# JOURNAL of the PROCEEDINGS

OF THE

# CITY COUNCIL

OF THE

# CITY OF CHICAGO

FOR THE

**Council Year 1969-1970**

April 9, 1969 to March 25, 1970

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WITH AN INDEX
PREPARED AND PRINTED IN 1970
DURING THE ADMINISTRATION
OF

## JOHN C. MARCIN

CITY CLERK

370

# CITY COUNCIL
## OF THE
# CITY OF CHICAGO
## 1969-1970

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RICHARD J. DALEY, Mayor
JOHN C. MARCIN - - - - City Clerk

***ALD. CLAUDE W. B. HOLMAN, President Pro Tem.

**ALD. RALPH H. METCALFE, President Pro Tem.

## ALDERMEN

| | |
|---|---|
| **1st Ward** | Fred B. Roti |
| **2nd Ward** | Fred D. Hubbard |
| **3rd Ward** | Ralph H. Metcalfe |
| **4th Ward** | Claude W. B. Holman |
| **5th Ward** | Leon M. Despres |
| **6th Ward** | A. A. Rayner, Jr. |
| **7th Ward** | Nicholas J. Bohling |
| **8th Ward** | William Cousins, Jr. |
| **9th Ward** | Dominic J. Lupo |
| **10th Ward** | John J. Buchanan |
| **11th Ward** | Michael A. Bilandic |
| **12th Ward** | Donald T. Swinarski |
| **13th Ward** | Casimir J. Staszcuk |
| **14th Ward** | Edward M. Burke |
| **15th Ward** | ††Joseph J. Krska |
| **16th Ward** | Paul J. Sheridan |
| **17th Ward** | William H. Shannon |
| **18th Ward** | Edward J. Hines |
| **19th Ward** | Thomas F. Fitzpatrick |
| **20th Ward** | Kenneth E. Campbell |
| **21st Ward** | Wilson Frost |
| **22nd Ward** | †Otto F. Janousek |
| **23rd Ward** | Frank J. Kuta |
| **24th Ward** | George W. Collins |
| **25th Ward** | Vito Marzullo |
| **26th Ward** | Stanley M. Zydlo |
| **27th Ward** | Harry L. Sain |
| **28th Ward** | Joseph Jambrone |
| **29th Ward** | Robert Biggs |
| **30th Ward** | Edwin H. McMahon |
| **31st Ward** | Thomas E. Keane |
| **32nd Ward** | Theris M. Gabinski |
| **33rd Ward** | Robert Brandt |
| **34th Ward** | Rex Sande |
| **35th Ward** | Casimir C. Laskowski |
| **36th Ward** | John F. Aiello |
| **37th Ward** | Thomas J. Casey |
| **38th Ward** | William J. Cullerton |
| **39th Ward** | Anthony C. Laurino |
| **40th Ward** | Seymour Simon |
| **41st Ward** | Edward T. Scholl |
| **42nd Ward** | †††Raymond K. Fried |
| **43rd Ward** | G. Barr McCutcheon |
| **44th Ward** | *William S. Singer |
| **45th Ward** | Edwin P. Fifielski |
| **46th Ward** | Joseph R. Kerwin |
| **47th Ward** | John J. Hoellen |
| **48th Ward** | Robert J. O'Rourke |
| **49th Ward** | Paul T. Wigoda |
| **50th Ward** | Jack I. Sperling |

††††Robert F. Campbell: Record Clerk

*Elected: April 8, 1969
**Elected: April 9, 1969, Resigned: Dec. 23, 1969
***Elected: Dec. 23, 1969

†Deceased: June 3, 1969
††Deceased: Dec. 17, 1969
†††Deceased: Jan. 26, 1970
††††Deceased: April 4, 1969

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C. R. Berek: Managing Editor—Council Journal
John Nastav: Asst. Managing Editor—Council Journal

Thomas Dubinski: Administrative Assistant

James O'Donnell: Index Editor
Harold Trammel: Asst. Index Editor

Michael J. Coletta: Sergeant-at-Arms

# STANDING COMMITTEES OF THE CITY COUNCIL

## 1969-1970

(By resolution adopted on April 19, 1963 the President Pro Tempore was designated a member *ex officio* of all standing committees)

### 1. COMMITTEE ON AVIATION

*Laskowski (Chairman), *Laskowski, *Frost (Vice-Chairmen), Rayner, Bohling, *Burke, Sheridan. *Shannon, Biggs, McMahon, Aiello, Cullerton, Simon, Hoellen, Sperling.

### 2. COMMITTEE ON BUILDINGS AND ZONING

**Metcalfe, **Campbell (Chairmen), Fitzpatrick (Vice-Chairman), **Homan, *Lupo, *Bilandic, Zydlo, Sain, Sande, Laskowski, Cullerton, Scholl, Fifielski, Hoellen, Wigoda.

### 3. COMMITTEE ON COMMITTEES AND RULES

Sain (Chairman), Metcalfe (Vice-Chairman), Bohling, *Bilandic, *Holman, Campbell, Janousek, Marzullo, Keane, *Sande, Wigoda, Sperling.

### 4. COMMITTEE ON CULTURAL AND ECONOMIC DEVELOPMENT

*(**)Sande, **Fifielski (Chairmen), Simon (Vice-Chairman), *Roti, Rayner, Staszcuk, Shannon, Hines, Kuta, Collins, Casey, Laurino, McCutcheon, ***Singer, O'Rourke.

### 5. **COMMITTEE ON ENVIRONMENTAL CONTROL

Bilandic (Chairman), Gabinski (Vice-Chairman), Despres, Buchanan, Burke, Fitzpatrick, Shannon, Frost, Kuta, Singer, Fifielski, Wigoda, Sperling.

### 6. COMMITTEE ON FEDERAL AND STATE LEGISLATION

Bohling (Chairman), Fifielski (Vice-Chairman), Despres, Cousins, *Burke, Hines, Campbell, Janousek, Marzullo, Brandt, O'Rourke, Sperling.

### 7. *COMMITTEE ON FINANCE

Keane (Chairman), *Holman (Vice-Chairman) and all elected members of the City Council.

### 8. COMMITTEE ON FORESTRY AND RECREATION

Kerwin (Chairman), Casey (Vice-Chairmn), *Hubbard, Rayner, *Lupo, Swinarski, Sheridan, Hines, Frost, Jambrone, Brandt, Scholl, *Fried, McCutcheon.

### 9. COMMITTEE ON HEALTH

*Holman (Chairman), Zydlo (Vice-Chairman), Lupo, Staszcuk, Frost, Kuta, Biggs, McMahon, *Gabinski, Casey, Kerwin, O'Rrouke.

### 10. COMMITTEE ON JUDICIARY

*Holman, *Shannon (Chairmen), *Sheridan (Vice-Chairman), Despres, Cousins, Swinarski, Fitzpatrick, Kuta, Jambrone, *Gabinski, Simon, ***Singer, Fifielski.

### 11. COMMITTEE ON LICENSE

*Collins, *Fitzpartick, **Laurino (Chairmen), *Collins, *Lupo (Vice-Chairmen), Cousins, Frost, Jambrone, Brandt, Sande, Scholl, *Fried, McCutcheon.

### 12. COMMITTEE ON LOCAL INDUSTRIES, STREETS AND ALLEYS

Sain (Chairman), Aiello (Vice-Chairman), *Roti, Buchanan, Swinarski, Fitzpatrick, Zydlo, McMahon, Laskowski, Cullerton, Laurino.

### 13. COMMITTEE ON LOCAL TRANSPORTATION

Marzullo (Chairman), *Hines (Vice-Chairman), **Holman, *Hubbard, Staszcuk, *Burke, Sheridan, Shannon, *Frost, Collins, Biggs, Aiello, Sperling.

### 14. COMMITTEE ON PLANNING AND HOUSING

*Fitzpatrick (Chairman), Wigoda (Vice-Chairman), Despres, *Bilandic, Hines, *(**)Holman, Campbell, **Janousek, Casey, Laurino, Simon, Kerwin, Hoellen.

### 15. COMMITTEE ON POLICE, FIRE, CIVIL SERVICE, SCHOOLS AND MUNICIPAL INSTITUTIONS

*McMahon (Chairman), *McMahon, **Buchanan, (Vice-Chairmen), *Despres, *Rayner, Swinarski, Staszcuk, *Burke, Zydlo, *Gabinski, Sande, McCutcheon, ***Singer, O'Rourke.

### 16. COMMITTEE ON PORT OF CHICAGO, WHARVES AND BRIDGES

**Janousek, **Sande (Chairmen), *Sande, *Kuta (Vice-Chairmen), *Roti, *Hubbard, Cousins, Lupo, Buchanan, Swinarski, Staszcuk, *Kuta, Biggs, *Gabinski, *Fried, Hoellen.

### 17. COMMITTEE ON TRAFFIC AND PUBLIC SAFETY

Wigoda (Chairman), Laurino (Vice-Chairman), *Roti, Rayner, Buchanan, Sheridan, *Shannon, Frost, Jambrone, Brandt, Laskowski, Scholl, Fifielski, Kerwin.

### 18. COMMITTEE ON UTILITIES

**Campbell, **Frost (Chairmen), Cullerton (Vice-Chairman), Rayner, Cousins, Shannon, *Hines, Kuta, Collins, Jambrone, *Biggs, Aiello, *Fried, McCutcheon.

*Amendment to City Council Assignments: April 17, 1969, p. 5346
**Amendment to City Council Assignments: Dec. 23, 1969, p. 7235
***Amendment to City Council Assignments: June 23, 1969, p. 5664

# SPECIAL COMMITTEES

(For particular committees see Index under key words of titles and under members' names.)

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| April 25, 1969 | 5355-5464 |
| May 14, 1969 | 5465-5560 |
| May 28, 1969 | 5561-5614 |
| June 5, 1969 (Special Meeting) | 5615-5616 |
| June 23, 1969 | 5617-5720 |
| June 30, 1969 (Special Meeting) | 5721-5724 |
| July 8, 1969 | 5725-5806 |
| July 15, 1969 | 5807-5880 |
| July 29, 1969 | 5881-5952 |
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| September 17, 1969 | 6051-6184 |
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| October 29, 1969 | 6249-6346 |
| November 14, 1969 (Special Meeting) | 6347-6354 |
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| December 2, 1969 | 6441-6472 |
| December 9, 1969 | 6473-6558 |
| December 16, 1969 | 6559-7210 |
| December 19, 1969 (Special Meeting) | 7211-7214 |
| December 23, 1969 | 7215-7244 |
| December 30, 1969 | 7245-7376 |
| January 5, 1970 | 7377-7750 |
| January 19, 1970 | 7751-7790 |
| January 27, 1970 | 7791-7842 |
| January 27, 1970 (Special Meeting) | 7843-7846 |
| February 25, 1970 | 7847-7988 |
| March 12, 1970 (Special Meeting) | 7989-7990 |
| March 25, 1970 | 7991-8330 |

## ABBREVIATIONS USED IN INDEX

| | |
|---|---|
| A&B Fund | Annuity and Benefit Fund |
| Ald. | Alderman (Aldermen) |
| Apt. Hse. | Apartment House |
| Art. | Article |
| Art. Hwy. Syst. | Arterial Highway System |
| Assn. | Association |
| Av. | Avenue |
| Bd. | Board |
| Bd. of Ed. | Board of Education |
| Bldg. (bldg.) | Building |
| Bur. | Bureau |
| Bur. of Engin. | Bureau of Engineering |
| Bus. | Business |
| C.A.A. | Civil Aeronautics Administration |
| C.H.A. | Chicago Housing Authority |
| Cal. Sky. T/R Bridge | Calumet Skyway Toll Road Bridge |
| Chgo. Mun. Airport | Chicago Municipal Airport |
| Chgo. Park Dist. | Chicago Park District |
| Chgo. Pub. Lib. | Chicago Public Library |
| Com. | Committee |
| Comc. | Communication |
| Comm. | Commercial |
| Comn. | Commission |
| Comr. | Commissioner |
| Cont. Dis. Hosp. | Contagious Disease Hospital |
| Corp. Cnsl. | Corporation Counsel |
| CTA | Chicago Transit Authority |
| Def. | Deferred |
| Dept. | Department |
| Dist. | District |
| Div. | Division |
| Dup. Res. | Duplex Residence |
| E. (e.) | East |
| F.C.C. | Federal Communications Commission |
| Fam. Res. | Family Residence |
| Fin. | Finance |
| Gen. Assem. | General Assembly |
| Grp. Hse. | Group House |
| H. B. | House Bill |
| Hse. of Corr. | House of Correction |
| Hwy. | Highway |
| I.C.C. | Interstate Commerce Commission |
| Ill. C. C. | Illinois Commerce Commission |
| Improve. | Improvement |
| Indust. | Industrial |
| Land Clear. Comm. | Land Clearance Commission |
| Mfg. | Manufacturing |
| MFT | Motor Fuel Tax |
| Mot. Frt. Term. | Motor Freight Terminal |
| M.T.S. | Municipal Tuberculosis Sanitarium |
| Mun. Code | Municipal Code |
| Mun. Ct. | Municipal Court |
| N. (n.) | North |
| NYLIC | New York Life Insurance Co. |
| Ordnce. | Ordinance |
| PFOSS & MI Com. | Police, Fire, Civil Service, Schools and Municipal Institutions Committee |
| Prop. acquis. | Property acquisition |
| Pub. | Published |
| Pub. noted | Publication noted |
| Pub. Wks. | Public Works |
| Pump. Sta. | Pumping Station |
| R. C. | Roman Catholic |
| Rd. | Road |
| Recon. | Reconsidered |
| Ref | Referred |
| Re-ref | Re-referred |
| RR. (rr.) | Railroad |
| Rte. (rte.) | Route |
| R/W | Right-of-way |
| Ry. (ry.) | Railway |
| Ry. Term. Com. | Railway Terminal Committee |
| S. (s.) | South |
| S/A Warrant | Special-Assessment Warrant |
| S. B. | Senate Bill |
| S&S Canal | Sanitary and Ship Canal |
| San. Dist. Chgo. | Sanitary District of Chicago |
| Sect. | Section |
| So. Dist. Filt. Plant | South District Filtration Plant |
| Spec.-assess. foreclosure | Special-assessment foreclosure |
| Spec. Shop | Specialty Shop |
| St. | Street |
| Sts. and Elect. | Streets and Electricity |
| Sub. & Super., Div. of | Division of Subways and Superhighways |
| T/A Warrants | Tax-Anticipation Warrants |
| Twp. | Township |
| V. F. W. | Veterans of Foreign Wars |
| Vol. | Volume |
| W. (w.) | West |
| W/C (w/c) | Warrant for collection |
| W.D.D. | Water Distribution Division |
| Zon. Ordnce. | Zoning Ordinance |

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    - 5731 S. *Passed* 8309-10
    - 5734-36 S. *Passed* 8309-10
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- Ability Products Co.: Street vacation Draft Ordnce. *Noted* 6419
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**Airports:**
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**Airports:**

- Chicago-O'Hare International Airport:
  - Motor vehicle parking facility and 4R-22L runway construction (Plans and specifications) *Def* 7933-34 *Passed* 8002
  - Opening of McDonough St. for relocation of Post Office Building *Passed* 5893-94
  - Revenue bonds 1969 ($52,000,000) *Ref* 6356 *Def* 7946-48 (*See* 8017) *Passed* 8019-76 *Amended* 8077-81
  - U.S. Post Office: relocation *Ref* 5726 *Passed* 5889-91
  - Vacation of street: Division (DuPage County) for relocation of Post Office Building *Passed* 5892-93
- General:
  - Aqua-Port: Feasibility of construction in Lake Michigan *Ref* 5706
  - Need for additional airport: resolution for public hearing *Ref* 7369
  - Pay toilets, quality of food, parking of private automobiles (guidelines for future decisions) *Ref* 5705
  - Report on ratio of free and pay toilets to be maintained during 1970 *Ref* 6342
- Meigs (Merrill C.) Field:
  - Leases, agreements, etc.:
    - Agency agreement with State for runways (FAAP No. 9-11-002-D908) *Passed* 5994
    - Agency participation agreement with State for taxiways, lighting, etc. (Projects No. 70A-8-491) *Passed* 7275-91
    - Agreement with Govt. for installation of taxiway lights and paving for plane parking (Project No. 9-11-002-7009) *Passed* 7275
    - Air Michigan, Inc. *Passed* 5631-33
    - Alpha Airlines, Inc. *Passed* 5735-37
    - American Locker Co. *Def* 6016 *Passed* 6165-66
    - Briefcase, Inc. *Passed* 5633-35
    - Chicago & Southern Airlines, Inc. *Passed* 6266-67
    - Commuter Airlines, Inc. *Amended* 5910-11
    - Hub Airlines: First amendment agreement *Passed* 5740-41
    - Miller Airlines *Passed* 6067-68
    - Nik-O-Loc Co. *Def* 5428-34 *Passed* 5550-54 *See* 5610
    - Skyline Vue, Inc.: execution of agreement with City for coin-operated telescopes Amendatory Ordnce. *Passed* 7765-69
    - Tel-O-Tronics Industries, Inc.: execution of agreement for information post listening devices Amendatory Ordnce. *Passed* 7769-70
    - Time Airlines, Inc.: First amendment agreement *Passed* 5741-42
    - Wright Air Lines, Inc. *Passed* 6068-69
- Vacation of roads, etc. lying within airport area: Gen. Assem. urged to enact [H.B. 1804] *Def* 5594 *See* 5716
- Zoning in relation to the elimination of airport hazards: Gen. Assem. urged to enact [H.B. 1816] *Def* 5594 *Noted* 5717

Albany Av.:

- Parking prohibited (specified hours): 21st Pl. (50 ft. n. to 55 ft. n.—w. side) *Eliminated* 6026
- Street closing: 5954-58 S. [Grace United Church of Christ] *Passed* 5342

Albergo, Maria: Spec.-assess. settlement: *Passed* 5395-96

Albergo, Nicola: Spec.-assess. settlement: *Passed* 5395-96

Albion Av.: Paving—Milwaukee to Newcastle (12.6 ft. northeasterly *Ref* 5732 *Passed* 5868

Alcoholic liquor (*See* Liquor, alcoholic)

Alcoholics:

- Appropriation of funds for pilot program for treatment and rehabilitation (U.S. Govt.) *Adopted* 6337-38
- Grant from U.S. Govt. for study into sensory depravation, etc. *Ref* 5562 *Passed* 5631

**Aldermen:**

(*See under names of aldermen*)

- Appointments to committees, etc. [*listed under names of committees and aldermen*]
- Attendance at Council meetings [*listed on first page of* Council Journal]

*Algozino, Phillip* vs. *Police Board of the City of Chicago, et al.:* Corp. Cnsl. comc. on Appellate Court decision *Filed* 5623

Allegheny Airlines, Inc.: Lease agreement with City for parking facilities and construction of runways *Def* 7934-39 *Passed* 8002-17

*Allen, Theodore A.* vs. *Bd. of Appeals of City of Chgo.:* Corp. Cnsl. comc. on Appellate Court decision *Filed* 7756

Alley and Street Lighting Bonds (1966): Appropriation for 1970 *See* 48, 522 *Noted* 6638

**Alleys:**

(*See subheading* General *for miscellaneous data*)

- Air duct: LaSalle bet. Washington and 26 ft. n. [100 North LaSalle Assoc. et al.] *Ref* 5538 *Passed* 5668 *Ref* 6230 *Passed* 6314
- Arcade Pl.:
  - Name designation for alleys:
    - LaSalle, Madison, Monroe, Wacker Dr. *Passed* 5251 Amendatory Ordnce. *Ref* 6230 *Passed* 6311 *Journal correction Noted* 6355
    - Madison, Monroe, Wacker Dr., Wells *Ref* 6230 *Passed* 6311 (*See* 5251, 5353) *Journal correction Noted* 6355
- Bridges or passageways:
  - Ashland Boul. (105 S.) connecting with 1515 W. Monroe [YMCA (Tr.)] *Ref* 5790 *Passed* 5935 acceptance and bond *Noted* 6254
  - Fullerton (954 W.) connecting with 2425 N. Sheffield [Eugene Dietzgen Co.] *Ref* 6343 *Passed* 6400-01 acceptance and bond *Noted* 7852
  - Huron (340-358 and 362-366) connecting 341-359 and 363-371 W. Superior [Huron and Orleans Bldg. Corp. and Tom Russel] *Ref* 6556 *Passed* 7222
  - Michigan (2301-09) connecting 2300-08 S. Indiana [2300 Indiana Building Corporation] *Ref* 7980 *Passed* 8273-74
  - Ravenswood (w. of) bet. Irving Park Rd. and Larchmont [Superior Marking Equipment Co.] acceptance and bond *Noted* 5180
  - South Water (66 E.) connecting with 300-08 N. Michigan [Motor Club Service Corp.] *Ref* 8307
- Closing:
  - Belden (e.w.) Geneva Terrace, Kemper Pl., Orchard [Lincoln School] *Ref* 6600
  - Burton, Clark, Dearborn, Schiller (n.s. alley) [North Dearborn St. Assn.] *Passed* 5706
  - Dearborn, North Schiller, State (n.s. alley) [North Dearborn St. Assn.] *Passed* 5706
- Conduits:
  - Ashland Boul. s. of Monroe [Young Men's Christian Assn.] *Ref* 6236 *Passed* 6312
  - Crandon to Luella s. of 80th [South Shore Hospital] *Ref* 5286 *Passed* 5440 acceptance and bond *Noted* 5810
  - Cullerton to 19th Pl.: flasher-light signals over CB&Q RR. tracks *Ref* 6555 *Passed* 8268-70
  - Erie (n.s. alley—58 ft. s.) to 656 N. Union [Water Saver Faucet Co.] *Ref* 6555 *Passed* 7224
  - Fairfield (918 S.) to 925 S. California [American-Laundry, Inc.] *Ref* 6600 *Passed* 7222 acceptance and bond *Noted* 7852
  - Fullerton, Montana, Sheffield, NW Elevated R/W [Eugene Dietzgen Co.] acceptance and bond *Noted* 5179
- General:
  - Fuel-oil tanks at 850 W. Irving Park Rd. (rear) [American Hospital] *Passed* 5244
  - Hydraulic elevator lift: Grand (4110 W.—rear) [Nu-Arc Co.] *Ref* 8313
  - I-beam: Over alley to 947 N. Cicero [Chicago Title & Trust Co. (Tr.] *Passed* 5245 acceptance and bond *Noted* 5810

**Alleys:**
- Lights:
  - Fielding, Normal, 77th, 78th (block) *Ref* 6234 *Passed* 6584
  - Lowe (6600 S. block) *Ref* 6554
  - Lowe, Union, 86th, 87th *Ref* 5789
- Load limitations (*separate heading*)
- Loading devices:
  - Erie 303 W. rear [C. H. Hanson Co.] *Ref* 6238-39 *Passed* 6312 acceptance and bond *Noted* 7254
  - Superior (230 W.) rear [Herman A. Neiburger] *Ref* 6042 *Passed* 6099 acceptance and bond *Noted* 6477
  - Washington (166 W.—rear) [Mid America Management Co., assignment from Richard Kamen] acceptance and bond *Noted* 6477
- Loading platforms:
  - Grand (63 W. - n.s. alley) [LaSalle National Bank (Tr.)] *Ref* 8314
  - Wabash 444 N.—rear [Chicago Title & Trust Co. (Tr.)] *Ref* 6238 *Passed* 6313
- Loading zones [*separate heading*]
- Occupancy of space at Clybourn bet. Lakewood and CMStP&P RR. R/W [Sheffield Foundry Co.] *Ref* 5793 *Passed* 5937
- Oil tanks:
  - Milwaukee (4811 N.—rear) [Wolke and Kotler, Inc.] *Ref* 7804 *Passed* 8275
  - 92nd (3014 E.) [Gassman's Ltd.] *Ref* 7802-03 *Passed* 8271
- One-way traffic [*separate heading*]
- Openings:
  - Brandon, Burley, 131st, 132nd (quitclaim deed) [Edward E. and Josephine Bloom] *Ref* 5945 *Passed* 6100
  - Cleaver, Division, Milwaukee, Noble [Dept. of Urban Renewal] *Passed* 5257
  - Karlov, Kedvale, 83rd, 84th [Standard Bank and Trust Co. (Tr.)] *Passed* 5251
  - Ogden bet. Cleveland and Sedgwick n.w. of and adjacent to [Dept. of Urban Renewal] Draft Ordnce. *Noted* 7233
  - 62nd, vac. (n.s. 14 ft.) of n. terminus [Dept. of Urban Renewal (Central Englewood)] *Passed* 5671-73
- Parking prohibited (all times):
  - Chicago to Rice (e.w. alley—Leavitt to Western) *Ref* 5941 *Rejected* 6333
  - Lincoln (n.s. alley—s. of 1900 block) *Ref* 5696 *Rejected* 6030
  - Lincoln (1900 block—n.s. of "T" to Ogden Mall) *Ref* 5696 *Rejected* 6333
  - 114th Pl. (alley n.—Calumet to King Dr.) *Ref* 7781
- Paving:
  - Aberdeen, Carpenter, 113th Pl., 114th Pl., *Ref* 7757 *Passed* 8292
  - Aberdeen, May, PCC&St.L RR. R/W, 58th *Ref* 5971 *Passed* 6106
  - Ada, Throop, 77th *Ref* 6257 *Passed* 6405-06
  - Addison, Cornelia, Kenton, Kolmar *Ref* 5625 *Passed* 5866
  - Addison, Cornelia, Natoma, CMStP&P RR. R/W *Ref* 7997
  - Addison, Cornelia, Oleander, Oriole *Passed* 5267
  - Addison, Cornelia, Ottawa, Overhill *Ref* 5624 *Passed* 5866
  - Addison, Forest Preserve, Ottawa, Overhill *Ref* 7856 *Passed* 8293
  - Anthony, Blackstone, 80th *Ref* 5624 *Passed* 5868
  - Archer, California, 39th Pl. *Ref* 5607 *Passed* 5678 Repealing Ordnce. *Passed* 5865
  - Archer, Campbell, Pershing *Ref* 5624 *Passed* 5866-67
  - Archer, Francisco, Mozart, 42nd *Ref* 5971 *Passed* 6105
  - Archer, Harlem, Neva, 56th *Ref* 5971 *Passed* 6105
  - Archer, Haynes Ct., Loomis, Lyman *Ref* 6055-56 *Passed* 6224

**Alleys:**
- Paving:
  - Archer, Lockwood, Lorel, 53rd Pl. *Ref* 5625 *Passed* 5867
  - Archer, Massasoit, Menard, 53rd *Ref* 7997
  - Archer, McVicker, Meade, 55th *Ref* 5566-67 *Passed* 5681
  - Archer, Nashville, Neenah, 54th *Ref* 5541 *Passed* 5678
  - Archer, Natoma, Normandy, 54th *Ref* 5184 *Passed* 5444
  - Archer, Neva, Nottingham, 56th *Ref* 6190 *Passed* 6318
  - Archer, New England, Newcastle, 54th *Ref* 7997
  - Archer, New England, Newcastle, 56th *Ref* 6257 *Passed* 6405
  - Archer, New England, Newland, 56th *Ref* 6190 *Passed* 6318
  - Archer, Newcastle, Oak Park, 54th *Ref* 7796 *Passed* 8293
  - Archer, Newcastle, Oak Park, 56th *Ref* 6257 *Passed* 6405
  - Archer, Newland, Sayre, 54th *Ref* 6449 *Passed* 7228
  - Archer, Newland, Sayre, 56th *Ref* 5971 *Passed* 6105
  - Archer, Nordica, Nottingham, 56th *Ref* 5971 *Passed* 6105
  - Archer, Nordica, Sayre, 54th *Passed* 5268
  - Archer, Nordica, Sayre, 56th *Ref* 5971 *Passed* 6105
  - Archer, Normandy, Rutherford, 54th *Ref* 7997
  - Archer, Normandy, Rutherford, 56th *Passed* 5268
  - Archer, Oak Park, Rutherford, 56th *Ref* 6361-62 *Passed* 7228
  - Ashland, Birchwood, Greenview, Rogers *Ref* 5471 *Passed* 5680
  - Ashland, Justine, 6100 block *Passed* 5271
  - Ashland, Laflin, 113th Pl., 114th Pl. *Ref* 7758 *Passed* 8292
  - Austin, Avondale, Berwyn, McVicker *Ref* 5470-71 *Passed* 5680
  - Austin, Mason, Matson, Miami *Ref* 5732 *Passed* 5866
  - Austin, Mason, 58th, 59th *Ref* 7997
  - Austin, McVicker, 51st, 52nd *Ref* 7758 *Passed* 8293
  - Avalon, Woodlawn, 79th, 80th *Ref* 5624 *Passed* 5868
  - Avenue L, Ewing, 111th, 112th *Ref* 7997
  - Avondale, Harlem, Myrtle, Neva Repealing Ordnce. *Ref* 5623-24 *Passed* 5865
  - Balmoral, Berwyn, Melvina, Moody *Ref* 7796 *Passed* 8294
  - Balmoral, Berwyn, Olcott, Osceola *Ref* 7796 *Passed* 8294
  - Balmoral, Catalpa, Nashville, Natoma *Ref* 5471 *Passed* 5680
  - Barry, Harlem, Neva, Wellington *Ref* 5625 *Passed* 5866
  - Bell, Leavitt, 32nd, 33rd *Ref* 5539 *Passed* 5678
  - Bell, Oakley, 32nd, 33rd *Ref* 5539 *Passed* 5678
  - Belmont, Nagle, Narragansett, School *Ref* 7796 *Passed* 8293-94
  - Belmont, Ozanam, Ozark, School *Ref* 6257 *Passed* 6405
  - Berwyn, Foster, Kedzie, Sawyer Repealing Ordnce. *Passed* 5250-51
  - Berwyn, Higgins, Newcastle, Oak Park *Ref* 6449 *Passed* 7227
  - Birchwood, Howard, Lake Shore Dr., Sheridan *Ref* 6045 *Passed* 6105
  - Birchwood, Jarvis, Olcott, Oleander *Ref* 5732 *Passed* 5865
  - Birchwood, Jarvis, Oleander, Oriole *Ref* 7998
  - Bishop, Laflin, 118th, 119th *Ref* 7757 *Passed* 8292
  - Byron, Grace, Oconto, Octavia *Ref* 6055-56 *Passed* 6224
  - Byron, Irving Park, Pioneer, Pittsburgh *Ref* 7998
  - Byron, Irving Park, Plainfield, Pontiac *Ref* 7998
  - California, Granville, Mozart, Rosemont *Ref* 5184 *Passed* 5443

**Alleys:**
- Paving:
  - California, Washtenaw, 36th Pl., 36th Repealing Ordnce. *Ref* 6561-62 *Passed* 7229
  - Calumet, Forest, 96th, 97th *Ref* 6257 *Passed* 6405-06
  - Calumet, Dr. Martin Luther King Dr., 83rd, 84th *Ref* 5971 *Passed* 6106
  - Calumet, King Dr., 95th, 96th *Passed* 5269
  - Carmen, Foster, Lotus, Lovejoy *Ref* 7997
  - Carmen, Oak Park, Rutherford, Winnemac *Ref* 6562 *Passed* 7227
  - Catalpa, Gregory, Natchez, Neenah *Ref* 5624 *Passed* 5866
  - Central, Luna, 54th, 55th *Ref* 5471 *Passed* 5681
  - Central Park, Lawndale, 64th Pl., 64th *Ref* 5873 Repealing Ordnce. *Ref* 5971, 6107
  - Central Park, Lawndale, 65th Pl., 65th *Ref* 8308-09
  - Central Park, Lawndale, 65th Pl., 66th *Ref* 8308-09
  - Central Park, St. Louis, 62nd Pl., 62nd *Ref* 5971 *Passed* 6106
  - Central Park, St. Louis, 64th Pl., 64th *Ref* 5454 *Passed* 5526 Repealing Ordnce. *Ref* 5322 *Passed* 5445
  - Central, Parkside, 57th, 58th *Ref* 5625 *Passed* 5867
  - Central, Parkside, 60th, 61st *Passed* 5268
  - Clarence, Palatine, Olcott, Oriole *Ref* 5624 *Passed* 5866
  - Clybourn, Diversey Pkwy., Wolcott *Ref* 6256-57 *Passed* 6405
  - Cornelia, Mobile, Narragansett, Newport *Ref* 5322 *Passed* 5444
  - Cornelia, Overhill, Ozark, Roscoe *Passed* 5267 Repealing Ordnce. *Ref* 7218
  - Cornelia, Ozanam, Ozark, Roscoe *Ref* 5470 *Passed* 5680
  - Cottage Grove, Dauphin, 89th Pl., 90th *Passed* 5269
  - Cottage Grove, Maryland, 77th, 78th *Ref* 5971 *Passed* 6106
  - Cregier, East End, 83rd Pl., 84th *Ref* 7757 *Passed* 8292
  - Cregier, East End, 85th Pl., 85th *Passed* 5269
  - Damen, Seeley, 61st, 62nd *Ref* 5625 *Passed* 5867
  - Dante, Dorchester, 79th, 80th *Passed* 5268 Repealing Ordnce. *Ref* 7996-97
  - Dante, NYC&StL RR., 90th Pl., 90th *Ref* 5471 *Passed* 5681
  - Diversey, Nordica, Sayre, Wolfram *Ref* 7796 *Passed* 8293
  - Drake, Kedzie, 43rd *Passed* 5271
  - Drake, St. Louis, 43rd, 44th *Ref* 5184 *Passed* 5443
  - East End, Stony Island, 85th Pl., 86th *Ref* 7997
  - East End, Stony Island, 87th Pl., 87th *Ref* 6562 *Passed* 7228
  - Eberhart, Rhodes, 93rd 94th *Ref* 7757 *Passed* 8291
  - Eberhart, St. Lawrence, 87th Pl., 87th *Passed* 5269
  - Eberhart, Vernon, 93rd, 94th *Ref* 7796 *Passed* 8292
  - Eberhart, Vernon, 94th, 95th *Passed* 5269
  - Eggleston, Normal, 92nd, 93rd *Ref* 5703 *Passed* 5864
  - Ellis, Ingleside, 79th, 80th *Ref* 7997
  - Elston, Foster, Lavergne, Winona *Ref* 5184 *Passed* 5443
  - Elston, Sawyer, Spaulding, Waveland *Passed* 5267
  - Emerald, Halsted, 80th, 81st Repealing Ordnce. *Ref* 6361 *Passed* 7229
  - Emerald, Halsted, 94th, 95th *Passed* 5269
  - Emerald, Union, 80th, 81st *Ref* 5624 *Passed* 5868
  - Emerald, Union, 94th, 95th *Ref* 7796 *Passed* 8293
  - Emerald, Union, 95th, 96th *Ref* 6449 *Passed* 7228
  - Estes, Glenwood, Greenview, Touhy *Ref* 6045 *Passed* 6105
  - Farwell, Pratt, Ridge, Seeley *Ref* 7856 *Passed* 8294
  - Forest Preserve, Irving Park, Olcott, Osceola *Passed* 5266-67

**Alleys:**
- Paving:
  - Foster, Menard, Northwest Hwy., C&NW RR. R/W *Passed* 5266-67
  - Francisco, Richmond, 55th, 56th *Ref* 7757 *Passed* 8292
  - George, Harlem, Neva, Wellington *Ref* 5971 *Passed* 6105
  - George, Kildare, Kenosha, Wellington *Ref* 5184 *Passed* 5443
  - Grace, Oconto, Octavia, Waveland *Ref* 5184 *Passed* 5443
  - Green, Peoria, 97th, 98th *Ref* 5184 *Passed* 5444
  - Green, Peoria, 106th, 107th *Ref* 6190 *Passed* 6319
  - Gunnison, Mobile, Mulligan, Strong *Ref* 5184 *Passed* 5443 Repealing Ordnce. *Ref* 7996-97
  - Hamilton, Hoyne, 32nd, 33rd Repealing Ordnce. *Ref* 5321-22 *Passed* 5445
  - Hamlin, Lawndale, 63rd Pl., 63rd *Ref* 6449 *Passed* 7228
  - Hamlin, Lawndale, 64th Pl., 65th *Ref* 6257 *Passed* 6405-06
  - Hamlin, Springfield, 60th Pl., 61st *Ref* 5342, 5540, 6449 *Passed* 5525-26, 5678, 7228
  - Hamlin, Springfield, 82nd Pl., 82nd *Ref* 7796 *Passed* 8292
  - Hamlin, Springfield, 83rd Pl., 84th *Ref* 5971 *Passed* 6106
  - Henderson, Marmora, Menard, School *Ref* 5625 *Passed* 5866
  - Hiawatha, Le Mai, Leoti, Leroy *Ref* 5732 *Passed* 5866
  - Highland, Milwaukee, Mobile *Ref* 5732 *Passed* 5866
  - Homan, St. Louis, 83rd Pl., 83rd Repealing Ordnce. *Ref* 5183-84 *Passed* 5445
  - Hood, Kedzie, Lincoln, Troy *Ref* 5732 *Passed* 5866
  - Hoyne, Seeley, 32nd, 33rd *Ref* 5539 *Passed* 5687
  - Hoyne, Seeley, 33rd, 34th *Ref* 5539 *Passed* 5678
  - Hoyne, Seeley, 50th, 51st Repealing Ordnce. *Ref* 6361 *Passed* 7229
  - Huntington, Indian Rd., Melvina, Moody *Ref* 7758 *Passed* 8294
  - Imlay, Oak Park, Normandy, Schreiber *Passed* 5266-67
  - Indiana, Michigan, 80th, 81st *Ref* 5184 *Passed* 5444
  - Indiana, Michigan, 87th, 88th *Ref* 7796 *Passed* 8292
  - Indiana, Prairie, 79th, 80th *Ref* 7997
  - Karlov, Kedvale, 45th, 46th *Ref* 5470 *Passed* 5680
  - Karlov, Kedvale, 83rd, 84th Repealing Ordnce. *Passed* 5271 *Ref* 5624 *Passed* 5868
  - Karlov, Komensky, 32nd, 33rd *Ref* 5471 *Passed* 5680
  - Karlov, Komensky, 44th, 45th *Ref* 5471 *Passed* 5680
  - Karlov, Komensky, 47th, 48th *Passed* 5267
  - Karlov, Komensky, 49th, 50th *Ref* 5624 *Passed* 5867
  - Keating, Kilpatrick, 43rd, 44th *Ref* 5624
  - Keating, Kilpatrick, 44th, 45th *Ref* 5971 *Re-Ref* 6107
  - Keating, Kilpatrick, 48th, 49th *Passed* 5267
  - Keating, Kilpatrick, 50th, 51st *Ref* 5322 *Passed* 5444
  - Kedvale, Keeler, 43rd, 44th *Ref* 5322 *Passed* 5443
  - Kedvale, Keeler, 44th, 45th *Passed* 5267
  - Kedvale, Keeler, 85th, 86th *Ref* 5732 *Passed* 5768
  - Kedzie, Sawyer, 45th, 46th *Ref* 6340 *Passed* 6403
  - Kedzie, Sawyer, 46th, 47th *Ref* 6233 *Passed* 6318
  - Kedzie, Spaulding, 64th Pl., 65th *Ref* 6055-56 *Passed* 6224
  - Kenneth, Kostner, 49th, 50th *Ref* 6257 *Passed* 6405
  - Kenneth, Kostner, 50th, 51st *Ref* 5732 *Passed* 5867
  - Kenneth, Kostner, 63rd, 64th *Ref* 5625 *Passed* 5867
  - Kenton, Kolmar, 85th, 86th *Ref* 5971 *Passed* 6106
  - Kenwood, Kimbark, 82nd, 83rd *Ref* 5971 *Passed* 6106
  - Kildare, Kostner, 17th, 18th *Rejected* 5238
  - Kilpatrick, Knox, 48th, 49th *Ref* 5184 *Passed* 5443
  - Kilpatrick, Knox, 49th, 50th *Ref* 5322 *Passed* 5443-44
  - Kilpatrick, Knox, 50th, 51st *Ref* 5471 *Passed* 5680

**Alleys:**
- Paving:
  - King Dr., Vernon, 83rd, 84th *Passed* 5269
  - Komensky, Pulaski, 45th, 46th *Ref* 5732
  - Komensky, Pulaski, 63rd, 64th *Passed* 5268
  - Komensky, Pulaski, 86th, 87th *Ref* 7997
  - Laramie, Latrobe, 54th, 55th *Ref* 5625 *Passed* 5867
  - LaSalle, Perry, 79th, 80th *Ref* 7997
  - LaSalle, Wentworth, 80th, 81st *Ref* 5184 *Passed* 5444
  - LaSalle, Wentworth, 91st, 92nd *Passed* 5269
  - LaSalle, Wentworth, 92nd, 93rd *Ref* 6449 *Passed* 7228
  - LaSalle, Wentworth, 95th, 96th *Ref* 6257 *Passed* 6405-06
  - Lawler, Leclaire, 45th, 46th *Ref* 5732 *Passed* 5867
  - Lawndale, GT RR. R/W, 82nd Pl., 82nd *Ref* 7997
  - Linder, Long, 63rd Pl., 63rd *Passed* 5268
  - Lituanica, Sangamon, 35th Pl., 35th *Ref* 5322 *Passed* 5443
  - Long, Lotus, 54th, 55th *Ref* 5471 *Passed* 5680-81
  - Lowe, Union, 89th, 90th *Passed* 5269
  - Lowe, Union, 93rd, 94th *Ref* 7796 *Passed* 8292-93
  - Lowe, Wallace, 89th, 90th *Passed* 5269
  - Lowe, Wallace, 91st, 92nd *Ref* 7997
  - Lowe, Wallace, 97th, 98th *Ref* 7796 *Passed* 8293
  - Major, Massasoit, 51st, 52nd *Ref* 7997
  - Major, Massasoit, 60th, 61st *Ref* 5184 *Passed* 5444
  - Maplewood, Rockwood, CWIZ RR., 74th Repealing Ordnce. *Ref* 5566 *Passed* 5679
  - Maplewood, Rockwell, 62nd, 63rd *Ref* 5971 *Passed* 6106
  - Mason, Mayfield, 56th, 57th *Ref* 6362 *Passed* 7228
  - Massasoit, Menard, 52nd, 53rd *Ref* 6362 *Passed* 7228
  - Massasoit, Menard, 55th, 56th *Ref* 6562
  - Massasoit, Menard, 55th, 56th *Ref* 6562 *Pased* 7228
  - Massasoit, Menard, 57th, 58th *Ref* 6190 *Passed* 6318
  - Massasoit, Menard, 58th, 59th *Ref* 6257 *Passed* 6405-06
  - Massasoit, 56th, 57th, IHB RR. *Ref* 6362 *Passed* 7228
  - May, Racine, 115th, 116th *Ref* 5322 *Passed* 5444
  - May, Racine, 116th, 117th *Ref* 7997
  - Mayfield, Mason, 58th, 59th *Ref* 7796 *Passed* 8293
  - Mayfield, Menard, 64th Pl., 65th *Passed* 5268
  - Mayfield, Monitor, 57th, 58th *Ref* 6257 *Passed* 6405
  - Mayfield, Monitor, 59th, IHB RR., R/W *Ref* 7796 *Passed* 8293
  - McVicker, Meade, 52nd, 53rd *Passed* 5267
  - Melvina, Merrimac, IHB RR., 59th *Passed* 5268
  - Merrimac, Mobile, IHB RR., 59th *Ref* 5971 *Passed* 6106
  - Millard, CGT RR., 54th, 55th Repealing Ordnce. *Ref* 7218 *Passed* 8291
  - Millard, 53rd, 54th *Ref* 6340 *Passed* 6403
  - Mobile, Montrose, Mulligan, Sunnyside *Ref* 7997
  - Mobile, Mulligan, 51st, 52nd *Ref* 5471 *Passed* 5680
  - Mobile, Narragansett, Warwick, Waveland *Ref* 7796 *Passed* 8294
  - Morgan, Sangamon, 100th, 101st *Ref* 6257 *Passed* 6405-06
  - Nagle, Narragansett, 51st, 52nd *Ref* 5625 *Passed* 5867
  - Nagle, Narragansett, 56th, 57th *Ref* 6191 *Passed* 6318
  - Nagle, Natchez, 52nd, 53rd *Passed* 5267-68
  - Nagle, Natchez, 5400 block (T-alley) *Ref* 5541 *Passed* 5678
  - Nashville, Neenah, 52nd, 53rd *Ref* 5625 *Passed* 5867
  - Nashville, Neenah, 53rd, 54th *Ref* 6257 *Passed* 6405
  - Natchez, Narragansett, 64th Pl., 64th *Ref* 5322 *Passed* 5444
  - Natchez, Neenah, 53rd, 54th *Ref* 7997
  - Natchez, Neenah, 57th, 58th *Ref* 5471 *Passed* 5681
  - Natoma, Normandy, IHB RR., 59th *Re-Ref* 5445
  - Natoma, Normandy, 56th, 57th Repealing Ordnce. *Ref* 6190 *Passed* 6319

**Alleys:**
- Paving:
  - Neva, 56th, 57th *Ref* 8311
  - New England, Newcastle, 51st, 52nd *Ref* 5971 *Passed* 6106
  - New England, Newland, 51st, 52nd *Ref* 5732 *Passed* 5867
  - New England, Newland, 53rd, 54th *Ref* 7856 *Passed* 8293
  - New England, Newland, 57th, 58th *Ref* 6257 *Passed* 6405
  - New England, Newland, 58th, 59th *Ref* 6190 *Passed* 6318
  - Newcastle, Oak Park, 58th, 59th *Passed* 5268
  - Nordica, Nottingham, 56th, 57th *Ref* 6055-56 *Passed* 6224
  - Normal, Parnell, 32nd, 33rd *Ref* 6257 *Passed* 6405
  - Northwest Hwy., Ogallah, Oketo, Onarga *Ref* 5624 *Passed* 5865
  - Nottingham, C&WI RR., 63rd Pl., 63rd *Ref* 5322 *Passed* 5444
  - Nottingham, C&WI RR., 63rd Pl., 64th *Ref* 5624 *Passed* 5867
  - Oak Park, Rutherford, 51st, 52nd *Ref* 6257 *Passed* 6405
  - Oak Park, Rutherford, 57th, 58th *Ref* 5971 *Passed* 6106
  - Oak Park, Rutherford, 60th, 61st *Ref* 5471 *Passed* 5681
  - Oakley, Western, 48th Pl., 48th Repealing Ordnce. *Ref* 5624 *Passed* 5865
  - Ozanam, Ozark, Roscoe, School *Ref* 5732 *Passed* 5866
  - Parnell, Wallace, 95th, 96th *Passed* 5269-70
  - Parnell, Wallace, 96th, 97th *Ref* 7796 *Passed* 8293
  - Parnell, 75th, 76th, CWI RR. *Ref* 6257 *Passed* 6405-06
  - Paulina, Wood, 33rd Pl., 33rd *Ref* 6257 *Passed* 6405
  - Peoria, Sangamon, 101st, 102nd *Passed* 5270
  - Perry, La Salle, 83rd, 84th *Ref* 5471 *Passed* 5681
  - Perry, La Salle, 93rd, 94th *Ref* 5471 *Passed* 5681
  - Princeton, C&WI RR., 100th Pl., 100th *Ref* 5184 *Passed* 5444
  - Princeton, Yale, 96th, 97th *Passed* 5270
  - Pulaski, Springfield, 64th Pl., 64th *Ref* 5287, 7795 *Passed* 5442, 8292
  - Pulaski, Springfield, 65th Pl., 66th (Legally-described) *Ref* 5184, 8308-09 *Passed* 5444
  - Pulaski, Springfield, 85th Pl., 85th *Ref* 7796 *Passed* 8292
  - Richmond, Sacramento, 40th Pl. *Ref* 6037 *Passed* 6105
  - Rockwell, Washtenaw, 35th Pl., 36th *Ref* 6449 *Passed* 7228
  - Rockwell, Washtenaw, 36th Pl., 36th *Ref* 6037, 6340 *Passed* 6105, 6403
  - St. Louis, 51st, 55th *Passed* 5271
  - State, Wabash, 88th, 89th *Ref* 6257 *Passed* 6405-06
  - Talman, Washtenaw, 100th, 101st *Ref* 5971 *Passed* 6106
  - Union, 80th, 81st, CRI&P RR. (westerly) *Passed* 5268
  - Wentworth, Yale, 102nd, 103rd *Ref* 6449 *Passed* 7228
  - Woodlawn, NYCStL RR., 81st Pl., 81st *Ref* 6055-56 *Passed* 6224
- Pipe tunnels:
  - Bauwans (sw.) and Evergreen (intersection) [Wieboldt Stores Inc.] *Ref* 8313
  - Chicago to Superior W. of Fairbanks Ct. [Chicago Wesley Memorial Hospital] acceptance and bond *Noted* 5467
- Pipes:
  - Garland Ct. bet. 55 E. Washington and 30 N. Michigan [Chicago Title & Trust Co. (Tr.)] *Passed* 5245 acceptance and bond *Noted* 5728
  - Michigan (223 N.) to s.w. cor. of South Water (lower level )[Frank M. Whiston and Co.] acceptance and bond *Noted* 5180

**Alleys:**

Platform: Carroll (3200-08 W.) [Plasto Manufacturing Co.] *Ref* 5343 *Passed* 5524 acceptance and bond *Noted* 5966

Sewers: Pulaski Rd. bet. 115th and 116th: easement from Beverly Bank (Tr.) *Passed* 7327-28

Smoke stack: LaSalle bet. Washington and 26 ft. n. [100 North LaSalle Assoc. et al.] *Ref* 5538 *Passed* 5668 *Ref* 6230 *Passed* 6314

Speed limits:
- Clark (n.s. alley w.) Morse to Lunt *Ref* 6552
- Komensky to Pulaski (43rd w. to 46th) *Rejected* 5281
- Speed limits in alleys *Ref* 5604

Steam pipes:
- California (3730 N.) connecting 3731 N. Mozart [Uhlich Evangelical Lutheran Orphan Asylum] *Ref* 6555 *Passed* 7223
- Jackson Boul. and State (n.e. cor.) to Adams and State (s.e. cor.) [Frank M. Whiston Co.] *Ref* 7783 *Passed* 8274-75

Switch tracks:
- Fletcher n. of Barry, s. of Belmont [Best Brewing Co.] Repealing Ordnce. *Ref* 7996
- Leclair s. of CMStP&P RR. R/W [Central Soya Co., Inc.] *Ref* 5704 *Passed* 5855-56 acceptance and bond *Noted* 5966

Tunnel: LaSalle bet. Washington and 26 ft. n. [100 North LaSalle Assoc.] *Ref* 5538 *Passed* 5668 *Ref* 6230 *Passed* 6314

Underground raceway bet. Wentworth and Yale s. of 76th [Illinois Bell Telephone Co.] *Passed* 5245-46 acceptance and bond *Noted* 5620

Vacations:
- Aberdeen, Carpenter, Hubbard, Kinzie [Sherman-Reynolds, Inc., et al.] Draft Ordnce. *Noted* 6418
- Aberdeen, Racine, 47th Pl., 48th [Ed Miniat, Inc.] Draft Ordnce. *Noted* 6461
- Adams, Desplaines, Jefferson, Monroe [American National Bank (Tr.) et. al.)] Draft Ordnce. *Noted* 5343
- Adams, Kedzie, Monroe, Spaulding [Bd. of Ed.] *Passed* 5259
- Ainslie, Ashland, Lawrence, Paulina [Evanston Trust and Savings Bank (Tr.)] *Passed* 5266
- Albany, Kedzie, 36th Pl., 36th [3159 W. 36th St. Bldg. Corp. and Zarco Industrial Finishes] Draft Ordnce. *Noted* 5288
- Archer, Cermak Rd., Wentworth [Louise Burg Hospital] *Passed* 5252
- Archer, Harlem, Neva, 54th [Frank M. Phifer, et al.] *Passed* 5264-65
- Argyle, Austin, Higgins, McVicker [Western National Bank of Cicero (Tr.)] *Passed* 6315
- Armitage, Cleveland, Lincoln [Dept. of Urban Renewal (Project Lincoln Park I)] Draft Ordnce. *Noted* 5793
- Armitage, Howe, Larrabee, Willow [Dept. of Urban Renewal (Project Lincoln Park I)] Draft Ordnce. *Noted* 5793
- Armour, Bishop, Hubbard, Kinzie [Hubbard St. Bldg. Corp.] Draft Ordnce. *Noted* 5704 *Passed* 8283
- Arthington, Cicero, Lavergne, Polk [Roland Eisenberg and Oak Park Trust & Savings Bank (Tr.)] Draft Ordnce. *Noted* 6461-62
- Arthur, Lakewood, Loyola, Sheridan Rd. [Loyola University] *Passed* 8276
- Ashland, Kennedy Expressway, Marshfield R/W CMStP&P RR. [Paul-Sey Investment Corp.] *Passed* 5527-28
- Ashland, Marshfield, Polk, Taylor [Medical Center Comn. and Univ. of Ill.] Draft Ordnce. *Noted* 6461
- Ashland Boul., Garibaldi Pl., Polk, Taylor [Dept. of Urban Renewal (Project Near West Side)] *Passed* 5938-39
- Augusta Boul., Cicero, Kilpatrick, Walton [Ralph E. and Nancy L. Belke et al.] Draft Ordnce. *Noted* 7785

**Alleys:**

Vacations:
- Belden, Fullerton, Racine, Seminary (e. and w. of Clinton) [Dept. of Urban Renewal (Lincoln Park II)] *Passed* 5670-71
- Blue Island, Cullerton, Laflin, Loomis, 21st [Woodwork Corp. of America] Draft Ordnce. *Passed* 5537-38
- Blue Island, Morgan, Racine, Roosevelt, 14th Pl., [Dept. of Urban Renewal et al.] Draft Ordnce. *Noted* 6036
- Bowen, Cottage Grove, Drexel Boul., 42nd [A. A. Rayner and Sons and Exchange National Bank (Tr.)] Draft Ordnce. *Noted* 6554
- Broadway, Fremont, Grace, Sheridan Rd. [Michigan Av. National Bank (Tr.)] Draft Ordnce. *Noted* 5292
- Burley, Mackinaw, 110th, 111th [Republic Steel Corp. et al.] Draft Ordnce. *Noted* 6460
- Burling, Dickens, Larrabee, Webster [Dept. of Urban Renewal (Project Lincoln Park I)] Draft Ordnce. *Noted* 5948
- Burling, Dickens, Pearl, Webster [Dept. of Urban Renewal] *Passed* 5863-64
- Byron, Clark, Irving Park Rd., Wayne [C.H.A.] *Passed* 5262-63
- California, Farragut, Foster, Washtenaw [Immanuel Mission Covenant Church] *Passed* 5263-64
- Campbell, Lake, Maypole, Western [Allied Radio Corp. & John Hancock Mutual Life Ins. Co.] *Passed* 5541-42
- Canalport, Desplaines, Jefferson, 21st [Joanna Western Mills Co. and Wendnagel & Co., Inc.] *Passed* 6402-03
- Canalport, Desplaines, Ruble, 21st [Joanna Western Mills Co. and Wendnagels & Co., Inc.] *Passed* 6402-03
- Central Park e. of 74th (GTW R/W) [National Biscuit Co.] *Passed* 5673
- Cermak Rd., Halsted Lumber [CB&Q RR., Co. et al.] Draft Ordnce. *Noted* 5341
- Chase, Greenview, Sheridan Rd., Touhy Draft Ordnce. *Noted* 7787
- Chicago, Fairbanks, Michigan, Superior [Exchange Natl. Bank (Tr.) and Michigan Avenue Natl. Bank (Tr.)] Draft Ordnce. *Noted* 6342
- Claremont, Western, 56th, 57th [Jesuit Fathers of Della Strata] *Passed* 5252-53
- Cleveland, Lincoln, Webster *Passed* 6317-18
- Cleveland, Menomonee, Mohawk, Wisconsin [Dept. of Urban Renewal] *Passed* 8276-77
- Commercial, Exchange, South Chicago, 92nd [South Chicago Savings Bank] Draft Ordnce. *Noted* 5454
- Congress Pkwy., Fifth, Lawndale, Millard [C.H.A.] *Passed* 5259-60
- Congress Pkwy., Harrison, Hoyne, Leavitt [Medical Center Comn.] Draft Ordnce. *Noted* 5289 *Passed* 6100-01
- Congress Pkwy., Harrison, Racine, Throop [Dept. of Urban Renewal] Draft Ordnce. *Noted* 6461
- Cornell, 55th, 56th, IC RR. R/W [Dept. of Urban Renewal et al.] Draft Ordnce. *Noted* 6460
- Cottage Grove, Evans, Marquette Rd., 67th [La Salle National Bank (Tr.)] Draft Ordnce. *Noted* 7803
- Cottage Grove, Langley, Oakwood Boul., Pershing [Dept. of Urban Renewal] Draft Ordnce. *Noted* 6036
- Damen, Grenshaw, Hoyne, Roosevelt Rd. [Medical Center Comn.] Draft Ordnce. *Noted* 5454 *Passed* 6222-23
- Damen, Harrison, Ogden, Winchester [Medical Center Comn.] Draft Ordnce. *Noted* 8312
- Damen, Hoyne, LeMoyne, Schiller [C.H.A.] Draft Ordnce. *Noted* 5609 *Passed* 6101-02
- Devon, Northwest Hwy., Oketo, C&NW Ry. R/W [5848 W. Higgins Avenue Bldg. Corp.] *Passed* 5261-62

**Alleys:**
Vacations:
- Dickens, Dominick, Shakespeare, Southport [United Wire Craft, Inc., and Universal Deliveries, Inc.] Draft Ordnce. *Noted* 5610-11
- Diversey Pkwy., Janssen, Southport [Cook Eelectric Co.] Draft Ordnce. *Noted* 5793
- Division, Haddon, Leavitt, Oakley Boul. [St. Mary of Nazareth Hospital, Inc.] Draft Ordnce. *Noted* 7785
- Dobson, Greenwood, 72nd, 73rd [Dept. of Urban Renewal] Draft Ordnce. *Noted* 7369
- Eastwood, Clarendon, Hazel, Leland [Louis A. Weiss Memorial Hospital] *Passed* 5937-38
- Elm, Hill, LaSalle, Wells [Exchange National Bank of Chgo. (Tr.) et al.] Draft Ordnce. *Noted* 6556
- Elston, Hobson, Holly, C&NW Ry. R/W [Stereotype Equipment Co.] Draft Ordnce. *Noted* 5874 *Passed* 8281-82
- Emerald Dr., Englewood, Halsted Pkwy., 63rd [Sears Roebuck & Co.] *Passed* 5596
- Erie, Green, Halsted, Kennedy Expy. R/W [Am. Nat. Bk. & Tr. Co. Tr.) and La Salle Nat. Bk. (Tr.)] Draft Ordnce. *Noted* 5608
- Eugenie, Hudson, North, Sedgwick [Dept. of Urban Renewal (Lincoln Park I Project)] *Passed* 5529-30
- Eugenie, Larrabee, Mohawk, North [La Salle National Bank (Tr.)] *Passed* 5596-97
- Evans (vacated), Cottage Grove, 42nd, 43rd [C.H.A.] *Passed* 5526-28
- Fairbanks Court, McClurg Court, Ohio, Ontario [William R. Seibert (Tr.) and Central States Motor Freight Bureau, Inc.] Draft Ordnce. *Noted* 5291 *Passed* 5862-63
- Fielding, Normal, Winneconna Pkwy., 79th [Dept. of Urban Renewal (Project 79th-Normal)] *Passed* 8287-88
- Franklin Boul., Ohio, Sawyer, Spaulding [Franklin Boulevard Community Hospital] Draft Ordnce. *Noted* 5790
- Fullerton bet. C&NW. Ry., R/W, Wood and alley e. [Beatrice Food Co.] *Passed* 8277-78
- Fullerton, Kennedy Expwy. R/W, Oakley [Mills Envelope Co.] Draft Ordnce. *Noted* 5455 *Passed* 6223-24
- Fullerton, Laramie, Lockwood, Montana [Cragin Savings and Loan Assn.] *Rejected* 5266
- Gale, Higgins, Milwaukee [Peerless Federal Savings and Loan Assn. and Henry A. and Clara Mae Peterson] Draft Ordnce. *Noted* 5292
- Garfield Boul., Lafayette, State, 57th [E. Rodney, Amanda E. Jones, and Pervis and Lovie Spann] Draft Ordnce. *Noted* 5946
- Garibaldi Pl., Laflin, Polk, Taylor [Dept. of Urban Renewal (Project Near West Side)] *Passed* 5938-39
- Glenlake, Keystone, Peterson, C&NW Ry. R/W [R. W. Troch Oil Co.] Draft Ordnce. *Noted* 5609-10 *Passed* 8280-81
- Goethe, Schiller, State, Dearborn [American National Bank & Trust Co., and HMH Publ. Co., Inc.] Draft Ordnce. *Noted* 6042
- Gullikson Rd., Sayre, 62nd Pl. [American National Bank and Trust Co.] Draft Ordnce. *Noted* 6600
- Gullikson Rd., Sayre, 63rd, C&WI RR. R/W. [Chgo. City Bank & Trust Co. (Tr.), et al.] Draft Ordnce. *Noted* 7982
- Halsted Pkwy., Halsted, 63rd Pl., 63rd [National Boulevard Bank (Tr.) and Frank 63rd Street Building Corp.] *Ref* 5288 *Passed* 5442
- Halsted, Lituanica, 37th Pl., 38th [Peter Eckrich and Sons, Inc. et al] *Passed* 6317 *Amended* 7783-84
- Harding, Lake, Pulaski, O&NW Ry. R/W, [LaSalle National Bank (Tr.) & Lotto, Inc.] *Passed* 5671
- Harper, Stony Island, 75th Pl., 75th [Oak Park Nat. Bank (Tr.)] Draft Ordnce. *Noted* 6111
- Holly, Jones, Logan Boul. [Anheuser-Busch and Glidden Co.] *Passed* 5261

**Alleys:**
Vacations:
- Hoxie, Torrence, 109th [International Harvester Co.] *Passed* 5674
- Hubbard, Kinzie, May, Racine [Pentagon Pattern and Engineering Co.] Draft Ordnce. *Noted* 5947 *Passed* 8283-84
- Hudson, Huron, Kingsbury, Superior [Montgomery Ward Realty Corp.] *Passed* 6102, 7785-86
- Indiana, Michigan, 34th, 35th [National Boul. Bank of Chicago (Tr.)] Draft Ordnce. *Noted* 5943 *Passed* 8289-90
- Indiana, Michigan, 61st, 63rd [Indian Trailer Corp., et al.] Draft Ordnce. *Noted* 5789 *Passed* 8285-86
- Kedzie, Madison, Monroe, Spaulding [Bd. of Ed., et al.] Draft Ordnce. *Noted* 8312-13
- Kenton, Kolmar, Maypole, West End [Bd. of Education] *Ref* 7795 *Passed* 8282
- Kenwood, Kimbark, 56th, 57th [Dept. of Urban Renewal and Bd. of Ed.] Draft Ordnce. *Noted* 6230-31 *Passed* 8289
- Kirkland, Kostner, Ogden, CB&Q RR. R/W [Kraml Dairy, Inc.] *Passed* 5541
- Lafayette, Perry, 85th [Johnson Products Co., Inc.] *Passed* 5256-57 *See* 6114
- Laramie, Lavergne, (vacated), 44th, GM&O RR. R/W [Chgo. Park Dist. and C.H.A.] *Passed* 8284-85
- Larrabee, North, Ogden, Vine [Dept. of Urban Renewal (Project Lnicoln Park I)] Draft Ordnce. *Noted* 5948
- Loomis, Throop, 21st Pl., 21st [H. Kramer and Co.] *Passed* 5861
- Loyola, Lake Michigan, Winthrop Draft Ordnce. *Noted* 7226-27
- Marquette, South Chicago, 92nd, Penn Central Co. R/W [Jetco Properties, Inc. and M-P Calumet Heights Corp.] *Passed* 5674-75
- Meyer, Mohawk, North, Ogden [Dept. of Urban Renewal] *Passed* 7225-26
- Michigan, Wabash, 28th, 29th [Maple Mfg. Co.] Draft Ordnce. *Noted* 5285 *Passed* 6221-22
- Michigan, Wabash, 28th, 29th [Dept. of Urban Renewal (Project 6-C) and Maple Manufacturing Co.] Draft Ordnce. *Noted* 5285
- Michigan, Wabash, 29th, 30th [Dept. of Urban Renewal (Project 6-A)] *Passed* 5677
- Miller, Morgan, Polk, Taylor [American Natl. Bank & Trust Co. (Tr.)] Draft Ordnce. *Noted* 5943
- Ogden, Lincoln, Sedgwick, Wisconsin [Dept. of Urban Renewal] Draft Ordnce. *Noted* 5344 *Passed* 6102-05
- Parnell, 70th, 71st C&WI RR. R/W [Urban Renewal Project Southeast-Englewood, et al.] Draft Ordnce. *Noted* 5702
- Parnell, 70th, 71st, C&WL. RR. R/W [Dept. of Urban Renewal (Project Southeast-Englewood)] Draft Ordnce. *Noted* 5702 *Passed* 8286-87
- Peoria, Sangamon, 61st, 62nd [Dept. of Urban Renewal] *Passed* 5671-73
- Sangamon, 62nd, 63rd Pkwy. [Dept. of Urban Renewal] *Passed* 5671-73
- University, Woodlawn, 60th, 61st (Urban Renewal Redevelopment Project 60th-Cottage Grove) [University of Chicago & American Bar Foundation] Draft Ordnce. *Noted* 5700 *Passed* 8288
- Western Boul., 42nd Pl., 42nd [Wilson Pharmaceutical and Chemical Corp.] Draft Ordnce. *Noted* 6599
- Whipple, 110th, 111th GTW. RR. R/W [Beverly Bank (Tr.) and Kurt Nebel] Draft Ordnce. *Noted* 6235
- Wolcott bet. George and Oakdale [Stewart-Warner Corp.] Draft Ordnce. *Noted* 5290
- Woodlawn, 60th, 61st, IC RR. R/W [Dept. of Urban Renewal] Draft Ordnce. *Noted* 7980
- 25th Pl. bet. Wentworth and Princeton *Passed* 5677-78

- **Alleys:**
  - Vaults:
    - Adams, Dearborn, Quincy, State [LaSalle Natl. Bank (Tr.)] acceptance and bond *Noted* 5180
    - Astor n. of Banks [1335 Astor Cooperative Bldg., Inc.] *Ref* 5706 *Passed* 5858 acceptance and bond *Noted* 6188
    - Benton Pl. n. of Randolph [Prudential Insurance Co.] *Ref* 5606 *Passed* 6314 acceptance and bond *Noted* 7794
    - Calhoun Pl., (LaSalle and Washington—bldg., s.e. cor. rear) [Lurie Co.] *Passed* 5246 acceptance and bond *Noted* 5810
    - Calhoun Pl. e. of LaSalle [Harry B. Helmsley and Irving Schneider] *Ref* 6110-11 *Passed* 6220-21
    - Calhoun Pl., (e.w. alley n.) LaSalle (18 ft. e. to 73 ft. e.) [Harry B. Helmsley d/b/a Investment Properties Assoc.] *Ref* 7783 *Passed* 8271
    - Calhoun Pl. (e.w. alley n.) Madison and State (n.w. cor.) *Ref* 7802
    - Calhoun Pl. bet. Washington and Madison [F.W. Woolworth Co.] acceptance and bond *Noted* 5320
    - Cermak Rd. (209 W.) [Lung Kai Co.] Repealing Ordnce. *Ref* 5183 *Passed* 5441
    - Dearborn (1-15 S.—n.s. alley e.—rear) [First Federal Savings and Loan Association] *Ref* 7979
    - Dearborn 1-15 S. (rear) [First Federal Savings & Loan Assn.] *Ref* 6230 *Passed* 6313-14
    - Goethe and State (n.w. cor.) [Loew's Chicago Hotel Corp.] *Ref* 5793 *Passed* 5935-36 acceptance and bond *Noted* 6254
    - Michigan (180 N.) [Romanek-Golub & Co.] *Passed* 5247
    - Michigan (180 N.) s. of Lake [Server Co.] *Ref* 8307
    - Michigan (180 N.) [Server Co.] *Ref* 5606 *Passed* 5668-69
    - Paulina (4601-11 N.—n.s. alley e.) Wilson (n.) [American Indian Center, Inc.] *Ref* 8315
  - Water supply pipes: North (e.w. alley) Cleveland to Meyer Ct. *Passed* 6004
- All Saints Center (Chase House): License-fee exemption *Ref* 5546 *Passed* 5578
- All Saints Child Development Center (Episcopal Diocese of Chicago): License-fee exemption *Ref* 6463 *Passed* 7914
- All-Star Television, Inc.: Franchise agreement to operate Community Antenna Television System within the City *Ref* 7855
- Allied Radio Corp. (John Hancock Mutual Life Ins. Co.): Vacation of alley *Passed* 5541-42
- Alpha Airlines, Inc.: Lease at Merrill C. Meigs Field *Passed* 5735-37
- Alport (L.E.) and Company:
  - Parking site operation agreements:
    - Cornell (5404 S.) *Ref* 7217 *Def* 7344 *Passed* 7581-86
    - Lake Park (5230 S.) *Ref* 7217 *Def* 7346 *Passed* 7615-21
- Altgeld Nursery School: License-fee exemption *Ref* 6344 *Passed* 6383
- Altgeld St.: Water pipes: Wrightwood [Cory Corp.] *Ref* 7804 *Passed* 8271
- Amalgamated Trust & Savings Bank:
  - Depositary of City/school funds *Passed* 7294
  - Depository for Model City Program Fund *Passed* 6193
- American Airlines, Inc:
  - Assignment of Leases at Chicago-Midway Airport:
    - Aviation Training Enterprises, Inc. *Passed* 7875-79
    - Butler Aviation Co. *Passed* 7879-85
    - Commuter Airlines *Passed* 7885-88
    - Dobbs House *Passed* 7871-75, 7888-92
    - Flight Safety, Inc. *Passed* 7892-96
  - Hangar site addition at Chicago-O'Hare International Airport *Passed* 6573-80
- American-Airlines, Inc.:
  - Leases:
    - Chicago Midway Airport for hanger site *Passed* 5472-76
    - Chgo.-O'Hare Airport:
      - Basement space (bldg. No. 3) *Passed* 7292-94
      - Office space (basement) *Amended* 5633
      - City for Parking facilities and construction of runways *Def* 7934-39 *Passed* 8002-17
- American Automated Industries, Inc.: Property bid at 1156 W. Cermak Rd. *Ref* 6055 *Passed* 6284-85
- American Bar Foundation (University of Chicago): Vacation of alley Draft Ordnce. *Noted* 5700 *Passed* 8288
- American Hospital:
  - Fuel oil tanks *Passed* 5244
  - License-fee exemptions *Ref* 5708, 6239 *Passed* 5745, 5844-45, 6284
- American Indian Center, Inc.: Vault *Ref* 8314
- American-Laundry, Inc: Steel culvert with pipes: *Ref* 6600 *Passed* 7222 acceptance and bond *Noted* 7852
- American Legion: Mt. Greenwood Post No. 844: Lease to City *Passed* 5381
- American Locker Co.:
  - Leases:
    - Chgo. Midway Airport: *Def* 6015 *Passed* 6163-64
    - Chgo.-O'Hare International Airport *Def* 6015-16 *Passed* 6164-65
    - Merrill C. Meigs Field *Def* 6016 *Passed* 6165-66
- American Medical Assn.: Sidewalk vault *Ref* 5543 *Passed* 5665 acceptance and bond *Noted* 5966
- American National Bank and Trust Company:
  - Alley vacations:
    - Adams, Desplaines, Jefferson, Monroe (block) Draft Ordnce. *Noted* 5343
    - Erie, Green, Halsted, and Kennedy Expy. R/W Draft Ordnce. *Noted* 5608
    - Goethe, Schiller, State, Dearborn [HMH Publ. Co., Inc.] Draft Ordnce. *Noted* 6042
    - Gullikson Rd.: Sayre to 62nd Pl. Draft Ordnce. *Noted* 6600
    - Miller, Morgan, Polk, Taylor (block) Draft Ordnce. *Noted* 5943
  - Depositary of City/school funds *Passed* 7294
  - Depository for Model City Program Fund *Passed* 6193
  - Lease to City *Passed* 6267-68, 6269
  - Lease of space with Dept. of Urban Renewal *Def* 6396 *Passed* 6464
  - Pipes *Ref* 5285 *Passed* 5438 acceptance and bond *Noted* 5810
  - Spec.-assess. settlement: *Passed* 7916
  - Street vacations:
    - Caldwell bet. Cicero and 161.48 ft. s.e. *Passed* 5470 *Noted* 5811
    - Carroll bet. Clark and Dearborn Draft Ordnce. *Noted* 5610
    - Frontier: Irving Park Rd. to 354 ft. w. *Passed* 5265 Repealing Ordnce. *Ref* 5701 *Re-ref* 6308
    - Green: Erie to Halsted Draft Ordnce. *Noted* 5608
    - Gullikson Rd.; Sayre to 62nd Pl. Draft Ordnce. *Noted* 6600
    - 107th: Langley to CRI&P RR., R/W Draft Ordnce. *Noted* 5286
  - Vault acceptance and bond *Noted* 5467
  - Zoning-reclassification request [19-H] *Ref* 6255 *Def* 7221 *Rejected* 7373
- *American National Bank and Trust Co., et al. vs. City*: Corp. Cnsl. comc. on Appellate Court decision *Filed* 5469, 5565
- American Oil Co.:
  - Lease at Chicago-O'Hare International Airport: underground facilities *Passed* 5481-82
  - Zoning-reclassification request [26-F] *Ref* 5469 *Def* 6304 *Passed* 6432

- American Society of Clinical Pathologists: Building permits (free) *Ref* 7985 *Passed* 8113
- Amundsen City College: Loss of accreditation by North Central Assn. unless remedial action is taken, etc. *Ref* 7985
- Amxco, Incorporated: Switch track *Ref* 7983 *Passed* 8268
- Ancona School Society Inc. Day Care Center: License-fee exemption *Ref* 5457 *Passed* 5496-97
- Ancona St.: Water-supply pipes: Sangamon *Passed* 8127
- Anderson, (Rev.) Carl: Invocation *Noted* 5176
- Anderson, Ralph: Property purchase from Dept. of Urban Renewal (No. 69-DUR-47) *Def* 5275 *Passed* 5352
- Andersonville Chamber of Commerce: Art-fair permit *Passed* 5949
- Anheuser-Busch, Inc. and Glidden Co.: Vacation of alley *Passed* 5261
- Animals:
  - Confiscation of vicious dogs, etc. *Ref* 7786
  - Dogs prohibited in food stores *Ref* 5562 *Passed* 6022-23
  - Fees for licensing of dogs, etc. *Ref* 6340
  - Resolution to conduct hearings into alleged abuses at City animal pound, etc. *Ref* 6343-44
- Annexations (*See* also Airports)
  - Change in the amount of land a municipality may annex: Gen. Assem. urged to enact [H. B. 2702] *Def* 5521 *Noted* 5613
  - Municipal property: Automatic disconnection of property when territory is annexed, etc.: Gen. Assem. urged to enact [H. B. 1803] *Def* 5594 *Noted* 5716
  - Petition for annexation of certain lands [First American Realty Co.] *Ref* 5811 *Passed* 5987-88
  - Petition to disconnect from City territory along Chicago and Village of Skokie *Ref* 5566
  - Territories:
    - Chgo.-O'Hare International Airport (adjacent) lying within boundaries of 38th Ward (legally described) *Passed* 6061-65
    - Cook County: Sect. 18 in Twp. 40 (legally described) *Passed* 5891-92 *Noted* 6447
    - DuPage County: Sects. 1, 12 and 13 in Twp. 40 (legally described) *Passed* 5891-92 *Noted* 6447
    - Fairview, Higgins Rd. (area—unincorporated) petition [William J. and Izora M. Moreland] *Ref* 6361 (*See* 6419, 7257
    - Fairview and Higgins (legally described) [38th Ward] *Ref* 6419 *Passed* 7257 (*See* 6361)
    - Laporte and 77th (adjacent to) *Passed* 6572-73
    - Mount Olivet Cemetery area (unincorporated) petition [Catholic Bishop of Chicago] *Ref* 6361
    - Unincorporated territory, etc.: Gen. Assem. urged to enact [H.B. 1819] *Def* 5595 *Noted* 5718
- **Annuity and benefit funds:**
  - (*See also names of particular funds*)
  - Appropriation for 1970 *See* 527-28 (*Note* 6638)
  - Certification of City's contributions:
    - Firemen's A&B Fund (1970) *Ref* 6190
    - Municipal Employee's A&B Fund (1970) *Ref* 6190
- Anthony Av.:
  - Car wash construction at Chappel and 85th (n.w. cor.) *Ref* 5286
  - Spec. assess. foreclosure: 8400-02 S. *Passed* 6383-84
- Anti-Ballistic Missile program: President and Congress urged to oppose continuation of program *Ref* 5538
- Anti-Cruelty Society: License-fee exemption *Ref* 7757 *Passed* 7913
- Antioch Missionary Baptist Church: Building permits (free) *Ref* 5708 *Passed* 5920, 6071
- Apartment hotel [*listed under* Hotels]
- Apollo 11 Drive: Name changed from *Outer Drive North* *Ref* 5949
- Appeals (Zoning) Board of [*listed as* Zoning of Appeals]
- **Appointments:**
  - (*See also names of appointees and offices*)
  - Air Pollution Technical Advisory Board *Ref* 5954 *Approved* 6095
  - Chicago City College, Board of *Approved* 5271
  - Chicago Park District *Ref* 5176-77, 6443 *Def* 5338 *Approved* 5463, 5808-09, 6593
  - Chicago Plan Commission (2) *Approved* 5271, 5530 *Ref* 5356
  - Chicago Public Library (Bd. of Dirs.) *Approved* 5362
  - Corporation Counsel *Ref* 7848 *Approved* 8001-02
  - East Humboldt Park-Near Northwest Conservation Community Council (9) *Filed* 5177
  - Education, Board of (2) *Ref* 5808 *Def* 5940 *Approved* 6047
  - Environmental Control, Dept. of *Ref* 7752 *Approved* 7799
  - Health, Board of *Ref* 7752 *Approved* 7799
  - Health, Commissioner of *Ref* 6356 *Approved* 6457
  - Human Relations, Commission on (2) *Approved* 5185, 7380 *Ref* 7246 (2)
  - Lincoln Park Conservation Community Council *Filed* 5177
  - Metropolitan Fair and Exposition Authority *Filed* 5954
  - Motion Picture Appeal Board *Filed* 6052
  - Northeastern Illinois Metropolitan Area Planning Commission *Filed* 5808
  - Plumbers, Board of Examiners *Ref* 6250 *Approved* 6363
  - Police Board, Chicago of *Ref* 5356 *Approved* 5534
  - Policemen's A&B Fund, Retirement Board *Approved* 5356 *Ref* 7752-53
  - Port of Chicago, Director of *Ref* 6443 *Approved* 6551
  - Public Building Commission *Ref* 5176 *Approved* 5626, 6052
  - Rehabilitation of Persons, Commission for (17) *Ref* 6186 *Approved* 6310
  - Uptown Conservation Community Council (13) *Filed* 5177
  - West Woodlawn Conservation Community Council (3) *Filed* 5177
  - Zoning Board, of Appeals *Ref* 6443 *Approved* 5809, 7219
- **Appropriations (1970):**
  - Annual Appropriation Ordinance:
    - Budget (Executive):
      - Amendments *Ref* 6223, 7236-38 *See* 6628 *Journal correction* 7215-16, 7374-75
      - Appropriations distribution by functions, subfunction and activities *Noted* 570A-570G (*Note* 6638)
      - Appropriations for liabilities *See* 13 (*Note* 6638)
      - Appropriation Ordinance *Ref* 6354, *Filed* 7794
      - Corrections and revisions *Noted* 6629-38 *Journal correction* 7215-16
      - Document transmitted to Council *Ref* 6354 *Def* 6395, 7779
      - Mayor's statement on budget *Noted* 6348—54
      - Newspaper publication *Noted* 6447, 7755
      - ORDINANCE (general provisions, record, etc.) *Passed* 1-561 *See* 7794, 7853 (*Note* 6638)
      - Preliminary estimates *Ref* 5970
      - Public hearing: date set *Noted* 6420 (*See* 6442)
      - Salary (base) schedule *Noted* 555 (*Note* 6638)
      - Salary (base) schedule for physicians *Noted* 559 (*Note* 6638)
      - Salary (base) schedule for registered nurses *Noted* 557 (*Note* 6638)
      - Salary (base) schedules for uniformed firefighters and police positions *Noted* 561 (*Note* 6638)
      - Salary, (longevity) schedule *Noted* 556 (*Note* 6638)
      - Salary (longevity) schedules for registered nurses *Noted* 558 (*Note* 6638)
      - Salary schedules for technical service *Noted* 560 (*Note* 6638)
      - Summaries *See* 562-69 (*Note* 6638)

- Archdiocese of Chicago [*listed as* Catholic Bishop of Chicago]
- Archdiocese of the Chicago School Board: Building permits (free) *Ref* 7788 *Passed* 7911-13
- Archer Av.:
  - Parking prohibited (all times): 6059-61 S. *Ref* 7781
  - Parking prohibited (specified hours):
    - Cicero to Harlem (both sides) *Ref* 5283 *Passed* 7966
    - Cicero to Harlem (both sides) *Ref* 5785 *Rejected* 7973
  - Parking restricted (specified hours): Cicero to Harlem (both sides) *Rejected* 5695
  - Property acquisitions:
    - Komensky for MFT channelization *Def* 6399-6302 6422-25
    - Western for MFT channelization *Def* 6299-6302 *Passed* 6422-25
  - Site designated at Pulaski for school-park complex *Ref* 5882
  - Spec.-assess. foreclosure: 5850-52 S. *Passed* 5410
  - Switch track bet. LaSalle and Wentworth: agreement bet. City and CRI&P RR. Co. for removal *Passed* 6002-04
- Archer National Bank: Depository for Model City Program Fund *Passed* 6193
- Architectural Capital Account: Appropriation for 1970 *See* 345 *Noted* 6638
- Architectural landmarks (*See* Historical landmarks)
- Architecture and Building Maintenance, Bureau of: Appropriation for 1970 *See* 28-29, 41, 330-345, 479 (*Noted* 6638)
- Ardmore Av.: Parking restricted (specified hours): 2405-07 W. Eliminating Ordnce. *Passed* 7968
- Argyle St.:
  - Parking prohibited (all times):
    - Broadway (alley w.-s. side) *Ref* 6227
    - Lockwood (324 ft. w. to 55 ft. w.-s. side) *Ref* 8304
  - Water-supply pipes: Delphia *Passed* 6292
- Armitage Av.:
  - Covered passageway w. of Southport [Southport-Armitage, Inc.] *Ref* 5611 *Passed* 5669 acceptance and bond *Noted* 5966
  - Leases:
    - 834 W. for Dept. of Human Resources [Armitage Av. Methodist Church] *Passed* 5196
    - 4601-09 W. for Dept. of Streets and Sanitation [Adolph J. Nielsen, d/b/a Nielsen and Nielsen] *Passed* 6269
  - Parking prohibited (all times):
    - 3223 W. *Rejected* 5280
    - 3314-16 W. *Eliminated* 6025
  - Sidewalk-sale permit (4134 W.) [Drews Department Store] *Passed* 5948 *Amended* 6041
  - Switch tracks:
    - Central [Humboldt Iron & Metal, Inc.] *Ref* 6341 *Passed* 6401
    - Central (w. of) (d/b/a West End Paper Stock Co.) Repealing Ordnce. *Ref* 7757 *Passed* 8275
- Armitage Avenue Methodist Church: Lease to City *Passed* 5196
- Armour & Co: Lease at Chicago Midway Airport for hangar space. *Passed* 8084-88
- Armour, (Laurance) Day School: License-fee exemption *Ref* 5545 *Passed* 5578
- **Arterial Highway System:**
  - (*also listed under names of particular streets*)
  - Inclusion of streets in system:
    - Kedzie (Touhy to Pratt) *Passed* 5276 State approval *Noted* 5467-68
    - Pratt (Western to Kedzie) *Passed* 5276 State approval *Noted* 5467-68
    - 83rd (Burley to Green Bay) *Ref* 5871 *Rejected* 6031
- **Arterial Highway System:**
  - Motor Fuel Tax projects:
    - Bridges, viaducts, etc.:
      - Maintenance, repair and painting (including visual aids) for 1969: allocation of funds *Passed* 5418-19 State approval *Noted* 5564
      - Maintenance, repair and painting of existing bridges, viaducts and related appurtenances on arterial streets, non-arterial streets and highways during 1969: allocation *Passed* 5503-05 Amending Ordnce. *Passed* 5755 State approval *Noted* 5620, 5966
    - Curb and gutter reconstruction, etc., 1969: allocation of funds *Passed* 6291 State approval *Noted* 6447
    - Curb and gutter reconstruction (1970) expenditure *Passed* 7925
    - Curb and gutter reconstruction, etc.: expenditure (section curb and gutter 1969-A) State approval *Noted* 5320
    - Curb and gutter reconstruction, etc. (non-arterial streets): expenditure (section curb and gutter 1969-N) State approval *Noted* 5320
    - Pavement repairs for 1969: State approval *Noted* 5180
    - Pavement repairs for 1969: allocation of funds State approval *Noted* 5320
    - Pavement repairs for 1969: allocation of funds *Passed* 5500-01 State approval *Noted* 5620
    - Pavement repairs for 1969 (non-arterial streets): allocation of funds State approval *Noted* 5320
    - Pavement repairs for 1969 (non arterial streets): section asphalt pavement *Passed* 5502 State approval *Noted* 5620
    - Pavement repairs for 1969 (non-arterial streets): section curb and gutters (MFT) *Passed* 5501-02 State approval *Noted* 5620
    - Pavement repairs for 1970: allocation of funds *Passed* 8125
    - Pavements:
      - Central (Foster to Lake): expenditure *Passed* 5508 State approval *Noted* 5729
      - Devon (Milwaukee to Nagel): expenditure *Passed* 5508 State approval *Noted* 5729
      - Fullerton (Grand to Western): expenditure *Passed* 5508 State approval *Noted* 5729
      - Lake Shore Dr. (Banks to LaSalle Dr.—Project No. 557) allocation of MFT funds *Passed* 5503 State approval *Noted* 5620
      - Lake Shore Dr. (Bellevue Pl. to Oak—Project No. 557) allocation of MFT funds *Passed* 5503 State approval *Noted* 5620
      - Pratt (Kedzie to Western): expenditure *Passed* 5508 State approval *Noted* 5729
      - Sacramento (Belmont to Palmer Sq.) increase in allocation *Passed* 6388
      - Sacramento at Franklin Boul: expenditure *Passed* 5508 State approval *Noted* 5729
      - 31st bet. California and C&IW RR. (Project No. 504): expenditure *Passed* 5507-08 State approval *Noted* 5620
      - 119th (Vincennes to Western): expenditure *Passed* 5508 State approval *Noted* 5729 *Passed* 6081 State approval *Noted* 6254
    - Property acquisition: Kedzie bet. Diversey and Emmett (widening reconstruction, etc.) *Passed* 5505-06 State approval *Noted* 5620, 6188
    - Sewer cleaning and repairs, etc. for 1969 State approval *Noted* 5180, 5320
    - Sewer cleaning and repairs, etc. (1969): allocation *Passed* 6210-11 State approval *Noted* 6447
    - Sewer cleaning and repairs, etc. (1969): expenditures *Passed* 5508-09 State approval *Noted* 5620
    - Sewer cleaning and repairs, etc. (1970) expenditures *Passed* 7775-76 *State* approval *Noted* 7852
    - Snow and ice control maintenance for 1969 State approval *Noted* 5180
    - Snow and ice control maintenance expenditure for 1969 *Passed* 5644

- **Arterial Highway Systems:**
  - Motor Fuel Tax projects:
    - Snow and ice control (1970): expenditure *Passed* 8125
    - Street-cleaning maintenance for 1969 State approval *Noted* 5180
    - Street-cleaning maintenance for 1969: allocation of funds State approval *Noted* 5320
    - Street-cleaning maintenance for 1969: expenditure *Passed* 5502, 6081-82 State approval *Noted* 5620, 6254
    - Street-cleaning maintenance for 1969 (non-arterial streets) State approval *Noted* 5320
    - Street-cleaning maintenance for 1969 (non-arterial streets): expenditure *Passed* 5502-03 State approval *Noted* 5620
    - Street-cleaning maintenance for 1970: expenditure *Passed* 8125-26
    - Street-lighting maintenance for 1969: allocation *Passed* 5760 State approval *Noted* 5966
    - Street-lighting maintenance for 1970: allocation of funds *Passed* 8124
    - Street-markings installation (semi-permanent): allocation of funds *Passed* 5847 State approval *Noted* 5967
    - Traffic-control devices: construction and installation *Passed* 6000 State approval *Noted* 6188
    - Traffic-control devices on state highways and arterial streets for 1970: expenditure *Passed* 8124-25
    - Traffic-signal lights: maintenance and operation (1969): allocation *Passed* 5758 State approval *Noted* 5996
- Artesian Av.:
  - Parking prohibited (all times): Devon (alongside 2424 W.—alley n.) *Ref* 5785
  - Parking prohibited (specified hours): Lake (175 ft. n. to 55 ft. n.—both sides) *Passed* 5692
  - Paving—Glenlake to Peterson *Ref* 7998
- Arthington St.:
  - Building demolitions:
    - 2710 W. (rear) *Passed* 5288-89
    - 2714 W. *Passed* 5288-89
    - 2722 W. *Passed* 5947
    - 2744 W. *Passed* 8311
    - 3801 W. *Passed* 5343-44
    - 3841 W. *Passed* 6418
- Ashland Av.:
  - Building demolitions:
    - 4140 N. *Passed* 6419
    - 5900 S. *Passed* 6417-18
    - 5900-08 S. *Passed* 6599
    - 6709-11 S. *Passed* 8309-10
    - 7243 S. *Passed* 8309-10
    - 7253 S. *Passed* 8309-10
  - Carnival or street fair at 4501 S. [Immaculate Heart of Mary Church] *Passed* 5873
  - Conduits for flasher-light signals over CB&Q RR. tracks *Ref* 6555 *Passed* 8268-70
  - Leases:
    - 1123 N. for Dept. of Human Resources [Charles C. Breyer] *Passed* 5196, 8096
    - 8646 S. for Law Dept. [Hayes and Sons Storage and Moving] *Passed* 5202
  - Parking prohibited (all times):
    - Rosehill Dr. (20 ft. n. to 110 ft. n. - w. side) *Passed* 6328
    - Rosehill Dr. (20 ft. n. to 130 ft. n. - w. side) *Ref* 5869
  - Parking restricted (specified hours):
    - Garfield (200 ft. n. to 50 ft. n.—w. side) *Eliminated* 6027
    - Hollywood (125 ft. n. to 90 ft. n. - w. side) *Ref* 5869 *Passed* 7967
- Ashland Av.:
  - Paving: 63rd intersection: (MFT allocation of funds increased (Project No. 564) *Passed* 5765-66 State approval *Noted* 5967
  - Property acquisition at Harrison for MFT channellization *Def* 6299-6302 *Passed* 6422-25
  - Sidewalk-sale permit bet. 45th & 52nd [Back of the Yards Council] *Passed* 5788
  - Spec.-assess. foreclosures:
    - 1405 N. *Passed* 5410
    - 3420 S. *Passed* 6383
    - 4318-22 S., etc. *Passed* 5921
    - 4356-58 S., etc. *Passed* 5921
    - 4452 S. *Passed* 8118-19
    - 6035 S. *Passed* 8118-19
    - 11133-49 S. *Passed* 5410
  - Vacation of street bet. Armitage & Homer [W. J. Saunders & Co.] Draft Ordnce. *Noted* 5791
  - 15th to 16th: Underpass improvements (1968) (Project No. 580) *Passed* 5766 State approval *Noted* 5967
- Asphalt Plant Capital Account: Operation authorization for 1970 *See* 461 (*Note* 6638)
- Association of Commerce and Industry [*listed as* Chicago Association of Commerce and Industry]
- Association of Jewish Blind of Chicago: License-fee exemption *Passed* 5496
- Astor St.: Parking prohibited (special hours) Division to North Boul. (e. side) *Passed* 5276-77
- Auburn Park Chamber of Commerce: Sidewalk-sale permits *Passed* 5873 *Amended* 6038
- Audy Home:—Re-examination of decision to approve new construction, etc. *Ref* 6118
- August, Arthur: Spec-assess. settlement *Passed* 5396
- Augusta Boul.: Speed limit Milwaukee to Western *Ref* 6228
- Augustana Home for the Aged (Lutheran Welfare Services of Illinois): License-fee exemption *Ref* 7234 *Passed* 7297
- Augustana Hospital: License-fee exemption *Ref* 5795 *Passed* 5844-45
- Augustana Nursery: License-fee exemptions *Ref* 5875, 7986 *Passed* 5921, 8115
- Austin Art Committee of the Organization for a Better Austin: Sidewalk-sale permit *Passed* 5609
- Austin Av.:
  - Parking prohibited (all times): Eddy (alley n. - e. side) *Ref* 6227 *Passed* 7964
  - Parking prohibited (specified hours): Cornelia to Eddy *Eliminated* 5278
  - Spec.-assess. foreclosure: 6445 S. *Passed* 5410
- Austin (Judge) Richard B.: U.S. District Court; Resolution that CHA adopt and implement requirements for development of New Public Housing standards as set forth in order *Ref* 5790
- Automobiles: Abandoned automobiles removal from public ways, etc. *Ref* 5291
- Avenue G:
  - Sewer construction bet. 116th to 117th *Ref* 7998-8001
  - Street closing bet. 111th and 112th [Annunciata Elementary School] *Passed* 6037
- Avenue H: Sewer construction bet. 116th to 117th *Ref* 7998-8001
- Avenue J: Sewer construction bet. 116th to 117th *Ref* 7998-8001
- Avenue L:
  - Building demolition 10015 S. *Passed* 5539
  - Sewer construction bet. 116th to 117th *Ref* 7998-8001
- Avenue M:
  - Sewer construction bet. 116th to 117th *Ref* 7998-8001
  - Spec.-assess. foreclosure: 10334 S. *Passed* 5410
- Avenue N: Sewer construction bet. 116th to 117th *Ref* 7998-8001
- Avenue O:
  - Parking permitted (diagonal): 89th to 91st (e. side) *Ref* 7976

Avenue O:
- Pipe line at Pa. RR. [Badger Pipe Line Co.] Amendatory Ordnce. *Passed* 5250 (*See* C. J. Sept. 10, 1954 pp. 8154-55)
- Sidewalks—135th to 275 ft. s. (w. side) *Ref* 5184 *Passed* 5679
- Water-supply pipes: 118th to 117th *Passed* 5646

Avers Av.:
- Parking prohibited (specified hours): Dickens to Palmer (both sides) Eliminating Ordnce. *Ref* 5283 *Passed* 5600
- Paving—Archer to 50th Repealing Ordnce. *Ref* 5811 *Passed* 5940

Aviation, Committee on:
- Appropriation for 1970 *See* 16, 80 *Noted* 6638
- Membership assignments *Def* 5239 *Adopted* 5347

**Aviation, Department of:**
- Appropriation for 1970 *See* 31, 57, 354-362, 542-547 *Noted* 6638
- Transfer of funds (1969) *Passed* 6057, 6263, 6479

Aviation Training Enterprises, Inc.: Sublease at Chicago-Midway Airport for operations of rooms and offices [American Airlines, Inc.] *Passed* 7875-79

AVNET, Inc. Corp., etc.: Property bid at 1072 W. Fry *Ref* 6448 *Passed* 7295

Avondale Av.: Vacant land at Mozart adjacent to Kennedy Expwy.; lease agreement bet. City and State *Passed* 7325-27

B. and P. Motor Express Inc.: Easement agreement for construction of Leamington Av. Sewer across private property (Contract No. 3B) *Passed* 5224-25

Bach, Ira J.: Appointment (Northeastern Ill. Metropolitan Area Planning Commission) *Filed* 5808

Back of the Yards Council: Sidewalk-sale permit *Passed* 5788

Badger Pipe Line Co.: Pipe Amendatory Ordnce *Passed* 5250

Baginskis, (Rev.) Boleslavs: Appointment (East Humboldt Park-Near Conservation Community Council) *Filed* 5177

Bakeries and bakery products (*See* Food and food products)

Baldacci, Louis: Reappointment (Rehabilitation of Persons, Comn. for) *Ref* 6186 *Approved* 6310

Balmoral Av.:
- Parking prohibited (all times): Lincoln (20 ft. e. to 20 ft. e.-s. side) *Rejected* 7972
- Paving—Meade to Moody to 292 ft. e. *Ref* 7796 *Passed* 8294

Baltimore and Ohio Chicago Terminal Railroad Co.: Lease to City at Western Av. (legally described) *Passed* 8101

Bank of America:
- Loan notes (temporary) low-bid acceptance (Ill. R-6) (LG) *Passed* 6265-66
- Loan notes (temporary) low-bid acceptance (Ill. R-37) (LG) *Passed* 5989
- Placement bid paid by U.S. for project notes in Fourth Series 1970 *Passed* 7762-63
- Project notes No. R-9 (ratified) *Passed* 8083

Bank of Lyons, Trust Co.: Spec.-assess. settlemnt: *Passed* 6370

Banks and banking [*listed under names of individual banks*]

Banks, Ernie: Congratulations extended on being "The Greatest Cub Ever" *Adopted* 5707

Barry Av.:
- Building demolition 3549 W. *Passed* 6040-41
- Street vacation: Campbell to Chicago River (portion) [Material Service Corp., et al.] Draft Ordnce. *Noted* 8313-14

Bauer, Peter: Appointment (Lincoln Park Conservation Community Council) *Filed* 5177

Bauer, (Rev.) Thomas: Invocation *Noted* 7751

Bauler Av.:
- Name changed from *North Av.* at 100 each from N. Lake Shore Dr. to east of No. Branch of Chicago River *Ref* 7795
- Name changed from *North Av.* bet. Lake Shore Dr. and Chicago River *Ref* 7795

Bauler, Paddy: Congratulations extended on 80th birthday *Adopted* 7804

Beaches, municipal bathing (General):
- (*See also names of particular beaches*)

Beacon Neighborhood House, United Christian Community Services: License-fee exemption *Ref* 6240 *Passed* 6284

Beacon St.: Street closing; 4400 N. (block) [Stockton Elementary School] *Ref* 8315

Beatrice Food Co.: Vacation of alley *Passed* 8277-78

Beech-Nut, Inc.: Lease at Chicago-O'Hare International Airport [assignment from Beech-Nut Life Savers, Inc.] *Passed* 5484

Beech-Nut Life Savers, Inc.:
- Lease at Chicago Midway Airport [assignment to Dobbs Houses] *Passed* 5483-84
- Leases at Chicago-O'Hare International Airport:
  - Assignment to Beech-Nut, Inc. *Passed* 5484
  - Assignment to Dobbs Houses, Inc. (Flight Kitchen) *Passed* 8083

Begner, (Comndr.) Maurice K.: CTA memorialized to name terminal facility in Jefferson Park *Adopted* 6043

Bein, Louis: Zoning-reclassification request [13-G] *Ref* 5730 *Def* 6018-19 *Passed* 6169

Belden Av.: Parking prohibited (all times); 800 and 900 W. (block-10 ft. e. and w. of driveways) *Ref* 5785 *Rejected* 6030

Belke, Ralph E. and Nancy L.: Vacation of alley Draft Ordnce. *Noted* 7785

Bell Av.:
- Flagpole at 6600 S. [6500-6600 S. Bell Av. Block Club] *Ref* 5454
- Occupancy of space 13th to 30 ft. s. of e.w. alley [Acme Barrel Company] *Ref* 7369
- Paving—3300 block s. *Ref* 5539 *Passed* 5678

Belle Plaine Av.:
- Parking prohibited (all times):
  - Milwaukee (110 ft. e. to 50 ft. e.-s. side) *Ref* 6414
  - Springfield (110 ft. w. to 50 ft. w.-both sides) *Ref* 7781

Belmont Av.:
- Channelization at Narragansett 1965-3 (Project No. 497) allocation of MFT funds *Passed* 5761-62 State approval *Noted* 5967
- Parking prohibited (all times): 510 W. (driveways) *Ref* 6227 *Rejected* 7973
- Parking prohibited (specified hours):
  - Elston to 200 ft. w. (s. side) *Ref* 8304
  - Osceola (20 ft. w. to 45 ft. w.-s. side) Eliminating Ordnce. *Ref* 6032
  - Western to 200 ft. w. of California (s. side) Eliminating Ordnce. *Ref* 6227
  - 2645 W. (Washtenaw s. side) Eliminating Ordnce. *Ref* 6227
  - 2645 W. (Western-s. side) *Ref* 6227
- Parking restricted (specified hours):
  - Osceola (20 ft. w. to 45 ft. w.—s. side) Eliminating Ordnce. *Passed* 7968
- Sidewalk-sale permit at 6004-6008-6012 W. [Lee (Joy), Lora Lynn & Pearl's Gift Shop] *Passed* 5704, 5948
- Sidewalk-sale permit (Nos. 6801-6813 W.) [Ben Franklin Store] and [Marco Drugs] *Passed* 6041
- Speed limit: Central Park to Ridgeway *Rejected* 6031

Belmont Community Hospital: License-fee exemption *Ref* 6556 *Passed* 5217-18, 6584

Belmont National Bank:
- Depositary of City/school funds *Passed* 7294
- Depository for Model City Program Fund *Passed* 6193

- Belt Railway Co.:
  - Easement for construction of Leamington Av. Sewer (Contract No. 3-B) *Passed* 5848-50
  - Switch track *Ref* 6037 *Passed* 6097 acceptance and bond *Noted* 7217
- Ben Franklin Store: Sidewalk-sale permit *Passed* 6041
- Benton Pl.: Vault at Lake and Wabash (s.w. cor.) [American National Bank (Tr.)] acceptance and bond *Noted* 5467
- Berchos, Peter: Spec.-assess. settlement *Passed* 5396
- *Berg, Jacob Oscar* vs. *Casimir Cwiklinski et al.*: Corp. Cnsl. comc. on U.S. Court of Appeals *Filed* 5968
- Berning, Evelyn: Spec.-assess. settlement *Passed* 5747
- Berres, Raymond F.: Congratulations extended on retirement as pitching coach with Chicago White Sox *Adopted* 6343
- Berry, Robert I.: Property bid at 1700-02 W. North Av. *Ref* 6448 *Passed* 7295
- Berteau Av.:
  - Parking prohibited (specified hours): Milwaukee (to alley e.—south side) *Passed* 5447
  - Water supply pipes: Major to Mango *Passed* 5850
- Berwyn Av.:
  - Art-fair permit bet. Clark and alley e. [Andersonville Chamber of Commerce] *Passed* 5949
  - Parking restricted (specified hours): Leamington to first alley e. (s. side) *Ref* 6335 *Passed* 7967
  - Pavings:
    - Austin to Moody *Ref* 7796 *Passed* 8294
    - Harlem to 12 ft. w. of Mont Clare *Passed* 5270
- Berwyn, City of:
  - Water purchase from City Repealing Ordnce. *Passed* 6508
  - Water supply contract with City and City of Berwyn *Passed* 6508-12
- Besly Ct.:
  - Occupancy of space bet. Wabansia and CMSt&P.RR. [Sipi Metals Corporation] *Ref* 6462 *Passed* 7224
  - Switch track bet. North and Wabansia [Polonia Coal Co.] *Ref* 5290 *Passed* 5440
- Best Brewing Co.: Switch track: Repealing Ordnce. *Ref* 7996
- Bethany Home and Hospital of the Methodist Church:
  - License-fee exemption *Ref* 6463 *Passed* 6500
  - Property bid at 1618-20 W. Winnemac *Ref* 7757 *Passed* 8111
- Beth Eden Baptist Church: License-fee exemption *Ref* 5708 *Passed* 5744-45
- Bethel A.M.E. Day Care Center: License-fee exemptions *Ref* 6240, 7985, *Passed* 6284, 8115
- Bethel Day Nursery: License-fee exemption *Ref* 5346 *Passed* 5409
- Bethel Lutheran Church of Englewood: Building permits (free) *Passed* 5216
- Bethman, Ernest and Clara: Spec.-assess. settlement: *Passed* 5396-97, 5404
- Bethesda Hospital: License-fee exemption *Ref* 7788 *Passed* 7913
- Beucher (Nick) and Sons Co.: Copper wires *Passed* 5244 acceptance and bond *Noted* 5620
- Beverages, alcoholic liquor [*listed as* Liquor, alcoholic]
- Beverly Bank:
  - Covered bridge *Passed* 5244-45 acceptance and bond *Noted* 5467
  - Depository for Model City Program Fund *Passed* 6193
  - Street vacation Draft Ordnce. *Noted* 6235
  - Vacation of alley Draft Ordnce. *Noted* 6235
- Beverly Community Nursery School: License-fee exemption *Ref* 5457 *Passed* 5497
- Beverly Montessori School: License-fee exemption *Ref* 6463
- Bicycles: definition concerning wheels amended *Ref* 5345 *Passed* 5694
- Bilandic, (Ald.) Michael A.:
  - Building and Zoning, Com. on: membership *Def* 5239 *Adopted* 5347
  - Committees and Rules, Com. on: membership *Def* 5239 *Adopted* 5347
  - Environmental Control, Com. on: Chairman *Def* 6593 *Adopted* 7235
  - Planning and Housing, Com. on: membership *Def* 5239 *Adopted* 5347
- Billboards (*See also* Advertising)
- Billings (Albert Merritt) Hospital (University of Chicago): License-fee exemption (2) *Ref* 7234 *Passed* 7297
- Bills recommended to State Legislature (*See* State Legislation)
- Binkowski Sausage Co.: Loading platform *Ref* 5790 *Passed* 5934-35
- Binstock, (Dr.) Louis: Invocation *Noted* 6441
- Birchwood Av.:
  - Paving—Clark to Hermitage (MFT) allocation increased *Passed* 5764-65 State approval *Noted* 5967
  - Sidewalks:
    - California to first alley e. (s. side) *Ref* 7757 *Passed* 8290-91
    - Washtenaw to California (n. side) *Ref* 7757 *Passed* 8290
- Bishop St.:
  - Building demolition 6717 S. *Passed* 8309-10
  - Property acquisition at Loomis, 108th Pl., 109th Pl., for playlot purposes *Ref* 5454, 6310 *Adopted* 6504
  - Parking prohibited (all times):
    - 86th to 40 ft. s. (w. side) *Ref* 6414
    - 86th (20 ft. s. to 40 ft. s.—w. side) *Passed* 7964
  - Spec.-assess. foreclosures: 11365 S. *Passed* 8118-19
- Bissell St.: Street closing: Armitage to Wisconsin [Bissell Street Neighbors] *Passed* 5706
- Blackhawk St.: Switch track at Magnolia e. of Elston [Morton International, Inc.] *Ref* 5290 *Passed* 5439-40 acceptance and bond *Noted* 5728
- Blackstone Av.: Parking prohibited (all times): 49th E. (55 ft. s. to 25 ft. s.—w. side) *Eliminated* 6025
- Blackwell, (Rev.) George Lincoln: Invocation *Noted* 5953
- Blue Island Av.: Occupancy of space on parkway bet. Paulina (500 ft. s.) *Ref* 8312
- *Bluhm, Jerome B. vs. City, et al.*: Corp. Cnsl. comc. on Appellate Court decision *Filed* 5469
- Board of Appeals, Zoning [*listed as* Zoning Board of Appeals]
- Board of Education [*listed as* Education, Board of]
- Board of Election Commissioner's Employee's Annuity and Benefit Fund [*listed* as Election Commissioner's Employees' Annuity and Benefit Fund, Board of]
- Board of Health [*listed as* Health, Board of]
- Bohemian Home for the Aged: License-fee exemption (2) *Ref* 7805 *Passed* 7914
- Bohling Aircraft Corp.: Lease at Chicago-Midway Airport for operation facilities *Passed* 8088-92
- Bohling, (Ald.) Nicholas J.:
  - Absence from Council meeting *Noted* 5175, 6249
  - Congratulations extended on birthday *Adopted* 5794
- Boiler Inspection, Department of [*listed as* Steam Boilers, Unfired Pressure Vessels and Cooling Plants, Department for the Inspection of]
- Bond funds [*listed under names of particular funds*]
- Bond Redemption and Interest Fund:
  - Appropriation for 1970 *See* 51, 525 (Note: 6638)
  - Estimates for 1970 revenue *See* 9 (Note: 6638)
  - Tax-anticipation warrants (1970) issuance and sale *Def* 7779 *Passed* 7835-36
- Bonds (official and employe) [*listed under names of principals*]

- Bonds and bond issues [*listed under names of particular issues*]: Grantees under ordinances: bonds filed [*listed under names of grantees*]
  - Bonds issued by municipalities of 500,000 or more (amendment); interest rate increased: Gen. Assem. urged to enact [H.B. 2384] *Def* 5521 *Noted* 5613
  - Refunding of bonds (amendment): maximum interest rate increased; Gen. Assem. urged to enact [H.B. 2382] *Def* 5521 *Noted* 5613
- Bongi Cartage, Inc.: Lease to City *Passed* 5210-13
- Bonnie Investment Co.: Spec.-assess. settlement *Passed* 8115
- Booth (Catherine) Hospital and Clinics [*listed as* Catherine Booth Hospital and Clinics *under* Salvation Army]
- Bosworth Av.: Parking prohibited (all times): 1650 N. (n. bldg. line to alley s.—w. side) *Ref* 6226
- Boutte, Alvin J.:
  - Appointment (Board of Education) *Ref* 5808 *Def* 5940 *Approved* 6047
  - Oath of Office *Noted* 6054
- Bowen High School. Basketball trophy presentation as third place winner *Noted* 5176
- Brainard Av.:
  - Parking prohibited (all times): 134th to 100 ft. n. of Commercial (e. side) *Ref* 6334 *Passed* 7965
  - Sidewalks—134th to 50 ft. n. of Muskegon (n. side) *Ref* 5184 *Passed* 5679
- Brandon Av.:
  - Sidewalks:
    - 131st to 240 ft. n. (e. side) *Ref* 5184 *Passed* 5679
    - 131st to 350 ft. n. to 125 ft. n. (w. side) *Ref* 5184 *Passed* 5679
- Braniff Airways, Inc.:
  - Lease agreement with City for Parking facilities and construction of raunways *Def* 7934-39 *Passed* 8002-17
  - Lease at Chgo.-O'Hare International Airport [assignment Northwest Airlines, Inc.] *Passed* 5822-23
- *Brewton, Theodore C. Jr.* vs. *Civil Service Comn.*: Corp. Cnsl. comc. on Appellate Court decision *Filed* 6255
- Breyer, Charles C.: Lease to City at 1123 N. Ashland *Passed* 5196, 8096
- Bridge, Grade Separation and Viaduct Bonds (1959): Appropriation for 1970 *See* 49, 523 (Note: 6638)
- Bridges [*listed also under names of particular bridges*]
  - Possibility of closing bridges during winter and certain hours *Ref* 7787
- Bridges and Viaducts, Division of [*See* Engineering, Bureau of *under* Public Works, Department of]
- Briefcase, Inc.: Lease at Merrill C. Meigs Field *Passed* 5633-35
- Brinkman, (Rev. Father) Gabriel: Invocation *Noted* 7215
- Brisco, Willie: Zoning-reclassification request [28-H] *Ref* 5321 *Def* 5593, *Rejected* 5716
- Broadway:
  - Lease at 4552 N. for Police Dept. and Community Service Aide Offices [Price, Leo & Sons Inc.] *Def* 7958-60 *Passed* 8328
  - Parking prohibited (all times): 4913-15 N. (30 ft.) *Rejected* 5602
  - Parking prohibited (specified hours): Rosedale to Victoria (w. side) Eliminating Ordnce. *Passed* 5601
  - Property acquisition at Elmdale (approved by Chgo. Plan Comn.) [Chicago Public Library] *Passed* 5846-47, 6501
  - Sidewalk-sale permit 2700-2800 (n.) blocks [Diversey-Clark-Broadway Businessmen's Assn.] *Passed* 5874
- Brokers [*listed under names of particular classes*]
- Brooks, (Dr.) Deton J.: Oath of office *Noted* 5180
- Brother Rice High School: Basketball trophy presentation as second place winners *Noted* 5176
- Brothers Enterprises: Spec.-assess. settlement: *Passed* 5397, 6288-89 (4), 7916-18 (9)
- Brothers of the Holy Cross of Illinois: Property purchase from Dept. of Urban Renewal (No. 69-DUR-57) *Ref* 5319 *Passed* 5532-33
- Brown (James E.) family: Regret expressed for bombing of home *Noted* 6217
- *Brown, Joseph I., Jr. et al.* vs. *City, et al.*: Corp. Cnsl. comc. on Supreme Court (Ill.) decision *Filed* 5622
- Brown, Leona F.: Spec-assess. settlement: *Passed* 6371
- Brown, (Dr.) Murray C.:
  - Appointment (Health, Commissioner of) *Ref* 6356, *Approved* 6457
  - Oath of Office *Noted* 7755
- Brown, (Rev.) Retha: Invocation *Noted* 5318
- Brown, Richard: Appointment (Lincoln Park Conservation Community Council) *Filed* 5177
- Brown (Fredric D.) and Co.: Lease to City *Passed* 5994-95
- Browne & Storch, Inc.: Lease to City *Passed* 5569
- Brumis, George: Property bid at Congress Pkwy. and Oakley Boul. (s.e. cor.) *Ref* 6561
- Bryn Mawr Av.: Water-supply pipes; Central to Kilbourn *Passed* 5509
- Buchanan, (Ald.) John:
  - Appointment (Rehabilitation of Persons, Comn. for *Ref* 6186 *Approved* 6310
  - Environmental Control, Com. on: Membership *Def* 6593 *Adopted* 7235
  - PFCSS&MI, Com. on: Vice-Chairman *Def* 5239 *Adopted* 5347
- Budget (Executive) *listed under* Appropriations
- Budgetary Division, Mayor's Office (*See* Mayor's Office, Budgetary Division *under* [Mayor Richard J. Daley])
- Buena Circle: Street closing (w. end) [Kenmore Improvement Club] *Passed* 5949
- Buettner, Walter J.:
  - Oath of office *Noted* 5621
  - Reappointment (Policemen's A&B Fund, Retirement Bd.) *Approved* 5356
- Buffalo Av.:
  - Sidewalks: 136th to Brainard (e. and w. sides) *Ref* 5184 *Passed* 5679
  - Street vacation bet. 110th and 111th [Republic Steel Corp. et al.] Draft Ordnce. *Noted* 6460
- Building Code:
  - (*See* Municipal Code of Chicago)
- Building Commission, Public [*listed* as Public Building Commission of Chicago]
- Building Inspection, Bureau of (*See* Buildings, Department of)
- Building Maintenance, Bureau of (*See* Architecture and Building Maintenance, Bureau of)
- **Buildings:**
  - (*See also* Housing and slum clearance *and* various *zoning ordinance headings*)
  - Amendments to specified chapters on building permits, storage units, heating provisions, ventilation, etc. *Ref* 7848, 7992 *Passed* 8251-56
  - Apartments: space for recreational facilities where multi-unit apartments are to be constructed [H.B. 241] Gen. Assem. urged to enact *Def* 5435 *Noted* 5557
  - Construction: dampening of sites to prevent dust pollution: request for Committee report *Noted* 6338
  - Day-care centers, etc.: Amendment to Mun. Code to alleviate operation and maintenance requirements *Ref* 7848, 7985 *Passed* 8249-62
  - Demolition [*listed under name of street*]
  - Efficiency units: amendment deleting last paragraph from Chgo. Zoning Ordnce. (Sec. 7.5(6)) *Passed* 5294
  - Electrical and fire regulations: increase in penalty for violation *Ref* 5538 *Noted* 6338
  - Filling (backfill) of openings on completion of building demolition *Ref* 6240
  - Maximum allowable heights of III-B type buildings *Ref* 6417
  - Mayor given power to declare building unsafe, etc.: Gen. Assem. urged not to enact [H.B. 2348] *Def* 5595 *See* 5716

- **Buildings:**
  - Permits [*See also names of permittees or streets*]
  - Razing [*listed under* locations]
  - Side yards adjoining streets or alleys (regulations amended Art. 7.8-4(1)) *Def* 5336 *Passed* 5459
  - Signs [*listed under separate heading Signs or names of permittees or locations*]
  - Wrecking [*listed under name of street*]
  - Wrecking or tearing down of buildings (amendment) *Ref* 6240
  - Zoning regulations [*listed under various zoning headings*]
- **Buildings, Commissioner of:**
  - Requisition for demolition grant reimbursement payment pursuant to contract No. Ill. M-1 (G) *Ref* 5177-78 *Passed* 5363-64 [*See* 5465-66]
- **Buildings, Department of:**
  - Appropriation for 1970 *See* 24, 34, 234-49, 369-70 (Note: 6638)
  - Transfer of funds (1969) *Passed* 5986, 6264, 6362, 7256
- Buildings and Zoning, Committee on:
  - Appropriation for 1970 *See* 16, 79 (Note: 6638)
  - Membership assignments *Def* 5239, 6591-93 *Adopted* 5347, 7235
- Bureaus of City government [*listed under key words in titles*]
- Burg (Louise) Hospital:
  - License-fee exemption *Ref* 8316
  - Vacation of alley *Passed* 5252
- Burke, (Ald.) Edward M.:
  - Aviation, Com. on: membership *Def* 5239 *Adopted* 5347
  - Environmental Control, Com. on: Membership *Def* 6593 *Adopted* 7235
  - Federal and State Legislation, Com. on: membership *Def* 5239 *Adopted* 5347
  - PFCSS&MI, Com. on: membership *Def* 5239 *Adopted* 5347
- Burley Av.:
  - Street opening bet. 132nd and 37.5 ft. n. (quit claim deed) [Edward E. and Josephine Bloom] *Ref* 5945 *Passed* 6100
  - Street vacations:
    - 109th to 111th [Republic Steel Corp. et al.] Draft Ordnce. *Noted* 6460
    - 118th to 122nd [Republic Steel Corp. and Penndel Co.] Repealing Ordnce. *Ref* 5701 *Re-ref* 6307-08
    - 122nd to 126th [Republic Steel Corp. and Penndel Co.] Repealing Ordnce. *Ref* 5701 *Re-ref* 6307-08
    - 122nd to 150 ft. s. [Republic Steel Corp. and Penndel Co.] Repealing Ordnce. *Ref* 5701 *Re-ref* 6307-08
- Burling St.: Street vacation bet. Dickens and Webster [Dept. of Urban Renewal] *Passed* 5863-64
- Burton Pl.:
  - Parking prohibited (all times): 22 W. Eliminating Ordnce. *Rejected* 5281
  - Sidewalk-art fair permit bet. LaSalle and Wells [West Burton Pl. Assn.] *Passed* 5345
- **Buses and bus lines:**
  - Routes:
    - Haddon bet. Ashland and Milwaukee *Ref* 6235-36 *Passed* 6319-20
    - Pine Grove bet. Addison and Waveland *Ref* 7804
    - State bet. 95th and 99th *Ref* 6114 *Passed* 6319-20
    - Western bet. 79th and "Loop" *Ref* 5342
    - 99th bet. Michigan and State *Ref* 6114 *Passed* 6319-20
  - Stands or stops:
    - Fullerton (Halsted from 67 ft. e. to 125 ft. e.) *Ref* 5611 *Passed* 6320
    - Haddon (Milwaukee to 95 ft. w.) *Ref* 6236 *Passed* 6320
    - Lawrence (Marine Dr. to 205 ft. w.) *Ref* 7787
    - Waveland (Lake Shore Dr. to 227 ft. w.) *Ref* 7804-05
- Business Districts (zoning) (*See* Zoning Ordinance, Chicago)
- Business Opportunities for the Blind, Inc.: Lease to City *Passed* 5386-90
- Butler Aviation Co.:
  - Lease renewal at Chicago Midway Airport *Rejected* 7958
  - Sublease at Chicago-Midway Airport for operations of hangar facilities [American Airlines, Inc.] *Passed* 7879-85
- Butler, (Judge) Walker: Death memorial *Adopted* 6357-58
- Bynum, Marshall F.:
  - Death memorial *Adopted* 6358
  - Oath of office *Noted* 6054
  - Reappointment of Commissioner (Chgo. Park Dist.) *Approved* 5808-09
- C. C. Realty Corp.: Loading platform Repealing Ordnce. *Passed* 5249
- CMC Associates: Zoning-reclassification request [11-G] *Ref* 5182
- C.P.C. International, Inc.: Switch track *Ref* 5792 *Passed* 5935 *Journal correction* 6238
- Cabrini St.:
  - Art fair and sidewalk-sale permit bet. Loomis and 100 ft. e. of Loomis [Near West Side Community Committee] *Passed* 5870
  - Street closing bet. Ada and Loomis [Urban Renewal Project Near West Side] *Passed* 6110
- Cacciatore, Victor J.:
  - Zoning-reclassification request [2-L] *Ref* 7218 *Def* 8262
  - Zoning-reclassification request [8-E] *Ref* 5357 *Def* 5592 *Rejected* 5715
  - Zoning-reclassification request [28-H] *Ref* 7218 *Def* 8263
- Caldwell Av.:
  - Lease agreement bet. City, Chgo. Park Dist. and State of Ill. for vacant property adjacent to Edens Expy. and Landers *Passed* 7923-24
  - Vacation of street bet. Cicero and 161.48 ft. s.e. [American National Bank and Trust Co. (Tr.) and LaSalle Natl. Bank (Tr.)] *Passed* 5470 *Noted* 5811
  - Water supply pipes: Cicero to Kilbourn *Passed* 5509
- Calhoun Pl.: Coal chutes and ash hoist w. of LaSalle [LaSalle-Madison Hotel Co.] *Ref* 5285 *Passed* 5439 acceptance and bond *Noted* 5728
- California Av.:
  - Channelizations:
    - Diversey 1965-3 (Project No. 497) allocation of MFT funds *Passed* 5761-62 State approval *Noted* 5967
    - Pershing Rd. (Project No. 547) allocation of MFT funds *Passed* 5762 State approval *Noted* 5967
    - 43rd (Project No. 547) allocation of MFT funds *Passed* 5762 State approval *Noted* 5967
    - 47th (Project No. 547) allocation of MFT funds *Passed* 5762 State approval *Noted* 5967
  - Parking prohibited (all times):
    - Carmen to Foster (both sides) *Ref* 7781
    - Howard to alley s. (both sides) *Ref* 7975
    - Pratt to first alley n. (e. side) *Ref* 6551
    - 304-06 S. Eliminating Ordnce. *Passed* 7965
    - 4300 N. (60 ft.) *Ref* 7782
  - Parking prohibited (specified hours):
    - Elston to 200 ft. s. (e. side) *Ref* 8304
    - 3301-05 N. (50 ft.) *Ref* 7781
    - 6335 N. *Ref* 8304
  - Parking restricted (specified hours):
    - Cullom (20 ft. n. to 80 ft. n.—w. side) *Passed* 7967
    - Pratt (45 ft. n. to 65 ft. n.—e. side) *Passed* 7967
  - Property acquisitions:
    - Fifth and Madison for MFT channelization *Def* 6299-6302 *Passed* 6422-25
    - Fire station at 6238-48 N. *Passed* 5218-19
- California grape pickers: Endorsement of collective bargaining rights, etc. *Rejected* 6308

- **Calumet Av.:**
  - Bridge or passageway at 21st [R.R. Donnelley & Sons Co.] acceptance and bond *Noted* 5179
  - Building demolitions:
    - 5801 S. *Passed* 6113-14
    - 5803 S. *Passed* 6113-14
    - 5807 S. *Passed* 6113-14
    - 5809 S. *Passed* 6113-14
    - 6026 S. *Passed* 5702
  - Occupancy of space n. of 63rd [Frank Masciopinto] *Ref* 6114 *Passed* 6221
  - Tunnel s. of 21st [R.R. Donnelley & Sons Co.] acceptance and bond *Noted* 5179
- Calumet Marine Towing Corp.: Lease at Navy Pier *Rejected* 7958
- Calumet Skyway Toll Bridge:
  - Financial report (1968) *Filed* 5468
  - Right-of-way monthly reports (including parking facilities and Superhighways) [*listed under* Public Works, Department of]
- Calumet Skyway Toll Bridge Revenue Fund:
  - Appropriation for 1970 *See* 54, 529-33 (Note 6638)
  - Estimates for 1970 revenue *See* 10 (Note 6638)
- Campbell Av.:
  - Occupancy of space 192 ft. n. of Fulton [H. K. Porter Co., Inc.] *Ref* 5290 *Passed* 5441
  - Parking prohibited (all times):
    - Byron to Irving Park Rd. (w. side) *Ref* 6596
    - 2417 N. Eliminating Ordnce. *Ref* 6108 *Passed* 7965
  - Parking prohibited (specified hours):
    - Belmont to 200 ft. n. (e. side) *Ref* 7800
    - Maypole to Washington Boul. (w. side) *Eliminated* 6026
- Campbell, (Ald.) Kenneth E.: Buildings and Zoning, Com. on: Chairman *Def* 6593 *Adopted* 7235
- Campbell Park Dr.: Building demolition 2232 W. *Passed* 5288-89
- Campbell Pl.: Parking prohibited (all times): Clark to LaSalle *Ref* 6334 *Passed* 7965
- Campbell, Robert F.: Death memorial *Adopted* 5178
- **Canal St.:**
  - Parking prohibited (all times): Polk to 411 ft. n. (w. side) *Ref* 6334 *Passed* 7965
  - Vault at Madison 362.38 ft. n. [Riverside Plaza Corp.] *Ref* 5455 *Passed* 5524-25 acceptance and bond *Noted* 5728
- Canal-Madison Redevelopment Project:
  - Property acquisition:
    - Parcels No. 1-6, 1-8, 1-10 and 1-11 (consolidated) and 1-13 (legally described) *Passed* 8126
    - Parcel MC 2-5 (legally described) *Passed* 6507-08
    - Parcels No. MC 2-9, MC 2-10, and MC 2-12 (legally described) *Passed* 7387-88
    - Property aquisition settlement (legally described) *Passed* 7327
- Canalport Av.: Conduits for flasher-light signals over CB&Q RR. tracks *Ref* 6555 *Passed* 8268-70
- Canfield Rd.:
  - Sewer-service connection for 5556 N. (Norwood Park) [Angelo Parise] *Passed* 5645
  - Water-service connection for 5556 N. (Norwood Park) [Angelo Parise] *Passed* 5646
- **Canopies:**
  - Aberdeen 311-17 N. [Chilli-O-Frozen Foods, Inc.] *Ref* 5455 *Passed* 5523
  - Astor (1301 N.) [Astor Incorporated] *Passed* 7803-04
  - Astor (1325 N.) [Astor-Banks Building Corp.] *Passed* 7803-04
  - Barry (400 W. ) [Northwestern National Life Ins. Co.] *Passed* 5544
  - Bellevue Pl. (100 E.) [Robert B. Nathan] *Passed* 5948
  - Canal (2-40 N.) [Chgo. & North Western Railway Co.] *Passed* 6555

- **Canopies:**
  - Canal (111 N.) [The Northern Trust Co., Tr. and Howard Linn, Tr.] *Passed* 6340-41
  - Chicago (1612 W.) [1612 Corporation] *Passed* 6039
  - Clinton (1-39 N.) [Chgo. & North Western Railway Co.] *Passed* 6555
  - Delaware Pl. (105 E.) [Whitehall Town Homes, Inc.] *Passed* 5291
  - Desplaines (20 S.) [Regency Corp.] *Passed* 7803
  - Eleventh Pl. (s. side, e. of Michigan) [Illinois Central Railroad Co.] *Passed* 6229
  - Elston (4380 N.) [Antoine's Banquet Halls, Inc.] *Passed* 7233
  - Foster (909 W.) [Old People's Home of the City of Chicago] *Passed* 6044
  - Fulton Market 647-49 W. [Chicago Cycle Supply Co.] *Ref* 5455 *Passed* 5522-23
  - Grand (6010-18 W.) [Belvedere Catering Corp.] *Passed* 5543
  - Grand (7135-39 W.) [Montclare Bldg. Corp.] *Passed* 5290
  - Halsted (3516-18 S.) [Jay and Jay, Inc.] *Passed* 6112
  - Halsted (3516-18 S.) [John Simedalas) *Passed* 5872
  - Howard St.:
    - 1783-93 W. [LaSalle National Bank] *Passed* 5345
    - 2033-35 W. [Michigan Av. National Bank] *Passed* 5794-95
  - Irving Park Rd. (3105 W.) [Spiros Karambelas and John Skintzes] *Passed* 5291
  - Lake Shore Dr. (1120 N.) [1120 Lake Shore Drive Bldg. Corp.] *Passed* 5291
  - LaSalle (120 W. Madison) [LaSalle-Madison Hotel Co.] *Passed* 5606
  - Lawrence (110 W.) [LaSalle National Bank (Tr.)] *Passed* 7805
  - Lincoln (4614-16 N.) [Davis Theatre Co., Inc.] *Passed* 6239
  - Madison:
    - 1800-1858 W. [Chgo. Stadium Corp.] *Passed* 5455
    - 4026 W. [New England Mutual Life Insurance Co.] *Passed* 6040
  - Michigan (11232 S.) [Hatton Furniture Co., Inc.] *Passed* 5872
  - Milwaukee (1453-57 N.) [Cardona, Rafael] *Passed* 6237
  - Ohio (17-19 E.) [Louis F. Beller, Sam Rifkin and Louis L. Penner] *Passed* 6042
  - Paulina (5025 N.) [Bethany Methodist Hospital] *Passed* 7984
  - Prairie (1712-18 S.) [Eastman Kodak Co.] *Passed* 7232
  - Rockwell (1333-45 S.) [American Nat. Bank & Trust Co.] *Passed* 6114-15
  - Rush (931-35) [Walton Gardens Realty, Inc.] *Passed* 5792
  - Scott (60-70 E. (2)) [Parallel/Six Company] *Passed* 6043
  - Sheridan (3000 N.) [Sherwell Realty Co.] *Passed* 6119
  - South Water Street (66-68 E.) [Motor Club Service Corp.] *Passed* 5700
  - Southport (3733 N.) [Milton D. Levy] *Passed* 5544
  - State (165 N.) [Midwest News Reel Theatres, Inc.] *Passed* 6036
  - State (1255 N.) [American National Bank and Trust Co.] *Passed* 5543-44
  - Talman (6401-6411 N.) [Morris Friedman] *Passed* 5707
  - Van Buren (81 E.) [Chicago Club] *Passed* 5943
  - Wabash:
    - 243 S. [Lyon & Healy, Inc.] *Passed* 5537
    - 818-832 S. [Young Men's Christian Association (Tr.)] *Passed* 6110
  - Walton:
    - 34-44 [Walton Gardens Realty, Inc.] *Passed* 5792
    - 140-178 E. [Drake Hotel, Inc.] *Passed* 6238
- Cantone, A. J. (Dom.): Death memorial *Adopted* 5809

- Capital accounts [*listed under names of particular accounts*]
- Capital Bank: Depository for Model City Program Fund *Passed* 6193
- Capital Improvements Programs (1969-73): Construction of twenty-eight urgently needed projects for specified purposes, approved by Chgo. Plan Comn. *Ref* 7793 *Def* 7932-33 *Adopted* 8317-18
- Carmen Av.:
  - Parking prohibited (all times):
    - California (295 ft. e. to 85 ft. e.—n. side) *Ref* 5603-04 *Passed* 6024
    - California (325 ft. e. to 100 ft. e.—n. side) Eliminating Ordnce. *Ref* 5603-04 *Passed* 6024
    - Marine Dr. (95 ft. w. to 140 ft. w.—s. side) *Passed* 6328
    - 901-03 W. *Ref* 5696
  - Street vacation bet. Delphia and 116 ft. w. [Delphia Enterprises, Inc.] Draft Ordnce. *Noted* 6237
- Carnivals [*listed under names of permittees*]
- Carnoti, Ronald: Reappointment (East Humboldt Park-Near Northwest Conservation Community Council) *Filed* 5177
- Carpenter St.:
  - Building demolitions:
    - 5705 S. *Passed* 6233-34
    - 5707 S. *Passed* 6112
    - 5727 S. *Passed* 6233-34, 8309-10
    - 6051 S. *Passed* 8309-10
  - Paving—96th to 97th *Ref* 6449 *Passed* 7229
  - Property acquisition at 7830 S. for totlot purposes *Ref* 5342, 6309-10 *Adopted* 6503-04
- Carr, (Dr.) Clarence E.: Invocation *Noted* 5881
- Carroll Av.:
  - Parking prohibited (all times): Loomis (50 ft. w. to 105 ft. w.—n. side) *Ref* 8303
  - Parking prohibited (specified hours):
    - Cicero (145 ft. e. to 70 ft. e.—n. side) *Ref* 5283 *Passed* 5600
    - Kilpatrick (145 ft. w. to 75 ft. w.—n. side) *Ref* 5283 *Passed* 5600
  - Tunnel at Cicero (338 ft. e.) [Metal Box & Cabinet Corp.] *Ref* 7785 *Passed* 8272
  - Vacation of street bet. Clark and Dearborn [Central Cold Storage Co. (American Natl. Bank & Trust Co. (Tr.)] Draft Ordnce. *Noted* 5610
- Carroll, Wallace E.: Clock and thermometer *Ref* 5704 *Passed* 5855
- Carswell, Justice Harrold G.: Senate memorialized to disapprove appointment to Supreme Court *Ref* 8308
- Carter (G.D.) Realty Co.: Lease *Def* 6091-95 *Passed* 6243
- Carver, George Washington: Death memorial *Adopted* 6599-6600
- Carver-Riverdale High School: Property site approval (legally described) *Adopted* 5840-42
- Casciato, Salvatore J.: Spec.-assess. settlement *Passed* 5747
- Catchbasins [*listed under* Sewers *and locations*]
- Catherine Av.:
  - Property acquisition for fire station at Pueblo (s.e. cor.) *Passed* 5220
  - Water-supply pipes: Pueblo N. *Passed* 5509
- Catholic Bishop of Chicago:
  - Annexation of territory: (petition) Mount Olivet Cemetary area *Ref* 6361
  - Building permits (free):
    - Artesian (11220 S.) [St. Cajetan Church] *Ref* 6240 *Passed* 6283
    - Bell Av. (3951 N.) [St. Benedict Church] *Ref* 7985 *Passed* 8113
    - Belmont and Mason [St. Ferdinand Church] *Ref* 7805 *Passed* 7913
    - Devon Av. (1956 W.) [St. Henry Church] *Ref* 5293, 7788 *Passed* 5408 *Rejected* 8153
- Catholic Bishop of Chicago:
  - Building Permits (free):
    - Hamilton Av. (9235 S.) [Christ the King Church] *Ref* 5949 *Passed* 5995
    - Hamilton (9235 S.) [Christ the King Elementary School] *Ref* 6046 *Passed* 6071
    - Hoyne Av. (6327 N.) [St. Henry Church] *Ref* 5345, 7774 *Passed* 5408 *Rejected* 8153
    - Jackson Boul. (5082 W.) [Resurrection Church] *Ref* 5875 *Passed* 5920-21
    - Kenmore Av. (4811 N.) [St. Thomas of Canterbury Church] *Ref* 5795 *Passed* 5844
    - Nashville (5400 S.) St. Daniel the Prophet Church *Ref* 6344 *Passed* 6381
    - Richmond St. (4327 S.) [Five Holy Martyrs Church] *Ref* 5949 *Passed* 5995-98
    - Ridgeway Av. (2446 N.) [Our Lady of Grace Church] *Ref* 7985 *Passed* 8113
    - 96th (2864 E.) [Sacred Heart Church] *Ref* 6119 *Passed* 6205
  - Vacation of alleys: Claremont, Western, 56th, 57th (Jesuit Fathers of Della Strada) *Passed* 5252-53
  - Vacation of Street: Evergreen: Ogden to Clybourn [Board of Ed. et al.] Draft Ordnce. *Noted* 6042
  - Communication cable *Ref* 6113 *Passed* 6220
  - Communication line at Hoyne and 93rd *Ref* 5946
- Caution lights [*listed as* Traffic-signal lights]
- Cavanagh, Gerald W.: Congratulations extended for development of School Safety Patrol (Chgo. Motor Club) *Adopted* 8313
- Cedar St.:
  - Parking prohibited (all times): State (305 ft. e. to 90 ft. e.—n. side) *Ref* 6458
  - Parking prohibited (specified hours): State (330 ft. e. to 40 ft. e.—n. side) *Passed* 7966
- Central Av.:
  - Parking prohibited (all times):
    - Milwaukee to C&NW Ry. R/W—s. (both sides) *Ref* 8304
    - 55th to 63rd Eliminating Ordnce. *Ref* 6334 *Rejected* 7973
    - 55th to 63rd (200 ft. n.—e. side) *Ref* 6334 *Rejected* 7973
  - Parking restricted (specified hours): 51st to Archer (both sides) *Passed* 6025 Amendatory Ordnce. *Passed* 6330
  - Pavement repairs bet. Foster and Lake: MFT expenditure *Passed* 5508 State approval *Noted* 5729
  - Sidewalk-sale permit bet. 63rd and 64th [Clearing Business Association] *Passed* 5873
- Central Cold Storage Co. (American National Bank & Trust Co. (Tr.)]: Vacation of Street Draft Ordnce. *Noted* 5610
- Central Community Hospital:
  - Building permits (free) *Ref* 6463 *Passed* 6499-6500
  - License-fee exemption *Ref* 7788 *Passed* 7913
- Central-Englewood Health Center: Acquisition of property *Passed* 6289-90
- Central National Bank:
  - Depositary of City/school funds *Passed* 7294
  - Depository for Model City Program Fund *Passed* 6193
  - Spec.-assess. settlement: *Passed* 6371-73 (8)
- Central Park Av.:
  - Covered bridge or passageway connecting 3559 W. with 3601 W. Arthington [Sears, Roebuck & Co.] *Ref* 6115 *Passed* 6221 acceptance and bond *Noted* 7852
  - Parking prohibited (specified hours): Division (75 ft. n. to 50 ft. n.—e. side) *Ref* 6552 *Passed* 7966
  - Parking restricted (specified hours):
    - Elston (20 ft. s. of alley s.—w. side) *Ref* 5869 *Rejected* 7973
    - Elston (30 ft.) Eliminating Ordnce. *Ref* 5869 *Rejected* 7973

- **Central Park Av.:**
  - Speed limits:
    - Addison to Belmont *Rejected* 5602
    - 55th to 71st (both sides) *Rejected* 7973
    - 75th to 79th (both sides) *Rejected* 7973
  - Water-supply pipes:
    - 79th to 80th *Passed* 6004
    - 80th Pl. to 81st *Passed* 6211
- Central Soya Company, Inc.:
  - Covered bridge or passageway *Ref* 6237 *Passed* 6312-13 acceptance and bond *Noted* 7755
  - Switch track *Ref* 5704 *Passed* 5855-56 acceptance and bond *Noted* 5966
- Central States Motor Freight Bureau, Inc. and William R. Seibert (Tr.): Vacation of alley Draft Ordnce. *Noted* 5291 *Passed* 5862-63
- Central Telephone Co. of Illinois: Conduit system *Ref* 6041 *Passed* 6097-98 acceptance and bond *Noted* 7217
- Century Broadcasting Corp.: Franchise agrement to operate Community Antenna Television Systems within the City *Ref* 7855
- Cerda, Maria:
  - Appointment (Board of Education) *Ref* 5808 *Def* 5940 *Approved* 6047
  - Oath of Office *Noted* 6054
- Cermak Rd.:
  - Building demolition 2624-26 W. *Passed* 5703
  - Channelization at Western 1965-3 (Project No. 471) allocation of MFT funds *Passed* 5760-61
  - Conduits for flasher-light signals over CB&Q RR. tracks Peoria to Sangamon *Ref* 6555 *Passed* 8268-70
  - Parking restricted (specified hours): 2644-52 W. *Eliminated* 5287
  - Property acquisition at 4256 W. for tot-lot purposes *Ref* 5542 *Adopted* 5644
  - Property-sale advertisement at 1156 W. *Passed* 5745 Bids *Ref* 6055
  - Switch track w. of Lumber [Wendnagel & Co., Inc.] *Passed* 5248-49 acceptance and bond *Noted* 5729
- Cermak Rd. Bridge: Plans, specifications, repair etc. over S. Branch of Chicago River (increase in allocation of MFT funds) *Passed* 6077-78 State approval *Noted* 6254
- Cernon, (Comdr.) Eugene A.: Welcome extended Astronauts *Noted* 5722
- Certificates of Indebtedness (*See* Waterworks System Certificates of Indebtedness Funds)
- Ceska Jednota Inc.: Spec.-assess. settlement: *Passed* 6374
- Ceylon Realty Co.: Vault, etc. *Ref* 5700 *Passed* 5856 acceptance and bond *Noted* 6359
- Champlain Av.: Speed limit: 65th to 68th *Ref* 5698 *Rejected* 7973
- Chappel Av.:
  - Parking permitted (diagonal): 7359 S. [South Side Hebrew Congregation] (property adjacent) *Ref* 7976
  - Street closing: 79th to alley n. [Our Lady of Peace Church] *Ref* 6460 *Rejected* 7974
- Charitable institutions (*See under particular names*)
- Charity Hospital Association d/b/a Northeast Community Hospital on Clark Street: License-fee exemption *Ref* 6601 *Passed* 7297
- Charles St.:
  - Parking prohibited (all times):
    - 103rd to 104th (both sides) *Ref* 5282 *Passed* 5599
    - 103rd to 104th (e. side) Amendatory Ordnce. *Passed* 5600
- Chase House: License-fee exemption *Ref* 5457 *Passed* 5497
- Chatham Pre-School Center (Chatham Bethlehem Church): License-fee exemption *Ref* 5612 *Passed* 5643
- Chestnut St.:
  - Parking prohibited (all times):
    - Michigan to Seneca (n. side) *Ref* 5339 *Passed* 5599
    - 19 E. *Eliminated* 6025
- **Chestnut St.:**
  - Parking prohibited (specified hours): Michigan to Seneca (s. side) *Ref* 5339 *Passed* 5600
  - Vacation of street bet. State and s. terminus of Chestnut [Exchange National Bank (Tr.)] *Passed* 5861-62
  - Vaults bet. Michigan and Seneca (Nos. 2 to 6) (John Hancock Mutual Life Insurance Co.] *Passed* 5858 acceptance and bond *Noted* 6054
  - Water-supply pipes: Elston to May *Passed* 5646
- Chiapetti (Mike) Building Co., Inc.: Switch track [assignment from Hygrade Food Products Corp.] acceptance and bond *Noted* 5728
- **Chicago, City of:**
  - Chicago Alcoholic Treatment Center: Grant from U.S. Govt. for study into sensory depravation, etc. *Ref* 5562 *Passed* 5631
  - Claims against City [*listed under* Claims]
  - Code Enforcement Grant Contract No. Ill. E-1 (G) (Housing Act of 1949-Sec. 117): Filing of amendatory contract *Ref* 5563 *Passed* 5629-30
  - Employes [*general data listed under* City employees; *particular data listed under names of employes and departments*]
  - Execution of agreements, easements and leases (*See also* Airports)
    - Chicago Civic Center:
      - Supplemental budget for maintenance and operation for 1969 *Def* 7350-51 *Passed* 7392
      - Supplemental budget for operation and maintenance (1970) *Ref* 6250, 6256 *Def* 7351 *Passed* 7393
    - Comprehensive criminal justice plan: acceptance of grant by Ill. Law Enforcement Comn. *Ref.* 7848
    - Continental Building Corp.: Property changes and alterations due to building of 35th St. Bridge *Passed* 5416-17
    - Halsted-Kinzie-Wayman Sts. viaduct: execution of contract with three railroads for apportionment of cost, etc. *Ref* 6251-52 *Passed* 6501-03
    - Highway maintenance (1969-70) reimbursement agreement bet. City and State *Passed* 5578-79
    - Highway safety projects: acceptance of three grants from State of Illinois for specified purposes *Ref* 6186-87 *Passed* 6265, 6363-64, 6364, 6365
    - National Safety Act: acceptance of State of Ill. grants for sundry safety programs *Passed* 5820-21
    - Spiegel, Inc.: Widening and change in elevation on 35th St. Bridge, etc. *Passed* 5417-18
    - Steam agreement by and between City and Cook County (Public Building Comn.) *Ref* 6186
    - Topics Program participation in Federal-Aid Highway Act (1968) with State of Illinois *Passed* 6065-66 *Journal correction* 6356
    - Vacant land at Ashland and Wabansia below Kennedy Expwy. (Streets and San.) [State of Ill. Div. of Highways] *Passed* 6384-85
    - Vacant land at Western and Wood beneath Southwest Expwy. for auto pound *Passed* 5639
    - Vacant property adjacent to Edens Expressway bet. Caldwell and Landers (Chgo. Park Dist. and State) *Passed* 7923-24
    - Washington Park Administration Bldg. [Police Dept.] *Passed* 5202-10
  - Grant agreements with Government:
    - Demolition Program: Requisition for reimbursement payment pursuant to contract No. Ill. M-1 (G) *Ref* 5177-78 *Passed* 5363-64 [*See* 5365-66]
    - Filing application for Three (3) Advance Planning Grants *Ref* 6186 *Passed* 6363-65
    - Fire stations (seven sites legally described): executiion and filing of application *Passed* 7870-71
    - Model Cities program:
      - Comprehensive demonstration program:
        - Authorize acceptance of grant agreement ($38,159,000) *Ref* 5726 *Passed* 5813-20 (*Journal Correction* 5882)

**Chicago, City of:**
  Grant agreements with Government:
    Model Cities program:
      Comprehensive demonstration program:
        Concentrated effort to provide service covering all governmental, social, industrial and private agencies approval of submission *Ref* 5315 *Def* 5335-36 *Passed* 5458-59 *Amended* 5812-13 Amendatory Ordnce. *Def* 7948-58 *Passed* 8318-27
    Project notes: payment of placement fee to purchaser by U.S.A. *Passed* 7761-62
    Transportation (mass): Acceptance of grant for public transportation bet. Jefferson Park terminal and O'Hare Airport *Ref* 6443-44 *Passed* 6481
    Urban beautification:
      Execution of grant application *Passed* 8082-83
      Filing of application for grant *Passed* 5734-35
    Urban Beautification and Improvement Contract No. Ill. B-20; acceptance of grant *Def* 5237-38 *Passed* 5351-52
    Water supply and pollution control: application for grant *Passed* 5735
  Lawsuits against City [*listed under* Law, Dept. of *or names of particular litigants*]
  Port of Chicago [*separate heading*]
  Supplies, materials, etc. [*listed under names of various City agencies or contractors*]
  Tax-anticipation warrants [*separate heading*]
  Tax levies [*separate heading*]
  Workable Program for Community Improvement (1968) annual recertification *Ref* 5466 *Def* 5584-85
      *Approved* 5709

Chicago Arts Council: creation of Arts Council, etc. *Adopted* 7960-61

Chicago Association for Retarded Children:
  License-fee exemptions:
    David Day School and Dr. King Head Start Center *Ref* 5950 *Passed* 5998
    Mary Alyce Day Care Center *Ref* 5949 *Passed* 5998
    Montrose Day Care Center *Ref* 5950 *Passed* 5998
    Pilsen Day Care Center *Ref* 5950 *Passed* 5998
    St. Elizabeth (Head Start for Retarded Children) *Ref* 5346 *Passed* 5409
    South Deering Methodist Church (Heard Start for Retarded Children) License-fee exemption *Ref* 5346 *Passed* 5409
    Uptown Head Start and Day Care Center *Ref* 5950 *Passed* 5998

Chicago Av.:
  Gate chamber at Halsted (West Side Intercepting Sewer, Contract No. 8A): execution of agreement bet. City and Metropolitan Sanitary Dist. of Greater Chgo. *Passed* 5578
  Ornamental clock at 5200 W. [Citizens National Bank] *Ref* 6237 *Passed* 6313 acceptance and bond *Noted* 7217
  Parking restricted (specified hours): 5514-16 W. *Eliminated* 5278
  Sidewalk-sale permit bet. Central Pk. & Springfield [Chgo. Av. Businessmen's Assn. (Modern Men's Shop)] *Passed* 5791
  Tunnel at Larrabee [Montgomery Ward and Co., Inc.] *Ref* 7983 *Passed* 8272-73
  Water pipe tunnel under No. Branch of Chicago River (permit to place plastic ducts) [Ill. Bell] *Passed* 8121-23
  Water-supply pipes: Larrabee *Passed* 6293

Chicago Avenue Businessmen's Association (Modern Men's Shop): sidewalk-sale permit *Passed* 5791

Chicago Av.-Halsted St. Viaduct: execution of agreement with Continental Ditsributing Co. for payment of damages arising out of construction *Passed* 6385-86

**Chicago Boys Clubs:**
    License-fee exemption *Ref* 7757
    Robert E. Wood Branch: license-fee exemption *Passed* 8115

**Chicago, Burlington & Quincy RR. Co.:**
  Conduits for flasher-light signals (various locations) *Ref* 6555 *Passed* 8268-70
  Vacations of alleys Draft Ordnce. *Noted* 5341

Chicago Child Care Society: License-fee exemption *Ref* 5346 *Passed* 5409

**Chicago City Bank and Trust Co.:**
  Depositary of City/school funds *Passed* 7294
  Depository for Model City Program Fund *Passed* 6193
  Easement agreement for driveway *Passed* 5922-23
  Vacation of alley: Gullikson Rd., Sayre, 63rd, C&W1 RR. R/W Draft Ordnce. *Noted* 7982

Chicago City College (*listed as* Junior College, Board of) (District No. 508)

Chicago Civil Defense Corps:
  Appropriation for 1970 *See* 42, 483-484 (Note 6638)
  Transfer of funds (1969) *Passed* 5986

Chicago Clinic of Physical Medicine [*listed as* Charity Hospital Assn., Inc.]

Chicago College of Osteopathy: License-fee exemption *Ref* 7788 *Passed* 7913

**Chicago Commons Association:**
  License-fee exemptions:
    Emerson House *Ref* 5545 *Passed* 5578
    Robinson House *Ref* 5545 *Passed* 5578

Chicago Courier Cablevision, Inc.: Franchise agreement to operate Community Antenna Television Systems within the City *Ref* 7855

Chicago Cubs: congratulations extended on outstanding achievement *Adopted* 5794

Chicago Cycle Supply Co.: loading platform *Ref* 5455 *Passed* 5522-23 acceptance and bond *Noted* 5810

Chicago Dock & Canal Trust: Loading platform Repealing Ordnce. *Ref* 5566 *Passed* 5669

**Chicago Dwellings Assn.:**
  Property bid for House of Correction Farm *Ref* 5623 *Def* 5780 *Passed* 5875-76 *Journal correction Noted* 5882
  Zoning-reclassification request [16-F] *Ref* 5730 Amendatory Ordnce. *Def* 6019 *Passed* 6171

Chicago Federation of Aged and Adult Charities:
  Financial report (1969) *Filed* 5662
  Tag day permit *Ref* 5319 *Passed* 5423

Chicago Health Research Foundation Dispensary: License-fee exemption *Ref* 5795 *Passed* 5844-45

Chicago Holland Home for the Aged: License-fee exemption *Ref* 7392 *Passed* 7774

Chicago Home Missionary and Church Extension Society: Lease to City *Passed* 5912

**Chicago Housing Authority:**
  Annual report (1968) *Filed* 5181
  Leases to City:
    Clybourn (1507-31 N.) for Dept. of Human Resources *Passed* 5485-87
    Clybourn (2970 and 2974 N.) (Julia L. Lathrop Homes) for Bd. of Health *Passed* 5569
    Madison (1633 W.) for Dept. of Human Resources *Passed* 5487-88
    Mobile offices for consumer service centers (Ritz-Craft Relocatable Homes) *Passed* 7763-65
    Wentworth (3146 and 3216 S.) for Dept. of Human Resources *Passed* 5488-89
    37th (587 and 589 E.) [Ida B. Wells Homes] for Bd. of Health *Passed* 5573-75
    37th (591 and 593 E.) (Ida B. Wells Homes) for Dept. of Human Resources *Passed* 5571-73
  Property acquisition: Byron (1052-54 W.) for construction of low-income housing *Ref* 7855

- **Chicago Housing Authority:**
  - 65th St. Project: name designation as *"Maj. Robert H. Lawrence, Jr. Homes" Adopted* 5946
  - State Housing Board's approval of appointments:
    - Nevill, Letitia *Filed* 5357
    - Wade, Richard C. *Filed* 5357
  - Vacations of alleys:
    - Byron, Clark, Irving Park Rd., Wayne *Passed* 5262-63
    - Congress Pkwy., Fifth, Lawndale, Millard *Passed* 5259-60
    - Damen, Hoyne, LeMoyne, Schiller Draft Ordnce. *Noted* 5609 *Passed* 6101-02
    - Evans (vacated), Cottage Grove, 42nd, 43rd *Passed* 5526-28
    - Laramie, Lavergne (vacated), 44th, GM&O RR. R/W (Chgo. Park Dist.) *Passed* 8284-85
  - Vacations of streets:
    - Evergreen: Ogden to Clybourn [Board of Ed. et al] Draft Ordnce. *Noted* 6042
    - Evergreen: Ogden to Vine, w. of Clybourn Draft Ordnce. *Noted* 7786
    - Fifth Av.: Millard to w. terminus, e. of Lawndale *Passed* 5259-60
    - Lakewood s. of Irving Park Rd. *Passed* 5262-63
    - Lawler: 44th to GM&O RR. R/W (Chgo. Park Dist.) *Passed* 8284-85
    - Leclaire: 44th to GM&O RR. R/W (Chgo. Park Dist.) *Passed* 8284-85
- Chicago International Film Festival Week: designation (Nov. 8-20, 1969) *Adopted* 6344
- Chicago Land Clearance Commission (*See* Urban Renewal, Dept. of)
- Chicago Lawn Chamber of Commerce: Arts and crafts fair permit *Passed* 5287-88
- Chicago Lighthouse for the Blind: Building permits (free) *Passed* 5216
- Chicago Lying-In Hospital (University of Chicago): License-fee exemption (2) *Ref* 7234 *Passed* 7297
- Chicago Maternity Center: License-fee exemption *Ref* 7788 *Passed* 7913
- Chicago, Milwaukee, St. Paul & Pacific RR. Co.:
  - Execution of contract with City for Halsted-Kinzie-Wayman Sts. viaduct *Ref* 6251-52 *Passed* 6501-03
  - Switch track *Ref* 5543 *Passed* 5665 acceptance and bond *Noted* 5966
- Chicago Municipal Code (*See* Municipal Code of Chicago)
- Chicago Municipal Tuberculosis Sanitarium Fund [*listed as* Municipal Tuberculosis Sanitarium Fund]
- Chicago & North Western Railway Co.:
  - Elevated walkway at Clinton and Lake *Passed* 6083-84 acceptance and bond *Noted* 7254
  - Execution of contract with City for Halsted-Kinzie-Wayman Sts. viaduct *Ref* 6251-52 *Passed* 6501-03
  - Vacation of alley Draft Ordnce. *Noted* 6418
- Chicago Nursery and Half Orphan Asylum: License-fee exemption *Ref* 6463 *Passed* 7914
- Chicago-O'Hare International Airport Revenue Bonds:'
  - Airport Consultants Certificate *Filed* 8007-17
  - Appropriation for 1970 *See* 58 (Note 6638)
  - Estimates for 1970 revenue *See* 11 (Note 6638)
  - Issuance and sale for 1969 ($52,000,000) *Ref* 6356 *Def* 7946-48 *Passed* 8019-76 (*See* 8017) *Amended* 8077-81
- Chicago-O'Hare International Airport Revenue Fund:
  - Appropriatoin for 1970 *See* 57, 542-548 (Note 6638)
  - Estimates for 1970 revenues *See* 10 (Note 6638)
- **Chicago Park District:**
  - Appointment of Commissioner *Ref* 5176-77, 6443 *Def* 5338 *Approved* 5463, 6593
  - Burnham Park: site designation for underground parking *Adopted* 7869-70
  - Debris offered as fill-in material (41st bet. Lake Park and Oakenwald) *Passed* 6553
  - Garfield Park: request to install additional lighting, etc. *Ref* 5609 *See* 5643-44
- **Chicago Park District:**
  - Lake Front Ordinance (1969) *Ref* 5882-83 *Def* 6013-14 *Passed* 6121-50 *Noted* 7852, 7994
  - Lease agreements:
    - City for playgrounds (11 sites) *Passed* 7302-23
    - City and State for vacant land at Lawndale and Mozart adjacent to Kennedy Expwy. *Passed* 7325-27
    - City and State for vacant property adjacent to Edens Expressway bet. Caldwell and Landers *Passed* 7923-24
    - City for Washington Park Administration Bldg., (Police Dept.) *Passed* 5202-10
    - City for Washington Park Adm. Bldg. (Bd. of Health) *Passed* 5569-71
    - Park and recreation facilities in low-income neighborhoods: urge to apply for federal assistance *Ref* 7368
  - Playgrounds, playfields, parks, etc. [*separate* heading]
  - Property purchase from Dept. of Urban Renewal (No. 69-DUR-72) *Ref* 5563 *Passed* 5690
  - Reappointment of Commissioner *Approved* 5808-09
  - Vacation of alley: Laramie: Lavergne (vacated), 44th, GM&O RR. R/W (C.H.A.) *Passed* 8284-85
  - Vacation of streets:
    - Evergreen: Ogden to Clybourn [Board of Ed. et al.] Draft Ordnce. *Noted* 6042
    - Evergreen: Ogden to Vine, (w. of) Clybourn Draft Ordnce. *Noted* 7786
    - Lawler: 44th to GM&O RR. R/W (C.H.A.) *Passed* 8284-85
    - Leclaire: 44th to GM&O RR. R/W (C.H.A.) *Passed* 8284-85
- **Chicago Plan Commission:**
  - Appointment of members *Ref* 5356 *Approved* 5271, 5530
- Chicago Polish Home Assn.: Spec.-assess. settlement *Passed* 7773 (2)
- Chicago Properties Corporation: Zoning-reclassification request [1-E] *Ref* 6360 *Def* 7219-20 *Passed* 7370
- **Chicago Public Library:**
  - Annual report for 1968 *Noted* 6054
  - Appropriation for 1970 *See* 44, 492-502 (Note 6638)
  - Name designation of Archer Branch as "Lance Corporal Philip John Wajda Library" *Adopted* 5872-73
  - Property acquisitions:
    - Broadway and Elmdale (n.w. cor.) approved by Chgo. Plan Comn. *Passed* 5846-47, 6501
    - King Dr. and 79th (s.e. cor.) for library site *Passed* 6080
    - Stony Island (8632-40 S.) *Passed* 7924-25
    - Two library sites *Ref* 5618
    - 79th and Dr. Martin Luther King, Jr. Dr. *Passed* 5416
- Chicago Public Library, Board of Directors: Appointment of member *Approved* 5362
- Chicago Public Library Funds [*listed as* Library Funds—Chicago Public Library]
- Chicago Riot Study Commission:
  - Request to put into effect recommendations of Chgo. Riot Comn. *Noted* 6216
- Chicago, Rock Island and Pacific RR. Co.:
  - Execution of agreement with City for removal of switch track *Passed* 6002-04
  - Sidetrack encroachment *Ref* 5607 *Passed* 5665-66 acceptance and bond *Noted* 5966
  - Switch tracks:
    - Manistee (e.) to PC RR. R/W *Ref* 5607 *Passed* 5665-66 acceptance and bond *Noted* 5966
    - 105th: w. of vacated Marquette *Ref* 5607 *Passed* 5665-66 acceptance and bond *Noted* 5966
- Chicago Sinai Congregation Nursery School: License-fee exemption *Ref* 5346 *Passed* 5409
- Chicago Skyway [*listed as* Calumet Skyway Toll Bridge]
- Chicago South Chamber of Commerce: Sidewalk-sale permits *Passed* 5701

Chicago and Southern Airlines, Inc.: Lease at Merrill C. Meigs Field *Passed* 6266-67
Chicago Street Traffic Commission: Appropriation for 1970 *See* 39, 449 (Note 6638)
Chicago Symphony Orchestra: Appreciation extended for universal renown *Adopted* 7984
Chicago Theological Seminary:
  Conduits *Ref* 7783 *Passed* 8270
  Steam line and condensate return *Ref* 6036 *Passed* 6098
Chicago Title and Trust Co. (Tr.):
  Alley vacation Draft Ordnce. *Noted* 7785
  Approach light poles and transmission lines *Passed* 5737-39
  Avigation easement at Chicago-O'Hare International Airport *Passed* 5482-83
  Elevator lift or loading platform *Ref* 6238 *Passed* 6313
  I-beam *Passed* 5245 acceptance and bond *Noted* 5810
  Leases to City:
    Harrison (2945 W.) for Model Cities Community Program (11th Dist.) *Passed* 7904
    47th (747 E.) for Model Cities Program) *Passed* 6269
  Spec.-assess. settlement *Passed* 8115-16
  Steam supply pipe and telephone conduit *Passed* 5245 acceptance and bond *Noted* 5728
  Street vacations:
    Quincy: Franklin to Wacker Dr. *Def* 7230-31 *Passed* 7373-74
    Wolcott: Elston to Lister *Passed* 5528-29
*Chicago Title and Trust Co. (Tr.) Oscar W. Berkson, et al.* vs. *City:* Corp. Cnsl. comc. on Appellate Court decision *Filed* 5181
**Chicago Transit Authority:**
  Allocation of MFT funds *Ref* 7983
  Buses and bus lines [*separate heading*]
  Capital grant No. H-928, Project No. Ill.-UTG-3 (amendment No. 1): improvements to CTA Clinton-Lake Station *Passed* 5993-94
  Commendation for coordinated transit transfer privilege plan with IC RR. *Adopted* 5944
  Commendation on good work of City workers in assisting people discommoded by explosion in 3200 W. Jackson Boul. block *Noted* 5560
  Dan Ryan Rapid Transit: Agreement with CRI&P RR. Co. for removal of switch track *Passed* 6002-04
  Department of Urban Renewal: authorizing conveyance without monetary consideration a strip of land to CTA (No. 69-DUR-71) *Ref* 5563 *Passed* 5685-86
  Easement agreement to maintain and operate cars on elevated structure in Hermitage, Maypole, Paulina, and Washington Boul. area *Passed* 5220-21
  Englewood Rapid Transit: approval to amendment No. 1 with U.S. Govt. for capital grant (Project No. Ill-UTG-1) *Passed* 5989-90
  Elevated structure columns: relocation of certain elevated columns on arterial streets (allocation of MFT funds increased) *Passed* 5757-58 State approval *Noted* 5966-67
  General Assembly memorialized to subsidize *Ref* 6555 *See* 8266
  Lease from City for vacant property at California and 31st (bus terminal) *Passed* 7323-25
  Lease to City at Clark and Ravenswood n. of Schreiber Amendatory Ordnce. *Passed* 5494-95
  Property acquisition: Kedzie from Emmett to Logan Boul. for Logan Sq. Rapid Transit terminal (MFT expenditure) *Def* 5933 *Passed* 6049-50
  Public toilet facilities installation at Ashland and 63rd elevated station *Ref* 6234 *Adopted* 6320-21
  Request for crossing guard at Spaulding and Ravenswood line *Ref* 7785 *Adopted* 7962-63
  Resolution to memorialize no increase in fares *Ref* 6598
  Transportation (Mass-Urban) [*separate heading*]
Chicago Transit Board [*listed under* Chicago Transit Authority]
Chicago Tribune Building Corp.
  Elevated upper-level sidewalk *Ref* 5610 Passed 5666 acceptance and bond *Noted* 5966
Chicago Tribune Building Corp.:
  Loading platforms and stairways and railings *Passed* 5856 acceptance and bond *Noted* 6188
  Water pipes *Ref* 5610 *Passed* 5666 acceptance and bond *Noted* 5966
Chicago Truth Assembly Church: Building permits (free) *Rejected* 5238
Chicago University [*See* University of Chicago]
Chicago Urban Transportation District: Resolution creating district *Ref* 7216-17
Chicago Wesley Memorial Hospital:
  License-fee exemptions *Ref* 5457, 7234 *Passed* 5496, 7297
  Pipe trench acceptance and bond *Noted* 5467
Chicago, West Pullman & Southern Railroad Co.: Switch track at 104th and Torrence *Ref* 5607 *Passed* 5666-67 acceptance and bond *Noted* 5966
Chicago Youth Centers: Building permits (free): Sheffield Av. (1945 and 1948 N.) *Ref* 5545, 5708 *Passed* 5744, 5576-77
Chicago's Alcoholic Treatment Center:
  Acceptance of grant *Ref* 5808 *Passed* 5886-87
  Annual report (1968) *Filed* 5968
Children and Family Services, Dept. of: jurisdiction of Ill. Eye and Ear Infirmary of Chgo. (removal) [S.B. 692] Gen Assem. urged not to enact *Def* 5436 *Re-ref* 5557
Children's Benefit League of Chicago and Suburbs: Tag day permit *Passed* 5851
Children's Memorial Hospital: License-fee exemption *Ref* 7788 *Passed* 7913
Chilli-O Frozen Foods, Inc.: Loading platform *Ref* 5455 *Passed* 5523
Chinese Christian Union Church: License-fee exemption *Ref* 5545 *Passed* 5578
Christ the King Church: Building permits (free) *Ref* 5949 *Passed* 5995
Christ the King Elementary School: Building permits (free) *Ref* 6046 *Passed* 6071
Christian Brothers of Illinois: Lease to City *Def* 5780 *Passed* 5879
Christiana Av.:
  Site designation at Spaulding, 23rd and 24th for Farragut High School school-park facility (Project BE-19) *Ref* 6251 *Adopted* 7382
  Street opening bet. 106th and 75.66 ft. s. [Klein Bros. Real Estate Co., Inc.] *Passed* 5251-52
  Water-supply pipes:
    Cermak Rd. to 26th *Passed* 5509
    106th *Passed* 6084
Christopher House: Carnival permit *Passed* 8314
Chrysler Realty Corporation: Leases to City *Passed* 5825, 5829, 5832, 5834, 5837, 6152-59 *Def* 6014-15
Church of Christ: water-rate exemption *Ref* 7234 *Passed* 7297
Church Home: License-fee exemption *Ref* 7234 *Passed* 7297
Churches and other religious institutions (*See* particular names)
Cicero Av.:
  Lease at 9-11 N. and 13-15 N. for Dept. of Urban Renewal [Peter J. and John P. Vlahos] *Passed* 5210, 7902, 7904-05
  Parking prohibited (all times):
    3100 N. *Ref* 8303
    3229-37 N. *Ref* 5282 *Rejected* 5602
  Parking restricted (specified hours):
    Diversey to Parker (e. side) *Passed* 6330
    Parker (alley n. - e. side) *Ref* 5869
  Speed limit: Elston, Lawrence, Montrose (area) *Ref* 5536
Ciezadlo, Father: Congratulations extended to assistants and Sisters on Diamond Jubilee of St. Ailbe Church *Adopted* 5287
Citation Box and Paper Co.: Switch track *Ref* 5291-92 *Passed* 5438 acceptance and bond *Noted* 5966

Cities and Villages:
- Licensing regulation of direct sellers etc.: Gen. Assem. urged to enact [H.B. 108] *Def* 5242
- Municipal personnel code etc. (new): Gen. Assem. urged not to enact [S.B. 722] *Def* 5241 *See* 5349-50
- Zoning code: property owners permitted to appeal zoning decisions: Gen. Assem. urged not to enact [S.B. 670] *Def* 5241 *See* 5349-50
- Zoning code violations—right to institute action, etc.: Gen Assem. urged not to enact [S.B. 671] *Def* 5241 *See* 5349-50

Citizens National Bank:
- Depository for Model City Program Fund *Passed* 6193
- Ornamental clock *Ref* 6237 *Passed* 6313 acceptance and bond *Noted* 7217

*City* vs. *Lawrence, Richard et al.*: Corp. Cnsl. comc. on Supreme Court (Ill.) decision *Filed* 5623

**City Clerk:**
- Appropriation for 1970 *See* 20, 39, 95-98, 444-446 (Note 6638)
- Direction to publish in Journal of Proceedings column by Jack Mabley *Ref* 8315
- Ordinances:
  - Newspaper publication [*separate heading*]
  - Pamphlet publications [*listed separately as* Committee Pamphlets]

**City Collector:**
- Appropriation for 1970 *See* 20, 39, 112-116, 447-448 (*Note* 6638)
- Special-assess. (Warrant No. 55030): authorization and direction not to return as deliquent before July 31, 1970 *Passed* 5218
- Special-assess. (Warrant No. 55030): authorization and direction not to return as deliquent before July 1, 1971 *Passed* 8121-24
- Transfer of funds (1969) *Passed* 5986

**City Comptroller:**
- Annual report (1968) *Filed* 5968
- Appropriation for 1970 *See* 20, 99-107 (*Note* 6638)
- Fiscal reports (quarterly) *Filed* 5730, 5968, 6254
- Payrolls (duplicate) [*separate heading*]
- Preliminary loan notes: lowest acceptable bids as amended and acceptance of waiver by U.S. Govt. *Passed* 5194-95, 6481-82
- Proxies to affix signatures: notification to City Council *Filed* 2595, 2868-69, 2870-71, 2988-89, 3188, 3288-89, 3629, 3861, 4670-71-72, 4848, 5045, 5188, 5323, 5625, 5731, 5885-86, 6056, 6191-92, 6257-58, 6450, 7255-56, 7796-98, 8081
- Signature identification certificate and Treasurer's receipt ($79,000,000) tax anticipation warrants *Filed* 7994

**City Council:**
- Aldermen [*separate heading*]
- Appropriation for 1970 *See* 16,76-81 (*Note*: 6638)
- Astronauts honored: Col. Thomas P. Stafford, Comdr. Eugene A. Cernan, Comdr. John W. Young *Noted* 5721-22
- Basketball trophies presented to members of high school championship basketball teams *Noted* 5176
- Chicago Medal of Merit awarded to Mr. and Mrs. George Plamondon *Noted* 7749
- Committee on Hiring, Appointment and Promotion Practices (creation of Committee) *Ref* 5787 *Rejected* 6309
- Committees [*listed under names of particular committees*]
- Creation of committee on hiring, appointment and promotion practices of contractors doing business with City *Adopted* 6340
- Creation of committee to improve staffs of committees *Rejected* 6308
- Finance, Committee on: Use of Council Chamber for all meetings of committee *Ref* 5456
- Football championship trophies awarded to Loyola Academy, Lane Tech and Hubbard High Schools *Noted* 6442

**City Council:**
- Harvey, (Specialist Fourth Class) Carmel B. Jr. honored for bravery 6250
- Hobson, James E. (Sgt. U.S. Army): presented the Chicago Medal of Merit *Noted* 7751-52
- Kelly Park Trojan Band: commendation extended for participation in Orange Bowl Game *Adopted* 7216
- Mayor's Championship Baseball Team: contest scheduled with City Council *Passed* 5706
- Meetings (recessed, regular and special):
  - Adjournment and fixing of time (*See last two pages of Journal—except when otherwise indicated*)
  - Approval, Attendance, Call for Meeting, Call to Order, Corrections, Quorum and Recess (*See first two pages of Journal—except when otherwise indicated*) *See* 5559, 6263, 6602
- Memorial service for (Ald.) Otto F. Janousek *Adopted* 5615-16
- Metcalfe, (Ald.) Ralph H.: Resignation as President Pro Tem. *Noted* 6477
- President Pro Tem. election (Ald. Ralph H. Metcalf) *Adopted* 5238-39
- Presence at meeting *Noted*:
  - Arata, (Professor) Rodolfo Director General of Italian Broadcasting Co. and Director of Italian newspaper 6346
  - Arlington Heights South-Minister Presbyterian High School ,students and teacher 5805
  - Austin College (Texas) students and teacher 7789
  - Avoca East School students and teacher 8330
  - Board of Education students of "The Double E Program" and teacher 5805
  - Cabrini Green Home Art Center committee members 6183
  - Central College (Pella, Iowa) students 8330
  - Central Y.M.C.A. students and teacher 5315
  - Cernan, (Mrs.) Eugene and daughter Tracy (wife and daughter of Commander Eugene Cernan) 5723
  - Cernan, (Mrs.) Rose mother of Commander Eugene Cernan 5723
  - Chappell School Grade 8, Civics Class and teacher 6247
  - Clarendon Park Senior Citizens 5316
  - Creber, George E. H. (Lord Mayor of Plymouth, England) 6440
  - Daley, (Mrs.) Eleanor (wife of Mayor Richard J. Daley) 5723
  - Decalogue of Lawyer's Wives members 6050
  - De Jorie, Vittorio (President of Salso Maggiore-Spas) 6346
  - DePaul University students from State and Local Govt. Class and teacher 6346
  - Di Castro, (Hon.) Frank 6346
  - Di Castro, (Hon.) Mario 6346
  - Doniat Elementary School Student Council Class and teacher 5614
  - Fellowship House students and teacher 5718
  - Fenton High School (Bensonville, Ill.) students and teacher 5718
  - Finley, Morgan and winners of contest "Why I Appreciate Being a Chicagoan" *Noted* 5618
  - Fitzpatrick, (Mrs.) Thomas (wife of Ald. Fitzpatrick of 19th Ward) 5463
  - Fulton School students and teacher 5315
  - Hatch School students and teachers 8330
  - Housing and Urban Development, Adult Training Program students and teacher 6183
  - Housing and Urban Development, Housing Internes and Mrs. Dell Reynolds 5718
  - Hubbard High School students and teacher 6472, 8330
  - Inter-School Council on Citizenship students and Frank Kozak, Board of Education 5805
  - Jones, Stuart Lloyd 6440
  - Kelly High School (12th Ward)—Library Club and teacher 5559

**City Council:**
- Presence at meeting *Noted*:
  - Kral, (Mr. and Mrs.) Frank, sister and brother-in-law of Ald. Janousek 5616
  - Kral, Otto (nephew of Ald. Janousek) and wife 5616
  - LeClaire Courts Community Organization and Mae Verner Scith, Director 5718
  - Leer, Charles 7986
  - Lewis-Champlin Elementary School 8th Grade Graduate Class and teacher 5614
  - Little Flower Grammar School students and Rev. James Kehoe 6440
  - Loyola University students of Ald. Wigoda 5463
  - Maine Township East High School students and teacher 5805
  - Mather High School students and teacher 5879
  - McCormick (Robert) Boys Club members and director 7986
  - Messiah Lutheran School students and teacher 7842
  - Michetti, (Attorney) Ambrogio 6346
  - Midwest Colleges students and Professor 5805
  - Mozart School students and teacher 5353
  - New Trier High School West students and teachers 5879, 6183
  - Norwood Park Women's Club members 6346
  - Oberschelp, Friedrich, director of Bielefeld Kinderchor (Germany) 7216
  - O'Keefe School Grade 6 and teacher 6247
  - Palmer (John) School Grade 8 and teacher 6247
  - Parish of Reconciliation and Alan Streyffeler, Minister 5879
  - Parker School students and teacher 5559
  - Pennoyer School students and teacher 8330
  - Pietro, Lorenzini, Professor of Medicine at University of Milan 6346
  - Piotrowski, (Comr.) Lillian 5616
  - Pirie Elementary School students and teacher 8330
  - Pirie Teacher In-Service Institute, Teachers, Title I, Board of Education with Mr. Jones and Mr. Yaccino 5879
  - Presbyterian St. Luke's Hospital day care patients 6050
  - Ratsima (Hon.) of the Malagasy Republic and Mr. Robert Reed (Dept. of State) 5353
  - Roper, Jeffery 7986
  - Roseland Christian School students accompanied by Mr. Kloosterman 5463
  - Rothnie, Alan K. 6440
  - Ruggles School students and teacher 6346
  - St. Gertrude Girl Scouts, Troop No. 764 and leader 5316
  - St. Ignatius High School students and teacher 5315
  - St. Luke's School students and teacher 5559
  - St. Paul's High School students and teacher 5353, 6346
  - St. Peter's Lutheran School students and teacher 5559
  - Sawyer School (Special Education class) and teacher 8330
  - Shimer College students and teacher 7789
  - Siena High School students and teacher 6440, 7842
  - Singer, (Mrs.) Williams S. (wife of Alderman) 5317
  - Stafford, (Mrs.) Thomas, Diane and Karen (wife and daughters of Astronaut Thomas Stafford) 5723
  - Sullivan, (W.K.) Elementary School students and teacher 6472
  - Swinarski, (Mrs.) Donald (wife of Alderman) 5463
  - Teacher In-Service Institute teachers and Mr. Bottom and Mr. Frederick 5951
  - Urban Youth Program (Work Study Class) students and teacher 7986
  - Vista Lawyers, Volunteers in Service to America members 6247
  - Wachowski, (Judge) Eugene L. 5616
  - Waller High School students and teacher 7209

**City Council:**
- Presence at meeting *Noted*:
  - Wendell Phillips High School students and teacher 5879
  - West Leyden High School students and teacher 6440
  - Wheaton North High School Senior Class and teacher 6440
  - White, Frederick B. 6440
  - Work Study Program Class of Urban Youth Program students and teacher 5614
  - Young, Frank A. and daughter Mrs. Fay Metcalfe (wife of Ald. Metcalfe of 3rd Ward) 5463
- Rules of Order:
  - Rules 8 and 38 (amendments) *Def* 5240 *Amended* 5348
  - Rule 37 (Standing Committees created) Committee on Environmental Control *Def* 6591 *Adopted* 7234-35
  - Rules Nos. 37, 38 and 39 amended *Adopted* 7234-35
  - Rule 38 (assignment of aldermen to six standing committees) *Def* 6591 *Adopted* 7234-35
  - Rule 39 (Jurisdiction of Committees) Committee on Environmental Control *Ref* 6591 *Adopted* 7234-35
  - Rule 42 (notice of meetings, etc.) *Ref* 7235-36
- Salvation Army Band: Congratulations extended *Adopted* 8315
- Scott, (Dr.) Marshal L.: commendation extended upon resignation as member of Comm. on Human Relations *Adopted* 7851
- Standing committees: organization plan (1969) *Def* 5239-40 *Adopted* 5346-48
- Sudler, C. Lovis: Singing of National Anthem *Noted* 5721
- Television and recording of Council meetings *Noted* 5175, 5318

**City Council Legislative Reference Bureau:** Appropriation for 1970 *See* 1982 (Note 6638)

**City Employees (general):**
- Executive Appointments, Advisory Committee on: appointment of committee for recommendations of personnel *Ref* 6307
- Insurance programs (groups) for employees: Gen. Assem. urged not to enact [H.B. 1775] *Def* 5595
- Local Government and Governmental Employees Tort and Immunity Act: notice of lawsuit against local government to include name and address of treating hospital: Gen Assem. urged to enact [H.B. 1795] *Def* 5594 *Noted* 5716
- National Civil Service League presentation of distinguished employees *Noted* 5559-60
- Probationary employees: Nine month probationary period: Gen. Assem. urged to enact [H.B. 2008] *Def* 5595 *Noted* 5717
- Wage-rate adjustments:
  - Salaries and wages:
    - Boiler washer *Passed* 6069
    - Coal Passer *Passed* 6069
    - Deck hands *Passed* 6501
    - Electrical Mechanics *Passed* 5419
    - Glaziers *Def* 6095 *Passed* 6243, 6247
    - Ironworkers, bridge and structural *Passed* 5889
    - Ironworkers, bridge and structural (foremen) *Passed* 5889
    - Ironworkers, bridge and structural (general foremen) *Passed* 5889
    - Ironworkers, bridge and structural (sub-foremen) *Passed* 5889
    - Marine Engineers *Passed* 6501
    - Marine Pilots *Passed* 6501
    - Scowmen *Passed* 6501
    - Stationary firemen *Passed* 6069
    - Tug firemen *Passed* 6501
    - Water tender *Passed* 6069

City funds [*listed under names of particular funds*]

City Hall: Steam agreement by and bet. Cook County and Public Building Comm. *Def* 7351-57 *Passed* 7393-98

City physician (*See* Medical Examination and Emergency Treatment, Department of)

**City Planning, Department of:**
(*See also* Chicago Plan Commission *and* Urban Renewal, Dept. of)

**City Property, Leases, Etc.:**
- Advertisements for sale:
  - Adams (301-09 W.) *Def* 5236-37 *Passed* 5351
  - Cermak Rd. (1156 W.) *Passed* 5745
  - Congress Pkwy. and Oakley Boul. (s.w. cor. Parcel No. 591) *Passed* 6285
  - Cottage Grove (2428 S.) *Def* 6016 *Passed* 6166-67 *See* 7295
  - Fry (1072 W.) *Def* 6016 *Passed* 6167
  - Grand (1750 W.) *Passed* 5921-22
  - House of Correction Farm *Def* 5236 *Passed* 5350-51 *Journal correction Noted* 5882
  - Indiana and 14th (n.w. cor.) *Passed* 7385-86
  - Washington Boul. (2049 W.) *Passed* 7386
  - Winnemac (1618-20 W.) *Passed* 6370
  - 83rd Pl. (3711 W.) *Passed* 5416
- Bids:
  - Adams (301-09 W.) [Sears, Roebuck & Co.] *Ref* 5970 *Passed* 6206
  - Cermak Rd. (1156 W.) [American Automated Industries, Inc.] *Ref* 6055 *Passed* 6284-85
  - Clark (7075-77 N.) [Ive Corp.] *Ref* 6055 *Passed* 6369-70
  - Congress Pkwy. and Oakley Boul. (s.w. cor. Parcel No. 591) [George Brumis] *Ref* 6561
  - Congress Pkwy. and Oakley Boul. (s.w. cor. Parcel No. 591) [Forward Realty Development Corp.] *Passed* 7386-87
  - Cottage Grove (2428 S.) [Marshall A. and David L. Stucker] *Ref* 6448 *Passed* 7295
  - Fry (1072 W.) [Avnet, Inc. Corp.] *Ref* 6448 *Passed* 7295
  - House of Correction Farm [Chicago Dwelling Assn.] *Ref* 5623 *Def* 5780 *Passed* 5875-76 Journal correction *Noted* 5882
  - Indiana (14th E. n.w. cor.) [Hamilton Industries, Inc.] *Ref* 7995-96
  - North (1700-02 W.) [Robert I. Berry] *Ref* 6448 *Passed* 7295
  - Washington Boul. (2049 W.) [Presbyterian-St. Luke's Hospital] *Ref* 7995-96
  - Winnemac (1618-20 W.) [Bethany Home and Hospital of the Methodist Church] *Ref* 7757 *Passed* 8111
- Leases:
  - Clark (440-42 S.) for parking [Max Stein, d/b/a M.S. Parking Co.] *Passed* 6276
  - Clybourn (1507-31 N.) for Dept. of Human Resources *Passed* 5485-87
  - Kedzie w. of IC RR. R/W for temporary parking purposes [Illinois Central RR. Co. and L&P Broadcasting Co.] *Passed* 5411-12
  - Motorbus terminal at California and 31st (n.w. corner) *Passed* 7323-25
  - Wells (521-25 S.) [Sie Lurye d/b/a Sie Lurye's] *Passed* 6276
- Miscellaneous:
  - Easement agreement for driveway [Chicago City Bank & Trust Co.] *Passed* 5922-23
  - Pole and wire installations in vicinity of Fullerton and Wood [Illinois Bell Telephone Co.] *Passed* 6387-88
  - Transfer of fire station at 1459 W. Harrison to Dept. of Urban Renewal *Passed* 5837-39
  - Transfer of police parking facility at 1259-1322 S. Morgan to Dept. of Urban Renewal *Passed* 5839
  - Transfer of vacant property from Dept. of Streets and San. to Bureau of Sewers (91st and Holland along CRI&P RR. tracks) *Def* 6298-99
- Navy Pier [*separate heading*]
- Quitclaim deeds [*separate heading*]
- Streets [*listed under locations*]

City Relief Purposes Fund:
- Appropriation for 1970 *See* 51, 526 (Note 6638)
- Estimates for 1970 revenue *See* 9 (Note 6638)
- Schedule of estimate for net taxes (1970) *See* 13 (Note: 6638)
- Tax-anticipation warrants (1969) issuance and sale *Passed* 5637-39, 5823-24, 6115-16 Amendatory Ordnce. *Def* 6217-18 *Passed* 6345-46, 6450-51
- Tax-anticipation warrants (1970) issuance and sale *Def* 7779 *Passed* 7835-36

City Traction Fund:
- Appropriation for 1970 *See* (Note 6638)
- Estimates for 1970 revenue *See* (Note 6638)

City Transit Fund:
- Appropriation for 1970 *See* 59-60, 549-54 (Note 6638)
- Estimates for 1970 revenue *See* 11 (Note 6638)

**City Treasurer:**
- Annual report for 1968 *Filed* 5468
- Annual report for 1969 *Filed* 7756
- Appropriation for 1970 *See* 20, 108-111 (Note: 6638)
- Transfer of funds *Passed* 5733

Civic Center Bank and Trust Co.:
- Depository of City/school funds *Passed* 7294
- Depository for Model City Program Fund *Passed* 6193

Civil Aeronautics Administration [*listed under* United States Government]

Civil Defense Corps [*listed as* Chicago Civil Defense Corps]

Civil Defense Purposes Fund:
- Appropriation for 1970 *See* 42, 483-484 (Note 6638)
- Estimates for 1970 revenue *See* 6 (Note 6638)
- Schedule for estimate for net taxes (1970) *See* 12 (Note 6638)
- Tax-anticipation warrants (1970) issuance and sale *Def* 7779 *Passed* 7835-36

**Civil Service Commission:**
- Appropriation for 1970 *See* 20, 125-130 (Note 6638)
- Conviction of one misdemeanor shall not disqualify applicant from taking examinations in Civil Service, etc. [H.B. 461] Gen. Assem. urged to enact *Def* 5435 *Noted* 5557
- Transfer of funds (1969) *Passed* 6362
- Ward superintendent: request for litigation concerning Civil Service examination *Ref* 5539

**Claims noted:**
- A.B.C. Great States, Inc. 7854
- A.G.B. Distributors, Inc. 5884, 6013
- A & H Plumbing 5183, 5581
- A & M Builders 5969
- Abbihil, David H. 5183, 5518
- Abdulla Service, Inc. 5469, 5784
- Abran, John A. 6391
- Absalom, James V. 5514
- Accardo, Joseph 7995
- Adamik, Joseph P. 6214
- Adams, Allan D. 5773
- Adams, Arthur 5851
- Adams, Raymond T. 5228
- Adams, Stanley L. 7334
- Adams, Wilbur 7779
- Adamski, William 5884, 8153
- Ade, Donald J. 6390
- Ade Realty Co. 5969
- Ade, Russell P. 6294
- Adelman, (Mr. and Mrs.) S. 5519
- Adelsbach, Thomas F. 7854
- Adkins, LeMonte 5852
- Advance Auto Leasing 5969, 6549
- Advance Auto Supply Co. 5622, 5930

**Claims noted:**
Aetna Life & Casualty:
  Korbakes, Maryanthe 7854-55
  McCollin, Raymond 5622, 6011
  Mezo, Dwight B. 5566, 6017
  Rumisek, E. & Loretta 5622
Affetto, Frank J. 6085
Agins, Stephen D. 5512
Agnoli, Anthony L. 5230
Agretti, Marlene 5566, 6011
Aguado, George J. 5852
Aguado, Salvador 6005
Aguado, Salvador Jr. 6008
Agusto, Ruth 5183, 6549
Ahearn, Michael J. 6214
Ahern, Raymond 5517
Ahlgrim, Robert F. 5852
Ahrens, Nicholas J. 7336
Ahrstrom, Grace 5285, 6012
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- Zayas, Luis A. 8133
- Zayner, Nancy 5435
- Zec, Michael J. 5776
- Zedler, Harold E. (State Farm Insurance) 6256, 7930
- Zees Coffee Co., Inc. 7855, 8138
- Zeilenga, William J. 6007
- Zeiler (R. J.) Sons Ins. Co. (Kruk, Stanley) 5579 *Journal correction Noted* 5656
- Zelickman, Theodore 5183, 5783
- Zellack, Donald T. 5512, 5852
- Zellman, Melvin 5811, 6088
- Zemon, Thomas C. 5970, 7338
- Zenner, John 5777
- Zentner, Anton (Allstate Insurance) 5469, 5783
- Zerfasz, James R. 6212
- Zervas, Kenneth W. 5775
- Zettek, William J. 5422
- Ziccarelli, Agent 7995
- Zickenheiner, Horst A. 8130
- Ziegler, Max O. 6009, 6456
- Ziegler, William J. 8130
- Zielinski, Mary K. 7995
- Zielinski, Richard J. 6456
- Zielinski, Vincent T. 5775
- Ziemann, Albert A. (2) 6457
- Ziemann, William J. 5514
- Zikowski, Adeline 5622, 5929
- Ziliken, Cecilia 5970, 6215
- Zimmerman, James J. 5231, 5853
- Zingarelli, Frank 6393
- Zingarelli, Michael A. 5774
- Zitek, John D. 8132
- Zito, Frank V. 6008
- Zito, Gregory W. 5514
- Zolkowski, S. W. 5779
- Zoller, Richard J. 5854
- Zuckerman, Frank J. 5854
- Zudyk, Theodore V. 5512

**Claims noted:**
- Zukauski, Jerome J. 7757, 8153
- Zuklic, Nicholas 5926
- Zurawski, Donna 5183, 5581
- Zurich Insurance Co. (Mongoven, Thomas P.) 7379, 8135
- Zygowicz, Adolph J. 6007
- Zyskowski, Stanley H. 6456
- Zywiciel, Vincent S. 5231, 5512
- Zywiciel, Walter 5470, 5656
- Zywicki, Adam E. 8132

Clapp and Poliak, Inc.: Lease at Navy Pier *Def* 5583-84 *Passed* 5711-12

Claremont Av.:
- Street vacation Archer to GMB&O RR. R/W [Anna Kasper and Exchange Natl. Bank (Tr.)] Draft Ordnce. *Noted* 6417
- Tunnel s. of 63rd [St. Rita of Cascia College] acceptance and bond *Noted* 5320

Clarendon Av.:
- Parking prohibited (all times):
  - Leland (20 ft. s. to 50 ft. s.—w. side) *Passed* 6328
  - Leland (35 ft. s. to 115 ft. s.—e. side) *Passed* 5599
  - 4128 N. (s. side of alley n. to 25 ft. s.—w. side) *Eliminated* 6025
- Parking prohibited (specified hours): Leland to 50 ft. s. (w. side) *Ref* 5697

Clark, Mark: investigation into slaying *Ref* 6554, 6555

Clark St.:
- Art-fair permit bet. Balmoral and Winona [Andersonville Chamber of Commerce] *Passed* 5949
- Channelization from Congress Pkwy. to Van Buren 1965-3 (Project No. 554) allocation of MFT funds *Passed* 5763-64 State approval *Noted* 5967
- Leases:
  - 800 N. for Chicago Committee on Urban Opportunity [American National Bank] *Def* 6396 *Passed* 6464
  - 800 N. for Dept. of Human Resources [800 North Clark Street Bldg.] *Def* 6588, 7361-63 *Passed* 7238, 7239-40
  - 2427 N. for Dept. of Air Pollution Control [Lincoln Park Ritz Garage] *Def* 6089 *Passed* 6241
  - 2859 N. for Dept. of Urban Renewal [Municipal Tuberculosis Sanitarium] *Passed* 6492
- Parking prohibited (all times):
  - 3157 N. (driveway) *Rejected* 5280
  - 6752 N. *Rejected* 5281
- Property bid: 7075-77 N. [Ive Corp.] *Ref* 6055, *Passed* 6369-70
- Property purchase: 7075-7077 N. [Ive Corp.] *Passed* 6369-70
- Sidewalk-sale permit 2700-2800 N. blocks [Diversey-Clark-Broadway Businessmen's Assn.] *Passed* 5874
- Storage of trucks, etc., at Ravenswood n. of Schreiber [CTA] Amendatory Ordnce. *Passed* 5494-95
- Water supply pipes:
  - Lincoln to Wells *Passed* 5509
  - Wisconsin to North *Passed* 5509

Clearing Business Association: Sidewalk-sale permits *Passed* 5873

Clearing Industrial Dist. Inc.: Water-service connection *Passed* 5768-69

Cleaver St.:
- Street closing s. of Division [Dept. of Urban Renewal] Draft Ordnce. *Noted* 5541 *Passed* 6407-08
- Street opening w. of Division (area) for turn-around purposes [Dept. of Urban Renewal] Draft Ordnce. *Noted* 5541 *Passed* 6407-08

Cleveland Av.:
- Carnival or street-fair permit at Mohawk (n.s. alley) [Lincoln Central Assn.] *Passed* 5706
- Street closing: Eugenie intersection with Ogden [Dept. of Urban Renewal and Redemptorist Fathers] Draft Ordnce. *Noted* 5344 *Passed* 8278-80

- Clifton Av.:
  - Conduits across Seminary n. of Belden [DePaul University] *Ref* 5949 *Passed* 6098 acceptance and bond *Noted* 6254
  - Property acquisition at 4518-24 N. for totlot purposes *Filed* 5783
- Clinton Co., Inc.: Zoning-reclassification request [20-K] *Ref* 5357 *Def* 5593 *Rejected* 5716
- Clinton St.: Elevated walkway at Lake (Clinton-Lake C.T.A.) [Chicago & North Western Ry. Co.] *Passed* 6083-84 acceptance and bond *Noted* 7254
- Clock signs (*See* Signs)
- Clybourn Av.: Lease at 2970 and 2974 N. for Bd. of Health [C.H.A.] *Passed* 5569
- Clyde Av.: Parking prohibited (all times): 7052 S. (driveway) *Rejected* 5281
- Coaxial Communications, Inc. and Coaxial Communications of Chicago, Inc.: Franchise agreement to operate Community Antenna Television Systems within the City *Ref* 7855
- Coin King Sales & Service: Zoning-reclassification request [17-I] *Ref* 5884 *Def* 6306 *Rejected* 6439
- Collector, City (*See* City Collector)
- Collins, (Ald.) George W.:
  - License, Com. on: Chairman *Def* 5239 *Adopted* 5347
  - License, Com. on: Resignation as Chairman *Noted* 6477
- Colonial Bank and Trust Company: Depository for Model City Program Fund *Passed* 6193
- *Collum, Curtis* vs. *Frank A. Butler et al.*: Corp. Cnsl. Comc. on U.S. Ct. of Appeals decision *Filed* 7854
- Columbus, Christopher: Chicagoans urged to join in celebrations of 477th anniversary of discovery of New World *Adopted* 6232-33
- Columbus Hospital:
  - Building permits (free) *Ref* 7985 *Passed* 8113
  - License-fee exemption *Ref* 5875,8316 *Passed* 5921
- Commerce Commission, Illinois (*See* Illinois Commerce Commission)
- Commercial Av.:
  - Parking restricted (specified hours): 8635-41 S. *Eliminated* 6027
  - Sidewalk-sale permit bet. 87th and 93rd [South Chicago Chamber of Commerce] *Passed* 5945
- Commercial Districts (*See* Zoning Ordinance, Chicago)
- Commercial vehicles (*See* Motor vehicles)
- Commission for Rehabilitation of Persons [*listed as* Rehabilitation of Persons, Commission for]
- Commission on Youth Welfare [*listed as* Youth Welfare, Commission on]
- Commissions and special agencies [*listed under key words of titles*]
- Committee Pamphlets:
  - (*These pamphlets are maintained in a separate file*)
  - No. 14:
    - Comprehensive Cities Demonstration Program *Ref* 5315 *Def* 5335-36 *Passed* 5458-59
  - No. 15: Workable program for community improvement (1968) *Ref* 5466 *Def* 5584-85 *Approved* 5709
  - No. 16:
    - Lake Front Ordinance (amendatory 1969) *See* 5882 *Def* 6013-14 *Passed* 6121-50 *Noted* 7852, 7994
    - Randolph St. terminal property zoning designation [Map No. 1-E] (Illinois Central RR. Co.) *Ref* 5882-83 *Def* 6018 *Passed* 6120-21
  - No. 17:
    - American Locker Co.:
      - Lease at Chgo. Midway Airport *Def* 6015 *Passed* 6163-64
      - Lease at Chgo.-O'Hare International Airport *Def* 6015 *Passed* 6164-65
      - Lease at Merrill C. Meigs Field *Def* 6016 *Passed* 6165-66
- Committee Pamphlets:
  - No. 17:
    - Chrysler Realty Corp.:
      - Lease at 640 N. LaSalle for Dept. of Human Relations *Def* 6014 *Passed* 6152-55
      - Lease at 640 N. LaSalle for Dept. of Human Resources *Def* 6015 *Passed* 6158-62
      - Lease at 640 N. LaSalle for Model Cities Program *Def* 6015 *Passed* 6156-58
    - City property: advertisement for sale at 1072 W. Fry *Def* 6016 *Passed* 6167 *See* 6448
    - City property: advertisement for sale at 2428 S. Cottage Grove *Def* 6016 *Passed* 6166-67 *See* 6448
    - Illinois Men's and Boy's Apparel Club, Inc. lease at Navy Pier *Def* 5657-58 *Passed* 5796-98 *Def* 6014 *Passed* 6150-52
    - Municipal Retailers' Occupation Tax: increase in City's allocation *Def* 6014 *Passed* 6150
    - Municipal Service Occupation Tax: increase in City's allocation *Def* 6014 *Passed* 6150
  - No. 18: Annual Appropriation Ordinance *Def* 6523 *Passed* 6628-7209 (Note: 6638)
  - No. 19: Parking Facility Operator's agreements: Sites Nos. 1-10, 18-19, 21, 23-40, 42-49, 54-61, 64-69, 71-72, 84 *Ref* 7217 *Def* 7339-50 *Passed* 7412-7748
  - No. 20:
    - Tax anticipation warrants:
      - City funds (various) for 1970: issuance and sale *Def* 7779-80 *Passed* 7835-36
      - Education, Bd. of (various) for 1970: issuance and sale *Def* 7780-81 *Passed* 7740-42
    - Tax-levy for Bd. of Education (1970) *Def* 7780 *Passed* 7836-40
    - Tax-levy for Corporate Purposes Fund (1970) *Def* 7779 *Passed* 7806-34
- Committees [*listed under* City Council *or key words of titles*]
- Committees and Rules, Committee on:
  - Appropriation for 1970 *See* 16 80 (Note 6638)
  - Membership assignments *Def* 5239, 6591-93 *Adopted* 5347, 7235
- Commonwealth Edison Co.:
  - Construction of cooling towers for nuclear generating plant on Lake Michigan *Ref* 5787 *Noted* 6226
  - Report and documents *Noted* 5180, 5468, 5621, 5729, 5967, 6188, 6359-60, 6446-47, 7755, 7853, 7993-94
  - Vacation of street: Racine Av. bet. Cermak Rd. and s. terminus *Passed* 5860
- Community Antenna Television Systems:
  - Franchise agreements:
    - All-Star Television, Inc. *Ref* 7855
    - Century Broadcasting Corp. *Ref* 7855
    - Chicago Courier Cablevision, Inc. *Ref* 7855
    - Coaxial Communications, Inc. and Coaxial Communications of Chicago, Inc. *Ref* 7855
    - Cor-Plex International Corp. *Ref* 5884
    - Edgewater Beach Development, Inc. *Ref* 7996
    - L V O Cable, Inc. *Ref* 7855
    - Lerner Communications Corp. *Ref* 6361
    - Life Broadcast, Inc. *Ref* 5358
    - Pacific & Southern Broadcasting Co., Inc. *Ref* 6256
    - Planned Development Cablevision *Ref* 7996
    - San Jose Cable TV Co. *Ref* 6478
    - Southtown Economist, Inc. *Ref* 7855
    - Teleprompter Corp.: *Ref* 5623
- Community Health Center of Englewood: license-fee exemption *Ref* 6046 *Passed* 6072
- Community Lutheran Church: Leases to City *Passed* 6269
- Community Redevelopment Bonds: Sale of bonds ($3,000-000) *Passed* 5186
- Community Redevelopment Bonds (1966): Appropriation for 1970 *See* 47, 521 (Note: 6638)
- Community Renewal Program (*See* Urban Renewal, Dept. of)

- Commuter Airlines Inc.:
  - Leases:
    - Chicago-O'Hare International Airport *Amended* 5909-10
    - Merrill C. Meigs Field *Amended* 5910-11
  - Sublease at Chicago-Midway Airport [American Airlines, Inc.] *Passed* 7885-88
- Comptroller, City (*See* City Comptroller)
- Conduits [*listed under locations and names of permittees*]
- Congregation K.I.N.S. of West Rogers Park:
  - Building permits (free) *Passed* 5216
  - License-fee exemption *Ref* 5346 *Passed* 5409
- Congress Expressway (*See* Superhighways)
- Congress Pkwy: Property sale advertisement at Oakley Boul. (s.w. cor. Parcel No. 591) *Passed* 6285
- Congress St. (*See also* Superhighway—West Route)
- Congress of the United States (*See* United States Government)
- Connelly, George Sr.:
  - Appointment (Plumbers, Bd. of Examiners) *Ref* 6250 *Approved* 6363
  - Oath of Office *Noted* 7755
- Conservation Board (Community) of Chicago (*See* Community Conservation Board)
- Consolidated Foods Corporation: Loading platform *Ref* 7983 *Passed* 8270
- Construction Division [*included with* Public Works, Department of]
- Construction Division Capital Account [*included with* Public Works, Department of]
- **Consumer Sales, Weights and Measures, Department of:**
  - Annual report (1968) *Filed* 5968
  - Appropriation for 1970 *See* 25, 255-259 (Note 6638)
- Continental Airlines, Inc.: Lease agreement with City for Parking facilities and construction of runways *Def* 7934-39 *Passed* 8002-17
- Continental Building Corp.: Property changes and alterations due to building of 35th St. Bridge (agreement with City) *Passed* 5416-17
- Continental Distributing Co.: Execution of agreement with Continental Distributing Co. for payment of damages arising out of construction *Passed* 6385-86
- Continental Illinois National Bank and Trust Co.:
  - Depository of City school funds *Passed* 7294
  - Lease at Chicago-O'Hare International Airport *Passed* 5364-67
  - Loan notes (temporary) low-bid acceptance (Ill. R-6) (LG) *Passed* 6265-66
  - Project notes No. R-9 (ratified) *Passed* 8083
- Continental Insurance Co. and Firemen's Ins. Co. of Newark, New Jersey: Vacation of street Draft Ordnce. *Noted* 5453
- Continental Paper Grading Co.: Switch track [assignment to A. Epstein & Sons, Inc.] acceptance and bond *Noted* 5179-80
- **Cook County:**
  - Annexation of territory in Sect. 18 in Twp. 40 (legally described) *Passed* 5891-92 *Noted* 6447
  - County Building:
    - Building permits (free) *Ref* 6463, 7985 *Passed* 6500, 8113-14
    - Steam agreement b yand bet. City and Public Building Comn. *Def* 7351-57 *Passed* 7393-98
  - County Clerk:
    - Ordinances filed by City:
      - Electric Lighting System Bonds $5,500,000 *Noted* 7794
      - Garbage and Refuse Disposal Bonds ($7,000,000) *Noted* 7794
      - Garbage and Refuse Disposal Bonds ($8,000,000) *Noted* 7794
      - Municipal Building Bonds ($12,000,000) *Noted* 7794
- **Cook County:**
  - County Clerk:
    - Ordinance filed by City:
      - Municipal Building Bonds ($21,000,00) *Noted* 5181, 7794
      - Public Transportation Bonds ($19,000,000) *Noted* 5181, 7794
      - Redevelopment Bonds: levy of taxes (amendment) *Noted* 7853 (*See* 7792-93)
      - School Building Bonds (1952): reduction in 1969 taxes *Noted* 7853
      - Sewer Bonds ($28,000,000) *Noted* 5181, 7794
      - Tax levy for 1970 (Bd. of Junior College Dist. No. 508) *Noted* 7853 (*See* 7760-61)
      - Tax levy for 1970: school purposes *Noted* 7853
      - Tax levy for 1970 (City of Chgo.) *Noted* 7853 (*See* 7794)
      - Tax levy reductions for 1969: bonds and interest on bonds and for loss and cost in collection of taxes *Noted* 7853
      - Tax levy reduction for 1969: working cash fund bonds *Noted* 7853
      - Working Cash Fund Bonds *Noted* 6189
  - County Highways (*See also* Arterial Highways *and* Motor Fuel Tax Fund)
    - Curb and gutter repairs, reconstruction, etc.: allocation of MFT funds (1969) *Passed* 6291 State approval *Noted* 6447
    - Pavement repairs for 1969: allocation of funds *Passed* 5500-01 State approval *Noted* 5620
    - Pavement repairs for 1969 State approval *Noted* 5180
    - Snow and ice control maintenance for 1969 *Passed* 6507 State approval *Noted* 7755
    - Snow and ice control maintenance for 1969 State approval *Noted* 5180
    - Street-cleaning maintenance for 1969: MFT expenditure *Passed* 5502 State approval *Noted* 5620
    - Street-cleaning maintenance for 1969 State approval *Noted* 5180
  - Forest Preserve District: Edgebrook Community Clubhouse: execution of license agreement with City for use and maintenance, etc. *Passed* 5575-76
  - Steam agreement by and between City and Cook County (Public Building Comn.) *Ref* 6186
  - Street vacation: Fairview and Seminole: easterly and southerly of intersection Draft Ordnce. *Noted* 6462
- Cook Electric Co.: Vacation of alley Draft Ordnce. *Noted* 5793
- Coppin A.M.E. Church and Youth Center: License-fee exemption *Ref* 6240 *Passed* 6284
- Cordi-Marian Settlement: License-fee exemption *Ref* 5545 *Passed* 5578
- Cornelia Av.:
  - Parking prohibited (all times): Western N. to 110 ft. e. (both sides) *Rejected* 5281
  - Paving—Oleander to Ottawa *Ref* 7856-66
  - Paving—Ozanam to Osage *Ref* 5971-81 *Passed* 8291-92
  - Water-supply pipes: Pacific to Panama *Passed* 5646
- Cor-Plex International Corp.: Franchise to operate Community Antenna Television in City, etc. *Ref* 5884
- Corporate Air Transport, Inc.: Lease at Chicago Midway Airport *Passed* 5739-40
- Corporate Purposes Fund:
  - Appropriations for 1970 *See* 14-33, 61-278, 283-299, 310-344, 346-366 (Note 6638)
  - Estimates for 1969 revenue *See* 2-4 (Note 6638)
  - Schedule of estimate for net taxes (1970) *See* 12 (Note 6638)
  - Tax-anticipation warrants (1969) issuance and sale *Passed* 5637-39, 5823-24, 6115-16 Amendatory Ordnce. *Def* 6217-18 *Passed* 6345-46, 6450-51
  - Tax-anticipation warrants (1970) issuance and sale *Def* 7779 *Passed* 7835-36

- Corporate Purposes Fund:
  - Tax levies for 1970: Ordinance *Def* 7779 *Passed* 7806-34
  - Transfer of monies from working Cash Fund *Passed* 6363
  - Working Cash Fund Bonds (1969) reductions in tax levy *Passed* 7759-60
- Corporation Counsel (*See* Law, Department of)
- Correction, House of (*See* House of Correction)
- Cortez St.:
  - Parking restricted (specified hours):
    - Kilborn to Kildare *Eliminated* 5278
    - Kilbourn to Kostner 5278
- Cortland St.:
  - Carnival-street fair permit bet. Wolcott and Wood [Franklin D. Roosevelt Post No. 923—American Legion] *Passed* 5542
  - Property acquisition for fire station at Damen (n.e. cor.) *Passed* 5219
- Cory Corporation: Water pipes *Ref* 7804 *Passed* 8271
- Cosmopolitan National Bank:
  - Depositary of City/school funds *Passed* 7294
  - Depository for Model City Program Fund *Passed* 6193
  - Release of City's interest in sewer easement at 5841 N. Winthrop *Passed* 5923-24
  - Vacation of alley Draft Ordnce. *Noted* 6556
- Cottage Grove Av.:
  - Lease at 6500-02 S. for Chgo. Board of Health [William Tokowitz] *Passed* 5825
  - Parking prohibited (all times): 4712 S. *Eliminated* 6025
  - Parking prohibited (rush hours): 82nd (200 ft. n. to 200 ft. s.) Eliminating Ordnce. *Ref* 5604
  - Parking prohibited (specified hours):
    - 41st to 46th (both sides) *Ref* 5535
    - 41st to 46th (e. side) *Rejected* 6031
    - 82nd (200 ft. n. to 200 ft. s.—w. side) *Eliminated* 6026
  - Property-sale advertisement at 2428 S. *Def* 6016 *Passed* 6166-67 *See* 7295
  - Site designation at 103rd for school-park complex *Ref* 5882
  - Street opening: Oakwood Boul. to 75 ft. s. of Pershing Rd. [Dept. of Urban Renewal] Draft Ordnce. *Noted* 6337
- Couch, Dewey: Appointment (Uptown Conservation Community Council) *Filed* 5177
- Council, City (*See* City Council)
- Council committees [*listed under key words of titles*]
- Council Proceedings (*See* City Council)
- County Clerk (*See* Cook County)
- County of Cook (*See* Cook County)
- Court Pl.: Loading platform in rear of 656-658 W. Washington [C. C. Realty Corp.] Repealing Ordnce. *Passed* 5249
- Covenant Home: License-fee exemption *Ref* 6463 *Passed* 7914
- Cragin Savings and Loan Assn.: Vacation of alley *Rejected* 5266
- Crane (Mary) Nursery School: License-fee exemption *Ref* 5346 *Passed* 5409
- Crawford Av. (*See also* Pulaski Rd.)
- Creer, Patrick: Appointment (Lincoln Park Conservation Community Council) *Filed* 5177
- Crime: Financial aid to victims of crime *Ref* 6036
- Criminal Code: Disenfranchisement of persons which limits to confinement, etc.: Gen. Assem. urged to enact [H.B. 2012] *Def* 5595 *Noted* 5717
- *Cronin, et al.* vs. *Cahill:* Corp Cnsl. comc. on Appellate Court decision *Filed* 5968, 7756
- Cullerton St.:
  - Carnival or street-fair permit bet. Ashland and Laflin [St. Pius Church (Dominican Fathers and Brothers)] *Passed* 5700
  - Conduits for flasher-light signals over CB&Q tracks *Ref* 6555 *Passed* 8268-70
- Cullerton St.:
  - Lease at 1608 W. for Dept. of Urban Renewal [St. Pius Church] *Passed* 6492
  - Vacation of street bet. Calumet and IC RR.R/W [R. R. Donnelly & Sons, Co.] Draft Ordnce. *Passed* 5537-38
- Cultural and Economic Development, Committee on:
  - Appropriation for 1970 *See* 18, 81 (Note 6638)
  - Membership assignments *Def* 5239, 6591-93 *Adopted* 5347, 7235
  - Singer, (Ald.) William S.: membership assignment *Adopted* 5664
- Cuneo (Frank) Hospital: License-fee exemption *Ref* 6557, 6601 *Passed* 7297 *Rejected* 7366
- Cuneo Press, Inc.: Covered bridge or passageway *Ref* 6337 *Passed* 6400
- Cunningham, (Rev.) James F.: Invocation *Noted* 7245
- Cunningham, Wm. B.: Zoning-reclassification request [26-J] *Ref* 7854
- Curbs (construction, relocations, etc.) [*listed under locations*]
- Curry, Richard L.: Appointment (Corporation Counsel) *Ref* 7848 *Approved* 8001-02
- Dakin St.: Parking prohibited (all times): Lockwood (10 ft. of crosswalk at intersection—survey) *Ref* 7389 *Rejected* 7973
- *Daley* vs. *Jack's Tivioli Lounge et al.*: Corp. Cnsl. comc. on Appellate Court decision *Filed* 7756
- *Daley* vs. *McMullen*: Corp. Cnsl. comc. on Appellate Court decision *Filed* 7218
- Dalton, Byron: Death memorial *Adopted* 6358
- Damen Av.:
  - Building demolition 4841-45 N. (rear) *Passed* 8315
  - Lease at 6159 S. for Dept. of Air Pollution Control *Def* 6089-91 *Passed* 6241-43
  - Sidewalks—73rd to 220 ft. s. to 280 ft. s. (w. side) *Ref* 5624 *Passed* 5864
  - Spec.-assess. foreclosure: 7915 S. *Passed* 5410
  - Vacation of street bet. Grenshaw and Roosevelt Rd. [Medical Center Comm.] Draft Ordnce. *Noted* 5454 *Passed* 6222-23
- Damen Avenue Viaduct: Rehabilitation, redecking etc.: increase in allocation of MFT funds *Passed* 5756 State approved *Noted* 5966
- Damico, Michael: Lease to City *Passed* 5912
- Dan Ryan Expressway (*See* Superhighways)
- Darrow, (Clarence) Community Center: License-fee exemption *Ref* 5545 *Passed* 5578
- Data Processing—Data Center (*See under* Mayor (Richard J. Daley)):
- *Davern, William E., Jr.* vs. *Civil Service Comn. of Chgo.*: Corp. Cnsl. comc. on Appellate Court decision *Filed* 6189
- Davis, Robert E.: Purchase property from Urban Renewal, Dept. of (No. 68-DUR-96) *Ref* 6252 *Def* 6413 *Passed* 6471-72
- Day Care Centers, etc. (*See* Schools):
- Dayton St.: Street closing: Willow to Wisconsin [Dayton Block Club] *Passed* 5705
- Deacan, Ralph: Sidewalk-sale permit *Passed* 5874
- Dearborn St.:
  - Channelization from Harrison to Congress Pkwy. 1965-3 (Project No. 554) allocation of MFT funds *Passed* 5763-64 State approval *Noted* 5967
  - Name changed to Dearborn Parkway bet. 1200 to 1500 N. *Ref* 6342
- Deaths during 1969-70 *Noted*:
  - Butler, (Judge) Walker 6357-58
  - Bynum, Marshall F. 6358
  - Campbell, Robert F. 5178
  - Cantone, A. J. (Dom) 5809
  - Dalton, Byron 6358
  - Dirksen, (Sen.) Everett McKinley 6053-54
  - Esposito, Anthony Sr. 5809-10
  - Fried, (Ald.) Raymond K. 7792, 7844-45
  - Gilhooly, John (Jr.) 6446
  - Grochowski (Bishop) 5945

Deaths during 1969-70 *Noted:*
Harris, Herman Alexander 5944
Holzman, Sidney T. 5883
House, (Justice) Byron O. 6187
Janousek, (Ald.) Otto F. 5615-16
Kelly, Edward A. 5964
Kelly, John J. 5563-64
Kelly, Thomas J. 7992-93
Kennedy, Joseph P. 6444-45
Krska, (Ald.) Joseph J. 7211-13
Kucharski, Felix F. 7754
Leverone, Nathaniel 5619
McFetridge, William L. 5178-79
Mies Van Der Rohe, Ludwig 5965
Molloy, (Rev. Msgr.) Patrick J. 7850
Murphy, Joseph D. 6560
Normoyle, (Judge) Denis J. 5466-67
O'Connor, (Lt.) James Ennis 7850-51
O'Hara, Barratt 5964
Quilici, (Judge) George L. 5466
Rago, Henry Anthony 5606-07
Rappaport, Frank G. 6446
Ronan, (Congressman) Daniel J. 5963-64
Rostenkowski, Joseph P. 7849-50
Rowland, Clarence 5564
Seaman, (Fire Marshall) Anthony G. 7784
Sheil, (Archbishop) Bernard J. 6052-53
Singleton, (Detective) Oliver 6445
Sullivan, Arthur A. 5810
Tyskling, Anne 5285
Wham, (Judge) Benjamin 6446
Wood, (Gen.) Robert E. 6358-59
Delaware Pl.:
Parking prohibited (all times): Michigan to Seneca (s. side) *Ref* 5339 *Passed* 5599
Parking prohibited (specified hours): Seneca to 200 ft. w. (n. side) *Ref* 5339 *Passed* 5600
Vaults bet. Michigan and Seneca (Nos. 7 to 12) [John Hancock Mutual Life Insurance Co.] *Passed* 5858 acceptance and bond *Noted* 6054
Delphia Av.:
Water-supply pipes:
Argyle to Carmen *Passed* 6292
Berwyn to Summerdale *Passed* 6211
Delphia Enterprises, Inc.: Street vacation Draft Ordnce. *Noted* 6237
Delta Airlines, Inc.:
Lease agreement with City for Parking facilities and construction of runways, *Def* 7934-39 *Passed* 8002-17
Lease at Chicago Midway Airport *Passed* 5901-04
Lease at Chicago-O'Hare International Airport *Passed* 5635
Democratic National Convention: U.S. Government to cease prosecutions, etc. arising out of 1968 convention *Ref* 5701 *Rejected* 6309
Demolition Program:
Municipality's lien for cost of demolition of buildings, etc. superior to tax liens: Gen. Assem. urged to enact [H.B. 289] *Def* 5242
Requisition for reimbursement payment pursuant to contract No. Ill. M-1 (G) *Ref* 5177-78 *Passed* 5363-64 [*See* 5365-66]
DeMoon, Carl: Lease to City *Passed* 6492
DePaul Settlement and Day Care Nursery: License-fee exemption *Ref* 5457 *Passed* 5497
DePaul University:
Conduits *Ref* 5949 *Passed* 6098 acceptance and bond *Noted* 6254
Property purchase from Dept. of Urban Renewal (No. 69-DUR-48) *Passed* 5271-72
Property purchase from Dept. of Urban Renewal (No. 69-DUR-61) Amendatory Ordnce. *Passed* 5533
Depositaries of City/school funds [*listed under respective* Bank]
Deppe-Vienna Baking Co.: Switch track Repealing Ordnce. *Ref* 5623 *Passed* 5859
DeRoulet, Antoinette: Tribute paid for fifty years of service with Chicago Public Library *Adopted* 6233
Despres, (Ald.) Leon M.:
Absence from Council meeting *Noted* 6051
Environmental Control, Com. on: Membership *Def* 6593 *Adopted* 7235
Name added to Committee on PFCSSMI *Ref* 5456
**Development and Planning, Department of:**
Annual report *Noted* 6478
Appropriation for 1970 *See* 19, 86-90 (Note 6638)
Status as to report on planned development, zoning map [17-H] (Edgewater Company and Kenroy, Inc.) *See* 7368
Zoning recommendations *Filed* 5621, 5968, 6448, 7254, 7995
Development and Planning Revolving Fund, Department of Operation authorization for 1970 *See* 90 (Note 6638)
*Dever, Peo. ex rel., et al.* vs. *O.W. Wilson, et al.* Corp. Cnsl. comc. on Appellate Court decision *Filed* 5181-82
Devon Av.:
Pavement repairs bet. Milwaukee and Nagel. MFT expenditure *Passed* 5508 State approval *Noted* 5729
Sidewalk-sale permit 5400 W. block [Henry Voit] *Passed* 5874
Snow removal route designated: Clark to Kedzie *Rejected* 5450
Speed limit: Cicero to Pulaski *Ref* 6034
Devon Bank:
Depositary of City/school funds *Passed* 7294
Depository for Model City Program Fund *Passed* 6193
Dewitz, Marie: Appointment (East Humboldt Park-Near Conservation Community Council) *Filed* 5177
Dickens Av.: Carnival or street-fair permit bet. Larrabee & Lincoln [Lincoln Central Assn.] *Passed* 5706
Dietzgen (Eugene) Co.:
Covered bridge or passageway *Ref* 6343 *Passed* 6400-01 acceptance and bond *Noted* 7852
Tile conduit and pipes acceptance and bond *Noted* 5179
Dirksen, (U.S. Senator) Everett McKinley:
Congratulations extended on receiving professional chair in Cancer Research, etc. *Noted* 6045
Death memorial *Adopted* 6053-54
Greetings and prayers for speedy recovery *Adopted* 5965
District National Bank:
Depositary of City/school funds *Passed* 7294
Depository for Model City Program Fund *Passed* 6193
Diversey Av.: Sidewalk-sale permit 400-500-600 W. blocks [Diversey-Clark-Broadway Businessmen's Assn.] *Passed* 5874
Diversey - Clark - Broadway Businessmen's Association: Sidewalk-sale permits *Passed* 5874
Diversey Pkwy.: Parking restricted (all times): Ravenswood to Sheffield (both sides) *Ref* 7976
Division St.:
Driveway permit rescinded at 3954 W. 20 ft. e. of Pulaski *Ref* 8313
Parking prohibited (all times):
Halsted (150 ft. e. and w.—both sides) *Ref* 5282 *Passed* 5599
1802 W. Eliminating Ordnce. *Passed* 7965
Spec.-assess. foreclosures: 2101 W. *Passed* 6286
Division St. Bridge: Rehabilitation and repair over N. Branch of Canal; allocation of MFT funds *Passed* 5497-98 State approval *Noted* 5620
Djurdjulov, Jovan: Spec.-assess. settlement *Passed* 5747
Dobbs House (Div. of Beech-Nut): Sublease at Chicago Midway Airport for operation of flight kitchen [American Airlines, Inc.] *Passed* 7871-75, 7888-92

- Dobbs Houses Division, Beech-Nut Life Savers, Inc.: Leasehold at Chicago Midway Airport [assignment to Beech-Nut, Inc.] *Passed* 5483-84
- Dobbs Houses, Inc.: Lease at Chicago-O'Hare International Airport; assignment from Beech-Nut Life Savers Inc. (Flight Kitchen) *Passed* 8083
- Dobkin, Irving B.: occupancy of space *Ref* 5456 *Passed* 5525
- Dominican Sisters of Bethany: Building permits (free) *Ref* 5545 *Passed* 5577
- Dominick St.: Switch track; McLean (225 ft. n.w.) [Gutmann & Co.] *Ref* 6342-43 *Passed* 6401 acceptance and bond *Noted* 7217
- Donnelley (R.R.) & Sons Co.:
  - Bridge or passageway and tunnel acceptance and bond *Noted* 5179
  - Street vacation Draft Ordnce. *Passed* 5537-38
- Dorchester Av.: Parking prohibited (specified hours); 7745 S. (45 ft.) *Ref* 8304
- Douglas Park Evangelical Mission Covenant Church: Building permits (free) *Passed* 5216
- Douvris, William: Zoning-reclassification request [13-I] *Ref* 5730 *Def* 6019 *Passed* 6170
- Drains [*listed under location*]
- Drake Av.: Street closing; Grace to Waveland [John B. Murphy Elementary School] *Ref* 8314
- Draper and Kramer, Inc.:
  - Leases:
    - 30 N. LaSalle (Committee on Utilities) *Passed* 7904, 7906
    - 133 E. 47th St. (Human Resources, Dept. of) *Passed* 8096
- Drews Department Store: Sidewalk-sale permit *Passed* 5948 *Amended* 6041
- Drexel Boul.: Lease at 4701 S. for Model Cities Program [Fredric D. Brown and Co.] *Passed* 5994-95
- Drexel Home, Inc.:
  - License-fee exemption *Ref* 7369, 7392 *Passed* 7383, 7774
  - Property purchase from Urban Renewal, Dept. of (No. 69-DUR-91) *Ref* 5963 *Passed* 6324-25
- Drexel Ice Cream Company: Conduits *Ref* 8307
- Drexel National Bank:
  - Depositary of City/school funds *Passed* 7294
  - Depository for Model City Program Fund *Passed* 6193
- Drexel 63rd Corp: Lease to City at 871 E. 63rd St. *Passed* 8096-8101
- Drinking fountains, public:
  - East End and 69th (n.w. cor.) *Passed* 5871
  - 65th and Rhodes (parkway at corner) removal *Passed* 5341
  - 112th and Bishop (Holy Name of Mary Church) *Passed* 5703
- Driveways: Construction of driveways near intersections of streets, etc. *Ref* 6044-45
- Drovers National Bank: Depository for Model City Program Fund *Passed* 6193
- Drummond, (Maggie) Memorial Day Care Center: License-fee exemption *Ref* 5545, 7986 *Passed* 5578, 8115
- Dunn, Elmer: Spec.-assess. settlement: *Passed* 5397, 5404-05
- Dunn, Thomas E.: Spec.-assess. settlement *Passed* 5397
- **DuPage County:**
  - Annexation of territory in Sects. 1, 12 and 13 in Twp. 40 (legally described) *Passed* 5891-92 *Noted* 6447
  - County Clerk:
    - Ordinances filed by City:
      - Electric Lighting System Bonds $5,500,000 *Noted* 7794
      - Garbage and Refuse Disposal Bonds ($7,000,000) *Noted* 7794
      - Garbage and Refuse Disposal Bonds ($8,000,000) *Noted* 7794
      - Municipal Building Bonds ($12,000,000) *Noted* 7794
- **DuPage County:**
  - County Clerk:
    - Ordinances filed by City:
      - Municipal Building Bonds ($21,000,000) *Noted* 5181, 7794
      - Public Transportation Bonds ($19,000,000) *Noted* 5181, 7794
      - Sewer Bonds ($28,000,000) *Noted* 5181, 7794
      - Working Cash Fund Bonds *Noted* 6189
  - Opening of McDonough St. for relocation of Post Office Building at Chgo.-O'Hare International Airport *Passed* 5893-94
  - Vacation of Division St. for relocation of Post Office Bldg. at Chgo.-O'Hare International Airport *Passed* 5892-93
- Durkin, (Rev.) Eugene: Invocation *Noted* 7377
- Dvorak, John: Zoning-reclassification request [4-F] *Ref* 5621 (Protest) *Ref* 6255 *Def* 6399 *Rejected* 6468
- *Dvorson, Nathan* vs. *City et al.*: Corp. Cnsl. comc. on Appellate Court decision *Filed* 7756
- Dyslexia Memorial Institute, Inc.: License-fee exemption *Ref* 7986 *Passed* 8114
- *Dziewatkowski, John* vs. *City of Chicago, et al.*: Corp. Cnsl. comc. on Appellate Court decision *Filed* 5357
- Easement [*listed under* Sewers *and names of grantors and grantees*]
- East Eighty-seventh St. Businessmen's Association: Sidewalk-sale permit *Passed* 5788, 5871
- East End Av.: Sidewalk-sale permit bet. 86th Pl. and 87th [East 87th St. Businessmen's Assn.] *Passed* 5871
- East End Park: Name changed to *Barrett O'Hara Park* bet. Kenwood, Kimbark, 54th, 55th *Ref* 6036 *Def* 6309 *Re-ref* 7986 *Def* 8267-88
- East Humboldt Park Businessmen's Association: Sidewalk-sale permit *Passed* 5874
- East Humboldt Park-Near Northwest Conservation Community Council: Appointment of members (9) *Filed* 5177
- East River Rd.:
  - Water mains etc. in Higgins Rd.: agreement with Marriott Corp. and Seay & Thomas, Inc. *Passed* 5225-26
  - Water supply pipes: Bryn Mawr to Higgins *Passed* 5227
- East Side Bible Church: Building permits (free) *Ref* 6240, 6421 *Passed* 6283, 6452
- East Side Businessmen: Sidewalk-sale permit *Passed* 5701
- East Side Labor Day Committee: Congratulations extended on community activities *Adopted* 6111-12
- Eastern Airlines, Inc.: Lease agreement with City for Parking facilities and construction of runways *Def* 7934-39 *Passed* 8002-17
- Eastman St.: Vacation of street bet. Halsted & alley (w.) [Midland Smelting Co.] Draft Ordnce. *Noted* 5705
- Ebenezer Lutheran Day Care Center (Lutheran Welfare Services of Illinois): License-fee exemption *Ref* 7986, 8316 *Passed* 8115
- Eckrich (Peter) and Sons, Inc. et al.: Vacation of alley *Passed* 6317 *Amended* 7783-84
- Economical and Cultural Development, Mayor's Committee for: Appropriation for 1970 *See* 14, 63 (*Note* 6638)
- Ecumenical Institute Day Care Center—Extension A-B; License-fee exemption *Ref* 6240 *Passed* 6284
- Ecumenial Religious Facilities Corp: Property purchase from Dept. of Urban Renewal (No. 69-DUR-92) *Ref* 5963 *Passed* 6325-26
- Edens Expressway (*See* Superhighway)
- Edgebrook Community Clubhouse: Execution of license agreement bet. City and Cook County for use and maintenance, etc. *Passed* 5575-76
- Edgewater Av.:
  - Parking restricted (specified hours):
    - Ashland (185 ft. w. to 170 ft. w.—s. side *Passed* 7967
    - Ashland (185 ft. w. to 190 ft. w.—s. side) *Ref* 5869
- Edgewater Beach Development, Inc.: Franchise agreement to operate cable TV *Ref* 7996
- Edgewater Golf Club Property: Property acquisition at Western and Pratt for state park purposes *Adopted* 6476

Edison Park Pre-Kindergarten School, Edison Park Lutheran Church: License-fee exemption *Ref* 5457 *Passed* 5497

**Education, Board of:**
- Appointment of members (2) *Ref* 5808 *Def* 5940 *Approved* 6047
- Building Purposes Fund: Tax-anticipation warrants (1970) issuance *Def* 7780 *Passed* 7840
- Educational Purposes Fund: Tax-anticipation warrants issuance (1970) *Def* 7780 *Passed* 7840
- Free Textbook Purposes Fund: Tax-anticipation warrants (1970) issuance *Def* 7780-81 *Passed* 7841-42
- Future appointments to membership *Ref* 6042
- Illinois State Income Tax for 1969: Grant for financial aid *Passed* 5945-55
- Junior Colleges [*separate heading*]
- Levy of direct annual tax on real estate rentals for payment to Public Building Comn. *Passed* 6482-84 (*See* 6561)
- Mayor urged to perform commitment to avoid possible shut-down of schools *Ref* 5871-72
- Playgrounds, playfields, etc. [*separate heading*]
- Property acquisition:
  - Schiller School—Park Project (designation of revised site (legally described) *Ref* 5887-89
  - Washington Park for Vincennes-Washington Park elementary school *Adopted* 5733-34
- Property conveyed to Public Building Comn. (BE-1, Schiller) *Filed* 6478-79 *Passed* 6484-85, 6485-86
- Property purchase from Urban Renewal, Dept. of (No. 69-DUR-134) *Ref* 6252 *Def* 6412 *Passed* 6471
- Property sale: Union and 66th *Ref* 6055 *Passed* 6285
- School Playground and Recreational Purposes Fund: Tax-anticipation warrants (1970) issuance *Def* 7780 *Passed* 7841
- School Program. Chicago School Program; statement of policy *Ref* 7802 *Adopted* 8265
- Schools [*listed under particular names*]
- Site designations:
  - Carver-Riversdale High School, Magnet Elementary School, and West Pullman Branch Elementary School *Adopted* 5840-43
  - Farragut High School (Project BE-19) *Adopted* 7382
  - Middle School in Austin Community (Project BE-11) *Adopted* 7381
  - Near West Side High School (Project BE-4) *Adopted* 7380-81
  - School-park complexes (vicinity of Kerfoot and Vincennes, 103rd and Cottage Grove, Archer and Pulaski) *Ref* 5882
  - 55th and Lowe Elementary School (Project BE-14) *Adopted* 7381-82
- Tax-levies for 1969: Order, demand and direction (comc.) *Filed* 7758
- Tax-levies for 1970:
  - Order, demand and direction (comc.) *Filed* 7798
  - Ordinance *Def* 7780 *Passed* 7836-40
  - Mayor's approval *Noted* 7840
- Vacations of alleys:
  - Adams, Kedzie, Monroe, Spaulding *Passed* 5259
  - Blue Island, Morgan, Racine, Roosevelt, 14th Pl. Draft Ordnce. *Noted* 6036
  - Cornell, 55th, 56th, IC RR. R/W Draft Ordnce. *Noted* 6460
  - Kedzie, Madison, Monroe, Spaulding Draft Ordnce. *Noted* 8312-13
  - Kenton, Kolmar, Maypole, West End *Ref* 7795 *Passed* 8282
  - Kenwood, Kimbark, 56th, 57th [Dept. of Urban Renewal] Draft Ordnce. *Noted* 6230-31 *Passed* 8289
- Vacation of streets:
  - Aberdeen: 14th to 14th Pl. Draft Ordnce. *Noted* 6036
  - Evergreen: Ogden to Clybourn [Chgo. Housing Authority] Draft Ordnce. *Noted* 6042
  - Liberty: Miller to Blue Island Draft Ordnce. *Noted* 6036

**Education, Board of:**
- Vacation of streets:
  - Miller: Maxwell to 14th Draft Ordnce. *Noted* 6036
  - Miller: Roosevelt to Maxwell Draft Ordnce. *Noted* 6036
  - Monroe: Kedzie to 74 ft. w. *Passed* 5259
  - Washburne: Miller to Blue Island Draft Ordnce. *Noted* 6036
  - 13th: Miller to Blue Island Draft Ordnce. *Noted* 6036
  - 14th: Morgan to Blue Island Draft Ordnce. *Noted* 6036

Edward Ct.: Street vacation bet. Dickens and 297 ft. n. [Dept. of Urban Renewal] *Passed* 5863-64

Edwin, (Sister) Mary: Appointment (East Humboldt Park-Near Northwest Conservation Community Council) *Filed* 5177

Eggleston Av.: Parking prohibited (specified hours): 69th to 72nd (both sides) *Ref* 5283

Eight Hundred North Clark Street Bldg.: Lease to City *Def* 6588, 7361-63 *Passed* 7238, 7398-99

Eighteenth Pl.:
- Building demolition 2047 W. *Passed* 6418
- Conduits for flasher-light signals over CB&Q RR. tracks *Ref* 6555 *Passed* 8268-70

Eighteenth St.:
- Conduits for flasher-light signals over CB&Q RR. tracks *Ref* 6555 *Passed* 8268-70
- Parking prohibited (all times): 1618 W. (alongside Marshfield—entire length of building) *Ref* 5535

Eighty-eighth Pl.: Paving—Kenwood to NYC&St. and L. RR. R/W *Ref* 7796 *Passed* 8294

Eighty-eighth St.: Parking prohibited (all times); Ashland to first alley e. (both sides) *Ref* 7800

Eighty-fifth Pl.: Sidewalks—Washtenaw to 375 ft. w. (n. side) *Ref* 6256 *Passed* 6404

Eighty-fifth St.: Paving—Lawndale to Rumsey (intersection) Repealing Ordnce. *Ref* 5470 *Passed* 5679

Eighty-first St.:
- Parking prohibited (all times): Cicero to alley e. (both sides) *Ref* 5282 *Rejected* 6030
- Parking prohibited (specified hours): Ashland to Justine (n. side) *Eliminated* 6026

Eighty-second Pl.:
- Name designation for un-named street s. of 82nd bet. Western and Campbell *Ref* 5608 *Passed* 5664-65
- Parking prohibited (all times): Campbell to Western (both sides) *Ref* 5940-41 *Passed* 6024

Eighty-second St.:
- Parking prohibited (all times):
  - Artesian to Western (s. side) *Ref* 5282 *Passed* 5599
  - Artesian to Western (s. side) Eliminating Ordnce. *Ref* 5696 *Passed* 6025
  - Ashland to alley w. (s. side) *Ref* 6596
  - Campbell to Western (both sides) *Passed* 6024
- Parking prohibited (specified hours): Campbell to Western (both sides) *Ref* 5696
- Spec.-assess. foreclosure: 119 E. *Passed* 8118-19

Eighty-seventh St.:
- Parking prohibited (all times):
  - Cicero to Winchester (n. side) *Ref* 6414 *Passed* 7965
  - Damen to Winchester (s. side) *Ref* 6414 *Passed* 7965
  - 1134-36 W. *Ref.* 6032 *Rejected* 6333
- Parking prohibited (specified hours): Michigan to Wabash (n. side) *Passed* 6329
- Sidewalk-sale permits:
  - Exchange and Houston [South Chicago Chamber of Commerce] *Passed* 5945
  - Stony Island & Jeffery [East 87th St. Businessmen's Assn.] *Passed* 5788
- Sidewalks—Washtenaw to 250 ft. w. to 370 ft. w. (n. side) *Ref* 6256 *Passed* 6404

Eighty-sixth Pl.: Parking prohibited (specified hours); Sangamon to Summit Eliminating Ordnce. *Ref* 6335 *Passed* 7966

- Eighty-sixth St.:
  - Parking prohibited (specified hours): Michigan to State (both sides) *Passed* 6329
  - Sidewalks:
    - Washtenaw to 130 ft. e. to 375 ft. e. (n. side) *Ref* 6256 *Passed* 6404
    - Washtenaw to 150 e. to 260 ft. e. (s. side) *Ref* 6256 *Passed* 6404
- Eighty-third Pl.:
  - Parking prohibited (all times): Scottsdale to 250 ft. w. (n. side) *Ref* 7975
  - Parking restricted (specified hours):
    - Escanaba to Exchange (both sides) *Ref* 7976
    - 3000 E. to 150 ft. n. *Ref.* 7976
  - Property-sale advertisement: 3711 W. *Passed* 5416
  - Sidewalks—Washtenaw to 80 ft. e. (s. side) *Ref* 6256 *Passed* 6404
- Eighty-third St.:
  - Arterial hwy. system inclusion: Burley to Green Bay *Ref* 5871 *Rejected* 6031
  - Channelization at Damen (Project No. 547) allocation of MFT funds *Passed* 5762 State approval *Noted* 5967
  - Parking prohibited (specified hours): Homan (50 ft. e.—n. side) *Ref* 6415 *Rejected* 7973
  - Paving—Kildare to Kolin *Ref* 5322 *Passed* 5445
  - Water-supply pipes: Cicero to Keating *Passed* 8127
- Eisenberg, Roland: Vacation of alley Draft Ordnce. *Noted* 6461-62
- Eisenhower (Dwight D.) Expressway (*See* Superhighways)
- Election Code:
  - Accreditation of news media representatives, etc.: Gen. Assem. urged not to enact [S.B. 54] *Def* 5241 *See* 5349-50
  - Accreditation of news media representatives to observe casting of votes, etc.: Gen. Assem. urged not to enact H.B. 57] *Def* 5241 *See* 5349-50
  - Aldermanic election: provides for partisan elections (Referendum—S.B. 1085) Gen. Assem. urged not to enact *Def* 5522 *Noted* 5614
  - Aldermanic race—run-off election required if total vote of winner is less than 40% of registered voters, etc.: Gen. Assem. urged not to enact [H.B. 2277] *Def* 5521-22 *Noted* 5613-14
  - Chauffer's or operator's license revocation due to language or physical liability, etc.: Gen. Assem. urged not to enact [H.B. 26] *Def* 5241 *See* 5350
  - Congress memorialized to lower voting age to 18 *Ref* 8308
  - Disfranchisement of persons convicted of penitentiary offense, etc.: Gen. Assem. urged to enact [H.B. 2011 and 2012] *Def* 5595 *See* 5716 *Adopted* 5717
  - Drivers' license revocation because of inability to read English, etc.: Gen. Assem. urged not to enact [S.B. 63] *Def* 5241 *See* 5349 *Journal correction* 5356
  - Electors permitted to vote in primary elections without disclosing party affiliations: Gen. Assem. urged not to enact [H.B. 908] *Def* 5241 *See* 5349-50
  - Electors permitted to vote regardless of prior party affiliation [H.B. 1430] Gen. Assem. urged not to enact *Def* 5436 *Noted* 5557
  - Elimination of assistance to voters who cannot read English: Gen. Assem. urged not to enact [H.B. 534] *Def* 5241 *See* 5349-50
  - Elimination of primary for Chicago elections etc.: Gen. Assem. urged not to enact [H.B. 892] *Def* 5241 *See* 5349-50
  - Increase in compensation of election judges: Gen. Assem. urged to enact [H.B. 242] *Def* 5242
  - Meetings of Public agencies: Committees and conventions of political parties included within the Act; Gen. Assem. urged not to enact [H.B. 909] *Def* 5241 *See* 5349-50
  - Mobile registration: Permission to use registration units in Cook County *Ref* 7980
- Election Code:
  - Model Cities: New Regulations Governing Model Area Council Elections *Ref* 6339, 6443, 6550 *Def* 7357-62, 7362-66 *Passed* 7399-7412 *Amended* 7753-54 *Journal correction* 7783, 7791
  - Non-partisan election of mayor, elimination of election of city clerk, etc.: Gen. Assem. urged not to enact [H.B. 891] *Def* 5241 *See* 5349-50
  - Personnel code applicable to employes of County Election Comn.: Gen. Assem. urged not to enact [S.B. 2] *Def* 5241 *See* 5349 *Journal correction* 5355-56
  - Physically incapacitated elector permitted to receive absentee ballot upon affidavit of physician, etc.: Gen. Assem. urged to enact [S.B. 229] *Def* 5242 *See* 5349
  - Primary candidate requirements, etc.: Gen Assem. urged not to enact [H.B. 780] *Def* 5243
  - Primary date: change to second Tuesday in April Gen. Assem. urged not to enact [S.B. 770] *Def* 5436 *Noted* 5557
  - Primary date changed to second Tuesday in April, etc.: Gen. Assem. urged not to enact [H.B. 105] *Def* 5242
  - Provision of voting machines or electronic voting systems, etc.: Gen. Assem. urged to enact [S.B. 242] *Def* 5242
  - Registration and elections in certain counties: Gen. Assem. urged not to enact [S.B. 1] *Def* 5241 *See* 5349 *Journal correction* 5355-56
  - Reimbursement to counties and cities for special elections for Gen. Assem. members in 1969 [H.B. 474] *Def* 5242
  - Signature requirements for petitions for new parties and independent candidates etc.: Gen. Assem. urged not to enact [H.B. 910] *Def* 5241 *See* 5349-50
  - Signature requirements reduced for petitions for ward and township committeemen [H.B. 1397] Gen Assem. urged not to enact *Def* 5436 *Noted* 5557
  - Social security number, etc. required on registration cards: Gen. Assem. urged not to enact [S.B. 70] *Def* 5241 *See* 5349
  - Tax-levy for acquisition of voting machines, etc.: Gen. Assem. urged to enact [S.B. 244] *Def* 5242
  - Township Act: Filing of nomination papers with County Election Comn. etc.: Gen. Assem. urged not to enact [S.B. 3] *Def* 5241 *See* 5349 *Journal correction* 5355-56
  - Voting strength of committeemen dependent on vote of candidate for Governor at last general election, etc. [H.B. 1406] Gen. Assem. urged not to enact *Def* 5436 *Noted* 5557
- **Election Commissioners, Board of:**
  - Appropriation for 1970 *See* 21, 141-147 (Note 6638)
  - Elections:
    - Aldermanic (supplementary): 44th Ward *Noted* 5317
    - Aldermanic (results of canvass in 44th Ward) *Noted* 5317
- Electric Service Account: Operation authorization for 1970 *See* 307-309 (Note 6638)
- Electric Street Lighting System Bonds:
  - Sale of bonds ($1,000,000) *Passed* 5186
  - Sale of bonds ($5,500,000) *Amended* 7246-52
- Electrical Code: Comprehensive amendment to keep abreast of improvements, etc. *Ref* 5963 *Passed* 8154-8249
- Electrical Commission: Establishment *Passed* 8248
- Electrical Construction Capital Account: Appropriation for 1970 *See* 300-306 (Note 6638)
- Electricity, Bureau of [*listed under* Streets and Sanitation, Dept. of]
- Elizabeth St.:
  - Building demolition 6839 S. *Passed* 3309-10
  - Parking prohibited (specified hours):
    - 115th to alley south *Ref* 5451
    - 115th (60 ft. s. to 45 ft. s.—e. side) *Passed* 5692
  - Spec.-assess. forceclosure: 8629 S. *Passed* 8118-19
  - Street closing: Chicago to Erie (s. line of school) [Girl Scouts of Chicago] *Passed* 5947

- Ellis Av.:
  - Building demolition 6659 S. *Passed* 7981
  - Conduits at University (n. of 58th) [University of Chicago *Ref* 7980 *Passed* 8274
  - Playground establishment at Oakenwald, 42nd Pl. and 43rd *Ref* 7802 *Adopted* 7925
  - Tunnel connecting tunnel s. of 57th acceptance and bond *Noted* 5180
  - Water-supply pipes: 60th to 63rd *Passed* 6390
- Elm Die Cutting Corp.: Zoning-reclassification request [7-G] *Ref* 5968-69 *Def* 6305, *Rejected* 6438
- Elm St.:
  - Occupancy of space 21 W. [Near North Management Co.] *Ref* 7786 *Rejected* 7958
  - Parking prohibited (all times):
    - State (130 ft. e.) Eliminating Ordnce. *Ref* 6032
    - State (165 ft. e. to 60 ft. e.—n. side) *Ref* 6032
- Elmhurst National Bank: Spec.-asses. settlement: *Passed* 7914, 7918-19
- Elrod, Richard J.: Appreciation extended *Adopted* 6252-53
- Elston Av.:
  - Occupancy of space at 2015-21 N. (rear) [Horween Leather Co.] *Ref* 5290 *Passed* 5441
  - Parking prohibited (all times): 4391 N. to Montrose Eliminating Ordnce. *Ref* 6334-35 *Rejected* 7973
  - Parking prohibited (specified hours): Pulaski Rd. (200 ft. s.e.), Montrose (200 ft. n.w.—e. side) *Ref* 5604 Eliminating Ordnce. *Ref* 7800
  - Parking restricted (specified hours):
    - Austin (135 ft. s.e. to 50 ft. s.e.—e. side) *Passed* 7967
    - Pulaski (200 ft. s.e. to 200 ft. n.w. Montrose—s. side) *Passed* 6025
    - Webster (20 ft. s. to 95 ft. s.—w. side) Eliminating Ordnce. *Passed* 7968
    - 5961 N. *Ref* 6335
  - Switch track n.w. of Leavitt [Herman H. Hettler Lumber Co.] *Ref* 5609 *Passed* 5667 acceptance and bond *Noted* 6188
- Emerald Av.:
  - Building demolitions:
    - 5634 S. *Passed* 8309-10
    - 5705 S. *Passed* 8309-10
    - 8942 S. *Passed* 6235
  - Parking prohibited (all times):
    - 120th (180 ft. s. to 225 ft. s.—west side) *Passed* 5447
    - 121st to 122nd (both sides) *Ref* 6108
    - 121st W. (IC RR. R/W) to 396 ft. n. (east side) *Rejected* 5281
    - 7626 S. (at driveway) *Ref* 6334 *Rejected* 7972
  - Parking prohibited (specified hours): 121st to 122nd (both sides) *Passed* 7966
  - Switch track s. of Pershing [Mike Chiapetti Building Co., Inc.] acceptance and bond *Noted* 5728
- Eminent domain: Right to institute quick-take proceedings by City: Gen. Assem. urged to enact [H.B. 1815] *Def* 5594 *Noted* 5716
- Emmanuel Community Church Day Nursery: License-fee exemption *Ref* 5293 *Passed* 5409
- English, William J. and Hazel: Spec.-assess. settlement: *Passed* 7919
- **Engineering, Bureau of:**
  - Appropriation for 1970 *See* 27, 36, 38, 41, 58, 60, 318-320, 432-435, 441, 479, 552-554 (Note: 6638)
  - Equipment [*listed under various City agencies*]
  - Water Distribution [*listed under* Water, Bureau of]
- Engineering Revolving Fund: Appropriation for 1970 *See* 321-327 (Note: 6638)
- Englewood Businessmen's Association: Sidewalk-sale permits *Passed* 5789
- Englewood Hospital Association: License-fee exemption *Ref* 5708, 6556 *Passed* 5745, 6584
- Environmental Control, Committee on:
  - Appropriation for *See* 18, 25, 81 (Note: 6638)
  - Membership assignments *Def* 6593 *Adopted* 7235
- **Environmental Control, Department of:**
  - Appointment of Commissioner *Ref* 7752 *Approved* 7799
  - Appropriation *See* 260-265 (Note 6638)
  - Creation of new department *Ref* 6444 *Def* 6523-46 *Passed* 6602-25
  - Request to furnish regular readings on air pollution, etc. *Ref* 7369
- Epstein (A.) and Sons, Inc.: Switch track [assignment from Continental Paper Grading Co.] acceptance and bond *Noted* 5179-80
- Equipment Service Account: Appropriation for 1970 *See* 279-282 (Note: 6638)
- Equipment Service, Bureau of: Appropriation for 1970 *See* 279-282 (Note: 6638)
- Erie Neighborhood House: License-fee exemption *Ref* 5293, 5708, 8316 *Passed* 5217, 5744-45
- Erie St.: Building demolition 1450 W. *Passed* 7785
- Escanaba Av.: Sidewalks—132nd to 50 ft. s. of Brainard (w. side) *Ref* 5184 *Passed* 5679
- Esposito, Anthony Sr.: Death memorial *Adopted* 5809-10
- Esposito, Carmella: Spec.-assess. settlement: *Passed* 6073
- Essex Av.: Paving—93rd to 94th *Passed* 6107
- Essex Community Church: Water-rates exemption *Ref* 5708
- Essex Community Church and Parsonage: Water-rate exemption *Passed* 5745
- Euclid Av.:
  - Property acquisition at 82nd (s.e. cor.) for playlot *Ref* 6111 *Passed* 6290
  - Spec.-assess. foreclosures: 8801 S. *Passed* 6070
- Eugenie St.: Street closing; Cleveland to St. Michaels Ct. [Dept. of Urban Renewal and Redemptorist Fathers] Draft Ordnce. *Noted* 5344 *Passed* 8278-80
- Evangelical Hospital: License-fee exemption *Ref* 7234 *Passed* 7297
- *Evans* vs. *Daley*: Corp. Cnsl. comc. on Appellate Court decision *Filed* 7994
- Evanston Trust & Savings Bank:
  - Lease to city *Passed* 7765
  - Vacation of alley *Passed* 5266
  - Zoning-reclassification request [11-H] *Ref* 6448 Def 7221 *Rejected* 7373
- Everett Av.; Parking prohibited (all times): 5540 S. *Eliminated* 5276-77
- Evergreen Av.:
  - Lease at 619 W. for Dept. of Human Resources [St. Marcellus Mission of St. Dominic Parish] *Passed* 7298
  - Lease at 619 W. for Joint Youth Development Com. [St. Marcellus Mission of St. Dominic Parish] *Passed* 5202
  - Street vacation: Ogden to Vine (w. of), Clybourn [Public Bldg. Comn. et al.] Draft Ordnce. *Noted* 6042, 7786
- Everlock Chicago, Inc.: Spec.-assess. settlement *Passed* 6373
- Ewing Av.:
  - Parking prohibited (all times): 9857-59 S. *Eliminated* 5276-77
  - Paving—114th to 33 ft. n. of e. 115th *Ref* 6449 *Passed* 7229
  - Sewer construction bet. 116th and 117th *Ref* 7998-8001
  - Sidewalk-sale permit bet. 105th & 106th [East Side Businessmen] *Passed* 5701
  - Spec.-assess. foreclosures: 9547-49-55 to 69 S., etc. *Passed* 5410
  - Water-supply pipes: 116th *Passed* 5769-70
- Examiners, Board of: Appropriation for 1970 *See* 25, 266-267 (Note: 6638)
- Exchange National Bank (Tr.):
  - Alley vacations:
    - Bowen, Cottage Grove, Drexel, 42nd Draft Ordnce. *Noted* 6554
    - Chicago, Fairbanks Ct., Michigan, Superior Draft Ordnce. *Noted* 6342
    - Elm, Hill, LaSalle, Wells Draft Ordnce. *Noted* 6556

- Exchange National Bank (Tr.):
  - Depositary of City/school funds *Passed* 7294
  - Spec.-assess. settlement: *Passed* 8116
  - Street vacations:
    - Archer, Claremont, GM&O RR. R/W Draft Ordnce. *Noted* 6417
    - Chestnut St.: State and s. terminus of Chestnut *Passed* 5861-62
    - Frontier: Irving Park Rd. to s. terminus *Passed* 5265 Repealing Ordnce. *Ref* 5701 *Re-ref* 6308
- *Exchange National Bank, et al.* vs. *City*: Corp. Cnsl. comc. on Circuit Court decision *Filed* 5623
- Executive House: Platform (concrete) with risers acceptance and bond *Noted* 5180
- Exhibition Contractors Co., Inc.: Lease at Navy Pier *Def* 5424-25 *Passed* 5546-47
- Explosives: Dealers to keep detailed records, etc.; Gen. Assem. urged to enact [H.B. 1805] *Def* 5594 *Noted* 5716
- Expressways (*See* Superhighways)
- Fair Housing Act:
  - Appropriation to Attorney Gen. to enforce Act [H.B. 411] Gen. Assem. urged to enact *Def* 5436 *Noted* 5557
  - Discrimination prohibited in sale, leasing, renting, etc. of real property [H.B. 410] Gen. Assem. urged to enact *Def* 5436 *Noted* 5557
  - Gen. Assem. urged to enact [S.B. 957] *Def* 5521 *Noted* 5613
- Fair Housing Ordinance: Adherence to Fair Housing Ordinance by all persons offering housing accommodations, etc. *Ref* 7980
- Fairbanks Court—Columbus Dr. Bridge: Studies, designs, plans, etc. over Main Branch of Chicago River (allocation of MFT funds) *Passed* 6078 State approval *Noted* 6254
- Fairfield Av.: Street closing; Schubert to dead end [Lorenz Brentano Elementary School] *Ref* 8314
- Fairview Av.:
  - Property annexation at Higgins (legally described 38th Ward) [William J. and Izora M. Moreland] *Ref* 6419 *Passed* 7257 (*See* 6361)
  - Street vacation: Seminole southerly and easterly of intersection [Cook County] Draft Ordnce. *Noted* 6462
- Falls, (M.D.) Arthur G.: Reappointment (Rehabilitation of Persons, Comn. for) *Ref* 6186 *Approved* 6310
- Family planning:
  - County Public Aid Department memorialized to instruct case workers to inform ADC mothers of planning services, etc. *Ref* 6045 *Rejected* 6219
  - Study to further the spread of remedial information, etc. *Ref* 6111 *Adopted* 6219
- Farragut High School: Site designation for school-park facility *Ref* 6251
- Farragut St.: Art-fair permit bet. Clark and alley e. [Andersonville Chamber of Commerce] *Passed* 5949
- Feder, Jerome S.: Zoning-reclassification request [7-G] *Ref* 6054 *Def* 6399 *Rejected* 6468
- Federal agencies [*listed under* United States Government]
- Federal Government [*See* United States Government]
- Federal and State Legislation, Committee on:
  - (*See also* Judiciary, Committee on)
  - Appropriation for 1970 *See* 17, 80 (Note 6638)
  - Membership assignments *Def* 5239, 6591-93 *Adopted* 5347, 7235
- Feldman, David H.: Spec.-assess. settlement: *Passed* 5397-98
- Feldman, Ronald S.: Spec.-assess. settlement: *Passed* 5405
- Fellowship Bible Nursery and Kindergarten: License-fee exemption *Ref* 5545 *Passed* 5578
- Fences and walls: Increase in height *Ref* 5340
- Ferdinand St.:
  - Bridge of passageway e. of Leavitt [Merit Co.] acceptance and bond *Noted* 5180
  - Water supply pipes:
    - Laramie to Leamington *Passed* 5850
    - Leamington to Leclaire *Passed* 5850
- Ferguson & Lange Foundries, Inc.: Switch track acceptance and bond *Noted* 5320
- Fern Ct.: Street opening: Menomonee to Willow [Dept. of Urban Renewal] Draft Ordnce. *Noted* 7233
- Field Enterprises, Inc.: Zoning-reclassification request [2-G] *Ref* 5968 *Def* 6398
- Fifielski, (Ald.) Edwin P.:
  - Absence from Council meeting *Noted* 6249
  - Cultural and Economic Development, Committee on: Chairman *Def* 6593 *Adopted* 7235
  - Environmental Control, Com. on: Membership *Def* 6593 Adopted 7235
- Fifteenth Pl.:
  - Parking prohibited (all times):
    - Washtenaw to No. 2750 S. (n. side) *Ref* 6334
    - 2750 S. at driveways (s. side) *Ref* 6334
- Fifteenth St.:
  - Building demolitions:
    - 1734 W. *Passed* 5288-89
    - 4128 W. *Passed* 6341
  - Conduits e. of Rockwell [Joseph T. Ryerson & Son, Inc.] *Passed* 5247 acceptance and bond *Noted* 5620
- Fifth Av.:
  - Building demolitions:
    - Kedzie n.e. cor. (garage) *Passed* 6341
    - Kedzie s.e. cor. (garage) *Passed* 6418
    - 2955 W. *Passed* 6236
    - 2957 W. *Passed* 6236
  - Parking prohibited (specified hours): Spaulding (162 ft. e. to 95 ft. e. - s. side) *Eliminated* 5276-77
  - Street vacation: Millard to w. terminus, e. of Lawndale [C.H.A.] *Passed* 5259-60
- Fifth City Community Corporation: License fee exemption *Ref* 7805 *Passed* 7913
- Fiftieth Pl.: Building demolition 2104 W. (shed in rear) *Passed* 5607-08
- Fiftieth St.:
  - Parking prohibited (specified hours):
    - Karlov to Pulaski Rd. (both sides) *Ref* 6335
    - Karlov to Pulaski Rd. (first alley w. - n. side) *Passed* 7966
    - Karlov to Pulaski Rd. (s. side) *Passed* 7966
  - Parking restricted (specified hours) Pulaski (20 ft. w. to 100 ft. w. - n. side) Amendatory Ordnce. *Passed* 5448
- Fifty-eight Forty-eight W. Higgins Avenue Bldg. Corp.: Vacation of alley *Passed* 5261-62
- Fifty-eighth St.:
  - Building demolitions:
    - 347 E. *Passed* 6113-14
    - 349 E. *Passed* 6113-14
  - Parking prohibited (specified hours): University (20 ft. e. to 65 ft. e. - s. side) *Passed* 6329
- Fifty-fifth St.:
  - Parking prohibited (all times):
    - Lockwood (110 ft. w.-n. cide) *Ref* 6334 *Passed* 7965
    - Pulaski Rd. to Springfield (s. side) *Ref* 5696 *Rejected* 6030
    - University (120 ft. e. to 50 ft. e. - south side) *Passed* 5447
  - Parking prohibited (specified hours):
    - Harper (185 ft. w. to 45 ft. w. - n. side) *Passed* 5692
    - 1510 E. (45 ft.) *Ref* 5339
- Fifty-first Pl.: Parking prohibited (specified hours): Morgan to first alley e. (both sides) *Ref* 7231
- Fifty-first St.:
  - Building demolitions:
    - 2641 W. *Passed* 6037-38
    - 2901 W. *Passed* 6037-38
    - 2909 W. *Passed* 6037-38
  - Channelization from Western to Western Boul.: (Project No. 547) allocation of MFT funds *Passed* 5762 State approval *Noted* 5967

- Fifty-first St.:
  - Lowe to Shields: Underpass improvements (1968) Project No. 580) allocation of MFT funds increased *Passed* 5766 State approval *Noted* 5967
  - Parking prohibited (all times): Central to Meade (s. side) *Passed* 5276
  - Parking prohibited (specified hours):
    - Mason to Meade (s. side) *Eliminated* 5276-77
    - St. Lawrence to Wentworth (both sides) *Ref* 5535
    - St. Lawrence to Wentworth (n. side) *Rejected* 6031
  - Paving—Long to Central *Ref* 6562-72 *Passed* 8294
  - Property acquisition for fire station at 2215-35 W. *Passed* 5219
- Fifty-fourth St.:
  - Parking prohibited (all times): Drexel to Ingleside (n. side) Eliminating Ordnce. *Ref* 5451 *Rejected* 5695
  - Parking prohibited (specified hours): Bishop to Loomis Boul. (both sides) *Ref* 7800
  - Paving—Laramie to Lockwood *Ref* 5625 *Passed* 5868
  - Sidewalks—Long to Central (n. side) *Passed* 5270
- Fifty-ninth St.:
  - Building demolitions:
    - 1108 W. *Passed* 6233-34
    - 1110 W. *Passed* 6233-34
    - 1507 W. *Passed* 6599, 8309-10
    - 1543 W. *Passed* 8309-10
  - Parking prohibited (all times):
    - Ellis to Maryland (south side) Eliminating Ordnce. *Passed* 5447
    - Ellis (225 ft. w. to 155 ft. w. - s. side) *Passed* 5599
    - Ellis (520 ft. w. to 185 ft. w. - s. side) *Passed* 5599
  - Parking prohibited (specified hours):
    - Ellis (30 ft. w. to 195 ft. w. - s. side) *Passed* 5600
    - Ellis (380 ft. w. to 140 ft. w. - s. side) *Passed* 5600
    - Ellis (705 ft. w. to 210 ft. w. - s. side) *Passed* 5600
- Fifty-second St.: Paving—Long to Central *Ref* 6562-72 *Passed* 8294
- Fifty-seventh Dr.: Lease to City bet. Cottage Grove and Payne Dr. (Washington Park Administration Bldg.) [Chicago Park Dist.] *Passed* 5202-10
- Fifty-seventh St.:
  - Building demolotion 810 W. *Passed* 6112
  - Execution of lease at St. Louis [Grand Trunk Western RR. Co.] *Passed* 8101
  - Parking prohibited (all times):
    - Ellis (385 ft. e. to 45 ft. e. - n. side) *Passed* 7965
    - Ellis (415 ft. 3 in. e. to 460 ft. 9 in. e. - n. side) *Ref* 6458
  - Sidewalk-art fair permit at Kimbark to Kenwood [57th St. Art Fair Assn.] *Passed* 5341
- Fifty-seventh St. Art Fair Assn.: Sidewalk-art fair permits *Passed* 5341
- Fifty-sixth St.:
  - Building demolitions:
    - 815 W. *Passed* 6038
    - 817 W. *Passed* 6038
    - 819 W. *Passed* 6038
    - 821 W. *Passed* 6038
    - 823 W. *Passed* 6038
    - 825 W. *Passed* 6038
  - Parking prohibited (all times): Kedzie (alley w. - s. side) *Ref* 6032 *Passed* 6328
  - Sidewalk-art fair permits:
    - Kenwood to Kimbark [57th St. Art Fair Assn.] *Passed* 5341
    - Kimbark to 57th [57th St. Art Fair Assn.] *Passed* 5341
- Fifty-third St.:
  - Water-supply pipes:
    - Kildare to Kolin *Passed* 5769
    - Kildare to 83 ft. s. *Passed* 5769
- Fifty-third St. Merchants' Assn. (Harper Ct. Foundation): Street-sale permit *Passed* 5538
- Fifty-third Woodlawn-Kimbark Shopping Center, Inc.: Water furnished from specified premises *Ref* 7783
- **Finance, Committee on:**
  - Appropriation for 1970 *See* 16, 77-78 (Note 6638)
  - Membership assignment *Def* 5239 *Adopted* 5347
  - Transfer of funds (1969) *Passed* 6057
  - Use of Council Chamber for all meetings of committee *Ref* 5456
- **Finance, Department of:**
  - City Comptroller [*separate heading*]
  - Appropriation for 1970 *See* 32-33, 37, 41, 43, 45, 54-57, 99-107, 363-366, 439-440, 447-448, 481, 489, 519, 533, 541, 548 (Note 6638
  - Transfer of funds (1969) *Passed* 6057, 6193
- Finkel, Norman: Zoning-reclassification request [18-B] *Ref* 5321 *Def* 5591-92 *Passed* 5713
- Finley, Morgan M.: Spec.-assess. settlement: *Passed* 5405, 6373
- **Fire Department:**
  - Appropriation for 1970 *See* 24, 224-233 (Note 6638)
  - Employees: Firemen allowed to reside outside the corporate limits of municipality [H.B. 1487] Gen. Assem. urged not to enact *Def* 5436 *Noted* 5557
  - Fire Stations (property acquisitions):
    - California (6238-48 N.) *Passed* 5218-19
    - Catherine and Pueblo (s.e. cor) *Passed* 5220
    - Cortland and Damen (n.e. cor.) *Passed* 5219
    - Harlem (3924-28 N.) *Passed* 5219-20, 8111
    - Parcels No. E-1 and No. E-2 (legally described) *Passed* 7387
    - Sites for seven fire stations (legally described) application of U.S. grant *Passed* 7870-71
    - 51st (2215-35 W.) *Passed* 5219
  - Resolution concerning Cadet Program *Ref* 6231
  - Transfer of funds (1969) *Passed* 6264
  - Transfer of property at 1459 W. Harrison to Dept. of Urban Renewal *Passed* 5837-39
- Firemen's A&B Fund:
  - Appropriation for 1970 *See* 53, 528 (Note 6638)
  - Certification of City's contributions for 1970 *Ref* 6190
  - Estimates for 1970 revenue *See* 9 (Note 6638)
- Firemen's Insurance Co. of Newark, New Jersey and Continental Ins. Co.: Vacation of street Draft Ordnce. *Noted* 5453
- Firman House: License-fee exemption *Ref* 5346, 7985, *Passed* 5409, 8115
- First American Realty Co.:
  - Petition for annexation of certain lands *Ref* 5811 *Passed* 5987-88
  - Zoning-reclassification request [8-K] *Ref* 7756 *Def* 8262
  - Zoning-reclassification requests (2) *Ref* 5811 *Passed* 5987-88
- First Boston Corporation:
  - Loan notes (temporary) low-bid acceptance (Ill. R-6) (LG) *Passed* 6265-66
  - Project notes (No. R-9 (ratified) *Passed* 8083
- First Church of the Deliverance: Building permits (free) *Ref* 5949 *Passed* 5998
- First Church of the Nazarene: License-fee exemption *Ref* 6344 *Passed* 6383
- First Church of the Nazarene Day Care Center: License-fee exemption *Ref* 8316
- First Commercial Bank: Depository for Model City Program Fund *Passed* 6193
- First Federal Savings & Loan Assn.: Vault *Ref* 6230, 7979 *Passed* 6313-14
- First Finance Investment Company: Lease to City *Passed* 6580
- First Independent Church-School-Mission Twinkle Little Star Center: License-fee exemption *Ref* 5346 *Def* 5409
- First Mount Calvary Baptist Church: License-fee exemption *Ref* 5612 *Passed* 5643

- First National Bank:
  - City Bonds (various) purchase bid *Passed* 5185-87
  - Depositary of City/school funds *Passed* 7902
  - Depository for Model City Program Fund *Passed* 6193
- First National City Bank:
  - Loan notes (temporary) low-bid acceptance (Ill. R-6) (LG) *Passed* 6265-66
  - Loan notes (temporary) low-bid acceptance (Ill. R-37) (LG) *Passed* 5989
  - Project notes No. R-9 (ratified) *Passed* 8083
- First Presbyterian Church Day Care Center: License-fee exemption *Ref* 5293 *Passed* 5409
- First Universalist Society of Chicago: Water-rates exemption *Ref* 5293
- Fischer, Maurice R.: Reappointment (Rehabilitation of Persons, Comn. for) *Ref* 6186 *Approved* 6310
- Fishbein, (M.D.) Morris: Congratulations extended on 80th birthday *Adopted* 5870-71
- Fisher (J.F.) & Co.: Lease at Navy Pier *Def* 5425-26 *Passed* 5547-48
- Fiske, Barbara:
  - Appointment (Human Relations, Mayor's Commission on) *Ref* 7246 *Approved* 7380
  - Oath of Office *Noted* 7853
- Fitzmaurice, George R.: Spec.-assess. settlement: *Passed* 8116 (2)
- Fitzpatrick, Peter: Oath of office *Noted* 5564
- Fitzpatrick, (Ald.) Thomas F.:
  - Absence from Council meeting *Noted* 7751, 7847, 7989
  - Environmental Control, Com. on: membership *Def* 6593 *Adopted* 7235
  - Planning and Housing, Com. on: Chairman *Def* 5239 *Adopted* 5347
- Five Fifty-six Madison Corp.: Lease to City for Chicago's Alcoholic Treatment Center *Passed* 5745
- Five Holy Martyrs Church: Building permits (free) *Ref* 5949 *Passed* 5995-98
- Flammable liquids:
  - Capacity limits for storage tanks within Calumet Harbor area *Passed* 5586-91
  - Transportation on specified public ways *Ref* 7233 *Passed* 7962
- Fletcher St.: Name designated: *Service Dr.* bet Rockwell and Washtenaw (n. side) *Ref* 5698 *Rejected* 6031
- Flight Safety, Inc.: Sublease at Chicago-Midway Airport for operations of office rooms [American Airlines, Inc.] *Passed* 7892-96
- Flournoy St.:
  - Building demolitions:
    - 2511 W. *Passed* 6039
    - 2513 W. *Passed* 6039 *Journal correction* 8312
    - 2518 W. *Passed* 6039
    - 2520 W. *Passed* 6039
    - 3901-03 W. *Passed* 6040
  - Property acquisitions:
    - Kostner for MFT channelization *Def* 6299-6302 *Passed* 6422-25
    - 3600 W. for playlot purposes *Ref* 5608-09 *Adopted* 5644
  - Site designation at Harrison and Laramie for Middle School in Austin Community (Project BE-11) *Adopted* 7381
- Fogel, Marvin P. 5518 *Journal correction Noted* 5518
- Foli, John: Lease to City *Passed* 5390-91
- Food and food products:
  - Clear wrapping of prepackaged meats, etc. *Def* 5522 Amendatory Ordnce. *Passed* 5718
  - Dogs prohibited in food stores *Ref* 5562 *Passed* 6022-23
  - Food stores (retail) over the counter sales: smoking prohibited *Ref* 7984
- Foodmaker, Inc.: Zoning-reclassification request [18-G] *Ref* 5969 *Def* 6398 *Passed* 6468
- Foreclosure-proceedings-progress report [*listed under* Law, Department of]
- Forestry, Bureau of: Transfer of functions from Dept. of Public Works to Dept. of Streets and Sanitation *Ref* 6444 *Def* 6546-47 *Passed* 6625-26
- Forestry, Parkways and Beautification, Bureau of (*See* Streets and Sanitation, Department of):
- Forestry Purposes Fund:
  - Appropriation for 1970 *See* 43, 485-89 (Note 6638)
  - Estimates for 1970 revenue *See* 6 (Note 6638)
  - Schedule for estimate of net taxes (1970) *See* 12 (Note 6638)
  - Tax-anticipation warrants (1969) issuance and sale *Passed* 6115-16
  - Tax-anticipation warrants (1970) issuance and sale *Def* 7779 *Passed* 7835-36
- Forestry and Recreation, Committee on:
  - Appropriation for 1970 *See* 16, 80 (Note 6638)
  - Membership assignments *Def* 5239 *Adopted* 5347
- Forkosh (Sidney R.) Memorial Hospital: License-fee exemption *Ref* 6464 *Passed* 6500
- Fortenberry, Kaysee: Spec.-assess. settlement *Passed* 5747-48
- Forty-eighth Pl.: Paving—Western to Campbell *Ref* 6037 *Passed* 6105
- Forty-eighth St.:
  - Parking prohibited (all times): 1508 W. *Ref* 5283
  - Parking restricted (all times): 1508 W. *Rejected* 5695
  - Water-supply pipes: Kimbark to Lake Park *Passed* 6004
- Forty-fifth St.: Street opening bet. Ashland and 125 ft. e. [King Auto Wash, Inc.—Quickclaims deed] *Ref* 6233 *Passed* 6408
- Forty-first St.:
  - Debris bet. Lake Park and Oakenwald offered to Chicago Park Dist. for fill-in *Passed* 6553
  - Switch tracks at Union [Hammon-Columbia Refrigerated Warehouses, Inc.] *Ref* 6122 *Passed* 6220 acceptance and bond *Noted* 7794
- Forty-second Pl.: Water-supply pipes: Princeton to Stewart *Passed* 5924
- Forty-second St.: Water-supply pipes: Princeton to Stewart *Passed* 5924
- Forty-second Ward: Sidewalk-sale—art fair permit on specified streets [Gold Coast Art Fair Assn.] *Passed* 5543
- Forty-seventh St.:
  - Channelization from IC RR. to Lake Shore Dr. 1965-3 (Project No. 554) allocation of MFT funds *Passed* 5763-64 State approval *Noted* 5967
  - Channelization from Western to Western Boul. (Project No. 547) allocation of MFT funds *Passed* 5762 State approval *Noted* 5967
  - Leases:
    - 133 E. for Department of Human Resources [Draper & Kramer] *Passed* 8096
    - 542 E. for Model Cities Community Program (Police Dept.) [Sam and Ida Zeitlin] *Passed* 7904, 7907
    - 747 E. for Model Cities Program [Chicago Title & Trust Co. (Tr.)] *Passed* 6269
    - 1038-40-42 E. for Model Cities Community Program (Police Dept. 21st Dist.) [Chicago Title and Trust Co. (Tr.)] *Passed* 7904, 7910
  - Normal to Shields: Underpass improvements (1968) (Projet No. 580) allocation of MFT funds increased *Passed* 5766 State approval *Noted* 5967
  - Parking restricted (specified hours):
    - Richmond (110 ft. e. to 110 ft. e.—s. side) *Eliminated* 6027
    - St. Lawrence to Wentworth (both sides) *Ref* 5535 *Passed* 6025
- Forty-sixth St.:
  - Building demolition 1033 E. (abandoned coach home in rear) *Passed* 5606
  - Carnival or street-fair permit bet. Emerald & Halsted [Knights of Columbus (Madonna Council)] *Passed* 5701-02

- Forty-third St.:
  - Channelization bet. Ashland and Racine R/W: allocation MFT funds increased *Passed* 5764 State approval *Noted* 5967
  - Channelization w. of Western (Project No. 547) allocation of MFT funds *Passed* 5762 State approval *Noted* 5967
  - Parking prohibited (all times):
    - Archer to Kedzie (s. side) *Ref* 5534, 5785, 6108, *Passed* 6328, *Rejected* 5450, 5695, 7972
    - Western Boul. to 150 ft. e. (n. side) *Ref* 7389
    - Western to Wood (both sides) *Ref* 6226
  - Parking prohibited (specified hours):
    - Archer to Kedzie *Ref* 6458
    - Cottage Grove to Wentworth (both sides) *Ref* 5535
    - Cottage Grove to Wentworth (n. side) *Rejected* 6031
    - Western Boul. (150 ft. e. to viaduct e.—n. side) *Ref* 7390
    - 1125 E. *Ref* 5604
  - Parking restricted (specified hours): Lake Park (65 ft. e. to 35 ft. e.—s. side) *Passed* 6025
  - Parking of trucks prohibited (all times): Western to Wood (both sides) *Rejected* 7965
  - Speed limit: Drake to Kedzie *Ref* 6034
- Forward Realty Development Corp.: Property bid at Congress Pkwy. and Oakley Boul. *Passed* 7386-87
- Foster Av.;
  - Parking prohibited (all times): Milwaukee to C&NW Ry. R/W—w. (both sides) *Ref* 8304
  - Property acquisition at Kimball for MFT channelization *Def* 6299-6302 *Passed* 6422-25
- Foster Avenue Baptist Church: Building permits (free) *Ref* 7369 *Passed* 7383
- Fountains (drinking), public (*See* Drinking fountains, public)
- Fourteen Twenty-five Building Corp.: Lease to City *Passed* 5202
- Fourteenth Pl.: Building demolition 1634 W. *Passed* 5288-89
- Fourteenth St.:
  - Building demolitions:
    - 1702 W. *Passed* 5288-89
    - 1738 W. (lot) *Passed* 5288-89
  - Street vacation: Morgan to Blue Island [Dept. of Urban Renewal et al.] Draft Ordnce. *Noted* 6036
  - Switch track w. of Western [Midwest Folding Products Mfg. Corp.] *Ref* 5790, 7982 *Passed* 5936, 8872
- Fourth Presbyterian Church Day School: License-fee exemption *Ref* 5545 *Passed* 5578
- Fowler, (Rev.) Elmer L.: Invocation *Noted* 6559
- Fox River Rehabilitation Center and Extended Care Facility: License-fee exemption *Ref* 7788 *Passed* 7914
- Francis Pl.: Parking prohibited (all times): Bingham (alley e.) to Milwaukee (n. side) *Passed* 6328
- Francisco Av.: Street closing: Logan Boul. (n. service dr.) to alley n. [Episcopal Church of the Advent] *Passed* 5791-92
- Frank 63rd Street Building Corp. and National Boulevard Bank (Tr.): Vacation of alley *Ref* 5288 *Passed* 5442
- Franklin Boulevard Community Hospital:
  - License-fee exemption *Ref* 7788 *Passed* 7913-14
  - Vacation of alley Draft Ordnce. *Noted* 5790
- Franklin, John Hope:
  - Appointment (Chgo. Public Library, Bd. of Dirs.) *Approved* 5362
  - Oath of office *Noted* 5621
- Franklin Picture Frame Co.: Zoning-reclassification request [11-H] *Ref* 5182 *Def* 5592 *Rejected* 5715
- Franklin St.: Vault at 100-116 S. [Harris Trust and Savings Bank] *Passed* 5667 acceptance and bond *Noted* 6188
- Franklin-Orleans St. Bridge: Rehabilitation and repair over N. Branch of Chicago River: allocation of MFT funds *Passed* 5498 State approval *Noted* 5620
- Fremont St.: Parking restricted (specified hours): Weed (20 ft. s. to 85 ft. s.—west side) *Passed* 5448
- Frenzel, Henry C.:
  - Parking site operation agreements:
    - Emmett (2630 N.) *Ref* 7217 *Def* 7349 *Passed* 7702-08
    - Kimball (2646 N.) *Ref* 7217 *Def* 7349 *Passed* 7714-19
    - Kimball (2816 N.) *Ref* 7217 *Def* 7348 *Passed* 7696-7702
    - Oakdale (3620 W.) *Ref* 7217 *Def* 7349 *Passed* 7719-25
    - Willets Ct. (2512 N.) *Ref* 7217 *Def* 7349 *Passed* 7708-14
- Frese, Ralph C.: Zoning-reclassification request [11-M] *Ref* 5469 *Def* 5663 *Rejected* 5805
- Fried, (Ald.) Raymond K.:
  - Absence from Council meeting *Noted* 5617, 6185, 6249, 6473, 6559
  - Death memorial *Adopted* 7844-45, 7792
  - Forestry and Recreation, Com. on: membership *Def* 5239 *Adopted* 5347
  - License, Com. on: membership *Def* 5239 *Adopted* 5347
  - Port of Chicago, Wharves and Bridges, Com. on: membership *Def* 5239 *Adopted* 5347-48
  - Utilities, Com. on: membership *Def* 5239 *Adopted* 5348
- Friedhem Baptist Home: License-fee exemption *Ref* 6556 *Passed* 6583
- Frontier Av.: Street vacation bet. Irving Park Rd. and s. terminus [American National Bank and Trust Co. (Tr.) and Exchange National Bank (Tr.)] *Passed* 5265 Repealing Ordnce. *Ref* 5701 (*See* 6308)
- Frost (Captain) Thomas: Appointment (Rehabilitation of Persons, Comn. for) *Ref* 6186 *Approved* 6310
- Frost, (Ald.) Wilson:
  - Aviation, Com. on: Vice-Chairman *Def* 5239 *Adopted* 5347
  - Environmental Control, Com. on: Membership *Def* 6593 *Adopted* 7235
  - Utilities, Com. on: Chairman *Def* 6593 *Adopted* 7235
- Fry St.:
  - Building demolition 1441 W. (front building—vacant) *Passed* 5289
  - Property bid at 1072 W. [Avnet, Inc. Corp.] *Ref* 6448 *Passed* 7295
  - Property-sale advertisement for 1072 W. *Def* 6016 *Passed* 6167
- Fullerton Av.:
  - Parking prohibited (all times):
    - Laramie (20 ft. w. to 70 ft. w.—n. side) *Passed* 7965
    - Laramie (100 ft. w.—n. side) *Ref* 6227
    - 900 W. (20 ft.) *Ref* 7800
    - 3912 W. *Eliminated* 6025
  - Parking restricted (specified hours): Kenton (140 ft. e. to 100 ft. e.—s. side) Eliminating Ordnce. *Passed* 7968
  - Pavement repairs bet. Grand and Western: MFT expenditure *Passed* 5508 State approval *Noted* 5729
- Fulton Market:
  - I-beam at 906 W. [National Beef & Provisions, Inc.] acceptance and bond *Noted* 5728
  - Loading platforms:
    - 647-49 W. [Chicago Cycle Supply Co.] *Ref* 5455 *Passed* 5522-23 acceptance and bond *Noted* 5810
    - 1105-07 W. [Marshall Ravich] *Ref* 5455 *Passed* 5524 acceptance and bond *Noted* 5966
- Fulton Market Provision Co.: I-beam [assignment to National Beef & Provisions] acceptance and bond *Noted* 5728
- Fulton St.:
  - Parking prohibited (all times): Western (125 ft. w. to 75 ft. w.—n. side) *Ref* 6414 *Passed* 7965
  - Parking prohibited (specified hours): Kilpatrick (430 ft. e. to 50 ft. e.—s. side) *Ref* 7976

- G and J Parking:
  - Parking site operation agreements:
    - Evans (6315 S.) *Ref* 7217 *Def* 7348 *Passed* 7673-79
    - Kedzie (1220 S.) *Ref* 7217 *Def* 7348 *Passed* 7690-96
    - Keeler (22 N.) *Ref* 7217 *Def* 7341 *Passed* 7494-99
    - Prairie (4616 S.) *Ref* 7217 *Def* 7345 *Passed* 7609-15
    - Vincennes (4735 S.) *Ref* 7217 *Def* 7345 *Passed* 7604-09
    - Washington Boul. (4050 W.) *Ref* 7217 *Def* 7341 *Passed* 7282-88, 7488-93
    - Woodlawn (6339 S.) *Ref* 7217 *Def* 7347 *Passed* 7667-73
    - 67th (1533 E.) *Ref* 7217 *Def* 7350 *Passed* 7737-42
    - 72nd (2006 E.) *Ref* 7217 *Def* 7350 *Passed* 7731-37
- Gabinski, (Ald.) Theris:
  - Environmental Control, Com. on: Vice-Chairman *Def* 6593 *Adopted* 7235
  - Health, Com. on: membership *Def* 5239 *Adopted* 5347
  - Judiciary, Com. on: membership *Def* 5239 *Adopted* 5347
  - PFCSS&MI, Com. on: membership *Def* 5239 *Adopted* 5347
  - Port of Chicago, Wharves and Bridges, Com. on: membership *Def* 5239 *Adopted* 5347-48
- Gabriel, Edward: Zoning-reclassification request [12-L] *Ref* 5565 *Def* 7220 *Passed* 7371
- Gagerman, Seymour: Lease to City *Def* 6588 *Passed* 7238
- Galecki, Edmund J.: Zoning-reclassification request (12-H] *Ref* 5621 *Def* 6018 *Passed* 6169
- Gannon, (Sister) Ann Ida, B.V.M.: Congratulations extended on election to Chairmanship of Assn. of American Colleges *Noted* 5345
- Ganz, (Dr.) Rudolph Day in Chicago: Designation *Ref* 7984 *Adopted* 8264
- Garage doors: Residents urged to keep garage doors closed, etc. *Ref* 5291
- Garages (public): Capacity and fees for Class I and Class II garages; Amendment *Ref* 7984
- Garbage and Refuse Disposal Bonds: Sale of bonds ($2,000,000) *Passed* 5186 *Amended* 7246-52
- Garbage and waste:
  - City's policy on private refuse dump operations, licensing, etc: report furnished to Aldermen *Ref* 6339
  - Penalty fees governing dumping of refuse, etc. *Ref* 6232
  - Regulations governing dumping of refuse, etc. on private property *Ref* 6231-32
- Garcy Corporation: Switch track *Ref* 8313
- Garden Apartments Nursery School and Kindergarten: License-fee exemption *Ref* 5545, 7985 *Passed* 5578, 8115
- Garden Homes Sanitary Dist.: Water supply contract with City and Village of Merrionette Pk. *Passed* 5226
- Garden Valley Jewish Community Center: License-fee exemption *Ref* 5457
- Garfield Boul.: Site designation at Lowe, 57th and C&WI RR. Ry. for 55th and Lowe Elementary School (Project BE-14) *Adopted* 7381-82
- Garfield Park Community Hospital: License-fee exemption *Ref* 5708, 7788 *Passed* 5745, 7913-14
- Garfield Ridge Trust and Savings Bank: Depository for Model City Program Fund *Passed* 6193
- Gassman's Ltd.: Oil tank *Ref* 7802-03 *Passed* 8271
- Geijer, Charles W. and Eleanor (Elio and Marie Pellegrini) Street vacation *Passed* 5527
- General Corporate Fund (*See* Corporate Purposes Fund)
- General Obligation Bond Funds:
  - Appropriation for 1970 *See* 46-50, 520-524 (Note 6638)
  - Estimates for 1970 revenue *See* 8 (Note 6638)
  - Sale of bonds *Amended* 7246-52
  - Sale of bonds ($28,000,000) *Passed* 5185-87
- General Stores Revolving Fund: Operation authorization for 1970 *See* 140 (Note 6638)
- Geneva Terrace: Carnival permit bet. Arlington Pl. and Fullerton Pkwy. [Park West Community Assn.] *Passed* 5544
- George St.: Parking prohibited (all times): 4032 W. *Eliminated* 5276-77
- Giacomini, John et al.: Vacation of streets Draft Ordnce. *Noted* 5341
- Giddings St.: Water-supply pipes; Central to Mulligan *Passed* 6508
- Gilhooly, John (Jr.): Death memorial *Adopted* 6446
- Gladys Av.: Street vacation bet. Throop and Loomis [Truck Drivers, Oil Drivers and Filling Station Employees Union, Local No. 705] Draft Ordnce. *Noted* 6461
- Glidden Co. and Anheuser-Bush, Inc.: Vacation of alley *Passed* 5261
- God's House of All Nations Pentecostal Church: Building permits (free) *Passed* 5216-17
- Gold Coast Art Fair Association: Sidewalk—art fair permit *Passed* 5543
- Golden Circle Validated Free Parking: Study for feasibility of establishing free parking *Rejected* 5281
- Good Shepherd Congregational Church: Building permits (free) *Ref* 6344 *Passed* 6381-82
- Governor of Illinois [*listed under* Illinois, State of]
- Grace St.:
  - Parking prohibited (all times): 810 W. (at driveways) *Ref* 6334 *Rejected* 7972
  - Paving—Osceola to Olcott *Ref* 5470 *Passed* 5681
- Grand Av.:
  - Art-fair permit bet. Neva and Harlem [Mont Clare-Elmwood Park Chamber of Commerce] *Passed* 6041
  - Channelization at Leclaire and Armitage 1965-3 (Project No. 497) allocation of MFT funds *Passed* 5761-62 State approval *Noted* 5967
  - Lease to City at 12 E. for Chgo. Committee on Urban Opportunity [Browne & Storch, Inc.] *Passed* 5569
  - Parking prohibited (all times):
    - Noble (100 ft. w.—n. side) *Passed* 6328
    - 1400 W. *Ref* 5941
  - Parking restricted (specified hours):
    - Christiana (20 ft. w. to 65 ft. w.—n. side) Eliminating Ordnce. *Passed* 7968
    - Mobile (75 ft. e. to 50 ft. e.—n. side) *Eliminated* 5278
  - Property acquisitions:
    - Laramie for MFT channelization *Def* 6299-6302 *Passed* 6422-25
    - Western for MFT channelization *Def* 6299-6302 *Passed* 6422-25
  - Property sale advertisement at 1750 W. *Passed* 5921-22
  - Sidewalk vault at Dearborn (n.e. cor.) [American Medical Assn.] *Ref* 5543 *Passed* 5665 acceptance and bond *Noted* 5966
  - Spec.-assess. foreclosures: 1657-59 W., etc. *Passed* 6070
  - Vault at Dearborn (s.e. cor.) [Worsham College of Mortuary Science] *Passed* 5249 acceptance and bond *Noted* 5729
  - Water-supply pipes: Jefferson *Passed* 8127
- Grand Av. Bridge: Rehabilitation and repair over No. Branch of Chicago River; allocation of MFT funds *Passed* 5498-99 *State* approval *Noted* 5620
- Grand Trunk Western RR. Co.: Execution of lease to City *Passed* 8101
- Grant Hospital of Chicago: License-fee exemption *Ref* 5293, 6584 *Passed* 5409, 6556
- Grants of privileges in public ways [*listed under locations or names of grantees*]
- Granville Av.:
  - Parking prohibited (all times): California to Kedzie (north side) *Ref* 5535 Amendatory Ordnce. *Rejected* 6031
  - Parking prohibited (specified hours): California to Kedzie (n. side) *Ref* 5535
- Greater Institutional A.M.E. Church Day Care Center: License-fee exemption *Passed* 5218, 5293 *Passed* 5409
- Greater St. John A.M.E. Church Day Care Center: License-fee exemption *Ref* 5457 *Passed* 5497

- Green Bay Av.:
  - Drainage system at 11044 S.: authorization and direction for investigation *Ref* 5287 *Passed* 5644-45
  - Name designation: *Service Dr.* bet. 83rd and 86th (e. side) *Ref* 5698
  - Sidewalks—134th to first alley s. (e. side) *Ref* 5184 *Passed* 5679
- Green, (Rev.) Eugene: Invocation *Noted* 7991
- Green, Simon: Spec.-assess. settlement *Passed* 7919
- Green, Simon B.: Spec-assess. settlement *Passed* 5748
- Green St.:
  - Building demolitions:
    - 5611-13 S. *Passed* 8309-10
    - 5617-19 S. *Passed* 8309-10
    - 5621-23 S. *Passed* 8309-10
  - Lease at 6400-10 S. Chgo. Committee on Urban Opportunity [Guaranty Bank & Trust Co. (Tr.)] *Passed* 5825
  - Paving—91st to 92nd *Ref* 5703 *Passed* 5864
  - Property acquisition at 56th (n.w. cor.) for playlot purposes *Ref* 5540 *Adopted* 5644
  - Vacation of streets:
    - Erie and Halsted [American National Bank and Trust Co. (Tr.) and La Salle National Bank (Tr.)] Draft Ordnce. *Noted* 5608
    - Erie, Halsted and Kennedy Expressway R/W (Erie St. Br.) [La Salle National Bank (Tr.)] Draft Ordnce. *Noted* 5608
  - Water-supply pipes:
    - 75th to 78th *Passed* 6293
    - 78th to 79th *Passed* 6293
- Greenview Av.: Parking prohibited (all times); 6954 N. (30 ft.) *Eliminated* 6025
- Greenwood Av.: Street vacation bet. 72nd and 73rd [Dept. of Urban Renewal] Draft Ordnce. *Noted* 7369
- Gregory St.: Water-supply pipes, Chester *Passed* 6211
- Grochowski (Bishop): Memorial resolution *Adopted* 5945
- Grove St.: Covered bridge or passageway connecting fifth and sixth floors at Cermak Rd. [Cuneo Press, Inc.] *Ref* 6337 *Passed* 6400
- Guaranty Bank & Trust Co. (Tr.):
  - Lease to City *Passed* 5825
  - Spec.-assess. settlement *Passed* 7919
- *Guaranty Bank & Trust Co. (Tr.) et al.* vs. *City*: Corp. Cnsl. comc. on Appellate Court decision *Filed* 5730
- Guardian Angel Nursery: License-fee exemption *Ref* 5457 *Passed* 5497
- Gullikson Rd.: Street vacation bet. 62nd Pl. and Sayre [American National Bank and Trust Co.] Draft Ordnce. *Noted* 6600
- Gunderson, Don R.: Zoning-reclassification request [9-L] *Ref* 5565 *Def* 5663 *Passed* 5801
- Gunderson, Don R.: Zoning-reclassification request [9-L] *Ref* 5321 *Def* 5592 *Rejected* 5715
- Gunnison St.:
  - Parking prohibited (all times): Broadway to Magnolia (n. side) Eliminating Ordnce. *Ref* 5696 *Passed* 6328
  - Parking prohibited (specified hours):
    - Leclaire (20 ft. e. to 75 ft. e.—s. side) *Passed* 6329
    - Leclaire (150 ft. e.-s. side) *Ref* 5535
- Gutmann and Company: Switch track *Ref* 6342-43 *Passed* 6401 acceptance and bond *Noted* 7217
- H. M. H. Publishing Co., Inc.: Vacation of alley Draft Ordnce. *Noted* 6042
- Haddon Av.:
  - Elevator shaft at 1521-25 W. [Polish Publishing Co.] Amendatory Ordnce. *Passed* 5541
  - Parking prohibited (specified hours): Kilbourn to Kostner (s. side) Eliminating Ordnce. *Ref* 6335
  - Parking restricted (specified hours):
    - Kilbourn to Kildare Eliminating Ordnce. *Ref* 5941 *Passed* 6026
    - Kilbourn to Kostner (both sides) *Ref* 5941 *Passed* 6026
- Haddon Av.:
  - Parking restricted (specified hours):
    - Kilbourn to Kostner (s. side) Eliminating Ordnce. *Passed* 7968
  - Street vacation: Leavitt to Oakley Boul. [St. Mary of Nazareth Hospital, Inc.] Draft Ordnce. *Noted* 7785
- Haft St.: Parking restricted (specified hours); Milwaukee to Nagle (n. side) *Ref* 8305
- Hale Av.:
  - Parking prohibited (specified hours):
    - Edmaire to 115th *Passed* 7967
    - 113th to 114th (w. side) *Ref* 6552
    - 114th to 115th Eliminating Ordnce. *Passed* 7967
- Hall (W.F.) Printing Co.:
  - Conduits *Ref* 5344 *Passed* 5523-24 acceptance and bond *Noted* 5810
  - Scale *Ref* 7983 *Passed* 8275
- Halpern, Fred L.; Property purchase from Dept. of Urban Renewal (No. 69-DUR-90) *Ref* 5963 *Passed* 6325
- Halsted-Kinzie-Wayman Streets Viaduct: Execution of contract bet. City and three railroads for apportionment of cost, etc. *Ref* 6251-52 *Passed* 6501-03
- Halsted Pkwy.: Driveway for vehicle bank depository at 63rd [Chicago City Bank & Trust Co.] *Passed* 5922-23
- Halsted St.:
  - Building demolitions:
    - 5602-08 S. *Passed* 8309-10
    - 5621-23 S. *Passed* 8309-10
    - 5705 S. *Passed* 8309-10
  - Conduits for flasher-light signals over CB&Q RR. tracks *Ref* 6555 *Passed* 8268-70
  - Leases:
    - 1935 S. for Chicago Committee on Urban Opportunity [Chgo. Home Missionary and Church Extension Society] *Passed* 5912
    - 2118 N. for Dept. of Human Resources [Helen Polcyn] *Passed* 5571
  - Parking prohibited (all times):
    - 2925 N. (30 ft.) *Ref* 8304
    - 3158 N. (driveway) *Rejected* 5281
  - Paving: 61st to 66th (Englewood Dr., Union Dr.) allocation of MFT funds increased (Project No. 561) *Passed* 5765 State approval *Noted* 5883-84
  - Sidewalk-sale permits:
    - 62nd to 67th [Englewood Businessmen's Assn.] *Passed* 5789
    - 77th to 80th [Auburn Park Chamber of Commerce] *Passed* 5873 *Amended* 6038
    - 103rd to 119th [Chgo. South Chamber of Commerce] *Passed* 5701
  - Spec.-assess. foreclosure: 10922 S. *Passed* 5410
- Halsted Street Viaduct: Construction of new viaduct bet. Kinzie and Wayman Ct.: allocation of MFT funds increased *Passed* 5756-57 State approval *Noted* 5966 *See* 6501-03
- Hamilton Industries, Inc.: Property bid at Indiana & E. 14th (n.w. cor.) *Ref* 7995-96
- Hamlin Av.:
  - Speed limits:
    - Addison to Belmont *Rejected* 5602
    - Grace to Irving Park Rd. *Ref* 5869
- Hammon-Columbia Refrigerated Warehouses, Inc.: Switch tracks *Ref* 6112 *Passed* 6122 acceptance and bond *Noted* 7794
- Hampton, Fred: investigation into slaying *Ref* 6554, 6555
- Hanchett Paper Co.: Switch track Repealing Ordnce. *Ref* 5885 *Passed* 6099-6100
- Hancock (John) Mutual Life Ins. Co.:
  - Vacation of alley *Passed* 5541-42
  - Vaults *Passed* 5858 acceptance and bond *Noted* 6054
- Hanover Development Corp.: Zoning-reclassification request [9-G] *Ref* 5621
- Hanson (C.H.) Co.: Loading device *Ref* 6238-39 *Passed* 6312 acceptance and bond *Noted* 7254

Harbors (*See* Docks, wharves, etc.)
Harding-Williams Corp.: Ventilating shaft acceptance and bond *Noted* 5467
Harlem Av.:
  Art-fair permit bet. Grand and Altgeld [Mont Clare-Elmwood Park Chamber of Commerce] *Passed* 6041
  Parking prohibited (all times):
    Altgeld to Medill (e. side) *Ref* 5282 *Passed* 6024-25
    Medill to Wrightwood (e. side) Eliminating Ordnce. *Ref* 5282 *Passed* 6024-25
  Parking prohibited (specified hours): Altgeld to Wrightwood (e. side) *Ref* 5283 *Passed* 5692 Amendatory Ordnce. *Ref* 5869 *Passed* 6026
  Property acquisition for fire station at 3924-28 N. *Passed* 5219-20, 8111
*Harmon, Bernadine* vs. *City*: Corp. Cnsl. comc. on Appellate Court decision *Filed* 7378-79
Harper Av.:
  Lease at 5200 S. for Dept. of Urban Renewal *Def* 6091 *Passed* 6243
  Name changed to *Harper Ct.* bet. 52nd and 53rd *Rejected* 6319
  Street-sale permit bet. 52nd and 53rd [Harper Ct. Foundation (53rd St. Merchants' Assn.)] *Passed* 5538
  Street vacation: bet. 60th and 61st [Dept. of Urban Renewal (Project 60th-Cottage Grove)] Draft Ordnce. *Noted* 7980
Harper Court Foundation (53rd St. Merchants' Assn.): Street-sale permit *Passed* 5538
Harris, Herman Alexander: Memorial resolution *Adopted* 5944
Harris, Patricia A. Property purchase from Urban Renewal, Dept. of (No. 68-DUR-96) *Ref* 6252 *Def* 6413 *Passed* 6471-72
Harris School: Carnival permit *Passed* 6119
Harris Trust and Savings Bank:
  Depositary of City/school funds *Passed* 7294
  Depository for Model City Program Fund *Passed* 6193
  Hot water pipe lines *Ref* 6337
  Lease to City (3723-39 W. Lawrence) *Passed* 7298
  Vacation of alley Draft Ordnce. *Noted* 6556
  Vault *Passed* 5667 acceptance and bond *Noted* 6188
Harrison St.:
  Building demolitions:
    2323 W. *Passed* 6039
    2417 W. *Passed* 5288-89
    2442 W. *Passed* 5288-89
  Fire station at 1459 W. transferred to Dept. of Urban Renewal *Passed* 5837-39
  Leases:
    2815 W. for Model Cities Community Program. [Westside Variety Store, Inc.] *Passed* 8096
    2945 W. for Model Cities Community Program (Police Dept. 11th Dist.) [Howard Korer, et al.] *Passed* 7904, 7909
  Property acquisition at 705 W. for playlot purposes *Ref* 5609 *Adopted* 5644
*Hart Bldg. Corp., et al.* vs. *City*: Corp. Cnsl. comc. on Appellate Court decision *Filed* 6254-55
Hartford Plaza Bank: Depositary of City/school funds *Passed* 7902
Hartwell Av.: Property acquisition at 66th (s.e. cor.) for playlot purposes *Ref* 5788 *Adopted* 5846
Harvard Av.:
  Parking prohibited (specified hours): 69th to 72nd (both sides) *Ref* 5283
  Tunnel connecting 6337 S. with 6340 S. [St. Bernard's Hospital] acceptance and bond *Noted* 5357
Harvey, Carmel B. Jr.: Presentation of medal and certificate of merit to parents *Noted* 6250
Harvey Wrecking Company: Occupancy of space in parkway bet. Blue Island and Paulina (500 ft. s.) *Ref* 8312
Harwood Heights, Village of: Water-supply contract with City *Passed* 5647-50
Haskins, Robert E.:
  Zoning-reclassification requests:
    [9-K] *Ref* 5182 *Def* 5591 *Passed* 5713
    [28-G] *Ref* 6255
Hastings St.:
  Parking prohibited (all times): Hoyne to 163 ft. w. (n. side) *Ref* 7975
  Parking prohibited (specified hours): Ashland to alley w. (s. side) *Ref* 7800
Hauser Products, Inc.: Zoning-reclassification request [5-J] *Ref* 5182 *Def* 5591 *Passed* 5713
Have-A-Heart Association: Financial report *Filed* 6016
Havrilla, Ernest G.: Zoning-reclassification request [28-J] *Ref* 5730 *Def* 6305 *Passed* 6432
*Hawkonsen, ex. rel.* vs. *James B. Conlisk et al.*: Corp. Cnsl. comc. on Appellate Court decision *Filed* 7794-95
Hayes and Sons Storage and Moving: Lease to City *Passed* 5202
Haymarket Monument: Repairs to monument *Ref* 6233 *Passed* 6399-6400
Haynsworth, (Judge) Clement Jr.: Senate memorialized to deny confirmation of appointment as Supreme Court Justice *Ref* 6339 *Def* 6396
Hazel St: Building demolition 4652-54 N. *Passed* 6463
**Health, Board of:**
  Appointment of Commissioner *Ref* 6356 *Approved* 6457
  Appointment of member *Ref* 7752 *Approved* 7799
  Appropriation for 1970 *See* 22, 148-176 (*Note* 6638)
  Investigation concerning adequacy of neighborhood health facilities, etc. *Ref* 6042
  Lease: Garfield Park Adm. Bldg. for Bd. of Health *Passed* 5569-71
  Property acquisitions:
    Lowe (6312 S.) for Central Englewood Health Center site *Passed* 6080
    63rd Pl. (634-660 W.) for Health Center site *Passed* 6386-87
    63rd (629-41 W.) for Health Center site *Passed* 6080
    63rd (643-645 W.) for Health Center site *Passed* 6387
  Transfer of funds *Passed* 5812
  Trauma centers (establishment in hospitals) *Noted* 6338
Health, Committee on:
  Appropriation for 1970 *See* 17, 80 (Note 6638)
  Membership assignments *Def* 5239 *Adopted* 5347
Health Service Center: Acquisition of property at 647-49 W. 63rd *Passed* 6208
Hebron Welsh United Presbyterian Church: License-fee exemption *Rejected* 5585
Hedlund, Reuben E.: Reappointment (Rehabilitation of Persons, Comn. for) *Ref* 6186 *Approved* 6310
Helmsley, Harry B. et al.: Vault *Ref* 6110-11, 7783, 7802 *Passed* 6220-21, 8271
Hennessey, John A.:
  Spec.-assess. cancellation:
    66th (3827 W.) *Passed* 5950
  Spec.-assess. settlements:
    *Passed* 5213-15 (2), 5641-42 (2), 5748 (2), 5839-40 (3), *Def* 5854 *Passed* 5950, 5912-17 (8), 6073-74 (5), 6206 (3) *Journal correction* 6383, *Passed* 6289 (2), 6373, 7383-85 (7), *Journal correction* 7752, *Amended* 7922, *Passed* 8116-18 (8)
Henrotin Hospital: License-fee exemption *Ref* 6556 *Passed* 6584
Hermitage Av.:
  Maypole, Paulina and Washington Boul. area: easement agreement with C.T.A. to permit maintenance and operation of elevated cars and trains *Passed* 5220-21
  Parking prohibited (all times): Armitage (140 ft. s.-area—e. side) Amendatory Ordnce. *Ref* 8304
  Parking restricted (specified hours): Hubbard (20 ft. s. to 125 ft. s.—w. side) *Eliminated* 6027
  Paving—Howard to Rogers (MFT) allocation increased *Passed* 5764-65 State approval *Noted* 5967
  Water-supply pipes: 43rd to 47th *Passed* 6004

- Hermosa Av.: Spec.-assess. foreclosures; 11439-41 S. *Passed* 8118-19
- Hester, (Mr. and Mrs.) Theadis: Regret expressed for bombing of home *Noted* 6216-17
- Hettler (Herman H.) Lumber Co.: Switch track *Ref* 5609 *Passed* 5667 acceptance and bond *Noted* 6188
- Hickory Av.: Switch track at North Branch s.e. of Haines [Wieboldt Stores, Inc.] *Ref* 6239 *Passed* 6314-15 acceptance and bond *Noted* 7217
- Higgins, (Rev.) Joseph: Reappointment (Rehabilitation of Persons, Comn. for) *Ref* 6186 *Approved* 6310
- Higgins Rd.:
  - Conduit system e. of River Road [Central Telephone Co. of Illinois] *Ref* 6041 *Passed* 6097-98 acceptance and bond *Noted* 7217
  - Sidewalk-sale permit (7818 W.) [Olsen Rexall Drugs] *Passed* 5948
  - Water mains etc. in East River Rd.: agreement with Marriott Corp. and Seay & Thomas, Inc. *Passed* 5225-26
  - Water supply pipes: East River Rd. to 1788 ft. e. *Passed* 5227
- Highways [*listed under* Arterial Highway System *and kindred headings*]
- Highways, Division of [*listed under* Illinois, State of]
- Hillock Av.: Water-supply pipes; Lock to Loomis *Passed* 6211
- Hillside-Berkeley Water Commission: Water supply contract with City and Village of Melrose Park; Second Amendatory Ordnce. *Passed* 6518-20
- Hilton (Conrad) Hotel: Application of fire retardant paints to prevent fires, etc. *Ref* 7805
- Hines, (Ald.) Edward J.: Local Transportation, Com. on; Vice-Chairman *Def* 5239 *Adopted* 5347
- Hirsch High School: Basketball trophy presentation as first place winners *Noted* 5176
- Historical landmarks: Old Chicago Stock Exchange Building *Ref* 7983 *Re-ref* 7996
- Hlavacek, William J.: Zoning-reclassification request [11-M] *Ref* 5321 *Def* 5663 *Rejected* 5805
- Hobson, (Sgt.) James E.: Presentation of Chicago Medal of Merit for bravery by Mayor *Noted* 7751-52
- Hoffings Department Store: Sidewalk-sale permit *Passed* 5948
- Hoffman, (Rev.) Hubert: Appointment (Uptown Conservation Community Council) *Filed* 5177
- Hoffman, Paul R.: Zoning-reclassification request [18-J] *Ref* 6189 *Rejected* 6468
- Hoffmann, A.L.T.: Congratulations extended on retirement as executive director of Uptown Chamber of Commerce *Adopted* 6343
- Hoist (*See* Alleys *or* Streets *or names of permittees*]
- Holden Ct.: Vault s. of Washington [Frank M. Whiston & Co.] *Ref* 6417 *Passed* 7224
- Holland Rd.: Transfer of vacant property at 91st along CRI&P RR. tracks from Dept. of Sts. and San. to Bur. of Sewers *Def* 6298-99 *Passed* 6421-22
- Holleb, Marshall M.: Zoning-reclassification request [13-G] *Ref* 5358 *Def* 5663 *Passed* 5801
- Hollywood Av.:
  - Parking restricted (specified hours):
    - Ashland (20 ft. w. to 190 ft. w.—n. side) *Passed* 7967
    - Ashland (20 ft. w. to 210 ft. w.—n. side) *Ref* 5869
- Holman, (Ald.) Claude W. B.:
  - Committees and Rules, Com. on: membership *Def* 5239 *Adopted* 5347
  - Elected as President Pro Tem. of City Council *Def* 6591 *Adopted* 7234
  - Finance, Com. on: Vice-Chairman *Def* 5239 *Adopted* 5347
  - Health, Com. on: Chairman *Def* 5239 *Adopted* 5347
  - Planning and Housing, Com. on: membership *Def* 5239 *Adopted* 5347
- Holmes, Barnard J. and Grace: Spec.-assess. settlement *Passed* 7919-20
- Holmes, (Pfc.) Howard: report as to status of resolution *Noted* 6225
- Holy Cross Church: Carnival-street fair permit *Passed* 5540
- Holy Cross Hospital: License-fee exemption *Ref* 5545, 7392 *Passed* 5577, 7774
- Holy Family Lutheran Church Head Start: License-fee exemption *Ref* 5346 *Passed* 5409
- Holy Trinity Baptist Church: Building permits (free) *Ref* 6421 *Passed* 6452
- Holy Trinity Church: Building permits (free) *Ref* 6463 *Passed* 6500
- Holy Trinity Greek Orthodox Church: Carnival or street-fair permit *Passed* 5792
- Holzman, Sidney T.: Death memorial *Adopted* 5883
- Home Club Nursery (YMJC Youth Center): License-fee exemption *Passed* 5497
- Homes, institutional [*listed under particular names*]
- Honore St.:
  - Carnival-street fair permit bet. Armitage and Cortland [Franklin D. Roosevelt Post No. 923—The American Legion] *Passed* 5542
  - Parking restricted (all times): Division (alley s.—e. side) *Ref* 6108
  - Parking restricted (specified hours): Division (20 ft. s. to 90 ft. s.—e. side) *Passed* 6330
  - Spec.-assess. foreclosures:
    - 11801-05 S., etc. *Passed* 6070
    - 11816-20 S., etc. *Passed* 6070
- Hooker Glass & Paint Mfg. Co.: Loading device *Ref* 5455, 6341 *Passed* 5856-57 6401, acceptance and bond *Noted* 7794
- Hooker St.: Switch track at Halsted [Amxco, Inc.] *Ref* 7983 *Passed* 8268
- Hope Lutheran Church: Building permits (free) *Ref* 6046 *Passed* 6072
- Horwich, (Bernard) Jewish Community Center Day Care Center: License-fee exemption *Passed* 5497
- Hospitals (general): [*listed under particular names*]
- Hotels: Regulations governing licensing of hotels, etc. *Ref* 6599
- **House Bills** (*See also* State legislation):
  - General Assembly urged to enact:
    - No. 108: Illinois Municipal Code: (licensing regulation of direct sellers etc.) *Def* 5242
    - No. 241: Apartments: space for recreational facilities where multi-unit apartments are to be constructed *Def* 5435 *Noted* 5557
    - No. 242: Increase in compensation of election judges *Def* 5242
    - No. 289: Municipality's lien for cost of demolition of buildings, etc. superior to tax liens *Def* 5242
    - No. 410: Fair Housing Act: discrimination prohibited in sale, leasing, renting, etc. of real property *Def* 5436 *Noted* 5557
    - No. 411: Fair Housing Act: appropriation to Attorney Gen. to enforce Act *Def* 5436 *Noted* 5557
    - No. 412: Human Relations, Commission on (amendment) power and duty granted to administer Fair Housing Act, etc. *Def* 5436 *Noted* 5557
    - No. 413: Human Relations, Commission on: appropriation of $189,738 to enforce Fair Housing Act *Def* 5436 *Noted* 5557
    - No. 461: Civil Service: Conviction of one misdemeanor shall not disqualify applicant from taking examination, etc. *Def* 5435 *Noted* 5557
    - No. 474: Reimbursement to counties and cities for special elections for Gen. Assem. members in 1969 *Def* 5242
    - No. 653: Revenue Code: Release of recorded deeds, etc. before issuance of tax deed *Def* 5242
    - No. 1253: Promotion of public health, safety, morals, etc., excludes those engaged in the dissemination of news *Def* 5522 *Noted* 5614
    - No. 1257: Corporate authorities empowered to license and tax all businesses; excluding those engaged in dissemination of news, etc. *Def* 5522 *Noted* 5614

**House Bills** (*See also* State legislation):
- General Assembly urged to enact:
  - No. 1640: Municipal Employee's A&B Fund: Pension fund (amendment): Automatic annual increase to those retired, etc. *Def* 5521 *Noted* 5613
  - No. 1641: Municipal Employee's A&B Fund: State of Illinois employees covered by reciprocal act, etc. *Def* 5521 *Noted* 5613
  - No. 1794: Appeals to Zoning Board of Appeals to be taken within 30 days *Def* 5594 *Noted* 5716
  - No. 1795: Notice of lawsuit against local government to include name and address of treating hospital *Def* 5594 *Noted* 5716
  - No. 1798: Impounding of vehicles, notification of owners, etc. *Def* 5594 *Noted* 5716
  - No. 1800: Restrictions for sale of tear gas guns, mace, etc. same as for firearms *Def* 5594 *Noted* 5716
  - No. 1801: Liquor Control Act: suspension of license *Def* 5594 *Noted* 5716
  - No. 1803: Automatic disconnection of municipally owned property, etc. *Def* 5594 *Noted* 5716
  - No. 1804: Vacation of roads lying within airport area, etc. *Def* 5594 *See* 5716
  - No. 1805: Explosives—provides for dealers to keep detailed records, etc. *Def* 5594 *Noted* 5716
  - No. 1807: Pedestrian and parking malls; annual assessment for maintenance *Def* 5594 *Noted* 5716
  - No. 1808: Municipalities authorized to license and regulate businesses, etc. *Def* 5521 *Noted* 5613
  - No. 1809: Promotion of public health, safety, morals, etc. by municipalities *Def* 5521 *Noted* 5613
  - No. 1810: Permission from Police Dept. required by organization to publish name in title, etc. *Def* 5594 *Noted* 5716
  - No. 1811: Judgment tax-levy increased for municipalities with population of 500,000, etc. *Def* 5521 *Noted* 5613
  - No. 1812: Water-works certificates of indebtedness *Def* 5594 *Noted* 5716
  - No. 1813: Revenue Act. amendment: Reimbursement of City in any court decree concerning land, etc. *Def* 5521 *Noted* 5613
  - No. 1815: Act relating to eminent domain *Def* 5594 *Noted* 5716
  - No. 1816: Zoning in relation to the elimination of airport hazards *Def* 5594 *Noted* 5717
  - No. 1817 and 1818: Amends pension code relating to Laborers' and Retirement Board Employees' Annuity and Benefit Fund *Def* 5594 *Noted* 5717
  - No. 1819: Annexation of unincorporated territory 120 acres rather than 60 acres or less *Def* 5595 *Noted* 5718
  - No. 1820: Selling to minors publications describing immoral deeds, etc. *Def* 5595 *Noted* 5717
  - No. 1821: Physicians to report cases of child-abuse to police *Def* 5595 *Noted* 5717
  - No. 1877: Highway Code amendment: Raises limit of motor fuel tax funds that may be spent on streets construction, etc. *Def* 5521 *Noted* 5613
  - No. 1884 (S.B. 888): Policemen's penison contributions based on salary received, etc. *Def* 5595 *Noted* 5718
  - No. 2006: Chicago Working Cash Fund Bonds—indebtedness increased *Def* 5595 *Noted* 5717
  - No. 2007: Occupation taxes: retail sales tax increased *Def* 5521 *Noted* 5613
  - No. 2008: City Employees—probationary period increased *Def* 5595 *Noted* 5717
  - No. 2011 and 2012: Disfranchisement of persons convicted of penitentiary offense, etc. *Def* 5595 *See* 5716 *Adopted* 5717
  - No. 2148: Tax levy increase for municipal recreation purposes *Def* 5595 *Noted* 5717
  - No. 2358: Improved racial and ethnic group relations, etc. *Def* 5595 *Noted* 5717
  - No. 2382: Bonds and bond issues: refunding of bonds—maximum interest rate increased *Def* 5521 *Noted* 5613

**House Bills** (*See also* State legislation):
- General Assembly urged to enact:
  - No. 2383: Tax-anticipation warrants (amendment): interest rate increased *Def* 5521 *Noted* 5613
  - No. 2384: Bonds issued by municipalities of 500,000 or more (amendment); interest rate increased *Def* 5521 *Noted* 5613
  - No. 2406 Thru 2410: Waterworks and sewer systems bonds: interest rate increased *Def* 5521 *Noted* 5613
  - No. 2419: Municipalities authorized to levy against personal or real property, etc. *Def* 5595 *Noted* 5717
  - No. 2550: Urban Transportation Districts created in municipalities *Def* 5521, 5395 *Noted* 5613, 5717
  - No. 2571: Governor and mayors to declare a state of emergency, etc. *Def* 5595 *Noted* 5717
  - No. 2641: Selling of air rights over public improvements *Def* 5595 *See* 5716
  - No. 2702: Annexation: amount of land a municipality may annex *Def* 5521 *Noted* 5613
  - No. 2787: Municipal ordinance: allows violators of ordinances to be incarcerated *Def* 5521 *Noted* 5613
- General Assembly urged not to enact:
  - No. 26: Election Code amendment (operator's or chauffer's license revocation due to language or physical liability, etc.) *Def* 5241 *See* 5350
  - No. 27: Illinois Vehicle Law (operator's or chauffer's license revocation due to disability rendering driver unable to operate vehicle, etc. *Def* 5241 *See* 5349-50
  - No. 57: Election Code (accreditation of news media representatives to observe casting of votes, etc. *Def* 5241 *See* 5349-50
  - No. 105: Election Code amendment (primary date changed to second Tuesday in April, etc.) *Def* 5242
  - No. 288: Metropolitan Sanitary Dist. of Greater Chgo. Act amendment: sale of water by certain municipalities, etc. *Def* 5243
  - No. 315: Illinois Income Tax Act: Income tax (13%) imposed on individuals and corporations, etc. *Def* 5243
  - No. 422: Commission on Human Relations amendment: abolishes authorization for compensation of chairman, etc. *Def* 5242
  - No. 534: Election Code amendment (elimination of assistance to voters who cannot read English) *Def* 5241 *See* 5349-50
  - No. 606: Motor Vehicle Parking Operator's Occupation Tax Act amended *Def* 5243
  - No. 780: Primary candidate requirements, etc.: *Def* 5243
  - No. 891: Non-partisan election of mayor, elimination of election of city clerk, etc. *Def* 5241 *See* 5349-50
  - No. 892: Election Code amendment (elimination of primary for Chicago elections, etc.) *Def* 5241 *See* 5349-50
  - No. 908: Election Code amendment (permits electors to vote in primary elections without disclosing party affiliations) *Def* 5241 *See* 5349-50
  - No. 909:Election Code: meetings of public Committees and conventions of political parties included within the Act *Def* 5241 *See* 5349-50
  - No. 910: Election Code (amendment): signature requirements for petitions for new parties and independent candidates etc.) *Def* 5241 *See* 5349-50
  - No. 1397: Election Code (amendment): Signature requirements reduced for petitions for ward and township committeemen *Def* 5436 *Noted* 5557
  - No. 1406: Election Code (amendment): Voting strength of committeemen dependent on vote of candidate for Governor at last general election, etc. *Def* 5436 *Noted* 5557
  - No. 1430 Election Code amendment: Primaries: Electors permitted to vote regardless of prior party affiliation *Def* 5436 *Noted* 5557
  - No. 1487: Municipal Code amendment: Firemen and policemen: allowed to reside outside the corporate limits of municipality *Def* 5436 *Noted* 5557
  - No. 1775: Group insurance program for employees *Def* 5595 *Noted* 5716

House Bills (*See also* State legislation):
  General Assembly urged not to enact:
    No. 1872: Municipal retailer's occupation and service occupation tax levy *Def* 5595 *Noted* 5717
    No. 2277: Aldermanic race: run-off election required if total vote of winner is less than 40% of registered voters, etc.: *Def* 5521-22 *Noted* 5613-14
    No. 2348: Mayor given power to declare building unsafe, etc. *Def* 5595 *See* 5716
House, (Justice) Byron O.: Death memorial *Adopted* 6187
**House of Correction:**
  Farm (legally described) property-sale *Def* 5236 *Passed* 5350-51 (*See* 5623, 5780, 5875-76 Journal correction *Noted* 5882
  Transfer of funds (1969) *Passed* 6057, 6264, 6362
Housing, public: (*See* Chicago Housing Authority)
Housing Authority, Chicago (*See* Chicago Housing Authority)
Housing Code (*See also under* Buildings)
Housing and slum clearance (*See* Urban Renewal, Department of)
  Demolition Program [*separate heading*]
Houston Av.: Parking prohibited (all times): 92nd (75 ft. n. of alley n.—w. side) *Ref* 7975
Hoyne Av.:
  Building demolitions:
    49 N. *Passed* 8312
    1109 S. *Passed* 5288-89
  Communication cable bet. 9240 S. and 9257 S. [Catholic Bishop of Chgo.] *Ref* 6113 *Passed* 6220
  Communication line n. of 93rd [Catholic Bishop of Chgo.] *Ref* 5946
  Parking prohibited (all times): 32nd to 33rd (both sides) Eliminating Ordnce. *Ref* 6334 *Rejected* 7973
  Parking restricted (specified hours): 21st (95 ft. n. to 25 ft. n.—e. side) *Eliminated* 6027
  Sidewalks:
    73rd to 70 ft. s. of 74th (e. side) *Ref* 5624 *Passed* 5864-65
    79th to 80th Pl.; first alley s. of 81st Pl. to 83rd (e. side) *Ref* 5322 *Passed* 5442-43
    79th to 80th Pl.; first alley s. of 82nd Pl. to 83rd (w. side) *Ref* 5322 *Passed* 5442-43
  Spec.-assess. foreclosures: 1148-52 N. etc. *Passed* 6286
Hub Airlines: Lease at Merrill C. Meigs Field: First amendment agreement *Passed* 5740-41
Hubbard, (Ald.) Fred D.:
  Absence from Council meeting *Noted* 6185
  Forestry and Recreation, Com. on: membership *Def* 5239 *Adopted* 5347
  Local Transportation, Com. on: membership *Def* 5239 *Adopted* 5347
  Port of Chicago, Wharves and Bridges, Com. on: membership *Def* 5239 *Adopted* 5347-48
  Hubbard High School: Presentation of football trophy by Mayor *Noted* 6442
Hubbard St.: Parking restricted (specified hours): Claremont to Western (s. side) *Eliminated* 5278
Hubbard Street Building Corp.: Vacation of alley Draft Ordnce. *Noted* 5704 *Passed* 8283
Hudson Av.:
  Parking prohibited (all times):
    Barry (e.w. alley n. - 30 ft. n.—e. side) *Ref* 5941
    Belmont (125 ft. s. to 20 ft. s.—e. side) *Passed* 6328
  Street closing: Eugenie to St. Michaels Ct. [Dept. of Urban Renewal and Redemptorist Fathers] Draft Ordnce. *Noted* 5344 *Passed* 8278-80
  Street vacation: Ogden to Willow [Dept. of Urban Renewal] Draft Ordnce. *Noted* 7233
Human Relations, Commission on:
  Appointment of members (2) *Ref* 7246 *Approved* 5185, 7380
  Appropriation for 1970 *See* 22, 178-179 (Note 6638)
Human Relations, Commission on:
  Appropriation of $189,738 to enforce Fair Housing Act. [H.B. 413] Gen. Assem. urged to enact *Def* 5436 *Noted* 5557
  Authorization for conmpensation of chairman, etc. abolished: Gen. Assem. urged not to enact [H.B. 422] *Def* 5242
  Building trades: alleged discrimination in employment, etc. *Ref* 6037
  Power and duty granted to administer Fair Housing Act, etc. [H.B. 412] Gen. Assem. urged to enact *Def* 5436 *Noted* 5557
  Transfer of funds (1969) *Passed* 6058
**Human Resources, Department of:**
  Appropriation for 1970 *See* 23, 183-190, (Note 6638)
  Resolution concerning newly created department *Ref* 5291
Humboldt Iron and Metal, Inc.: Switch track *Ref* 6341 *Passed* 6401
Hunger, malnutrition, etc. in City: statement of policy *Def* 8138
Huron and Orleans Bldg. Corp.: Covered bridge or passageway *Ref* 6556 *Passed* 7222
Huron St.:
  Catchbasin at 2400 block w. *Filed* 7366
  Manholes in 2400 W. block *Ref* 6341
  Parking prohibited (all times): 4934 W. *Eliminated* 6025
  Sewer construction Western to 216 ft. w. *Passed* 6453-54
Hutchinson, Irene: Appointment (Uptown Conservation Community Council) *Filed* 5177
*Hutter, John A. Jr., et* al. vs. *City*: Corp. Cnsl. comc. on Appellate Court decision *Filed* 5565
Hyde Park Bank & Trust Co.:
  Depositary of City/school funds *Passed* 7294
  Depository for Model City Program Fund *Passed* 6193
Hyde Park Boul.: Parking prohibited (specified hours): Blackstone (1500 E. to 1700 E.—s. side) Eliminating Ordnce. *Ref* 6335 *Rejected* 7973
Hyde Park Federal Saving and Loan Association: Property purchase from Urban Renewal, Dept. of (No. 70-DUR-19) *Ref* 7849 *Def* 8302-03
Hyde Park Neighborhood Club: License-fee exemption *Ref* 5346 *Passed* 5409
Hyde Park Union Church Nursery School: License-fee exemption *Ref* 5346 *Passed* 5409
Hyde Park Unitarian Cooperative Nursery School: License-fee exemption *Ref* 5346 *Passed* 5409
Hygrade Food Products Corp.: Switch track [assignment to Mike Chiapetti Building Co., Inc.] acceptance and bond *Noted* 5728
I.T.T. Continental Baking Co.: Switch track *Ref* 5345 *Passed* 5523 acceptance and bond *Noted* 5966
Ideal Investment Corp.: Zoning-reclassification request [11-H] *Ref* 6255 *Def* 7221 *Rejected* 7373
**Illinois, State of:**
  Aeronautics, Department of:
    Chicago-O'Hare International Airport:
      Agency agreement with City and U.S. Govt. (Project No. 9-11-012-C919) *Passed* 5567-68
      Agency participation agreement with City for emergency stand-by power (Project No. 70A-19-492) *Passed* 6366
    Chicago Midway Airport:
      Grant agreement with City for installation of emergency stand-by power for Runway 13R-3IL together with taxiways and apron lighting *Passed* 7258-75
    Meigs (Merrill C.) Field:
      Agency agreement with City for runways (FAAP No. 9-11-002-D908) *Passed* 5994
      Execution of agency and participation agreement for Merrill C. Meigs Field (Project 70A-8-491) *Passed* 7275-91

- **Illinois, State of:**
  - Commerce Commission (*See* Illinois Commerce Commission)
  - Highways Division (*See* Public Works and Buildings, Department of *listed below*)
  - Illinois Law Enforcement Commission: acceptance of grant concerning comprehensive Criminal justice plan *Ref* 7848
  - Public Works and Buildings, Dept. of.:
    - Agency participation agreement with City to conduct relocation survey (No. 69-DUR-36) *Passed* 5315
    - Highways Division:
      - Auto pound at Western and Wood beneath Southwest Expwy.: lease agreement *Passed* 5639
      - Eisenhower Expressway bridge over So. Branch of Chicago River: agreement with City for maintenance *Passed* 8119-20
      - Grants for promotion of traffic safety activities of city agencies (National Highway Safety Act of 1966) *Passed* 5820-21
      - Highway maintenance (1969-70) *Passed* 5578-79
      - Highway safety projects: City's acceptance of three grants *Ref* 6186-87 *Passed* 6265, 6363-64, 6365
      - Lease agreement bet. City and Chicago Park Dist. for vacant property adjacent to Kennedy Expressway bet. Lawndale and Mozart *Passed* 7325-27
      - Lease agreement bet. City and Chicago Park Dist. for vacant property adjacent to Edens Expressway bet. Caldwell and Landers *Passed* 7923-24
      - Lease agreement with City for use of vacant land at Ashland and Wabansia below Kennedy Expwy. *Passed* 6384-85
      - Topics Program participation in Federal-Aid Highway Act (1968) *Passed* 6065-66 *Journal correction* 6356
  - Redevelopment projects: Relocation survey and plan approval bet. City and State (No. 69-DUR-36) *Passed* 5315
  - Registration and Education, Dept. of: Justification for discharge of black employees, etc. *Ref* 7803
  - Revenue, Department of:
    - Ordinances filed by City:
      - Municipal Retailer's Occupation Tax *Noted* 6189
      - Municipal Service Occupation Tax *Noted* 6189
  - State Housing Board:
    - Appointment approval:
      - Nevill, Letitia *Filed* 5357
      - Wade, Richard C. *Filed* 5357
  - State Legislation [*separate heading*]
  - Vehicle Law: Operator's or chauffer's license revocation due to disability rendering driver unable to operate vehicle, etc.) Gen. Assem. urged not to enact [H.B. 27] *Def* 5241 *See* 5349-50
- Illinois Bell Telephone Co.:
  - Execution of Lease agreement with City for Relay Tower at Navy Pier *Passed* 8101-08
  - Investigation of actions concerning alleged indiscriminate use of telephone facilities, etc. *Ref* 5453
  - Lease at Chicago-O'Hare International Airport *Passed* 5367-68
  - Permit to place plastic ducts in water pipe tunnel under No. Branch of Chicago River *Passed* 8121-23
  - Plans for making emergency calls in coin boxes without a coin on n. and n.w. sides of City *Ref* 8311
  - Plastic ducts: permit to suspend ducts under 35th St. bridge over So. Branch of Chicago River *Passed* 5221-22
  - Pole and wire installations in vicinity of Fullerton and Wood *Passed* 6387-88
  - Underground raceway *Passed* 5245-46 acceptance and bond *Noted* 5620
  - Vacation of alley *Passed* 5529-30
  - Zoning-reclassification request [11-J] *Ref* 6360
- Illinois Central Hospital Association: License-fee exemption (2) *Ref* 7234 *Passed* 7397
- Illinois Central Railroad Co.:
  - Commendation for coordinated transit transfer privilege plan with CTA *Adopted* 5944
  - Corp. Cnsl. directed to intervene against request for 20% City fare increase *Ref* 7391 *Passed* 7961-62
  - Improvements, etc. on South Shore-SouthChicago Branch (public hearing) *Ref* 7391
  - Lease to City *Passed* 5210
  - Lease to City and L&P Broadcasting Co. for temporary parking purposes during construction of Kedzie Av. bridge *Passed* 5411-12
  - Randolph St. terminal property (request to reclassify area) *Ref* 5882-83 *Def* 6013 *Passed* 6121-50 *Noted* 7852, 7994
  - Zoning-reclassification request [1-E] *Ref* 5882-83 *Def* 6018 *Passed* 6120-21
- Illinois Commerce Commission:
  - Corporation Cnsl. directed to petition for new automatic grade crossing gates, etc. (Rockwell) *Ref* 6038 *See* 7974
  - Corp. Cnsl. petition to intervene against IC RR. request for fare increase *Ref* 7391 *Passed* 7961-62
- Illinois Eye and Ear Infirmary: Transfer of jurisdiction [S.B. 694] Gen. Assem. urged not to enact *Def* 5436 *Re-ref* 5557
- Illinois Institute of Technology: Building permits (free) *Ref* 7985 *Passed* 8114
- Illinois Masonic Hospital Association: License-fee exemption *Ref* 5795 *Passed* 5844-45
- Illinois Masonic Medical Center:
  - Building permits (free) (7) *Ref* 6046, 6344, 6421, 6363, 8316 *Passed* 5217, 6072, 6382, 6453, 6500
  - Zoning-reclassification request [7-G] *Ref* 6054 *Def* 6304 *Passed* 6426
- Illinois Men's and Boys' Apparel Club, Inc.: Lease at Navy Pier *Def* 5657-58 *Passed* 5796-98 *Def* 6014 *Passed* 6150-53, 8108-11
- Illinois Municipal Code (*See* Cities and Villages)
- Illinois Plumbing Contractors' Certification Act: Application for certificate of exemption, etc. *Ref* 6112
- Illinois State Income Tax Act: Income tax (13%) imposed on individuals and corporations, etc.: Gen. Assem. urged not to enact [H.B. 315] *Def* 5243
- Illinois State Income Tax for 1969: Grant for financial aid to Bd. of Ed. *Passed* 5954-55
- Illinois St.:
  - Elevated upper-level sidewalk from Michigan to 301 ft. e. [Chgo. Tribune Building Corp.] *Ref* 5610 *Passed* 5666 acceptance and bond *Noted* 5966
  - Loading platform at 219 E. [Chicago Dock & Canal Trust] Repealing Ordnce. *Ref* 5566 *Passed* 5669
  - Loading platform at 225-241 E. [Wakem & McLaughlin, Inc.] Repealing Ordnce. *Ref* 5566 *Passed* 5669
  - Stairways and railings at Hubbard (vacated), Michigan, St. Clair (vacated) [Chicago Tribune Bldg. Corp.] *Passed* 5856 acceptance and bond *Noted* 6188
- Illinois Tool Works Inc.: Zoning-reclassification request [15-P] *Ref* 5699 *Def* 6019 *Passed* 6170-71
- Illinois University (*See* University of Illinois)
- Immaculate Heart of Mary Church: Carnival or street-fair *Passed* 5873
- Immanuel Mission Covenant Church: Vacation of alley *Passed* 5263-64
- Indecent publications and exhibitions:
  - (*See* Newspapers and Magazines, etc.)
- Independence Bank of Chicago: Depository for Model City Program Fund *Passed* 6193
- Independence Boul.: 750 S. quitclaim deed in lieu of foreclosure *Passed* 7924
- Indian Rd.: Parking prohibited (specified hours): Central to Luna (s. side) *Ref* 5941 *Passed* 6329
- Indian Trailer Corporation, et al.: Vacation of alley Draft Ordnce. *Noted* 5789 *Passed* 8285-86
- Indiana Av.:
  - Building demolition 6235 S. *Passed* 5540
  - Parking prohibited (all times): 72nd (20 ft. n. to 30 ft. n.—w. side) *Passed* 6024

- Indiana Av.:
  - Parking prohibited (specified hours): 1750-1758 S. *Ref* 5603
  - Pipe line at Cottage Grove, 127th, 130th, etc. (area) [Air products and Chemicals, Inc.] *Ref* 5286 *Passed* 5437-38 acceptance and bond *Noted* 5810 Repealing Ordnce. *Ref* 6478 *Passed* 7225
  - Pipe line s. of 127th [Air Products & Chemicals, Inc.] *Ref* 6233 *Passed* 6311-12 acceptance and bond *Noted* 6446
  - Property acquisition at 11501 S. for Police Dept. parking facility *Passed* 5755
  - Property bid at 14th E. (n.w. cor.) [Hamilton Industries, Inc.] *Ref* 7995-96
  - Property-sale advertisement at 14th (n.w. cor.) *Passed* 7385-86
  - Speed limit: 130th to 138th *Rejected* 5602
  - Through streets (established): 83rd to 91st *Rejected* 7973
- Infant Welfare Society: Building permits (free): *Ref* 5612 *Passed* 5642
- In-Flite Caterers, Inc.: Lease at Chicago-O'Hare International Airport Amendatory Ordnce. *Passed* 5368-69
- Ingleside Av.: Street closing: 77th to 78th [Emil G. Hirsch High School] *Passed* 6037
- Inquiry and Information, Mayor's Office of (*See* Mayor's Office of Inquiry and Information)
- Interlake Steel Corp. et al.:
  - Alley vacation Draft Ordnce. *Noted* 6460
  - Street vacations Draft Ordnce. *Noted* 6460
- Internal Security Act of 1950: Congress memorialized to repeal the detention camp provision *Ref* 7985 *Adopted* 8265-66
- International Business Machines Corp.: Viaduct easement (performance bond with City) *Filed* 5181
- International Harvester Company:
  - Covered stairways *Ref* 8308
  - Request to reconsider decision to relocate *Adopted* 5703-04
  - Vacation of alley *Passed* 5674
- **Investigation, Department of:**
  - Appropriation for 1970 *See* 15, 75 (Note 6638)
  - Transfer of funds (1969) *Passed* 6264
- Investment Properties Associates: Vault [Helmsley, Harry B. et al.] *Ref* 7783 *Passed* 8271
- Invocations [*Noted on first and second pages of each* Journal *and indexed under names of* Chaplains]
- Iowa St.:
  - Building demolition 2020 W. *Passed* 5343
  - Parking prohibited (specified hours): Hoyne (125 ft. w. to 35 ft. w.—s. side) *Ref* 5604 *Passed* 5692
- Irving Bank:
  - Depositary of City/school funds *Passed* 7294
  - Depository for Model City Program Fund *Passed* 6193
- Irving Park Rd.:
  - Building demolitions:
    - 3732 W. *Passed* 6600
    - 4177-79 W. *Passed* 6237-38
  - Parking restricted (specified hours): Springfield to 160 ft. e. (s. side) *Ref* 5536 *Rejected* 7973
- Irwin, James R. and Dorothy E.: Spec.-assess. settlement: *Passed* 5398
- IVE Corporation: Property bid at 7075-77 N. Clark *Ref* 6055 *Passed* 6369-70
- J & R Five and Ten Cent Store: Sidewalk-sale permit *Passed* 5607, 6037
- Jack and Jill Players—Young People's Theatre: License-fee exemption *Ref* 6344
- Jackson Boul.:
  - Building demolitions:
    - 1456-58 W. *Passed* 6236
    - 2704 W. *Passed* 6236
    - 2729 W. *Passed* 6236
- Jackson Boul.:
  - Building demolitions:
    - 2741 W. *Passed* 6236
    - 2924 W. *Passed* 6236
    - 2930 W. *Passed* 6236
    - 3152 W. *Passed* 6236-37
    - 3846 W. *Passed* 6461
    - 4108 W. *Passed* 5343-44, 6418
  - Channelization at Laramie 1965-3 (Project No. 497) allocation of MFT funds *Passed* 5761-62 State approval *Noted* 5967
  - Lease at 3952-58 W. for Com. on Urban Opportunity [Joseph S. Pinkert] *Def* 7362 *Passed* 7399
  - Water-supply pipes: Clark to Dearborn *Passed* 5423
- Jackson, (Rev.) Jesse: Congratulations extended on creation of Black Expo '69 *Adopted* 6230
- Jacob, A.M.: Spec.-assess. settlement *Passed* 5917, 6373-74
- Janoski, Alex: Spec.-assess. settlement: *Passed* 6074
- Janousek, (Ald.) Otto F.:
  - Absence from Council meeting *Noted* 5561
  - Death memorial *Adopted* 5615-16
- Jardine, (Comr.) James W. Commendation on accomplishments of his family, etc. *Noted* 7241
- Jarvis Av.: Parking prohibited (all times): California (55 ft. w. to 40 ft. w.—s. side) *Ref* 5603 *Passed* 5691 *Rejected* 6030
- Jefferson State Bank:
  - Depositary of City/school funds *Passed* 7294
  - Depository for Model City Program Fund *Passed* 6193
- Jefferson St.: Street vacation s. of Cullerton and Cermak [Joann Western Mills Co. and Wendnagel and Co., Inc.] *Passed* 6402-03
- Jeffery Boul:
  - Channelization at South Chicago and 83rd 1965-3 (Project No. 550) allocation of MFT funds *Passed* 5762-63
    - State approval *Noted* 5967, 6561
  - Channelization at 79th 1965-3 (Project No. 550) allocation of MFT funds *Passed* 5762-63 State approval *Noted* 5967, 6561
  - Parking permitted (diagonal): 7350 S. [St. John's Methodist Church (property adjacent)] *Ref* 7976
  - Parking prohibited (specified hours):
    - 79th (80 ft. s. to 40 ft. s.—e. side) *Passed* 5600
    - 7905 S. *Ref* 5339
- Jesuit Fathers of Della Strada: Vacation of alley *Passed* 5252-53
- Jetco Properties, Inc. and M-P Calumet Heights Corp: Vacation of alley *Passed* 5674-75
- Jewish Blind of Chicago, Association of: License-fee exemption *Ref* 5457
- Jewish Community Centers:
  - Hart, (Henry N.) Center: License-fee exemption *Ref* 5457 (2) *Passed* 5497 (2)
  - Home Club Nursery School, Y.M.J.A. Youth Center: License-fee exemption *Ref* 5457
  - Horwich (Bernard): License-fee exemption *Ref* 5457, 6556 *Passed* 6583
  - Rogers Park Center: License-fee exemption *Ref* 5612 *Passed* 5643
  - Strauss, (Max) Center: License-fee exemption *Ref* 5545, 6344 *Passed* 5578, 6383
- Jewish Home for the Aged (George J. Goldman): License-fee exemption *Ref* 6601 *Passed* 7297
- Jewish Peoples Convalescent Home: License-fee exemption *Ref* 6602 *Passed* 7297
- Jewish Vocational Services: Building permits (free) *Ref* 7788 *Passed* 7913, 5217 *Rejected* 8153
- Jilek, Rose: Zoning-reclassification request [20-J] *Ref* 5182 *Def* 5592 *Passed* 5714
- Joanna Western Mills Co. and Wendnagel & Co., Inc.:
  - Vacation, relocation and dedication of streets and alleys *Passed* 6402-03
- *Johnkol, Inc., et al.* vs. *City*: Corp. Cnsl. comc. on Ill. Supreme Court decision *Filed* 5182

- *Johnson, Emil* vs. *City*: Corp. Cnsl. comc on Appellate Court decision *Filed* 5182
- Johnson, Paul: Appointment (Lincoln Park Conservation Community Council) *Filed* 5177
- Johnson Products Co., Inc.: Vacation of alley *Passed* 5256-57 *See* 6114
- Joint Capital Improvement Programs (*See* Capital Improvements Programs)
- Jones (Amanda E.), E. Rodney, Pervis and Lovie Spann: Vacation of alley Draft Ordnce. *Noted* 5946
- Jones, Lorania: Appointment (Uptown Conservation Community Council) *Filed* 5177
- Journal of Proceedings (*See* City Council)
- Judge & Dolph, Ltd.: Switch track *Passed* 5246 acceptance and bond *Noted* 5728
- Judgment Tax Fund:
  - Appropriation for 1970 *See* 45, 519 (*Note* 6638)
  - Estimated for 1970 revenue *See* 8 (*Note* 6638)
  - Schedule of estimate for net taxes (1970) *See* 13 (*Note* 6638)
  - Tax-anticipation warrants (1970) issuance and sale *Def* 7779 *Passed* 7835-36
- Judgment tax levy increased for municipalities with population of 500,000, etc.: Gen. Assem. urged to enact [H.B. 1811] *Def* 5521 *Noted* 5613
- Judgments and decrees: Municipalities authorized to levy against personal or real property, etc.: Gen. Assem. urged to enact [H.B. 2419] *Def* 5595 *Noted* 5717
- Judiciary, Committee on:
  - Appropriation for 1970 *See* 17, 80 (Note 6638)
  - Membership assignments *Def* 5239 *Adopted* 5347
  - Singer, (Ald.) William S.: membership assignment *Adopted* 5664
- Junior College, Board of (District No. 508):
  - Appointment of member *Approved* 5276
  - Building bonds (1970) $15,000,000: issuance and sale *Passed* 8081-82
  - Educational and Building Purposes for 1970 to 1976 incl. reduction in taxes *Passed* 7866-68
  - Site designation for an adult vocational educational facility (Economic Development Administration of Federal Government) *Ref* 6251
  - Tax-levy for 1970 for educational and building purposes *Passed* 7760-61 (*See* 7853)
- Justine St.:
  - Parking prohibited (all times): Fulton to 110 ft. s. (e. side) *Ref* 8303
  - Spec.-assess. foreclosures: 6917 S., etc. *Passed* 5213-15
- Kahn, Robert A.: Spec.-assess. settlement *Passed* 5748-49
- Kaleth, (Rev.) Marion: Reappointment (East Humboldt Park-Near Conservation Community Council) *Filed* 5177
- Kamen, Richard: Loading device assignment to Mid America Management Co. acceptance and bond *Noted* 6477
- Kanter, Irving: Zoning-reclassification request [8-G] *Ref* 5969 *Def* 6305 *Rejected* 6438
- Kanter, Norton: Zoning-reclassification request [8-G] *Ref* 5969 *Def* 6305 *Rejected* 6438
- Kaplan (Sam D.) Auto Parks:
  - Parking site operation agreements:
    - Barry (1530 W.) *Ref* 7217 *Def* 7343 *Passed* 7528-34
- Kaplan, (Sam D.) Auto Parks:
  - Parking site operation agreements:
    - Barry (1602 W.) *Ref* 7217 *Def* 7343 *Passed* 7551-57
    - Bauwans (1352 N.) *Ref* 7217 *Def* 7345 *Passed* 7598-7603
    - Belmont (1515 W.) *Ref* 7217 *Def* 7342 *Passed* 7522-28
    - Bosworth (1217 N.) *Ref* 7217 *Def* 7345 *Passed* 7592-98
    - Broadway (4526 N.) *Ref* 7217 *Def* 7342 *Passed* 7505-11
    - Campbell (6340 N) *Ref* 7217 *Def* 7346 *Passed* 7627-32
    - Carmen (931 W.) *Ref* 7217 *Def* 7342 *Passed* 7517-22
    - Devon (2552 W.) *Ref* 7217 *Def* 7346 *Passed* 7633-38
- Kaplan, (Sam D.) Auto Parks:
  - Parking site operations agreements:
    - Justine (4705 S.) *Ref* 7217 *Def* 7347 *Passed* 7650-56
    - Kenmore (4852 N.) *Ref* 7217 *Def* 7342 *Passed* 7499-7505
    - Lawrence (1130 W.) *Ref* 7217 *Def* 7340 *Passed* 7455-61
    - Marshfield Av.:
      - 820 N. *Ref* 7217 *Def* 8349 *Passed* 7725-31
      - 4633 S. *Ref* 7217 *Def* 7347 *Passed* 7656-61
      - 4747 S. *Ref* 7217 *Def* 7347 *Passed* 7662-67
    - Melrose (1531 W.) *Ref* 7217 *Def* 7344 *Passed* 7557-63
    - Melrose (1635 W.) *Ref* 7217 *Def* 7343 *Passed* 7534-40
    - Paulina St.:
      - 1241 N. *Ref* 7217 *Def* 7345 *Passed* 7586-92
      - 3155 N. *Ref* 7217 *Def* 7343 *Passed* 7546-51
    - Roscoe (1615 W.) *Ref* 7217 *Def* 7343 *Passed* 7540-46
    - Western (6333 N.) *Ref* 7217 *Def* 7346 *Passed* 7621-27
    - Wilson (845 W.) *Ref* 7217 *Def* 7342 *Passed* 7511-17
- Karlov Av.:
  - Building demolitions:
    - 1406 S. *Passed* 5542
    - 1409 S. *Passed* 5542
    - 1618 S. *Passed* 5343-44
  - Parking prohibited (all times):
    - Cortland (20 ft. n. to 25 ft. n.—w. side) *Passed* 6328
    - Kedvale to 70 ft. n. (w. side) *Ref* 8304
    - 1900 N. *Ref.* 6108
  - Property acquisition at Pulaski Rd. and Roosevelt Rd. s. of alley for playground *Ref* 6115 *Passed* 6290
  - Sidewalks—58th to first alley s. (e. side) *Ref* 6055 *Passed* 6225
- Karras, Peter: Zoning-reclassification request [5-N] *Ref* 6448 *Def* 7221 *Rejected* 7372
- Kasper, Anna: Street vacation Draft Ordnce. *Noted* 6417
- Keating Av.: Spec.-assess. foreclosure: 5400 S. *Passed* 5410
- Kedvale Av.:
  - Building demolition 1500 S. *Passed* 6236-37
  - Parking prohibited (all times): Kennicott to 60 ft. n. (e. side) *Ref* 8304
- Kedzie Av.:
  - Arterial Hwy. syst. inclusion: (Touhy to Pratt *Passed* 5276 State approval *Passed* 5467-68
  - Carnival-street fair permit bet. Albany and Linden Pl. [Logan Square Neighborhood Assn.] *Passed* 5543
  - Channelization:
    - Pershing Rd. 1965-3 (Project No. 471) allocation of MFT funds *Passed* 5760-61
    - 31st 1965-3 (Project No. 471) allocation of MFT funds *Passed* 5760-61
  - Leases:
    - 7 S. for Chgo. Committee on Urban Opportunity [American National Bank & Trust Co.] *Passed* 6267-68
    - 6435 S. for Dept. of Streets and San. [Bessie Krieger and Cecile Rodman] *Def* 6091 *Passed* 6464
  - Parking prohibited (specified hours): 71st to 73rd (both sides) *Ref* 5696 *Rejected* 6333
  - Property acquisitions:
    - Diversey to Emmet (for widening, reconstruction, etc. (MFT)) *Passed* 5505-06 State approval *Noted* 5620, 6188
    - Emmett to Logan Boul. for Logan Sq. Rapid Transit terminal *Def* 5933 *Passed* 6049-50
  - Sidewalk-sale permit bet. 110th & 112th [Mount Greenwood Chamber of Commerce] *Passed* 5789
  - Water-supply pipes: 36th *Passed* 5423, 8127
- Kedzie Avenue Bridge:
  - Construction over S&S Canal: increase in allocation of MFT funds *Passed* 5499 State approval *Noted* 5620
  - Easement agreements:
    - Construction over S&S Canal *Passed* 5412-16 *See* 5922
    - S. Branch of Chgo. River *Passed* 6207

- Kedzie Avenue Bridge:
  - Lease w. of IC RR. Co. R/W for temporary parking for L&P Broadcasting Co. *Passed* 5411-12
- Kedzie Boul:
  - Parking restricted (specified hours):
    - Altgeld (400 ft. n.—w. service drive) *Ref* 6108-09
    - Altgeld to Logan Boul. (w. curb of w. service drive) Eliminating Ordnce. *Ref* 6109 *Rejected* 6333
- Keeler Av.:
  - Building demolitions:
    - 1000 S. *Passed* 5455, 5542
    - 1356 S. (partially demolished) *Passed* 6461
  - Carnival or street fair permit bet. 63rd and alley (n.) [Kildare Civic and Social Club] *Passed* 5945
  - Sidewalks—57th to 58th Pl. *Ref* 6055 *Passed* 6225
  - Spec.-assess. foreclosures: 1401 S. *Passed* 6286-87
- Kelly, Edward A.: Death memorial *Adopted* 5964-65
- Kelly, John J.: Death memorial *Adopted* 5563-64
- Kelly Park Trojan Band: Commendation extended for participation in Orange Bowl Game *Adopted* 7216
- Kelly, Thomas J.: Death memorial *Adopted* 7992-93
- Kenmore Av.:
  - Carnival permit bet. Sunnyside and Wilson [Uptown Chamber of Commerce] *Passed* 7787
  - Property acquired (4840-52 N.) Dept. of Urban Renewal *Passed* 8119
- Kennedy (John F.) Expressway (*See* Superhighways)
- Kennedy, Joseph P.: Death memorial *Adopted* 6444-45
- Kennedy (Joseph P. Jr.) School for Exceptional Children: Financial statement *Filed* 5854-55
- Kennefick, Joseph: Spec.-assess. settlement: *Passed* 5398
- Kenton Av.: Water-supply pipes: Chicago to Superior *Passed* 5924
- Kenwood Av.:
  - Street vacations:
    - 47th to 113 ft. e. [Dept. of Urban Renewal] *Passed* 5675-77
    - 60th to 61st [Dept. of Urban Renewal (Project 60th-Cottage Grove)] Draft Ordnce. *Noted* 7980
- Keporos, John G.: Zoning-reclassification request [12-J] *Ref* 5884
- Kerber's Moving and Storage: Lease agreement with Dept. of Air Pollution Control *Def* 6089-91 *Passed* 6241-43
- Kerfoot Av.: Site designation at Vincennes for school-park designation *Ref* 5882
- *Kerr, Harvey L.* vs. *City et al.*: Corp. Cnsl. comc. on U.S. Ct. of Appeals decision *Filed* 7994
- Keystone Av.:
  - Parking prohibited (all times):
    - Lawrence (alley n.—both sides) *Ref* 6032
    - Lawrence (alley n.—e. side) *Passed* 7965
  - Parking restricted (specific hours):
    - 1739 N. at alley to RR. R/W (east side) *Rejected* 5281
    - 4551 N. (Wilson, side entrance to alley e.) *Ref* 6033
- Kilbourn Av.:
  - Parking prohibited (all times):
    - Iowa to Rice (w. side) *Passed* 7965
    - Iowa to Walton *Ref* 6414
    - Kenton to Montrose (e. side) *Ref* 7800
  - Parking prohibited (specified hours):
    - Haddon (60 ft. s. to 60 ft. s.—west side) *Passed* 5448
    - 14th (20 ft. n. to 40 ft. n.—w. side) *Passed* 5276-77
    - 14th (20 ft. n. to 124 ft. n.—e. side) *Passed* 5276-77
    - 14th (20 ft. s. to 36 ft. s.—w. side) *Passed* 5276-77
    - 14th (163 ft. n. to 105 ft. n.—w. side) *Passed* 5276-77
  - Parking restricted (specified hours): 14th W. (369 ft. s. to 106 ft. s. thereof—east side) *Rejected* 5281
  - Paving—58th to 59th *Ref* 5184 *Passed* 5445
  - Water-supply pipes: Bryn Mawr to Rogers *Passed* 5509
- Kildare Av.:
  - Building demolition 4418 N. *Passed* 5704-05
  - Parking prohibited (all times):
    - Wabansia (20 ft. n. to 217 ft. n.—e. side) Eliminating Ordnce. *Ref* 6032
    - Wabansia (347 ft. n. to 118 ft. n.—e. side) Eliminating Ordnce. *Ref* 6032
  - Parking prohibited (specified hours):
    - Wabansia (20 ft. n. to 217 ft. n.—e. side) Eliminating Ordnce. *Passed* 7966
    - Wabansia (347 ft. n. to 118 ft. n.—e. side) Eliminating Ordnce. *Passed* 7966
  - Parking restricted (specified hours): Bloomingdale to Cortland (both sides) Eliminating Ordnce. *Ref* 6415 *Passed* 7968
- Kildare Civic and Social Club: Carnival or street-fair permit *Passed* 5945
- Kilpatrick Av.:
  - Spec.-assess. foreclosures:
    - 5207 S. *Passed* 5410
    - 6113 S. *Passed* 6383-84
- Kimball Av.:
  - Parking prohibited (all times): Belmont to Kennedy Expwy. (exit ramp—e. side) *Ref* 7975
  - Parking prohibited (specified hours): Belmont to 200 ft. n. (e. side) *Ref* 8304
- Kimbark Av.:
  - Building demolition 8022 S. *Passed* 6339
  - Sidewalk-art fair permit at 56th to 57th [57th St. Art Fair Assn.] *Passed* 5341
  - Street vacations:
    - 47th to 113 ft. e. [Dept. of Urban Renewal] *Passed* 5675-77
    - 60th to 61st [Dept. of Urban Renewal (Project 60th-Cottage Grove)] Draft Ordnce. *Noted* 7980
- Kimbark Plaza: Water furnished to 53rd from specified premises *Ref* 7783
- King (Dr.) Center (Chicago Association for Retarded Children): Berean Baptist Church License-fee exemption *Ref* 8316
- King Dr. (Dr. Martin Luther, Jr.):
  - Channelization at 26th 1965-3 (Project No. 554) allocation of MFT funds *Passed* 5763-64 State approval *Noted* 5967
  - Electrical installations to newsstand at 64th (n.e. cor.) *Ref* 6111
  - Lease at 4620 S. for Chgo. Committee on Urban Opportunity [Mt. Pisgah Baptist Church] *Passed* 6269
  - Property acquisition at 79th (s.e. cor.) for library site *Passed* 5416, 6080
- King, Norah: Spec.-assess. settlement: *Passed* 5398
- Kingsbury St.:
  - Switch tracks:
    - Blackhawk (28 ft. n.w.) [CMStP&P RR. (Sipi Metals Corp.)] *Ref* 7786 *Passed* 8273
    - Clifton and Wisconsin [Turtle Wax, Inc.] *Passed* 5248 acceptance and bond *Noted* 5620
    - Division, s.e. of [S.B. Penick & Co. (C.P.C. International, Inc.)] *Ref* 5792 *Passed* 5935 *Journal correction* 6238
    - Larrabee [Citation Box and Paper Co.] *Ref* 5291-92 *Passed* 5438 acceptance and bond *Noted* 5966
    - Larrabee (n.w. of) [Hanchett Paper Co.] Repealing Ordnce. *Ref* 5885 *Passed* 6099-6100
    - Ogden connecting with CMStP&P RR. [Richheimer Coffee Co.] *Ref* 5705 *Passed* 5857-58 acceptance and bond *Noted* 6254
    - Ontario, s. of [Wallace Business Forms, Inc.] *Ref* 5792 *Passed* 5936-37 acceptance and bond *Noted* 6188
    - Willow (n.w.) [Ferguson & Lange Foundaries, Inc.] acceptance and bond *Noted* 5320

- Kinzie St:
  - Loading platform at 109-15 W. [Consolidated Foods Corporation] *Ref* 7983 *Passed* 8270
  - Parking prohibited (all times):
    - Morgan (alongside 400 N.) *Ref* 6551
    - Morgan (20 ft. w. to 95 ft. w.—n. side) *Passed* 7965
  - Parking prohibited (specified hours): Cicero (90 ft. e. to 80 ft. e. —n. side) *Ref* 5283 *Passed* 5600
- Kitchen Expositions, Inc.: Lease at Navy Pier *Passed* 6276-81
- Klefstad Engineering Co., Inc.: Avigation easement over lands adjacent to Chicago-O'Hare International Airport *Passed* 5195
- Klein Brothers Real Estate Co., Inc.: Street opening *Passed* 5251-52
- Klinger, Lawrence E.: Reappointment (Rehabilitation of Persons, Comn. for) *Ref* 6186 *Approved* 6310
- Klingler, Joseph: Spec.-assess. settlement *Passed* 5398
- Knights of Columbus (Madonna Council): Carnival or street-fair permit *Passed* 5701-02
- Knox Av.:
  - Conduits:
    - Parkway n. to Chicago Roto Print Co. [W. F. Hall Printing Co.] *Ref* 5344 *Passed* 5523-24 acceptance and bond *Noted* 5810
    - Wellington(s) to manhole [W. F. Hall Printing Co.] *Ref* 5344 *Passed* 5523-24 acceptance and bond *Noted* 5810
  - Parking prohibited (all times):
    - Addison to Cornelia (both sides) Eliminating Ordnce. *Ref* 6458
    - Cornelia (282 ft. s. to 30 ft. s.—w. side) *Ref* 5869 *Passed* 6328
    - Wilson (235 ft. n. to 55 ft. n.—w. side) *Passed* 5276-77
    - 2200 N. Eliminating Ordnce. *Ref* 6032
  - Parking prohibited (specified hours): 2200 N. Eliminating Ordnce. *Passed* 7966
  - Spec.-assess. foreclosure: 5220 S. *Passed* 6070
- Kobler, (Ph.D.) Frank J.: Reappointment (Rehabilitation of Persons, Comn. for) *Ref* 6186 *Approved* 6310
- Kolbert, (Rev.) Jerome A.: Invocation *Noted* 6473
- Komensky Av.:
  - Building demolitions:
    - 1458 S. *Passed* 5542
    - 1628 S. *Passed* 5343-44
  - Parking prohibited (specified hours): Archer to 49th (both sides) *Passed* 5600
  - Paving—32nd to 33rd *Ref* 8311
- Koon, Gerald: Zoning-reclassification request [8-H] *Ref* 5969 *Def* 6304 *Passed* 6426
- Korda, Frank A.: Zoning-reclassification request [7-N] *Ref* 7854
- Korer, Howard et al.: Lease to City *Passed* 7904, 7909
- Kostner Av.:
  - Acquisition of property at Flournoy for MFT channelization *Def* 6299-6302 *Passed* 6422-25
  - Building demolitions:
    - 1408 S. *Passed* 5343-44
    - 3328 N. *Passed* 8314
  - Parking prohibited (all times):
    - Diversey to alleys n. and s. (both sides) *Ref* 8303
    - Rice (55 ft. s. to 20 ft. s.—w. side) *Ref* 5696 *Passed* 6024
    - 63rd to alley n. to alley s. thereof (both sides) *Rejected* 5281
  - Speed limit: Bryn Mawr to Peterson *Ref* 6034
- Kowalski, Edward A.: Lease to City *Passed* 5381-86
- Kozak, John: Spec.-assess. settlement *Passed* 5399
- Kozel, George: Lease at Navy Pier *Passed* 5391
- Kraftco Corp.: Conduits *Ref* 5705 *Passed* 5857 acceptance and bond *Noted* 6054
- Kramer (H) & Co.:
  - Pipes Repealing Ordnce. *Ref* 6478 *Passed* 7225
  - Vacation of alley *Passed* 5861
- Kraml Dairy, Inc.: Alley vacation Draft Ordnce. *Passed* 5541
- Krieger, Bessie and Cecile Rodman: Lease *Ref* 6091 *Passed* 6464
- Kringas, John P.:
  - Oath of Office *Noted* 7853
  - Reappointment (Zoning Bd. of Appeals) *Ref* 6443 *Approved* 7219
- Kronon, John A. et al.: Zoning-reclassification request [11-J] *Ref* 5565 *Def* 5663 *Rejected* 5805
- Krska, (Ald.) Joseph J.:
  - Absence from Council meeting *Noted* 6441, 6473, 6559
  - Death memorial *Adopted* 7211-13
- Kucharski, Felix F.: Death memorial *Adopted* 7754
- Kuta, (Ald.) Frank J.:
  - Absence from Council meeting *Noted* 5617
  - Environmental Control, Com. on: membership *Def* 6593 *Adopted* 7235
  - Port of Chicago, Wharves and Bridges, Com. on: Vice-Chairman *Def* 5239 *Adopted* 5347-48
- "L" road (*See* elevated railroad)
- L & P Broadcasting Co.:
  - Easement agreements for construction of S. Kedzie Av. bridge *Passed* 5412 *See* 5922
  - Lease to City and Illinois Central RR. Co. for temporary parking purposes during construction of Kedzie Av. bridge *Passed* 5411-12
- L V O Cable, Inc.: Franchise agreement to operate Community Antenna Television Systems within the City *Ref* 7855
- Laborers' and Retirement Board Employees' A&B Fund:
  - Appropriation for 1970 *See* 52, 527 (Note 6638)
  - Estimates for 1970 revenue *See* 9 (Note 6638)
  - Pension code amendment: Gen. Assem. urged to enact [H-B 1817 and 1818] *Def* 5594 *Noted* 5717
- LaCrosse Av.: Parking prohibited (specified hours); Archer to 51st (both sides) Eliminating Ordnce. *Ref* 6227 *Passed* 7966
- Lafayette Av.:
  - Building demolition 5609 S. (garage in rear) *Passed* 6235
  - Parking prohibited (specified hours):
    - 92nd to 85 ft. n. of 93rd (w. side) *Passed* 6329
    - 93rd to 185 ft. n. of 94th (w. side) *Passed* 6329
    - 95th to Wentworth (w. side) *Passed* 6329
- Laflin St.:
  - Building demolitions:
    - 6142 S. *Passed* 8309-10
    - 6535 S. (rear) *Passed* 8309-10
    - 6352 S. *Passed* 8309-10
  - Carnival permit bet. 18th and 19th [Pilsen Neighbors] *Passed* 5606
  - Conduits for flasher-light signals over CB&Q RR. tracks *Ref* 6555 *Passed* 8268-70
  - Switch track: Bishop (westerly—46th to 47th) [Thompson Farms Co.] *Ref* 7784
- Laflin Street Sewer System: Auxiliary outlet sewers construction (Contract No. 2) transfer MFT Fund to Sewer Bond Fund *Passed* 6292 State approval *Noted* 6447
- Lagen, George: Zoning-reclassification request [28-H] *Ref* 5969
- Lake Front Ordinance (1969): *Ref* 5882-83 *Def* 6013-14 *Passed* 6121-50 *Noted* 7852, 7994
- Lake-Maplewood Redevelopment Project [*listed under* Urban Renewal, Dept. of]
- Lake Meadows Associates: Conduits *Ref* 7980 *Passed* 8272

- Lake Michigan:
  - Construction of cooling towers in Zion, Illinois (Commonwealth Edison Co.) *Ref* 5787 *Noted* 6226
  - Distribution of detergent products containing phosphates prohibited *Ref* 8315
- Lake Shore Dr.:
  - Banks to LaSalle Dr.: local improvements (Project No. 557) allocation of MFT funds *Passed* 5503 State approval *Noted* 5620
  - Bellevue Pl. to Oak: local improvement (Project No. 557) allocation of MFT funds *Passed* 5503 State approved *Noted* 5620
  - Parking prohibited (specified hours): Lake Shore Dr. to Michigan (local n. side) *Ref* 5339 *Passed* 5600
- Lake Shore Dr. Bridge: Rehabilitation and repair over Main Branch of Chgo. River; allocation of funds *Passed* 5845-46 State approval *Noted* 5967, 6561 *Amended* 6386
- Lake St.:
  - Parking restricted (specified hours):
    - Central to Pine (both sides) Eliminating Ordnce. *Ref* 6415 *Passed* 7968
    - Central to Pine (n. side) Eliminating Ordnce. *Ref* 9304
    - 5812-62 W. Eliminating Ordnce. *Passed* 7968
  - Spec.-assess. foreclosure: 3446 W. *Passed* 5410
- Lake St. Bridge: Rehabilitation and redecking over S. Branch of Chicago River: increase in allocation of MFT funds State approval *Noted* 5180
- Lakeside Bank:
  - Depositary of City/school funds *Passed* 7294
  - Depository for Model City Program Fund *Passed* 6193
- Lakeside Pl.: Parking prohibited (all times): Sheridan (300 ft. e. to 40 ft. e.—n. side) *Passed* 5276-77
- Lakeview Av.: Cannon Dr. (intersection) and Diversey Pkwy. *Ref* 7984
- Lakeview Center (Chicago Association for Retarded Children), House of the Good Shepherd: License-fee exemption *Ref* 8316
- Lake View Trust and Savings Bank:
  - Depositary of City/school funds *Passed* 7294
  - Depository for Model City Program Fund *Passed* 6193
- Lakewood Av.:
  - Paving—Wrightwood to Schubert; Diversey to Belmont *Ref* 8314
  - Street closing: 5200 N. (block) [North Shore Baptist Church] *Passed* 5707
  - Street vacation s. of Irving Park Rd. [C.H.A.] *Passed* 5262-63
  - Switch tracks:
    - Connecting with CMStP&P RR., s. of Diversey Pkwy. [I.T.T. Continental Baking Co.] *Ref* 5345 *Passed* 5523 acceptance and bond *Noted* 5966
    - Diversey to Schubert [Peerless Confection Co.] *Ref* 6462 *Passed* 7223
- Lally, Edward: Appointment (Rehabilitation of Persons, Comn. for) *Ref* 6186 *Approved* 6310
- Lamon Av.:
  - Water-supply pipes:
    - Ainslie to Gunnison *Passed* 5924
    - Gunnison *Passed* 5924
- Land Clearance Commission: (*See* Urban Renewal, Dept. of)
- Landmarks: (*See* Historical Landmarks)
- Landrum and Brown: consulting engineer's report (Chicago-O'Hare International Airport) *Filed* 8007-17
- Lane Tech High School: presentation of football trophy by Mayor *Noted* 6442
- Langdon, Mary:
  - Appointment (Chgo. Plan Commission) *Approved* 5271
  - Oath of office *Noted* 5357
- Langley Av.:
  - Building demolition 4744 S. *Passed* 5453
  - Lease at 7458 S. for Infant Welfare Station [Abrom Morgan] *Passed* 6492
- Langley Av.:
  - License-fee exemption *Ref* 6463 *Passed* 6500
  - Parking prohibited (all times): 109th to 111th (both sides) *Ref* 7367
  - Water-supply pipes: 108th *Passed* 6390
- LaRabida Children's Hospital and Research Center:
  - Building permits (free) *Ref* 6119 *Passed* 6205
- Laramie Av.:
  - Covered bridge or passageway N. of Moffat [Central Soya Co., Inc.] *Ref* 6237 *Passed* 6312-13 acceptance and bond *Noted* 7755
  - Parking prohibited (all times): Fullerton to Montana (w. side) *Ref* 6227 *Rejected* 7972
  - Parking restricted (specified hours): Archer (alley n. to Belt RR.—both sides) *Rejected* 5695
  - Spec.-assess. foreclosures: 4407 S. *Passed* 7923
- Larrabee Court Associates: property purchase from Dept. of Urban Renewal (No. 69-DUR-47) *Def* 5275 *Passed* 5352
- Larrabee St.:
  - Carnival or street-fair permits:
    - Lincoln (s.n. alley) [Lincoln Central Assn.] *Passed* 5706
    - Mohawk (n.s. alley) [Lincoln Central Assn.] *Passed* 5706
  - Water-supply pipes: North to Webster *Passed* 7328
- Larry Corporation:
  - Spec.-assess. settlement: *Passed* 5399, 5405-06 (2), 5749-50 (4), 5753-54 (2), 5917-19 (7), 6074-77 (4), 6374-76 (7), 6380 (3), 7914-16 (5), 7920-21
- LaSalle-Madison Hotel Co.: Coal chutes and ash hoist *Ref* 5285 *Passed* 5439 acceptance and bond *Noted* 5728
- LaSalle National Bank (Tr.):
  - Avigation easement over lands adjacent to Chicago-O'Hare International Airport *Passed* 5195-96
  - Depositary of City/school funds *Passed* 7294
  - Depository for Model City Program Fund *Passed* 6193
  - Lease at 5200 S. Harper *Def* 6091 *Passed* 6243
  - Loading platform *Ref* 8314
  - Spec.-assess. settlement: *Passed* 6376
  - Vacations of alleys:
    - Cottage Grove, Evans, Marquette Rd, 67th Draft Ordnce. *Noted* 7803
    - Eugenie, Larrabee, Mohawk, North *Passed* 5596-97
    - Harding, Lake, Pulaski, C&NW Ry. R/W, *Passed* 5671
    - Erie, Green, Halsted, Kennedy Expwy. R/W Draft Ordnce. *Noted* 5608
  - Vacations of streets:
    - Caldwell: Cicero to 161.48 ft. s.e. [American Natl. Bank and Trust Co. (Tr.)] *Passed* 5470 *Noted* 5811
    - Green: Erie to Halsted Draft Ordnce. *Noted* 5608
    - Ogden: Larrabee to Mohawk *Passed* 5596-97
  - Vault acceptance and bond *Noted* 5180
  - Zoning-reclassification requests:
    - [7-F] *Ref* 7854
    - [13-G] *Ref* 5969 *Def* 8263
- LaSalle Parking Corp.: Parking site operation agreement: LaSalle (120 N.) *Ref* 7217 *Def* 7340 *Passed* 7461-68
- LaSalle-Randolph Garage Corp:
  - Lease at Navy Pier *Def* 5426-27 *Passed* 5548-49
  - Parking site operation agreement: Superior (259 E.) *Ref* 7217 *Def* 7340 *Passed* 7448-55
- LaSalle St.:
  - Leases:
    - 30 N. for Committee on Utilities [Draper and Kramer, Inc.] *Passed* 7904, 7906
    - 640 N. for Commission on Human Relations [Chrysler Realty Corp.] *Passed* 5825, 5829
    - 640 N. for Dept. of Human Resources [Chrysler Realty Corp.] *Passed* 5834, 5837 *Def* 6014-15 *Passed* 6152-59

- LaSalle St.:
  - Leases:
    - 640 N. for Model Cities Program [Chrysler Realty Corp.] *Passed* 5829-34 *Def* 6015
  - Parking prohibited (specified hours):
    - 93rd to 95th (both sides) *Passed* 6329
    - 95th to 97th (both sides) *Passed* 6329
  - Water pipes at 221 N. to Chicago River [Lurie Co.] *Ref* 5943 *Passed* 6098 acceptance and bond *Noted* 6359
- LaSalle Street Bridge: Rehabilitation and redecking: increase in allocation of MFT funds *Passed* 5499 State approval *Noted* 5620
- Lasker & Hillstrom, Inc.: Zoning-reclassification request [9-J] *Ref* 6189 *Rejected* 6468
- Laskowski, (Ald.) Casimir C.:
  - Absence from Council meeting *Noted* 6051
  - Aviation, Committee on: Chairman *Def* 5239 *Adopted* 5347
- Latrobe Av.:
  - Paving—54th to 55th *Ref* 5625 *Passed* 5868
  - Water-supply pipes: Archer *Passed* 6454
- Laurino, (Ald.) Anthony C.:
  - Absence from Council meeting *Noted* 5725, 7791
  - License, Committee on: Chairman *Def* 6593 *Adopted* 7235
- Lavergne Av.:
  - Parking prohibited (specified hours): Addison to Roscoe *Ref* 6227
- Lavin (R.) & Sons, Inc., et al.: Easement agreements for construction of S. Kedzie Av. bridge *Passed* 5412 *See* 5922
- **Law, Department of:**
  - Appointment of Corporation Counsel *Ref* 7848 *Approved* 8001-02
  - Appropriation for 1970 *See* 21, 39, 59, 117-124, 443, 551 (Note 6638)
  - Corporation Counsel communications:
    - Appellate Court decisions:
      - *Algozino, Phillip* vs. *Police, Board of, City of Chicago, et al. Filed* 5623
      - *Allen, Theodore A.* vs. *Bd. of Appeals of City of Chgo. Filed* 7756
      - *American National Bank and Trust Co., et al.* vs. *City Filed* 5469
      - *Bluhm, Jerome B.* vs. *City, et al. Filed* 5469
      - *Brewton, Theodore C. Jr.* vs. *Civil Service Comn. et al. Filed* 6255
      - *Chicago Title and Trust Co. (Tr.), Oscar W. Berkson et al.* vs. *City Filed* 5181
      - *Daley* vs. *Jack's Tivioli Lounge et al. Filed* 7756
      - *Daley* vs. *McMullen Filed* 7218
      - *Davern, William E., Jr.* vs. *Civil Service Comn. Filed* 6189
      - *Dever, Peo. ex rel., et al.* vs. *O. W. Wilson, et al. Filed* 5181-82
      - *Dvorson, Nathan* vs. *City et al. Filed* 7756
      - *Dziewatkowski, John* vs. *City et al. Filed* 5357
      - *Evans* vs. *Daley Filed* 7994
      - *Guaranty Bank & Trust Co. (Tr.) et al.* vs. *City Filed* 5730
      - *Harmon, Bernadine* vs. *City Filed* 7378-79
      - *Hart Bldg. Corp., et al.* vs. *City Filed* 6254-55
      - *Hawkonsen, ex. rel.* vs. *James B. Conlisk et al. Filed* 7794-95
      - *Hutter, John A. Jr., et al.* vs. *City Filed* 5565
      - *Johnson, Emil* vs. *City Filed* 5182
      - *Lion Specialty & Properties, Inc.* vs. *City et al. Filed* 5182
      - *Manager et al.* vs. *City Filed* 7994
      - *McElroy* vs. *Cahill Filed* 5968
      - *Mid-West Emery Freight System, Inc., et al.* vs. *City Filed* 7854
      - *Nugent, Agatha* vs. *City Filed* 5469

- **Law, Department of:**
  - Corporation Counsel communications:
    - Appellate Court decisions:
      - *Olson, Roland A.* vs. *City Filed* 5730
      - *People ex rel. American National Bank & Trust Co. (Tr.)* vs. *Sidney D. Smith, Comr. of Bldgs. Filed* 5565
      - *People ex rel. Cronin* vs. *Cahill, et al. Filed* 5968, 7756
      - *People ex rel. Ryan* vs. *Civil Service Comn. et al. Filed* 6447-48
      - *Provus, et al.* vs. *City Filed* 6189
      - *Roth* vs. *City Filed* 7854
      - *Stevens, Thaddeus L.* vs. *City et al. Filed* 7794-95
      - *Sundin* vs. *Hughes Filed* 5182
      - *Victor Manufacturing Co.* vs. *City Filed* 5565
      - *933-35 N. State Corp.* vs. *Mayor et al. Filed* 6189
    - Circuit Court decisions: *Exchange National Bank, et al* vs. *City Filed* 5623
    - Supreme Court (Ill.) decisions:
      - *Brown, Joseph I., Jr. et al.* vs. *City, et al.* Filed 5622
      - *Johnkol, Inc., et al.* vs. *City Filed* 5182
      - *Lawrence, Richard et al.* vs. *City Filed* 5623
      - *Meyer, Karl* vs. *City Filed* 6478
      - *Shelton, L. C. et al.* vs. *City et al. Filed* 5623
    - Various court decisions:
      - *Berg, Jacob Oscar* vs. *Casimir Cwiklinski et al.*: U.S. Court of Appeals *Filed* 5968
      - *Collum, Curtis* vs. *Frank A. Butler et al.*: U.S. Court of Appeals *Filed* 7854
      - *Kerr, Harvey L.* vs. *City et al.*: U.S. Court of Appeals *Filed* 7994
      - *Linnear* vs. *White*: U.S. Court of Appeals *Filed* 7994
      - *McCrimmon, Carolyn S. et al.* vs. *Mayor et al.*: U.S. Court of Appeals *Filed* 6360
      - *Schnell et al.* vs. *City et al.* U.S. Court of Appeals *Filed* 5182
      - *Skolnick, Sherman H. et al.* vs. *Mayor et al.*: U.S. Court of Appeals *Filed* 5968
  - Council direction for action:
    - Distribution of detergent products containing phosphates prohibited in lake *Ref* 8315
    - Illinois Central RR.: Opposition to fare increase *Ref* 7391 *Passed* 7961-62
  - Lawsuit settlements, etc.: *Ref* 5183, 5238, 5434, 5470, 5585, 5621, 5731, 5783, 5854, 5970, 6089, 6190, 6302, 6361, 6448, 6457, 6591, 7379, 7781, 7856, 7996, 8153
  - Transfer of funds (1969) *Passed* 6479
- Lawler Av.: Street vacation: 44th to GM&O RR. R/W [Chgo. Park Dist. and C.H.A.] *Passed* 8284-85
- Lawless, (Dr.) Theodore Kenneth: Congratulations extended for his work in field dermatology *Adopted* 8307-08
- Lawndale Av.:
  - Parking prohibited (specified hours): Hayford to 76th Pl. (w. side) Eliminating Ordnce. *Passed* 5601, 5692
  - Pavement repairs: Lawndale from 79th to 87th (Project No. 620) (MFT) *Passed* 5767-68 State approval *Noted* 5967
  - Sidewalks:
    - 75th Pl. to 110 ft. s. of Hayford; 77th Pl. to 79th (w. side) *Ref* 6449 *Passed* 7229-30
    - 79th to 425 ft. n. (e. side) *Ref* 6449 *Passed* 7229-30
  - Speed limit: Addison to Belmont *Rejected* 5602
  - Water-supply pipes:
    - 79th to 79th Pl. *Passed* 6004
    - 80th to 82nd Pl. *Passed* 6004
- Lawndale National Bank:
  - Depositary of City/school funds *Passed* 7902
  - Depository for Model City Program Fund *Passed* 6193
- Lawrence Av.:
  - Lease at 3723-39 W. for Police Garage [Harris Trust and Savings Bank] *Passed* 7298

- Lawrence Av.:
  - Parking prohibited (all times):
    - Sheridan Rd. (160 ft. e. to 60 ft. e.—s. side) *Passed* 6328
    - Winthrop (50 ft. w. to 60 ft. w.—n. side) *Ref* 5603 *Passed* 6024
    - 933 W. (20 ft. w. of 941—s. side) *Ref* 5941
    - 933-41 W. Eliminating Ordnce. *Ref* 5941 *Passed* 6328
    - 1100 W. *Eliminated* 5276-77
- Lawrence Avenue Sewer System: Contract No. 2; auxiliary outlet sewers (joint MFT and Sewer Bond Fund) *Passed* 5769 State approval *Noted* 5967
- Lawrence, (Maj.) Robert H., Jr.: Name designation for Chicago Housing Authority Project on W. 65th St. *Adopted* 5946
- Lawrence Hall, Inc.: License-fee exemption *Ref* 6463 *Passed* 7914
- Leamington Av.:
  - Parking prohibited (specified hours): Elston to alley s. (both sides) *Ref* 5283
  - Parking restricted (specified hours): Elston to alley s. (both sides) *Passed* 5601
- Leamington Avenue Sewer System:
  - Contract No. 3-B: Execution of easement agreement with Belt Ry. Co. *Passed* 5848-50
  - Easement agreement for construction across private property of grantor (B. and P. Motor Express Inc.) (Contract No. 3B) *Passed* 5224-25
- Leasing Occupation Tax Act (*See under* Occupation tax)
- Leavitt Cooperative Day Nursery (Onward Neighborhood House) License-fee exemption *Passed* 5218
- Leavitt St.:
  - Building demolition 700 S. *Passed* 5288-89
  - Parking prohibited (all times): North (e.w. alley n.—e. side) *Ref* 5696 *Passed* 6024
  - Parking prohibited (specified hours): Wabansia to 110 ft. s. (both sides) *Ref* 5697
  - Parking restricted (specified hours):
    - Wabansia (20 ft. s. to 35 ft. s.—w. side) *Passed* 6026
    - Wabansia (30 ft. s. to 80 ft. s.—e. side) *Passed* 6026
  - Paving—3300 S. block *Ref* 5539 *Passed* 5678
  - Speed limit: 2800-3000 N. *Rejected* 7973
- Lebanon Lutheran Church: Building permits (free) *Ref* 5612 *Passed* 5642-43
- Leclaire Av.: Street vacation; 44th to GM&O RR. R/W [Chgo. Park Dist. and C.H.A.] *Passed* 8284-85
- Lee (Joy), Lora Lynn & Pearl's Gift Shop: Sidewalk-sale permit *Passed* 5704, 5948
- Lee, William A.:
  - Appointment of Commissioner *Ref* 5176-77 *Def* 5338 *Approved* 5463
  - Oath of office *Noted* 5564
- Left turns [*listed under* Traffic regulations]
- Legislation, State (*See* State Legislation)
- Legislative Reference Bureau [*listed under* City Council]
- Leland Av.:
  - Building demolition 901-03 W. *Passed* 6463
  - Parking prohibited (all times):
    - Clarendon (50 ft. e. to 70 ft. e.—s. side) *Passed* 6328
    - Clarendon (80 ft. e. to 80 ft. e.—s. side) *Ref* 5696
- Leo High School: Basketball trophy presentation as fourth place winner *Noted* 5176
- Leonard, George E. III, Agent Chrysler Realty Corp.: Zoning-reclassification request [24-G] *Ref* 5884 *Def* 6306 *Rejected* 6439
- Lerner Communications Corp.: Franchise to operate community antenna in City, etc. *Ref* 6361
- Leverone, Nathaniel: Death memorial *Adopted* 5619
- Levin & Berger: Zoning-reclassification request [26-B] *Ref* 5469 *Def* 5664 *Rejected* 5805
- Levitt, (Dr.) LeRoy P.:
  - Appointment (Health, Board of) *Ref* 7752 *Approved* 7799
  - Oath of Office *Noted* 7993
- Lewanski, Henry: Zoning-reclassification request [9-N] *Ref* 5358 *Def* 5591 *Passed* 5713
- Lexington St.:
  - Art Fair and sidewalk-sale permit bet. Loomis and Lytle [Near West Side Community Committee] *Passed* 5870
  - Building demolitions:
    - 2841 W. *Passed* 5947
    - 3244 W. (garage in rear) *Passed* 6418
    - 3626 W. *Passed* 5542
- Liberty St.: Street vacation Miller to Blue Island [Dept. of Urban Renewal et al.] Draft Ordnce. *Noted* 6036
- Libin, Evelyn: Spec.-assess. settlements (6) *Passed* 5399-5400 (4), 5406
- Libraries: Tax levy increase for cities over 500,000 [S.B. 541] Gen. Assem. urged to enact *Def* 5241 *See* 5349
- Library, Chicago Public (*See* Chicago Public Library)
- Library, Municipal Reference (*See* Municipal Reference Library)
- Library Fund—Buildings and Sites:
  - Appropriation for 1970 *See* 44, 490-491 (Note 6638)
  - Estimates for 1970 revenue *See* 7 (Note 6638)
  - Schedule of estimate for net taxes (1970) *See* 12 (Note 6638)
  - Tax-anticipation warrants (1970) issuance and sale *Def* 7779 *Passed* 7835-36
  - Transfer of funds (1969) *Passed* 6264
- Library Fund—Maintenance and Operation:
  - Appropriation for 1970 *See* 44, 492-502 (Note 6638)
  - Estimates for 1970 revenue *See* 7 (Note 6638)
  - Schedule of estimates for net taxes (1970) *See* 12 (Note 6638)
  - Tax-anticipation warrants (1969) issuance and sale *Passed* 5637-39, 5823-24, 6450-51
  - Tax-anticipation warrants (1970) issuance and sale *Def* 7779 *Passed* 7835-36
- License, Committee on:
  - Appropriation for 1970 *See* 17, 80 (Note 6638)
  - Membership assignments *Def* 5239, 6591-93 *Adopted* 5347, 7235
- License Appeal Commission: Appropriation for 1970 *See* 26, 272-273 (Note 6638)
- Licensed Pilots & Tugmen's Pension Fund: Lease at Navy Pier *Passed* 5392
- Licenses:
  - Corporate authorities empowered to license and tax all business; excludes those engaged in dissemination of news, etc.: Gen. Assem. urged to enact [H.B. 1257] *Def* 5522 *Noted* 5614
  - Municipalities authorized to license and regulate businesses, etc. (amendment): Gen. Assem. urged to enact [H.B. 1808] *Def* 5521 *Noted* 5613
- Lifts (hoists) [*listed under* Alleys or Streets *or names of permittees*]
- Lincoln, (Rabbi) David:
  - Congratulations extended for service to Jewish Community, etc. *Adopted* 5611
  - Invocation *Noted* 5465
- Lincoln Av.:
  - "No Parking—Street Cleaning" signs removal Belden to Clark *Rejected* 5603
  - Parking restricted (specified hours): 5317 N. *Rejected* 5450
  - Sidewalk-sale permit bet. Belmont & Ashland [Lincoln-Belmont-Ashland Business Association] *Passed* 5706
  - Street fair permit (2200 N. block) [North Side Cooperative Ministry *Passed* 5292
- Lincoln-Belmont-Ashland Business Association: Sidewalk-sale permit *Passed* 5706
- Lincoln Central Association: Carnival or street-fair permits *Passed* 5706
- Lincoln Park Conservation Community Council: Appointment of members (12) *Filed* 5177
- Lincoln Park Co-Operative Nursery School: License-fee exemption *Ref* 5545 *Passed* 5578

- Lincoln Park Renewal Corporation: Building permits (free) *Ref* 8316
- Lincoln Park Ritz Garage, Inc.:
  - Lease agreement with Dept. of Air Pollution Control *Def* 6089 *Passed* 6241
  - Zoning-reclassification request [7-F] *Ref* 5565 *Def* 6020 *Rejected* 6181
- Lincoln Park West: Sidewalk-art fair permit bet. Lincoln and Menomonee [Old Town Triangle Assn.] *Passed* 5456
- Linder Av.: Paving—51st to 52nd to 712 ft. s. *Ref* 6562-72 *Passed* 8294
- *Linnear* vs. *White*: Corp. Cnsl. comc. on U.S. Ct. of Appeals decision *Filed* 7994
- *Lion Specialty & Properties, Inc.* vs. *City, et al.*: Corp. Cnsl. comc. on Appellate Court decision *Filed* 5182
- **Liquor, alcoholic:**
  - Closing hours: special use variation granted to retailers by Zoning Bd. of Appeals, etc. *Ref* 5544
  - License Appeal Comn. [*separate heading*]
  - Restriction of number of retailer's licenses to one license for every 2,000 persons, etc. *Ref* 5292
  - Restriction of number of retailer's licenses within one sq. mile *Noted* 5286
  - Restriction of number of retailer's licenses within one sq. mile (report as to status) *Filed* 5339
  - Suspension of license, etc.: Gen. Assem. urged to enact [H.B. 1801] *Def* 5594 *Noted* 5716
- Liquor Control (Local) Commissioner:
  - Appropriation for 1970 *See* 26, 271 (Note 6638)
  - Transfer of funds (1969) *Passed* 6479
- Lissner Corp.:
  - Switch tracks:
    - North Branch s.e. of Bliss *Ref* 5543 *Passed* 5667-68 acceptance and bond *Noted* 5966
    - North Branch w. of Ogden connecting with CMStP&P RR. Co. *Ref* 5705 *Passed* 5857 acceptance and bond *Noted* 5966
- Lithuanian Jesuit Fathers (Jesuit Fathers of Delostrada): Building permits (free) *Ref* 7985 *Passed* 8114
- Lithuanian Montessori Society of America: License-fee exemption *Ref* 5545 *Passed* 5578
- **Load limitations:**
  - (*See subheading* General *for miscellaneous data*)
  - Albany Av.: Columbus to 77th *Ref* 5452 *Passed* 5693
  - Alleys: Chicago to Rice (e.w. alley—Leavitt to Western) *Ref* 5941 *Rejected* 6333
  - Altgeld St.: Halsted to Lincoln *Passed* 6332
  - Argyle St.: Cumberland to Delphia *Passed* 5449
  - Arlington Pl.: 400 W. (block) *Ref* 7977
  - Armitage Av.: Damen, Kennedy Expwy. (area-survey) *Ref* 5941
  - Avers Av.: Armitage to Fullerton *Passed* 6029
  - Avers Av.: Byron to Parkview terr. *Ref* 6033 Passed 9770
  - Avondale Av.: Winchester to Wood *Passed* 6332
  - Belden Av.:
    - Austin to Central *Passed* 5279
    - Central Park to Springfield *Passed* 6029
    - Laramie to Long *Ref* 5536 *Passed* 5693
  - Berwyn Av.: East River Rd. to Pueblo *Passed* 6029
  - Bryon St.: Central Park to Parkview Terr. *Passed* 7970
  - Carmen Av.: Chester to Delphia *Passed* 5449
  - Central Park Av.: Elston to Waveland (cu-de-sac s.) *Ref* 6033 *Passed* 7970
  - Chester Av.: Argyle to Foster *Passed* 5449
  - Dakin St.: Pulaski to Springfield *Ref* 6033 *Passed* 7970
  - Damen Av.: 35th to 36th *Ref* 7976 *Rejected* 5602
  - Dayton St.: Diversey Pkwy. to Wrightwood *Passed* 7970
  - Delphia Av.: Argyle to Foster *Passed* 5449
  - Dickens Av.:
    - Avondale to Damen *Passed* 6332
    - Central Park to Springfield *Passed* 6029
    - Laramie to Lockwood *Ref* 5536 *Passed* 5693
- **Load limitations:**
  - Ewing Av.:
    - 106th to 114th *Ref* 5697
    - 112th to 114th (except C T A) *Passed* 6332
  - Fillmore St.:
    - California to Kedzie *Passed* 7970
    - California to Sacramento *Ref* 6552
  - Francisco Av.:
    - Fillmore to Roosevelt *Ref* 6552
    - Roosevelt to Taylor *Passed* 7970
  - Fulton St.: Austin Boul. to Central *Ref* 6228 *Passed* 7970
  - Grace St.: Central Park to Parkview Terr. *Passed* 7970
  - Hamilton Av.: Archer to 37th *Passed* 7970
  - Hamlin Av.:
    - Armitage to Fullerton *Passed* 6029
    - Grace to Irving Park Rd. *Ref* 5869 *Passed* 6092
  - Harding Av.:
    - Belden to Fullerton *Passed* 6029
    - 2300 N. (block) *Ref* 5536
  - Henderson St.:
    - Paulina to Ravenswood *Passed* 7970
    - Paulina to Wood *Ref* 6228
  - Honore St.: Armitage to Avondale *Passed* 6332
  - Hoyne Av.: Archer to 37th *Passed* 7970
  - Juneway Terr.: Sheridan Rd. (city limits w.) *Ref* 6033
  - Keating Av.: 77th to 79th *Ref* 7977
  - Kenneth Av.: 79th to 77th Pl. *Ref* 7976
  - Kilpatrick Av.: 77th to 79th *Ref* 7977
  - Kinzie St.: W. 1024-1040 *Ref* 6335
  - Latrobe Av.: Fullerton to Grand *Ref* 5536 *Passed* 5693
  - Lawndale Av.:
    - Armitage to Fullerton *Passed* 6029
    - Irving Park Rd. to Parkview Terr. *Ref* 6033 *Passed* 7970
  - Leavitt St.: Archer to 37th *Passed* 7970
  - Lill Av.:
    - Altgeld (800 W.—blocks) *Ref* 6033
    - Halsted to Lincoln *Passed* 6332
  - Lincoln Av.: N. 2735 *Ref* 6335
  - Lockwood Av. Fullerton to Grand *Ref* 5536 *Passed* 5693
  - Long Av.: Fullerton to Grand *Ref* 5536 *Passed* 5693
  - Lorel Av.: Fullerton to Grand *Ref* 5536 *Passed* 5693
  - Major Av.: Fullerton to Grand *Passed* 5279
  - Mango Av.: Fullerton to Grand *Passed* 5279
  - Marmora Av.: Fullerton to Grand *Passed* 5279
  - Mason Av.:
    - Fullerton to Grand *Passed* 5279
    - Lake to Madison *Passed* 7970
  - Mayfield Av.: Lake to Madison *Ref* 6228 *Passed* 7970
  - McLean Av.: Central Park to Hamlin *Passed* 6029
  - Menard Av.:
    - Fullerton to Grand *Passed* 5279-80
    - Lake to Madison *Ref* 6228 *Passed* 7970
  - Mildred Av.: Diversey Pkwy. to Wrightwood *Passed* 7970
  - Monitor Av.: Fullerton to Grand *Passed* 5279-80
  - Monticello Av.:
    - Elston to Parkview Terr. *Ref* 6033 *Passed* 7970
    - Fullerton to Palmer *Passed* 6029
  - Morgan St.: 59th to 63rd *Ref* 5536 *Rejected* 5695
  - Mozart St.: Fillmore to Roosevelt *Ref* 6552 *Passed* 7970
  - Narragansett Av.: Austin, Belmont, Diversey (area) *Ref* 7977
  - Nelson St.:
    - Racine to Southport *Passed* 7970
    - 1300 W. (block) *Ref* 6228
  - Ohio St.:
    - Damen to Oakley Boul. *Ref* 6596 *Passed* 7971

**Load limitaions:**
- Ohio St.:
  - Damen to Western Eliminating Ordnce. *Ref* 6596 *Passed* 7971
  - Damen to Western *Ref* 5786 *Passed* 6332
- Palmer St.:
  - Central to Mango *Rejected* 5281
  - Central Park to Springfield *Passed* 6029
  - Laramie to Long *Ref* 5536 *Passed* 5693
- Parkside Av.:
  - Fullerton to Grand *Passed* 5279-80
  - Lake to Madison *Ref* 6228 *Passed* 7970
- Ridgeway Av.:
  - Belden to Fullerton *Passed* 6029
  - Irving Park Rd. to Parkview Terr. *Ref* 6033 *Passed* 7970
- St. Joseph Av.: Chester to Delphia *Passed* 5449
- Schubert Av.: Dayton to Sheffield *Passed* 7970
- Seeley Av.: 35th to 37th *Passed* 7970
- Shakespeare Av.: Central Park to Hamlin *Passed* 6029
- Southport Av.: Fullerton to Wellington *Ref* 6228 *Rejected* 7973
- Spaulding Av.:
  - 49th to 51st *Ref* 5941
  - 51st to RR. n. *Passed* 6029
- Springfield Av.:
  - Belden to Fullerton *Passed* 6029
  - Irving Park Rd. to Parkview Terr. *Ref* 6033 *Passed* 7970
  - 2300 N. (block) *Ref* 5536
- State St.: 61st (75 ft. s. to 143 ft. s.—e. side) *Ref* 6335
- Waller Av.: Lake to Madison *Ref* 6228 *Passed* 7970
- Waveland Av.: Central Park to Parkview Terr. *Passed* 7970
- West End Av.: Austin Boul. to Central *Ref* 6228 *Passed* 7970
- Wilton Av.: Diversey Pkwy. to Wrightwood *Passed* 7970
- Winchester Av.: Armitage to Avondale *Passed* 6332
- Winnemac Av.: Chester to Delphia *Passed* 5449
- Winona Av.: Chester to Delphia *Passed* 5449
- Wolcott Av.: Armitage to Avondale *Passed* 6332
- Wolfram St.:
  - Lakewood to Southport *Passed* 6332
  - 1300 W. (block) *Ref* 6033
- Wood St.:
  - Armitage to Avondale *Passed* 6332
  - Armitage to Cortland *Ref* 5536 *Passed* 6029
- Wrightwood Av.:
  - Halsted to Sheffield *Passed* 7970
  - 800 W. (block) *Ref* 6335
- 25th St.: Western to first alley w. (s. side) *Ref* 6335
- 35th St.: Archer, 37th and Damen (area) *Ref* 6458
- 36th St.: Damen to Leavitt *Passed* 7970
- 71st St.: Ashland to Damen *Ref* 6109 *Rejected* 7973
- 78th St.: Cicero to Kenton *Ref* 7977
- 108th St.:
  - Avenue O to Burley *Ref* 5340 *Rejected* 5695
  - Burley to State Line Rd. *Passed* 5601-02
  - Ewing to State Line Rd. *Ref* 5283 Eliminating Ordnce. *Passed* 5601-02
- 130th St.: St. Lawrence, King Dr., 134th *Rejected* 6031

Loading platforms [*listed under* Alleys, *locations or names of permittees*]

**Loading zones:**
- Addison St.:
  - 953-55 W. *Ref* 8305
  - 1242 W. *Ref* 6228 *Rejected* 7973
- **Albany Av.:**
  - Addison to 50 ft. n. (w. side) *Ref* 7782
  - 21st Pl. (20 ft. n. to 130 ft. n.—e. side) Eliminating Ordnce. *Passed* 7970

**Loading zones:**
- Alleys: Blue Island (1850-52 S.—50 ft.—rear) *Ref* 7976
- Artesian Av.:
  - Devon, 2424 W. to alley n. *Rejected* 6031
  - 1545 N. *Eliminating* 6029
- Ashland Av.:
  - Diversey Pkwy. (390 ft. s. to 85 ft. s.—e. side) *Passed* 6027
  - 2717 N. *Ref* 5697
  - 8545 S. *Ref* 6227
  - 86th (130 ft. n. to 35 ft. n.—e. side) *Passed* 7968
- Barry Av.: Cicero (20 ft. w. to 30 ft. w.—n. side) *Ref* 8305
- Belmont Av.:
  - Pine Grove (95 ft. w. to 45 ft. w.—n. side) *Passed* 7969
  - 510 W. *Ref* 6228
  - 1447 W. *Eliminated* 5278-79
- Bosworth Av.: Wabansia (20 ft. s. to 30 ft. s.—w. side) *Passed* 7969
- Broadway:
  - Belle Plaine (85 ft. s. to 35 ft. s.—w. side) *Eliminated* 5278-79
  - 5050 N. (area—add 75 ft.) Amendatory Ordnce. *Ref* 7367
- Bryn Mawr Av.: Artesian (105 ft. w. to 50 ft. w.—n. side) *Eliminated* 6028
- Cabrini St.: Clinton (220 ft. e. to 30 ft. e.—s. side) *Eliminated* 5278-79
- California Av.:
  - Rosemont (20 ft. s. to 50 ft. s.—west side) *Passed* 5448
  - 939-945 N. *Ref* 7855
  - 4300 N. *Ref* 7367
- Calumet Av.: Cullerton (120 ft. n. to 50 ft. n.—e. side) *Eliminated* 5278-79
- Cambridge Av.:
  - Diversey (60 ft. n. to 50 ft. n.—w. side) *Eliminated* 5278-79
- Campbell Av.: Irving Park (70 ft. n. to 35 ft. n.—w. side) *Passed* 5278
  - Diversey Pkwy. (100 ft. n.) *Ref* 7855
- Carpenter St.: 742 N. Eliminating Ordnce. *Passed* 7970
- Cermak Rd.:
  - Wolcott (290 ft. e. to 25 ft. e.—s. side) *Passed* 6027
  - 1827 W. *Ref* 5697
- Chicago Av.:
  - Dearborn (95 ft. e. to 125 ft. e.—s. side) *Eliminated* 6028
  - 30 E. *Eliminated* 6028
  - 1826 W. (20 ft.) *Rejected* 5602
  - 2024 W. *Eliminated* 5278-79
- Cicero Av.: 3208 N. *Ref* 6109
- Clark St.:
  - Pratt (20 ft. s. to 35 ft. s.—w. side) *Passed* 5278
  - 3405-09 N *Ref* 8305
  - 3807 N. *Eliminated* 5278-79
- Cottage Grove Av.: 4712 S. *Eliminated* 6028
- Cullerton St.: 920 W. (driveway to dock area) *Ref* 6596
- Damen Av.:
  - Iowa (20 ft. s. to 30 ft. s.—w. side) *Eliminated* 6028
  - 420-22 N. *Eliminated* 5278-79
- Dayton St.: Clybourn (125 ft. s. to 35 ft. s.—e. side) *Eliminated* 6028
- Dearborn St.: Chicago (125 ft. n. to 25 ft. n.—w. side) Eliminating Ordnce. *Passed* 7970
- Desplaines St.: 506 N. (30 ft.) *Ref* 7976
- Diversey Pkwy.: Lake Shore Dr. (alongside 2800 N.—5 ft. w. of garage exit to 200 ft. e.) *Ref* 7976
- Division St.:
  - Leavitt (90 ft. w. to 25 ft. w.—n. side) *Eliminated* 5278-79
  - 16-20 W. *Eliminated* 5278-79

**Loading zones:**
- Division St.:
  - 1928 W. Eliminating Ordnce. *Passed* 7969
  - 2631 W. *Eliminated* 5278-79
  - 3949 W. *Eliminated* 5278-79
  - 4224-34 W. *Eliminated* 5278-79
  - 4409-21 W. *Ref* 6033 *Rejected* 6333
  - 4832 W. *Eliminated* 5278-79
- Elston Av.: Austin (210 ft. e. to 30 ft. e.—e. side) *Ref* 5604 *Passed* 6331
- Erie St.:
  - LaSalle (55 ft. w. to 45 ft. w.—n. side) *Passed* 6027
  - 148 W. *Ref* 5697
- Ewing Av.: 10543 S. *Ref* 5604 *Rejected* 6031
- Fremont St.: Weed (48 ft. s. to 55 ft. s.—west side) Eliminating Ordnce. *Passed* 5449
- Fullerton Av.:
  - Kedzie Boul. *Service Dr.* (110 ft. e. to 35 ft. e.—south side) *Ref* 5451 *Passed* 5693
  - 2208 W. *Eliminated* 5278-79
  - 2852 W. *Eliminated* 6028
  - 4441-43 W. *Eliminated* 5278-79
  - 4535 W. (driveway to 30 ft. w.) *Ref* 5941 *Rejected* 7973
- Fulton St.: Halsted (80 ft. e. to 60 ft. e.—s. side) *Eliminated* 5278-79
- Germania Pl.:
  - Clark (20 ft. w. to 60 ft. w.—n. side) *Ref* 5451-52
  - Clark (95 ft. w. to 35 ft. w.—n. side) *Passed* 5693
- Grace St.: 810 W. (40 ft.-at driveway) *Ref* 6552
- Grand Av.:
  - Lawndale (60 ft. w. to 25 ft. w.—s. side) *Ref* 6033 *Passed* 6331
  - 2150 W. (alongside 503-11 Leavitt) *Ref* 5697
  - 6022 W. *Eliminated* 5278-79
- Granville Av.: 1110 W. *Ref* 6552
- Green St.:
  - 63rd (80 ft. n. to 50 ft. n.—e. side) *Eliminated* 6028
  - 203-05 N. *Eliminated* 6028
- Greenleaf Av.: Western (70 ft. w. to 40 ft. w.—s. side) *Ref* 6228 *Passed* 7969
- Greenview Av.:
  - Altgeld (85 ft. n. to 35 ft. n.—e. side) *Passed* 6027
  - 2507 (alley adjacent—e. side) *Ref* 5786
- Haddon Av.:
  - Ashland (275 ft. e. to 70 ft. e.—s. side) *Passed* 5601
  - 1521 W. *Ref* 5451
- Halsted St.:
  - 3503-07 N. *Eliminated* 5278-79
  - 3514 N. *Ref* 5697 *Rejected* 6333
- Harding Av.: 26th (50 ft. s.—w. side) *Eliminated* 6028
- Hermitage Av.: 4543 N. *Eliminated* 6028
- Holden Ct.: Harrison (200 ft. s. to 10 ft. s.—east side) *Passed* 5448
- Hoyne Av.: Addison (alongside 2057 W. to 50 ft.—e. side) *Ref* 7782
- Humboldt Boul.: North (20 ft. n. to 30 ft. n.—e. service dr.) *Eliminated* 6028
- Illinois St.:
  - Orleans St. (30 ft. w. to 45 ft. w.—s. side) *Ref* 5451-52 *Passed* 5693
  - 50-52 W. *Eliminated* 5278-79
- Indiana Av.:
  - Marquette Rd. (alongside 200 E.-driveway to 40 ft. n. —e. side) *Ref* 6227
  - Marquette Rd. (30 ft. n. to 50 ft. n.—e. side) *Passed* 7969
- Indianapolis Av.:
  - Ewing (85 ft. w. to 75 ft. w.—s. side) *Passed* 6027
  - 10032-38 S. (75 ft.) *Ref* 5786
- Irving Pk. Rd.: Laramie (185 ft. w. to 40 ft. w.—north side) *Passed* 5448

**Loading zones:**
- Jarvis Av.:
  - 1512 W. *Rejected* 5281
  - 2800 W. (s. side—Temple Menorah) *Ref* 5536
- Karlov Av.: 12 S. *Eliminated* 6028
- Kildare Av.:
  - Wabansia (20 ft. n. to 124 ft. n.—e. side) *Ref* 6033
  - Wabansia (20 ft. n. to 453 ft. n.—w. side) Eliminating Ordance. *Ref.* 6033 *Passed* 7969
  - Wabansia (368 ft. n. to 93 ft. n.—e. side) *Ref* 6033 *Passed* 7969
- King Dr.: 4735 S. *Ref* 5536 *Rejected* 5695
- Kinzie St.:
  - 33-25 W. Kinzie Eliminating Ordnce. *Passed* 7970
  - 1024-40 W. *Rejected* 7973
  - 1446-48 W. *Eliminated* 5278-79
- Lake Shore Dr.: 2800 N. (5 ft. n. of driveway to 60 ft. s.) *Ref* 7976
- Lake St.: 2013 *Eliminated* 5278-79
- Lamon Av.: Division (30 ft. n. to 35 ft. n.—w. side) *Passed* 5278
- Lawrence Av.: 2719 W. *Eliminated* 5278-79
- Leavitt St.: Grand (20 ft. n. to 45 ft. n.—e. side) *Passed* 6027
- Leland Av.:
  - Ravenswood (200 ft. e. to 25 ft. e.—n. side) *Passed* 7969
  - 1756-58 (25 ft.) *Ref* 6552
- Lincoln Av.:
  - Seminary (375 ft. n.e. to 25 ft. n.e.—e. side) *Passed* 7969
  - 2257-59 N. *Eliminated* 6029
  - 2735 N. (40 ft.) *Ref* 8305
  - 3027 N. (30 ft.) *Ref* 8305
- Loomis St.: 8932 S. *Ref* 6415 *Rejected* 7973
- Lowe Av.: 5951-65 S. Eliminating Ordnce. *Passed* 7969
- Loyola Av.: Winthrop (250 ft. e. to 40 ft. e.—s. side) *Passed* 5278
- Madison St.:
  - 2948 W. *Eliminated* 5278-79
  - 2957 W. *Eliminated* 5278-79
- May St.:
  - Chicago (55 ft. n. to 30 ft. n.—w. side) *Ref* 6227 *Passed* 7969
  - Randolph (20 ft. n. to 46 ft. n.—e. side) *Passed* 6027
  - Randolph (85 ft. s. to 50 ft. s.—w. side) *Eliminated* 6028
- McLean Av.: Elston (100 ft. e.) *Ref* 6458
- Milwaukee Av.:
  - Parkside (95 ft. n. to 25 ft. n.—e. side) *Passed* 7969
  - 2915 N. *Ref* 8303
  - 2925 N. *Ref* 8305
  - 5351 N. *Ref* 6109
- Montana St.: 1529-33 W. *Ref* 6228
- Moody Av.: Grand (20 ft. n. to 60 ft. n.—e. side) *Ref* 6228 *Passed* 7969
- Moore St.: 1138-40 N. *Eliminated* 6028
- Nordica Av.: Higgins Rd. (40 ft. n. to 50 ft. n.—west side) *Passed* 5448
- North Av.: Lavergne (145 ft. e. to 65 ft. e.—n. side) *Eliminated* 6028
- Northwest Hwy.: 6660 N. *Eliminated* 5278-79
- Oakley Av.: Roscoe (45 ft. s. to 45 ft. s.—w. side) Eliminating Ordnce. *Passed* 7969
- Ogden Av.: 3824 W. *Eliminated* 6028
- Parkside Av.:
  - Division to alley s. (e. side) *Ref* 5536
  - Division (60 ft. s. to 45 ft. s.—e. side) *Passed* 5693
- Peoria St.: 51st (20 ft. s. to 40 ft. s.—w. side) *Eliminated* 5278-79
- Peterson Av.: 2961 W. *Ref* 6596

**Loading zones:**

- Plymouth Ct.:
  - Congress Pkwy. (30 ft. n. to 30 ft. n.—w. side) *Ref* 7976
  - 431 S. (s. end of bldg. to 50 ft. n.) *Ref* 6109 *Rejected* 6333
- Polk St.: Washtenaw (20 ft. w. to 50 ft. w.—n. side) Eliminating Ordnce. *Passed* 7969
- Potomac Av.: 2333-45 W. *Eliminated* 6028
- Pulaski Rd.: 46th (215 ft. n. to 50 ft. n.—e. side) *Ref* 5697 *Passed* 6027
- Quinn St.:
  - Archer (300 ft. s. to 40 ft. s.—e. side) *Passed* 7969
  - 2731 S. (40 ft.) *Ref* 6256
- Racine Av.:
  - 7247-49 S. *Rejected* 6031
  - 8041-43 S. *Eliminated* 6029
  - 8522 S. *Ref* 6033
  - 85th (210 ft. s. to 40 ft. s.—w. side) *Passed* 6331
- Randolph St.:
  - Clinton to Jefferson (s. side) *Ref* 8305
  - Morgan (45 ft. e. to 40 ft. e.—s. side—service dr.) Eliminating Ordnce. *Passed* 7969
  - 1122 W. (n. side) *Ref* 5869
- Richmond St.: Bloomingdale (40 ft. s. to 40 ft. s.—e. side) *Rejected* 5602
- Roslyn Pl.:
  - Clark (30 ft. e. to 25 ft. e.—n. side) *Passed* 6027
  - Clark (35 ft. e.—n. side) *Ref* 5604
- Sacramento Av.: Peterson (30 ft. s. to 50 ft. s.—e. side) *Passed* 7969
- State St.:
  - 669-71 N. *Eliminated* 6028
  - 61st (75 ft. s. to 143 ft. s.—e. side) *Rejected* 7973
- Stony Island Av.: 64th (105 ft. n. to 40 ft. n.—w. side) *Eliminated* 6028
- Talman Av.:
  - 2800-34 N. *Ref* 8305
  - 2834 N. *Ref* 6596
- Taylor St.: 2540-50 W. *Ref* 6415
- Thorndale Av.: Clark (alley w.—s. side) *Ref* 5697
- Van Buren St.: 1108 W. *Eliminated* 6028
- Walton St.: California (25 ft. w.—n. side) *Eliminated* 6028
- Webster Av.:
  - Lincoln (85 ft. w. to 75 ft. w.—s. side) *Eliminated* 6028
  - 1503 W. (50 ft.) *Ref* 8305
- Wells St.: 643-51 S. *Eliminated* 6029
- Western Av.:
  - Addison (315 ft. s. to 40 ft. s.—e. side) *Eliminated* 6028
  - Arthur (92 ft. n. to 41 ft. n.—e. side) *Eliminated* 6028
  - Barry (50 ft. n. to 25 ft. n.—e. side) *Passed* 6331
  - 2928 N. *Eliminated* 6028
  - 3107 N. *Ref* 6033
  - 81st (100 ft. s. to 35 ft. s.—w. side) *Passed* 6028
- Winnemac Av.: Broadway to 156 ft. w. (n. side) *Ref* 7367
- 5th Av.:
  - California (72 ft. w. to 23 ft. w.—s. side) Eliminating Ordnce. *Passed* 7969
  - 2858 W. *Eliminated* 6028
- 18th St.: 1620 W. *Eliminated* 6028
- 19th St.: 2135 W. *Ref* 7976
- 25th St.:
  - Prairie (20 ft. w. to 105 ft. w. (south side) *Passed* 5449
  - Western to alley w. (s. side) *Passed* 7969
- 36th St.: Ashland (20 ft. w. to 30 ft. w.—n. side) *Ref* 5697 *Passed* 6028

**Loading zones:**

- 42nd St.: 1 to 17 E. *Ref* 5536 *Rejected* 5695
- 51st St.: 1738 W. *Ref* 6458
- 58th St.:
  - Claremont (70 ft. w. to 65 ft. w.—n. side) *Passed* 6331
  - University (85 ft. e.—s. side) *Ref* 5941
  - 2350 W. *Ref* 6033
- 61st St.:
  - 367-69 E. *Eliminated* 6028
  - 1212-16 E. *Eliminated* 5278-79
- 71st St.:
  - Wabash (alongside 7059 S.) *Ref* 6227 *Rejected* 7973
  - 2322-24 E. (40 ft.) *Ref* 5451 *Passed* 5602
- 75th St.: 2430-34 E. *Ref* 5797 *Rejected* 6031
- 76th St.: Yale to 100 ft. e. (s. side) *Ref* 8305
- 79th St.: Normal (90 ft. e. to 25 ft. e.—s. side) *Eliminated* 6029
- 82nd St.: Ashland (60 ft. w. to 30 ft. w.—s. side) *Passed* 7969

**Local Improvements, Board of:**

- Appropriation for 1970 *See* 27, 310-315 (Note 6638)
- Drains and water-service pipes recommendation and estimates: Melvina Av. (S.) etc., System *Passed* 5270-71 Repealing Ordnce. *Ref* 5970-71 *Passed* 6107
- Paving recommendation and estimates:
  - Linder (S.) etc., System *Ref* 6562-72 *Passed* 8294
  - Lorel (S.) etc., System *Ref* 7997
  - McVicker (N.) etc., System *Ref* 7796 *Passed* 8294
  - Olcott Av. (N.) etc., System *Ref* 5470 *Passed* 5681
  - Orange Av. (N.) etc., System *Ref* 5971-81 *Passed* 8291-92
  - Oriole (N.) etc., System *Ref* 7856-66
  - Roscoe St. (W.) etc., System *Passed* 5270
  - Summerdale (W.) etc., System *Ref* 6449 *Passed* 7229
  - Union (S.) etc., System *Ref* 7796 *Passed* 8294
  - 54th St. (W.) etc., System *Ref* 5625 *Passed* 5868
  - 85th (W.) etc., System Repealing Ordnce. *Ref* 5470 *Passed* 5679
  - 108th Pl. (W.) etc., System *Ref* 6257 *Passed* 6406-7
- Sewers recommendation and estimates: 117th St. (E.) etc., System *Ref* 7998-8001
- Sidewalk recommendation and estimates:
  - Cicero Av. (S.) etc., System Repealing Ordnce. *Ref* 6256 *Passed* 6404
  - Hoyne Av. (S.) etc., System *Ref* 5322 *Passed* 5442-43
  - Karlov Av. (S.) etc., System *Ref* 6055 *Passed* 6225
  - Sacramento (N.) etc., System *Ref* 7757 *Passed* 8290
  - 74th St. (W.) etc., System *Ref* 5624 *Passed* 5864
  - 75th Pl. (W.) etc., System *Ref* 6449, 7757 *Passed* 7229-30, 8291
  - 83rd Pl. (W.) etc., System *Ref* 6256 *Passed* 6404
  - 126th St. (E.) etc., System *Ref* 5184 *Passed* 5678-79

Local Industries, Streets and Alleys, Committee on:

- Appropriations for 1970 *See* 17, 81 (Note 6638)
- Membership assignment *Def* 5239 *Adopted* 5347

Local Liquor Control Commissioner [*listed under* Liquor Control (Local) Commissioner]

Local transportation [*listed under* Buses or Subways *or related subjects*]

Local Transportation, Committee on:

- Appropriation for 1970 *See* 17, 59, 81, 549-550 (Note 6638)
- Membership assignment *Ref* 5239, 6591-93 *Adopted* 5347, 7235
- Transfer of funds (1969) *Passed* 6480

Loew's Chicago Hotel Corp: Vault *Ref* 5793 *Passed* 5935-36 acceptance and bond *Noted* 6254

Logan Square Neighborhood Association: Carnival-street fair permit *Passed* 5543

Long, Frank H. and Eva, et al.: Street vacation Draft Ordnce. *Noted* 8313-14

- Long Av.:
  - Carnival-street fair permit bet. Belden and Fullerton [St. Stanislaus B. and M. Church] *Passed* 5543
  - Sidewalks—Archer to 54th (w. side) *Passed* 5270
- Longwood Dr.
  - Parking prohibited (all times): 96th to 97th Pl. (w. side) *Passed* 7965
  - Parking prohibited (specified hours):
    - 96th to 97th Eliminating Ordnce. *Ref* 7231 *Passed* 7967
    - 97th Pl. to 97th (w. side) *Ref* 7231
- Loomis St.:
  - Art fair and sidewalk-sale permit bet. Carbini and Lexington [Near West Side Community Committee] *Passed* 5870
  - Building demolitions:
    - 6817 S. *Passed* 8309-10
    - 6952 S. *Passed* 6233-34
  - Conduits for flasher-light signals over CB&Q RR. tracks *Ref* 6555 *Passed* 8268-70
  - Parking prohibited (all times):
    - 103rd Pl. to 104th (both sides) *Ref* 5282 *Passed* 5599
    - 103rd Pl. to 104th (e. side) Eliminating Ordnce. *Passed* 5600 *Passed* 6024
    - 104th (20 ft. n. to 75 ft. n.—w. side) Eliminating Ordnce. *Passed* 5600
  - Parking prohibited (specified hours):
    - 103rd Pl. to 104th (e. side) *Rejected* 5602
    - 103rd Pl. to 104th (w. side) Eliminating Ordnce. *Passed* 5601
    - 104th (w. side) *Rejected* 5603
  - Site designation at Van Buren (vicinity) for Near West Side High School (Project BE-4) *Adopted* 7380-81
  - Speed limit: 81st to 83rd *Ref* 7978
  - Water-supply pipes: Eleanor to Hillock *Passed* 6584
- Loomis St. Bridge: Construction of new bascule bridge over So. Branch of Chicago River; allocation of MFT funds *Passed* 5499-5550 State approval *Noted* 5620
- Loop Mortgage Corporation: Spec.-assess. settlement *Passed* 5918, 6376 (2), 7921
- Lorefice, Joseph P.: Zoning-reclassification request [12-M] *Ref* 5565
- Lorel Av.:
  - Parking restricted (specified hours): Archer to alley n. (both sides) *Eliminated* 5278
  - Paving—54th to 55th to 12 ft. s. *Ref* 7997
- Lotto, Inc., et al.: Alley vacation *Passed* 5671
- Lotus Av.: Paving—51st to 52nd to 650 ft. s. *Ref* 6562-72 *Passed* 8294
- Louise Burg Hospital [*listed as* Burg (Louise) Hospital]
- Lowe Av.:
  - Acquisition of property at 6314-16 S. for Central-Englewood Health Center *Passed* 6289-90
  - Building demolitions:
    - 5538 S. *Passed* 5540
    - 5758 S. *Passed* 8309-10
    - 5812 S. *Passed* 8309-10
  - Property acquisition at 6312 S. for Central Englewood Health Center Site *Passed* 6080
- Lowell Av.:
  - Parking prohibited (all times): Wabansia (265 ft. s.—w. side) Eliminating Ordnce. *Ref* 6032 *Passed* 7965
  - Parking prohibited (specified hours):
    - Ainslie to Lawrence Amendatory Ordnce. *Ref* 6227
    - Barry to Belmont (w. side) *Ref* 6335
  - Parking restricted (specified hours):
    - Ainslie to Lawrence (both sides) *Passed* 5692 Amendatory Ordnce. *Passed* 7967-68
    - Barry to Belmont (w. side) *Passed* 7967
- Loyola Academy: Football trophy presentation by Mayor *Noted* 6442
- Loyola University:
  - Congratulations extended on centennial anniversary *Adopted* 6044
  - Vacations of alleys:
    - Arthur, Lakewood, Loyola, Sheridan Rd. *Passed* 8276
    - Loyola, Lake Michigan, Winthrop Draft Ordnce. *Noted* 7226-27
- Lumber St.: Street vacation; Halsted (568.75 ft. w.) [CB&Q RR. Co. et al.] Draft Ordnce. *Noted* 5341
- Luna Av.: Paving—51st to 52nd to 776 ft. s. *Ref* 6562-72 *Passed* 8294
- Lung Kai Co.: Vault *Rejected* 5183 *Passed* 5441
- Lupo, (Ald.) Dominic J.:
  - Building and Zoning, Com. on: membership *Def* 5239 *Adopted* 5347
  - License, Com. on: Vice-Chairman *Def* 5239 *Adopted* 5347
- Lurie Co.:
  - Ornamental clock *Ref* 6230 *Passed* 6314 acceptance and bond *Noted* 7755
  - Vault *Passed* 5246 acceptance and bond *Noted* 5810
  - Water pipes (Chicago River) *Ref* 5943 *Passed* 6098 acceptance and bond *Noted* 6359
- Lurye, Sie (d/b/a Sie Lurye's): Lease from City *Passed* 6276
- Lutheran Day Nursery: License-fee exemption *Ref* 5346 *Passed* 5409
- Lutheran Welfare Services of Illinois: License-fee exemptions *Ref* 6120, 8316 *Passed* 6205
- Lydia Children's Home Financial Statement (1969) *Filed* 7960
- Lying-In Hospital [*listed as* Chicago Lying-in Hospital and Dispensary]
- Lynch, Helen: Reappointment (Rehabilitation of Persons, Comn. for) *Ref* 6186 *Approved* 6310
- Lytle St.: Flagpole erection at Polk (s.e. cor.) [St. Francis Xavier Cabrini Hospital] *Ref* 6230 *Def* 6306 *Passed* 6439
- M&M Parking Company:
  - Parking site operation agreements:
    - Rush (506 N.) *Ref* 7217 *Def* 7340 *Passed* 7433-40
    - Rush (875 N.) *Ref* 7217 *Def* 7340 *Passed* 7441-48
- Mace: Submission to analysis for determination of effects on victims (Police Dept.) *Ref* 5701, 6307 (2)
- Mackinaw Av.: Street vacation bet. Burley and 65.32 ft. n. of E. 111th St. [Republic Steel Corp. et al.] Draft Ordnce. *Noted* 6460
- Madison Bank & Trust Co.:
  - Depositary of City/school funds *Passed* 7294
  - Depository for Model City Program Fund *Passed* 6193
- Madison-Canal Development Company: Property purchase from Dept. of Urban Renewal (No. 69-DUR-49) *Passed* 5272-73 *Journal correction* 5318
- Madison-Pulaski business area parking site (*See* Project A-3 *under* Parking Facility (Revenue Bonds))
- Madison St.:
  - Auxiliary outlet sewer construction bet. Dearborn and LaSalle (Construction No. 1-D): transfer MFT Fund to Sewer Bond Fund *Passed* 6292 State approval *Noted* 6447
  - Building demolitions:
    - 2432 W. *Passed* 6236
    - 2437 W. *Passed* 6236
    - 2525 W. *Passed* 6236
  - Leases:
    - 120 W. for Civil Service Comn. [120 Madison Building Assts.] *Passed* 5639
    - 921-23 W. for Chicago's Alcoholic Treatment Center *Passed* 5745
    - 1633 W. for Dept. of Human Resources *Passed* 5487-88
    - 2400 W. for Dept. of Human Resources [The Madison-Western Bldg.] *Passed* 5196-202
    - 3165 W. for Com. on Urban Opportunity [American National Bank & Trust Co. (Tr.)] *Passed* 6269

- Madison St.:
  - Parking prohibited (all times): 3816 W. *Eliminated* 5276-77
  - Parking restricted (specified hours):
    - 5017-25 W. *Eliminated* 5278
    - 5132 W. *Eliminated* 5278
    - 5133 W. *Eliminated* 5278
  - Water-supply pipes: Dearborn *Passed* 5423
- Madison-Western Building: Lease to City *Passed* 5196-202
- Magnet Elementary School: Property site approval (legally described) *Adopted* 5842
- Magnolia Av.:
  - Building demolition 5541 N. *Passed* 6556
  - Parking prohibited (all times): Gunnison to Lawrence (w. side) Eliminating Ordnce. *Ref* 5696 *Passed* 6328
  - Street closing: Balmoral to Catalpa [Unity Lutheran Church] *Passed* 5794
- Main State Bank:
  - Depositary of City/school funds *Passed* 7294
  - Depository for Model City Program Fund *Passed* 6193
- Malhas, (Dr.) Wade: Zoning-reclassification request [12-G] *Ref* 5183 *Def* 5592 *Rejected* 5715
- Mallen, Michael: Zoning-reclassification request [17-O] *Ref* 6255 *Def* 7220 *Passed* 7372
- Malls (pedestrian and parking): annual assessment for maintenance; Gen. Assem. urged to enact [H.B. 1807] *Def* 5594 *Noted* 5716
- *Manger et al.* vs. *City*: Corp. Cnsl. comc. on Appellate Court decision *Filed* 7994
- Mango Av.: Water supply pipes; Berteau *Passed* 5850
- Manistee Av.: Switch track (e.) to PC RR. R/W [Chicago, Rock Island & Pacific RR. Co.] *Ref* 5607 *Passed* 5665-66 acceptance and bond *Noted* 5966
- Manor Av.: Parking prohibited (all times) Giddings to Lawrence (alley s.—e. side) *Ref* 7975
- Manos, Nicholas G.: Zoning-reclassification request [7-N] *Ref* 7995
- Manufacturers National Bank: Depository for Model City Program Fund *Passed* 6193
- Manufacturing Districts [*listed under various* Zoning *headings*]
- Maple Manufacturing Co. and Dept. of Urban Renewal (Project 6-C): Vacation of alley Draft Ordnce. *Noted* 5285 *Passed* 6221-22
- Maplewood Av.:
  - Building demolition 5115 S. (garage) *Passed* 6112
  - Spec.-assess. foreclosure: 1647 N. *Passed* 6287
- Maps and Plats, Bureau of:
  - Appropriation for 1970 *See* 28, 328-329 (Note 6638)
  - City maps: standardize types of prints, adjust prices, etc. *Passed* 6069
  - Sale of City maps authorized at specific prices Amendatory Ordnce. *Ref* 5970
- Marcey St.: Switch track s. of Wisconsin [Metalcraft Corp.] *Passed* 5246-47 acceptance and bond *Noted* 5620
- Marco Drugs: Sidewalk-sale permit *Passed* 6041
- Marcy-Newberry Association, Inc.: License-fee exemption *Ref* 5708, 5795 *Passed* 5744-45, 5844
- Marillac Social Center: License-fee exemption *Ref* 5293 *Passed* 5409
- Marina City Bank:
  - Depositary of City/school funds *Passed* 7294
  - Depository for Model City Program Fund *Passed* 6193
- Marine Dr.:
  - Parking prohibited (all times):
    - Hutchinson (100 ft. n. to 340 ft. n.—w. side) *Ref* 5785 *Passed* 6328 *Journal correction Noted* 6356
    - Junior Terrace (90 ft. n. to 50 ft. n.—w. side) *Ref* 5785 *Passed* 6328
    - Montrose (20 ft. s. to 10 ft. s.—w. side) *Passed* 6328
    - Montrose (30 ft. s.—w. side) *Ref* 5785
    - 5030 N. (30 ft.) *Ref* 5696 *Rejected* 6333
- Marks, Nick: Lease to City *Passed* 7298-7302
- Marovitz, Harold: Zoning-reclassification request [22-E] *Ref* 5969 Amendatory Ordnce. *Def* 6305 *Passed* 6432-38
- Marquette National Bank (Tr.):
  - Zoning-reclassification requests:
    - [16-J] *Ref* 6478
    - [16-M] *Ref* 5848 *Def* 7220 *Passed* 7371
- Marquette Rd.:
  - Building demolitions:
    - 1122 W. *Passed* 8309-10
    - 1148-50 W. *Passed* 8309-10
- Marriott Corp., et al.: Water mains etc. in East River Rd. and Higgins Rd.: agreement with City *Passed* 5225-26
- Marshfield Av.:
  - Parking prohibited (all times): 18th (125 ft. n.—w. side) *Passed* 5692
  - Parking prohibited (specified hours):
    - Byron (20 ft. n. to 40 ft. n.—e. side) *Ref* 6335 *Rejected* 7973
    - 17th (20 ft. s. to 67 ft. s.—w. side) *Passed* 5448
    - 9100 S. (block—both sides) *Ref* 7976
  - Street closing: 60th to 61st [Grace Evangelical Lutheran Church] *Passed* 5789
  - Switch track bet. Marshfield and Bloomingdale (adjoining CMStPP RR. [Garcy Corporation] *Ref* 8313
- Martin, Thomas E.: Congratulations extended on retirement from Dept. of Buildings *Adopted* 6341-42
- Mary Thompson Hospital: License-fee exemption *Ref* 7805 *Passed* 7913-14
- Maryland Av.:
  - Lease at 6317 S. for Dept. of Human Resources [Earl Ross] *Passed* 6492
  - Parking prohibited (all times): 6332 S. Eliminating Ordnce. *Ref* 8304
- Masciopinto, Frank: Occupancy of space *Ref* 6114 *Passed* 6221
- Mason Av.:
  - Parking prohibited (all times): 212 N. Eliminating Ordnce. *Passed* 7965
  - Parking prohibited (specified hours): 51st to 52nd (both sides) Eliminating Ordnce. *Ref* 6335
  - Parking restricted (specified hours): 51st to 52nd (both sides) Eliminating Ordnce. *Passed* 7967
- Masterson, (Right Rev. Monsignor) Donald: Invocation *Noted* 6051
- Material purchased for City [*listed under names of City agencies or contractors*]
- Material Service Corporation et al.: Street vacation Draft Ordnce. *Noted* 8313-14
- Mattick, George: Lease to City *Passed* 7298
- Mau-Glo Day Care Center for Mentally Retarded Children: License-fee exemption *Ref* 8316
- May St.:
  - Building demolitions:
    - 5514 S. *Passed* 8309-10
    - 5808 S. *Passed* 6233-34
    - 6036 S. *Passed* 8309-10
    - 6120 S. *Passed* 8309-10
    - 6355 S. *Passed* 8309-10
    - 6438-44 S. (rear) *Passed* 8309-10
    - 6523 S. *Passed* 7232
    - 6523 S. (front and rear) *Passed* 8309-10
    - 6816 S. *Passed* 6233-34
    - 6845 S. *Passed* 6233-34
    - 6930-32 (front and rear) *Passed* 8309-10
  - Property acquisition at 100th for playlot purposes *Ref* 5703 *Passed* 5846
  - Spec.-assess. foreclosures:
    - 9341 S. *Passed* 6383-84
    - 10619 S. *Passed* 8118-19
    - 10630-36 S. *Passed* 5410
    - 10646-56 S. etc. *Passed* 5410
    - 11256 S. *Passed* 5410
  - Street closing: 11th [Dept. of Urban Renewal] Draft Ordnce. *Noted* 8307
  - Water-supply pipes: Chestnut to Chicago *Passed* 5646

- Mayer, Lyle R.: Reappointment (Lincoln Park Conservation Community Council) *Filed* 5177
- Mayfield Av.:
  - Parking prohibited (specified hours): 51st to 52nd (both sides) Eliminating Ordnce. *Ref* 6335
  - Parking restricted (specified hours): 51st to 52nd (both sides) Eliminating Ordnce. *Passed* 7967
- **Mayor (Richard J. Daley):**
  - Appropriation for 1970 *See* 14-15, 61-62 (Note 6638)
  - Birthday greetings extended *Noted* 5560
  - Budgetary Division:
    - Appropriation for 1970 *See* 14, 66-69 (Note 6638)
    - Transfer of funds (1969) *Passed* 6479, 7256
  - Championship baseball team: presentation of trophy to Schurz High School team *Noted* 5617-18
  - Congratulations to Mayor and others concerning agreement on minority employment, etc. *Ref* 7787
  - Data Processing—Data Center:
    - Appropriations for 1970 *See* 14, 70-74 (Note 6638)
    - Request for a report concerning performance data, etc. for 1969 *Ref* 7783
    - Transfer of funds (1969) *Passed* 6058, 7379
  - Expression of gratitude to City Council on passage of 1970 appropriation ordinance, and Season's Greetings exchanged with Aldermen *Noted* 7241
  - Proxies to affix signatures: notification to City Council *Filed* 5187-88, 5322-23, 5625, 5731, 5885, 6056, 6191-92, 6257-58, 6449, 7254-55, 7796-98, 8081
  - Resumption of Council chair *Noted* 5349
  - Temporarily absent from Council meeting *Noted* 5349
- Mayor's Commission on Human Relations [*listed as* Human Relations, Commission on]
- Mayor's Commission for Senior Citizens [*listed* as Senior Citizens, Mayor's Comm. for]
- Mayor's Committee for Economic and Cultural Development [*listed as* Economical and Cultural Development, Mayor's Committee for]
- Mayor's Office of Inquiry and Information: Appropriation for 1970 *See* 14, 64-65 (Note 6638)
- Maypole Av.: Parking prohibited (all times); Campbell to Western (s. side) *Eliminated* 6025
- Maywood, Village of: Water supply contract with City and Village of Melrose Park Amendatory Ordnce. *Passed* 6520-22
- McCallister, Frank: Appointment (Uptown Conservation Community Council) *Filed* 5177
- McCarthy, M. J.: Zoning-reclassification request [20-I] *Ref* 7756 *Def* 8262
- McCook, Village of: Water-supply contract with City *Passed* 7329-34
- McCormick Place: Connection with Chgo. sewage system to prevent lake pollution (Metropolitan Fair and Exposition Authority) *Ref* 8308
- McCormick Theological Seminary: License-fee exemption *Ref* 6120 *Rejected* 6302
- *McCrimmon, Carolyn S. et al.* vs. *Mayor et al.*: Corp. Cnsl. comc. on U.S. Court of Appeals decision *Filed* 6360
- McDermott, (Very Rev. Msgr.) I.: Reappointment (Rehabilitation of Persons, Comn. for) *Ref* 6186 *Approved* 6310
- McDonagh, Harry F.: Zoning-reclassification request [28-G] *Ref* 7756
- *McElroy* vs. *Cahill*: Corp. Cnsl. comc. on Appellate Court decision *Filed* 5968
- McElvain Mortgage Company: Obtained from the FHA commitment to insure loan for rehabilitation of certain properties in Douglas-Lawndale Area *Passed* 5727-28
- McFetridge, William L.: Death memorial *Adopted* 5178-79
- McGonigle, (Rev.) Gerald: Invocation *Noted* 5355
- McKey & Poague Inc.: Lease to City *Def* 6588-91 *Passed* 7238-41
- McLean Av.: Parking prohibited (all times) Elston to 70 ft. e. (s. side) *Passed* 7965
- McMahon, (Ald.) Edwin H.:
  - Absence from Council meeting *Noted* 5561
  - PFCSS&MI, Com. on: Chairman *Def* 5239 *Adopted* 5347
- McNamara, Robert:
  - Appointment (Human Relations, Commission on) *Approved* 5185
  - Oath of office *Noted* 5564
- McReynolds, Orville: Presentation for saving life of school mate *Noted* 5355
- McVicker Av.:
  - Building demolition 2150 N. *Passed* 6118
  - Carnival or street-fair permit bet. Diversey and s. alley [Holy Trinity Greek Orthodox Church] *Passed* 5792
  - Paving—Balmoral to Foster *Ref* 7796 *Passed* 8294
- Meade Av.:
  - Carnival or street-fair permit bet. Diversey and s. alley [Holy Trinity Greek Orthodox Church] *Passed* 5792
  - Paving—Balmoral to Foster to 196 ft. n. *Ref* 7796 *Passed* 8294
- Medical Center Commission:
  - Vacations of alleys:
    - Ashland Boul., Marshfield, Polk, Taylor Draft Ordnce. *Noted* 6461
    - Congress Pkwy., Harrison, Hoyne, Leavitt Draft Ordnce. *Noted* 5289 *Passed* 6100-01
    - Damen, Grenshaw, Hoyne, Roosevelt Draft Ordnce. *Noted* 5454 *Passed* 6222-23
    - Damen, Harrison, Ogden, Winchester Draft Ordnce. *Noted* 8312
  - Vacation of street Draft Ordnce. *Noted* 5454 *Passed* 6222-23
- **Medical Examination and Emergency Treatment, Department of:**
  - Monthly reports *Placed on File* 5321, 5468, 5621, 5730, 5968, 6189, 6360, 6478, 7756, 7853, 7994
- Medill Av.: Street vacation; Clybourn to C&NW RR. R/W [Ability Products Co. and City of Chgo.] Draft Ordnce. *Noted* 6419
- Meegan, Eugene P.: Spec.-assess. settlement *Passed* 6376-78 (5)
- Melinger, Harvey: Spec.-assess. settlement *Passed* 6075
- Mellon National Bank & Trust Company:
  - Loan notes (temporary) low-bid acceptance (Ill. R-6) (LG) *Passed* 6265-66
  - Project notes No. R-9 (ratified) *Passed* 8083
- Melrose Park, Village of:
  - Water supply contracts:
    - City and Hillside-Berkeley Water Commission Second Amendatory Ordnce. *Passed* 6518-20
    - City and Village of Maywood Amendatory Ordnce. *Passed* 6520-22
    - City and Village of Melrose Park *Passed* 6512-18
- Melvina Av. System: Water-supply pipes; Moody, 51st to 170 ft. s. of 54th *Passed* 5270-71
- Mendell St.:
  - Loading platform adjoining 2001 N. Elston [Sam Trossman, et al.] acceptance and bond *Noted* 5180
  - Tile sewer pipe 180 ft. n.w. of McLean [Horween Leather Co.] *Ref* 5290 *Passed* 5438-39 acceptance and bond *Noted* 5728
- Menomonee St.:
  - Carnival or street-fair permit bet. Lincoln Park West and Orleans [Midwest Buddhist Church] *Passed* 5792-93
  - Sidewalk—art fair permit bet. Sedgwick and Wells [Old Town Triangle Assn.] *Passed* 5456
  - Street closing bet. Sedgwick and Cleveland [Dept. of Urban Renewal] Draft Ordnce. *Noted* 7233
  - Street vacation bet. Sedgwick and Ogden [Dept. of Urban Renewal] Draft Ordnce. *Noted* 7233
- Mercantile National Bank: Depositary of City/school funds *Passed* 7902
- Merchandise National Bank:
  - Depositary of City/school funds *Passed* 7294
  - Depository for Model City Program Fund *Passed* 6193

Mercy Hospital and Medical Center: License-fee exemptions *Ref* 5545, 6601, 7985 *Passed* 5577, 7297, 8114
Merit Co.: Bridge or passageway acceptance and bond *Noted* 5180
Merrionette Pk.: Village of: Water supply contract with City and Garden Homes Sanitary Dist. *Passed* 5226 *Journal Correction* 5562
Metal Box & Cabinet Corporation: Tunnel; Carroll to Cicero (338 ft. e.) *Ref* 7785 *Passed* 8272
Metalcraft Corp: Switch track *Passed* 5246-47 acceptance and bond *Noted* 5620
Metcalfe, (Ald.) Ralph H.:
  Appointment (Northeastern Ill. Metropolitan Area Planning Commission) *Filed* 5808
  Buildings and Zoning, Com. on: Resignation as Chairman *Noted* 6477
  City Council: Resignation as President Pro Tem. *Noted* 6477
  Elected President Pro Tem. of City Council *Adopted* 5238-39
Meters, parking [*separate heading*]
Meters, water [*listed under names of users or locations*]
Methodist Home of Chicago: License-fee exemption *Ref* 6601 *Passed* 7297
Metro News Photo Co.: Lease at Chicago-O'Hare International Airport *Passed* 5370-71
Metropolitan Bank & Trust Co.:
  Depositary of City/funds *Passed* 7294
  Depository for Model City Program Fund *Passed* 6193
Metropolitan Fair and Exposition Authority: Appointment of member *Filed* 5954
**Metropolitan Sanitary Dist. of Greater Chicago:**
  Easements for construction, etc.:
    Cottage Grove R/W for field distribution piping Amendatory Ordnce. *Passed* 6291-92
    Gate chamber at Chicago and Halsted (West Side Intercepting Sewer (Contract No. 8A)) *Passed* 5578
    Sale of water by certain municipalities, etc. (amendment to Act): Gen. Assem. urged not to enact [H.B. 288] *Def* 5243
    Kedzie Av. (S.) bridge *Passed* 5412-16 *See* 5922
  Water supply contract with City and City of Berwyn *Passed* 6508-12
  Water supply contract with City and City of Berwyn Repealing Ordnce. *Passed* 6508
  Water supply contract with City and Village of Melrose Park *Passed* 6512-18
*Meyer, Karl* vs. *City*: Corp. Cnsl. comc. on Supreme Court decision *Filed* 6478
Meyer, Leon: Spec.-assess. settlement *Passed* 6205-06
Meyer, Mary School: License-fee exemption *Ref* 5545 *Passed* 5578
Michigan Av.:
  Elevated sidewalk connecting 540 N. with Grand [Time, Inc.] acceptance and bond *Noted* 5467
  Lease at 4046 S. for Committee on Urban Opportunity [Old St. Elizabeth High School] *Passed* 8101
  Loading platforms at lower level—s. side of Illinois [Chicago Tribune Bldg. Corp] *Passed* 5856 acceptance and bond *Noted* 6188
  Occupancy of space from n. retaining wall to E. Grand [Irving B. Dobkin] *Ref* 5456 *Passed* 5525
  Parking prohibited (all times): Chestnut (80 ft. s. to 25 ft. s.—w. side) *Ref* 5696 *Passed* 6024
  Parking prohibited (specified hours):
    85th to 88th (both sides) *Passed* 6329
    95th to 340 ft. n. of 97th (w. side) *Passed* 6329
Michigan Avenue National Bank:
  Depository for Model City Program Fund *Passed* 6193
  Vacations of alleys:
    Broadway, Fremont, Grace, Sheridan Rd. Draft Ordnce. *Noted* 5292
    Chicago, Fairbanks Ct., Michigan, Superior Draft Ordnce. *Noted* 6342
Michigan Av. Viaduct: Specifications, repair, etc. s. of Chicago River; increase in MFT allocations *Passed* 6078-79 State approval *Noted* 6254
Mid America Management Co.: Loading device assignment from Richard Kamen acceptance and bond *Noted* 6477
Mid-America National Bank: Depositary of City/school funds *Passed* 7902
Mid-Chicago Economic Development Study:
  Grant to conduct study related to program regarding feasibility for manufacture of synthetic carpeting, etc. *Ref* 5962 *Passed* 6195
  Phase III: acceptance of grant for continuance of economic development study *Passed* 6194-95
Mid-City National Bank:
  Depositary of City/school funds *Passed* 7294
  Depository for Model City Program Fund *Passed* 6193
Middleton, (Mrs.) Hunter R.: Reappointment (Uptown Conservation Community Council) *Filed* 5177
Midland Smelting Co: Street vacation Draft Ordnce. *Noted* 5705
Midstate Air Commuter: Lease at Chicago-O'Hare International Airport first amendment agreement *Passed* 5822
Midway Airport, Chicago (*See* Airports)
Midwest Buddhist Church: Carnival or street-fair permits *Passed* 5792-93
*Mid-West Emery Freight System, Inc., et al.* vs. *City*: Corp. Cnsl. comc. on Appellate Court decision *Filed* 7854
Midwest Folding Products Manufacturing Corp.: Switch track *Ref* 5790, 7982 *Passed* 5936, 8272
Midwest Montessori Teacher Training Center, Inc.: License-fee exemption *Ref* 6046, 8316 *Passed* 6072
Mies Van Der Rohe, Ludwig: Death memorial *Adopted* 5965
Mihaljevic, Matthew and Neda: Lease to City *Passed* 5911-12
Miller Airlines: Lease at Merrill C. Meigs Field *Passed* 6067-68
Miller St.:
  Street vacations:
    Maxwell to 14th [Dept. of Urban Renewal et al.] Draft Ordnce. *Noted* 6036
    Roosevelt to Maxwell [Dept. of Urban Renewal et al.] Draft Ordnce. *Noted* 6036
Mills Envelope Co.: Vacation of alley Draft Ordnce. *Noted* 5455 *Passed* 6223-24
Milwaukee-Ashland business area parking site (*See* Project A-3 *under* Parking Facility (Revenue Bonds))
Milwaukee Av.:
  Building demolition 2943 N. *Passed* 6418-19
  Leases:
    2800 N. for Mental Health Center [Evanston Trust & Savings Bank] *Passed* 7765
    4810 N. for Dept. of Human Resources [Wachowski Trust] *Passed* 5202
  Sidewalk-sale permits:
    Damen to Division [Milwaukee Av. Chamber of Commerce] *Passed* 5704
    Kedzie to Ridgeway [Milwaukee-Diversey Chamber of Commerce] *Passed* 5704
  Speed limits:
    Canal to Chicago *Passed* 5694
    Canal to Foster Eliminating Ordnce. *Ref* 5452 *Passed* 5694
    Division to Foster *Ref* 5452 *Passed* 5694
Milwaukee Avenue Chamber of Commerce: Sidewalk-sale permit *Passed* 5704
Milwaukee-Diversey Chamber of Commerce: Sidewalk-sale permit *Passed* 5704
Ming, William R.: Oath of office *Noted* 5564
Miniat (Ed) Inc.: Vacation of alley Draft Ordnce. *Noted* 6461
Minnehaha Av.: Parking prohibited (all times); Devon to first alley n. (w. side) *Ref* 7975

- Minnick, (Mrs.) Harvey O.: Appointment (Uptown Conservation Community Council) *Filed* 5177
- Misericordia Home: License-fee exemption *Ref* 5875 *Passed* 5921
- Mizuno, Ted: Reappointment (Uptown Conservation Community Council) *Filed* 5177
- Moburg, James: Appointment (Lincoln Park Conservation Community Council) *Filed* 5177
- Model Cities Program:
  - Alleged color segregation *Ref* 5871
  - Comprehensive plan:
    - Concentrated effort to provide service covering all governmental, social, industrial and private agencies approval of submission to U.S. Govt. *Ref* 5315 *Def* 5335-36 *Passed* 5458-59 *Amended* 5812-13 Amendatory Ordnce. *Def* 7948-58 *Passed* 8318-27
    - Demonstration program: Authorize acceptance of grant agreement from U.S. Dept. of Housing and Urban Development ($38,159,000) *Ref* 5726 *Passed* 5813-20 (*Journal correction* 5882)
  - Deposit of funds in specified banks *Ref* 6052 *Passed* 6193-94
  - Execution of lease authorized for Police Dept. and Community Service Aide offices *Def* 7958-60 *Passed* 8328
  - New regulations governing Model Area Council Elections *Ref* 6339, 6443, 6550 *Def* 7357-62, 7362-66 *Passed* 7399-7412 *Amended* 7753-54 *Journal Correction* 7783, 7791
- Modern Men's Shop (Chicago Avenue Businessmen's Association): Sidewalk-sale permit *Passed* 5791
- Modrich, Michael C.: Zoning-reclassification request [28-H] *Ref* 5358 *Def* 5593 *Rejected* 5716
- Mohawk St.: Carnival or street-fair permit bet. Armitage and Dickens [Lincoln Central Assn.] *Passed* 5706
- Molloy, (Rev. Msgr.) Patrick J.: Death memorial *Adopted* 7850
- Moloitis, John: Zoning-reclassification request [12-F] *Ref* 5321 *Def* 5591 *Passed* 5713
- Monastery of the Poor Clares: Building permits (free) *Ref* 7985 *Passed* 8114
- Monitor Av.: Parking prohibited (specified hours); 51st to 52nd (both sides) Eliminating Ordnce. *Ref* 6335 *Passed* 7967
- Monroe St.:
  - Building demolition 2853 W. *Passed* 6236
  - Lease to City at 1701 W. for Com. on Urban Opportunity [Community Lutheran Church] *Passed* 6269
  - Pipe lines alongside of 311 W. [Harris Trust & Savings Bank] *Ref* 6337
  - Street vacation bet. Kedzie and 74 ft. w. [Bd. of Ed.] *Passed* 5259
- Mont Clare Congregational Church: Spec.-assess. settlement *Passed* 5750
- Mont Clare-Elmwood Park Chamber of Commerce: Art-fair permits *Passed* 6041
- Montana St.:
  - Parking prohibited (all times): Laramie (alley w.—s. side) *Ref* 6226
  - Parking prohibited (specified hours): Laramie to alley w. (s. side) *Passed* 7966
- Montessori, (Dr.) Maria: Commendation extended for her contributions to field of education *Adopted* 8309
- Montgomery Ward and Co., Incorporated: Tunnel *Ref* 7983 *Passed* 8272-73
- Montgomery Ward Realty Corp.: Vacation of alley *Passed* 6102, 7785-86
- Monticello Av.: Speed limit: Addison to Belmont *Rejected* 5602
- Montrose Av.:
  - Parking prohibited (all times):
    - Milwaukee (132 ft. w. to 125 ft. w.—n. side) *Ref* 5696 *Passed* 6024
    - Milwaukee (181 ft. w. to 90 ft. w.—s. side) *Ref* 5696 820 W. (at driveway) *Ref* 6227 *Rejected* 7972
  - Parking prohibited (specified hours): Cicero (n. to 200 ft. w.—s. side) *Ref* 6335 *Passed* 7966
- Moody Av.: Drains and water-service pipes—51st to 175 ft. s. of 54th *Passed* 5270-71 *Repealing* Ordnce. *Ref* 5970-71 *Passed* 6107
- Moody Church Day Care Center: License-fee exemption *Ref* 6556 *Passed* 6584
- Moreland, William J. and Izora M.: Annexation of territory (petition) *Ref* 6361 (*See* 6419, 7257)
- Morgan, Abrom: Lease to City *Passed* 6492
- Morgan Guaranty Trust Co., Salomon Bros. and Hutzler: Placement bid paid by U.S. for project notes in First and Second Series 1970 *Passed* 7762
- Morgan St.:
  - Building demolitions:
    - 5708 S. *Passed* 8309-10
    - 5714 S. *Passed* 8309-10
    - 5758 S. (garage) *Passed* 6112
    - 6234 S. *Passed* 8309-10
    - 6341 S. *Passed* 7784-85 *Repealed* 8311
    - 6347 S. *Passed* 7784-85 *Repealed* 8311
    - 6520 S. *Passed* 8309-10
  - Paving—110th to 111th *Ref* 5343 *Passed* 5525-26
  - Police parking facility at 1259-1322 S. transferred to Dept. of Urban Renewal *Passed* 5839
  - Vacation of street: Cermak Rd. to s. terminus [CB & Q RR. Co. et al.] Draft Ordnce. *Noted* 5341
- Morton International, Inc.: Switch track *Ref* 5290 *Passed* 5439-40 acceptance and bond *Noted* 5728
- Motion Picture Appeal Board:
  - Appointment of member *Filed* 6052
  - Appropriation for 1970 *See* 23, 191 (Note 6638)
- Motion pictures: License fee amendment *Passed* 8248
- Motor Club Service Corporation: Covered bridge *Ref* 8307
- **Motor Fuel Tax Fund:**
  - (*See also* Arterial Highway System and State Highways)
  - Allocation of funds for use of the Chicago Transit Authority *Ref* 7983
  - Amendment requiring distribution of proceeds as soon as possible after allotment: Gen. Assem. urged to enact [S.B. 342] *Def* 5242
  - Appropriation for 1970 *See* 42, 482 (Note 6638)
  - Bridges, viaducts, etc.:
    - Adams St. Bridge: Reconstruction, redecking, etc. over S. Branch of Chicago River increase in allocation of MFT funds *Passed* 6584 State approval *Noted* 7378
    - Cermak Rd. Bridge: Plans, specifications, repair etc. over S. Branch of Chicago River (increase in allocation) *Passed* 6077-78 State approval *Noted* 6254
    - Damen Av. Viaduct: rehabilitation, redecking etc. (increase in allocation) *Passed* 5756 State approval *Noted* 5966
    - Division St. Bridge: Canal *Passed* 5497-98 State approval *Noted* 5620
    - Execution of agreement with Continental Distributing Co. for payment of damages arising out of construction *Passed* 6385-86
    - Fairbanks Court—Columbus Dr. Bridge: Plans, specifications, etc. over Main Branch of Chicago River (increase in allocation) *Passed* 6078 State approval *Noted* 6254
    - Franklin-Orleans St. Bridge: Rehabilitation and repair over N. Branch of Chicago River *Passed* 5498 State approval *Noted* 5620
    - Grand Av. Bridge: Rehabilitation and repair over N. Branch of Chicago River *Passed* 5498-99 State approval *Noted* 5620
    - Halsted-Kinzie-Wayman Sts. Viaduct: Execution of contract bet. City and railroads for apportionment of costs of construction *Passed* 6501-03
    - Halsted St. Viaduct construction (Kinzie to Wayman Ct.): allocation of funds *Passed* 5756-57 State approval *Noted* 5966 *See* 6501-03
    - Kedzie Av. Bridge over S&S Canal: increase in allocation *Passed* 5499 State approval *Noted* 5620

**Motor Fuel Tax Fund:**

- Bridges, viaducts, etc.:
  - Lake Shore Dr. Bridge: rehabilitation and repair over Main Branch of Chgo. River *Passed* 5845-46 *Amended* 6386 State approval *Noted* 5967, 6561
  - Lake St. Bridge over S. Branch of Chicago River: increase in allocation of funds State approval *Noted* 5180
  - LaSalle St. Bridge: Rehabilitation and redecking; increase in allocation of funds *Passed* 5499 State approval *Noted* 5620
  - Loomis St. Bridge: Construction of new bascule bridge over S. Branch of Chicago River *Passed* 5499-5500 State approval *Noted* 5620
  - Maintenance, repair and painting on arterial streets and highways (1969): allocation of funds *Passed* 5503-05
  - Maintenance, repair and painting of existing bridges, viaducts and related appurtenances on arterial streets, non-arterial streets and highways during 1969: allocation *Passed* 5503-5505 Amending Ordnce. *Passed* 5755 State approval *Noted* 5620, 5966
  - Maintenance, repair and painting (including visual aids, etc.) for 1969: allocation of funds *Passed* 5418-19 State approval *Noted* 5564
  - Michigan Av. Viaduct: Specifications, repair, s. of Chicago River (increase in allocation) *Passed* 6078-79 State approval *Noted* 6254
  - North Av. Bridge: Studies, designs, plans, etc. over North Branch of Chicago River (allocation of funds) *Passed* 6079-80 State approval *Noted* 6254
  - One Hundredth St. Bridge: Rehabilitation and redecking over Calumet River *Passed* 5500 State approval *Noted* 5620
  - State St. Bridge:
    - Repair and resurfacing over Main Branch of Chicago River *Passed* 5500-01 State approval *Noted* 5620
    - Repair and resurfacing over Main Branch of Chgo. River (allocation of funds increased) *Passed* 5757 State approval *Noted* 5883-84
  - Thirty-fifth St. Bridge: Conversion and construction of superstructure; allocation of funds increased *Passed* 6207-08 State approval *Noted* 6447
  - Underpass improvements (1968):
    - Ashland from 15th to 16th (Project No. 580) *Passed* 5766 State approval *Noted* 5967
    - 47th from Normal to Shields (Project No. 580) *Passed* 5766 State approval *Noted* 5967
    - 51st from Lowe to Shields (Project No. 580) *Passed* 5766 State approval *Noted* 5967
- Channelizations, etc.:
  - Archer and Komensky *Def* 6299-6302 *Passed* 6422-25
  - Archer and Western *Def* 6299-6302 *Passed* 6422-25
  - Ashland and Harrison *Def* 6299-6302 *Passed* 6422-25
  - California, Fifth and Madison *Def* 6299-6302 *Passed* 6422-25
  - Flournoy and Kostner *Def* 6299-6302 *Passed* 6422-25
  - Foster and Kimball *Def* 6299-6302 *Passed* 6422-25
  - Grand and Laramie *Def* 6299-6302 *Passed* 6422-25
  - Grand and Western *Def* 6299-6302 *Passed* 6422-25
  - Ontario and Orleans *Def* 6299-6302 *Passed* 6422-25
  - Peterson and Western *Def* 6299-6302 *Passed* 6422-25
  - Pulaski Rd. and Washington Boul. intersection (Parcels 1 and 2) acquisition of property *Passed* 6388-89 State approval *Noted* 6561, 7755
  - Pulaski Rd. and 31st *Def* 6299-6302 *Passed* 6422-25
  - Pulaski Rd. and 47th *Def* 6299-6302 *Passed* 6422-25
  - Racine Av. bet. Pershing Rd. and 47th: allocation of funds increased *Passed* 5764 State approval *Noted* 5967
  - South Chicago and 83rd *Def* 6299-6302 *Passed* 6422-25
  - Torrence and 130th intersection (Parcels 1, 2, 3 and 4) acquisition of property *Passed* 6388-89 State approval *Noted*, 6561, 7755
  - Vincennes and 115th *Def* 6299-6302 *Passed* 6422-25

**Motor Fuel Tax Fund:**

- Channelizations, etc.:
  - 43rd bet. Ashland and Racine R/W: allocation of funds increased *Passed* 5764 State approval *Noted* 5967
  - (Project No. 547) allocation of funds:
    - California and Pershing Rd. *Passed* 5762 State approval *Noted* 5967
    - California and 43rd *Passed* 5762 State approval *Noted* 5967
    - California and 47th *Passed* 5762 *State* approval *Noted* 5967
    - 43rd w. of Western *Passed* 5762 State approval *Noted* 5967
    - 47th—Western to Western Boul. *Passed* 5762 State approval *Noted* 5967
    - 51st—Western to Western Boul. *Passed* 5762 State approval *Noted* 5967
    - 63rd at Western *Passed* 5762 State approval *Noted* 5967
    - 83rd at Damen *Passed* 5762 State approval *Noted* 5967
  - 1965-3 (designation):
  - (Project No. 471) allocation of funds:
    - Cermak Rd. and Western *Passed* 5760-61
    - Kedzie and Pershing Rd. *Passed* 5760-61
    - Kedzie and 31st *Passed* 5760-61
    - Pulaski Rd.—Cermak Rd. and Ogden *Passed* 5760-61
    - Pulaski Rd. and 26th *Passed* 5760-61
  - (Project No. 497) allocation of funds:
    - Addison and Narragansett *Passed* 5761-62 State approval *Noted* 5967
    - Belmont and Narragansett *Passed* 5761-62 State approval *Noted* 5967
    - California and Diversey *Passed* 5761-62 State approval *Noted* 5967
    - Grand, Leclaire and Armitage *Passed* 5761-62 State approval *Noted* 5967
    - Jackson Boul. and Laramie *Passed* 5761-62 State approval *Noted* 5967
  - (Project No. 550) allocation of funds:
    - Jeffery Boul. at South Chicago and 83rd *Passed* 5762-63 State approval *Noted* 5967, 6561
    - Jeffery Boul. at 79th *Passed* 5762-63 State approval *Noted* 5967, 6561
    - South Chicago at 95th *Passed* 5762-63 State approval *Noted* 5967, 6561
    - 95th at Jeffery Boul. *Passed* 5762-63 State approval *Noted* 5967, 6561
    - 107th at Western *Passed* 5762-63 State approval *Noted* 5967, 6561
    - 115th and Western *Passed* 5762-63 State approval *Noted* 5967, 6561
  - (Project No. 554) allocation of funds:
    - Clark—Congress Pkwy. to Van Buren *Passed* 5763-64 State approval *Noted* 5967
    - Dearborn—Harrison to Congress Pkwy. *Passed* 5763-64 State approval *Noted* 5967
    - King Dr. and 26th *Passed* 5763-64 State approval *Noted* 5967
    - Roosevelt Rd.—Wabash to Michigan *Passed* 5763-64 State approval *Noted* 5967
    - State at Congress Pkwy. *Passed* 5763-64 State approval *Noted* 5967
    - Union at 18th *Passed* 5763-64 State approval *Noted* 5967
    - 47th—ICRR to Lake Shore Dr. *Passed* 5763-64 State approval *Noted* 5967
  - 1966-5 (designation):
    - Damen at 33rd: allocation increased *Passed* 6001-02 State approval *Noted* 6188
    - Michigan at 111th: allocation increased *Passed* 6001-02 State approval *Noted* 6188
    - South Park Way at 35th: allocation increased *Passed* 6001-02 State approval *Noted* 6188

**Motor Fuel Tax Fund:**
- Channelizations, etc.:
  - 1966-5 (designation):
    - South Park Way at 111th: allocation increased *Passed* 6001-02 State approval *Noted* 6188
  - Project No. 610: allocation of funds *Passed* 5766-67 State approval *Noted* 5967, 6561, 7755 *See* 6388-89
  - Project 1966-5: allocation increased *Passed* 6001-02 State approval *Noted* 6188
  - 103rd St.:
    - Claremont to Pulaski:
      - Parcel No. 1—10256 S. Oakley *Passed* 6506-07
      - Parcels No. 5, 6, 28 and 29 (legally described) *Passed* 7774-75
      - Parcels 7 and 11—legally described *Passed* 7388-89
      - Parcel No. 12—2441 W. 103rd *Passed* 6506-07
      - Parcels 12-A and 12-B—2435 and 2437 W. 103rd *Passed* 7327
    - Parcel No. 20—3209-13 W. 103rd *Passed* 7389
      - Parcel No. 21—3215 W. 103rd *Passed* 6507
- Chicago Transit Authority: relocation of certain elevated columns on arterial streets (allocation of funds increased) *Passed* 5757-58 State approval *Noted* 5966-67
- Curb and gutter reconstruction (1970): expenditures *Passed* 7925
- Curb and gutter repairs, reconstruction, etc.:
  - Allocation of funds (1969) *Passed* 6291 State approval *Noted* 6447
  - Project 1969-A: expenditures State approval *Noted* 5320
  - Project 1969-N (non-arterial streets) State approval *Noted* 5320
- Downtown (Loop) Sewer System: Madison; LaSalle to Dearborn (Contract No. 1-D) transfer to Sewer Bond Fund *Passed* 6292 State approval *Noted* 6447
- Estimates for 1970 revenue: *See* 6 (Note 6638)
- Expressway surveillance project (joint): expenditure *Passed* 5848 State approval *Noted* 5967
- Laflin Street Sewer System: Auxiliary outlet sewers construction (Contract No. 2); transfer to Sewer Bond Fund *Passed* 6292 State approval *Noted* 6447
- Lake Shore Dr.:
  - Banks to LaSalle Dr.: local improvement (Project No. 557); allocation of funds *Passed* 5503 State approval *Noted* 5620
- Bellevue Pl. to Oak: local improvement (Project No. 557; allocation of funds *Passed* 5503 State approval *Noted* 5620
- Lawrence Av. Sewer System: Contract No. 2: auxiliary outlet sewers (joint project with Sewer Bond Fund) *Passed* 5769 State approval *Noted* 5967
- Mass transportation: payment for City's share of cost for traffic study (allocation of funds) *Passed* 5847-48 State approval *Noted* 5967
- Motor fuel tax allocation (25%) paid without approval of Dept. of Public Works & Bldgs.: Gen. Assem. urged to enact [S.B. 450] *Def* 5242
- Pavement repairs (1969):
  - Arterial streets, county and state highways: allocation of funds *Passed* 5501 State approval *Noted* 5620
  - Arterial streets, county or state highways State approval *Noted* 5180
  - Arterial streets and highways: allocation of funds State approval *Noted* 5320
  - Ashland and 63rd intersection: allocation of funds increased (Project No. 564) *Passed* 5765-66 State approval *Noted* 5967
  - Birchwood (Clark to Hermitage) *Passed* 5764-65 State approval *Noted* 5967
  - Central bet. Foster and Lake: expenditure *Passed* 5508 State approval *Noted* 5729
  - Devon bet. Milwaukee and Nagel expenditure *Passed* 5508 State approval *Noted* 5729

**Motor Fuel Tax Fund:**
- Pavement repairs (1969):
  - Fullerton bet. Grand and Western: expenditure *Passed* 5508 State approval *Noted* 5729
  - Halsted: 61st to 66th (Englewood Dr., Union Dr.) allocation of MFT funds increased (Project No. 561) *Passed* 5765 State approval *Noted* 5883-84
  - Hermitage (Howard to Rogers) *Passed* 5764-65 State approval *Noted* 5967
  - Lawndale bet. 79th and 87th (Project No. 620) *Passed* 5767-68 State approval *Noted* 5967
  - Non-arterial streets: allocation of funds *Passed* 6082 State approval *Noted* 6254
  - Non-arterial streets: allocation of funds State approval *Noted* 5320
  - Non-arterial streets (section curb and gutter) *Passed* 5501-02 *State* approval *Noted* 5620
  - Pratt bet. Kedzie and Western expenditure *Passed* 5508 State approval *Noted* 5729
  - Rogers (Clark to Hermitage) *Passed* 5764-65 State approval *Noted* 5967
  - Sacramento bet. Belmont and Palmer Sq.: increase in allocation of MFT funds *Passed* 6388 State approval *Noted* 6561
  - Sacramento at Franklin Boul.: expenditure *Passed* 5508 State approval *Noted* 5729
  - Section asphalt pavement (non-arterial streets) *Passed* 5502 State approval *Noted* 5620
  - Streets and street intersections (Project No. 630 Section 1969 W. and RS) *Passed* 5768 State approval *Noted* 5967
  - 31st bet. California and C&IW RR. (Project No. 504): expenditure *Passed* 5507-08 State approval *Noted* 5620
  - 119th bet. Vincennes and Western: expenditure *Passed* 5508, 6081 State approval *Noted* 5729, 6254
- Pavement repairs (1970): Arterial streets and State highways; allocation of funds *Passed* 8125
- Property acquisitions:
  - Kedzie—Diversey to Emmett (for widening, reconstruction, etc.) *Passed* 5505-06 State approval *Noted* 5620, 6188
  - Kedzie: Emmett to Logan Boul. for Logan Sq. Rapid Transit terminal *Def* 5933 *Passed* 6049-50
  - Root: Halsted to Emerald (payment of judgment) *Passed* 6001 State approval *Noted* 6254
- Raising the limit of motor fuel tax funds that may be spent on construction, etc.: Gen. Assem. urged to enact [H.B. 1877] *Def* 5521 *Noted* 5613
- Sewer cleaning and repairs, etc. (1969):
  - Allocation of funds *Passed* 6210-11 State approval *Noted* 6447
  - Expenditures *Passed* 5508-09 State approval *Noted* 5620
  - State approval *Noted* 5180, 5320
- Sewer cleaning and repairs, etc. (1970): Expenditure *Passed* 7775-76 State approval *Noted* 7852
- Snow and ice control maintenance expenditure for 1969 *Passed* 5644, 6507 State approval *Noted* 5180, 7755
- Snow and ice control for 1970: expenditure *Passed* 8125
- Street-cleaning maintenance for 1969:
  - Allocations of funds (arterial streets) State approval *Noted* 5180, 5320
  - Allocation of funds (non-arterial streets) *Passed* 6082 State approval *Noted* 6254
  - Expenditure *Passed* 5502, 6081-82 State approval *Noted* 5620, 6254
  - Expenditure of funds (non-arterial streets) *Passed* 5502-03 State approval *Noted* 5620
- Street-cleaning maintenance for 1970: expenditure *Passed* 8125-26
- Street-lighting maintenance for 1969: allocation of funds *Passed* 5760 State approval *Noted* 5966
- Street lighting maintenance for 1970: allocation of funds *Passed* 8124

**Motor Fuel Tax Fund:**
- Street-markings installation (semi-permanent) on arterial streets: allocation of funds *Passed* 5847 State approval *Noted* 5967
- Traffic-control devices on State highways and arterial streets: construction and installation *Passed* 6000 State approval *Noted* 6188
- Traffic-control devices on state highways and arterial streets for 1970: expenditure *Passed* 8124-25
- Traffic signal lights:
  - Maintenance and operation (1969): allocation of funds *Passed* 5758 State approval *Noted* 5996
  - Stony Island Av.: 93rd allocation of funds increased *Amended* 5508
  - Street lighting and traffic signal poles painting (1969): allocation of funds *Passed* 5759-60 State approval *Noted* 5966
- Wacker Dr. from Michigan to Lake (allocation of funds for extension and improvement) *Passed* 6084 State approval *Noted* 6254

Motor Fuel Tax Fund Analyses for 1968 *Filed* 5730

Motor Vehicle Parking Facility (*See* Parking Facility, Motor Vehicles also Airports)

**Motor vehicles (general):**
- Abandoned motor vehicles (enforcement of regulations) *Ref* 5707, 8264
- Buses and bus lines [*separate heading*]
- Establishment of a new system of registration: Gen. assem. urged to enact [S.B. 983] *Def* 5521 *Noted* 5613
- Load limitations [*separate heading*]
- Load restrictions in downtown district *Ref* 7805
- Loading zones [*separate heading*]
- Motorbuses (*See* Buses and bus lines)
- Notification to owners of impounding vehicles, etc.: Gen. Assem. urged to enact [H.B. 1798] *Def* 5594 *Noted* 5716
- Parking [*separate heading*]
- Parking lots [*listed under* Parking of vehicles]
- Passenger (public vehicles ordnce.): Age requirement for public chauffeur's license lowered to 18 *Ref* 7996
- Penalty for abandoned automobiles *Ref* 8310
- Reduction of license fees for senior citizens *Ref* 7981
- Speed limitations [*listed under locations*]
- Taxicab stands [*separate heading*]
- Traffic regulations [*separate heading*]

Mount Greenwood Bank:
- Depositary of City/school funds *Passed* 7294
- Depository for Model City Program Fund *Passed* 6193

Mount Greenwood Chamber of Commerce: Sidewalk-sale permits *Passed* 5789

Mount Olive Lutheran Church: Building permits (free) *Ref* 5795 *Passed* 5845

Mount Pisgah Baptist Church: Lease to City *Passed* 6269

Mount Sinai Hospital Medical Center: Building permits (free) *Ref* 5292, 6421 *Passed* 5408, 6453

Mozart St.: *Service drive* designation bet. Fullerton and 125 ft. n. *Rejected* 5450

Mueller, Hildamary Evans: Property purchase from Urban Renewal, Dept. of (No. 68-DUR-96) *Ref* 6252 *Def* 6413 *Passed* 6471-72

Mulligan Av.:
- Building demolition 2160 N. *Passed* 5609, 6118
- Water-supply pipes:
  - Giddings to Gunnison *Passed* 6508
  - Gunnison to Strong *Passed* 6004

Municipal Building Bonds:
- Board of Junior College, District No. 508: issuance and sale ($15,000,000) *Passed* 8081-82
- Tax levy ($12,000,000) amendment *Passed* 6474-75 *Journal correction* 6559, 7752 *Pub. noted* 6561, 7378 *Filed* 7794

Municipal Building Bonds (1966): Appropriation for 1970 *See* 48, 523 (Note 6638)

**Municipal Code of Chicago:**
- Amendments:
  - Chapter 9A [Department of Nutritional Needs]: Creation *Ref* 6361
  - Chapter 11 [Police, Department of] Section 36.1 (Choice of personal hand weapon) *Ref* 6463
  - Chapter 14 [Dept. of Streets and Sanitation]: Section 1422 (transfer of functions of Bureau of Forestry) etc. *Ref* 6444 *Def* 6546-47 *Passed* 6625-26
  - Chapter 17 [Air Pollution Control, Dept. of]:
    - Repealing Ordnce. *Ref* 6444 *Def* 6523-46 *Passed* 6602-25
    - Sections (new) 1.1 to 1.14 incl. (creation) *Ref* 6444 *Def* 6523-46 *Passed* 6602-25
    - Section 20 (limit consideration of appeals) *Noted* 6338-39
    - Sections 24, 25 (3) (a), 74 (3) (a) (emission of of particulate matter, sulfur dioxide limitation, period of grace) *Ref* 6419
    - Section 25 (3) (a): sulfur dioxide limitation in coal *Passed* 5618-19 Repealing Ordnce. *Ref* 5787 *See* 6419 *Noted* 6339
    - Section 79 (Penalties) increase in fees *Ref* 6344 *Def* 6395-96 *Passed* 8318, 8328
  - Chapter 21 [Commissioners and Commissions]: Section 11 (creation of Electrical Commission) *Passed* 8248
  - Chapter 22 [Policemen's and Firemen's Death Benefit Fund]: Section 16: deletion of benefits pertaining to policemen's widow who remarry *Noted* 6298
  - Chapter 27 [Traffic]:
    - Section 200 (definition concerning bicycles amended) *Ref* 5345 *Passed* 5694
    - Section 212 (Speed limits) *Ref* 5604
    - Section 308 (a) and (b): (errection of street clean-signs) *Ref* 7996
    - Section 334 (load restrictions in downtown district) *Ref* 7805
    - Section 372 (abandoned motor vehicles) *Ref* 5707, 8264
    - Section 372.1 (abandoned motor vehicles—penalty) *Ref* 8310
    - Section 374 (b and c): (blocking of streets by railroad trains) *Ref* 5287
    - Section 408 (authority to permit diagonal parking) *Rejected* 7973
  - Chapter 28 [Public Chauffeurs]:
    - Section 1-3 (application) *Ref* 7996
    - Section 30 (taxicab fares) *Ref* 6190 *Def* 6550 *Passed* 6628
  - Chapter 31 [Public Sewers and Drains]: Section 9 (Penalty increase) *Ref* 6234
  - Chapter 32 [Trees, Plants and Shrubs]: Section 14.1 (trees on City property which have endangered or broken, sewers, piping, etc.) *Ref* 6340
  - Chapter 33 [Work on and Under Public Ways]:
    - Sections 20.1, .2 and .3 (construction of driveways near intersections of streets, etc.) *Ref* 6044-45
    - Section 33.23-1 (Sidewalk repairs) *Ref* 6232 *Rejected* 6408
    - Section 57 (printing of street clearance on viaducts) *Ref* 5453
    - Section 59 (Penalty) *Ref* 6234
  - Chapter 34 [Structures On and Under Public Ways]:
    - Section 50 (Penalty) *Ref* 6234
  - Chapter 35 [Public Market]: Section 11 (Penalty) *Ref* 6234
  - Chapter 36 [Use of public ways and places]:
    - Section 31 (Parades and open-air meetings): issuance of permits *Ref* 5318-19 *Def* 5445-47 *Passed* 5557-59
    - Section 49.1 (Sale of newspapers on public ways and streets) *Passed* 5364
    - Section 50 (Penalty) *Ref* 6234

**Municipal Code of Chicago:**
- Amendments:
  - Chapter 37 [Parks, Playground, and Airports]:
    - Section 11 (Airports): landing fees for private non-scheduled commercial aircraft at Chgo.-O'Hare International Airport *Passed* 5823
    - Sections 37 (11) (a) and (b): landing fee rates increased *Passed* 7902
  - Chapter 39 [Building, Electrical and Fire Regulations]: Section 3 (penalty for violation) *Ref* 5538 *Noted* 6338
  - Chapter 43 [Building permits]:
    - Section 19.2 (Wrecking) *Ref* 6240
    - Section 38 (Penalty) *Ref* 6234
  - Chapter 47 [Definitions]: Section 47-2 (Accepted engineering practice) *Ref* 7848, 7985 *Passed* 8257
  - Chapter 48 [Classification of buildings by occupancy]:
    - Section 48-4.3 (Class C-3, schools) *Ref* 7848, 7985 *Passed* 8257
    - Section 48-4 (6) new (Class C assembly units) *Ref* 7848 *Passed* 8249-50
    - Section 48-12-5 (Required fire resistance for occupancy separation) *Ref* 7848, 7985 *Passed* 8250, 8257-58
    - Section 48-13.1 (b) (Assembly and Open air units) *Ref* 7848, 7985 *Passed* 8257-58
    - Section 48-13.1 (6) new (Assembly units and open air units) *Ref* 7848 *Passed* 8249-50
  - Chapter 51 [Height and Area Limitations]:
    - Section 51-1.2 (Maximum allowable heights of building) *Ref* 6417, 7848, 7985 *Passed* 8258
    - Section 51-2.4 (d) (Exceptions to area limitations) building) *Ref* 6417, 7848, 7985 *Passed* 8258
  - Chapter 54 [Assembly units]:
    - Section 54-5 (d) new (Floor construction over basements of type III schools) *Ref* 7848, 7985 *Passed* 8259
    - Section 54-7.1 (a and b) new (Planning requirements for schools) *Ref* 7848, 7985 *Passed* 8259
    - Section 54-8.4 (c) new (Vertical exits) *Ref* 7848 *Passed* 8250-51
    - Section 54- 9, 9.1, 9.2, 9.3, 9.4, 9.5 (exits, vents, etc.) *Ref* 7848 *Passed* 8250
    - Section 54-10 (c) new (Storage of combustible containers) *Ref* 7848 *Passed* 8250-51
  - Chapter 60 [Hazardous Use Units]: Section 52 (capacity limits for storage tanks of flammable liquids, etc. within Calumet Harbor area) *Passed* 5586-91
  - Chapter 61 [Miscel. Buildings and Structures]: Sections 18-1 through 18.19 (Residential swimming pools) substituting new Sections 18.1 through 18.6 *Ref* 6239
  - Chapter 62 [Fire-resistive requirements]: Section 62-5 (a-1) (Public corridors and area separations) *Ref* 7848, 7985 *Passed* 8251
  - Chapter 64 [Fire Extinguishing Apparatus]:
    - Section 64-1.2 (i and j) (Special requirements] *Ref* 7848, 7985 *Passed* 8251-52
    - Section 64-2 (e) new (Standpipes) *Ref* 7848, 7985 *Passed* 8251-52
    - Section 64-3 (4) new (Local fire alarm systems) *Ref* 7848, 7985 *Passed* 8259
    - Section 64-4.1 (h) new (Fire Extinguishers] *Ref* 7848, 7985 *Passed* 8251-52
  - Chapter 66 [Light, ventilation and sanitation]:
    - Section 66-2 (Natural lighting) *Ref* 7848, 7985 *Passed* 8259-60
    - Section 66-2.3 (b) (Required effective glass area) *Ref* 7848, 7985 *Passed* 8259-60
  - Chapter 67 [Exit requirements]:
    - Section 67-2 (c) new (Horizontal exit) *Ref* 7848, 7985 *Passed* 8252
    - Section 67-3.1 (b) new (Horizontal exit) *Ref* 7848, 7985 *Passed* 8252-53
    - Section 67-5.2 (Distance between exits) *Ref* 7848, 7985 *Passed* 8252-53

**Municipal Code of Chicago:**
- Amendments:
  - Chapter 67 [Exit requirements]:
    - Sections 67-6.3 and 6.4 (Travel distance) *Ref* 7848, *Passed* 8252-53
    - Sections 67-13.1 to 13.3 incl. new (Horizontal exit) *Ref* 7848, 7985 *Passed* 8252-53
    - Section 67-13.2 (a) (Doors) *Ref* 7848, 7985 *Passed* 8252-53
    - Section 67-18-1 (Where required) *Ref* 7848, 7985 *Passed* 8260
  - Chapter 70 [Foundations]: Sections 70-12 to 70-13.3 (Foundation columns) *Ref* 7848 *Passed* 8253-55
  - Chapter 76 [Safeguards during construction]:
    - Section 6.4 (Filling of openings) *Ref* 6240
    - Section 7 (dampening of construction sites, etc.) *Noted* 6338
    - Section 10 (hoistway gates) *Ref* 8314
  - Chapter 78 [Existing buildings]:
    - Section 9 (e) (Optional provisions for alterations) *Passed Ref* 5618 *Passed* 5784
    - Sections 21 and 22 (new sections—Housing Code) *Re-Ref* 6308
    - Section 78-8.2 (c) (Change of occupancy height or area) *Ref* 7848, 7985 *Passed* 8260-61
    - Section 78-9 (e) (Assembly units) *Ref* 7848, 7985 *Passed* 8260-61
    - Section 78-9 (f) new (Assembly units—storage of combustible containers) *Ref* 7848, 7985 *Passed* 8255
  - Chapter 79 [Elevators, dumwaiters, escalators, moving walks and inclined lifts in private residences]:
    - Section 79-1.4 (a to h—new) (Temporary use) *Ref* 7848 *Passed* 8255-56
  - Chapter 81 [Ventilation]:
    - Section 81-7 (Table of ventilating requirements) *Ref* 7848, 7985 *Passed* 8261
    - Section 81-12 (Toilet room system) *Ref* 7848, 7985 *Passed* 8256-57
  - Chapter 86 [Enforcement of electrical regulations]: Section 1-12 (illuminated signs—20 days written notice to Alderman of ward, etc.) *Ref* 5456
  - Chapters 86, 87 and 88 [Enforcement of Electrical Regulations] (comprehensive amendment to keep Code abreast of improvements, etc.) *Ref* 5963 *Passed* 8154-8249
  - Chapter 90 [Fire protection]:
    - Section 90-9.2 (c) (Alarm sending stations) *Ref* 7848, 7985 *Passed* 8261-62
    - Section 90-9.3 (Alarm sounding devices) *Ref* 7848, 7985 *Passed* 8261-62
    - Section 90-9.4 (d) (Automatic detectors) *Ref* 7848, 7985 *Passed* 8261-62
  - Chapter 95 [Care of foods]: Section 13 (Dogs prohibited in food stores) *Ref* 5562 *Passed* 6022-23
  - Chapter 98 [Animals]:
    - Section 27.3 (fees for licensing of dogs, etc.) *Ref* 6340
    - Section 42.1 (dogs attacking persons) *Ref* 7786
  - Chapter 99 [Nuisances]:
    - Section 36 (Dumping of refuse) *Ref* 6231-32, 6232
    - Section 74 (Penalty) *Ref* 6234
  - Chapter 100 [Weights and Measures]: Section 12.3 (measuring of small fresh fruits) *Def* 5522 Amendatory Ordnce. *Passed* 5718
  - Chapter 101 [General Licensing Provisions]: Section 30 (Penalty) *Ref* 6234
  - Chapter 113 [Brokers]: Section 29.1 (unlawful solicitation for sale of real estate by brokers, etc.) *Ref* 5539
  - Chapter 129 [Flammables and Hazardous Chemicals]: Section 55.3 (Transportation on specified public ways) *Ref* 7233 *Passed* 7962
  - Chapter 132 [Occupation Tax—Municipal Retailers]: Section 1 (Tax imposed) *Def* 6014 *Passed* 6150

- **Municipal Code of Chicago:**
  - Amendments:
    - Chapter 132 [Occupation Tax—Municipal Service]:
      - Section 43 (Tax imposed—increase City's allocation) *Def* 6014 *Passed* 6150
    - Chapter 136.2 [Residential Care (Half-way) Home]: Proposed amendment transmitted *Ref* 7854
    - Chapter 137.1 [Hotels]: Section 4 (licensing) penalty *Ref* 6599
    - Chapter 147 [Liquor dealers]: Section 13 (special use variation granted by Zoning Bd. of Appeals, etc.) *Ref* 5544
    - Chapter 155 [Motion Pictures]:
      - Section 11 (license fee—amended) *Passed* 8248
      - Section 17 (Apprentice permits) *Passed* 8248
    - Chapter 156 [Motor Vehicle Storage, Repair and Sale]: Section 17.1 (capacity and fees for Class I and Class II Garages) *Ref* 7984
    - Chapter 167 [Scavengers]: Section 38 (Penalty) *Ref* 6234
    - Chapter 185 [Water Supply]: Sections 21, 26, 31 (amendments for increase in water rate *Ref* 6444 *Def* 6547-48 *Passed* 6626-28
    - Chapter 193 [Public Peace and Welfare]:
      - Fencing of vacant and unimproved real estate, etc. *Ref* 7981
      - Section 1.1 (Inciting riots, etc.) *Ref* 6231
      - Section 7.9 (smoking in stores and elevators) *Ref* 7984
      - Section 18(b): trespassing on playing fields or performance area, etc. *Ref* 6043
      - Section 35 (Penalty) *Ref* 6234
    - Chapter 194 [*See* Zoning Ordinance]
    - Chapter 199A [Civil Rights]: Section 3 (Increase in penalty fees concerning violations of civil rights) *Ref* 6231
    - Chapter 202 [Model Cities]: New Regulation Governing Model Area Council Election *Ref* 6339, 6443, 6550 *Def* 7357-61 *Passed* 7399-7412 *Amended* 7753-54 *Journal corrected* 7791
  - Building Code [*separate heading*]
  - Index to Code: request to modernize *Ref* 5700 *Noted* 6310, 6339
- Municipal Employees' A&B Fund:
  - Annual report (1970) *Filed* 7218
  - Appropriation for 1970 *See* 52, 527 (*Note* 6638)
  - Automatic annual increase to those retired, etc.: Gen. Assem. urged to enact [H.B. 1640] *Def* 5521 *Noted* 5613
  - Certification of City's contributions for 1970 *Ref* 6190
  - Estimates for 1970 revenue See 9 (Note 6638)
  - State of Illinois employees covered by reciprocal act, etc.: Gen. Assem. urged to enact [H.B. 1641] *Def* 5521 *Noted* 5613
- Municipal Hotel Operators' tax [*See* under Occupation taxes]
- Municipal Reference Library: Appropriation for 1970 *See* 19, 83-85 (Note 6638)
- Municipal Retailers' Occupation Tax [*See under* Occupation Tax]
- Municipal Service Occupation Tax [*See under* Occupation Tax]
- Municipal (City) Service Tax (*See under* Occupation Tax)
- **Municipal Tuberculosis Sanitarium, Chicago:**
  - Financial statements for 1968-69 *Filed* 5662, 5934 6016-17, 6218, 6302, 6398, 6549, 7781, 7958-60
  - Lease to City *Passed* 6492
  - Payroll verification program *Filed* 5238
  - Transfer of funds (1969) *Passed* 6058
- Municipal Tuberculosis Sanitarium Fund:
  - Appropriation for 1970 *See* 45, 503-518 (Note 6638)
  - Estimates for 1970 revenue *See* 7 (Note 6638)
  - Schedule of estimate for net taxes (1970) *See* 12 (Note 6638)
- Municipal Tuberculosis Sanitarium Fund:
  - Tax-anticipation warrants (1969) issuance and sale *Passed* 6115-16 Amendatory Ordnce. *Def* 6217-18 *Passed* 6345-46, 6450-51
  - Tax-anticipation warrants (1970) issuance and sale *Def* 7779 *Passed* 7835-36
- Munizzo, A. Thomas and Richard M.: Lease to City *Passed* 5386
- Murphy, Charles F.: consulting engineer's report (Chicago-O'Hare International Airport) *Filed* 8007-17
- Murphy, Joseph D.: Death memorial *Adopted* 6560
- Murray, John M.: Spec.-assess. settlement *Passed* 6378 (2)
- Muskegon Av.: Sidewalks—132nd to 50 ft. n. of Brainard (e. side) *Ref* 5184 *Passed* 5679
- Nashville Av.:
  - Parking prohibited (all times): Barry to George (w. side) *Passed* 5276-77
  - Parking restricted (specified hours): Archer (20 ft. s. to 106 ft. s.—w. side) *Eliminated* 6027
  - Paving—Gregory to 22 ft. s. to 10 ft. s. of W. Higgins *Ref* 6257 *Passed* 6405-06
  - Water-supply pipes: Barry to Belmont *Passed* 8127
- Natchez Av.: Building demolition 2311 N. *Passed* 6118
- National Advisory Commission on Civil Disorders: Committee discharged from further consideration of pending resolution, etc. *Noted* 5315, 6225
- National Bank of Albany Park:
  - Depositary of City/school funds *Passed* 7294
  - Depository for Model City Program Fund *Passed* 6193
  - Lease to City *Passed* 7904, 7908
  - Zoning-reclassification request [13-J] *Ref* 7854
- National Bank of Austin:
  - Depositary of City/school funds *Passed* 7294
  - Depository for Model City Program Fund *Passed* 6193
  - Spec.-assess. settlement *Passed* 7921-22
- National Beef & Provisions, Inc.: I-beam [assignment from Fulton Market Provision Co.] acceptance and bond *Noted* 5728
- National Biscuit Co.: Vacation of alley *Passed* 5673
- National Boulevard Bank:
  - Depositary of City/school funds *Passed* 7294
  - Depository for Model City Program Fund *Passed* 6193
  - Lease to City *Passed* 6269
  - Vacation of alleys:
    - Halsted Pkwy., Halsted, 63rd Pl., 63rd *Ref* 5288 *Passed* 5442
    - Indiana, Michigan, 34th, 35th Draft Ordnce. *Noted* 5943 *Passed* 8289-90
- National Republic Bank:
  - Depositary of City/school funds *Passed* 7294
  - Depository for Model City Program Fund *Passed* 6193
- National Security Bank:
  - Depositary of City/school funds *Passed* 7294
  - Depository for Model City Program Fund *Passed* 6193
- National Sporting Goods Assn., Inc.: Lease at Navy Pier *Passed* 6202-03
- Navy Pier:
  - Leases:
    - Business Opportunities for the Blind, Inc. *Passed* 5386-90
    - Calumet Marine Towing Corp. *Rejected* 7958
    - Clapp and Poliak, Inc. *Def* 5583-84 *Passed* 5711-12
    - Exhibition Contractors Co., Inc. *Def* 5424-25 *Passed* 5546-47
    - Fisher (J.F.) & Co. *Def* 5425-26 *Passed* 5547-48
    - Foli, John *Passed* 5390-91
    - Illinois Bell Telephone Co.; execution of agreement with City for Relay Tower *Passed* 8101-08
    - Illinois Men's and Boys' Apparel Club, Inc. *Def* 5657-58, 6014 *Passed* 5796-98, 6150-52, 8108-11
    - Kitchen Expositions, Inc. *Passed* 6276-81
    - Kozel, George *Passed* 5391

Navy Pier:
- Leases:
  - LaSalle-Randolph Garage Corp. *Def* 5426-27 *Passed* 5548-49
  - Licensed Pilots & Tugmen's Pension Fund *Passed* 5392
  - National Sporting Goods Assn., Inc. *Passed* 6202-03
  - North Pier Terminal Co. (first amendment) *Passed* 5394-95
  - Panzo, Joseph d/b/a Rocky & Sons Bait Shop *Passed* 5392-93
  - Paquette's Marina and Seaplane Base, Inc. *Def* 5582-83 *Passed* 5709-11
  - Pier Sandwich Shop, Inc. *Passed* 5393-94
  - Promotions, Inc. *Passed* 7770-72
  - Rialto Service Co. *Def* 5427-28 *Passed* 5549-50
  - Style Exhibitors, Inc. *Passed* 5489-94, 5798-99, 5799-5801, 6498-99 *Def* 5658-60, 5660-61
  - Transworld Exhibits, Inc. *Def* 5931-33 *Passed* 6047-49
- Rehabilitate and reopen recreational areas *Ref* 6239-40

Near North Management Company: Occupancy of space *Ref* 7786 *Rejected* 7958

Near North Montessori School: License-fee exemption *Ref* 5457, 5497

Near West Side Community Committee: Art fair and sidewalk sale permits *Passed* 5870

Nebel, Kurt et al.: Alley and street vacations Draft Ordnce. *Noted* 6235

Neenah Av.: Water main easement (w. of) bet. Belmont and Barry [Oak Park Trust and Savings Bank (Tr.)] *Passed* 7776-78

Neiburger, Herman A.: Loading device *Ref* 6042 *Passed* 6099 acceptance and bond *Noted* 6477

Neighborhood Development Program: Master and Funding Agreements: approval (No. 69-DUR-52) *Passed* 5273-75

Neighborhood facilities development project (*See under* Development and Planning, Department of)

Neighborhood Redevelopment Commission: Appropriation for 1970 *See* 19, 94 (Note 6638)

Neistein, Richman & Hauslinger: Zoning-reclassification request [1-L] *Ref* 5469 *Def* 6019 *Passed* 6169

Nelson, Carl et al.: Vacation of alley Draft Ordnce. *Noted* 5789 *Passed* 8285-86

Ner Tamid Congregation of Northtown:
- Building permits (free) *Ref* 6344 *Passed* 6382
- Water-rate exemption *Passed* 7298

Neri, Carmen: Zoning-reclassification request [13-P] *Ref* 5182 *Def* 5592-93 *Rejected* 5715

Nerney, Helen R.: Lease to City *Def* 5779-80 *Passed* 5876

Neva Av.: Parking restricted (specified hours); Higgins Rd. to alley s. (e. side) *Ref* 8305

Nevill, Letitia: State Housing Board's approval of appointment *Filed* 5357

Newberry Boys' Center: Vacations of alleys and streets Draft Ordnce. *Noted* 6036

Newberry Library: Zoning-reclassification request [3-F] *Ref* 7995

Newcastle Av.: Street closing in 2900 N. block [2900 N. Newcastle Av. Block Club] *Passed* 5455

New England Av.:
- Carnival or street-fair permit bet. 63rd Pl. and 64th [St. Rene Goupil Church] *Passed* 5947
- Parking prohibited (all times): Archer to alley s. (e. side) *Ref* 5283
- Parking restricted (specified hours): Archer to alley s. (both sides) *Passed* 5692
- Paving—Gregory to 12 ft. s. of w. Higgins *Ref* 6055-56 *Passed* 6224

News: Use of City governmental power in the reporting of news *Ref* 5286

**Newspapers and magazines:**
- Publication of ordinances (*See also notations under respective ordinances*)
  - Appropriation Ordinance (annual) for 1970 *Noted* 6447, 7755

**Newspapers and magazines:**
- Publication of ordinances (*See also notations under respective ordinances*)
  - Municipal Building Bonds: advertise for sale ($21,000,000) *Pub noted* 5181
  - Municipal Building Bonds ($12,000,000) *Noted* 6561, 7387 *Journal correction* 7752
  - Municipal Retailer's Occupation Tax *Pub noted* 6188
  - Municipal Service Occupation Tax *Pub noted* 6188
  - Public Transportation Bonds: advertise for sale ($19,000,000) *Pub noted* 5181
  - Redevelopment bonds ($38,000,000) *Pub Noted* 7853
  - Sewer Bonds: advertis efor sale $(28,000,000) *Pub noted* 5181
  - Tax levy by Bd. of Ed. for payment of annual rentals to Public Building Comn. *Noted* 6561
  - Working Cash Fund Bonds ($20,000,000) *Pub noted* 6188 *Filed* 6189
- Promotion of public health, safety, morals, etc. excludes those engaged in the dissemination of news: Gen. Assem. urged not to enact [H.B. 1253] *Def* 5522 *Noted* 5614
- Promotion of public health, safety, morals, etc. by municipalities (amendment): Gen. Assem. urged to enact [H.B. 1809] *Def* 5521 Noted 5613
- Retailers and newspapers requested not to advertise sale of guns and ammunition *Noted* 6225
- Sales of newspapers on public streets: amendment to Municipal Code *Passed* 5364
- Selling to minors publications describing immoral deeds, etc.: Gen. Assem. urged to enact [H.B. 1820] *Def* 5595 *Noted* 5717

Nielsen, Adolph J. (d/b/a Nielsen & Nielsen): Lease to City *Passed* 6269

Nielubowski, Norbert: Appointment (East Humboldt Park-Near Conservation Community Council) *Filed* 5177

Nike base: Missile sites; U.S. Dept. of Defense urged to remove from lakefront, etc. *Ref* 6339

Nik-O-Lok Co.:
- Leases:
  - Chicago Midway Airport *Def* 5432-33 *Passed* 5555 *Journal correction* 5561
  - Chicago-O'Hare International Airport *Def* 5433-34 *Passed* 5556 *See* 5610 *Journal correction* 5561
  - Merrill C. Meigs Field *Def* 5428-33 *Passed* 5550-54 *See* 5610

Niles, Village of: Water-service connection on s. side of Touhy [Teletype Corporation] *Passed* 6512

Nineteen Thirty-five East 71st St. Building and Northern Trust Co.: Lease to City *Passed* 5834

Nineteenth Pl.: Conduits for flasher-light signals over CB&Q RR. tracks *Ref* 6555 *Passed* 8268-70

Nineteenth St.:
- Conduits for flasher-light signals over CB&Q RR. tracks *Ref* 6555 *Passed* 8268-70
- Water-supply pipes:
  - Kildare to Kostner *Passed* 7329
  - Lawndale to Pulaski *Passed* 6211

Nine-Ten Corporation: Lease at Midway Airport for hangar facilities, etc., *Passed* 7896-7900

*Nine-thirty-three—thirty-five N. State Corp.* vs. *Mayor et al.*: Corp. Cnsl. comc. on Appellate Court decision *Filed* 6189

Ninetieth St.:
- Sidewalk-sale permit bet. Exchange and Houston [South Chicago Chamber of Commerce] *Passed* 5945
- Spec.-assess. foreclosures: 1140 E. *Passed* 7923

Ninety-fifth Pl.:
- Spec.-assess. foreclosures:
  - 215 W. etc. *Passed* 5754-55
  - 1201 W. *Passed* 5754-55
  - 1205 W. *Passed* 5754-55

Ninety-fifth St.:
- Channelization, etc. at Jeffery Boul. 1965-3 (Project No. 550) allocation of MFT funds *Passed* 5762-63 State approval *Noted* 5967, 6561

- Ninety-fifth St.:
  - Parking prohibited (all times); Wabash to State (210 ft. w.—n. side) *Passed* 6328
  - Parking restricted (specified hours):
    - Harvard to Perry (120 ft. w.—both sides) *Passed* 6331
    - Indiana to Michigan (n. side) *Passed* 6331
    - Indiana to Michigan (s. side) *Passed* 6331
    - Michigan (85 ft. w. to 210 ft. e. of State—s. side) *Passed* 6331
    - Wabash to Michigan (85 ft. w.—n. side) *Passed* 6331
  - Spec.-assess. foreclosures:
    - 109 W. *Passed* 7923
    - 313 W. *Passed* 6383-84
- Ninety-first St.: Sidewalk-sale permit bet. Exchange and Houston [South Chicago Chamber of Commerce] *Passed* 5945
- Ninety-fourth St.:
  - Parking prohibited (specified hours):
    - Indiana to 180 ft. e. of State (both sides) *Passed* 6329
    - Lafayette to Wentworth (s. side) *Passed* 6329
    - Lafayette to 125 ft. e. of Wentworth (n. side) *Passed* 6329
    - State to 180 ft. e. (s. side) *Passed* 6329
  - Paving—Normal to Eggleston *Ref* 5946-47 *Passed* 6105
  - Through streets (established): Longwood Dr. to Western *Ref* 6459 *Rejected* 7973
- Ninety-ninth Pl.: Spec.-assess. foreclosures; 39 E. *Passed* 7923
- Ninety-ninth St.:
  - Grade crossing protection near Rockwell: Corporation Cnsl. directed to petition for new devices, etc. *Ref* 6038
  - Parking prohibited (all times): Prospect (alley w.) to Vanderpoel (n. side) *Passed* 5276-77
- Ninety-second Pl.: Paving—St. Lawrence to C&WI RR. R/W *Ref* 7796 *Passed* 8294
- Ninety-second St.:
  - Leases:
    - 3030 E. for Board of Health [Steel City National Bank] *Passed* 7765
    - 3216 E. for Dept. of Urban Renewal [Matthew and Neda Mihaljevic] *Passed* 5911-12
  - Parking restricted (all times): Marshfield (100 ft. w. to 125 ft. w.—s. side) *Passed* 5602
  - Sidewalk-sale permit bet. Exchange and Houston [South Chicago Chamber of Commerce] *Passed* 5945
- Ninety-seventh St.:
  - Parking prohibited (specified hours): Harvard to Lafayette (both sides) *Passed* 6329
  - Spec.-assess. foreclosures:
    - 339 W. *Passed* 8118-19
    - 2840 E. *Passed* 6383-84
- Ninety-sixth St.:
  - Parking prohibited (specified hours): Harvard to Lafayette (both sides) *Passed* 6329
  - Spec.-assess. foreclosures: 2800-02 E. *Passed* 6383-84
- Ninety-third St.:
  - Bridges or passageway: 2319 E. connecting with 2320 E. [South Chicago Community Hospital] *Ref* 6554 *Passed* 7223 acceptance and bond *Noted* 7794
  - Parking prohibited (specified hours):
    - Indiana to Wabash (both sides) *Passed* 6329
    - State to Wabash (n. side) *Passed* 6329
  - Paving—Normal to Eggleston *Ref* 5946-47 *Passed* 6105
  - Sidewalk-sale permit bet. Exchange and Houston [South Chicago Chamber of Commerce] *Passed* 5945
- Noble St.:
  - Building demolition 735 N. *Passed* 8312
  - Parking prohibited (all times): Grand (alongside 1400 W.) *Ref* 5941 *Rejected* 6333
  - Street closing bet. Division and Milwaukee (area) [Dept. of Urban Renewal] Draft Ordnce. *Noted* 5790
- Nolan, Anne: Spec.-assess. settlement *Passed* 6378
- Noonan, (Sgt.) William P.: Greetings and best wishes extended upon retirement *Noted* 6253
- Nordica Av.: Paving—Summerdale to Foster *Ref* 6449 *Passed* 7229
- Nordine, Raymond H.: Spec.-assess. settlement *Passed* 6075-76
- Normal Ave.:
  - Building demolition 7117-19 S. (garage-fire gutted) *Passed* 6234
  - Parking prohibited (all times): 47th to first alley n. (e. side) *Ref* 7782
- Norman Auto Parts, Inc.: Parking site operation agreement; St. Clair (535 N.) *Ref* 7217 *Def* 7341 *Passed* 7475-82
- Normandy Av.: Parking permitted (diagonal) 2401 N. (n. property line) to Fullerton—(e. side) *Ref* 8305 *Ref* 8305
- Normoyle, (Judge) Denis J.: Death memorial *Adopted* 5466-67
- North Austin Boy's Club: Congratulations extended on observance of 15th anniversary *Adopted* 6462
- North Av.:
  - Name changed to *Bauler Av.* at 100 East from N. Lake Shore to east bank of No. Branch of Chicago River *Ref* 7795
  - Parking prohibited (all times):
    - Kostner (85 ft. w. to 30 ft. w.—s. side) *Passed* 6024
    - 4401 W. *Ref* 5785
    - 4708-10 W. *Eliminated* 5276-77
  - Parking restricted (specified hours): 4708-10 W. *Eliminated* 5278
  - Property bid at 1700-02 W. *Ref* 6448 *Passed* 7295
  - Sidewalk-sale permit bet. California and Western [East Humboldt Park Businessmen's Assn.] *Passed* 5874
  - Street opening:
    - LaSalle to Wells [Dept. of Urban Renewal] Draft Ordnce. *Noted* 6239
    - Wells to Vine [Dept. of Urban Renewal] Draft Ordnce. *Noted* 6239
  - Water-supply pipes: Larrabee to LaSalle (2) *Passed* 8127
- North Av. Bridge: Studies, designs, plans, etc. over North Branch of Chicago River (allocation of MFT funds) *Passed* 6079-80 State approval *Noted* 6254
- North Avenue Day Nursery: License-fee exemption *Ref* 5457, 5497
- North Branch St.:
  - Switch tracks:
    - Bliss, e. of [CMStP&P RR. Co. and Lissner Corp.] *Ref* 5543 *Passed* 5665, 5667-68 acceptance and bond *Noted* 5996
    - Bliss to Division [Ventilating Equipment Co.] Repealing Ordnce. *Ref* 6478 *Passed* 7225
    - Ogden, (w. of) connecting with CMStP&P RR. Co. [Lissner Corp.] *Ref* 5705 *Passed* 5857 acceptance and bond *Noted* 5966
  - Wires connecting 1381 N. with 1388 N. [Nick Beucher & Sons Co.] *Passed* 5244 acceptance and bond *Noted* 5620
- North Central Airlines, Inc.: Lease agreement with City for Parking facilities and construction of runways *Def* 7934-39 *Passed* 8002-17
- North Park Av.:
  - Carnival or street-fair permit bet. Menomonee and Willow [Midwest Buddhist Church] *Passed* 5792-93
  - Sidewalk—art fair permit bet. Menomonee and Willow [Old Town Triangle Assn.] *Passed* 5456
- North Park Covenant Church Nursery School: License-fee exemption *Ref* 5346 *Passed* 5409
- North Pier Terminal Co.: Lease at Navy Pier (first amendment) *Passed* 5394-95
- North Shore National Bank:
  - Depositary of City/school funds *Passed* 7294
  - Depository for Model City Program Fund *Passed* 6193

- North Side Cooperative Ministry: Street fair permit *Passed* 5292
- North Water St.: Water pipes (3) e. of Michigan [Chicago Tribune Building Corp.] *Ref* 5610 *Passed* 5666 acceptance and bond *Noted* 5966
- Northeastern Illinois Metropolitan Area Planning Commission: Appointment of members (2) *Filed* 5808
- Northern Trust Company:
  - Depositary of City/school funds *Passed* 7294
  - Depository for Model City Program Fund *Passed* 6193
  - Leases to City *Passed* 5381, 5834
- Northern Trust Co. and A.G. Becker & Co.: Placement bid paid by U.S. for project notes in Second Series 1970 *Passed* 7762
- Northway Cleaners, Inc.: Zoning-reclassification request [9-0] *Ref* 6360
- Northwest Airlines, Inc.:
  - Leases:
    - Chicago Midway Airport for hanger site *Passed* 5476-79
    - Chicago-O'Hare International Airport [assignment from Braniff Airways, Inc.] *Passed* 5822-23
- Northwest Hwy.:
  - Parking prohibited (all times): Central to Foster (both sides) *Ref* 8304
  - Parking prohibited (specified hours): Bryn Mawr to Meade (w. side) Eliminating Ordnce. *Ref* 5451
  - Parking restricted (specified hours): Bryn Mawr to Meade (w. side) Eliminating Ordnce. *Passed* 5692
  - Sidewalk-sale permit 6114 N. [Ralph Deacon] *Passed* 5874
- Northwest Home for the Aged: License-fee exemption *Ref* 6556 *Passed* 6583
- Northwest Incinerator: Request to lift condenser units to the roof by helicopter *Ref* 6361 *Passed* 6501
- Northwest Orient Airlines, Inc.: Lease agreement with City for parking facilities and construction of runways *Def* 7934-39 *Passed* 8002-17
- Northwest Superhighway (*See* Superhighway—Northwest Route
- Northwestern University:
  - Conduit and tunnel *Ref* 8314
  - Conduit (12 duct) and tunnel *Passed* 5440
  - Steam pipes and 4 duct conduit system *Ref* 5874 *Passed* 5936 acceptance and bond *Noted* 6188
- Northwestern University (Medical Center): Building permits (free) *Ref* 6344 *Passed* 6382
- Northwestern University Medical Clinics Dispensary: License-fee exemption *Ref* 6556 *Passed* 6583
- Norwegian American Hospital:
  - Building permits (free) (2) *Ref* 6344 *Passed* 6382
  - Electrical conduits *Passed* 5668 *Journal correction* 5725-26 acceptance and bond *Noted* 6188
  - License-fee exemption *Ref* 6601 *Passed* 7297
- Norwegian Lutheran Bethesda Home Association: License-fee exemption *Ref* 6601 *Passed* 7297
- Norwood, James: Appointment (Uptown Conservation Community Council) *Filed* 5177
- Norwood Park Presbyterian Church Day Care Center: License-fee exemption *Ref* 5708 *Passed* 5744-45
- Nottingham Av.: Paving—Higgins from 505 ft. n. to 12 ft. s. *Ref* 5471 *Passed* 5681
- NuArc Co.: Hydraulic elevator lift *Ref* 8313
- *Nugent, Agatha* vs. *City*: Corp. Cnsl comc. on Appellate Court decision *Filed* 5469
- Nursery St.: Switch track across Lakewood [Judge & Dolph, Ltd.] *Passed* 5246 acceptance and bond *Noted* 5728
- Nursing homes:
  - Amendment concerning special uses (hospitals, sanitariums, convalescent homes) *Def* 5593 *Passed* 5712
  - New hospitals, sheltered care, half-way homes, etc.: establishment of one central authority and one code *Ref* 5707
- Nutrition and Human Needs, Select Committee on: U.S. Senate memorialized to continue in existence *Ref* 6339
- Nutritional Needs, Department of: Amendment to Chgo. Municipal Code (Chapter 9A) *Ref* 6361
- Oak Park National Bank (Tr.):
  - Lease at Chicago Midway Airport *Passed* 5480
  - Vacation of alley Draft Ordnce. *Noted* 6111
  - Zoning-reclassification request [18-D] *Ref* 5969 *Def* 6304 *Passed* 6432
- Oak Park Trust and Savings Bank (Tr.):
  - Easement agreement for sewer and water main construction, etc. (Neenah Av.) *Passed* 7776-78
  - Vacation of alley Draft Ordnce. *Noted* 6461-62
- Oakdale Av.:
  - Parking prohibited (all times): 541 W. (5 ft. w. to 15 ft. e. of driveway) *Ref* 5785 *Rejected* 6030
  - Street-fair permit bet. Southport and Greenview [St. Alphonsus Church] *Passed* 5611
- Oakley Av.:
  - Building demolitions:
    - 743 S. *Passed* 5288-89
    - 749 S. *Passed* 5288-89
    - 751 S. *Passed* 5288-89
  - Parking prohibited (all times):
    - 48th (alley s.—w. side) *Passed* 6024
    - 48th (125 ft. s.—e. side) *Passed* 6024
    - 78th (30 ft. s. to 65 ft. s.—w. side) *Passed* 6024
    - 78th (50 ft. s.—w. side) *Ref* 5696
    - 2401 N. (Fullerton to 27 ft. n.) *Ref* 7231 *Rejected* 7972
  - Parking restricted (specified hours): 2439-41 S. *Eliminated* 5278
- Oakwood Boul.: Street vacation; Langley w. of Grand (triangle) [Dept. of Urban Renewal] Draft Ordnce. *Noted* 6036
- Oaths of office [*listed under names of individuals or offices*]
- O'Brien, Daniel J. Sr.: Zoning-reclassification request [2-L] *Ref* 7995
- O'Bryan Bros., Inc.: Zoning-reclassification request [9-K] *Ref* 5969 *Def* 6398 *Passed* 6468
- Occupation Taxes:
  - General Assembly urged not to enact:
    - H.B. 606: Motor Vehicle Parking Operator's Occupation Tax Act (amended) *Def* 5243
    - H.B. 1872: Municipal retailer's and service occupation tax levy *Def* 5595 *Noted* 5717
    - S.B. 232: Retailer's occupation and service occupation taxes (reduction) *Def* 5252-43
  - General Assembly urged to enact: H.B. 2007; Retail sales tax increased (amendment) *Def* 5521 *Noted* 5613
  - Municipal Hotel Operators' Occupation Tax Fund:
    - Appropriations for *See* 45, 519 (*Note* 6638)
    - Estimate for 1970 revenue *See* 8 (*Note* 6638)
  - Municipal Retailer's Occupation Act:
    - Increase in City's allocation *Def* 6014 *Passed* 6150
    - Increased to 1% *Pub Noted* 6188
  - Municipal Service Occupation Tax:
    - Increase in City's allocation *Def* 6014 *Passed* 6150
    - Increased to 1% *Pub Noted* 6188
- O'Connell, (Dr.) Morgan J.:
  - Oath of office *Noted* 5180
  - Resignation and commendation extended for service and accomplishments in behalf of Chicago Bd. of Health *Noted* 6475
- O'Connor, (Lt.) James Ennis: Death memorial *Adopted* 7850-51
- Octavia Av.: Building demolition 3300 N. *Passed* 6342
- O'Donnell, (Rev.) Stephen: Invocation *Noted* 5807
- Officers of City [*listed under respective titles*]
- Off-street parking [*listed under* Parking of vehicles]

- Ogden Av.:
  - Building demolition 2610 W. *Passed* 7233
  - Street closings:
    - Clieveland to Sedgwick [Dept. of Urban Renewal] Draft Ordnce. *Noted* 7233
    - Lincoln to Wisconsin [Dept. of Urban Renewal] Draft Ordnce. *Noted* 5344 *Passed* 6102-05, 6315-16
  - Street opening: St. Michaels Ct. to Sedgwick (n.w. of) [Dept. of Urban Renewal] Draft Ordnce. *Noted* 7233
  - Street vacations:
    - Cleveland to Sedgwick [Dept. of Urban Renewal] Draft Ordnce. *Noted* 7233
    - Larrabee to Mohawk [LaSalle National Bank (Tr.)] *Passed* 5596-97
    - Mohawk to line s. of Eugenie [Dept. of Urban Renewal] *Passed* 7225-26
- Ogiela, Evelyn D.:
  - Appointment (Chgo. City College Board of) *Approved* 5276
  - Oath of office *Noted* 5467
- Oglesby Av.: Name designation: *Service Dr.* bet. 100th and alley s. (both sides) *Ref* 8305-06
- O'Hara, Barratt: Death memorial *Adopted* 5964
- O'Hara (Barrett) Park: Name changed from *East End Park* bet. Kenwood, Kimbark, 54th, 55th *Ref* 6036 *Def* 6309 *Re-ref* 7986 *Def* 8267-68
- O'Hare Field International Airport, Chicago (*See* Airports)
- O'Hare International Bank:
  - Depositary of City/school funds *Passed* 7294
  - Depository for Model City Program Fund *Passed* 6193
- O'Keefe, Andrew A. and Helen A., et al.: Vacation of alley Draft Ordnce. *Noted* 7982
- O'Keeffe Elementary School: Congratulations extended for launching positive program for open house demonstration *Noted* 5538-39
- Oketo Av.: Paving—Northwest Hwy. to 20 ft. w. of Olmsted *Passed* 5270
- Olcott Av.: Paving—Forest Preserve to Addison *Ref* 5470 *Passed* 5681
- Old Chicago Stock Exchange Building: purchase of building for historical landmark *Ref* 7983 *Re-ref* 7996
- Old Peoples Home of Chicago (The Admiral): License-fee exemption *Ref* 5875, 6601 *Passed* 5921, 7297
- Old St. Elizabeth High School Center: Lease to City at 4046 S. Michigan *Passed* 8101
- Old Town Triangle Assn.: Sidewalk—art fair permit *Passed* 5456
- Oleander Av.:
  - Pavings:
    - Addison to 13 ft. n. to Belmont to 9.5 ft. s. *Ref* 7856-66
    - Belmont to Barry *Ref* 7796 *Passed* 8294
- Olivet Nursery School: License-fee exemption *Ref* 5457, 5497
- *Olson, Roland A.* vs. *City*: Corp. Cnsl. comc. on Appellate Court decision *Filed* 5730
- Olsen Rexall Drugs: Sidewalk-sale permit *Passed* 5948
- Olympia Av.: Parking prohibited (all times); Olmstead to alley n. (w. side) *Ref* 6334 *Passed* 7965
- O'Malley, Patrick:
  - Appointment (Chgo. Plan Commission-Chairman) *Approved* 5271
  - Oath of office *Noted* 5357
- Oman and Associates, Inc.: Lease to City *Passed* 6366
- One Eighty-eight Randolph Building Corp: Lease to City *Passed* 5202
- One Eighty-five Building Corp.: Lease to City *Passed* 5573
- One Hundred Eighteenth St.:
  - Spec.-assess. foreclosures:
    - 1804 W., etc. *Passed* 6070
    - 1844 W., etc. *Passed* 6070
- One Hundred Eighth Pl.:
  - Building demolition 1040 W. *Passed* 6235
  - Curb-attached sidewalk 130 ft. w. of Morgan to w. curb (both sides) *Ref* 5288
  - Paving—Racine to Loomis excepting intersection of Throop *Ref* 6257 *Passed* 6406-7
- One Hundred Eleventh St.:
  - Lease at 3333 W. for Infant Welfare Station [Mt. Greenwood Post No. 844] *Passed* 5381
  - Parking prohibited (all times):
    - Lawndale to Ridgeway *Ref* 5785
    - Lawndale to Ridgeway (s. side): *Passed* 6024
    - State to 85 ft. w. (n. side) Eliminating Ordnce. *Ref* 5697 *Passed* 6024
    - State (85 ft. w. to 80 ft. w.—s. side) *Ref* 5696 *Passed* 6024
    - State to 185 ft. w. (n. side) *Ref* 5697 *Passed* 6024
    - Trumbull *Rejected* 5602
    - Trumbull (n.e. cor. at driveway) *Ref* 5282
  - Sidewalk-sale permits:
    - Halsted and Indiana [Chgo. South Chamber of Commerce] *Passed* 5701
    - Sacramento and Sawyer [Mount Greenwood Chamber of Commerce] *Passed* 5789
  - Street vacation bet. Burley and Mackinaw [Republic Steel Corp. et al.] Draft Ordnce. *Noted* 6460
- One Hundred Fifteenth St.:
  - Channelization at Western 1965-3 (Project No. 550) allocation of MFT funds *Passed* 5762-63 State approval *Noted* 5967, 6561
  - Property acquisition at 201 E. for Police Dept. parking facility *Passed* 5755
  - Sidewalk-sale permit bet. Front and Halsted [Chgo. South Chamber of Commerce] *Passed* 5701
  - Spec.-assess, foreclosure: 1406-08 W. *Passed* 6383-84
- One Hundred Fifth St.:
  - Paving—Muskegon to 645 ft. w. *Ref* 7981 *Passed* 8290
  - Sidetrack encroachment w. of vacated Marquette [Chicago, Rock Island & Pacific RR. Co.] *Ref* 5607 *Passed* 5665-66 acceptance and bond *Noted* 5966
  - Spec.-assess. foreclosure: 1104 W. *Passed* 5410
  - Switch tracks:
    - Marquette w. of (vacated) [Chicago, Rock Island & Pacific RR. Co.] *Ref* 5607 *Passed* 5665-66 acceptance and bond *Noted* 5966
    - Muskegon w. of [Belt Railway Co.] *Ref* 6037 *Passed* 6097 acceptance and bond *Noted* 7217
  - Water supply pipes: Hamlin *Passed* 5227
- One Hundred First St.: Through streets (established); Halsted to State *Rejected* 7973
- One Hundred Fourteenth Pl. Paving—Carpenter to Throop *Ref* 8311
- One Hundred Fourteenth St.:
  - Parking prohibited (all times): Cottage Grove (200 ft. e.—s. side) *Ref* 6032
  - Water-supply pipes:
    - Pulaski Rd. to alley w. *Passed* 8127
    - Sawyer to Spaulding *Passed* 5646
- One Hundred Fourth St.:
  - Building demolition 318 W. *Passed* 5702-03
  - Parking prohibited (all times):
    - Loomis to Vincennes (n. side) *Ref* 5785 *Passed* 6024
    - Charles to Loomis (both sides) 5282, 5785 *Passed* 5599 *Rejected* 6030
    - 1415 W. *Ref* 6458 *Rejected* 7972
  - Switch track e. of Torrence [Chicago, West Pullman & Southern RR. Co.] *Ref* 5607 *Passed* 5666-67 acceptance and bond *Noted* 5966
  - Water supply pipes: Central Pk. to Millard *Passed* 5227
- One Hundred LaSalle Associates, et al.: Pipe tunnel, ventilating air duct and smoke stack *Ref* 5538 *Passed* 5668 *Ref* 6230 *Passed* 6314

- One Hundred Nineteenth St.:
  - Grade crossing protection near Rockwell: Corporation Cnsl. directed to petition for new devices, etc. *Ref* 6038
  - Leases: 437 W. for Infant Welfare Station [McKey & Poague Inc.] *Def* 6588-91 *Passed* 7238-41
  - Pavement repairs bet. Vincennes and Western: MFT expenditure *Passed* 5508 State approval *Noted* 5729 *Passed* 6081 State approval *Noted* 6254
  - Sidewalk-sale permit bet. Halsted and Michigan [Chgo. South Chamber of Commerce] *Passed* 5701
- One Hundred Ninth Pl.: Curb-attached sidewalk 130 ft. w. of Morgan to w. curb (north side) *Ref* 5288
- One Hundred Ninth St.:
  - Curb-attached sidewalk 130 ft. w. of Morgan to w. curb (both sides) *Ref* 5288
  - Grade crossing protection near Rockwell: Corporation Cnsl. directed to petition for new devices, etc. *Ref* 6038 *Rejected* 7974
  - Paving—Racine to Loomis excepting intersection of Throop *Ref* 6257 *Passed* 6406-7
- One Hundred-Second Pl.: Spec.-assess. foreclosure; 38 E. *Passed* 8118-19
- One Hundred-Seventeenth Pl.: Spec.-assess. foreclosures; 1812-14 W., etc. *Passed* 6070
- One Hundred Seventeenth St.: Sewer construction bet. Avenue N and Avenue G *Ref* 7998-8001
- One Hundred Seventh Pl.:
  - Curb-attached sidewalk 130 ft. w. of Morgan to w. curb (both sides) *Ref* 5288
  - Paving—Throop to 116 ft. e. of PCC&ST.L RR. R/W *Ref* 6257 *Passed* 6406-07
- One Hundred Seventh St.:
  - Channelization at Western 1965-3 (Project No. 550) allocation of MFT funds *Passed* 5762-63 State approval *Noted* 5967, 6561
  - Grade crossing protection near Rockwell: Corporation Cnsl. directed to petition for new devices, etc. *Ref* 6038 *Rejected* 7974
  - Paving—108th to 149.5 ft. n.; 109th Pl. to 33 ft. s. of intersection of Racine *Ref* 6257 *Passed* 6406-7
- One Hundred Sixteenth St.: Parking prohibited (all times); Michigan (alley e. to alley w.—both sides) *Ref* 6032
- One Hundred Sixth St.:
  - Building demolition 946 W. *Passed* 5789-90
  - Water supply pipes: Springfield *Passed* 5227
- One Hundred Tenth Pl.:
  - Building demolition 1401 W. *Passed* 5946
  - Spec.-assess. foreclosures: 1405-07 W. *Passed* 8118-19
  - Street vacation bet. Whipple and GTW RR. R/W [Beverly Bank (Tr.) and Kurt Nebel] Draft Ordnce. *Noted* 6235
  - Water supply pipes: Whipple S. *Passed* 5579
- One Hundred Tenth St.:
  - Curb-attached sidewalk 130 ft. w. of Morgan to w. curb (north side) *Ref* 5288
  - Street vacation bet. Burley and first n.s. alley [Republic Steel Corp. et al.] Draft Ordnce. *Noted* 6460
- One Hundred Third Pl.:
  - Covered bridge bet. Charles and Loomis [Beverly Bank] *Passed* 5244-45 acceptance and bond *Noted* 5467
  - Spec.-assess. foreclosures: 222 W. *Passed* 8118-19
- One Hundred Third St.:
  - Building demolition 1133 W. *Passed* 5342-43
  - Channelizations bet. Claremont and Pulaski (MFT):
    - Parcel Nos:
      - 1—10256 S. Oakley *Passed* 6506-07
      - 5, 6, 28 and 29 (legally described) *Passed* 7774-75
      - 7 and 11 (legally described *Passed* 7388-89
      - 12—2441 W. 103rd Passed 6506-07
      - 12-A, 12-B—2435 and 2437 W. 103rd *Passed* 7327
      - 20—3209-13 W. *Passed* 7389
      - 21—3215 W. 103rd *Passed* 6506-07
- One Hundred Third St.:
  - Parking prohibited (all times): Charles to Malta (both sides) *Ref* 6414 *Rejected* 7972
  - Sidewalk-sale permit bet. Halsted & South Park [Chgo. South Chamber of Commerce] *Passed* 5701
  - Spec.-assess. foreclosures:
    - North side of E. *Passed* 8118-19
    - 600-04 W. *Passed* 6383-84
  - Speed limit: Ewing to Green Bay *Ref* 5698
- One Hundred Thirteenth St.:
  - Grade crossing protection near Rockwell: Corporation Cnsl. directed to petition for new devices, etc. *Ref* 6038
  - Water-supply pipes: Pulaski Rd. to alley w. *Passed* 8127
- One Hundred Thirtieth St.:
  - Sidewalks:
    - Burley to Brandon (s. side) *Ref* 5184 *Passed* 5679
    - Carondolet to Exchange various locations (n. side) *Ref* 5184 *Passed* 5679
- One Hundred Thirty-fifth St.: Sidewalks—Avenue O to Mackinaw (both sides) *Ref* 5184 *Passed* 5679
- One Hundred Thirty-first St.: Sidewalks—Burley to Brandon (n. side) *Ref* 5184 *Passed* 5679
- One Hundred Thirty-fourth St.:
  - Sewer construction (sanitary) Repealing Ordnce. *Passed* 7229
  - Sidewalks—Houston to Carondolet (s. side) *Ref* 5184 *Passed* 5679
- One Hundred Thirty-second St.: Sidewalks—Escanaba to Muskegon (s. side) *Ref* 5184 *Passed* 5679
- One Hundred Thirty-third St.:
  - Parking prohibited (all times): King Dr. (Dr. Martin Luther, Jr.) to Prairie (n. side) *Ref* 6414 *Rejected* 7973
  - Sidewalks—Brainard to 80 ft. e. to 300 ft. e. (s. side) *Ref* 5184 *Passed* 5679
- One Hundred Twenty-first St.: Parking prohibited (specified hours): Michigan to State (s. side) *Ref* 5339 *Passed* 6026
- One Hundred Twenty-second St.:
  - Spec.-assess. foreclosures:
    - Calhoun and Hoxie (S.) *Passed* 5754-55
    - Torrence and Hoxie (S.) *Passed* 5754-55
- One Hundred Twenty-sixth St.:
  - Sidewalks—Avenue O, Muskegon, 138th *Ref* 5184 *Passed* 5678-79
  - Vacation of street bet. State and alley w. [Charles W. and Eleanor Geijer and Elio and Marie Pellegrini] *Passed* 5527
- One Hundredth St.:
  - Lease at 3441 E. for Tenth Ward office [Nick Marks] *Passed* 7298-7302
  - Paving—Lowe to Union *Ref* 7796 *Passed* 8294
- One Hundredth St. Bridge: Rehabilitation and redecking over Calumet River; allocation of MFT funds *Passed* 5500 State approval *Noted* 5620
- One Thirty North Wells Building: Lease to City *Passed* 5202
- One Twenty Madison Building Associates: Lease to City *Passed* 5639
- **One-way traffic:**
  - Aberdeen St.:
    - 63rd to 59th (northerly) Eliminating Ordnce. *Passed* 7972
    - 71st to 63rd (northerly) *Ref* 6336
    - 71st (sic) to 59th (northerly) Eliminating Ordnce. *Passed* 7972
    - 74th to 59th (northerly) *Passed* 7972
  - Ada St.:
    - 71st to 67th (northerly) *Ref* 5697
    - 74th to 67th (Marquette Rd.)—northerly *Passed* 7971
  - Albany Av.: 47th to Pershing Rd. (northerly) *Ref* 7977

**One-way traffic:**
Alleys:
Augusta Boul. (e.w. alley n.—Austin to Mason—westerly *Ref* 5697 *Passed* 6029-30
Belden to Fullerton (e.w. alley—Laramie to Latrobe—easterly) *Passed* 5449
Belmont (e.w. alley n.—Central Park to Monticello—westerly) Eliminating Ordnce. *Ref* 6033 *Passed* 7972
California (alley e.—Division to Hirsch—southerly) *Ref* 5283 *Passed* 5602
Central (alley w.—School to Melrose—southerly) *Ref* 6228
Central (n.s. alley e.—Montrose to Agatite—northerly) *Ref* 6416
Division (Ridgeway to Monticello—alley s. easterly) Eliminating Ordnce. *Ref* 6034 *Passed* 6332
Grand (alley s.—Monticello to Central Park) Eliminating Ordnce. *Ref* 6034
Gunnison (e.w. alley n.—Mason to Austin—westerly) Eliminating Ordnce. *Ref* 6416 *Passed* 7972
Hoyne (n. s. alley w.—Augusta Boul. to e. w. alley s.—northerly) *Ref* 6459
Irving Park Rd. (e.w. alley n.) Austin to McVicker (easterly) *Ref* 5869
King Dr. (alley e.—46th Pl. to 46th—southerly) *Passed* 5693
King Dr. (alley e.—46th to 47th—southerly) *Ref* 5536
Laramie (alley w.—Diversey to Wolfram—southerly) *Ref* 5283
Lawrence (e.w. alley s.—Karlov to Keystone—easterly) *Rejected* 6333
Lincoln ("T" alley rear of 1900 block—Lincoln to Armitage—southerly) *Ref* 5697 *Passed* 6332
North (e.w. alley n.—Cicero to Keating—easterly) *Ref* 5536 *Passed* 6030
North (e.w. alley—McVicker to Austin—easterly) *Ref* 6034 *Passed* 7971
Wells (n.s. alley w.—St. Paul to Willow—northerly) *Ref* 5604 *Passed* 6030
31st (e.w. alley—Kostner to Kolin—westerly) *Passed* 5280
63rd (alley n.—Central to Parkside—easterly) *Eliminating* 5280
74th to 75th (e.w. alley—Lafayette to Perry— easterly) *Ref* 5536 *Passed* 6030
79th (e. w. alley s.—Albany to Troy—westerly) *Ref* 5452 *Passed* 6030 Eliminating Ordnce. *Ref* 6459 *Passed* 7972
Altgeld St.: Greenview to Ashland (westerly) *Ref* 6597
Artesian Av.: Pershing Rd. to 45th (southerly) *Ref* 7977
Banks St.: Lake Shore Dr. to State Pkwy. (westerly) *Ref* 6597
Barry Av.: Haussen Ct. to Pulaski (westerly) *Ref* 5452 *Passed* 6030 Eliminating Ordnce. *Ref* 6597
Beach Av.: Central Park to Kedzie (easterly) *Ref* 5697 *Passed* 6030
Belden Av.: Greenview to Commonwealth (easterly) *Ref* 7977
Bell Av.: 33rd to 35th Pl. (southerly) *Ref* 7977
Bishop St.:
63rd to Marquette (southerly) *Ref* 5340 *Passed* 7971
69th to 74th (southerly) *Passed* 7971
Bissell St.: Willow to Belden (northerly) *Ref* 6597
Bosworth Av.: Fullerton to Clybourn (southerly) *Ref* 6597
Burling St.:
Armitage to Dickens (northerly) *Ref* 6597
Armitage to North (southerly) *Ref* 6597
Belden to Webster (southerly) *Ref* 6597
Burnside Av.: 93rd to King Drive (north-westerly) *Ref* 5283

**One-way traffic:**
Burton Pl.:
State Pkwy. to Clark (easterly) *Ref* 6597
State Pkwy. to Lake Shore Dr. (easterly) *Ref* 6597
Wells to LaSalle (easterly) *Ref* 6597
Campbell Av.: 45th to 40th (northerly) *Ref* 7977
Carpenter St.:
59th to 63rd (southerly) Eliminating Ordnce. *Passed* 7972
59th to 71st (sic) (southerly) Eliminating Ordnce. *Passed* 7972
59th to 74th (southerly) *Passed* 7972
63rd to 71st (southerly) *Ref* 6336
Cedar St.: State to Lake Shore Dr. (easterly) *Ref* 6416
Central Park Av.:
Belmont to Cornelia (southerly) *Passed* 6030
70th Pl. to 71st (southerly) *Ref* 6109
Christiana Av.: 47th to 43rd (northerly) *Ref* 7977
Clairmont Av.:
25th to Blue Island (southerly) *Ref* 6034 *Passed* 6332
33rd to 35th (southerly) *Ref* 7977
Clark St.:
Elm to Walton (southerly) *Ref* 6416
North to Elm (southerly) *Ref* 6552
Cleveland Av.:
Belden to Menomonee (southerly) *Ref* 6597
Eugenie to Blackhawk (southerly) *Ref* 6597
Fullerton to Belden (southerly) *Ref* 7977
Clifton Av.:
Belden to Armitage (southerly) *Ref* 6597
Fullerton to Belden (southerly) *Ref* 7977
Commercial Av.: 129th to 130th (southerly) *Passed* 5280
Concord Pl.:
Clybourn to Sheffield (westerly) *Ref* 6597
North Park to Sedgwick (westerly) *Ref* 6597
Cortez St.: Damen to Western (westerly) *Passed* 5449
Cullom Av.:
Kostner to Keystone (easterly) *Ref* 8305
Kostner to Pulaski Rd. Eliminating Ordnce. *Ref* 8305
Damen Av.: Chicago, Grand, Western (area-survey) *Ref* 5941-42 *Rejected* 7973
Dayton St.: Willow to Belden (northerly) *Ref* 6597
Dearborn St.:
Elm to North (northerly) *Ref* 6552
Walton to Elm (northerly) *Ref* 6416
Dickens Av.: Clark to Lakewood (westerly) *Ref* 6597
Diversey Pkwy.: Sheridan Rd. to Commonwealth (westerly) Eliminating Ordnce. *Ref* 8305
Dorchester Av.: 76th to South Chicago (southerly) *Ref* 5536
Eggleston Av.: 69th to 71st (northerly-survey) *Ref* 5284
Elizabeth St.: 71st to 67th (northerly) *Ref* 5697 *Passed* 7971
Elm St.: Lake Shore Dr. to LaSalle (westerly) *Ref* 6416
Emerald Av.:
76th to 79th (southerly-survey) *Ref* 5284
78th to 79th (southerly) *Ref* 6336
115th to 107th (northerly) *Ref* 5536 *Passed* 5694
115th to 110th (northerly) Eliminating Ordnce. *Ref* 5536 *Passed* 5694
Erie St.: Western to Damen (easterly) *Ref* 6415 *Passed* 7971
Escanaba Av.:
95th to 100th (southerly-survey) *Ref* 5698
127th to 130th (southerly) *Passed* 5280
Eugenie St.: Sedgwick to LaSalle (easterly) *Ref* 5604 *Passed* 6030
Evergreen Av.: Kedzie to Central Park (westerly) *Ref* 5697 *Passed* 6030

**One-way traffic:**
- Exchange Av.:
  - 100th to 95th (northerly-survey) *Ref* 5698
  - 130th to 128th (northerly) *Passed* 5280
- Fairfield Av.: 47th to Pershing Rd. (northerly) *Ref* 7977
- Fern Ct.: Eugenie to Menomonee (northerly) *Ref* 6597
- Flournoy St.:
  - Kildare to Kostner (westerly) Eliminating Ordnce. *Ref* 5786 *Passed* 7972
  - Kostner to Kildare (easterly) *Ref* 5786 *Passed* 7972
- Francisco Av.: 47th to Pershing Rd. (northerly) *Ref* 7977
- Fremont St.: Belden to Willow (southerly) *Ref* 6597
- Frontier Av.: Blackhawk to North (northerly) *Ref* 6597
- George St.: Narragansett to Austin (easterly) *Ref* 7977
- Grace St.: Lake Shore Dr. to Broadway (survey) *Ref* 5698
- Grand Av. (Monticello to Central Park—alley s.—easterly Eliminating Ordnce. *Passed* 6332
- Grant Pl.: Sedgwick to Geneva Terr. (westerly) *Ref* 6597
- Green Bay Av.: 83rd to 86th (northerly-survey) *Ref* 5698
- Greenview Av.: Clybourn to Belden (northerly) *Ref* 6597
- Haddon Av.: Damen to Western (westerly) *Passed* 5450
- Halsted St.: 50th Pl. to 50th (northerly) *Ref* 6336
- Hamilton Av.: 33rd to 37th (southerly) *Ref* 7977
- Harvard Av.: 71st to 75th (southerly-survey) *Ref* 5284
- Hawthorne Pl.: Broadway to Lake Shore Dr. (easterly) *Ref* 6416
- Hirsch St.: Harding to Central Park (easterly) *Ref* 5697 *Passed* 6030
- Holden Ct.: Benton Pl. to Randolph (northerly) *Passed* 5450
- Homan Av.: 43rd to 47th (southerly) *Ref* 7977
- Honore St.:
  - Pershing Rd. to 35th (northerly) *Ref* 7977
  - 84th to 87th (southerly) *Ref* 5604
- Houston Av.: 95th to 99th (southerly-survey) *Ref* 5698
- Howe St.: Dickens to Willow (southerly) *Ref* 6597
- Hoyne Av.:
  - Chicago to Division (northerly) *Passed* 5450
  - Grand to Chicago (northerly) *Ref* 6415 *Passed* 7971
  - 37th to 33rd (northerly) *Ref* 7977
  - 47th to 48th (southerly) *Ref* 5536
- Hudson Av.:
  - Blackhawk to Eugenie (northerly) *Ref* 6597
  - Menomonee to Armitage (northerly) *Ref* 6597
- Huron St.: Damen to Western (westerly) *Ref* 6415 *Passed* 7971
- Ingleside Av.:
  - 61st to 60th (northerly) *Passed* 7971
  - 63rd to 60th (northerly) Eliminating Ordnce. *Passed* 7971
  - 63rd to 61st Eliminating Ordnce. *Ref* 6033
- Iowa St.:
  - Damen to Western (easterly) *Passed* 5450
  - Homan to Pulaski Rd. (westerly) *Ref* 5697 *Passed* 6030
- Janssen Av.: Fullerton to Belden (southerly) *Ref* 7978
- Justine St.:
  - 63rd to Marquette (southerly) *Ref* 5340
  - 69th to 71st (southerly) *Passed* 7971
- Kemper Pl.: Geneva Terr. to Orchard (westerly) *Ref* 7978
- Kenmore Av.:
  - Belden to Armitage (southerly) *Ref* 6597
  - Fullerton to Belden (southerly) *Ref* 7978

**One-way traffic:**
- Keystone Av.:
  - Elston to Irving Park Rd. Eliminating Ordnce. *Ref* 5536 *Rejected* 7974
  - Irving Park Rd. to Cullom (northerly) *Ref* 5536 *Rejected* 7974
- Kilpatrick Av.:
  - North to Grand Eliminating Ordnce. *Ref* 5698 *Rejected* 7973-74
  - North to Wabansia (northerly) *Ref* 5698
- Laflin St.:
  - 63rd to Marquette (northerly) *Ref* 5340
  - 74th to 69th (northerly) *Passed* 7971
- Lakewood Av.:
  - Belden to Clybourn (southerly) *Ref* 6597
  - Fullerton to Belden (southerly) *Ref* 7977
- Leavitt St.:
  - Chicago to Grand (southerly) *Ref* 6415 *Passed* 7971
  - Chicago to Division (southerly) *Passed* 5450
  - 37th to 33rd (northerly) *Ref* 7977
- Lee Pl.:
  - Damen to Hoyne (westerly) Eliminating Ordnce. *Ref* 6416 *Passed* 7972
  - Hoyne to Damen (easterly) *Ref* 6416 *Passed* 7972
- LeMoyne Av.: Central Park to Pulaski Rd. (westerly) *Ref* 5697 *Passed* 6030
- Lexington St.:
  - Kildare to Kostner (westerly) *Ref* 5786 *Passed* 7972
  - Kostner to Kildare (easterly) Eliminating Ordnce. *Ref* 5786 *Passed* 7972
- Lincoln Park West: Menomonee to Wisconsin (northerly) *Ref* 6597
- Loomis St.:
  - 104th (380 ft. n. to 104th—southerly) Eliminating Ordnce. *Passed* 5450
  - 104th to 380 ft. n. Eliminating Ordnce. *Ref* 5284 *Rejected* 5603
- Luella Av.: 99th to 100th (southerly) *Ref* 5340
- Lutz Pl.: Frontier to Ogden (easterly) *Ref* 6597
- Magnolia Av.: Clybourn to Belden (northerly) *Ref* 6597
- Manistee Av.:
  - 95th to 100th (southerly-survey) *Ref* 5698
  - 127th to 130th (southerly) *Passed* 5280
- Maple St.: LaSalle to State (easterly) *Ref* 6416
- Maplewood Av.: Pershing Rd. to 45th (southerly) *Ref* 7977
- Marquette Av.: 130th to 126th Pl. (northerly) *Passed* 5280
- Marshfield Av.: Clybourn to Wrightwood (northerly) *Ref* 6597
- May St.:
  - 59th to 63rd (southerly) Eliminating Ordnce. *Passed* 7972
  - 59th to 71st (sic) (southerly) Eliminating Ordnce. *Passed* 7972
  - 59th to 74th (southerly) *Passed* 7972
  - 63rd to 71st (southerly) *Ref* 6336
  - 76th to 79th (southerly) *Ref* 6228
- Meade Av.: Belmont to Diversey (southerly) *Ref* 7977
- Melrose St.: Austin to Central (westerly) *Ref* 6228
- Melvina Av.: Diversey to Belmont (northerly) *Ref* 7977
- Meyer Ct.: Eugenie to North (southerly) *Ref* 6597
- Michigan Av.: Roosevelt Rd. to Cermak Rd. (southerly) Eliminating Ordnce. *Ref* 6336
- Milwaukee Av.:
  - Kedzie to Sawyer (northwesterly) *Ref* 6415
  - Kimball to Spaulding (southeasterly) *Ref* 6415
- Mohawk St.: Blackhawk to Dickens (northerly) *Ref* 6597
- Montana Av.: Ashland to Greenview (easterly) *Ref* 6597
- Mozart St.: Pershing Rd. to 47th (southerly) *Ref* 7977

**One-way traffic:**
Muskegon Av.:
100th to 95th (northerly-survey) *Ref* 5698
130th to 127th (northerly) *Passed* 5280
Nagle Av.: 51st to Archer Eliminating Ordnce. *Ref* 5284
Natchez Av.:
Irving Park to Dakin (southerly) *Passed* 5280 Eliminating Ordnce. *Ref* 5698 *Passed* 6030
51st to Archer Eliminating Ordnce. *Ref* 5284
Natoma Av.: Belmont to Diversey (northerly) *Ref* 5786
Neenah Av.:
51st to Archer Eliminating Ordnce. *Ref* 5284
5400 S. (block-southerly) Eliminating Ordnce. *Rejected* 5281
Nora Av.:
Belmont to Addison (survey) *Ref* 5698 *Rejected* 6333
Cornelia to Addison (northerly) *Ref* 6034
Normandy Av.: Diversey to Belmont (southerly) *Ref* 5786
North Park Av.: Schiller to North (northerly) *Ref* 6597
Oakdale Av.: Pine Grove (intersection) *Ref* 6597
Oakley Av.: 36th to 33rd (northerly) *Ref* 7977
Ohio St.: Damen to Western (westerly) *Ref* 6415 *Passed* 7971
Ontario St.: Ashland to Paulina (westerly) *Ref* 6228 *Passed* 7971
Orchard St.:
North to Armitage (northerly) *Ref* 6597
Webster to Belden (northerly) *Ref* 6597
Orleans St.:
North to Schiller (southerly) *Ref* 6597
Willow to Eugenie (southerly) *Ref* 6597
Wisconsin to Menomonee (southerly) *Ref* 6597
Ottawa Av.: Belmont to Addison (northerly) *Ref* 6459
Overhill Av.: Addison to Belmont (southerly) *Ref* 6459, 7977, 8305 (survey)
Peoria St.: 69th to 71st (southerly-survey) *Ref* 5284
Perry Av.: 69th to 70th (southerly) *Ref* 8305
Pioneer Av.: Belmont to Irving Park Rd. (northerly) *Ref* 6596
Pittsburgh Av.: Irving Park Rd. to Addison (southerly) *Ref* 6596
Poe St.: Kenmore to Wisconsin (southwesterly) *Ref* 6597
Potomac Av.: Central Park to Hamlin (westerly) *Ref* 5697 *Passed* 6030
Prairie Av.: 25th to 26th (northerly) *Rejected* 5281
Princeton Av.: 71st to 75th (northerly-survey) *Ref* 5284
Rice St.:
Damen, alley e. of Western (westerly) *Ref* 5697-98 *Passed* 6332
Damen to Western Eliminating Ordnce. *Ref* 5697-98 *Passed* 6332
Damen to Western (westerly) *Passed* 5450
Richmond St.: Pershing Rd. to 47th (southerly) *Ref* 7977
Rutherford Av.: Belmont to Diversey (northerly) *Ref* 5786
Saginaw Av.: 126th Pl. to 130th (southerly) *Passed* 5280
St. James Pl.: Lakeview to 260 ft. w. (easterly) Eliminating Ordnce. *Ref* 8305
St. Louis Av.: 43rd to 47th (southerly) *Ref* 7977
St. Paul Av.: North Park to Wells (easterly) *Ref* 6579
Sawyer Av.:
Milwaukee to Wrightwood (northerly) *Ref* 6415 *Passed* 7971
47th to 43rd (northerly) *Ref* 7977
Sedgwick St.: Webster to Grant Pl. (northerly) *Ref* 6597
Seeley Av.: 33rd to 37th (southerly) *Ref* 7977

**One-way traffic:**
Seminary Av.:
Armitage to Belden (northerly) *Ref* 6597
Belden to Fullerton (northerly) *Ref* 7978
Sheffield Av.: Clybourn to Armitage *Ref* 7390, 7782
Spaulding Av.:
Wrightwood to Milwaukee (southerly) *Ref* 6415 *Passed* 7971
43rd to 47th (southerly) *Ref* 7977
Superior St.:
Damen to Hoyne (westerly) *Ref* 6415 *Passed* 7971
Western to Hoyne (easterly) *Ref* 6415 *Passed* 7971
Talman Av.: 47th to Pershing Rd. (northerly) *Ref* 7977
Terra Cotta Pl.: Altgeld to Clybourn (southwesterly) *Ref* 6597
Thomas St.:
Damen to Western (easterly) *Passed* 5450
Pulaski Rd. to Grand (easterly) *Ref* 5697 *Passed* 6030
Thorndale Av.:
Kedzie to Central Park (westerly) Eliminating Ordnce. *Passed* 6332
Spaulding to Central Park (westerly) *Passed* 6332
Spaulding to Jersey (easterly) *Ref* 6109 *Passed* 6332
Spaulding to Kimball (westerly) *Ref* 6109
Throop St.: 67th to 71st (southerly) *Ref* 5697 *Passed* 7971
Tripp Av.: Archer to 51st Eliminating Ordnce. *Rejected* 5281
Troy St.: Pershing Rd. to 47th (southerly) *Ref* 7977
Trumbull Av.:
47th to 43rd (northerly) *Ref* 7977
51st to 53rd (northerly) *Passed* 5602
Walton St.: Damen to Western (westerly) *Passed* 5450
Washtenaw Av.: Pershing Rd. to 47th (southerly) *Ref* 7977
Wayne Av.:
Belden to Fullerton (northerly) *Ref* 7978
Clybourn to Belden (northerly) *Ref* 6597
Webster Av.: Clark to Lincoln Park West (easterly) *Ref* 5697
Weed St.: Ogden to Frontier (westerly) *Ref* 6597
Wellington Av.: Austin to Narragansett (westerly) *Ref* 7977
Whipple St.: Pershing Rd. to 47th (southerly) *Ref* 7977
Wilson Av.: Kildare to Kilpatrick (westerly) *Ref* 5786
Winchester Av.: Pershing Rd. to 35th (northerly) *Ref* 7977
Wisconsin St.:
Bissell to Halsted (easterly) *Ref* 6597
Poe to Maude (southwesterly) *Ref* 6597
Wolcott Av.: 34th to Pershing Rd. (southerly) *Ref* 7977
Yale Av.: 63rd to Marquette (northerly-survey) *Ref* 5284
48th St.: Ashland to Damen (westerly) *Ref* 5283
54th Pl.: Lake to Drexel Eliminating Ordnce. *Ref* 7800
54th St.: Cottage Grove to Drexel (westerly) *Passed* 5449 Eliminating Ordnce. *Ref* 6336
60th St.: Halsted to Damen (westerly) *Ref* 8305
61st St.: Damen to Halsted (easterly) *Ref* 8305
65th St.: Loomis to Ashland (westerly) *Ref* 5340 *Passed* 7971
66th St.: Ashland to Loomis (easterly) *Ref* 5340 *Passed* 7971
68th St.:
Halsted to Peoria (easterly-survey) *Ref* 5284
Morgan to Ashland (westerly) *Ref* 8305
69th Pl.: Damen to Hamilton (westerly) *Ref* 8305
70th St.: Ashland to Morgan (easterly) *Ref* 8305
73rd St.: Homan to Kedzie (easterly) *Ref* 5340
77th St.: Kedzie to Sawyer (easterly) *Ref* 5604
84th St.: Burley to Green Bay (easterly-survey) *Ref* 5698

**One-way traffic:**
- 85th St.: Green Bay to Burley (westerly-survey) *Ref* 5698
- 103rd Pl.: Charles to Loomis (easterly) *Ref* 5283 *Passed* 5602
- 126th Pl.: Marquette to Saginaw (westerly) *Passed* 5280
- 129th St.: Saginaw to Carondolet (easterly) *Passed* 5280
- 130th St.: Avenue K, Brainard, 138th (survey) *Ref* 7800

Ontario St.:
- Parking prohibited (all times): 116-20 E. *Eliminated* 6025
- Property acquisition at Orleans for MFT channelization *Def* 6299-6302 *Passed* 6422-25

Onward Neighborhood House Nursery School: License-fee exemption *Ref* 5457 *Passed* 5497

Opal Av.: Paving—Addison to 26 ft. w. to 28 ft. s. of Belmont *Ref* 5971-81 *Passed* 8291-92

Oplatka, Otto (Frank Steck): Spec.-assess. settlement *Passed* 6076

Orange Av.: Paving—Addison to 14.3 ft. w. to 28 ft. s. of Belmont *Ref* 5971-81 *Passed* 8291-92

Orchard St.: Street vacation bet. Dickens and Webster [Dept. of Urban Renewal (Project Lincoln Park I)] Draft Ordnce. *Noted* 5948

Ordinances: Violators of municipal ordinances allowed to be incarcerated: Gen. Assem. urged to enact [H.B. 2787] *Def* 5521 *Noted* 5613

**Ordinances (general):**
- [*Particular ordinances listed under subject headings*]
- Acceptance [*listed under names of grantees*]
- Bonds under ordinances [*listed under names of grantees*]
- Building Code [*separate headings*]
- Chicago Zoning Ordinances (*See* Zoning Ordinance, Chicago)
- Municipal Code of Chicago [*separate heading*]
- Publication in pamphlet form [also listed separately as Committee Pamphlets] *Noted* 5180, 5321, 5357, 5468, 5564-65, 5621, 5729, 5810-11, 5884, 5968, 6054, 6188, 6254, 6360, 6447, 6477, 6561, 7217, 7254, 7378, 7755, 7794, 7853, 7994

Orelove, Michael D.: Zoning-reclassification request [4-G] *Ref* 6255 *Def* 7220 *Passed* 7370

Oriole Av.: Paving—Addison to 11.5 ft. n. to Belmont to 9.5 ft. s. *Ref* 7856-66

Orleans St.: Sidewalk—art fair permit bet. Menomonee and Wisconsin [Old Town Triangle Assn.] *Passed* 5456

O'Rourke, (Ald.) Robert J.: Absence from Council meeting *Noted* 5318, 7215, 7245

Osceola Av.: Paving—Forest Preserve to Addison *Ref* 5470 *Passed* 5681

O'Toole, Justin: Appointment (Rehabilitation of Persons, Comn. for) *Ref* 6186 *Approved* 6310

O'Toole, Paul L.: Zoning-reclassification request [32-E] *Ref* 5730 *Def* 7221 *Rejected* 7373

Ottawa Av.: Paving—Irving Park to Forest Preserve *Ref* 5471 *Passed* 5681

Our Lady of Grace Church: Building permits (free) *Ref* 7985 *Passed* 8113

Outer Drive North: Name change to *Apollo* 11 *Drive* *Ref* 5949

Owens, Donald T. et al.: Vacation of alley Draft Ordnce. *Noted* 6418

Ozark Airlines, Inc.: Lease agreement with City for Parking facilities and construction of runways *Def* 7934-39 *Passed* 8002-17

Pacelli, Albert: Spec.-assess. settlement *Passed* 5400-01

Pachynski, Erasmus I. and Carolyn B.: Spec.-assess. settlement *Passed* 6378-79 (2)

Pamphlets [*listed as* Committee Pamphlets]

Pan American Airlines, Inc.: Lease agreement with City for Parking facilities and construction of runways *Def* 7934-39 *Passed* 8002-17

Pancoe, M.A. and Sons: Lease to City *Passed* 7904, 7911-12

Panzo, Joseph d/b/a Rocky & Sons Bait Shop: Lease at Navy Pier *Passed* 5392-93

Paquette's Marina and Seaplane Base, Inc.: Lease at Navy Pier *Def* 5582-83 *Passed* 5709-11

Parade and rally: Resolution concerning recent parade etc. in Chicago *Ref* 5287 *See* 5318-19, 5445-57, 5557-59

Parent School: License-fee exemption *Ref* 5546 *Passed* 6072

Parental Responsibility Law (liability for damage caused by minors): Gen. Assem. urged to enact [S.B. 57] *Def* 5241 *See* 5349

Paris Av.: Speed limit; Addison to Irving Park Rd. *Ref* 5698 *Rejected* 6333

Paris, Frank: Zoning-reclassification request [1-M] *Ref* 5730 *Def* 6304 *Passed* 6425

Parise, Angelo:
- Sewer-service connection *Passed* 5645
- Water-service connection *Passed* 5646

Park Employes' A&B Fund:
- Appropriation for 1970 *See* 54, 528 (*Note* 6638)
- Estimates for 1970 revenue *See* 9 (*Note* 6638)

Park View Home: License-fee exemption *Passed* 5217

Park View Home (Rose Eisenberg Memorial): License-fee exemption *Ref* 7369 *Passed* 7383

Park View Lutheran Church: Building permits (free) *Ref* 7788 *Passed* 7913

Park West Community Association: Carnival permit (2) *Passed* 5544

Parker Av.:
- Parking prohibited (all times):
  - Kimball (alley w.—both sides) *Passed* 6329
  - Kimball (alley w.—n. side) *Ref* 5869
  - Kimball (110 ft. w. to alley w.) Eliminating Ordnce. *Ref* 5869 *Passed* 6328

Parker, Curt: Zoning-reclassification request [17-H] *Ref* 6255 *Def* 7221 *Rejected* 7373

Parking, Bureau of [*listed under* Streets and Sanitation, Department of]

Parking facilities (*See also* Parking Facility (Revenue Bonds))
- Motor Vehicles Chicago-O'Hare International Airport: Motor vehicle parking facility and 4R-22L runway construction (Plans and specifications) *Def* 7933-34 *Passed* 8002
- Site designation for construction of parking facility in Burnham Park *Adopted* 7869-70

**Parking Facility (Revenue Bonds):**
- Financial report *Filed* 5468, 5565
- Financial report for 1968 *Filed* 5565
- Financial statement for 1969 *Filed* 6189
- Operator agreements for 56 neighborhood and downtown facilities for 1970 *Ref* 7217 *Def* 7339-57 *Passed* 7412-7748
- Project A-1 (Central Business District—63rd and Halsted Shopping Center)
- Project A-2 (North Michigan Avenue Area)
- Project A-3 (Madison-Pulaski, Broadway-Lawrence, Lincoln-Belmont, Roseland, Milwaukee-Ashland, 47th-South Park Business Areas)
- Project A-4:
  - 55th-Lake, Devon-Western, 91st-Commercial, 35th-Halsted, Roosevelt-Halsted, 47th-Ashland, 63rd-Woodlawn, Grand-Harlem, Roosevelt-Kedzie, Madison-Kedzie, Milwaukee-Diversey, Chicago-Ashland, Lincoln-Lawrence-Western, 71st-Jeffery, Belmont-Central, 26th-Pulaski, 26th-Kedzie, 95th-Damen, 79th-Ashland
- Right-of-way monthly reports (including Superhighways and Calumet Skyway) [*listed under* Public Works, Department of]
- Site No. 1 (11 W. Wacker Dr.): operation agreement [Rialto Parking Service Corp., Inc.] *Ref* 7217 *Def* 7339 *Passed* 7412-18
- Site No. 2 (20 S. Wacker Dr.): operation agreement [System Auto Parks & Garages, Inc.] *Ref* 7217 *Def* 7339 *Passed* 7419-40

**Parking Facility (Revenue Bonds):**

Site No. 3 (535 S. State): operation agreement [System Auto Parks & Garages, Inc.] *Ref* 7217 *Def* 7339

Site No. 4 (506 N. Rush): operation agreement [M&M Parking Co.] *Ref* 7217 *Def* 7340 *Passed* 7433-40

Site No. 5 (875 N. Rush): operation agreement [M&M Parking Co.] *Ref* 7217 *Def* 7340 *Passed* 7441-48

Site No. 6 (259 E. Superior): operation agreement [LaSalle-Randolph Garage Corp.] *Ref* 7217 *Def* 7340 *Passed* 7448-55

Site No. 7 (1130 W. Lawrence): operation agreement [Sam D. Kaplan Auto Parks] *Ref* 7217 *Def* 7340 *Passed* 7455-61

Site No. 8 (120 N. LaSalle): operation agreement [LaSalle Parking Corp.] *Ref* 7217 *Def* 7340 *Passed* 7461-68

Site No. 9 (320 N. LaSalle): operatio nagreement [Rialto Parking Service Corp.] *Ref* 7217 *Def* 7341 *Passed* 7468-75

Site No. 10 (535 N. St. Clair): operation agreement [Norman Auto Parks, Inc.] *Ref* 7217 *Def* 7341 *Passed* 7475-82

Site No. 18 (4050 W. Washington Boul.): operation agreement [G and J Parking] *Ref* 7217 *Def* 7341 *Passed* 7282-88

Site No. 19 (4045 W. Washington Boul.): operation agreement [G and J Parking] *Ref* 7217 *Def* 7341 *Passed* 7488-93

Site No. 21 (22 N. Keeler): operation agreement [G and J Parking] *Ref* 7317 *Def* 7341 *Passed* 7494-99

Site No. 23 (4842 N. Kenmore): operation agreement [Sam D. Kaplan Auto Parks] *Ref* 7217 *Def* 7242 *Passed* 7499-7505

Site No. 24 (4526 N. Broadway): operation agreement [Sam D. Kaplan Auto Parks] *Ref* 7217 *Def* 7342 *Passed* 7505-11

Site No. 25 (845 W. Wilson): operation agreement [Sam D. Kaplan Auto Parks] *Ref* 7217 *Def* 7342 *Passed* 7511-17

Site No. 26 (931 W. Carmen): operation agreement [Sam D. Kaplan Auto Parks] *Ref* 7217 *Def* 7342 *Passed* 7517-22

Site No. 27 (1515 W. Belmont): operation agreement [Sam D. Kaplan Auto Parks] *Ref* 7217 *Def* 7342 *Passed* 7522-28

Site No. 28 (1530 W. Barry): operation agreement [Sam D. Kaplan Auto Parks] *Ref* 7217 *Def* 7343 *Passed* 7528-34

Site No. 29 (1635 W. Melrose): operation agreement [Sam D. Kaplan Auto Parks] *Ref* 7217 *Def* 7343 *Passed* 7534-40

Site No. 30 (1615 W. Roscoe): operation agreement [Sam D. Kaplan Auto Parks] *Ref* 7217 *Def* 7343 *Passed* 7540-46

Site No. 31 (3155 N. Paulina): operation agreement [Sam D. Kaplan Auto Parks] *Ref* 7217 *Def* 7343 *Passed* 7546-51

Site No. 32 (1602 W. Barry): operation agreement [Sam D. Kaplan Auto Parks] *Ref* 7217 *Def* 7343 *Passed* 7551-57

Site No. 33 (1531 W. Melrose): operation agreement [Sam D. Kaplan Auto Parks] *Ref* 7217 *Def* 7344 *Passed* 7557-63

Site No. 34 (17 E. 112th Pl.): operation agreement [Safeway Parking Co.] *Ref* 7217 *Def* 7344 *Passed* 7563-69

Site No. 35 (29 E. 112th): operation agreement [Safeway Parking Co.] *Ref* 7217 *Def* 7344 *Passed* 7569-75

Site No. 36 (9 E. 111th Pl.): operation agreement [Safeway Parking Co.] *Ref* 7217 *Def* 7344 *Passed* 7575-80

Site No. 37 (5404 S. Cornell): operation agreement [L.E. Alport and Co.] *Ref* 7217 *Def* 7344 *Passed* 7581-86

Site No. 38 (1241 N. Paulina): operation agreement [Sam D. Kaplan Auto Parks] *Ref* 7217 *Def* 7345 *Passed* 7586-92

**Parking Facility (Revenue Bonds):**

Site No. 39 (1217 N. Bosworth): operation agreement [Sam D. Kaplan Auto Parks] *Ref* 7217 *Def* 7345 *Passed* 7592-98

Site No. 40 (1352 N. Bauwans): operation agreement [Sam D. Kaplan Auto Parks] *Ref* 7217 *Def* 7345 *Passed* 7598-7603

Site No. 42 (4735 S. Vincennes): operation agreement [G&J Parking] *Ref* 7217 *Def* 7345 *Passed* 7604-09

Site No. 43 (4616 S. Prairie): operation agreement [G&J Parking] *Ref* 7217 *Def* 7345 *Passed* 7609-15

Site No. 44 (5230 S. Lake Park): operation agreement [L.E. Alport and Co.] *Ref* 7217 *Def* 7346 *Passed* 7615-21

Site No. 45 (6333 N. Western): operation agreement [Sam D. Kaplan Auto Parks] *Ref* 7217 *Def* 7346 *Passed* 7621-27

Site No. 46 (6340 N. Campbell): operation agreement [Sam D. Kaplan Auto Parks] *Ref* 7217 *Def* 7346 *Passed* 7627-32

Site No. 47 (2552 W. Devon): operation agreement [Sam D. Kaplan Auto Parks] *Ref* 7217 *Def* 7346 *Passed* 7633-38

Site No. 48 (9140 S. Exchange): operation agreement [Safeway Parking Co.] *Ref* 7217 *Def* 7346 *Passed* 7638-44

Site No. 49 (4014 N. Laporte): operation agreement [Safeway Parking Co.] *Ref* 7217 *Def* 7347 *Passed* 7644-50

Site No. 54 (4705 S. Justine): operation agreement [Sam D. Kaplan Auto Parks] *Ref* 7217 *Def* 7347 *Passed* 7650-56

Site No. 55 (4633 S. Marshfield): operation agreement [Sam D. Kaplan Auto Parks] *Ref* 7217 *Def* 7347 *Passed* 7656-61

Site No. 56 (4747 S. Marshfield): operation agreement [Sam D. Kaplan Auto Parks] *Ref* 7217 *Def* 7347 *Passed* 7662-67

Site No. 57 (6339 S. Woodlawn): operation agreement [G&J Parking] *Ref* 7217 *Def* 7347 *Passed* 7667-73

Site No. 58 (6315 S. Evans): operation agreement [G and J Parking] *Ref* 7217 *Def* 7348 *Passed* 7673-79

Site No. 59 (7150 W. Medill): operation agreement [Safeway Parking Co.] *Ref* 7217 *Def* 7348 *Passed* 7679-85

Site No. 60 (7165 W. Altgeld): operation agreement [Safeway Parking Co.] *Ref* 7217 *Def* 7348 *Passed* 7685-90

Site No. 61 (1220 S. Kedzie): operation agreement [G and J Parking] *Ref* 7217 *Def* 7348 *Passed* 7690-96

Site No. 64 (2816 N. Kimball): operation agreement [Henry C. Frenzel] *Ref* 7217 *Def* 7348 *Passed* 7696-7702

Site No. 65 (2630 N. Emmett): operation agreement [Henry C. Frenzel] *Ref* 7217 *Def* 7349 *Passed* 7702-08

Site No. 66 (2512 N. Willets Ct.): operation agreement [Henry C. Frenzel] *Ref* 7217 *Def* 7349 *Passed* 7708-14

Site No. 67 (2646 N. Kimball): operation agreement [Henry C. Frenzel] *Ref* 7217 *Def* 7349 *Passed* 7714-19

Site No. 68 (3620 W. Oakdale): operation agreement [Henry C. Frenzel] *Ref* 7217 *Def* 7349 *Passed* 7719-25

Site No. 69 (820 N. Marshfield): operation agreement [Sam D. Kaplan Auto Parks] *Ref* 7217 *Def* 7349 *Passed* 7725-31

Site No. 71 (2006 E. 72nd): opreation agreement [G and J Parking] *Ref* 7217 *Def* 7350 *Passed* 7731-37

Site No. 72 (1533 E. 67th): operation agreement [G and J Parking] *Ref* 7217 *Def* 7350 *Passed* 7737-42

Site No. 84 (5600 W. Lake): operation agreement [Safeway Parking Co.] *Ref* 7217 *Def* 7350 *Passed* 7742-48

Parking Facility (Revenue Sinking Fund): Property purchase at 4840-52 N. Kenmore [Dept. of Urban Renewal] *Passed* 8119

Parking garage sites (*See* Parking Facility (Revenue Bonds) *above*)

Parking lots (*listed under* Parking of vehicles)

**Parking meters:**

- [*Miscellaneous items listed under* General]
- Areas:
  - Cermak-Harrison-State-Wabash No. 90 (Project NSS) *Passed* 7963
  - Cermak-Harrison-State-Wabash No. 90 (Project NSS) Eliminating Ordnce. *Ref* 6551 *Passed* 7964
  - Chicago-State-Rush No. 108 (Project CSR) *Ref* 6414 *Rejected* 7973
  - Damen-Montrose No. 73 (Project MAY) *Passed* 7963
  - Elston-Montrose to Keeler No. 60 (Project NC) Amendatory Ordnce. *Rejected* 7973
  - Grand-Harlem No. 22 (Project GH) *Ref* 6226 *Passed* 7964
  - Medical Center District No. 113 (Project MCD) *Passed* 5691
  - "Milwaukee-Kimball-Diversey No. 41" (Project LOG) *Passed* 5598
  - "Near North Side No. 107" (Project NNS(S)) *Passed* 5599
  - Pulaski-North No. 21 (Project PN) *Ref* 5282 *Passed* 5598
  - Western-Devon No. 19 (Project WD) Amendatory Ordnce. *Ref* 5695 *Passed* 6023
- Bell Av.: Devon to alley n. and s. (both sides) *Ref* 5695-96 *Passed* 6023
- Bellevue Pl.: State to Lake Shore (alley e.—both sides) *Ref* 6414 *Rejected* 7973
- Broadway:
  - Montrose to Winona (both sides—area) Eliminating Ordnce. *Ref* 7367
  - Montrose to Winona (area—e. side) Amendatory Ordnce. *Ref* 7367
  - Montrose to 5050 N. (area—w. side) Amendatory Ordnce. *Ref* 7367
  - Winona to 5050 N. (area) Amendatory Ordnce. *Ref* 7367
- Cedar St.: State to Lake Shore Dr. (e.—both sides) *Ref* 6414 *Rejected* 7973
- Central Pk. Av.:
  - George to Milwaukee (w. side) *Ref* 5282
  - George to Oakdale (w. side) *Passed* 5598
  - Milwaukee to meters s. Eliminating Ordnce *Ref* 5282
- Chicago Av.:
  - 1419 W. (removal) *Ref* 5451 *Rejected* 5695
  - 1826 W.—removal *Rejected* 5602
- Cicero Av.: 3208 N. (removal) *Ref* 6108
- Clark St.: Argyle to Leland (both sides) *Ref* 6458
- Devon Av.: Bell to Hamilton (both sides) *Ref* 5695-96 *Passed* 6023
- Division St.: Lake Shore Dr. to 1200 N. (driveway—both sides—removal) *Ref* 8303
- Elm St.: State to Lake Shore Dr. (e.—both sides) *Ref* 6414 *Rejected* 7973
- Elston Av.:
  - 4391 N. (e. side) *Ref* 6334 *Rejected* 7973
  - 4451 N. Amendatory Ordnce. *Rejected* 5281
- Flourney St.: Paulina to Wood (both sides) *Ref* 5534 *Passed* 5691
- Foster Av.: Honore to Wolcott (both sides) *Ref* 6226
- Grand Av.: Nordica to Sayre (n. side) *Ref* 6226 *Passed* 7964
- Gunnison St.: Broadway to (alley w.—n. side) *Ref* 5695
- Hermitage Av.: Flourney to Polk (both sides) *Ref* 5534 *Passed* 5691
- Keeler Av.:
  - North (alley n.—to alley s.—both sides) *Ref* 5282 *Passed* 5598
  - North to alleys n. and s. (both sides) *Rejected* 5603
- Lake Shore (E.) Drive: Michigan (n.s. routing) Rate increase *Ref* 8303
- Lavergne Av.: Irving Park Rd. to alley n. (both sides) *Ref* 7975
- Lawrence Av.: Ashland to Clark (both sides) *Ref* 6458

**Parking meters:**

- Michigan Av.: 103rd to 107th (both sides) *Ref* 5785
- Milwaukee Av.: 2915 N. (2-removal) *Ref* 8303
- Montrose Av.:
  - Campbell to Western (s. side) *Ref* 7367 *Passed* 7963
  - Maplewood to Western (n. side) *Ref* 7367 *Passed* 7963
- Mozart St.:
  - North Av.: 5703-13 W. (removal) *Ref* 5940 *Rejected* 7973
  - 63rd to alley s. (both sides) *Ref* 7975
  - 63rd to alleys n. and s. (both sides) Eliminating Ordnce. *Ref* 7975
- Polk St.: Damen to Paulina (both sides) *Ref* 5534 *Passed* 5691
- Roosevelt Rd.: 3222-26 W. (area) Eliminating Ordnce. *Ref* 7231
- Taylor St.: Aberdeen to Carpenter (n. side) *Ref* 6596
- Wells St.:
  - Hubbard to Illinois (both sides) *Ref* 5282 *Passed* 5599
  - Hubbard to Illinois (both sides) *Ref* 5339 *Rejected* 5603
- Wood St.: Polk to Taylor (e. side) *Ref* 5534 *Passed* 5691
- 13th St.:
  - Indiana to Michigan (both sides—survey) *Ref* 6414 *Rejected* 7973
  - Indiana to State (both sides) *Ref* 6551 *Passed* 7963
  - Michigan to State (both sides) Eliminating Ordnce. *Ref* 6551 *Passed* 7964
- 69th St.: Ashland to Justine (removal—both sides) *Ref* 5451 *Rejected* 5695
- 115th St.: 131 E. (removal) *Rejected* 5281

Parking Revenue Fund:

- Appropriation for 1970 *See* 55-56, 534-541 (Note 6638)
- Estimates for 1970 revenue *See* 10 (Note 6638)

**Parking of vehicles (general):**

- Bus stands or stops [*listed under* Buses and bus lines]
- Investigation of rates in private garages (Chicago River, Congress, Michigan (area)) *Ref* 6118-19
- Loading zones [*separate heading*]
- Off-street facilities: (*also listed under particular locations*)
- Parking restrictions (*listed under locations*)
- Parking sites (public) (*See* Parking Facility (Revenue Bonds))
- Prohibitions (all times) [*listed under locations*]
- Prohibitions (rush hours) [*listed under locations*]
- Prohibitions (specified hours) [*listed under locations*]
- Restrictions (all times) [*listed under locations*]
- Restrictions (rush hours) [*listed under locations*]
- Restrictions (specfied hours) [*listed under locations*]
- Taxicab stands [*separate heading*]

**Parks, playgrounds, playfields, etc.** (See also Chicago Park District)

- Establishments: Ellis, Oakenwald, 42nd Pl., 43rd *Ref* 7802 *Adopted* 7925
- Miscellaneous:
  - Disapproval of use of park land for non-park building purposes *Ref* 5538
  - East End Park: name changed to *Barrett O'Hara* bet. Kenwood, Kimbark, 54th, 55th *Ref* 6036 *Def* 6309 *Re-ref* 7986 *Def* 8267-68
  - King High School: Memorialized to cancel and abandon all plans for a playground, etc. [Bd. of Ed., et al.] *Noted* 7925
- Property acquisitions:
  - Bishop, Loomis, 108th Pl., 109th Pl. for playlot *Ref* 5454, 6310 *Adopted* 6504
  - Carpenter (7830 S.) for tot-lot purposes *Ref* 5342, 6309-10 *Adopted* 6503-04
  - Cermak Rd. (4256 W.) for tot-lot purposes *Ref* 5542 *Adopted* 5644
  - Clifton (4518-24 N.) for tot-lot purposes *Filed* 5783
  - Edgewater Golf Club property for state park purposes *Adopted* 6476

- **Parks, playgrounds, playfields, etc.** (See also Chicago Park District)
  - Property acquisitions:
    - Euclid and 82nd (s.e. cor.) for playlot *Ref* 6111 *Passed* 6290
    - Flournoy (3600 W.) for playlot purposes *Ref* 5608-09 *Adopted* 5644
    - Green and 56th (n.w. cor.) for playlot purposes *Ref* 5540 *Adopted* 5644
    - Harrison (705 W.) for playlot purposes *Ref* 5609 *Adopted* 5644
    - Hartwell and 66th (s.e. cor.) for playlot *Ref* 5788 *Adopted* 5846
    - Karlov, Pulaski Rd. and Roosevelt Rd. s. of alley for playground *Ref* 6115 *Passed* 6290
    - May at 100th *Ref* 5703 *Passed* 5846
    - Winthrop (4646-50 N.) for tot-lot purposes *Filed* 5783
    - 69th St. bet. Prairie and Indiana for tot-lot *Ref* 5788 *Adopted* 5846
    - 71st bet. Kimbark and Woodlawn for playlot *Ref* 5788
  - Property leases:
    - Beilfuss Natatorium and Playground [Chicago Park District] *Passed* 7302-23
    - Clark Playground [Chicago Park District] *Passed* 7302-23
    - Griffith Natatorium and Block Park [Chicago Park District] *Passed* 7302-23
    - Gross Playground [Chicago Park District] *Passed* 7302-23
    - Hodes Park [Chicago Park District] *Passed* 7302-23
    - Jackson Natatorium [Chicago Park District] *Passed* 7302-23
    - Kells Playground [Chicago Park District] *Passed* 7302-23
    - Murray Playground [Chicago Park District] *Passed* 7302-23
    - Oakland Park [Chicago Park District] *Passed* 7302-23
    - Rogers Park Beach and Playground [Chicago Park District] *Passed* 7302-23
    - Seneca Park [Chicago Park District] *Passed* 7302-23
- Parnell Av.:
  - Building demolition 7916 S. *Passed* 8310-11
  - Paving—86th to 30 ft. n. to 15 ft. s. of W. 87th *Ref* 6257 *Passed* 6405-06
- Partee, Cecil A.:
  - Oath of office *Noted* 5967
  - Reappointment (Zoning Bd. of Appeals) *Approved* 5809
- Passavant Memorial Hospital: License-fee exemption *Passed* 5218
- Patton, John M.: Appointment (Air Pollution Technical Advisory Bd.) *Ref* 5954 *Approved* 6095
- Paulina St.:
  - Building demolitions:
    - 5933 S. *Passed* 8309-10
    - 6107 S. *Passed* 8309-10
  - Carnival permit e. side Paulina (2700 N.) [St. Bonaventure Church] *Passed* 5544
  - Lease at 112 S. for Com. on Urban Opportunity [Community Lutheran Church] *Passed* 6269
  - Parking prohibited (all times):
    - Blue Island (759 ft. s. to 165 ft. s.—e. side) *Passed* 6024
    - Gregory (20 ft. n. to 80 ft. n.—e. side) *Ref* 5603 *Passed* 6024
    - 18th Pl. to alley 100 ft. n. Eliminating Ordnce. *Ref* 6414-15 *Passed* 7965
    - 1655-59 S. *Ref* 7975
    - 2323-53 S. *Ref* 5282 *Rejected* 6030
    - 2333-53 S. (165 ft.) *Ref* 5696
    - 5001 N. *Ref* 7975
- Paul-Sey Investment Corp.: Vacation of alley *Passed* 5527-28
- Payrolls (duplicate) *Filed* 5180, 5320, 5467, 5564, 5620, 5729, 5810, 5967, 6188, 6254, 6359, 6477, 7217, 7755, 7852
- Peace, Department of: Congress and President memorialized to create *Ref* 6417
- Pearl Court: Street vacation bet. Dickens and Webster [Dept. of Urban Renewal (Project Lincoln Park I)] Draft Ordnce. *Noted* 5948
- Pearson St.: Parking prohibited (all times): 18 E. *Eliminated* 6025
- Pecord, Joseph: Zoning-reclassification request [20-H] *Ref* 5469 *Def* 6020 *Rejected* 6181
- Pedestrian-control signals [*listed as* Traffic-signal lights]
- Peerless Confection Co.: Switch track *Ref* 6462 *Passed* 7223
- Pegues, Mr. and Mrs. Fred: Regret expressed on recent fire at their home *Ref* 6232
- Pejkovich, George: Zoning-reclassification request [26-A] *Ref* 5565 *Def* 5664 *Rejected* 5805
- Pellegrini, Elio and Marie (Charles W. and Eleanor Geijer) Street vacation *Passed* 5527
- Penalties and Interest on Special Assessment Fund [*listed under* Special Assessments (Penalties and Interest on) Fund]
- Penick (S.B.) & Co.: Switch track *Ref* 5792 *Passed* 5935 *Journal correction* 6238
- Penn Central Transportation Co. Execution of contract with City for Halsted-Kinzie-Wayman Sts. viaduct *Ref* 6251-52 *Passed* 6501-03
- Penndel Co. et al.:
  - Street vacations Draft Ordnce. *Noted* 6460
  - Vacation of alley Draft Ordnce. *Noted* 6460
- Pension funds [*listed under names of particular funds*]
- Pentagon Pattern and Engineering Co.: Vacation of alley Draft Ordnce. *Noted* 5947 *Passed* 8283-84
- Peoples, (Lt. Col.) Joseph W.: Invocation *Noted* 5721
- Peoples Pontiac, Inc.: Lease to City *Passed* 6269-76
- Peoria Dr.:
  - Street opening bet. Halsted and 42nd n. of 65th [Dept. of Urban Renewal] *Passed* 5253-56
  - Street vacation bet. Halsted to a line 123.9 ft. w. (formerly known as w. 62nd) Draft Ordnce. *Noted* 7784
- Peoria Rockford Bus Co.: Agreement for direct transportation of passengers bet. Rockford, Ill. and Chicago-O'Hare International Airport Amendatory Ordnce. *Passed* 5637
- Peoria St.:
  - Building demolitions:
    - 5836 S. (garage) *Passed* 6112
    - 5914 S. *Passed* 6233-34
    - 6009 S. *Passed* 8309-10
  - Leases: 27 and 29 S. for Dept. of Water and Sewers [Helen R. Nerney] *Def* 5779-80 *Passed* 5876
  - Parking prohibited (specified hours): 87th to 88th (both sides) Eliminating Ordnce. *Ref* 6415 *Passed* 7967
  - Water-supply pipes: 75th to 79th *Passed* 6390
- Perez, Santos: Reappointment (East Humboldt Park-Near Conservation Community Council) *Filed* 5177
- Perlow, Gerald: Zoning-reclassification request [17-H] *Ref* 6255 *Def* 7221 *Rejected* 7373
- Permits (buildings) [*listed under* Buildings or locations]
- Perry Av.:
  - Parking prohibited (specified hours):
    - 95th to 93rd (both sides) *Passed* 6329
    - 95th to 97th (both sides) *Passed* 6329
- Pershing Rd.: Street opening; Cottage Grove to Langley [Dept. of Urban Renewal] Draft Ordnce. *Noted* 6337
- Person, Iola: Reappointment (West Woodlawn Conservation Community Council) *Filed* 5177
- Personal services paid by voucher (1968) *Filed* 2847-51, 3461-65
- Personal services paid by voucher (1969) *Filed* 5324-34, 5358-62, 5982-86, 6258-63
- Peshtigo Ct.: Conduits s. of Grand [Kraftco Corp.] *Ref* 5705 *Passed* 5857 acceptance and bond *Noted* 6054
- Peters, Victor S. Jr.: Spec.-assess. settlement (3) *Passed* 5750-51

Peterson Av.:
  Parking prohibited (all times): 4102 W. *Ref* 6334
  Parking prohibited (specified hours):
    Campbell (80 ft. e. to 30 ft. e.—s. side) *Ref* 6415 *Passed* 7966
    Cicero (200 ft. e.—n. side) Eliminating Ordnce. *Ref* 5941, 6552 *Rejected* 6333
    Kostner (200 ft. e. to 200 ft. w.—both sides) *Ref* 6227 *Passed* 7966
  Property acquisition at Western for MFT channelization *Def* 6299-6302 *Passed* 6422-25
Peterson, Henry A. and Clara Mae and Peerless Federal Savings and Loan Assn.: Vacation of alley Draft Ordnce. *Noted* 5292
Peterson, John E.: Oath of Office *Noted* 6447
Peterson, Warren R.: Zoning-reclassification request [13-P] *Ref* 5469 *Def* 6019 *Passed* 6170
Phares, Donald: Zoning-reclassification request [13-N] *Ref* 5730 *Def* 7221 *Rejected* 7373
Phifer, Frank M., et al.: Vacation of alley *Passed* 5264-65
Philadelphia, Baltimore and Washington RR. Co.: Execution of contract with City for Halsted-Kinzie-Wayman Sts. viaduct *Ref* 6251-52 *Passed* 6501-03
Phoenix Closures, Inc.: Tunnel *Passed* 5247 acceptance and bond *Noted* 5728
Piazza, Anthony: Zoning-reclassification request [16-M] *Ref* 5730 *Def* 7220 *Passed* 7371
Pier Sandwich Shop, Inc.: Lease at Navy Pier *Passed* 5393-94
Pieroni, Matil, et al.: Zoning-reclassification request [17-O] *Ref* 7995
Pilsen Neighbors: Carnival permit *Passed* 5606
Pine Grove Av.:
  Parking prohibited (all times):
    Sheridan, Surf (T-alley s. of 2817 N.) *Ref* 5603 *Rejected* 6030
    3710 N. (driveway) *Ref* 6596 *Rejected* 7973
Pinkert, Joseph S.: Leases to City (2) *Def* 7362 *Passed* 7399
Pioneer Av.: Paving—Roscoe to 313 ft. n. of Belmont to 28 ft. s. *Passed* 5270
Pioneer Trust and Savings Bank:
  Depositary of City/school funds *Passed* 7294
  Depository for Model City Program Fund *Passed* 6193
Plamondon, (Mr. and Mrs.) George: Awarded the Chicago Medal of Merit for bravery by Mayor *Noted* 7749
Plan Commission, Chicago (*See* Chicago Plan Commission)
Planned Development Cablevision: Franchise agreement to operate cable TV *Ref* 7996
Planning (City) (*See* Chicago Plan Commission *and* Housing and Slum clearance)
Planning and Housing, Committee on:
  Appropriation for 1970 *See* 18, 81 (Note 6638)
  Membership assignments *Def* 5239, 6591-93 *Adopted* 5347, 7235
Plasto Manufacturing Co.: Platform *Ref* 5343 *Passed* 5524 acceptance and bond *Noted* 5966
**Plats of consolidation (approvals):**
**Plats of dedication (approvals):**
  Canfield bet. Foster and 325 ft. n. *Ref* 5456
  Foster bet. Canfield and 1172 ft. w. *Ref* 5456 *Passed* 5525
  Oakview bet. Leland and Lawrence *Ref* 8314
**Plats of resubdivision (approvals):**
  Barry, Belmont, Nashville, CMStP&P RR. R/W *Passed* 5250
  Packers bet. 44th and 130 ft. s. *Passed* 5250
  Packers bet. 44th and 635.84 ft. s. *Passed* 5250
  44th bet. Ashland and Packers *Passed* 5250
  57th, 58th, Belt Railwy Co. R/W and alley e. (area) *Ref* 5607 *Passed* 5669
**Plats of subdivision (approvals):**
  Catalpa, Chester, Gregory, Pueblo *Ref* 5290-91 *Passed* 5441
  Delphia bet. Lawrence and 100 ft. s. *Ref* 5792 *Passed* 5860-61
  Delphia bet. Leland and 345 ft. n. (both sides) *Ref* 5290-91 *Passed* 5441
  Potowatomie bet. Lawrence and 106 ft. s. *Ref* 5792 *Passed* 5860-61
  Torrence, 121st, 122nd (1279.4 ft. w.) *Ref* 5341-42
Playgrounds, playfields, etc. (*See* Parks, playgrounds, playfields)
Plumbers, Board of Examiners: Appointment of member *Ref* 6250 *Approved* 6363
Plumbing Inspection, Bureau of: Appropriation for 1970 *See* 370 (Note: 6638)
Poferl, Marie: Spec.-assess. settlement *Passed* 5751
Polcyn, Helen: Lease to City *Passed* 5571
**Police, Department of:**
  Agreement with property owners for installation, etc. of electrical communication facilities *Ref* 6251 *Passed* 6365-66
  Appropriation for 1970 *See* 23, 192-223 (Note 6638)
  Annuity and Benefit Fund (*See* Policemen's A&B Fund)
  Choice of personal hand weapon *Ref* 6463
  Commendation to officers of 4th District for arrest of extortionist *Adopted* 5944
  Employes: Policemen; Allowed to reside outside the corporate limits of municipality [H.B. 1487] Gen. Assem. urged not to enact *Def* 5436 *Noted* 5557
  Expression of gratitude to members for heroic conduct during confrontation on South Side *Adopted* 5319-20
  Freedom of expression and security from unreasonable search and arrest, etc. *Ref* 7802
  Increase in police personnel in Armitage-Dayton area *Ref* 6119
  Mace: submission to analysis for determination of effects on victims *Ref* 5701, 6307 (2)
  Monument (repairs) to Chgo. Police Officers slain in Haymarket Riot *Ref* 6233 *Passed* 6399-400
  Permission required by organization to publish title, etc.: Gen. Assem. urged to enact [H.B. 1810] *Def* 5594 *Noted* 5716
  Physicians to report cases of child-abuse: Gen. Assem. urged to enact [H.B. 1821] *Def* 5595 *Noted* 5717
  Policemen:
    Residency requirements, etc. (Sec. 10-1-18.2 Ill. Mun. Code): Gen. Assem. urged not to enact [S.B. 296] *Def* 5242 *See* 5348-49
    Residency requirements, etc. (Sec. 10-2.1-17.1 Ill. Mun. Code): Gen. Assem. urged not to enact [S.B. 297] *Def* 5242 *See* 5348-49
  Property acquisitions:
    Indiana (11501 S.) *Passed* 5755
    Racine (6138 S.) for parking site; payment of judgment *Passed* 5223
    115th (201 E.) *Passed* 5755
  Transfer of funds (1969) *Passed* 6193, 7379
  Transfer of parking facility at 1259-1322 S. Morgan to Dept. of Urban Renewal *Passed* 5839
Police Board:
  Appropriation for 1970 *See* 23, 191 (Note 6638)
  Appointment of member *Ref* 5356 *Approved* 5534
Police, Fire, Civil Service, Schools and Municipal Institutions, Committee on:
  Appropriations for 1970 *See* 18, 81 (Note 6638)
  Despres, (Ald.) Leon M.: added to membership *Ref* 5456
  Membership assignments *Def* 5239 *Adopted* 5347
  Police mounted patrol (possible restoration of) *Ref* 6042
  Singer, (Ald.) William S.: membership assignment *Adopted* 5664
Police Lieutenants Assn., Chicago [*listed as* Chicago Police Lieutenants Assn.]

- Police mounted patrol: Restoration of police mounted patrol to control assembly of crowds, etc. *Ref* 6042
- Police Sergeants Assn., Chicago [*listed as* Chicago Police Sergeants Assn.]
- Policemen's A & B Fund:
  - Annual report for 1968 *Filed* 5730
  - Appropriation for 1970 *See* 53, 527 (Note 6638)
  - Deletion of provisions pertaining to the benefits of policemen's widows who remarry *Noted* 6298, 6338
  - Estimates for 1970 revenue *See* 9 (Note 6638)
  - Pension contributions based on salary received, etc.: Gen. Assem. urged to enact [S.B. 888 (H.B. 1884)] *Def* 5595 *Noted* 5718
  - Policemen's Pension Law: provision to terminate widow's annuity upon remarriage *Ref* 5286
- Policemen's A&B Fund, Retirement Board: Reappointment of member *Approved* 5356, 7752-53
- Polish Publishing Co.: elevator shaft Amendatory Ordnce. *Passed* 5541
- Polk St.:
  - Building demolitions:
    - 2825 W. *Passed* 5947
    - 2838 W. *Passed* 5947
    - 4547 W. *Passed* 5542
  - Steam pipe e. of Sherman across LaSalle [Railway Express Agency, Inc.] Repealing Ordnce. *Ref* 5885 *Passed* 6099
  - Street closing w. of Loomis [Dept of Urban Renewal] *Passed* 5257-58
  - Street opening n. of Loomis [Dept. of Urban Renewal] *Passed* 5257-58
- Pollution (*See also* Air Pollution):
  - Creation of Dept. of Environmental Control *Ref* 6444 *Def* 6523-46 *Passed* 6602-25
  - Water:
    - Detergent products containing phosphates prohibited *Ref* 8315
    - McCormick Place connection with Chgo. sewage system (Metropolitan Fair and Exposition Authority) *Ref* 8308
- Polonia Coal Co.: Switch track *Ref* 5290 *Passed* 5440
- **Port of Chicago, Department of:**
  - Annual report *Filed* 5468
  - Appointment of Port Director *Ref* 6443 *Approved* 6551
  - Appropriation for 1970 *See* 30, 349-53 (Note 6638)
  - Transfer of funds (1969) *Passed* 6264
- Port of Chicago, Wharves and Bridges, Committee on:
  - Appropriation for 1970 *See* 17, 80 (Note 6638)
  - Member assignments *Def* 5239, 6591-93 *Adopted* 5347, 7235
- Port District, Chicago Regional [*listed as* Chicago Regional Port District]
- Porter (H.K.) Co., Inc.: Occupancy of space *Ref* 5290 *Passed* 5441
- Poston, Wallace H.:
  - Appointment (Environmental Control, Dept. of) *Ref* 7752 *Approved* 7799
  - Oath of Office *Noted* 7853
- Potential School for Exceptional Children, Inc.: License-fee exemption *Ref* 6046 *Passed* 6072
- Potomac Av.:
  - Parking prohibited (all times): Cicero to alley w. (n. side) *Ref* 5535 *Passed* 6024
  - Parking prohibited (specified hours):
    - Central Park to first alley w. (s. side) *Ref* 6335 *Passed* 7966
    - Cicero to Lamon (both sides) *Eliminated* 6026
    - Cicero to Lamon (s. side) *Passed* 6026
    - Lamon to alley w. of Cicero *Passed* 6026
- Poznanovich, Samuel M.: Spec-assess. settlement *Passed* 5401
- Prairie Av.: Parking prohibited (all times): 5017-19 S. *Ref* 7975
- Pratt Av.:
  - Arterial Hwy. syst. inclusion: (Western to Kedzie) *Passed* 5276 State approval *Noted* 5467-68
  - Pavement repairs bet. Kedzie and Western: MFT expenditure *Passed* 5508 State approval *Noted* 5729
  - Sidewalks—California to 70 ft. w. to 370 ft. w. (n. side) *Ref* 7757 *Passed* 8290
- Prayer (silent) in absence of chaplain *Noted* 6347
- Presbyterian-St. Luke's Hospital:
  - Building permits (free) *Rejected* 8153
  - License-fee exemption *Ref* 7234 *Passed* 7297
  - Property bid at 2049 W. Washington Boul. *Ref* 7995-96
- Presbyterian-St. Luke's Hospital (Mile Square Annex): Building permits (free) *Rejected* 8153
- Press (*See* Newspapers and magazines)
- Price, Leo & Sons Inc.: Lease to City [Police Dept. and Community Service Aide Offices] *Def* 7958-60 *Passed* 8328
- Princeton Av.:
  - Building demolition 5721 S. *Passed* 5540
  - Parking prohibited (specified hours): 95th to 97th (both sides) *Passed* 6330
  - Spec.-assess. foreclosures: 9525 S. *Passed* 7923
- Pritzker (Nicholas J.) Center and Hospital: License-fee exemption *Ref* 6601 *Passed* 7297
- **Proclamations Noted:**
  - A Week of National Unity 6359
  - Ahepa Charity Day 7755
  - Alcoholism Information Month 7217
  - Alitalia Day 5620
  - American Art Week 6054
  - American Business Women's Week 5179
  - American-Slovak Charitable Day 5883
  - American Sokol Slet Days 5564
  - Antiques Appreciation Week 7852
  - Arbor Day 5320
  - Armed Forces Day 5467
  - Army ROTC Week 7217
  - Asthma and Allergy Week 5320
  - Austrian Province Day (10th) 6446
  - Automatic Merchandising Week 5467
  - Baby Week 7852
  - Back-To-School Month 5966
  - Barbershop Harmony Week 5467
  - Barney's Market Club Week 6253
  - Be Kind to Animal Week 5179, 7993
  - Better Business Bureau Month 7993
  - Better Communication Week 5966, 6187
  - Blood Donor Month 6187, 7755
  - B'nai B'rith Month 6187
  - Boys Town Day of Italy 5357
  - Bud Billiken Day 5883
  - Bulgarian Day 7993
  - Byelorussian Independence Day 5179
  - Canada Day 5467
  - Candy Day for the Blind 7794
  - Candy Week 5467, 5620
  - Captive Nations Week 5728
  - Centennial Celebration of the Chicago Chapter of the American Institute of Architects Days 5620
  - Channel 11 Membership Week 5966
  - Chartered Property and Casualty Underwriters' Day 6187
  - Chicago to Act as Host to His Holiness Khoren I, Catholics of the Armenian Apostolic Church 5620
  - Chicago Harry Boland Hurling Club Day 7793
  - Chicago International Film Festival Period 6359
  - Chicago Law Enforcement Week 6253
  - Chicago Maternity Center Day 7852
  - **Chicago Nurses Week 5179**

**Proclamations Noted:**
- Chicago Post Office Employee Day 5966
- Chicago Press Veterans' Day 6188
- Chicago Public School Employees' Recognition Week 5179
- Chicago Salesmen's Week 7852
- Chicago's Armed Forces Day 5467
- Chicago's March Against V.D. Month 7793
- Chick Evans Day 5883
- Children's Dental Health Week 7794
- Citizenship Day 5966
- City of Hope Month 6187
- Civic Liberty League Day 5810
- Civil Rights Day 6359
- Cleaner Air Week 6187
- Clean-up, Paint-up, Fix-up Time 5467
- Constitution Week 5966
- Convert-70 Week 7793
- Cook County Bar Association Day 5179
- Cub Scout Pow Wow Day 6359
- Dahlia Month 6054
- Data Processing Management Week 7794
- Day of Prayer and Concern 6359
- Easter Seal Parade Days 7993
- Ecuadorian Week 5966
- Eighty Fifth Anniversary of Augustana Hospital 5467
- Engineer's Week 7794
- Epsilon Sigma Alpha International Week 5467
- Ernie Banks' Day 5179
- Farm Labor Week 6239, 6293, 6359
- Father of the Year Contest Time 5179
- Fight Leukemia Month 5810
- Fishing Tackle Days 5883
- Flag Day 5620
- Fourth Marine Division 5467
- Fraternal Week 5620
- Friendship Day 5966
- Fritz Hagner Day 7852
- G. I. Forum Day 5564
- General Von Steuben Day 6187
- German-American Day 5611
- Girl Scout Day 6359
- Give a Bible Week 6188
- Goodman Theatre Week 6187
- Grand Army of the Republic Memorial Week 5620
- Greek Independence Day 5564
- Greek Orthodox Day 6054
- Heart Month 7852
- Hematology Research Week 5966
- Henry George Conference Week 5179
- Henry George Day 5179
- Hias Month 6054
- Histadrut Day 6477
- Hobby and Crafts Week 7755
- Hospital Week 5467
- Hospitality Week 5467
- Hull House Association Week 5883
- Hungarian Revolution Day 6187
- Hungarian Transylvania Cultural Association Day 6187
- Ikebana Day 7993
- Illinois Federation of Women's Clubs Week 6188
- Instrument Society of America Days 7852
- International Livestock Exposition Time 6359
- Israel Independence Day 5357
- Japan Week 6253
- Jaycee Week 7794
- Jewish War Veterans Week 7993

**Proclamations Noted:**
- John G. Jones Day 6253
- Junior Achievement Weekend 7852
- Kalenich Day 6054
- Karol Cardinal Wojtyla Day 6187
- Kenneth M. Piper Day 6253
- Key Club Week—Kiwanis International 6359
- Kitchen Week 6446
- Kiwanis Anniversary Day 7378, 7755 *Journal correction* 7752
- Kiwanis Kid's Day 6054
- Lake View Citizens' Council Week in Chicago 7787
- La Rabida Week 5883
- Latvian Days 6446
- Law Day USA 5467
- League of Women Voters Day 5620
- Leukemia Month 5966
- Liberian Independence Day 5966
- Library Week 7793
- Lions Week for the Visually Handicapped 7794
- Lithuanian Independence Day 7852
- Little City Week 6253
- Lulac Week 7852
- Lyric Opera Week 5966, 5883
- Magic Week 6253
- Mahatama Gandhi Day 5564
- March of Dimes Month 7755
- Marine Band Day 6188
- Marine Corps Combat Correspondents Day 6054
- Martin Luther King, Jr. Memorial Day 7755
- Mental Health Month 5320
- Merchant Marine Day 5467
- Mexican Days 6054
- Midwest-Japan Association Day 6187
- Montessori Day 5179 *See* 8309
- Mount Sinai Hospital Medical Center Week 6188
- National Beauty Salon Week 7852
- National Business Women's Week 6187
- National Home Improvement Month 5179
- National Jewish Hospital Day 7993
- National Library Week 7852
- National Maritime Day 5564
- National Music Week 5467
- National Nursing Home Week 5467
- National Transportation Week 5467
- Navy Frogmen Day 5966
- Negro History Week 7852
- Nurses' Week 7993
- ORT Day 7993
- Pal's Day 5620
- Pan American Day 5179, 7993
- Plumbing Industry Week 5810
- Polish Constitution Day 5320
- Premature Infant Day 5620
- Puerto Rican Week 5620
- Pure Water Day 5966
- Radio-TV Home Electronic Service Days 5564
- Realtor Week 5467
- Registration Week for Handicapped Children 5467
- Richard Towalski Day 6359
- St. Mary of Nazareth Hospital Day 6359
- St. Patricks' Day in Chicago 7851-52
- Salvation Army Week 5320
- Saulnier (Harry G.) Day 5467
- Schwaben Days 5966
- Schwaebischer Saengerbund Day 5179
- Sesame Street Day 6359
- Shriners' Hospital for Crippled Children Day 5620
- South Lakeview Neighbors Day 5467

**Proclamations Noted:**
- Sportsmen's and Vacation Show Week 7794
- Spring Salvage Week 7993
- Stratford Festival Days 7852
- Swedish Flag Day 5564
- Sweetest Day 6187
- Toastmasters' Month 6187
- Toys For Tots Week 6446
- Traffic Safety Days 6359
- Tropical Fish Week 5179
- Ukrainian Independence Day 7794
- Union Label Week 5966
- United Crusade For The Retarded Drive Week 6253
- United Nations Day 6054
- United Negro College Fund Month 5467
- United States Army Reserve Month 5467
- United States Marine Corps Week 6359
- U.S. Savings Bonds and Freedom Shares Month 5467
- U.S. Weather Services Week 7852
- Urban Fellows Day 7852
- Urban Gateways Day 6187
- Uruguay Day 5966
- Variety Week 7852
- Veterans Day 6359
- Vocational Guidance Week 6187
- Warsaw Uprising Day 6187
- Week of the Young Child 5179, 7852
- Welcome a Visitor Week 5620
- West Lawn Little League Day 5467
- White Cane Week 5467, 6188
- Whizzer' White and Better Boys Foundation Day 5728
- Willing Water Week 5883
- Women in Construction Week 5966
- Women Lawyers Centennial 5564
- Women's Army Corps Day 5966
- Yeshiva Women's Month 7794
- Young Engineers Week 6253
- Youth Week (49th Annual) 7993

Project Equality of the National Catholic Conference for Interracial Justice, etc.: congratulations extended on fifth anniversary *Ref* 7981

Promotions, Inc.: Lease at Navy Pier *Passed* 7770-72

Pronto Food Corp.: Occupancy of space *Passed* 5249

Property conveyance [*See name of conveyor under* Quitclaim deeds]

Provident Hospital and Training School: License-fee exemption *Ref* 7234, 7986 *Passed* 7297, 8114

*Provus, et al.* vs. *City*: Corp. Cnsl. comc. on Appellate Court decision *Filed* 6189

Proxies to affix Comptroller's signature (*listed under* City Comptroller)

Proxies to affix Mayor's signature [*listed under* Mayor (Richard J. Daley)]

Prudential Insurance Co.: Vault *Ref* 5606 *Passed* 6314 acceptance and bond *Noted* 7794

Public Aid: Public to adopt food budget for one week for voluntary observance *Ref* 5944

Public Aid Code: Moneys received under act to be paid into Special Purposes Trust fund [S.B. 326] Gen. Assem. urged not to enact *Def* 5436 *Noted* 5557

**Public Building Commission of Chicago:**
- Appointment of member *Ref* 5176 *Approved* 5626
- Capital Improvements Programs (1969-73): Construction of twenty-eight urgently needed projects for specified purposes, approved by Chgo. Plan Comm. *Ref* 7793 *Def* 7932-33 *Adopted* 8317-18
- Chicago Civic Center:
  - Supplemental budget for maintenance and operation for 1969 *Def* 7350-51 *Passed* 7392
  - Supplemental budget for operation and maintenance (1970) *Ref* 6250, 6256 *Def* 7351 *Passed* 7393

**Public Building Commission of Chicago:**
- Construction of 28 urgently needed projects for specified purposes (Fire Dept., Police Dept., Bd. of Health, etc.) contained in 1969-73 Capital Improvements Program *Ref* 7793
- Conveyance of title of certain school land (Project BE-1, Schiller) *Passed* 6484-85, 6485-86 *Filed* 6478-79
- Property acquisition within Washington Park for Vincennes-Washington Park elementary school *Adopted* 5733-34
- Reappointment of member *Approved* 6052
- Site designations:
  - Carver-Riverdale High School, Magnet Elementary School, and West Pullman Branch Elementary School *Adopted* 5842
  - Farragut High School (Project BE-19) *Adopted* 7382
  - Middle School in Austin Community (Project BE-11 *Adopted* 7381
  - Near West Side High School (Project BE-4) *Adopted* 7380-81
  - School-park complexes for elementary and high school purposes (Area Kerfoot and Vincennes-Archer and Pulaski) *Ref* 5882
  - School-park complexes for Schiller School-Park Project *Ref* 5887-89
  - Underground parking facility in Burnham Park *Adopted* 7869-70
  - 55th and Lowe Elementary School (Project BE-114 *Adopted* 7381-82
- Steam agreement by and between City and Cook County *Ref* 6186 *Def* 7351-57 *Passed* 7393-98
- Tax levy by Bd. of Ed. for payment of annual rentals *Passed* 6482-84 (*See* 6561)
- Vacation of Streets:
  - Evergreen: Ogden to Clybourn [Chgo. Housing Authority et al.] Draft Ordnce. *Noted* 6042
  - Evergreen: Ogden to Vine (67 ft. w.), Clybourn to 155.52 ft. w. Draft Ordnce. *Noted* 7786

Public housing (*See* Housing, public *and* Housing and slum clearance)

Public Library, Chicago (*See* Chicago Public Library)

Public Peace and Welfare:
- Smoking in stores and elevators amendment *Ref* 7984
- Trespassing on playing fields or perfomance area, etc. *Ref* 6043

Public Schools [*listed under respective names*]

Public Transporation Bonds:
- Advertise for sale ($19,000,000) *Pub noted* 5181
- Appropriation for 1970 *See* 50, 524 (*Note* 6638)
- Sale of bonds ($10,000,000) *Passed* 5186

Public Vehicle License Commission [*listed as* Vehicle License Commission, Public]

Public ways:
- Parades and open air meetings: Issuance of permits for parades, public assemblies, etc. *Ref* 5318-19 *Def* 5445-47 *Passed* 5557-59
- Removal of abandoned automobiles, etc. *Ref* 5291

**Public Works, Department of:**

[*separate headings for various bureaus*]
- Annual report (1968) *Filed* 5968
- Appropriation for 1970 *See* 27, 36, 38, 41, 48-50, 58, 60, 316-345, 432-438, 441, 479, 523-524, 548-549, 552-554 (Note 6638)
- Architecture and Building Maintenance, Bureau of: Transfer of funds (1969) *Passed* 6058
- Engineering, Bureau of [*separate heading*]
- Forestry, Parkways and Beautification, Bureau of: Transfer of funds (1969) *Passed* 6265
- Maps and Plats, Bureau of [*separate heading*]
- Sewers, Bureau of [*separate heading*]
- Transfer of funds (1969) *Passed* 6480, 7379

Public Works and Buildings, Dept. of [*listed under* Illinois, State of]

Public Works Construction Capital Account: Operation authorization for 1970 *See* 436-438 (Note 6638)

- Publications and exhibitions, etc., salacious (*See* Newspapers, magazines, etc.)
- Pueblo Av.: Parking prohibited (all times): Berteau to Montrose (e. side) *Ref* 5535 *Passed* 5692
- Pulaski Rd.:
  - Acquisition of property at 47th for MFT channelization *Def* 6299-6302 *Passed* 6422-25
  - Building demolitions:
    - 1540 S. *Passed* 6040
    - 1542 S. *Passed* 6040
    - 4014 N. *Passed* 6041-42
    - 4708 N. *Passed* 6041-42
  - Channelization at Cermak Rd. and Ogden 1965-3 (Project No. 471) allocation of MFT funds *Passed* 5760-61
  - Channelization at Washington Boul. intersection: acquisition of property (MFT) *Passed* 6388-89 State approval *Noted* 6561, 7755
  - Channelization at 26th 1965-3 (Project No. 471) allocation of MFT funds *Passed* 5760-61
  - Leases:
    - 217-25 S. for Com. on Urban Opportunity [Joseph S. Pinkert] *Def* 7362 *Passed* 7399
    - 1308 S. for Dept. of Human Resources [A B M Industries, Inc.] *Passed* 5202
    - 1308 S. for Model Cities Community Program (Police Dept. 10th Dist.) [National Bank of Albany Park (Tr.)] *Passed* 7904, 7908
    - 5635 S. for Bd of Health [Julius Walton] *Passed* 5485
  - Parking prohibited (all times):
    - Columbus Dr. to 68th (w. side) Eliminating Ordnce. *Ref* 5535 *Rejected* 6031
    - Hollywood to Victoria (w. side) *Ref* 6032 *Passed* 7965
    - 1522 S. *Ref* 8303
    - 4900 S. (block—w. side) *Ref* 6226
    - 55th W. to 56th (trucks, both sides) *Rejected* 5281
  - Parking prohibited (specified hours):
    - 31st to 32nd (both sides) *Ref* 8304
    - 86th to Columbus Dr. (w. side) *Ref* 5535 *Rejected* 6031
  - Parking of trucks prohibited (all times):
    - 49th to 50th (w. side) *Passed* 7965
    - 54th to 55th (w. side) *Ref* 8303
  - Property acquisition at 31st for MFT channelization *Def* 6299-6302 *Passed* 6422-25
  - Sidewalk-sale permit (No. 6318 S.) [J. & R. Stores, Inc.] *Passed* 5607, 6037
  - Sidewalks—77th to 120 ft. n. to alley s. (e. side) *Ref* 6449 *Passed* 7229-30
  - Water-supply pipes: 113th to 115th (alley w.) *Passed* 8127
- Pullman Bank and Trust Co.:
  - Depositary of City/school funds *Passed* 7294
  - Depository for Model City Program Fund *Passed* 6193
- Pullman United Methodist Church: Building permits (free) *Ref* 6421 *Passed* 6452-53
- Pumping stations (general):
  - (*See under names of particular stations*)
- **Purchases, Contracts and Supplies, Department of:**
  - Annual report (1968) *Filed* 5968
  - Appropriation for 1970 *See* 21, 34, 131-140, 367-368, (Note 6638)
  - Transfer of funds (1969) *Passed* 6480
- Quebec Office: Welcome extended on recent opening of Chicago Office *Adopted* 6338
- Quilici, (Judge) George L.: Death memorial *Adopted* 5466
- Quincy St.:
  - Street vacation bet. Franklin and Wacker Dr. [Chgo. Title and Trust Co. (Tr.)] *Def* 7230-31 *Passed* 7373-74
  - Vacation of street bet. Wacker Dr. and South Branch of Chgo. River [Firemen's Ins. Co. of Newark, New Jersey and Continental Ins. Co.] Draft Ordnce. *Noted* 5453
- Quinn, (Brigadier) Roland: Reappointment (Rehabilitation of Persons, Comn. for) *Ref* 6186 *Approved* 6310
- Quitclaim deeds:
  - American National Bank and Trust Co. (Tr.): opening portion of Touhy Av. *Ref* 7983 *Passed* 8275-76
  - Bloom, Edward E. and Josephine *Ref* 5945 *Passed* 6100
  - Chicago, City of (Tr.): Bd. of Ed. property conveyed to Public Building Comn. (BE-1, Schiller) *Filed* 6478-79 *Passed* 6484-85, 6485-86
  - Chicago, City of: (750 S. Independence Boul.) *Passed* 7924
  - Chicago-O'Hare International Airport *Ref* 6251 *Passed* 6486-92
  - King Auto Wash, Inc.: street opening *Ref* 6233 *Passed* 6408
- Race St.: Street-sale permit bet. Central and Parkside [Austin Art Com. of the Org. for a Better Austin] *Passed* 5609
- Racial discrimination:
  - Building trades: alleged discrimination in employment, etc. *Ref* 6037
  - Clubs (non-religious private): exclusion of persons from membership *Ref* 5286, 6307
  - Forbidding and barring white persons from black neighborhoods, etc., resolution deplores such action *Adopted* 6598 (*See* 7216)
  - Governor and mayors to declare a state of emergency, etc.: Gen. Assem. urged to enact (H.B. 2571] *Def* 5595 *Noted* 5717
  - Housing (existing buildings): new regulations *Ref* 6308
  - Improved racial and ethnic group relations, etc.: Gen. Assem. urged to enact [H.B. 2358] *Def* 5595 *Noted* 5717
  - Increase in penalty fees concerning inciting riots, etc. *Ref* 6231
  - Intimidation against Brown (James E.) family *Noted* 6217
  - Intimidation against Theadis Hester family *Noted* 6216-17
  - Recruitment of black apprentices in craft unions *Ref* 5944
- Racine Av.:
  - Building demolitions:
    - 6810 S. *Passed* 8309-10
    - 6833 S. *Passed* 8309-10
    - 6838 S. *Passed* 8309-10
    - 7113 S. *Passed* 8309-10
  - Channelization bet. Pershing Rd. and 47th: allocation of MFT funds increased *Passed* 5764 State approval *Noted* 5967
  - Lease at 1425 S. for Dept. of Human Resources [1425 Building Corp.] *Passed* 5202
  - Lease to City at 5107 S. for 14th Ward Office and yard [Edward A. Kowalski] *Passed* 5381-86
  - Parking prohibited (all times):
    - Leland (s. line to 90 ft. s.—e. side) *Ref* 5941
    - 225 S. *Eliminated* 6025
    - 6033 S. *Eliminated* 5276-77
    - 8429 S. *Ref* 7781
  - Parking restricted (all times): 718-20 S. *Ref* 6596
  - Property acquisition at 6138 S. for Police Dept. parking site; payment of judgment *Passed* 5223
  - Spec.-assess. foreclosures:
    - 4810 S. *Passed* 6383
    - 4856 S. *Passed* 6383
    - 4858 S. *Passed* 6383
    - 4916 S. *Passed* 6383
    - 5431-33 S. *Passed* 5410
  - Vacation of street bet. Cermak Rd. and s. terminus of Racine [Commonwealth Edison Co.] *Passed* 5860
  - Water-supply pipes:
    - 95th Pl. *Passed* 5769-70
    - 96th to 97th *Passed* 5646

- Radio: Recording of proceedings of Council meetings *Noted* 5175, 5318
- Rago, Henry Anthony: Death memorial *Adopted* 5606-07
- Rago, Juliet: Appointment (Motion Picture Appeal Bd.) *Filed* 6052
- Railroad Terminal Authority, Chicago [*listed as* Chicago Railroad Terminal Authority]
- Railroads:
  - (*See under names of individual railroad companies*)
  - Switch tracks [*listed under names of grantees or locations*]
- Railway Express Agency, Inc.:
  - Conduits containing pipes Repealing Ordnce. *Ref* 5623
  - Pipe Repealing Ordnce. *Passed* 5859
  - Steam pipe Repealing Ordnce. *Ref* 5885 *Passed* 6099
- Ramirez, Al.: Appointment (Uptown Conservation Community Council) *Filed* 5177
- Ramsey, Thomas H.: Spec.-assess. settlement *Passed* 6379
- Randolph St.: Lease at 188 W. for License Appeal Com. [188 Randolph Building Corp.] *Passed* 5202
- Rapid Transit System (*See* Chicago Transit Authority)
- Rapien, Jean J.: Purchase property from Urban Renewal, Dept. of (No. 68-DUR-96) *Ref* 6252 *Def* 6413 *Passed* 6471-72
- Rappaport, Frank G.: Death memorial *Adopted* 6446
- Rat Control Revolving Fund: Operation authorization for 1970 *See* 249 (Note 6638)
- Ravenswood Av.:
  - Name designation: *Service Dr.* bet. Berteau and Irving Park (e. lane) *Ref* 5340 *Passed* 5597-98
  - Parking prohibited (specified hours): Lunt (100 ft. n. to 50 ft. n.—w. side) *Passed* 5276-77
- Ravenswood Hospital Medical Center:
  - Building permits (free) *Ref* 5545 *Passed* 5577
  - License-fee exemption *Ref* 7369 *Passed* 7383
- Ravich, Marshall: Loading platform *Ref* 5455 *Passed* 5524 acceptance and bond *Noted* 5966
- Rayner, (Ald.) A.A. Jr.: Absence from Council meeting *Noted* 7991
- Rayner (A.A.) and Sons: Vacation of alley Draft Ordnce. *Noted* 6554
- Razing of building [*listed under locations*]
- Readye, (Rev.) David E.:
  - Appointment (Chgo. Plan Commission) *Ref* 5356 *Approved* 5530
  - Oath of office *Noted* 5621
- Real estate:
  - Contract sales—correction of inequities, etc. *Ref* 6459
  - Fencing of vacant and unimproved real estate, etc. *Ref* 7981
  - Resolution supporting fairness in contract sales, etc.: Gen. Assm. memorialized to adopt *Ref* 6460 *Adopted* 8267
  - Unlawful solicitation for sale of real estate by brokers, etc.: new regulations *Ref* 5539
- Real estate brokers:
  - "Equal opportunity broker" included in advertisements, etc. *Ref* 7802
  - Prohibited from soliciting for sale property of individual home owners who have registered with Sec. of State, etc.: Gen. Assem. memorialized to enact *Adopted* 8266-67
- Real Estate Capital Account: Operation authorization for 1970 *See* 440 (*Note* 6638)
- Red Cross [*listed as* American Red Cross]
- Redemptorist Fathers, et al.: Street closing Draft Ordnce. *Noted* 5344 *Passed* 8278-80
- Redevolpment Bonds: Issuance and tax levy ($38,500,000) Amendatory Ordnce. *Passed* 7792-93 (*See* 7853)
- Reed, (Rev.) Granville W. Jr.: Invocation *Noted* 6185
- Reed Lane: Name designated for area bet. Fern Ct. and St. Michaels Ct. *Ref* 5544
- Reese (Michael) Hospital (*See* Michael Reese Hospital)
- Referendum votes [*listed under* Elections]
- Refuse: (*See* Garbage and Waste)
- Refuse Disposal Bonds (1953):
  - Appropriation for 1970 *See* 48, 522 (Note 6638)
- Rehabilitation Institute: License-fee exemption *Ref* 6601 *Passed* 7297
- Rehabilitation of Persons, Commission for:
  - Appointment of members (4) *Ref* 6186 *Approved* 6310
  - Appropriation for 1970 *See* 23, 180-182, (Note 6638)
  - Reappointment of members (13) *Ref* 6186 *Approved* 6310
  - Transfer of funds (1969) *Passed* 5733, 6480
- Reinke, (Rev.) John H.: Invocation *Noted* 6249
- Relief Purposes Fund, City [*listed as* City Relief Purposes Fund]
- Religious Freedom: resolution that City reaffirms full support *Ref* 6553
- Relocation housing (*See* Housing (public) and Urban Renewal, Dept. of)
- Republic Bank: Depository for Model City Program Fund *Passed* 6193
- Republic Savings & Loan Assn.: Zoning-reclassification request [14-J] *Ref* 5621 *Def* 6019 *Passed* 6169
- Republic Steel Corp. et al.:
  - Alley Vacation Draft Ordnce. *Noted* 6460
  - Street vacations Repealing Ordnce. *Ref* 5701 *Re-ref* 6307-08 *Noted* 6460
- Residential districts [*listed under* Zoning Ordinance, Chicago]
- Restaurants (*See also* Food and Food Products)
- Resurrection Church: Building permits (free) *Ref* 5875 *Passed* 5920-21
- Resurrection Hospital: License-fee exemption *Ref* 5293, 5795 *Passed* 5409, 5844-45
- Resurrection Hospital Assn.: Zoning-reclassification request [15-0] *Ref* 5621-22 *Def* 6019 *Passed* 6171
- Retailers' Occupation Tax Act (*See under* Occupation tax)
- Revenue Act amendment: Reimbursement of City in any court decree concerning land, etc.: Gen Assem. urged to enact [H.B. 1813] *Def* 5521 *Noted* 5613
- Revenue Code: Release of recorded deeds, etc. before issuance of tax deed. County clerk fee and filing fee raised; Gen. Assem. urged to enact [H.B. 653] *Def* 5242
- Reynolds, Charles A.; Spec.-assess. settlement *Passed* 5404-05
- Rhodes Av.: Parking prohibited (all times); 7602 S. (at driveway) *Ref* 6226 *Rejected* 7973
- Rialto Parking Service Corp.:
  - Parking site operation agreement:
    - LaSalle (320 N.) *Ref* 7217 *Def* 7341 *Passed* 7468-75
    - Wacker Dr. (11 W.) *Ref* 7217 *Def* 7339 *Passed* 7412-18
- Rialto Service Co.: Lease at Navy Pier *Def* 5427-28 *Passed* 5549-50
- Richheimer Coffee Co.: Switch track *Ref* 5705 *Passed* 5857-58 acceptance and bond *Noted* 6254
- Richmond, Orvan: Zoning-reclassification request [28-J] *Ref* 6561 *Def* 8262-63
- Richmond St.:
  - Conduits from 1039 N. to 1044 N. [Norwegian-American Hospital, Inc.] *Passed* 5668 *Journal correction* 5725-26 acceptance bond *Noted* 6188
  - Parking prohibited (all times): 47th (400 ft. s. to 100 ft. s.—w. side) *Passed* 5276-77
- Ridge Av.:
  - Parking prohibited (specified hours):
    - Devon to Thome (e. side) *Ref* 6108
    - Devon to Thome (w. side) *Passed* 6330 *Jounral correction Noted* 6356
- Ridgeway Av.:
  - Sidewalks—76th to 125 ft. s. of 76th Pl. (w. side) *Ref* 6449 *Passed* 7229-30
  - Speed limit: Addison to Belmont *Rejected* 5602

- Riding academies and horse stables: amendment to Zoning Ordnce. *Ref* 6416 *Passed* 7219
- Riley, (Chaplain U.S. Navy) P.C.: Benediction *Noted* 5723
- Riots (*See under* Racial discrimination)
- Rising Sun Baptist Church: Building permits (free) *Ref* 6046 *Passed* 6072
- Ritz-Craft Relocatable Homes: Leases to City; Mobile offices for consumer service center (Chgo. Housing Authority) *Passed* 7763-65
- Riverside Plaza Corp.: Vault *Ref* 5455 *Passed* 5524-25 acceptance and bond *Noted* 5728
- Robin, Albert A. and Oliver-Tyrone Corporation: Occupancy of space (legally described) *Ref* 7368
- Robinson, John C.: Reappointment (West Woodlawn Conservation Community Council) *Filed* 5177
- Robinson, (Officer) Renault: Supt. of Police urged to investigate charges, etc. *Ref* 6111
- Robinson's (Dr. Edward Jerome) Child Development Center: License-fee exemption *Ref* 5346
- Rock Island Line (*See* Chicago, Rock Island & Pacific R.R.)
- Rockey, Linda: Congratulations extended on winning Jacob Scher award, etc. *Ref* 7980-81
- Rockwell St.:
  - Parking prohibited (all times):
    - Wabansia (20 ft. s. to 80 ft. s.—e. side) *Ref* 5535
    - Wabansia (50 ft. s. to 50 ft. s.—e. side) *Passed* 5692 *Ref* 5696 Second Ordnce. *Rejected* 6030
  - Parking restricted (specified hours): Pershing Rd. to 39th Pl. (both sides) *Ref* 6033 *Passed* 7967
  - Pneumatic tube system at Washtenaw (Southwest Plant Bldg.) connecting with South Plant Bldg. at 18th [Joseph T. Ryerson & Son, Inc.] *Ref* 5454 *Passed* 5525 acceptance and bond *Noted* 5728-29
  - Sidewalks—Cul-de-sac to Lot 9 w. of Lot 20 (e. side) *Ref* 6256 *Passed* 6404
  - Sidewalks—Cul-de-sac to Lot 37 w. of Lot 36 (w. side) *Ref* 6256 *Passed* 6404
- Roddewig, Clair M.:
  - Appointments:
    - Metropolitan Fair and Exposition Authority *Filed* 5954
    - Public Building Commission *Ref* 5176 *Approved* 5626
  - Oath of office *Noted* 5729
- Rodfei Zedek Nursery School: License-fee exemption *Ref* 5457 *Passed* 5497
- Rodney E., Amanda E. Jones, and Pervis and Lovie Spann: Vacation of alley Draft Ordnce. *Noted* 5946
- Rogers Av.: Paving—Clark to Hermitage (MFT) allocation increased *Passed* 5764-65 State approval *Noted* 5967
- Rogers Park Community Council: Carnival permit *Passed* 7787
- Rogers Park Days: Designation (May 24-25, 1969) *Adopted* 5544-45
- Rogers Park Montessori School: License-fee exemption *Ref* 6046 *Passed* 6072
- Roll, Ernest and Florence: Spec.-assess. settlement *Passed* 5407
- Roman, Stephen and Katherine: Purchase property from Urban Renewal, Dept. of; (No. 68-DUR-96) *Ref* 6252 *Def* 6413 *Passed* 6471-72
- Romanek-Golub & Co.: Vault *Passed* 5247
- Ronan, (Congressman) Daniel J.: Death memorial *Adopted* 5963-64
- Roosevelt, Franklin D. Post No. 923 (American Legion): Carnival-street fair permit (2) *Passed* 5542
- Roosevelt Memorial Hospital: License-fee exemption *Ref* 5795, 7369 *Passed* 5844-45, 7383
- Roosevelt Rd.:
  - Building demolitions:
    - 1841 W. *Passed* 5288-89
    - 2421 W. *Passed* 5288-89
    - 3147 W. *Passed* 5608
- Roosevelt Rd.:
  - Channelization from Wabash to Michigan 1965-3 (Project No. 554) allocation of MFT funds *Passed* 5763-64 State approval *Noted* 5967
  - Parking prohibited (all times): 4134 W. *Ref* 8303
- Root St.: Payment of judgment for acquisition from Halsted to Emerald (MFT project) *Passed* 6001 State approval *Noted* 6254
- Roscoe St.:
  - Building demolition 2144 W. *Passed* 6040
  - Paving:
    - Oleander to Ottawa *Ref* 7856-66
    - Ozanam to Osage *Ref* 5971-81 *Passed* 8291-92
    - Paris to Pioneer *Passed* 5270
  - Sidewalk-sale permit (2049 W.) [Hoffings Department Store] *Passed* 5948
- Roseland Community Hospital:
  - Building permits (free) *Ref* 7985 *Passed* 8114
  - License-fee exemption *Passed* 5218
- Roseland Community Hospital Association: License-fee exemption *Ref* 6601 *Passed* 7297
- Rosemont Av.: Parking prohibited (specified hours); LaCrosse Av. to alley e. (both sides) *Passed* 5448
- Rosenberg, Sylvia: Reappointment (Uptown Conservation Community Council) *Filed* 5177
- Rosner, (Dr.) Marvin A.: Reappointment (Lincoln Park Conservation Community Council) *Filed* 5177
- Ross, Earl: Lease to City *Passed* 6492, 6580
- Rostenkowski, Joseph P.: Death memorial *Adopted* 7849-50
- *Roth* vs. *City*: Corp. Cnsl. comc. on Appellate Court decision *Filed* 7854
- Roti, (Ald.) Fred B.:
  - Cultural and Economic Development, Com. on: membership *Def* 5239 *Adopted* 5347
  - Local Industries, Streets and Alleys, Com. on: membership *Def* 5239 *Adopted* 5347
  - Port of Chicago, Wharves and Bridges, Com. on: membership *Def* 5239 *Adopted* 5347-48
  - Traffic and Public Safety, Com. on: membership *Def* 5239 *Adopted* 5348
- Rowland, Clarence: Death memorial *Adopted* 5564
- Ruane, Peter: Zoning-reclassification request [16-N] *Ref* 7795
- Rubenstein, Harry L.: Spec.-assess. settlement *Passed* 5401
- Rubloff (Arthur) & Co.: Lease to City at 325 N. Wells *Passed* 5196, 8096
- Ruffer, Lowell: Zoning-reclassification request [18-B] *Ref* 5321 *Def* 5591-92 *Passed* 5713
- Rumbaugh, William K. (Tr.): Spec.-assess. settlement (2) *Passed* 5751
- Rush St.: Parking prohibited (all times); 940 N. *Eliminated* 6025
- Russel, Tom: Covered bridge or passageway *Ref* 6556 *Passed* 7222
- Rutherford Av.:
  - Parking prohibited (all times):
    - Archer (alley n.—both sides) *Passed* 7965
    - Archer (alley s.—both sides) *Ref* 5785
- *Ryan, People ex rel.* vs. *Civil Service Comn. et al.*: Corp. Cnsl. comc. on Appellate Court decision *Filed* 6447-48
- Ryan (Dan) Expressway [*listed under* Superhighways]
- Ryerson (Joseph T.) & Son, Inc.:
  - Conduits *Passed* 5247 acceptance and bond *Noted* 5620
  - Pneumatic tube system *Ref* 5454 *Passed* 5525 acceptance and bond *Noted* 5728-29
- Saccone, Richard A.: Zoning-reclassification request [3-F] *Ref* 6360 *Def* 7220 *Passed* 7370
- Saccone and Saccone: Zoning-reclassification request [15-P] *Ref* 6255 *Def* 7220 *Passed* 7371
- Sacramento Av.:
  - Occupancy of space at Cornelia to 220 ft. n. [Pronto Food Corp.] *Passed* 5249

- Sacramento Av.:
  - Pavement repairs:
    - Belmont to Palmer Sq.: increase in allocation of MFT funds *Passed* 6388 State approval *Noted* 6561
    - Franklin Boul.: MFT expenditure *Passed* 5508 State approval *Noted* 5729
  - Sidewalks—Pratt to 200 ft. n. (e. side) *Ref* 7757 *Passed* 8290
- Sacramento Boul.:
  - Building demolitions:
    - 1015-25 S. *Passed* 8311
    - 1017 S. *Passed* 8311
- Sacred Heart Church: Building permits (free) *Ref* 6119 *Passed* 6205
- Safety islands and safety zones (*listed under names of particular streets*)
- Safeway Parking Company:
  - Parking site operation agreements:
    - Altgeld (7165 W.) *Ref* 7217 *Def* 7348 *Passed* 7685-90
    - Exchange (9140 S.) *Ref* 7217 *Def* 7346 *Passed* 7638-44
    - Lake (5600 W.) *Ref* 7217 *Def* 7350 *Passed* 7742-48
    - Laporte (4014 N.) *Ref* 7217 *Def* 7347 *Passed* 7644-50
    - Medill (7150 W.) *Ref* 7217 *Def* 7348 *Passed* 7679-85
    - 111th Pl. (9 E.) *Ref* 7217 *Def* 7344 *Passed* 7575-80
    - 112th Pl. (17 E.) *Ref* 7217 *Def* 7344 *Passed* 7563-69
    - 112th (29 E.) *Ref* 7217 *Def* 7344 *Passed* 7569-75
- Sain, (Ald.) Harry L.: Absence from Council meeting *Noted* 5465
- St. Ailbe Church: Congratulations extended to Father Ciezadlo, assistants and Sisters on observance of Diamond Jubilee *Noted* 5287
- St. Alphonsus Church: Street-fair permit *Passed* 5611
- St. Andrew Church: Carnival permit *Passed* 6043
- St. Andrew Presbyterian Church Day Care Center: License-fee exemption *Ref* 5795 *Passed* 5844
- St. Anne's Hospital: License-fee exemption *Ref* 5346, 6601 *Passed* 5409, 7297
- St. Anthony DePadua Hospital: License-fee exemption *Ref* 6556 *Passed* 6584
- St. Augustine Home for the Aged: License-fee exemption *Ref* 7986 *Passed* 8114
- St. Benedict Church: Building permits (free) *Ref* 7985 *Passed* 8113
- St. Bernard Hospital:
  - License-fee exemption *Ref* 6556 *Passed* 6584
  - Tunnel acceptance and bond *Noted* 5357
- St. Bonaventure Church: Carnival permit *Passed* 5544
- St. Cajetan Church: Building permits (free) *Passed* 5217, 6283 *Ref* 6240
- St. Clare Montefalco Church: Carnival permit *Passed* 5287
- St. Columbkille Day Nursery: License-fee exemption *Ref* 5457 *Passed* 5497
- St. Daniel the Prophet Church: Building permits (free) *Ref* 6344 *Passed* 6381
- St. Ferdinand Church: Building permits (free) *Ref* 7805 *Passed* 7913
- St. Francis Borgia Church: Water-rate exemption *Passed* 5218
- St. Francis Xavier Cabrini Hospital: License-fee exemption *Ref* 6601 *Passed* 7297
- St. George Hospital: License-fee exemption *Ref* 7788 *Passed* 7913-14
- St. Henry Church:
  - Building permits:
    - 1956 W. Devon (free) *Ref* 5293, 7788 *Passed* 5408 *Rejected* 8153
    - 6325 N. Hoyne (free) *Passed* 7744
    - 6327 N. Hoyne (free) *Ref* 5345, 7788 *Passed* 5408 *Rejected* 8153
- St. James Pl.: Parking prohibited (all times): Lakeview to 260 ft. w. (s. side) *Ref* 8304
- St. John Kiddie Kare Klub: License-fee exemption *Ref* 5457 *Passed* 5497
- St. Joseph Home for the Aged: Building permits (free) *Ref* 5545 *Passed* 5577
- St. Joseph Hospital: License-fee exemption *Ref* 5708, 7788 *Passed* 5745, 7913-14
- St. Lawrence Av.: Speed limit: South Park, 130th, 134th (area) *Rejected* 5281
- St. Lawrence Church of God in Christ: Water-rate exemption *Passed* 5218
- St. Louis Av.:
  - Parking prohibited (all times): 1615 S. *Eliminated* 5276-77
  - Spec.-assess. foreclosures: 8065 S. *Passed* 6383
  - Water-supply pipes:
    - Ainslie *Passed* 6084
    - Ainslie to Carmen (alley n.) *Passed* 8127
    - Carmen *Passed* 8127
- St. Luke's Lutheran Church of Logan Square: Building permits (free) *Ref* 6120 *Passed* 6205
- St. Marcellus Mission of St. Dominic Parish: Lease to City *Passed* 5202, 7298
- St. Martin School Day Care Center: License-fee exemption *Ref* 5950 *Passed* 5998
- St. Mary Incoronata School: Carnival or street-fair permit *Passed* 5943
- St. Mary of Nazareth Hospital, Inc.:
  - Alley vacation: Division, Haddon, Leavitt, Oakley Boul. Draft Ordnce. *Noted* 7785
  - License-fee exemption *Ref* 8316
  - Street vacation Draft Ordnce. *Noted* 7785
- St. Matthew Methodist Church: Building permits (free) *Ref* 5708, 6046 *Passed* 5744, 6072
- St. Michaels Ct.:
  - Street closing: Cleveland to Sedgwick [Dept. of Urban Renewal] Draft Ordnce. *Noted* 7233
  - Street vacation: Menomonee to Ogden [Dept. of Urban Renewal] Draft Ordnce. *Noted* 7233
- St. Paul Av.:
  - Parking prohibited (all times):
    - Winnebago (100 ft. w. to 30 ft. w.—s. side) *Passed* 6024
    - 2251 W. (30 ft.) *Ref* 5868
- St. Paul Baptist Church: Building permits (free) *Ref* 8316
- St. Paul Foundation et al.: Vacation of alley Draft Ordnce. *Noted* 5702 *Passed* 8286-87
- St. Paul's Evangelical Lutheran Church: Building permits (free) *Ref* 5293 *Passed* 5408-09
- St. Paul's House: License-fee exemption *Ref* 6601 *Passed* 7297
- St. Pius Church:
  - Carnival or street fair permit *Passed* 5700
  - Lease to City *Passed* 6492
- St. Rene Goupil Church: Carnival or street-fair permit *Passed* 5947
- St. Rita of Cascia College: Tunnel acceptance and bond *Noted* 5320
- St. Scholastica High School: Water-rate exemption *Ref* 7855
- St. Stanislaus B. & M. Church: Carnival-street fair permit *Passed* 5543
- St. Thomas the Apostle Church: Congratulations extended on celebration of centennial anniversary *Adopted* 6338
- St. Vincent's Infant Hospital: License-fee exemption *Ref* 6556 *Passed* 6584
- Sally, Johnson: Appointment (East Humboldt Park-Near Northwest Conservation Community Council) *Filed* 5177
- Salvation Army:
  - Citadel and Youth Center: Building permits (free) *Rejected* 8153
  - Mount Clare Corps.: Building permits (free) *Ref* 5292 *Passed* 5409
  - Settlement Day Care Center: License-fee exemption *Ref* 5457 *Passed* 5497

- Salvation Army:
  - Tag day permit *Passed* 7926
  - Vault *Ref* 6040 *Passed* 6099 aceptance and bond *Noted* 6359
- Salvation Army Band: Congratulations extended *Adopted* 8315
- Sande, (Ald.) Rex:
  - Committees and Rules, Com. on: membership *Def* 5239 *Adopted* 5347
  - Cultural and Economic Development, Com. on: Chairman *Def* 5239 *Adopted* 5347
  - Port of Chicago, Wharves and Bridges, Com. on: Chairman *Def* 6593 *Adopted* 7235
- Sangamon St.:
  - Loading platform adjoining 311-13 N. [Binkowski Sausage Co.] *Ref* 5790 *Passed* 5934-35
  - Parking prohibited (specified hours): 87th to 88th (both sides) Eliminating Ordnce. *Ref* 6415 *Passed* 7966
  - Paving—96th to 97th *Ref* 6190 *Passed* 6319
  - Spec.-assess. foreclosures: 1310 S., etc. *Passed* 6383-84
  - Street closing: 62nd to 63rd [Our Lady of Solace Elementary School] *Passed* 6038
- Sanitary District of Chicago [*listed as* Metropolitan Sanitary District of Greater Chicago]
- Sanitation, Bureau of [*listed under* Streets and Sanitation, Department of]
- San Jose Cable TV Co.: Granting of franchise (Community Antenna TV) *Ref* 6478
- Sauganash Community Church Youth Education Day Care Center: License-fee exemption *Ref* 7986 *Passed* 8115
- Saunders (W. J.) & Co.: Vacation of street Draft Ordnce. *Noted* 5791
- Sayers, Gale: Appointment (Chgo. Park District) *Ref* 6443 *Approved* 6593
- Schawk Graphics, Inc.: Zoning-reclassification request [11-I] *Ref* 5469 *Def* 6019
- Scherrer, (Rev.) Valentine: Invocation *Noted* 6355, 7847
- Schiller St.:
  - Parking prohibited (all times):
    - Dearborn (30 ft. e. to 45 ft. e.—n. side) *Eliminated* 6025
    - 22 W. Eliminating Ordnce. *Ref* 5696
- Schlesinger, Irene: Spec.-assess. settlement *Passed* 5751-52
- *Schnell et al.* vs. *City et al.*: Corp. Cnsl. comc. on U.S. Court of Appeals decision *Filed* 5182
- Schoenstadt, Arthur:
  - Oath of Office *Noted* 7853
  - Reappointment (Policemen's A&B Fund, Retirement Bd.) *Approved* 7752-53
- Schoessling, Raymond:
  - Appointment (Police Bd.,) *Ref* 5356 *Approved* 5534
  - Oath of office *Noted* 5729
- School St.:
  - Paving:
    - Oleander to Ottawa *Ref* 7856-66
    - Ozanam to Osage *Ref* 5971-81 *Passed* 8291-92
    - Paris to Pioneer *Passed* 5270
- School tax levies [*listed under* Tax-levies, and Education, Board of]
- Schools and other educational institutions (general): [*particular schools listed under appropriate names*]
  - Below-grade classrooms (time extended for use) *Ref* 5618 *Passed* 5784
  - Classrooms (day-care centers, etc.): Amendment to Mun. Code to alleviate operation and maintenance requirements *Ref* 7848, 7985 *Passed* 8249-62
  - Designation of sites for school-park complexes for elementary and high school purposes *Ref* 5882
  - Mayor urged to perform commitment to avoid possible shut-down of schools *Ref* 5871-72
  - Nursery schools and day care centers: [*listed under particular names*]
  - Property acquisition: Schiller School—Park Project (designation of revised site (legally described)) *Ref* 5887-89
- Schools and other educational institutions (general): [*particular schools listed under appropriate names*]
  - Transportation: Appropriation for transportation of children to and from school: Gen. Assem. urged to enact [S.B. 306] *Def* 5242
- Schrager, Charles L. Co.: Zoning-reclassification request [22-C] *Ref* 5884
- Schubert Av.:
  - Parking prohibited (all times): Holly (s. side) *Ref* 5869
  - Parking prohibited (specified hours): Western (105 ft. e. to 70 ft. e.—s. side) *Passed* 6330
- Schurz High School: Baseball trophy awarded by Mayor *Noted* 5617-18
- Schwab Rehabilitation Hospital: License-fee exemption *Ref* 5795, 6601 *Passed* 5844-45, 7297
- Scott, (Dr.) Marshal L.:
  - Commendation extended upon resignation as member of Comm. on Human Relations *Adopted* 7851
  - Oath of office *Noted* 5564
- Scottsdale Av.: Parking prohibited (all times): 83rd to 83rd Pl. (w. side) *Ref* 7975
- Sears, Roebuck and Co.:
  - Covered bridge or passageway *Ref* 6115 *Passed* 6221 acceptance and bond *Noted* 7852
  - Hangar site at Chicago Midway Airport: second amendment agreement with City *Passed* 8092-94
  - Property bid at 301-09 W. Adams *Ref* 5970 *Passed* 6206
  - Tunnel acceptance and bond *Noted* 5467
  - Vacation of alley *Passed* 5596
- Seath, (Rev.) William: Reappointment (Rehabilitation of Persons, Comn. for) *Ref* 6186 *Approved* 6310
- Seaway National Bank: Depository for Model City Program Fund *Passed* 6193
- Seay and Thomas, Inc., et al.: Water mains etc. in East River Rd. and Higgins Rd.: agreement with City *Passed* 5225-26
- Sedgwick St.: Parking prohibited (all times): 1431 N. *Eliminated* 6025
- Seeley Av.:
  - Sidewalks—74th to 150 ft. n. (e. side) *Ref* 5624 *Passed* 5864
  - Sidewalks—74th to 190 ft. n. (w. side) *Ref* 5624 *Passed* 5864
- Seibert, William R. (Tr.) and Central States Motor Freight Bureau, Inc.: Vacation of alley Draft Ordnce. *Noted* 5291 *Passed* 5862-63
- Seipp St.:
  - Sidewalks—Washtenaw to 100 ft. e. to 375 ft. e. (n. side) *Ref* 6256 *Passed* 6404
  - Sidewalks—Washtenaw to 375 ft. e. (s. side) *Ref* 6256 *Passed* 6404
- Selfhelp Home for the Aged: License-fee exemption *Ref* 7788 *Passed* 7914
- Seminole Av.: Street vacation: Fairview (southerly and easterly of intersection) [Cook County] Draft Ordnce. *Noted* 6462
- Senate Bills (*See also* State legislation):
  - General Assembly urged not to enact:
    - No. 1: Election Code amendment (registration and elections in certain counties) *Def* 5241 *See* 5349 *Journal correction* 5355-56
    - No. 2: Personnel Code amendment (application to employes of County Election Comn.) *Def* 5241 *See* 5349 *Journal correction* 5355-56
    - No. 3: Township Election Act amendment (filing of nomination papers, etc.) *Def* 5241 *See* 5349 *Journal correction* 5355-56
    - No. 54: Election Code (accreditation of news media representatives, etc.) *Def* 5241 *See* 5349-50
    - No. 63: Election Code amendment (driver's license revocation because of inability to read English, etc.) *Def* 5241 *See* 5349 *Journal correction* 5356
    - No. 70: Election Code amendment: (social security number etc. required on registration card) *Def* 5241 *See* 5349

- **Senate Bills** (*See also* State legislation):
  - General Assembly urged not to enact:
    - No. 232: Occupation taxes: Reduces rate of levy on municipal retailer's and service occupation taxes *Def* 5242-43
    - No. 246: Seat of Government Act amendment: State capitol change from Springfield to Chicago *Def* 5242
    - Nos. 296 and 297: Illinois Municipal Code: Police Dept. members permitted to live outside the employing municipality *Def* 5242 *See* 5348-49
    - No. 326: Public Aid Code (amendment): Moneys received under act to be paid into Special Purposes Trust fund *Def* 5436 *Noted* 5557
    - No. 670: Illinois Municipal Code amendment (zoning decisions—property owners permtited to appeal) *Def* 5241 *See* 5349-50
    - No. 671: Illinois Municipal Code amendment: zoning code violations—right to institute action, etc. *Def* 5241 *See* 5349-50
    - No. 692: Children and Family Service, Dept. of: jurisdiction of Ill. Eye and Ear Infirmary of Chgo. (removal) *Def* 5436 *Re-ref* 5557
    - No. 693: University of Illinois Research and Educational Hospitals: act creating hospitals operated by University, etc. amended *Def* 5436 *Re-ref* 5557
    - No. 694: Illinois Eye and Ear Infirmary: transfer of jurisdiction *Def* 5436 *Re-ref* 5557
    - No. 722: Illinois Municipal Code: municipal personnel code etc. (new): *Def* 5241 *See* 5349-50
    - No. 770: Election Code amendment: Primary date: change to second Tuesday in April *Def* 5436 *Noted* 5557
    - No. 790: Tax-levy and collection for Public Building Comn., etc. *Def* 5436 *Noted* 5557
    - No. 1085: Election Code: Provides for partisan aldermanic elections *Def* 5522 *Noted* 5614
  - General Assembly urged to enact:
    - No. 57: Parental Responsibility Law (liability for damage caused by minors) *Def* 5241 *See* 5349
    - No. 229: Election Code amendment (physically incapacitated elector permitted to receive absentee ballot upon affidavit of physician etc.) *Def* 5242 *See* 5349
    - No. 242: Election Code amendment: Provision of voting machines or electronic voting systems, etc. *Def* 5242
    - No. 243: Counties Act amendment (tax levy for acquisition of voting machines, etc.) *Def* 5242
    - No. 244: Illinois Municipal Code: Tax-levy for acquisition of voting machines, etc. *Def* 5242
    - No. 306: Transportation of children to and from school (appropriation of $12,000,000) *Def* 5242
    - No. 342: Motor Fuel Tax Act amendment (proceeds distributed soon after allotment) *Def* 5242
    - No. 450: Highway Code amendment: Motor fuel tax allocation (25%) paid without approval of Dept. of Public Works & Bldgs. *Def* 5242
    - No. 541: Library tax-levy increase *Def* 5241 *See* 5349
    - No. 888: Policemen's A&B fund—provides pension contributions on actual salary *Def* 5595 *Noted* 5718
    - No. 957: Fair Housing Act: unfair housing practices prohibited, etc. *Def* 5521 *Noted* 5613
    - No. 983: Motor Vehicle Code (H.B. 1951 amendment): establishment of a new system of registration *Def* 5521 *Noted* 5613
- **Senior Citizens, Mayor's Comm. for:** [*listed under* Human Resources, Dept. of]
- **Senior citizens:** Reduction of motor vehicle license fees *Ref* 7981
- **Serbian Orthodox Cathedral** (Holy Resurrection: Building permits (free) *Ref* 5612, 5795 (2) *Passed* 5643, 5844, 5845
- **Server Co.:**
  - Vault *Ref* 5606, 8307 *Passed* 5668-69
  - Zoning-reclassification requests:
    - [3-E] *Ref* 5731 *Def* 6020 *Rejected* 6181
    - [9-G] *Ref* 5566 *Def* 5663 *Passed* 5801
- **Service Occupation Tax** (*See* Municipal (City)) Service Occupation Tax *under* Occupation Tax
- **Service pipes** [*listed under locations*]
- **Seventeenth St.:**
  - Parking prohibited (all times):
    - Ada to alley—w. (both sides) *Ref* 6334 *Passed* 7965
    - Wolcott alley w. to 120 ft. w.—n. side) *Ref* 5941
    - Wolcott (293 ft. w. to 120 ft. w.—n. side) *Passed* 6328
  - Spec.-assess. foreclosures: Kildare (S.) (n.e. cor.) *Passed* 5754-55
  - Street closing: Carpenter to Racine [Neighborhood Service Organization of United Christian Community Services] *Passed* 5700
- **Seventieth St.:** Parking prohibited (specified hours): Harvard to Normal (both sides) *Ref* 5283
- **Seventy-eighth St.:**
  - Parking prohibited (all times): Pulaski Rd. to Springfield (one side-survey) *Ref* 6415
  - Water-supply pipes: Peoria *Passed* 6390
- **Seventy-fifth Pl.:**
  - Sidewalks:
    - Lawndale to 125 ft. w. (n. side) *Ref* 6449, 7757 *Passed* 7229-30, 8291
    - Lawndale to 350 ft. w. (s. side) *Ref* 6449 *Passed* 7229-30
- **Seventy-first St.:**
  - Building demolitions:
    - 857 W. *Passed* 7981-82
    - 1220 W. *Passed* 8309-10
    - 1233 W. *Passed* 8309-10
    - 1275-77 W. *Passed* 8309-10
    - 1914 W. *Passed* 5539-40
  - Lease at 1931-33 E. for Dept. of Urban Renewal [1935 East 71st St. Bldg. and Northern Trust Co.] *Passed* 5834
  - Parking prohibited (specified hours): Harvard to Normal (both sides) *Ref* 5283
  - Property acquisition bet. Kimbark and Woodlawn for playlot purposes *Ref* 5788
- **Seventy-fourth St.:** Sidewalks—Damen to Hoyne (n. side) *Ref* 5624 *Passed* 5864
- **Seventy-ninth St.:**
  - Building demolition 1615-17 W. *Passed* 6234-35
  - Parking prohibited (all times):
    - Ingleside to alley w. (n. side) Eliminating Ordnce. *Ref* 6414 *Passed* 7965
    - Keating to Kilpatrick (n. side) *Passed* 5692
    - Komensky to Pulaski (s. side) *Ref* 5282
    - Pulaski Rd. (115 ft. w. to 170 ft. w.—s. side) *Passed* 5600
  - Sidewalk-sale permit bet. Emerald and Morgan [Auburn Park Chamber of Commerce] *Passed* 5873 *Amended* 6038
  - Water-supply pipes: Hamlin to Pulaski *Passed* 6004
- **Seventy-second St.:** Building demolition 1279 W. *Passed* 5788-89
- **Seventy-seventh St.:** Sidewalks—Springfield to Pulaski (both sides) *Ref* 6449 *Passed* 7229-30
- **Seventy-sixth Pl.:** Sidewalks—Ridgeway to 30 ft. w. (n. side) *Ref* 6449 *Passed* 7229-30
- **Seventy-sixth St.:** Sidewalks—Ridgeway to 30 ft. w. (s. side) *Ref* 6449 *Passed* 7229-30
- **Sewer Bonds** (1966): Appropriation for 1970 *See* 50, 524 (*Note* 6638)
- **Sewer Bonds:** Advertise for sale ($28,000,000) *Pub noted* 5181
- **Sewer Bonds:** Sale of bonds ($5,000,000) *Passed* 5186
- **Sewers:**
  - [*particular sewer systems listed under respective names*]
  - Catchbasins: Huron 2400 block W. *Filed* 7366
  - Constructions:
    - Ainslie St. Sewer System (Project No. 3): effective date changed to 1969-70 Amendatory Ordnce. *Ref* 5708

**Sewers:**
- [*particular sewer systems listed under respective names*]
  - Avenue G (116th to 117th) *Ref* 7998-8001
  - Avenue H (116th 117th) *Ref* 7998-8001
  - Avenue J (116th to 117th) *Ref* 7998-8001
  - Avenue L (116th to 117th) *Ref* 7998-8001
  - Avenue M (116th to 117th) *Ref* 7998-8001
  - Avenue N (116th to 117th) *Ref* 7998-8001
  - Downtown (Loop) System: Contract No. 1-D: transfer MFT Fund to Sewer Bond Fund *Passed* 6292
  - Ewing (116th to 117th) *Ref* 7998-8001
  - Huron w. of Western to 216 ft. w. *Passed* 6453-54
  - Laflin St. Sewer System: Contract No. 1-D: transfer MFT Funds to Sewer Bond Fund *Passed* 6292
  - Lawrence Av. System: Contract No. 2 for auxiliary outlet sewers *Passed* 5769 State approval *Noted* 5967
  - Lawrence Av. Underflow System: monitoring wells at Wilson and Harding *Passed* 5645-46
  - 117th (Avenue N to Avenue G) *Ref* 7998-8001
  - 134th (sanitary) Repealing Ordnce. *Passed* 7229
- Drains [*listed under locations*]
- Easements:
  - B. and P. Motor Express Inc. (construction of Leamington Av. Sewer—Contract No. 3B) *Passed* 5224-25
  - Belt Ry. Co. (Leamington Av.) *Passed* 5848-50
  - Beverly Bank (Tr.) *Passed* 7327-28
  - Calumet Sewage Treatment Works (Contract 68-227-2D): construction, etc. along Cottage Grove R/W Amendatory Ordnce. *Passed* 6291-92
  - Chicago City Bank & Trust Co. (driveway) *Passed* 5922-23
  - Chicago Transit Authority (elevated structures in Hermitage, Maypole, Paulina and Washington Boul. area) *Passed* 5220-21
  - Cosmopolitan National Bank (Tr.): release of City's interest for catchbasin 5841 N. Winthrop *Passed* 5923-24
  - Exchange National Bank (Tr.) *Passed* 6207
  - Neenah (w. of) bet. Belmont and Barry [Oak Park Trust and Savings Bank (Tr.] *Passed* 7776-78
  - Oak Park Trust & Savings Bank, Tr. (legally described) *Ref* 6237
  - Ogden, Evergreen *Passed* 6004
  - University of Illinois (Chicago Circle Campus—pedestrian bridge crossings) *Ref* 5726-27 *Passed* 5858-59
  - Western Transportation Co. (construction of approaches to 35th St. Bridge) *Passed* 5222-23
- Manholes: Huron (2400 W. Block) *Ref* 6341

**Sewers, Bureau of:**
- Appropriation for 1970 *See* 35,41, 424-431, 477-478 (*Note* 6638)
- Sewer-bond-issue projects: monthly reports *Filed* 5238, 5520, 5662, 5783, 6017, 6089, 6302, 6457, 7366, 7958, 8153
- Transfer of City property at Holland Rd. and 91st from Dept. of Sts. and San. *Def* 6298-99 *Passed* 6421-22
- Transfer of funds *Passed* 5733

Shakespeare Av.: Street vacation bet. Larrabee and Orchard [Dept. of Urban Renewal (Project Lincoln Park I)] Draft Ordnce. *Noted* 5948

Shamberg, Stephen C.: Appointment (Lincoln Park Conservation Community Council) *Filed* 5177

Shangri La Theatre Corp: Zoning-reclassification request [1-F] *Ref* 5182 *Def* 5592 *Passed* 5714

Shannon (Ald) William H.:
- Environmental Control, Com. on: Membership *Def* 6593 *Adopted* 7235
- Judiciary, Com. on: Chairman *Def* 5239 *Adopted* 5347

Sharrow, Abraham E.: Zoning-reclassification request [12-C] *Ref* 5622 *Def* 6020 *Rejected* 6181 *Ref* 7218

Shay, Bill: congratulations extended on retirement from Fenwick High School *Adopted* 5791

Sheffield Foundry Co.: Occupancy of space *Ref* 5793 *Passed* 5937

Sheil, (Archbishop) Bernard J.: Death memorial *Adopted* 6052-53

*Shelton, L. C. et al.* vs. *City, et al.*: Corp. Cnsl. comc. on Supreme Court (Ill.) decision *Filed* 5623

Sheridan, (Ald.) Paul M.: Com. on Judiciary; Vice-Chairman *Def* 5239 *Adopted* 5346

Sheridan Rd.: Water-supply pipes; Rosemont to Thorndale *Passed* 5424

Sherman-Reynolds, Inc. et al.: Vacation of alley Draft Ordnce. *Noted* 6418

Shields Av.:
- Conduits at 30th (28 ft. s.) [Drexel Ice Cream Co.] *Ref* 8307
- Lease to City at 3131 S. for Dept. of Water and Sewers garage [A. Thomas and Richard M. Munizzo] *Passed* 5386
- Street closing: Garfield Boul. to 57th [New Shields Av. Neighborhood Improvement Assn.] *Passed* 5702

Shields, David J.: Zoning-reclassification request [11-H] *Ref* 7756 *Def* 8263

Shlensky, Harold: Zoning-reclassification request [16-C] *Ref* 5182 *Def* 5593 *Rejected* 5716

Shrager, Charles L. Co.: Zoning-reclassification request [13-I] *Ref* 5622 *Def* 6020 *Rejected* 6181

Shrewsbury, (Rev.) Rankin L.: Invocation *Noted* 5561

Sick leaves and vacations [*listed under* City employees]

Sidewalk repairs: New regulations *Ref* 6232 *Rejected* 6408

Sidewalks: Cicero—60th to 40 ft. s. to 62nd (e. side) Repealing Ordnce. *Ref* 6256 *Passed* 6404

Siefert, James R.: Appointment (Air Pollution Technical Advisory Bd.) *Ref* 5954 *Approved* 6095

**Signs:**
- [*Miscellaneous items listed under* General]
- Clocks:
  - LaSalle and Washington (s.e. cor.) [Lurie Co.] *Ref* 6230 *Passed* 6314 acceptance and bond *Noted* 7755
  - Madison (4010 W.) [Wallace E. Carroll] *Ref* 5704 *Passed* 5855
- Directional:
  - Avondale, Circle, Harlem, Nickerson, Peterson [Norwood Park Evangelical Lutheran Church] *Rejected* 5281
  - Avondale and Raven (n.w. cor.) [Norwood Park Evangelical Lutheran Church] *Rejected* 5281
  - Harlem and Nina (s.e. cor.) [Norwood Park Evangelical Lutheran Church] *Rejected* 5281
  - Northwest Hwy. and Raven (s.w. cor.) [Norwood Park Evangelical Lutheran Church] *Rejected* 5281
- Illuminated:
  - Ashland Av.: 7520 S. [Ashland Car Wash] *Ref* 5946 *Def* 6022 *Passed* 6171-6182
  - Central Av. (3125 N.) [Quality Interiors (Arrow Sign Co.)] *Ref* 5609 *Def* 5663 *Passed* 5802
  - Cicero: 4453 N. [Beverly Sign Co.] *Ref* 7233 *Def* 8263-64
  - Congress Pkwy.:
    - 50 W. [Standard Oil Co. (Ahern Sign Co.)] *Ref* 8307
    - 51 W. [Standard Oil Co. (Ahern Sign Co.)] *Ref* 8307
  - Congress St.: 72 W. [Shell Oil Co.] *Def* 5593 *Passed* 5715
  - Cumberland-Kennedy Expwy. (intersection) [Hilton Hotels Corp.] *Ref* 7803 *Def* 8263-64
  - Fullerton (5200 W.) [Cragin Savings & Loan Assn.] *Ref* 6041 *Def* 6306-07 *Passed* 6439-40
  - Garfield Boul.: 235-239 E. [Texaco Service Station] *Ref* 7982 *Def* 8263
  - Grand Av.: 4001 W. Motor King Lincoln Mercury *Def* 5338 *Passed* 5462-63
  - Halsted (9802 S.) [Sun Oil Co.] *Ref* 5703 *Def* 6022 *Passed* 6171-81
  - Harlem (3301 N.) [Ability Transmissions] *Ref* 5290 *Def* 5593 *Passed* 5715

- Signs:
  - Illuminated:
    - Irving Park Rd.:
      - 4001 W. (Mobile Oil Corp.) *Ref* 7369 *Def* 8263-64
      - 5960 W. [Portage Park Savings & Loan Assn. (Flashtric Signs)] *Ref* 6043 *Def* 6306-07 *Passed* 6439-40
    - Madison St.: 5105 W. [Edwards Dinwiddin Ford (Continental Sign Co.)] *Def* 5338 *Passed* 5462-63
    - Michigan (10131 S.) [Burt Rose Ford (Flashtric Signs)] *Ref* 7802 *Def* 8263-64
    - Pulaski Rd.:
      - 4900 S. [Airway Lincoln Mercury] *Ref* 6235 *Def* 6306-07 *Passed* 6439-40
      - 11400 S. [Wilson Ford (Flashtric Signs)] *Ref* 7803 *Def* 8263-64
    - South Chicago Av.:
      - 8639 S. [Yates Ford] *Ref* 5872 *Def* 6022 *Passed* 6171-81
      - 8640 S. [Skyway Lincoln Mercury] *Ref* 5872 *Def* 6022 *Passed* 6171-81
    - State St.:
      - 2745 S. [Bland Lincoln Mercury] *Ref* 6230 *Def* 6306-07 *Passed* 6439-40
      - 7859 S. [Shell Oil Co.] *Ref* 5286 *Def* 5593 *Passed* 5715
    - Stony Island (7419 S.) [Rayco Auto Service] *Ref* 7232 *Def* 8263
    - Twenty days written notice of proposed issuance for permit to Alderman of ward, etc. *Ref* 5456
    - 103rd (533 E.) [Monarch Laundry] *Passed* 5309-15
  - Peripheral [*listed as Traffic signs*]
  - Traffic (*See* Traffic signs)
- Silton, Lawrence: Spec.-assess. settlement *Passed* 5404
- Silverman, (Rabbi) Martin: Congratulations extended on celebration of fiftieth anniversary of Temple Mizpah *Adopted* 6044
- Simon, (Rabbi) Mordecai: Invocation *Noted* 7791
- Simon, Raymond F.: Commendation extended upon resignation as Corporation Counsel *Adopted* 7253
- Simpson (J.B.) Inc.: Lease at Chicago-O'Hare International Airport *Passed* 5369-70
- Singer, (Ald.) William S.:
  - Certificate of election from County Clerk *Noted* 5317
  - Cultural and Economic Development, Com. on: membership *Adopted* 5664
  - Environmental Control, Com. on: Membership *Def* 6593 *Adopted* 7235
  - Judiciary, Com. on: membership *Adopted* 5664
  - Oath of office *Noted* 5317
  - PFCSS&MI, Com. on: membership *Adopted* 5664
- Singleton, (Detective) Oliver: Death memorial *Adopted* 6445
- Sipi Metals Corporation:
  - Occupancy of space *Ref* 6462 *Passed* 7224
  - Switch tracks *Ref* 7786 *Passed* 8273
- Sisters of Charity, B.V.M., Mundelein College (*listed under* Mundelein College)
- Sisters of Resurrection Day Care Center: License-fee exemption *Ref* 5346 *Passed* 5409
- Sisters of St. Casimir: Building permits (free) *Ref* 5612 *Passed* 5643
- Siva, Felix: Reappointment (Lincoln Park Conservation Community Council) *Filed* 5177
- Sixteen Hundred and Three South Canal Street Bldg. Corp.: Switch track acceptance and bond *Noted* 5180
- Sixteenth St.:
  - Lease: 4348-50 W. for Infant Welfare Station [Seymour Gagerman] *Def* 6588 *Passed* 7238
  - Street closing: Carpenter to Racine [Neighborhood Service Organization] *Passed* 5943
  - Tunnel w. of Western [Phoenix Closures, Inc.] *Passed* 5247 acceptance and bond *Noted* 5728
- Sixtieth Pl.: Building demolition 447 W. *Passed* 7982
- Sixtieth St.:
  - Street closing:
    - Albany to alley w. [Grace United Church of Christ] *Passed* 5342
    - California to alley e. [Marquette Manor Baptist Church] *Passed* 5702
  - Water-supply pipes: Nottingham *Passed* 6390
- Sixty-fifth St.: Street closing; May to Racine [Perkins Bass Elementary School] *Passed* 6038
- Sixty-first St.:
  - Building demolitions:
    - 846-48 W. *Passed* 8309-10
    - 1024 W. (rear) *Passed* 8309-10
    - 1112 W. *Passed* 6233-34, 8309-10
    - 1309 W. *Passed* 8309-10
  - Spec.-assess. foreclosures:
    - 1258 W., etc. *Passed* 6070
    - 1350 W. *Passed* 5410
- Sixty-five and Sixty-six Hundred S. Bell Avenue Block Club: erection of flagpole *Ref* 5454
- Sixty-fourth St.:
  - Street closing:
    - University to Woodlawn [James Wadsworth Upper Grade Center School] *Ref* 8308
    - Winchester to Wolcott (1900 block) [Messiah Lutheran Church] *Passed* 5945
- Sixty-ninth St.:
  - Building demolitions:
    - 1014-24 W. *Passed* 8309-10
    - 1740 W. *Passed* 5539-40
  - Parking prohibited (all times):
    - Pulaski to first alley w. (both sides) *Ref* 7781
    - 218 E. *Ref* 7975
  - Property acquisitions:
    - Kimbark to Woodlawn for playlot purposes *Ref* 5788
    - Prairie to Indiana for tot-lot purposes *Ref* 5788 *Adopted* 5846
- Sixty-second St.:
  - Building demolition 1213 E. *Passed* 6460
  - Occupancy of space Woodlawn to 184 ft. w. [South East National Bank of Chicago] *Ref* 6598
  - Street closings:
    - Evans to Langley [Langley Avenue Church of God] *Passed* 5789
    - Morgan to Sangamon [Our Lady of Solace Elementary School] *Passed* 6038
  - Vacation of street: Peoria, s. of Sangamon at intersection with 63rd Prkwy. [Dept. of Urban Renewal] *Passed* 5671-73
- Sixty-seventh St.: Building demolition 1000 E. *Passed* 7981
- Sixty-third—Halsted Pedestrian Mall: Levy of annual special assessment *Ref* 6357 *Passed* 6504-06
- Sixty-third Pkwy.: Street opening bet. 61st Pl. and 63rd at Morgan [Dept. of Urban Renewal] *Passed* 5253-56
- Sixty-third Pl.:
  - Parking prohibited (all times): Halsted (35 ft. e. to alley e.—n. side) *Eliminated* 6025
  - Property acquisitions: 634-660 W. for Health Center site *Passed* 6386-87
- Sixty-third St.:
  - Acquisition of property at 643-645 W. for Health Center site *Passed* 6387
  - Arts and crafts fair permit bet. Central Pk. and California [Chgo. Lawn Chamber of Commerce] *Passed* 5287-88
  - Building demolitions:
    - 1215 E. *Passed* 6460
    - 1505 W. *Passed* 8309-10
    - 1917 W. *Passed* 8309-10
    - 1919 W. *Passed* 8309-10
  - Channelization at Western (Project No. 547) allocation of MFT funds *Passed* 5762 State approval *Noted* 5967

- Sixty-third St.:
  - Leases:
    - 444 E. (to City) [U.T.S.E.A. Center, Inc.] *Passed* 5995
    - 622 E. for Dept. of Human Resources [Northern Trust Co. (Tr.)] *Passed* 5381
    - 835 E. for Field Office, Model Cities Program [Earl Ross] *Passed* 6580
    - 841 E. (to City) for Model City Program [National Boulevard Bank (Tr.)] *Passed* 6269
    - 871 E. for Model Cities Community Program [Drexel 63rd Corp.] *Passed* 8096-8101
    - 1029-31 S. for Com. on Urban Opportunity [G.D. Carter Realty Co.] *Def* 6091-95 *Passed* 6243
    - 1204 E. for Woodlawn Neighborhood Development Project, Dept. of Urban Renewal [First Finance Investment Co.] *Passed* 6580
  - Parking prohibited (all times):
    - Cicero to Central Eliminating Ordnce. *Ref* 6334 *Rejected* 7973
    - Cicero to Central (200 ft. e.—n. side) *Ref* 6334 *Rejected* 7973
    - 5615-17 W. *Eliminated* 5276-77
  - Parking prohibited (specified hours): 228 W. *Eliminated* 5276-77
  - Parking restricted (all times):
    - Nashville (200 ft. e—s. side) *Ref* 6108
    - Nashville to 100 ft. e. (s. side) *Rejected* 7973
  - Property acquisitions:
    - 629-641 W. for Health Center site *Passed* 6080
    - 647-649 W. for Health Service Center *Passed* 6208
  - Sidewalk-sale permits:
    - Carpenter to Harvard [Englewood Business Men's Assn.] *Passed* 5789
    - Central to Major [Clearing Business Association] *Passed* 5873
  - Spec.-assess. foreclosures:
    - 3350 W. *Passed* 6383-84
    - 4159 W. *Passed* 5410
- *Skolnick, Sherman, H. et al.* vs. *Mayor et al.*: Corp. Cnsl. comc. on U.S. Court of Appeals *Filed* 5968
- Skora, Louis et al.: Switch track (d/b/a West End Paper Stock Co.) Repealing Ordnce. *Passed* 8275
- Sky Chefs, Inc.: Lease at Chgo.-O'Hare International Airport *Passed* 6195-6201
- Skyline Vue, Inc.: Coin-operated telescopes at Chicago's airports; execution of agreement Amendatory Ordnce. *Passed* 7765-69
- Sleepmakers, Inc.: Switch track *Passed* 5247-48 acceptance and bond *Noted* 5620
- Slovenian Day in Chicago (October 25, 1969) designation *Adopted* 6039
- Slum Clearance [*See* Urban Renewal, Dept. of]
- Slum Clearance Bonds (1957): Appropriation for 1970 *See* 46, 520 (*Note* 6638)
- Slutzky, Nathan: Spec.-assess. settlement: *Passed* 6379, 6381
- Smerch, William and Mary: Vacation of alley Draft Ordnce. *Noted* 7785
- Smith, Harold: Spec.-assess. settlement *Passed* 6077
- Smith, (M.D.) Jackson A.: Reappointment (Rehabilitation of Persons, Comn. for) *Ref* 6186 *Approved* 6310
- Smith, Robert F.: Spec.-assess. settlement *Passed* 5752
- Smith (Washington and Jane) Home [*listed as* Washington and Jane Smith Home]
- Snow, Robert H.: Zoning-reclassification request [6-F] *Ref* 5731 *Def* 6019 *Passed* 6169
- Soballe, (Capt.) Verner J.:
  - Appointment (Port of Chgo., Dir. of) *Ref* 6443 *Approved* 6551
  - Oath of Office *Noted* 7794
- Society for the Danish Old People's Home [*listed as* Danish Old People's Home, Society for the]
- Society of Mount Carmel: Building permits (free) *Passed* 5217
- Solomon, Louis R.: Zoning-reclassification request [13-G] *Ref* 5358 *Def* 5663 *Passed* 5801
- Sonntag, (Dr.) Joseph: Reappointment (Uptown Conservation Community Council) *Filed* 5177
- Sosa, Edwin: Appointment (Lincoln Park Conservation Community Council) *Filed* 5177
- South Central Bank: Depository for Model City Program Fund *Passed* 6193
- South Chicago Av.:
  - Acquisition of property at 83rd for MFT channelization *Def* 6299-6302 *Passed* 6422-25
  - Channelization at 95th 1965-3 (Project No. 550) allocation of MFT funds *Passed* 5762-63 State approval *noted* 5967, 6561
- South Chicago Chamber of Commerce: Sidewalk-sale permits *Passed* 5945
- South Chicago Community Center Day Nursery and Kindergarten: License-fee exemption *Ref* 5612 *Passed* 5643
- South Chicago Community Hospital:
  - Covered bridge or passageway *Ref* 6554 *Passed* 7223 acceptance and bond *Noted* 7794
  - License-fee exemption *Ref* 5293, 6421 *Passed* 5409, 6453
- South Chicago Savings Bank (Tr.):
  - Spec.-assess. settlement *Passed* 5404
  - Vacation of alley Draft Ordnce. *Noted* 5454
  - Zoning-reclassification request [22-B] *Ref* 5182-83 *Def* 5592 *Passed* 5714
- South Deering Methodist Church (Chicago Association for Retarded Children): License-fee exemption *Ref* 8316
- South East National Bank:
  - Depositary of City/school funds *Passed* 7294
  - Depository for Model City Program Fund *Passed* 6193
  - Occupancy of space *Ref* 6598
- South Park Av. (*See also* South Park Way)
- South Park Way: (*See also* South Park Av.)
- South Shore Dr.: Parking prohibited (all times): 8361 S. (at driveway) *Ref* 5785 *Rejected* 6030
- South Shore Hospital:
  - Electric and telephone conduits *Ref* 5286 *Passed* 5440 acceptance and bond *Noted* 5810
  - License-fee exemption *Ref* 5708, 7234 *Passed* 5745, 7297
- South Shore National Bank: Depository for Model City Program Fund *Passed* 6193
- South Shore-O'Keeffe Conservation Area [*Listed as* Conservation Community Council, South Shore-O'Keeffe Conservation Area]
- South Side Bank & Trust Co.:
  - Depositary of City/school funds *Passed* 7294
  - Depository for Model City Program Fund *Passed* 6193
- South Water St.: Lease to City along s. bank of Chicago River [Illinois Central Railroad Co.] *Passed* 5210
- Southeast Englewood Associates: Purchase property from Urban Renewal, Dept. of (No. 69-DUR-133) *Ref* 6252 *Def* 6411-12 *Passed* 6470-71
- Southport-Armitage, Inc.: Covered passageway *Ref* 5611 *Passed* 5669 acceptance and bond *Noted* 5966
- Southport Av.:
  - Lease at 2351 N. for Human Resources [George Mattick] *Passed* 7298
  - Parking prohibited (specified hours): Waveland (200 ft. s. to 35 ft. s.—east side) *Passed* 5600
- Southtown Economist, Inc.: Franchise agreement to operate Community Antenna Television Systems within the City *Ref* 7855
- Southwest Cooperative Pre-School: License-fee exemption *Ref* 5545, 6318 *Passed* 6072
- Southwest Expressway (*See* Superhighways)
- Spagat, Martin: Zoning-reclassification request [5-N] *Ref* 6055 *Def* 6398 *Passed* 6467
- Spann (Pervis and Lovie), E. Rodney, Amanda E. Jones: Vacation of alley Draft Ordnce. *Noted* 5946

Spaulding Av.:
  Crossing guard at Ravenswood line (request to CTA) *Ref* 7785 *Adopted* 7962-63
  Parking prohibited (all times): Division (225 ft. s. to 30 ft. s.—w. side) *Ref* 6551 *Passed* 7965
  Tunnel s. of Arthington [Sears, Roebuck & Co.] acceptance and bond *Noted* 5467

Special-assessment cancellations [*listed under names of particular individuals*]

Special-assessment compromises [*listed under names of particular individuals*]

Special-assessment-foreclosure-case reports [*listed under* Law, Department of]

Special-assessment foreclosures [*listed under locations*]

Special funds of City [*listed under names of particular funds*]

Speed limitations of vehicles [*listed under locations*]

Sperling, (Ald.) Jack I.:
  Absence from Council meeting *Noted* 5175, 5318, 5355
  Environmental Control, Com. on: Membership *Def* 6593 *Adopted* 7235

Spiegel, Inc.: Widening and change in elevation on 35th St. Bridge, etc. (agreement with City) *Passed* 5417-18

Springfield Av.:
  Parking prohibited (specified hours): 111th (200 ft. n. —e. side) *Ref* 5941 *Passed* 6330
  Sidewalks:
    Myrick to 79th (e. side) *Ref* 6449 *Passed* 7229-30
    76th Pl. to first alley s. of 77th (w. side) *Ref* 6449 *Passed* 7229-30

Stafford, (Col.) Thomas P.: Welcome extended to Astronauts *Noted* 5722

Standard Bank and Trust Co. (Tr.):
  Alley opening *Passed* 5251
  Depository for Model City Program Fund *Passed* 6193

Standard Performance Code [applicable to building regulations *See under* Buildings and Building Code]

Stanton, (M.D.) George T.: Reappointment (Rehabilitation of Persons, Comn. for) *Ref* 6186 *Approved* 6310

Stassen, Carl H.: Zoning-reclassification request [10-E] *Ref* 5731 *Def* 6018 *Passed* 6169

State Capitol Seat of Government Act amendment: State capitol change from Springfield to Chicago: Gen. Assem. urged not to enact [S.B. 246] *Def* 5242

State Colleges and Universities Board of Governors: Property purchase from Urban Renewal, Dept. of (No. 69-DUR-89) *Ref* 5963 *Passed* 6323-24

**State Highways:**
  (*See also under names of particular streets*)
  Motor Fuel Tax projects:
    Curb and gutter repairs, reconstruction, etc. (1969) allocation of funds *Passed* 6291 State approval *Noted* 6447
    Curb and gutter repairs, reconstruction, etc.: expenditure (section curb and gutter 1969-A) State approval *Noted* 5320
    Curb and gutter repairs, reconstruction, etc.: Project 1969-N: expenditures (non-arterial streets) State approval *Noted* 5320
    Curb and gutter repairs, reconstruction (1970) expenditure *Passed* 7925
    Pavement repairs for 1969 State approval *Noted* 5180
    Pavement repairs for 1969: allocation of funds *Passed* 5500-01 State approval *Noted* 5620
    Pavement repairs for 1969: allocation of funds State approval *Noted* 5320
    Pavement repairs for 1969 (non-arterial streets): allocation of funds *Passed* 6082 State approval *Noted* 6254
    Pavement repairs for 1969 (non-arterial streets): allocation of funds State approval *Noted* 5320
    Pavement repairs for 1970: allocation of funds *Passed* 8125

**State Highways:**
  (*See also under names of particular streets*)
    Sewer cleaning and repairs, etc. (1969): allocation of MFT funds *Passed* 6210-11 State approval *Noted* 6447
    Sewer cleaning and repairs, etc. (1969): expenditures *Passed* 5508-09 State approval *Noted* 5620
    Sewer cleaning and repairs, etc. for 1969: State approval *Noted* 5180, 5320
    Sewer cleaning and repairs, etc. (1970): expenditures *Passed* 7775-76 State approval *Noted* 7852
    Snow and ice control maintenance (1969) *Passed* 6507 State approval *Noted* 7755
    Snow and ice control maintenance for 1969: State approval *Noted* 5180
    Snow and ice control maintenance (1970): expenditure *Passed* 8125
    Street-cleaning maintenance for 1969: allocation of funds State approval *Noted* 5180, 5320
    Street-cleaning maintenance for 1969: expenditure *Passed* 5502, 6081-82 State approval *Noted* 5620, 6254
    Street-cleaning maintenance for 1969 (non-arterial streets): allocation of funds *Passed* 6082 State approval *Noted* 6254
    Street-cleaning maintenance for 1970: expenditure *Passed* 8125-26
    Street-lighting maintenance for 1969: allocation of MFT funds *Passed* 5760 State approval *Noted* 5966
    Street lighting maintenance for 1970: allocation of funds *Passed* 8124
    Traffic-control devices on arterial streets for 1970: expenditure *Passed* 8124-25
    Traffic-control devices: construction and installation *Passed* 6000 State approval *Noted* 6188
    Traffic signal lights: maintenance and operation (1969): allocation of funds *Passed* 5758 State approval *Noted* 5996

State Housing Board (*listed under* Illinois, State of)

**State Legislation:**
  (*See* also House Bills and Senate Bills)
  General Assembly (76th): commendation extended to members for service, etc. *Noted* 5453-54
  General Assembly memorialized to enact:
    Approval of specified pending legislation (House and Senate Bills) *Ref* 5291
    Mass transportation: grants and funds for deficits in operation and maintenance *Adopted* 8266
    New avenues of revenue to satisfy the high budget needs of City, etc. *Ref* 6461
    Permit mobile registration of election in Cook County *Ref* 7980
    Policemen's A&B Fund: provision to terminate widow's annuity upon remarriage *Ref* 5286
    Prohibit manufacture, sale, purchase, etc. of weapons *Ref* 5607
    Provision of funds for tree trimming and tree removing purposes *Def* 5240 *Adopted* 5348
    Real estate brokers prohibited from soliciting for sale property of individual home owners who have registered with Sec. of State, etc. *Adopted* 8266-67
    Real estate—fairness in contract sales *Ref* 6459
    Subsidize CTA *Ref* 6555 *See* 8266
    Supporting fairness in contract sales, etc. *Ref* 6460 *Adopted* 8267

State St.:
  Building demolition 8211 S. *Passed* 6599
  Channelization at Congress Pkwy. 1965-3 (Project No. 554) allocation of MFT funds *Passed* 5763-64 State approval *Noted* 5967
  Name designation *Service Drives*:
    70th to 72nd *Passed* 6327
    70th to 72nd (e. side) *Ref* 6034

- State St.:
  - Parking prohibited (all times):
    - 57th (160 ft. n. to 45 ft. n.—e. side) *Ref* 5785 Second Ordnce. *Eliminated* 6025 *Rejected* 6333
    - 95th (200 ft. s.—e. side) *Passed* 6328
  - Parking prohibited (specified hours):
    - 40th to 51st (both sides) *Ref* 5535 *Rejected* 6031
    - 88th to 110ft. s. of 87th (e. side) *Passed* 6330
    - 89th to 105 ft. s. of 88th (e. side) *Passed* 6330
    - 93rd to 92nd (e. side) *Passed* 6330
    - 98th to 200 ft. s. of 95th (e. side) *Passed* 6330
  - Parking restricted (specified hours):
    - 113th Pl. (20 ft. s. to 100 ft. s. east side) *Rejected* 5450
    - 114th (208 ft. n. to 70 ft. n.—west side) *Rejected* 5450
  - Passageway, stairway and display windows at 211-227 S. (sub-way sidewalk area) [F. W. Woolworth Co.] *Ref* 5538
- State St. Bridge:
  - Repair and resurfacing over Main Branch of Chicago River: allocation of MFT funds *Passed* 5500-01 State approval *Noted* 5620
  - Repair and resurfacing over Main Branch of Chgo. River (allocation of MFT funds increased) *Passed* 5757 State approval *Noted* 5883-84
- Steam Boilers, Unfired Pressure Vessels and Refrigeration, Department for the Inspection of: Appropriation for 1970 *See* 25, 252-254 (*Note* 6638)
- Stearns Quarry: Site acquisition for depositing of residue from incinerator *Ref* 5562 *Def* 5661-62 legally described *Passed* 5795-96
- Steck, Frank (Otto Oplatka): Spec.-assess. settlement: *Passed* 6076
- Steel City National Bank:
  - Depository for Model City Program Fund *Passed* 6193
  - Lease to City *Passed* 7765
- Stein, Max (d/b/a M.S. Auto Parking Co.): Lease from City *Passed* 6276
- Stenn, Irving Jr., et al.: Zoning-reclassification request [5-F] *Ref* 7995
- Stereotype Equipment Company: Vacation of alley Draft Ordnce. *Noted* 5874 *Passed* 8281-82
- *Stevens* vs. *City of Chicago*: Corp. Cnsl. comc. on Appellate Court decision *Filed* 7794-95
- Stewart Av.:
  - Parking prohibited (specified hours): 69th to 72nd (both sides) *Ref* 5283
  - Switch track at 16th e. of Canal [1603 S. Canal Street Bldg. Corp.] acceptance and bond *Noted* 5180
- Stewart-Warner Corporation: Vacation of alley Draft Ordnce. *Noted* 5290
- Stickney, Village of: Water-service connection for Clearing Industrial Dist. Inc. *Passed* 5768-69
- Stock Yard Project: Property acquisition (Parcel No. 1) legally described *Passed* 7388
- Stone Terrace: Name designated bet. Menomonee and Willow *Ref* 5544
- Stony Island Av.:
  - Parking permitted (diagonal): 7351 S. [St. Constantine and St. Helen Greek Orthodox Church (property adjoining) *Ref* 7976
  - Parking restricted (all times): 7229 S. *Ref* 8304
  - Property acquisition at 8632-40 S. for library site *Passed* 7924-25
  - Water-supply pipes: 122nd *Passed* 6390
- Stop and go lights (*See* Traffic-signal lights)
- **Street lighting:**
  - Parnell Av. bet. 84th and 85th *Ref* 5702 *Passed* 6001
- Street-lighting system (general): (*See* Arterial Highway System *and* Street lighting)
- Street-name signs [*listed* under locations]
- Street names [*listed under* locations] (*See also* Street nomenclature)
- Street nomenclature:
  - Apollo 11 Drive name changed from Outer Drive North *Ref* 5949
  - Arcade Pl.:
    - Name designation for alleys:
      - LaSalle, Madison, Monroe, Wacker Dr. *Passed* 5251 (*See* 5353) Amendatory Ordnce. *Ref* 6230 *Passed* 6311 *Journal Correction Noted* 6355
      - Madison, Monroe, Wacker Dr., Wells *Ref* 6230 *Passed* 6311 (*See* 5251, 5353) *Journal Correction Noted* 6355
  - Dearborn St. renamed *Dearborn Parkway* bet. 1200 to 1500 N. *Ref* 6342
  - *Eighty-second Place* name designation for un-named street s. of 82nd bet. Western and Campbell *Ref* 5608 *Passed* 5664-65
  - Fletcher St.: *Service Dr.* bet. Rockwell and Washtenaw (n. side) *Ref* 5698 *Rejected* 6031
  - Green Bay Av.: *Service Dr.* bet. 83rd and 86th (e. side) *Ref* 5698
  - Harper Av. renamed *S. Harper Court* bet. 52nd and 53rd *Rejected* 6319
  - Mozart St. designation *Service Drive* bet. Fullerton and 125 ft. n. *Rejected* 5450
  - North Av. renamed *Bauler Av.* at 100 East from N. Lake Shore Dr. to east bank of No. Branch of Chicago River *Ref* 7795
  - Oglesby Av.: *Service Dr.* bet. 100th and alley s. (both sides) *Ref* 8305-06
  - Ravenswood Av.: *Service Dr.* bet. Berteau and Irving Park (e. lane) *Ref* 5340 *Passed* 5597-98
  - Reed Lane name designation for area bet. Fern Ct. and St. Michaels Ct. *Ref* 5544
  - State St. *Service Drives*:
    - 70th to 72nd *Passed* 6327
    - 70th to 72nd (e. side) *Ref* 6034
  - Stone Terrace name designation bet. Menomonee and Willow *Ref* 5544
  - Yates Av.: *Service Dr.* bet. 100th and alley s. (both sides) *Ref* 8305-06
- Street openings [*listed under locations*]
- Street Traffic, Bureau of: Appropriation for 1970 *See* 40, 468-476 (*Note* 6638)
- Street Traffic and Parking, Bureau of [*listed under* Streets and Sanitation, Department of]
- Streets (general):
  - Arterial streets (*See* Arterial Highway System)
  - Closings [*listed under locations*]
  - Lighting (*See* Street Lighting)
  - Loading zones [*separate heading*]
  - State highways [*separate heading*]
  - Street-lighting system [*separate heading*]
  - Superhighways [*separate heading*]
  - Vacations [*listed under locations*]
- Streets, Bureau of [*listed under* Streets and Sanitation, Department of]
- **Streets and Sanitation, Department of:**
  - Annual report (1968) *Filed* 5968
  - Appropriation for 1970 (*See* 26, 30, 40, 41, 43, 48, 54-56, 274-278, 279-282, 283-309, 346-348, 450-476, 480, 485-488, 522, 529-532, 534-540 (*Note* 6638)
  - Electric Wiring and Repair, Bureau of: Appropriation for 1970 *See* 307-309 (*Note* 6638)
  - Electricity, Bureau of: Appropriation for 1970 *See* 26, 40, 293-306, 464-467 (*Note* 6638)
  - Forestry, Parkways and Beautification, Bureau of:
    - Appropriation for 1970 *See* 30, 41, 43, 346-348, 480, 485-488 (*Note* 6638)
    - Tree trimming and tree removal: request for sufficient funds from State and Fed. Govt. *Def* 5240 *Adopted* 5348
  - Parking, Bureau of: Appropriation for 1970 *See* 55-56, 534-540 (*Note* 6638)
  - Replacement report of Dutch elm trees removed during 1968, 1969, 1970, etc. *Ref* 7983

**Street and Sanitation, Department of:**
  Sanitation, Bureau of: Appropriation for 1970 (*See* 26, 40, 283-292, 462-63 (*Note* 6638))
  Streets, Bureau of: Appropriation for 1970 *See* 40, 451-461 (*Note* 6638)
  Transfer of City property at Holland Rd. and 91st to Bureau of Sewers *Def* 6298-99 *Passed* 6421-22
  Transfer of funds (1969) *Passed* 6264
Strong St.: Water-supply pipes: Neva to Mulligan *Passed* 6004
Stucker, David L.:
  City property bid for 1072 W. Fry *Passed* 7295
  Property bid at 2428 S. Cottage Grove *Passed* 7295
Stucker, Marshall A. and David L.: Property bid at 2428 S. Cottage Grove *Ref* 6448
Stumpf, (Rev.) Donald: Appointment (East Humboldt Park-Near Northwest Conservation Community Council) *Filed* 5177
Style Exhibitors, Inc.: Leases for space at Navy Pier *Def* 5658-60, 5660-61 *Passed* 5489-94, 5798-99, 5799-5801, 6498-99
Subway Bonds (1952): Appropriation for 1970 *See* 49, 524 (*Note* 6638)
Sullivan, Arthur A.: Death memorial *Adopted* 5810
Summerdale Av.:
  Paving—Newland to Mont Clare *Ref* 6449 *Passed* 7229
  Water-supply pipes: Delphia to Oakview *Passed* 6211
Summit, Village of: Water-supply contract with City *Passed* 5770-73
Sun Electric Corp.: Zoning-reclassification request [15-0] *Ref* 7756 Amendatory Ordnce. *Def* 8263
*Sundin* vs. *Hughes*: Corp. Cnsl. comc. on Appellate Court decision *Filed* 5182
Sunnyside Av.:
  Lease at 1025 W. for Model Cities and Urban Renewal staffs [Oman and Associates, Inc.] *Passed* 6366
  Parking prohibited (specified hours): 1712 W. *Ref* 6552
**Superhighway—Comprehensive System:**
  Expressway surveillance project (joint) expenditure of MFT funds *Passed* 5848 State approval *Noted* 5967
  Wacker Dr. from Michigan to Lake (allocation of MFT funds) *Passed* 6084 State approval *Noted* 6254
Superhighway — Crosstown Expressway: Protesting of present route in southwest area *Ref* 7795
Superhighway—Dan Ryan (South Route):
  Mass transportation: Capital grant No. H-833, Project No. Ill.-UTG-4 (amendment No. 1) *Passed* 5991-93
Superhighway—Dwight D. Eisenhower (Congress Exp.):
  Bridge over So. Branch of Chicago River: agreement with State for maintenance *Passed* 8119-20
Superhighway—John F. Kennedy (Northwest Route):
  Mass transportation: Capital grant No. H-832 Project No. Ill.-UTG-2 (amendment No. 1) *Passed* 5990-91
Superhighway—Adlai E. Stevenson (Southwest Expwy.):
  Execution of agreement bet. City and State for use of vacant land at Ashland and Wabansia below Kennedy Expwy. *Passed* 6384-85
Superhighway Bonds (1947): Appropriation for 1970 *See* 49, 523 (*Note* 6638)
Superhighway Bonds (1952): Appropriation for 1970 *See* 49, 523 (*Note* 6638)
Superior Marking Equipment Co.: Covered bridge or passageway acceptance and bond *Noted* 5180
Superior St.:
  Building demolition 4846 W. *Passed* 5791
  Conduit at Fairbanks Ct. (350 ft. e.) [Northwestern University] *Ref* 8314
  Conduit (12 duct) and tunnel e. of Fairbanks Ct. [Northwestern University] *Passed* 5440
  Parking prohibited (specified hours): Halsted (20 ft. w. to 40 ft. w.—s. side) Eliminating Ordnce. *Passed* 7967
  Steam pipes and 4 duct conduit system s. of parkway to Lake Shore Dr. [Northwestern University] *Ref* 5874 *Passed* 5936 acceptance and bond *Noted* 6188
Superior St.:
  Tunnel at Fairbanks Ct. (350 ft. e.) [Northwestern University] *Ref* 8314
  Water-supply pipes: Kenton *Passed* 5924
Supplies, material, etc. for City departments [*listed under names of particular bureaus of or departments*]
Surf St.: Parking prohibited (all times): 416 W. (5 ft. e. and w. of driveway) *Ref* 5785 *Rejected* 6030
Swedish Covenant Hospital: License-fee exemption *Ref* 6464 *Passed* 6500
Swimming pools: New regulations governing private residential pools *Ref* 6239
Swinarski, (Ald.) Donald T.: Absence from Council meeting *Noted* 5318
Switch tracks [*listed under names of grantees and locations*]
System Auto Parks & Garages, Inc.:
  Parking site operation agreement:
    State St. (535 S.) *Ref* 7217 *Def* 7339
    Wacker Dr. (20 S.) *Ref* 7217 *Def* 7339 *Passed* 7419-40
Tag days:
  Chicago Federation of Aged and Adult Charities *Ref* 5319 *Passed* 5423
  Children's Benefit League of Chicago and Suburbs *Passed* 5851
  Salvation Army *Passed* 7926
  Student Health Organization of Chicago *Ref* 5970
  Veterans Poppy Day Assn. *Passed* 5423
**Tax levies:**
  [*Also listed under names of particular funds and Bonds and bond issues*]
  Corporate Purposes Fund: Tax-levy and collection for Public Building Comn., etc.: Gen. Assem. urged not to enact [S.B. 790] *Def* 5436 *Noted* 5557
  Increase for municipal recreation purposes: Gen. Assem. urged to enact [H.B. 2148] *Def* 5595 *Noted* 5717
  Tax-anticipation warrants (amendment): interest rate increased: Gen. Assem. urged to enact [H.B. 2383] *Def* 5521 *Noted* 5613
  Tax-levy for voting machines, etc.: Gen. Assem. urged to enact [S.B. 243] *Def* 5242
  For 1969:
    Chicago, City of: bonds (various) and interest reduction *Passed* 7759
    Education, Board of:
      Grant for financial aid (State Income Tax) *Passed* 5954-55
      Order, demand and direction (comc.) *Filed* 7758-59
      School Building Bonds (1952) request, demand and reduction of 1969 taxes *Passed* 7758-59
    Working Cash Fund Bonds ($20,000,000) *Pub. noted* 6188 *Filed* 6189
  For 1970:
    Corporate Purposes Fund:
      Mayor's approval *Noted* 7835
      Ordinance *Def* 7779 *Passed* 7806-34
    Direct annual tax on all taxable property for payment of annual rentals to Public Building Commission [Bd. of Ed.] *Passed* 6482-84 (*See* 6561)
    Education, Board of:
      Mayor's approval *Noted* 7840
      Ordinance *Def* 7780 *Passed* 7836-40
    Educational and Building Purposes for 1970 to 1976 incl. reduction in taxes (for Bd. of Junior College Dist. No. 508) *Passed* 7866-68
    Redevelopment bonds ($38,500,000) issuance Amendatory Ordnce. *Passed* 7792-93
  Tax-anticipation warrants:
    For 1969:
      City funds (various) issuance and sale *Passed* 5637-39, 5823-24, 6115-16, 6345-46, 6450-51 Amendatory Ordnce. *Def* 6217-18

- **Tax levies:**
  - **Tax-anticipation warrants:**
    - For 1970:
      - Building Purposes Fund issuance *Def* 7780 *Passed* 7840
      - City funds (various) issuance and sale *Def* 7779-80 *Passed* 7835-36
      - Education, Board of:
        - Free Textbook Purposes Fund issuance *Def* 7780-81 *Passed* 7841-42
        - School playground and recreational purposes Fund issuance *Def* 7780 *Passed* 7840
        - School purposes: order demand and direction (comc.) *Filed* 7798
      - Educational and building purposes (Bd. of Junior College District No. 508) *Passed* 7760-61
      - Educational Purposes fund issuance *Def* 7780 *Passed* 7840
- **Taxicab stands (establishments):**
  - Aberdeen (55 ft. n. of 35th and 50 ft. n.—w. curb) No. 258 Repealing Ordnce. *Ref* 5342 *Passed* 6321
  - Berwyn (Sheridan 30 ft. e. to 100 ft. e.—n. curb) No. 257 Repealing Ordnce. *Ref* 7985 *Passed* 8295
  - Front (115th 20 ft. n. to 20 ft. n.)—No. 213 Repealing Ordnce. *Ref* 7981 *Passed* 8295
  - Halsted St.: (60 ft. n. of Monroe to 100 ft. n.)—No. 456 *Passed* 5289-90
  - Lake Park (47th 20 ft. n. to 80 ft. n.—w. curb) No. 121 Repealing Ordnce. *Ref* 7980 *Passed* 8295
  - Lake Shore Dr.: (3950 N.) (bet. driveways)—No. 403 Repealing Ordnce. *Ref* 7984
  - Municipal Pier driveway w. end—No. 94 Repealing Ordnce. *Ref* 7983
  - Polk (20 ft. e. of s. Halsted to 80 ft. e.)—No. 458 *Ref* 6337 *Passed* 6409
  - Roosevelt Rd.: Halsted (85 ft. e. to 60 ft. e.)—No. 431 Repealing Ordnce. *Ref* 7783 *Passed* 7962
  - South Chicago (18 ft. to a point 10 ft. s. of driveway extending 20 ft. s.) (6717 S.)—No. 459 *Ref* 6339 *Passed* 6409
  - South Chicago (105 ft. s. of 67th to 80 ft. s.)—No. 460 *Ref* 6339 *Passed* 6409
  - Wacker Dr. (96 ft. w. of n. Dearborn to 40 ft. w.)—No. 457 *Ref* 6337 *Passed* 6408-09
  - 33rd (State 50 ft. w. to 65 ft. w.)—No. 330 Repealing Ordnce. *Ref* 7980 *Passed* 8295
  - 47th (Drexel 110 ft. e. to 57 ft. e.—n. curb) No. 328 Repealing Ordnce. *Ref* 7980
  - 54th (Lake Park 20 ft. w. to 100 ft. w.—n. curb)—No. 296 Repealing Ordnce. *Ref* 7980 *Passed* 8295
  - 61st (Rhodes 20 ft. e. to 80 ft. e.—n. side)—No. 413 Repealing Ordnce. *Ref* 7982 *Passed* 8295
  - 63rd (Lowe 104 ft. e. to 67 ft. e.)—No. 347 Repealing Ordnce. *Ref* 7982 *Passed* 8295
- Taxicabs:
  - Number of taxicab and livery vehicle licenses increased *Ref* 7391
  - Taxicab rates [Flash Cab Co.] *Ref* 6190 *Def* 6550 *Passed* 6628
- Taylor (Robert) Clinic Facilities: License-fee exemptions *Ref* 6046, 7788 (2) *Passed* 6072, 7913-14
- Taylor Settlement House: Art-show and street-fair permit *Passed* 5947
- Teleprompter Corp.: Community Antenna Television (granting of non-exclusive franchise) *Ref* 5623
- Teletype Corporation: Water-service connection—to serve premises on s. side of Touhy (Village of Niles) *Passed* 6512
- Television: Televising and recording of Council meetings *Noted* 5175, 5318
- Television Cable (Community Antenna Television Systems (*separate heading*)
- Tel-O-Tronics Industries, Inc.:
  - Leases:
    - Chicago Midway Airport Amendatory Ordnce. *Passed* 7769-70
- Tel-O-Tronics Industries, Inc.:
  - Leases:
    - Chicago-O'Hare International Airport Amendatory Ordnce. *Passed* 7769-70
    - Merrill C. Meigs Field Amendatory Ordnce. *Passed* 7769-70
- Temple Menorah: License-fee exemption *Ref* 6120 *Rejected* 6302
- Temple Sholom Co-Operative Nursery: License-fee exemption *Ref* 5546 *Passed* 5578
- Thirteen Hundred Thirty-five Astor Cooperative Building, Inc.: Vault *Ref* 5706 *Passed* 5858 acceptance and bond *Noted* 6188
- Thirteenth St.: Street vacation: Miller to Blue Island [Dept. of Urban Renewal et al.] Draft Ordnce. *Noted* 6036
- Thirty-eighth St.: Parking prohibited (all times): 2810 W. (35 ft. e. to 45 ft. w.—n. side) *Ref* 6414
- Thirty-fifth Street Bridge:
  - Agreements:
    - City and Continental Building Corp. for property changes and alterations in grade and approaches *Passed* 5416-17
    - City and Spiegel, Inc. for widening and change in elevation, etc. *Passed* 5417-18
    - Easement for construction of approaches, etc. (Western Transportation Co.) *Passed* 5222-23
  - Conversion and construction of superstructure: allocation of MFT funds increased *Passed* 6207-08 State approval *Noted* 6447
  - Plastic ducts under s. roadway deck over So. Branch of Chicago River (Illinois Bell Telephone Co.) *Passed* 5221-22
- Thirty-fifth Street Fixed Bridge: Water supply pipes Iron to Racine *Passed* 5579
- Thirty-first St.:
  - Parking prohibited (specified hours): Kedzie (200 ft. w—both sides) *Ref* 5283 *Passed* 5600
  - Pavement repairs bet. California and C&IW RR. (Project No. 504): MFT expenditure *Passed* 5507-08 State approval *Noted* 5620
- Thirty-one Fifty-nine W. 36th St. Bldg. Corp. and Zarco Industrial Finishes: Vacation of alley Draft Ordnce. *Noted* 5288
- Thirty-second St.: Paving—Keeler to Pulaski *Ref* 8311
- Thirty-seventh St.:
  - Leases:
    - 587 and 589 E. for Bd. of Health [C.H.A.] *Passed* 5573-75
    - 591 and 593 E. (for Dept. of Human Resources) [C.H.A.] *Passed* 5571-73
- Thirty-sixth Pl.:
  - Paving—Rockwell to California *Ref* 6233 *Passed* 6318
  - Water-supply pipes: California to Kedzie *Passed* 6211
- Thirty-sixth St.: Spec.-assess. foreclosures: 19 E. *Passed* 6287
- Thirty-third Pl.: Conduits: Rhodes [Lake Meadows Assos.] *Ref* 7980 *Passed* 8272
- Thirty-third St.:
  - Paving—Damen to Seeley *Ref* 5539 *Passed* 5678
  - Switch track Shields w. of [A. Epstein & Sons, Inc.] acceptance and bond *Noted* 5179-80
- Thome Av.: Parking prohibited (specified hours): Glenwood to alley w. (both sides) *Ref* 7976
- Thompson Farms Company: Switch tracks *Ref* 7784
- Thorndale Av.: Parking prohibited (all times): Clark (30 ft. w. to 50 ft. w.—s. side) *Passed* 6328
- Three Hundred Thirty-third Building Corporation: Water pipes *Ref* 7979 *Passed* 8273
- Throop St.:
  - Conduits for flasher-light signals over CB&Q RR. tracks *Ref* 6555 *Passed* 8268-70
  - Street vacation bet. Congress Pkwy. and Harrison [Dept. of Urban Renewal] Draft Ordnce. *Noted* 6461
- Through streets (*See* Traffic regulations)

Time Airlines, Inc.: Lease at Merrill C. Meigs Field: First amendment agreement *Passed* 5741-42
Time, Inc.: Elevated sidewalk acceptance and bond *Noted* 5467
Time-Life Broadcasting, Inc.: Franchise to operate community television, etc. *Ref* 5358 *Filed* 6016
Tokowitz, William: Lease to City *Passed* 5825
Torok, William A. for Union National Bank (Tr.): Zoning-reclassification request [28-G] *Ref* 6448
Torrence Av.:
  Channelization at 130th intersection: acquisition of property (MFT) *Passed* 6388-89 State approval *Noted* 6561, 7755
  Stairways: Belt Ry., C&WI RR., C&W Ry., Penn. RR. (e. side—subway etc.) [International Harvester Co.] *Ref* 8308
Touhy Av.:
  Carnival permit bet. Sheridan and Lake Michigan [Rogers Park Community Council] *Passed* 7787
  Parking prohibited (all times): California (232 ft. w. to 128 ft. w.—n. side) *Eliminated* 6025
  Quitclaim deed of property for opening portion of Touhy *Ref* 7983 *Passed* 8275-76
  Sidewalks: Albany to 100 ft. w. to 240 ft. w.; 425 ft. w. to 550 ft. w. (n. side) *Ref* 7757 *Passed* 8290
Town and Country Builders: Zoning-reclassification request [26-J] *Ref* 6255 *Def* 7220 *Passed* 7372
Traffic and Public Safety, Committee on:
  Appropriation for 1970 *See* 39, 443 (Note 6638)
  Membership assignments *Def* 5239 *Adopted* 5347
**Traffic regulations:**
  Blocking of streets by railroad trains, new regulations *Ref* 5287
  Left-turn prohibition:
    Austin (southbound lane into alley n. of Gunnison) *Ref* 6416
    Belmont and Broadway *Ref* 5869, 7801
  Lights, traffic (*See* Traffic-signal lights)
  Load limitations [*separate heading*]
  Loading zones [*separate heading*]
  One-way traffic [*separate heading*]
  Parking meters [*separate heading*]
  Parking prohibitions [*listed under locations*]
  Parking restrictions [*listed under locations*]
  Safety island and zones [*listed under locations*]
  Signs, traffic (*See separate heading,* Traffic signs)
  Speed limits [*listed under locations*]
  Stop and go lights (*See* Traffic-signal light)
  Through streets (established):
    Indiana (83rd to 91st) *Rejected* 7973
    Wilson (Elston to Kennedy Expwy.) *Ref* 6109 *Rejected* 7973
    Wood (59th to 67th) *Ref* 6228 *Rejected* 7973
    94th (Longwood Dr. to Western) *Ref* 6459 *Rejected* 7973
    101st (Halsted to State) *Rejected* 7973
  Traffic-control signals: (*See Traffic-signal lights*)
  "U" turn permitted: Kostner (7900 S.) *Rejected* 5281
**Traffic-signal lights:**
  (*See subheading* General *for miscellaneous data*)
  Addison St.: Clark *Passed* 5759
  Ainslie St.: Sheridan Rd. *Passed* 5759
  Archer Av.: LeClaire (intersection) *Ref* 7367
  Argyle St.: Sheridan Rd. *Passed* 5758
  Ashland Av.: Winnemac *Passed* 5759
  Belden Av.: Lincoln, Orchard (intersection-survey) *Ref* 5605
  Belmont Av.:
    Paulina *Passed* 6387
    Sayre (intersection) *Passed* 8124
  Bennett Av.: 76th *Ref* 7782
  Berteau Av.:; Pulaski Rd. *Passed* 6023, 6387
**Traffic-signal lights:**
  Broadway: Buena *Passed* 5759
  Calumet: 57th St. (survey) *Ref* 5698 *Rejected* 7974
  Cermak Rd.:
    Albany *Passed* 6282
    California *Passed* 6282
    Central Park *Passed* 6282
    Damen *Passed* 6282
    Federal *Ref* 6336 *Rejected* 7974
    Hamlin *Passed* 6282
    Jefferson (alongside 2141 S.) *Rejected* 5450
    Kedzie *Passed* 6282
    Keeler *Ref* 5870 *Passed* 6387
    Kostner *Passed* 6387
    Leavitt *Passed* 6282
    Washtenaw *Passed* 6282
    Wood *Passed* 6282
  Chicago Av.: Clark *Passed* 5759
  Cicero Av.:
    Berteau *Ref* 6336
    Warner *Ref* 6336
  Clark St.: Fullerton Pkwy. *Passed* 5847
  Constance Av.: 76th E. *Ref* 5537
  Cottage Grove Av.: South Chicago and 71st *Rejected* 7974
  Cumberland Av.: Foster *Ref* 5870
  Damen Av.: Jackson Boul. *Passed* 6000
  Dan Ryan Expwy.: 79th and Lafayette (s.w. ramp-intersection) *Ref* 6553
  Devon Av.:
    Kildare *Ref* 7978
    Lemont *Ref* 6336
  North Av.: Pulaski Rd. Amentatory Ordnce. *Passed* 6290
  Stony Island Av.: 93rd *Amended* 5508
  Street lighting and traffic signal pole painting (1969): allocation of funds *Passed* 5759-60 *State* approval *Noted* 5966
**Traffic signs:**
  (*See subheading* General *for miscellaneous data*)
  Aberdeen St.: 58th (n. and s.) *Rejected* 5281
  Albany Av.: School *Ref* 5870
  Alleys:
    Central (s. entrances to alley w.—Melrose to School) *Ref* 6229 *Rejected* 7974
    Clark (n.s. alley w.) Arlington Pl., Deming Pl., Wrightwood *Ref* 5942 *Rejected* 6333
    Clark (n.s. and e.w. alleys w.—Arlington Pl. to Deming Pl.) *Ref* 5942 *Rejected* 6333
    Clark (n.s. and e.w. alleys w.—Arlington Pl. to Fullerton) *Ref* 5942 *Rejected* 6333
    Clark (n.s. and e.w. alleys w.—Deming Pl. to Wrightwood) *Ref* 5942 *Rejected* 6333
    Cleveland to Mohawk (n.s. alley—entrances—Dickens to Webster *Ref* 7782
    Melrose St.: Ashland to Greenview (rear of 1500 block) *Ref* 5699
  Altgeld St.: Sayre *Ref* 7978
  Armour St.: Ohio *Ref* 6109
  Arthur Av.: Greenview *Ref* 6109 *Rejected* 7974
  Avenue H.: 10810 S. *Ref* 5284
  Avenue M:
    96th *Rejected* 5281
    114th (n.w. cor.) *Rejected* 5281
  Avenue N: 113th *Rejected* 5281
  Balmoral Av.:
    Bowmanville *Ref* 5870
    Hoyne *Ref* 5870
  Barry Av.:
    Leclaire (e. and w.) *Ref* 5537
    Wilton *Rejected* 5281
    919 W. *Rejected* 5281

**Traffic signs:**
- Belden Av.:
  - Commonwealth *Ref* 5786
  - Geneva Ter. *Ref* 7782
- Berteau Av.: Lockwood *Ref* 5786 *Rejected* 6333
- Birchwood Av.:
  - Washtenaw *Ref* 6034 *Rejected* 7974
  - Winchester *Ref* 6034
- Bishop St.: 62nd *Ref* 8306
- Bloomingdale Av.: Sayre *Ref* 6229
- Champlain Av.: 66th to 67th *Ref* 5699 *Rejected* 6031
- Chappel Av.:
  - 93rd *Rejected* 7974
  - 96th to 97th Pl. *Ref* 5699 *Rejected* 6031
- Charles St.: 104th *Rejected* 7974
- Clark St.:
  - Archer *Ref* 6336 *Rejected* 7974
  - 3950 N. *Ref* 7367
- Congress Pkwy.: Lavergne *Ref* 6228-29
- Cornelia Av.: Lawndale *Rejected* 5603
- Cregier Ave.:
  - East End, 85th Pl., 86th *Ref* 5452
  - 88th *Ref* 5699
- Dan Ryan Expwy.: Cermak Rd. *Ref* 6336 *Rejected* 7974
- Dante: Dorchester, 74th, 75th *Ref* 5452
- Dickens Av.: Tripp *Ref* 5942
- Diversey Av.: 3700 W. (rear) *Ref* 7218
- Dorchester Ave.:
  - Kenwood, 80th, 81st *Ref* 5452
  - 74th, 80th, 85th, 91st *Rejected* 5603
  - 76th to South Chicago *Ref* 5537 *Rejected* 5695
- Drexel Av.: 82nd *Ref* 6459
- Drummond Pl.:
  - Kildare *Ref* 7231
  - Kildare (n.e. corner) *Ref* 6034
- Early Av.: Wayne *Ref* 6034
- Eberhardt Av.: 131st *Rejected* 5603
- Eggleston Av.: 99th to 103rd *Ref* 8306
- Elizabeth St.:
  - 56th to 57th *Ref* 7801
  - 5600 S. (block) *Ref* 6336
- Ellis Av.: 131st *Rejected* 7974
- Erection of street cleaning signs in Model Cities areas *Ref* 7996
- Erie St.: 2330-40 W. ("No Parking" sign—removal) *Ref* 5604 *Rejected* 6031
- Evans Av.: 131st *Rejected* 7974
- Exchange Av.: 96th *Rejected* 7974
- Farwell Av.: Wayne *Ref* 6109, 7978
- Federal St.:
  - Cermak Rd. *Ref* 6336 *Rejected* 7974
  - 24th *Ref* 6336 *Rejected* 7974
- Ferdinand St.: Lockwood *Ref* 5786
- Forrestville Av.: 131st *Rejected* 5603
- Hayford St.: Springfield *Ref* 7978
- Geneva Ter.: Fullerton Pkwy. (intersections—survey) *Ref* 5699
- Genoa Av.: 97th *Ref* 5699
- George St.: Sayre *Ref* 6336 *Rejected* 7974
- Glenwood Av.: North Shore *Rejected* 6031
- Grace St.: Sacramento *Ref* 6109
- Granville Av.: Greenview *Rejected* 5450
- Green Bay Av.: 103rd *Ref* 5699 *Rejected* 6333
- Greenview Av.: Wrightwood *Ref* 5942
- Greenwood Av.: University, 91st, 92nd *Ref* 5452
- Hamilton Av.: 65th *Ref* 8306
- Hamlin Av.: Grace *Ref* 5870
- Hayford St.: Springfield *Ref* 7978
- Honore St.: Wellington *Ref* 6109 *Rejected* 7974

**Traffic signs:**
- Indiana Av.: 83rd to 91st *Ref* 6034
- Iowa St.: Wolcott *Ref* 5699 *Rejected* 6031
- Janssen Av.: 2200 N. (block e. and w.) *Ref* 6552 *Rejected* 7974
- Jeffery Boul.: 81st *Rejected* 7974
- Justine St.: 65th *Ref* 7978
- Karlov Av.: Lawrence *Ref* 6034
- Kenneth Av.: Wilson *Ref* 6034
- Kenton Av.: Wilson *Ref* 6034
- Kilbourn Av.: Wilson *Ref* 6034
- Kildare Av.: Thomas (survey) *Ref* 5942
- Kilpatrick Av.: Wilson *Ref* 6034
- Knox Av.: Wilson *Ref* 6034
- Kostner Av.:
  - Bryn Mawr *Ref* 6109
  - Rogers *Ref* 6109
  - Thorndale *Ref* 6109
  - Van Buren *Ref* 5942
  - Wilson *Ref* 6034
- Langley Av.: 90th *Ref* 8306
- Lavergne Av.: Palmer *Ref* 5942 *Rejected* 7974
- Leavitt St.:
  - 94th *Rejected* 6031, 7974
  - 100th *Rejected* 7974
- Leclaire Av.: Wrightwood *Ref* 8306
- LeMoyne St.:
  - Lockwood *Ref* 6034
  - Menard *Ref* 5786
  - Paulina *Rejected* 5281
- Lincoln Park West: Wisconsin *Ref* 5699 *Rejected* 6031
- Lockwood Av.:
  - Berteau *Rejected* 6031
  - Hirsch *Ref* 6229
- Long Av.:
  - Altgeld, Deming Pl., Drummond Pl., Schubert and Parker *Rejected* 5695
  - Roscoe *Ref* 5786 *Rejected* 7974
- Loomis Boul.:
  - 52nd to 53rd (w. side) *Ref* 7801
  - 53rd to 54th (e. side) *Ref* 7801
- Lotus Av.: Adams *Ref* 8306
- Lowell Av.: Wilson *Ref* 6034
- Marine Dr.: Margate Terr. (n. and s.—both sides) *Rejected* 5603
- Melrose Av.: 1500 Block—Ashland to Greenview *Rejected* 6031
- Morse Av.: 1425 W. *Ref* 7978
- Nashville Av.: 54th *Ref* 6034
- Newland Ave.:
  - Bloomingdale *Ref* 7782
  - Cortland *Ref* 7782
- Nordica Av.: Cornelia *Ref* 6229
- Oglesby Av.: 99th *Ref* 5340
- Oleander Av.: Roscoe *Ref* 5786
- Palmer St.: Lavergne *Ref* 5604 *Rejected* 7974
- Parnell Av.: 7915 S. *Ref* 5284
- Paulina St.: Estes *Ref* 5942
- Paxton Av.: 99th *Ref* 5340 *Rejected* 7974
- Peoria St.: Sangamon (near 107th Pl.) *Ref* 8306
- Perry Av.: 72nd *Rejected* 7974
- Pine Grove Av.: Diversey *Ref* 5605
- Pontiac Av.:
  - Byron (n. and s.—both sides) *Ref* 5786
  - Grace (n. and s.—both sides) *Ref* 5786
  - Waveland (n. and s.—both sides) *Ref* 5786
- Potawatomie Av.: Lawrence *Ref* 6552
- Prairie Av.: 119th *Ref* 6034
- Rhodes Av.: 131st *Rejected* 5603

**Traffic signs:**
Rockwell St.: 53rd (n. and s.) *Rejected* 5281
Roscoe St.: Lawndale *Ref* 5452, 7231
Sayre Av.:
  Bloomingdale *Ref* 7782
  Cortland *Ref* 7782
Schiller St.: 22nd ("No Parking" signs-removal (2)) *Ref* 5284 *Rejected* 5695
School St.:
  Odell *Rejected* 6031
  Whipple *Ref* 5869-70
Schubert Av.: Wayne (e. and w.—both sides) *Ref* 5605 *Rejected* 6333
Seminary Av.:
  Altgeld *Ref* 5605
  Wellington (intersection-survey) *Ref* 7801
Springfield Av.: Gladys *Ref* 6416
State St.: Cermak Rd. (e. and w.) *Ref* 6336 *Rejected* 7974
Stewart Av.: 70th *Rejected* 7974
Thorndale Av.:
  Kenmore *Ref* 6109 *Rejected* 7974
  Winthrop *Ref* 6109 *Rejected* 7974
University Av.: 52nd *Rejected* 5281
Wabansia Av.: Nordica *Ref* 6229
Waveland Av.: Lakewood *Rejected* 6031
Wellington Av.:
  Meade *Ref* 6229, 7978
  Melvina *Ref* 7978
Wilson Av.: Knox *Ref* 6229
Wolcott:
  Belmont *Ref* 5452
  49th *Rejected* 5281
Wolfram St.: Seminary (e. and w.) *Ref* 5537
Wood St.:
  60th *Ref* 6552
  62nd *Ref* 6552
  65th *Ref* 6552
Wrightwood Av.:
  Menard *Ref* 5604
  Seminary *Ref* 8306
28th St.:
  Karlov *Ref* 6459
  Keeler *Ref* 8306
31st St.: Kildare *Rejected* 5281
33rd St.: Leavitt *Ref* 6459
45th St.: Keeler *Ref* 5942
49th St.: Wolcott *Ref* 5942
51st St.: St. Louis *Rejected* 5603
52nd St.:
  Linder *Ref* 6416
  Luna *Ref* 6416
56th St.:
  Elizabeth *Ref* 7801
  Merrimac *Ref* 6109
58th St.:
  Aberdeen (e. and w.) *Rejected* 5281
  Springfield (e. and w.—both sides) *Ref* 5604 *Rejected* 6031
  Springfield *Ref* 7978
60th St.: Wood *Ref* 8306
61st St.: Wood *Ref* 6552
62nd St.: Wood *Ref* 8306
64th St.:
  Claremont *Ref* 6552
  Wood *Ref* 6552
65th St.: Carpenter *Ref* 6459
66th St.:
  Harvard *Ref* 6336
  Wood *Ref* 6552, 8306

**Traffic signs:**
68th St.: Langley *Ref* 5340
70th St.: Emerald *Ref* 5604
72nd St.: Yale *Ref* 6034
77th St.: Stewart *Rejected* 6333
80th St.: Union *Ref* 6034
81st St.: Dorchester *Ref* 5452
85th St.: Kenton *Ref* 7978
86th St.: East End *Rejected* 6333
89th St.: Clyde (e. and w.) *Ref* 5537, 7390
90th St.: Clyde *Ref* 6552
93rd St.: Burnside *Ref* 5284 *Rejected* 7974
100th St.: Leavitt S. *Ref* 5537
101st St.: Halsted to State *Ref* 6034
109th St.: Green *Ref* 8306
121st Pl.: Indiana *Ref* 6034
133rd St.:
  Avenue M (survey) *Ref* 6034 *Rejected* 6333
  330 E. (alongside school) *Ref* 6416 *Rejected* 7974
135th St.: Brandon *Rejected* 6031
Trankina, Frank A.: Zoning-reclassification request [9-0] *Ref* 5622 *Def* 6018 *Passed* 6168-69
Trans World Airlines, Inc.:
  Leases:
    Chicago Midway Airport *Amended* 5904-05
    Chicago-O'Hare International Airport *Passed* 5742-43
    Parking facilities and construction of runways with City *Def* 7934-39 *Passed* 8002-17
Transit Fund, City [*listed as* City Transit Fund]
Transportation, local (*See* Buses and subways *and other related subjects*)
Transportation (mass):
  Capital grant No. H-832, Project No. Ill.-UTB-2 (amendment No. 1): John F. Kennedy Expwy. *Passed* 5990-91
  Capital grant No. H-833, Project No. Ill.-UTG-4 (amendment No. 1): Dan Ryan Expwy. *Passed* 5991-93
  Capital grant No. H-928, Project No. Ill.-UTG-3 (amendment No. 1): improvements to CTA Clinton-Lake Station *Passed* 5993-94
  Englewood Rapid Transit Route (approval to amendment No. 1, Project No. Ill.-UTG-1) *Passed* 5989-90
  Grants and funds for deficits in operation and maintenance: Gen. Assem. memorialized to enact legislation *Adopted* 8266
  Jefferson Park terminal to Chgo.-O'Hare International Airport (application filed with U.S. Govt.) *Ref* 5318 *Passed* 5362-63
  Payment for City's share of cost for traffic study: allocation of MFT funds *Passed* 5847-48 *State* approval *Noted* 5967
  Urban Transportation Districts created in municipalities: Gen. Assem. urged to enact [H.B. 2550] *Def* 5521 *Noted* 5612
Transworld Exhibits, Inc.: Lease at Navy Pier *Def* 5931-33 *Passed* 6047-49
Trauma centers (establishment in hospitals) *Noted* 6338
Trees:
  Investigation of removal of diseased elm trees *Ref* 6043
  New regulations concerning trees on City property which have endangered or broken sewers, piping, etc. *Ref* 6340
  Private contractors for removal of dead elms *Ref* 6240-41
  Removal of dead limbs, boughs, etc. in systematic house to house campaign *Ref* 6239
Tripp Av.:
  Building demolition 1518 S. *Passed* 5343-44
  Parking restricted (specified hours): Belmont (50 ft. s. to 75 ft. s.—e. side) *Eliminated* 6027
Troch (R. W.) Oil Co.: Vacation of alley Draft Ordnce. *Noted* 5609-10 *Passed* 8280-81
Trossman, Sam, Harold, Norman and Marvin: Loading platform acceptance and bond *Noted* 5180

- Troy St.:
  - Building demolition 1227 S. *Passed* 6039
  - Water-supply pipes:
    - Cermak to 26th *Passed* 6211
    - 26th to 31st *Passed* 6084
- Truck Drivers, Oil Drivers and Filling Station Employees Union, Local No. 705: Street vacation Draft Ordnce. *Noted* 6461
- Truck, motor (*See* Motor vehicles)
- Trumbull Av.: Paving—103rd to 104th *Ref* 7997
- Trumbull Park Community Center Nursery: License-fee exemption *Ref* 5545 *Passed* 5578
- Tuberculosis, Mayor's Advisory Committee on [*listed as* Mayor's Advisory Committee on Tuberculosis]
- Tuberculosis Sanitarium, Chicago Municipal, (*See* Municipal Tuberculosis Sanitarium, Chicago)
- Tunnels and cribs (general) [*listed under particular names*]
- Turn indicators (arrows) [*listed* as Traffic-signal lights]
- Turtle Wax, Inc.:
  - Conduits and vault *Passed* 5248 acceptance and bond *Noted* 5620
  - Switch track *Passed* 5248 acceptance and bond *Noted* 5620
- Twentieth Pl.: Street vacation bet. Jefferson and alley e. [Joann Western Mills Co. and Wendnagel & Co., Inc.] *Passed* 6402-03
- Twenty-eighth St.: Water-supply pipes; Troy *Passed* 8127
- Twenty-fifth Pl.:
  - Carnival or street-fair permit bet. Wentworth and Princeton [St. Mary Incoronata School] *Passed* 5943
  - Parking prohibited (all times): Rockwell (163 ft. w. to 57 ft. w.—s. side) Eliminating Ordnce. *Passed* 7965
- Twenty-first Pl.:
  - Parking prohibited (all times): Albany (55 ft. e. to 50 e.—n. side) Eliminating Ordnce. *Passed* 7965
  - Pipes connecting 1340 W. and 1339 W. [H. Kramer & Co.] Repealing Ordnce. *Ref* 6478 *Passed* 7225
  - Street vacation bet. Throop and alley e. of Loomis [H. Kramer and Co.] *Passed* 5861
- Twenty-first St.:
  - Conduits for flasher-light signals over CB&Q RR. tracks *Ref* 6555 *Passed* 8268-70
  - Street vacation bet. Jefferson and Ruble [Joann Western Mills Co. and Wendnagel & Co., Inc] *Passed* 6402-03
- Twenty-fourth Pl.: Switch track w. of Western [Sleepmakers Inc.] *Passed* 5247-48 acceptance and bond *Noted* 5620
- Twenty-fourth St.: Building demolition 4016 W. (fire-gutted) *Passed* 5873
- Twenty-second Pl.:
  - Building demolition 2861 W. *Passed* 5703
  - Vacations of streets: Halsted (568.75 ft. w.) [CB&Q RR. Co. et al.] Draft Ordnce. *Noted* 5341
  - Water supply pipes: Damen to Leavitt *Passed* 5850
- Twenty-second St. (*See also* Cermak Rd.)
- Twenty-sixth St.: Leases 235 W. for First Ward office [Michael Damico] *Passed* 5912
- Twenty-third Pl.:
  - Water-supply pipes:
    - Hoyne to Leavitt *Passed* 6085
    - Leavitt to Oakley *Passed* 5924
    - Oakley to Western *Passed* 6004
- Twenty-third St.:
  - Parking prohibited (all times): 1807 W. *Ref* 5696 *Rejected* 6030
  - Spec.-assess. foreclosures: 242 W. *Passed* 6383-84
  - Vacation of street: Halsted (568.75 ft. w.) [CB&Q RR. Co. et al.] Draft Ordnce. *Noted* 5341
- Twenty-three Hundred Indiana Building Corporation: Covered bridge *Ref* 7980 *Passed* 8273-74
- Tyminski, John W:. Zoning-reclassification request[9-1] *Ref* 5183 *Def* 5663 *Passed* 5801
- Tyskling, Anne: Death memorial *Adopted* 5285
- Uhlich Evangelical Lutheran Orphan Asylum: Steam Pipes *Ref* 6555 *Passed* 7223
- U.T.S.E.A. Center, Inc.: Lease to City *Passed* 5995
- Union Av.:
  - Building demolition 5842 S. *Passed* 6233-34
  - Channelization at 18th 1965-3 (Project No. 554) allocation of MFT funds *Passed* 5763-64 State approval *Noted* 5967
  - Paving—99th to 101st *Ref* 7796 *Passed* 8294
  - Property sale at 66th [Bd. of Ed.] *Ref* 6055 *Passed* 6285
  - Vault at 509 N. [Salvation Army] *Ref* 6040 *Passed* 6099 acceptance and bond *Noted* 6359
- Union National Bank:
  - Depositary of City/school funds *Passed* 7294
  - Depository for Model City Program Fund *Passed* 6193
- Union 76 Div. of Union Oil Co. of California:
  - Zoning-reclassification requests:
    - 16-J *Ref* 5731 *Def* 6020 *Rejected* 6181
    - 17-H *Ref* 5969 *Def* 6304 *Passed* 6432
- United Air Lines, Inc.:
  - Lease agreements:
    - Fuel storage tanks Amendatory Ordnce. *Passed* 8094-95
    - Parking facilities with City and construction of runways *Def* 7934-39 *Passed* 8002-17
    - Space (basement) at Chgo.-O'Hare International Airport *Passed* 6066
- United Church of Rogers Park: Water-rate exemption *Passed* 7298
- United of America Bank:
  - Depositary of City/school funds *Passed* 7294
  - Depository for Model City Program Fund *Passed* 6193
- United Service Organizations, Inc.: Lease at Chgo.-O'Hare International Airport *Passed* 6201-02
- United States Congress (*See* United States Government)
- **United States Government:**
  - Air traffic control tower: Lease (Chgo-O'Hare) *Amended* 7900-01
  - Airways Facilities Sector. at Chgo.-O'Hare *Amended* 7902.
  - Chicago O'Hare International Airport: Agency agreement with City and State (Project No. 9-11-012-C919) *Passed* 5567-68
  - Civil Aeronautics Administration [*See also* Federal Aviation Agency]
  - Commerce, Department of: Mid-Chicago Economic Development Study: acceptance of grant (No. 06-6-09128 Phase III *Passed* 6194-95
  - Congress memorialized to enact:
    - Carswell, (Judge) Harold: Deny confirmation of appointment to Supreme Court *Ref* 8308
    - Gun Control legislation *Adopted* 8265
    - Haynsworth, (Judge) Clement Jr.: Deny confirmation of appointment to Supreme Court *Ref* 6338 *Def* 6396
    - Mass transportation: grants and funds for deficits in operation and maintenance *Adopted* 8266
    - Nutrition and Human Needs: Continuance of select committee on *Ref* 6339
    - Security Act (1950): Repeal *Ref* 7985 *Adopted* 8265-66
    - Viet Nam: Withdrawal of armed forces *Noted* 5471-72
    - Voting age lowered to 18 *Def* 8308
    - Weapons: prohibition of manufacture, sales, purchase, etc. *Ref* 5607
  - Congress urged to enact:
    - Air pollution control (H.R. 14484) *Ref* 7368, 7803
  - Defense, Department of: Nike missile sites removed from lakefront, etc. *Ref* 6339
  - Democratic National Convention: Cease prosecutions, etc. arising out of 1968 convention *Ref* 5701
  - Economic Development Administration: Chicago City College: site designation for an adult vocational educational facility *Ref* 6251

**United States Government:**
- Federal Aviation Administration:
  - Chicago Midway Airport: Installation of emergency stand-by power for Runway 13R-31L together with taxiway lights, etc.; execution of agreement (Project No. 9-11-016-7012) *Passed* 7257-58
  - Chicago-O'Hare International Airport: Occupancy of control tower; amendment *Passed* 5635-37
  - Meigs (Merrill C.) Field: Installation of taxiway lights and paving for plane parking areas (Project No. 9-11-002-7009) *Passed* 7275
- Federal Aviation Agency [*See also* Civil Aeronautics Administration]
  - Chicago Midway Airport:
    - Rental of space for airway facilities sector *Passed* 5894
    - Traffic-control tower: execution of lease agreement *Passed* 5894-5901
  - Chicago-O'Hare International Airport:
    - Application with U.S. General Service Administration to request transfer of title to certain real estate *Ref* 6251 *Passed* 6486-92
    - Grant for installation of emergency power source and for overlay of Runway 14L32R *Passed* 5955-62
    - Taxiway system serving runways 14L-32R and 9L-27R *Passed* 5371-79
- Federal Housing and Home Finance Agency: (*See also* Housing and Urban Development, Dept. of)
- Health, Education and Welfare, Dept. of:
  - Appropriation of funds for pilot program for development of project for treatment and rehabilitation of alcoholics *Adopted* 6337-38
  - Community Renewal Program: Filing application to authorize amended grant under title I of Housing Act 1949 for financing and preparation *Ref* 5563 *Passed* 5630-31
  - Sensory depravation and alcoholic field dependence: acceptance of grant for financing research study *Ref* 5562 *Passed* 5631
- Housing and Urban Development, Department of: (*See also* Federal Housing and Home Finance Agency)
  - Award of project notes in First and Second Series 1970 *Passed* 7762
  - Award of project notes in Fourth Series 1970 *Passed* 7762-63
  - Code Enforcement Grant Contract No. Ill. E-1 (G) (Housing Act of 1949-Sec. 117): Filing of amendatory contract *Ref* 5563 *Passed* 5629-30
  - Code Enforcement Project No. Ill. E-1 (G): Execution of Second Amendatory Contract *Ref* 5962-63 *Passed* 6194
  - Filing of application for three (3) Advance Planning Grants *Ref* 6186 *Passed* 6363-65
  - Fire stations (seven sites): execution and filing of application for grants to aid financing *Passed* 7870-71
  - Model Cities program:
    - Comprehensive demonstration program: Authorize acceptance of grant agreement $38,159,000) *Ref* 5726 *Passed* 5813-20
    - Comprehensive plan: Concentrated effort to provide service covering all governmental, social, industrial and private agencies approval of submsision to U.S. Govt. *Ref* 5315 *Def* 5335-36 *Passed* 5458-59 *Amended* 5812-13 Amendatory Ordnce. *Def* 7948-58 *Passed* 8318-27
  - Neighborhood Development Program: Filing of application (No. 70-DUR-18) *Ref* 7849 *Amended* 8296-97
  - Project notes: payment of placement fee to purchaser *Passed* 7761-62
  - Redevelopment projects:
    - Central-Englewood (Ill. R-47):
      - Execution of Second Amendatory Contract Amending Loan and Capital Grant with City (No. 69-DUR-83) *Ref* 5963 *Passed* 6321-23

**United States Government:**
- Housing and Urban Redevelopment, Dept. of:
  - Redevelopment projects:
    - Central-Englewood (Ill. R-47):
      - Loan notes (temporary) issuance Amendatory Ordnce. *Passed* 5191-94
      - Loan and Capital Grant Contract approved to include neighborhood programs Amendatory contract *Passed* 5188-91
    - Central-West:
      - Approval of determination of area and property acquired for redevelopment (No. 68-DUR-172) Amendatory Ordnce. *Passed* 6554-55
      - Land disposition plan: Approval *Ref* 6560
    - Congress-Racine (Ill. R-52):
      - Loan and Capital Grant Contract approved to include neighborhood programs Amendatory contract *Passed* 5188-91
      - Loan notes (temporary) issuance Amendatory Ordnce. *Passed* 5191-94
    - Garfield-LaSalle (Ill. R-76):
      - Loan and Capital Grant Contract approved to include neighborhood programs Amendatory contract *Passed* 5188-91
      - Loan notes (temporary) issuance Amendatory Ordnce. *Passed* 5191-94
    - Lincoln Park (Ill. R-50):
      - Loan and Capital Grant Contract approved to include neighborhood programs Amendatory contract *Passed* 5188-91
      - Loan notes (temporary) issuance Amendatory Ordnce. *Passed* 5191-94
      - Loan notes (temporary) low-bid acceptance of waiver *Passed* 6481-82
    - Madison-Kedzie: Plan and feasibility of relocation: Approval (No. 69-DUR-130) *Ref* 6252 *Passed* 6593-95
    - Near West Side (Ill. R-12):
      - Approval Amendment No. 2 *Ref* 5963 *Def* 6410-11 *Passed* 6469-70 *Journal correction* 6473
      - Loan and Capital Grant Contract approved to include neighborhood programs Amendatory contract *Passed* 5188-91
      - Loan notes (temporary) issuance Amendatory Ordnce. *Passed* 5191-94
    - Neighborhood Development Program Master and Funding Agreements: approval (No. 69-DUR-52) *Passed* 5273-75
    - Noble-Division:
      - Loan and Capital Grant Contract approved to include neighborhood programs Amendatory contract *Passed* 5188-91
      - Loan notes (temporary) issuance Amendatory Ordnce. *Passed* 5191-94
      - Sale of certain land approval (No. 69-DUR-57) *Ref* 5319 *Passed* 5532-33
    - North-LaSalle (Ill. R-3):
      - Loan and Capital Grant Contract approved to include neighborhood programs Amendatory contract *Passed* 5188-91
      - Loan notes (temporary) issuance Amendatory Ordnce. *Passed* 5191-94
    - Open-Space Land (Ill. B-29): Execution of Grant Application *Passed* 8082-83
    - Pershing-Cottage Grove (Ill. R-43):
      - Loan and Capital Grant Contract approved to include neighborhood programs Amendatory contract *Passed* 5188-91
      - Loan notes (temporary) issuance Amendatory Ordnce. *Passed* 5191-94
    - Projects Ill. R-6C (LG):
      - Preliminary loan notes: lowest acceptable bids as amended and acceptance of waiver by U.S. Govt. *Passed* 5194-95, 6481-82

**United States Government:**
- Housing and Urban Redevelopment, Dept. of:
  - Redevelopment projects:
    - Projects Ill. R-6C (LG):
      - Loan and Capital Grant Contract approved to include neighborhood programs Amendatory contract *Passed* 5188-91
      - Loan notes (temporary) issuance Amendatory Ordnce. *Passed* 5191-94
      - Loan notes (temporary) low-bid acceptance *Passed* 6265-66
    - Southeast Englewood (Ill. R-31):
      - Loan and Capital Grant Contract approved to include neighborhood programs Amendatory contract *Passed* 5188-91
      - Loan notes (temporary) issuance Amendatory Ordnce. *Passed* 5191-94
    - Washington-Hermitage (Ill. R-16):
      - Loan and Capital Grant Contract approved to include neighborhood programs Amendatory contract *Passed* 5188-91
      - Loan notes (temporary) issuance Amendatory Ordnce. *Passed* 5191-94
    - 25th-South Parkway (Ill. R-37):
      - Loan and Capital Grant Contract approved to include neighborhood programs Amendatory contract *passed* 5188-91
      - Loan notes (temporary) issuance Amendatory Ordnce. *Passed* 5191-94
      - Loan notes (temporary) low-bid acceptance *Passed* 5989
    - 37th-Cottage Grove (Ill. R-9):
      - Loan and Capital Grant Contract approved to include neighborhood programs Amendatory contract *Passed* 5188-91
      - Loan notes (temporary) issuance Amendatory Ordnce. *Passed* 5191-94
      - Project notes (bids) ratified *Passed* 8083
    - 69th-South Chicago: Plan and feasibility of relocation for Neighborhood Program (No. 69-DUR-56) *Ref* 5319 *Passed* 5530-32
    - 79th-Normal (Ill. R-75):
      - Loan and Capital Grant Contract approved to include neighborhood programs Amendatory contract *Passed* 5188-91
      - Loan notes (temporary) issuance Amendatory Ordnce *Passed* 5191-94
  - Urban Beautification: Filing of application for grant *Passed* 5734-35
  - Urban Beautification and Improvement Contract No. Ill. B-20 execution of contract for grant with City *Def* 5237-38 *Passed* 5351-52
  - Workable Program for Community Improvement by City (1968) annual recertification *Ref* 5466 *Def* 5584-85 *Approved* 5709
- Interior, Department of: Water supply and pollution control demonstration project (application for grant) *Passed* 5735
- Justice, Department of: Chicago's Alcoholic Treatment Center: Acceptance of grant *Ref* 5808 *Passed* 5886-87
- Office of Technical Assistance: Mid-Chicago Economic Development Study: Grant to conduct study related to programs regarding feasibility for manufacture of synthetic carpeting, etc. *Ref* 5962 *Passed* 6195
- Post Office Building relocation at Chgo.-O'Hare International Airport *Ref* 5726 *Passed* 5889-91
- Transportation, Department of:
  - Englewood Rapid Transit Route (approval to amendment No. 1, Project No. Ill.-UTG-1) *Passed* 5989-90
  - Jefferson Park terminal to Chgo.-O'Hare International Airport (low cost public transportation); application filed *Ref* 5318 *Passed* 5362-63
  - Public transportation from Jefferson Park Terminal to Chgo.-O'Hare International Airport *Ref* 6443-44 *Passed* 6481

Viet Nam War: Congress memorialized to reduce American involvement in war, etc. *Ref* 5292

United Wire Craft, Inc. (Universal Deliveries, Inc.): Vacation of alley Draft Ordnce. *Noted* 5610-11

Universal Deliveries, Inc. (United Wire Draft, Inc.): Vacation of alley Draft Ordnce. *Noted* 5610-11

University Av.:
- Street closing: 64th to 65th [James Wadsworth Upper Grade Center School] *Ref* 8308
- Street vacation: bet. 60th and 61st [Dept. of Urban Renewal (Project 60th-Cottage Grove)] Draft Ordnce. *Noted* 7980

University of Chicago:
- Conduits *Ref* 7980 *Passed* 8274
- Telephone duct, etc. acceptance and bond *Noted* 5180
- Tunnels: Ellis Av. s. of 57th acceptance and bond *Noted* 5180
- Vacation of alley Draft Ordnce. *Noted* 5700 *Passed* 8288
- Vault with access gates at 58th (vacated) acceptance and bond *Noted* 5320

University of Illinois:
- Chicago Circle Campus: Easements for pedestrian bridge crossings in Harrison and Morgan Sts. *Ref* 5726-27 *Passed* 5858-59
- Research and Educational Hospitals: act creating hospitals operated by University, etc. amended [S.B. 693] Gen. Assem. urged not to enact *Def* 5436 *Re-ref* 5557
- Vacation of alley: Ashland, Marshfield, Polk, Taylor Draft Ordnce. *Noted* 6461

Upper Avenue National Bank:
- Depositary of City/school funds *Passed* 7294
- Depository for Model City Program Fund *Passed* 6193

Uptown Chamber of Commerce: Carnival permit *Passed* 7787

Uptown Conservation Community Council: Appointments of members (13) *Filed* 5177

Uptown Lutheran Day Care Center: License-fee exemption *Ref* 5346 *Passed* 5409

Urban Opportunity, Committee on: Establishment of investigating committee to review procedures, etc. *Ref* 7804

**Urban Renewal, Department of:**
- Annual report *Noted* 6478
- Appropriation for 1970 *See* 19, 91-93 (Note 6638)
- Code Enforcement Grant Contract No. Ill. E-1 (G):
  - Execution of Second Amendatory Contract *Ref* 5962-63 *Passed* 6194
  - Housing Act of 1949-Sec. 117: Filing of amendatory contract *Ref* 5563 *Passed* 5629-30
- Community Renewal Program: Filing application to authorize amended grant under title I of Housing Act 1949 for financing and preparation *Ref* 5563 *Passed* 5630-31
- Demolition programs [*separate headings*]
- Redevelopment projects:
  - Central-Englewood (Ill. R-47):
    - Alley openings: Alley (n.s. 14 ft.) n. of 62nd, vac. of n. terminus *Passed* 5671-73
    - Execution of Second Amendatory Contract Amending Loan and Capital Grant (No. 69-DUR-83) *Ref* 5963 *Passed* 6321-23
    - Loan and Capital Grant Contract approved to include neighborhood programs Amendatory contract *Passed* 5188-91
    - Loan notes (temporary) issuance Amendatory Ordnce. *Passed* 5191-94
    - Property sale: Halpern, Fred L. (69-DUR-90) *Ref* 5963 *Passed* 6325
    - Sale of certain land: approval (No. 69-DUR-90) *Ref* 5963 *Passed* 6325
    - Street openings:
      - Peoria Dr.: Halsted to 42nd n. of 65th *Passed* 5253-56
      - 63rd Pkwy.: 61st Pl. to 63rd at Morgan *Passed* 5253-56
    - Vacation of alleys:
      - Peoria, Sangamon, 61st, 62nd *Passed* 5671-73
      - Sangamon, 62nd, 63rd Prkwy. *Passed* 5671-73

**Urban Renewal, Department of:**
- Redevelopment projects:
  - Central-Englewood (Ill. R-47):
    - Vacation of streets: Peoria, s. of Sangamo n at intersection with 63rd Prkwy. *Passed* 5671-73
    - Zoning reclassification [14-F] *Ref* 7992
    - Zoning reclassification [16-F] *Ref* 7992
  - Central-West:
    - Approval of determination of area and property acquired for redevelopment (No. 68-DUR-172) Amendatory Ordnce. *Passed* 6554-55
    - Approval of plan and feasibility of relocation for Neighborhood Development Program (No. 69-DUR-68) *Ref* 5563 *Passed* 5682-84
  - Congress-Racine (Ill. R-52):
    - Loan and Capital Grant Contract approved to include neighborhood programs Amendatory contract *Passed* 5188-91
    - Loan notes (temporary) issuance Amendatory Ordnce. *Passed* 5191-94
    - Transfer of fire station at 1459 W. Harrison *Passed* 5837-39
    - Vacation of alley: Congress Pkwy., Harrison, Racine, Throop Draft Ordnce. *Noted* 6461
    - Vacation of street: Throop: Congress Pkwy. to Harrison Draft Ordnce. *Noted* 6461
  - Douglas-Lawndale: Execution to obtain FHA insured loan for rehabilitation of certain properties *Passed* 5727-28
  - Englewood Conservation Plan: Approval of Addendum *Ref* 6560
  - Evergreen-Sedgwick:
    - Approval of determination of area and property acquired for redevelopment *Ref* 7217
    - Plan and feasibility of relocation *Ref* 7217
  - Garfield-LaSalle (Ill. R-76):
    - Loan and Capital Grant Contract approved to include neighborhood programs Amendatory contract *Passed* 5188-91
    - Loan notes (temporary) issuance Amendatory Ordnce. *Passed* 5191-94
  - Hyde Park-Kenwood (Ill. R-1):
    - Amendment No. 7 approval *Ref* 7793
    - Plan approval for Amendment No. 6 (No. 69-DUR-70) *Ref* 5563 *Passed* 5684-85
    - Property sale:
      - Chicago Park District (No. 69-DUR-72) *Ref* 5563 *Passed* 5690
      - Hyde Park Federal Saving and Loan Association (No. 70-DUR-19) *Ref* 7849 *Def* 8302-03
    - Sale of certain land approval (No. 69-DUR-72) *Ref* 5563 *Passed* 5690
    - Sale of certain land approval (No. 70-DUR-19) *Ref* 7849 *Def* 8302-03
    - Vacation of alleys:
      - Cornell, 55th, 56th, IC RR R/W Draft Ordnce. *Noted* 6460
      - Kenwood, Kimbark, 56th, 57th Draft Ordnce. *Noted* 6230-31 *Passed* 8289
  - Lawndale Conservation Plan: Revised Conservation Plan: approval *Ref* 7793
  - Lincoln Park (Ill. R-50):
    - Addendum to general neighborhood renewal plan:
      - Approval (No. 69-DUR-129) *Ref* 6252 *Def* 6411 *Passed* 6470
    - Alley opening: Ogden bet. Cleveland and Sedgwick n.w. of and adjacent to Draft Ordnce. *Noted* 7233
    - Approval sale of certain land (No. 69-DUR-47) *Def* 5275 *Passed* 5352
    - Larrabee Court Associates (Parcel 16-North, 16-A, 16-South) (No. 69-DUR-47) *Def* 5275 *Passed* 5352
    - Loan and Capital Grant Contract approved to include neighborhood programs Amendatory contract *Passed* 5188-91

**Urban Renewal, Department of:**
- Redevelopment projects:
  - Lincoln Park (Ill. R-50):
    - Loan notes (temporary) issuance Amendatory Ordnce. *Passed* 5191-94
    - Property sale:
      - Anderson, Ralph (Parcel 42-R—C) (No. 69-DUR-47) *Def* 5275 *Passed* 5352
      - Davis, Robert E. (No. 68-DUR-96) *Ref* 6252 *Def* 6413 *Passed* 6471-72
      - Ecumenical Religious Facilities Corp. (No. 69-DUR-92) *Ref* 5963 *Passed* 6325-26
      - Harris, Patricia A. (No. 68-DUR-96) *Ref* 6252 *Def* 6413 *Passed* 6471-72
      - Mueller, Hildamary Evans (No. 68-DUR-96) *Ref* 6252 *Def* 6413 *Passed* 6471-72
      - Rapien, Jean J. (No. 68-DUR-96) *Ref* 6252 *Def* 6413 *Passed* 64-71-72
      - Roman, Stephen and Katherine (No. 68-DUR-96) *Ref* 6252 *Def* 6413 *Passed* 6471-72
      - Zari, Leo J. (Parcel 42A-R-C) (No. 69-DUR-47) *Def* 5275 *Passed* 5352
    - Sale of certain land: approval (No. 68-DUR-96) *Ref* 6252 *Def* 6413 *Passed* 6471-72
    - Sale of certain land: approval (No. 69-DUR-92) *Ref* 5963 *Passed* 6325-26
    - Sale of certain parcels of land approval *Ref* 7217
    - Sale of certain parcels of land approval (Hartford Construction Co.) *Ref* 7849
    - Sale of certain parcels of land approval (George Solitt Construction Co.) *Ref* 7849
    - Sale of certain parcels of land approval (W.G.M. Associates) *Ref* 7849
    - Street closings:
      - Cleveland: Eugenie intersection with Ogden Draft Ordnce. *Noted* 5344 *Passed* 8278-80
      - Eugenie bet. Cleveland and St. Michaels Ct. [Redemptorist Fathers] Draft Ordnce. *Noted* 5344 *Passed* 8278-80
      - Hudson: Eugenie to St. Michaels Ct. Draft Ordnce. *Noted* 5344 *Passed* 8278-80
      - Menomonee: Cleveland to Sedgwick Draft Ordnce. *Noted* 7233
      - Ogden: Cleveland to Sedgwick Draft Ordnce. *Noted* 7233
      - Ogden: Lincoln to Wisconsin Draft Ordnce *Noted* 5344 *Passed* 6102-05, 6315-16
      - St. Michaels Ct.: Cleveland to Sedgwick Draft Ordnce. *Noted* 7233
    - Street openings:
      - Fern Ct.: Menomonee to Willow Draft Ordnce. *Noted* 7233
      - North: LaSalle to Wells Draft Ordnce. *Noted* 6239
      - North: Wells to Vine Draft Ordnce. *Noted* 6239
      - Ogden: St. Michaels Ct. to Sedgwick (n.w. of) Draft Ordnce. *Noted* 7233
      - Willow: Fern Ct. to St. Michaels Ct. Draft Ordnce. *Noted* 7233
    - Vacations of alleys:
      - Armitage, Cleveland, Lincoln Draft Ordnce. *Noted* 5793
      - Armitage, Howe, Larrabee, Willow Draft Ordnce. *Noted* 5793
  - Lincoln Park I (Ill. R-50):
    - Vacations of alleys:
      - Burling, Dickens, Larrabee, Webster Draft Ordnce. *Noted* 5948
      - Cleveland, Menomonee, Mohawk, Wisconsin *Passed* 8276-77
      - Eugenie, Hudson, North, Sedgwick *Passed* 5529-30
      - Larrabee, North, Ogden, Vine Draft Ordnce. *Noted* 5948
      - Meyer, Mohawk, North, Ogden *Passed* 7225-26
      - Ogden, Lincoln, Sedgwick, Wisconsin Draft Ordnce. *Noted* 5344 *Passed* 6102-05

**Urban Renewal, Department of:**
- Redevelopment projects:
  - Lincoln Park I (Ill. R-50):
    - Vacations of streets:
      - Hudson: Ogden to Willow Draft Ordnce. *Noted* 7233
      - Menomonee: Ogden to Sedgwick Draft Ordnce. *Noted* 7233
      - Ogden: Cleveland to Sedgwick Draft Ordnce. *Noted* 7233
      - Ogden: Mohawk and line s. of Eugenie *Passed* 7225-26
      - Orchard St.: Dickens bet. Webster Draft Ordnce. *Noted* 5948
      - Pearl Court: Dickens and Webster Draft Ordnce. *Noted* 5948
      - St. Michaels Ct.: Menomonee to Ogden Draft Ordnce. *Noted* 7233
      - Shakespeare Av.: Larrabee and Orchard Draft Ordnce. *Noted* 5948
    - Zoning-reclassification [5-F] *Ref* 6187
  - Lincoln Park II (Ill. R-123):
    - Property sale:
      - DePaul University Parcels 1-1, 1-2, 1-3 (No. 69-DUR-48) *Passed* 5271-72
      - DePaul University (Parcel 1-1, 1-2 and 1-3), (No. 69-DUR-61) Amendatory Ordnce *Passed* 5533
    - Sale and disposition of land: approval of plan (No. 69-DUR-48) *Passed* 5271-72
    - Vacations of alleys:
      - Belden, Fullerton, Racine, Seminary (e. of Clinton) *Passed* 5670-71
      - Belden, Fullerton, Racine, Seminary (w. of Clinton) *Passed* 5670-71
  - Madison-Canal:
    - Property acquisition: judgment awards (4-Parcels) *Passed* 6209-10
    - Property acquisition for redevelopment (Parcels MC-1-16): approval *Passed* 6209
    - Property sale: Madison-Canal Development Company Parcels 1 to 5 incl. (No. 69-DUR-49) *Passed* 5272-73 (*Journal corrected*) 5318
    - Sale and disposition of land: approval of plan (No. 69-DUR-49) *Passed* 5272-73 (*Journal corrected*) 5318
  - Madison-Kedzie:
    - Plans and feasibility of relocation: Approval (No. 69-DUR-130) *Ref* 6252 *Passed* 6593-95
    - Property acquisition for redevelopment of area: approval *Passed* 6208-09
    - Vacation of alley: Kedzie, Madison, Monroe, Spaulding Draft Ordnce. *Noted* 83-12-13
  - Near West Side (Ill. R-12):
    - Approval Amendment No. 2 *Ref* 5963 *Def* 6410-11 *Passed* 6469-70 *Journal correction* 6473
    - Loan and Capital Grant Contract approved to include neighborhood programs Amendatory contract *Passed* 5188-91
    - Loan notes (temporary) issuance Amendatory Ordnce. *Passed* 5191-94
    - Street closing: Polk w. of Loomis *Passed* 5257-58
    - Street opening: Polk n. of Loomis *Passed* 5257-58
    - Vacations of alleys:
      - Ashland Blvd., Garibaldi Pl., Polk, Taylor *Passed* 5938-39
      - Garibaldi Pl., Laflin, Polk, Taylor *Passed* 5938-39
  - Neighborhood Development Program Master and Funding Agreements: approval (No. 69-DUR-52) *Passed* 5273-75
  - Neighborhood Development Program No. Ill. A-1 (LG):
    - Application filed (No. 70-DUR-18) *Ref* 7849 *as Amended* 8296-97
    - Austin: Area bounded by Huron on the North; Central on the East; Lake on the South; Waller on the West *Passed* 5274

**Urban Renewal, Department of:**
- Redevelopment projects:
  - Neighborhood Development Program No. Ill. A-1 (LG):
    - Central West: Area bounded by Madison on the North; Racine on the East; Eisenhower Expy. on the South; Western, Campbell on the West *Passed* 5274
    - Chicago-Orleans: Area bounded by Division on the North; LaSalle on the East; Chicago on the South; Sedgwick on the West *Passed* 5274
    - Clybourn-Ogden: Area bounded by North on the North; Ogden on the East; Division on the South; North br. Chgo. River on the West *Passed* 5274
    - East Garfield: Area bounded by Warren on the North; Kedzie on the East; Jackson Boul. alley south of Madison on the South; Spaulding, Homan on the West *Passed* 5174
    - East Humboldt Park-Near Northwest: Area bounded by Fullerton on the North; Kennedy Expy. on the East; C&NW RR., Grand on the South; California on the West *Passed* 5174
    - Eighty-seventh-Mackinaw: Area bounded by 87th, 98th on the North; Mackinaw, Avenue O on the East; Harbor on the South; B&O RR., R/W on the West *Passed* 5274
    - Englewood: Area bounded by Garfield Boul. on the North; State on the East; 75th on the South; Ashland on the West *Passed* 5274
    - Forty-fifth-Ashland: Area bounded by 45th on the North; Loomis, Bishop on the East; 47th on the South; Ashland alley w. of Ashland on the West *Passed* 5274
    - Grand Boul.: Area bounded by Pershing Rd. on the North; Lake Michigan, Cottage Grove on the East; Federal on the West; 47th, 51st on the South *Passed* 5275
    - Hyde Park-Kenwood: Area bounded by 47th on the North; IC R/W, South Shore Dr., Stony Island on the East; 59th on the South; Cottage Grove on the West *Passed* 5274
    - Lakeview: Area bounded by Belmont on the North; Broadway on the East; Diversey on the South; Racine on the West *Passed* 5274
    - Lawrence-Kedzie: Area bounded by Kedzie, Chgo. River on the East; Lawrence and Foster on the North; Kedzie, Central, Kimball on the West; Lawrence, Eastwood, Montrose on the South *Passed* 5273-75
    - Lincoln Park: Area bounded by Wrightwood, Lincoln Park, Clark on the East; North on the South; Sheffield, Clybourn, Halsted, MStP RR. on the West *Passed* 5274
    - Roosevelt-Halsted: Area bounded by Roosevelt Rd. on the North; Dan Ryan Expy. on the East; B&Q RR. on the South; Blue Island on the West *Passed* 5274
    - Seventy-ninth-Racine: Area bounded by 78th, 79th on the North; Halsted, Emerald on the East; 79th, 80th on the South; Ashland, Marshfield on the West *Passed* 5274
    - Seventy-third-Dobson: Area bounded by 72nd on the North; University and alley w. on the East; 73rd on the South; Dobson on the West *Passed* 5274
    - Sixty-ninth-South Chicago: Area bounded by 69th on the North; Cottage Grove on the East; South Chicago on the West *Passed* 5274
    - Sixty-seventh-Stony Island: Area bounded by 67th on the North; alley e. of Stony Island, East End, Cornell on the East; 70th, 71st and 68th on the South; alley w. of Stony Island, Blackstone on the West *Passed* 5274
    - Thirty-fifth-Parnell: Area bounded by Parnell on the East; 35th on the South; Lowe on the West; irregular line North of 35th on the North *Passed* 5274

**Urban Renewal, Department of:**
- Redevelopment projects:
  - Neighborhood Development Program No. Ill. A-1 (LG):
    - Thirty-third-Michigan: Area bounded by 31st on the North; Dr. Martin Luther King Jr. Dr. on the East; 35th on the South; Michigan on the West *Passed* 5274
    - Twenty-fourth-Bell: Area bounded by 24th on the North; Leavitt on the East; Coulter on the South; Bell on the West *Passed* 5274
    - West Garfield: Area bounded by Lake on the North; Pulaski Rd. on the East; West End on the South; Keeler on the West *Passed* 5274
    - Wilson-Ravenswood: Area bounded by Wilson on the North; Damen on the West; Paulina on the East; Irregular line bet. Wilson and Sunnyside on the South *Passed* 5274
    - Woodlawn: Area bounded by 60th on the North; Stony Island on the East; 67th on the South; alley directly e. of Champlain on the West *Passed* 5274
  - Neighborhood Service Program Area: Lawndale: Area bounded by Eisenhower Expwy. on the North; Cermak Rd. on the South; Western, Oakley on the East; Cicero, Kenton on the West *Passed* 5275
  - Noble-Division (Ill. R-45):
    - Alley opening: Cleaver, Division, Milwaukee, Noble *Passed* 5257
    - Loan and Capital Grant Contract approved to include neighborhood programs Amendatory contract *Passed* 5188-91
    - Loan notes (temporary) issuance Amendatory Ordnce. *Passed* 5191-94
    - Property sale: Brothers of the Holy Cross of Illinois (No. 69-DUR-57) *Ref* 5319 *Passed* 5532-33
    - Sale of certain land approval (No. 69-DUR-57) *Ref* 5319 *Passed* 5532-33
    - Street closing:
      - Cleaver s. of Division Draft Ordnce. *Noted* 5541 *Passed* 6407-08
      - Noble bet. Division and Milwaukee (area) Draft Ordnce. *Noted* 5790
    - Street opening: Cleaver w. of Division (area) for turn-around purposes Draft Ordnce. *Noted* 5541 *Passed* 6407-08
  - North-LaSalle (Ill. R.-3):
    - Loan and Capital Grant Contract approved to include neighborhood programs Amendatory contract *Passed* 5188-91
    - Loan notes (temporary) issuance Amendatory Ordnce. *Passed* 5191-94
  - Ohio-Central: Approval of plan and feasibility of relocation for Neighborhood Development Program (No. 69-DUR-67) *Ref* 5563 *Passed* 5688-90
  - Pershing-Cottage Grove (Ill. R-43):
    - Loan and Capital Grant Contract approved to include neighborhood programs Amendatory contract *Passed* 5188-91
    - Loan notes (temporary) issuance Amendatory Ordnce. *Passed* 5191-94
    - Property sale: State Colleges and Universities Board of Governors (No. 69-DUR-89) *Ref* 5963 *Passed* 6323-24
    - Sale of certain land: approval (No. 69-DUR-89) *Ref* 5963 *Passed* 6323-24
    - Street opening: Pershing Rd.: Cottage Grove to Langley Draft Ordnce. *Noted* 6337
    - Vacation of alley: Cottage Grove, Langley, Oakwood Boul., Pershing Draft Ordnce. *Noted* 6036
    - Vacation of street: Oakwood: Langley w. of Grand (triangle) Draft Ordnce. *Noted* 6036
  - Placement bid paid by U.S. for project notes in First and Second Series 1970 *Passed* 7762
  - Project 6-A (Ill. 6-5):
    - Michigan, Wabash, 29th, 30th *Passed* 5677
    - Authorizing conveyance without monetary consideration a strip of land to C.T.A. (No. 69-DUR-71) *Ref* 5563 *Passed* 5685-86

**Urban Renewal, Department of:**
- Redevelopment projects:
  - Project 6-C (Ill. R.-6):
    - Loan and Capital Grand Contract approved to include neighborhood programs Amendatory contract *Passed* 5188-91
    - Loan notes (temporary) issuance Amendatory Ordnce. *Passed* 5191-94, 6481-82
    - Loan notes (temporary) low-bid acceptance *Passed* 6265-66
    - Preliminary loan notes: lowest acceptable bids as amended and acceptance of waiver by U.S. Govt. *Passed* 5194-95
    - Vacation of alley: Michigan, Wabash, 28th, 29th [Maple Mfg. Co.] Draft Ordnce *Noted* 5285 *Passed* 6221-22
  - Relocation survey and plan approval bet. City and State of Illinois (No. 69-DUR-36) *Passed* 5315
  - Roosevelt-Halsted 1 (Ill. R-106):
    - Transfer of police parking facility at 1259-1322 S. Morgan *Passed* 5839
    - Vacation of alley: Blue Island, Morgan, Racine, Roosevelt, 14th Pl. Draft Ordnce. *Noted* 6036
    - Vacations of streets:
      - Aberdeen: 14th to 14th Pl. Draft Ordnce. *Noted* 6036
      - Liberty: Miller to Blue Island Draft Ordnce. *Noted* 6036
      - Miller: Maxwell to 14th Draft Ordnce. *Noted* 6036
      - Miller: Roosevelt to Maxwell Draft Ordnce. *Noted* 6036
      - Washburne: Miller to Blue Island Draft Ordnce. *Noted* 6036
      - 13th St.: Miller to Blue Island Draft Ordnce. *Noted* 6036
      - 14th St.: Morgan to Blue Island Draft Ordnce. *Noted* 6036
  - Southeast Englewood (Ill. R-31):
    - Loan and Capital Grant Contract approved to include neighborhood programs Amendatory contract *Passed* 5188-91
    - Loan notes (temporary) issuance Amendatory Ordnce. *Passed* 5191-94
    - Placement bid paid by U.S. for project notes in Fourth Series 1970 *Passed* 7762-63
    - Property sale: Southeast Englewood Associates (No. 69-DUR-133) *Ref* 6252 *Def* 6411-12 *Passed* 6470-71
    - Sale of certain land: approval (No. 69-DUR-133) *Ref* 6252 *Def* 6411-12 *Passed* 6470-71
    - Vacation of alley: CWI RR. R/W, Parnell, 70th, 71st Draft Ordnce. *Noted* 5702
  - Uptown Project I: Property acquisition: Kenmore Av. (4840-52 N.) parking facility *Passed* 8119
  - Washington-Hermitage (Ill. R-16):
    - Loan and Capital Grant Contract approved to include neighborhood programs Amendatory contract *Passed* 5188-91
    - Loan notes (temporary) issuance Amendatory Ordnce. *Passed* 5191-94
  - 25th-South Parkway (Ill. R-37):
    - Loan and Capital Grant Contract approved to include neighborhood programs Amendatory contract *Passed* 5188-91
    - Loan notes (temporary) low-bid acceptance *Passed* 5989
    - Loan notes (temporary) issuance Amendatory Ordnce. *Passed* 5191-94
    - Revision No. 3 approval of plan (No. 69-DUR-82) *Ref* 5963 *Passed* 6326-27
  - 33rd-Michigan: Approval of determination of area and property acquired for redevelopment *Ref* 5563

- **Urban Renewal, Department of:**
  - 37th-Cottage Grove (Ill. R-9):
    - Loan and Capital Grant Contract approved to include neighborhood programs Amendatory contract *Passed* 5188-91
    - Loan notes (temporary) issuance Amendatory Ordnce. *Passed* 5191-94
    - Project notes ratified *Passed* 8083
  - 45th-Ashland:
    - Approval of determination of area and property acquired for redevelopment *Ref* 7849 *Def* 8297-99
    - Plan and feasibility of relocation *Ref* 7849 *Def* 8300-01
  - 60th-Cottage Grove (Ill. R-68):
    - Property sale:
      - Drexel Home, Inc. (No. 69-DUR-91) *Ref* 5963 *Passed* 6324-25
      - Education, Board of (No. 69-DUR-134) *Ref* 6252 *Def* 6412 *Passed* 6471
    - Sale of certain land: approval (No. 69-DUR-91) *Ref* 5963 *Passed* 6324-25
    - Sale of certain land: approval (No. 69-DUR-91) *Ref* 6252 *Def* 6412 *Passed* 6471
    - Vacations of alleys:
      - University, Woodlawn, 60th, 61st Draft Ordnce. *Noted* 5700 *Passed* 8288
      - Woodlawn, 60th, 61st, IC RR. R/W Draft Ordnce. *Noted* 7980
    - Vacations of streets:
      - Harper: 60th to 61st Draft Ordnce. *Noted* 7980
      - Kenwood: 60th to 61st Draft Ordnce. *Noted* 7980
      - Kimbark: 60th to 61st Draft Ordnce. *Noted* 7980
      - University: 60th to 61st Draft Ordnce. *Noted* 7980
  - 67th-Stony Island: Approval of plan and feasibility of relocation (No. 69-DUR-69) *Ref* 5563 *Passed* 5686-88
  - 69th-South Chicago: Plan and feasibility of relocation for Neighborhood Program (No. 69-DUR-56) *Ref* 5319 *Passed* 5530-32
  - 73rd-Dobson:
    - Vacation of alley: Dobson, Greenwood, 72nd, 73rd Draft Ordnce. *Noted* 7369
    - Vacation of street: Greenwood, 72nd to 73rd Draft Ordnce. *Noted* 7369
  - 79th-Normal:
    - Loan and Capital Grant Contract approved to include neighborhood programs Amendatory contract *Passed* 5188-91
    - Loan notes (temporary) issuance Amendatory Ordnce. *Passed* 5191-94
    - Property sale: Winneconna Park Associates (No. 69-DUR-140) *Ref* 6560 *Def* 8301-02
    - Sale of certain land approval (No. 69-DUR-140) *Ref* 6560 *Def* 8301-02
    - Vacation of alley: Fielding, Normal, Winneconna Pkwy., 79th *Passed* 8287-88
  - 87th-Mackinaw:
    - Land disposition plan: Approval *Ref* 6560
    - Sale and disposition of land: approval *Ref* 5963
  - Relocation survey and preparation of plan agreement bet. City and State (No. 69-DUR-36) *Passed* 5315
  - Street closing: May to 11th (Project Near West Side Ill. R-12) Draft Ordnce. *Noted* 8307
  - Vacations of alleys:
    - Burling, Dickens, Pearl, Webster *Passed* 5863-64
    - Michigan, Wabash, 28th, 29th (Project 6-C) [Maple Manufacturing Co.] Draft Ordnce. *Noted* 5285
    - Michigan, Wabash, 29th, 30th *Passed* 5677
    - Woodlawn, IC RR. R/W, 60th, 61st Draft Ordnce. *Noted* 7980
  - Vacations of streets:
    - Burling: Dickens to Webster *Passed* 5863-64
    - Edward Ct.: Dickens to 297 ft. n. *Passed* 5863-64
    - Kenwood Av.: 47th to 113 ft. e. *Passed* 5675-77
    - Kimbark: 47th to 113 ft. e. *Passed* 5675-77
- Use Tax Act (*See under* Occupation Tax)
- Utilities, Committee on:
  - Appropriation for 1970 *See* 18, 81 (Note 6638)
  - Membership assignment *Def* 6591-93 *Adopted* 7235
  - Membership assignments *Def* 5239 *Adopted* 5347
- Vacations of alleys and streets [*listed under locations*]
- Valters, (Mr. and Mrs.) Walter: Congratulations on 50th anniversary of Girl Scout Troop No. 1 *Adopted* 6238
- Van Buren St.:
  - Building demolitions:
    - 1324-30 W. *Passed* 6236
    - 1340 W. *Passed* 6236
    - 1342-44 W. *Passed* 6236
    - 2640 W. *Passed* 6236
    - 2658 W. *Passed* 6236
    - 2730 W. *Passed* 6236
    - 2814 W. *Passed* 6236
    - 2848 W. *Passed* 6236
    - 2916 W. *Passed* 6236
- Vanchieri, Sam J.:
  - Zoning-reclassification request [12-K] *Ref* 5811 *Def* 6304 *Passed* 6426
  - Zoning-reclassification request [12-K] *Ref* 5566 *Def* 6019 *Passed* 6169-70
- Van Gundy, Ralph and Diane, et al.: Street vacation Draft Ordnce. *Noted* 8313-14
- Varnas Montessori Day Care Center, Inc.: License-fee exemption *Ref* 5293 *Passed* 5409
- Varraveto, D. Jr.: Zoning-reclassification request [9-N] *Ref* 7854
- Vasquez, Emmanuel: Appointment (Uptown Conservation Community Council) *Filed* 5177
- Vaults [*listed under location and names of permittees*]
- Vehicle License Commission, Public:
  - Annual report (1968) *Filed* 5565
  - Appropriation for 1970 *See* 25, 268-270 (Note 6638)
  - Transfer of funds (1969) *Passed* 6059, 6193
- Vehicle Tax Fund:
  - Appropriation for 1970 *See* 39-41, 443-481 (Note 6638)
  - Estimates for 1970 revenues *See* 5 (Note 6638)
- Vehicles, motor (*See* Motor vehicles)
- Vankus, Gerald A.: Zoning-reclassification request [12-J] *Ref* 6255 *Def* 7220 *Passed* 7370
- Ventilating Equipment Co.: Switch track Repealing Ordnce. *Ref* 6478 *Passed* 7225
- Ventilation shafts or stacks [*listed under locations and names of grantees*]
- Venture, E. and H.: Zoning-reclassification request [8-F] *Ref* 5357
- Vernon Av.:
  - Parking prohibited (all times): 3608 S. *Eliminated* 5276-77
  - Parking prohibited (specified hours): 3608 S. *Eliminated* 5276-77
- Vernon Park Pl.:
  - Conduits containing pipes e. of Jefferson [Railway Express Agency, Inc.] Repealing Ordnce. *Ref* 5623
  - Pipe e. of Jefferson [Railway Express Agency, Inc.] Repealing Ordnce. *Passed* 5859
  - Pipes e. of Jefferson [American National Bank and Trust Co. (Tr.)] *Ref* 5285 *Passed* 5438 acceptance and bond *Noted* 5810
- Veterans of Foreign Wars: [*also listed under names of particular Posts*]
- Veterans Poppy Day Association:
  - Audit for 1969 *Filed* 5520 6303
  - Tag day permit *Passed* 5423
- Viaducts [*listed under respective names*]
  - Printing of street clearances on viaducts *Ref* 5453
- *Victor Manufacturing Co.* vs. *City*: Corp. Cnsl. comc. on Appellate Court decision *Filed* 5565
- Viet Nam Moratorium: Chicagoans urged to observe on Oct. 15, 1969 *Ref.* 6231

Viet Nam War: U.S. Congress and present administration memorialized to reduce American involvement in war, etc. *Ref* 5292

Villages [*listed under key words in titles*]

Vincennes Av.: Acquisition of property at 115th for MFT channelization *Def* 6299-6302 *Passed* 6422-25

Vincennes-Washington Park Elementary School: Property acquisition within Washington Park *Adopted* 5733-34

Virginia Frank Child Development Center of the JCS: License-fee exemption *Ref* 5346 *Passed* 5409

Vlahos, John P. and Peter J.: Leases to City *Passed* 5210, 7902, 7904-05

Voit, Henry: Sidewalk-sale permit *Passed* 5874

Vondrak, Edward: Zoning-reclassification request [14-I] *Ref* 7854

Vrettos, James: Zoning-reclassification request [9-F] *Ref* 5469 *Def* 6305 *Rejected* 6438

Vulcan Electric Mfg. Co.: Zoning-reclassification request [6-H] *Ref* 5622 *Def* 6398 *Passed* 6467-68

WGN Continental Broadcasting Co.: Commendation extended on behalf of Artists' Showcase, etc. *Adopted* 7961

Wabansia Av.
- Parking prohibited (all times):
  - Kilpatrick to alley w. (both sides) *Ref* 5696 *Passed* 6328
  - Milwaukee to 110 ft. w. (s. side) *Eliminated* 6025
  - Neva to first alley w. (n. side) *Ref* 7975

Wabash Av.:
- Lease to City at 185 N. for Dept. of Human Resources [185 N. Wabash Building Corp.] *Passed* 5573
- Lease at 1020 S. for Model Cities Community Program (Police Dept. Hqts. Aide Project) [Pancoe, M. A. and Sons] *Passed* 7904, 7911-12
- Parking prohibited (all times):
  - Congress (50 ft. s. to 50 ft. s.—w. side) Eliminating Ordnce. *Passed* 7965
  - 604-06 S. Eliminating Ordnce. *Passed* 7965
  - 640 N. Eliminating Ordnce. *Passed* 7965
  - 4528 S. *Ref* 5696
  - 46th (280 ft. n. to 40 ft. n.—w. side) *Passed* 6024
- Parking prohibited (specified hours):
  - 85th to 88th (both sides) *Passed* 6330
  - 93rd to 92nd (both sides) *Passed* 6330
  - 93rd to 280 ft. s. (e. side) *Passed* 6330
  - 95th to 280 ft. s. of 93rd (both sides) *Passed* 6330
- Spec.-assess. foreclosures: 4032 S. *Passed* 6287
- Vault, etc. at Lake [Ceylong Realty Co.] *Ref* 5700 *Passed* 5856 acceptance and bond *Noted* 6359
- Ventilating shaft in front of 21-23 S. [Harding-Williams Corp.] acceptance and bond *Noted* 5467

Wabash Av. Viaduct: Easement n. of and adjoining Carrol and North Water n. of State [International Business Machines Corp.] performance bond with City *Filed* 5181

Wade, Richard C.: State Housing Board's approval of appointment *Filed* 5357

Wachowski Trust: Lease to City *Passed* 5202

Wacker Dr.: Platform (concrete) with risers adjacent to 71 E. entrance [Executive House] acceptance and bond *Noted* 5180

Wage-rate adjustments [*listed under* City Employes]

Wajda, (Lance Corp.) Philip John: Name designation for Archer Branch Library *Adopted* 5872-73

Wakem & McLaughlin, Inc.: Loading platform Repealing Ordnce. *Ref* 5566 *Passed* 5669

Wallace Business Forms, Inc.: Switch track *Ref* 5792 *Passed* 5936-37 acceptance and bond *Noted* 6188

Wallace St.: Spec.-assess. foreclosure 10246 S. *Passed* 6383-84

Walnut St.:
- Parking prohibited (specified hours):
  - Oakley Boul. (90 ft. w. to 60 ft. w.—n. side) *Passed* 6330
  - Oakley Boul. (125 ft. w. to 100 ft. w.—s. side) *Ref* 6108
- Spec.-assess. foreclosure: 3110 W. *Passed* 6287-88

Walsh, Clarence J.: Spec.-assess. settlement *Passed* 5752-53

Walther Memorial Hospital: License-fee exemption *Ref* 5708, 6556 *Passed* 5745, 6584

Walton, Julius: Lease to City *Passed* 5485

Walton St.:
- Parking prohibited (all times):
  - Kedzie (215 ft. e. to 115 ft. e.—n. side) *Passed* 6024
  - Wells (70 ft. e. to 70 ft. e.—s. side) *Eliminated* 6025
  - 101-07 E. *Eliminated* 6025
  - 150-60 W. *Eliminated* 6025
- Parking prohibited (specified hours): Grand to 200 ft. e. (s. side) *Ref* 5696
- Parking restricted (specified hours): Grand (20 ft. e. to 175 ft. e.—s. side) *Passed* 6026

Wangler, (Rev.) T.J. CM: Reappointment (Lincoln Park Conservation Community Council) *Filed* 5177

Ward, William C.: Reappointment (West Woodlawn Conservation Community Council) *Filed* 5177

Washington Boul.:
- Property bid at 2049 W. [Presbyterian-St. Luke's Hospital *Ref* 7995-96
- Property-sale advertisement at 2049 W. *Passed* 7386

**Wards:**
- Ward Superintendent: request for litigation concerning Civil Service examination *Ref* 5539
- No. 8:
  - Alley paving:
    - Anthony, Blackstone, 80th *Ref* 5624 *Passed* 5868
    - Avalon, Woodlawn, 79th, 80th *Ref* 5624 *Passed* 5868
    - Cottage Grove, Maryland, 77th, 78th *Ref* 5971 *Passed* 6106
    - Cregier, East End, 83rd Pl., 84th *Ref* 7757 *Passed* 8292
    - Dante, NYC&StL RR., 90th Pl., 90th *Ref* 5471 *Passed* 5681
    - East End, Stony Island, 85th Pl., 86th *Ref* 7997
    - Eberhart, Rhodes, 93rd, 94th *Ref* 7757 *Passed* 8291
    - Eberhart, Vernon, 93rd, 94th *Ref* 7796 *Passed* 8292
    - Ellis, Ingleside, 79th, 80th *Ref* 7997
    - Indiana, Michigan, 80th, 81st *Ref* 5184 *Passed* 5444
    - Indiana, Prarie, 79th, 80th *Ref* 7997
    - Kenwood, Kimbark, 82nd, 83rd *Ref* 5971 *Passed* 6106
    - Woodlawn, NYCStL RR., 81st Pl., 81st *Ref* 6055-56 *Passed* 6224
- No. 10:
  - Alley paving:
    - Avenue L, Ewing, 111th, 112th *Ref* 7997
    - East End, Stony Island, 87th Pl., 87th *Ref* 6562 *Passed* 7228
  - Lease for ward office (3441 E. 100th St.) [Nick Marks] *Passed* 7298-7302
  - Sidewalks:
    - Avenue O (135th to 275 ft. s.) (w. side) *Ref* 5184 *Passed* 5679
    - Brainard (134th to 50 ft. n. of Muskegon) (n. side) *Ref* 5184 *Passed* 5679
    - Brandon (131st to 240 ft. n.) (e. side) *Ref* 5184 *Passed* 5679
    - Brandon (131st to 350 ft. n. to 125 ft. n.) (w. side) *Ref* 5184 *Passed* 5679
    - Buffalo (136th to Brainard) (e. side) *Ref* 5184 *Passed* 5679
    - Escanaba (132nd to 50 ft. s. of Brainard) (w. side) *Ref* 5184 *Passed* 5679
    - Greenbay (134th to first alley s.) (e. side) *Ref* 5184 *Passed* 5679
    - Muskegon (132nd to 50 ft. n. of Brainard) (e. side) *Ref* 5184 *Passed* 5679
    - 126th (Avenue O, Muskegon, 138th) *Ref* 5184 *Passed* 5678-79
    - 130th (Burley to Brandon) (s. side) *Ref* 5184 *Passed* 5679

**Wards:**
- No. 10:
  - Sidewalks:
    - 130th (Carondolet to Exchange various locations) (n. side) *Ref* 5184 *Passed* 5679
    - 131st (Burley to Brandon) (n. side) *Ref* 5184 *Passed* 5679
    - 132nd (Escanaba to Muskegon) (s. side) *Ref* 5184 *Passed* 5679
    - 133rd (Brainard to 80 ft. e. to 300 ft. e.) (s. side) *Ref* 5184 *Passed* 5679
    - 134th (Houston to Carondolet) (s. side) *Ref* 5184 *Passed* 5679
    - 135th (Avenue O to Mackinaw) (both sides) *Ref* 5184 *Passed* 5679
  - Street paving:
    - Ewing (114th to 33 ft. n. of e. 115th) *Ref* 6449 *Passed* 7229
    - 105th (Muskegon to 645 ft. w.) *Ref* 7981 *Passed* 8290
- No. 11:
  - Alley paving:
    - Archer, Haynes Ct., Loomis, Lyman *Ref* 6055-56 *Passed* 6224
    - Lituanica, Sangamon, 35th Pl., 35th *Ref* 5322 *Passed* 5443
    - Normal, Parnell, 32nd, 33rd *Ref* 6257 *Passed* 6405
    - Paulina, Wood, 33rd Pl., 33rd *Ref* 6257 *Passed* 6405
- No. 12:
  - Alley paving:
    - Archer, California, 39th Pl. *Ref* 5607 *Passed* 5678 Repealing Ordnce. *Passed* 5865
    - Archer, Campbell, Pershing *Ref* 5624 *Passed* 5866-67
    - Archer, Francisco, Mozart, 42nd *Ref* 5971 *Passed* 6105
    - Bell, Leavitt, 32nd, 33rd *Ref* 5539 *Passed* 5678
    - Bell, Oakley, 32nd, 33rd *Ref* 5539 *Passed* 5678
    - Drake, St. Louis, 43rd, 44th *Ref* 5184 *Passed* 5443
    - Hoyne, Seeley, 32nd, 33rd *Ref* 5539 *Passed* 5678
    - Hoyne, Seeley, 33rd, 34th *Ref* 5539 *Passed* 5678
    - Kedzie, Sawyer, 45th, 46th *Ref* 6340 *Passed* 6403
    - Kedzie, Sawyer, 46th, 47th *Ref* 6233 *Passed* 6318
    - Millard, 53rd, 54th *Ref* 6340 *Passed* 6403
    - Richmond, Sacramento, 40th Pl. *Ref* 6037 *Passed* 6105
    - Rockwell, Washtenaw, 36th Pl., 36th *Ref* 6037, 6340, 6449 *Passed* 6105, 6403, 7228
  - Street paving:
    - Bell (3300 block s.) *Ref* 5539 *Passed* 5678
    - Leavitt (3300 block s.) *Ref* 5539 *Passed* 5678
    - 33rd (Damen to Seeley) *Ref* 5539 *Passed* 5678
    - 36th Pl. (Rockwell to California) *Ref* 6233 *Passed* 6318
    - 48th (Western to Campbell) *Ref* 6037 *Passed* 6105
- No. 13:
  - Alley paving:
    - Central Park, Lawndale, 64th Pl., 64th *Ref* 5873
    - Central Park, Lawndale, 65th Pl., 65th *Ref* 8308-09
    - Central Park, Lawndale, 65th Pl., 66th *Ref* 8308-09
    - Central Park, St. Louis, 64th Pl., 64th *Ref* 5454
    - Hamlin, Lawndale, 63rd Pl., 63rd *Ref* 6449 *Passed* 7228
    - Hamlin, Lawndale, 64th Pl., 65th *Ref* 6257 *Passed* 6405-06
    - Hamlin, Springfield, 60th Pl., 60th *Ref* 5540 *Passed* 5678
    - Hamlin, Springfield, 60th Pl., 61st *Ref* 5342, 6449 *Passed* 5525-26, 7228
    - Kedzie, Spaulding, 64th Pl., 65th *Ref* 6055-56 *Passed* 6224

**Wards:**
- No. 13:
  - Alley Paving:
    - Kenneth, Kostner, 63rd, 64th *Ref* 5625 *Passed* 5867
    - Pulaski, Springfield, 64th Pl., 64th *Ref* 5287, 7795 *Passed* 5442, 8292
    - Pulaski, Springfield, 65th Pl., 66th *Ref* 8303-09
    - Pulaski, Springfield, 65th Pl., 66th (legally described) *Ref* 5184 *Passed* 5444
  - Sidewalks:
    - Damen (73rd to 220 ft. s. to 280 ft. s.—w. side) *Ref* 5624 *Passed* 5864
    - Hoyne (73rd to 70 ft. s. of 74th—e. side) *Ref* 5624 *Passed* 5864-65
    - Seeley (74th to 150 ft. n.—e. side) *Ref* 5624 *Passed* 5864
    - Seeley (74th to 190 ft. n.—w. side) *Ref* 5624 *Passed* 5864
    - 74th (Damen to Hoyne—n. side) *Ref* 5624 *Passed* 5864
    - 75th Pl. (Lawndale to 125 ft. w.—n. side) *Ref* 7757 *Passed* 8291
  - Street paving: Kilbourn (58th to 59th) *Ref* 5184 *Passed* 5445
  - Territory annexations: Laporte and 77th (adjacent to) *Passed* 6572-73
- No. 15:
  - Alley paving:
    - Central Park, St. Louis, 62nd Pl., 62nd *Ref* 5971 *Passed* 6106
    - Damen, Seeley, 61st, 62nd *Ref* 5625 *Passed* 5867
    - Francisco, Richmond, 55th, 56th *Ref* 7757 *Passed* 8292
    - Maplewood, Rockwell, 62nd, 63rd *Ref* 5971 *Passed* 6106
- No. 16:
  - Abandoned automobiles to be removed from various locations in 16th Ward *Passed* 6113
  - Alley paving: Aberdeen, May, PCC&St.L RR. R/W, 58th *Ref* 5971 *Passed* 6106
  - Removal of abandoned automobiles on specified streets *Ref* 6234 *Rejected* 6398
- No. 17:
  - Alley paving:
    - Emerald, Union, 80th, 81st *Ref* 5624 *Passed* 5868
    - LaSalle, Wentworth, 80th, 81st *Ref* 5184 *Passed* 5444
    - Parnell, 75th, 76th, CWI RR. *Ref* 6257 *Passed* 6405-06
    - Parnell (86th to 30 ft. n. to 15 ft. s. of W. 87th) *Ref* 6257 *Passed* 6405-06
- No. 18:
  - Alley paving:
    - Ada, Throop, 77th *Ref* 6257 *Passed* 6405-06
    - Hamlin, Springfield, 82nd Pl., 82nd *Ref* 7796 *Passed* 8292
    - Hamlin, Springfield, 83rd Pl., 84th *Ref* 5971 *Passed* 6106
    - Karlov, Kedvale, 83rd, 84th *Ref* 5624 *Passed* 5868
    - Kedvale, Keeler, 85th, 86th *Ref* 5732 *Passed* 5768
    - Kenton, Kolmar, 85th, 86th *Ref* 5971 *Passed* 6106
    - Komensky, Pulaski, 86th, 87th *Ref* 7997
    - Lawndale, GT RR. R/W, 82nd Pl., 82nd *Ref* 7997
    - Pulaski, Springfield, 85th Pl., 85th *Ref* 7796 *Passed* 8292
  - Sidewalks:
    - Hoyne (79th to 80th Pl.; first alley s. of 81st Pl. to 83rd) (e. side) *Ref* 5322 *Passed* 5442-43
    - Hoyne (79th to 80th; first alley s. of 82nd Pl. to 83rd) (w. side) *Ref* 5322 *Passed* 5442-43
    - Lawndale (75th Pl. to 110 ft. s. of Hayford; 77th Pl. to 79th) (w. side) *Ref* 6449 *Passed* 7229-30
    - Lawndale (79th to 425 ft. n.) (e. side) *Ref* 6449 *Passed* 7229-30

**Wards:**
- No. 18:
  - Sidewalks:
    - Pulaski Rd. (77th to 120 ft. n. of w. 77th) (e. side) *Ref* 6449 *Passed* 7229-30
    - Ridgeway (76th to 125 ft. s. of 76th Pl.) (w. side) *Ref* 6449 *Passed* 7229-30
    - Rockwell (Cul-de-sac to Lot 9 w. of Lot 20) (e. side) *Ref* 6256 *Passed* 6404
    - Rockwell (Cul-de-sac to Lot 37 w. of Lot 36) (w. side) *Ref* 6256 *Passed* 6404
    - Seipp (Washtenaw to 100 ft. e. to 375 ft. e.) (n. side) *Ref* 6256 *Passed* 6404
    - Seipp (Washtenaw to 375 ft. e.) (s. side) *Ref* 6256 *Passed* 6404
    - Springfield (Myrick to 79th) (e. side) *Ref* 6449 *Passed* 7229-30
    - Springfield (76th Pl. to first alley s. of 77th) (w. side) *Ref* 6449 *Passed* 7229-30
    - Washtenaw (83rd Pl. to 87th) (e. side) *Ref* 6256 *Passed* 6404
    - Washtenaw (84th Pl. to 100 ft. s. to 160 ft. s.) (w. side) *Ref* 6256 *Passed* 6404
    - Washtenaw (85th to 120 ft. s. to 130 ft. s.) (w. side) *Ref* 6256 *Passed* 6404
    - 75th Pl. (Lawndale to 125 ft. w.) (n. side) *Ref* 6449 *Passed* 7229-30
    - 75th Pl. (Lawndale to 350 ft. w.) (s. side) *Ref* 6449 *Passed* 7229-30
    - 76th Pl. (Ridgeway to 30 ft. w.) (n. side) *Ref* 6449 *Passed* 7229-30
    - 76th (Ridgeway to 30 ft. w.) (s. side) *Ref* 6449 *Passed* 7229-30
    - 77th (Springfield to Pulaski) (both sides) *Ref* 6449 *Passed* 7229-30
    - 83rd Pl. (Washtenaw to 80 ft. e.) (s. side) *Ref* 6256 *Passed* 6404
    - 85th Pl. (Washtenaw to 375 ft. w.) (n. side) *Ref* 6256 *Passed* 6404
    - 86th (Washtenaw to 130 ft. e. to 375 ft. e.) (n. side) *Ref* 6256 *Passed* 6404
    - 86th (Washtenaw to 150 ft. e. to 260 ft. e.) (s. side) *Ref* 6256 *Passed* 6404
    - 87th (Washtenaw to 250 ft. w. to 370 ft. w.) (n. side) *Ref* 6256 *Passed* 6404
  - Street paving: 83rd (Kildare to Kolin) *Ref* 5322 *Passed* 5445
- No. 19:
  - Alley paving: Talman, Washtenaw, 100th, 101st *Ref* 5971 *Passed* 6106
  - Street paving:
    - Aberdeen (93rd to 94th) *Ref* 7796 *Passed* 8294
    - Trumbull (103rd to 104th) *Ref* 7997
- No. 21:
  - Alley paving:
    - Aberdeen, Carpenter, 113th Pl., 114th Pl. *Ref* 7757 *Passed* 8292
    - Ashland, Laflin, 113th Pl., 114th Pl. *Ref* 7758 *Passed* 8292
    - Bishop, Laflin, 118th, 119th *Ref* 7757 *Passed* 8292
    - Calumet, Forest, 96th, 97th *Ref* 6257 *Passed* 6405-06
    - Calumet, Dr. Martin Luther King Dr., 83rd, 84th *Ref* 5971 *Passed* 6106
    - Eggleston, Normal, 92nd, 93rd *Ref* 5703 *Passed* 5864
    - Emerald, Union, 94th, 95th *Ref* 7796 *Passed* 8293
    - Emerald, Union, 95th, 96th *Ref* 6449 *Passed* 7228
    - Green, Peoria, 97th, 98th *Ref* 5184 *Passed* 5444
    - Green, Peoria, 106th, 107th *Ref* 6190 *Passed* 6319
    - Indiana, Michigan, 87th, 88th *Ref* 7796 *Passed* 8292
    - LaSalle, Perry, 79th, 80th *Ref* 7997
    - LaSalle, Wentworth, 92nd, 93rd *Ref* 6449 *Passed* 7228
    - LaSalle, Wentworth, 95th, 96th *Ref* 6257 *Passed* 6405-06

**Wards:**
- No. 21:
  - Alley paving:
    - Lowe, Union, 93rd, 94th *Ref* 7796 *Passed* 8292-93
    - Lowe, Wallace, 91st, 92nd *Ref* 7997
    - Lowe, Wallace, 97th, 98th *Ref* 7796 *Passed* 8293
    - May, Racine, 115th, 116th *Ref* 5322 *Passed* 5444
    - May, Racine, 116th, 117th *Ref* 7997
    - Morgan, Sangamon, 100th, 101st *Ref* 6257 *Passed* 6405-06
    - Parnell, Wallace, 96th, 97th *Ref* 7796 *Passed* 8293
    - Perry, La Salle, 83rd 84th *Ref* 5471 *Passed* 5681
    - Perry, La Salle, 93rd, 94th *Ref* 5471 *Passed* 5681
    - Princeton, C&WI RR., 100th Pl., 100th *Ref* 5184 *Passed* 5444
    - State, Wabash, 88th, 89th *Ref* 6257 *Passed* 6405-06
    - Wentworth, Yale, 102nd, 103rd *Ref* 6449 *Passed* 7228
  - Street paving:
    - Carpenter (96th to 97th) *Ref* 6449 *Passed* 7229
    - Green (91st to 92nd) *Ref* 5703 *Passed* 5864
    - Morgan (110th to 111th) *Ref* 5343 *Passed* 5525-26
    - Sangamon (96th to 97th) *Ref* 6190 *Passed* 6319
    - Union (99th to 101st) *Ref* 7796 *Passed* 8294
    - 88th Pl. (Kenwood to NYC&StL RR. R/W) *Ref* 7796 *Passed* 8294
    - 92nd Pl. (St. Lawrence to C&WI RR. R/W) *Ref* 7796 *Passed* 8294
    - 93rd (Normal to Eggleston) *Ref* 5946-47 *Passed* 6105
    - 94th (Normal to Eggleston) *Ref* 5946-47 *Passed* 6105
    - 100th (Lowe to Union) *Ref* 7796 *Passed* 8294
    - 107th Pl., (Throop to 116 ft. e. to PCC&StL RR. R/W) *Ref* 6257 *Passed* 6406-07
    - 107th (108th to 149.5 ft. n.; 109th Pl. to 33 ft. s. of intersection of Racine) *Ref* 6257 *Passed* 6406-7
    - 108th Pl. (Racine to Loomis excepting intersection of Throop) *Ref* 6257 *Passed* 6406-7
    - 109th (Racine to Loomis excepting intersection of Throop) *Ref* 6257 *Passed* 6406-7
    - 114th Pl. (Carpenter to Throop) *Ref* 8311
- No. 23:
  - Alley paving:
    - Archer, Harlem, Neva, 56th *Ref* 5971 *Passed* 6105
    - Archer, Lockwood, Lorel, 53rd Pl. *Ref* 5625 *Passed* 5867
    - Archer, Massasoit, Menard, 53rd *Ref* 7997
    - Archer, McVicker, Meade, 55th *Ref* 5566-67
    - Archer, Nashville, Neenah, 54th *Ref* 5541 *Passed* 5678
    - Archer, Natoma, Normandy, 54th *Ref* 5184 *Passed* 5444
    - Archer, Neva, Nottingham, 56th *Ref* 6190 *Passed* 6318
    - Archer, Newcastle, Oak Park, 54th *Ref* 7796 *Passed* 8293
    - Archer, Newcastle, Oak Park, 56th *Ref* 6257 *Passed* 6405
    - Archer, New England, Newcastle, 54th *Ref* 7997
    - Archer, New England, Newcastle, 56th *Ref* 6257 *Passed* 6405
    - Archer, New England, Newland, 56th *Ref* 6190 *Passed* 6318
    - Archer, Newland, Sayre, 54th *Ref* 6449 *Passed* 7228
    - Archer, Newland, Sayre, 56th *Ref* 5971 *Passed* 6105
    - Archer, Nordica, Nottingham, 56th *Ref* 5971 *Passed* 6105
    - Archer, Nordica, Sayre, 56th *Ref* 5971 *Passed* 6105
    - Archer, Normandy, Rutherford, 54th *Ref* 7997
    - Archer, Oak Park, Rutherford, 56th *Ref* 6361-62 *Passed* 7228

**Wards:**
- No. 23:
  - Alley paving:
    - Austin, Mason, 58th, 59th *Ref* 7997
    - Austin, McVicker, 51st, 52nd *Ref* 7758 *Passed* 8293
    - Central, Luna, 54th, 55th *Ref* 5471 *Passed* 5681
    - Central, Parkside, 57th, 58th *Ref* 5625 *Passed* 5867
    - Karlov, Kedvale, 45th, 46th *Ref* 5470 *Passed* 5680
    - Karlov, Komensky, 32nd, 33rd *Ref* 5471 *Passed* 5680
    - Karlov, Komensky, 44th, 45th *Ref* 5471 *Passed* 5680
    - Karlov, Komensky, 49th, 50th *Ref* 5624 *Passed* 5867
    - Keating, Kilpatrick, 43rd, 44th *Ref* 5624
    - Keating, Kilpatrick, 44th, 45th *Ref* 5971 *Re-ref* 6107
    - Keating, Kilpatrick, 50th, 51st *Ref* 5322 *Passed* 5444
    - Kedvale, Keeler, 43rd, 44th *Ref* 5322 *Passed* 5443
    - Kenneth, Kostner, 49th, 50th *Ref* 6257 *Passed* 6405
    - Kenneth, Kostner, 50th, 51st *Ref* 5732 *Passed* 5867
    - Kilpatrick, Knox, 49th, 50th *Ref* 5322 *Passed* 5443-44
    - Kilpatrick, Knox, 50th, 51st *Ref* 5471 *Passed* 5680
    - Kilpatrick, Knox, 50th, 51st *Ref* 5471 *Passed* 5680
    - Komensky, Pulaski, 45th, 46th *Ref* 5732
    - Laramie, Latrobe, 54th, 55th *Ref* 5625 *Passed* 5867
    - Lawler, Leclaire, 45th, 46th *Ref* 5732 *Passed* 5867
    - Long, Lorel, 54th, 55th *Ref* 5471 *Passed* 5680
    - Long, Lotus, 54th, 55th *Ref* 5471 *Passed* 5680-81
    - Major, Massasoit, 51st, 52nd *Ref* 7997
    - Major, Massasoit, 60th, 61st *Ref* 5184 *Passed* 5444
    - Mason, Mayfield, 56th, 57th *Ref* 6362 *Passed* 7228
    - Massasoit, Menard, 52nd, 53rd *Ref* 6263 *Passed* 7228
    - Massasoit, Menard, 55th, 56th *Ref* 6562 *Passed* 7228
    - Massasoit, 56th, 57th, IHB RR. *Ref* 6362 *Passed* 7228
    - Massasoit, Menard, 57th, 58th *Ref* 6190 *Passed* 6318
    - Massasoit, Menard, 58th, 59th *Ref* 6257 *Passed* 6405-06
    - Mayfield, Mason, 58th, 59th *Ref* 7796 *Passed* 8293
    - Mayfield, Monitor, 57th, 58th *Ref* 6257 *Passed* 6405
    - Mayfield, Monitor, 59th, IHB RR. R/W *Ref* 7796 *Passed* 8293
    - Merrimac, Mobile, IHB RR., 59th *Ref* 5971 *Passed* 6106
    - Mobile, Mulligan, 51st, 52nd *Ref* 5471 *Passed* 5680
    - Nagle, Narragansett, 51st, 52nd *Ref* 5625 *Passed* 5867
    - Nagle, Narragansett, 56th, 57th *Ref* 6191 *Passed* 6318
    - Nagle, Natchez, 5400 block (T-alley) *Ref* 5541 *Passed* 5678
    - Nashville, Neenah, 52nd, 53rd *Ref* 5625 *Passed* 5867
    - Nashville, Neenah, 53rd, 54th *Ref* 6257 *Passed* 6405
    - Natchez, Narragansett, 64th Pl., 64th *Ref* 5322 *Passed* 5444
    - Natchez, Neenah, 53rd, 54th *Ref* 7997
    - Natchez, Neenah, 57th, 58th *Ref* 5471 *Passed* 5681
    - Neva, 56th, 57th *Ref* 8311
    - New England, Newcastle, 51st, 52nd *Ref* 5971 *Passed* 6106
    - New England, Newland, 51st, 52nd *Ref* 5732 *Passed* 5867
    - New England, Newland, 53rd, 54th *Ref* 7856 *Passed* 8293
    - New England, Newland, 57, 58th *Ref* 6257 *Passed* 6405
    - New England, Newland, 58th, 59th *Ref* 6190 *Passed* 6318
    - Nordica, Nottingham, 56th, 57th *Ref* 6055-56 *Passed* 6224
    - Nottingham, C&WI RR., 63rd Pl., 63rd *Ref* 5322 *Passed* 5444
    - Nottingham, C&WI RR., 63rd Pl., 64th *Ref* 5624 *Passed* 5867

**Wards:**
- No. 23:
  - Alley paving:
    - Oak Park, Rutherford, 51st, 52nd *Ref* 6257 *Passed* 6405
    - Oak Park, Rutherford, 57th, 58th *Ref* 5971 *Passed* 6106
    - Oak Park, Rutherford, 60th, 61st *Ref* 5471 *Passed* 5681
  - Sidewalks:
    - Karlov (58th to first alley s.) (e. side) *Ref* 6055 *Passed* 6225
    - Keeler (57th to 58th Pl.) *Ref* 6055 *Passed* 6225
  - Street paving:
    - Komensky (32nd to 33rd) *Ref* 8311
    - Latrobe (54th to 55th) *Ref* 5625 *Passed* 5868
    - Lorel (54th to 55th to 12 ft. s.) *Ref* 7997
    - 32nd (Keeler to Pulaski) *Ref* 8311
    - 54th (Laramie to Lockwood) *Ref* 5625 *Passed* 5868
- No. 33: Alley paving: Clybourn, Diversey Pkwy., Wolcott *Ref* 6256-57 *Passed* 6405
- No. 35:
  - Alley paving:
    - Addison, Cornellia, Kenton, Kolmar *Ref* 5625 *Passed* 5866
    - George, Kildare, Kenosha, Wellington *Ref* 5184 *Passed* 5443
- No. 38:
  - Alley paving:
    - Addison, Cornelia, Natoma, CMStP&P RR. R/W *Ref* 7997
    - Addison, Cornelia, Ottawa, Overhill *Ref* 5624 *Passed* 5866
    - Addison, Forest Preserve, Ottawa, Overhill *Ref* 7856 *Passed* 8293
    - Barry, Harlem, Neva, Wellington *Ref* 5625 *Passed* 5866
    - Belmont, Nagle, Narragansett, School *Ref* 7796 *Passed* 8293-94
    - Belmont, Ozanam, Ozark, School *Ref* 6257 *Passed* 6405
    - Byron, Grace, Oconto, Octavia *Ref* 6055-56 *Passed* 6224
    - Bryon, Irving Park, Pioneer, Pittsburgh *Ref* 7998
    - Byron, Irving Park, Plainfield, Pontiac *Ref* 7998
    - Cornelia, Mobile, Narragansett, Newport *Ref* 5322 *Passed* 5444
    - Cornelia, Ozanam, Ozark, Roscoe *Ref* 5470 *Passed* 5680
    - Diversey, Nordica, Sayre, Wolfram *Ref* 7796 *Passed* 8293
    - George, Harlem, Neva, Wellington *Ref* 5971 *Passed* 6105
    - Grace, Oconto, Octavia, Waveland *Ref* 5184 *Passed* 5443
    - Henderson, Marmora, Menard, School *Ref* 5625 *Passed* 5866
    - Ozanam, Ozark, Roscoe, School *Ref* 5732 *Passed* 5866
  - Street paving:
    - Grace (Osceola to Olcott) *Ref* 5470 *Passed* 5681
    - Olcott (Forest Preserve to Addison) *Ref* 5470 *Passed* 5681
    - Oleander (Belmont to Barry) *Ref* 7796 *Passed* 8294
    - Osceola (Forest Preserve to Addison) *Ref* 5470 *Passed* 5681
    - Ottawa (Irving Park to Forest Preserve) *Ref* 5471 *Passed* 5681
    - Waveland (Osceola to Olcott) *Ref* 5470 *Passed* 5681
  - Territory annexation:
    - Chicago-O'Hare International Airport (adjacent to and lying within boundaries—legally described) *Passed* 6061-65
    - Fairview and Higgins (legally described) *Ref* 6419 *Passed* 7257 (*See* 6361)

**Wards:**
No. 41:
Alley paving:
Austin, Avondale, Berwyn, McVicker *Ref* 5470-71 *Passed* 5680
Austin, Mason, Matson, Miami *Ref* 5732 *Passed* 5866
Balmoral, Berwyn, Melvina, Moody *Ref* 7796 *Passed* 8294
Balmoral, Berwyn, Olcott, Osceola *Ref* 7796 *Passed* 8294
Balmoral, Catalpa, Nashville, Natoma *Ref* 5471 *Passed* 5680
Berwyn, Higgins, Newcastle, Oak Park *Ref* 6449 *Passed* 7227
Birchwood, Jarvis, Olcott, Oleander *Ref* 5732 *Passed* 5865
Birchwood, Jarvis, Oleander, Oriole *Ref* 7998
Carmen, Oak Park, Rutherford, Winnemac *Ref* 6562 *Passed* 7227
Catalpa, Gregory, Natchez, Neenah *Ref* 5624 *Passed* 5866
Clarence, Palatine, Olcott, Oriole *Ref* 5624 *Passed* 5866
Highland, Milwaukee, Mobile *Ref* 5732 *Passed* 5866
Huntington, Indiana Rd., Melvina, Moody *Ref* 7758 *Passed* 8294
Northwest Hwy., Ogallah, Oketo, Onarga *Ref* 5624 *Passed* 5865
Street paving:
Albion (Milwaukee to Newcastle) (12.6 ft. northeasterly) *Ref* 5732 *Passed* 5868
Balmoral (Meade to Moody to 292 ft. e.) *Ref* 7796 *Passed* 8294
Berwyn (Austin to Moody) *Ref* 7796 *Passed* 8294
McVicker (Balmoral to Foster) *Ref* 7796 *Passed* 8294
Meade (Balmoral to Foster to 196 ft. n.) *Ref* 7796 *Passed* 8294
Nashville (Gregory to 22 ft. s. to 10 ft. s. of Higgins) *Ref* 6257 *Passed* 6405-06
New England (Gregory to 12 ft. s. of Higgins) *Ref* 6055-56 *Passed* 6224
Nordica (Summerdale to Foster) *Ref* 6449 *Passed* 7229
Nottingham (Higgins from 505 ft. n. to 12 ft. s.) *Ref* 5471 *Passed* 5681
Summerdale (Newland to Mont Clare) *Ref* 6449 *Passed* 7229
No. 44:
Aldermanic election (results of canvass) *Noted* 5317
Street paving: Lakewood (Wrightwood to Schubert; Diversey to Belmont) *Ref* 8314
No. 45:
Alley paving:
Carmen, Foster, Lotus, Lovejoy *Ref* 7997
Elston, Foster, Lavergne, Winona *Ref* 5184 *Passed* 5443
Gunnison, Mobile, Mulligan, Strong *Ref* 5184 *Passed* 5443
Hiawatha, Le Mai, Leoti, Leroy *Ref* 5732 *Passed* 5866
Mobile, Montrose, Mulligan, Sunnyside *Ref* 7997
Mobile, Narragansett, Warwick, Waveland *Ref* 7796 *Passed* 8294
No. 49:
Alley paving:
Ashland, Birchwood, Greenview, Rogers *Ref* 5471 *Passed* 5680
Birchwood, Howard, Lake Shore Dr., Sheridan *Ref* 6045 *Passed* 6105
Estes, Glenwood, Greenview, Touhy *Ref* 6045 *Passed* 6105

**Wards:**
No. 49:
Sidewalks:
Birchwood (California to first alley e.) (s. side) *Ref* 7757 *Passed* 8290-91
Birchwood (Washtenaw to California) (n. side) *Ref* 7757 *Passed* 8290
Pratt (California to 70 ft. w. to 370 ft. w.) (n. side) *Ref* 7757 *Passed* 8290
Sacramento (Pratt to 200 ft. n.) (e. side) *Ref* 7757 *Passed* 8290
Touhy (Albany to 100 ft. w. to 240 ft. w.; 425 ft. w. to 550 ft. w.) (n. side) *Ref* 7757 *Passed* 8290
No. 50:
Alley paving:
California, Granville, Mozart, Rosemont *Ref* 5184 *Passed* 5443
Farwell, Pratt, Ridge, Seeley *Ref* 7856 *Passed* 8294
Hood, Kedzie, Lincoln, Troy *Ref* 5732 *Passed* 5866
Street paving: Artesian (Glenlake to Peterson) *Ref* 7998
Warneke, Laura F.: Spec.-assess. settlement *Passed* 6380
**Warrants for Collection:**
Cancellations:
ABC Youth Center (2) *Ref* 6046 *Passed* 6071
Anshe Emet Synagogue (2) *Ref* 5293, 5457, 6557, 8316 *Passed* 5407, 5495, 6583
Austin Congregation Church (2) *Ref* 5293, 5457, 7788, 7986, 8316 *Passed* 5407, 5495, 7911, 8112
Basilica of Queen of All Saints *Ref* 6120 *Passed* 6204
Bel Clark Billiards *Ref* 5293 *Passed* 5919
Belden Avenue Baptist Church *Ref* 5795 *Passed* 5843-44
Bethany Methodist Church *Ref* 6120, 7369 *Passed* 6204, 7382
Bible Rescue Mission *Ref* 5346, 5708 *Passed* 5407, 5743
Brongiel, Frank J. *Ref* 6046 *Rejected* 6302
Burg, (Louise) Hospital (2) *Ref* 5293, 5346, 5708, 6240 (2), 6602 *Passed* 5215, 5407 5743, 6283 (2), 7296
Burg, (Louise) Hospital *Ref* 5293, 5708, 6345, 6421 *Rejected* 5435, 5783, 6457, 7958
Catholic Bishop of Chicago (St. Fidelis Church) *Ref* 5293 *Passed* 5407
Cermak Baptist Church *Ref* 6046 *Passed* 6071
Chicago Christian Industrial League *Ref* 5708 *Passed* 5743
Chicago Southern Center, Inc. *Passed* 5218
Chicago United Mission *Ref* 5293, 5612, 5708 *Passed* 5407, 5642, 5743
Chicago Youth Centers:
Hamlin Av. (1530 S. (2)) *Ref* 6046 *Passed* 6071
Harrison 560 W. *Ref* 5875 *Passed* 5919
Michigan Av. 3947 S. *Ref* 6421 *Passed* 6452
North Park 1500 N. *Ref* 5346 *Passed* 5407
Sheffield Av. 1945-48 *Ref* 5708 *Passed* 5743
Wrightwood 713 W. *Ref* 5293 *Passed* 5407
Christopher House *Ref* 6241 *Rejected* 6302
Compromise settlements: Sundry warrants *Passed* 5213, 5410, 5495, 5576, 5639, 5641, 5754, 5920, 5999-6000, 6069-70, 6203-04, 6282, 6383, 6451, 6580, 6583, 7295-96, 7772-73, 7923-24, 8111-12
Congregation of Debutazione of Maria SS. Lauretana *Ref* 5346, 7234, 7788 *Passed* 5407, 7296, 7911
Cook County School of Nursing *Ref* 5237, 5293, 5612, 6345, 7788, 7986 *Passed* 5352, 5407, 5642, 6381, 7911, 8112
Crawford Bible Church *Ref* 6120 *Passed* 6204
Cuneo (Frank) Hospital *Ref* 6557, 7805 *Passed* 7911
Dawes Center *Ref* 5708 *Passed* 5743
Donnelley (Elliott) Youth Center (2) *Ref* 7788

Warrants for Collection:
- Cancellations:
  - Drexel Home, Inc. [Home for Aged Jews] *Ref* 5457, 5708, 6046, 6421, 6602 *Passed* 5495, 5743, 6071, 6452, 7296
  - Edgebrook Community Church (United Church of Christ) *Ref* 5457, 5795 *Passed* 5496, 5843-44
  - Edgewater Hospital (2) *Ref* 5293, (2) 5708, 6602, 6464, (2) 7234, (2) 7788, 8316 *Passed* 5407, 5744, 7296, 6500, 7296, 7911
  - Evangelical Lutheran Church of St. Luke *Ref* 6345 *Passed* 6381
  - Faith Temple *Ref* 6464 *Passed* 7296
  - First Baptist Church of Maple Park *Rejected* 6218
  - First Liberal Psychic Church *Ref* 5293, 5875 *Passed* 5407, 5919
  - First Mount Calvary Church (2) *Passed* 5215
  - First Mount Calvary Missionary Baptist Church (2) *Ref* 8316
  - Harvey (Rev.) *Ref* 7986 *Passed* 8112
  - Hebron Welsh United Presbyterian Church *Passed* 5497
  - House of the Good Shepherd *Ref* 5457 *Passed* 5496
  - Humboldt Tabernacle *Ref* 5612 *Passed* 5642
  - Hyde Park Bible Church *Ref* 6240 *Passed* 6283
  - Jewish Community Centers:
    - Horwich, Bernard *Ref* 5457, 8316 *Passed* (2) 5215, 5496
    - Kaplan, Mayer (3) *Ref* 6046 *Passed* 6071 *Rejected* 6218
    - Strauss, Max *Ref* 6345 *Passed* 6381
    - 3003 W. Touhy *Ref* 6421 *Rejected* 7958
  - Jewish Home for the Aged [1648 S. Albany Av.] *Ref* 5293, 5346, 5612 *Passed* 5407, 5642 *Rejected* 5435
  - Langley Avenue Church of God *Ref* 7805 *Passed* 7911
  - Lawndale Youth Center *Ref* 6046 *Passed* 6071
  - Lower North Center (Chicago Youth Centers) *Ref* 5546, 6046 *Passed* 5576, 6071
  - Lutheran Day Nursery *Ref* 5708, 7788 *Passed* 5744, 7911
  - Lutheran Welfare Services of Illinois Thrift Shop *Ref* 6120, 7986 *Passed* 6204, 8112
  - Malacina, Harriet *Ref* 6240 *Rejected* 6457
  - Maplewood Baptist Church *Ref* 5293 *Passed* 5407
  - Marcy-Newberry Association, Inc. *Ref* 5795 *Passed* 5843-44
  - Marillac House *Ref* 5457, 7788 *Passed* 5576, 7911
  - Montrose Baptist Church *Ref* 5457, 8316 *Passed* 5496
  - McShane, Robert *Ref* 5457 *Passed* 5496
  - Municipal Contagious Disease Hospital *Passed* 5642
  - Municipal Tuberculosis Sanitarium *Passed* 5998-99, 7774
  - New Nazareth Baptist Church *Ref* 6240 *Passed* 6283
  - New Testament Church *Ref* 7986 *Passed* 8112
  - Northwest Home for the Aged *Ref* 5293, 5708, 7369 *Passed* 5744, 7832, *Rejected* 5435
  - Norwood Park Home *Ref* 6046, 7805, 8316 *Passed* 6071, 7911
  - Park View Home *Ref* 6120 *Passed* 6204
  - Pillar of Fire Church *Ref* 5293, 8316 *Passed* 5407
  - Pritzker (Nicholas J.) Center and Hospital *Ref* 5612, 7234 *Passed* 5215, 5642, 7296
  - Queen of All Saints Basilica *Passed* 5215
  - Quintana, (Mr.) C. *Ref* 5795
  - Ravenswood Hospital Medical Center (2) *Ref* 7369, 8316 *Passed* 7383
  - Reeves, Robert *Ref* 5612
  - Rehabilitation Institute of Chicago (3) *Ref* 5346, 5612, 6283, 6452 *Passed* 5408, 5642, 6240, 6421
  - Rest Haven Rehabilitation Center *Ref* 5457 *Passed* 5495
  - Resurrection Hospital *Ref* 5795 *Rejected* 5855

Warrants for Collection:
- Cancellations:
  - Roosevelt University *Ref* 5293 *Rejected* 5435
  - Sacramento (7154 N.) (private fire alarm box) *Rejected* 5520
  - St. Fidelis Rectory [1410 N. Washtenaw Av.] *Ref* 6421 *Passed* 6452
  - St. Fidelis School [1406 N. Washtenaw Av.] *Ref* 6421 *Passed* 6452
  - St. Joseph Hospital (5) *Ref* 6241, (2) 7788 Passed 6283, 7911
  - St. Lucy Convent (3) *Ref* 5457, 5612, 7234, 7805 *Passed* 5496, 5642, 7296, 7911
  - St. Luke's Evangelical Lutheran Church *Ref* 5708 *Passed* 5744
  - St. Mary Byzantine Church *Ref* 6240, 7986 *Passed* 6283, 8112
  - St. Mary of Nazareth Hospital (4) *Ref* 7788, 8316 *Passed* 7911
  - St. Mary's Church (Bishop of Pittsburgh) *Ref* 5875 *Passed* 5919
  - St. Peter Episcopal Church *Ref* 5293 *Passed* 5408
  - Salvation Army *Passed* (4) 5215
  - Schwab Rehabilitation Center (2) *Ref* 5457, 5950, 6240, 6557, 7392 *Passed* 5496, 5999, 6283, 6583, 7773-74
  - Second Church of Christ Scientist *Ref* 5608, 5795, 5950, 6120 *Passed* 5843-44, 5999, 6204 *Rejected* 6016, 6302
  - Society of the Little Flower *Ref* 7392 *Passed* 7773-74
  - South Side Hebrew Congregation *Ref* 6046, 6557, 7369 *Passed* 6071, 6583, 7383
  - Sundry warrants *Passed* 5213, 5409-10, 5495, 5641, 5754, 5920, 5999, 6070, 6204, 6451-52, 6500, 6557, 7296, 7773, 8112
  - Swedish Covenant Hospital *Ref* 8316
  - Temple Mizpah *Rejected* 5585
  - Twentieth Church of Christ Scientist (2) *Ref* 6046, 6421, (2) 7805, 7788 *Passed* 6071, 7911 *Rejected* 7958
  - Washington and Jane Smith Home *Ref* 6046, 6421 *Passed* 5215-16, 6071, 6204, 6452
  - Weiss, (Louis A.) Memorial Hospital *Ref* 5293 *Rejected* 5435
  - Y.M.C.A. (Logan Square) *Passed* 5215 *Ref* 5293 (3) *Passed* 5408 (3) *Ref* 5546 *Passed* 5576 *Ref* 6046 (3) *Passed* 6071 (3)
  - Y.M.C.A.: Wilson Av. (1725 W.) *Ref* 5795, 5845 (5)
  - Young Men's Jewish Council *Ref* 5612 *Passed* 5643
  - Zientek Post No. 419, American Legion *Ref* 5293 *Rejected* 5435

Warren Av.: Pipes at 649-53 W. connecting with 651-59 W. Washington Boul. [Hooker Glass & Paint Mfg. Co.] *Ref* 5455 *Passed* 5856-57

Warren Boul.: Building demolition 2426 W., 3040 W., 3050 W., 3058 W., 3122 W., 3201-05 W. *Passed* 6236

Washburn Av.:
- Building demolition 1800 W., 1858 W., 2005 W. *Passed* 5288-89, 8311
- Parking prohibited (all times): 1655-59 W. *Ref* 7975 2037 W. (30 ft.) *Ref* 7975
- Street vacation: Miller to Blue Island [Dept. of Urban Renewal et al.] Draft Ordnce. *Noted* 6036

Washington Boul. (*See also* Washington St.)
- Building demolition 2341 W., 2343 W., 2959 W., 3149 W. *Passed* 5541, 6236
- Lease: 4247 W. for Garfield Park Mental Health Center [Christian Bros. of Ill.] *Def* 5780 *Passed* 5879
- Loading device e. side of land taken for the northwest expressway [Hooker Glass & Paint Mfg. Co.] *Ref* 6341 *Passed* 6401 acceptance and bond *Noted* 7794
- Parking prohibited (all times): Hoyne (90 ft. e. to 37 ft. e.—s. side) *Ref* 5451 *Passed* 5692

Washington Home (Martha Washington Hospital): License-fee exemption *Ref* 6464 *Passed* 6500

- Washington and Jane Smith Home:
  - License-fee exemption *Ref* 7234 *Passed* 7297
  - Zoning-reclassification request [28-H] *Ref* 5811 *Def* 6304-05 *Passed* 6432
- Washington St. (*See also* Washington Boul.)
- Washtenaw Av.:
  - Parking prohibited (all times):
    - Belmont (125 ft. s.—e. side) Eliminating Ordnce. *Ref* 6227 *Passed* 7965
    - 15th Pl. to 16th (e. side) *Ref* 5451 *Passed* 6024
    - 1518 N. (25 ft.) *Eliminated* 6025
  - Parking prohibited (specified hours): Belmont (alley s. —e. side) *Ref* 6227
  - Sidewalks:
    - 83rd Pl. to 87th (e. side) *Ref* 6256 *Passed* 6404
    - 84th Pl. to 100 ft. s. to 160 ft. s. (w. side) *Ref* 6256 *Passed* 6404
    - 85th to 120 ft. s. to 130 ft. s. (w. side) *Ref* 6256 *Passed* 6404
- **Water, Bureau of:**
  - Appropriation for 1970 *See* 34, 375-423 (*Note* 6638)
  - Meter Division: Appropriation for 1970 *See* 35, 421-423 (*Note* 6638)
  - Pumping Station Operation Division: Appropriation for 1970 *See* 35, 392-404 (*Note* 6638)
  - Water Collection Division: Appropriation for 1970 *See* 34, 377-382 (*Note* 6638)
  - Water Distribution Division:
    - Appropriation for 1970 *See* 35, 38, 405-420, 442 (*Note* 6638)
    - Transfer of funds (1969) *Passed* 6480
  - Water Purification Division:
    - Appropriation for 1970 *See* 35, 383-391 (*Note* 6638)
- Water Collection Division (*See* Water, Bureau of)
- Water Distribution Division (*See* Water, Bureau of)
- Water Distribution Division Revolving Fund: Operation authorization for 1970 *See* 418 (*Note* 6638)
- Water Distribution Stock Account: Operation authorization for 1970 *See* 420 (*Note* 6638)
- Water Fund:
  - Appropriation for 1970 *See* 34-37, 367-440 (*Note* 6638)
  - Estimates for 1970 revenue *See* 5 (*Note* 6638)
- Water mains [*listed under* locations]
- Water meters [*listed under* locations]
- Water pumping stations [*listed as* pumping stations (general)]
- Water Purification Division [*listed under* Water, Bureau of]
- **Water rates:**
  - Cancellations:
    - Addison (8033 W.) [St. Francis Borgia Church] *Passed* 5218
    - Blackstone (7240 S.) [Essex Community Church] *Ref* 5708 *Passed* 5745
    - Brandon (13532 S.) [Hegewisch War Memorial] *Ref* 5795 *Passed* 6500
    - California (2221 S.) [Douglas Park Covenant Church] *Ref* 5875 *Passed* 5921
    - Christiana (1227 S.) [Nancy T. Robinson] *Ref* 6120 *Rejected* 6218
    - Cottage Grove (9108 S.) [Orleans Baptist Church] *Ref* 5950 *Passed* 6072-73
    - Grace (817 W.) [Faith Tabernacle Church] *Passed* 5497
    - Hermitage (4546 N.) [All Saint's Episcopal Church] *Rejected* 5585
    - Ingleside (8250-58 S.) [Church of America] *Ref* 6046 *Passed* 6205
    - Ingleside (8250 S.) [First Universalist Church of Chicago] *Ref* 5795 *Passed* 5845 Amendatory Ordnce. *Ref* 6231 *Passed* 6284
    - Kenmore (6107 N.) [Franciscan House of Studies] *Ref* 7986 *Passed* 8115

- **Water rates:**
  - Cancellations:
    - Lockwood (3330 N.) [St. Ladislaus Catholic Church] *Ref* 5950 *Passed* 5998
    - Longwood Dr. (10244 S.) [Beverly Unitarian Church] Amendatory Ordnce. *Rejected* 5934
    - Morse (1545 W.) [United Church of Rogers Park] *Ref* 6602 *Passed* 7298
    - Peterson (2959 W.) [Jewish Community Centers] *Passed* 6046
    - Peterson (2959 W.) [Jewish Community Center] *Ref* 6241 *Rejected* 6302
    - Pierce (4117 W.) [Emmaus Methodist Church] *Ref* 5950 *Passed* 5998
    - Ridge (7416 N.) [St. Scholastica High School] *Ref* 7855
    - Rosemont (2754 W.) [Ner Tamid Congregation] *Ref* 6602 *Passed* 7298
    - St. Lawrence (7400 S.) [St. Lawrence Church of God in Christ] *Passed* 5218
    - Washington Boul. (2040 W.) [Mile Square Community Health Center] *Ref* 5950 *Passed* 5998
    - 15th Pl. (3140 W.) [Beulah C. Ford] *Ref* 6241 *Rejected* 6302
    - 74th (1514 W.) [Church of Christ] *Ref* 7234 *Passed* 7297
    - 83rd (910 E.) [First Universalist Church of Chicago] *Ref* 5795 *Passed* 5845
    - 83rd (910 E.) [First Universalist Society of Chicago] *Ref* 5293 *Passed* 5497
  - Decreases:
    - Calumet (4449 S.) [Joseph Atwell] *Passed* 5519
    - Roscoe (2221 W.) [Charlene Conway] *Passed* 5519
- Water Saver Faucet Co.: Conduits *Ref* 6555 *Passed* 7224
- **Water and Sewers, Department of:**
  - Annual departmental reports *Filed* 5468
  - Appropriation for 1970 *See* 34, 38, 41, 371, 431, 442, 447-448 (*Note* 6638)
  - Water, Bureau of [*separate heading*]
- Water supply:
  - City-water purchasers:
    - Garden Homes Sanitary Dist. City-water resale to Village of Merrionette Pk. *Passed* 5226 *Journal correction* 5562
    - Harwood Heights, Village of *Passed* 5647-50
    - McCook, Village of *Passed* 7329-34
    - Melrose Park, Village of:
      - City-water resale to Hillside-Berkeley Water Commission Second Amendatory Ordnce. *Passed* 6518-20
      - City-water resale to Village of Maywood Amendatory Ordnce. *Passed* 6520-22
    - Metropolitan Sanitary Dist.:
      - City-water resale to City of Berwyn *Passed* 6508-12
      - City-water resale to City of Berwyn Repealing Ordnce. *Passed* 6508
      - City-water resale to Village of Melrose Park *Passed* 6512-18
    - Summit, Village of *Passed* 5770-73
    - Witco Chemical Corp. *Ref* 7992
  - Increase in water rate: amendment to Municipal Code *Ref* 6444 *Def* 6547-48 *Passed* 6626-28
- Water supply and pollution control: application for grant from U.S. Govt. *Passed* 5735
- Waterman, Roy: Zoning-reclassification request [9-F] *Ref* 5469 *Def* 6305 *Rejected* 6438
- Water Works System Certificates of Indebtedness Fund:
  - Appropriation for 1970 *See* 38, 441-442 (Note 6638)
  - Estimates for 1970 revenue *See* 5 (Note 6638)
- Water-supply pipes [*listed under locations*]
- Water-works certificates of indebtedness: Gen. Assem. urged to enact [H.B. 1812] *Def* 5594 *Noted* 5716

Waterworks and sewer systems bonds: interest rate increased; Gen. Assem. urged to enact [H.B. 2406 thru 2410] *Def* 5521 *Noted* 5613
Waterworks system:
  Filtration plants [*separate heading*]
  Meters [*listed under names of users or locations*]
  Service pipes [*listed under locations*]
  Supply pipes [*listed under locations*]
Waters, (Dr.) William: Reappointment (Lincoln Park Conservation Community Council) *Filed* 5177
Watkins Av.:
  Spec.-assess. foreclosures:
    11653 S., etc. *Passed* 6070
    11713-15 S., etc. *Passed* 6070
    11716 S. *Passed* 6070
    11749 S., etc. *Passed* 6070
    11805 S. *Passed* 6070
    11813 S. *Passed* 6070
Waveland Av.:
  Parking prohibited (all times):
    Cicero (alley e.—both sides) *Ref* 5603 *Passed* 6024
    Seminary to Sheffield (n. side) *Rejected* 7973
  Parking prohibited (specified hours): Seminary to Sheffield (n. side) *Ref* 6032-33
  Paving—Osceola to Olcott *Ref* 5470 *Passed* 5681
Weapons:
  Gun control legislation: Gen. Assem. and Congress urged to enact *Ref* 5607
  Gun control legislation: Congress urged to enact *Adopted* 8265
  Restrictions for sale of tear gas guns, mace, etc. same as for firearms: Gen. Assem. urged to enact [H.B. 1800] *Def* 5594 *Noted* 5716
  Retailers and newspapers requested not to advertise sale of guns and ammunition *Noted* 6225
Webster Av.: Parking prohibited (all times); Clark to Sedgwick (north side) *Rejected* 5450
Weight limitations of vehicles (*See Load limitations*):
Weight Watchers of Chicago: Cooper, (Executive Director) Richard; Congratulations extended *Adopted* 6419-20
**Weights and Measures, Department of:**
(*See* Consumer Sales, Weights and Measures, Dept of)
Weiner, Helmer: Zoning-reclassification request [2-M] *Ref* 7756
Weiss (Louis A.) Memorial Hospital: Vacation of alley *Passed* 5937-38
Weissler, (Rev.) Viator: Invocation *Noted* 8669
Weithers, John G.: Reappointment (Public Building Commission of Chgo.) *Approved* 6052
Wellington Av.: Scale at 4629 W. (adjoining pkwy.) [W. F. Hall Printing Co.] *Ref* 7983 *Passed* 8275
Wells, (Ald.) Joseph: Invocation *Ref* 5725
Wells St.:
  Leases:
    130 N. for Com. on Local Transportation [130 North Wells Bldg.] *Passed* 5202
    325 N. for Air Pollution Control [Arthur Rubloff and Co.] *Passed* 5196
    325 N. for Dept. of Environmental Control [Arthur Rubloff & Co.] *Passed* 8096
Wendnagel and Co., Inc. Switch track *Passed* 5248-49 acceptance and bond *Noted* 5729
Wentworth Av.:
  Building demolition 9556 S. *Passed* 5608
  Lease to City at (3146 and 3216 S.) Dept. of Human Resources *Passed* 5488-89
  Parking prohibited (all times): 95th (alley s.—both sides) *Ref* 5603 *Passed* 6024
  Parking prohibited (specified hours):
    93rd to 120 ft. n. of 94th (e. side) *Passed* 6330
    95th to 93rd (w. side) *Passed* 6330
    95th to 94th (e. side) *Passed* 6330
    97th to 125 ft. s. of 95th (both sides) *Passed* 6330
  Spec.-assess. foreclosure: 11714-18 S., etc. *Passed* 7923
West Burton Pl. Assn.: Sidewalk-sale permit *Passed* 5345
West End Av.: Parking prohibited (all times): Central (20 ft. e. to 30 ft. e.—s. side) *Ref* 5603 *Passed* 6024
West End Paper Stock Co.:
  Switch track Eliminating Ordnce. *Ref* 7757
  Switch track Repealing Ordnce. *Passed* 8275
West Point Missionary Baptist Church: License-fee exemption *Ref* 5612 *Passed* 5643
West Pullman Branch Elementary School: Property site approval (legally described) *Adopted* 5843
West Woodlawn Conservation Community Council: Reappointment of members (3) *Filed* 5177
Western Av.:
  Auto pound at Wood beneath Southwest Expwy.: lease agreement with State *Passed* 5639
  Building demolition 7120 S. (abandoned gas station) *Passed* 5788
  Leases:
    Water and Sewers, Dept. of: (legally described) [Baltimore and Ohio Chicago Terminal Railroad Company] *Passed* 8101
    1125 N. [Bongi Cartage, Inc.] *Passed* 5210-13
    1941 N. for Dept. of Human Resources [Carl DeMoon] *Passed* 6492
    5916 N. for Dept. of Streets and Sanitation [Peoples Pontiac, Inc.] *Passed* 6269-76
  Parking prohibited (all times):
    51st (150 ft. n.), 150 ft. s. Eliminating Ordnce. *Ref* 5535 *Passed* 6025
    65th (250 ft. n. to 255 ft. n.—w. side) *Ref* 6226
    65th (250 ft. n. to 350 ft. n.—w. side) *Passed* 6328
    76th to 77th (w. side) *Ref* 8303
    8110 S. *Ref* 5785
  Parking prohibited (specified hours):
    Augusta Boul. (200 ft. n. to 200 ft. n.—e. side) *Ref* 6335 *Passed* 7966
    73rd (200 ft. n. to 200 ft. n. of 74th—w. side) *Rejected* 5450
  Parking restricted (all times):
    106th to 107th *Ref* 7800
    1414 S. *Ref* 7976
    2415-21 S. *Ref* 8304
  Parking restricted (specified hours):
    Arthur (133 ft. n. to 50 ft. n.—e. side) *Eliminated* 6027
    102nd to 103rd W. (west side) *Passed* 5448
    103rd to 104th (e. side) Amendatory Ordnce. *Ref* 6552 *Rejected* 7973
    103rd to 104th (e. side) *Ref* 5535 *Passed* 6026 Amendatory Ordnce. *Ref* 6415 *Passed* 7968
Western Concessions, Inc.:
  Chicago-O'Hare International Airport: agreement to provide hotel facilities *Ref* 5562
  Lease at Chicago-O'Hare International Airport for hotel facilities *Def* 8139-52
Western Indiana Railroad Co. et al.: Vacation of alley Draft Ordnce. *Noted* 5702 *Passed* 8286-87
Western International Hotels Co.: Zoning-reclassification request [3-E] *Ref* 7995
Western National Bank of Cicero (Tr.): Vacation of alley *Passed* 6315
Western Transportation Co.: Easement agreement for construction of approaches, etc. to W. 35th St. Bridge *Passed* 5222-23
Western Union Telegraph Co.: Lease at Chicago-O'Hare International Airport *Passed* 5379-80
Westside Variety Store, Inc.: Lease to City at 2815 W. Harrison *Passed* 8096
Wham, (Judge) Benjamin: Death memorial *Adopted* 6446
Wharves and wharving privileges (*See* Docks, wharves, etc.)
Wheel Tax Fund (*See* Vehicle Tax Fund)

- Whiston (Frank M.) and Co.:
  - Pipes acceptance and bond *Noted* 5180
  - Steam pipes *Ref* 7783 *Passed* 8274-75
  - Vault *Ref* 6417 *Passed* 7224
- White, John L.: Zoning-reclassification request [5-L] *Ref* 5622 *Def* 6018 *Passed* 6168
- Whitely Estates Corporation:
  - Spec.-assess. settlement *Passed* 5753
  - Zoning-reclassification request [28-H] *Ref* 5183 *Def* 5593 *Ref* 5622 *Rejected* 5715 *Def* 6020 *Rejected* 6181
- Whitney Development Co. c/o Green, Murnighan & Kane:
  - Zoning-reclassification request [13-P] *Ref* 5622
- Wieboldt Stores:
  - Pipe tunnel *Ref* 8313
  - Switch track *Ref* 6239 *Passed* 6314-15 acceptance and bond *Noted* 7217
- Wigoda, (Ald.) Paul T.: Environmental Control, Com. on: Membership *Def* 6593 *Adopted* 7235
- Wilcox St.:
  - Building demolitions:
    - 2659 W. *Passed* 6236
    - 2815 W. *Passed* 6236
    - 2925 W. *Passed* 6236
- Willett Motor Coach Company: Spec.-assess. settlement *Passed* 5407
- Willow St.:
  - Conduits bet. Marcey and vault [Turtle Wax, Inc.] *Passed* 5248 acceptance and bond *Noted* 5620
  - Street opening: Fern Ct. to St. Michaels Ct. [Dept. of Urban Renewal] Draft Ordnce. *Noted* 7233
  - Switch track e. of Marcey [Deppe-Vienna Baking Co.] Repealing Ordnce. *Ref* 5623 *Passed* 5859
  - Vault at 1024 W. [Turtle Wax, Inc.] *Passed* 5248 acceptance and bond *Noted* 5620
- Wilson Av.:
  - Building demolition 856 W. (abandoned gasoline service station) *Passed* 6463
  - Lawrence Av. underflow system monitoring wells w. of Harding *Passed* 5645-46
  - Parking prohibited (all times):
    - Hazel (240 ft. e. to 105 ft. e.—s. side) *Passed* 6024
    - 827 to 837 W.—s. side *Ref* 5535
  - Speed limit: Cicero to Kildare *Ref* 5536
  - Through streets (established): Elston to Kennedy Expwy. *Ref* 6109 *Rejected* 7973
  - Water-supply pipes: Clarendon to Hazel *Passed* 6004
- Wilson, Henry P.:
  - Appointment (Human Relations, Commission on) *Approved* 5185
  - Oath of office *Noted* 5564
- Wilson, Minor K.: Reappointment (Rehabilitation of Persons, Comn. for) *Ref* 6186 *Approved* 6310
- Wilson Pharmaceutical and Chemical Corp.: Vacation of alley Draft Ordnce. *Noted* 6599
- Winneconna Park Associates: Property purchase from Urban Renewal, Dept. of (No. 69-DUR-140) *Ref* 6560 *Def* 8301-02
- Winnemac Av.:
  - Parking prohibited (all times): 1625 W. *Ref* 7975
  - Property sale advertisement at 1618-20 W. Winnemac *Passed* 6370
- Winnetka Investment Co.: Spec-assess. settlement *Passed* 7922
- Winona St.:
  - Parking prohibited (all times):
    - California (295 ft. e. to 85 ft. e.—s. side) *Ref* 5603-04 *Passed* 6024
    - California (325 ft. e. to 100 ft. e.—s. side) Eliminating Ordnce *Ref* 5603-04 *Passed* 6024
- Winthrop Av.:
  - Property acquisition at 4646-50 N. for totlot purposes *Filed* 5783
- Winthrop Av.:
  - Sewer easement release at 5841 N. [Cosmopolitan National Bank (Tr.)] *Passed* 5923-24
  - Water-supply pipes: Hollywood to Sheridan *Passed* 5646
- Wisconsin Can Co.: Lease at Chicago Midway Airport *Passed* 5380-81
- Witco Chemical Corp.: Water-supply contract with City *Ref* 7992
- Wolcott Av.:
  - Art-show or street-fair permit bet. Iowa and Wolcott (915 N.) [Taylor Settlement House] *Passed* 5947
  - Building demolitions:
    - 4543 N. *Passed* 6419
    - 6239 S. *Passed* 8309-10
    - 6454 S. *Passed* 5342
  - Parking prohibited (all times):
    - 5454 N. (30 ft.) Eliminating Ordnce. *Ref* 8304
    - 5454 N. (40 ft.) *Ref* 8304
  - Spec.-assess. foreclosures: 11839 S., etc. *Passed* 6070
  - Street closing: Estes to Greenleaf [Rogers Park Baptist Church] *Passed* 5949
  - Street vacation bet. Elston and n.e.-s.e .alley bet. Elston and Lister [Chgo. Title & Trust Co. (Tr.)] *Passed* 5528-29
- Wolke and Kotler, Inc.: Oil tank *Ref* 7804 *Passed* 8275
- Wood, (Gen.) Robert E.: Death memorial *Adopted* 6358-59
- Wood St.:
  - Carnival-street fair permit bet. 45th and 46th [Holy Cross Church] *Passed* 5540
  - Parking prohibited (specified hours): 7028 S. (45 ft.) *Ref* 7976
  - Spec.-assess. foreclosures: 10500 S. *Passed* 6383-84
  - Through streets (established): 59th to 67th *Ref* 6228 *Rejected* 7973
- Woodlawn A.M.E. Church: Building permits (free) *Ref* 5545 *Passed* 5577
- Woodlawn Av.:
  - Conduits at 58th (112 ft. n.) [Chicago Theological Seminary] *Ref* 7783 *Passed* 8270
  - Parking prohibited (all times): 78th to 79th (west side) *Passed* 5447
  - Steam line and condensate return n. of 58th [Chicago Theological Seminary] *Ref* 6036 *Passed* 6098
  - Telephone duct, etc. at University s. of 60th [University of Chicago] acceptance and bond *Noted* 5180
  - Water-supply pipes: 103rd *Passed* 8127
- Woodlawn Baptist Church: License-fee exemption *Ref* 5545 *Passed* 5578
- Woodlawn Hospital: License-fee exemption *Ref* 6601 *Passed* 7297
- Woodstock Children's Home: Annual report (1969) *Filed* 6089
- Woodwork Corp. of America:
  - Vacation of alley Draft Ordnce. *Passed* 5537-38
  - Zoning-reclassification request [4-G] *Ref* 5469
- Woolworth (F.W.) Co.:
  - Passageway, stairway and display windows *Ref* 5538
  - Vault acceptance and bond *Noted* 5320
- Workable Program for Community Improvement (1968): annual recertification *Ref* 5466 *Def* 5584-85 *Approved* 5709
- Working Cash Fund (City): Transfer of monies to Corporate Purposes Fund *Passed* 6363
- Working Cash Fund Bonds (1969):
  - Acceptance for purchase of $20,000,000 *Passed* 6191 *See* 6188, 6189
  - Indebtedness increased: Gen. Assem. urged to enact [H.B. 2006] *Def* 5595 *Noted* 5717
  - Issuance $20,000,000 (*See* 6188, 6189) *Passed* 6116-18, 6191
  - Reduction in tax-levy *Passed* 7759-60

Worsham College of Mortuary Science: Vault *Passed* 5249 acceptance and bond *Noted* 5729

Wright Air Lines, Inc.: Lease at Merrill C. Meigs Field *Passed* 6068-69

Wrightwood Ave.:
- Carnival permit bet. Lakeview and Pine Grove [Harris School] *Passed* 6119
- Street opening: Lakeview to Stockton *Ref* 7984

Wyler (Silvain and Arma) Children's Hospital (University of Chicago): License-fee exemption (2) *Ref* 7234 *Passed* 7297

Yale Av.: Parking prohibited (specified hours); 95th to 97th (both sides) *Passed* 6330

Yates Av.: Name designation; *Service Dr.* bet. 100th and alley s. (both sides) *Ref* 8305-06

Young, (Comdr.) John W.: Welcome extended to Astronauts *Noted* 5722

Young Men's Christian Association (Tr.):
- Building permits (free) 3610 W. Fullerton *Ref* 5708 *Passed* 5744
- Conduit *Ref* 6236 *Passed* 6312
- Covered bridge *Ref* 5790 *Passed* 5935 acceptance and bond *Noted* 6254

Young Women's Christian Association:
- Building permits (free) *Ref* 5456, 5496

Zarco Industrial Finishes and 3159 W. 36th St. Bldg. Corp.: Vacation of alley Draft Ordnce. *Noted* 5288

Zari, Leo J.: Property purchase from Dept. of Urban Renewal (No. 69-DUR-47) *Def* 5275 *Passed* 5352

Zartman, James:
- Appointment (Human Relations, Mayor's Commission on) *Ref* 7246 *Approved* 7380
- Oath of Office *Noted* 7853

Zeitlin, Sam and Ida: Lease to City *Passed* 7904, 7907

Ziman, Hannah: Spec.-assess. settlement *Passed* 5753

Zipperman, Sidney: Zoning-reclassification request [9-H] *Ref* 5969 Amendatory Ordnce. *Def* 6305 *Passed* 6432

Zoning Board of Appeals:
- Appeals to be taken within 30 days: Gen. Assem. urged to enact [H.B. 1794] *Def* 5594 *Noted* 5716
- Appropriation for 1970 *See* 24, 250-251 (*Note* 6638)
- Reappointment of members *Approved* 5809 *Ref* 6443 *Approved* 7219

Zoning Classifications [listed, but designated among Zoning reclassifications]

**Zoning Ordinance, Chicago:**
- Administration:
  - Section 11.9-4 (Processing of Applications) *Filed* 5181, 5321, 5566
  - Section 11.10-5 (time limitation extension for period of validity of variations, etc.) *Ref* 5786 *Def* 6303 *Passed* 6425
- Business Districts:
  - Section 8.4-1 (5) amendment: nursing homes and convalescent homes *Def* 5593 *Passed* 5712
- Commercial Districts:
  - Sections 9.3-B (28) (29) and 9.4-1 amendment: Riding academies and horse stables *Ref* 6416 *Passed* 7219
- General Provisions:
  - Section 5.7-5 (1) (amendment): Height of certain fences and walls increased *Ref* 5340
- Residence Districts:
  - Section 7. 5(6) amendment deleting last paragraph (efficiency units) *Passed* 5294
  - Section 7.5(6)a: efficiency units *Ref* 7782
  - Section 7.8-4 (1) (amendment): Side yards adjoining streets or alleys *Def* 5336 *Passed* 5459
  - Section 7.8-6(1) (2): minimum side yards *Ref* 7782
  - Sections 7.12-2(9) and 7.12-3(2) multiple family dwellings *Ref* 7782

**Zoning reclassifications (maps of 5-29-57 and as Amended):**

*Entries pertaining to the comprehensive amendment to the Chicago Zoning Ordinance reflect amendments shown on maps lettered from A to T and numbered North of Madison by odd Nos. 1 to 19 and numbered South of Madison by even Nos. 2 to 34 (except as otherwise specified). Streets and alleys denote boundaries of districts affected.*

- 1-E [Chicago, 175 ft. e. of alley e. of Michigan, alley s. of Chicago, 295 ft. e. of Michigan, Superior, 130 ft. e. of Michigan, alley s. of Chicago, alley e. of Michigan] B7-6 Gen. Central Bus. to B6-7 Rest. Central Bus. *Ref* 6360 *Def* 7219-20 *Passed* 7370
- 1-E [Chicago River (s. Dock Line), 3.095 ft. e. of Michigan, 140 ft. s. of Randolph, 2,022 ft. e. of Michigan, Randolph, Stetson, Lake, Beaubien Ct., South Water, 55.53 ft. w. of Beaubien Ct., alley n. of South Water alley e. of Michigan 138.74 ft. n. of alley n. of South Water, 55.53 ft. w. of Beaubien Ct., 428.773 ft. n. of South Water, 19.69 ft. w. of Beaubien Ct., 468.819 ft. n. of South Water, 68.43 ft. e. of Beaubien Ct.] C3-7 Comm. Mfg. to Residential-Business Planned Development *Ref* 5882-83 *Def* 6018 *Passed* 6120-21
- 1-F [Haddock Pl. (51.2 ft. n.), State, Haddock, 80.5 ft. w. State] B6-7 Rest. Central Bus. to B7-7 Gen. Central Bus. *Ref* 5182 *Def* 5592 *Passed* 5714
- 1-F [Ontario, 88 ft. w. State, 107 ft. s. Ontario, 79 ft. w. State, Ohio, Dearborn] B5-5 Gen. Central Bus. to B7-6 *Def* 5336 *Passed* 5459
- 1-H [Grand, 55 ft. e. of Western, 105 ft. s. of Grand, alley e. of Western, 185 ft. s. of Grand ,Western] M1-2 Rest. Mfg. to C1-2 Rest. Comm. *Def* 7221 *Rejected* 7372
- 1-H [Grand (137.3 ft. n.) CTA R/W, 114.3 ft. n. of Grand, alley w. of Hermitage] R3 Gen. Res. to M1-2 Rest. Mfg. *Def* 7221 *Rejected* 7372
- 1-I [Maypole, 278.35 ft. e. of alley, e. of California, Washington, 187.23 ft. e. of California, alley n. of Washington, alley e. of California] R4 Gen. Res. to R5 Gen. Res. *Ref* 5340 *Def* 5592 *Rejected* 5715
- 1-J [CNW RR. (n. of R/W), alley e. of Avers, 98 ft. s. of R/W of CNW RR., Avers] R3 Gen. Res. to M1-2 Rest. Mfg. *Def* 5336 *Passed* 5459-60
- 1-K [Washington Boul., Pulaski Rd., alley s. of Washington Boul., 125 ft. w. of Pulaski] B3-3 Gen. Retail to B5-2 Gen. Service *Ref* 5787 *Def* 6018 *Passed* 6168
- 1-L [Washington Boul. (alley n.), 50 ft. w. of Cicero, Washington Boul., 100 ft. w. of Cicero] R4 Gen. Res. to B4-2 Rest. Service *Ref* 5469 *Def* 6019 *Passed* 6169
- 1-M [Madison (alley n.), Mason, Madison, Austin Boul.] B4-2 Rest. Service to C1-2 Rest. Comm. *Ref* 5730 *Def* 6304 *Passed* 6425
- 2-G [Flournoy (alley s.), alley w. of Laflin, alley n. of Polk, 150 ft. w. Laflin, Polk, alley e. of Ashland] R4 Gen. Res. to R5 Gen. Res. *Passed* 5308
- 2-G [Harrison, Loomis, alley s. of Harrison, Laflin, alley s. of Harrison, alley w. of Laflin, alley s. of Harrison, alley e. of Ashland] MI-3 Rest. Mfg. to R5 Gen. Res. *Passed* 5296
- 2-G [Harrison, Racine, alley s. of Harrison, Lytle] C1-3 Rest. Comm. to R5 Gen. Res. *Passed* 5296
- 2-G [Quincy, Throop, Cottage Pl., 298.66 ft. w. of Throop] R5 Gen. Res. to M1-3 Rest. Mfg. *Ref* 5968 *Def* 6398
- 2-G [Taylor, alley e. of Ashland, alley n. of Roosevelt, Loomis, Roosevelt, Ashland] B4-2 Rest. Service, B4-3 Rest. Service, and C1-2 Rest. Comm. to R4 Gen. Res. *Passed* 5307
- 2-G [Taylor (alley n.), Aberdeen, Taylor, Carpenter, 95 ft. s. of Taylor, May] R4 Gen. Res. to B2-2 Rest. Retail *Passed* 5296-5307
- 2-G [Taylor (alley n.), Carpenter, Taylor, Aberdeen] B2-1 Rest. Retail to B4-2 Rest. Service *Passed* 5307
- 2-G [Taylor (alley n.), Laflin, alley n. of Taylor, Bishop, Taylor, Laflin, alley s. of Taylor, alley w. of Laflin, Taylor, Garibaldi] B4-2 Rest. Service to B2-2 Rest. Retail *Passed* 5307
- 2-G [Taylor (alley n.), Miller, 98 ft. n. Taylor, alley e. of Miller, Taylor, Carpenter] R4 Gen. Res. and C1-3 Rest. Comm. to B2-2 Rest. Retail *Passed* 5307

**Zoning reclassifications:**

2-G [Taylor, alley n.w. of Blue Island, alley s. of Taylor, Carpenter] R4 Gen. Res. to B4-2 Rest. Service *Passed* 5307

2-G [Taylor, Blue Island, Roosevelt, alley e. of May, alley n.w. Blue Island, 11th, alley e. of Carpenter, alley n.w. Blue Island] C1-3 Rest. Comm. to R4 Gen. Res. *Passed* 5307

2-G [Vernon Pk. Pl., alley w. of May, Polk, May, alley n. of Taylor, Racine] R5 Gen. Res., B4-2 Rest. Service. B4-3 Rest. Service and C2-2 Gen. Comm. to R4 Gen. Res. *Passed* 5307-08

2-K [Madison, 342 ft. e. of Keeler, alley s. of Madison, Keeler] B3-3 Gen. Retail to B5-2 Gen. Service *Def* 5336 *Passed* 5460

2-L [Arthington (alley n.), alley w. of Cicero, Arthington, 50 ft. w. of alley w. of Cicero] R3 Gen. Res. M1-2 Rest. Mfg. *Ref* 7218 *Def* 8262

2-L [Flournoy (alley n.), Lockwood, Flournoy, 704.51 ft. w. Lockwood] R3 and R4 Gen. Res. to C1-2 Rest. Comm. *Passed* 5294

2-L [Jackson Boul., Leamington, alley s. of Jackson Boul., 83 ft. e. of Laramie] R3 Gen. Res. to R4 Gen. Res. *Ref* 7995

2-L [Lexington, Long, 103.15 ft. n. of CGW RR., 602.05 ft. w. Long, 224.77 ft. n. of CGW RR., 400.37 ft. w. of Long, 121.47 ft. s. Lexington, 75 ft. w. of Long] B3-2 Gen. Retail to M1-2 Rest. Mfg. *Passed* 5294

2-L [Madison, 149 ft. e. of Central, alley s. of Madison, Central] B3-3 Gen. Retail to B5-2 Gen. Service *Def* 5592 *Passed* 5714 *Re-refer* 5805 *Def* 6018 *Passed* 6168 6168

2-M [Adams (52 ft. n.), Parkside, Adams, alley w. of Parkside] R3 Gen. Res. to R4 Gen. Res. *Ref* 7756

2M [Adams, 103.10 ft. n.), Central, Adams, alley w. of Central] R3 Gen. Res. to B4-1 Rest. Service *Def* 5337 *Rejected* 5462

2-M [Madison, Central, alley s. of Madison, Parkside] B3-3 Gen. Retail to C1-3 Rest. Comm. *Ref* 5452 *Def* 5591 *Passed* 5713

3-E [Bellevue (alley n.), 416 ft. w. of Lake Shore Dr., Bellevue Pl., alley e. of Rush] R7 Gen. Res. to R8 Gen. Res. *Ref* 5731 *Def* 6020 *Rejected* 6181

3-E [Division, 105 ft. e. of alley, e. of State, alley s. of Division, alley e. of State] R7 Gen. Res. to B4-5 Rest. Service *Def* 6020 *Rejected* 6182

3-E [Walton (107.61 ft. s.) 381 ft. e. of Michigan, Delaware, 226 ft. e. of Michigan] R8 Gen. Res. to B6-6 Rest. Central Bus. *Ref* 7995

3-F [Blackhawk (99 ft. s.), Larrabee, 395.97 ft. s. of Blackhawk, Siebens Pl., Ogden, Blackhawk, 280 ft. w. of Larrabee] R4 Gen. Res., C1-2 Rest. Comm. and M1-2 Rest. Mfg. to R6 Gen. Res. *Ref* 6360 *Def* 7220 *Passed* 7370

3-F [Clybourn, 223.31 ft. s.e. of Ogden, Clybourn, 117.12 ft. s.w. of Clybourn, 251.57 ft. n. of Evergreen, 117.12 ft. s.w. on Clybourn, 251.57 ft. n. of Evergreen, 105.92 ft. s.e. of Ogden, Clybourn] R4 Gen. Res. to Residential Planned Development *Ref* 6035 *Def* 6304 *Passed* 6426

3-F [Goethe, Dearborn Pkwy., 170 ft. n. of Division, alley w. of Dearborn] R6 Gen. Res. to R7 Gen. Res. *Def* 6020 *Rejected* 6182

3-F [Maple, State, Oak, alley w. of State] R7 Gen. Res. to B7-6 Gen. Central Bus. *Ref* 7995

3-F [North (90 ft. s.) LaSalle, Schiller, 172 ft. e. of Wells, alley s. of Burton Pl., alley w. of LaSalle, alley n. of Burton Pl., alley w. of LaSalle, alley s. of North, alley w. of LaSalle] R6 Gen. Res. to R7 Gen. Res. *Ref* 5340-41

3-F [North (90 ft. s.), LaSalle, 350 ft. s. of North, alley w. of LaSalle, 238.26 ft. s. of North, alley w. of LaSalle, alley s. of North, alley w. of LaSalle] R6 Gen. Res. to R7 Gen. Res. *Def* 5336 *Passed* 5460

3-F [North (238.26 ft. s.), LaSalle, 350 ft. s. of North, alley w. of LaSalle] R6 Gen. Res. to B4-5 Rest. Service *Def* 6305 *Rejected* 6438

3-F [Schiller, alley e. of Clark, 104.97 ft. s. of Schiller, 38.57 ft. e. of Clark] B4-4 Rest. Service to R6 Gen. Res. *Ref* 6110 *Def* 6398 *Passed* 6467

**Zoning reclassifications:**

3-F [Schiller, LaSalle, 191 ft. n. of Division, alley w. of LaSalle] R6 Gen. Res. to R7 Gen. Res. *Ref* 5537 *Def* 6020 *Rejected* 6182

3-F [Schiller (s. line), 169.62 ft. s.e. of Ogden, Schiller, 117.12 ft. s.w. of Clybourn, 251.57 ft. n. of Evergreen, 117.12 ft. s.w. of Clybourn, 251.57 ft. n. of Evergreen. 370 ft. e. of Ogden, Evergreen, 142.52 ft. s.e. of Ogden] Residential Planned Development to R4 Gen. Res. *Ref* 6035 *Def* 6304 *Passed* 6426

3-G [Division, 36 ft. e. of alley e. of Noble, Haddon, alley e. of Noble] C1-2 Rest. Comm. to R4 Gen. Res. *Ref* 6229 *Def* 6398 *Passed* 6467

3-H [Chicago (alley n.), Paulina, Chicago, Wood] B3-2 Gen. Retail to C2-2 Gen. Comm. *Passed* 5294-95

3-M [North, Mason, alley s. of North, Austin] B4-1 Rest. Service to B2-1 Rest. Retail *Ref* 7801

4-F [18th (alley n.), Desplaines, 18th, Ruble] R4 Gen. Res. to C1-2 Rest. Comm. *Ref* 5621 (Protest) *Ref* 6255 *Def* 6399 *Rejected* 6468

4-G [17th, alley e. of Ashland, 75 ft. s. of 17th, Ashland] B4-2 Rest. Service to M1-3 Rest. Mfg. *Ref* 6255 *Def* 7220 *Passed* 7370

4-G [21st (168.48 ft. n.), alley e. of Laflin, 21st, Laflin, 144.46 ft. n. of 21st, 67.025 ft. e. of Laflin] C1-2 Rest. Comm. to M1-4 Rest. Mfg. *Ref* 5469

4-K [16th, Keller, alley s. of 16th, Kildare] C1-2 Rest. Comm. to B4-2 Rest. Service *Ref* 6110 *Def* 6398 *Passed* 6467

5-F [Armitage, (100 ft. n. of alley n.) Clark, Lincoln Park West, Armitage] R6 Gen. Res., B3-5 Gen. Retail and B4-4 Rest. Service to R7 Gen. Res. *Ref* 7995

5-F [Lincoln Park Project (I)] *Ref* 6187

5-F [Webster, alley w. of Cleveland, Lincoln, Cleveland, Dickens, alley s.w. of Lincoln, alley n. of Dickens, Larrabee] C1-3 Rest. Comm. to R5 Gen. Res. *Def* 6398 *Passed* 6467

5-H [CMStP&P RR. R/W (alley s.), alley e. of Honore, 25 ft. s. of alley next to CMStP&P RR. R/W, Honore] R3 Gen. Res. to M1-1 Rest. Mfg. *Ref* 5340 *Def* 6020 *Rejected* 6182

5-J [Bloomingdale (108 ft. s.), alley e. of Kimball, 155 ft. s. of Bloomingdale, Kimball] R3 Gen. Res. to M1-1 Rest. Mfg. *Ref* 5182 *Def* 5591 *Passed* 5713

5-L [Cortland (alley n.), 186.36 ft. e. of Lamon, Cortland, Grand, Lamon] R3 Gen. Res. to M1-1 Rest. Mfg. *Ref* 5622 *Def* 6018 *Passed* 6168

5-L [Wabansia, 51 ft. w. of Cicero, alley s. of Wabansia, 81 ft. w. of Cicero] R3 Gen. Res. to C2-1 Gen. Comm. *Def* 6020 *Rejected* 6182

5-N [CMStP&P RR. Newland, alley n. of Palmer, alley w. of Newland] R2 Single Fam. Res. to R4 Gen. Res. *Ref* 6055 *Def* 6398 *Passed* 6467

5-N [Medill, CMStP&P RR. R/W, Nordica, alley n. of Belden, Neva] M1-1 Rest. Mfg. to B4-3 Rest. Service *Def* 7221 *Rejected* 7372

5-N [North (alley n.), Oak Park, North, Newcastle] B3-1 Gen. Retail to B4-1 Rest. Service *Ref* 6448 *Def* 7221 *Rejected* 7372

6-E [26th (2 ft. n.), IC RR. R/W, 97 ft. s. of 26th, Iglehart Ct., 203.25 ft. s. of 26th, Iglehart Ct.] R5 Gen. Res. to M2-4 Gen. Mfg. *Def* 6305 *Rejected* 6438

6-F [24th (50 ft. s.), w. of Dan Ryan Expwy. R/W, Wentworth] C1-3 Rest. Comm. to C1-4 Rest. Comm. *Ref* 5731 *Def* 6019 *Passed* 6169

6-H [Cermak (alley s.), Leavitt, 225 ft. s. of alley s. of Cermak, alley w. of Leavitt] R3 Gen. Res. to C1-1 Rest. Comm. *Ref* 5622 *Def* 6398 *Passed* 6467-68

6-J [31st (50 ft. n.) alley e. Drake, 31st, Drake] R3 Gen. Res. to B4-1 Rest. Service *Ref* 5284 *Def* 5591 *Passed* 5713

7-F [Arlington Pl., 125 ft. e. of Clark, 99 ft. 10 in. s. of Arlington Pl., 50 ft. e. of Clark] R7 Gen. Res. to B4-4 Rest. Service *Ref* 5565 *Def* 6020 *Rejected* 6181

7-F [Fullerton Pkwy. (175 ft. n.), Clark, Fullerton Pkwy., alley w. of Clark] R6 Gen. Res. to B4-4 Rest. Service *Ref* 7854

7-G [George (93.6 ft. n.), Sheffield, George, alley w. of Sheffield] B4-2 Rest. Service to C1-2 Rest. Comm. *Ref* 5968 *Def* 6305 *Rejected* 6438

**Zoning reclassifications:**

7-G [Nelson (132. ft. n.), Dayton, Wellington, Mildred, Oakdale, 103 ft. w. of Mildred, alley s. of Wellington, CTA R/W, 319.9 ft. n. of Wellington, Wilton, Nelson, 281 ft. w. of Dayton] Planned Development and R5 Gen. Res. to Residential Planned Development *Ref* 6054 *Def* 6304 *Passed* 6426

7-G [Wellington (325 ft. n.), Sheffield, 150 ft. n. of Wellington, alley w. of Sheffield] B4-2 Rest. Service to R4 Gen. Res. *Ref* 6054 *Def* 6399 *Rejected* 6468

7-L [Diversey (alley n.), Laramie, Diversey, Lockwood] B4-2 Rest. Service to B4-3 Rest. Service *Def* 6020 *Rejected* 6182

7-N [Altgeld, Central, alley n. of Fullerton, alley w. of Central] B4-1 Rest. Service and B3-1 Gen. Retail to R4 Gen. Res. *Ref* 7854

7-N [Belmont, alley w. of Neenah, Barry, CMStP&P RR. R/W] R3 Gen. Res. to R4 Gen. Res. *Passed* 5309

7-N [Diversey, 133 ft. e. of Oak Park, Diversey, Oak Park] B1-1 Local Retail to B4-1 Rest. Service *Ref* 7995

7-N [Schubert, 209 ft. 10¼ in. e. of Nordica, 50 ft. s. of Schubert, Nordica] R3 Gen. Res. to R4 Gen. Res. *Def* 6020-21 *Rejected* 6182

8-E [31st (36 ft. s.), King Drive, 180 ft. s. of 31st, Calumet] R5 Gen. Res. to B4-3 Rest. Service *Ref* 5357 *Def* 5592 *Rejected* 5715

8-E [36th (284 ft. n.), Cottage Grove, 36th, 150 ft. w. of Cottage Grove] C1-3 Rest. Comm. and R5 Gen. Res. to R4 Gen. Res. *Ref* 5786-87 *Def* 6018 *Passed* 6168

8-F [33rd, Shields, 35th, Penn-Central RR. R/W M1-2 Rest. Mfg. to Res. Planned Development *Ref* 5357

8-G [32nd Pl. (50 ft. s.) Racine, 33rd, alley w. of Racine] B2-1 Rest. Retail to R3 Gen. Res. *Passed* 5295

8-G [37th, Halsted, 130 ft. s. of 37th, alley w. of Halsted] R4 Gen. Res. to M1-2 Rest. Mfg. *Ref* 5969 *Def* 6305 *Rejected* 6438

8-H [Alton RR. (n.w. line of R/W), Damen, 34th] R3 Gen. Res. to M1-2 Rest. Mfg. *Ref* 5969 *Def* 6304 *Passed* 6426

8-H [35th, 75 ft. w. of Bell, alley s. of 35th, Oakley] M1-2 Rest. Mfg. to R4 Gen. Res. *Def* 6305 *Rejected* 6438

8-K [33rd (250 ft. s.), 144 ft. w. of Kostner, 868.83 ft. s. of 33rd, City limits] C4 Motor Freight Terminal to M2-3 Gen. Mfg. *Ref* 7756 *Def* 8262

9-F [Belmont (145 ft. n.), 119 ft. e. of Broadway, Belmont, 69 ft. e. of Broadway] R7 Gen. Res. to B4-4 Rest. Service *Ref* 5469 *Def* 6305 *Rejected* 6438 *Ref* 8306

9-G [CTA (R/W), alley w. of Sheridan Rd., Dakin, alley w. of Sheridan, Byron, Seminary] R5 Gen. Res. to R6 Gen. Res. *Ref* 5621

9-G [Grace (142 ft. n.), Broadway, Grace, 268 ft. w. of Broadway] B3-5 Gen. Retail to B4-5 Rest. Service *Ref* 5605 *Def* 5663 *Passed* 5801

9-G [Sheridan Rd., Broadway, 142 ft. n. of Grace, 266 ft. w. of Broadway, 200 ft. n. of Grace, alley e. of Fremont, 128 ft. s. of Sheridan Rd., 229 ft. e. of Fremont] B3-4 Gen. Retail and B4-4 Rest. Service to B4-5 Rest. Service *Ref* 5566 *Def* 5663 *Passed* 5801

9-H [CTA (70 ft. n. of R/W), alley e. of Paulina, n. line of CTA R/W, Paulina] R3 Gen. Res. to B2-2 Rest. Retail *Ref* 5969 Amendatory Ordnce. *Def* 6305 *Passed* 6432

9-H and 11-H [Irving Pk. Rd. (alley n.), Ravenswood, alley s. of Irving Pk. Rd., CTA R/W, (Ravenswood branch)] M1-2 Rest. Mfg. to B5-2 Gen. Service *Ref* 7368

9-1 [Melrose (154 ft. n.), California, alley n. of Belmont, alley n.e. of Elston, Melrose, alley w. of California, alley n. of Melrose, alley w. of California] R3 Gen. Res. to C1-1 Rest. Comm. *Ref* 5183 *Def* 5663 *Passed* 5801

9-J [Belmont (alley n.), alley s.w. of Milwaukee, alley e. of Pulaski, Belmont, Pulaski] C1-2 Rest. Comm. to C2-5 Gen. Comm. Def 7221, *Rejected* 7372

9-J [Belmont (alley n.) alley s.w. of Milwaukee, alley e. of Pulaski, Belmont, Pulaski] C1-2 Rest. Comm. to M1-2 Rest. Mfg. *Def* 5336 *Passed* 5460

9-J [Irving Park Rd., 37 ft. w. of Lawndale, alley s. of Irving Park Rd., Hamlin, Byron, n.e. of Kennedy, John F. Expwy. 162 ft. e. of Pulaski, Dakin, 147 ft. e. of Pulaski, alley s. of Irving Park Rd., Springfield] R3 Gen. Res. to R4 Gen. Res. *Ref* 6189 *Rejected* 6468

9-K [Belmont (alley n.), 80 ft. e. of Kenneth, Belmont, Kenneth] C1-1 Rest. Comm. to R4 Gen. Res. *Def* 6021 *Rejected* 6182

9-K [Melrose, 84 ft. 11⅛ in. e. of Keeler, alley s. of Melrose, Keeler] R3 Gen. Res. to B1-1 Local Retail *Ref* 5969 *Def* 6398 *Passed* 6468

9-K [Roscoe (356.82 ft. n.), alley e. of Cicero, 290 ft. n. of Roscoe, Cicero] B4-1 Rest. Service to C2-1 Gen. Comm. *Ref* 5182 *Def* 5591 *Passed* 5713

9-L [Byron (alley n.), 150 ft. e. of Lamon, Byron, Lamon] R3 Gen. Res. to R4 Gen. Res. *Ref* 5321 *Def* 5592 *Rejected* 5715

9-L [Byron, 100 ft. e. of Lamon, alley s. of Byron, Lamon] R3 Gen. Res. to R4 Gen. Res. *Def* 6021 *Rejected* 6182

9-L [Byron, 150 ft. e. of Lamon, alley s. of Byron, Lamon] R3 Gen. Res. to R4 Gen. Res. *Ref* 5565 *Def* 5663 *Passed* 5801

9-M [Addison (alley n.), 250 ft. w. of Meade, Addison, 270 ft. w. of Meade] R2 Single Fam. Res. to B2-1 Rest. Retail *Def* 5336-37 *Passed* 5460

9-M [Addison, Melvina, alley s. of Addison, Mobile] R2 Single Fam. Res. to R4 Gen. Res. *Def* 6305 *Rejected* 6438

9-M [Addison (144 ft. n.), alley e. of Narragansett, Addison, Narragansett] B2-1 Rest. Retail to B4-1 Rest. Service *Def* 6305 *Rejected* 6438

9-M [Eddy, alley e. of Narragansett, 64 ft. 6⅜ in. s. of Eddy, Narragansett] R2 Single Fam. Res. to R4 Gen. Res. *Def* 6305 *Rejected* 6438

9-N [Addison, alley w. of Neenah, 145 ft. s. of Addison, w. of CMStP&P RR. R/W] R3 Gen. Res. to C1-1 Rest. Comm. to R4 Gen. Res. *Ref* 7854

9-N [Cornelia, alley e. of Harlem, 160 ft. s. of Cornelia, Harlem] B4-1 Rest. Service to C1-1 Rest. Comm. *Ref* 5358 *Def* 5591 *Passed* 5713

9-N [Irving Park, Normandy, 141 ft. s. Irving Park, 30 ft. w. of Normandy] R3 Gen. Res. and B4-1 Rest. Service to R4 Gen. Res. *Def* 5337 *Passed* 5460

9-O [Belmont (alley n.), 100 ft. e. of Oconto, Belmont, 50 ft. e. of Oconto] B4-1 Rest. Service to R4 Gen. Res. *Ref* 5622 *Def* 6018 *Passed* 6168-69

9-O [Irving Park, Olcott, 150 ft. w. of Olcott, alley s. of Irving Park] B4-1 Rest. Service to C1-2 Rest. Comm. *Ref* 6360

10-E [45th (75 ft. n.), alley e. of Michigan, 45th, Michigan] R5 Gen. Res. to C1-2 Rest. Comm. *Ref* 5731 *Def* 6018 *Passed* 6169

10-G [45th, Lafiin, 46th, Justine] M1-2 Rest. Mfg. to R3 Gen. Res. *Ref* 8306

11-F and 11-G [Leland, Marine Dr., Wilson, 254.6 ft. w. of Clarendon, alley n. of Wilson, Clarendon, Eastwood, 257.9 ft. w. of Clarendon] R7 Gen. Res., B4-5 Rest. Service and Planned Developmet to Res. Planned Development *Passed* 5308-09

11-G [Broadway, 250 ft. n. of Buena, 70.9 ft. w. of Broadway, 198 ft. n. of Buena, 142 ft. e. of Sheridan, 148 ft. n. of Buena, 218.5 ft. e. of Sheridan, Buena, Sheridan] R6 Gen. Res. to R7 Gen. Res. *Ref* 5182

11-G [Cuyler, 76 ft. 5¼ in. w. of Broadway, Cuyler, 135 ft. 5½ in. w. of Broadway, alley s. of Cuyler, 235 ft. 5½ in. w. of Broadway, alley s. of Cuyler to 176 ft. 5¼ in. w. of Broadway, Cuyler] R6 Gen. Res. to B2-4 Rest. Retail *Passed* 5308

11-H [Chicago Transit Authority (R/W), Damen, Eastwood, 85 ft. w. Damen] R4 Gen. Res. to B4-2 Rest. Service *Def* 5337 *Re-ref* 5462 *Def* 5592 *Passed* 5714

11-H [Irving Park Rd. (80 ft. n.), Hermitage, Irving Park Rd., alley w. of Hermitage] M1-1 Rest. Mfg. to B4-2 Rest. Service *Ref* 5942

**Zoning reclassifications:**

11-H [Irving Park Rd. (80 ft. n.), Hermitage, Irving Park Rd., alley w. of Hermitage] M1-1 Rest. Mfg. to B4-2 Rest. Service *Def* 6306 *Rejected* 6438

11-H [Irving Pk. Rd. (166.66 ft. n.), alley e. of Hermitage, 135 ft. n. of Irving Pk. Rd., Hermitage] R3 Gen. Res. to M1-2 Rest. Mfg. *Ref* 6255 *Def* 7221 *Rejected* 7373

11-H [Lawrence, Paulina, 55 ft. s. of Lawrence, alley w. of Paulina] R4 Gen. Res. to B4-2 Rest. Service *Ref* 6448 *Def* 7221 *Rejected* 7373

11-H [Lawrence (100 ft. s. of), alley e. of Wolcott, 249 ft. s. of Lawrence, Wolcott] R4 Gen. Res. to B5-2 Gen. Service *Ref* 7756 *Def* 8263

11-H [Montrose, alley w. of Damen, alley s. of Montrose, 140 ft. w. of alley w. of Damen] B2-2 Rest. Retail to C2-2 Gen. Comm. *Ref* 5182 *Def* 5592 *Rejected* 5715

11-H and 9-H [Irving Pk. Rd. (alley n.), Ravenswood, alley s. of Irving Pk. Rd., C.T.A. R/W, (Ravenswood branch)] M1-2 Rest. Mfg to B5-2 Gen. Service *Ref* 7368

11-I [Lawrence (alley s.), alley e. of Albany, 150 ft. s. of alley s. of Lawrence, Whipple, alley s. of Lawrence, alley w. of Sacramento, Leland, Whipple, 68.64 ft. n. of Leland, alley w. of Whipple, 128.58 ft. n. of Leland, Albany] R4 Gen. Res. to R3 Gen. Res. *Ref* 7390

11-I [Montrose (125 ft n.), alley e. of Artesian, Montrose, Artesian] B4-2 Rest. Service to B5-2 Gen. Service *Rejected* 5309

11-I [Sunnyside (68.6 ft. s.), Albany, 98.6 ft. s. of Sunnyside, alley w. of Whipple, 90 ft. n. of alley n. of Montrose, Albany, 120 ft. alley n. of Montrose, alley w. of Albany] R4 Gen. Res. to R3 Gen. Res. *Ref* 7390

11-I [Wilson, alley e. of Kedzie, Sunnyside, alley w. of Kedzie] B4-2 Rest. Service and C1-2 Rest. Comm. to C2-2 Gen. Comm. *Ref* 5469 *Def* 6019 *Passed* 6167-68

11-I [Wilson (alley s.), Albany, 60 ft. s. of alley s. of Wilson, alley w. of Whipple, alley s. of Wilson, Whipple, 49.53 ft. n. of Sunnyside, alley w. of Whipple, 108.94 ft. n. of Sunnyside, Albany, 48.81 ft. n. of Sunnyside, alley w. of Albany, 108.22 ft. n. of Sunnyside, Troy, 198.90 ft. n. of Sunnyside, alley w. of Troy] R4 Gen. Res. to R3 Gen. Res. *Ref* 7390

11-I [Wilson, Kedzie, 262 ft. s. of Wilson, alley w. of Kedzie] B4-2 Rest. Service to C2-2 Gen. Comm. (Protest) *Ref* 6189-90

11-J [Belle Plaine, Kedzie, alley s. of Belle Plaine, 121 ft. 1½ in. w. of Kedzie] B4-1 Rest. Service to C1-1 Rest. Comm. *Rejected* 5309

11-J [Montrose (alley n.), Central Park, Montrose, Monticello] B4-1 Rest. Service to B5-1 Gen. Service *Ref* 6360

11-J [Wilson, alley e. of Pulaski Rd., Sunnyside, Pulaski Rd.] C1-1 Rest. Comm. to C2-1 Gen. Comm. *Ref* 5565 *Def* 5663 *Rejected* 5805

11-J [Wilson, Kedzie, 262 ft. s. of Wilson, alley w. of Kedzie] B4-2 Rest. Service to C2-2 Gen. Comm. *Def* 5337 *Re-ref* 5462, *Def* 5592, 6306 *Rejected* 6438

11-J [Wilson, Kedzie, 292 ft. s. of Wilson, alley w. of Kedzie] B4-2 Rest. Service to C2-2 Gen. Comm. *Re-ref* 5715

11-K [Eastwood, Pulaski Rd., Wilson, alley w. of Pulaski] B4-1 Rest. Service to C2-1 Gen. Comm. *Ref* 5699 *Def* 6018 *Passed* 6169

11-K [Lawrence, alley e. of Keystone, alley s. of Lawrence, Keystone] B2-2 Rest. Retail to B4-2 Rest. Service *Def* 6021 *Rejected* 6182

11-K [Montrose, 181 ft. e. of Kedvale, 100 ft. s. of Montrose, Kedvale] B4-2 Rest. Service to C1-1 Rest. Comm. *Passed* 5308

11-L [Montrose, alley w. of Cicero, alley s. of Montrose, 30 ft. w. of alley w. of Cicero] R3 Gen. Res. to B4-1 Rest. Service *Passed* 5308

11-L [Windsor (alley n.), 300 ft. e. of Long, Windsor, 150 ft. e. of Long] R3 Gen. Res. to R4 Gen. Res. *Ref* 6054 *Rejected* 6468

11-M [Cuyler, alley e. of Narragansett, alley s. of Cuyler, Narragansett] B4-1 Rest. Service to C1-1 Rest. Comm. *Ref* 5469 *Def* 5663 *Rejected* 5805

**Zoning reclassifications:**

11-M [Montrose (alley n.), Melvina, Montrose, 134 ft. w. of Melvina] B1-1 Local Retail to B2-1 Rest. Retail *Def* 6306 *Rejected* 6438

11-M [Montrose (alley n.), Mobile, Montrose, 182.8 ft. w. of Mobile] R4 Gen. Res. to B4-1 Rest. Service *Ref* 5321 *Def* 5663 *Rejected* 5805

12-C [55th (165 ft. n.), alley e. of Everett, 110 ft. n. of 55th, Everett] R6 Gen. Res. to R7 Gen. Res. *Ref* 5622 *Def* 6020 *Rejected* 6181 *Ref* 7218

12-D [47th, 105.47 ft. e. Kenwood, 422.25 ft. s. of 47th, Kenwood, 48th, 132.37 ft. w. Kenwood, 332.36 ft. n. of 48th, Kimbark, 245.5 ft. s. 47th, Woodlawn, 49 ft. s. of 47th, 118 ft. w. of Woodlawn, 180.52 ft. s. of 47th, 423.71 ft. w. Woodlawn, 204.92 ft. s. of 47th, 423.71 ft. w. of Woodlawn, 109.67 ft. s. of 47th, 106.7 ft. e. of Greenwood, 54.67 ft. s. of 47th, Greenwood, alley s. of 47th, Ellis] Planned Development and R-4 Gen. Res. to Res. Planned Development *Passed* 5295-96

12-F [54th Pl., alley e. of Halsted, alley s. of 54th Pl., Halsted] B3-2 Gen. Retail to B4-2 Rest. Service *Ref* 5321 *Def* 5591 *Passed* 5713

12-G [Garfield Boul. (alley n.), May, Garfield Boul., 139 ft. 4½ in. w. May] R3 Gen. Res. to R5 Gen. Res. *Ref* 5183 *Def* 5592 *Rejected* 5715

12-H [50th (60 ft. s.), alley e. of Western Boul., 50th Pl., Western Boul.] C1-2 Rest. Comm to R3 Gen. Res. *Ref* 5621 *Def* 6018 *Passed* 6169

12-I [47th, Fairfield, 100 ft. s. of 47th, 42 ft. w. of Fairfield] B4-1 Rest. Service to B4-3 Rest. Service *Ref* 7801

12-J [Archer, 225 ft. n.e. of Ridgeway, alley s.e. of Archer, 75 ft. n.e. of Ridgeway] C1-2 Rest. Comm. to R4 Gen. Res. *Def* 6306 *Rejected* 6438-39

12-J [47th, Avers, alley s. of 47th, Springfield] R3 Gen. Res. to B4-1 Rest. Service *Def* 6306 *Rejected* 6439

12-J [48th, alley e. of Pulaski, 276.44 ft. n. of 49th, Pulaski] B4-1 Rest. Service to C2-1 Gen. Comm. *Ref* 6255 *Def* 7220 *Passed* 7370

12-J [48th (100 ft. s.), alley e. of Pulaski, 276.44 ft. n. of 49th, Pulaski] B4-1 Rest. Service to C2-1 Gen. Comm. *Ref* 5884

12-J [51st (638 ft. n.), Homan, 51st, St. Louis] M1-2 Rest. Mfg. and M2-2 Gen. Mfg. to C4 Motor Freight Terminal *Passed* 5295

12-K [Archer, Kenneth, alley s. of Archer, Kilbourn] B4-1 Rest. Service to B4-2 Rest. Service *Def* 7220 *Passed* 7370-71

12-K [C&WI RR. (s. of R/W), Tripp, 179 ft. n. of 53rd, alley w. of Tripp, 53rd] R2 Single Fam. Res. and R3 Gen. Res. to R4 Gen. Res. *Def* 6021 *Rejected* 6182

12-K [47th, 75 ft. e. of Tripp, alley s. of 47th, Tripp] R3 Gen. Res. to B4-1 Rest. Service *Ref* 5566 *Def* 6019 *Passed* 6169-70

12-K [53rd, Kilbourn, 150 ft. s. of 53rd, alley w. of Kilbourn] R3 Gen. Res. to R4 Gen. Res. *Def* 7221 *Rejected* 7373

12-K [53rd (150 ft. s.), Kilbourn, alley s. of 53rd, alley w. of Kilbourn] M1-1 Rest. Mfg. to R3 Gen. Res. *Ref* 5811 *Def* 6304 *Passed* 6426

12-L [Archer (alley n.), Latrobe, Archer, Lockwood] B4-1 Rest. Service to B4-2 Rest. Service *Ref* 5565 *Def* 7220 *Passed* 7371

12-L [47th, Cicero, 48th, alley w. of Cicero] B4-1 Rest. Service to C1-1 Rest. Comm. *Def* 6306 *Rejected* 6439

12-L [47th, Lawler, alley s. of 47th, LeClaire] B4-1 Rest Service to C1-1 Rest. Comm. *Def* 6021 *Rejected* 6182

12-M [Archer (alley n.), Mayfield, Archer, Mason] B4-1 Rest. Service to B4-2 Rest. Service *Def* 6306 *Rejected* 6439

12-M [Archer (alley n.), 101.38 ft. w. of Merrimac, Archer, 151.38 ft. w. Merrimac] B4-1 Rest. Service to R4 Gen. Res. *Def* 5337 *Rejected* 5462

12-M [63rd (alley n.), Major, 63rd, Massasoit] C1-1 Rest. Comm. to B4-2 Rest. Service *Ref* 5565

12-N [City limits, Sayre, 51st, 488 ft. w. of Sayre] B4-1 Rest. Service to R4 Gen. Res. *Def* 6306 *Rejected* 6439

**Zoning reclassifications:**

13-G [Bryn Mawr (600 ft. s.), Lincoln Pk., Berwyn, Sheridan] R7 Gen. Res. and B4-4 Rest. Service to Res. Planned Development *Ref* 5358 *Def* 5663 *Passed* 5801

13-G [Carmen (110 ft. n.), alley e. of Sheridan Rd., Carmen, Sheridan] R7 Gen. Res. to B2-4 Rest. Retail *Ref* 5730 *Def* 6018-19 *Passed* 6169

13-G [Foster, Sheridan, 100.04 ft. s. of Foster, alley w. of Sheridan] B2-4 Rest. Retail to B5-4 Gen. Service *Ref* 5969 *Def* 8263

13-I [Argyle (88.32 ft. s.), Albany, 178.30 ft. s. of Argyle, alley w. of Whipple, 88.21 ft. s. of Argyle, Whipple, 58.21 ft. n. of Ainslie, alley w. of Albany, 88.37 ft. n. of Ainslie, Troy, 138.38 ft. n. of Ainslie, alley w. of Troy, 148.37 ft. s. of Argyle, Troy] R4 Gen. Res. to R3 Gen. Res. *Ref* 7390

13-I [Chicago River (North Branch), Albany, 150.15 ft. n. of Argyle, alley w. of Albany, Argyle, Troy, 210.11 ft. n. of Argyle, alley w. of Troy, 60.11 ft. s. of Carmen, Troy, 210.11 ft. s. of Carmen, alley w. of Albany, Carmen, 199.9 ft. w. of Albany] R4 Gen. Res. to R3 Gen. Res. *Ref* 7390

13-I [Foster, 125 ft. w. of Lincoln, Winona, 401 ft. 9 in. w. of Lincoln, 150 ft. n. of Winona, 367 ft. w. of Lincoln] R3 Gen. Res. and R4 Gen. Res. to B4-2 Rest. Service *Ref* 5622 *Def* 6020 *Rejected* 6181

13-I [Gunnison, Lincoln, Western, Lawrence, alley w. of Western, alley s. of Gunnison, 55 ft. w. of alley w. of Lincoln] B3-3 Gen. Retail to B5-3 Gen. Service *Ref* 5730 *Def* 6019 *Passed* 6170

13-J [Ainslie, alley w. of Sawyer, 155.94 ft. s. of Ainslie, Sawyer, 150 ft. n. of alley n. of Lawrence, Spaulding, 60 ft n. of alley n. of Lawrence, alley w. of Spaulding, 75 ft. n. of alley n. of Lawrence, Christiana, alley n. of Lawrence, alley w. of Christiana, 66.25 ft. s. of Ainslie, Christiana, 172.25 ft. s. of Ainslie, alley w. of Spaulding, 66.08 ft. s. of Ainslie, Spaulding] R4 Gen. Res. to R3 Gen. Res. *Ref* 7390-91

13-J [Ainslie (63.43 ft. s.), alley w. of St. Louis, 153.36 ft. s. of Ainslie, St. Louis, 66.76 ft. s. of Ainslie, alley w. of Bernard, 102.59 ft. s. of Ainslie, Bernard, 66.59 ft. s. of Ainslie, alley w. of Kimball, 30 ft. n. of alley n. of Lawrence, Bernard, alley n. of Lawrence, St. Louis, 63.35 ft. n. of alley n. of Lawrence, alley w. of St. Louis, alley n. of Lawrence, Drake] R4 Gen. Res. to R3 Gen. Res. *Ref* 7391

13-J [Argyle, alley w. of Spaulding, 43.63 ft. n. of Ainslie, Christiana, 73.63 ft. n. of Ainslie, alley w. of Christiana, 103.67 ft. n. of Ainslie, Kimball, Ainslie, alley w. of Kimball, 180 ft. n. of Ainslie, Kimball, 298.67 ft. n. of Ainslie, alley w. of Christiana, 163 ft. s. of Argyle, Christiana] R4 Gen. Res. to R3 Gen. Res. *Ref* 7391

13-J [Argyle (88.96 ft. s.), Drake, 58.96 ft. s. of Argyle, alley w. of St. Louis, 5897 ft. n. of Ainslie, Drake, 148.97 ft. n. of Ainslie, alley w. of Drake] R4 Gen. Res. to R3 Gen. Res. *Ref* 7391

13-J [Carmen (alley s.), St. Louis, North Branch of Chicago River, Drake] R2 Single Fam. Res. to R4 Gen. Res. *Def* 6021 *Rejected* 6182

13-J [Foster, 196.25 ft. e. of Kimball, alley s. of Foster, 133.12 ft. e. of Kimball] B2-2 Rest. Retail to B4-2 Rest. Service *Def* 5337-38 *Rejected* 5462

13-J [Lawrence (alley n.) Kimball, Lawrence, Bernard] B3-2 Gen. Retail to B5-2 Gen. Service *Ref* 7854

13-K [Kilbourn, alley n.e. of Elston, Gunnison, Elston] C1-1 Rest. Comm. to C1-2 Rest. Comm. *Def* 5592 *Passed* 5714

13-K [Lawrence (alley n.), 150 ft. e. of Kilpatrick, Lawrence, Kilpatrick] B4-1 Rest. Service to B4-3 Rest. Service *Def* 5338 *Rejected* 5462

13-K [Lawrence (alley n.), 156 ft. e. of Kilpatrick, Lawrence, Kilpatrick] B4-1 Rest. Service to R4 Gen. Res. *Def* 6021 *Rejected* 6182

13-M [Ainslie, Central, Gunnison, alley w. of Central] R3 Gen. Res. to B4-1 Rest. Service *Ref* 5870 *Def* 6304 *Passed* 6426

13-M [Lawrence (alley n.) 510 ft. e. of Mason, Lawrence, 344 ft. 1¼ in. e. of Mason] B2-1 Rest. Retail to B4-1 Rest. Service *Def* 6306 *Rejected* 6439

**Zoning reclassifications:**

13-N [Argyle (267.7 ft. n.), alley e. of Harlem, Argyle, Harlem] B4-1 Rest. Service to B4-2 Rest. Service *Ref* 5730 *Def* 7221 *Rejected* 7373

13-N [Higgins, Newland, alley s. of Higgins, Sayre] B4-1 Rest. Service to B4-2 Rest. Service *Passed* 5308

13-P [Evelyn Lane (215 ft. n.), Delphia, Evelyn Lane, 230 ft. w. of Delphia] R2 Single Fam. Res. to R4 Gen. Res. *Ref* 5469 *Def* 6019 *Passed* 6170

13-P [Evelyn Lane (215 ft. n.), 115 ft. w. Delphia, Evelyn Lane, 230 ft. w. of Delphia] R2 Single Family Res. to R4 Gen. Res. *Ref* 5182 *Def* 5592-93 *Rejected* 5715

14-H [57th (150 ft. n. of alley n.), alley e. of Oakley, alley n. of 57th, Oakley] R4 Gen. Res. to M1-1 Rest. Mfg. *Ref* 7978

14-I [58th, alley e. of Kedzie, alley n. of 59th, Kedzie] B4-1 Rest. Service to C1-1 Rest. Comm. *Ref* 7854

14-J [55th, w. line of R/W of GTW RR., alley s. of 55th, 250 ft. e. of Lawndale] R3 Gen. Res. to R4 Gen. Res. *Def* 6021 *Rejected* 6182

14-J [57th, 35.71 ft. e. of Pulaski, alley s. of 57th, Pulaski] R3 Gen. Res. to B4-1 Rest. Service *Def* 6019 *Passed* 6170

14-J [62nd Pl. (alley n.), 127 ft. 6 in. w. of Kedzie, 62nd Pl., 168 ft. 6 in. w. of Kedzie] R3 Gen. Res. to B5-2 Gen. Service *Ref* 5621 *Def* 6019 *Passed* 6169

14-M [63rd (alley n.), 169 ft. e. of Mason, 63rd, Mason] B4-2 Rest. Service to R4 Gen. Res. *Def* 6306 *Rejected* 6439

15-H [Norwood, Damen, 264 ft. s. of Norwood, alley w. of Damen] C2-2 Gen. Comm. to R5 Gen. Res. *Def* 6020 *Rejected* 6181

15-J [Bryn Mawr (125 ft. n.), Jersey, 220 ft. s. Olive, alley w. of Jersey] B4-2 Rest. Service to R4 Gen. Res. *Def* 6021 *Rejected* 6182

15-J [Devon, 134 ft. e. of Avers, alley s. of Devon, Avers] B2-1 Rest. Retail to R3 Gen. Res. *Def* 6021 *Rejected* 6182

15-J [Devon, 590.08 ft. e. of Lincoln, Devon, 809.53 ft. n.w. of McCormick Boul., 200 ft. s. of Devon, 240.75 ft. n.e. of Lincoln, 704.40 ft. n.w. of McCormick Boul., Lincoln ] B3-2 Gen. Retail to B5-5 Gen. Service *Def* 6021 *Rejected* 6183

15-L [Hiawatha, Cicero, Peterson, Edens Expressway R/W] B5-1 Gen. Service to B5-2 Gen. Service *Def* 5338 *Rejected* 5462

15-N [Niagara, 150 ft. n. of alley n.e. of Northwest Hwy.] R4 Gen. Res. to R2 Single Fam. Res. *Ref* 5605

15-N [Niagara, 200 ft. n.e. of alley n.e. of Northwest Hwy.] R4 Gen. Res. to R2 Single Fam. Res. *Ref* 5605

15-N [Niagara, 200 ft. n.e. of alley n.e. of Northwest Hwy., 371 ft. s.e. Niagara, 200 ft. n.e. of alley n.e. of Northwest Hwy., 365 ft. s.e. of Niagara, 150 ft. n.e. of alley n.e. of Northwest Hwy., 150 ft. n.e. of alley n.e. of Northwest Hwy.] R1 Single Fam. Res. to R4 Gen. Res. *Passed* 5295

15-N [Northwest Hwy. (alley n.e.), 254.2 ft. n.w. of Raven alley n.e. of Northwest Hwy., 279.85 ft. n.w. of Raven, 172 ft. n.e. of alley n.e. of Northwest Hwy.] R4 Gen. Res. to R2 Single Fam. Res. *Ref* 5605

15-O [Devon, CNW RR. R/W, Harlem, Palatine, Avondale] M1-1 Rest. Mfg. to M1-2 Rest. Mfg. *Ref* 7756 Amendatory Ordnce. *Def* 8263

15-O [Talcott (alley n.) Harlem, Talcott, 120.57 ft. w. of Harlem] R2 Single Fam. Res. to B2-1 Rest. Retail *Def* 5338 *Rejected* 5462

15-O [Talcott, Oketo, 700.99 ft. s. of Talcott, Oketo, 1610.27 ft. s. of Talcott, Oriole] R2 Single Fam. Res. to Res. Planned Development *Ref* 5621-22 *Def* 6019 *Passed* 6171

15-O [Talcott, Oketo, 700.99 ft. s. of Talcott, Oketo, 1610.27 ft. s. of Talcott, Oriole] R2 Single Fam. Res. to R4 Gen. Res. *Def* 7221 *Rejected* 7373

15-P [Bryn Mawr (505 ft. n.), 403.26 ft. e. of Pueblo, Bryn Mawr, Pueblo, John F. Kennedy Expwy. R/W] B5-1 Gen. Service to B5-3 Gen. Service *Ref* 6255 *Def* 7220 *Passed* 7371

**Zoning reclassifications:**

15-P [Kennedy, John F. Expwy. R/W, 100 ft. w. of Pueblo, Bryn Mawr, 833.34 ft. w. of Pueblo, 459.75 ft. n. of Bryn Mawr, Delphia] B5-1 Gen. Service and C2-1 Gen. Comm. to Bus. Planned Development *Ref* 5699 *Def* 6019 *Passed* 6170-71

16-C [70th Pl., South Shore Drive, 137 ft. s. of 70th Pl., 100 ft. w. South Shore Drive] B3-4 Gen. Retail to B4-4 Rest. Service *Ref* 5182 *Def* 5593 *Rejected* 5716

16-D [64th (150 ft. n.) Dorchester, 64th, alley w. of Dorchester] C1-3 Rest. Comm. to R5 Gen. Res. *Def* 5337 *Passed* 5460

16-E [63rd, 129.5 ft. e. of Prairie, 290 ft. s. 63rd, 129.5 ft. e. Prairie, to 559 ft. s. 63rd, 73.12 ft. e. Prairie, 559 ft. s. 63rd, 47.74 ft. e. Prairie, 909 ft. s. 63rd, e. line of Prairie] M1-2 Rest. Mfg. Dist. to B4-3 Rest. Service Dist. *Ref* 5284 *Def* 5663 *Passed* 5802

16-F [Central Englewood Urban Renewal Project] Bus. Planned Development *Ref* 7992

16-F [Marquette Rd., alley e. of Wentworth, 69th, CRI&P RR. R/W] R4 Gen. Res., B4-2 Rest. Service, and C1-2 Rest. Comm. to Res. Planned Development *Passed* 5296

16-F [66th, Lowe, 65th, Parnell] M1-2 Rest. Mfg. to R5 Gen. Res. *Ref* 7978

16-F [70th (150.3 ft. n.), Wentworth, 100.8 ft. n. 70th, 133 ft. w. Wentworth] C1-2 Rest. Comm. to R4 Gen. Res. *Def* 5337 *Passed* 5460

16-F [70th (177.12 ft. n.), alley e. of Wentworth, 70th, Wentworth] C1-2 Rest. Comm. to R3 Gen. Res. *Def* 5337 *Passed* 5461

16-F [70th (223.44 ft. n.), alley e. of Wentworth, 70th, Wentworth] R3 Gen. Res. and C1-2 Rest. Comm. to R3 Gen. Res. *Ref* 5730 Amendatory Ordnce. *Def* 6019 *Passed* 6171

16-F [71st (115 ft. n.), Perry, 71st, alley w. of Perry] R3 Gen. Res. to C1-2 Rest. Comm. *Def* 6021 *Rejected* 6183

16-G [Central Englewood Urban Renewal Project] Bus. Planned Development *Ref* 7992

16-G [Marquette (145 ft. n.), Halsted, Marquette, alley w. of Halsted] B3-2 Gen. Retail to B4-1 Rest. Service *Ref* 6035

16-G [Marquette Rd., alley e. of Morgan, 104.5 ft. s. of Marquette, Morgan] R3 Gen. Res. to B4-1 Rest. Service *Def* 6021 *Rejected* 6183

16-G [Marquette Rd. (145 ft. n.), Halsted, Marquette, alley w. of Halsted] B3-2 Gen. Retail to B5-2 Gen. Service Ref 7232 *Def* 8262

16-G [69th (50 ft. n.), alley e. of Green, 69th, Green] B4-2 Rest. Service to B4-3 Rest. Service *Ref* 6035 *Def* 7221 *Rejected* 7373

16-J [63rd, Karlov, alley s. of 63rd, Keeler] B4-1 Rest. Service to B4-2 Rest. Service *Ref* 6478

16-J [70th Pl., alley e. of Pulaski, 71st, Pulaski] B2-2 Rest. Retail to B4-2 Rest. Service *Ref* 5731 *Def* 6020 *Rejected* 6181

16-J [70th Pl., alley e. of Pulaski, 71st, Pulaski] B4-2 Rest. Service to B2-2 Rest. Retail *Def* 5337 *Passed* 5461

16-K [63rd, Karlov, alley s. of 63rd, Keeler] B4-1 Rest. Service to B4-2 Rest. Service *Def* 8262

16-K ]65th (43 ft. n.) alley e. of Keating, 65th, Keating] R2 Single Fam. Res. to R4 Gen. Res. *Rejected* 5309

16-M [63rd Pl. (alley n.) Austin, 63rd Pl., alley w. of Austin] R2 Single Fam. Res. to B4-2 Rest. Service *Def* 5592 *Passed* 5714-15

16-M [64th Pl. (alley n.), Mobile, 64th Pl., 240 ft. w. of Mobile] R2 Single Fam. Res. to R4 Gen. Res. *Ref* 5730 *Def* 7220 *Passed* 7371

16-M [64th Pl., 300 ft. w. of Meade, 65th, 180 ft. e. of Melvina, 132 ft. s. of 64th Pl., Melvina] M1-1 Rest. Mfg. to R4 Gen. Res. *Ref* 5884 *Def* 7220 *Passed* 7371

16-N [64th Pl. (alley n.), alley w. of Narragansett, 64th Pl., Natchez] R2 Single Fam. Res. to R4 Gen. Res. *Ref* 7795

17-G [Morse, alley e. of Sheridan, Pratt Boul., alley e. of Sheridan, alley n. of Albion, alley e. of Sheridan, Albion, Sheridan] B2-4 Rest. Retail and B4-4 Rest. Service to R4 Gen. Res. *Ref* 6035

**Zoning reclassifications:**

17-H [Lunt (alley s.), Hamilton, alley n. of Morse, alley w. of Hamilton] R3 Gen. Res. to R4 Gen. Res. *Ref* 6255 *Def* 7221 *Rejected* 7373

17-H [Pratt (alley n.), 122 ft. e. of Western, Pratt, 108 ft. e. of Western] R1 Single Fam. Res. to B4-2 Rest. Service *Ref* 5969 *Def* 6304 *Passed* 6432

17-H [Pratt (40 ft. s.), Damen, Columbia, 130 ft. w. of Seeley, 33 ft. s. of Albion, etc.] R4 Gen. Res. to Res. Planned Development *See* 7368 Repealing Ordnce. *Ref* 6601

17-I [Pratt (alley n.), 155 ft. e. of California, Pratt, California] B2-1 Rest. Retail to B4-1 Rest. Service *Ref* 5884 *Def* 6306 *Rejected* 6439

17-I [Touhy, 548.56 ft. e. of Kedzie, 623.57 ft. s. of Touhy, 816.61 ft. e. of Kedzie, 1260.4 ft. s. of Touhy, 589.94 ft. e. of Kedzie, 1866.93 ft. s. of Touhy, Sacramento, Pratt, Kedzie] Planned Development and R3 Gen. Res. to Residential Planned Development *Rejected* 6468

17-O [Albion, Harlem, alley n.e. of Onarga, alley w. of Harlem] R2 Single Fam. Res. to R3 Gen. Res. *Ref* 7995

17-O [Northwest Hwy., 146 ft. n.w. of Devon, s.w. line of Northwest Hwy., 45 ft. n.w. of Devon, alley s.w. of Northwest Hwy., Oketo] R3 Gen. Res. to R4 Gen. Res. *Ref* 6255 *Def* 7220 *Passed* 7372

18-B [Cheltenham Pl. (167 ft. s.e.), 200 ft. s.w. of South Shore Dr., alley n. of 79th, alley s.w. of South Shore Dr.] R4 Gen. Res. to R5 Gen. Res. *Ref* 5321 *Def* 5591-92 *Passed* 5713

18-B (74th (110.25 ft. n.w.) 195 ft. s.w. of South Shore Dr., 74th, 230.06 ft. s.w. of South Shore Dr.] R5 Gen. Res. to R6 Gen. Res. *Passed* 5295

18-B [76th (137.15 ft. s.), 202 ft. e. of South Shore Dr., 437.26 ft. s. of 76th, South Shore Dr.] R5 Gen. Res. to R6 Gen. Res. *Def* 6021 *Rejected* 6183

18-D [Cottage Grove, South Chicago, Drexel, alley next s.w. of South Chicago] M1-2 Rest. Mfg. to C1-2 Rest. Comm. *Def* 5337 *Passed* 5461

18-D [75th, Harper, 75th Pl., 38 ft. w. of Harper] R3 Gen. Res. and B4-2 Rest. Service to C2-2 Gen. Comm. *Ref* 5969 *Def* 6304 *Passed* 6432

18-E [71st, 60 ft. e. of alley e. of Indiana, 99 ft. s. of 71st, alley e. of Indiana] R4 Gen. Res. to B4-1 Rest. Service *Def* 5338 *Rejected* 5462

18-E [72nd (100 ft. n.), Champlain, 72nd, alley w. of Champlain] R3 Gen. Res. to R4 Gen. Res. *Ref* 5787 *Def* 6020 *Rejected* 6181

18-E [75th, Eberhart, alley s. of 75th, King Dr.] B4-1 Rest. Service to B4-2 Rest. Service *Def* 5337 *Passed* 5461

18-F [73rd (80 ft. s.), Emerald, 120 ft. s. of 73rd, alley w. of Emerald] R3 Gen. Res. to R4 Gen. Res. *Ref* 6553 *Def* 8263

18-G [76th, alley w. of Laflin, alley s. of 76th, alley w. of Laflin, alley n. of 77th, alley e. of Ashland, alley s. of 77th, alley e. of Ashland, alley n. of 78th, alley e. of Ashland, alley n. of 79th, Laflin, 79th, Ashland] B5-2 Gen. Service and C1-2 Rest. Comm. to B2-2 Rest. Retail *Ref* 7979

18-G [79th (alley n.), Halsted, 79th, 117 ft. w. of Halsted] B3-3 Gen. Retail to B5-2 Gen. Service *Ref* 5969 *Def* 6398 *Passed* 6468

18-H [76th, Ashland, 79th, Winchester, alley n. of 79th, alley w. of Ashland] B4-2 Rest. Service, B4-3 Rest. Service, C1-2 Rest. Comm., C2-1 Gen. Comm. and C2-2 Gen. Comm. to B2-2 Rest. Retail *Ref* 7979

18-H [79th (125 ft. n.), Hamilton, alley n. of 79th, alley e. of Damen, 79th, Penn. RR. R/W] *Ref* 7979

18-I [Columbus, Western, C&WIB RR. R/W, alley s. of Columbus, alley w. of Western] M1-1 Rest. Mfg. to C2-2 Gen. Comm. *Ref* 6416

18-J [71st, 72nd, Kedzie, 73rd, alley w. of Kedzie] R3 Gen. Res. to R2 Single Fam. Res. *Ref* 6416 *Def* 8263

18-J [72nd, Kedzie, 111 ft. 5 in. s. of 72nd, alley w. of Kedzie] R3 Gen. Res. to R4 Gen. Res. *Ref* 6189 *Rejected* 6468

**Zoning reclassifications:**

18-K [77th (1,702.5 ft. n.), Pulaski, 700.5 ft. n. of 77th, 570.44 ft. w. of Pulaski, 700.5 ft. n. of 77th, 585.39 ft. w. of Pulaski, 1702.5 ft. n. of 77th] M2-2 Gen. Mfg. to R4 Gen. Res. *Ref* 6357 *Def* 7220 *Passed* 7371

19-G [Rogers, Sheridan Rd., 100 ft. n. of Howard, alley w. of Sheridan Rd.] R4 Gen. Res. to B4-4 Rest. Service *Def* 6021 *Rejected* 6183

19-H [Howard (100 ft. s.), alley e .of Ridge, 200 ft. s. of Howard, Ridge] R4 Gen. Res. to R5 Gen. Res. *Ref* 6255 *Def* 7221 *Rejected* 7373

20-D [82nd (235 ft. n.), Dobson, 87 ft. n. of 82nd, alley w. of Dobson] R4 Gen. Res. to C1-2 Rest. Comm. *Def* 5337 *Passed* 5461

20-F [79th, Perry, alley s. of 79th, LaSalle] C1-1 Rest. Comm. to R4 Gen. Res. *Def* 5337 *Passed* 5461

20-G [79th, alley e. of Ashland, 83rd, alley e. of Ashland, 85th, alley e. of Ashland, alley n. of 87th, Justine, 87th, Ashland] B4-2 Rest. Service, B5-2 Gen. Service and C2-2 Gen. Comm. to B2-2 Rest. Retail *Ref* 7978

20-H [79th, Ashland, 80th, alley w. of Ashland, alley s. of 79th, Marshfield] B5-2 Gen. Service to B2-1 Rest. Retail *Ref* 7801

20-H [79th, Ashland, 87th, Marshfield, alley n. of 87th alley w. of Ashland, alley s. of 79th, Wood] B4-2 Rest. Service, B5-2 Gen. Service and C1-2 Rest. Comm. to B2-2 Rest. Retail *Ref* 7978

20-H [79th, Honore, alley s. of 79th, Penn. RR. R/W] B4-1 Rest. Service, B4-2 Rest. Service and M1-1 Rest. Mfg. to B2-2 Rest. Retail *Ref* 7979

20-H [80th, alley e. of Western, 80th Pl., Western] B4-2 Rest. Service to R4 Gen. Res. *Ref* 5469 *Def* 6020 *Rejected* 6181

20-I [79th, Washtenaw, alley s. of 79th, 58.67 ft. w. of Washtenaw] R3 Gen. Res. to B4-1 Rest Service *Ref* 7756 *Def* 8263

20-I [87th (alley n.), Francisco, 87th, 200 ft. w. of Francisco] B2-1 Rest. Retail to R3 Gen. Res. *Def* 6021 *Rejected* 6183

20-J [81st (250 ft. s.), Kedzie, 82nd, alley w. of Kedzie] B4-1 Rest. Service to B4-2 Rest. Service *Ref* 5182 *Def* 5592 *Passed* 5714

20-J [82nd, Kedzie, 83rd, alley w. of Kedzie] B4-1 Rest. Service to B2-1 Rest. Retail *Ref* 7978-79

20-J [84th, s.e. of Wabash RR. R/W, 84th Pl., Columbus] M1-1 Rest. Mfg. to R4 Gen. Res. *Def* 6021 *Rejected* 6183

20-J [85th Pl., alley e. of Pulaski Rd., 86th, Pulaski Rd.] B4-1 Rest. Service to B4-2 Rest. Service *Def* 6306 *Rejected* 6439

20-K [87th (alley n.), Komensky, 87th, Karlov] R3 Gen. Res. to B4-1 Rest. Service *Ref* 5357 *Def* 5593 *Rejected* 5716

22-B [87th, alley w. of Essex, alley s. of 87th, 75 ft. w. of alley w. of Essex] B4-1 Rest. Service to C2-1 Gen. Comm. *Def* 6021 *Rejected* 6183

22-B [88th, South Chicago, 50 ft. n.w. of 88th, alley s. of 87th, Kingston] R3 Gen. Res. to C2-1 Gen. Comm. *Def* 6021-22 *Rejected* 6183

22-B [92nd, alley e. of Commercial, 139 ft. s. 92nd, Commercial, alley s. of 92nd, alley w. of Commercial, South Chicago, Exchange] B3-2 Gen. Retail, B3-3 Gen. Retail and C2-2 Gen. Comm. to B5-2 Gen. Service *Ref* 5182-83 *Def* 5592 *Passed* 5714

22-C [87th (alley s.), 225.52 ft. e. of Stony Island, 87th Pl., alley e. of Stony Island, 88th, Stony Island] R2 Single Fam. Res. and B4-2 Rest. Service to B5-2 Gen. Service *Ref* 5884

22-E [95th (alley n.), 50 ft. e. of St. Lawrence, 95th, St. Lawrence] R3 Gen. Res. to B4-1 Rest. Service *Ref* 5969 Amendatory Ordnce. *Def* 6305 *Passed* 6432-6438

24-D [Stony Island (s. R/W), Lake Calumet Branch of Calumet Expwy. (e.) Stony Island, Lake Calumet Branch of Calumet Expwy. (n.), 100 ft. e. of Pullman RR. R/W] M2-3 Gen. Mfg. to R4 Gen. Res. *Ref* 6357 *Def* 7220 *Passed* 7371-72

**Zoning reclassifications:**

24-G [95th (132.40 ft. s.), 200 ft. w. of Winston, 83 ft. s. of 95th, Winston (w.), 168.06 ft .s. of 95th, 200 ft. w. of Winston, 218.18 ft. s. of 95th, 200 ft. w. of Winston] R1 Single Fam. Res. to C2-2 Gen. Comm. *Ref* 5884 *Def* 6306 *Rejected* 6439

26-A [106th (alley s.), alley e. of Ewing, 100 ft. s. of alley s. of 106th, Ewing] R3 Gen. Res. to B4-2 Rest. Service *Ref* 5565-66 *Def* 5664 *Rejected* 5805

26-A [108th, alley e. of Ewing, 47 ft. 4½ in. s. of 108th, Ewing] R3 Gen. Res. to B4-1 Rest. Service *Def* 6022 *Rejected* 6183

26-B [104th (436 ft. n.), Commercial, 321 ft. n. of 104th, alley w. of Commercial] R2 Single Fam. Res. to M2-1 Gen. Mfg. *Ref* 5469 *Def* 5664 *Rejected* 5805

26-D [Doty (1047.25 ft. n.w.), 1074.73 ft. n. of 111th, 1047.25 ft. n.w. of Doty to 650 ft. n. of 111th along Doty, Doty, 111th] M3-3 Heavy Mfg. to C2-3 Gen. Comm. *Ref* 6336 *Def* 7220 *Passed* 7372

26-F [111th (163 ft. n.), State, 132 ft. n. of 111th, alley w. of State] R3 Gen. Res. to C1-1 Rest. Comm. *Ref* 5469 *Def* 6304 *Passed* 6432

26-H [104th, 150 ft. w. of Wood, 293 ft. 1 in. s. of 104th, 150 ft. w. of Wood, 291 ft. 10 in. s. of 104th, 250 ft. w. of Wood] R1 Single Fam. Res. to R4 Gen. Res. *Def* 5338 *Rejected* 5462

26-I [109th (524. 3ft. s.), alley e. of Kedzie, 599.3 ft. s. of 109th, Kedzie] R2 Single Fam. Res. to B4-1 Rest. Service *Def* 5337 *Passed* 5461

26-I [110th Pl., 111th, Whipple] R2 Single Fam. Res. and B4-1 Rest. Service to B4-2 Rest. Service *Def* 5337 *Passed* 5461

26-J [107th (713 ft. s.), 125 ft. e. of Pulaski, 722 ft. s. of 107th, Pulaski] R2 Single Fam. to R3 Gen. Res. *Ref* 6255 *Def* 7220 *Passed* 7372

26-J [111th (alley n.), Harding, 188 ft. n. of 111th, alley w. of Springfield, alley n. of 111th, Springfield, 111th, Pulaski] C1-1 Rest. Comm. to C1-2 Rest. Comm. *Ref* 7854

28-G [111th, 124.11 ft. e. of Green, 185 ft. s. of 111th, Green] B4-1 Rest. Service to B4-2 Rest. Service *Ref.* 6255

28-G [115th, Carpenter, alley s. of 115th, Aberdeen] R2 Single Fam. Res. to M1-1 Rest. Mfg. *Ref* 6448

28-G [115th, Justine, alley s. of 115th, Ashland] R2 Single Fam. Res. to B4-1 Rest. Service *Ref.* 7756

28-H [Monterey, Hermosa, alley s. of Monterey, 155 ft. w. Hermosa] R3 Gen. Res. to B2-1 Rest. Retail *Ref* 5183 *Def* 5593 *Ref* 5622 *Rejected* 5715 *Def* 6020 *Rejected* 6181

28-H [111th Pl., 150 ft. e. of Western, 131.8 ft. s. of 111th, 100 ft. e. of Western, 112th, Western] R1 Single Fam. Res. to R4 Gen. Res. *Ref* 5358 *Def* 5593 *Rejected* 5716

28-H [112th, 140 ft. e. of Western, 100 ft. s. of 112th, Western] R1 Single Fam. Res. to B4-1 Rest. Service *Ref* 7218 *Def* 8263

28-H [112th Pl., 290 ft. e. of Western, 100 ft. s. of 112th Pl., Oakley, 113th Pl., Western] R1 Single Fam. Res. to Residential Planned Development *Ref* 5811 *Def* 6304-05 *Passed* 6432

28-J [111th, alley e. of St. Louis, alley s. of 111th, St. Louis] R3 Gen. Res. to B4-1 Rest. Service *Ref* 6561 *Def* 8262-63

28-J [111th, Kedzie, 150 ft. s. of 111th, Sawyer] R2 Single Fam. Res. and B4-1 Rest. Service to B4-2 Rest. Service *Ref* 5730 *Def* 6305 *Passed* 6432

30-C [Chicago Regional Port District (300 ft. s.e. of Slip No. 2), Lake Calumet Harbor, 560 ft. n. of 122nd, Stony Island, Lake Calumet Harbor (Entrance Channel and Anchorage Basin)] Planned Development to Mfg. Planned Development *Passed* 5585-86

30-D [Chicago Regional Port District (300 ft. s.e. of Slip No. 2), Lake Calumet Harbor, 560 ft. n. of 122nd, Stony Island, Lake Calumet Harbor (Entrance Channel and Anchorage Basin)] Planned Development to Mfg. Planned Development *Passed* 5585-86

30-F [123rd (122 ft. n.), alley e. of Union, of Penn. RR. R/W, 122 ft. n. of 123rd, alley w. of Wallace, 123rd, Union] B4-1 Rest. Service to R4 Gen. Res. *Rejected* 5309

**Zoning reclassifications:**

30-F [123rd (alley n.), Penn. RR. R/W, alley s. of 123rd, Lowe, 123rd, 25 ft. e. of Union] R3 Gen. Res. and B4-1 Rest. Service to R4 Gen. Res. *Passed* 5295

32-A [Avenue O, 130th, 150 ft. e. of R/W of Penn. RR.] M1-1 Rest. Mfg. to R3 Gen. Res. *Def* 6022 *Rejected* 6183

32-A [134th (125 ft. n.), alley e. of Avenue O, 134th, Avenue O] R2 Single Fam. Res. to C2-1 Gen. Comm. *Ref* 7801

32-A [134th, 1308 ft. e. of Avenue K, 125 ft. s. of 134th, 1108 ft. e. of Avenue K] B4-1 Rest. Service to C1-1 Rest. Comm. *Def* 5663 *Passed* 5802

32-C [Chicago Regional Port District (300 ft. s.e. of Slip No. 2), Lake Calumet Harbor, 560 ft. n. of 122nd, Stony Island, Lake Calumet Harbor (Entrance Channel and Anchorage Basin)] Planned Development to Mfg. Planned Development *Passed* 5585-86

**Zoning reclassifications:**

32-E [134th, Indiana, city limits] M1-1 Rest. Mfg. to R4 Gen. Res. *Ref* 5730 *Def* 7221 *Rejected* 7373

No map designation [legally described (13th Ward)] C4 Mot. Frt. Term. *Ref* 5811 *Passed* 5988

No map designation [legally described (13th Ward)] R4 Gen. Res. *Ref* 5811 *Passed* 5987-88

No map designation [legally described (13th Ward)] R4 Gen. Res. *Passed* 6573

No map designation [legally described (38th Ward)] B5-1 Gen. Service *Passed* 7257

No map designation [legally described (38th Ward)] R1 Single Fam. Res. *Passed* 6063-64 (3)

No map designation [legally described (within 38th Ward)] M1-1 Rest. Mfg. *Passed* 6064-65

Zydlo, (Ald.) Stanley M.:

Absence from Council meeting *Noted* 5617, 5725

Zygowicz, (Rev.) Thaddeus: Invocation *Noted* 5617

*(Published by Authority of the City Council of the City of Chicago)*

COPY

# JOURNAL *of the* PROCEEDINGS

OF THE

# CITY COUNCIL

OF THE

# CITY OF CHICAGO, ILLINOIS

## Regular Meeting—Wednesday, April 9, 1969

**at 10:00 A.M.**

*(Council Chamber—City Hall—Chicago, Illinois)*

## OFFICIAL RECORD.

### Attendance at Meeting.

*Present*—Honorable Richard J. Daley, Mayor, and Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Fifielski, Hoellen, O'Rourke, Wigoda.

*Absent*—Aldermen Bohling, Fried, McCutcheon, Kerwin, Sperling.

### Call to Order.

On Wednesday, April 9, 1969, at 10:00 A.M. (the day and hour appointed for the meeting) Honorable Richard J. Daley, Mayor, called the City Council to order. John C. Marcin, City Clerk, called the roll of members and it was found that there were present at that time: Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Fifielski, Hoellen, O'Rourke, Wigoda—44.

Quorum present.

On motion made by Alderman O'Rourke, it was ordered noted in the record that Alderman Sperling was in the hospital, and that Alderman Bohling was recovering from surgery.

### Permission Granted to Television and Radio Industries to Televise and Record Proceedings of Meeting.

Alderman Keane stated that he desired to present a motion out of the regular order of business, concerning the televising and recording of the proceedings of the meeting and moved to *Suspend the Rules Temporarily* to permit the immediate presentation of said motion and action thereon without committee consideration.

The question being put, on the motion to Suspend the Rules Temporarily, the motion *Prevailed.*

Alderman Keane thereupon moved to *Grant Permission* to the television and radio industries to bring their equipment into the Council Chamber and to televise and record the proceedings of this meeting. The question being put, the motion *Prevailed.*

### Invocation.

Reverend Carl Anderson, Minister, The Millard Congregational Church, opened the meeting with prayer.

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### AWARD OF TROPHIES TO CHICAGO HIGH SCHOOL BASKETBALL CHAMPIONS.

Unanimous consent was given to permit the holding of ceremonies to award trophies for the annual Chicago High School Basketball Champions sponsored by the Mayor Daley Youth Foundation.

Honorable Richard J. Daley, Mayor, thereupon presented a trophy to the first place winners of the City Championship to the Hirsch High School team whose members were introduced by Goeffrey Roberts, Captain. They were accompanied to the rostrum by William J. Kelleher, Principal, and Charles Stimpson, Coach. The captain thanked the Mayor and the assembled aldermen and guests for the beautiful trophy on behalf of himself and the other members of the team. Mr. Kelleher, the Principal was introduced by the Mayor and he expressed his gratification for the fine work of Coach Stimpson and his pride in the team and stated that he hoped they would be back next year.

Brother Rice High School was then called to the rostrum as the second place winners in the contest. Co-Captains James Comiskey and Robert Jones accompanied by Coach Willard C. Kellog, Jr., accepted the trophy and introduced their teammates. They expressed their appreciation in receiving the handsome trophy.

Captain Andy Gillis of Bowen High School, third place winner, accompanied by Doctor Marie O'Brien, Principal and John Costello, Coach, accepted the trophy on behalf of all the team and thanked the Mayor and the aldermen. Dr. O'Brien also expressed pride in the accomplishments of the coach and the team, and also thanked the Mayor and the aldermen.

Next the fourth place winner, Leo High School was called to the rostrum and presented with the trophy. Captain Marty Carroll and Coach Tom O'Malley stated they were grateful to be present and were most appreciative to be recipients of the trophy.

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### REGULAR ORDER OF BUSINESS RESUMED.

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### JOURNAL (March 14, 1969).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on Friday, March 14, 1969, at 10:00 A.M., signed by him as such City Clerk.

Alderman Fifielski moved to *Approve* said printed Official Journal and to dispense with the reading thereof. The question being put, the motion *Prevailed.*

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### JOURNAL (March 31, 1969).

The City Clerk submitted the printed Official Journal of the Proceedings of the Special Meeting held on Monday, March 31, 1969, at 11:00 A.M., signed by him as such City Clerk.

Alderman Fifielski moved to *Approve* said printed Official Journal and to dispense with the reading thereof. The question being put, the motion *Prevailed.*

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## REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

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### *Referred*—MAYOR'S APPOINTMENT OF CLAIR *M.* RODDEWIG AS MEMBER OF PUBLIC BUILDING COMMISSION.

Honorable Richard J. Daley, Mayor, submitted the following communication, which was, at the request of two aldermen present (under the provisions of Council Rule 45) *Referred to the Committee on Finance:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

April 9, 1969.

*To the Honorable, The City Council of the City of Chicago:*

GENTLEMEN—I have appointed Mr. Clair M. Roddewig as a member of the Public Building Commission of Chicago for a term ending September 30, 1970.

Mr. Roddewig has served on the Commission as a member designated by the Chicago Board of Education since October, 1963. His valuable contribution to the Public Building Commission of Chicago will be continued by this appointment.

I respectfully request your approval of this appointment.

Very truly yours,
(Signed) RICHARD J. DALEY,
*Mayor.*

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### *Referred*—MAYOR'S APPOINTMENT OF WILLIAM A. LEE AS COMMISSIONER OF CHICAGO PARK DISTRICT.

Honorable Richard J. Daley, Mayor, submitted the following communication, which was, at the request of two aldermen present (under the provisions of Council Rule 45) *Referred to the Committee on Forestry and Recreation:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

April 9, 1969.

*To the Honorable, The City Council of the City of Chicago:*

GENTLEMEN—I have appointed Mr. William A. Lee as a Commissioner of the Chicago Park District to fill the unexpired term of Mr. William McFetridge. The term ends April 25, 1970.

I respectfully request your approval of this appointment.

Very truly yours,
(Signed) RICHARD J. DALEY,
*Mayor.*

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### *Placed on File*—NOTIFICATIONS AS TO APPOINTMENTS AND REAPPOINTMENTS BY MAYOR OF MEMBERS OF SPECIFIED CONSERVATION COMMUNITY COUNCILS.

Honorable Richard J. Daley, Mayor, submitted the following communications, which were *Placed on File:*

*West Woodlawn Conservation Community Council.*

OFFICE OF THE MAYOR
CITY OF CHICAGO

April 9, 1969.

*To the Honorable, The City Council of the City of Chicago:*

GENTLEMEN—I am pleased to inform you that I have reappointed Mr. John C. Robinson, Mrs. William C. Ward and Mrs. Iola Person as members of the West Woodlawn Conservation Community Council, each for a term of two years, expiring October 1, 1971.

Very truly yours,
(Signed) RICHARD J. DALEY,
*Mayor.*

*East Humboldt Park-Near Northwest Conservation Community Council.*

OFFICE OF THE MAYOR
CITY OF CHICAGO

April 9, 1969.

*To the Honorable, The City Council of the City of Chicago:*

GENTLEMEN—I appoint the following as members of the East Humboldt Park-Near Northwest Conservation Community Council: Sister Mary Edwin for the term ending January 14, 1970; Rev. Donald Stumpf for the term ending March 18, 1970; Mrs. Sally Johnson and Mrs. Marie Dewitz for the term ending January 14, 1971; Rev. Boleslavs Baginskis and Norbert Nielubowski for the term ending March 18, 1972.

I reappoint Mr. Ronald Caronti, Rev. Marion Kaleth and Mr. Santos Perez as members for the term ending January 14, 1972.

Very truly yours,
(Signed) RICHARD J. DALEY,
*Mayor.*

*Lincoln Park Conservation Community Council.*

OFFICE OF THE MAYOR
CITY OF CHICAGO

April 9, 1969.

*To the Honorable, The City Council of the City of Chicago:*

GENTLEMEN—I am pleased to inform you that I have made the following appointments and reappointments to the Lincoln Park Conservation Community Council:

I appoint Mr. Paul Johnson and Mr. James Moburg as members, each for the term of one (1) year expiring April 19, 1970, and Mr. Richard Brown and Mr. Edwin Sosa, each for the term of two (2) years expiring April 24, 1971, and Mr. Patrick Creer and Mr. Peter Bauer, each for the term of three (3) years expiring March 18, 1972, and Mr. Stephen C. Shamberg for the term of three (3) years expiring April 19, 1972.

I reappoint Mr. Lyle R. Mayer and Rev. T. J. Wangler, CM, as members, each for the term of two (2) years expiring April 24, 1971, and Dr. William Waters, Dr. Marvin A. Rosner and Mr. Felix Siva, each for the term of three (3) years expiring April 19, 1972.

Very truly yours,
(Signed) RICHARD J. DALEY,
*Mayor.*

*Uptown Conservation Community Council.*

OFFICE OF THE MAYOR
CITY OF CHICAGO

April 9, 1969.

*To the Honorable, The City Council of the City of Chicago:*

GENTLEMEN—I am pleased to inform you that I have made the following appointments and reappointments to the Uptown Conservation Community Council:

I appoint Mr. Frank McCallister, Mrs. Lorania Jones, Mrs. Irene Hutchinson, and Mr. James Norwood as members, each for the term of two (2) years expiring May 15, 1971, and Mr. Al Ramirez, Mr. Emmanuel Vasquez, Mrs. Harvey O. Minnick and Rev. Hubert Hoffman, each for the term of three (3) years expiring March 18, 1972, and Mr. Dewey Couch for the term of three (3) years expiring May 15, 1972.

I reappoint Mrs. Sylvia Rosenberg as a member for the term of two (2) years expiring May 15, 1971, and Mr. Ted Mizuno, Mrs. R. Hunter Middleton and Dr. Joseph Sonntag, each for the term of three (3) years expiring May 15, 1972.

Very truly yours,
(Signed) RICHARD J. DALEY,
*Mayor.*

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### *Referred*—PROPOSED ORDINANCE TO AUTHORIZE FILING OF REQUISITION FOR DEMOLITION GRANT REIMBURSEMENT PAYMENT PURSUANT TO CONTRACT NO. ILL. M-1(G).

Honorable Richard J. Daley, Mayor, submitted the following communication, which was together with the proposed ordinance transmitted therewith, *Referred to the Committe on Finance:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

April 9, 1969.

*To the Honorable, The City Council of the City of Chicago:*

GENTLEMEN—At the request of the Commissioner of Buildings, I transmit for your consideration the attached ordinance authorizing the filing of a Requisition for a Demolition Grant Reimbursement Payment, in the amount of $188,477.96, pursuant to Contract No. Ill. M-1 (G) authorized by Council action April 29, 1966.

This is the fifth and final requisition for reimbursement under this contract and your favorable consideration of this ordinance will permit an early reimbursement of funds actually expended in eliminating dangerous and dilapidated buildings from our neighborhoods.

Very truly yours,
(Signed) RICHARD J. DALEY,
*Mayor.*

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### Tribute Paid to Late Robert F. Campbell.

Honorable Richard J. Daley, Mayor, on behalf of himself and the other members of the City Council presented the following proposed resolution:

> WHEREAS, Almighty God, in His Infinite Wisdom called to his eternal reward Robert F. Campbell, Clerk of the City Council of the City of Chicago, on April 4, 1969; and
>
> WHEREAS, Robert F. Campbell was for 50 years an employee of the City of Chicago, and Clerk of this Council for 20 years; and
>
> WHEREAS, The orderly and efficient operation of this Council has depended, in large part, on the able and effective services performed in its behalf by Robert F. Campbell, both in its public meetings, for which he read all official items, and in the daily, continuing duties of administration, of preparation for each meeting and in concluding the work of past meetings; and
>
> WHEREAS, Robert F. Campbell, in his service to the Council as a whole, and in his endless service to the Mayor and to the individual Aldermen, had won the special respect and affection of all who relied so heavily on his dedicated and extraordinary competence; and
>
> WHEREAS, The many years of involvement with this Council gave to Robert F. Campbell a perspective and insight into the legislative process that made him an invaluable public servant, a man who knew what to do and how to do it, and an inexhaustible source of the essential information and detail necessary for the effective administration of so vast and complex a community as the City of Chicago; and
>
> WHEREAS, Among Robert Campbell's many duties was the reading before this Council of resolutions memorializing the passing of those persons who, in some way, were due the official recognition of the City of Chicago; it is thus fitting and proper that he now be accorded that same recognition, for his service to this community, for the service he gave to many Mayors and to many Aldermen, for the service he provided to fellow employees and to innumerable citizens at large and as a measure of the esteem and affection we held for him; now, therefore,
>
> *Be It Resolved,* That the Mayor and members of the City Council of the City of Chicago, in meeting assembled this 9th day of April, A. D., 1969, do hereby publicly express their sorrow at the passing of so reliable a fellow worker, and so devoted a friend as Robert F. Campbell, and do regretfully acknowledge the void that his passing leaves both in their united efforts for a better city and, more personally, in the warm and affectionate relationship that continued between them for two decades; and
>
> *Be It Further Resolved,* That a suitable copy of this memorial resolution be presented to Robert F. Campbell's wife, Irene Campbell.

Alderman McMahon moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed resolution. The motion *Prevailed.*

On motion of Alderman McMahon (seconded by Aldermen Campbell, Wigoda, O'Rourke, Fitzpatrick, Hoellen, Simon, Metcalfe, Despres, Cousins, Rayner, Sheridan, Krska, Biggs, Laurino, Burke and Keane) said proposed resolution was *Adopted,* unanimously, by a rising vote.

Alderman McMahon and all the seconding aldermen spoke highly of "Bob's" devotion to his work and his unfailing helpfullness whenever they had a problem to be solved. They spoke of his uncanny memory but most of all his cheerfulness, his willingness and his "big smile". His impartiality was lauded and his fairness to one and all was cited. It was declared that the Council Journal would forever be a tribute to his memory for accurateness and clearness. It was also noted that if the recording angel needed someone to call the roll, he would indeed have the right person to call on. His penchant for colorful shirts was also noted. The consensus of opinion was that he not only lived a good christian life, he acted the part as a man of impeccable integrity and all agreed that he would be sorely missed. All extended their condolences to Mrs. Campbell.

The Mayor then called upon John C. Marcin, City Clerk, who spoke of the "unsung hero" that Bob Campbell was. He too spoke of his lack of discrimination for one and all and his great, good humor. He too would miss him greatly.

The Mayor in his remarks stated that he had lost a close friend and the City Council and the City of Chicago a most conscientious public servant. He stated that he would miss him greatly. He extended his sincere sympathy to the bereaved widow.

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### Tribute Paid to Late William L. McFetridge.

Honorable Richard J. Daley, Mayor, on behalf of himself and the other members of the City Council presented the following proposed resolution:

> WHEREAS, Almighty God, in His Infinite Wisdom, called William L. McFetridge, national labor leader and president of the Chicago Park District Board, to his eternal reward on March 15, 1969; and
>
> WHEREAS, William L. McFetridge became a workingman more than 60 years ago when, as the 13-year-old son of an ice-truck driver, he went to work as a railroad waybill clerk for $20 a month; and
>
> WHEREAS, His involvement with the labor movement began in 1923 when he joined the Chicago Flat Janitors' Union; a year later he helped organize a public school service employees union which in 1927 elected him its president, a position he held for more than 20 years; and
>
> WHEREAS, His rise to pre-eminence in organized labor continued with his election in 1937 to the presidency of the Flat Janitors' Union, a position to which he brought the dedication and determination necessary for orderly and honest administration; and
>
> WHEREAS, The national recognition accorded him as a result of his successful efforts in union government led to his election as president of the Building Service Employees International Union, an organization that grew from 40,000 members to 250,000 under his supervision; his prominence and position made him a logical choice for a vice-presidency of

the AFL-CIO and membership on its executive council; and

WHEREAS, Despite his heavy and demanding responsibilities as leader of an International Union, William L. McFetridge gave freely of his time and talents to numerous public agencies and civic groups; he was for many years a member of the Illinois Mediation and Conciliation Department, and served on the Hospital Planning Council of Metropolitan Chicago, the Mayor's Committee on Economic and Cultural Development, the Railroad Terminal Authority, and the Citizen's Committee for a Cleaner Chicago; and

WHEREAS, William L. McFetridge's influence as labor leader was strengthened by personal qualities of public concern and integrity; his performance as a member of the Chicago Police Board and the Public Building Commission was outstanding and his leadership as President of the Chicago Park District Board was profoundly meaningful as he strove to assure "that every child would have a childhood"; and

WHEREAS, William L. McFetridge himself denied a formal education, was instrumental in the establishment of numerous scholarship programs, and among the many expressions of recognition he received during his lifetime, was his selection by Northwestern University as one of the 100 persons named an "associate" of that school; and

WHEREAS, William L. McFetridge's outstanding contributions to our society as labor leader, as public servant and as a citizen, made him one of those rare individuals who will be succeeded, but who can never be replaced in our community; now, therefore,

*Be It Resolved,* That the Mayor and members of the City Council of the City of Chicago, in meeting assembled this 9th day of April, A.D. 1969, do hereby publicly express their sorrow at the passing of William L. McFetridge and their recognition of his life-long dedication to the needs of his trade and his community; and

*Be It Further Resolved,* That a suitable copy of this memorial resolution be presented to the family of William L. McFetridge.

Alderman Keane moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed.*

On motion of Alderman Keane (seconded by Aldermen Sain, Marzullo, Campbell and Simon) the foregoing proposed resolution was *Adopted,* unanimously, by a rising vote.

Alderman Keane in his remarks to the Council stressed Mr. McFetridge's unsurpassed contributions to his fellow man, not only in the labor class, but in all his endeavors. He gave unstintingly of his time in many capacities, and was a staunch advocate of first-class citizenship for everyone.

The other aldermen in their seconding speeches praised him for all he had done for the laboring classes. They spoke of his leadership in all his efforts, both for labor and in all his civic responsibilities. It was pointed out that he had done more to eliminate discrimination in the apprenticeship field and worked untiringly to raise wages for unskilled labor in hospital work. It was stated that probably the high point of his life was in the erection of Marina Towers which would serve as a memorial to his memory as well as an outstanding feature of his beloved city. He too had been a giant among men.

Mayor Richard J. Daley, in addressing the Council spoke of Mr. McFetridge's outstanding quality and loyalty. He was always close to his friends. The Mayor spoke of his unswerving support in several of the problems the Mayor had faced. He stated that he had lost a truly loyal friend. He extended his sincere condolences to the sorrowing family.

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## *CITY COUNCIL INFORMED AS TO MISCELLANEOUS DOCUMENTS FILED OR RECEIVED IN CITY CLERK'S OFFICE.*

John C. Marcin, City Clerk, informed the City Council that documents have been filed or received in his office, relating to the respective subjects designated, as follows:

### *Proclamations.*

"Chicago Nurses' Week": March 23 through March 29, 1969;

"Montessori Day in Chicago": April 13, 1969;

"Byelorussian Independence Day in Chicago": March 25, 1969;

"Tropical Fish Week in Chicago": April 19 through April 25, 1969;

"National Home Improvement Month in Chicago": Month of May, 1969;

"Be Kind to Animals Week in Chicago": May 4-10, 1969;

"Henry George Conference Week in Chicago": Wednesday, July 8 through Sunday, July 13, 1969; and

"Henry George Day in Chicago": Tuesday, September 2, 1969;

"Schwaebischer Saengerbund Day in Chicago": Sunday, April 20, 1969;

"Cook County Bar Association Day" Honoring "Lloyd G. Wheeler": April 20, 1969;

"Pan American Week in Chicago": April 13 through April 19, 1969; and

"Pan American Day": Monday, April 14, 1969;

"Week of the Young Child": May 4-11, 1969;

"Ernie Banks' Day": Friday, April 11, 1969;

"Father of the Year Contest Time in Chicago": April 28 through May 10, 1969;

"Chicago Public School Employees' Recognition Week": May 4 through May 10, 1969;

"American Business Women's Week": April 21 through April 25, 1969.

### *Acceptances, Assignment and Bonds under Ordinances.*

Also acceptances, assignment and bonds under ordinances as follows:

Eugene Dietzgen Company: acceptance and bond under an ordinance passed on January 17, 1969 (tile conduit with pipes and wires); filed on February 26, 1969;

R. R. Donnelley and Sons Company: acceptance and bond under an ordinance passed on January 17, 1969 (covered bridge or passageway and tunnel); filed on March 5, 1969;

A. Epstein and Sons, Inc.: new bond together with an assignment from Continental Paper Grading Company of all right title, interest and benefits to switch track under an ordinance passed on July 11, 1968; filed on March 18, 1969;

Executive House, Inc.: acceptance and bond under an ordinance passed on December 30, 1968 (concrete platform with risers); filed on March 4, 1969;

La Salle National Bank of Chicago (Trustee, Trust No. 24700): acceptance and bond under an ordinance passed on January 17, 1969 (vault); filed on February 20, 1969;

The Merit Company: acceptance and bond under an ordinance passed on January 17, 1969 (covered bridge or passageway); filed on February 13, 1969;

1603 S. Canal Street Building Corp.: acceptance and bond under an ordinance passed on December 30, 1968 (switch track); filed on February 10, 1969;

Superior Marking Equipment Company: acceptance and bond under an ordinance passed on January 17, 1969 (covered bridge or passageway); filed on February 27, 1969;

Sam Trossman, Harold Trossman, Norman Trossman and Marvin Trossman: acceptance and bond under an ordinance passed on January 17, 1969 (concrete loading platform); filed on February 18, 1969;

The University of Chicago: acceptance and bond under an ordinance passed on December 30, 1968 (tunnel and connecting tunnel); filed on February 26, 1969;

The University of Chicago: acceptance and bond under an ordinance passed on January 17, 1969 (telephone conduit, service box and tunnel); filed on March 7, 1969;

Frank M. Whiston and Company, Agent for C and C Building: acceptance and bond under an ordinance passed on December 30, 1968 (steam pipes) filed on February 28, 1969.

### *State Approval of Ordinances Concerning M.F.T. Projects.*

Also communications from G. T. March, District Engineer, dated March 20, 1969, announcing that the Division of Highways of the Department of Public Works and Buildings of the State of Illinois has approved ordinances passed by the City Council on January 31, 1969, relating to the following specified subjects (involving expenditures of Motor Fuel Tax Funds), as follows:

Funds increased for rehabilitation, redecking, etc. of the W. Lake Street Bridge over the South Branch of the Chicago River (Section Lake Street 1010.2-CS);

Funds authorized for snow and ice control maintenance of Arterial Streets, County and State Highways during Year 1969 (Section Snow and Ice Control Maintenance 1969);

Funds authorized for cleaning and repair of sewers and appurtenances on Arterial Streets and State Highways (Section Sewer Maintenance 1969);

Funds authorized for repairs to pavements in Arterial Streets, County or State Highways during Year 1969 (Section Arterial Street Maintenance 1969);

Funds authorized for street-cleaning maintenance of Arterial Streets, County and State Highways during Year 1969 (Section Arterial Street Cleaning).

### *Duplicate Payrolls.*

Also duplicate payrolls for the periods ended on February 28 and March 15, 1969, received from Otto H. Loser, City Comptroller, as follows:

Police Department Payrolls 1180, 1180H, 1186 and 1187;

Fire Department Payrolls 1230, 1230H and 1235;

Miscellaneous Payrolls.

### *Oaths of Office.*

Also oaths of office of the following:

Dr. Deton J. Brooks, Jr. as Commissioner for the Department of Human Resources; filed on April 3, 1969;

Dr. Morgan J. O'Connell as a member of the Commission for the Rehabilitation of Persons; filed on April 3, 1969.

### *Reports and Documents of Commonwealth Edison Co.*

Also a communication (received on April 1, 1969) signed by William H. Colwell, Secretary of the Commonwealth Edison Company, which reads as follows:

> "Pursuant to the provision of the 1948 Franchise Ordinance granted to this Company, I am enclosing copies of reports of the Company, as listed below:
>
> Monthly report to Illinois Commerce Commission with respect to routine transactions with affiliates for the month of February, 1969.
>
> Statement, dated March 26, 1969, for bills issued in April, 1969, Illinois Commerce Commission relating to Standard Contract Rider No. 20.
>
> Monthly statement to Federal Power Commission (F.P.C. Form No. 5), of electric operating revenues and income, for the month of January, 1969.
>
> Monthly statement to Federal Power Commission (F.P.C. Form No. 5), of electric operating revenues and income, for the month of February, 1969.
>
> Monthly power statement to Federal Power Commission (F.P.C. Form 12-E), for the month of January, 1969.
>
> Monthly power statement to Federal Power Commission (F.P.C. Form 12-E), for the month of February, 1969.
>
> Monthly power plant report to Federal Power Commission (F.P.C. Form No. 4), for the month of January, 1969."

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## *CITY COUNCIL INFORMED AS TO CERTAIN ACTIONS TAKEN.*

### *Pamphlet Publication of Ordinances.*

The City Clerk informed the City Council that all those ordinances which were passed by the City Council on March 14, 1969, and which were required by statute to be published in book or pamphlet form or in one or more newspapers, were published in pamphlet form on April 3, 1969 by being printed in full text in printed pamphlet copies of the Journal of the Proceedings of the City Council of the regular meeting held on March 14, 1969 [published by authority of the City Council in accordance with the provisions of Section 5-5 of the Municipal Code of Chicago, as passed on December 22, 1947], which printed pamphlet copies were delivered to the City Clerk on April 3, 1969.

### *Newspaper Publication of Ordinances.*

The City Clerk further informed the City Council that he had published in *Chicago's American* a newspaper of general circulation published in the City of Chicago on March 24, 1969, the following ordinances passed by the City Council on March 14, 1969:

An ordinance amending Section 4 of "An Ordinance authorizing the issue of $21,000,000 Municipal Building Bonds of the City of Chicago and providing for the levy of taxes for the payment thereof";

An ordinance amending Section 4 of "An Ordinance authorizing the issue of $28,000,000 Sewer Bonds of the City of Chicago and providing for the levy of taxes for the payment thereof";

An ordinance amending Section 4 of "An Ordinance authorizing the issue of $19,000,000 Public Transportation Bonds of the City of Chicago and providing for the levy of taxes for the payment thereof".

### *Filing of Certified Copies with County Clerks of Three Ordinances Authorizing Issuance of Specified Bonds.*

The City Clerk further informed the City Council that he had filed with the County Clerk of Cook County on March 26, 1969, and with the County Clerk of DuPage County on March 31, 1969, respectively, certified copies of three ordinances passed by the City Council on March 14, 1969, as follows:

An ordinance amending Section 4 of "An Ordinance authorizing the issue of $21,000,000 Municipal Building Bonds of the City of Chicago and providing for the levy of taxes for the payment thereof";

An ordinance amending Section 4 of "An Ordinance authorizing the issue of $28,000,000 Sewer Bonds of the City of Chicago and providing for the levy of taxes for the payment thereof";

An ordinance amending Section 4 of "An Ordinance authorizing the issue of $19,000,000 Public Transportation Bonds of the City of Chicago and providing for the levy of taxes for the payment thereof".

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## *MISCELLANEOUS COMMUNICATIONS, REPORTS, ETC. REQUIRING COUNCIL ACTION (TRANSMITTED TO CITY COUNCIL BY CITY CLERK).*

The City Clerk transmitted communications, reports, etc., relating to the respective subjects listed below, which were acted upon by the City Council in each case in the manner noted, as follows:

### *Annual Report of Chicago Housing Authority.*

A report of the Chicago Housing Authority submitted by C. E. Humphrey, Executive Director, for the fiscal year ended December 31, 1968.—*Placed on File.*

### *Recommendations by Commissioner of Development and Planning and Zoning Administrator Pertaining to Specified Amendments to Chicago Zoning Ordinance.*

Also a communication signed by Lewis W. Hill, Commissioner of the Department of Development and Planning under date of March 14, 1969, showing recommendations of the Commissioner and the Zoning Administrator concerning zoning amendments for which public hearings were held on Friday, March 7 and Monday, March 10, 1969 in accordance with provisions of Section 11.9-4 of the Chicago Zoning Ordinance as passed by the City Council on January 31, 1969.—*Placed on File.*

### *Notification as to Filing of Performance Bond, Etc., as Per Agreement between City and International Business Machines Corp.*

Also the following communication from Otto H. Loser, City Comptroller, under date of March 21, 1969, which was *Placed on File:*

CITY OF CHICAGO
OFFICE OF THE CITY COMPTROLLER

March 21, 1969.

*Hon. John C. Marcin,*
*City Clerk,*
*City of Chicago.*

DEAR SIR:

Re: Agreement between City of Chicago and International Business Machines Corporation Approved by City Council November 15, 1968, pages 3783-3787.

As per Section 6 of the above ordinance, the writer is herewith returning for your records the following:

(a) Performance bond in the amount of $200,000.00,

(b) Copy of receipt showing a deposit of $150,000.00,

(c) The Surety Bond in the Penal sum of $1,000,000.00

The original agreement recorded March 7, 1969 as Document No. 20775148 and also the original release deed recorded March 7, 1969 as Document No. 20775149.

Very truly yours,

(Signed) OTTO H. LOSER,
*City Comptroller.*

### *Court Decisions.*

Also communications from the Law Department addressed to the City Council, signed by Stuart Sikevitz, Henry N. Novoselsky, Edmund Hatfield, RocLyne E. LaPorte and Marsile J. Hughes, Assistants Corporation Counsel, and Marvin E. Aspen, Head of Appeals and Review Division, transmitting the following decisions, which were *Placed on File:*

*City of Chicago, Plaintiff-Appellant, vs. Chicago Title and Trust Company, Trustee under Trust No. 37335 and Deed in Trust, dated February 1, 1955, Oscar W. Berkson and Unknown Owners, Defendants, Oscar W. Berkson, Marshall Berkson, Sylvia Berkson and Chicago Title and Trust Company, Defendants-Appellees, Illinois Appellate Court, First District, No. 52495.* On February 24, 1969 the Illinois Appellate Court, First District in dismissing the within appeal stated that there was a counter claim still pending in the trial court and since the controversy had not been disposed of, the order appealed from, was not appealable;

*Peo. ex rel. Dever, et al., vs. O. W. Wilson, et al., Illinois Appellate Court No. 52586.* The Illinois Appellate Court on March 17, 1969 reversed a judgment of the Circuit Court of Cook County and ordered the complaint in the Circuit Court to be dismissed. The plaintiffs brought an action in mandamus for reinstatement to their positions in the Chicago Police Department. The Appellate Court in reversing the judgment of the Circuit Court stated that a mandamus proceeding was improper under the Administrative Review Act;

*Lion Specialty & Properties, Inc. v. Zoning Board of Appeals, et al., Illinois Appellate Court No. 53082.* On March 25, 1969 the Illinois Appellate Court reversed the judgment of the Circuit Court of Cook County and ordered the cause remanded for further hearings. The Appellate Court stated that the plaintiff was not afforded a full hearing by the Zoning Board of Appeals as provided under the Illinois Administrative Review Act. The cause was remanded to afford the necessary full hearing.

*Sundin v. Hughes, Illinois Appellate Court No. 52418.* The Appellate Court reversed and remanded the order of the Circuit Court of Cook County dismissing the foregoing complaint and stating that the said complaint was not defective, thus ruling against the City.

*Schnell et al., v. City of Chicago et al., United States Court of Appeals, No. 17147.* The United States Court of Appeals on March 17, 1969 filed an opinion reversing and remanding the cause for a new trial. This was a *Class* Action filed in the Federal District Court during the 1968 Democratic Convention. The complaint alleged that members of news media were assaulted by police officers during news gathering, consequently violating their civil rights. The District Court dismissed and plaintiff appealed. The Court of Appeals held that the complaint did state a cause of action under the Civil Rights Act and therefor, the case should be tried on its merits.

*Johnkol, Inc., et al., v. License Appeal Commission et al., Illinois Supreme Court, Nos. 41679 cons. 41728.* The Supreme Court of Illinois rendered an opinion reversing two judgments of the Circuit Court of Cook County which affirmed the decision of the Local Liquor Control Commissioner of Chicago and the License Appeal Commission of Chicago revoking plaintiff's liquor license and denying plaintiff's petition for mandamus for return of plaintiff's music and dance, food and tobacco licenses, also revoked by the Mayor. After determination of certain questions of constitutionality, the Court held the twenty-day time period to be mandatory in nature and therefor held the order of the License Appeal Commission affirming the revocation order rendered twenty-eight days after filing Notice of Appeal to be invalid. Since revocation of plaintiff's other licenses was predicated upon revocation of plaintiff's liquor license to be invalid, the Court ordered the return of plaintiff's other City licenses.

*Emil Johnson v. City of Chicago, Appellate Court of Illinois, First District No. 51179.* On March 14, 1969 the Appellate Court of Illinois filed an opinion reversing the judgment of the Circuit Court of Cook County and upheld the R2 zoning of the subject property. The plaintiff had obtained an illegal building permit and when stopped by the City, after the cancellation of the permit. The plaintiff filed a declaratory judgment action. The Appellate Court held that the plaintiff had not overcome the presumptive validity of the Zoning Ordinance and stated that the minimum lot area requirement of the single-family residence district is a valid zoning classification.

### *Zoning Reclassifications of Particular Areas.*

Also applications (in triplicate) of the persons named below, together with proposed ordinances, for amendment of the Chicago Zoning Ordinance as amended, for the purpose of reclassifying particular areas, which were *Referred to the Committee on Buildings and Zoning, as* follows:

C M C Associates—to classify as an R7 General Residence District instead of an R6 General Residence District the area shown on Map No. 11-G bounded by

N. Broadway; a line drawn from a point 250 feet north of W. Buena Avenue along the west line of N. Broadway to a point 70.9 feet west of N. Broadway and 198 feet north of W. Buena Avenue; a line 198 feet north of W. Buena Avenue; a line 142 feet east of N. Sheridan Road; a line 148 feet north of W. Buena Avenue; a line 218.5 feet east of N. Sheridan Road; W. Buena Avenue; and N. Sheridan Road;

Franklin Picture Frame Co.—to classify as a C2-2 General Commercial District instead of a B2-2 Restricted Retail District the area shown on Map No. 11-H bounded by

W. Montrose Avenue; the alley next west of and parallel to N. Damen Avenue; the alley next south of and parallel to W. Montrose Avenue; and a line 140 feet west of the alley next west of and parallel to N. Damen Avenue;

Robert E. Haskins—to classify as a C2-1 General Commercial District instead of a B4-1 Restricted Service District the area shown on Map No. 9-K bounded by

a line 356.82 feet north of W. Roscoe Street; the alley next east of and parallel to N. Cicero Avenue; a line 290 feet north of W. Roscoe Street; and N. Cicero Avenue;

Hauser Products, Inc.—to classify as an M1-1 Restricted Manufacturing District instead of an R3 General Residence District the area shown on Map No. 5-J bounded by

a line 108 feet south of W. Bloomingdale Avenue; the alley next east of and parallel to N. Kimball Avenue; a line 155 feet south of W. Bloomingdale Avenue; and N. Kimball Avenue;

Rose Jilek—to classify as a B4-2 Restricted Service District instead of a B4-1 Restricted Service District the area shown on Map No. 20-J bounded by

a line 250 feet south of W. 81st Street; S. Kedzie Avenue; W. 82nd Street; and the alley next west of and parallel to S. Kedzie Avenue;

Carmen Neri—to classify as an R4 General Residence District instead of an R2 Single Family Residence District the area shown on Map No. 13-P bounded by

a line 215 feet north of W. Evelyn Lane; a line 115 feet west of N. Delphia Avenue; W. Evelyn Lane; and a line 230 feet west of N. Delphia Avenue;

Shangri La Theatre Corp.—to classify as a B7-7 General Central Business District instead of a B6-7 Restricted Central Business District the area shown on Map No. 1-F bounded by

a line 51.2 feet north of W. Haddock Place; N. State Street; W. Haddock Place; and a line 80.5 feet west of N. State Street;

Harold Shlensky—to classify as a B4-4 Restricted Service District instead of a B3-4 General Retail District the area shown on Map No. 16-C bounded by

E. 70th Place; S. South Shore Drive; a line 137 feet south of E. 70th Place; and a line 100 feet west of S. South Shore Drive;

South Chicago Savings Bank—to classify as a

B5-2 General Service District instead of a B3-2 General Retail District, a B3-3 General Retail District and a C2-2 General Commercial District the area shown on Map No. 22-B bounded by

E. 92nd Street; the alley next east of and parallel to S. Commercial Avenue; a line 139 feet south of E. 92nd Street; S. Commercial Avenue; the alley next south of and parallel to E. 92nd Street; the alley next west of and parallel to S. Commercial Avenue; S. South Chicago Avenue; and S. Exchange Avenue;

John W. Tyminski—to classify as a C1-1 Restricted Commercial District instead of an R3 General Residence District the area shown on Map No. 9-I bounded by

a line 154 feet north of W. Melrose Street; N. California Avenue; the alley next north of and parallel to W. Belmont Avenue; the alley next northeast of and parallel to N. Elston Avenue; W. Melrose Street; the alley next west of and parallel to N. California Avenue; the alley next north of and parallel to W. Melrose Street; and the alley next west of and parallel to N. California Avenue;

Lawrence Walner, Attorney for Dr. Wade Malhas—to classify as an R5 General Residence District instead of an R3 General Residence District the area shown on Map No. 12-G bounded by

the alley next north of and parallel to W. Garfield Boulevard; S. May Street; W. Garfield Boulevard; and a line 139 feet 4½ inches west of S. May Street;

Whitely Estates Corporation—to classify as a B2-1 Restricted Retail District instead of an R3 General Residence District the area shown on Map No. 28-H bounded by

W. Monterey Avenue; S. Hermosa Avenue; the alley next south of and parallel to W. Monterey Avenue; and a line 155 feet west of S. Hermosa Avenue.

### *Claims against City of Chicago.*

Also claims against the City of Chicago, which were *Referred to the Committee on Finance,* filed by the following:

David H. Abbihil, Ruth Agusto, A & H Plumbing, Allstate Insurance (Archie Burton, David Telpuer, Lamorne Threet, Franak Tucker), American Graphics Corp., The Atlantic Companies and Ronald Hurst, Avis Rent A Car, Homer A. Bain, Clement Balonek, Estate of Jack Barth, Alonzo Baylock, Margaret J. Belvedere, Michael J. Bibbiano, Bernice Bluemer, Solomon and Harriet Bochner, Broadway Discount Center, Inc., Eugene Bridges, Cecelia Barch Caplan, Estate of Anthony Capodice, Car City Insurance Co. and R. Lind, Elmer M. Cargill, Chicago, Rock Island and Pacific R.R. Co., Courtesy Lease Save Plan, Inc., John E. Danko, James Davis, Ernest J. Dossin III, James E. Drake, Sr., Mrs. George Duke, Walter Dulek, Jack M. Edwards, Robert F. Egenes, Equity Insurance Agency and Morton Liebling, Gregory M. Fiala, Gary Freigo, Louis Friedman, William Gay, Darlyne K. Garwood, Richard J. Geary, General Services Administration, J. P. Gits Molding Corp., Lucille Glenz, Morrie Gordon, Frank Goetz, Roselyn K. Gothelf, Crane Trucking Co., Fernando E. Gutierrez, Ronald Handler, Frank H. Harenza, Florence Harmon, C. F. Hasbrouck, Geoffrey Hazard, Harlan E. Hjertaas, Estate of Otto L. Hoger, Home Insurance Co. and Sentinal Realty Corp. and Standard Theatres, Inc., Horace Mann Insurance Group and Gloria McCroey, Illinois Central Hospital, John W. Johnson, Peter M. Joseph, Estate of Carl Jung, John E. Kavanaugh, William A. Kill, R. Klepitsch, Thaddeus J. Krajenta Jr., William Krous, Thor Laisy, Michael J. Laraia Insurance and Arthur Holub, Estate of Leo J. Leonard, Candace J. Love, Arthur I. Mark, Estate of Joseph D. Mason, Mary McComb, Darrell McKenna, William Meaders, James P. Meade and Co., Estate of William G. Menk, Odie Montgomery, Jr., Motors Insurance Corp. (George Banks, Herbert Bruce, and Thomas Panos), Mount Hope Cemetery Association, Estate of Henry L. Mozell, Mohamed A. Muthana, Margaret Needham, Johnny Alara Oblitas, Dave Oehler, Leona O'Neill, Ben Owens, Estate of Martin Palman, Dan Paul, Alvis Payne, The Peoples Gas Light and Coke Co. (2), Saturnino T. Placencia, Fenton H. Pride, Lt. William J. Pyrek, Cleveland Rankin, Jack L. Recht, John Henry Reider, Sara Rejman, Blanch Riley, Jose A. Roman, Marshall L. Ross, Jr., Estate of Michael J. Rudden, Melvin V. Rummel, Patrick J. Shannon, Alexander Singleton, William Singleton, Steven Simkin, Edward S. Smith, St. Paul Fire and Marine Insurance, and Roy Ingram, State Farm Insurance (John Anderson, Joseph Buitenwerf, Ronald W. Heinz, Leonard Skuby, Sam Sorkin, and Charles Stillo), Sterling Stewart, Anthony T. Stoklosa, Strom Food and Liquors Inc., Harold G. Tarver, Peter Tomaszek, Gerald Tomlonson, Helen M. Tubridy, Earl Vahl, Volkswagen Insurance Co., and Anthony D. Rogers, Linda M. Vrankovich, John Walley, Water Distribution Division Employees, Welding Industrial Supply Co. Inc., Theodore Zelickman, Donna Zurawski.

### *Settlements of Suits with Entries of Judgments against City.*

Also a report from the Corporation Counsel addressed to the City Council under date of April 1, 1969 (signed by Brian M. Kilgallon, Assistant Corporation Counsel), as to suits against the City of Chicago in which settlements were made and judgments entered.—*Referred to the Committee on Finance.*

### *Rescinding of Grant of Privilege to Lung Kai Co.*

Also a communication from Otto H. Loser, City Comptroller, addressed to the Mayor and the City Council under date of April 3, 1969, transmitting a proposed ordinance to repeal the ordinance passed by the City Council on March 24, 1965, granting permission and authority to Lung Kai Company to maintain and use a vault underneath the surface of the alley in the rear of No. 209 W. Cermak Road. (Vault filled and pavement restored).—*Referred to the Committee on Local Industries, Streets and Alleys.*

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## *Referred*—PROPOSED ORDINANCE RECOMMENDED BY BOARD OF LOCAL IMPROVEMENTS FOR *Repeal* OF CERTAIN IMPROVEMENT ORDINANCE.

The City Clerk transmitted a communication from Virgil A. Berg, Secretary of the Board of Local Improvements, addressed to him under date of March 25, 1969, and a proposed ordinance to *repeal* an ordinance passed on May 8, 1968 for the construction of a ten inch tile pipe sewer with one new concrete manhole and two new concrete catchbasins complete, and for grading and paving with eight inches of Portland cement concrete and otherwise improving the roadways of the alleys between W. 83rd Street, W. 83rd Place, S. Homan Avenue and S. St. Louis Avenue;

also that part of the north-south alley from a line parallel with and eighteen feet south of the north line of W. 83rd Place to the north line of W. 83rd Place; which was *Referred to the Committee on Local Industries, Streets and Alleys.*

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### *Referred*—PROPOSED ORDINANCES RECOMMENDED BY BOARD OF LOCAL IMPROVEMENTS FOR CONSTRUCTION OF SIDEWALKS AND FOR ALLEY AND STREET IMPROVEMENTS.

The City Clerk transmitted the following communications addressed to him under dates of March 18, 26 and 31, 1969 (signed by Virgil A. Berg, Secretary of the Board of Local Improvements), which were together with the proposed ordinances transmitted therewith, *Referred to the Committee on Local Industries, Streets and Alleys:*

"Submitted herewith is an improvement ordinance for presentation to the City Council at its next regular meeting, April 9, 1969.

Ward 10—Construction of a concrete sidewalk six (6) feet in width and one (1) foot from the lot line towards the curb line in a system of streets as follows:

South curb line of E. 126th Street to north lot line of E. 138th Street from the east curb line of S. Muskegon Avenue to the west curb line of S. Avenue O, etc.".

"Submitted herewith is an improvement ordinance for presentation to the City Council at its next regular meeting, April 9, 1969.

"As provided in the Local Improvement Act, the Board has held a public hearing on said improvement with reference to the extent, nature, kind, character and estimated cost thereof and recommends passage of said ordinance:

Ward 13—Grading, paving and improving S. KILBOURN AVENUE from the north line of W. 58th Street to the north line of W. 59th Street".

"Submitted herewith are twelve (12) improvement ordinances for presentation to the City Council at its next regular meeting, April 9, 1969.

"As provided in the Local Improvement Act the Board has held public hearings on said improvements with reference to the extent, nature, kind, character and estimated cost thereof and recommends passage of said ordinances:

Ward 8—Grading and paving alley between E. 80th Street, E. 81st Street, S. Indiana Avenue and S. Michigan Avenue;

Ward 12—Grading and paving alley between W. 43rd Street, W. 44th Street, S. St. Louis Avenue and S. Drake Avenue;

Ward 17—Grading and paving alleys between W. 80th Street, W. 81st Street, S. LaSalle Street and S. Wentworth Avenue;

Ward 21—Grading and paving alleys between W. 100th Street, W. 100th Place, S. Princeton Avenue and C. & W.I. Railroad;

Ward 21—Grading and paving alley between W. 97th Street, W. 98th Street, S. Green Street and S. Peoria Street;

Ward 23—Grading and paving alley between W. 60th Street, W. 61st Street, S. Major Avenue and S. Massasoit Avenue, etc.;

Ward 23—Grading and paving alleys between W. 54th Street, W. Archer Avenue, S. Natoma Avenue and S. Normandy Avenue;

Ward 23—Grading and paving alley between W. 48th Street, W. 49th Street, S. Knox Avenue and S. Kilpatrick Avenue, etc.;

Ward 35—Grading and paving the east and west alley between W. Wellington Avenue, W. George Street, N. Kenosha Avenue and N. Kildare Avenue;

Ward 38—Grading and paving alley between W. Grace Street, W. Waveland Avenue, N. Oconto Avenue and N. Octavia Avenue;

Ward 45—Grading and paving alleys between W. Foster Avenue, W. Winona Street, N. Elston Avenue and N. Lavergne Avenue;

Ward 50—Grading and paving alley between W. Rosemont Avenue, W. Granville Avenue, N. California Avenue and N. Mozart Street".

"Submitted herewith is an improvement ordinance for presentation to the City Council at its next meeting, April 9, 1969.

"As provided in the Local Improvement Act, the Board has held a public hearing on said improvement with reference to the extent, nature, kind, character and estimated cost thereof and recommends passage of said ordinance:

Ward 45—Grading and paving alleys between W. Strong Street, W. Gunnison Street, N. Mobile Avenue and N. Mulligan Avenue, etc.".

"Submitted herewith is an improvement ordinance for presentation to the City Council at its next regular meeting, April 9, 1969.

"As provided in the Local Improvement Act, the Board has held a public hearing on said improvement with reference to the extent, nature, kind, character and estimated cost thereof and recommends passage of said ordinance:

Ward 13—Grading and paving alley from the west line of S. Springfield Avenue to the east line of Lot 6 of Mandell's Sub. of the N½ of the S½, NW¼ Sec. 23-38-13 between W. 65th Place, W. 66th Street, S. Springfield Avenue and S. Pulaski Road, etc.".

# REPORTS OF COMMITTEES.

Committee reports were submitted as indicated below. *No request under the statute was made by any two aldermen present to defer any of said reports, for final action thereon, to the next regular meeting of the Council, except where otherwise indicated.*

## COMMITTEE ON FINANCE.

### Approval Given to Mayor's Appointments of Robert McNamara and Henry P. Wilson as Members of Commission on Human Relations.

The Committee on Finance submitted the following report:

CHICAGO, April 9, 1969.

*To the President and Members of the City Council:*

Your Committee on Finance to which was referred (on March 14, 1969) a communication from the Mayor transmitting a communication requesting City Council approval of the appointments of Robert McNamara and Henry P. Wilson to the Chicago Commission on Human Relations, having had the same under advisement, begs leave to report and recommend that your Honorable Body *Approve* the appointments of Robert McNamara and Henry P. Wilson to the Chicago Commission on Human Relations.

This recommendation was concurred in by 22 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) THOMAS E. KEANE,
*Chairman.*

Alderman Simon offered an amendment to add the name of "Paul Lund" after the name "Robert McNamara" wherever it appears in the committee report. Alderman Keane stated Alderman Simon's motion was out of order for the reason that the name of Paul Lund was still before the Committee on Finance.

The Chair ruled the point of order *well-taken.*

Alderman Simon appealed the decision of the Chair.

The Chair then declared the question to be *"Shall the decision of the Chair be sustained?"* The decision of the Chair was sustained by yeas and nays as follows:

*Yeas*—Aldermen Roti, Metcalfe, Holman, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, Fifielski, Wigoda—37.

*Nays*—Aldermen Despres, Rayner, Cousins, Simon, O'Rourke—5.

Alderman Despres then moved to postpone approval of the appointments of Robert McNamara and Henry P. Wilson until the next meeting of the City Council.

The motion was *Lost* by yeas and nays as follows:

*Yeas*—Aldermen Despres, Rayner—2.

*Nays*—Aldermen Roti, Hubbard, Metcalfe, Holman, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, Fifielski, O'Rourke, Wigoda—40.

On motion of Alderman Keane the committee's recommendation was concurred in and said appointments were *Approved,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Fifielski, O'Rourke, Wigoda—43.

*Nays*—None.

### Offer Accepted for Purchase of $28,000,000 General Obligation Bonds of City of Chicago.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

AN ORDINANCE

Confirming sale of $28,000,000 General Obligation Bonds of the City of Chicago.

WHEREAS, The ordinances authorizing the issue of $28,000,000 General Obligation Bonds of the City of Chicago, hereinafter described, provided that such bonds bear interest at the rate of four per cent (4%) per annum and five per cent (5%) per annum, respectively, which were the prevailing rates of interest upon such bonds at the time the election was held, when a majority of the electors voting upon the questions approved the issuance of such bonds; and

WHEREAS, Money market conditions throughout the United States have materially changed since such election was held on June 14, 1966, and interest rates have increased upon all types of securities, even affecting the value of outstanding United States Bonds and drastically decreasing the market value of bonds of municipalities that have been voted bearing a fixed rate of interest; and

WHEREAS, As directed by the City Council the City Comptroller has advertised for sealed proposals for the purchase of the bonds described as follows:

$7,000,000 Municipal Building Bonds dated January 1, 1968, due $1,000,000 on January 1 of each of the years 1972 to 1978, inclusive, to bear interest at the rate of 5% per annum.

$10,000,000 Public Transportation Bonds dated January 1, 1968, due $500,000 on January 1 of each of the years 1974 and 1975, $1,500,000 on January 1 of each of the years 1976 to 1981, inclusive, to bear interest at the rate of 5% per annum.

$3,000,000 Community Redevelopment Bonds dated January 1, 1968, due $500,000 on January 1 of each of the years 1976 to 1981, inclusive, to bear interest at the rate of 4% per annum.

$2,000,000 Garbage and Refuse Disposal Bonds dated January 1, 1968, due $500,000 on January 1 of each of the years 1972 to 1975, inclusive, to bear interest at the rate of 5% per annum.

$5,000,000 Sewer Bonds dated January 1, 1968, due $2,000,000 on January 1 of each of the years 1978 and 1979, $1,000,000 due January 1, 1980, to bear interest at the rate of 5% per annum.

$1,000,000 Electric Street Lighting Bonds dated January 1, 1968, due $500,000 on January 1 of each of the years 1983 and 1984, to bear interest at the rate of 5% per annum;

and

WHEREAS, The City Comptroller has given extended publicity of the proposed sale of said bonds hereinabove described by advertisement in the Chicago's American, a newspaper having a general circulation in the City of Chicago and in The Bond Buyer, a financial newspaper published in the City of New York, New York, such publications having been made at least ten days prior to the date of such sale so as to determine the market value of such bonds and bids for their purchase have been received; and

WHEREAS, The improvements for which said bonds were authorized are now in progress and it is essential and necessary that such bonds be sold at this time at the best price obtainable as determined by the business judgment and good faith of this City Council; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. It is hereby found that advertisement for the sale of said $28,000,000 General Obligation Bonds of the City of Chicago was made in newspapers and otherwise so that notice of such sale was received by all banks, investment houses, persons and corporations in the country that ordinarily deal in bonds of the City of Chicago, and bids for their purchase have been received, reflecting the value of such bonds in the money markets of the country, as follows:

| *Name of Bidder* | *Amount of Bid* | *Interest Cost* | *Interest Percent* |
|---|---|---|---|
| The First National Bank of Chicago and Associates | $27,409,700.00 | $12,005,300.00 | 5.13047 |
| Chemical Bank, Glore Forgan, Wm. R. Staats | 27,186,849.76 | 12,228,150.24 | 5.22570 |

SECTION 2. This City Council is authorized to and it is its duty to prescribe the conditions upon which these bonds shall be sold, and after due consideration of these bids it is determined that the offer to purchase such $28,000,000 General Obligation Bonds by The First National Bank of Chicago and Associates is the highest price offered and represents the market value of these bonds and represents the lowest net interest cost to the City, computed to the fixed maturities of the bonds and is considered the most advantageous to the City of Chicago and should be accepted, and such offer to purchase such bonds is hereby accepted, the purchase price being as follows:

*$3,000,000 4% Community Redevelopment Bonds*
*(Part of an authorized issue of $50,000,000)*

| *Bond Numbers Inclusive* | *Principal Amount* | *Maturity* | *Interest Rate* |
|---|---|---|---|
| 2501-2600 | $500,000 | 1976 | 4% |
| 3201-3300 | 500,000 | 1977 | 4% |
| 4001-4100 | 500,000 | 1978 | 4% |
| 4801-4900 | 500,000 | 1979 | 4% |
| 5301-5400 | 500,000 | 1980 | 4% |
| 6001-6100 | 500,000 | 1981 | 4% |

Purchase Price $3,000,000.00 and accrued interest from January 1, 1969 to date of delivery.

*$2,000,000 5% Garbage and Refuse Disposal Bonds*
*(Part of an authorized issue of $7,000,000)*

| *Bond Numbers Inclusive* | *Principal Amount* | *Maturity* | *Interest Rate* |
|---|---|---|---|
| 1401-1500 | $500,000 | 1972 | 5% |
| 1501-1600 | 500,000 | 1973 | 5% |
| 1601-1700 | 500,000 | 1974 | 5% |
| 1701-1800 | 500,000 | 1975 | 5% |

Purchase Price $2,000,000.00 and accrued interest from January 1, 1969 to date of delivery.

*$1,000,000 5% Electric Street Lighting Bonds*
*(Part of an authorized issue of $20,000,000)*

| *Bond Numbers Inclusive* | *Principal Amount* | *Maturity* | *Interest Rate* |
|---|---|---|---|
| 3401-3500 | $500,000 | 1983 | 5% |
| 3501-3600 | 500,000 | 1984 | 5% |

Purchase Price $1,000,000.00 and accrued interest from January 1, 1969 to date of delivery.

*$7,000,000 Municipal Building Bonds,*
*Dated January 1, 1968*

*(Part of an authorized issue of $36,000,000),*
*Interest Rate 5%.*

| *Principal Amount* | *Bond Numbers Inclusive* | *Maturity* | *Purchase Price for each $100 Par Value plus Accrued Interest from Jan. 1, 1969* |
|---|---|---|---|
| $1,000,000 | 3001-3200 | Jan. 1, 1972 | $98.17 |
| $1,000,000 | 3301-3500 | Jan. 1, 1973 | $98.17 |
| $1,000,000 | 3601-3800 | Jan. 1, 1974 | $98.00 |
| $1,000,000 | 3901-4100 | Jan. 1, 1975 | $97.66 |
| $1,000,000 | 4201-4400 | Jan. 1, 1976 | $97.45 |
| $1,000,000 | 4501-4700 | Jan. 1, 1977 | $97.49 |
| $1,000,000 | 4801-5000 | Jan. 1, 1978 | $97.18 |

Total Purchase Price $6,841,200.00

*$5,000,000 Sewer Bonds, Dated January 1, 1968 (Part of an authorized issue of $46,000,000), Interest Rate 5%.*

| *Principal Amount* | *Bond Numbers Inclusive* | *Maturity* | *Purchase Price for each $100 Par Value plus Accrued Interest from Jan. 1, 1969* |
|---|---|---|---|
| $2,000,000 | 5301-5700 | Jan. 1, 1978 | $97.18 |
| $2,000,000 | 5901-6300 | Jan. 1, 1979 | $97.18 |
| $1,000,000 | 6501-6700 | Jan. 1, 1980 | $96.76 |

Total Purchase Price $4,854,800.00

*$10,000,000 Public Transportation Bonds, Dated January 1, 1968*

*(Part of an authorized issue of $28,000,000), Interest Rate 5%.*

| *Principal Amount* | *Bond Numbers Inclusive* | *Maturity* | *Purchase Price for each $100 Par Value plus Accrued Interest from Jan. 1, 1969* |
|---|---|---|---|
| $ 500,000 | 2101-2200 | Jan. 1, 1974 | $98.00 |
| $ 500,000 | 2401-2500 | Jan. 1. 1975 | $97.66 |
| $1,500,000 | 2501-2800 | Jan. 1, 1976 | $97.45 |
| $1,500,000 | 2801-3100 | Jan. 1, 1977 | $97.49 |
| $1,500,000 | 3101-3400 | Jan. 1, 1978 | $97.18 |
| $1,500,000 | 3401-3700 | Jan. 1, 1979 | $97.18 |
| $1,500,000 | 3701-4000 | Jan. 1, 1980 | $96.76 |
| $1,500,000 | 4001-4300 | Jan. 1, 1981 | $96.30 |

Total Purchase Price $9,713,700.00

SECTION 3. That the Treasurer and City Comptroller upon receipt of the purchase price of said bonds, including interest from January 1, 1969, shall deliver said bonds to The First National Bank of Chicago and Associates, the purchaser thereof, on the basis of the purchase price therefor hereinabove set out.

SECTION 4. That this ordinance shall be in full force and effect immediately upon its adoption and approval, as provided by law.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed*, by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, Fifielski, Wigoda —40.

*Nays*—Aldermen Rayner, Simon, Hoellen—3.

Alderman Janousek moved to *Reconsider* the foregoing vote. The motion was *Lost*.

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### *Placed on File*—NOTIFICATIONS TO CITY COUNCIL AS TO SELECTIONS OF PROXIES TO AFFIX SIGNATURES OF MAYOR AND CITY COMPTROLLER TO GENERAL OBLIGATION BONDS FOR SPECIFIED PURPOSES.

By unanimous consent the City Clerk transmitted the following communications, which were *Placed on File:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

April 9, 1969.

*To the Honorable, The Members of the City Council of the City of Chicago:*

GENTLEMEN—Please take notice that I have selected and do hereby designate J. W. Parker as my proxy for me in my name, place and stead to affix my signature as Mayor of the City of Chicago to the following City of Chicago

$1,000,000 of Electric Street Lighting Bonds—Series 1966—Dated January 1, 1968

$500,000 due January of each of the years 1983 and 1984, in denominations of $5,000 each, numbered as follows:

| | | | |
|---|---|---|---|
| 3401 - 3500 | $500,000 | 3501 - 3600 | $500,000 |

$7,000,000 of Municipal Building Bonds—Series 1966—Dated January 1, 1968

$1,000,000 due January 1 of each of the years 1972 to 1978 inclusive, in denominations of $5,000 each, numbered as follows:

| | |
|---|---|
| 3001 - 3200 | $1,000,000 |
| 3301 - 3500 | 1,000,000 |
| 3601 - 3800 | 1,000,000 |
| 3901 - 4100 | 1,000,000 |
| 4201 - 4400 | 1,000,000 |
| 4501 - 4700 | 1,000,000 |
| 4801 - 5000 | 1,000,000 |

$10,000,000 of Public Transportation Bonds—Series 1966—Dated January 1, 1968

$500,000 due January 1 of each of the years 1974 to 1975 inclusive, $1,500,000 due January 1 of each of the years 1976 to 1981 inclusive, in denominations of $5,000 each, numbered as follows:

| | |
|---|---|
| 2101 - 2200 | $ 500,000 |
| 2401 - 2500 | 500,000 |
| 2501 - 2800 | 1,500,000 |
| 2801 - 3100 | 1,500,000 |
| 3101 - 3400 | 1,500,000 |
| 3401 - 3700 | 1,500,000 |
| 3701 - 4000 | 1,500,000 |

$3,000,000 of Community Redevelopment Bonds—Series 1966—Dated January 1, 1968

$500,000 due January 1 of each of the years 1976 to 1981 inclusive, in denominations of $5,000 each, numbered as follows:

| | | | |
|---|---|---|---|
| 2501 - 2600 | $500,000 | 4801 - 4900 | $500,000 |
| 3201 - 3300 | 500,000 | 5301 - 5400 | 500,000 |
| 4001 - 4100 | 500,000 | 6001 - 6100 | 500,000 |

$2,000,000 of Garbage and Refuse Disposal Bonds—Series 1966—Dated January 1, 1968

$500,000 due January 1 of each of the years 1972 to 1975 inclusive, in denominations of $5,000 each, numbered as follows:

| | |
|---|---|
| 1401 - 1500 | $500,000 |
| 1501 - 1600 | 500,000 |
| 1601 - 1700 | 500,000 |
| 1701 - 1800 | 500,000 |

$5,000,000 of Sewer Bonds—Series 1967—Dated January 1, 1968

$2,000,000 due January 1 of each of the years 1978 to 1979 inclusive, $1,000,000 due January 1, 1980, in denominations of $5,000 each, numbered as follows:

| | |
|---|---|
| 5301 - 5700 | $2,000,000 |
| 5901 - 6300 | 2,000,000 |
| 6501 - 6700 | 1,000,000 |

Appended hereto is a written signature as my name is to appear on said bonds, executed by the said J. W. Parker with the proxy's own signature underneath as required by statute.

Very truly yours,
(Signed) RICHARD J. DALEY,
*Mayor.*

[Signatures appended as stated]

CITY OF CHICAGO
OFFICE OF THE CITY COMPTROLLER

April 9, 1969.

*To the Honorable, The Members of the City Council of the City of Chicago:*

GENTLEMEN—Please take notice that I have selected and do hereby designate T. F. Murphy as my proxy for me in my name, place and stead to affix my signature as Comptroller of the City of Chicago to the following City of Chicago

$1,000,000 of Electric Street Lighting Bonds—
Series 1966—Dated January 1, 1968

$500,000 due January of each of the years 1983 and 1984, in denominations of $5,000 each, numbered as follows:

| | | | |
|---|---|---|---|
| 3401 - 3500 | $500,000 | 3501 - 3600 | $500,000 |

$7,000,000 of Municipal Building Bonds—
Series 1966—Dated January 1, 1968

$1,000,000 due January 1 of each of the years 1972 to 1978 inclusive, in denominations of $5,000 each, numbered as follows:

| | |
|---|---|
| 3001 - 3200 | $1,000,000 |
| 3301 - 3500 | 1,000,000 |
| 3601 - 3800 | 1,000,000 |
| 3901 - 4100 | 1,000,000 |
| 4201 - 4400 | 1,000,000 |
| 4501 - 4700 | 1,000,000 |
| 4801 - 5000 | 1,000,000 |

$10,000,000 of Public Transportation Bonds—
Series 1966—Dated January 1, 1968

$500,000 due January 1 of each of the years 1974 to 1975 inclusive, $1,500,000 due January 1 of each of the years 1976 to 1981 inclusive, in denominations of $5,000 each, numbered as follows:

| | |
|---|---|
| 2101 - 2200 | $ 500,000 |
| 2401 - 2500 | 500,000 |
| 2501 - 2800 | 1,500,000 |
| 2801 - 3100 | 1,500,000 |
| 3101 - 3400 | 1,500,000 |
| 3401 - 3700 | 1,500,000 |
| 3701 - 4000 | 1,500,000 |

$3,000,000 of Community Redevelopment Bonds—
Series 1966—Dated January 1, 1968

$500,000 due January 1 of each of the years 1976 to 1981 inclusive, in denominations of $5,000 each, numbered as follows:

| | | | |
|---|---|---|---|
| 2501 - 2600 | $500,000 | 4801 - 4900 | $500,000 |
| 3201 - 3300 | 500,000 | 5301 - 5400 | 500,000 |
| 4001 - 4100 | 500,000 | 6001 - 6100 | 500,000 |

$2,000,000 of Garbage and Refuse Disposal Bonds—
Series 1966—Dated January 1, 1968

$500,000, due January 1, of each of the years 1972 to 1975 inclusive, in denominations of $5,000 each, numbered as follows:

| | |
|---|---|
| 1401 - 1500 | $500,000 |
| 1501 - 1600 | 500,000 |
| 1601 - 1700 | 500,000 |
| 1701 - 1800 | 500,000 |

$5,000,000 of Sewer Bonds—
Series 1967—Dated January 1. 1968

$2,000,000 due January 1 of each of the years 1978 to 1979 inclusive, $1,000,000 due January 1, 1980, in denominations of $5,000 each, numbered as follows:

| | |
|---|---|
| 5301 - 5700 | $2,000,000 |
| 5901 - 6300 | 2,000,000 |
| 6501 - 6700 | 1,000,000 |

Appended hereto is a written signature as my name is to appear on said bonds, executed by the said T. F. Murphy with the proxy's own signature underneath as required by statute.

Very truly yours,
(Signed) OTTO H. LOSER,
*City Comptroller.*

[Signatures appended as stated]

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## Ordinance Amended for Issuance of Temporary Loan Notes in Connection with Urban Renewal Redevelopment and Conservation Area Projects to Include the Neighborhood Development Program Basic Note Agreement.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, to amend the basic loan note ordinance to include the Neighborhood Development Program.

**On motion of Alderman Keane the said proposed ordinance was *Passed*, by yeas and nays as follows:**

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Fifielski, Hoellen, O'Rourke, Wigoda—41.

*Nays*—None.

Alderman Janousek moved to *Reconsider* the foregoing vote. The motion was *Lost*.

The following is said ordinance as passed:

### ORDINANCE

Authorizing the Issuance of Project Loan Notes in Connection with Urban Renewal, Redevelopment and Conservation Area Projects.

WHEREAS, The City of Chicago (herein called the "Local Public Agency") is duly authorized and proposes to undertake and carry out certain urban renewal, redevelopment and conservation area projects of the character authorized by law with financial aid by the United States of America (herein called the "Government"), in the form of Project Temporary Loans under Title I of the Housing Act of 1949, as amended (42 U.S.C. 1450 et seq.), which may be made by the Government to the Local Public Agency with respect to said Projects in accordance with certain loan and grant contracts identified in Section 6 and succeeding Sections hereof (herein called the "Contracts"), by and between the Local Public Agency and the Government; and

WHEREAS, In order to enable the Local Public Agency to obtain such financial aid, it is necessary for the Local Public Agency to authorize and, from time to time, issue certain obligations in the form of Project Loan Notes, as hereinafter provided; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Whenever the following terms, or any of them, are used in this Ordinance the same, unless the context shall indicate another or different meaning or intent, shall be construed, are used, and are intended to have meanings as follows:

(1) The term "Ordinance" shall mean this Ordinance.

(2) All other terms used in this Ordinance and which are defined in the Contracts shall have the respective meanings ascribed thereto in the Contracts.

SECTION 2. The Contracts entered into between the Local Public Agency and the Government for the Projects identified therein are hereby declared to be a part of this Ordinance and all applicable provisions thereof shall be deemed incorporated herein to the same extent as if the provisions thereof were expressly set forth in full herein.

SECTION 3. In order to evidence payments made by the Government on account of the Project Temporary Loan with respect to the Projects pursuant to each Contract and to refund, renew, extend or substitute for any Note by this Ordinance authorized to be issued pursuant to the same respective Contract (or any such Note by any other Ordinance authorized to be issued and which is outstanding, or on deposit for delivery pending payment therefor, as of the date this Ordinance becomes effective), there are hereby authorized to be issued with respect to each Contract, from time to time, Project Loan Notes of the Local Public Agency in an aggregate principal amount outstanding at any one time (whether authorized by this Ordinance or any other ordinance authorizing the issuance of Project Loan Notes) not in excess of the amount of the Project Temporary Loan available under each Contract.

SECTION 4. The Chairman of the Department of Urban Renewal is hereby authorized to file with the Government from time to time as funds are required, requisitions, together with the necessary supporting documents, requesting payments to be made on account of the Project Temporary Loan available under each Contract, and the proper officers of the Local Public Agency shall prepare, execute and deliver to the Government the Notes hereinafter authorized and shall accept payment therefor from the Government upon terms of par and accrued interest or in exchange for a like principal amount of other Notes issued by the Local Public Agency, and such officers are authorized to do and perform all other things and acts required to be done or performed in order to obtain such payments. Cash proceeds from the issuance of all Project Loan Notes shall be deposited and disbursed only in accordance with the provisions of each Contract.

SECTION 5. Each Project Loan Note authorized to be issued pursuant to Section 3 hereof shall be designated "Project Loan Note"; shall be payable as to the principal thereof together with the interest thereon, upon demand, but solely from the Project Temporary Loan Repayment Fund mentioned in the Contract for account of which such Project Loan Note is issued and not otherwise; shall be payable at the principal office of the Local Public Agency or at such other place or places as may be prescribed by the Government in lawful money of the United States of America; shall be payable to the United States of America or order; shall be signed in the name of the Local Public Agency by the Mayor and the City Comptroller of the City of Chicago; shall have the official seal of the Local Public Agency impressed thereon and attested by the City Clerk; shall bear interest at the rate or rates per annum prescribed in the Contract for account of which same is being issued and be payable in the form and manner prescribed by such Contract and this Ordinance; and shall be in substantially the following form:

(FORM OF NOTE)

PROJECT LOAN NOTE

The City of Chicago, Cook County, Illinois (herein called the "Local Public Agency") for value received hereby promises to pay, but solely from the (Project) Temporary Loan Repayment Fund hereinafter mentioned and not otherwise, upon demand, to the United States of America (hereinafter called the "Government") or order, an amount equal to the unrepaid balance of payments, with interest thereon to the date of repayment, made to the Local Public Agency by the Government pursuant to the loan and grant contract (herein called the "Contract") between the Local Public Agency and the Government with respect to one or more urban renewal or redevelopment projects as hereinafter set forth. The principal amount of any loan hereunder which may be outstanding at any one time shall not exceed the total estimated expenditures which may be made by the Local Public Agency for such projects pursuant to the Contract and the maximum (Project) Temporary Loan as shown herein shall be adjusted automatically to any revised amount of total estimated expenditures as evidenced by an amendatory contract.

The Contract, Project and maximum (Project) Temporary Loan which may be outstanding at any one time are as follows:

Contract No. and Date:
Project No.:
Maximum (Project) Temporary Loan:

This Note is issued to aid in financing the above-designated Project pursuant to the constitution and statutes of the governmental entity specified below (herein called the "State"), and pursuant to the provisions of an ordinance (herein called the "Ordinance") duly adopted by the Local Public Agency on the date as follows:

STATE ORDINANCE ADOPTED

Interest hereon shall accrue at the interest rate or rates applicable to the above Project as provided in the Contract upon the difference in amount from time to time between the aggregate amount of payments and the aggregate amount of repayments of principal made on this Note. Each payment and repayment of principal shall be duly recorded by the Government, by date and amount, upon the "Statement of Payments and Repayments" which is made a part of this Note whether appearing on the reverse hereof or attached hereto. Both the principal of and interest on this Note are payable at the office of ———————— in lawful money of the United States of America.

Under the Contract, there is established a separate and special fund therein referred to as the "(Project) Temporary Loan Repayment Fund" in which are required to be deposited certain moneys, therein described, as and when the same are received by the Local Public Agency, and this Note, together with all other notes issued pursuant to the above-identified Ordinance for account of such Contract, constitutes, as to both the principal thereof and the interest thereon, an exclusive first lien and charge upon said Fund which Fund is irrevocably pledged to the payment of the principal of and interest on this Note and all other notes which are issued as aforesaid.

This Note shall not constitute a debt or indebtedness of the State or of any town, city, county, municipality, or political entity or subdivision therein or thereof, within the meaning of any constitutional, statutory, local law, or charter provision, and neither the state nor any such town, city, county, municipality, or political entity or subdivision, other than the Local Public Agency, shall be liable hereon and, in no event, shall either this Note or the interest thereon be payable from or out of any funds or properties other than those of the Local Public Agency.

IT IS HEREBY CERTIFIED, RECITED, AND DECLARED that all acts, conditions, and things required to exist, happen and be performed precedent to and in the issuance of this Note do exist, have happened, and have been performed in due time, form and manner as required by law.

IN WITNESS WHEREOF, the Local Public Agency has caused this Note to be signed in its name and its seal to be impressed hereon and attested by its proper officers thereunto duly authorized, and this Note to be dated the ——— day of —————, 19——.

City of Chicago

(SEAL) By ——————

Mayor

Attest:

—————— By ——————

City Clerk City Comptroller

There shall be printed on the reverse side of each Project Loan Note a payment and repayment record in substantially the following form:

STATEMENT OF PAYMENTS AND REPAYMENTS

| Date | Payment of Principal | Repayment of Principal | Principal Balance Outstanding | Entry Made By |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |

SECTION 6. This Ordinance shall become effective from and after its passage, approval and publication as provided by law and supersedes the Ordinance adopted by the City Council of the City of Chicago on June 17, 1966, as amended, entitled:

> "Ordinance authorizing the issuance of project temporary loan notes in connection with urban renewal, redevelopment and conservation area projects and providing for the security for the payment thereof and for other purposes"

provided, however, that nothing contained herein shall in any manner affect any obligations heretofore issued and outstanding pursuant to such Ordinance of June 17, 1966, as amended, and the Project Loan Notes authorized by this Ordinance shall be exchanged for any Project Temporary Loan Notes heretofore issued with respect to the same Contract pursuant to such Ordinance of June 17, 1966, as amended.

SECTION 7. The term "Contracts" as used in this Ordinance shall include Loan and Capital Grant Contract No. Ill. R-3 (LG), offer dated March 12, 1958 as amended by First Amendatory Contract dated June 12, 1961, Second Amendatory Contract dated January 14, 1963, Third Amendatory Contract dated February 3, 1964 and Fourth Amendatory Contract dated September 12, 1967.

SECTION 8. The term "Contracts" as used in this Ordinance shall include Loan and Capital Grant Contract No. Ill. R-6 (LG) dated September 18, 1961 as amended by First Amendatory Contract dated February 3, 1964 and Second Amendatory Contract dated December 22, 1966.

SECTION 9. The term "Contracts" as used in this Ordinance shall include Loan and Capital Grant Contract No. Ill. R-9 (LG), offer dated December 2, 1959 as amended by First Amendatory Contract dated June 2, 1964 and Second Amendatory Contract dated October 18, 1966.

SECTION 10. The term "Contracts" as used in this Ordinance shall include Superseding Loan and Capital Grant Contract No. Ill. R-12 (LG) dated December 20, 1965 as amended by First Amendatory Contract dated October 18, 1966 and Second Amendatory Contract dated October 12, 1967.

SECTION 11. The term "Contracts" as used in this Ordinance shall include Loan and Capital Grant Contract No. Ill. R-16 (LG), offer dated July 14, 1958 as amended by First Amendatory Contract dated December 22, 1966 and Second Amendatory Contract dated July 31, 1968.

SECTION 12. The term "Contracts" as used in this Ordinance shall include Superseding Loan and Capital Grant Contract No. Ill. R-31 (LG) dated September 24, 1965 as amended by First Amendatory Contract dated October 24, 1966, Second Amendatory Contract dated December 8, 1967 and Third Amendatory Contract dated July 31, 1968.

SECTION 13. The term "Contracts" as used in this Ordinance shall include Loan and Capital Grant Contract No. Ill. R-37 (LG) dated November 6, 1961 as amended by First Amendatory Contract dated November 29, 1963.

SECTION 14. The term "Contracts" as used in this Ordinance shall include Loan and Capital Grant Contract No. Ill. R-43 (LG) dated October 11, 1965.

SECTION 15. The term "Contracts" as used in this Ordinance shall include Loan and Capital Grant Contract No. Ill. R-45 (LG) dated January 14, 1964 as amended by First Amendatory Contract dated October 20, 1965.

SECTION 16. The term "Contracts" as used in this Ordinance shall include Loan and Capital Grant Contract No. Ill. R-47 (LG) dated May 12, 1965 as amended by First Amendatory Contract dated April 23, 1968.

SECTION 17. The term "Contracts" as used in this Ordinance shall include Loan and Capital Grant Contract No. Ill. R-50 (LG) dated January 11, 1966 as amended by First Amendatory Contract dated December 8, 1967.

SECTION 18. The term "Contracts" as used in this Ordinance shall include Loan and Capital Grant Contract No. Ill. R-52 (LG) dated April 12, 1962.

SECTION 19. The term "Contracts" as used in this Ordinance shall include Loan and Capital Grant Contract No. Ill. R-75 (LG) dated July 11, 1967.

SECTION 20. The term "Contracts" as used in this Ordinance shall include Loan and Capital Grant Contract No. Ill. R-76 (LG) dated July 11, 1967 as amended by First Amendatory Contract approved by the City Council on March 14, 1969.

SECTION 21. The term "Contracts" as used in this Ordinance shall include Neighborhood Development Program Master Agreement Program No. Ill. A-1 and Neighborhood Development Program Funding Agreement Program No. Ill. A-1, Funding Agreement No. Ill. A-1 (LG) No. 1; provided that no Project Loan Note for account of Projects included in such Neighborhood Development Program shall be issued for account of both redevelopment projects and conservation areas covered by such Neighborhood Development Plan. One or more Project Loan Notes may be outstanding at any one time, with each Project Loan Note being issued solely for account of either redevelopment projects or conservation areas included in such Neighborhood Development Program. Wherever the term "Project Temporary Loan" and "Project Temporary Loan Repayment Fund" are used in this Ordinance they shall be understood to refer to the terms "Temporary Loan" and "Temporary" Loan Repayment Fund", respectively, as used in the Contract identified in this Section. Wherever the word "Project" appears in parentheses in the form of note the same should be deleted for any Project Loan Note issued for account of the Contract identified in this Section .

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## Ordinance Amended Authorizing Sale, Issuance and Delivery of Project Notes and Execution of Requisition Agreements to Include Neighborhood Development Program.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, to amend the Master Loan Note Ordinance to include Neighborhood Development Program.

On motion of Alderman Keane the said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Fifielski, Hoellen, O'Rourke, Wigoda—41.

*Nays*—None.

Alderman Janousek moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said ordinance as passed:

### ORDINANCE

Authorizing the Sale, Issuance and Delivery of Project Notes and the Execution of Requisition Agreements.

WHEREAS, The City of Chicago, (herein called the "Local Issuing Agency") is undertaking the development and/or operation of one or more urban renewal, redevelopment or conservation area projects and may engage in such undertakings in respect to additional projects all pursuant to the terms of one or more contracts hereinafter indentified in Section 13 and succeeding Sections hereof (which contracts and any contract in substitution thereof, together with any supplements thereto or amendments or waivers of any provisions thereof, are herein called the "Contracts") with the United States of America (herein called the "Government") providing for a loan by the Government to the Local Issuing Agency for financing the urban renewal, redevelopment or conservation area projects described in the Contracts and herein called the "Project"; and

WHEREAS, The Local Issuing Agency proposes to obtain loans from others than the Government in anticipation of the delivery of notes to the Government, which loans shall be evidenced by negotiable short-term notes of the Local Issuing Agency (herein called the "Project Notes"); and

WHEREAS, The Local Issuing Agency proposes to issue Project Notes as hereinafter provided; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. For the purpose of providing funds to pay expenses incurred or to be incurred pursuant to each Contract or to refund, renew or extend its obligations issued in connection with each such Contract, the Local Issuing Agency hereby determines to issue its negotiable Project Notes for purchase by the public from time to time in amounts which shall not exceed the aggregate loan amount or the Actual Development Cost specified in each Contract, as the case may be. Such Project Notes shall be in such principal amounts, bear interest at such rate or rates payable at maturity, be dated, mature, be issued in connection with each Contract and be identified by a series designation from "First Series" upward in order of issuance followed by the year of issuance, all as prescribed by this Ordinance.

SECTION 2. (a). The Chairman of the Department of Urban Renewal of the City of Chicago is hereby authorized and directed to determine from time to time and on the basis of estimates the amount of funds required to provide for the orderly financing of any Project included in the Contracts, including funds to retire, refund or extend in whole or in part outstanding obligations of the City for account of each respective Contract, if any; provided that for the convenience of financing, said estimate for each such Contract shall be rounded upward to the next multiple of $1,000. Each such estimate shall cover a time period certain which shall not exceed 18 months and shall coincide with a financing schedule otherwise mutually satisfactory to said Chairman and the Government. A copy of the estimate shall be filed in the office of the City Comptroller.

(b). Upon receipt of such estimates from the Chairman of the Department of Urban Renewal, the City Comptroller is hereby authorized and directed to advertise each series of Project Notes of the Local Issuing Agency for sale to the public in the amounts required by such estimates by causing the publication of a Notice of Sale thereof in a newspaper pursuant to State Law, if required, and at least once in The Daily Bond Buyer, a financial newspaper published in the City of New York, New York. The Notice of Sale shall be in accordance with established municipal financing practices and shall conform with the policies, terms and conditions of sale required by the Government, and the Notice of Sale to be published in The Daily Bond Buyer may be included in a consolidated Notice of Sale whereby the Local Issuing Agency and other local public bodies jointly advertise their respective series of Project Notes for sale. Each Notice of Sale shall be published at intervals in accordance with a schedule of advertising arranged in cooperation with the Government.

(c). Each proposal submitted for all or a part of any series of Project Notes shall be in accordance with established municipal financing practices and in the form prescribed by the Government.

SECTION 3. (a). The City Comptroller is hereby authorized and directed on each date specified in a duly published advertisement of the Notice of Sale for a series of Project Notes and at the time and place mentioned therein to receive, open and review all proposals received for the purchase of Project Notes. Proposals, including telegraphic proposals or instructions as to the completion of proposals, received after the time specified for the receipt of bids in the published Notice of Sale shall not be opened, but rather shall be returned by the City Comptroller to the proposed bidder who shall be advised of the date and hour when his proposal or telegram was received. Any proposals which are incomplete in any substantial respect shall be forthwith rejected by the City Comptroller. Upon completion of the review, the contents of all proposals shall be communicated by telephone to the Government with a recommendation for award.

(b). The City Comptroller after receiving Government approval of a recommended award is hereby authorized and directed on behalf of the Local Issuing Agency to award the Project Notes at the lowest interest rate or rates not in excess of the percentage rate per annum specified in the applicable Contract or under State Law offered in the proposals without reference to premiums; Provided, however, that as among proposals specifying the same lowest interest rate, awards shall be made on the basis of the highest premium per dollar principal amount of the Notes specified in such proposals. The City Comptroller shall promptly notify each successful bidder by telegram of the principal amount of Project Notes so awarded to such bidder.

SECTION 4. Each of the Project Notes of the Local Issuing Agency shall be in substantially the following form:

(FORM OF NOTE)

CITY OF CHICAGO

PROJECT NOTE

SERIES

No. $

The City of Chicago, Cook County, Illinois (herein called the "Local Issuing Agency"), a municipal corporation and a body politic and corporate, for value received, hereby promises to pay to the bearer on the maturity date hereof, but solely from the funds provided by the United States of America pursuant to the Requisition Agreement hereinafter described, the principal sum of this Note, with interest thereon from the date of issue to maturity, at the interest rate per annum, and at the office of the Paying Agent, all as follows:

Date of Issue: Maturity Date:
Principal Amount:
Interest Rate Per Annum:
Paying Agent:
Requisition Agreement No. dated:
Authorized Issue: $
State Statute: Illinois Revised Statutes, Ch. 67-½, Sec. 91.101 et seq., Urban Renewal Consolidation Act of 1961
Federal Statute:

Ordinance Adopted: , as amended

This Note is issued pursuant to the constitution or organic law of said State and the above-described State Statute, as amended, to aid in financing one or more urban renewal, low-rent housing, or redevelopment projects (herein called the "Project") of the character authorized thereunder and described in an Ordinance adopted on the date indicated above, and assisted pursuant to the above described Federal Statute under a contract or contracts (herein called the "Contract") between the Local Issuing Agency and the United States of America. Both the principal of and interest on this Note are payable in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts.

Pursuant to said Contract, and in furtherance of the financing of the Project, the Local Issuing Agency and the United States of America have entered into the above-identified Requisition Agreement under which the latter has agreed, without limiting in any manner the unqualified Payment Agreement of the United States of America endorsed on the reverse of this Note and the pledge of its full faith and credit as stated therein, to make a specific loan payment to the Local Issuing Agency on or prior to said Maturity Date in an amount sufficient to pay the principal of and interest to maturity on this Note and the other Notes of said Authorized Issue, and to cause to be deposited with the Paying Agent, for the benefit of the holders of such Notes, an amount sufficient to pay such principal and interest to maturity. The above-identified Ordinance irrevocably pledges first to such payments the proceeds of said loan and all contributions, funds and amounts authorized or required by the Contract to be applied to the payment of Project Loan Notes.

This Note shall not constitute an indebtedness of the Local Issuing Agency within the meaning of any Constitutional, Statutory or Charter Debt Limitation and is not a general obligation of the Local Issuing Agency, and, in no event, shall either this Note or the interest thereon be payable from or out of funds other than those of the Local Issuing Agency pledged for such purpose in said Ordinance or those of the United States of America.

IT IS HEREBY CERTIFIED, RECITED, AND DECLARED that all conditions, acts, and things required to exist, happen, and be performed precedent to and in the issuance of this Note do exist, have happened, and have been performed in due time, form, and manner as required by law: Provided, That this Note shall not be valid until the Paying Agent shall have executed the agreement, appearing below, to act as such Paying Agent.

IN WITNESS WHEREOF, the Local Issuing Agency has caused this Note to be executed in its name by the manual or facsimile signatures of its Mayor and its City Comptroller or manually through their lawfully authorized and duly appointed proxies, and its seal to be impressed or reproduced hereon and attested by its City Clerk, and this Note to be dated as of the Date of Issue above specified.

City of Chicago
By....................................
Mayor

Attest:
.........................................
City Clerk

By....................................
City Comptroller

Agreement of
Paying Agent

We hereby agree to act as Paying Agent of this Note as above indicated.
By....................................

PAYMENT AGREEMENT

Pursuant to Section 102(c) of the Housing Act of 1949, as amended (42 U.S.C. 1452(c)), the United States hereby unconditionally agrees that on the Maturity Date of the within Project Note it will pay or cause to be paid to the bearer thereof the principal of and interest thereon, upon the presentation and surrender of such Note to the Paying Agent designated therein, and the full faith and credit of the United States is pledged to such payment. Under Section 102(c) of the Act, this Agreement shall be construed separate and apart from the loan contract referred to in the within Note and shall be incontestable in the hands of a bearer.

IN WITNESS WHEREOF, this Agreement has been executed on behalf of the United States by the duly authorized facsimile signature of the Secretary of Housing and Urban Development, as of the Date of Issue of the within Note.

United States of America
By........................................
Secretary of Housing and
Urban Development

The blank spaces therein shall be completed as required by this Ordinance, including such additional recitals necessary and appropriate for each Contract and specific series of Project Notes. Each of the Project Notes shall have endorsed thereon a payment agreement on behalf of the United States of America in substantially the form of the Payment appearing on the form of Note. Each series of Project Notes shall bear a date not later than the date on which they are to be delivered to the purchaser and shall mature within a term of not to exceed 18 months from their date. Each series of Project Notes shall bear interest at the rate or rates per annum fixed in the proposal or proposals accepted for the purchase of such Notes, shall be issued in such denominations, and both principal and interest thereof shall be payable at such incorporated bank having trust powers or incorporated trust company as the purchaser designates in his proposal. Each series of Notes shall be payable as to both principal and interest solely from funds provided by the Government pursuant to a requisition agreement to be entered into between the Local Issuing Agency and the Government and the contributions, funds and amounts hereinafter referred to in Section 9; *provided,* that the Local Issuing Agency hereby consents to the Payment Agreement of the United States of America to be endorsed on each Note.

SECTION 5. Each of the Project Notes issued in a series which has been awarded shall be executed in the name of the Local Issuing Agency by the manual or facsimile signature of the Mayor and City Comptroller, and the City Clerk is authorized and directed to date and to cause the seal of the Local Issuing Agency to be impressed, imprinted or reproduced thereon and to attest such sealing, and the aforesaid officers shall take all other actions necessary to complete delivery of any Project Notes which have been awarded; provided, however, the Mayor may designate a proxy to manually sign in his place if the required notice shall have been filed and presented to the City Council at a legally convened meeting prior to the date of execution thereof in the manner prescribed in Section 3-11-5 of the Illinois Municipal Code, and provided, further, the City Comptroller may designate a proxy to manually sign in his place if the required notice shall have been filed and presented to the City Council at a legally convened meeting prior to the date of execution thereof in the manner prescribed in Section 3-11-22 of the Illinois Municipal Code.

SECTION 6. Each Requisition Agreement securing one or more series of Project Notes shall be in the form prescribed by the Government and shall be executed in the name of the Local Issuing Agency by the manual or facsimile signature of the Mayor, and the City Clerk is authorized and directed to cause the seal of the Local Issuing Agency to be impressed, imprinted or reproduced thereon and to attest the same; provided, the Mayor may designate a proxy to manually sign in his place if the required notice shall have been filed and presented to the City Council at a legally convened meeting prior to the date of execution thereof in the manner prescribed in Section 3-11-5 of the Illinois Municipal Code.

SECTION 7. The City Comptroller is authorized and directed to deliver the Project Notes by signing and promptly sending after acceptance of each proposal a letter in the form prescribed by the Government to each paying agent for each such issue of Project Notes instructing the paying agent of the details of delivery of such Project Notes, and to transmit therewith (a) the Project Notes for which the addressee is the paying agent for delivery and payment and (b) a signature certificate and receipt, in accordance with the terms of the letter, and to take such actions as may be required to complete the delivery transaction in accordance with the terms of the letter to the paying agent.

SECTION 8. The officers of the Local Issuing Agency, including the City Comptroller, are authorized to take all actions as may be required to validate and complete delivery of the Project Notes herein authorized to be issued from time to time.

SECTION 9. For the punctual payment of the principal of and interest on each series of Project Notes, the Local Issuing Agency expressly and irrevocably promises to pay any sums which may be received from the Government pursuant to the Requisition Agreement relating to such series of Project Notes and each such Requisition Agreement when executed by the Government is declared to be and is hereby assigned by the Local Issuing Agency for the benefit of the holder or holders from time to time of such series of Project Notes. All contributions, funds and amounts authorized or required by the respective Contracts to be applied to the payment of Project Loan Notes (referred to in the Contracts as "Project Temporary Loan Obligations," "Advance Notes" or "Permanent Notes") as issued in connection with the Project are irrevocably pledged to secure the payment of the principal of and interest to maturity on each respective series of Project Notes issued for account of the same Contract. Such pledge and the lien created thereby shall cease and terminate as to any series of Project Notes when monies or investment securities convertible into cash not later than the maturity date of such Project Notes, sufficient and for the purpose of paying the principal and interest to maturity on such Project Notes, are deposited with the paying agent or agents for such Project Notes.

SECTION 10. The City Comptroller is authorized and directed to pay (a) to the Government such amount of such funds of the Local Issuing Agency as may be available for such purpose and as may be necessary to pay the principal of and interest on obligations of the Local Issuing Agency then held by the Government which may be refunded in whole or in part by any one or more series of Project Notes (b) to the paying agent or agents of any then outstanding series of Project Notes, or to the Government for transmittal to said paying agent or agents, such amount of funds of the Local Issuing Agency as may be available for such purpose and as may be necessary to pay the principal of and interest on such Project Notes which are refunded in whole or in part by succeeding issues of Project Notes.

SECTION 11. The Local Issuing Agency hereby covenants with the holders from time to time of any Project Notes issued under this ordinance that it will not amend this ordinance in any way which would limit or alter the rights of such holders under Section 9 hereof or otherwise impair the rights and remedies of such holders until such Project Notes, together with interest thereon, and all costs, expenses and damages in connection with any action or proceedings by or on behalf of such holders are fully met and discharged.

SECTION 12. This Ordinance shall become effective from and after its passage, approval and publication as provided by law and supersedes the Ordinance adopted by the City Council of the City of Chicago on June 17, 1966, as amended, entitled:

> "Ordinance Authorizing the Sale, Issuance and Delivery of Preliminary Loan Notes, the Execution of Requisition Agreements, and the Execution and Delivery of Project Temporary Loan Notes, in Connection with the Temporary Financing of Urban Renewal, Redevelopment and Conservation Area Projects"

provided, however, that nothing contained herein shall in any manner affect any obligations heretofore issued and outstanding pursuant to such Ordinance of June 17, 1966, as amended.

SECTION 13. The term "Contracts" as used in this Ordinance shall include Loan and Capital Grant Contract No. Ill. R-3 (LG), offer dated March 12, 1958 as amended by First Amendatory Contract dated June 12, 1961, Second Amendatory Contract dated January 14, 1963, Third Amendatory Contract dated February 3, 1964 and Fourth Amendatory Contract dated September 12, 1967.

SECTION 14. The term "Contracts" as used in this Ordinance shall include Loan and Capital Grant Contract No. Ill. R-6 (LG) dated September 18, 1961 as amended by First Amendatory Contract dated February 3, 1964 and Second Amendatory Contract dated December 22, 1966.

SECTION 15. The term "Contracts" as used in this Ordinance shall include Loan and Capital Grant Contract No. Ill. R-9 (LG), offer dated December 2, 1959 as amended by First Amendatory Contract dated June 2, 1964 and Second Amendatory Contract dated October 18, 1966.

SECTION 16. The term "Contracts" as used in this Ordinance shall include Superseding Loan and Capital Grant Contract No. Ill. R-12 (LG) dated December 20, 1965 as amended by First Amendatory Contract dated October 18, 1966 and Second Amendatory Contract dated October 12, 1967.

SECTION 17. The term "Contracts" as used in this Ordinance shall include Loan and Capital Grant Contract No. Ill. R-16 (LG), offer dated July 14, 1958 as amended by First Amendatory Contract dated December 22, 1966 and Second Amendatory Contract dated July 31, 1968.

SECTION 18. The term "Contracts" as used in this Ordinance shall include Superseding Loan and Capital Grant Contract No. Ill. R-31 (LG) dated September 24, 1965 as amended by First Amendatory Contract dated October 24, 1966, Second Amendatory Contract dated December 8, 1967 and Third Amendatory Contract dated July 31, 1968.

SECTION 19. The term "Contracts" as used in this Ordinance shall include Loan and Capital Grant Contract No. Ill. R-37 (LG) dated November 6, 1961 as amended by First Amendatory Contract dated November 29, 1963.

SECTION 20. The term "Contracts" as used in this Ordinance shall include Loan and Capital Grant Contract No. Ill. R-43 (LG) dated October 11, 1965.

SECTION 21. The term "Contracts" as used in this Ordinance shall include Loan and Capital Grant Contract No. Ill. R-45 (LG) dated January 14, 1964 as amended by First Amendatory Contract dated October 20, 1965.

SECTION 22. The term "Contracts" as used in this Ordinance shall include Loan and Capital Grant Contract No. Ill. R-47 (LG) dated May 12, 1965 as amended by First Amendatory Contract dated April 23, 1968.

SECTION 23. The term "Contracts" as used in this Ordinance shall include Loan and Capital Grant Contract No. Ill. R-50 (LG) dated January 11, 1966 as amended by First Amendatory Contract dated December 8, 1967.

SECTION 24. The term "Contracts" as used in this Ordinance shall include Loan and Capital Grant Contract No. Ill. R-52 (LG) dated April 12, 1962.

SECTION 25. The term "Contracts" as used in this Ordinance shall include Loan and Capital Grant Contract No. Ill. R-75 (LG) dated July 11, 1967.

SECTION 26. The term "Contracts" as used in this Ordinance shall include Loan and Capital Grant Contract No. Ill. R-76 (LG) dated July 11, 1967 as amended by First Amendatory Contract approved by the City Council on March 14, 1969.

SECTION 27. The term "Contracts" as used in this Ordinance shall include Neighborhood Development Program Master Agreement—Program No. Ill. A-1 and Neighborhood Development Program Funding Agreement—Program No. Ill. A-1, Funding Agreement No. Ill. A-1 (LG) No. 1; provided that no separate series of Project Notes for account of Projects included in such Neighborhood Development Program shall be issued for account of both redevelopment projects and conservation areas covered by such Neighborhood Development Plan. One or more separate series of Project Notes may be outstanding at any one time, with each series of Project Notes being issued solely for account of either redevelopment projects or conservation areas included in such Neighborhood Development Program. Wherever the term "Project Temporary Loan Obligations" is used in this Ordinance it shall be understood to refer to "Temporary Loan Obligations" as used in the Contract identified in this Section.

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## City Comptroller Authorized to Award to Lowest Bidder or Bidders City's Project Temporary Loan Notes Being Offered on April 15, 1969 Though Lowest Bid or Bids Exceed Interest Rate Specified in Loan and Capital Grant Contract No. Ill. R-6 (LG) as Amended and Acceptance of Waiver Thereof by United States Government.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

ORDINANCE

Providing for Acceptance on April 15, 1969, of the Lowest Bid or Bids in excess of the Project Temporary Loan interest rate and for Acceptance on April 15, 1969, of a waiver thereof by the United States Government.

WHEREAS, The City of Chicago on September 18, 1961, entered into a Loan and Grant Contract with the United States of America to aid in the financing of Urban Renewal Project No. Ill. R-6; and

WHEREAS, Said contract, as amended on December 12, 1966, provides, inter alia, that the interest rate on the Project Temporary Loan Note and Preliminary Loan Note not exceed 4-7/8 percent per annum; and

WHEREAS, It is expected that the interest on Preliminary Loan Notes of the City of Chicago at the bid opening on April 15, 1969, will exceed said 4-7/8 percent per annum; and

WHEREAS, The United States of America will accept a waiver of the above provision and make a supplemental grant to pay the excessive interest in accordance with Section 507 of the Housing and Development Act of 1968; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The City Comptroller of the City of Chicago is hereby authorized to award on April 15, 1969, on behalf of the City of Chicago, to the lowest bidder or bidders acceptable to the United States Department of Housing and Urban Development, the City of Chicago's project notes being offered on that day even if the lowest acceptable bid or bids received exceed the project temporary loan interest rate specified in Loan and Capital Grant Contract No. Ill. R-6 (LG), as amended.

SECTION 2. The Commissioner of Urban Renewal is authorized to accept on behalf of the Local Issuing Agency a waiver and supplemental grant offered by the Government; said waiver being incorporated herein by reference.

SECTION 3. Any and all prior ordinances of the Local Issuing Agency are hereby amended to the extent necessary to enable the City Comptroller to make awards on April 15, 1969, and to accept the waiver as herein provided.

SECTION 4. This ordinance shall take effect from and after its passage and approval.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Fifielski, Hoellen, O'Rourke, Wigoda—41.

*Nays*—None.

Alderman Janousek moved to *Reconsider* the foregoing vote. The motion was *Lost.*

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### Agreement Authorized with Klefstad Engineering Co., Inc. for Avigation Easement over Lands Adjacent to Chicago-O'Hare International Airport.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City Comptroller is authorized to accept and file of record an easement over lands legally described as follows:

The West 158 feet of Lot 2; Lot 3 (except the east 159 feet); Lots 6, 7, 8, 10 (except the South 5 feet), 11, 12; Lots 16 through 20 inclusive; Lot 21 (except the North 165 feet); Lot 22 (except the South 185 feet); Lots 23; Lots 29 through 36 inclusive; Lot 37 (except the North 50 feet); and Lot 41, all in Klefstad's Bensenville Industrial Park, being a subdivision in Section 2 and 11, Township 40 North, Range 11 East of the Third Principal Meridian in the village of Bensenville in DuPage County, Illinois,

wherein the City of Chicago is Grantee and Klefstad Engineering Co., an Illinois corporation, is Grantor.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Fifielski, Hoellen, O'Rourke, Wigoda—41.

*Nays*—None.

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### Agreement Authorized with La Salle National Bank of Chicago for Avigation Easement over Lands Adjacent to Chicago-O'Hare International Airport.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City Comptroller is authorized to accept and file of record an easement over lands legally described as follows:

That part of the West 223.215 (measured at right angles to the West line) of that part of the East half of the Southeast Quarter of Section 32, Township 41 North, Range 12 East of the Third Principal Meridian lying North of the Center Line of Higgins Road and South of the Center Line of Willow Creek, being more particularly described as follows: Commencing at the Northwest corner of the East Half of the Southeast Quarter of said Section 32, running thence South along the West Line of said East Half a distance of 517.30 feet to the center of Willow Creek; thence South 45 degrees, 50 minutes, 30 seconds East along the Center of said creek 311 feet to a point in the East Line of said West 223.215 feet thence South along said line 396.85 feet to the center of Higgins Road; thence Northwesterly along said center line of road 228.58 feet to a point in the West Line of the East Half of the Southeast Quarter of said Section 32; thence North along said line 564.25 feet to the place of beginning except the portion thereof used or taken for Higgins Road, such portion being described as follows: That part of the West 223.215 feet (measured at right angles to the West Line) of that part of the East Half of the Southeast Quarter of Section 32, Township 41 North, Range 12 East of the Third principal Meridian, lying north of the center line of Higgins Road and South of the Centerline of Willow Creek, bounded and described as follows to wit: Beginning at the point of intersection of the Centerline of Higgins Road, as the same is now located and established, with the West line of the East Half of the Southeast Quarter of said Section 32; thence Southeasterly along said Centerline of Higgins Road, a distance of 228.58 feet to a point in the East Line of said West 223.215 feet of the East Half of the Southeast Quarter of Section 32; thence North along said East Line of the West 223.215 feet of the East Half of the Southeast Quarter of Section 32, a distance of 53.44 feet to a point, distance 51.67 feet Northeasterly, measured radially from the Centerline of the existing pavement on Higgins Road, as the same is now located and established; thence Northwesterly in a straight line, a distance of 228.57 feet to a point in said West line of the East Half of the Southeast Quarter of Section 32, distance 50.90 feet Northeasterly, measured radially from said Centerline of the existing pavement on Higgins Road, thence South along said West Line of the East Half of the Southeast Quarter of Section 32, a distance of 51.92 feet to the point of beginning, in Cook County, Illinois,

wherein the City of Chicago is Grantee and the LaSalle National Bank of Chicago as Trustee under Trust No. 38834 is Grantor.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Fifielski, Hoellen, O'Rourke, Wigoda—41.

*Nays*—None.

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## City Comptroller Authorized to Execute Leases, Memo of Agreement, Rider Extensions, Etc. for Certain Properties for Municipal Purposes.

The Committee on Finance submitted reports recommending that the City Council pass fifteen proposed ordinances transmitted therewith, to authorize the City Comptroller to lease specified parcels of property, etc. for use by City Departments and Agencies.

On separate motions made by Alderman Keane *each* of the said proposed ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Fifielski, Hoellen, O'Rourke, Wigoda—41.

*Nays*—None.

Said ordinances as passed read respectively as follows (the Italic heading in each case not being a part of the ordinance):

### *Air Pollution Control*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from Arthur Rubloff and Company for the south one-half of the seventh floor consisting of approximately 5,400 square feet gross area in the building located at and commonly known as No. 325 N. Wells Street; such lease to be approved by the Director of the Department of Air Pollution Control, and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease attached to this ordinance printed on pages 5197-5198 of this Council Journal]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Dept. of Human Resources (No. 834 W. Armitage Av.)*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from Armitage Avenue Methodist Church, for approximately 800 square feet on second floor of building at No. 834 W. Armitage Avenue; such lease to be approved by the Commissioner of the Department of Human Resources, and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease attached to this ordinance printed on page 5199 of this Council Journal]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Dept. of Human Resources (No. 1123 N. Ashland Av.)*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from Charles C. Breyer, for second floor of building at No. 1123 N. Ashland Avenue, approximately 1,000 square feet; such lease to be approved by the Director of the Department of Human Resources (Division of Youth Welfare), and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease attached to this ordinance printed on page 5200 of this Council Journal]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Dept. of Human Resources (No. 2400 W. Madison St.)*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from The Madison-Western Building, H. G. Fort Associates, Agents, for Room 620 in the building known as Madison-Western Building at No. 2400 W. Madison Street, consisting of approximately 1,000 square feet; such lease to be approved by the Commissioner of the Department of Human Resources (Youth Services), and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease attached to this ordinance printed on page 5201 of this Council Journal]

(Continued on page 5202)

**This Agreement,** Made this ........ day of ........

A. D. 19 69, between Arthur Rubloff and Company, Agents ........, as Lessor and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

**Witnesseth:** That the Lessor do hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: The south one-half of the seventh floor consisting of approximately 5,400 square feet gross area in building located at and commonly known as 325 N. Wells Street, for the Engineering Services Division of the Department of Air Pollution Control.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of March A. D. 1969, and ending on the 28th day of February A. D. 1970. Lessee has the right to terminate this lease ~~and the right to renew this lease for a further period of on the same terms and rental;~~ by giving to the Lessor , in either case 30 days' written notice of its election so to do. Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at 69 West Washington Street - 60602 or at such other place as the Lessor from time to time in writing may appoint.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of One Thousand Six Hundred Eight-seven and 50/100 - - - - - - - - - - - ($1,687.50) Dollars per month, payable in advance on the first day of each calendar month by the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at its own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

It is agreed however, that Lessee shall repair all damages caused by Lessee.

Lessee shall furnish Lessor with duplicate keys for emergency purposes only.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor , and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor , excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all ~~or any part~~ of which the Lessee ~~at its election may leave on said premises,~~ shall / or remove prior to the termination of this lease, subject to Lessor's reasonable approval.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

**In Witness Whereof,** this lease is signed by or on behalf of the parties hereto the day and year first above written.

Approved as to form and legality, except as to property description and execution.

Additional provisions are incorporated on reverse side hereof

1. The Lessee agrees not to introduce any hazards in the conduct of its business which are objectionable to the Illinois Inspection and Rating Bureau or its successor or to the group of mutual insurance companies carrying fire insurance on the property in which the demised premises are situated and to comply with such requirements of the insurance authorities controlling the rates of said building and contents as will tend to reduce such rates of insurance for both the Lessor and the tenants in the building.

2. Lessor shall charge Lessee for electricity consumed by Lessee on the premises at rates not to exceed the rates charged by the Commonwealth Edison Company or its successor.

3. Lessor shall furnish air conditioning to provide a temperature and humidity condition required, in Lessor's judgment, for comfortable occupancy of the leased premises under normal business operations, daily from 8:00 a.m. to 6:00 p.m. (Saturdays to 1:00 p.m.), Sundays and holidays excepted, except for interruptions due to repairs, alterations, strikes, lockouts, accidents, the inability of Lessor to obtain fuel or supplies, or any other cause beyond the reasonable control of Lessor.

4. Lessor further agrees to perform the following work in the demised premises at Lessor's expense:

(a) Furnish and install wall and pair of doors at freight elevator.
(b) Decorate the demised premises.
(c) Change existing women's washroom to men's washroom, remove one wash basin and install a urinal in place thereof.
(d) Remake the existing Laboratory room into a women's washroom, install one commode and one wash stand.

5. It is further understood and agreed that the Lessor shall furnish the initial lamps for the fluorescent light fixtures; replacement lamps shall be furnish at Lessee's expense.

6. It is further agreed that if the north portion of the 7th floor becomes vacant during the term of this lease, Lessee shall have the first right of refusal to lease such space. The Lessor shall notify the Lessee of any offer it receives from others to lease such space and Lessee shall have a period of seven days after receipt of Lessor's notice which shall contain the proposed rental and other terms of leasing, to elect to lease such space upon the said terms.

[Signature forms omitted]

**This Agreement,** Made this ............ day of ............ A. D. 1969, between Armitage Avenue Methodist Church ............, as Lessor, and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

**Witnesseth:** That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: Approximately 800 square feet on second floor of building at 834 W. Armitage Avenue, for a Field Office by Department of Human Resources, Youth Development Work.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of April A. D. 1969, and ending on the 31st day of March A. D. 1970. Lessee has the right to terminate this lease upon thirty days' prior notice. ~~and the right to renew this lease for a further period of~~ ............ ~~on the same terms and rental, by giving to the Lessor ...., in either case ........ days' written notice of its election so to do.~~

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at 834 W. Armitage Avenue - 60614 ............ or at such other place as the Lessor from time to time in writing may appoint.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of One Hundred and no/100 - - - - - - - - - - - - - - ($100.00) Dollars per month, payable in advance on the first day of each calendar month by the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor ............

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessor's own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

Lessor shall furnish heat, hot water and electricity.

Lessee to provide janitor services.

It is mutually agreed and understood by and between the parties hereto that the remuneration mentioned in this lease is payable solely from funds when made available by the Federal Government.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

**In Witness Whereof,** this lease is signed by or on behalf of the parties hereto the day and year first above written.

[Signature forms omitted]

**This Agreement,** Made this day of

A. D. 1969, between Charles C. Breyer

, as Lessor

and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

**Witnesseth:** That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit:

Second floor of building at 1123 N. Ashland Avenue, approximately 1,000 square feet, for office of the West Side Unit of the Department of Human Resources (Division of Youth Welfare).

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of April A. D. 19 69, and ending on the 31st day of March A. D. 19 70. Lessee has the right to terminate this lease upon thirty days' prior notice. ~~and the right to renew this lease for a further period of~~

~~on the same terms and rental, by giving to the Lessor in either case days' written notice of its election so to do.~~

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at 1123 N. Ashland Avenue - 60622 or at such other place as the Lessor from time to time in writing may appoint.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of Eighty Five and no/100 - - - - - - - - - - - - - - - ($85.00) Dollars per month, payable in advance on the first day of each calendar month by the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at his own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

Lessor agrees to furnish heat and hot water at his expense.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

**In Witness Whereof,** this lease is signed by or on behalf of the parties hereto the day and year first above written.

[Signature forms omitted]

**This Agreement,** Made this .......... day of .......... A. D. 1969, between The Madison-Western Building, H. G. Fort Associates, Agents .........., as Lessor and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

**Witnesseth:** That the Lessor do hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: Room 620 in building known as Madison-Western Building at 2400 W. Madison Street, consisting of approximately 1,000 square feet, for Midwest Unit Office (Youth Welfare) Department of Human Resources.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of March A. D. 19 69, and ending on the 28th day of February A. D. 1971. Lessee has the right to terminate this lease upon thirty days' prior notice. .......... ~~and the right to renew this lease for a further period of .......... on the same terms and rental, by giving to the Lessor ..., in either case .......... days' written notice of its election so to do.~~

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at 2400 W. Madison Street = 60612 .......... or at such other place as the Lessor from time to time in writing may appoint.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of One Hundred Forty and no/100 - - - - - - - - - - - - - - ($ 140.00 ..........) Dollars per month, payable in advance on the first day of each calendar month by the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor ..........

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at .......... own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

Lessor to furnish heat, hot water, janitorial service, decorate and make inside repairs.

Lessee shall pay electricity.

It is mutually agreed and understood by and between the parties hereto that the remuneration mentioned in this lease is payable solely from funds when made available by the Federal Government.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

**In Witness Whereof,** this lease is signed by or on behalf of the parties hereto the day and year first above written.

[Signature forms omitted]

(Continued from page 5196)

SECTION 2. This ordinance shall be in force and effect from and after its passage.

*Dept. of Human Resources*
*(No. 4810 N. Milwaukee Av.)*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from Wachowski Trust, for four rooms on the second floor of building located at No. 4810 N. Milwaukee Avenue, approximately 500 square feet; such lease to be approved by the Director of the Department of Human Resources, and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease attached to this ordinance printed on page 5203 of this Council Journal]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

*Dept. of Human Resources*
*(No. 1308 S. Pulaski Rd.)*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from A B M Industries, Inc., for Rooms 2, 3, 5, 7 and 8 on second floor in building known as No. 1308 S. Pulaski Road, approximately 1,030 square feet; such lease to be approved by the Director of the Department of Human Resources (Division of Youth Services), and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease attached to this ordinance printed on page 5204 of this Council Journal]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

*Dept. of Human Resources*
*(No. 1425 S. Racine Av.)*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from The 1425 Building Corporation, for Rooms 512, 514 and 516 in building at No. 1425 S. Racine Avenue, approximately 1,908 square feet; such lease to be approved by the Director of the Department of Human Resources, Division of Youth Services, and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease attached to this ordinance printed on page 5205 of this Council Journal]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

*Joint Youth Development Committee*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from St. Marcellus Mission of St. Dominic Parish, for approximately 2,120 square feet of space in Church Building at No. 619 W. Evergreen Avenue; such lease to be approved by the Director of the Joint Youth Development Committee, and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease attached to this ordinance printed on page 5206 of this Council Journal]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

*Department of Law*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from Hayes and Sons Storage and Moving (Edward F. Hayes), for approximately 1,800 square feet of space in building at No. 8646 S. Ashland Avenue; such lease to be approved by the Corporation Counsel, Department of Law, and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease attached to this ordinance printed on page 5207 of this Council Journal]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

*License Appeal Commission*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago a renewal lease from 188 Randolph Building Corporation, for Suite 1018-1020 in the No. 188 Randolph Tower, approximately 460 square feet; such lease to be approved by the Chairman of the License Appeal Commission, and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease attached to this ordinance printed on page 5208 of this Council Journal]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

*Committee on Local Transportation*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from 130 North Wells Building, Sudler and Company a Partnership, Agent, for Room 1519 at No. 130 N. Wells Street, approximately 1,240 square feet; such lease to be approved by Chicago City Council, Committee on Local Transportation, and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease attached to this ordinance printed on page 5209 of this Council Journal]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

*Chicago Park District*
*(Washington Park Administration Bldg.)*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Mayor is hereby authorized and directed to execute, the City Clerk to attest and the Corporation Counsel to approve, a Memorandum of Agreement between the Chicago Park District and the City of Chicago for the extension of a lease passed by the City Council July 1, 1963, pages 418 and 419 of Council Journal, to

(Continued on page 5210)

**This Agreement,** Made this ........ day of ........ A. D. 1969, between Wachowski Trust ........, as Lessor, and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

**Witnesseth:** That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: Four rooms on the second floor of building located at 4810 N. Milwaukee Avenue, approximately 500 square feet, for office by the Department of Human Resources (Youth Welfare).

To have and to hold said premises unto the Lessee for a term beginning on the 15th day of April A. D. 1969, and ending on the 14th day of April A. D. 1971. Lessee has the right to terminate this lease upon thirty days' prior notice. ~~and the right to renew this lease for a further period of on the same terms and rental, by giving to the Lessor , in either case, days' written notice of its election so to do.~~

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at 6720 N. Edgebrook Terrace - 60646 or at such other place as the Lessor from time to time in writing may appoint.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of One Hundred Ten and no/100 - - - - - - - - - - - - - - - ($ 110.00) Dollars per month, payable in advance on the first day of each calendar month ~~at~~ by the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor.

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessor's own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

Lessee shall do its own decorating and provide janitor service.

Lessee agrees to pay one-half of the electricity used in hall and washrooms, with Dr. C. J. Rogalski.

Lessor shall furnish heat, hot water and air-conditioning, which Lessee agrees to maintain if used.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

**In Witness Whereof,** this lease is signed by or on behalf of the parties hereto the day and year first above written.

[Signature forms omitted]

**This Agreement,** Made this .......... day of ..........

A. D. 1969, between A B M Industries, Inc.

.........., as Lessor, and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

**Witnesseth:** That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit:

Rooms 2, 3, 5, 7 and 8 on second floor in building known as 1308 S. Pulaski Road, approximately 1,030 square feet, for North Lawndale Unit Office, Department of Human Resources, (Division of Youth Services)

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of May A. D. 1969, and ending on the 30th day of April A. D. 1970. ~~Lessee has the right to terminate this lease~~ .......... ~~and the right to renew this lease for a further period of~~ .......... ~~on the same terms and rental, by giving to the Lessor .... in either case .......... days' written notice of its election so to do.~~

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at 1308 S. Pulaski Road - 60623 or at such other place as the Lessor from time to time in writing may appoint.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of One Hundred Fifty and no/100 - - - - - - - - - - - - - ($150.00) Dollars per month, payable in advance on the first day of each calendar month by the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at its own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

Lessor to furnish heat, water, electricity, air-conditioning and decorating at their expense.

Either party may cancel this lease by thirty days' prior notice.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

**In Witness Whereof,** this lease is signed by or on behalf of the parties hereto the day and year first above written.

[Signature forms omitted]

**This Agreement,** Made this ______ day of ______ A. D. 1969, between The 1425 Building Corporation, ______, as Lessor and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit:

Rooms 512, 514 and 516 in building at 1425 S. Racine Avenue, approximately 1,908 square feet, for offices for the Department of Human Resources, Division of Youth Services.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of May A. D. 19 69, and ending on the 30th day of April A. D. 1971. Lessee has the right to terminate this lease upon thirty days prior notice. ~~and the right to renew this lease for a further period of on the same term and rental by giving to the Lessor in either case days' written notice of its election so to do.~~

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at Mr. Charles Stumpf, Manager, 1425 S. Racine Ave. 60608 or at such other place as the Lessor from time to time in writing may appoint.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of Four Hundred and no/100 - - - - - - - - - - - - - - - - ($400.00) Dollars per month, payable in advance on the first day of each calendar month by the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at their own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

Lessor to furnish heat, janitorial services and decorating.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written.

**[Signature forms omitted]**

**This Agreement,** Made this ______ day of ______

A. D. 1969, between St. Marcellus Mission of St. Dominic Parish

, as Lessor , and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

**Witnesseth:** That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit:

Approximately 2,120 square feet of space in Church Building at 619 W. Evergreen Avenue, for Joint Youth Development Committee, Neighborhood Center Program.

To have and to hold said premises unto the Lessee for a term beginning on the 15th day of January A. D. 1969, and ending on the 14th day of January A. D. 1970. Lessee has the right to terminate this lease upon thirty days' prior notice. ~~and the right to renew this lease for a further period of~~

~~on the same terms and rental, by giving to the Lessor ___, in either case ______ days' written notice of its election so to do.~~

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at 357 W. Locust Street (60610) or at such other place as the Lessor from time to time in writing may appoint.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of One Hundred Seventy-five and no/100 - - - - - - - - - ($175.00) Dollars per month, payable in advance on the first day of each calendar month at the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at their own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

Lessor to furnish heat, electricity, gas, hot water and kitchen facilities.

It is mutually agreed and understood by and between the parties hereto that the remuneration mentioned in this lease is payable solely from funds when made available by the Federal Government.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor , and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor , excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

**In Witness Whereof,** this lease is signed by or on behalf of the parties hereto the day and year first above written.

[Signature forms omitted]

**This Agreement,** Made this ________ day of ________

A. D. 1969, between Hayes and Sons Storage and Moving (Edward F. Hayes)

________, as Lessor,

and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

**Witnesseth:** That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit:

Approximately 1,800 square feet of space in building at 8646

S. Ashland Avenue, for storage of Law Department files and

other material.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of May A. D. 1969, and ending on the 30th day of April A. D. 1971. Lessee has the right to terminate this lease upon thirty days prior written notice. ~~and the right to renew this lease for a further period of~~

~~on the same terms and rental, by giving to the Lessor ___, in either case ________ days' written notice of its election so to do.~~

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at 8646 S. Ashland Avenue - 60620 or at such other place as the Lessor from time to time in writing may appoint.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of One Hundred Seventy-five and no/100 - - - - - - - - - ($ 175.00) Dollars per month, payable in advance on the first day of each calendar month by the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at ________ own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

Lessor shall furnish heat and electricity.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

**In Witness Whereof,** this lease is signed by or on behalf of the parties hereto the day and year first above written.

[Signature forms omitted]

**This Agreement,** Made this.................................................. day of..................................................

A. D. 1969 , between 188 Randolph Building Corporation

.................................................................................................................................................., as Lessor ,

and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessor do hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit:

Suite 1018-1020 in the 188 Randolph Tower, approximately 460 square feet, for office of License Appeal Commission.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of May A. D. 1969, and ending on the 30th day of April A. D. 1971. Lessee has the right to terminate this lease upon thirty days' prior written notice. ~~and the right to renew this lease for a further period of~~

~~on the same terms and rentals, by giving to the Lessor , in either case days' written notice of his election so to do.~~

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at 188 W. Randolph Street - 60601 or at such other place as the Lessor from time to time in writing may appoint.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of One Hundred Ninety and no/100 - - - - - - - - - - - - - ($190.00) Dollars per month, payable in advance on the first day of each calendar month by the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessor's own expense, said demised premises and appurtenances, including catch basins, vaults, and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

Lessor shall furnish janitor, cleaning, decorating, window-washing, heat and elevator services.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor , and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor , excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written.

[Signature forms omitted]

**This Agreement,** Made this ........ day of ........ A. D. 1969, between 130 North Wells Building, Sudler and Company a Partnership, Agent, ........, as Lessor, and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

**Witnesseth:** That the Lessor do hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: Room 1519 at 130 N. Wells Street, approximately 1,240 square feet, for office purposes, Chicago City Council, Committee on Local Transportation.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of April A. D. 1969 or date of occupation, and ending on the 31st day of March A. D. 1970. Lessee has the right to terminate this lease upon sixty days' prior written notice. ~~and the right to renew this lease for a further period of~~ ........ ~~on the same terms and rental, by giving to the Lessor —, in either case ——— days' written notice of its election so to do.~~

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at 209 S. LaSalle Street - 60604 or at such other place as the Lessor from time to time in writing may appoint.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of Four Hundred Thirty-eight and no/100 - - - - - - - - ($438.00) Dollars per month, payable in advance on the first day of each calendar month by the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessor's own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

Lessor to furnish heat, electricity, janitor, install necessary outlets, air-conditioning units and zerox machine. Also cleaning and painting of premises.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

**In Witness Whereof,** this lease is signed by or on behalf of the parties hereto the day and year first above written.

[Signature forms omitted]

(Continued from page 5202)

extend said term from April 1, 1969 to March 31, 1970. Said premises used for police purposes in the Washington Park Administration Building; said extension to be in substantially the following form:

MEMORANDUM OF AGREEMENT, Made and entered into this 28th day of January, 1969, between the Chicago Park District, a municipal corporation, organized and existing under the laws of the State of Illinois, party of the first part (hereinafter referred to as the "Lessor"), and the City of Chicago, a municipal corporation, organized and existing under the laws of the State of Illinois, party of the second part (hereinafter referred to as the "Lessee").

WITNESSETH:

WHEREAS, The parties hereto on March 12, 1963, entered into an agreement whereby the Lessor demised to the Lessee for a term beginning April 1, 1963 and ending March 31, 1964, the following described premises:

> The entire first floor of the Washington Park Administration Building located on 57th Drive between Cottage Grove Avenue and Payne Drive in Washington Park, as shown on the drawing hereto attached and marked Exhibit "A",

which lease was subsequently extended for a term ending March 31, 1969; and

WHEREAS, The parties hereto desire to extend the term of said lease for a period of one year upon the same terms and conditions contained therein.

Therefore, It is mutually agreed as follows:

1. That the term of said lease be and the same is hereby extended for a period of one year beginning April 1, 1969 and ending March 31, 1970.

2. All other terms and conditions of said lease shall remain in full force and effect.

In Witness Whereof, the Chicago Park District has caused these presents to be executed in its name by its Acting General Superintendent and its corporate seal to be hereunto affixed and attested by its Secretary, and the City of Chicago has caused these presents to be executed in its name by its Mayor and its corporate seal to be hereunto affixed and attested by its City Clerk, the day and year first above written.

[Signature forms and Exhibit "A" omitted]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

*Department of Streets and Sanitation*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, an Extension Rider to Lease from the Illinois Central Railroad Company for premises along the South Bank of the Chicago River at South Water Street, approximately 20,000 square feet; such lease to be approved by the Commissioner of the Department of Streets and Sanitation, and to be approved as to form and legality by the Corporation Counsel, in substantially the following form:

EXTENSION RIDER

The undersigned hereby agree to renew the captioned lease until April 30, 1970 upon the terms and conditions and subject to the agreements therein contained, including the right of the Lessor to terminate the lease at any time upon giving 60 days notice to Lessee.

It is further mutually agreed that in order to minimize potential back rental, where this lease terminates without Lessee having vacated the premises and where active negotiations are taking place toward lease renewal or the execution of a new lease (to be effective as of the day following the expiration date of the old lease), Lessor shall bill and Lessee shall pay interim charges equivalent in amounts to rental due for previous billing period. Upon vacation of the premises or resumption of a lease status, there shall be an accounting as to the interim charges paid and said payments shall be applied first against back rental due. The interim payments are not intended to perpetuate this lease or affect any of its provision.

If you desire to continue occupation of this lease site for the term and conditions set forth above, please execute and return the original of this letter marked "Lessor" copy in the stamped self addressed envelope enclosed herewith prior to expiration. You should retain that copy marked "Lessee" copy and attach it to your copy of the lease.

[Signature forms omitted]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

*Department of Urban Renewal*
*(Nos. 9-11 N. Cicero Av.)*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from Peter J. Vlahos and John P. Vlahos, for Nos. 9-11 N. Cicero Avenue, first floor, containing approximately 1,800 square feet; such lease to be approved by the Commissioner of the Department of Urban Renewal, and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease attached to this ordinance printed on page 5211 of this Council Journal]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

*Department of Urban Renewal*
*(Nos. 13-15 N. Cicero Av.)*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from Peter J. Vlahos and John P. Vlahos, for approximately 1,800 square feet of space in building at Nos. 13-15 N. Cicero Avenue; such lease to be approved by the Commissioner of the Department of Urban Renewal, and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease attached to this ordinance printed on page 5212 of this Council Journal]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

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## City Comptroller Authorized to Execute Lease with Bongi Cartage, Inc. for Property at S.E. Cor. W. Haddon and N. Western Aves.

The Committee on Finance submitted a report rec-

(Continued on page 5213)

**This Agreement,** Made this 1st day of March A. D. 1969, between Peter J. Vlahos and John P. Vlahos, as Lessors, and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

**Witnesseth:** That the Lessors do hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit:

9-11 N. Cicero Avenue, first floor, containing approximately 1,800 square feet, for a Neighborhood Service Program.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of March A. D. 1969, and ending on the 28th day of February A. D. 1970. Lessee has the right to terminate this lease upon thirty days' prior written notice. ~~and the right to renew this lease for a further period of on the same terms and rental, by giving to the Lessor ---, in either case ---------- days' written notice of its election so to do.~~

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessors at 5680 W. Madison Street - 60644 or at such other place as the Lessors from time to time in writing may appoint.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of Two Hundred Fifty and no/100 - - - - - - - - - - - - ($250.00) Dollars per month, payable in advance on the first day of each calendar month ~~at~~ by the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessors

Lessors during the entire term of this lease shall keep in a condition of thorough repair and good order at their own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessors shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

Lessors will furnish heat, hot water and janitor service.

Lessors will decorate when necessary.

Lessee will pay for electricity and plate glass insurance.

It is mutually agreed and understood by and between the parties hereto that the remuneration mentioned in this lease is payable solely from funds when made available by the Federal Government.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessors, and upon the termination of this lease shall surrender said premises to the Lessors in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessors, excepted.

Lessors shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessors may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

**In Witness Whereof,** this lease is signed by or on behalf of the parties hereto the day and year first above written.

[Signature forms omitted]

**This Agreement** Made this day of

A. D. 1969, between Peter J. Vlahos and John P. Vlahos

, as Lessor, and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

**Witnesseth:** That the Lessors do hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit:

Approximately 1,800 square feet of space in building at 13-15 N. Cicero Avenue, on the first floor, for general offices for Austin Service Center, Department of Urban Renewal.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of March A. D. 19 69/or date of occupation, and ending on the 28th day of February A. D. 1970. Lessee has the right to terminate this lease upon thirty days prior notice. ~~and the right to renew this lease for a further period of~~

~~on the same terms and rental, by giving to the Lessor , in either case days' written notice of its election so to do.~~

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at 5680 W. Madison Street - 60644 or at such other place as the Lessor from time to time in writing may appoint.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of Two Hundred Fifty and no/100 - - - - - - - - - - - - - ($250.00) Dollars per month, payable in advance on the first day of each calendar month by the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor s during the entire term of this lease shall keep in a condition of thorough repair and good order at their own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor s shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

Lessors will furnish heat, hot water, decorating and janitorial service; also will remove office partitions and open the south wall to the adjoining office at 9-11 N. Cicero Avenue.

It is mutually agreed and understood by and between the parties hereto that the remuneration mentioned in this lease is payable solely from funds when made available by the Federal Government.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessors, and upon the termination of this lease shall surrender said premises to the Lessors in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor s, excepted.

Lessor s shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessor s may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

**In Witness Whereof**, this lease is signed by or on behalf of the parties hereto the day and year first above written.

[Signature forms omitted]

(Continued from page 5210)

ommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago a lease to Bongi Cartage, Inc., for premises at the Southeast corner of W. Haddon Avenue and N. Western Avenue, known as No. 1125 N. Western Avenue, including brick buildings and use of gasoline filling station; such lease to be approved by the Real Estate Agent, and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease attached to this ordinance printed on page 5214 of this Council Journal]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Fifielski, Hoellen, O'Rourke, Wigoda—41.

*Nays*—None.

### City Comptroller Authorized to Accept Compromise Offers in Settlement of Certain Warrants for Collection.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

*Ordered,* That the City Comptroller is authorized in accordance with his requests dated March 12 and March 25, 1969, and the attached recommendations of the Corporation Counsel to accept compromise offers in settlement of various warrants for collection as follows:

| *Year* | *Warrant Number* | *Amount* | *Compromise Offer* |
|---|---|---|---|
| 1969 | D-98002 | $181.90 | $136.43 |
| 1969 | D-98052 | 310.53 | 232.90 |
| 1969 | D-98085 | 99.63 | 74.00 |
| 1969 | D-98086 | 327.51 | 196.51 |
| 1968 | D-98538 | 109.69 | 82.27 |
| 1968 | D-98548 | 324.88 | 225.00 |
| 1969 | F-427-A | 54.00 | 27.00 |
| 1969 | F-430-A | 34.96 | 17.48 |
| 1969 | F-434-A | 84.00 | 42.00 |
| 1969 | F-436-A | 99.67 | 49.83 |
| 1969 | F-445-A | 186.48 | 93.24 |
| 1969 | F-461 | 116.50 | 87.38 |
| 1964 | F-653 | 263.49 | 175.00 |
| 1969 | F-710 | 63.45 | 46.00 |
| 1968 | F-3173 | 498.58 | 373.94 |
| 1968 | F-4448-A | 236.60 | 177.45 |
| 1968 | G-59 | 756.57 | 400.00 |
| 1968 | H-172 | 370.84 | 288.13 |
| 1968 | N-4925 | $269.07 | $200.00 |
| 1969 | F-316 | 381.23 | 285.00 |
| 1969 | F-796-A | 118.73 | 59.36 |
| 1969 | F-818-A | 882.08 | 441.04 |
| 1968 | F-4090-A | 46.57 | 34.93 |
| 1969 | D-98050 | 266.71 | 200.04 |
| 1968 | D-98547 | 368.38 | 150.00 |
| 1964 | D-98911 | 777.16 | 592.75 |
| 1964 | D-99077 | 159.98 | 85.00 |
| 1969 | D-98055 | 362.07 | 271.00 |
| 1965 | G-53 | 892.93 | 684.00 |
| 1969 | N-4144 | 7.28 | 5.80 |
| 1968 | H-206 | 347.62 | 250.72 |
| 1968 | G-160 | 538.88 | 404.16. |

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Fifielski, Hoellen, O'Rourke, Wigoda—41.

*Nays*—None.

### City Comptroller Authorized to Cancel Certain Uncollectible Warrants for Collection.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

*Ordered,* That the City Comptroller is authorized in accordance with his request dated March 10, 1969, to cancel specified warrants for collection issued against certain charitable, educational and religious institutions in the total amount of $1,648.35 as listed in his communication.

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Fifielski, Hoellen, O'Rourke, Wigoda—41.

*Nays*—None.

### Issuance of Certificates of Cancellation Authorized in Settlement of City's Special-Assessment Claims against Specified Parcels of Property in Lieu of Foreclosure.

The Committee on Finance submitted reports recommending that the City Council pass two proposed ordinances transmitted therewith, to authorize settlement of City's special-assessment claims against specified parcels of property.

(Continued on page 5215)

**This Indenture,** Made this ____________ day of ____________

A. D. 19 69 Between The City of Chicago, a municipal corporation

____________ party of the first part and ____________

Bongi Cartage, Inc. party of the second part.

**Witnesseth,** that the party of the first part has demised and leased to the party of the second part the premises, situated in City of Chicago County of Cook and State of Illinois, known and described as follows: Lots 26,27 and 28 (except that part taken for widening Western Avenue) in E.A. Cumming's Subdivision of Block 2 in Subdivision of Block 4 of Suffern's Subdivision and of Lots 1 to 6, and 12 to 32 in the Subdivision of Block 5 of Suffern's Subdivision in the Southwest quarter of Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, including brick buildings now on said premises ~~for storage~~ for use as a gasoline filling station to gas own trucks and cars only, and for no other purpose, on the southeast corner of West Haddon Street and Western Avenue.

TO HAVE AND TO HOLD the same, unto the party of the second part, from the First day of April A. D. 1969 until the Thirty-first day of March A. D. 1971. And the party of the second part in consideration of said demise, does covenant and agree with the party of the first part as follows:

FIRST.—To pay to Lessor at Office of City Collector as rent for said leased premises for said term the sum of One Hundred Fifty and no/100 - - - Dollars ($150.00) payable in advance in equal monthly installments upon the first day of each and every month during the term hereof.

SECOND.—That they have examined and know the condition of said premises; and have received the same in good order and repair, and that they will keep said premises in good repair during the term of this lease, at their own expense; and upon the termination of this lease will yield up said premises to said party of the first part in good condition and repair (loss by fire and ordinary wear excepted).

THIRD.—That they will not sub-let said premises, nor any part thereof, nor assign this lease without the written consent of the party of the first part first had.

FOURTH.—To pay (in addition to the rents above specified) all water rents taxed, levied or charged on said demised premises, for and during the time for which this lease is granted.

FIFTH.- Lessor may terminate this lease upon thirty days' prior notice.

SIXTH.- Lessee to furnish garage liability, automobile and premises liability insurance in amounts of $100/300M, property damage of $5,000, plate glass and Fire and Extended Coverage including vandalism in amount of $5,000, naming the City of Chicago as co-insured.

Lessee to pay water bills.

The party of the second part hereby irrevocably constitutes ____________ or any attorney of any Court of Record, attorney for them in their name, on default by them of any of the covenants herein, to enter appearance in any such Court of Record, waive process and service thereof, and trial by jury, and confess judgment against them in favor of said party of the first part, or its assigns for forcible detainer of said premises, with costs of said suit; and also to enter the appearance in such court of the party of the second part, waive process and service thereof, and confess judgment from time to time, for any rent which may be due to said party of the first part, or the assignees of said party by the terms of this lease, with costs, and Twenty Dollars attorney's fees, and to waive all errors and all right of appeal, from said judgment and judgments; and to file a consent in writing that a writ of restitution or other proper writ of execution may be issued immediately; said party of the second part hereby expressly waives all right to any notice or demand under any statute in this state relating to forcible entry and detainer.

In case said premises shall be rendered untenantable by fire or other casualty, the lessor, may, at his option, terminate this lease, or repair said premises within thirty days, and failing so to do or upon the destruction of said premises by fire, the term hereby created shall cease and determine.

All the parties to this lease agree that the covenants and agreements herein contained shall be binding upon, apply and inure to, their respective heirs, executors, administrators and assigns.

WITNESS the hands and seals of the parties hereto the day and year first above written.

[Signature forms ommitted]

(Continued from page 5213)

On separate motions made by Alderman Keane, *each* of the said proposed ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Fifielski, Hoellen, O'Rourke, Wigoda—41.

*Nays*—None.

Said ordinances as passed read respectively as follows (the Italic heading in each case not being a part of the ordinance):

*Compromise Settlement with John Hennessy (No. 6917 S. Justine St.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $91.72, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from John Hennessy, to compromise the City's claim for the sum of $121.94, which has been recommended by the Committee on Finance; therefore

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $121.94, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said John Hennessy, certificates of cancellation of special assessment liens against

> Lot Twelve (12) Block Three (3) Marston and Augers Subdivision Southwest quarter (SW¼) Southwest quarter (SW¼) Section 20, Township 38 North, Range 14 East of the Third Principal Meridian;

for the nonpayment of the First, Second and Fourth Installments of Special Assessment Warrant No. 39774; Flat Installment of Special Assessment Warrant No. 49196 and Flat Installment of Special Assessment Warrant No. 50876.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

*Compromise Settlement with John Hennessy (No. 6721 S. Aberdeen St.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $328.74, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from John Hennessy, to compromise the City's claim for the sum of $436.54, which has been recommended by the Committee on Finance; therefore

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $436.54, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said John Hennessy, certificates of cancellation of special assessment liens against

> Lot Forty (40) Block Two (2) Lee's Subdivision of West half (W½) Southeast quarter (SE¼) Section 20, Township 38 North, Range 14 East of the Third Principal Meridian.

for the nonpayment of the First, Second, Third, Fourth and Fifth Installments of Special Assessment Warrant No. 52026, and the First and Second Installments of Special Assessment Warrant No. 50722.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

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## City Comptroller Authorized and Directed to Cancel Warrants for Collection Issued against Certain Charitable, Educational and Religious Institutions.

The Committee on Finance to which had been referred (March 14, 1969) nine proposed orders for cancellations of certain warrants for collection issued against specified charitable, educational and religious institutions, submitted reports recommending that the City Council pass the following substitute proposed order:

*Ordered,* That the City Comptroller is hereby authorized and directed to cancel specified warrants for collection issued against certain charitable, educational and religious institutions, as follows:

| *Name and Address* | *Warrant No. and Type of Inspection* | *Amount* |
|---|---|---|
| Louise Burg Hospital, No. 255 W. Cermak Rd. | D1-17292 (Sign) | $ 7.50 |
| | D1-17678 (Sign) | 14.20 |
| First Mount Calvary Church, No. 6111 S. Kenwood Av. | D1-24098 (Sign) | 17.00 |
| | D1-23037 (Sign) | 17.00 |
| Bernard Horwich Center of the Jewish Community Centers of Chicago, Nos. 3001-3003 W. Touhy Av. | D1-34582 (Sign) | 7.50 |
| | F4-29197 (Mech. Vent.) | 126.50 |
| Jewish Home for the Aged, No. 1648 S. Albany Av. | A1-12422 (Elev.) | 46.00 |
| Logan Square Y.M.C.A., No. 3600 W. Fullerton Av. | C1-2764 (Boiler) | 23.00 |
| Nicholas J. Pritzker Center and Hospital, No. 800 E. 55th St. | C1-1001 (Boiler) | 10.00 |
| Queen of All Saints Basilica, No. 6280 N. Sauganash Av. | A1-8408 (Elev.) | 11.50 |
| The Salvation Army, No. 509 N. Union Av. | D1-24556 (Sign) | 7.50 |
| (No. 3860 W. Ogden Av.) | D1-24557 (Sign) | 7.50 |
| | D1-24382 (Sign) | 72.00 |
| | D1-24383 (Sign) | 10.00 |
| The Washington and Jane Smith Home, No. 2340 W. 113th Place (No. 2321 W. 112th Place). | F4-28011 (Mech. Vent.) | 37.95. |

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Fifielski, Hoellen, O'Rourke, Wigoda—41.

*Nays*—None.

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## Authority Granted for Issuance of Free Permits, License Fee Exemptions, Cancellation of Fees and Water Rates for Certain Charitable, Educational and Religious Institutions.

The Committee on Finance to which had been referred (December 30, 1968 and March 14, 1969) sixteen proposed ordinances and a proposed order transmitted therewith to authorize issuance of free permits, license and inspection fee exemptions and cancellation of water rates for certain charitable, educational and religious institutions, submitted reports recommending that the City Council pass said proposed ordinances and proposed order.

On separate motions made by Alderman Keane *each* of the said proposed ordinances and the proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Fifielski, Hoellen, O'Rourke, Wigoda—41.

*Nays*—None.

Said ordinances and order as passed read respectively as follows (the Italic heading in each case not being a part of the ordinance):

### FREE PERMITS

*Bethel Lutheran Church of Englewood*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Buildings, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Water and Sewers and the Commissioner of Health, are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Bethel Lutheran Church of Englewood for construction of new church building, for all electrical work, and for the use of water in conjunction with such project on the premises known as No. 6201 S. Sangamon Street.

Said building shall be used exclusively for religious and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

*The Chicago Lighthouse for the Blind*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Buildings, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Water and Sewers and the Commissioner of Health, are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary to The Chicago Lighthouse for the Blind for the construction of a driveway on the premises known as No. 1850 W. Roosevelt Road with entry on W. Grenshaw Street between 100 feet and 275 feet east of the center line of S. Wolcott Avenue.

Said building shall be used exclusively for educational purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

*Congregation K.I.N.S. of West Rogers Park*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Buildings, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Water and Sewers and the Commissioner of Health, are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Congregation K.I.N.S. of West Rogers Park for interior and exterior alteration and remodeling of existing auditorium building, for all electrical work, and for the use of water in conjunction with such project on the premises known as No. 2800 W. North Shore Avenue.

Said building shall be used exclusively for religious and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

*Douglas Park Evangelical Mission Covenant Church*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Buildings, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Water and Sewers and the Commissioner of Health, are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Douglas Park Evangelical Mission Covenant Church for installation and maintenance of meter connections and necessary vault thereof on the premises known as No. 2221 S. California Avenue.

Said building shall be used exclusively for religious and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

*God's House of All Nations Pentecostal Church*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Buildings, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Water and Sewers and the Commissioner of Health, are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to God's House of All Nations Pentecostal Church for renovation and new construction, as necessary, of existing church building, for all electrical work, and for the use of water in conjunction with such project on the premises known as No. 411 E. 43rd Street.

Said building shall be used exclusively for religious and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

### *Illinois Masonic Medical Center*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Buildings, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Water and Sewers and the Commissioner of Health, are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Illinois Masonic Medical Center for electrical installations on the premises known as No. 836 W. Wellington Avenue.

Said building shall be used exclusively for medical and related purposes and shall not be leased or otherwise used with a view to profit and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

### *Jewish Vocational Service*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Buildings, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Water and Sewers and the Commissioner of Health, are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Jewish Vocational Service for installation and maintenance of a fire alarm box on the premises known as No. 2008 W. Devon Avenue.

Said building shall be used exclusively for educational and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

### *St. Cajetan Church*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Buildings, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Water and Sewers and the Commissioner of Health, are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to St. Cajetan Church for construction of a new rectory and administration building, for all electrical work, and for the use of water in conjunction with such project on the premises known as No. 11207 S. Artesian Avenue.

Said building shall be used exclusively for religious and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

### *Society of Mount Carmel*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Buildings, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Water and Sewers and the Commissioner of Health, are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Society of Mount Carmel for construction of an addition to an existing high school building, for all electrical work, and for the use of water in conjunction with such project, on the premises known as No. 6410 S. Dante Avenue.

Said building shall be used exclusively for religious and educational purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

## LICENSE FEE EXEMPTION

### *The Erie Neighborhood House*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 130-15 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Erie Neighborhood House, No. 1347 W. Erie Street, is hereby exempted from payment of the annual license fee for the year 1969.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

## HOME

### *Park View Home*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Park View Home, No. 1401 N. California Avenue, is hereby exempted from payment of the annual license fee provided in Section 136-4, for the year 1969.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

## HOSPITALS

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago, the following hospitals that are not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1969:

Belmont Community Hospital, No. 4058 W. Melrose Street;

Passavant Memorial Hospital, No. 303 E. Superior Street;

Roseland Community Hospital Association, Nos. 45-67 W. 111th Street.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

### DAY CARE CENTERS

### *Greater Institutional A.M.E. Church Day Care Center, Kindergarten, School for Special Children and Head Start Program*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from the payment of the license fee for the current license period, which expires April 30, 1970: Greater Institutional A.M. E. Church Day Care Center, Kindergarten, School for Special Children and Head Start Program, Nos. 7730-7732 S. Halsted Street.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

### *Leavitt Cooperative Day Nursery (Onward Neighborhood House)*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from the payment of the license fee for the current license period, which expires April 30, 1970: Leavitt Cooperative Day Nursery (Onward Neighborhood House), No. 600 N. Leavitt Street.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

### CANCELLATION OF WATER RATES

### *St. Francis Borgia Church*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 185-47 of the Municipal Code of Chicago, the Commissioner of Water and Sewers is hereby authorized and directed to cancel existing water rates in the total amount of $26.40 assessed against St. Francis Borgia Church, No. 8033 W. Addison Street.

SECTION 2. That the Bureau of Water is hereby authorized and directed to exempt the said Church from the payment of any and all future water rates assessed against the Church and any property owned and operated by it in the conduct of its religious business.

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

### *St. Lawrence Church of God in Christ*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 185-47 of the Municipal Code of Chicago, the Commissioner of Water and Sewers is hereby authorized and directed to cancel all existing water rates (account No. 37395—gross amount $174.40) assessed against St. Lawrence Church of God in Christ, No. 7400 S. St. Lawrence Avenue.

SECTION 2. That the Bureau of Water is hereby authorized and directed to exempt the said church from the payment of any and all future water rates assessed against same.

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

### CANCELLATION OF FEES

*Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to waive the fees, in the amount of $20.00 for the removal of an existing parking meter, and $30.00 for the erection and maintenance of two loading zone signs, assessed against The Chicago Southern Center, Inc., No. 1028 W. Wilson Avenue.

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## City Collector Authorized and Directed Not to Return as Delinquent Before July 31, 1970 Special Assessment under Warrant No. 55030.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

> *Ordered,* That the City Collector of the City of Chicago be and he is hereby authorized and directed not to return delinquent before July 31st, 1970 any and all lots, blocks and parcels of real estate on which special assessments have not yet been paid, under warrant No. 55030, for the widening of S. Damen Avenue from W. Harrison Street to W. Roosevelt Road; but such action shall not operate to cancel the assessments or impair the liens of the City of Chicago nor extend for a period beyond July 31st, 1970, and said assessments shall be and remain payable at the office of the City Collector with all interest and charges that have accrued thereon.

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Fifielski, Hoellen, O'Rourke, Wigoda—41.

*Nays*—None.

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## Negotiations Authorized for Acquisition of Five Parcels of Property for New Fire Station Sites.

The Committee on Finance submitted a report recommending that the City Council pass five proposed ordinances transmitted therewith (which were referred to the committee on January 31, 1969) to authorize acquisition of five parcels of property for new fire station sites at specified locations.

On separate motions made by Alderman Keane *each* of the said proposed ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Fifielski, Hoellen, O'Rourke, Wigoda—41.

*Nays*—None.

Said ordinances as passed read respectively as follows (the Italic heading in each case not being a part of the ordinance):

### *Nos. 6238-6248 N. California Av.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. It is hereby determined and declared that it is useful, desirable and necessary to the City of Chicago that the City of Chicago acquire the following property for a Fire Station Site, legally described as follows:

> Lots 2, 3 and 4 of block 8 of T. J. Grady's Sixth Green Briar Addition to North Edgewater in the northeast quarter of the northwest quarter of Section 1, Township 40, Range 13 East of the Third Principal Meridian, all in Cook County, Illinois.

SECTION 2. The Corporation Counsel is authorized and directed to negotiate with the owner or owners for purchase of the property described above. In case the Corporation Counsel is able to agree with the owner or owners of said property upon the purchase price thereof, he is authorized to purchase said property subject to the approval of the City Council.

SECTION 3. In case of the inability of the Corporation Counsel to agree with the owner or owners of said property upon the purchase price thereof, or in case the owner or owners, or any of them, are incapable of consenting to the sale thereof, or in case the name or residence of said owner or owners are unknown, or they are non-residents of the State of Illinois, then the Corporation Counsel shall institute and prosecute condemnation proceedings in the name of and on behalf of the City of Chicago for the purpose of acquiring title to said property under the City's right of eminent domain and said property is hereby declared to be useful, advantageous, desirable and necessary to the City of Chicago for the use and purposes set forth above.

SECTION 4. This ordinance shall take effect and be in full force from and after its passage.

### *N.E. Cor. N. Damen Av. and W. Cortland St.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. It is hereby determined and declared that it is useful, desirable and necessary to the City of Chicago that the City of Chicago acquire the following property for a Fire Station Site, legally described as follows:

> Lots 36 through 42, inclusive, in subdivision of Block 39 in Sheffield's Addition to Chicago, Section 31, Township 40, Range 14 East of the Third Principal Meridian, all in Cook County, Illinois.

SECTION 2. The Corporation Counsel is authorized and directed to negotiate with the owner or owners for purchase of the property described above. In case the Corporation Counsel is able to agree with the owner or owners of said property upon the purchase price thereof, he is authorized to purchase said property subject to the approval of the City Council.

SECTION 3. In case of the inability of the Corporation Counsel to agree with the owner or owners of said property upon the purchase price thereof, or in case the owner or owners, or any of them, are incapable of consenting to the sale thereof, or in case the name or residence of said owner or owners are unknown, or they are non-residents of the State of Illinois, then the Corporation Counsel shall institute and prosecute condemnation proceedings in the name of and on behalf of the City of Chicago for the purpose of acquiring title to said property under the City's right of eminent domain and said property is hereby declared to be useful, advantageous, desirable and necessary to the City of Chicago for the use and purposes set forth above.

SECTION 4. This ordinance shall take effect and be in full force from and after its passage.

### *Nos. 2215-2235 W. 51st St.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. It is hereby determined and declared that it is useful, desirable and necessary to the City of Chicago that the City of Chicago acquire the following property for a Fire Station Site, legally described as follows:

> Lots 3 thru 11 in subdivision of lots 2 and 3 in N. P. Inglehart's subdivision of the Southwest quarter (except the East 110 feet of Lot 2 and East 182 feet of Lot 3 and except the West 200 feet of said lots), in Section 7, Township 38, Range 14 East of the Third Principal Meridian, all in Cook County, Illinois.

SECTION 2. The Corporation Counsel is authorized and directed to negotiate with the owner or owners for purchase of the property described above. In case the Corporation Counsel is able to agree with the owner or owners of said property upon the purchase price thereof, he is authorized to purchase said property subject to the approval of the City Council.

SECTION 3. In case of the inability of the Corporation Counsel to agree with the owner or owners of said property upon the purchase price thereof, or in case the owner or owners, or any of them, are incapable of consenting to the sale thereof, or in case the name or residence of said owner or owners are unknown, or they are non-residents of the State of Illinois, then the Corporation Counsel shall institute and prosecute condemnation proceedings in the name of and on behalf of the City of Chicago for the purpose of acquiring title to said property under the City's right of eminent domain and said property is hereby declared to be useful, advantageous, desirable and necessary to the City of Chicago for the use and purposes set forth above.

SECTION 4. This ordinance shall take effect and be in full force from and after its passage.

### *Nos. 3924-3928 N. Harlem Av.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. It is hereby determined and declared that it is useful, desirable and necessary to the City of Chicago that the City of Chicago acquire the following property for a Fire Station Site, legally described as follows:

> Lots 33 and 34 in Block 1 of W. F. Kaiser & Co.'s Irving Park Boulevard subdivision being a subdivision of the North 20 acres (except the South 47.3 feet thereof) of that part lying South of the

Indian Boundary Line of fractional East one-half of the fractional Northeast quarter of Section 24, Township 20, Range 12 East of the Third Principal Meridian, all in Cook County, Illinois.

SECTION 2. The Corporation Counsel is authorized and directed to negotiate with the owner or owners for purchase of the property described above. In case the Corporation Counsel is able to agree with the owner or owners of said property upon the purchase price thereof, he is authorized to purchase said property subject to the approval of the City Council.

SECTION 3. In case of the inability of the Corporation Counsel to agree with the owner or owners of said property upon the purchase price thereof, or in case the owner or owners, or any of them, are incapable of consenting to the sale thereof, or in case the name or residence of said owner or owners are unknown, or they are non-residents of the State of Illinois, then the Corporation Counsel shall institute and prosecute condemnation proceedings in the name of and on behalf of the City of Chicago for the purpose of acquiring title to said property under the City's right of eminent domain and said property is hereby declared to be useful, advantageous, desirable and necessary to the City of Chicago for the use and purposes set forth above.

SECTION 4. This ordinance shall take effect and be in full force from and after its passage.

*S.E. Cor. N. Pueblo Av. and W. Catherine St.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. It is hereby determined and declared that it is useful, desirable and necessary to the City of Chicago that the City of Chicago acquire the following property for a Fire Station Site, legally described as follows:

> Lot 14 and the East 25 feet of Lot 13 in Block 11 of Albert J. Schorsch and Son's Cumberland Terrace Addition being a subdivision of part of the Northeast quarter of Section 11 and part of the Northwest quarter of Section 12, Township 40, Range 12 East of the Third Principal Meridian, all in Cook County, Illinois.

SECTION 2. The Corporation Counsel is authorized and directed to negotiate with the owner or owners for purchase of the property described above. In case the Corporation Counsel is able to agree with the owner or owners of said property upon the purchase price thereof, he is authorized to purchase said property subject to the approval of the City Council.

SECTION 3. In case of the inability of the Corporation Counsel to agree with the owner or owners of said property upon the purchase price thereof, or in case the owner or owners, or any of them, are incapable of consenting to the sale thereof, or in case the name or residence of said owner or owners are unknown, or they are non-residents of the State of Illinois, then the Corporation Counsel shall institute and prosecute condemnation proceedings in the name of and on behalf of the City of Chicago for the purpose of acquiring title to said property under the City's right of eminent domain and said property is hereby declared to be useful, advantageous, desirable and necessary to the City of Chicago for the use and purposes set forth above.

SECTION 4. This ordinance shall take effect and be in full force from and after its passage.

## Execution of Easement Agreement Authorized to Permit Maintenance and Operation by C.T.A. of Cars and Trains on Elevated Structure in Block Bounded by N. Hermitage Av., N. Paulina St., W. Maypole Av. and W. Washington Blvd.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Mayor be, and he is hereby authorized and directed to execute, the City Clerk to attest, and the Comptroller to accept and file for record, a certain Easement Agreement from the City of Chicago to the Chicago Transit Authority, granting the Chicago Transit Authority an Easement as described, which Easement Agreement is in form and substance as follows:

### EASEMENT

For And In Consideration of the sum of One Dollar ($1.00), and other valuable consideration, the receipt whereof is hereby acknowledged, the City of Chicago, a body politic and corporate, organized and existing under and by virtue of the laws of the State of Illinois (hereinafter called the "Grantor"), does hereby grant and convey unto the Chicago Transit Authority, a municipal corporation organized and existing under, and by virtue of the laws of the State of Illinois (hereinafter called the "Grantee"), and unto its successors and assigns, an Easement for the purpose of ingress and egress, and the maintenance and operation of the elevated structure, and the operation of cars and trains thereon, in, through, over, under and along the following described real estate:

> A parcel of land in that part of Sub-Lots 4, 5 and 6 in Egan's Subdivision of Lots 7, 8, 9 and 10 and Lots 4 and 5 all in Sub-Block 4 in Page and Wood's Subdivision of Block 50 in Canal Trustees' Subdivision of Section 7, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois together with part of vacated alley in said Sub-Block 4, described as follows:
>
> Beginning at a point on the South line of vacated W. Maypole Avenue (North line of Lot 5 in said Sub-Block 4 in Page and Wood's Subdivision) a distance of 77.58 feet East of the East line of N. Hermitage Avenue, thence continuing along said South line, a distance of 45.30 feet to a point; thence South on a line 122.88 feet East of and parallel with the East line of N. Hermitage Avenue, a distance of 282.48 feet more or less to a point on the North line of W. Washington Boulevard (being the South line of aforesaid Sub-Lots 4, 5 and 6 in Egan's Subdivision of Lots 7, 8, 9 and 10 in Sub-Block 4); thence West along said North line 45.30 feet to a point; thence North on a line 45.30 feet West of and parallel with the last described course 282.48 feet more or less to the point of beginning.

It being the intention of the Grantor to convey to the Grantee, an Easement free and clear of all obstructions except the supports for the elevated structure and with good and sufficient space on each side of said structure for access by emergency and maintenance vehicles.

The Grantor, its successors and assigns reserves the right to traverse the Easement strip for pedestrian and vehicular traffic and to utilize that portion of said Easement strip not located under the elevated structure for vehicle parking and for any purpose not adverse or in interference of the Easement herein granted. The Grantee shall operate and maintain its facilities in such a manner as not to interfere with the rights reserved to the Grantor. In the event the Grantor or its successors or assigns landscapes and erects fencing abutting said area, the Grantee will restore said fencing and landscaping and surface area at its own expense if it damages or disturbs the same in its maintenance, repair or use of such easement.

The Grantor shall not occupy for vehicle parking purposes, any portion of the Easement area directly beneath the elevated structure. When, as and if, the Grantee, its successors and assigns shall cease to maintain the elevated structure and operate cars and trains thereon, and shall abandon said structure, all rights of the Grantee under said Easement shall terminate and the Grantee, at its own expense, shall remove said structure and appurtenant facilities.

The Grantee agrees to indemnify, save and keep harmless the Grantor, its agents, employes, successors and assigns from all liability, lien, judgment, cost damage and expense of whatsoever kind and nature which, may in any way be suffered by the Grantor, or its agents, employes, successors or assigns by reason of, or in consequence of the operation of said Easement by the Grantee or for, or on account of any act or thing done or suffered, or omitted to be done, under the grant of this Easement by the Grantee.

No member of the governing body of the City of Chicago or the Department of Urban Renewal, and no other officer, employee or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this contract pertains, shall have any personal interest, direct or indirect, in this contract. No member of, or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit to arise herefrom.

In Witness Whereof, the City of Chicago has caused these presents to be executed in its name by the Mayor and its corporate seal to be hereunto affixed and attested by the City Clerk, and the Chicago Transit Authority has caused these presents to be executed in its name by the Chairman, Chicago Transit Board, and its corporate seal to be hereunto affixed and attested by its Secretary, the ...... day of ................ 19....

[Signature forms omitted]

SECTION 2. This ordinance shall be effective upon its passage and approval.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Fifielski, Hoellen, O'Rourke, Wigoda—41.

*Nays*—None.

## Authorization and Direction Given for Execution of Permit to Illinois Bell Telephone Co. to Suspend Plastic Ducts under South Roadway Deck of New 35th St. Bridge Over South Branch of Chicago River.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, to authorize and direct execution of a Permit to Illinois Bell Telephone Company to suspend four Plastic Ducts under South Roadway Deck of new 35th Street Bridge over South Branch of Chicago River.

On motion of Alderman Keane the said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Fifielski, Hoellen, O'Rourke, Wigoda—41.

*Nays*—None.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Public Works be and he is hereby authorized and directed to execute, the Chief Engineer to approve, and the City Comptroller to accept and file for record, upon the approval as to form and legality of the Corporation Counsel, a Permit from the City of Chicago granting Illinois Bell Telephone Company permission and authority to suspend with hangers eight four inch Plastic Ducts under the south roadway deck of the new 35th Street Bridge over the south fork of the South Branch of the Chicago River, which Permit is in form and substance as follows:

CITY OF CHICAGO
DEPARTMENT OF PUBLIC WORKS
CHICAGO, ILLINOIS

Permit granting Illinois Bell Telephone Company permission and authority to suspend with hangers (8) four (4) inch Plastic Ducts under the south roadway deck of the new 35th Street bridge over the south fork of the south branch of the Chicago River, M.F.T. Section 35th St. 0909. 2-C.S.

Whereas, Illinois Bell Telephone Company, 225 West Washington Street, Chicago, Illinois, hereinafter called the "Petitioner", request permission and authority from the City of Chicago, Department of Public Works, hereinafter called the "Department", to attach, operate and maintain eight (8) four (4) inch Plastic Ducts under the south roadway deck of the new 35th Street Fixed Bridge; and

Whereas, the additional weight of said installation on an existing highway structure will decrease the load carrying capacity of the highway structure available to the public or on a new highway structure will require an increase in structual design by an amount estimated by the Department to be valued at two thousand four hundred seventy-one dollars and forty-seven cents ($2,471.47); and

Whereas, the Petitioner, realizing an advantage accruing to it in the form of an overall savings in installation and maintenance costs, should reimburse the Department for the said estimated value; and

Whereas, the Petitioner has on deposit with the Department a surety bond in the amount of thirty thousand dollars and no cents ($30,000.00) said bond being conditioned on the performance of the work, the cleanup, and the restoration of the street facilities in a manner satisfactory to the Commissioner of the Department or his duly authorized agent, and on holding the City of Chicago and the Department harmless on account of all claims for damages which may occur to persons or property, including the property belonging to the City of Chicago, arising out of the construction, operation and maintenance of said eight (8) four (4) inch Plastic Ducts on said bridge structure.

Now, Therefore, in consideration of the sum of two thousand four hundred seventy-one dollars and forty-seven cents ($2,471.47), the Department hereby grants permission and authority to the Petitioner to construct, operate and maintain eight (8) four (4) inch Plastic Ducts on the 35th Street Bridge, subject to the following additional terms and conditions:

1. The Petitioner shall keep said bond in full force and effect in the full penal sum therein provided so long as this permit shall remain in force. In case of any impairment of the security on said bond for any cause (whether any impairment exists to be determined by the Department) or in case of any reduction in the penal sum of said bond due to a recovery thereon or otherwise, the Petitioner shall immediately replace or increase the penal sum of said bond to the end that there will be in full force and effect, during the existence of this permit, a good and sufficient bond or bonds in an aggregate penal sum equal to the amount of said present bond to insure the fulfillment of the obligation assumed by the Petitioner under this permit. In the event that Petitioner fails to replace or increase the penal sum of said bond as herein provided within ten (10) days after receipt of notice in writing from the Department so to do, the Department may terminate the further granting of permits to the Petitioner until such time as the necessary increase or replacement of the penal sum of said bond has been complied with.

2. The Petitioner shall furnish, at its own expense, all materials, labor and pay all maintenance costs of said eight (8) four (4) inch Plastic Ducts and its attachments except inserts that may be installed at the time of construction on the new bridge. The Petitioner further understands and agrees that the maintenance of said eight (8) four (4) inch Ducts includes but is not limited to the cleaning and painting of the entire eight (8) four (4) inch Ducts including all fixtures, brackets and attachments thereto and that the time manner and type of such cleaning and painting shall be as directed by the Department.

3. The proposed work and method of construction to be done hereunder shall be located and constructed in accordance with the description, special provisions and plans attached to and made a part of this permit, and the Petitioner shall thereafter operate and maintain said eight (8) four (4) inch Ducts to the satisfaction of the Commissioner or his duly authorized representative.

4. The Petitioner shall assume all liability for interference with or access to existing utilities or navigation lights on account of the installation of said eight (8) four (4) inch Ducts.

5. The Petitioner, its successors or assigns, shall assume all risk and liability for damages or injury to persons or property on account of the work of installation or maintenance of said eight (8) four (4) inch Ducts and shall also be liable for any damage that may be caused to said 35th Street Bridge due to the attachment of eight (8) four (4) inch Ducts to the bridge structure.

6. The Petitioner agrees to use only a minimum number of machines or other equipment that may, by necessity, be caused to be parked in a traffic lane on the bridge, which equipment may obstruct the flow of traffic across said bridge, while performing any work pursuant to the permission herein granted, and shall take all necessary precautions to protect traffic by the use of signs, signals, flagmen or watchmen. One-way traffic shall be maintained around such obstructions at all times.

7. The Department agrees to take due care in performance of maintenance and operation activities on the bridge structure to prevent damage to the said eight (8) four (4) inch Ducts due to such activities. Should the City's construction on any operation of said bridge facility require any alteration or change of location of the improvement called for in this permit, such alteration and change of location shall be made by the Petitioner upon a written request by the Commissioner without expense to the City of Chicago; or should the Petitioner fail to make satisfactory arrangements to comply with this request within 60 days, the City reserves the right to perform the necessary work or remove the installation and bill the Petitioner for the costs incurred. In the case where utility facilities are attached to an existing bridge that is to be dismantled, reconstructed or relocated and requires the Petitioner to alter the attached facilities or to move to a new structure, then this permit will be terminated and a new permit with proper assessment will be required.

8. The Petitioner agrees that the permission herein granted to install eight (8) four (4) inch Ducts on the above designated bridge structure is not considered a franchise and will be terminated without reimbursement of the assessment two years after the date of this permit if eight (8) four (4) inch Ducts are not installed and in operation in accordance with the terms of this permit.

9. The permission herein granted is effective insofar only as the Department has jurisdiction and does not presume to release the Petitioner from complying with any existing statutes to the construction, operation and maintenance of said eight (8) four (4) inch Ducts.

This permit is hereby given, accepted and its provisions agreed on this ——— day of—————, 19—.

[Signature forms omitted]

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

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### Acceptance of Agreement and Easement by City Authorized with Western Transportation Co. for Construction of Approaches, Etc. to W. 35th Street Bridge.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Public

Works be and he is hereby authorized and directed to execute, the Chief Engineer to approve, and the City Comptroller to accept and file for record, upon the approval as to form and legality of the Corporation Counsel, a certain Agreement and temporary easement by and between the Western Transportation Company, and the City of Chicago, for the construction of approaches to the W. 35th Street Bridge, which instrument is in form and substance as follows:

AGREEMENT

This Agreement, made and entered into this 30th day of October, A.D. 1968, by and between Western Transportation Company, an Illinois Corporation, hereinafter known as "Owner", and the City of Chicago, a municipal corporation of the State of Illinois, hereinafter known as "City".

WITNESSETH:

Whereas, the City of Chicago proposes to construct a new bridge in West 35th Street over the South Branch of the Chicago River in accordance with certain plans and drawings prepared by Westenhoff and Novick Engineering Co. under their Contract Number 28550, which plans and drawings have been exhibited to Owner, and specifically drawing number 30656, File 11-A49-42 and drawing number 30684, File 11-A49-70, dated July, 1968, which said drawings are incorporated herein by reference thereto; and

Whereas, owner is the holder of the fee simple title to certain property adjoining said bridge; and

Whereas, the proposed construction work will require a widening and change in elevation on the bridge and approaches thereto in the vicinity of Owner's property.

Now, Therefore, the parties hereto, in consideration of the grants and benefits set forth herein, do hereby agree as follows:

The City of Chicago hereby agrees that it will construct the new bridge approaches and appurtenances in accordance with said plans and drawings, all at its own cost and expense.

City agrees to remove the present vehicular driveway extending from West 35th Street into the property of Owner and to replace said driveway as presently located with a new concrete driveway corresponding with the new street elevation, as set forth in said plans and drawings.

City will also install a new concrete sidewalk in West 35th Street adjacent to property of Owner. City will replace any fencing or fence posts if required and make other necessary adjustments to accommodate the new bridge. All of the aforementioned work shall be coordinated with the operations of Owner wherever possible and the necessary precautions will be taken to safeguard the property of Owner.

Owner does hereby grant to City, its contractors, agents or employees the right to enter upon the property of Owner adjoining the West 35th Street Bridge and approaches for the purpose of making all of the aforementioned alterations.

Owner hereby releases City from any and all liability for damages to the abutting property of Owner that may be caused by or arising out of or resulting from the widening and changing of grade of West 35th Street as a result of the location of this bridge and approaches and other changes in conditions resulting therefrom, provided that said bridge is constructed in accordance with said plans and drawings and particularly in accordance with drawing number 30656, dated July, 1968, File 11-A49-42, and drawing number 30684, dated July, 1968, File 11-A49-70.

Owner does hereby acknowledge full satisfaction for all such liabilities, claims, demands, actions and causes of action, if any, that may hereafter accrue as a result of the location and existence of said West 35th Street Bridge and approaches and appurtenances thereto, as constructed in accordance with said plans and drawings hereinbefore mentioned.

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their duly authorized officers the day and year hereinabove set forth.

[Signature forms omitted]

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Fifielski, Hoellen, O'Rourke, Wigoda—41.

*Nays*—None.

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### Payment of Judgment Authorized for Acquisition of Property at No. 6138 S. Racine Av. for Parking Site for Dept. of Police.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

*Ordered,* That the Corporation Counsel, in accordance with his recommendation of February 3, 1969, is hereby authorized to acquire the following-described property needed for a police station parking site, to wit:

Lots 2 to 5 inclusive in R. H. Dockrill's Subdivision of the North half of the South 14.1322 chains of the East 10.466 chains of the East half of the Southwest Quarter of Section 17, Township 38 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois,

in the amount of twenty-four thousand dollars ($24,000.00), plus court costs, and the City Comptroller and the City Treasurer are authorized and directed to issue vouchers and pay the amount when approved by the Corporation Counsel from appropriations made from Account No. 100-4126-522.

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Fifielski, Hoellen, O'Rourke, Wigoda—41.

*Nays*—None.

### Execution of Easement Agreement Authorized with B. and P. Motor Express Inc. for Construction of Leamington Avenue Sewer Across Private Property of Grantor (Contract No. 3B).

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, to authorize execution of Easement Agreement with B. and P. Motor Express Inc. for construction of Leamington Avenue Sewer across private property of B. and P. Motor Express Incorporated under Contract No. 3B.

On motion of Alderman Keane the said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Fifielski, Hoellen, O'Rourke, Wigoda—41.

*Nays*—None.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Public Works be and he is hereby authorized and directed to execute, the Chief Engineer to approve, and the City Comptroller to accept and file for Record, upon the approval as to form and legality of the Corporation Counsel, a certain Permanent Easement from the B. and P. Motor Express Incorporated, a Delaware Corporation, to the City of Chicago, for the construction of the Leamington Avenue Sewer, Contract No. 3B, which Easement is in form and substance as follows:

EASEMENT

This Indenture, made and entered into this —— day of ——————, A.D., 1968, by and between B. and P. Motor Express Incorporated, a Delaware Corporation, hereinafter known as "Grantor", and the City of Chicago, a municipal corporation of the State of Illinois, hereinafter known as "City".

WITNESSETH:

That for and in consideration of one dollar ($1.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby give and grant in perpetuity to the City an easement, right, privilege and authority to construct, repair, maintain and operate a sewer twelve feet (12') in diameter lying below a horizontal plane whose elevation is twenty-five feet (25') above Chicago City Datum (+25.0 C.C.D.) with manholes and appurtenances thereto, in, over and upon the following parcel of real property shown on plat marked Exhibit "A" attached hereto and made a part hereof, said real property being described as follows:

PERMANENT EASEMENT

That part of the North Three Quarters (N.¾) of Section 27, Township 38 North, Range 13 East of the Third Principal Meridian described as follows:

Commencing at the intersection of the East line of the West 2517 feet (measured perpendicularly) of said Section 27 with a straight line, hereinafter referred to as "Line A", which is a straight line drawn from a point on the West line of said Section which is 644.66 feet South from the Northwest corner of the South half (S.½) of said Section to a point on the East line of said Section which is 619.17 feet South from the Northeast corner of said South half (S.½) and running thence North along said East line of the West 2517 feet a distance of 2357.20 feet to a point of beginning of said tract; thence East parallel with said herebefore described "Line A" a distance of 12.0 feet; thence North parallel to said East line of said West 2517 feet a distance of 327.40 feet, thence West parallel to herebefore described "Line A" a distance of 12.0 feet to the East line of said West 2517 feet, thence South along said East line of said West 2517 feet a distance of 327.40 feet to the point of beginning; also

That part of the North Three Quarters (N.¾) of Section 27, Township 38 North, Range 13 East of the Third Principal Meridian described as follows:

Commencing at the intersection of the East line of the West 2517 feet (measured perpendicularly) of said Section 27 with a straight line, hereinafter referred to as "Line A", which is a straight line drawn from a point on the West line of said Section which is 644.66 feet South from the Northwest corner of the South half (S.½) of said Section to a point on the East line of said Section which is 619.17 feet South from the Northeast corner of said South half (S.½) and running thence North along said East line of the West 2517 feet a distance of 2883.08 feet to a point of beginning of said tract, thence Southeasterly along a straight line forming an angle of 68°-56'-30" as measured from West to East from said East line of the West 2517 feet to a point of intersection with a line 12.0 feet East of and parallel with said East line of West 2517 feet, thence South along said parallel line to a point of intersection with a line 2731.71 feet North of and parallel with hereinbefore described "Line A", thence West along said parallel line a distance of 12.0 feet to said East line of the West 2517 feet, thence North along said East line of the West 2517 feet a distance of 151. 37 feet to the point of beginning, all in Cook County, Illinois.

Area—5,718 Sq. Ft.

And Further, the Grantor does give and grant to City a temporary right, privilege and authority during the period of construction of said sewer to enter upon and use the following described property:

A strip of land five feet (5') in width lying East of and contiguous to the heretofore described permanent easement.

all as shown on the plat marked Exhibit "A", dated March, 1968, attached hereto and by this reference made a part hereof, subject to the following conditions:

1. City agrees at its own cost and expense to restore the surface of the easement premises to the same conditions, as near as may be, as the same existed before the commencement of any work by the City on said real estate, and guarantees that any roadway construction, either temporary or permanent, performed by City shall be suitable for Grade H-20 Loading.

2. The City agrees at its own cost and expense to restore and replace any fencing on the premises in the same position and condition as it now exists.

3. The City agrees that the work of installing and maintaining said sewer shall be done and completed in a good and workmanlike manner and in

accordance with plans and specifications as prepared by City, a copy of said plans and specifications to be furnished Grantor before starting of any work by City, all at the sole expense of City.

4. City agrees that the work of installing and maintaining said sewer shall not unreasonaby interfere with Grantor's use of the premises as a trucking terminal and a means of ingress and egress, adequate for heavy duty trucking, shall be maintained over said easement at City's cost and expense for the duration of construction and the term of the easement granted hereby. Provided, however, that the City shall not be responsible for the maintenance of said means of ingress and egress necessitated by normal wear and tear.

5. City assumes and agrees to pay for all loss, damage, injury or death, including costs and expenses incident thereto, caused to any person including Grantor, or to the property of any person including Grantor, by or during the construction of said sewer or by the maintenance and repair thereof, or by its presence or use upon the property of Grantor; and City shall indemnify Grantor against and save him harmless from all liability for any such loss, damage, injury or death. It is expressly agreed upon and understood between the parties hereto that loss, damage or injury shall include, but not be limited to, damage or loss to cargo, freight or other property of Grantor, or in Grantor's possession or control or cargo, freight or other property of persons or parties legally upon Grantor's premises.

In case any suit shall be brought against Grantor, on account of any such loss, damage, injury or death, the City agrees at its own expense to assume the defense thereof and to pay any and all judgments recovered against Grantor, or costs incurred by him on account of any such suit; provided, however, that in case any suit be brought against Grantor for any such loss, damage, injury, or death, Grantor, providing he has been served with proper summons, shall at least ten (10) days before the answer to said suit is due, or any extension thereof, give notice in writing of any such suit and of such service to the Mayor or City Clerk of City in order that City may make a proper defense.

6. The Grantor retains the right to use, and enjoy the surface of said property above the described sewer for such purpose, in such manner, and at such time as he shall desire, provided that it shall not be inconsistent with the use and access required by the City as set forth hereinabove.

7. It is expressly agreed upon and understood by and between the parties that Grantor's present and continued use of the property, i.e., trucking terminal for heavy duty trucking is not now, nor will it ever be considered inconsistent with the use and access required by the City as set forth hereinabove.

8. Grantor reserves the right to connect to said sewer under the rules and regulations of Bureau of Sewers of the City of Chicago.

9. Grantor reserves the right to create any entrances or exits over and upon said easement as Grantor, its successors in interest, assigns or grantees shall deem necessary.

10. The authority hereby granted to City is not assignable or transferable and shall cease if the said sewer shall be abandoned, or shall cease to be used for sewer purposes, or if said sewer shall not be laid, constructed and installed within a period of five (5) years from the date of this instrument.

This Agreement shall run with the land and be binding upon the grantees, lessees, successors, and assigns of the parties hereto, unless terminated by the abandonment of the sewer or the failure to construct it as specified above.

In Witness Whereof, as of the day and year first above written, the parties hereto have caused these presents to be executed in duplicate.

[Signature forms and Exhibit "A" omitted]

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

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## Execution of Agreement Authorized between City, Marriott Corp. and Seay and Thomas, Inc. (as Agent) for Laying of Water Mains and Appurtenances in East River Road and W. Higgins Road.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Mayor be and he is hereby authorized and directed to execute; the Commissioner of Water and Sewers to approve; the City Clerk to attest; and the City Comptroller to accept and file for record, upon approval of the Corporation Counsel as to form and legality, a certain Agreement between the City of Chicago, A Municipal Corporation, Marriott Corporation, a Corporation of Delaware, duly authorized to do business in the State of Illinois, and Seay and Thomas, Inc., a corporation of Illinois, acting as Agent for Trust No. 26704, American National Bank and Trust Company, providing for the laying of water mains and appurtenances thereto, in East River Road and West Higgins Road, said Agreement being substantially as follows:

AGREEMENT

This Agreement, made and entered into this ........ day of March, A.D., 1969, executed in sextuplicate originals (each executed copy constituting an original), by and between the City of Chicago, a Municipal Corporation, hereinafter referred to as "City"; Marriott Corporation, a Corporation of Delaware, and Seay and Thomas, Inc., a Corporation of Illinois, acting as Agent for Trust No. 26704, American National Bank and Trust Company, Chicago, Illinois.

WITNESSETH:

Whereas, it is necessary to install a water main and appurtenances thereto in E. River Road and W. Higgins Road in order to supply water to developers of O'Hare Plaza Development, and other contemplated improvements and developments in the area;

Now, Therefore, in consideration of the premises, and the deposit with the City of Chicago of the sum of $148,500.00 by Seay and Thomas, Inc., and Marriott Corporation, the City agrees to construct a twenty-four inch (24″) water main in East River Road and in West Higgins Road in accordance with the print of this improvement on file in the Office of the Commissioner of Water and Sewers, a copy of which is attached hereto and made a part hereof, subject to approval by the State of Illinois for laying part of said water main under the Kennedy Expressway at East River Road.

The deposit of $148,500.00 by Seay and Thomas, Inc., Agent, and Marriott Corporation, will cover the cost of construction by the City of the portion of the water main, approximately 1,155 feet of 24-

inch water main, in East River Road, from the north right-of-way line of the Kennedy Expressway to West Higgins Road, and approximately 1,848 feet of 24-inch water main in West Higgins Road from East River Road to a point approximately 1,788 feet East of the East line of East River Road.

The City agrees to also construct the portion of the water main approximately 1,310 feet of 24-inch water main, in East River Road from the existing 48-inch water main in West Bryn Mawr Avenue to the North right-of-way line of the Kennedy Expressway, including the encasement pipe to be placed under the paved portion of the Kennedy Expressway.

The City hereby agrees to refund to Seay and Thomas, Inc., and Marriott Corporation, said deposit in the sum of $148,500.00 in the amounts thereof that each has deposited with the City, in five (5) equal installments spread over a period of five (5) years, the first installment to be paid one (1) year after completion of all construction and installation of said water mains.

In Witness Whereof, the City of Chicago, pursuant to authority granted by its City Council, has caused this Agreement to be signed in sextuplicate originals (each executed copy constituting an original), by its Mayor, attested by its City Clerk, approved by its Commissioner of Water and Sewers, accepted by its Comptroller, its Corporate Seal hereto affixed, and approved by the Corporation Counsel; and Marriott Corporation has caused this Agreement to be signed in sextuplicate originals (each executed copy constituting an original), by a duly authorized officer of said Corporation, and its Corporate Seal hereto affixed; and Seay and Thomas, Inc., as Agent for Trust No. 26704, American National Bank and Trust Company, has caused this Agreement to be signed in sextuplicate originals (each executed copy constituting an original), by a duly authorized officer of Seay and Thomas, Inc., and its Corporate Seal hereto affixed, on the date first above written.

[Signature forms omitted]

SECTION 2. This ordinance shall be in force and effect from and after the date of its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Fifielski, Hoellen, O'Rourke, Wigoda—41.

*Nays*—None.

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### Permission Granted to Garden Homes Sanitary District to Resell City of Chicago Water to Village of Merrionette Park.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

WHEREAS, The City of Chicago and the Garden Homes Sanitary District entered into an agreement No. 26000 for a period of ten years, on the 23rd day of June A.D. 1965, for the furnishing of a supply of water to the Garden Homes Sanitary District from the City of Chicago water mains at the city limits, in W. 115th Street at S. Lawndale Avenue; said supply of water not to exceed an annual average of 80,000 gallons per day in 1965 and increasing to 120,000 gallons per day in 1974; and

WHEREAS, The corporate authorities of the Garden Homes Sanitary District have requested permission from the City of Chicago to sell water outside of its territorial limits; and

WHEREAS, The City of Chicago is willing to permit the Garden Homes Sanitary District to sell water outside of its territorial limits; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Water and Sewers be and he hereby is authorized and directed to permit the Garden Homes Sanitary District to furnish a supply of water not to exceed an annual average of 14,000 gallons per day but not to exceed a rate of 2,100 gallons per day, for a period ending June 23rd, 1975, the expiry date of this ordinance, for consumers located outside its corporate limits, in the Village of Merrionette Park on the east side of S. Central Park Avenue south of W. 117th Street, said supply of water to be obtained from five one-inch connections to the existing six-inch water main of the Garden Homes Sanitary District in S. Central Park Avenue.

The six-inch water main in S. Central Park Avenue is part of the system of mains of the Garden Homes Sanitary District connected to the City of Chicago water main at the city limits in W. 115th Street at S. Lawndale Avenue; said supply of water to be furnished to residences at 11735, 11741, 11759 and 11805 S. Central Park Avenue and the office building of the Krug Excavating Company at 11835 S. Central Park Avenue in accordance with the terms of the water supply contract No. 26000 dated June 23rd, 1965 between the City of Chicago and the Garden Homes Sanitary District.

The Garden Homes Sanitary District shall pay to the City of Chicago for water furnished to the residences at 11735, 11741, 11759 and 11805 S. Central Park Avenue and the office building of the Krug Excavating Company at 11835 S. Central Park Avenue located outside the corporate limits of the Garden Homes Sanitary District at the rate of fifty per cent (50%) higher than the metered rate per thousand cubic feet of water fixed from time to time by ordinance and charged consumers within the City of Chicago, provided, however, that said service shall terminate if and when the Village of Merrionette constructs water facilities in the vicinity and is ready to furnish water to above described premises.

SECTION 2. This ordinance shall be effective from and after the date of its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Fifielski, Hoellen, O'Rourke, Wigoda—41.

*Nays*—None.

### Authority Granted for Laying Water Mains in Certain Streets.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

*Ordered,* That the Commissioner of Water and Sewers is hereby authorized to lay water mains in the following streets:

N. East River Road from W. Bryn Mawr to W. Higgins Road—Lay 2465′ of 24″ D.I. Water Pipe at 48 Ft. WEL from 16 ft. N.C.L. of W. Bryn Mawr Av. to 10 ft. N.S.L. of W. Higgins Road.

W. Higgins Road from N. East River Road to 1788 Ft. East—Lay 1848 Ft. of 24″ D.I. Water Pipe and 10 Ft. N.S.L. of W. Higgins Rd. from 48 ft. W.E.L. N. East River Road to 1788′ E.E.L.

and charge same to Account No. 290-8270(7940) .552—Revolving Fund;

and

*Be It Further Ordered,* That the Commissioner of Water and Sewers is hereby authorized to lay water mains in the following streets:

In W. 104th Street from S. Millard Avenue to S. Central Park Avenue—8″, at an estimated cost of $7,172.54

and charge same to Account 290-8270(7940).553—Circulation;

and

*Be It Further Ordered,* That the Commissioner of Water and Sewers is hereby authorized to lay water mains in the following streets:

In W. 106th Street from 133′ E.E.L. to 23′ E.W.L. S. Springfield Avenue at an estimated cost of $4,582.51

and charge same to Account 290-8270(7940).553—Circulation;

and

*Be It Further Ordered,* That the Commissioner of Water and Sewers is hereby authorized to lay water mains in the following streets:

In W. 105th Street (23′ SNL) from 137′ EEL S. Hamlin Avenue to 23′ EWL S. Hamlin Avenue, at an estimated cost of $4,483.32

and charge same to Account 290-8270(7940).553—Circulation.

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Fifielski, Hoellen, O'Rourke, Wigoda—41.

*Nays*—None.

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### Authority Granted for Payments for Hospital, Medical and Nursing Services Rendered Certain Injured Members of Fire and Police Depts.

The Committee on Finance submitted a report recommending that the City Council pass a proposed order transmitted therewith, to authorize payments for hospital, medical and nursing services rendered certain injured members of the Fire and Police Departments.

On motion of Alderman Keane the said proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Fifielski, Hoellen, O'Rourke, Wigoda—41.

*Nays*—None.

The following is said order as passed:

*Ordered,* That the City Comptroller is authorized and directed to issue vouchers, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Fire and the Police Departments, herein named, provided such members of the Fire and the Police Departments shall enter into an agreement in writing with the City of Chicago to the effect that, should it appear that any of said members of the Fire or the Police Department have received any sum of money from the party whose negligence caused such injury, or have instituted proceedings against such party for the recovery of damage on account of such injury or medical expense, then in that event the City shall be reimbursed by such member of the Fire or the Police Department out of any sum that such member of the Fire or the Police Department has received or may hereafter receive from such third party on account of such injury or medical expense, not to exceed the amount that the City may, or shall, have paid on account of such medical expense, in accordance with Opinion No. 1422 of the Corporation Counsel of said City, dated March 19, 1926. The payment of any of these bills shall not be construed as an approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of such claims, as allowed, is set opposite the names of the injured members of the Fire and the Police Departments, and vouchers are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937:

| | |
|---|---|
| Thomas M. Delaney, 183423, District 10; injured May 27, 1968 | $ 65.00 |
| Arthur T. Olsen, 620683, District 14; injured November 20, 1967 | 25.00 |
| Ralph A. Rubschlager, 704955, District 13; injured November 6, 1968 | 46.00 |
| James P. Sweeney, 793799, Task Force; injured May 13, 1968 | 27,388.55 |
| Lawrence C. Arronis, 018002, Task Force; injured January 20, 1969 | 96.25 |
| Gary E. Bazarek, 034707, District 11; injured November 15, 1968 | 20.00 |
| William F. Beck, 035660, Traffic Division; injured November 14, 1968 | 55.50 |
| Anthony A. Benard, 039767, Traffic Division; injured December 24, 1968 | 55.00 |
| Robert W. Bickle, 047472, District 17; injured November 22, 1968 | 43.00 |
| William N. Boyle, 066562, District 19; injured January 21, 1969 | 65.00 |
| Alfred F. Broderson, 075325, Detective Division; injured January 24, 1969 | 30.46 |
| Julius Bronstein, 076222, Traffic Division; injured January 20, 1969 | 27.00 |

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|---|---|
| Arthur H. Brown, 077652, District 12; injured December 24, 1968 | $ 32.00 |
| William S. Busse, 093244, District 14; injured December 15, 1968 | 35.00 |
| Edward B. Clancy, 126395, District 1; injured November 4, 1968 | 462.50 |
| Hosie L. Clemons, 129955, District 4; injured January 13, 1969 | 76.00 |
| Arthur C. Compton, 138216, District 6; injured February 2, 1969 | 69.00 |
| Kenneth G. Dixon, 193820, District 13; injured February 2, 1969 | 69.00 |
| Carl D. Dorsey, 200738, District 6; injured November 30, 1968 | 17.00 |
| Francis D. Evanish, 227194, Detective Division; injured November 4, 1968 | 39.00 |
| Edward W. Fineran, 249584, District 21; injured January 15, 1969 | 17.00 |
| Jeremiah E. Fitzgerald, 242972, Traffic Division; injured June 2, 1968 | 47.50 |
| John Fleming 247307, District 20; injured December 11, 1968 | 12.00 |
| Samuel J. Fragala, 256508, District 8; injured January 10, 1969 | 67.00 |
| Edward S. Franklin, 258002, District 11; injured October 20, 1968 | 80.00 |
| Ervin F. Gall, Lieutenant, Engine Co. 93; injured July 20, 1967 | 20.00 |
| Vincent J. Gavin, 273780, District 12; injured December 19, 1967 | 11.00 |
| Ralph D. Gentile, 276575, Traffic Division; injured November 24, 1968 | 6.00 |
| William M. Gilhooly, 281083, District 6; injured May 11, 1968 | 43.45 |
| George A. Graham, 296171, Task Force; injured May 11, 1968 | 27.00 |
| Anthony W. Katalinic, 402474, District 4; injured December 27, 1968 | 100.75 |
| Patrick J. Kelly, 410530, District 18; injured November 19, 1968 | 155.75 |
| Mark H. Kipnis, 421784, District 20; injured September 9, 1968 | 11.50 |
| Terrence J. Knox, 427759, District 5; injured January 5, 1969 | 88.00 |
| Harold R. Kurowski, 444504, District 14; injured October 23, 1968 | 244.00 |
| William Lamphier, Firefighter, Engine Co. 38; injured August 16, 1968 | 117.80 |
| Edmund J. Mack, Firefighter, Engine Co. 99; injured August 16, 1968 | 271.50 |
| James H. Malcotte, 493598, Traffic Division; injured August 22, 1968 | 484.50 |
| Patrick Mangan, 496984, District 18; injured November 19, 1968 | 85.25 |
| Anthony Mark, 501586, District 11; injured January 5, 1969 | 52.50 |
| Paul P. Marolis, 502895, District 18; injured August 9, 1968 | 70.50 |
| James P. Marren, 503280, District 10; injured October 12, 1968 | 30.00 |
| Ronald C. McAuley, 515223, District 21; injured January 10, 1969 | 13.50 |
| Donald R. McCoy, 521656, Task Force; injured December 15, 1968 | 37.50 |
| James D. McEnroe, 526257, District 6; injured November 7, 1968 | 49.10 |
| Edward L. Meany, 542909, District 2; injured December 1, 1968 | 55.00 |
| Robert F. Miller, 555151, Detective Division; injured January 3, 1969 | $ 40.00 |
| Francis M. Molloy, 561039, Traffic Division; injured November 22, 1968 | 21.00 |
| John R. Moriarity, 567946, District 2; injured January 6, 1969 | 12.50 |
| William K. Morrin, 568859, Bureau of Inspectional Services; injured August 27, 1968 | 107.00 |
| James Morris, 569048, Traffic Division; injured December 26, 1968 | 10.50 |
| Richard D. Olle, 620517, District 20; injured January 6, 1969 | 49.00 |
| Vito M. Partipilo, 633121, District 13; injured October 25, 1968 | 24.00 |
| Thomas J. Rowan, 703586, District 3; injured January 21, 1969 | 12.50 |
| John W. Saunders, 719463, District 6; injured January 19, 1969 | 25.00 |
| Gerald W. Shannon, 740186, District 3; injured January 18, 1969 | 16.50 |
| Houston Shelton, 744073, District 21; injured January 4, 1969 | 12.50 |
| Robert Shotwell, 746982, District 14; injured December 15, 1968 | 35.00 |
| Willie Sims, 751341, District 21; injured January 4, 1969 | 12.50 |
| Phillip W. Styles, 786899, District 5; injured December 29, 1968 | 12.00 |
| Joseph R. Terry, 803965, Task Force; injured January 19, 1969 | 10.30 |
| Thomas B. Thompson, 808589, District 7; injured November 28, 1968 | 10.00 |
| Lawrence J. Tobuch, 812095, Detective Division; injured July 27, 1968 | 6.00 |
| Joseph N. Todaro, 812130, District 13; injured September 4, 1968 | 40.00 |
| Joseph Valentino, 828138, District 11; injured November 22, 1968 | 43.00 |
| William M. Warshauer, 848583, District 20; injured October 22, 1968 | 244.50 |
| Walter F. Young, 886773, District 19; injured January 27, 1969 | 25.00 |
| William Zaloschan, 888322, District 14; injured January 15, 1969 | 34.00 |
| Norbert Zawislak, 889663, Task Force; injured October 13, 1968 | 1,822.05; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to issue vouchers, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Fire and the Police Departments herein named. The payment of any of these bills shall not be construed as an approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of said claims is set opposite the names of the injured members of the Fire and the Police Departments, and vouchers are to be drawn in favor of the proper claimants and charged to Account No. 100.0112.937:

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|---|---|
| Raymond T. Adams, 002415, District 15; injured January 16, 1969 | $ 45.00 |
| John A. Anderson, 012569, Bureau of Inspectional Services; injured January 10, 1969 | 5.00 |

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|---|---|
| Thomas Michael Angelo, 014518, District 16; injured August 30, 1968 | $ 25.00 |
| Sam Baresvich, 030590, Task Force; injured December 2, 1968 | 28.00 |
| Frank J. Boehm, 056879, Traffic Division; injured July 3, 1968 | 576.95 |
| Claude M. Bowden, 064032, District 10; injured August 18, 1968 | 30.00 |
| William D. Bresingham, 072395, District 2; injured June 13, 1968 | 34.00 |
| William R. Burwell, 092535, Traffic Division; injured November 3, 1968 | 36.00 |
| James W. Craig, 154445, Detective Division; injured August 9, 1967 | 27.00 |
| David Czubak, 165842, Task Force; injured November 15, 1968 | 10.00 |
| Bretland L. Davies, 172132, District 12; injured October 26, 1968 | 9.00 |
| Timothy J. Dunmore, 211266, Bureau of Inspectional Services; injured November 8, 1968 | 59.95 |
| John F. Felkner, 235508, District 3; injured November 5, 1968 | 12.00 |
| Robert C. Geib, 275425, District 20; injured September 24, 1968 | 5.85 |
| Eugene P. Gutowski, 310937, District 15; injured June 12, 1968 | 50.00 |
| Michael J. Haran, 320459, District 15; injured October 10, 1967 | 22.00 |
| Richard Hujar, 363158, District 15; injured August 21, 1967 | 114.00 |
| Hugh M. Herathy, 340009, District 17; injured September 20, 1968 | 84.00 |
| Maurice L. Hill, 345862, District 18; injured November 2, 1968 | 6.00 |
| Jeriel K. Howard, 358938, Detective Division; injured July 28, 1968 | 42.00 |
| John C. Hubbard, 360801, District 5; injured November 14, 1968 | 64.00 |
| Leroy W. Jacoby, 374279, District 10; injured April 4, 1967 | 10.00 |
| William J. Kelly, 411376, District 9; injured November 8, 1968 | 28.50 |
| Elmer G. Koester, 429134, District 11; injured July 28, 1968 | 75.00 |
| Daniel J. Krzak, 441324, District 21; injured January 3, 1969 | 14.50 |
| Thomas M. Lazar, 457825, District 18; injured January 5, 1968 | 5.00 |
| Ronald G. Lillwitz, 469729, District 7; injured June 5, 1968 | 30.23 |
| Nicholas J. McNamara, 539672, District 15; injured November 22, 1966 | 10.00 |
| Barry J. Miller, 553161, District 15; injured December 12, 1968 | 15.00 |
| William A. Moser, 570607, District 12; injured July 1, 1968 | 35.00 |
| Richard F. Poppish, 656742, District 9; injured September 8, 1967 | 30.00 |
| James Ross, 701017, District 15; injured May 31, 1968 | 12.90 |
| Glen E. Shurtleff, 747457, District 18; injured October 12, 1968 | 10.00 |
| Edward L. Simanek, 749593, Task Force; injured June 4, 1968 | 24.20 |
| Charles E. Spearman, 769429, District 15; injured February 5, 1967 | 19.00 |
| Frederick J. Stone, 782816, Police Training Division; injured November 14, 1967 | $ 5.00 |
| Theodore G. Van Gerrewey, 829072, Task Force; injured April 24, 1968 | 35.00 |
| Joseph J. Wagner, 838218, District 10; injured July 31, 1968 | 4.00 |
| John B. White, 861418, Detached Services Section; injured January 16, 1967 | 5.50 |
| Kenneth J. Wilcox, 864485, District 15; injured May 19, 1968 | 55.00 |
| Robert W. Wojtkiewicz, 878071, District 14; injured November 17, 1964 | 27.50 |
| James F. Wright, 882268, District 14; injured January 7, 1969 | 10.00 |
| Carole P. Allen, 007768, Youth Division; injured February 5, 1969 | 47.50 |
| Edward J. Anderson, 011983, Detective Division; injured March 27, 1968 | 10.00 |
| Edmund L. Angle, 019205, District 12; injured July 28, 1968 | 10.00 |
| Robert H. Baietto, 022103, District 14; injured January 28, 1969 | 20.00 |
| James Baldwin, 024127, District 12; injured February 22, 1968 | 10.00 |
| Ronald James Barnett, 028278, District 3; injured February 5, 1969 | 21.50 |
| George Barzydlo, 031981, Bureau of Inspectional Services; injured January 20, 1969 | 10.00 |
| Edward H. Beyer, 046966, District 13; injured October 23, 1968 | 328.00 |
| William Bickel, 047495, District 17; injured December 26, 1968 | 23.00 |
| Cornelius V. Black, 051336, District 3; injured January 7, 1969 | 15.00 |
| John H. Booker, 060990, Task Force; injured January 29, 1969 | 10.00 |
| James E. Boyle, 066148, District 18; injured January 2, 1969 | 31.50 |
| James M. Brady, 068135, District 7; injured August 11, 1968 | 15.00 |
| Thomas Patrick Brennan, 072050, District 13; injured January 4, 1969 | 42.00 |
| Peter Bressanelli, 072795, Traffic Division; injured November 24, 1968 | 24.00 |
| Leonard E. Broniarczyk, 076061, Central Services Division; injured September 16, 1968 | 21.50 |
| John Francis Bronke, 076095, District 7; injured January 9, 1969 | 30.00 |
| Henry E. Brown, 078959, District 7; injured November 15, 1968 | 12.50 |
| Rudolph E. Burks, 090124, Traffic Division; injured December 4, 1968 | 15.00 |
| Edward F. Burns, 090689, Automotive Maintenance Division; injured December 23, 1968 | 30.00 |
| Michael J. Buti, 093454, District 18; injured October 18, 1968 | 24.00 |
| Anthony J. Caruso, Jr., 111845, District 3; injured February 5, 1969 | 16.50 |
| Steven Casteneda, 144542, District 7; injured January 19, 1969 | 70.00 |
| Charles E. Cole, 133308, Traffic Division; injured December 26, 1968 | 37.50 |
| Patrick J. Conlon, 139909, Detective Division; injured September 16, 1968 | 107.00 |

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|---|---|
| James J. Creighton, 155664, District 5; injured December 1, 1968 | $ 14.00 |
| James F. Crowell, 158217, Youth Division; January 3, 1969 | 13.50 |
| Stanley P. Cwick, 164749, District 17; injured August 12, 1968 | 35.00 |
| Harvey E. Keefner, 405808, Task Force; injured December 28, 1968 | 16.50 |
| Donald C. Kliner, 425350, District 9; injured January 3, 1969 | 13.50 |
| Jerome J. Kobialko, 427996, District 21; injured January 3, 1969 | 12.25 |
| Thomas W. Manaher, 496319, District 13; injured October 30, 1968 | 28.00 |
| Robert F. Mette, 547710, Task Force; injured October 6, 1968 | 18.00 |
| Raymond R. Ramicone, 672968, District 11; injured December 15, 1968 | 33.75 |
| Lawrence J. Schreiner, 729019, District 13; injured October 29, 1968 | 26.10 |
| Edward L. Shipley, 746481, District 18; injured December 21, 1968 | 10.00 |
| Lester J. Smith, 760920, District 7; injured October 30, 1968 | 13.00 |
| Anthony Steward, 780135, Task Force; injured December 12, 1968 | 13.00 |
| John R. Thompson, 808093, District 18; injured October 19, 1968 | 41.50 |
| Anthony L. Agnoli, 004059, District 20; injured November 18, 1968 | 43.00 |
| Carole P. Allen, 007768, Youth Division; injured January 28, 1969 | 28.50 |
| Willie L. Anderson, 013640, District 7; injured January 11, 1969 | 20.00 |
| Kevin P. Baldwin, 024167, District 15; injured February 1, 1969 | 7.00 |
| Kevin P. Baldwin, 024167, District 15; injured February 9, 1969 | 6.00 |
| Edmund J. Beazley, 035503, Task Force; injured December 4, 1968 | 10.00 |
| Harry A. Belluomini, 039399, District 18; injured October 28, 1968 | 25.00 |
| Dennis G. Bialk, 047142, District 17; injured December 27, 1968 | 23.00 |
| Leonard J. Biszewski, 050991, District 10; injured November 23, 1968 | 13.00 |
| Stuart K. Bradshaw, 067804, District 21; injured November 12, 1968 | 27.50 |
| Richard J. Braithwaite, 068482, Youth Division; injured December 20, 1968 | 16.00 |
| Alfred T. Brancher, 068816, Traffic Division; injured February 1, 1969 | 35.00 |
| William Brannigan, 069293, District 19; injured December 16, 1968 | 11.50 |
| Gilbert Broderick, 075106, Task Force; injured July 20, 1968 | 37.00 |
| Roscoe S. Bronaugh, 075923, District 2; injured November 27, 1968 | 10.00 |
| Charles E. Burns, 090539, District 4; injured January 12, 1969 | 17.50 |
| Howard P. Butvill, 094656, Task Force; injured December 9, 1968 | 11.00 |
| Salvatore D. Cardinale, 105629, District 21; injured December 9, 1968 | 10.00 |
| George T. Caruso, 111862, District 20; injured December 10, 1968 | 13.00 |
| Richard W. Chenow, 120435, District 9; injured February 9, 1969 | 5.35 |
| John J. Ciszewski, 126005, District 12; injured May 2, 1968 | $ 5.00 |
| Gary Cohen, 132571, District 20; injured December 16, 1968 | 65.00 |
| Fernando Correa, 148776, District 19; injured January 21, 1969 | 30.00 |
| Julian Daggett, 116704, District 11; injured December 4, 1968 | 21.00 |
| James P. Dalton, 167704, District 7; injured February 10, 1969 | 30.00 |
| George Daly, 168118, District 19; injured December 3, 1968 | 23.00 |
| Nick R. D'Andrea, 169619, District 11; injured July 6, 1968 | 30.00 |
| William Danihel, 170269, Automotive Maintenance Division; injured January 28, 1969 | 70.00 |
| James J. Davern, 171741, Task Force; injured July 30, 1968 | 5.00 |
| Torrence C. Davies, 172190, Tack Force; injured November 5, 1968 | 11.50 |
| Floyd Davis, 172730, District 21; injured October 13, 1968 | 9.00 |
| Dominic R. DeLeo, 177215, District 12; injured August 28, 1968 | 5.00 |
| Roy C. Depere, 184822, District 5; injured January 3, 1969 | 33.50 |
| Edwin W. Desmond, Jr., 185852, District 1; injured November 23, 1968 | 49.50 |
| Joseph T. Dier, 189941, District 11; injured January 19, 1969 | 23.00 |
| John E. Doherty, 194042, Task Force; injured July 8, 1968 | 30.00 |
| Peter T. Donlan, 196892, District 11; injured January 15, 1969 | 22.50 |
| Dennis M. Dragon, 204608, District 13; injured September 26, 1968 | 36.75 |
| James W. Drewganis, 205522, Traffic Division; injured January 7, 1969 | 56.50 |
| Donald P. Duffy, 208375, District 21; injured December 12, 1968 | 14.00 |
| Edward T. Duffy, 208496, District 13; injured October 30, 1968 | 13.00 |
| Richard P. Duggan, 209697, Task Force; injured December 8, 1968 | 10.00 |
| Joseph Dunn, 211584, Task Force; injured August 4, 1968 | 13.00 |
| Joseph F. Dunn, 211584, Task Force; injured December 4, 1968 | 10.00 |
| Louis J. Dyckman, 215103, District 7; injured February 5, 1968 | 34.00 |
| Patrick J. Egan, 219190, District 1; injured December 6, 1968 | 14.50 |
| Joseph J. Eisa, 220398, District 18; injured January 30, 1969 | 46.75 |
| Robert F. Enwell, 224089, District 14; injured August 11, 1968 | 12.00 |
| John Eshoo, 225553, District 18; injured February 2, 1969 | 16.00 |
| Dennis G. Farina, 232099, District 20; injured February 15, 1969 | 13.00 |
| Dale P. Finstrom, 240735, Task Force; injured May 13, 1968 | 5.00 |
| Michael L. Fitzgerald, 243458, Detective Division; injured December 14, 1968 | 47.00 |
| John J. Fleming, 247307, District 20; injured December 26, 1968 | 27.00 |
| John P. Fleming, 247377, District 20; injured January 17, 1969 | 5.00 |

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|---|---|
| Jerome Galfano, 265455, Traffic Division; injured February 10, 1969 | $ 15.00 |
| Susano Garcia, 269080, District 11; injured January 24, 1969 | 15.00 |
| Jack J. Gariota, 269790, Traffic Division; injured September 19, 1968 | 11.00 |
| Joseph E. Garrity, 270940, District 7; injured January 30, 1969 | 23.50 |
| Bruno P. Gobbo, 287295, District 15; injured January 19, 1969 | 20.00 |
| Thomas H. Goddard, 387396, Task Force; injured February 9, 1969 | 11.50 |
| Frank Golonka, 290383, Task Force; injured November 22, 1968 | 11.00 |
| Stanley A. Gorniak, 293728, District 7; injured February 12, 1969 | 18.25 |
| Philip G. Granger, 297191, Police Training Division; injured November 6, 1968 | 27.50 |
| Anthony R. Grasziso, 299309, District 18; injured January 20, 1969 | 16.00 |
| Philip G. Greco, 299598, District 14; injured January 13, 1969 | 10.00 |
| Daniel Greene, 301280, District 5; injured January 30, 1969 | 11.50 |
| Ebert G. Greenwood, 301823, District 12; injured December 1, 1968 | 10.00 |
| Ignatius K. Grimaldi, 305286, District 12; injured January 23, 1968 | 6.00 |
| James E. Grimm, 305440, District 14; injured January 31, 1969 | 24.00 |
| Frank E. Guerra, 308729, Bureau of Inspectional Services; injured January 10, 1969 | 15.00 |
| Frank E. Guerra, 308729, Bureau of Inspectional Services; injured December 3, 1968 | 45.00 |
| Roy E. Gulbrandsen, 309394, District 21; injured January 3, 1969 | 13.50 |
| Leon C. Blair, 052336, District 11; injured January 7, 1968 | 158.50 |
| Theodore R. Boots, 061456, District 7; injured November 20, 1968 | 25.00 |
| James T. Boylan, 065849, District 8; injured January 12, 1969 | 154.15 |
| John F. Brimer, 074175, District 13; injured September 25, 1968 | 37.00 |
| Michael P. Cafferata, 097290, District 17; injured August 13, 1968 | 37.00 |
| Victor A. Calzaretta, 100722, District 11; injured October 12, 1968 | 37.50 |
| Carlo M. Cangelosi, 102580, Bureau of Inspectional Services; injured January 26, 1969 | 50.00 |
| Donald J. Carroll, 109595, District 9; injured December 28, 1968 | 44.50 |
| Marshall Victor Christopher, 123294, District 13; injured December 28, 1968 | 17.00 |
| Dennis C. Clegg, 129684, District 19; injured July 10, 1968 | 20.00 |
| Gerald T. Cushing, 164082, District 6; injured August 29, 1968 | 12.50 |
| Robert E. Flynn, 250226, District 10; injured November 2, 1968 | 10.00 |
| Albert Frigo, 261358, District 19; injured December 16, 1968 | 63.00 |
| George J. Halko, 314228, District 21; injured December 20, 1968 | 13.50 |
| William C. Harris, 325352, District 7; injured September 6, 1968 | 10.00 |

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|---|---|
| Raymond Lee Hutton, 366350, District 7; injured January 2, 1969 | $ 23.00 |
| John S. Janda, 376308, District 11; injured December 27, 1968 | 11.00 |
| Richard A. Jones, 390693, District 18; injured October 14, 1968 | 16.00 |
| Joseph L. Johnson, 385343, Police Training Division; injured January 9, 1969 | 25.00 |
| Orson R. Kallenback, 379049, Traffic Division; injured January 28, 1969 | 30.50 |
| Richard H. Keaty, 405543, District 15; injured January 12, 1969 | 39.00 |
| Tommy M. Kelley, 407882, District 18; injured February 20, 1969 | 32.50 |
| Lawrence E. Kelly, 410125, District 4; injured January 12, 1969 | 17.50 |
| Charles R. Kisch, 422487, District 12; injured November 6, 1968 | 6.00 |
| David L. Kruk, 440560, Police Training Division; injured January 17, 1969 | 27.00 |
| John H. Lackowitz, 448347, District 13; injured January 30, 1969 | 19.00 |
| Robert E. Lamb, 450133, District 7; injured November 7, 1968 | 13.00 |
| Anthony Laurian, 455791, District 12; injured August 8, 1968 | 11.00 |
| James J. Lipinski, 471358, Task Force; injured February 13, 1969 | 20.00 |
| Joseph F. Logue, 475042, Police Training Division; injured January 16, 1969 | 25.00 |
| Anthony S. Mannina, 498052, District 12; injured September 9, 1968 | 6.00 |
| Dennis L. Mazzorana, 514410, District 5; injured December 14, 1968 | 14.00 |
| Lawrence L. Monegain, 526256, Task Force; injured September 8, 1968 | 10.00 |
| Edward Moragne, 565570, District 7; injured January 16, 1969 | 40.00 |
| Andrew A. Morici, 568266, District 18; injured December 3, 1968 | 60.00 |
| Mathias Moser, 570595, District 3; injured January 6, 1969 | 17.50 |
| John J. Mulvey, 576058, District 2; injured December 7, 1968 | 52.00 |
| John J. Mulvey, 576058, District 2; injured January 15, 1969 | 21.70 |
| Emil W. Nelson, 589720, District 17; injured December 12, 1968 | 25.00 |
| William E. Smith, 762943, District 5; injured June 23, 1968 | 12.50 |
| George A. Tindle, 810962, District 13; injured October 30, 1968 | 21.00 |
| Robert W. White, 861810, District 2; injured January 10, 1969 | 12.50 |
| Ronald C. Smith, 762085, District 3; injured January 17, 1969 | 15.00 |
| Fred A. Winchar, 873780, District 17; injured January 20, 1969 | 67.90 |
| Theodore J. Wiszowaty, 876075, District 1; injured January 20, 1969 | 21.00 |
| James J. Zimmerman, 892970, District 19; injured January 21, 1969 | 46.00 |
| Vincent S. Zywiciel, 895643, District 18; injured December 3, 1968 | 35.00 |
| Edward Markmann, Captain, Engine Co. 75; injured July 22, 1968 | 120.00 |
| Robert McShane, Firefighter, Engine Co. 14; injured June 7, 1952 | 29.35 |

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| John T. Milott, Firefighter, Hook and Ladder Co. 57; injured August 31, 1968 $ | 10.00 |
| Charles Murphy, Jr., Firefighter, Engine Co. 59; injured August 23, 1967 | 5.00 |
| John Sealy, Firefighter, Hook and Ladder Co. 42; injured September 18, 1967 | 10.00 |
| George Seef, Firefighter, Hook and Ladder Co. 50; injured August 1, 1968 | 7.00 |
| Lawrence L. Stewart, Firefighter, Engine Co. 44; injured March 31, 1968 | 25.00 |
| Albin F. Anderson, Firefighter, Engine Co. 30; injured January 1, 1969 | 18.50 |
| John Bangs, Firefighter, Hook and Ladder Co. 34; injured November 24, 1968 | 18.00 |
| John J. Barry, Lieutenant, Hook and Ladder Co. 30; injured August 25, 1968 | 12.00 |
| John J. Barry, Lieutenant, Hook and Ladder Co. 34; injured October 6, 1968 | 22.00 |
| William Bielawski, Firefighter, Hook and Ladder Co. 37; injured July 14, 1968 | 24.00 |
| Richard D. Bruno, Firefighter, Hook and Ladder Co. 34; injured November 24, 1968 | 18.00 |
| Louis J. Cella, Engineer, Engine Co. 30; injured December 31, 1968 | 20.00 |
| Frank E. Connors, Jr., Firefighter, Snorkel Squad 2; injured July 29, 1968 | 57.75 |
| John J. Cook, Firefighter, Engine Co. 51; injured September 7, 1968 | 25.00 |
| Martin Curley, Firefighter, Engine Co. 50; injured December 14, 1968 | 13.50 |
| Brendan J. Dillon, Firefighter, Squad 3; injured April 17, 1968 | 10.00 |
| William Duke, Firefighter, Engine Co. 91; injured September 7, 1968 | 25.00 |
| Luke F. Dwyer, Firefighter, Engine Co. 57; injured December 31, 1968 | 11.00 |
| Alphonse Falardeau, Battalion Chief, Battalion 4; injured December 31, 1968 | 11.00 |
| William P. Frain, Firefighter, Engine Co. 19; injured October 28, 1968 | 25.00 |
| Clinton Fraley, Firefighter, Hook and Ladder Co. 27; injured December 5, 1968 | 12.00 |
| Biagio Gariti, Captain, Squad 6; injured January 1, 1969 | 57.25 |
| Donald Goeppner, Firefighter, Engine Co. 61; injured October 11, 1968 | 16.50 |
| Raymond Greenhill, Firefighter, Hook and Ladder Co. 16; injured October 27, 1968 | 6.00 |
| John R. Halabrin, Firefighter, Hook and Ladder Co. 57; injured October 24, 1968 | 19.50 |
| John P. Herrity, Firefighter, Engine Co. 124; injured September 21, 1968 | 15.60 |
| John Hoffman, Firefighter, Hook and Ladder Co. 7; injured December 29, 1968 | 13.00 |
| Joseph Horkavy, Firefighter, Hook and Ladder Co. 7; injured November 11, 1968 | 10.00 |
| John M. Houlihan, Firefighter, Engine Co. 54; injured August 26, 1968 | 19.50 |
| Stanley F. Janusz, Firefighter, Hook and Ladder Co. 53; injured November 28, 1968 | 16.00 |
| Lester Johnson, Firefighter, Hook and Ladder Co. 50; injured January 1, 1969 | 78.70 |
| Peter Kieffer, Firefighter, Engine Co. 54; injured January 16, 1968 $ | 10.00 |
| Norman Konieczki, Firefighter, Engine Co. 57; injured November 11, 1968 | 33.00 |
| Walter B. Leamon, Firefighter, Salvage Squad 5; injured November 8, 1968 | 11.50 |
| Louis Limper, Firefighter, Engine Co. 124; injured October 2, 1968 | 50.15 |
| Lawrence W. Mahler, Firefighter, Engine Co. 83; injured October 9, 1968 | 128.05 |
| Lawrence W. Mahler, Firefighter, Engine Co. 83; injured November 19, 1968 | 50.00 |
| Leland Malloy, Firefighter, Engine Co. 5; injured December 13, 1968 | 11.00 |
| Theodore Matthies, Engineer, Engine Co. 23; injured June 24, 1968 | 52.00 |
| Thomas D. McCarthy, Firefighter, Engine Co. 82; injured November 24, 1968 | 33.00 |
| Frank McGushin, Firefighter, Engine Co. 25; injured December 31, 1968 | 26.00 |
| Thomas McKiernan, Lieutenant, Engine Co. 57; injured December 31, 1968 | 11.00 |
| Lawrence McMahon, Lieutenant, Hook and Ladder Co. 31; injured November 23, 1968 | 10.00 |
| Joseph M. Foy, Firefighter, Hook and Ladder Co. 19; injured December 31, 1968 | 11.00 |
| James J. Gaul, Firefighter, Engine Co. 51; injured December 14, 1968 | 15.50 |
| Lannis McAlpin, Firefighter, Engine Co. 82; injured December 23, 1968 | 47.00 |
| Chester Monok, Firefighter, Engine Co. 72; injured November 24, 1968 | 62.50 |
| Thomas Morrison, Firefighter, Engine Co. 120; injured August 27, 1968 | 55.20 |
| Timothy E. Mulcahy, Firefighter, Salvage Squad 2; injured November 11, 1968 | 57.95 |
| Richard M. Murphy, Firefighter, Engine Co. 103; injured December 3, 1968 | 82.95 |
| Errol O'Brien, Firefighter, Snorkel Squad 1; injured February 20, 1968 | 10.00 |
| Francis O'Brien, Firefighter, Engine Co. 1; injured October 20, 1968 | 314.55 |
| John F. O'Brien, Firefighter, Hook and Ladder Co. 15; injured November 23, 1968 | 6.00 |
| Thomas P. O'Connell, Firefighter, Engine Co. 129; injured December 23, 1968 | 67.00 |
| Thor E. Pedersen, Firefighter, Engine Co. 79; injured December 18, 1968 | 15.50 |
| George Pekarek, Firefighter, Engine Co. 42; injured December 31, 1968 | 10.00 |
| William E. Peplinski, Firefighter, Engine Co. 44; injured August 29, 1968 | 4.00 |
| John S. Ponce, Firefighter, Engine Co. 63; injured November 24, 1968 | 62.50 |
| John J. Powers, Firefighter, Hook and Ladder Co. 46; injured September 23, 1968 | 60.00 |
| John J. Power, Firefighter, Hook and Ladder Co. 8; injured November 21, 1968 | 35.00 |
| Donald O. Quinn, Firefighter, Salvage Squad 4; injured December 3, 1968 | 57.50 |
| Edward R. Rabe, Firefighter, Hook and Ladder Co. 14; injured April 3, 1968 | 485.00 |
| Robert Rasmussen, Firefighter, Snorkel Squad 3; injured December 31, 1968 | 27.00 |

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| Raymond Rickert, Lieutenant, Hook and Ladder Co. 35; injured September 20, 1967 | $ 20.00 |
| Earle Runhke, Firefighter, Engine Co. 78; injured February 1, 1969 | 42.00 |
| Donald Salzman, Firefighter, Engine Co. 82; injured November 24, 1968 | 25.00 |
| John F. Sampey, Firefighter, Engine Co. 86; injured December 16, 1968 | 322.00 |
| Richard Schreiner, Firefighter, Hook and Ladder Co. 48; injured June 24, 1968 | 16.00 |
| Walter Schuberth, Lieutenant, Engine Co. 44; injured November 2, 1968 | 21.00 |
| Alfred Selvig, Firefighter, Engine Co. 55; injured November 8, 1968 | 20.50 |
| William M. Sheridan, Firefighter, Hook and Ladder Co. 10; injured December 21, 1968 | 10.00 |
| James M. Smith, Captain, Engine Co. 43; injured December 31, 1968 | 13.00 |
| Ciro Spano, Firefighter, Engine Co. 85; injured November 17, 1968 | 128.25 |
| James T. Stack, Firefighter, Engine Co. 32; injured January 10, 1969 | 195.80 |
| Fred L. Stevens, Battalion Chief, Battalion 18; injured September 25, 1968 | 21.00 |
| Harold Strus, Firefighter, Engine Co. 100; injured November 24, 1968 | 43.50 |
| John Sublette, Firefighter, Hook and Ladder Co. 42; injured November 24, 1968 | 36.50 |
| Edward Tarpinian, Firefighter, Engine Co. 108; injured October 24, 1968 | 13.50 |
| John P. Thill, Lieutenant, Engine Co. 106; injured January 1, 1969 | 13.00 |
| Richard Tiggelaar, Firefighter, Engine Co. 93; injured June 11, 1968 | 12.00 |
| John Toth, Firefighter, Engine Co. 47; injured November 24, 1968 | 18.00 |
| Alfred J. Wagner, Captain, Engine Co. 82; injured July 6, 1968 | 15.00 |
| Raymond E. Walsh, Captain, Division 4; injured July 28, 1968 | 55.00 |
| Robert D. Walsh, Firefighter, Hook and Ladder Co. 52; injured January 2, 1969 | 16.50 |
| John L. Waters, Firefighter, Engine Co. 46; injured December 31, 1968 | 18.00. |

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## Authority Granted for Payments of Miscellaneous Refunds, Compensation for Property Damage, Etc.

The Committee on Finance submitted a report recommending that the City Council pass a proposed order transmitted therewith, to authorize the payment of miscellaneous claims.

On motion of Alderman Keane the said proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Fifielski, Hoellen, O'Rourke, Wigoda—41.

*Nays*—None.

The following is said order as passed:

*Ordered,* That the Comptroller is authorized and directed, in consideration of the respective reports from the Department of Streets and Sanitation, Bureau of Sanitation, to pay to the following-named persons the respective amounts set opposite their names, same to be in full settlement of their claims for damage to vehicles and/or property on the dates and at the locations named, and to charge the same to Account No. 100.9112.934:

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Nichoai C. Kovalenko c/o Richman & Richman Ins., 4957 W. Diversey Av. | 1-7-69—W. Dickens St. | $195.00 |
| Martin V. Chicco, 5044 W. Dakin St. | 12-27-68—Oketo Av. South of Northwest Highway | 35.00 |
| Roman Dobrowiolsky, 2315 W. Rice St. | 7-2-68—2315 W. Rice St. | 50.00; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named persons the respective amounts set opposite their names, said being refunds for Dog Licenses as indicated, and to charge the same to Account No. 100.9112.934:

| *Name and Address* | *License No.* | *Amount* |
|---|---|---|
| Pauline Wierzechowski, 8244 S. Perry Av. | 59164 | $2.00 |
| Albert Wallen, 1212 W. Roscoe St. | 65727 | 2.00 |
| Robert C. Smith, 2037 W. Pierce Av., Apt 5 | 65819 | 2.00 |
| Patricia Smolen, 1636 W. Jarvis Av. | 65475 | 2.00 |
| Joseph L. Fitzgerald, 7534 S. Hamilton Av. | 66276 | 2.00; |

and

*Be It Further Ordered,* That the Comptroller is authorized and directed, in consideration of the respective reports from the Police Department, to pay to the following-named persons the respective amounts set opposite their names, same to be in full settlement of their claims for damage to vehicles on the dates and at the locations named, and to charge the same to Account No. 100.9112.934:

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Jeffrey I. Berkowitz, 3001 S. Dr. Martin Luther King Jr. Dr., 203 | 12-2-68—W. 57th St. & S. Kimbark Av. | $ 25.00 |
| James E.. Preucel & Allstate Ins. Co., 9933 N. Lawler Av., Skokie, Ill. | 12-17-68—W. Grand Av. at W. North Av. | 127.35 |
| Robert L. Birch, 4051 N. LaPorte Apt. 203 | 1-2-69—W. Belle Plaine Av. & N. LaPorte Av. | 24.00 |
| William J. Davis, 8441 S. Vincennes Av. | 10-1-68—8441 S. Vincennes Av. | 275.00 |
| Viola Frazier, 110 S. Karlov Av. | 12-11-68—102 S. Karlov Av. | 88.34 |

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Chester King, 7047 W. East End Av. | 12-18-68—W. 63rd St. & S. Hays St. | $93.60 |
| Thayne Hawkins, 5946 N. Winthrop Av. | 1-12-69—N. Rush St. & E. Chestnut St. | 107.30 |
| Delores Thompson, 7201 S. Ashland Av. | Refund Overpayment on towing | 10.00 |
| Felix Arroyo 4615 N. Malden Av. | 1-69—W. Addison St. & N. Halsted St. | 7.35; |

and

*Be It Further Ordered,* That the Commissioner of Water and Sewers is authorized and directed to pay to the following-named person the amount set opposite his name, same being in full settlement for damage caused by underground leak at the location indicated, and to charge the same to Account No. 200.8220.935:

| *Name and Address* | *Location* | *Amount* |
|---|---|---|
| Dr. Joseph N. Bux 5365 W. Lawrence Av. | 1924 W. Irving Park Rd. | $517.91; |

and

*Be It Further Ordered,* That the Commissioner of Water and Sewers is authorized and directed to pay to the following-named person the amount set opposite his name, same being in full settlement for damage to vehicle on the date and location indicated and to charge same to Account No. 200.-9112.935:

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| C. R. Heintz, 10900 S. Parnell Av. | 1-13-69—W. 75th St. and S. Western Av. | $90.00; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named persons the respective amounts set opposite their names, same being refunds for Vehicle Licenses as indicated, and to charge the same to Account No. 300.9112.990:

| *Name and Address* | *Vehicle License No.* | *Amount* |
|---|---|---|
| Antrenette Mayberry, 9716 S. Prairie Av. | U-38245 | $30.00 |
| Mitsukane Matsushita, 6442 N. Hoyne Av. | U-493057 | 30.00 |
| J. L. Manta, Inc., 7525 S. South Chicago Av. | U-484722 | 30.00 |
| Wayne P. Lockwood, c/o William Blair & Co., 135 S. LaSalle St. | U-512787 | 30.00 |
| Howard Levin, c/o H. Levin, 10116 Peach Parkway, Skokie, Ill. | X-17939 | 15.00 |
| Mrs. Laura Letts, Starwood Tr. Pk., Lot 17, Highway 258, Jacksonville, North Carolina 28540. | U-61790 | 30.00 |
| Leonard B. Lazar, 513 W. Aldine Av. | U-451262 | 30.00 |
| Estate of Abe L. Ladon, c/o Yacker & Katz, 69 W. Washington St., Suite 1111 | U-589174 | 30.00 |
| Joan C. Kukowski, 3120 W. 64th St. | X-43293 | 15.00 |
| Estate of Henry Korell, c/o Mrs. Henry Korell, 7252 S. Claremont Av. | U-608461 | $30.00 |
| Estate of Andrew F. Kohl, c/o Belz and Kohl, 4407 N. Elston Av. | U-482312 | 30.00 |
| Hugo Kiefhaber, 5446 N. New England Av. | U-528403 | 30.00 |
| Estate of Jack Kempner, c/o Mrs. Jack Kempner 2625 W. Catalpa Av. | U-479268 | 30.00 |
| Joseph Lumber Co., 2001 N. Narragansett Av. | J-458-J-459-J-460-J-461-J-462 & L-99 | 405.00 |
| Violet A. Jones, 5145 W. Lake St. | U-99840 | 30.00 |
| Florestine Johnson, 537 E. 46th Pl. | U-132-064 | 30.00 |
| Estate of Rudolph Jezek, c/o Rudolph Jezek Jr., 5759 S. Mobile Av. | X-14241 | 15.00 |
| John W. Jackson, 4915 S. Dr. Martin Luther King, Jr. Drive | U-589213 | 7.50 |
| J & M Salvage Co., 3702 W. 38th St. | U-379553 | 30.00 |
| Leonard J. Horwich, 4833 S. Woodlawn Av. | U-10824 | 30.00 |
| Estate of Gustav K. Hess c/o Mrs. Gustav K. Hess, 7733 S. South Shore Dr. Apt. 214. | X-320378 | 15.00 |
| James F. Hennelly, 10411 S. Wood St. | U-451547 | 30.00 |
| Lois E. Harmon, 3435 N. Oleander Av. | X-80786 | 15.00 |
| Greyhound Lines Inc., 74 W. Randolph St. | U-76789 | 30.00 |
| Thomas A. Grady, 2842 W. Fletcher St. | X-10010 | 15.00 |
| Irene Ginsburg, 2501 W. Bryn Mawr Av. | X-343941 | 15.00 |
| Professor Norton S. Ginsberg, 1320 E. Madison Park | U-491578 | 30.00 |
| Margo L. Flarsheim, 5443 S. Woodlawn Av. | X-431561 | 15.00 |
| Mary Fisher, 10614 S. Peoria St. | X-345638 | 15.00 |
| Fire King Oil Company, 4410 N. Pulaski Rd. | U-414043 | 30.00 |
| Jack Fink, 5712 N. Christiana Av. | U-648207 | 15.00 |
| Jasper G. Day, 4218 W. Walton St. | U-97034 | 30.00 |
| William D. Curry, 3550 N. Lake Shore Dr. | U-495285 | 30.00 |
| Barbara Cornell, 4155 S. Lake Park Av. | U-243536 | 30.00 |
| Continental Glass Co., 841 W. Cermak Rd. | U-103973 | 30.00 |
| Bartley Connolly, 9442 S. Elizabeth Av. | U-31147 | 30.00 |
| Shawn Concannon, 1805 W. 107th St. | X-93925 | 15.00 |
| Floyd E. Collins, 10538 S. Edbrooke Av. | U-481181 | 30.00 |

| *Name and Address* | *Vehicle License No.* | *Amount* |
|---|---|---|
| Robert M. Calvert, 401 E. 32nd St. | U-241393 | $30.00 |
| Estate of Joan C. Brinkman, c/o Mrs. Mildred V. Brinkman, 9521 S. Maplewood Av., Evergreen Park, Ill. 60642 | U-552324 | 30.00 |
| Tom Brewer, 6061 N. Hermitage Av. | X-96059 | 15.00 |
| James B. Borland, 5532 S. Dorchester Av. | U-29906 | 30.00 |
| Estate of Hughey D. Boettner, 4310 N. Richmond St. | U-15593 | 30.00 |
| Marjorie Bishop, c/o John McGuire, 237 Bradley Av., Meriden, Connecticut 06450 | U-18446 | 30.00 |
| Estate of George Arras, c/o The Northern Trust Co., 50 S. LaSalle St. | U-4482 | 30.00 |
| Estate of Henry M. Arnold, c/o Mrs. Henry M. Arnold, 2272 Logan Blvd. | U-90098 | 30.00 |
| Heinz O. Willner, Puttnam Green Apt. 21-H, Greenwich, Connecticut 06830 | U-38830 | 30.00 |
| Thomas J. Widere, 2036 N. Kilpatrick Av. | U-581314 | 7.50 |
| Westmont Automotive Parts, c/o Mary Chairotino, 2424 W. Montrose Av. | U-405329 | 30.00 |
| Victor T. Warren, 1400 E. 55th Pl., Apt. 602-S | U-534890 | 30.00 |
| Ronald Tillwach, 2135 W. Armitage Av. | U-142599 | 30.00 |
| Estate of George H. Thomas, c/o Mrs. Catherine Thomas, 5100 W. Winnemac Av. | X-343530 | 15.00 |
| Phillip Talluto, 1244 W. Newport Av. | X-301945 | 15.00 |
| Sunnyside Auto Finance Co., c/o Mary Chairotino, 2424 W. Montrose Av. | B-23155 | 33.50 |
| Estate of Frank Svelnis, c/o Mrs. Kate Svelnis, 6727 S. Artesian Av. | X-15537 | 15.00 |
| Super Realty Mart, 3435 N. Oleander Av. | X-80789 | 15.00 |
| Eldon K. Stanek, 1410 N. First Av., Melrose Park, Ill. | U-477647 | 30.00 |
| Angela M. Smith, 148 E. 120th St. | U-507174 | 30.00 |
| Harold Craven, Estate of Mary & Irving Shapiro, 188 W. Randolph St., Suite 1127 | U-566848 & X-345205 | 45.00 |
| Estate of John M. Roche, c/o Mrs. John M. Roche, 6650 Northwest Highway | U-25409 | 30.00 |
| Paul C. Robinson, 1611 Chicago Av., Evanston, Ill. | X-305634 | 15.00 |
| Ethel Rittinger, 6629 N. Glenwood Av. | U-482952 | 30.00 |
| Ready-Men, Inc., 1 N. LaSalle St. | H-2022 | 63.00 |
| Estate of Theodore Rasaul, c/o Mrs. Viola Rasul, 8251 N. Oleander Av., Niles, Ill. | X-403063 | $15.00 |
| Donald L. Powell, 6710 S. Chappel Av. | U-268999 | 30.00 |
| Estate of George J. Ostertag, c/o Freida L. Ostertag, 7039 W. Wolfram St. | X-321749 | 15.00 |
| C. Vern Olmstead, 90 Prospect Av., Hackensack, New Jersey | U-544456 | 30.00 |
| James F. Nowak, 9428-A Kelvin Lane, Schiller Park, Ill. | U-480537 | 30.00 |
| Estate of Fred W. Netto, c/o Mrs. Fred W. Netto, 7236 S. Francisco Av. | X-38827 | 15.00 |
| Mrs. Eileen Napier, 2208 Tonka Dr., Orlando, Florida 32805 | U-574459 | 30.00 |
| Douglas Neely, 7233 S. Peoria St. | U-349954 | 7.50 |
| Rocco Morisco, 510 N. May St. | U-324072 | 30.00 |
| Jerome H. Jaffe, 6801 S. Euclid Av. | X-19622 | 15.00 |
| Maita G. Houpis, 5854 N. Kingsdale Av. | X-109787 | 15.00 |
| George C. Economos, 1427 N. Wood St. | X-88771 | 15.00 |
| Edith Agnes Dillon, c/o Robert A. Dillon, First National Bank of Chicago, S. Dearborn & W. Monroe Sts. | X-36753 | 15.00 |
| Clifton Clay, 6400 S. Dr. Martin Luther King, Jr. Dr. | U-513201 | 30.00 |
| Angelo James Skalafuris, 10836 S. Dr. Martin Luther King, Jr. Dr. | U-476090 | 30.00 |
| Dragomir Zaksek, 1301 W. Argyle Av. | U-517439 | 30.00 |
| Jeffrey B. Winton, 2215 W. Arthur Av. | X-342859 | 15.00 |
| Rita M. Travers, 5616 Bismark Dr., Apt. T-2, Alexandria, Virginia 22313 | U-182848 | 30.00 |
| Elizabeth Stamps, 2119 S. Harlem Av., Berwyn, 60402 | U-489484 | 30.00 |
| Mrs. Vera G. Sedler, 5300 S. South Shore Dr. | X-317642 | 15.00 |
| Gunnar K. Seaberg, 1342 W. Winnemac Av. | U-608362 | 30.00 |
| K. Schlanger Co., 420 N. Wabash Av. | U-493632 | 30.00 |
| Jordan W. Saleson, 2821 W. Diversey Av. | U-13577 | 30.00 |
| Ruby L. Reed, 9037 S. Morgan St. | U-308434 | 30.00 |
| George Quill, 11651 S. Maplewood Av. | 388-389 | 30.00 |
| James Passolano, 3146 S. Union Av. | U-70600 | 30.00 |
| Alfred T. Panzer, 5424 N. Mobile Av. | X-348755 | 15.00; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay the following-named person the amount set opposite his name, same to be in full settlement of his claim for damage to property, on the date and location indicated, and to charge the same to Account No. 330.9112.-934:

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Ronald E. Nash, 10363 S. Longwood Dr. | 12-68—Portion of driveway | $56.00. |

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### *Action Deferred*—ON PROPOSED ORDINANCE TO AUTHORIZE ADVERTISEMENT FOR SALE OF CITY-OWNED PROPERTY KNOWN AS THE FARM OF THE HOUSE OF CORRECTION.

The Committee on Finance submitted the following report:

CHICAGO, April 9, 1969.

***To the President and Members of the City Council:***

Your Committee on Finance to which was referred a communication dated March 12, 1969 from the Office of the Mayor transmitting an ordinance authorizing advertising for sale of real estate owned by the City of Chicago which is no longer considered necessary, appropriate or profitable to the City of Chicago. This property is commonly referred to as the Farm of the House of Correction, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by 22 members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS E. KEANE,
*Chairman.*

Alderman Keane moved to concur in the committee's recommendation and pass the proposed ordinance recommended in the committee's report.

Request being made by three aldermen present Aldermen Scholl, Despres and Simon) to defer consideration of and action upon the committee's report until the next regular meeting, consideration thereof was so *Deferred* and ordered published.

The following is the proposed ordinance transmitted with the foregoing committee report:

Be It Ordained by the City Council of the City of Chicago:

*Section 1.* The City Comptroller is authorized to advertise for sale the following parcel or real estate owned by the City of Chicago which is no onger necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago:

That part of the west half of the northwest quarter lying northerly of the center line of the Chicago and Joliet Highway of Section Thirty (30), Township thirty-eight (38) North, Range twelve (12) East of the Third Principal Meridian; also all that part of the west half of Section thirty (30), Township thirty-eight (38) North, Range twelve (12) East ofthe Third Principal Meridian, lying south of the center line of the Chicago and Joliet Highway; also the northeast quarter of the northwest quarter of Section thirty-one (31), Township thirty-eight (38) North, Range twelve (12) East of the Third Principal Meridian; also the west fifteen (15) acres of the southeast quarter of the northwest quarter of Section thirty-one (31), Township thirty-eight (38) North, Range twelve (12) East of the Third Principal Meridian, together with all improvements thereon; subject, however, to all existing highways, permanent easements and other restrictions of record. Said real estate now consists of Tract A, containing approximately 13.0 acres, Tract B, containing approximately 245.1 acres, and Tract C, containing approximately 39.4 acres, as exhibited on the Property Delineation of the City of Chicago Correctional Farm, attached hereto and made a part hereof.

Bids for purchase of said property are hereby solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms and time for reception of bids for said property.

*Section 2.* This ordinance shall take effect and be in full force from and after the date of its passage.

[Map attached to this ordinance omitted]

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### *Action Deferred*—ON PROPOSED ORDINANCE TO AUTHORIZE ADVERTISEMENT FOR SALE OF PROPERTY OWNED BY CITY AT NOS. 301-309 W. ADAMS ST.

The Committee on Finance submitted the following report:

CHICAGO, April 9, 1969.

***To the President and Members of the City Council:***

Your Committee on Finance to which was referred a communication dated March 14, 1969 from the Office of the Mayor transmitting an ordinance authorizing the advertisement for sale of property owned by the City at Nos. 301-309 W. Adams Street, which is no longer necessary, appropriate, required for the use of, profitable to or for the best interests of the City of Chicago, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by 22 members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) **THOMAS E. KEANE,**
***Chairman.***

Alderman Keane moved to concur in the committee's recommendation and pass the proposed ordinance recommended in the committee's report.

Request being made by three aldermen present Aldermen Scholl, Despres and Simon) to defer consideration of and action upon the committee's report until the next regular meeting, consideration thereof was so *Deferred* and ordered published.

The following is the proposed ordinance transmitted with the foregoing committee report:

Be It Ordained by the City Council of the City of Chicago:

*Section 1.* The City Comptroller is authorized to advertise for sale the following parcel of real estate owned by the City of Chicago which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago:

The North Three-Quarters (¾) of Lots One (1) and Two (2) in Pearson's Subdivision of Block Eighty-three (83) in School Section Addition to Chicago in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, improved with an eight-story building, commonly known as Nos. 301-309 W. Adams Street, in the City of Chicago, County of Cook, Illinois; subject, however, to the Leasehold Estate created by a certain Indenture of Lease made by the City of Chicago to George N. Neise dated June 29, 1886, and recorded August 7, 1886, as Document No. 742094, and as amended by Agreement dated July 8, 1942, and recorded July 21, 1942, as Document No. 12928826, demising and leasing the above-described premises for a term of 99 years beginning August 15, 1886 and ending August 15, 1985.

Bids for purchase of said property are hereby solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms and time for reception of bids for said property.

*Section 2.* This ordinance shall tak eeffect and be in full force from and after the date of its passage.

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### *Action Deferred*—ON PROPOSED ORDER TO AUTHORIZE CANCELLATION OF WARRANT FOR COLLECTION.

The Committee on Finance submitted the following report:

CHICAGO, April 9, 1969.

***To the President and Members of the City Council:***

Your Committee on Finance to which was referred a communication dated March 14, 1969 from the 25th Ward Alderman Marzullo transmitting an order authorizing cancellation of Warrant for Collection No. D-40170, in the amount of $9.00, for electrical inspection fee assessed against the Cook County School of Nursing, No. 1900 W. Polk Street, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed order transmitted herewith.

This recommendation was concurred in by 22 members of the committee, with no dissenting vote.

**Respectfully submitted,**

**(Signed) THOMAS E. KEANE,**
***Chairman.***

Alderman Keane moved to concur in the committee's recommendation and pass the proposed ordinance recommended in the committee's report.

Request being made by two aldermen present (Alderman Simon and Alderman Rayner) to defer consideration of and action upon the committee's report until the next regular meeting, consideration thereof was so *Deferred* and ordered published.

The following is the proposed order transmitted with the foregoing committee report:

Ordered, That the City Comptroller is hereby authorized and directed to cancel Warrant for Collection No. D-40170, in the amount of $9.00 for electrical inspection fee, assessed against the Cook County School of Nursing, No. 1900 W. Polk Street.

### *Action Deferred*—ON PROPOSED ORDINANCE FOR ACCEPTANCE OF CONTRACT FOR FEDERAL GRANT FOR URBAN BEAUTIFICATION AND IMPROVEMENT CONTRACT NO. ILL-B-20 (G).

The Committee on Finance submitted the following report:

CHICAGO, April 9, 1969.

***To the President and Members of the City Council:***

Your Committee on Finance to which was referred a communication dated March 11, 1969 from the Commissioner of the Department of Public Works transmitting an ordinance for acceptance of Contract for Federal Grant from the U.S. Department of Housing and Urban Development for Urban Beautification and Improvement, Contract No. Ill-B-20) (G), having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by 22 members of the committee, with no dissenting vote.

**Respectfully submitted,**

**(Signed) THOMAS E. KEANE,**
***Chairman.***

Alderman Keane moved to concur in the committee's recommendation and pass the proposed ordinance recommended in the committee's report.

Request being made by two aldermen present (Alderman Despres and Alderman Simon) to defer consideration of and action upon the committee's report until the next regular meeting, consideration thereof was so *Deferred* and ordered published.

The following is the proposed ordinance transmitted with the foregoing committee report:

Whereas, The City of Chicago has duly made application to the U.S. Department of Housing and Urban Development for a grant in connection with upgrading and rehabilitation of parks and recreational areas; community wide activities to upgrade and improve the appearance of streets, greenways, parkways, waterfronts, stream valleys, right of way, and other non-recreational public places; and activities to beautify and improve historic and other public building sites ;and

Whereas, That Contract No. Ill. B-20(G) between the City of Chicago and the United States of America has been submitted by the Government to the City of Chicago for its execution and approval; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

*Section 1.* The grant agreement herein identified as Contract No. Ill. B-20(G) between the United States of America (herein called the "Government") and the City of Chicago, incorporated herein by reference, for Grant Agreement Assistance not to exceed $1,000,000 for Urban Beautification and Improvement under Title VII of the Housing Act of 1961, as amended, is hereby approved.

*Section 2.* All funds received from the United States of America under Grant Contract No. Ill. B-20(G) shall be credited to the accounts from which the original expenditures were made.

*Section 3.* The Mayor is hereby authorized and directed to execute two counterparts of said Grant Agreement on behalf of the City of Chicago, and the City Clerk is hereby authorized and directed to impress and attest the official seal of the City of Chicago on each such counterpart, and to forward such counterparts to the Department of Housing and Urban Development for execution on behalf of the Government, together with such other documents relative to the approval and execution of such counterparts as may be required by the Government.

*Section 4.* This ordinance shall become effective from and after its passage and approval.

### *Placed on File*—MISCELLANEOUS MATTERS.

The Committee on Finance submitted reports recommending that the City Council *Place on File* miscellaneous documents transmitted therewith. On motion of Alderman Keane the committee's recommendations were *Concurred In.*

The following is a summary of said documents:

Two communications from the Department of Law dated February 13 and February 27, 1969, showing settlements of suits and entries of judgments against the City (referred to the committee on March 14, 1969);

A communication from the Department of Public Works dated March 25, 1969, transmitting Monthly Progress Report No. 262 for the month ended February 28, 1969, showing the progress of construction on Sewer Bond Issue Projects;

A communication from the General Superintendent of the Municipal Tuberculosis Sanitarium transmitting a report dated February 13, 1969, from Peat, Marwick, Mitchell and Co., Certified Public Accountants, regarding the Payroll Verification Program of the Municipal Tuberculosis Sanitarium.

### *Failed to Pass*—MISCELLANEOUS MATTERS.

A communication from the General Superintenommending that the City Council *do not pass* a proposed ordinance and a proposed order transmitted therewith, which had been referred to the committee on dates noted below, as follows:

(January 31, 1969) Proposed ordinance for free building permits for renovation of premises for Chicago Truth Assembly Church, Nos. 1900-1912 W. Leland Avenue;

(March 14, 1969) Proposed order authorizing and directing consideration to the blacktopping of an alley bounded by W. 17th Street, W. 18th Street, S. Kildare Avenue and S. Kostner Avenue.

### *Disallowed*—SUNDRY CLAIMS FOR PAYMENTS OF DAMAGES, REFUNDS, ETC. *(Adverse Recommendations by Committee).*

The Committee on Finance submitted a report recommending that the City Council *Do Not Pass* certain miscellaneous claims. On motion of Alderman Keane the committee's recommendations were *Concurred In.*

The following is a summary of said claims, which were referred to the committee on the respective dates noted in parentheses:

*Compensation for Property Damage:*

(January, 1968) Mrs. R. Winburg;

(September 1, 1967) Mr. Langdon;

(August 17, 1968) Margaret Richey.

*Compensation for Vehicle Damage:*

(September 18, 1968) Motors Insurance Corp., Partell Pontiac;

(September 19, 1968) Motors Ins. Corp., Joseph Lipsey;

(November 1, 1968) Hawkeye-Security Ins. & State of Ill.;

(July 23, 1968) Josephine Conlin, c/o Crawford & Co. Inc.;

(January 14, 1969) Arland L. Borgeson, c/o Nat'l Conveyor & Supply Co.;

(December 18, 1968) Edgar G. Kamin;

(October 23, 1967) Allstate Ins. Co. & Peter Fee;

(December 30, 1968) Leon Gabriel;

(February 5, 1969) Ida Sawyer;

(February 23, 1969) John Bailey.

*Compensation for Refund for Building Permits:*

(December 27, 1968) Republic Steel Corporation.

*Department of Public Works:*

(June 29, 1968) Gary Lee Brimeyer.

## COMMITTEE ON COMMITTEES AND RULES.

### Alderman Ralph H. Metcalfe Elected President Pro Tempore.

The Committee on Committees and Rules submitted the following report:

CHICAGO, April 9, 1969.

*To the President and Members of the City Council:*

Your Committee on Committees and Rules begs leave to recommend that Your Honorable Body pass the said proposed resolution which is transmitted herewith to elect Ralph H. Metcalfe as President Pro Tempore of the City Council.

This recommendation was concurred in by seven members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) HARRY L. SAIN,
*Chairman.*

Alderman Sain moved to Concur In the committee's recommendation and said proposed resolution was *Adopted*, by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Holman, Despres, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Fifielski, Hoellen, O'Rourke, Wigoda—43.

*Nays*—None.

Alderman Metcalfe was excused from voting under the provision of Rule 14.

The following is said resolution as adopted:

WHEREAS, Matthew J. Danaher resigned from the City Council upon his appointment of Clerk of the Circuit Court of Cook County; and

WHEREAS, The vacancy has existed since said time in the Office of President Pro Tem. of the City Council; therefore,

*Be It Resolved*, That Ralph H. Metcalfe be and he hereby is elected as President Pro Tem. of the City Council.

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### *Action Deferred*—ON PROPOSED RESOLUTION TO AMEND RESOLUTION ADOPTED BY CITY COUNCIL FOR ASSIGNMENT OF ALDERMEN TO MEMBERSHIP ON STANDING COMMITTEES.

The Committee on Committees and Rules submitted the following report:

CHICAGO, April 9, 1969.

*To the President and Members of the City Council:*

Your Committee on Committees and Rules begs leave to recommend that Your Honorable Body pass the said proposed resolution which is transmitted herewith to amend the resolution adopted by the City Council on April 21, 1967, pages 19-20 of the Journal of the Proceedings of said date, as amended, assigning Aldermen to memberhip on Standing Committees.

This recommendation was concurred in by seven members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) HARRY L. SAIN,
*Chairman.*

Alderman Sain moved to *Concur In* the committee's recommendation.

At the request of two aldermen present (Alderman Cousins and Alderman Rayner) to defer consideration of and action upon the foregoing committee report until the next regular meeting of the City Council, consideration thereof was so *Deferred* and ordered published.

The following is the proposed resolution transmitted with the foregoing committee report:

*Resolved,* That the Resolution assigning Aldermen, Chairmen, Vice-Chairmen and membership of standing committees, adopted April 21, 1967, and appearing in the Journal of the Proceedings of the City Council on said date, commencing on Page 19, be amended in the following respects:

#### AVIATION

By striking therefrom the names and designations Sulski (Chairman), Laskowski (Vice-Chairman), and Shannon, and inserting in lieu thereof, Laskowski (Chairman), Frost (Vice-Chairman) and the name Burke.

#### BUILDINGS AND ZONING

By striking therefrom the names Burke and Goldberg, and inserting in lieu thereof, the names Lupo and Bilandic.

#### COMMITTEES AND RULES

By striking therefrom the names Harvey, Danaher and Sulski, and inserting in lieu thereof the names Holman, Bilandic and Sande.

#### CULTURAL AND ECONOMIC DEVELOPMENT

By striking therefrom the names and designation Rosenberg (Chairman), and the name Parillo, and inserting in lieu thereof, the name and designation Sande (Chairman), and the name Roti.

#### FEDERAL AND STATE LEGISLATION

By striking therefrom the names Burke and Sulski, and inserting in lieu thereof the name Burke.

#### FINANCE

By striking therefrom the name and designation Danaher (Vice-Chairman) and inserting in lieu thereof, Holman (Vice-Chairman), and by striking therefrom all other names appearing as members of the Finance Committee and inserting in lieu of said names after the word Vice-Chairman, the following: "and all elected members of the City Council."

#### FORESTRY AND RECREATION

By striking therefrom the name Lupo and inserting the names Hubbard and Fried.

#### HEALTH

By striking therefrom the name and designation Harvey (Chairman), and inserting the name and designation Holman (Chairman) and the name Gabinski.

#### JUDICIARY

By striking therefrom the names and designations Holman (Chairman), Parrillo (Vice-Chairman) and the name Sheridan, and inserting the names and designations Shannon (Chairman) Sheridan (Vice-Chairman) and the name Gabinski.

#### LICENSE

By striking therefrom the names and designations Fitzpatrick (Chairman), Collins (Vice-Chairman), and inserting the names and designations Collins (Chairman) Lupo (Vice-Chairman) and the name Fried.

#### LOCAL INDUSTRIES, STREETS AND ALLEYS

By striking therefrom the names Parrillo and Rosenberg and adding thereto the name Roti.

#### LOCAL TRANSPORTATION

By striking therefrom the name and designation Rosenberg (Vice-Chairman) and the names Burke and Frost, and inserting the name and designation Hines (Vice-Chairman) and the name Hubbard.

#### PLANNING AND HOUSING

By striking therefrom the name and designation Goldberg (Chairman) and the names Harvey and Sulski, and by inserting the name and designation Fitzpatrick (Chairman) and the names Holman and Bilandic.

#### POLICE, FIRE, CIVIL SERVICE, SCHOOLS AND MUNICIPAL INSTITUTIONS

By striking the names and designations Burke (Chairman) McMahon (Vice-Chairman), and the names Buchanan, Goldberg and Rosenberg, and by inserting the names and designations McMahon (Chairman), Buchanan (Vice-Chairman), and adding the names Burke and Gabinski.

#### PORT OF CHICAGO, WHARVES AND BRIDGES

By striking therefrom the name and designation Sande (Vice-Chairman) and the names Kuta, Parrillo and Goldberg, and by inserting therein the name and designation Kuta (Vice-Chairman) and the names Roti, Hubbard, Gabinski and Fried.

#### TRAFFIC AND PUBLIC SAFETY

By striking therefrom the name Shannon, and inserting therein the name Roti.

#### UTILITIES

By striking therefrom the names Hines and Biggs and by inserting the name Fried.

### *Action Deferred*—ON REPORT OF COMMITTEE ON COMMITTEES AND RULES CONCERNING RULES OF ORDER OF CITY COUNCIL.

The Committee on Committees and Rules submitted the following report:

CHICAGO, April 9, 1969.

*To the President and Members of the City Council:*

Your Committee on Committees and Rules begs leave to recommend that Your Honorable Body pass the proposed resolution transmitted herewith amending the Rules of Order of the City Council of the City of Chicago as adopted on April 21, 1967.

This recommendation was concurred in by seven members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) HARRY L. SAIN,
*Chairman.*

Alderman Sain moved to *Concur In* the committee's recommendation.

Request being made by two aldermen present (Alderman Hoellen and Alderman Scholl) to defer consideration of and action upon the foregoing committee report until the next regular meeting of the City Council, consideration thereof was so *Deferred* and ordered published.

The following is the proposed resolution transmitted with the foregoing committee report:

*Resolved,* That the Resolution adopted on April 21, 1967, and appearing in the Journal of the Proceedings of the City Council, on said date, commencing on page 13, be amended in the following respects:

By striking Rule 8, and inserting in lieu thereof the following:

Rule 8. "During the session of the City Council, no one, unless by consent of the Council, shall be admitted within the bar of the City Council Chamber except representatives of the press, television, radio, ex-aldermen, and persons invited by the Mayor or other Presiding Officer. The Mayor or Presiding Officer shall assign seats for the persons invited by them. The Committee on Rules shall assign an area or areas for said media of communication, and such area or areas shall be for the reporters and for such cameras and recording devices, or other equipment as may be necessary for use of said media of communication.

No person shall at any session or meeting of the Council solicit any alderman to vote for or against any person or proposition.

And by striking therefrom paragraph 2 of said Rule 38, the following language: "The Committee on Finance shall have a maximum of 38 members; the Committee on Buildings and Zoning shall have a maximum of 14 members"; and inserting in lieu thereof the following: "The Committee on Finance shall be composed of all of the elected members of the City Council; Committees on Buildings and Zoning; Cultural and Economic Development; Police, Fire, Civil Service, Schools and Municipal Institutions; and Forestry and Recreation shall have a maximum of 14 members".

## COMMITTEE ON FEDERAL AND STATE LEGISLATION.

### *Action Deferred*—ON PROPOSED RESOLUTION TO MEMORIALIZE GENERAL ASSEMBLY OF STATE OF ILLINOIS OR FEDERAL GOVERNMENT TO PROVIDE SUFFICIENT FUNDS FOR TREE TRIMMING AND TREE REMOVAL.

The Committee on Federal and State Legislation submitted the following report, which was, at the request of two aldermen present (Alderman Despres and Alderman O'Rourke) *Deferred* and ordered published:

CHICAGO, March 28, 1969.

*To the President and Members of the City Council:*

Your Committee on Federal and State Legislation, to which was referred (on March 14, 1969) a proposed resolution to memorialize the General Assembly of the State of Illinois or the Federal government to grant relief to provide the Bureau of Forestry, Parkways and Beautification with sufficient funds for tree trimming and tree removal, begs leave to recommend that Your Honorable Body pass the said proposed resolution, which is submitted herewith, supported by letter from the Department of Public Works, Bureau of Forestry, Parkways and Beautification, which is attached, and further recommends that the City Council seek a grant of $1,000,000 to provide the Bureau of Forestry, Parkways and Beautification with sufficient funds to meet the tree trimming and tree removal emergency.

This recommendation was concurred in with no dissenting vote.

Respectfully submitted,
(Signed) EDWIN P. FIFIELSKI,
*Vice-Chairman.*

The following is the proposed resolution transmitted with the foregoing committee report:

*Whereas,* The Budget of the Bureau of Forestry, Parkways and Beautification is pegged by the Illinois Legislature; and

*Whereas,* An emergency exists due to insufficient funds for tree trimming and tree removal; now, therefore,

Be It Resolved, That the City Council of the City of Chicago does memorialize the Illinois State Legislature or Federal Government to grant relief in order to provide the Bureau of Forestry, Parkways and Beautification with sufficient funds to meet the emergency caused by insufficient funds for tree trimming and tree removal.

### *Action Deferred*—ON RECOMMENDATIONS MADE TO GENERAL ASSEMBLY AS TO BILLS AFFECTING CITY OF CHICAGO.

The Committee on Federal and State Legislation submitted the following report, which was, at the request of two aldermen present (Alderman Despres and Alderman O'Rourke) *Deferred* and ordered published:

CHICAGO, April 7, 1969.

*To the President and Members of the City Council:*

Your Committee on Federal and State Legislation, having under consideration Bills pending in the General Assembly of the State of Illinois which affect the City of Chicago, begs leave to make the following recommendations:

A.

That the City Council approve and respectively petition the General Assembly of the State of Illinois to enact into law—

SENATE BILL 57—Creates a Parental Responsibility Law. Provides that the parent or legal guardian of a minor between the ages of 7 and 17 is liable for damages not to exceed $100 for the wilful or malicious injury to a person or property caused by the minor while residing with the parent, or legal guardian, and to impose liability for property damage the parent or legal guardian must have prior knowledge of the child's malicious behavior which caused property damage in excess of $10.00.

SENATE BILL 541—Amends Act relating to libraries. Changes maximum library tax levy for cities over 500,000 population to .10% of the assessed valuation for 1970 and 1971 and to .12% of the assessed valuation thereafter. Allows levy up to .20% valuation if approved by voters. Changes maximum levy for building purposes to .02% of the assessed valuation.

B.

That the City Council disapprove and respectively petition the General Assembly of the State of Illinois not to enact into law—

SENATE BILL 1—Amends the Election Code. Provides for a County Election Commission to conduct registration and elections in counties of over 1,000,000.

(On the recommendation of this Bill there was one dissenting vote with one member abstaining from voting.)

SENATE BILL 2—Amends Personnel Code to make it applicable to employes of a County Election Commission.

(On the recommendation of this Bill there was one dissenting vote with one member abstaining from voting.)

SENATE BILL 3—Amends Township Act to provide for nomination papers to be filed with County Election Commission in counties having such a commission.

(On the recommendation of this Bill there was one dissenting vote with one member abstaining from voting.)

SENATE BILL 63—Amends Election Code. Requires that a list of all voters who request assistance in voting because of inability to read English or a physical disability be sent to the Secretary of State for the purpose of determining if such person's drivers license should be revoked. Appropriates $50,000.00.

SENATE BILL 70—Amends the Election Code. Requires social security number or Taxpayer's Indentification number to be included on face of voter's registration card. Effective January 1, 1970.

(On the recommendation of this Bill there was one dissenting vote with one member abstaining from voting.)

SENATE BILL 670—Amends Section 11-13-12 of the "Illinois Municipal Code" by permitting property owners within 250 feet of subject building to appeal zoning decisions. Need not show specific damages.

(On the recommendation of this Bill there was one dissenting vote.

SENATE BILL 671—Amends Section 11-13-15 of the "Illinois Municipal Code" by giving residents of municipalities the right to institute actions in building and zoning code violations.

(On the recommendation of this Bill there were two dissenting votes.)

SENATE BILL 722—Adds Division 13 to Article 10 of the Illinois Municipal Code establishing a new municipal personnel code for municipalities of 500,000 or more inhabitants and offering the same code on an optional basis to municipalities of less population. Amends Division 1 of Article 10 by deleting from the Sections thereof any appplication to municipalities of 500,000 or more inhabitants.

(On the recommendation of this Bill there was one dissenting vote with one member abstaining from voting.)

SENATE BILL 54—Adds to the Election Code. Provides for the accreditation of responsible news media representatives to observe the casting, counting and tabulating of votes in any election. (Same as House Bill 57.)

HOUSE BILL 26—Amends the Election Code to require that a list of all voters claiming the need for assistance in voting due to a language or physical disability be sent to the Secretary of State for the purpose of determining whether such person's operator's or chauffeur's license should be revoked.

HOUSE BILL 27—Amends the Illinois Vehicle Law to provide for revocation by the Secretary of State of the operator's or chauffeur's license of persons who request assistance in voting due to a disability if the disability renders the driver unable to operate the motor vehicle with safety on the highways.

HOUSE BILL 57—Adds to the Election Code. Provides for the accreditation of responsible news media representatives to observe the casting, counting and tabulating of votes in any election. (Same as Senate Bill 54.)

HOUSE BILL 534—Amends the Election Code to eliminate assistance to voters who cannot read the English language.

HOUSE BILL 891—Amends Article of Cities and Villages Act of 1941 relating to city of Chicago. Provides for non-partisan election of mayor in same manner as election of Chicago aldermen. Eliminates election of city clerk and city treasurer and provides for their appointment by mayor with approval of city council. Referendum.

HOUSE BILL 892—Amends the Election Code. Eliminates primary for Chicago city elections. Effective upon adoption by voters of Chicago of Act providing for non-partisan election for mayor.

HOUSE BILL 908—Amends Election Code. Permits electors to vote in primary elections without disclosing party affiliation.

HOUSE BILL 909—Amends the Meetings Act to include within the Act committees and conventions of political parties organized under The Election Code.

HOUSE BILL 910—Amends the Election Code relating to petitions for new parties and independent candidates. Removes requirement that Statewide petitions must have 200 signatures from each 50 counties. Establishes minimum number of signatures for units less than the entire State of 10,000 or 5% of those voting in last election, whichever is less. Removes maximum limitation on number of signatures.

(On the recommendation of this Bill there was one dissenting vote.)

These recommendations were concurred in unanimously by the members of the committee except as otherwise noted.

Respectfully submitted,
(Signed) EDWIN P. FIFIELSKI,
*Vice-Chairman.*

### *Action Deferred*—ON RECOMMENDATION MADE TO GENERAL ASSEMBLY AS TO BILLS AFFECTING CITY OF CHICAGO.

The Committee on Federal and State Legislation submitted the following report, which was, at the request of two aldermen present (Alderman Despres and Alderman O'Rourke) *Deferred* and ordered published:

CHICAGO, MARCH 18, 1969.

*To the President and Members of the City Council:*

Your Committee on Federal and State Legislation, having under consideration Bills pending in the General Assembly of the State of Illinois which affect the City of Chicago, begs leave to make the following recommendations:

A.

That the City Council approve and respectively petition the General Assembly of the State of Illinois to enact into law—

SENATE BILL 229—Amends the Election Code to permit a physically incapacitated elector to receive an absentee ballot upon the affidavit of his attending physician, without requiring the physician to give reasons for the incapacity.

SENATE BILL 306—An Act appropriating $12,170,000 to the Metropolitan Transit Authority, payable ½ on September 15, 1969, and ½ on September 15, 1970, to pay transportation of children to and from school.

SENATE BILL 342—Amends Motor Fuel Tax Act, Requires distribution of motor fuel tax proceeds to counties and municipalities as soon as possible after allotment is made.

HOUSE BILL 242—Amends Election Code. Increases compensation of election judges from $25 to $30. Emergency.

HOUSE BILL 474—Provides for reimbursement to counties and cities with boards of election commissioners for expenses in connection with special elections for General Assembly members in 1969. Appropriates $353,000 to Auditor of Public Accounts for such reimbursement.

HOUSE BILL 108—Adds new Section to the Illinois Municipal Code to empower municipalities to license and regulate direct sellers not registered with the Department of Registration and Education under the Direct Sellers Licensing Act. Sets standards which municipalities must follow in licensing and regulating, and exempts certain businesses from coverage.

B.

That the City Council disapprove and respectively petition the General Assembly of the State of Illinois not to enact into law—

SENATE BILL 246—Amends Seat of Government Act to change State capitol from Springfield to Chicago.

SENATE BILL 296—Adds Section 10-1-18.2 to the Illinois Municipal Code. Permits members of municipal police departments to live outside the employing municipality.

SENATE BILL 297—Adds Section 10-2.1-17.1 to the Illinois Municipal Code. Permits members of municipal police departments to live outside the employing municipality.

HOUSE BILL 422—Amends Act creating Commission on Human Relations. Abolishes authorization for compensation of chairman. Abolishes authority of Commission to investigate employment opportunities as this authority is also contained in the Fair Employment Practices Act.

HOUSE BILL 105—Amends the Election Code. Changes primary date to second Tuesday in April (now second Tuesday in June).

These recommendations were concurred in with no dissenting vote.

Respectfully submitted,

(Signed) EDWIN P. FIFIELSKI,
*Vice-Chairman.*

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### *Action Deferred*—ON RECOMMENDATION MADE TO GENERAL ASSEMBLY AS TO BILLS AFFECTING CITY OF CHICAGO.

The Committee on Federal and State Legislation submitted the following report, which was, at the request of two aldermen present (Alderman Despres and Alderman O'Rourke) *Deferred* and ordered published:

CHICAGO, MARCH 28, 1969.

*To the President and Members of the City Council:*

Your Committee on Federal and State Legislation, having under consideration Bills pending in the General Assembly of the State of Illinois which affect the City of Chicago, begs leave to make the following recommendations:

A.

That the City Council approve and respectively petition the General Assembly of the State of Illinois to enact into law—

SENATE BILL 242—Amends the Election Code. Makes it mandatory for county boards and boards of election commissioners to provide either voting machines or electronic voting systems commencing with the November, 1970, general election.

SENATE BILL 243—Amends Counties Act. Authorizes counties to levy for the years 1969 and 1970 a tax not in excess of .005% for acquisition of voting machines or electronic voting systems.

SENATE BILL 244—Adds section to Illinois Municipal Code. Authorizes municipalities with boards of election commissioners to levy for 1969 and 1970 a tax of not to exceed .005% of valuation for acquisition of voting machines or electronic voting systems.

HOUSE BILL 289 — Amends Illinois Municipal Code. Makes a municipality's lien for the cost of demolition or repair of dangerous and unsafe buildings or uncompleted and abandoned buildings superior to tax liens. This Act does not affect the rights of holders of tax anticipation warrants issued before its effective date.

HOUSE BILL 653—Amends Revenue Code of 1939. Requires release of all recorded deeds or liens in favor of municipalities and other governmental bodies before issuance of tax deed. Raises filing fee to $25 and county clerk fee to $10.

SENATE BILL 450—Amends Highway Code. Provides that 25% of motor fuel tax allocation for previous year may be paid to municipality to be expended by municipality without approval of the Department of Public Works and Buildings for use of construction or maintenance of streets in the municipality.

B.

That the City Council disapprove and respectively petition the General Assembly of the State of Illinois not to enact into law—

SENATE BILL 232—Amends Illinois Municipal Code. Reduces to ½ of 1% (now ¾ of 1%) the rate at which a municipality may levy the municipal retailers' occupation and service occupation taxes beginning January 1, 1970. (Companion to Senate Bill 230.)

HOUSE BILL 288—Amends Section of Chicago Sanitary District Act to permit sale of water by certain municipalities within such district to individuals outside such furnishing municipality but within the district.

HOUSE BILL 315—The Illinois Income Tax Act. Imposes a 13% income tax on individuals and corporations on all income derived from activities within Illinois. Provides procedure to avoid multistate taxation of the same income. Creates Illinois Income Tax fund into which shall be paid 9/13 of the taxes received under the Act and from which distribution is to be made to the county clerks in proportion to the amount of property taxes certified for extension. Provides for abatement of real and personal property taxes by each county clerk by the amount distributed from that fund. Repeals Retailers' Occupation Tax. Use Tax, Service Occupation Tax, Messages Tax, Gas Revenue Tax, Public Utilities Revenue Tax, Coin-Operated Amusement Device Tax, and Hotel Operators' Occupation Tax Acts, comparable county and municipal tax provisions, and corporate franchise tax provisions. Makes appropriations to Department of Revenue from Illinois Income Tax Fund for costs of administering the Act, for refunds under the Act, for allotment to the counties and for deposit in the General Revenue Fund.

HOUSE BILL 780—Requires a primary candidate to have voted in at least one primary of his party within the 4 years preceding the date for filing his petition. Makes exceptions for first-time voters in this State and for first 2 primaries of new parties.

C.

HOUSE BILL 606—That the City Council recommend that House Bill 606 (Creates Motor Vehicle Parking Operator's Occupation Tax Act) be amended on page 1, line 21, by deleting the word "and" and substituting therefor the word "or" so that said paragraph reads as follows:

> "(a) Those owned or operated by the United States, the State of Illinois, any municipal corporation or political subdivision of the State or any other governmental or municipal authority:".

These recommendations were concurred in with no dissenting vote.

Respectfully submitted,
(Signed) EDWIN P. FIFIELSKI,
*Vice-Chairman.*

## COMMITTEE ON LOCAL INDUSTRIES, STREETS AND ALLEYS.

### Grants Made of Privileges in Public Ways.

The Committee on Local Industries, Streets and Alleys, to which had been referred (on April 17, 1968, January 17, January 31 and March 14, 1969) seventeen proposed ordinances and one proposed order for grants of privileges in public ways, submitted a report recommending that the City Council pass said proposed ordinances and said proposed order (transmitted therewith).

On separate motions made by Alderman Sain *each* of the said seventeen proposed ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Fifielski, Hoellen, O'Rourke, Wigoda—41.

*Nays*—None.

*Each of said seventeen ordinances contain Sections 3, 4, 5 and 6, common to similar ordinances, and hereafter during the current Council year referred to in the Journal of the Proceedings as "Standard Special Provisions", which read as follows:*

[*Standard Special Provisions*]

"*Section 3.* This ordinance is subject to amendment, modification or repeal, and the permission and authority herein granted may be revoked by the Mayor, in his discretion, at any time without the consent of said grantee. Upon termination of the privileges herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation; and in the event of a failure, neglect or refusal of said grantee so to do, the City of Chicago may do said work and charge the cost thereof to said grantee.

"*Section 4.* The grantee will hold and save the City of Chicago harmless from any and all liability for cost of removal, relocation, alteration, repair or maintenance of the structures or appliances herein authorized and from any and all damages thereto an account of the location, construction, reconstruction, alteration, repair or maintenance of any public ways, bridges, subway, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities.

"*Section 5.* The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and no permit shall issue until the grantee herein shall execute a good and sufficient bond to the City of Chicago in the penal sum of ten thousand dollars ($10,000), with sureties to be approved by the City Comptroller, conditioned upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any wise come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said bond shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

"*Section 6.* This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance, together with the bond hereinabove provided for, with the City Clerk within sixty (60) days after the passage of this ordinance."

Sections 1 and 2 of said seventeen ordinances, as passed, read respectively as follows (the Italic heading in each case not being a part of the ordinance):

*[Each of the following seventeen ordinances contain Sections 3, 4, 5 and 6, as printed on pages 5243-5244 of this Council Journal.]*

*Grant to American Hospital of Chicago.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority hereby are given and granted to American Hospital of Chicago, a corporation, its successors and assigns, upon the terms and subject to the conditions of this ordinance, to maintain and use as now installed two (2) five thousand (5,000) gallon fuel-oil tanks underneath the surface of the east-west alley north of W. Irving Park Road west of N. Broadway in the rear of the premises known as No. 850 W. Irving Park Road; for a period of ten (10) years from and after January 28, 1969.

The location of said fuel-oil tanks shall be as shown on sketch hereto attached, which by reference is made a part of this ordinance. Said fuel-oil tanks shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. The grantee shall keep that portion of the public way over said fuel-oil tanks in good condition and repair, safe for public travel and free from snow, ice and dirt, to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay the City of Chicago as compensation for the privileges herein granted the sum of one hundred fifty and no/100 dollars ($150.00) per annum, in advance, the first payment to be made as of January 28, 1969, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof before the structures and appliances herein authorized are removed and the public way is restored as herein required.

*Grant to Nick Beucher and Sons Co.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority hereby are given and granted to Nick Beucher and Sons Co., a corporation, its successors and assigns, upon the terms and subject to the conditions of this ordinance, to install, maintain and use three (3) fourteen to twenty gauge copper wires not more than two-inches in diameter supported by a cable, said wires to be sixty-six (66)feet in length and shall be not less than eighteen (18) feet over and above N. North Branch Street, to connect the premises of said grantee located at No. 1381 N. North Branch Street with a pole located thirty-six (36) feet from the building line of the premises of said grantee located at No. 1388 N. North Branch Street, to be used for closed circuit television for security purposes within the building of said grantee; for a period of ten (10) years from and after the date of passage of this ordinance.

The location of said wires and cable shall be as shown on sketch hereto attached, which by reference is made a part of this ordinance. Said wires and cable shall be installed under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation, and shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. The grantee shall keep that portion of the public way under said wires and cable in good condition and repair, safe for public travel and free from snow, ice and dirt, to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of two hundred and no/100 dollars ($200.00) per annum, in advance, the first payment to be made as of the date of passage of this ordinance, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof before the structures and appliances herein authorized are removed and the public way is restored as herein required.

*Grant to Beverly Bank.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority hereby are given and granted to the Beverly Bank, a corporation, its successors and assigns, upon the terms and subject to the conditions of this ordinance, to construct, maintain and use a one story concrete covered bridge to run north and south over W. 103rd Place between S. Charles Street and S. Loomis Street, the east wall to be in line with the property line at the west side of S. Loomis Street, and shall connect the premises known as No. 10330 S. Loomis Street with the existing premises of the grantee located at No. 1357 W. 103rd Street. Said bridge not to exceed forty-three (43) feet in length, between supports, six (6) feet ten (10) inches in width and ten (10) feet in height, with a minimum clearance of twelve (12) feet six (6) inches above the surface of the pavement of said W. 103rd Place, and shall be used for security and operational purposes in connection wtih the drive-in teller area servicing the customers of the said grantee; for a period of ten (10) years from and after the date of passage of this ordinance.

The location of said bridge shall be as shown on print hereto attached, which by reference is made a part of this ordinance. Said bridge shall be constructed of incombustible materials with some suitable device provided which shall be designed and be sufficient to prevent storm water, dirt and other substances from dripping from such bridge upon the public way beneath and shall be constructed under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation, and shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. The grantee shall keep that portion of the public way under said bridge in good condition and repair, safe for public travel and free from snow, ice and dirt, to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of three hundred and no/100 dollars ($300.00) per annum, in advance, the first payment to be made as of the date of passage of this ordinance, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted the grantee shall, neverthless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof before the structures and appliances herein authorized are removed and the public way is restored as herein required.

*Grant to Chicago Title and Trust Company, as Trustee.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority hereby are given and granted to Chicago Title and Trust Company, a corporation, not individually, but as Trustee under Trust No. 50817, its successors and assigns, upon the terms and subject to the conditions of this ordinance, to maintain and use as now installed a six-inch steam supply pipe with a two-inch return pipe; also a telephone conduit within a fifteen-inch tile pipe, under and across the forty (40) foot north-south public alley easterly of N. Wabash Avenue, known as N. Garland Court, at a point seventy-one (71) feet south of the south line of E. Washington Street. Said steam supply lines used for the purpose of supplying steam from the premises known as No. 55 E. Washington Street to the premises known as No. 30 N. Michigan Avenue; for a period of ten (10) years from and after January 1, 1969.

The location of said pipes shall be as shown on blueprint hereto attached, which by reference is made a part of this ordinance. Said pipes shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. The grantee shall keep that portion of the public way over said pipes in good condition and repair, safe for public travel and free from snow, ice and dirt, to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago for the calendar year of 1969, and annually thereafter, as compensation for the privileges herein granted the sum of five percent (5%) of the gross receipts derived from any use of the structures and appliances herein authorized, provided that the minimum compensation during each annual period shall be one hundred and no/100 dollars ($100.00). Said compensation shall be paid within thirty (30) days after the expiration of each annual period for the preceding calendar period ending December 31 of each year. Each of such payments shall be accompanied by a sworn statement, in such form and detail as shall be prescribed from time to time by the City Comptroller, of the grantees receipts and other data for computation of the compensation during the calendar period next preceding. The acceptance by the City of any amount tendered in payment of the annual compensation shall be without prejudice to any claim, demand or right to additional compensation for such period under the terms and provisions of this ordinance. For the purpose of enabling the City to inform itself of the receipts of the grantee in each annual period the City Comptroller, or some person appointed therefor by him, shall have access to the grantees papers, accounts and records at all reasonable and necessary times. The grantee shall at all times keep in the City of Chicago complete and accurate books, accounts and records in detail of all receipts and disbursements relating to all operations by means of the structures and appliances herein authorized. In case of the termination of the privileges herein granted the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the structures and appliances herein authorized are removed and the public way is restored as herein required.

*Grant to Chicago Title and Trust Company, as Trustee.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority hereby are given and granted to Chicago Title and Trust Company, not individually, but as Trustee under Trust No. 50118, its successors and assigns, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed an eight-inch I-beam extending two (2) feet nine (9) inches over the east-west public alley, twelve (12) feet six (6) inches above the surface of said alley, attached to the south side of the premises known as No. 947 N. Cicero Avenue; for a period of ten (10) years from and after the date of passage of this ordinance.

The location of said I-beam shall be as shown on print hereto attached, which by reference is made a part of this ordinance. Said I-beam shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. The grantee shall keep that portion of the public way adjacent thereto in good condition and repair, safe for public travel and free from snow, ice and dirt, to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of one hundred and no/100 dollars ($100.00) per annum, in advance, the first payment to be made as of the date of passage of this ordinance, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof before the structures and appliances herein authorized are removed and the public way is restored as herein required.

*Grant to Illinois Bell Telephone Company.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority hereby are given and granted to Illinois Bell Telephone Company, a corporation, its successors and assigns, upon the terms and subject to the conditions of this ordinance, to maintain and use as now installed an underground raceway under and across the north-south public alley between S. Wentworth Avenue and S. Yale Avenue thirty-five (35) feet south of the south line of W. 76th Street; for a period of ten (10) years from and after April 22, 1969.

The location of said raceway shall be as shown on print hereto attached, which by reference is made a part of this ordinance. Said raceway shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. The grantee shall keep that portion of the public way over said raceway in good condition and repair, safe for public travel and free from snow, ice and dirt, to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of one hundred thirty-one and no/100 dollars ($131.00) per annum, in advance, the first payment to be made as of April 22, 1969, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof before the structures and appliances herein authorized are removed and the public way is restored as herein required.

### *Grant to Judge & Dolph, Ltd.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority hereby are given and granted to Judge & Dolph, Ltd., a corporation, its successors and assigns, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a railroad switch track at street grade connecting with the easterly track of the Chicago, Milwaukee, St. Paul and Pacific Railroad in N. Nursery Street at a point fifteen (15) feet north of the southwesterly line thereof, thence south to the southwesterly line of N. Nursery Street, and across private property and across N. Lakewood Avenue from a point on the north line thereof fifty-one (51) feet southwesterly of the westerly line of N. Nursery Street; for a period of twenty (20) years from and after February 8, 1969.

The location of said railroad switch track shall be as shown in yellow on print hereto attached, which by reference is made a part of this ordinance. Said railroad switch track shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. The grantee shall keep that portion of the public way occupied by said railroad switch track in good condition and repair, safe for public travel and free from snow, ice and dirt, to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of four hundred and no/100 dollars ($400.00) per annum, in advance, the first payment to be made as of February 8, 1969, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof before the structures and appliances herein authorized are removed and the public way is restored as herein required.

### *Grant to The Lurie Company.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority hereby are given and granted to The Lurie Company, a corporation, its successors and assigns, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a vault, not exceeding seventy-six (76) feet five (5) inches in length, inside dimensions, eight (8) feet (8) inches in width, nor fifteen (15) feet in depth, under the east-west public alley south of W. Washington Street, known as W. Calhoun Place, in the rear of the building located at the southeast corner of N. La Salle Street and W. Washington Street; for a period of ten (10) years from and after December 19, 1968.

The location of said vault shall be as shown on print hereto attached, which by reference is made a part of this ordinance. Said vault shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. The grantee shall keep that portion of the public way over said vault in good condition and repair, safe for public travel and free from snow, ice and dirt, to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of nine hundred seventy-eight and no/100 dollars ($978.00) per annum, in advance, the first payment to be made as of December 19, 1968, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof before the structures and appliances herein authorized are removed and the public way is restored as herein required.

### *Grant to Metalcraft Corporation.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority hereby are given and granted to Metalcraft Corp., a corporation, its successors and assigns, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a railroad switch track at street grade on and along the easterly side of N. Marcey Street from a point on the east line thereof fifty (50) feet south of the south line of W. Wisconsin Street, thence northerly on and along the easterly side of N. Marcey Street and across W. Wisconsin Street for a distance of four hundred seven (407) feet into private property; for a period of twenty (20) years from and after March 9, 1969.

The location of said railroad switch track shall be as shown in yellow on print hereto attached, which by reference is made a part of this ordinance. Said railroad switch track shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. The grantee shall keep that portion of the public way occupied by said railroad switch track in good condition and repair, safe for public travel and free from snow, ice and dirt, to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of six hundred eighty-five and 50/100 dollars ($685.50) per annum, in advance, the first payment to be made as of March 9, 1969, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof before the structures and appliances herein authorized are removed and the public way is restored as herein required.

### *Grant to Phoenix Closures, Inc.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority hereby are given and granted to Phoenix Closures, Inc., a corporation, its successors and assigns, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a concrete tunnel five (5) feet by six (6) feet three (3) inches, inside dimensions, under and across W. 16th Street at a point two hundred twenty (220) feet west of the west line of S. Western Avenue; for a period of ten (10) years from and after November 15, 1968.

The location of said tunnel shall be as shown on print hereto attached, which by reference is made a part of this ordinance. Said tunnel shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. The grantee shall keep that portion of the public way over said tunnel in good condition and repair, safe for public travel and free from snow, ice and dirt, to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of three hundred and no/100 dollars ($300.00) per annum, in advance, the first payment to be made as of November 15, 1968, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilages herein granted the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof before the structures and appliances herein authorized are removed and the public way is restored as herein required.

### *Grant to Romanek-Golub & Company.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority hereby are given and granted to Romanek-Golub & Company, a corporation, its successors and assigns, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a vault thirty-two (32) feet in length nine (9) feet in width and fifteen (15) feet in depth, inside dimensions, underneath the surface of the north-south twenty-foot public alley west of N. Michigan Avenue from a point sixty-five (65) feet south of E. Lake Street southward a distance of thirty-two (32) feet, used in connection with the premises known as No. 180 N. Michigan Avenue; for a period of ten (10) years from and after January 16, 1968.

The location of said vault shall be as shown on print hereto attached, which by reference is made a part of this ordinance. Said vault shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. The grantee shall keep that portion of the public way over said vault in good condition and repair, safe for public travel and free from snow, ice and dirt, to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of five hundred forty and no/100 dollars ($540.00) per annum, in advance, the first payment to be made as of January 16, 1968, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof before the structures and appliances herein authorized are removed and the public way is restored as herein required.

### *Grant to Joseph T. Ryerson & Son, Inc.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority hereby are given and granted to Joseph T. Ryerson & Son, Inc., a corporation, its successors and assigns, upon the terms and subject to the conditions of this ordinance, to maintain and use as now installed six (6) six-inch conduits encased in concrete under and across W. 15th Street seven (7) feet eight (8) inches east of the east line of S. Rockwell Street; for a period of ten (10) years from and after April 4, 1969.

The location of said conduits shall be as shown on print hereto attached, which by reference is made a part of this ordinance. Said conduits shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. The grantee shall keep that portion of the public way over said conduits in good condition and repair, safe for public travel and free from snow, ice and dirt, to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of two hundred and no/100 dollars ($200.00) per annum, in advance, the first payment to be made as of April 4, 1969, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof before the structures and appliances herein authorized are removed and the public way is restored as herein required.

### *Grant to Sleepmakers Incorporated.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority hereby are given and granted to Sleepmakers Incorporated, a corporation, its successors and assigns, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a railroad switch track at street grade on a curve on and across W. 24th Place from a point on the north line thereof five hundred (500) feet west of the west line of S. Western Avenue to a point on the south line of said W. 24th Place four hundred eighty (480) feet west of said west line of S. Western Avenue; for a period of twenty (20) years from and after March 12, 1969.

The location of said railroad switch track shall be as shown in red on print hereto attached, which by reference is made a part of this ordinance. Said railroad switch track shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. The grantee shall keep that that portion of the public way occupied by said railroad switch track in good condition and repair, safe for public travel and free from snow, ice and dirt, to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of three hundred and no/100 dollars ($300.00) per annum, in advance, the first payment to be made as of March 12, 1969, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof before the structures and appliances herein authorized are removed and the public way is restored as herein required.

*Grant to Turtle Wax, Inc. (Vault and Conduits).*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority hereby are given and granted to Turtle Wax, Inc., a corporation, its successors and assigns, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a transformer vault underneath the sidewalk space and extending three (3) feet underneath the roadway of W. Willow Street easterly of N. Marcey Street, in front of the premises known as No. 1024 W. Willow Street. Said vault not exceeding thirty-six (36) feet in length, fifteen (15) feet in width nor fifteen (15) feet in depth, with two (2) openings in the public way over said vault five (5) feet five (5) inches by five (5) feet five (5) inches and ten (10) feet by four (4) feet six (6) inches, respectively, and connected with the catchbasin or sewer in W. Willow Street with a drain.. Also, to maintain and use as now installed seven (7) three and one-half (3½) inch conduits underneath the sidewalk space on the northerly side of W. Willow Street between said vault and the easterly line of N. Marcey Street; for a period of ten (10) years from and after April 15, 1969.

The location of said vault and conduits shall be as shown on print hereto attached, which by reference is made a part of this ordinance. Said vault and conduits shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. The grantee shall keep that portion of the pubic way over said vault and conduits in good condition and repair, safe for public travel over the same and free from snow, ice and dirt, to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of three hundred and no/100 dollars ($300.00) per annum, in advance, the first payment to be made as of April 15, 1969, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted the grantee shall, neverthless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof before the structures and appliances herein authorized are removed and the public way is restored as herein required.

*Grant to Turtle Wax, Inc. (Switch Track).*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority hereby are given and granted to Turtle Wax, Inc., a corporation, its successors and assigns, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a railroad switch track at street grade connecting with the existing tracks of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company in N. Kingsbury Street at a point two hundred ninety (290) feet southerly of the southerly line of N. Clifton Avenue, thence southeasterly on a curve to a point on the easterly line of said N. Kingsbury Street four hundred seventy (470) feet southerly of the said southerly line of N. Clifton Avenue, thence across private property and across the intersection of W. Wisconsin Street and N. Marcey Street from a point on the north line of W. Wisconsin Street ten (10) feet westerly of the westerly line of N. Marcey Street to a point on the easterly line of N. Marcey Street fifty-four (54) feet southerly of the southerly line of W. Wisconsin Street; for a period of twenty (20) years from and after March 8, 1969.

The location of said railroad switch track shall be as shown in yellow on print hereto attached, which by reference is made a part of this ordinance. Said railroad switch track shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. The grantee shall keep that portion of the public way occupied by said railroad switch track in good condition and repair, safe for public travel and free from snow, ice and dirt, to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of six hundred thirty and no/100 dollars ($630.00) per annum, in advance, the first payment to be made as of March 8, 1969, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof before the structures and appliances herein authorized are removed and the public way is restored as herein required.

*Grant to Wendnagel and Company, Inc.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority hereby are given and granted to Wendnagel and Company, Inc., a corporation, its successors and assigns, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a railroad switch track at street grade on and along the south side of W. Cermak Road and across S. Lumber Street, beginning at a point on the south side of W. Cermak Road one hundred (100) feet west of the westerly line of S. Lumber Street, thence east and southeasterly on a curve on and along the south side of W. Cermak Road and across S. Lumber Street to a point on the easterly line thereof twenty (20) feet southwesterly of the south line of W. Cermak Road; for a period of twenty (20) years from and after March 30, 1969.

The location of said railroad switch track shall be as shown in red on print hereto attached, which by reference is made a part of this ordinance. Said railroad switch shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. The grantee shall keep that portion of the public way occupied by said railroad switch track in good condition and repair, safe for public travel and free from snow, ice and dirt, to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of three hundred thirty-seven and 50/100 dollars ($337.50) per annum, in advance, the first payment to be made as of March 30, 1969, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof before the structures and appliances herein authorized are removed and the public way is restored as herein required.

*Grant to Worsham College of Mortuary Science.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority hereby are given and granted to the Worsham College of Mortuary Science, a corporation, its successor and assigns, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a vault in W. Grand Avenue adjoining the the southeast corner of N. Dearborn Street, extending under the widened roadway of W. Grand Avenue a distance of fifteen (15) feet three (3) inches, and shall not exceed eighty (80) feet in length, inside dimensions, connecting to an existing vault on N. Dearborn Street ten (10) feet three (3) inches in width and one hundred fifteen (115) feet three (3) inches in length; for a period of ten (10) years from and after March 1, 1969.

The location of said vault shall be as shown on sketch hereto attached, which by reference is made a part of this ordinance. Said vault shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. The grantee shall keep that portion of the public way over said vault in good condition and repair, safe for public travel and free from snow, ice and dirt, to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of three hundred sixty-five and no/100 dollars ($365.00) per annum, in advance, the first payment to be made as of March 1, 1969, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted the grantee shall nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provision hereof before the structures and appliances herein authorized are removed and the public way is restored as herein required.

On motion of Alderman Sain the proposed order transmitted with the pending committee report was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Fifielski, Hoellen, O'Rourke, Wigoda—41.

*Nays*—None.

The following is said order as passed:

*Ordered,* That the City Comptroller be and is hereby authorized to issue a permit to Pronto Food Corporation to use and occupy the unimproved east twenty (20) feet of N. Sacramento Avenue from the north line of W. Cornelia Avenue to a point two hundred twenty (220) feet north thereof, and the grantee shall furnish insurance coverage for public liability and property damage in amounts acceptable to the City Comptroller; for a period of three (3) years from and after March 30, 1969, at an annual compensation of seven hundred seventy and no/100 dollars ($770.00) per annum, payable annually in advance, said permit subject to revocation by either party on thirty (30) days' notice in writing, or may be revoked by the Mayor at any time in his discretion.

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### Ordinance Repealed Granting Permission and Authority to C. C. Realty Corp. to Maintain and Use Loading Platform.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass the following *repealing* ordinance transmitted therewith (which was referred to the committee on January 31, 1969):

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the ordinance passed by the City Council December 1, 1961, appearing on page 5817 of the Journal of the Proceedings of said date, which granted permission and authority to C. C. Realty Corporation to maintain and use a loading platform on the south side of W. Court Place, in the rear of the premises known as Nos. 656-658 W. Washington Boulevard; be and the same is hereby repealed as of November 15, 1968.

The City Comptroller is hereby authorized to cancel all outstanding Warrants for Collection subsequent to November 14, 1968.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

On motion of Alderman Sain the foregoing proposed *repealing* ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Fifielski, Hoellen, O'Rourke, Wigoda—41.

*Nays*—None.

### Ordinance Amended Granting Permission and Authority to Badger Pipe Line Co. to Install, Maintain and Operate Pipe Line for Transportation of Oil and Petroleum Products.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass the following proposed *amendatory* ordinance transmitted therewith:

WHEREAS, On September 10, 1954, the City Council of the City of Chicago passed an ordinance whereby permission was granted to the Badger Pipe Line Company to install, maintain and operate a pipe line for the transmission of oil, petroleum and petroleum products, through the right of way as described in said ordinance (C.J. pp. 8154-8155); and

WHEREAS, The Corps of Engineers, Department of the Army, requires a change in the channel of the Little Calumet River necessitating the relocation of the aforementioned pipe line as shown in detail on the plat attached hereto and made a part hereof and approved by the said Corps of Engineers, Department of the Army; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the first paragraph of Section 1 of the ordinance passed by the City Council on September 10, 1954 (C.J. pp. 8154-8155), be and the same is hereby amended to read as follows:

"Permission and authority hereby are given and granted to Badger Pipe Line Company, a corporation, its successors and assigns, upon the terms and subject to the conditions of this ordinance, to excavate for, install, maintain, operate, use, remove, replace, repair and relocate a private pipe line for the transmission and transportation of oil, petroleum and petroleum products, such relocation to be made when necessitated by governmental, physical or mechanical requirements and to be done under permit issued by and to the satisfaction of the Commissioner of the Department of Streets and Sanitation, said pipe line to consist of steel pipe twelve-inches (12″) in diameter and encased in a steel sleeve sixteen-inches (16″) in diameter at all crossings, for a period of twenty (20) years, under, along and across the following public streets and highways in the City of Chicago, to wit:"

SECTION 2. In all other respects, said ordinance of September 10, 1954, with all its provisions therein contained, together with the amendments herein provided, shall remain in full force and effect.

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

On motion of Alderman Sain the foregoing proposed *amendatory* ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Fifielski, Hoellen, O'Rourke, Wigoda—41.

*Nays*—None.

### Supt. of Maps Directed to Approve Plats of Dedication and Plat of Resubdivision.

The Committee on Local Industries, Streets and Alleys submitted reports recommending that the City Council pass the following three proposed ordinances transmitted therewith (which were referred to the committee on January 31, 1969):

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of dedication of W. 44th Street between S. Packers Avenue and S. Ashland Avenue, also S. Packers Avenue between W. 44th Street and a line 130 feet south of the center line of W. 43rd Street and between a line 105 feet north of the center line of said W. 43rd Street and a line approximately 343.38 feet north of said line, as shown colored in yellow on the attached plat, when the necessary certificates are shown on said plat.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of dedication of part of S. Packers Avenue between W. 44th Street and a line 635.84 feet south thereof, as shown colored in yellow on the attached plat, when the necessary certificates are shown on said plat.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of resubdivision of the property in the area bounded by W. Barry Avenue, W. Belmont Avenue, the right of way of the Chicago, Milwaukee, St. Paul and Pacific Railroad (being on the line of N. Nashville Avenue), and the first North-South public alley east thereof, as shown on the attached plat, when the necessary certificates are shown on said plat.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

On separate motions made by Alderman Sain *each* of the three foregoing proposed ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Fifielski, Hoellen, O'Rourke, Wigoda—41.

*Nays*—None.

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### Ordinance Repealed for Construction of Sewer, Etc. in Certain Alleys.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith (which was referred to the committee on January 17, 1969), to *repeal* the ordinance passed by the City Council on June 19, 1968, as is noted on page 3094 of the Journal of the Proceedings of said date, for construction of a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadways of the alleys between W. Berwyn Avenue, W. Foster Avenue, N. Kedzie Avenue and N. Sawyer Avenue.

On motion of Alderman Sain said proposed *repealing* ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Fifielski, Hoellen, O'Rourke, Wigoda—41.

*Nays*—None.

### East-West Public Alleys in Blocks Bounded by W. Madison St., W. Monroe St., S. La Salle St. and S. Wacker Dr. Named "W. Arcade Place".

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith (which was referred to the committee on March 14, 1969), for naming all of the east-west 18-foot public alleys in blocks bounded by W. Madison Street, W. Monroe Street, S. La Salle Street and S. Wacker Drive as "W. Arcade Place".

On motion of Alderman Sain said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Fifielski, Hoellen, O'Rourke, Wigoda—41.

*Nays*—None.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That all of the East-West Eighteen (18) foot public alleys, said alleys being on the line of W. Arcade Place, in the blocks bounded by W. Madison Street, W. Monroe Street, S. La Salle Street and S. Wacker Drive, be and the same are hereby named "W. Arcade Place".

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

### Conveyance of Property Accepted for Opening of Portion of North-South Public Alley in Block Bounded by W. 83rd St., W. 84th St., S. Karlov Av. and S. Kedvale Av.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (which was referred to the committee on July 11, 1968):

WHEREAS, It is desired to open a North-South 16-foot public alley between the north line of the East-West public alley and the south line of W. 83rd Street, being the northerly extension of the existing North-South 16-foot public alley in the block bounded by W. 83rd Street, W. 84th Street, S. Karlov Avenue and S. Kedvale Avenue; and

WHEREAS, The accompanying deed provides for such opening; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the accompanying deed from Standard Bank and Trust Company, as Trustee under Trust No. 1467, to the City of Chicago, providing for the opening of a North-South alley be accepted by the City of Chicago for public alley purposes:

Lot One (1) (except West 124.75 feet and except East 124.75 feet) in Block Forty-five (45) in Frederick H. Bartlett's City of Chicago Subdivision of Lots Two (2) and Three (3) in Assessor's Subdivision of Section Thirty-four (34), Township Thirty-eight (38) North, Range Thirteen (13) East of the Third Principal Meridian (except that part of the East 129 feet of the West half of the Southwest quarter of said Section Thirty-four (34) as lies in said Lot Three (3) and except Railroad) in Cook County, Illinois.

SECTION 2. The City Comptroller is hereby authorized and directed to file for record in the Office of the Recorder of Deeds of Cook County, Illinois, the accompanying deed.

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

On motion of Alderman Sain the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Fifielski, Hoellen, O'Rourke, Wigoda—41.

*Nays*—None.

### Conveyance of Property Accepted for Opening of Portion of S. Christiana Av. for Public Street Purposes.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (which was referred to the committee on January 17, 1969):

WHEREAS, It is desired to open S. Christiana Avenue 66 feet in width between a line approximately 189.16 feet South of W. 106th Street (as measured along the East line of S. Christiana Avenue) and a line 75.66 feet South of said line; and

WHEREAS, The accompanying deed provides for such opening; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the accompanying deed from Klein Brothers Real Estate Co., Inc., to the City of Chicago providing for opening part of S. Christiana Avenue described as follows, be accepted by the City of Chicago for public street purposes:

The South 2 feet of the East 66 feet of the West 296 feet of Lot 6 and the North 73.66 feet of the East 66 feet of the West 296 feet of Lot 7, in J. S. Hovland's Homan Avenue Subdivision of the West 20 acres of the East 40 acres of the South 60 acres of the Northeast Quarter of Section 14, Township 37 North, Range 13 East of the Third Principal Meridian.

SECTION 2. The City Comptroller is hereby authorized and directed to file for record in the Office of the Recorder of Deeds of Cook County, Illinois, the accompanying deed.

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

On motion of Alderman Sain the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Fifielski, Hoellen, O'Rourke, Wigoda—41.

*Nays*—None.

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### Northwesterly-Southeasterly Public Alley Vacated in Block Bounded by S. Archer Av., W. Cermak Road and S. Wentworth Av.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass a proposed ordinance (which was drafted and submitted in compliance with an order passed on May 20, 1968, page 2832) for the vacation of all of the northwesterly-southeasterly public alley running southeasterly from S. Archer Avenue, in the block bounded by S. Archer Avenue, W. Cermak Road and S. Wentworth Avenue.

On motion of Alderman Sain said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Fifielski, Hoellen, O'Rourke, Wigoda—41.

*Nays*—None.

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of public alley described in the following ordinance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That all of the Northwesterly-Southeasterly public alley lying Southwesterly of and adjoining the Southwesterly line of Lot Fourteen (14), lying Northeasterly of and adjoining the Northeasterly line of Lot Fifteen (15) and lying Northerly of and adjoining a line drawn from the Southeasterly corner of said Lot Fifteen (15) to its intersection with the Southeasterly and Southwesterly lines of said Lot Fourteen (14), in Subdivision of Lots Two (2) to Five (5) in Block Forty-five (45) of Canal Trustees' New Subdivision of Blocks in the East Fractional Quarter (E. Fract'l. ¼) of Section Twenty-one (21), Township Thirty-nine (39) North, Range Fourteen (14) East of the Third Principal Meridian; said part of public alley herein vacated being further described as all of the Northwesterly-Southeasterly public alley running Southeasterly from S. Archer Avenue, in the block bounded by S. Archer Avenue, W. Cermak Road and S. Wentworth Avenue, as colored in red and indicated by the words "TO BE VACATED" on the plat hereto attached, which plat for greater certainty is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The vacation herein provided for is made upon the express condition that within ninety (90) days after the passage of this ordinance, Louise Burg Hospital shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said public alley hereby vacated, the sum of one thousand five hundred and no/100 dollars ($1,500.00), which sum in the judgment of this body will be equal to such benefits; and further, shall within ninety (90) days after the passage of this ordinance deposit in the City Treasury of the City of Chicago a sum sufficient to defray all costs of removing paving and curb returns and constructing sidewalk and curb across the entrance to the part of public alley herein vacated, similar to the sidewalk and curb in S. Archer Avenue between W. Cermak Road and S. Wentworth Avenue. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Streets and Sanitation after such investigation as is requisite.

SECTION 3. This ordinance shall take effect and be in force from and after its passage subject to the conditions of Section Two (2) hereof, provided that the said Louise Burg Hospital shall within ninety (90) days after the passage of this ordinance, file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance.

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### Part of East-West Public Alley Vacated in Block Bounded by W. 56th St., W. 57th St., S. Claremont Av. and S. Western Av.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass a proposed ordinance (which was drafted and submitted in compliance with an order passed on October 9, 1968, page 3707) for the vacation of all that part of the first east-west public alley south of W. 56th Street lying between the east line of the north-south public alley extended north and a line

44 feet, more or less, east of and parallel thereto, in the block bounded by W. 56th Street, W. 57th Street, S. Claremont Avenue and S. Western Avenue.

On motion of Alderman Sain said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Fifielski, Hoellen, O'Rourke, Wigoda—41.

*Nays*—None.

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public alley described in the following ordinance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That all that part of the East-West Sixteen (16) foot public alley lying South of and adjoining the South line of Lots Five (5) and Six (6), lying North of and adjoining the North line of Lot Fifty-nine (59), lying East of and adjoining the West line of said Lot Fifty-nine (59) produced North Sixteen (16) feet and lying West of and adjoining the East line of said Lot Five (5) produced South Sixteen (16) feet, all in Block Four (4) of (Gavin's) Subdivision of the Northwest Quarter (N.W.¼) of the Northwest Quarter (N.W.¼) of Section Eighteen (18), Township Thirty-eight (38) North, Range Fourteen (14) East of the Third Principal Meridian (except Park and Boulevard, also except the East Four Hundred Twenty-four and Thirty-seven Hundredths (424.37) feet, lying South of the Boulevard); said part of public alley herein vacated being further described as all that part of the first East-West public alley South of W. 56th Street lying between the East line of the North-South public alley extended north and a line Forty-four (44) feet, more or less, East of and parallel thereto, in the block bounded by W. 56th Street, W. 57th Street, S. Claremont Avenue and S. Western Avenue, as colored in red and indicated by the words "TO BE VACATED" on the plat hereto attached, which plat for greater certainty is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The vacation herein provided for is made upon the express condition that within ninety (90) days after the passage of this ordinance, The Jesuit Fathers of Della Strada shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said part of public alley hereby vacated, the sum of one hundred and no/100 dollars ($100.00), which sum in the judgment of this body will be equal to such benefits.

SECTION 3. This ordinance shall take effect and be in force from and after its passage subject to the condition of Section Two (2) hereof, provided that The Jesuit Fathers of Della Strada shall within (90) days after the passage of this ordinance, file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance.

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## Provision Made for Opening of By-Pass Road Known as W. 63rd Parkway and Provision for Intercirculation Road Known as S. Peoria Dr.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council adopt a proposed resolution (which was drafted and submitted in compliance with an order passed on November 15, 1968, page 3809) providing for opening a by-pass road known as W. 63rd Parkway running westerly and southwesterly from S. Halsted Street at approximately W. 61st Place to W. 63rd Street at S. Morgan Street; also providing for an intercirculation road known as S. Peoria Drive running westerly and southerly from S. Halsted Street at W. 62nd Street, thence easterly to a point north of W. 65th Street at S. Halsted Street.

On motion of Alderman Sain said proposed resolution was *Adopted,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Fifielski, Hoellen, O'Rourke, Wigoda—41.

*Nays*—None.

The following is said resolution as adopted:

WHEREAS, The Urban Renewal Plan for Central Englewood Project Ill. R-47 was approved by the City Council July 8, 1964 and amended April 17, 1968; and

WHEREAS, Among other things, said Plan provides for opening a bypass road to be known as W. 63rd Parkway running Westerly and Southwesterly from S. Halsted Street at approximately W. 61st Place to W. 63rd Street at S. Morgan Street; also providing for an intercirculation road to be known as S. Peoria Drive running Westerly and Southerly from S. Halsted Street at W. 62nd Street, thence Easterly to a point North of W. 65th Street at S. Halsted Street; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

That the following described property shall be opened for public use as W. 63rd Parkway and S. Peoria Drive:

*W. 63rd Parkway*

A Tract of Land in the Southeast Quarter (S.E.¼) of Section Seventeen (17) and in the Northeast Quarter (N.E.¼) of Section Twenty (20), Township Thirty-eight (38) North, Range Fourteen (14) East of the Third Principal Meridian, comprising the following Lots, parts of Lots and parts of Streets and Alleys: All of Lots Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9) and Eighteen (18) and parts of Lots Three (3), Ten (10), Fifteen (15), Sixteen (16), Seventeen (17), Nineteen (19) and Twenty (20) in Lyon's Subdivision of Lots Five (5) and Six (6) of Crocker's Subdivision of the East part of the Southeast Quarter (S.E.¼) of the Southeast Quarter (S.E.¼) of said Section Seventeen (17); parts of Lots Seven

(7) and Eight (8) in Crocker's Subdivision aforementioned; part of Lot Fifty-two (52) of Ehrler and Hessert's Subdivision of the North Five and One-third (5⅓) acres of the South Nine and One-half (9½) acres of the Southeast Quarter (S.E.¼) of the Southeast Quarter (S.E.¼) of the Southeast Quarter (S.E.¼) of said Section Seventeen (17); parts of Lots One (1) to Twelve (12), both inclusive, and parts of Lots Thirty-one (31) to Forty-four (44), both inclusive, in Block One (1) of Crocker's Resubdivision of the South Half (S.½) of the West Half (W.½) of the Southeast Quarter (S.E.¼) of the Southeast Quarter (S.E.¼) of said Section Seventeen (17); all of Lots Twenty-one (21), Twenty-two (22), Twenty-three (23) and Twenty-four (24) and parts of Lots Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-five (25), Twenty-six (26), Twenty-seven (27) and Twenty-eight (28) in Block Two (2) of Crocker's Resubdivision of the South Half (S.½) of the West Half (W.½) of the Southeast Quarter (S.E.¼) of the Southeast Quarter (S.E.¼) of said Section Seventeen (17); all of the aforesaid Lots and parts of Lots including parts of streets and alleys lying within the perimeter of the following described tract of land:

Beginning at a point in the West line of S. Halsted Street (as widened), One Hundred Twenty-one and Seventy-nine Hundredths (121.79) feet North of the North line of W. 62nd Street; thence North Zero degrees, Zero minutes, Zero seconds (00°-00′-00″) East along the West line of said S. Halsted Street a distance of One Hundred Thirty (130) feet; thence South Forty-five degrees, Zero minutes, Zero seconds (45°-00′-00″) West along a straight line a distance of Fourteen and Fourteen-hundredths (14.14) feet to a point; thence North Eighty-nine degrees, Fifty-eight minutes, Fifty-seven seconds (89°-58′-57″) West along a straight line a distance of Two Hundred Eighty-four and Eighty-eight hundredths (284.88) feet to a point of curve; thence Southwesterly along the arc of a circle, tangent to the last described course, convex to the Northwest and having a radius of Three Hundred Fifty-six and Fifty-six Hundredths (356.56) feet, a distance of Three Hundred Eleven and Fourteen-hundredths (311.14) feet to a point of tangency; thence South Forty degrees, One minute, Fifteen seconds (40°-01′-15″) West along a straight line a distance of Eight Hundred Fifty-three and Fifty-three Hundredths (853.53) feet to a point of curve; thence Southwesterly along the arc of a circle, tangent to the last described course, convex to the Southeast and having a radius of Two Hundred Sixty-three and Fifty-nine Hundredths (263.59) feet, a distance of Two Hundred Twenty-nine and Eighty-five Hundredths (229.85) feet to the intersection of the West line of S. Morgan Street and the North line of W. 63rd Street; thence South Zero degrees, One minute, Two seconds (00°-01′-02″) West along a straight line a distance of Sixty-five and Ninety-seven Hundredths (65.97) feet to the South line of W. 63rd Street; thence South Eighty-nine degrees, Fifty-eight minutes, Thirty-seven seconds (89°-58′-37″) East along the South line of W. 63rd Street a distance of Three Hundred Ninety-seven and Forty-one Hundredths (397.41) feet to the East line of S. Sangamon Street; thence North Zero degrees, One minute, Two seconds (00°-01′-02″) East along a straight line a distance of Sixty-five and Ninety-three Hundredths (65.93) feet to the Northeast corner of W. 63rd Street and S. Sangamon Street; thence North Zero degrees, Zero minutes, Seventeen seconds (00°-00′-17″) West along the East line of said S. Sangamon Street a distance of One Hundred Fifty-six and Two-tenths (156.2) feet; thence North Forty degrees, One minute, Fifteen seconds (40°-01′-15″) East along a straight line a distance of Six Hundred Eighty and Thirty-one Hundredths (680.31) feet to a point of curve; thence Northeasterly along the arc of a circle, tangent to the last described course, convex to the Northwest and having a radius of Two Hundred Forty-six and Fifty-six Hundredths (246.56) feet, a distance of Two Hundred Fifteen and Fifteen-hundredths (215.15) feet to a point of tangency; thence South Eighty-nine degrees, Fifty-eight minutes, Fifty-seven seconds (89°-58′-57″) East along a straight line a distance of Two Hundred Eighty-four and Ninety-two Hundredths (284.92) feet to a point; thence South Forty-five degrees, Zero minutes, Zero seconds (45°-00′-00″) East along a straight line a distance of Fourteen and Fourteen-hundredths (14.14) feet to the point of beginninig.

*S. Peoria Drive*

A Tract of Land in the Southeast Quarter (S.E.¼) of Section Seventeen (17) and in the Northeast Quarter (N.E.¼) of Section Twenty (20), Township Thirty-eight (38) North, Range Fourteen (14) East of the Third Principal Meridian, comprising the following Lots, parts of Lots and parts of Streets and Alleys: Parts of Lot Eight (8) of Crocker's Subdivision of the East part of the Southeast Quarter (S.E.¼) of the Southeast Quarter (S.E.¼) of said Section Seventeen (17); parts of Lots Forty-eight (48) to Fifty-two (52), both inclusive, in Ehrler and Hessert's Subdivision of the North Five and One-third (5⅓) acres of the South Nine and One-half (9½) acres of the Southeast Quarter (S.E.¼) of the Southeast Quarter (S.E.¼) of the Southeast Quarter (S.E.¼) of said Section Seventeen (17); all of Lots Twenty-eight (28) and Twenty-nine (29) and parts of Lots Sixteen (16) to Twenty-seven (27), both inclusive, and part of Lot Thirty (30) all in Block Two (2) and part of Lot Twenty-three (23) in Block One (1), all in Lucy M. Green Addition to Chicago in said Section Twenty (20); all of Lot Twenty (20), part of Lot Nineteen (19) and parts of Lots Twenty-eight (28) to Forty-eight (48), both inclusive, in Block Eight (8) of Lucy M. Green Addition to Chicago aforementioned; all of the aforesaid Lots and parts of Lots including parts of streets and alleys lying within the perimeter of the following described tract of land:

Beginning at the intersection of the South line of Lot Eight (8) in Crocker's Subdivision aforementioned, and the West line of S. Halsted Street (as widened); thence North Zero degrees, Zero minutes, Zero seconds (00°-00′-00″) East along the West line of said S. Halsted Street a distance of Twenty-five (25) feet; thence North Eighty-nine degrees, Fifty-eight minutes, Fifty-seven seconds (89°-58′-57″) West along a line Twenty-five (25) feet North of and parallel with the South line of Lot Eight (8) in said Crocker's Subdivision a distance of One Hundred Twenty-four and One-hundredth (124.01) feet; thence South Zero degrees, Zero minutes, Seven Seconds (00°-00′-07″) West along the East line of a Sixteen (16) foot wide alley a distance of Seventeen and Forty-six Hundredths (17.46) feet; thence South Seventy-eight degrees, Two minutes, Forty-five seconds (78°-02′-45″) West a distance of Seventeen and Thirty-eight Hundredths (17.38) feet to a point One (1) foot West of the West line of a Sixteen (16) foot wide alley and Three and Ninety-four Hundredths (3.94) feet North of the North line of W. 62nd Street; thence Southwesterly along the arc of a circle, convex to the Southeast and having a radius of Two Hundred Forty-nine and Fifty-one Hundredths (249.51) feet, a distance of Eighty-two and Forty-three Hundredths (82.43) feet to a point of tangency with a straight line, thence North Eighty-nine degrees, Fifty-eight minutes, Thirty-three seconds (89°-58′-33″) West along said straight line a distance of Two Hundred Fourteen and Fifty-nine Hundredths (214.59) feet to a point of curve; thence Southwesterly along the arc of a circle, tangent to the last described course, convex to the Northwest and having a radius of Two Hundred Eleven and Seventeen Hundredths (211.17) feet, a distance of One Hundred Thirty-eight and Three-tenths (138.3) feet to an intersection with a straight line (said line being the Southeasterly line of W. 63rd Parkway); thence South Forty degrees, One minute, Fifteen seconds (40°-01′-15″) West along said straight line a distance of Ninety-one and Twenty-six Hundredths (91.26) feet; thence Southwesterly along the arc of a circle, convex to the Northwest and having a radius of Two Hundred Eleven and Seventeen-hundredths (211.17) feet, a distance of One Hundred One and Fifty-two Hundredths (101.52) feet to a point of tangency with a straight line; thence South Zero degrees, Zero minutes, Ten seconds (00°-00′-10″) East along said straight line a distance of Two Hundred Thirty-seven and Eighty-six Hundredths (237.86) feet; thence South Eighty-nine degrees, Fifty-nine minutes, Fifty seconds (89°-59′-50″) West a distance of Eight and Five-hundredths (8.05) feet to a point in the West line of S. Peoria Street; thence South Zero degrees, Zero minutes, Ten seconds (00°-00′-10″) West along the West line of said S. Peoria Street a distance of One Hundred Seventy-five and Five-hundredths (175.05) feet to the North line of W. 63rd Street; thence South Zero degrees, Two minutes, Six seconds (00°-02′-06″) West a distance of Sixty-five and Eighty-seven Hundredths (65.87) feet to the intersection of the South line of said W. 63rd Street and the West line of said S. Peoria Street; thence South Zero degrees, One minute, Two seconds (00°-01′-02″) East along the West line of said S. Peoria Street a distance of One Hundred Ninety-three and Sixteen-hundredths (193.16) feet; thence North Eighty-nine degrees, Fifty-nine minutes, Forty-nine seconds (89°-59′-49″) East a distance of Eight and Six-hundredths (8.06) feet; thence Southeasterly along the arc of a circle, convex to the Southwest and having a radius of Two Hundred Ninety (290) feet, a distance of One Hundred Two and Sixteen-hundredths (102.16) feet to a point of tangency; thence South Twenty degrees, Eleven minutes, Seventeen seconds (20°-11′-17″) East along a straight line a distance of Fifty-nine and Seventeen-hundredths (59.17) feet to a point of curve; thence Southeasterly along the arc of a circle, tangent to the last described course, convex to the East and having a radius of Two Hundred Forty (240) feet, a distance of Eighty-four and Fifty-one Hundredths (84.51) feet to a point of tangency with a straight line; thence South Zero degrees, Zero minutes, Forty-nine seconds (00°-00′-49″) East along said straight line a distance of Forty-five and Eleven-hundredths (45.11) feet to a point of curve; thence Southeasterly along the arc of a circle, tangent to the last described course, convex to the West and having a radius of One Hundred Twenty-five (125) feet, a distance of Thirty-five and Six-tenths (35.6) feet to a point in the East line of said S. Peoria Street; thence South Zero degrees, One minute, Two seconds (00°-01′-02″) East along the East line of said S. Peoria Street a distance of Eighty-four and Eighty-five Hundredths (84.85) feet to the North line of W. 64th Street; thence South Eighty-nine degrees, Fifty-seven minutes, Ten seconds (89°-57′-10″) East along the North line of said W. 64th Street and its Eastward extension, a distance of Two Hundred Seventy-one and Fifty-two Hundredths (271.52) feet; thence Southeasterly along the arc of a circle, convex to the Northeast and having a radius of Eighty-five (85) feet, a distance of One Hundred Three and Eighty-four Hundredths (103.84) feet to a point of tangency (said point of tangency being Three and Ninety-six Hundredths (3.96) feet West and Thirteen and Eighty-two Hundredths (13.82) feet South of the intersection of the South line of said W. 64th Street and the East line of S. Green Street); thence South Zero degrees, Zero minutes, Thirty-five seconds (00°-00′-35″) East along a straight line a distance of Three Hundred Sixty-one and Eighty-nine Hundredths (361.89) feet to a point of curve; thence Southeasterly along the arc of a circle, convex to the Southwest and having a radius of One Hundred Fifteen (115) feet, a distance of Thirty and Twenty-one Hundredths (30.21) feet to a point in the East line of said S. Green Street; thence South Zero degrees, Zero minutes, Twenty-four seconds (00°-00′-24″) East along the East line of said S. Green Street, a distance of Twenty-seven and Five-tenths (27.5) feet; thence Southeasterly along the arc of a circle, convex to the Southwest and having a radius of One Hundred Twenty-five (125) feet, a distance of One Hundred Thirty-six and Sixty-five Hundredths (136.65) feet to a point of tangency; thence South Eighty-nine degrees, Fifty-eight minutes, Thirty-two seconds (89°-58′-32″) East along a straight line a distance of Thirteen and Seventy-one Hundredths (13.71) feet to a point in the East line of Lot Twenty-eight (28) in Block Eight (8) of said Lucy M. Green Addition to Chicago; thence North Zero degrees, Zero minutes, Thirteen seconds (00°-00′-13″) West along the East line of Lot Twenty-eight (28) in said Block Eight (8) a distance of Two and Fifty-eight Hundredths (2.58) feet; thence South Eighty-nine degrees, Fifty-eight minutes, Fifty seconds (89°-58′-50″) East along the Westward extension of the South line of Lot Twenty (20) in said Block Eight (8) and along the South line of said Lot Twenty (20) in said Block Eight (8), a distance of One Hundred Thirty-three and Sixty-nine Hundredths (133.69) feet to a point in the West line of S. Halsted Street (as widened); thence North Zero degrees, Zero minutes, Zero seconds (00°-00′-00″) East along the West line of said S. Halsted Street a distance of Forty-two and Three-tenths (42.3) feet; thence North Eighty-nine degrees, Fifty-eight minutes; Thirty-two seconds (89°-58′-32″) West along a straight line a distance of One Hundred Thirty-three and Seven-tenths (133.7) feet to a point in the East line of Lot Thirty (30) in said Block Eight (8); thence North Zero degrees, Zero minutes, Thirteen seconds (00°-00′-13″) West along the East line of said Lot Thirty (30) in Block Eight (8) a distance of Five and Eleven-hundredths (5.11) feet; thence North Eighty-nine degrees, Fifty-eight minutes, Thirty-two seconds (89°-58′-32″) West along a straight line a distance of Thirteen and Sixty-eight Hundredths (13.68) feet to a point of curve; thence Northwesterly along the arc of a circle, convex to the Southwest, tangent to the last described course and having a radius of Seventy-five (75) feet, a distance of One Hundred Seventeen and Seventy-six Hundredths (117.76) feet to a point of tangency; thence North Zero degrees, Zero minutes, Thirty-five seconds (00°-00′-35″) West along a straight line a distance of Three Hundred Sixty-one and Eighty-nine Hundredths (361.89) feet to a point of curve (said point of curve being Thirty-six and Four Hundredths (36.04) feet East of the East line of S. Green Street and Thirteen and Eighty-two Hundredths (13.82) feet South of the South line of W. 64th Street); thence Northwesterly along the arc of a circle, tangent to the last described course, convex to the Northeast and having a radius of One Hundred Twenty-five (125) feet, a distance of One Hundred Ninety-six and Twenty-two Hundredths (196.22) feet to a point of tangency; thence North Eighty-nine degrees, Fifty-seven minutes, Ten seconds (89°-57′-10″) West along a straight line a distance of One Hundred Twenty-two and Sixty-seven Hundredths (122.67) feet to a point of curve; thence Northwesterly along the arc of a circle, convex to the Southwest and having a radius of Seventy-five (75) feet, a distance of One Hundred Seventeen and Seventy-three Hundredths (117.73) feet to a point of tangency; thence North Zero degrees, Zero minutes, Forty-nine seconds (00°-00′-49″) West along a straight line a distance of Forty-five and Eleven-hundredths (45.11) feet to a point of curve; thence Northwesterly along the arc of a circle, tangent to the last described course, convex to the Northeast and having a radius of Two Hundred Ninety (290) feet, a distance of One Hundred Two and Eleven-hundredths (102.11) feet to a point of tangency; thence North Twenty degrees, Eleven minutes, Seventeen seconds (20°-11′-17″) West along a straight line a distance of Sixty-nine and Eight-tenths (69.8) feet to a point in the North line of Lot Sixteen (16) in Block Two (2) of said Lucy M. Green Addition to Chicago; thence North Eighty-nine degrees, Fifty-seven minutes, Seventeen seconds (89°-57′-17″) West along the North line of said Lot Sixteen (16) in Block Two (2) a distance of Three and Twelve--hundredths (3.12) feet to a point in the East line of S. Peoria Street; thence North Zero degrees, One minute, Two seconds (00°-01′-02″) West along the East line of said S. Peoria Street a distance of Two Hundred Sixty-five and Ninety-eight Hundredths (265.98) feet to the South line of said W. 63rd Street; thence North Zero degrees, Two minutes, Six seconds (00°-02′-06″) East along a straight line a distance of Sixty-five and Eighty-five Hundredths (65.85) feet to the intersection of the North line of W. 63rd Street and the East line of S. Peoria Street; thence North Zero degrees, Zero minutes, Ten seconds (00°-00′-10″) East along the East line of said S. Peoria Street a distance of One Hundred Thirty-three (133) feet to a point Twelve (12) feet North of the South line of Lot Eleven (11) in Block One (1) of the Subdivision of the South Four and One-sixth (4-1/6) acres of the Southeast Quarter (S.E.¼) of the Southeast Quarter (S.E.¼) of the Southeast Quarter (S.E.¼) of said Section Seventeen (17); thence North Eighty-nine degrees, Fifty-nine minutes, Forty-five seconds (89°-59′-45″) West along a straight line a distance of Three and Eighty-five Hundredths (3.85) feet; thence North Two degrees, Forty-seven minutes, Forty-nine seconds (02°-47′-49″) West along a straight line a distance of Eighty-four and One-tenth (84.1) feet; thence North Zero degrees, Zero minutes, Ten seconds (00°-00′-10″) West along a straight line a distance of One Hundred Ninety-five and Ninety-five Hundredths (195.95) feet to a point of curve; thence Northeasterly along the arc of a circle, tangent to the last described course, convex to the Northwest and having a radius of One Hundred Sixty-one and Seventeen-hundredths (161.17) feet, a distance of Two Hundred Fifty-three and Twenty-four Hundredths (253.24) feet to a point of tangency; thence South Eighty-nine degrees, Fifty-eight minutes, Thirty-three seconds (89°-58′-33″) East along a straight line a distance of Two Hundred Fourteen and Fifty-nine Hundredths (214.59) feet to a point of curve; thence Northeasterly along the arc of a circle, tangent to the last described course, convex to the South and having a radius of Four Hundred Forty-five (445) feet, a distance of Seventy-four and Two-tenths (74.2) feet to a point (said point being Eight (8) feet West of the Northward extension of the West line of a Sixteen (16) foot wide alley and Fifteen and Sixty-seven Hundredths (15.67) feet North of the South line of W. 62nd Street); thence South Zero degrees, Zero minutes, Zero seconds (00°-00′-00″) East along a straight line a distance of Fifteen and Sixty-seven Hundredths (15.67) feet to a point in the South line of W. 62nd Street (said point being Eight (8) feet West of a Sixteen (16) foot wide alley); thence South Eighty-nine degrees, Fifty-eight minutes, Thirty seconds (89°-58′-30″) East along the South line of said W. 62nd Street a distance of One Hundred Forty-seven and Nine-tenths (147.9) feet to the intersection with the West line of S. Halsted Street; thence North Zero degrees, Nine minutes, Fifty-seven seconds (00°-09′-57″) East along a straight line a distance of Sixty-nine and Seven hundredths (69.07) feet to the point of beginning.

*Be It Further Resolved,* That the City of Chicago (Department of Urban Renewal) shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this resolution.

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### North-South Public Alley Vacated South of W. 85th St. between S. Perry and S. Lafayette Aves., Etc.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass a proposed ordinance (which was drafted and submitted in compliance with an order passed on March 20, 1968, page 2428) for the vacation of all of the north-south public alley in the area bounded by W. 85th Street, a line 65 feet, more or less, south thereof, said line being the south terminus of said alley, S. Lafayette and S. Perry Avenues.

On motion of Alderman Sain said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Fifielski, Hoellen, O'Rourke, Wigoda—41.

*Nays*—None.

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of public alley described in the following ordinance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That all of the North-South Sixteen (16) foot public alley lying West of and adjoining the West line of Lots Fifteen (15) and Sixteen (16), lying East of and adjoining the East line of Lots Seventeen (17) and Eighteen (18), and lying North of and adjoining a line drawn from the Southwest corner of said Lot Sixteen (16) to the Southeast corner of said Lot Seventeen (17), in Walsh's Subdivision in the East Half (E.½) of the Southeast Quarter (S.E.¼) of Section Thirty-three (33), Township Thirty-eight (38) North, Range Fourteen (14) East of the Third Principal Meridian; said public alley herein vacated being further described as all of the North-South public alley in the area bounded by W. 85th Street, a line Sixty-five (65) feet, more or less, South thereof, said line being the South terminus of said alley, S. Lafayette Avenue and S. Perry Avenue, as colored in red and indicated by the words "TO BE VACATED" on the plat hereto attached, which plat for greater certainty is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The vacation herein provided for is made upon the express condition that within ninety (90) days after the passage of this ordinance, Johnson Products Company, Inc., shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said public alley hereby vacated, the sum of one thousand three hundred and no/100 dollars ($1,300.00), which sum in the judgment of this body will be equal to such benefits.

SECTION 3. This ordinance shall take effect and be in force from and after its passage subject to the condition of Section Two (2) hereof, provided that the said Johnson Products Company, Inc. shall within ninety (90) days after the passage of this ordinance, file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance.

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## Provision Made for Opening of Northeasterly-Southwesterly Public Alley in Area Bounded by N. Milwaukee Av., Vacated N. Noble and N. Cleaver Sts.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council adopt a proposed resolution (which was drafted and submitted in compliance with an order passed on January 31, 1969, page 5013) providing for the opening of a northeasterly-southwesterly 20-foot public alley in the area bounded by N. Milwaukee Avenue, a line 144.5 feet northeasterly of and parallel with said N. Milwaukee Avenue, said line being the southwesterly line of a 20-foot public alley, vacated N. Noble Street and vacated N. Cleaver Street.

On motion of Alderman Sain said proposed resolution was *Adopted,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Fifielski, Hoellen, O'Rourke, Wigoda—41.

*Nays*—None.

The following is said resolution as adopted:

WHEREAS, The approved plan for Urban Renewal Project Noble-Division provides for opening a Northeasterly-Southwesterly 20 foot alley in the area bounded by N. Milwaukee Avenue, a line approximately 144.5 feet Northeasterly of and parallel with said N. Milwauke Avenue, said line being the Southwesterly line of a 20 foot public alley, vacated N. Noble Street and vacated N. Cleaver Street; and

WHEREAS, The City of Chicago is the owner of all of the property involved; now, therefore,

*Be It Resolved by the City Council of the City of Chicago:*

That the following described property shall be opened for public alley purposes:

The Northwesterly Twenty (20) feet of Lot Eleven (11) in Block One (1) of Chatfield's Addition to Chicago, being a Subdivision of Blocks Sixteen (16) and Seventeen (17) in Canal Trustees' Subdivision of the West Half (W.½) of Section Five (5), Township Thirty-nine (39) North, Range Fourteen (14) East of the Third Principal Meridian, except the Southeast Quarter (S.E.¼) of the Northwest Quarter (N.W.¼) of the Southwest Quarter (S.W.¼); and

*Be It Further Resolved,* That the City of Chicago (Department of Urban Renewal) shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this resolution.

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## Provisions Made for Closing of Part of W. Polk St. to Vehicular Traffic, for Opening of Part of City-Owned Property North of W. Polk St., for Pedestrian Use and for Turn-Around Purposes.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith (which was drafted and submitted in compliance with an order passed on June 23, 1967, page 498) providing, respectively, for the closing of the east eight feet of W. Polk Street to vehicular traffic west of and adjoining the west line of S. Loomis

Street; also providing for opening for pedestrian use only part of city-owned property north of and adjoining the part of W. Polk Street proposed to be closed; also for opening part of city-owned property on the north side of W. Polk Street for turn-around purposes, immediately west of that part of W. Polk Street proposed to be closed to vehicular traffic.

On motion of Alderman Sain said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Fifielski, Hoellen, O'Rourke, Wigoda—41.

*Nays*—None.

The following is said ordinance as passed:

WHEREAS, Urban Renewal Plan for Project Near West Side which, among other things, provides for closing the East 8 feet of W. Polk Street to vehicular traffic west of and adjoining the west line of S. Loomis Street, and

WHEREAS, The above referred to part of street to be closed will be landscaped and improved for pedestrian use only, and

WHEREAS, The owners of the property south of and adjoining the above referred to part of street to be closed have consented to said proposal, and

WHEREAS, The City of Chicago being the owner of the property north of and adjoining the part of W. Polk Street proposed to be closed, desires to open and develop part of said property for pedestrian use only as a part of the above referred to improvement; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. All that part of W. Polk Street lying between the West line of S. Loomis Street and a line Eight (8) feet west of and parallel thereto, be and the same is hereby closed to vehicular traffic, except the North Twenty (20) feet of the South Forty-three (43) feet thereof in which a lane shall be provided for Fire, Police and other casualty vehicles.

SECTION 2. This ordinance also provides that the following described City-owned property shall be opened and landscaped for pedestrian use only: The East Eight (8) feet of the South Fourteen (14) feet of Lot One (1) in Thomas Tynis' Resubdivision of Lots forty-eight (48), Forty-nine (49) and Fifty (50) in Block Three (3) of (Henry H. Honore's) Subdivision of Block Forty (40) in Canal Trustees' Subdivision of the West Half (W.½) and the West Half (W.½) of the Northeast Quarter (N.E.¼) of Section Seventeen (17), Township Thirty-nine (39) North, Range Fourteen (14) East of the Third Principal Meridian, be and the same is hereby opened for pedestrian use only.

SECTION 3. The City of Chicago (Department of Urban Renewal) shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance.

SECTION 4. This ordinance shall take effect and be in full force and effect from and after its passage, subject however, to the provision of Section Three (3) hereof.

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On motion of Alderman Sain the following proposed resolution submitted with the pending committee report was *Adopted,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Fifielski, Hoellen, O'Rourke, Wigoda—41.

*Nays*—None.

The following is said resolution as adopted:

WHEREAS, Urban Renewal Plan for Project Near West Side which, among other things, provides for opening for public street purposes part of the property on the north side of W. Polk Street west of S. Loomis Street, and

WHEREAS, The above referred to opening provides for additional turn-around area immediately west of that part of W. Polk Street proposed to be closed to vehicular traffic, and

WHEREAS, The City of Chicago is the owner of all of the property involved in said opening; now, therefore,

*Be It Resolved by the City Council of the City of Chicago:*

That the following described property shall be opened for use as a part of W. Polk Street:

All that part of Lot One (1) lying South and Southeasterly of the following described line: Commencing at a point on the East line of said Lot, Fourteen (14) feet North of the South line thereof; thence running West along a line Fourteen (14) feet North of and parallel with the South line of said Lot a distance of Forty (40) feet; thence Southwesterly along a straight line to a point on the West line of said Lot, One and Fifty-six Hundredths (1.56) feet North of the Southwest corner thereof, except the East Eight (8) feet of said Lot One (1), in Thomas Tynis' Resubdivision of Lots Forty-eight (48), Forty-nine (49) and Fifty (50) in Block Three (3) of (Henry H. Honore's) Subdivision of Block Forty (40) in Canal Trustees' Subdivision of the West Half (W.½) and the West Half (W.½) of the Northeast Quarter (N.E.¼) of Section Seventeen (17), Township Thirty-nine (39) North, Range Fourteen (14) East of the Third Principal Meridian; also all that part of Lot Forty-seven (47) lying Southeasterly of a line extending from a point on the South line of said Lot, Twenty (20) feet East of the Southwest corner thereof, to a point on the East line of said Lot, One and Fifty-six Hundredths (1.56) feet North of the Southeast corner thereof, in Block Three (3) of (Henry H. Honore's) Subdivision of Block Forty (40) in Canal Trustees' Subdivision aforementioned; and

*Be It Further Resolved,* That the City of Chicago (Department of Urban Renewal) shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this resolution.

### Part of W. Monroe St. and Adjacent Public Alley Vacated in Block Bounded by W. Monroe St., Vacated W. Monroe St., W. Adams St., S. Kedzie Av. and S. Spaulding Av.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith (which was referred to the committee on January 31, 1969) for the vacation of all that part of W. Monroe Street lying between S. Kedzie Avenue and a line 74 feet, more or less, west of and parallel with the west line of said S. Kedzie Avenue, and all of the east-west public alley lying between S. Spaulding Avenue and the east terminus of said alley, etc. in the block bounded by W. Monroe Street, vacated W. Monroe Street, W. Adams Street, S. Kedzie Avenue and S. Spaulding Avenue.

On motion of Alderman Sain said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Fifielski, Hoellen, O'Rourke, Wigoda—41.

*Nays*—None.

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public street and public alley described in the following ordinance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That all that part of W. Monroe Street lying North of and adjoining the North line of Lots One (1), Two (2) and Three (3) in Block Two (2), lying South of and adjoining the South line of Lots Forty-three (43), Forty-four (44) and Forty-five (45) in Block One (1) and lying East of and adjoining a line drawn from the Southwest corner of said Lot Forty-three (43) in Block One (1) to the Northwest corner of said Lot Three (3) in Block Two (2), all in Central Park Second Addition in the East Half (E.½) of the Northeast Quarter (N.E.¼) of Section Fourteen (14), Township Thirty-nine (39) North, Range Thirteen (13) East of the Third Principal Meridian, also described as being a Subdivision of Lots One (1), Two (2), Six (6), Seven (7), Eight (8), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Nineteen (19) and Twenty (20) in Superior Court Partition of the East Half (E.½) of the Northeast Quarter (N.E.¼) of the Northeast Quarter (N.E.¼) of said Section Fourteen (14); also all of the East-West Sixteen (16) foot public alley lying North of and adjoining the North line of Lots Nineteen (19), Twenty (20) and Twenty-one (21) in Block Two (2) of Central Park Second Addition aforementioned, lying South of and adjoining the South line of Lot Seven (7) in George C. Fetter's Subdivision of Lots Fifteen (15), Sixteen (16), Seventeen (17) and Eighteen (18) in Block Two (2) of Central Park Second Addition aforementioned, and lying West of and adjoining the East line of said Lot Twenty-one (21) in Block Two (2) of Central Park Second Addition aforementioned, produced North Sixteen (16) feet; said part of public street and public alley herein vacated being further described as all that part of W. Monroe Street lying between S. Kedzie Avenue and a line 74 feet, more or less, West of and parallel with the West line of said S. Kedzie Avenue, and all of the East-West public alley lying between S. Spaulding Avenue and the East terminus of said alley approximately Seventy-five (75) feet east of and parallel with the East line of E. Spaulding Avenue, in the block bounded by W. Monroe Street, vacated W. Monroe Street, W. Adams Street, S. Kedzie Avenue and S. Spaulding Avenue, as colored in red and indicated by the words "TO BE VACATED" on the plat hereto attached, which plat for greater certainty is hereby made a part of this ordinance, be and the same are hereby vacated and closed except for such rights as are reserved to the City of Chicago by Section Two (2) hereof, inasmuch as the same with the exception of the reservations contained in Section Two (2) hereof, are no longer required for public use and the public interest will be subserved by such vacations.

SECTION 2. The City of Chicago hereby reserves in the part of W. Monroe Street herein vacated, a right of way the full width of said street for an existing sewer, water main and City fire alarm and police telegraph equipment, and for the installation of any additional sewers, water mains, City fire alarm and police telegraph equipment or other municipally-owned service facilities now located or which in the future may be located in said part of W. Monroe Street herein vacated, and for the maintenance, renewal and reconstruction of such facilities. It is further provided that no buildings or other structures shall be erected on the said right of way herein reserved or other use made of said area, which in the judgment of the respective municipal officials having control of the aforesaid service facilities would interfere with the use, maintenance, renewal or reconstruction of said facilities or the construction of additional municipally-owned service facilities.

SECTION 3. The vacations herein provided for are made upon the express condition that within six (6) months after the passage of this ordinance, the Board of Education of the City of Chicago shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance.

SECTION 4. This ordinance shall take effect and be in full force and effect from and after its passage and approval, subject however, to the condition of Section Three (3) hereof.

### Parts of W. Fifth Av. and Parts of Public Alleys Vacated in Block Bounded by W. Fifth Av., North Line of W. Congress Parkway, S. Millard Av. and Vacated S. Lawndale Av.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass a proposed ordinance (which was drafted and submitted in compliance with an order passed on October 9, 1968, page 3710) for the vacation of the northwesterly 23 feet of W. Fifth Avenue between S. Millard Avenue and westerly terminus of W. Fifth Avenue easterly of vacated S. Lawndale Avenue, etc.; also all those parts of public alleys lying within the block bounded by W. Fifth Avenue, the north line of W. Congress Parkway, S. Millard Avenue and vacated S. Lawndale Avenue.

On motion of Alderman Sain said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Fifielski, Hoellen, O'Rourke, Wigoda—41.

*Nays*—None.

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of parts of public street and parts of public alleys described in the following ordinance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That all that part of the Northwesterly Twenty-three (23) feet of W. Fifth Avenue lying Northwesterly of and adjoining a line Forty-three (43) feet Northwesterly of and parallel with the Northwesterly line of Lots One (1) to Ten (10), both inclusive, lying Southwesterly of and adjoining the Northeasterly line of said Lot One (1) produced Northwesterly Sixty-six (66) feet, and lying Easterly of and adjoining the arc of a circle having a radius of thirty-six (36) feet, convex to the Southwest, tangent to the Northwesterly line of said W. Fifth Avenue and passing through the Northeasterly corner of Lot Eight (8), and all that part of the Southeasterly Twenty-three (23) feet of said W. Fifth Avenue lying Northwesterly of and adjoining the Northwesterly line of Lots One (1) to Seven (7), both inclusive, lying Southwesterly of and adjoining the Northeasterly line of said Lot One (1) produced Northwesterly Twenty-three (23) feet and lying Northeasterly of and adjoining the Southwesterly line of said Lot Seven (7) produced Northwesterly Twenty-three (23) feet, all in Block Two (2) in Subdivision of the East Half (E.½) of the Northwest Quarter (N.W.¼) of Section Fourteen (14), Township Thirty-nine (39) North, Range Thirteen (13) East of the Third Principal Meridian, lying South of Barry Point Road (except the West Two Hundred Fifty (250) feet thereof); also all that part of the Easterly-Westerly Sixteen (16) foot public alley together with all that part of the North-South Sixteen (16) foot public alley lying Southeasterly of and adjoining the Southeasterly line of Lots One (1) to Eight (8), both inclusive, lying Northwesterly and West of and adjoining the Northwesterly and West lines, respectively, of Lot Thirty-six (36), lying Westerly of and adjoining a line drawn from the Northeasterly corner of said Lot Thirty-six (36) to the Southeasterly corner of said Lot One (1), and lying Northerly and adjoining a line drawn from the Southwest corner of said Lot Thirty-six (36) to a point on the Southeasterly line of said Lot Eight (8), said point being Eighty-four and Ninety-one Hundredths (84.91) feet Northeasterly of the Southwesterly corner of Lot Eleven (11), as measured along the Southeasterly line of Lots Eight (8) to Eleven (11) inclusive, all in Block Two (2) in Subdivision of the East Half (E.½) of the Northwest Quarter (N.W.¼) of said Section Fourteen (14) aforementioned; said parts of public street herein vacated being further described as the Northwesterly Twenty-three (23) feet of that part of W. Fifth Avenue lying between S. Millard Avenue and the Westerly terminus of said W. Fifth Avenue Easterly of vacated S. Lawndale Avenue, and all that part of the Southeasterly Twenty-three (23) feet of W. Fifth Avenue lying between S. Millard Avenue and a line One Hundred Eighty-five and Seventy-five Hundredths (185.75) feet, more or less, Southwesterly of and parallel thereto, and said parts of public alleys herein vacated being further described as all those parts of the Easterly-Westerly and North-South public alleys lying within the block bounded by W. Fifth Avenue, and vacated W. Fifth Avenue, the North line of W. Congress Parkway, S. Millard Avenue and vacated S. Lawndale Avenue, as colored in red and indicated by the words "TO BE VACATED" on the plat hereto attached, which plat for greater certainty is hereby made a part of this ordinance, be and the same are hereby vacated and closed, except for such rights as are reserved to Commonwealth Edison Company, Illinois Bell Telephone Company and The Peoples Gas Light and Coke Company by Section Two (2) hereof, inasmuch as the same with the exception of the reservations contained in Section Two (2) hereof, are no longer required for public use and the public interest will be subserved by such vacations.

SECTION 2. The City of Chicago hereby reserves for the benefit of Commonwealth Edison Company and Illinois Bell Telephone Company, their successors or assigns, easements to operate, maintain, construct, replace and renew overhead poles, wires and associated equipment, and underground conduit, cables and associated equipment, for the transmission and distribution of electric energy and telephonic and associated services under, over and along the public alleys as herein vacated and the Northwesterly Twenty-three (23) feet of W. Fifth Avenue as herein vacated, with the right of ingress and egress. The City of Chicago also reserves for the benefit of the The Peoples Gas Light and Coke Company, the Southeasterly Twenty-three (23) feet of W. Fifth Avenue as herein vacated, as a right of way for existing underground facilities and for the operation, maintenance, repair, renewal and re-placement of such facilities and for the construction of additional facilities, with the right of ingress and egress at all times for any and all such purposes. It is further provided that no buildings or other structures shall be erected on the said right of way herein reserved for The Peoples Gas Light and Coke Company or other use made of said area which would interfere with the operation, maintenance, repair, renewal or replacement of said facilities, or the construction of additional facilities.

SECTION 3. The vacations herein provided for are made upon the express condition that within six (6) months after the passage of this ordinance, the Chicago Housing Authority shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance.

SECTION 4. This ordinance shall take effect and be in full force and effect from and after its passage and approval, subject however, to the condition of Section Three (3) hereof.

### Public Alleys Vacated in Block Bounded by W. Logan Blvd., N. Jones St. and Vacated N. Holly Av.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass a proposed ordinance (which was drafted and submitted in compliance with an order passed on July 11, 1968, page 3389) for the vacation of all of the public alleys in the block bounded by W. Logan Boulevard, a line 325 feet, more or less, southeasterly of and parallel with said W. Logan Boulevard, N. Jones Street and vacated N. Holly Avenue.

On motion of Alderman Sain said proposed ordinance was *Passed*, by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Fifielski, Hoellen, O'Rourke, Wigoda—41.

*Nays*—None.

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of public alleys described in the following ordinance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That all of the Northeasterly-Southwesterly Sixteen (16) foot public alley dedicated and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, May 31, 1956, Document No. 16595638, being the Northwesterly Sixteen (16) feet of Lot Twenty-six (26), in Block Three (3) of Jones' Subdivision of Lot Six (6), in the Snow Estate Subdivision in the Southwest Quarter (S.W.¼) of Section Thirty (30), Township Forty (40) North, Range Fourteen (14) East of the Third Principal Meridian; also all of the Northwesterly-Southeasterly Sixteen (16) foot public alley lying Northeasterly of and adjoining the Northeasterly line of Lots Eighteen (18) to Twenty-six (26), both inclusive, lying Southwesterly of and adjoining the Southwesterly line of Lots Thirty-five (35) to Thirty-eight (38), both inclusive, and lying Northwesterly of and adjoining the Southeasterly line of the Northwesterly Sixteen (16) feet of said Lot Twenty-six (26) produced Northeasterly Sixteen (16) feet, all in Block Three (3) of Jones' Subdivision aforementioned, and lying Southwesterly of and adjoining the Southwesterly line of Lot Six (6) in Colbert's Subdivision of Lots Thirty-nine (39) to Forty-three (43), both inclusive, and Lots Forty-eight (48) to Fifty-two (52), both inclusive, in Block Three (3) of Jones' Subdivision aforementioned; said public alleys herein vacated being further described as all of the public alleys in the block bounded by W. Logan Boulevard, a line Three Hundred Twenty-five (325) feet, more or less, Southeasterly of and parallel with said W. Logan Boulevard, N. Jones Street and vacated N. Holly Avenue, as colored in red and indicated by the words "TO BE VACATED" on the plat hereto attached, which plat for greater certainty is hereby made a part of this ordinance, be and the same are hereby vacated and closed, except for such rights as are reserved to Commonwealth Edison Company and Illinois Bell Telephone Company by Section Two (2) hereof, inasmuch as the same with the exception of the reservations contained in Section Two (2) hereof, are no longer required for public use and the public interest will be subserved by such vacations.

SECTION 2. The City of Chicago hereby reserves for the benefit of Commonwealth Edison Company and Illinois Bell Telephone Company, their successors or assigns, easements to operate, maintain, construct, replace and renew overhead poles, wires and associated equipment, and underground conduit, cables and associated equipment for the transmission and distribution of electric energy and telephonic and associated services under, over and along the public alleys as herein vacated, with the right of ingress and egress.

SECTION 3. The vacations herein provided for are made upon the express condition that within ninety (90) days after the passage of this ordinance, Anheuser-Busch, Inc., and The Glidden Company shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owners of the property abutting said public alleys hereby vacated, the sum of seventeen thousand six hundred and no/100 dollars ($17,600.00), which sum in the judgment of this body will be equal to such benefits; and further, shall within ninety (90) days after the passage of this ordinance deposit in the City Treasury of the City of Chicago a sum sufficient to defray all costs of removing paving and curb returns and constructing sidewalk and curb across the entrance to the Northeasterly-Southwesterly public alley herein vacated, similar to the sidewalk and curb in N. Jones Street between W. Logan Boulevard and a line approximately Three Hundred Twenty-five (325) feet Southeasterly of said W. Logan Boulevard, and removing paving and curb returns and constructing sidewalk and curb across the entrance to the Northwesterly-Southeasterly public alley herein vacated, similar to the sidewalk and curb in W. Logan Boulevard between N. Jones Street and vacated N. Holly Avenue. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Streets and Sanitation after such investigation as is requisite.

SECTION 4. This ordinance shall take effect and be in force from and after its passage subject to the conditions of Section Three (3) hereof, provided that the said Anheuser-Busch, Inc. and The Glidden Company shall within ninety (90) days after the passage of this ordinance, file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance.

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### Part of Northwesterly - Southeasterly Public Alley Vacated in Block Bounded by N. Northwest Highway, Chicago and North Western Ry., W. Devon Av. and N. Oketo Av.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass a proposed ordinance (which was drafted and submitted in compliance with an order passed on August 13, 1968, page 3520) for the vacation of the northwesterly 34.99 feet, more or less, of the northwesterly-southeasterly 16-foot public alley in the block bounded by N. Northwest Highway, the right of way of the Chicago and North Western Railway, W. Devon Avenue and N. Oketo Avenue.

On motion of Alderman Sain said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Fifielski, Hoellen, O'Rourke, Wigoda—41.

*Nays*—None.

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public alley described in the following ordinance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That all that part of the Northwesterly-Southeasterly Sixteen (16) foot public alley lying Southwesterly of and adjoining the Southwesterly line of Lot Six (6), lying Northeasterly of and adjoining the Northeasterly line of the right of way of the Chicago and North Western Railway and lying Northwesterly of and adjoining the Southeasterly line of said Lot Six (6) produced Southwesterly Sixteen (16) feet, in Dr. Frank S. Aby's Subdivision of that part of Lot Eight (8) in the Subdivision of that part of the East Half (E.½) of the Southeast Quarter (S.E. ¼) of Section Thirty-six (36), Township Forty-one (41) North, Range Twelve (12) East of the Third Principal Meridian, North of the Chicago and North Western Railway, lying Northwest of a line parallel to the Northwest line of said Lot Eight (8) and Three Hundred (300) feet, measured along the Northeasterly line of said Lot Eight (8), Southeast of the Northerly corner of said Lot Eight (8), and lying Southeast of a line parallel to the Northwest line of said Lot Eight (8) and Seventy-five (75) feet, measured along said Northeasterly line, Southeast of the Northerly corner of said Lot Eight (8); said part of public alley herein vacated being further described as the Northwesterly Thirty-four and Ninety-nine Hundredths (34.99) feet, more or less, of the Northwesterly-Southeasterly public alley in the block bounded by N. Northwest Highway, the right of way of the Chicago and North Western Railway, W. Devon Avenue and N. Oketo Avenue, as colored in red and indicated by the words "TO BE VACATED" on the plat hereto attached, which plat for greater certainty is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The vacation herein provided for is made upon the express condition that within ninety (90) days after the passage of this ordinance, 5848 W. Higgins Avenue Building Corporation shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said part of public alley hereby vacated, the sum of two thousand and no/100 dollars ($2,000.00), which sum in the judgment of this body will be equal to such benefits.

SECTION 3. This ordinance shall take effect and be in force from and after its passage subject to the condition of Section Two (2) hereof, provided that the said 5848 W. Higgins Avenue Building Corporation shall within ninety (90) days after the passage of this ordinance, file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance.

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## Irregular-Shaped Part of N. Lakewood Av. and Part of East-West Public Alley Vacated and Provision Made for Additional Turn-Around Area in Area Bounded by W. Irving Park Road, W. Bryon St., N. Clark St. and N. Wayne Av.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass a proposed ordinance (which was drafted and submitted in compliance with an order passed on August 13, 1968, page 3521) for the vacation of an irregular-shaped part of N. Lakewood Avenue together with that part of the east-west public alley not heretofore vacated, running east from N. Lakewood Avenue; also providing for the dedication of an irregular-shaped part of N. Lakewood Avenue to provide for additional turn-around area, all in the area bounded by W. Irving Park Road, W. Byron Street, N. Clark Street and N. Wayne Avenue.

On motion of Alderman Sain said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Fifielski, Hoellen, O'Rourke, Wigoda—41.

*Nays*—None.

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public street and public alley described in the following ordinance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That all that part of N. Lakewood Avenue dedicated and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, July 14, 1966, Document No. 19885294, being all that part of Lots Seven (7) and Eight (8) in Block One (1) of Elias Olson's Subdivision of the North Seven (7) acres of the East Half (E.½) of the Northwest Quarter (N.W.¼) of Section Twenty (20), Township Forty (40) North, Range Fourteen (14) East of the Third Principal Meridian, described as follows: Beginning at a point on the Westerly line of Lot Seven (7), said point being Six and Seventy-eight Hundredths (6.78) feet Southeasterly of the Northwesterly corner of said Lot; thence Southeasterly along a curve convex to the Southwest with a radius of Forty (40) feet, a distance of Forty-two and Seven Hundredths (42.07) feet to a point on the Northerly line of the South Four-fifths (S. 4/5) of Lot Eight (8), said point being also on the North line of the public alley heretofore dedicated; thence West on the North line of said alley heretofore dedicated, a distance of Twenty-three and Twenty-two Hundredths (23.22) feet to a point on the Easterly line of N. Lakewood Avenue, said Easterly line of N. Lakewood Avenue also being the Westerly line of Lots Seven (7) and Eight (8); thence Northwesterly along the Easterly line of N. Lakewood Avenue, a distance of Twenty-three and Twenty-two Hundredths (23.22) feet to the point of beginning; also all that part of original N. Lakewood Avenue lying Westerly of and adjoining the Westerly line of Lots Seven (7) and Eight (8), lying North of and adjoining the South line of said Lot Eight (8) produced West to the Easterly line of Lot Twenty-eight (28) and lying Easterly of and adjoining a line drawn from a point on the Easterly line of said Lot Twenty-eight (28) at its intersection with the South line of said Lot Eight (8) extended West, to a point on the Westerly line of said Lot Seven (7), said point being Six and Seventy-eight Hundredths (6.78) feet Southeasterly of the Northwesterly corner of said Lot, all in Block One (1) of Elias Olson's Subdivision aforementioned; also all of the East-West public alley dedicated and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, February 19, 1902, Document No. 3208346, being all that part of the South Four-fifths (S.4/5) of Lot Eight (8) in Block One (1) of Elias Olson's Subdivision aforementioned, lying West of a line measured at right angles to the South line of said Lot and drawn from a point on said South line, Twenty-nine and Sixty-one Hundredths (29.61) feet East of the Southwesterly corner of said Lot Eight (8); said part of public street herein vacated being further described as all that part of N. Lakewood Avenue lying North of the Westerly extension of the South line of the first East-West public alley South of W. Irving Park Road and lying East of a line drawn from the point of intersection of the Westerly line of N. Lakewood Avenue and the Westerly extension of the South line of said East-West public alley, to a point on the Easterly line of N. Lakewood Avenue, Two Hundred Six and Seventy-eight Hundredths (206.78) feet, more or less, Southeasterly of the South line of W. Irving Park Road, as measured along the Easterly line of said N. Lakewood Avenue, and said public alley herein vacated being further described as all of the first East-West public alley South of W. Irving Park Road, lying between N. Lakewood Avenue and a line Twenty-nine and Sixty-one Hundredths (29.61) feet East thereof, as measured along the South line of said alley, in the area bounded by W. Irving Park Road, W. Byron Street, N. Clark Street and N. Wayne Avenue, as colored in red and indicated by the words "TO BE VACATED" on the plat hereto attached, which plat for greater certainty is hereby made a part of this ordinance, be and the same are hereby vacated and closed, inasmuch as the same are no longer required for public use and the public interest will be subserved by such vacations.

SECTION 2. The vacations herein provided for are made upon the express condition that within six (6) months after the passage of this ordinance, the Chicago Housing Authority shall dedicate or cause to be dedicated to the public and open up for public use as a part of N. Lakewood Avenue, all that part of Lots Twenty-two (22) and Twenty-eight (28) in Block One (1) of Elias Olson's Subdivision aforementioned, taken as a single tract and described as follows: Commencing at a point on the Northeasterly corner of said tract, being the Northeasterly corner of Lot Twenty-eight (28); thence Southeasterly along the Easterly line of said Lots, said line being the Westerly line of N. Lakewood Avenue, a distance of Forty-seven and Thirty-five Hundredths (47.35) feet; thence Southwesterly along a curve convex to the Northwest with a radius of Forty (40) feet, a distance of Forty-three and Forty-two Hundredths (43.42) feet to the point of beginning of the herein described tract of land; thence West parallel with the North line of said single tract, a distance of Fifteen and Twenty-eight Hundredths (15.28) feet; thence North on a line drawn at right angles to the last described line a distance of Forty (40) feet to a point; thence West parallel with the North line of said tract a distance of Twenty-seven (27) feet to a point; thence South along a line drawn at right angles to the last described line a distance of Twenty-one (21) feet to a point; thence Southeasterly along a line forming an angle of One Hundred Fifty-three degrees, Forty-three minutes (153°-43′) as measured from North through East a distance of Forty-one and Twenty-six Hundredths (41.26) feet to a point; thence East along a line parallel with the North line of said tract a distance of Twenty-four (24) feet; thence North along a line drawn at right angles to the last described line a distance of Eighteen (18) feet to the point of beginning, as colored in yellow and indicated by the words "TO BE DEDICATED" on the aforementioned plat; and further, the said Chicago Housing Authority shall within six (6) months after the passage of this ordinance, file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with a plat properly executed and acknowledged showing the vacations and dedication herein provided for.

SECTION 3. This ordinance shall take effect and be in full force and effect from and after its passage and approval, subject however, to the conditions of Section Two (2) hereof.

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## Part of North-South Public Alley Vacated in Block Bounded by W. Foster Av., W. Farragut Av., N. Washtenaw Av. and N. California Av.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass a proposed ordinance (which was drafted and submitted in compliance with an order passed on May 8, 1968, page 2749) for the vacation of all of the first north-south 16-foot public alley west of N. Washtenaw Avenue, running south from W. Farragut Avenue; also providing for the dedication of an east-west public alley, all in the block bounded by W. Foster Avenue, W. Farragut Avenue, N. Washtenaw Avenue and N. California Avenue.

On motion of Alderman Sain said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Fifielski, Hoellen, O'Rourke, Wigoda—41.

*Nays*—None.

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of public alley described in the following ordinance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That all of the North-South Sixteen (16) foot public alley dedicated and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, December 4, 1956, Document No. 16771318, being the West Twelve and Two-thirds (12⅔) feet of Lot Two Hundred Fifty (250) and the East Three and One-third (3⅓) feet of Lot Two Hundred Fifty-one (251) in William H. Britigan's Budlong Woods Golf Club Addition, being a Subdivision of the South Half (S.½) of the West Half (W.½) of the Northeast Quarter (N.E.¼) of Section Twelve (12), Township Forty (40) North, Range Thirteen (13) East of the Third Principal Meridian; said public alley herein vacated being further described as all of the first North-South public alley West of N. Washtenaw Avenue, running South from W. Farragut Avenue, in the block bounded by W. Foster Avenue, W. Farragut Avenue, N. Washtenaw Avenue and N. California Avenue, as colored in red and indicated by the words "TO BE VACATED" on the plat hereto attached, which plat for greater certainty is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The vacation herein provided for is made upon the express condition that within ninety (90) days after the passage of this ordinance, Immanuel Mission Covenant Church shall dedicate or cause to be dedicated to the public and open up for public use as part of an alley, all that part of the East-West Sixteen (16) foot alley vacated by ordinance passed by the City Council September 10, 1956 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, December 4, 1956, Document No. 16771319, lying South of and adjoining the South line of Lots Two Hundred Forty-seven (247) to Two Hundred Fifty (250), both inclusive, lying North of and adjoining the North line of Lots Two Hundred Eighty-five (285) to Two Hundred Eighty-nine (289), both inclusive, and lying East of and adjoining the East line of the West Twelve and Two-thirds (12⅔) feet of said Lot Two Hundred Fifty (250) produced South Sixteen (16) feet, in William H. Britigan's Budlong Woods Golf Club Addition aforementioned, as colored in yellow and indicated by the words "TO BE DEDICATED" on the aforementioned plat; and further, shall within ninety (90) days after the passage of this ordinance, pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said public alley hereby vacated, the sum of six hundred and no/100 dollars ($600.00), which sum in the judgment of this body will be equal to such benefits.

SECTION 3. This ordinance shall take effect and be in force from and after its passage subject to the conditions of Section Two (2) hereof, provided that the said Immanuel Mission Covenant Church shall within ninety (90) days after the passage of this ordinance, file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with a plat properly executed and acknowledged showing the vacation and dedication herein provided for.

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### Public Alley Vacated in Block Bounded by W. 54th St., W. Archer Av., S. Neva Av. and S. Harlem Av.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass a proposed ordinance (which was drafted and submitted in compliance with an order passed on November 15, 1967, page 1281) for the vacation of all of the east-west public alley in the block bounded by W. 54th Street, W. Archer Avenue, S. Neva Avenue and S.. Harlem Avenue.

On motion of Alderman Sain said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Fifielski, Hoellen, O'Rourke, Wigoda—41.

*Nays*—None.

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of public alley described in the following ordinance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That all of the East-West Sixteen (16) foot public alley lying North of and adjoining the North line of Lots Twenty-three (23) to Thirty (30), both inclusive, lying South of and adjoining the South line of Lot Thirty-one (31) and lying East of and adjoining a line Twenty-two (22) feet East of and parallel with the West line of said Lot Thirty-one (31) produced South Sixteen (16) feet, said described line being the East line of S. Harlem Avenue as widened, all in Resubdivision of Lot Seventy-five (75) in Block Forty (40) in Resubdivision of Block Forty (40) and of Lot One (1) in Block Forty-one (41) in Frederick H. Bartlett's 3rd Addition to Bartlett Highlands, being a Subdivision in the Southwest Quarter (S.W.¼) of Section Seven (7), Township Thirty-eight (38) North, Range Thirteen (13) East of the Third Principal Meridian; said public alley herein vacated being further described as all of the East-West public alley in the block bounded by W. 54th Street, W. Archer Avenue, S. Neva Avenue and S. Harlem Avenue, as colored in red and indicated by the words "TO BE VACATED" on the plat hereto attached, which plat for greater certainty is hereby made a part of this ordinance, be and the same is hereby vacated and closed, except for such rights as are reserved to the City of Chicago and The Peoples Gas Light and Coke Company by Sections Two (2) and Three (3) hereof, inasmuch as the same with the exception of the reservations contained in Sections Two (2) and Three (3) hereof, is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The City of Chicago hereby reserves the East Fifteen (15) feet of the public alley as herein vacated, as a right of way for existing City electrical facilities and for the maintenance, renewal and reconstruction of said facilities, or the construction of additional municipally-owned electrical facilities.

SECTION 3. The City of Chicago hereby reserves for the benefit of The Peoples Gas Light and Coke Company, all of the East-West public alley as herein vacated, as a right of way for existing underground facilities and for the operation, maintenance, repair, renewal and replacement of such facilities and for the construction of additional facilities, with the right of ingress and egress at all times for any and all such purposes. It is further provided that no buildings or other structures shall be erected on the said right of way herein reserved or other use made of said area which would interfere with the operation, maintenance, repair, renewal or replacement of said facilities, or the construction of additional facilities.

SECTION 4. The vacation herein provided for is made upon the express condition that within ninety (90) days after the passage of this ordinance, Frank M. Phifer individually and Frank M. Phifer as Executor of Estate of Myrtle M. Phifer, William E. Parlin and Loretta R. Parlin and Michael G. Szela and Florence H. Szela shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owners of the property abutting said public alley hereby vacated, the sum of four thousand three hundred nine and no/100 dollars ($4,309.00), which sum in the judgment of this body will be equal to such benefits; and further, shall within ninety (90) days after the passage of this ordinance deposit in the City Treasury of the City of Chicago a sum sufficient to defray all costs of removing paving and curb returns and constructing sidewalk and curb across the entrances to the East-West public alley herein vacated, similar to the sidewalk and curb in S. Neva Avenue and S. Harlem Avenue, respectively, between W. 54th Street and W. Archer Avenue. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Streets and Sanitation after such investigation as is requisite.

SECTION 5. This ordinance shall take effect and be in force from and after its passage subject to the conditions of Section Four (4) hereof, provided that the said Frank M. Phifer individually and Frank M. Phifer as Executor of Estate of Myrtle M. Phifer, William E. Parlin and Loretta R. Parlin and Michael G. Szela and Florence H. Szela shall within ninety (90) days after the passage of this ordinance, file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance.

### Part of N. Frontier Av. Vacated.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass a proposed ordinance (which was drafted and submitted in compliance with an order passed on July 21, 1967, page 674) for the vacation of all that part of N. Frontier Avenue lying between W. Irving Park Road and the southerly terminus of said N. Frontier Avenue approximately 354 feet south thereof.

On motion of Alderman Sain said proposed ordinance was *Passed*, by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Fifielski, Hoellen, O'Rourke, Wigoda—41.

*Nays*—None.

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public street described in the following ordinance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That all that part of N. Frontier Avenue adjoining Lots Five (5) to Twelve (12), both inclusive, in Carson's and Chytraus' Addition to Chicago, being a Subdivision of Block One (1) in the Equitable Trust Company's Subdivision in Section Twenty-one (21), Township Forty (40) North, Range Fourteen (14) East of the Third Principal Meridian; said part of public street herein vacated being further described as all that part of N. Frontier Avenue lying between W. Irving Park Road and the Southerly terminus of N. Frontier Avenue approximately 354 feet South thereof, as colored in red and indicated by the words "TO BE VACATED" on the plat hereto attached, which plat for greater certainty is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The vacation herein provided for is made upon the express condition that within ninety (90) days after the passage of this ordinance, the American National Bank and Trust Company of Chicago, Trustee, Trust No. 22719, and The Exchange National Bank of Chicago, Trustee, Trust No. 5174, shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owners of the property abutting said part of public street hereby vacated, the sum of one hundred seventy-five thousand and no/100 dollars ($175,000.00), which sum in the judgment of this body will be equal to such benefits; and further, shall within ninety (90) days after the passage of this ordinance deposit in the City Treasury of the City of Chicago a sum sufficient to defray all costs of removing paving and curb returns and constructing sidewalk and curb across the entrance to the part of N. Frontier Avenue herein vacated, similar to the sidewalk and curb in W. Irving Park Road at N. Frontier Avenue. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Streets and Sanitation after such investigation as is requisite.

SECTION 3. This ordinance shall take effect and be in force from and after its passage subject to the conditions of Section Two (2) hereof, provided that the said American National Bank and Trust Company of Chicago, Trustee, Trust No. 22719 and The Exchange National Bank of Chicago, Trustee, Trust No. 5174 shall within ninety (90) days after the passage of this ordinance, file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance.

### Public Alleys Vacated in Block Bounded by W. Lawrence Av., W. Ainslie St., N. Ashland Av. and N. Paulina St.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass a proposed ordinance (which was drafted and submitted in compliance with an order passed on January 17, 1968, page 2194) for the vacation of all of the north-south 10-foot public alley together with all of the east-west 12-foot public alley, all lying east of the north-south 20-foot public alley, in the block bounded by W. Lawrence Avenue, W. Ainslie Street, N. Ashland Avenue and N. Paulina Street.

On motion of Alderman Sain said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Fifielski, Hoellen, O'Rourke, Wigoda—41.

*Nays*—None.

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of public alleys described in the following ordinance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That all of the North-South Ten (10) foot public alley together with all of the East-West Twelve (12) foot public alley lying South of and adjoining the South line of Lot Eight (8) in Block Two (2) of Keeney's Addition to Ravenswood, being a Subdivision of part of Sections Seven (7) and Eight (8), Township Forty (40) North, Range Fourteen (14) East of the Third Principal Meridian; lying West of and adjoining the West line of Lots One (1) to Five (5), both inclusive, lying East and Northeasterly of and adjoining the East and Northeasterly lines, respectively, of Lot Six (6) and lying North of and adjoining the North line of said Lot Six (6) and the North line of Lot Seven (7), in W. H. Whitehead's Subdivision of Lots Nine (9) to Fourteen (14), inclusive, in Block Two (2) of Keeney's Addition to Ravenswood aforementioned; said public alleys herein vacated being further described as all of the North-South Ten (10) foot public alley together with all of the East-West Twelve (12) foot public alley, all lying East of the North-South Twenty (20) foot public alley, in the block bounded by W. Lawrence Avenue, W. Ainslie Street, N. Ashland Avenue and N. Paulina Street, as colored in red and indicated by the words "TO BE VACATED" on the plat hereto attached, which plat for greater certainty is hereby made a part of this ordinance, be and the same are hereby vacated and closed, inasmuch as the same are no longer required for public use and the public interest will be subserved by such vacations.

SECTION 2. The vacations herein provided for are made upon the express condition that within ninety (90) days after the passage of this ordinance, Evanston Trust and Savings Bank, Trustee, Trust No. 794 shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said public alleys hereby vacated, the sum of thirteen thousand two hundred fourteen and no/100 dollars ($13,214.00), which sum in the judgment of this body will be equal to such benefits; and further, shall within ninety (90) days after the passage of this ordinance deposit in the City Treasury of the City of Chicago a sum sufficient to defray all costs of removing paving and curb returns and constructing sidewalk and curb across the entrance to the North-South public alley herein vacated, similar to the sidewalk and curb in W. Lawrence Avenue between N. Ashland Avenue and N. Paulina Street. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Streets and Sanitation after such investigation as is requisite.

SECTION 3. This ordinance shall take effect and be in force from and after its passage subject to the conditions of Section Two (2) hereof, provided that the said Evanston Trust and Savings Bank, Trustee, Trust No. 794, shall within ninety (90) days after the passage of this ordinance, file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance.

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### *Failed to Pass*—PROPOSED ORDINANCE FOR VACATING OF PUBLIC ALLEY IN BLOCK BOUNDED BY W. FULLERTON AV., W. MONTANA ST., N. LARAMIE AV. AND N. LOCKWOOD AV.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council *Do Not Pass* a proposed ordinance (re-referred to the committee on January 17, 1969) vacating part of the east-west 16-foot public alley in the block bounded by W. Fullerton Avenue, W. Montana Street, N. Laramie and N. Lockwood Avenue.

Alderman Sain moved to *Concur In* in the committee's recommendation. The question thereupon became: *"Shall the proposed ordinance Pass, the recommendation of the committee to the contrary notwithstanding?"*; and the question being put, said proposed ordinance *Failed to Pass,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Fifielski, Hoellen, O'Rourke, Wigoda—41.

*Nays*—None.

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### Ordinances Passed for Street and Alley Improvements by Special Assessment.

The Committee on Local Industries, Streets and Alleys, to which had been referred (on January 17, January 31 and March 14, 1969) thirty-eight proposed ordinances recommended by the Board of Local Improvements, submitted reports recommending that the City Council pass said thirty-eight proposed ordinances (transmitted therewith).

On separate motions made by Alderman Sain *each* of the said thirty-eight proposed ordinances was *Passed*, by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Fifielski, Hoellen, O'Rourke, Wigoda—41.

*Nays*—None.

The following are descriptive summaries of the said thirty-eight improvement ordinances as passed:

*Alley between W. Imlay St., W. Schreiber Av., N. Normandy Av. and N. Oak Park Av.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadway of the alley between W. Imlay Street, W. Schreiber Avenue, N. Normandy Avenue and N. Oak Park Avenue.

*Alley between N. Northwest Highway, Northerly Right-of-Way Line of Chicago and North Western Railroad, W. Foster Av. and N. Menard Av.*

An ordinance for grading, paving and otherwise improving the roadway of the alley from a point five hundred sixty-six feet northwesterly of the north line of W. Foster Avenue to the north line of W. Foster Avenue, as measured along the northerly line of the northwesterly-southeasterly alley between N. Northwest Highway, the northerly right-of-way line of the Chicago and North Western Railroad, W. Foster Avenue and N. Menard Avenue.

*Alleys between W. Irving Park Road, W. Forest Preserve Av., N. Osceola Av. and N. Olcott Av.—Sewers, Etc. and Grading, Paving and Improving.*

An ordinance for constructing tile pipe sewers with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadways of the alleys between W. Irving Park Road, W. Forest Preserve Avenue, N. Osceola Avenue and N. Olcott Avenue.

*Alley between W. Waveland Av., N. Elston Av., N. Sawyer Av. and N. Spaulding Av., Etc.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadway of the alley between W. Waveland Avenue, N. Elston Avenue, N. Sawyer Avenue and N. Spaulding Avenue; also that part of the alley from a line parallel with and eighteen feet north of the south line of W. Waveland Avenue to the south line of W. Waveland Avenue.

*Alley between W. Cornelia Av., W. Roscoe St., N. Overhill Av. and N. Ozark Av.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadway of the alley between W. Cornelia Avenue, W. Roscoe Street, N. Overhill Avenue and N. Ozark Avenue.

*Alleys between W. Addison St., W. Cornelia Av., N. Oleander Av. and N. Oriole Av.—Sewers, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadways of the alleys between W. Addison Street, W. Cornelia Avenue, N. Oleander Avenue and N. Oriole Avenue.

*Alley between W. 44th St., W. 45th St., S. Kedvale Av. and S. Keeler Av., Etc.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadway of the alley between W. 44th Street, W. 45th Street, S. Kedvale Avenue and S. Keeler Avenue; also that part of the alley from a line parallel with and eighteen feet north of the south line of W. 44th Street to the south line of W. 44th Street.

*Alleys between W. 47th St., W. 48th St., S. Komensky Av. and S. Karlov Av., Etc.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadways of the alleys between W. 47th Street, W. 48th Street, S. Komensky Avenue and S. Karlov Avenue; also that part of the east-west alley from a line parallel with and eighteen feet west of the east line of S. Karlov Avenue to the east line of S. Karlov Avenue.

*Alley between W. 48th St., W. 49th St., S. Kilpatrick Av. and S. Keating Av.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadway of the alley between W. 48th Street, W. 49th Street, S. Kilpatrick Avenue and S. Keating Avenue.

*Alley between W. 52nd St., W. 53rd St., S. McVicker Av. and S. Meade Av.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadway of the alley between W. 52nd Street, W. 53rd Street, S. McVicker Avenue and S. Meade Avenue.

*Alley between W. 52nd St., W. 53rd St., S. Nagle Av. and S. Natchez Av.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadway of the alley between W. 52nd Street, W. 53rd Street, S. Nagle Avenue and S. Natchez Avenue.

### *Alleys between W. 54th St., W. Archer Av., S. Sayre Av. and S. Nordica Av., Etc.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadways of the alleys between W. 54th Street, W. Archer Avenue, S. Sayre Avenue and S. Nordica Avenue; also that part of the east-west alley from a line parallel with and eighteen feet east of the west line of S. Sayre Avenue to the west line of S. Sayre Avenue.

### *Alleys between W. Archer Av., W. 56th St., S. Normandy Av. and S. Rutherford Av., Etc.—Grading, Paving and Improving.*

An ordinance for grading, paving and otherwise improving the roadways of the alleys between W. Archer Avenue, W. 56th Street, S. Normandy Avenue and S. Rutherford Avenue; also that part of the east-west alley from a line parallel with and eighteen feet east of the west line of S. Normandy Avenue to the west line of S. Normandy Avenue.

### *Alley between W. 58th St., W. 59th St., S. Oak Park Av. and S. Newcastle Av.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadway of the alley between W. 58th Street, W. 59th Street, S. Oak Park Avenue and S. Newcastle Avenue.

### *Alleys between W. 59th St., Indiana Harbor Belt Railroad, S. Melvina Av. and S. Merrimac Av. —Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadways of the alleys between W. 59th Street, Indiana Harbor Belt Railroad, S. Melvina Avenue and S. Merrimac Avenue.

### *Alley between W. 60th St., W. 61st St., S. Central Av. and S. Parkside Av.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadway of the alley between W. 60th Street, W. 61st Street, S. Central Avenue and S. Parkside Avenue.

### *Alleys between W. 63rd St., W. 64th St., S. Pulaski Road and S. Komensky Av., Etc.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadways of the alleys between W. 63rd Street, W. 64th Street, S. Pulaski Road and S. Komensky Avenue; also that part of the north-south alley from a line parallel with and eighteen feet south of the north line of W. 64th Street to the north line of W. 64th Street; also that part of the east-west alley from a line parallel with and twelve feet east of the west line of S. Pulaski Road to the west line of S. Pulaski Road.

### *Alleys between W. 63rd St., W. 63rd Pl., S. Long Av. and S. Linder Av.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadways of the alleys between W. 63rd Street, W. 63rd Place, S. Long Avenue and S. Linder Avenue.

### *Alley between W. 64th Pl., W. 65th St., S. Menard Av. and S. Mayfield Av.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadway of the alley between W. 64th Place, W. 65th Street, S. Menard Avenue and S. Mayfield Avenue.

### *Alley between E. 79th St., E. 80th St., S. Dante Av. and S. Dorchester Av.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadway of the alley between E. 79th Street, E. 80th Street, S. Dante Avenue and S. Dorchester Avenue.

### *North-South Alley from South Line of Lot 20 Produced East of James M. Bishop's Sub. of S. 115.3 Ft., Etc., between W. 80th St., W. 81st St., C.R.I. & P. RR. and S. Union Av.—Grading, Paving and Improving.*

An ordinance for grading, paving and otherwise improving the roadway of the north-south alley from the south line of Lot 20 produced east of James M. Bishop's Sub. of the S. 115.3 feet of the N. 12.30 chs. of that part of NW ¼, Sec. 33-38-14, lying W. of C.R.I. & P. RR. between W. 80th Street, W. 81st Street, C.R.I. & P. R.R. and S. Union Avenue.

### *Alleys between W. 80th St., W. 81st St., the Westerly Right-of-Way Line of C.R.I. & P. RR. and S. Union Av.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadways of the alleys between W. 80th Street, W. 81st Street, the westerly right of way line of the Chicago, Rock Island and Pacific Railroad and S. Union Avenue, excepting therefrom the north-south alley first east of S. Union Avenue from the south line of W. 80th Street to a line parallel with and one hundred fifteen and three-tenths feet south of the south line of W. 80th Street.

### *Alleys between E. 83rd St., E. 84th St., S. Vernon Av. and S. Dr. Martin Luther King Jr. Dr., Etc. —Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadways of the alleys between E. 83rd Street, E. 84th Street, S. Vernon Avenue and S. Dr. Martin Luther King Jr. Drive; also that part of the first north-south alley east of S. Dr. Martin Luther King Jr. Drive and first north of and intersecting E. 84th Street from a line parallel with and eighteen feet south of the north line of E. 84th Street to the north line of E. 84th Street.

### *Alley between E. 85th St., E. 85th Pl., S. Cregier Av. and S. East End Av.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadway of the alley between E. 85th Street, E. 85th Place, S. Cregier Avenue and S. East End Avenue.

### *Alley between E. 87th St., E. 87th Pl., S. St. Lawrence Av. and S. Eberhart Av.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadway of the alley between E. 87th Street, E. 87th Place, S. St. Lawrence Avenue and S. Eberhart Avenue.

### *Alley between W. 89th St., W. 90th St., S. Wallace St. and S. Lowe Av., Etc.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasin complete, and for grading, paving and otherwise improving the roadway of the alley between W. 89th Street, W. 90th Street, S. Wallace Street and S. Lowe Avenue; also that part of the alley from a line parallel with and twenty feet south of the north line of W. 90th Street to the north line of W. 90th Street.

### *Alley between W. 89th St., W. 90th St., S. Lowe Av. and S. Union Av., Etc.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manhole and new concrete catchbasin complete, and for grading, paving and otherwise improving the roadway of the alley between W. 89th Street, W. 90th Street, S. Lowe Avenue and S. Union Avenue; also that part of the alley from a line parallel with and twenty feet south of the north line of W. 90th Street to the north line of W. 90th Street.

### *Alleys between E. 89th Pl., E. 90th St., S. Dauphin Av. and S. Cottage Grove Av.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadways of the alleys between E. 89th Place, E. 90th Street, S. Dauphin Avenue and S. Cottage Grove Avenue.

### *Alley between W. 91st St., W. 92nd St., S. La Salle St. Produced North, and S. Wentworth Av.— Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadway of the alley between W. 91st Street, W. 92nd Street, S. La Salle Street produced north, and S. Wentworth Avenue.

### *Alleys between E. 94th St., E. 95th St., S. Eberhart Av. and S. Vernon Av., Etc.—Grading, Paving and Improving.*

An ordinance for grading, paving and otherwise improving the roadways of the alleys between E. 94th Street, E. 95th Street, S. Eberhart Avenue and S. Vernon Avenue; also that part of the east-west alley from a line parallel with and eighteen feet east of the west line of S. Eberhart Avenue to the west line of S. Eberhart Avenue and from a line parallel with and eighteen feet west of the east line of S. Vernon Avenue to the east line of S. Vernon Avenue.

### *Alleys between W. 94th St., W. 95th St., S. Emerald Av. and S. Halsted St., Etc.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadways of the alleys between W. 94th Street, W. 95th Street, S. Emerald Avenue and S. Halsted Street; also that part of the north-south alley from a line parallel with and eighteen feet north of the south line of W. 94th Street to the south line of W. 94th Street.

### *Alleys between E. 95th St., E. 96th St., S. Dr. Martin Luther King Jr. Dr., and S. Calumet Av., Etc.— Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadways of the alleys between E. 95th Street, E. 96th Street, S. Dr. Martin Luther King Jr. Drive and S. Calumet Avenue; also that part of the north-south alley from a line parallel with and twenty feet south of the north line of E. 96th Street to the north line of E. 96th Street.

### *Alleys between W. 95th St., W. 96th St., S. Parnell Av. and S. Wallace St., Etc.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadways of the alleys between W. 95th Street, W. 96th Street, S. Parnell Avenue and S. Wallace Street; also that part of the north-south alley from a line parallel with and eighteen feet south of the north line of W. 96th Street to the north line of W. 96th Street; also that part of the east-west alley from a line parallel with and eighteen feet east of the west line of S. Parnell Avenue to the west line of S. Parnell Avenue; and from a line parallel with and eighteen feet west of the east line of S. Wallace Street to the east line of S. Wallace Street.

### *Alley between W. 96th St., W. 97th St., S. Yale Av. and S. Princeton Av., Etc.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadway of the alley between W. 96th Street, W. 97th Street, S. Yale Avenue and S. Princeton Avenue; also that part of the alley from a line parallel with and eighteen feet north of the south line of W. 96th Street to the south line of W. 96th Street.

### *Alley between W. 101st St., W. 102nd St., S. Peoria St. and S. Sangamon St.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadway of the alley between W. 101st Street, W. 102nd Street, S. Peoria Street and S. Sangamon Street.

### *Improvement of W. Berwyn Av.*

An ordinance for grading, paving and improving W. Berwyn Avenue from the west line of N. Mont Clare Avenue to a line parallel with and twelve feet west of the east line of N. Harlem Avenue.

### *Improvement of N. Oketo Av.*

An ordinance for grading, paving and improving N. Oketo Avenue from a line parallel with and twelve feet northeasterly of the westerly line of N. Northwest Highway to the easterly line of N. Olmsted Avenue, produced southeasterly.

### *Improvement of W. Roscoe St. System.*

An ordinance for grading, paving and improving a system of streets as follows:

W. ROSCOE STREET SYSTEM:

| | |
|---|---|
| W. ROSCOE STREET | from the west line of N. Paris Avenue to the east line of N. Pioneer Avenue; |
| W. SCHOOL STREET | from the west line of N. Paris Avenue to the east line of N. Pioneer Avenue; |
| N. PIONEER AVENUE | from a line parallel with and three hundred thirteen feet north of the north line of W. Roscoe Street to the east, to a line parallel with and twenty-eight feet south of the north line of W. Belmont Avenue. |

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## Ordinance Passed for Construction of Sidewalk in Certain System of Streets.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, recommended by the Board of Local Improvements (which was referred to committee on March 14, 1969) for the construction of a concrete sidewalk six feet in width and one foot from the lot line towards the curb line in a system of streets as follows:

North side of W. 54th Street from the west curb line of S. Long Avenue to the east curb line of S. Central Avenue;

West side of S. Long Avenue beginning at the south line of the first alley south of the south curb line of S. Archer Avenue to the north line of W. 54th Street.

On motion of Alderman Sain said proposed ordinance was *Passed*, by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Fifielski, Hoellen, O'Rourke, Wigoda—41.

*Nays*—None.

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## Ordinances Passed for Laying of Drains and Lead Water Service Pipes in S. Melvina Av. System of Streets.

The Committee on Local Industries, Streets and Alleys, to which had been referred (on January 17, 1969) two proposed ordinances recommended by the Board of Local Improvements for the laying of drains and lead water service pipes in S. Melvina Avenue System, submitted reports recommending that the City Council pass said proposed ordinances (transmitted therewith).

On separate motions made by Alderman Sain *each* of the said two proposed ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Fifielski, Hoellen, O'Rourke, Wigoda—41.

*Nays*—None.

The following are descriptive summaries of the said ordinances as passed:

### *Drains in S. Melvina Av. System.*

An ordinance for the laying of the best quality of vitrified tile pipe of six inches internal diameter and five-eighths of an inch in thickness, laid with best quality of natural hydraulic cement mortar, in a system of streets as follows:

S. MELVINA AVENUE SYSTEM:

S. Moody Avenue from the south line of W. 51st Street to a line parallel with and one hundred seventy feet south of the south line of W. 54th Street; etc.

*Lead Water Service Pipes in S. Melvina Av. System.*

An ordinance for the laying of lead water service pipes, including brass taps and stop-cocks and iron shut-off boxes, in a system of streets as follows:

S. MELVINA AVENUE SYSTEM:

S. Moody Avenue from the south line of W. 51st Street to a line parallel with and one hundred seventy feet south of the south line of W. 54th Street; etc.

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### Ordinance Repealed for Construction of Sewer, Etc. and Grading, Paving and Improving Specified Alleys.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, recommended by the Board of Local Improvements (which was referred to the committee on March 14, 1969) to *repeal* the ordinance passed by the City Council on January 30, 1968, as is noted on page 2249 of the Journal of the Proceedings of said date, for constructing a tile pipe sewer with concrete manholes and catchbasins complete, and for grading, paving and otherwise improving the roadways of the alleys between W. 83rd Street, W. 84th Street, S. Karlov Avenue and S. Kedvale Avenue.

On motion of Alderman Sain said proposed *repealing* ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Fifielski, Hoellen, O'Rourke, Wigoda—41.

*Nays*—None.

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### Board of Local Improvements Requested to Institute Special-Assessment Proceedings for Paving of Certain Alley and Streets.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass the following proposed order transmitted therewith (as a substitute for proposed orders referred to the committee on January 31 and March 14, 1969):

*Ordered,* That the Board of Local Improvements is hereby requested to institute the necessary proceedings for the paving with concrete, by special assessment, of the roadways of the following described alley and streets:

North-south alley in the No. 6100 Block between S. Justine Street and S. Ashland Avenue;

S. St. Louis Avenue between W. 51st and W. 55th Streets;

W. 43rd Street between S. Kedzie and S. Drake Avenues.

On motion of Alderman Sain the foregoing substitute proposed order was *Passed.*

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## COMMITTEE ON PLANNING AND HOUSING.

### Approval Given to Mayor's Appointments of Mr. Patrick O'Malley as Chairman and Mrs. Mary Langdon as Member of Chicago Plan Commission.

The Committee on Planning and Housing submitted the following report:

CHICAGO, April 2, 1969.

*To the President and Members of the City Council:*

Your Committee on Planning and Housing, to which was referred (on March 14, 1969) a communication signed by Honorable Richard J. Daley, Mayor, appointing Mr. Patrick L. O'Malley, designated as Chairman, as a member of the Chicago Plan Commission for a term expiring January 25, 1974, and appointing Mrs. Mary Langdon as a member of the Chicago Plan Commission for a term expiring December 31, 1969, begs leave to recommend that Your Honorable Body approve the said appointments of Mr. O'Malley and Mrs. Langdon.

This recommendation was concurred in by 6 members of the committee, with no dissenting vote.

**Respectfully submitted,**

(Signed) PAUL T. WIGODA,
*Vice-Chairman.*

On motion of Alderman Wigoda the committee's recommendation was concurred in and said appointments of Mr. Patrick O'Malley and Mrs. Mary Langdon were *Approved,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Fifielski, Hoellen, O'Rourke, Wigoda—41.

*Nays*—None.

Alderman Janousek moved to *Reconsider* the foregoing vote. The motion was *Lost.*

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### Approval Given to Proposed Sale by Department of Urban Renewal of Certain Parcels of Land in Urban Renewal Project Lincoln Park II.

The Committee on Planning and Housing submitted the following report:

CHICAGO, April 8, 1969.

*To the President and Members of the City Council:*

Your Committee on Planning and Housing, having had under consideration a proposed ordinance transmitted with a communication addressed to the

Vice-Chairman of the Committee and signed by Mr. Lewis W. Hill, Commissioner, Department of Urban Renewal, under date of April 2, 1969, to approve the proposed sale by the Department of Urban Renewal of certain parcels of land in Urban Renewal Project Lincoln Park II (Ill. R-123), as approved by the Department by Resolution No. 69-DUR-48, adopted on April 1, 1969, a certified copy of which is attached to the ordinance, begs leave to recommend that Your Honorable Body pass the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 6 members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PAUL T. WIGODA,
*Vice-Chairman.*

On motion of Alderman Wigoda the proposed ordinance transmitted with the foregoing committee report was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Fifielski, Hoellen, O'Rourke, Wigoda—43.

*Nays*—Alderman Despres—1.

Alderman Janousek moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said ordinance as passed:

ORDINANCE

To Approve the Sale of Disposition Parcels I-1, I-2, and I-3 in Urban Renewal Project Lincoln Park II (Ill. R-123).

WHEREAS, The City Council of the City of Chicago heretofore approved a General Neighborhood Plan for Project Lincoln Park II; and

WHEREAS, Pursuant to said Plan, and the Neighborhood Development Program, the Department of Urban Renewal duly offered the parcels indicated below for sale, for uses in accordance with the Plans for said Project, and thereafter received a proposal from De Paul University; and

WHEREAS, The Department duly reviewed said proposal and the recommendations of its Staff and by Resolution dated April 1, 1969, No. 69-DUR-48, approved the proposal of the De Paul University; and

WHEREAS, Section 26 of the Urban Renewal Consolidation Act of 1961 provides that the sale of any real property by the Department of Urban Renewal, where required to be for a monetary consideration, except public sales, as provided in Section 18, shall be subject to the approval of the governing body of the municipality in which the real property is located; and

WHEREAS, The City Council has considered the proposals of said De Paul University for the redevelopment of said parcels, and it is the sense of the City Council that the proposals are satisfactory and in accordance with the criteria of the Department of Urban Renewal and the General Neighborhood Plan for said Project; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the sale of the parcels listed below, as identified on a Disposition Map for said Project on file with the Department of Urban Renewal, are approved as follows:

| *Purchaser* | *Parcel* | *Total Sq. Ft.* | *Price Per Sq.Ft.* | *Total* |
|---|---|---|---|---|
| De Paul | I-1 | 68,310 | $2.75 | $187,852.50 |
| University | I-2 | 62,000 | 2.75 | 170,500.00 |
| | I-3 | 21,700 | 2.75 | 59,675.00 |

provided said figures are subject to adjustment upon actual survey and determination of the square footage.

SECTION 2. That the Mayor is authorized to execute, and the City Clerk to attest, a contract and deed for the sale of said parcels in accordance with the above terms.

SECTION 3. This ordinance shall be effective upon its passage and approval.

### Approval Given for Acquisition and Sale by Department of Urban Renewal of Certain Parcels of Land in Slum and Blighted Area Redevelopment Project Madison-Canal.

The Committee on Planning and Housing submitted the following report:

CHICAGO, April 8, 1969.

*To the President and Members of the City Council:*

Your Committee on Planning and Housing, having had under consideration a proposed ordinance transmitted with a communication addressed to the Vice-Chairman of the Committee and signed by Mr. Lewis W. Hill, Commissioner, Department of Urban Renewal, under date of April 2, 1969, to approve the acquisition and sale by the Department of Urban Renewal of certain parcels of land in Slum and Blighted Area Redevelopment Project Madison-Canal, as approved by the Department by Resolution No. 69-DUR-49, adopted on April 1, 1969, a certified copy of which is attached to the ordinance, begs leave to recommend that Your Honorable Body pass the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 6 members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PAUL T. WIGODA,
*Vice-Chairman.*

On motion of Alderman Wigoda the proposed ordinance transmitted with the foregoing committee report was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Fifielski, Hoellen, O'Rourke, Wigoda—43.

*Nays*—Alderman Despres—1.

Alderman Janousek moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said ordinance as passed:

ORDINANCE

To Approve the Acquisition and Sale of Certain Parcels of Land in Slum and Blighted Area Redevelopment Project Madison-Canal.

WHEREAS, The City Council heretofore approved a Redevelopment Plan for Project Madison-Canal on December 20, 1967, and thereafter, on June 19, 1968, approved a Land Disposition Plan for said Project; and

WHEREAS, In accordance with said Land Disposition Plan the Department of Urban Renewal duly advertised the parcels indicated below for sale for uses in accordance with the Redevelopment Plan for said Project, and thereafter, the Department received proposals for the redevelopment of said parcels; and

WHEREAS, The Department duly reviewed said proposals and the recommendations of its staff and by Resolution No. 69-DUR-49 dated April 1, 1969, approved the proposal of the Madison-Canal Development Company; and

WHEREAS, Section 26 of the Urban Renewal Consolidation Act of 1961 and the Land Disposition Plan for said Project require the approval of the City Council for all sales except public sales of real property not sold within five years as provided in Section 18; and

WHEREAS, The City Council has considered the proposal as listed below, and it is the sense of the City Council that the proposal is satisfactory and in accordance with the criteria of the approved Redevelopment Plan and Land Disposition Plan for said Project; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That, upon the due acquisition of the respective parcels located within said Madison-Canal Project Area, the City of Chicago authorizes and approves the sale of the same to Madison-Canal Development Company, as follows:

| *Parcel* | *Square Feet* | *Price Per Sq. Ft.* | *Total* |
|---|---|---|---|
| 1 | 200,762.3 | $30.25 | $ 6,073,059.58 |
| 2 | 59,628.25 | 30.25 | 1,803,754.56 |
| 3 | 253,417.6 | 30.25 | 7,665,882.40 |
| 4 | 15,210.2 | 30.25 | 460,108.55 |
| 5 | 171,881.3 | 30.25 | 5,199,409.33 |
| | | | $21,202,214.42 |

as identified on a parcel map entitled "Parcel Disposition Map, dated March 31, 1969", attached hereto, and provided that said figures are subject to adjustment upon actual survey of the parcels to be conveyed, and subject further to an adjustment of the area upon vacation of any streets and determination of the actual square footages of said parcels.

SECTION 2. The City Comptroller is directed to provide a special account designated as the Madison-Canal Project Working Fund and is authorized to transfer available bond funds necessary to accomplish the objectives of said Project Madison-Canal, and in addition thereto such other funds that from time to time may be authorized by the City Council to said account as and when required to pay the going expenses of acquiring and clearing said Project Area. That in addition, the proceeds received from the sale of said land shall be deposited in the Madison-Canal Project Working Fund.

SECTION 3. In accordance with Section 5, Chapter 15 of the Municipal Code, the Department of Urban Renewal is directed to provide relocation assistance to families, individuals and other occupants of structures in the Project Area guided by the Federal Government regulations, procedures and allowances as provided under Title I of the Housing Act of 1949, and amendments thereof, and as set forth in Volume 30, No. 8 of the Federal Register, pages 439-443, dated January 13, 1965 and amendments thereof.

SECTION 4. The Department of Urban Renewal, in accordance with Chapter 67½ Ill. Rev. Stats. 1967, Sec. 12, is hereby directed to acquire all real property lying within the area heretofore designated as Project Madison-Canal.

SECTION 5. The Mayor is authorized to execute, and the City Clerk to attest a contract, substantially in the form attached hereto, and deeds for the sale of said parcels in accordance with the above terms.

SECTION 6. This ordinance shall be effective upon its passage and approval.

[Map and contract omitted for printing purposes]

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### Approval Given and Provision Made for Execution of Neighborhood Development Program Master and Funding Agreements.

The Committee on Planning and Housing submitted the following report:

CHICAGO, April 9, 1969.

*To the President and Members of the City Council:*

Your Committee on Planning and Housing, having had under consideration a proposed ordinance transmitted with a communication addressed to the Vice-Chairman of the Committee and signed by Mr. Lewis W. Hill, Commissioner, Department of Urban Renewal, under date of April 2, 1969, approving and providing for the execution of the Neighborhood Development Program Master and Funding Agreements, as approved by the Department by Resolution No. 69-DUR-52, adopted on April 1, 1969, a certified copy of which is attached to the ordinance, begs leave to recommend that Your Honorable Body pass the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 6 members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PAUL T. WIGODA,
*Vice-Chairman.*

On motion of Alderman Wigoda the proposed ordinance transmitted with the foregoing committee report was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Fifielski, Hoellen, O'Rourke, Wigoda—41.

*Nays*—None.

Alderman Janousek moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said ordinance as passed:

ORDINANCE

Approving Execution of Neighborhood Development Program Master and Funding Agreements.

WHEREAS, Under Title I of the Housing Act of 1949, as amended and supplemented, the United States of America (herein called the "Government") has tendered to the City of Chicago (herein called the "Local Public Agency") a Neighborhood Development Program Master Agreement and Funding Agreement No. Ill. A-1 (LG) No. 1 to make a Program Temporary Loan, Definitive Loan, and a Capital Grant to the Local Public Agency to aid in financing a Neighborhood Development Program, designated "Program No. Ill. A-1 (LG) No. 1", in the Urban Renewal areas described therein; and

WHEREAS, The Local Public Agency has given due consideration to said contracts; and

WHEREAS, The Local Public Agency is duly authorized under and pursuant to the constitution and laws of the State of Illinois to undertake and to carry out said program and execute said agreements; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The following areas included in the Neighborhood Development Program and said Master and Funding Agreements, are slum and blighted, or deteriorated, or deteriorating areas appropriate for urban renewal projects of the character contemplated by Title I of the Housing Act of 1949, as amended and supplemented:

*Lawrence-Kedzie:* An area generally bounded by the alley East of Kedzie Avenue and the Chicago River on the East; the alley North of Lawrence Avenue and Foster Avenue on the North; the alley West of Kedzie Avenue, Central Park Avenue and Kimball Avenue on the West; the alley South of Lawrence Avenue, Eastwood Avenue and Montrose Avenue on the South.

*Wilson-Ravenswood:* An area generally bounded by Wilson Avenue on the North, Damen Avenue on the West, Paulina Street on the East, and an irregular line between Wilson and Sunnyside Avenues on the South.

*Lakeview:* An area generally bounded by Belmont Avenue on the North; Broadway on the East; Diversey Avenue on the South, and Racine Avenue on the West.

*Lincoln Park:* An area generally bounded by Wrightwood Avenue and Diversey Parkway on the North; Lakeview Avenue, Lincoln Park West and Clark Street on the East; North Avenue on the South; Sheffield Avenue, Clybourn Avenue, the Milwaukee, St. Paul Railroad on the West, and Halsted Street on the West.

*Clybourn-Ogden:* An area generally bounded by North Avenue on the North, Ogden Avenue on the East; Division Street on the South, and the North Branch of the Chicago River on the West.

*Chicago-Orleans:* An area generally bounded by Division Street on the North; LaSalle Street on the East; Chicago Avenue on the South, Sedgwick Street on the West.

*East Humboldt Park-Near Northwest:* An area generally bounded by Fullerton Avenue on the North; the Kennedy Expressway on the East, the Chicago & Northwestern Railroad and Grand Avenue on the South, and California Avenue on the West.

*Central West:* An area generally bounded by Madison Street on the North; Racine Avenue on the East; the Eisenhower Expressway on the South; and Western and Campbell Avenues on the West.

*East Garfield:* An area generally bounded by Warren Avenue on the North; Kedzie Avenue on the East; Jackson Boulevard and the alley South of Madison Street on the South and Spaulding and Homan Avenues on the West.

*West Garfield:* An area generally bounded by Lake Street on the North; Pulaski Road on the East; West End Avenue on the South, and Keeler Avenue on the West.

*Austin:* An area generally bounded by Huron Street on the North; Central Avenue on the East; Lake Street on the South, and Waller Avenue on the West.

*Roosevelt-Halsted:* An area generally bounded by Roosevelt Road on the North; the Dan Ryan Expressway on the East; the Baltimore and Ohio Railroad on the South; and by Blue Island Avenue on the West.

*24th-Bell:* An area generally bounded by 24th Street on the North; Leavitt Street on the East; Coulter Street on the South and Bell Avenue on the West.

*35th-Parnell:* An area generally bounded by Parnell Avenue on the East; 35th Street on the South; Lowe Avenue on the West; and an irregular line North of 35th Street on the North.

*45th-Ashland:* An area generally bounded by 45th Street on the North; Loomis and Bishop Streets on the East; 47th Street on the South; and Ashland Avenue and the alley west of Ashland Avenue on the West.

*33rd-Michigan:* An area generally bounded by 31st Street on the North; Dr. Martin Luther King Jr. Drive on the East; 35th Street on the South and South Michigan Avenue on the West.

*Hyde Park-Kenwood:* An area generally bounded by 47th Street on the North; the Illinois Central Right of Way, South Shore Drive and Stony Island Avenue on the East; 59th Street on the South; Cottage Grove Avenue on the West.

*69th-South Chicago:* An area generally bounded by 69th Street on the North; Cottage Grove Avenue on the East; South Chicago Avenue on the South and West.

*73rd-Dobson:* An area generally bounded by 72nd Street on the North; University Avenue and the alley West of University Avenue on the East; 73rd Street on the South; and Dobson Avenue on the West.

*67th-Stony Island:* An area generally bounded by 67th Street and 69th Street on the North; the alley East of Stony Island Avenue, the alley East of East End Avenue and Cornell Avenue on the East; 70th Street, 71st and 68th Streets on the South, and the alley West of Stony Island Avenue and Blackstone Avenue on the West.

*Englewood:* An area generally bounded by Garfield Boulevard on the North; State Street on the East; 75th Street on the South, and Ashland Avenue on the West.

*79th-Racine:* An area generally bounded by 78th Street and the alley North of 79th Street on the North; the alley East of Halsted and Emerald Avenue on the East; the alley south of 79th Street and 80th Street on the South; and the alley West of Ashland Avenue and Marshfield Avenue on the West.

*87th-Mackinaw:* 87th and 89th Streets on the North; Mackinaw Avenue and Avenue O on the East; Harbor Avenue on the South; and the Baltimore & Ohio Railroad Right-of-Way on the West.

*Woodlawn:* An area generally bounded by 60th Street on the North; Stony Island Avenue on the East; 67th Street on the South; and the alley directly East of Champlain Avenue on the West.

*Grand Boulevard:* An area generally bounded as follows: Pershing Road on the North; Lake Michigan and Cottage Grove Avenue on the East; Federal Street on the West and 47th and 51st Streets on the South.

*Lawndale:* An area generally bounded as follows: Eisenhower Expressway on the North; Cermak Road on the South; Western and Oakley Avenues on the East; Cicero Avenue and Kenton Street on the West (excluding therefrom an area heretofore designated by Ordinance as a Neighborhood Service Program Area, adopted by the City Council on December 30, 1965, found in the Journal of the Proceedings on pages 6189 and 6190).

SECTION 2. The Agreements between the Government and the City of Chicago designated Neighborhood Development Program Master Agreement and Funding Agreement No. Ill. A-1 (LG) No. 1, both incorporated herein by reference, including the above urban renewal areas, under and subject to the provisions, terms and conditions of which the Government would make a Program Temporary Loan, a Definitive Loan and a Capital Grant under Title I of the Housing Act of 1949, as amended and supplemented, to the Local Public Agency to aid in financing designated Project No. Ill. A-1, situated in the City of Chicago, Illinois, is hereby in all respects accepted and approved.

SECTION 3. The Mayor of the City of Chicago is authorized to execute said agreements on behalf of the City of Chicago, and the City Clerk is authorized to attest and affix the Seal of the City thereto.

SECTION 4. The Local Public Agency agrees to abide by all of the provisions, terms and conditions of said contract.

SECTION 5. The Commissioner of Urban Renewal of the City of Chicago is hereby authorized and directed forthwith to send to the Department of Housing and Urban Development two certified copies of the proceedings of the Local Public Agency in connection with the adoption of this Ordinance, together with two certified copies of this Ordinance, and such further documents or proofs in connection with the acceptance of said contract as may be requested by the Government.

SECTION 6. This ordinance shall take effect from and after is passage and approval.

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### *Action Deferred*—ON PROPOSED ORDINANCE FOR APPROVAL OF PROPOSED SALE BY DEPARTMENT OF URBAN RENEWAL OF CERTAIN LAND IN URBAN RENEWAL PROJECT LINCOLN PARK I.

The Committee on Planning and Housing submitted the following report:

CHICAGO, April 8, 1969.

*To the President and Members of the City Council:*

Your Committee on Planning and Housing, having had under consideration a proposed ordinance transmitted with a communication addressed to the Vice-Chairman of the Committee and signed by Mr. Lewis W. Hill, Commissioner, Department of Urban Renewal, under date of April 2, 1969, to approve the proposed sale by the Department of Urban Renewal of certain land in Urban Renewal Project Lincoln Park I, as approved by the Department by Resolution No. 69-DUR-47, adopted on April 1, 1969, a certified copy of which is attached to the ordinance, begs leave to recommend that Your Honorable Body pass the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 4 members of the committee, with 2 dissenting votes.

Respectfully submitted,
(Signed) PAUL T. WIGODA,
*Vice-Chairman.*

Alderman Wigoda moved to Concur In the committee's recommendation and pass the proposed ordinance transmitted with the foregoing committee report.

Request being made by three aldermen present (Alderman Rayner, Cousins and Simon) to defer consideration of and action upon the foregoing committee report until the next regular meeting of the City Council, consideration thereof was *Deferred* and ordered published.

The following is the proposed ordinance transmitted with the foregoing committee report:

ORDINANCE

To Approve the Sale of Certain Land in Urban Renewal Project Lincoln Park I.

*Whereas,* The City Council of the City of Chicago did heretofore approve an Urban Renewal Plan for Urban Renewal Project Lincoln Park I; and

*Whereas,* The City Council did heretofore approve a Land Disposition Plan which provides for the sale and redevelopment of parcels of land for specified uses in said Project; and

*Whereas,* Pursuant to said Plans, the Department of Urban Renewal duly offered the following parcels for sale, and received proposals from various Redevelopers; and

*Whereas,* In the opinion of the Department of Urban Renewal, the offers hereinafter set forth represent the fair value of the land for uses in accordance with the Urban Renewal Plan, and the value to which such land should be made available in order that it may be developed or redeveloped for the purpose specified in the approved Urban Renewal Plan for the Project; and

*Whereas,* Said sales require the approval of the City Council of the City of Chicago; now, therefore

Be It Ordained by the City Council of the City of Chicago:

*Section 1.* The following offers for the parcels of land hereinafter set forth and further identified on a map of the Project in the Department's file entitled "Disposition Plat—Urban Renewal Project Lincoln Park I" be, and hereby are approved for acceptance:

| *Purchaser* | *Parcel* | *Total Sq. Ft.* | *Price Sq. Ft.* | *Total* |
|---|---|---|---|---|
| Ralph Anderson and Leo J. Zari | 42 R-C<br>42A R-C | 10,386.8<br>12,621.9 | $4.00<br>4.25 | $ 41,547.20<br>53,643.08 |
| Larrabee Court Associates | 16-North<br>16-A<br>16-South | 30,723.3<br>36,258.0<br>86,145.9 | 2.14<br>1.76<br>2.12 | 65,747.86<br>63,814.08<br>182,629.31 |

provided that the foregoing square foot areas and total prices are subject to correction upon actual survey to be furnished by the Department of Urban Renewal.

*Section 2.* This ordinance shall be effective upon its passage and approval.

## COMMITTEE ON POLICE, FIRE, CIVIL SERVICE, SCHOOLS AND MUNICIPAL INSTITUTIONS.

### Approval Given to Mayor's Appointment of Mrs. Evelyn D. Ogiela as Member of Chicago City College Board.

The Committee on Police, Fire, Civil Service, Schools and Municipal Institutions submitted the following report:

CHICAGO, April 2, 1969.

*To the President and Members of the City Council:*

Your Committee on Police, Fire, Civil Service, Municipal Institutions and Schools, to which was referred (on March 14, 1969) a communication signed by Honorable Richard J. Daley, Mayor, appointing Mrs. Evelyn D. Ogiela as a member of the Chicago City College Board to replace Mr. James Stewart Doyle, whose term expires June 17, 1970, begs leave to recommend that Your Honorable Body approve the said appointment of Mrs. Ogiela.

This recommendation was concurred in by 6 members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) EDWIN H. MCMAHON,
*Vice-Chairman.*

On motion of Alderman McMahon the committee's recommendation was Concurred In and said appointment of Mrs. Evelyn D. Ogiela was *Approved,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Fifielski, Hoellen, O'Rourke, Wigoda—41.

*Nays*—None.

## COMMITTEE ON TRAFFIC AND PUBLIC SAFETY.

### Portions of N. Kedzie and W. Pratt Aves. Included in Arterial Highway System of Chicago.

The Committee on Traffic and Public Safety submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (as a substitute for proposed orders referred to the Committee on December 20, 1968):

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That in accordance with Section 30-13 of the Municipal Code of the City of Chicago, the Arterial Highway System of the City of Chicago shall include the following:

N. Kedzie Avenue from W. Touhy Avenue to W. Pratt Avenue;

W. Pratt Avenue from N. Western Avenue to N. Kedzie Avenue.

SECTION 2. That the City Clerk be and he is hereby directed to transmit two certified copies of this ordinance to the Division of Highways of the Department of Public Works and Buildings of the State of Illinois, Springfield, Illinois, through the District Engineer of District No. 10 of the State Division of Highways.

SECTION 3. This ordinance shall take effect and be in force from and after its passage.

On motion of Alderman Wigoda said proposed substitute ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Fifielski, Hoellen, O'Rourke, Wigoda—41.

*Nays*—None.

### Regulations Prescribed, Discontinued or Changed in Reference to Parking of Vehicles on Sundry Streets.

The Committee on Traffic and Public Safety submitted reports recommending that the City Council pass five proposed ordinances transmitted therewith (as a substitute for a proposed ordinance previously referred to the committee) in reference to the parking of vehicles on sundry streets.

On separate motions made by Alderman Wigoda *each* of the said substitute proposed ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Fifielski, Hoellen, O'Rourke, Wigoda—41.

*Nays*—None.

Said ordinances as passed read respectively as follows (the Italic heading in each case not being a part of the ordinance):

*Prohibitions at All Times against Parking of Vehicles.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 27-413 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle at any time upon the following public ways in the areas indicated:

| *Public Way* | *Area* |
|---|---|
| W. 51st Street (south side) | From S. Central Avenue to S. Meade Avenue; |

| *Public Way* | *Area* |
|---|---|
| N. Knox Avenue (west side) | From a point 235 feet north of W. Wilson Avenue to a point 55 feet north thereof; |
| W. Lakeside Place (north side) | From a point 300 feet east of N. Sheridan Road to a point 40 feet east thereof; |
| N. Nashville Avenue (west side) | From W. George Street to W. Barry Avenue; |
| W. 99th Street (north side) | From the alley west of S. Prospect Avenue to S. Vanderpoel Avenue; |
| S. Richmond Street (west side) | From a point 400 feet south of W. 47th Street to a point 100 feet south thereof. |

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

*Discontinuance of Parking Prohibitions at All Times on Portions of Sundry Streets.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the ordinances passed by the City Council on the dates and pages of the Council Journals noted below prohibiting parking of vehicles at all times on portions of sundry streets, be and the same are hereby amended by striking therefrom the following:

| | |
|---|---|
| 4708-10 W. North Avenue | July 10, 1935, Page 340 |
| 4032 W. George Street | January 24, 1951, Page 7825 |
| 5615-17 W. 63rd Street | September 20, 1951, Page 916 |
| 9857-59 S. Ewing Avenue | September 4, 1940, Page 3075 |
| 1615 S. St. Louis Avenue | December 22, 1950, Page 7552 |
| 1100 W. Lawrence Avenue | January 20, 1950, Page 5772 |
| 3816 W. Madison Street | October 28, 1949, Page 4949 |
| 5540 S. Everett Avenue | December 21, 1930, Page 1456 |
| 6033 S. Racine Avenue | November 16, 1953, Page 6029 |
| 3608 S. Vernon Avenue | March 1, 1948, Page 1968. |

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

*Prohibitions against Parking of Vehicles during Specified Hours on Portions of Certain Streets.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 27-414 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle upon the following public ways in the areas indicated, during the hours specified:

| *Public Way* | *Limits and Time* |
|---|---|
| N. Astor Street (east side) | From W. Division Street to W. North Boulevard—9:00 A.M. to 11:00 A.M.—except on Saturdays, Sundays and holidays; |
| S. Kilbourn Avenue (east side) | From a point 20 feet north of W. 14th Street to a point 124 feet north thereof—8:00 A.M. to 6:00 P.M.—except on Saturdays, Sundays and holidays; |
| S. Kilbourn Avenue (west side) | From a point 20 feet south of the extended south property line of W. 14th Street to a point 36 feet south thereof—8:00 A.M. to 6:00 P.M.—except on Saturdays, Sundays and holidays; |
| S. Kilbourn Avenue (west side) | From a point 20 feet north of the extended north property line of W. 14th Street to a point 40 feet north thereof—8:00 A.M. to 6:00 P.M.—except on Saturdays, Sundays and holidays; |
| S. Kilbourn Avenue (west side) | From a point 163 feet north of the extended north property line of W. 14th Street to a point 105 feet north thereof—8:00 A.M. to 6:00 P.M.—except on Saturdays, Sundays and holidays; |
| N. Ravenswood Avenue (west side) | From a point 100 feet north of W. Lunt Avenue to a point 50 feet north thereof —8:00 A.M. to 6:00 P.M.—except on Saturdays, Sundays and holidays. |

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

*Discontinuance of Parking Prohibitions during Specified Hours on Portions of Certain Streets.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the ordinance passed May 6, 1959, printed on page 161 of the Journal of the Proceedings of said date, prohibiting the parking of vehicles during specified hours on portions of sundry streets, be and the same is hereby amended by striking therefrom the following:

| | |
|---|---|
| "W. 51st Street (south side) | Between S. Meade Avenue and S. Mason Avenue—8:00 A.M. to 10:00 A.M.—except on Saturdays, Sundays and holidays". |

SECTION 2. That the ordinances passed by the City Council on the dates and pages of the Council Journals noted below prohibiting parking of vehicles during specified hours on portions of sundry streets, be and the same are hereby amended by striking therefrom the following:

| *Location* | *Date of Passage* |
|---|---|
| 228 W. 63rd Street—1:00 P.M. to 9:00 P.M. | January 24, 1951, Page 7826 |
| 3608 S. Vernon Avenue—7:00 A.M. to 1:00 P.M. | December 22, 1950, Page 7522 |
| W. Fifth Avenue—(south side) from a point 162 feet east of S. Spaulding Avenue to a point 95 feet east thereof—8:00 A.M. to 6:00 P.M. | December 20, 1965, Page 6159 |

| *Location* | *Date of Passage* |
|---|---|
| N. Austin Avenue between W. Eddy Street and W. Cornelia Avenue—7:00 A.M. to 9:00 P.M. | December 23, 1959, Pages 1844-45. |

SECTION 3. This ordinance shall take effect and be in force from and after its passage.

### *Amendment or Discontinuance of Limitation on Parking of Vehicles during Specified Hours on Portions of Certain Streets.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the ordinance passed September 19, 1957, printed on pages 6023-6024 of the Journal of the Proceedings of said date, restricting the parking of vehicles during specified hours on portions of sundry streets, be and the same is hereby amended by striking the words "N. Kildare Avenue" relating to W. Cortez Street, and inserting in lieu thereof "N. Kostner Avenue".

SECTION 2. That the ordinances passed by the City Council on the dates and pages of the Council Journals noted below restricting the parking of vehicles during specified hours on portions of sundry streets, be and the same are hereby amended by striking therefrom the following:

| *Location* | *Date of Passage* |
|---|---|
| 5514-5516 W. Chicago Avenue —30 minutes—7:30 A.M. to 7:30 P.M. | November 15, 1950, Page 7133 |
| 4708-4710 W. North Avenue —1 hour—8:00 A.M. to 6:00 P.M. | March 2, 1951, Page 7970 |
| 5132 W. Madison Street—1 hour—8:00 A.M. to 6:00 P.M. | January 24, 1951, Page 7834 |
| W. Hubbard Street (south side)—1 hour—from N. Western Avenue to N. Claremont Avenue—9:00 A.M. to 6:00 P.M. | September 21, 1962, Page 7755 |
| W. Grand Avenue (north side) from a point 75 feet east of N. Mobile Avenue to a point 50 feet east thereof—1 hour—6:00 P.M. to 9:00 P.M. | December 12, 1967, Page 1386 |
| 5017-25 W. Madison Street—1 hour—8:00 A.M. to 6:00 P.M. | January 24, 1951, Page 7826 |
| 2644-2652 W. Cermak Road—1 hour—8:00 A.M. to 6:00 P.M. | December 22, 1950, Page 7553 |
| 2439-41 S. Oakley Avenue—1 hour—8:00 A.M. to 6:00 P.M. | December 1, 1950, Page 7213 |
| 5133 W. Madison Street—1 hour—8:00 A.M. to 6:00 P.M. | December 22, 1950, Page 7553 |
| S. Lorel Avenue (both sides) from S. Archer Avenue to first alley north thereof—1 hour—8:00 A.M. to 6:00 P.M. | December 18, 1963, Page 2030. |

SECTION 3. This ordinance shall take effect and be in force from and after its passage.

## Loading Zones Established or Discontinued on Portions of Certain Streets.

The Committee on Traffic and Public Safety submitted a report recommending that the City Council pass two proposed ordinances transmitted therewith (as substitutes for the proposed ordinances previously referred to the committee) in reference to loading zones on certain streets.

On separate motions made by Alderman Wigoda *each* of the said substitute proposed ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Fifielski, Hoellen, O'Rourke, Wigoda—41.

*Nays*—None.

Said ordinances as passed read respectively as follows (the Italic heading in each case not being a part of the ordinance):

### *Establishment of Loading Zones.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That in accordance with the provisions of Section 27-410 of the Municipal Code of Chicago, the following locations are hereby designated as loading zones for the distances specified, during the hours designated:

| *Public Way* | *Distance and Hours* |
|---|---|
| N. Campbell Avenue (west side) | From a point 70 feet north of W. Irving Park Road to a point 35 feet north thereof —8:00 A.M. to 6:00 P.M.—except on Saturdays, Sundays and holidays; |
| N. Clark Street (west side) | From a point 20 feet south of W. Pratt Boulevard to a point 35 feet south thereof —8:00 A.M. to 6:00 P.M.—except on Sundays and holidays; |
| N. Lamon Avenue (west side) | From a point 30 feet north of W. Division Street to a point 35 feet north thereof —8:00 A.M. to 6:00 P.M.—except on Sundays and holidays; |
| W. Loyola Avenue (south side) | From a point 250 feet east of N. Winthrop Avenue to a point 40 feet east thereof—8:00 A.M. to 6:00 P.M.—except on Saturdays, Sundays and holidays. |

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

### *Discontinuance of Loading Zones.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the ordinances passed by the City Council on the dates and pages of the Council

Journals noted below establishing loading zones on portions of sundry streets, be and the same are hereby amended by striking therefrom the following:

| *Location* | *Date of Passage* |
|---|---|
| 3949 W. Division Street—8:00 A.M. to 6:00 P.M. | January 24, 1951, Page 7827 |
| 4224-34 W. Division Street—8:00 A.M. to 6:00 P.M. | December 22, 1950, Page 7554 |
| 2013 W. Lake Street—6:00 A.M. to 5:00 P.M. | December 1, 1950, Page 7213 |
| 2631 W. Division Street—8:00 A.M. to 6:00 P.M. | December 22, 1950, Page 7554 |
| 2957 W. Madison Street—9:00 A.M. to 6:00 P.M. | December 22, 1950, Page 7554 |
| 2948 W. Madison Street—8:00 A.M. to 11:00 P.M. | December 1, 1950, Page 7213 |
| 6660 N. Northwest Highway—8:00 A.M. to 6:00 P.M. | November 15, 1950, Page 7123 |
| 1447 W. Belmont Avenue—8:00 A.M. to 6:00 P.M. | November 15, 1950, Page 7122 |
| S. Calumet Avenue (east side) from a point 120 feet north of E. Cullerton Street to a point 50 feet north thereof—8:00 A.M. to 6:00 P.M. | March 29, 1962, Page 6934 |
| S. Peoria Street (west side) from a point 20 feet south of W. 51st Street to a point 40 feet south thereof—8:00 A.M. to 6:00 P.M. | December 18, 1964, Page 4101 |
| 1446-48 W. Kinzie Street—8:00 A.M. to 5:00 P.M. | December 22, 1950, Page 7554 |
| W. Fulton Street (south side) from a point 80 feet east of N. Halsted Street to a point 60 feet east thereof—8:00 A.M. to 6:00 P.M. | September 18, 1952, Page 3103 |
| 2719 W. Lawrence Avenue—8:00 A.M. to 6:00 P.M. | December 22, 1950, Page 7554 |
| 2208 W. Fullerton Avenue—8:00 A.M. to 6:00 P.M. | December 22, 1950, Page 7554 |
| 50-52 W. Illinois Street—8:00 A.M. to 6:00 P.M. | May 10, 1951, Page 183 |
| W. Division Street (north side) from a point 90 feet west of N. Leavitt Street to a point 25 feet west thereof—9:00 A.M. to 4:00 P.M. | March 26, 1956, Page 7449 |
| 4832 W. Division Street—8:00 A.M. to 6:00 P.M. | January 24, 1951, Page 7827 |
| 4441-43 W. Fullerton Avenue—8:00 A.M to 6:00 P.M. | September 20, 1950, Page 6883 |
| W. Cabrini Street (south side) from a point 220 feet east of S. Clinton Street to a point 30 feet east thereof—8:00 A.M. to 6:00 P.M. | July 23, 1956, Page 3107 |
| N. Broadway (west side) from a point 85 feet south of W. Belle Plaine Avenue to a point 35 feet south thereof—8:00 A.M. to 6:00 P.M. | December 20, 1965, Page 6163 |
| 1212-16 E. 61st Street—8:00 A.M. to 6:00 P.M. | March 14, 1956, Page 2322 |
| N. Cambridge Avenue (west side) from a point 60 feet north of W. Diversey Avenue to a point 50 feet north thereof—8:00 A.M. to 6:00 P.M. | September 11, 1963, Page 947 |
| 16-20 W. Division Street—8:00 A.M. to 6:00 P.M. | June 14, 1951, Page 440 |
| 420-422 N. Damen Avenue—8:00 A.M. to 6:00 P.M. | June 14, 1951, Page 440 |
| 6022 W. Grand Avenue—8:00 A.M. to 6:00 P.M. | April 12, 1952, Page 2245 |
| 2024 W. Chicago Avenue—8:00 A.M. to 6:00 P.M. | March 2, 1951, Page 7971 |
| 3807 N. Clark Street—8:00 A.M. to 6:00 P.M. | January 24, 1951, Page 7827 |
| 3503-07 N. Halsted Street—7:00 A.M. to 7:00 P.M. | June 30, 1954, Page 7869. |

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

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## Weight Limitations Established on Portions of Certain Streets.

The Committee on Traffic and Public Safety submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith (as a substitute for proposed ordinances previously referred to the committee) in reference to the establishment of weight limitations on portions of certain streets.

On motion of Alderman Wigoda said substitute proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Fifielski, Hoellen, O'Rourke, Wigoda—41.

*Nays*—None.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 27-418 of the Municipal Code of Chicago, the maximum weight permitted to be carried by any truck or commercial vehicle upon the following public ways between the limits indicated (except for the purposes of delivering or picking up material or merchandise) shall be as follows:

| *Public Way* | *Limits and Maximum Load* |
|---|---|
| W. Belden Avenue | From N. Austin Avenue to N. Central Avenue—5 tons; |
| N. Major Avenue | From W. Grand Avenue to W. Fullerton Avenue—5 tons; |
| N. Mango Avenue | From W. Grand Avenue to W. Fullerton Avenue—5 tons; |
| N. Marmora Avenue | From W. Grand Avenue to W. Fullerton Avenue—5 tons; |
| N. Mason Avenue | From W. Grand Avenue to W. Fullerton Avenue—5 tons; |

| *Public Way* | *Limits and Maximum Load* |
|---|---|
| N. Menard Avenue | From W. Grand Avenue to W. Fullerton Avenue—5 tons; |
| N. Monitor Avenue | From W. Grand Avenue to W. Fullerton Avenue—5 tons; |
| N. Parkside Avenue | From W. Grand Avenue to W. Fullerton Avenue—5 tons. |

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

### Vehicular-Traffic Movements Restricted or Discontinued to Single Directions on Portions of Certain Public Ways.

The Committee on Traffic and Public Safety submitted reports recommending that the City Council pass two proposed ordinances transmitted therewith (as substitutes for proposed ordinances previously referred to the Committee) in reference to the restriction of vehicular-traffic movements to single directions on portions of certain public ways.

On separate motions made by Alderman Wigoda *each* of the said substitute proposed ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Fifielski, Hoellen, O'Rourke, Wigoda—41.

*Nays*—None.

Said ordinances as passed read respectively as follows (the Italic heading in each case not being a part of the ordinance):

*Vehicular-Traffic Movements Restricted to Single Directions.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 27-403 of the Municipal Code of Chicago, the operator of a vehicle shall operate such vehicle only in the direction specified below on the public ways between the limits indicated:

| *Public Way* | *Limits and Direction* |
|---|---|
| S. Commercial Avenue | From E. 129th Street to E. 130th Street—southerly; |
| S. Escanaba Avenue | From E. 127th Street to E. 130th Street—southerly; |
| S. Exchange Avenue | From E. 130th Street to E. 128th Street—northerly; |
| S. Manistee Avenue | From E. 127th Street to E. 130th Street—southerly; |
| S. Marquette Avenue | From E. 130th Street to E. 126th Place—northerly; |
| S. Muskegon Avenue | From E. 130th Street to E. 127th Street—northerly; |
| N. Natchez Avenue | From W. Irving Park Road to W. Dakin Street — southerly; |
| S. Saginaw Avenue | From E. 126th Place to E. 130th Street—southerly; |
| E. 129th Street | From S. Saginaw Avenue to S. Carondolet Avenue — easterly; |
| E. 126th Place | From S. Marquette Avenue to S. Saginaw Avenue — westerly; |
| East-west alley north of W. 31st Street | From S. Kostner Avenue to S. Kolin Avenue—westerly. |

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

*Restriction Discontinued on Portion of First Alley North of W. 63rd St.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the ordinance passed September 28, 1967, printed on page 952 of the Journal of the Proceedings of said date, restricting vehicular traffic to single directions on portions of designated locations, be and the same is hereby amended by striking therefrom the following:

| | |
|---|---|
| "Alley north of W. 63rd Street | Between S. Central Avenue and S. Parkside Avenue—easterly". |

SECTION 2. This ordinance shall be in effect from and after its passage.

### *Failed to Pass*—PROPOSED ORDINANCES AND ORDERS RELATING TO TRAFFIC REGULATIONS, TRAFFIC SIGNS, ETC. *(Adverse Committee Recommendations).*

The Committee on Traffic and Public Safety submitted a report recommending that the City Council *Do Not Pass* sundry proposed ordinances and proposed orders (transmitted with the committee's report) relating to traffic regulations, traffic signs, etc.

Alderman Wigoda moved to concur in the committee's recommendations. The question in reference to each proposed ordinance or proposed order thereupon became: *Shall the proposed ordinance (or proposed order) Pass, notwithstanding the committee's adverse recommendation?;* and the several questions being so put, each of the said proposed ordinances and proposed orders *Failed to Pass,* by yeas and nays as follows: *Yeas*—None; *Nays*—41.

The committee report which lists said proposed ordinances and orders which *Failed to Pass* reads as follows:

CHICAGO, April 7, 1969.

*To the President and Members of the City Council:*

Your Committee on Traffic and Public Safety, begs leave to recommend that Your Honorable Body *Do Not Pass* sundry proposed ordinances and orders transmitted herewith (which were referred to Your Committee on December 27, 1967, April 17, November 15, November 29, December 20, 1968 and January 31, 1969), concerning traffic regulations and traffic signs, etc., as follows:

*Proposed Prohibitions at All Times against Parking of Vehicles:*

| | |
|---|---|
| W. Armitage Avenue | At No. 3223 |
| N. Clark Street | At No. 3157 (driveway) |

| | |
|---|---|
| N. Clark Street | At No. 6752 |
| S. Clyde Avenue | At No. 7052 (driveway) |
| W. Cornelia Avenue (both sides) | From N. Western Avenue to a point 110 feet east thereof |
| S. Emerald Avenue (east side) | From W. 121st Street (Illinois Central Railroad right of way) to a point 396 feet north thereof |
| N. Halsted Street | At No. 3158 (driveway) |
| S. Kostner Avenue (both sides) | From W. 63rd Street to the first alley north and the first alley south thereof |
| S. Pulaski Road (both sides) | From W. 55th Street to W. 56th Street (trucks) |

*Proposed Prohibitions against Parking of Vehicles during Specified Hours:*

| | |
|---|---|
| N. Keystone Avenue (east side) | From the alley at No. 1739 to the Railroad right of way—7:00 A.M. to 5:00 P.M. |
| S. Kilbourn Avenue (east side) | From a point 369 feet south of W. 14th Street to a point 106 feet south thereof — 8:00 A.M. to 4:30 P.M. |

*Proposed Loading Zone:*

| | |
|---|---|
| W. Jarvis Avenue | At No. 1512 — 8:00 A.M. to 6:00 P.M. |

*Proposed Weight Limitation:*

| | |
|---|---|
| W. Palmer Street | From N. Mango Avenue to N. Central Avenue—5 tons. |

*Proposed "One Way" (Single Direction) Street:*

| | |
|---|---|
| S. Prairie Avenue | From E. 25th Street to E. 26th Street—northerly. |

*Proposed Speed Limitation:*

| | |
|---|---|
| North-south alley between S. Komensky Avenue and S. Pulaski Road | From W. 43rd Street to W. 46th Street. |

*Miscellaneous*

*(Referred to Your Committee on the dates noted in parentheses):*

(December 27, 1967) Proposed ordinance to decrease speed limit in Specified Area in 9th Ward—S. South Park Avenue, E. 130th Street, S. St. Lawrence Avenue and E. 134th Street;

(December 6, 1968) Proposed order to remove parking meter in front of No. 131 E. 115th Street;

(November 15, 1968) Proposed ordinance to amend parking-meter ordinance passed July 2, 1952, page 2694 (Project NC);

(November 15, 1968) Proposed ordinance to amend ordinance passed December 8, 1958—single direction street; S. Tripp Avenue from S. Archer Avenue to W. 51st Street;

(January 17, 1969) Proposed ordinance to repeal ordinance prohibiting parking at all times in front of No. 22 W. Burton Place;

(June 26, 1968) Proposed ordinance to repeal ordinance restricting movement to single direction in the No. 5400 Block of S. Neenah Avenue;

(October 9, 1968) Proposed order "U-Turn Permitted" sign at No. 7900 S. Kostner Avenue;

(May 28, 1968) Proposed order for permission to erect directional signs for Norwood Park Evangelical Lutheran Church;

(August 13, 1968) Proposed resolution for study of feasibility of establishing "Golden Circle Validated Free Parking" plan for various business districts in Chicago.

Proposed orders for installations of Traffic Signs, as follows:

(December 20, 1968) "Slow—School Zone" signs at No. 919 W. Barry Avenue;

(November 29, 1968) "Stop" signs at S. Aberdeen Street and W. 58th Street;

(November 15, 1968) "Stop" signs at S. Avenue N and E. 113th Street;

(November 29, 1968) "Stop" signs at W. Barry Avenue and N. Wilton Avenue;

(November 29, 1968) "Stop" signs at W. 58th Street and S. Aberdeen Street;

(November 15, 1968) "Stop" signs at E. 114th Street and S. Avenue M;

(November 15, 1968) "Stop" signs at S. Rockwell Street and W. 53rd Street;

(November 29, 1968) "Stop" signs at W. 31st Street and S. Kildare Avenue;

(July 21, 1967) "4-Way Stop" signs at E. 52nd Street and S. University Avenue;

(September 11, 1968) "4-Way Stop" signs at W. 49th Street and S. Wolcott Avenue;

(August 25, 1966) "4-Way Stop" signs at E. 96th Street and S. Avenue M;

(August 13, 1968) "4-Way Stop" signs at N. Paulina Street and W. LeMoyne Avenue.

Respectfully submitted,
(Signed) Paul T. Wigoda,
*Chairman.*

# MATTERS PRESENTED BY THE ALDERMEN

**(Presented by Wards, in Order, Beginning with the First Ward).**

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Claims.
4. Unclassified Matters (arranged in order according to Ward numbers).
5. Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection and Water Rate Exemptions, Etc.

*Proposed ordinances, orders and resolutions, described below, were presented by the aldermen named, as noted. Except where otherwise noted or indicated hereinbelow, unanimous consent was given to permit action by the City Council on each of said proposed ordinances, orders and resolutions without previous committee consideration, in accordance with the provisions of Council Rule 43.*

## 1. TRAFFIC REGULATIONS, TRAFFIC SIGNS, AND TRAFFIC-CONTROL DEVICES.

### *Referred*—Proposed Order for Establishment of Parking-Meter Zones on Portion of N. Wells St.

Alderman McMahon (for Alderman Fried, 42nd Ward) presented a proposed order for the establishment of parking-meter zones on both sides of N. Wells Street between W. Illinois and W. Hubbard Streets; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—Proposed Ordinance to Establish Parking-Meter Zones on Portion of N. Keeler Av.

Alderman Aiello (36th Ward) presented a proposed ordinance to amend the ordinance establishing Parking Meter Area "Pulaski-North" (Project PN) by adding thereto the following "N. Keeler Avenue (both sides) from W. North Avenue to the first alley north thereof"; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—Proposed Order to Change Area of Parking-Meter Zone on Portion of N. Central Park Av.

Alderman Laskowski (35th Ward) presented a proposed order to change the area of parking-meter zone on the west side of N. Central Park Avenue from N. Milwaukee Avenue to W. George Street (instead of from N. Milwaukee Avenue to existing parking meters immediately south); which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—Proposed Ordinances to Prohibit at All Times Parking of Vehicles at Specified Locations.

The aldermen named below presented proposed ordinances to prohibit at all times the parking of vehicles at the locations designated, for the distances specified, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Location and Distance* |
|---|---|
| Hines (18th Ward) | W. 79th Street (south side) between S. Pulaski Road and S. Komensky Avenue |
| | W. 81st Street (both sides) between S. Cicero Avenue and the alley east thereof |
| | W. 82nd Street (south side) between S. Western and S. Artesian Avenues |
| Fitzpatrick (19th Ward) | S. Loomis Street (both sides) between W. 103rd Place and W. 104th Street |
| | S. Charles Street (both sides) between W. 103rd and W. 104th Streets |
| | W. 104th Street (both sides) between S. Loomis and S. Charles Streets |
| | W. 111th Street and S. Trumbull Avenue (northeast corner at driveway) |
| Marzullo (25th Ward) | S. Paulina Street, at Nos. 2323-2353 |
| Laskowski (35th Ward) | N. Cicero Avenue, at Nos. 3229-3237 |
| McMahon (for Fried, 42nd Ward) | W. Division Street (both sides) between a point 150 feet west of N. Halsted Street and a point 150 feet east of N. Halsted Street. |

### *Referred*—Proposed Ordinance to Change Area of Parking Prohibition at All Times on Portion of N. Harlem Av.

Alderman Aiello (36th Ward) presented a proposed ordinance to prohibit the parking of vehicles at all times (except on Sundays and holidays) on the east side of N. Harlem Avenue between W. Medill Avenue and W. Altgeld Street (instead of between W. Medill and W. Wrightwood Avenues); which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—Proposed Ordinances to Prohibit Parking of Vehicles during Specified Hours at Specified Locations.

The aldermen named below presented proposed ordinances to prohibit the parking of vehicles, during the hours designated, at the locations specified, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Location, Distance and Time* |
|---|---|
| Shannon (17th Ward) | S. Harvard, S. Stewart and S. Eggleston Avenues between W. 69th and W. 72nd Streets —(west side) 7:00 A.M. to 9:00 A.M. (Mondays and Tuesdays)—(east side) 7:00 A.M. to 9:00 A.M. (Thursdays and Fridays) |
| | W. 70th and W. 71st Streets between S. Harvard Avenue and S. Normal Boulevard—(south side) 7:00 A.M. to 9:00 A.M. (Mondays and Thursdays)—(north side) 7:00 A.M. to 9:00 A.M. (Thursdays and Fridays) |
| Janousek (22nd Ward) | W. 31st Street (both sides) between S. Kedzie Avenue and a point 200 feet west thereof —7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M. (except on Saturdays, Sundays and holidays) |
| Kuta (23rd Ward) | S. and W. Archer Avenue (both sides) between S. Cicero and S. Harlem Avenues—7:00 A.M. to 9:00 A.M. (except on Saturdays, Sundays and holidays) |
| McMahon (30th Ward) | W. Carroll Avenue (north side) between a point 145 feet east of N. Cicero Avenue and a point 70 feet east thereof—7:00 A.M. to 6:00 P.M. (except on Saturdays, Sundays and holidays) |
| | W. Kinzie Street (north side) between a point 90 feet east of N. Cicero Avenue and a point 80 feet east thereof — 8:00 A.M. to 6:00 P.M. (except on Saturdays, Sundays and holidays) |
| | W. Carroll Avenue (north side) between a point 145 feet west of N. Kilpatrick Avenue and a point 75 feet west thereof—7:00 A.M. to 6:00 P.M. (except on Saturdays, Sundays and holidays) |
| Aiello (36th Ward) | N. Harlem Avenue (east side) between W. Altgeld Street and W. Wrightwood Avenue—4:00 P.M. to 6:00 P.M. (except on Saturdays, Sundays and holidays). |

### *Referred*—Proposed Ordinance to Discontinue Parking Limitation during Specified Hours on Portion of N. Avers Av.

Alderman Sande (34th Ward) presented a proposed ordinance to discontinue the limitation on parking of vehicles during specified hours on both sides of N. Avers Avenue between W. Dickens Avenue and W. Palmer Street; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—Proposed Ordinances to Limit at All Times Parking of Vehicles at Specified Locations.

The aldermen named below presented proposed ordinances to limit at all times the parking of vehicles at the locations designated, to the periods specified, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Location, Distance and Time* |
|---|---|
| Burke (14th Ward) | W. 48th Street, at No. 1508—one hour |
| Kuta (23rd Ward) | S. New England Avenue (east side) between W. Archer Avenue and the alley south thereof —one hour. |

### *Referred*—Proposed Ordinance to Limit Parking of Vehicles during Specified Hours on Portion of N. Leamington Av.

Alderman Fifielski (45th Ward) presented a proposed ordinance to limit the parking of vehicles to two hour periods from 9:00 A.M. to 4:00 P.M. (except on Saturdays, Sundays and holidays) on N. Leamington Avenue (both sides) between N. Elston Avenue and the first alley south thereof; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—Proposed Ordinance to Fix Weight Limit of Five Tons for Vehicles on Portion of E. 108th St.

Alderman Buchanan (10th Ward) presented a proposed ordinance to fix a weight limit of five tons for trucks and commercial vehicles on E. 108th Street between S. Ewing Avenue and S. State Line Road; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—Proposed Ordinances to Restrict Movement of Vehicular Traffic to Single Directions on Specified Public Ways.

The aldermen named below presented proposed ordinances to restrict the movement of vehicular traffic to the direction indicated in each case, on specified public ways, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Street, Distance and Direction* |
|---|---|
| Cousins (8th Ward) and Frost (21st Ward) | S. Burnside Avenue between E. 93rd Street and S. Dr. Martin Luther King Jr. Drive—northwesterly |
| Burke (14th Ward) | W. 48th Street between S. Ashland and S. Damen Avenues—westerly |
| Fitzpatrick (19th Ward) | W. 103rd Place between S. Charles and S. Loomis Streets —easterly |
| Keane (31st Ward) | the first north-south alley east of N. California Avenue between W. Hirsch and W. Division Streets—southerly |
| Laskowski (35th Ward) | the first north-south alley west of N. Laramie Avenue between W. Diversey Avenue and W. Wolfram Street—southerly. |

### *Referred*—PROPOSED ORDER FOR SURVEY TO RESTRICT MOVEMENT OF VEHICULAR TRAFFIC TO SINGLE DIRECTIONS ON PORTIONS OF SPECIFIED STREETS IN 17TH WARD.

Alderman Shannon (17th Ward) presented a proposed order to cause a survey to be made with a view to restrict the movement of vehicular traffic to single directions on portions of specified streets; which were *Referred to the Committee on Traffic and Public Safety,* as follows:

S. Harvard Avenue between W. 71st and W. 75th Streets—southerly

S. Princeton Avenue between W. 71st and W. 75th Streets—northerly

S. Yale Avenue between W. 63rd Street and W. Marquette Road—northerly

W. 68th street between S. Peoria and S. Halsted Streets—easterly

S. Emerald Avenue betweeen W. 76th and W. 79th Streets—southerly

S. Eggleston Avenue between W. 69th and W. 71st Streets—northerly

S. Peoria Street between W. 69th and W. 71st Streets—southerly.

### *Referred*—PROPOSED ORDINANCE TO DISCONTINUE RESTRICTION ON MOVEMENT OF VEHICULAR TRAFFIC TO SINGLE DIRECTION ON PORTION OF S. LOOMIS ST.

Alderman Fitzpatrick (19th Ward) presented a proposed ordinance to discontinue the restriction of movement of vehicular traffic to a single direction on S. Loomis Street between a point 380 feet north of W. 104th Street and W. 104th Street; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—PROPOSED ORDINANCE TO DISCONTINUE RESTRICTION ON MOVEMENT OF VEHICULAR TRAFFIC TO SINGLE DIRECTION ON SPECIFIED STREETS IN 23RD WARD.

Alderman Kuta (23rd Ward) presented a proposed ordinance to discontinue the restriction on the movement of vehicular traffic to a single direction on S. Neenah, S. Natchez and S. Nagle Avenues between W. 51st Street and W. Archer Avenue; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—PROPOSED ORDER FOR REMOVAL OF "NO PARKING" SIGNS AT NO. 22 W. SCHILLER ST.

Alderman O'Rourke (for Alderman McCutcheon, 43rd Ward) presented a proposed order for the removal of two "No Parking" signs at No. 22 W. Schiller Street; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—PROPOSED ORDERS FOR INSTALLATIONS OF TRAFFIC SIGNS.

The aldermen named below presented proposed orders for installations of traffic signs of the nature indicated and at the locations specified, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Location and Type of Sign* |
|---|---|
| Cousins (8th Ward) | E. 93rd Street and S. Burnside Avenue—"4-Way Stop" |
| Buchanan (10th Ward) | S. Avenue H, at No. 10810—"Slow-School" |
| Shannon (17th Ward) | S. Parnell Avenue, at No. 7915—"No Dumping". |

### *Referred*—PROPOSED ORDER FOR SURVEY FOR INSTALLATION OF TRAFFIC SIGNALS AT SPECIFIED INTERSECTION.

Alderman Frost (21st Ward) presented a proposed order for survey for installation of traffic signals at the intersection of W. 103rd and S. Morgan Streets; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—PROPOSED ORDER FOR INSTALLATION OF TRAFFIC-CONTROL SIGNALS.

Alderman Laurino (39th Ward) presented a proposed order for installation of "Stop and Go" lights at the intersection of W. Wilson Avenue and N. Pulaski Road; which was *Referred to the Committee on Traffic and Public Safety.*

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## 2. ZONING ORDINANCE AMENDMENTS.

### *Referred*—PROPOSED ORDINANCES TO RECLASSIFY PARTICULAR AREAS.

Proposed ordinances for amendment of the Chicago Zoning Ordinance, for the purpose of reclassifying particular areas, were presented by the aldermen named below, respectively, and were *Referred to the Committee on Buildings and Zoning,* as follows:

BY ALDERMAN RAYNER (6TH WARD):

To classify as a B4-3 Restricted Service District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 16-E bounded by

E. 63rd Street; a line 129.5 feet east of the east line of S. Prairie Avenue; a line drawn from a point 290 feet south of E. 63rd Street and 129 feet east of the east line of S. Prairie Avenue to a point 559 feet south of E. 63rd Street and 73.12 feet east of the east line of S. Prairie Avenue; a line 559 feet south of E. 63rd Street; a line 47.74 feet east of the east line of S. Prairie Avenue; a line 909 feet south of E. 63rd Street; and the east line of S. Prairie Avenue.

BY ALDERMAN JANOUSEK (22ND WARD):

To classify as a B4-1 Restricted Service District instead of an R3 General Residence District the area shown on Map No. 6-J bounded by

a line 50 feet north of W. 31st Street; the alley next east of and parallel to S. Drake Avenue; W. 31st Street; and S. Drake Avenue.

## 3. CLAIMS.

Claims against the City of Chicago were presented by the aldermen designated below, respectively, for the claimants named, which were *Referred to the Committee on Finance,* as follows:

| *Alderman* | *Claimant* |
|---|---|
| Roti (1st Ward) | Roland Libonati,<br>Mrs. Frank Taglieri |
| Cousins (8th Ward) | Stuart Bradshaw |
| Krska (15th Ward) | Jerome A. Reivitz |
| Kuta (23rd Ward) | Joseph Pula |
| Marzullo (25th Ward) | Mrs. Mary Venutti |
| Gabinski (32nd Ward) | Julius Santana |
| Sande (34th Ward) | Grace Ahrstrom |
| Cullerton (38th Ward) | Robert Reeves,<br>Mr. S. Roinilo,<br>The Salvation Army. |

## 4. UNCLASSIFIED MATTERS

### (Arranged in Order According to Ward Numbers).

***Proposed ordinances, orders and resolutions were presented by the aldermen named below, respectively, and were acted upon by the City Council in each case in the manner noted, as follows:***

### Presented by
### ALDERMAN ROTI (1st Ward):

*Referred*—PROPOSED ORDER FOR ERECTION OF ILLUMINATED SIGN.

A proposed order for issuance of a permit to Shell Oil Company to erect an illuminated sign to project over the sidewalk at No. 72 W. Congress Parkway.—*Referred to the Committee on Buildings and Zoning.*

*Referred*—PROPOSED ORDINANCES FOR GRANTS OF PRIVILEGES IN PUBLIC WAYS.

Also two proposed ordinances for grants of privileges in public ways, which were *Referred to the Committee on Local Industries, Streets and Alleys,* as follows:

LaSalle-Madison Hotel Company: to maintain and use five existing coal chutes and an ash hoist on the south side of W. Calhoun Place west of N. LaSalle Street on the northerly side of the premises of said grantee;

American National Bank and Trust Company of Chicago, as Trustee under Trust No. 25128: to maintain and use existing pipes under and across W. Vernon Park Place 132 feet east of S. Jefferson Street, within a section two feet in diameter and comprising one 10-inch conduit, one 6-inch conduit, one 3-inch conduit and two ¾-inch conduits, used for the transmission of steam and electricity between the premises of the grantee located on both sides of W. Vernon Park Place.

### Presented by
### ALDERMAN HUBBARD (2nd Ward):

**Drafting of Ordinance for Vacation of Alley Directed.**

A proposed order reading as follows:

*Ordered,* That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of all of the north-south 16-foot public alley in the block bounded by E. 28th Street, E. 29th Street, S. Wabash Avenue and S. Michigan Avenue, for the City of Chicago (Department of Urban Renewal) Project 6-C, and Maple Manufacturing Company; said ordinance to be transmitted to the Committee on Local Industries, Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Hubbard said proposed order was *Passed.*

### Presented by
### ALDERMAN HOLMAN (4th Ward):

**Tribute Paid Mrs. Anne Tyskling for Services Rendered at Harvard-St. George School.**

A proposed resolution reading as follows:

WHEREAS, On Sunday, April 20, 1969, the Parent-Faculty Association of Harvard-St. George School, located in the 4th Ward of Chicago, is sponsoring a Testimonial Dinner in the Drake Hotel honoring Mrs. Anne Tyskling, school director; and

WHEREAS, This is the paying of a proper tribute to Mrs. Tyskling for the many years she had dedicated herself to providing meaningful and high quality education in an integrated school; and

WHEREAS, All Chicago should observe this occasion; now, therefore,

*Be It Resolved by the Chicago City Council,* That the citizens of Chicago join the Harvard-St. George School and the Parent-Faculty Association thereof in paying tribute to a great lady, Mrs. Anne Tyskling, on Sunday, April 20, 1969.

Alderman Holman moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed resolution. The motion *Prevailed.*

On motion of Alderman Holman (seconded by Alderman Despres) said proposed resolution was *Adopted.*

### Presented by
### ALDERMAN DESPRES (5th Ward):

*Referred*—PROPOSED RESOLUTION CONCERNING EXCLUSION OF PERSONS FROM MEMBERSHIP IN PRIVATE CLUBS BECAUSE OF COLOR, ANCESTRY OR RELIGION.

A proposed resolution to urge Chicago's non-religious private clubs to desist from excluding persons from membership because of their color, ancestry or religion.

Two committees having been called (the Committee on Finance and the Committee on Judiciary), said proposed resolution was *Referred to the Committee on Committees and Rules* in accordance with the provisions of Council Rule 44.

*Referred*—PROPOSED RESOLUTION TO MEMORIALIZE GENERAL ASSEMBLY TO REPEAL PROVISION IN POLICEMEN'S PENSION LAW TO TERMINATE WIDOW'S ANNUITY UPON REMARRIAGE.

Also a proposed resolution to memorialize the General Assembly to repeal the provision of the Policemen's Annuity and Benefit Fund Law to provide that an annuity granted to a widow shall be suspended if she remarries before age 60.—*Referred to the Committee on Finance.*

### Presented by
### ALDERMAN DESPRES (5th Ward) and OTHERS:

*Referred*—PROPOSED RESOLUTION CONCERNING ALLEGED USE OF CITY GOVERNMENTAL POWER IN REPORTING OF NEWS, ETC.

A proposed resolution (presented by Aldermen Despres, Rayner and Cousins) concerning alleged use of the governmental power of the City in the reporting of the news, etc.—*Referred to the Committee on Finance.*

### Presented by
### ALDERMAN RAYNER (6th Ward):

*Referred*—PROPOSED ORDER FOR ERECTION OF ILLUMINATED SIGN.

A proposed order for issuance of a permit to Ahern Sign Company (Shell Oil Company) to erect an illuminated sign to be mounted on a vertical pole 75 feet above ground on private premises at No. 7859 S. State Street.—*Referred to the Committee on Buildings and Zoning.*

### Presented by
### ALDERMAN COUSINS (8th Ward):

*Referred*—PROPOSED RESOLUTION CONCERNING CONSTRUCTION OF CAR WASH AT SPECIFIED LOCATION.

A proposed resolution concerning construction of a car wash at the northwest corner of E. 85th Street, S. Anthony and S. Chappel Avenues, etc.

Two committees having been called (the Committee on Buildings and Zoning and the Committee on Police, Fire, Civil Service, Schools and Municipal Institutions), said proposed resolution was *Referred to the Committee on Committees and Rules* in accordance with the provisions of Council Rule 44.

*Referred*—PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE IN PUBLIC WAY.

Also a proposed ordinance for a grant of permission and authority to South Shore Hospital to maintain and use an existing 2-inch electric conduit and a 1-inch telephone conduit under and across the north-south public alley between S. Crandon Avenue and S. Luella Avenue at a point 70 feet north of E. 80th Street.—*Referred to the Committee on Local Industries, Streets and Alleys.*

WRITTEN REQUEST TO COMMITTEE CHAIRMAN FOR REPORT AS TO COMMITTEE ACTION ON PENDING PROPOSED ORDINANCE.

Also a written request to the Chairman of the Committee on License, under Council Rule 43, for a report as to what action, if any, has been taken by the committee in regard to a proposed ordinance for new regulations governing issuance of City retailer's licenses for sale of alcoholic liquor (referred on November 1, 1967, C. J. page 1201).

### Presented by
### ALDERMAN LUPO (9th Ward) and ALDERMAN COUSINS (8th Ward):

#### Drafting of Ordinance for Vacation of Portion of E. 107th St. Directed.

A proposed order reading as follows:

> *Ordered,* That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of all that part of E. 107th Street lying between S. Langley Avenue and the westerly line of the Chicago, Rock Island and Pacific Railroad, also providing for the dedication of E. 107th Place approximately 196.21 feet south of said E. 107th Street between S. Langley Avenue and said railroad right of way, for American National Bank and Trust Company of Chicago, Trustee under Trust No. 13733; said ordinance to be transmitted to the Committee on Local Industries, Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Lupo (seconded by Alderman Cousins) said proposed order was *Passed.*

### Presented by
### ALDERMAN LUPO (9th Ward) and ALDERMAN BUCHANAN (10th Ward):

*Referred*—PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE IN PUBLIC WAY.

A proposed ordinance for a grant of permission and authority to Air Products and Chemicals to excavate for, install, maintain, operate, use, remove, replace and repair a private pipe line for the transmission of gaseous oxygen consisting of a steel pipe 8-inches in diameter and encased in a steel pipe sleeve 12-inches in diameter in the Lake Calumet Area, etc.. in specified portions of the 9th and 10th Wards.—*Referred to the Committee on Local Industries, Streets and Alleys.*

### Presented by
### ALDERMAN BUCHANAN (10th Ward):

*Referred*—PROPOSED ORDER TO INVESTIGATE ALLEGED IMPROPER DRAINAGE SYSTEM AT SPECIFIED LOCATION.

A proposed order to direct the Commissioner of Water and Sewers to investigate alleged improper drainage system in the vicinity of No. 11044 S. Green Bay Avenue.—*Referred to the Committee on Finance.*

### Presented by
### ALDERMAN BUCHANAN (10th Ward) and ALDERMAN COUSINS (8th Ward):

### Congratulation and Best Wishes Extended Father Ciezadlo, Assistants and Sisters on Observance of Diamond Jubilee of St.. Ailbe Church.

A proposed resolution reading as follows:

> WHEREAS, St. Ailbe Church, No. 9015 S. Harper Avenue, will celebrate its Seventy-Fifth Anniversary on Sunday, April 13, 1969; and
>
> WHEREAS, St. Ailbe Church and its parishioners have contributed greatly to the religious, educational, civic and recreational life of our community through its seventy-five year history. The Pastors and Assistants have administered unselfishly and tirelessly to the spiritual needs and welfare of their parishioners, and served and assisted the community in general by participating in civic projects and sponsoring neighborhood programs and activities; and
>
> WHEREAS, Under the leadership of the Reverend Francis A. Ciezadlo, the present Pastor, and his Assistants, together with their predecessors over the years, the aims and traditions of St. Ailbe Church have been and will be carried on in a manner that reflects great credit upon Reverend Ciezadlo, his Assistants, and all parishioners, past and present; and
>
> WHEREAS, It is only fitting and proper that recognition be given to the outstanding spiritual, educational and community services performed by the leaders of St. Ailbe Parish over this long period of seventy-five years; now, therefore,
>
> *Be It Resolved,* That the Mayor and the City Council of the City of Chicago hereby congratulate Father Ciezadlo, his Assistants, and the dedicated Sisters of St. Ailbe School on this observance of the Diamond Jubilee of St. Ailbe Church, to be celebrated by a Mass of Thanksgiving on Sunday, April 13, 1969, and by a banquet that evening at the Martinique Restaurant, and extend to them and to all responsible for the splendid work being done, our best wishes for continued success.

Alderman Buchanan moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed resolution. The motion *Prevailed.*

On motion of Alderman Buchanan (seconded by Alderman Cousins) said proposed resolution was *Adopted.*

### Presented by
### ALDERMAN STASZCUK (13th Ward):

*Referred*—PROPOSED ORDER FOR PAVING OF SPECIFIED ALLEY.

A proposed order to request the Board of Local Improvements to institute necessary proceedings to pave by special assessment the roadway of the north-south and east-west alleys in the block bounded by S. Pulaski Road, S. Springfield Avenue, W. 64th Place and W. 64th Street.—*Referred to the Committee on Local Industries, Streets and Alleys.*

### Presented by
### ALDERMAN STASZCUK (13th Ward) and OTHERS:

*Referred*—PROPOSED ORDINANCE FOR NEW REGULATIONS GOVERNING BLOCKING OF STREETS BY RAILROAD TRAINS DURING SPECIFIED HOURS, ETC.

A proposed ordinance (presented by Aldermen Staszcuk, Lupo, Buchanan, Swinarski, Burke, Hines, Janousek, Kuta and O'Rourke) to amend Section 27-374 of the Municipal Code of Chicago by adding thereto two new paragraphs to be known as (b) and (c) respectively, to provide new regulations governing the blocking of streets by railroad trains during specified hours, togther with penalty provisions therefor.—*Referred to the Committee on Traffic and Public Safety.*

### Presented by
### ALDERMAN BURKE (14th Ward):

*Referred*—PROPOSED RESOLUTION CONCERNING RECENT PARADE AND RALLY IN CHICAGO.

A proposed resolution concerning recent parade and rally in Chicago.—*Referred to the Committee on Finance.*

### Presented by
### ALDERMAN KRSKA (15th Ward):

### Issuance of Carnival Permit Authorized.

A proposed order reading as follows:

> *Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to issue a permit to St. Clare of Montefalco Church, No. 5443 S. Washtenaw Avenue, a regularly organized charitable or religious organization, for the conduct of a carnival on parish grounds for the period beginning Tuesday, June 10, 1969 and ending Sunday, June 15, 1969.

On motion of Alderman Krska said proposed order was *Passed.*

### Issuance of Permit to Conduct Arts and Crafts Fair Directed.

Also a proposed order reading as follows:

> *Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to

issue a permit to the Chicago Lawn Chamber of Commerce, No. 3145 W. 63rd Street, to conduct an arts and crafts fair on the north side of W. 63rd Street between S. Central Park and S. California Avenues on Saturday, June 14, 1969, from 9:00 A.M. to 6:00 P.M.

On motion of Alderman Krska said proposed order was *Passed.*

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### Presented by
### ALDERMAN SHERIDAN (16th Ward):

#### Buildings Declared Public Nuisances and Ordered Demolished.

A proposed ordinance reading as follows:

WHEREAS, The buildings at the following locations, to wit:

No. 5603 S. Aberdeen Street (garage in rear), and
No. 6829 S. Ada Street,

are so deteriorated and weakened that each is structurally unsafe and a menace to life and property in its vicinity; therefore

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The buildings at the following locations, to wit:

No. 5603 S. Aberdeen Street (garage in rear), and
No. 6829 S. Ada Street,

are declared public nuisances, and the Commissioner of Buildings is authorized and directed to demolish the same.

SECTION 2. This ordinance shall be effective upon its passage.

On motion of Alderman Sheridan said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Fifielski, Hoellen, O'Rourke, Wigoda—41.

*Nays*—None.

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### Presented by
### ALDERMAN SHANNON (17th Ward):

*Referred*—PROPOSED ORDINANCE FOR VACATION OF PART OF NORTH-SOUTH PUBLIC ALLEY.

A proposed ordinance for the vacation of part of the north-south public alley in the block bounded by W. 63rd Street, W. 63rd Place, S. Halsted Street and S. Halsted Parkway (National Boulevard Bank of Chicago, Trustee under Trust No. 2247 and Frank 63rd Street Building Corporation, beneficiaries).—*Referred to the Committee on Local Industries, Streets and Alleys.*

### Presented by
### ALDERMAN FROST (21st Ward):

*Referred* — PROPOSED ORDER FOR CONSTRUCTION OF CURB-ATTACHED SIDEWALKS IN SPECIFIED AREA.

A proposed order to direct the Commissioner of Streets and Sanitation to grant permission for the construction of curb-attached sidewalks on both sides of W. 107th Place, W. 108th Place, W. 109th Street and on the north side of W. 109th Place and W. 110th Street beginning at a point approximately 130 feet west of S. Morgan Street to the west curb line of S. Morgan Street.—*Referred to the Committee on Local Industries, Streets and Alleys.*

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### Presented by
### ALDERMAN JANOUSEK (22nd Ward):

#### Drafting of Ordinance for Vacation of Alley Directed.

A proposed order reading as follows:

*Ordered,* That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of all of the east-west 16-foot public alley and all of the first north-south 16-foot public alley east of S. Kedzie Avenue lying north of the south line of said east-west public alley extended west, all in the block bounded by W. 36th Street, W. 36th Place, S. Albany Avenue and S. Kedzie Avenue, for the 3159 W. 36th Street Building Corporation and Zarco Industrial Finishes; said ordinance to be transmitted to the Committee on Local Industries, Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Janousek said proposed order was *Passed.*

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### Presented by
### ALDERMAN MARZULLO (25th Ward):

#### Buildings Declared Public Nuisances and Ordered Demolished.

A proposed ordinance reading as follows:

WHEREAS, The buildings at the following locations, to wit:

No. 2710 W. Arthington Street (rear),
No. 2714 W. Arthington Street,
No. 2232 W. Campbell Park Avenue,
No. 1734 W. 15th Street,
No. 1634 W. 14th Place,
No. 1702 W. 14th Street,
No. 1738 W. 14th Street (lot),
No. 1109 S. Hoyne Avenue,
No. 2417 W. Harrison Street,
No. 2442 W. Harrison Street,
No. 700 S. Leavitt Street,
No. 743 S. Oakley Avenue,
No. 749 S. Oakley Avenue,
No. 751 S. Oakley Avenue,
No. 1841 W. Roosevelt Road,
No. 2421 W. Roosevelt Road,
No. 1800 W. Washburne Avenue, and
No. 2005 W. Washburne Avenue,

are so deteriorated and weakened that they are structurally unsafe and a menace to life and property in their vicinity; therefore

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The buildings at the following locations, to wit:

No. 2710 W. Arthington Street (rear),
No. 2714 W. Arthington Street,
No. 2232 W. Campbell Park Avenue,
No. 1734 W. 15th Street,
No. 1634 W. 14th Place,
No. 1702 W. 14th Street,
No. 1738 W. 14th Street (lot),
No. 1109 S. Hoyne Avenue,
No. 2417 W. Harrison Street,
No. 2442 W. Harrison Street,
No. 700 S. Leavitt Street,
No. 743 S. Oakley Avenue,
No. 749 S. Oakley Avenue,
No. 751 S. Oakley Avenue,
No. 1841 W. Roosevelt Road,
No. 2421 W. Roosevelt Road,
No. 1800 W. Washburne Avenue, and
No. 2005 W. Washburne Avenue,

are declared public nuisances, and the Commissioner of Buildings is authorized and directed to demolish the same.

SECTION 2. This ordinance shall be effective upon its passage.

On motion of Alderman Marzullo said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Fifielski, Hoellen, O'Rourke, Wigoda—41.

*Nays*—None.

### Drafting of Ordinance for Vacation of Alley Directed.

Also a proposed order reading as follows:

*Ordered,* That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of all of the public alleys in the block bounded by W. Congress Parkway, W. Harrison Street, S. Hoyne Avenue and S. Leavitt Street, for the Medical Center Commission; said ordinance to be transmitted to the Committee on Local Industries, Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Marzullo said proposed order was *Passed.*

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### Presented by
### ALDERMAN ZYDLO (26th Ward):

### Building Declared Public Nuisance and Ordered Demolished.

A proposed ordinance reading as follows:

WHEREAS, The building located at No. 1441 W. Fry Street (front building—vacant) is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; therefore

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The building located at No. 1441 W. Fry Street (front building—vacant) is declared a public nuisance, and the Commissioner of Buildings is authorized and directed to demolish the same.

SECTION 2. This ordinance shall be effective upon its passage.

On motion of Alderman Zydlo said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Fifielski, Hoellen, O'Rourke, Wigoda—41.

*Nays*—None.

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### Presented by
### ALDERMAN SAIN (27th Ward):

### Taxicab Stand No. 456 Established.

A proposed ordinance reading as follows:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 27-412 of the Municipal Code of Chicago there is hereby established a taxicab stand, to be known by the designated number, for the number of vehicles stated at the following locations:

| | |
|---|---|
| Stand No. 456 | On S. Halsted Street, along the east curb from a point 60 feet north of the north line of W. Monroe Street to a point 100 feet north thereof, 5 vehicles. |

SECTION 2. It shall be unlawful for the operator of any vehicle other than a taxicab to stand or park such vehicle in the space occupied by said taxicab stand, except that the operator of any passenger vehicle may stop temporarily in such space for the purpose of and while actually engaged in the loading or unloading of passengers as provided by Section 27-326 of the Municipal Code of Chicago.

SECTION 3. Any person violating the provisions of this ordinance shall be subject to the penalty provided for in Section 27-363 of the Municipal Code of Chicago, which provides that "every person convicted of a violation of any of the provisions of this chapter for which no penalty is specifically provided shall be punished by a fine of not more than two hundred dollars for each offense".

SECTION 4. This ordinance shall be in full force and effect from and after its passage and due publication.

Alderman Sain moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed ordinance. The motion *Prevailed.*

On motion of Alderman Sain said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Fifielski, Hoellen, O'Rourke, Wigoda—41.

*Nays*—None.

### Presented by
### ALDERMAN JAMBRONE (28th Ward):

*Referred*—PROPOSED ORDER TO PERMIT H. K. PORTER CO., INC. TO OCCUPY SPACE ON PORTION OF N. CAMPBELL AV.

A proposed order for issuance of a permit to H. K. Porter Company, Inc. to use and occupy 200 feet of unused N. Campbell Avenue between a point 192 feet north of the north line of W. Fulton Street and a point 200 feet north thereof.—*Referred to the Committee on Local Industries, Streets and Alleys.*

### Presented by
### ALDERMAN GABINSKI (32nd Ward):

*Referred*—PROPOSED ORDER TO PERMIT HORWEEN LEATHER CO. TO OCCUPY SPACE ON PORTION OF N. MENDELL ST.

A proposed order for issuance of a permit to Horween Leather Company to use and occupy 1240 square feet of space now occupied by a building on the westerly side of N. Mendell Street in the rear of the premises known as Nos. 2015-2021 N. Elston Avenue.—*Referred to the Committee on Local Industries, Streets and Alleys.*

*Referred*—PROPOSED ORDINANCES FOR GRANTS OF PRIVILEGES IN PUBLIC WAYS.

Also three proposed ordinances for grants of privileges in public ways, which were *Referred to the Committee on Local Industries, Streets and Alleys* as follows:

Horween Leather Company: to maintain and use an existing 14-inch tile water pipe under and across N. Mendell Street at a point 160 feet northwesterly of the northerly line of W. McLean Avenue; also a 12-inch tile sewer pipe under and across N. Mendell Street at a point 180 feet northwesterly of the northerly line of W. McLean Avenue;

Morton International, Inc.: to maintain and use an existing switch track at street grade on and across W. Blackhawk Street connecting with the existing switch track on the easterly side of N. Magnolia Avenue 193 feet northerly of the north line of said W. Blackhawk Street, thence south on a curve on and across W. Blackhawk Street to a point on the south line thereof 9 feet east of N. Elston Avenue;

Polonia Coal Company: to maintain and use an existing switch track at street grade crossing N. Besly Court, thence on and along the public alley westerly of said N. Besly Court between W. North Avenue and W. Wabansia Avenue from a point on the easterly line of said alley 90 feet northerly of the north line of W. North Avenue, thence northerly in and upon said alley to a point on the easterly line thereof 250 feet southeasterly of the southerly line of W. Wabansia Avenue.

### Presented by
### ALDERMAN BRANDT (33rd Ward):

#### Drafting of Ordinance for Vacation of Alley Directed.

A proposed order reading as follows:

*Ordered,* That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of the west 257.33 feet, more or less, of the east-west 16-foot public alley running east from N. Wolcott Avenue between W. Oakdale Avenue and vacated W. George Street, also providing for the dedication of a north-south 16-foot alley at the east terminus of said vacation, for Stewart-Warner Corporation; said ordinance to be transmitted to the Committee on Local Industries, Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Brandt said proposed order was *Passed.*

### Presented by
### ALDERMAN AIELLO (36th Ward):

#### Issuance of Canopy Permit Authorized.

A proposed order reading as follows:

*Ordered,* That the City Comptroller is hereby authorized to issue a permit to Montclare Building Corporation to maintain an existing canopy over the sidewalk in W. Grand Avenue, attached to the building or structure located at Nos. 7135-7139 W. Grand Avenue, for a period of ten years from and after December 31, 1968, in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Buildings and Chief Fire Prevention Engineer, said canopy not to exceed 35 feet in length nor 20 feet in width; upon the filing of the application and bond and payment of the initial compensation provided for by ordinances relating to the construction and maintenance of canopies.

On motion of Alderman Aiello said proposed order was *Passed.*

### Presented by
### ALDERMAN CULLERTON (38th Ward):

*Referred*—PROPOSED ORDER FOR ERECTION OF ILLUMINATED SIGN.

A proposed order for issuance of a permit to M. K. Sign Service (Ability Transmissions) to erect an illuminated sign to project over the sidewalk at No. 3301 N. Harlem Avenue.—*Referred to the Committee on Buildings and Zoning.*

*Referred*—PROPOSED ORDINANCES FOR APPROVAL OF PLATS OF SUBDIVISION.

Also two proposed ordinances to direct the Superintendent of Maps to approve plats of subdivision, which were *Referred to the Committee on Local Industries, Streets and Alleys,* as follows:

Area bounded by W. Catalpa Avenue, W. Gregory Street, N. Pueblo Avenue and N. Chester Avenue;

Property on both sides of N. Delphia Avenue between W. Leland Avenue and a line 345 feet north of and parallel thereto.

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## Presented by
## ALDERMAN SIMON (40th Ward):

### Issuance of Canopy Permit Authorized.

A proposed order reading as follows:

> *Ordered,* That the City Comptroller is hereby authorized to issue a permit to Spiros Karambelas and John Skintzes to maintain an existing canopy over the sidewalk in W. Irving Park Road, attached to the building or structure located at No. 3105 W. Irving Park Road, for a period of ten years from and after September 22, 1968, in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Buildings and the Chief Fire Prevention Engineer, said canopy not to exceed 35 feet in length nor 12 feet in width: upon the filing of the application and bond and payment of the initial compensation provided for by ordinances relating to the construction and maintenance of canopies.

On motion of Alderman Simon said proposed order was *Passed.*

### *Referred*—PROPOSED RESOLUTION CONCERNING REMOVAL OF ABANDONED AUTOMOBILES FROM PUBLIC WAYS, ETC.

Also a proposed resolution to request Committee on Finance to make a study of the procedure by the City in removing abandoned automobiles from public ways, etc.—*Referred to the Committee on Finance.*

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## Presented by
## ALDERMAN SCHOLL (41st Ward):

### *Referred*—PROPOSED RESOLUTION TO URGE APPROVAL OF SPECIFIED LEGISLATION PENDING IN STATE LEGISLATURE.

A proposed resolution to urge approval of specified House and Senate Bills pending in the State Legislature, etc.—*Referred to the Committee on Federal and State Legislation.*

### *Referred*—PROPOSED RESOLUTION TO URGE RESIDENTS TO KEEP GARAGE DOORS CLOSED AND LOCKED AT ALL TIMES.

Also a proposed resolution to urge and encourage all residents to keep garage doors closed and locked at all times.—*Referred to the Committee on Finance.*

### *Referred*—PROPOSED RESOLUTION CONCERNING DEPT. OF HUMAN RESOURCES.

Also a proposed resolution concerning the newly created Department of Human Resources.—*Referred to the Committee on Finance.*

## Presented for
## ALDERMAN FRIED (42nd Ward):

### Issuance of Canopy Permits Authorized.

Two proposed orders (presented by Alderman McMahon) reading respectively as follows:

> *Ordered,* That the City Comptroller be and he is hereby authorized to issue a permit to 1120 Lake Shore Drive Building Corporation to maintain an existing canopy over the sidewalk in E. Elm Street, attached to the building or structure located at No. 1120 N. Lake Shore Drive, for a period of ten years from and after March 28, 1969, in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Buildings and the Chief Fire Prevention Engineer, said canopy not to exceed 16 feet in length nor 16 feet in width: upon the filing of the application and bond and payment of the initial compensation provided for by ordinances relating to the construction and maintenance of canopies.
>
> *Ordered,* That the City Comptroller is hereby authorized to issue a permit to Whitehall Town Homes, Inc. to maintain an existing canopy over the sidewalk in E. Delaware Place, attached to the building or structure located at No. 105 E. Delaware Place, for a period of ten years from and after March 18, 1969, in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Buildings and the Chief Fire Prevention Engineer, said canopy not to exceed 25 feet in length nor 12 feet in width: upon the filing of the application and bond and payment of the initial compensation provided for by ordinances relating to the construction and maintenance of canopies.

On separate motions made by Alderman McMahon *each* of the foregoing proposed orders was *Passed.*

### Drafting of Ordinance for Vacation of Alley Directed.

Also a proposed order (presented by Alderman McMahon) reading as follows:

> *Ordered,* That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of all of the east-west 18-foot public alley lying between the east line of the north-south public alley and a line 120 feet, more or less, east of and parallel thereto, in the block bounded by E. Ohio Street, E. Ontario Street, N. Fairbanks Court and N. McClurg Court, for William R. Seibert, Trustee under Trust No. 43, and Central States Motor Freight Bureau, Inc.; said ordinance to be transmitted to the Committee on Local Industries, Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman McMahon said proposed order was *Passed.*

### *Referred*—PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE IN PUBLIC WAY.

Also a proposed ordinance (presented by Alderman McMahon) for a grant of permission and authority to Citation Box and Paper Co. to maintain and use an existing switch track at street grade on the easterly side of N. Kingsbury Street from the northerly line of the easterly and westerly public alley northwesterly of N. Larrabee Street, thence southeasterly along the east side of said N. Kingsbury Street for a distance of 120 feet.—*Referred to the Committee on Local Industries, Streets and Alleys.*

### Presented for
### ALDERMAN McCUTCHEON (43rd Ward):

### Issuance of Permit for Conduct of Street Fair Authorized.

A proposed order (presented by Alderman O'Rourke) reading as follows:

> *Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to issue a permit to the North Side Cooperative Ministry, No. 2746 N. Magnolia Avenue, a regularly organized charitable or religious organization, for Sunday, May 25, 1969, from 8:00 A.M. to 9:00 P.M., for the conduct of a street fair, and to
>
> 1) observe Pentecost Sunday;
> 2) observe Memorial Day; and
> 3) opening of Cultural Community Arts Foundation in the No. 2200 block of N. Lincoln Avenue,
>
> in the No. 2200 block of N. Lincoln Avenue, in accordance with the City's carnivals ordinance, Sections 34-49.1 to 34-49.5, inclusive; and upon issuance of said permit the Commissioner of Streets and Sanitation shall provide barricades to prohibit vehicular traffic over the portion of the street affected, as provided by said carnivals ordinance.

On motion of Alderman O'Rourke said proposed order was *Passed.*

### Presented by
### ALDERMAN FIFIELSKI (45th Ward):

### Drafting of Ordinance for Vacation of Alley Directed.

A proposed order reading as follows:

> *Ordered,* That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of the northwesterly 200 feet, more or less, of the northwesterly-southeasterly public alley southwesterly of and parallel with N. Milwaukee Avenue, also providing for the dedication of part of an alley at the southeasterly terminus of said vacation, in the block bounded by N. Milwaukee Avenue, W. Higgins Avenue and W. Gale Street, for Peerless Federal Savings and Loan Association of Chicago and Henry A. and Clara Mae Peterson; said ordinance to be transmitted to the Committee on Local Industries, Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Fifielski said proposed order was *Passed.*

### Presented for
### ALDERMAN KERWIN (46th Ward):

### Drafting of Ordinance for Vacation of Alley Directed.

A proposed order (presented by Alderman Fifielski) reading as follows:

> *Ordered,* That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of all that part of the north-south 16-foot public alley lying north of a line 20 feet north of and parallel with the easterly extension of the south line of the first east-west public alley north of W. Grace Street, also providing for the dedication of an east-west 20-foot alley at the south terminus of said vacation, all in the block bounded by W. Grace Street, W. Sheridan Road, N. Broadway and N. Fremont Street, for Michigan Avenue National Bank of Chicago, Trustee under Trust No. 1142; said ordinance to be transmitted to the Committee on Local Industries, Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Fifielski said proposed order was *Passed.*

### Presented by
### ALDERMAN HOELLEN (47th Ward):

*Referred*—PROPOSED RESOLUTION TO LIMIT ISSUANCE OF RETAIL LIQUOR LICENSES.

A proposed resolution to consider the advisability of limiting the issuance of retail liquor licenses to one license for every 2,000 persons, etc.—*Referred to the Committee on License.*

### Presented for
### ALDERMAN SPERLING (50th Ward):

*Referred*—PROPOSED RESOLUTION TO MEMORIALIZE PRESENT ADMINISTRATION AND U.S. CONGRESS TO REDUCE AMERICAN INVOLVEMENT IN VIET NAM WAR, ETC.

A proposed resolution (presented by Alderman O'Rourke) to memorialize the present administration and the Congress of the United States to take all necessary measures to reduce American involvement in the Viet Nam War, etc.—*Referred to the Committee on Finance.*

## 5. FREE PERMITS, LICENSE FEE EXEMPTIONS, CANCELLATION OF WARRANTS FOR COLLECTION, AND WATER RATE EXEMPTIONS, ETC.

**Proposed ordinances, orders, etc. described below, were presented by the aldermen named, and were *Referred to the Committee on Finance,* as follows:**

*Free Permits to Churches, Etc.:*

BY ALDERMAN MARZULLO (25th Ward):

Mount Sinai Hospital Medical Center, No. 2750 W. 15th Place—construction of two driveways and use of water in conjunction therewith.

BY ALDERMAN CULLERTON (38th Ward):

The Salvation Army—Mount Clare Corps, No. 7225 W. Belmont Avenue—construction of addition to existing building.

BY ALDERMAN MCMAHON (FOR ALDERMAN FRIED, 42nd Ward):

St. Paul's Evangelical Lutheran Church, No. 1301 N. LaSalle Street—construction of new church building and use of water in conjunction therewith.

BY ALDERMAN O'ROURKE (FOR ALDERMAN SPERLING, 50th Ward):

The Catholic Bishop of Chicago (St. Henry Church), No. 1956 W. Devon Avenue—construction of new apartment, all electrical work and use of water in conjunction therewith.

*License Fee Exemptions for Homes, Hospitals, Day Care Centers, Etc.:*

BY ALDERMAN DESPRES (5th Ward):

First Presbyterian Church Day Care Center, No. 6400 S. Kimbark Avenue.

BY ALDERMAN RAYNER (6th Ward):

Emmanuel Community Church Day Nursery, No. 618 E. 72nd Street.

Greater Institutional A.M.E. Church Day Care Center, No. 121 E. 78th Street and No. 7800 S. Indiana Avenue.

BY ALDERMAN BUCHANAN (10th Ward):

South Chicago Community Hospital, No. 2320 E. 93rd Street.

BY ALDERMAN KRSKA (15th Ward):

Varnas Montessori Day Care Center, Inc., Nos. 3038-3040 W. 59th Street.

BY ALDERMAN ZYDLO (26th Ward):

Erie Neighborhood House, No. 1347 W. Erie Street.

BY ALDERMAN SAIN (27th Ward):

Marillac Social Center, No. 2822 W. Jackson Boulevard.

BY ALDERMAN SCHOLL (41st Ward):

Resurrection Hospital, No. 7435 W. Talcott Avenue.

BY ALDERMAN O'ROURKE (FOR ALDERMAN MCCUTCHEON, 43rd Ward):

Grant Hospital of Chicago, No. 551 W. Grant Place.

*Cancellation of Warrants for Collection:*

BY ALDERMAN ROTI (1st Ward):

Louise Burg Hospital, No. 255 W. Cermak Road —maintenance of fire alarm box.

Louise Burg Hospital, No. 255 W. Cermak Road —mechanical ventilation inspection.

Roosevelt University, No. 430 S. Michigan Avenue—maintenance of fire alarm box.

BY ALDERMAN BURKE (14th Ward):

Zientek Post of The American Legion, No. 5146 S. Ashland Avenue—fuel burning equipment inspection.

BY ALDERMAN JANOUSEK (22nd Ward):

Orthodox Jewish Home for the Aged, No. 1648 S. Albany Avenue—maintenance of fire alarm box.

BY ALDERMAN MARZULLO (25th Ward):

Cook County School of Nursing, No. 1900 W. Polk Street—elevator inspection.

BY ALDERMAN SAIN (27th Ward):

Chicago United Mission, Nos. 32-34 S. Desplaines Street—boiler and refrigeration inspection.

BY ALDERMAN KEANE (31st Ward):

The Catholic Bishop of Chicago (St. Fidelis Church), Nos. 1401-1413 N. Washtenaw Avenue —mechanical ventilation system inspection.

BY ALDERMAN SANDE (34th Ward):

First Liberal Psychic Church, No. 3449 W. Altgeld Street—sign inspection.

Northwest Home for the Aged, No. 2201 N. Sacramento Boulevard—maintenance of fire alarm box.

Young Men's Christian Association, No. 3600 W. Fullerton Avenue—sign inspections (2).

Young Men's Christian Association, No. 3600 W. Fullerton Avenue—elevator inspection.

BY ALDERMAN LASKOWSKI (35th Ward):

Maplewood Baptist Church, No. 4956 W. George Street—sign inspection.

BY ALDERMAN CASEY (37th Ward):

Austin Congregation Church, No. 5460 W. Ohio Street—elevator inspection.

BY ALDERMAN FIFIELSKI (45th Ward):

Chicago Youth Centers, No. 713 W. Wrightwood Avenue—sign inspection.

BY ALDERMAN FIFIELSKI (FOR ALDERMAN KERWIN, 46th Ward):

Bel Clark Billiards, No. 916 W. Belmont Avenue —sign inspection.

Pillar of Fire Church, No. 1115 W. Barry Avenue —mechanical ventilation system inspection.

St. Peter Episcopal Church, No. 621 W. Belmont Avenue—sign inspection.

The Anshe Emet Synagogue, No. 3750 N. Pine Grove Avenue—mechanical ventilation inspection.

BY ALDERMAN O'ROURKE (48th Ward):

Louis A. Weiss Memorial Hospital, No. 4646 N. Marine Drive—maintenance of fire alarm box.

BY ALDERMAN O'ROURKE (FOR ALDERMAN SPERLING, 50th Ward):

Edgewater Hospital, No. 5700 N. Ashland Avenue—elevator inspections (2).

*Cancellation of Existing Water Rates and for Exemption from Future Rates:*

BY ALDERMAN COUSINS (8th Ward):

The First Universalist Society of Chicago, No. 910 E. 83rd Street.

# UNFINISHED BUSINESS.

### Text of Chicago Zoning Ordinance Amended Concerning Efficiency Unit Restrictions (Article 7.5 (6)).

On motion of Alderman Metcalfe the City Council took up for consideration the report of the Committee on Buildings and Zoning, deferred and published on March 14, 1969, pages 5117-5118, recommending that the City Council pass a proposed ordinance transmitted with the committee's report to amend the Chicago Zoning Ordinance concerning efficiency unit restrictions (Article 7.5 (6)).

On motion of Alderman Metcalfe said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Fifielski, Hoellen, O'Rourke, Wigoda—41.

*Nays*—None.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That Article 7.5(6) of the Chicago Zoning Ordinance be amended by deleting therefrom the last sentence of said sub-paragraph(6) reading:

> "This restriction shall not apply, however, in the case of apartment hotels."

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

---

### Chicago Zoning Ordinance Amended to Reclassify Particular Areas.

On motion of Alderman Metcalfe the City Council took up for consideration the report of the Committee on Buildings and Zoning, deferred and published on March 14, 1969, pages 5118-5119, recommending that the City Council pass eleven proposed ordinances transmitted with the committee's report for amendment of the Chicago Zoning Ordinance to reclassify particular areas.

On separate motions made by Alderman Metcalfe *each* of nine said proposed ordinances (which were recommended by the committee without change) was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Fifielski, Hoellen, O'Rourke, Wigoda—41.

*Nays*—None.

Said nine ordinances as passed read respectively as follows (the Italic heading in each case not being a part of the ordinance):

*Reclassification of Area Shown on Map No. 2-L.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B3-2 General Retail District symbols and indications as shown on Map No. 2-L in the area bounded by

W. Lexington Street; S. Long Avenue (dedicated); a line 103.15 feet north of the center line of the C. G. W. RR.; a line 602.05 feet west of S. Long Avenue (dedicated); a line 224.77 feet north of the center line of the C. G. W. RR.; a line 400.37 feet west of S. Long Avenue (dedicated); a line 121.47 feet south of W. Lexington Street; and a line 75 feet west of S. Long Avenue (dedicated).

to those of an M1-2 Restricted Manufacturing District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification of Area Shown on Map No. 2-L.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District and all the R4 General Residence District symbols and indications as shown on Map No. 2-L in the area bounded by

the alley next north of and parallel to W. Flournoy Street; S. Lockwood Avenue; W. Flournoy Street; and a line 704.51 feet west of S. Lockwood Avenue,

to those of a C1-2 Restricted Commercial District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification of Area Shown on Map No. 3-H.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B3-2 General Retail District symbols and indications as shown on Map No. 3-H in the area bounded by

the alley next north of and parallel to W. Chicago Avenue; N. Paulina Street; W. Chicago Avenue; and N. Wood Street,

to those of a C2-2 General Commercial District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification of Area Shown on Map No. 8-G.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B2-1 Restricted Retail District symbols and indications as shown on Map No. 8-G in the area bounded by

a line 50 feet south of W. 32nd Place; S. Racine Avenue; W. 33rd Street; and the alley next west of and parallel to S. Racine Avenue,

to those of an R3 General Residence District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification of Area Shown on Map No. 13-P.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R2 Single Family Residence District symbols and indications as shown on Map No. 13-P in the area bounded by

W. Gregory Street; N. Pueblo Avenue;
W. Catalpa Avenue; and N. Chester Avenue,

to those of an R4 General Residence District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification of Area Shown on Map No. 15-N.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R1 Single Family Residence District symbols and indications as shown on Map No. 15-N in the area bounded by

N. Niagara Avenue; a line 200 feet northeast of the alley next northeast of N. Northwest Highway; a line drawn from a point 371 feet southeast of N. Niagara Avenue and 200 feet northeast of the alley next northeast of N. Northwest Highway to a point 365 feet southeast of N. Niagara Avenue and 150 feet northeast of the alley next northeast of N. Northwest Highway; and a line 150 feet northeast of the alley next northeast of N. Northwest Highway,

to those of an R4 General Residence District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification of Area Shown on Map No. 18-B.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R5 General Residence District symbols and indications as shown on Map No. 18-B in the area bounded by

a line 110.25 feet northwest of E. 74th Street; a line 195 feet southwest of S. Shore Drive; E. 74th Street; and a line 230.06 feet southwest of S. South Shore Drive,

to those of an R6 General Residence District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification of Area Shown on Map No. 30-F.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance amended by changing all the R3 General Residence and all the B4-1 Restricted Service District symbols and indications as shown on Map No. 30-F in the area bounded by

the alley next north of and parallel to W. 123rd Street, or the line thereof if extended where no alley exists; the east line of the right of way of the Penn. RR.; the alley next south of and parallel to W. 123rd Street, or the line thereof if extended where no alley exists; S. Lowe Avenue; W. 123rd Street; and a line 25 feet east of S. Union Avenue,

to those of an R4 General Residence District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification of Area Shown on Map No. 12-J.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing and all the M2-2 General Manufacturing District symbols and indications as shown on Map No. 12-J in the area bounded by

a line 638 feet north of W. 51st Street; S. Homan Avenue; W. 51st Street; and S. St. Louis Avenue,

to those of a C4 Motor Freight Terminal District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

---

Alderman Metcalfe moved to pass two proposed ordinances transmitted with the pending committee's report *as amended by the committee,* as is noted on pages 5118-5119 of the Journal of the Proceedings of March 14, 1969. The motion Prevailed and *each* of said two proposed ordinances *as so amended* was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Fifielski, Hoellen, O'Rourke, Wigoda—41.

*Nays*—None.

Said two ordinances as passed read respectively as follows (the Italic heading in each case not being a part of the ordinance):

*Reclassification of Area Shown on Map No. 12-D.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the Planned Development and R-4 General Residence District symbols and indications as shown on Map No. 12-D in the area bounded by

E. 47th Street; a line 105.47 feet east of S. Kenwood Avenue; a line 422.25 feet south of E. 47th Street; S. Kenwood Avenue; E. 48th Street; a line 132.37 feet west of S. Kenwood Avenue; a line 332.36 feet north of E. 48th Street; S. Kimbark Avenue; a line 245.5 feet south of E. 47th Street; S. Woodlawn Avenue; a line 49 feet south of E. 47th Street; a line 118 feet west of S. Woodlawn Avenue; a line 180.52 feet south of E. 47th Street; a line 423.71 feet west of S. Woodlawn Avenue; a line 204.92 feet south of E. 47th Street; a line 423.71 feet west of S. Woodlawn Avenue; a line 109.67 feet south of E. 47th Street; a line 106.7 feet east of S. Greenwood Avenue; a line 54.67 feet south of E. 47th Street; S. Greenwood Avenue; the alley next south of and parallel to E. 47th Street; and S. Ellis Avenue,

to the designation of a Residential Planned Development which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part hereof and to no others.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[Plan of Development attached to this ordinance printed on pages 5297-5301 of this Journal.]

*Reclassification of Area Shown on Map No. 16-F.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District, B4-2 Restricted Service District, and C1-2 Restricted Commercial District symbols and indications as shown on Map No. 16-F in the area bounded by

W. Marquette Road; the alley next east of and parallel to S. Wentworth Avenue; W. 69th Street; and the east line of the right of way of the Chicago, Rock Island and Pacific Railroad,

to the designation of a Residential Planned Development which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part hereof and to no others.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[Plan of Development attached to this ordinance printed on pages 5302-5306 of this Journal.]

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## Chicago Zoning Ordinance Amended to Reclassify Particular Areas.

On motion of Alderman Metcalfe the City Council took up for consideration the report of the Committee on Buildings and Zoning deferred and published on March 14, 1969, pages 5119-5120, recommending that the City Council pass eleven proposed ordinances transmitted with the committee's report for amendment of the Chicago Zoning Ordinance to reclassify particular areas.

On separate motions made by Alderman Metcalfe *each* of said proposed ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Fifielski, Hoellen, O'Rourke, Wigoda—41.

*Nays*—None.

Said ordinances as passed read respectively as follows (the Italic heading in each case not being a part of the ordinance):

*Reclassification of Area Shown on Map No. 2-G.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-3 Restricted Manufacturing District symbols and indications as shown on Map No. 2-G in the area bounded by

W. Harrison Street; S. Loomis Street; the alley next south of and parallel to W. Harrison Street; S. Laflin Street; the alley next south of and parallel to W. Harrison Street; the alley next west of and parallel to S. Laflin Street; the alley next south of and parallel to W. Harrison Street; and the alley next east of and parallel to S. Ashland Boulevard,

to those of an R5 General Residence District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification of Area Shown on Map No. 2-G.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-3 Restricted Commercial District symbols and indications as shown on Map No. 2-G in the area bounded by

W. Harrison Street; S. Racine Avenue; the alley next south of and parallel to W. Harrison Street; and S. Lytle Street,

to those of an R5 General Residence District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification of Area Shown on Map No. 2-G.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 2-G in the area bounded by

the alley next north of and parallel to W. Taylor Street; S. Aberdeen Street; W. Taylor Street; S. Carpenter Street; a line 95 feet south of W. Taylor Street; and S. May Street,

(Continued on page 5307)

## PLAN OF DEVELOPMENT

## RESIDENTIAL PLANNED DEVELOPMENT NO. 62, AS AMENDED

## STATEMENTS

1. The area delineated hereon as "Residential Planned Development" is owned and controlled by the Department of Urban Renewal of the City of Chicago and designated as Hyde Park-Kenwood Urban Disposition Parcels LR-1, LR-2, LR-3, LR-4 and LR-5.

2. Off-street parking facilities shall be provided in compliance with this Plan of Development as authorized by the R-4 General Residential District classification of the Chicago Zoning Ordinance.

3. Any dedication or vacation of streets or resubdivision of parcels shall require a separate submittal on behalf of the Department of Urban Renewal and approval by the City Council.

4. All applicable official reviews, approvals or permits are required to be obtained by the

   Department of Urban Renewal or its successor upon conveyance of the Hyde Park-Kenwood Urban Renewal Disposition Parcels LR-1, LR-2, LR-3, LR-4 and LR-5.

5. Fire lanes shall be adequately designed and paved in compliance with the Municipal Code of Chicago and shall have a minimum width of 20 feet to provide ingress and egress for emergency vehicles.

   Service drives or any other ingress or egress lanes not heretofore proposed to be dedicated shall be adequately designed and paved in accord with the regulations of the Department of Streets and Sanitation and in compliance with the Municipal Code of Chicago to provide ingress and egress for motor vehicles, including emergency vehicles; there shall be no parking within such paved areas.

6. Use of land will consist of townhouses, two and three story walk-up apartment structures and private recreation areas.

7. The following information sets forth data concerning the property included in said Planned Development and data concerning a generalized land use plan (site plan) illustrating the development of said property in accordance with the intent and purpose of the Chicago Zoning Ordinance as related to an R-4 General Residence District and with the regulations hereby made applicable thereto.

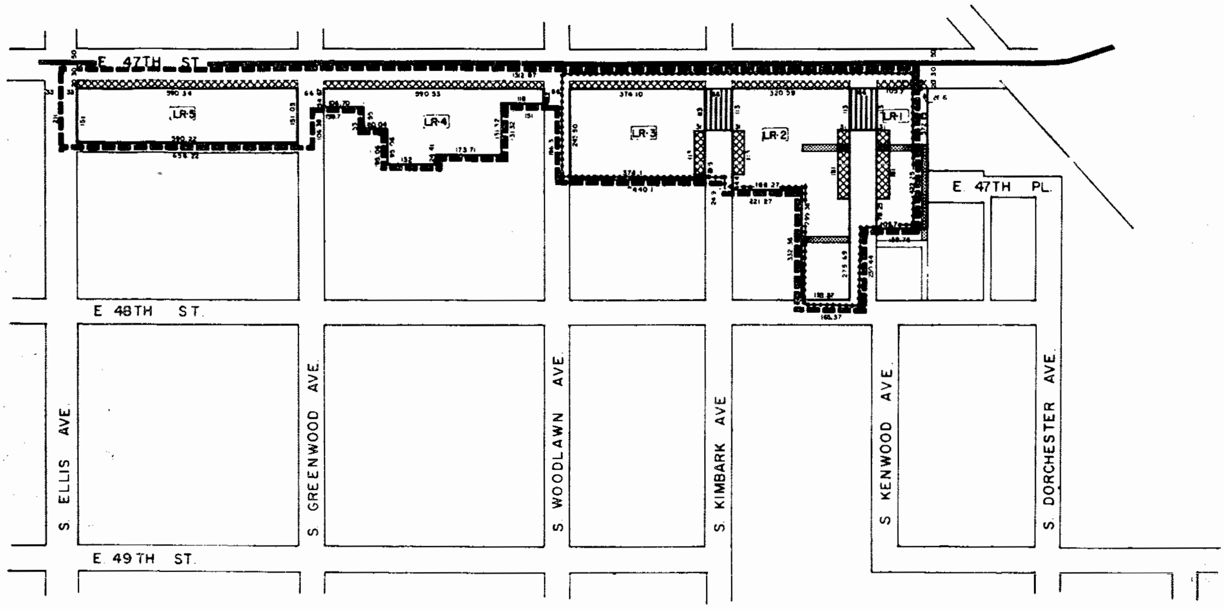
8. The Plan of Development hereby attached shall be subject to the "Rules, Regulations and Procedures in relation to Planned Developments."

APPLICANT: DEPARTMENT OF URBAN RENEWAL OF THE CITY OF CHICAGO

DATE: JANUARY 31, 1969

# RESIDENTIAL PLANNED DEVELOPMENT NO. 62, AS AMENDED

## PROPERTY LINE MAP AND RIGHTS OF WAY ADJUSTMENTS


E. 47TH ST.
LR-5
LR-4
LR-3
LR-2
LR-1
E. 47TH PL.
E. 48TH ST.
E. 49TH ST.
S. ELLIS AVE.
S. GREENWOOD AVE.
S. WOODLAWN AVE.
S. KIMBARK AVE.
S. KENWOOD AVE.
S. DORCHESTER AVE.

## LEGEND

▬ HYDE PARK-KENWOOD URBAN RENEWAL PROJECT PROJECT BOUNDARY

▬ PLANNED DEVELOPMENT BOUNDARY

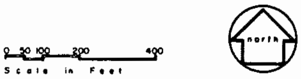
▥ RIGHTS-OF-WAY PROPOSED TO BE VACATED

▨ RIGHTS-OF-WAY PROPOSED TO BE DEDICATED

▩ ALLEYS VACATED BY ORDINANCE APPROVED BY CITY COUNCIL : May 8, 1963
March 25, 1964

▭ DISPOSITION PARCEL

▤ PLANNED DEVELOPMENT NO. 62, AS APPROVED BY CITY COUNCIL 7-11-68

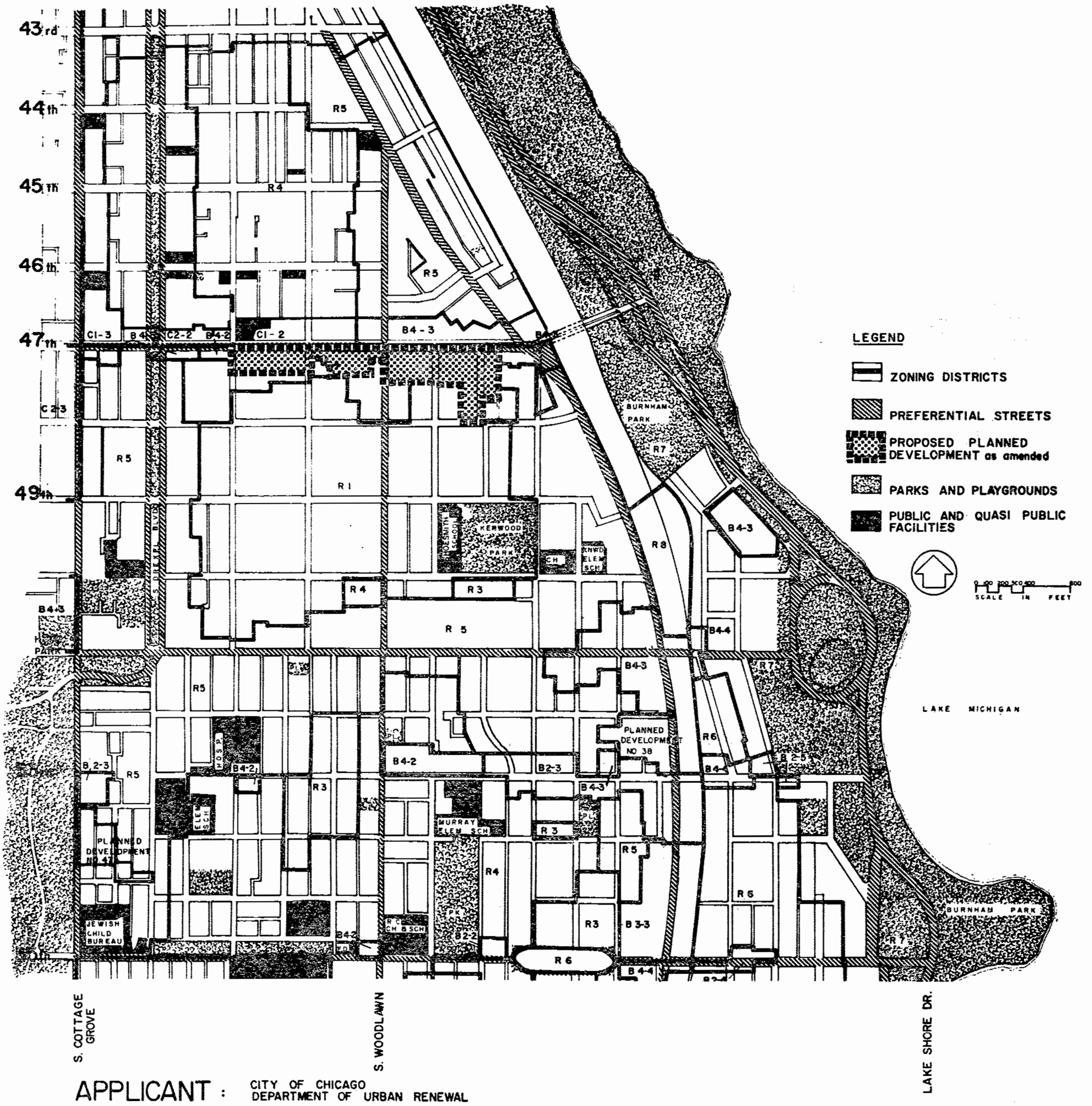

0 50 100 200 400
Scale in Feet
north

**APPLICANT:** DEPARTMENT OF URBAN RENEWAL
CITY OF CHICAGO

**DATE:** JANUARY 31, 1969

## RESIDENTIAL PLANNED DEVELOPMENT NO. 62, AS AMENDED

### EXISTING ZONING AND PREFERENTIAL STREET SYSTEM

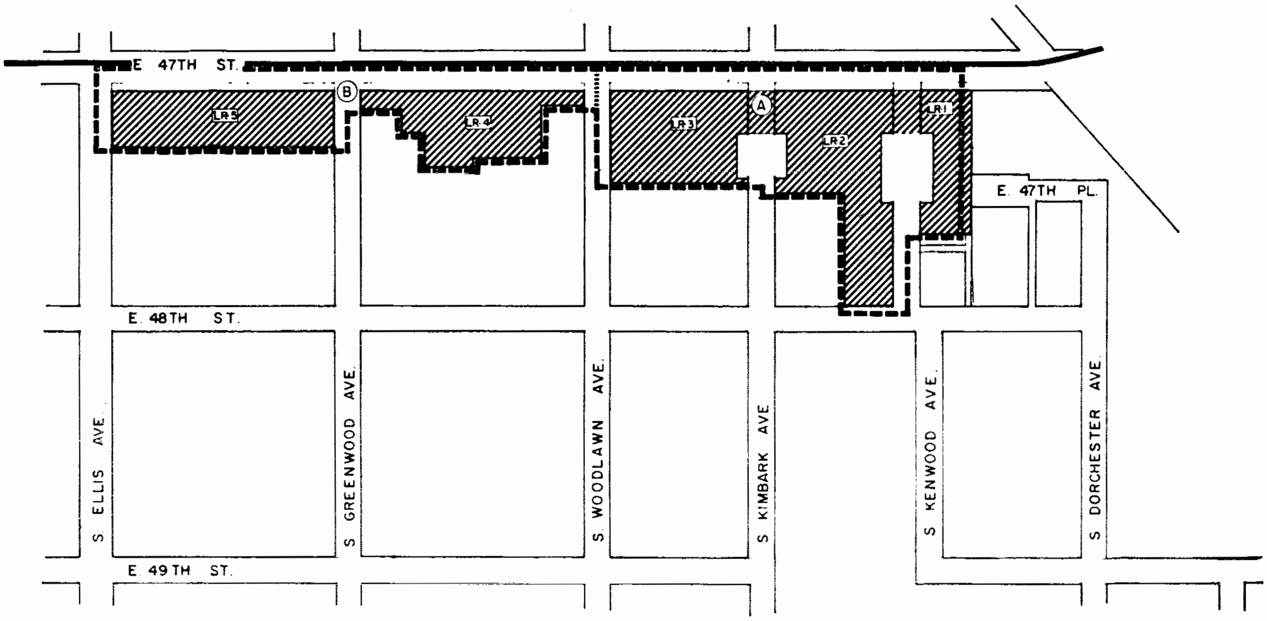

43rd
44th
45th
46th
47th
49th
R5
R4
R1
R3
R 5
R7
R8
R6
B4-3
B4-4
B4-2
B2-3
B3-3
C1-3
C2-2
C1-2
C2-3
BURNHAM PARK
KENWOOD PARK
PLANNED DEVELOPMENT NO 38
PLANNED DEVELOPMENT NO 47
JEWISH CHILD BUREAU
MURRAY ELEM SCH
LAKE MICHIGAN
S. DREXEL BLVD.
LEGEND
ZONING DISTRICTS
PREFERENTIAL STREETS
PROPOSED PLANNED DEVELOPMENT as amended
PARKS AND PLAYGROUNDS
PUBLIC AND QUASI PUBLIC FACILITIES
SCALE IN FEET
S. COTTAGE GROVE
S. WOODLAWN
LAKE SHORE DR.

APPLICANT : CITY OF CHICAGO
DEPARTMENT OF URBAN RENEWAL

DATE : JANUARY 31, 1969

# RESIDENTIAL PLANNED DEVELOPMENT NO. 62, AS AMENDED

## GENERALIZED LAND USE PLAN


E 47TH ST.
E 47TH PL.
E 48TH ST.
E 49TH ST.
S ELLIS AVE.
S GREENWOOD AVE.
S WOODLAWN AVE.
S KIMBARK AVE.
S KENWOOD AVE.
S DORCHESTER AVE.
LR 1
LR 2
LR 3
LR 4
LR 5
A
B

## LEGEND

▬ HYDE PARK-KENWOOD URBAN RENEWAL PROJECT PROJECT BOUNDARY

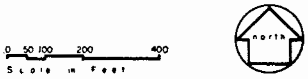
╍ PLANNED DEVELOPMENT BOUNDARY, as amended

┄ SUB AREA BOUNDARY

Ⓐ SUB AREA DESIGNATION

▨ TOWNHOUSES, TWO AND THREE STORY WALK-UP APARTMENT STRUCTURES

▭ DISPOSITION PARCEL


0
50
100
200
400
Scale in Feet
north

**APPLICANT:** DEPARTMENT OF URBAN RENEWAL
CITY OF CHICAGO

**DATE:** JANUARY 31, 1969

Residential Planned Development No. 62 As Amended

Planned Development Use and Bulk Regulations & Data

| Sub-Areas | Net Site Area | | General Description of Land Use | Number of D. U's | Maximum Floor Area Ratio | Maximum % of Land Covered |
|---|---|---|---|---|---|---|
| | Square Feet | Acres | | | | |
| A | 254,227.12 | 5.84 | Townhouses, two and three-story walkup apartment structures and private Recreation Areas. | 100 | 1.2 | 35 |
| B | 165,694.40 | 3.80 | | 122 | 1.2 | 35 |
| Total | 419,921.52 | 9.64 | | | | |

Gross Site Area = Net Site Area + Area of Public Streets
(14.26 acres) = (9.64 Acres) + (4.62 Acres)

Maximum Number of Dwelling Units per Acre of Total Net Site Area = 23

Maximum Permitted F.A.R. for Total Net Site Area: 1.2

Minimum Number of Parking Spaces Required: 1 space per D.U.

Minimum Periphery Setbacks:
Boundary and Front Yard - 9 Ft.
Boundary and Side Yard - 3 Ft.

Setback and yard requirements may be adjusted where required to permit conformance to the architectural arrangement of said development, subject to the approval of the Department of Development and Planning.

Maximum percentage of land coverage for total net site area - 35%

Applicant: Department of Urban Renewal of the City of Chicago

Date: January 31, 1969

## RESIDENTIAL PLANNED DEVELOPMENT (INSTITUTIONAL)

## PLAN OF DEVELOPMENT

## STATEMENTS

1. The area delineated hereon as "Residential Planned Development" is owned and controlled by the Department of Urban Renewal of the City of Chicago and designated as Southeast Englewood Urban Renewal Disposition Parcels 13A and 13B, located within the boundaries of Southeast Englewood Conservation Project (Ill. R-31).

2. Off-street parking and loading facilities will be provided in compliance with this Plan of Development as authorized by the R4 General Residence District of the Chicago Zoning Ordinance.

3. Any dedication of streets or alleys or adjustments of the rights of way or consolidation or resubdivision of parcels shall require a separate submittal on behalf of the Department of Urban Renewal, City of Chicago, and approval by the City Council.

4. All applicable official reviews, approvals or permits are required to be obtained by the Department of Urban Renewal or its successor upon conveyance of Disposition Parcels 13A and 13B.

5. Service drives or any other ingress or egress shall be adequately designed and paved in accord with the regulations of the Department of Streets and Sanitation and in compliance with the Municipal Code of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking permitted within such paved areas.

   Fire lanes shall be adequately designed and paved in compliance with the Municipal Code of Chicago and shall have a minimum width of 20 feet to provide ingress and egress for emergency vehicles; there shall be no parking within such paved areas.

6. Use of land will consist of Academic and related uses as authorized by the Chicago Zoning Ordinance.

   Laboratories or research facilities contained therein shall be governed by performance standards as authorized under the M1 zoning classifications of the Chicago Zoning Ordinance.

7. The following information sets forth data concerning the property included in said planned development and data concerning a generalized land use plan (site plan) illustrating the development of said property in accordance with the intent and purpose of the Chicago Zoning Ordinance as related to a R4 General Residence District classification and with regulations hereby made applicable thereto.

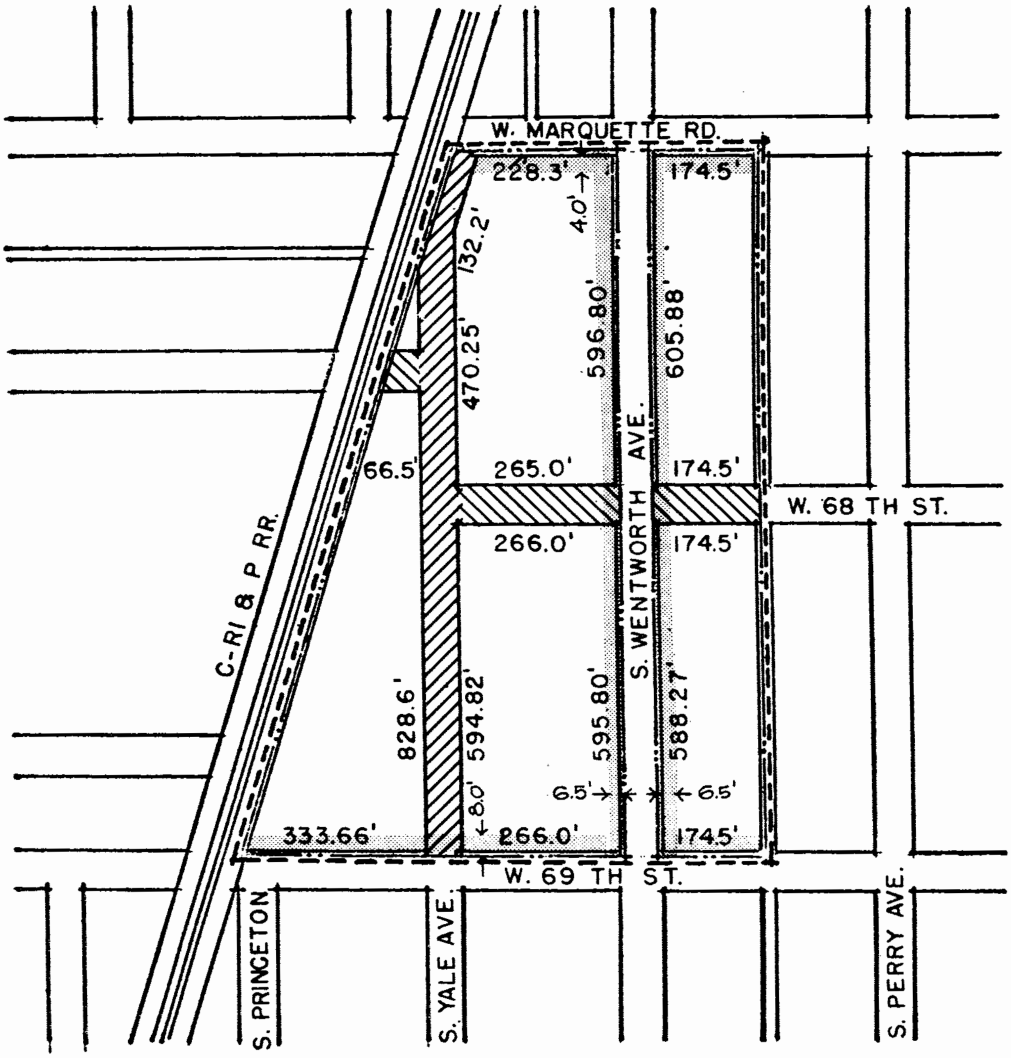
8. The Plan of Development hereby attached shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Developments," as adopted by the Commissioner of Development and Planning.

APPLICANT: Department of Urban Renewal, City of Chicago

DATE: January 31, 1969

# RESIDENTIAL PLANNED DEVELOPMENT

PROPERTY LINE MAP AND RIGHT-OF-WAY ADJUSTMENTS


W. MARQUETTE RD.
228.3'
174.5'
4.0'
132.2'
596.80'
605.88'
470.25'
S. WENTWORTH AVE.
66.5'
265.0'
174.5'
W. 68 TH ST.
266.0'
174.5'
C-RI & P RR.
828.6'
594.82'
595.80'
588.27'
6.5'
6.5'
8.0'
333.66'
266.0'
174.5'
W. 69 TH ST.
S. PRINCETON
S. YALE AVE.
S. PERRY AVE.

**LEGEND:**

- ▬ ▬ ▬ PLANNED DEVELOPMENT BOUNDARY
- ▨ STREETS AND ALLEYS PROPOSED TO BE VACATED
- —·— JUNIOR COLLEGE SITE BOUNDARY AS INCORPORATED IN AMENDMENT NO. 2 TO THE SOUTHEAST ENGLEWOOD CONSERVATION PROJECT, AS APPROVED BY THE CHICAGO PLAN COMMISSION 9-13-66
- ▒ RIGHTS OF WAY PROPOSED TO BE DEDICATED

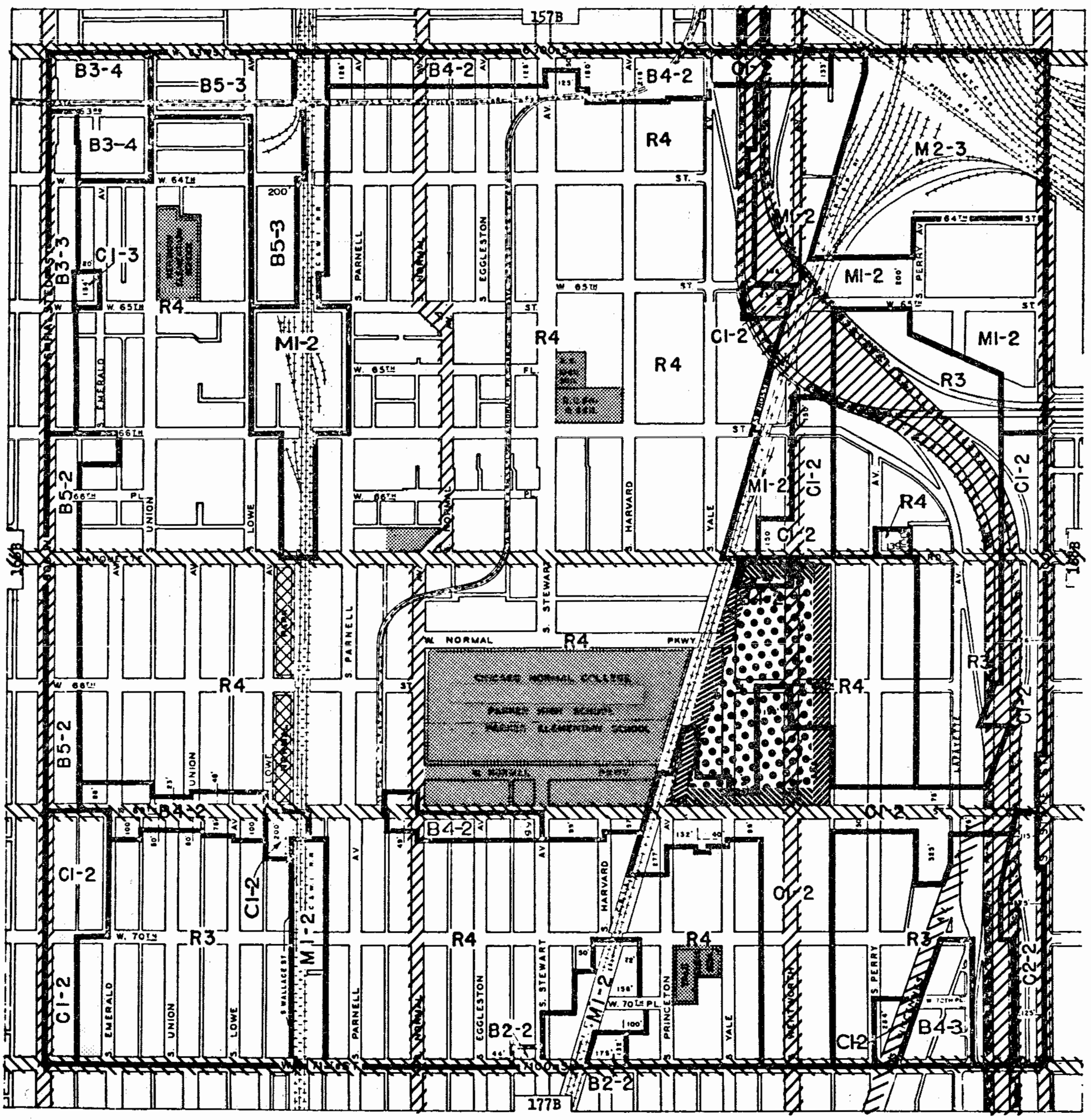
SCALE : 0 100 200 300
SCALE IN FEET

APPLICANT : DEPARTMENT OF
URBAN RENEWAL
CITY OF CHICAGO

DATE : JANUARY 31, 1969

# RESIDENTIAL PLANNED DEVELOPMENT

EXISTING ZONING AND PREFERENTIAL STREET SYSTEM


157B
B3-4
B5-3
B4-2
B4-2
C1-2
R4
M2-3
B3-4
W. 64TH
200'
B5-3
C1-3
B3-3
B5-3
M1-2
M1-2
S. PARNELL
NORMAL
EGGLESTON
W. 65TH
ST.
R4
W. 65TH
M1-2
R4
R4
C1-2
R3
M1-2
S. EMERALD
W. 65TH
FL.
66TH
ST.
B5-2
66TH PL.
UNION
LOWE
W. 66TH
HARVARD
YALE
M1-2
C1-2
R4
C1-2
C1-2
166B
166B
MARQUETTE
S. STEWART
W. NORMAL
R4
PKWY.
S. PARNELL
CHICAGO NORMAL COLLEGE
PARKER HIGH SCHOOL
PARKER ELEMENTARY SCHOOL
W. NORMAL PKWY.
R3
R4
W. 68TH
R4
ST.
B5-2
UNION
LOWE
LAFAYETTE
C1-2
B4-2
B4-2
C1-2
C1-2
C1-2
C1-2
C1-2
M1-2
W. 70TH
R3
R4
R4
R3
HARVARD
S. STEWART
M1-2
W. 70TH PL.
PRINCETON
C1-2
S. EMERALD
UNION
LOWE
S. WALLACE ST.
PARNELL
NORMAL
EGGLESTON
B2-2
YALE
S. PERRY
C12
B4-3
C2-2
B2-2
177B

## LEGEND:

▨ PLANNED DEVELOPMENT BOUNDARY

● PROPOSED PLANNED DEVELOPMENT

━ ZONING DISTRICTS

☒ PARKS AND PLAYGROUNDS

▧ PREFERENTIAL STREETS

░ PUBLIC AND QUASI-PUBLIC FACILITIES

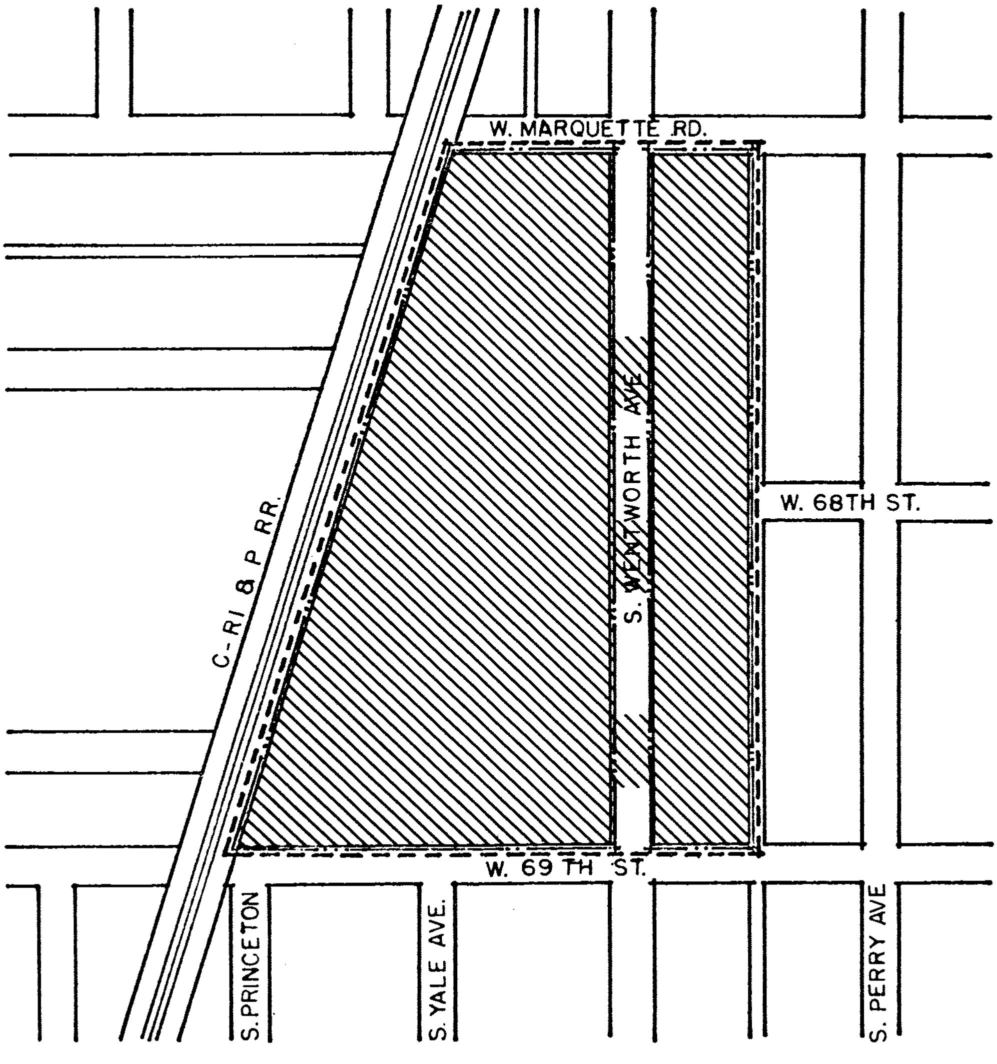
SCALE 0 250' 500' 750'

APPLICANT: DEPARTMENT OF
URBAN RENEWAL
CITY OF CHICAGO

DATE: JANUARY 31, 1969

# RESIDENTIAL PLANNED DEVELOPMENT

## GENERALIZED LAND USE PLAN


W. MARQUETTE RD.
C-RI & P RR.
S. WENTWORTH AVE.
W. 68TH ST.
W. 69 TH ST.
S. PRINCETON
S. YALE AVE.
S. PERRY AVE

**LEGEND:**

▬ ▬ ▬ PLANNED DEVELOPMENT BOUNDARY
▨ ACADEMIC AND RELATED USES

SCALE : 0 100 200 300
SCALE IN FEET

APPLICANT : DEPARTMENT OF
URBAN RENEWAL
CITY OF CHICAGO

DATE : JANUARY 31, 1969

## RESIDENTIAL PLANNED DEVELOPMENT
## (INSTITUTIONAL)

## PLANNED DEVELOPMENT USE AND BULK REGULATIONS AND DATA

| Net Site Area | | General Description of Land Use | Maximum Floor Area Ratio | Maximum % of Land Covered |
|---|---|---|---|---|
| Square Feet | Acres | | | |
| 774,635 | 17.8 | Academic and related uses | 1.2 | 25 |

Gross Area = Net Site Area 17.8 acres + Area of Public Streets 4.09 acres = 21.89 acres

MAXIMUM PERMITTED F.A.R. FOR TOTAL NET SITE AREA: 1.2

Anticipated Population:

| | | |
|---|---|---|
| 1. | Number of Students | 6,000 |
| 2. | Faculty | 300 |
| 3. | Employees | 100 |

Minimum number of off-street parking spaces for students, faculty, and employees: 634 spaces. Actual number of spaces 640 spaces.

Off-street parking and loading requirements for proposed academic and related uses shall be provided as authorized by the R4 General Residence District classification of the Chicago Zoning Ordinance.

Minimum Periphery Building Setbacks:

| | |
|---|---|
| Front Yard | 41 feet |
| Side Yard | 10 feet |
| Rear | 473 feet |

Maximum percentage of land covered (for the Net Site Area): 25 per cent.

Applicant: Department of Urban Renewal, City of Chicago

Date: January 31, 1969

(Continued from page 5296)

to those of a B2-2 Restricted Retail District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification of Area Shown on Map No. 2-G.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-2 Restricted Service District, B4-3 Restricted Service District, and C1-2 Restricted Commercial District symbols and indications as shown on Map No. 2-G in the area bounded by

W. Taylor Street; the alley next east of and parallel to S. Ashland Boulevard; the alley next north of and parallel to W. Roosevelt Road; S. Loomis Street; W. Roosevelt Road; and S. Ashland Boulevard,

to those of an R4 General Residence District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification of Area Shown on Map No. 2-G.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 2-G in the area bounded by

W. Taylor Street; the alley next northwest of S. Blue Island Avenue, or the line thereof if extended where no street exists; the alley next south of and parallel to W. Taylor Street; and S. Carpenter Street,

to those of a B4-2 Restricted Service District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification of Area Shown on Map No. 2-G.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-3 Restricted Commercial District symbols and indications as shown on Map No. 2-G in the area bounded by

W. Taylor Street; S. Blue Island Avenue, or the line thereof if extended where no street exists; W. Roosevelt Road; the alley next east of and parallel to S. May Street; the alley next northwest of S. Blue Island Avenue, or the line thereof if extended where no street exists; W. 11th Street; the alley next east of and parallel to S. Carpenter Street; and the alley next northwest of S. Blue Island Avenue, or the line thereof if extended where no street exists,

to those of an R4 General Residence District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification of Area Shown on Map No. 2-G.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B2-1 Restricted Retail District symbols and indications as shown on Map No. 2-G in the area bounded by

the alley next north of and parallel to W. Taylor Street; S. Carpenter Street; W. Taylor Street; and S. Aberdeen Street,

to those of a B4-2 Restricted Service District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification of Area Shown on Map No. 2-G.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District and C1-3 Restricted Commercial District symbols and indications as shown on Map No. 2-G in the area bounded by

the alley next north of and parallel to W. Taylor Street; S. Miller Street; a line 98 feet north of W. Taylor Street; the alley next east of and parallel to S. Miller Street; W. Taylor Street; and S. Carpenter Street,

to those of a B2-2 Restricted Retail District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification of Area Shown on Map No. 2-G.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-2 Restricted Service District symbols and indications as shown on Map No. 2-G in the area bounded by

the alley next north of and parallel to W. Taylor Street; S. Laflin Street; the alley next north of and parallel to W. Taylor Street; S. Bishop Street; W. Taylor Street; S. Laflin Street; the alley next south of and parallel to W. Taylor Street; the alley next west of and parallel to S. Laflin Street; W. Taylor Street; and S. Garibaldi Place,

to those of a B2-2 Restricted Retail District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification of Area Shown on Map No. 2-G.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R5 General Residence District, B4-2 Restricted Service District, B4-3 Restricted Service District, and C2-2 General Commercial District symbols and indications as shown on Map No. 2-G in the area bounded by

W. Vernon Park Place; the alley next west of and parallel to S. May Street; W. Polk Street; S. May Street; the alley next north of and parallel to W. Taylor Street; and S. Racine Avenue, to those of an R4 General Residence District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification of Area Shown on Map No. 2-G.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 2-G in the area bounded by

> the alley next south of and parallel to W. Flournoy Street; the alley next west of and parallel to S. Laflin Street; the south line of the alley next north of and parallel to W. Polk Street; a line 150 feet west of S. Laflin Street; W. Polk Street; and the alley next east of and parallel to S. Ashland Boulevard,

to those of an R5 General Residence District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

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## Chicago Zoning Ordinance Amended to Reclassify Particular Areas.

On motion of Alderman Metcalfe the City Council took up for consideration the report of the Committee on Buildings and Zoning deferred and published on March 14, 1969, page 5120, recommending that the City Council pass six proposed ordinances transmitted with the committee's report for amendment of the Chicago Zoning Ordinance to reclassify particular areas.

On separate motions made by Alderman Metcalfe *each* of said proposed ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Fifielski, Hoellen, O'Rourke, Wigoda—41.

*Nays*—None.

Said ordinances as passed read respectively as follows (the Italic heading in each case not being a part of the ordinance):

*Reclassification of Area Shown on Map No. 11-G.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R6 General Residence District symbols and indications as shown on Map No. 11-G in the area bounded by

> W. Cuyler Avenue; a line drawn from a point 76 feet 5¼ inches west of N. Broadway along the south line of W. Cuyler Avenue to a point 135 feet 5½ inches west of N. Broadway along the north line of the alley next south of and parallel to W. Cuyler Avenue; the alley next south of and parallel to W. Cuyler Avenue; and a line drawn from a point 235 feet 5½ inches west of N. Broadway along the north line of the alley next south of and parallel to W. Cuyler Avenue to a point 176 feet 5¼ inches west of N. Broadway along the south line of W. Cuyler Avenue,

to those of a B2-4 Restricted Retail District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification of Area Shown on Map No. 11-K.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-2 Restricted Service District symbols and indications as shown on Map No. 11-K in the area bounded by

> W. Montrose Avenue; a line 181 feet east of N. Kedvale Avenue; a line 100 feet south of W. Montrose Avenue; and N. Kedvale Avenue,

to those of a C1-1 Restricted Commercial District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification of Area Shown on Map No. 11-L.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 11-L in the area bounded by

> W. Montrose Avenue; the alley next west of and parallel to N. Cicero Avenue; the alley next south of and parallel to W. Montrose Avenue; and a line 30 feet west of the alley next west of and parallel to N. Cicero Avenue,

to those of a B4-1 Restricted Service District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification of Area Shown on Map No. 13-N.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-1 Restricted Service District symbols and indications as shown on Map No. 13-N in the area bounded by

> W. Higgins Avenue; N. Newland Avenue; the alley next south of and parallel to W. Higgins Avenue; and N. Sayre Avenue,

to those of a B4-2 Restricted Service District, and a corresponding bulk district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification of Area Shown on Map No. 11-G and Map No. 11-F.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R7 General Residence District, B4-5 Restricted Service District, and Planned Development symbols and indications as shown on Maps No. 11-G and 11-F in the area bounded by

W. Leland Avenue; N. Marine Drive; W. Wilson Avenue; a line 254.6 feet west of N. Clarendon Avenue; the alley next north of and parallel to W. Wilson Avenue; N. Clarendon Avenue, W. Eastwood Avenue; and a line 257.9 feet west of N. Clarendon Avenue,

to the designation of a Residential Planned Development which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part hereof and to no others.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[Plan of Development attached to this ordinance printed on pages 5310-5314 of this Journal.]

*Reclassification of Area Shown on Map No. 7-N.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 7-N in the area bounded by

W. Belmont Avenue; the alley next west of and parallel to N. Neenah Avenue; W. Barry Avenue; and the west line of the right of way of the C. M. St. P. & P. RR.,

to those of an R4 General Residence District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

---

### *Failed to Pass*—PROPOSED ORDINANCES FOR AMENDMENT OF CHICAGO ZONING ORDINANCE TO RECLASSIFY PARTICULAR AREAS *(Adverse Committee Recommendations).*

On motion of Alderman Metcalfe the City Council took up for consideration the report of the Committee on Buildings and Zoning deferred and published on March 14, 1969, page 5120, recommending that the City Council *do not pass* two proposed ordinances transmitted with the committee's report for amendment of the Chicago Zoning Ordinance to reclassify particular areas.

Alderman Metcalfe moved to *Concur in* the committee's recommendations. The question in reference to each proposed ordinance thereupon became: *Shall the proposed ordinance Pass, notwithstanding the committee's adverse recommendation?;* and the several questions being so put, *each* of the said proposed ordinances *Failed to Pass,* by yeas and nays as follows: *Yeas*—None; *Nays*—41.

Said proposed ordinances which *Failed to Pass* proposed to amend the Chicago Zoning Ordinance to reclassify particular areas, and are summarized as follows:

To classify as an R4 General Residence District instead of an R2 Single Family Residence District the area bounded by

a line 43 feet north of W. 65th Street; the alley next east of and parallel to S. Keating Avenue; W. 65th Street; and S. Keating Avenue (Map No. 16-K);

To classify as an R4 General Residence District instead of a B4-1 Restricted Service District the area bounded by

a line 122 feet north of W. 123rd Street; the alley next east of and parallel to S. Union Avenue; the west line of the right of way of the Penn. RR.; a line 122 feet north of W. 123rd Street; the alley next west of and parallel to S. Wallace Street; W. 123rd Street; and S. Union Avenue (Map No. 30-F).

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### *Failed to Pass*—PROPOSED ORDINANCES FOR AMENDMENT OF CHICAGO ZONING ORDINANCE TO RECLASSIFY PARTICULAR AREAS *(Adverse Committee Recommendations).*

On motion of Alderman Metcalfe the City Council took up for consideration the report of the Committee on Buildings and Zoning deferred and published on March 14, 1969, pages 5120-5121, recommending that the City Council *do not pass* two proposed ordinances transmitted with the committee's report for amendment of the Chicago Zoning Ordinance to reclassify particular areas.

Alderman Metcalfe moved to *Concur in* the committee's recommendations. The question in reference to each proposed ordinance thereupon became: *Shall the proposed ordinance Pass, notwithstanding the committee's adverse recommendation?;* and the several questions being so put, *each* of the said proposed ordinances *Failed to Pass,* by yeas and nays as follows: *Yeas*—None; *Nays*—41.

Said proposed ordinances which *Failed to Pass* proposed to amend the Chicago Zoning Ordinance to reclassify particular areas, and are summarized as follows:

To classify as a B5-2 General Service District instead of a B4-2 Restricted Service District the area bounded by

a line 125 feet north of W. Montrose Avenue; the alley next east of and parallel to N. Artesian Avenue; W. Montrose Avenue; and N. Artesian Avenue (Map No. 11-I);

To classify as a C1-1 Restricted Commercial District instead of a B4-1 Restricted Service District the area bounded by

W. Belle Plaine Avenue; N. Kedzie Avenue; the alley next south of and parallel to W. Belle Plaine Avenue; and a line 121 feet 1½ inches west of N. Kedzie Avenue (Map No. 11-J).

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### Issuance of Permit Authorized for Erection of Illuminated Sign.

On motion of Alderman Metcalfe the City Council took up for consideration the report of the Committee on Buildings and Zoning deferred and published on March 14, 1969, page 5121, recommending that the City Council pass a proposed order transmitted with

(Continued on page 5315)

## PLAN OF DEVELOPMENT

## RESIDENTIAL PLANNED DEVELOPMENT NO. 37, AS AMENDED

## (INSTITUTIONAL)

## STATEMENTS

1. The area delineated hereon as a "Residential Planned Development" is owned or controlled by Louis A. Weiss Memorial Hospital.

2. Off-street parking and loading facilities will be provided in compliance with this Plan of Development as authorized by the R7 General Residence District of the Chicago Zoning Ordinance.

3. Any dedication of streets or alleys or adjustments of the rights of way or consolidation or resubdivision of parcels shall require a separate submittal on behalf of Louis A. Weiss Memorial Hospital and approval by the City Council.

4. All applicable reviews, approvals or permits are required to be obtained by the Louis A. Weiss Memorial Hospital.

5. Service drives or any other ingress or egress shall be adequately designed and paved in accord with the regulations of the Department of Streets and Sanitation and in compliance with the Municipal Code of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking permitted within such paved areas.

6. Use of land will consist of hospital, research, medical, housing, and related uses as authorized by the Chicago Zoning Ordinance.

   Laboratories or research facilities contained herein shall be governed by performance standards as authorized under the M1 zoning district of the Chicago Zoning Ordinance.

7. The following information sets forth data concerning the property included in said Planned Development and data concerning a generalized land use plan (site plan) illustrating the development of said property in accordance with the intent and purpose of the Chicago Zoning Ordinance as related to an R7 General Residence District classification and with regulations hereby made applicable thereto.

8. The Plan of Development hereby attached shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Developments", as promulgated by the Commissioner of Development and Planning.

APPLICANT: LOUIS A. WEISS MEMORIAL HOSPITAL

DATE: January 17, 1969

## PROPERTY LINE MAP AND RIGHT-OF-WAY ADJUSTMENTS

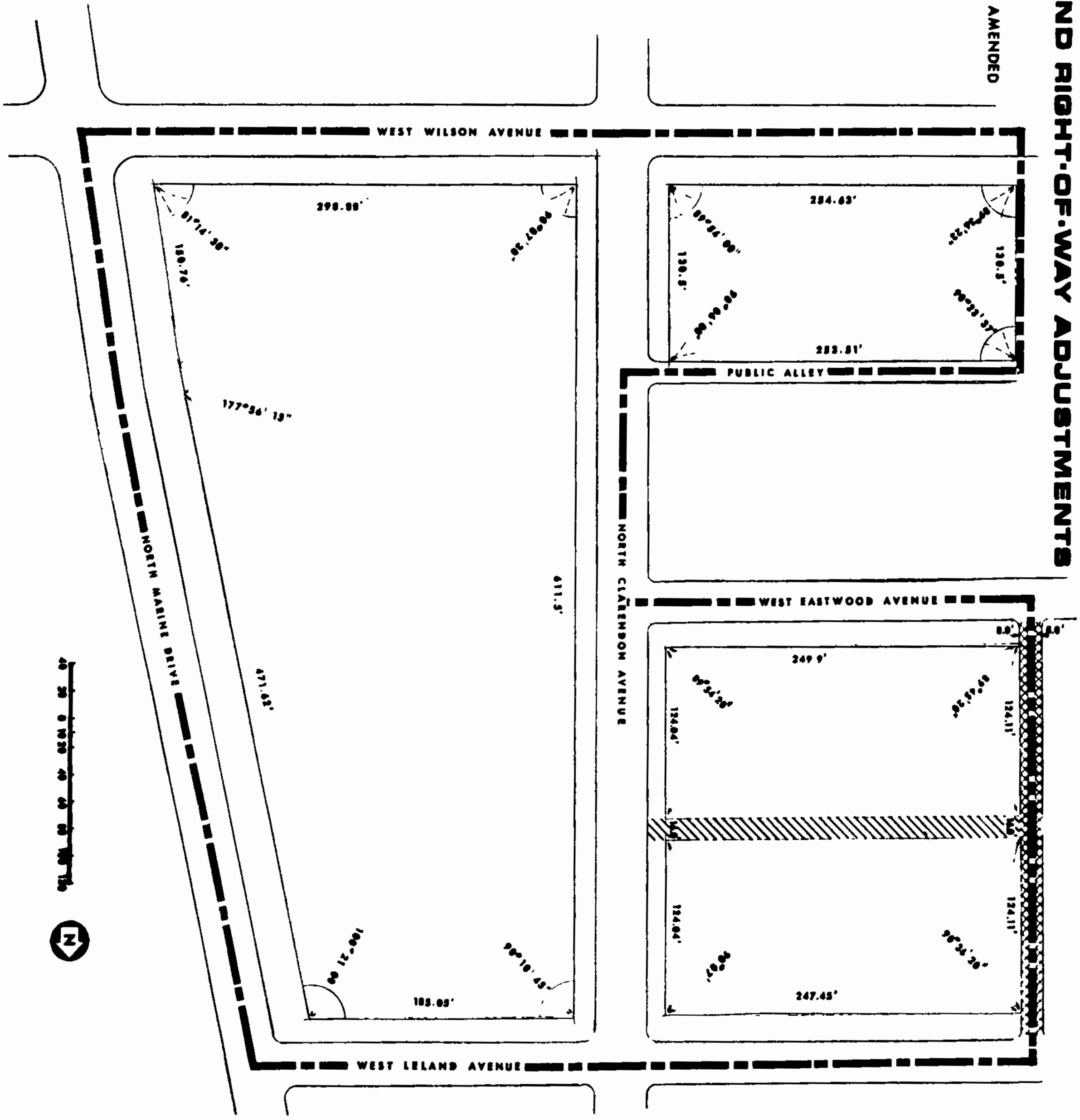
RESIDENTIAL PLANNED DEVELOPMENT No. 37, AS AMENDED
(INSTITUTIONAL)

▬ PLANNED DEVELOPMENT BOUNDARY

▨ ALLEY PROPOSED TO BE VACATED

▩ ALLEY PROPOSED TO BE DEDICATED

APPLICANT; LOUIS A. WEISS MEMORIAL HOSPITAL
DATE; JANUARY 17, 1969


WEST WILSON AVENUE
PUBLIC ALLEY
WEST EASTWOOD AVENUE
WEST LELAND AVENUE
NORTH CLARENDON AVENUE
NORTH MARINE DRIVE
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81°14'30"
90°07'30"
177°56'19"
611.5'
471.62'
100°21'00"
90°10'45"
185.05'
284.63'
283.81'
130.5'
130.5'
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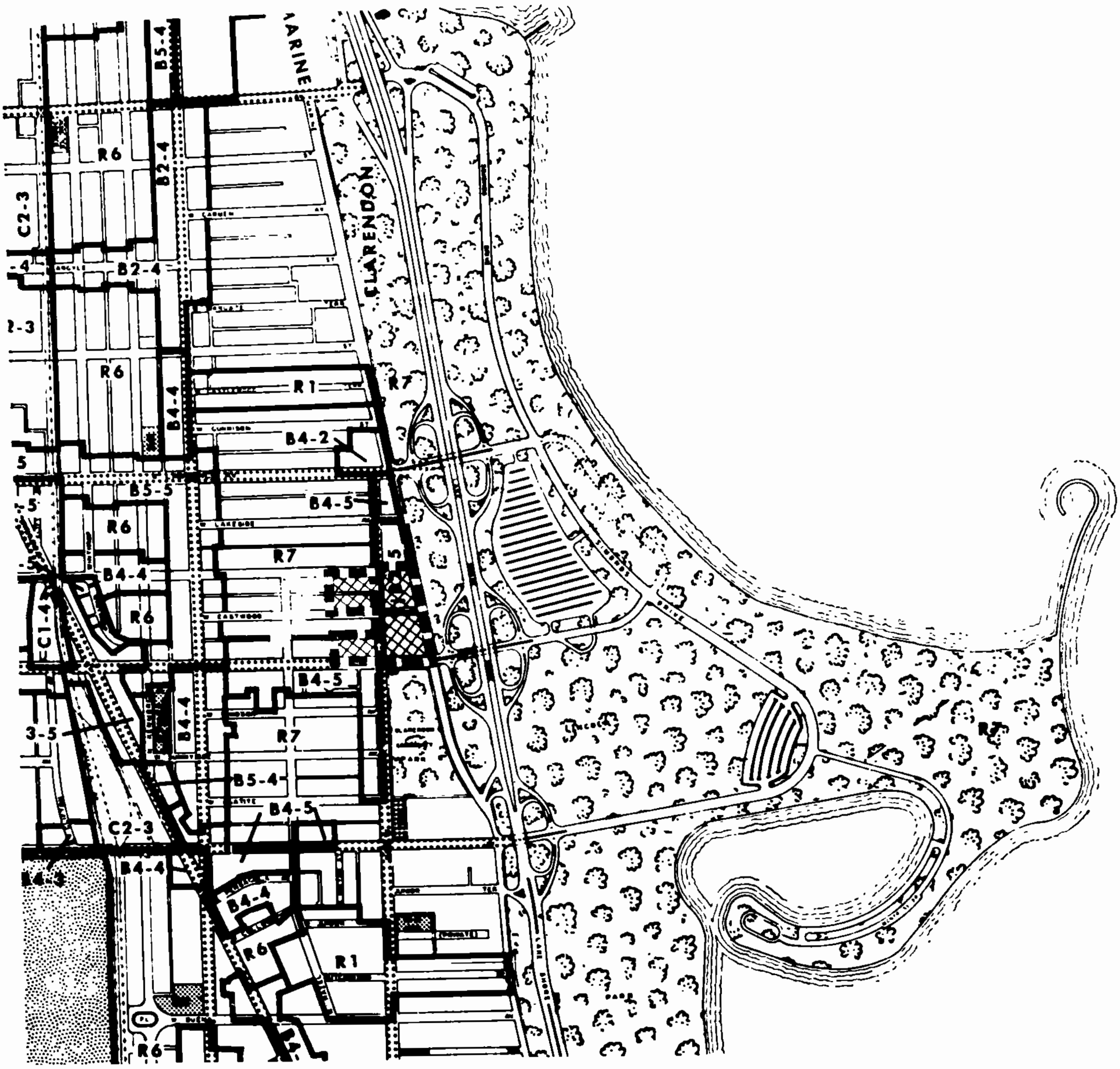
MARINE
B5-4
R6
B2-4
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B2-4
2-3
CLARENDON
R6
B4-4
R1
R7
B4-2
5
B5-5
B4-5
R6
R7
B4-4
R6
C1-4
B4-5
B4-4
R7
3-5
B5-4
B4-5
C2-3
B4-4
B4-4
R6
R1
R6
R7

# EXISTING ZONING AND PREFERENTIAL STREET SYSTEM

## RESIDENTAL PLANNED DEVELOPMENT NO.37, AS AMENDED
## (INSTITUTIONAL)

LEGEND

- ▭ ZONING DISTRICTS
- ▬ PREFERENTIAL STREET SYSTEM
- ▨ CEMETERY
- ▩ RESIDENTIAL PLANNED DEVELOPMENT
- ••••••• RESIDENTIAL PLANNED DEVELOPMENT BOUNDARY
- ▨ PARK
- ▨ SCHOOL

1 0 1 2 3

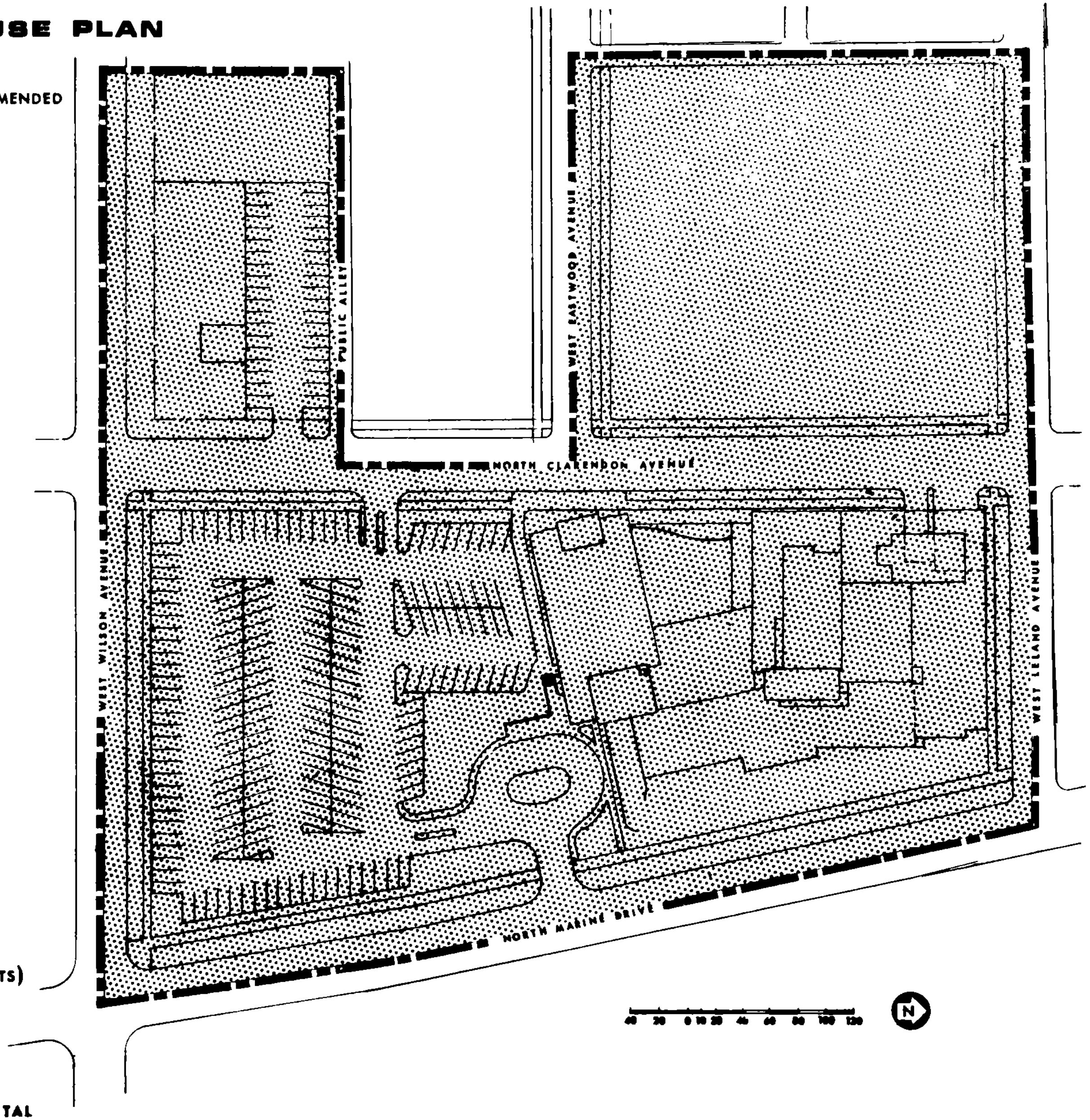
SCALE IN THOUSAND FEET

NORTH

**APPLICANT; LOUIS A. WEISS MEMORIAL HOSPITAL**
**DATE:** JANUARY 17, 1969

## GENERALIZED LAND USE PLAN

RESIDENTIAL PLANNED DEVELOPMENT No. 37, AS AMENDED
(INSTITUTIONAL)


PUBLIC ALLEY
WEST EASTWOOD AVENUE
NORTH CLARENDON AVENUE
WEST WILSON AVENUE
WEST LELAND AVENUE
NORTH MARINE DRIVE
40 20 0 10 20 40 60 80 100 120
N

▬ ▬ PLANNED DEVELOPMENT BOUNDARY

▨ MEDICAL AND RELATED USES
LABORATORIES (CLINICAL AND RESEARCH)
HOUSING (NURSES, INTERNES AND RESIDENTS)

APPLICANT; LOUIS A. WEISS MEMORIAL HOSPITAL
DATE; JANUARY 17, 1969

## PLANNED DEVELOPMENT USE AND BULK REGULATIONS

## RESIDENTIAL PLANNED DEVELOPMENT NO. 37, AS AMENDED
## ( INSTITUTIONAL )

| Net Site Area | | General Description of Land Use and Type | Max. F.A.R. | Max. % of Land Covered |
|---|---|---|---|---|
| Square Feet | Acres | | | |
| 240,856 | 5.53 | Medical and Related Uses<br>Laboratories ( Clinical & Research)<br>Housing ( Nurses, Interns & Residents) | 8.0 | 40% |

THE ABOVE NOTED REGULATIONS RELATE TO THE ULTIMATE DEVELOPMENT WITHIN THE PLANNED DEVELOPMENT AREA. INTERIM STAGES OF DEVELOPMENT MAY EXCEED THESE PERMITTED STANDARDS, SUBJECT TO THE APPROVAL OF THE DEPARTMENT OF DEVELOPMENT & PLANNING.

Gross Site Area = Net Site Area 5.53 Acres plus Area of Right-of-Way of Public Streets and Alleys 1.99 Acres = 7.52 Acres

Maximum permitted F.A.R. for Total Net Site Area = 8.0

Present Population:
A. Medical and Related Uses
  1. Number of Beds 343.
  2. Number of Attending Doctors 85.
  3. Number of Employees ( Maximum in one shift ) 454.
  ( includes 67 nurses, interns and residents. )

B. Housing
  1. Nurses 113.
  2. Interns and Residents 30.

Minimum number of off-street parking spaces for Medical and Related Uses, Laboratories ( Clinical and Research ), Housing ( Nurses, Interns and Residents ) and Private Recreational : 350 spaces. Actual number of PARKING SPACES 488.

Off-street parking and loading requirements for proposed Medical and Related Uses, Laboratories ( Clinical and Research ), Housing ( Nurses, Interns and Residents ) shall be provided as authorized by R7 General Residence District Classification of the Chicago Zoning Ordinance.

Minimum Periphery Setbacks:
A. Boundary and Front Yard Setbacks 25 FEET.
B. Boundary and Side Yard Setbacks 8 FEET.

Minimum Distances Between Buildings:
A. Patient Room Facings 24 FEET.
B. End and Face Walls 24 FEET.

SETBACK AND YARD REQUIREMENTS MAY BE ADJUSTED WHERE REQUIRED TO PERMIT CONFORMANCE TO THE PATTERN OF, OR ARCHITECTURAL ARRANGEMENT RELATED TO, EXISTING STRUCTURES, OR WHEN NECESSARY BECAUSE OF TECHNICAL REASONS, SUBJECT TO THE APPROVAL OF THE DEPARTMENT OF DEVELOPMENT & PLANNING.
Maximum percent of land covered ( for total Net Site Area ) = 40%

APPLICANT: LOUIS A. WEISS MEMORIAL HOSPITAL

DATE: January 17, , 1969

(Continued from page 5309)

the committee's report to authorize the issuance of a permit for the erection and maintenance of an illuminated sign as follows:

| *Permittee* | *Location* | *Dimensions* |
|---|---|---|
| Monarch Laundry | No. 533 E. 103rd Street | 115 square feet |

On motion of Alderman Metcalfe the committee's recommendation was Concurred In and said proposed order was *Passed.*

*Referred*—PROPOSED ORDINANCE FOR APPROVAL OF SUBMISSION OF COMPREHENSIVE MODEL CITIES' PROGRAM TO UNITED STATES GOVERNMENT.

On motion of Alderman Sain the City Council took up for consideration the report of the Committee on Committees and Rules deferred and published on March 14, 1969, page 5170, recommending that the City Council *Refer the proposed ordinance to the Committee on Finance,* relating to the submission of the Comprehensive Model Cities' Program to the United States Government.

Alderman Sain moved to Concur In the committee's recommendation.

### Approval Given to Agreement by Department of Urban Renewal with State of Illinois to Conduct Relocation Survey and Prepare Relocation Plan.

On motion of Alderman Wigoda the City Council took up for consideration the report of the Committee on Planning and Housing deferred and published on March 14, 1969, pages 5134-5135, recommending that the City Council pass a proposed ordinance transmitted with the committee's report to approve an agreement by the Department of Urban Renewal with the State of Illinois to conduct a relocation survey and prepare a relocation plan.

On motion of Alderman Wigoda the committee's recommendation was Concurred In and said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Fifielski, Hoellen, O'Rourke, Wigoda—41.

*Nays*—None.

Alderman Janousek moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said ordinance as passed:

WHEREAS, The State of Illinois proposed to acquire certain property within the City of Chicago for public improvement; and

WHEREAS, The State of Illinois has requested the services of the Relocation Division of the Department of Urban Renewal to assist the State in relocation of occupants from said property; and

WHEREAS, Chapter 15-5 of the Municipal Code of Chicago authorizes the Department of Urban Renewal to undertake relocation services for occupants of sites of Municipal Public Improvement; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The Agreement by the Department of Urban Renewal with the State of Illinois to conduct a relocation survey and prepare a relocation plan, incorporated herein by reference, is hereby approved.

SECTION 2. The Commissioner of the Department of Urban Renewal is authorized to execute such agreement.

SECTION 3. This ordinance is effective from and after its passage and approval.

# MISCELLANEOUS BUSINESS.

*Motion Lost*—TO DISCHARGE COMMITTEE ON JUDICIARY FROM FURTHER CONSIDERATION OF PENDING PROPOSED RESOLUTION.

Aldermen Despres, Rayner, Cousins and Simon presented a motion to discharge the Committee on Judiciary from further consideration of a pending proposed resolution, which was referred to the committee on March 6, 1968, C. J. page 2362, concerning the report of the National Advisory Commission on Civil Disorders, and to take up said proposed resolution for immediate consideration and action thereon.

The question being put, the motion was *Lost.*

### Presence of Visitors Noted.

Honorable Richard J. Daley, Mayor, called the Council's attention to the presence of the following:

30 students from Central Y.M.C.A. High School (Junior Class) (1st Ward), accompanied by Mrs. M. Lurie;

36 students from St. Ignatius High School (Sophomores, Juniors and Seniors) (1st Ward), accompanied by Mr. Robert Lamont;

25 students from Fulton School (Student Council) (14th Ward), accompanied by Mrs. Gertrude O'Connor;

25 Senior Citizens from Clarendon Park (40th Ward), accompanied by Mrs. John Quick;

30 students from the 8th Grade, St. Gertrude Girl Scouts, Troop No. 764 (49th Ward), accompanied by Mrs. Fred Stipek.

The visitors were welcomed and invited to attend future meetings.

### Time Fixed for Next Succeeding Regular Meeting.

By unanimous consent Alderman Keane thereupon presented a proposed ordinance which reads as follows:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the next succeeding regular meeting of the City Council of the City of Chicago to be held after the regular meeting held on Wednesday, the ninth (9th) day of April, 1969, at 10:00 A.M., be and the same is hereby fixed to be held on Thursday, the seventeenth (17th) day of April, 1969, at 10:00 A.M., in the Council Chamber in the City Hall.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Fifielski, Hoellen, O'Rourke, Wigoda—41.

*Nays*—None.

### ADJOURNMENT.

Thereupon Alderman Krska moved that the City Council do *Adjourn.* The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Thursday, April 17, 1969, at 10:00 A.M., in the Council Chamber in the City Hall.

John C Marcin

JOHN C. MARCIN,
*City Clerk.*

*(Published by Authority of the City Council of the City of Chicago)*

COPY

# JOURNAL *of the* PROCEEDINGS

OF THE

# CITY COUNCIL

OF THE

# CITY OF CHICAGO, ILLINOIS

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## Regular Meeting—Thursday, April 17, 1969

**at 10:00 A.M.**

*(Council Chamber—City Hall—Chicago, Illinois)*

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## OFFICIAL RECORD.

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### Call to Order.

On Thursday, April 17, 1969, at 10:00 A.M. (the day and hour appointed for the meeting) Honorable Richard J. Daley, Mayor, called the City Council to order.

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### OFFICIAL STATEMENT OF ELECTION OF ALDERMAN SINGER PLACED IN RECORD.

By unanimous consent, John C. Marcin, City Clerk, thereupon presented for the record the following statement showing the election of Alderman Singer to fill existing vacancy in 44th Ward:

COUNTY CLERK
COUNTY OF COOK
CHICAGO, ILLINOIS 60602

April 10, 1969.

*Honorable John C. Marcin, City Clerk of the City of Chicago, Room 107, City Hall, Chicago, Illinois 60602:*

HONORABLE SIR—This is to advise you that I, as County Clerk of Cook County have this date issued a Certificate of Election to the Honorable William S. Singer, duly elected Alderman of the Forty-Fourth Ward of the City of Chicago at a Supplementary Aldermanic Election held on April 8, 1969 to fill vacancy for the unexpired term caused by the resignation of Alderman Thomas Rosenberg.

Very truly yours,

(Signed) EDWARD J. BARRETT,
*County Clerk.*

### Oath of Office Administered to Alderman Elect.

Honorable Richard J. Daley, Mayor, requested John C. Marcin, City Clerk, to administer the oath of office to the newly elected alderman, William S. Singer, 44th Ward, who then took and subscribed the oath of office as prescribed by statute.

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Honorable Richard J. Daley, Mayor, then called the Council's attention to the presence at the meeting of Alderman Singer's wife and his mother and father. The members of the family acknowledged the Mayor's introduction and were warmly applauded, by the members of the Council and assembled guests.

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### CITY COUNCIL INFORMED AS TO ELECTION AND QUALIFICATION OF NEWLY-ELECTED ALDERMAN.

The City Clerk further informed the City Council that he had received from the Board of Election Commissioners a certified copy of the Statement of Results of the Canvass, signed by the Canvassing Board, of the votes for Alderman of the 44th Ward at a Supplementary Aldermanic Election held on April 8, 1969, to fill the vacancy in said ward, as follows:

| *Name of Candidate* | *Total Vote* |
|---|---|
| James P. Gaughan | 11664 |
| William S. Singer | 12091 |
| *Write-In* | |
| Quincy White | 1 |

### Determination of Quorum.

At the direction of Honorable Richard J. Daley, Mayor, the roll of members of the City Council was called by John C. Marcin, City Clerk, and it was found that the following aldermen were then present:

Aldermen Roti, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Fried, McCutcheon, Singer, Fifielski, Hoellen, Wigoda—44.

*Absent*—Aldermen Swinarski, Sande, Kerwin, O'Rourke, Sperling—5.

On motions of Alderman Hoellen and Alderman Bilandic, respectively, it was ordered noted in the record that Alderman O'Rourke was absent due to serious illness in the family; Alderman Sperling and Alderman Swinarski were absent due to illness.

### Permission Granted to Television and Radio Industries to Televise and Record Proceedings of Meeting.

Alderman Keane stated that he desired to present a motion out of the regular order of business, concerning the televising and recording of the proceedings of the meeting and moved to *Suspend the Rules Temporarily* to permit the immediate presentation of said motion and action thereon without committee consideration.

The question being put, on the motion to Suspend the Rules Temporarily, the motion *Prevailed.*

Alderman Keane thereupon moved to *Grant Permission* to the television and radio industries, to bring their equipment into the Council Chamber and to televise and record the proceedings of this meeting. The question being put, the motion *Prevailed.*

### Invocation.

Reverend Retha Brown, Pastor, Progressive Baptist Church, opened the meeting with prayer.

### JOURNAL (April 9, 1969).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on Wednesday, April 9, 1969, at 10:00 A.M., signed by him as such City Clerk.

Alderman Despres moved to *Correct* said printed Official Journal as follows:

> Page 5231—left-hand column—by striking out the figure "37.00" as printed in the twenty-second line from the bottom of the page, and inserting the figure "55.00" in lieu thereof.
>
> Page 5272—left-hand column—by striking out the language "Nays—Alderman Despres—1" appearing in the twenty-eighth line from the top of the page, and inserting in lieu thereof the language "Nays—None"; also by inserting the name "Despres" immediately after the name "Holman" appearing in the twentieth line from the top of the page and by deleting the figure "43" appearing in the twenty-seventh line from the top of the page and inserting in lieu thereof the figure "44".

The motion to Correct *Prevailed.*

Alderman Wigoda moved to approve said printed Official Journal, *as corrected,* and to dispense with the reading thereof. The question being put, the motion *Prevailed.*

## REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

### *Referred*—PROPOSED ORDINANCE TO AUTHORIZE FILING OF APPLICATION WITH DEPT. OF TRANSPORTATION OF U.S.A. FOR GRANT UNDER URBAN MASS TRANSPORTATION ACT.

Honorable Richard J. Daley, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

April 17, 1969.

*To the Honorable, The City Council of the City of Chicago:*

GENTLEMEN—I transmit herewith for your consideration a proposed ordinance authorizing the filing of an application with the Department of Transportation of the United States of America for a grant under the Urban Mass Transportation Act of 1964.

The particular project involved is the extension of low cost public transportation from the Jefferson Park terminal of the rapid transit route to the terminal and cargo areas of O'Hare Airport.

Your favorable consideration of this proposal is requested.

Very truly yours,
(Signed) RICHARD J. DALEY,
*Mayor.*

### *Referred*—PROPOSED ORDINANCE TO AMEND SECTION 36-31 OF MUNICIPAL CODE TO PRESCRIBE NEW REGULATIONS FOR ISSUANCE OF PERMITS FOR PARADES, PUBLIC ASSEMBLIES, ETC.

Honorable Richard J. Daley, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Police, Fire, Civil Service, Schools and Municipal Institutions:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

April 17, 1969.

*To the Honorable, The City Council of the City of Chicago:*

GENTLEMEN—At the request of the Corporation Counsel, I transmit herewith an ordinance prescribing a new procedure to be followed in the issuance of permits for parades, public assemblies and other similar activities on the streets of our city. The present provisions of the Municipal Code covering this subject are currently the subject of attack in litigation in the United States District Court and it is the Corporation Counsel's opinion that this new section is more in harmony with recent court decisions on the subject.

I respectfully request your favorable consideration of this ordinance.

Very truly yours,
(Signed) RICHARD J. DALEY,
*Mayor.*

*Referred*—PROPOSED ORDINANCE TO DESIGNATE FRIDAY, MAY 9, 1969 AS TAG DAY FOR CHICAGO FEDERATION OF AGED AND ADULT CHARITIES.

Honorable Richard J. Daley, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

April 17, 1969.

*To the Honorable, The City Council of the City of Chicago:*

GENTLEMEN—In accordance with Section 36-13 of the Municipal Code, I transmit herewith an ordinance designating Friday, May 9, 1969 as Tag Day for the Chicago Federation of Aged and Adult Charities.

Your favorable consideration of this ordinance will be greatly appreciated.

Very truly yours,
(Signed) RICHARD J. DALEY,
*Mayor.*

*Referred*—PROPOSED ORDINANCES CONCERNING SPECIFIED URBAN RENEWAL PROJECTS.

Honorable Richard J. Daley, Mayor, at the request of Lewis W. Hill, Chairman of the Department of Urban Renewal, submitted communications dated April 17, 1969, transmitting proposed ordinances affecting specified Urban Renewal Projects, which were *Referred to the Committee on Planning and Housing,* as follows:

Approving the Redevelopment Plan and Feasibility of Relocation for Neighborhood Development Program Project 69th-South Chicago;

Approving Sale of Certain Land in Slum and Blighted Area Redevelopment Project Noble-Division.

## Tribute Paid to Gallant Members of Police Department during Recent Confrontation on South Side.

Honorable Richard J. Daley, Mayor, on behalf of himself and the other members of the City Council presented the following proposed resolution:

WHEREAS, The far southeast side community of the City of Chicago, in the vicinity of 95th Street and Exchange Avenue, was on Monday, April 14, 1969, terrorized by an individual who undertook a six-hour siege of the community, firing his rifle and throwing hand grenades and bombs from the apartment in which he lived, thereby creating imminent danger to the lives of all within his range; and

WHEREAS, Members of the Chicago Police Department responded to the call for help, fearlessly and with total devotion to duty, disregarding the utter peril to which they were exposing themselves and, in the course of the action of subduing the terrorist, two policemen were killed and four others wounded; and

WHEREAS, The heavily stocked arsenal of death and destructive weapons was initially discovered as a result of outstanding police work, which had commenced following recent bombings on the southeast side. Five officers came upon the premises during the course of their investigation of these bombings, including Sergeants James Schaffer and Anthony Norka, and Detectives William McInerney, William Ryan and Jerome Stubig. Detective McInerney knocked at the rear door of the apartment in which the arsenal was located and the response emitted was a fusillade of bullets from a high powered rifle, one of which struck Detective McInerney in the chest and others visiting death upon Sergeant Schaffer and Detective Stubig. Sergeant Norka sustained ear damage through the concussion and two officers reporting at the scene thereafter were also wounded, Patrolman Arthur J. Siechanowski, who was knocked unconscious by concussion and falling debris from a bomb thrown by the killer, and Patrolman William J. Johnston, who sustained a scalp wound when a bullet creased his head; and

WHEREAS, The conduct of Deputy Superintendent of Police James M. Rochford, who personally took command at the scene of the tragedy, together with Chief of Patrol John T. Kelly, exemplified extraordinary courage and selflessness and the most praiseworthy quality of leadership when confronting the sniper, while themselves unarmed, and achieved their mission in the face of the greatest personal danger and thereby terminating one of the most terrifying and tragic incidents in recent history in the City of Chicago; and

WHEREAS, The dead and wounded policemen, and their unhurt comrades, did not sacrifice their lives and wellbeing in vain; they serve as heroic examples of all policemen, who chose their careers with full knowledge that their service might at any moment demand the supreme sacrifice. This tragic event also serves to impress us all with a greater appreciation of the valor of our City's policemen, who, no less than soldiers in battle, are called upon routinely to face other hazardous situations and circumstances similar to that which took place on Monday; and

WHEREAS, For the sacrifices of the two valiant policemen who served the citizens of this community at the cost of their lives, and for the courage and dedication of their surviving comrades, words cannot adequately express the sense of gratitude and reverence which is due them; and

WHEREAS, Too often citizens take for granted the fact that every policeman is sworn under oath to undertake the preservation of peace and the protection of the public irrespective of his possible exposure to death and injury; and too often citizens indulge in unthinking criticism of and disrespect for those efforts made by members of the Chicago Police Department in their difficult assignments; and

WHEREAS, Through their valor and selflessness, the fallen, the wounded and the surviving heroes have demonstrated through deeds, the meaning and significance and cost of maintaining peace and order, acts which will be forever engraved in our minds and hearts; now, therefore,

*Be It Resolved,* That the Mayor and members of the City Council of the City of Chicago, in meeting assembled this seventeenth day of April, 1969, together with all the people of the City, by this Resolution spread upon the Record of Proceedings of the City Council, hereby express our deep sense of obligation, profound regret and mourning upon the deaths of Sergeant James R. Schaffer and Detective Jerome Stubig, and further express their gratitude and appreciation to those wounded in the line of duty, Sergeant Anthony D. Norka, Detectives William E. McInerney and William Ryan and Patrolmen Arthur J. Siechanowski and William J. Johnston, as well as to the heroic leaders and policemen who survived and restored the peace to the community; and

*Be It Further Resolved,* That as marks of respect to their memories, copies of this Resolution be presented to the families of Sergeant James R. Schaffer and Detective Jerome Stubig; that copies also be presented to the men who were wounded in the line of duty, Sergeant Anthony D. Norka, Detectives William E. McInerney and William Ryan and Patrolmen Arthur J. Siechanowski and William J. Johnston, as well as to Deputy Superintendent of Police James M. Rochford and Chief of Patrol John T. Kelly.

Alderman Burke moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed.*

On motion of Alderman Burke (seconded by Aldermen Buchanan, Hoellen, Scholl and Holman) the foregoing proposed resolution was *Adopted,* unanimously, by a rising vote.

Alderman Burke and the seconding aldermen spoke at length of the debt of gratitude the citizenry of Chicago owed to all policemen and in particular to Sergeant Schaffer and Detective Stubig for their bravery in facing the terrible danger that was present. They spoke of the complete lack of regard for their own lives displayed by all the policemen involved in trying to avert any further loss of lives. All of the police displayed a singular devotion to duty. They urged that all possible measures be taken to insure that the Police Department would always have all the finest equipment with which to carry out their tasks. All the aldermen expressed their deep sympathy to the bereaved families.

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## *CITY COUNCIL INFORMED AS TO MISCELLANEOUS DOCUMENTS FILED OR RECEIVED IN CITY CLERK'S OFFICE.*

John C. Marcin, City Clerk, informed the City Council that documents have been filed or received in his office, relating to the respective subjects designated, as follows:

### *Proclamations.*

"Polish Constitution Day in Chicago": May 4, 1969;

"Salvation Army Week in Chicago": May 12-18, 1969;

"Asthma and Allergy Week in Chicago": Week of May 18, 1969;

"Arbor Day in Chicago": Friday, April 25, 1969;

"Mental Health Month in Chicago": Month of May, 1969.

### *Acceptances and Bonds under Ordinances.*

Also acceptances and bonds under ordinances as follows:

Ferguson and Lange Foundries, Inc.: acceptance and bond under an ordinance passed on January 17, 1969 (switch track); filed on March 24, 1969;

St. Rita of Cascia College: acceptance and bond under an ordinance passed on January 17, 1969 (tunnel); filed on March 20, 1969;

The University of Chicago: acceptance and bond under an ordinance passed on January 17, 1969 (vault with access gates); filed on March 18, 1969;

F. W. Woolworth Co.: acceptance and bond under an ordinance passed on January 17, 1969 (vault); filed on March 20, 1969.

### *State Approval of Ordinances Concerning M.F.T. Projects.*

Also communications from G. T. March, District Engineer, dated April 15 and 16, 1969, announcing that the Division of Highways of the Department of Public Works and Buildings of the State of Illinois has approved ordinances passed by the City Council on March 14, 1969 relating to the respective subjects specified (involving expenditures of motor fuel tax funds), as follows:

Funds authorized for repair and reconstruction of curbing in Arterial Streets of State Highways (Section Curb and Gutter 1969-A);

Funds authorized for repair and reconstruction of curbing improved streets other than Arterial Streets and State Highways (Section Curb and Gutter 1969-N);

Funds authorized for maintenance and repair of sidewalks in residential area with City to share fifty percent of cost with property owner;

Funds authorized for pavement repairs in Arterial Streets, County and State Highways during Year 1969 (Section Arterial Street Maintenance 1969);

Funds authorized for pavement repairs in improved streets other than Arterial Streets and State Highways (Section Non Arterial Street Maintenance 1969);

Funds authorized for street-cleaning maintenance in Arterial Streets, County and State Highways during Year 1969;

Funds authorized for street-cleaning maintenance in improved streets other than Arterial Streets, County and State Highways;

Funds authorized for cleaning and repair of sewers and sewer appurtenances on Arterial Streets and State Highways.

### *Duplicate Payrolls.*

Also duplicate payrolls for the period ended on March 31, 1969, received from Otto H. Loser, City Comptroller, as follows:

Police Department Payrolls 1180, 1180H, 1186 and 1187;

Fire Department Payrolls 1230, 1230H and 1235;

Miscellaneous Payrolls.

## *CITY COUNCIL INFORMED AS TO PUBLICATION OF ORDINANCES.*

The City Clerk informed the City Council that all those ordinances which were passed by the City Council on April 9, 1969, and which were required by statute to be published in book or pamphlet form or in one or more newspapers, were published in pamphlet form on April 17, 1969 by being printed in full text in printed pamphlet copies of the Journal of the Proceedings of the City Council of the regular meeting held on April 9, 1969 [published by authority of the City Council in accordance with the provisions of Section 5-5 of the Municipal Code of Chicago, as passed on December 22, 1947], which printed pamphlet copies were delivered to the City Clerk on April 17, 1969.

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## *MISCELLANEOUS COMMUNICATIONS, REPORTS, ETC. REQUIRING COUNCIL ACTION (TRANSMITTED TO CITY COUNCIL BY CITY CLERK).*

The City Clerk transmitted communications, reports, etc., relating to the respective subjects listed below, which were acted upon by the City Council in each case in the manner noted, as follows:

### *Monthly Report of Board of Health (Dept. of Medical Examination and Emergency Treatment).*

A report of the Board of Health (Dept. of Medical Examination and Emergency Treatment) for the month of March, 1969.—*Placed on File.*

### *Recommendations by Commissioner of Development and Planning and Zoning Administrator Pertaining to Specified Amendments to Chicago Zoning Ordinance.*

Also a communication signed by Lewis W. Hill, Commissioner of the Department of Development and Planning under date of April 17, 1969, showing recommendations of the Commissioner and the Zoning Administrator concerning zoning amendments for which public hearings were held on April 14, 1969 in accordance with provisions of Section 11.9-4 of the Chicago Zoning Ordinance as passed by the City Council on January 31, 1969.—*Placed on File.*

### *Zoning Reclassifications of Particular Areas.*

Also applications (in triplicate) of the persons named below, together with proposed ordinances, for amendment of the Chicago Zoning Ordinance as amended, for the purpose of reclassifying particular areas, which were *Referred to the Committee on Buildings and Zoning,* as follows:

Willie Brisco—to classify as a C1-1 Restricted Commercial District instead of an R2 Single Family Residence District the area shown on Map No. 28-H bounded by

> a line 150 feet north of W. 117th Street; S. Vincennes Avenue; W. 117th Street; and the alley next northwest of and parallel to S. Vincennes Avenue;

Don R. Gunderson—to classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map No. 9-L bounded by

> the alley next north of and parallel to W. Byron Street; a line 150 feet east of N. Lamon Avenue; W. Byron Street; and N. Lamon Avenue;

William J. Hlavacek—to classify as a B4-1 Restricted Service District instead of an R4 General Residence District the area shown on Map No. 11-M bounded by

> the alley next north of and parallel to W. Montrose Avenue; N. Mobile Avenue; W. Montrose Avenue; and a line 182.8 feet west of N. Mobile Avenue;

John Moloitis—to classify as a B4-2 Restricted Service District instead of a B3-2 General Retail District the area shown on Map No. 12-F bounded by

> W. 54th Place; the alley next east of and parallel to S. Halsted Street; the alley next south of and parallel to W. 54th Place; and S. Halsted Street;

Lowell Ruffer and Norman Finkel—to classify as an R5 General Residence District instead of an R4 General Residence District the area shown on Map No. 18-B bounded by

> a line 167 feet southeast of E. Cheltenham Place; a line 200 feet southwest of S. South Shore Drive; the alley next north of and parallel to E. 79th Street; and the alley next southwest of and parallel to S. South Shore Drive.

### *Claims against City of Chicago.*

Also claims against the City of Chicago, which were *Referred to the Committee on Finance,* filed by the following:

Albert Bickford, Willard A. Darlage, Mosses Day, Kathleen Eden, Carlton J. Ellis and Eugene W. Ellis, Wiclef Frantz, Terrence D. Hodder, Home Insurance Co., and Paul V. Williams, Hudland Corp., Pablo LaBoy, Liberty Mutual Insurance and Henry J. Kettler, Maryland Casualty Co., and Cars for Commerce, Herman Griffiths, Marcia Matys, Motors Insurance and Pat Ryan & Assoc. #1, Dr. Jack Phillips, Nathaniel Pierce, Estate of Nathan Pickman, James L. Piet, Garth Pochocki, Frank E. Polson, Raymond Rovello, St. Bernard Hospital, Edith St. Pierre, Security National Insurance Co., and Patrick J. Daly, State Farm Insurance (2) William M. Cohen and Thomsen Louis, James Stubblefield, Mrs. C. J. Swiontek, Dorothy Thomas, Jeannette L. Tracy, Estate of Stanley L. Wisz, John Zaglifa.

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## *Referred*—PROPOSED ORDINANCES RECOMMENDED BY BOARD OF LOCAL IMPROVEMENTS FOR *Repeal* OF CERTAIN IMPROVEMENT ORDINANCES.

The City Clerk transmitted two communications from Virgil A. Berg, Secretary of the Board of Local Improvements, addressed to him under dates of April 15 and April 16, 1969, transmitting two proposed ordinances recommended by the Board for *repeal* of the improvement ordinances passed on the dates noted below, which were *Referred to the Committee on Local Industries, Streets and Alleys,* as follows:

Constructing a ten inch tile pipe sewer with three new concrete manholes and three new concrete catchbasins complete and for grading and paving with eight inches of Portland Cement Concrete and otherwise improving the roadway of the alley between W. 32nd Street, W. 33rd Street, S. Hoyne

Avenue and S. Hamilton Avenue (repeals ordinance passed on January 17, 1968);

Constructing a ten inch tile pipe sewer with two new concrete manholes and three new concrete catchbasins complete and for grading and paving with eight inches of Portland Cement Concrete and otherwise improving the roadway of the alley between W. 64th Street, W. 64th Place, S. St. Louis Avenue and S. Central Park Avenue; also that part of the east and west alley from a line parallel with and eighteen feet east of the west line of S. St. Louis Avenue to the west line of S. St. Louis Avenue (repeals ordinance passed on July 11, 1968).

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### *Referred*—Proposed Ordinances Recommended by Board of Local Improvements for Construction of Sidewalks and for Street and Alley Improvements.

The City Clerk transmitted the following communications addressed to him under date of April 16, 1969 (signed by Virgil A. Berg, Secretary of the Board of Local Improvements), which were together with the proposed ordinances transmitted therewith, *Referred to the Committee on Local Industries, Streets and Alleys:*

"Submitted herewith is an improvement ordinance for presentation to the City Council at its next regular meeting, April 17, 1969:

Ward 18—Construction of a concrete sidewalk six (6) feet in width and one (1) foot from the lot line towards the curb line in a system of streets as follows:

East side of S. Hoyne Avenue from the south curb line of W. 79th Street to the north curb line of W. 80th Place; beginning again at the south line of the first alley south of the south curb line of W. 81st Place to the north curb line of W. 83rd Street, etc."

"Submitted herewith are nine (9) improvement ordinances for presentation to the City Council at its next regular meeting, April 17, 1969.

"As provided in the Local Improvement Act, the Board has held public hearings on said improvements with reference to the extent, nature, kind, character and estimated cost thereof and recommends passage of said ordinances:

Ward 11—Grading and paving alley between W. 35th Street, W. 35th Place, S. Lituanica Avenue and S. Sangamon Street;

Ward 18—Grading, paving and improving W. 83rd Street. A fifteen (15) foot roadway in the south one-half (S½) of W. 83rd Street from the east line of S. Kildare Avenue to the east line of S. Kolin Avenue;

Ward 21—Grading and paving alleys between W. 115th Street, W. 116th Street, S. May Street and S. Racine Avenue;

Ward 23—Grading and paving alley between W. 63rd Street, W. 63rd Place, S. Nottingham Avenue and Chicago and Western Indiana R.R.;

Ward 23—Grading and paving alleys between W. 50th Street, W. 51st Street, S. Kilpatrick Avenue and S. Keating Avenue, etc.;

Ward 23—Grading and paving alleys between W. 64th Street, W. 64th Place, S. Narragansett Avenue and S. Natchez Avenue;

Ward 23—Grading and paving alley between W. 43rd Street, W. 44th Street, S. Kedvale Avenue and S. Keeler Avenue;

Ward 23—Grading and paving alley between W. 49th Street, W. 50th Street, S. Knox Avenue and S. Kilpatrick Avenue;

Ward 38—Grading and paving alleys between W. Cornelia Avenue, W. Newport Avenue, N. Mobile Avenue and N. Narragansett Avenue."

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### *Placed on File*—Notifications as to Selections of Proxies to Affix Signatures of Mayor and City Comptroller to Project Notes for Urban Renewal, Redevelopment and Conservation Area Projects; and Selection of Proxy by City Comptroller to Affix Signature to Board of Education Tax Anticipation Warrants for School Purposes.

The City Clerk transmitted the following communications, which were *Placed on File:*

Office of the Mayor
City of Chicago

April 15, 1969.

*To the Honorable, The City Council of the City of Chicago:*

Gentlemen—Please take notice that I have selected and do hereby designate J. W. Parker as my proxy for me and in my name, place and stead to affix my signature as Mayor of the City of Chicago to the notes comprising the respective issues of Project Notes of the City of Chicago, Illinois, as may be issued from time to time as authorized by ordinance adopted by the City Council of the City of Chicago on April 9, 1969, entitled:

> "Ordinance Authorizing the Sale, Issuance and Delivery of Project Notes and the Execution of Requisition Agreements",

and each series of notes is to be issued on behalf of the respective urban renewal, redevelopment, conservation area projects or Neighborhood Development Program being undertaken by the City of Chicago and carried out with financial aid from the United States of America pursuant to Loan and Grant Contracts or Funding Agreements, which contracts, their respective projects, maximum amounts and effective dates, more fully identified in the above referred to ordinance are as follows:

| *Contract Number* | *Project* | *Amount* | *Effective Date* |
|---|---|---|---|
| Ill. R-3 (LG) | Ill. R-3 | $10,925,188 | 3-13-58 |
| Ill. R-6 (LG) | Ill. R-6 | 6,955,153 | 9-18-61 |
| Ill. R-9 (LG) | Ill. R-9 | 5,384,566 | 12-23-59 |
| Ill. R-12 (LG) | Ill. R-12 | 10,477,292 | 10-25-63 |
| Ill. R-16 (LG) | Ill. R-16 | 1,329,332 | 7-24-58 |
| Ill. R-31 (LG) | Ill. R-31 | 8,424,417 | 10-25-63 |
| Ill. R-37 (LG) | Ill. R-37 | 3,730,126 | 11-6-61 |
| Ill. R-43 (LG) | Ill. R-43 | 3,186,005 | 10-11-65 |
| Ill. R-45 (LG) | Ill. R-45 | 2,497,028 | 1-14-64 |
| Ill. R-47 (LG) | Ill. R-47 | 10,569,861 | 5-12-65 |
| Ill. R-50 (LG) | Ill. R-50 | 20,635,461 | 1-11-66 |
| Ill. R-52 (LG) | Ill. R-52 | 14,135,737 | 4-12-62 |
| Ill. R-75 (LG) | Ill. R-75 | 537,115 | 7-11-67 |
| Ill. R-76 (LG) | Ill. R-76 | 1,542,757 | 7-11-67 |
| Ill. A-1 (LG) No. 1 | Ill. A-1 | 51,195,941 | |

The principal amounts of the respective series of notes issued on behalf of each of said above-identified projects shall not exceed the maximum amount set out for each of said respective projects. The Project Notes of the respective issues of which they form a part shall be numbered, in the form and in such denominations, shall be dated, shall mature and shall bear interest at such rates as determined in accordance with the provisions of said ordinance.

Appended hereto is a written signature as my name is to appear on said notes, executed by J. W. Parker, with proxy's own signature underneath as required by statute.

Very truly yours,
(Signed) RICHARD J. DALEY,
*Mayor.*

**[Signatures appended as stated]**

CITY OF CHICAGO
OFFICE OF CITY COMPTROLLER

April 15, 1969.

*To the Honorable, The City Council of the City of Chicago:*

GENTLEMEN—Please take notice that I have selected and do hereby designate T. F. Murphy as my proxy for me and in my name, place and stead to affix my signature as City Comptroller of the City of Chicago to the notes comprising the respective issues of Project Notes of the City of Chicago, Illinois, as may be issued from time to time as authorized by ordinance adopted by the City Council of the City of Chicago on April 9, 1969, and entitled:

> "Ordinance Authorizing the Sale, Issuance and Delivery of Project Notes and the Execution of Requisition Agreements",

and each series of notes is to be issued on behalf of the respective urban renewal, redevelopment, conservation area projects or Neighborhood Development Program being undertaken by the City of Chicago and carried out with financial aid from the United States of America pursuant to Loan and Grant Contracts or Funding Agreements, which contracts, their respective projects, maximum amounts and effective dates, more fully identified in the above referred to ordinance are as follows:

| *Contract Number* | *Project* | *Amount* | *Effective Date* |
|---|---|---|---|
| Ill. R-3 (LG) | Ill. R-3 | $10,925,188 | 3-13-58 |
| Ill. R-6 (LG) | Ill. R-6 | 6,955,153 | 9-18-61 |
| Ill. R-9 (LG) | Ill. R-9 | 5,384,566 | 12-23-59 |
| Ill. R-12(LG) | Ill. R-12 | 10,477,292 | 10-25-63 |
| Ill. R-16(LG) | Ill. R-16 | 1,329,332 | 7-24-58 |
| Ill. R-31(LG) | Ill. R-31 | 8,424,417 | 10-25-63 |
| Ill. R-37(LG) | Ill. R-37 | 3,730,126 | 11-6-61 |
| Ill. R-43(LG) | Ill. R-43 | 3,186,005 | 10-11-65 |
| Ill. R-45(LG) | Ill. R-45 | 2,497,028 | 1-14-64 |
| Ill. R-47(LG) | Ill. R-47 | 10,569,861 | 5-12-65 |
| Ill. R-50(LG) | Ill. R-50 | 20,635,461 | 1-11-66 |
| Ill. R-52(LG) | Ill. R-52 | 14,135,737 | 4-12-62 |
| Ill. R-75(LG) | Ill. R-75 | $ 537,115 | |
| Ill. R-76(LG) | Ill. R-76 | 1,542,757 | |
| Ill. A-1 (LG) No. 1 | Ill. A-1 | 51,195,9 | |

The principal amounts of the respec notes issued on behalf of each of sa fied projects shall not exceed the m set out for each of said respecti Project Notes of the respective they form a part shall be numb and in such denominations, sha mature and shall bear interest determined in accordance with t said ordinance.

Appended hereto is a written sig name is to appear on said notes execute Murphy, with the proxy's own signature und as required by statute.

**Very truly yours,**
(Signed) OTTO H. LOSER,
*City Comptroller.*

[Signature appended as stated]

CITY OF CHICAGO
OFFICE OF CITY COMPTROLLER

April 10, 1969.

*To the Honorable, The City Council of the City of Chicago:*

GENTLEMEN—Please take notice that I have selected and do hereby designate Edward J. Koval as my proxy, for me and in my name, place and stead to affix my signature as City Comptroller of the City of Chicago to the Tax Anticipation Warrants issued against and in anticipation of the collection of taxes levied for the year 1969 for the following Board of Education School Purposes, which warrants are to be numbered consecutively commencing with Numbers 1, prefixed as follows for each of the Board of Education School Purposes, respectively:

| | |
|---|---|
| Educational Fund | E-9001 |
| Building Purposes and the Purchase of School Grounds Fund | B-1 |
| Free Textbooks Fund | T-1 |

which warrants may be of the denomination of $1,000.00 or of the denomination of multiples of $1,000.00 and which in the aggregate principal amount shall not exceed 75 per cent of the tax levy for 1969 for said purposes respectively.

Appended hereto is a written signature as my name is to appear on said Tax Anticipation Warrants, executed by the said Edward J. Koval, with the said proxy's own signature underneath, as required by statute.

**Very truly yours,**
(Signed) OTTO H. LOSER,
***City Comptroller.***

[Signature appended as stated]

*Placed on File*—**Report of Voucher Payments for Personal Services.**

**e City Clerk transmitted the following report received from Otto H. Loser, City Comptroller, which ed *on File* and ordered published:**

ERSONAL SERVICES PAID BY VOUCHER DURING MONTHS OF JULY, AUGUST AND SEPTEMBER, 1968.

| | *Address* | *Department* | *Title* | *Account* | *Rate* | *July* | *Aug.* | *Sept.* |
|---|---|---|---|---|---|---|---|---|
| | 1 N. Austin Av. | Fire | Widow's Pension | Corporate | $1,233.00 Mo. | $3,699.00 | $ | $ |
| | Greenleaf | " | " | " | 967.00 Mo. | 967.00 | 967.00 | 967.00 |
| | 30 S. Hermitage Av. | " | " | " | 1,015.00 Mo. | 1,015.00 | 1,015.00 | 1,015.00 |
| | Wolcott | " | " | " | 750.00 Mo. | 750.00 | 750.00 | 750.00 |
| | 792 Wood St. | " | " | " | 623.00 Mo. | 623.00 | 623.00 | 623.00 |
| | 4[illegible]41 S. Langley Av. | Weights & Measures | Female Shopper | " | 479.00 Mo. | | 194.59 | 479.00 |
| Benavides | 1458 W. Taylor St. | " | Public Inf. Assistant II | " | 553.00 Mo. | 553.00 | 553.00 | 553.00 |
| Cl[illegible] Bowen | 8520 S. Dorchester | " | Chief Invest. | " | 791.67 Mo. | | | 211.11 |
| Joyce [illegible]lmer | 920 S. Springfield | " | Female Shopper | " | 479.00 Mo. | | 479.00 | 479.00 |
| Bette Hartl | 300 N. State St. | " | Adm. Asst. II | " | 610.00 Mo. | 610.00 | 610.00 | 610.00 |
| John H[illegible]ss | 5313 N. Mulligan Av. | " | Junior Clerk | " | 358.00 Mo. | 358.00 | 358.00 | 95.47 |
| Iola Lee | 1830 S. Kildare Av. | " | Female Shopper | " | 479.00 Mo. | 479.00 | 479.00 | 479.00 |
| Rosine McLemore | 1822 S. Harding | " | Public Inform. Assistant II | " | 553.00 Mo. | 553.00 | 553.00 | 553.00 |
| Eileen O'Keefe | 5252 N. Osceola Av. | " | Clerk-Typist | " | 358.00 Mo. | 78.31 | 358.00 | 358.00 |
| Frank Santoro | 3108 W. Irving Park | " | Professional Services | " | 818.00 Mo. | 818.00 | 818.00 | 818.00 |
| Frank G. Bielecki | 2252 N. Southport Av. | Youth Development | Janitor | Special | 1.50 Hr. | 37.50 | 45.00 | |
| Johnnie Carter | 939 N. Hudson Av. | " | " | " | 2.00 Hr. | 336.50 | 330.50 | 170.00 |
| Eleuteric Gonzalez | 1911 N. Hudson Av. | " | " | " | 1.50 Hr. | 90.00 | 72.00 | |
| John Greer | 911 N. Hudson Av. | " | " | " | 1.75 Hr. | 119.00 | | |
| Clinton Linzy | 1230 N. Larrabee | " | " | " | 1.75 Hr. | 224.88 | 191.63 | |
| Robert Smith | 8801 S. Union Av. | " | " | " | 1.75 Hr. | 273.00 | 222.25 | |
| Jonas Baltrukonis | 5627 S. Oakley Av. | Comptroller's Office | Acct. Aide | Corporate | 2.50 Hr. | 365.00 | 383.75 | 255.00 |
| Salvador Barbosa | 6154 S. Marshfield Av. | " | " | " | 2.50 Hr. | 327.50 | 377.50 | 374.00 |
| Joseph J. Cherone | 5244 W. Race St. | " | " | " | 2.50 Hr. | 385.00 | 296.25 | 285.82 |
| Donna De Michaels | 2851 W. Fletcher Av. | " | Clerk | " | 2.50 Hr. | | | 73.12 |
| Renard Mayfield | 7755 S. Sangamon St. | " | Acct. Aide | " | 2.50 Hr. | 351.25 | 358.75 | 243.75 |
| Patrick W. O'Leary | 8023 S. Sawyer Av. | " | " | " | 2.50 Hr. | 346.25 | 383.25 | 276.25 |
| Donald Peterson | 2459 W. Wilson Av. | " | " | " | 2.50 Hr. | 363.75 | 366.25 | 170.00 |
| John Sepiol | 3119 W. 84th Pl. | " | " | " | 2.50 Hr. | 345.00 | 383.75 | 267.50 |
| Joseph Vodnansky | 3417 W. Evergreen St. | " | Asst. Acct. | " | 2.50 Hr. | 360.00 | 360.00 | 350.00 |
| John F. Cusack | 6900 S. Constance | Motion Picture Appeal Board | Board Member | " | 50.00 Mtg. | | | 500.00 |
| Mrs. Norman Gerlach | 2440 N. Lakeview | " | " | " | 50.00 Mtg. | | | 400.00 |
| Dr. Ner Littner | 237 E. Delaware | " | " | " | 50.00 Mtg. | | | 200.00 |
| Dr. Henry Rago | 1707 N. Park Av. | " | " | " | 50.00 Mtg. | | | 500.00 |
| Dr. Matthew H. Schoenbaum | 820 N. Michigan Av. | " | " | " | 50.00 Mtg. | | | 500.00 |
| Beth Buttny | 4132 W. 58th Pl. | Building | Typist | " | 2.36 Hr. | 132.16 | | |
| Ronna Harris | 1809 S. Drake | " | Junior Clerk | " | 358.00 Mo. | 346.06 | 358.00 | |
| Thomas Hasbrouck | 2529 S. California Av. | " | Senior Clerk | " | 358.00 Mo. | 358.00 | 358.00 | 83.71 |
| Michael J. McGinty | 6919 N. Ashland Av. | " | " | " | 394.00 Mo. | 394.00 | 275.80 | |
| Elaine Mizenburg | 1200 W. 108th St. | " | Typist | " | 2.36 Hr. | | | 122.72 |
| Jeanette Williams | 8516 S. Dante Av. | " | " | " | 2.36 Hr. | | | 132.16 |

PERSONAL SERVICES PAID BY VOUCHER DURING MONTHS OF JULY, AUGUST AND SEPTEMBER, 1968.

| *Name* | *Address* | *Department* | *Title* | *Account* | *Rate* | *July* | *Aug.* | *Sept.* |
|---|---|---|---|---|---|---|---|---|
| Judge Jones | 6017 St. Lawrence Av. | House of Corr. | Pharmacist | Corporate | $ 5.00 Hr. | $ | $ 14[illegible] | [illegible]95.00 |
| Robert M. Willoughby | 515 W. 62nd St. | " | X-Ray Tech. Jr. | " | 366.00 Mo. | 429.7[illegible] | [illegible] | [illegible]69.36 |
| Anna M. Douglas | 1070 E. 100th Pl. | Data Center | Kep Punch Oper. | " | 456.00 Mo. | [illegible] | [illegible] | [illegible] |
| Alex L. Frankel | 6635 N. California | " | Sr. Syst. Eng. | " | 1,044.00 Mo. | [illegible] | [illegible] | [illegible] |
| Janis Ann Kelley | 5125 S. Kenwood Av. | " | System Eng. | " | 778.00 Mo. | [illegible] | [illegible] | 726.14 |
| Salvatore J. Lato | 6315 N. Knox Av. | " | Co-ordinator of Special Projects | " | 1,268.00 Mo. | 1,26[illegible] | [illegible] | [illegible] |
| Raymond J. Loftus | 30 W. Washington St. | " | Senior Systems Engineer | " | 1,044.00 Mo. | [illegible]4.00 | [illegible] | [illegible] |
| Martin T. Polk | 5620 S. Rutherford | " | Shift Supervisor | " | 741.00 Mo. | 231.57 | [illegible] | [illegible] |
| Hanriette R. Yager | 7447 South Shore Av. | " | Secretary | " | 610.00 Mo. | | 305.00 | 610.00 |
| Jacqueline Austin | 1048 E. 101st St. | Human Relations | Officer I | " | 610.00 Mo. | 610.00 | 610.00 | [illegible]10.00 |
| Earma Barbou | 5810 S. Morgan | " | Jr. Steno | " | 358.00 Mo. | | 179.00 | 358.00 |
| Eileen Child | 10322 S. Wood St. | " | Junior Typist | " | 341.00 Mo. | 261.46 | 260.00 | [illegible] |
| Lois A. Daskalakis | 2819 Virginia Lane | " | Assistant | Special | 30.00 Da. | 198.00 | | |
| Joseph Donnelly | 5453 N. Wayne Av. | " | Officer I | Corporate | 610.00 Mo. | 610.00 | 305.00 | |
| Shirley Ellis | 1740 Wesley Av., Evanston | " | Co-Ordinator | Special | 30.00 Da. | 420.00 | 210.00 | |
| Willie Granderson | 2912 W. Roosevelt Rd. | " | Officer I | Corporate | 610.00 Mo. | 610.00 | 610.00 | 610.00 |
| Trussell Hawkins | 5700 S. Parkway | " | Janitor | " | 15.00 Mo. | 15.00 | 15.00 | 15.00 |
| Lauren Marciniak | 1245 East Avenue | " | Jr. Steno. | " | 358.00 Mo. | 358.00 | 358.00 | |
| Luigi Mariani | 6217 N. Winthrop | " | Officer I | " | 610.00 Mo. | 610.00 | 610.00 | 610.00 |
| Crystal McGree | 336 S. Lavergne Av. | " | Jr. Typist | " | 358.00 Mo. | | | 179.00 |
| William O'Connor | 1080 W. Roosevelt Rd. | " | Program Planner | " | 15.00 Da. | 394.00 | 262.65 | |
| Daniel Overmyer | 1401 E. Hyde Park Blvd. | " | Officer II | " | 706.00 Mo. | 706.00 | 706.00 | |
| Eleanor Petersen | 4851 S. Kenwood Av. | " | Director | Special | 1,096.00 Mo. | 1,150.00 | 575.00 | |
| Louis H. Schechter | 1741 W. North Av. | " | Officer I | Corporate | 610.00 Mo. | 640.00 | 640.00 | 640.00 |
| Gladstone Trotter | 10205 S. LaFayette | " | " | " | 610.00 Mo. | 589.62 | 610.00 | |
| Mitsuye Tsutsumi | 4633 N. Dover | " | Secretary | Special | 21.75 Da. | 348.00 | 177.25 | |
| John Urbik | 5234 W. 55th St. | " | Officer II | Corporate | 672.00 Mo. | 706.00 | | |
| Barbara Wingate | 630 Perth, Flossmoor, Ill. | " | Assistant | Special | 500.00 Mo. | 500.00 | 125.00 | |
| I. A. Alavi | 720 S. Wolcott Av. | Rodent Control | Doctor | Special | 12.00 Hr. | 408.00 | 534.00 | 258.00 |
| Sheiken M. Ashraf | 720 S. Wolcott Av. | " | " | " | 12.00 Hr. | 48.00 | | |
| Mrs. Judy Barnett | 9642 S. Merrion | Health | Soc. Worker | Health | 10.00 Hr. | 35.00 | 35.00 | 90.00 |
| Mr. Bruce Bennett | 7016 N. Ridge Av. | " | Cons. Psychologist | " | 7.50 Hr. | 386.25 | 742.50 | 660.00 |
| Edward Bouchard | 5206 S. Emerald Av. | " | Caseworker Aide | " | 5.00 Hr. | 500.00 | 252.50 | 497.50 |
| Edmond Burke | 8541 S. Marshfield | " | Social Worker | " | 7.50 Hr. | 246.50 | | |
| Jean Civinelli | 1639 N. Normandy | " | Interviewer | " | 3.95 Hr. | 266.63 | 244.90 | 377.23 |
| Mr. James O. Crary | 5461 S. Cornell Av. | " | Psychologist | " | 10.00 Hr. | | | 575.00 |
| Dr. Richard Evenson | 506 Hingham Lane, Schaumburg, Ill. | " | Consulting Psych. | " | 12.00 Hr. | 504.00 | 432.00 | 420.00 |
| Martin S. Firth | 112 S. Michigan, Box 60 | " | Educ. Consultant | " | 12.00 Hr. | 1,488.00 | 384.00 | 930.00 |
| Eli Garmisa | 1134 N. Harding | " | Adm. Asst. III | " | 765.00 Mo. | 720.00 | 720.00 | 720.00 |
| Dr. Jose Gonzalez | 6150 N. Kenmore Av. | " | Psychiatrist | " | 14.00 Hr. | 432.00 | 630.00 | 560.00 |
| Dr. Edward Gray | 9311 S. Prairie Av. | " | " | " | 14.00 Hr. | 322.00 | 399.00 | 336.00 |
| Joe Howard | 4310 W. 14th St. | " | Janitor | Health | 2.34 Hr. | 161.46 | 154.44 | 182.52 |
| Mrs. Virginia Hunt | 9295 S. Burnside Av. | " | Ed. Consultant | " | 10.00 Hr. | 570.00 | | 465.00 |
| Anthony Imperial | 4850 W. Thomas | Rodent Control | Doctor | " | 12.00 Hr. | 150.00 | 36.00 | |

### PERSONAL SERVICES PAID BY VOUCHER DURING MONTHS OF JULY, AUGUST AND SEPTEMBER, 1968.

| *Name* | *Address* | *Department* | *Title* | *Account* | *Rate* | *July* | *Aug.* | *Sept.* |
|---|---|---|---|---|---|---|---|---|
| Geneva Jackson | 3408 W. Grenshaw | Health | Lab. Tech. II | Special | $ 456.00 Mo. | $ | $ 223.23 | $ 456.00 |
| Dr. Peter B. Johnston | 5741 S. Drexel Av. | “ | Consulting Psych. | Health | 50.00½ Da. | 200.00 | 600.00 | 450.00 |
| George Joseph | 4947 S. Federal | “ | Janitor | “ | 2.34 Hr. | 126.36 | 126.36 | 117.00 |
| Dr. M. Kamat | 2951 South Parkway | Rodent Control | Doctor | Health | 12.00 Hr. | 180.00 | 36.00 | 36.00 |
| Pravin Kapadia | 720 S. Wolcott | “ | “ | “ | 12.00 Hr. | 156.00 | 120.00 | |
| Renato Katubig | 1623 Edgewater Av. | “ | “ | “ | 12.00 Hr. | 252.00 | 384.00 | 300.00 |
| Dr. Josef Katz | 2930 Sheridan Rd. | Health | Consulting Psych. | “ | 15.00 Hr. | 1,267.00 | 1,204.00 | 518.00 |
| Edward F. King | 2836 W. 83rd Pl. | “ | Asst. Comm. of Health | Corporate | 1,876.00 Mo. | 1,876.00 | 1,876.00 | 1,876.00 |
| A. Kudchadker | 1130 S. Michigan | Rodent Control | Doctor | Health | 12.00 Hr. | 900.00 | 912.00 | 900.00 |
| Jbreedhar Limaye | 720 S. Wolcott | “ | “ | “ | 12.00 Hr. | 366.00 | 468.00 | 312.00 |
| Fred Luckett | 551 E. 36th Pl. | Health | Janitor | “ | 2.34 Hr. | 215.28 | 205.92 | 187.20 |
| Olivia McMorris | 2731 S. Dearborn St. | “ | Janitress | “ | 2.34 Hr. | 121.68 | 121.68 | 121.68 |
| Mr. Albert Miksis | 561 Surf St. | “ | Psychologist | “ | 7.50 Hr. | | | 502.50 |
| Warren Mousel | 3962 Elston Av. | “ | Janitor | “ | 2.34 Hr. | 112.32 | 112.32 | 112.32 |
| Wilson Moy | 218 W. 22nd Pl. | “ | Community Rel. | Corporate | 500.00 Mo. | 500.00 | 250.00 | |
| Nikki Nelson | 4238 N. Spaulding | “ | Career Student | Health | 10.00 Da. | 230.00 | 260.00 | |
| Y. Normanbhoy | 720 S. Wolcott Av. | Rodent Control | Doctor | “ | 12.00 Hr. | 468.00 | 468.00 | 180.00 |
| Dr. Wlodimir Nydza | 1707 N. Lockwood Av. | Health | Psychiatrist | “ | 14.00 Hr. | | 168.00 | |
| Stephen J. Pachl | 1647 N. Park Av. | “ | Mental Health Conn. | “ | 25.00 Da. | 125.00 | 125.00 | |
| Edna Pardo | 4833 Crystal St. | “ | Interviewer | “ | 3.95 Hr. | 110.60 | 240.94 | 262.67 |
| Dr. Erick Paschkes | 400 E. Randolph St. | Health | Psychiatrist | Health | 14.00 Hr. | 1,134.00 | 945.00 | 416.50 |
| Benjamin F. Paxton | 4526 S. Dearborn St. | “ | Com. Relations | Corporate | 550.00 Mo. | 550.00 | 550.00 | 476.67 |
| Dr. Hance Phillips | Abbott Hall | “ | Med. Student | Health | 300.00 Mo. | 300.00 | 300.00 | 200.00 |
| Dr. Frances Racusen | 4180 Marine Dr. | “ | Psychologist | “ | 10.00 Hr. | 100.00 | | |
| Althurace Reddy M.D. | 720 S. Wolcott | “ | Doctor | “ | 12.00 Hr. | 186.00 | 366.00 | 162.00 |
| Lawrence Roloff | 338 W. 110th St. | “ | Janitor | “ | 2.34 Hr. | 140.40 | 140.00 | 140.40 |
| A. Roland | 720 S. Wolcott | Rodent Control | Doctor | “ | 12.00 Hr. | 354.00 | 522.00 | 366.00 |
| Iller G. Sathya | 2520 South Parkway | “ | “ | “ | 12.00 Hr. | 144.00 | 336.00 | 180.00 |
| Norman Shepard | 1121 North Orleans St. | Health | Janitor | “ | 2.34 Hr. | 197.73 | 186.03 | 159.12 |
| Eugene Stern | 3425 W. Peterson | “ | Psychiatrist | Health | 14.00 Hr. | 196.00 | | |
| Venancio Teves | 1833 W. Berteau | Rodent Control | Doctor | “ | 12.00 Hr. | 720.00 | 708.00 | 444.00 |
| Joseph E. Thurston | 7716 S. Kenton Av. | Health | Consultant | Corporate | 928.20 Mo. | 928.20 | 928.20 | 928.20 |
| Betty Jo Tricon | 5923 N. Hermitage Av. | “ | Consulting Psych. | Health | 14.00 Hr. | 658.00 | 1,225.00 | 1,253.00 |
| Dr. Victor Uribe | 6105 N. Seeley Av. | “ | Psychiatrist | “ | 14.00 Hr. | | | 280.00 |
| Mrs. Janice Wiley | 143 Custer—Evanston | “ | Social Worker | “ | 8.00 Hr. | 242.00 | 320.00 | 330.00 |
| Gregoria Yanong | 2643 N. Spaulding Av. | Rodent Control | Doctor | Health | 12.00 Hr. | 468.00 | 624.00 | 390.00 |
| Procopia Yanong | 2648 N. Spaulding | “ | “ | “ | 12.00 Hr. | 534.00 | 774.00 | 516.00 |
| Luis Altuzarro | 432 W. Belmont | M.T.S. | Anesthetist | M.T.S. | 665.00 Mo. | | | |
| Linda Ball | 847 N. Monticello | “ | Jr. X-Ray Tech. | “ | 2.48 Hr. | | | 17.36 |
| Sidney Brow | 6424 N. Ridge Blvd. | “ | Anesthetist | “ | 35.00 Visit | | | 122.50 |
| Myra E. Cayten | 214 Greenwood—Evanston | “ | Anesthetist Nurse | “ | 35.00 Visit | | | 87.50 |
| Theodore Demas | 836 S. Euclid | “ | Physiologist | “ | 30.00 Visit | 90.00 | 120.00 | 120.00 |
| Edward P. Gallagher | 5719 N. Fairfield | “ | Rehabilitation | “ | 2.00 Hr. | | | 64.00 |
| Kevin R. Gallagher | 5719 N. Fairfield | “ | Voc. Rehab. | “ | 2.00 Hr. | 190.00 | 190.00 | 142.50 |
| Patricia A. Hargadon | 4009 W. Grace | “ | Prac. Nurse | “ | 2.39 Hr. | 57.36 | 76.48 | 57.36 |
| Steven Lessman | 3300 W. Division | “ | Jr. X-Ray Tech. | “ | 2.48 Hr. | | | 29.76 |
| Vincent A. Mahler | 7548 W. Clarence | “ | Patient Prog. Asst. | “ | 2.00 Hr. | 188.00 | 215.50 | 67.00 |

PERSONAL SERVICES PAID BY VOUCHER DURING MONTHS OF JULY, AUGUST AND SEPTEMBER, 1968.

| *Name* | *Address* | *Department* | *Title* | *Account* | *Rate* | *July* | *Aug.* | *Sept.* |
|---|---|---|---|---|---|---|---|---|
| Ben J. Molenda | 6051 S. 74th Ct. | M.T.S. | X-Ray Technician | M.T.S. | $ 25.00 Da. | $ 100.00 | $ 125.00 | $ 100.00 |
| Irene Nothdurft | 5508 W. Farragut Av. | " | Adm. Tele. Oper. | " | 341.00 Mo. | | | 170.50 |
| Bridie Scriven | 3625 N. Pueblo | " | Telephone Oper. | " | 11.00 Da. | | 22.00 | |
| Leo A. Wrona | 2900 N. Lake Shore | " | Ob-Gyne—Surgery | " | 402.00 Mo. | 402.00 | 402.00 | 402.00 |
| Clyde Abel | 2108 S. Central Park | Youth Welfare | Neighborhood Asst. | Corporate | 456.00 Mo. | 456.00 | 456.00 | |
| Louis Baptiste | 525 W. 97th Street | " | Unit Director I | " | 800.00 Mo. | 234.00 | 800.00 | |
| Alexander Beasley | 1111 W. Roosevelt Rd. | " | Neighborhood Asst. | " | 456.00 Mo. | 456.00 | 456.00 | |
| Leon Bell | 1439 S. Hamlin Av. | " | N. Asst. I | " | 376.00 Mo. | 100.32 | 376.00 | 376.00 |
| Barbara Bennett | 1119 N. Cleveland Av. | Youth Welfare | Neighborhood Asst. II | Corporate | 456.00 Mo. | | 395.20 | 456.00 |
| Lora C. Bex | 5559 S. University | " | " | " | 456.00 Mo. | 456.00 | 456.00 | |
| Clara Boyland | 1314 S. Spaulding | " | " | " | 456.00 Mo. | 456.00 | 456.00 | |
| Gregory Brooks | 8612 Union St. | " | " | " | 456.00 Mo. | 456.00 | 456.00 | |
| David Brown | 6714 S. Peoria | " | " | " | 456.00 Mo. | 456.00 | 456.00 | |
| Debbie Caroll | 1000 Lake Shore Dr. | " | " | " | 456.00 Mo. | 456.00 | 456.00 | |
| Leroy Churchill | 6930 S. Throop St. | " | " | " | 456.00 Mo. | 456.00 | | |
| Steve Churgin | 2020 E. 72nd St. | " | Consultant | " | 15.00 Da. | | | 225.00 |
| Mary Connelly | 4847 N. Oakley | " | Neighborhood Worker | " | 553.00 Mo. | 553.00 | 553.00 | 553.00 |
| Sidney Cutler | 7315-B N. Campbell | " | " | " | 553.00 Mo. | 553.00 | 553.00 | 553.00 |
| Johnnie Lee Davis | 6021 S. Princeton | " | Neighborhood Asst. II | " | 456.00 Mo. | 456.00 | 456.00 | |
| Jenevine Delk | 630 W. Evergreen | " | " | " | 456.00 Mo. | 456.00 | 456.00 | |
| Oresa Gardner | 6548 S. Dorchester | " | " | " | 456.00 Mo. | 456.00 | 456.00 | |
| James Groves | 949 N. Hudson | " | Janitor | " | 1.50 Hr. | 456.00 | 456.00 | |
| Joseph R. Hacaba | 1114 S. May St. | " | Neighborhood Asst. II | " | 456.00 Mo. | 456.00 | 456.00 | |
| Ralph Hargrett | 2215 W. Lake St. | " | " | " | 456.00 Mo. | 456.00 | 456.00 | |
| Earlene Hutchinson | 4463 S. Wells St. | " | " | " | 456.00 Mo. | 456.00 | 456.00 | |
| Alexander James | 355 E. 90th Pl. | " | Neighborhood Asst. I | " | 188.00 Mo. | | | 43.86 |
| Elbert King | 812 S. Kilbourn | " | Neighborhood Asst. II | " | 456.00 Mo. | 456.00 | 456.00 | |
| Frank Koziol | 1824 N. Paulina | " | Janitor | " | 1.50 Hr. | 60.00 | 69.00 | 63.00 |
| Gregory Kozlik | 2005 W. 19th St. | " | Neighborhood Asst. II | " | 456.00 Mo. | | 684.00 | 228.00 |
| Ralph Landry | 6909 S. Crandon Av. | " | Janitor | " | 1.50 Hr. | 102.00 | 108.00 | 127.50 |
| Sloan T. Letman | 2223 S. Ridgeway | " | Neighborhood Asst. II | " | 456.00 Mo. | 456.00 | 456.00 | |
| Betty Lewis | 1339 W. Marquette Av. | " | " | " | 456.00 Mo. | 456.00 | 456.00 | |
| Phillip J. Linden | 758 S. Springfield Av. | " | " | " | 456.00 Mo. | 456.00 | 456.00 | |
| Vernon Lyle | 6542 S. Park Av. | " | " | " | 456.00 Mo. | 456.00 | | |
| Ethel Martin | 5921 S. Racine Av. | " | " | " | 456.00 Mo. | 456.00 | 456.00 | |
| Mable Mayo | 551 E. 36th Pl. | " | Janitor | " | 1.50 Hr. | 67.50 | 76.13 | 78.75 |
| Wallace McCowan | 3642 W. Roosevelt | " | " | " | 1.50 Hr. | 90.00 | 105.00 | 94.50 |
| Frank Musolf | 5314 Leland Av. | " | " | " | 1.50 Hr. | 60.00 | 72.00 | 60.00 |
| Charles Rankin | 3744 S. Wells St. | " | Neighborhood Asst. II | " | 456.00 Mo. | 456.00 | 456.00 | |
| Lloyd Riddick | 7249 S. Bennett | " | Janitor | " | 1.50 Hr. | 135.00 | 135.00 | 135.00 |
| Mary L. Rimmer | 4539 S. Wells St. | " | Neighborhood Asst. II | " | 456.00 Mo. | 456.00 | 456.00 | |
| Richard Salazar | 5424 W. Van Buren | " | Janitor | " | 1.50 Hr. | 14.25 | 70.88 | 99.75 |
| Lovona Scott | 2701 S. Dearborn | " | Neighborhood Asst. II | " | 456.00 Mo. | 456.00 | 456.00 | |
| James Lee Selcke | 2512 W. Haddon | " | " | " | 456.00 Mo. | 456.00 | 456.00 | |

PERSONAL SERVICES PAID BY VOUCHER DURING MONTHS OF JULY, AUGUST AND SEPTEMBER, 1968.

| *Name* | *Address* | *Department* | *Title* | *Account* | *Rate* | *July* | *Aug.* | *Sept.* |
|---|---|---|---|---|---|---|---|---|
| Alonzo Silas | 7432 S. Clyde Av. | Youth Welfare | Janitor | Corporate | $ 1.50 Hr. | $ 131.25 | $ 147.00 | $ 127.50 |
| Andrew Sinshack | 1814 N. Wolcott Av. | " | Neighborhood Asst. II | " | 456.00 Mo. | 456.00 | 456.00 | |
| Barbara Sowa | 4412 W. Belmont Av. | Youth Welfare | Neighborhood Asst. II | Corporate | 228.00 Mo. | 114.00 | | |
| John Stasevicius | 716 W. 31st St. | " | Janitor | " | 1.50 Hr. | 94.50 | 103.50 | 90.00 |
| Andrew Sumerlin | 7927 S. Throop St. | " | Neighborhood Asst. II | " | 456.00 Mo. | 456.00 | 456.00 | |
| Ceortrice Taylor | 6220 S. Greenwood Av. | " | Neighborhood Worker | " | 553.00 Mo. | 581.00 | 581.00 | 581.00 |
| Herman Von de Lippe | 5318 Hyde Park Blvd. | " | Neighborhood Worker I | " | 553.00 Mo. | 553.00 | 449.30 | |
| Karin Williams | 7057 S. Harper | " | Adm. Consultant | " | 700.00 Mo. | | | 256.63 |
| Richard Adams | 660 W. Division St. | Urban Opport. | Group Aide Worker II | Special | 376.00 Mo. | | 288.27 | |
| Rita Arias | 10542 S. Calhoun | " | College Aide | " | 376.00 Mo. | | 470.00 | |
| Charlotte Ashton | 1020 E. 132nd St. | " | " | " | 376.00 Mo. | 70.50 | 364.25 | |
| Alvin Bluemberg | 2847 W. Madison St. | " | Env. Super. | " | 456.00 Mo. | 199.50 | | |
| Sandra Blumenfeld | 2626 W. Balmoral | " | Typist | " | 358.00 Mo. | | 134.16 | |
| Mollie Booth | 1633 S. Spaulding Av. | " | Adult Aide | " | 394.00 Mo. | | 197.00 | |
| Thomas Bradley | 7719 S. Sangamon St. | " | Truck Supervisor | " | 640.00 Mo. | | | 74.67 |
| Mary Brookins | 6746 S. Throop St. | " | Clerk | " | 2.25 Hr. | | 36.00 | |
| Essie Cannon | 6442 South Park Av. | " | Instructor (Millinery) | " | 15.75 Session | 414.00 | | |
| Evelyn I. Castellano | 1962 N. Howe Av. | Senior Program | Instructor (Crafts) | " | 15.75 " | 198.00 | | |
| Janet P. Cerven | 4810 S. Wood St. | Urban Opport. | Typist | " | 2.75 Hr. | | 145.75 | |
| Hanora Chase | 10250 Van Vlissingen | Senior Center | Instructor (Crafts) | " | 15.75 Session | 192.00 | | |
| Paula Cofresi | 5207 S. Blackstone | Urban Opport. | Program Co-Ordinator | " | 672.00 Mo. | 63.00 | 672.00 | |
| Kathryn Dickson | 1218 E. Madison Park Av. | " | Typist | " | 358.00 Mo. | | 89.50 | |
| Evelyn Dupree | 1509 E. 84th St. | " | " | " | 2.75 Hr. | | 55.00 | |
| Burman Findley | 4125 S. Wells St. | " | Clerk | " | 2.25 Hr. | | 112.50 | |
| Eleanor Foster | 9367 S. Burnside | " | Typist | " | 2.75 Hr. | | 112.75 | |
| Helen Franklin | 4014 W. Arthington | " | " | " | 2.75 Hr. | | 148.50 | |
| Joseph T. French | 1967 E. 73rd St. | " | Environ-Supervisor | " | 456.00 Mo. | | | 83.60 |
| Martin Friedman | 8700 S. Merrill | " | " | " | 456.00 Mo. | 142.50 | | |
| Michele Y. Friloux | 8011 S. St. Lawrence | " | Typist | " | 2.75 Hr. | | 107.94 | |
| Howard H. Hill | 608 W. 72nd St. | " | Env. Supervisor | " | 456.00 Mo. | 85.50 | 228.00 | 684.00 |
| Diane Hunter | 1209 S. Lawndale | " | NYC Enrollee | " | 1.25 Hr. | | 87.50 | |
| Joseph Johnson | 4156 S. Prairie Av. | " | College Aide | " | 394.00 Mo. | | 369.37 | |
| Edward W. Kabialis | 742 W. 54th Pl. | " | Clerk | " | 2.25 Hr. | | 126.56 | |
| Ilse Kronick | 6630 N. Whipple | " | Instructor (Ceramics) | " | 23.63 Session | 192.00 | | |
| John T. Kurtovich | 5105 S. Normandy | " | Clerk | " | 2.25 Hr. | | 285.26 | |
| Michele Randing | 3143 W. Monroe | " | College Aide | " | 434.00 Mo. | | 420.43 | |
| Aretha Lloyd | 3808 S. Wells St. | " | N.Y.C. Enrollee | " | 1.25 Hr. | | 75.00 | |
| Gloria Maxwell | 1651 S. Harding Av. | " | Clerk | " | 2.25 Hr. | | 119.81 | |
| Johnett J. Mitchell | 6602 S. Yale Av. | " | " | " | 2.25 Hr. | | 124.31 | |
| Alfreda L. Newton | 4037 S. Federal | " | " | " | | 97.31 | | |
| Takeko Nomiya | 3522-C Pine Grove Av. | Urban Opportunity | Instructor (Weaving) | Special | 24.00 Sess. | 120.00 | | |
| Caswell Powell | 1967 E. 73rd St. | C.C.U.O. | Data Con. Supervisor | " | 706.00 Mo. | | | 353.00 |
| Nancy Redmond | 740 E. 43rd St. | Urban Opportunity | Tech. Services | " | 18.00 Sess. | 450.00 | | |
| Martha Reed | 1626 S. Drake | " | N.Y.C. Enroller | " | 1.25 Hr. | | 68.75 | |

Personal Services Paid by Voucher during Months of July, August and September, 1968.

| *Name* | *Address* | *Department* | *Title* | *Account* | *Rate* | *July* | *Aug.* | *Sept.* |
|---|---|---|---|---|---|---|---|---|
| Ann Rowry | 5032 W. Congress | Urban Opport. | Asst. Camp Supervisor | Special | $ 456.00 Mo. | $ | $ 380.95 | $ |
| Sharon Shattan | 142 Ridge Av.—Evanston | " | Technical Services | " | 18.00 Sess. | 162.00 | | |
| James Smith | 617 E. 39th St. | " | N.Y.C. Enrollee | " | 1.25 Hr. | | 99.00 | |
| Elsa Soenke | 131 Asbury—Evanston | " | Instructor (Weaving) | " | 23.63 Sess. | 120.00 | | |
| Anthony Peter Spencer | 6101 S. Kenwood Av. | " | Personnel Tech. II | " | 706.00 Mo. | | | 94.13 |
| Joan Stevens | 6621 S. Michigan Av. | " | Sr. Typist | " | 394.00 Mo. | | | 197.00 |
| Burdette L. Stuckey | 7683 Rogers Av. | " | Auditor III | " | 741.00 Mo. | | | 370.50 |
| Curtis Thruman | 1934 S. Troy St. | " | N.Y.C. Enrollee | " | 1.25 Hr. | | 75.00 | |
| Johnny Wallace | 1160 N. Sedgwick | " | Data Control Clerk | " | 456.00 Mo. | | 456.00 | |
| Jeanie Ward | 5529 Dorchester Av. | " | Instructor (Sewing) | " | 15.75 Sess. | 162.00 | | |
| Leontine Ward | 1540 S. Homan Av. | " | Instructor (Millinery) | " | 15.75 Sess. | 324.00 | | |
| Joel Weisberg | 9046 S. Luella | " | Career Counsellor I | " | 527.00 Mo. | | 362.31 | |
| Terrence C. Whiddon | 9517 Oakley Av. | " | Sr. Clerk | " | 394.00 Mo. | 160.00 | | |
| Vernia D. Williams | 660 W. Division St. | " | College Aide | " | 376.00 Mo. | | 564.00 | |
| Robert Williamson | 1633 E. 74th St. | " | Coach Trainer | " | 818.00 Mo. | | | 409.00 |
| Vernon Young | 6127 S. Elizabeth St. | " | Env. Supervisor | " | 456.00 Mo. | 71.25 | | |
| Mary Jane Zimmerman | 203 N. Wabash Av. | " | Technical Service | " | 16.80 Da. | 162.00 | | |
| Mary A. Colon | 320 N. Clark St. | Air Pollution | Clerk | Corporate | 394.00 Mo. | 394.00 | 394.00 | 78.80 |
| David Cranshaw | 433 Briar Pl. | " | Systems Eng. | Special | 1,331.40 Mo. | 1,331.40 | 1,331.40 | 1,331.40 |
| Julia M. Dyer | 320 N. Clark St. | " | Clerk | " | 394.00 Mo. | 394.00 | 394.00 | 394.00 |
| Nancy Hamill | 2733 W. 38th Pl. | " | " | Corporate | 2.00 Hr. | 79.00 | | |
| Robert L. Janega | 320 N. Clark St. | " | " | " | 394.00 Mo. | 394.00 | 394.00 | 197.00 |
| Martin Karpus | 320 N. Clark St. | " | " | " | 394.00 Mo. | 394.00 | 394.00 | 91.93 |
| Lenore Lerner | 320 N. Clark St. | " | " | " | 394.00 Mo. | 367.69 | 244.76 | |
| Thomas A. Serafini | 320 N. Clark St. | " | " | " | 394.00 Mo. | 367.69 | 394.00 | 197.00 |
| Walter P. Globis | 3180 N. Lake Shore Dr. | Public Works | | Special | 1,070.00 Mo. | | | |
| Peter Fitzpatrick | 10 S. LaSalle St. | Liquor Control | Hearing Officer | Corporate | 50.00 Hr. | 2,150.00 | 3,400.00 | 2,187.50 |
| Nathan J. Kinally | 7234 S. Paxton | " | Deputy Liq. Control | " | 50.00 Hr. | | | |
| Beatrice Laverde | 6281 N. Cicero Av. | Liquor-License | Secretary | " | 416.50 Mo. | | 208.25 | |
| Morgan F. Murphy Jr. | | Liquor Control | Hearing Officer | " | 50.00 Hr. | | | 900.00 |
| R. J. Whitenburg | 1304 W. Cornelia | Mayor's Office | Clerk | " | 358.00 Mo. | 358.00 | 358.00 | 358.00 |
| Bertha Williams | 4011 W. Adams | " | Reach-out Program | " | 2.35 Hr. | 410.00 | 210.10 | |
| George Van Dusen | 1310 W. Arthur | Chicago Dwelling | Graduate Student | " | 2.00 Hr. | 320.00 | 320.00 | 160.00 |
| Joseph J. Anselmo | 1220 W. Flournoy St. | Development & Planning | Report Maker | Corporate | 22.40 Da. | | | 268.80 |
| Juanda Higgins | 8 W. Oak St. | Senior Citizens | Stenographer | " | 30.00 Da. | 636.00 | 336.00 | |
| Dora E. Nelson | 5320 Blodgett Av. | " | Consultant | " | 125.00 Mo. | 140.00 | 140.00 | 140.00 |
| Arthur R. Weed | 1408 Isabelle St., Wilmette | " | " | " | 250.00 Mo. | 250.00 | 250.00 | 250.00 |
| Alice Weis | 535 W. Barry Av. | " | Stenographer | " | 125.00 Mo. | 140.00 | 140.00 | 140.00 |
| James F. O'Connell | 8125 S. Hermitage Av. | Board of Examiners | Examiner | " | 50.00 Da. | 1,100.00 | 1,100.00 | 400.00 |
| Timothy J. Ryan | 5803 W. Byron Av. | " | " | " | 50.00 Da. | 1,050.00 | 1,100.00 | 1,000.00 |
| Richard T. Wren | 10201 S. Hoyne Av. | " | " | " | 50.00 Da. | 1,100.00 | 1,100.00 | 1,000.00 |
| Robert L. Zralek | 5260 Centre Av., Pittsburgh | Streets & Sanitation | | Vehicle Tax | 1,701.00 Mo. | | | 80.50 |
| Joby Berman | 907 Elmwood St., Wilmette | Economic & Cultural Development | City Planner II | Corporate | 33.68 Da. | 446.00 | 371.95 | 371.80 |

### Personal Services Paid by Voucher during Months of July, August and September, 1968.

| *Name* | *Address* | *Department* | *Title* | *Account* | *Rate* | *July* | *Aug.* | *Sept.* |
|---|---|---|---|---|---|---|---|---|
| Juan J. Orta | 321 S. Sacramento | Economic & Cultural Development | Research Asst. | Special | $ 16.20 Da. | $ 243.00 | $ | $ 133.84 |
| Carol Searcy | 4007 W. Lexington Av. | " | Sr. Typist | " | 394.00 Mo. | | 123.10 | |
| Ada Wisch | 733 Brummel St., Evanston | " | Public Inf. Supervisor | Corporate | 37.18 Da. | 297.44 | | |
| Leonard V. Oviatt | 1248 W. Granville | Aviation | Civil Eng. V | O'Hare | 1,268.00 Mo. | 1,268.00 | 1,268.00 | 1,268.00 |
| Mrs. John S. Collins | 9633 S. Wood St. | Police | Pension | Corporate | 594.00 Mo. | 594.00 | 297.00 | 594.00 |
| Richard Harper | 4812 N. Sacramento Av. | " | | " | | | | 1,579.00 |
| Russell Harper | 5784 E. Circle Av. | " | | " | | | | 1,679.00 |
| Mrs. Young C. Hobson | 621 E. 87th Pl. | " | Widow's Pension | " | 804.00 Mo. | | 3,135.60 | 804.00 |
| Mrs. Kenry Peeler | 4909 W. 43rd St. | " | " | " | 654.00 Mo. | | | 2,201.80 |
| Mrs. Charles Pollard | 4038 W. 21st St. | " | " | " | 693.00 Mo. | 693.00 | 693.00 | 693.00 |
| Kenneth Lucas | 2943 N. Parkside | House of Correction | X-Ray Tech. | " | 3.00 Hr. | 27.75 | | |
| Algis Baliunas | 6633 S. Richmond | Corp. Counsel | Law Clerk | Special | 414.00 Mo. | 317.40 | 414.00 | 310.50 |
| Patricia Brimstin | 5836 S. Stony Island | " | Legal Typist | " | 394.00 Mo. | 394.00 | 394.00 | 78.78 |
| Elizabeth Foran | 6156 N. Knox | " | " | " | 394.00 Mo. | 357.00 | 61.55 | |
| James Kaplan | 21 W. Goethe | " | Law Clerk | " | 414.00 Mo. | 414.00 | 414.00 | 82.80 |
| Daniel Lynch | 1718 W. 91st Pl. | " | " | " | 414.00 Mo. | 414.00 | 414.00 | 310.50 |
| William J. McKenzie | 558 Belden Av. | " | Spl. Asst. | " | 17,640.00 Yr. | 1,470.00 | 1,470.00 | 1,470.00 |
| Thomas J. McKeon | 634 West 37th St. | " | Law Clerk | " | 414.00 Mo. | 414.00 | 245.79 | |
| James Murray | 2850 W. Seipp St. | " | " | " | 414.00 Mo. | 414.00 | 414.00 | 310.50 |
| Aida Ramos | 3731 N. Wilton | " | Legal Steno. | Corporate | 527.00 Mo. | 527.00 | 527.00 | 527.00 |
| James K. Toohey | 1343 W. Rosedale | " | Law Clerk | Special | 414.00 Mo. | 317.40 | 414.00 | 310.50 |
| Mrs. Lillian Conley | 6603 Patterson Ct., Woodridge | Fire | Widow's Pension | Corporate | 750.00 Mo. | 750.00 | 750.00 | 750.00 |

### Personal Services Paid by Voucher during Months of October, November and December, 1963.

| *Name* | *Address* | *Department* | *Title* | *Account* | *Rate* | *Oct.* | *Nov.* | *Dec.* |
|---|---|---|---|---|---|---|---|---|
| David Cranshaw | 433 W. Briar Pl. | Air Pollution | Systems Engineer | Special | $1,331.40 Mo. | $1,331.40 | $1,331.40 | $1,331.40 |
| Julia M. Dyer | 320 N. Clark St. | " | Clerk | Corporate | 394.00 Mo. | 394.00 | 394.00 | 330.72 |
| Nancy Hamill | 2733 W. 38th Pl. | " | " | " | 2.00 Hr. | 170.00 | 180.00 | 190.00 |
| Walter G. Metschke | 4246 N. Sheridan Rd. | Aviation | Chief of Aviation | Aviation | 1,620.00 Mo. | 6,101.98 | 1,620.00 | 1,620.00 |
| Leonard V. Oviatt | 1248 W. Granville Av. | " | Civil Eng. V | " | 1,268.00 Mo. | 1,268.00 | 1,268.00 | 1,268.00 |
| Timothy J. Ryan | 5803 W. Byron Av. | Board of Examiners | Examiner | Corporate | 50.00 Da. | 850.00 | | |
| Richard T. Wren | 10201 S. Hoyne Av. | " | " | " | 50.00 Da. | 1,100.00 | 900.00 | 1,050.00 |
| Beth Buttny | 4132 W. 58th Pl. | Building | Typist | " | 2.36 Hr. | 173.46 | 140.42 | 99.12 |
| Thomas Hasbrouck | 2529 S. California Av. | " | Senior Clerk | " | 358.00 Mo. | 47.57 | | |
| Elaine Mizenburg | 1200 W. 108th St. | " | Typist | " | 2.36 Hr. | 207.68 | 167.56 | 199.42 |
| Jeanette Williams | 8516 S. Dante Av. | " | " | " | 2.36 Hr. | 181.72 | 156.94 | 193.52 |
| Eric J. Whitfield | 6145 S. Drexel Av. | City Treasurer | Head Cashier | " | 553.00 Mo. | 553.00 | | |
| Jonas Baltrukonis | 5627 S. Oakley Av. | Comptroller's | Account Aid | " | 2.50 Hr. | 221.87 | 198.75 | 291.25 |
| Salvador Barbara | 6154 S. Marshfield Av. | " | " | " | 2.50 Hr. | 457.50 | 332.50 | 391.25 |
| Robert Lee Carr | 906 N. Avers Av. | " | " | " | 2.50 Hr. | | | 173.75 |
| Joseph J. Cherone | 5244 W. Race Av. | " | " | " | 2.50 Hr. | 246.87 | 220.00 | 312.50 |
| Donna De Michaels | 2851 W. Fletcher St. | " | Clerk | " | 2.50 Hr. | 124.50 | 116.50 | 126.00 |
| Paul Martinez | 8106 S. Escanaba Av. | " | Account Aid | " | 2.50 Hr. | | | 136.25 |
| Renard Mayfield | 7755 S. Sangamon St. | " | " | " | 2.50 Hr. | 152.50 | 42.50 | |
| Patrick W. O'Leary | 8023 S. Sawyer Av. | " | " | " | 2.50 Hr. | 245.00 | 58.75 | |

PERSONAL SERVICES PAID BY VOUCHER DURING MONTHS OF OCTOBER, NOVEMBER AND DECEMBER, 1968.

| *Name* | *Address* | *Department* | *Title* | *Account* | *Rate* | *Oct.* | *Nov.* | *Dec.* |
|---|---|---|---|---|---|---|---|---|
| Donald Peterson | 2459 W. Wilson Av. | Comptroller's | Account Aid | Corporate | $ 2.50 Hr. | $ 180.00 | $ 152.50 | $ 210.00 |
| John Sepiol | 3119 W. 84th Pl. | " | " | " | 2.50 Hr. | 215.00 | 205.63 | 236.25 |
| Ann Tolbert | 546 E. 134th St. | " | " | " | 2.50 Hr. | | | 176.25 |
| Joseph Vodnansky | 3417 W. Evergreen Av. | " | " | " | 2.50 Hr. | 446.25 | 315.00 | 346.25 |
| Algis Baliunas | 6633 S. Richmond St. | Corp. Counsel | Law Clerk | Special | 414.00 Mo. | 207.00 | 207.00 | 34.50 |
| Daniel Lynch | 1718 W. 91st Pl. | " | " | " | 414.00 Mo. | 207.00 | 207.00 | 135.80 |
| William J. MacKenzie | 558 W. Belden Av. | " | Spl. Asst. Corp. | Corporate | 17,640.00 Yr. | 1,470.00 | 1,470.00 | 1,4 |
| James Murray | 2850 W. Seipp St. | " | Law Clerk | Special | 414.00 Mo. | 207.00 | 207.00 | 2 |
| Aida Ramos | 3731 N. Wilton Av. | " | Legal Steno. | Corporate | 527.00 Mo. | 527.00 | 263.50 | |
| Ada M. Sanchez | 1704 S. Paulina St. | " | " | " | 527.00 Mo. | | 527.00 | 5 |
| James K. Toohey | 1343 W. Rosedale Av. | " | Law Clerk | Special | 414.00 Mo. | 207.00 | 207.00 | 207.00 |
| Norman Gibons | 5737 N. Kenmore Av. | Data Center | Designer | Corporate | 859.00 Mo. | | | 149.83 |
| Joseph E. Hernandez | 656 W. Wrightwood Av. | " | Computer Oper. | " | 741.00 Mo. | 741.00 | 741.00 | 741.00 |
| Janis Ann Kelley | 5125 S. Kenwood Av. | " | System Engin. | " | 778.00 Mo. | 389.00 | | |
| Lydia Swanson | 831 W. Cornelia Av. | " | Sr. Typist | " | 414.00 Mo. | 524.40 | 414.00 | 414.00 |
| Marg Dyson | 4423 S. Vincennes Av. | Dev. & Planning | Secretary | " | 2.36 Hr. | 89.68 | 115.64 | 101.48 |
| Arthur Kraus | 6341 N. Navajo Av. | " | Display Artist III | " | 5.39 Hr. | | | 415.03 |
| Darlene Malec | 5210 W. 54th St. | " | Secretary | " | 2.36 Hr. | 99.12 | 113.28 | 87.32 |
| Terry Peck | 3147 S. Morgan St. | " | " | " | 2.36 Hr. | 107.38 | 146.32 | 200.60 |
| Linda Smith | 2328 E. 70th St. | " | " | " | 2.36 Hr. | 64.90 | 59.00 | 114.46 |
| Arlene Tuman | 5146 S. Keeler Av. | " | " | " | 2.36 Hr. | 107.38 | 139.24 | 200.60 |
| Delores Williams | 4114 S. Vincennes Av. | " | " | " | 2.36 Hr. | 100.30 | 151.04 | 178.18 |
| Diane April | 551 W. Brompton Av. | Econ. & Cult. Dev. | Sr. Typist | Special | 19.72 Da. | | 197.20 | |
| Joby Berman | 907 Elmwood St., Wilmette | " | City Planner II | Corporate | 33.68 Da. | 483.34 | 446.16 | 334.62 |
| Joslyn Davidson | 1427 W. Farwell Av. | " | City Planner III | Special | 37.18 Da. | | 408.98 | |
| Juan J. Orta | 321 S. Sacramento Av. | " | Research Ass't. | " | 16.20 Da. | 107.55 | 113.53 | 87.24 |
| Mrs. Ann Marie Bottger | 7929 S. Wood St. | Fire | Widow's Pension | Corporate | 623.00 Mo. | 623.00 | 623.00 | 623.00 |
| Mrs. Lillian Conley | 6603 Patterson Ct. | " | " | " | 750.00 Mo. | 750.00 | 750.00 | 1,500.00 |
| Mrs. Eleanor Daugherty | 2941 N. Austin | " | " | " | 1,233.00 Mo. | 1,233.00 | 1,233.00 | 1,233.00 |
| Mrs. Madeline Donovan | 7215 W. Greenleaf | " | " | " | 967.00 Mo. | 967.00 | | |
| Mrs. Annamae Fischer | 8230 S. Hermitage Av. | " | " | " | 1,015.00 Mo. | 1,015.00 | 1,015.00 | 2,030.00 |
| Mrs. Jane E. Leifker | 6151 S. Wolcott | " | " | " | 750.00 Mo. | 750.00 | 750.00 | 1,500.00 |
| Mr. Khazan Agrawal | 2320 E. 69th St. | Health | Methods Analyist | Health Service | 8.50 Hr. | 850.00 | 850.00 | |
| I. A. Alavi | 720 S. Wolcott | " | Doctor | " | 12.00 Hr. | 246.00 | 204.00 | 132.00 |
| Mrs. Judy Barnett | 9642 S. Merrion | " | Soc. Worker | " | 10.00 Hr. | 80.00 | | |
| Mr. Bruce Bennett | 7016 N. Ridge | " | Cons. Psychologist | Health | 7.50 Hr. | 555.00 | 435.00 | |
| Edward Bouchard | 5206 S. Emerald | " | Caseworker Aide | " | 5.00 Hr. | 325.00 | 365.00 | |
| John Chappel | 8350 S. Kimbark Av. | " | Psychiatrist | " | 14.00 Hr. | | 840.00 | |
| Jean Civinelli | 1639 N. Normandy | " | Interviewer | " | 3.95 Hr. | 477.95 | 347.59 | 306.12 |
| Mr. James O. Crary | 5461 S. Cornell Av. | " | Psychologist | " | 10.00 Hr. | 560.00 | 630.00 | 280.00 |
| Dr. Thomas Cummings | 646 Argyle, Flossmoor, Ill. | " | " | " | 14.00 Hr. | 84.00 | 360.50 | 252.00 |

PERSONAL SERVICES PAID BY VOUCHER DURING MONTHS OF OCTOBER, NOVEMBER AND DECEMBER, 1968.

| *Name* | *Address* | *Department* | *Title* | *Account* | *Rate* | *Oct.* | *Nov.* | *Dec.* |
|---|---|---|---|---|---|---|---|---|
| Mrs. Sharon Dalberg | 300 N. State St. | Health | Soc. Worker | Health | $ 7.50 Hr. | $ 277.50 | $ | $ 150.00 |
| Dr. Richard Evenson | 506 Hingham Ln., Schaumberg | " | Consulting Psych. | " | 12.00 Hr. | 600.00 | 480.00 | |
| Martin S. Firth | 112 S. Michigan, Box 60 | " | Educ. Consultant | " | 12.00 Hr. | 1,188.00 | 12.24 | 564.00 |
| [illegible]li Garmisa | 1134 N. Harding | " | Adm. Asst. III | " | 765.00 Mo. | 720.00 | 720.00 | 720.00 |
| Dr. Jose Gonzalez | 6150 N. Kenmore | " | Psychiatrist | " | 14.00 Hr. | 728.00 | 560.00 | 266.00 |
| Mr. Stanley Hildreth | 8220 S. Drexel | " | Ed. Consult. | " | 7.00 Hr. | 178.50 | 332.50 | 105.00 |
| Joe Howard | 4310 W. 14th St. | " | Janitor | " | 2.34 Hr. | 182.52 | 286.65 | |
| Mrs. Virginia Hun[illegible] | 9295 S. Burnside | " | Ed. Consultant | " | 10.00 Hr. | 560.00 | 280.00 | 125.00 |
| [illegible]eva Jackson | 3408 W. Grenshaw | " | Lab. Tech. II | " | 456.00 Mo. | 456.00 | 228.00 | |
| [illegible]s Jansen | 5716 S. Dorchester Av. | " | Social Worker | Health Service | 10.00 Hr. | 150.00 | 130.00 | |
| [illegible] | 2520 South Park Way | " | Doctor | " | 12.00 Hr. | | | |
| Dr. Peter B. Johnston | 5741 S. Drexel Av. | " | Consult. Psych. | " | 50.00 ½da. | 550.00 | 500.00 | 200.00 |
| George Joseph | 4947 S. Federal | " | Janitor | " | 2.34 Hr. | 224.64 | 348.66 | 157.95 |
| Pravin Kapadio | 720 S. Wolcott | Rodent Control | Doctor | Special | 12.00 Hr. | 180.00 | 270.00 | 198.00 |
| Renato Katubig | 1623 W. Edgewater Av. | " | " | " | 12.00 Hr. | 294.00 | 330.00 | 210.00 |
| Edward F. King | 2836 W. 83rd Pl. | Health | Asst. Comm. of Health | Corporate | 1,876.00 Mo. | 1,876.00 | 1,876.00 | 1,876.00 |
| A. Kudchadker | 1130 S. Michigan | Rodent Control | Doctor | Special | 12.00 Hr. | 828.00 | 687.00 | 648.00 |
| Mr. Milton C. Lamb Jr. | 8241 S. Vernon Av. | Health | Ed. Consultant | Health Service | 10.00 Hr. | | 490.00 | 210.00 |
| Ronald Lehocky | 138 S. East Av., Oak Park | " | Med. Student | " | 300.00 Mo. | 300.00 | 300.00 | 196.88 |
| Jbreedhar Limaye | 720 S. Wolcott | Rodent Control | Doctor | Special | 12.00 Hr. | 198.00 | | |
| Fred Luckett | 551 E. 36th Pl. | Health | Janitor | Health Service | 2.34 Hr. | 224.64 | 196.56 | 93.60 |
| Olivia McMorris | 2731 S. Dearborn | " | Janitress | " | 2.34 Hr. | 121.68 | 121.68 | 121.68 |
| Joseph Mehr | 2606 W. Gunnison | " | Health Spec. | " | 12.00 Hr. | | 192.00 | 216.00 |
| Mr. Albert Miksis | 561 W. Surf St. | " | Psychologist | " | 7.50 Hr. | 270.00 | 352.50 | 150.00 |
| Walter D. Miller | 104 N. Kenilworth, Oak Park | " | Educ. Consult. | " | 10.00 Hr. | 60.00 | | |
| Mrs. Hoytenze Mitchell | 911 N. Hudson St. | " | Ed. Consult. | " | 10.00 Hr. | 390.00 | 360.00 | 210.00 |
| Warren Mousel | 3962 N. Elston Av. | " | Janitor | " | 2.34 Hr. | 112.32 | 112.32 | 112.32 |
| Y. Normanbhoy | 720 S. Wolcott | Rodent Control | Doctor | Special | 12.00 Hr. | 108.00 | | 114.00 |
| Dr. Wlodimir Nydza | 1707 N. Lockwood Av. | Health | Psychiatrist | Health Service | 14.00 Hr. | 532.00 | 133.00 | 63.00 |
| Delos Oliver | 6724 S. Stony Island | " | Lab. Tech II | " | 456.00 Mo. | 456.00 | 228.00 | |
| Stephen J. Pachl | 1647 N. Park Av. | " | Mental Health Consultant | " | 25.00 Da. | 100.00 | 125.00 | 50.00 |
| Edna Pardo | 4833 W. Crystal St. | " | Interviewer | " | 3.95 Hr. | 325.87 | 193.55 | 244.90 |
| Dr. John K. Paul | 809 S. Marshfield | " | Consult. Psych. | " | 12.00 Hr. | | 72.00 | 240.00 |
| Benjamin F. Paxton | 4526 S. Dearborn | " | Comm. Rel. Rep. | Corporate | 550.00 Mo. | 550.00 | 550.00 | |
| Dr. Francis Racusen | 4180 N. Marine Drive | " | Psychologist | Health Service | 10.00 Hr. | 200.00 | | |
| Dr. G. Ranganath | 833 W. Buena Av. | " | Med. Services | Special | 12.00 Hr. | | 186.00 | 102.00 |
| Althuru Reddy M.D. | 720 S. Wolcott | " | Doctor | " | 12.00 Hr. | 342.00 | 396.00 | 156.00 |
| Lawrence Rolaff | 338 W. 110th St. | " | Janitor | Health Service | 2.34 Hr. | 140.00 | 140.00 | 70.00 |
| A. Roland | 720 S. Wolcott | " | Doctor | Special | 12.00 Hr. | 471.00 | 210.00 | 222.00 |
| Iller G. Sathya | 2520 South Parkway | Rodent Control | " | " | 12.00 Hr. | 198.00 | 276.00 | 192.00 |
| Ann M. Seiden | 8624 S. Dorchester | Health | Consult. Psych. | Health Service | 14.00 Hr. | 1,176.00 | 560.00 | |
| Norman Shepard | 1121 N. Orleans | " | Janitor | " | 2.34 Hr. | 168.48 | 140.40 | 93.60 |
| Venancio Teves | 1833 W. Berteau | Rodent Control | Doctor | Special | 12.00 Hr. | 504.00 | 444.00 | 348.00 |
| Joseph E. Thurston | 7716 S. Kenton Av. | Health | Consultant | Corporate | 928.20 Mo. | 928.20 | 928.20 | 928.20 |

PERSONAL SERVICES PAID BY VOUCHER DURING MONTHS OF OCTOBER, NOVEMBER AND DECEMBER, 1968.

| *Name* | *Address* | *Department* | *Title* | *Account* | *Rate* | *Oct.* | *Nov.* | *Dec.* |
|---|---|---|---|---|---|---|---|---|
| Dr. Betty Jo Tricon | 5923 N. Hermitage | Health | Consulting Psy. | Health | $ 14.00 Hr. | $ 119.00 | $ | $ |
| Dr. Victor Uribe | 6105 N. Seeley | " | Psychiatrist | " | 14.00 Hr. | 700.00 | 560.00 | 210.00 |
| Mrs. Janice Wiley | 143 Custer Av., Evanston | " | Psy. Soc. Worker | " | 8.00 Hr. | 294.00 | 278.00 | 140.00 |
| Gregoria Yanong | 2643 N. Spaulding | Rodent Control | Doctor | Special | 12.00 Hr. | 303.00 | 273.00 | 22[illegible] |
| Procopia Yanong | 2648 N. Spaulding | " | " | " | 12.00 Hr. | 441.00 | 372.00 | 294[illegible] |
| Judge Jones | 6017 St. Lawrence Av. | House of Correction | Pharmacist | Corporate | 5.00 Hr. | 798.75 | | 220[illegible] |
| Mrs. Margie Mitchell | 422 E. 43rd St. | " | " | " | 456.00 Mo. | 114.00 | 440.80 | 456.00 |
| Alfons Morcinek | 2113 W. Concord Pl. | " | Surgical Nurse | " | 661.00 Mo. | | 418.63 | 330.50 |
| Robert M. Willoughby | 515 W. 62nd St. | " | X-Ray Tech. Jr. | " | 366.00 Mo. | 433.20 | 374.49 | 428[illegible] |
| Jacqueline Austin | 1048 E. 101st St. | Human Relations | Human Rel. Off. I | " | 610.00 Mo. | 610.00 | 610.00 | 527.00 |
| Earma Barbow | 5810 S. Morgan | " | Jr. Steno. | " | 358.00 Mo. | 358.00 | 298.30 | [illegible]55.14 |
| Willie Granderson | 2912 W. Roosevelt Rd. | " | Human Rel. Off. I | " | 610.00 Mo. | 610.00 | 610.00 | 640.00 |
| Trusell Hawkins | 5700 S. Parkway | " | Janitor | " | 15.00 Mo. | 15.00 | 15.00 | 15.00 |
| Luigi Mariani | 6217 N. Winthrop | " | Human Rel. Off. I | " | 610.00 Mo. | 640.00 | 640.00 | 640.00 |
| Crystal McGree | 336 S. Lavergne | " | Jr. Typist | " | 358.00 Mo. | 322.90 | 358.00 | 322.21 |
| Louis H. Schechter | 1741 W. North Av. | " | Human Rel. Off. I | " | 610.00 Mo. | 640.00 | 640.00 | 640.00 |
| Peter Fitzpatrick | 10 S. LaSalle St. | Mayors Liquor Cont. Comm. | Hearing Officer | " | 50.00 Hr. | 2,575.00 | 1,012.50 | |
| Morgan F. Murphy Jr. | | " | " | " | 50.00 Hr. | 3,587.50 | 2,075.00 | 1,425.00 |
| R. J. Whittenburg | 1304 W. Cornelia | Mayor's Office | Clerk | " | 358.00 Mo. | 179.00 | | |
| John F. Cusack | 6900 S. Constance | Motion Picture Appeal Board | Board Member | " | 50.00 Mtg. | | | 500.00 |
| Mrs. Norman Gerlach | 2440 N. Lakeview | " | " | " | 50.00 Mtg. | | | 500.00 |
| Dr. Ner Littner | 237 E. Delaware | " | " | " | 50.00 Mtg. | | | 100.00 |
| Dr. Henry Rago | 1707 N. Park Av. | " | " | " | 50.00 Mtg. | | | 300.00 |
| Dr. Matthew H. Schoenbaum | 820 N. Michigan Av. | " | " | " | 50.00 Mtg. | | | 500.00 |
| Linda Ball | 847 N. Monticello | M.T.S. | Jr. X-Ray Tech. | M.T.S. | 2.48 Hr. | 62.00 | 49.60 | 203.36 |
| Myra E. Cayten | 214 Greenwood, Evanston | " | Nurse Anesth. | " | 35.00 Vt. | 52.50 | | |
| Theodore Demas | 836 S. Euclid | " | Pul. Physiol. | " | 30.00 Vt. | 150.00 | 120.00 | 120.00 |
| Edward P. Gallagher | 5719 N. Fairfield Av. | " | Voc. Rehabil. | " | 2.00 Hr. | 118.50 | 130.00 | 82.00 |
| Kevin R. Gallagher | 5719 N. Fairfield | " | " | " | 2.00 Hr. | 160.00 | 140.50 | 138.00 |
| Alice Lemieux | 5701 Sheridan Rd. | " | Anesthetist | " | 35.00 Vt. | 52.50 | | |
| Steven Lessman | 3300 W. Division St. | " | Jr. X-Ray Tech. | " | 2.48 Hr. | 24.80 | 39.68 | 39.68 |
| Vincent A. Mahler | 7548 W. Clarence | " | Patient Prog. Asst. | " | 2.00 Hr. | | | 33.50 |
| Ben J. Molenda | 6051 S. 74th Ct., Summit | " | X-Ray Tech. | " | 25.00 Da. | 62.50 | 125.00 | 95.31 |
| Irene Norhdurft | 5508 W. Farragut Av. | " | Adm. Tele. Operator | " | 341.00 Mo. | 202.02 | | |
| Marie L. Swietlik | 7609 W. Gunnison | " | Med. Lab. Tech. | " | 4.00 Hr. | | | 140.00 |
| Leo A. Wrona | 2900 N. Lake Shore Dr. | " | Surg. Ob.-Gyne. | " | 402.00 Mo. | 402.00 | 402.00 | 402.00 |
| Mrs. John S. Collins | 9633 S. Wood St. | Police Department | Widow's Pension | Corporate | 594.00 Mo. | 594.00 | 594.00 | 297.00 |
| Mrs. Young C. Hobson | 621 E. 87th Pl. | " | " | " | 804.00 Mo. | 804.00 | 804.00 | 804.00 |
| Mrs. Henry Peeler | 4909 W. 43rd St. | " | " | " | 654.00 Mo. | 654.00 | 654.00 | 654.00 |
| James Pesoli | 8537 W. Carmen Av. | " | Back Pay—Patrolman | " | | | | 4,033.24 |
| Mrs. Charles Pollard | 4038 W. 21st St. | " | Widow's Pension | " | 693.00 Mo. | 693.00 | 693.00 | 346.50 |
| Mrs. John R. Tucker | 952 W. 52nd St. | " | " | " | 623.00 Mo. | 456.87 | 623.00 | 623.00 |

PERSONAL SERVICES PAID BY VOUCHER DURING MONTHS OF OCTOBER, NOVEMBER AND DECEMBER, 1968.

| *Name* | *Address* | *Department* | *Title* | *Account* | *Rate* | *Oct.* | *Nov.* | *Dec.* |
|---|---|---|---|---|---|---|---|---|
| Walter P. Globis | 3180 N. Lake Shore Dr. | Public Works | Widow's Pension | Special | $1,070.00 Mo. | $ | $ | $ 535.00 |
| Dora E. Nelson | 5320 Blodgett Av., Downers Grove | Senior Citizens | Consultant | Corporate | 125.00 Mo. | 140.00 | 140.00 | 140.00 |
| Arthur R. Weed | 1408 Isabella St., Wilmette, Ill. | " | " | " | 250.00 Mo. | 250.00 | 250.00 | 250.00 |
| Alice Weis | 535 W. Barry Av. | " | Stenographer | " | 125.00 Mo. | 140.00 | 140.00 | 140.00 |
| Robert L. Zralek | 5260 Centre Av., Pittsburgh, Pa. | Streets & Sanit. | | Vehicle Tax | 1,701.00 Mo. | 1,701.00 | 1,701.00 | 1,701.00 |
| Melvin Goss | 1346 N. Artesian | Urban Opportunity | Shop Superv. | Special | 741.00 Mo. | 247.00 | | |
| James Hardin | 8212 S. Champlain | C.C.U.O. | Ass't. Director | " | 947.00 Mo. | | | 144.73 |
| Cecilio Hernandez | 1242 N. Damen Av. | Urban Opportunity | Env. Aide | " | 376.00 Mo. | 50.13 | | |
| Howard H. Hill | 608 W. 72nd St. | " | Env. Superv. | " | 456.00 Mo. | 228.00 | | |
| Jo Anne McKinney | 9 S. Central Park Av. | " | Sr. Clerk | " | 394.00 Mo. | 197.00 | | |
| Alyce McLemore | 7946 S. Rhodes Av. | " | Typist | " | 358.00 Mo. | 179.00 | | |
| Florencio Perez | 1521 N. Rockwell Av. | " | Env. Superv. | " | 376.00 Mo. | 50.13 | | |
| Margret Tyree | 1309 E. 62nd St. | " | Educ. Aide | " | 376.00 Mo. | 188.00 | | |
| George Bressler | 2020 W. 69th Pl. | Urban Renewal | Account. Clerk | " | 2.50 Hr. | 101.25 | | |
| Timothy Moran | 7622 W. Balmoral | " | " | " | 2.50 Hr. | 22.50 | | |
| Lula A. Barnes | 4241 S. Langley Av. | Weights & Measures | Female Shopper | Corporate | 479.00 Mo. | 479.00 | 479.00 | 479.00 |
| Carmen Benavides | 1458 W. Taylor St. | " | Pub. Inf. Asst. II | " | 553.00 Mo. | 553.00 | 553.00 | 553.00 |
| Charles Bowen | 8520 S. Dorchester | " | Chief Invest. | " | 791.67 Mo. | 791.66 | 712.49 | 791.66 |
| Carol Green | 2934 S. Canal St. | " | Prof. Serv. | " | 358.00 Mo. | 286.37 | 358.00 | 358.00 |
| Bette J. Hartl | 300 N. State St. | " | Adm. Ass't. II | " | 610.00 Mo. | 610.00 | 610.00 | 610.00 |
| Iola Lee | 1830 S. Wildare Av. | " | Female Shopper | " | 479.00 Mo. | 479.00 | 479.00 | 479.00 |
| Rosine McLemore | 1822 S. Harding Av. | " | Pub. Inf. Ass't. II | " | 553.00 Mo. | 553.00 | 553.00 | 553.00 |
| Eileen O'Keefe | 5252 N. Osceola | " | Clerk-Typist | " | 358.00 Mo. | 358.00 | 358.00 | 179.00 |
| Joyce Palmer | 920 S. Springfield | " | Female Shopper | " | 479.00 Mo. | 479.00 | 479.00 | 479.00 |
| Frank Santoro | 3108 W. Irving Pk. Rd. | " | Prof. Services | " | 818.00 Mo. | 995.00 | 995.00 | 995.00 |
| Frank G. Bielecki | 2252 N. Southport | Youth Development | Janitor | Special | 1.50 Hr. | 85.50 | 57.00 | |
| Johnnie Carter | 939 N. Hudson Av. | " | " | " | 1.75 Hr. | 160.00 | | |
| Eleuteric Gonzalez | 1911 N. Hudson Av. | " | " | " | 1.50 Hr. | 87.00 | 72.00 | |
| Clinton Linzy | 1230 N. Larrabee | " | " | " | 1.50 Hr. | 315.00 | 84.00 | |
| Robert Smith | 8801 S. Union | " | " | " | 1.75 Hr. | 259.11 | 162.75 | |
| Leon Bell | 1439 S. Hamlin Av. | " | N. Asst. I | " | 376.00 Mo. | 376.00 | 456.00 | |
| Barbara Bennett | 1119 N. Cleveland | " | N. Asst. II | " | 456.00 Mo. | 456.00 | 456.00 | |
| Mary Connelly | 4847 N. Oakley Av. | " | Neighborhood Wk. I | Corporate | 553.00 Mo. | 553.00 | 553.00 | 553.00 |
| Sidney Cutler | 7315-B N. Campbell | " | " | " | 553.00 Mo. | 553.00 | 553.00 | 581.00 |
| James Groves | 949 N. Hudson Av. | " | Janitor | " | 1.50 Hr. | 67.50 | 66.00 | 42.00 |
| Frank Koziol | 1824 N. Paulina | " | " | " | 1.50 Hr. | 63.00 | 69.00 | 60.00 |
| Ralph Landry | 6909 S. Crandon | " | " | " | 1.50 Hr. | 118.50 | 120.00 | 123.00 |
| Mable Mays | 551 E. 36th Pl. | " | Janitress | " | 1.50 Hr. | 69.75 | 72.75 | 62.25 |
| Wallace McCowan | 3642 W. Roosevelt | " | Janitor | " | 1.50 Hr. | 99.00 | 103.50 | 95.50 |
| Frank Musolf | 5314 Leland Av. | " | " | " | 1.50 Hr. | 66.00 | 69.00 | 58.50 |
| Lloyd Riddick | 7249 S. Bennett Av. | " | " | " | 1.50 Hr. | 135.00 | 133.50 | 133.50 |
| Richard Salazar | 5424 W. Van Buren Av. | " | " | " | 1.50 Hr. | 96.00 | 99.75 | 91.25 |
| Alonzo Silas | 7432 S. Clyde Av. | " | " | " | 1.50 Hr. | 135.00 | 127.50 | |
| John Stasevicius | 716 W. 31st St. | " | " | " | 1.50 Hr. | 105.00 | 103.50 | 91.50 |

# REPORTS OF COMMITTEES.

Committee reports were submitted as indicated below. *No request under the statute wa two aldermen present to defer any of said reports for final action thereon, to the next regu the Council, except where otherwise indicated.*

## COMMITTEE ON FINANCE.

### *Action Deferred*—ON SUBMISSION OF COMPREHENSIVE CITIES DEMONSTRATION PROGRAM TO U.S.A. FOR FEDERAL GRANT ($38,150,000) PROVIDING CONCENTRATION OF EFFORTS AND SERVICES OF ALL GOVERNMENTAL, SOCIAL, INDUSTRIAL AND PRIVATE AGENCIES.

The Committee on Finance submitted the following report:

CHICAGO, April 14, 1969.

***To the President and Members of the City Council:***

Your Committee on Finance, to which was referred by assignment from the Committee on Committees and Rules on April 9, 1969, page 5315, a communication dated March 14, 1969 from the Office of the Mayor transmitting an ordinance approving the submission of a Comprehensive Model Cities Program to the United States of America. The program provides for the concentration of efforts and services of not only the Federal, State, County and City Governments but also social, industrial and private agencies. This program requests $38,150,000 in Federal Model Cities Funds, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by 16 members of the committee, with 1 dissenting vote.

Respectfully submitted,
(Signed) THOMAS E. KEANE,
*Chairman.*

Alderman Keane moved to Concur In the committee's recommendation and pass the proposed ordinance recommended in the committee's report.

Request being made by three aldermen present (Aldermen Despres, Rayner and Cousins) to *Defer* consideration of and action upon the committee's report until the next regular meeting of the City Council, consideration thereof was so *Deferred* and ordered published.

The following is the proposed ordinance transmitted with the foregoing committee's report:

ORDINANCE

Approving the Submission of a Comprehensive Cities Demonstration Program to the United States of America.

*Whereas,* The City Council of the City of Chicago adopted an ordinance on June 19, 1968, approving the execution of a contract for planning grant for a Comprehensive Cities Demonstration Program with the United States of America; and

*Whereas,* The City of Chicago has prepared a Comprehensive Cities Demonstration Program which undertakes the improvement of the quality of life by the creation of model neighborhoods; and

*Whereas,* The Program provides,, among other things, to improve housing for residents of the Areas; to expand the educational level of all people; to provide jobs and training with advancement potential; to increase income of the residents in the Areas; to improve the physical environment, and to improve the opportunities for education, recreation and culture; and

*Whereas,* The Program provides for and encourages greater participation by residents of the areas in community and civic affairs; and

*Whereas,* The Program provides for the concentration of effort and services of, not only the Federal, State, County and City governments, but also social, industrial, and private agencies; and

*Whereas,* Many meetings have been held in the various target areas, scheduled for model cities participation, to discuss and formulate plans included therein; and

*Whereas,* The Program requests $38,150,000 in Federal Model Cities funds and provides for obtaining additional funds from other public and private sources; and

*Whereas,* The Program estimates the use of $2,700,000 for a quality housing program, $9,000,000 for community-oriented schools, $5,600,000 for health centers, $5,000,000 for manpower training programs, $5,600,000 for community improvement and beautification, $1,900,000 for equity capital available to residents, and other funds for many other beneficial purposes; and

*Whereas,* The Program concentrates on four target areas in various sections of the City as follows:

NORTH (Uptown) an area bounded by Clarendon Blvd., Lawrence Avenue, Sheridan Road, Foster Avenue, Clark Street, Montrose Avenue, Howard Street CTA elevated, and Irving Park Road;

WEST (North Lawndale) bounded by Eisenhower Expressway, Hamlin Avenue, Rockwell Street, and the Douglas Park CTA elevated;

NEAR SOUTH (Grand Blvd.) bounded by Pershing Road, Oakwood Blvd., Lake Michigan, 47th Street, Cottage Grove Avenue, 51st Street, and Federal Street;

MID-SOUTH (Woodlawn) bounded by 60th Street, Cottage Grove Avenue, 67th Street and Stony Island Avenue; and

*Whereas,* The Program is necessary and desirable in order to improve the living conditions of people living in the model neighborhoods; and

*Whereas,* The City Council desires that the Comprehensive City Demonstration Program be submitted to the Secretary of Housing and Urban Development (herein called the Secretary) for funding under Title I of the Demonstration Cities and Metropolitan Development Act of 1966; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

[illegible] *1.* The Mayor is authorized to submit to the Comprehensive Cities Demonstration Program, incorporated herein by reference, and such supporting and collateral material as shall be necessary.

*Section 2.* This ordinance shall be in full force and effect from and after its passage.

[Proposed Comprehensive Cities Demonstration Program printed in Committee Pamphlet No. 14.]

## COMMITTEE ON BUILDINGS AND ZONING.

### *Action Deferred*—ON PROPOSED ORDINANCE FOR AMENDMENT OF TEXT OF CHICAGO ZONING ORDINANCE CONCERNING MINIMUM SIDE YARD REGULATIONS IN R4 AND R5 GENERAL RESIDENCE DISTRICTS (ARTICLE 7.8-4(1)).

The Committee on Buildings and Zoning submitted the following report, which was, on motion of Alderman Metcalfe, *Deferred* and ordered published:

CHICAGO, April 14, 1969.

*To the President and Members of the City Council:*

Your Committee on Buildings and Zoning, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Richard J. Daley, Mayor (referred to Your Committee on March 14, 1969) to amend Section 7.8-4(1) of Chapter 194A of the Municipal Code of Chicago, the Chicago Zoning Ordinance, concerning minimum side yard regulations in R4 and R5 General Residence Districts, begs leave to recommend that Your Honorable Body pass the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 7 members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) RALPH H. METCALFE,
*Chairman.*

The following is the proposed ordinance transmitted with the foregoing committee report:

Be It Ordained by the City Council of the City of Chicago:

*Section 1.* That Section 7.8-4(1) of Chapter 194A of the Municipal Code of Chicago, The Chicago Zoning Ordinance, is hereby amended by deleting therefrom certain language, as contained in brackets below, and by adding certain language, in Italic below, as follows:

"(1) In an R4 District side yards shall be provided. Each side yard other than one adjoining a street or alley shall be equal in width to 10 per cent of the [height of the building] *width of the lot* [or six feet in width, whichever is greater;], however, no side yard shall be required to be greater than 20 feet in width. *No side yard shall be required along property adjoining a street or alley except on a reverse corner lot as provided in Subsection 7.8-4(2) hereof.*"

*Section 2.* This ordinance shall be in force and effect from and after its passage and due publication.

### *Action Deferred*—ON PROPOSED ORDINANCES FOR AMENDMENT OF CHICAGO ZONING ORDINANCE TO RECLASSIFY PARTICULAR AREAS.

The Committee on Buildings and Zoning submitted the following report, which was, on motion of Alderman Metcalfe, *Deferred* and ordered published:

CHICAGO, April 14, 1969.

*To the President and Members of the City Council:*

Your Committee on Buildings and Zoning begs leave to recommend that Your Honorable Body pass the proposed ordinances tranmitted herewith (referred on November 15, 1968, January 31 and March 14, 1969) to amend the Chicago Zoning Ordinance for the purpose of reclassifying particular areas, as follows:

To classify as a B7-6 General Central Business District instead of a B5-5 General Central Business District the area bounded by

W. Ontario Street; a line 88 feet west of N. State Street; a line 107 feet south of W. Ontario Street; a line 79 feet west of N. State Street; W. Ohio Street; and N. Dearborn Street (Map No. 1-F);

To classify as an M1-2 Restricted Manufacturing District instead of an R3 General Residence District the area bounded by

the north line of the right of way of the Chicago and North Western Railway; the center line of the alley next east of and parallel to N. Avers Avenue, or the line thereof if extended where no alley exists; a line 98 feet south of the south line of the right of way of the Chicago and North Western Railway; and N. Avers Avenue (Map No. 1-J);

To classify as a B5-2 General Service District instead of a B3-3 General Retail District the area bounded by

W. Madison Street; a line 342 feet east of S. Keeler Avenue; the alley next south of and parallel to W. Madison Street; and S. Keeler Avenue (Map No. 2-K);

To classify as an R7 General Residence District instead of an R6 General Residence District the area bounded by

a line 90 feet south of W. North Avenue; N. LaSalle Street; a line 350 feet south of W. North Avenue; the alley next west of and parallel to N. LaSalle Street; a line 238.26 feet south of W. North Avenue; the alley next west of the alley next west of and parallel to N. LaSalle Street, or the line thereof where no alley exists; the alley next south of and parallel to W. North Avenue; and the alley next west of and parallel to N. LaSalle Street (Map No. 3-F);

To classify as an M1-2 Restricted Manufacturing District instead of a C1-2 Restricted Commercial District the area bounded by

the alley next north of and parallel to W. Belmont Avenue; the alley next southwest of N. Milwaukee Avenue; the east line of the alley next east of and parallel to N. Pulaski Road, or the line thereof if extended where no alley exists; W. Belmont Avenue; and N. Pulaski Road (Map No. 9-J);

To classify as a B2-1 Restricted Retail District instead of an R2 Single Family Residence District the area bounded by

the alley next north of and parallel to W. Addison Street; a line 250 feet west of N. Meade Avenue; W. Addison Street; and a line 270 feet west of N. Meade Avenue (Map No. 9-M);

To classify as an R4 General Residence District instead of an R3 General Residence District and a B4-1 Restricted Service District the area bounded by

W. Irving Park Road; N. Normandy Avenue; a line 141 feet south of W. Irving Park Road; and a line 30 feet west of N. Normandy Avenue (Map No. 9-N);

To classify as a B4-2 Restricted Service District instead of an R4 General Residence District the area bounded by

the north line of the right of way of the Chicago Transit Authority; N. Damen Avenue; W. Eastwood Avenue; and a line 85 feet west of N. Damen Avenue (Map No. 11-H);

To classify as an R5 General Residence District instead of a C1-3 Restricted Commercial District the area bounded by

a line 150 feet north of E. 64th Street; S. Dorchester Avenue; E. 64th Street; and the alley next west of and parallel to S. Dorchester Avenue (Map No. 16-D);

To classify as an R4 General Residence District instead of a C1-2 Restricted Commercial District the area bounded by

a line 150.3 feet north of W. 70th Street; S. Wentworth Avenue; a line 100.8 feet north of W. 70th Street; and a line 133 feet west of S. Wentworth Avenue (Map No. 16-F);

To classify as an R3 General Residence District instead of a C1-2 Restricted Commercial District the area bounded by

a line 177.12 feet north of W. 70th Street; the alley next east of and parallel to S. Wentworth Avenue; W. 70th Street; and S. Wentworth Avenue (Map No. 16-F);

To classify as a C1-2 Restricted Commercial District instead of an M1-2 Restricted Manufacturing District the area bounded by

S. Cottage Grove Avenue; S. South Chicago Avenue; the center line of S. Drexel Avenue, or the line thereof if extended where no street exists; and the alley next southwest of and parallel to S. South Chicago Avenue (Map No. 18-D);

To classify as a B4-2 Restricted Service District instead of a B4-1 Restricted Service District the area bounded by

E. 75th Street; S. Eberhart Avenue; the alley next south of and parallel to E. 75th Street; and S. Dr. Martin Luther King, Jr. Drive (Map 18-E);

To classify as a C1-2 Restricted Commercial District instead of an R4 General Residence District the area bounded by

a line 235 feet north of E. 82nd Street; S. Dobson Avenue; a line 87 feet north of E. 82nd Street; and the alley next west of and parallel to S. Dobson Avenue (Map No. 20-D);

To classify as an R4 General Residence District instead of a C1-1 Restricted Commercial District the area bounded by

W. 79th Street; S. Perry Avenue; the alley next south of and parallel to W. 79th Street; and S. LaSalle Street (Map No. 20-F);

To classify as a B4-1 Restricted Service D[illegible] instead of an R2 Single Family R[illegible] trict the area bounded by

a line 524.3 feet south o[illegible] alley next east of and pa[illegible] Avenue; a line 599.3 feet sou[illegible] Street; and S. Kedzie Avenue [illegible]

*[illegible] s mad[illegible] by any [illegible] r meeting of*

To classify as a B4-2 Restricted Service District instead of an R2 Single Family Residence District and a B4-1 Restricted Service District the area bounded by

W. 110th Place; the corporate limits of the City of Chicago; W. 111th Street; and S. Whipple Street (Map No. 26-I);

To classify as a B2-2 Restricted Retail District instead of a B4-2 Restricted Service District the area bounded by

W. 70th Place; the alley next east of and parallel to S. Pulaski Road; W. 71st Street; and S. Pulaski Road (Map No. 16-J).

These recommendations were concurred in by 7 members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) RALPH H. METCALFE,
*Chairman.*

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*Action Deferred*—ON PROPOSED ORDINANCES FOR AMENDMENT OF CHICAGO ZONING ORDINANCE TO RECLASSIFY PARTICULAR AREAS *(Adverse Committee Recommendations).*

The Committee on Buildings and Zoning submitted the following report, which was, on motion of Alderman Metcalfe, *Deferred* and ordered published:

CHICAGO, April 14, 1969.

*To the President and Members of the City Council:*

Your Committee on Buildings and Zoning begs leave to recommend that Your Honorable Body DO NOT PASS the proposed ordinances transmitted herewith (referred on November 29, 1968, January 17 and March 14, 1969) to amend the Chicago Zoning Ordinance for the purpose of reclassifying particular areas as follows:

To classify as a B4-1 Restricted Service District instead of an R3 General Residence District the area bounded by

a line 103.10 feet north of W. Adams Boulevard; S. Central Avenue; W. Adams Boulevard; and the alley next west of and parallel to S. Central Avenue (Map No. 2-M);

To classify as a C2-2 General Commercial District instead of a B4-2 Restricted Service District the area bounded by

W. Wilson Avenue; N. Kedzie Avenue; a line 262 feet south of W. Wilson Avenue; and the alley next west of and parallel to N. Kedzie Avenue (Map No. 11-J);

To classify as an R4 General Residence District instead of a B4-1 Restricted Service District the area bounded by

the alley next north of S. Archer Avenue; a line 101.38 feet west of S. Merrimac Avenue; S. Archer Avenue; and a line 151.38 feet west of S. Merrimac Avenue (Map No. 12-M);

To classify as a B4-2 Restricted Service District instead of a B2-2 Restricted Retail District the area bounded by

W. Foster Avenue; a line 196.25 feet east of N. Kimball Avenue; the alley next south of and parallel to W. Foster Avenue; and a line 133.12 feet east of N. Kimball Avenue (Map No. 13-J);

To classify as a B4-3 Restricted Service District instead of a B4-1 Restricted Service District the area bounded by

the alley next north of and parallel to W. Lawrence Avenue; a line 150 feet east of N. Kilpatrick Avenue; W. Lawrence Avenue; and N. Kilpatrick Avenue (Map No. 13-K);

To classify as a B4-3 Restricted Service District instead of an R5 General Residence District the area bounded by

a line 47 feet south of E. 61st Street; S. Langley Avenue; a line 82.62 feet south of E. 61st Street; and the alley next west of and parallel to S. Langley Avenue (Map No. 14-E);

To classify as a B5-2 General Service District instead of a B5-1 General Service District the area bounded by

N. Hiawatha Avenue; N. Cicero Avenue; W. Peterson Avenue; and the east line of the right of way of the Edens Expressway (Map No. 15-L);

To classify as a B2-1 Restricted Retail District instead of an R2 Single Family Residence District the area bounded by

the alley next north of W. Talcott Avenue; N. Harlem Avenue; W. Talcott Avenue; and a line 120.57 feet west of N. Harlem Avenue (Map No. 15-O);

To classify as a B4-1 Restricted Service District instead of an R4 General Residence District the area bounded by

E. 71st Street; a line 60 feet east of the alley next east of and parallel to S. Indiana Avenue; a line 99 feet south of E. 71st Street; and the alley next east of and parallel to S. Indiana Avenue (Map No. 18-E);

To classify as an R4 General Residence District instead of an R1 Single Family Residence District the area bounded by

W. 104th Street; a line 150 feet west of S. Wood Street; a line drawn from a point 293 feet 1 inch south of W. 104th Street and 150 feet west of S. Wood Street to a point 291 feet 10 inches south of W. 104th Street and 250 feet west of S. Wood Street; and a line 250 feet west of S. Wood Street (Map No. 26-H).

These recommendations were concurred in by 7 members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) RALPH H. METCALFE,
*Chairman.*

*Action Deferred*—ON PROPOSED ORDERS FOR ISSUANCE OF PERMITS FOR ERECTION OF ILLUMINATED SIGNS.

The Committee on Buildings and Zoning submitted the following report, which was, on motion of Alderman Metcalfe, *Deferred* and ordered published:

CHICAGO, April 14, 1969.

*To the President and Members of the City Council:*

Your Committee on Buildings and Zoning begs leave to recommend that Your Honorable Body pass the proposed orders transmitted herewith (referred to Your Committee on March 14, 1969) for the issuance of permits for the erection and maintenance of illuminated signs, as follows:

| *Permittee* | *Location* | *Dimensions* |
|---|---|---|
| Edwards Dinwiddin Ford (Continental Sign Company) | No. 5105 W. Madison Street | 160 square feet |
| Motor King Lincoln Mercury | No. 4001 W. Grand Avenue | 160 square feet |

These recommendations were concurred in by 7 members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) RALPH H. METCALFE,
*Chairman.*

## COMMITTEE ON FORESTRY AND RECREATION.

*Action Deferred*—ON APPROVAL OF MAYOR'S APPOINTMENT OF WILLIAM A. LEE AS COMMISSIONER OF CHICAGO PARK DISTRICT.

The Committee on Forestry and Recreation submitted the following report:

CHICAGO, April 15, 1969.

*To the President and Members of the City Council:*

Your Committee on Forestry and Recreation, having had under consideration a communication signed by Honorable Richard J. Daley, Mayor (referred to Your Committee on April 9, 1969) appointing Mr. William A. Lee as a Commissioner of the Chicago Park District to fill the unexpired term of Mr. William McFetridge, deceased, which term expires on April 25, 1970, begs leave to recommend that Your Honorable Body approve the said appointment.

This recommendation was concurred in by 9 members of the committee, with 1 dissenting vote.

Respectfully submitted,

(Signed) THOMAS J. CASEY,
*Vice-Chairman.*

Alderman Casey moved to Concur In the committee's recommendation to approve said appointment of William A. Lee.

Request being made by two aldermen present (Alderman Despres and Alderman Scholl) that consideration of said report be deferred until the next regular meeting, consideration thereof was so *Deferred.*

## COMMITTEE ON LICENSE.

### REPORT AS TO STATUS OF PENDING PROPOSED ORDINANCE FOR NEW REGULATIONS GOVERNING ISSUANCE OF CITY RETAILER'S LICENSES FOR SALE OF ALCOHOLIC LIQUOR.

The Chairman of the Committee on License submitted the following report, which was ordered published and *Placed on File:*

CHICAGO, April 17, 1969.

*To the President and Members of the City Council:*

In response to a request of the Alderman of the Eighth Ward for a report under Rule 43 of the Rules of Order of the City Council on a proposed ordinance referred to the Committee on License on November 1, 1967 (C.J. p. 1201) concerning the issuance of retailer's licenses for the sale of alcoholic liquor, I wish to report that said ordinance will be set for hearing as soon as the necessary in depth study has been completed.

Respectfully submitted,

(Signed) THOMAS F. FITZPATRICK,
*Chairman.*

# MATTERS PRESENTED BY THE ALDERMEN

**(Presented by Wards, in Order, Beginning with the Fiftieth Ward).**

**Arranged under the following subheadings:**

1. **Traffic Regulations, Traffic Signs and Traffic-Control Devices.**
2. **Zoning Ordinance Amendments.**
3. **Claims.**
4. Unclassified Matters (arranged in order according to Ward numbers).
5. **Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection, and Water Rate Exemptions, Etc.**

***Proposed ordinances, orders and resolutions, described below, were presented by the aldermen named, as noted. Except where otherwise noted or indicated hereinbelow, unanimous consent was given to permit action by the City Council on each of said proposed ordinances, orders and resolutions without previous committee consideration, in accordance with the provisions of Council Rule 43.***

## 1. TRAFFIC REGULATIONS, TRAFFIC SIGNS, AND TRAFFIC-CONTROL DEVICES.

### *Referred*—PROPOSED ORDER FOR ESTABLISHMENT OF PARKING-METER ZONE ON PORTION OF N. WELLS ST.

Alderman Fried (42nd Ward) presented a proposed order for the establishment of a parking-meter zone on N. Wells Street (both sides) between W. Illinois and W. Hubbard Streets; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—PROPOSED ORDINANCES TO PROHIBIT AT ALL TIMES PARKING OF VEHICLES AT SPECIFIED LOCATIONS.

Alderman Fried (42nd Ward) presented two proposed ordinances to prohibit at all times the parking of vehicles on the south side of E. Delaware Place between N. Michigan Avenue and N. Seneca Street and on the north side of E. Chestnut Street between N. Michigan Avenue and N. Seneca Street, which were *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—PROPOSED ORDINANCES TO PROHIBIT PARKING OF VEHICLES DURING SPECIFIED HOURS AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit the parking of vehicles, during the hours designated, at the locations specified, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Location, Distance and Time* |
|---|---|
| Despres (5th Ward) | E. 55th Street at No. 1510 for a distance of 45 feet — 10:00 A.M. to 4:00 P.M. (Saturdays only) |
| Cousins (8th Ward) | S. Jeffery Avenue at No. 7905 — 11:00 A.M. to 5:00 P.M. (Thursdays only) |
| Lupo (9th Ward) | S. 121st Street (south side) between S. State Street and S. Michigan Avenue—7:00 A.M. to 9:00 A.M. |
| Fried (42nd Ward) | E. Chestnut Street (south side) between N. Michigan Avenue and N. Seneca Street—8:00 A.M. to 6:00 P.M. (except on Sundays and holidays) |
| | E. Delaware Place (north side) between N. Seneca Street and a point 200 feet west thereof —8:00 A.M. to 6:00 P.M. (except on Sundays and holidays) |
| | E. Lake Shore Drive (local north side) between N. Michigan Avenue and N. Lake Shore Drive—4:00 P.M. to 6:00 P.M. (except on Saturdays, Sundays and holidays). |

### *Referred*—PROPOSED ORDINANCE TO FIX WEIGHT LIMIT OF FIVE TONS FOR VEHICLES ON PORTION OF E. 108TH ST.

Alderman Buchanan (10th Ward) presented a proposed ordinance to fix a weight limit of five tons for trucks and commercial vehicles on E. 108th Street between S. Avenue O and S. Burley Avenue; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—PROPOSED ORDINANCES TO RESTRICT MOVEMENT OF VEHICULAR TRAFFIC TO SINGLE DIRECTIONS ON SPECIFIED PUBLIC WAYS.

The aldermen named below presented proposed ordinances to restrict the movement of vehicular traffic to the direction indicated in each case, on specified public ways, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Street, Distance and Direction* |
|---|---|
| Buchanan (10th Ward) | S. Luella Avenue between E. 99th and E. 100th Streets—southerly |
| Stas[illegible] ([illegible] Ward) | W. 73rd Street between S. Homan and S. Kedzie Avenues—easterly |
| Sheridan (16th Ward) | S. Bishop Street between W. 63rd Street and W. Marquette Road—southerly |
| | S. Laflin Street between W. 63rd Street and W. Marquette Road—northerly |
| | S. Justine Street between W. 63rd Street and W. Marquette Road—southerly |
| | W. 66th Street between S. Ashland Avenue and S. Loomis Street—easterly |
| [Sheridan (16th Ward)] | W. 65th Street between S. Loomis Street and S. Ashland Avenue—westerly. |

### *Referred*—PROPOSED ORDER TO DESIGNATE PORTION OF N. RAVENSWOOD AV. AS SERVICE DRIVE.

Alderman Hoellen (47th Ward) presented a proposed order to designate the east lane of N. Ravenswood Avenue between W. Irving Park Road and W. Berteau Avenue as a service drive; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—PROPOSED ORDERS FOR INSTALLATIONS OF TRAFFIC SIGNS.

The aldermen named below presented proposed orders for installations of traffic signs, of the nature indicated and at the locations specified, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Location and Type of Sign* |
|---|---|
| Rayner (6th Ward) | E. 68th Street and S. Langley Avenue—"Stop" |
| Buchanan (10th Ward) | S. Oglesby Avenue and E. 99th Street—"2-Way Stop" |
| | S. Paxton Avenue and E. 99th Street—"2-Way Stop". |

### *Referred*—PROPOSED ORDER FOR SURVEY FOR INSTALLATION OF TRAFFIC SIGNALS AT SPECIFIED INTERSECTION.

Alderman Frost (21st Ward) presented a proposed order for survey for installation of traffic signals at the intersection of W. 101st and S. Halsted Streets; which was *Referred to the Committee on Traffic and Public Safety.*

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## 2. ZONING ORDINANCE AMENDMENTS.

### *Referred*—PROPOSED ORDINANCE TO AMEND SECTION 5.7-5(1) OF CHICAGO ZONING ORDINANCE.

Alderman Buchanan (10th Ward) presented a proposed ordinance to amend Section 5.7-5(1) of the Chicago Zoning Ordinance by increasing the height of fixed and open type fences and walls to six feet; which was *Referred to the Committee on Buildings and Zoning.*

### *Referred*—PROPOSED ORDINANCES TO RECLASSIFY PARTICULAR AREAS.

Proposed ordinances for amendment of the Chicago Zoning Ordinance, for the purpose of reclassifying particular areas, were presented by the aldermen named below, respectively, and were *Referred to the Committee on Buildings and Zoning,* as follows:

BY ALDERMAN JAMBRONE (28TH WARD):

To classify as an R5 General Residence District instead of an R4 General Residence District the area shown on Map No. 1-I bounded by

W. Maypole Avenue; a line 278.35 feet east of the alley next east of and parallel to N. California Avenue; W. Washington Boulevard; a line 187.23 feet east of N. California Avenue; the alley next north of and parallel to W. Washington Boulevard; and the alley next east of and parallel to N. California Avenue.

BY ALDERMAN GABINSKI (32ND WARD):

To classify as an M1-1 Restricted Manufacturing District instead of an R3 General Residence District the area shown on Map No. 5-H bounded by

the alley next south of and parallel to the right of way of the C.M. St. P. & P. RR.; the alley next east of and parallel to N. Honore Street; a line 25 feet south of the alley next south of and parallel to the right of way of the C.M. St. P. & P. RR.; and S. Honore Street.

BY ALDERMAN MCCUTCHEON (43RD WARD):

To classify as an R7 General Residence District instead of an R6 General Residence District the area shown on Map No. 3-F bounded by

a line 90 feet south of W. North Avenue; N. LaSalle Street; W. Schiller Street; a line 172 feet east of N. Wells Street; the alley next south of and parallel to W. Burton Place; the alley next west of and parallel to N. LaSalle Street; the alley next north of and parallel to

W. Burton Place; the alley next west of N. LaSalle Street, or the line thereof if extended where no alley exists; the alley next south of and parallel to W. North Avenue; and the alley next west of and parallel to N. LaSalle Street.

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## 3. CLAIMS.

**Claims against the City of Chicago were presented by the aldermen designated below, respectively, for the claimants named, which were *Referred to the Committee on Finance,* as follows:**

| *Alderman* | *Claimant* | *Alderman* | *Claimant* |
|---|---|---|---|
| Despres (5th Ward) | Russell S. Boyer | Brandt (33rd Ward) | Logan Square Animal Hospital |
| Lupo (9th Ward) | Joseph Caroddo,<br>Pamela L. Fanning | Laurino (39th Ward) | Mr. D. Hayes. |

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## 4. UNCLASSIFIED MATTERS

### (Arranged in Order According to Ward Numbers).

***Proposed ordinances, orders and resolutions were presented by the aldermen named below, respectively, and were acted upon by the City Council in each case in the manner noted, as follows:***

### Presented by ALDERMAN ROTI (1st Ward):

### Drafting of Ordinance for Vacation of Streets and Alleys Directed.

**A proposed order reading as follows:**

*Ordered,* That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of the west 88 feet, more or less, of W. 22nd Place, the west 332.65 feet, more or less, of W. 23rd Street and the southwesterly 92 feet, more also the west 88 feet, more or less, of the east-west or less, of S. Lumber Street, all lying east of a line 568.75 feet, more or less, west of S. Halsted Street; 20-foot public alley north of W. 22nd Place, the west 220 feet, more or less, of the east-west 20-foot public alley south of W. 22nd Place, the west 347.65 feet, more or less, of the east west 20-foot public alley south of W. 23rd Street and all of the north-south 20-foot public alley running north of S. Lumber Street, all in the blocks bounded by W. Cermak Road, S. Lumber Street, S. Halsted Street and a line 568.75 feet, more or less, west of S. Halsted Street; also all that part of S. Morgan Street lying between W. Cermak Road and the southerly terminus of said S. Morgan Street approximately 900 feet south of W. Cermak Road, for the Chicago, Burlington and Quincy Railroad Company and John Giacomini; said ordinance to be transmitted to the Committee on Local Industries, Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Roti said proposed order was *Passed.*

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### Presented by ALDERMAN DESPRES (5th Ward):

### Issuance of Permit to Conduct Art Fair and Street and Sidewalk Sale Authorized.

**A proposed order reading as follows:**

*Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to issue a permit to the 57th Street Art Fair Association to conduct an art fair and a street and sidewalk sale on Saturday and Sunday, June 7-8, 1969, from 9:00 A.M. to 9:00 P.M. on specified streets in the 5th Ward; the north side of E. 57th Street from S. Kimbark Avenue to S. Kenwood Avenue; the east side of S. Kimbark Avenue from E. 57th Street to E. 56th Street; the south side of E. 56th Street from S. Kimbark Avenue to S. Kenwood Avenue; and both sides of the north-south alley from E. 56th Street to E. 57th Street and from S. Kimbark Avenue to S. Kenwood Avenue.

On motion of Alderman Despres said proposed order was *Passed.*

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### Presented by ALDERMAN RAYNER (6th Ward):

### Removal of Public Drinking Fountain at Specified Location Authorized and Directed.

A proposed order reading as follows:

WHEREAS, The necessary abandonment of the existing playlot on the corner of E. 65th Street and S. Rhodes Avenue, and the subsequent construction of a parsonage for the Woodlawn Methodist Church on said site, vitiated the necessity for the public drinking fountain at said corner; now, therefore,

*Be It Ordered,* That the Commissioner of Water and Sewers is hereby authorized and directed to remove the said drinking fountain from the parkway at the corner of E. 65th Street and S. Rhodes Avenue.

On motion of Alderman Rayner said proposed order was *Passed.*

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### Presented by ALDERMAN BUCHANAN (10th Ward):

*Referred*—PROPOSED ORDINANCE FOR APPROVAL OF PLAT OF SUBDIVISION.

A proposed ordinance to direct the Superintendent of Maps to approve a plat of subdivision of the territory bounded by E. 121st Street, E. 122nd Street, S. Torrence Avenue and a line 1279.4 feet, more or less, west thereof.—*Referred to the Committee on Local Industries, Streets and Alleys.*

### Presented by
### ALDERMAN BILANDIC (11th Ward):

*Referred*—PROPOSED ORDINANCE TO REPEAL ORDINANCE ESTABLISHING TAXICAB STAND NO. 258.

A proposed ordinance to repeal the ordinance passed by the City Council on May 13, 1959, C. J. pages 279-281, establishing Taxicab Stand No. 258 on S. Aberdeen Street, along the west curb, from a point 55 feet north of the north building line of W. 35th Street, extending 50 feet north thereof, 2 vehicles.—*Referred to the Committee on Local Transportation.*

### Presented by
### ALDERMAN STASZCUK (13th Ward):

*Referred*—PROPOSED ORDER AND PETITION FOR PAVING OF ALLEY.

A proposed order (together with a petition) to request the Board of Local Improvements to institute necessary proceedings to pave by special assessment the roadway of the alley in the block bounded by S. Hamlin Avenue, S. Springfield Avenue, W. 60th Place and W. 61st Street.—*Referred to the Committee on Local Industries, Streets and Alleys.*

### Presented by
### ALDERMAN KRSKA (15th Ward):

#### Permission Granted to Close to Traffic Portions of Specified Streets for Conduct of Vacation Bible Classes.

A proposed order reading as follows:

*Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to grant permission to Grace United Church of Christ, No. 5954 S. Albany Avenue, to close to traffic W. 60th Street between S. Albany Avenue and the alley west thereof and S. Albany Avenue in front of the premises at Nos. 5954-5958, from 10:45 A.M. to 11:15 A.M., Mondays through Fridays (except on Friday, July 4, 1969), during the period from Monday, June 30, 1969 through Friday, July 11, 1969, for the conduct of vacation bible classes by the said church.

On motion of Alderman Krska said proposed order was *Passed.*

### Presented by
### ALDERMAN SHERIDAN (16th Ward):

#### Building Declared Public Nuisance and Ordered Demolished.

A proposed ordinance reading as follows:

WHEREAS, The building located at No. 6454 S. Wolcott Avenue, is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; therefore

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The building located at No. 6454 S. Wolcott Avenue, is declared a public nuisance, and the Commissioner of Buildings is authorized and directed to demolish the same.

SECTION 2. This ordinance shall be effective upon its passage.

On motion of Alderman Sheridan said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Hoellen, Wigoda—42.

*Nays*—None.

### Presented by
### ALDERMAN HINES (18th Ward):

*Referred*—PROPOSED ORDER FOR ACQUISITION OF PROPERTY AT NO. 7830 S. CARPENTER ST. FOR TOTLOT PURPOSES.

A proposed order to direct the Committee on Finance and the Committee on Forestry and Recreation to give consideration to the acquisition of vacant property at No. 7830 S. Carpenter Street for totlot purposes.—*Referred to the Committee on Forestry and Recreation.*

*Referred*—PROPOSED ORDER TO ESTABLISH EXPRESS MOTORBUS ROUTE ON PORTION OF S. WESTERN AV.

Also a proposed order to request the Chicago Transit Authority to establish and operate an express motorbus route to service S. Western Avenue between W. 79th Street and the "Loop" (by way of S. Archer Avenue) during the "Rush Hours" of 7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M.—*Referred to the Committee on Local Transportation.*

### Presented by
### ALDERMAN FROST (21st Ward):

#### Building Declared Public Nuisance and Ordered Demolished.

A proposed ordinance reading as follows:

WHEREAS, The building located at No. 1133 W. 103rd Street, is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; therefore

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The building located at No. 1133 W. 103rd Street, is declared a public nuisance, and the Commissioner of Buildings is authorized and directed to demolish the same.

SECTION 2. This ordinance shall be effective upon its passage.

On motion of Alderman Frost said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Hoellen, Wigoda—42.

*Nays*—None.

*Referred*—PROPOSED ORDER FOR PAVING OF PORTION OF S. MORGAN ST.

Also a proposed order to request the Board of Local Improvements to institute necessary proceedings to pave by special assessment the roadway of S. Morgan Street from W. 110th Street to W. 111th Street.—*Referred to the Committee on Local Industries, Streets and Alleys.*

### Presented by
### ALDERMAN ZYDLO (26th Ward):

### Building Declared Public Nuisance and Ordered Demolished.

A proposed ordinance reading as follows:

WHEREAS, The building located at No. 2020 W. Iowa Street, is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; therefore

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The building located at No. 2020 W. Iowa Street, is declared a public nuisance, and the Commissioner of Buildings is authorized and directed to demolish the same.

SECTION 2. This ordinance shall be effective upon its passage.

On motion of Alderman Zydlo said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Hoellen, Wigoda—42.

*Nays*—None.

### Presented by
### ALDERMAN SAIN (27th Ward):

### Drafting of Ordinance for Vacation of Alleys Directed.

A proposed order reading as follows:

*Ordered,* That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of all of the east-west 16-foot public alley including its intersection with the north-south 15-foot public alley west thereof, together with all of the circular-shaped 15-foot public alley including the easterly-westerly 12-foot public alley running westerly from said circular-shaped alley, all lying south of the south line of the aforesaid east-west 16-foot public alley extended east and extended west, in the block bounded by W. Monroe Street, W. Adams Street, S. Jefferson Street and S. Desplaines Street, for American National Bank and Trust Company of Chicago, Trustee under Trust No. 9249, and others; said ordinance to be transmitted to the Committee on Local Industries, Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Sain said proposed order was *Passed.*

### Presented by
### ALDERMAN JAMBRONE (28th Ward):

*Referred*—PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE IN PUBLIC WAY.

A proposed ordinance for a grant of permission and authority to Plasto Manufacturing Company to maintain and use an existing loading platform located in the first east-west 20-foot public alley north of W. Carroll Avenue, for use in connection with the premises known as Nos. 3200-3208 W. Carroll Avenue. —*Referred to the Committee on Local Industries, Streets and Alleys.*

### Presented by
### ALDERMAN BIGGS (29th Ward):

### Buildings Declared Public Nuisances and Ordered Demolished.

A proposed ordinance reading as follows:

WHEREAS, The buildings at the following locations, to wit:

No. 3801 W. Arthington Street,
No. 4108 W. Jackson Boulevard,
No. 1618 S. Karlov Avenue,
No. 1628 S. Komensky Avenue,
No. 1408 S. Kostner Avenue, and
No. 1518 S. Tripp Avenue,

are so deteriorated and weakened that each is structurally unsafe and a menace to life and property in its vicinity; therefore

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The buildings at the following locations, to wit:

No. 3801 W. Arthington Street,
No. 4108 W. Jackson Boulevard,
No. 1618 S. Karlov Avenue,
No. 1628 S. Komensky Avenue,
No. 1408 S. Kostner Avenue, and
No. 1518 S. Tripp Avenue,

are declared public nuisances, and the Commissioner of Buildings is authorized and directed to demolish the same.

SECTION 2. This ordinance shall be effective upon its passage.

On motion of Alderman Biggs said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Hoellen, Wigoda—42.

*Nays*—None.

### Presented by
### ALDERMAN LASKOWSKI (35th Ward):

*Referred*—PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE IN PUBLIC WAY.

A proposed ordinance for a grant of permission and authority to W. F. Hall Printing Company to maintain and use two existing 4-inch conduits encased in concrete underneath the parkway on the east side of N. Knox Avenue 10 feet west of the east line of said N. Knox Avenue from the south line of W. Wellington Avenue 350 feet north to an existing manhole; also to maintain and use two existing 4-inch conduits containing 12,000-volt electric cables from said manhole a distance of 235 feet under the parkway north to the building of the Chicago Roto Print Company west of and adjoining the east line of said N. Knox Avenue, thence in a 3-inch armored cable up for a distance of 25 feet on the face of said building, thence running northerly on the wall of said building a distance of 400 feet into said building.—*Referred to the Committee on Local Industries, Streets and Alleys.*

### Presented by
### ALDERMAN McCUTCHEON (43rd Ward):

**Drafting of Ordinances for Closing to Traffic Portions of Specified Streets Directed.**

Two proposed orders reading respectively as follows:

> *Ordered,* That the Commissioner of Public Works is hereby directed to prepare an ordinance for closing to vehicular traffic of parts of N. Ogden Avenue between W. Wisconsin Street and N. Lincoln Avenue; also to prepare a resolution providing for opening a triangular-shaped part of City-owned property on the westerly side of said N. Ogden Avenue between said W. Wisconsin Street and N. Lincoln Avenue, for pedestrian use only, for the City of Chicago (Department of Urban Renewal) Project Lincoln Park I; said ordinance to be transmitted to the Committee on Local Industries, Streets and Alleys for consideration and recommendation to the City Council.
>
> *Ordered,* That the Commissioner of Public Works is hereby directed to prepare an ordinance providing for closing to vehicular traffic all that part of original N. Cleveland Avenue together with part of its intersection with N. Ogden Avenue lying north of the north line of W. Eugenie Street extended west, lying south of a line 118 feet, more or less, north of and parallel with said described line and lying east of a line 40 feet west of and parallel with the east line of said N. Cleveland Avenue and said east line extended north; also all that part of W. Eugenie Street lying between N. Cleveland Avenue and a line drawn from a point on the south line of said W. Eugenie Street at its intersection with the west line of N. St. Michaels Court to a point on the north line of said W. Eugenie Street, 20 feet west of the west line of N. St. Michaels Court; and all that part of the south 26 feet of W. Eugenie Street lying between N. Hudson Avenue and a line 18 feet easterly of and parallel with a line drawn from a point on the south line of W. Eugenie Street at its intersection with the west line of N. St. Michaels Court to a point on the north line of said W. Eugenie Street, 20 feet west of the west line of N. St. Michaels Court, for the City of Chicago (Department of Urban Renewal) and the Redemptorist Fathers of Chicago, Project Lincoln Park I; said ordinance to be transmitted to the Committee on Local Industries, Streets and Alleys for consideration and recommendation to the City Council.

On separate motions made by Alderman McCutcheon *each* of the foregoing proposed orders was *Passed.*

**Drafting of Ordinance for Vacation of Portions of Specified Streets and Alleys Directed.**

Also two proposed orders reading respectively as follows:

> *Ordered,* That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of all that part of N. Ogden Avenue together with part of its intersection with original N. Cleveland Avenue, lying north of the north line of W. Eugenie Street extended east, lying south of a line 118 feet, more or less, north of and parallel with said north line of W. Eugenie Street extended east and lying west of a line 40 feet west of and parallel with the east line of N. Cleveland Avenue and said east line extended north; also a triangular-shaped part of N. Ogden Avenue lying east of the east line of said N. Cleveland Avenue extended north and lying south of a line 125 feet, more or less, north of and parallel with the north line of W. Eugenie Street; and all of the north-south 10-foot public alley in the block bounded by W. Eugenie Street, N. Ogden Avenue, N. Cleveland Avenue and N. St. Michaels Court; and all that part of the north-south 16-foot public alley between N. Cleveland Avenue and N. Mohawk Street lying south of the south line extended east of the first east-west public alley north of W. Eugenie Street; also to prepare a resolution providing for opening an additional 20 feet of right of way on the west side of N. St. Michaels Court between W. Eugenie Street and N. Ogden Avenue, for the City of Chicago (Department of Urban Renewal) and the Redemptorist Fathers of Chicago, Project Lincoln Park I; said ordinance to be transmitted to the Committee on Local Industries, Streets and Alleys for consideration and recommendation to the City Council.
>
> *Ordered,* That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of parts of N. Ogden Avenue between N. Sedgwick Street and W. Wisconsin Street and between W. Wisconsin Street and N. Lincoln Avenue, and the south 128 feet, more or less, of the north-south 10-foot public alley running north from W. Wisconsin Street immediately west of N. Ogden Avenue; also to prepare a resolution providing for opening an additional 6 feet on the south side of the east-west 10-foot public alley running west from N. Ogden Avenue, in the block bounded by W. Wisconsin Street, N. Ogden Avenue, N. Lincoln Avenue and N. Sedgwick Street, for the City of Chicago (Department of Urban Renewal) Project Lincoln Park I; said ordinance to be transmitted to the Committee on Local Industries, Streets and Alleys for consideration and recommendation to the City Council.

On separate motions made by Alderman McCutcheon *each* of the foregoing proposed orders was *Passed.*

### Issuance of Permit to Conduct Street Art Fair Authorized.

Also a proposed order reading as follows:

*Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to issue a permit to the West Burton Place Association, No. 152 W. Burton Place, to conduct its seventh annual street art fair on Saturday, June 14, 1969 and on Sunday, June 15, 1969, from 12:00 Noon to 9:00 P.M., on W. Burton Place between N. LaSalle and N. Wells Streets and in the alleys adjacent to this portion of W. Burton Place.

On motion of Alderman McCutcheon said proposed order was *Passed.*

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### Presented by
### ALDERMAN SINGER (44th Ward):

*Referred*—PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE IN PUBLIC WAY.

A proposed ordinance for a grant of permission and authority to Continental Baking Company to maintain and use an existing switch track at street grade on and across the west side of N. Lakewood Avenue connecting with the westerly track of the Chicago, Milwaukee, St. Paul and Pacific Railroad at a point 275 feet south of W. Diversey Parkway, thence northerly on a curve on and across N. Lakewood Avenue to a point on the west line thereof 120 feet south of said W. Diversey Parkway.—*Referred to the Committee on Local Industries, Streets and Alleys.*

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### Presented by
### ALDERMAN WIGODA (49th Ward):

### Congratulations Extended to Sister Ann Ida Gannon on Election to Chairmanship of Association of American Colleges.

A proposed resolution reading as follows:

WHEREAS, Sister Ann Ida Gannon, B.V.M., President of Mundelein College, has brought honor and distinction to the City of Chicago by her election as Chairman of the prestigious Association of American Colleges; and

WHEREAS, Sister Ann Ida, a native of Chicago and a lifelong resident of Rogers Park, has served on numerous committees and boards of both local and national institutions and organizations for which she has received wide recognition as an educational, spiritual and civic leader; and

WHEREAS, During Sister Ann Ida's twelve years as President of Mundelein College, her leadership has caused Mundelein to take its place as one of the foremost institutions of higher learning in the United States; now, therefore,

*Be It Resolved,* That the members of the City Council of the City of Chicago on behalf of the people of the City of Chicago, in meeting assembled this 17th day of April, 1969, unanimously express their congratulations to Sister Ann Ida Gannon of the Sisters of Charity of the Blessed Virgin Mary on her election to the Chairmanship of the Association of American Colleges.

Alderman Wigoda moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed resolution. The motion *Prevailed.*

On motion of Alderman Wigoda said proposed resolution was *Adopted.*

### Issuance of Canopy Permit Authorized.

Also a proposed order reading as follows:

*Ordered,* That the City Comptroller is hereby authorized to issue a permit to LaSalle National Bank of Chicago, not individually, but as Trustee under Trust Agreement dated May 9, 1966, known as Trust No. 35015, to maintain an existing canopy over the sidewalk in W. Howard Street, attached to the building or structure located at Nos. 1783-1793 W. Howard Street, for a period of ten years from and after April 6, 1969, in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Buildings and the Chief Fire Prevention Engineer, said canopy not to exceed 17 feet in length nor 11 feet in width: upon the filing of the application and bond and payment of the initial compensation provided for by ordinances relating to the construction and maintenance of canopies.

On motion of Alderman Wigoda said proposed order was *Passed.*

*Referred*—PROPOSED ORDINANCE TO AMEND REGULATIONS GOVERNING DEFINITION OF BICYCLES.

Also a proposed ordinance to amend Section 27-200 of the Municipal Code of Chicago concerning definition of bicycles, to read as follows:

"Bicycle. Every device propelled by human power upon which any person may ride, having two tandem wheels either of which is more than twenty inches in diameter, and including any device generally recognized as a bicycle though equipped with two front and two rear wheels."

—*Referred to the Committee on Traffic and Public Safety.*

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## 5. FREE PERMITS, LICENSE FEE EXEMPTIONS, CANCELLATION OF WARRANTS FOR COLLECTION, AND WATER RATE EXEMPTIONS, ETC.

**Proposed ordinances, orders, etc. described below, were presented by the aldermen named, and were *Referred to the Committee on Finance,* as follows:**

*Free Permits to Churches, Etc.:*

BY ALDERMAN HOELLEN (FOR ALDERMAN SPERLING, 50TH WARD):

The Catholic Bishop of Chicago (St. Henry Church), No. 6327 N. Hoyne Avenue—construction of parish administration building and social center, all electrical work and use of water in conjunction therewith.

*License Fee Exemptions for Homes, Hospitals, Day Care Centers, Etc.:*

BY ALDERMAN ROTI (1ST WARD):

Bethel Day Nursery, No. 1434 S. Laflin Street.

BY ALDERMAN METCALFE (3RD WARD):

Firman House, No. 37 W. 47th Street.

BY ALDERMAN DESPRES (5TH WARD):

Hyde Park Union Church Nursery School, No. 5600 S. Woodlawn Avenue.

Hyde Park Neighborhood Club, No. 5480 S. Kenwood Avenue.

Chicago Sinai Congregation Nursery School, No. 5350 S. South Shore Drive.

Chicago Child Care Society, No. 5467 S. University Avenue.

Hyde Park Unitarian Cooperative Nursery School, No. 5650 S. Woodlawn Avenue.

BY ALDERMAN BUCHANAN (10TH WARD):

Chicago Association for Retarded Children, St. Elizabeth Head Start for Retarded Children, No. 4046 S. Michigan Avenue.

Chicago Association for Retarded Children, South Deering Methodist Church (Head Start for Retarded), No. 10536 S. Bensley Avenue.

BY ALDERMAN FROST (21ST WARD):

Dr. Edward Jerome Robinson's Child Development Center, Nos. 1328 W. 111th Street and 11439 S. Davol Street.

BY ALDERMAN MCMAHON (30TH WARD):

St. Anne's Hospital, No. 4950 W. Thomas Street.

BY ALDERMAN GABINSKI (32ND WARD):

Sisters of the Resurrection Day Care Center, No. 1849 N. Hermitage Avenue.

BY ALDERMAN BRANDT (33RD WARD):

Mary Crane Nursery School, No. 2905 N. Leavitt Street.

BY ALDERMAN BRANDT (FOR ALDERMAN SANDE, 34TH WARD):

Lutheran Day Nursery, Nos. 1802-1808 N. Fairfield Avenue.

BY ALDERMAN LAURINO (39TH WARD):

Holy Family Lutheran Church Head Start, No. 542 W. Hobbie Street.

Uptown Lutheran Day Care Center, No. 5030 N. Marine Drive.

BY ALDERMAN SIMON (40TH WARD):

North Park Covenant Church Nursery School, No. 5250 N. Christiana Avenue.

BY ALDERMAN FIFIELSKI (FOR ALDERMAN KERWIN, 46TH WARD):

First Independent Church-School-Mission Twinkle Little Star Center, Nos. 3652-3656 N. Wilton Avenue.

BY ALDERMAN HOELLEN (FOR ALDERMAN SPERLING, 50TH WARD):

Congregation K.I.N.S. of West Rogers Park, No. 2800 W. North Shore Avenue.

Virginia Frank Child Development Center of the JCS, No. 3033 W. Touhy Avenue.

*Cancellation of Warrants for Collection:*

BY ALDERMAN ROTI (1ST WARD):

Louise Burg Hospital, No. 255 W. Cermak Road —elevator inspection.

BY ALDERMAN JANOUSEK (22ND WARD):

Jewish Home for the Aged, No. 1648 S. Albany Avenue—elevator inspection.

BY ALDERMAN SAIN (27TH WARD):

Bible Rescue Mission, Nos. 915-917 W. Madison Street—mechanical ventilation inspection.

BY ALDERMAN FRIED (42ND WARD):

Rehabilitation Institute of Chicago, No. 401 E. Ohio Street—elevator inspection.

BY ALDERMAN MCCUTCHEON (43RD WARD):

Chicago Youth Centers, No. 1500 N. North Park Avenue—sign inspection.

BY ALDERMAN FIFIELSKI (45TH WARD):

Congregation of Debutazione of Maria SS. Lauretana, No. 5854 W. Lawrence Avenue—sign inspection.

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# UNFINISHED BUSINESS.

### Amendment of Resolution Assigning Aldermen to Membership on Standing Committees.

On motion of Alderman Sain the City Council took up for consideration the report of the Committee on Committees and Rules deferred and ordered published on April 9, 1969, page 5239, recommending that the City Council adopt the proposed resolution transmitted therewith.

Alderman Sain moved to Concur In the committee's recommendations and adopt said proposed resolution.

Alderman Despres presented an amendment to strike, under the Committee on Aviation, the name and title "Frost (Vice-Chairman)" and substitute therefor the name and title "Rayner (Vice-Chairman)".

Alderman Burke moved to *Lay the Amendment on the Table.* The question being put, on the motion to Lay on the Table, the motion *Prevailed.*

Alderman Despres then presented an amendment to strike, under the Committee on Committees and Rules, the name "Bilandic" and substitute therefor the name "Cousins".

The question being put, the motion was *Lost,* by yeas and nays as follows:

*Yeas*—Aldermen Despres, Rayner, Simon, Scholl, Hoellen—5.

*Nays*—Aldermen Roti, Metcalfe, Holman, Bohling, Lupo, Buchanan, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Laskowski, Aiello, Casey, Cullerton, Laurino, Fried, McCutcheon, Fifielski, Wigoda—36.

Alderman Cousins and Alderman Bilandic were excused from voting under the provisions of Rule 14.

Alderman Cousins presented an amendment to add the name "Rayner" to membership on the Committee on Police, Fire, Civil Service, Schools and Municipal Institutions.

Alderman Burke moved to *Lay the Amendment on the Table.* The motion to Lay on the Table *Prevailed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Metcalfe, Holman, Lupo, Buchanan, Bilandic, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, Fifielski, Wigoda—33.

*Nays*—Aldermen Despres, Rayner, Bohling, Cousins, Staszcuk, Simon, McCutcheon, Singer—8.

Alderman Frost moved to strike the name "Despres" from membership on the Committee on Police, Fire, Civil Service, Schools and Municipal Institutions and substitute therefor the name "Rayner". The motion *Prevailed.*

Alderman Sain moved to adopt the proposed resolution as amended. The motion *Prevailed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Metcalfe, Holman, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Hoellen, Wigoda—39.

*Nays*—Alderman Simon—1.

Alderman Despres and Alderman Rayner were excused from voting under the provisions of Rule 14.

The following is said resolution as adopted:

> RESOLVED, That the Resolution assigning Aldermen, Chairmen, Vice-Chairmen and membership of standing committees, adopted April 21, 1967, and appearing in the Journal of the Proceedings of the City Council on said date, commencing on Page 19, be amended in the following respects:
>
> ### Aviation
>
> By striking therefrom the names and designations Sulski (Chairman), Laskowski (Vice-Chairman), and Shannon, and inserting in lieu thereof, Laskowski (Chairman), Frost (Vice-Chairman) and the name Burke.
>
> ### Buildings and Zoning
>
> By striking therefrom the names Burke and Goldberg, and inserting in lieu thereof, the names Lupo and Bilandic.
>
> ### Committees and Rules
>
> By striking therefrom the names Harvey, Danaher and Sulski, and inserting in lieu thereof the names Holman, Bilandic and Sande.
>
> ### Cultural and Economic Development
>
> By striking therefrom the names and designation Rosenberg (Chairman), and the name Parrillo, and inserting in lieu thereof, the name and designation Sande (Chairman), and the name Rot
>
> ### Federal and State Legislation
>
> By striking therefrom the names Bur Sulski, and inserting in lieu thereof t Burke.
>
> ### Finance
>
> By striking therefrom the name a tion Danaher (Vice-Chairman) and lieu thereof, Holman (Vice-Chairman striking therefrom all other names app members of the Finance Committee and ing in lieu of said names after the wo Chairman, the following: "and all electe bers of the City Council."
>
> ### Forestry and Recreation
>
> By striking therefrom the name Lupo and inserting the names Hubbard and Fried.
>
> ### Health
>
> By striking therefrom the name and designation Harvey (Chairman), and inserting the name and designation Holman (Chairman) and the name Gabinski.
>
> ### Judiciary
>
> By striking therefrom the names and designations Holman (Chairman), Parrillo (Vice-Chairman) and the name Sheridan, and inserting the names and designations Shannon (Chairman) Sheridan (Vice-Chairman) and the name Gabinski.
>
> ### License
>
> By striking therefrom the names and designations Fitzpatrick (Chairman), Collins (Vice-Chairman), and inserting the names and designations Collins (Chairman) Lupo (Vice-Chairman) and the name Fried.
>
> ### Local Industries, Streets and Alleys
>
> By striking therefrom the names Parrillo and Rosenberg and adding thereto the name Roti.
>
> ### Local Transportation
>
> By striking therefrom the name and designation Rosenberg (Vice-Chairman) and the names Burke and Frost, and inserting the name and designation Hines (Vice-Chairman) and the name Hubbard.
>
> ### Planning and Housing
>
> By striking therefrom the name and designation Goldberg (Chairman) and the names Harvey and Sulski, and by inserting the name and designation Fitzpatrick (Chairman) and the names Holman and Bilandic.
>
> ### Police, Fire, Civil Service, Schools and Municipal Institutions
>
> By striking the names and designations Burke (Chairman) McMahon (Vice-Chairman), and the names Buchanan, Goldberg and Rosenberg, and by inserting the names and designations McMahon (Chairman), Buchanan (Vice-Chairman), and adding the names Burke and Gabinski.
>
> ### Port of Chicago, Wharves and Bridges
>
> By striking therefrom the name and designation Sande (Vice-Chairman) and the names Kuta, Parrillo and Goldberg, and by inserting therein the

name and designation Kuta (Vice-Chairman) and the names Roti, Hubbard, Gabinski and Fried.

TRAFFIC AND PUBLIC SAFETY

By striking therefrom the name Shannon, and inserting therein the name Roti.

UTILITIES

triking therefrom the names Hines and Biggs by inserting the name Fried.

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### der of City Council Amended.

Alderman Sain the City Council took deration the report of the Committee on and Rules deferred and published on 69, page 5240, recommending that the City dopt a proposed resolution transmitted with ittee's report to amend the Rules of Order y Council of the City of Chicago as adopted on April 21, 1967.

On motion of Alderman Sain said proposed resolution was *Adopted*, by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Hoellen, Wigoda—42.

*Nays*—None.

The following is said resolution as adopted:

RESOLVED, That the Resolution adopted on April 21, 1967, and appearing in the Journal of the Proceedings of the City Council, on said date, commencing on page 13, be amended in the following respects:

By striking Rule 8, and inserting in lieu thereof the following:

Rule 8. "During the session of the City Council, no one, unless by consent of the Council, shall be admitted within the bar of the City Council Chamber except representatives of the press, television, radio, ex-aldermen, and persons invited by the Mayor or other Presiding Officer. The Mayor or Presiding Officer shall assign seats for the persons invited by them. The Committee on Rules shall assign an area or areas for said media of communication, and such area or areas shall be for the reporters and for such cameras and recording devices, or other equipment as may be necessary for use of said media of communication.

No person shall at any session or meeting of the Council solicit any alderman to vote for or against any person or proposition."

And by striking therefrom paragraph 2 of said Rule 38, the following language: "The Committee on Finance shall have a maximum of 38 members; the Committee on Buildings and Zoning shall have a maximum of 14 members"; and inserting in lieu thereof the following: "The Committee on Finance shall be composed of all of the elected members of the City Council; Committees on Buildings and Zoning; Cultural and Economic Development; Police, Fire, Civil Service, Schools and Municipal Institutions; and Forestry and Recreation shall have a maximum of 14 members."

### General Assembly of State of Illinois or Federal Government Memorialized to Provide Sufficient Funds for Tree Trimming and Tree Removal.

On motion of Alderman Fifielski the City Council took up for consideration the report of the Committee on Federal and State Legislation deferred and published on April 9, 1969, page 5240, recommending that the City Council adopt a proposed resolution transmitted with the committee's report to memorialize the General Assembly of the State of Illinois or the Federal Government to grant sufficient funds for tree trimming and tree removal.

On motion of Alderman Fifielski said proposed resolution was *Adopted*, by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Hoellen, Wigoda—42.

*Nays*—None.

The following is said resolution as adopted:

WHEREAS, The Budget of the Bureau of Forestry, Parkways and Beautification is pegged by the Illinois Legislature; and

WHEREAS, An emergency exists due to insufficient funds for tree trimming and tree removal; now, therefore,

*Be It Resolved*, That the City Council of the City of Chicago does memorialize the Illinois State Legislature or Federal Government to grant relief in order to provide the Bureau of Forestry, Parkways and Beautification with sufficient funds to meet the emergency caused by insufficient funds for tree trimming and tree removal.

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### Recommendations Made to General Assembly Concerning Bills Affecting the City of Chicago.

On motion of Alderman Fifielski the City Council took up for consideration the report of the Committee on Federal and State Legislation deferred and published on April 9, 1969, page 5242.

Alderman Simon moved to amend to *divide* the question on Senate Bills 296 and 297 from the committee's report appearing on page 5242.

Alderman Fifielski moved to *Lay the Amendment on the Table*. The motion to Lay on the Table *Prevailed*, by yeas and nays as follows:

*Yeas*—Aldermen Roti, Metcalfe, Holman, Bohling, Lupo, Buchanan, Bilandic, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Laskowski, Aiello, Casey, Cullerton, Laurino, Fifielski, Wigoda—33.

*Nays*—Aldermen Despres, Cousins, Staszcuk, Simon, Scholl, McCutcheon, Hoellen—7.

Alderman Cousins moved to divide Senate Bill 229 from the report under Group A, appearing on page 5242. The motion was *Lost.*

Alderman Hoellen moved to amend the committee's report to disapprove Senate Bill 229 and to approve Senate Bills 296 and 297, appearing on page 5242.

Alderman Keane moved to *Lay the Amendment on the Table.* The motion to Lay on the Table *Prevailed.*

Alderman Fifielski moved to Concur In the recommendations of the committee appearing on page 5242. The motion *Prevailed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Hoellen, Wigoda—42.

*Nays*—None.

Alderman Fifielski moved to Concur In the recommendations of the committee on all Bills appearing on pages 5242-5243. The motion *Prevailed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Hoellen, Wigoda—42.

*Nays*—None.

Alderman Fifielski moved to *divide* items under Group A and B on page 5240-5241. The motion *Prevailed.*

Alderman Fifielski moved to Concur In the committee's recommendations concerning Senate Bills 57 and 541 under Group A, printed on pages 5240-5241.

Alderman Despres moved to strike Senate Bill No. 57 in Group A, appearing on page 5241.

Alderman Fifielski moved to *Lay the Motion on the Table.* The question being put, the motion *Prevailed.*

Alderman Fifielski again moved to concur in the committee report on pages 5240-5241 under Group A. The motion *Prevailed.*

---

At this point in the proceedings the Mayor relinquished the Chair to Alderman Metcalfe, President Pro Tem.

Alderman Metcalfe in the Chair.

Alderman Bohling thereupon moved to *divide the question* on the recommendations contained in the committee report under Group B, printed on page 5241. The motion to divide *Prevailed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Hoellen, [illegible]—40.

*Nays*—Alderman Despres—1.

Alderman Fifielski moved to Concur In the committee's report concerning Bills under Group B. The motion Prevailed.

Alderman Bohling moved to amend the committee's report to show approval in lieu of disapproval of Senate Bills 1, 2 and 3, appearing on page 5241. The motion *Prevailed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Bohling, Cousins, Lupo, Buchanan, Bilandic, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Singer, Fifielski, Wigoda—37.

*Nays*—Aldermen Despres, Staszcuk, Scholl, McCutcheon, Hoellen—5.

Alderman Bohling next moved to amend the committee's report concerning Senate Bill 63 by striking out "disapprove" and "not to enact" appearing under Group B (page 5241) and inserting in lieu thereof "approve" and "to enact". The motion *Prevailed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Lupo, Buchanan, Bilandic, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Laskowski, Aiello, Casey, Cullerton, Laurino, Fifielski, Wigoda—32.

*Nays*—Aldermen Despres, Bohling, Cousins, Staszcuk, Simon, Scholl, McCutcheon, Singer, Hoellen—9.

Alderman Fifielski next moved to concur in the committee report concerning Senate Bill 70 appearing on page 5241. The motion *Prevailed.*

---

### MAYOR RESUMES CHAIR.

At this point in the proceedings Honorable Richard J. Daley, Mayor, returned to the meeting and resumed the Chair.

The question being put, on concurrence in the committee's recommendations, concerning Senate Bills 670, 671 and 722 the recommendations were *Concurred In,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Lupo, Buchanan, Bilandic, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Laskowski, Aiello, Casey, Cullerton, Laurino, Singer, Fifielski, Wigoda—33.

*Nays*—Aldermen Despres, Bohling, Cousins, Staszcuk, Simon, Scholl, McCutcheon, Hoellen—8.

Alderman Simon moved to amend the committee's report concerning Senate Bill 54 appearing on page 5241 to show approval instead of disapproval as recommended by the committee. The motion was *Lost,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Lupo, Buchanan, Bilandic, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Singer, Fifielski, Wigoda—34.

*Nays*—Aldermen Despres, Bohling, Cousins, Staszcuk, Scholl, McCutcheon, Hoellen—7.

Alderman Fifielski moved to Concur In the committee's recommendations concerning House Bills 26, 27, 57, 534, 891, 892, 908, 909 and 910. The motion *Prevailed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Lupo, Buchanan, Bilandic, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Singer, Fifielski, Wigoda—34.

*Nays*—Aldermen Despres, Bohling, Cousins, Staszcuk, Scholl, McCutcheon, Hoellen—7.

Alderman Fifielski moved to Concur In the committee's recommendations concerning House Bills 891, 892, 908, 909 and 910. The motion *Prevailed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Lupo, Buchanan, Bilandic, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Laskowski, Aiello, Casey, Cullerton, Laurino, Singer, Fifielski, Wigoda—33.

*Nays*—Aldermen Despres, Bohling, Cousins, Staszcuk, Simon, Scholl, McCutcheon, Hoellen—8.

Alderman Fifielski moved to Concur In the recommendations of the report printed on pages 5240-5241. The question being put, the motion *Prevailed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Lupo, Buchanan, Bilandic, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, McCutcheon, Singer, Fifielski, Wigoda—35.

*Nays*—Aldermen Despres, Bohling, Cousins, Staszcuk, Scholl, Hoellen—6.

## Authority Granted for Advertisement for Sale of City-Owned Farm of House of Correction.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and ordered published on April 9, 1969, page 5236, recommending that the City Council pass a proposed ordinance transmitted with the committee's report to authorize the advertisement for sale of real estate owned by the City of Chicago and known as the House of Correction Farm.

Alderman Keane moved to Concur In the committee's recommendation and to pass the proposed ordinance.

During debate, Alderman Despres raised the point of order that the President could not debate the pending issue without first stepping down to permit the President Pro Tem to preside.

The Chair declared the point of order *Not Well-Taken.*

Alderman Despres Appealed the decision of the Chair. The decision of the Chair was *Sustained,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Metcalfe, Holman, Lupo, Buchanan, Bilandic, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Laskowski, Aiello, Casey, Cullerton, Laurino, Fried, Fifielski, Wigoda—34.

*Nays*—Aldermen Despres, Rayner, Bohling, Cousins, Staszcuk, Simon, Scholl, McCutcheon, Singer, Hoellen—10.

After further debate, on motion of Alderman Keane the committee's recommendation was Concurred In and said ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Metcalfe, Holman, Lupo, Buchanan, Bilandic, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Fried, Singer, Fifielski, Wigoda—36.

*Nays*—Aldermen Despres, Rayner, Bohling, Staszcuk, Scholl, McCutcheon, Hoellen—7.

Alderman Janousek moved to *Reconsider* the foregoing vote. The motion was *Lost,* by yeas and nays as follows:

*Yeas*—Aldermen Despres, Rayner, Bohling, Cousins, Staszcuk, Scholl, McCutcheon, Hoellen—8.

*Nays*—Aldermen Roti, Metcalfe, Holman, Lupo, Buchanan, Bilandic, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Laskowski, Aiello, Casey, Cullerton, Laurino, Fried, Singer, Fifielski, Wigoda—35.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel or real estate owned by the City of Chicago which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago:

That part of the west half of the northwest quarter lying northerly of the center line of the Chicago and Joliet Highway of Section Thirty (30), Township thirty-eight (38) North, Range twelve (12) East of the Third Principal Meridian; also all that part of the west half of Section thirty (30), Township thirty-eight (38) North, Range twelve (12) East of the Third Principal Meridian, lying south of the center line of the Chicago and Joliet Highway; also the northeast quarter of the northwest quarter of Section thirty-one (31), Township thirty-eight (38) North, Range twelve (12) East of the Third Principal Meridian; also the west fifteen (15) acres of the southeast quarter of the northwest quarter of Section thirty-one (31), Township thirty-eight (38) North, Range twelve (12) East of the Third Principal Meridian, together with all improvements thereon; subject, however, to all existing highways, permanent easements and other restrictions of record. Said real estate now consists of Tract A, containing approximately 13.0 acres, Tract B, containing approximately 245.1 acres, and Tract C, containing approximately 39.4 acres, as exhibited on the Property Delineation of the City of Chicago Correctional Farm, attached hereto and made a part hereof.

Bids for purchase of said property are hereby solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms and time for reception of bids for said property.

SECTION 2. This ordinance shall take effect and be in full force from and after the date of its passage.

[Map attached to this ordinance omitted]

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### Sale of City-Owned Property Authorized at Nos. 301-309 W. Adams St.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on April 9, 1969, pages 5236-5237, recommending that the City Council pass a proposed ordinance transmitted with the committee's report to authorize the sale of city-owned property located at Nos. 301-309 W. Adams Street.

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Hoellen, Wigoda—42.

*Nays*—None.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of real estate owned by the City of Chicago which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago:

The North Three-Quarters (¾) of Lots One (1) and Two (2) in Pearson's Subdivision of Block Eighty-three (83) in School Section Addition to Chicago in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, improved with an eight-story building, commonly known as Nos. 301-309 W. Adams Street, in the City of Chicago, County of Cook, Illinois; subject, however, to the Leasehold Estate created by a certain Indenture of Lease made by the City of Chicago to George N. Neise dated June 29, 1886, and recorded August 7, 1886, as Document No. 742094, and as amended by Agreement dated July 8, 1942, and recorded July 21, 1942, as Document No. 12928826, demising and leasing the above-described premises for a term of 99 years beginning August 15, 1886 and ending August 15, 1985.

Bids for purchase of said property are hereby solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms and time for reception of bids for said property.

SECTION 2. This ordinance shall take effect and be in full force from and after the date of its passage.

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### Execution and Approval of Contract Authorized for Federal Grant for Urban Beautification and Improvement Contract No. Ill-B-20 (G).

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on April 9, 1969, pages 5237-5238, recommending that the City Council pass a proposed ordinance transmitted with the committee's report for acceptance of Contract for Federal Grant from the U. S. Department of Housing and Urban Development for Urban Beautification and Improvement Contract No. Ill-B-20 (G).

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Hoellen, Wigoda—42.

*Nays*—None.

The following is said ordinance as passed:

WHEREAS, The City of Chicago has duly made application to the U.S. Department of Housing and Urban Development for a grant in connection with upgrading and rehabilitation of parks and recreational areas; community wide activities to upgrade and improve the appearance of streets, greenways, parkways, waterfronts, stream valleys, right of way, and other non-recreational public places; and activities to beautify and improve historic and other public building sites; and

WHEREAS, That Contract No. Ill. B-20(G) between the City of Chicago and the United States of America has been submitted by the Government to the City of Chicago for its execution and approval; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

Section 1. The grant agreement herein identified as Contract No. Ill. B-20(G) between the United States of America (herein called the "Government") and the City of Chicago, incorporated herein by reference, for Grant Agreement Assistance not to exceed $1,000,000 for Urban Beautification and Improvement under Title VII of the Housing Act of 1961, as amended, is hereby approved.

Section 2. All funds received from the United States of America under Grant Contract No. Ill. B-20(G) shall be credited to the accounts from which the original expenditures were made.

Section 3. The Mayor is hereby authorized and directed to execute two counterparts of said Grant Agreement on behalf of the City of Chicago, and the City Clerk is hereby authorized and directed to impress and attest the official seal of the City of Chicago on each such counterpart, and to forward such counterparts to the Department of Housing and Urban Development for execution on behalf of the Government, together with such other documents relative to the approval and execution of such counterparts as may be required by the Government.

Section 4. This ordinance shall become effective from and after its passage and approval.

### Cancellation of Warrant for Collection Authorized.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on April 9, 1969, page 5237, recommending that the City Council pass a proposed order transmitted with the committee's report to authorize the cancellation of Warrant for Collection No. D-40170, in the amount of $9.00 for electrical inspection fee assessed against the Cook County School of Nursing, No. 1900 W. Polk Street.

On motion of Alderman Keane said proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Hoellen, Wigoda—42.

*Nays*—None.

The following is said order as passed:

*Ordered,* That the City Comptroller is hereby authorized and directed to cancel Warrant for Collection No. D-40170, in the amount of $9.00 for electrical inspection fee, assessed against the Cook County School of Nursing, No. 1900 W. Polk Street.

### Approval Given for Proposed Sale by Department of Urban Renewal of Certain Land in Urban Renewal Project Lincoln Park I.

On motion of Alderman Wigoda the City Council took up for consideration the report of the Committee on Planning and Housing deferred and published on April 9, 1969, page 5275, recommending that the City Council pass a proposed ordinance transmitted with the committee's report for approval of the proposed sale by the Department of Urban Renewal of certain land in Urban Renewal Project Lincoln Park I.

On motion of Alderman Wigoda said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Metcalfe, Holman, Bohling, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Laskowski, Aiello, Casey, Cullerton, Laurino, Fifielski, Wigoda—34.

*Nays*—Aldermen Despres, Rayner, Cousins, Simon, Scholl, McCutcheon, Singer, Hoellen—8.

The following is said ordinance as passed:

ORDINANCE

To Approve the Sale of Certain Land in Urban Renewal Project Lincoln Park I.

Whereas, The City Council of the City of Chicago did heretofore approve an Urban Renewal Plan for Urban Renewal Project Lincoln Park I; and

Whereas, The City Council did heretofore approve a Land Disposition Plan which provides for the sale and redevelopment of parcels of land for specified uses in said Project; and

Whereas, Pursuant to said Plans, the Department of Urban Renewal duly offered the following parcels for sale, and received proposals from various Redevelopers; and

Whereas, In the opinion of the Department of Urban Renewal, the offers hereinafter set forth represent the fair value of the land for uses in accordance with the Urban Renewal Plan, and the value to which such land should be made available in order that it may be developed or redeveloped for the purpose specified in the approved Urban Renewal Plan for the Project; and

Whereas, Said sales require the approval of the City Council of the City of Chicago; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

Section 1. The following offers for the parcels of land hereinafter set forth and further identified on a map of the Project in the Department's file entitled "Disposition Plat—Urban Renewal Project Lincoln Park I" be, and hereby are approved for acceptance:

| *Purchaser* | *Parcel* | *Total Sq. Ft.* | *Price Sq. Ft.* | *Total* |
|---|---|---|---|---|
| Ralph Anderson and Leo J. Zari | 42 R-C | 10,386.8 | $4.00 | $ 41,547.20 |
| | 42A R-C | 12,621.9 | 4.25 | 53,643.08 |
| Larrabee Court Associates | 16-North | 30,723.3 | 2.14 | 65,747.86 |
| | 16-A | 36,258.0 | 1.76 | 63,814.08 |
| | 16-South | 86,145.9 | 2.12 | 182,629.31 |

provided that the foregoing square foot areas and total prices are subject to correction upon actual survey to be furnished by the Department of Urban Renewal.

Section 2. This ordinance shall be effective upon its passage and approval.

# MISCELLANEOUS BUSINESS.

### *Motion to Reconsider*—East-West Public Alleys in Blocks Bounded by W. Madison St., W. Monroe St., S. La Salle St. and S. Wacker Dr. Named "W. Arcade Place".

Aldermen Hoellen, Despres and Cousins moved to Reconsider and Re-refer the ordinance passed on April 9, 1969, Council Journal page 5251, naming W. Arcade Place to alleys in the blocks bounded by W. Madison Street, W. Monroe Street, S. LaSalle Street and S. Wacker Drive.

Alderman Roti moved to *Lay on the Table the motion to Reconsider and Re-refer*. The motion to Lay on the Table *Prevailed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Lupo, Buchanan, Bilandic, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Laskowski, Aiello, Casey, Cullerton, Laurino, Fifielski, Wigoda—33.

*Nays*—Aldermen Despres, Bohling, Cousins, Staszcuk, Simon, Scholl, McCutcheon, Singer, Hoellen—9.

### Presence of Visitors Noted.

Honorable Richard J. Daley, Mayor, called the Council's attention to the presence at the meeting of the following visitors:

The Honorable Ratsima of the Malagasy Republic, Deputy, National Assembly, Mayor of Ambatondrazaka, President of Malagasy Delegation to recent Eurafrican Parliamentary Conference, accompanied by Mr. Robert Reed, Department of State, Escort-Interpreter;

50 students from the Student Council of Mozart School (34th Ward), accompanied by Mr. P. Yaccino;

40 students from the Senior Class of St. Paul High School (23rd Ward), accompanied by Sister Nancy Simon.

The visitors were warmly applauded and were invited to attend future meetings.

### Time Fixed for Next Succeeding Regular Meeting.

By unanimous consent Alderman Keane thereupon presented a proposed ordinance which reads as follows:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the next succeeding regular meeting of the City Council of the City of Chicago to be held after the regular meeting held on Thursday, the seventeenth (17th) day of April, 1969, at 10:00 A.M., be and the same is hereby fixed to be held on Friday, the twenty-fifth (25th) day of April, 1969, at 2:00 P.M., in the Council Chamber in the City Hall.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Hoellen, Wigoda—42.

*Nays*—None.

### ADJOURNMENT.

Thereupon Alderman Krska moved that the City Council do *Adjourn.* The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Friday, April 25, 1969, at 2:00 P.M. in the Council Chamber in the City Hall.

John C Marcin

JOHN C. MARCIN,
*City Clerk.*

*(Published by Authority of the City Council of the City of Chicago)*

COPY

# JOURNAL *of the* PROCEEDINGS

OF THE

# CITY COUNCIL

OF THE

# CITY OF CHICAGO, ILLINOIS

## Regular Meeting—Friday, April 25, 1969

at 2:00 P.M.

*(Council Chamber—City Hall—Chicago, Illinois)*

## OFFICIAL RECORD.

### Attendance at Meeting.

*Present*—Honorable Richard J. Daley, Mayor, and Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda.

*Absent*—Alderman Sperling.

### Call to Order.

On Friday, April 25, 1969, at 2:00 P.M. (the day and hour appointed for the meeting) Honorable Richard J. Daley, Mayor, called the City Council to order. John C. Marcin, City Clerk, called the roll of members and it was found that there were present at that time: Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda—49.

Quorum present.

On motion made by Alderman O'Rourke, it was ordered noted in the record that Alderman Sperling was absent due to recuperation from surgery.

### Invocation.

Reverend Gerald McGonigle, Assistant, St. Edward R. C. Church, opened the meeting with prayer.

### PRESENTATION OF ORVILLE MCREYNOLDS.

Unanimous consent was given to permit Honorable Richard J. Daley, Mayor, to present to the Council Orville McReynolds, a patrol guard, who had saved the life of a five year old school mate by pulling him from the path of an oncoming train. The Mayor presented Orville with the City of Chicago Medal of Merit and a $100.00 savings bond, and praised him for his outstanding courage. In accepting the awards Orville expressed his thanks to the Mayor and the assembled Council members. The Mayor then introduced Mr. and Mrs. McReynolds, the parents, who in turn thanked the Mayor and expressed pride in their boy. All were warmly applauded by the guests and the aldermen.

### REGULAR ORDER OF BUSINESS RESUMED.

### JOURNAL (April 17, 1969).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on Thursday, April 17, 1969, at 10:00 A.M., signed by him as such City Clerk.

Alderman Fifielski moved to *Correct* said printed Official Journal as follows:

Page 5349—right-hand column—by deleting the sentence "The motion *Prevailed,* by yeas and nays as follows:", as it appears in the fourteenth and fifteenth lines from the top of the page and inserting "Alderman Fifielski moved to *Lay the Motion on the Table.* The motion to Lay on the Table *Prevailed.*", in lieu thereof; and by inserting the language "Alderman Fifielski then moved to Concur In the committee's recommendation concerning Senate Bills 1, 2 and 3, appearing on page 5241. The motion *Prevailed,* by yeas and nays as follows:".

Also by deleting the sentence "The motion *Prevailed,* by yeas and nays as follows:", as it occurs in the twenty-fifth and twenty-fourth lines from the bottom of the page and inserting in lieu thereof "Alderman Fifielski moved to *Lay the Motion on the Table.* The motion to Lay on the Table *Prevailed.*", and by inserting the language "Alderman Fifielski then moved to Concur In the committee's recommendation concerning Senate Bill 63, appearing in Group B on page 5241. The motion *Prevailed,* by yeas and nays as follows:".

The motion to Correct *Prevailed.*

Alderman Wigoda moved to approve said printed Official Journal, *as corrected,* and to dispense with the reading thereof. The question being put, the motion *Prevailed.*

# REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

### Approval Given to Mayor's Reappointment of Walter J. Buettner as Member of Retirement Board of Policemen's Annuity and Benefit Fund.

Honorable Richard J. Daley, Mayor, submitted the following communication:

OFFICE OF THE MAYOR
CITY OF CHICAGO

April 25, 1969.

*To the Honorable, The City Council of the City of Chicago:*

GENTLEMEN—I reappoint Mr. Walter J. Buettner as a member of the Retirement Board of the Policemen's Annuity and Benefit Fund for a term of three years ending December 1, 1971, and respectfully request your approval of this reappointment.

Very truly yours,
(Signed) RICHARD J. DALEY,
*Mayor.*

Alderman Keane moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the Mayor's reappointment. The motion *Prevailed.*

On motion of Alderman Keane the Mayor's reappointment was *Approved,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda—48.

*Nays*—None.

### *Referred*—MAYOR'S APPOINTMENT OF RAYMOND SCHOESSLING AS MEMBER OF CHICAGO POLICE BOARD.

Honorable Richard J. Daley, Mayor, submitted the following communication, which was, at the request of two aldermen present (under the provisions of Council Rule 45) *Referred to the Committee on Police, Fire, Civil Service, Schools and Municipal Institutions:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

April 25, 1969.

*To the Honorable, The City Council of the City of Chicago:*

GENTLEMEN—I have appointed Mr. Raymond Schoessling as a member of the Chicago Police Board for a term ending March 2, 1973. Mr. Schoessling will fill the unexpired term of Mr. William L. McFetridge, deceased.

Your approval of this appointment is respectfully requested.

Very truly yours,
(Signed) RICHARD J. DALEY,
*Mayor.*

### *Referred*—MAYOR'S APPOINTMENT OF REV. DAVID E. READYE AS MEMBER OF CHICAGO PLAN COMMISSION.

Honorable Richard J. Daley, Mayor, submitted the following communication, which was, at the request of two aldermen present (under the provisions of Council Rule 45) *Referred to the Committee on Planning and Housing:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

April 25, 1969.

*To the Honorable, The City Council of the City of Chicago:*

GENTLEMEN—I have appointed Reverend David E. Readye as a member of the Chicago Plan Commission to fill the unexpired term of Mr. George S. Harris, resigned. The term of Reverend Readye shall expire January 25, 1971.

Your approval of this appointment is respectfully requested.

Very truly yours,
(Signed) RICHARD J. DALEY,
*Mayor.*

### *Placed on File*—NOTIFICATION AS TO APPROVAL BY STATE HOUSING BOARD OF MAYOR'S APPOINTMENTS OF RICHARD C. WADE AND MRS. LETITIA NEVILL AS MEMBERS OF CHICAGO HOUSING AUTHORITY.

Honorable Richard J. Daley, Mayor, submitted the following communication, which was, together with the communications and certificates transmitted therewith, *Placed on File:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

April 25, 1969.

*To the Honorable, The City Council of the City of Chicago:*

GENTLEMEN—This is to inform you that I have received certificates of the State Housing Board dated April 1, 1969, approving the appointments of Mr. Richard C. Wade and Mrs. Letitia Nevill as members of the Chicago Housing Authority, together with letters dated April 22, 1969 from the Chairman of the Illinois State Housing Board advising that these appointments have been entered on the records of the Cook County Recorder.

I transmit herewith the communication from the Chairman of the State Housing Board, together with the copies of certificates.

Very truly yours,
(Signed) RICHARD J. DALEY,
*Mayor.*

### *CITY COUNCIL INFORMED AS TO MISCELLANEOUS DOCUMENTS FILED OR RECEIVED IN CITY CLERK'S OFFICE.*

John C. Marcin, City Clerk, informed the City Council that documents have been filed or received in his office, relating to the respective subjects designated, as follows:

*Proclamations.*

Proclamations of Honorable Richard J. Daley, Mayor, designating times for special observances as follows:

"Boys Towns Day of Italy in Chicago": May 14, 1969;

"Israel Independence Day in Chicago": April 23, 1969.

*Acceptance and Bond under Ordinance.*

Also acceptance and bond of St. Bernard's Hospital, under an ordinance passed on January 17, 1969 (tunnel); filed on March 14, 1969.

*Oaths of Office.*

Also oaths of office of the following:

Patrick O'Malley as Chairman and Member of the Chicago Plan Commission; filed on April 21, 1969;

Mrs. Mary Langdon as Member of the Chicago Plan Commission; filed on April 21, 1969.

### *CITY COUNCIL INFORMED AS TO PUBLICATION OF ORDINANCES.*

The City Clerk informed the City Council that all those ordinances which were passed by the City Council on April 17, 1969, and which were required by statute to be published in book or pamphlet form or in one or more newspapers, were published in pamphlet form on April 25, 1969 by being printed in full text in printed pamphlet copies of the Journal of the Proceedings of the City Council of the regular meeting held on April 17, 1969 [published by authority of the City Council in accordance with the provisions of Section 5-5 of the Municipal Code of Chicago, as passed on December 22, 1947], which printed pamphlet copies were delivered to the City Clerk on April 25, 1969.

### *MISCELLANEOUS COMMUNICATIONS, REPORTS, ETC. REQUIRING COUNCIL ACTION (TRANSMITTED TO CITY COUNCIL BY CITY CLERK).*

The City Clerk transmitted communications, reports, etc., relating to the respective subjects listed below, which were acted upon by the City Council in each case in the manner noted, as follows:

*Court Decision.*

A communication from the Law Department signed by Roclyne E. LaPorte, Assistant Corporation Counsel and Marvin E. Aspen, Head of Appeals and Review Division, advising the City Council that on April 21, 1969 in a cause entitled *John Dziewatkowski v. City of Chicago, et al., Illinois Appellate Court No. 52003,* reversing a judgment of the Circuit Court of Cook County and remanded the cause with directions. The Court stated that if the City of Chicago causes something to be done either on or adjacent to a sidewalk which results in clay or some other material being washed onto the sidewalk causing a slippery and dangerous condition the City is liable for any improper formations caused in an artificial or unnatural way by the material.—*Placed on File.*

*Zoning Reclassifications of Particular Areas.*

Also applications (in triplicate) of the persons named below, together with proposed ordinances, for amendment of the Chicago Zoning Ordinance as amended, for the purpose of reclassifying particular areas, which were *Referred to the Committee on Buildings and Zoning,* as follows:

Victor J. Cacciatore—to classify as a B4-3 Retricted Service District instead of an R5 General Residence District the area shown on Map No. 8-E bounded by

a line 36 feet south of E. 31st Street; S. Dr. Martin Luther King, Jr. Drive; a line 180 feet south of E. 31st Street; and S. Calumet Avenue;

The Clinton Co. Inc.,—to classify as a B4-1 Retricted Service District instead of an R3 General Residence District the area shown on Map No. 20-K bounded by

the alley next north of and parallel to W. 87th Street; S. Komensky Avenue; W. 87th Street; and S. Karlov Avenue;

E and H Venture—to classify as a Residential Planned Development instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 8-F bounded by

W. 33rd Street; S. Shields Avenue; W. 35th Street; and the east line of the right of way of the Penn-Central Railroad;

Marshall M. Holleb and Louis R. Solomon—to classify as a Residential Planned Development instead of an R7 General Residence District and a B4-4 Restricted Service District the area shown on Map No. 13-G bounded by

a line 600 feet south of W. Bryn Mawr Avenue; the west boundary line of Lincoln Park; W. Berwyn Avenue; and N. Sheridan Road;

Henry Lewanski—to classify as a C1-1 Restricted Commercial District instead of a B4-1 Restricted Service District the area shown on Map No. 9-N bounded by

W. Cornelia Avenue; the alley next east of and parallel to N. Harlem Avenue; a line 160 feet south of W. Cornelia Avenue; and N. Harlem Avenue;

Michael C. Modrich—to classify as an R4 General Residence District instead of an R1 Single Family Residence District the area shown on Map No. 28-H bounded by

W. 111th Place; a line 150 feet east of S. Western Avenue; a line 131.8 feet south of W. 111th Place; a line 100 feet east of S. Western Avenue; W. 112th Street; and S. Western Avenue.

### *Claims against City of Chicago.*

Also claims against the City of Chicago, which were *Referred to the Committee on Finance,* filed by the following:

Allstate Insurance (Jessie Betz and Otis Nevels), American National Bank, Trust No. 27327, Bell Surgical Supply Co. Berens Auto Lease Co., Vimol Bhavilai, Richard Brimer, Lawrence Brogan, Harold E. Carlson, Nick J. Cecola, Estate of Raymond S. Chapman, Checker Taxi Co. Inc., Estate of Morris Cohen, Nicholas A. DiSilvestro, Kenneth Fletcher, Edith Frieslinger, Lee Fuller, Ron. Glenner, Margaret A. Habig, Phil Halpern, James F. Holmes, The Home Insurance Co. and George Bergman, Walter Hyde, Joseph Jackson, Jerry Kaplan, Thomas A. Kotek, Clifford N. LaSage, Estate of Godfrey D. Linden, Kathleen Lorek, August L. Martens, Kent A. Marthaler, James O'Donnell, Estate of Louis Okorn, Robbie E. Patterson, Louis V. Phillips, Lou Pleason's Motor Sales Inc., Estate of Hugh J. Robinson, Jim Robinson, Bobbie Lee Rogers, Jalil I. Salman and Eid Swaid, Guido A. Santucci, Mike J. Schafer, Sharon Schmidt, Victor P. Shuflitowski, Eva Shure, Eugene Smith, State Farm Insurance and William Kluth, Charles Taylor, Joseph Wijas, Ronald J. Wojcik.

### *Proposed Ordinance for Franchise Granting Time-Life Broadcast, Inc. to Operate Community Antenna Television within Portion of City.*

Also a communication from the law firm of Kirkland, Ellis, Hodson, Chaffetz and Masters, attorneys for Time-Life Broadcast, Inc., addressed to the City Clerk under date of April 24, 1969, transmitting a proposed ordinance for a franchise to Community Antenna Television to operate within a part of the City of Chicago, with a letter from Time-Life Broadcast, Inc. explaining their plan and a detailed proposal for CATV for Chicago, etc., which was *Referred to the Committee on Finance.*

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### *Placed on File*—REPORT OF VOUCHER PAYMENTS FOR PERSONAL SERVICES.

The City Clerk transmitted the following report received from Otto H. Loser, City Comptroller, which was *Placed on File* and ordered published:

PERSONAL SERVICES PAID BY VOUCHER DURING MONTHS OF JANUARY, FEBRUARY AND MARCH, 1969.

| *Name* | *Address* | *Department* | *Title* | *Account* | *Rate* | *Jan.* | *Feb.* | *Mar.* |
|---|---|---|---|---|---|---|---|---|
| David Cranshaw | 1711 Juneway Terr. | Air Pollution | Research Assoc. | Special | $1,431.26 Mo. | $1,431.26 | $1,431.26 | $1,315.84 |
| Julia Dyer | 9150 S. Halsted St. | " | Clerk | Corporate | 424.00 Mo. | 224.37 | | |
| Nancy Hamill | 2733 W. 38th Pl. | " | " | " | 2.00 Hr. | 222.25 | 180.22 | 159.10 |
| Walter G. Metschke | 4246 N. Sheridan Rd. | Aviation | Chief of Aviation | Aviation | 1,744.00 Mo. | 1,744.00 | 1,744.00 | 1,744.00 |
| Dr. Robert DeVito | 535 N. Michigan | Chicago Alcoholic Treatment Center | Consult. Psych. | Corporate | 100.00 Da. | | | 500.00 |
| Sue Beth Buttny | 4132 W. 58th Pl. | Buildings | Typist | " | 2.36 Hr. | 156.94 | 154.21 | 168.91 |
| Elaine Mizenburg | 1200 W. 108th St. | " | " | " | 2.36 Hr. | 218.30 | 199.53 | 213.36 |
| Sidney D. Smith | 1550 N. Lake Shore Dr. | " | Commissioner | " | 572.91 ½mo. | 1,145.82 | 1,145.82 | |
| Jeanette Williams | 8516 S. Dante | " | Typist | " | 2.36 Hr. | 185.26 | 156.37 | 186.69 |
| Jonas Baltrukonis | 5627 S. Oakley Av. | Comptroller | Acct. Aide | " | 2.76 Hr. | 397.44 | 434.70 | 280.14 |
| Salvador Barbosa | 6154 S. Marshfield | " | " | " | 2.76 Hr. | 176.64 | 99.36 | |
| Robert Cass | 906 N. Avers Av. | " | " | " | 2.76 Hr. | 322.92 | 200.10 | 194.58 |
| Joseph J. Cherone | 5244 W. Race Av. | " | " | " | 2.76 Hr. | 393.99 | 397.44 | 255.99 |
| Donna De Michaels | 2851 W. Fletcher | " | Typist | " | 2.76 Hr. | 105.57 | | |
| Norman J. Kuhlmann | 9847 S. Charles St. | " | D.P. Co-Ord. II | " | 1,020.00 Mo. | 1,020.00 | 510.00 | |
| Paul Martinez | 8106 S. Escanaba | " | Acct. Aide | " | 2.76 Hr. | 273.24 | 208.38 | 176.64 |
| Donald Petersen | 2459 W. Wilson Av. | " | " | " | 2.76 Hr. | 321.50 | 186.30 | 211.14 |
| John Sepiol | 3119 W. 84th Pl. | " | " | " | 2.76 Hr. | 346.38 | 324.30 | 218.04 |
| Ann Tolbert | 546 E. 134th Pl. | " | " | " | 2.76 Hr. | 251.85 | 246.33 | 235.29 |
| Joseph Vodnansky | 3417 W. Evergreen | " | " | " | 2.76 Hr. | 270.48 | 110.40 | |
| Aida Alicea | 2436 N. Kimball Av. | Corporation Counsel | Legal Steno. | " | 567.00 Mo. | 567.00 | 567.00 | 567.00 |
| Daniel Lynch | 1718 W. 91st Pl. | " | Law Clerk | Special | 445.00 Mo. | 222.50 | 222.50 | 222.50 |
| William MacKenzie | 558 Belden Av. | " | Spec. Asst. | Corporate | 1,582.00 Mo. | 1,582.00 | 791.00 | 1,582.00 |

PERSONAL SERVICES PAID BY VOUCHER DURING MONTHS OF JANUARY, FEBRUARY AND MARCH, 1969.

| *Name* | *Address* | *Department* | *Title* | *Account* | *Rate* | *Jan.* | *Feb.* | *Mar.* |
|---|---|---|---|---|---|---|---|---|
| James Murray | 2850 W. Seipp St. | Corporation Counsel | Law Clerk | Special | $ 222.50 Mo. | $ 62.50 | $ 222.50 | $ 222.50 |
| James Toohey | 1343 W. Rosedale | " | " | " | 445.00 Mo. | 222.50 | 222.50 | 222.50 |
| Dennis V. Acevedo | 1510 N. Fairfield | Data Center | Data Handler | Corporate | 445.00 Mo. | 124.20 | | |
| Mildred B. Allen | 10032 S. King Dr. | " | Key Punch Oper. | " | 424.00 Mo. | 212.00 | | |
| David Warren Fergeson | 675 W. Roscoe St. | " | Sr. App. Designer | " | 1,020.00 Mo. | 159.38 | 1,020.00 | 1,020.00 |
| Norman Gibons | 5737 N. Kenmore Av. | " | " | " | 925.00 Mo. | 925.00 | 925.00 | 925.00 |
| Sonya E. Harris | 7755 S. Cregier | " | Sr. Key Punch Oper. | " | 515.00 Mo. | 257.00 | | |
| Joseph Hernandez | 656 W. Wrightwood | " | Superv. Computer Operations | " | 797.00 Mo. | 797.00 | 797.00 | 833.38 |
| Joseph T. Konieczka | 2509 S. Elmwood Av. | " | Sr. Systems Eng. | " | 1,179.00 Mo. | | | 943.20 |
| Catherine V. Lonergan | 6154 W. Barry Av. | " | Sr. Tab Operator | " | 656.00 Mo. | 328.00 | | |
| Gloria Jean Long | 2030 Oak Park Av. | " | Sr. Typist | " | 424.00 Mo. | 66.25 | | |
| Margaret Gull | 1435 N. Menard | M.T.S. | Jr. X-Ray Tech. | M.T.S. | 2.93 Hr. | 41.02 | 164.08 | 219.75 |
| Gerald Hood | c/o St. Josephs Hospital | " | Ob-Gyne Resident | " | 402.00 Mo. | 402.00 | 402.00 | 402.00 |
| Steven Lessman | 3300 W. Division St. | " | Jr. X-Ray Tech. | " | 2.93 Hr. | 46.88 | 151.77 | 165.10 |
| Benjamin J. Molenda | 6051 S. 74th Ct. | " | X-Ray Tech. | " | 25.00 Da. | 100.00 | 92.19 | 125.00 |
| Marie L. Swietlik | 7609 W. Gunnison | " | Med. Records Tech. | " | 4.00 Hr. | 336.00 | 328.00 | 328.00 |
| Mrs. Joseph Ferguson | 5314 S. Morgan | Police | Widow's Pension | Corporate | 875.00 Mo. | 1,798.50 | | 1,750.00 |
| Mrs. Young C. Hobson | 621 E. 87th Pl. | " | " | " | 938.00 Mo. | 938.00 | 938.00 | 938.00 |
| Mrs. Henry Peeler | 4909 W. 43rd St. | " | " | " | 763.00 Mo. | 763.00 | 763.00 | 763.00 |
| Mrs. Clayton Robinson | 2329 E. 97th St. | " | " | " | 838.00 Mo. | 2,646.72 | 838.00 | 1,088.00 |
| William F. Sandstedt | 5806 N. Western Av. | " | Overtime—Patrolman | " | 4.24 Hr. | | | 322.38 |
| Nancy Stevenson | 1927 N. Honore St. | " | Crossing Guard | " | | | | 2,033.40 |
| Mrs. John R. Tucker | 952 W. 52nd St. | " | Widow's Pension | " | 875.00 Mo. | 875.00 | 875.00 | 875.00 |
| Walter P. Globis | 3180 N. Lake Shore Dr. | Public Works | | Public Works | 1,070.00 Mo. | 1,070.00 | 1,070.00 | 1,070.00 |
| Dora E. Nelson | 5320 Blodgett Av. | Senior Citizens | Consultant | Corporate | 140.00 Mo. | 140.00 | 140.00 | 140.00 |
| Arthur R. Weed | 1408 Isabella St. | " | " | " | 250.00 Mo. | 250.00 | 250.00 | 250.00 |
| Alice Weis | 535 Barry Av. | " | Stenographer | " | 140.00 Mo. | 140.00 | 140.00 | 140.00 |
| Walter Calmese | | Streets & Sanit. | | | | | | 262.40 |
| Robert L. Zralek | 5260 Centre Av., Pittsburgh, Pa. | " | | | | 1,766.50 | 1,832.00 | 1,832.00 |
| Miguel Colon | 1606 N. Francisco Av. | Urban Opportunity | Env. Aide | Special | 376.00 Mo. | 103.39 | | |
| Dorelle Douglas | 417 E. 91st St. | " | Enrollee | " | 1.40 Hr. | 103.60 | | |
| Audrey Jones | 6046 S. Princeton Av. | " | " | " | 1.40 Hr. | 34.30 | | |
| Eyvonne Lau | 4815 S. Federal | " | " | " | 1.40 Hr. | 81.20 | | |
| Deidre Mathews | 7315 S. Sangamon | " | " | " | 1.50 Hr. | 133.88 | | |
| Ollie Mae Milon | 2951 S. Federal St. | " | " | " | 1.40 Hr. | 67.20 | | |
| Abdin I. Noboa | 1439 W. Roscoe | " | Env. Super. | " | 456.00 Mo. | 167.20 | | |
| Blanca R. Quiles | 1809 N. Winchester | " | Sr. Clerk | " | 394.00 Mo. | 65.67 | | |
| Ercie Mae Smith | 2940 S. State St. | " | Enrollee | " | 1.40 Hr. | 58.10 | | |
| Arpie Soukiassan | 1837 W. Greenleaf | " | Group Worker | " | 553.00 Mo. | 101.38 | | |
| Emma J. Wilkins | 6023 S. Peoria | " | | | 1.40 Hr. | 86.80 | | |
| Loretta Young | 1132 E. 42nd Pl. | " | Enrollee | " | 1.40 Hr. | 69.30 | | |
| Leroy Britt | 6727 S. Oglesby | Urban Renewal | Relocation Rep. | Corporate | 540.00 Mo. | | 423.70 | |
| Lula A. Barnes | 4241 S. Langley Av. | Weights & Measures | Female Shopper | " | 479.00 Mo. | 479.00 | 470.00 | 479.00 |
| Carmen Benavides | 1458 W. Taylor St. | " | Public Info. Asst. II | " | 553.00 Mo. | 553.00 | 553.00 | 553.00 |
| Hattie Hill | 717 E. Oakwood Blvd. | Human Resources | Neighbor. Worker I | " | 596.00 Mo. | 62.23 | 298.00 | |

PERSONAL SERVICES PAID BY VOUCHER DURING MONTHS OF JANUARY, FEBRUARY AND MARCH, 1969.

| *Name* | *Address* | *Department* | *Title* | *Account* | *Rate* | *Jan.* | *Feb.* | *Mar.* |
|---|---|---|---|---|---|---|---|---|
| William L. Johnson | 5135 S. Federal | Human Resources | Neighbor. Worker III | Corporate | $ 724.00 Mo. | $ | $ 430.91 | $ 724.00 |
| Frank Koziol | 1824 N. Paulina Av. | " | Janitor | " | 1.50 Hr. | 22.50 | | |
| Ralph Landry | 10053 S. Forest Av. | " | " | " | 1.50 Hr. | 100.50 | 135.00 | 124.50 |
| Charlie Lockett | 7704 S. Emerald Av. | " | " | " | 1.50 Hr. | 120.00 | 127.50 | 120.00 |
| Luigi Mariani | 6217 N. Winthrop Av. | " | Hum. Rel. Off. I | " | 689.00 Mo. | 689.00 | 689.00 | 689.00 |
| Mable Mayo | 551 E. 36th Pl. | " | Janitor | " | 1.50 Hr. | 69.75 | 72.75 | 53.25 |
| Wallace McCowan | 3642 W. Roosevelt | " | " | " | 1.50 Hr. | 100.50 | 31.50 | |
| David Mills | 4345 S. Prairie Av. | " | N. Worker III | " | 724.00 Mo. | 530.91 | | 724.00 |
| Frank Musdf | 5314 Leland Av. | " | Janitor | " | 1.50 Hr. | 69.00 | 66.00 | 60.00 |
| Lloyd Riddich | 7249 S. Bennett | " | " | " | 1.50 Hr. | 135.00 | 135.00 | 135.00 |
| Richard Salazar | 5424 W. Van Buren | " | " | " | 1.50 Hr. | 96.00 | 94.50 | 75.00 |
| John Stasevicius | 716 W. 31st St. | " | " | " | 1.50 Hr. | 105.00 | 105.00 | 91.50 |
| Barbara Trichie | 4145 W. 21st Pl. | " | Neighbor. Wk. III | Special | 724.00 Mo. | | 222.72 | 362.00 |
| Arthur Walls | 1840 S. Avers Av. | " | Janitor | Corporate | 1.50 Hr. | | 28.50 | 133.50 |
| Barry Wright | 8919 S. Blackstone Av. | " | Comm. Inst. Dir. I | " | 880.00 Mo. | | 880.00 | 880.00 |
| Peter Fitzpatrick | 10 S. LaSalle St. | Mayors Liquor Control Comm. | Hearing Officer | " | 50.00 Hr. | 2,300.00 | | |
| Morgan F. Murphy, Jr. | | " | " | " | 50.00 Hr. | 1,900.00 | 2,750.00 | |
| Julia R. Ford | 6938 S. Cregier Av. | Mayor's Summer Youth Program | Personel Aide | Special | 491.00 Mo. | | 94.45 | 245.50 |
| Alana R. Singleton | 7611 S. Wabash Av. | " | " | " | 491.00 Mo. | | | 572.85 |
| George A. Buchanan III | 8220 S. Prairie Av. | Model Cities | Head Store-keeper | " | 656.00 Mo. | 196.80 | | |
| Claudia Smau | 4708 S. Ingleside Av. | " | Custodian | " | 2.25 Hr. | 58.50 | 121.50 | 76.50 |
| Leslie Spurlock | 822 W. 52nd St. | " | Sr. Storekeeper | " | 540.00 Mo. | | | 270.00 |
| John F. Cusack | 6900 S. Constance Av. | Motion Picture Appeal Board | Board Member | Corporate | 50.00 Mtg. | | | 850.00 |
| Mrs. Norman H. Gerlock | 421 W. Melrose St. | " | " | " | 50.00 Mtg. | | | 850.00 |
| Dr. Ner Littner | 180 N. Michigan Av. | " | " | " | 50.00 Mtg. | | | 200.00 |
| Dr. Henry Rago | 1707 N. Park Av. | " | " | " | 50.00 Mtg. | | | 850.00 |
| Dr. Matthew H. Schoenbaum | 820 N. Michigan Av. | " | " | " | 50.00 Mtg. | | | 850.00 |
| Linda L. Ball | 847 N. Monticello Av. | M.T.S. | Jr. X-Ray Tech. | M.T.S. | 2.93 Hr. | 193.38 | 134.78 | 181.66 |
| Theodore Demas | 836 S. Euclid Av. | " | Physiologist | " | 30.00 Vt. | 150.00 | 210.00 | 240.00 |
| Edward P. Gallagher | 5719 N. Fairfield | " | Patient Program Aide | " | 2.00 Hr. | 63.00 | | |
| Kevin R. Gallagher | 5719 N. Fairfield | " | " | " | 2.00 Hr. | 56.50 | 102.00 | |
| Vivian Larson | 550 W. Grant Av. | Health | Mental Health Spec. | Health | 9.00 Hr. | 99.00 | | |
| Fred Luckett | 551 E. 36th Pl. | " | Janitor | " | 2.52 Hr. | 221.76 | 201.60 | 211.68 |
| Olivia McMorris | 2731 S. Dearborn | " | " | " | 2.52 Hr. | 131.04 | 131.04 | 131.04 |
| Dr. Robert A. Miller | 700 N. Michigan Av. | " | Physician | Corporate | 14.00 Hr. | | | 147.00 |
| Warren Mousel | 3962 N. Elston Av. | " | Janitor | Health | 2.52 Hr. | 120.96 | 120.96 | 120.96 |
| Edna Pardo | 4833 W. Crystal St. | " | Interviewer | " | 3.93 Hr. | 261.34 | 224.00 | 235.80 |
| G. Ranganath | 833 Buena | " | Doctor | Special | 12.00 Hr. | 132.00 | | |
| Althura Reddy | 720 S. Wolcott | " | " | " | 12.00 Hr. | 318.00 | 198.00 | |
| Lawrence Rolaff | 338 W. 110th St. | " | Janitor | Health | 2.52 Hr. | 151.20 | 75.60 | 151.20 |
| A. Roland | 720 S. Wolcott | " | Doctor | Special | 12.00 Hr. | | 261.00 | |
| Illar G. Sathyana | 5530 W. Van Buren | " | " | " | 12.00 Hr. | 192.00 | 216.00 | |
| Dr. Maria Serratto | 3000 Sheridan Rd. | " | Physician | Corporate | 14.00 Hr. | | | 175.00 |
| Norman Shephard | 911 N. Hudson Av. | " | Janitor | Health | 2.52 Hr. | 191.52 | 151.20 | 191.52 |
| Venancio Tevis | 1833 Berteau Av. | " | Doctor | Special | 12.00 Hr. | 276.00 | 210.00 | |
| Joseph E. Thurston | 7716 S. Kenton Av. | " | Consultant | Corporate | 998.00 Mo. | 998.00 | 998.00 | 998.00 |

PERSONAL SERVICES PAID BY VOUCHER DURING MONTHS OF JANUARY, FEBRUARY AND MARCH, 1969.

| *Name* | *Address* | *Department* | *Title* | *Account* | *Rate* | *Jan.* | *Feb.* | *Mar.* |
|---|---|---|---|---|---|---|---|---|
| Gregoria Yanong | 1629 W. Cullom | Health | Doctor | Special | $ 12.00 Hr. | $ 366.00 | $ 441.00 | $ |
| Procopia Yanong | 1622 W. Berteau | " | " | " | 12.00 Hr. | 414.00 | 378.00 | |
| James H. Johnson | 6151 S. Evans Av. | House of Correction | Pharmacist | Corporate | 3.65 Hr. | | | 153.30 |
| Judge Jones | 6017 St. Lawrence Av. | " | " | " | 5.00 Hr. | 55.00 | 436.25 | 266.25 |
| Mrs. Margie Mitchell | 422 E. 41st St. | " | Matron | " | 540.00 Mo. | 540.00 | 540.00 | 540.00 |
| Alfons Morcinek | 2113 W. Concord Pl. | " | Surgical Nurse | " | 728.00 Mo. | 728.00 | 728.00 | 728.00 |
| Robert Willoughby | 515 W. 62nd St. | " | Jr. X-Ray Tech. | " | 2.45 Hr. | 356.48 | 320.96 | 293.39 |
| Marion De Cuir | 7728 S. Cregier Av. | Human Relations | Sr. Steno. | " | 445.00 Mo. | 139.10 | 445.00 | 415.34 |
| J. E. Carter | 9718 S. Yale Av. | " | Jr. Typist | " | 385.00 Mo. | | 162.91 | 385.00 |
| Willie Granderson | 3246 W. Lexington | " | Hum. Rel. Off. I | " | 689.00 Mo. | 689.00 | | |
| Crystal McGee | 2347 W. Monroe | " | Jr. Typist | " | 385.00 Mo. | 360.94 | 192.50 | |
| Louis H. Schechter | 1741 W. North Av. | " | Hum. Rel. Off. I | " | 689.00 Mo. | 689.00 | 689.00 | |
| Quincy Akins | 6742 S. East End | " | Neighbor. Wker. III | " | 724.00 Mo. | | 724.00 | 724.00 |
| Jacqueline Austin | 1048 E. 101st St. | " | Hum. Rel. Off. I | " | 689.00 Mo. | 689.00 | 689.00 | 689.00 |
| Ermatine Brown | 902 E. 40th St. | Human Resources | Neighbor. Wker. III | Special | 724.00 Mo. | | 222.72 | 362.00 |
| Sidney Cutler | 7315 N. Campbell | " | Neighbor. Wker. I | Corporate | 625.00 Mo. | 625.00 | 625.00 | 625.00 |
| Odessa Gardner | 6548 S. Dorchester | " | Neighborhood Worker | Special | 724.00 Mo. | | 222.72 | 362.00 |
| James Grover | 949 N. Hudson | " | Janitor | Corporate | 1.50 Hr. | 33.00 | | |
| Trussel Hawkins | 5700 S. Dr. Martin Luther King Jr. Dr. | " | " | " | 15.00 Mo. | 15.00 | 15.00 | 15.00 |
| Pearlie MacDonald | 8132 S. Ada Av. | Data Center | Key Punch Operator | " | 404.00 Mo. | 202.00 | | |
| Terry Ann McElvogue | 1814 W. 79th St. | " | Data Control Coder | " | 491.00 Mo. | 491.00 | 491.00 | 503.00 |
| Jack Meyer | 5219 S. Marshfield | " | Sr. Appl. Design | " | 925.00 Mo. | | 647.50 | 925.00 |
| Terence E. Murphy | 6738 S. Honore | " | Staff Asst. | " | 1,020.00 Mo. | 1,020.00 | 1,020.00 | 1,020.00 |
| Barbara Sowa | 4412 W. Belmont Av. | " | Sr. Typist | " | 424.00 Mo. | 250.81 | | |
| Lydia Swanson | 831 W. Cornelia Av. | " | " | " | 445.00 Mo. | 445.00 | 445.00 | 445.00 |
| Elaine J. Zwolinski | 5254 S. Kilpatrick | " | Key Punch Operator | " | 404.00 Mo. | | | 26.94 |
| Mary Dyson | 4423 S. Vincennes Av. | Develop. & Planning | Secretary | " | 2.36 Hr. | 122.72 | 100.30 | 74.34 |
| Leland S. King | 5435 W. Adams St. | " | City Planner I | " | 760.00 Mo. | 709.29 | 760.00 | |
| Arthur Kraus | 6341 N. Navajo | " | Display Artist III | " | 925.00 Mo. | 902.50 | | |
| Darlene Malec | 5210 W. 54th St. | " | Secretary | " | 2.36 Hr. | 129.80 | 105.00 | 106.20 |
| Therese Peck | 3147 S. Morgan | " | " | " | 2.36 Hr. | 162.84 | 125.08 | 166.38 |
| Linda Smith | 2328 E. 70th St. | " | " | " | 2.36 Hr. | 100.30 | 67.26 | 73.16 |
| Arlene Tuman | 5146 S. Keeler | " | " | " | 2.36 Hr. | 195.88 | 148.68 | 159.30 |
| Delores Williams | 4114 S. Vincennes Av. | " | " | " | 2.36 Hr. | 188.80 | 146.32 | 152.22 |
| Joby Berman | 907 Elmwood St., Wilmette | Economic & Cultural Development | City Planner III | " | 818.00 Mo. | 408.98 | 504.48 | 546.52 |
| Edmund Kornowicz | 4855 S. Wolcott | " | City Planner IV | " | 1,020.00 Mo. | | | 741.76 |
| Juan J. Orta | 321 S. Sacramento | " | Research Asst. | Special | 2.39 Hr. | 94.41 | | |
| Daniel J. Kinsella | 2041 W. 83rd St. | Board of Examiners | Examiner | Corporate | 50.00 Da. | 600.00 | 950.00 | 1,000.00 |
| Timothy Ryan | 5803 W. Byron | " | " | " | 50.00 Da. | 1,100.00 | 900.00 | 1,050.00 |
| Richard I. Wren | 10201 S. Hoyne Av. | " | " | " | 50.00 Da. | 950.00 | 800.00 | 1,100.00 |
| Mrs. Ann Marie Bottger | 7929 S. Wood St. | Fire Department | Widow's Pension | " | 623.00 Mo. | 623.00 | | |
| Mrs. Eleanor Daugherty | 2941 N. Austin Blvd. | " | " | " | 1,233.00 Mo. | 1,233.00 | 1,233.00 | 1,233.00 |
| Mrs. Maria Descher | 3513 W. Montrose Av. | " | " | " | 750.00 Mo. | 750.00 | 750.00 | 750.00 |

PERSONAL SERVICES PAID BY VOUCHER DURING MONTHS OF JANUARY, FEBRUARY AND MARCH, 1969.

| *Name* | *Address* | *Department* | *Title* | *Account* | *Rate* | *Jan.* | *Feb.* | *Mar.* |
|---|---|---|---|---|---|---|---|---|
| Mrs. Annamae Fischer | 8230 S. Hermitage Av. | Fire Department | Widow's Pension | Corporate | $1,015.00 Mo. | $ | $1,015.00 | $ |
| Mrs. Marion B. Fischer | 4960 N. Mango | " | " | " | 875.00 Mo. | 875.00 | 875.00 | 875.00 |
| Mrs. Joan Leifker | 6151 S. Wolcott | " | " | " | 750.00 Mo. | | 750.00 | |
| Iltifat Alavi | 720 S. Wolcott | Health | Doctor | Special | 12.00 Hr. | 174.00 | 48.00 | |
| Jean Civinelli | 1639 N. Normandy | " | St. Med. Interv. | " | 3.93 Hr. | 430.33 | 389.00 | 446.05 |
| Joe Howard | 4310 W. 14th St. | " | Janitor | " | 2.52 Hr. | 341.46 | 206.64 | 327.61 |
| George Joseph | 4947 S. Federal | " | " | " | 2.52 Hr. | 356.58 | 354.06 | |
| Pravin Kapadia | 720 S. Wolcott | " | Doctor | " | 12.00 Hr. | 120.00 | 234.00 | |
| Rento Katubig | 1835 W. Berteau | " | " | " | 12.00 Hr. | 360.00 | 300.00 | |
| A. Kudchakes | 1130 S. Michigan Av. | " | " | " | 12.00 Hr. | 792.00 | 792.00 | |
| Charles Bowen | 8520 S. Dorchester Av. | Weights & Measures | Chief Investigator | Corporate | 791.67 Mo. | 791.66 | 791.66 | 791.66 |
| George De Mar | 8117 S. Marshfield Av. | " | Investigator | " | 525.00 Mo. | | | 325.00 |
| Carol Green | 2934 S. Canal | " | Clerk-Typist | " | 358.00 Mo. | 358.00 | | |
| Bette Hartl | 300 N. State St. | " | Adm. Asst. II | " | 610.00 Mo. | 610.00 | | |
| Iola Lee | 1830 S. Kildare Av. | " | Female Shopper | " | 479.00 Mo. | 470.00 | | |
| Rosine McLemore | 1822 S. Harding Av. | " | Public Inf. Asst. II | " | 553.00 Mo. | 553.00 | 553.00 | 553.00 |
| James F. Nolan | 2700 N. Sayre Av. | " | Prof. Services | " | 1,020.00 Mo. | | | 510.00 |
| Joyce Palmer | 920 S. Springfield Av. | " | Female Shopper | " | 479.00 Mo. | 479.00 | 479.00 | 479.00 |
| Frank Santoro | 3108 W. Irving Park | " | Assistant to the Commissioner | " | 995.00 Mo. | 995.00 | 995.00 | 995.00 |

# REPORTS OF COMMITTEES.

Committee reports were submitted as indicated below. *No request under the statute was made by any two aldermen present to defer any of said reports, for final action thereon, to the next regular meeting of the Council, except where otherwise indicated.*

## COMMITTEE ON FINANCE.

### Approval Given to Mayor's Appointment of Professor John Hope Franklin as Member of Board of Directors of Chicago Public Library.

The Committee on Finance submitted the following report:

CHICAGO, April 25, 1969.

*To the President and Members of the City Council:*

Your Committee on Finance to which was referred (on March 14, 1969) a communication from the Office of the Mayor requesting Council approval of the appointment of Professor John Hope Franklin as a member of the Board of Directors of the Chicago Public Library for a term of three years, having had the same under advisement, begs leave to report and recommend that Your Honorable Body approve the appointment of Professor John Hope Franklin as a member of the Board of Directors of the Chicago Public Library.

This recommendation was concurred in by 36 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) THOMAS E. KEANE,
*Chairman.*

On motion of Alderman Keane the committee's recommendation was Concurred In and said appointment of Professor John Hope Franklin was *Approved,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda—48.

*Nays*—None.

Alderman Janousek moved to *Reconsider* the foregoing vote. The motion was *Lost.*

### Filing of Application Authorized with U.S.A. for Grant under Urban Renewal Mass Transportation Act of 1964 as Amended.

The Committee on Finance submitted a report rec-

ommending that the City Council pass the following proposed ordinance transmitted therewith (referred to the committee on April 17, 1969):

ORDINANCE

To Authorize the Filing of an Application with the Department of Transportation of the United States of America for a Grant under the Urban Mass Transportation Act of 1964 as Amended.

WHEREAS, The Secretary of Transportation is authorized to make grants for Mass Transportation Projects under the Mass Transportation Act of 1964, as amended; and

WHEREAS, A Contract for financial assistance will impose certain obligations upon the City of Chicago as the applicant for said grant, including the provision by it of the local share of project costs; and

WHEREAS, It is required by the United States Department of Transportation in accord with the provisions of Title VI of the Civil Rights Act of 1964 that in connection with the filing of an Application for assistance under the Urban Renewal Mass Transportation Act of 1964, as amended, the City of Chicago, as the applicant, give assurance that it will comply with Title VI of the Civil Rights Act of 1964, and the United States Department of Transportation requirements thereunder; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Mayor of the City of Chicago is authorized to execute and file an application entitled "Application for Mass Transportation Demonstration Grant Service Development Program", incorporated herein by reference, on behalf of the City of Chicago with the United States Department of Transportation, to aid in the financing of a lower-cost public transportation bus system extending from the Jefferson Park Terminal of the West, Northwest Rapid Transit Route to the terminal and cargo areas at O'Hare Airport.

SECTION 2. That the Mayor of the City of Chicago is authorized to execute and file with said application, an assurance, or any other documents required by the United States Department of Transportation, effectuating the purpose of Title VI of the Civil Rights Act of 1964.

SECTION 3. That the Executive Director of the Mayor's Committee for Economic and Cultural Development of the City of Chicago, is authorized to furnish such additional information as the United States Department of Transportation may require in connection with the application or the Project.

SECTION 4. This ordinance shall be effective immediately upon the passage thereof.

Alderman Keane moved to pass the foregoing proposed ordinance.

Alderman Hoellen presented a substitute proposed order to the pending proposed ordinance.

Alderman Keane raised the point of order that the proposed order was improper in form and not germane to the subject-matter. The Chair ruled the point of order *Well-Taken.*

Alderman Keane then moved that the substitute proposed order be Referred to the Committee on Local Transportation. The motion *Prevailed.*

The main question thereupon being put, on the passage of the foregoing proposed ordinance, the motion *Prevailed,* and said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Fried, Singer, Fifielski, Kerwin, Wigoda—45.

*Nays*—Aldermen McCutcheon, Hoellen, O'Rourke —3.

Alderman Janousek moved to *Reconsider* the foregoing vote. The motion was *Lost.*

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## Filing of Application Authorized with U.S.A. for Demolition Grant Reimbursement Payment under Contract No. Ill. M-1 (G).

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith (referred to the committee on April 9, 1969) to authorize the filing of an application with the United States of America for Demolition Grant Reimbursement Payment under Contract No. Ill. M-1 (G).

**On motion of Alderman Keane the said proposed ordinance was *Passed,* by yeas and nays as follows:**

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda—48.

*Nays*—None.

Alderman Janousek moved to *Reconsider* the foregoing vote. The motion was *Lost.*

**The following is said ordinance as passed:**

ORDINANCE

Authorizing the Filing of an Application with the United States of America for a Reimbursement Grant Payment to Cover Costs of Certain Demolition Carried Out under Section 116 of the Housing Act of 1949, as Amended, to Conduct a Demolition Program.

WHEREAS, Under authority of Section 116 of the Housing Act of 1949, as amended, the United States of America, acting by and through the Department of Housing and Urban Development, has agreed to make a Federal grant to the City of Chicago to assist in a program of demolition of structures which are unsound and unfit for human habitation, which program is described in Application for Demolition Grant No. Ill. M-1 (G); and

WHEREAS, As a condition precedent to the payment of a grant under Section 116, it is necessary that the City of Chicago exhaust all other available legal procedures to secure remedial action by the owners of the structures before governmental action is taken for demolition; and

WHEREAS, The City of Chicago has taken all legal steps prior to the demolition of the property as described in Exhibit "1", attached hereto, including notice to the owners, filing of a complaint for demolition, service of summons, and obtaining order of court for demolition; and

WHEREAS, Certain demolition work has been carried out under the program and the City of Chicago is desirous of receiving a grant payment to cover the costs of such demolition; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the demolition of the structures set forth on the schedule as attached hereto as Exhibit "1" supporting the requisition for payment of Federal grant was in accord with the requirements of state and local law and in the public interest.

SECTION 2. That all other available legal procedures to secure remedial action by the owners of such structures were exhausted before governmental action to demolish them was taken.

SECTION 3. That the Commissioner of the Department of Buildings of the City of Chicago is hereby authorized to file an application with the United States of America for a demolition grant payment in accordance with Exhibit "1" attached hereto.

SECTION 4. This ordinance to become effective upon its passage and approval.

[Exhibit "1" omitted for printing purposes]

[Requisition for Demolition Grant Payment attached to the foregoing ordinance printed on pages 5365-5366 of this Council Journal]

### Municipal Code of Chicago Amended Concerning Sales of Newspapers on Public Streets.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (referred to the Committee on March 14, 1969):

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Chapter 36, Section 36-49.1 of the Municipal Code of the City of Chicago is amended by striking the word *"daily"* appearing on line 2 of said section between the words "except" and "newspapers".

SECTION 2. This ordinance shall take effect on and after ten days of passage and publication.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda—48.

*Nays*—None.

### Authority Granted for Execution of Lease Agreement with Continental Illinois National Bank and Trust Co. for Foreign Exchange Agency in International Terminal Building at Chicago-O'Hare International Airport.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, to authorize the execution of an agreement with the Continental Illinois National Bank and Trust Company for space in the International Terminal Building for a Foreign Exchange Agency at Chicago-O'Hare International Airport.

On motion of Alderman Keane the said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda—48.

*Nays*—None.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Aviation and the City Comptroller, subject to approval as to form and legality of the Corporation Counsel, are authorized to execute in behalf of the City of Chicago an agreement with Continental Illinois National Bank and Trust Company of Chicago at Chicago-O'Hare International Airport, said agreement to be in substantially the following form:

This Agreement made this............................day of ..................................A.D..............................., between the City of Chicago, a municipal corporation of the State of Illinois, hereinafter called "Landlord" and Continental Illinois National Bank and Trust Company of Chicago, a corporation organized and existing as a National Bank under the laws of The United States of America, hereinafter called "Tenant".

WITNESSETH:

That Landlord, for and in consideration of the terms and conditions, both general and special, hereinafter contained and made on the part of Tenant, does hereby grant to Tenant for use only by Tenant, the privileges hereinafter described on premises at Chicago-O'Hare International Airport, hereinafter called "Airport", in the City of Chicago, Counties of Cook and DuPage, State of Illinois.

This agreement shall consist of three parts:

Part I—General Conditions
Part II—Special Conditions
numbered 1 to 4
Part III—Exhibits and Attachments
lettered A to ........

All constituting the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences, shall be implied or impressed upon such agreement that are not set forth herein at length.

[Part I—General Conditions attached to this ordinance is common to "Part I—General Conditions" printed on pages 3139-3143 of the Journal of Proceedings of June 26, 1968]

PART II—SPECIAL CONDITIONS

*1. Premises*

Landlord, for and in consideration of the covenants and agreements herein mentioned, to be kept

(Continued on page 5367)

HUD-692
(2-67)

U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
URBAN RENEWAL PROGRAM

## REQUISITION FOR ~~CAPITAL~~ DEMOLITION GRANT PAYMENT

**THIS BOX FOR USE OF HUD**

HUD Schedule No. ______

HUD Voucher No. ______

Date paid: ______

| Appropriation Symbol | Amount |
|---|---|
| 86X4034 | $ |

**INSTRUCTIONS:** Submit original and 3 copies to HUD.

**A. IDENTIFICATION DATA**

Name and Address of Local Public Agency

City of Chicago
Department of Buildings
320 N. Clark Street
Chicago, Illinois 60610

Project Name
Contract for Demolition Grant

Project Number
Ill. M-1

Contract Number
Ill. M-1 (G)

**NOTE**

Complete either Block B or Block C, as appropriate. Use separate series for numbering each requisition for Project Capital Grant Progress Payment and Relocation Grant Payment.

**B. ~~PROJECT CAPITAL~~ DEMOLITION GRANT PAYMENT**

☐ REQUISITION NO. ______ FOR PROJECT CAPITAL GRANT PROGRESS PAYMENT IN THE AMOUNT OF $ ______

☐ MAJOR COMPLETION GRANT PAYMENT IN THE AMOUNT OF $ ______

☐ FINAL ~~PROJECT CAPITAL~~ DEMOLITION GRANT PAYMENT IN THE AMOUNT OF $ 188,477.96

Final payment in the amount shown above is requested, which amount when paid, together with all advance or progress payments heretofore made, will constitute full and final satisfaction of the obligation of the United States of America with respect to said Project Capital Grant.

**C. RELOCATION GRANT PAYMENT**

☐ REQUISITION NO. ______ FOR RELOCATION GRANT PAYMENT

☐ THIS IS THE FINAL REQUISITION FOR A RELOCATION GRANT PAYMENT

IT IS HEREBY CERTIFIED THAT AS OF ______, 19___, disbursements for relocation payments have been made pursuant to the Relocation Payments Regulations of the Department of Housing and Urban Development, and Relocation Grant Payments, as shown on Line 2 below, have been received as reimbursement from the United States of America. A Relocation Grant Payment in the amount indicated below is requested.

| | |
|---|---|
| 1. Relocation payments made to site occupants | $ |
| 2. Relocation Grant Payments previously received by LPA | $ |
| 3. Relocation Grant Payment requested *(Line 1 minus 2)* | $ |

**D. CERTIFICATE OF LOCAL COUNSEL** *(If requisition is for first Capital Grant Progress Payment for the project, leave this block blank and submit separate Opinion and Certificate of LPA Counsel, as exhibited in Urban Renewal Manual, Section 17-5-4.)*

☐ All material facts, circumstances, and conditions bearing upon the Contract under which this payment is requested remain the same as set forth in the Opinion and Certificate dated ______, previously filed.

☐ This requisition for payment under this Contract is legal and valid, but certain facts, circumstances, and conditions have changed since the Opinion and Certificate was filed. These changes and their legal effect are discussed in the attached Legal Opinion.

WITNESS my hand this ______ day of ______, 19___.

______
*Attorney(s) for Local Public Agency*

Address: ______

______

## E. CERTIFICATION OF LOCAL PUBLIC AGENCY

IT IS HEREBY CERTIFIED THAT (a) the Local Public Agency is not in default in the performance of said Contract, (b) salary and wage payment provisions of said Contract have been complied with, (c) all required insurance and bonding coverages have been obtained and are in force, and (d) the information contained herein and submitted herewith is true and correct.

City of Chicago
*Corporate Name of Local Public Agency*

*Date*

By

JOSEPH F. FITZGERALD
Commissioner of Buildings
*Title*

**ALL SPACES BELOW FOR USE OF DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

## F. OPINION OF REGIONAL COUNSEL

I have examined this requisition and the supporting documents. It is my opinion that all conditions precedent to the grant payment under the Contract cited above in the amount entered in Block G below have been fully complied with (or appropriately waived), and that there is no legal objection to the payment proposed to be made.

*Date*

*Regional Counsel*

## G. APPROVAL OF ASSISTANT REGIONAL ADMINISTRATOR FOR RENEWAL ASSISTANCE

I hereby determine that all conditions of the aforesaid Contract precedent to a Capital Grant Payment thereunder have been fully complied with (or appropriately waived), and I hereby approve a

☐ Project Capital Grant Progress Payment

☐ Relocation Grant Payment

☐ Major Completion Grant Payment

☐ Final Capital Grant Payment

in the amount of $________________.

SECRETARY OF HOUSING AND URBAN DEVELOPMENT

*Date*

By
*Assistant Regional Administrator*
*for Renewal Assistance, Region* ____

(Continued from page 5364)

and performed by both parties hereto, does hereby demise to Tenant, the premises designated as follows:

Space No. 1A-51-U2 comprising approximately 938 square feet, located in Terminal Building No. 1, Chicago-O'Hare International Airport, all as outlined in red on Exhibit "A" attached hereto and by this reference made a part hereof.

*2. Purpose*

Tenant agrees that the premises herein demised are to be used solely for a Foreign Exchange Agency to buy and sell foreign currency and to cash foreign travelers checks for international travelers. Furnishings and improvements necessary for the operation of Tenant's business, including a lounge area and writing tables for the convenience of travelers, if needed, will be provided by Tenant, subject to prior approval of plans for such improvements by the Commissioner of Aviation. All costs in connection with said installation will be paid by Tenant. It is further understood and agreed that said agency will operate every day of the week during the hours which will cover the maximum number of incoming and outgoing flights.

*3. Term*

The term of this agreement shall be for a period commencing January 1, 1969, and terminating December 31, 1973. It is understood and agreed that notwithstanding the above term either party may cancel this agreement upon sixty (60) days written notice to the other party of its election so to do.

*4. Rental*

Tenant shall pay to Landlord as rent for the demised premises the sum of five hundred eight and 09/100 dollars ($508.09) per month, said payments to be made at the office of the City Comptroller of the City of Chicago, City Hall, Chicago, Illinois, 60602.

In Witness Whereof, the parties hereto have caused this instrument to be executed under their respective seals on the day and year first above written.

[Signature forms and Exhibit "A" omitted]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

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## Authority Granted for Execution of Agreement with Illinois Bell Telephone Co. for Information Centers and Office Lounge in Terminal Buildings at Chicago-O'Hare International Airport.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, to authorize execution of an agreement with Illinois Bell Telephone Company, for information centers and office lounge in Terminal Buildings at Chicago-O'Hare International Airport.

On motion of Alderman Keane the said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda—48.

*Nays*—None.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Aviation and the City Comptroller, subject to approval as to form and legality of the Corporation Counsel, are authorized to execute in behalf of the City of Chicago an agreement with Illinois Bell Telephone Company at Chicago-O'Hare International Airport, said agreement to be in substantially the following form:

This Agreement made this ........................ day of ........................ A.D. ........................, between the City of Chicago, a municipal corporation of the State of Illinois, hereinafter called "Landlord" and Illinois Bell Telephone Company a corporation organized and existing by virtue of the laws of the State of Illinois, hereinafter called "Tenant".

WITNESSETH:

That Landlord, for and in consideration of the terms and conditions, both general and special, hereinafter contained and made on the part of Tenant, does hereby grant to Tenant for use only by Tenant, the privileges hereinafter described on premises at Chicago-O'Hare International Airport hereinafter called "Airport", in the City of Chicago, Counties of Cook and DuPage, State of Illinois.

This agreement shall consist of three parts:

Part I—General Conditions
Part II—Special Conditions numbered 1 to 4
Part III—Exhibits and Attachments lettered A to D

All constituting the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences, shall be implied or impressed upon such agreement that are not set forth herein at length.

[Part 1—General Conditions attached to this ordinance is common to "Part 1—General Conditions" printed on pages 3139-3143 of the Journal of Proceedings of June 26, 1968]

PART II—SPECIAL CONDITIONS

*1. Premises*

Landlord, for and in consideration of the covenants and agreements herein mentioned, to be kept and performed by both parties hereto, does hereby demise to Tenant, the premises designated as follows:

Parcel 1:

Area No. 1A-16-U4 in Terminal Building No. 1, being that portion of said building as outlined in red on the plat hereto attached, marked Exhibit "A" and made a part hereof; Area No. 2A-16-U3 in Terminal Building No. 2, being that portion of said building as outlined in red on the plat hereto attached, marked Exhibit "B" and made a part hereof; and the premises designated as Area No. 3B-16-U3 in Terminal Building No. 3, being that portion of said building as outlined in red on the plat hereto attached, marked Exhibit "C" and made a part hereof;

each of said spaces consisting of a circular area 15 feet in diameter or 177 square feet, more or less.

Parcel 2:

Area No. G16-U8, "G" Concourse being that portion of said concourse consisting of 350 square feet, more or less, as outlined in red on the plat hereto attached, marked Exhibit "D" and made a part hereof.

Each of the provisions of this agreement applies only to that portion of the operations of the Tenant which are within the premises specifically demised herein. This agreement shall not modify the obligations of either party under the lease between them dated May 26, 1961.

2. *Purpose*

Parcel 1:

Tenant shall maintain and conduct upon and within each of the demised premises, a telephone information center and may use said premises for no other purpose or purposes whatsoever.

Parcel 2:

Tenant may occupy and use the demised premises for an office and employee lounge and for no other purpose or purposes whatsoever.

3. *Term*

The term of this agreement shall be for a period commencing February 1, 1969 and terminating January 31, 1971. It is understood and agreed that, notwithstanding the above term, either party may cancel and terminate this agreement upon ninety (90) days notice to the other party in writing of its election so to do.

4. *Rental*

Parcel 1:

Tenant shall pay to Landlord as rent for the demised premises the sum of six and 50/100 dollars ($6.50) per square foot per annum or the total sum of three thousand four hundred fifty-one and 50/100 dollars ($3451.50) payable in advance in equal monthly installments of two hundred eighty-seven and 63/100 dollars ($287.63), said payments to be made at the office of the City Comptroller of the City of Chicago.

Parcel 2:

Tenant shall pay to Landlord as rent for the demised premises the sum of five and no/100 dollars ($5.00) per square foot per annum or the total sum of one thousand seven hundred fifty and no/100 dollars ($1750.00) payable in advance in equal monthly installments of one hundred forty-five and 84/100 dollars ($145.84), said payments to be made at the office of the City Comptroller of the City of Chicago.

In Witness Whereof, the parties hereto have caused this instrument to be signed in triplicate under their respective seals on the day and year first above written.

[Signature forms and Exhibits "A" to "D" omitted]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

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## Ordinance Amended for Additional Space for Proposed Structure, Truck Movement, Parking, Etc. for In-Flite Caterers, Inc. at Chicago-O'Hare International Airport.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, to authorize amendment of an ordinance to provide additional space for a proposed structure and truck parking, etc. for In-Flite Caterers, Inc. at Chicago-O'Hare International Airport.

On motion of Alderman Keane the said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda—48.

*Nays*—None.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Aviation and the City Comptroller, subject to approval as to form and legality of the Corporation Counsel, are authorized to execute in behalf of the City of Chicago an agreement with In-Flite Caterers, Inc. (a wholly-owned subsidiary of Marriott Corporation), said agreement to be in substantially the following form:

This Agreement made and entered into this ...................... day of ......................, A.D., 19......, by and between the City of Chicago, a municipal corporation of the State of Illinois (hereinafter referred to as "Landlord"), and In-Flite Caterers, Inc., (a wholly-owned subsidiary of Marriott Corporation), a corporation organized and existing by virtue of the laws of the State of Delaware (hereinafter referred to as "Tenant"):

WITNESSETH:

Whereas, Landlord and Tenant have heretofore entered into an agreement under date of June 19, 1968, authorized by City Council June 19, 1968 (C. J. P. pp. 3006-3011), hereinafter referred to as "said agreement", in and by which Landlord, among other provisions granted to Tenant, certain privileges or premises to be occupied and used for the purposes therein stated, located at Chicago-O'Hare International Airport, in the City of Chicago, Counties of Cook and DuPage, and State of Illinois.

Now, Therefore, Landlord, in consideration of the provisions and conditions set forth in said agreement, does hereby amend said agreement, and Tenant hereby accepts said privileges or premises therein set forth and upon the terms, conditions and provisions set forth and stated therein (to which reference is hereby made, and which the parties agree will be incorporated, and shall be considered to be incorporated herein, by this reference thereto) except insofar and only insofar as said privileges, premises, terms, conditions and provisions are modified, changed, or amended by the further provisions of this agreement.

It is hereby further agreed that the sole modifications of, changes in, and amendments to, said agreement, which are hereby made therein, and which shall be applicable to all renewals and extensions as may be made and provided for therein, are as follows:

1. The legal description of the demised premises

appearing on the first page of said agreement, described as follows:

> "Beginning at O'Hare Field coordinate South 215+50.00 and East 253+72.46; thence east a distance of 400.00 feet to coordinate South 215+50.00 and East 257+72.46; thence south a distance of 402.15 feet to coordinate south 219+52.15 and East 257+72.46; thence west a distance of 400.00 feet to coordinate South 219+52.15 and East 253+72.46; thence north 402.15 feet to the point of beginning; containing 160,860.00 sq. ft. or 3.693 Acres;"

shall be and the same is hereby modified, changed and amended to read as follows:

> "Beginning at O'Hare Field coordinate South 215+50.00 and East 253+72.46; thence east a distance of 500.00 feet to coordinate South 215+50.00 and East 258+72.46; thence south a distance of 402.15 feet to coordinate South 219+52.15 and East 258+72.46; thence west a distance of 500.00 feet to coordinate South 219+52.15 and East 253+72.46; thence north 402.15 feet to the point of beginning; containing 201,075.00 sq. ft. or 4,616 Acres;"

2. The second paragraph of Article II appearing on page four of said agreement, reading as follows:

> "In addition to the percentage fee hereinabove mentioned Tenant shall pay to Landlord at the Office of Comptroller on or before the first day of each calendar month during the term hereof and any extensions thereof, a monthly rental of one thousand three hundred forty and 50/100 dollars ($1,340.50) in advance, predicated on an annual rate of ten cents (10¢) per square foot of ground area within the Demised Premises. The first and last monthly payment may be prorated."

shall be and the same is hereby modified, changed and amended to read as follows:

> "In addition to the percentage fee hereinabove mentioned Tenant shall pay to Landlord at the Office of Comptroller on or before the first day of each calendar month during the term hereof and any extensions thereof, a monthly rental of one thousand six hundred seventy-five and 63/100 dollars ($1,675.63) in advance, predicated on an annual rate of ten cents (10¢) per square foot of ground area within the Demised Premises. The first and last monthly payment may be pro-rated."

Execution of this amendment authorized by ordinance of the City Council of the City of Chicago passed on the..........................day of..............., 1969, (C.J.P. pp.......................................) which date shall be the effective date hereof.

It is, therefore, agreed that except solely as hereinabove modified, changed and amended, the privileges, premises, terms, conditions and provisions of said agreement shall apply to, and shall govern, this amendment of said agreement and any and all further renewals or extensions thereof for any subsequent period which may be affected or made under and in accordance therewith.

In Witness Whereof, the parties hereto have caused this instrument to be executed under their respective seals on the day and year first above written.

[Signature forms omitted]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

## Authority Granted for Execution of Lease Agreement with J. B. Simpson, Inc. for Space in Terminal Building No. 2 at Chicago-O'Hare International Airport.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, to authorize execution of lease agreement with J. B. Simpson, Inc., for space in basement of Terminal Building No. 2 at Chicago-O'Hare International Airport.

On motion of Alderman Keane the said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda—48.

*Nays*—None.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Aviation and the City Comptroller, subject to approval as to form and legality of the Corporation Counsel, are authorized to execute in behalf of the City of Chicago an agreement with J. B. Simpson, Incorporated, at Chicago-O'Hare International Airport, said agreement to be in substantially the following form:

This Agreement made this............................day of .....................................A.D.............................., between the City of Chicago, a municipal corporation of the State of Illinois, hereinafter called "Landlord" and J. B. Simpson, Incorporated, a corporation organized and existing by virtue of the laws of the State ...................., hereinafter called "Tenant".

WITNESSETH:

That Landlord, for and in consideration of the terms and conditions, both general and special, hereinafter contained and made on the part of Tenant, does hereby grant to Tenant for use only by Tenant, the privileges hereinafter described on premises at Chicago-O'Hare International Airport, hereinafter called "Airport", in the City of Chicago, Counties of Cook and DuPage, State of Illinois.

This agreement shall consist of three parts:

Part I—General Conditions
Part II—Special Conditions
numbered ...... to ......
Part III—Exhibits and Attachments
lettered A

All constituting the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences, shall be implied or impressed upon such agreement that are not set forth herein at length.

[Part 1—General Conditions attached to this ordinance is common to "Part 1—General Conditions" printed on pages 3139-3143 of the Journal of the Proceedings of June 26, 1968]

### PART II—SPECIAL CONDITIONS

*1. Premises*

Landlord, for and in consideration of the covenants and agreements herein mentioned, to be kept and performed by both parties hereto, does hereby demise to Tenant, the premises designated as follows:

Area Number 2B33-B1, consisting of 843 square feet, more or less, located in the basement of Terminal Building No. 2 at Chicago-O'Hare International Airport, all as outlined in red on Exhibit "A" attached hereto, and by this reference made a part hereof.

2. *Purpose*

Tenant agrees that the premises herein demised are to be used as a uniform shop solely for the purpose of selling, altering and repairing uniforms utilized by persons employed at Chicago-O'Hare International Airport and for no other purpose whatsoever.

3. *Term*

The term of this agreement shall be for a period commencing January 1, 1969 and terminating December 31, 1970. It is understood and agreed that notwithstanding the above term, either party may cancel and terminate this agreement at the end of any month by thirty (30) days notice to the other party in writing of its election so to do.

4. *Rental*

Tenant shall pay to Landlord as rent for the demised premises the sum of five thousand fifty-eight and 00/100 dollars ($5,058.00) per year or 5% of Gross Sales, whichever is the greater. Said payments are to be made as follows:

(a) Tenant shall pay on or before the 1st day of each month in advance, to the Comptroller, the sum of four hundred twenty-one and 50/100 dollars ($421.50). If any fixed rental hereunder commences after the first day or terminates prior to the last day of any month, such rental for such month shall be determined on a pro rata basis according to the number of days of such month involved.

(b) Tenant shall, on or before the fifteenth (15th) day of the following month, pay to the Comptroller as additional rental a sum equal to 5% of the Gross Sales of said calendar month less the amount prepaid. A final rental adjustment on the basis of Gross Sales for each lease year, or fractional part thereof ending in termination, shall be made through payment or refund by the 15th day of the 2nd month following the close of said lease year or fractional part thereof.

The term "Gross Sales", as used herein, shall be construed to mean, for all the purposes hereof, the aggregate amount of all sales made and services performed for cash, or credit, or otherwise, of every kind, name and nature, regardless of when or whether or not paid, and shall be computed to include the following:

(a) 15% of the sale price of uniforms sold under contract with airline purchasing offices, it being agreed between Tenant and Landlord that this is a representative allocation for local servicing, including measuring of the airline individual, first fitting, making of any minor alterations required, and final delivery.

(b) Full retail price of uniforms, the sale of which is initiated by individuals or is effected in any other way than under contract for original sale of uniforms with airline purchasing offices; and

(c) Full retail price of altering or repairing uniforms, performed otherwise than under contract for original sale of uniforms with airline purchasing offices.

5. *Records*

Tenant agrees to record all fees and charges in accordance with accounting practices as may be directed with respect thereto by the Comptroller, which records shall be preserved by the Tenant and made available to Landlord upon demand. Tenant agrees to deliver to Landlord a statement of each month's Gross Sales derived therefrom on or before the Fifteenth (15th) day of the following month, and within Thirty (30) days after the end of each lease year, or fractional part of a lease year ending in termination, a statement, satisfactory to Landlord of the Gross Sales, made during the preceding year. The original of each such statement submitted to Landlord shall be delivered to the Comptroller and a copy to the Commissioner. The yearly statement shall be certified by a Certified Public Accountant if required by the Comptroller. In the event Landlord is not satisfied with any such audit or annual statement and gives Tenant written notice to that effect within sixty (60) days after Landlord's receipt thereof, then Landlord shall have the right, within sixty (60) days thereafter, at Tenant's expense, to cause any reputable audit company, satisfactory to Landlord and Tenant, to reaudit the Gross Sales made during the period covered by such audit and to recalculate said rentals payable for such period, and such reaudit and/or recalculation shall be accepted by both parties to this agreement as final. Landlord shall at all reasonable times have the right to examine the records and books of account of Tenant, and to make copies and excerpts therefrom.

6. *Performance Bond*

At the time of the execution hereof, Tenant shall execute and deliver to the Comptroller a Performance Bond in form, type and amount as to be determined solely by the Comptroller, which bond shall guarantee faithful performance of the provisions of the contract.

In Witness Whereof, the parties hereto have caused this instrument to be executed under their respective seals on the day and year first above written.

[Signature forms and Exhibit "A" omitted]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

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## Authority Granted for Execution of Lease Agreement with Metro News Photo Co. for Space in Concourse E-F Terminal Building No. 2 at Chicago-O'Hare International Airport.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, to authorize execution of lease agreement with Metro News Photo Company for space in Concourse E-F Terminal Building No. 2 at Chicago-O'Hare International Airport.

On motion of Alderman Keane the said proposed ordinance was *Passed*, by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda—48.

*Nays*—None.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Aviation and the City Comptroller, subject to approval as to form and legality of the Corporation Counsel, are authorized to execute in behalf of the City of Chicago an agreement with Metro News Photo Company at Chicago-O'Hare International Airport, said agreement to be in substantially the following form:

This Agreement made this..............................day of ......................................A.D.........................., between the City of Chicago, a municipal corporation of the State of Illinois, hereinafter called "Landlord" and Metro News Photo Company, a corporation organized and existing by virtue of the laws of the State of Illinois, hereinafter called "Tenant".

WITNESSETH:

That Landlord, for and in consideration of the terms and conditions, both general and special, hereinafter contained and made on the part of Tenant, does hereby grant to Tenant for use only by Tenant, the privileges hereinafter described on premises at Chicago-O'Hare International Airport, hereinafter called "Airport" in the City of Chicago, Counties of Cook and DuPage, State of Illinois.

This agreement shall consist of three parts:

Part I—General Conditions
Part II—Special Conditions numbered 1 to 4
Part III—Exhibits and Attachments lettered A to .....

All constituting the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences, shall be implied or impressed upon such agreement that are not set forth herein at length.

[Part I—General Conditions attached to this ordinance is common to "Part I—General Conditions" printed on pages 3139-3143 of the Journal of the Proceedings of June 26, 1968]

PART II—SPECIAL CONDITIONS

*1. Premises*

Landlord, for and in consideration of the covenants and agreements herein mentioned, to be kept and performed by both parties hereto, does hereby demise to Tenant, the premises designated as follows:

Space EF18-U1, located in Concourse EF at Chicago-O'Hare International Airport, all as outlined in red on Exhibit "A" attached hereto and by this reference made a part hereof.

*2. Purpose*

Tenant may conduct upon and within the demised premises the business of public commercial photographer, and may use said premises for no other purpose or purposes whatsoever. It is further understood that the Commissioner of Aviation may furnish suitable space elsewhere upon the Airport pending installation of partitions and equipment necessary to effect such purposes.

*3. Term*

The term of this agreement shall be for a period of two (2) years commencing on January 1, 1969, and terminating on December 31, 1970, subject to cancellation upon thirty (30) days written notice by either party.

*4. Rental*

Tenant shall pay to Landlord as rent for the demised premises, the sum of one hundred fifty and 00/100 dollars ($150.00) per month, said payments to be made at the office of the City Comptroller of the City of Chicago, on the first day of each and every month of the term of this lease. If any such rental hereunder commences or terminates prior to the last day of any month, such rental for such month shall be determined on a pro rata basis according to the number of days of such month involved.

In Witness Whereof, the parties hereto have caused this instrument to be executed under their respective seals on the day and year first above written.

[Signature forms and Exhibit "A" omitted]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

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## Execution of Grant Agreement Authorized with U.S.A. for Funds for Completion of Taxiway System Serving Runways 14L-32R and 9L-27R at Chicago-O'Hare International Airport.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, to authorize execution of a grant agreement with the United States of America for funds for completion of the taxiway system serving runways 14L-32R and 9L-27R at Chicago-O'Hare International Airport.

On motion of Alderman Keane the said proposed ordinance was *Passed*, by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda—48.

*Nays*—None.

Alderman Janousek moved to *Reconsider* the foregoing vote. The motion was *Lost*.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Mayor, on behalf of the City of Chicago, is authorized to execute and the City Clerk to attest, upon approval of the Corporation Counsel as to form and legality, a Grant Agreement between the City of Chicago and the United States of America, said agreement to be in substantially the following form:

FEDERAL AVIATION ADMINISTRATION
GRANT AGREEMENT

*Part 1—Offer*

Date of Offer: March 19, 1969
Chicago O'Hare International Airport
Project No.: 9-11-012-C919
Contract No.: DOT-FA-69-CE-3858

To: City of Chicago, Illinois (herein referred to as the "Sponsor")

From: The United States of America (acting through the Federal Aviation Agency, herein referred to as the "FAA")

Whereas, the Sponsor has submitted to the FAA a Project Application dated December 23, 1968, for a grant of Federal funds for a project for development of the Chicago O'Hare International Airport (herein called the "Airport"), together with plans and specifications for such project, which Project Application as approved by the FAA is hereby incorporated herein and made a part hereof; and

Whereas, the FAA has approved a project for development of the Airport (herein called the "Project") consisting of the following-described airport development:

Construct, light and mark turnoff taxiways to serve Runway 9R/27L (approximately 1630′ x 75′), turnoff taxiways to serve runway 14L/32R (approximately 1550′ x 75′) and portion of the inner circular taxiway between ramp and the parallel taxiway serving runway 9L/27R (approximately 430′ x 75′).

all as more particularly described in the property map and plans and specifications incorporated in the said Project Application;

Now, Therefore, pursuant to and for the purpose of carrying out the provisions of the Federal Airport Act, as amended (49 U.S.C. 1101), and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application, and its acceptance of this Offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and the operation and maintenance of the Airport as herein provided, The Federal Aviation Agency, for and on behalf of the United States, hereby offers and agrees to pay, as the United States share of the allowable costs incurred in accomplishing the Project, 50 percentum thereof.

This Offer is made on and subject to the following terms and conditions:

1. The maximum obligation of the United States payable under this Offer shall be $992,000.00.
2. The Sponsor shall:
   (a) begin accomplishment of the Project within ninety days after acceptance of this Offer or such longer time as may be prescribed by the FAA, with failure to do so constituting just cause for termination of the obligations of the United States hereunder by the FAA;
   (b) carry out and complete the Project without undue delay and in accordance with the terms hereof, the Federal Airport Act, and Sections 151.45-151.55 of the Regulations of the Federal Aviation Agency (14 CFR 151) in effect as of the date of acceptance of this Offer; which Regulations are hereinafter referred to as the "Regulations";
   (c) carry out and complete the Project in accordance with the plans and specifications and property map, incorporated herein, as they may be revised or modified with the approval of the FAA.
3. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under Section 151.41 (b) of the Regulations.
4. Payment of the United States share of the allowable project costs will be made pursuant to and in accordance with the provisions of Sections 151.57-151.63 of the Regulations. Final determination as to the allowability of the costs of the project will be made at the time of the final grant payment pursuant to Section 151.63 of the Regulations: *Provided,* that, in the event a semi-final grant payment is made pursuant to Section 151.63 of the Regulations, final determination as to the allowability of those costs to which such semi-final payment relates will be made at the time of such semi-final payment.
5. The Sponsor shall operate and maintain the airport as provided in the Project Application incorporated herein and specifically covenants and agrees, in accordance with its Assurance 4 in Part III of said Project Application, that in its operation and the operation of all facilities thereof, neither it nor any person or organization occupy space or facilities thereon will discriminate against any person or class of persons by reason of race, color, creed, or national origin in the use of any of the facilities provided for the public on the airport.
6. The FAA reserves the right to amend or withdraw this Offer at any time prior to its acceptance by the Sponsor.
7. This Offer shall expire and the United States shall not be obligated to pay any part of the costs of the Project unless this Offer has been accepted by the Sponsor on or before May 15, 1969 or such subsequent date as may be prescribed in writing by the FAA.
8. In addition the Sponsor shall:
   (a) Incorporate or cause to be incorporated in each contract for construction work under the project, or any modification thereof, the equal opportunity clause as set forth in Section 202 of Executive Order No. 11246 of September 24, 1965, or such modification thereof as may be approved by the Secretary of Labor.
   (b) Incorporate or cause to be incorporated in each bid or proposal form submitted by prospective contractors for construction work under the project the provisions prescribed by Section 151.54 (d) (1), Part 151, Federal Aviation Regulations.
   (c) Be bound by said equal opportunity clause in any construction work under the project which it performs itself other than through its own permanent work force directly employed or through the permanent work force directly employed by another agency of government.
   (d) Cooperate actively with the FAA and Secretary of Labor in obtaining the

compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor.

(e) Furnish the FAA and the Secretary of Labor such information as they may require for the supervision of such compliance and will otherwise assist the FAA in the discharge of its primary responsibility for securing compliance.

(f) Refrain from entering into any contract or contract modification subject to Executive Order No. 11246 with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and Federally assisted construction contracts pursuant to Part II, Subpart D of Executive Order No. 11246.

(g) Carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the FAA and the Secretary of Labor pursuant to Part II, Subpart D of Executive Order No. 11246; and in the event that the sponsor fails or refuses to comply with its undertakings, the FAA may cancel, terminate or suspend in whole or in part any contractual arrangement it may have with the sponsor, may refrain from extending any further assistance under any of its programs subject to Executive Order 11246 until satisfactory assurance of future compliance has been received from such applicant, or may refer the case to the Department of Justice for appropriate legal proceedings.

9. It is understood and agreed that each contract awarded for construction work under this project is subject to the provisions of the Work Hours Act of 1962, Public Law 87-581. It is further understood and agreed that each such contract will contain stipulations requiring the contractor or subcontractor to pay wages to all laborers and mechanics employed on the work in conformance with the provisions of the Act and that the Sponsor may withhold or cause to be withheld from the contractor or subcontractor so much of the accrued payments as may be considered necessary to pay laborers and mechanics employed by any such contractor or subcontractor on the work the full amount of wages required by the contract and such sums as may administratively be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for liquidated damages as provided by the Act. It is also understood and agreed that, in the event of failure of any contractor or subcontractor to pay any labor or mechanic employed or working on the site of the work all or part of the wages required by the contract, the FAA may, after written notice to the Sponsor, withhold from the Sponsor so much of the accrued payments or advances representing unpaid wages and liquidating damages.

10. The Sponsor hereby covenants and agrees that its financial records of the project, established, maintained and made available to personnel of the FAA in conformity to Section 151.55 of the Regulations of the Federal Aviation Administration (14 CFR 151) will also be available to representatives of the Comptroller General of the United States.

11. By its acceptance of this Grant Offer the Sponsor agrees that insofar as is within its powers and to the extent reasonable, the Sponsor will take action to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and take-off of aircraft, in furtherance of its undertaking as set forth in Paragraph 13 of Part III—Sponsor's Assurances of the aforesaid Project Application.

12. By its acceptance hereof, the Sponsor hereby covenants that to the extent it has or may have either present or future control over each area identified on the Exhibit "A" as "clear zone", and unless exceptions to or deviations from the following obligations have been granted to the Sponsor in writing by the FAA, it will clear said area or areas of any existing structure or any natural growth which constitutes an obstruction to air navigation within the standards established by Section 77.23 as applied to Section 77.27, Part 77 of the Federal Aviation Regulations; and the Sponsor further covenants that it will control the subsequent erection of structures and control natural growth to the extent necessary to prevent the creation of obstructions within said standards.

13. The Sponsor hereby further covenants that it will not permit any permanent-type structures, other than structures required for aids to air navigation and such other structures as may be specifically excepted in writing by the FAA, to be erected on, and that it will cause any existing structures to be removed from, each area identified on the Exhibit "A" as "clear zone" or any portions thereof, concerning which the Sponsor has acquired a fee interest with Federal financial assistance, irrespective of whether such structures constitute an obstruction to air navigation. The Sponsor hereby further covenants that, to the extent the land concerned is presently or hereafter owned or controlled by the Authority, it will not cause or permit any structure or object of natural growth to extend above the plane of the light path within the area comprising the site of any Approach Light System serving the aforesaid airport (an ALS site being an area extending 3200 feet outward from the approach end of the runway served and 400 feet in width located symmetrically about the projected runway centerline).

14. It is hereby understood and agreed by and between the parties hereto that Paragraph 7 of Part III—Sponsor's Assurances of the aforesaid Project Application shall be considered to be amended by deletion of the words "Section A of FAA Technical Standard Order No. N18 or Advisory Circular (AC) No. 150/5300.1, whichever is applicable according to the currently approved Airport Layout Plan", and by substitution therefor of the following: "Section 77.23 as applied to Section 77.27, Part 77 of the Federal Aviation Regulations."

15. It is understood and agreed that the terms "Administrator of the Federal Aviation Agency", "Administrator", "Federal Aviation Agency" or FAA wherever they appear in this Agreement, in the aforesaid Project Application, plans and specifications or other documents constituting a part of this Agreement shall be deemed to mean the Federal Aviation Administrator or the Federal Aviation Administration, as the case may be.

16. The Sponsor—
    (a) Will not grant or permit any exclusive right forbidden by section 308(a) of the Federal Aviation Act of 1958 (49 U.S.C. 1349 (a)) at the airport, or at any other airport now or hereafter owned or controlled by it;
    (b) Agrees that, in furtherance of the policy of the FAA under this covenant, unless authorized by the Administrator, it will not, either directly or indirectly, grant or permit any person, firm or corporation the exclusive right at the airport, or at any other airport now or hereafter owned or controlled by it, to conduct any aeronautical activities, including, but not limited to, charter flight, pilot training, aircraft rental and sightseeing aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity;
    (c) Agrees that it will terminate any existing exclusive right to engage in the sale of gasoline or oil, or both, granted before July 17, 1962, at such an airport, at the earliest renewal, cancellation, or expiration date applicable to the agreement that established the exclusive right; and
    (d) Agrees that it will terminate any other exclusive right now existing at such an airport before the grant of any assistance under the Federal Airport Act.

17. It is understood and agreed by and between the parties hereto that the United States shall not make, nor shall it be obligated to make, any grant payment hereunder until an Agreement of Limited Agency relating to this project has been entered into by and between the Sponsor, the City of Chicago, as Principal and the State of Illinois, Department of Aeronautics as Agent and such Agreement has been determined by the FAA to be consonant with the applicable statutes of the State of Illinois.

18. It is understood and agreed by and between the parties hereto that this Grant Offer is made and accepted upon the basis of preliminary plans and specifications submitted with the Project Application dated December 23, 1968 for the turnoff taxiways serving runway 14L/32R and runway 9L/27R; and the parties hereby covenant and agree that the Sponsor shall furnish final plans and specifications to the FAA and that no construction work will be commenced nor will there be any advertisement for bids for the accomplishment of such work until said final plans and specifications have been approved by the FAA; and the parties do hereby further covenant and agree that any reference made in this Grant Offer or in the aforesaid Project Application to plans and specifications shall be considered as having reference to said final plans and specifications as so approved. It is further understood and agreed by the parties hereto that any reference herein or in the aforesaid Project Application to the plans and specifications for the turnoff taxiways serving runway 9R/27L shall mean the plans and specifications approved subject to the engineering review dated March 6, 1969 by Special Engineer, City of Chicago, Illinois, Chicago Area, Central Region, Federal Aviation Administration.

19. The Federal Government does not plan or contemplate providing during the current year for the construction of any additional structures pursuant to the provisions of Paragraph 9 of Part III—Sponsor's Assurances of the aforesaid Project Application, and, therefore, it is understood and agreed that the Sponsor is under no obligation under the terms of this Grant Agreement to furnish any such area or rights without cost to the Federal Government. However, nothing contained herein shall be construed as altering or changing the rights of the United States and/or the obligations of the Sponsor under previous Grant Agreements respecting being furnished and furnishings of rent-free building space for the activities specified in such Agreements.

20. It is understood and agreed by and between the parties hereto that notwithstanding the fact that the Project Application includes therein the construction, lighting and marking of a parallel taxiway serving runway 14L/32R, parallel taxiway serving runways 9R/27L and 14R/32L, a vehicular cargo tunnel, fillets, storm sewer siphon and lift station and other items of work as may later be determined to be ineligible by the FAA, said work shall not be a part of this project and, if or to the extent accomplished by the Sponsor, such accomplishment shall be without any participation in the costs thereof by the United States under this project; it is further understood and agreed that, in the event the work which is excluded from the project is accomplished by the Sponsor, the Sponsor shall maintain as a portion of the cost records covering this project, separable cost records pertaining to the above-identified work excluded from Federal participation under this project, which records shall be made available for inspection and audit by the FAA to the end that the cost of the excluded work may be definitely determined.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and said Offer and Acceptance shall comprise a Grant Agreement, as provided by the Federal Airport Act, constituting the obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and the operation and maintenance of the Airport.

Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer and shall remain in full force and effect throughout the useful life of the facilities developed under the Project but in any event not to exceed twenty years from the date of said acceptance.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION
BY PAUL E. CANNOM
Manager, Chicago Area

## Part II—Acceptance

The .......................................... does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept said Offer and by such acceptance agrees to all of the terms and conditions thereof.

Executed this .................... day of ...................., 19.....

..............................................
(Name of Sponsor)
By ..........................................
Title ..........................................
(SEAL)
Attest: ..........................................
Title: ..........................................

### CERTIFICATE OF SPONSOR'S ATTORNEY

I, .........................................., acting as Attorney for .........................................., (herein referred to as the "Sponsor") do hereby certify:

That I have examined the foregoing Grant Agreement and the proceedings taken by said Sponsor relating thereto, and find that the Acceptance thereof by said Sponsor has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the State of ................................, and further that, in my opinion, said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at ............................ this ......................... day of ...................................., 19.......

..............................................
Title ..........................................

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UNITED STATES OF AMERICA
FEDERAL AVIATION AGENCY

## PROJECT APPLICATION

*(For Federal Aid for Development of Public Airports)*

## Part I—PROJECT INFORMATION

The City of Chicago (herein called the "Sponsor") hereby makes application to the Federal Aviation Agency (hereinafter called the "FAA"), for a grant of Federal funds pursuant to the Federal Airport Act and the Regulations issued thereunder, for the purpose of aiding in financing a project (herein called the "Project") for development of the Chicago-O'Hare International Airport (herein called the "Airport") located in Counties of Cook and DuPage, State of Illinois.

It is proposed that the Project consist of the following-described airport development:

Complete the construction of the parallel taxiway system serving Runway 14L-32R.

Construct two (2) turn-off taxiways.

Construct portion of Inner-Circular Taxiway between "A" ramp and parallel taxiway 9L-27R.

Widen fillet at intersections of Runway 14L and Runway 18-36; Runway 14L and Runway 4L-22R; Runway 14L and Scenic taxiway.

Complete the construction of the parallel taxiway systems serving Runway 9R-27L and Runway 14R-32L.

Construct two (2) turn-off taxiways.

Complete the construction of the Vehicular Cargo Tunnel.

Construct storm sewer siphon and lift station.

all as more particularly described on the property map attached (hereto as Exhibit "A")* (as Exhibit "A" to Project Application dated .................. for Project No. 9-11-012-19)*, and in the plans and specifications submitted to the FAA on........... .................... which are made a part hereof.

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*Strike out the inappropriate clause.

### THE FOLLOWING IS A SUMMARY OF THE ESTIMATED COSTS OF THE PROJECT:

| ITEM | TOTAL ESTIMATED COST | ESTIMATED SPONSOR'S SHARE OF COST | | ESTIMATED FEDERAL SHARE OF COST | |
|---|---|---|---|---|---|
| | | AMOUNT | PERCENT | AMOUNT | PERCENT |
| 1. LAND COSTS | 0 | 0 | 0 | 0 | 0 |
| 2. CONSTRUCTION COSTS | 3,262,755 | | | | |
| 3. ENGINEERING AND SUPERVISION COSTS | 195,765 | | | | |
| 4. ADMINISTRATIVE COSTS | 0 | | | | |
| 5. Total of 2, 3, and 4 above | 3,458,520 | 1,942,472 | 56.16 | 1,516,048 | 43.84 |
| 6. CONTINGENCIES | 261,020 | 146,589 | 56.16 | 114,431 | 43.84 |
| 7. TOTAL ALL ESTIMATED PROJECT COSTS (Items 1, 5, and 6) | 3,719,540 | 2,089,061 | | 1,630,479 | |

### Part II—REPRESENTATIONS

The Sponsor hereby represents and certifies as follows:

1. Legal Authority.—The Sponsor has the legal power and authority: (1) to do all things necessary in order to undertake and carry out the Project in conformity with the Act and the Regulations; (2) to accept, receive, and disburse grants of funds from the United States in aid of the Project, on the terms and conditions stated in the Act and the Regulations; and (3) to carry out all of the provisions of Parts III and IV of this Project Application.

2. Funds.—The Sponsor now has on deposit, or is in a position to secure, $2,089,061 for use in defraying the costs of the Project. The present status of these funds is as follows:

| | |
|---|---|
| Chicago-O'Hare International Airport Revenue Bonds | $2,089,061 |

3. Compatible Land Use.—The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

Chicago-O'Hare International Airport
Zoning Ordinance
Adopted by the Department of
Aeronautics—State of Illinois
December 16, 1964

4. Approvals of Other Agencies.—The Project has been approved by all non-Federal agencies whose approval is required, namely:

Department of Aeronautics
State of Illinois
Chicago Plan Commission
Department of City Planning
City of Chicago

5. Defaults.—The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None

6. Possible Disabilities.—There are no facts or circumstances (including the existence of effective or proposed leases, use agreements, or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of Parts III and IV of the Project Application, either by limiting its legal or financial ability or otherwise, except as follows:

None

7. Land.—(a) The Sponsor holds the following property interest in the following areas of land[1] which are to be developed or used as part of or in connection with the Airport, subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

Fee Simple
(except as noted on attached Exhibit"A")

Note: there are no land costs included in this Project.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests. The Status of the Title is the same as submitted in the previous Federal Project.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land[1] on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

None

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land[1] which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

None

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[1] State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only to be identified here by the area numbers shown on the property map.

### Part III—SPONSOR'S ASSURANCES

In order to furnish the assurances required by the Act and Regulations the Sponsor hereby covenants and agrees with the United States, as follows:

1. These covenants shall become effective upon acceptance by the Sponsor of an offer of Federal aid for the Project or any portion thereof, made by the FAA and shall constitute a part of the Grant Agreement thus formed. These covenants shall remain in full force and effect throughout the useful life of the facilities developed under this Project, but in any event not to exceed twenty (20) years from the date of said acceptance of an offer of Federal aid for the Project.

2. The Sponsor will operate the Airport as such for the use and benefit of the public. In furtherance of this covenant (but without limiting its general applicability and effect), the Sponsor specifically agrees that it will keep the Airport open to all types, kinds, and classes of aeronautical use without discrimination between such types, kinds, and classes: *Provided,* That the Sponsor may establish such fair, equal, and not unjustly discriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the Airport; *And Provided Further,* That the Sponsor may prohibit or limit any given type, kind, or class of aeronautical use of the Airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

3. The Sponsor will not grant or permit any exclusive right for the use of the airport forbidden by

Section 308 of the Federal Aviation Act of 1958, and will otherwise comply with all applicable laws. In furtherance of this covenant (but without limiting its general applicability and effect), the Sponsor specifically agrees that, unless authorized by the Administrator, it will not, either directly or indirectly, grant or permit any person, firm, or corporation the exclusive right for the conduct of any aeronautical activities on the Airport, including but not limited to, charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautic activity: *Provided,* That the prohibition against the grant or permit of an exclusive right as set forth herein in no way alters the rights or obligations of the Sponsor under a surplus property instrument of transfer pursuant to which surplus property was conveyed to the Sponsor by the United States pursuant to the *Surplus Property Act of 1944 (61 Stat. 678), as amended.*

4. The Sponsor agrees that it will operate the Airport for the use and benefit of the public, on fair and reasonable terms, and without unjust discrimination. In furtherance of this covenant (but without limiting its general applicability and effect), the Sponsor specifically covenants and agrees:

a. That in its operation and the operation of all facilities on the airport, neither it nor any person or organization occupying space or facilities thereon will discriminate against any person or class of persons by reason of race, color, creed, or national origin in the use of any of the facilities provided for the public on the Airport.

b. That in any agreement, contract, lease, or other arrangement under which a right or priviledge at the Airport is granted to any person, firm, or corporation to render to the public any service (including the furnishing or sale of any aeronautical parts, materials, or supplies) essential to the operation of aircraft at the Airport, the Sponsor will insert and enforce provisions requiring the contractor:

(1) to furnish said service on a fair, equal, and not unjustly discriminatory basis to all users thereof, and

(2) to charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; *Provided,* That the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. That it will not exercise or grant any right or privilege which would operate to prevent any person, firm, or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance and repair) that it may choose to perform.

d. In the event the Sponsor itself exercises any of the rights and privileges referred to in subsection b, the services involved will be provided on the same conditions as would apply to the furnishing of such services by contractors or concessionaires of the Sponsor under the provisions of such subsection b.

5. Nothing contained herein shall be construed to prohibit the granting or exercise of an exclusive right for the furnishing of nonaviation products and supplies or any service of a nonaeronautical nature or to obligate the Sponsor to furnish any particular nonaeronautical service at the Airport.

6. The Sponsor will operate and maintain in a safe and serviceable condition the Airport and all facilities thereon and connected therewith which are necessary to serve the aeronautical users of the Airport other than facilities owned or controlled by the United States, and will not permit any activity thereon which would interfere with its use for airport purposes: *Provided,* That nothing contained herein shall be construed to require that the Airport be operated for aeronautical uses during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance; *And Provided Further,* That nothing herein shall be construed as requiring the maintenance, repair, restoration or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the Sponsor.

7. Insofar as it is within its power and reasonably possible, the Sponsor will, either by the acquisition and retention of easements or other interests in or rights for the use of land or airspace or by the adoption and enforcement of zoning regulations, prevent the construction, erection, alteration, or growth of any structure, tree, or other object in the approach areas of the runways of the Airport, which would constitute an obstruction to air navigation according to the criteria or standards prescribed in Section A of FAA Technical Standard Order No. N18, or Advisory Circular (AC) No. 150/5300—1, whichever is applicable according to the currently approved airport layout plan. In addition, the Sponsor will not erect or permit the erection of any permanent structure or facility which would interfere materially with the use, operation, or future development of the Airport, in any portion of a runway approach area in which the Sponsor has acquired, or may hereafter acquire, property interests permitting it to so control the use made of the surface of the land.

8. All facilities of the Airport developed with Federal aid and all those usable for the landing and taking off of aircraft, will be available to the United States at all times, without charge, for use by military and naval aircraft in common with other aircraft, except that if the use by military and naval aircraft is substantial, a reasonable share, proportional to such use, of the cost of operating and maintaining facilities so used, may be charged. Unless otherwise determined by the FAA, or otherwise agreed to by the Sponsor and the using agency, substantial use of an airport by military and naval aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the FAA, would unduly interefere with use of the landing area by other authorized aircraft, or during any calendar month that:

a. Five (5) or more military or naval aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement and each takeoff as a movement) of military or naval aircraft is 300 or more, or the gross accumulative weight of military or naval aircraft using the Airport (the total movements of military or naval aircraft multiplied by gross certified weights of such aircraft) is in excess of five million pounds.

9. Whenever so requested by the FAA, the Sponsor will furnish without cost to the Federal Government, for construction, operation and maintenance of facilities for air traffic control activities, or weather reporting activities and communication activities related to air traffic control, such areas of land or water, or estate therein, or rights in buildings of the Sponsor as the FAA may consider necessary or desirable for construction at Federal expense of space or facilities for such purposes. The approximate amounts of areas and the nature of the property interests and/or rights so required will be set forth in the Grant Agreement relating to the Project. Such areas or any portion thereof will be made available as provided herein within 4 months after receipt of written request from the FAA.

10. The Sponsor will furnish the FAA with such annual or special airport financial and operational reports as may be reasonably requested. Such reports may be submitted on forms furnished by the FAA, or may be submitted in such manner as the Sponsor elects so long as the essential data are furnished. The Airport and all airport records and documents affecting the Airport, including deeds, leases, operation and use agreements, regulations, and other instruments, will be made available for inspection by any duly authorized representative of the FAA upon reasonable request. The Sponsor will furnish to the FAA, upon request, a true copy of any such document.

11. The Sponsor will not enter into any transaction which would operate to deprive it of any of the rights and powers necessary to perform any or all of the covenants made herein, unless by such transaction the obligation to perform all such covenants is assumed by another public agency found by the FAA to be eligible under the Act and Regulations to assume such obligations and having the power, authority, and financial resources to carry out all such obligations. If any arrangement is made for management or operation of the Airport by any agency or person other than the Sponsor or an employee of the Sponsor, the Sponsor will reserve sufficient rights and authority to insure that the Airport will be operated and maintained in accordance with the Act, the Regulations, and these covenants.

12. The Sponsor will keep up to date at all times an airport layout plan of the Airport showing (1) the boundaries of the Airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Sponsor for airport purposes, and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and (3) the location of all existing and proposed non-aviation areas and of all existing improvements thereon. Such airport layout plan, and each amendment, revision, or modification thereof, shall be subject to the approval of the FAA, which approval shall be evidenced by the signature of a duly authorized representative of the FAA on the face of the airport layout plan. The Sponsor will not make or permit the making of any changes or alterations in the Airport or any of its facilities other than in conformity with the Airport layout plan as so approved by the FAA, if such charges or alterations might adversely affect the safety, utility, or efficiency of the Airport.

13. Insofar as is within its power and to the extent reasonable, the Sponsor will take action to restrict the use of land adjacent to or in the immediate vicinity of the Airport to activities and purposes compatible with normal airport operations including landing and takeoff of aircraft.

14. If at any time it is determined by the FAA that there is any outstanding right or claim of right in or to the Airport property, other than those set forth in Part II, paragraphs 7(a), 7(b), and 7(c), the existence of which creates an undue risk of interference with the operation of the Airport or the performance of the covenants of this Part, the Sponsor will acquire, extinguish, or modify such right or claim of right in a manner acceptable to the FAA.

15. Unless the context otherwise requires, all terms used in these covenants which are defined in the Act and the Regulations shall have the meanings assigned to them therein.

## Part IV—PROJECT AGREEMENT

If the Project or any portion thereof is approved by the FAA, and an offer of Federal aid for such approved Project is accepted by the Sponsor, it is understood and agreed that all airport development included in such Project will be accomplished in accordance with the Act and the Regulations, the plans and specifications for such development, as approved by the FAA, and the Grant Agreement with respect to the Project.

In Witness Whereof, the Sponsor has caused this Project Application to be duly executed in its name, this 23rd day of December, 1968.

[Signature forms and Exhibit "A" omitted]

## NON-DISCRIMINATION IN A FEDERALLY ASSISTED PROGRAM OF THE FEDERAL AVIATION ADMINISTRATION

In order to furnish the assurances required by Title VI of the Civil Rights Act of 1964 and by Part 15 of the Federal Aviation Regulations as amended, the Sponsor named below (hereinafter called the "Sponsor" hereby covenants and agrees with the United States (hereinafter called the Government) as follows:

> The Sponsor, in the operation and use of the airport listed below will not on the grounds of race, color, or national origin discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part 15 of the Federal Aviation Regulations.
>
> The Sponsor will also include, or require the inclusion, in every agreement or concession pursuant to which any person, other than the Sponsor, operates or has the right to operate any facility on the Airport providing services to the public, the foregoing covenant as an obligation assumed by that person, together with a provision granting the Sponsor the right to take such action as the Government may direct to enforce that covenant.
>
> Non-compliance with the above assurances shall constitute a material breach, and in the event of such non-compliance the Government may take appropriate action to enforce compliance, may terminate the Grant Agreement to which this covenant relates, or seek judicial enforcement.

The covenant shall become effective upon execution of a Grant Agreement pursuant to the below identified Project Application and shall constitute part of the Grant Agreement to which it relates and shall remain in full force and effect so long as the airport covered by such agreement continues to be used and operated as a public airport.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

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## Authority Granted for Execution of Agreement with Western Union Telegraph Co. for Installation, Maintenance, Etc. of Service Booths in Terminal Concourse Buildings at Chicago-O'Hare International Airport.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, to authorize execution of agreement with Western Union Telegraph Company for installation, maintenance and operation of telephone service booths at designated locations at Chicago-O'Hare International Airport.

On motion of Alderman Keane the said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda—48.

*Nays*—None.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Aviation and the City Comptroller, subject to approval as to form and legality of the Corporation Counsel, are authorized to execute in behalf of the City of Chicago an agreement with Western Union Telegraph Company at Chicago-O'Hare International Airport, said agreement to be in substantially the following form:

This Agreement made this............................day of ..................................A.D.............................., between the City of Chicago, a municipal corporation of the State of Illinois, hereinafter called "Landlord" and Western Union Telegraph Company, a corporation organized and existing by virtue of the laws of the State of New York, hereinafter called "Tenant".

WITNESSETH:

That Landlord, for and in consideration of the terms and conditions, both general and special, hereinafter contained and made on the part of Tenant, does hereby grant to Tenant for use only by Tenant, the privileges hereinafter described on premises at Chicago-O'Hare International Airport, hereinafter called "Airport" in the City of Chicago, Counties of Cook and DuPage, State of Illinois.

This agreement shall consist of three parts:

Part I—General Conditions
Part II—Special Conditions
numbered 1 to 7
Part III—Exhibits and Attachments
lettered ........ to .........

All constituting the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences, shall be implied or impressed upon such agreement that are not set forth herein at length.

[Part I—General Conditions attached to this ordinance is common to "Part I—General Conditions" printed on pages 3139-3143 of the Journal of the Proceedings of June 26, 1968]

PART II—SPECIAL CONDITIONS

*1. Deletion*

Article XI of the General Conditions of this Agreement is hereby deleted in its entirety.

*2. Premises*

Landlord, for and in consideration of the covenants and agreements herein contained, to be kept and performed by the parties hereto, does hereby grant to Tenant the privilege only to install and operate certain devices hereinafter provided at the Airport at its own expense. Landlord shall furnish light and shall keep the premises in a clean condition.

*3. Purpose*

Tenant may install, operate, and maintain in the Terminal Buildings at the Airport direct line telephone service booths at spaces designated and approved therefor by the Commissioner of Aviation, and for no other purpose or purposes whatsoever and consistent with and subject to all the conditions, limitations and reservations herein contained.

It is agreed and understood by Tenant that the Commissioner may, from time to time during the term of this agreement, in writing, direct the location or relocation, the addition or reduction in number or removal of any or all of said devices placed or installed in the Airport.

Upon termination of this Agreement by lapse of time or as otherwise provided herein, Tenant shall immediately remove from the Airport all of its equipment and devices, and Tenant shall further repair all damages that may have been caused by the installation or removal of said equipment and devices.

*4. Term*

The term of this Agreement shall be for a period commencing February 1, 1969, and terminating January 31, 1971. It is understood and agreed that nothwithstanding the above term, either party may cancel and terminate this Agreement upon ninety (90) days notice to the other party in writing of its election so to do.

*5. Rental*

Tenant, in consideration of the privileges conferred herein during the term hereof, does hereby covenant and agree to pay to the Landlord monthly a sum equal to Ten Percent (10%) of its Gross Receipts. Payments are to be made at the office of the City Comptroller, Room 501, City Hall, Chicago, Illinois, 60602, on or before the Fifteenth (15th) day of each month of the term or portion thereof for its operations of the preceding month. All rental payments due hereunder shall be accompanied with those statements set forth under the provision herein entitled "Records".

*6. Records*

Tenant agrees to record all fees and charges in accordance with accounting practices as may be directed with respect thereto by the Comptroller, which records shall be preserved by the Tenant and made available to Landlord upon demand. Tenant agrees to deliver to Landlord a statement of each month's gross fees and charges, showing Gross Receipts derived therefrom on or before the Fifteenth

(15th) day of the following month, and within thirty (30) days after the end of each lease year, or fractional part of a lease year ending in termination, a statement satisfactory to Landlord, of the Gross Receipts, made during the preceding year. The original of each such statement submitted to Landlord shall be delivered to the Comptroller and a copy to the Commissioner. The yearly statement shall be certified by a Certified Public Accountant if required by the Comptroller. In the event Landlord is not satisfied with any such audit or annual statement and gives Tenant written notice to that effect within sixty (60) days after Landlord's receipt thereof, then Landlord shall have the right, within sixty (60) days thereafter, at Tenant's expense, to cause any reputable audit company, satisfactory to Landlord and Tenant, to reaudit the Gross Receipts made during the period covered by such audit and to recalculate said rentals payable for such period, and such reaudit and/or recalculation shall be accepted by both parties to this Agreement as final. Landlord shall at all reasonable times have the right to examine the record and books of account of Tenant, and to make copies and excerpts therefrom.

The term "Gross Receipts", as used herein, shall be construed to mean, for all purposes hereof, the aggregate amount of all fees, charges and services performed for cash, or credit, or otherwise, of every kind, name and nature, regardless of when or whether or not paid.

In Witness Whereof, the parties hereto have caused this instrument to be executed under their respective seals on the day and year first above written.

[Signature forms omitted]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

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## Authority Granted for Execution of License Agreement with Wisconsin Can Co. for Operation and Maintenance of Existing Approach Light Pole and Transmission Line System across Private Property at Chicago Midway Airport.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, to authorize execution of License Agreement with Wisconsin Can Company for operation, maintenance, etc. of existing approach light pole and transmission line system across private property at Chicago Midway Airport.

On motion of Alderman Keane the said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda—48.

*Nays*—None.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City Comptroller and the Commissioner of Aviation, subject to the approval of the Corporation Counsel as to form and legality, are authorized to execute on behalf of the City of Chicago a License Agreement with the Wisconsin Can Company, said agreement to be in substantially the following forms:

AGREEMENT

This Agreement, made this 17th day of March, 1969, by and between Wisconsin Can Company, an Illinois Corporation, its successors, assigns and grantees (hereinafter referred to as the Licensor) and the City of Chicago, a Municipal Corporation of the State of Illinois and its assigns (hereinafter referred to as the Licensee):

Whereas, The Licensee desires to continue to operate, maintain, renew and remove steel light standard poles and electrical transmission lights across and over the property of the Licensor hereinafter described; and

Whereas, The Licensor shall allow such operation and maintenance on the said property upon the terms and conditions hereinafter outlined.

WITNESSETH:

Now, Therefore, for and in consideration of the sum of Two Thousand Dollars ($2,000.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by the Licensor, and in consideration of the mutual covenants, promises, and agreements herein made, the Licensor hereby grants to the Licensee a license to operate, maintain, renew and remove steel light standard poles and electrical transmission lines across, and over the property of the Licensor at the following location viz:

> Lot 37 (except that part of said lot commencing at point of intersection of the South line of Archer Avenue with the West boundary of said Lot; thence Easterly along the South line of Archer Avenue a distance of 50 feet; thence Southerly parallel to the West boundary of said lot, a distance of 125 feet; thence Westerly on a line parallel to the South line of Archer Avenue, a distance of 50 feet; thence Northerly along the West boundary line of said Lot a distance of 125 feet to the place of beginning) and all of Lot 38 in Subdivision by Executor of Thomas Suffern of the South East Quarter of Section 8, Township 38 North, Range 13 East of the Third Principal Meridian, lying South of center of Archer Avenue,

in the County of Cook, State of Illinois, as shown on Civil Aeronautics Administration, Department of Commerce Plat No. 3-E-4534-1, dated August 3, 1956, attached hereto marked Exhibit "A" and made a part hereof for use in connection with Midway Airport high intensity light line approach system and upon the following terms, provisions, and conditions:

The foregoing construction shall substantially conform as to height of the above ground, location and otherwise as shown on said Exhibit "A".

The Licensee is hereby granted a license or permission to enter upon the foregoing property for the purpose of making the foregoing installations, to repair, service and maintain said installations and to renew, remove and relocate said installations at all reasonable times.

All installations placed upon said property by the Licensee shall be and remain the property of the Licensee and may be removed therefrom by the Licensee at any time.

The foregoing legally described property as of the date of this Agreement is vacant, except for a house located on the North West portion of Lot 37 aforesaid.

In the event that the Licensor should elect to construct a building, buildings, improve or use said legally described property at any time or from time to time, and the Licensor finds in its sole discretion that the Licensee's installations interfere or prevent the Licensor from having such enjoyment of said property, then in this event, the Licensor may serve a thirty days' written notice upon the Licensee temporarily to relocate and thereafter modify its installations on subject premises in such manner not to interfere with any building, buildings, or improvements that the Licensor elects to construct from time to time, except, however, such building or improvement to be erected by the Licensor should not be higher than the crossarms lights as shown on Exhibit "A". The Licensee may be required by said notice to relocate its installations on the top side of any building or improvements that may be erected in the future by the Licensor; and the relocations, construction, reinforcement of any building or improvement for support of said installations, removal, renewal, operation and maintenance of all the Licensee's installations shall be accomplished by the Licensee at its sole cost and expense, and with due diligence and dispatch from the receipt of such notice by the Licensee.

In the event that the Licensee receives such notice from the Licensor and fails to comply with the terms and conditions of this Agreement, then in this event, the Licensor may remove such installations made by the Licensee, all at the Licensee's expense and this Agreement shall terminate without further notice and be of no further force and effect.

The Licensor shall not be liable for damages to property or injuries to persons arising from the construction, operation, maintenance, renewal, or removal of said installations by the Licensee, and the Licensee hereby covenants and agrees to hold the Licensor harmless for any such damages to property or injuries to persons by reason thereof.

This Agreement, with the rights and privileges herein granted, shall be subject to cancellation or termination by either party upon thirty days' written notice to the other party in the event the terms and conditions hereof are not fulfilled or in the event the Licensee abandons the use of the property for the purposes herein granted, otherwise this Agreement shall extend for a term of ten years, terminating on the 9th day of April, 1978.

The Licensee hereby covenants and agrees that on or before the termination of this license, it will remove said installation and the appurtenances connected therewith from the premises of the Licensor and restore said premises to the condition existing at the time of entering upon the same under this license, reasonable and ordinary wear and tear and damages by the elements or by circumstances over which the Licensee has not control excepted.

Licensee shall have the right and privilege of assigning this license to the United States Government, Department of Transportation, Federal Aviation Administration.

In Witness Whereof, The parties hereto have executed these presents in triplicate originals this 17th day of March, 1969.

[Signature forms, Acknowledgment and Exhibit "A" omitted]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

## City Comptroller Authorized to Execute Leases of Certain Properties for Municipal Purposes.

The Committee on Finance submitted a report recommending that the City Council pass proposed ordinances transmitted therewith, to authorize the City Comptroller to lease specified parcels of property for use of City Departments and Agencies.

On separate motions made by Alderman Keane *each* of the said proposed ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda—48.

*Nays*—None.

Said ordinances as passed, read respectively as follows (the Italic heading in each case not being a part of the ordinance):

*Dept. of Human Resources*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from The Northern Trust Company as Trustee under the Last Will and Testament of Joseph L. Lieberman, Halsted Realty Company, Agent, for approximately 800 square feet of space in store located at No. 622 E. 63rd Street; such lease to be approved by the Commissioner of the Department of Human Resources, Division of Human Relations, and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease attached to this ordinance printed on page 5382 of this Council Journal]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

*Infant Welfare Station*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from Mt. Greenwood Post No. 844, Inc., for Legion Hall, approximately 25 feet by 55 feet; including chairs, tables, kitchen facilities, use of public telephone on the premises at No. 3333 W. 111th Street; such lease to be approved by the Acting Commissioner of the Board of Health, and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease attached to this ordinance printed on page 5383 of this Council Journal]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

*14th Ward Ward Office and Yard*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City Comptroller is au-

(Continued on page 5386)

**This Agreement,** Made this ______ day of ______ A. D. 1969, between The Northern Trust Company as Trustee Under the Last Will and Testament of Joseph L. Lieberman, Deceased, by Halsted Realty Company, Agent., as Lessor and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

**Witnesseth:** That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit:

Approximately 800 square feet of space in store located at 622 E. 63rd Street, for a South Side Center for Department of Human Resources, Division of Commission on Human Relations.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of June A. D. 19 69, and ending on the 30th day of May A. D. 19 70. Lessee has the right to terminate this lease upon thirty days' prior written notice. ~~and the right to renew this lease for a further period of~~ ~~on the same terms and rental, by giving to the Lessor —, in either case — days' written notice of its election so to do.~~

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at 6620 S. Halsted Street - 60621 or at such other place as the Lessor from time to time in writing may appoint.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of One Hundred and no/100 - - - - - - - - - - - - - - - ($100.00) Dollars per month, payable in advance on the first day of each calendar month by the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at their own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

Lessor will furnish heat, hot water and electricity.

Lessee will pay for plate glass insurance.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

**In Witness Whereof,** this lease is signed by or on behalf of the parties hereto the day and year first above written.

[Signature forms omitted]

**This Agreement,** Made this day of

A. D. 1969, between Mt. Greenwood Post No. 844, Inc.

, as Lessor and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

**Witnesseth:** That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit:

Legion Hall, approximately 25 feet by 55 feet, including chairs, tables, kitchen facilities, use of public telephone on premises at No. 3333 W. 111th Street, for an Infant Welfare Station, Board of Health.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of April A. D. 19 69, and ending on the 31st day of March A. D. 1971. Lessee has the right to terminate this lease upon thirty days' prior written notice. ~~and the right to renew this lease for a further period of~~

~~on the same terms and rental, by giving to the Lessor in either case days' written notice of its election so to do.~~

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at 3315 W. 111th Street, 60655 or at such other place as the Lessor from time to time in writing may appoint.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of

Forty Four and no/100 - - - - - - - - - - - - - - - - - ($44.00) Dollars per month, payable in advance on the first day of each calendar month by the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessor's own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

Lessor to furnish heat, hot water and electricity and will redecorate.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

**In Witness Whereof,** this lease is signed by or on behalf of the parties hereto the day and year first above written.

[Signature forms omitted]

**This Agreement,** Made this ........ day of ........ A. D. 1969, between Edward A. Kowalski ........, as Lessor, and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

**Witnesseth:** That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: Office building at 5107 S. Racine Avenue, approximately 30 feet by 28 feet, and vacant property in rear, approximately 50 feet by 120 feet, for Ward Office and Yard for the Fourteenth Ward.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of May A. D. 1969, and ending on the 30th day of April A. D. 1974. Lessee has the right to terminate this lease upon thirty days' prior notice. ~~and the right to renew this lease for a further period of~~ ........ ~~on the same terms and rentals by giving to the Lessor .... in either case ........ days' written notice of its election so to do.~~

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at 1314 W. 52nd Street - 60609 or at such other place as the Lessor from time to time in writing may appoint.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of Two Hundred Twenty-five and no/100 - - - - - - - - - - ($225.00) Dollars per month, payable in advance on the first day of each calendar month by the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessor's own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

Lessor shall furnish heat, hot water, electricity, air-conditioning, burglar alarm, plate glass and decorating.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

**In Witness Whereof,** this lease is signed by or on behalf of the parties hereto the day and year first above written.

[Signature forms omitted]

**This Agreement,** Made this First day of May A. D. 1969, between A. Thomas Munizzo and RICHARD M. MUNIZZO as Lessor and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

**Witnesseth:** That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit:

Garage Building at 3131 S. Shields Avenue, 73 feet by 123 feet in size, containing approximately 8,979 square feet, for storage of equipment, 5th, 6th and 7th Sewer Districts.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of May A. D. 19 69, and ending on the 30th day of April A. D. 1974. Lessee has the right to terminate this lease upon thirty days' prior notice. ~~and the right to renew this lease for a further period of~~ ~~on the same terms and rental, by giving to the Lessor ---, in either case --------- days' written notice of its election so to do.~~

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at 302 W. 31st Street - 60616 or at such other p'ace as the Lessor from time to time in writing may appoint.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of Five Hundred Thirty-eight and no/100 - - - - - - - - - ($538.00) Dollars per month, payable in advance on the first day of each calendar month by the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessee

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessor's own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

Lessee to maintain heating equipment, electric garage door, driveway permit fees and electricity.

Lessor to maintain exterior and interior repairs and furnish air-conditioning.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

**In Witness Whereof,** this lease is signed by or on behalf of the parties hereto the day and year first above written.

[Signature forms omitted]

(Continued from page 5381)

thorized to execute on behalf of the City of Chicago, a lease from Edward A. Kowalski, for office building at No. 5107 S. Racine Avenue, approximately 30 feet by 28 feet, and vacant property in rear, approximately 50 feet by 120 feet; such lease to be approved by the Commissioner of the Department of Streets and Sanitation, and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease attached to this ordinance printed on page 5384 of this Council Journal]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

*Dept. of Water and Sewers Garage*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from A. Thomas Munizzo and Richard M. Munizzo, for Garage Building at No. 3131 S. Shields Avenue, 73 feet by 123 feet in size, containing approximately 8,979 square feet; such lease to be approved by the Commissioner of the Department of Water and Sewers, and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease attached to this ordinance printed on page 5385 of this Council Journal]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

## Authority Granted for Execution of Sundry Leases for Space at Navy Pier.

The Committee on Finance submitted a report recommending that the City Council pass seven proposed ordinances transmitted therewith, to authorize execution of sundry leases for space at Navy Pier.

On separate motions made by Alderman Keane *each* of the said proposed ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda—48.

*Nays*—None.

Said ordinances as passed read respectively as follows (the Italic heading in each case not being a part of the ordinance):

*Business Opportunities for the Blind*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Port Director and the City Comptroller, subject to approval as to form and legality of the Corporation Counsel are authorized to execute in behalf of the City of Chicago an agreement with Business Opportunities for the Blind, Inc. said agreement to be in the following form:

This Agreement made this ............. day of .................. A.D. 1969, between the City of Chicago, a municipal corporation of the State of Illinois, hereinafter called "Landlord" and Business Opportunities for the Blind, Inc. Not for Profit, a corporation organized and existing by virtue of the laws of the State of Illinois, hereinafter called "Tenant".

WITNESSETH:

That Landlord, for and in consideration of the terms and conditions, hereinafter contained and made on the part of Tenant, does hereby grant to Tenant for use only by Tenant, the privileges hereinafter described on premises at Navy Pier, Foot of Grand Avenue, Chicago, Illinois 60611, hereinafter called "Pier". A plat of said pier occupied attached hereto and made a part thereof, is shown as Exhibit "A".

*Article I*

This agreement shall be subject and subordinate to:

(a) Any existing or future Federal or State Statute or any existing or future lease or agreement between Landlord and the United States or the State of Illinois, or political subdivisions thereof, relative to the development, construction, operation or maintenance of the Pier, the execution of which has been or may be required as a condition precedent to the expenditure of Federal, State or other public funds for the development, construction, operation or maintenance of said Pier.

(b) The right of Landlord to further develop, improve, maintain, modify and repair Pier, the facilities therein and the roadways and approaches thereto, as it so sees fit, regardless of the desires or views of the Tenant and without interference or hindrance by the Tenant.

*Article II*

The Tenant shall not, without prior approval of the Port Director, the City Comptroller and the City Council, assign or transfer this agreement nor any share, part or interest therein, nor sublet any part thereof, nor any of the rights or privileges granted hereby, nor enter into any contract requiring or permitting the doing of anything hereunder by an independent contractor unless otherwise expressly provided herein. Tenant further agrees that it shall not enter into any agreement of any nature, formal or informal, concerning other business activities at Pier, with any individual, partnership or corporation without prior approval of the Port Director, the City Comptroller and the City Council, it being understood that the only activity that Tenant may conduct directly or indirectly, along or through others, on, upon or from said Pier and facilities located thereon, be they demised to others or under the control of Landlord, is as authorized under the terms of this agreement.

In the event of the issuance of this right or privilege to more than one individual or other legal entity (or to any combination thereof), then and in that event, each and every obligation or undertaking hereinstated to be fulfilled or performed by the Tenant shall be the joint and several obligation of each such individual or other legal entity.

If Tenant is a corporation and if the control thereof changes at any time during the term hereof, then the Port Director, the City Comptroller or the City Council may, at its option, declare such change a breach of this agreement.

It is mutually understood and agreed that nothing contained in this agreement is intended, or shall be construed, as in any wise creating or establishing the relationship of copartners or joint venturers between the parties hereto or as constituting the Tenant as the agent or representative of the Landlord for any purpose or in any manner whatsoever.

### *Article III*

Tenant has examined the premises prior to, and as a condition precedent to, the execution hereof and is satisfied with the physical condition of said premises, and its taking possession thereof will be conclusive evidence of its receipt of said premises in a safe, sanitary and sightly condition and in good repair.

### *Article IV*

Tenant shall not attach, affix, or permit to be attached or affixed, upon the premises, or if so attached or affixed, relocate, replace, alter or modify, without the consent in writing in each instance of the Port Director (hereinafter called "Director") first had and obtained, any flags, placards, signs, poles, wires, aerials, antennae, improvements or fixtures. In connection therewith Director may require submission of proposed designs, floor plans, construction plans, specifications and contract documents therefor and if then approved may incorporate all or part thereof within this agreement as attachments thereto.

### *Article V*

Tenant, at the expense of Tenant, shall keep the premises in a safe, sanitary and sightly condition and good repair and shall restore and yield the same back to Landlord upon the termination of this agreement in such condition and repair, ordinary wear and tear excepted, and if said premises shall not be so kept by Tenant, Landlord may enter the premises (without such entering causing or constituting a termination of the privilege or an interference with the possession of said premises by Tenant) and do all things necessary to restore said premises to the condition herein required, charging the cost and expense thereof to Tenant and Tenant agrees to pay Landlord, in addition to the rent and charges hereby reserved, all such costs and expenses.

### *Article VI*

Tenant covenants and agrees to keep said premises and improvements situated thereat free and clear of any and all liens in any way arising out of the use thereof by Tenant.

In addition to the rent and charges hereinafter outlined, Tenant shall pay all fees, charges, license fees and taxes of whatever nature, if necessary, as required by law or ordinance of the City of Chicago.

Tenant shall assume all risks incident to or in connection with the business to be conducted hereunder and shall be solely responsible for all accidents or injuries of whatever nature or kind to persons or property caused by its operations at said Pier and shall indemnify, defend and save harmless the Landlord, its authorized agents and representatives, from any penalties for violation of any law, ordinance or regulation affecting its operations, and from any and all claims, suits, losses, damages or injuries to persons or property of whatsoever kind or nature arising directly or indirectly out of the operation of such business, or resulting from the carelessness, negligence or improper conduct of the Landlord, Tenant, or any of their agents or employees.

Landlord shall not be liable to Tenant for damage to property of Tenant or any loss of revenues to Tenant resulting from Landlord's acts, omission or neglect in the maintenance and operation of the Pier facilities.

### *Article VII*

Tenant, at the expense of Tenant, shall keep in force, during the term of this agreement, insurance issued by responsible insurance companies, in forms, kinds and amounts as determined and directed by the Comptroller of the City of Chicago (hereinafter called "Comptroller") for the protection of Landlord and/or Tenant. Insurance requirements hereunder shall be subject to the sole determination of the Comptroller.

Said insurance may include, but need not be limited to, insurance coverages commonly known as, or similar in kind to, Public Liability, Products Liability, Property Damage, Fire and Extended Coverage, Workmen's Compensation, Scaffolding Act, and such other insurance coverage as deemed required in the sole determination of the Comptroller. All policies or endorsements thereto shall in all cases where possible name Landlord as co-insured thereunder.

Upon approval by said Comptroller of all insurance required, in the forms, kinds and amounts directed to be procured, Tenant shall deliver all policy originals or duplicate originals and endorsements thereto to the Comptroller for incorporation within this agreement as attachment thereto. In any event, Tenant is not to commence to exercise any of the rights and privileges granted under this agreement until such time as all insurance directed and required to be furnished by Tenant is in full force and effect.

Tenant expressly understands and agrees that any insurance protection furnished by Tenant hereunder shall in no way limit its responsibility to indemnify and save harmless Landlord under the provisions of Article VI of this agreement.

### *Article VIII*

In the event the premises or the building of which the premises are a part shall be damaged or destroyed by fire or other casualty, the same may be promptly repaired or rebuilt by Landlord at its expense as soon as funds are available but Landlord shall not be obligated to repair, rebuild, restore or replace any fixtures, equipment, displays or other property installed by Tenant or others pursuant to this agreement.

Provided, however, that Landlord may elect, at its sole option, not to repair or reconstruct the premises or the building, of which the premises are a part, and upon written notice of such election from Landlord to Tenant the obligation of Tenant to pay rent shall cease and this agreement shall thereupon terminate.

### *Article IX*

Landlord hereby grants to Tenant the right of access and ingress to and egress from the premises by Tenant and its employees, contractors, suppliers, servicemen, sublessees, if authorized, guests, patrons and invitees; provided, that such rights of access, ingress and egress, are at all times exercised in conformance with the further provisions of this agreement and any and all regulations promulgated by Landlord or the Director, or other lawful authority, for the care, operation, maintenance and protection of the Pier and the public.

Operations to be conducted by the Tenant under this agreement shall be done at the sole expense of the Tenant and shall be subject to general inspection by the Landlord to insure a continuing quality of services commensurate with the standards provided for in this agreement and to such other provisions of related agreements as may be pertinent as entered into between Landlord and others governing the use of and operations at the Pier.

Tenant does further covenant, promise and agree that said Tenant will not employ any person or persons in or about the premises or on the Pier who shall be objectionable to the Director and if such persons shall be employed by Tenant, he, she, or they, shall be removed upon request of said Director.

Tenant agrees to use its best efforts in every proper manner to maintain and develop the business conducted by it under this agreement and increase same and not to divert or cause, or allow, to be diverted, any business from Pier.

### *Article X*

This agreement shall not and will not, nor shall any copy thereof, or any statement, paper or affidavit, in any way or manner referring hereto, be filed in the office of the Recorder of Deeds of Cook County, Illinois, or in any other public office, by Tenant or anyone acting for Tenant and that if the same be so filed, this agreement and each and every provision hereof shall, at the option of Landlord, be and become absolutely null and void and Landlord may declare such filing a breach of this agreement.

### *Article XI*

If Tenant shall vacate or abandon the premises, or any part thereof, or permit the same to remain vacant or unoccupied, or in case of the nonpayment of the rent and charges reserved hereby, or any part thereof, or of the breach of any covenant in this agreement contained, Tenant's right to the possession of the premises thereupon shall terminate, with or without any notice or demand whatsoever, and the mere retention of possession thereafter by Tenant, shall constitute a forcible detainer of said premises, and if the Landlord so elects, but not otherwise, this agreement shall thereupon terminate and upon the termination of Tenant's right of possession, as aforesaid, whether this agreement be terminated or not, Tenant agrees to surrender possession of the premises immediately, without the receipt of any demand for rent, notice to quit or demand for possession of the premises whatsoever, and Tenant hereby grants to Landlord full and free license to enter into and upon said premises, or any part thereof, to take possession thereof without process of law and to expel and remove Tenant, or any other person who may be occupying the premises, or any part thereof and Landlord may use such force in and about expelling and removing Tenant and said other persons as may reasonably be necessary and Landlord may repossess itself of the said premises as of its former estate, but said entry of said premises shall not constitute a trespass or forcible entry or detainer, not shall it cause forfeiture of charges due by virtue hereof, nor a waiver of any covenant, agreement or promise in said agreement contained, to be performed by Tenant.

Tenant hereby waives all notice of any election made by Landlord under this agreement, demand for rent, notice to quit, demand for possession, and any and all notices and demands whatsoever, of any and every nature, which may or shall be required by any statute of this State relating to forcible entry and detainer, or to Landlord and Tenant, or any other statute, or by the common law during the terms of this agreement. The acceptance of rent, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by Tenant, or the giving or making of any notice or demand, whether according to any statutory provisions or not, or any act or series of acts, except an express written waiver, shall not be construed as a waiver of Landlord's right to act without notice or demand or of any other right hereby given Landlord, or as an election not to proceed under the provisions of this agreement.

If default be made in the payment of the rent, or other charges herein reserved, or of any installment thereof, as herein provided, Tenant does hereby irrevocably constitute any attorney of any Court of Record in this State, attorney for it and in its name, from time to time, to waive the issuance of process and service thereof, to waive trial by jury, to confess judgment in favor of Landlord and against Tenant for the amount of rent which may be then due, by virtue of the terms hereof, or of any extensions or renewals hereof, or by virtue of any holdover after the termination hereof, and which may be in default, as aforesaid, together with the costs of such proceedings and for said purposes to file in said cause his cognovit thereof, and to make an agreement in said cognovit, or elsewhere, waiving and releasing all errors which may intervene in any such proceeding and waiving and releasing all right of appeal and right to writ of error, and consenting to an immediate execution upon such judgment, and Tenant hereby confirms all that said attorney may lawfully do by virtue hereof. Landlord shall have a first lien on Tenant's interest hereunder, and on Tenant's property now or hereafter located in said premises, or elsewhere, to secure the payment of all moneys due hereunder, which lien may be foreclosed in equity and in case of any such foreclosure proceeding, a receiver shall be appointed to take possession of said premises and property and relet the premises under order of court.

The obligation of Tenant to pay the rent reserved hereby during the balance of the term hereof, or during any extension thereof, shall not be deemed to be waived, released or terminated, nor shall the right and power to confess judgment given in the preceding paragraph hereof be deemed to be waived or terminated by the service of any five-day notice, other notice to collect, demand for possession, or notice that the tenancy hereby created will be terminated on the date therein named, the institution of any action of forcible detainer or ejectment, or any judgment for possession that may be rendered in such action, or any other act or acts resulting in the termination of Tenant's right to possession of the premises. The Landlord may collect and receive any rent due from Tenant and payment or receipts thereof shall not waive or affect any such notice, demand, suit or judgment, or in any manner whatsoever waive, affect, change, modify or alter any rights or remedies which Landlord may have by virtue hereof.

Tenant shall pay and discharge all costs, expenses and attorney's fees which shall be incurred and expended by Landlord in enforcing the covenants and agreements of this agreement, whether by the institution of litigation or in the taking advice of counsel, or otherwise.

The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

### *Article XII*

Tenant shall observe and comply with all laws, ordinances, rules and regulations of the United States Government, State of Illinois, County of Cook, City of Chicago and all agencies thereof which may be applicable to its operations or to the operation, management, maintenance or administration of the Pier, now in effect or hereafter promulgated.

### *Article XIII*

Tenant, upon performing the covenants, conditions and agreements herein contained, shall and may peacefully have, hold and enjoy the premises and privileges hereinafter granted.

### *Article XIV*

Landlord may furnish security service, heat, sanitary facilities and utilities as designated at outlets and at points as shown on attachment hereto. Tenant shall pay any and all charges and costs therefor whether or not metered or billed directly from Landlord upon estimates of such costs made solely by landlord.

### *Article XV*

To insure faithful performance of the covenants, conditions and agreements herein contained, Tenant, at the expense of Tenant shall, before exercising any rights or privileges accorded hereunder, furnish a bond in form, kind and amount as determined and directed solely by the Comptroller for incorporation within this agreements as attachment thereto.

### *Article XVI*

Tenant agrees that in performing under this agreement it shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, age, or national origin, nor otherwise commit an unfair employment practice. Tenant further agrees that this article will be incorporated by Tenant in all contracts entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this agreement. Attention is called to Executive Order 11246 issued September 24, 1965, 3 CFR p. 567, 1966; The Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241 et sub.: to the State Acts approved July 28, 1961, Ill. Rev. Stat. 1967, CH. 38, Secs. 13-1 to 13-4 inclusive; July 8, 1933, Ill. Rev. Stat. 1967, CH. 29, Secs. 17 to 24 inclusive: July 21, 1961, Ill. Rev. Stat. 1967, CH. 48, Secs. 851 to 866 inclusive, and July 26, 1967, Ill. Rev. Stat. 1967, CH. 48, Secs. 881 to 887 inclusive, and an ordinance passed by the City Council of the City of Chicago, August 21, 1945, page 3877 of the Journal of the Proceedings.

To demonstrate compliance the Tenant and his contractors and subcontractors will furnish such reports and information as requested by the Chicago Commission on Human Relations.

### *Article XVII*

Tenant, shall pay, or cause to be paid, wages not less than those determined to be prevailing for this locality pursuant to the provisions of 29 CFR, Parts 4 and 5, as amended, or as may otherwise have been determined to be prevailing in this locality pursuant to the provisions of CH. 48, Secs. 39s-1 to 39s-12 inclusive, Ill. Rev. Stat. 1967, whichever is the greater.

### *Article XVIII*

This agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Illinois.

### *Article XIX*

*1. Premises*

Landlord leases to Tenant space on the First floor of the South Head House appearing in red on the attached Exhibit "A".

*2. Purpose*

Tenant shall use the demised premises to vend at retail tobacco products, candy and confections, packaged snacks, beverages, ice cream package items, sundries, and such other products as approved in writing by the Director.

*3. Term*

The term of this Agreement shall begin on the ........... day of ...................., 1969, the date of approval of the authorizing ordinance by the City Council, and terminate two years thereafter subject to cancellation by either party on ninety (90) days' notice in writing.

*4. Operations*

A. Tenant shall provide, maintain and remove, at its own cost and expense, all equipment necessary for the conduct of said concession herein granted.

B. Tenant agrees to sell the products set forth in paragraph 2 hereof at such prices as may be approved from time to time by the Director, it being understood that such approval will not be withheld if the proposed prices do not exceed prices for similar products in the City of Chicago. Landlord's determination of reasonable prices shall control.

C. No vending machines may be utilized in the conduct of the concession herein granted.

D. Tenant agrees to pay Landlord all charges and costs for utilities supplied by Landlord whether or not metered or billed directly from Landlord upon estimates of such costs made solely by Landlord.

*5. Rental*

A. Tenant agrees to pay Landlord as rent for the demised premises the annual sum of one dollar ($1.00) in advance at the offices of the City Comptroller, Room 501 City Hall, Chicago, Illinois 60602.

B. In addition thereto, Tenant agrees to pay Landlord Ten Percent (10%) of the Gross Annual Receipts in excess of eighteen thousand dollars ($18,000).

C. Tenant shall furnish to the City Comptroller, with a copy to the Director, on or before the 20th day following the last day of each calendar month during the term of this Agreement, a statement, certified in such manner as said Comptroller may prescribe, of the Gross Monthly Receipts during the preceding month, or portion thereof.

D. Tenant shall furnish to the City Comptroller, with a copy to the Director, on or before the 20th day following the last day of each anniversary date of this Agreement, a statement, certified in such manner as said Comptroller may prescribe, of Gross Annual Receipts during the preceding year accompanied by payment of the agreed percentage of the Annual Gross Receipts in excess of eighteen thousand dollars ($18,000).

Notwithstanding the foregoing, if any rental and/or percentage rental commences otherwise than as of the first day of any month or terminates prior to the last day of any month, rental and/or percentage rental for such month shall be determined on a pro-rata basis according to the number of days of such month involved.

*6. Records*

Tenant shall:

A. Maintain, in accordance with accepted accounting practices, during the term of this Agreement and for one year after the termination and expiration thereof, and for a further period extending until the City Comptroller shall give written consent to the disposal thereof, records and books of account recording all transactions at, through, or in any way connected with the operation of its concession at the Pier. Upon request from the City Comptroller, such books of account and records shall be made available to the City Comptroller at a convenient location within the City of Chicago, Illinois.

B. Permit in ordinary business hours during the term of this Agreement, and for any period thereafter during which said records shall be maintained in accordance with subparagraph 6A hereof, the examination and audit by officers, employees, and representatives of Landlord of such records and books of account.

### *Article XX*

Notices to the Landlord provided for herein may be sent by registered mail, postage prepaid, addressed to the Port Director of the City of Chicago, Navy Pier, Chicago, Illinois, 60611, and notices to Tenant provided for herein may be sent by registered mail, postage prepaid, addressed to Tenant at Business Opportunities for the Blind, Inc., 53 West Jackson Blvd., Chicago, Ill. 60604.

Execution of this Agreement authorized by ordinance of the City Council of the City of Chicago passed .................. (C.J.P. ..........).

In Witness Whereof, the parties hereto have caused this instrument to be signed in triplicate under their respective seals on the day and year first above written.

[Signature forms and Exhibit "A" omitted]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *John Foli*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Port Director and the City Comptroller, subject to approval as to form and legality of the Corporation Counsel are authorized to execute in behalf of the City of Chicago an agreement with John Foli, said agreement to be in the following form:

This Agreement made this..............................day of ...................................A.D., 1969,..................., between the City of Chicago, a municipal corporation of the State of Illinois, hereinafter called "Landlord" and John Foli, an individual, hereinafter called "Tenant".

WITNESSETH:

That Landlord, for and in consideration of the terms and conditions, hereinafter contained and made on the part of Tenant, does hereby grant to Tenant for use only by Tenant, the privileges hereinafter described on premises at Navy Pier, Foot of Grand Avenue, Chicago, Illinois 60611, hereinafter called "Pier". A plat of said pier occupied is attached hereto and made a part thereof, and is shown as Exhibit "A".

[Articles I to XVIII inclusive contained in this ordinance are identical to Articles I to XVIII as printed on pages 5386-5389 of this Council Journal]

### *Article XIX*

*1. Premises*

Landlord grants to Tenant the non-exclusive privilege to use sixty-one feet (61′), more or less, of the concrete wharf and dock area appearing in red on the attached Exhibit "A" and the non-exclusive privilege to use the Five foot walkway from Streeter Drive to the said wharf for egress and ingress.

*2. Purpose*

Tenant shall use the demised premises to operate an excursion boat from said premises to the Government Pier and for no other purpose.

*3. Term*

The term of this Agreement shall begin on the ...........day of......................................, 1969, the date of approval of the authorizing ordinance by the City Council, and terminate two years thereafter subject to cancellation by either party on ninety (90) days' notice in writing.

*4. Operations*

Tenant agrees to charge rates only as may be approved by the Director from time to time, it being understood that such approval will not be withheld if the proposed rates do not exceed rates for similar services in the City of Chicago. Landlord's determination of reasonable rates shall control.

*5. Rental*

A. Tenant agrees to pay Landlord annually in advance for the privileges herein granted the sum of three hundred and no/100 dollars ($300.00) or Ten Percent (10%) of the Annual Gross Receipts, whichever is greater.

B. On the commencement date of this Agreement and on the Anniversary date annually thereafter during the term of this Agreement, Tenant shall pay his annual lump sum rental at the offices of the City Comptroller, Room 501 City Hall, Chicago, Illinois 60602.

C. Tenant shall furnish to the City Comptroller, with a copy to the Director, on or before the 20th day following the last day of each calendar month during the term of this Agreement, a statement, certified in such manner as said Comptroller may prescribe, of the gross monthly receipts, or lack of same as the case may be, during the preceding month, or portion thereof.

D. In the event that Ten Percent (10%) of the Tenant's gross annual receipts exceeds the annual lump sum rental figure hereinabove provided, then, on or before the 20th of the month following the anniversary date of this Agreement, Tenant shall pay at the offices of the City Comptroller the difference between said annual rental and ten percent of the gross annual receipts.

Notwithstanding the foregoing, if any rental and/or percentage rental commences otherwise than as of the first day of any month or terminates prior to the last day of any month, rental and/or percentage rental for such month shall be determined on a pro-rata basis according to the number of days of such month involved.

*6. Records*

Tenant shall:

A. Maintain, in accordance with accepted accounting practice, during the term of this Agreement, and for one year after the termination or expiration thereof, and for a further period extending until the City Comptroller shall give written consent to the disposal thereof, records and books of account recording all transactions at, through, or in any way connected with the operation of its concession at the Pier. Upon request from the City Comptroller, such books of account and records shall be made available to the City Comptroller at a convenient location within the City of Chicago, Illinois.

B. Permit in the ordinary business hours during the term of this Agreement, and for any period thereafter during which such records shall be maintained in accordance with subparagraph 6A hereof, the examination and audit by the officers, employees, and representatives of Landlord of such records and books of account.

*Article XX*

Notices to the Landlord provided for herein may be sent by registered mail, postage prepaid, addressed to the Port Director of the City of Chicago, Navy Pier, Chicago, Illinois, 60611, and notices to Tenant provided for herein may be sent by registered mail, postage prepaid, addressed to Tenant at John Foli, 647 Melrose, Chicago, Illinois 60657.

Execution of this Agreement authorized by ordinance of the City Council of the City of Chicago passed ..............................(C.J.P.................................).

In Witness Whereof, the parties hereto have caused this instrument to be signed in triplicate under their respective seals on the day and year first above written.

[Signature forms and Exhibit "A" omitted]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *George Kozel*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Port Director and the City Comptroller, subject to approval as to form and legality of the Corporation Counsel are authorized to execute in behalf of the City of Chicago an agreement with George Kozel, said agreement to be in the following form:

This Agreement made this ........................ day of ..................................A.D. 1969, between the City of Chicago, a municipal corporation of the State of Illinois, hereinafter called "Landlord" and George Kozel, an individual, hereinafter called "Tenant".

WITNESSETH:

That Landlord, for and in consideration of the terms and conditions, hereinafter contained and made on the part of Tenant, does hereby grant to Tenant for use only by Tenant, the privileges hereinafter described on premises at Navy Pier, Foot of Grand Avenue, Chicago, Illinois 60611, hereinafter called "Pier".

[Articles I to XVIII inclusive contained in this ordinance are identical to Articles I to XVIII as printed on pages 5386-5389 of this Council Journal]

*Article XIX*

1. *Premises*

A. Landlord leases to Tenant that space inside the frame building and yard space adjacent thereto appearing in red on the attached Exhibit "A" bearing the street address of 142 Streeter Drive, Chicago, Illinois 60611.

B. Landlord grants to Tenant the non-exclusive privilege to use the Two Hundred Feet (200'), more or less, of the concrete wharf and dock lying adjacent to the demised premises and appearing in blue on said Exhibit "A".

C. Landlord grants to Tenant the non-exclusive privilege to use the Five foot walkway from Streeter Drive to the said wharf for egress and ingress.

2. *Purpose*

Tenant shall use the demised premises for the business of selling fish, bait and other fisherman's supplies, and to operate as a commercial fisherman, and for no other purpose.

3. *Term*

The term of this Agreement shall begin on the ........................day of............................, 1969, the date of approval of the authorizing ordinance by the City Council, and terminate two years thereafter subject to cancellation by either party on ninety (90) days' notice in writing.

4. *Rental*

Tenant agrees to pay Landlord as rental for the premises leased and the privileges granted as follows:

The total annual rental of nine hundred ninety-eight and no/100 dollars ($998.00) is to be paid in monthly installments, in advance, in the sum of eighty-three and 17/100 dollars ($83.17) at the offices of the City Comptroller, Room 501 City Hall, Chicago, Illinois 60602.

Notwithstanding the foregoing, if any rental and/or percentage rental commences otherwise than as of the first day of any month or terminates prior to the last day of any month, rental and/or percentage rental for such month shall be determined on a pro-rata basis according to the number of days of such month involved.

5. *Records*

Tenant shall:

A. Maintain, in accordance with accepted accounting practice, during the term of this Agreement, and for one year after the termination or expiration thereof, and for a further period extending until the City Comptroller shall give written consent to the disposal thereof, records and books of account recording all transactions at, through, or in any way connected with the operation of its concession at the Pier. Upon request from the City Comptroller, such books of account and records shall be made available to the City Comptroller at a convenient location within the City of Chicago, Illinois.

B. Permit in the ordinary business hours during the term of this Agreement, and for any period thereafter during which such records shall be maintained in accordance with subparagraph 6A hereof, the examination and audit by the officers, employees, and representatives of Landlord of such records and books of account.

*Article XX*

Notices to the Landlord provided for herein may be sent by registered mail, postage prepaid, addressed to the Port Director of the City of Chicago, Navy Pier, Chicago, Illinois, 60611, and notices to Tenant provided for herein may be sent by registered mail, postage prepaid, addressed to Tenant at George Kozel, 5921 South Merrimac Street, Chicago, Illinois 60638.

Execution of this Agreement authorized by ordinances of the City Council of the City of Chicago passed ..............................(C.J.P.................................).

In Witness Whereof, the parties hereto have caused this instrument to be signed in triplicate under their respective seals on the day and year first above written.

[Signature forms and Exhibit "A" omitted]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Licensed Pilots & Tugmen's Pension Fund*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Port Director and the City Comptroller, subject to approval as to form and legality of the Corporation Counsel are authorized to execute in behalf of the City of Chicago an agreement with Licensed Pilots & Tugmen's Pension Fund, said agreement to be in the following form:

This Agreement made this............................day of ...............................................A.D., 1969, between the City of Chicago, a municipal corporation of the State of Illinois, hereinafter called "Landlord" and Licensed Pilots & Tugmen's Pension Fund, a voluntary Association, hereinafter called "Tenant".

WITNESSETH:

That Landlord, for an in consideration of the terms and conditions, hereinafter contained and made on the part of Tenant, does hereby grant to Tenant for use only by Tenant, the privileges hereinafter described on premises at Navy Pier, Foot of Grand Avenue, Chicago, Illinois 60611, hereinafter called "Pier". A plat of said pier occupied is attached hereto and shown as Exhibit "A".

[Articles I to XVIII inclusive contained in this ordinance are identical to Articles I to XVIII as printed on pages 5386-5389 of this Council Journal]

*Article XIX*

1. *Premises*

Landlord leases to Tenant two rooms on the second floor of the southwest corner of the North Head House appearing in red on the attached Exhibit "A" amounting to 420 square feet.

2. *Purpose*

Tenant shall use the demised premises for an office and for no other purpose.

3. *Term*

The term of this Agreement shall begin on the ...............day of.................................., 1969, the date of approval of the authorizing ordinance by the City Council, and terminate two years thereafter subject to cancellation by either party on ninety (90) days' notice in writing.

4. *Rental*

Tenant shall pay as rental for the demised premises the annual sum of six hundred thirty and no/100 dollars ($630.00) at the rate of $1.50 per square foot, in equal monthly installments in advance in the sum of fifty-two and 50/100 dollars ($52.50) at the offices of the City Comptroller, Room 510 City Hall, Chicago, Illinois 60602.

Notwithstanding the foregoing, if any rental and/or percentage rental commences otherwise than as of the first day of any month or terminates prior to the last day of any month, rental and/or percentage rental for such month shall be determined on a pro-rata basis according to the number of days of such month involved.

*Article XX*

Notices to the Landlord provided for herein may be sent by registered mail, postage prepaid, addressed to the Port Director of the City of Chicago, Navy Pier, Chicago, Illinois, 60611, and notices to Tenant provided for herein may be sent by registered mail, postage prepaid, addressed to Tenant at Licensed Pilots & Tugmen's Pension Fund, c/o P. J. Cullnan, Jr., 2970 North Lake Shore Drive, Chicago, Illinois, 60657.

Execution of this Agreement authorized by ordinance of the City Council of the City of Chicago passed ............................(C.J.P...............................).

In Witness Whereof, the parties hereto have caused this instrument to be signed in triplicate under their respective seals on the day and year first above written.

[Signature forms and Exhibit "A" omitted]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Joseph Panzo d/b/a Rocky & Sons Bait Shop*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Port Director and the City Comptroller, subject to approval as to form and legality of the Corporation Counsel are authorized to execute in behalf of the City of Chicago an agreement with Joseph Panzo d/b/a Rocky & Sons Bait Shop, said agreement to be in the following form:

This Agreement made this...........................day of ...............................................A.D., 1969, between the City of Chicago, a municipal corporation of the State of Illinois, hereinafter called "Landlord" and Joseph Panzo, an individual, d/b/a Rocky & Sons Bait Shop, hereinafter called "Tenant".

WITNESSETH:

That Landlord, for an in consideration of the terms and conditions, hereinafter contained and made on the part of Tenant, does hereby grant to Tenant for use only by Tenant, the privileges hereinafter described on premises at Navy Pier, Foot of Grand Avenue, Chicago, Illinois 60611, hereinafter called "Pier". A plat of said Pier area to be occupied is attached hereto and marked Exhibit "A".

[Articles I to XVIII inclusive contained in this ordinance are identical to Articles I to XVIII as printed on pages 5386-5389 of this Council Journal]

*Article XIX*

1. *Premises*

A. Landlord leases to Tenant that space inside the frame building and yard space adjacent thereto appearing in red on the attached Exhibit "A" and bearing the street address of 144 Streeter Drive, Chicago, Illinois, 60611.

B. Landlord grants to Tenant the non-exclusive privilege to use the Two Hundred Feet (200′) more or less, of the Concrete Wharf and Dock lying adjacent to the demised premises and appearing in blue on said Exhibit "A".

C. Landlord grants to Tenant the non-exclusive privilege to use the Five foot walkway from Streeter Drive to the said Wharf for egress and ingress.

2. *Purpose*

Tenant shall use the demised premises for the business of selling fish, bait and other fisherman's supplies, and to operate as a commercial fisherman, and for no other purpose.

3. *Term*

The term of this Agreement shall begin on the ..................day of.............................., 1969, the date of approval of the authorizing ordinance by the City Council, and terminate two years thereafter subject to cancellation by either party on ninety (90) days' notice in writing.

*4. Rental*

Tenant agrees to pay Landlord as rental for the premises leased and the privileges granted as follows:

A. For the rental of 975 square feet, more or less, of space inside the frame building, the sum of nine hundred seventy-five and no/100 dollars ($975.00) at the rate of one dollar ($1.00) per square foot; and,

B. For the rental of 1155 square feet, more or less, of yard space outside said frame building, the sum of two hundred eighty-nine and no/100 dollars ($289.00) at the rate of twenty-five cents (25¢) per square foot; and,

C. For the non-exclusive privilege of using the wharf and dock area the lump sum of three hundred and no/100 dollars ($300.00).

Notwithstanding the foregoing, if any rental and/or percentage rental commences otherwise than as the first day of any month or terminates prior to the last day of any month, rental and/or percentage rental for such month shall be determined on a pro-rata basis according to the number of days of such month involved.

The total annual rental of fifteen hundred and sixty-four and no/100 dollars ($1,564.00) is to be paid in monthly installments, in advance, in the sum of one hundred thirty and 33/100 dollars ($130.33) at the offices of the City Comptroller, Room 501 City Hall, Chicago, Illinois 60602.

*5. Records*

Tenant shall:

A. Maintain, in accordance with accepted accounting practice, during the term of this Agreement, and for one year after the termination or expiration thereof, and for a further period extending until the City Comptroller shall give written consent to the disposal thereof, records and books of account recording all transactions at, through, or in any way connected with the operation of its concession at the Pier. Upon request from the City Comptroller, such books of account and records shall be made available to the City Comptroller at a convenient location within the City of Chicago, Illinois.

B. Permit in ordinary business hours during the term of this Agreement, and for any period thereafter during which such records shall be maintained in accordance with subparagraph 5A hereof, the examination and audit by the officers, employees, and representatives of Landlord of such records and books of account.

### *Article XX*

Notices to the Landlord provided for herein may be sent by registered mail, postage prepaid, addressed to the Port Director of the City of Chicago, Navy Pier, Chicago, Illinois, 60611, and notices to Tenant provided for herein may be sent by registered mail, postage prepaid, addressed to Tenant at Joseph Panzo, 1954 West Superior Street, Chicago, Illinois 60612.

Execution of this Agreement authorized by ordinance of the City Council of the City of Chicago passed ............................(C.J.P...............................).

In Witness Whereof, the parties hereto have caused this instrument to be signed in triplicate under their respective seals on the day and year first above written.

[Signature forms and Exhibit "A" omitted]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

## *Pier Sandwich Shop, Inc.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Port Director and the City Comptroller, subject to approval as to form and legality of the Corporation Counsel are authorized to execute in behalf of the City of Chicago an agreement with Pier Sandwich Shop, Inc., said agreement to be in the following form:

This Agreement made this ...................... day of ...................................... A.D., 1969, between the City of Chicago, a municipal corporation of the State of Illinois, hereinafter called "Landlord" and Pier Sandwich Shop, Inc., a corporation organized and existing by virtue of the laws of the State of Illinois, hereinafter called "Tenant".

WITNESSETH:

That Landlord, for an in consideration of the terms and conditions, hereinafter contained and made on the part of Tenant, does hereby grant to Tenant for use only by Tenant, the privileges hereinafter described on premises at Navy Pier, Foot of Grand Avenue, Chicago, Illinois 60611, hereinafter called "Pier". Plats of said Pier occupied attached hereto, and made a part thereof, are shown as Exhibits "A", "B", "C" and "D".

[Articles I to XVIII inclusive contained in this ordinance are identical to Articles I to XVIII as printed on pages 5386-5389 of this Council Journal]

### *Article XIX*

*1. Premises*

A. Landlord leases to Tenant that space in the yard area fronting on Streeter Drive appearing in red on the attached Exhibit "A" bearing a street address of 148 Streeter Drive.

B. Landlord leases to Tenant that space near the intersection of Streeter Drive and Illinois Street appearing in red on the attached Exhibit "B" bearing a street address of 54 Streeter Drive.

C. Landlord leases to Tenant that space on the Second floor of the South Exhibition Hall appearing in red on the attached Exhibit "C".

D. Landlord grants to Tenant the privilege to use "lean to" areas in both the North Exhibition Hall and the South Exhibition Hall appearing in red on the attached Exhibit "D" and such other areas in said Exhibition Halls on written authorization of the Director.

*2. Purpose*

Tenant shall use the demised premises for the purpose of operating a restaurant, cafeteria and food service business both from fixed areas and from vending wagons and to vend at retail all those products normally handled by such a business and for no other purpose.

*3. Term*

The term of this Agreement shall begin on the .................. day of ............................, 1969, the date of approval of the authorizing ordinance by the City Council, and terminate two years thereafter subject to cancellation by either party on ninety (90) days' notice in writing.

*4. Operations*

A. Tenant agrees to operate its concession granted herein at the locations referred to in subparagraph 1D hereof only at such times as may be requested in writing by the Director.

B. Tenant agrees to provide, maintain and remove, at its own cost and expense, all equipment necessary for the conduct of the concession herein granted.

C. Tenant agrees to pay Landlord all charges and costs for utilities supplied by Landlord whether or not metered or billed directly from Landlord upon estimates of such costs made solely by Landlord.

D. Tenant agrees to charge for the products sold under its concession herein granted such prices as may be approved from time to time by the Director, it being understood that such approval will not be withheld if the proposed prices do not exceed prices for similar products in the City of Chicago. Landlord's determination of reasonable prices shall control.

E. No vending machines may be utilized in the operation of the concession herein granted.

5. *Rental*

A. Tenant agrees to pay Landlord either a monthly rental of Ten Percent (10%) of the Gross Monthly Receipts, whichever is greater, as rental for the premises demised herein and for the privilege herein granted.

B. The monthly rental payment shall be two hundred thirty-two and 50/100 dollars ($232.50) which is one-twelfth of the annual rental of twenty-seven hundred ninety and no/100 dollars ($2,790.-00) calculated as follows:

1. For the rental of the premises described in subparagraph 1A hereof, the sum of three hundred seventy-eight and no/100 dollars ($378.00), for 378 square feet, more or less, at the rate of one dollar ($1.00) per square foot; and
2. For rental of the premises described in subparagraph 1B hereof, the sum of two hundred ninety and no/100 dollars ($290.00) for 290 square feet, more or less, at the rate of one dollar ($1.00) per square foot; and
3. For rental of the premises described in subparagraph 1C hereof, the sum of twenty-one hundred twenty-two and no/100 dollars ($2,-122.00), for 2122 square feet, more or less, at the rate of one dollar ($1.00) per square foot;

and shall be paid monthly in advance at the offices of the City Comptroller, Room 501 City Hall, Chicago, Illinois 60602.

C. Tenant shall furnish to the City Comptroller, with a copy to the Director, on or before the 20th day following the last day of each calendar month during the term of this Agreement, a statement, certified in such manner as said Comptroller may prescribe, of the Gross Monthly Receipts during the preceding month, or portion thereof, accompanied by payment at the agreed percentage on all Gross Monthly Receipts in excess of twenty-three hundred twenty-five and no/100 dollars ($2,325.00).

Notwithstanding the foregoing, if any rental and/or percentage rental commences otherwise than as of the first day of any month or terminates prior to the last day of any month, rental and/or percentage rental for such month shall be determined on a pro-rata basis according to the number of days of such month involved.

6. *Records*

Tenant shall:

A. Maintain, in accordance with accepted accounting practices, during the term of this Agreement and for one year after the termination and expiration thereof, and for a further period extending until the City Comptroller shall give written consent to the disposal thereof, records and books of account recording all transactions at, through, or in any way connected with the operation of its concession at the Pier. Upon request from the City Comptroller, such books of account and records shall be made available to the City Comptroller at a convenient location within the City of Chicago, Illinois.

B. Permit in ordinary business hours during the term of this Agreement, and for any period thereafter during which such records shall be maintained in accordance with subparagraph 6A hereof, the examination and audit by the officers, employees, and representatives of Landlord of such records and books of account.

*Article XX*

Notices to the Landlord provided for herein may be sent by registered mail, postage prepaid, addressed to the Port Director of the City of Chicago, Navy Pier, Chicago, Illinois 60611, and notices to Tenant provided for herein may be sent by registered mail, postage prepaid, addressed to Tenant at Pier Sandwich Shop, Inc., Navy Pier, Chicago, Illinois 60611.

Execution of this Agreement authorized by ordinance of the City Council of the City of Chicago passed ..............................(C.J.P.................................).

In Witness Whereof, the parties hereto have caused this instrument to be signed in triplicate under their respective seals on the day and year first above written.

[Signature forms and Exhibits "A" to "D" omitted]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

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## First Amendment Authorized to Lease Agreement with North Pier Terminal Co. for Space at Navy Pier.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Port Director and the City Comptroller, subject to approval as to form and legality of the Corporation Counsel are authorized to execute in behalf of the City of Chicago an agreement with North Pier Terminal Co., said agreement to be in substantially the following form:

FIRST AMENDMENT TO AGREEMENT BETWEEN THE CITY OF CHICAGO AND NORTH PIER TERMINAL CO.

This Agreement made and entered into, this.......... ................day of.................................., A.D., 1969, by and between the City of Chicago, a municipal corporation of the State of Illinois, hereinafter referred to as "Lessor" and North Pier Terminal Co., a Delaware corporation, hereinafter referred to as "Lessee".

WITNESSETH:

Whereas, Lessor and Lessee have heretofore entered into an agreement under date of January 1, 1961, authorized by City Council, December 30, 1960 (C.J.P. pp. 4184-4187), hereinafter referred to as "said agreement", in and by which Lessor among other provisions granted to Lessee certain privileges or premises to be occupied and used for the purposes therein stated, located at Navy Pier in the City of Chicago, Counties of Cook and DuPage, and State of Illinois;

Now, Therefore, Lessor, in consideration of the provisions and conditions set forth in said agreement, does hereby amend said agreement, and Lessee hereby accepts said privileges or premises therein set forth and upon the terms, conditions and provisions set forth and stated therein (to which reference is hereby made, and which the parties agree will be incorporated, and shall be considered to be incorporated herein, by this reference thereto) except in so far and only in so far as said privileges, premises, terms, conditions and provisions are modified, changed, or amended by the further provisions of this agreement.

It is hereby further agreed that the sole modifications of, changes in, and amendments to, said agreement, which are hereby made therein, and which shall be applicable to all renewals and extensions as may be made and provided for therein, are as follows:

1. Paragraph 1 of the said Agreement reading:

> "1. Lessor demises to Lessee for a term beginning the 1st day of January, 1961, and ending the 31st day of December, 1965, the following described premises (herein called "the demised premises" or "the premises"):
>
> 162,079 square feet from Frames one (1) to sixty-two (62) inclusive, as outlined in red on the plat hereto attached, but excepting space shown on said plat as being for the use of others."

shall be amended to read as follows:

> "1. Lessor demises to Lessee for a term beginning the 1st day of January, 1961, and ending the 31st day of December, 1970, the following described premises (herein called "the demised premises" or "the premises"):
>
> a. 162,079 square feet from Frames one (1) to sixty-two (62) inclusive, as outlined in red on the plat hereto attached, but excepting space shown on said plat as being for the use of others, and
>
> b. 20,653 square feet of fenced-in open yard and wharf area shown in red on the attached Exhibit "A"."

2. Paragraph 2 of the said agreement reading:

> "2. Lessee shall pay to the Lessor at the office of the City Comptroller rent for the premises, at the rate of fifty-three (53¢) cents a square foot per year payable in equal monthly installments upon the fifteenth day of each and every month during the term hereof. Office space, eleven hundred sixty-eight (1168) square feet in area, as built by the Lessor for use by the Lessee shall be paid at the rate of $1.53 per square foot per year, which is to include heat and air conditioning. Rent not to be charged for space to be occupied as offices, toilets, locker rooms and shop, until it is completed, and for areas used by contractor until it is turned over to the Lessee."

shall be amended to read as follows:

> "2. Lessee shall pay to the Lessor at the office of the City Comptroller rent for the premises, at the rate of fifty-three (53¢) cents a square foot per year payable in equal monthly installments upon the fifteenth day of each and every month during the term hereof. Office space, eleven hundred sixty-eight (1168) square feet in area, as built by the Lessor for use by the Lessee shall be paid at the rate of $1.53 per square foot per year, which is to include heat and air conditioning. Rent not to be charged for space to be occupied as offices, toilets, locker rooms and shop, until it its completed, and for areas used by contractor until it is turned over to the Lessee. Lessee shall, in addition thereto, pay to the Lessor rent for the premises described in subparagraph 1b hereof at the rate of twenty-five (25¢) cents per square foot per year in equal monthly installments in advance."

3. Paragraph 2.1 of the said agreement reading:

> "2.1. It is mutually agreed by and between the parties hereto that Lessee shall have the right to renew the terms and conditions of this lease, giving notice to the Lessor of such intention ninety (90) days prior to the expiration date herein, for an additional five years, provided that the Lessor and Lessee shall mutually agree as to the rates and charges for the additional five-year period."

shall be stricken from said agreement.

It is, therefore, agreed that except solely as hereinabove modified, changed and amended, the privileges, premises, terms, conditions and provisions of said agreement shall apply to, and shall govern, this amendment of said agreement and any and all further renewals or extensions thereof for any subsequent period which may be affected or made under and in accordance therewith.

This agreement was authorized by the City Council of the City of Chicago on the..............day of ......................................., 19..........., (C.J.P. p...........).

In Witness Whereof, the parties hereto have caused this instrument to be executed under their respective seals on the day and year first above written.

[Signature forms and Exhibit "A" omitted]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda—48.

*Nays*—None.

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### Authority Granted for Issuance of Certificates of Cancellation and Quitclaim Deeds in Settlement of City's Special Assessment Claims against Specified Parcels of Property.

The Committee on Finance submitted a report recommending that the City Council pass forty-seven proposed ordinances transmitted therewith, to authorize settlements of City's special-assessment claims against specified parcels of property.

On separate motions made by Alderman Keane, *each* of the said proposed ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan,

Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda—48.

*Nays*—None.

Said ordinances as passed read respectively as follows (the Italic heading in each case not being a part of the ordinance):

*Compromise Settlement with Nicola Albergo and Maria Albergo*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $55.64, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Nicola Albergo and Maria Albergo, to compromise the City's claim for the sum of $125.00, which has been recommended by the Committee on Finance; therefore,

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Comptroller on delivery to him of $125.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Nicola Albergo and Maria Albergo, certificates of cancellation of special assessment liens against:

South 21.75 feet of North 43.45 feet of Lots 43, 44 and 45 in Block 3 in Hambleton's Subdivision of Lot "E" in Circuit Court Partition of Northwest quarter (NW¼) of Section 8, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

for the nonpayment of the First, Second, Third, Fourth and Fifth Installments of Special Assessment Warrant No. 48879, and Second, Third, Fourth and Fifth Installments of Special Assessment Warrant No. 46682A.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

*Compromise Settlement with Arthur August*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $191.96, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Arthur August, to compromise the City's claim for the sum of $250.00, which has been recommended by the Committee on Finance; therefore,

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Comptroller on delivery to him of $250.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Arthur August, certificates of cancellation of special assessment liens against:

Lots Twenty (20) Twenty-one (21) and Twenty-two (22) in Block Two (2) D. S. Dunnings Subdivision Northwest one-quarter (NW¼) Northeast one-quarter (NE¼) Section 19, Township 40 North, Range 13 East of the Third Principal Meridian;

for the nonpayment of the Fifth Installment of Special Assessment Warrant No. 51635.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

*Compromise Settlement with Peter Berchos*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $220.80, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Peter Berchos, to compromise the City's claim for the sum of $250.00, which has been recommended by the Committee on Finance; therefore,

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Comptroller on delivery to him of $250.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Peter Berchos, certificates of cancellation of special assessment liens against:

Lot One Hundred and Three (103) in Subdivision of the West 1111 feet of the Northwest quarter (NW¼) Northeast quarter (NE¼) of South Chicago Avenue of Section 36, Township 38 North, Range 14 East of the Third Principal Meridian;

for nonpayment of the Fifth Installment of Special Assessment Warrant No. 46646, and the Second, Third, Fourth and Fifth Installments of Special Assessment Warrant No. 47740 and the Tenth Installment of Warrant No. 32866.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

*Compromise Settlement with Ernest Bethman and Clara Bethman*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $50.00, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Ernest Bethman and Clara Bethman, to compromise the City's claim for the sum of $100.00, which has been recommended by the Committee on Finance; therefore,

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Comptroller on delivery to him of $100.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Ernest Bethman and Clara Bethman, certificates of cancellation of special assessment liens against:

Lot Fourteen (14) in Block Eleven (11) Ironworkers Addition to South Chicago, in Sections

8 and 17, Township 37 North, Range 15 East of the Third Principal Meridian, in Cook County, Illinois;

for the nonpayment of the First, Second, Third, Fourth and Fifth Installments of Special Assessment Warrant No. 49979.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Brothers Enterprises*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $682.-98, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Brothers Enterprises, to compromise the City's claim for the sum of $925.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $925.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Brothers Enterprises, certificates of cancellation of special assessment liens against:

> Lots 41 and 42 in Block 5 in Charles L. Hutchinson's Subdivision, (Except Railroad) of the Northeast quarter (NE¼) of the Northeast quarter (NE¼) of Section 35, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

for the nonpayment of the Ninth and Tenth Installments of Special Assessment Warrant No. 32866; the First, Second, Third, Fourth and Fifth installments of Special Assessment Warrant No. 48627; the First, Second, Third, Fourth and Fifth Installments of Special Assessment Warrant No. 46103; the Flat Installment of Special Assessment Warrant No. 42247; the Flat Installment of Special Assessment Warrant No. 43812; the Flat Installment of Special Assessment Warrant No. 44724 and the Flat Installment of Special Assessment Warrant No. 44991.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Elmer Dunn*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $81.50, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Elmer Dunn, to compromise the City's claim for the sum of $150.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $150.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Elmer Dunn, certificates of cancellation of special assessment liens against:

> Lot Six Hundred Seventy-nine (679) in Downing & Phillips Normal Park Addition, being a Sub. of East one-half (E½) of Northeast one-quarter (NE¼) of Section 29, Township 38 North, Range 14 East of the Third Principal Meridian;

for the nonpayment of the First, Second, Third, Fourth and Fifth Installments of Special Assessment Warrant No. 50280, and the Ninth and Tenth Installments of Special Assessment Warrant No. 32866.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Thomas E. Dunn*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $63.48, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Thomas E. Dunn, to compromise the City's claim for the sum of $125.-00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $125.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Thomas E. Dunn, certificates of cancellation of special assessment liens against:

> Sublots Five (5) and Six (6) Christensen's Resub. of Lots Nine (9) to Twelve (12) Block Two (2) in J. H. Clough's Subdn. Section 29, Township 38 North, Range 14 East of the Third Principal Meridian;

for the nonpayment of Third, Fourth and Fifth Installments of Special Assessment Warrant No. 50280.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with David H. Feldman*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $36.00, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from David H. Feldman, to compromise the City's claim for the sum of $50.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $50.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said David H. Feldman, certificates of cancellation of special assessment liens against:

> Sub-Lot Thirty-three (33) in Lot One (1) in Sub. of the South half (S½) of Block Twenty-seven (27) of Canal Trustees Subdivision, East half (E½) Southwest quarter (SW¼) Section

33, Township 39 North, Range 14 East of the Third Principal Meridian;

for the nonpayment of the Flat Installment of Special Assessment Warrant No. 55034.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

*Compromise Settlement with James R. Irwin and Dorothy E. Irwin*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $120.-36, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from James R. Irwin and Dorothy E. Irwin, to compromise the City's claim for the sum of $175.00, which has been recommended by the Committee on Finance; therefore,

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Comptroller on delivery to him of $175.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said James R. Irwin and Dorothy E. Irwin, certificates of cancellation of special assessment liens against:

Lot Three (3) Block Two (2) in Burnhams Addition to Norwood Park, a subdivision of part of the Northeast quarter (NE¼) Northeast quarter (NE¼) of Southeast quarter (SE¼) of Section 1, Township 40 North, Range 12 East of the Third Principal Meridian, Cook County, Illinois;

for the nonpayment of the Fourth and Fifth Installments of Special Assessment Warrant No. 49028, and the First and Second Installments of Special Assessment Warrant No. 50707.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

*Compromise Settlement with Joseph Kennefick*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $62.05, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Joseph Kennefick, to compromise the City's claim for the sum of $75.00, which has been recommended by the Committee on Finance; therefore,

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Comptroller on delivery to him of $75.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Joseph Kennefick, certificates of cancellation of special assessment liens against:

Lot 18 in Block 2 in Bates Subdivision of the South half (S½) of Block 26, in Canal Trustees Subdivision of Section 33, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

for the nonpayment of the Flat Installment of Special Assessment Warrant No. 55034.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

*Compromise Settlement with Norah King*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $166.-80, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Norah King, to compromise the City's claim for the sum of $175.00, which has been recommended by the Committee on Finance; therefore,

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Comptroller on delivery to him of $175.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Norah King, certificates of cancellation of special assessment liens against:

Lot Four Hundred Thirty-six (436) in 87th and Crawford Highlands being a Subdivision of Lots One (1), Two (2) and Three (3) in Hately and Boyers Resubdivision in the South half (S½) of Southwest quarter (SW¼) of Section 35, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois;

for the nonpayment of the Flat Installment of Special Assessment Warrant No. 55201.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

*Compromise Settlement with Joseph Klingler*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $280.-53, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Joseph Klingler, to compromise the City's claim for the sum of $400.-00, which has been recommended by the Committee on Finance; therefore,

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Comptroller on delivery to him of $400.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Joseph Klingler, certificates of cancellation of special assessment liens against:

(Except South 13 feet) Lot 30 Block 2 in Albany Park Gardens Sub. Block Two (2) in Spikings Sub. of West Sixty (60) Acres (Except Northwest 13 Acres thereof) in Southwest quarter (SW¼) of Section 11, Township 40 North, Range 13 East of the Third Principal Meridian;

for the nonpayment of the First, Second, Third, Fourth and Fifth Installments of Special Assessment Warrant No. 52781 and the First and Second Installments of Special Assessment Warrant No. 54518.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

*Compromise Settlement with John Kozak*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $374.49, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from John Kozak, to compromise the City's claim for the sum of $450.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $450.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said John Kozak, certificates of cancellation of special assessment liens against:

> Lot Ten (10) in Block Three (3) in C. S. Thorton's Subdivision of the West half (W½) of the Southwest quarter (SW¼) of the Southeast quarter (SE¼) of Section 24, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois;

for the nonpayment of the Fifth Installment of Special Assessment Warrant No. 36248; the First Installment of Special Assessment Warrant No. 42623; the Flat Installment of Special Assessment Warrant No. 48319; the First Installment of Special Assessment Warrant No. 50224; the Second Installment of Special Assessment Warrant No. 50224 and the First, Second, Third, Fourth and Fifth Installments of Special Assessment Warrant No. 51786.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

*Compromise Settlement with Larry Corporation*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $38.31, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Larry Corporation, to compromise the City's claim for the sum of $65.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $65.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Larry Corporation, certificates of cancellation of special assessment liens against:

> Lot Thirty-six (36) in Block Two (2) in Elias F. Gobel's Subdivision of Blocks One (1) and Two (2) in Pipers Subdivision of the South 45 Acres of the West half (W½) Southwest quarter (SW¼) of Section 13, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois;

for the nonpayment of the Tenth Installment of Special Assessment Warrant No. 40384 and the First and Second Installments of Special Assessment Warrant No. 53630.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

*Compromise Settlement with Evelyn Libin*
*(No. 5706 S. Bishop St.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $50.00, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Evelyn Libin, to compromise the City's claim for the sum of $65.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $65.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Evelyn Libin, certificates of cancellation of special assessment liens against:

> Lot Three (3) Sub-Block Six (6) Snow and Dickinson's Garfield Boul. Addn. to Dr. Snowden's Sub. SW¼, NW¼, and NW¼, NW¼ of Section 17, Township 38 North, Range 14 East of the Third Principal Meridian;

for the nonpayment of the Flat Installment of Special Assessment Warrant No. 50876.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

*Compromise Settlement with Evelyn Libin*
*(No. 5708 S. Bishop St.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $50.00, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Evelyn Libin, to compromise the City's claim for the sum of $65.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $65.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Evelyn Libin, certificates of cancellation of special assessment liens against:

> Lot Four (4) Sub-Block Six (6) Snow and Dickinson's Garfield Boul. Addn. to Dr. Snowden's Sub. SW¼, NW¼ and NW¼, NW¼ of Section 17, Township 38 North, Range 14 East of the Third Principal Meridian;

for the nonpayment of the Flat Installment of Special Assessment Warrant No. 50876.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

*Compromise Settlement with Evelyn Libin*
*(No. 5726 S. Bishop St.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $50.-

00, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Evelyn Libin, to compromise the City's claim for the sum of $65.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $65.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Evelyn Libin, certificates of cancellation of special assessment liens against:

> Lot Eleven (11) Sub-Block Six (6) Snow and Dickinson's Garfield Boul. Add. Dr. Snowden's Sub. SW¼, NW¼ and NW¼, NW¼ of Section 17, Township 38 North, Range 14 East of the Third Principal Meridian;

for the nonpayment of the Flat Installment of Special Assessment Warrant No. 50876.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Evelyn Libin (No. 1340 S. Fairfield Av.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $151.85, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Evelyn Libin, to compromise the City's claim for the sum of $211.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $211.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Evelyn Libin, certificates of cancellation of special assessment liens against:

> Sub-Lot 3 in Waller's Subdivision of Lots 9 and 10, Block 3, in Cook and Anderson's Subdivision of the West half (W½) of the Northeast one-quarter (NE¼) of Section 24, Township 39 North, Range 13 East of the Third Principal Meridian;

for the nonpayment of the Second, Third, Fourth and Fifth Installments of Special Assessment Warrant No. 49596; Tenth Installment of Special Assessment Warrant No. 43944; and First, Second, Third and Fourth Installments of Special Assessment Warrant No. 50695.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Evelyn Libin (Nos. 1607-1609 W. 108th Pl.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $277.36, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Evelyn Libin, to compromise the City's claim for the sum of $550.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $550.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Evelyn Libin, certificates of cancellation of special assessment liens against:

> Lot Twenty-eight (28) Block Thirty-seven (37) Washington Heights, in Sections 18, 19 and 20, Township 37 North, Range 14 East of the Third Principal Meridian;

for the nonpayment of the Seventh, Eighth, Ninth and Tenth Installments of Special Assessment Warrant No. 195 M.P.; nonpayment of the Fourth and Fifth Installments of Special Assessment Warrant No. 214 M.P. and Third, Fourth, Fifth, Sixth, Seventh, Ninth and Tenth Installments of Special Assessment Warrant No. 256 M.P.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Evelyn Libin (Nos. 1607-1609 W. 108th Pl.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $151.96, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Evelyn Libin, to compromise the City's claim for the sum of $250.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $250.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Evelyn Libin, certificates of cancellation of special assessment liens against:

> Lot Twenty-seven (27) in Block Thirty-seven (37) in Blue Island Building Co's Sub. known as Washington Heights in Sections 17, 18 and 19, Township 37 North, Range 14 East half (E½) Southwest one-quarter (SW¼) East of Mt. Prospect Av.;

for the nonpayment of the Seventh, Eighth, Ninth and Tenth Installments of Special Assessment Warrant No. 195; Fourth and Fifth Installments of Special Assessment Warrant No. 214 and Third, Fourth, Fifth, Sixth, Seventh, Ninth and Tenth Installments of Special Assessment Warrant No. 256.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Albert Pacelli, et al.*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $135.40, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

Whereas, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Albert Pacelli, et al., to compromise the City's claim for the sum of $200.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

Section 1. That the Comptroller on delivery to him of $200.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Albert Pacelli, et al., certificates of cancellation of special assessment liens against:

> Lot Three Hundred Ninety-five (395) Dewey and Cunningham Subdivision, North three-quarter (N¾) East half (E½) Northeast quarter (NE¼) of Section 30, Township 38 North, Range 14 East of the Third Principal Meridian;

for the nonpayment of the First and Third Installments of Special Assessment Warrant No. 40781; Fourth and Fifth Installments of Special Assessment Warrant No. 46964; Flat Installment of Special Assessment Warrant No. 47778 and the Flat Installment of Special Assessment Warrant No. 49196.

Section 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Samuel M. Poznanovich*

Whereas, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $73.53, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

Whereas, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Samuel M. Poznanovich, to compromise the City's claim for the sum of $100.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

Section 1. That the Comptroller on delivery to him of $100.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Samuel M. Poznanovich, certificates of cancellation of special assessment liens against:

> Lot 26 Block 1, in Murray Wildwood Addition, in Section 28, Township 37 North, Range 14 East of the Third Principal Meridian;

for the nonpayment of the First, Second, Third, Fourth and Fifth Installments of Special Assessment Warrant No. 55170.

Section 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Harry L. Rubenstein*

Whereas, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $50.00, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

Whereas, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Harry L. Rubenstein, to compromise the City's claim for the sum of $56.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

Section 1. That the Comptroller on delivery to him of $56.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Harry L. Rubenstein, certificates of cancellation of special assessment liens against:

> Lot Twelve (12) Sub-Block Six (6) Snow and Dickinson's Garfield Boul. Addn. to Dr. Snowden's Subdn. SW¼.NW¼ and NW¼.NW½ Section 17, Township 38 North, Range 14 East of the Third Principal Meridian;

for the nonpayment of the Flat Installment of Special Assessment Warrant No. 50876.

Section 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Edward R. Scribano (No. 6445 S. Austin Av.)*

Whereas, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $41.54, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

Whereas, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Edward R. Scribano, to compromise the City's claim for the sum of $50.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

Section 1. That the Comptroller on delivery to him of $50.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Edward R. Scribano, certificates of cancellation of special assessment liens against:

> Lot Twenty (20) in Block Seven (7) in Clear Park Subdivision of the Northwest quarter (NW¼) of the Northeast quarter (NE¼) of Section 20, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois;

for the nonpayment of the Flat Installment of Special Assessment Warrant No. 53789.

Section 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Edward R. Scribano (No. 9000 S. Avenue O)*

Whereas, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $433.50, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

Whereas, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Edward R. Scribano, to compromise the City's claim for the sum of $550.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

Section 1. That the Comptroller on delivery to him of $550.00, and upon payment of County

Clerk's cancellation fees, is hereby authorized and directed to deliver to said Edward R. Scribano, certificates of cancellation of special assessment liens against:

Lot One (1) Block Sixty-one (61) in the Calumet and Chicago Canal and Dock Company's Subdivision of parts of Sections 5 and 6, Township 37 North, Range 15 East of the Third Principal Meridian, in Cook County, Illinois;

for the nonpayment of the Third, Fourth and Fifth Installments of Special Assessment Warrant No. 49760.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Edward R. Scribano (Nos. 10504-10508 S. Bensley Av.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $277.68, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Edward R. Scribano, to compromise the City's claim for the sum of $450.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $450.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Edward R. Scribano, certificates of cancellation of special assessment liens against:

Lots 3, 4 and 5, Block 5, in Charles H. Nix's Addition to South Chicago, a Subdivision of Southeast quarter of Fractional Southeast quarter of Fractional Section 12 South of Indian Boundary Line, Township 37 North, Range 14 East of the Third Principal Meridian;

for nonpayment of the Fourth and Fifth Installments of Special Assessment Warrant No. 47669, and Third, Fourth and Fifth Installments of Special Assessment Warrant No. 4766A.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Edward R. Scribano (No. 8715 S. Burley Av.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $59.41, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Edward R. Scribano, to compromise the City's claim for the sum of $85.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $85.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Edward R. Scribano, certificates of cancellation of special assessment liens against:

Lot Forty-one (41) in Block Five (5) in Calumet and Chicago Canal and Dock Company's Subdivision of part of Sections 5 and 6, Township 37 North, Range 15 East of the Third Principal Meridian, in Cook County, Illinois;

for the nonpayment of the First and Second Installments of Special Assessment Warrant No. 50341.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Edward R. Scribano (No. 8942 S. Green Bay Av.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $100.20, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Edward R. Scribano, to compromise the City's claim for the sum of $150.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $150.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Edward R. Scribano, certificates of cancellation of special assessment liens against:

Lot Seventeen (17) in Block Thirty-five (35) in South Chicago, being Calumet and Chicago Canal Dock Company's Subdivision in Sections 5 and 6, Township 37 North, Range 15 East of the Third Principal Meridian, in Cook County, Illinois;

for the nonpayment of the First, Second, Third, Fourth and Fifth Installments of Special Assessment Warrant No. 49760.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Edward R. Scribano (No. 5400 S. Keating Av.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $21.70, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Edward R. Scribano, to compromise the City's claim for the sum of $25.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $25.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Edward R. Scribano, certificates of cancellation of special assessment liens against:

Lot One (1) in Block Thirty-two (32) in W. I. Kaiser and Company's Ardale Subdivision of the West half (W½) of the Southwest quarter (SW¼) of the West three-quarter (W¾) of the East half (E½) of the Southwest quarter

(SW¼) (Except Railroad Right of Way) of Section 10, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois;

for the nonpayment of the First Installment of Special Assessment Warrant No. 54796.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

*Compromise Settlement with Edward R. Scribano (No. 5207 S. Kilpatrick Av.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $45.70, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Edward R. Scribano, to compromise the City's claim for the sum of $70.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $70.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Edward R. Scribano, certificates of cancellation of special assessment liens against:

Lot Eleven (11) in Block Ten (10) in W. F. Kaiser & Company's Ardale Subdivision, in Section 10, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois;

for the nonpayment of the Third Installment of Special Assessment Warrant No. 52479; the First and Second Installments of Special Assessment Warrant No. 52479A and the Flat Installment of Special Assessment Warrant No. 54796.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

*Compromise Settlement with Edward R. Scribano (No. 10646 S. May St.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $27.81, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinfter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Edward R. Scribano, to compromise the City's claim for the sum of $45.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $45.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Edward R. Scribano, certificates of cancellation of special assessment liens against:

Lot Ten (10) Block Three (3) Baker & McCouns Addition to Washington Heights, being a Subdivision of the Southwest quarter (SW¼) of the Northeast quarter (NE¼) of Section 17, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

for the nonpayment of the Third Installment of Special Assessment Warrant No. 51393.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

*Compromise Settlement with Edward R. Scribano (No. 5204 S. Peoria St.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $134.06, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Edward R. Scribano, to compromise the City's claim for the sum of $175.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $175.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Edward R. Scribano, certificates of cancellation of special assessment liens against:

Lot Two (2) in Block Three (3) in Central Subdivision, being a Subdivision of East ⅔ of the South 10 Acres of the North 31 Acres of the East half (E½) of the Southeast quarter (SE¼) (except west 54.53 feet thereof) of Section 8, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

for the nonpayment of the Fourth and Fifth Installments of Special Assessment Warrant No. 50621.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

*Compromise Settlement with Edward R. Scribano (No. 4729 S. Seeley Av.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $35.79, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Edward R. Scribano, to compromise the City's claim for the sum of $65.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $65.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Edward R. Scribano, certificates of cancellation of special assessment liens against:

Lot 43 in Block 1, in Hiling & Johnson's Subdivision of Block 13 of Stone and Whitney's Subdivision of the West half (W½) of the Southeast quarter (SE¼) of Section 6, and the North half (N½) and the West half (W½) of the Southeast quarter (SE¼) of Section 17, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

for the nonpayment of the First and Third Installments of Special Assessment Warrant No. 40503 and the First Installment of Special Assessment Warrant No. 43491.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Lawrence Silton*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $213.19, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Lawrence Silton, to compromise the City's claim for the sum of $300.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $300.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Lawrence Silton, certificates of cancellation of special assessment liens against:

> Lot Ten (10) in Block Three (3) in Foreman's Stock Yards Addition to Section 8, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

for nonpayment of the First, Second, Third, Fourth and Fifth Installments of Special Assessment Warrant No. 53327 and the Fourth and Fifth Installments of Special Assessment Warrant No. 47991.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with South Chicago Savings Bank (as Trustee)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $28.78, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from South Chicago Savings Bank, Trust No. 11-609, to compromise the City's claim for the sum of $50.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $50.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said South Chicago Savings Bank, Trust No. 11-609, certificates of cancellation of special assessment liens against:

> Sublot Seventy-one (71) of Lot Two (2) O'Dell's Subdivision of Blocks Five (5) and Six (6) Hitt's Subdivision of the Southeast one-quarter (SE¼) Section 8, Township 37 North, Range 14 East of the Third Principal Meridian;

for the nonpayment of Second Installment of Special Assessment Warrant No. 41258 and First and Second Installments of Special Assessment Warrant No. 49187.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Ernest Bethman and Clara Bethman*

WHEREAS, The City of Chicago has tax claims amounting to $250.43 against the premises hereinafter described, the original amounts of which assessments total $42.53; and

WHEREAS, Other liens or incumbrances exist against said premises which bring the total of all claims to the sum of $1810.00, and the fair value of said premises is $2000.00; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrant involved and an offer has been received to compromise the City's claims for the sum of $85.00, which has been recommended by the Committee on Finance; therefore

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Mayor and the City Clerk hereby are authorized and directed to execute on behalf of the City of Chicago, a quitclaim deed to Ernest Bethman and Clara Bethman, his wife, jointly, or their nominee of all right, title and interest acquired by and through certain tax deeds in and to the premises described as

> Lot Fourteen (14) in Block Eleven (11) in Ironworkers Addition to South Chicago, in Sections 8 and 17, Township 37 North, Range 14 East of the Third Principal Meridian,

and the City Comptroller, on delivery of $85.00, hereby is authorized and directed to deliver said quitclaim deed to said Ernest Bethman and Clara Bethman, his wife, jointly.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Elmer Dunn and Charles A. Reynolds*

WHEREAS, The City of Chicago has tax claims amounting to $1001.60 against the premises hereinafter described, the original amounts of which assessments total $157.05; and

WHEREAS, Other liens or incumbrances exist against said premises which bring the total of all claims to the sum of $3211.40, and the fair value of said premises is $2000.00; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrant involved and an offer has been received to compromise the City's claims for the sum of $335.00, which has been recommended by the Committee on Finance; therefore

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Mayor and the City Clerk hereby are authorized and directed to execute on behalf of the City of Chicago, a quitclaim deed to Elmer Dunn and Charles A. Reynolds, or their nominee of all right, title and interest acquired by and through certain tax deeds in and to the premises described as

> Lot Six Hundred Seventy-Nine (679) Downing and Phillips Normal Park Add. Subdn. East one-half (E½) Northeast one-quarter (NE¼) Section 29, Township 38 North, Range 14 East of the Third Principal Meridian,

and the City Comptroller, on delivery of $335.00, hereby is authorized and directed to deliver said quitclaim deed to Elmer Dunn and Charles A. Reynolds.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Ronald S. Feldman*

WHEREAS, The City of Chicago has tax claims amounting to $1,250.00 against the premises hereinafter described, the original amounts of which assessments total $15.39; and

WHEREAS, Other liens or incumbrances exist against said premises which bring the total of all claims to the sum of $15,719.41, and the fair value of said premises is $10,000.00; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrant involved and an offer has been received to compromise the City's claims for the sum of $325.00, which has been recommended by the Committee on Finance; therefore

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Mayor and the City Clerk hereby are authorized and directed to execute on behalf of the City of Chicago, a quitclaim deed to Ronald S. Feldman, or his nominee of all right, title and interest acquired by and through certain tax deeds in and to the premises described as

> Lots 15 and 16, 19 and 20 in Block 2, Lots 1 and 2 and Lot 25 in Block 3, Lots 18 and 20 in Block 5, Lots 1, 2 and 3 in Block 6, Lots 25 and 26 in Block 7, Lot 39 in Block 35, all in Allens Subdivision, Southeast one-quarter (SE¼) Northeast one-quarter (NE¼) Section 24, Township 37 North, Range 14 East of the Third Principal Meridian,

and the City Comptroller, on delivery of $325.00, hereby is authorized and directed to deliver said quitclaim deed to Ronald S. Feldman.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Morgan M. Finley*

WHEREAS, The City of Chicago has tax claims amounting to $1195.73 against the premises hereinafter described, the original amounts of which assessments total $216.54; and

WHEREAS, Other liens or incumbrances exist against said premises which bring the total of all claims to the sum of $4,336.73, and the fair value of said premises is $5,000.00; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrant involved and an offer has been received to compromise the City's claims for the sum of $325.00, which has been recommended by the Committee on Finance; therefore

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Mayor and the City Clerk hereby are authorized and directed to execute on behalf of the City of Chicago, a quitclaim deed to Morgan M. Finley, or his nominee of all right, title and interest acquired by and through certain tax deeds in and to the premises described as

> Lot Twenty Seven (27) and the West 22 feet of Lot Twenty-eight (28) in Wilson's Subdivision of Block Three (3) in Judd and Others Subdivision of Block Six (6) of Canal Trustees Subdivision, of Section 33, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois,

and the City Comptroller, on delivery of $325.00, hereby is authorized and directed to deliver said quitclaim deed to Morgan M. Finley.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Larry Corporation*
### *(No. 3128 W. Arthington St.)*

WHEREAS, The City of Chicago has tax claims amounting to $654.78 against the premises hereinafter described, the original amounts of which assessments total $115.84; and

WHEREAS, Other liens or incumbrances exist against said premises which bring the total of all claims to the sum of $1611.70, and the fair value of said premises is $1200.00; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrant involved and an offer has been received to compromise the City's claims for the sum of $190.00, which has been recommended by the Committee on Finance; therefore

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Mayor and the City Clerk hereby are authorized and directed to execute on behalf of the City of Chicago, a quitclaim deed to Larry Corporation, or their nominee of all right, title and interest acquired by and through certain tax deeds in and to the premises described as

> Lot Thirty-six (36) in Block Two (2) in Elias F. Gobel's Subdivision of Blocks One (1) and Two (2) in Piper's Subdivision of the South 45 Acres of the West half (W½) of the Southwest quarter (SW¼) of Section 13, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois,

and the City Comptroller, on delivery of $190.00, hereby is authorized and directed to deliver said quitclaim deed to Larry Corporation.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Larry Corporation*
### *(No. 528 W. Tremont St.)*

WHEREAS, The City of Chicago has tax claims amounting to $193.08 against the premises hereinafter described, the original amounts of which assessments total $31.20; and

WHEREAS, Other liens or incumbrances exist against said premises which bring the total of all claims to the sum of $1121.96, and the fair value of said premises is $1000.00; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrant involved and an offer has been received to compromise the City's claims for the sum of $60.00, which has been recommended by the Committee on Finance; therefore

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Mayor and the City Clerk hereby are authorized and directed to execute on behalf of the City of Chicago, a quitclaim deed to Larry Corporation, or their nominee of all right, title and interest acquired by and through certain tax deeds in and to the premises described as

> Lot Eleven (11) in Block Two (2) in Henry C. Moreys Subdivision of the North one-half (N½) of Lot Thirty (30) in School Trustees Subdivision of Section 16, Township 38 North, Range 14 East of the Third Principal Meridian,

and the City Comptroller, on delivery of $60.00, hereby is authorized and directed to deliver said quitclaim deed to Larry Corporation.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

*Compromise Settlement with Evelyn Libin (No. 5706 S. Bishop St.)*

WHEREAS, The City of Chicago has tax claims amounting to $713.45 against the premises hereinafter described, the original amounts of which assessments total $118.00; and

WHEREAS, Other liens or incumbrances exist against said premises which bring the total of all claims to the sum of $1548.50, and the fair value of said premises is $1500.00; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrant involved and an offer has been received to compromise the City's claims for the sum of $200.00, which has been recommended by the Committee on Finance; therefore

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Mayor and the City Clerk hereby are authorized and directed to execute on behalf of the City of Chicago, a quitclaim deed to Evelyn Libin, or her nominee of all right, title and interest acquired by and through certain tax deeds in and to the premises described as

> Lot Three (3) Sub-Block Six (6) Snow and Dickinson's Garfield Boul. Add. in Dr. Snowden's Sub. SW¼, NW¼ and NW¼, NW¼ of Section 17, Township 38 North, Range 14 East of the Third Principal Meridian,

and the City Comptroller, on delivery of $200.00, hereby is authorized and directed to deliver said quitclaim deed to Evelyn Libin.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

*Compromise Settlement with Evelyn Libin (No. 5708 S. Bishop St.)*

WHEREAS, The City of Chicago has tax claims amounting to $725.90 against the premises hereinafter described, the original amounts of which assessments total $117.50; and

WHEREAS, Other liens or incumbrances exist against said premises which bring the total of all claims to the sum of $1916.73, and the fair value of said premises is $1500.00; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrant involved and an offer has been received to compromise the City's claims for the sum of $210.00, which has been recommended by the Committee on Finance; therefore

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Mayor and the City Clerk hereby are authorized and directed to execute on behalf of the City of Chicago, a quitclaim deed to Evelyn Libin, or her nominee of all right, title and interest acquired by and through certain tax deeds in and to the premises described as

> Lot Four (4) Sub-Block Six (6) Snow and Dickinson's Garfield Boul. Add. to Dr. Snowden's Sub. SW¼, NW¼ and NW¼, NW½ of Section 17, Township 38 North, Range 14 East of the Third Principal Meridian,

and the City Comptroller, on delivery of $210.00, hereby is authorized and directed to deliver said quitclaim deed to Evelyn Libin.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

*Compromise Settlement with Evelyn Libin (No. 5726 S. Bishop St.)*

WHEREAS, The City of Chicago has tax claims amounting to $277.02 against the premises hereinafter described, the original amounts of which asssessments total $45.86; and

WHEREAS, Other liens or incumbrances exist against said premises which bring the total of all claims to the sum of $1302.00, and the fair value of said premises is $1500.44; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrant involved and an offer has been received to compromise the City's claims for the sum of $90.00, which has been recommended by the Committee on Finance; therefore

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Mayor and the City Clerk hereby are authorized and directed to execute on behalf of the City of Chicago, a quitclaim deed to Evelyn Libin, or her nominee of all right, title and interest acquired by and through certain tax deeds in and to the premises described as

> Lot Eleven (11) Sub-Block Six (6) Snow and Dickinson's Garfield Boul. Addn. to Dr. Snowden's Sub. SW¼, NW¼ and NW¼, NW¼ of Section 17, Township 38 North, Range 14 East of the Third Principal Meridian,

and the City Comptroller, on delivery of $90.00, hereby is authorized and directed to deliver said quitclaim deed to Evelyn Libin.

SECTION 2. This ordinance shall be in force and effect from and after is passage.

*Compromise Settlement with Evelyn Libin (N.W. Cor. 24th St. and Karlov Av.)*

WHEREAS, The City of Chicago has tax claims amounting to $336.25 against the premises hereinafter described, the original amounts of which assessments total $64.12; and

WHEREAS, Other liens or incumbrances exist against said premises which bring the total of all claims to the sum of $2736.25, and the fair value of said premises is $3500.00; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrant involved and an offer has been received to compromise the City's claims for the sum of $90.00, which has been recommended by the Committee on Finance; therefore

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Mayor and the City Clerk hereby are authorized and directed to execute on behalf of the City of Chicago, a quitclaim deed to Evelyn Libin, or her nominee of all right, title and interest acquired by and through certain tax deeds in and to the premises described as

> (Ex. W.25 ft.) East half (E½) of Block 10, part lying South of C. B. & Q. RR. in Crawford's Sub. of Northeast quarter (NE¼) of Section 27, Township 39 North, Range 13 East of the Third Principal Meridian,

and the City Comptroller, on delivery of $90.00, hereby is authorized and directed to deliver said quitclaim deed to Evelyn Libin.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

*Compromise Settlement with Ernest Roll and Florence Roll*

WHEREAS, The City of Chicago has tax claims amounting to $743.85 against the premises hereinafter described, the original amounts of which assessments total $122.58; and

WHEREAS, Other liens or incumbrances exist against said premises which bring the total of all claims to the sum of $5433.30, and the fair value of said premises is $900.00; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrant involved and an offer has been received to compromise the City's claims for the sum of $250.00, which has been recommended by the Committee on Finance; therefore

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Mayor and the City Clerk hereby are authorized and directed to execute on behalf of the City of Chicago, a quitclaim deed to Ernest Roll and Florence Roll, his wife, jointly, or their nominee of all right, title and interest acquired by and through certain tax deeds in and to the premises described as

> Lot 20 Block 20 Dauphin Park Addition being East half (E½) Northeast quarter (NE¼) of Section 3, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois,

and the City Comptroller, on delivery of $250.00, hereby is authorized and directed to deliver said quitclaim deed to Ernest Roll and Florence Roll, his wife, jointly.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

*Compromise Settlement with Willett Motor Coach Company*

WHEREAS, The City of Chicago has tax claims amounting to $381.75 against the premises hereinafter described, the original amounts of which assessments total $74.04; and

WHEREAS, Other liens or incumbrances exist against said premises which bring the total of all claims to the sum of $3031.38, and the fair value of said premises is $2500.00; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrant involved and an offer has been received to compromise the City's claims for the sum of $125.00, which has been recommended by the Committee on Finance; therefore

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Mayor and the City Clerk hereby are authorized and directed to execute on behalf of the City of Chicago, a quitclaim deed to Willett Motor Coach Company, or their nominee of all right, title and interest acquired by and through certain tax deeds in and to the premises described as

> Sub-Lot Thirty-three (33) of Lot One (1) in Sub. of the South-half (S½) of Block Twenty-seven (27) of Canal Trustees Subdivision, East half (E½) Southwest quarter (SW¼) of Section 33, Township 39 North, Range 14 East of the Third Principal Meridian,

and the City Comptroller, on delivery of $125.00, hereby is authorized and directed to deliver said quitclaim deed to Willett Motor Coach Co.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

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## City Comptroller Authorized and Directed to Cancel Warrants for Collection Issued against Certain Charitable, Educational and Religious Institutions.

The Committee on Finance to which had been referred (April 9, and April 17, 1969) twenty proposed orders for cancellations of certain warrants for collection issued against specified charitable, educational and religious institutions, submitted reports recommending that the City Council pass the following substitute proposed order:

*Ordered*, That the City Comptroller is hereby authorized and directed to cancel specified warrants for collection issued against certain charitable, educational and religious institutions, as follows:

| *Name and Address* | *Warrant No. and Type of Inspection* | *Amount* |
|---|---|---|
| The Anshe Emet Synagogue, No. 3750 N. Pine Grove Av. | F4-13193 (Mech. Vent.) | $ 4.75 |
| Austin Congregation Church, No. 5460 W. Ohio St. (for the year 1968) | A1-2875 (Elev.) | 9.00 |
| Bible Rescue Mission, Nos. 915-917 W. Madison St. | F4-13893 (Mech. Vent.) | 18.40 |
| Louise Burg Hospital, No. 255 W. Cermak Road | F4-12320 (Mech. Vent.) | 14.95 |
| Louise Burg Hospital, No. 255 W. Cermak Road | A-12384 (Elev.) | 23.00 |
| The Catholic Bishop of Chicago (St. Fidelis Church), Nos. 1401-1413 N. Washtenaw Av. | F4-13105 (Mech. Vent.) | 13.80 |
| Chicago United Mission, Nos. 32-34 S. Desplaines St. | C1-4811 (Boiler) | 5.00 |
| Chicago Youth Centers, No. 1500 N. North Park Av. | D1-5736 (Sign) | 18.75 |
| (No. 713 W. Wrightwood Av.) | D1-4366 (Sign) | 17.50 |
| Congregation of Debutazione of Maria SS. Lauretana, No. 5854 W. Lawrence Av. | D1-34707 (Sign) | 7.50 |
| Cook County School of Nursing, No. 1900 W. Polk St. | A1-388 (Elev.) | 65.50 |
| Edgewater Hospital, No. 5700 N. Ashland Av. | A1-1085 (Elev.) | 115.00 |
| (No. 1614 W. Hollywood Av.) | A1-1102 (Elev.) | 11.50 |
| First Liberal Psychic Church, No. 3449 W. Altgeld St. | D1-4168 (Sign) | 7.50 |
| Jewish Home for the Aged, No. 1648 S. Albany Av. | A-12422 (Elev.) | 46.00 |
| Maplewood Baptist Church, No. 4956 W. George St. | D1-4930 (Sign) | 6.00 |
| Pillar of Fire Church, No. 1115 W. Barry Av. | D1-5107 (Sign) | 20.00 |

| *Name and Address* | *Warrant No. and Type of Inspection* | *Amount* |
|---|---|---|
| Rehabilitation Institute of Chicago, No. 401 E. Ohio St. | A1-2524<br>(Elev.) | 23.00 |
| St. Peter Episcopal Church, No. 621 W. Belmont Av. | D1-3421<br>(Sign) | 40.00 |
| Young Men's Christian Association, No. 3600 W. Fullerton Av. | A1-1068<br>(Elev.) | 11.50 |
| | D1-5199<br>(Sign) | 65.00 |
| | D1-5200<br>(Sign) | 8.00. |

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda—48.

*Nays*—None.

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## Authority Granted for Issuance of Free Permits and License Fee Exemptions for Certain Charitable, Educational and Religious Institutions.

The Committee on Finance to which had been referred (April 9, and April 17, 1969) sundry proposed ordinances to authorize issuance of free permits, license and inspection fee exemptions for certain charitable, educational and religious institutions, submitted reports recommending that the City Council pass said proposed ordinances transmitted therewith.

On separate motions made by Alderman Keane *each* of the said proposed ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda—48.

*Nays*—None.

Said ordinances as passed read respectively as follows (the Italic heading in each case not being a part of the ordinance):

### FREE PERMITS

*The Catholic Bishop of Chicago (St. Henry Church), No. 1956 W. Devon Avenue*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Buildings, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Water and Sewers and the Commissioner of Health, are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to The Catholic Bishop of Chicago (St. Henry Church) for construction of new apartment to serve as a convent for teaching religious, for all electrical work, and for the use of water in conjunction with such project, on the premises known as No. 1956 W. Devon Avenue.

Said building shall be used exclusively for religious and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

*The Catholic Bishop of Chicago (St. Henry Church), No. 6327 N. Hoyne Avenue*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Buildings, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Water and Sewers and the Commissioner of Health, are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to The Catholic Bishop of Chicago (St. Henry Church) for construction of Parish Administration Building and Social Center, for all electrical work, and for the use of water in conjunction with such project, on the premises known as No. 6327 N. Hoyne Avenue.

Said building shall be used exclusively for religious and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

*Mount Sinai Hospital Medical Center*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Buildings, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Water and Sewers and the Commissioner of Health, are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Mount Sinai Hospital Medical Center, No. 2750 W. 15th Place, for the construction of two driveways and for the use of water in conjunction therewith on the premises known as No. 2720 W. 15th Place; and No. 2710 W. 15th Place.

Said building shall be used exclusively for medical purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

*St. Paul's Evangelical Lutheran Church*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Buildings, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Water and Sewers and the Commissioner of Health, are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to St. Paul's Evangelical Lutheran Church for the construction of a new church building and for the use of water in conjunction therewith on the premises known as No. 1301 N. LaSalle Street.

Said building shall be used exclusively for religious and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

*The Salvation Army—Mont Clare Corps*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Buildings, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Water and Sewers and the Commissioner of Health, are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to The Salvation Army—Mont Clare Corps for the construction of an addition to existing building on the premises known as No. 7225 W. Belmont Avenue.

Said building shall be used exclusively for religious and educational purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

LICENSE FEE EXEMPTIONS
*Day Care Centers*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care centers, which are not operated for gain but where a charge is made for the care of children, are hereby exempted from the payment of the license fee for the current license period, which expires April 30, 1970:

Bethel Day Nursery, No. 1434 S. Laflin St.

Chicago Association for Retarded Children, St. Elizabeth Head Start for Retarded Children, No. 4046 S. Michigan Av.

Chicago Association for Retarded Children, South Deering Methodist Church, Head Start for Retarded, No. 10536 S. Bensley Av.

Chicago Child Care Society, No. 5467 S. University Av.

Chicago Sinai Congregation Nursery School, No. 5350 S. South Shore Drive.

Congregations K.I.N.S. of West Rogers Park, No. 2800 W. North Shore Av.

Emmanuel Community Church Day Nursery, No. 618 E. 72nd St.

Firman House, No. 37 W. 47th St.

First Independent Church-School-Mission Twinkle Little Star Center, Nos. 3652-3656 N. Wilton Av.

First Presbyterian Church Day Care Center, No. 6400 S. Kimbark Av.

Greater Institutional A.M.E. Church Day Care Center, Kindergarten, School for Special Children and Head Start Program, Nos. 121 E. 78th Street and 7800 S. Indiana Av.

Holy Family Lutheran Church Head Start, No. 542 W. Hobbie St.

Hyde Park Neighborhood Club, No. 5480 S. Kenwood Av.

Hyde Park Union Church Nursery School, No. 5600 S. Woodlawn Av.

Hyde Park Unitarian Cooperative Nursery School, No. 5650 S. Woodlawn Av.

Lutheran Day Nursery, Nos. 1802-1808 N. Fairfield Av.

Marillac Social Center, No. 2822 W. Jackson Blvd.

Mary Crane Nursery School, No. 2905 N. Leavitt St.

North Park Covenant Church Nursery School, No. 5250 N. Christiana Av.

Sisters of the Resurrection Day Care Center, No. 1849 N. Hermitage Av.

Uptown Lutheran Day Care Center, No. 5030 N. Marine Drive.

Varnas Montessori Day Care Center, Inc., Nos. 3038-3040 W. 59th St.

Virginia Frank Child Development Center of the JCS, No. 3033 W. Touhy Av.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

*Hospitals*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago, the following hospitals that are not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1969:

Grant Hospital of Chicago, No. 551 W. Grant Place.

Resurrection Hospital, No. 7435 W. Talcott Avenue.

St. Anne's Hospital, No. 4950 W. Thomas Street.

South Chicago Community Hospital, No. 2320 E. 93rd Street.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

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## City Comptroller Authorized to Cancel Certain Uncollectible Warrants for Collection.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

*Ordered,* That the City Comptroller is authorized in accordance with his request dated April 9, 1969, to cancel the uncollectible warrants for collection in the amount of $2,006.25, as listed in his communication.

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda—48.

*Nays*—None.

### City Comptroller Authorized to Accept Compromise Offers in Settlement of Certain Warrants for Collection.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

*Ordered,* That the City Comptroller is authorized, in accordance with his requests dated April 8, and April 16, 1969, and the attached recommendations of the Corporation Counsel to accept compromise offers in settlement of various warrants for collection as follows:

| *Year* | *Warrant Number* | *Amount* | *Compromise Offer* |
|---|---|---|---|
| 1969 | F- 291 | $712.88 | $534.66 |
| 1969 | F- 439A | 113.66 | 85.25 |
| 1969 | F- 459 | 99.05 | 74.28 |
| 1968 | F- 1309 | 495.00 | 371.25 |
| 1968 | F- 4406 | 496.69 | 370.00 |
| 1968 | D-98096B | 264.82 | 198.75 |
| 1965 | D-98554 | 268.75 | 201.57 |
| 1968 | D-98680 | 471.73 | 353.80 |
| 1968 | D-98723 | 518.38 | 388.00 |
| 1965 | D-99199 | 255.42 | 191.57 |
| 1965 | D-99311 | 192.38 | 144.29 |
| 1965 | D-99370 | 313.88 | 235.41 |
| 1969 | G- 34 | 53.16 | 39.87 |
| 1968 | G- 149 | 857.61 | 640.00 |
| 1969 | N- 4147 | 15.57 | 7.78 |
| 1966 | F- 383 | 235.45 | 176.59 |
| 1965 | F- 834 | 262.98 | 197.25 |
| 1969 | F- 861A | 40.50 | 20.25 |
| 1969 | F- 889 | 331.31 | 248.48 |
| 1964 | F- 2886A | 217.18 | 162.91 |
| 1964 | F- 2911 | 96.99 | 72.76 |
| 1964 | F- 3122 | 107.91 | 80.93 |
| 1965 | F- 3501 | 76.53 | 57.40 |
| 1964 | F- 4125 | 174.94 | 131.21 |
| 1964 | F- 4328 | 103.88 | 77.93 |
| 1966 | D-98084 | 181.89 | 136.42 |
| 1966 | D-98522 | 598.22 | 448.67 |
| 1969 | G- 16 | 317.28 | 244.06 |
| 1969 | G- 37 | 765.45 | 588.81 |
| 1968 | H- 187 | 83.33 | 60.00 |
| 1966 | N- 4022 | 140.68 | 105.51 |
| 1966 | N- 4112 | 69.00 | 51.75 |
| 1969 | N- 4141 | 7.44 | 5.00 |
| 1965 | N- 4318 | 17.12 | 12.84 |
| 1965 | N- 4475 | 33.32 | 25.00 |
| 1965 | N- 4530 | 262.14 | 196.60 |

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda—48.

*Nays*—None.

### Corporation Counsel Authorized and Directed to File Foreclosure Proceedings on Account of Delinquent Special Assessments.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

*Ordered,* That the Corporation Counsel is authorized and directed to file foreclosure proceedings on account of delinquent special assessments against the parcels of property shown on the following tabulation, and the Committee on Finance is directed to transmit all documents in connection with said requests to the Corporation Counsel for action:

| *Parcel* | *Location* | *Owner* |
|---|---|---|
| | 1104 W. 105th Street | Ephraim Dohner—Nathan Slutzky |
| | 5431-5433 S. Racine Avenue | Mildred G. Mrozek |
| | 3436 W. Lake Street | Carl A. Schoenberger |
| 3 | 11133-49 S. Ashland Avenue | Ada Sills |
| 2 | 4159 W. 63rd Street | Elsie Lhotka |
| 1 | 5850-52 S. Archer Avenue | Elsie Lhotka |
| | 1405 N. Ashland Avenue | Thaddeus Tregarz |
| | 5207 S. Kilpatrick Avenue | Elsie Lhotka |
| | 5400 S. Keating Avenue | Elsie Lhotka |
| | 10630-10636 S. May Street | Julian R. Hansen |
| | 6445 S. Austin Avenue | Elsie Lhotka |
| | 10646-10656 S. May Street | Julian R. Hansen |
| | 9547, 9549, 9555 to 9569 S. Ewing Avenue | Lillian Schwartz |
| | 10334 S. Avenue M | Ernest Bethman and Wife Clara |
| | 10922 S. Halsted Street | City Realty Exchange, Inc. |
| | 1350 W. 61st Street | City Realty Exchange, Inc. |
| | 7915 S. Damen Avenue | City Realty Exchange, Inc. |
| | 11256 S. May Street | City Realty Exchange, Inc. |

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda—48.

*Nays*—None.

### Execution and Acceptance of Lease Authorized with I.C. RR. Co. Granting to City and L and P Broadcasting Co. Right of Occupancy of Certain Railroad Property for Temporary Parking Purposes during Construction of S. Kedzie Av. Bridge.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, to authorize acceptance of lease with Illinois Central Railroad Company permitting the City and L & P Broadcasting Company to occupy certain railroad property for parking purposes during the construction of the S. Kedzie Avenue Bridge.

On motion of Alderman Keane the said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda—48.

*Nays*—None.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Public Works be and he is hereby authorized and directed to execute, and the City Comptroller to accept and file for record, upon the approval as to form and legality of the Corporation Counsel, a certain temporary Parking Lot Lease, by and between the Illinois Central Railroad Company, as Lessor, and City of Chicago, as Lessee, to provide temporary parking space for L&P Broadcasting Company for the reason its parking facilities are unavailable due to the construction of the S. Kedzie Avenue Bridge, which lease is in form and substance as follows:

This Lease, made in duplicate this ............... day of 19......, by and between the Illinois Central Railroad Company, a corporation, party of the first part (hereinafter called the Lessor), and City of Chicago, a municipal corporation of the State of Illinois, party of the second part, hereinafter called the Lessee (words referring to the Lessee to be taken of such number and gender as shall be appropriate).

WITNESSETH, that:

1. The Lessor, in consideration of the agreements of the Lessee herein contained, does by these presents demise and lease to the Lessee, the premises in City of Chicago, in the County of Cook, State of Illinois, described as follows, to wit: An area of 3841 square feet (23′ x 167′) located approximately 126 feet west of the center line of S. Kedzie Avenue measured along the center line of the R/W of the Illinois Central Railroad, all as shown on plats attached hereto and made a part hereof, to have and to hold the above described premises, with the appurtenances, unto the Lessee, from the ..................... day of ....................., 19......, until the ........... day of ............................, 19...., as hereinafter provided, for use as a parking lot by L&P Broadcasting Corporation and not otherwise, subject to renewal by the Lessee upon giving 10 day's notice prior to termination hereof.

2. The Lessee, in consideration of the premises, hereby agrees to pay the Lessor as rent for said demised premises the sum of $60.00 per annum. There will be no charge for parking during the period this lease remains in effect.

3. The Lessee shall pay all taxes, license fees or other charges which may become due or which may be assessed against the said premises, the Lessee, the business conducted on said premises or any and all improvements placed thereon, except special assessments for public improvements; and shall reimburse the Lessor for any such taxes, license fees or other charges which may be paid for by Lessor promptly upon the presentation by the Lessor of bills for the amount thereof; and in default of such reimbursements, all sums so paid by the Lessor shall be deemed as additional rental and recoverable as such. In the event the premises hereby demised, or any part thereof, shall be subject to any special assessment for any public improvement or improvements, the rental herein reserved and stipulated to be paid by the Lessee shall be increased by 6% per annum of the amount of such assessments.

4. The Lessee will, at its expense, within a reasonable time erect, finish, put to use and maintain a good, substantial parking lot, and a fence or barricade on the above described premises of sufficient strength to prevent cars from going upon or being parked on Lessor's property or other premises beyond the area herein described, and shall also obtain licenses and permits required for the operation and maintenance of said parking lot, where necessary.

5. The Lessee will not erect any building, structure, or barricade, or pile any material nearer than eight and one-half feet to the center line of any railroad track on or near the premises, nor erect any building or structure thereon without first obtaining consent in writing from Lessor.

6. No signs or advertisements shall be displayed on the leased premises other than suitable signs required for use in operation of the leased premises as a parking enterprise as specified herein.

7. The Lessee, at its expense shall police and keep the premises free of vegetation and debris and in a neat and sanitary condition, and to conform to all municipal ordinances and state laws regarding sanitation, fire and other matters, governing the maintenance and use of the said premises by Lessee for the purpose for which same are herein leased.

8. The Lessee hereby agrees to indemnify, save and hold the Lessor harmless from any and all loss, cost, damage or expense of whatsoever kind or character arising from, attributable to, growing out of, or in any manner whatsoever connected with the use of the premises as provided for herein, or the unauthorized use of premises of Lessor adjacent thereto, by Lessee or Lessee's patrons, and notwithstanding any negligence upon the part of Lessor, its agents, servants or employees. Lessee shall at its own cost and expense defend any and all claims, suits and actions arising out of the undertakings of Lessee herein, and pay all attorney's fees and costs incident thereto and discharge all liability thereon. Lessee will furnish liability insurance satisfactory to Lessor if requested.

9. Lessee agrees to indemnify and save harmless Lessor, its employees and agents and to assume all risk, responsibility and liability for death of,

or injury to, any persons, including, but not limited to, employees, agents, officers, patrons and licensees of the parties hereto, and agrees to indemnify and save harmless Lessor, its employees and agents and assume all risk, responsibility and liability for loss, damage or injury to any property, and agrees to pay for all loss or damage to property of Lessor or property in its custody or possession, including loss of use thereof, together in all cases with all liability for any expenses, attorney's fees and costs incurred or sustained by Lessor, arising from or in any manner or degree attributable to the existence of or storage of explosive material or other inherently dangerous commodities on the demised premises regardless of any negligence of Lessor.

10. Either party hereto shall be permitted to terminate this Lease and the tenancy hereby created at any time by giving the other party hereto sixty days written notice of such intention.

11. This Lease is made subject to the approval of any governmental authority having jurisdiction thereover and subject to the rights of any such governmental authority to terminate the same at any time public interest or convenience requires it.

12. If the rent above reserved, or any part thereof, shall be unpaid on the day when due, or if default shall be made by the Lessee in keeping or performing any of the covenants or agreements herein contained, then this Lease shall, at the election of the Lessor, be null and void and the term provided for herein shall be ended, and whenever or however ended the Lessor shall have the right (without being guilty of any manner of trespass or forcible entry or detainer) either with or without notice or demand, and either with or without process of law, to immediately take possession of said premises and any and every part thereof, and to remove therefrom the said Lessee and/or any person or persons occupying the said premises or any part thereof, using such force in removing the said Lessee, person or persons and effects as may be necessary in so doing and to repossess and enjoy the said premises; and when the said term shall be ended the Lessee hereby covenants and agrees to give up and surrender the said demised premises and buildings thereon erected peaceably to the Lessor and at once, on the ending of the term as aforesaid, without further demand or notice; thereupon all buildings and erections at that time being upon the land leased shall become the property of the Lessor; but nothing herein contained shall be held to prevent the Lessee from removing from the said leased premises at any time before the termination of this Lease all buildings or structures erected thereon by it. In the event of termination hereof, by lapse of time or otherwise, Lessee hereby agrees, at the sole cost and expense of the Lessee, to restore the premises of the Lessor to a like condition as at present insofar as the same may be practicable in the opinion of the duly authorized representative of the Lessor.

13. This Lease shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto but shall not be assigned by the Lessee without the Lessor's consent in writing.

In Witness Whereof, the parties to this Lease have hereunto set their hands or caused the same to be signed by their authorized officers or agents, the day and year first above written.

[Signature forms omitted]

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

## Execution of Three Easement Agreements Authorized between The Metropolitan Sanitary District of Greater Chicago, R. Lavin & Sons, Inc., L & P Broadcasting Co. and Abbott Contractors, Inc. for Construction of S. Kedzie Avenue Bridge.

The Committee on Finance submitted a report recommending that the City Council pass three proposed ordinances transmitted therewith, to authorize execution of three easement agreements between The Metropolitan Sanitary District of Greater Chicago, R. Lavin & Sons, Inc., L & P Broadcasting Company and Abbott Contractors Inc. to permit construction of full width roadway at S. Kedzie Avenue Bridge.

On separate motions made by Alderman Keane *each* of the said proposed ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda—48.

*Nays*—None.

Said ordinances as passed read respectively as follows (the Italic heading in each case not being a part of the ordinance):

### *R. Lavin & Sons, Inc.*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Commissioner of Public Works be and he is hereby authorized and directed to execute, the City Clerk to attest, and the City Comptroller to accept and file for record upon the approval as to form and legality by the Corporation Counsel, a certain Easement Agreement between The Metropolitan Sanitary District of Greater Chicago, R. Lavin & Sons, Inc., and the City of Chicago, affecting certain lands adjacent to the construction of the S. Kedzie Avenue Bridge as therein described, which agreement is in form and substance as follows:

AGREEMENT

This Agreement, made and entered into this.......... day of............................, 1969, by and between The Metropolitan Sanitary District of Greater Chicago, a Municipal corporation of the State of Illinois, hereinafter referred to as the "District", R. Lavin & Sons, Inc., an Illinois corporation, hereinafter referred to as the "Company", and the City of Chicago, a Municipal corporation of the State of Illinois, hereinafter known as the "City".

WITNESSETH:

Whereas, The City is proposing the construction of a bridge over the Chicago Sanitary and Ship Canal at South Kedzie Avenue in Chicago, Illinois; and

Whereas, Such construction is over, above and through certain lands owned by the District and so designated on the Plat attached hereto and marked Exhibit "A"; and

Whereas, In order to construct said bridge and to maintain same, it is necessary for the District to grant a permanent easement to the City; and

Whereas, Said premises have been leased to the Company for a period of ninety-nine (99) years commencing November, 1919, and expiring October 30, 2018.

Now, Therefore, In consideration of the sum of one dollar ($1.00), in hand paid by the City to the District and Company herein, the receipt and sufficiency of which is hereby acknowledged, the District does hereby give, grant and convey to the City a perpetual easement, right, permission and authority to construct, maintain and operate said bridge on, over and through the following described property:

*Parcel A*

> That part of Lot 22 of Sanitary District Trustee's Subdivision of right-of-way from North and South center line of Section 30, Township 39 North, Range 14 East of the Third Principal Meridian to West line of Section 7, Township 38 North, Range 13 East of the Third Principal Meridian described as follows:
>
> Beginning at the intersection of the Northerly line of said Lot 22 and the West line of South Kedzie Avenue, thence Southwesterly along the Northerly line of Lot 22, a distance of Eight and Six Tenths feet (8.6′), thence South parallel to the West line of South Kedzie Avenue, a distance of Seventy-three feet (73′), thence Southeasterly in a straight line a distance of Twelve feet (12′) to a point on the West line of South Kedzie Avenue, a distance of Eighty-five and Two Tenths feet (85.2′) South of the point of beginning, thence North along the West line of South Kedzie Avenue, a distance of Eighty-five and Two Tenths feet (85.2′) to the point of beginning in Cook County, Illinois.

1. It is agreed that said City has submitted plans for said bridge over that part of the property legally described above, which plans have been approved by the Chief Engineer of the District. No change affecting the District's property or operations shall be made in any approved plans, specifications or special provisions without approval of such change in writing from the District.

2. It is further agreed that said premises of the District will be restored by the City or its Contractor, or Contractors, to as suitable a condition as when received by the City upon completion of said bridge.

3. It is further agreed said easement is granted subject to the District reserving its rights to the surface or underground use of said lands for any purpose, provided such use does not interfere, reduce or curtail the uses for bridge construction or maintenance granted to the City.

4. It is further agreed the perpetual easement, right, permission and authority granted the City with respect to the above described property shall be subject to the rights of the Company as Lessee.

5. In the event said bridge construction shall not begin within a period of three years, or in the event there is an abandonment of the premises by the City, all rights and privileges herein granted shall terminate and said premises shall be restored to the conditions existing prior to the commencement of construction.

6. In further consideration of the District's granting this easement, the City agrees that it shall defend, protect, indemnify, keep and save harmless, the District against any and all liabilities, judgments, costs, damages, expenses and attorney's fees which may in any wise come against the District in the consequences of granting this easement and the City shall pay all valid claims and demands whatsoever arising out of bodily injuries, including death at any time resulting therefrom, accidentally sustained by any person, or persons, damage to property, including the loss of use thereof, arising out of or in consequence of the issuance of this easement, whether such injuries to person, or persons, including death at any time resulting therefrom, damage to property, are due, or claim to be due, to any negligence of the District, the City or any Contractor or Sub-Contractor of the City.

7. The provisions of Section 6 above shall be waived in the event that the Contractor, prior to engaging upon the work to be done, shall procure, maintain, and keep in force, at Contractor's expense, Workmen's Compensation and Occupational Diseases insurance in conformity with the Illinois Workmen's Compensation and Occupational Diseases Acts, as amended; completed builder's risk (all risk) insurance, which policy of insurance shall include the Sanitary District as one of the named insured in the sum of 100% of the amount of the contract; public liability insurance in an amount not less than $500,000 for injury to any one person and subject to the same limit for each person in an amount not less than $1,000,000 on account of any one accident with District named insured; property damage insurance in an amount not less than $100,000 with District named insured. Prior to being permitted to engage upon the work, the Contractor shall furnish the certificates of such insurance or other suitable evidence that such insurance coverage has been procured and is being maintained in full force and effect. Such certificate or certificates shall provide that no change, modification in or cancellation of any insurance shall become effective until the expiration of ten (10) days after written notice thereof shall have been given to the District.

8. This easement shall run with the land and be binding upon the grantors, their heirs and assigns forever.

In Witness Whereof, The parties hereto have caused these presents to be executed by their duly authorized officials the day and year first above written.

[Signature forms and Exhibit "A" omitted]

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

### *L & P Broadcasting Co.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Public Works be and he is hereby authorized and directed to execute, the City Clerk to attest, and the City Comptroller to accept and file for record upon the approval as to form and legality by the Corporation Counsel, a certain Easement Agreement between The Metropolitan Sanitary District of Greater Chicago, the L & P Broadcasting Company, and the City of Chicago, affecting certain lands adjacent to the construction of the S. Kedzie Avenue Bridge as therein described, which agreement is in form and substance as follows:

#### AGREEMENT

This Agreement, made and entered into this ...... day of ...................., 1969, by and between The Metropolitan Sanitary District of Greater Chicago, a Municipal corporation of the State of Illinois, hereinafter referred to as the "District", L & P Broadcasting Company, an Illinois corporation, hereinafter referred to as the "Company", and the City of Chicago, a Municipal corporation of the State of Illinois, hereinafter known as the "City".

WITNESSETH:

Whereas, the City is proposing the construction of a bridge over the Chicago Sanitary and Ship Canal at South Kedzie Avenue in Chicago, Illinois; and

Whereas, such construction is over, above and through certain lands owned by the District and so designated on the Plat attached hereto and marked Exhibit "A"; and

Whereas, in order to construct said bridge and to maintain same, it is necessary for the District to grant a permanent easement to the City; and

Whereas, said premises have been leased to the Company for a period of ninety-nine (99) years commencing July 15, 1951 and expiring July 14, 2050.

Now, Therefore, in consideration of the sum of one dollar ($1.00), in hand paid by the City to the District and Company herein, the receipt and sufficiency of which is hereby acknowledged, the District does hereby give, grant and convey to the City a perpetual easement, right, permission and authority to construct, maintain and operate said bridge on, over and through the following described property:

*Parcel B*

That part of Lot 23 of Sanitary District Trustee's Subdivision of right of way from North and South center line of Section 30, Township 39 North, Range 14 East of the Third Principal Meridian to the West line of Section 7, Township 38 North, Range 13 East of the Third Principal Meridian described as follows:

Beginning at the intersection of the Southerly line of said Lot 23 and the West line of South Kedzie Avenue, thence Southwesterly along the Southerly line of said Lot 23, a distance of Eight and Six tenths feet (8.6′), thence North parallel with the West line of South Kedzie Avenue, a distance of Sixty-eight feet (68′), thence Northeasterly in a straight line, a distance of Twenty-three and Four tenths feet (23.4′) to a point on the West line of South Kedzie Avenue Eighty-six and eight tenths feet (86.8′) North of the point of beginning, thence South along the West line of South Kedzie Avenue, a distance of Eighty-six and Eight tenths feet (86.8′) to the point of beginning in Cook County, Illinois.

1. It is agreed that said City has submitted plans for said bridge over that part of the property legally described above, which plans have been approved by the Chief Engineer of the District. No change affecting the District's property or operations shall be made in any approved plans, specifications or special provisions without approval of such in writing from the District.

2. It is further agreed that said premises of the District will be restored by the City or its Contractor, or Contractors, to as suitable a condition as when received by the City upon completion of said bridge.

3. It is further agreed said easement is granted subject to the District reserving its rights to the surface or underground use of said lands for any purpose, provided such use does not interfere, reduce or curtail the uses for bridge construction or maintenance granted to the City.

4. It is further agreed the perpetual easement, right, permission and authority granted the City with respect to the above described property shall be subject to the rights of the Company as Lessee.

5. In the event said bridge construction shall not begin within a period of three years, or in the event there is an abandonment of the premises by the City, all rights and privileges herein granted shall terminate and said premises shall be restored to the conditions existing prior to the commencement of construction.

6. In further consideration of the District's granting this easement, the City agrees that it shall defend, protect, indemnify, keep and save harmless, the District against any and all liabilities, judgments, costs, damages, expenses and attorney's fees which may in any wise come against the District in the consequences of granting this easement and the City shall pay all valid claims and demands whatsoever arising out of bodily injuries, including death at any time resulting therefrom, accidentally sustained by any person, or persons, damage to property, including the loss of use thereof, arising out of or in consequence of the issuance of this easement, whether such injuries to person, or persons, including death at any time resulting therefrom, damage to property, are due, or claim to be due, to any negligence of the District, the City or any Contractor or Sub-Contractor of the City.

7. The provisions of Section 6 above shall be waived in the event that the Contractor, prior to engaging upon the work to be done, shall procure, maintain, and keep in force, at Contractor's expense, Workmen's Compensation and Occupational Diseases insurance in conformity with the Illinois Workmen's Compensation and Occupational Diseases Acts, as amended; completed builder's risk (all risk) insurance, which policy of insurance shall include the Sanitary District as one of the named insured in the sum of 100% of the amount of the contract; public liability insurance in an amount not less than $500,000 for injury to any one person and subject to the same limit for each person in an amount not less than $1,000,000 on account of any one accident with District named insured; property damage insurance in an amount not less than $100,000 with District named insured. Prior to being permitted to engage upon the work, the Contractor shall furnish the certificates of such insurance or other suitable evidence that such insurance coverage has been procured and is being maintained in full force and effect. Such certificate or certificates shall provide that no change, modification in or cancellation of any insurance shall become effective until the expiration of ten (10) days after written notice thereof shall have been given to the District.

8. This easement shall run with the land and be binding upon the grantors, their heirs and assigns forever.

In Witness Whereof, the parties hereto have caused these presents to be executed by their duly authorized officials the day and year first above written.

[Signature forms and Exhibit "A" omitted]

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

### *Abbott Contractors, Inc.*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Commissioner of Public Works be and he is hereby authorized and directed to execute, the City Clerk to attest, and the City Comptroller to accept and file for record upon the approval as to form and legality by the Corporation

Counsel, a certain Easement Agreement between The Metropolitan Sanitary District of Greater Chicago, Abbott Contractors, Inc., and the City of Chicago, affecting certain lands adjacent to the construction of the S. Kedzie Avenue bridge as therein described, which agreement is in form and substance as follows:

### AGREEMENT

This Agreement, made and entered into this ...... day of ..................., 1969, by and between The Metropolitan Sanitary District of Greater Chicago, a Municipal corporation of the State of Illinois, hereinafter referred to as the "District", Abbott Contractors, Inc., an Illinois corporation, hereinafter referred to as the "Company", and the City of Chicago, a Municipal corporation of the State of Illinois, hereinafter known as the "City".

### WITNESSETH:

Whereas, the City is proposing the construction of a bridge over the Chicago Sanitary and Ship Canal at South Kedzie Avenue in Chicago, Illinois; and

Whereas, such construction is over, above and through certain lands owned by the District and so designated on the Plat attached hereto and marked Exhibit "A"; and

Whereas, in order to construct said bridge and to maintain same, it is necessary for the District to grant a permanent easement to the City; and

Whereas, said premises have been leased to the Company for a period of fifty (50) years commencing March 1, 1951, and expiring February 28, 2001.

Now, Therefore, in consideration of the sum of one dollar ($1.00), in hand paid by the City to the District and Company herein, the receipt and sufficiency of which is hereby acknowledged, the District does hereby give, grant and convey to the City a perpetual easement, right, permission and authority to construct, maintain and operate said bridge on, over and through the following described property:

*Parcel C*

> That part of Lot 21 of Sanitary District Trustees' Subdivision of right of way of North and South Center line of Section 30, Township 39 North, Range 14 East of the Third Principal Meridian to the West line of Section 7, Township 38 North, Range 13 East of the Third Principal Meridian described as follows:
>
> Beginning at the intersection of the Southerly line of said Lot 21 and the East line of South Kedzie Avenue, thence Northeasterly along the Southerly line of Lot 21 a distance of Eight and Six Tenths feet (8.6′), thence North parallel with the East line of South Kedzie Avenue a distance of Sixty-two feet (62.0′), thence Northwesterly in a straight line a distance of Twelve feet (12′) to a point on the East line of South Kedzie Avenue Seventy-four and Two Tenths feet (74.2′) North of the point of beginning, thence South along the East line of South Kedzie Avenue a distance of Seventy-four and Two Tenths feet (74.2′) to the point of beginning in Cook County, Illinois.

1. It is agreed that said City has submitted plans for said bridge over that part of the property legally described above, which plans have been approved by the Chief Engineer of the District. No change affecting the District's property or operations shall be made in any approved plans, specifications or special provisions without approval of such change in writing from the District.

2. It is further agreed that said premises of the District will be restored by the City or its Contractor, or Contractors, to as suitable a condition as when received by the City upon completion of said bridge.

3. It is further agreed said easement is granted subject to the District reserving its rights to the surface or underground use of said lands for any purpose, provided such use does not interfere, reduce or curtail the uses for bridge construction or maintenance granted to the City.

4. It is further agreed the perpetual easement, right, permission and authority granted the City with respect to the above described property shall be subject to the rights of the Company as Lessee.

5. In the event said bridge construction shall not begin within a period of three years, or in the event there is an abandonment of the premises by the City, all rights and privileges herein granted shall terminate and said premises shall be restored to the conditions existing prior to the commencement of Construction.

6. In further consideration of the District's granting this easement, the City agrees that it shall defend, protect, indemnify, keep and save harmless, the District against any and all liabilities, judgments, costs, damages, expenses and attorneys' fees which may in any wise come against the District in the consequences of granting this easement and the City shall pay all valid claims and demands whatsoever arising out of bodily injuries, including death at any time resulting therefrom, accidentally sustained by any person, or persons, damage to property, including the loss of use thereof, arising out of or in consequence of the issuance of this easement, whether such injuries to person, or persons, including death at any time resulting therefrom, damage to property, are due, or claim to be due to any negligence of the District, the City or any Contractor or Sub-Contractor of the City.

7. The provisions of Section 6 above shall be waived in the event that the Contractor, prior to engaging upon the work to be done, shall procure, maintain, and keep in force, at Contractor's expense, Workmen's Compensation and Occupational Diseases insurance in conformity with the Illinois Workmen's Compensation and Occupational Diseases Acts, as amended; completed builder's risk (all risk) insurance, which policy of insurance shall include the Sanitary District as one of the named insured in the sum of 100% of the amount of the contract; public liability insurance in an amount not less than $500,000 for injury to any one person and subject to the same limit for each person in an amount not less than $1,000,000 on account of any one accident with District named insured; property damage insurance in an amount not less than $100,000 with District named insured. Prior to being permitted to engage upon the work, the Contractor shall furnish the certificates of such insurance or other suitable evidence that such insurance coverage has been procured and is being maintained in full force and effect. Such certificate or certificates shall provide that no change, modification in or cancellation of any insurance shall become effective until the expiration of ten (10) days after written notice thereof shall have been given to the District.

8. This easement shall run with the land and be binding upon the grantors, their heirs and assigns forever.

In Witness Whereof, the parties hereto have caused these presents to be executed by their duly authorized officials the day and year first above written.

[Signature forms and Exhibit "A" omitted]

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

### City Comptroller Authorized to Advertise for Sale Parcel of Vacant City-Owned Property at No. 3711 W. 83rd Pl.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (referred to the committee on March 14, 1969):

WHEREAS, The Chicago Public Library no longer requires the use of the property described below, and has submitted its proposal to disposal of said property to the Department of Development and Planning, and the Chicago Plan Commission; and

WHEREAS, The Department of Development and Planning, and the Chicago Plan Commission have duly approved said proposal; and

WHEREAS, This Body has duly reviewed the recommendations of said Agencies and finds that said property is no longer necessary, appropriate, or required for the use of, or profit to, or for the best interests of the City; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant City property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago:

Lot 5 in Block 3 in Clark & Marstons Second Addition to Clarkdale, Section 35, Township 38 North, Range 13 East of the Third Principal Meridian, in the City of Chicago, County of Cook, Illinois, commonly known as No. 3711 W. 83rd Place.

SECTION 2. This ordinance shall take effect and be in full force from and after the date of its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda—48.

*Nays*—None.

### Acquisition of Property Authorized at E. 79th St. and Dr. Martin Luther King Jr. Drive for Branch Library Site.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

WHEREAS, The Board of Directors of the Chicago Public Library, by Resolution dated November 11, 1968, has duly approved and recommended the purchase of the following described property as, and for a Branch Library site; and

WHEREAS, Said site for a Branch Library has been duly considered and approved by the Chicago Plan Commission on July 25, 1968; and

WHEREAS, The City Council has considered the recommendations and the approvals of said bodies; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. It is hereby determined and declared that it is useful, desirable and necessary to the City of Chicago, that the City of Chicago acquire the following property for a Library Building Site:

Lots 6, 7, 8, 9 and 10 in Block 8 in Chatham Fields subdivision of the Northeast quarter of Section 34, Township 38 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

SECTION 2. The Corporation Counsel is authorized to negotiate with the owner or owners for the purchase of the property described above. In case the Corporation Counsel is able to agree with the owner or owners of said property upon the purchase price thereof, he is authorized to purchase said property subject to the approval of the City Council.

SECTION 3. In case of the inability of the Corporation Counsel to agree with the owner or owners of said property or any part thereof, upon the purchase price thereof, or in case the owner or owners or any of them are incapable of consenting to the sale thereof, or in case the names or residences of said owner or owners are unknown, or they are non-residents of the State of Illinois, the Corporation Counsel shall institute and prosecute condemnation proceedings for the purpose of acquiring title to said property under the City's right of eminent domain, and said property is hereby declared to be useful, advantageous, desirable and necessary to the City of Chicago for the uses and purposes set forth above.

SECTION 4. This ordinance shall take effect and be in full force from and after its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda—48.

*Nays*—None.

### Execution of Agreement Authorized with Continental Building Corp. Concerning Changes and Alterations to Property Caused by Change in Grade and Approaches to New 35th Street Bridge.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Public Works be and he is hereby authorized and directed to execute, the Chief Engineer to approve, and the City Comptroller to accept and file for record, upon the approval as to form and legality of the Corporation Counsel, a certain Agreement by and between the Continental Building Corporation and the City of Chicago, relative to changes and alterations to the property of said corporation, due to change in grade and approaches to the new 35th Street Bridge, which agreement is in form and substance as follows:

AGREEMENT

This Agreement, made and entered into this 8th day of January, A.D., 1969, by and between Continental Building Corporation, hereinafter known as "Owner", an Illinois Corporation, and the City of Chicago, a municipal corporation of the State of Illinois, hereinafter known as "City".

WITNESSETH:

Whereas, The City of Chicago proposes to construct a new bridge in 35th Street over the South Branch of the Chicago River; and

Whereas, Owner is the holder of the fee simple title to certain property adjoining the aforesaid bridge; and

Whereas, The proposed construction work will require a widening and change in elevation on the bridge and approaches thereto in the vicinity of Owner's property.

Now, Therefore, The parties hereto, in consideration of the grants and benefits set forth herein, do hereby agree as follows:

1. The City of Chicago hereby agrees that it will construct the new bridge approaches and appurtenances, all at its own cost and expense.

2. City agrees at its own expense to remove four basement windows on north wall, east of main entrance in building of Owner and to install in lieu thereof brick, glass block or other suitable material as agreed by Owner.

City will also remove the existing chain link fence and gate at the Owner's north property line near the east end and will remove the end section at the north end of the chain link fence on the top of the Owner's dock wall. City shall install new fencing or fence posts as required and shall install a new gate with a locking device and steel stairway providing access to the Owner's dock wall and make other necessary adjustments to accommodate the new bridge.

All such work shall first be approved by the owner in writing and all materials furnished and labor performed shall be of and in a first class and a workmanlike manner.

3. Owner does hereby grant to City, its contractors, agents or employees the right to enter upon the property of Owner adjoining the 35th Street Bridge and approaches for the purpose of making all of the aforementioned alterations.

4. Owner does hereby authorize City to make the necessary changes in grade and widening of 35th Street adjoining the property of Owner and Owner does hereby release City from any liability for claims resulting from the widening and change in grade of 35th Street as required for the construction of the bridge and approaches thereto.

5. City shall be and remain liable at all times for physical damage to property of Owner caused by negligence of City, its agents or servants.

In Witness Whereof, The parties hereto have caused this Agreement to be executed by their duly authorized officers the day and year hereinabove set forth.

[Signature forms omitted]

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed*, by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda—48.

*Nays*—None.

## Execution of Agreement Authorized with Spiegel, Inc. Concerning Widening and Change in Elevation on New 35th Street Bridge and Approaches Thereto.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Public Works be and he is hereby authorized and directed to execute, the Chief Engineer to approve, and the City Comptroller to accept and file for record, upon the approval as to form and legality of the Corporation Counsel, a certain Agreement and temporary easement by and between Spiegel, Inc., and the City of Chicago, for the construction of approaches to the 35th Street Bridge, which instrument is in form and substance as follows:

AGREEMENT

This Agreement, made and entered into this 19th day of Sept., A.D., 1968, by and between Spiegel, Inc., hereinafter known as "Owner", a Corporation authorized to do business in the State of Illinois, and City of Chicago, a municipal corporation of the State of Illinois, hereinafter known as "City".

WITNESSETH:

Whereas, The City of Chicago proposes to construct a new bridge in 35th Street over the South Branch of the Chicago River; and

Whereas, Owner is the holder of the fee simple title to certain property adjoining the aforesaid bridge; and

Whereas, The proposed construction work will require a widening and change in elevation on the bridge and approaches thereto in the vicinity of Owner's property.

Now, Therefore, The parties hereto, in consideration of the grants and benefits set forth herein, do hereby agree as follows:

The City of Chicago hereby agrees that it will construct the new bridge approaches and appurtenances, all at its own cost and expense. City further agrees at its own expense to remove five basement windows on south wall, west of main entrance in building of Owner and to install in lieu thereof, brick, glass block or other suitable material as agreed by Owner.

City also agrees to alter the existing fire escape at the west end of Owner's building and to make the necessary adjustments to connect the fire escape with the new width and the new elevation of 35th Street in a manner satisfactory to Owner. All of the aforementioned work shall be coordinated with the operations of Owner wherever possible and the necessary precautions will be taken to safeguard the property of Owner.

Owner does hereby grant to City, its contractors, agents or employees the right to enter upon the property of Owner adjoining the 35th Street Bridge and approaches for the purpose of making all of the aforementioned alterations.

Owner hereby releases City from any and all liability for damages to the abutting property of Owner that may be caused by or arising out of or resulting from the widening and changing of grade of 35th Street as a result of the construction of this bridge and approaches and any other changes in conditions resulting therefrom, excepting however, any physical damage to property of Owner caused by the negeligence of the City, its contractors or agents.

Owner does hereby acknowledge full satisfaction for all such liabilities, claims, demands, actions and causes of action, if any, that may hereafter accrue as a result of the construction and existence of said W. 35th Street Bridge and approaches and appurtenances thereto.

In Witness Whereof, The parties hereto have caused this agreement to be executed by their duly authorized officers the day and year hereinabove set forth.

[Signature forms omitted]

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda—48.

*Nays*—None.

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## Authority Granted for Maintenance, Repair and Painting of Existing Bridges, Viaducts and Related Appurtenances on Arterial Streets and Highways during Year 1969 and Allocation of M.F.T. Funds Therefor Authorized.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The City Comptroller and the City Treasurer, with the approval of the Department of Public Works and Buildings of the State of Illinois, are authorized and directed to allocate $300,000.00 from that part of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago, for the maintenance, repair and painting of the existing bridges, viaducts and appurtenances thereto, including exterior lighting and electronic visual aids, located on Arterial Streets and Highways in the City of Chicago, for the period beginning January 1, 1969 and ending December 31, 1969, the said sum to be kept in an account separate from other Motor Fuel Tax Fund accounts.

SECTION 2. The Commissioner of Public Works is authorized to expend from said fund any sum necessary for said purposes and for all necessary engineering and incidental costs, including the employment of special surveyors, testing engineers, consulting engineers and other persons, and for the payment of other expenses in connection with said purposes, and to cause said work to be done by day labor or under contract. At the written request of the Commissioner of Public Works, upon requisition issued by the Bureau of Engineering, accompanied by plans and specifications therefor, the City Purchasing Agent is authorized to advertise and receive bids for such work, materials, supplies and equipment as may be requested by said Commissioner of Public Works.

If it should become necessary for the prosecution of the foregoing work to remove, relocate, replace or adjust any part of the water-distributing system, street-lighting system, signal and fire-alarm and traffic-control systems of the City, the appropriate City Department shall perform such work after receipt of proper requisitions from the Bureau of Engineering, which shall charge the cost thereof to that portion of the Motor Fuel Tax Fund allocated for the project described in this ordinance. In connection with the performance of the work herein authorized, together with the supervising, inspection and engineering therefor, authority is granted for the storage inside street limits within 500 feet of the structure being repaired or maintained, of materials, machinery, equipment, vehicles and other facilities used in connection therewith. If it should become necessary to remove, relocate, replace and adjust any part of the equipment of any other governmental agency, such governmental agency may be requested by the Bureau of Engineering to perform such work, the cost thereof to be charged to that portion of the Motor Fuel Tax Fund allocated for the project described in this ordinance.

SECTION 3. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when properly approved by the Commissioner of Public Works.

SECTION 4. The City Clerk is directed to transmit two certified copies of this ordinance to the Division of Highways of the Department of Public Works and Buildings of the State of Illinois, through the District Engineer for District No. 10 of said Division of Highways.

SECTION 5. This ordinance shall be in force from and after its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda—48.

*Nays*—None.

Alderman Janousek moved to *Reconsider* the foregoing vote. The motion was *Lost*.

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### Approval Given to Adjustments in Wage Rates of Per Diem Electrical Mechanics.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the following wage rates of per diem employes, when doing work in accordance with the titles herein specified, adjusted to conform to the wage rates per hour for Electrical Mechanics as approved by the Electrical Joint Arbitration Board of the Electrical Contractors' Association of City of Chicago and the International Brotherhood of Electrical Workers, Local No. 134, are approved:

(1) Electrical Mechanics, $5.50 per hour, effective November 1, 1968.

(2) Electrical Mechanic (Sub-Foreman), $5.85 per hour, effective November 1, 1968.

SECTION 2. The Commissioner of Streets and Sanitation and the Commissioner of Water and Sewers are authorized and directed to prepare and approve payrolls in accordance herewith and the City Comptroller and the City Treasurer are authorized to pass for payment payrolls in accordance herewith when properly approved.

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed*, by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda—48.

*Nays*—None.

Alderman Janousek moved to *Reconsider* the foregoing vote. The motion was *Lost*.

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### Authority Granted for Payments for Hospital, Medical and Nursing Services Rendered Certain Injured Members of Fire and Police Depts.

The Committee on Finance submitted a report recommending that the City Council pass a proposed order transmitted therewith, to authorize payments of hospital, medical and nursing services rendered to certain injured members of the Fire and Police Departments.

On motion of Alderman Keane the said proposed order was *Passed*, by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda—48.

*Nays*—None.

The following is said order as passed:

*Ordered*, That the City Comptroller is authorized and directed to issue vouchers, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department herein named, provided such members of the Police Department shall enter into an agreement in writing with the City of Chicago to the effect that, should it appear that any of said members of the Police Department have received any sum of money from the party whose negligence caused such injury, or have instituted proceedings against such party for the recovery of damage on account of such injury or medical expense, then in that event the City shall be reimbursed by such member of the Police Department out of any sum that such member of the Police Department has received or may hereafter receive from such third party on account of such injury or medical expense, not to exceed the amount that the City may, or shall have paid on account of such medical expense, in accordance with Opinion No. 1422 of the Corporation Counsel of said City, dated March 19, 1926. The payment of any of these bills shall not be construed as an approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of such claims, as allowed, is set opposite the names of the injured members of the Police Department, and vouchers are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937:

| | |
|---|---|
| Gerald J. Bergerson, 043019, District 11; injured October 13, 1968 ........................$ | 5.60 |
| Michael J. Brady, 068298, District 2; injured August 28, 1968 ........................... | 57.50 |
| Benjamin F. Burton, 092273, Animal Care Section; injured April 13, 1968 ............ | 130.00 |
| Leroy L. Levy, 466486, District 14; in jured December 12, 1964 ...................... | 35.00 |
| Roy C. Martin, 506465, Task Force; in--jured August 31, 1968 ........................... | 10.00 |
| Wayne Lawrence McClory, 520331, District 19; injured March 17, 1968 .......... | 348.10 |
| Ted J. Ochol, 618470, Detective Division; injured November 23, 1968 ................... | 45.00 |
| Willie L. Anderson, 013640, District 7; injured November 28, 1968 ................... | 10.00 |
| Curtis R. Baker, 023173, District 15; injured March 22, 1968 ........................... | 418.50 |
| William F. Baldree, 024082, District 14; injured February 6, 1969 ...................... | 50.00 |
| Frank H. Bauler, 033835, District 20; injured November 15, 1968 ....................... | 275.50 |
| James Bigelow, 048772, District 9; injured July 6, 1968 ................................... | 439.20 |

| | |
|---|---|
| Clarence L. Bradley, 067447, Traffic Division; injured January 6, 1969 | $ 23.00 |
| Michael T. Callahan, 100038, District 6; injured January 27, 1969 | 39.25 |
| Clark S. Campbell, 101304, District 7; injured February 6, 1969 | 58.50 |
| Martin W. Conroy, 143025, Task Force; injured September 20, 1968 | 10.00 |
| Joseph DeChristopher, 176123, Traffic Division; injured December 9, 1968 | 2,600.40 |
| Richard M. DeFrancisco, 176605, District 9; injured November 30, 1968 | 661.05 |
| Joseph Dickson, 189646, District 1; injured January 12, 1969 | 40.00 |
| Gregory F. Driscoll, 205798, District 5; injured December 29, 1968 | 12.00 |
| Anthony J. Gasick, 271906, Traffic Division; injured November 6, 1968 | 1,439.70 |
| Kevin P. Geraghty, 277012, District 17; injured January 23, 1969 | 243.50 |
| Joseph H. Gonzalez, 290856, District 13; injured November 23, 1967 | 36.50 |
| Charles F. Grayzeck, 299213, District 11; injured September 28, 1968 | 277.75 |
| Charles E. Hamilton, 316342, District 5; injured December 26, 1968 | 12.00 |
| John V. Harris, 324484, District 12; injured January 12, 1968 | 26.00 |
| Henry J. Healy, 333109, Traffic Division; injured January 19, 1969 | 411.25 |
| Robert E. Healy, 333753, District 11; injured December 29, 1968 | 20.00 |
| Ronald F. Heiden, 335892, District 2; injured December 20, 1968 | 60.00 |
| Milton Howell, 359904, District 7; injured January 10, 1969 | 13.00 |
| Robert A. Janus, 377922, Traffic Division; injured December 19, 1968 | 776.45 |
| Donald W. Johannsen, 382192, District 12 injured November 10, 1968 | 11.00 |
| Larry Johnson, 385739, District 11; injured December 28, 1968 | 20.00 |
| Frank F. Jouzaitis, 392886, District 7; injured January 8, 1969 | 10.00 |
| Phillip J. Kelly, 410598, District 6; injured January 19, 1969 | 57.00 |
| Robert L. Kessner, 416047, District 14; injured February 6, 1969 | 35.50 |
| William H. Kulth, 426383, District 6; injured January 19, 1969 | 25.00 |
| George Kovac, 434654, District 12; injured December 19, 1967 | 15.00 |
| Melvin F. Kratshmer, 437345, District 15; injured January 13, 1969 | 35.50 |
| Thomas T. Kubic, 441769, District 12; injured November 10, 1968 | 10.00 |
| Bernard J. LaPrairie, 447430, District 13; injured February 2, 1969 | 105.00 |
| James R. LeFevour, 458319, District 10; injured September 22, 1968 | 8.25 |
| James R. LeFevour, 458319, District 10; injured February 1, 1969 | 69.00 |
| Daniel Magnesales, 490567, Central Services Division; injured October 30, 1968 | 20.00 |
| Anthony J. Mazzuca, 514441, Traffic Division; injured December 19, 1968 | 2,669.20 |
| Joseph Mastro, 509973, Traffic Division; injured January 25, 1969 | 48.50 |
| David D. Miller, 553495, District 15; injured February 4, 1969 | $ 30.35 |
| Brian J. Murphy, 577481, District 5; injured February 17, 1969 | 26.00 |
| John P. O'Connor, 607591, District 9; injured February 6, 1969 | 12.50 |
| Thomas C. O'Halleran, 611270, Task Force; injured September 20, 1968 | 18.00 |
| John H. Owens, 625200, Traffic Division; injured February 2, 1969 | 53.00 |
| Allen E. Pfeifer, 645886, District 10; injured November 22, 1968 | 27.00 |
| Robert L. Prskalo, 664677, District 4; injured February 27, 1969 | 25.00 |
| Edward Shaughnessy, 741129, Task Force; injured January 6, 1969 | 21.25 |
| Andrew Singletary, 751812, Detective Division; injured January 28, 1969 | 29.00 |
| Francis A. Sykes, 795363, District 3; injured February 24, 1969 | 10.00 |
| Thomas S. Williams, 869883, District 3; injured August 24, 1968 | 51.00 |
| William A. Gename, 276115, Youth Division; injured December 27, 1968 | 248.00 |
| Arthur L. LaGace, 446813, District 21; injured December 24, 1968 | 685.15 |
| Terence J. Murphy, 580313, District 18; injured January 15, 1969 | 263.50 |
| Booker T. Porter, 657248, Detective Division; injured January 29, 1969 | 108.00 |
| Roger M. Sullivan, 790326, District 14; injured January 18, 1969 | 708.50; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to issue vouchers, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Fire and the Police Departments herein named. The payment of any of these bills shall not be construed as an approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of said claims is set opposite the names of the injured members of the Fire and the Police Departments, and vouchers are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937:

| | |
|---|---|
| Michael A. Plovanich, 653141, District 18; injured July 1, 1968 | $ 20.00 |
| James W. Polk, 655005, District 3; injured January 27, 1968 | 12.00 |
| Edward L. Simanek, 749593, Task Force; injured June 4, 1968 | 50.00 |
| Charles V. Sturm, 786756, District 11; injured December 27, 1968 | 10.00 |
| Raymond R. Ramicone, 672968, District 11; injured January 4, 1969 | 22.00 |
| William E. Calabrese, 098417, District 15; injured September 4, 1968 | 84.50 |
| Raymond J. Forrest, Jr., 254058, Traffic Division; injured March 5, 1968 | 6.80 |
| Melvin A. Galloway, 267425, District 15; injured January 15, 1969 | 113.50 |
| Alonzo L. Hayes, 330837, District 3; injured February 11, 1969 | 32.25 |
| James E. Hays, 332442, District 1; injured January 28, 1969 | 32.00 |

| | |
|---|---|
| John H. Herman, 340837, Task Force; injured January 2, 1969 | $ 15.00 |
| William J. Hofmann, 350382, District 6; injured August 18, 1968 | 30.20 |
| Michael W. Hoke, 351575, District 3; injured February 17, 1969 | 15.00 |
| William C. Hudson, 361839, District 3; injured January 4, 1969 | 32.50 |
| Donald T. Houlihan, 357857, District 12; injured August 19, 1968 | 21.00 |
| John B. Ives, 369840, Detective Division; injured January 8, 1969 | 23.25 |
| Jack R. Jucewicz, 393998, District 3; injured January 22, 1969 | 17.00 |
| Gary M. Katler, 402627, District 20; injured February 10, 1969 | 75.00 |
| John J. Keane, 404317, Detective Division; injured February 5, 1969 | 6.00 |
| David D. Kelley, 407571, District 7; injured February 2, 1969 | 10.00 |
| Daniel R. Kelly, 408490, District 4; injured February 8, 1969 | 68.50 |
| Ronald F. Kelly, 410757, District 13; injured January 21, 1969 | 18.75 |
| John H. Klodnicki, 425718, District 18; injured December 4, 1968 | 30.00 |
| Michael J. Kolinski, 430418, District 12; injured May 6, 1968 | 5.00 |
| Dennis C. Kostro, 433900, District 2; injured January 1, 1969 | 45.00 |
| David A. Kozek, 435562, District 12; injured July 14, 1968 | 10.00 |
| Harold R. Kurowski, 444505, District 14; injured February 2, 1969 | 10.00 |
| William Lumpkin, 481570, District 7; injured January 12, 1969 | 10.00 |
| Russell E. Lynn, 484995, Task Force; injured February 18, 1969 | 10.00 |
| Chester M. Malecki, 493758, District 14; injured February 11, 1969 | 12.00 |
| Donald M. Masnjak, 508783, Intelligence Division; injured February 14, 1969 | 16.00 |
| Landon P. Matheson, 510249, District 20; injured December 15, 1968 | 63.00 |
| Robert F. Miller, 555151, Detective Division; injured January 22, 1969 | 11.00 |
| Cornelius J. Morgan, 567226, District 6; injured November 23, 1968 | 12.00 |
| Ignatius S. Naso, 586178, District 8; injured February 24, 1969 | 24.00 |
| Thomas L. Naughton, 586914, Task Force; injured May 17, 1968 | 229.00 |
| Eugene J. Nicoletti, 594113, District 11; injured September 21, 1968 | 6.00 |
| James J. Nolan, 596700, District 12; injured February 16, 1969 | 6.00 |
| Ted A. Nykaza, 602147, District 10; injured December 1, 1968 | 26.25 |
| William Ogletree, Jr., 619027, District 7; injured February 6, 1969 | 106.00 |
| Francis M. O'Grady, 610869, District 19; injured January 1, 1969 | 13.00 |
| Dennis J. Oppedisano, 622247, District 11; injured January 17, 1969 | 51.80 |
| James A. O'Rourke, 616707, Task Force; injured February 20, 1969 | 12.00 |
| Lawrence G. O'Shaughnessy, 616953, District 6; injured February 1, 1969 | 19.10 |
| John F. Ott, 624575, District 12; injured June 10, 1968 | $ 5.00 |
| James Padar, 626150, District 18; injured February 21, 1969 | 64.15 |
| Joseph P. Panzica, 629947, Detective Division; injured November 16, 1968 | 10.00 |
| Gary D. Partin, 633006, District 4; injured February 5, 1969 | 27.00 |
| Thomas F. Peebles, 638267, District 15; injured January 6, 1969 | 21.00 |
| Michael J. Perrone, 641349, Police Training Division; injured February 12, 1969 | 11.00 |
| Robert B. Peters, 643103, District 1; injured January 10, 1969 | 15.00 |
| William Pigott, 649280, District 9; injured January 6, 1969 | 38.50 |
| Cesar A. Pinzono, 650483, District 17; injured February 9, 1969 | 17.00 |
| Henry A. Piotrowski, 650647, Central Services Division; injured December 17, 1968 | 21.25 |
| Richard F. Poppish, 656742, District 4; injured February 7, 1969 | 72.00 |
| Richard F. Poppish, 656742, District 4; injured February 27, 1969 | 17.00 |
| Robert Powers, 660150, Task Force; injured February 13, 1969 | 20.00 |
| Martin J. Proff, 664102, District 5; injured December 9, 1968 | 8.00 |
| Charles J. Prosapio, 664298, District 9; injured October 31, 1968 | 43.00 |
| Michael A. Pyrzynski, 667584, District 7; injured February 5, 1969 | 16.00 |
| Howard Saffold, 713738, Task Force; injured July 30, 1968 | 10.00 |
| Joseph P. Salvo, 715392, District 14; injured December 8, 1968 | 7.00 |
| Robert J. Savage, 719785, Detective Division; injured January 3, 1969 | 42.50 |
| William Savage, 719820, District 19; injured February 27, 1969 | 10.00 |
| Alfred S. Schultz, 730354, District 6; injured January 6, 1969 | 91.50 |
| William E. Schwartz, 732481, District 6; injured November 30, 1968 | 18.00 |
| Oliver J. Singleton, 751824, Bureau of Inspectional Services; injured January 24, 1969 | 6,088.65 |
| Franklin D. Smith, 758998, District 5; injured February 6, 1969 | 20.00 |
| Joseph J. Smith, 760553, District 5; injured February 4, 1969 | 24.00 |
| Raymond O. Smith, 761725, District 3; injured January 11, 1969 | 20.00 |
| Thomas J. Smith, 762496, District 12; injured August 13, 1968 | 10.00 |
| William E. Smith, 762943, District 5; injured January 27, 1969 | 32.00 |
| Jerome B. Soskin, 767671, District 20; injured February 9, 1969 | 98.00 |
| Ronald J. Spivak, 771292, Task Force; injured January 15, 1969 | 17.50 |
| Marvin A. Spreyne, 771782, District 18; injured February 21, 1969 | 62.15 |
| Leroy G. Starr, 775860, District 3; injured February 27, 1969 | 22.00 |
| Julius H. Stokes, 782241, District 5; injured February 18, 1969 | 17.00 |

| | |
|---|---|
| Harry J. Strauss, 784220, District 18; injured February 25, 1969 | $ 69.15 |
| Ramsey J. Strother, 785534, Task Force; injured November 7, 1968 | 89.00 |
| Charles V. Strum, 786756, District 11; injured February 13, 1969 | 20.00 |
| Philip J. Sullivan, 790027, Traffic Division; injured June 19, 1968 | 5.00 |
| Albert B. Susnis, 791785, District 5; injured January 24, 1969 | 15.00 |
| Phillip L. Sweeney, 794135, District 3; injured January 1, 1969 | 12.50 |
| Shephen Winbush, Firefighter, Hook and Ladder Co. 37; injured April 24, 1968 | 27.00 |
| William J. Zettek, Firefighter, Engine Co. 116; injured April 2, 1968 | 8.00. |

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## Authority Granted for Payments of Miscellaneous Refunds, Compensation for Property Damage, Etc.

The Committee on Finance submitted a report recommending that the City Council pass a proposed order transmitted therewith, to authorize payments of miscellaneous claims.

On motion of Alderman Keane the said proposed order was *Passed*, by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda—48.

*Nays*—None.

The following is said order as passed:

*Ordered,* That the City Comptroller is authorized and directed to pay to the following-named person the amount set opposite their name, same to be in full settlement for refund of permit fee on the date and location indicated, and to charge the same to Account No. 100.9112.934. (Air Pollution):

| *Name and Address* | *Date and Location* | *Permit No.* | *Amount* |
|---|---|---|---|
| Fire Engineers Inc., 3924 Louisiana Circle, Minneapolis, Minn. 55426 | 3-14-69—1130 N. Larrabee St. | 98753 | $30.00; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named persons the respective amounts set opposite their names, same to be in full settlement for personal injuries and/or vehicle damage, and to charge the same to Account No. 100.9112.934. (S & S):

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Mary Classen, 3138 S. Lowe Av. | 5-20-68—3100 block of S. Lowe Av. | $ 36.94 |
| Kathryn Moore, 5950 N. Odell Av. | 3-3-69—W. 18th and S. Clark Sts. | 35.50 |
| Arnold Lewis, c/o Government Employees Ins. Co., 3520 Lake Av., Wilmette, Ill. | 3-4-69—W. 53rd St. | $168.81; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named persons the respective amounts set opposite their names, same to be in full settlement for damage to vehicles, on the dates and at the locations indicated and to charge the same to Account No. 100.9112.934. (Police):

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Steven Almady, 11530 S. Leamington Av., Worth, Ill. | 5-27-58—7601 S. Cicero Av. | $ 35.00 |
| Trailer Train Co., Harold Fischer, 2297 18th St., Lansing, Ill. | 4-4-68—S. Homan Av. and W. Roosevelt Rd. | 33.00 |
| Allied Contracting Co., 3900 N. Mozart St. | 2-10-69 | 45.00 |
| Warren Englis, 3808 N. Paulina St. | 10-7-68—W. 22nd St. and S. Damen Av. | 90.87 |
| Government Employees Ins., Richard Cecil, 3520 Lake Av., Wilmette, Ill. | 8-30-68—10716 S. Bensley Av. | 95.00 |
| Anne Freireich, 309 W. Jackson Blvd. | 1-16-68—W. Berwyn Av. and S. California Av. | 71.74 |
| Mary A. Eder, 2836 E. 77th Pl. | 1-23-69—South on E. 77th Pl. | 135.00; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named persons the respective amounts set opposite their names, same to be in full settlement for damage to vehicles and/or personal injuries, on the dates and at the locations indicated, and to charge the same to Account No. 100.9112.934. (Bur. of Sts.):

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Eldon J. Appling, 2930 N. Commonwealth Av., Apt. 206 | 6-28-68—2049 W. Wabansia Av. | $ 23.15 |
| Mae Trachsel, 11424 S. Normal Av. | 7-12-68—E. Washington St. and N. Michigan Av. | 76.75 |
| William F. Harris, 9338 N. Oriole Av., Morton Grove, Ill. | 7-7-68—N. Ravenswood and W. Devon Aves. | 60.00 |
| Phil Deppart, 12531 S. Ashland Av., Calumet Park, Ill. | 7-9-68—7017 S. Ashland Av. | 93.25 |
| Josephine Losacco, 805 S. Bishop St. | 8-20-68—805 S. Bishop St. | 25.40 |
| Mrs. Ronald J. Wilkins, 830 Mulford St., Evanson, Ill. | 10-2-68—64 E. Lake St. | 22.00 |

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Salvadore Falbo, 1749 N. Lorel Av. | 2-24-69—N. Central Av. South of W. Fullerton Av. | $ 81.13; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named persons the respective amounts set opposite their names, same being in full settlement for property damage on the dates and locations indicated and to charge same to Account No. 200.-8270.935:

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Mrs. Charles Brncich, 2838 E. 96th St. | 10-18-66—2838 E. 96th St. | $125.00 |
| Mrs. Mary Sicich, 18017 Chicago Av., Lansing, Ill. | 10-18-66—9643 S. Escanaba Av. | 60.50 |
| Victor Colon, 3316 W. Potomac Av. | 8-14-68—509 N. Hamlin Av. | 300.00; |

and

*Be It Further Ordered,* That the City Collector is authorized and directed to pay to the following-named person the amount set opposite his name, same being in full settlement for vehicle license refund and to charge to Account No. 300.9112.990:

| *Name and Address* | *License No.* | *Amount* |
|---|---|---|
| Carl L. Lenart, 13152 S. Buffalo Av. $30.00. | U-095745 | $30.00. |

### Supt. of Police Authorized and Directed to Issue Permit to Chicago Federation of Aged and Adult Charities to Conduct Tag Day.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (referred to the committee on April 17, 1969):

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. It is hereby ordered that the Superintendent of Police be and he hereby is authorized and directed to issue a permit to the Chicago Federation of Aged and Adult Charities to tag on the streets of Chicago on Friday, May 9, 1969. Should the weather on Friday, May 9, 1969, be inclement, then the Superintendent of Police is authorized to permit the Chicago Federation of Aged and Adult Charities to tag on the streets of Chicago on Friday, May 16, 1969.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda—48.

*Nays*—None.

### Supt. of Police Authorized and Directed to Issue Permit to Veterans Poppy Day Assn. to Conduct Tag Day.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

*Ordered,* That the Superintendent of Police be and he is hereby authorized and directed to issue the necessary permit to the Veterans Poppy Day Association of Chicago for its annual "Poppy Day" to be held from 4:00 P. M. on Thursday, May 22, 1969, to 4:00 P. M. on Friday, May 23, 1969; and, should the weather be inclement during said period, then the Superintendent of Police is authorized to permit the Veterans Poppy Day Association of Chicago to sell poppies from 4:00 P. M., Friday, May 23, 1969, to 4:00 P. M., Saturday, May 24, 1969.

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda—48.

*Nays*—None.

### Authority Granted for Installations of Water Mains in Portions of Specified Streets.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

*Ordered,* That the Commissioner of Water and Sewers is hereby authorized and directed to lay water mains in the following streets:

S. Kedzie Avenue (1068′ NNL) to 615′ NNL of W. 36th Street at the estimated cost of $22,446.15

and charge same to Account No. 290-8270(7940).552 Feeder Mains;

and

*Be It Further Ordered,* That the Commissioner of Water and Sewers is hereby authorized to lay water mains in the following streets:

W. Jackson Blvd., (30 WEL) from S. Dearborn Street to 35′ EWL S. Clark Street at an estimated cost of $34,519.97

and charge same to Account No. 290-8270(7940).557 Betterment;

and

*Be It Further Ordered,* That the Commissioner of Water and Sewers is authorized to lay water mains in the following streets:

W. Madison Street, (18′ NSL) from 5′ WWL to 170′WWL S. Dearborn Street at the estimated cost of $6,899.20

and charge same to Account No. 290-8270(7940).553 Replacement;

and

*Be It Further Ordered,* That the Commissioner

of Water and Sewers is hereby authorized to lay water mains in the following streets:

N. Sheridan Road (26′ WEL) from 11′ SNL W. Rosemont Avenue to 12′ SNL W. Thorndale Avenue at the estimated cost of $103,363.16

and charge same to Account No. 290-8270(7940) .553 Replacement.

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda—48.

*Nays*—None.

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## *Action Deferred*—ON PROPOSED ORDINANCE AUTHORIZING LEASE AGREEMENT WITH EXHIBITION CONTRACTORS CO., INC. AT NAVY PIER.

The Committee on Finance submitted the following report which was at the request of two aldermen present (Alderman Simon and Alderman Scholl) *Deferred* and ordered published:

CHICAGO, April 25, 1969.

***To the President and Members of the City Council:***

Your Committee on Finance to which was referred a communication dated January 29, 1969 from the Assistant Corporation Counsel transmitting an ordinance authorizing a lease to Exhibition Contractors Co., Inc., at Navy Pier, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by 36 members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS E. KEANE,
*Chairman.*

The following is the proposed ordinance transmitted with the foregoing committee report:

Be It Ordained by the City Council of the City of Chicago:

*Section 1.* That the Port Director and the City Comptroller, subject to approval as to form and legality of the Corporation Counsel are authorized to execute in behalf of the City of Chicago an agreement with Exhibition Contractors Co., Inc., said agreement to be in the following form:

This Agreement made this..........................day of ..........................................A.D., 1969, between the City of Chicago, a municipal corporation of the State of Illinois, hereinafter called "Landlord" and Exhibition Contractors Co., Inc., a corporation organized and existing by virtue of the laws of the State of Illinois, hereinafter called "Tenant".

WITNESSETH:

That Landlord, for and in consideration of the terms and conditions, hereinafter contained and made on the part of Tenant, does hereby grant to Tenant for use only by Tenant, the privileges hereinafter described on premises at Navy Pier, Foot of Grand Avenue, Chicago, Illinois 60611, hereinafter called "Pier". Plats of said Pier occupied attached hereto, and made a part thereof, are shown as Exhibits "A", "B", "C" and "D".

*[Articles I to XVIII incl. contained in this agreement are identical with Articles I to XVIII incl. as printed on pages 5386-5389 of this Council Journal]*

### *Article XIX*

1. *Premises*

Landlord leases to Tenant space on the second floor of the North Building as appears on the attached Exhibit "A" and Exhibit "B".

2. *Purpose*

Tenant shall use the demised premises for offices and storage in connection with the conduct of an exposition service business and for no other purpose.

3. *Term*

The term of this Agreement shall begin on the ...........day of................................., 1969, the date of approval of the authorizing ordinance by the City Council, and terminate two years thereafter subject to cancellation by either party on ninety (90) days notice in writing.

4. *Rental*

Tenant shall pay rental for the demised premises to the Landlord at the office of the City Comptroller, Room 501 City Hall, Chicago, Illinois 60602, monthly in advance the sum of three hundred eighteen and 07/100 dollars ($318.07) which is one twelfth of the annual rental of thirty-eight hundred sixteen and 80/100 dollars ($3,816.80).

Notwithstanding the foregoing, if any rental and/or percentage rental commences otherwise than as of the first day of any month or terminates prior to the last day of any month, rental and/or percentage rental for such month shall be determined on a pro-rata basis according to the number of days of such month involved.

5. *Records*

Tenant shall:

A. Maintain, in accordance with accepted accounting practices, during the term of this Agreement and for one year after the termination and expiration thereof, and for a further period extending until the City Comptroller shall give written consent to the disposal thereof, records and books of account recording all transactions at, through, or in any way connected with the operation of its concession at the Pier. Upon request from the City Comptroller, such books of account and records shall be made available to the City Comptroller at a convenient location within the City of Chicago, Illinois.

B. Permit in ordinary business hours during the term of this Agreement, and for any period thereafter during which such records shall be maintained in accordance with subparagraph 5A hereof, the examination and audit by the officers, employees, and representatives of Landlord of such records and books of account.

### *Article XX*

Notices to the Landlord provided for herein may be sent by registered mail, postage prepaid, addressed to the Port Director of the City of Chicago, Navy Pier, Chicago, Illinois, 60611, and notices to

Tenant provided for herein may be sent by registered mail, postage prepaid, addressed to Tenant at Exhibition Contractors Co., Inc., Navy Pier, Chicago, Illinois 60611.

Execution of this Agreement authorized by ordinance of the City Council of the City of Chicago passed ............................(C.J.P. .........................).

In Witness Whereof, the parties hereto have caused this instrument to be signed in triplicate under their respective seals on the day and year first above written.

[Signature forms and Exhibits "A", "B", "C" and "D" omitted]

*Section 2.* This ordinance shall be in force and effect from and after its passage.

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### *Action Deferred*—ON PROPOSED ORDINANCE AUTHORIZING LEASE AGREEMENT WITH J. F. FISHER & CO. AT NAVY PIER.

The Committee on Finance submitted the following report which was at the request of two aldermen present (Alderman Simon and Alderman Scholl) *Deferred* and ordered published:

CHICAGO, April 25, 1969.

***To the President and Members of the City Council:***

Your Committee on Finance to which was referred a communication dated January 28, 1969 from the Department of Law transmitting an ordinance authorizing lease at Navy Pier to J. F. Fisher and Co., property to be used for office space and lease to storage area, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by 36 members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS E. KEANE,
*Chairman.*

The following is the proposed ordinance transmitted with the foregoing committee report:

Be It Ordained by the City Council of the City of Chicago:

*Section 1.* That the Port Director and the City Comptroller, subject to approval as to form and legality of the Corporation Counsel are authorized to execute in behalf of the City of Chicago an agreement with J. F. Fisher & Company, said agreement to be in the following form:

This Agreement made this.........................day of ..........................................A.D., 1969, between the City of Chicago, a municipal corporation of the State of Illinois, hereinafter called "Landlord" and J. F. Fisher & Company, a corporation organized and existing by virtue of the laws of the State of Illinois, hereinafter called "Tenant."

WITNESSETH:

That Landlord, for and in consideration of the terms and conditions, hereinafter contained and made on the part of Tenant, does hereby grant to Tenant for use only by Tenant, the privileges hereinafter described on premises at Navy Pier, Foot of Grand Avenue, Chicago, Illinois 60611, hereinafter called "Pier". A plat of said Pier being attached hereto.

*[Articles I to XVIII incl. contained in this agreement are identical with Articles I to XVIII incl. as printed on pages 5386-5389 of this Council Journal]*

*Article XIX*

1. *Premises*

Landlord leases to Tenant space in the North Exhibition Hall appearing in red on the attached Exhibit "A".

2. *Purpose*

Tenant shall use the demised premises for an office and for a storeroom and shop area for the storage of equipment and supplies and for no other purpose.

3. *Term*

The term of this Agreement shall begin on the ...........day of................................., 1969, the date of approval of the authorizing ordinance by the City Council, and terminate two years thereafter subject to cancellation by either party on ninety (90) days notice in writing.

4. *Rental*

Tenant agrees to pay Landlord annually the total sum of seven hundred fifty and no/100 dollars ($750.00) in equal monthly installments, in advance, in the sum of sixty-two and 50/100 dollars ($62.50) at the offices of the City Comptroller, Room 501, City Hall, Chicago, Illinois 60602.

Notwithstanding the foregoing, if any rental and/or percentage rental commences otherwise than as of the first day of any month or terminates prior to the last day of any month, rental and/or percentage rental for such month shall be determined on a pro-rata basis according to the number of days of such month involved.

5. *Records*

Tenant shall:

A. Maintain, in accordance with accepted accounting practices, during the term of this Agreement and for one year after the termination and expiration thereof, and for a further period extending until the City Comptroller shall give written consent to the disposal thereof, records and books of account recording all transactions at, through, or in any way connected with the operation of its concession at the Pier. Upon request from the City Comptroller, such books of account and records shall be made available to the City Comptroller at a convenient location within the City of Chicago, Illinois.

B. Permit in ordinary business hours during the term of this Agreement, and for any period thereafter during which such records shall be maintained in accordance with subparagraph 5A hereof, the examination and audit by the officers, employees, and representatives of Landlord of such records and books of account.

*Article XX*

Notices to the Landlord provided for herein may be sent by registered mail, postage prepaid, addressed to the Port Director of the City of Chicago, Navy Pier, Chicago, Illinois 60611, and notices to Tenant provided for herein may be sent by registered mail, postage prepaid, addressed to Tenant at J. F. Fisher & Co., 8048 South Kedzie Avenue, Chicago, Illinois 60652.

Execution of this Agreement authorized by ordinance of the City Council of the City of Chicago passed .......................... (C.J.P.............................).

In Witness Whereof, the parties hereto have caused this instrument to be signed in triplicate under their respective seals on the day and year first above written.

[Signature forms and Plat omitted]

*Section 2.* This ordinance shall be in force and effect from and after its passage.

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### *Action Deferred*—ON PROPOSED ORDINANCE AUTHORIZING LEASE AGREEMENT WITH LA SALLE-RANDOLPH GARAGE CORP. AT NAVY PIER.

The Committee on Finance submitted the following report which was at the request of two aldermen present (Alderman Simon and Alderman Scholl) *Deferred* and ordered published:

CHICAGO, April 25, 1969.

***To the President and Members of the City Council:***

Your Committee on Finance to which was referred a communication dated January 28, 1969 from the Department of Law transmitting an ordinance authorizing lease at Navy Pier to La Salle-Randolph Garage Corp. Property to be used for public parking facility, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by 36 members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS E. KEANE,
*Chairman.*

The following is the proposed ordinance transmitted with the foregoing committee report:

Be It Ordained by the City Council of the City of Chicago:

*Section 1.* That the Port Director and the City Comptroller, subject to approval as to form and legality of the Corporation Counsel are authorized to execute in behalf of the City of Chicago an agreement with LaSalle-Randolph Garage Corporation, said agreement to be in the following form:

This Agreement made this .................... day of .................... A.D. ............, between the City of Chicago, a municipal corporation of the State of Illinois, hereinafter called "Landlord" and LaSalle-Randolph Garage Corporation, a corporation organized and existing by virtue of the laws of the State of Illinois, hereinafter called "Tenant".

WITNESSETH:

That Landlord, for and in consideration of the terms and conditions, hereinafter contained and made on the part of Tenant, does hereby grant to Tenant for use only by Tenant, the privileges hereinafter described on premises at Navy Pier, Foot of Grand Avenue, Chicago, Illinois 60611, hereinafter called "Pier". A plat of said Pier area attached hereto as Exhibits "A" and "B" and made a part thereof.

*[Articles I to XVIII incl. contained in this agreement are identical with Articles I to XVIII incl. as printed on pages 5386-5389 of this Council Journal]*

*Article XIX*

1. *Premises*

A. Landlord leases to Tenant space known as the Navy Pier Parking Area appearing in red on the attached Exhibits "A" and "B".

2. *Purpose*

Tenant shall use the premises demised for the operation of a public parking facility and for no other purpose.

3. *Term*

The term of this Agreement shall begin on the ............... day of ........................, 1969, the date of approval of the authorizing ordinance by the City Council, and terminate two years thereafter subject to cancellation by either party on ninety (90) days notice in writing.

4. *Operations*

Tenant agrees to charge rates only as may be approved by the Director from time to time, it being understood that such approval will not be withheld if the proposed rates do not exceed rates for similar services in the surrounding area of the City of Chicago. Landlord's determination of reasonable rates shall control.

5. *Rental*

A. Tenant agrees to pay Landlord as rental for the demised premises herein either a monthly rental or fifty-five per cent (55%) of the Gross Monthly Receipts, whichever is greater.

B. The monthly rental of five hundred fifty and no/100 dollars ($550.00) shall be paid monthly in advance at the offices of the City Comptroller, Room 501, City Hall, Chicago, Illinois (60602).

C. Tenant shall furnish to the City Comptroller, with a copy to the Director, on or before the 20th day following the last day of each calendar month during the term of this Agreement, a statement, certified in such manner as said Comptroller may prescribe, of the Gross Monthly Receipts during the preceding month, or portion thereof, accompanied by payment of the agreed percentage of all Gross Monthly Receipts in excess of one thousand and no/100 dollars ($1,000.00).

Notwithstanding the foregoing, if any rental and/or percentage rental commences otherwise than as of the first day of any month or terminates prior to the last day of any month, rental and/or percentage rental for such month shall be determined on a pro-rata basis according to the number of days of such month involved.

6. *Records*

Tenant shall:

A. Maintain, in accordance with accepted accounting practices, during the term of this Agreement and for one year after the termination and expiration thereof, and for a further period extending until the City Comptroller shall give written consent to the disposal thereof, records and books of account recording all transactions at, through, or in any way connected with the operation of its concession at the Pier. Upon request from the City Comptroller, such books of account and records shall be made available to the City Comptroller at a convenient location within the City of Chicago, Illinois.

B. Permit in ordinary business hours during the term of this Agreement, and for any period thereafter during which such records shall be maintained in accordance with subparagraph 6(a) hereof, the examination and audit by the officers, employees, and representatives of Landlord of such records and books of account.

*Article XX*

Notices to the Landlord provided for herein may be sent by registered mail, postage prepaid, addressed to the Port Director of the City of Chicago, Navy Pier, Chicago, Illinois 60611, and notices to Tenant provided for herein may be sent by registered mail, postage prepaid, addressed to Tenant at

LaSalle-Randolph Garage Corp., 221 North LaSalle Street, Chicago, Illinois 60601.

Execution of this Agreement authorized by ordinance of the City Council of the City of Chicago passed .............................. (C.J.P............................).

In Witness Whereof, the parties hereto have caused this instrument to be signed in triplicate under their respective seals on the day and year first above written.

[Signature forms and Exhibits "A" and "B" omitted]

*Section 2.* This ordinance shall be in force and effect from and after its passage.

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### *Action Deferred*—ON PROPOSED ORDINANCE AUTHORIZING LEASE AGREEMENT WITH RIALTO SERVICE CO. AT NAVY PIER.

The Committee on Finance submitted the following report which was at the request of two aldermen present (Alderman Simon and Alderman Scholl) *Deferred* and ordered published:

CHICAGO, April 25, 1969.

***To the President and Members of the City Council:***

Your Committee on Finance to which was referred a communication dated January 17, 1969 from the Assistant Corporation Counsel transmitting an ordinance authorizing lease at Navy Pier to Rialto Service Company, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by 36 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) THOMAS E. KEANE,
*Chairman.*

The following is the proposed ordinance transmitted with the foregoing committee report:

Be It Ordained by the City Council of the City of Chicago:

*Section 1.* That the Port Director and the City Comptroller, subject to approval as to form and legality of the Corporation Counsel are authorized to execute in behalf of the City of Chicago an agreement with Rialto Service Company, said agreement to be in the following form:

This Agreement made on this........................day of ..................................A.D.,....................., between the City of Chicago, a municipal corporation of the State of Illinois, hereinafter called "Landlord" and Rialto Service Company, a corporation organized and existing by virtue of the laws of the State of Illinois, hereinafter called "Tenant".

WITNESSETH:

That Landlord, for and in consideration of the terms and conditions, hereinafter contained and made on the part of Tenant, does hereby grant to Tenant for use only by Tenant, the privileges hereinafter described on premises at Navy Pier, Foot of Grand Avenue, Chicago, Illinois 60611, hereinafter called "Pier".

*[Articles I to XVIII incl. contained in this agreement are identical with Articles I to XVIII incl. as printed on pages 5386-5389 of this Council Journal]*

*Article XIX*

1. *Premises*

Landlord grants Tenant the non-exclusive privilege to use space at the Pier for checkroom facilities, said space to be in areas mutually agreed to between Tenant and Landlord.

2. *Purpose*

Tenant shall provide, maintain and operate checkroom facilities at the Pier on written request of the Director and for no other purpose.

3. *Term*

The term of this Agreement shall begin on the ...........day of................................, 1969, the date of approval of the authorizing ordinance by the City Council, and terminate two years thereafter subject to cancellation by either party on ninety (90) days notice in writing.

4. *Operations*

(a) Tenant agrees to operate said checkroom facilities at such times as may be requested in writing by the Director.

(b) Tenant shall provide, at its own cost and expense, all counters and other facilities and equipment necessary for the conduct of the concession herein granted and shall install and remove said counters, facilities and equipment, at its own cost and expense, respectively, at the commencement and termination of each of the said times referred to in (a) hereinabove.

(c) Tenant agrees to charge rates only as may be approved by the Director from time to time, it being understood that such approval will not be withheld if the proposed rates do not exceed rates for similar services in the City of Chicago. Landlord's determination of reasonable rates shall control.

5. *Rental*

Tenant agreeds to pay Landlord twenty percent (20%) of the Gross monthly checkroom receipts at the offices of the City Comptroller, Room 501 City Hall, Chicago, Illinois 60602, on or before the 20th day of the month succeeding each calendar month of the term, or portion thereof, for its operations of the preceding month.

Tenant shall furnish to the City Comptroller, with a copy to the Director, on or before the 20th day following the last day of each calendar month during the term of this Agreement, a statement, certified in such manner as said Comptroller may prescribe, of the gross monthly checkroom receipts during the preceding month, or portion hereof.

Notwithstanding the foregoing, if any rental and/or percentage rental commences otherwise than as of the first day of any month or terminates prior to the last day of any month, rental and/or percentage rental for such month shall be determined on a pro-rata basis according to the number of days of such month involved.

6. *Records*

Tenant shall:

(a) Maintain, in accordance with accepted accounting practice, during the term of this Agreement and for one year after the termination and expiration thereof, and for a further period extending until the City Comptroller shall give written consent to the disposal thereof, records and books of account recording all transactions at, through, or in any way connected with the operation of its concession at the Pier. Upon request from the City Comptroller, such books of account and records shall be made available to the City Comptroller at a convenient location within the City of Chicago, Illinois.

(b) Permit in ordinary business hours during the term of this Agreement, and for any period thereafter during which such records shall be maintained in accordance with subparagraph 6(a) hereof, the examination and audit by the officers, employees, and representatives of Landlord of such records and books of account.

### *Article XX*

Notices to the Landlord provided for herein may be sent by registered mail, postage prepaid, addressed to the Port Director of the City of Chicago, Navy Pier, Chicago, Illinois 60611, and notices to Tenant provided for herein may be sent by registered mail, postage prepaid, addressed to Tenant at Rialto Service Company, 127 North Dearborn Street, Chicago, Illinois 60602.

Execution of this Agreement authorized by ordinance of the City Council of the City of Chicago passed ................................ (C.J.P. .......................).

In Witness Whereof, the parties hereto have caused this instrument to be signed in triplicate under their respective seals on the day and year first above written.

*Section 2.* This ordinance shall be in force and effect from and after its passage.

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## *Action Deferred*—ON THREE PROPOSED ORDINANCES TO AUTHORIZE AGREEMENTS WITH NIK-O-LOK CO. FOR COIN-LOCK OPERATIONS AT CHICAGO'S AIRPORTS.

The Committee on Finance submitted the following report:

CHICAGO, April 25, 1969.

*To the President and Members of the City Council:*

Your Committee on Finance, having had under consideration, three proposed ordinances to authorize agreements with Nik-O-Lok Company for operation at each of the three Chicago Municipal Airports—O'Hare, Midway and Meigs, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinances transmitted herewith.

This recommendation was concurred in by 36 members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) **THOMAS E. KEANE,**
***Chairman.***

Alderman Keane moved to Concur In the committee's recommendation and pass the three proposed ordinances recommended in the committee's report.

Request being made by two aldermen present (Alderman Simon and Alderman Scholl) to defer consideration of and action upon the committee's report until the next regular meeting of the City Council, consideration thereof was so *Deferred* and ordered published.

The following are the three proposed ordinances transmitted with the foregoing committee report (the Italic heading in each case not being a part of the ordinance):

### *Merrill C. Meigs Field*

Be It Ordained by the City Council of the City of Chicago:

*Section 1.* That the Commissioner of Aviation and the City Comptroller, subject to approval as to form and legality of the Corporation Counsel, are authorized to execute in behalf of the City of Chicago an agreement with Nik-O-Lok Company, at Merrill C. Meigs Field, said agreement to be in substantially the following form:

This Agreement made this ....................... day of ....................... A.D. ......................., between the City of Chicago, a municipal corporation of the State of Illinois, hereinafter called "Landlord" and Nik-O-Lok Company, a corporation organized and existing by virtue of the laws of the State of Indiana, hereinafter called "Tenant".

WITNESSETH:

That Landlord, for and in consideration of the terms and conditions, both general and special, hereinafter contained and made on the part of Tenant, does hereby grant to Tenant for use only by Tenant, the privileges hereinafter described on premises at Merrill C. Meigs Field, hereinafter called "Airport" in the City of Chicago, Counties of Cook and DuPage, State of Illinois.

This agreement shall consist of three parts:

Part I—General Conditions
Part II—Special Conditions
numbered 1 to 6
Part III—Exhibits and Attachments

All constituting the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences, shall be implied or impressed upon such agreement that are not set forth herein at length.

### PART I—GENERAL CONDITIONS

### *Article I*

This agreement shall be subject and subordinate to:

(a) Any existing or future Federal or State statute or any existing or future lease or agreement between Landlord and the United States or the State of Illinois relative to the development, construction, operation, or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal or State funds for the development, construction, operation or maintenance of said Airport.

(b) (1) If premises situated at Chicago-O'Hare International Airport the provisions of a deed from the United States to the City of Chicago appearing as Document No. 13747964, recorded on March 22, 1946, a release executed by the United States in favor of the City of Chicago as Document No. 17260008, recorded on July 15, 1958, a deed from the United States to the City of Chicago appearing as Document No. 17966152, recorded on September 16, 1960, and a release executed by the United States in favor of the City of Chicago, as Document No. 18246321, recorded on August 14, 1961, all in the office of the Recorder of Deeds, Cook County, Illinois.

(2) If premises situated at Chicago Midway Airport the provisions of a lease authorized December 30, 1930, as amended, by and between the City of Chicago and the Board of Education of the City of Chicago, under which lease the City of Chicago holds and operates said Airport.

(3) If premises situated at Merrill C. Meigs Field the provisions of a lease authorized October 1, 1946, as amended, by and between the City of Chicago and the Chicago Park District, under which lease the City of Chicago holds and operates said Airport.

(c) Other existing agreements and leases between Landlord and the United States and any and all future releases, deeds, leases and agreements hereafter granted or entered into by and between the United States and the City of Chicago with reference to the conveyance by the United States to the City of Chicago of any real or personal property under any existing or future Federal statutes authorizing the conveyance of such property by the Federal Government to the City for airport purposes.

(d) The right of Landlord to further develop, improve, maintain, modify and repair the landing area, the Terminal Buildings and other buildings and appurtenances on the Airports, as it so sees fit, regardless of the desires or views of the Tenant and without interference or hindrance by the Tenant.

### *Article II*

The Tenant shall not, without prior approval of Landlord, assign or transfer this agreement, nor any share, part of interest therein, nor any of the rights or privileges granted hereby, nor enter into any contract requiring or permitting the doing of anything hereunder by an independent contractor unless otherwise expressly provided herein. Tenant further agrees that it shall not enter into any agreement of any nature, formal or informal, concerning other business activities at Merrill C. Meigs Field, Chicago Midway Airport, Chicago-O'Hare International Airport, with any individual, partnership or corporation without prior approval of Landlord, it being understood that the only activity that Tenant may conduct directly or indirectly, alone or through others, on, upon or from said Airports and facilities located thereon, be they demised to others or under the control of Landlord, is as authorized under the terms of this agreement.

In the event of the issuance of this right or privilege to more than one individual or other legal entity (or to any combination thereof), then and in that event, each and every obligation or undertaking hereinstated to be fulfilled or performed by the Tenant shall be the joint and several obligation of each such individual or other legal entity.

If Tenant is a corporation and if the control thereof changes at any time during the term hereof, then Landlord may, at its option, declare such change a breach of this agreement.

It is mutually understood and agreed that nothing contained in this agreement is intended, or shall be construed, as in any wise creating or establishing the relationship of copartners or joint venturers between the parties hereto or as constituting the Tenant as the agent or representative of the Landlord for any purpose or in any manner whatsoever.

### *Article III*

Tenant has examined the premises prior to, and as a condition precedent to, the execution hereof and is satisfied with the physical condition of said premises, and its taking possession thereof will be conclusive evidence of its receipt of said premises in a safe, sanitary and sightly condition and in good repair.

### *Article IV*

Tenant shall not attach, affix, or permit to be attached or affixed, upon the premises, or if so attached or affixed, relocate, replace, alter or modify, without the consent in writing in each instance of the Commissioner of Aviation (hereinafter called "Commissioner") first had and obtained, any flags, placards, signs, poles, wires, aerials, antennae, improvements or fixtures. In connection therewith Commissioner may require submission of proposed designs, floor plans, construction plans, specifications and contract documents therefor and if then approved may incorporate all or part thereof within this agreement as attachments thereto.

### *Article V*

Tenant, at the expense of Tenant, shall keep the premises in a safe, sanitary and sightly condition and good repair and shall yield the same back to Landlord upon the termination of this agreement in such condition and repair, ordinary wear and tear excepted, and if said premises shall not be so kept by Tenant, Landlord may enter the premises (without such entering causing or constituting a termination of the privilege or an interference with the possession of said premises by Tenant) and do all things necessary to restore said premises to the condition herein required, charging the cost and expense thereof to Tenant and Tenant agrees to pay Landlord, in addition to the rent and charges hereby reserved, all such costs and expenses.

### *Article VI*

Tenant covenants and agrees to keep said premises and improvements situated thereat free and clear of any and all liens in any way arising out of the use thereof by Tenant.

In addition to the rent and charges hereinafter outlined, Tenant shall pay all fees, charges, license fees and taxes of whatever nature, if necessary, as required by law or ordinance of the City of Chicago.

Tenant shall assume all risks incident to or in connection with the business to be conducted and shall be solely responsible for all accidents or injuries of whatever nature or kind to persons or property caused by its operations at said Airport and shall indemnify, defend and save harmless the Landlord, its authorized agents and representatives, from any penalties for violation of any law, ordinance or regulation affecting its operations, and from any and all claims, suits, losses, damages or injuries to persons or property of whatsoever kind or nature arising directly or indirectly out of the operation of such business, or resulting from the carelessness, negligence or improper conduct of the Landlord, Tenant, or any of their agents or employees.

Landlord shall not be liable to Tenant for damage to property of Tenant or any loss of revenues to Tenant resulting from Landlord's acts, omission or neglect in the maintenance and operation of the Airport facilities.

### *Article VII*

Tenant, at the expense of Tenant, shall keep in force, during the term of this agreemnt, insurance issued by responsible insurance companies, in forms, kinds and amounts as determined and directed by the Comptroller of the City of Chicago (hereinafter called "Comptroller") for the protection of Landlord and/or Tenant. Insurance requirements hereunder shall be subject to the sole determination of the Comptroller.

Said insurance may include, but need not be limited to, insurance coverages commonly known as, or similar in kind to, Public Liability, Products Liability, Property Damage, Fire and Extended Coverage, Workmen's Compensation, Scaffolding Act, and such other insurance coverage as deemed required in the sole determination of the Comptroller. All policies or endorsements thereto shall in all cases where possible name Landlord as co-insured thereunder.

Upon approval by said Comptroller of all insurance required, in the forms, kinds and amounts directed to be procured, Tenant shall deliver all policy originals or duplicate originals and endorsements thereto to the Comptroller for incorporation within this agreement as attachment thereto. In any event, Tenant is not to commence to exercise any of the rights and privileges granted under this agreement until such time as all insurance directed and required to be furnished by Tenant is in full force and effect.

Tenant expressly undertands and agrees that any insurance protection furnished by Tenant hereunder shall in no way limit its responsibility to indemnify and save harmless Landlord under the provisions of Article VI of this agreement.

### *Article VIII*

In the event the premises or the building of which the premises are a part shall be damaged or destroyed by fire or other casualty, the same may be promptly repaired or rebuilt by Landlord at its expense as soon as funds are available but Landlord shall not be obligated to repair, rebuild, restore or replace any fixtures, equipment, displays or other property installed by Tenant pursuant to this agreement.

Provided, however, that Landlord may elect, at its sole option, not to repair or reconstruct the premises or the building, of which the premises are a part, and upon written notice of such election from Landlord to Tenant the obligation of Tenant to pay rent shall cease and this agreement shall thereupon terminate.

### *Article IX*

Landlord hereby grants to Tenant the right of access and ingress to and egress from the premises by Tenant and its employees, contractors, suppliers, servicemen, sublessees, guests, patrons and invitees; provided, that such rights of access, ingress and egress, are at all times exercised in conformance with the further provisions of this agreement and any and all regulations promulgated by Landlord or the Commissioner, or other lawful authority, for the care, operation, maintenance and protection of the Airport and the public.

Operations to be conducted by the Tenant under this agreement shall be done at the sole expense of the Tenant and shall be subject to general inspection by the Landlord to insure a continuing quality of services commensurate with the standards provided for in this agreement and to such other provisions of related agreements as may be pertinent as entered into between Landlord and others governing the use of and operations at the Airport, and shall be further subject in the case of operations at Chicago-O'Hare International Airport, to the provisions of paragraph 4, Article XI of that certain agreement entitled "Airport Use Agreement" and the further provisions, including the right of cancellation of Section 6.04, Article VI of that certain agreement entitled "Lease of Terminal Facilities" and to such other provisions of said related agreements as may be pertinent as entered into between the City and the Scheduled Airlines governing use and operation of Chicago-O'Hare International Airport.

Tenant does further covenant, promise and agree that said Tenant will not employ any person or persons in or about the premises or on the Airport who shall be objectionable to the Commissioner and if such persons shall be employed by Tenant, he, she, or they, shall be removed upon request of said Commissioner.

Tenant agrees to use its best efforts in every proper manner to maintain and develop the business conducted by it under this agreement and increase same and not to divert or cause, or allow, to be diverted, any business from Airport.

### *Article X*

This agreement shall not and will not, nor shall any copy thereof, or any statement, paper of affidavit, in any way or manner referring hereto, be filed in the office of the Recorder of Deeds of Cook or DuPage Counties, Illinois, or in any other public office, by Tenant or anyone acting for Tenant and that if the same be so filed, this agreement and each and every provisions hereof shall, at the option of Landlord, be and become absolutely null and void and Landlord may declare such filing a breach of this agreement.

### *Article XI*

If Tenant shall vacate or abandon the premises, or any part thereof, or permit the same to remain vacant or unoccupied, or in case of the nonpayment of the rent and charges reserved hereby, or any part thereof, or of the breach of any covenant in this agrement contained, Tenant's right to the possession of the premises thereupon shall terminate, with or without any notice or demand whatsoever, and the mere retention of possession thereafter by Tenant shall constitute a forcible detainer of said premises, and if the Landlord so elects, but not otherwise, this agreement shall thereupon terminate and upon the termination of Tenant's right of possession, as aforesaid, whether this agreement be terminated or not, Tenant agrees to surrender possession of the premises immediately, without the receipt of any demand for rent, notice to quit or demand for possession of the premises whatsoever, and Tenant hereby grants to Landlord full and free license to enter into and upon said premises, or any part thereof, to take possession thereof without process of law and to expel and remove Tenant, or any other person who may be occupying the premises, or any part thereof and Landlord may use such force in and about expelling and removing Tenant and said other person as may reasonably be necessary and Landlord may repossess itself of the said premises as of its former estate, but said entry of said premises shall not constitute a trespass or forcible entry or detainer, nor shall it cause forfeiture of charges due by virtue hereof, nor a waiver of any covenant, agreement or promise in said agreement contained, to be performed by Tenant.

Tenant hereby waives all notice of any election made by Landlord under this agreement, demand for rent, notice to quit, demand for possession, and any and all notices and demands whatsoever, of any and every nature, which may or shall be required by any statute of this State relating to forcible entry and detainer, or to Landlord and Tenant, or any other statute, or by the common law during the terms of this agreement. The acceptance of rent, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by Tenant, or the giving or making of any notice or demand, whether according to any statutory provisions or not, or any act or series of acts, except an express written waiver, shall not be construed as a waiver of Landlord's right to act without notice or demand or of any other right hereby given Landlord, or as an election not to proceed under the provisions of this agreement.

If default to be made in the payment of the rent, or other charges herein reserved, or of any installment thereof, as herein provided, Tenant does hereby irrevocably constitute any attorney of any Court of Record in this State, attorney for it and in its name, from time to time, to waive the issuance of process and service thereof, to waive trial by jury, to confess judgment in favor of Landlord and against Tenant for the amount of rent which may be then due, by virtue of the terms hereof, or of any extensions or renewals hereof, or by virtue of any holdover after the termination hereof, and which may be in default, as aforesaid, together with the costs of such proceedings and for said purposes to file in said cause his cognovit thereof, and to make an agreement in said cognovit, or elsewhere, waiving and releasing all errors which may intervene in any such proceeding and waiving and releasing all right of appeal and right to writ of error, and consenting to an immediate execution upon such judgment, and Tenant hereby confirms all that said attorney may lawfully do by virtue hereof. Landlord shall have a first lien on Tenant's interest hereunder, and on Tenant's property now or hereafter located in said premises, or elsewhere, to secure the payment of all moneys due hereunder, which lien may be foreclosed in equity and in case of such foreclosure proceeding, a receiver shall be appointed to take possession of said premises and property and relet the premises under order of court.

The obligation of Tenant to pay the rent reserved hereby during the balance of the term hereof, or during any extension thereof, shall not be deemed to be waived, released or terminated, nor shall the right and power to confess judgment given in the preceding paragraph hereof be deemed to be waived or terminated by the service of any five-day notice, other notice to collect, demand for possession, or notice that the tenancy hereby created will be terminated on the date therein named, the institution of any action of forcible detainer or ejectment, or any judgment for possession that may be rendered in such action, or any other act or acts resulting in the termination of Tenant's right to possession of the premises. The Landlord may collect and receive any rent due from Tenant and payment or receipts thereof shall not waive or affect any such notice, demand, suit or judgment, or in any manner whatsoever waive, affect, change, modify or alter any rights or remedies which Landlord may have by virtue hereof.

Tenant shall pay and discharge all costs, expenses and attorney's fees which shall be incurred and expended by Landlord in enforcing the covenants and agreements of this agreement, whether by the institution of litigation or in the taking advice of counsel, or otherwise.

The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

### *Article XII*

Tenant shall observe and comply with all laws, ordinance, rules and regulations of the United States Government, State of Illinois, Counties of Cook and DuPage, City of Chicago and all agencies thereof which may be applicable to its operations or to the operation, management, maintenance or administration of the Airport, now in effect or hereafter promulgated.

### *Article XIII*

Tenant, upon performing the covenants, conditions and agreements herein contained, shall and may peacefully have, hold and enjoy the premises and privileges hereinafter granted.

### *Article XIV*

Landlord may furnish security service, heat, sanitary facilities and utilities as designated at outlets and at points as shown on attachment hereto. Tenant shall pay any and all charges and costs therefor whether or not metered or billed directly from Landlord upon estimates of such costs made solely by Landlord.

### *Article XV*

To insure faithful performance of the covenants, conditions and agreements herein contained, Tenant, at the expense of Tenant shall, before exercising any rights or privileges accorded hereunder, furnish a bond in form, kind and amount as determined and directed solely by the Comptroller for incorporation within this agreement as attachment thereto.

### *Article XVI*

Tenant agrees that in performing under this agreement it shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, age, or national origin, nor otherwise commit an unfair employment practice. Tenant further agrees that this article will be incorporated by Tenant in all contracts entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this agreement. Attention is called to Executive Order 11246 issued September 24, 1965, 3 CFR p. 567, 1966; The Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241 et sub.; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 1967, CH. 38, Secs. 13-1 to 13-4 inclusive; July 8, 1933, Ill. Rev. Stat. 1967, CH. 29, Secs. 17 to 24 inclusive; July 21, 1961, Ill. Rev. Stat. 1967, CH. 48, Secs. 851 to 866 inclusive, and July 26, 1967, Ill. Rev. Stat. 1967, CH. 48, Secs. 881 to 887 inclusive, and an ordinance passed by the City Council of the City of Chicago, August 21, 1945, page 3877 of the Journal of the Proceedings.

To demonstrate compliance the Tenant and his contractors and subcontractors will furnish such reports and information as requested by the Chicago Commission on Human Relations.

### *Article XVII*

Tenant shall pay, or cause to be paid, wages not less than those determined to be prevailing in this locality pursuant to the provisions of 29 CFR, Parts 4 and 5, as amended, or as may otherwise have been determined to be prevailing in this locality pursuant to the provisions of Ch. 48, Secs. 39s-1 to 39s-12 inclusive, Ill. Rev. Stat. 1967, whichever is pertinent.

### *Article XVIII*

This agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Illinois.

### *Article XIX*

Notices to the Landlord provided for herein may be sent by registered mail, postage prepaid, addressed to the Commissioner of Aviation of the City of Chicago, City Hall, Chicago, Illinois, 60602, and notices to Tenant provided for herein may be sent by registered mail, postage prepaid, addressed to Tenant at ............................................................ or in either case to such other respective parties and addresses as the parties hereto may designate in writing from time to time and such notices shall be deemed to have been given when so sent.

Execution of this Agreement authorized by ordinance of the City Council of the City of Chicago passed ............................................................ (C.J.P. ..........................................).

### PART II—SPECIAL CONDITIONS

1. *Premises*

Landlord grants to Tenant the right to install coin-operated toilet locks, with hinges and related equipment, on toilet partition doors as designated by the Commissioner of Aviation, on the premises at Merrill C. Meigs Field. It is agreed that the Commissioner of Aviation may, from time to time, during the term of this Agreement, by written notice, require the relocation, the reduction or increase in number, or the removal of any or all locks.

2. *Purpose*

Tenant on a non-exclusive basis shall provide, maintain, and operate, except for collection of monies therefrom which shall be the responsibility of Landlord, coin-operated toilet locks with hinges and related equipment, at designated locations, for the airline passengers and others utilizing any and all of the passenger terminals presently or in the future located at Merrill C. Meigs Field.

3. *Term*

The term of this Agreement shall begin on the ...................... day of .............................., 1968, the date of approval of authorizing ordinance by the City Council, and terminate on the 31st day of December, 1974, unless otherwise terminated as herein provided.

4. *Operations*

Service charge to operate said locks shall not be in excess of prices charged for similar services at airports generally in the United States, and any change therein shall be approved in writing by the Commissioner of Aviation.

Locks installed shall be of the most recent workable Nik-O-Lok design, including a coin metering device and a spurious coin or slug rejector.

Tenant shall maintain said locks throughout the term of this Agreement at its own expense, and shall furnish prompt and efficient service in so doing.

Tenant shall furnish Landlord with all keys necessary for the operation of said equipment.

5. *Rental*

Tenant and Landlord agree that City shall hire and pay an independent contractor to collect the revenue from said locks who shall remit same to the Department of Aviation by check payable to the City Comptroller. The City Comptroller shall then send a remittance to Tenant for its portion of the gross receipts by the 15th day of each month for the preceding calendar month.

Tenant and Landlord agree to divide the gross monthly receipts of said coin locks in accordance with the following schedule:

| *For that part of gross monthly receipts which averages the following:* | *To Landlord* | *To Tenant* |
|---|---|---|
| $0.00 per lock through $4.00 per lock | 50% | 50% |
| $4.01 per lock through $8.00 per lock | 85% | 15% |
| $8.01 per lock and over | 95% | 5% |

All permit or license fees and taxes required or imposed by law on the locks shall be paid by Tenant, provided, however, that any sales or retailers occupational tax levied on the receipts from said locks shall be deducted from gross receipts before division between the parties hereto.

6. *Records*

Tenant shall:

(a) Maintain, in accordance with accepted accounting practice, during the term of this Agreement and for one (1) year after the termination and expiration thereof, and for a further period extended until the City Comptroller shall give written consent to the disposal thereof, records and books of account recording all transactions at, through, or in any way connected with the operation of its concession at Airport, including changes in numbers of locks. Upon request from City Comptroller, such books of account and records shall be made available to the City Comptroller at a convenient location within the City of Chicago, Illinois.

(b) Permit in ordinary business hours during the term of this Agreement, and for any period thereafter during which such records shall be maintained in accordance with Subparagraph 6(a) hereof, the examination and audit by the officers, employees, and representatives of Landlord of such records and books of account.

In Witness Whereof, the parties hereto have caused this instrument to be executed under their respective seals on the day and year first above written.

[Signature forms omitted]

*Section 2.* This ordinance shall be in force and effect from and after its passage.

### *Chicago Midway Airport*

Be It Ordained by the City Council of the City of Chicago:

*Section 1.* That the Commissioner of Aviation and the City Comptroller, subject to approval as to form and legality of the Corporation Counsel, are authorized to execute in behalf of the City of Chicago an agreement with Nik-O-Lok Company, at Chicago Midway Airport, said agreement to be in substantially the following form:

This Agreement made this ........... day of ...................... A.D. ....., between the City of Chicago, a municipal corporation of the State of Illinois, hereinafter called "Landlord" and Nik-O-Lok Company, a corporation organized and existing by virtue of the laws of the State of Indiana, hereinafter called "Tenant".

WITNESSETH:

That Landlord, for and in consideration of the terms and conditions, both general and special, hereinafter contained and made on the part of Tenant, does hereby grant to Tenant for use only by Tenant, the privileges hereinafter described on premises at Chicago Midway Airport, hereinafter called "Airport", in the City of Chicago, Counties of Cook and DuPage, State of Illinois.

This agreement shall consist of three parts:

Part I —General Conditions

Part II —Special Conditions numbered 1 to 6

Part III—Exhibits and Attachments

All constituting the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences, shall be implied or impressed upon such agreement that are not set forth herein at length.

*["Part I—General Conditions" contained in this ordinance are identical with "Part I—General Conditions" printed on pages 5428-5431 of this Council Journal]*

### PART II—SPECIAL CONDITIONS

1. *Premises*

Landlord grants to Tenant the right to install coin-operated toilet locks, with hinges and related equipment, on toilet partition doors as designated by the Commissioner of Aviation, on the premises at Chicago Midway Airport. It is agreed that the Commissioner of Aviation may, from time to time, during the term of this Agreement, by written notice, require the relocation, the reduction or increase in number, or the removal of any or all locks.

2. *Purpose*

Tenant on a non-exclusive basis shall provide, maintain, and operate, except for collection of monies therefrom which shall be the responsibility of Landlord, coin-operated toilet locks with hinges and related equipment, at designated locations, for the airline passengers and others utilizing any and all of the passenger terminals presently or in the future located at Chicago Midway Airport.

3. *Term*

The term of this Agreement shall begin on the ....... day of ................., 1968, the date of approval of authorizing ordinance by the City Council, and terminate on the 31st day of December, 1974, unless otherwise terminated as herein provided.

4. *Operations*

Service charge to operate said locks shall not be in excess of prices charged for similar services at airports generally in the United States, and any change therein shall be approved in writing by the Commissioner of Aviation.

Locks installed shall be of the most recent workable Nik-O-Lok design, including a coin metering device and a spurious coin or slug rejector.

Tenant shall maintain said locks throughout the term of this Agreement at its own expense, and shall furnish prompt and efficient service in so doing.

Tenant shall furnish Landlord with all keys necessary for the operation of said equipment.

5. *Rental*

Tenant and Landlord agree that City shall hire and pay an independent contractor to collect the revenue from said locks who shall remit same to the Department of Aviation by check payable to the City Comptroller. The City Comptroller shall then send a remittance to Tenant for its portion of the gross receipts by the 15th day of each month for the preceding calendar month.

Tenant and Landlord agree to divide the gross monthly receipts of said coin locks in accordance with the following schedule:

| *For that part of gross monthly receipts which averages the following:* | *To Landlord* | *To Tenant* |
|---|---|---|
| $0.00 per lock through $4.00 per lock | 50% | 50% |
| $4.01 per lock through $8.00 per lock | 85% | 15% |
| $8.01 per lock and over | 95% | 5% |

All permit or license fees and taxes required or imposed by law on the locks shall be paid by Tenant, provided, however, that any sale or retailers occupational tax levied on the receipts from said locks shall be deducted from gross receipts before division between the parties hereto.

6. *Records*

Tenant shall:

(a) Maintain, in accordance with accepted accounting practice, during the term of this Agreement and for one (1) year after the termination and expiration thereof, and for a further period extending until the City Comptroller shall give written consent to the disposal thereof, records and books of account recording all transactions at, through, or in any way connected with the operation of its concession at Airport, including changes in numbers of locks. Upon request from City Comptroller, such books of account and records shall be made available to the City Comptroller at a convenient location within the City of Chicago, Illinois.

(b) Permit in ordinary business hours during the term of this Agreement, and for any period thereafter during which such records shall be maintained in accordance with Subparagraph 6(a) hereof, the examination and audit by the officers, employees, and representatives of Landlord of such records and books of account.

In Witness Whereof, the parties hereto have caused this instrument to be executed under their respective seals on the day and year first above written.

[Signature forms omitted]

*Section 2.* This ordinance shall be in force and effect from and after its passage.

### *Chicago-O'Hare International Airport*

Be It Ordained by the City Council of the City of Chicago:

*Section 1.* That the Commissioner of Aviation and the City Comptroller, subject to approval as to form and legality of the Corporation Counsel, are authorized to execute in behalf of the City of Chicago an agreement with Nik-O-Lok Company, at Chicago-O'Hare International Airport, said agreement to be in substantially the following form:

This Agreement made this ............. day of ......................, A.D. ....., between the City of Chicago, a municipal corporation of the State of Illinois, hereinafter called "Landlord" and Nik-O-Lok Company, a corporation organized and existing by virtue of the laws of the State of Indiana, hereinafter called "Tenant".

WITNESSETH:

That Landlord, for and in consideration of the terms and conditions, both general and special, hereinafter contained and made on the part of Tenant, does hereby grant to Tenant for use only by Tenant, the privileges hereinafter described on premises at Chicago-O'Hare International Airport, hereinafter called "Airport", in the City of Chicago, Counties of Cook and DuPage, State of Illinois.

This agreement shall consist of three parts:

Part I —General Conditions
Part II —Special Conditions numbered 1 to 6
Part III—Exhibits and Attachments

All constituting the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences, shall be implied or impressed upon such agreement that are not set forth herein at length.

*["Part I—General Conditions" contained in this ordinance are identical with "Part I—General Conditions" printed on pages 5428-5431 of this Council Journal]*

### PART II—SPECIAL CONDITIONS

1. *Premises*

Landlord grants to Tenant the right to install coin-operated toilet locks, with hinges and related equipment, on toilet partition doors as designated by the Commissioner of Aviation, on the premises at Chicago-O'Hare International Airport. It is agreed that the Commissioner of Aviation may, from time to time, during the term of this Agreement, by written notice, require the relocation, the reduction or increase in number, or the removal of any or all locks.

2. *Purpose*

Tenant on a non-exclusive basis shall provide, maintain, and operate, except for collection of monies therefrom which shall be the responsibility of Landlord, coin-operated toilet locks with hinges and related equipment, at designated locations, for the airline passengers and others utilizing any and all of the passenger terminals presently or in the future located at Chicago-O'Hare International Airport.

3. *Term*

The term of this Agreement shall begin on the ...... day of ................., 1968, the date of approval of authorizing ordinance by the City Council, and terminate on the 31st day of December, 1974, unless otherwise terminated as herein provided.

4. *Operations*

Service charge to operate said locks shall not be in excess of prices charged for similar services at airports generally in the United States, and any change therein shall be approved in writing by the Commissioner of Aviation.

Locks installed shall be of the most recent workable Nik-O-Lok design, including a coin metering device and a spurious coin or slug rejector.

Tenant shall maintain said locks throughout the term of this Agreement at its own expense, and shall furnish prompt and efficient service in so doing.

Tenant shall furnish Landlord with all keys necessary for the operation of said equipment.

5. *Rental*

Tenant and Landlord agree that City shall hire and pay an independent contractor to collect the revenue from said locks who shall remit same to the Department of Aviation by check payable to the City Comptroller. The City Comptroller shall then send a remittance to Tenant for its portion of the gross receipts by the 15th day of each month for the preceding calendar month.

Tenant and Landlord agree to divide the gross monthly receipts of said coin locks in accordance with the following schedule:

| *For that part of gross monthly receipts which averages the following:* | *To Landlord* | *To Tenant* |
|---|---|---|
| $0.00 per lock through $4.00 per lock | 50% | 50% |
| $4.01 per lock through $8.00 per lock | 85% | 15% |
| $8.01 per lock and over | 95% | 5% |

All permit or license fees and taxes required or imposed by law on the locks shall be paid by Tenant, provided, however, that any sales or retailers occupational tax levied on the receipts from said locks shall be deducted from gross receipts before division between the parties hereto.

6. *Records*

Tenant shall:

(a) Maintain, in accordance with accepted accounting practice, during the term of this Agreement and for one (1) year after the termination and expiration thereof, and for a further period extending until the City Comptroller shall give written consent to the disposal thereof, records and books of account recording all transactions at, through, or in any way connected with the operation of its concession at Airport, including changes in numbers of locks. Upon request from City Comptroller, such books of account and records shall be made available to the City Comptroller at a convenient location within the City of Chicago, Illinois.

(b) Permit in ordinary business hours during the term of this Agreement, and for any period thereafter during which such records shall be maintained in accordance with Subparagraph 6(a) hereof, the examination and audit by the officers, employees, and representatives of Landlord of such records and books of account.

In Witness Whereof, the parties hereto have caused this instrument to be executed under their respective seals on the day and year first above written.

[Signature forms omitted]

*Section 2.* This ordinance shall be in force and effect from and after its passage.

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### *Placed on File*—REPORT OF SETTLEMENT OF SUITS WITH ENTRIES OF JUDGMENTS AGAINST CITY.

The Committee on Finance submitted a report recommending that the City Council *Place on File* a communication from the Law Department dated April 1, 1969, transmitting a report of settlements of suits with entries of judgments against the City (referred to the Committee on April 9, 1969).

On motion of Alderman Keane the committee's recommendation was *Concurred In.*

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### *Disallowed*—SUNDRY CLAIMS FOR PAYMENTS OF DAMAGES, REFUNDS, ETC. *(Adverse Committee Recommendations).*

The Committee on Finance submitted a report recommending that the City Council *Disallow* certain miscellaneous claims. On motion of Alderman Keane the committee's recommendations were *Concurred In.*

The following is a summary of said claims, which were referred to the committee on the respective dates noted in parentheses:

*Compensation for Vehicle Damage:*

(December 24, 1967) Otto Skod;
(August, 1967) John Christo;
(August, 1968) Edward Greenfield;
(August 22, 1968) Madeline Lipsky;
(August 2, 1968) Wilbourne D. Blackwell;
(December 7, 1968) Motors Ins. Co. & Clifford Slusher;
(February 1, 1969) Motors Ins. Co. & Robert Johnson;
(January 24, 1969) Motors Insurance Co. & Andrew Kruger;

(January 1, 1969) Motors Insurance Co. & Jesse Lampkins;

(November 28, 1968) State Farm Mut. Ins.; John J. Dostal;

(February 27, 1969) Raymond J. Dettloff;

(February 16, 1969) Sam Calander;

(December 16, 1968) Ed Chidester;

(January 26, 1969) Kiddie Kollege % Arnold Gassel;

(November 16, 1968) Government Employees Ins. & James Coleman;

(January 10, 1969) Charlotte Schultz;

(January 26, 1969) Edmund Cook;

(January 13, 1969) Caldonia Cogwell;

(August 26, 1968) Robert Viversey;

(February 10, 1969) U. S. Auto Leasing % Cyrus Yonan, Jr.;

(February 10, 1969) Laurence Marcheschi;

(December 4, 1968) Andrew Sciortino;

(January 30, 1969) Thomas S. Muszynski.

*Compensation for Personal Injuries:*

(July 20, 1968) Nancy Zayner;

(July 8, 1968) Ronald Patton for minor son Vincent—c/o Ralph Jonas;

(October 22, 1968) Kenneth Keirstead—c/o Metro Litho.

*Compensation for Property Damage:*

(November 5, 1968) Mr. & Mrs. Aaron Malone;

(January 12, 1969) 5120 Harper Bldg. Corp.—c/o Jerome S. Wald.

*Compensation for Refunds:*

(February, 1969) Kenneth C. Novak.

*Miscellaneous:*

(November 11, 1968) Peoples Gas.

### *Failed to Pass*—PROPOSED ORDERS FOR CANCELLATION OF WARRANTS FOR COLLECTION.

The Committee on Finance submitted reports recommending that the City Council *do not pass* six proposed orders transmitted therewith, which had been referred to the committee on the dates noted below, as follows:

(April 9, 1969) Proposed order for cancellation of Warrant for Collection No. P1-4655, in the amount of $10.00 for fuel burning equipment inspection, charged against the Zientek Post of The American Legion, No. 5146 S. Ashland Avenue;

(April 9, 1969) Five proposed orders for cancellation of Warrants for Collection, in the amount of $10.00 each for the annual maintenance and operating cost of one fire alarm box, charged against the following:

| *Warrant No.* | *Name* | *Address* |
|---|---|---|
| D-98319 | Louis Burg Hospital | No. 255 W. Cermak Road |
| D-98369 | Northwest Home for Aged | No. 2201 N. Sacramento Boulevard |
| D-98374 | Orthodox Jewish Home for Aged | No. 1648 S. Albany Avenue |
| D-098400 | Roosevelt University | No. 430 S. Michigan Avenue |
| D-098450 | Louis A. Weiss Memorial Hospital | No. 4646 N. Marine Drive. |

Alderman Keane moved to Concur in the committee's recommendations. The several questions thereupon became: *"Shall the proposed order Pass, the recommendation of the committee to the contrary notwithstanding?"*; and the several questions being put, each of said proposed orders *Failed to Pass,* by yeas and nays as follows: *Yeas*—None; *Nays*—48.

## COMMITTEE ON FEDERAL AND STATE LEGISLATION.

### *Action Deferred*—ON RECOMMENDATIONS MADE TO GENERAL ASSEMBLY AS TO BILLS AFFECTING CITY OF CHICAGO.

The Committee on Federal and State Legislation submitted the following report, which was, at the request of two aldermen present (Alderman Hoellen and Alderman Scholl) *Deferred* and ordered published:

CHICAGO, April 24, 1969.

*To the President and Members of the City Council:*

Your Committee on Federal and State Legislation, having under consideration Bills pending in the General Assembly of the State of Illinois which affect the City of Chicago, begs leave to make the following recommendations:

A.

That the City Council approve and respectively petition the General Assembly of the State of Illinois to enact into law—

| | |
|---|---|
| HOUSE BILL 241 | Amends Municipal Code to empower municipalities to determine the need of space for recreational facilities where multi-unit apartments are to be constructed and to require such facilities when the need exists. |
| HOUSE BILL 461 | Amends Illinois Municipal Code. Provides that conviction of one misdemeanor shall not disqualify an applicant from taking a qualifying exam or being appointed to a place in the classified service or in the police or fire department. Prohibits civil service commission or board of fire and police commissioners from adopting any rule to the contrary. |

| | |
|---|---|
| House Bill 410 | Creates Fair Housing Act. Prohibits discrimination in the sale, leasing, renting, listing or financing of real property. Defines unfair housing practice and specifies procedures for filing complaints and correcting unfair practices. Specifies the powers and duties of the Commission on Human Relations in administering the Act. Provides for review of Commission orders under the Administrative Review Act. |
| House Bill 411 | Appropriates $30,000 to the Attorney General to enforce the Fair Housing Act. |
| House Bill 412 | Amends Act creating Commission on Human Relations. Grants Commission power and duty of administering Fair Housing Act, and eliminates Commission power and duty of investigating employment training and placement. |
| House Bill 413 | Appropriates $189,738 to Commission on Human Relations to enforce the Fair Housing Act. |

B.

That the City Council disapprove and respectively petition the General Assembly of the State of Illinois not to enact into law—

| | |
|---|---|
| Senate Bill 326 | Amends the Illinois Municipal Code. Provides that moneys received by the City of Chicago from its tax levy for General Assistance, and collections and recoveries by or in behalf of the City under the Public Aid Code, be paid into the Special Purposes Trust fund. Effective on effective date of Amendatory Act. |
| Senate Bill 790 | Amends Municipal Code. In Section providing for levy and collection of tax for corporate purposes, permits Chicago to levy at a rate of 1.88% in 1970 and thereafter, and to increase the rate to 1.98% after favorable referendum (but no more than a .05% increase may be submitted at one referendum), on proposition submitted at general election in November of even-numbered years. Adds to listing of taxes excluded from applicability of rate limitation those levied to pay annual rent payments to a Public Building Commission. Authorizes municipalities other than Chicago to accumulate a surplus for building purposes, which when added to outstanding indebtedness does not exceed 5% of total equalized, assessed value. |
| House Bill 1397 | Amends Election Code. Reduces signature requirements for petitions for ward and township committeemen to ½ of 1% of the primary electors of the party in ward or township. (Present requirement is 10% for ward committeemen and 5% for township committeemen.) |
| House Bill 1406 | Amends Election Code. Makes voting strength of committeemen in party committees dependent on vote of party's candidate for Governor or State Treasurer at last general election rather than on primary vote. |
| Senate Bill 692 | Amends Act creating the Department of Children and Family Services. Removes from the Department's jurisdiction the Illinois Eye and Ear Infirmary at Chicago and repeals Section specifying its powers with relations to that Infirmary. Effective January 1, 1970. |
| Senate Bill 693 | Amends Act creating the Research and Educational Hospitals operated by the University of Illinois. Changes name to University of Illinois Hospital. Provides for inclusion of Illinois Eye and Ear Infirmary (formerly under Department of Children and Family Service) as a part of the University of Illinois Hospital. Effective January 1, 1970. |
| Senate Bill 694 | An Act in relation to the Illinois Eye and Ear Infirmary at Chicago. Transfers jurisdiction of the infirmary from the Department of Children and Family Services to The Board of Trustees of the University of Illinois. Provides for transfer of property, appropriations and personnel. Effective January 1, 1970. |
| Senate Bill 770 | Amends The Election Code. Changes primary date to second Tuesday in April (now second Tuesday in June). |
| House Bill 1430 | Amends The Election Code. Permits primary electors to vote in whichever primary they wish regardless of prior primary voting. Eliminates reference to party affiliation but requires voter merely to request ballot of particular party. |
| House Bill 1487 | Amends the Municipal Code. Authorizes municipalities to adopt ordinances which would allow firemen and policemen to reside outside the corporate limits of the municipality. |

These recommendations were concurred in with no dissenting vote.

Respectfully submitted,

(Signed) Nicholas J. Bohling,
*Chairman.*

(Signed) Edwin P. Fifielski,
*Vice-Chairman.*

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## COMMITTEE ON LOCAL INDUSTRIES, STREETS AND ALLEYS.

### Grants Made of Privileges in Public Ways.

The Committee on Local Industries, Streets and Alleys, to which had been referred (on March 20, 1968 and April 9, 1969) nine proposed ordinances and two proposed orders for grants of privileges in public ways, submitted a report recommending that the City Council pass said proposed ordinances and said proposed orders (transmitted therewith).

On separate motions made by Alderman Sain *each* of the said nine proposed ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda—48.

*Nays*—None.

*Each of the said nine ordinances contain Sections 3, 4, 5 and 6, which are identical with Sections 3, 4, 5 and 6 respectively of the "Standard Special Provisions" printed on pages 5243-5244 of the Journal of the Proceedings of April 9, 1969.* Sections 1 and 2 of the said nine ordinances read respectively as follows (the Italic heading in each case not being a part of the ordinance):

*Grant to Air Products and Chemicals, Inc.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority hereby are given and granted to Air Products and Chemicals, Incorporated, a corporation, its successors and assigns, upon the terms and subject to the conditions of this ordinance, to excavate for, install, maintain, operate, use, remove, replace, and repair a private pipe line for the transmission of gaseous oxygen consisting of a steel pipe eight (8) inches in diameter and encased in a steel pipe sleeve twelve (12) inches in diameter at all crossings, except for the crossing under the E. 130th Street overpass. Said pipe shall run under, along and across the following public streets and highways as follows:

Beginning at a point approximately one thousand seven hundred fifty (1,750) feet westerly of the west line of S. Indiana Avenue and approximately three hundred ninety (390) feet southerly of the south line of E. 127th Street, at the northern boundary line of the premises of said grantee, thence through, across and along the properties of the Metropolitan Sanitary District of Chicago, the Illinois Central Railroad, the Chicago and Western Indiana Railroad, and the Penn Central Railroad, and across S. Indiana Avenue at a point approximately one thousand three hundred (1,300) feet northerly of the center line of E. 130th Street, thence easterly under and across S. Cottage Grove Avenue at a point approximately nine hundred ten (910) feet northerly of the extended central line of original E. 130th Street, proceeding along the western boundary line of the Chicago South Shore and South Bend Railroad right of way, thence under and across E. 130th Street overpass and continuing along the Chicago South Shore and South Bend Railroad right of way southerly under and across original E. 130th Street approximately one thousand three hundred seventy-five (1,375) feet westerly of the Calumet Expressway, thence easterly along the Chicago South Shore and South Bend Railroad right of way to a point where the said Chicago South Shore and South Bend Railroad bridge crosses the extended portion of the Calumet Expressway. Again proceeding easterly along the southern portion of the said Chicago South Shore and South Bend Railroad right of way continuing over and across the said Chicago South Shore and South Bend Railroad bridge over the southerly branch of the Calumet River approximately three hundred fifty (350) feet from the southerly line of E. 130th Street along the said Chicago South Shore and South Bend Railroad right of way approximately three thousand five hundred (3,500) feet east of the Calumet Expressway, thence changing direction going northerly along the westerly portion of the Norfolk and Western Railroad right of way under and across E. 130th Street approximately five hundred (500) feet westerly of the west line of S. Torrence Avenue proceeding around the bend of the Norfolk and Western Railroad right of way approximately two thousand two hundred (2,200) feet from the south line of E. 124th Street along the said Norfolk and Western Railroad right of way, thence continuing northerly under and across the Calumet River and under the crossings where E. 124th Street, E. 123rd Street, E. 122nd Street, E. 121st Street, E. 120th Street, E. 119th Street and E. 118th Street pass over the Norfolk and Western Railroad right of way, thence continuing northerly along and within the western boundary line of the original S. Yates Avenue right of way under the crossings where E. 117th Street and E. 116th Street pass over the right of way of the said original S. Yates Avenue, thence easterly under and across the Norfolk and Western Railroad right of way (originally S. Yates Avenue right of way) at a point approximately forty-three (43) feet northerly of the center line of E. 116th Street, thence continuing easterly approximately twenty (20) feet from the north line of E. 116th Street along private property a distance of approximately one thousand (1,000) feet. Again changing direction and continuing northerly along the lands of the Interlake Steel Company for a distance of approximately nine hundred twenty (920) feet, thence changing direction from a point on the western end of the said Interlake Steel Company conveyor bridge, that point being approximately the intersection of E. 114th Street and S. Torrence Avenue, thence over and on said conveyor bridge structure northeasterly over S. Torrence Avenue and the Calumet River, terminating at a point within lands of the said Interlake Steel Company; for a period of twenty (20) years from and after the date of passage of this ordinance.

The location of said pipe shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said pipe shall be installed under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation, and shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. The grantee shall keep those portions of the public ways over said pipe in good condition and repair, safe for public travel and free from snow, ice and dirt, to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of nine hundred eighteen and no/100 dollars ($918.00) per annum, in advance, the first payment to be made as of the date of passage of this ordinance, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof before the structures and appliances herein authorized are removed and the public way is restored as herein required.

### *Grant to American National Bank and Trust Company of Chicago, as Trustee.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority hereby are given and granted to American National Bank and Trust Company of Chicago, a corporation, not individually, but as Trustee under Trust Agreement dated November 1, 1967, and known as Trust No. 25128, its successors and assigns, upon the terms and subject to the conditions of this ordinance, to maintain and use as now installed pipes under and across W. Vernon Park Place one hundred thirty-two (132) feet east of the east line of S. Jefferson Street, within a section two (2) feet in diameter and comprising one (1) ten-inch conduit; one (1) six-inch conduit; one (1) three-inch conduit and two (2) three-quarter inch conduits, used for the transmission of steam and electricity between the premises of the grantee located on both sides of W. Vernon Park Place; for a period of ten (10) years from and after April 16, 1969.

The location of said pipes shall be as shown on print hereto attached, which by reference is made a part of this ordinance. Said pipes shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. The grantee shall keep that portion of the public way over said pipes in good condition and repair, safe for public travel and free from snow, ice and dirt, to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of two hundred and no/100 dollars ($200.00) per annum, in advance, the first payment to be made as of April 16, 1969, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted the grantee shall nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof before the structures and appliances herein authorized are removed and the public way is restored as herein required.

### *Grant to Citation Box and Paper Co.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority hereby are given and granted to Citation Box and Paper Co., a corporation, its successors and assigns, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a railroad switch track at street grade on the easterly side of N. Kingsbury Street from the northerly line of the easterly and westerly public alley northwesterly of N. Larrabee Street, thence southeasterly along the east side of N. Kingsbury Street a distance of one hundred twenty (120) feet; for a period of twenty (20) years from and after May 15, 1969.

The location of said railroad switch track shall be as shown in yellow on print hereto attached, which by reference is made a part of this ordinance. Said railroad switch track shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. The grantee shall keep that portion of the public way occupied by said railroad switch track in good condition and repair, safe for public travel and free from snow, ice and dirt, to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of three hundred and no/100 dollars ($300.00) per annum, in advance, the first payment to be made as of May 15, 1969, and each succeeding payment on the same day and month annually therefter. In case of the termination of the privileges herein granted the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof before the structures and appliances herein authorized are removed and the public way is restored as herein required.

### *Grant to Horween Leather Company.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority hereby are given and granted to Horween Leather Company, a corporation, its successors and assigns, upon the terms and subject to the conditions of this ordinance, to maintain and use as now installed a fourteen-inch tile water pipe under and across N. Mendell Street at a point one hundred sixty (160) feet northwesterly of the northerly line of W. McLean Avenue. Also, a twelve-inch tile sewer pipe under and across N. Mendell Street at a point one hundred eighty (180) feet northwesterly of the northerly line of W. McLean Avenue; for a period of ten (10) years from and after March 16, 1969.

The location of said pipes shall be as shown on sketch hereto attached, which by reference is made a part of this ordinance. Said pipes shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. The grantee shall keep that portion of the public way over said pipes in good condition and repair and safe for public travel, to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of one hundred sixty-six and no/100 dollars ($166.00) per annum, in advance, the first payment to be made as of March 16, 1969, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted the grantee shall, nevertheless, remain liable to the

City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof before the structures and appliances herein authorized are removed and the public way is restored as herein required.

*Grant to LaSalle-Madison Hotel Company.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority hereby are given and granted to LaSalle-Madison Hotel Company, a corporation, its successors and assigns, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed five (5) coal chutes and one (1) ash hoist on the south side of W. Calhoun Place west of N. LaSalle Street on the northerly side of the premises of said grantee; for a period of ten (10) years from and after March 22, 1969.

The location, character and description of said coal chutes and ash hoist to be substantially as follows:

(a) The centers of said chutes located as follows: That of the first, twenty-four (24) feet four (4) inches; that of the second, thirty-nine (39) feet two (2) inches; that of the third, fifty-four (54) feet six (6) inches; that of the fourth, sixty-nine (69) feet ten (10) inches; that of the fifth, eighty-five (85) feet two (2) inches west of the west line of N. LaSalle Street. The center of said ash hoist located approximately one hundred fifteen (115) feet eight (8) inches west of the west line of N. LaSalle Street.

(b) Each of said coal chutes are covered with a Linden steel cover, reinforced for heavy traffic, the top plate of the same is riveted so as to prevent the slipping of holes and is set flush with the pavement in said street, not exceeding two (2) feet by three (3) feet in dimension, and the center line of said cover not extending more than twenty-six (26) inches beyond the northerly line of the lot occupied by said hotel building.

(c) Said chutes not extending more than twenty (20) feet below the surface of the street, and the foundation walls of said chutes being not less than sixteen (16) inches below the surface of said street, and the outside wall thereof extending not more than five (5) feet three (3) inches from the building line aforesaid.

(d) None of said chutes shall exceed three (3) feet six (6) inches by five (5) feet six (6) inches, interior measurement.

(e) Said chutes shall be enclosed in concrete walls lined with quarter-inch boiler-steel plate secured to the concrete with extension bolts.

(f) The aforesaid ash hoist not exceeding six (6) feet six (6) inches in width nor extending more than five (5) feet from the aforesaid building line nor more than thirty-eight (38) feet below the surface of the street.

(g) The said ash hoist shall be covered by three-eighths inch Linden steel trap doors and braced and reinforced to withstand the warping and heavy teaming and shall be secured with heavy bronze hinges to heavy cast-iron frames bolted in the concrete foundation, the hole countersunk and built flush with the street paving.

(h) Said ash hoist is provided with heavy guard rails surrounding the openings, which rails shall be constantly used during the time that the doors of said ash hoist are open.

(i) The platform of said ash hoist shall be constructed of hard wood with a steel floor substantially built, securely bound on the edges with angle iron, and the platform shall be securely fastened to the ash hoist plunger.

(j) The north and south retaining walls of said ash hoist shaft not to exceed eleven (11) feet eight (8) inches in length nor shall the east and west retaining wall exceed seven (7) feet nine (9) inches in length.

The location of said coal chutes and ash hoist shall be as shown on print hereto attached, which by reference is made a part of this ordinance. Said coal chutes and ash hoist shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. The grantee shall keep that portion of the public way over said coal chutes and ash hoist in good condition and repair, safe for public travel over the same and free from snow, ice and dirt, to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of three hundred and no/100 dollars ($300.00) per annum, in advance, the first payment to be made as of March 22, 1969, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof before the structures and appliances herein authorized are removed and the public way is restored as herein required.

*Grant to Morton International, Inc.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority hereby are given and granted to Morton International, Inc., a corporation, its successors and assigns, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a railroad switch track at street grade on and across W. Blackhawk Street connecting with the existing railroad track on the easterly side of N. Magnolia Avenue one hundred ninety-three (193) feet northerly of the north line of W. Blackhawk Street, thence south on a curve on and across W. Blackhawk Street to a point on the south line thereof nine (9) feet east of the easterly line of N. Elston Avenue; for a period of twenty (20) years from and after April 27, 1969.

The location of said railroad switch track shall be as shown in yellow on print hereto attached, which by reference is made a part of this ordinance. Said railroad switch track shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. The grantee shall keep that portion of the public way occupied by said railroad switch track in good condition and repair, safe for public travel and free from snow, ice and dirt, to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of three hundred and no/100 dollars ($300.00) per annum, in advance, the first payment to be made as of April 27, 1969, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof before the structures and appliances herein authorized are removed and the public way is restored as herein required.

### *Grant to Northwestern University.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority hereby are given and granted to Northwestern University, a corporation, its successors and assigns, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a twelve-duct conduit, also a tunnel, under and across E. Superior Street three hundred fifty (350) feet east of the east line of N. Fairbanks Court measured on the north line of E. Superior Street. Said tunnel not exceeding fourteen (14) feet in width between the curb lines and lot lines, nor eleven (11) feet in width underneath the roadway, inside dimensions, and not more than six (6) feet in height; for a period of ten (10) years from and after April 21, 1968.

The location of said conduit and tunnel shall be as shown on print hereto attached, which by reference is made a part of this ordinance. Said conduit and tunnel shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. The grantee shall keep that portion of the public way over said conduit and tunnel in good condition and repair, safe for public travel and free from snow, ice and dirt, to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of one thousand five hundred and no/100 dollars ($1,500.00) per annum, in advance, the first payment to be made as of April 21, 1968, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof before the structures and appliances herein authorized are removed and the public way is restored as herein required.

### *Grant to Polonia Coal Company.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority hereby are given and granted to Polonia Coal Company, a corporation, its successors and assigns, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a railroad switch track at street grade crossing N. Besly Court, thence on and along the public alley westerly of said N. Besly Court between W. North Avenue and W. Wabansia Avenue, from a point on the easterly line of said alley ninety (90) feet northerly of the north line of W. North Avenue, thence northerly in and upon said alley to a point on the easterly line thereof two hundred fifty (250) feet southeasterly of the southerly line of W. Wabansia Avenue, a total distance of three hundred sixty (360) feet; for a period of ten (10) years from and after November 8, 1968.

The location of said railroad switch track shall be as shown in red on print hereto attached, which by reference is made a part of this ordinance. Said railroad switch track shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. The grantee shall keep that portion of the public way occupied by said railroad switch track in good condition and repair, safe for public travel and free from snow, ice and dirt, to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of six hundred fifteen and no/100 dollars ($615.00) per annum, in advance, the first payment to be made as of November 8, 1968, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof before the structures and appliances herein authorized are removed and the public way is restored as herein required.

### *Grant to South Shore Hospital.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority hereby are given and granted to South Shore Hospital, a corporation, its successors and assigns, upon the terms and subject to the conditions of this ordinance, to maintain and use as now installed a two-inch electric conduit and a one-inch telephone conduit under and across the north-south public alley between S. Crandon Avenue and S. Luella Avenue at a point seventy (70) feet south of E. 80th Street; for a period of ten (10) years from and after April 4, 1969.

The location of said conduits shall be as shown on print hereto attached, which by reference is made a part of this ordinance. Said conduits shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. The grantee shall keep that portion of the public way over said conduits in good condition and repair, safe for public travel and free from snow, ice and dirt, to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of one hundred and no/100 dollars ($100.00) per annum, in advance, the first payment to be made as of April 4, 1969, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof before the structures and appliances herein authorized are removed and the public way is restored as herein required.

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On separate motions made by Alderman Sain *each* of the two proposed orders transmitted with the pending committee report was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan,

Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda—48.

*Nays*—None.

Said orders, as passed, read respectively as follows (the Italic heading in each case not being a part of the order):

*H. K. Porter Co., Inc.: Space in N. Campbell Av.*

*Ordered,* That the City Comptroller be and he is hereby authorized to issue a permit to H. K. Porter Company, Inc., to occupy two hundred (200) feet of unused N. Campbell Avenue between a point one hundred ninety-two (192) feet north of the north line of W. Fulton Street and a point two hundred (200) feet north thereof, containing thirteen thousand two hundred (13,200) square feet of space; and the grantee shall furnish insurance coverage for public liability and property damage in amounts acceptable to the City Comptroller; for a period of three (3) years from and after May 13, 1969, at an annual compensation of one thousand seven hundred sixteen and no/100 dollars ($1,716.00) per annum, in advance; said permit to be subject to revocation by either party on thirty days' notice, in writing, or may be revoked by the Mayor at any time in his discretion.

*Horween Leather Company: Space in Rear of Nos. 2015-2021 N. Elston Av.*

*Ordered,* That the City Comptroller be and he is hereby authorized and directed to issue a permit to Horween Leather Company to use twelve hundred forty (1240) square feet of space now occupied by a building on the westerly side of N. Mendell Street in the rear of the premises known as Nos. 2015-2021 N. Elston Avenue, and the grantee shall furnish insurance coverage for public liability and property damage in amounts acceptable to the City Comptroller; for a period of three (3) years from and after April 1, 1969, at an annual compensation of two hundred forty-eight and no/100 dollars ($248.00) payable annually in advance; said permit to be subject to revocation by either party on thirty (30) days' notice, in writing, or may be revoked by the Mayor at any time in his discretion.

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## Ordinance Repealed Granting Permission and Authority to Lung Kai Co. to Maintain and Use Vault under Public Alley.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass the following proposed *repealing* ordinance transmitted therewith (which was referred to the committee on April 9, 1969):

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the ordinance passed by the City Council March 24, 1965, appearing on pages 4404 and 4405 of the Journal of the Proceedings of said date, which granted permission and authority to Lung Kai Co., to maintain and use a vault underneath the surface of the alley in the rear of the premises known as No. 209 W. Cermak Road; be and the same is hereby repealed as of January 16, 1969.

The City Comptroller is hereby authorized to cancel all outstanding Warrants for Collection subsequent to January 15, 1969.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

On motion of Alderman Sain the foregoing proposed *repealing* ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda—48.

*Nays*—None.

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## Supt. of Maps Directed to Approve Plats of Subdivision.

The Committee on Local Industries, Streets and Alleys submitted reports recommending that the City Council pass the following two proposed ordinances transmitted therewith for approval of plats of subdivision (which were referred to the committee on April 9, 1969):

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of subdivision of the area bounded by W. Catalpa Avenue, W. Gregory Street, N. Pueblo Avenue and N. Chester Avenue, as shown on the attached plat, when the necessary certificates are shown on said plat.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of subdivision of the property on both sides of N. Delphia Avenue between W. Leland Avenue and a line 345 feet north of and parallel thereto, as shown on the attached plat, when the necessary certificates are shown on said plat.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

On separate motions made by Alderman Sain *each* of the foregoing two proposed ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda—48.

*Nays*—None.

### North-South Alley Vacated in Block Bounded by W. 63rd St., W. 63rd Pl., S. Halsted St. and S. Halsted Parkway.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith (which was referred to the committee on April 9, 1969) for the vacation of the north-south 14-foot public alley in the block bounded by W. 63rd Street, W. 63rd Place, S. Halsted Street and S. Halsted Parkway.

On motion of Alderman Sain said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda—48.

*Nays*—None.

The following is said ordinance as passed:

WHEREAS, An ordinance was passed by the City Council on May 20, 1968, appearing on pages 2817 and 2818 of the Journal of the Proceedings of said date, providing for the vacation of the North One Hundred (100) feet, more or less, of the North-South Fourteen (14) foot public alley in the block bounded by W. 63rd Street, W. 63rd Place, S. Halsted Street and S. Union Avenue now known as S. Halsted Parkway, and

WHEREAS, Said ordinance was not recorded within the time limit of ninety (90) days as provided in the ordinance, and

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public alley described in the following ordinance; therefore,

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That all that part of the North-South Fourteen (14) foot public alley lying West of and adjoining the West line of Lot Eleven (11), lying East of and adjoining the East line of Lots One (1) to Four (4), both inclusive, and lying North of and adjoining the South line of said Lot Four (4) produced East Fourteen (14) feet, in Barnet's Subdivision of Lots Two (2), Three (3), Six (6) and Seven (7) in Block Five (5) of Linden Grove, being the Northwest Thirty-five (35) acres and the South Ninety (90) acres of the Northwest Quarter (N.W.¼) of Section Twenty-one (21), Township Thirty-eight (38) North, Range Fourteen (14) East of the Third Principal Meridian; said part of public alley herein vacated being further described as the North One Hundred (100) feet, more or less, of the North-South public alley in the block bounded by W. 63rd Street, W. 63rd Place, S. Halsted Street and S. Halsted Parkway, as colored in red and indicated by the words "TO BE VACATED" on the plat hereto attached, which plat for greater certainty is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The vacation herein provided for is made upon the express condition that within ninety (90) days after the passage of this ordinance, National Boulevard Bank of Chicago, Trustee, Trust No. 2247 and Frank 63rd Street Building Corporation shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owners of the property abutting said part of public alley hereby vacated, the sum of nine thousand one hundred and no/100 dollars ($9,100.00), which sum in the judgement of this body will be equal to such benefits.

SECTION 3. This ordinance shall take effect and be in force from and after its passage subject to the condition of Section Two (2) hereof, provided that the said National Boulevard Bank of Chicago, Trustee, Trust No. 2247 and Frank 63rd Street Building Corporation shall within ninety (90) days after the passage of this ordinance, file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance.

### Board of Local Improvements Requested to Institute Proceedings for Paving of Certain Alley by Special Assessment.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass the following proposed order transmitted therewith (which was referred to the committee on April 9, 1969):

*Ordered,* That the Board of Local Improvements is hereby requested to institute the necessary proceedings for the paving with concrete, by special assessment, of the roadway of the north-south and east-west alley in the block bounded by S. Pulaski Road, S. Springfield Avenue, W. 64th Place and W. 64th Street.

On motion of Alderman Sain the foregoing proposed order was *Passed.*

### Ordinance Passed for Construction of Sidewalk in Certain System of Streets.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, recommended by the Board of Local Improvements (which was referred to the committee on April 17, 1969) for the construction of a concrete sidewalk six feet in width and one foot from the lot line towards the curb line in a system of streets as follows:

East side of S. Hoyne Avenue from the south curb line of W. 79th Street to the north curb line of W. 80th Place; beginning again at the south line of the first alley south of the south curb line of W. 81st Place to the north curb line of W. 83rd Street;

West side of S. Hoyne Avenue from the south line of the first alley south of the south curb line of W. 79th Street to the north curb line of W. 80th Street; beginning again at the south curb line of W. 82nd Place to the north curb line of W. 83rd Street.

On motion of Alderman Sain said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan,

Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda—48.

*Nays*—None.

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**Ordinances Passed for Street and Alley Improvements by Special Assessment.**

The Committee on Local Industries, Streets and Alleys, to which had been referred (on April 9 and 17, 1969) twenty-four proposed ordinances recommended by the Board of Local Improvements, submitted reports recommending that the City Council pass said twenty-four proposed ordinances (transmitted therewith).

On separate motions made by Alderman Sain *each* of the said twenty-four proposed ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda—48.

*Nays*—None.

The following are descriptive summaries of the said twenty-four improvement ordinances as passed (the Italic heading in each case not being a part of the ordinance):

*Alley between W. Rosemont Av., W. Granville Av., N. California Av. and N. Mozart St.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadway of the alley between W. Rosemont Avenue, W. Granville Avenue, N. California Avenue and N. Mozart Street.

*Alleys between W. Foster Av., W. Winona St., N. Elston Av. and N. Lavergne Av.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadways of the alleys between W. Foster Avenue, W. Winona Street, N. Elston Avenue and N. Lavergne Avenue.

*Alleys between W. Strong St., W. Gunnison St., N. Mobile Av. and N. Mulligan Av., Etc.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadways of the alleys between W. Strong Street, W. Gunnison Street, N. Mobile Avenue and N. Mulligan Avenue; also that part of the east-west alley from a line parallel with and nineteen feet west of the east line of N. Mulligan Avenue to the east line of N. Mulligan Avenue.

*Alley between W. Grace St., W. Waveland Av., N. Oconto Av. and N. Octavia Av.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadway of the alley between W. Grace Street, W. Waveland Avenue, N. Oconto Avenue and N. Octavia Avenue.

*East-West Alley between W. Wellington Av., W. George St., N. Kenosha Av. and N. Kildare Av. —Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete catchbasins complete, and for grading, paving and otherwise improving the roadway of the east-west alley between W. Wellington Avenue, W. George Street, N. Kenosha Avenue and N. Kildare Avenue.

*Alleys between W. 35th St., W. 35th Pl., S. Lituanica Av. and S. Sangamon St.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadways of the alleys between W. 35th Street, W. 35th Place, S. Lituanica Avenue and S. Sangamon Street.

*Alley between W. 43rd St., W. 44th St., S. St. Louis Av. and S. Drake Av.—Sewers, Etc. and Grading, Paving and Improving.*

An ordinance for constructing tile pipe sewers with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadway of the alley between W. 43rd Street, W. 44th Street, S. St. Louis Avenue and S. Drake Avenue.

*Alley between W. 43rd St., W. 44th St., S. Kedvale Av. and S. Keeler Av.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadway of the alley between W. 43rd Street, W. 44th Street, S. Kedvale Avenue and S. Keeler Avenue.

*Alley between W. 48th St., W. 49th St., S. Knox Av. and S. Kilpatrick Av.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadway of the alley between W. 48th Street, W. 49th Street, S. Knox Avenue and S. Kilpatrick Avenue.

*Alley between W. 49th St., W. 50th St., S. Knox Av. and S. Kilpatrick Av.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadway of the alley between W. 49th Street, W. 50th Street, S. Knox Avenue and S. Kilpatrick Avenue.

*Alleys between W. 50th St., W. 51st St., S. Kilpatrick Av. and S. Keating Av., Etc.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadways of the alleys between W. 50th Street, W. 51st Street, S. Kilpatrick Avenue and S. Keating Avenue; also that part of the north-south alley from a line parallel with and eighteen feet north of the south line of W. 50th Street to the south line of W. 50th Street.

*Alleys between W. 54th St., W. Archer Av., S. Natoma Av. and S. Normandy Av.—Sewers, Etc. and Grading, Paving and Improving.*

An ordinance for constructing tile pipe sewers with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadways of the alleys between W. 54th Street, W. Archer Avenue, S. Natoma Avenue and S. Normandy Avenue.

*Alley between W. 60th St., W. 61st St., S. Major Av. and S. Massasoit Av., Etc.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadway of the alley between W. 60th Street, W. 61st Street, S. Major Avenue and S. Massasoit Avenue; also that part of the alley from a line parallel with and eighteen feet north of the south line of W. 60th Street to the south line of W. 60th Street.

*Alley between W. 63rd St., W. 63rd Pl., S. Nottingham Av. and C. & W.I. RR.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadway of the alley between W. 63rd Street, W. 63rd Place, S. Nottingham Avenue and Chicago and Western Indiana Railroad.

*Alleys between W. 64th St., W. 64th Pl., S. Narragansett Av. and S. Natchez Av.—Sewers, Etc. and Grading, Paving and Improving.*

An ordinance for constructing tile pipe sewers with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadways of the alleys between W. 64th Street, W. 64th Place, S. Narragansett Avenue and S. Natchez Avenue.

*Portion of Alley between W. 65th Pl., W. 66th St., S. Springfield Av. and S. Pulaski Road, Etc.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadway of the alley from the west line of S. Springfield Avenue to the east line of Lot 6 of Mandell's Sub. of the N½ of S½ , NW¼ Sec. 23-38-13 between W. 65th Place, W. 66th Street, S. Springfield Avenue and S. Pulaski Road; also that part of the alley from a line parallel with and eighteen feet east of the west line of S. Springfield Avenue to the west line of S. Springfield Avenue.

*Alley between E. 80th St., E. 81st St., S. Indiana Av. and S. Michigan Av.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadway of the alley between E. 80th Street, E. 81st Street, S. Indiana Avenue and S. Michigan Avenue.

*Alleys between W. 80th St., W. 81st St., S. La Salle St. and S. Wentworth Av.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadways of the alleys between W. 80th Street, W. 81st Street, S. La Salle Street and S. Wentworth Avenue.

*Alley between W. 97th St., W. 98th St., S. Green St. and S. Peoria St.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manhole and new concrete catchbasin complete, and for grading, paving and otherwise improving the roadway of the alley between W. 97th Street, W. 98th Street, S. Green Street and S. Peoria Street.

*Alleys between W. 100th St., W. 100th Pl., S. Princeton Av. and C. & W.I. RR.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadways of the alleys between W. 100th Street, W. 100th Place, S. Princeton Avenue and C. & W. I. Railroad.

*Alleys between W. 115th St., W. 116th St., S. May St. and S. Racine Av.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadways of the alleys between W. 115th Street, W. 116th Street, S. May Street and S. Racine Avenue.

*Alleys between W. Cornelia Av., W. Newport Av., N. Mobile Av. and N. Narragansett Av.—Grading, Paving and Improving.*

An ordinance for grading, paving and otherwise improving the roadways of the alleys between W. Cornelia Avenue, W. Newport Avenue, N. Mobile Avenue and N. Narragansett Avenue.

*Improvement of S. Kilbourn Av.*

An ordinance for grading, paving and improving S. Kilbourn Avenue from the north line of W. 58th Street to the north line of W. 59th Street.

*Improvement of W. 83rd St.*

An ordinance for grading, paving and improving W. 83rd Street a fifteen-foot roadway in the south one-half of W. 83rd Street from the east line of S. Kildare Avenue to the east line of S. Kolin Avenue.

### Ordinances Repealed for Construction of Sewers, Etc. in Certain Alleys.

The Committee on Local Industries, Streets and Alleys, to which had been referred (on April 9 and April 17, 1969) three proposed ordinances submitted by the Board of Local Improvements to *repeal* ordinances previously passed for the construction of sewers, etc., submitted reports recommending that the City Council pass the said three proposed *repealing* ordinances (transmitted therewith).

On separate motions made by Alderman Sain *each* of the three proposed *repealing* ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda—48.

*Nays*—None.

The following is a summary of the said three *repealing* ordinances as passed:

*Repeal of Ordinance for Construction of Tile Pipe Sewer, Etc. and for Grading, Paving and Improving of Alley between W. 32nd St., W. 33rd St., S. Hoyne Av. and S. Hamilton Av.*

An ordinance to *Repeal* the ordinance passed by the City Council on January 17, 1968, as is noted on page 2182 of the Journal of the Proceedings of said date, for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadway of the alley between W. 32nd Street, W. 33rd Street, S. Hoyne Avenue and S. Hamilton Avenue.

*Repeal of Ordinance for Construction of Tile Pipe Sewer, Etc. and for Grading, Paving and Improving of Alley between W. 64th St., W. 64th Pl., S. St. Louis Av. and S. Central Park Av.*

An ordinance to *Repeal* the ordinance passed by the City Council on July 11, 1968, as is noted on page 3369 of the Journal of the Proceedings of said date, for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadway of the alley between W. 64th Street, W. 64th Place, S. St. Louis Avenue and S. Central Park Avenue.

*Repeal of Ordinance for Construction of Tile Pipe Sewer, Etc. and for Grading, Paving and Improving of Alleys between W. 83rd St., W. 83rd Pl., S. Homan Av. and S. St. Louis Av., Etc.*

An ordinance to *Repeal* the ordinance passed by the City Council on May 8, 1968, as is noted on page 2732 of the Journal of the Proceedings of said date, for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadways of the alleys between W. 83rd Street, W. 83rd Place, S. Homan Avenue and S. St. Louis Avenue, etc.

*Re-referred to Board of Local Improvements*—PROPOSED ORDINANCE FOR CONSTRUCTION OF TILE PIPE SEWER, ETC. AND GRADING, PAVING AND IMPROVING OF ALLEYS BETWEEN W. 59TH ST., I.H.B. RR., S. NATOMA AV. AND S. NORMANDY AV.

The Committee on Local Industries, Streets and Alleys submitted the following report:

CHICAGO, April 23, 1969.

*To the President and Members of the City Council:*

Your Committee on Local Industries, Streets and Alleys, having had under consideration a proposed ordinance, submitted by the Board of Local Improvements and referred to Your Committee (on March 14, 1969), for constructing tile pipe sewer with necessary catchbasins and manholes complete, and for grading, paving and otherwise improving the roadways of the alleys between W. 59th Street, Indiana Harbor Belt Railroad, S. Natoma Avenue and S. Normandy Avenue, begs leave to recommend that Your Honorable Body Re-refer the said proposed ordinance to the Board of Local Improvements.

**Respectfully submitted,**
(Signed) HARRY L. SAIN,
*Chairman.*

On motion of Alderman Sain the committee's recommendation was *Concurred In.*

## COMMITTEE ON POLICE, FIRE, CIVIL SERVICE, SCHOOLS AND MUNICIPAL INSTITUTIONS.

*Action Deferred*—ON PROPOSED ORDINANCE TO PRESCRIBE NEW REGULATIONS GOVERNING PARADES AND PUBLIC ASSEMBLIES, ETC.

The Committee on Police, Fire, Civil Service, Schools and Municipal Institutions submitted the following report:

CHICAGO, April 23, 1969.

*To the President and Members of the City Council:*

Your Committee on Police, Fire, Civil Service, Schools and Municipal Institutions, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Richard J. Daley, Mayor (referred to Your Committee on April 17, 1969) to amend Section 36-31 of the Municipal Code of Chicago to prescribe new regulations governing parades and public assemblies, etc., begs leave to recommend that Your Honorable Body pass the said proposed ordinance, as amended.

This recommendation was concurred in by 8 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) EDWIN H. MCMAHON,
*Chairman.*

Alderman McMahon moved to concur in the committee's recommendation and pass the proposed ordinance transmitted with the foregoing committee report.

Request being made by two aldermen present (Alderman Despres and Alderman Cousins) that consideration of said report be deferred until the next regular meeting, consideration thereof was so *Deferred.*

The following is the proposed ordinance transmitted with the foregoing committee report:

Be It Ordained by the City Council of the City of Chicago:

*Section 1.* The Municipal Code of Chicago is amended in Section 36-31 thereof by striking the entire section as it presently exists and substituting in lieu thereof the following new Section 36-31:

36-31 a. No parade, public assembly or similar activity is permitted on any street of the City of Chicago unless a permit allowing such activity has been obtained from the Department of Streets and Sanitation.

b. A person, partnership, voluntary associations, or other organization seeking to obtain a parade or public assembly permit shall file an application with the Commissioner of Streets and Sanitation not more than one year and not less than seven (7) days before the date for which the parade, public assembly or similar activity is proposed.

c. The application for a parade or public assembly permit shall contain the following information:

(1) The name, address and phone number of the person signing the application;

(2) The name, address and phone number of the authorized and responsible leaders of the organization conducting the parade or public assembly;

(3) The date of the proposed parade or public assembly and the hours that it will commence and terminate;

(4) The location of the assembly area and the time when the parade will begin to assemble;

(5) The approximate numbers of persons to participate in the parade or public assembly;

(6) The route along which the parade will proceed, and the lanes of traffic it will occupy.

d. The Commissioner of Streets and Sanitation, where good and compelling causes are shown therefore, may consider any application hereunder which is filed less than seven (7) days before the date such parade is proposed to be conducted.

e. The Commissioner of Streets and Sanitation shall investigate the facts set out in the application and shall issue a permit when he finds that:

(1) The activity will not create an imminent danger of a substantial breach of the peace, riot or similar disorder;

(2) The proposed activity as scheduled in the application will not substantially or unnecessarily interfere with traffic in the area contiguous to the route;

(3) There are available at the time of the parade a sufficient number of peace officers to police and protect lawful participants in the activity; and

(4) The event is not being conducted for an unlawful purpose.

f. The Commissioner of Streets and Sanitation shall act upon the application for a parade or public assembly permit within two (2) days after the filing thereof. If the Commissioner of Streets and Sanitation disapproves the application, he shall mail to the applicant within two (2) days after the date upon which the application was filed, a notice of his action, stating the facts and conclusions which are the basis for his denial of the permit. Any applicant who believes that his application is wrongfully disapproved may appeal to the Mayor the propriety of said action. Upon the filing of such appeal, the Mayor shall cause a hearing to be held and based upon the evidence contained in the record of such hearing, either affirm or reverse the decision of of the Commissioner of Streets and Sanitation. The action of the Mayor shall be subject to Judicial Review in accordance with the provisions of the Administrative Review Act. In the event that the Commissioner of Streets and Sanitation fails to act within two (2) days after the date upon which the application was filed, said application for a permit shall be deemed approved and the permit deemed granted in conformance with the application.

g. The Commissioner of Streets and Sanitation in denying an application for a parade or public assembly permit, shall be empowered to authorize the conduct of a parade or public assembly on a date, at a time, at a location or over a route different from that named by the applicant. An applicant desiring to accept an alternate parade or public assembly permit shall, within two (2) days after notice of the action by the Commissioner of Streets and Sanitation, file a written notice of acceptance with the Commissioner of Streets and Sanitation. An alternate parade or public assembly permit shall conform to the requirements of and shall have the effect of a parade or public assembly permit.

h. Immediately upon the issuance of a parade or public assembly permit, the Commissioner of Streets and Sanitation shall send a copy thereof to the following:
  - (1) The Office of the Mayor
  - (2) The Department of Police
  - (3) The Department of Fire
  - (4) The Department of Law
  - (5) The Chicago Transit Authority
  - (6) The Chicago Park District.

i. Any person who knowingly interferes with any other person or organization lawfully conducting a parade or public assembly or any person violating any of the provisions of this ordinance shall be fined not less than $5.00 nor more than $500.00.

*Section 2.* This ordinance shall become effective upon passage and due publication.

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## COMMITTEE ON TRAFFIC AND PUBLIC SAFETY.

### Authority and Direction Given for Installation and Relocation of Traffic-Control Signals at Certain Intersections.

The Committee on Traffic and Public Safety submitted a report concurring in a recommendation of the Bureau of Street Traffic and recommending that the City Council pass the following proposed order transmitted therewith (as a substitute for proposed orders referred to the committee on March 14, 1969):

*Ordered,* That the Commissioner of Streets and Sanitation be and he is hereby authorized and directed to arrange for the installation of automatic traffic-control signals and relocate signals at the following street intersections:

W. Foster Avenue and N. Leclaire Avenue, and relocate signals:

From W. Foster Avenue and N. Keeler Avenue to W. Foster Avenue and N. Tripp Avenue.

On motion of Alderman Wigoda said substitute proposed order was *Passed.*

### Regulations Prescribed, Discontinued or Changed in Reference to Parking of Vehicles on Sundry Streets.

The Committee on Traffic and Public Safety submitted reports recommending that the City Council pass six proposed ordinances transmitted therewith (as substitutes for proposed ordinances previously referred to the committee or recommended by the Commissioner of Streets and Sanitation) in reference to the parking of vehicles on sundry streets.

On separate motions made by Alderman Wigoda *each* of the said substitute proposed ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda—48.

*Nays*—None.

Said ordinances as passed read respectively as follows (the Italic heading in each case not being a part of the ordinance):

*Prohibitions at All Times against Parking of Vehicles.*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. Pursuant to Section 27-413 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle at any time upon the following public ways in the areas indicated:

| *Public Way* | *Area* |
|---|---|
| S. Emerald Avenue (west side) | From a point 180 feet south of W. 120th Street to a point 225 feet south thereof; |
| E. 55th Street (south side) | From a point 120 feet east of S. University Avenue to a point 50 feet east thereof; |
| S. Woodlawn Avenue (west side) | From E. 78th Street to E. 79th Street. |

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

*Discontinuance of Parking Prohibitions at All Times on Portion of E. 59th St.*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the ordinance passed March 6, 1963, printed on pages 9054-9055 of the Journal of the Proceedings of said date, prohibiting parking of vehicles at all times on portions of sundry streets, be and the same is hereby amended by striking therefrom the following:

| | |
|---|---|
| "E. 59th Street (south side) | From S. Ellis Avenue to S. Maryland Avenue". |

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

*Prohibitions against Parking of Vehicles during Specified Hours on Portions of Sundry Streets.*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. Pursuant to Section 27-414 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle upon the following public ways in the areas indicated, during the hours specified:

| *Public Way* | *Limits and Time* |
|---|---|
| W. Berteau Avenue (south side) | From N. Milwaukee Avenue to the first alley east thereof—9:00 A.M. to 4:00 P.M.—except on Saturdays, Sundays and holidays; |

| *Public Way* | *Limits and Time* |
|---|---|
| N. Kilbourn Avenue (west side) | From a point 60 feet south of W. Haddon Avenue to a point 60 feet south thereof—8:00 A.M. to 6:00 P.M.—except on Sundays and holidays; |
| S. Marshfield Avenue (west side) | From a point 20 feet south of W. 17th Street to a point 67 feet south thereof—7:00 A.M. to 6:00 P.M.—except on Sundays and holidays; |
| W. Rosemont Avenue (both sides) | From N. LaCrosse Avenue to the first alley east thereof—9:00 A.M. to 4:00 P.M.—except on Saturdays, Sundays and holidays. |

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

### *Limitation on Parking of Vehicles at All Times on Portion of S. Lawndale Av.*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. Pursuant to Section 27-414 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle upon the following public ways in the areas indicated for a longer time than is herein specified:

| *Public Way* | *Limits and Time* |
|---|---|
| S. Lawndale Avenue (west side) | From W. Hayford Street to W. 76th Place—1 hour—except on Saturdays, Sundays and holidays. |

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

### *Limitation on Parking of Vehicles during Specified Hours on Portions of Sundry Streets.*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. Pursuant to Section 27-414 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle upon the following public ways in the areas indicated, for a longer time than is herein specified, during the hours designated:

| *Public Way* | *Limits and Time* |
|---|---|
| N. Fremont Street (west side) | From a point 20 feet south of W. Weed Street to a point 85 feet south thereof—1 hour—8:00 A.M. to 6:00 P.M.—except on Sundays and holidays; |
| S. Western Avenue (west side) | From W. 102nd Street to W. 103rd Street—1 hour—8:00 A.M. to 6:00 P.M.—except on Sundays and holidays. |

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

### *Amendment of Limitation on Parking of Vehicles during Specified Hours on Portion of W. 50th St.*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the ordinance passed January 17, 1969, printed on page 4900 of the Journal of the Proceedings of said date, limiting parking of vehicles during specified hours, on portions of sundry streets, be and the same is hereby amended by striking the words and figures "to a point 60 feet west thereof", and inserting in lieu thereof "to a point 100 feet west thereof", relating to W. 50th Street (north side).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

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## Loading Zones Established or Discontinued on Portions of Certain Streets.

The Committee on Traffic and Public Safety submitted reports recommending that the City Council pass two proposed ordinances transmitted therewith (as substitutes for proposed ordinances previously referred to the committee) in reference to the establishment or discontinuance of loading zones on portions of certain streets.

On separate motions made by Alderman Wigoda *each* of the said substitute proposed ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda—48.

*Nays*—None.

Said ordinances as passed read respectively as follows (the Italic heading in each case not being a part of the ordinance):

### *Loading Zones Established on Portions of Certain Streets.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That in accordance with the provisions of Section 27-410 of the Municipal Code of Chicago, the following locations are hereby designated as loading zones for the distances specified, during the hours designated:

| *Public Way* | *Distance and Hours* |
|---|---|
| N. California Avenue (west side) | From a point 20 feet south of W. Rosemont Avenue to a point 50 feet south thereof—8:00 A.M. to 6:00 P.M.—except on Sundays and holidays; |
| S. Holden Court (east side) | From a point 200 feet south of W. Harrison Street to a point 10 feet south thereof; |
| W. Irving Park Road (north side) | From a point 185 feet west of N. Laramie Avenue to a point 40 feet west thereof—8:00 A.M. to 6:00 P.M.—except on Sundays and holidays; |
| N. Nordica Avenue (west side) | From a point 40 feet north of W. Higgins Road to a point 50 feet north thereof — 4:00 P.M. to 1:00 A.M.—except on Tuesdays; |

| *Public Way* | *Distance and Hours* |
|---|---|
| E. 25th Street (south side) | From a point 20 feet west of S. Prairie Avenue to a point 105 feet west thereof—3:00 P.M. to 7:00 A.M. |

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

*Discontinuance of Loading Zone on Portion of N. Fremont St.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the ordinance passed November 16, 1964, printed on page 3346 of the Journal of the Proceedings of said date, establishing loading zones on portions of sundry streets, be and the same is hereby amended by striking therefrom the following:

| | |
|---|---|
| "N. Fremont Street (west side) | From a point 48 feet south of W. Weed Street to a point 55 feet south thereof—8:00 A.M. to 6:00 P.M.—except on Saturdays, Sundays and holidays". |

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

### Weight Limitations Established on Portions of Certain Streets.

The Committee on Traffic and Public Safety submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith (as a substitute for proposed ordinances previously referred to the committee) in reference to the establishment of weight limitations on portions of certain streets.

On motion of Alderman Wigoda said substitute proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda—48.

*Nays*—None.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 27-418 of the Municipal Code of Chicago, the maximum weight permitted to be carried by any truck or commercial vehicle upon the following public ways between the limits indicated (except for the purposes of delivering or picking up material or merchandise) shall be as follows:

| *Public Way* | *Limits and Maximum Load* |
|---|---|
| W. Argyle Street | From N. Delphia Avenue to N. Cumberland Avenue—5 tons; |
| W. Carmen Avenue | From N. Delphia Avenue to N. Chester Avenue—5 tons; |
| N. Chester Avenue | From W. Argyle Street to W. Foster Avenue—5 tons; |
| N. Delphia Avenue | From W. Argyle Street to W. Foster Avenue—5 tons; |
| W. St. Joseph Avenue | From N. Delphia Avenue to N. Chester Avenue—5 tons; |
| W. Winnemac Avenue | From N. Delphia Avenue to N. Chester Avenue—5 tons; |
| W. Winona Avenue | From N. Delphia Avenue to N. Chester Avenue—5 tons. |

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

### Vehicular-Traffic Movements Restricted or Discontinued Relating to Single Directions on Portions of Public Ways.

The Committee on Traffic and Public Safety submitted reports recommending that the City Council pass two proposed ordinances transmitted therewith (as substitutes for proposed ordinances previously referred to the committee) in reference to the restriction or discontinuance of vehicular-traffic movements to single directions on portions of certain public ways.

On separate motions made by Alderman Wigoda *each* of the said substitute proposed ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda—48.

*Nays*—None.

Said ordinances as passed read respectively as follows (the Italic heading in each case not being a part of the ordinance):

*Vehicular-Traffic Movements Restricted to Single Directions.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 27-403 of the Municipal Code of Chicago, the operator of a vehicle shall operate such vehicle only in the direction specified below on the public ways between the limits indicated:

| *Public Way* | *Limits and Direction* |
|---|---|
| W. Cortez Street | From N. Damen Avenue to N. Western Avenue—westerly; |
| E. 54th Street | From S. Drexel Avenue to S. Cottage Grove Avenue—westerly; |
| East-west alley between W. Fullerton Avenue and W. Belden Avenue | From N. Latrobe Avenue to N. Laramie Avenue—easterly; |

| *Public Way* | *Limits and Direction* |
|---|---|
| W. Haddon Avenue | From N. Damen Avenue to N. Western Avenue—westerly; |
| N. Holden Court | From E. Randolph Street to E. Benton Place—northerly; |
| N. Hoyne Avenue | From W. Chicago Avenue to W. Division Street—northerly; |
| W. Iowa Street | From N. Western Avenue to N. Damen Avenue—easterly; |
| N. Leavitt Street | From W. Division Street to W. Chicago Avenue—southerly; |
| W. Rice Street | From N. Damen Avenue to N. Western Avenue—westerly; |
| W. Thomas Street | From N. Western Avenue to N. Damen Avenue—easterly; |
| W. Walton Street | From N. Damen Avenue to N. Western Avenue—westerly. |

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

### *Vehicular-Traffic Movements Discontinued on Portion of S. Loomis St.*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the ordinance passed December 18, 1963, printed on page 2032 of the Journal of the Proceedings of said date, restricting the movement of vehicular traffic to single direction on portions of sundry streets, be and the same is hereby amended by striking therefrom the following:

| | |
|---|---|
| "S. Loomis Street | From a point 380 feet north of W. 104th Street to W. 104th Street—southerly". |

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

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### *Failed to Pass*—PROPOSED ORDINANCES AND ORDERS RELATING TO TRAFFIC REGULATIONS, TRAFFIC SIGNS, ETC. *(Adverse Committee Recommendations).*

The Committee on Traffic and Public Safety submitted a report recommending that the City Council *Do Not Pass* sundry proposed ordinances and proposed orders (transmitted with the committee's report) relating to traffic regulations, traffic signs, etc.

Alderman Wigoda moved to concur in the committee's recommendations. The question in reference to each proposed ordinance or proposed order thereupon became: *Shall the proposed ordinance (or proposed order) Pass, notwithstanding the committee's adverse recommendation?;* and the several questions being so put, each of the said proposed ordinances and proposed orders *Failed to Pass,* by yeas and nays as follows: *Yeas*—None; *Nays*—48.

The committee report which lists said proposed ordinances and orders which *Failed to Pass* reads as follows:

CHICAGO, April 24, 1969.

*To the President and Members of the City Council:*

Your Committee on Traffic and Public Safety, begs leave to recommend that Your Honorable Body *Do Not Pass* sundry proposed ordinances and orders transmitted herewith (which were referred to Your Committee on January 31, and March 14, 1969), concerning traffic regulations and traffic signs, etc., as follows:

*Proposed Prohibitions at All Times against Parking of Vehicles:*

| | |
|---|---|
| W. 43rd Street (south side) | Between S. Kedzie Avenue and S. Archer Avenue; |
| W. Webster Avenue (north side) | Between N. Clark Street and N. Sedgwick Street. |

*Proposed Limitation at All Times against Parking of Vehicles:*

| | |
|---|---|
| N. Lincoln Avenue | At No. 5317—1 hour. |

*Proposed Limitation against Parking of Vehicles during Specified Hours:*

| | |
|---|---|
| S. State Street (east side) | From a point 20 feet south of E. 113th Place to a point 100 feet south thereof—1 hour—9:00 A.M. to 9:00 P.M.—except on Sundays and holidays; |
| S. State Street (west side) | From a point 208 feet north of W. 114th Street to a point 70 feet north thereof—1 hour—9:00 A.M. to 9:00 P.M.—except on Sundays and holidays. |

*Proposed Weight Limitation:*

| | |
|---|---|
| W. 35th Street | Between S. Damen Avenue and S. Seeley Avenue—5 tons. |

*Miscellaneous*

(Referred to Your Committee on the dates noted in parentheses):

(August 13, 1968) Proposed ordinance to amend ordinance passed January 30, 1968, parking prohibited during specified hours on S. Western Avenue (west side) at W. 73rd Street;

(January 31, 1969) Proposed ordinance to amend ordinance passed November 1, 1967, restricting and posting various major arterial streets, etc., on W. Devon Avenue between N. Kedzie Avenue and N. Clark Street;

(March 14, 1969) Proposed ordinance to establish service drive and diagonal parking on N. Mozart Street (east side) from W. Fullerton Avenue to a point 125 feet north thereof;

(October 9, 1968) Proposed order for "4-Way Stop" signs at W. Granville Avenue and N. Greenview Avenue;

(August 13, 1968) Proposed order for traffic control signals on south side of W. Cermak Road alongside of No. 2141 S. Jefferson Street.

Respectfully submitted,

(Signed) PAUL T. WIGODA,
*Chairman.*

# MATTERS PRESENTED BY THE ALDERMEN

**(Presented by Wards, in Order, Beginning with the First Ward).**

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Claims.
4. Unclassified Matters (arranged in order according to Ward numbers).
5. Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection and Water Rate Exemptions, Etc.

*Proposed ordinances, orders and resolutions, described below, were presented by the aldermen named, as noted. Except where otherwise noted or indicated hereinbelow, unanimous consent was given to permit action by the City Council on each of said proposed ordinances, orders and resolutions without previous committee consideration, in accordance with the provisions of Council Rule 43.*

## 1. TRAFFIC REGULATIONS, TRAFFIC SIGNS, AND TRAFFIC-CONTROL DEVICES.

### *Referred*—PROPOSED ORDER FOR REMOVAL OF PARKING METERS ON PORTION OF W. 69TH ST.

Alderman Sheridan (16th Ward) presented a proposed order for the removal of parking meters on both sides of W. 69th Street between S. Ashland Avenue and S. Justine Street; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—PROPOSED ORDER FOR REMOVAL OF PARKING METER AT NO. 1419 W. CHICAGO AV.

Alderman Zydlo (26th Ward) presented a proposed order for the removal of a parking meter at No. 1419 W. Chicago Avenue; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—PROPOSED ORDINANCES TO PROHIBIT AT ALL TIMES PARKING OF VEHICLES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit at all times the parking of vehicles at the locations designated, for the distances specified, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Location and Distance* |
|---|---|
| Marzullo (25th Ward) | S. Washtenaw Avenue (east side) between W. 15th Place and W. 16th Street |
| Sain (27th Ward) | W. Washington Boulevard (south side) between a point 90 feet east of N. Hoyne Avenue and a point 37 feet east thereof. |

### *Referred*—PROPOSED ORDINANCE TO DISCONTINUE PROHIBITION AGAINST PARKING OF VEHICLES AT ALL TIMES ON PORTION OF E. 54TH ST.

Alderman Despres (5th Ward) presented a proposed ordinance to discontinue the prohibition against the parking of vehicles at all times on the north side of E. 54th Street between S. Ingleside and S. Drexel Avenues; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—PROPOSED ORDINANCE TO PROHIBIT PARKING OF VEHICLES DURING SPECIFIED HOURS ON PORTION OF S. ELIZABETH ST.

Alderman Frost (21st Ward) presented a proposed ordinance to prohibit the parking of vehicles on S. Elizabeth Street between W. 115th Street and the first alley south thereof from 11:00 A.M. to 5:00 P.M. (Tuesdays only); which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—PROPOSED ORDINANCE TO DISCONTINUE PARKING LIMITATION DURING SPECIFIED HOURS ON PORTION OF N. NORTHWEST HWY.

Alderman Scholl (41st Ward) presented a proposed ordinance to discontinue the prohibition against the parking of vehicles during specified hours on the west side of N. Northwest Highway between W. Bryn Mawr and N. Meade Avenues; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—PROPOSED ORDINANCES TO ESTABLISH LOADING ZONES AT SUNDRY LOCATIONS.

The aldermen named below presented proposed ordinances to establish loading zones at the locations designated, for the distances specified, and for limited periods where so indicated, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Location, Distance and Time* |
|---|---|
| Bohling (7th Ward) | E. 71st Street, at Nos. 2322-2324, for a distance of 40 feet—8:00 A.M. to 6:00 P.M.—(except on Sundays and holidays) |
| Zydlo 26th Ward) | W. Haddon Avenue, at No. 1521 (except on Saturdays and Sundays) |
| Sande (34th Ward) | W. Fullerton Avenue (south side) between a point 110 feet east of N. Kedzie Boulevard Service Drive and a point 35 feet east thereof—9:00 A.M. to 6:00 P.M.—(except on Sundays and holidays) |

| *Alderman* | *Location, Distance and Time* |
|---|---|
| Fried (42nd Ward) | W. Illinois Street (south side) between a point 30 feet west of N. Orleans Street and a point 45 feet west thereof—8:00 A.M. to 6:00 P.M.—(except on Sundays and holidays) |
| McCutcheon (43rd Ward) | W. Germania Place (north side) between a point 20 feet west of N. Clark Street and a point 60 feet west thereof. |

### *Referred*—PROPOSED ORDINANCE TO FIX WEIGHT LIMIT OF FIVE TONS FOR VEHICLES ON PORTION OF S. ALBANY AV.

Alderman Staszcuk (13th Ward) presented a proposed ordinance to fix a weight limit of five tons for trucks and commercial vehicles on S. Albany Avenue between W. Columbus Avenue and W. 77th Street; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—PROPOSED ORDINANCES TO RESTRICT MOVEMENT OF VEHICULAR TRAFFIC TO SINGLE DIRECTIONS ON SPECIFIED PUBLIC WAYS.

The aldermen named below presented proposed ordinances to restrict the movement of vehicular traffic to the direction indicated in each case, on specified public ways, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Street, Distance and Direction* |
|---|---|
| Hines (18th Ward) | First east-west alley south of W. 79th Street between S. Troy Street and S. Albany Avenue —westerly |
| Laskowski (35th Ward) | W. Barry Avenue between N. Haussen Court and N. Pulaski Road—westerly. |

### *Referred*—PROPOSED ORDINANCE TO DECREASE AREA OF SPEED LIMIT ZONE ON PORTION OF N. MILWAUKEE AV.

Alderman Zydlo (26th Ward) presented a proposed ordinance to limit the speed of vehicles to 25 miles per hour on N. Milwaukee Avenue between W. Foster Avenue and W. Division Street (instead of between W. Foster Avenue and N. Canal Street); which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—PROPOSED ORDERS FOR INSTALLATIONS OF TRAFFIC SIGNS.

The aldermen named below presented proposed orders for installations of traffic signs, of the nature indicated and at the locations specified, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Location and Type of Sign* |
|---|---|
| Cousins (8th Ward) | E. 81st Street and S. Dorchester Avenue—"4-Way Stop" |
| | Block bounded by E. 80th Street, S. Dorchester Avenue, E. 81st Street and S. Kenwood Avenue —"Slow-School" |
| | Block bounded by E. 85th Place, S. East End Avenue, E. 86th Street and S. Cregier Avenue —"Slow-School" |
| | Block bounded by E. 74th Street, S. Dorchester Avenue, E. 75th Street and S. Dante Avenue—"Slow-School" |
| | Block bounded by E. 91st Street, S. Greenwood Avenue, E. 92nd Street and S. University Avenue—"Slow-School" |
| Brandt (33rd Ward) | N. Wolcott and W. Belmont Avenues—"4-Way Stop" |
| Laskowski (35th Ward) | W. Roscoe Street and N. Lawndale Avenue—"Stop". |

### *Referred*—PROPOSED ORDER FOR SURVEY FOR INSTALLATION OF TRAFFIC SIGNALS AT SPECIFIED INTERSECTION.

Alderman Frost (21st Ward) presented a proposed order for survey for installation of traffic signals at the intersection of E. 83rd Street and S. Indiana Avenue; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—PROPOSED ORDER FOR INSTALLATIONS OF TRAFFIC-CONTROL SIGNALS.

Alderman Frost (21st Ward) presented a proposed order for installations of traffic-control signals at the intersection of W. 119th and S. Morgan Streets and also on W. 119th Street 240 feet west of S. Morgan Street; which was *Referred to the Committee on Traffic and Public Safety.*

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## 2. ZONING ORDINANCE AMENDMENTS.

### *Referred*—PROPOSED ORDINANCES TO RECLASSIFY PARTICULAR AREAS.

Proposed ordinances for amendment of the Chicago Zoning Ordinance, for the purpose of reclassifying particular areas, were presented by the aldermen named below, respectively, and were *Referred to the Committee on Buildings and Zoning,* as follows:

BY ALDERMAN DESPRES (5TH WARD):

To classify as a B2-1 Restricted Retail District instead of a B1-2 Local Retail District the area shown on Map No. 14-D bounded by

S. Kenwood Avenue; E. 57th Street; S. Kimbark Avenue; and a line 100 feet south of and parallel to E. 57th Street.

BY ALDERMAN CASEY (37TH WARD):

To classify as a C1-3 Restricted Commercial District instead of a B3-3 General Retail District the area shown on Map No. 2-M bounded by

W. Madison Street; S. Central Avenue; the alley next south of and parallel to W. Madison Street; and S. Parkside Avenue.

## 3. CLAIMS.

Claims against the City of Chicago were presented by the aldermen designated below, respectively, for the claimants named, which were *Referred to the Committee on Finance,* as follows:

| *Alderman* | *Claimant* | *Alderman* | *Claimant* |
|---|---|---|---|
| Fitzpatrick (19th Ward) | Joseph DeSantis,<br>Raymond Kroll | Marzullo (25th Ward) | V. & V. Food Products, Inc. |
| Campbell (20th Ward) | Sister J. Pauley | | |

## 4. UNCLASSIFIED MATTERS

## (Arranged in Order According to Ward Numbers).

*Proposed ordinances, orders and resolutions were presented by the aldermen named below, respectively, and were acted upon by the City Council in each case in the manner noted, as follows:*

### Presented by ALDERMAN ROTI (1st Ward):

### Drafting of Ordinance for Vacation of Portion of W. Quincy St. Directed.

A proposed order reading as follows:

> *Ordered,* That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of all that part of W. Quincy Street lying between S. Wacker Drive and South Branch of Chicago River, for The Firemen's Insurance Company of Newark, New Jersey, and The Continental Insurance Company; said ordinance to be transmitted to the Committee on Local Industries, Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Roti said proposed order was *Passed.*

### Presented by ALDERMAN METCALFE (3rd Ward):

*Referred*—Proposed Ordinance for New Regulations Governing Printing of Street Clearances on Viaducts.

A proposed ordinance to amend Section 33-57 of the Municipal Code of Chicago by adding at the end of the first paragraph the following language:

> "That there shall be printed on each viaduct, clearly visible in every direction, the clearance in feet and inches between the street and the lowest edge of the viaduct."

*—Referred to the Committee on Traffic and Public Safety.*

### Presented by ALDERMAN METCALFE (3rd Ward) and ALDERMAN WIGODA (49th Ward):

*Referred*—Proposed Resolution to Investigate Actions of Illinois Bell Telephone Co. Concerning Alleged Indiscriminate Use of Telephone Facilities, Etc.

A proposed resolution to investigate the actions of the Illinois Bell Telephone Company concerning alleged indiscriminate use of telephone facilities, etc.—*Referred to the Committee on Utilities.*

### Presented by ALDERMAN HOLMAN (4th Ward):

### Building Declared Public Nuisance and Ordered Demolished.

A proposed ordinance reading as follows:

> Whereas, The building located at No. 4744 S. Langley Avenue is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; therefore
>
> *Be It Ordained by the City Council of the City of Chicago:*
>
> Section 1. The building located at No. 4744 S. Langley Avenue is declared a public nuisance, and the Commissioner of Buildings is authorized and directed to demolish the same.
>
> Section 2. This ordinance shall be effective upon its passage.

On motion of Alderman Holman said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda—48.

*Nays*—None.

### Presented by ALDERMAN BOHLING (7th Ward) and ALDERMAN FIFIELSKI (45th Ward):

### Commendation Extended Members of House of Representatives of 76th General Assembly for Dedicated Service on Behalf of Citizens of Illinois.

A proposed resolution reading as follows:

> Whereas, The House of Representatives of the

General Assembly of the State of Illinois will hold its annual Legislative Dinner on Tuesday, June 3, 1969, in Springfield, Illinois; and have extended a cordial invitation to the members of the City Council of the City of Chicago to participate in this annual Legislative Dinner; and

WHEREAS, We, the members of the City Council, are duly cognizant of the diligence and zeal with which our Representatives in the General Assembly have extended themselves in the furtherance of the legislative processes; now, therefore,

*Be It Resolved,* That we, the members of the City Council of the City of Chicago, do hereby commend the members of the House of Representatives of the Seventy-Sixth General Assembly of the State of Illinois for their dedicated service on behalf of the citizens of Illinois, thank them for their thoughtfulness and courtesy in including us among their guests at the annual Legislative Dinner in Springfield on Tuesday, June 3, 1969, and express to them our best wishes for continued success.

Alderman Fifielski moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed resolution. The motion *Prevailed.*

On motion of Alderman Fifielski said proposed resolution was *Adopted.*

## Presented by
## ALDERMAN BUCHANAN (10th Ward):

### Drafting of Ordinance for Vacation of Alley Directed.

A proposed order reading as follows:

> *Ordered,* That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of all that part of the east-west 20-foot public alley lying west of the west line of the north-south public alley extended north, in the block bounded by E. 92nd Street, S. South Chicago Avenue, S. Commercial Avenue and S. Exchange Avenue, for South Chicago Savings Bank; said ordinance to be transmitted to the Committee on Local Industries, Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Buchanan said proposed order was *Passed.*

## Presented by
## ALDERMAN STASZCUK (13th Ward):

### *Referred*—PROPOSED ORDER FOR PAVING OF ALLEY.

A proposed order to request the Board of Local Improvements to institute necessary proceedings to pave by special assessment the roadway of the alley between W. 64th Street, W. 64th Place, S. St. Louis Avenue and S. Central Park Avenue; also that part of the east-west public alley from a line parallel with and 18 feet east of the west line of S. St. Louis Avenue to the west line of said S. St. Louis Avenue.—*Referred to the Committee on Local Industries, Streets and Alleys.*

## Presented by
## ALDERMAN KRSKA (15th Ward):

### *Referred*—PROPOSED ORDER TO PERMIT 6500-6600 S. BELL AV. BLOCK CLUB TO ERECT AND MAINTAIN FLAGPOLE AT SPECIFIED LOCATION.

A proposed order to direct the Commissioner of Streets and Sanitation to issue a permit to 6500-6600 S. Bell Avenue Block Club to erect and maintain a flagpole on the parkway in front of the premises at No. 6600 S. Bell Avenue.—*Referred to the Committee on Finance.*

## Presented by
## ALDERMAN FROST (21st Ward):

### *Referred*—PROPOSED ORDER FOR ACQUISITION OF SPECIFIED VACANT PROPERTY FOR PLAYLOT PURPOSES.

A proposed order to give consideration to acquisition of vacant property bounded by W. 108th Place, W. 109th Place, S. Bishop Street and S. Loomis Street for establishment of childrens' playlot.—*Referred to the Committee on Forestry and Recreation.*

## Presented by
## ALDERMAN MARZULLO (25th Ward):

### Drafting of Ordinance for Vacation of Public Alleys and Portion of S. Damen Av. Directed.

A proposed order reading as follows:

> *Ordered,* That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of all of the public alleys together with that part of S. Damen Avenue as opened and widened, including the original public alley and part of public alley lying adjacent and within said S. Damen Avenue, all in the block bounded by W. Grenshaw Street, W. Roosevelt Road, S. Hoyne Avenue and the southerly extension of the west line of that part of S. Damen Avenue as lies north of W. Grenshaw Street, for the Medical Center Commission; said ordinance to be transmitted to the Committee on Local Industries, Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Marzullo said proposed order was *Passed.*

### *Referred*—PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE IN PUBLIC WAY.

Also a proposed ordinance for a grant of permission and authority to Joseph T. Ryerson & Son, Inc. to construct, maintain and use a two-way 4-inch pneumatic tube system to connect the east wall on the Southwest Plant Building located between S. Rockwell Street and S. Washtenaw Avenue and the west wall on the South Plant Building across W. 18th Street northeasterly for a distance of 97.5 feet along and attached to the two supporting lines.—*Referred to the Committee on Local Industries, Streets and Alleys.*

### Presented by
### ALDERMAN SAIN (27th Ward):

### Issuance of Canopy Permit Authorized.

A proposed order reading as follows:

*Ordered,* That the City Comptroller is hereby authorized to issue a permit to Chicago Stadium Corporation, to maintain three existing canopies over the sidewalk in W. Madison Street, attached to the building or structure located at Nos. 1800-1858 W. Madison Street, for a period of ten years from and after March 13, 1969, in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Buildings and the Chief Fire Prevention Engineer, said canopies not to exceed 78 feet, 30 feet and 30 feet in length, respectively, nor 16 feet, 9 feet and 9 feet in width, respectively: upon the filing of the application and bond and payment of the initial compensation provided for by ordinances relating to the construction and maintenance of canopies.

On motion of Alderman Sain said proposed order was *Passed.*

*Referred*—PROPOSED ORDINANCES FOR GRANTS OF PRIVILEGES IN PUBLIC WAYS.

Also five proposed ordinances for grants of privileges in public ways, which were *Referred to the Committee on Local Industries, Streets and Alleys,* as follows:

Chicago Cycle Supply Company: to maintain and use an existing removable loading platform together with a canopy over same located in front of the premises known as Nos. 647-649 W. Fulton Market;

Chilli-O Frozen Foods, Incorporated: to maintain and use an existing loading platform (with ramps) on the east side of N. Aberdeen Street in front of the premises known as Nos. 311-317 N. Aberdeen Street, together with a canopy over the siedwalk at said location;

Hooker Glass & Paint Manufacturing Company: to maintain and use three existing 6-inch pipes encased in concrete under and across W. Warren Avenue connecting the premises known as Nos. 651-659 W. Washington Boulevard with the premises known as Nos. 649-653 W. Warren Avenue;

Marshall Ravich: to maintain and use an existing loading platform in front of the premises known as Nos. 1105-1107 W. Fulton Market;

Riverside Plaza Corporation: to maintain and use an existing vault underneath the surface of N. Canal Street from the north line of W. Madison Street north a distance of 362.38 feet extending under the roadway of N. Canal Street.

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### Presented by
### ALDERMAN BIGGS (29th Ward):

### Building Declared Public Nuisance and Ordered Demolished.

A proposed ordinance reading as follows:

WHEREAS, An old auto repair shop located at No. 1000 S. Keeler Avenue has been burned out and is a total loss, and must be demolished at once. It is a half block long and is a breeding place for gangs and alcoholics in this area. It is also structurally unsafe and a menace to life and property in its vicinity; therefore

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The building located at No. 1000 S. Keeler Avenue is declared a public nuisance, and the Commissioner of Buildings is authorized and directed to demolish the same.

SECTION 2. This ordinance shall be effective upon its passage.

On motion of Alderman Biggs said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda—48.

*Nays*—None.

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### Presented by
### ALDERMAN BRANDT (33rd Ward):

### Drafting of Ordinance for Vacation of Alley Directed.

A proposed order reading as follows:

*Ordered,* That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of the south 24 feet of the north-south 16-foot public alley, being all that part of said alley not heretofore vacated, in the block bounded by W. Fullerton Avenue, N. Oakley Avenue and the right of way of the John Fitzgerald Kennedy Expressway, for The Mills Envelope Company; said ordinance to be transmitted to the Committee on Local Industries, Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Brandt said proposed order was *Passed.*

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### Presented by
### ALDERMAN CULLERTON (38th Ward):

### Permission Granted for Closing to Traffic Portion of N. Newcastle Av. for Recreational Purposes.

A proposed order reading as follows:

*Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to grant permission to the 2900 N. Newcastle Avenue Block Club (Mr. Daniel Tranutola, No. 2905 N. Newcastle Avenue, Chairman) to close to traffic N. Newcastle Avenue in the No. 2900 Block on Saturday, August 9, 1969, from 9:00 A.M. to 10:00 P.M., for the conduct of a street party for the children of the area. This will be for recreational purposes solely.

On motion of Alderman Cullerton said proposed order was *Passed.*

### Presented by
### ALDERMAN SIMON (40th Ward) and OTHERS:

*Referred*—WRITTEN MOTION TO ADD NAME OF ALDERMAN DESPRES TO MEMBERSHIP ON SPECIFIED STANDING COMMITTEE.

A written motion (presented by Aldermen Simon, Rayner and Scholl) to add the name of Alderman Despres to membership on the Committee on Police, Fire, Civil Service, Schools and Municipal Institutions. —*Referred to the Committee on Committees and Rules.*

### Presented by
### ALDERMAN SCHOLL (41st Ward):

*Referred*—PROPOSED ORDINANCE FOR APPROVAL OF PLAT OF DEDICATION.

A proposed ordinance to authorize the Superintendent of Maps to approve a plat of dedication of the north 40 feet of W. Foster Avenue between the center line of N. Canfield Avenue and a line approximately 1172 feet west thereof; also the west 33 feet of N. Canfield Avenue between a line 40 feet north of and parallel with the center line of W. Foster Avenue and a line approximately 325 feet north thereof. —*Referred to the Committee on Local Industries, Streets and Alleys.*

### Presented by
### ALDERMAN FRIED (42nd Ward):

*Referred*—PROPOSED ORDER TO PERMIT IRVING B. DOBKIN TO OCCUPY SPACE UNDERNEATH PORTION OF N. MICHIGAN AV.

A proposed order for issuance of a permit to Irving B. Dobkin to occupy space underneath the north approach of N. Michigan Avenue from the north retaining wall to the north line of E. Grand Avenue, being 24 feet by 80 feet in size.—*Referred to the Committee on Local Industries, Streets and Alleys.*

### Presented by
### ALDERMAN McCUTCHEON (43rd Ward):

**Issuance of Permit to Conduct Art Fair, Street and Sidewalk Sale and Art Auction Authorized.**

A proposed order reading as follows:

*Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to issue a permit to Old Town Triangle Association, No. 1818 N. Wells Street, a regularly organized charitable or religious organization, for the period beginning Saturday, June 14, 1969 and ending Sunday, June 15, 1969, from 11:00 A.M. to 8:00 P.M. for said period, for the conduct of an art fair, a street and sidewalk sale and an art auction on N. Orleans Street between W. Wisconsin Street and W. Menomonee Street, on N. Lincoln Park West between N. Lincoln Avenue and W. Menomonee Street, on W. Menomonee Street between N. Wells Street and N. Sedgwick Street, and on N. North Park Avenue between W. Menomonee Street and W. Willow Street, in accordance with the City's carnivals ordinance, Sections 34-49.1 to 34-49.5, inclusive; and upon issuance of said permit the Commissioner of Streets and Sanitation shall provide barricades to prohibit vehicular traffic over the portions of the streets affected, as provided by said carnivals ordinance.

On motion of Alderman McCutcheon said proposed order was *Passed.*

### Presented by
### ALDERMAN HOELLEN (47th Ward):

*Referred*—PROPOSED RESOLUTION TO DIRECT COMMITTEE ON FINANCE TO ARRANGE TO USE COUNCIL CHAMBER FOR ALL FUTURE MEETINGS.

A proposed resolution to direct the Committee on Finance to take necessary steps to arrange for the use of the Council Chamber for all future meetings of said committee.—*Referred to the Committee on Committees and Rules.*

### Presented by
### ALDERMAN WIGODA (49th Ward):

*Referred*—PROPOSED ORDINANCE FOR NEW REGULATIONS GOVERNING ILLUMINATED SIGNS AND SIGNBOARDS.

A proposed ordinance to amend Section 86.1-12 of the Municipal Code of Chicago by substituting therefor a new Section 86.1-12 to provide that the Commissioner of Buildings shall give 20 days written notice of the proposed issuance of the permit to the Alderman of the Ward in which the proposed projecting illuminated sign is to be located, etc.—*Referred to the Committee on Buildings and Zoning.*

## 5. FREE PERMITS, LICENSE FEE EXEMPTIONS, CANCELLATION OF WARRANTS FOR COLLECTION, AND WATER RATE EXEMPTIONS, ETC.

**Proposed ordinances, orders, etc. described below, were presented by the aldermen named, and were *Referred to the Committee on Finance,* as follows:**

*Free Permits to Churches, Etc.:*

BY ALDERMAN DESPRES (5TH WARD):

The Young Women's Christian Association of Metropolitan Chicago, No. 6200 S. Drexel Avenue —construction of a South Side Center, all electrical work and use of water in conjunction therewith.

*License Fee Exemptions for Homes, Hospitals, Day Care Centers, Etc.:*

BY ALDERMAN HUBBARD (2ND WARD):

Horizon House Family Center, Inc. (Head Start School), No. 3615 S. Federal Street.

Horizon House Family Center, Inc. (Head Start School), No. 3542 S. State Street.

BY ALDERMAN HOLMAN (4TH WARD):

Henry N. Hart Jewish Community Center Pre-School, No. 930 E. 50th Street (Kam Temple).

Ancona School Society, Inc. Day Care Center, No. 4770 S. Dorchester Avenue.

BY ALDERMAN DESPRES (5TH WARD):

Rodfei Zedek Nursery School, No. 5200 S. Hyde Park Boulevard.

BY ALDERMAN BOHLING (7TH WARD):

Home Club Nursery School, Y.M.J.C. Youth Center, No. 7601 S. Phillips Avenue.

BY ALDERMAN BUCHANAN (10TH WARD):

Henry N. Hart Jewish Community Center and Garden-Valley Jewish Community Center, No. 9101 S. Jeffery Avenue.

BY ALDERMAN BILANDIC (11TH WARD):

The Salvation Army Settlement Day Care Center, No. 3053 S. Normal Avenue.

BY ALDERMAN BURKE (14TH WARD):

Guardian Angel Nursery, No. 4600 S. McDowell Avenue.

BY ALDERMAN SHERIDAN (16TH WARD):

St. John Kiddie Kare Klub, No. 6425 S. Lowe Avenue.

Greater St. John A.M.E. Church Day Care Center, No. 6201 S. Throop Street.

BY ALDERMAN FITZPATRICK (19TH WARD):

Beverly Community Nursery School, No. 10244 S. Longwood Drive.

BY ALDERMAN ZYDLO (26TH WARD):

Onward Neighborhood House Nursery School, No. 600 N. Leavitt Street.

Near North Montessori School, No. 1010 W. Chicago Avenue.

St. Columbkille Day Nursery, No. 527 N. Paulina Street.

BY ALDERMAN SAIN (27TH WARD):

Chase House, No. 211 S. Ashland Avenue.

BY ALDERMAN GABINSKI (32ND WARD):

North Avenue Day Nursery, No. 2023 W. Pierce Avenue.

BY ALDERMAN SIMON (40TH WARD):

Association of Jewish Blind of Chicago, No. 3525 W. Foster Avenue.

BY ALDERMAN SCHOLL (41ST WARD):

Edison Park Pre-Kindergarten School, Edison Park Lutheran Church, No. 6626 N. Oliphant Avenue.

BY ALDERMAN FRIED (42ND WARD):

Chicago Wesley Memorial Hospital, No. 250 E. Superior Street.

Olivet Nursery School, No. 1441 N. Cleveland Avenue.

BY ALDERMAN MCCUTCHEON (43RD WARD):

DePaul Settlement and Day Care Nursery, No. 2145 N. Halsted Street.

BY ALDERMAN O'ROURKE (FOR ALDERMAN SPERLING, 50TH WARD):

Bernard Horwich Jewish Community Center, Day Care Center, No. 3003 W. Touhy Avenue.

*Cancellation of Warrants for Collection:*

BY ALDERMAN DESPRES (5TH WARD):

Drexel Home, Inc. (formerly the Home for Aged Jews), No. 6140 S. Drexel Avenue—elevator inspection.

BY ALDERMAN MARZULLO (25TH WARD):

Rest Haven Rehabilitation Center, No. 1401 S. California Avenue—refrigeration inspection.

Schwab Rehabilitation Center, No. 1401 S. California Avenue—elevator inspection.

Schwab Rehabilitation Hospital, No. 1401 S. California Avenue—elevator inspection.

BY ALDERMAN SAIN (27TH WARD):

Marillac House, No. 2822 W. Jackson Boulevard—waiving of fee for maintenance of "No Parking" signs (2).

BY ALDERMAN CASEY (37TH WARD):

Austin Congregational Church, No. 5460 W. Ohio Street—elevator inspection.

Mr. Robert McShane, No. 572 N. Long Avenue—elevator inspection.

St. Lucy Convent, No. 5911 W. Midway Park—elevator inspections (3).

BY ALDERMAN SCHOLL (41ST WARD):

Edgebrook Community Church (United Church of Christ), No. 6736 N. Loleta Avenue—sign inspection.

BY ALDERMAN FIFIELSKI (45TH WARD):

Montrose Baptist Church, No. 4411 N. Melvina Avenue—sign inspection.

BY ALDERMAN KERWIN (46TH WARD):

House of the Good Shepherd, No. 1126 W. Grace Street—elevator inspection.

The Anshe Emet Synagogue, No. 701 W. Grace Street—elevator inspection.

The Anshe Emet Synagogue, Nos. 701-745 W. Grace Street—elevator inspection.

BY ALDERMAN O'ROURKE (FOR ALDERMAN SPERLING, 50TH WARD):

Bernard Horwich Center of the Jewish Community Centers, No. 3003 W. Touhy Avenue—sign inspection.

Bernard Horwich Center of the Jewish Community Centers, No. 7154 N. Sacramento Avenue—maintenance of fire alarm box.

# UNFINISHED BUSINESS.

### Approval Given to Submission of Comprehensive Cities Demonstration Program to United States of America.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on April 17, 1969, pages 5335-5336, recommending that the City Council pass a proposed ordinance transmitted with the committee's report to approve submission of a Comprehensive Cities Demonstration Program to the United States of America [printed in Committee Pamphlet No. 14].

Alderman Keane moved to pass said proposed ordinance.

After debate, Aldermen Despres, Rayner and Cousins moved to *Re-refer* the ordinance back to the Mayor.

Alderman Keane moved to *Lay the Motion to Re-refer on the Table.* The motion to Lay on the Table *Prevailed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Bohling, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Fifielski, Kerwin, O'Rourke, Wigoda—40.

*Nays*—Aldermen Despres, Rayner, Cousins, Simon, Scholl, McCutcheon, Singer, Hoellen—8.

The main question thereupon being put, on the passage of the pending proposed ordinance, approving submission of said Comprehensive Cities Demonstration Program, the motion *Prevailed* and said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Bohling, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, Fifielski, Kerwin, O'Rourke, Wigoda—41.

*Nays*—Aldermen Despres, Rayner, Cousins, Simon, McCutcheon, Singer, Hoellen—7.

Alderman Janousek moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago adopted an ordinance on June 19, 1968, approving the execution of a contract for planning grant for a Comprehensive Cities Demonstration Program with the United States of America; and

WHEREAS, The City of Chicago has prepared a Comprehensive Cities Demonstration Program which undertakes the improvement of the quality of life by the creation of model neighborhoods; and

WHEREAS, The Program provides, among other things, to improve housing for residents of the Areas; to expand the educational level of all people; to provide jobs and training with advancement potential; to increase income of the residents in the Areas; to improve the physical environment, and to improve the opportunities for education, recreation and culture; and

WHEREAS, The Program provides for and encourages greater participation by residents of the areas in community and civic affairs; and

WHEREAS, The Program provides for the concentration of effort and services of, not only the Federal, State, County and City governments, but also social, industrial, and private agencies; and

WHEREAS, Many meetings have been held in the various target areas, scheduled for model cities participation, to discuss and formulate plans included therein; and

WHEREAS, The Program requests $38,150.000 in Federal Model Cities funds and provides for obtaining additional funds from other public and private sources; and

WHEREAS, The Program estimates the use of $2,700,000 for a quality housing program, $9,000,000 for community-oriented schools, $5,600,000 for health centers, $5,000,000 for manpower training programs, $5,600,000 for community improvement and beautification, $1,900,000 for equity capital available to residents, and other funds for many other beneficial purposes; and

WHEREAS, The Program concentrates on four target areas in various sections of the City as follows:

NORTH (Uptown) an area bounded by Clarendon Blvd., Lawrence Avenue, Sheridan Road, Foster Avenue, Clark Street, Montrose Avenue, Howard Street CTA elevated, and Irving Park Road;

WEST (North Lawndale) bounded by Eisenhower Expressway, Hamlin Avenue, Rockwell Street, and the Douglas Park CTA elevated;

NEAR SOUTH (Grand Blvd.) bounded by Pershing Road, Oakwood Blvd., Lake Michigan, 47th Street, Cottage Grove Avenue, 51st Street, and Federal Street;

MID-SOUTH (Woodlawn) bounded by 60th Street, Cottage Grove Avenue, 67th Street, and Stony Island Avenue; and

WHEREAS, The Program is necessary and desirable in order to improve the living conditions of people living in the model neighborhoods; and

WHEREAS, The City Council desires that the Comprehensive City Demonstration Program be submitted to the Secretary of Housing and Urban Development (herein called the Secretary) for funding under Title I of the Demonstration Cities and Metropolitan Development Act of 1966; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The Mayor is authorized to submit to the Secretary the Comprehensive Cities Demonstration Program incorporated herein by reference, and such supporting and collateral material as shall be necessary.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

[Comprehensive Cities Demonstration
Program was published in Committee
Pamphlet No. 14.]

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### Text of Chicago Zoning Ordinance Amended Concerning Minimum Side Yard Regulations in R4 and R5 General Residence Districts (Article 7.8-4 (1)).

On motion of Alderman Metcalfe the City Council took up for consideration the report of the Committee on Buildings and Zoning deferred and published on April 17, 1969, page 5336, recommending that the City Council pass a proposed ordinance transmitted with the committee's report for amendment of the text of the Chicago Zoning Ordinance, concerning minimum side yard regulations in R4 and R5 General Residence Districts (Article 7.8-4 (1)).

On motion of Alderman Metcalfe said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda—48.

*Nays*—None.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That Section 7.8-4(1) of Chapter 194A of the Municipal Code of Chicago, The Chicago Zoning Ordinance, is hereby amended by deleting therefrom certain language, as contained in brackets below, and by adding certain language, in Italic below, as follows:

> "(1) In an R4 District side yards shall be provided. Each side yard other than one adjoining a street or alley shall be equal in width to 10 per cent of the [height of the building] *width of the lot* [or six feet in width, whichever is greater;], however, no side yard shall be required to be greater than 20 feet in width. *No side yard shall be required along property adjoining a street or alley except on a reverse corner lot as provided in Subsection 7.8-4(2) hereof.*"

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

### Chicago Zoning Ordinance Amended to Reclassify Particular Areas.

On motion of Alderman Metcalfe the City Council took up for consideration the report of the Committee on Buildings and Zoning deferred and published on April 17, 1969, pages 5336-5337, recommending that the City Council pass eighteen proposed ordinances transmitted with the committee's report for amendment of the Chicago Zoning Ordinance to reclassify particular areas.

Alderman Metcalfe moved to pass said proposed ordinances (except the proposed ordinance affecting the area shown on Map No. 11-H, appearing in the left-hand column as the third item from the top of page 5337 of said Journal of the Proceedings).

On separate motions made by Alderman Metcalfe *each* of said proposed ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda—48.

*Nays*—None.

Said ordinances, as passed, read respectively as follows (the Italic heading in each case not being a part of the ordinance):

*Reclassification of Area Shown on Map No. 1-F.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B5-5 General Central Business District symbols and indications as shown on Map No. 1-F in the area bounded by

> W. Ontario Street; a line 88 feet west of N. State Street; a line 107 feet south of W. Ontario Street; a line 79 feet west of N. State Street; W. Ohio Street; and N. Dearborn Street,

to those of a B7-6 General Central Business District, and a corresponding bulk district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification of Area Shown on Map No. 1-J.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 1-J in the area bounded by

> the north line of the right of way of the Chicago and North Western Railway; the center line of the alley next east of and parallel to N. Avers Avenue, or the line thereof if extended where no alley exists; a line 98 feet south of the south line of the right of way of the Chicago and North Western Railway; and N. Avers Avenue,

to those of an M1-2 Restricted Manufacturing District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

### *Reclassification of Area Shown on Map No. 2-K.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B3-3 General Retail District symbols and indications as shown on Map No. 2-K in the area bounded by

> W. Madison Street; a line 342 feet east of S. Keeler Avenue; the alley next south of and parallel to W. Madison Street; and S. Keeler Avenue,

to those of a B5-2 General Service District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

### *Reclassification of Area Shown on Map No. 3-F.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R6 General Residence District symbols and indications as shown on Map No. 3-F in the area bounded by

> a line 90 feet south of W. North Avenue; N. LaSalle Street; a line 350 feet south of W. North Avenue; the alley next west of and parallel to N. LaSalle Street; a line 233.26 feet south of W. North Avenue; the alley next west of the alley next west of and parallel to N. LaSalle Street, or the line thereof where no alley exists; the alley next south of and parallel to W. North Avenue; and the alley next west of and parallel to N. LaSalle Street,

to those of an R7 General Residence District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

### *Reclassification of Area Shown on Map No. 9-J.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-2 Restricted Commercial District symbols and indications as shown on Map No. 9-J in the area bounded by

> the alley next north of and parallel to W. Belmont Avenue; the alley next southwest of N. Milwaukee Avenue; the east line of the alley next east of and parallel to N. Pulaski Road, or the line thereof if extended where no alley exists; W. Belmont Avenue; and N. Pulaski Road,

to those of an M1-2 Restricted Manufacturing District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

### *Reclassification of Area Shown on Map No. 9-M.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R2 Single Family Residence District symbols and indications as shown on May No. 9-M in the area bounded by

> the alley next north of and parallel to W. Addison Street; a line 250 feet west of N. Meade Avenue; W. Addison Street; and a line 270 feet west of N. Meade Avenue,

to those of a B2-1 Restricted Retail District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

### *Reclassification of Area Shown on Map No. 9-N.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District and all the B4-1 Restricted Service District symbols and indications as shown on Map No. 9-N in the area bounded by

> W. Irving Park Road; N. Normandy Avenue; a line 141 feet south of W. Irving Park Road; and a line 30 feet west of N. Normandy Avenue,

to those of an R4 General Residence District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

### *Reclassification of Area Shown on Map No. 16-D.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-3 Restricted Commercial District symbols and indications as shown on Map No. 16-D in the area bounded by

> a line 150 feet north of E. 64th Street; S. Dorchester Avenue; E. 64th Street; and the alley next west of and parallel to S. Dorchester Avenue,

to those of an R5 General Residence District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

### *Reclassification of Area Shown on Map No. 16-F.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-2 Restricted Commercial District symbols and indications as shown on Map No. 16-F in the area bounded by

> a line 150.3 feet north of W. 70th Street; S. Wentworth Avenue; a line 100.8 feet north of W. 70th Street; and a line 133 feet west of S. Wentworth Avenue,

to those of an R4 General Residence District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification of Area Shown on Map No. 16-F.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-2 Restricted Commercial District symbols and indications as shown on Map No. 16-F in the area bounded by

> a line 177.12 feet north of W. 70th Street; the alley next east of and parallel to S. Wentworth Avenue; W. 70th Street; and S. Wentworth Avenue,

to those of an R3 General Residence District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification of Area Shown on Map No. 16-J.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-2 Restricted Service District symbols and indications as shown on Map No. 16-J in the area bounded by

> W. 70th Place; the alley next east of and parallel to S. Pulaski Road; W. 71st Street; and S. Pulaski Road,

to those of a B2-2 Restricted Retail District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification of Area Shown on Map No. 18-D.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 18-D in the area bounded by

> S. Cottage Grove Avenue; S. South Chicago Avenue; the center line of S. Drexel Avenue, or the line thereof if extended where no street exists; and the alley next southwest of and parallel to S. South Chicago Avenue,

to those of a C1-2 Restricted Commercial District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification of Area Shown on Map No. 18-E.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-1 Restricted Service District symbols and indications as shown on Map No. 18-E in the area bounded by

> E. 75th Street; S. Eberhart Avenue; the alley next south of and parallel to E. 75th Street; and S. Dr. Martin Luther King, Jr. Drive,

to those of a B4-2 Restricted Service District, and a corresponding bulk district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification of Area Shown on Map No. 20-D.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 20-D in the area bounded by

> a line 235 feet north of E. 82nd Street; S. Dobson Avenue; a line 87 feet north of E. 82nd Street; and the alley next west of and parallel to S. Dobson Avenue,

to those of a C1-2 Restricted Commercial District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification of Area Shown on Map No. 20-F.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-1 Restricted Commercial District symbols and indications as shown on Map No. 20-F in the area bounded by

> W. 79th Street; S. Perry Avenue; the alley next south of and parallel to W. 79th Street; and S. LaSalle Street,

to those of an R4 General Residence District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification of Area Shown on Map No. 26-I.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R2 Single Family Residence District symbols and indications as shown on Map No. 26-I in the area bounded by

> a line 524.3 feet south of W. 109th Street; the alley next east of and parallel to S. Kedzie Avenue; a line 599.3 feet south of W. 109th Street; and S. Kedzie Avenue,

to those of a B4-1 Restricted Service District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification of Area Shown on Map No. 26-I.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R2 Single Family Residence District and all the B4-1 Restricted Service District symbols and indications as shown on Map No. 26-I in the area bounded by

> W. 110th Place; the corporate limits of the City of Chicago; W. 111th Street; and S. Whipple Street,

to those of a B4-2 Restricted Service District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

### *Re-referred to the Committee on Buildings and Zoning*—PROPOSED ORDINANCE TO RECLASSIFY AREA SHOWN ON MAP NO. 11-H.

Alderman Metcalfe moved to *Re-refer to the Committee on Buildings and Zoning* the proposed ordinance recommended for passage by the committee, appearing on page 5337 of the Journal of the Proceedings of April 17, 1969, to classify as a B4-2 Restricted Service District instead of an R4 General Residence District the area shown on Map No. 11-H in the area bounded by

> the north line of the right of way of the Chicago Transit Authority; N. Damen Avenue; W. Eastwood Avenue; and a line 85 feet west of N. Damen Avenue.

The motion to Re-refer *Prevailed.*

---

### *Failed to Pass*—PROPOSED ORDINANCES FOR AMENDMENT OF THE CHICAGO ZONING ORDINANCE TO RECLASSIFY PARTICULAR AREAS *(Adverse Committee Recommendations).*

On motion of Alderman Metcalfe the City Council took up for consideration a report of the Committee on Buildings and Zoning deferred and published on April 17, 1969, pages 5337-5338, recommending that the City Council *Do Not Pass* ten proposed ordinances transmitted with the committee's report for amendment of the Chicago Zoning Ordinance to reclassify particular areas.

Alderman Metcalfe moved to Concur In the committee's recommendations (except as to the proposed ordinance to reclassify an area shown on Map No. 11-J).

The question in reference to *each* proposed ordinance thereupon became: *"Shall the proposed ordinance Pass, notwithstanding the committee's adverse recommendation?"*; and the several questions being so put, *each* of the said proposed ordinances *Failed to Pass*, by yeas and nays as follows: *Yeas*—None; *Nays*—48.

Said proposed ordinances which *Failed to Pass* proposed to amend the Chicago Zoning Ordinance to reclassify particular areas, and are summarized as follows:

To classify as a B4-1 Restricted Service District instead of an R3 General Residence District the area bounded by

> a line 103.10 feet north of W. Adams Boulevard; S. Central Avenue; W. Adams Boulevard; and the alley next west of and parallel to S. Central Avenue (Map No. 2-M);

To classify as an R4 General Residence District instead of a B4-1 Restricted Service District the area bounded by

> the alley next north of S. Archer Avenue; a line 101.38 feet west of S. Merrimac Avenue; S. Archer Avenue; and a line 151.38 feet west of S. Merrimac Avenue (Map No. 12-M);

To classify as a B4-2 Restricted Service District instead of a B2-2 Restricted Retail District the area bounded by

> W. Foster Avenue; a line 196.25 feet east of N. Kimball Avenue; the alley next south of and parallel to W. Foster Avenue; and a line 133.12 feet east of N. Kimball Avenue (Map No. 13-J);

To classify as a B4-3 Restricted Service District instead of a B4-1 Restricted Service District the area bounded by

> the alley next north of and parallel to W. Lawrence Avenue; a line 150 feet east of N. Kilpatrick Avenue; W. Lawrence Avenue; and N. Kilpatrick Avenue (Map No. 13-K);

To classify as a B4-3 Restricted Service District instead of an R5 General Residence District the area bounded by

> a line 47 feet south of E. 61st Street; S. Langley Avenue; a line 82.62 feet south of E. 61st Street; and the alley next west of and parallel to S. Langley Avenue (Map No. 14-E);

To classify as a B5-2 General Service District instead of a B5-1 General Service District the area bounded by

> N. Hiawatha Avenue; N. Cicero Avenue; W. Peterson Avenue; and the east line of the right of way of the Edens Expressway (Map No. 15-L);

To classify as a B2-1 Restricted Retail District instead of an R2 Single Family Residence District the area bounded by

> the alley next north of W. Talcott Avenue; N. Harlem Avenue; W. Talcott Avenue; and a line 120.57 feet west of N. Harlem Avenue (Map No. 15-O);

To classify as a B4-1 Restricted Service District instead of an R4 General Residence District the area bounded by

> E. 71st Street; a line 60 feet east of the alley next east of and parallel to S. Indiana Avenue; a line 99 feet south of E. 71st Street; and the alley next east of and parallel to S. Indiana Avenue (Map No. 18-E);

To classify as an R4 General Residence District instead of an R1 Single Family Residence District the area bounded by

> W. 104th Street; a line 150 feet west of S. Wood Street; a line drawn from a point 293 feet 1 inch south of W. 104th Street and 150 feet west of S. Wood Street to a point 291 feet 10 inches south of W. 104th Street and 250 feet west of S. Wood Street; and a line 250 feet west of S. Wood Street (Map No. 26-H).

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### *Re-referred to the Committee on Buildings and Zoning*—PROPOSED ORDINANCE TO RECLASSIFY AREA SHOWN ON MAP NO. 11-J.

Alderman Metcalfe moved to *Re-refer to the Committee on Buildings and Zoning* the proposed ordinance recommended do not pass as contained in the pending committee report (as is noted on page 5337 of the Journal of the Proceedings of April 17, 1969) to classify the area shown on Map No. 11-J as a C2-2 General Commercial District instead of a B4-2 Restricted Service District the area bounded by

> W. Wilson Avenue; N. Kedzie Avenue; a line 262 feet south of W. Wilson Avenue; and the alley next west of and parallel to N. Kedzie Avenue.

The motion to Re-refer *Prevailed.*

---

### Issuance of Permits Authorized for Erection of Illuminated Signs.

On motion of Alderman Metcalfe the City Council took up for consideration the report of the Committee on Buildings and Zoning deferred and published on April 17, 1969, page 5338, recommending that the City Council pass two proposed orders transmitted with the committee's report to authorize the issuance of permits for the erection and maintenance of illuminated signs, as follows:

| *Permittee* | *Location* | *Dimensions* |
|---|---|---|
| Edwards Dinwiddin Ford (Continental Sign Company) | No. 5105 W. Madison Street | 160 square feet |
| Motor King Lincoln Mercury | No. 4001 W. Grand Avenue | 160 square feet |

On motion of Alderman Metcalfe the committee's recommendations were Concurred In and said proposed orders were *Passed.*

### Approval Given to Mayor's Appointment of William A. Lee as Commissioner of Chicago Park District.

On motion of Alderman Kerwin the City Council took up for consideration the report of the Committee on Forestry and Recreation deferred and published on April 17, 1969, page 5338, recommending that the City Council approve the appointment of William A. Lee as Commissioner of the Chicago Park District.

Alderman Despres moved to postpone concurrence of the appointment until the next regular meeting of the City Council.

Alderman Keane moved to *Lay the Motion to Postpone on the Table.* The motion to Lay on the Table *Prevailed.*

On motion of Alderman Kerwin the committee's recommendation was concurred in and said appointment was *Approved,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda—45.

*Nays*—Aldermen Despres, Scholl, McCutcheon—3.

Alderman Janousek moved to *Reconsider* the foregoing vote. The motion was *Lost.*

## MISCELLANEOUS BUSINESS.

### Presence of Visitors Noted.

Honorable Richard J. Daley, Mayor, called the Council's attention to the presence at the meeting of the following visitors:

Mr. Frank A. Young, Sr., 91 years of age, visiting from Boston, Massachusetts, here with his daughter, Mrs. Fay Metcalfe, wife of Alderman Metcalfe (3rd Ward);

Mrs. Thomas Fitzpatrick, wife of Alderman Fitzpatrick (19th Ward);

Mrs. Donald Swinarski, wife of Alderman Swinarski (12th Ward);

Students from Alderman Wigoda's Political Science Class at Loyola University (49th Ward);

Students from the Civics Class of Roseland Christian School (21st Ward), accompanied by Mr. Kloosterman.

The visitors were warmly applauded and were invited to attend future meetings.

### Time Fixed for Next Succeeding Regular Meeting.

By unanimous consent Alderman Keane thereupon presented a proposed ordinance which reads as follows:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the next succeeding regular meeting of the City Council of the City of Chicago to be held after the regular meeting held on Friday, the twenty-fifth (25th) day of April, 1969, at 2:00 P.M., be and the same is hereby fixed to be held on Wednesday, the fourteenth (14th) day of May, 1969, at 10:00 A.M., in the Council Chamber in the City Hall.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda—48.

*Nays*—None.

### ADJOURNMENT.

Thereupon Alderman Krska moved that the City Council do *Adjourn.* The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Wednesday, May 14, 1969, at 10:00 A.M., in the Council Chamber in the City Hall.

John C. Marcin

JOHN C. MARCIN,
*City Clerk.*

*(Published by Authority of the City Council of the City of Chicago)*

COPY

# JOURNAL *of the* PROCEEDINGS

OF THE

# CITY COUNCIL

OF THE

# CITY OF CHICAGO, ILLINOIS

## Regular Meeting—Wednesday, May 14, 1969

**at 10:00 A.M.**

*(Council Chamber—City Hall—Chicago, Illinois)*

## OFFICIAL RECORD.

### Attendance at Meeting.

*Present*—Honorable Richard J. Daley, Mayor, and Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling.

*Absent*—Aldermen Marzullo, Sain, Fried.

### Call to Order.

On Wednesday, May 14, 1969, at 10:00 A.M. (the day and hour appointed for the meeting) President Pro Tem. Ralph H. Metcalfe, called the City Council to order.

Alderman Keane moved that the meeting be recessed until 11:00 A.M. The question being put, the motion *Prevailed.*

### Recessed Session Resumed.

On Wednesday, May 14, 1969, at 11:00 A.M. the City Council reassembled pursuant to recess taken, with President Pro Tem. Ralph H. Metcalfe in the Chair. John C. Marcin, City Clerk, called the roll of members and it was found that there were present at that time: Aldermen Hubbard, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Aiello, Casey, Cullerton, Laurino, McCutcheon, Singer, Fifielski, Hoellen, O'Rourke, Wigoda, Sperling —39.

Quorum present.

On motion of Alderman Zydlo, it was ordered noted in the record that Alderman Sain was absent due to illness.

### Invocation.

Rabbi David Lincoln, Congregation B'nai Zion, opened the meeting with prayer.

### JOURNAL (April 25, 1969).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on Friday, April 25, 1969, at 2:00 P.M., signed by him as such City Clerk.

Alderman Casey moved to *Approve* said printed Official Journal and to dispense with the reading thereof. The question being put, the motion *Prevailed.*

# REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

### *Referred*—CITY OF CHICAGO'S 1968 PROGRESS REPORT UNDER WORKABLE PROGRAM FOR COMMUNITY IMPROVEMENT, ETC.

Honorable Richard J. Daley, Mayor, submitted the following communication, which was, together with a proposed resolution and the 1968 Progress Report under Workable Program for Community Improvement, *Referred to the Committee on Finance:*

OFFICE OF THE MAYOR
CITY OF CHICAGO
May 14, 1969.

*To the Honorable, The Members of the City Council of the City of Chicago:*

GENTLEMEN—The 1968 Progress Report on the City of Chicago's Workable Program for Community Improvement is herewith submitted for your consideration.

Recertification of the city's Workable Program by the Department of Housing and Urban Development is required to maintain the eligibility of the City of Chicago to receive federal renewal and housing assistance in the next two years.

The Progress Report covers the city's activities and achievements in the past year, and projects future plans and programs of various municipal departments as well as other local public agencies and private groups directed toward promoting unified city development and creating an improved urban environment.

Your favorable review and action on this document and the attached resolution are recommended so that we may maintain the city's eligibility for federal housing and renewal assistance, and continue our coordinated program for the improvement of every neighborhood.

Very truly yours,
(Signed) RICHARD J. DALEY,
*Mayor.*

### Tribute Paid to Late Judge George L. Quilici.

Honorable Richard J. Daley, Mayor, on behalf of himself and the other members of the City Council presented the following proposed resolution:

WHEREAS, George L. Quilici, Judge of the Circuit Court of Cook County, has been called to his eternal reward by Almighty God; and

WHEREAS, Judge Quilici was born in Chicago 72 years ago; as a youth, he served with the United States Army in France during World War I and achieved the rank of Major; and

WHEREAS, Judge Quilici held legal degrees from De Paul University and the John Marshall Law School, and had been a member of the bar for almost half a century and a judge for nearly thirty years; and

WHEREAS, Judge Quilici demonstrated a keen interest in the younger members of his profession, serving by appointment of the Illinois Supreme Court as commissioner on character and fitness for candidates for admission to the bar; he was also a cheerful and welcome participant in the activities of his legal fraternity, Phi Alpha Delta; and

WHEREAS, Judge Quilici, in life-long respect to his ancestry, served with the joint civic committee sponsoring the annual Columbus Day Parade; he was a member of the Justinian Society, an association of Italian-American Lawyers, and was twice given recognition by the Italian government for his service to Chicagoans of Italian descent; and

WHEREAS, In 1960 Judge Quilici was honored by the Lawyers' Civic Committee of Chicago for "distinguished judicial service" and a "career-long fight in behalf of civil liberties;" compassionate and humane concerns led to his serving as Chairman of the Board of Directors of the National Public Housing Conference, and as president of its Chicago affiliate, the Public Housing Association; and

WHEREAS, Judge Quilici was a considerate, scholarly and fair-minded man, who approached his duties with great care; now, therefore.

*Be It Resolved,* That the Mayor and members of the City Council of the City of Chicago, in meeting assembled this 14th day of May, A.D. 1969, hereby acknowledge their deep respect for Judge George L. Quilici's many years of exemplary service within this community, as citizen and as judge, express their regret at his passing and extend their sincere sympathy to his family; and

*Be It Further Resolved,* That a suitable copy of this memorial resolution be presented to Mrs. Virginia Quilici.

Alderman Laurino moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed resolution. The motion *Prevailed.*

On motion of Alderman Laurino (seconded by Aldermen Bohling, Wigoda and Despres) said proposed resolution was *Adopted,* unanimously, by a rising vote.

### Tribute Paid to Late Judge Denis J. Normoyle.

Honorable Richard J. Daley, Mayor, on behalf of himself and the other members of the City Council presented the following proposed resolution:

WHEREAS, Almighty God, in His Infinite Wisdom, has taken from our midst on May 9, 1969, Judge Denis J. Normoyle, age 92, former chief justice of the Cook County Circuit Court; and

WHEREAS, Judge Denis J. Normoyle, graduated from Kent Law School in 1901. He then served as Assistant Corporation Counsel and because of his insight into legal problems he became a Master in Chancery in 1920. His sense of fair-play and keen judicial ability being recognized, he was elected a Circuit Court Judge in 1927. Because of his deep understanding of criminal law and desire to promote criminal justice he served as the Presiding Judge of Criminal Court in 1929, 1930, 1935, and 1936. With his understanding of our judicial system coupled with his outstanding administrative ability, his last two years on the bench, 1956 and 1957, were spent as Chief Judge of the Circuit Court; and

WHEREAS, Judge Normoyle possessed strong civic interests and was always deeply interested in the development of his community; he presided over cases involving expansion of Midway and O'Hare Airports, construction of expressways and the purchase of land for schools, playgrounds and parks; and

WHEREAS, Judge Normoyle's contributions to our judicial system, the legal profession and society were great; his devotion to his fellow man was deep and selfless. We are saddened by his death; now, therefore,

*Be It Resolved,* That the Mayor and members of the City Council of the City of Chicago, in meeting assembled this 14th day of May, A.D. 1969, join with his many friends in expressing their deep regret at the passing of Judge Denis J. Normoyle and extend to his family their sincere sympathy; and

*Be It Further Resolved,* That a suitable copy of this memorial resolution be presented to the family of Judge Denis J. Normoyle.

Alderman Bilandic moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed resolution. The motion *Prevailed.*

On motion of Alderman Bilandic (seconded by Alderman Bohling) said proposed resolution was *Adopted,* unanimously by a rising vote.

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## *CITY COUNCIL INFORMED AS TO MISCELLANEOUS DOCUMENTS FILED OR RECEIVED IN CITY CLERK'S OFFICE.*

John C. Marcin, City Clerk, informed the City Council that documents have been filed or received in his office, relating to the respective subjects designated, as follows:

### *Proclamations.*

Proclamations of Honorable Richard J. Daley, Mayor, designating times for special observances as follows:

"Merchant Marine Day in Chicago": May 22, 1969;
"Hospital Week in Chicago": Week of May 11 through May 17, 1969;
"Hospitality Week": Week of May 25, 1969;
"National Music Week": Week of May 4-11, 1969;
"United Negro College Fund Month in Chicago": Month of May, 1969;
"Epsilon Sigma Alpha International Week": Week of May 1 through May 7, 1969;
"Clean-up, Paint-up, Fix-up Time in Chicago": May 1st through May 31st, 1969;
"Candy Week in Chicago": June 1-7, 1969;
"United States Army Reserve Month": Month of April 1969;
"Law Day USA in the City of Chicago": May 1, 1969;
"National Transportation Week": May 11 to 17, 1969; and
"National Defense Transportation Day": May 16, 1969;
"National Nursing Home Week": May 11 through May 17, 1969;
"West Lawn Little League Day": May 18, 1969;
"Realtor Week in Chicago": May 18-24, 1969;
"Automatic Merchandising Week": May 11 through May 17, 1969;
"Barbershop Harmony Week in Chicago": April 8th through 12th, 1969;
"White Cane Week in Chicago": May 15 through 21, 1969;
"Fourth Marine Division Days in Chicago": June 25th through June 28th, 1969;
"Eighty Fifth Anniversary of Augustana Hospital in Chicago";
"Harry G. Saulnier Day in Chicago": May 19, 1969;
"U. S. Savings Bonds and Freedom Shares Month in Chicago": Month of May, 1969;
"Registration Week for Handicapped Children in Chicago": May 12 through May 16, 1969;
"South Lakeview Neighbors Day": May 24, 1969;
"Chicago's Armed Forces Day": September 12, 1969;
"Canada Day in Chicago": May 14, 1969;
"Armed Forces Day in Chicago": May 17, 1969.

### *Acceptances and Bonds under Ordinances.*

Also acceptances and bonds under ordinances as follows:

American National Bank of Chicago, Trustee, Trust No. 10115: acceptance and bond under an ordinance passed on January 17, 1969 (vault); filed on March 10, 1969;

Beverly Bank: acceptance and bond under an ordinance passed on April 9, 1969 (covered bridge); filed on April 21, 1969;

Chicago Wesley Memorial Hospital: acceptance and bond under an ordinance passed on January 17, 1969 (pipe trench); filed on March 10, 1969;

Harding-Williams Corporation: acceptance and bond under an ordinance passed on January 17, 1969 (ventilating shaft); filed on March 13, 1969;

Arthur Rubloff & Co. (Agents for Time, Inc.): acceptance and bond under an ordinance passed on December 30, 1968 (elevated sidewalk); filed on May 9, 1969;

Sears, Roebuck and Co.: acceptance and bond under an ordinance passed on January 17, 1969 (tunnel); filed on March 13, 1969.

### *Duplicate Payrolls.*

Also duplicate payrolls for the period ended on April 15, 1969, received from Otto H. Loser, City Comptroller, as follows:

Police Department Payrolls 1180, 1180H, 1186 and 1187;
Fire Department Payrolls 1230, 1230H and 1235;
Miscellaneous Payrolls.

### *Oath of Office.*

Also the oath of office of Mrs. Evelyn D. Ogiela as a Member of the Chicago City College Board, filed on April 29, 1969.

### *State Approval of Ordinance Including Portions of N. Kedzie and W. Pratt Aves. in Arterial Highway System.*

Also a communication from Richard H. Golterman, Chief Highway Engineer, dated May 6, 1969, announcing that the Department of Public Works and Buildings of the State of Illinois has approved the ordinance passed by the City Council on April 9, 1969, appropriating Motor Fuel Tax Funds for inclusion of portions of N. Kedzie and W. Pratt Avenues in the Arterial Highway System.

### *CITY COUNCIL INFORMED AS TO PUBLICATION OF ORDINANCES.*

The City Clerk informed the City Council that all those ordinances which were passed by the City Council on April 25, 1969, and which were required by statute to be published in book or pamphlet form or in one or more newspapers, were published in pamphlet form on May 13, 1969 by being printed in full text in printed pamphlet copies of the Journal of the Proceedings of the City Council of the regular meeting held on April 25, 1969 [published by authority of the City Council in accordance with the provisions of Section 5-5 of the Municipal Code of Chicago, as passed on December 22, 1947], which printed pamphlet copies were delivered to the City Clerk on May 13, 1969.

### *MISCELLANEOUS COMMUNICATIONS, REPORTS, ETC. REQUIRING COUNCIL ACTION (TRANSMITTED TO CITY COUNCIL BY CITY CLERK).*

The City Clerk transmitted communications, reports, etc., relating to the respective subjects listed below, which were acted upon by the City Council in each case in the manner noted, as follows:

#### *Monthly Report of Board of Health (Medical Examination and Emergency Treatment).*

A report of the Board of Health (Medical Examination and Emergency Treatment) for the month of April, 1969.—*Placed on File.*

#### *Annual Departmental Reports.*

Also the following annual reports for the year ended December 31, 1968, which were *Placed on File:*

Department of Water and Sewers, submitted by James W. Jardine, Commissioner;

Department of the Port of Chicago, submitted by John J. Manley, Director of the Port.

#### *Financial Statements of Chicago Parking Facilities.*

A communication from Otto H. Loser, City Comptroller under date of May 8, 1969, addressed to the City Clerk, transmitting a copy of the financial statements of the Chicago Parking Facilities for the year ended December 31, 1968, as audited by Peter Shannon and Company, Certified Public Accountants, which was *Placed on File.*

#### *Financial Statements for Calumet Skyway Toll Bridge for Year 1968.*

Also a financial statement for the year 1968 submitted by Otto H. Loser, City Comptroller and the auditors report for the year 1968 for the Calumet Skyway Toll Bridge submitted by Arthur Andersen and Company.—*Placed on File.*

#### *Annual Audit of Office of City Treasurer.*

Also a communication under date of May 1, 1969 from Marshall Korshak, City Treasurer, submitting a copy of the annual audit of all monies and securities in the office of the City Treasurer from Thomas W. Havey and Company and a condensed copy of the report as of December 31, 1968, which was *Placed on File.*

#### *Plant Report of Commonwealth Edison Co. for Year 1968.*

Also the following communication from William H. Colwell, Secretary of the Commonwealth Edison Company, addressed to the City Clerk under date of April 30, 1969, which was, together with the Plant Report submitted therewith, *Referred to the Committee on Utilities:*

> "Pursuant to the provisions of the 1948 Franchise Ordinance granted to this Company, I am enclosing a copy of report as listed below:
>
> Plant Report—dated as of December, 1968".

#### *Reports and Documents of Commonwealth Edison Co.*

Also the following communication from William H. Colwell, Secretary of the Commonwealth Edison Company, addressed to the City Clerk under date of May 1, 1969, which was, together with the reports and documents submitted therewith, *Referred to the Committee on Utilities:*

> "Pursuant to the provisions of the 1948 Franchise Ordinance granted to this Company, I am enclosing copies of reports of the Company, as listed below:
>
> Monthly report to Illinois Commerce Commission with respect to routine transactions with affiliates for the month of March, 1969.
>
> Statement, dated April 24, 1969, for bills issued in May, 1969, to Illinois Commerce Commission relating to Standard Contract Rider No. 20.
>
> Monthly statement to Federal Power Commission (F.P.C. Form No. 5), of electric operating revenues and income, for the month of March, 1969.
>
> Monthly power plant report to Federal Power Commission (F.P.C. Form No. 4), for the month of February, 1969.
>
> Quarterly report to Stockholders, dated May 1, 1969, filed with the Securities and Exchange Commission.
>
> Quarterly report to Securities and Exchange Commission (Form R-2), on working capital and long-term debt as of March 31, 1969.
>
> Quarterly reprot to Securities and Exchange Commission (Form R-3), on plant and equipment expenditures for the Quarter ending March 31, 1969.
>
> Notice of Annual Meeting of Stockholders to be held May 20, 1969, together with Proxy Statement, and form of Proxy, filed with the Securities and Exchange Commission.
>
> Annual report for the fiscal year ended December 31, 1968 (Form 10-K), filed with the Securities and Exchange Commission.
>
> Annual report to Federal Power Commission (F.P.C. Form No. 1), for the year ended December 31, 1968."

#### *Court Decisions.*

Also communications from the Law Department addressed to the City Council signed by Roclyne E.

LaPorte, Stuart Sikevitz and Henry Novoselsky, Assistants Corporation Counsel and Marvin E. Aspen, Head of Appeals and Review Division, transmitting the following decisions, which were *Placed on File:*

*Jerome B. Bluhm, Plaintiff-Appellant, vs City of Chicago, et al, Defendants-Appellees, Illinois Appellate Court No. 52410.* Appeal from Circuit Court of Cook County which sustained City's denial of application for change of Zoning Classification from M1-1 to R-4 to permit construction of Apartment building in conformity with R-4 Zoning Classification. The Trial Court held that the M1-1 zoning classification bears a reasonable relationship to the public health, safety and welfare and that the ordinance was constitutionally sound in its application to property in question. Judgment of lower Court hereby is Affirmed.

*Agatha Nugent, Plaintiff-Appellant, vs City of Chicago, Defendant-Appellee No. 52709.* This was an action brought for personal injuries suffered in a tripping accident caused by defective sidewalk. Evidence was heard and the jury found the defendant City of Chicago Not Guilty and Judgment was entered on the verdict. Plaintiff's appeal claimed the trial Judge should have found for plaintiff as a matter of law and not have allowed the case to go to the jury. The Appellate Court however ruled that factual issues had been raised by the evidence which only the jury could resolve. Judgment Affirmed.

*American National Bank and Trust Company, etc. Plaintiff-Appellee vs City of Chicago, Defendant-Illinois Appellate Court No. 52269.* On April 24, 1969 the Appellate Court of Illinois reversed the Judgment of the Circuit Court of Cook County, Illinois which had held the Chicago Zoning Ordinance unconstitutional as applied to the subject property located at Nos. 5253-5265 S. Cicero Avenue, Chicago, Illinois. The property herein was zoned B4-1 Restricted Service District and plaintiff's sought to rezone said property to B4-2 Restricted Service District. This request was denied by City. Subsequently the City filed its answer in Circuit Court moving to strike and dismiss Plaintiff's Complaint on the basis that the plaintiff had not first exhausted its available local remedies. Judgment of Circuit Court Reversed.

### *Zoning Reclassifications of Particular Areas.*

Also applications (in triplicate) of the persons named below, together with proposed ordinances, for amendment of the Chicago Zoning Ordinance as amended, for the purpose of reclassifying particular areas, which were *Referred to the Committee on Buildings and Zoning,* as follows:

American Oil Co.—to classify as a C1-1 Restricted Commercial District instead of an R3 General Residence District the area shown on Map No. 26-F bounded by

a line 163 feet north of W. 111th Street; S. State Street; a line 132 feet north of W. 111th Street; and the alley next west of and parallel to S. State Street;

Ralph C. Frese—to classify as a C1-1 Restricted Commercial District instead of a B4-1 Restricted Service District the area shown on Map No. 11-M bounded by

W. Cuyler Avenue; the alley next east of and parallel to N. Narragansett Avenue; the alley next south of and parallel to W. Cuyler Avenue; and N. Narragansett Avenue;

Levin & Berger—to classify as an M2-1 General Manufacturing District instead of an R2 Single Family Residence District the area shown on Map No. 26-B bounded by

a line 436 feet north of E. 104th Street; S. Commercial Avenue; a line 321 feet north of E. 104th Street; and the alley next west of and parallel to S. Commercial Avenue;

Neistein, Richman & Hauslinger—to classify as a B4-2 Restricted Service District instead of an R4 General Residence District the area shown on Map No. 1-L bounded by

the alley next north of and parallel to W. Washington Boulevard; a line 50 feet west of N. Cicero Avenue; W. Washington Boulevard; and a line 100 feet west of N. Cicero Avenue;

Joseph Pecord—to classify as an R4 General Residence District instead of a B4-2 Restricted Service District the area shown on Map No. 20-H bounded by

W. 80th Street; the alley next east of and parallel to S. Western Avenue; W. 80th Place; and S. Western Avenue;

Warren R. Peterson—to classify as an R4 General Residence District instead of an R2 Single Family Residence District the area shown on Map No. 13-P bounded by

a line 215 feet north of W. Evelyn Lane; N. Delphia Avenue; W. Evelyn Lane; and a line 230 feet west of N. Delphia Avenue;

Schawk Graphics, Inc.—to classify as a C2-2 General Commercial District instead of a B4-2 Restricted Service District and a C1-2 Restricted Commercial District the area shown on Map No. 11-I bounded by

W. Wilson Avenue; the alley next east of and parallel to N. Kedzie Avenue; W. Sunnyside Avenue; and the alley next west of and parallel to N. Kedzie Avenue;

James Vrettos & Roy Waterman—to classify as a B4-4 Restricted Service District instead of an R7 General Residence District the area shown on Map No. 9-F bounded by

a line 145 feet north of W. Belmont Avenue; a line 119 feet east of N. Broadway; W. Belmont Avenue; and a line 69 feet east of N. Broadway;

Woodwork Corporation of America—to classify as an M1-4 Restricted Manufacturing District instead of a C1-2 Restricted Commercial District the area shown on Map No. 4-G bounded by

a line 168.48 feet north of W. 21st Street; the alley next east of and parallel to S. Laflin Street; W. 21st Street; S. Laflin Street; a line 144.46 feet north of W. 21st Street; and a line 67.025 feet east of S. Laflin Street.

### *Claims against City of Chicago.*

Also claims against the City of Chicago, which were *Referred to the Committee on Finance,* filed by the following:

Abdulla Service Inc., Allstate Insurance, (6-Louis R. Gottschalk, Howard A. Lee, Maxine S. Lewis, Slauka Renko, Charles Skorup, and Anton Zentner), American Co., Inc., Jack Anderson, Diane Bartz, George B. Beckman, Beneficial Finance, B. Bold, Dora J. Boyd, Budget Rent a Car System, Roy J. Burney, Estate of Amanda C. Burtness, Estate of Earl L. Cadle, Burl Campbell, Joseph P. Cappello, Rifugio Castaneda, Chicago, Rock Island and Pacific

RR. Co., Atkins Clayton, Thomas Cobb, Cecil Collier, Archie L. Crawford, Adolphus Dabney, Don Degmon, Virgilio E. Derama, L. M. Douglas, Charles E. Downs, Domingo D. Evangelista, J. H. Feazell, Feralloy Corp., Steven Scott Fillipp, Fireman's Fund and Ronald F. and Esther Schuetz, Stephen Gabel, Israel Garcia, William Gellman, Ph.D., Edmund G. Gerules, Sophia Glenn, Charles H. Grossman, Joseph Halik, Robert H. Herron, Lottie MacHill, Home and Auto. Insurance Co. and James Gibson, The Home Insurance Co. and Frank Turner, Wm. J. Honquest and Co., Henry Hudson, Steven J. Ippolito, Hans D. Isenberg, Matt Iszczuk, Jimmie R. Jefferson, Maple Jones, Mrs. John D. Kane, Richard L. Krach, John Leszynski, C. W. Lindfors, Madison Food Mart, Howard McClain, Shelley Miller, Aaron Millstone, Silverster Milock, Frank Morreale, Fred Morrow, Motors Insurance Corp., (2-Hartwig P. Naliwko, and Robert Olmstead,) Estate of Peter Napoli, Fred E. Nielsen, Russell W. Norstrom, North Avenue Building Corp., Ollies Food Mart, Inc., The Peoples Gas Light & Coke Co., Frank A. Piacentini, Howard Price, F. Quigley, Mark Randall, Jr., Blanche Riley, Vincent J. Saverino, Wm. L. Sharpe, Russell G. Schwass, Security Insurance Group and Martin Waysdorf, Emma Lee Smith, Jere-Jean Smith, Estate of John Stainzer, State Farm Insurance and Stanley Koszyk, Ronald Stone for minor son David, Strobel and Ingalls Adjustments and Jack M. Everett, Frank Taliaferro, Jr., Willie H. Talioferro, Estate of Frank Tarchala, P. Tierney, The Travelers Insurance Co. and Robert Caughey, Mr. O. Trentadue, Frank Trotter, Ann Vapinek, Estate of Jacob Wagner, Yashitade and Skizuko Wakabayashi, Henry Waldschmidt, Willie Walker, Clarence Watts, Ruth E. West, William L. Wolfson, Edward O. Wood, The Yanor Co. and Gordon Kent, Estate of Henry W. Youngquist, Walter Zywiciel.

### *Settlements of Suits with Entries of Judgments against City.*

Also a report from the Corporation Counsel addressed to the City Council under date of May 1, 1969 (signed by Brian M. Kilgallon, Assistant Corporation Counsel), as to suits against the City of Chicago to which settlements were made and judgments entered. —*Referred to the Committee on Finance.*

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### Preparation of Ordinance Directed for Vacation of Portion of N. Caldwell Av.

Also a communication from Ralph M. Bernstein addressed to the City Clerk under date of May 14, 1969, transmitting the following proposed order:

*Ordered*, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of all that part of N. Caldwell Avenue lying between N. Cicero Avenue and the westerly terminus of said N. Caldwell Avenue, being a line 161.48 feet southeasterly of and parallel with the easterly line of Edens Expressway, for American National Bank and Trust Company of Chicago, Trustee, Trust No. 28152 and the Forest Preserve District of Cook County; said ordinance to be transmitted to the Committee on Local Industries, Streets and Alleys for consideration and recommendation to the City Council.

By unanimous consent committee consideration was dispensed with, and on motion of Alderman Keane the foregoing proposed order was *Passed.*

### *Referred*—PROPOSED ORDINANCE RECOMMENDED BY BOARD OF LOCAL IMPROVEMENTS FOR *Repeal* OF CERTAIN IMPROVEMENT ORDINANCE.

The City Clerk transmitted a communication from Virgil A. Berg, Secretary of the Board of Local Improvements, addressed to him under date of April 29, 1969, transmitting a proposed ordinance recommended by the Board to *repeal* an ordinance passed on December 12, 1967 for grading, paving and improving a system of streets as follows:

W. 85th Street from the west line of S. Lawndale Avenue to the point of intersection of W. 85th Street and W. Rumsey Avenue, etc. (W. 85th Street System);

which was *Referred to the Committee on Local Industries, Streets and Alleys.*

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### *Referred*—PROPOSED ORDINANCES RECOMMENDED BY BOARD OF LOCAL IMPROVEMENTS FOR ALLEY AND STREET IMPROVEMENTS.

The City Clerk transmitted the following communications addressed to him under dates of May 5, May 9, and May 13, 1969 (signed by Virgil A. Berg, Secretary of the Board of Local Improvements), which were, together with the proposed ordinances transmitted therewith, *Referred to the Committee on Local Industries, Streets and Alleys:*

"Submitted herewith are four (4) improvement ordinances for presentation to the City Council at its next regular meeting, May 14, 1969:

"As provided in the Local Improvement Act, the Board has held public hearings on said improvements with reference to the extent, nature, kind, character and estimated cost thereof and recommends passage of said ordinances:

Ward 23—Grading and paving alley between W. 46th Street, S. Karlov Avenue and S. Kedvale Avenue, etc.;

Ward 38—Grading and paving alley between W. Cornelia Avenue, W. Roscoe Street, N. Ozark Avenue and N. Ozanam Avenue;

Ward 38—Grading, paving and improving a system of streets as follows:

N. OLCOTT AVENUE—from a line parallel with and seventeen (17) feet north of the southerly line of W. Forest Preserve Avenue to a line parallel with and twelve (12) feet south of the north line of W. Addison Street;
(N. OLCOTT AVENUE SYSTEM)

Ward 41—Grading, paving and otherwise improving the alley from a point four hundred eighty-seven and twenty-seven one-hundredths (487.27) feet north of the north line of W. Berwyn Avenue to the north line of W. Berwyn Avenue as measured along the center line of the alley between N. Avondale Avenue, W. Berwyn Avenue, N. Austin Avenue and N. McVicker Avenue".

"Submitted herewith is an improvement ordinance for the presentation to the City Council at its next regular meeting, May 14, 1969:

"As provided in the Local Improvement Act, the

Board has held public hearing on said improvement with reference to the extent, nature, kind, character and estimated cost thereof and recommends passage of said ordinance:

Ward 8—Grading and paving alleys between E. 90th Street, E. 90th Place, S. Dante Avenue and New York, Chicago and St. Louis Railroad".

"Submitted herewith are seven (7) improvement ordinances for presentation to the City Council at its next regular meeting, May 14, 1969:

"As provided in the Local Improvement Act, the Board has held public hearings on said improvements with reference to the extent, nature, kind, character and estimated cost thereof and recommends passage of said ordinances:

Ward 23—Grading and paving alley between W. 57th Street, W. 58th Street, S. Natchez Avenue and S. Neenah Avenue;

Ward 23—Grading and paving alley between W. 51st Street, W. 52nd Street, S. Mobile Avenue and S. Mulligan Avenue;

Ward 23—Grading and paving alley between W. 60th Street, W. 61st Street, S. Rutherford Avenue and S. Oak Park Avenue;

Ward 23—Grading and paving alley between W. 44th Street, W. 45th Street, S. Komensky Avenue and S. Karlov Avenue;

Ward 23—Grading and paving alleys between W. 50th Street, W. 51st Street, S. Knox Avenue and S. Kilpatrick Avenue, etc.;

Ward 38—Grading, paving and improving N. OTTAWA AVENUE from a line parallel with and seventeen (17) feet north of the south line of W. Irving Park Road to a line parallel with and twenty-one (21) feet south of the northerly line of W. Forest Preserve Avenue to the east;

Ward 41—Grading and paving alley between W. Catalpa Avenue, W. Balmoral Avenue, N. Nashville Avenue and N. Natoma Avenue".

"Submitted herewith are eight (8) improvement ordinances for presentation to the City Council at its next regular meeting, May 14, 1969:

"As provided in the Local Improvement Act, the Board has held public hearings on said improvements with reference to the extent, nature, kind, character and estimated cost thereof and recommends passage of said ordinances:

Ward 21—Grading and paving alleys between W. 83rd Street, W. 84th Street, S. Perry Avenue and S. La Salle Street;

Ward 21—Grading and paving alley between W. 93rd Street, W. 94th Street, S. Perry Avenue and S. La Salle Street;

Ward 23—Grading, paving and otherwise improving the roadway of the east and west alley from the west line of the north and south alley to a line parallel with and eighteen (18) feet west of the east line of S. Karlov Avenue between W. 32nd Street, W. 33rd Street, S. Komensky Avenue and S. Karlov Avenue;

Ward 23—Grading and paving alley between W. 54th Street, W. 55th Street, S. Long Avenue and S. Lotus Avenue, etc.;

Ward 23—Grading and paving alley between W. 54th Street, W. 55th Street, S. Luna Avenue and S. Central Avenue, etc.;

Ward 23—Grading and paving alley between W. 54th Street, W. 55th Street, S. Lorel Avenue and S. Long Avenue;

Ward 41—Grading, paving and improving N. NOTTINGHAM AVENUE from the existing pavement five hundred and five (505) feet north of the northerly line of W. Higgins Avenue to the east, to a line parallel with and twelve (12) feet south of the northerly line of W. Higgins Avenue;

Ward 49—Grading and paving alley between N. Rogers Avenue, W. Birchwood Avenue, N. Greenview Avenue and N. Ashland Avenue".

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# REPORTS OF COMMITTEES.

Committee reports were submitted as indicated below. *No request under the statute was made by any two aldermen present to defer any of said reports for final action thereon, to the next regular meeting of the Council, except where otherwise indicated.*

## COMMITTEE ON FINANCE.

### President and Congress of U.S.A. Memorialized to Immediately Withdraw Armed Forces and Extricate United States from Further Military Involvement in Viet Nam.

The Committee on Finance submitted a report recommending that the City Council adopt the following proposed resolution as amended, transmitted therewith (referred to the committee on April 9, 1969):

WHEREAS, American Armed Forces have been engaged for four years in vast and deadly combat in the Southeastern Asia Nation of Viet Nam, and have distinguished themselves for their valor despite vague expressions of national purpose and objectives in that war; and

WHEREAS, Combat deaths for American forces now exceed 38,000, far above the death toll in the Korean War, and the Nation continues to spend $100,000,000 per day to finance what has come to be regarded as "the hopeless war"; and

WHEREAS, The Americanization of the war in Viet Nam—never intended in our original intervention—has reached the point where it brings an intolerable financial and personal burden to all Americans; and

WHEREAS, There is a rising clamor throughout the Nation for a cessation of the hostilities in Viet Nam, or, at the very least, a cessation of American military involvement there; and

WHEREAS, The death toll in the United States Military Forces began to rise recently when American military commanders intensified search-and-destroy and pacification missions in the wake of the bombing halt; and

WHEREAS, It is apparent that there is no end to the war in Viet Nam under present conditions without drastic changes in American policies; now, therefore,

*Be It Resolved,* That the Chicago City Council hereby memorializes the administration of President Richard M. Nixon to take all extraordinary measures to de-escalate the war in Viet Nam, quickly and drastically reduce the American involvement; and

*Be It Further Resolved,* That the Chicago City Council does hereby memorialize the administration of President Richard M. Nixon, as Commander in Chief of the United States Armed Forces, to immediately direct an orderly and sizeable withdrawal of major forces in Viet Nam; and

*Be It Further Resolved,* That the Chicago City Council does hereby memorialize the Congress of the United States to provide through its legislative and budgetary powers that the administration of President Nixon quickly begin to extricate the United States from its crushing, disastrous involvement in Viet Nam.

On motion of Alderman Keane the foregoing proposed resolution as amended by the committee was *Adopted,* by yeas and nays as follows:

*Yeas*—Aldermen Hubbard, Metcalfe, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Hoellen, O'Rourke, Wigoda, Sperling—42.

*Nays*—None.

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## Authority Granted for Execution of Hangar Site Lease with American Airlines, Inc. at Chicago Midway Airport.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, to authorize the execution of a Hangar Site Lease with American Airlines, Inc. at Chicago Midway Airport.

On motion of Alderman Keane the said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, McCutcheon, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—45.

*Nays*—None.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Mayor, subject to attestation by the City Clerk, approval of the Commissioner of Aviation and the City Comptroller, and as to form and legality of the Corporation Counsel, is authorized to execute on behalf of the City of Chicago a Hangar Site Lease with American Airlines, Inc., at Chicago Midway Airport, said lease to be in substantially the following form:

### LEASE OF HANGAR FACILITIES

This Lease, made and entered into as of this.... day of ................, by and between the City of Chicago, a municipal corporation of the State of Illinois (hereinafter referred to as "City"), and American Airlines, Inc., a corporation organized and existing under and by virtue of the laws of the State of Delaware (hereinafter referred to as "Airline"):

### WITNESSETH:

Whereas, City operates the airport known as Chicago Midway Airport (a plat of said airport being attached as Exhibit "A" to the agreement of October 16, 1967, entitled and hereinafter referred to as the Airport Use Agreement, between City and Airline), situated in the County of Cook, State of Illinois (hereinafter, together with any additions thereto or enlargements thereof, whether or not made with corporate funds of City, Government Grants in Aid, or any other funds of any nature whatsoever, referred to as the "Airport"), with the power to lease premises and facilities and to grant rights and privileges with respect thereto, all as hereinafter provided; and

Whereas, Airline is engaged in the business of air transportation and desires to lease Hangar Facilities at the Airport and to obtain certain rights and privileges with respect thereto, all as hereinafter provided; and

Whereas, City is willing to lease such space and to grant rights and privileges with respect thereto to Airline, upon the terms and conditions hereinafter provided;

Now, Therefore, for and in consideration of the premises (which are incorporated into the body of this Lease as fully as if they were set forth herein) and of the mutual covenants and agreements herein contained, and other valuable considerations, the parties hereto covenant and agree as follows:

### *Article I*

*Section 1.01. Lease of Premises.* City does hereby lease to Airline, and Airline does hereby lease from City a parcel of land legally described as follows to wit:

> That part of Section 16, Township 38 North, Range 13 East of the 3rd P.M., bounded and described as follows, to wit: Beginning at a point which is 2902.25 feet West of the East line of said Section 16 and 33 feet South of the North line of said Section 16, running thence West along a line 33 feet South of and parallel to the North line of said Section 16, a distance of 1028.24 feet, thence South Easterly along a straight line to a point which is 458 feet South of the North line of said Section 16 and 3501.74 feet West of the East line of said Section 16, a distance of 603.68 feet more or less, thence East along a line parallel to and 458 feet South of the North line of said Section 16, a distance of 599.51 feet, thence North on a straight line 425 feet to the point of beginning,

together with any buildings and improvements now or hereafter located thereon (hereinafter referred to as "Demised Premises") located at the Airport and shown as outlined on Exhibit "A" attached hereto, together with the facilities, rights and privileges hereinafter described.

*Section 1.02. Use of Premises.* Airline is hereby granted the use of the demised premises, subject to the terms and provisions hereof and to rules and regulations promulgated by City for any and all purposes reasonably necessary or convenient in connection with the conduct by Airline of air transportation, including, without limitation, the following:

(a) the repairing, maintenance, conditioning, testing, parking, moving and storage of aircraft and other equipment operated by Airline;

(b) the loading and unloading of persons, property, cargo and mail upon or from aircraft operated by Airline; provided, however, such loading and unloading shall not be so conducted as to constitute use of the demised premises as a substitute for normal passenger terminal area operations;

(c) the servicing of aircraft and other equipment operated by Airline with gasoline, oil, greases, lubricants and other fuel or propellant, and with foods, beverages and other supplies and materials;

(d) the training of personnel in its employ or under its direction;

(e) the maintenance and operation with respect to compliance with applicable safety requirements, of facilities and equipment for storage, handling and dispensing of gasoline, oil, greases, lubricants and any other supplies and material shall be subject to the approval of the Commissioner of Aviation;

(f) the maintenance and operation of communication, meteorological and aerial navigation facilities and equipment; provided, the exercise of such right does not interfere with City's operation of the Airport for the benefit of all aircraft using the Airport;

(g) the maintenance and operation of a private cafeteria, restaurant and other food and beverage preparing and dispensing facilities and equipment for the purpose of preparing and serving foods and beverages for consumption by Airline's employees and invitees and for consumption on aircraft operated by Airline; provided, however, that nothing contained in this subparagraph (g) shall be deemed to give Airline the right to maintain or operate a public cafeteria, restaurant or other food and beverage preparing and dispensing facilities and equipment for the purpose of selling food or beverages to the public as a caterer or otherwise;

(h) the maintenance and operation of automobile parking areas on the demised premises for the parking of automobiles by Airline's employees and invitees;

(i) the maintenance and operation of reservations offices, administrative offices and operations offices;

(j) the sale, disposal or exchange of Airline's aircraft, engines, accessories, gasoline, oil, greases, lubricants, other fuel or propellant, other equipment or supplies, and any articles or goods used by or acquired for use by Airline in connection with its conduct of air transportation; provided, however, that Airline shall not sell, dispose of or exchange any such items to others than its employees or scheduled air transportation operators, unless such items represent surplus items at the time no longer reasonably necessary in connection with the conduct by Airline of its air transportation business; and provided further, that Airline shall not sell, dispose of or exchange gasoline, oil, greases, lubricants, fuel or propellants, except to a subsidiary or affiliated company or to other scheduled air transportation companies;

(k) the purchase or otherwise obtaining and using of property of any nature, reasonably necessary or convenient for its operations, from any supplier of its choice; and

(l) the maintenance and operation of demised hangar buildings, facilities and equipment and the carrying on of activities reasonably necessary or convenient in connection with the foregoing;

provided, however, that the foregoing shall not permit the conduct by Airline of any business separate from its operation of an air transportation system; and further provided, that the rights conferred under this Article I may be exercised by Airline alone or in conjunction with other Airline Parties, directly or through another designated by it or them, excepting that the rights conferred by subparagraph (c) above to service aircraft and other equipment with gasoline, oil, greases, lubricants and other fuel or propellant may be exercised by Airline in conjunction with other Airline Parties, either directly or through another designated by them, only with respect to aircraft and other equipment operated by Airline Parties.

*Section 1.03. Ingress and egress.* Subject to rules and regulations promulgated by City, Airline shall have the right and privilege over the Airport of ingress to and egress from the demised premises for its employees, agents, passengers, guests patrons and invitees, its or their suppliers of materials and furnishers of service, and its or their aircraft, equipment, vehicles, machinery and other property. Except as herein otherwise specifically provided, no charges, fees or tolls of any nature, direct or indirect, shall be imposed by City upon Airline, its employees, agents, passengers, guests, patrons and invitees, it or their suppliers of materials and furnishers of service, for such right of ingress and egress, or for the privilege of purchasing, selling or using any materials or services purchased or otherwise obtained by Airline, or transporting, loading, unloading or handling persons, property, cargo, or mail in connection with Airline's business or exercising any right or privilege granted by City hereunder. The foregoing shall not preclude City or its concessionaires from making and collecting a charge for the use of public automobile parking areas, sightseeing facilities or ground transportation to or from the Airport furnished by City or its concessionaires, or preclude City from imposing any tax, permit or license fee not inconsistent with the rights and privileges granted to Airline hereunder.

*Section 1.04. Conduct of operations for other Airlines Parties.* The demised premises may also be used by Airline from time to time on behalf of or in conjunction with any other Airline Party or Parties in connection with the conduct of air transportation by such other Airline Party or Parties, to the same extent as Airline is entitled to use the demised premises in its own behalf in connection with its conduct of air transportation, and in such case the rights and privileges granted hereunder to Airline, its employees, agents, passengers, guests, patrons and invitees, and its or their suppliers of materials and furnishers of service shall, to the same extent, be granted to such other Airline Party's or Parties' employees, agents, passengers, guests, patrons and invitees, and its or their suppliers of materials and furnishers of service; provided, however, no such use shall be permitted, without the consent of the Commissioner of Aviation, if such use involves payment to Airline by any such other Airline Party of an amount greater than Airline's estimated expenses with respect to the space, facilities and services used by or furnished to such other Airline Party.

Airline shall not sublease any part or parcel of the demised premises or permit the use or occupancy of any part or parcel of the demised premises (except by other "Airport use agreement parties" as set forth herein) except upon the prior written approval of, and subject to such other terms and conditions as may be imposed by the Commissioner of Aviation and the City Council, in each instance.

### *Article II*

The term of this lease shall be for a period commencing on the 60th calendar day after ................., the date of approval of ordinance by the City Council of the City of Chicago and terminating on December 31, 1974. Airline shall have the option to extend the term of this agreement for a period terminating on December 31, 1979, upon the same terms and conditions in effect as of December 31, 1974, provided only that Airport is not at that time operating at a deficit as determined in accordance with sound accounting practices by the City Comptroller and further provided such option is exercised by written notice from Airline to City at any time prior to three (3) months before the date of original expiration of this Agreement.

### *Article III*

Airline shall, on or before the first day of each calendar month during the term hereof, pay to City, at the office of the City Comptroller of City, a monthly rental of fourteen thousand five hundred eighty-three and 34/100 dollars ($14,583.34). Payment of rent shall commence sixty (60) days after the date of approval of ordinance by the City Council of the City of Chicago.

Notwithstanding the foregoing, if any rental commences otherwise than as of the first day of any month or terminates prior to the last day of any month, rental for such month shall be determined on a pro rata basis according to the number of days of such month involved, and any required payment or refund for such month shall be made as promptly as practicable.

Airline shall pay, in addition to the rents above specified, all water rates, taxes and assessments, general and special, lawfully levied or assessed upon the demised premises, or any part thereof, or upon any buidings or improvements at any time situated thereon, or lawfully levied or assessed upon the leasehold interest created hereby, during the term of this lease.

### *Article IV*

*Section 4.01. Construction, maintenance and repair by Airline.* Airline may construct or install on the demised premises, at its own expense, any buildings, improvements (including pavements), facilities and equipment, and any additions thereto, reasonably necessary or convenient in connection with any use, permitted under the provisions of this Lease, by Airline of the demised premises. All such construction or installation shall be made after obtaining any requisite building or construction licenses or permits. Plans and specifications of any such proposed construction or installation (including any substantial alteration or addition thereto) shall be submitted to and receive the approval of the Commissioner of Aviation and the Commissioner of Public Works prior to the commencement of construction or installation. Any advertising signs installed by Airline shall be limited to those which advertise air transportation, and the number, general type, size, design and location of such signs shall be subject to the approval of the Commissioner of Aviation.

Airline shall keep and maintain all buildings, improvements and facilities and additions thereto constructed or installed by it on the demised premises in good condition and repair, reasonable wear and tear excepted. No restrictions shall be placed on Airline as to the architects, builders or contractors who may be employed by it in connection with any construction, installation, alteration, repair or maintenance of any such buildings, improvements, facilities and additions.

Notwithstanding the foregoing, Airline shall keep the demised premises and all construction and installations made thereon by Airline in a sanitary and sightly condition, and shall comply with all health and safety requirements applicable thereto.

All construction or installation by Airline, pursuant to any right granted to it hereunder, which is made on any area outside the demised premises shall be made, kept and maintained by Airline in the same manner and under the same conditions as construction or installation by Airline on the demised premises.

*Section 4.02. Lighting.* Airline shall illuminate the apron in front of each hangar building on the demised premises with flood lights and shall place and maintain at all times red obstruction lights on the highest point and on each corner of each building on the demised premises and on the highest point of each smoke stack, pole, aerial and antenna on the demised premises. The obstruction light fixtures shall be of a dual type and the lights shall be kept burning at Airline's expense from dusk to dawn and during periods of restricted visibility.

*Secton 4.03. Covenant against liens.* Airline shall keep the demised premises and the buildings, improvements and facilities constructed thereon by Airline free and clear of any and all liens in any way arising out of the construction, improvement or use thereof by Airline, provided, however, that Airline may in good faith contest the validity of any lien.

*Section 4.04. Performance by City upon failure of Airline to maintain.* In the event Airline fails to perform for a period of thirty (30) days after notice from the City so to do, any obligation required by this Article IV to be performed by Airline, City may enter the premises involved (without such entering causing or constituting a termination of this Lease or an interference with the possession of said premises by Airline) and do all things necessary to perform such obligation, charging to Airline the cost and expense thereof and Airline agrees to pay City such charge in addition to any other amounts payable by Airline hereunder; provided, however, that if Airline's failure to perform any such obligation endangers the safety of the public or of employees of City, and City so states in its notice to Airline, City may perform such obligation of Airline at any time after the giving of such notice and charge to Airline, and Airline shall pay, as aforesaid, the cost and expense of such performance.

*Section 4.05. Rehabilitation of Facilities.* As additional consideration, Airline agrees that it shall promptly undertake, at its own expense, those capital improvements and repairs needed to rehabilitate the demised premises. Such rehabilitation program shall include those improvements and repairs that Airline and City Representatives agree are reasonably necessary to restore the demised premises to a good overall operating level.

*Section 4.06. Access by City.* Airline shall allow City, its officers, agents or employees, free access to the demised premises for the purpose of examining the same to ascertain if Airline is performing its obligations hereunder with respect thereto.

*Section 4.07. Equal Opportunity.* Airline agrees that in performing under this agreement and other agreements with City it shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, age, or national origin, nor otherwise commit an unfair employment practice. Airline further agrees that this article will be incorporated by Airline in all contracts entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations, furnishing, skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this agreement. Attention is called to Executive Order 11246 issued September 24, 1965, 3 CFR p. 567, 1966; The Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241 et sum.; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 1967, CH. 38, Secs. 13-1 to 13-4 inclusive; July 8, 1933, Ill. Rev. Stat. 1967, CH. 29, Secs. 17 to 24 inclusive; and July 21, 1961, Ill. Rev. Stat. 1967, CH. 48, Secs. 851 to 866 inclusive, and July 26, 1967, Ill. Rev. Stat. 1967, CH. 48, Secs. 881 to 887 inclusive, and an ordinance passed by the City Council of the City of Chicago, August 21, 1945, page 3877 of the Journal of the Proceedings.

To demonstrate compliance Airline and its contractors and subcontractors will furnish such reports and information as requested by the Chicago Commission on Human Relations.

### *Article V*

*Section 5.01. Maintenance and Operation.* City shall operate and maintain, in all respects in a manner consistent with that of a reasonably prudent operator of an airport and keep in good condition and repair (including the removal of snow, vegetation, stones and other foreign matter as reasonably as may be done) all facilities and equipment now or hereafter provided by City, at or in connection with or serving the demised premises.

*Section 5.02. Quiet Enjoyment.* City agrees that Airline, performing its obligations hereunder, shall be entitled to and shall have the quiet possession and enjoyment of the premises, rights and privileges leased to it hereunder, subject, however, to the provisions hereof.

*Section 5.03. Performance by Airline upon failure of City to maintain and operate.* In the event City fails to perform, for a period of thirty (30) days after notice from Airline so to do, any obligation required to be performed by City, Airline may perform such obligation of City and deduct the cost to Airline of such performance from any amounts due hereunder or otherwise from Airline to City; provided, however, that if City's failure to perform any such obligation endangers the safety of Airline's operations at the Airport and Airline so states in its notice to City, Airline may perform such obligation of City at any time after the giving of such notice and deduct, as aforesaid, its cost of such performance. City, however, shall not be liable to Airline for any loss of revenues to Airline resulting from any of City's acts, omissions or neglect in the maintenance and operation by it of the Airport or any facilities now or hereafter connected therewith.

### *Article VI*

Airline agrees to indemnify City and keep in force insurance insuring Airline and City as provided in Article X of the Airport Use Agreement.

Airline shall, at its own expense, keep in force insurance upon buildings and improvements which are of a character customarily insured and which are at any time located on the demised premises or constructed or installed by Airline, pursuant to any right granted to it hereunder, on any area off the demised premises. Such insurance shall (a) be issued by a company or companies of sound and adequate financial responsibility, (b) name City and Airline as assureds thereunder as their respective interests may appear, (c) be in an amount equal to ninety percent (90%) of the insurable value of such buildings and improvements, and (d) cover such hazards as are insured against by fire and extended coverage insurance of the character customarily in force at the time in the area of Chicago, Illinois, upon buildings and improvements of similar character, and such other hazards as would normally be insured against under similar circumstances by a reasonably prudent owner of such buildings and improvements. Airline shall furnish to City certificates evidencing such insurance.

Should any building or improvement located on the demised premises or constructed or installed by Airline, pursuant to any right granted to it hereunder, on any area off the demised premises, be damaged or destroyed and any insurance proceeds are payable by reason thereof, Airline shall, with due diligence, use such insurance proceeds for the repair of such damage or destruction in conformity, insofar as practicable, with the original plans and specifications of such damaged or destroyed building or improvement, subject to any modifications of such plans and specifications agreed to by the Commissioner of Aviation and the Commissioner of Public Works and Airline, it being understood, however, that Airline shall not be required to expend for such repair an amount in excess of such insurance proceeds paid. In the event the damage or destruction is not capable of being repaired within 120 days after the date thereof, either because of insufficiency of such insurance proceeds or otherwise, Airline may, by notice to City given within 60 days after such damage or destruction, elect not to repair the same and in such event, Airline shall cause such building or improvement to be demolished to the ground level and the debris removed, using any insurance proceeds for such purpose. Any insurance proceeds shall be made available to Airline for such repair or such demolition and removal. Any balance of such insurance proceeds, remaining after such repair or demolition and removal, shall be divided between City and Airline, and shall be made availabe to them, as their respective interests may appear. In the event Airline shall, in accordance with the foregoing provisions, give notice to City of Airline's election not to repair any damage or destruction not capable of being repaired as aforesaid, then Airline may be at the same time and by further notice to City elect to terminate this Lease on the date of giving of such notice, which termination, however, shall not affect the rights and obligations of City and Airline under this paragraph.

### *Article VII*

The following Articles of the Airport Use Agreement are hereby incorporated into this Agreement and made a part hereof, and shall be applicable to the rights and privileges granted and to the premises demised to Airline by City under this Lease: Articles VIII, IX, X, XI, XII, XIII, XIV, XV, and XVI.

In Witness Whereof, the City of Chicago has caused this Lease to be executed on its behalf by its Mayor, pursuant to due authorization of the City Council of the City of Chicago, and its seal to be hereunto affixed and attested by the City Clerk of the City of Chicago and ............................ ............................ has caused this instrument to be executed on its behalf by its .................... President and its corporate seal to be hereunto affixed and attested by its ........................ Secretary, pursuant to due authorization of its Board of Directors, all as of the day and year first above written.

[Signature forms and Exhibit "A" omitted]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

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## Authority Granted for Execution of Hangar Site Lease with Northwest Airlines, Inc. at Chicago Midway Airport.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, to authorize execution of a Hangar Site Lease with Northwest Airlines, Inc. at Chicago Midway Airport.

On motion of Alderman Keane the said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, McCutcheon, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling —45.

*Nays*—None.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Mayor, subject to attestation by the City Clerk, approval of the Commissioner of Aviation and the City Comptroller, and as to form and legality of the Corporation Counsel, is authorized to execute on behalf of the City of Chicago a Hangar Site Lease with Northwest Airlines, Inc., at Chicago Midway Airport, said lease to be in substantially the following form:

LEASE OF HANGAR FACILITIES

This Lease, made and entered into as of this ........... day of ................................., by and between the City of Chicago, a municipal corporation of the State of Illinois (hereinafter referred to as "City"), and Northwest Airlines, Inc., a corporation organized and existing under and by virtue of the laws of the State of Minnesota (hereinafter referred to as "Airline"):

WITNESSETH:

Whereas, City operates the airport known as Chicago Midway Airport (a plat of said airport being attached as Exhibit A to the agreement of October 16, 1967, entitled and hereinafter referred to as the Airport Use Agreement, between City and Airline), situated in the County of Cook, State of Illinois (hereinafter, together with any additions thereto or enlargements thereof, whether or not made with corporate funds of City, Government Grants in Aid, or any other funds of any nature whatsoever, referred to as the "Airport", with the power to lease premises and facilities and to grant rights and privileges with respect thereto, all as hereinafter provided; and

Whereas, Airline is engaged in the business of air transportation and desires to lease Hangar Facilities at the Airport and to obtain certain rights and privileges with respect thereto, all as hereinafter provided; and

Whereas, City is willing to lease such space and to grant rights and privileges with respect thereto to Airline, upon the terms and conditions hereinafter provided;

Now, Therefore, for and in consideration of the premises (which are incorporated into the body of this Lease as fully as if they were set forth herein) and of the mutual covenants and agreements herein contained, and other valuable considerations, the parties hereto covenant and agree as follows:

*Article I*

*Section 1.01. Lease of Premises.* City does hereby lease to Airline, and Airline does hereby lease from City a parcel of land legally described as follows to wit:

> That part of Section 16, Township 38 North, Range 13 East of the 3rd P.M., bounded and described as follows, to wit: Beginning at a point which is 350.05 feet West of the East line of said Section 16, and 33 feet South of the North line of Section 16, running thence West along a line 33 feet South of and parallel to the North line of said Section 16, a distance of 348.97 feet, thence South Westerly along a straight line to a point which is 337.81 feet South of the North line of said Section 16 and 1,005.91 feet West of the East line of said Section 16, a distance of 431.03 feet more or less, thence South East along a straight line to a point which is 458 feet South of the North line of said Section 16, a distance of 170.00 feet more or less, thence East along a line parallel to and 458 feet South of the North line of said Section 16, a distance of 358.59 feet, thence North Easterly on a straight line a distance of 424.28 feet to a point which is 175.025 feet West of the East line of said Section 16, thence North Westerly on a straight line a distance of 176.75 feet more or less to the point of beginning,

(hereinafter, together with any buildings and improvements now or hereafter located thereon, referred to as the "Demised Premises") located at the Airport and shown as outlined on Exhibit "A" attached hereto, together with the facilities, rights and privileges hereinafter described.

*Section 1.02. Use of Premises.* Airline is hereby granted the use of the demised premises, subject to the terms and provisions hereof and to rules and regulations promulgated by City for any and all purposes reasonably necessary or convenient in connection with the conduct by airline of air transportation, including, without limitation, the following:

(a) the repairing, maintenance, conditioning, testing, parking, moving and storage of aircraft and other equipment operated by Airline;

(b) the loading and unloading of persons, property, cargo and mail upon or from aircraft operated by Airline; provided, however, such loading and unloading shall not be so conducted as to constitute use of the demised premises as a substitute for normal passenger terminal area operations;

(c) the servicing of aircraft and other equipment operated by Airline with gasoline, oil, greases, lubricants and other fuel or propellant, and with foods, beverages and other supplies and materials;

(d) the training of personnel in its employ or under its direction;

(e) the maintenance and operation with respect to compliance with applicable safety requirements, of facilities and equipment for storage, handling and dispensing of gasoline, oil, greases, lubricants and any other supplies and material shall be subject to the approval of the Commissioner of Aviation;

(f) the maintenance and operation of communication, meteorological and aerial navigation facilities and equipment; provided, the exercise of such right does not interfere with City's operation of the Airport for the benefit of all aircraft using the Airport;

(g) the maintenance and operation of a private cafeteria, restaurant and other food and beverage preparing and dispensing facilities and equipment for the purpose of preparing and serving foods and beverages for consumption by Airline's employees and invitees and for consumption on aircraft operated by Airline; provided, however, that nothing contained in this subparagraph (g) shall be deemed to give Airline the right to maintain or operate a public cafeteria, restaurant or other food and beverage preparing and dispensing facilities and equipment for the purpose of selling food or beverages to the public as a caterer or otherwise;

(h) the maintenance and operation of automobile parking areas on the demised premises for the parking of automobiles by Airline's employees and invitees;

(i) the maintenance and operation of reservations offices, administrative offices and operations offices;

(j) the sale, disposal or exchange of Airline's aircraft, engines, accessories, gasoline, oil, greases, lubricants, other fuel or propellant, other equipment or supplies, and any articles or goods used by or acquired for use by Airline in connection with its conduct of air transportation; provided, however, that Airline shall not sell, dispose of or exchange any such items to others than its employees or scheduled air transportation operators, unless such items represent surplus items at the time no longer reasonably necessary in connection with the conduct by Airline of its air transportation business; and provided further, that Airline shall not sell, dispose of or exchange gasoline, oil, greases, lubricants, fuel or propellants, except to a subsidiary or affiliated company or to other scheduled air transportation companies;

(k) the purchase or otherwise obtaining and using of property of any nature, reasonably necessary or convenient for its operations, from any supplier of its choice; and

(l) the maintenance and operation of demised hangar buildings, facilities and equipment and the carrying on of activities reasonably necessary or convenient in connection with the foregoing;

provided, however, that the foregoing shall not permit the conduct by Airline of any business separate from its operation of an air transportation system; and further provided, that the rights conferred under this Article I may be exercised by Airline alone or in conjunction with other Airline Parties, directly or through another designated by it or them, excepting that the rights conferred by subparagraph (c) above to service aircraft and other equipment with gasoline, oil, greases, lubricants, and other fuel or propellant may be exercised by Airline in conjunction with other Airline Parties, either directly or through another designated by them, only with respect to aircraft and other equipment operated by Airline Parties.

*Section 1.03. Ingress and egress.* Subject to rules and regulations promulgated by City, Airline shall have the right and privilege over the Airport of ingress to and egress from the demised premises for its employees, agents, passengers, guests, patrons and invitees, its or their suppliers of materials and furnishers of service, and its or their aircraft, equipment, vehicles, machinery and other property. Except as herein otherwise specifically provided, no charges, fees or tolls of any nature, direct or indirect, shall be imposed by City upon Airline, its employees, agents, passengers, guests, patrons and invitees, its or their suppliers of materials and furnishers of service, for such right of ingress and egress, or for the privilege of purchasing, selling or using any materials or services purchased or otherwise obtained by Airline, or transporting, loading, unloading or handling persons, property, cargo, or mail in connection with Airline's business or exercising any right or privilege granted by City hereunder. The foregoing shall not preclude City or its concessionaires from making and collecting a charge for the use of public automobile parking areas, sightseeeing facilities or ground transportation to or from the Airport furnished by City or its concessionaires, or preclude City from imposing any tax, permit or license fee not inconsistent with the rights and privileges granted to Airline hereunder.

*Section 1.04. Conduct of operations for other Airline Parties.* The demised premises may also be used by Airline from time to time on behalf of or in conjunction with any other Airline Party or Parties in connection with the conduct of air transportation by such other Airline Party or Parties, to the same extent as Airline is entitled to use the demised premises in its own behalf in connection with its conduct of air transportation, and in such case the rights and privileges granted hereunder to Airline, its employees, agents, passengers, guests, patrons and invitees, and its or their suppliers of materials and furnishers of service shall, to the same extent, be granted to such other Airline Partys' employees, agents, passengers, guests, patrons and invitees, and its or their suppliers of materials and furnishers of service; provided, however, no such use shall be permitted, without the consent of the Commissioner of Aviation, if such use involves payment to Airline by any such other Airline Party of an amount greater than Airline's estimated expenses with respect to the space, facilities and services used by or furnished to such other Airline Party.

Airline shall not sublease any part of parcel of the demised premises or permit the use or occupancy of any part of parcel of the demised premises (except by other "Airport Use Agreement Parties" as set forth herein) except upon the prior written approval of, and subject to such other terms and conditions as may by imposed by the Commissioner of Aviation and the City Council, in each instance.

### *Article II*

The term of this Lease shall be for a period commencing on ...................................., which date shall not be later than 60 calendar days after the date of approval of ordinance by the City Council of the City of Chicago and terminating on December 31, 1974. Airline shall have the option to extend the term of this Agreement for a period terminating on December 31, 1979, upon the same terms and conditions in effect as of December 31, 1974, provided only that Airport is not at that time operating at a deficit as determined in accordance with sound accounting practices by the City Comptroller and further provided such option is exercised by written notice from Airline to City at any time prior to three (3) months before the date of expiration of this Agreement.

### *Article III*

Airline shall, on or before the first day of each calendar month during the term hereof, pay to City, at the office of the City Comptroller of City, a monthly rental of seven thousand one hundred and no/100 dollars ($7,100.00). Payment of rent shall begin on the same calendar day that the term of this Lease commences.

Notwithstanding the foregoing, if any rental commences otherwise than as of the first day of any month or terminates prior to the last day of any month, rental for such month shall be determined on a pro rata basis according to the number of days of such month involved, and any required payment or refund for such month shall be made as promptly as practicable.

Airline shall pay, in addition to the rents above specified, all water rates, taxes and assessments, general and special, lawfully levied or assessed upon the demised premises, or any part thereof, or upon any buildings or improvements at any time situated thereon, or lawfully levied or assessed upon the leasehold interest created hereby, during the term of this lease.

### *Article IV*

*Section 4.01. Construction, maintenance and repair by Airline.* Airline may construct or install on the demised premises, at its own expense, any buildings, improvements (including pavements), facilities and equipment, and any additions thereto, reasonably necessary or convenient in connection with any use, permitted under the provisions of this Lease, by Airline of the demised premises. All such construction or installation shall be made after obtaining any requisite buildings or construction licenses or permits. Plans and specifications of any such proposed construction or installation (including any substantial alteration or addition thereto) shall be submitted to and receive the Approval of the Commissioner of Aviation and the Commissioner of Public Works prior to the commencement of construction or installation. Any advertising signs installed by Airline shall be limited to those which advertise air transportation, and the number, general type, size, design and location of such signs shall be subject to the approval of the Commissioner of Aviation.

Airline shall keep and maintain all buildings, improvements and facilities and additions thereto constructed or installed by it on the demised premises in good condition and repair, reasonable wear and tear excepted. No restrictions shall be placed on Airline as to the architects, builders or contractors who may be employed by it in connection with any construction, installation, alteration, repair of maintenance of any such buildings, improvements, facilities and additions.

Notwithstanding the foregoing, Airline shall keep the demised premises and all construction and installations made thereon by Airline in a sanitary and sightly condition, and shall comply with all health and safety requirements applicable thereto.

All construction or installation by Airline, pursuant to any right granted to it hereunder, which is made on any area outside the demised premises shall be made, kept and maintained by Airline in the same manner and under same conditions as construction or installation by Airline on the demised premises.

*Section 4.02. Lighting.* Airline shall illuminate the apron in front of each hangar building on the demised premises with flood lights and shall place and maintain at all times red obstruction lights on the highest point and on each corner of each building on the demised premises and on the highest point of each smoke stack, pole, aerial and antenna on the demised premises. The obstruction light fixtures shall be of a dual type and the lights shall be kept burning at Airline's expense from dusk to dawn and during periods of restricted visibility.

*Section 4.03. Covenant against liens.* Airline shall keep the demised premises and the buildings, improvements and facilities constructed thereon by Airline free and clear of any and all liens in any way arising out of the construction, improvement or use thereof by Airline, provided, however, that Airline may in good faith contest the validity of any lien.

*Section 4.04. Performance by City upon failure of Airline to maintain.* In the event Airline fails to perform for a period of thirty (30) days after notice from City so to do, any obligation required by this Article IV to be performed by Airline, City may enter the premises involved (without such entering causing or constituting a termination of this Lease or an interference with the possession of said premises by Airline) and do all things necessary to perform such obligation, charging to Airline the cost and expense thereof and Airline agrees to pay City such charge in addition to any other amounts payable by Airline hereunder; provided, however, that if Airline's failure to perform any such obligation endangers the safety of the public or of employees of City, and City so states in its notice to Airline, City may perform such obligation of Airline at any time after the giving of such notice and charge to Airline, and Airline shall pay, as aforesaid, the cost and expense of such performance.

*Section 4.05. Rehabilitation of Facilities.* As additional consideration, Airline agrees that it shall promptly undertake, at its own expense, those capital improvements and repairs needed to rehabilitate the demised premises. Such rehabilitation program shall include those improvements and repairs that Airline and City Representatives agree are reasonably necessary to restore the demised premises to a good overall operating level.

*Section 4.06. Access by City.* Airline shall allow City, its officers, agents or employees, free access to the demised premises for the purpose of examining the same to ascertain if Airline is performing its obligations hereunder with respect thereto.

*Section 4.07. Equal Opportunity.* Airline agrees that in performing under this agreement and other agreements with City it shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, age, or national origin, nor otherwise commit an unfair employment practice. Airline further agrees that this article will be incorporated by Airline in all contracts entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this agreement. Attention is called to Executive Order 11246 issued September 24, 1965, 3 CFR p. 567, 1966; The Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241 et sub.; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 1967, CH. 38, Secs. 13-1 to 13-4 inclusive; July 8, 1933, Ill. Rev. Stat. 1967, CH. 29, Secs. 17 to 24 inclusive; and July 21, 1961, Ill. Rev. Stat. 1967, CH. 48, Secs. 851 to 866 inclusive, and July 26, 1967, Ill. Rev. Stat. 1967, CH. 48, Secs. 881 to 887 inclusive, and an ordinance passed by the City Council of the City of Chicago, August 21, 1945, page 3877 of the Journal of the Proceedings.

### *Article V*

*Section 5.01. Maintenance and Operation.* City shall operate and maintain, in all respects in a manner consistent with that of a reasonably prudent operator of an airport and keep in good condition and repair (including the removal of snow, vegetation, stones and other foreign matter as reasonably as may be done) all facilities and equipment now or hereafter provided by City, at or in connection with or serving the demised premises.

*Section 5.02. Quiet Enjoyment.* City agrees that Airline, performing its obligations hereunder, shall be entitled to and shall have the quiet possession and enjoyment of the premises, rights and privileges leased to it hereunder, subject, however, to the provisions hereof.

*Section 5.03. Performance by Airline upon failure of City to maintain and operate.* In the event City fails to perform, for a period of thirty (30) days after notice from Airline so to do, any obligation required to be performed by City, Airline may perform such obligation of City and deduct the cost to Airline of such performance from any amounts due hereunder or otherwise from Airline to City; provided, however, that if City's failure to perform any such obligation endangers the safety of Airline's operations at the Airport and Airline so states in its notice to City, Airline may perform such obligation of City at any time after the giving of such notice and deduct, as aforesaid, its cost of such performance. City, however, shall not be liable to Airline for any loss of revenues to Airline resulting from any of City's acts, omissions or neglect in the maintenance and operation by it of the Airport or any facilities now or hereafter connected therewith.

### *Article VI*

Airline agrees to indemnify City and keep in force insurance insuring Airline and City as provided in Article X of the Airport Use Agreement.

Airline shall, at its own expense, keep in force insurance upon buildings and improvements which are of a character customarily insured and which are at any time located on the demised premises or constructed or installed by Airline, pursuant to any right granted to it hereunder, on any area off the demised premises. Such insurance shall (a) be issued by a company or companies of sound and adequate financial responsibility, (b) name City and Airline as assureds thereunder as their respective interests may appear, (c) be in an amount equal to ninety percent (90%) of the insurable value of such buildings and improvements, and (d) cover such hazards as are insured against by fire and extended coverage insurance of the character customarily in force at the time in the area of Chicago, Illinois, upon buildings and improvements of similar character, and such other hazards as would normally be insured against under similar circumstances by a reasonably prudent owner of such buildings and improvements. Airline shall furnish to City certificates evidencing such insurance.

Should any building or improvement located on the demised premises or constructed or installed by Airline, pursuant to any right granted to it hereunder, on any area off the demised premises, be damaged or destroyed and any insurance proceeds are payable by reason thereof, Airline shall, with due diligence, use such insurance proceeds for the repair of such damage or destruction in conformity, insofar as practicable, with the original plans and specifications of such damaged or destroyed building or improvement, subject to any modifications of such plans and specifications agreed to by the Commissioner of Aviation and the Commissioner of Public Works and Airline, it being understood, however, that Airline shall not be required to expend for such repair an amount in excess of such insurance proceeds paid. In the event the damage or destruction is not capable of being repaired within 120 days after the date thereof, either because of insufficiency of such insurance proceeds or otherwise, Airline may, by notice to City given within 60 days after such damage or destruction, elect not to repair the same and in such event, Airline shall cause such building or improvement to be demolished to the ground level and the debris removed, using any insurance proceeds for such purpose. Any insurance proceeds shall be made available to Airline for such repair or such demolition and removal. Any balance of such insurance proceeds, remaining after such repair or demolition and removal, shall be divided between City and Airline, and shall be made available to them, as their respective interests may appear. In the event Airline shall, in accordance with the foregoing provisions, give notice to City of Airline's election not to repair any damage or destruction not capable of being repaired as aforesaid, then Airline may at the same time and by further notice to City elect to terminate this Lease on the date of giving of such notice, which termination, however, shall not affect the rights and obligations of City and Airline under this paragraph.

### *Article VII*

The following Articles of the Airport Use Agreement are hereby incorporated into this Agreement and made a part hereof, and shall be applicable to the rights and privileges granted and to the premises demised to Airline by City under this Lease: Articles VIII, IX, X, XI, XII, XIII, XIV, XV, and XVI.

In Witness Whereof, the City of Chicago has caused this Lease to be executed on its behalf by its Mayor, pursuant to due authorization of the City Council of the City of Chicago, and its seal to be hereunto affixed and attested by the City Clerk of the City of Chicago and................................................ has caused this instrument to be executed on its behalf by its........................................President and its corporate seal to be hereunto affixed and attested by its.........................................Secretary, pursuant to due authorization of its Board of Directors, all as of the day and year first above written.

[Signature forms and Exhibit "A" omitted]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### Execution of License Agreement Authorized with Oak Park National Bank (as Trustee) for Operation and Maintenance of Existing Approach Light Pole at Chicago Midway Airport.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, to authorize the execution of a License Agreement with Oak Park National Bank (as Trustee) for operation and maintenance of an existing Approach Light Pole at Chicago Midway Airport.

On motion of Alderman Keane the said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, McCutcheon, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling —45.

*Nays*—None.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City Comptroller and the Commissioner of Aviation, subject to the approval of the Corporation Counsel as to form and legality, are authorized to execute on behalf of the City of Chicago a License Agreement with the Oak Park National Bank, T/U/T No. 8465, said agreement to be in substantially the following form:

AGREEMENT

This Agreement, made this 17th day of February, 1969 by and between Oak Park National Bank, as Trustee under its Trust No. 8465 and not individually, its Successors, assigns and grantees, hereinafter called the Licensor, and the City of Chicago, a municipal corporation of the State of Illinois, and its assigns, hereinafter called the Licensee, witnesseth:

That, for and in consideration of the sum of two thousand dollars ($2,000.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual covenants, promises, and agreements herein made, the Licensor hereby grants to the Licensee a license to construct, operate, maintain, renew, and remove two steel light standard poles and electrical transmission lines on, across and over the property of the Licensor at the following location viz:

> Lot 36 (except the South 200 feet) in Subdivision by Executor of Thomas Suffern of the South East Quarter of Section 8, Township 38 North, Range 13 East of the Third Principal Meridian, lying South of Center of Archer Avenue,

in the County of Cook, State of Illinois, as shown on Civil Aeronautics Administration, Department of Commerce Plat No. 3-E-4534-1, dated August 3, 1956, attached hereto marked Exhibit "A" and made a part hereof, for use in connection with Midway Airport high intensity light line approach system and upon the following terms, provisions, and conditions:

All installations placed upon said property by the Licensee shall be and remain the property of the Licensee and may be removed therefrom by the Licensee at any time.

The construction, operation, maintenance, renewal, and removal of said installations shall be accomplished by the Licensee at its sole cost and expense.

In the event of any future construction on the property of the Licensor necessitating changes in said installations, the Licensee will make such changes in its installations as may be necessary in connection with said construction.

The Licensor shall not be liable for damages to property or injuries to persons arising from the constructions, operation, maintenance, renewal, or removal of said installations by the Licensee.

This Agreement, with the rights and privileges herein granted, shall extend for the term from February 10, 1968 and terminating on the 9th day of February 1978, and shall be subject to cancellation or termination by either party upon 30 days written notice to the other party in the event the terms and conditions hereof are not fulfilled or in the event the Licensee abandons the use of the premises for the purpose herein granted.

The Licensee hereby covenants and agrees that on or before the termination of this license, it will remove said installations and the appurtenances connected therewith from the premises of the Licensor and restore said premises to the condition existing at the time of entering upon the same under this license, reasonable and ordinary wear and tear and damages by the elements or by circumstances over which the Licensee has no control excepted.

Licensee shall have the right and privilege of assigning this license to the United States Government, Department of Commerce, Civil Aeronautics Administration.

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary, notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Licensor while in form purporting (except as herein otherwise expressed) to be the representations, covenants, undertakings and agreements of the Licensor are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by the Licensor or for the purpose or with the intention of binding said Licensor personally but are made and intended for the purpose of binding only that portion of the trust property specifically licensed hereunder, and this license is executed and delivered by said Licensor not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforcible against the Oak Park National Bank on account of this license or on account of any representation, covenant, undertaking or agreement of the said Licensor in this license contained, either expressed or implied, all such personal liability, if any, being expressly waived and released by the Licensee herein and by all persons claiming by, through or under said Licensee.

In Witness Whereof, the parties hereto have executed these presents in triplicate originals this 17th day of February, 1969.

[Signature forms, Acknowledgment and Exhibit "A" omitted]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### Execution of License Agreement Authorized with American Oil Co. for Underground Petroleum Pipeline at Chicago-O'Hare International Airport.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, to authorize execution of License Agreement with American Oil Company for underground petroleum pipeline at Chicago-O'Hare International Airport.

On motion of Alderman Keane the said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, McCutcheon, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—45.

*Nays*—None.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Aviation and the City Comptroller, subject to approval as to form and legality of the Corporation Counsel, are authorized to execute in behalf of the City of Chicago an agreement with American Oil Company, at Chicago-O'Hare International Airport, said agreement to be in substantially the following form:

This Agreement made and entered into this..... day of .............., 19..., by and between the City of Chicago, a municipal corporation of the State of Illinois (hereinafter called "Licensor") and American Oil Company, a corporation created under and by virtue of the laws of the State of Maryland (hereinafter called "Licensee").

WITNESSETH:

In consideration of the mutual covenants hereinafter stated, the parties hereto agree as follows:

The Licensor hereby grants to the Licensee a license to occupy and use, subject to all of the terms and conditions hereinafter stated, certain properties located in

Section 1, Township 40 North, Range 11 East of the Third Principal Meridian, in DuPage County, Illinois, and in

Section 36, Township 41 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois,

said properties being specifically described and designated in red on the plat attached hereto as Exhibit "A" and by this reference made a part hereof.

The properties may be occupied and used by the Licensee solely for the installation of an underground petroleum pipe line during the period commencing on the 6th day of April, 1969 and terminating on the 5th day of April, 1979, unless said agreement is otherwise terminated as hereinafter provided.

The Licensee shall pay the Licensor for this license the sum of one thousand five hundred eighty-one and no/100 dollars ($1,581.00) per annum, predicated upon a rate of one hundred dollars ($100.00) for the first fifty (50) lineal feet of pipe line and one dollar ($1.00) for each additional lineal foot or fraction thereof per annum, traversing along, through, and under, properties owned by the Licensor. The first payment shall be made on the date of this agreement and subsequent payments shall be made on the anniversary day of said date thereafter during the continuation of this agreement.

All installations placed upon properties by the Licensee shall be and remain the property of the Licensee. The construction, operation, maintenance, renewal and removal of said installations shall be accomplished by the Licensee at its sole cost and expense, in such manner as will, upon completion of the installation, at all times enable the Licensor to use the surface of the properties.

In the event, after the completion of the installation and throughout the term of this agreement, if, in Licensor's sole determination, said pipe line must be relocated horizontally, vertically or otherwise, Licensee agrees that it will, upon receipt of written notice, relocate its installations as directed in said notice and at its sole cost and expense.

Licensor shall not be liable for damages to property or injuries to persons arising from the construction, operation, maintenance, renewal or removal of said installations by the Licensee.

Licensee agrees that it will assume the defense of any action in which the City of Chicago may be made a Party-Defendant arising out of and in connection with the installations.

Licensee further agrees that it will at all times carry insurance, naming the City of Chicago co-assured thereunder, in such amounts and types as may be satisfactory to the City Comptroller of the City of Chicago. Certificates of said insurance shall be delivered to and held by the City Comptroller.

It is understood that the permission herein granted is in no way to be construed by Licensee as permission to otherwise enter upon the Licensor's other properties for any purpose whatsoever, it being further understood that Licensee will not attempt to serve its customers or to otherwise deliver petroleum products from said pipe line to the properties owned by the City of Chicago, whether demised to others or not, without the prior written permission of the Licensor.

This agreement, with the rights and privileges herein granted, may be terminated by either party upon 30 days written notice to the other party, in the event the terms and conditions hereof are not fulfilled, or in the further event the Licensee abandons the use of the properties herein granted.

The Licensee hereby covenants and agrees that on or before the termination of this license it will remove said installations from the properties of the Licensor and restore said properties to the condition existing at the time of entering upon the same under this license.

Any notice mailed, addressed to the Licensee at 910 S. Michigan Avenue, Chicago, Illinois, 60680, or delivered to the Licensee, shall be notice hereunder by the Licensor. Any notice mailed or delivered to the Commissioner of Aviation and the City Comptroller, City Hall, Chicago, Illinois, 60602, shall be notice by the Licensee hereunder unless and until the Licensor shall designate a different representative or address.

Execution of this agreement authorized by ordinance of the City Council of the City of Chicago passed on the ......... day of ............. A.D. 1969. (C.J.P. pp. ..................).

In Witness Whereof, the parties hereto have caused this instrument to be executed under their respective seals on the day and year first above written.

[Signature forms and Exhibit "A" omitted]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

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## Acceptance of Avigation Easement from Chicago Title and Trust Co. (as Trustee) Granting Unobstructed Flight for Aircraft Landing, Taking Off or Maneuvering about Chicago-O'Hare International Airport.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City Comptroller is authorized to accept and file for record an easement over lands legally described as follows:

> That part of the South 687.02 feet of the Southwest Quarter of Section 3, Township 40 North, Range 12 East of the Third Principal Meridian, lying West of a line described as beginning at a point in the South line of the Southwest Quarter of said Section 3, 200 feet West of the Southeast corner of said Southwest Quarter; thence Northerly to a point in the North line of said South 687.02 feet which is 300.64 feet West of the East line of said Southwest Quarter and lying Northerly of a line 33 feet North of and parallel to the South line of the Southwest Quarter of said Section 3 and lying Easterly of the following described line: Beginning at a point in a line 100 feet Southeasterly from and parallel to the center line of River Road, said point being 33 feet North of the South line of the Southwest Quarter aforesaid (as measured at right angles thereto); thence extending Northeasterly on said parallel line 67.45 feet to a point; thence continuing Northeasterly to a point, said point being 189.54 feet North of the South line of said Southwest Quarter (measured at right angles thereto) from a point 192.74 feet East of the center line of River Road (as measured on said South line); thence continuing Northeasterly to a point 407 feet North of the South line of said Southwest Quarter (measured at right angles thereto) from a point 646 feet East of the center line of River Road (as measured on said South line); thence continuing Northeasterly to a point in the North line of the South 687.02 feet aforesaid 585 feet West of the East line of the Southwest Quarter aforesaid (as measured on said North line), in Cook County, Illinois,

wherein the City of Chicago is Grantee and the Chicago Title and Trust Company as Trustee under Trust No. 47711 is Grantor.

### AVIGATION EASEMENT

This Indenture, made this .... day of ............... A. D. 1969, by and between Chicago Title and Trust Company, an Illinois Corporation, not personally but as Trustee under Trust Number 47711, hereinafter referred to as Grantor, and City of Chicago, a municipal corporation organized and existing under the laws of the State of Illinois, hereinafter referred to as Grantee.

WITNESSETH:

Whereas, The Grantee is the owner and operator of Chicago - O'Hare International Airport, situated in the Counties of Cook and Du Page, State of Illinois, and in close proximity to the land of the Grantor as hereinafter described; and

Whereas, Grantee desires to obtain and preserve for the use and benefit of the public a right of free and unobstructed flight for aircraft landing upon, taking off from, or maneuvering about the said airport;

Now, Therefore, for and in consideration of the sum of one dollar ($1.00) and other good and valuable consideration, the receipt whereof by the Grantor is hereby acknowledged, the Grantor does hereby grant, bargain, sell, and convey unto the Grantee, its successors and assigns, for the benefit of the general public at large, an easement and right-of-way for the free unobstructed passage of aircraft of whatever type or nature, by whomsoever owned or operated, in and through the air space over and across those parts of the Grantor's said lands which are bounded and described as follows:

> That part of the South 687.02 feet of the Southwest Quarter of Section 3, Township 40 North, Range 12 East of the Third Principal Meridian, lying West of a line described as beginning at a point in the South line of the Southwest Quarter of said Section 3, 200 feet West of the Southeast corner of said Southwest Quarter; thence Northerly to a point in the North line of said South 687.02 feet which is 300.64 feet West of the East line of said Southwest Quarter and lying Northerly of a line 33 feet North of and parallel to the South line of the Southwest Quarter of said Section 3 and lying Easterly of the following described line: Beginning at a point in a line 100 feet Southeasterly from and parallel to the center line of River Road, said point being 33 feet North of the South line of the Southwest Quarter aforesaid (as measured at right angles thereto); thence extending Northeasterly on said parallel line 67.45 feet to a point; thence continuing Northeasterly to a point, said point being 189.54 feet North of the South line of said Southwest Quarter (measured at right angles thereto) from a point 192.74 feet East of the center line of River Road (as measured on said South line); thence continuing Northeasterly to a point 407 feet North of the South line of said Southwest Quarter (measured at right angles thereto), from a point 646 feet East of the center line of River Road (as measured on said South line); thence continuing Northeasterly to a point in the North line of the South 687.02 feet aforesaid 585 feet West of the East line of the Southwest Quarter aforesaid (as measured on said North line), in Cook County, Illinois,

Provided, however, that the air space in which the said easement and right-of-way is herein granted shall be that which lies above an elevation of 150 feet above grade level, and which is 778 feet above mean sea level as established by the United States Geological Survey. And in furtherance of the said easement and right-of-way, the Grantor, for the consideration herein above set forth, does hereby grant and convey to the Grantee, its successors and assigns, a continuing right to keep the air space above the aforesaid heights free and clear from any and all fences, crops, trees, poles, buildings, and other obstructions of any kind or nature whatsoever which now extend, or which may at any time in the future extend, above the aforesaid heights of land, together with the right of ingress to, egress from and passage over the land of the Grantor first above described for the purpose of affecting and maintaining such clearance and of removing any and all obstructions which now or may hereafter extend above the said heights.

To Have and To Hold Said Easement and all rights appertaining thereto unto the Grantee, its successors and assigns, until said airport shall be abandoned and shall cease to be used for airport purposes.

And for the consideration hereinabove set forth, the Grantor, hereby covenants, both for itself and its heirs, executors, administrators, and assigns, for and during the life of the easement as follows:

(a) Grantor shall not hereafter construct nor permit nor suffer to remain upon said land any obstruction that extends above the heights aforesaid.

(b) Grantor shall not hereafter use or permit or suffer use of the land first above described in such a manner as to create electrical or electronic interference with radio communication or radar operation between the installation upon Chicago-O'Hare International Airport, and aircraft or as to make it difficult for flyers to distiguish between airport lights and others; or as to result in glare in the eyes of flyers using the said airport, or as to impair visibility in the vicinity of the airport, or as otherwise to endanger the landing, taking-off, or maneuvering of aircraft and the aforesaid covenants and agreements shall run with the land of the Grantor, as hereinabove described, for the benefit of the Grantee, and its successors and assigns, in the ownership and operation of the aforesaid Chicago-O'Hare International Airport.

(c) Grantor does hereby fully waive, demise, and release any right or cause of action which they may now have or which they have in the future against the Grantee, its successors and assigns, due to aircraft noise, vibrations, fumes, dust, fuel particles, and all other effects that may be caused or may have been caused by the operation of aircraft.

(d) Grantor shall not hereafter construct or permit others to construct upon said land any other building or other obstruction that would be inconsistent with the criteria established in Title 14 Code of Federal Regulations Part 77.27, as related to proposed runway 4R-22L as presently planned including the future extension thereof.

In Witness Whereof, the grantor has hereunto set its hand and seal the day and year first above written.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, McCutcheon, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—45.

*Nays*—None.

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### Authority Granted for Approval of Assignment and Assumption of Leasehold between Dobbs Houses Division, Beech-Nut Life Savers, Inc. to Beech-Nut, Inc. at Chicago Midway Airport.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Aviation and the City Comptroller, subject to approval as to form and legality of the Corporation Counsel, are authorized to approve on behalf of the City of Chicago an assignment and assumption of a certain leasehold at Chicago Midway Airport between the City of Chicago and Dobbs Houses Division, Beech-Nut Life Savers, Inc. from Dobbs Houses Division, Beech-Nut Life Savers, Inc. to Beech-Nut, Inc., said agreement to be in substantially the following form:

ASSIGNMENT OF LEASE

Know that, Beech-Nut Life Savers, Inc., a New York corporation having an office in Memphis, Tennessee (the Assignor), in consideration of the sum of one dollar ($1.00) and other good and valuable consideration paid by Beech-Nut, Inc., a Delaware corporation, having an office at 460 Park Avenue, New York, New York (the Assignee), hereby assigns unto the Assignee a certain lease (the Lease), dated May 11, 1967, made by the City of Chicago, landlord, to Dobbs Houses Division, Beech-Nut Life Savers, Inc., tenant, covering premises located at Chicago Midway Airport, City of Chicago, Counties of Cook and DuPage, State of Illinois, as more particularly described in the Lease.

To Have and To Hold the same unto the Assignee, its successors and assigns, effective the date of the merger between Beech-Nut Life Savers, Inc. and Beech-Nut, Inc., for all the rest of the term of the Lease, subject to the covenants, conditions and limitations therein contained.

The Assignor represents to the Assignee and to the said landlord that there are no claims or liens against the Lease hereby being assigned and that the Assignor has full right and authority to assign and transfer the Lease.

In Witness Whereof, the Assignor has executed this Assignment as of January 15, 1968.

ASSUMPTION OF LEASE

Know That, Beech-Nut, Inc., a Delaware corporation, having an office at 460 Park Avenue, New York, New York, the assignee named in a certain assignment of lease dated as of January 15. 1968, made by Beech-Nut Life Savers, Inc., the assignor, hereby accepts assignment of that certain lease dated May 11, 1967, by and between the City of Chicago, as landlord, and Beech-Nut Life Savers, Inc., as tenant, covering premises located at Chicago Midway Airport, City of Chicago, Counties of Cook and DuPage, State of Illinois, as more particularly described in said lease, and in consideration of assignment, hereby assumes and agrees to perform and comply with all of the covenants and conditions of said lease to be performed or complied with by the tenant on and after Janauary 15, 1968, the effective date of said assignment.

In Witness Whereof, Beech-Nut, Inc. has executed this Assumption as of January 15, 1968.

[Signature forms omitted]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, McCutcheon, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—45.

*Nays*—None.

## Authority Granted for Approval of Assignment and Assumption of Leasehold between Beech-Nut Life Savers, Inc. from Beech-Nut Life Savers, Inc. to Beech-Nut, Inc. at Chicago-O'Hare International Airport.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Aviation and the City Comptroller, subject to approval as to form and legality of the Corporation Counsel, are authorized to approve on behalf of the City of Chicago an assignment and assumption of a certain lease-hold at Chicago-O'Hare International Airport between the City of Chicago and Beech-Nut Life Savers, Inc. from Beech-Nut Life Savers, Inc. to Beech-Nut, Inc., said agreement to be in substantially the following form:

### ASSIGNMENT OF LEASE

Know That, Beech-Nut Life Savers, Inc., a New York corporation having an office in Memphis, Tennessee (the Assignor), in consideration of the sum of one dollar ($1.00) and other good and valuable consideration paid by Beech-Nut, Inc., a Delaware corporation, having an office at 460 Park Avenue, New York, New York (the Assignee), hereby assigns unto the Assignee a certain lease (the Lease), dated July 1, 1963, made by the City of Chicago, landlord, to Beech-Nut Life Savers, Inc., tenant, covering premises located at Chicago-O'Hare International Airport, City of Chicago, Counties of Cook and DuPage, State of Illinois, as more particularly described in the Lease.

To Have and to Hold the same unto the Assignee, its successors and assigns, effective the date of the merger between Beech-Nut Life Savers, Inc. and Beech-Nut, Inc., for all the rest of the term of the Lease, subject to the covenants, conditions and limitations therein contained.

The Assignor represents to the Assignee and to the said landlord that there are no claims or liens against the Lease hereby being assigned and that the Assignor has full right and authority to assign and transfer the Lease.

In Witness Whereof, the Assignor has executed this Assignment as of January 15, 1968.

### ASSUMPTION OF LEASE

Know That, Beech-Nut, Inc., a Delaware corporation, having an office at 460 Park Avenue, New York, the assignee named in a certain assignment of lease dated as of January 15. 1968, made by Beech-Nut Life Savers, Inc., the assignor, hereby accepts assignment of that certain lease dated July 1, 1963, by and between the City of Chicago, as landlord, and Beech-Nut Life Savers, Inc., as tenant, covering premises located at Chicago-O'Hare International Airport, City of Chicago, Counties of Cook and DuPage, State of Illinois, as more particularly described in said lease, and in consideration of said assignment and of the consent of the said landlord to said assignment, hereby assumes and agrees to perform and comply with all of the covenants and conditions of said lease to be performed or complied with by the tenant on and after January 15, 1968, the effective date of said assignment.

In Witness Whereof, Beech-Nut, Inc. has executed this Assumption as of January 15, 1968.

[Signature forms omitted]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, McCutcheon, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—45.

*Nays*—None.

## City Comptroller Authorized to Execute Leases of Certain Properties for Municipal Purposes.

The Committee on Finance submitted a report recommending that the City Council pass five proposed ordinances transmitted therewith, to authorize the City Comptroller to lease specified parcels of property for use of City Departments and Agencies.

On separate motions made by Alderman Keane *each* of the said proposed ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, McCutcheon, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—45.

*Nays*—None.

Said ordinances as passed read respectively as follows (the Italic heading in each case not being a part of the ordinance):

### *Board of Health*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from Julius Walton (owner) for approximately 3,600 square feet of space in the building at No. 5635 S. Pulaski Road; such lease to be approved by the Commissioner of the Board of Health, and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease attached to this ordinance printed on page 5486 of this Council Journal]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Dept. of Human Resources Nos. 1507 and 1531 N. Clybourn Ave.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from the Chicago Housing Authority, for approximately 3,000 square feet of space in the building known as the Thomas F. Flannery Apartments located at No. 1507 N. Clybourn Avenue and No. 1531 N. Clybourn Avenue; such lease to be approved by the Commissioner of the Department of Human Resources, and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

This Indenture made this 14th day of April, 1969, between the Chicago Housing Authority, a municipal corporation, hereinafter referred to as the Lessor, and City of Chicago, a municipal corporation, for use of Department of Human Resources —Division for Senior Citizens, hereinafter referred to as Lessee,

WITNESSETH:

Lessor does hereby lease unto Lessee the following described property, hereinafter referred to as the Premises, situated in the City of Chicago, County of Cook, and State of Illinois:

> Various areas within the buildings located at No. 1507 N. Clybourn Avenue and No. 1531 N. Clybourn Avenue described in the Rider attached hereto and made a part hereof (3,000 sq. ft.).

To Have and to Hold the Premises for the term commencing on June 1, 1969, and expiring May 31, 1971, inclusive, at a rental of one dollar and no cents per year ($1.00), payable in advance on the first day of June of each year. Said rentals shall be paid at 55 West Cermak Road, Chicago, Illinois, or at such other place as Lessor shall from time to time appoint.

It is Further Expressly Understood and Agreed by the parties hereto, with reference to the tenancy created herein, as follows:

1. It is agreed and understood between the parties hereto that the rentals due under the terms of this lease are to be paid when allocated to the Department of Human Resources by the Federal Government and are not to be paid by or be a direct obligation of the City of Chicago.

2. Lessee shall operate and maintain a community service program of educational, cultural and recreational activities for persons 60 years of age and older in accordance with the standards set by the Welfare Council of Metropolitan Chicago or such other accredited bodies with which the Lessee may be affiliated on a local or national level.

3. Lessee shall plan and operate its program at the Premises so that it will not exclude any resident of the project or the community because of race, nationality or religious convictions.

4. Lessee shall have a paid staff person present at the Premises whenever Lessee's program is in operation.

5. Lessor shall recognize the autonomy of operations of program by Lessee and shall not interfere with the general programming to be undertaken by Lessee at the Premises.

6. The needs of the community shall be given consideration in the planning of the Lessee's program at the Premises, and pursuant thereto the parties agree that joint staff meetings shall be held at reasonable intervals between representatives of the Lessor and the Lessee, to facilitate mutual cooperation and to make possible regular re-examination of the effectiveness of the Lessee's program at the Premises.

7. Lessor shall furnish and supply to the Premises the following utilities and services: heat, water, gas and electricity, extermination services, replacement of light bulbs, window shades, and similar minor repairs of basic building maintenance. Lessor shall provide janitorial services.

8. Lessor shall provide maintenance of the exterior of the Premises. Lessee shall keep the interior of the Premises in a sanitary condition and shall be responsible for the abuse and destruction of property and equipment not due to ordinary wear and tear which occurs during the hours that Lessee operates its program.

9. Lessee shall not undertake any alterations or changes in the construction of the Premises, without prior written consent of Lessor.

10. Lessor, acting through its agents, representatives or employees, shall have the right to enter upon the Premises at any reasonable hours, for the purpose of making inspections.

11. Lessee shall indemnify Lessor and save it harmless from and against all liability, claims, damages and causes of action arising out of Lessee's possession, maintenance, use and operation of the Premises.

12. Lessee shall not rent, sublet or assign space in Premises without the written consent of the Lessor.

13. Lessee shall carry comprehensive public liability insurance while this lease is in effect, with Lessor's name as co-insured, in the amount of one hundred thousand dollars ($100,000) for injury to one person in any one accident, and two hundred thousand dollars ($200,000) for any number of persons in any one accident. Lessee shall furnish Lessor with appropriate evidence of such insurance coverage within ten (10) days following the execution of this lease, and within ten (10) days following the commencement of any renewal term.

14. This lease may be terminated at any time by either party giving the other at least thirty (30) days' prior written notice of such termination.

15. Any prior lease between the parties covering the above-described Premises is hereby terminated and cancelled.

In Witness Whereof, the parties hereto have hereunto affixed their hands on the day and year first above written.

(Continued on page 5487)

**This Agreement,** Made this ........ day of ........

A. D. 19 69, between Julius Walton (Owner)

........, as Lessor

and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

**Witnesseth:** That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit:

Approximately 3,600 square feet of space in the building at 5635 S. Pulaski Road, for a Mental Health Center, Board of Health.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of April A. D. 19 69, and ending on the 31st day of March A. D. 1972. Lessee has the right to terminate this lease upon thirty days' prior notice ........ and the right to renew this lease for a further period of two three year options. ~~on the same terms and rental, by giving to the Lessor ..., in either case ........ days' written notice of its election so to do.~~

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at 307 N. Michigan Avenue - 60601 ........ or at such other place as the Lessor from time to time in writing may appoint.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of Seven Hundred and no/100 - - - - - - - - - - - - - - - ($ 700.00) Dollars per month, payable in advance on the first day of each calendar month by the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessor's own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

Lessor will provide heat, hot water and air-conditioning.

Lessee will furnish electricity and plate glass insurance.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

**In Witness Whereof,** this lease is signed by or on behalf of the parties hereto the day and year first above written.

[Signature forms omitted]

(Continued from page 5485)

### RIDER TO LEASE

Lessor: Chicago Housing Authority
Lessee: City of Chicago (For use of Department of Human Resources) (Division for Senior Citizens)
Premises: 1507 North Clybourn Avenue
1531 North Clybourn Avenue
Chicago, Illinois

In accordance with the terms of the above-described Agreement, Lessor does hereby lease unto Lessee the following described property, hereinafter referred to as the Premises, situated in the City of Chicago, County of Cook, and State of Illinois;

Two rooms in the recreational areas of the first floor in the building located at No. 1507 N. Clybourn Avenue, Chicago, Illinois, consisting of approximately 1,400 square feet; space is also provided for general and private office use on the first floor;

Two rooms in the area of the enclosed roof of the building located at No. 1507 N. Clybourn Avenue, Chicago, Illinois, consisting of approximately 800 square feet;

Two rooms in the area of the enclosed roof of the building located at No. 1531 N. Clybourn Avenue, Chicago, Illinois, consisting of approximately 800 square feet;

Designated storage space in buildings located at No. 1507 N. Clybourn Avenue and No. 1531 N. Clybourn Avenue, Chicago, Illinois.

It is further agreed and understood by and between the parties hereto that the leased rooms within the enclosed roofs or solarium areas in the buildings located at 1507 North Clybourn Avenue and 1531 North Clybourn Avenue, Chicago, Illinois, shall remain open for the use of the tenants of those buildings after the regular closing hours of the Department of Human Resources (Division for Senior Citizens).

Dated at Chicago, Illinois this ........ day of ...................., 1969.

[Signature forms on Lease and Rider omitted]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Dept. of Human Resources, No. 1633 W. Madison St.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from the Chicago Housing Authority, for approximately 8,197 square feet of space in various areas within the building known as Patrick Sullivan Apartments located at No. 1633 W. Madison Street; such lease to be approved by the Commissioner of the Department of Human Resources, and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

This Indenture made this 14th day of April, 1969, between the Chicago Housing Authority, a municipal corporation, hereinafter referred to as the Lessor and City of Chicago, a municipal corporation (for use of Department of Human Resources—Division of Senior Citizens), hereinafter referred to as Lessee,

WITNESSETH:

Lessor does hereby lease unto Lessee the following described property, hereinafter referred to as the Premises, situated in the City of Chicago, County of Cook, and State of Illinois:

Various areas within the building located at No. 1633 W. Madison Street described in the rider attached hereto and made a part hereof (8,197 sq. ft.).

To Have and to Hold the Premises for the term commencing on June 1, 1969, and expiring May 31, 1971, inclusive, at a rental of one dollar and no cents per year ($1.00), payable in advance on the first day of June, of each year. Said rental shall be paid at 55 West Cermak Road, Chicago, Illinois, or at such other place as Lessor shall from time to time appoint.

It is Further Expressly Understood and Agreed by the parties hereto, with reference to the tenancy created herein, as follows:

1. It is agreed and understood between the parties hereto that the rentals due under the terms of this lease are to be paid when allocated to the Department of Human Resources by the Federal Government and are not to be paid by or be a direct obligation of the City of Chicago.

2. Lessee shall operate and maintain a community service program of educational, cultural and recreational activities for persons 60 years of age and older in accordance with the standards set by the Welfare Council of Metropolitan Chicago or such other accredited bodies with which the Lessee may be affiliated on a local or national level.

3. Lessee shall plan and operate its program at the Premises so that it will not exclude any resident of the project or the community because of race, nationality or religious convictions.

4. Lessee shall have a paid staff person present at the premises whenever Lessee's program is in operation.

5. Lessor shall recognize the autonomy of operations of program by Lessee and shall not interfere with the general programming to be undertaken by Lessee at the Premises.

6. The needs of the community shall be given consideration in the planning of the Lessee's program at the Premises, and pursuant thereto the parties agree that joint staff meeting shall be held at reasonable intervals between representatives of the Lessor and the Lessee, to facilitate mutual cooperation and to make possible regular re-examination of the effectiveness of the Lessee's program to the Premises.

7. Lessor shall furnish and supply to the Premises the following utilities and services: heat, water, gas and electricity, extermination services, replacement of light bulbs, window shades, and similar minor repairs of basic building maintenance. Lessor shall provide janitorial services.

8. Lessor shall provide maintenance of the exterior of the Premises. Lessee shall keep the interior of the Premises in a sanitary condition and shall be responsible for the abuse and destruction of property and equipment not due to ordinary wear and tear which occurs during the hours that Lessee operates its program.

9. Lessee shall not undertake any alterations or changes in the construction of the Premises, without prior written consent of Lessor.

10. Lessor, acting through its agents, representatives or employees, shall have the right to enter upon the Premises at any reasonable hours, for the purpose of making inspections.

11. Lessee shall indemnify Lessor and save it harmless from and against all liability, claims,

damages and causes of action arising out of Lessee's possession, maintenance, use and operation of the Premises.

12. Lessee shall not rent, sublet or assign space in the Premises without the written consent of the Lessor.

13. Lessee shall carry comprehensive public liability insurance while this lease is in effect, with Lessor's name as co-insured, in the amount of One Hundred Thousand Dollars ($100,000) for injury to one person in any one accident, and Two Hundred Thousand Dollars ($200,000) for any number of persons in any one accident. Lessee shall furnish Lessor with appropriate evidence of such insurance coverage within ten (10) days following the execution of this lease, and within ten (10) days following the commencement of any renewal term.

14. This lease may be terminated at any time by either party giving the other at least thirty (30) days' prior written notice of such termination.

15. Any prior lease between the parties covering the above-described Premises is hereby terminated and cancelled.

In Witness Whereof, the parties hereto have hereunto affixed their hands on the day and year first above written.

RIDER TO LEASE

Lessor: Chicago Housing Authority
Lessee: City of Chicago (For use of Department of Human Resources) (Division for Senior Citizens)
Premises: 1633 West Madison Street Chicago, Illinois

In accordance with the terms of the above-described Agreement, Lessor does hereby lease unto Lessee the following described property hereinafter referred to as the Premises, situated in the City of Chicago, County of Cook, and State of Illinois:

> Seven rooms in the recreational area of the first floor, and two rooms in the area of the enclosed roof (consisting of 8,197 square feet), all located in the building at No. 1633 W. Madison Street, Chicago, Illinois.

It is further agreed and understood by and between the parties hereto that the leased rooms within the enclosed roof or solarium area shall remain open for the use of the tenants of the building after the regular closing hours of the Department of Human Resources (Division for Senior Citizens).

Dated at Chicago, Illinois this ........ day of ......................., 1969.

[Signature forms on Lease and Rider omitted]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Dept. of Human Resources, Nos. 3146 and 3216 S. Wentworth Av.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from The Chicago Housing Authority, for approximately 2,350 square feet of space in various areas within the building known as Armour Square Apartments located at No. 3146 S. Wentworth Avenue and No. 3216 S. Wentworth Avenue; such lease to be approved by the Commissioner of the Department of Human Resources, and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

This Indenture made this 14th day of April, 1969, between the Chicago Housing Authority, a municipal corporation, hereinafter referred to as the Lessor, and City of Chicago, a municipal corporation (for use of Department of Human Resources —Div. for Senior Citizens), hereinafter referred to as Lessee,

WITNESSETH:

Lessor does hereby lease unto Lessee the following described property, hereinafter referred to as the Premises, situated in the City of Chicago, County of Cook, and State of Illinois:

> Various areas within the building located at No. 3146 S. Wentworth Avenue and No. 3216 S. Wentworth Avenue described in the rider attached hereto and made a part hereof (2,350 sq. ft.).

To Have and To Hold the Premises for the term commencing on June 1, 1969, and expiring May 31, 1971 inclusive, at a rental of one dollar and no cents per year ($1.00), payable in advance on the 1st day of June of each year.

Said rentals shall be paid at 55 West Cermak Road, Chicago, Illinois, or at such other place as Lessor shall from time to time appoint.

It Is Further Expressly Understood and Agreed by the parties hereto, with reference to the tenancy created herein, as follows:

1. It is agreed and understood between the parties hereto that the rentals due under the terms of this lease are to be paid when allocated to the Department of Human Resources by the Federal Government and are not to be paid by or be a direct obligation of the City of Chicago.

2. Lessee shall operate and maintain a community service program for educational, cultural and recreational activities for persons 60 years of age and older in accordance with the standards set by the Welfare Council of Metropolitan Chicago or such other accredited bodies with which the Lessee may be affiliated on a local or national level.

3. Lessee shall plan and operate its program at the Premises so that it will not exclude any resident of the project or the community because of race, nationality or religious convictions.

4. Lessee shall have a paid staff person present at the Premises whenever Lessee's program is in operation.

5. Lessor shall recognize the autonomy of operations of program by Lessee and shall not interfere with the general programming to be undertaken by Lessee at the Premises.

6. The needs of the community shall be given consideration in the planning of the Lessee's program at the Premises, and pursuant thereto the parties agree that joint staff meetings shall be held at reasonable intervals between representatives of the Lessor and the Lessee, to facilitate mutual cooperation and to make possible regular re-examination of the effectiveness of the Lessee's program at the Premises.

7. Lessor shall furnish and supply to the Premises the following utilities and services: heat, water, gas and electricity, extermination services, replacement of light bulbs, window shades, and similar minor repairs of basic building maintenance. Lessor shall provide janitorial services.

8. Lessor shall provide maintenance of the exterior of the Premises. Lessee shall keep the interior of the Premises in a sanitary condition and shall be responsible for the abuse and destruction of

property and equipment not due to ordinary wear and tear which occurs during the hours that Lessee operates its program.

9. Lessee shall not undertake any alterations or changes in the construction of the Premises, without prior written consent of Lessor.

10. Lessor, acting through its agents, representatives or employees, shall have the right to enter upon the Premises at any reasonable hours, for the purpose of making inspections.

11. Lessee shall indemnify Lessor and save it harmless from and against all liability, claims, damages and causes of action arising out of Lessee's possession, maintenance, use and operation of the Premises.

12. Lessee shall not rent, sublet or assign space in the Premises without the written consent of the Lessor.

13. Lessee shall carry comprehensive public liability insurance while this lease is in effect, with Lessor's name as co-insured, in the amount of One Hundred Thousand Dollars ($100,000) for injury to one person in any one accident, and Two Hundred Thousand Dollars ($200,000) for any number of persons in any one accident. Lessee shall furnish Lessor with appropriate evidence of such insurance coverage within ten (10) days following the execution of this lease, and within ten (10) days following the commencement of any renewal term.

14. This lease may be terminated at any time by either party giving the other at least thirty (30) days' prior written notice of such termination.

15. Any prior lease between the parties covering the above-described Premises is hereby terminated and cancelled.

In Witness Whereof, the parties hereto have hereunto affixed their hands on the day and year first above written.

RIDER TO LEASE

| | |
|---|---|
| Lessor: | Chicago Housing Authority |
| Lessee: | City of Chicago (For use of Department of Human Resources) (Division for Senior Citizens) |
| Premises: | 3146 S. Wentworth Avenue<br>3216 S. Wentworth Avenue<br>Chicago, Illinois |

In accordance with the terms of the above-described Agreement, Lessor does hereby lease unto Lessee the following described property, hereinafter referred to as the Premises, situated in the City of Chicago, County of Cook, and State of Illinois:

Two rooms in the recreational areas of the first floor (approximately 1,300 square feet) and one (1) office in the building located at No. 3146 S. Wentworth Avenue, Chicago, Illinois;

Two rooms in the areas of the enclosed roof of the building located at No. 3146 S. Wentworth Avenue, Chicago, Illinois, consisting of approximately 800 square feet;

Two rooms in the area of the enclosed roof of the building located at No. 3216 S. Wentworth Avenue, Chicago, Illinois, consisting of approximately 800 square feet;

Designated storage space in buildings located at No. 3146 S. Wentworth Avenue and No. 3216 S. Wentworth Avenue, Chicago, Illinois.

It is further agreed and understood by and between the parties hereto that the leased rooms within the enclosed roofs or solarium areas in the buildings located at 3146 South Wentworth Avenue and 3216 South Wentworth Avenue, Chicago, Illinois, shall remain open for the use of the tenants of those buildings after the regular closing hours of the Department of Human Resources (Division for Senior Citizens).

Dated at Chicago, Illinois this ........ day of ........................, 1969.

[Signature forms on Lease and Rider omitted]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

*Forty-Second Ward Ward Office*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from Mary Raviolo, for approximately 1,875 square feet of space on first floor store and basement and also space in rear of premises located at No. 300 W. Division Street; such lease to be approved by the Commissioner of the Department of Streets and Sanitation, and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease attached to this ordinance printed on page 5490 of this Council Journal]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

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## City Comptroller Authorized to Execute Lease of Space to Style Exhibitors, Inc. for Trade Show at Navy Pier.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, to authorize the City Comptroller to execute a lease of space to Style Exhibitors, Inc. for a Trade Show in Exhibition Halls at Navy Pier.

On motion of Alderman Keane the said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, McCutcheon, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling —45.

*Nays*—None.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Port Director and the City Comptroller, subject to approval as to form and legality of the Corporation Counsel are authorized to execute in behalf of the City of Chicago an agreement with Style Exhibitors, Inc., No. 222 W. Adams Street, Chicago, Illinois, said agreement to be in substantially the following form:

This Agreement made this 11th day of April, A.D. 1969, between the City of Chicago, a municipal corporation of the State of Illinois, hereinafter called "Landlord" and Style Exhibitors, Inc., a corporation organized and existing by virtue of the

(Continued on page 5491)

**This Agreement,** Made this.................... day of....................

A. D. 1969, between Mary Raviolo

...................., as Lessor

and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

**Witnesseth:** That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit:

Approximately 1,875 square feet of space on first floor store and basement in the building located at 300 W. Division Street, and space in rear of premises for three cars, two trucks, seven street sweepers, fifty drums and baskets, for Forty-second Ward Office, Department of Streets and Sanitation.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of June A. D. 19 69, and ending on the 31st day of May A. D. 1970. Lessee has the right to terminate this lease upon thirty days' prior written notice. ~~and the right to renew this lease for a further period of~~ ~~on the same terms and rental, by giving to the Lessor ----, in either case ---------- days' written notice of its election so to do.~~

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at 300 W. Division Street - 60610 or at such other place as the Lessor from time to time in writing may appoint.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of One Hundred and no/100 - - - - - - - - - - - - - - - - - - ($100.00) Dollars per month, payable in advance on the first day of each calendar month by the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at their own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

Lessee to furnish heat, light, plate glass insurance and Owners, Landlords and Tenants Liability Policy.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

**In Witness Whereof,** this lease is signed by or on behalf of the parties hereto the day and year first above written.

[Signature forms omitted]

(Continued from page 5489)

laws of the State of Illinois, hereinafter called "Tenant".

WITNESSETH:

That Landlord, for and in consideration of the terms and conditions, both general and special, hereinafter contained and made on the part of Tenant, does hereby grant to Tenant for use only by Tenant, the privileges hereinafter described on premises at Navy Pier, foot of Grand Avenue, Chicago, Illinois 60611, hereinafter called "Pier", a plat of said Pier being attached hereto.

This Agreement shall consist of three parts:

Part I —General Conditions

Part II —Special Conditions
numbered 1 to 5

Part III—Exhibits and Attachments

All constituting the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences, shall be implied or impressed upon such agreement that are not set forth herein at length.

## PART I—GENERAL CONDITIONS

### *Article I*

This agreement shall be subjected
and subordinate to:

(a) Any existing or future Federal or State Statute or any existing or future lease or agreement between Landlord and the United States or the State of Illinois, or political subdivisions thereof, relative to the development, construction, operation or maintenance of the Pier, the execution of which has been or may be required as a condition precedent to the expenditure of Federal, State or other public funds for the development, construction, operation or maintenance of said Pier.

(b) The right of Landlord to further develop, improve, maintain, modify and repair Pier, the facilities therein and the roadways and approaches thereto, as it so sees fit, regardless of the desires or views of the Tenant and without interference or hindrance by the Tenant.

### *Article II*

The Tenant shall not, without prior approval of Landlord, assign or transfer this agreement nor any share, part of interest therein, nor any of the rights or privileges granted hereby, nor enter into any contract requiring or permitting the doing of anything hereunder by an independent contractor unless otherwise expressly provided herein. Tenant further agrees that it shall not enter into any agreement of any nature, formal or informal, concerning other business activities at Pier, with any individual, partnership or corporation without prior approval of Landlord, it being understood that the only activity that Tenant may conduct directly or indirectly, alone or through others, on, upon or from said Pier and facilities located thereon, be they demised to others or under the control of Landlord, is as authorized under the terms of this agreement.

In the event of the issuance of this right or privilege to more than one individual or other legal entity (or to any combination thereof), then and in that event, each and every obligation or undertaking hereinstated to be fulfilled or performed by the Tenant shall be the joint and several obligation of each such individual or other legal entity.

If Tenant is a corporation and if the control thereof changes at any time during the term hereof, then Landlord may, at its option, declare such change a breach of this agreement.

It is mutually understood and agreed that nothing contained in this agreement is intended, or shall be construed, as in any wise creating or establishing the relationship of copartners or joint venturers between the parties hereto or as constituting the Tenant as the agent or representative of the Landlord for any purpose or in any manner whatsoever.

### *Article III*

Tenant has examined the premises prior to, and as a condition precedent to, the execution hereof and is satisfied with the physical condition of said premises, and its taking possession thereof will be conclusive evidence of its receipt of said premises in a safe, sanitary and sightly condition and in good repair.

### *Article IV*

Tenant shall not attach, affix, or permit to be attached or affixed, upon the premises, or if so attached or affixed, relocate, replace, alter or modify, without the consent in writing in each instance of the Port Director (hereinafter called "Director") first had and obtained, any flags, placards, signs, poles, wires, aerials, antennae, improvements or fixtures. In connection therewith Director may require submission of proposed designs, floor plans, construction plans, specifications and contract documents therefor and if then approved may incorporate all or part thereof within this agreement as attachments thereto.

### *Article V*

Tenant, at the expense of Tenant, shall keep the premises in a safe, sanitary and sightly condition and good repair and shall restore and yield the same back to Landlord upon the termination of this agreement in such condition and repair, ordinary wear and tear excepted, and if said premises shall not be so kept by Tenant, Landlord may enter the premises (without such entering causing or constituting a termination of the privilege or an interference with the possession of said premises by Tenant) and do all things necessary to restore said premises to the condition herein required, charging the cost and expense thereof to Tenant and Tenant agrees to pay Landlord, in addition to the rent and charges hereby reserved, all such costs and expenses.

### *Article VI*

Tenant covenants and agrees to keep said premises and improvements situated thereat free and clear of any and all liens in any way arising out of the use thereof by Tenant.

In addition to the rent and charges hereinafter outlined, Tenant shall pay all fees, charges, license fees and taxes of whatever nature, if necessary, as required by law or ordinance of the City of Chicago.

Tenant shall assume all risks incident to or in connection with the business to be conducted hereunder and shall be solely responsible for all accidents or injuries of whatever nature or kind to persons or property caused by its operations at said Pier and shall indemnify, defend and save harmless the Landlord, its authorized agents and representatives, from any penalties for violation of any law, ordinance or regulation affecting its operations, and from any and all claims, suits, losses, damages or injuries to persons or property of whatsoever kind or nature arising directly or indirectly out of the operation of such business, or resulting from the carelessness, negligence or improper conduct of the Landlord, Tenant, or any of their agents or employees.

Landlord shall not be liable to Tenant for damage to property of Tenant or any loss of revenues to Tenant resulting from Landlord's acts, omission or neglect in the maintenance and operation of the Pier facilities.

### *Article VII*

Tenant, at the expense of Tenant, shall keep in force, during the term of this agreement, insurance issued by responsible insurance companies, in forms, kinds and amounts as determined and directed by the Comptroller of the City of Chicago (hereinafter called "Comptroller") for the protection of Landlord and/or Tenant. Insurance requirements hereunder shall be subject to the sole determination of the Comptroller.

Said insurance may include, but need not be limited to, insurance coverages commonly known as, or similar in kind to, Public Liability, Products Liability, Property Damage, Fire and Extended Coverage, Workmen's Compensation, Scaffolding Act, and such other insurance coverage as deemed required in the sole determination of the Comptroller. All policies or endorsements thereto shall in all cases where possible name Landlord as co-insured thereunder.

Upon approval by said Comptroller of all insurance required, in the form, kinds and amounts directed to be procured, Tenant shall deliver all policy originals or duplicate originals and endorsements thereto to the Comptroller for incorporation within this agreement as attachment thereto. In any event, Tenant is not to commence to exercise any of the rights and privileges granted under this agreement until such time as all insurance directed and required to be furnished by Tenant is in full force and effect.

Tenant expressly understands and agrees that any insurance protection furnished by Tenant hereunder shall in no way limit its responsibility to indemnify and save harmless Landlord under the provisions of Article VI of this agreement.

### *Article VIII*

In the event the premises or the building of which the premises are a part shall be damaged or destroyed by fire or other casualty, the same may be promptly repaired or rebuilt by Landlord at its expense as soon as funds are available but Landlord shall not be obligated to repair, rebuild, restore or replace any fixture, equipment, displays or other property installed by Tenant or others pursuant to this agreement.

Provided, however, that Landlord may elect, at its sole option, not to repair or reconstruct the premises or the building, of which the premises are a part, and upon written notice of such election from Landlord to Tenant the obligation of Tenant to pay rent shall cease and this agreement shall thereupon terminate.

### *Article IX*

Landlord hereby grants to Tenant the right of access and ingress to and egress from the premises by Tenant and its employees, contractors, suppliers, servicemen, sublessees, guests, patrons and invitees, provided, that such rights of access, ingress and egress, are at all times exercised in conformance with the further provisions of this agreement and any and all regulations promulgated by Landlord or the Director, or other lawful authority, for the care, operation, maintenance and protection of the Pier and the public.

Operations to be conducted by the Tenant under this agreement shall be done at the sole expense of the Tenant and shall be subject to general inspection by the Landlord to insure a continuing quality of services commensurate with the standards provided for in this agreement and to such other provisions of related agreements as may be pertinent as entered into between Landlord and others governing the use of and operations at the Pier.

Tenant does further covenant, promise and agree that said Tenant will not employ any person or persons in or about the premises or on the Pier who shall be objectionable to the Director and if such persons shall be employed by Tenant, he, she, or they, shall be removed upon request of said Director.

Tenant agrees to use its best efforts in every proper manner to maintain and develop the business conducted by it under this agreement and increase same and not to divert or cause, or allow, to be diverted, any business from Pier.

### *Article X*

This agreement shall not and will not, nor shall any copy thereof, or any statement, paper or affidavit, in any way or manner referring hereto, be filed in the office of the Recorder of Deeds of Cook County, Illinois, or in any other public office, by Tenant or anyone acting for Tenant and that if the same be so filed, this agreement and each and every provision hereof shall, at the option of Landlord, be and become absolutely null and void and Landlord may declare such filing a breach of this agreement.

### *Article XI*

If Tenant shall vacate or abandon the premises, or any part thereof, or permit the same to remain vacant or unoccupied, or in case of the nonpayment of the rent and charges reserved hereby, or any part thereof, or of the breach of any covenant in this agreement contained, Tenant's right to the possession of the premises thereupon shall terminate, with or without any notice or demand whatsoever, and the mere retention of possession thereafter by Tenant, shall constitute a forcible detainer of said premises, and if the Landlord so elects, but not otherwise, this agreement shall thereupon terminate and upon the termination of Tenant's right of possession, as aforesaid, whether this agreement be terminated or not, Tenant agrees to surrender possession of the premises immediately, without the receipt of any demand for rent, notice to quit or demand for possession of the premises whatsoever, and Tenant hereby grants to Landlord full and free license to enter into and upon said premises, or any part thereof, to take possession thereof without process of law and to expel and remove Tenant, or any other person who may be occupying the premises, or any part thereof and Landlord may use such force in and about expelling and removing Tenant and said other person as may reasonably be necessary and Landlord may repossess itself of the said premises as of its former state, but said entry of said premises shall not constitute a trespass or forcible entry or detainer, nor shall it cause forfeiture of charges due by virtue hereof, nor a waiver of any covenant, agreement or promise in said agreement contained, to be performed by Tenant.

Tenant hereby waives all notice of any election made by Landlord under this agreement, demand for rent, notice to quit, demand for possession, and any and all notices and demands, whatsoever, of any and every nature, which may or shall be required by any statute of this State relating to forcible entry and detainer, or to Landlord and Tenant, or any other statute, or by the common law during the terms of this agreement. The acceptance of rent, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by Tenant, or the giving or making of any notice or demand, whether according to any statutory provisions or not, or any act or series of acts, except an express written waiver, shall not be construed as a waiver of Landlord's right to act without notice or demand or of any other right hereby given Landlord, or as an election not to proceed under the provisions of this agreement.

If default be made in the payment of the rent, or other charges herein reserved, or of any installment thereof, as herein provided, Tenant does hereby irrevocably constitute any attorney of any Court of Record in this State, attorney for it and in its name, from time to time, to waive the issuance of process and service thereof, to waive trial by jury, to confess judgment in favor of Landlord and against Tenant for the amount of rent which may be then due, by virtue of the terms hereof, or of any extensions or renewals hereof, or by virtue of any holdover after the termination hereof, and which may be in default, as aforesaid, together with the costs of such proceedings and for said purposes to file in said cause his cognovit thereof, and to make an agreement in said cognovit, or elsewhere, waiving and releasing all errors which may intervene in any such proceeding and waiving and releasing all right of appeal and right to writ of error, and consenting to an immediate execution upon such judgment, and Tenant hereby confirms all that said attorney may lawfully do by virtue hereof. Landlord shall have a first lien on Tenant's interest hereunder and on Tenant's property now or hereafter located in said premises, or elsewhere, to secure the payment of all moneys due hereunder, which lien may be foreclosed in equity and in case of any such foreclosure proceeding, a receiver shall be appointed to take possession of said premises and property and relet the premises under order of court.

The obligation of Tenant to pay the rent reserved hereby during the balance of the term hereof, or during any extension thereof, shall not be deemed to be waived, released or terminated, nor shall the right and power to confess judgment given in the preceding paragraph hereof be deemed to be waived or terminated by the service of any five-day notice, other notice to collect, demand for possession, or notice that the tenancy hereby created will be terminated on the date therein named, the institution of any action or forcible detainer or ejectment, or any judgment for possession that may be rendered in such action, or any other act or acts resulting in the termination of Tenant's right to possession of the premises. The Landlord may collect and receive any rent due from Tenant and payment or receipts thereof shall not waive or affect any such notice, demand, suit or judgment, or in any manner whatsoever waive, affect, change, modify or alter any rights or remedies which Landlord may have by virtue hereof.

Tenant shall pay and discharge all costs, expenses and attorneys fees which shall be incurred and expended by Landlord in enforcing the covenants and agreements of this agreement, whether by the institution of litigation or in the taking advice of counsel, or otherwise.

The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

### *Article XII*

Tenant shall observe and comply with all laws, ordinance, rules and regulations of the United States Government, State of Illinois, County of Cook, City of Chicago and all agencies thereof which may be applicable to its operations or to the operation, management, maintenance or administration of the Pier, now in effect or hereafter promulgated.

### *Article XIII*

Tenant, upon performing the covenants, conditions and agreements herein contained, shall and may peacefully have, hold and enjoy the premises and privileges hereinafter granted.

### *Article XIV*

Landlord may furnish security service, heat, sanitary facilities and utilities as designated at outlets and at points as shown on attachment hereto. Tenant shall pay any and all charges and costs therefor whether or not metered or billed directly from Landlord upon estimates of such costs made solely by Landlord.

### *Article XV*

To insure faithful performance of the covenants, conditions and agreements herein contained, Tenant, at the expense of Tenant shall, before exercising any rights or privileges accorded hereunder, furnish a bond in form, kind and amount as determined and directed solely by the Comptroller for incorporation within this agreement as attachment thereto.

### *Article XVI*

Tenant agrees that in performing under this agreement it shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, age, or national origin, nor otherwise commit an unfair employment practice. Tenant further agrees that this article will be incorporated by Tenant in all contracts entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this agreement. Attention is called to Executive Order 11246 issued September 24, 1965, 3 CFR p. 567, 1966; The Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241 et sub.; to the State Acts approved July 28, 1961,Ill. Rev. Stat. 1967, CH. 38, Secs. 13-1 to 13-4 inclusive; July 8, 1933, Ill. Rev. Stat. 1967, CH. 29, Secs. 17 to 24 inclusive; July 21, 1961, Ill. Rev. Stat. 1967, CH. 48, Secs. 851 to 866 inclusive, and July 26, 1967, Ill. Rev. Stat. 1967, CH. 48, Secs. 881 to 887 inclusive, and an ordinance passed by the City Council of the City of Chicago, August 21, 1945, page 3877 of the Journal of the Proceedings.

To demonstrate compliance the Tenant and his contractors and subcontractors will furnish such reports and information as requested by the Chicago Commission on Human Relations.

### *Article XVII*

Tenant, shall pay, or cause to be paid, wages not less than those determined to be prevailing for this locality pursuant to the provisions of 29 CFR, Parts 4 and 5, as amended, or as may otherwise have been determined to be prevailing in this locality pursuant to the provisions of Ch. 48, Secs. 39s-1 to 39s-12 inclusive, Ill. Rev. Stat. 1967, whichever is the greater.

### *Article XVIII*

This agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Illinois.

*Article XIX*

Notices to the Landlord provided for herein may be sent by registered mail, postage prepaid, addressed to the Port Director of the City of Chicago, Navy Pier, Chicago, Illinois, 60611, and notices to Tenant provided for herein may be sent by registered mail, postage prepaid, addressed to Tenant at 222 West Adams Street, Chicago, Illinois, 60606.

Execution of this Agreement authorized by ordinance of the City Council of the City of Chicago passed .................... C.J.P. ............

In Witness Whereof, the parties hereto have caused this instrument to be signed in triplicate under their respective seals on the day and year first above written.

[Signature forms omitted]

PART II—SPECIAL CONDITIONS

1. *Premises*

Landlord leases to Tenant the following areas of Navy Pier, Chicago, Illinois 60611, the areas known as "lean-to-areas" that may be available for storage purposes (without additional cost) that are immediately adjacent and adjoining the leased area, all as appears on the attached Exhibit:

| | |
|---|---|
| 68,640 sq. ft. | North Hall |
| 67,320 sq. ft. | South Hall |
| 7,000 sq. ft. | West Hall |
| 142,960 sq. ft. | Total—Gross |

2. *Purpose*

Tenant shall use the demised premises for the purpose of: Staging Trade Show Featuring Women's Fashions from June 8 through June 12, 1969 and for no other purpose whatsoever.

3. *Term*

The term of this Agreement shall begin on the 7th day of June, 1969, at 12:01 A.M. and shall terminate on the 13th day of June, 1969, at 12:00 midnight.

4. *Rental*

Tenant shall pay Landlord as rent for the demised premises at the rate of .10 per square foot for the entire period of occupancy the total sum of fourteen thousand two hundred ninety-six and no/100 dollars ($14,296.00), payable as follows:

A. $1000.00 upon the execution of this Agreement by Tenant, and

B. the balance on or before the 30th day prior to the first day of the term hereof,

said rental payments to be made by certified check at the office of the Port Director, Navy Pier, Chicago, Illinois.

5. *Operations*

A. Tenant shall deposit with the Director on or before the 30th day prior to the first day of the term hereof a certified check in the sum of $2500.00 as a deposit on account of utilities and services furnished by Landlord and to be paid by Tenant.

B. No alcoholic beverages of any kind shall be sold, given away or used in the demised premises.

C. Unless consent in writing from the Director is first received, Tenant shall not operate or put up any engine, motor or machinery on the demised premises or use oils, burning fluids, camphene, kerosene, naptha or gasoline for either mechanical or other purposes, or any other agent other than electricity for illuminating the demised premises.

D. No portion of the sidewalks, entries, passageways, vestibules, halls or stairways, or access to public utilities of said building shall be obstructed by Tenant or used for any other purpose other than for ingress and egress from the demised premises. The doors, skylights, stairways or openings that reflect or admit light into any place in the building, including hallways, corridors and passageways, radiators and house lighting appurtenances shall not be covered or obstructed by Tenant. The water closets or other water apparatus shall not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, papers or other substances shall be thrown therein. Tenant will permit no chair or movable seat to be or remain in the passageways and will keep said passageways clear at all times.

E. If said premises or any portion of said building thereof including any and all utilities shall be damaged by the act, default or negligence of the Tenant, or of Tenant's agents, employees, patrons, guests, or any person admitted to said premises by Tenant, Tenant shall pay to Landlord upon demand such sum as shall be necessary to restore said premises to their present condition. Tenant hereby assumes full responsibility for the acts and conduct of all persons admitted to said premises or any portion of said building by the consent of the Tenant or by or with the consent of any person acting for or in behalf of said Tenant, and said Tenant agrees to have on hand at all times, at its own expense, such security force as is deemed necessary by the Director to maintain order and to protect persons and property.

F. It shall be the sole responsibility and authority of the Fire Commissioner of the City of Chicago in determining the total number of persons to be admitted at any and all times to Navy Pier, or any part or section thereof, and his decision, or that of his authorized representative shall be final.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

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## Ordinance Amended to Delete Certain Portions of Excess Property under Lease from Chicago Transit Authority.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, an amendment to a lease from the Chicago Transit Authority, a municipal corporation, dated December 31, 1961 and approved by the City Council by ordinance passed December 27, 1961 (C.J. page 6538). Such amendment to be approved by the Commissioner of the Department of Streets and Sanitation, and to be approved as to from and legality by the Corporation Counsel in substantially the following form:

It is hereby agreed this .... day of .........., 1969, by and between Chicago Transit Authority, a Municipal Corporation, and City of Chicago, a Municipal Corporation, that the lease made the 31st day of December, 1961, between Chicago Transit Authority, as Lessor, and City of Chicago, as Lessee, covering the premises in the City of Chicago, State of Illinois, known as carhouse property between N. Clark Street and N. Ravenswood Avenue north of W. Schreiber Avenue shown in red on Drawing No. 2-P-27 attached to and made a part of said lease, be and the same is hereby amended by deleting an area approximately 106′ by 325′ containing approximately 34,450 square feet from said lease as shown outlined in red on Drawing No. 2-P-27 attached hereto and made a part of this amendment.

All other terms, provisions and conditions of said lease shall remain the same.

In Witness Whereof, the parties have executed this memorandum of agreement the day and year first above written.

[Signature forms and Drawing omitted]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, McCutcheon, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—45.

*Nays*—None.

### City Comptroller Authorized to Cancel Certain Uncollectible Warrants for Collection.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

> *Ordered,* That the City Comptroller is authorized in accordance with his request dated April 25, 1969, to cancel the uncollectible warrants for collection in the amount of $3,001.90, as listed in his communication.

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, McCutcheon, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—45.

*Nays*—None.

### City Comptroller Authorized to Accept Compromise Offers in Settlement of Certain Warrants for Collection.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

> *Ordered,* That the City Comptroller is authorized, in accordance with his request dated May 7, 1969, and the attached recommendations of the Corporation Counsel to accept compromise offers in settlement of various warrants for collection as follows:

| *Year* | *Warrant Number* | *Amount* | *Compromise Offer* |
|---|---|---|---|
| 1962 | D-98427 | $693.18 | $200.00 |
| 1968 | D-98715 | 238.94 | 175.00 |
| 1968 | D-98729B | 187.31 | 140.83 |
| 1969 | D-864 | 77.66 | 58.24 |
| 1969 | D-883A | 126.09 | 94.57 |
| 1969 | D-884 | 133.48 | 100.00 |
| 1964 | D-2160 | 142.45 | 99.40 |
| 1968 | D-2763A | 68.10 | 51.08 |
| 1967 | D-4604 | 345.08 | 258.75 |
| 1969 | E-22 | 768.58 | 384.29 |
| 1965 | E-42 | 3,196.74 | 2,557.00 |
| 1969 | N-4148 | 33.57 | 25.18 |
| 1968 | N-4794 | 84.42 | 63.30 |
| 1968 | H-231 | 613.99 | 462.00 |
| 1966 | G-127 | 438.58 | 128.00 |

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, McCutcheon, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—45.

*Nays*—None.

### City Comptroller Authorized and Directed to Cancel Warrants for Collection Issued against Certain Charitable, Educational and Religious Institutions.

The Committee on Finance to which had been referred (April 25, 1969) sundry proposed orders for cancellations of certain warrants for collection issued against specified charitable, educational and religious institutions, submitted reports recommending that the City Council pass the following substitute proposed order:

> *Ordered,* That the City Comptroller is hereby authorized and directed to cancel specified warrants for collection issued against certain charitable, educational and religious institutions, as follows:

| *Name and Address* | *Warrant No. and Type of Inspection* | *Amount* |
|---|---|---|
| The Anshe Emet Synagogue, No. 701 W. Grace St. | A1-3332 (Elev.) | $11.50 |
| (Nos. 701-745 W. Grace St.) | A-12257 (Elev.) | 11.50 |
| Austin Congregational Church, No. 5460 W. Ohio St. | A-09886 (Elev.) | 9.00 |
| | A1-3238 (Elev.) | 9.00 |
| Drexel Home, Inc., (formerly the Home for Aged Jews), No. 6140 S. Drexel Av. | A1-12000 (Elev.) | 57.50 |

| *Name and Address* | *Warrant No. and Type of Inspection* | *Amount* |
|---|---|---|
| Edgebrook Community Church, (United Church of Christ), No. 6736 N. Lolela Av. | D1-34688 (Sign) | $ 7.50 |
| House of the Good Shepherd, No. 1126 W. Grace St. | A-11371 (Elev.) | 34.50 |
| Bernard Horwich Center of the Jewish Community Centers, No. 3003 W. Touhy Av. | D1-34582 (Sign) | 7.50 |
| Mr. Robert McShane, No. 1030 E. Liberty Drive, Wheaton, Illinois, (premises at No. 572 N. Long Av.) | A1-3198 (Elev.) | 11.50 |
| Montrose Baptist Church, No. 4411 N. Melvina Av. | D1-4685 (Sign) | 24.50 |
| Rest Haven Rehabilitation Center, No. 1401 S. California Av. | C-55908 (Refrig.) | 55.00 |
| St. Lucy Convent, No. 5911 W. Midway Park | A1-9991 (Elev.) | 11.50 |
|  | A1-3045 (Elev.) | 11.50 |
|  | A-09991 (Elev.) | 11.50 |
| Schwab Rehabilitation Center, No. 1401 S. California Av. | A-11215 (Elev.) | 69.00 |
|  | A1-3732 (Elev.) | 69.00 |

On motion of Alderman Keane the foregoing substitute proposed order was *Passed*, by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, McCutcheon, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—45.

*Nays*—None.

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## Authority Granted for Issuance of Free Permits, License Fee Exemptions, Cancellation of Fees and Water Rates for Certain Charitable, Educational and Religious Institutions.

The Committee on Finance to which had been referred (June 26, 1968, January 31, 1969 and subsequently) sundry proposed ordinances transmitted therewith to authorize issuance of free permits, license and inspection fee exemptions and cancellation of water rates for certain charitable, educational and religious institutions, submitted reports recommending that the City Council pass said proposed ordinances.

On separate motions made by Alderman Keane *each* of the said proposed ordinances was *Passed*, by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, McCutcheon, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—45.

*Nays*—None.

Said ordinances as passed read respectively as follows (the Italic heading in each case not being a part of the ordinance):

### FREE PERMITS

### *The Young Women's Christian Association of Metropolitan Chicago*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Buildings, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Water and Sewers and the Commissioner of Health, are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to The Young Women's Christian Association of Metropolitan Chicago for construction of a South Side Center, for all electrical work, and for the use of water in conjunction with such project, on the premises known as No. 6200 S. Drexel Avenue.

Said building shall be used exclusively for religious and charitable purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

### LICENSE FEE EXEMPTIONS

### *Association of Jewish Blind of Chicago*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 136-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Association of Jewish Blind of Chicago, No. 3525 W. Foster Avenue, is hereby exempted from payment of the annual license fee provided in Section 136-4, for the year 1969.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Chicago Wesley Memorial Hospital*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1969: Chicago Wesley Memorial Hospital, No. 250 E. Superior Street.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

### *Day Care Centers*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care centers, which are not operated for gain but where a charge is made for the care of children, are hereby exempted from the payment of the license fee for the current license period, which expires April 30, 1970:

Ancona School Society, Inc. Day Care Center, No. 4770 S. Dorchester Av.

Beverly Community Nursery School, No. 10244 S. Longwood Drive

Chase House, No. 211 S. Ashland Av.

DePaul Settlement and Day Nursery, No. 2145 N. Halsted St.

Edison Park Pre-Kindergarten School, (Edison Park Lutheran Church), No. 6626 N. Oliphant Av.

Greater St. John A.M.E. Church Day Care Center, No. 6201 S. Throop St.

Guardian Angel Nursery, No. 4600 S. McDowell Av.

Henry N. Hart Jewish Community Center, (Garden-Valley Jewish Community Center), No. 9101 S. Jeffery Av.

Henry N. Hart Jewish Community Center Pre-School, No. 930 E. 50th St. (KAM Temple)

Home Club Nursery School, (YMJC Youth Center), No. 7601 S. Phillips Av.

Horizon House Family Center, Inc. (Head Start School), No. 3542 S. State St.

Horizon House Family Center, Inc. (Head Start School), No. 3615 S. Federal St.

Bernard Horwich Jewish Community Center Day Care Center, No. 3003 W. Touhy Av.

Near North Montessori School, No. 1010 W. Chicago Av.

North Avenue Day Nursery, No. 2023 W. Pierce Av.

Olivet Nursery School, No. 1441 N. Cleveland Av.

Onward Neighborhood House Nursery School, No. 600 N. Leavitt St.

Rodfei Zedek Nursery School, No. 5200 S. Hyde Park Blvd.

St. Columbkille Day Nursery, No. 527 N. Paulina St.

St. John Kiddie Kare Klub, No. 6425 S. Lowe Av.

The Salvation Army Settlement Day Care Center, No. 3053 S. Normal Av.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

### CANCELLATION OF WATER RATES

### *Faith Tabernacle Church*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Water and Sewers is hereby authorized and directed to cancel any existing water rates assessed against the Faith Tabernacle Church, No. 817 W. Grace Street.

SECTION 2. That the Bureau of Water is hereby authorized and directed to exempt the Faith Tabernacle Church from the payment of any future water rates assessed against the said church.

SECTION 3. This ordinance shall be in force and effect from and after its passage.

### *The First Universalist Society of Chicago*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 185-47 of the Municipal Code of Chicago, the Commissioner of Water and Sewers is hereby authorized and directed to cancel water rates assessed against The First Universalist Society of Chicago, No. 910 E. 83rd Street, and affecting the premises at No. 8250 S. Ingleside Avenue.

SECTION 2. That the Bureau of Water is hereby authorized and directed to exempt the said society from the payment of any and all future water rates assessed against it and any property owned and operated by it in the conduct of its religious business.

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

### CANCELLATION OF FEES

### *Hebron Welsh United Presbyterian Church*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the annual fee provided in Section 27-411 of the Municipal Code of Chicago with reference to the erection and maintenance of "no parking" signs, is hereby waived and the Hebron Welsh United Presbyterian Church, No. 5916 W. Rice Street, is hereby exempted from the payment of said fee for the year 1969.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

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## Authority Granted for Plans, Designs, Reconstruction Redecking, Etc. of Specified Bridges over Calumet River, Chicago River, North Branch Canal and Sanitary and Ship Canal and Allocation of M.F.T. Funds Therefor Allocated or Increased.

The Committee on Finance submitted a report recommending that the City Council pass eight proposed ordinances transmitted therewith, to authorize the preparation of plans, designs, construction, reconstruction, redecking, etc. of eight specified bridges over the Calumet River, Chicago River, North Branch Canal and the Sanitary and Ship Canal and allocation of M.F.T. Funds therefor allocated or increased.

On separate motions made by Alderman Keane, *each* of the said proposed ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, McCutcheon, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling —45.

*Nays*—None.

Said proposed ordinances as passed read respectively as follows (the Italic heading in each case not being a part of the ordinance):

### *W. Division Street Bridge over North Branch Canal*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The City Comptroller and the City Treasurer, with the approval of the Department of Public Works and Buildings of the State of Illinois are authorized and directed to allocate the sum of $30,000.00 from that part of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago for the preparation of studies, designs, plans and estimates required for the rehabilitation and repair of the W. Division Street Bridge over the North Branch Canal.

SECTION 2. The Commissioner of Public Works is authorized to expend from said fund any sum necessary for said purposes including all work in connection with and for the preparation of necessary plans and specifications, which shall be performed by employees of the Department of Public Works at rates of compensation as provided for in the annual appropriation and other expenses in connection with the project authorized hereby. At the request of the Commissioner of Public Works, upon requisition originated by the Bureau of Engineering, accompanied by the plans and specifications therefor, the City Purchasing Agent is authorized to advertise and receive bids for any work involved, or for material, supplies and equipment therefor and at the request of the Commissioner of Public Works to enter into all necessary contracts, when approved by the Department of Public Works and Buildings of the State of Illinois.

If it should become necessary for the prosecution of the foregoing work to remove, relocate, replace and adjust any part of the water-distributing system, street-lighting system, signal and fire-alarm and traffic-control systems of the City, the appropriate City Department shall perform such work after receipt of proper requisitions from the Bureau of Engineering which shall charge the cost thereof to that portion of the Motor Fuel Tax Fund allocated for the project described in this ordinance. In connection with the performance of the work herein authorized, together with the supervising, inspecting and engineering thereof authority is hereby granted for the storage inside street limits within 500 feet of the structure being repaired or maintained, of materials, machinery, equipment, vehicles and other facilities used in connection therewith.

If it should become necessary to remove, relocate, replace and adjust any part of the equipment of any other governmental agency, such governmental agency may be requested by the Bureau of Engineering to perform such work the cost thereof to be charged to that portion of the Motor Fuel Tax Fund allocated for the project described in this ordinance.

SECTION 3. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when properly approved by the Commissioner of Public Works.

SECTION 4. The City Clerk is hereby directed to transmit two certified copies of this ordinance to the Division of Highways of the Department of Public Works and Buildings of the State of Illinois, Springfield, Illinois, through the District Engineer for District No. 10 of said Divison of Highways.

SECTION 5. This ordinance shall be in force and effect from and after its passage.

### *Franklin-Orleans Street Bridge over North Branch Chicago River*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The City Comptroller and the City Treasurer, with the approval of the Department of Public Works and Buildings of the State of Illinois are authorized and directed to allocate the sum of $30,000.00 from that part of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago, for the preparation of studies, designs, plans and estimates required for the rehabilitation and repair of the Franklin-Orleans Street Bridge over the North Branch of the Chicago River.

SECTION 2. The Commissioner of Public Works is authorized to expend from said fund any sum necessary for said purposes including all work in connection with and for the preparation of necessary plans and specifications which shall be performed by employees of the Department of Public Works at rates of compensation as provided for in the annual appropriation and other expenses in connection with the project authorized hereby. At the request of the Commissioner of Public Works, upon requisition originated by the Bureau of Engineering, accompanied by the plans and specifications therefor, the City Purchasing Agent is authorized to advertise and receive bids for any work involved, or for material, supplies and equipment therefor, and at the request of the Commissioner of Public Works to enter into all necessary contracts, when approved by the Department of Public Works and Buildings of the State of Illinois.

If it should become necessary for the prosecution of the foregoing work to remove, relocate, replace and adjust any part of the water-distributing system, street-lighting system, signal and fire alarm and traffic-control systems of the City, the appropriate City Department shall perform such work after receipt of proper requisitions from the Bureau of Engineering which shall charge the cost thereof to that portion of the Motor Fuel Tax Fund allocated for the project described in this ordinance. In connection with the performance of the work herein authorized, together with the supervising, inspecting and engineering thereof, authority is hereby granted for the storage inside street limits within 500 feet of the structure being repaired or maintained, of materials, machinery, equipment, vehicles and other facilities used in connection therewith.

If it should become necessary to remove, relocate, replace and adjust any part of the equipment of any other governmental agency, such governmental agency may be requested by the Bureau of Engineering to perform such work, the cost thereof to be charged to that portion of the Motor Fuel Tax Fund allocated for the project described in this ordinance.

SECTION 3. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when properly approved by the Commissioner of Public Works.

SECTION 4. The City Clerk is hereby directed to transmit two certified copies of this ordinance to the Division of Highways of the Department of Public Works and Buildings of the State of Illinois, Springfield, Illinois, through the District Engineer for District No. 10 of said Division of Highways.

SECTION 5. This ordinance shall be in force and effect from and after its passage and approval.

### *W. Grand Avenue Bridge over North Branch Chicago River*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The City Comptroller and the City Treasurer, with the approval of the Department of Public Works and Buildings of the State of Illinois are authorized and directed to allocate the sum of $40,000.00 from that part of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago, for the preparation of studies, designs, plans and estimates required for the rehabilitation and repair of the W. Grand Avenue Bridge over the North Branch of the Chicago River.

SECTION 2. The Commissioner of Public Works is authorized to expend from said fund any sum necessary for said purposes including all work in connection with and for the preparation of necessary plans and specifications, which shall be performed by employees of the Department of Public Works at rates of compensation as provided for in the annual appropriation and other expenses in connection with the project authorized hereby. At the request of the Commissioner of Public Works, upon requisition originated by the Bureau of Engineering, accompanied by the plans and specifications therefor, the City Purchasing Agent is authorized to advertise and receive bids for any work involved, or for material, supplies and equipment therefor, and at the request of the Commissioner of Public Works to enter into all necessary contracts, when approved by the Department of Public Works and Buildings of the State of Illinois.

If it should become necessary for the prosecution of the foregoing work to remove, relocate, replace and adjust any part of the water-distributing system, street-lighting system, signal and fire-alarm and traffic-control systems of the City, the appropriate City Department shall perform such work after receipt of proper requisitions from the Bureau of Engineering which shall charge the cost thereof to that portion of the Motor Fuel Tax Fund allocated for the project described in this ordinance. In connection with the performance of the work herein authorized, together with the supervising, inspecting and engineering thereof, authority is hereby granted for the storage inside street limits within 500 feet of the structure being repaired or maintained, of materials, machinery, equipment, vehicles and other facilities used in connection therewith.

If it should become necessary to remove, relocate, replace and adjust any part of the equipment of any other governmental agency, such governmental agency may be requested by the Bureau of Engineering to perform such work the cost thereof to be charged to that portion of the Motor Fuel Tax Fund allocated for the project described in this ordinance.

SECTION 3. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when properly approved by the Commissioner of Public Works.

SECTION 4. The City Clerk is hereby directed to transmit two certified copies of this ordinance to the Division of Highways of the Department of Public Works and Buildings of the State of Illinois, Springfield, Illinois, through the District Engineer for District No. 10 of said Division of Highways.

SECTION 5. This ordinance shall be in force and effect from and after its passage and approval.

### *S. Kedzie Avenue Bridge over Sanitary and Ship Canal*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That Section 1 of the Ordinance of October 22, 1965, page 5283 of the Council Journal as amended on July 7, 1967, page 529 of the Council Journal which authorized the expenditure of $140,000.00 and subsequently amended on September 11, 1968, page 3560 to $700,000.00, from the City's share of the Motor Fuel Tax Funds for the preparation of plans, designs, studies and estimates for the construction of a fixed bridge in S. Kedzie Avenue over the Sanitary and Ship Canal, be further amended by deleting therefrom the amount $700,000.00 in lines ten and eleven thereof and substituting therefor the amount $2,900,000.00.

SECTION 2. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when properly approved by the Commissioner of Public Works.

SECTION 3. The City Clerk is directed to transmit two certified copies of this ordinance to the Division of Highways of the Department of Public Works and Buildings of the State of Illinois through the District Engineer for District No. 10 of said Division of Highways.

SECTION 4. This ordinance shall take effect and be in force from and after its passage.

### *N. LaSalle Street Bridge over Main Channel Chicago River*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That Section 1 of the ordinance of April 17, 1968, page 2616 of the Council Journal, which authorized an allocation of $25,000.00 for the preparation of plans, designs, studies and estimates for the rehabilitation and redecking of the N. LaSalle Street Bridge over the Main Channel of the Chicago River, be amended by deleting therefrom the amount $25,000.00 in Line 5 thereof and substituting therein the amount $500,000.00.

SECTION 2. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when properly approved by the Commissioner of Public Works.

SECTION 3. The City Clerk is directed to transmit two certified copies of this ordinance to the Division of Highways of the Department of Public Works and Buildings of the State of Illinois through the District Engineer for District No. 10 of said Division of Highways.

SECTION 4. This ordinance shall take effect and be in force from and after its passage.

### *S. Loomis Street Bridge over South Branch Chicago River*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The City Comptroller and the City Treasurer with the approval of the Department of Public Works and Buildings of the State of Illinois are authorized and directed to allocate the sum of $100,000.00 from that part of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago for the preparation of studies, designs, plans, estimates and specifications required for the construction of a new bascule bridge in South Loomis Street over the South Branch of the Chicago River.

SECTION 2. The Commissioner of Public Works is authorized to expend from said fund any sum necessary for said purposes and for all necessary engineering and incidental costs, including the employment of special surveyors, testing engineers, consulting engineers and other persons and for the payment of other expenses in connection with the project authorized hereby. At the request of the Commissioner of Public Works upon requisition originated by the Bureau of Engineering accompanied by the plans and specifications therefor, the City Purchasing Agent is authorized to advertise and receive bids for any work involved, or for material, supplies and equipment therefor, and at the request of the Commissioner of Public Works to enter into all necessary contracts, when approved by the Department of Public Works and Buildings of the State of Illinois.

If it should become necessary for the prosecution of the foregoing work to remove, relocate, replace and adjust any part of the water-distributing system, street lighting system, signal and fire-alarm and traffic-control systems of the City, the appropriate City Department shall perform such work after receipt of proper requisitions from the Bureau of Engineering, which shall charge the cost thereof to that portion of the Motor Fuel Tax Fund allocated for the project described in this ordinance. In connection with the performance of the work herein authorized, together with the supervising, inspecting and engineering thereof, authority is hereby granted for the storage inside street limits within 500 feet of the structure being repaired or maintained, of materials, machinery, equipment, vehicles and other facilities used in connection therewith.

If it should become necessary to remove, relocate, replace and adjust any part of the equipment of any other governmental agency, such governmental agency may be requested by the Bureau of Engineering to perform such work, the cost thereof to be charged to that portion of the Motor Fuel Tax Fund allocated for the project described in this ordinance.

SECTION 3. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when properly approved by the Commissioner of Public Works.

SECTION 4. The City Clerk is directed to transmit two certified copies of this ordinance to the Division of Highways of the Department of Public Works and Buildings of the State of Illinois through the District Engineer for District No. 10 of said Division of Highways.

SECTION 5. This ordinance shall take effect and be in force from and after its passage.

### *100th Street Bridge over Calumet River*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The City Comptroller and the City Treasurer, with the approval of the Department of Public Works and Buildings of the State of Illinois are authorized and directed to allocate the sum of $50,000.00 from that part of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago, for the preparation of studies, designs plans and estimates required for the rehabilitation and redecking of the 100th Street Bridge over the Calumet River .

SECTION 2. The Commissioner of Public Works is authorized to expend from said fund any sum necessary for said purposes including all work in connection with and for the preparation of necessary plans and specifications, which shall be performed by employees of the Department of Public Works at rates of compensation as provided for in the annual appropriation and other expenses in connection with the project authorized hereby. At the request of the Commissioner of Public Works, upon requisition originated by the Bureau of Engineering, accompanied by the plans and specifications therefor, the City Purchasing Agent is authorized to advertise and receive bids for any work involved, or for material, supplies and equipment therefor, and at the request of the Commissioner of Public Works to enter into all necessary contracts, when approved by the Department of Public Works and Buildings of the State of Illinois.

If it should become necessary for the prosecution of the foregoing work to remove, relocate, replace and adjust any part of the water-distributing system, street-lighting system, signal and fire-alarm and traffic-control systems of the City, the appropriate City Department shall perform such work after receipt of proper requisitions from the Bureau of Engineering which shall charge the cost thereof to that portion of the Motor Fuel Tax Fund allocated for the project described in this ordinance. In connection with the performance of the work herein authorized, together with the supervising, inspecting and engineering thereof, authority is hereby granted for the storage inside street limits within 500 feet of the structure being repaired or maintained, of materials, machinery, equipment, vehicles and other facilities used in connection therewith.

If it should become necessary to remove, relocate, replace and adjust any part of the equipment of any other governmental agency, such governmental agency may be requested by the Bureau of Engineering to perform such work the cost thereof to be charged to that portion of the Motor Fuel Tax Fund allocated for the project described in this ordinance.

SECTION 3. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when properly approved by the Commissioner of Public Works.

SECTION 4. The City Clerk is hereby directed to transmit two certified copies of this ordinance to the Division of Highways of the Department of Public Works and Buildings of the State of Illinois, Springfield, Illinois, through the District Engineer for District No. 10 of said Division of Highways.

SECTION 5. This ordinance shall be in force and effect from and after its passage and approval.

### *N. State Street Bridge over*
### *Main Branch Chicago River*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The City Comptroller and the City Treasurer, with the approval of the Department of Public Works and Buildings of the State of Illinois, are authorized and directed to allocate the sum of $25,000 from that part of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago, for studies, designs, plans and estimates required for the repair and resurfacing of the existing N. State Street Bridge and Approaches over and across the Main Branch of the Chicago River.

SECTION 2. The Commissioner of Public Works is authorized to expend from said fund any sum necessary for said purposes including all work in connection with and for the preparation of necessary plans and specifications, which shall be performed by employees of the Department of Public Works at rates of compensation as provided for in the annual appropriation and other expenses in connection with the project authorized hereby. At the request of the Commissioner of Public Works, upon requisition originated by the Bureau of Engineering, accompanied by the plans and specifications therefor, the City Purchasing Agent is authorized to advertise and receive bids for any work involved, or for material, supplies and equipment therefor, and at the request of the Commissioner of Public Works to enter into all necessary contracts, when approved by the Department of Public Works and Buildings of the State of Illinois.

If it should become necessary for the prosecution of the foregoing work to remove, relocate, replace and adjust any part of the water-distributing system, street-lighting system, signal and fire-alarm and traffic-control systems of the City, the appropriate City Department shall perform such work after receipt of proper requisitions from the Bureau of Engineering, which shall charge the cost thereof to that portion of the Motor Fuel Tax Fund allocated for the project described in this ordinance. In connection with the performance of the work herein authorized, together with the supervising, inspecting and engineering thereof, authorization is hereby granted for the storage inside street limits within 500 feet of the structure being repaired or maintained, of materials, machinery, equipment, vehicles and other facilities used in connection therewith.

If it should become necessary to remove, relocate, replace and adjust any part of the equipment of any other governmental agency such governmental agency may be requested by the Bureau of Engineering to perform such work, the cost thereof to be charged to that portion of the Motor Fuel Tax Fund allocated for the project described in this ordinance.

SECTION 3. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when properly approved by the Commissioner of Public Works.

SECTION 4. The City Clerk is directed to transmit two certified copies of the ordinance to the Division of Highways of the Department of Public Works and Buildings of the State of Illinois through the District Engineer for District No. 10 of said Division of Highways.

SECTION 5. This ordinance shall take effect and be in force from and after its passage.

### Allocation of M.F.T. Funds Authorized for Pavement Repairs in Arterial Streets, County and State Highways during Year 1969.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That authority is hereby given to make repairs to pavements in Arterial Streets, County Highways or State Highways for the period beginning January 1, 1969 and ending December 31, 1969 by use of the asphaltic street repair materials, concrete street repair material or other standard street repair materials, as required to bring the pavements and their appurtenances to a good state of repair, at a cost not to exceed $540,000.00 to be paid from that part of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago.

SECTION 2. That there is hereby allocated the sum of $540,000.00 for repairs to pavements in Arterial Streets, County Highways or State Highways which shall be for work for which estimates are to be filed with the Division of Highways of the Department of Public Works and Buildings of the State of Illinois for the period beginning January 1, 1969 and ending December 31, 1969.

SECTION 3. That the Commissioner of Streets and Sanitation shall prepare the necessary specifications and estimates for these repairs and shall do same either by day labor or by contract.

SECTION 4. That the City Clerk is hereby directed to transmit two certified copies of this ordinance to the Division of Highways of the Department of Public Works and Buildings of the State of Illinois, Springfield, Illinois through the District Engineer for District No. 10 of the said Division of Highways.

SECTION 5. That this ordinance shall be in force and effect from and after its passage and approval.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, McCutcheon, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—45.

*Nays*—None.

### Authority Granted for Repairs to Pavements in Improved Streets Other Than Arterial Streets, County or State Highways during Year 1969 and M.F.T. Funds Therefor Authorized (Section Curb and Gutter).

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Authority is hereby given to reconstruct curb and combined curb and gutter in various improved streets other than Arterial Streets, County Highways or State Highways for the period beginning January 1, 1969 and ending December 31, 1969. Where necessary, the project shall include new pavement, sidewalk and drainage structures lying adjacent to or in the path of said repair or reconstruction. The cost shall not exceed $1,000,000.00 to be paid from that part of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago.

SECTION 2. That there is hereby allocated the sum of $1,000,000.00 for repairs to pavements in improved streets other than Arterial Streets, County Highways or State Highways which shall be for work for which estimates are to be filed with the Division of Highways of the Department of Public Works and Buildings of the State of Illinois for the period beginning January 1, 1969 and ending December 31, 1969.

SECTION 3. That the Commissioner of Streets and Sanitation shall prepare the necessary specifications and estimates for these repairs and that the City day labor forces shall make such repairs under his supervision.

SECTION 4. That the City Clerk is hereby directed to transmit two certified copies of this ordinance to the Division of Highways of the Department of Public Works and Buildings of the State of Illinois, Springfield, Illinois, through the District Engineer for District No. 10 of the said Division of Highways.

SECTION 5. That this ordinance shall be in force and effect from and after its passage and approval.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, McCutcheon, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling —45.

*Nays*—None.

### Authority Granted for Repairs to Pavements in Improved Streets Other Than Arterial Streets, County or State Highways during Year 1969 and M.F.T. Funds Therefor Authorized (Section Asphalt Pavement).

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That Authority is hereby given to make repairs to pavements in improved streets other than Arterial Streets, County Highways or State Highways for the period beginning January 1, 1969 and ending December 31, 1969, by use of the asphaltic street repair material or other standard street repair materials, as required to bring the pavements and their appurtenances to a good state of repair, at a cost not to exceed $1,000,000.00 to be paid from that part of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago.

SECTION 2. That there is hereby allocated the sum of $1,000,000.00 for repairs to pavements in improved streets other than Arterial Streets, County Highways or State Highways which shall be for work for which estimates are to be filed with the Division of Highways of the Department of Public Works and Buildings of the State of Illinois for the period beginning January 1, 1969 and ending December 31, 1969.

SECTION 3. That the Commissioner of Streets and Sanitation shall prepare the necessary specifications and estimates for these repairs and that the City day labor forces shall make such repairs under his supervision.

SECTION 4. That the City Clerk is hereby directed to transmit two certified copies of this ordinance to the Division of Highways of the Department of Public Works and Buildings of the State of Illinois, Springfield, Illinois, through the District Engineer for District No. 10 of the said Division of Highways.

SECTION 5. That this ordinance shall be in force and effect from and after its passage and approval.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, McCutcheon, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling —45.

*Nays*—None.

### Expenditure of M.F.T. Funds Authorized for Street-Cleaning Maintenance of Arterial Streets, County and State Highways during Year 1969.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Authority is hereby given to the Commissioner of Streets and Sanitation to expend the sum of $1,120,000.00 from that part of the Motor Fuel Tax Fund which has been or may be allocated to the City of Chicago for Street Cleaning Maintenance of Arterial Streets, County Highways and State Highways by day labor during the period commencing January 1, 1969 and ending December 31, 1969.

SECTION 2. The City Clerk is hereby directed to transmit two certified copies of this ordinance to the Division of Highways of the Department of Public Works and Buildings of the State of Illinois, Springfield, Illinois, through the District Engineer for District No. 10 of the said Division of Highways.

SECTION 3. This ordinance shall be in force and effect from and after its passage and approval.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, McCutcheon, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling —45.

*Nays*—None.

### Expenditure of M.F.T. Funds Authorized for Street-Cleaning Maintenance of Improved Streets Other Than Arterial Streets, County and State Highways during Year 1969.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Authority is hereby given to the Commissioner of Streets and Sanitation to expend the sum of $400,000.00 from that portion of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago, for Street Cleaning Maintenance of Improved Streets other than Arterial Streets, County Highways or State Highways by day labor during the period commencing January 1, 1969 and ending December 31, 1969.

SECTION 2. The City Clerk is hereby directed to transmit two certified copies of this ordinance to the Division of Highways of the Department of Public Works and Buildings of the State of Illinois, Springfield, Illinois, through the District Engineer for District No. 10 of the said Division of Highways.

SECTION 3. This ordinance shall be in force and effect from and after its passage and approval.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, McCutcheon, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—45.

*Nays*—None.

### Improvement of Local Lake Shore Drive Authorized from E. Oak St. to E. Bellevue Place and E. Banks St. to E. La Salle Drive and Allocation of M.F.T. Funds Therefor Authorized

### (Project No. 557).

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Authority is hereby given to improve Local Lake Shore Drive, E. Oak Street to E. Bellevue Place by increasing the roadway width to obtain an additional traffic lane through the reconstruction on the west, of the curb and gutter, sidewalks and driveways; Local Lake Shore Drive, E. Banks Street to E. LaSalle Drive by the complete reconstruction of the existing roadway. All reconstruction and widening shall be by construction of a bituminous concrete pavement on a Portland Cement Concrete base, new curbing, sidewalks, drainage structures and all necessary appurtenances. Also, where necessary, the improvement shall include the removal, relocation, replacement or adjustment of municipally owned utilities, and other incidental work. The improvement shall cost not more than $185,000.00 and shall be paid for from that part of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago.

SECTION 2. The Commissioner of Streets and Sanitation is hereby authorized to cause surveys, plans, specifications and estimates to be made for and to supervise the construction of the said improvements all subject to the approval of the Department of Public Works and Buildings of the State of Illinois.

SECTION 3. The Purchasing Agent of the City of Chicago is hereby authorized to advertise and receive bids for the said improvement when approved by the Department of Public Works and Buildings of the State of Illinois and to enter into all necessary contracts therefor.

SECTION 4. If it should become necessary to remove, relocate, replace or adjust any part of the water distributing system of the City, the signal and fire alarm equipment or traffic control system of the City, the appropriate City Department shall perform such necessary work with its own forces and charge the cost thereof to that part of the Motor Fuel Tax Fund allocated for the improvement in Section 1 of this ordinance.

SECTION 5. The City Clerk is hereby directed to transmit two certified copies of this ordinance to the Division of Highways of the Department of Public Works and Buildings of the State of Illinois, Springfield, Illinois, through the District Engineer for District No. 10 of said Division of Highways.

SECTION 6. This ordinance shall be in force and effect from and after its passage and approval.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, McCutcheon, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—45.

*Nays*—None.

### Authority Granted for Maintenance, Repair and Painting of Existing Bridges, Viaducts and Related Appurtenances on Arterial Streets and Highways during Year 1969 and Allocation of M.F.T. Funds Therefor Authorized.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The City Comptroller and the City Treasurer, with the approval of the Department of Public Works and Buildings of the State of Illinois, are authorized and directed to allocate $3,200,000.00 from that part of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago, for the maintenance, repair and painting of the existing bridges, viaducts and appurtenances thereto, including exterior lighting and electronic visual aids, located on Arterial Streets and Highways in the City of Chicago, for the period beginning January 1, 1969, and ending December 31, 1969, the said sum to be kept in an account separate from other Motor Fuel Tax Fund accounts. Attached hereto is a list of the bridges and viaducts to be maintained with approximate estimated expenditures to be made for each structure.

SECTION 2. The Commissioner of Public Works is authorized to expend from said fund any sum necessary for said purposes and for all necessary engineering to be performed by the Bureau of Engineering, and incidental costs, including the employment of testing engineers, and for the payment of other expenses in connection with said purposes, and to cause said work to be done by the Bureau of Engineering by day labor or under contract. At the written request of the Commissioner of Public Works, upon requisition issued by the Bureau of Engineering, accompanied by plans and specifications therefor, the City Purchasing Agent is authorized to advertise and receive bids for such work, materials, supplies and equipment as may be requested by said Commissioner of Public Works.

If it should become necessary for the prosecution of the foregoing work to remove, relocate, replace or adjust any part of the water-distributing system, street-lighting system, signal and fire-alarm and traffic-control systems of the City, the appropriate

City Department shall perform such work after receipt of proper requistions from the Bureau of Engineering, which shall charge the cost thereof to that portion of the Motor Fuel Tax Fund allocated for the project described in this ordinance. In connection with the performance of the work herein authorized, together with the supervising, inspection and engineering therefor, authority is granted for the storage inside street limits within 500 feet of the structure being repaired or maintained, of materials, machinery, equipment, vehicles and other facilities used in connection therewith. If it should become necessary to remove, relocate, replace and adjust any part of the equipment of any other governmental agency, such governmental agency may be requested by the Bureau of Engineering to perform such work, the cost thereof to be charged to that portion of the Motor Fuel Tax Fund allocated for the project described in this ordinance.

SECTION 3. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when properly approved by the Commissioner of Public Works.

SECTION 4. The City Clerk is directed to transmit two certified copies of this ordinance to the Division of Highways of the Department of Public Works and Buildings of the State of Illinois, through the District Engineer for District No. 10 of said Division of Highways.

SECTION 5. This ordinance shall be in force from and after its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, McCutcheon, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling —45.

*Nays*—None.

[Following is the list of bridges, viaducts, etc. referred to in Section 1 of the above ordinance.]

CITY OF CHICAGO
DEPARTMENT OF PUBLIC WORKS
BUREAU OF ENGINEERING

ESTIMATED ANALYSIS OF
MAINTENANCE EXPENDITURES

| *Movable Bridges* | *Est. Expenditure* |
|---|---|
| Adams Street Bridge | $ 42,000. |
| N. Ashland Ave. Bridge | 17,000. |
| S. Ashland Ave. Bridge | 22,000. |
| Belmont Ave. Bridge | 25,000. |
| S. California Ave. Bridge | 22,000. |
| Canal Street Bridge | 26,000. |
| Cermak Road Bridge | 50,000. |
| Chicago Avenue Bridge | 29,000. |
| S. Cicero Avenue Bridge | 44,000. |
| Clark Street Bridge | 40,000. |
| Cortland Street Bridge | 14,000. |
| N. Damen Avenue Bridge | 33,000. |
| S. Damen Avenue Bridge | 24,000. |
| Dearborn Street Bridge | 25,000. |
| Division St. (Canal) Bridge | 18,000. |
| Division St. (River) Bridge | 60,000. |
| 18th Street Bridge | 15,000. |
| Franklin-Orleans Street Bridge | $ 42,000. |
| Grand Avenue Bridge | 24,000. |
| N. Halsted St. (Canal) Bridge | 38,000. |
| N. Halsted St. (River) Bridge | 18,000. |
| S. Halsted Street Bridge | 38,000. |
| Harrison St. Bridge | 27,000. |
| Jackson Blvd. Bridge | 31,000. |
| S. Kedzie Ave. Bridge | 5,000. |
| Kinzie Street Bridge | 46,000. |
| Lake Street Bridge | 48,000. |
| Lake Shore Drive (River) Bridge | 137,000. |
| Lake Shore Drive (Slip) Bridge | 25,000. |
| LaSalle St. Bridge | 45,000. |
| Loomis Street Bridge | 22,000. |
| Madison Street Bridge | 47,000. |
| Erie Street Bridge | 125,000. |
| Michigan Avenue Bridge | 85,000. |
| Monroe Street Bridge | 66,000. |
| 92nd Street Bridge | 78,600. |
| 95th Street Bridge | 33,000. |
| North Ave. Bridge | 17,000. |
| Ogden Ave. (Canal) Bridge | 19,000. |
| Ogden Ave. (River) Bridge | 23,000. |
| 100th St. Bridge | 66,000. |
| 106th St. Bridge | 80,000. |
| Polk St. Bridge | 38,000. |
| S. Pulaski Rd. Bridge | 20,000. |
| Randolph St. Bridge | 28,000. |
| Roosevelt Rd. Bridge | 40,000. |
| State St. Bridge | 40,000. |
| Throop St. Bridge | 35,000. |
| Torrence Ave. Bridge | 40,000. |
| Van Buren St. Bridge | 23,000. |
| Wabash Ave. Bridge | 33,000. |
| Washington St. Bridge | 30,000. |
| Wells St. Bridge | 59,000. |
| N. Western Ave. Bridge | 23,000. |
| S. Western Ave. Bridge | 20,000. |
| *Fixed Bridges* | |
| Archer Ave. Bridge | 1,000. |
| Argyle St. Bridge | 6,000. |
| Addison St. Bridge | 11,000. |
| Bryn Mawr Ave. Bridge | 1,000. |
| N. Central Park Ave. Bridge | 7,000. |
| Devon Ave. Bridge | 500. |
| Diversey Ave. Bridge | 3,000. |
| Foster Ave. Bridge | 500. |
| Forest Glen Ave. Bridge | 6,000. |
| Fullerton Ave. Bridge | 500. |
| Indiana Ave. Bridge | 1,500. |
| Irving Park Rd. Bridge | 3,000. |
| N. Kedzie Ave. Bridge | 2,000. |
| Kimball Ave. Bridge | 2,000. |
| Lawrence Ave. Bridge | 4,000. |
| Montrose Ave. Bridge | 3,750. |
| Lincoln Ave. Bridge | 500. |
| 130th St. Bridge | 3,000. |
| Peterson Ave. Bridge | 500. |
| Pulaski Rd. Bridge | 750. |
| 35th St. Bridge | |
| Wilson Ave. Bridge | 1,000. |
| S. Halsted St. Bridge | 1,000. |
| Normal Ave. Bridge (Auburn Pk.) | 1,000. |
| Eggleston Ave. Bridge | 1,000. |
| *Foot Bridges* | |
| Albany Ave. Bridge | 2,500. |
| Bernard St. Bridge | 2,000. |
| Ridgeway Ave. Bridge | 2,500. |
| Spaulding Ave. Bridge | 3,000. |
| *Viaducts* | |
| N. Ashland Ave. Viaduct | 2,500. |

| *Viaducts* | *Est. Expenditure* |
|---|---|
| Clark St. Viaduct | $ 3,000. |
| N. Damen Ave. Viaduct | 1,500. |
| S. Damen Ave. Viaduct | 4,000. |
| Lake Shore Dr. Viaduct | 7,000. |
| N. LaSalle St. Viaduct | 20,000. |
| Ogden Ave. Viaduct | 28,000. |
| S. Pulaski Rd. Viaduct | |
| Randolph St. Viaduct over ICRR | 9,000. |
| Roosevelt Rd. Viaduct | 10,000. |
| N. State St. Viaduct | 750. |
| N. Wabash Ave. Viaduct | 5,500. |
| Wacker Dr. Viaduct | 263,000. |
| Monroe St. over ICRR | 22,500. |
| Congress Parkway over ICRR | 2,500. |
| *Overpasses* | |
| Ashland-Archer Aves | 26,500. |
| Ashland-Pershing Rd | 1,500. |
| N. Western-Belmont Aves | 2,000. |
| *Grade Separations* | |
| Lake Shore Drive over Bryn Mawr Ave | 2,500. |
| Lake Shore Drive over Foster Ave | 2,500. |
| Lake Shore Drive over Lawrence Ave | |
| Lake Shore Drive over Wilson Ave | |
| Lake Shore Drive over Montrose Ave | |
| Lake Shore Drive over Irving Pk. Rd | |
| Lake Shore Drive over Belmont Ave | |
| Lake Shore Drive over Fullerton Ave | |
| Lake Shore Drive over Michigan Ave | |
| Lake Shore Drive over LaSalle St | |
| *Pedestrian Subways* | |
| Lake Shore Drive over Berwyn Ave | 3,000. |
| Lake Shore Drive over Argyle St | 14,000. |
| Simonds Dr. from Lawrence-Wilson Pkg. Lot | 500. |
| Simonds Dr Btwn Wilson & Montrose Hbr. Dr | 500. |
| Wilson Dr. Btwn Simonds Dr. & Lake Shore Dr | 500. |
| Montrose Dr. Btwn Montrose Hbr. & Lake Shore | 500. |
| Lake Shore Drive over Buena Ave | |
| Lake Shore Drive Btwn Addison & Waveland | 25,500. |
| Lake Shore Drive Btwn Roscoe & Aldine | 23,000. |
| Lake Shore Drive over Barry Ave. (Equestrian) | 1,000. |
| Lake Shore Drive over Diversey Ave. (Boot Inlet) | 1,000. |
| Fullerton Dr. Btwn Lake Shore Dr. & Cannon Dr | 500. |
| Stockton Drive over Deming Place | 500. |
| Stockton Drive over Belden Ave | 500. |
| Stockton Drive over Dickens Ave | 500. |
| LaSalle Drive Btwn Clark & Dearborn Sts | 15,500. |
| LaSalle Drive over N. Dearborn St | 7,500. |
| Lake Shore Drive over North Ave | 500. |
| Lake Shore Drive over Division St | 7,500. |
| Lake Shore Drive over Oak St | 22,750. |
| Lake Shore Drive over Chicago Ave | 7,500. |
| Lake Shore Drive Btwn Museum & Aquarium | 3,250. |
| Lake Shore Drive over 55th St | 1,000. |
| *Viaducts* | |
| N. Dearborn St | 500. |
| E. Lake St | 3,000. |
| Laramie Ave. Underpass at Homer St | 5,000. |
| S. Laramie Ave. Viaduct | 1,500. |

| *Viaducts* | *Est. Expenditure* |
|---|---|
| Michigan Ave. | $ 52,000. |
| Orleans-Kinzie Sts | 500. |
| 23rd St | 30,000. |
| E. South Water St | 5,000. |
| S. Wells St | 5,000. |
| S. Western Ave | 5,000. |
| Balbo Drive over ICRR | 1,000. |
| Jackson Blvd. over ICRR | 2,000. |
| Street Bridges over Expressways | |
| Sidewalks and Handrails Repairs | 46,150. |
| TOTAL | 2,900,000. |
| Total Engineering | 300,000. |
| GRAND TOTAL | $3,200,000. |

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## Negotiations Authorized for Acquisition of Two Parcels of Property Needed for Opening, Widening and Reconstruction of N. Kedzie Av. from N. Emmett St. to W. Diversey Av.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

WHEREAS, It is useful, desirable and necessary to the City of Chicago that the City of Chicago acquire certain parcels of real property to be paid for out of the City's share of Motor Fuel Tax Funds, for the opening, widening and reconstruction of N. Kedzie Avenue (an arterial street) from N. Emmett Street to W. Diversey Avenue, now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Public Works be granted authority to negotiate with the owners for the purchase of the property necessary for the above-mentioned improvement, said property being legally described as follows:

Legal Description

*Parcel 1*

Lot 32 in Block 2 of Hitt, Runyan and Archers Subdivision of the 39 acres on the east side of the East half (E.½) of the Southeast quarter (S.E.¼) of Section 26, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

*Parcel 2*

Lots 33 and 34 in Block 2 of Hitt, Runyan and Archers Subdivision of the 39 acres on the east side of the East half (E.½) of the Southeast quarter (S.E.¼) of Section 26, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

SECTION 2. In case the Commissioner of Public Works is able to agree with the owner or owners of said property or any part thereof, upon the purchase price thereof, he is authorized to purchase said property for the agreed price subject to the approval of the City Council.

SECTION 3. In case of the inability of the Commissioner of Public Works to agree with the owner or owners of said property or any part thereof, upon the purchase price thereof, or in case the owner or owners or any of them are incapable of consenting to the sale thereof, or in case the names or residences of said owner or owners are unknown, or they are non-residents of the State of Illinois, the Commissioner of Public Works shall report such facts to the Corporation Counsel. Upon receipt of such report, the Corporation Counsel shall institute and prosecute condemnation proceedings in the name of and in behalf of the City of Chicago for the purpose of acquiring title to said property under the City's right of eminent domain, and said property is hereby declared to be useful, advantageous, desirable and necessary to the City of Chicago for all the purposes set forth in this ordinance.

SECTION 4. The City Clerk is hereby directed to transmit two certified copies of this ordinance to the Division of Highways of the Department of Public Works and Buildings of the State of Illinois, Springfield, Illinois, through the District Engineer for District No. 10 of said Division of Highways.

SECTION 5. This ordinance shall take effect and be in full force from and after its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, McCutcheon, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling —45.

*Nays*—None.

## Ordinance Amended for Widening and Channelization of Portion of W. 103rd St. by Reducing Number of Parcels of Property Needed for Improvement.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the ordinance passed by the City Council of the City of Chicago on July 7, 1967, as printed on pages 537 to 540 inclusive, of the Journal of Proceedings of the City Council of said date, providing for the authority to acquire right-of-way for the Widening and Channelization of W. 103rd St. be and the same is hereby amended as follows:

(A) By striking out of Section 2 of said ordinance as printed in the left and right-hand columns of page 538 of said Council Journal of July 7, 1967, the following words and figures appearing in lines 20 to 73, inclusive, in the left-hand column and in lines 1 to 58, inclusive, in the right-hand column of said page 538 beginning with the word "Beginning" in line 20 in the left-hand column and ending with the word "Illinois" in line 58 in the right-hand column and inserting in lieu thereof the following words and figures:

Beginning at the Southwest corner of said lot 20, thence East along the South line of said lot 20 a distance of 96.0 feet, thence Northwesterly in a straight line to a point on the West line of said lot 4.08 feet North of the Southwest corner of said lot, thence South along the West line of said lot to the point of beginning, in Cook County, Illinois.

*and*

That part of lot 19 in Block 6 of William E. Harmon's Beverly Hills Addition in the Southwest quarter (S.W.¼) of Section 7, Township 37 North, Range 14 East of the Third Principal Meridian described as follows:

Beginning at the Southwest corner of said lot 19, thence North along the West line of said lot a distance of 14.0 feet, thence Southeasterly in a straight line to a point 8.0 feet North of the South line of said lot 19, as measured at right angles thereto, and 10 feet East of the West line of said lot 19, as measured at right angles thereto, thence East parallel to the South line of said lot 19 a distance of 50.0 feet, thence Southeasterly in a straight line to a point on the East line of said lot 4.67 feet North of the Southeast corner, thence South along the east line of said lot 19 to the Southeast corner, thence West along the South line of said lot 19 to the point of beginning, in Cook County, Illinois.

*and*

That part of lot 1 in Block 1 of Arthur Dunas' Beverly Hills Manor Subdivision of part of the Northeast quarter (N.E.¼) of Section 13, Township 37 North, Range 13 East of the Third Principal Meridian described as follows:

Beginning at the Northeast corner of said lot 1, thence South along the East line of said lot a distance of 17.0 feet, thence Northwesterly in a straight line to a point being 10 feet West of the East line of said lot, as measured at right angles thereto, and 10.86 feet South of the North line of said lot, as measured at right angles thereto, thence Westerly in a straight line to a point on the West line of said lot 9.01 feet South of the Northwest corner thereof, thence North along the West line of said lot a distance of 9.01 feet to the Northwest corner thereof, thence East along the North line of said lot to the point of beginning in Cook County, Illinois.

*and*

That part of lots 32, 33, 34, 35 and 36 in Block 1 of Arthur Dunas' Beverly Hills Manor Subdivision of part of the Northeast quarter (N.E.¼) of Section 13, Township 37 North, Range 13 East of the Third Principal Meridian lying Northerly of a straight line drawn from a point in the East line of said lot 32, 8.71 feet South of the Northeast corner thereof, to a point in the West line of said lot 36, 6.34 feet South of the Northwest corner thereof, in Cook County, Illinois.

*and*

That part of lots 19 and 20 in Block 3 of O. Rueter and Company's Beverly Hills Addition, being a Subdivision of the East 20 acres of the Southeast quarter (S.E.¼) of Section 12, Township 37 North, Range 13 East of the Third Principal Meridian (except the North 40 acres thereof); also the East 80.52 feet of the West 20 acres of the East 40 acres of the Southeast quarter (S.E.¼) of Section 12, Township 37 North, Range 13 described as follows:

Beginning at the Southwest corner of said lot 20 thence North along the West line of lot 20 a distance of 1 foot, thence Southeasterly in a straight line to the Southeast corner of lot 19, thence West along the South line of said lots 19 and 20 a distance of 60 feet to the point of beginning in Cook County, Illinois.

*and*

That part of lots 12 to 15 inclusive in Block 14 in O. Rueter and Company's Subdivision of the East 20 acres of the Southeast quarter (S.E.¼) of Section 12, Township 37 North, Range 13 East of the Third Principal Meridian (except the North 40 acres thereof); also the East 80.52 feet of the West 20 acres of the East 40 acres of the Southeast quarter (S.E.¼) of Section 12, Township 37 North, Range 13 (except the North 40 acres) described as follows:

Beginning at the Southeast corner of said lot 12, thence North along the East line of said lot 12 a distance of 2 feet, thence Northwesterly in a straight line running across said lots 12 to 15 to a point on the West line of said lot 15 a distance of 4 feet North of the Southwest corner of said lot 15, thence South along the West line of said lot 15, a distance of 4 feet to the Southwest corner of said lot 15, thence East along the South lines of said lots 12 to 15 a distance of 133 feet to the point of beginning in Cook County, Illinois.

*and*

That part of lots 1 to 9 inclusive in Block 4 of Arthur Dunas' Beverly Hills Manor Subdivision of part of the Northeast quarter (N.E.¼) of Section 13, Township 37 North, Range 13 East of the Third Principal Meridian described as follows:

Beginning at the Northeast corner of lot 1, thence South along the East line of said lot 1, a distance of 5.08 feet, thence Northwesterly in a straight line running across said lots 1 to 9 to the Northwest corner of said lot 9 thence East along the North line of said lots 1 to 9 to the point of beginning in Cook County, Illinois.

*and*

That part of the Southwest quarter (S.W.¼) of Section 11, Township 37 North, Range 13 East of the Third Principal Meridian described as follows:

Beginning at a point 52 feet West of the East line of said Southwest quarter (S.W.¼), as measured at right angles thereto, and 67 feet North of the South line of said Southwest quarter (S.W.¼) as measured at right angles thereto, thence West parallel with the South line of said Southwest quarter (S.W.¼), a distance of 100 feet, thence Southwesterly in a straight line to a point 611 feet West of the East line of said Southwest quarter (S.W.¼), as measured at right angles thereto, and 50 feet North of the South line of said Southwest quarter (S.W.¼), as measured at right angles thereto, thence West parallel with the South line of said Southwest quarter (S.W.¼) to a point 40 feet East of the West line of said Southwest quarter (S.W.¼), thence South along a line 40 feet East of the West line of said Southwest quarter (S.W.¼), a distance of 17 feet, thence East parallel with the South line of said Southwest quarter (S.W.¼), to a point 52 feet West of the East line of said Southwest quarter (S.W.¼), as measured at right angles thereto, thence North parallel with the East line of said Southwest quarter (S.W.¼), a distance of 34 feet to the point of beginning in Cook County, Illinois.

(B) By striking out of Section 2 of said ordinance as printed in the left-hand column of page 539 lines 51 to 74 inclusive and by striking out of the right-hand column of page 539 lines 1 to 66 and by striking out of the left-hand column on page 540 lines 35 to 41 inclusive.

SECTION 2. This ordinance shall take effect and be in full force from and after its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed*, by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, McCutcheon, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling —45.

*Nays*—None.

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## Improvement of Portion of W. 31st St. Specifically Designated as M.F.T. Project and Expenditures Therefor Authorized (Project No. 504).

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That authority is hereby given to improve W. 31st Street (an Arterial Street) from S. California Avenue to the Chicago and Illinois Western Railroad (a length of approximately 2,000 feet) by the construction of a bituminous concrete pavement on a Portland cement concrete base of a width between curb faces of 44 feet. The improvement shall include new curbing, sidewalk, walls, sewers, drainage structures, the adjustment of municipally owned utilities and other incidental work. The improvement shall cost not more than $300,000.00 and shall be paid for from that part of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago.

SECTION 2. The Commissioner of Streets and Sanitation is hereby authorized to cause surveys, plans, specifications and estimates to be made for and to supervise the construction of the said improvement, all subject to the approval of the Department of Public Works and Buildings of the State of Illinois.

SECTION 3. The Purchasing Agent of the City of Chicago is hereby authorized to advertise and receive bids for the said improvement when approved by the Department of Public Works and Buildings of the State of Illinois and to enter into all necessary contracts therefor.

SECTION 4. If it should become necessary to remove, relocate, replace or adjust any part of the water distributing system, street lighting system, signal and fire alarm equipment or traffic-control system of the City, the appropriate City department shall perform such necessary work with its own forces and charge the cost thereof to that part of the Motor Fuel Tax Fund allocated for the improvement in Section 1 of this ordinance.

SECTION 5. The City Clerk is hereby directed to transmit two certified copies of this ordinance to the Division of Highways of the Department of Public Works and Buildings of the State of Illinois, Springfield, Illinois, through the District Engineer for District No. 10 of the said Division of Highways.

SECTION 6. This ordinance shall be in force and effect from and after its passage and approval.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed*, by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, McCutcheon, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—45.

*Nays*—None.

### Allocation of M.F.T. Funds Increased for Rehabilitation of Traffic-Control Signals at Specified Locations.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

> *Ordered,* That the order passed by the City Council on November 15, 1967, (C.J. page 1250) authorizing the rehabilitation of traffic-control signals on S. Stony Island Avenue and E. 93rd Street, etc., be amended by striking out under the caption "Estimated Cost" $78,974.21 and inserting in lieu thereof $90,000.00.

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, McCutcheon, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—45.

*Nays*—None.

### Expenditure of M.F.T. Funds Authorized for Engineering, Etc. and Acquisition of Right of Way for Specified Arterial Street Improvements.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

> *Be It Ordained by the City Council of the City of Chicago:*
>
> SECTION 1. That the Commissioner of Public Works is hereby authorized to expend the sum of $300,000.00 from that part of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago for engineering, including surveys, designs, plans, specifications and estimates and the acquisition of right of way where necessary for the following arterial street improvements:
>
> 1. Pratt Avenue, widening and resurfacing between Western Avenue and Kedzie Avenue;
> 2. Devon Avenue at Milwaukee Avenue and Nagel Avenue, improvement and channelization of the intersection;
> 3. Sacramento Avenue and Franklin Boulevard, improvement and channelization of the intersection;
> 4. 119th Street at Vincennes Avenue and Western Avenue, improvement and channelization;
> 5. Fullerton Avenue, throat widening and channelization at the major intersections between Grand Avenue and Western Avenue; and
> 6. Central Avenue, throat widening and channelization at major intersections between Lake Street and Foster Avenue.
>
> The improvements shall include widening, channelization, traffic and pedestrian islands, asphalt and concrete pavement, curbing, drainage structures, traffic-control devices and all necessary appurtenances, and where necessary, the removal or relocation, replacement and adjustment of municipally-owned utilities. Said improvements shall be constructed in accordance with detailed plans and specifications as prepared by the Commissioner of Public Works of the City of Chicago and approved by the Division of Highways of the Department of Public Works and Buildings of the State of Illinois.
>
> SECTION 2. As soon as practicable after the date when this ordinance takes effect the City of Chicago shall proceed with due diligence in accordance with the provisions of this ordinance to have said improvements described in Section 1 of this ordinance constructed in cooperation with the County of Cook and the Department of Public Works and Buildings of the State of Illinois.
>
> SECTION 3. That the City Clerk be and he hereby is directed to transmit two (2) certified copies of this ordinance to the Division of Highways of the Department of Public Works and Buildings of the State of Illinois, through the District Engineer of District No. 10 of the Division of Highways.
>
> SECTION 4. This ordinance shall take effect and be in force from and after its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, McCutcheon, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—45.

*Nays*—None.

### Cleaning and Repair of Sewers and Sewer Appurtenances on Arterial Streets and State Highways Specifically Designated as M.F.T. Project and Expenditures Therefor Authorized.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

> *Be It Ordained by the City Council of the City of Chicago:*
>
> SECTION 1. That authority is hereby given to clean sewers and appurtenances and make repairs on sewers and sewer appurtenances on Arterial streets and State Highways in 1969, in the City of Chicago, by using concrete, brick, stone, sand, clay pipe, concrete pipe, cast iron pipe, covers and grates, cement and mortar repair material or other standard sewer repair material, equipment and tools, and by use of sewer rods, augers, scrapers, winches, cables, chains, buckets, eductors, orange peel cleaners, flushing equipment and other standard sewer cleaning and repair equipment and tools as are required to bring the sewers and appurtenances into a good state of cleanliness and repair at a cost not exceeding three hundred thousand

dollars ($300,000.00), the cost of such sewer repair work to be paid out of that part of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago.

SECTION 2. That there is hereby allotted from that part of the Motor Fuel Tax Fund allotted to the City of Chicago, the sum of three hundred thousand dollars ($300,000.00), for cleaning and repair of sewers and sewer appurtenances on arterial streets and State Highways in the City of Chicago which shall be for work and materials and equipment, and for which estimates are to be filed with the Division of Highways of the Department of Public Works and Buildings of the State of Illinois during the year 1969.

SECTION 3. That the Commissioner of Water and Sewers, through the Bureau of Sewers, shall prepare the necessary estimates and specifications for such sewer cleaning and repair projects and shall do the work by day labor.

SECTION 4. That the City Clerk is hereby directed to transmit two certified copies of this ordinance to the Division of Highways of the Department of Public Works and Buildings of the State of Illinois, Springfield, Illinois, through the District Engineer of District No. 10 of the State Division of Highways.

SECTION 5. This ordinance shall take effect and be in force from and after its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, McCutcheon, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—45.

*Nays*—None.

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## Authority Granted for Installations of Water Mains in Portions of Specified Streets.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

> *Ordered,* That the Commissioner of Water and Sewers is hereby authorized to lay water mains in the following streets:
>
> W. Bryn Mawr Avenue, 26′ NSL, 12′ SNL and 28′ SNL from 604.95′ WWL N. Central Park Avenue to 10.22′ EEL N. Kilbourn Avenue
>
> N. Kilbourn Avenue, 24′ WEL from 28′ SNL W. Bryn Mawr Avenue to 30.78′ NSL N. Rogers Avenue
>
> N. Caldwell Avenue, 30′ SW of NEL from 18.28′ SE NWX N. Caldwell and N. Kilbourn Avenues to 43′ WEL N. Cicero Avenue, at an estimated cost of $643,280.00
>
> and charge same to Account 290-8270-(7940) 662-Feeder Mains;
>
> and
>
> *Be It Further Ordered,* That the Commissioner of Water and Sewers is hereby authorized to lay water mains in the following streets:
>
> W. Catherine Avenue (6′ NSL) from 6′ EWL N. Pueblo Avenue to 394′ WWL N. Pueblo Avenue at an estimated cost of $11,000.00
>
> and charge same to the Revolving Fund — Al Schorsch Deposit 45108;
>
> and
>
> *Be It Further Ordered,* That the Commissioner of Water and Sewers is hereby authorized to lay water mains in the following streets:
>
> S. Christiana Avenue, 28′ EWL from 10′ NSL W. Cermak Road to 25′ SNL W. 26th Street, at an estimated cost of $76,204.66
>
> and charge same to Account 290-8270(7940).558-Replacement;
>
> and
>
> *Be It Further Ordered,* That the Commissioner of Water and Sewers is hereby authorized to lay water mains in the following streets:
>
> N. Clark Street (24′ EWL) from 18′ SNL W. Wisconsin Street to 22′ SNL W. North Avenue
> N. Lincoln Avenue (23′ SNL) from 22′ WEL N. Wells Street to WL of N. Wells Street, at an estimated cost of $84,519.15
>
> and charge amount not to exceed $46,335.20—Revolving Fund, Department of Urban Renewal, and all in excess of $46,335.20 to Main Betterments.

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, McCutcheon, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—45.

*Nays*—None.

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## Payment to James P. Sweeney Rescinded.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

> *Ordered,* That the order passed by the City Council on April 9, 1969 and appearing on pages 5227-5233 of the Journal of the Proceedings of the City Council of that date, authorizing payments for hospital, medical and nursing services rendered certain injured members of the Fire and Police Departments, be and the same is hereby amended by striking out the seventeenth and eighteenth lines from the bottom of the page in the right-hand column on page 5227 reading as follows:
>
> "James P. Sweeney, 793799, Task Force;
> injured May 13, 1969..............................27,388.55".

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, McCutcheon, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—45.

*Nays*—None.

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### Authority Granted for Payments for Hospital, Medical and Nursing Services Rendered Certain Injured Members of Fire and Police Depts.

The Committee on Finance submitted a report recommending that the City Council pass a proposed order transmitted therewith, to authorize payments for hospital, medical and nursing services rendered certain injured members of the Fire and Police Departments.

On motion of Alderman Keane the said proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, McCutcheon, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—45.

*Nays*—None.

**The following is said order as passed:**

*Ordered,* That the City Comptroller is authorized and directed to issue vouchers, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Fire and the Police Departments, herein named, provided such members of the Fire and the Police Departments shall enter into an agreement in writing with the City of Chicago to the effect that, should it appear that any of said members of the Fire or the Police Department have received any sum of money from the party whose negligence caused such injury, or have instituted proceedings against such party for the recovery of damage on account of such injury or medical expense, then in that event the City shall be reimbursed by such member of the Fire or the Police Department out of any sum that such member of the Fire or the Police Department has received or may hereafter receive from such third party on account of such injury or medical expense, not to exceed the amount that the City may, or shall, have paid on account of such medical expense, in accordance with Opinion No. 1422 of the Corporation Counsel of said City, dated March 19, 1926. The payment of any of these bills shall not be construed as an approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of such claims, as allowed, is set opposite the names of the injured members of the Fire and the Police Departments, and vouchers are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937:

| | |
|---|---|
| George D. Bilecki, 049093, District 6; injured January 27, 1969 | $ 58.25 |
| Eugene Gilbert, Firefighter, Hook and Ladder Co. 13; injured December 7, 1968 | 1,723.80 |
| James Mellett, 544812, District 14; injured September 20, 1968 | $ 315.00 |
| Ronald R. Nadile, 584269, District 11; injured May 7, 1966 | 5,051.65 |
| Thomas H. Randell, 673525, District 18; injured July 30, 1968 | 150.00 |
| John J. Barista, 027345, District 9; injured March 5, 1969 | 33.00 |
| Milton, Benjamin, 040574, District 20; injured January 6, 1969 | 49.00 |
| Anthony F. Biamonte, 047146, District 2; injured February 17, 1969 | 11.00 |
| Michael J. Carone, 108460, District 14; injured December 25, 1968 | 756.75 |
| Harvey Cohen, 132623, District 1; injured March 5, 1969 | 138.25 |
| James Coleman, 133975, District 15; injured January 30, 1969 | 32.00 |
| Robert E. Cox, 153348, District 12; injured July 22, 1968 | 23.00 |
| Gabriel Damico, 169188, District 12; injured January 11, 1969 | 394.85 |
| John W. Deal, 179630, Detective Division; injured February 21, 1969 | 27.00 |
| Ronald E. Dowmond, 202400, Detective Division; injured November 30, 1968 | 376.00 |
| Dominic R. Fiorenzo, 241000, District 14; injured March 31, 1969 | 30.00 |
| Joseph M. Gatton, 272665, District 2; injured January 19, 1969 | 12.50 |
| Anthony R. Grazioso, 299309, District 18; injured February 24, 1969 | 76.50 |
| Percy L. Hollins, 352429, Detective Division; injured January 29, 1969 | 102.50 |
| James H. Jennings, 381018, District 8; injured February 20, 1969 | 366.95 |
| Charles Gunther, 10134, District 1; injured February 16, 1969 | 169.70 |
| William E. Johnson, 387550, District 19; injured March 7, 1969 | 62.00 |
| James T. Kirby, 421935, District 20; injured December 23, 1968 | 29.00 |
| Edward R. Kodatt, 428536, District 2; injured March 3, 1969 | 12.50 |
| Walter J. Koltonuk, 430836, District 1; injured March 9, 1969 | 43.50 |
| Robert A. Lazar, 457824, District 4; injured February 27, 1969 | 25.00 |
| Joseph M. Maratto, 499250, District 12; injured March 5, 1969 | 10.00 |
| Raymond P. McCormick, 524410, Task Force; injured November 13, 1968 | 32.50 |
| Lon J. Nigro, 595096, Traffic Division; injured March 16, 1969 | 106.00 |
| Thomas F. O'Donnell, 610156, District 14; injured January 5, 1969 | 42.00 |
| Marvin J. Pharr, 646237, District 2; injured March 3, 1969 | 12.50 |
| William F. Rabschutz, 670378, District 10; injured January 24, 1969 | 68.00 |
| Charles E. Roney, 698303, Detective Division; injured November 21, 1968 | 50.00 |
| John F. Ryan, 710194, Detective Division; injured October 25, 1968 | 15.00 |
| Steve L. Seno, 737610, District 18; injured February 25, 1969 | 15.00 |
| Ernest Tagliere, 797686, Traffic Division; injured January 10, 1969 | 38.00 |

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|---|---|
| Daniel P. Teta, 804271, District 2; injured January 19, 1969 | $ 12.50 |
| Herbert P. Tetzlaff, 804448, Traffic Division; injured February 7, 1969 | 27.00 |
| Stephen P. Wieland, Firefighter, Hook and Ladder Co. 43; injured July 17, 1968 | 4,998.60; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to issue vouchers, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Fire and Police Departments herein named. The payment of any of these bills shall not be construed as an approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of said claims is set opposite the names of the injured members of the Fire and the Police Departments, and vouchers are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937:

| | |
|---|---|
| Ramon C. Andersen, 011305, Task Force; injured September 27, 1968 | $ 15.00 |
| Kevin P. Baldwin, 024167, District 15; injured February 1, 1969 | 15.00 |
| Sam Barsevich, 030590, Task Force; injured December 2, 1968 | 55.00 |
| Dennis G. Bialk, 047142, District 17; injured December 27, 1968 | 25.00 |
| William E. Bickel, 047495, District 17; injured December 26, 1968 | 8.00 |
| Deborn E. Dlackburn, 051796, District 12; injured July 20, 1968 | 626.80 |
| Frank J. Boehm, 056879, Traffic Division; injured July 3, 1968 | 9.00 |
| Stuart K. Bradshaw, 067804, District 21; injured November 12, 1968 | 79.00 |
| Leonard E. Broniarszyk, 076061, Central Services Division; injured September 16, 1968 | 30.00 |
| August J. Caporusso, 104220, District 18; injured April 10, 1968 | 10.00 |
| Richard W. Chenow, 120435, District 9; injured February 9, 1969 | 45.00 |
| Lawrence Clark, 127622, District 18; injured July 17, 1968 | 10.00 |
| Gary Cohen, 132571, District 20; injured December 16, 1968 | 12.00 |
| James F. Crowell, 158217, Youth Division; injured January 3, 1969 | 25.00 |
| Darryl H. Darsch, 170992, District 10; injured June 22, 1967 | 414.75 |
| John E. Doherty, 194042, Task Force; injured July 8, 1968 | 10.00 |
| Andrew J. Downey, 202653, District 21; injured November 30, 1968 | 35.00 |
| Thomas W. Earth, 226441, District 3; injured December 12, 1967 | 50.00 |
| John J. Fleming, 247307, District 20; injured December 26, 1968 | 17.00 |
| Albert L. Frigo, 261358, District 19; injured December 16, 1968 | 87.00 |
| Thomas M. Frost, 261970, Youth Division; injured August 28, 1968 | 23.00 |
| Robert M. Gats, 272596, Traffic Division; injured June 13, 1968 | 180.75 |
| Nathan Gibson, 279520, District 21; injured January 7, 1968 | 15.00 |
| Bruno P. Gobbo, 287295, District 15; injured January 19, 1969 | $ 15.00 |
| Frank E. Guerra, 308729, Bureau of Inspectional Services; injured December 3, 1968 | 10.00 |
| Frank E. Guerra, 308729, Bureau of Inspectional Services; injured January 10, 1969 | 10.00 |
| Joseph F. Hallihan, 315261, District 18; injured August 3, 1968 | 5.00 |
| Dennis Hatcher, 325075, District 2; injured October 26, 1968 | 10.00 |
| Maurice L. Hill, 345826, District 18; injured November 2, 1968 | 10.00 |
| Kenneth D. Hines, 346817, District 21; injured October 17, 1967 | 15.00 |
| Raymond L. Hutton, 366350, District 7; injured May 31, 1968 | 10.00 |
| John B. Ives, 369840, Detective Division; injured January 8, 1969 | 26.00 |
| Dennis A. Jurkowski, 395009, District 21; injured October 15, 1968 | 1,131.00 |
| Tommy M. Kelley, 407882, District 18; injured February 20, 1969 | 15.00 |
| Ronald F. Kelly, 410757, District 13; injured January 21, 1969 | 10.00 |
| Gregory L. Kyritz, 446195, District 2; injured August 28, 1968 | 500.00 |
| David Ladow, 448694, District 15; injured September 9, 1968 | 6.00 |
| Martin LaPierre, 447235, Detective Division; injured September 2, 1967 | 150.00 |
| Roscoe E. Lawrence, 457378, District 2; injured November 9, 1968 | 15.00 |
| Gerald F. Majcher, 492630, Task Force; injured August 10, 1968 | 15.00 |
| Dale Marino, 501342, Task Force; injured October 18, 1968 | 45.00 |
| James Martin, 505701, District 4; injured January 23, 1969 | 430.55 |
| Walter G. McNeela, 540092, District 11; injured January 23, 1969 | 3.00 |
| Robert S. Miller, 555223, District 19; injured January 26, 1965 | 249.10 |
| Andrew A. Morici, 568266, District 18; injured December 3, 1968 | 10.00 |
| Ignatius S. Naso, 586178, District 8; injured February 24, 1969 | 10.00 |
| David O'Cull, 618558, District 12; injured September 8, 1967 | 10.00 |
| James O'Grady, 610880, Task Force; injured September 30, 1968 | 385.00 |
| James Padar, 626150, District 18; injured February 21, 1969 | 10.00 |
| Robert J. Pavetto, 635835, Task Force; injured October 18, 1968 | 10.00 |
| Douglas M. Prine, 663495, Task Force; injured September 18, 1968 | 5.00 |
| Douglas M. Prine, 663495, Task Force; injured June 1, 1968 | 10.00 |
| Richard M. Rhodes, 683882, District 7; injured August 23, 1968 | 91.50 |
| Clayton Robinson, 692282, Detective Division; injured October 25, 1968 | 50.00 |
| John J. Rouzan, 703409, Bureau of Inspectional Services; injured December 9, 1966 | 50.00 |
| David D. Ryan, 709275, District 9; injured October 2, 1968 | 42.00 |

| | |
|---|---|
| Robert Ryan, 711300, District 18; injured October 2, 1968 | $ 10.00 |
| Robert J. Savage, 719785, Detective Division; injured January 3, 1969 | 20.00 |
| Clarence F. Schirmer, 725880, District 20; injured October 24, 1967 | 12.00 |
| Edward L. Shipley, 746481, District 18; injured December 21, 1968 | 10.00 |
| Edward L. Shipley, 746481, District 18; injured April 6, 1968 | 30.00 |
| Lester J. Smith, 760920, District 7; injured October 30, 1968 | 10.00 |
| Harry J. Strauss, 784220, District 18; injured October 26, 1968 | 25.00 |
| Harry J. Strauss, 784220, District 18; injured February 25, 1969 | 10.00 |
| William Tlapa, 811463, District 21; injured December 18, 1967 | 92.20 |
| Clement R. Vaia, 827310, District 18; injured January 3, 1968 | 10.00 |
| Bernard C. Wendt, 856859, District 18; injured August 28, 1968 | 5.00 |
| Benjamin S. Weyforth, 859195, District 6; injured October 13, 1968 | 614.75 |
| James A. White, 861166, District 7; injured September 10, 1967 | 27.00 |
| Theodore J. Wiszowaty, 876075, District 1; injured January 20, 1969 | 5.00 |
| Brian I. Worcester, 881141, District 14; injured December 7, 1968 | 6.00 |
| Vincent S. Zywiciel, 895643, District 18; injured December 3, 1968 | 10.00 |
| Arthur C. Quenzel, 668035, District 7; injured February 5, 1969 | 25.00 |
| Donald T. Zellak, 890455, District 10; injured February 26, 1969 | 10.00 |
| Theodore V. Zudyk, 894637, Task Force; injured March 11, 1969 | 5.00 |
| Stephen D. Agins, 003915, District 10; injured November 28, 1968 | 36.25 |
| Earl R. Alexander, 006647, District 21; injured February 20, 1969 | 32.50 |
| Lee R. Andersen, 011224, Task Force; injured August 18, 1968 | 10.00 |
| Ronald J. Bandemer, 025461, Police Training Division; injured February 21, 1969 | 45.00 |
| Robert J. Barberio, 026965, District 11; injured November 30, 1968 | 22.50 |
| Garl Jackson Bare, 027255, Automotive Pounds Section; injured October 26, 1968 | 7.00 |
| Louis Bassi, 032591, District 19; injured September 12, 1968 | 33.00 |
| Thomas Robert Bennett, 014004, District 10; injured January 18, 1969 | 28.75 |
| Major Benton, Jr., 041814, District 6; injured November 2, 1968 | 45.50 |
| Lavorne R. Blakely, 052877, District 21; injured February 11, 1969 | 88.50 |
| Ronald Anthony Boffo, 057192, District 21; injured February 12, 1969 | 77.50 |
| William J. Bolton, 059156, District 1; injured January 28, 1969 | 22.00 |
| Joseph W. Branch, 068747, Bureau of Inspectional Services; injured January 17, 1969 | 24.50 |
| William P. Brishke, 074577, Task Force; injured February 10, 1969 | 11.00 |
| William A. Brown, 081226, District 12; injured February 4, 1969 | $ 17.00 |
| William M. Brown, 081351, District 2; injured February 13, 1969 | 25.00 |
| Gerald F. Burke, 088555, Task Force; injured February 23, 1969 | 26.50 |
| William R. Burwell, 092535, Traffic Division; injured February 2, 1969 | 14.00 |
| Myrten E. Byrd, 095266, District 21; injured February 20, 1969 | 40.50 |
| Jake B. Cameron, Jr., 100870, District 6; injured November 8, 1968 | 15.40 |
| William M. Caprio, 104774, Central Services Division, injured January 14, 1969 | 11.25 |
| Milton Kenneth Carson, 110938, District 11; injured February 13, 1969 | 15.00 |
| Austin H. Carter, 111092, District 12; injured February 17, 1969 | 10.00 |
| George Thomas Caruso, 111862, Task Force; injured February 18, 1969 | 10.00 |
| Anthony S. Cella, 117231, District 14; injured February 12, 1969 | 13.00 |
| Alan A. Chengary, 120432, District 5; injured February 9, 1969 | 14.00 |
| Gary M. Clark, 127087, Police Training Division; injured February 18, 1969 | 35.00 |
| Ozie Clark, Jr., 127811, District 11; injured February 11, 1969 | 53.00 |
| Joseph Charles Coco, 131376, District 18; injured March 7, 1969 | 20.85 |
| Dennis Francis Collins, 135542, Task Force; injured February 13, 1969 | 20.00 |
| Edward C. Collins, 135631, District 19; injured January 24, 1969 | 37.00 |
| Vito Contino, 143911, District 9; injured January 15, 1969 | 14.00 |
| Barry W. Costello, 150152, District 6; injured November 23, 1968 | 18.00 |
| Wade Donald Crosson, 157772, District 19; injured December 30, 1968 | 26.00 |
| Thomas Czatkowski, 165348, District 3; injured February 18, 1969 | 25.00 |
| John A. DeBartolo, 175622, Police Training Division; injured February 25, 1969 | 26.50 |
| George Demas, 183126, Task Force; injured February 1, 1969 | 11.00 |
| Joseph Dickson, 189646, District 1; injured February 10, 1969 | 11.50 |
| Joseph F. Dieker, 189853, District 19; injured February 21, 1969 | 18.00 |
| Alfred E. Dotson, 201047, District 5; injured February 14, 1969 | 14.00 |
| James W. Dowd, 202406, Police Training Division; injured February 12, 1969 | 70.00 |
| William F. Doyle, 204470, Task Force; injured March 7, 1969 | 25.00 |
| Philip Paul Ducar, 207498, District 21; injured September 24, 1968 | 25.00 |
| Brian E. DuFour, 209380, District 15; injured February 23, 1969 | 12.25 |
| Michael Dunne, 211968, Task Force; injured February 13, 1969 | 116.00 |
| Walter J. Dworak, 214347, District 19; injured January 24, 1969 | 37.25 |
| Nunzie Evola, 228367, District 8; injured February 24, 1969 | 25.00 |
| Benedict W. Ferenzi, 236428, District 8; injured November 30, 1968 | 43.00 |

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|---|---|
| Joseph F. Ferguson, 236740, District 2; injured December 27, 1968 | $1,495.10 |
| James T. Fitzgibbons, 244007, District 11; injured February 1, 1969 | 36.10 |
| John Joseph Fleming, 247307, District 20; injured February 20, 1969 | 33.50 |
| Edward S. Franklin, 258002, District 11; injured February 11, 1969 | 22.00 |
| Booker T. Gaiter, 264979, District 11; injured February 1, 1969 | 10.00 |
| Booker T. Gaiter, 264979, District 11; injured February 7, 1969 | 37.00 |
| William T. Galioto, 265369, District 15; injured January 28, 1969 | 21.00 |
| Frank Anthony Galliardo, 265544, Task Force; injured March 3, 1969 | 11.00 |
| James Gautney, 273355, District 2; injured February 9, 1969 | 13.50 |
| John P. Glynn, 287020, District 21; injured March 9, 1969 | 11.25 |
| Keith J. Grabowski, 295126, Task Force, injured February 20, 1969 | 12.00 |
| Dennis Gray, 298646, Task Force; injured March 6, 1969 | 5.00 |
| William E. Green, 300886, District 18; injured March 2, 1969 | 16.00 |
| Edward J. Gremo, 302548, District 14; injured February 11, 1969 | 30.00 |
| Charles E. Hamilton, 316342, District 5; injured February 9, 1969 | 14.00 |
| John Hardy, 321264, Police Training Division; injured February 12, 1969 | 27.50 |
| Fred Harris, 324208, District 21; injured January 18, 1969 | 13.50 |
| Artis Haywood, 332559, District 21; injured January 21, 1969 | 13.50 |
| Ernest Huey, 362055, District 2; injured January 17, 1969 | 10.00 |
| William T. Hurley, 365493, District 1; injured February 19, 1969 | 19.00 |
| Laurence Jackson, 372324, District 5; injured February 4, 1969 | 14.00 |
| Lawrence Jackson, 372278, Bureau of Inspectional Services; injured February 11, 1969 | 10.00 |
| James P. James, 375498, District 12; injured August 24, 1968 | 10.00 |
| George W. Jones, 389554, District 12; injured May 12, 1968 | 5.00 |
| Vernis Jones, 391219, District 18; injured November 24, 1968 | 30.00 |
| Gust T. Kallas, 397026, Traffic Division; injured March 10, 1969 | 60.00 |
| Eugene R. Karlin, 400947, Traffic Division; injured March 1, 1969 | 31.50 |
| Stanley W. Katalinic, 402485, District 3; injured March 1, 1968 | 15.00 |
| Robert F. Keating, 405363, Task Force; injured March 21, 1968 | 15.00 |
| John P. Kelly, 409871, District 10; injured February 9, 1969 | 12.25 |
| Sidney Joseph Kent, 414667, Task Force; injured February 19, 1969 | 26.50 |
| Robert L. Kessner, 416047, District 14; injured March 13, 1969 | 20.00 |
| James Patrick Kinnally, 421160, District 14; injured March 1, 1969 | 10.00 |
| Richard Raymond Kunicki, 443992, District 11; injured January 31, 1969 | 30.00 |
| William R. LaPorte, 447419, District 13; injured January 7, 1969 | $ 26.50 |
| Gerald Edward Leenheer, 460865, District 6; injured March 5, 1969 | 26.90 |
| Neal E. Logue, 475088, Task Force; injured January 18, 1968 | 6.00 |
| Eldred E. Long, 475801, District 10; injured February 11, 1969 | 24.50 |
| Leon H. Long, 475996, District 8; injured March 9, 1969 | 44.00 |
| Ronald Robert Lothian, 477537, District 16; injured December 22, 1968 | 25.00 |
| Michael J. Lowery, 479550, District 16; injured March 6, 1969 | 13.00 |
| James Joseph Mahon, 491475, District 12; injured December 26, 1967 | 10.00 |
| Aloysius A. Majerczyk, 492729, Task Force; injured November 22, 1968 | 6.00 |
| Alan Markovitch, 502234, District 19; injured February 27, 1969 | 17.50 |
| James Edgar May, 512785, District 18; injured October 27, 1968 | 10.00 |
| Edward M. McCabe, 515785, Task Force; injured January 12, 1969 | 77.00 |
| Robert E. McCaffrey, 516361, District 18; injured February 27, 1969 | 15.00 |
| John F. McDermott, 52388, District 19; injured March 16, 1969 | 11.00 |
| Thomas V. McDermott, 523560, District 11; injured January 19, 1969 | 24.00 |
| James D. McEnroe, 526257, District 6; injured February 11, 1969 | 31.90 |
| Bernard C. McGarry, 527385, Task Force; injured March 7, 1969 | 5.00 |
| James F. McGee, 527595, District 11; injured February 24, 1969 | 46.50 |
| Allen J. McGrew, 530920, District 2; injured January 26, 1969 | 38.00 |
| John W. McIntyre, 533876, District 11; injured March 8, 1969 | 22.00 |
| Robert Michael McIntyre, 533981, Task Force; injured February 17, 1969 | 15.00 |
| Robert L. McKnabb, 535704, District 21; injured February 13, 1969 | 14.50 |
| A. Roterick McLaughlin, 535835, Bureau of Inspectional Services; injured March 8, 1969 | 5.00 |
| Walter G. McNeela, 540092, District 11; injured February 9, 1969 | 22.00 |
| Richard Phillip McPencow, 541264, District 6; injured October 2, 1968 | 38.00 |
| Robert F. Minaglia, 556416, District 20; injured December 28, 1968 | 35.00 |
| James Montgomery, 563017, District 2; injured December 20, 1963 | 88.50 |
| Richard J. Morales, 565608, District 15; injured February 28, 1969 | 7.00 |
| Stanley Mrozowski, 572588, District 11; injured February 1, 1969 | 21.00 |
| Sherwin Robert Mueller, 573298, Task Force; injured March 3, 1969 | 11.00 |
| William D. Nemcek, 590880, District 4; injured February 8, 1969 | 15.00 |
| John B. Nieciak, 594251, District 2; injured March 12, 1969 | 28.50 |
| James J. Nowdomski, 601295, District 15; injured February 1, 1969 | 42.00 |
| Maureen C. O'Connell, 606223, Youth Division; injured July 31, 1968 | 39.00 |

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|---|---|
| Donald G. Olson, 621138, Traffic Division; injured February 5, 1969 | $ 10.00 |
| John Michael O'Shea, 617171, District 15; injured March 12, 1969 | 17.00 |
| Carter Leslie Osleber, 623743, District 11; injured February 1, 1969 | 17.00 |
| Carter Leslie Osleber, 623743, District 11; injured February 24, 1969 | 20.75 |
| James R. Padar, 626150, District 18; injured March 17, 1969 | 18.50 |
| Frank J. Pajak, 627026, District 8; injured March 5, 1969 | 49.00 |
| Dominick P. Pantaleo, 629717, Traffic Division; injured January 1, 1969 | 43.40 |
| John A. Pappas, 630560, District 14; injured March 23, 1969 | 7.75 |
| Peter Joseph Parisi, 631129, District 11; injured December 16, 1968 | 33.50 |
| Spiro Patros, 634368, District 5; injured March 3, 1969 | 24.00 |
| Roland H. Paul, 635295, District 1; August 19, 1968 | 65.50 |
| George H. Penge, 639446, Automotive Pounds Section, injured February 24, 1969 | 28.50 |
| Edgar John Pochie, 653582, District 9; injured March 8, 1969 | 12.50 |
| Nicholas Popravak, 656750, Task Force; injured August 3, 1968 | 21.00 |
| Harry C. Potras, 658421, District 10; injured February 10, 1969 | 27.25 |
| Paul T. Praski, 660997, District 5; injured February 25, 1969 | 36.50 |
| Fred Preziosio, 662676, District 19; injured January 24, 1969 | 37.00 |
| Bernard W. Quinn, 669081, District 3; injured February 13, 1969 | 11.50 |
| Glen M. Radzik, 671266, District 11; injured February 12, 1969 | 37.50 |
| John F. Rafferty, 671532, District 3; injured February 23, 1969 | 26.50 |
| Norbert C. Rajewski, 672353, Task Force; injured February 13, 1969 | 20.00 |
| Thomas J. Reidy, 680265, District 12; injured January 16, 1969 | 32.00 |
| Walter S. Richardson, 685549, District 21; injured September 28, 1968 | 9.00 |
| Augustus D. Stanfield, 774203, Bureau of Inspectional Services; injured January 3, 1969 | 35.00 |
| Alexander Stasiak, 776066, District 14; injured September 29, 1968 | 12.00 |
| Kenneth C. Thelen, 804733, Task Force; injured November 22, 1968 | 39.00 |
| Kenneth C. Thelen, 804733, Task Force; injured January 23, 1969 | 29.50 |
| Paul Tillman, 810796, District 11; injured January 31, 1969 | 35.50 |
| William C. Tobin, 811958, District 20; injured October 16, 1968 | 23.00 |
| Francis L. Toney, 814095, District 12; injured August 18, 1968 | 10.00 |
| Richard Topel, 814740, District 12; injured August 28, 1968 | 6.00 |
| Harold H. Trezek, 818179, Task Force; injured April 27, 1968 | 6.00 |
| Louis A. Trifilio, Jr., 818437, Police Training Division; injured February 21, 1969 | 25.00 |
| Anthony R. Trunzo, 820284, District 14; injured March 1, 1969 | $ 15.00 |
| Raymond Trunzo, 820322, Task Force; injured February 11, 1969 | 46.75 |
| Richard A. Vallandigham, 828500, District 15; injured February 14, 1969 | 21.00 |
| Fred M. Vitek, 834540, District 1; injured January 8, 1969 | 42.50 |
| Frank J. Vulich, 833553, Central Services Division; injured February 5, 1969 | 11.75 |
| Joseph J. Wagner, 838218, District 10; injured October 18, 1968 | 7.50 |
| William N. Warshauer, 848583, District 18; injured February 15, 1969 | 46.75 |
| Robert L. White, 861797, District 7; injured February 10, 1969 | 15.00 |
| Bruce T. Willand, 865846, Task Force; injured May 13, 1968 | 5.00 |
| Bruce T. Willand, 865846, Task Force; injured January 8, 1969 | 25.00 |
| Gerald J. Williams, 867422, District 9; injured January 28, 1969 | 27.50 |
| William B. Wojda, 877841, District 19; injured January 24, 1969 | 37.00 |
| Howard G. Young, 886029, District 15; injured February 7, 1969 | 21.00 |
| William J. Ziemann, 892055, District 17; injured September 13, 1968 | 73.00 |
| Gregory W. Zito, 893435, District 11; injured February 16, 1969 | 22.00 |
| Earl Brelie, Captain, Engine Co. 17; injured September 15, 1967 | 35.00 |
| Michael E. Conconnan, Firefighter, Engine Co. 38; injured August 19, 1968 | 6.00 |
| Edward F. Freeman, Firefighter, Engine Co. 44; injured September 12, 1967 | 95.75 |
| Donald P. Heidenreich, Firefighter, Engine Co. 77; injured April 7, 1968 | 400.00 |
| James R. Henke, Firefighter, Engine Co. 83; injured August 29, 1968 | 11.00 |
| LeRoy Klode, Firefighter, Hook and Ladder Co. 14; injured August 27, 1968 | 20.00 |
| Robert Thelen, Firefighter, Hook and Ladder Co. 37; injured November 27, 1966 | 10.00 |
| James V. Absalom, Firefighter, Hook and Ladder Co. 47; injured October 12, 1968 | 313.80 |
| Joseph Barbaro, Battalion Chief, Battalion 9; injured November 24, 1968 | 52.00 |
| George Barutzke, Captain, Hook and Ladder Co. 23; injured December 30, 1968 | 551.00 |
| James P. Becvar, Firefighter, Hook and Ladder Co. 17; injured November 14, 1968 | 28.10 |
| Donald E. Bedore, Firefighter, Snorkel Squad 2; injured April 7, 1967 | 12.00 |
| John W. Birmingham, Firefighter, Hook and Ladder Co. 31; injured October 31, 1968 | 37.00 |
| Robert Breslin, Firefighter, Hook and Ladder Co. 42; injured November 24, 1968 | 33.00 |
| Richard Bueschel, Firefighter, Engine Co. 63; injured November 20, 1968 | 13.50 |
| John Burita, Firefighter, Engine Co. 85; injured November 13, 1968 | 116.50 |
| Hillard J. Burke, Firefighter, Hook and Ladder Co. 3; injured November 13, 1968 | 157.70 |

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| William F. Calkins, Firefighter, Hook and Ladder Co. 48; injured October 18, 1968 | $ 14.25 |
| Edward Campbell, Firefighter, Snorkel 6; injured November 14, 1968 | 22.50 |
| Joseph Cappello, Firefighter, Hook and Ladder Co. 5; injured December 30, 1968 | 289.00 |
| Carmen Caputo, Lieutenant, Engine Co. 8; injured November 22, 1968 | 8.00 |
| Edward J. Carone, Firefighter, Hook and Ladder Co. 31; injured October 22, 1968 | 35.00 |
| Edward J. Carone, Firefighter, Hook and Ladder Co. 31; injured December 30, 1968 | 21.00 |
| Michael E. Concannon, Firefighter, Engine Co. 38; injured December 11, 1968 | 25.00 |
| Richard D. Cull, Firefighter, Hook and Ladder Co. 22; injured September 12, 1968 | 36.50 |
| Donald J. Cunningham, Firefighter, Snorkel Squad 1; injured October 12, 1968 | 155.75 |
| Hilary J. Curran, Firefighter, Hook and Ladder Co. 46; injured December 16, 1968 | 113.00 |
| Louis Czene, Firefighter, Engine Co. 72; injured July 6, 1968 | 39.75 |
| Louis Czene, Firefighter, Engine Co. 72; injured November 24, 1968 | 459.55 |
| Richard Daly, Firefighter, Hook and Ladder Co. 44; injured November 17, 1968 | 13.00 |
| John DeHorn, Firefighter, Hook and Ladder Co. 3; injured October 20, 1968 | 16.00 |
| Fred DeLuca, Firefighter, Hook and Ladder Co. 34; injured November 24, 1968 | 18.00 |
| Herman J. Dimer, Firefighter, Hook and Ladder Co. 31; injured October 31, 1968 | 35.00 |
| Raymond Doelker, Firefighter, Engine Co. 112; injured October 22, 1968 | 76.50 |
| Joseph N. Melvan, Firefighter, Engine Co. 13; injured September 10, 1968 | 2,467.94 |
| John J. Reilly, Firefighter, Engine Co. 92; injured August 16, 1968 | 15.20 |
| Donald E. Sinclair, Firefighter, Hook and Ladder Co. 18; injured September 5, 1968 | 51.00 |
| Melvin Turner, Firefighter, Hook and Ladder Co. 11; injured September 23, 1968 | 37.50 |
| John P. Wall, Lieutenant, Salvage Squad 1; injured August 21, 1968 | 138.25 |
| Edward Weiskoph, Firefighter, Hook and Ladder Co. 29; injured December 12, 1968 | 12.25 |
| Donald C. Wilbur, Firefighter, Engine Co. 61; injured August 30, 1968 | 1,008.00 |
| Maurice Williamson, Firefighter, Snorkel Squad 2; injured August 4, 1968 | 45.00 |
| Stanley J. Wojtecki, Firefighter, Hook and Ladder Co. 54; injured November 7, 1968 | 34.00 |
| Robert E. Wood, Lieutenant, Engine Co. 110; injured October 12, 1968 | 13.00 |
| William M. Wood, Jr., Lieutenant, Hook and Ladder Co. 42; injured November 24, 1968 | 33.00 |

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| Frank A. Zarcone, Firefighter, Salvage Squad 3; injured November 21, 1968 | $ 28.00 |
| Robert W. Donati, Firefighter, Snorkel Squad 1; injured December 13, 1968 | 15.00 |
| Lester R. Driscoll, Firefighter, Engine Co. 77; injured December 23, 1968 | 96.50 |
| Kenneth Duleba, Firefighter, Engine Co. 57; injured December 31, 1968 | 15.00 |
| Edward J. Durkin, Battalion Chief, Battalion 19; injured October 13, 1968 | 27.50 |
| Wayne Dust, Captain, Engine Co. 63; injured September 14, 1968 | 40.00 |
| James R. Ennis, Firefighter, Engine Co. 32; injured January 3, 1969 | 29.00 |
| Joseph Feigl, Firefighter, Hook and Ladder Co. 26; injured January 2, 1969 | 56.00 |
| David J. Fitzpatrick, Firefighter, Salvage Squad 2; injured September 29, 1968 | 16.00 |
| Edward J. Gallagher, Firefighter, Hook and Ladder Co. 14; injured December 30, 1968 | 10.00 |
| Jerry Haase, Firefighter, Hook and Ladder Co. 39; injured September 13, 1968 | 37.00 |
| Walter Hammer, Firefighter, Engine Co. 67; injured December 6, 1968 | 13.00 |
| William Harrill, Firefighter, Engine Co. 73; injured October 5, 1968 | 45.50 |
| William Harty, Firefighter, Hook and Ladder Co. 26; injured June 24, 1968 | 16.00 |
| William Harty, Firefighter, Hook and Ladder Co. 26; injured January 6, 1969 | 30.00 |
| Emmitt D. Hays, Captain, Hook and Ladder Co. 31; injured October 31, 1968 | 35.00 |
| Richard J. Hickey, Firefighter, Salvage Squad 2; injured November 11, 1968 | 19.50 |
| William Hicks, Firefighter, Engine Co. 63; injured November 5, 1968 | 10.00 |
| Thornton Hodges, Firefighter, Engine Co. 82; injured November 24, 1968 | 33.00 |
| Nicholas Hoff, Firefighter, Engine Co. 38; injured October 5, 1968 | 206.50 |
| James P. Hogan, Firefighter, Hook and Ladder Co. 3; injured November 6, 1968 | 39.00 |
| James R. Hughes, Firefighter, Engine Co. 104; injured October 31, 1968 | 37.00 |
| Frank J. Hull, Firefighter, Engine Co. 44; injured October 3, 1968 | 30.00 |
| Joseph A. Hutchison, Firefighter, Engine Co. 95; injured September 23, 1968 | 71.85 |
| Walter Fitzgerald, Firefighter, Hook and Ladder Co. 14; injured December 30, 1968 | 12.00 |
| Joseph G. Jaminski, Firefighter, Hook Ladder Co. 42; injured November 24, 1968 | 62.50 |
| Jack Jaslowski, Firefighter, Snorkel Squad 2; injured July 14, 1968 | 27.00 |
| Jack Jaslowski, Firefighter, Snorkel Squad 2; injured August 5, 1968 | 27.00 |
| Phillip Kalowski, Firefighter, Snorkel Squad 2; injured May 21, 1968 | 12.00 |
| William J. Karasek, Jr., Firefighter, Engine Co. 25; injured December 31, 1968 | 10.00 |
| Frank J. Kelly, Firefighter, Engine Co. 122; injured July 6, 1968 | 3.25 |
| Michael King, Firefighter, Hook and Ladder Co. 48; injured October 10, 1967 | 47.50 |

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|---|---|
| Joseph R. Klem, Firefighter, Engine Co. 18; injured December 31, 1968 | $ 123.00 |
| Edward H. Koebler, Firefighter, Engine Co. 4; injured September 27, 1968 | 45.00 |
| Eugene Kordeck, Engineer, Fog Pressure No. 4; injured August 25, 1968 | 12.00 |
| LeRoy Kowalski, Firefighter, Hook and Ladder Co. 47; injured October 8, 1968 | 12.75 |
| Robert Kucharski, Firefighter, Hook and Ladder Co. 42; injured November 27, 1968 | 13.00 |
| Joseph F. Kulovits, Lieutenant, Engine Co. 87; injured November 29, 1968 | 36.25 |
| Emil Grocholl, Jr., Lieutenant, Engine Co. 50; injured December 30, 1968 | 54.35 |
| Mark J. Hickey, Firefighter, Hook and Ladder Co. 2; injured December 31, 1968 | 133.05 |
| Waldemar Kupka, Firefighter, Hook and Ladder Co. 13; injured January 1, 1969 | 52.80 |
| John A. Lewis, Firefighter, Hook and Ladder Co. 39; injured November 17, 1968 | 10.00 |
| Otto Linderman, Firefighter, Engine Co. 95; injured September 3, 1968 | 16.00 |
| Otto Linderman, Firefighter, Engine Co. 95; injured December 23, 1968 | 37.35 |
| Russell Lowe, Firefighter, Hook and Ladder Co. 32; injured November 24, 1968 | 62.50 |
| James P. Lynn, Lieutenant, Engine Co. 26; injured December 31, 1968 | 21.00 |
| Edward J. McGinnis, Firefighter, Hook and Ladder Co. 31; injured October 31, 1968 | 10.00 |
| Frank J. Mullin, Firefighter, Hook and Ladder Co. 25; injured November 1, 1968 | 18.00 |
| Denis J. O'Leary, Firefighter, Engine Co. 57; injured December 31, 1968 | 11.00 |
| Eugene Owcarz, Firefighter, Engine Co. 91; injured October 19, 1968 | 24.00 |
| Michael A. Palumbo, Firefighter, Hook and Ladder Co. 29; injured October 15, 1968 | 36.50 |
| James Paulsen, Firefighter, Engine Co. 26; injured October 3, 1968 | 34.00 |
| Ronald E. Payne, Firefighter, Engine Co. 68; injured December 24, 1968 | 11.00 |
| William M. Rooney, Firefighter, Engine Co. 45; injured September 3, 1968 | 39.00 |
| Walter Schuberth, Lieutenant, Engine Co. 44; injured October 21, 1968 | 31.45 |
| Robert Sutherland, Firefighter, Snorkel Squad 1; injured October 22, 1968 | 55.00 |
| Robert Thelen, Firefighter, Hook and Ladder Co. 37; injured August 6, 1968 | 27.00 |
| Robert Thelen, Firefighter, Hook and Ladder Co. 37; injured September 15, 1968 | 42.00 |
| Michael Walsh, Firefighter, Fog Pressure No. 10; injured September 26, 1968 | 10.00 |
| Michael Walsh, Firefighter, Engine Co. 100; injured December 14, 1968 | 11.50 |
| Michael F. White, Firefighter, Engine Co. 42; injured December 31, 1968 | 21.00 |
| Chester Witkowski, Firefighter, Hook and Ladder Co. 2; injured October 31, 1968 | 21.00. |

### Authority Granted for Payments of Miscellaneous Refunds, Compensation for Property Damage, Etc.

The Committee on Finance submitted a report recommending that the City Council pass a proposed order transmitted therewith, to authorize payments of miscellaneous claims.

On motion of Alderman Keane the said proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, McCutcheon, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—45.

*Nays*—None.

**The following is said order as passed:**

*Ordered,* That the City Comptroller is authorized and directed to pay to the following-named person the amount set opposite his name, same to be in full settlement for hospital license refund as indicated and to charge same to Account No. 100.-9112.934:

| *Name and Address* | *License No.* | *Amount* |
|---|---|---|
| St. Bernard Hospital, c/o Thomas P. Staunton, 6337 S. Harvard Av. | 31 | $885.00; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named persons the respective amounts set opposite their names, same being refund of fees paid for liquor licenses and/or food dispenser licenses as indicated and to charge same to Account No. 100.-9112.934:

| *Name and Address* | *License No.* | *Amount* |
|---|---|---|
| Alberta Best, 9138 S. Wallace St. | 2468 | $317.74 |
| Gwendolyn Warmack, 5066 W. Adams St. | H-68918 | 465.00 |
| Gwendolyn Warmack, 5066 W. Adams St. | H-68917 (Food) | 50.25 |
| Clarence W. Price Jr., 8935 S. Morgan St. | 3506 | 395.24 |
| Margaret Needham, 6532 S. Ashland Av. | 6130 | 317.74 |
| Ben Owens, 1250 S. Kildare Av. | 13331 (Tobacco) | 50.00 |
| | 4060 (Food) | 31.00 |
| Strom Food & Liquors Inc., c/o Hyman Strom, 644 LaCrosse, Wilmette, Ill. | 449 | 92.98 |
| Dorothy Thomas, 1512 S. Avers Av. | 3790 | 121.36; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named persons the respective amounts set opposite their names, same being refunds of fees paid for various licenses as indicated and to charge same to Account No. 100.9112.934:

| *Name and Address* | *License No.* | *Amount* |
|---|---|---|
| Thelma Taylor, 9234 S. Burnside Av. | H-54380<br>H-54381 | $41.70<br>10.00 |
| Estate of Rocco A. Cherullo, c/o Mrs. R. A. Cherullo, 15404 Vine Av. 60426 | 1409<br>1184 | 25.00<br>25.00 |
| Anthony Fiore, 6223 S. Francisco Av. | 1485 | 5.50 |
| Charles H. Grossman, 3053 N. Western Av. | 302 | 75.00 |
| Lincoln Park Cooperative Nursery School, 2335 N. Orchard St. | 145 | 55.00 |
| Robert Tresch, 7250 S. Western Av. | H-71352 | 68.75 |
| Verson Allsteel Press Co., c/o Al Pietrzak, 1355 E. 93rd St. | 1944 | 419.00 |
| B. Golden, 2772 E. 75th St. | 730<br>10727 | 50.00<br>6.00 |
| F & A Enterprises Inc., 207 N. Damen Av. | H-70465 | 50.00 |
| James E. Drake Sr., 121 S. 21st Av., Maywood, Ill. | 206 | 7.50 |
| William Krous, 4180 N. Marine Drive | H-42429 | 100.00 |
| William Singleton, 5848 S. Michigan Av. | H-64697 | 25.00 |
| C. F. Hasbrouck, 10612 S. Talman Av. | 59172 | 2.00 |
| Terrence Dale Hodder, 10931 Oak, Chicago Ridge, Ill. | 143 | 51.23; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named persons the respective amounts set opposite their names, same to be in full settlement for building permit refunds as indicated and to charge same to Account No. 100.9112.934 (building permits):

| *Name and Address* | *Permit No.* | *Amount* |
|---|---|---|
| Aron Eisenberg, 6204 N. Monticello Av. | B-404337<br>407972<br>404337 | $2,121.50 |
| Cleveland Wrecking Co., 3801 N. Milwaukee Av. | B-397851 | 78.00 |
| The Catholic Bishop of Chicago (St. Helen's Church), 2315 W. Augusta Blvd. | B-408408 | 414.90; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay the following-named person the amount set opposite her name, same to be in full settlement of claim for damage to vehicle on the date and location indicated and to charge same to Account No. 100.9112.934 (public works):

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Irene H. Kusbel, 12705 S. Union Av. | 11-31-68—State Street Bridge | $45.00; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named persons the respective amounts set opposite their names, same being in full settlement for damage to vehicles on the dates and locations indicated, and to charge same to Account No. 100.9112.934 (other departments):

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Clement Balonek, 3139 W. 42nd Pl. | 12-2-68—S. Sacramento and Douglas Blvds. | $82.15 |
| Jeannette L. Tracy, Esquire Auto Driving School, 2344 W. 97th St. | 12-28-68—W. 111th St. and S. Trumbull Av. | 73.59; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named persons the respective amounts set opposite their names, same to be in full settlement for personal injuries and/or damage to vehicles on the dates and at the locations indicated and to charge the same to Account No. 100.9112.934 (Streets and Sanitation):

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| John O. Brock, 6432 S. Ingleside Av. | 6-12-68—Between S. Evans and S. Langley Aves. | $ 41.30 |
| Bert L. Herrera, 3550 N. Lake Shore | 12-31-68—E. Wacker Dr., N. Michigan and N. Wabash Aves. | 77.12 |
| Miguel Sierra, 3557 W. Lyndale St. | 1-6-69—W. Fullerton and N. Kedzie Aves. | 187.66 |
| Allstate Ins. Co., 9933 Lawler Av., Skokie, Ill. | 1968 | 64.85 |
| Ray Ramey, 2902 N. Albany Av. | 1-28-69—2800 N. Troy St. | 81.20 |
| Jacqueline LoCoco, c/o Sam LoCoco Sr., 7046 W. 64th St. | 1-24-69—W. 63rd St. and S. Narragansett Av. | 7.30 |
| Walter Hyde, 6612 S. Marquette Rd. | 12-11-67—6612 S. Marquette Rd. | 200.00 |
| A. Morelli, 5802 W. Grand Av. | 1-7-69—5141 W. Fullerton Av. | 125.00; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named persons the respective amounts set opposite their names, same to be in full settlement for damage to vehicles while being towed on the dates and at the locations indicated and to charge the same to Account No. 100.9112.934 (Streets & Sanitation):

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Demetri Alexander, 7701 S. Merrill Av. | 9-2-68—2400 W. Grand Av. | $50.00 |
| Raymond Ahern, 807 Summit Dr., Lockport, Ill. | 11-29-68—Amphitheater | 72.66; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named persons the respective amounts set opposite their names, same to be in full settlement for personal injuries and/or damage to vehicles on the dates and at the locations indicated and to charge the same to Account No. 100.9112.934:

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Mrs. Bridget Lannon, 823 N. Lamon Av. | 2-20-68—833 N. Lamon Av. | $708.25 |
| Anthony D'Amico, 10340 S. Long Av., Oak Lawn, Ill. | 10-10-68—W. Van Buren St. and W. Jackson Blvd. | 52.11 |
| Nick Dyke, 12750 S. Lowe Ave. | 9-20-68—12750 S. Lowe Av. | 40.00 |
| Berent and Co. and Angelo Barftilotta, 7600 N. Kolmar Av. Skokie, Ill. | 12-2-68—N. Austin and W. Potomac Aves. | 70.27 |
| Dr. Jack Phillips, 5058 W. Chicago Av. | 3-26-69—N. Avers and W. Devon Aves. | 10.00; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named persons the respective amounts set opposite their names, same to be in full settlement for property and/or vehicle damages on the dates and at the locations indicated and to charge the same to Account No. 100.9112.934 (Police Department):

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Mrs. Sophie Mysliwiec, 1150 N. Francisco Av. | 7-13-68—1150 N. Francisco Av. | $122.55 |
| Mike Horvath, 4237 N. Hermitage St. | 7-15-68—601 W. Wilson Av. | 125.00 |
| James J. Moran, 9639 S. Green St. | 2-13-69—9058 S. Cottage Grove Av. | 63.30 |
| Motors Ins. Co. and Navie Butler, 5930 N. Lincoln Av. | 2-16-69—W. Lexington St. and S. Pulaski Rd. | 75.00 |
| Henry Fraction, 1255 W. 14th St. | 2-16-69—943 W. Maxwell St. | 48.50 |
| Elliot S. Hamilton, 4952 N. Monticello Av. | 9-30-69—5241 N. Western Av. | 35.00 |
| Linda Bernstein, 1640 N. 1st Av., No. 7, Melrose Park, Ill. | 2-14-69—3420 W. Van Buren St. | 63.15 |
| Julia May Chaney, 1372 W. 14th St. | 2-16-69—1348 W. 14th St. | 35.00 |
| Rev. Wm. M. Ferry, 4300 N. Hermitage Av. | 12-28-68—W. Rosemont and N. Western Aves. | 90.00 |
| Isiah Dunn, 1384 W. 14th St. | 2-16-69—1348 W. 14th St. | 35.00 |
| Florence Harmon, 8308 S. Langley Av. | 3-29-69—1413 E. 73rd St. | 26.60 |
| Sister J. Pauley, St. Martin Parish, 5842 S. Princeton Av. | 4-15-69—320 W. 59th St. | 88.83; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named persons the respective amounts set opposite their names, same to be in full settlement for damage to vehicles, property and personal injury on the dates and at the locations indicated and to charge the same to Account No. 100.9112.934 (Fire Department):

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| David H. Abbihil, c/o Halsey Steins, 175 W. Jackson Blvd. | 3-11-69—870 W. Buena St. | $142.67 |
| Solomon and Harriet Bochner, 1021 Dodge Av., Evanston, Ill. | 1-69—1020 W. Wilson Av. | 108.09 |
| John Walley, 2117 N. Halsted St. | 10-17-67—2111 N. Halsted St. | 66.15 |
| Illinois Central Hospital, 5800 S. Stony Island Av. | 3-4-69—1436 E. 65th Pl. | 10.00 |
| Mr. D. Hayes, 5024 N. Hamlin Av. | W. Peterson Av. and N. Pulaski Rd. | 68.30; |

and

*Be It Further Ordered,* That the Commissioner of Water and Sewers is authorized and directed to pay to the following-named persons the respective amounts set opposite their names, same being in full settlement for damage to vehicles on the dates and locations indicated and to charge same to Account No. 200.9112.935 (Water and Sewers):

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Bonnie Sonneborn, 5737 N. Kenmore Av. | 1-8-69—5440 N. Christiana Av. | $ 7.50 |
| Albert K. Graves, 6918 S. Marshfield Av. | 2-27-69—6918 S. Marshfield Av. | 28.00 |
| Marvin P. Fogel, 4714-D Main St., Skokie, Ill. | 2-21-69—2730 N. Central Av. | 42.22; |

and

*Be It Further Ordered,* That the Commissioner of Water and Sewers is authorized to pay to the following-named persons the respective amounts set opposite their names, same being refunds of water rates on account of underground and fixture leaks collected against premises indicated and charge same to Account 200.8220.935:

| *Name and Address* | *Location* | *Amount* |
|---|---|---|
| Mrs. J. J. Ezerski, 1709 W. 46th St. | 4604 S. Paulina St. | $ 59.81 |
| John F. La Violette, 2453 N. Greenview Av. | 2453 N. Greenview Av. | 33.41 |
| F. R. Artist, 2400 S. St. Louis Av. | 2400 S. St. Louis Av. | 49.26 |
| Mrs. Ida Baldi, 2130 W. Coulter St. | 2130 W. Coulter St. | 35.79 |
| J. Hubal, 13511 S. Brandon Av. | 13511 S. Brandon Av. | 7.57 |
| Horace Merriweather, 3337 W. Adams St. | 3337 W. Adams St. | 85.53 |
| Mr. and Mrs. R. K. Rappleye, 435½ W. Roscoe St. | 2029 N. Sedgwick St. | 109.00 |
| Mrs. M. Rios, 4452 W. Jackson Blvd. | 4452 W. Jackson Blvd. | 94.00 |
| Ted's Tavern, 3659 W. Armitage Av. | 3659 W. Armitage Av. | 152.80 |

| *Name and Address* | *Location* | *Amount* |
|---|---|---|
| Southwest Federal Savings and Loan, 3525 W. 63rd St. | 6401 S. Ashland Av. | $200.00 |
| Vito Falcone, 1749 N. Mayfield Av. | 2708 W. Arthington St. | 118.73 |
| Mr. and Mrs. S. Adelman, 2133 W. 18th Pl. | 2133 W. 18th Pl. | 10.92 |
| Josephine T. Rizzio, 6853 N. Lamon Av. | 1112 W. Armitage Av. | 200.00 |
| Mrs. Josephine Stevenson, 501 W. 119th St. | 639 W. 120th St. | 61.91; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named persons the respective amounts set opposite their names, same being refunds of fees paid for vehicle licenses as indicated and to charge same to Account No. 300.9112.990 (City Collector):

| *Name and Address* | *License No.* | *Amount* |
|---|---|---|
| Martha M. Langill, 1135 N. State St. | X-322680 | $15.00 |
| Martha O. Kelley, 2047 W. Touhy Av. | X-320577 | 15.00 |
| Merton Ephraim, 4118 W. 79th Pl. | X-30293 | 15.00 |
| Nick Boucher & Sons Co., 1388 N. Branch St. | U-87551 | 30.00 |
| Jesse L. Wasson, 2760 Hampden Ct. | U-95029 | 30.00 |
| Roger G. Pearson, 6101 N. Ozark Av. | U-556423 | 30.00 |
| Bernard G. Paul and Executive Airfreight, 520 W. Aldine Av. | U-287810 | 30.00 |
| Helen M. Tubridy, 12147 S. Vincennes Av., Blue Island, Ill. | U-21624 | 30.00 |
| Anthony T. Stoklosa, 5033 W. Winnemac Av. | U-461840 | 30.00 |
| Estate of Michael J. Rudden, c/o D. Marie Rudden, 5818 W. Erie St. | X-48343 | 15.00 |
| Lt. William J. Pyrek, 4444 N. Menard Av. | U-5228 | 30.00 |
| Johnny Alara Oblitas, c/o Mr. Oblitas, 535 Buena Vista Av., Alameda, California | X-45934 | 15.00 |
| Estate of William G. Menk, c/o Sophia Menk, 4614 N. Leamington Av. | X-16938 | 15.00 |
| Thaddeus J. Krajenta Jr., c/o Mr. and Mrs. T. Krajenta, 4178 W. Barry Av. | U-100568 | 30.00 |
| Estate of Carl Jung, c/o Richard C. Jung, 234 Hickory Ct., Northbrook, Ill. | X-334054 | 15.00 |
| Estate of Otto L. Hoger, c/o Arthur Hoger, 2149 W. 76th Pl. | U-398015 | 30.00 |
| Morrie Gordon, 6038 N. Washtenaw Av. | U-537675 | 30.00 |
| Richard J. Geary, 2900 W. 39th Pl. | X-331253 | $15.00 |
| Darlyne K. Garwood, 2547 W. 103rd St. | U-587004 | 30.00 |
| Robert F. Egenes, c/o Donna Egenes, P.O. Box 144, Liberty, Illinois | U-655305 | 30.00 |
| Walter Dulek, 4649 W. Belle Plaine Av. | U-534607 | 30.00 |
| Estate of Anthony Capodice, c/o R. C. Hultquist, 1 N. LaSalle St., Suite 701 | U-101631 | 30.00 |
| Estate of Nathan Pickman, c/o Robert Linden, Executor, Pioneer Trust & Savings Bank, 4000 W. North Av. | U-20637 | 30.00; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay the following-named persons the respective amounts set opposite their names, same to be in full settlement of their claims for property damage on the dates and locations indicated and to charge same to Account No. 330.9112.934 (Bureau of Forestry):

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Joseph Irons, 2456 W. Coyle Av. | 12-5-68—2456 W. Coyle Av. | $ 45.00 |
| Bernard Clark, 5623 N. Jersey Av. | 1-13-69—5625 N. Jersey Av. | 100.00 |
| Joseph Wijas, 2219 W. Cortez St. | 10-3-68—2219 W. Cortez St. | 45.00. |

**Authority Granted for Decrease of Water Rates.**

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

*Ordered,* That the Commissioner of Water and Sewers is authorized to decrease the amount due by the amount set opposite the name of the claimants upon payment of the unpaid balance; same being abatement of water rates on account of underground leaks:

| *Name and Address* | *Location* | | *Amount* |
|---|---|---|---|
| Joseph Atwell, 4449 S. Calumet Avenue | 4449 S. Calumet Avenue | Decr. | $181.50 |
| Charlene Conway, 2221 W. Roscoe Street | 2221 W. Roscoe Street | Decr. | 71.07. |

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, McCutcheon, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—45.

***Nays*—None.**

### *Failed to Pass*—PROPOSED ORDER FOR CANCELLATION OF WARRANT FOR COLLECTION.

The Committee on Finance submitted a report recommending that the City Council *do not pass* a proposed order to cancel Warrant for Collection No. D-98286 in the amount of $10.00 for the annual maintenance and operating cost of one private fire alarm box at No. 7154 N. Sacramento Avenue.

Alderman Keane moved to *Concur* in the committee's recommendation. The question thereupon became: *"Shall the proposed order Pass, the recommendation of the committee to the contrary notwithstanding?"*; and the question being put, said proposed order *Failed to Pass*, by yeas and nays as follows: *Yeas*—None; *Nays*—45.

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### *Placed on File*—MISCELLANEOUS MATTERS.

The Committee on Finance submitted reports recommending that the City Council *Place on File* two documents transmitted therewith. On motion of Alderman Keane the committee's recommendations were *Concurred In*.

The following is a summary of said documents:

A communication from the Veterans Poppy Day Association of Chicago, dated April 17, 1969, regarding their receipts and disbursements of the funds received from their 1968 Annual Poppy Day Sale;

A communication from Department of Public Works, dated May 2, 1969, transmitting Monthly Progress Report No. 263 for the month ending March 31, 1969, showing progress of construction on Sewer Bond Issue Projects.

### *Disallowed*—SUNDRY CLAIMS FOR PAYMENTS OF DAMAGES, REFUNDS, ETC. *(Adverse Recommendations by Committee)*.

The Committee on Finance submitted a report recommending that the City Council *Disallow* certain miscellaneous claims. On motion of Alderman Keane the committee's recommendations were *Concurred In*.

The following is a summary of said claims, which were referred to the committee on the respective dates noted in parentheses:

*Compensation for Damage to Vehicles, Etc.:*

(May 31, 1968) John Frasik;
(June 26, 1968) Ben Jones, Jr.;
(August 21, 1968) Truman A. Smith;
(December 27, 1967) Barbara Greer;
(December 27, 1967) Lorna M. Meyers;
(January 8, 1969) Myrtle E. Todes;
(December 9, 1968) Allstate & Fred J. Cimmer;
(February 21, 1969) Narish Vasavid;
(January 11, 1969) Elouise S. Doss;
(December 17, 1968) Walter Griegel;
(January 5, 1968) Allstate & Louis Lyman;
(October 28, 1968) Allstate & Nathaniel Patterson;
(February 12, 1969) Phillip DeMeo;
(February 13, 1969) Naomi Kaye;
(July 29, 1968) Marvin Frank;
(February 3, 1969) Gail Walters;
(January 22, 1969) Thomas J. Walsh;
(June 7, 1968) Heritage Mutual & Thomas & Lillian Strockert;
(January 27, 1969) John Markopoulos;
(January 31, 1969) Eddie Messick;
(June 7, 1968) Charles Stillo;
(November 21, 1968) Leonard Skuby;
(January, 1969) Gregory M. Fiala;
(October 10, 1968) Ronald Hurst;
(February 9, 1969) Motors Ins. and Pat Ryan and Ass. No. 1.

*Compensation for Property Damage:*

(May 7, 1968) John Coombs;
(March 27, 1969) Elizabeth Blotteaux;
(July 17, 1968) Marie L. Smith;
(October 16, 1968) Harold M. Wentink;
(January 15, 1969) George G. Herz;
(February 20, 1969) Mrs. Irving Kron;
(August 12, 1968) Walton & Evelyn Powell;
(February 3, 1969) Elsie C. Blakely;
(February 24, 1969) Sylvester Dickerson;
(March 14, 1969) Water Distribution Div. Employees;
(March, 1969) Michael J. Bibbiano;
(March 22, 1969) Alonzo Baylock.

*Compensation for Refunds:*

(September 16, 1968) Prince Oliver;
(January 10, 1968) Thomas C. Kass;
(January 9, 1969) Theodore R. Follmer;
(February 17, 1968) David Wasserman;
(January 16, 1969) Reuben L. Sandberg;
(April 21, 1969) Thomas C. Elder;
(February 19, 1969) Mrs. Martin Palman;
(March 10, 1969) Mosses Day;
(March 16, 1964) Walter Calmese.

*Compensation for Personal Injuries:*

(July 5, 1968) Josephine Bogovich;
(May 25, 1968) Dorothy Henry;
(September 11, 1966) Ella Jackson;
(July 25, 1968) Lillian Strull;
(September 3, 1968) Frank J. Lang;
(January 21, 1969) Mrs. Mary Morris;
(January 16, 1969) John Brusich;
(January 23, 1969) Cecelia Barch Caplan;
(October 1, 1966) Edith St. Pierre.

*Compensation for Water Rebates:*

(August 13, 1968) Nathan Lerner;
(September 11, 1968) Spiros Kokinis;
(January 17, 1968) Thomas Harmon.

## COMMITTEE ON FEDERAL AND STATE LEGISLATION.

### *Action Deferred*—ON RECOMMENDATIONS MADE TO GENERAL ASSEMBLY AS TO BILLS AFFECTING CITY OF CHICAGO.

The Committee on Federal and State Legislation submitted the following report, which was, at the request of two aldermen present (Alderman Hoellen and Alderman Sperling) *Deferred* and ordered published:

CHICAGO, May 9, 1969.

*To the President and Members of the City Council:*

Your Committee on Federal and State Legislation, having had under consideration Bills pending in the General Assembly of the State of Illinois which affect the City of Chicago, begs leave to make the following recommendations:

That the City Council approve and respectfully petition the General Assembly of the State of Illinois to enact into law—

HOUSE BILL 1877

Amends Highway Code. Raises the limit of motor fuel tax funds that a municipality may spend on the construction or maintenance of streets from 50% to 60%. Raises the amount that may be spent on maintenance from ½ to ¾ of the allotted amount.

HOUSE BILL 2007

Amends Illinois Municipal Code. Increases municipal retail sales tax to 1%, all additional revenues over ¾ of 1% to go to salaries of law enforcement, fire protection, or public health personnel or for abatement of real estate taxes.

HOUSE BILL 2382

Amends Illinois Municipal Code. Increases from 6% to 7% the maximum interest rate on refunding bonds.

HOUSE BILL 2383

Amends Illinois Municipal Code. Increases interest rate of tax anticipation warrants from 6% to 7%.

HOUSE BILL 2384

Amends Illinois Municipal Code. Increases maximum interest rate from 4% to 6% on bonds which municipalities of 500,000 or more may issue to create working cash fund.

HOUSE BILLS 2406 THRU 2410

Increases from 6% to 7% maximum interest rate on bonds for waterworks and sewer systems.

HOUSE BILL 1640

Amends Pension Code relating to Municipal Employees' Annuity and Benefit Fund of Chicago. Adds new Section which gives to those heretofore retired a partial similar automatic annual increase in annuity as given to those who now retire and have retired since the year 1960.

HOUSE BILL 1641

Amends Pension Code relating to Municipal Employees' Annuity and Benefit Fund of Chicago. Permits payment by participants in the Municipal Employees' Annuity and Benefit Fund of Chicago to such Fund for credit for annuity purposes for service heretofore rendered to a governmental body in the State of Illinois whose employees are covered by the Retirement System Reciprocal Act. Payment and credit limited to such service as was rendered prior to the time the present pension plan of the applicable governmental body came into force and effect. Subject to other specified limitations and conditions.

HOUSE BILL 1808

Amends Illinois Municipal Code. Authorizes municipalities to license and regulate businesses and occupations.

HOUSE BILL 1809

Amends Illinois Municipal Code. Authorizes municipalities to pass ordinances to promote public health, safety, morals and general welfare.

HOUSE BILL 1811

Amends the Illinois Municipal Code of 1961. Increases judgment tax levy authorization for municipalities with a population of 500,000 or more to $4,500,000 (now $3,000,000).

HOUSE BILL 1813

Amends Revenue Act of 1939. Provides that City shall be reimbursed in any court decree concerning any land which the City has an interest.

HOUSE BILL 2550

Provides for creation of Urban Transportation Districts within municipalities.

HOUSE BILL 2702

Changes maximum amount of certain unincorporated land municipality may annex by ordinance from 60 to 100 acres.

HOUSE BILL 2787

Allows violators of municipal ordinances to be incarcerated up to six (6) months.

SENATE BILL 957

Creates Fair Housing Act. Prohibits discrimination in the sale, leasing, renting, listing of financing of real property. Defines unfair housing practice and specifies procedures for filing complaints and correcting unfair practices. Specifies the powers and duties of the Commission on Human Relations in administering the Act. Provides for review of Commission orders under the Administrative Review Act.

SENATE BILL 983

Amends Vehicle Code (H.B. 1951). Establishes a new system of registration of motor vehicles. Provides that re-registration is to be distributed throughout the year in each county by means of monthly series system of renewals. Provides that month of expiration is to be shown on the plates. Effective January 1, 1970.

That the City Council disapprove and respectfully petition the General Assembly of the State of Illinois not to enact into law——

HOUSE BILL 2277

Amends 1941 Cities and Villages Act relating to the City of Chicago. Requires run-off election if total vote of winner in alderman race is less than 40% of the number of registered voters in the ward, except when there is only one candidate. Requires voter approval by referendum before amendment takes effect.

SENATE BILL 1085

Amends Article 21 of 1941 Cities and Villages Act. Provides for partisan aldermanic elections in Chicago. Referendum.

That the City Council approve and respectively petition the General Assembly of the State of Illinois to enact into law, provided that the exclusion recited therein shall be removed, because the Statutes presently protect the news and educational publications—

HOUSE BILL 1253

Adds Section to Municipal Code. Provides cities may pass and enforce all ordinances necessary or desirable to promote or protect the public health, safety, morals or general welfare. Excludes those engaged in the dissemination of news or the sale and distribution of educational material.

HOUSE BILL 1257

Amends the Illinois Municipal Code. Empowers the corporate authorities of each municipality to license, tax and regulate all business carried on for gain within the corporate limits. Excludes those engaged in the dissemination of news or the sale and distribution of educational material.

These recommendations were concurred in by a unanimous vote of the Committee.

Respectfully submitted,

(Signed) EDWIN P. FIFIELSKI,
*Vice-Chairman.*

## COMMITTEE ON HEALTH.

### *Action Deferred*—ON PROPOSED ORDINANCE TO REQUIRE CLEAR AND TRANSPARENT WRAPPING OF PRE-PACKAGED MEAT, ETC.

The Committee on Health submitted the following report, which was, at the request of three aldermen present (Aldermen Wigoda, Zydlo and Frost) *Deferred* and ordered published:

CHICAGO, May 9, 1969.

***To the President and Members of the City Council:***

Your Committee on Health, having had under consideration a proposed ordinance (referred to Your Committee on May 28, 1968) to amend the Municipal Code of Chicago to prescribe new regulations to require colorless and transparent wrapping of pre-packaged meat, etc., begs leave to recommend that Your Honorable Body pass the substitute proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 10 members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) STANLEY M. ZYDLO,
*Vice-Chairman.*

The following is the substitute proposed ordinance recommended in the foregoing committee report:

Be It Ordained by the City Council of the City of Chicago:

*Section 1.* That Chapter 100 of the Municipal Code of Chicago be and is hereby amended by adding thereto the following section, to be known as Section 100-12.3:

100-12.3 All fresh or frozen meats, poultry parts, vegetables, and fruit which are packaged in advance of being exposed and offered for sale shall be in an entirely transparent package, manufactured of non-toxic material, approved by the Food and Drug Administration as being "Food Grade", which package shall afford a view of the contents from all sides of such package, exclusive of the label which shall not cover more than five (5%) per centum of such package.

*Section 2.* This ordinance shall take effect January 1, 1970.

## COMMITTEE ON LOCAL INDUSTRIES, STREETS AND ALLEYS.

### Grants Made of Privileges in Public Ways.

The Committee on Local Industries, Streets and Alleys, to which had been referred (on April 17 and 25, 1969) eight proposed ordinances and one proposed order for grants of privileges in public ways, submitted a report recommending that the City Council pass said proposed ordinances and said proposed order (transmitted therewith).

On separate motions made by Alderman Aiello *each* of the said eight proposed ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, McCutcheon, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling —45.

*Nays*—None.

*Each of the said eight ordinances contains Sections 3, 4, 5 and 6, which are identical with Sections 3, 4, 5 and 6 respectively of the "Standard Special Provisions" printed on pages 5243-5244 of the Journal of the Proceedings of April 9, 1969.* Sections 1 and 2 of the said eight ordinances read respectively as follows (the Italic heading in each case not being a part of the ordinance):

*Grant to Chicago Cycle Supply Co.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority hereby are given and granted to Chicago Cycle Supply Company, a corporation, its successors and assigns, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a removable loading platform twelve (12) feet in length and four (4) feet nine and one-half (9½) inches in depth, together with a canopy over said loading platform thirty-two (32) feet in length and sixteen (16) feet in width, located in front of the premises known as Nos. 647-649 W. Fulton Market; for a period of ten (10) years from and after June 16, 1967.

The location of said loading platform and canopy shall be as shown on sketch hereto attached, which by reference is made a part of this ordinance. Said loading platform and canopy shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. The grantee shall keep said loading platform and that portion of the public way adjacent thereto in good condition and repair, safe for public travel and free from snow, ice and dirt, to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of two hundred fifty-seven and no/100 dollars ($257.00) per annum, in advance, the first payment to be made as of June 16, 1967, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof before the structures and appliances herein authorized are removed and the public way is restored as herein required.

### *Grant to Chilli-O-Frozen Foods, Inc.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority hereby are given and granted to Chilli-O-Frozen Foods, Incorporated, a corporation, its successors and assigns, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a loading platform on the east side of N. Aberdeen Street in front of the premises known as Nos. 311-317 N. Aberdeen Street, together with a canopy over the sidewalk at said location. Said loading platform shall not exceed ninety-three (93) feet in length eighteen (18) inches in height at the curb line and twenty-three (23) inches in height at the building line and fourteen (14) feet in width with a ramp six (6) feet in width and twelve (12) feet in length at each end of said loading platform at the curb line. The portion of the platform east of and adjoining the above-mentioned ramps shall be protected by pipe railings. Said canopy shall not exceed ninety-three (93) feet in length nor fourteen (14) feet in width; for a period of ten (10) years from and after April 13, 1968.

The location of said loading platform and canopy shall be as shown on sketch hereto attached, which by reference is made a part of this ordinance. Said loading platform and canopy shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. The grantee shall keep said loading platform and canopy and that portion of the public way adjacent thereto in good condition and repair, safe for public travel and free from snow, ice and dirt, to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of three hundred eighteen and no/100 dollars ($318.00) per annum, in advance, the first payment to be made as of April 13, 1968, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof before the structures and appliances herein authorized are removed and the public way is restored as herein required.

### *Grant to I. T. T. Continental Baking Co.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority hereby are given and granted to I.T.T. Continental Baking Company, a corporation, its successors and assigns, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a railroad switch track at street grade on and across the west side of N. Lakewood Avenue connecting with the westerly track of the Chicago, Milwaukee, St. Paul and Pacific Railroad at a point two hundred seventy-five (275) feet south of the south line of W. Diversey Parkway, thence northerly on a curve on and across N. Lakewood Avenue to a point on the west line thereof one hundred twenty (120) feet south of the south line of W. Diversey Parkway; for a period of twenty (20) years from and after April 23, 1969.

The location of said railroad switch track shall be as shown in yellow on print hereto attached, which by reference is made a part of this ordinance. Said railroad switch track shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. The grantee shall keep that portion of the public way occupied by said railroad switch track in good condition and repair, safe for public travel and free from snow, ice and dirt, to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of three hundred thirty and no/100 dollars ($330.00) per annum, in advance, the first payment to be made as of April 23, 1969, and each succeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof before the structures and appliances herein authorized are removed and the public way is restored as herein required.

### *Grant to W. F. Hall Printing Co.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority hereby are given and granted to W. F. Hall Printing Co., a corporation, its successors and assigns, upon the terms and subject to the conditions of this ordinance, to maintain and use as now installed two (2) four-inch conduits encased in concrete underneath the parkway on the east side of N. Knox Avenue ten (10) feet west of the east line of said N. Knox Avenue from the south line of W. Wellington Avenue three hundred fifty (350) feet north to an existing manhole. Also, to maintain and use as now installed two (2) four-inch conduits containing twelve thousand (12,000) volt electric cables from said manhole a distance of two hundred thirty-five (235) feet under private property north to the building of the Chicago Roto Print Company west of and adjoining the east line of said N. Knox Avenue, thence in a three-inch armored cable up a distance of twenty-five (25) feet on the face of said building, thence running northerly on the wall of said building a distance of four hundred (400) feet into said building; for a period of ten (10) years from and after May 6, 1969.

The location of said conduits shall be as shown in red on print hereto attached, which by reference is made a part of this ordinance. Said conduits shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. The grantee shall keep that portion of the public way over said conduits in good condition and repair, safe for public travel and free from snow, ice and dirt, to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of four hundred and no/100 dollars ($400.00) per annum, in advance, the first payment to be made as of May 6, 1969, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof before the structures and appliances herein authorized are removed and the public way is restored as herein required.

### *Grant to Plasto Manufacturing Co.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority hereby are given and granted to Plasto Manufacturing Co., a corporation, its successors and assigns, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a loading platform twenty-six (26) feet six (6) inches in length on the south side, nineteen (19) feet six (6) inches in length on the north side, six (6) feet in width and four (4) feet in height, located in the first east-west twenty-foot public alley north of W. Carroll Avenue, used in connection with the premises known as Nos. 3200-3208 W. Carroll Avenue; for a period of ten (10) years from and after January 20, 1969.

The location of said loading platform shall be as shown on sketch hereto attached, which by reference is made a part of this ordinance. Said loading platform shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. The grantee shall keep that portion of the public way adjacent thereto in good condition and repair, safe for public travel and free from snow, ice and dirt, to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of two hundred and no/100 dollars ($200.00) per annum, in advance, the first payment to be made as of January 20, 1969, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof before the structures and appliances herein authorized are removed and the public way is restored as herein required.

### *Grant to Marshall Ravich.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority hereby are given and granted to Marshall Ravich, his heirs, executors and assigns, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a loading platform fifty (50) feet in length sixteen (16) feet in width and two (2) feet in height in front of the premises known as Nos. 1105-1107 W. Fulton Market; for a period of ten (10) years from and after the date of passage of this ordinance.

The location of said loading platform shall be as shown on sketch hereto attached, which by reference is made a part of this ordinance. Said loading platform shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. The grantee shall keep said loading platform and that portion of the public way adjacent thereto in good condition and repair, safe for public travel and free from snow, ice and dirt, to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of two hundred and no/100 dollars ($200.00) per annum, in advance, the first payment to be made as of the date of passage of this ordinance, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof before the structures and appliances herein authorized are removed and the public way is restored as herein required.

### *Grant to Riverside Plaza Corp.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority hereby are given and granted to Riverside Plaza Corporation, a corporation, its successors and assigns, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a vault underneath the surface of N. Canal Street from the north line of W. Madison Street north a distance of three hundred sixty-two and thirty-eight hundredths (362.38) feet, extending under the roadway of N. Canal Street not more than twenty (20) feet; for a period of ten (10) years from and after April 26, 1969.

The location of said vault shall be as shown on print hereto attached, which by reference is made a part of this ordinance. Said vault shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. The grantee shall keep that portion of the public way over said vault in good condition and repair, safe for public travel and free from snow, ice and dirt, to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges

herein granted the sum of two thousand eight hundred ninety-eight and 84/100 dollars ($2,898.84) per annum, in advance, the first payment to be made as of April 26, 1969, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof before the structures and appliances herein authorized are removed and the public way is restored as herein required.

*Grant to Joseph T. Ryerson & Son, Inc.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority hereby are given and granted to Joseph T. Ryerson & Son, Inc., a corporation, its successors and assigns, upon the terms and subject to the conditions of this ordinance, to construct, maintain and use a two-way four-inch pneumatic tube system to connect the east wall on the Southwest Plant Building located between S. Rockwell Street and S. Washtenaw Avenue and the west wall on the South Plant Building across W. 18th Street northeasterly for a distance of ninety-seven and five tenths (97.5) feet along and attached to the two supporting lines and shall be at a minimum height of twenty-four (24) feet above street grade; for a period of ten (10) years from and after the date of passage of this ordinance.

The location of said pneumatic tube shall be as shown in red on print hereto attached, which by reference is made a part of this ordinance. Said pneumatic tube shall be constructed under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. The grantee shall keep that portion of the public way under said pneumatic tube in good condition and repair, safe for public travel and free from snow, ice and dirt, to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of two hundred and no/100 dollars ($200.00) per annum, in advance, the first payment to be made as of the date of passage of this ordinance, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof before the structures and appliances herein authorized are removed and the public way is restored as herein required.

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### *Irving B. Dobkin: Space Underneath North Approach of N. Michigan Av.*

On motion of Alderman Aiello the proposed order transmitted with the pending committee report was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, McCutcheon, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling —45.

*Nays*—None.

The following is said order as passed:

*Ordered,* That the City Comptroller be and he is hereby authorized to issue a permit to Irving B. Dobkin to occupy space underneath the north approach of N. Michigan Avenue from the north retaining wall to the north line of E. Grand Avenue, being twenty-four (24) feet by eighty (80) feet in size, and the grantee shall furnish insurance coverage for public liability and property damage in amounts acceptable to the City Comptroller; for a period of three (3) years from and after May 8, 1969, at an annual compensation of seven hundred sixty-eight and no/100 dollars ($768.00) payable annually in advance, said permit subject to revocation by either party on thirty (30) days' notice in writing, or may be revoked by the Mayor at any time in his discretion.

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### Supt. of Maps Directed to Approve Plat of Dedication.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (which was referred to the committee on April 25, 1969):

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized to approve a plat of dedication of the north 40 feet of W. Foster Avenue between the center line of N. Canfield Avenue and a line approximately 1172 feet west thereof, also the west 33 feet of N. Canfield Avenue between a line 40 feet north of and parallel with the center line of W. Foster Avenue and a line approximately 325 feet north thereof, as shown on the attached plat, when the necessary certificates are shown on said plat.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

On motion of Alderman Aiello the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, McCutcheon, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling —45.

*Nays*—None.

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### Board of Local Improvements Requested to Institute Special-Assessment Proceedings for Paving of Certain Street and Alley.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass the following proposed order transmitted therewith (as a substitute for proposed orders referred to the committee on April 17, 1969):

*Ordered,* That the Board of Local Improvements is hereby requested to institute the necessary proceedings for the paving with concrete, by special assessment, of the roadway of the following described alley and street:

Alley in the block bounded by S. Hamlin Avenue, S. Springfield Avenue, W. 60th Place and W. 61st Street;

S. Morgan Street from W. 110th Street to W. 111th Street.

On motion of Alderman Aiello the foregoing substitute proposed order was *Passed.*

### Board of Local Improvements Requested to Institute Proceedings for Construction of Tile Pipe Sewer and for Grading, Paving and Improving Public Alley by Special Assessment.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass the following proposed order transmitted therewith (which was referred to the committee on April 25, 1969):

*Ordered,* That the Board of Local Improvements is hereby requested to institute the necessary proceedings for the construction of a tile pipe sewer, and for the grading, paving and otherwise improving, by special assessment, the roadway of the alley between W. 64th Street, W. 64th Place, S. St. Louis Avenue and S. Central Park Avenue, and also that part of the east-west alley from a line parallel with and eighteen (18) feet east of the west line of S. St. Louis Avenue to the west line of S. St. Louis Avenue.

On motion of Alderman Aiello the foregoing proposed order was *Passed.*

### Portion of North-South Public Alley Vacated in Block Bounded by E. 42nd St., E. 43rd St., S. Cottage Grove Av. and Vacated S. Evans Av.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass a proposed ordinance (which was drafted and submitted in compliance with an order passed on August 13, 1968, page 3514) for the vacation of the north 288.6 feet, more or less, of the north-south public alley in the block bounded by E. 42nd Street, E. 43rd Street, S. Cottage Grove Avenue and vacated S. Evans Avenue.

On motion of Alderman Aiello said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, McCutcheon, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—45.

*Nays*—None.

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public alley described in the following ordinance; therefore,

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That all that part of the North-South public alley lying East of and adjoining the East line of Lots One (1), Four (4), Five (5), Eight (8), Nine (9), Twelve (12), Thirteen (13), Sixteen (16), Seventeen (17), Twenty (20), Twenty-one (21), Twenty-four (24) and Twenty-five (25), lying West of and adjoining the West line of Lots Two (2), Three (3), Six (6), Seven (7), Ten (10), Eleven (11), Fourteen (14), Fifteen (15), Eighteen (18), Nineteen (19), Twenty-two (22), Twenty-three (23), and Forty-Three (43) and lying North of and adjoining the South line of the North Five (5) feet of said Lot Forty-three (43) extended West, in W. E. Hale's Subdivision of Lots One (1), Two (2), Four (4), Five (5), Six (6), Seven (7) and Eight (8) in Margaret Johnston's Subdivision of the South Half (S.½) of the Southeast Quarter (S.E.¼) of the Northeast Quarter (N.E.¼) of Section Three (3), Township Thirty-eight (38) North, Range Fourteen (14) East of the Third Principal Meridian; said part of public alley herein vacated being further described as the North Two Hundred Eighty-eight and Six-tenths (288.6) feet, more or less, of the North-South public alley in the block bounded by E. 42nd Street, E. 43rd Street, S. Cottage Grove Avenue and vacated S. Evans Avenue, as colored in red and indicated by the words "TO BE VACATED" on the plat hereto attached, which plat for greater certainty is hereby made a part of this ordinance, be and the same is hereby vacated and closed, except for such rights as are reserved to Commonwealth Edison Company and Illinois Bell Telephone Company by Section Two (2) hereof, inasmuch as the same with the exception of the reservations contained in Section Two (2) hereof, is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The City of Chicago hereby reserves for Commonwealth Edison Company and Illinois Bell Telephone Company, their successors or assigns, easements to operate, maintain, construct, replace and renew overhead poles, wires and associated equipment, and underground conduit, cables and associated equipment for the transmission and distribution of electric energy and telephonic and associated services under, over and along the public alley as herein vacated, with the right of ingress and egress.

SECTION 3. The vacation herein provided for is made upon the express condition that within six (6) months after the passage of this ordinance, the Chicago Housing Authority shall dedicate or cause to be dedicated to the public and open up for public use as an alley, the South Twenty (20) feet of the North Twenty-five (25) feet of Lot Three (3) in Margaret Johnston's Subdivision aforementioned, together with the South Twenty (20) feet of the North Twenty-five (25) feet of Lot Forty-three (43) in W. E. Hale's Subdivision aforementioned, as colored in yellow and indicated by the words "TO BE DEDICATED" on the aforementioned plat; and further, shall within six (6) months after the passage of this ordinance, file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with a plat properly executed and acknowledged showing the vacation and dedication herein provided for.

SECTION 4. This ordinance shall take effect and be in full force and effect from and after its passage and approval, subject however, to the conditions of Section Three (3) hereof.

### Portion of W. 126th St. Lying between S. State St. and First North-South Public Alley West Thereof Vacated.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass a proposed ordinance (which was drafted and submitted in compliance with an order passed on July 11, 1968, page 3386) for the vacation of all that part of W. 126th Street lying between S. State Street and the first north-south public alley west thereof.

On motion of Alderman Aiello said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, McCutcheon, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling —45.

*Nays*—None.

**The following is said ordinance as passed:**

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public street described in the following ordinance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That all that part of W. 126th Street, being Thirty-three (33) feet in width, lying North of and adjoining the North line of Lot One (1), lying East of and adjoining the West line of said Lot One (1) extended North and lying West of and adjoining the East line of said Lot One (1) extended North, in Jager's Subdivision of part of Lot One (1) in the County Clerk's Division of unsubdivided lands in the East Fractional Half (E. Fract'l. ½) of Section Twenty-eight (28), Township Thirty-seven (37) North, Range Fourteen (14) East of the Third Principal Meridian; said part of public street herein vacated being further described as all that part of W. 126th Street lying between S. State Street and the first North-South public alley West thereof, as colored in red and indicated by the words "TO BE VACATED" on the plat hereto attached, which plat for greater certainty is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The vacation herein provided for is made upon the express condition that within ninety (90) days after the passage of this ordinance, Charles W. and Eleanor Geijer and Elio and Marie Pellegrini shall dedicate or cause to be dedicated to the public and open up for public use as a part of S. State Street and part of a North-South alley, the East Forty (40) feet and the West Sixteen (16) feet of the East One Hundred Eighty-one (181) feet, as measured at right angles to the center line of S. State Street, of that part of the Southeast Fractional Quarter (S.E. Fract'l. ¼) (South of the Indian Boundary Line) of Section Twenty-eight (28) Township Thirty-seven (37) North, Range Fourteen (14) East of the Third Principal Meridian, lying between the center line of S. State Street and the East line of Lot (5) of Warren's Addition to Wildwood being a subdivision of certain tracts in said Section Twenty-eight (28), and lying between a line Five Hundred Twenty-one and Four-tenths (521.4) feet South of and parallel with the East and West Quarter (¼) line of said Section Twenty-eight (28) and the South line of Lot Four (4) in said Warren's Addition to Wildwood, as colored in yellow and indicated by the words "TO BE DEDICATED" on the aforementioned plat; and further, shall within ninety (90) days after the passage of this ordinance, pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owners of the property abutting said part of public street hereby vacated, the sum of four thousand five hundred and no/100 dollars ($4,500.00), which sum in the judgment of this body will be equal to such benefits.

SECTION 3. This ordinance shall take effect and be in force from and after its passage subject to the conditions of Section Two (2) hereof, provided that the said Charles W. and Eleanor Geijer and Elio and Marie Pellegrini shall within ninety (90) days after the passage of this ordinance, file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with a plat properly executed and acknowledged showing the vacation and dedications herein provided for.

### Part of East-West Public Alley Vacated in Block Bounded by Right of Way of C. M. St. P. & P. RR., Kennedy Expressway, N. Ashland Av. and N. Marshfield Av.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass a proposed ordinance (which was drafted and submitted in compliance with an order passed on August 13, 1968, page 3519) for the vacation of all that part of the east-west public alley lying east of the east line of the north-south public alley extended south, in the block bounded by the right of way of the Chicago, Milwaukee, St. Paul and Pacific Railroad, John Fitzgerald Kennedy Expressway, N. Ashland Avenue and N. Marshfield Avenue.

On motion of Alderman Aiello said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, McCutcheon, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling —45.

*Nays*—None.

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public alley described in the following ordinance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That all that part of the East-West Sixteen (16) foot public alley lying North of and adjoining the North line of Lots Seventy-eight (78) to Eighty-three (83), both inclusive, lying South of and adjoining the South line of Lot Eighty-four (84), lying East of and adjoining the West line of said Lot Eighty-four (84) produced South Sixteen (16) feet, and lying West of and adjoining a line Seventeen (17) feet West of and parallel with the East line of said Lot Eighty-four (84) produced South Sixteen (16) feet, said described line being the West line of N. Ashland Avenue as widened, in Block Twenty-three (23) in Subdivision of Blocks Seventeen (17), Eighteen (18), Twenty (20), Twenty-one (21), except Lots One (1), Six (6) and Twelve (12) in said Block Twenty-one (21), Blocks Twenty-three (23), Twenty-eight (28), Twenty-nine (29), Thirty (30), Thirty-one (31) and Thirty-two (32), except Lots One (1), Two (2), Three (3), Six (6) and Seven (7) in said Block Thirty-two (32), Blocks Thirty-three (33), Thirty-eight (38), Thirty-nine (39), Forty (40) and Forty-one (41) of Sheffield's Addition to Chicago in Section Thirty-one (31), Township Forty (40) North, Range Fourteen (14) East of the Third Principal Meridian; said part of public alley herein vacated being further described as all that part of the East-West public alley lying East of the East line of the North-South public alley extended South, in the block bounded by the right of way of the Chicago, Milwaukee, St. Paul and Pacific Railroad, John Fitzgerald Kennedy Expressway, N. Ashland Avenue and N. Marshfield Avenue, as colored in red and indicated by the words "TO BE VACATED" on the plat hereto attached, which plat for greater certainty is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The vacation herein provided for is made upon the express condition that within ninety (90) days after the passage of this ordinance, Paul-Sey Investment Corporation shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said part of public alley hereby vacated, the sum of six thousand nine hundred and no/100 dollars ($6,900.00), which sum in the judgment of this body will be equal to such benefits; and further, shall within ninety (90) days after the passage of this ordinance deposit in the City Treasury of the City of Chicago a sum sufficient to defray all costs of removing paving and curb returns and constructing sidewalk and curb across the entrance to the part of the East-West public alley herein vacated, similar to the sidewalk and curb in N. Ashland Avenue between the right of way of the Chicago, Milwaukee, St. Paul and Pacific Railroad and John Fitzgerald Kennedy Expressway. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Streets and Sanitation after such investigation as is requisite.

SECTION 3. This ordinance shall take effect and be in force from and after its passage subject to the conditions of Section Two (2) hereof, provided that said Paul-Sey Investment Corporation shall within ninety (90) days after the passage of this ordinance, file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance.

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### Portion of N. Wolcott Av. Vacated.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass a proposed ordinance (which was drafted and submitted in compliance with an order passed on April 28, 1967, page 117) for the vacation of all that part of N. Wolcott Avenue lying between N. Elston Avenue and the northeasterly line of the northwesterly-southeasterly public alley lying between N. Elston Avenue and N. Lister Avenue.

On motion of Alderman Aiello said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, McCutcheon, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling —45.

*Nays*—None.

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public street described in the following ordinance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That all that part of N. Wolcott Avenue lying Northwesterly of and adjoining the Northwesterly line of Lot One (1) in Block Five (5), lying Southeasterly of and adjoining the Southeasterly line of Lot Seventeen (17) in Block Six (6) and lying Northeasterly of and adjoining the Southwesterly line of said Lot One (1) in Block Five (5) produced Northwesterly Fifty (50) feet, all in Fullerton's Addition to Chicago in Section Thirty-one (31), Township Forty (40) North, Range Fourteen (14) East of the Third Principal Meridian; said part of public street herein vacated being further described as all that part of N. Wolcott Avenue lying between N. Elston Avenue and the Northeasterly line of the Northwesterly-Southeasterly public alley lying between N. Elston Avenue and N. Lister Avenue, as colored in red and indicated by the words "TO BE VACATED" on the plat hereto attached, which plat for greater certainty is hereby made a part of this ordinance, be and the same is hereby vacated and closed, except for such rights as are reserved to the City of Chicago by Section Two (2) hereof, inasmuch as the same with the exception of the reservation contained in Section Two (2) hereof, is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The City of Chicago hereby reserves the Northwesterly Twenty (20) feet of the Southeasterly Thirty-three (33) feet of the part of N. Wolcott Avenue herein vacated, as a right of way for an existing sewer and for the installation of any additional sewers or other municipally-owned service facilities now located or which in the future may be located in said part of N. Wolcott Avenue herein vacated, and for the maintenance, renewal and reconstruction of such facilities, with the right of ingress and egress at all times. It is further provided that no buildings or other structures shall be erected on the said right of way herein reserved or other use made of said area, which in the judgement of the municipal officials having control of the aforesaid service facilities would interfere with the use, maintenance, renewal or reconstruction of said facilities, or the construction of additional municipally-owned service facilities.

SECTION 3. The vacation herein provided for is made upon the express condition that within ninety (90) days after the passage of this ordinance, Superior Tea and Coffee Company and the Chicago Title and Trust Company, Trustee, Trust No. 45029 shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owners of the property abutting said part of public street hereby vacated, the sum of fifteen thousand two hundred and no/100 dollars ($15,200.00), which sum in the judgement of this body will be equal to such benefits; and further, shall within ninety (90) days after the passage of this ordinance deposit in the City Treasury of the City of Chicago a sum sufficient to defray all costs of removing paving and curb returns and constructing sidewalk and curb across the entrance to the part of N. Wolcott Avenue herein vacated, similar to the sidewalk and curb in N. Elston Avenue at N. Wolcott Avenue. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Streets and Sanitation after such investigation as is requisite.

SECTION 4. This ordinance shall take effect and be in force from and after its passage subject to the conditions of Section Three (3) hereof, provided that the said Superior Tea and Coffee Company and the Chicago Title and Trust Company, Trustee, Trust No. 45029 shall within ninety (90) days after the passage of this ordinance, file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance.

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## Part of East-West Public Alley Vacated in Block Bounded by W. North Av., W. Eugenie St., N. Sedgwick St. and N. Hudson Av.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass a proposed ordinance (which was drafted and submitted in compliance with an order passed on October 9, 1968, page 3712) for the vacation of all that part of the first east-west 10-foot public alley north of W. North Avenue, lying east of the east line of the north-south public alley extended south, in the block bounded by W. North Avenue, W. Eugenie Street, N. Sedgwick Street and N. Hudson Avenue.

On motion of Alderman Aiello said proposed ordinance was *Passed*, by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, McCutcheon, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling —45.

*Nays*—None.

**The following is said ordinance as passed:**

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public alley described in the following ordinance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That all that part of the East-West Ten (10) foot public alley lying North of and adjoining the North line of Lots One (1) to Five (5), both inclusive, lying South and Southwesterly of and adjoining the South and Southwesterly lines, respectively, of Lot Fifty-two (52) and lying East of and adjoining the West line of said Lot Fifty-two (52) produced South to the North line of said Lot Five (5), all in C. A. Norton's Subdivision of the East Half (E.½) of Block Fifty-four (54) in Canal Trustees' Subdivision of the North Half (N. ½) and the North Half (N.½) of the Southeast Quarter (S.E.¼) and the East Half (E.½) of the Southwest Quarter (S.W.¼) of Section Thirty-three (33), Township Forty (40) North, Range Fourteen (14) East of the Third Principal Meridian; said part of public alley herein vacated being further described as all that part of the first East-West public alley North of W. North Avenue lying East of the East line of the North-South public alley extended South, in the block bounded by W. North Avenue, W. Eugenie Street, N. Sedgwick Street and N. Hudson Avenue, as colored in red and indicated by the words "To BE VACATED" on the plat hereto attached, which plat for greater certainty is hereby made a part of this ordinance, be and the same is hereby vacated and closed, except for such rights as are reserved to Commonwealth Edison Company and Illinois Bell Telephone Company by Section Two (2) hereof, inasmuch as the same with the exception of the reservations contained in Section Two (2) hereof, is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The City of Chicago hereby reserves for the benefit of Commonwealth Edison Company and Illinois Bell Telephone Company, their successors or assigns, easements to operate, maintain, construct, replace and renew overhead poles, wires and associated equipment, and underground conduit, cables and associated equipment, for the transmission and distribution of electric energy and telephonic and associated services under, over and along the part of public alley herein vacated, with the right of ingress and egress.

SECTION 3. The vacation herein provided for is made upon the express condition that within six (6) months after the passage of this ordinance, the City of Chicago shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance.

SECTION 4. This ordinance shall be in full force and effect from and after its passage and approval, subject however, to the condition of Section Three (3) hereof.

## COMMITTEE ON PLANNING AND HOUSING.

### Approval Given to Mayor's Appointment of Rev. David E. Readye as Member of Chicago Plan Commission.

The Committee on Planning and Housing submitted the following report:

CHICAGO, May 7, 1969.

*To the President and Members of the City Council:*

Your Committee on Planning and Housing, to which was referred (on April 25, 1969) a communication signed by Honorable Richard J. Daley, Mayor, appointing Reverend David E. Readye as a member of the Chicago Plan Commission to fill the unexpired term of Mr. George S. Harris, resigned, which term shall expire January 25, 1971, begs leave to recommend that Your Honorable Body *Approve* the said appointment of Reverend Readye.

This recommendation was concurred in by 7 members of the committee, with 1 dissenting vote.

Respectfully submitted,
(Signed) THOMAS F. FITZPATRICK,
*Chairman.*

On motion of Alderman Fitzpatrick the committee's recommendation was Concurred In and said appointment of Rev. David E. Readye was *Approved,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, McCutcheon, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—45.

*Nays*—None.

### Approval Given to Redevelopment Plan and Feasibility of Relocation for Neighborhood Development Program Project 69th-S. South Chicago Av.

The Committee on Planning and Housing submitted the following report:

CHICAGO, May 7, 1969.

*To the President and Members of the City Council:*

Your Committee on Planning and Housing, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Richard J. Daley, Mayor (referred on April 17, 1969) to approve the Redevelopment Plan and Feasibility of Relocation for Neighborhood Development Program Project 69th-S. South Chicago Avenue, which Redevelopment Plan is attached to the ordinance, was approved by the Department of Urban Renewal by Resolution No. 69-DUR-56, adopted on April 15, 1969, a certified copy of which is attached to the ordinance; and for a determination that Federal financial assistance is necessary to enable the Program to be undertaken in accordance with the Redevelopment Program for the area comprising the Program Project, begs leave to recommend that Your Honorable Body pass the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 11 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) THOMAS F. FITZPATRICK,
*Chairman.*

On motion of Alderman Fitzpatrick the proposed ordinance transmitted with the foregoing committee report was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, McCutcheon, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—45.

*Nays*—None.

The following is said ordinance as passed:

Ordinance of the City Council of the City of Chicago Approving the Redevelopment Plan and Feasibility of Relocation for Neighborhood Development Program Project 69th-South Chicago.

WHEREAS, Under the provisions of Title I of the Housing Act of 1949, as amended, the Secretary of Housing and Urban Development is authorized to provide financial assistance to Local Public Agencies for undertaking and carrying out Neighborhood Development Programs; and

WHEREAS, It is provided in such act that contract for financial aid thereunder shall require that the Redevelopment Plan for any respective urban renewal area comprising the Neighborhood Development Program be approved by the governing body of the locality in which the area is situated and that such approval include findings, by the governing body that: (1) the financial aid to be provided in the contract is necessary to enable the Program to be undertaken in accordance with the Redevelopment Plan; (2) the Redevelopment Plan will afford maximum opportunity, consistent with the sound needs of the locality as a whole, for the rehabilitation or redevelopment of the urban renewal area by private enterprise; (3) the Redevelopment Plan conforms to a general plan for the development of the locality as a whole; and (4) the Redevelopment Plan gives due consideration to the provision of adequate park and recreational areas and facilities as may be desirable for neighborhood improvement, with special consideration for the health, safety, and welfare of children residing in the general vicinity of the site covered by the Plan; and

WHEREAS, It is desirable and in the public interest that the City of Chicago (herein called the "Local Public Agency") undertake and carry out the Neighborhood Development Program (herein called the "Program") for a project, identified as Project 69th-South Chicago and encompassing the area bounded on the North by an irregular line generally formed by West 69th Street, on the East by South Cottage Grove Avenue, and on the South and West by South Chicago Avenue, in the City of Chicago, State of Illinois (herein called the "Locality"), and legally described as follows:

> A tract of land in the East ½ of the Southeast ¼ of Section 22, Township 38 North, Range 14 East of the Third Principal Meridian, located in the City of Chicago, County of Cook and State of Illinois, and described as follows:
>
> Beginning at the convergence of the center lines of 69th Street and South Chicago Avenue; thence East along the center line of 69th Street to the center line of Langley Avenue as extended; thence North along said center line to the extension West of the North line of Lot 24 in Block 2 of Eugene B. Payne's Subdivision of the East ½ of the Southeast ¼ of Section 22, Township 38 North, Range 14; thence East along the extended line and the North line of Lot 24 aforesaid, extended to the center line of the North-South public alley directly East of and parallel to Langley Avenue; thence South along said center line to the extension of the North line of Lot 8, Block 2, in said Eugene B. Payne's Subdivision; thence East along said extension and along the North line of Lot 8 aforesaid as extended to the center line of Evans Avenue; thence South along the center line of Evans Avenue extended to the center line of 69th Street; thence East along the center line of 69th Street to the center line of Cottage Grove Avenue; thence South along the center line of Cottage Grove Avenue to the center line of South Chicago Avenue; thence Northwest along the center line of South Chicago Avenue to the place of beginning.

WHEREAS, The Local Public Agency has applied for financial assistance under such Act and proposes to enter into a contract with the Department of Housing and Urban Development for the undertaking of, and for making available financial assistance for the Program; and

WHEREAS, The Local Public Agency has made studies of the location, physical condition of structures; land use; environmental influences, and social, cultural, and economic conditions of the urban renewal area comprising the Program Project and has determined that the area is a Slum and Blighted Area as defined in Section 91.103(i) of Chapter 67-½ of the Ill. Rev. Statutes, and that it is detrimental and a menace to the safety, health, and welfare of the inhabitants and users thereof and of the Locality at large, because of dilapidation, obsolescence, over-crowding, faulty arrangement or design, lack of ventilation, light and sanitary facilities, excessive land coverage, deleterious land use or layout, or any combination of these factors, and the members of this Governing Body have been fully apprised by the Local Public Agency, and are aware of these facts and conditions; and

WHEREAS, There has been prepared and referred to the City Council of the City of Chicago of the Locality (herein called the "Governing Body") for review and approval a Redevelopment Plan for the urban renewal area dated March, 1969, and consisting of 8 pages and 2 exhibits; and

WHEREAS, The Redevelopment Plan has been approved by the Department of Urban Renewal, as evidenced by the copy of said Body's duly certified resolution approving the Redevelopment Plan, which is attached thereto; and

WHEREAS, A general plan has been prepared and is recognized and used as a guide for the general development of the Locality as a whole; and

WHEREAS, The Local Public Agency has prepared and submitted a program for the relocation of individuals and families that may be displaced as a result of carrying out the Program in accordance with the Redevelopment Plan; and

WHEREAS, There have also been presented to the Governing Body information and data respecting the relocation program which has been prepared by the Local Public Agency as a result of studies, surveys and inspections in the area comprising the Project and the assembling and analysis of the data and information obtained from such studies, surveys, and inspections; and

WHEREAS, The members of the Governing Body have general knowledge of the conditions prevailing in the urban renewal area and of the availability of proper housing in the Locality for the relocation of individuals and families that may be displaced by the Program and, in the light of such knowledge of local housing conditions, have carefully considered and reviewed such proposals for relocation; and

WHEREAS, It is necessary that the Governing Body take appropriate official action respecting the relocation program and the Redevelopment Plan for the Program, in conformity with the contract for financial assistance between the Local Public Agency and the United States of America, acting by and through the Secretary of Housing and Urban Development; and

WHEREAS, The Governing Body is cognizant of the conditions that are imposed in the undertaking and carrying out of urban renewal activities and undertaking with Federal financial assistance under Title I, including those prohibiting discrimination because of race, color, creed, or national origin; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That it is hereby found and determined that the urban renewal area comprising the Program Project is a Slum and Blighted Area and qualifies as an eligible area under Section 91.103(i) of the Urban Renewal Consolidation Act of 1961.

SECTION 2. That the Redevelopment Plan for the Program Project, having been duly reviewed and considered, is hereby approved, and the City Clerk be, and is hereby directed to file said copy of the Redevelopment Plan with the minutes of this meeting.

SECTION 3. That it is hereby found and determined that where clearance is proposed that the objectives of the Redevelopment Plan cannot be achieved through rehabilitation of portions of the Urban Renewal area comprising the Program Project.

SECTION 4. That it is hereby found and determined that the Redevelopment Plan for the Program conforms to the general plan of the Locality.

SECTION 5. That it is hereby found and determined that the financial aid to be provided pursuant to the contract for Federal financial assistance pertaining to the Program is necessary to enable the Program to be undertaken in accordance with the Redevelopment Plan for the area comprising the Program Project.

SECTION 6. That it is hereby found and determined that the Redevelopment Plan for the Urban

Renewal Area comprising the Program Project will afford maximum opportunity, consistent with the sound needs of the Locality as a whole, for the renewal of the area by private enterprise.

SECTION 7. That it is hereby found and determined that the Redevelopment Plan for the Urban Renewal area gives due consideration to the provision of adequate park and recreational areas and facilities, as may be desirable for neighborhood improvement, with special consideration for the health, safety, and welfare of children residing in the general vicinity of the site covered by the Plan.

SECTION 8. That it is hereby found and determined that the Program for the proper relocation of individuals and families displaced in carrying out the Redevelopment Plan in decent, safe, and sanitary dwellings in conformity with acceptable standards is feasible and can be reasonably and timely effected to permit the proper prosecution and completion of the Plan; and that such dwellings or dwelling units available or to be made available to such displaced individuals and families, are at least equal in number to the number of displaced individuals and families, are not generally less desirable in regard to public utilities and public and commercial facilities than the dwellings of the displaced individuals and families in the area comprising the Program Project, are available at rents or prices within the financial means of the displaced individuals and families, and are reasonably accessible to their places of employment.

SECTION 9. That, in order to implement and facilitate the effectuation of the Redevelopment Plan hereby approved, it is found and determined that certain official action must be taken by this Body with reference, among other things, to changes in zoning, the vacating and removal of streets, alleys, and other public ways, the establishment of new street patterns, the location and relocation of sewer and water mains and other public facilities, and other public action and, accordingly, this Body hereby (a) pledges its cooperation in helping to carry out the Redevelopment Plan, (b) requests the various officials, departments, boards and agencies of the Locality having administrative responsibilities in the premises likewise to cooperate to such end and to exercise their respective functions and powers in a manner consistent with the Redevelopment Plan, and (c) stands ready to consider to take appropriate action upon proposals and measures designed to effectuate the Redevelopment Plan.

SECTION 10. That financial assistance under the provisions of Title I of the Housing Act of 1949, as amended, is necessary to enable the land in the area comprising the Program Project to be renewed in accordance with the Redevelopment Plan for the Program Project, and accordingly, the proposed Program Project and the annual increment are approved and the Local Public Agency is authorized to file an application for financial assistance under Title I.

SECTION 11. This ordinance shall be effective immediately upon its passage thereof.

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## Approval Given to Proposed Sale by Department of Urban Renewal of Certain Land in Slum and Blighted Area Redevelopment Project Noble-Division.

The Committee on Planning and Housing submitted the following report:

CHICAGO, May 7, 1969.

*To the President and Members of the City Council:*

Your Committee on Planning and Housing, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Richard J. Daley, Mayor (referred on April 17, 1969) to approve the proposed sale by the Department of Urban Renewal of certain land in Slum and Blighted Area Redevelopment Project Noble-Division, as approved by the Department of Urban Renewal by Resolution No. 69-DUR-57, adopted on April 15, 1969, a certified copy of which is attached to the ordinance, begs leave to recommend that Your Honorable Body pass the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 11 members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS F. FITZPATRICK,
*Chairman.*

On motion of Alderman Fitzpatrick the proposed ordinance transmitted with the foregoing committee report was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, McCutcheon, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling —45.

*Nays*—None.

The following is said ordinance as passed:

ORDINANCE

To Approve Sale of Certain Land in Slum and Blighted Area Redevelopment Project Noble-Division.

WHEREAS, The Redevelopment Plan for Slum and Blighted Area Redevelopment Project Noble-Division, heretofore has been approved by the Department of Urban Renewal and the City Council of the City of Chicago; and

WHEREAS, The Department of Urban Renewal has proceeded in accordance with said Plan, to offer for sale land in the Project for private redevelopment; and

WHEREAS, The Department proposes to accept an offer to purchase a certain segment of land as designated below, in said Project, as set forth in Resolution No. 69-DUR-57 adopted by the Department on April 15, 1969, and further, has submitted herewith the said proposed offer to the City Council of the City of Chicago for its approval; and

WHEREAS, Section 26 of the Urban Renewal Consolidation Act of 1961 provides that the sale of any real property by a Department of Urban Renewal where required to be for a monetary consideration, except public sales as provided in Section 18, shall be subject to the approval of the governing body of the municipality in which the real property is located; and

WHEREAS, The City Council has considered the said Resolution and the proposed sale of said segment of land as provided therein, and it is the sense of the City Council that the sale is satisfactory and should be approved; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the sale proposed by the Department of Urban Renewal of the Disposal parcel designated below and identified on a Disposition Plat for Project Noble-Division is hereby approved as follows:

| *Purchaser* | *Parcel* | *Sq. Ft. Area* | *Sq. Ft. Price* | *Total* |
|---|---|---|---|---|
| Brothers of the Holy Cross of Illinois | I-1A | 4,300 | $.75 | $3,225.00 |

provided that the said total square foot area and total price is subject to correction upon actual survey of the segment to be sold.

SECTION 2. This ordinance shall be effective upon its passage and approval.

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### Ordinance Amended for Approval of Sale of Disposition Parcels I-1, I-2 and I-3 in Urban Renewal Project Lincoln Park II (ILL. R-123).

The Committee on Planning and Housing submitted the following report:

CHICAGO, May 7, 1969.

*To the President and Members of the City Council:*

Your Committee on Planning and Housing, having had under consideration a proposed ordinance transmitted with a communication addressed to the Chairman of the Committee and signed by Mr. Lewis W. Hill, Commissioner, Department of Urban Renewal, dated May 7, 1969, to amend an ordinance passed by the City Council on April 9, 1969, which approved the sale of Parcels of Land I-1, I-2 and I-3 in Lincoln Park II Project to DePaul University, the purpose of which ordinance is to correct a typographical error in the sale of Parcel I-2, as approved by the Department of Urban Renewal by Resolution No. 69-DUR-61, adopted on May 6, 1969, a certified copy of which is attached to the ordinance, begs leave to recommend that Your Honorable Body pass the said proposed amendatory ordinance, which is transmitted herewith.

This recommendation was concurred in by 11 members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS F. FITZPATRICK,
*Chairman.*

On motion of Alderman Fitzpatrick the proposed *amendatory* ordinance transmitted with the foregoing committee report was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, McCutcheon, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling —45.

*Nays*—None.

The following is said amendatory ordinance as passed:

ORDINANCE

To Amend Approval of Sale of Disposition Parcels I-1, I-2 and I-3 in Urban Renewal Project Lincoln Park II (Ill. R-123).

WHEREAS, The City Council of the City of Chicago heretofore approved a General Neighborhood Plan for Project Lincoln Park II; and

WHEREAS, Pursuant to said Plan, and the Neighborhood Development Program, the Department of Urban Renewal duly offered the parcels indicated below for sale, for uses in accordance with the Plans for said Project, and thereafter received a proposal from DePaul University; and

WHEREAS, The Department approved the offer of DePaul University by its Resolution No. 69-DUR-48 dated April 1, 1969; and whereas, said Resolution has been amended by Resolution No. 69-DUR-61, dated May 6, 1969, to correct a typographical error; and

WHEREAS, The City Council has duly considered the amendatory Resolution of the Department of Urban Renewal, and it is the sense of this body that the ordinance adopted by the City Council on April 9, 1969 be amended in accordance with said amendatory Resolution; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the sale of the parcels listed below, as identified on a Disposition Map for said Project Lincoln Park II, is hereby approved as amended, as follows:

| *Parcel* | *Total Sq. Ft.* | *Price Per Square Foot* | *Total* |
|---|---|---|---|
| I-1 | 68,310 | $2.75 | $187,852.50 |
| I-2 | 6,200 | 2.75 | 17,050.00 |
| I-3 | 21,700 | 2.75 | 59,675.00 |

provided said figures are subject to adjustment upon actual survey and determination of the square footage.

SECTION 2. That the Mayor is authorized to execute, and the City Clerk to attest a contract and deed for the sale of said parcels in accordance with the above terms.

SECTION 3. This ordinance shall be effective upon its passage and approval.

## COMMITTEE ON POLICE, FIRE, CIVIL SERVICE, SCHOOLS AND MUNICIPAL INSTITUTIONS.

### Approval Given to Mayor's Appointment of Raymond Schoessling as Member of Chicago Police Board.

The Committee on Police, Fire, Civil Service, Schools and Municipal Institutions submitted the following report:

CHICAGO, May 8, 1969.

*To the President and Members of the City Council:*

Your Committee on Police, Fire, Civil Service, Schools and Municipal Institutions, to which was referred (on April 25, 1969) a communication signed by Honorable Richard J. Daley, Mayor, appointing Mr. Raymond Schoessling as a member of the Chicago Police Board for a term ending March 2, 1973, to fill the unexpired term of Mr. William L. McFetridge, deceased, begs leave to recommend that Your Honorable Body *Approve* the said appointment of Mr. Schoessling.

This recommendation was concurred in by 7 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) EDWIN H. MCMAHON,
*Chairman.*

On motion of Alderman McMahon the committee's recommendation was Concurred In and said appointment of Raymond Schoessling was *Approved,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, McCutcheon, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling —45.

*Nays*—None.

# MATTERS PRESENTED BY THE ALDERMEN

**(Presented by Wards, in Order, Beginning with the Fiftieth Ward).**

**Arranged under the following subheadings:**

1. **Traffic Regulations, Traffic Signs and Traffic-Control Devices.**
2. **Zoning Ordinance Amendments.**
3. **Claims.**
4. Unclassified Matters (arranged in order according to Ward numbers).
5. **Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection, and Water Rate Exemptions, Etc.**

***Proposed ordinances, orders and resolutions, described below, were presented by the aldermen named, as noted. Except where otherwise noted or indicated hereinbelow, unanimous consent was given to permit action by the City Council on each of said proposed ordinances, orders and resolutions without previous committee consideration, in accordance with the provisions of Council Rule 43.***

## 1. TRAFFIC REGULATIONS, TRAFFIC SIGNS, AND TRAFFIC-CONTROL DEVICES.

### *Referred*—PROPOSED ORDINANCE TO ESTABLISH PARKING-METER ZONES IN SPECIFIED AREA OF 27TH WARD.

Alderman Zydlo (for Alderman Sain, 27th Ward) presented a proposed ordinance to amend the ordinance establishing "Parking Meter Area No. 113-MCD by adding thereto the following: W. Flourney Street (both sides) from S. Wood Street to S. Paulina Street; W. Polk Street (both sides) from S. Damen Avenue to S. Paulina Street; S. Wood Street (east side) from W. Taylor Street to W. Polk Street and S. Hermitage Avenue (both sides) from W. Polk Street to W. Flourney Street; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—PROPOSED ORDINANCES TO PROHIBIT AT ALL TIMES PARKING OF VEHICLES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit at all times the parking of vehicles at the locations designated, for the distances specified, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Location and Distance* |
|---|---|
| Swinarski (12th Ward) | W. 43rd Street (south side) between S. Kedzie and S. Archer Avenues |

| *Alderman* | *Location and Distance* |
|---|---|
| Jambrone (for Marzullo, 25th Ward) | W. 18th Street at No. 1618 (alongside on S. Marshfield Avenue—entire length of building) |
| McMahon (30th Ward) | W. Potomac Avenue (north side) between N. Cicero Avenue and the first alley west thereof |
| Gabinski (32nd Ward) | N. Rockwelll Street (east side) between a point 20 feet south of W. Wabansia Avenue and a point 80 feet south thereof |
| Cullerton (38th Ward) | N. Pueblo Avenue (east side) between W. Berteau and W. Montrose Avenue |
| O'Rourke (48th Ward) | W. Wilson Avenue (south side) between a point east of No. 827 and a point west of No. 837. |

### *Referred*—Proposed Ordinance to Discontinue Prohibition against Parking of Vehicles at All Times on Portion of S. Western Av.

Alderman Krska (15th Ward) presented a proposed ordinance to discontinue the prohibition against the parking of vehicles at all times on S. Western Avenue between a point 150 feet north of W. 51st Street and a point 150 feet south thereof; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—Proposed Ordinance to Discontinue Prohibition against Parking of Vehicles at All Times on Portion of S. Pulaski Rd.

Alderman Hines (18th Ward) presented a proposed ordinance to discontinue the prohibition against the parking of vehicles at all times on the west side of S. Pulaski Road between W. 68th Street and W. Columbus Drive; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—Proposed Ordinance to Discontinue Prohibition against Parking of Vehicles at All Times on Portion of W. Granville Av.

Alderman Sperling (50th Ward) presented a proposed ordinance to discontinue the prohibition against the parking of vehicles at all times on the north side of W. Granville Avenue between N. California Avenue and N. Kedzie Avenue; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—Proposed Ordinances to Prohibit Parking of Vehicles during Specified Hours at Specified Locations.

The aldermen named below presented proposed ordinances to prohibit the parking of vehicles, during the hours designated, at the locations specified, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Location, Distance and Time* |
|---|---|
| Metcalfe (3rd Ward) | S. Cottage Grove Avenue between E. 41st Street and E. 46th Street—(east side) 7:00 A.M. to 9:00 A.M.—(west side) 4:00 P.M. to 6:00 P.M. (except on Saturdays, Sundays and holidays) |
|  | E. and W. 43rd Street between S. Cottage Grove Avenue and S. Wentworth Avenue—(north side) 7:00 A.M. to 9:00 A.M. —(south side) 4:00 P.M. to 6:00 P.M. (except on Saturdays, Sundays and holidays) |
|  | E. and W. 47th Street between S. St. Lawrence Avenue and W. Wentworth Avenue—(north side) 7:00 A.M. to 9:00 A.M.—(south side) 4:00 P.M. to 6:00 P.M. (except on Saturdays, Sundays and holidays) |
|  | E. and W. 51st Street between S. St. Lawrence Avenue and S. Wentworth Avenue—(north side) 7:00 A.M. to 9:00 A.M.—(south side) 4:00 P.M. to 6:00 P.M. (except on Saturdays, Sundays and holidays) |
|  | S. State Street between 40th Street and 51st Street—(east side) 7:00 A.M. to 9:00 A.M. —(west side) 4:00 P.M. to 6:00 P.M. (except on Saturdays, Sundays and holidays) |
| Hines (18th Ward) | S. Pulaski Road (west side) between W. 86th Street and W. Columbus Avenue—7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M. |
| Fifielski (45th Ward) | W. Gunnison Street (south side) between N. Leclaire Avenue and a point 150 feet east thereof—8:00 A.M. to 10:00 A.M. (except on Saturdays, Sundays and holidays) |
| Sperling (50th Ward) | W. Granville Avenue (north side) between N. California Avenue and N. Kedzie Avenue —7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M. (except on Saturdays, Sundays and holidays). |

### *Referred*—Proposed Ordinances to Limit Parking of Vehicles during Specified Hours at Specified Locations.

The aldermen named below presented proposed ordinances to limit the parking of vehicles to the periods specified, during the hours designated, at the locations specified, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Location, Distance and Time* |
|---|---|
| Fitzpatrick (19th Ward) | S. Western Avenue( east side) between W. 103rd and W. 104th Streets — one hour — 9:00 A.M. to 9:00 P.M. |

| *Alderman* | *Location, Distance and Time* |
|---|---|
| Laurino (39th Ward) | W. Irving Park Road (south side) between N. Springfield Avenue and a point 160 feet east thereof—one hour—9:00 A.M. to 6:00 P.M. (except on Sundays and holidays) |

### *Referred*—Proposed Ordinances to Establish Loading Zones at Sundry Locations.

The aldermen named below presented proposed ordinances to establish loading zones at the locations designated, for the distances specified, and for limited periods where so indicated, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Location, Distance and Time* |
|---|---|
| Metcalfe (3rd Ward) | E. 42nd Street, at Nos. 1 to 17—7:00 A.M. to 7:00 P.M. (except on Sundays and holidays) |
| | S. Dr. Martin Luther King, Jr. Drive, at No. 4735—9:00 A.M. to 8:00 P.M. Mondays thru Saturdays—9:00 A.M. to 3:00 P.M. Sundays and holidays |
| Casey (37th Ward) | N. Parkside Avenue (east side) between W. Division Street and the alley south thereof |
| Sperling (50th Ward) | W. Jarvis Avenue (south side), at No. 2800 (Temple Menorah). |

### *Referred*—Proposed Ordinances to Fix Weight Limit of Five Tons for Vehicles on Specified Streets.

The aldermen named below presented proposed ordinances to fix a weight limit of five tons for trucks and commercial vehicles on the streets designated, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Street and Limit* |
|---|---|
| Sheridan (16th Ward) | S. Morgan Street between W. 59th Street and W. 63rd Street |
| Gabinski (32nd Ward) | N. Wood Street between W. Cortland Street and W. Armitage Avenue |
| Sande (34th Ward) | N. Springfield Avenue, in the 2300 block |
| | N. Harding Avenue, in the 2300 block |
| Aiello (36th Ward) | W. Belden Avenue between N. Laramie and N. Long Avenues |
| | W. Palmer Street between N. Laramie and N. Long Avenues |
| | W. Dickens Avenue between N. Laramie and N. Lockwood Avenues |
| | N. Latrobe Avenue between W. Grand and W. Fullerton Avenues |
| | N. Lockwood Avenue between W. Grand and W. Fullerton Avenues |
| | N. Lorel Avenue between W. Grand and W. Fullerton Avenues |
| | N. Long Avenue between W. Grand and W. Fullerton Avenues. |

### *Referred*—Proposed Ordinances to Restrict Movement of Vehicular Traffic to Single Directions on Specified Public Ways.

The aldermen named below presented proposed ordinances to restrict the movement of vehicular traffic to the direction indicated in each case, on specified public ways, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Street, Distance and Direction* |
|---|---|
| Metcalfe (3rd Ward) | First alley east of S. Dr. Martin Luther King, Jr. Drive between E. 46th and E. 47th Streets—southerly |
| Cousins (8th Ward) | S. Dorchester Avenue between E. 76th Street and S. South Chicago Avenue—southerly |
| Swinarski (12th Ward) | S. Hoyne Avenue between W. 47th and W. 48th Streets—southerly |
| Shannon (17th Ward) | East-west alley between W. 74th and W. 75th Streets from S. Perry Avenue to S. Lafayette Avenue—easterly |
| Aiello (36th Ward) | First east-west alley north of W. North Avenue between N. Cicero and N. Keating Avenues—easterly. |

### *Referred*—Proposed Ordinance to Change Area for Movement of Vehicular Traffic to Single Direction on Portion of N. Keystone Av.

Alderman Laurino (39th Ward) presented a proposed ordinance to restrict the movement of vehicular traffic to a northerly direction on N. Keystone Avenue between W. Irving Park Road and W. Cullom Avenue (instead of between W. Irving Park Road and N. Elston Avenue); which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—Proposed Ordinance to Change Area for Movement of Vehicular Traffic to Single Direction on Portion of S. Emerald Av.

Alderman Frost (21st Ward) presented a proposed ordinance to restrict the movement of vehicular traffic to a northerly direction on S. Emerald Avenue between W. 115th and W. 107th Streets (instead of between W. 115th and W. 110th Streets); which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—Proposed Ordinances to Impose Speed Limits for Vehicles on Specified Streets.

Alderman Laurino (39th Ward) presented proposed ordinances to limit the speed of vehicles to 25 miles per hour on W. Wilson Avenue between N. Cicero Avenue and N. Kildare Avenue; also the area bounded by N. Elston Avenue on the east, W. Montrose Avenue on the south, N. Cicero Avenue on the west and W. Lawrence Avenue on the north; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—Proposed Orders for Installations of Traffic Signs.

The aldermen named below presented proposed orders for installations of traffic signs, of the nature indicated and at the locations specified, which were

*Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Location and Type of Sign* |
|---|---|
| Cousins (8th Ward) | S. Dorchester Avenue between E. 76th Street and S. South Chicago Avenue — "Slow-School" |
| Buchanan (10th Ward) | E. 89th Street east and west of S. Clyde Avenue—"Stop" |
| Fitzpatrick (19th Ward) | W. 100th and S. Leavitt Streets —"4-Way Stop" |
| Laskowski (35th Ward) | W. Barry Avenue east and west of N. Leclaire Avenue—"Stop" |
| Singer (44th Ward) | W. Wolfram Street east and west of N. Seminary Avenue — "Stop". |

*Referred*—Proposed Orders for Installations of Traffic-Control Signals.

The aldermen named below presented proposed orders for installations of "Stop and Go" lights at the intersections indicated, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Intersection* |
|---|---|
| Cousins (8th Ward) and Bohling (7th Ward) | S. Constance Avenue and E. 76th Street |
| Shannon (17th Ward) | W. 79th Street and S. Normal Avenue. |

## 2. ZONING ORDINANCE AMENDMENTS.

*Referred*—Proposed Ordinance to Reclassify Particular Area.

Alderman Cullerton (38th Ward) presented a proposed ordinance for amendment of the Chicago Zoning Ordinance, for the purpose of reclassifying a particular area, which was *Referred to the Committee on Buildings and Zoning,* as follows:

To classify as an R7 General Residence District instead of an R6 General Residence District the area shown on Map No. 3-F bounded by

W. Schiller Street; N. LaSalle Street; a line 191 feet north of W. Division Street; and the alley next west of and parallel to N. LaSalle Street.

## 3. CLAIMS.

**Claims against the City of Chicago were presented by the aldermen designated below, respectively, for the claimants named, which were *Referred to the Committee on Finance,* as follows:**

| *Alderman* | *Claimant* |
|---|---|
| Bohling (7th Ward) | Paul R. Leventhal |
| Lupo (9th Ward) | Andre Walker |
| Buchanan (10th Ward) | Mr. and Mrs. Len Koronkowski |
| Janousek (22nd Ward) | Mrs. Rose Mihalkanin, Mr. J. Vokaty |
| Zydlo (26th Ward) | Presbyterian-St. Luke Hospital, per B. W. Handler Construction Company |
| Casey (37th Ward) | St. Lucy Church |
| Fifielski (45th Ward) | Nicholas Keller |
| Wigoda (49th Ward) | Patrick J. Burns. |

## 4. UNCLASSIFIED MATTERS

**(Arranged in Order According to Ward Numbers).**

***Proposed ordinances, orders and resolutions were presented by the aldermen named below, respectively, and were acted upon by the City Council in each case in the manner noted, as follows:***

### Presented by
### ALDERMAN ROTI (1st Ward):

### Issuance of Canopy Permit Authorized.

**A proposed order reading as follows:**

*Ordered,* That the City Comptroller is hereby authorized to issue a permit to Lyon & Healy, Inc., to maintain an exiting canopy over the sidewalk in S. Wabash Avenue, attached to the building or structure located at No. 243 S. Wabash Avenue, for a period of ten years from and after June 22, 1969, in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Buildings and the Chief Fire Prevention Engineer, said canopy not to exceed 51 feet in length nor 8 feet in width: upon the filing of the application and bond and payment of the initial compensation provided for by ordinances relating to the construction and maintenance of canopies.

On motion of Alderman Roti said proposed order was *Passed.*

### Drafting of Ordinances for Vacation of Street and Alley Directed.

Also two proposed orders reading respectively as follows:

*Ordered,* That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of E. Cullerton Street between S. Calumet Avenue and the right of way of the Illinois Central Railroad, for R. R. Donnelley and Sons Company; said ordinance to be transmitted to the Committee on Local Industries, Streets and Alleys for consideration and recommendation to the City Council.

*Ordered*, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of all that part of the first north-south 16-foot public alley east of S. Laflin Street, lying south of the south line of the east-west public alley extended west, in the block bounded by W. Cullerton Street, W. 21st Street, S. Loomis Street, S. Laflin Street and S. Blue Island Avenue, for Woodwork Corporation of America, et al.; said ordinance to be transmitted to the Committee on Local Industries, Streets and Alleys for consideration and recommendation to the City Council.

On separate motions made by Alderman Roti *each* of the foregoing two proposed orders was *Passed*.

### *Referred*—PROPOSED ORDINANCES FOR GRANTS OF PRIVILEGES IN PUBLIC WAYS.

Also two proposed ordinances for grants of privileges in public ways, which were *Referred to the Committee on Local Industries, Streets and Alleys*, as follows:

100 North LaSalle Associates: to maintain and use an existing pipe tunnel under the 10-foot public alley west of N. LaSalle Street running north from W. Washington Street for a distance of 26 feet; also to maintain and use an existing ventilating air duct and an existing 28-inch steel smoke stack over said 10-foot public alley;

F. W. Woolworth Company: to maintain and use an existing connection consisting of a passageway, stairway and display windows under that portion of the sub-sidewalk area in S. State Street located near the southwest corner of the building commonly known as the F. W. Woolworth Company Store No. 4, located at Nos. 211-227 S. State Street.

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## Presented by
## ALDERMAN DESPRES (5th Ward):

### Issuance of Permit to Conduct Street and Sidewalk Sale Authorized.

A proposed order reading as follows:

*Ordered*, That the Commissioner of Streets and Sanitation is hereby authorized and directed to issue a permit to the Harper Court Foundation and the 53rd Street Merchants' Association to conduct a street and sidewalk exhibit and sale on S. Harper Avenue between E. 52nd and E. 53rd Streets from 12:00 Noon to 8:00 P.M., on Saturday, June 28, 1969.

On motion of Alderman Despres said proposed order was *Passed*.

### *Referred*—PROPOSED ORDINANCE TO INCREASE PENALTY PROVISIONS CONCERNING ENFORCEMENT OF BUILDING, ELECTRICAL AND FIRE REGULATIONS.

Also a proposed ordinance to amend Section 39-3 of the Municipal Code of Chicago to provide for increased penalty provisions of not less than $5.00 and not more than $500.00 for violations concerning enforcement of building, electrical and fire regulations. —*Referred to the Committee on Buildings and Zoning*.

### *Referred*—PROPOSED RESOLUTION TO EXPRESS DISAPPROVAL OF USE OF PARK LAND FOR NON-PARK BUILDING PURPOSES.

Also a proposed resolution to oppose and disapprove the use of park land for non-park building purposes.—*Referred to the Committee on Forestry and Recreation*.

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## Presented by
## ALDERMAN RAYNER (6th Ward) and ALDERMAN COUSINS (8th Ward):

### *Referred*—PROPOSED RESOLUTION TO EXPRESS TO PRESIDENT AND TO CONGRESS OPPOSITION TO CONTINUATION OF A.B.M. PROGRAM.

A proposed resolution to express to the President and to the Congress of the United States opposition to the continuation of the Anti-Ballistic Missile program.

Alderman Rayner moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed resolution. The motion to Suspend the Rules was *Lost*, by yeas and nays as follows:

*Yeas*—Aldermen Hubbard, Despres, Rayner, Cousins, Simon, Singer, O'Rourke, Sperling—8.

*Nays*—Aldermen Roti, Metcalfe, Holman, Bohling, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Aiello, Casey, Cullerton, Laurino, Scholl, McCutcheon, Fifielski, Kerwin, Wigoda—36.

Whereupon, two committees having been called (the Committee on Finance and the Committee on Federal and State Legislation), said proposed resolution was *Referred to the Committee on Committees and Rules* in accordance with the provisions of Council Rule 44.

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### MAYOR ASSUMES CHAIR.

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## Presented by
## ALDERMAN BOHLING (7th Ward) and ALDERMAN RAYNER (6th Ward):

### Congratulations Extended Parents, Teachers and Children of O'Keeffe School for Launching Positive Program for South Shore Open House Demonstration.

A proposed resolution reading as follows:

WHEREAS, The parents, teachers and children of the O'Keeffe Elementary School, in conjunction with many civic groups of the South Shore Community, as well as the Board of Education, are launching a positive program on June 6, 7 and 8, during South Shore's now-established Open House Demonstration; and

WHEREAS, The theme of the program is one of dedication to constructive pride for the school and the neighborhood; and

WHEREAS, Art, the theatre, music, sports and recreation are the theme to which hundreds of children, directed by proud parents, teachers, and neighbors, are devoting hours and days of unselfish efforts; now, therefore,

*Be It Resolved,* That the Mayor and this City Council commend and congratulate all of those involved in this forward effort, that by joining hands, we will continue to maintain South Shore as one of Chicago's finest communities in which to live, work and play.

Alderman Bohling move to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed resolution. The motion *Prevailed.*

On motion of Alderman Bohling said proposed resolution was *Adopted.*

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### Presented by
### ALDERMAN LUPO (9th Ward):

*Referred*—PROPOSED ORDINANCE FOR NEW REGULATIONS GOVERNING SOLICITATION FOR SALE OF REAL ESTATE BY REAL ESTATE BROKERS.

A proposed ordinance to amend Chapter 113 of the Municipal Code of Chicago by adding a new Section 113-29-1 to read as follows:

"113-29-1. It shall be unlawful for any licensed real estate broker, salesman or employee of a licensed real estate broker or salesman to solicit in any manner, listings from any property owner for the sale of real estate which the property owner has not previously declared his intention to offer said real estate for sale."
—*Referred to the Committee on License.*

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### Presented by
### ALDERMAN BUCHANAN (10th Ward):

**Building Declared Public Nuisance and Ordered Demolished.**

A proposed ordinance reading as follows:

WHEREAS, The building located at No. 10015 S. Avenue L, is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; therefore

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The building located at No. 10015 S. Avenue L, is declared a public nuisance, and the Commissioner of Buildings is authorized and directed to demolish the same.

SECTION 2. This ordinance shall be effective upon its passage.

On motion of Alderman Buchanan said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, McCutcheon, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling —45.

***Nays*—None.**

*Referred*—PROPOSED RESOLUTION TO REQUEST CORP. COUNSEL TO TAKE ACTION TO CONCLUDE PENDING LITIGATION CONCERNING CIVIL SERVICE EXAMINATION FOR WARD SUPERINTENDENT.

Also a proposed resolution to request the Corporation Counsel to take such steps as are necessary to successfully conclude pending litigation concerning Civil Service examination for Ward Superintendent. —*Referred to the Committee on Police, Fire, Civil Service, Schools and Municipal Institutions.*

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### Presented by
### ALDERMAN SWINARSKI (12th Ward):

*Referred*—PROPOSED ORDERS FOR PAVING OF STREETS AND ALLEYS BY SPECIAL ASSESSMENT.

Four proposed orders to request the Board of Local Improvements to institute necessary proceedings to pave by special assessment specified streets and alleys, which were *Referred to the Committee on Local Industries, Streets and Alleys,* as follows:

Streets in the No. 3300 Block of S. Leavitt Street and S. Bell Avenue;

Alley in the block bounded by W. 32nd Street, W. 33rd Street, S. Leavitt Street and S. Bell Avenue;

Alley in the block bounded by W. 32nd Street, W. 33rd Street, S. Bell Avenue and S. Oakley Avenue;

W. 33rd Street between S. Damen and S. Seeley Avenues;

Alley between W. 33rd Street and W. 34th Street from S. Seeley Avenue to S. Hoyne Avenue;

Alley between W. 32nd Street and W. 33nd Street from S. Seeley Avenue to S. Hoyne Avenue;

Also to construct curbs along both sides of W. 33rd Street between S. Damen and S. Seeley Avenues.

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### Presented by
### ALDERMAN STASZCUK (13th Ward):

**Buildings Declared Public Nuisances and Ordered Demolished.**

A proposed ordinance reading as follows:

WHEREAS, The buildings at the following locations, to wit:

No. 1740 W. 69th Street, and
No. 1914 W. 71st Street,

are so deteriorated and weakened that they are structurally unsafe and a menace to life and property in their vicinity; therefore

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The buildings at the following locations, to wit:

No. 1740 W. 69th Street, and
No. 1914 W. 71st Street,

are declared public nuisances, and the Commissioner of Buildings is authorized and directed to demolish the same.

SECTION 2. This ordinance shall be effective upon its passage.

On motion of Alderman Staszcuk said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, McCutcheon, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—45.

*Nays*—None.

*Referred*—PROPOSED ORDER AND PETITION FOR PAVING OF ALLEY BY SPECIAL ASSESSMENT.

Also a proposed order (together with a petition) to request the Board of Local Improvements to institute necessary proceedings to pave by special assessment the roadway of the alley between W. 60th Street and W. 60th Place from S. Springfield Avenue to S. Hamlin Avenue.—*Referred to the Committee on Local Industries, Streets and Alleys.*

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### Presented by
### ALDERMAN BURKE (14th Ward):

### Issuance of Carnival Permit Authorized.

**A proposed order reading as follows:**

*Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to issue a permit to Holy Cross Church, a regularly organized charitable or religious organization, for the period beginning May 21, 1969 and ending June 1, 1969, inclusive, for the conduct of a carnival or street fair on S. Wood Street between W. 45th Street and W. 46th Street, in accordance with the City's carnivals ordinance, Sections 34-49.1 to 34-49.5, inclusive; and upon issuance of said permit the Commissioner of Streets and Sanitation shall provide barricades to prohibit vehicular traffic over the portion of the street affected, as provided by said carnivals ordinance.

On motion of Alderman Burke said proposed order was *Passed.*

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### Presented by
### ALDERMAN SHERIDAN (16th Ward):
### Building Declared Public Nuisance and Ordered Demolished.

A proposed ordinance reading as follows:

WHEREAS, The building located at No. 5538 S. Lowe Avenue, is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; therefore

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The building located at No. 5538 S. Lowe Avenue, is declared a public nuisance, and the Commissioner of Buildings is authorized and directed to demolish the same.

SECTION 2. This ordinance shall be effective upon its passage.

On motion of Alderman Sheridan said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, McCutcheon, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—45.

***Nays*—None.**

*Referred*—PROPOSED ORDER TO ACQUIRE SPECIFIED VACANT PROPERTY FOR USE FOR PLAYLOT PURPOSES.

Also a proposed order to direct the Committee on Finance and the Committee on Forestry and Recreation to acquire the vacant property at the northwest corner of W. 56th and S. Green Streets and to equip said property for use as a playlot.—*Referred to the Committee on Finance.*

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### Presented by
### ALDERMAN CAMPBELL (20th Ward):

### Buildings Declared Public Nuisances and Ordered Demolished.

**A proposed ordinance reading as follows:**

WHEREAS, The buildings at the following locations, to wit:

No. 6235 S. Indiana Avenue, and
No. 5721 S. Princeton Avenue,

are so deteriorated and weakened that they are structurally unsafe and a menace to life and property in their vicinity; therefore

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The buildings at the following locations, to wit:

No. 6235 S. Indiana Avenue, and
No. 5721 S. Princeton Avenue,

are declared public nuisances, and the Commissioner of Buildings is authorized and directed to demolish the same.

SECTION 2. This ordinance shall be effective upon its passage.

On motion of Alderman Campbell said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, McCutcheon, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—45.

*Nays*—None.

### Presented by
### ALDERMAN KUTA (23rd Ward):

### Drafting of Ordinance for Vacation of Alley Directed.

A proposed order reading as follows:

*Ordered,* That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of the south 25 feet, more or less, of the north-south 16-foot public alley in the block bounded by W. Ogden Avenue, the right of way of the Chicago, Burlington and Quincy Railroad, S. Kirkland Avenue and S. Kostner Avenue, for Kraml Dairy, Inc.; said ordinance to be transmitted to the Committee on Local Industries, Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Kuta said proposed order was *Passed.*

*Referred*—PROPOSED ORDERS FOR PAVING OF ALLEYS BY SPECIAL ASSESSMENT.

Also two proposed orders to request the Board of Local Improvements to institute necessary proceedings to pave by special assessment the roadways of two alleys, which were *Referred to the Committee on Local Industries, Streets and Alleys,* as follows:

Alley in the block bounded by W. 54th Street, W. Archer Avenue, S. Neenah Avenue and S. Nashville Avenue;

T-alley in the No. 5400 block of S. Nagle Avenue and S. Natchez Avenue.

### Presented by
### ALDERMAN ZYDLO (26th Ward):

### Ordinance Amended Granting Permission to Construct Elevator Shaft in Sidewalk Space.

A proposed ordinance reading as follows:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the ordinance passed by the City Council January 17, 1969, appearing on pages 4863 and 4872 of the Journal of the Proceedings of said date, granting permission to The Chicago Polish Daily News, to construct, maintain and use an elevator shaft in the sidewalk space in front of the premises known as Nos. 1521-1525 W. Haddon Avenue, be and the same is hereby amended by striking out of Section 1, the following language:

"The Chicago Polish Daily News",

and inserting in lieu thereof:

"The Polish Publishing Company of Chicago, Illinois".

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

On motion of Alderman Zydlo said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, McCutcheon, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—45.

*Nays*—None.

### Drafting of Ordinance for Closing to Traffic Part of N. Cleaver St. Directed.

Also a proposed order reading as follows:

*Ordered,* That the Commissioner of Public Works is hereby directed to prepare an ordinance providing for closing all that part of N. Cleaver Street to vehicular traffic between a line approximately 265 feet south of W. Division Street and the northeasterly line of the northwesterly-southeasterly 20-foot public alley northeasterly of and parallel with N. Milwaukee Avenue, also providing for opening part of the property immediately west thereof for pedestrian use only, and opening part of the property immediately north thereof on the west side of said street, for turn-around purposes; for the City of Chicago (Department of Urban Renewal) Project Noble-Division; said ordinance to be transmitted to the Committee on Local Industries, Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Zydlo said proposed order was *Passed.*

### Presented for
### ALDERMAN SAIN (27th Ward):

### Building Declared Public Nuisance and Ordered Demolished.

A proposed ordinance (presented by Alderman Zydlo) reading as follows:

WHEREAS, The building located at No. 2343 W. Washington Boulevard, is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; therefore

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The building located at No. 2343 W. Washington Boulevard, is declared a public nuisance, and the Commissioner of Buildings is authorized and directed to demolish the same.

SECTION 2. This ordinance shall be effective upon its passage.

On motion of Alderman Zydlo said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, McCutcheon, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—45.

*Nays*—None.

### Presented by
### ALDERMAN JAMBRONE (28th Ward):

### Drafting of Ordinance for Vacation of Alley Directed.

A proposed order reading as follows:

*Ordered,* That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of all of the north-south 16-foot public alley running south from W. Lake Street together with all that part of the east-west 14-foot public alley lying between the west line of said north-south public alley extended south and a line 74 feet, more or less, east thereof, also providing for the dedication of a north-south 16-foot alley at the east terminus of said vacation, all in the block bounded by W. Lake Street, vacated W. Maypole Avenue, N. Western and N. Campbell Avenues, for Allied Radio Corporation and John Hancock Mutual Life Insurance Company; said ordinance to be transmitted to the Committee on Local Industries, Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Jambrone said proposed order was *Passed.*

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### Presented by
### ALDERMAN BIGGS (29th Ward):

### Buildings Declared Public Nuisances and Ordered Demolished.

A proposed ordinance reading as follows:

WHEREAS, The buildings at the following locations, to wit:

No. 1458 S. Komensky Avenue,
No. 1406 S. Karlov Avenue,
No. 1409 S. Karlov Avenue,
No. 3626 W. Lexington Street, and
No. 1000 S. Keeler Avenue,

are so deteriorated and weakened that each is structurally unsafe and a menace to life and property in its vicinity; therefore

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The buildings at the following locations, to wit:

No. 1458 S. Komensky Avenue,
No. 1406 S. Karlov Avenue,
No. 1409 S. Karlov Avenue,
No. 3626 W. Lexington Street, and
No. 1000 S. Keeler Avenue,

are declared public nuisances, and the Commissioner of Buildings is authorized and directed to demolish the same.

SECTION 2. This ordinance shall be effective upon its passage.

On motion of Alderman Biggs said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, McCutcheon, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling —45.

*Nays*—None.

*Referred*—PROPOSED ORDER TO ACQUIRE PROPERTY AT NO. 4256 W. CERMAK ROAD FOR TOT-LOT PURPOSES.

Also a proposed order to direct the Committee on Finance and the Committee on Forestry and Recreation to give consideration to acquisition of vacant property at No. 4256 W. Cermak Road and to equip same for use as a tot-lot.—*Referred to the Committee on Finance.*

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### Presented by
### ALDERMAN McMAHON (30th Ward):

### Building Declared Public Nuisance and Ordered Demolished.

A proposed ordinance reading as follows:

WHEREAS, The building located at No. 4547 W. Polk Street, is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; therefore

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The building located at No. 4547 W. Polk Street, is declared a public nuisance, and the Commissioner of Buildings is authorized and directed to demolish the same.

SECTION 2. This ordinance shall be effective upon its passage.

On motion of Alderman McMahon said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, McCutcheon, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling —45.

*Nays*—None.

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### Presented by
### ALDERMAN GABINSKI (32nd Ward):

### Issuance of Carnival Permit Authorized.

A proposed order reading as follows:

*Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to issue a permit to Franklin D. Roosevelt Post No. 923—The American Legion, a regularly organized charitable or religious organization, for the period beginning August 6, 1969 and ending August 10, 1969, inclusive, for the conduct of a carnival or street fair on W. Cortland Street between N. Wood and N. Wolcott Streets and on N. Honore Street between W. Cortland Street and W. Armitage Avenue, in accordance with the City's carnivals ordinance, Sections 34-49.1 to 34-49.5, inclusive; and upon issuance of said permit the Commissioner of Streets and Sanitation shall provide barricades to prohibit vehicular traffic over the portion of the street affected, as provided by said carnivals ordinance.

On motion of Alderman Gabinski said proposed order was *Passed.*

### Presented by
### ALDERMAN BRANDT (33rd Ward):

### Issuance of Carnival Permit Authorized.

A proposed order reading as follows:

*Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to issue a permit to Logan Square Neighborhood Association, No. 2641 N. Milwaukee Avenue, a regularly organized charitable or religious organization, for the period beginning August 12, 1969 and ending August 26, 1969, inclusive, for the conduct of a carnival or street fair on the east service drive of N. Kedzie Avenue from N. Albany Avenue to N. Linden Place, in accordance with the City's carnivals ordinance, Sections 34-49.1 to 34-49.5, inclusive; and upon issuance of said permit the Commissioner of Streets and Sanitation shall provide barricades to prohibit vehicular traffic over the portion of the street affected, as provided by said carnivals ordinance.

On motion of Alderman Brandt said proposed order was *Passed.*

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### Presented by
### ALDERMAN AIELLO (36th Ward):

### Issuance of Carnival Permit Authorized.

A proposed order reading as follows:

*Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to issue a permit to St. Stanislaus Bishop and Martyr Church, a regularly organized charitable or religious organization, for the period beginning August 4, 1969 and ending August 20, 1969, inclusive, for the conduct of a carnival or street fair on N. Long Avenue between W. Belden and W. Fullerton Avenues, in accordance with the City's carnivals ordinance, Sections 34-49.1 to 34-49.5, inclusive; and upon issuance of said permit the Commissioner of Streets and Sanitation shall provide barricades to prohibit vehicular traffic over the portion of the street affected, as provided by said carnivals ordinance.

On motion of Alderman Aiello said proposed order was *Passed.*

### Issuance of Canopy Permit Authorized.

Also a proposed order reading as follows:

*Ordered,* That the City Comptroller be and he is hereby authorized to issue a permit to Belvedere Catering Corporation, to maintain an existing canopy over the sidewalk in W. Grand Avenue, attached to the building or structure located at Nos. 6010-6018 W. Grand Avenue, for a period of ten years from and after March 25, 1969, in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Buildings and the Chief Fire Prevention Engineer, said canopy not to exceed 72 feet in length nor 4 feet in width: upon the filing of the application and bond and payment of the initial compensation provided for by ordinances relating to the construction and maintenance of canopies.

On motion of Alderman Aiello said proposed order was *Passed.*

### Presented for
### ALDERMAN FRIED (42nd Ward):

### Issuance of Permit to Conduct Art Fair and Sidewalk Sale Authorized.

A proposed order (presented by Alderman Cullerton) reading as follows:

*Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to issue a permit to the Gold Coast Art Fair Association to conduct an art fair and a street and sidewalk sale on specified streets in the 42nd Ward on Friday, Saturday and Sunday, August 15-16-17, 1969, from 9:00 A.M. to 10:00 P.M.

On motion of Alderman Cullerton said proposed order was *Passed.*

*Referred*—PROPOSED ORDINANCES FOR GRANTS OF PRIVILEGES IN PUBLIC WAYS.

Also three proposed ordinances (presented by Alderman Cullerton) for grants of privileges in public ways, which were *Referred to the Committee on Local Industries, Streets and Alleys,* as follows:

American Medical Association: to maintain and use an existing sidewalk vault on the north side of W. Grand Avenue adjoining the northeast corner of N. Dearborn Street and extending under the roadway of W. Grand Avenue for a distance of 18 feet;

Chicago, Milwaukee, St. Paul and Pacific Railroad Company: to maintain and use an existing switch track in N. North Branch Street easterly of the easterly line of W. Bliss Street, connecting with the existing track on the westerly line of N. North Branch Street at a point 125 feet southeasterly of the southerly line of W. Bliss Street, thence running northwesterly on and across the westerly side of N. North Branch Street a distance of 100 feet to the westerly line of N. North Branch Street westerly of the southern line of W. Bliss Street;

Lissner Corporation: to maintain and use an existing switch track on the southerly side of N. North Branch Street connecting with the existing track at a point 230 feet southeasterly of the easterly line of W. Bliss Street, thence running in a northwesterly direction along the southerly side of N. North Branch Street a distance of 137 feet to a point on the southerly line of N. North Branch Street 100 feet southeasterly of the easterly line of W. Bliss Street.

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### Presented by
### ALDERMAN McCUTCHEON (43rd Ward):

### Issuance of Canopy Permit Authorized.

A proposed order reading as follows:

*Ordered,* That the City Comptroller is authorized to issue a permit to American National Bank and Trust Company of Chicago, not individually, but as Trustee under Trust No. 26993, to maintain an existing canopy over the sidewalk in N. State Street, attached to the building or structure located at No. 1255 N. State Street, for a period of ten years from and after May 23, 1969, in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Buildings and the Chief Fire Prevention Engineer, said canopy not to exceed 20 feet in length nor 15 feet in width: upon the filing of the application and bond and payment of the initial compensation provided for by ordinances relating to the construction and maintenance of canopies.

On motion of Alderman McCutcheon said proposed order was *Passed.*

*Referred*—PROPOSED ORDINANCES TO NAME CERTAIN SPECIFIED AREAS AS "REED LANE" AND "STONE TERRACE".

Also two proposed ordinances to name the newly-created thoroughfare between N. St. Michaels Court and N. Fern Court as "Reed Lane", and to name the turn-around area between W. Menomonee Street and W. Willow Street as "Stone Terrace".—*Referred to the Committee on Local Industries, Streets and Alleys.*

## Presented by
## ALDERMAN SINGER (44th Ward):

### Issuance of Carnival Permits Authorized.

Two proposed orders reading respectively as follows:

> *Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to issue a permit to St. Bonaventure Church, a regularly organized charitable or religious organization, for the period beginning June 13, 1969 and ending June 23, 1969, inclusive, for the conduct of a carnival or street fair on the east side of the 2700 Block on N. Paulina Street, in accordance with the City's carnivals ordinance, Sections 34-49.1 to 34-49.5, inclusive; and upon issuance of said permit the Commissioner of Streets and Sanitation shall provide barricades to prohibit vehicular traffic over the portion of the street affected, as provided by said carnivals ordinance.
>
> *Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to issue a permit to Park West Community Association, a regularly organized charitable or religious organization, for the period beginning June 13, 1969 and ending June 15, 1969, inclusive, for the conduct of a carnival or street fair on N. Geneva Terrace between W. Arlington Place and W. Fullerton Parkway and in the alley between W. Arlington Place and W. Fullerton Parkway in the Nos. 500 to 700 Blocks, in accordance with the City's carnivals ordinance, Sections 34-49.1 to 34-49.5, inclusive; and upon issuance of said permit the Commissioner of Streets and Sanitation shall provide barricades to prohibit vehicular traffic over the portion of the street affected, as provided by said carnivals ordinance.

On separate motions made by Alderman Singer *each* of the foregoing proposed orders was *Passed.*

### Issuance of Canopy Permit Authorized.

Also a proposed order reading as follows:

> *Ordered,* That the City Comptroller is hereby authorized to issue a permit to Northwestern National Life Insurance Company to maintain an existing canopy over the sidewalk in W. Barry Avenue, attached to the building or structure located at No. 400 W. Barry Avenue, for a period of ten years from and after April 22, 1969, in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Buildings and the Chief Fire Prevention Engineer, said canopy not to exceed 10 feet in length nor 14½ feet in width: upon the filing of the application and bond and payment of the initial compensation provided for by ordinances relating to the construction and maintenance of canopies.

On motion of Alderman Singer said proposed order was *Passed.*

## Presented by
## ALDERMAN KERWIN (46th Ward):

### Issuance of Canopy Permit Authorized.

A proposed order reading as follows:

> *Ordered,* That the City Comptroller is hereby authorized to issue a permit to Milton D. Levy to maintain an existing canopy over the sidewalk in N. Southport Avenue, attached to the building or structure located at No. 3733 N. Southport Avenue, for a period of ten years from and after July 10, 1969, in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Buildings and the Chief Fire Prevention Engineer, said canopy not to exceed 28 feet in length nor 14 feet in width: upon the filing of the application and bond and payment of the initial compensation provided for by ordinances relating to the construction and maintenance of canopies.

On motion of Alderman Kerwin said proposed order was *Passed.*

## Presented by
## ALDERMAN HOELLEN (47th Ward):

*Referred*—PROPOSED ORDINANCE FOR NEW REGULATIONS GOVERNING LICENSING OF LIQUOR DEALERS.

A proposed ordinance to amend Section 147-13 of the Municipal Code of Chicago by striking the words and figures contained in the last two sentences of the fourth paragraph of said section, and by inserting in lieu thereof the following words and figures:

> "Any persons licensed under this chapter shall be entitled to such privilege, upon the payment of such additional fee, and upon the issuance of a Special Use Variation by the Zoning Board of Appeals upon a full public hearing in accordance with the requirements of Section 194A-11.10-2 of the Municipal Code of Chicago."

—*Referred to the Committee on Buildings and Zoning.*

## Presented by
## ALDERMAN WIGODA (49th Ward):

### May 24th-25th Declared "Rogers Park Days in Chicago".

A proposed resolution reading as follows:

> WHEREAS, The Rogers Park Community Council has dedicated itself to the betterment of the entire community through many deserving programs effecting all its citizens; and
>
> WHEREAS, The Rogers Park Community Council working together with all the citizens of the community has lent its efforts to the improvement and quality of life in the entire City of Chicago; and

WHEREAS, Working under the able leadership of its president Mr. Harry Nachman, and its dedicated officials and Board of Directors, the Rogers Park Community Council has made all citizens aware of their responsibility to the community; and

WHEREAS, The Annual Hi-Neighbor Weekend, sponsored by the Rogers Park Community Council is an effort to enlist the support of the people of the community and a rededication of the goals and objectives of the Rogers Park Community Council; now, therefore,

*Be It Resolved,* That the Mayor of Chicago and the members of the City Council, in meeting assembled this 14th day of May, 1969, do declare that May 24th and May 25th, 1969, be "Rogers Park Days in Chicago".

Alderman Wigoda moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed resolution. The motion *Prevailed.*

On motion of Alderman Wigoda said proposed resolution was *Adopted.*

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## 5. FREE PERMITS, LICENSE FEE EXEMPTIONS, CANCELLATION OF WARRANTS FOR COLLECTION, AND WATER RATE EXEMPTIONS, ETC.

**Proposed ordinances, orders, etc. described below, were presented by the aldermen named, and were *Referred to the Committee on Finance,* as follows:**

*Free Permits to Churches, Etc.:*

BY ALDERMAN RAYNER (6TH WARD):

Woodlawn A.M.E. Church, Nos. 6456-6458 S. Evans Avenue—construction of an annex addition to existing church building, all electrical work and use of water in conjunction therewith.

BY ALDERMAN LASKOWSKI (35TH WARD):

St. Joseph Home for the Aged, No. 2650 N. Ridgeway Avenue—construction of addition, remodeling and renovation of existing buildings, all electrical work and use of water in conjunction therewith.

BY ALDERMAN MCCUTCHEON (43RD WARD):

Chicago Youth Centers, Nos. 1945 and 1948 N. Sheffield Avenue—renovation and remodeling of existing buildings, all electrical work and use of water in conjunction therewith.

BY ALDERMAN HOELLEN (47TH WARD):

Ravenswood Hospital Medical Center, No. 1931 W. Wilson Avenue—construction of a new west pavilion, remodeling of the existing hospital building and use of water in conjunction therewith.

BY ALDERMAN WIGODA (49TH WARD):

The Dominican Sisters of Bethany, No. 1501 W. Touhy Avenue—excavation for installation and maintenance of a 6-inch sewer service connection with the City's sewer in W. Touhy Avenue, and for resurfacing and restoring to grade the street pavement at said location.

*License Fee Exemptions for Homes, Hospitals, Day Care Centers, Etc.:*

BY ALDERMAN ROTI (1ST WARD):

Chinese Christian Union Church, No. 2301 S. Wentworth Avenue.

Cordi-Marian Settlement, No. 1100 S. May Street.

BY ALDERMAN HUBBARD (2ND WARD):

Mercy Hospital and Medical Center, No. 2510 S. South Park Avenue.

BY ALDERMAN METCALFE (3RD WARD):

Garden Apartments Nursery School and Kindergarten, No. 4627 S. Wabash Avenue.

Maggie Drummond Memorial Day Care Center, No. 4301 S. Wabash Avenue.

BY ALDERMAN DESPRES (5TH WARD):

Woodlawn Baptist Church, No. 6207 S. University Avenue.

BY ALDERMAN COUSINS (8TH WARD):

Fellowship Bible Nursery and Kindergarten, No. 1142 E. 82nd Street.

BY ALDERMAN BUCHANAN (10TH WARD):

Trumbull Park Community Center Nursery, No. 10536 S. Oglesby Avenue.

BY ALDERMAN STASZCUK (13TH WARD):

Holy Cross Hospital, No. 2701 W. 68th Street at S. California Avenue.

Lithuanian Montessori Society of America, No. 2743 W. 69th Street.

BY ALDERMAN KRSKA (15TH WARD):

Southwest Cooperative Pre-School, No. 3500 W. 63rd Place.

BY ALDERMAN KUTA (23RD WARD):

Clarence Darrow Community Center, No. 4340 S. Lamon Avenue.

BY ALDERMAN ZYDLO (26TH WARD):

Robinson House (Chicago Commons Association), No. 124 N. Hoyne Avenue.

Emerson House (Chicago Commons Association), No. 645 N. Wood Street.

BY ALDERMAN ZYDLO (FOR ALDERMAN SAIN, 27TH WARD):

Laurance Armour Day School, No. 630 S. Ashland Boulevard.

BY ALDERMAN LAURINO (39TH WARD):

Max Straus Center (Jewish Community Centers), No. 3715 W. Wilson Avenue.

BY ALDERMAN CULLERTON (FOR ALDERMAN FRIED, 42ND WARD):

Fourth Presbyterian Church Day School, No. 126 E. Chestnut Street.

BY ALDERMAN SINGER (44TH WARD):

The Lincoln Park Cooperative Nursery School, No. 2335 N. Orchard Street.

Mary Meyer School, No. 2817 N. Pine Grove Avenue.

The Parent School, No. 737 W. Wrightwood Avenue.

BY ALDERMAN KERWIN (46TH WARD):

North Chicago Hebrew Congregation (Temple Sholom) Hull House Nursery (Child Development), No. 3480 N. Lake Shore Drive.

Temple Sholom Co-Operative Nursery, No. 3480 N. Lake Shore Drive.

BY ALDERMAN HOELLEN (47TH WARD):

All Saints Center (Chase House, 211 S. Ashland Avenue, a Community Fund Agency), No. 4550 N. Hermitage Avenue.

*Cancellation of Warrants for Collection:*

BY ALDERMAN SANDE (34TH WARD):

Y.M.C.A., No. 3600 W. Fullerton Avenue—refrigerating system inspection.

BY ALDERMAN CULLERTON (FOR ALDERMAN FRIED, 42ND WARD):

Lower North Center (Chicago Youth Centers), No. 1000 N. Sedgwick Street—sign inspection.

# UNFINISHED BUSINESS.

### Authority Granted for Lease Agreement with Exhibition Contractors Co., Inc. at Navy Pier.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on April 25, 1969, pages 5424-5425, recommending that the City Council pass a proposed ordinance transmitted with the committee's report authorizing a lease agreement with Exhibition Contractors Co., Inc. at Navy Pier.

On motion of Alderman Keane said proposed ordinance was *Passed*, by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, McCutcheon, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—45.

*Nays*—None.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Port Director and the City Comptroller, subject to approval as to form and legality of the Corporation Counsel are authorized to execute in behalf of the City of Chicago an agreement with Exhibition Contractors Co., Inc., said agreement to be in the following form:

This Agreement made this..........................day of ..............................................A.D., 1969, between the City of Chicago, a municipal corporation of the State of Illinois, hereinafter called "Landlord" and Exhibition Contractors Co., Inc., a corporation organized and existing by virtue of the laws of the State of Illinois, hereinafter called "Tenant".

WITNESSETH:

That Landlord, for and in consideration of the terms and conditions, hereinafter contained and made on the part of Tenant, does hereby grant to Tenant for use only by Tenant, the privileges hereinafter described on premises at Navy Pier, Foot of Grand Avenue, Chicago, Illinois 60611, hereinafter called "Pier". Plats of said Pier occupied attached hereto, and made a part thereof, are shown as Exhibits "A", "B", "C" and "D".

*[Articles I to XVIII incl. contained in this agreement are identical with Articles I to XVIII incl. as printed on pages 5386-5389 of the Journal of Proceedings of April 25, 1969]*

*Article XIX*

1. *Premises*

Landlord leases to Tenant space on the second floor of the North Building as appears on the attached Exhibit "A" and Exhibit "B".

2. *Purpose*

Tenant shall use the demised premises for offices and storage in connection with the conduct of an exposition service business and for no other purpose.

3. *Term*

The term of this Agreement shall begin on the ...........day of................................., 1969, the date of approval of the authorizing ordinance by the City Council, and terminate two years thereafter subject to cancellation by either party on ninety (90) days notice in writing.

4. *Rental*

Tenant shall pay rental for the demised premises to the Landlord at the office of the City Comptroller, Room 501 City Hall, Chicago, Illinois 60602, monthly in advance the sum of three hundred eighteen and 07/100 dollars ($318.07) which is one twelfth of the annual rental of thirty-eight hundred sixteen and 80/100 dollars ($3,816.80).

Notwithstanding the foregoing, if any rental and/or percentage rental commences otherwise than as of the first day of any month or terminates prior to the last day of any month, rental and/or percentage rental for such month shall be determined on a pro-rata basis according to the number of days of such month involved.

5. *Records*

Tenant shall:

A. Maintain, in accordance with accepted accounting practices, during the term of this Agreement and for one year after the termination and expiration thereof, and for a further period extending until the City Comptroller shall give written consent to the disposal thereof, records and books of account recording all transactions at, through, or in any way connected with the operation of its concession at the Pier. Upon request from the City Comptroller, such books of account and records shall be made available to the City Comptroller at a convenient location within the City of Chicago, Illinois.

B. Permit in ordinary business hours during the term of this Agreement, and for any period thereafter during which such records shall be maintained in accordance with subparagraph 5A hereof, the examination and audit by the officers, employees, and representatives of Landlord of such records and books of account.

*Article XX*

Notices to the Landlord provided for herein may be sent by registered mail, postage prepaid, addressed to the Port Director of the City of Chicago, Navy Pier, Chicago, Illinois, 60611, and notices to Tenant provided for herein may be sent by registered mail, postage prepaid, addressed to Tenant at Exhibition Contractors Co., Inc., Navy Pier, Chicago, Illinois 60611.

Execution of this Agreement authorized by ordinance of the City Council of the City of Chicago passed ..............................(C.J.P. ..........................).

In Witness Whereof, the parties hereto have caused this instrument to be signed in triplicate under their respective seals on the day and year first above written.

[Signature forms and Exhibits "A", "B", "C" and "D" omitted]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

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## Authority Granted for Lease Agreement with J. F. Fisher & Co. at Navy Pier.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on April 25, 1969, pages 5425-5426, recommending that the City Council pass a proposed ordinance transmitted with the committee's report authorizing a lease agreement with J. F. Fisher and Company for office space and storage area at Navy Pier.

**On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:**

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, McCutcheon, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling —45.

*Nays*—None.

**The following is said ordinance as passed:**

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Port Director and the City Comptroller, subject to approval as to form and legality of the Corporation Counsel are authorized to execute in behalf of the City of Chicago an agreement with J. F. Fisher & Company, said agreement to be in the following form:

This Agreement made this..........................day of ..............................................A.D., 1969, between the City of Chicago, a municipal corporation of the State of Illinois, hereinafter called "Landlord" and J. F. Fisher & Company, a corporation organized and existing by virtue of the laws of the State of Illinois, hereinafter called "Tenant".

WITNESSETH:

That Landlord, for and in consideration of the terms and conditions, hereinafter contained and made on the part of Tenant, does hereby grant to Tenant for use only by Tenant, the privileges hereinafter described on premises at Navy Pier, Foot of Grand Avenue, Chicago, Illinois 60611, hereinafter called "Pier". A plat of said Pier being attached hereto.

*[Articles I to XVIII incl. contained in this agreement are identical with Articles I to XVIII incl. as printed on pages 5386-5389 of the Journal of Proceedings of April 25, 1969]*

*Article XIX*

1. *Premises*

Landlord leases to Tenant space in the North Exhibition Hall appearing in red on the attached Exhibit "A".

2. *Purpose*

Tenant shall use the demised premises for an office and for a storeroom and shop area for the storage of equipment and supplies and for no other purpose.

3. *Term*

The term of this Agreement shall begin on the ...........day of.................................., 1969, the date of approval of the authorizing ordinance by the City Council, and terminate two years thereafter subject to cancellation by either party on ninety (90) days notice in writing.

4. *Rental*

Tenant agrees to pay Landlord annually the total sum of seven hundred fifty and no/100 dollars ($750.00) in equal monthly installments, in advance, in the sum of sixty-two and 50/100 dollars ($62.50) at the offices of the City Comptroller, Room 501, City Hall, Chicago, Illinois 60602.

Notwithstanding the foregoing, if any rental and/or percentage rental commences otherwise than as of the first day of any month or terminates prior to the last day of any month, rental and/or percentage rental for such month shall be determined on a pro-rata basis according to the number of days of such month involved.

5. *Records*

Tenant shall:

A. Maintain, in accordance with accepted accounting practices, during the term of this Agreement and for one year after the termination and expiration thereof, and for a further period extending until the City Comptroller shall give written consent to the disposal thereof, records and books of account recording all transactions at, through, or in any way connected with the operation of its concession at the Pier. Upon request from the City Comptroller, such books of account and records shall be made available to the City Comptroller at a convenient location within the City of Chicago, Illinois.

B. Permit in ordinary business hours during the term of this Agreement, and for any period thereafter during which such records shall be maintained in accordance with subparagraph 5A hereof, the examination and audit by the officers, employees, and representatives of Landlord of such records and books of account.

*Article XX*

Notices to the Landlord provided for herein may be sent by registered mail, postage prepaid, addressed to the Port Director of the City of Chicago, Navy Pier, Chicago, Illinois 60611, and notices to Tenant provided for herein may be sent by registered mail, postage prepaid, addressed to Tenant at J. F. Fisher & Co., 8048 South Kedzie Avenue, Chicago, Illinois 60652.

Execution of this Agreement authorized by ordinance of the City Council of the City of Chicago passed .............................. (C.J.P..............................).

In Witness Whereof, the parties hereto have caused this instrument to be signed in triplicate under their respective seals on the day and year first above written.

[Signature forms and Exhibit "A" omitted]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

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## Authority Granted for Lease Agreement with La Salle-Randolph Garage Corp. at Navy Pier.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on April 25, 1969, pages 5426-5427, recommending that the City Council pass a proposed ordinance transmitted with the committee's report to authorize a lease agreement with La Salle-Randolph Garage Corporation at Navy Pier.

**On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:**

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, McCutcheon, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling —45.

*Nays*—None.

**The following is said ordinance as passed:**

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Port Director and the City Comptroller, subject to approval as to form and legality of the Corporation Counsel are authorized to execute in behalf of the City of Chicago an agreement with LaSalle-Randolph Garage Corporation, said agreement to be in the following form:

This Agreement made this .................... day of .................... A.D. ............, between the City of Chicago, a municipal corporation of the State of Illinois, hereinafter called "Landlord" and LaSalle-Randolph Garage Corporation, a corporation organized and existing by virtue of the laws of the State of Illinois, hereinafter called "Tenant".

WITNESSETH:

That Landlord, for and in consideration of the terms and conditions, hereinafter contained and made on the part of Tenant, does hereby grant to Tenant for use only by Tenant, the privileges hereinafter described on premises at Navy Pier, Foot of Grand Avenue, Chicago, Illinois 60611, hereinafter called "Pier". A plat of said Pier area attached hereto as Exhibits "A" and "B" and made a part thereof.

*[Articles I to XVIII incl. contained in this agreement are identical with Articles I to XVIII incl. as printed on pages 5386-5389 of the Journal of Proceedings of April 25, 1969]*

### *Article XIX*

1. *Premises*

A. Landlord leases to Tenant space known as the Navy Pier Parking Area appearing in red on the attached Exhibits "A" and "B".

2. *Purpose*

Tenant shall use the demised premises for the operation of a public parking facility and for no other purpose.

3. *Term*

The term of this Agreement shall begin on the ................ day of ........................, 1969, the date of approval of the authorizing ordinance by the City Council, and terminate two years thereafter subject to cancellation by either party on ninety (90) days notice in writing.

4. *Operations*

Tenant agrees to charge rates only as may be approved by the Director from time to time, it being understood that such approval will not be withheld if the proposed rates do not exceed rates for similar services in the surrounding area of the City of Chicago. Landlord's determination of reasonable rates shall control.

5. *Rental*

A. Tenant agrees to pay Landlord as rental for the demised premises herein either a monthly rental or fifty-five per cent (55%) of the Gross Monthly Receipts, whichever is greater.

B. The monthly rental of five hundred fifty and no/100 dollars ($550.00) shall be paid monthly in advance at the offices of the City Comptroller, Room 501, City Hall, Chicago, Illinois (60602).

C. Tenant shall furnish to the City Comptroller, with a copy to the Director, on or before the 20th day following the last day of each calendar month during the term of this Agreement, a statement, certified in such manner as said Comptroller may prescribe, of the Gross Monthly Receipts during the preceding month, or portion thereof, accompanied by payment of the agreed percentage of all Gross Monthly Receipts in excess of one thousand and no/100 dollars ($1,000.00).

Notwithstanding the foregoing, if any rental and/or percentage rental commences otherwise than as of the first day of any month or terminates prior to the last day of any month, rental and/or percentage rental for such month shall be determined on a pro-rata basis according to the number of days of such month involved.

6. *Records*

Tenant shall:

A. Maintain, in accordance with accepted accounting practices, during the term of this Agreement and for one year after the termination and expiration thereof, and for a further period extending until the City Comptroller shall give written consent to the disposal thereof, records and books of account recording all transactions at, through, or in any way connected with the operation of its concession at the Pier. Upon request from the City Comptroller, such books of account and records shall be made available to the City Comptroller at a convenient location within the City of Chicago, Illinois.

B. Permit in ordinary business hours during the term of this Agreement, and for any period thereafter during which such records shall be maintained in accordance with subparagraph 6(a) hereof, the examination and audit by the officers, employees, and representatives of Landlord of such records and books of account.

*Article XX*

Notices to the Landlord provided for herein may be sent by registered mail, postage prepaid, addressed to the Port Director of the City of Chicago, Navy Pier, Chicago, Illinois 60611, and notices to Tenant provided for herein may be sent by registered mail, postage prepaid, addressed to Tenant at LaSalle-Randolph Garage Corp., 221 North LaSalle Street, Chicago, Illinois 60601.

Execution of this Agreement authorized by ordinance of the City Council of the City of Chicago passed ............................... (C.J.P............................).

In Witness Whereof, the parties hereto have caused this instrument to be signed in triplicate under their respective seals on the day and year first above written.

[Signature forms and Exhibits "A" and "B" omitted]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

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### Authority Granted for Lease Agreement with Rialto Service Co. at Navy Pier.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on April 25, 1969, pages 5427-5428, recommending that the City Council pass a proposed ordinance transmitted with the committee's report to authorize a lease agreement with Rialto Service Company at Navy Pier.

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, McCutcheon, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling —45.

*Nays*—None.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Port Director and the City Comptroller, subject to approval as to form and legality of the Corporation Counsel are authorized to execute in behalf of the City of Chicago an agreement with Rialto Service Company, said agreement to be in the following form:

This Agreement made on this........................day of .................................A.D.,......................, between the City of Chicago, a municipal corporation of the State of Illinois, hereinafter called "Landlord" and Rialto Service Company, a corporation organized and existing by virtue of the laws of the State of Illinois, hereinafter called "Tenant".

WITNESSETH:

That Landlord, for and in consideration of the terms and conditions, hereinafter contained and made on the part of Tenant, does hereby grant to Tenant for use only by Tenant, the privileges hereinafter described on premises at Navy Pier, Foot of Grand Avenue, Chicago, Illinois 60611, hereinafter called "Pier".

*[Articles I to XVIII incl. contained in this agreement are identical with Articles I to XVIII incl. as printed on pages 5386-5389 of the Journal of Proceedings of April 25, 1969]*

*Article XIX*

1. *Premises*

Landlord grants Tenant the non-exclusive privilege to use space at the Pier for checkroom facilities, said space to be in areas mutually agreed to between Tenant and Landlord.

2. *Purpose*

Tenant shall provide, maintain and operate checkroom facilities at the Pier on written request of the Director and for no other purpose.

3. *Term*

The term of this Agreement shall begin on the ...........day of................................., 1969, the date of approval of the authorizing ordinance by the City Council, and terminate two years thereafter subject to cancellation by either party on ninety (90) days notice in writing.

4. *Operations*

(a) Tenant agrees to operate said checkroom facilities at such times as may be requested in writing by the Director.

(b) Tenant shall provide, at its own cost and expense, all counters and other facilities and equipment necessary for the conduct of the concession herein granted and shall install and remove said counters, facilities and equipment, at its own cost and expense, respectively, at the commencement and termination of each of the said times referred to in (a) hereinabove.

(c) Tenant agrees to charge rates only as may be approved by the Director from time to time, it being understood that such approval will not be withheld if the proposed rates do not exceed rates for similar services in the City of Chicago. Landlord's determination of reasonable rates shall control.

5. *Rental*

Tenant agreeds to pay Landlord twenty percent (20%) of the Gross monthly checkroom receipts at the offices of the City Comptroller, Room 501 City Hall, Chicago, Illinois 60602, on or before the 20th day of the month succeeding each calendar month of the term, or portion thereof, for its operations of the preceding month.

Tenant shall furnish to the City Comptroller, with a copy to the Director, on or before the 20th day following the last day of each calendar month during the term of this Agreement, a statement, certified in such manner as said Comptroller may prescribe, of the gross monthly checkroom receipts during the preceding month, or portion hereof.

Notwithstanding the foregoing, if any rental and/or percentage rental commences otherwise than as of the first day of any month or terminates prior to the last day of any month, rental and/or percentage rental for such month shall be determined on a pro-rata basis according to the number of days of such month involved.

6. *Records*

Tenant shall:

(a) Maintain, in accordance with accepted accounting practice, during the term of this Agreement and for one year after the termination and expiration thereof, and for a further period extending until the City Comptroller shall give written consent to the disposal thereof, records and books of account recording all transactions at, through, or in any way connected with the operation of its concession at the Pier. Upon request from the City Comptroller, such books of account and records shall be made available to the City Comptroller at a convenient location within the City of Chicago, Illinois.

(b) Permit in ordinary business hours during the term of this Agreement, and for any period thereafter during which such records shall be maintained in accordance with subparagraph 6(a) hereof, the examination and audit by the officers, employees, and representatives of Landlord of such records and books of account.

*Article XX*

Notices to the Landlord provided for herein may be sent by registered mail, postage prepaid, addressed to the Port Director of the City of Chicago, Navy Pier, Chicago, Illinois 60611, and notices to Tenant provided for herein may be sent by registered mail, postage prepaid, addressed to Tenant at Rialto Service Company, 127 North Dearborn Street, Chicago, Illinois 60602.

Execution of this Agreement authorized by ordinance of the City Council of the City of Chicago passed .................................. (C.J.P. ........................).

In Witness Whereof, the parties hereto have caused this instrument to be signed in triplicate under their respective seals on the day and year first above written.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

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## Authority Granted for Agreements with Nik-O-Lok Co. for Coin-Lock Operations at Chicago's Airports.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on April 25, 1969, pages 5428-5434, recommending that the City Council pass three proposed ordinances transmitted with the committee's report to authorize agreements with Nik-O-Lok Company for coin-lock operations at Chicago's Airports.

Alderman Keane moved to Concur In the committee's recommendations and pass said proposed ordinances.

Alderman Despres moved to *Re-refer said three proposed ordinances to the Committee on Finance.* The motion to Re-refer was *Lost,* by yeas and nays as follows:

*Yeas*—Aldermen Despres, Rayner, Bohling, Cousins, Staszcuk, Simon, Scholl, McCutcheon, Singer, Hoellen, O'Rourke, Sperling—12.

*Nays*—Aldermen Roti, Hubbard, Metcalfe, Holman, Lupo, Buchanan, Bilandic, Swinarski, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Fifielski, Kerwin, Wigoda—35.

On separate motions made by Alderman Keane *each* of the said proposed ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Bohling, Lupo, Buchanan, Bilandic, Swinarski, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Fifielski, Kerwin, Wigoda, Sperling—37.

*Nays*—Aldermen Despres, Rayner, Cousins, Staszcuk, Simon, Scholl, McCutcheon, Singer, Hoellen, O'Rourke—10.

Alderman Janousek moved to *Reconsider* the foregoing vote. The motion was *Lost,* by yeas and nays as follows:

*Yeas*—Aldermen Despres, Rayner, Bohling Cousins, Staszcuk, Simon, Scholl, McCutcheon, Hoellen—9.

*Nays*—Aldermen Roti, Hubbard, Metcalfe, Holman, Lupo, Buchanan, Bilandic, Swinarski, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—38.

The following are the said three ordinances as passed (the Italic heading in each case not being a part of the ordinance):

### *Merrill C. Meigs Field*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Aviation and the City Comptroller, subject to approval as to form and legality of the Corporation Counsel, are authorized to execute in behalf of the City of Chicago an agreement with Nik-O-Lok Company, at Merrill C. Meigs Field, said agreement to be in substantially the following form:

This Agreement made this ........................ day of ........................ A.D. ........................, between the City of Chicago, a municipal corporation of the State of Illinois, hereinafter called "Landlord" and Nik-O-Lok Company, a corporation organized and existing by virtue of the laws of the State of Indiana, hereinafter called "Tenant".

WITNESSETH:

That Landlord, for and in consideration of the terms and conditions, both general and special, hereinafter contained and made on the part of Tenant, does hereby grant to Tenant for use only by Tenant, the privileges hereinafter described on premises at Merrill C. Meigs Field, hereinafter called "Airport" in the City of Chicago, Counties of Cook and DuPage, State of Illinois.

This agreement shall consist of three parts:

Part I—General Conditions

Part II—Special Conditions numbered 1 to 6

Part III—Exhibits and Attachments

All constituting the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences, shall be implied or impressed upon such agreement that are not set forth herein at length.

## PART I—GENERAL CONDITIONS

### *Article I*

This agreement shall be subject and subordinate to:

(a) Any existing or future Federal or State statute or any existing or future lease or agreement between Landlord and the United States or the State of Illinois relative to the development, construction, operation, or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal or State funds for the development, construction, operation or maintenance of said Airport.

(b) (1) If premises situated at Chicago-O'Hare International Airport the provisions of a deed from the United States to the City of Chicago appearing as Document No. 13747964, recorded on March 22, 1946, a release executed by the United States in favor of the City of Chicago as Document No. 17260008, recorded on July 15, 1958, a deed from the United States to the City of Chicago appearing as Document No. 17966152, recorded on September 16, 1960, and a release executed by the United States in favor of the City of Chicago, as Document No. 18246321, recorded on August 14, 1961, all in the office of the Recorder of Deeds, Cook County, Illinois.

(2) If premises situated at Chicago Midway Airport the provisions of a lease authorized December 30, 1930, as amended, by and between the City of Chicago and the Board of Education of the City of Chicago, under which lease the City of Chicago holds and operates said Airport.

(3) If premises situated at Merrill C. Meigs Field the provisions of a lease authorized October 1, 1946, as amended, by and between the City of Chicago and the Chicago Park District, under which lease the City of Chicago holds and operates said Airport.

(c) Other existing agreements and leases between Landlord and the United States and any and all future releases, deeds, leases and agreements hereafter granted or entered into by and between the United States and the City of Chicago with reference to the conveyance by the United States to the City of Chicago of any real or personal property under any existing or future Federal statutes authorizing the conveyance of such property by the Federal Government to the City for airport purposes.

(d) The right of Landlord to further develop, improve, maintain, modify and repair the landing area, the Terminal Buildings and other buildings and appurtenances on the Airports, as it so sees fit, regardless of the desires or views of the Tenant and without interference or hindrance by the Tenant.

### *Article II*

The Tenant shall not, without prior approval of Landlord, assign or transfer this agreement, nor any share, part of interest therein, nor any of the rights or privileges granted hereby, nor enter into any contract requiring or permitting the doing of anything hereunder by an independent contractor unless otherwise expressly provided herein. Tenant further agrees that it shall not enter into any agreement of any nature, formal or informal, concerning other business activities at Merrill C. Meigs Field, Chicago Midway Airport, Chicago-O'Hare International Airport, with any individual, partnership or corporation without prior approval of Landlord, it being understood that the only activity that Tenant may conduct directly or indirectly, alone or through others, on, upon or from said Airports and facilities located thereon, be they demised to others or under the control of Landlord, is as authorized under the terms of this agreement.

In the event of the issuance of this right or privilege to more than one individual or other legal entity (or to any combination thereof), then and in that event, each and every obligation or undertaking hereinstated to be fulfilled or performed by the Tenant shall be the joint and several obligation of each such individual or other legal entity.

If Tenant is a corporation and if the control thereof changes at any time during the term hereof, then Landlord may, at its option, declare such change a breach of this agreement.

It is mutually understood and agreed that nothing contained in this agreement is intended, or shall be construed, as in any wise creating or establishing the relationship of copartners or joint venturers between the parties hereto or as constituting the Tenant as the agent or representative of the Landlord for any purpose or in any manner whatsoever.

### *Article III*

Tenant has examined the premises prior to, and as a condition precedent to, the execution hereof and is satisfied with the physical condition of said premises, and its taking possession thereof will be conclusive evidence of its receipt of said premises in a safe, sanitary and sightly condition and in good repair.

### *Article IV*

Tenant shall not attach, affix, or permit to be attached or affixed, upon the premises, or if so attached or affixed, relocate, replace, alter or modify, without the consent in writing in each instance of the Commissioner of Aviation (hereinafter called "Commissioner") first had and obtained, any flags, placards, signs, poles, wires, aerials, antennae, improvements or fixtures. In connection therewith Commissioner may require submission of proposed designs, floor plans, construction plans, specifications and contract documents therefor and if then approved may incorporate all or part thereof within this agreement as attachments thereto.

### *Article V*

Tenant, at the expense of Tenant, shall keep the premises in a safe, sanitary and sightly condition and good repair and shall yield the same back to Landlord upon the termination of this agreement in such condition and repair, ordinary wear and tear excepted, and if said premises shall not be so kept by Tenant, Landlord may enter the premises (without such entering causing or constituting a termination of the privilege or an interference with the possession of said premises by Tenant) and do all things necessary to restore said premises to the condition herein required, charging the cost and expense thereof to Tenant and Tenant agrees to pay Landlord, in addition to the rent and charges hereby reserved, all such costs and expenses.

### *Article VI*

Tenant covenants and agrees to keep said premises and improvements situated thereat free and clear of any and all liens in any way arising out of the use thereof by Tenant.

In addition to the rent and charges hereinafter outlined, Tenant shall pay all fees, charges, license fees and taxes of whatever nature, if necessary, as required by law or ordinance of the City of Chicago.

Tenant shall assume all risks incident to or in connection with the business to be conducted and shall be solely responsible for all accidents or injuries of whatever nature or kind to persons or property caused by its operations at said Airport and shall indemnify, defend and save harmless the Landlord, its authorized agents and representatives, from any penalties for violation of any law, ordinance or regulation affecting its operations, and from any and all claims, suits, losses, damages or injuries to persons or property of whatsoever kind or nature arising directly or indirectly out of the operation of such business, or resulting from the carelessness, negligence or improper conduct of the Landlord, Tenant, or any of their agents or employees.

Landlord shall not be liable to Tenant for damage to property of Tenant or any loss of revenues to Tenant resulting from Landlord's acts, omission or neglect in the maintenance and operation of the Airport facilities.

### *Article VII*

Tenant, at the expense of Tenant, shall keep in force, during the term of this agreement, insurance issued by responsible insurance companies, in forms, kinds and amounts as determined and directed by the Comptroller of the City of Chicago (hereinafter called "Comptroller") for the protection of Landlord and/or Tenant. Insurance requirements hereunder shall be subject to the sole determination of the Comptroller.

Said insurance may include, but need not be limited to, insurance coverages commonly known as, or similar in kind to, Public Liability, Products Liability, Property Damage, Fire and Extended Coverage, Workmen's Compensation, Scaffolding Act, and such other insurance coverage as deemed required in the sole determination of the Comptroller. All policies or endorsements thereto shall in all cases where possible name Landlord as co-insured thereunder.

Upon approval by said Comptroller of all insurance required, in the forms, kinds and amounts directed to be procured, Tenant shall deliver all policy originals or duplicate originals and endorsements thereto to the Comptroller for incorporation within this agreement as attachment thereto. In any event, Tenant is not to commence to exercise any of the rights and privileges granted under this agreement until such time as all insurance directed and required to be furnished by Tenant is in full force and effect.

Tenant expressly undertands and agrees that any insurance protection furnished by Tenant hereunder shall in no way limit its responsibility to indemnify and save harmless Landlord under the provisions of Article VI of this agreement.

### *Article VIII*

In the event the premises or the building of which the premises are a part shall be damaged or destroyed by fire or other casualty, the same may be promptly repaired or rebuilt by Landlord at its expense as soon as funds are available but Landlord shall not be obligated to repair, rebuild, restore or replace any fixtures, equipment, displays or other property installed by Tenant pursuant to this agreement.

Provided, however, that Landlord may elect, at its sole option, not to repair or reconstruct the premises or the building, of which the premises are a part, and upon written notice of such election from Landlord to Tenant the obligation of Tenant to pay rent shall cease and this agreement shall thereupon terminate.

### *Article IX*

Landlord hereby grants to Tenant the right of access and ingress to and egress from the premises by Tenant and its employees, contractors, suppliers, servicemen, sublessees, guests, patrons and invitees; provided, that such rights of access, ingress and egress, are at all times exercised in conformance with the further provisions of this agreement and any and all regulations promulgated by Landlord or the Commissioner, or other lawful authority, for the care, operation, maintenance and protection of the Airport and the public.

Operations to be conducted by the Tenant under this agreement shall be done at the sole expense of the Tenant and shall be subject to general inspection by the Landlord to insure a continuing quality of services commensurate with the standards provided for in this agreement and to such other provisions of related agreements as may be pertinent as entered into between Landlord and others governing the use of and operations at the Airport, and shall be further subject in the case of operations at Chicago-O'Hare International Airport, to the provisions of paragraph 4, Article XI of that certain agreement entitled "Airport Use Agreement" and the further provisions, including the right of cancellation of Section 6.04, Article VI of that certain agreement entitled "Lease of Terminal Facilities" and to such other provisions of said related agreements as may be pertinent as entered into between the City and the Scheduled Airlines governing use and operation of Chicago-O'Hare International Airport.

Tenant does further covenant, promise and agree that said Tenant will not employ any person or persons in or about the premises or on the Airport who shall be objectionable to the Commissioner and if such persons shall be employed by Tenant, he, she, or they, shall be removed upon request of said Commissioner.

Tenant agrees to use its best efforts in every proper manner to maintain and develop the business conducted by it under this agreement and increase same and not to divert or cause, or allow, to be diverted, any business from Airport.

### *Article X*

This agreement shall not and will not, nor shall any copy thereof, or any statement, paper or affidavit, in any way or manner referring hereto, be filed in the office of the Recorder of Deeds of Cook or DuPage Counties, Illinois, or in any other public office, by Tenant or anyone acting for Tenant and that if the same be so filed, this agreement and each and every provision hereof shall, at the option of Landlord, be and become absolutely null and void and Landlord may declare such filing a breach of this agreement.

### *Article XI*

If Tenant shall vacate or abandon the premises, or any part thereof, or permit the same to remain vacant or unoccupied, or in case of the nonpayment of the rent and charges reserved hereby, or any part thereof, or of the breach of any covenant in this agreement contained, Tenant's right to the possession of the premises thereupon shall terminate, with or without any notice or demand whatsoever, and the mere retention of possession thereafter by Tenant shall constitute a forcible detainer of said premises, and if the Landlord so elects, but not otherwise, this agreement shall thereupon terminate and upon the termination of Tenant's right of possession, as aforesaid, whether this agreement be terminated or not, Tenant agrees to surrender possession of the premises immediately, without the receipt of any demand for rent, notice to quit or demand for possession of the premises whatsoever, and Tenant hereby grants to Landlord full and free license to enter into and upon said premises, or any part thereof, to take possession thereof without process of law and to expel and remove Tenant, or any other person who may be occupying the premises, or any part thereof and Landlord may use such force in and about expelling and removing Tenant and said other person as may reasonably be necessary and Landlord may repossess itself of the said premises as of its former estate, but said entry of said premises shall not constitute a trespass or forcible entry or detainer, nor shall it cause forfeiture of charges due by virtue hereof, nor a waiver of any covenant, agreement or promise in said agreement contained, to be performed by Tenant.

Tenant hereby waives all notice of any election made by Landlord under this agreement, demand for rent, notice to quit, demand for possession, and any and all notices and demands whatsoever, of any and every nature, which may or shall be required by any statute of this State relating to forcible entry and detainer, or to Landlord and Tenant, or any other statute, or by the common law during the terms of this agreement. The acceptance of rent, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by Tenant, or the giving or making of any notice or demand, whether according to any statutory provisions or not, or any act or series of acts, except an express written waiver, shall not be construed as a waiver of Landlord's right to act without notice or demand or of any other right hereby given Landlord, or as an election not to proceed under the provisions of this agreement.

If default to be made in the payment of the rent, or other charges herein reserved, or of any installment thereof, as herein provided, Tenant does hereby irrevocably constitute any attorney of any Court of Record in this State, attorney for it and in its name, from time to time, to waive the issuance of process and service thereof, to waive trial by jury, to confess judgment in favor of Landlord and against Tenant for the amount of rent which may be then due, by virtue of the terms hereof, or of any extensions or renewals hereof, or by virtue of any holdover after the termination hereof, and which may be in default, as aforesaid, together with the costs of such proceedings and for said purposes to file in said cause his cognovit thereof, and to make an agreement in said cognovit, or elsewhere, waiving and releasing all errors which may intervene in any such proceeding and waiving and releasing all right of appeal and right to writ of error, and consenting to an immediate execution upon such judgment, and Tenant hereby confirms all that said attorney may lawfully do by virtue hereof. Landlord shall have a first lien on Tenant's interest hereunder, and on Tenant's property now or hereafter located in said premises, or elsewhere, to secure the payment of all monies due hereunder, which lien may be foreclosed in equity and in case of such foreclosure proceeding, a receiver shall be appointed to take possession of said premises and property and relet the premises under order of court.

The obligation of Tenant to pay the rent reserved hereby during the balance of the term hereof, or during any extension thereof, shall not be deemed to be waived, released or terminated, nor shall the right and power to confess judgment given in the preceding paragraph hereof be deemed to be waived or terminated by the service of any five-day notice, other notice to collect, demand for possession, or notice that the tenancy hereby created will be terminated on the date therein named, the institution of any action of forcible detainer or ejectment, or any judgment for possession that may be rendered in such action, or any other act or acts resulting in the termination of Tenant's right to possession of the premises. The Landlord may collect and receive any rent due from Tenant and payment or receipts thereof shall not waive or affect any such notice, demand, suit or judgment, or in any manner whatsoever waive, affect, change, modify or alter any rights or remedies which Landlord may have by virtue hereof.

Tenant shall pay and discharge all costs, expenses and attorney's fees which shall be incurred and expended by Landlord in enforcing the covenants and agreements of this agreement, whether by the institution of litigation or in the taking advice of counsel, or otherwise.

The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

### *Article XII*

Tenant shall observe and comply with all laws, ordinance, rules and regulations of the United States Government, State of Illinois, Counties of Cook and DuPage, City of Chicago and all agencies thereof which may be applicable to its operations or to the operation, management, maintenance or administration of the Airport, now in effect or hereafter promulgated.

### *Article XIII*

Tenant, upon performing the covenants, conditions and agreements herein contained, shall and may peacefully have, hold and enjoy the premises and privileges hereinafter granted.

### *Article XIV*

Landlord may furnish security service, heat, sanitary facilities and utilities as designated at outlets and at points as shown on attachment hereto. Tenant shall pay any and all charges and costs therefor whether or not metered or billed directly from Landlord upon estimates of such costs made solely by Landlord.

### *Article XV*

To insure faithful performance of the covenants, conditions and agreements herein contained, Tenant, at the expense of Tenant shall, before exercising any rights or privileges accorded hereunder, furnish a bond in form, kind and amount as determined and directed solely by the Comptroller for incorporation within this agreement as attachment thereto.

### *Article XVI*

Tenant agrees that in performing under this agreement it shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, age, or national origin, nor otherwise commit an unfair employment practice. Tenant further agrees that this article will be incorporated by Tenant in all contracts entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this agreement. Attention is called to Executive Order 11246 issued September 24, 1965, 3 CFR p. 567, 1966; The Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241 et sub.; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 1967, CH.

38, Secs. 13-1 to 13-4 inclusive; July 8, 1933, Ill. Rev. Stat. 1967, CH. 29, Secs. 17 to 24 inclusive; July 21, 1961, Ill. Rev. Stat. 1967, CH. 48, Secs. 851 to 866 inclusive, and July 26, 1967, Ill. Rev. Stat. 1967, CH. 48, Secs. 881 to 887 inclusive, and an ordinance passed by the City Council of the City of Chicago, August 21, 1945, page 3877 of the Journal of the Proceedings.

To demonstrate compliance the Tenant and his contractors and subcontractors will furnish such reports and information as requested by the Chicago Commission on Human Relations.

### *Article XVII*

**Tenant shall pay, or cause to be paid, wages not less than those determined to be prevailing in this locality pursuant to the provisions of 29 CFR, Parts 4 and 5, as amended, or as may otherwise have been determined to be prevailing in this locality pursuant to the provisions of Ch. 48, Secs. 39s-1 to 39s-12 inclusive, Ill. Rev. Stat. 1967, whichever is pertinent.**

### *Article XVIII*

This agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Illinois.

### *Article XIX*

Notices to the Landlord provided for herein may be sent by registered mail, postage prepaid, addressed to the Commissioner of Aviation of the City of Chicago, City Hall, Chicago, Illinois, 60602, and notices to Tenant provided for herein may be sent by registered mail, postage prepaid, addressed to Tenant at ........................................................... or in either case to such other respective parties and addresses as the parties hereto may designate in writing from time to time and such notices shall be deemed to have been given when so sent.

Execution of this Agreement authorized by ordinance of the City Council of the City of Chicago passed .................................................................. (C.J.P. ............................................).

## PART II—SPECIAL CONDITIONS

1. *Premises*

Landlord grants to Tenant the right to install coin-operated toilet locks, with hinges and related equipment, on toilet partition doors as designated by the Commissioner of Aviation, on the premises at Merrill C. Meigs Field. It is agreed that the Commissioner of Aviation may, from time to time, during the term of this Agreement, by written notice, require the relocation, the reduction or increase in number, or the removal of any or all locks.

2. *Purpose*

Tenant on a non-exclusive basis shall provide, maintain, and operate, except for collection of monies therefrom which shall be the responsibility of Landlord, coin-operated toilet locks with hinges and related equipment, at designated locations, for the airline passengers and others utilizing any and all of the passenger terminals presently or in the future located at Merrill C. Meigs Field.

3. *Term*

The term of this Agreement shall begin on the ........................ day of .............................., 1968, the date of approval of authorizing ordinance by the City Council, and terminate on the 31st day of December, 1974, unless otherwise terminated as herein provided.

4. *Operations*

Service charge to operate said locks shall not be in excess of prices charged for similar services at airports generally in the United States, and any change therein shall be approved in writing by the Commissioner of Aviation.

Locks installed shall be of the most recent workable Nik-O-Lok design, including a coin metering device and a spurious coin or slug rejector.

Tenant shall maintain said locks throughout the term of this Agreement at its own expense, and shall furnish prompt and efficient service in so doing.

Tenant shall furnish Landlord with all keys necessary for the operation of said equipment.

5. *Rental*

Tenant and Landlord agree that City shall hire and pay an independent contractor to collect the revenue from said locks who shall remit same to the Department of Aviation by check payable to the City Comptroller. The City Comptroller shall then send a remittance to Tenant for its portion of the gross receipts by the 15th day of each month for the preceding calendar month.

Tenant and Landlord agree to divide the gross monthly receipts of said coin locks in accordance with the following schedule:

| *For that part of gross monthly receipts which averages the following:* | *To Landlord* | *To Tenant* |
|---|---|---|
| $0.00 per lock through $4.00 per lock | 50% | 50% |
| $4.01 per lock through $8.00 per lock | 85% | 15% |
| $8.01 per lock and over | 95% | 5% |

All permit or license fees and taxes required or imposed by law on the locks shall be paid by Tenant, provided, however, that any sales or retailers occupational tax levied on the receipts from said locks shall be deducted from gross receipts before division between the parties hereto.

6. *Records*

Tenant shall:

(a) Maintain, in accordance with accepted accounting practice, during the term of this Agreement and for one (1) year after the termination and expiration thereof, and for a further period extended until the City Comptroller shall give written consent to the disposal thereof, records and books of account recording all transactions at, through, or in any way connected with the operation of its concession at Airport, including changes in numbers of locks. Upon request from City Comptroller, such books of account and records shall be made available to the City Comptroller at a convenient location within the City of Chicago, Illinois.

(b) Permit in ordinary business hours during the term of this Agreement, and for any period thereafter during which such records shall be maintained in accordance with Subparagraph 6(a) hereof, the examination and audit by the officers, employees, and representatives of Landlord of such records and books of account.

In Witness Whereof, the parties hereto have caused this instrument to be executed under their respective seals on the day and year first above written.

[Signature forms omitted]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Chicago Midway Airport*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Aviation and the City Comptroller, subject to approval as to form and legality of the Corporation Counsel, are authorized to execute in behalf of the City of Chicago an agreement with Nik-O-Lok Company, at Chicago Midway Airport, said agreement to be in substantially the following form:

This Agreement made this ............ day of ...................... A.D. ....., between the City of Chicago, a municipal corporation of the State of Illinois, hereinafter called "Landlord" and Nik-O-Lok Company, a corporation organized and existing by virtue of the laws of the State of Indiana, hereinafter called "Tenant".

WITNESSETH:

That Landlord, for and in consideration of the terms and conditions, both general and special, hereinafter contained and made on the part of Tenant, does hereby grant to Tenant for use only by Tenant, the privileges hereinafter described on premises at Chicago Midway Airport, hereinafter called "Airport", in the City of Chicago, Counties of Cook and DuPage, State of Illinois.

This agreement shall consist of three parts:

Part I —General Conditions

Part II —Special Conditions
numbered 1 to 6

Part III—Exhibits and Attachments

All constituting the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences, shall be implied or impressed upon such agreements that are not set forth herein at length.

*["Part I—General Conditions" contained in this ordinance are identical with "Part I—General Conditions" printed on pages 5050-5054 of this Council Journal]*

### PART II—SPECIAL CONDITIONS

1. *Premises*

Landlord grants to Tenant the right to install coin-operated toilet locks, with hinges and related equipment, on toilet partition doors as designated by the Commissioner of Aviation, on the premises at Chicago Midway Airport. It is agreed that the Commissioner of Aviation may, from time to time, during the term of this Agreement, by written notice, require the relocation, the reduction or increase in number, or the removal of any or all locks.

2. *Purpose*

Tenant on a non-exclusive basis shall provide, maintain, and operate, except for collection of monies therefrom which shall be the responsibility of Landlord, coin-operated toilet locks with hinges and related equipment, at designated locations, for the airline passengers and others utilizing any and all of the passenger terminals presently or in the future located at Chicago Midway Airport.

3. *Term*

The term of this Agreement shall begin on the ....... day of ................., 1968, the date of approval of authorizing ordinance by the City Council, and terminate on the 31st day of December, 1974, unless otherwise terminated as herein provided.

4. *Operations*

Service charge to operate said locks shall not be in excess of prices charged for similar services at airports generally in the United States, and any change therein shall be approved in writing by the Commissioner of Aviation.

Locks installed shall be of the most recent workable Nik-O-Lok design, including a coin metering device and a spurious coin or slug rejector.

Tenant shall maintain said locks throughout the term of this Agreement at its own expense, and shall furnish prompt and efficient service in so doing.

Tenant shall furnish Landlord with all keys necessary for the operation of said equipment.

5. *Rental*

Tenant and Landlord agree that City shall hire and pay an independent contractor to collect the revenue from said locks who shall remit same to the Department of Aviation by check payable to the City Comptroller. The City Comptroller shall then send a remittance to Tenant for its portion of the gross receipts by the 15th day of each month for the preceding calendar month.

Tenant and Landlord agree to divide the gross monthly receipts of said coin locks in accordance with the following schedule:

| *For that part of gross monthly receipts which averages the following:* | *To Landlord* | *To Tenant* |
|---|---|---|
| $0.00 per lock through $4.00 per lock | 50% | 50% |
| $4.01 per lock through $8.00 per lock | 85% | 15% |
| $8.01 per lock and over | 95% | 5% |

All permit or license fees and taxes required or imposed by law on the locks shall be paid by Tenant, provided, however, that any sale or retailers occupational tax levied on the receipts from said locks shall be deducted from gross receipts before division between the parties hereto.

6. *Records*

Tenant shall:

(a) Maintain, in accordance with accepted accounting practice, during the term of this Agreement and for one (1) year after the termination and expiration thereof, and for a further period extending until the City Comptroller shall give written consent to the disposal thereof, records and books of account recording all transactions at, through, or in any way connected with the operation of its concession at Airport, including changes in numbers of locks. Upon request from City Comptroller, such books of account and records shall be made available to the City Comptroller at a convenient location within the City of Chicago, Illinois.

(b) Permit in ordinary business hours during the term of this Agreement, and for any period thereafter during which such records shall be maintained in accordance with Subparagraph 6(a) hereof, the examination and audit by the officers, employees, and representatives of Landlord of such records and books of account.

In Witness Whereof, the parties hereto have caused this instrument to be executed under their respective seals on the day and year first above written.

[Signature forms omitted]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

*Chicago-O'Hare International Airport*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Aviation and the City Comptroller, subject to approval as to form and legality of the Corporation Counsel, are authorized to execute in behalf of the City of Chicago an agreement with Nik-O-Lok Company, at Chicago-O'Hare International Airport, said agreement to be in substantially the following form:

This Agreement made this ............. day of ......................, A.D. ....., between the City of Chicago, a municipal corporation of the State of Illinois, hereinafter called "Landlord" and Nik-O-Lok Company, a corporation organized and existing by virtue of the laws of the State of Indiana, hereinafter called "Tenant".

WITNESSETH:

That Landlord, for and in consideration of the terms and conditions, both general and special, hereinafter contained and made on the part of Tenant, does hereby grant to Tenant for use only by Tenant, the privileges hereinafter described on premises at Chicago-O'Hare International Airport, hereinafter called "Airport", in the City of Chicago, Counties of Cook and DuPage, State of Illinois.

This agreement shall consist of three parts:

Part I —General Conditions

Part II —Special Conditions numbered 1 to 6

Part III—Exhibits and Attachments

All constituting the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences, shall be implied or impressed upon such agreement that are not set forth herein at length.

*["Part I—General Conditions" contained in this ordinance are identical with "Part I—General Conditions" printed on pages 5050-5054 of this Council Journal]*

PART II—SPECIAL CONDITIONS

1. *Premises*

Landlord grants to Tenant the right to install coin-operated toilet locks, with hinges and related equipment, on toilet partition doors as designated by the Commissioner of Aviation, on the premises at Chicago-O'Hare International Airport. It is agreed that the Commissioner of Aviation may, from time to time, during the term of this Agreement, by written notice, require the relocation, the reduction or increase in number, or the removal of any or all locks.

2. *Purpose*

Tenant on a non-exclusive basis shall provide, maintain, and operate, except for collection of monies therefrom which shall be the responsibility of Landlord, coin-operated toilet locks with hinges and related equipment, at designated locations, for the airline passengers and others utilizing any and all of the passenger terminals presently or in the future located at Chicago-O'Hare International Airport.

3. *Term*

The term of this Agreement shall begin on the ...... day of .................., 1968, the date of approval of authorizing ordinance by the City Council, and terminate on the 31st day of December, 1974, unless otherwise terminated as herein provided.

4. *Operations*

Service charge to operate said locks shall not be in excess of prices charged for similar services at airports generally in the United States, and any change therein shall be approved in writing by the Commissioner of Aviation.

Locks installed shall be of the most recent workable Nik-O-Lok design, including a coin metering device and a spurious coin or slug rejector.

Tenant shall maintain said locks throughout the term of this Agreement at its own expense, and shall furnish prompt and efficient service in so doing.

Tenant shall furnish Landlord with all keys necessary for the operation of said equipment.

5. *Rental*

Tenant and Landlord agree that City shall hire and pay an independent contractor to collect the revenue from said locks who shall remit same to the Department of Aviation by check payable to the City Comptroller. The City Comptroller shall then send a remittance to Tenant for its portion of the gross receipts by the 15th day of each month for the preceding calendar month.

Tenant and Landlord agree to divide the gross monthly receipts of said coin locks in accordance with the following schedule:

| *For that part of gross monthly receipts which averages the following:* | *To Landlord* | *To Tenant* |
|---|---|---|
| $0.00 per lock through $4.00 per lock | 50% | 50% |
| $4.01 per lock through $8.00 per lock | 85% | 15% |
| $8.01 per lock and over | 95% | 5% |

All permit or license fees and taxes required or imposed by law on the locks shall be paid by Tenant, provided, however, that any sales or retailers occupational tax levied on the receipts from said locks shall be deducted from gross receipts before division between the parties hereto.

6. *Records*

Tenant shall:

(a) Maintain, in accordance with accepted accounting practice, during the term of this Agreement and for one (1) year after the termination and expiration thereof, and for a further period extending until the City Comptroller shall give written consent to the disposal thereof, records and books of account recording all transactions at, through, or in any way connected with the operation of its concession at Airport, including changes in numbers of locks. Upon request from City Comptroller, such books of account and records shall be made available to the City Comptroller at a convenient location within the City of Chicago, Illinois.

(b) Permit in ordinary business hours during the term of this Agreement, and for any period thereafter during which such records shall be maintained in accordance with Subparagraph 6(a) hereof, the examination and audit by the officers, employees, and representatives of Landlord of such records and books of account.

In Witness Whereof, the parties hereto have caused this instrument to be executed under their respective seals on the day and year first above written.

[Signature forms omitted]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### General Assembly Memorialized to Approve or Disapprove Sundry Bills Affecting City of Chicago.

On motion of Alderman Fifielski the City Council took up for consideration the report of the Committee on Federal and State Legislation deferred and published on April 25, 1969, pages 5435-5436.

Alderman Fifielski moved to Concur in the committee's recommendations to *Approve* House Bills 241, 410, 411, 412, 413 and 461. The motion *Prevailed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, McCutcheon, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—45.

*Nays*—None.

Alderman Fifielski next moved to Concur in the committee's recommendations to *Disapprove* Senate Bills 326, 770, 790 and House Bill 1406. The motion *Prevailed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, McCutcheon, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—45.

*Nays*—None.

Alderman Fifielski then moved to *Re-refer* Senate Bills 692, 693 and 694 to the Committee on Federal and State Legislation. The motion to Re-refer *Prevailed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, McCutcheon, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—45.

*Nays*—None.

Alderman Fifielski next moved to Concur in the committee's recommendations to *Disapprove* House Bills 1397, 1430 and 1487. The motion *Prevailed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Fifielski, Kerwin, Wigoda, Sperling—39.

*Nays*—Aldermen Despres, Scholl, McCutcheon, Hoellen—4.

### New Regulations Prescribed Governing Parades, Public Assemblies, Etc.

On motion of Alderman McMahon the City Council took up for consideration the report of the Committee on Police, Fire, Civil Service, Schools and Municipal Institutions deferred and published on April 25, 1969, pages 5445-5447, recommending that the City Council pass a proposed ordinance as amended (transmitted therewith) to amend Section 36-31 of the Municipal Code of Chicago to prescribe new regulations governing parades, public assemblies, etc.

Alderman McMahon moved to Concur in the committee's recommendation and pass the said proposed ordinance as amended.

Alderman Despres then presented the following amendment:

> Amend the ordinance by adding thereto the following words at the end of paragraph "f".
>
> > "The appeal to the Mayor shall be in writing. In the event that the Mayor fails to act within two days after the date upon which the appeal was filed, said application for a permit shall be deemed approved and the permit deemed granted in conformance with the application."

Alderman Buchanan moved to *Lay the Amendment on the Table.* The motion to Lay on the Table *Prevailed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Metcalfe, Holman, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, Fifielski, Kerwin, Wigoda—36.

*Nays*—Aldermen Hubbard, Despres, Rayner, Bohling, Cousins, McCutcheon, Singer, Hoellen, Sperling—9.

Alderman Despres then presented a second amendment:

> Amend the ordinance by striking the following words appearing in "e" (1):
>
> > "The activity will not create an imminent danger of a substantial breach of the peace, riot or similar disorder;"

Alderman Burke moved to *Lay the Amendment on the Table.* The motion to Lay on the Table *Prevailed.*

Alderman Despres then presented a third amendment:

> Amend the ordinance by striking the following words appearing under "e" (2):
>
> > "The proposed activity as scheduled will not substantially or unnecessarily interfere with traffic in the area contiguous to the route;"
>
> and substitute:
>
> > "The convenience of the public in the use of the streets will not be unduly disturbed by the proposed activity, and the disapproval will not unwarrantably abridge the right of assembly and the opportunities for the communication of thought and the discussion of public questions immemorially associated with resort to public places."

Alderman Frost moved to *Lay the Amendment on the Table*. The motion to Lay on the Table *Prevailed.*

The main question thereupon being put, on the passage of the pending proposed ordinance as amended, the motion *Prevailed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Metcalfe, Holman, Bohling, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, McCutcheon, Fifielski, Kerwin, Hoellen, Wigoda, Sperling—39.

*Nays*—Aldermen Hubbard, Despres, Rayner, Cousins—4.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The Municipal Code of Chicago is amended in Section 36-31 thereof by striking the entire section as it presently exists and substituting in lieu thereof the following new Section 36-31:

36-31 a. No parade, public assembly or similar activity is permitted on any street of the City of Chicago unless a permit allowing such activity has been obtained from the Department of Streets and Sanitation.

b. A person, partnership, voluntary associations, or other organization seeking to obtain a parade or public assembly permit shall file an application with the Commissioner of Streets and Sanitation not more than one year and not less than seven (7) days before the date for which the parade, public assembly or similar activity is proposed.

c. The application for a parade or public assembly permit shall contain the following information:

(1) The name, address and phone number of the person signing the application;

(2) The name, address and phone number of the authorized and responsible leaders of the organization conducting the parade or public assembly;

(3) The date of the proposed parade or public assembly and the hours that it will commence and terminate;

(4) The location of the assembly area and the time when the parade will begin to assemble;

(5) The approximate numbers of persons to participate in the parade or public assembly;

(6) The route along which the parade will proceed, and the lanes of traffic it will occupy.

d. The Commissioner of Streets and Sanitation, where good and compelling causes are shown therefore, may consider any application hereunder which is filed less than seven (7) days before the date such parade is proposed to be conducted.

e. The Commissioner of Streets and Sanitation shall investigate the facts set out in the application and shall issue a permit when he finds that:

(1) The activity will not create an imminent danger of a substantial breach of the peace, riot or similar disorder;

(2) The proposed activity as scheduled in the application will not substantially or unnecessarily interfere with traffic in the area contiguous to the route;

(3) There are available at the time of the parade a sufficient number of peace officers to police and protect lawful participants in the activity; and

(4) The event is not being conducted for an unlawful purpose.

f. The Commissioner of Streets and Sanitation shall act upon the application for a parade or public assembly permit within two (2) days after the filing thereof. If the Commissioner of Streets and Sanitation disapproves the application, he shall mail to the applicant within two (2) days after the date upon which the application was filed, a notice of his action, stating the facts and conclusions which are the basis for his denial of the permit. Any applicant who believes that his application is wrongfully disapproved may appeal to the Mayor the propriety of said action. Upon the filing of such appeal, the Mayor shall cause a hearing to be held and based upon the evidence contained in the record of such hearing, either affirm or reverse the decision of the Commissioner of Streets and Sanitation. The action of the Mayor shall be subject to Judicial Review in accordance with the provisions of the Administrative Review Act. In the event that the Commissioner of Streets and Sanitation fails to act within two (2) days after the date upon which the application was filed, said application for a permit shall be deemed approved and the permit deemed granted in conformance with the application.

g. The Commissioner of Streets and Sanitation in denying an application for a parade or public assembly permit, shall be empowered to authorize the conduct of a parade or public assembly on a date, at a time, at a location or over a route different from that named by the applicant. An applicant desiring to accept an alternate parade or public assembly permit shall, within two (2) days after notice of the action by the Commissioner of Streets and Sanitation, file a written notice of acceptance with the Commissioner of Streets and Sanitation. An alternate parade or public assembly permit shall conform to the requirements of and shall have the effect of a parade or public assembly permit.

h. Immediately upon the issuance of a parade or public assembly permit, the Commissioner of Streets and Sanitation shall send a copy thereof to the following:
   (1) The Office of the Mayor
   (2) The Department of Police
   (3) The Department of Fire
   (4) The Department of Law
   (5) The Chicago Transit Authority
   (6) The Chicago Park District.

i. Any person who knowingly interferes with any other person or organization lawfully conducting a parade or public assembly or any person violating any of the provisions of this ordinance shall be fined not less than $5.00 nor more than $500.00.

SECTION 2. This ordinance shall become effective upon passage and due publication.

# MISCELLANEOUS BUSINESS.

### *Ruled Out of Order*—MOTIONS TO CORRECT AND TO RECONSIDER VOTE IN SPECIFIED COUNCIL JOURNALS.

Alderman Simon moved to Correct the Journal of the Proceedings of the City Council of April 17, 1969 to change his vote concerning certain House and Senate Bills. The Chair ruled that since the Journal had already been approved, the motion was therefore out of order.

Alderman Simon next moved to Reconsider the vote by which the Journal of April 25, 1969 was approved. Alderman Keane raised a point of order that since Alderman Simon was not present at the time the Journal was approved, he was therefore ineligible to make the aforesaid motion. The Chair ruled the point of order *Well-Taken.*

Alderman Singer thereupon moved to Reconsider the vote by which the Journal of April 25, 1969, was approved. The motion was *Lost.*

### Presence of Visitors Noted.

Honorable Ralph H. Metcalfe called the Council's attention to the presence at the meeting of Honorable Alan Rothie, Consul General of Great Britain; Dr. Susan Butt, Professor of Psychology at the University of British Columbia, Vancouver, Canada; and the following students:

15 students from St. Luke's School in River Forest, Illinois, accompanied by Mrs. Mayer;

50 students from Grades 5 through 8 of St. Peter's Lutheran School (6th Ward), accompanied by Miss Julia Foard;

16 students, seniors — Library Club, from Kelly High School (12th Ward), accompanied by Miss B. Bondrak;

25 students from Grade 6 of Parker School (43rd Ward), accompanied by Mary Beth Berkoff.

The visitors were warmly applauded and were invited to attend future meetings.

### Presentation of Distinguished Public Employees.

Honorable Richard J. Daley, Mayor, presented to the City Council fifteen of the first local government employees to be cited by the National Civil Service League for meritorious service. The Mayor stated that this was the first time that the League had extended their recognition program to include the achievements of outstanding employees of state and local governments. The program included the Board of Education, Chicago City College, the Chicago Housing Authority, the Chicago Transit Authority, Cook County, The Metropolitan Sanitary District and the State agencies located in this area. Each governmental agency nominated employees for awards in five categories: Outstanding professional employee; supervisory employee; clerical employee; and public safety and general service employees. The Mayor also stated that two awards will be presented in each category and the finalists will be honored at a luncheon on June 19, 1969.

The following were the nominees chosen:

*Professional Category:*

David B. Goldberg, Chief Engineer of Sewers, Department of Water and Sewers;

Joseph T. Mildice, Director, Finance Division, Chicago Police Department;

Alexander Skrzypek, Librarian, specializing in service to the blind and physically handicapped, Chicago Public Library.

*Supervisory Category:*

James P. Mitchell, Chief Systems Engineer, Data Processing Center (represented by Louis Boness, Supervisor):

Edmund A. Brooks, Director, Compliance and Investigation Division, Chicago Commission on Human Relations;

John D. Starr, Assistant General Superintendent, Water Distribution Division, Department of Water and Sewers.

*Clerical Category:*

Mrs. Bernice A. Byrd, Secretary, Chicago Commission on Human Relations;

Mrs. Dolores O'Malley, Secretary, Department of Public Works;

Miss Verona Jung, Chief Clerk, Department of Water and Sewers.

*Public Safety Category:*

James E. Kehoe, Second Deputy Chief Fire Marshal, Fire Department;

James J. Riordan, First District Commander, Chicago Police Department;

Thomas M. Frost, Captain, Director of Youth Division, Chicago Police Department.

*General Service Category:*

Edward Brooks, Sergeant, Chicago Police Department;

Leonard Marynowski, Chief Clerk, City Comptroller;

Gus A. Harvey, Coordinator, Department of Human Resources.

Alderman Campbell moved that the City Council rise in recognition of the achievements of these employees selected as outstanding public servants. The motion *Prevailed,* and the City Council rose and warmly applauded the participants.

The Mayor, on behalf of himself and the citizens of Chicago extended warm congratulations to all the nominees, thanked them for services rendered, and wished them success in the final selection.

Honorable Richard J. Daley, Mayor, then presented to the City Council Richard Michael Hannigan, the "Boy Mayor" for the day in Chicago. Master Hannigan was warmly received and roundly applauded.

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### BIRTHDAY GREETINGS TO MAYOR, RICHARD J. DALEY.

Alderman Sperling rose to extend to Honorable Richard J. Daley, Mayor, congratulations and best wishes of all the members of the City Council upon his anniversary birthday May 15 and to extend the hope for a long and healthy future.

Alderman Keane rose to offer his felicitations to the Mayor and to his lovely wife Eleanor, as well as his fine family of seven children. He offered the hope of good health, happiness and continued productivity for the Mayor. The Council rose and heartily applauded the sentiments.

The Mayor responded in grateful thanks, stating his hope that the younger generation will do even a better job in the future, citing the adage "No one walks alone", and expressed his gratitude for his good parents and many good friends to whom he owes so much.

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### EXPLOSION AT C.T.A. CARHOUSE IN 29TH WARD.

Alderman Biggs rose to apprise the City Council of the good, efficient and speedy work of City workers assisting the poor people injured and discommoded by the recent explosive blast at the C.T.A. carhouse in the 3200 block on W. Jackson Boulevard.

The Mayor praised Alderman Biggs for the part he played in cleaning up and restoring public facilities, etc.. for the people of his Ward.

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### Time Fixed for Next Succeeding Regular Meeting.

By unanimous consent Alderman Keane thereupon presented a proposed ordinance which reads as follows:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the next succeeding regular meeting of the City Council of the City of Chicago to be held after the regular meeting held on Wednesday, the fourteenth (14th) day of May, 1969, at 10:00 A.M., be and the same is hereby fixed to be held on Wednesday, the twenty-eighth (28th) day of May, 1969, at 2:00 P.M., in the Council Chamber in the City Hall.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, McCutcheon, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—45.

*Nays*—None.

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### ADJOURNMENT.

Thereupon Alderman Krska moved that the City Council do *Adjourn.* The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Wednesday, May 28, 1969, at 2:00 P.M., in the Council Chamber in the City Hall.

John C Marcin

JOHN C. MARCIN,
*City Clerk.*

*(Published by Authority of the City Council of the City of Chicago)*

COPY

# JOURNAL *of the* PROCEEDINGS

OF THE

# CITY COUNCIL

OF THE

# CITY OF CHICAGO, ILLINOIS

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## Regular Meeting—Wednesday, May 28, 1969

**at 2:00 P.M.**

*(Council Chamber—City Hall—Chicago, Illinois)*

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## OFFICIAL RECORD.

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### Attendance at Meeting.

*Present*—Honorable Richard J. Daley, Mayor, and Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Fried, McCutcheon, Singer, Kerwin, Hoellen, Wigoda, Sperling.

*Absent*—Aldermen Krska, Janousek, McMahon, Brandt, Fifielski, O'Rourke.

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### Call to Order.

On Wednesday, May 28, 1969, at 2:00 P.M. (the day and hour appointed for the meeting) Honorable Richard J. Daley, Mayor, called the City Council to order. John C. Marcin, City Clerk, called the roll of members and it was found that there were present at that time: Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Fried, McCutcheon, Singer, Kerwin, Hoellen, Wigoda—43.

Quorum present.

On motions made by Alderman Wigoda and Alderman Gabinski, respectively, it was ordered noted in the record that Alderman Janousek was absent due to being hospitalized and Alderman McMahon was attending his son's graduation at U.S. Naval Academy, Annapolis, Maryland.

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### Invocation.

Reverend Rankin L. Shrewsbury, Pastor, Jefferson Park Congregational Church, opened the meeting with prayer.

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### JOURNAL (May 14, 1969).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on Wednesday, May 14, 1969, at 10:00 A.M., signed by him as such City Clerk.

Alderman Hines moved to *Correct* said printed Official Journal as follows:

Page 5515—left-hand column—by striking out the figure "$36.50", occurring in the twenty-second line from the top of the page and inserting in lieu thereof the figure "$38.50";

Pages 5555-5556—left-hand columns—by striking out the figures "5050-5054", occurring in the thirty-first lines from the bottom of each of the pages and inserting in lieu thereof the figures "5551-5554";

The motion to Correct *Prevailed.*

Alderman Hines moved to approve said printed Official Journal, *as corrected,* and to dispense with the reading thereof. The question being put, the motion *Prevailed.*

### JOURNAL (April 9, 1969).

Alderman Hines moved to Correct the printed Official Journal of the Proceedings of the regular meeting held on Wednesday, April 9, 1969, as follows:

> Page 5226—right-hand column—by striking out the figure "14,000" appearing in the twentieth line from the top of the page and inserting in lieu thereof the figure "1,400".

The motion to Correct *Prevailed.*

## REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

### *Referred*—PROPOSED ORDINANCE TO AUTHORIZE ACCEPTANCE OF GRANT FROM PUBLIC HEALTH SERVICE OF U.S. DEPT. OF H.E.W. TO FINANCE STUDY INTO SENSORY DEPRAVATION AND ALCOHOLIC FIELD DEPENDENCE.

Honorable Richard J. Daley, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 28, 1969.

*To the Honorable, The City Council of the City of Chicago:*

GENTLEMEN—At the request of the Executive Director of Chicago's Alcoholic Treatment Center, I transmit herewith a proposed ordinance authorizing the acceptance of a grant in the amount of $3,454 from the Public Health Service of the United States Department of Health, Education and Welfare for the purpose of financing a research study into Sensory Depravation and Alcoholic Field Dependence.

Your favorable consideration of this ordinance will be greatly appreciated.

Very truly yours,
(Signed) RICHARD J. DALEY,
*Mayor.*

### *Referred*—PROPOSED ORDINANCE TO AUTHORIZE AGREEMENT WITH WESTERN CONCESSIONS, INC. TO PROVIDE FOR CONSTRUCTION AND OPERATION OF HOTEL FACILITIES AT CHICAGO-O'HARE INTERNATIONAL AIRPORT.

Honorable Richard J. Daley, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 28, 1969.

*To the Honorable, The City Council of the City of Chicago:*

GENTLEMEN—I transmit herewith for your consideration a proposed ordinance authorizing an agreement with Western Concessions, Inc., a division of Gulf & Western Industries, Inc., which provides for the construction and operation of hotel facilities at Chicago-O'Hare International Airport.

Your favorable consideration of this proposed ordinance will be appreciated.

Very truly yours,
(Signed) RICHARD J. DALEY,
*Mayor.*

### *Referred*—PROPOSED ORDINANCE FOR ACQUISITION OF STEARNS QUARRY AS DEPOSITORY FOR RESIDUE FROM INCINERATORS, ETC.

Honorable Richard J. Daley, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 28, 1969.

*To the Honorable, The City Council of the City of Chicago:*

GENTLEMEN—At the request of the Commissioner of Streets and Sanitation, I transmit herewith for your consideration a proposed ordinance authorizing the acquisition of a site known as the Stearns Quarry to be used for depositing the residue from incinerators and other compacted inert materials.

Your approval of this ordinance is requested.

Very truly yours,
(Signed) RICHARD J. DALEY,
*Mayor.*

### *Referred*—PROPOSED ORDINANCE TO AMEND SECTION 95-13 OF MUNICIPAL CODE TO PRESCRIBE NEW REGULATIONS CONCERNING DOG OWNERS BRINGING PETS INTO FOOD ESTABLISHMENTS, ETC., AND TO PROVIDE EXEMPTION FOR BLIND PERSONS ACCOMPANIED BY GUIDE DOGS.

Honorable Richard J. Daley, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Health:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 28, 1969.

*To the Honorable, The City Council of the City of Chicago:*

GENTLEMEN—I transmit herewith for your consideration a proposed amendment to the section of the Municipal Code which prohibits the owner of a dog from permitting such dog to enter any place where foodstuffs are sold and to permit, as an exception, that a blind person who is accompanied by a dog shall not be denied the right of entry to use such facilities.

Your favorable consideration of this proposed amendment will be appreciated.

Very truly yours,
(Signed) RICHARD J. DALEY,
*Mayor.*

### *Referred*—PROPOSED ORDINANCE TO AUTHORIZE FILING OF AMENDATORY APPLICATION FOR CODE ENFORCEMENT GRANT.

Honorable Richard J. Daley, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 28, 1969.

*To the Honorable, The Members of the City Council of the City of Chicago:*

GENTLEMEN—At the request of Mr. Lewis W. Hill, Chairman of the Department of Urban Renewal, I am transmitting herewith copies of an ordinance, "Authorizing Filing of Amendatory Application for Code Enforcement Grant Pursuant to Section 117 of the Housing Act of 1949 as Amended".

Thank you for your consideration of this matter.

Very truly yours,
(Signed) RICHARD J. DALEY,
*Mayor.*

### *Referred*—PROPOSED ORDINANCE FOR AMENDMENT TO APPLICATION BY CITY FOR AMENDED GRANT FOR FINANCING AND PREPARATION OF COMMUNITY RENEWAL PROGRAM.

Honorable Richard J. Daley, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 28, 1969.

*To the Honorable, The Members of the City Council of the City of Chicago:*

GENTLEMEN—At the request of Mr. Lewis W. Hill, Commissioner of the Department of Development and Planning, I am transmitting herewith copies of an ordinance, "Filing of Amendment to Application by City for an Amended Grant under Title I of Housing Act of 1949 for Financing and Preparation of Community Renewal Program".

The ordinance authorizes the filing of an Amendment of an Application by the City for Financing the Community Renewal Program and specifically requesting an additional grant of $75,000 for the City's summer program for 1969.

Thank you for your consideration of this matter.

Very truly yours,
(Signed) RICHARD J. DALEY,
*Mayor.*

### *Referred*—PROPOSED ORDINANCES CONCERNING SPECIFIED URBAN RENEWAL PROJECTS.

Honorable Richard J. Daley, Mayor, at the request of Mr. Lewis W. Hill, Chairman of the Department of Urban Renewal, submitted communications dated May 28, 1969, transmitting proposed ordinances affecting specified Urban Renewal Projects, which were *Referred to the Committee on Planning and Housing,* as follows:

Authorizing transfer without monetary consideration to the Chicago Transit Authority of a land strip in Project 6A;

Approving determination of Department of Urban Renewal that the area known as 33rd-Michigan is slum and blighted and should be acquired for Redevelopment;

Approving the Redevelopment Plan and Feasibility of Relocation for Neighborhood Development Program Project Central-West;

Approving the Redevelopment Plan and Feasibility of Relocation for Neighborhood Development Program Project Ohio-Central;

Approving the Redevelopment Plan and Feasibility of Relocation for Project 67th-Stony Island;

To Approve Amendment No. 6 to the Urban Renewal Plan for Hyde Park-Kenwood Urban Renewal Project;

To Approve Sale of Certain Land in Urban Renewal Project Hyde Park-Kenwood.

Alderman Bohling moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the Redevelopment Plans for Projects Central-West, Ohio-Central and 67th-Stony Island.

The question being put, on the motion to Suspend the Rules, the motion was *Lost.*

### **Tribute Paid to Late John J. Kelly.**

Honorable Richard J. Daley, Mayor, on behalf of himself and the other members of the City Council presented the following proposed resolution:

WHEREAS, Almighty God, in His Infinite Wisdom, has called to his eternal reward on May 4, 1969, John J. Kelly, Assistant Comptroller in the Department of Finance of the City of Chicago; and

WHEREAS, John J. Kelly's forty-two year career in the City Comptroller's Office began May 3, 1927 as a field inspection clerk. His thorough knowledge of city finances, his dedication to public service and his cheerful spirit over the years earned for him a succession of promotions which carried him to the position of Assistant Comptroller which he held at his death; and

WHEREAS, John Kelly was Past Grand Knight of the Leo XIII Council of the Knights of Columbus, Treasurer of the Municipal Employees' Society and Credit Union and an accomplished Toastmaster known for his natural wit and pleasant disposition; and

WHEREAS, John Kelly was ever mindful of his position of public trust, dedicated to his important role in the City's financial problems, and an inspiration to all whose duties brought them in contact with his cheerful disposition; now, therefore,

*Be It Resolved,* That the Mayor and the City Council of the City of Chicago hereby express their sorrow in the passing of John J. Kelly, and extend their heartfelt sympathy to his bereaved family; and

*Be It Further Resolved,* That as a mark of respect to his memory this resolution be spread upon the permanent record of the Proceedings of the City Council of the City of Chicago and that a copy thereof be presented to the family of John J. Kelly.

Alderman Burke moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed resolution. The motion *Prevailed.*

On motion of Alderman Burke (seconded by Alderman Sheridan and Alderman Marzullo) said proposed resolution was *Adopted,* by a rising vote.

### Tribute Paid to Late Clarence Rowland.

Honorable Richard J. Daley, Mayor, on behalf of himself and the other members of the City Council presented the following proposed resolution:

WHEREAS, Almighty God has called Clarence Rowland, one of the great men of baseball, to his eternal reward at the age of 91; and

WHEREAS, Clarence Rowland's long association with the national pastime began in 1888 when, at the age of nine, he organized the Ninth Street Blues in Dubuque, Iowa—he was chosen manager, he said, because he owned the baseball; and

WHEREAS, Clarence Rowland or, as he preferred to be called, "Pants" Rowland, became a part of Chicago baseball in 1914 when Charles Comiskey made him manager of the White Sox; the combination worked, with the Sox taking third place in the league in 1915, second in 1916 and winning both the pennant and the World Series in 1917—the last Series won by a Chicago team; and

WHEREAS, Clarence Rowland's career included managing teams in Columbus, Ohio, and Nashville, Tennessee, and umpiring in the American League; he scouted for the Chicago Cubs from 1933 until 1941, headed the Cubs' Los Angeles team, and served as president of the Pacific Coast League; he returned to the Cubs in 1955 and held various executive positions; and

WHEREAS, Although Clarence Rowland never doubted that "the 1917 Sox were the greatest of all time," his love for baseball was revived with the opening of every new season, and the appearance of every talented new player; it was fitting, then, that the Old Timers' Baseball Association should give him its Grand Old Man of Baseball Award, in 1968; now, therefore,

*Be It Resolved,* That the Mayor and members of the City Council in meeting assembled this 28th day of May, A. D. 1969, do hereby acknowledge their sorrow and regret at the passing of Clarence "Pants" Rowland, and salute his memory for a long life lived fully and well; and

*Be It Further Resolved,* That a suitable copy of this memorial resolution be presented to the family of Clarence Rowland.

Alderman Bohling moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed resolution. The motion *Prevailed.*

On motion of Alderman Bohling said proposed resolution was *Adopted,* unanimously, by a rising vote.

## *CITY COUNCIL INFORMED AS TO MISCELLANEOUS DOCUMENTS FILED OR RECEIVED IN CITY CLERK'S OFFICE.*

John C. Marcin, City Clerk, informed the City Council that documents have been filed or received in his office, relating to the respective subjects designated, as follows:

### *Proclamations.*

Proclamations of Honorable Richard J. Daley, Mayor, designating times for special observances as follows:

"Greek Independence Day In Chicago": May 24, 1969;
"Mahatma Gandhi Day In Chicago": October 2, 1969;
"American Sokol Slet Days In Chicago": June 26 through June 29, 1969;
"National Maritime Day In Chicago": May 22, 1969;
"G. I. Forum Day In Chicago": July 5, 1969;
"Swedish Flag Day In Chicago": June 8, 1969;
"Women Lawyers Centennial": June 5, 1969;
"Radio-TV Home Electronic Service Days In Chicago": August 15-17, 1969.

### *State Approval of Ordinance for Bridge Maintenance, Etc., on Arterial Streets and State Highways.*

Also a communication from G. T. March, District Engineer, dated May 15, 1969, announcing that the Department of Public Works and Buildings of the State of Illinois has approved the ordinance passed by the City Council on April 25, 1969, appropriating Motor Fuel Tax Funds for the maintenance, repairs and painting of the existing bridges, viaducts and appurtenances on Arterial Streets and State Highways, Bridge Maintenance 1969.

### *Duplicate Payrolls.*

Also duplicate payrolls for the period ended on April 30, 1969, received from Otto H. Loser, City Comptroller, as follows:

Police Department Payrolls 1180, 1180H, 1186 and 1187;
Fire Department Payrolls 1230, 1230H and 1235;
Miscellaneous Payrolls.

### *Oaths of Office.*

Also oaths of office of the following:

*Chicago Commission on Human Relations*

Peter Fitzpatrick as Chairman and Member; filed on May 26, 1969;

Robert C. McNamara as Member; filed on May 26, 1969;

William R. Ming as Member; filed on May 26, 1969;

Dr. Marshall L. Scott as Member; filed on May 26, 1969;

Henry P. Wilson as Member; filed on May 26, 1969.

*Chicago Park District*

William A. Lee as Commissioner; filed on May 26, 1969.

## *CITY COUNCIL INFORMED AS TO PUBLICATION OF ORDINANCES.*

The City Clerk informed the City Council that all those ordinances which were passed by the City Council on May 14, 1969, and which were required by statute to be published in book or pamphlet form or in one or more newspapers, were published in pamphlet form on May 27, 1969 by being printed in full text in printed pamphlet copies of the Journal of the Proceedings of the City Council of the regular meeting held on May 14, 1969 [published by authority of the City Council in accordance with the provisions of Section 5-5 of the Municipal Code of Chicago, as passed on December 22, 1947], which printed pamphlet copies were delivered to the City Clerk on May 27, 1969.

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## *MISCELLANEOUS COMMUNICATIONS, REPORTS, ETC. REQUIRING COUNCIL ACTION (TRANSMITTED TO CITY COUNCIL BY CITY CLERK).*

The City Clerk transmitted communications, reports, etc., relating to the respective subjects listed below, which were acted upon by the City Council in each case in the manner noted, as follows:

### *Financial Statements of Chicago-O'Hare International Airport.*

An audited financial statement of Chicago-O'Hare International Airport as of December 31, 1968, prepared by Ernst and Ernst, Certified Public Accountants, together with a copy of the City Comptroller's report on airport operations for the year ended December 31, 1968.—*Placed on File.*

### *Report of Financial Statements of Chicago Parking Facilities.*

Also financial statements of the Chicago Parking Facilities for the year ended December 31, 1968, submitted by Otto H. Loser, City Comptroller.—*Placed on File.*

### *Annual Report of Public Vehicle License Commission.*

Also the report of the Public Vehicle License Commission submitted by James Y. Carter, Commissioner, for the fiscal year ended December 31, 1968.—*Placed on File.*

### *Court Decisions.*

Also communications from the Law Department addressed to the City Council, signed by RocLyne E. LaPorte, Howard C. Goldman and Stuart Sikevitz, Assistants Corporation Counsel and Marvin E. Aspen, Head of Appeals and Review Division, transmitting the following decisions, which were *Placed on File:*

*Victor Manufacturing Co., Plaintiff-Appellee vs City of Chicago, Defendant-Appellant.* The Circuit Court entered judgment for the plaintiff which permitted the construction of employee parking lots in an R-3 zoning classification. Because the plaintiff-appellee had not filed an appearance or brief the Appellate Court reversed the judgment of the lower Court on this basis alone without further explanation of the merits of the appeal.

*City of Chicago, Plaintiff-Appellee vs John A. Hutter, Jr., Clara N. Hutter, his wife and Marion Coy, Defendants-Appellants, Appellate Court No. 53386.* Appeal from judgment of Circuit Court ordering defendants to vacate any two of three apartments on fourth floor of their building because of violations of fire and safety regulations of the Municipal Code of Chicago. The Court declared the safety for egress from the three fourth floor apartments is clearly obstructed from direct opening on a common corridor and therefore the judgment order of the Circuit Court is hereby affirmed.

*People of the State of Illinois, ex rel. American National Bank and Trust Company of Chicago, as Trustee under Trust No. 23679, Plaintiff-Appellant. vs Sidney D. Smith, Commissioner of Buildings of the City of Chicago, Defendant-Appellee, Appellate Court No. 53129.* This was a petition for a writ of mandamus to compel the City of Chicago to rescind a stop-order against plaintiff's building permit. The Circuit Court entered judgment in favor of City. The Appellate Court affirmed holding that the City was not stopped because the plaintiff had full knowledge that its proposed structure was in violation of a prior Court order at the time of submission of plans to the City Building Department.

### *Zoning Reclassifications of Particular Areas.*

Also applications (in triplicate) of the persons named below, together with proposed ordinances, for amendment of the Chicago Zoning Ordinance as amended, for the purpose of reclassifying particular areas, which were *Referred to the Committee on Buildings and Zoning,* as follows:

Edward Gabriel—to classify as a B4-2 Restricted Service District instead of a B4-1 Restricted Service District the area shown on Map No. 12-L bounded by

the alley next north of and parallel to S. Archer Avenue; S. Latrobe Avenue; S. Archer Avenue; and S. Lockwood Avenue;

Don R. Gunderson—to classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map No. 9-L bounded by

W. Byron Street; a line 150 feet east of N. Lamon Avenue; the alley next south of and parallel to W. Byron Street; and N. Lamon Avenue;

John A. Kronon, John A. Kronon, Jr., Ronald T. Kronon—to classify as a C2-1 General Commercial District instead of a C1-1 Restricted Commercial District the area shown on Map No. 11-S bounded by

W. Wilson Avenue; the alley next east of and parallel to N. Pulaski Road; W. Sunnyside Avenue; and N. Pulaski Road;

Lincoln Park Ritz Garage, Inc.—to classify as a B4-4 Restricted Service District instead of an R7 General Residence District the area shown on Map No. 7-F bounded by

W. Arlington Place; a line 125 feet east of N. Clark Street; a line 99 feet 10 inches south of W. Arlington Place; and a line 50 feet east of N. Clark Street;

Joseph P. Lorefice—to classify as a B4-2 Restricted Service District instead of a C1-1 Restricted Commercial District the area shown on Map No. 12-M bounded by

the alley next north of and parallel to W. 63rd Street; S. Major Avenue; W. 63rd Street; and S. Massasoit Avenue;

George Pejkovich—to classify as a B4-2 Restricted Service District instead of an R3 General Residence District the area shown on Map No. 26-A bounded by

the alley next south of and parallel to E. 106th Street; the alley next east of and parallel to S. Ewing Avenue; a line 100 feet south of the alley next south of and parallel to E. 106th Street; and S. Ewing Avenue;

The Server Company—to classify as a B4-5 Restricted Service District instead of a B3-4 General Retail District and a B4-4 Restricted Service District the area shown on Map No. 9-G bounded by

W. Sheridan Road; N. Broadway; a line 142 feet north of W. Grace Street; a line 266 feet west of N. Broadway; a line 200 feet north of W. Grace Street; the west line of the alley next east of and parallel to N. Fremont Street; a line 128 feet south of W. Sheridan Road; and a line 229 feet east of N. Fremont Street;

Samuel Vanchieri—to classify as a B4-1 Restricted Service District instead of an R3 General Residence District the area shown on Map No. 12-K bounded by

W. 47th Street; a line 75 feet east of S. Tripp Avenue; the alley next south of and parallel to W. 47th Street; and S. Tripp Avenue.

### *Claims against City of Chicago.*

Also claims against the City of Chicago, which were *Referred to the Committee on Finance,* filed by the following:

Aetna Life & Casualty and Dwight B. Mezo, Marlene Agretti, Allstate Insurance and George Mallen, Morris J. Aronow, Ignatius Bonoma, Arland L. Borgeson, Stanley W. Boruch, Theodore Brown, Frank Burgio, Cacine Roofing and Sheet Metal Works, Ricardo Carrera, Checker Taxi Co., Albert Ciohon, Herman S. Clay, Catherine Cortez, Clamane Edwards, Sterling Edwards, Mabel Fray, Edmond Fridenberg, Gale Fultz, Gladys Gardner, Mrs. John Gates, William P. Girard, Government Employees Insurance and Mrs. Ann Gordon, Paul Graf, Lorraine R. Greene, Patricia Hoop, Hubert Lee Johnson, Ben Jones, Jr., John L. Jones, Richard L. Jones, Harry Kanter, Luther C. Klopp, Joseph Kollecker for minor Nikki D'Amico, Jerome Konieczny, Dolores Leonard, Tom H. Lincoln, Louis Flower Shop, Mrs. Frank Luick, Howard Martin, Melkap Corporation, James McCormick, Thomas H. Nagel, Mrs. G. Nickolou, John O' Shea, Mrs. Henry Peterson, Preferred Risk Insurance and Theophill Hoffman, G. A. Rafel Co. Inc., Fred H. Remmert, Vera Retner, Patricia Ryan, Henry Sampson, Mrs. Charles Smaltz, Rubin Sosin, Estate of John P. Spoolstra, State Farm Insurance (2) Ramona and Frank Alvarez, and Robert Behnke, Arthur C. Strandberg, Frank Teichman, Alger Vartkus, Dale K. Welin, Clara Wells, Western Electric.

### *Rescinding of Certain Grants of Privileges in Public Ways.*

Also two communications from Otto H. Loser, City Comptroller, addressed to the Mayor and the City Council transmitting two proposed ordinances to repeal ordinances making grants of privileges in public ways, for the reasons stated, which were *Referred to the Committee on Local Industries, Streets and Alleys,* as follows:

Wakem and McLaughlin, Inc.: maintenance and use of loading platform in the sidewalk space adjoining the premises known as Nos. 225-241 E. Illinois Street (loading platform removed):

The Chicago Dock and Canal Trust: maintenance and use of loading platform in the sidewalk space adjoining the premises known as No. 219 E. Illinois Street (loading platform removed).

### *Petition to Disconnect Certain Territory from City of Chicago.*

Also a petition from Louis S. Kulma, received in the City Clerk's office on May 28, 1969 for presentation to the City Council; said petition purports to be signed by the owner of record of said land and requests the City Council to disconnect from the City of Chicago the territory located approximately along the boundary line between the City of Chicago and the Village of Skokie.—*Referred to the Committee on Finance.*

### *Recommendations by Commissioner of Development and Planning and Zoning Administrator Pertaining to Specified Amendments to Chicago Zoning Ordinance.*

Also a communication signed by Lewis W. Hill, Commissioner of the Department of Development and Planning under date of May 28, 1969, showing recommendations of the Commissioner and the Zoning Administrator concerning zoning amendments for which public hearings were held on Friday, May 23, 1969, in accordance with provisions of Section 11.9-4 of the Chicago Zoning Ordinance, as passed by the City Council on January 31, 1969.—*Placed on File.*

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### *Referred*—PROPOSED ORDINANCE RECOMMENDED BY BOARD OF LOCAL IMPROVEMENTS FOR *Repeal* OF CERTAIN IMPROVEMENT ORDINANCE.

The City Clerk transmitted a communication from Virgil A. Berg, Secretary of the Board of Local Improvements, addressed to him under date of May 26, 1969, and a proposed ordinance to *repeal* an ordinance passed on May 8, 1968 for the construction of a ten inch tile pipe sewer with two new concrete manholes and two new concrete catchbasins complete, and for grading and paving with eight inches of Portland Cement Concrete and otherwise improving the roadways of the alleys between W. 74th St., Chicago Western Indiana Belt Railroad property, S. Maplewood Avenue and S. Rockwell Street; also that part of the east-west alley from a line parallel with and eighteen feet east of the west line of S. Maplewood Avenue to the west line of S. Maplewood Avenue; which was *Referred to the Committee on Local Industries, Streets and Alleys.*

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### *Referred*—PROPOSED ORDINANCE RECOMMENDED BY BOARD OF LOCAL IMPROVEMENT FOR ALLEY IMPROVEMENT.

The City Clerk transmitted the following communication addressed to him under date of May 26, 1969 (signed by Virgil A. Berg, Secretary of the Board of Local Improvements), which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Local Industries, Streets and Alleys:*

"Submitted herewith is an improvement ordinance for presentation to the City Council at its next regular meeting, May 28, 1969:

"As provided in the Local Improvement Act, the

Board has held a public hearing on said improvement with reference to the extent, nature, kind, character and estimated cost thereof and recommends passage of said ordinance:

Ward 23—Grading and paving alleys between S. Archer Avenue, W. 55th Street, S. McVicker Avenue and S. Meade Avenue".

# REPORTS OF COMMITTEES.

Committee reports were submitted as indicated below. *No request under the statute was made by any two aldermen present to defer any of said reports, for final action thereon, to the next regular meeting of the Council, except where otherwise indicated.*

## COMMITTEE ON FINANCE.

### Authority Granted for Execution of Limited Agency Agreement with State of Illinois for Federal Aviation Agency Project No. 9-11-012-C919 at Chicago-O'Hare International Airport.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, to authorize execution of Limited Agency Agreement with State of Illinois for Federal Aviation Agency Project No. 9-11-012-C919 at Chicago-O'Hare International Airport.

On motion of Alderman Keane the said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Fried, McCutcheon, Singer, Kerwin, Hoellen, Wigoda—43.

*Nays*—None.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said ordinance as passed:

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Mayor, on behalf of the City of Chicago is authorized to execute and the City Clerk to attest, upon approval of the Corporation Counsel as to form and legality, an Agreement of Limited Agency between the City of Chicago and the Department of Aeronautics, State of Illinois, for Chicago-O'Hare International Airport Project No. 9-11-012-C919, said Agreement of Limited Agency to be in substantially the following form:

AGREEMENT OF LIMITED AGENCY
FEDERALLY-ASSISTED AIRPORT CONSTRUCTION

This Agreement, made and entered into by and between the Department of Aeronautics of the State of Illinois (hereinafter referred to as "Department"), for and on behalf of the State of Illinois, party of the first part, and the City of Chicago (hereinafter referred to as "Municipality"), party of the second part.

WITNESSETH:

Whereas, the Municipality has undertaken the improvement and betterment of a public air navigation facility, known as Chicago-O'Hare International Airport, and pursuant thereto has sponsored various projects under the Federal Airport Act; and

Whereas, the Municipality desires to sponsor a further project for the improvement of said Chicago-O'Hare International Airport, to be known as Project 9-11-012-C919, under the Federal Aid to Airports Program and the provisions of the Federal Airport Act and the regulations promulgated pursuant thereto; and

Whereas, the Municipality has accordingly requested Federal financial assistance in the accomplishment of Project No. 9-11-012-C919 and responsive thereto the Federal Government, through the Federal Aviation Administration, has issued to the Municipality a tentative allocation (or allocations) in the sum of nine hundred ninety-two thousand and 00/100 dollars ($992,000.00) under the Federal Aviation Administration Project designation No. 9-11-012-C919; and

Whereas, the Municipality has appropriated certain monies for the improvement of Chicago-O'Hare International Airport; and

Whereas, the Municipality has requested the Department to act as its agent in certain matters connected with said Project No. 9-11-012-C919 pursuant to statute; and

Whereas, the parties hereto by this Agreement intend (a) to fix their respective responsibilities, with reference to each other, with reference to the accomplishment of said Project No. 9-11-012-C919 and with reference to participation by the United States, and (b) to designate the parties to accept, receipt for and disburse all funds and payment of the Federal Government and of the Municipality used or to be used in payment of the costs and expenses as shall have been incurred by the parties hereto or either of them;

Now, Therefore, for and in consideration of the benefits which will accrue to the parties hereto by virtue of this Agreement and the respective covenants herein contained, it is mutually covenanted and agreed as follows:

1. The Municipality shall be the "Sponsor" of the Project above identified as Project No. 9-11-012-C919, except as set forth in paragraph 2 immediately hereafter following:
2. The Department shall contribute to the accomplishment of Project No. 9-11-012-C919 to the extent hereinafter stated, and furnish project reporting liaison with the Federal Aviation Administration.
3. As between the Municipality, the State of

Illinois and the United States, the Municipality shall be the contractual party to such construction contract or contracts as shall be entered into for the accomplishment of Project No. 9-11-012-C919 subject only to the agency provisions hereinafter set out.

4. Plans, specifications and estimates for said project have been prepared by or at the instance of the Municipality.
5. The Municipality will provide adequate, capable and qualified Illinois Licensed resident project engineer(s) and materials testing technician(s); prepare and transmit such project reports as shall be required by the Federal Aviation Administration, or the Department, including semi-final and a final inspection report on the project work (or, if more than one construction contract is involved, then on each phase of the project work which is covered by separate contract). In its final inspection report or reports shall certify to the Department that the work involved has been fully completed in accordance with the plans, specifications and contract, as the same shall have been modified or supplemented by change order, supplementary contract or otherwise, and that such work is accepted.
6. The Municipality hereby designates the Department, as its Agent, and the Department hereby accepts said designation to act as Agent for the Municipality.
   (a) To exercise such direction of the project work as its personnel will permit but limited to a determination that the project is being completed in accordance with plans and specifications, provided that neither the Department nor the State shall be held responsible or be chargeable for any damage resulting from performance or attempted performance of said project work or for any other cause or reason.
   (b) To accept, endorse and deliver to the Municipality, without recourse, all warrants issued by the United States in aid of said project pursuant to this agreement.
7. The Municipality shall be a signatory party, in its own name, stead, right and behalf, to the Project Application made or to be made to the Federal Aviation Administration; to the acceptance of such Grant Offer as shall be tendered by the United States, through the Federal Aviation Administration; to such Grant Agreement as shall be executed; and all applications for Grant Payments.
8. The estimated total cost of said project is two million, eighty-nine thousand, sixty-one and 00/100 dollars ($2,089,061.00). A Grant Offer in the amount of nine hundred ninety-two thousand, and 00/100 dollars ($992,000.00) has been received from the Federal Aviation Administration for the United States Government. Accordingly, it is estimated that the share of the Municipality in the cost of Project No. 9-11-012-C919 will be one million, ninety-seven thousand, sixty-one and 00/100 dollars ($1,097,061.00).

   However, the Municipality specifically agrees that in any event it will pay on project construction costs any amount by which the total of actual project construction costs may and shall exceed the amount of Federal Funds granted to or allowed and paid on project construction costs, as the same may be incurred by reason of contingencies, over-runs, enginnering errors, or otherwise, in order to complete the work called for by the Project Grant Agreement with the United States and the project plans and specifications as the same may, with the express consent and approval of the Municipality, be supplemented, amended, changed, or modified subject, however, and only to the budgetary limitation.
9. The Municipality shall, pursuant to Section 38.01 of the Illinois Aeronautics Act, establish and maintain accounts especially designated in which shall be deposited all funds pertaining to the project. The Municipality shall have the right to draw checks against said account, or make withdrawals therefrom, without the approval of the Department and the bank or banks in which said funds are deposited shall be under no obligation to see to the application of said funds.
10. The Airport shall be used, operated and maintained at all times by the Municipality for the use and benefit of the general public without unjust discrimination, in accordance with all applicable Federal and State laws and the rules and regulations prescribed thereunder and in accordance with the covenants and assurances of the Municipality made with and to the United States.
11. The Municipality shall file with the Department such reports concerning the matters covered by this Agreement, including the use, operation and maintenance of the Airport, as the Department may require from time to time.
12. Notices, reports or other communication required by or transmitted pursuant to this Agreement, to the Department, shall be directed to the attention of the Director of Aeronautics, Department of Aeronautics of the State of Illinois, Capital Airport, Springfield, Illinois.
13. To the extent that the Project Application or Grant Offer requires, this Agreement is made subject and subordinate to the provisions thereof.
14. This contract shall be and is deemed to be one entered into pursuant to the Illinois Aeronautics Act of the State of Illinois, and shall be construed and given effect in accordance with said Act and not otherwise.

In Witness Whereof, the parties hereto have caused this Agreement to be executed and their respective seals affixed, as of the dates respectively hereafter set forth.

[Signature forms omitted]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

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### City Comptroller Authorized to Execute Leases of Certain Properties for Municipal Purposes.

The Committee on Finance submitted a report recommending that the City Council pass seven proposed ordinances transmitted therewith, to authorize the City Comptroller to lease specified parcels of property for use of City Departments and Agencies.

On separate motions made by Alderman Keane *each* of the said proposed ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Fried, McCutcheon, Singer, Kerwin, Hoellen, Wigoda.—43.

*Nays*—None.

Said ordinances as passed read respectively as follows (the Italic heading in each case not being a part of the ordinance):

### *Chicago Committee on Urban Opportunity*
### *(Dept. of Human Resources)*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from Browne & Storch, Inc., for entire first floor in building at No. 12 E. Grand Avenue, containing approximately 4,500 square feet; such lease to be approved by the Commissioner of the Department of Human Resources, and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease attached to this ordinance printed on page 5570 of this Journal]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Board of Health*
### *(Chronic Disease Clinic)*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from The Chicago Housing Authority, for approximately 1,620 square feet of space in the Julia C. Lathrop Homes, known as Apartment No. 196 (2 bedroom-unit) located at No. 2970 N. Clybourn Avenue, and Apartment No. 198 (3 bedroom-unit) located at No. 2974 N. Clybourn Avenue; such lease to be approved by the Commissioner of the Board of Health, and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

This Indenture made this 14th day of April, 1969, between the Chicago Housing Authority, a municipal corporation, hereinafter referred to as the Lessor, and City of Chicago, hereinafter referred to as Lessee:

WITNESSETH:

Lessor does hereby lease unto Lessee the following described property, hereinafter referred to as the Premises situated in the City of Chicago, County of Cook, and State of Illinois:

> Apartment No. 196 (2 bedroom unit) located at No. 2970 N. Clybourn Avenue and Apartment No. 198 (3 bedroom unit) located at No. 2974 N. Clybourn Avenue, in Julia C. Lathrop Homes, Chicago, Illinois (1,620 sq. ft.).

To Have and to Hold the Premises for the term commencing on June 1, 1969, and expiring May 31, 1971 inclusive, at a rental of one hundred seventy and no/100 dollars ($170.00) per month, payable in advance on the first day of each month. Said rentals shall be paid at No. 55 W. Cermak Road, Chicago, Illinois, or at such other place as Lessor shall from time to time appoint.

It Is Further Expressly Understood and Agreed by the parties hereto, with reference to the tenancy created herein, as follows:

1. Lessee shall operate and maintain a clinic for treatment of chronic diseases on the Premises.

2. Lessee shall plan and operate its program at the Premises so that it will not exclude any resident of the project or the community because of race, nationality or religious convictions.

3. Lessee shall have a paid staff person present at the Premises whenever Lessee's program is in operation.

4. Lessor shall recognize the autonomy of operations of program by Lessee and shall not interfere with the general programming to be undertaken by Lessee at the Premises.

5. The needs of the community shall be given consideration in the planning of the Lessee's program at the Premises, and pursuant thereto the parties agree that joint staff meetings shall be held at reasonable intervals between representatives of the Lessor and the Lessee, to facilitate mutual cooperation and to make possible regular re-examination of the effectiveness of the Lessee's program at the Premises.

6. Lessor shall furnish and supply to the Premises the following utilities and services: heat, water, gas, and electricity.

7. Lessor shall provide maintenance of the exterior of the Premises. Lessee shall keep the interior of the Premises in a sanitary condition and shall be responsible for the abuse and destruction of property and equipment not due to ordinary wear and tear which occurs during the hours that Lessee operates its program.

8. Lessee shall not undertake any alterations or changes in the construction of the Premises, without prior written consent of Lessor.

9. Lessor, acting through its agents, representatives or employees, shall have the right to enter upon the Premises at any reasonable hours, for the purpose of making inspections.

10. Lessee shall indemnify Lessor and save it harmless from and against all liability, claims, damages and causes of action arising out of Lessee's possession, maintenance, use and operation of the Premises.

11. Lessee shall not rent, sublet or assign space in the Premises without the written consent of the Lessor.

12. This lease may be terminated at any time by either party giving the other at least sixty (60) days' prior written notice of such termination.

13. Any prior lease between the parties covering the above-described Premises is hereby terminated and cancelled.

In Witness Whereof, the parties hereto have hereunto affixed their hands on the day and year first above written.

[Signature forms omitted]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Board of Health*
### *(Garfield Park Administration Building)*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Mayor is hereby author-

(Continued on page 5571)

This Agreement, Made this day of A. D. 1969, between Browne & Storch, Inc. as Lessor, and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

**Witnesseth:** That the Lessor does hereby lease to the Lessee the following describ premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: Entire first floor in building at 12 E. Grand Avenue, containing approximately 4,500 square feet, for the Chicago Committee on Urban Opportunity, Department on Human Resources.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of June A. D. 19 69, and ending on the 15th day of September A. D. 1969. ~~Lessee has the right to terminate this lease~~ ~~and the right to renew this lease for a further period of~~ ~~on the same terms and rental, by giving to the Lessor , in either case days' written notice of its election so to do.~~

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at 201 E. Ohio Street - 60611 or at such other place as the Lessor from time to time in writing may appoint.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of One Thousand and no/100 - - - - - - - - - - - - - - - - ($1,000.00) Dollars per month, payable ~~in advance on the first day of each calendar month~~ by the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Rental -The entire rental for the three and one-half (3½) month period totalling to $3,500.00, will be paid in advance.

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at their own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

Lessor will provide janitorial service, heat and hot water.

Lessee will pay for electricity and maintain existing air-conditioning units

It is mutually agreed and understood by and between the parties hereto that the remuneration mentioned in this lease is payable solely from funds when made available by the Federal Government.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written.

[Signature forms omitted]

(Continued from page 5569)

ized to execute and the City Clerk to attest, extension of a Lease Agreement from the Chicago Park District, for use of the Garfield Park Administration Building by the Board of Health; such lease to be approved by the City Comptroller and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

This Indenture Made and entered into this 27th day of June, 1969, between the Chicago Park District, a municipal corporation organized and existing under the laws of the State of Illinois, party of the first part (hereinafter referred to as the "Lessor"), and the City of Chicago, a municipal corporation organized and existing under the laws of the State of Illinois, party of the second part (hereinafter referred to as the "Lessee");

WITNESSETH:

Whereas, By an agreement dated June 25, 1963, the Lessor leased to the Lessee certain rooms, areas, corridors and facilities on the first and second floors of the Garfield Park Administration Building located at N. Central Park Boulevard and W. Madison Street, as shown on an exhibit attached to said agreement, which agreement by its terms expires June 30, 1967 and further extended expiring June 30, 1969 by agreement dated June 27, 1967.

Whereas, The parties hereto desire to extend the term of said lease; Therefore, this agreement witnesseth:

1. The habendum clause of said agreement of June 25, 1963 is amended to read as follows:

> "To Have and To Hold the said demised premises for a term of two years beginning July 1, 1969 and ending June 30, 1971."

2. That Paragraph 8 of said agreement be amended to read as follows:

> "(8) That either of the parties hereto shall have the right and privilege of terminating this lease at any time upon giving ninety (90) days notice, in writing, to the other party of its intention so to do, and in the event this lease is so terminated then all rights and interests of the parties hereto shall thereupon cease and determine."

3. All other terms and conditions of said agreement shall remain in full force and effect.

In Witness Whereof, the Chicago Park District has caused these presents to be executed in its name by its President and its corporate seal to be hereunto affixed and attested by its Secretary, and the City of Chicago has caused these presents to be executed in its name by its Mayor and its corporate seal to be hereunto affixed and attested by its City Clerk, the day and year first above written.

[Signature forms omitted]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Dept. of Human Resources*
### *(No. 2118 N. Halsted St.)*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from Helen Polcyn (owner) for approximately 100 square feet of space on first floor, store front and rear room located at No. 2118 N. Halsted Street; such lease to be approved by the Commissioner of the Department of Human Resources, and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease attached to this ordinance printed on page 5572 of this Journal]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Dept. of Human Resources*
### *(Nos. 591-593 E. 37th St.)*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from The Chicago Housing Authority, for approximately 1,480 square feet of space known as Dwelling Units Nos. 485 and 486 located at No. 591 E. 37th Street and No. 593 E. 37th Street, respectively, in the Ida B. Wells Homes; such lease to be approved by the Commissioner of the Department of Human Resources, and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

This Indenture made this 14th day of April, 1969, between the Chicago Housing Authority, a municipal corporation, hereinafter referred to as the Lessor, and City of Chicago, a municipal corporation (for use of Department of Human Resources and The Division of Corrections), hereinafter referred to as Lessee:

WITNESSETH:

Lessor does hereby lease unto Lessee the following described property, hereinafter referred to as the Premises, situated in the City of Chicago, County of Cook, and State of Illinois:

> Dwelling Units Nos. 485 and 486 located at No. 591 E. 37th Street and No. 593 E. 37th Street, respectively, Chicago, Illinois, in Ida B. Wells Homes (1,480 sq. ft.).

To Have and To Hold the Premises for the term commencing on June 1, 1969, and expiring May 31, 1971, inclusive, at a rental of one hundred sixty and no/100 dollars ($160.00), payable in advance on the first day of each month.

Said rentals shall be paid at No. 55 W. Cermak Road, Chicago, Illinois, or at such other place as Lessor shall from time to time appoint.

It Is Further Expressly Understood and Agreed by the parties hereto, with reference to the tenancy created herein, as follows:

1. It is agreed and understood between the parties hereto that the rentals due under the terms of this lease are to be paid when allocated to the Department of Human Resources by the Federal Government and are not to be paid by or be a direct obligation of the City of Chicago.

2. Lessee shall operate and maintain an administrative office of Department of Human Resources and The Division of Corrections, which will render intimate counselling and guidance services to youth on the near south side by representatives of private and voluntary agencies as coordinated by the Department of Human Resources.

3. Lessee shall plan and operate its program at the Premises so that it will not exclude any resident of the project or the community because of race, nationality or religious convictions.

4. Lessee shall have a paid staff person present at the Premises whenever Lessee's program is in operation.

5. Lessor shall recognize the autonomy of operations of program by Lessee and shall not interfere with the general programming to be undertaken by Lessee at the Premises.

(Continued on page 5573)

**This Agreement,** Made this day of

A. D. 19 69, between Helen Polcyn (Owner) as Lessor, and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

**Witnesseth:** That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit:

Approximately 100 square feet of space on first floor, store front and rear room, located at 2118 N. Halsted Street, for Field Office, Department of Human Resources.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of June A. D. 1969 /or date of occupation and ending on the 31st day of May A. D. 19 70. Lessee has the right to terminate this lease upon thirty days' prior written notice. ~~and the right to renew this lease for a further period of on the same terms and rental, by giving to the Lessor , in either case days' written notice of its election so to do.~~

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at 5408 W. Foster Avenue - 60630 or at such other place as the Lessor from time to time in writing may appoint.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of Ninety and no/100 - - - - - - - - - - - - - - - - - - - ($ 90.00) Dollars per month, payable in advance on the first day of each calendar month by the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessor own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

Lessor shall furnish heat, hot water and will repair and plaster ceiling and paint rear room.

Lessee to pay for Plate Glass Insurance and electricity.

It is mutually agreed and understood by and between the parties hereto that the remuneration mentioned in this lease is payable solely from funds-when made available by the Federal Government.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

**In Witness Whereof,** this lease is signed by or on behalf of the parties hereto the day and year first above written.

[Signature forms omitted]

(Continued from page 5571)

6. The needs of the community shall be given consideration in the planning of the Lessee's program at the Premises, and pursuant thereto the parties agree that joint staff meetings shall be held at reasonable intervals between representatives of the Lessor and the Lessee, to facilitate mutual cooperation and to make possible regular reexamination of the effectiveness of the Lessee's program at the Premises.

7. Lessor shall furnish and supply to the Premises the following utilities and services: heat, water, gas and electricity extermination services, replacement of light bulbs, window shades, and similar minor repairs of basic building maintenance. Lessor shall provide janitorial services.

8. Lessor shall provide maintenance of the exterior of the Premises. Lessee shall keep the interior of the Premises in a sanitary condition and shall be responsible for the abuse and destruction of property and equipment not due to ordinary wear and tear which occurs during the hours that Lessee operates its program.

9. Lessee shall not undertake any alterations or changes in the construction of the Premises, without prior written consent of Lessor.

10. Lessor, acting through its agents, representatives or employees, shall have the right to enter upon the Premises at any reasonable hours, for the purpose of making inspections.

11. Lessee shall indemnify Lessor and save it harmless from and against all liability, claims, damages and causes of action arising out of Lessee's possession, maintenance, use and operation of the Premises.

12. Lessee shall not rent, sublet or assign space in the Premises without the written consent of the Lessor.

13. Lessee shall carry comprehensive public liability insurance while this lease is in effect, with Lessor's name as co-insured, in the amount of one hundred thousand dollars ($100,000) for injury to one person in any one accident, and two hundred thousand dollars ($200,000) for any number of persons in any one accident. Lessee shall furnish Lessor with appropriate evidence of such insurance coverage within ten (10) days following the execution of this lease, and within ten (10) days following the commencement of any renewal term.

14. This lease may be terminated at any time by either party giving the other at least thirty (30) days' prior written notice of such termination.

15. Any prior lease between the parties covering the above-described Premises is hereby terminated and cancelled.

In Witness Whereof, the parties hereto have hereunto affixed their hands on the day and year first above written.

[Signature forms omitted]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Dept. of Human Resources*
### *(No. 185 N. Wabash Av.)*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from 185 N. Wabash Building Corporation, for Rooms 1617-1618 at No. 185 N. Wabash Avenue, containing approximately 963 square feet; such lease to be approved by the Commissioner of the Department of Human Resources, and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease attached to this ordinance printed on page 5574 of this Journal]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Board of Health*
### *(Infant Welfare Station)*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from the Chicago Housing Authority, for approximately 1,440 square feet of space in the Ida B. Wells Homes, being Dwelling Unit No. 483 located at No. 587 E. 37th Street, and Dwelling Unit No. 484 located at No. 589 E. 37th Street; such lease to be approved by the Commissioner of the Board of Health, and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

This Indenture made this 14th day of April, 1969, between the Chicago Housing Authority, a municipal corporation, hereinafter referred to as the Lessor, and City of Chicago, a municipal corporation, hereinafter referred to as Lessee:

WITNESSETH:

Lessor does hereby lease unto Lessee the following described property, hereinafter referred to as the Premises, situated in the City of Chicago, County of Cook, and State of Illinois:

> Dwelling Unit No. 483 located at No. 587 E. 37th Street, and Dwelling Unit No. 484 located at No. 589 E. 37th Street, Chicago, Illinois, in Ida B. Wells Homes (1,440 sq. ft.).

To Have and To Hold the Premises for the term commencing on June 1, 1969, and expiring May 31, 1971 inclusive, at a rental of one hundred sixty dollars ($160.00) per month, payable in advance on the first day of each month. Said rentals shall be paid at No. 55 W. Cermak Road, Chicago, Illinois, or at such other place as Lessor shall from time to time appoint.

It Is Further Expressly Understood and Agreed by the parties hereto, with reference to the tenancy created herein, as follows:

1. Lessee shall operate and maintain an Infant Welfare Station on the premises.

2. Lessee shall plan and operate its program at the Premises so that it will not exclude any resident of the project or the community because of race, nationality or religious convictions.

3. Lessee shall have a paid staff person present at the Premises whenever Lessee's program is in operation.

4. Lessor shall recognize the autonomy of operations of program by Lessee and shall not interfere with the general programming to be undertaken by Lessee at the Premises.

5. The needs of the community shall be given consideration in the planning of the Lessee's program at the Premises, and pursuant thereto the parties agree that joint staff meetings shall be held at reasonable intervals between representatives of the Lessor and the Lessee, to facilitate mutual cooperation and to make possible regular reexamination of the effectiveness of the Lessee's program at the Premises.

(Continued on page 5575)

This Agreement, Made this day of A. D. 1969, between 185 N. Wabash Building Corporation as Lessor, and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

**Witnesseth:** That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: Rooms 1617-1618 at 185 N. Wabash Avenue, containing approximately 963 square feet, for Department of Human Resources (Division of Family Services).

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of July A. D. 19 69, and ending on the 30th day of June A. D. 1971. Lessee has the right to terminate this lease upon thirty days' prior written notice. ~~and the right to renew this lease for a further period of on the same terms and rental, by giving to the Lessor , in either case days' written notice of its election so to do.~~

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at 185 N. Wabash Avenue, Room 1120 - 60601 or at such other place as the Lessor from time to time in writing may appoint.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of Three Hundred Eighty and no/100 - - - - - - - - - - - ($380.00) Dollars per month, payable in advance on the first day of each calendar month by the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessor's own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

Lessor to furnish heat, all utilities, janitor and decorating services.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

**In Witness Whereof,** this lease is signed by or on behalf of the parties hereto the day and year first above written.

[Signature forms omitted]

(Continued prom page 5573)

6. Lessor shall furnish and supply to the Premises the following utilities and services: heat, water, gas, and electricity.

7. Lessor shall provide maintenance of the exterior of the Premises. Lessee shall keep the interior of the Premises in a sanitary condition and shall be responsible for the abuse and destruction of property and equipment not due to ordinary wear and tear which occurs during the hours that Lessee operates its program.

8. Lessee shall not undertake any alterations or changes in the construction of the Premises, without prior written consent of Lessor.

9. Lessor, acting through its agents, representatives or employees, shall have the right to enter upon the Premises at any reasonable hours, for the purpose of making inspections.

10. Lessee shall indemnify Lessor and save it harmless from and against all liability, claims, damages and causes of action arising out of Lessee's possession, maintenance, use and operation of the Premises.

11. Lessee shall not rent, sublet or assign space in the Premises without the written consent of the Lessor.

12. This lease may be terminated at any time by either party giving the other at least sixty (60) days' prior written notice of such termination.

13. Any prior lease between the parties covering the above-described Premises is hereby terminated and cancelled.

In Witness Whereof, the parties hereto have hereunto affixed their hands on the day and year first above written.

[Signature forms omitted]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

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## City Comptroller Authorized to Accept License Agreement from Forest Preserve District of Cook County to Use, Maintain, Etc., Certain Premises and Appurtenances at Edgebrook Clubhouse.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City Comptroller is authorized to accept and join in execution of a license agreement from the Forest Preserve District to the City of Chicago, granting permission to use, occupy, operate and maintain the premises known as Edgebrook Clubhouse, together with buildings, grounds and utilities, said license in form and substance as follows:

It is mutually agreed by and between the Forest Preserve District of Cook County and the City of Chicago, that said municipality shall have the authority to operate and maintain the buildings, grounds, facilities and utilities of the Edgebrook Clubhouse, known also as the Forest Glen Community Center, which is the property of the Forest Preserve District of Cook County and is located in Blocks 3 and 4 in Edgebrook, being a subdivision of part of Billy Caldwell's Reserve located west of Central Avenue and north of the North Branch of the Chicago River.

I *Period of Occupancy.* The period of occupancy shall be for a period of five (5) years, commencing May 1, 1969, and subject to renewal or cancellation at the end of that period at the option of the Forest Preserve District.

II *Rental.* The rent for the term of this lease shall be $1.00 per annum payable in advance, plus the obligation of the Lessee agreed to herein below.

III *Building and Existing Facilities.* No alterations or additions shall be made to the present building or facilities, without the written approval of the Forest Preserve District.

IV *Public Utilities.*

A. It is understood that all light and power utilized in this building will be paid for by the tenant.

B. It is further understood that all water furnished to the Clubhouse will be paid for by the tenant.

C. All light and water used in the operation of the public toilets, which are a part of the Clubhouse, and which are utilized by players on the Edgebrook Golf Course, shall be paid for by the tenant.

V *Custodian.* It is understood that the tenant will maintain at his expense a resident custodian throughout the entire period of occupancy.

It is further understood that the custodian will see that the public toilets remain open for the use of Edgebrook Golf Course patrons daily throughout the playing season. Janitor service, including supplies for the public toilets, will be furnished by the tenant.

VI *Trees and Shrubs.* No trees or shrubs shall be removed, destroyed, mutilated or trimmed without the permission of the Forest Preserve District.

VII All raw garbage shall be kept in proper containers and removed from Forest Preserve property by tenant. Cans, bottles, ashes, etc., must be placed in portable containers and not permitted to accumulate on the grounds surrounding the Clubhouse.

VIII The grounds surrounding the Clubhouse shall be maintained at all times in a clean and orderly condition.

IX The maintenance, repair and the upkeep of the building, grounds, utilities and facilities will be the sole responsibility of the tenant for the duration of this agreement.

X It is further understood and agreed that said Forest Preserve District shall not be liable for any damage or injury to any person or property arising from, growing out of or incident to the operation or maintenance of aforesaid facility for which this agreement is in effect.

XI It is further understood and agreed that in the event a winter sports area is developed adjacent to the Clubhouse, the public toilets and main recreation hall will be made available to the public using the sports area.

[Signature forms omitted]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

On motion of Alderman Keane the foregoing pro-

posed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Fried, McCutcheon, Singer, Kerwin, Hoellen, Wigoda—43.

*Nays*—None.

### City Comptroller Authorized to Accept Compromise Offers in Settlement of Certain Warrants for Collection.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

> *Ordered,* That the City Comptroller is authorized, in accordance with his request dated May 14, 1969, and the attached recommendations of the Corporation Counsel to accept compromise offers in settlement of various warrants for collection as follows:

| *Year* | *Warrant Number* | *Amount* | *Compromise Offer* |
|---|---|---|---|
| 1969 | F-287 | $324.24 | $243.18 |
| 1969 | F-798 | 144.32 | 108.24 |
| 1969 | F-799 | 157.52 | 118.14 |
| 1969 | F-828-A | 779.77 | 575.00 |
| 1969 | F-875 | 222.37 | 166.78 |
| 1968 | F-1240 | 164.60 | 122.00 |
| 1969 | F-1246-A | 265.54 | 132.77 |
| 1969 | F-1426-A | 337.89 | 168.94 |
| 1969 | F-1441 | 265.12 | 195.00 |
| 1968 | F-2759 | 1,634.05 | 937.00 |
| 1968 | F-4103-A | 237.25 | 177.75 |
| 1969 | D-98494 | 201.64 | 100.82 |
| 1969 | D-98499 | 115.78 | 86.83 |
| 1969 | G-23 | 416.26 | 312.00 |
| 1969 | G-39 | 559.70 | 430.54 |
| 1968 | G-182 | 158.81 | 118.00 |
| 1966 | E-44 | 10,795.26 | 4,000.00 |
| 1968 | H-242 | 154.96 | 125.00 |
| 1968 | H-253 | 207.87 | 150.00 |
| 1969 | N-4216 | 10.65 | 5.32 |
| 1967 | N-4465 | 15.42 | 11.57 |
| 1967 | N-4553 | 23.50 | 17.63. |

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Fried, McCutcheon, Singer, Kerwin, Hoellen, Wigoda—43.

*Nays*—None.

### City Comptroller Authorized and Directed to Cancel Warrants for Collection Issued against Certain Charitable, Educational and Religious Institutions.

The Committee on Finance to which had been referred (April 25 and May 14, 1969) three proposed orders for cancellation of certain warrants for collection issued against specified charitable, educational and religious institutions, submitted reports recommending that the City Council pass the following substitute proposed order:

> *Ordered,* That the City Comptroller is hereby authorized and directed to cancel specified warrants for collection issued against certain charitable, educational and religious institutions, as follows:

| *Name and Address* | *Warrant No. and Type of Inspection* | *Amount* |
|---|---|---|
| Marillac House, No. 2822 W. Jackson Blvd. (entrance at 2821 W. Fifth Av.) | D-86043 (No Parking Signs) | $20.00 |
| Lower North Center (Chicago Youth Centers), No. 1000 N. Sedgwick St. | D1-9097 (Sign) | 8.90 |
| Y.M.C.A., No. 3600 W. Fullerton Av. | C2-42216 (Refrig.) | 63.00. |

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Fried, McCutcheon, Singer, Kerwin, Hoellen, Wigoda—43.

*Nays*—None.

### Authority Granted for Issuance of Free Permits and License Fee Exemptions for Certain Charitable, Educational and Religious Institutions.

The Committee on Finance to which had been referred (May 14, 1969) sundry proposed ordinances to authorize issuance of free permits, license and inspection fee exemptions for certain charitable, educational and religious institutions, submitted reports recommending that the City Council pass said proposed ordinances transmitted therewith.

On separate motions made by Alderman Keane *each* of the said proposed ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Fried, McCutcheon, Singer, Kerwin, Hoellen, Wigoda—43.

*Nays*—None.

Said ordinances as passed read respectively as follows (the Italic heading in each case not being a part of the ordinance):

### FREE PERMITS

### *Chicago Youth Centers*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Commissioner of Buildings, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Water and Sewers and the Commissioner of Health, are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Chicago Youth Centers, for renovation and remodeling of existing buildings, for all electrical work and for the use of water in conjunction with such project on the premises known as Nos. 1945 and 1948 N. Sheffield Avenue.

Said building shall be used exclusively for recreational and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

### *Dominican Sisters of Bethany*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Commissioner of Buildings, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Water and Sewers and the Commissioner of Health, are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Dominican Sisters of Bethany, for excavation, installation and maintenance of a 6-inch sewer service connection with the City's sewer in W. Touhy Avenue and for resurfacing and restoring to grade the street pavement at said location on the premises known as No. 1501 W. Touhy Avenue.

Said building shall be used exclusively for religious and charitable purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

### *Ravenswood Hospital Medical Center*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Commissioner of Buildings, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Water and Sewers and the Commissioner of Health, are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Ravenswood Hospital Medical Center, for the construction of a new West Pavilion and the remodeling of the existing hospital building and for the use of water in conjunction therewith on the premises known as No. 1931 W. Wilson Avenue.

Said building shall be used exclusively for medical and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

### *St. Joseph Home for the Aged*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Commissioner of Buildings, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Water and Sewers and the Commissioner of Health, are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to St. Joseph Home for the Aged, for construction of addition to, and remodeling and renovation of, existing buildings, for all electrical work, and for the use of water in conjunction with such project on the premises known as No. 2650 N. Ridgeway Avenue.

Said building shall be used exclusively for domiciliary and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

### *Woodlawn A.M.E. Church*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Commissioner of Buildings, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Water and Sewers and the Commissioner of Health, are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Woodlawn A.M.E. Church, for construction of an annex addition to existing church building, for all electrical work, and for the use of water in conjunction with such project on the premises known as Nos. 6456-6458 S. Evans Avenue.

Said building shall be used exclusively for religious and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

### LICENSE FEE EXEMPTIONS

### *Holy Cross Hospital*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1969: Holy Cross Hospital, No. 2701 W. 68th Street at S. California Avenue.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

### *Mercy Hospital and Medical Center*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1969: Mercy Hospital and Medical Center, No. 2510 S. South Park Avenue.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

*Day Care Centers*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care centers, which are not operated for gain but where a charge is made for the care of children, are hereby exempted from the payment of the license fee for the current license period, which expires April 30, 1970:

All Saints Center, No. 4550 N. Hermitage Av.

Laurance Armour Day School, No. 630 S. Ashland Blvd.

Chinese Christian Union Church, No. 2301 S. Wentworth Av.

Cordi-Marian Settlement, No. 1100 S. May St.

Clarence Darrow Community Center, No. 4340 S. Lamon Av.

Maggie Drummond Memorial Day Care Center, No. 4301 S. Wabash Av.

Emerson House (Chicago Commons Association), No. 645 N. Wood St.

Fellowship Bible Nursery and Kindergarten, No. 1142 E. 82nd St.

Fourth Presbyterian Church Day School, No. 126 E. Chestnut St.

Garden Apartments Nursery School and Kindergarten, No. 4627 S. Wabash Av.

The Lincoln Park Co-Operative Nursery School, No. 2335 N. Orchard St.

Lithuanian Montessori Society of America, No. 2743 W. 69th St.

Mary Meyer School, No. 2817 N. Pine Grove Av.

North Chicago Hebrew Congregation (Temple Sholom) Hull House Nursery (Child Development), No. 3480 N. Lake Shore Dr.

Robinson House (Chicago Commons Association), No. 124 N. Hoyne Av.

Max Straus Center (Jewish Community Centers), No. 3715 W. Wilson Av.

Temple Sholom Co-Operative Nursery, No. 3480 N. Lake Shore Dr.

Trumbull Park Community Center Nursery, No. 10536 S. Oglesby Av.

Woodlawn Baptist Church, No. 6207 S. University Av.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

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## Execution of Agreement Authorized with The Metropolitan Sanitary District of Greater Chicago for Conveyance of All Right, Title and Interest to Gate Chamber at W. Chicago Av. and N. Halsted St. (West Side Intercepting Sewer, Contract 8A).

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

WHEREAS, On, to wit, September 28, 1967 (C.J. pp. 928-930, inclusive), a council ordinance was passed whereunder the City of Chicago and The Metropolitan Sanitary District of Greater Chicago were authorized to execute a certain agreement providing, among other things, for the construction of a Gate Chamber (in connection with the reconstruction of the West Side Intercepting Sewer, Contract 8A), in the vicinity of W. Chicago Avenue and N. Halsted Street; and

WHEREAS, Upon completion of construction of said Gate Chamber, and acceptance thereof by said Sanitary District, all of the City's interest in said Gate Chamber was to be conveyed by the City to said District; and

WHEREAS, Said aforementioned agreement was executed by said parties, and, pursuant thereto, said Gate Chamber was constructed by the City through a contractor, to the satisfaction of said District; and

WHEREAS, The said District has obligated itself to pay said City the sum of $6,507.00 as the agreed construction cost thereof; now, therefore,

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That all of the right, title and interest of the City of Chicago, in and to the certain Gate Chamber located in the vicinity of W. Chicago Avenue and N. Halsted Street, and constructed by the City through a contractor, pursuant to the council ordinance passed on September 28, 1967 (C.J. pp. 928-930, inclusive), and the execution of the agreement therein referred to, be and the same are hereby conveyed and transferred to The Metropolitan Sanitary District of Greater Chicago, which said District has accepted the said Gate Chamber as having been satisfactorily constructed.

SECTION 2. The Metropolitan Sanitary District of Greater Chicago is now to remit to the City Comptroller of the City of Chicago, the sum of $6,507.00 in conformance with the agreement under the above ordinance passed on September 28, 1967 (C.J. pp. 928-930 inclusive).

SECTION 3. This ordinance shall be in force and effect from and after its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Fried, McCutcheon, Singer, Kerwin, Hoellen, Wigoda—43.

*Nays*—None.

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## Agreement Authorized with State Division of Highways to Reimburse City for Maintenance of Specified State Highways and for Cleaning Etc. of Median Strips Thereon.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

*Ordered,* That the Commissioner of Streets and Sanitation of the City of Chicago, be, and he is hereby authorized and directed, to enter into an agreement with the State of Illinois, Department of Public Works and Buildings, Division of Highways, whereby the said Department of Public Works and Buildings will reimburse the City of Chicago for the cost of repair, snow removal, street and median strip cleaning and all other maintenance and allowance for overhead on the following list of routes in the City of Chicago, at such rates as are set forth in the agreement on file in the office of the Commissioner of Streets and Sanitation of the City of Chicago, said agreement to be in full force and effect from July 1, 1969 to June 30, 1970:

Routes: Ill.—1, 4A, 7
U.S.—12, 20
U.S.—14, 20
Ill.—21
U.S.—30, 41
Ill.—42, 50
S.A.—53, 053
U.S.—54
Ill.—55
S.A.—057
Ill.—62, 64
U.S.—66
S.A.—069
Ill.—72
F.A.—131
S.A.—145, 149
F.A.—173
S.A.—174, 066

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Fried, McCutcheon, Singer, Kerwin, Hoellen, Wigoda—43.

*Nays*—None.

## Authority Granted for Laying of Water Mains in Portions of W. 35th St. and in W. 110th Place.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

*Ordered,* That the Commissioner of Water and Sewers is hereby authorized to lay water mains in the following street:

W. 110th Place from 23′ WEL S. Whipple Street to 242′ EEL S. Whipple Street, at an estimated cost of $5,000.00

and charge same to Revolving Fund—Deposit No. 45166; and

*Be It Further Ordered,* That the Commissioner of Water and Sewers is hereby authorized to lay water mains in the following street:

W. 35th Street Fixed Bridge 7′ SNL from 337′ EWL S. Iron St. to 278′ WEL S. Racine Avenue, at an estimated cost of $61,581.98

and charge same to Account 290-8270(7840).552—Feeder Mains.

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Fried, McCutcheon, Singer, Kerwin, Hoellen, Wigoda—43.

*Nays*—None.

## Authority Granted for Payments of Miscellaneous Refunds, Compensation for Property Damage, Etc.

The Committee on Finance submitted a report recommending that the City Council pass a proposed order transmitted therewith, to authorize payments of miscellaneous claims.

On motion of Alderman Keane the said proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Fried, McCutcheon, Singer, Kerwin, Hoellen, Wigoda—43.

*Nays*—None.

The following is said order as passed:

*Ordered,* That the City Comptroller is authorized and directed to pay to the following-named person the amount set opposite her name, same to be in full settlement for vehicle damage as indicated and to charge the same to Account No. 100.9112.934:

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Mrs. Emma Lee Smith, 7936 S. Carpenter St. | 11-13-67—W. 79th St. and S. Emerald Av. | $75.00; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named persons the respective amounts set opposite their names, same to be in full settlement for damage to vehicle and/or property damage on the dates and at the locations indicated, and to charge the same to Account No. 100.9112.934:

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Allstate Insurance Co. and Felix Winiarski, 9933 N. Lawler Av., Skokie, Ill. 60076 | 8-17-67—N. Clark and W. Ontario Sts. | $ 50.00 |
| Frank A. Piacentini, 866 N. Wells St. | 8-25-68—862-864 N. Wells St. | 250.00; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named persons the respective amounts set opposite their names, same to be in full settlement for damage to vehicles and/or property on the dates and at the locations indicated, and to charge the same to Account No. 100.9112.934:

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Mrs. Jonna Torres, 2056 W. 82nd Pl. | 10-24-68—S. South Chicago Av. and S. Oglesby Av. | $119.00 |
| R. J. Zeiler Sons Ins. and Stanley Kruk, 3660 E. 106th St. | 1-23-69—E. 83rd St. and S. Brandon Av. | 100.00 |

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Allstate Insurance Co. and Jesse Getz, 9933 N. Lawler Av., Skokie, Ill. | 1-10-69—N. Damen Av. and W. Grace St. | $151.59 |
| James S. Kemper Agency and Richard L. Vacek, 20 N. Wacker Dr. | 1-3-69—5357 S. Kilbourn Av. | 113.83 |
| Filipo Rodriguez, 4615 N. Clark St. | 2-16-69—Auto Pound No. 3 | 22.00 |
| Fernando E. Gutierrez, 7339 S. Yates Av. | 12-66—7339 S. Yates Av. | 267.61 |
| Roland Libonati, 909 S. Loomis St. | 2-28-69—909 S. Loomis St. | 65.50 |
| Arthur I. Mark, 4025 W. Enfield Av., Skokie, Ill. | 1-1-69—3438 N. Broadway | 55.70 |
| Jerome A. Reivitz, 5919 S. Campbell Av. | 1-12-69—5519 S. Campbell Av. | 96.00 |
| George B. Beckman, 7012 S. South Shore Dr. | 1-13-69—7012 S. South Shore Dr. | 162.50 |
| North Avenue Building Corp. c/o Lapping, Niederman & Factor, 1 E. Wacker Dr. | 10-24-68—3311 W. North Av. | 43.88; |

and

*Be It Further Ordered*, That the City Comptroller is authorized and directed to pay to the following-named persons the respective amounts set opposite their names, same being refunds of fees paid for various licenses as indicated, and to charge same to Account No. 100.9112.934:

| *Name and Address* | *License or Receipt No.* | *Amount* |
|---|---|---|
| Jerry Kaplan, 9653 S. Luella St. | Liquor No. 68561 | $465.00 |
| Aaron L. Johnson, 318-320 E. Garfield Blvd. | Public Garage No. H-59295 | 51.55 |
| George F. Mueller & Sons, 12255 S. Western Av., Blue Island, Ill. 60406 | Tobacco Nos. 12080-12879-13225-13236 | 200.00 |
| William F. Moffat, 3910 N. Wolcott Av. | Dog No. 66274 | 2.00 |
| Wilma M. Maslowe, 10123 S. St. Lawrence Av. | Dog No. 66023 | 2.00 |
| Joanne R. Jurys, 3500 N. Natchez Av. | Dog No. 66154 | 2.00 |
| Sharon L. Billings, 3617 N. Seeley Av. | Dog No. 65680 | 2.00 |
| David W. Totos, 5336 S. May St. | Dog No. 65845 | 2.00 |
| Helen Streske, 1332 W. Winona St. | Dog No. 65781 | $ 2.00 |
| Hermann Petersell, 9915 S. Oglesby Av. | Dog No. 66085 | 2.00 |
| Frank Nelson, 2469 Gunnison St. | Dog No. 66144 | 2.00 |
| Odie Montgomery, Jr., 3827 W. Monroe St. | Chauffeur No. 231694 | 5.00 |
| Jalil I. Salman and Eid Swaid, 3415 W. 66th St. | Liquor No. 5091 | 49.02 |
| Jerry Kaplan, 9563 S. Luella Av. | Tobacco No. 68562 | 50.00; |

and

*Be It Further Ordered*, That the City Comptroller is authorized and directed to pay to the following-named persons the respective amounts set opposite their names, same to be in full settlement for damage to vehicles and/or personal injury on the dates and at the locations indicated, and to charge the same to Account No. 100.9112.934:

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Mrs. Irma Whiten, 6156 S. St. Lawrence Av. | 7-1-68—S. Michigan Av. between E. 59th and E. 60th Sts. | $ 16.41 |
| Mrs. Theresa McCarthy, 5430 W. Adams St. | 10-24-68—422 N. Parkside Av. | 112.92 |
| Frank V. Donatello, 7745 W. Hood Av. | 3-7-69—W. Armitage and N. California Aves. | 74.90 |
| Albert and Ida Sublett and Allstate Ins. Co., 2910 W. Peterson Av. | 1-23-69—W. Diversey and N. Western Aves. | 121.00 |
| Clinton Rushing, 6011 S. Morgan St. | 12-13-67—E. 35th St. and S. Calumet Av. | 119.00 |
| Paul Driks, 6650 N. Glenwood Av. | 1-27-69—6549 S. Halsted St. | 182.45 |
| Arthur Holub c/o Michael J. Larais Inc., 146 Broadway, Melrose Park, Ill. | 3-14-69—W. Division St. and N. Damen Av. | 98.61 |
| Allstate Insurance and David Telpner, 9933 N. Lawler Av., Skokie, Ill. 60076 | 1-15-69—945 W. Wilson Av. | 129.25 |
| Roy Ingram c/o St. Paul Fire & Marine Ins., 223 W. Jackson Blvd. | 5-17-68—W. 87th St. and S. Western Av. | 186.86 |
| Ronald W. Heinz c/o State Farm Ins., 9800 N. Milwaukee Av., Des Plaines, Ill. | 1-2-69—W. Berwyn and N. Damen Aves. | 113.77 |

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Don Degmon, 9727 S. Avenue J | 6-15-67—E. 79th St. and S. Exchange Av. | $ 75.00 |
| Domingo D. Evangelista, 3536 W. Shakespeare Av. | 4-3-68—W. Belmont Av. near N. Rockwell St. | 75.00; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named persons the respective amounts set opposite their names, same being in full settlement for property damage and/or vehicle damage on the dates and locations indicated and to charge same to Account No. 200.9112.935:

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Gedeon J. Chartrand, 9654 S. Escanaba Av. | 10-18-66— E. 95th St. | $39.18 |
| Albert Gannon, 2907 S. Wallace St. | 12-7-68—6500 S. Whipple St. | 95.65; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named persons the respective amounts set opposite their names, same being refunds of fees paid for vehicle licenses as indicated, and to charge same to Account No. 300.9112.990:

| *Name and Address* | *License No.* | *Amount* |
|---|---|---|
| Donna Zurawski, 5615 W. Lawrence Av. | U-377661 | $30.00 |
| Harold G. Tarver c/o Ann Shulmistras, 4004 S. Archer Av. | U-313626 | 30.00 |
| Sterling Stewart, 2205 E. 70th Pl. | U-144148 | 30.00 |
| Patrick J. Shannon, 9430 S. Oakley Av. | U-13884 | 30.00 |
| Melvin V. Rummel, 1737 W. 105th St. | X-308719 | 15.00 |
| Marshall L. Ross, Jr., 6606 S. Greenwood Av. | P-137460 | 15.00 |
| Sara Rejtman, 618 E. South Boulevard, Evanston, Ill. | U-515037 | 30.00 |
| Jack L. Recht, 6140 W. Nelson St. | U-486079 | 30.00 |
| Saturnino T. Placencia, 1902 S. Throop St. (rear) | U-67151 | 30.00 |
| Mohamed A. Muthana, 4636 N. Albany Av. | U-540710 | 30.00 |
| James P. Meade & Co., 1135 E. 82nd St. | U-102374 | 30.00 |
| Candace J. Love, 8138 S. Colfax Av. | U-376667 | 30.00 |
| Estate of Leo J. Leonard c/o Estelle Leonard, 2637 W. 43rd St. | U-491457 | $ 30.00 |
| William A. Kill, 2955 S. Archer Av. | X-96193 | 15.00 |
| John E. Kavanaugh, 8229 S. Washtenaw Av. | U-344247 | 30.00 |
| Harlan E. Hjertaas, 2150 W. Cullom Av. | X-336498 | 15.00 |
| Geoffrey Hazard, 4808 S. Kimbark Av. | U-520435 | 30.00 |
| Frank H. Harenza, 5758 S. Neva Av. | U-48046 | 30.00 |
| Roselyn K. Gothelf, 6301 N. Winthrop Av. | X-411859 | 15.00 |
| Lucille Glenz, 1550 N. Damen Av. | U-596150 | 30.00 |
| J. P. Gits Molding Corp., c/o R. E. Mulholland Controller, 4600 W. Huron St. | U-51274 | 30.00 |
| Jack M. Edwards, 2531 N. Harding Av. | X-316284 | 15.00 |
| Courtesy Lease Save Plan, Inc., 2550 N. Cicero Av. | U-23881<br>U-23905 | 60.00 |
| Homer A. Bain, 703 W. Crestline Drive, San Antonio, Texas 78228 | U-515077 | 30.00 |
| A & H Plumbing, 2921 W. Diversey Av. | U-226052 | 30.00 |
| Estate of Joseph D. Mason c/o Sara Mason, 11038 S. Bell Av. | U-382583 | 30.00 |
| Albert Bickford, 4732 S. Hermitage Av. | X-343278 | 15.00 |
| Nathaniel Pierce, 5831 S. Princeton Av. | U-130121 | 30.00 |
| Frank E. Polson, 2052 N. Halsted St. | U-207925 | 30.00 |
| Estate of Stanley L. Wisz c/o Julia Wisz, 9728 S. Escanaba Av. | U-520008 | 30.00 |
| John Zaglifia, 7815 S. Yates Blvd. | U-91979 | 30.00; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named persons the respective amounts set opposite their names, same to be in full settlement for damage to vehicles and/or property on the dates and at the locations indicated, and to charge the same to Account No. 330.9112.934:

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| John B. Rodermann, 10899 S. Prospect Av. | 1-1969<br>10899 S. Prospect Av. | $ 75.00 |
| Mr. S. Roinila, 3330 N. Ozark Av. | 2-20-69<br>3330 N. Ozark Av. | 55.00 |
| Mrs. C. J. Swiontek, 4845 W. Oakdale Av. | 1-13-69<br>4845 W. Oakdale Av. | 40.00 |
| Mr. O. Trentadue, 431 N. Ridgeway Av. | 10-30-68<br>S. Pulaski Rd. near W. Quincy St. | 35.00 |

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### *Action Deferred*—ON PROPOSED ORDINANCE AUTHORIZING LEASE AGREEMENT WITH PAQUETTE'S MARINA AND SEAPLANE BASE, INC. AT NAVY PIER.

The Committee on Finance submitted the following report, which was, at the request of two aldermen present (Alderman Despres and Alderman Simon) *Deferred* and ordered published:

CHICAGO, May 28, 1969.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred a communication dated January 28, 1969 from the Department of Law transmitting an ordinance authorizing a Navy Pier Lease with Paquette's Marina and Seaplane Base, Inc., having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by 34 members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS E. KEANE,
*Chairman.*

The following is the proposed ordinance transmitted with the foregoing committee report:

***Be It Ordained by the City Council of the City of Chicago:***

*Section 1.* That the Port Director and the City Comptroller, subject to approval as to form and legality of the Corporation Counsel are authorized to execute in behalf of the City of Chicago an agreement with Paquette's Marina and Seaplane Base, Inc., said agreement to be in the following form:

This Agreement made this .... day of ........... A.D. 1969, between the City of Chicago, a municipal corporation of the State of Illinois, hereinafter called "Landlord", and Paquette's Marina and Seaplane Base, Inc., a corporation organized and existing by virtue of the laws of the State of Illinois, hereinafter called "Tenant".

WITNESSETH:

That Landlord, for and in consideration of the terms and conditions, hereinafter contained and made on the part of Tenant, does hereby grant to Tenant for use only by Tenant, the privileges hereinafter described on premises at Navy Pier, Foot of Grand Avenue, Chicago, Illinois 60611, hereinafter call "Pier", a plat of said area to be occupied is shown as Exhibit "A".

[Articles I to XVIII incl. contained in this ordinance are identical to Articles I to XVIII incl. as printed on pages 5386-5389 of the Journal of Proceedings of April 25, 1969]

#### Article XIX

1. *Premises*

A. Landlord leases to Tenant that space inside the frame building and yard space adjacent thereto appearing in red on the attached Exhibit "A" bearing the street address of 134 Streeter Drive, Chicago, Illinois 60611.

B. Landlord grants to Tenant the non-exclusive privilege to use the two hundred feet (200′), more or less, of the concrete wharf and dock lying adjacent to the demised premises appearing in blue on said Exhibit "A".

C. Landlord grants to Tenant the non-exclusive privilege to use the five foot walkway from Streeter Drive to said wharf for egress and ingress.

2. *Purpose*

Tenant shall use the demised premises for the purpose of carrying on a marina and seaplane base business and for the sale of petroleum fuels and motor oil and for no other purpose.

3. *Term*

The term of this Agreement shall begin on the .... day of ................, 1969, the date of approval of the authorizing ordinance by the City Council, and terminate two years thereafter subject to the cancellation by either party on ninety (90) days notice in writing.

4. *Operations*

A. Tenant is granted the privilege to maintain the two fuel tanks presently located underground in the demised yard space, and is granted the further privilege to install, at his own cost and expense, a third fuel tank, underground in said space. It is agreed by Tenant, however, that upon termination and expiration of the term of this Agreement, Tenant shall remove all of said tanks at its own cost and expense upon the direction of the Director. Failure to remove will cause title to said tanks to vest in Landlord.

B. Tenant shall provide, maintain and remove, at its own cost and expense, all equipment necessary for the conduct of its concession herein granted.

5. *Rental*

Tenant agrees to pay Landlord as fixed rental the sum of $4,928.00 for the demised premises in equal monthly installments of $205.33 payable on or before the first day of each and every month, and in addition thereto the sum of three cents (3¢) per gallon on all fuel sold and five cents (5¢) per quart on all motor oil sold by the tenant on the demised premises.

Tenant shall furnish to the City Comptroller, with a copy to the Director, on or before the 20th day following the last day of each calendar month during the term of this Agreement, a statement, certified in such manner as the Comptroller may prescribe, of the total gallons of fuel and quarts of oil sold during the preceding month, or portion thereof. The monthly report shall be accompanied with the payment of the additional rent due on the sale of said fuel and oil.

Notwithstanding the foregoing, if any rental and/or percentage rental commences otherwise than as of the first day of any month or terminates prior to the last day of any month, rental and/or percentage rental for such month shall be determined on a pro-rata basis according to the number of days of such month involved.

The rental shall be paid monthly at the office of the City Comptroller, Room 501, City Hall, Chicago, Illinois 60602.

6. *Records*

Tenant shall:

(a) Maintain, in accordance with accepted accounting practices, during the term of this Agreement and for one year after the termination and expiration thereof, and for a further period extending until the City Comptroller shall give written consent to the disposal thereof, records and books of account recording all transactions at, through, or in any way connected with the operation of its concession at the Pier. Upon request from the City Comptroller, such books of account and records shall be made available to the City Comptroller at a convenient location within the City of Chicago, Illinois.

(b) Permit in ordinary business hours during the term of this Agreement, and for any period thereafter during which such records shall be maintained in accordance with subparagraph 6(a) hereof, the examination and audit by the officers, employees, and representatives of Landlord of such records and books of account.

Article XX

Notices to the Landlord provided for herein may be sent by registered mail, postage prepaid, addressed to the Port Director of the City of Chicago, Navy Pier, Chicago, Illinois 60611, and notices to Tenant provided for herein may be sent by registered mail, postage prepaid, addressed to Tenant at Paquette's Marina and Seaplane Base, Inc., 134 Streeter Drive, Chicago, Illinois 60611.

Execution of this Agreement authorized by ordinance of the City Council of the City of Chicago passed .................... (C.J.P. ............).

In Witness Whereof, the parties hereto have caused this instrument to be signed in triplicate under their respective seals on the day and year first above written.

[Signature forms and Exhibit "A" omitted]

*Section 2.* This ordinance shall be in force and effect from and after its passage.

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### *Action Deferred*—ON PROPOSED ORDINANCE AUTHORIZING LEASE AGREEMENT WITH CLAPP AND POLIAK, INC. AT NAVY PIER.

The Committee on Finance submitted the following report, which was, at the request of two aldermen present (Alderman Despres and Alderman Simon) *Deferred* and ordered published:

CHICAGO, May 28, 1969.

***To the President and Members of the City Council:***

Your Committee on Finance, to which was referred a communication dated April 29, 1969 from the Deputy Port Director, Port of Chicago, transmitting an ordinance authorizing the Navy Pier Convention Lease covering the small tool segment of the 1970 Production Engineering trade show sponsored by Clapp and Poliak, Inc. This company proposed to rent 304,000 gross square feet of exhibition space between September 16th and October 6, 1970 at a rental of $91,200.00 for the total occupancy period, having had the same under advisement begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by 34 members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS E. KEANE,
*Chairman.*

The following is the proposed ordinance transmitted with the foregoing committee report:

Be It Ordained by the City Council of the City of Chicago:

*Section 1.* That the Port Director and the City Comptroller, subject to approval as to form and legality of the Corporation Counsel are authorized to execute in behalf of the City of Chicago an agreement with Clapp & Poliak, Inc., 245 Park Avenue, New York, N.Y. 10017, said agreement to be in substantially the following form:

This Agreement made this 15th day of April, A.D. 1969, between the City of Chicago, a municipal corporation of the State of Illinois, hereinafter called "Landlord" and Clapp & Poliak, Inc., 245 Park Avenue, New York, N.Y. 10017, a corporation organized and existing by virtue of the laws of the State of New York, hereinafter called "Tenant".

WITNESSETH:

That Landlord, for and in consideration of the terms and conditions, both general and special, hereinafter contained and made on the part of Tenant, does hereby grant to Tenant for use only by Tenant, the privileges hereinafter described on premises at Navy Pier, foot of Grand Avenue, Chicago, Illinois 60611, hereinafter called "Pier", a plat of said Pier being attached hereto.

This Agreement shall consist of three parts:

Part I—General Conditions

Part II—Special Conditions numbered 1 to 5

Part III—Exhibits and Attachments lettered A.

All constituting the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences, shall be implied or impressed upon such agreement that are not set forth herein at length.

[Part I—General Conditions attached to this ordinance is common to "Part I—General Conditions" printed on pages 5491-5494 of the Journal of Proceedings of May 14, 1969]

PART II—SPECIAL CONDITIONS

1. *Premises*

Landlord leases to Tenant the following areas of Navy Pier, Chicago, Illinois 60611, and areas known as "lean-to-areas" that may be available for storage purposes (without additional cost) that are immediately adjacent and adjoining the leased area, all as appears on the attached Exhibit:

| | |
|---|---|
| 149,160 sq. ft. | North Hall |
| 147,840 sq. ft. | South Hall |
| 7,000 sq. ft. | West Hall |
| 304,000 sq. ft. | Total—gross. |

2. *Purpose*

Tenant shall use the demised premises for the purpose of staging small tool segment of 1970 Production Engineering trade show, and for no other purpose whatsoever.

3. *Term*

The term of this Agreement shall begin on the 16th day of September, 1970, at 12:01 A.M. and shall terminate on the 6th day of October, 1970, at 12:00 midnight.

4. *Rental*

Tenant shall pay Landlord as rent for the demised premises at the rate of .30¢ per square foot for the entire period of occupancy the total sum of ninety-one thousand two hundred and no/100 dollars ($91,200.00), payable as follows:

A. $10,000.00 upon the execution of this Agreement by Tenant, and

B. the balance on or before the 30th day prior to the first day of the term hereof.

Said rental payments to be made by certified check at the office of the Port Director, Navy Pier, Chicago, Illinois 60611.

5. *Operations*

A. Tenant shall deposit with the Director on or before the 30th day prior to the first day of the term hereof a certified check in the sum of $7,500.00 as a deposit on account of utilities and services furnished by Landlord and to be paid by Tenant.

B. No alcoholic beverages of any kind shall be sold, given away or used in the demised premises.

C. Unless consent in writing from the Director is first received, Tenant shall not operate or put up any engine, motor or machinery on the demised premises or use oils, burning fluids, camphene, kerosene, naptha or gasoline for either mechanical or other purposes, or any other agent other than electricity for illuminating the demised premises.

D. No portion of the sidewalks, entries, passageways, vestibules, halls or stairways, or access to public utilities of said building shall be obstructed by Tenant or used for any other purpose other than for egress from the demised premises. The doors, skylights, stairways or openings that reflect or admit light into any place in the building, including hallways, corridors and passageways, radiators and house lighting appurtenances shall not be covered or obstructed by Tenant. The water closets or other water apparatus shall not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, papers or other substances shall be thrown therein. Tenant will permit no chair or movable seat to be or remain in the passageways and will keep said passageways clear at all times.

E. If said premises or any portion of said building thereof including any and all utilities shall be damaged by the act, default or negligence of the Tenant, or of Tenant's agents, employees, patrons, guests, or any person admitted to said premises by Tenant, Tenant shall pay to Landlord upon demand such sum as shall be necessary to restore said premises to their present condition. Tenant hereby assumes full responsibility for the acts and conduct of all persons admitted to said premises or any portion of said building by the consent of the Tenant or by or with the consent of any person acting for or in behalf of said Tenant, and said Tenant agrees to have on hand at all times, at its own expense, such security force as is deemed necessary by the Director to maintain order and to protect persons and property.

F. It shall be the sole responsibility and authority of the Fire Commissioner of the City of Chicago in determining the total number of persons to be admitted at any and all times to Navy Pier, or any part or section thereof, and his decision, or that of his authorized representative shall be final.

G. Landlord shall have the exclusive right to collect and have custody of articles left in the building by persons attending any performance, exhibition or entertainment given or held in the demised premises, and Tenant, or any persons in Tenant's employ, shall not collect nor interfere with the collection or custody of such articles.

H. Landlord reserves the right to eject any objectionable person or persons from said building, and upon the exercise of this right by the Director, his representatives, agents or policemen, the Tenant hereby waives any right and all claims for damages against the City of Chicago and its employees and agents.

I. Designated staff members of the City of Chicago may enter the building and all of the demised premises at any time and on any occasion.

J. Tenant shall not transmit a description of any portion of its operation by means of radio broadcasting or television without first having received written permission from the Director.

K. Landlord reserves the exclusive right to enter into contracts with concessionaires for the operation of any and all concessions in or about the building known as Navy Pier, and further reserves the right to place and locate these concessionaires wherever Landlord deems necessary, be they in the premises herein demised or elsewhere in and about the said building. Tenant is expressly forbidden from entering into its own concession agreements for any product or service, and herewith agrees that it shall make available to the Landlord's concessionaires whatever space is deemed necessary by the Director for purposes of ingress, egress and servicing said concessions.

L. No performance, exhibition or entertainment shall be given or held on the demised premises which shall be objected to by Landlord.

M. Tenant shall provide at its own expense all porters and matrons for toilet areas to keep same in an exceptionally clean and sanitary condition and shall also provide at its own expense all ticket sellers, ticket takers, ushers, crowd directors and any security service required on the direction of the Director.

N. Any and all matters not herein expressly provided for shall be at the discretion of the Director.

In Witness Whereof, the parties hereto have caused this instrument to be signed in triplicate under their respective seals on the day and year first above written.

[Signature forms and Exhibit omitted]

*Section 2.* This ordinance shall be in force and effect from and after its passage.

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### *Action Deferred*—ON PROPOSED RESOLUTION FOR APPROVAL OF WORKABLE PROGRAM FOR COMMUNITY IMPROVEMENT FOR 1968.

The Committee on Finance submitted the following report, which was, at the request of two aldermen present (Alderman Despres, and Alderman Simon) *Deferred* and ordered published:

CHICAGO, May 28, 1969.

***To the President and Members of the City Council:***

Your Committee on Finance, to which was referred on May 14, 1969, a communication and resolution from the Office of the Mayor transmitting the 1968 Progress Report on the City of Chicago's Workable Program for Community Improvement, having had the same under advisement, begs leave to report and recommend that Your Honorable Body adopt the proposed resolution transmitted herewith.

[Workable Program printed in Committee Pamphlet No. 15]

This recommendation was concurred in by 34 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) THOMAS E. KEANE,
*Chairman.*

The following is the proposed resolution submitted with the foregoing committee report:

*Whereas,* The Housing Act of 1954 provides that Federal Housing and Renewal aids will be extended to communities having a Workable Program for Community Improvement; and

*Whereas,* The City of Chicago has submitted such program for Community Improvements annually since 1954; and

*Whereas,* The 1968 Workable Program for Community Improvement fully represents the City's comprehensive activities devoted to the elimination and prevention of slums, blight and deterioration; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That the City Council of the City of Chicago expresses its approval of the Workable Program for Community Improvement for 1968 and urges its submission for recertification to the United States Department of Housing and Urban Development.

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### *Placed on File*—REPORT OF SETTLEMENTS OF SUITS WITH ENTRIES OF JUDGMENTS AGAINST CITY.

The Committee on Finance submitted a report recommending that the City Council *Place on File* a communication from the Law Department dated May 1, 1969, transmitting a report of settlements of suits with entries of judgments against the city. On motion of Alderman Keane the committee's recommendation was *Concurred In.*

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### *Disallowed*—SUNDRY CLAIMS FOR PAYMENTS OF DAMAGES, REFUNDS, ETC. *(Adverse Recommendations by Committee).*

The Committee on Finance submitted a report recommending that the City Council *Disallow* certain miscellaneous claims. On motion of Alderman Keane the committee's recommendations were *Concurred In.*

The following is a summary of said claims, which were referred to the committee on the respective dates noted in parentheses:

*Compensation for Property Damage:*

(October, 1968) Alfons J. Spanitz;
(June 8, 1968) Illinois Central R.R.;
(January 28, 1969) Walter Palace;
(February, 1967) Louis V. Phillips.

*Compensation for Various Refunds:*

(1968-1969) Perry Rogers;
(January 30, 1969) Leo Pogodzinski;
(March 21, 1969) William Gay.

*Compensation for Personal Injuries:*

(December 10, 1968) Sarah Kohn;
(March 17, 1969) Bernice Bluemer;
(March 21, 1969) Kathleen Eden.

*Compensation for Vehicle Damage:*

(January 28, 1969) Security National Ins. Co. and Patrick J. Daly;
(February 6, 1969) Carol R. Thiessen;
(February 24, 1969) Crane Trucking Co.;
(March 7, 1969) Thor Laisy;
(March 7, 1969) Motors Ins. Corp and Thomas Panos;
(February 13, 1969) James Stubblefield c/o Robt. Briskman;
(April 7, 1969) Russell S. Boyer;
(February 25, 1969) Charles Taylor;
(March 17, 1969) Lee Fuller;
(April 5, 1969) Edith Freislinger;
(April 3, 1969) Lawrence Brogan.

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### *Failed to Pass*—PROPOSED ORDERS.

The Committee on Finance submitted reports recommending that the City Council *Do Not Pass* two proposed orders and one proposed ordinance transmitted therewith, which had been referred to the Committee on Finance on the dates noted below, as follows:

(January 31, 1969) Proposed ordinance to exempt Hebron Welsh United Presbyterian Church from payment of fee for year 1969 for erection and maintenance of "No Parking" signs at No. 5916 W. Rice Street.

(January 31, 1969) Proposed order to cancel Warrant for Collection No. D-87917 in the amount of $20.00 for maintenance of "No Parking Any Time" signs assessed against Temple Mizpah, No. 1615 W. Morse Avenue;

(March 14, 1969) Proposed order to cancel existing water rates assessed against All Saints' Episcopal Church, No. 4546 N. Hermitage Avenue.

Alderman Keane moved to *Concur* in the committee's recommendations. The question thereupon became: *"Shall the proposed orders Pass, the recommendation of the committee to the contrary notwithstanding?"*; and the question being put, said proposed orders *Failed to Pass,* by yeas and nays as follows: *Yeas*—None; *Nays*—43.

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## COMMITTEE ON BUILDINGS AND ZONING.

### Chicago Zoning Ordinance Amended to Reclassify Particular Area Shown on Map Nos. 30-C, 30-D and 32-C.

The Committee on Buildings and Zoning, to which had been referred (on January 17, 1969) a proposed ordinance to reclassify an area shown on Map Nos. 30-C, 30-D and 32-C as a Manufacturing Planned Development, submitted a report recommending that the City Council pass said proposed ordinance.

On motion of Alderman Metcalfe said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan,

Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Fried, McCutcheon, Singer, Kerwin, Hoellen, Wigoda—43.

*Nays*—None.

Alderman Marzullo moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the Planned Development symbols and indications as shown on Map Nos. 30-C, 30-D and 32-C in the area bounded by

> a line 300 feet southeast of and parallel to Slip No. 2 of the Chicago Regional Port District, Lake Calumet Harbor; extending northeast to a line 560 feet north of the center line of East 122nd Street; the west line of Stony Island Avenue as extended; the north line of the Entrance Channel of Lake Calumet Harbor; and the east line of the Anchorage Basin of Lake Calumet Harbor,

to the designation of a Manufacturing Planned Development which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part hereof and to no others.

### PLAN OF DEVELOPMENT
### MANUFACTURING PLANNED DEVELOPMENT NO. 8, AS AMENDED—STATEMENTS

1. The area delineated hereon as "Manufacturing Planned Development" is owned by the Chicago Regional Port District, a municipal corporation of the State of Illinois and is controlled by it and its lessees—Bulk Terminals Company, a Delaware corporation, and International Great Lakes Shipping Company, an Ohio Corporation.
2. Off-street parking and loading facilities will be provided in compliance with this Plan of Development as authorized by the M2 General Manufacturing District of the Chicago Zoning Ordinance.
3. Any dedication of streets or adjustments of public rights of way or consolidation or resubdivision of parcels shall require a separate submittal on behalf of the Bulk Terminals Co., or its successors, heirs, assignees, grantees or devisees and approval by the City Council.
4. All applicable official reviews, approvals or permits are required to be obtained by the Bulk Terminals Co., or its successors, heirs, assignees, grantees or devisees.
5. Public service drives or any other public means of ingress or egress shall be adequately designed and paved in accord with the regulations of the Department of Streets and Sanitation and in compliance with the Municipal Code of Chicago to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking permitted within such paved areas. Fire lanes shall be adequately designed and paved in compliance with the Municipal Code of Chicago to provide ingress and egress for emergency vehicles; there shall be no parking within such paved areas.
6. Use of land in Sub-Area "A" will consist of the storage of flammable liquids above ground in tanks and auxiliary uses as provided for in Chapter 60-52 of the Municipal Code of Chicago. Use of land in Sub-Area "B" will consist of manufacturing uses in conformance with the performance standards as set forth in Sections 10.5 to 10.11 inclusive, of the Chicago Zoning Ordinance.
7. The following information sets forth data concerning the property included in said planned development and data concerning a generalized land use plan (site plan) illustrating the development of said property in accordance with the intent and purpose of the Chicago Zoning Ordinance in conformity to the M3-3 zoning district of the Chicago Zoning Ordinance and all other applicable regulations governing capacity limits and safety clearances for flammable liquids tanks as provided for in the Municipal Code of Chicago (as related to Sub-Area "A") and the M2-3 zoning district of the Chicago Zoning Ordinance (as related to Sub-Area "B") and with regulations hereby made applicable thereto.
8. The Plan of Development hereby attached shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Developments," as adopted by the Commissioner of Development and Planning.

Applicant: Bulk Terminals Company
Date: January 15, 1969.

[Maps attached to Plan of Development printed on pages 5587-5590 of this Journal]

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

## New Regulations Prescribed Governing Capacity Limits for Tanks for Storage of Flammable Liquids.

The Committee on Buildings and Zoning submitted the following report:

CHICAGO, May 23, 1969.

*To the President and Members of the City Council:*

Your Committee on Buildings and Zoning begs leave to recommend that Your Honorable Body pass the proposed ordinance transmitted herewith (referred to Your Committee on January 17, 1969) to amend Chapter 60-52 of the Municipal Code of Chicago concerning regulations governing capacity limits for tanks for storage of flammable liquids.

Respectfully submitted,
(Signed) RALPH H. METCALFE,
*Chairman.*

On motion of Alderman Metcalfe said proposed ordinance was *Passed,* by yeas and nays as follows:

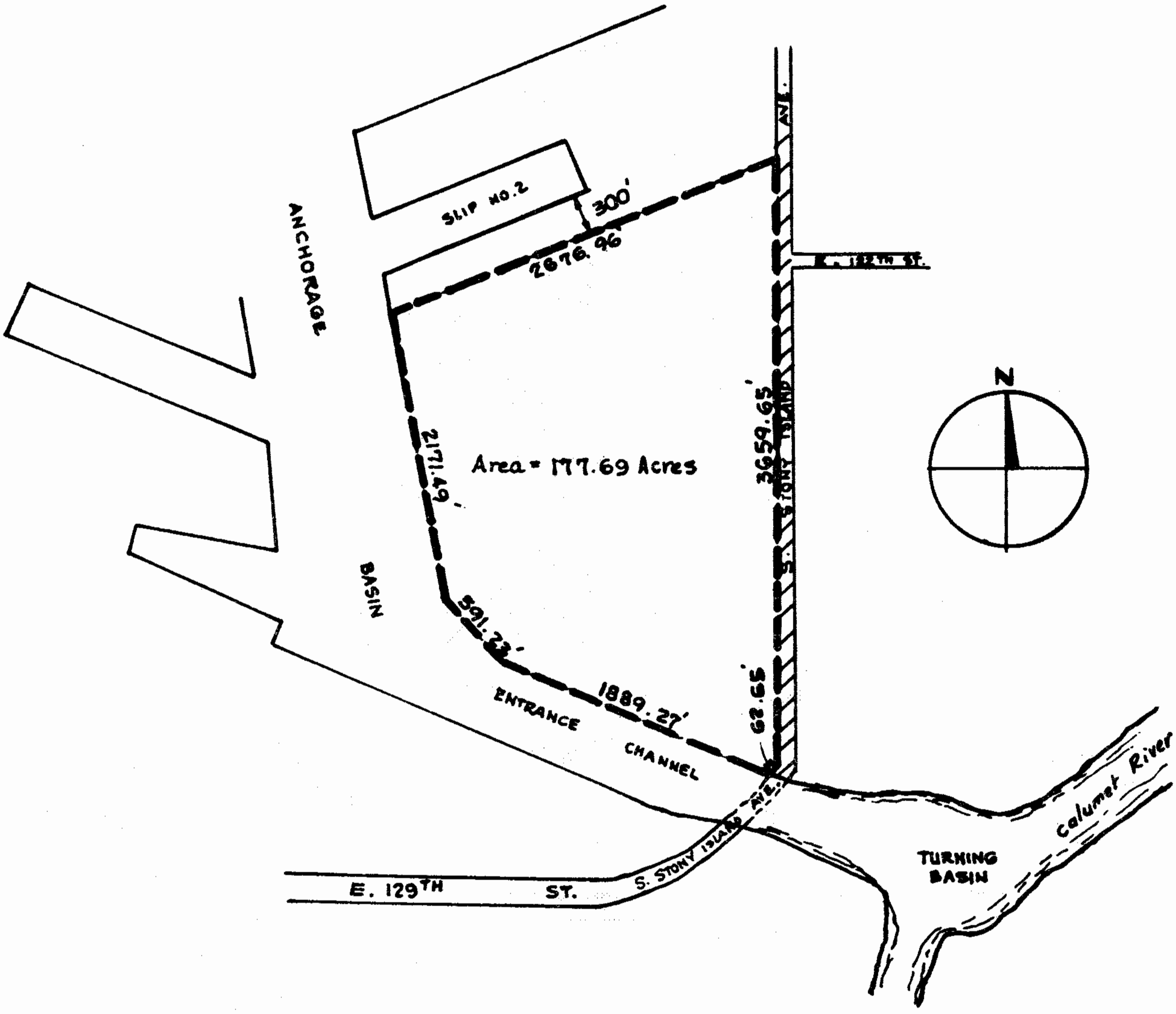
*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, Keane, Gabinski, Sande, Laskowski, Aiello, Casey Cullerton, Laurino, Simon, Scholl, Fried, McCutcheon, Singer, Kerwin, Hoellen, Wigoda—43.

*Nays*—None.

(Continued on page 5591)

# MANUFACTURING PLANNED DEVELOPMENT No. 8 AS AMENDED

## PROPERTY LINE MAP
## AND
## RIGHT OF WAY ADJUSTMENT

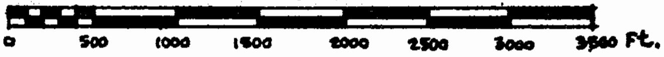

SLIP NO. 2
300'
2876.96'
ANCHORAGE
E. 132ND ST.
N
2171.49'
Area = 177.69 Acres
3659.65'
S. STONY ISLAND AVE.
BASIN
591.23'
1889.27'
62.65'
ENTRANCE
CHANNEL
Calumet River
TURNING BASIN
E. 129TH ST.
S. STONY ISLAND AVE.

## LEGEND

▬ ▬ ▬ PLANNED DEVELOPMENT BOUNDARY

▨ RIGHT OF WAY HERETOFORE DEDICATED

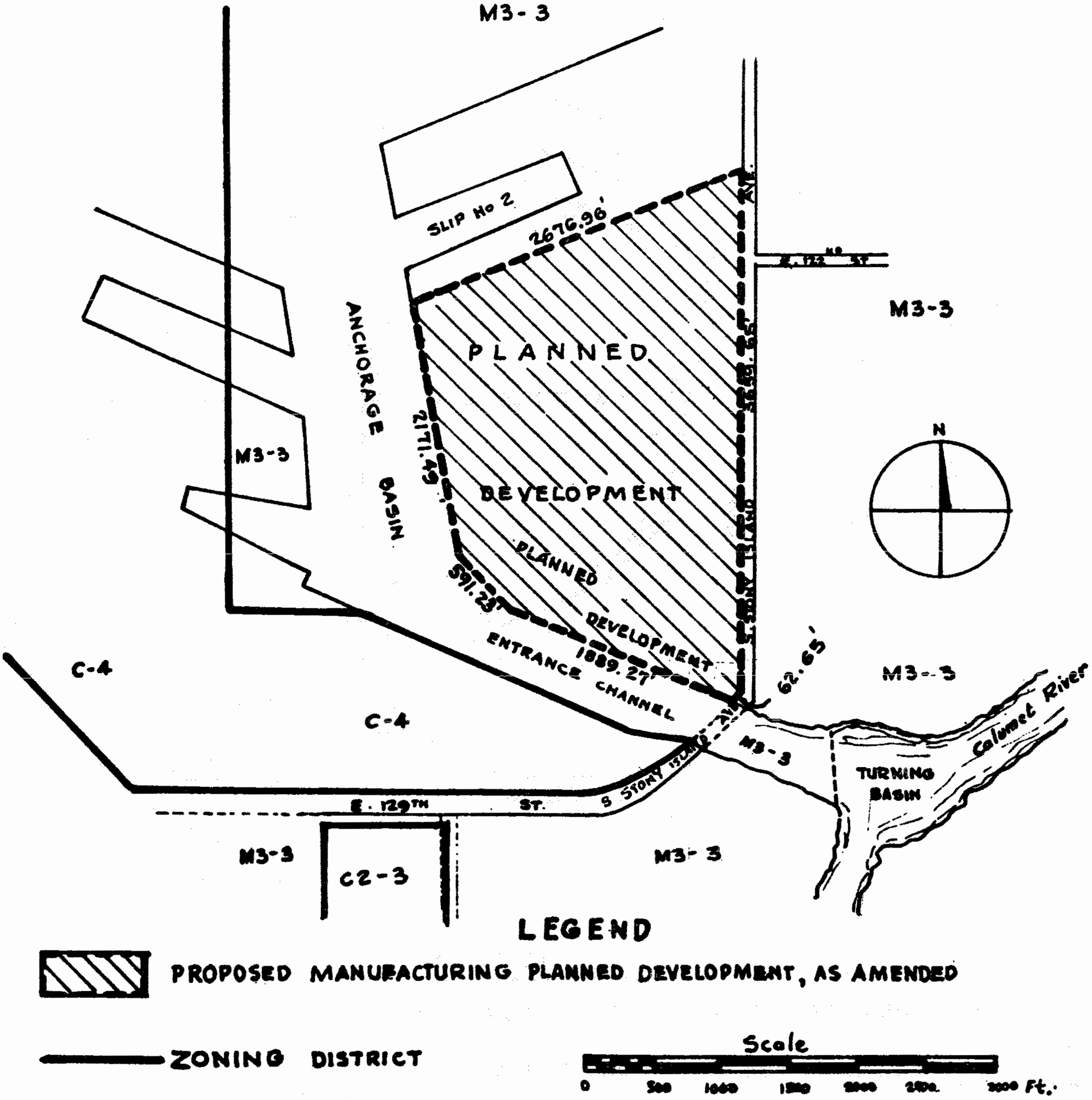
Scale


0
500
1000
1500
2000
2500
3000
3500 Ft.

APPLICANT: BULK TERMINAL COMPANY

DATE: DECEMBER 30th 1968

## MANUFACTURING PLANNED DEVELOPMENT N. 8 AS AMENDED
## EXISTING ZONING
## AND
## PREFERENTIAL STREET SYSTEM

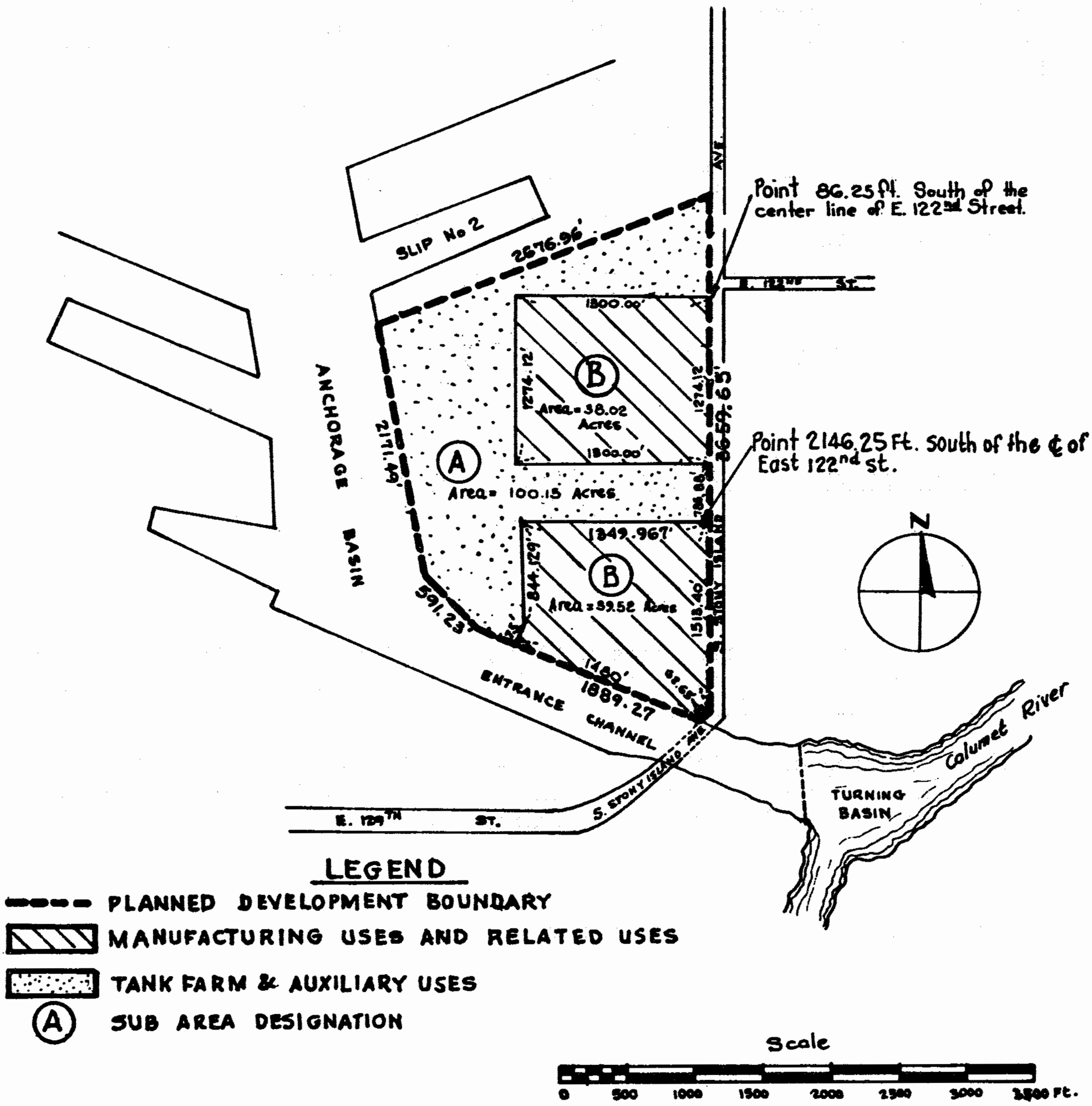

M3-3
SLIP No 2
2676.96'
E. 122ND ST
M3-3
ANCHORAGE BASIN
PLANNED
2171.49'
3689.55'
N
M3-3
DEVELOPMENT
PLANNED DEVELOPMENT
591.23'
1889.27'
ENTRANCE CHANNEL
S. STONY ISLAND AVE.
62.65'
C-4
M3-3
C-4
M3-3
Calumet River
TURNING BASIN
E. 129TH ST.
S STONY ISLAND AVE.
M3-3
C2-3
M3-3
LEGEND
PROPOSED MANUFACTURING PLANNED DEVELOPMENT, AS AMENDED
ZONING DISTRICT
Scale
0
500
1000
1500
2000
2500
3000 Ft.

APPLICANT: BULK TERMINAL COMPANY

DATE: DECEMBER 30, 1968

# MANUFACTURING PLANNED DEVELOPMENT N. 8 AS AMENDED

## GENERALIZED LAND USE PLAN


SLIP No 2
AVE.
Point 86.25 ft. South of the center line of E. 122nd Street.
E. 122ND ST.
2676.96'
1300.00'
1274.12'
B
Area = 38.02 Acres
1300.00'
1274.12
3659.65'
Point 2146.25 Ft. South of the ℄ of East 122nd st.
ANCHORAGE BASIN
2171.49'
A
Area = 100.15 Acres
786.88
1349.967'
844.129'
B
Area = 39.52 Acres
1518.40'
S. STONY ISLAND
591.23'
1480'
1889.27
82.65'
ENTRANCE CHANNEL
S. STONY ISLAND AVE
E. 129TH ST.
N
Calumet River
TURNING BASIN
LEGEND
PLANNED DEVELOPMENT BOUNDARY
MANUFACTURING USES AND RELATED USES
TANK FARM & AUXILIARY USES
A SUB AREA DESIGNATION
Scale
0 500 1000 1500 2000 2500 3000 3500 Ft.

**APPLICANT: BULK TERMINAL COMPANY** **DATE: DECEMBER 30th, 1968**

## MANUFACTURING PLANNED DEVELOPMENT NO. 8, AS AMENDED

## PLANNED DEVELOPMENT USE AND BULK REGULATIONS

| SUB AREA | NET SITE AREA | | GENERAL DESCRIPTION OF LAND USE | MAX. F.A.R. | MAX. % OF LAND COVERED |
|---|---|---|---|---|---|
| | SQ.FT. | ACRES | | | |
| A | 4,362,534.0 | 100.15 | Storage of Flammable Liquids Above Ground In Tanks and Auxiliary Uses. | 0.5 | 20 |
| B | 3,377,642.4 | 77.54 | Manufacturing Uses And Related Uses. | 3.0 | 40 |

GROSS SITE AREA = NET SITE AREA 177.69

MAXIMUM PERMITTED F.A.R. FOR TOTAL NET SITE AREA = 3.0.
(F.A.R. = FLOOR AREA RATIO)

Off-street parking requirements for proposed manufacturing uses shall be provided as authorized by the M 2 General Manufacturing District of the Chicago Zoning Ordinance.

Manufacturing uses within the Planned Development area shall be governed by performance standards as authorized under the M 2 General Manufacturing District of the Chicago Zoning Ordinance.

Applicant: Bulk Terminal Company

Date: December 30, 1968

(Continued from page 5586)

Alderman Marzullo moved to *Reconsider* the foregoing vote. The motion was *Lost*.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That Sub-paragraph entitled "Capacity Limits" of Chapter 60-52 of the Municipal Code of Chicago, as amended, is hereby further amended by deleting therefrom certain language, as contained in brackets below, and by adding certain language in Italic below, as follows:

"The capacity of any tank containing flammable liquids of Class I and Class II shall not exceed 15,000 gallons. The total capacity of tanks in any storage yard for the storage of Class I, II and III flammable liquids shall not exceed 750,000 gallons, and the total capacity of tanks in any storage yard used exclusively for the storage of Class IV flammable liquids shall not exceed 1,500,000 gallons; except that in the area of Lake Calumet, bounded on the North by [Slip #2, on the East by Stony Island Avenue, extended, on the South by the Entrance Basin, and on the West by the Anchorage Basin of Lake Calumet,] *a line 300 feet southeast of and parallel to Slip No. 2 of the Chicago Regional Port District, Lake Calumet Harbor, the west line of S. Stony Island Avenue, a line 86.25 feet south of the Center line of E. 122nd Street or the line thereof if extended where no street exists, a line 1350 feet west of the west line of S. Stony Island Avenue, a line 1360.37 feet south of the Center line of E. 122nd Street or the line thereof if extended where no street exists, the west line of S. Stony Island Avenue, a line 2146.25 feet south of the Center line of E. 122nd Street or the line thereof if extended where no street exists, a line 1399.97 feet west of the west line of S. Stony Island Avenue, a line from a point 1349.97 feet west of the west line of S. Stony Island Avenue and 123 feet northeast of the north line of the Entrance Channel of Lake Calumet Harbor to a point 1480 feet northwest of the west line of S. Stony Island Avenue along the north line of the Entrance Channel of Lake Calumet Harbor, the north line of the Entrance Channel of Lake Calumet Harbor, and the east line of the Anchorage Basin of Lake Calumet Harbor* which area shall be authorized only as a Planned Development in accordance with the provisions of the Chicago Zoning Ordinance, tanks of 2,300,000 gallons or less capacity, containing flammable liquids of Class I, II and III, or tanks of 4,200,000 gallons or less capacity containing flammable liquids of Class IV, with no limitations on storage yard capacity, shall be permitted. Crude oil or any other flammable liquids subject to boil over characteristics, and refining of any flammable liquid are prohibited in this area.

"Packaging or Processing of flammable liquids of Class I or any combination therewith is entirely prohibited in this area. Processing of any flammable liquid in the other classes or any manufacturing is prohibited in this area, except that, in buildings or structures which are at least 400 feet from any storage tank containing flammable liquids of Classes I, II, III or IV, packaging and blending is permissible as to Classes II, III and IV."

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

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### *Action Deferred*—ON PROPOSED ORDINANCES FOR AMENDMENT OF CHICAGO ZONING ORDINANCE TO RECLASSIFY PARTICULAR AREAS.

The Committee on Buildings and Zoning submitted the following report, which was, on motion of Alderman Metcalfe, *Deferred* and ordered published:

CHICAGO, May 23, 1969.

*To the President and Members of the City Council:*

Your Committee on Buildings and Zoning begs leave to recommend that Your Honorable Body pass the proposed ordinances transmitted herewith (referred to Your Committee on November 29, 1968, January 17, March 14, April 9, April 17 and April 25, 1969) to amend the Chicago Zoning Ordinance for the purpose of reclassifying particular areas, as follows:

To classify as a C1-3 Restricted Commercial District instead of a B3-3 General Retail District the area bounded by

W. Madison Street; S. Central Avenue; the alley next south of and parallel to W. Madison Street; and S. Parkside Avenue (Map No. 2-M);

To classify as an M1-1 Restricted Manufacturing District instead of an R3 General Residence District the area bounded by

a line 108 feet south of W. Bloomingdale Avenue; the alley next east of and parallel to N. Kimball Avenue; a line 155 feet south of W. Bloomingdale Avenue; and N. Kimball Avenue (Map No. 5-J);

To classify as a B4-1 Restricted Service District instead of an R3 General Residence District the area bounded by

a line 50 feet north of W. 31st Street; the alley next east of and parallel to S. Drake Avenue; W. 31st Street; and S. Drake Avenue (Map No. 6-J);

To classify as a C2-1 General Commercial District instead of a B4-1 Restricted Service District the area bounded by

a line 356.82 feet north of W. Roscoe Street; the alley next east of and parallel to N. Cicero Avenue; a line 290 feet north of W. Roscoe Street; and N. Cicero Avenue (Map No. 9-K);

To classify as a C1-1 Restricted Commercial District instead of a B4-1 Restricted Service District the area bounded by

W. Cornelia Avenue; the alley next east of and parallel to N. Harlem Avenue; a line 160 feet south of W. Cornelia Avenue; and N. Harlem Avenue (Map No. 9-N);

To classify as a B4-2 Restricted Service District instead of a B3-2 General Retail District the area bounded by

W. 54th Place; the alley next east of and parallel to S. Halsted Street; the alley next south of and parallel to W. 54th Place; and S. Halsted Street (Map No. 12-F);

To classify as an R5 General Residence District instead of an R4 General Residence District the area bounded by

a line 167 feet southeast of Cheltenham Place; a line 200 feet southwest of S. South Shore Drive; the alley next north of and parallel to E. 79th Street; and the alley next southwest of and parallel to S. South Shore Drive (Map No. 18-B);

To classify as a B4-2 Restricted Service District instead of a B4-1 Restricted Service District the area bounded by

a line 250 feet south of W. 81st Street; S. Kedzie Avenue; W. 82nd Street; and the alley next west of and parallel to S. Kedzie Avenue (Map No. 20-J);

To classify as a B5-2 General Service District instead of a B3-2 General Retail District, a B3-3 General Retail District and a C2-2 General Commercial District the area bounded by

E. 92nd Street; the alley next east of and parallel to S. Commercial Avenue; a line 139 feet south of E. 92nd Street; S. Commercial Avenue; the alley next south of and parallel to E. 92nd Street; the alley next west of and parallel to S. Commercial Avenue; S. South Chicago Avenue; and S. Exchange Avenue (Map No. 22-B);

To classify as a B7-7 General Central Business District instead of a B6-7 Restricted Central Business District the area bounded by

a line 51.2 feet north of W. Haddock Place; N. State Street; W. Haddock Place; and a line 80.5 feet west of N. State Street (Map No. 1-F);

To classify as a B5-2 General Service District instead of a B3-3 General Retail District the area bounded by

W. Madison Street; a line 149 feet east of N. Central Avenue; the alley next south of and parallel to W. Madison Street; and N. Central Avenue (Map No. 2-L);

To classify as a B4-2 Restricted Service District instead of an R4 General Residence District the area bounded by

the north line of the right of way of the C.T.A.; N. Damen Avenue; W. Eastwood Avenue; and a line 85 feet west of N. Damen Avenue (Map No. 11-H);

To classify as a C2-2 General Commercial District instead of a B4-2 Restricted Service District the area bounded by

W. Wilson Avenue; N. Kedzie Avenue; a line 262 feet south of W. Wilson Avenue; and the alley next west of and parallel to S. Kedzie Avenue (Map No. 11-J);

To classify as a C1-2 Restricted Commercial District instead of a C1-1 Restricted Commercial District the area bounded by

N. Kilbourn Avenue; the alley next northeast of and parallel to N. Elston Avenue; W. Gunnison Street; and N. Elston Avenue (Map No. 13-K);

To classify as a C1-1 Restricted Commercial District instead of an R3 General Residence District the area bounded by

a line 198 feet 4¾ inches north of W. 62nd Street; the alley next east of and parallel to S. Racine Avenue; W. 62nd Street; and S. Racine Avenue (Map No. 14-G);

To classify as a B4-2 Restricted Service District instead of an R2 Single Family Residence District the area bounded by

the alley next north of and parallel to W. 63rd Place; S. Austin Avenue; W. 63rd Place; and the alley next west of and parallel to S. Austin Avenue (Map No. 16-M);

These recommendations were concurred in by 7 members of the committee with no dissenting vote, with the exception of the ordinance to rezone the area on Map No. 11-H (north line of the right of way of the C.T.A., N. Damen Avenue, etc.) the recommendation on which was concurred in by 6 members of the committee with 1 dissenting vote.

Respectfully submitted,

(Signed) RALPH H. METCALFE,
*Chairman.*

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### *Action Deferred*—ON PROPOSED ORDINANCES FOR AMENDMENT OF CHICAGO ZONING ORDINANCE TO RECLASSIFY PARTICULAR AREAS *(Adverse Committee Recommendations)*.

The Committee on Buildings and Zoning submitted the following report, which was, on motion of Alderman Metcalfe, *Deferred* and ordered published:

CHICAGO, May 23, 1969.

***To the President and Members of the City Council:***

Your Committee on Buildings and Zoning begs leave to recommend that Your Honorable Body *DO NOT PASS* the proposed ordinances transmitted herewith (referred on April 9, April 17, and April 25, 1969) to amend the Chicago Zoning Ordinance for the purpose of reclassifying particular areas, as follows:

To classify as an R5 General Residence District instead of an R4 General Residence District the area bounded by

W. Maypole Avenue; a line 278.35 feet east of the alley next east of and parallel to N. California Avenue; W. Washington Boulevard; a line 187.23 feet east of N. California Avenue; the alley next north of and parallel to W. Washington Boulevard; and the alley next east of and parallel to N. California Avenue (Map No. 1-I);

To classify as a B4-3 Restricted Service District instead of an R5 General Residence District the area bounded by

a line 36 feet south of E. 31st Street; S. Dr. Martin Luther King, Jr. Drive; a line 180 feet south of E. 31st Street; and S. Calumet Avenue (Map No. 8-E);

To classify as an R4 General Residence District instead of an R3 General Residence District the area bounded by

the alley next north of and parallel to W. Byron Street; a line 150 feet east of N. Lamon Avenue; W. Byron Street; and N. Lamon Avenue (Map No. 9-L);

To classify as a C2-2 General Commercial District instead of a B2-2 Restricted Retail District the area bounded by

W. Montrose Avenue; the alley next west of and parallel to N. Damen Avenue; the alley next south of and parallel to W. Montrose Avenue; and a line 140 feet west of the alley next west of and parallel to N. Damen Avenue (Map No. 11-H);

To classify as an R5 General Residence District instead of an R3 General Residence District the area bounded by

the alley next north of and parallel to W. Garfield Boulevard; S. May Street; W. Garfield Boulevard; and a line 139 feet 4½ inches west of S. May Street (Map No. 12-G);

To classify as an R4 General Residence District instead of an R2 Single Family Residence District the area bounded by

a line 215 feet north of W. Evelyn Lane; a line 115 feet west of N. Delphia Avenue; W. Evelyn Lane; and a line 230 feet west of N. Delphia Avenue (Map No. 13-P);

To classify as a B2-1 Restricted Retail District instead of an R3 General Residence District the area bounded by

W. Monterey Avenue; S. Hermosa Avenue; the alley next south of and parallel to W. Monterey Avenue; and a line 155 feet west of S. Hermosa Avenue (Map No. 28-H);

To classify as a C1-1 Restricted Commercial District instead of an R2 Single Family Residence District the area bounded by

a line 150 feet north of W. 117th Street; S. Vincennes Avenue; W. 117th Street; and the alley next northwest of and parallel to S. Vincennes Avenue (Map No. 28-H);

To classify as an R4 General Residence District instead of an R1 Single Family Residence District the area bounded by

W. 111th Place; a line 150 feet east of S. Western Avenue; a line 131.8 feet south of W. 111th Place; a line 100 feet east of S. Western Avenue; W. 112th Street; and S. Western Avenue (Map No. 28-H);

To classify as a B4-1 Restricted Service District instead of an R3 General Residence District the area bounded by

the alley next north of and parallel to W. 87th Street; S. Komensky Avenue; W. 87th Street; and S. Karlov Avenue (Map No. 20-K);

To classify as a B4-4 Restricted Service District instead of a B3-4 General Retail District the area bounded by

E. 70th Place; S. South Shore Drive; a line 137 feet south of E. 70th Place; and a line 100 feet west of S. South Shore Drive (Map No. 16-C).

These recommendations were concurred in by 7 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) Ralph H. Metcalfe,
*Chairman.*

### *Action Deferred*—on Proposed Ordinance for Amendment of Subsection 8.4-1 (5) of Chapter 194A of Chicago Zoning Ordinance, Concerning "Nursing Homes and Convalescent Homes".

The Committee on Buildings and Zoning submitted the following report, which was, on motion of Alderman Metcalfe, *Deferred* and ordered published:

Chicago, May 23, 1969.

***To the President and Members of the City Council:***

Your Committee on Buildings and Zoning, having had under consideration a proposed ordinance together with an application from Mr. Lawrence A. Chez, 22 W. Madison Street, Chicago (referred on December 20, 1968) to amend Subsection 8.4-1(5) of Chapter 194A of the Municipal Code of Chicago, the Chicago Zoning Ordinance, to include "Nursing Homes and Convalescent Homes" as Special Uses in B1-1 to B1-5 Local Retail Districts, begs leave to recommend that Your Honorable Body do pass the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 7 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) Ralph H. Metcalfe,
*Chairman.*

The following is the proposed ordinance transmitted with the foregoing committee report:

Be It Ordained by the City Council of the City of Chicago:

*Section 1.* That Subsection 8.4-1(5) of Chapter 194A of the Municipal Code of Chicago, the Chicago Zoning Ordinance, hereby is amended by deleting therefrom certain language, as contained in brackets below, and by adding certain language, in Italic below, as follows:

["(5) Hospitals and Sanitariums."]

*"(5) Hospitals, Sanitariums, Convalescent Homes, and Nursing Homes."*

*Section 2.* This ordinance shall be in force and effect from and after its passage and due publication.

### *Action Deferred*—on Proposed Orders for Issuance of Permits for Erection of Illuminated Signs.

The Committee on Buildings and Zoning submitted the following report, which was, on motion of Alderman Metcalfe, *Deferred* and ordered published:

Chicago, May 23, 1969.

***To the President and Members of the City Council:***

Your Committee on Buildings and Zoning begs leave to recommend that Your Honorable Body do pass the proposed orders transmitted herewith (referred on April 9, 1969) to authorize the issuance of permits for the erection and maintenance of illuminated signs, as follows:

| *Permittee* | *Location* | *Dimensions* |
|---|---|---|
| Shell Oil Company | 72 W. Congress Street | (180 square feet) |
| Shell Oil Company | 7859 S. State Street | 12'0"x12'0" (144 square feet) |
| Ability Transmissions | 3301 N. Harlem Avenue | 10'0"x11'2" (112 square feet) |

These recommendations were concurred in by 7 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) Ralph H. Metcalfe,
*Chairman.*

## COMMITTEE ON FEDERAL AND STATE LEGISLATION.

### *Action Deferred*—on Recommendations Made to General Assembly as to Bills Affecting City of Chicago.

The Committee on Federal and State Legislation submitted the following report, which was, at the request of two aldermen present (Alderman Scholl and Alderman Hoellen) *Deferred* and ordered published:

CHICAGO, May 26, 1969.

*To the President and Members of the City Council:*

Your Committee on Federal and State Legislation, having under consideration Bills pending in the General Assembly of the State of Illinois which affect the City of Chicago, begs leave to make the following recommendations:

That the City Council approve and respectively petition the General Assembly of the State of Illinois to enact into law—

| | |
|---|---|
| HOUSE BILL 1794 | Amends Illinois Municipal Code. Specifies that appeals to Zoning Board of Appeals must be taken within 30 days. |
| HOUSE BILL 1795 | Amends "Local Government and Governmental Employees Tort Immunity Act". Requires that notice of lawsuit against local government include name and address of treating hospital. |
| HOUSE BILL 1798 | Amends the Motor Vehicle Law. Provides that in cities of over 500,000 population, law enforcement agencies are not required to notify the Department of Public Safety of the impounding of vehicles, may notify the owners thereof by first class mail, and may dispose of such vehicle within 15 days of such Notice. |
| HOUSE BILL 1800 | Amends the Criminal Code. Provides the same restrictions for the sale of tear gas guns and containers and "Mace" sprayers as for firearms, and provides for the registration of their sale. |
| HOUSE BILL 1801 | Amends the Liquor Control Act. Provides that upon revocation or suspension of a liquor license by the Local Liquor Commissioner, the licensee shall cease business until the revocation or suspension is reversed by the appropriate appeal commission, irrespective of the size of the City where located. |
| HOUSE BILL 1803 | Amends Section 7-1-9 of the Illinois Municipal Code by providing for automatic disconnection of municipally owned property lying within another municipality when said territory is annexed by the owning municipality. |
| HOUSE BILL 1804 | Amends Section 11-101-2 of the Illinois Municipal Code to allow the vacation of roads, highways, streets, alleys or parts thereof in incorporated territory lying within an airport area or any enlargement thereof. |
| HOUSE BILL 1805 | Amends the Explosive Law. Provides that dealers in explosives keep detailed records as to the buyer of explosives, place of delivery and vehicle by which such explosives are transported. |
| HOUSE BILL 1807 | Amends Article 9 Division 2 of Illinois Municipal Code. Provides for additional power and procedures relative to annual assessment for maintenance and operation costs of pedestrian malls and parking facilities for commercial or shopping center improvements. |
| HOUSE BILL 1810 | Amends the Criminal Code. Makes it a crime for an organization or a publication to represent, without permission, in its title that it is associated with the Chicago Police Department. |
| HOUSE BILL 1812 | Amends Act relating to waterworks certificates of indebtedness. Provides for an increase in the interest rate of the certificates to a maximum of 6%. |
| HOUSE BILL 1815 | Amends Act relating to Eminent Domain. Provides that the City of Chicago be granted the right to institute quick-take proceedings in eminent domain. |
| HOUSE BILL 1816 | Amends "An Act in relation to zoning to eliminate airport hazards" by correcting the reference to the Federal regulations referred to therein. |
| HOUSE BILL 1817 | Amends Pension Code relating to Laborers' and Retirement Board Employees' Annuity and Benefit Fund in Cities over 500,000. Changes maximum annuity from 60% to 70% of average salary for 36 years service before age 60. Provides for employee retiring before age 60 to receive 1½% automatic increase in annuity after retirement. Provides for tax levy of amount not to exceed 1.1 times contributions of employees made 2 years before tax levy. Provides refund of deductions made after age 65 to widow of employee dying in service after 65 with less than 20 years service credit. Prevents consideration of earnings in more than one retirement system for annuity purposes. |
| HOUSE BILL 1818 | Amends Pension Code relating to Laborers' and Retirement Board Employees' Annuity and Benefit Fund in Cities over 500,000. Provides automatic 1½% increase in annuity for retired participants after age 65 who complete 20 years service credit, and who retired at age 55 or over who do not qualify for automatic increase in annuity and who contribute 1% of amount of final monthly salary times the number of full years of service on which annuity is based. Provides for cost to be met to extent money is available from interest earn- |

| | |
|---|---|
| | ings on the funds' assets over 4% a year, plus contributions. |
| House Bill 1819 | Amends Illinois Municipal Code. Permits the annexation of any unincorporated territory containing 120 acres or less, rather than 60 acres or less under the present law, which is wholly bordered by one or more municipalities, or is wholly bordered by one or more municipalities and a river or lake. |
| House Bill 1820 | Amends an Act to suppress the selling, etc., to minor children of any paper or publication devoted to illustrating or describing immoral deeds. Defines the purpose of the publications to be prescribed and makes intent an element of the offense. |
| House Bill 1821 | Amends the "Child Protection Act". Makes it mandatory that physicians report suspected cases of child-abuse to the local police. |
| House Bill 2006 | Amends Illinois Municipal Code. Increases the possible indebtedness on bonds for Chicago Working Cash Fund from \$8,000,000 to \$20,000,000. Interest rate from 4% to 6½%. |
| House Bill 2008 | Amends Illinois Municipal Code. Permits up to nine (9) month probationary period for probationary employees of municipalities with a population of more than 500,000 inhabitants. Emergency. |
| House Bill 2011 | Amends Election Code. Disenfranchises persons convicted of penitentiary offense only during the time confined in the penitentiary. |
| House Bill 2012 | Amends Code of Criminal Procedure. Limits disenfranchisement of persons convicted of crimes to time confined in penitentiary. |
| House Bill 2148 | Amends the Park District Code. Increases the maximum permissible tax levy for municipal recreation purposes from .0667 to .09%. Permits a city, village or incorporated town to merge with a Park District when the greater portion of its land area is within the district. Under present law the entire city, village or incorporated town must be within the district if there is to be a merger. |
| House Bill 2358 | Amends the Municipal Code. Adds Division which empowers municipal corporate authorities to bring about improved racial and ethnic group relations by promulgating regulations, establishing various programs and other methods. |
| House Bill 2419 | Amends an Act in regard to judgment and decrees by authorizing municipalities to levy against personal or real property without any restriction as to priority. |
| House Bill 2550 | An Act relating to local governments. Provides for the creation of Urban Transportation Districts within municipalities and defines their rights, powers and duties. |
| House Bill 2571 | Authorizes the Governor and mayors to declare a state of emergency upon the occurrence of disaster, rioting, catastrophe or other emergency endangering life and property for which the ordinary processes of government are inadequate and to promulgate special rules and regulations to be in effect during such emergency. Provides for public notice of the state of emergency and for immunity from civil and criminal liability for all persons engaged in the protection of life or property or the maintenance or restoration of public peace or safety. |
| House Bill 2641 | An Act to authorize municipalities to sell air rights over public improvements for private development. |
| Senate Bill 888<br>(H.B. 1884) | Provides opportunity for Chicago policemen to make pension contributions based on actual salary received. Provides policemen assigned to a noncivil service position within 3 years of retirement and who has not previously qualified for and elected to have contributions deducted in accordance with provisions of this section, shall not qualify for benefits. |

That the City Council disapprove and respectively petition the General Assembly of the State of Illinois not to enact into law—

| | |
|---|---|
| House Bill 1775 | Amends Municipal Code provisions relating to group insurance programs for employees. Provides that municipality may pay total cost of such insurance. Clarifies eligibility of an employee's dependents. |
| House Bill 1872 | Amends Illinois Municipal Code. Reduces to ½ of 1% (now ¾ of 1%) the rate at which a municipality may levy the municipal retailers' occupation and service occupation taxes beginning January 1, 1970. (Companion to House Bill 1870.) |
| House Bill 2348 | Amends Municipal Code. Gives mayor power to declare a building or structure unsafe and order it demolished if the building or structure has been rendered unsafe by fire, flood, etc. |

These recommendations were concurred in by a majority vote of the committee.

Respectfully submitted,

(Signed) N. J. Bohling,
*Chairman.*

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## COMMITTEE ON LOCAL INDUSTRIES, STREETS AND ALLEYS.

### Public Alley Vacated in Block Bounded by W. Englewood Av., W. 63rd St., S. Halsted Parkway and S. Emerald Drive.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass a proposed ordinance (which was drafted and submitted in compliance with an order passed on March 6, 1967, page 8578) for the vacation of all of the east-west 16-foot public alley in the block bounded by W. Englewood Avenue, W. 63rd Street, S. Halsted Parkway and S. Emerald Drive.

On motion of Alderman Sain said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Fried, McCutcheon, Singer, Kerwin, Hoellen, Wigoda—43.

*Nays*—None.

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of public alley described in the following ordinance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That all of the East-West Sixteen (16) foot public alley lying South of and adjoining the South line of Lots Seven (7) to Thirteen (13), both inclusive, lying North of and adjoining the North line of Lots Thirty-four (34) to Forty (40), both inclusive, lying East of and adjoining a line drawn from the Southwest corner of said Lot Thirteen (13) to the Northwest corner of said Lot Thirty-four (34), said described line being the East line of S. Emerald Drive opened by Resolution adopted by the City Council on November 15, 1968, and lying West of and adjoining a line drawn from a point on the North line of said Lot Seven (7), Four and Forty-one Hundredths (4.41) feet West of the Northeast corner of said Lot, to a point on the South line of said Lot Forty (40), Four and Forty-seven Hundredths (4.47) feet West of the Southeast corner of said Lot, said described line being the West line of S. Halsted Parkway opened by Resolution adopted by the City Council on November 15, 1968, all in Block Five (5) of Hoyt, Canfield and Matteson's Subdivision of the South Half (S.½) of the Southwest Quarter (S.W.¼) of the Southwest Quarter (S.W.¼) of Section Sixteen (16), Township Thirty-eight (38) North, Range Fourteen (14) East of the Third Principal Meridian; said public alley herein vacated being further described as all of the East-West public alley in the block bounded by W. Englewood Avenue, W. 63rd Street, S. Halsted Parkway and S. Emerald Drive, as colored in red and indicated by the words "TO BE VACATED" on the plat hereto attached, which plat for greater certainty is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The vacation herein provided for is made upon the express condition that within six (6) months after the passage of this ordinance, Sears Roebuck and Company shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to said owner of part of the property abutting said public alley hereby vacated, the sum of six thousand eight hundred and no/100 dollars ($6,800.00), which sum in the judgment of this body will be equal to such benefits; the City of Chicago being the owner of the remaining property abutting said public alley hereby vacated; and further, the City of Chicago shall within six (6) months after the passage of this ordinance, file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance.

SECTION 3. This ordinance shall take effect and be in full force and effect from and after its passage and approval, subject however, to the conditions of Section Two (2) hereof.

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### Part of N. Ogden Av. and Adjacent Public Alleys Vacated in Block Bounded by W. North Av., W. Eugenie St., N. Mohawk St. and N. Larrabee St.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass a proposed ordinance (which was drafted and submitted in compliance with an order passed on March 6, 1967, page 8581) for the vacation of all that part of N. Ogden Avenue between N. Mohawk Street and N. Larrabee Street and north of W. North Avenue, together with all of the public alleys in the block bounded by W. North Avenue, W. Eugenie Street, N. Mohawk Street and N. Larrabee Street.

On motion of Alderman Sain said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Fried, McCutcheon, Singer, Kerwin, Hoellen, Wigoda—43.

*Nays*—None.

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public street and public alleys described in the following ordinance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That all that part of N. Ogden Avenue opened by Condemnation Proceedings as per ordinance passed by the City Council February 18, 1919, Order of Possession March 1, 1945, County Court General No. 42162, being all of Lots One (1), Two (2), Three (3), Ninety-seven (97), Ninety-eight (98) and One Hundred Five (105) and all those parts of Lots Four (4), Five (5), Ninety-nine (99), One Hundred (100), One Hundred One (101), One Hundred Two (102) and One Hundred Three (103) lying Northwesterly of a line drawn through a point in the South line of W. Eugenie Street, Five and Forty-three Hundredths (5.43) feet East of the East line of N. Meyer Avenue and through a point in the North line of W. North Avenue, Thirty-one (31) feet East of the East line of N. Larrabee Street, also all those parts of Lots Ninety (90), Ninety-one (91), Ninety-two (92), Ninety-three (93), Ninety-four (94), Ninety-five (95), Ninety-six (96), One Hundred Six (106), One Hundred Seven (107), One Hundred Eight (108), One Hundred Nine (109), One Hundred Ten (110) and One Hundred Eleven (111) lying Southeasterly of a line drawn through a point in the South line of W. Eugenie Street, Forty-six and Fifty-one Hundredths (46.51) feet East of the East line of N. Mohawk Street and through a point in the East line of N. Larrabee Street, One Hundred Thirty-three and Nine Hundredths (133.09) feet North of the North line of W. North Avenue; also all of the East-West Fifteen (15) foot public alley and all of the North-South Twenty (20) foot public alley including those parts of said alleys now lying within N. Ogden Avenue, all adjoining Lots One (1) to Eleven (11), both inclusive, and adjoining Lots Eighty-five (85) to One Hundred Twenty-four (124), both inclusive, except that part of said North-South public alley adjoining Lot One Hundred Four (104) vacated by ordinance passed by the City Council February 24, 1926 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, April 23, 1926 as Document No. 9250457, all in C. J. Hull's Subdivision of Block Fifty-three (53) in Canal Trustees' Subdivision of the North Half (N.½) and the North Half (N.½) of the Southeast Quarter (S.E.¼) and the East Half (E½) of the Southwest Quarter (S.W.¼) of Section Thirty-three (33), Township Forty (40) North, Range Fourteen (14) East of the Third Principal Meridian; said part of public street and public alleys herein vacated being further described as all that part of N. Ogden Avenue lying between N. Mohawk Street and N. Larrabee Street and North of W. North Avenue, together with all of the public alleys in the block bounded by W. North Avenue, W. Eugenie Street, N. Mohawk Street and N. Larrabee Street, as colored in red and indicated by the words "TO BE VACATED" on the plat hereto attached, which plat for greater certainty is hereby made a part of this ordinance, be and the same are hereby vacated and closed, except for such rights as are reserved to the City of Chicago and public and quasi-public utility agencies by Section Two (2) hereof, inasmuch, as the same with the exception of the reservations contained in Section Two (2) hereof, are no longer required for public use and the public interest will be subserved by such vacations.

SECTION 2. The City of Chicago hereby reserves for itself and for the benefit of such public and quasi-public utility agencies as may be involved, easements to maintain in the part of public street and public alleys as herein vacated, the existing municipally-owned service facilities and public and quasi-public utility facilities at their present locations in the part of public street and public alleys as herein vacated, and to repair and operate such facilities and utilities; the easement with respect to each such facility to remain in effect until, and to terminate upon, the abandonment or release of such facility or the relocation of such facility outside the part of public street and public alleys as herein vacated, in accordance with plans to be approved by the City of Chicago in case of a municipally-owned service facility, or to be approved by the public or quasi-public agency involved in the case of other service facilities.

SECTION 3. The vacations herein provided for are made upon the express condition that within six (6) months after the passage of this ordinance, La Salle National Bank, Trustee, Trust No. 16459 shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to said owner of part of the property abutting said part of public street and public alleys hereby vacated, the sum of one thousand and no/100 dollars ($1,000.00), which sum in the judgment of this body will be equal to such benefits; the City of Chicago being the owner of the balance of the land abutting said part of public street and public alleys hereby vacated; and further, the City of Chicago shall within six (6) months after the passage of this ordinance file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance.

SECTION 4. This ordinance shall take effect and be in full force and effect from and after its passage and approval, subject however to the conditions of Section Three (3) hereof.

## COMMITTEE ON TRAFFIC AND PUBLIC SAFETY.

### Portion of N. Ravenswood Av. Designated as Service Drive.

The Committee on Traffic and Public Safety submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (as a substitute for a proposed order referred to the committee on April 17, 1969):

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 27-306 of the Municipal Code of Chicago, a portion of the street below is hereby designated as a Service Drive; and further pursuant to said section diagonal parking is hereby permitted in said newly designated location:

| | |
|---|---|
| N. Ravenswood Avenue (east leg) | From W. Irving Park Road to W. Berteau Avenue. |

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

On motion of Alderman Wigoda said substitute proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Fried, McCutcheon, Singer, Kerwin, Hoellen, Wigoda—43.

*Nays*—None.

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### Parking-Meter Zones Established on Portions of Certain Streets.

The Committee on Traffic and Public Safety submitted reports recommending that the City Council pass three proposed ordinances transmitted therewith (as substitutes for a proposed order and proposed ordinances previously referred to the Committee on April 9, 1969) in reference to the establishment of parking-meter zones at sundry locations.

On separate motions made by Alderman Wigoda *each* of the said substitute proposed ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Fried, McCutcheon, Singer, Kerwin, Hoellen, Wigoda—43.

*Nays*—None.

Said ordinances as passed read repectively as follows (the Italic heading in each case not being a part of the ordinance):

*N. Central Park Av. "Milwaukee-Kimball-Diversey Area No. 41" (Project LOG).*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 27-415 of the Municipal Code of Chicago, parking-meter zones are hereby established on the following street, within the limits indicated:

| *Street* | *Limits* |
|---|---|
| N. Central Park Avenue (west side) | From W. George Street to W. Oakdale Avenue |

The portion of street above designated and shown in detail and particularity on the plans and drawings filed with the Bureau of Street Traffic shall be added to and constitute a part of the "Milwaukee-Kimball-Diversey Area No. 41" (Project LOG).

SECTION 2. Pursuant to Section 27-328 of said Code, parking in such parking-meter zones shall be limited to one hour during the period between eight o'clock a.m. and six o'clock p.m. on Tuesday, Wednesday, Friday and Saturday of each week and during the period between eight o'clock a.m. and nine o'clock p.m. on Monday and Thursday of each week, except when any such day is a holiday as defined in Section 27-200 of said Code.

Provided, however, that whenever the Commissioner of Streets and Sanitation, on the basis of a traffic engineering survey, determines that parking in certain specified meter stalls in the said meter area should be limited to a lesser or greater period of time, he may designate the particular meters and the limit applicable thereto. The limited time meters in such meter stalls shall be conspicuously marked so as to clearly distinguish them from the hourly meters.

SECTION 3. Pursuant to Section 27-328 of said Code, fees for parking in such parking-meter zones, during the periods of time parking is limited to one hour, shall be five cents for one hour, or any part thereof, not to exceed a total of one hour.

SECTION 4. Pursuant to Section 27-410 of said Code, freight curb loading zones are hereby established in such parking-meter zones as shown in said plans and drawings filed herewith.

SECTION 5. Pursuant to Section 27-410 of said Code, parking in each freight curb loading zone shall be limited to the time and purpose designated in Section 27-325 of said Code, during the periods of time parking is limited to one hour in the parking-meter zone located adjacent thereto.

SECTION 6. All ordinances and parts of ordinances in conflict herewith are hereby repealed or modified to the extent of such conflict.

SECTION 7. This ordinance shall take effect and be in force from and after its passage and publication.

*N. Keeler Av. "Pulaski-North Area No. 21" (Project PN).*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 27-415 of the Municipal Code of Chicago, parking-meter zones are hereby established on the following street within the limits indicated:

| *Street* | *Limits* |
|---|---|
| N. Keeler Avenue (both sides) | From W. North Avenue to the first alley north and first alley south thereof. |

The portion of street above designated and shown in detail and particularity on the plans and drawings filed with the Bureau of Street Traffic shall be added to and constitute a part of the "Pulaski-North Area No. 21" (Project PN).

SECTION 2. Pursuant to Section 27-328 of said Code, parking in the parking-meter zones shall be limited to two hours during the period between eight o'clock a.m. and six o'clock p.m. on Tuesday, Wednesday, Friday and Saturday of each week and during the period between eight o'clock a.m. and nine o'clock p.m. on Monday and Thursday of each week, except when any such day is a holiday as defined in Section 27-200 of said Code.

Provided, however, that whenever the Commissioner of Streets and Sanitation on the basis of a traffic engineering survey, determines that parking in certain specified meter stalls in the said meter area should be limited to a lesser or greater period of time, he may designate the particular meters and the time limit applicable thereto. The limited time meters in such meter stall shall be conspicuously marked so as to clearly distinguish them from the hourly meters.

SECTION 3. Pursuant to Section 27-328 of said Code, fees for parking in such parking-meter zones, during the periods of time parking is limited to two hours, shall be five cents for one hour, or any part thereof, not to exceed two hours.

SECTION 4. Pursuant to Section 27-410 of said Code, freight curb loading zones are hereby established in such parking-meter zones as shown on said plans and drawings filed herewith.

SECTION 5. Pursuant to Section 27-410 of said Code, parking in each freight curb loading zone shall be limited to the time and to the purposes designated in Section 27-325 of said Code, during the periods of time parking is limited to two hours in the parking-meter zone located adjacent thereto.

SECTION 6. All ordinances and parts of ordinances in conflict herewith are hereby repealed or modified to the extent of such conflict.

SECTION 7. This ordinance shall take effect and be in force from and after its passage and publication.

*N. Wells St. "Near North Side Area No. 107" (Project NNS(S)).*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 27-415 of the Municipal Code of Chicago, parking-meter zones are hereby established on the following street within the limits indicated:

| *Street* | *Limits* |
|---|---|
| N. Wells Street (both sides) | From W. Illinois Street to W. Hubbard Street. |

The portion of street above designated and shown in detail and particularity on the plans and drawings filed with the Bureau of Street Traffic shall be added to and constitute a part of the "Near North Side Area No. 107" (Project NNS(S)).

SECTION 2. Pursuant to Section 27-328 of said Code, parking in the parking-meter zones shall be limited to two hours during the period between eight o'clock a.m. and six o'clock p.m. on Monday through Saturday of each week, except when any such day is a holiday as defined in Section 27-200 of said Code.

Provided, however, that whenever the Commissioner of Streets and Sanitation on the basis of a traffic engineering survey, determines that parking in certain specified meter stalls in the said meter area should be limited to a lesser or greater period of time, he may designate the particular meters and the time limit applicable thereto. The limited time meters in such meter stall shall be conspicuously marked so as to clearly distinguish them from the hourly meters.

SECTION 3. Pursuant to Section 27-328 of said Code, fees for parking in such parking-meter zones, during the periods of time parking is limited to two hours, shall be five cents for each one-half hour, or any part thereof, not to exceed a total of two hours.

SECTION 4. Pursuant to Section 27-410 of said Code, freight curb loading zones are hereby established in such parking-meter zones as shown on said plans and drawings filed herewith.

SECTION 5. Pursuant to Section 27-410 of said Code, parking in each freight curb loading zone shall be limited to the time and to the purposes designated in Section 27-325 of said Code during the periods of time parking is limited to two hours in the parking meter zone located adjacent thereto.

SECTION 6. Parking shall be prohibited in each freight curb loading zone during the periods of time parking is prohibited in the parking meter zone located adjacent thereto.

SECTION 7. All ordinances and parts of ordinances in conflict herewith are hereby repealed or modified to the extent of such conflict.

SECTION 8. This ordinance shall take effect and be in force from and after its passage and publication.

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### Regulations Prescribed or Discontinued in Reference to Parking of Vehicles on Sundry Streets.

The Committee on Traffic and Public Safety submitted reports recommending that the City Council pass seven proposed ordinances transmitted therewith (as substitutes for proposed ordinances previously referred to the committee or recommended by the Commissioner of Streets and Sanitation) in reference to the parking of vehicles on sundry streets.

On separate motions made by Alderman Wigoda *each* of the said substitute proposed ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Fried, McCutcheon, Singer, Kerwin, Hoellen, Wigoda—43.

*Nays*—None.

Said ordinances as passed read repectively as follows (the Italic heading in each case not being a part of the ordinance):

*Prohibitions at All Times against Parking of Vehicles.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 27-413 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle at any time upon the following public ways in the areas indicated:

| *Public Way* | *Area* |
|---|---|
| S. Charles Street (both sides) | From W. 103rd Street to W. 104th Street; |
| E. Chestnut Street (north side) | From N. Michigan Avenue to N. Seneca Street; |
| N. Clarendon Avenue (east side) | From a point 35 feet south of W. Leland Avenue to a point 115 feet south thereof; |
| E. Delaware Place (south side) | From N. Michigan Avenue to N. Seneca Street; |
| W. Division Street (both sides) | From a point 150 feet west of N. Halsted Street to a point 150 feet east of N. Halsted Street; |
| W. 82nd Street (south side) | From S. Western Avenue to S. Artesian Avenue; |
| E. 59th Street (south side) | From a point 225 feet west of S. Ellis Avenue to a point 155 feet west thereof; |
| E. 59th Street (south side) | From a point 520 feet west of S. Ellis Avenue to a point 185 feet west thereof; |
| S. Loomis Street (both sides) | From W. 103rd Place to W. 104th Street; |
| W. 104th Street (both sides) | From S. Loomis Street to S. Charles Street; |

| *Public Way* | *Area* |
|---|---|
| W. 79th Street (south side) | From a point 115 feet west of S. Pulaski Road to a point 170 feet west thereof. |

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

### *Discontinuance of Parking Prohibitions at All Times on Portions of Sundry Streets.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the ordinance passed March 10, 1964, printed on page 2282 of the Journal of the Proceedings of said date, prohibiting parking of vehicles at all times on portions of sundry streets, be and the same is hereby amended by striking therefrom the following:

| | |
|---|---|
| S. Charles Street (east side) | From W. 103rd Street to W. 104th Street. |

SECTION 2. That the ordinance passed June 15, 1962, printed on page 7298 of the Journal of the Proceedings of said date, prohibiting parking of vehicles at all times on portions of sundry streets, be and the same is hereby amended by striking therefrom the following:

| | |
|---|---|
| S. Loomis Street (east side) | From W. 103rd Place to W. 104th Street. |

SECTION 3. That the ordinance passed June 19, 1968, printed on page 3110 of the Journal of the Proceedings of said date, prohibiting parking of vehicles at all times on portions of sundry streets, be and the same is hereby amended by striking therefrom the following:

| | |
|---|---|
| S. Loomis Street (west side) | From a point 20 feet north of W. 104th Street to a point 75 feet north thereof. |

SECTION 4. This ordinance shall take effect and be in force from and after its passage.

### *Prohibitions against Parking of Vehicles during Specified Hours on Portions of Sundry Streets.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 27-414 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle upon the following public ways in the areas indicated, during the hours specified:

| *Public Way* | *Limits and Time* |
|---|---|
| W. Carroll Avenue (north side) | From a point 145 feet east of N. Cicero Avenue to a point 70 feet east thereof—7:00 A.M. to 6:00 P.M.—except on Saturdays, Sundays and holidays; |
| W. Carroll Avenue (north side) | From a point 145 feet west of N. Kilpatrick Avenue to a point 75 feet west thereof—7:00 A.M. to 6:00 P.M.—except on Saturdays, Sundays and holidays; |
| E. Chestnut Street (south side) | From N. Michigan Avenue to N. Seneca Street—8:00 A.M. to 6:00 P.M. — except on Sundays and holidays; |
| E. Delaware Place (north side) | From N. Seneca Street to a point 200 feet west thereof —8:00 A.M. to 6:00 P.M.—except on Sundays and holidays; |
| E. 59th Street (south side) | From a point 30 feet west of S. Ellis Avenue to a point 195 feet west thereof—7:00 A.M. to 7:00 P.M.—except on Saturdays, Sundays and holidays; |
| E. 59th Street (south side) | From a point 380 feet west of S. Ellis Avenue to a point 140 feet west thereof—7:00 A.M. to 7:00 P.M.—except on Saturdays, Sundays and holidays; |
| E. 59th Street (south side) | From a point 705 feet west of S. Ellis Avenue to a point 210 feet west thereof—7:00 A.M. to 7:00 P.M.—except on Saturdays, Sundays and holidays; |
| S. Jeffery Avenue (east side) | From a point 80 feet south of E. 79th Street to a point 40 feet south thereof — 11:00 A.M. to 5:00 P.M.—Thursdays only; |
| W. Kinzie Street (north side) south of the C.&N.W. right-of-way | From a point 90 feet east of N. Cicero Avenue to a point 80 feet east thereof—8:00 A.M. to 6:00 P.M.—except on Saturdays, Sundays and holidays; |
| S. Komensky Avenue (both sides) | From S. Archer Avenue to W. 49th Street—8:00 A.M. to 10:00 A.M.—except on Saturdays, Sundays and holidays; |
| E. Lake Shore Drive (local) (north side) | From N. Michigan Avenue to N. Lake Shore Drive—4:00 P.M. to 6:00 P.M.—except on Saturdays, Sundays and holidays; |
| N. Southport Avenue (east side) | From a point 200 feet south of W. Waveland Avenue to a point 35 feet south thereof—2:00 P.M. to 8:00 P.M. Fridays only; |
| W. 31st Street (both sides) | From S. Kedzie Avenue to a point 200 feet west thereof —7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M. —except on Saturdays, Sundays and holidays. |

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

### *Discontinuance of Parking Prohibition during Specified Hours on Portion of N. Avers Av.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the ordinance passed May 27, 1960, printed on page 2662 of the Journal of the Proceedings of said date, prohibiting parking of vehicles during specified hours on portions of sundry streets, be and the same is hereby amended by striking therefrom the following:

| | |
|---|---|
| N. Avers Avenue (both sides) | From W. Dickens Avenue to W. Palmer Street — 9:00 A.M. to 6:00 P.M.—except on Sundays and holidays. |

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

### *Limitation on Parking of Vehicles during Specified Hours on Portion of N. Leamington Av.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 27-414 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle upon the following public ways in the areas indicated, for a longer time than is herein specified, during the hours designated:

| *Public Way* | *Limits and Time* |
|---|---|
| N. Leamington Avenue (both sides) | From N. Elston Avenue to the first alley south thereof—2 hours — 9:00 A.M. to 4:00 P.M.—except on Saturdays, Sundays and holidays. |

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

### *Discontinuance of Limitation on Parking of Vehicles at All Times on Portion of S. Lawndale Av.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the ordinance passed April 25, 1969, printed on page 5448 of the Journal of the Proceedings of said date, limiting parking of vehicles at all times on portions of sundry streets, be and the same is hereby amended by striking therefrom the following:

| | |
|---|---|
| S. Lawndale Avenue (west side) | From W. Hayford Street to W. 76th Place—1 hour—except on Saturdays, Sundays and holidays. |

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

### *Discontinuance of Limitation on Parking of Vehicles during Specified Hours on Portions of Specified Streets.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the ordinance passed June 15, 1962, printed on page 7301 of the Journal of the Proceedings of said date, limiting parking of vehicles during specified hours on portions of sundry streets, be and the same is hereby amended by striking therefrom the following:

| | |
|---|---|
| S. Loomis Street (west side) | From W. 103rd Place to W. 104th Street—1 hour—9:00 A.M. to 4:00 P.M.—except on Sundays and holidays. |

SECTION 2. That the ordinance passed April 17, 1964, printed on page 2494 of the Journal of the Proceedings of said date, limiting parking of vehicles during specified hours on portions of sundry streets, be and the same is hereby amended by striking therefrom the following:

| | |
|---|---|
| N. Broadway (west side) | From W. Victoria Avenue to W. Rosedale Avenue — 1 hour — 9:00 A.M. to 6:00 P.M. |

SECTION 3. This ordinance shall take effect and be in force from and after its passage.

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## **Loading Zone Established on Portion of W. Haddon Av.**

The Committee on Traffic and Public Safety submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith (as a substitute for a proposed ordinance previously referred to the Committee on April 25, 1969) in reference to establishing a loading zone on a portion of W. Haddon Avenue.

On motion of Alderman Wigoda said substitute proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Fried, McCutcheon, Singer, Kerwin, Hoellen, Wigoda—43.

*Nays*—None.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That in accordance with the provisions of Section 27-410 of the Municipal Code of Chicago, the following locations are hereby designated as loading zones for the distances specified, during the hours designated:

| *Public Way* | *Distance and Hours* |
|---|---|
| W. Haddon Avenue (south side) | From a point 275 feet east of N. Ashland Avenue to a point 70 feet east thereof—8:00 A.M. to 6:00 P.M.—except on Sundays and holidays. |

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

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## **Weight Limitation Amended on Portion of E. 108th St.**

The Committee on Traffic and Public Safety submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith (as a substitute for a proposed ordinance previously referred to the Committee on April 9, 1969) in reference to amending a weight limitation established on a portion of E. 108th Street.

On motion of Alderman Wigoda said substitute proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Fried, McCutcheon, Singer, Kerwin, Hoellen, Wigoda—43.

*Nays*—None.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the ordinance passed March 2, 1960, printed on page 2126 of the Journal of the Proceedings of said date, establishing weight limitations on portions of sundry streets, be and the same is hereby amended by striking the words "S. Ewing Avenue" and inserting in lieu thereof "S. Burley Avenue" relating to E. 108th Street.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

### Vehicular-Traffic Movements Restricted to Single Directions on Portions of Certain Public Ways.

The Committee on Traffic and Public Safety submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith (as a substitute for proposed ordinances previously referred to the Committee on March 14 and April 9, 1969) in reference to the restriction of vehicular-traffic movements to single directions on portions of certain public ways.

On motion of Alderman Wigoda said substitute proposed ordinance was *Passed*, by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Fried, McCutcheon, Singer, Kerwin, Hoellen, Wigoda—43.

*Nays*—None.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 27-403 of the Municipal Code of Chicago, the operator of a vehicle shall operate such vehicle only in the direction specified below on the public ways between the limits indicated:

| *Public Way* | *Limits and Direction* |
|---|---|
| First north-south alley east of N. California Avenue | Between W. Hirsch Street and W. Division Street—southerly; |
| W. 103rd Place | Between S. Charles Street and S. Loomis Street—easterly; |
| S. Trumbull Avenue | Between W. 53rd Street and W. 51st Street—northerly. |

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

### *Failed to Pass*—PROPOSED ORDINANCES AND ORDERS RELATING TO TRAFFIC REGULATIONS, TRAFFIC SIGNS, ETC. *(Adverse Committee Recommendations).*

The Committee on Traffic and Public Safety submitted a report recommending that the City Council *Do Not Pass* sundry proposed ordinances and proposed orders (transmitted with the committee's report) relating to traffic regulations, traffic signs, etc.

Alderman Wigoda moved to *Concur* in the committee's recommendations. The question in reference to each proposed ordinance or proposed order thereupon became: *Shall the proposed ordinance (or proposed order) Pass, notwithstanding the committee's adverse recommendation?;* and the several questions being so put, each of the said proposed ordinances and proposed orders *Failed to Pass*, by yeas and nays as follows: *Yeas*—None; *Nays*—43.

The committee report which lists said proposed ordinances and orders which *Failed to Pass* reads as follows:

CHICAGO, May 27, 1969.

*To the President and Members of the City Council:*

Your Committee on Traffic and Public Safety, begs leave to recommend that Your Honorable Body *Do Not Pass* sundry proposed ordinances and orders submitted herewith, which were referred to Your Committee (on September 7, 1967, June 26, 1968 and March 14, April 9 and April 25, 1969) concerning traffic regulations and traffic signs, etc., as follows:

*Proposed Prohibitions against Parking of Vehicles at All Times:*

| | |
|---|---|
| N. Broadway | At Nos. 4913-4915—30 feet; |
| N. Cicero Avenue | At Nos. 3229-3237; |
| W. 111th Street | At S. Trumbull Avenue. |

*Proposed Limited Parking of Vehicles at All Times:*

| | |
|---|---|
| W. 92nd Street (south side) | From a point 100 feet west of S. Marshfield Avenue to a point 125 feet west thereof —1 hour. |

*Proposed Loading Zones:*

| | |
|---|---|
| W. Chicago Avenue | At No. 1826—20 feet |
| N. Richmond Street (east side) | From a point 40 feet south of W. Bloomingdale Avenue to a point 40 feet south thereof—8:00 A.M. to 6:00 P.M. |
| E. 71st Street | At Nos. 2322-2324 — 8:00 A.M. to 6:00 P.M. |

*Proposed Weight Limitation:*

| | |
|---|---|
| S. Damen Avenue | From W. 35th Street to W. 36th Street—5 tons. |

*Proposed Speed Limitations:*

| | |
|---|---|
| N. Hamlin Avenue, N. Ridgeway Avenue, N. Lawndale Avenue, N. Monticello Avenue and N. Central Park Avenue | Between W. Belmont Avenue and W. Addison Street—20 miles per hour; |
| S. Indiana Avenue | Between E. 130th Street and E. 138th Street — 35 miles per hour. |

*Miscellaneous*
*(Referred to Your Committee on the dates noted in parentheses):*

(March 14, 1969) Proposed ordinance to remove parking-meters from 1826 W. Chicago Avenue;

(June 19, 1968) Proposed ordinance to repeal ordinance passed January 23, 1958, striking limited parking during specified hours from S. Loomis Street (east side) between W. 103rd Place and W. 104th Street;

(August 13, 1968) Proposed ordinance to establish additional parking-meter zones on N. Keeler Avenue;

(April 17, 1969) Proposed ordinance for additional meters on N. Wells Street between W. Illinois Street and W. Hubbard Street;

(April 9, 1969) Proposed ordinance to amend ordinance passed December 18, 1963, page 2032 — single direction on S. Loomis Street from a point 380 feet north of W. 104th Street;

(June 19, 1968) Proposed ordinance passed June 15, 1962, page 7301, parking limited during specified hours—striking words and figures "W. 104th Street" relating to S. Loomis Street (west side);

(March 14, 1969) Proposed order for removal of "No Parking Street Cleaning" signs from N. Lincoln Avenue between N. Clark Street and W. Belden Avenue;

Proposed Orders for Installations of Traffic Signs, as follows:

(April 25, 1969) "Slow-School" signs in blocks bounded by E. 80th Street and Dorchester Avenue; E. 85th Place, E. 74th Street and E. 91st Street;

(May 20, 1968) "Stop" signs on N. Marine Drive (both sides) north and south of W. Margate Terrace;

(March 14, 1969) "Stop" signs on W. Cornelia Avenue and N. Lawndale Avenue;

(November 29, 1968) "Stop" signs on W. 51st Street and S. St. Louis Avenue;

(November 1, 1967) "Stop" signs on E. 131st Street and S. Forrestville Avenue, E. 131st Street and S. Rhodes Avenue and E. 131st Street and S. Eberhardt Avenue.

Respectfully submitted,

(Signed) PAUL T. WIGODA,
*Chairman.*

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## MATTERS PRESENTED BY THE ALDERMEN

**(Presented by Wards, in Order, Beginning with the First Ward).**

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Claims.
4. Unclassified Matters (arranged in order according to Ward numbers).
5. Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection and Water Rate Exemptions, Etc.

*Proposed ordinances, orders and resolutions, described below, were presented by the aldermen named, as noted. Except where otherwise noted or indicated hereinbelow, unanimous consent was given to permit action by the City Council on each of said proposed ordinances, orders and resolutions without previous committee consideration, in accordance with the provisions of Council Rule 43.*

## 1. TRAFFIC REGULATIONS, TRAFFIC SIGNS, AND TRAFFIC-CONTROL DEVICES.

### *Referred*—PROPOSED ORDINANCES TO PROHIBIT AT ALL TIMES PARKING OF VEHICLES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit at all times the parking of vehicles at the locations designated, for the distances specified, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Location and Distance* |
|---|---|
| Rayner (6th Ward) | S. Indiana Avenue at Nos. 1750-1758 |
| Frost (21st Ward) | S. Wentworth Avenue (both sides) between W. 95th Street and the first alley south thereof |
| Casey (37th Ward) | W. West End Avenue (south side) between a point 20 feet east of the east property line of N. Central Avenue and a point 30 feet east thereof |
| Laurino (39th Ward) | W. Waveland Avenue (both sides) between N. Cicero Avenue and the first alley east thereof |
| Singer (44th Ward) | N. Pine Grove Avenue (T-alley south of No. 2817) between N. Pine Grove Avenue and N. Sheridan Road; and between W. Surf Street and its juncture |
| Hoellen (for O'Rourke, 48th Ward) | W. Lawrence Avenue (north side) between a point 50 feet west of N. Winthrop Avenue and a point 60 feet west thereof |
| Sperling (50th Ward) | W. Jarvis Avenue (south side) between a point 55 feet west of N. California Avenue and a point 40 feet west thereof |
| | N. Paulina Street (east side) between a point 20 feet north of W. Gregory Street and a point 80 feet north thereof (except on Sundays). |

### *Referred*—PROPOSED ORDINANCES TO CHANGE AREAS OF PARKING PROHIBITION AT ALL TIMES ON PORTIONS OF W. CARMEN AV. AND W. WINONA ST.

Alderman Hoellen (47th Ward) presented two proposed ordinances to prohibit the parking of vehicles at all times on the north side of W. Carmen Avenue and on the south side of W. Winona Street both being between a point 295 feet east of N. California Avenue and a point 85 feet east thereof (instead of between a point 325 feet east of N. California Avenue and a point 100 feet east thereof), which were *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—PROPOSED ORDINANCE TO DISCONTINUE "RUSH HOUR" PARKING ON PORTION OF S. COTTAGE GROVE AV.

Alderman Cousins (8th Ward) presented a proposed ordinance to discontinue the prohibition against the parking of vehicles during "Rush Hours" on S. Cottage Grove Avenue between a point 200 feet north of E. 82nd Street and a point 200 feet south of E. 82nd Street—4:00 P.M. to 6:00 P.M.; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—PROPOSED ORDINANCES TO PROHIBIT PARKING OF VEHICLES DURING SPECIFIED HOURS AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit the parking of vehicles, during the hours designated, at the locations specified, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Location, Distance and Time* |
|---|---|
| Holman (4th Ward) | E. 43rd Street, at No. 1125—11:00 A.M. to 5:00 P.M. (Fridays only) (Chicago Public Library) |
| Zydlo (26th Ward) | W. Iowa Street (south side) between a point 125 feet west of N. Hoyne Avenue and a point 35 feet west thereof — 8:00 A.M. to 6:00 P.M. (except on Sundays and holidays) |
| Laurino (39th Ward) | N. Elston Avenue (east side) between a point 200 feet southeast of N. Pulaski Road and a point 200 feet northwest of W. Montrose Avenue — 4:00 P.M. to 6:00 P.M. (except on Saturdays, Sundays and holidays). |

### *Referred*—PROPOSED ORDINANCES TO ESTABLISH LOADING ZONES AT SUNDRY LOCATIONS.

The aldermen named below presented proposed ordinances to establish loading zones at the locations designated, for the distances specified, and for limited periods where so indicated, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Location, Distance and Time* |
|---|---|
| Buchanan (10th Ward) | S. Ewing Avenue, at No. 10543 |
| Scholl (41st Ward) | N. Elston Avenue (east side) between a point 210 feet east of N. Austin Avenue and a point 30 feet east thereof — 8:00 A.M. to 6:00 P.M. (except on Saturdays, Sundays and holidays) |
| Singer (44th Ward) | W. Roslyn Place (north side) between the east property line of N. Clark Street and a point 35 feet east thereof — 9:00 A.M. to 6:00 P.M. |

### *Referred*—PROPOSED ORDINANCES TO RESTRICT MOVEMENT OF VEHICULAR TRAFFIC TO SINGLE DIRECTIONS ON SPECIFIED PUBLIC WAYS.

The aldermen named below presented proposed ordinances to restrict the movement of vehicular traffic to the direction indicated in each case, on specified public ways, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Street, Distance and Direction* |
|---|---|
| Staszcuk (13th Ward) | W. 77th Street between S. Sawyer and S. Kedzie Avenues—easterly |
| Hines (18th Ward) | S. Honore Street between W. 84th and W. 87th Streets — southerly |
| McCutcheon (43rd Ward) | North-south alley west of N. Wells Street between W. St. Paul Avenue and W. Willow Street—northerly |
| | W. Eugenie Street between N. Sedgwick and N. LaSalle Streets—easterly. |

### *Referred*—PROPOSED ORDINANCE TO AMEND REGULATIONS GOVERNING SPEED LIMITS IN ALLEYS.

Alderman Gabinski (32nd Ward) presented a proposed ordinance to amend Section 27-212 of the Municipal Code of Chicago by deleting therefrom the following language "15 miles per hour in alleys" and inserting in lieu thereof "5 miles per hour in alleys"; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—PROPOSED ORDER FOR REMOVAL OF "NO PARKING" SIGNS AT NOS. 2330-2340 W. ERIE ST.

Alderman Zydlo (26th Ward) presented a proposed order for the removal of "No Parking" signs located at Nos. 2330-2340 W. Erie Street; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—PROPOSED ORDERS FOR INSTALLATIONS OF TRAFFIC SIGNS.

The aldermen named below presented proposed orders for installations of traffic signs, of the nature indicated and at the locations specified, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Location and Type of Sign* |
|---|---|
| Staszcuk (13th Ward) | W. 58th Street and S. Springfield Avenue—"Stop" |
| Shannon (17th Ward) | W. 70th Street and S. Emerald Avenue—"4-Way Stop" |
| Aiello (36th Ward) | W. Palmer Street and N. Lavergne Avenue—"2-Way Stop" |
| | W. Wrightwood and N. Menard Avenues—"4-Way Stop" |

| *Alderman* | *Location and Type of Sign* |
|---|---|
| Singer (44th Ward) | N. Seminary Avenue and W. Altgeld Street—"4-Way Stop"<br>W. Schubert and N. Wayne Avenues—"Stop"<br>N. Pine Grove and W. Diversey Avenues—"4-Way Stop". |

*Referred*—PROPOSED ORDER FOR SURVEY TO PERMIT RIGHT-HAND TURNS FROM SIGNALIZED INTERSECTIONS WHILE RED LIGHT IS IN EFFECT.

Alderman Wigoda (49th Ward) presented a proposed order for a survey to permit right-hand turns from signalized intersections while the red light is in effect; which was *Referred to the Committee on Traffic and Public Safety.*

*Referred*—PROPOSED ORDER FOR SURVEY FOR INSTALLATION OF TRAFFIC-CONTROL SIGNALS AT SPECIFIED INTERSECTION.

Alderman Singer (44th Ward) presented a proposed order for a survey for installation of traffic-control signals at the intersection of N. Lincoln Avenue, W. Belden Avenue and N. Orchard Street; which was *Referred to the Committee on Traffic and Public Safety.*

*Referred*—PROPOSED ORDER FOR INSTALLATION OF TRAFFIC-CONTROL SIGNALS AT SPECIFIED INTERSECTION.

Alderman Aiello (36th Ward) presented a proposed order for installation of "Stop and Go" lights at the intersection of W. Diversey and N. Menard Avenues; which was *Referred to the Committee on Traffic and Public Safety.*

## 2. ZONING ORDINANCE AMENDMENTS.

*Referred*—PROPOSED ORDINANCES TO RECLASSIFY PARTICULAR AREAS.

Proposed ordinances for amendment of the Chicago Zoning Ordinance, for the purpose of reclassifying particular areas, were presented by the aldermen named below, respectively, and were *Referred to the Committee on Buildings and Zoning,* as follows:

BY ALDERMAN SCHOLL (41ST WARD):

To classify as an R2 Single Family Residence District instead of an R4 General Residence District the area shown on Map No. 15-N bounded by

the alley next northeast of N. Northwest Highway; a line drawn from a point 254.2 feet northwest of W. Raven Street along the northeast line of the alley next northeast of N. Northwest Highway to a point 279.85 feet northwest of W. Raven Street and 172 feet northeast of the alley next northeast of N. Northwest Highway; etc.

To classify as an R2 Single Family Residence District instead of an R4 General Residence District the area shown on Map No. 15-N bounded by

N. Niagara Avenue; a line 150 feet north of the alley next northeast of N. Northwest Highway; etc.

To classify as an R2 Single Family Residence District instead of an R4 General Residence District the area shown on Map No. 15-N bounded by

N. Niagara Avenue; a line 200 feet northeast of the alley next northeast of N. Northwest Highway; etc.

BY ALDERMAN KERWIN (46TH WARD):

To classify as a B4-5 Restricted Service District instead of a B3-5 General Retail District the area shown on Map No. 9-G bounded by

a line 142 feet north of W. Grace Street; N. Broadway; W. Grace Street; and a line 268 feet west of N. Broadway.

## 3. CLAIMS.

**Claims against the City of Chicago were presented by the aldermen designated below, respectively, for the claimants named, which were *Referred to the Committee on Finance,* as follows:**

| *Alderman* | *Claimant* |
|---|---|
| Burke (14th Ward) | Mrs. Mary Lou Godlewski, Mr. S. Storino |
| Sain (27th Ward) | B. W. Handler Construction Company (Presbyterian-St. Luke's Hospital) |
| Aiello (36th Ward) | St. James Catholic Church, per Egyptian Construction Company, Inc. |
| Simon (40th Ward) | Dr. Silas Wallk |
| Scholl (41st Ward) | Serbian Orthodox Cathedral "Holy Resurrection". |

## 4. UNCLASSIFIED MATTERS

### (Arranged in Order According to Ward Numbers).

*Proposed ordinances, orders and resolutions were presented by the aldermen named below, respectively, and were acted upon by the City Council in each case in the manner noted, as follows:*

### Presented by
### ALDERMAN ROTI (1st Ward):

### Issuance of Carnival Permit Authorized.

A proposed order reading as follows:

*Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to issue a permit to Pilsen Neighbors, a regularly organized charitable or religious organization, for the period beginning June 19, 1969 and ending June 30, 1969, inclusive, for the conduct of a carnival or street fair on S. Laflin Street between W. 18th and W. 19th Streets, in accordance with the City's carnivals ordinance, Sections 34-49.1 to 34-49.5, inclusive; and upon issuance of said permit the Commissioner of Streets and Sanitation shall provide barricades to prohibit vehicular traffic over the portion of the street affected, as provided by said carnivals ordinance.

On motion of Alderman Roti said proposed order was *Passed.*

### Issuance of Canopy Permit Authorized.

**Also a proposed order reading as follows:**

*Ordered,* That the City Comptroller is hereby authorized to issue a permit to La Salle-Madison Hotel Company to maintain two existing canopies over the sidewalk in N. La Salle Street and W. Madison Street, attached to the building or structure located at the northwest corner of N. La Salle Street and W. Madison Street, for a period of ten years from and after June 21, 1969, in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Buildings and the Chief Fire Prevention Engineer, said canopy in N. La Salle Street not to exceed 42 feet in length nor 17 feet in width and said canopy in W. Madison Street not to exceed 38 feet in length nor 17 feet in width: upon the filing of the application and bond and payment of the initial compensation provided for by ordinances relating to the construction and maintenance of canopies.

On motion of Alderman Roti said proposed order was *Passed.*

### *Referred*—PROPOSED ORDINANCES FOR GRANTS OF PRIVILEGES IN PUBLIC WAYS.

Also two proposed ordinances for grants of privileges in public ways, which were *Referred to the Committee on Local Industries, Streets and Alleys,* as follows:

The Prudential Insurance Company of America: to maintain and use an existing vault underneath the surface of the alley north of E. Randolph Street, known as E. Benton Place, from the east line of N. State Street to the east line of the north-south alley east of N. State Street;

The Server Company: to maintain and use an existing vault underneath the surface of the north-south 20-foot public alley west of N. Michigan Avenue from a point 65 feet south of E. Lake Street southward a distance of 32 feet, used in connection with the premises known as No. 180 N. Michigan Avenue.

### Presented by
### ALDERMAN HOLMAN (4th Ward):

### Building Declared Public Nuisance and Ordered Demolished.

A proposed ordinance reading as follows:

WHEREAS, The building located at No. 1033 E. 46th Street (abandoned coach house in rear), is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; therefore

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The building located at No. 1033 E. 46th Street (abandoned coach house in rear), is declared a public nuisance, and the Commissioner of Buildings is authorized and directed to demolish the same.

SECTION 2. This ordinance shall be effective upon its passage.

On motion of Alderman Holman said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Fried, McCutcheon, Singer, Kerwin, Hoellen, Wigoda—43.

*Nays*—None.

### Presented by
### ALDERMAN DESPRES (5th Ward):

### Tribute Paid to Late Henry Anthony Rago.

A proposed resolution reading as follows:

WHEREAS, On May 26, 1969, Henry Anthony Rago died. He was born in Chicago on October 5, 1915 and graduated from De Paul University in 1937. He received a master's degree and a doctor's degree, both magna cum laude, from the University of Notre Dame. In 1965, De Paul University awarded him the honorary degree of Doctor of Letters.

WHEREAS, Henry Anthony Rago was a creative Chicago poet. For 14 years he was the editor of Poetry, a Chicago magazine of poetry. During his editorship, Poetry brought lustre to Chicago and opened its pages to many young poets of distinction. At the time of his sudden death he was a professor of theology and literature at the University of Chicago. He was the author of outstanding works in poetry and philosophy, lecturer, writer, instructor, winner of national awards, and a soldier in World War II.

WHEREAS, In his death, Chicago has lost a distinguished citizen, a man of great character and deep integrity, a dedicated teacher of youth, and a gifted poet and interpreter of the beauty and complexities of man's life; now, therefore,

*Be It Resolved by the City Council of the City of Chicago,* That the City of Chicago notes with profound sorrow the death of Henry Anthony Rago; acknowledges his great contributions to the life of Chicago; and expresses deep sympathy to all members of his family.

Alderman Despres moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed resolution. The motion *Prevailed.*

On motion of Alderman Despres said proposed resolution was *Adopted.*

### Presented by
### ALDERMAN COUSINS (8th Ward) and OTHERS:

*Referred*—PROPOSED RESOLUTION TO MEMORIALIZE GENERAL ASSEMBLY AND CONGRESS TO ENACT LEGISLATION TO PROHIBIT MANUFACTURE, SALE, PURCHASE, ETC. OF PISTOLS AND HAND GUNS.

A proposed resolution (presented by Aldermen Cousins, Hubbard, Despres and Rayner) to memorialize the General Assembly of Illinois and the Congress of the United States to enact legislation to end and prevent the manufacture, sale, purchase, or possession of pistols and hand guns.

Two committees having been called (the Committee on Judiciary and the Committee on Police, Fire, Civil Service, Schools and Municipal Institutions), said proposed resolution was *Referred to the Committee on Committees and Rules* in accordance with the provisions of Council Rule 44.

### Presented by
### ALDERMAN BUCHANAN (10th Ward):

*Referred*—PROPOSED ORDINANCES FOR GRANTS OF PRIVILEGES IN PUBLIC WAYS.

Two proposed ordinances for grants of privileges in public ways, which were *Referred to the Committee on Local Industries, Streets and Alleys,* as follows:

Chicago, Rock Island and Pacific Railroad Company: to maintain and use an existing switch track at street grade beginning at a point in the north line of E. 105th Street 135 feet west of vacated S. Marquette Avenue and continuing in a southeasterly direction to the south line of E. 105th Street at a point 20 feet west of vacated S. Marquette Avenue; also a switch track at street grade at a point 9.8 feet east of vacated S. Manistee Avenue, thence continuing in a northeasterly direction 32.5 feet east thereof extended to the right of way of the Penn Central Railroad; also the encroachment of a sidetrack in E. 105th Street at a point in the south line of E. 105th Street 140 feet west of vacated S. Marquette Avenue, thence west along the south line of E. 105th Street 5 feet, thence north at right angles to the westerly right-of-way line of said Railroad Company, thence southeasterly along said westerly right-of-way line to the point of beginning;

Chicago, West Pullman and Southern Railroad Company: to maintain and use an existing switch track on and across E. 104th Street 281 feet east of the east line of S. Torrence Avenue.

### Presented by
### ALDERMAN SWINARSKI (12th Ward):

*Referred*—PROPOSED ORDER FOR PAVING OF ALLEY BY SPECIAL ASSESSMENT.

A proposed order to request the Board of Local Improvements to institute necessary proceedings to pave by special assessment the roadway of the alley south of W. 39th Place between S. Archer and S. California Avenues.—*Referred to the Committee on Local Industries, Streets and Alleys.*

### Presented by
### ALDERMAN STASZCUK (13th Ward):

#### Issuance of Permit to Conduct Sidewalk Sale Authorized.

A proposed order reading as follows:

*Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to issue a permit to J & R 5c and 10c Store to conduct a sidewalk sale in front of their premises at No. 6318 S. Pulaski Road on Saturday, June 21, 1969, from 9:00 A.M. to 6:00 P.M.

On motion of Alderman Staszcuk said proposed order was *Passed.*

*Referred*—PROPOSED ORDINANCE FOR APPROVAL OF PLAT OF RESUBDIVISION.

Also a proposed ordinance to direct the Superintendent of Maps to approve a plat of resubdivision of property in the area bounded by W. 57th Street, W. 58th Street, the right of way of The Belt Railway Company of Chicago (being on the line of S. Kenton Avenue) and the first north-south public alley east thereof.—*Referred to the Committee on Local Industries, Streets and Alleys.*

### Presented for
### ALDERMAN KRSKA (15th Ward):

#### Building Declared Public Nuisance and Ordered Demolished.

A proposed ordinance (presented by Alderman Hines) reading as follows:

WHEREAS, The building located at No. 2104 W. 50th Place (shed in rear), is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; therefore

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The building located at No. 2104 W. 50th Place (shed in rear), is declared a public nuisance, and the Commissioner of Buildings is authorized and directed to demolish the same.

SECTION 2. This ordinance shall be effective upon its passage.

On motion of Alderman Hines said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Fried, McCutcheon, Singer, Kerwin, Hoellen, Wigoda—43.

*Nays*—None.

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### Presented by
### ALDERMAN HINES (18th Ward):

*Referred*—PROPOSED ORDINANCE TO NAME CERTAIN UN-NAMED PUBLIC STREET AS "W. 82ND PLACE".

A proposed ordinance to name all of the un-named public street lying southerly of and adjoining the right of way of the Baltimore and Ohio Chicago Terminal Railroad immediately south of W. 82nd Street between S. Western and S. Campbell Avenues as "W. 82nd Place".—*Referred to the Committee on Local Industries, Streets and Alleys.*

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### Presented by
### ALDERMAN FROST (21st Ward):

#### Building Declared Public Nuisance and Ordered Demolished.

A proposed ordinance reading as follows:

WHEREAS, The building located at No. 9556 S. Wentworth Avenue, is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; therefore

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The building located at No. 9556 S. Wentworth Avenue, is declared a public nuisance, and the Commissioner of Buildings is authorized and directed to demolish the same.

SECTION 2. This ordinance shall be effective upon its passage.

On motion of Alderman Frost said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Fried, McCutcheon, Singer, Kerwin, Hoellen, Wigoda—43.

*Nays*—None.

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### Presented by
### ALDERMAN COLLINS (24th Ward):

#### Building Declared Public Nuisance and Ordered Demolished.

A proposed ordinance reading as follows:

WHEREAS, The building located at No. 3147 W. Roosevelt Road, is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; therefore

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The building located at No. 3147 W. Roosevelt Road, is declared a public nuisance, and the Commissioner of Buildings is authorized and directed to demolish the same.

SECTION 2. This ordinance shall be effective upon its passage.

On motion of Alderman Collins said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Fried, McCutcheon, Singer, Kerwin, Hoellen, Wigoda—43.

*Nays*—None.

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### Presented by
### ALDERMAN ZYDLO (26th Ward):

#### Drafting of Ordinance for Vacation of Portion of N. Green St. and Adjacent Alley Directed.

A proposed order reading as follows:

*Ordered,* That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of all that part of N. Green Street and all that part of the north-south 18-foot public alley between said N. Green Street and N. Halsted Street, lying between W. Erie Street and the north line of the right of way of the John Fitzgerald Kennedy Expressway (Erie Street Branch), for La Salle National Bank, Trustee, Trust No. 36690, and American National Bank and Trust Company of Chicago, Trustee, Trust No. 27757; said ordinance to be transmitted to the Committee on Local Industries, Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Zydlo said proposed order was passed.

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### Presented by
### ALDERMAN BIGGS (29th Ward):

*Referred*—PROPOSED ORDER FOR ACQUISITION OF PROPERTY AT NO. 3600 W. FLOURNOY ST. FOR PLAYLOT PURPOSES.

A proposed order to direct the Committee on Finance and the Committee on Forestry and Recreation to give consideration to acquisition of vacant property at No. 3600 W. Flournoy Street for playlot purposes. —*Referred to the Committee on Finance.*

*Referred*—PROPOSED ORDER FOR ESTABLISHMENT OF PLAYLOT ON VACANT PROPERTY AT NO. 705 W. HARRISON ST.

Also a proposed order to direct the Committee on Finance and the Committee on Forestry and Recreation to give consideration to establishment of a playlot on vacant property located at No. 705 W. Harrison Street.—*Referred to the Committee on Finance.*

*Referred*—PROPOSED RESOLUTION TO REQUEST CHICAGO PARK DISTRICT TO INSTALL ADDITIONAL LIGHTING IN GARFIELD PARK, ETC.

Also a proposed resolution to request the President of the Board of the Chicago Park District to give consideration to the installation of additional and improved lighting along the principal sidewalks and pedestrian lanes in Garfield Park, together with allocation of funds therefor, and for installation of floodlights in and around the sports and recreational areas.—*Referred to the Committee on Finance.*

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### Presented by
### ALDERMAN GABINSKI (32nd Ward):

### Drafting of Ordinance for Vacation of Alley Directed.

A proposed order reading as follows:

> *Ordered,* That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of all of the east-west 16-foot public alley, together with all of the first north-south 18-foot public alley west of N. Damen Avenue lying north of the south line of said east-west alley extended east, in the block bounded by W. Schiller Street, W. Le Moyne Street, N. Damen Avenue and N. Hoyne Avenue, for the Chicago Housing Authority; said ordinance to be transmitted to the Committee on Local Industries, Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Gabinski said proposed order was *Passed.*

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### Presented for
### ALDERMAN BRANDT (33rd Ward):

*Referred*—PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE IN PUBLIC WAY.

A proposed ordinance (presented by Alderman Laskowski) for a grant of permission and authority to Herman H. Hettler Lumber Company to maintain and use an existing switch track at street grade across N. Elston Avenue at a point 575 feet northwesterly of the northwesterly line of N. Leavitt Street.—*Referred to the Committee on Local Industries, Streets and Alleys.*

### Presented by
### ALDERMAN AIELLO (36th Ward):

### Building Declared Public Nuisance and Ordered Demolished.

A proposed ordinance reading as follows:

> WHEREAS, The building located at No. 2160 N. Mulligan Avenue, is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; therefore
>
> *Be It Ordained by the City Council of the City of Chicago:*
>
> SECTION 1. The building located at No. 2160 N. Mulligan Avenue, is declared a public nuisance, and the Commissioner of Buildings is authorized and directed to demolish the same.
>
> SECTION 2. This ordinance shall be effective upon its passage.

On motion of Alderman Aiello said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Fried, McCutcheon, Singer, Kerwin, Hoellen, Wigoda—43.

*Nays*—None.

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### Presented by
### ALDERMAN CASEY (37th Ward):

### Issuance of Permit to Conduct Art Fair and Display on Portion of W. Race St. Authorized.

A proposed order reading as follows:

> *Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to issue a permit to the Austin Art Committee of the Organization for a Better Austin to conduct an art fair and display on W. Race Street between N. Central and N. Parkside Avenues on Sunday, June 29, 1969, from 12:00 Noon to 6:00 P.M.

On motion of Alderman Casey said proposed order was *Passed.*

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### Presented by
### ALDERMAN CULLERTON (38th Ward):

*Referred*—PROPOSED ORDER FOR ERECTION OF ILLUMINATED SIGN.

A proposed order for issuance of a permit to Quality Interiors (Arrow Sign Company) to erect an illuminated sign to project over the sidewalk at No. 3125 N. Central Avenue.—*Referred to the Committee on Buildings and Zoning.*

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### Presented by
### ALDERMAN LAURINO (39th Ward):

### Drafting of Ordinance for Vacation of Alley Directed.

A proposed order reading as follows:

*Ordered,* That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of all of the north-south 16-foot public alley running north from W. Peterson Avenue, together with all that part of the east-west 16-foot public alley lying west of a line 59 feet, more or less, east of and parallel with the east line of said north-south alley; also providing for the dedication of a north-south 16-foot alley at the east terminus of said vacation, all in the block bounded by W. Peterson Avenue, W. Glenlake Avenue, N. Keystone Avenue and the right of way of the Chicago and North Western Railway, for R. W. Troch Oil Company, and Norris E. Boothe and Harry W. Boothe, Trustees; said ordinance to be transmitted to the Committee on Local Industries, Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Laurino said proposed order was *Passed.*

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### Presented by
### ALDERMAN SIMON (40th Ward) and OTHERS:

### Commissioner of Aviation Directed to Establish Policy Providing 50% Free Toilet Facilities at Chicago-O'Hare International Airport.

A proposed resolution (presented by Aldermen Simon, Despres, Rayner, Cousins and Scholl) reading as follows:

> WHEREAS, At the meeting of the City Council of the City of Chicago, held on May 14, 1969, an ordinance was passed granting authority for agreements with Nik-O-Lok Co. for coin-lock operations in the public toilet facilities at Chicago's airports, (Journal of the Proceedings of the City Council of May 14, 1969, pages 5550-5556); and
>
> WHEREAS, On May 28, 1969, in the largest mens' public toilet facility room on the second floor of the terminal at O'Hare, which accommodates United Airlines, out of twelve toilet spaces, eleven had locks on, bearing the name of Nik-O-Lok Co., and only one was unlocked; and
>
> WHEREAS, At the meeting of the City Council of May 14, 1969, the Chairman of the Finance Committee arguing in support of the ordinance above referred to, stated it promoted private enterprise and a competitive economy to afford persons at the airport the opportunity to choose between free toilets and paid toilets; and
>
> WHEREAS, The ratio of eleven paid toilets and one free toilet does not provide an adequate opportunity for choice or discrimination and does not give free toilets an adequate competitive position; now, therefore,
>
> *Be It Resolved,* That the Commissioner of Aviation is directed to establish a policy which will provide that at least 50% of the toilet facilities in each public toilet accommodation at O'Hare Airport consists of free toilet facilities.

Alderman Simon moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed resolution. The motion *Prevailed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Fried, McCutcheon, Kerwin, Hoellen, Wigoda—42.

*Nays*—Alderman Singer—1.

Alderman Simon then moved to *Adopt* the foregoing proposed resolution. The question being put, the motion was *Lost,* by yeas and nays as follows:

*Yeas*—Aldermen Hubbard, Despres, Rayner, Cousins, Swinarski, Staszcuk, Sheridan, Simon, Scholl, McCutcheon, Singer, Hoellen—12.

*Nays*—Aldermen Roti, Metcalfe, Holman, Lupo, Buchanan, Bilandic, Burke, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Fried, Kerwin, Wigoda—30.

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### Presented by
### ALDERMAN FRIED (42nd Ward):

### Drafting of Ordinance for Vacation of Portion of W. Carroll Av. Directed.

A proposed order reading as follows:

> *Ordered,* That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of W. Carroll Avenue between N. Clark Street and N. Dearborn Street, for Central Cold Storage Company and American National Bank and Trust Company of Chicago, Trustee, Trust No. 27467; said ordinance to be transmitted to the Committee on Local Industries, Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Fried said proposed order was *Passed.*

*Referred*—PROPOSED ORDINANCES FOR GRANTS OF PRIVILEGES IN PUBLIC WAYS.

Also two proposed ordinances for grants of privileges in public ways, which were *Referred to the Committee on Local Industries, Streets and Alleys,* as follows:

> Chicago Tribune Building Corporation: to maintain and use an existing elevated upper-level sidewalk on the south side of E. Illinois Street from the east line of N. Michigan Avenue east a distance of 301 feet, used in connection with the building known as Tribune Square;
>
> Chicago Tribune Building Corporation: to maintain and use two existing 16-inch iron water pipes and one 18-inch iron water pipe, used for the taking from and returning of water to the Chicago River under and across E. North Water Street 57 feet 6 inches east of the east line of N. Michigan Avenue, thence southeasterly through private property to the Chicago River.

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### Presented by
### ALDERMAN McCUTCHEON (43rd Ward):

### Drafting of Ordinance for Vacation of Alley Directed.

A proposed order reading as follows:

> *Ordered,* That the Commissioner of Public Works

is hereby directed to prepare an ordinance for the vacation of all that part of the north-south 16-foot public alley lying north of the north line of the east-west public alley extended east, in the block bounded by W. Dickens Avenue, W. Shakespeare Avenue, N. Southport Avenue and N. Dominick Street, for United Wire Craft, Inc., and Universal Deliveries, Inc.; said ordinance to be transmitted to the Committee on Local Industries, Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman McCutcheon said proposed order was *Passed.*

*Referred*—PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE IN PUBLIC WAY.

Also a proposed ordinance for a grant of permission and authority to Southport-Armitage, Inc. to maintain and use an existing one-story covered passageway over and across W. Armitage Avenue 136 feet west of the west line of N. Southport Avenue.—*Referred to the Committee on Local Industries, Streets and Alleys.*

### Presented by
### ALDERMAN SINGER (44th Ward):

### Issuance of Carnival Permit Authorized.

A proposed order reading as follows:

*Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to issue a permit to St. Alphonsus Church, a regularly organized charitable or religious organization, for the period beginning June 6, 1969 and ending June 16, 1969, inclusive, for the conduct of a carnival or street fair on W. Oakdale Avenue between N. Southport and N. Greenview Avenues, in accordance with the City's carnivals ordinance, Sections 34-49.1 to 34-49.5, inclusive; and upon issuance of said permit the Commissioner of Streets and Sanitation shall provide barricades to prohibit vehicular traffic over the portion of the street affected, as provided by said carnivals ordinance.

On motion of Alderman Singer said proposed order was *Passed.*

*Referred*—PROPOSED ORDINANCE FOR ESTABLISHMENT OF BUS STAND.

Also a proposed ordinance for establishment of a bus stand on W. Fullerton Avenue (north curb) from a point 67 feet east of the east property line of N. Halsted Street to a point 125 feet east thereof.—*Referred to the Committee on Local Transportation.*

### Presented by
### ALDERMAN HOELLEN (47th Ward) and ALDERMAN SCHOLL (41st Ward):

### June 15, 1969 Proclaimed as "German-American Day in Chicago".

A proposed resolution reading as follows:

WHEREAS, The 117 United German-American Societies of Greater Chicago affiliated in the German-American Day Association will hold their Annual German-American Day Festivities at St. Paul's Forest Preserve, Morton Grove, on Saturday and Sunday, June 14 and 15, 1969; and

WHEREAS, Through their industry, determination and loyalty to American ideals and principles, Chicago citizens of German ancestry, numbering more than a half-million, have contributed in great measure to the growth and culture of the City of Chicago and to our country; now, therefore,

*Be It Resolved,* That the City Council of the City of Chicago, conscious of the many contributions of Chicago's citizens of German ancestry toward the advancement of our city and nation, hereby extend congratulations and best wishes to all those who will participate in the German-American Day festivities at St. Paul's Woods in Morton Grove on Saturday and Sunday, June 14 and 15, 1969; and

*Be It Further Resolved,* That the City Council and the Mayor of the City of Chicago do hereby proclaim Sunday, June 15, 1969, as German-American Day in the City of Chicago.

Alderman Hoellen moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed resolution. The motion *Prevailed.*

On motion of Alderman Hoellen (seconded by Alderman Scholl) said proposed resolution was *Adopted.*

### Presented by
### ALDERMAN WIGODA (49th Ward):

### Congratulations Extended Rabbi David Lincoln and Members of Congregation B'nai Zion for Years of Service to Jewish Community and People of Chicago.

A proposed resolution reading as follows:

WHEREAS, Congregation B'nai Zion, located in Rogers Park, is, this year, celebrating its fiftieth anniversary; and

WHEREAS, Congregation B'nai Zion was the first conservative synagogue in the Chicago area; and

WHEREAS, Congregation B'nai Zion in the past half century has contributed much to the educational and spiritual life of the City of Chicago; and

WHEREAS, Congregation B'nai Zion continues to serve the spiritual and educational needs of the people of the Jewish faith living in Rogers Park and the entire metropolitan area of the City of Chicago; now, therefore,

*Be It Resolved,* That the Mayor of the City of Chicago and the members of the City Council assembled here this 28th day of May, 1969, does hereby congratulate its spiritual leader, Rabbi David Lincoln, and all the members of Congregation B'nai Zion and sends to them their best wishes for continued years of service to the Jewish community and to all of the people of the City of Chicago.

Alderman Wigoda moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed resolution. The motion *Prevailed.*

On motion of Alderman Wigoda said proposed resolution was *Adopted.*

## 5. FREE PERMITS, LICENSE FEE EXEMPTIONS, CANCELLATION OF WARRANTS FOR COLLECTION, AND WATER RATE EXEMPTIONS, ETC.

**Proposed ordinances, orders, etc. described below, were presented by the aldermen named, and were *Referred to the Committee on Finance,* as follows:**

*Free Permits to Churches, Etc.:*

BY ALDERMAN HUBBARD (2ND WARD):

West Point Missionary Baptist Church, No. 3572 S. Cottage Grove Avenue—construction of a new church edifice.

BY ALDERMAN LUPO (9TH WARD):

Lebanon Lutheran Church, No. 13100 S. Manistee Avenue—construction of a one story church building and use of water in conjunction therewith.

BY ALDERMAN STASZCUK (13TH WARD):

Sisters of St. Casimir, No. 2601 W. Marquette Road—construction of addition to existing building, all electrical work and use of water in conjunction therewith.

BY ALDERMAN SCHOLL (41ST WARD):

Serbian Orthodox Cathedral—"Holy Resurrection", No. 5701 N. Redwood Drive—electrical installations in their Social Center.

BY ALDERMAN MCCUTCHEON (43RD WARD):

Infant Welfare Society, No. 1931 N. Halsted Street—construction of additional facilities, renovation and remodeling of existing building, all electrical work and use of water in conjunction therewith.

*License Fee Exemptions for Homes, Hospitals, Day Care Centers, Etc.:*

BY ALDERMAN DESPRES (5TH WARD):

First Mount Calvary Baptist Church, No. 6111 S. Kenwood Avenue.

BY ALDERMAN BUCHANAN (10TH WARD):

South Chicago Community Center Day Nursery and Kindergarten, No. 9135 S. Brandon Avenue.

BY ALDERMAN FROST (21ST WARD):

Chatham Pre-School Center (The Chatham-Bethlehem Church), No. 741 E. 84th Street.

BY ALDERMAN WIGODA (49TH WARD):

Rogers Park Center of the Jewish Community Centers of Chicago, No. 7101 N. Greenview Avenue.

*Waiving of Traffic Sign Fees, Etc.:*

BY ALDERMAN CULLERTON (38TH WARD):

Robert Reeves, No. 8159 W. Irving Park Road—removal of, installation and maintenance of traffic signs.

*Cancellation of Warrants for Collection:*

BY ALDERMAN DESPRES (5TH WARD):

Nicholas J. Pritzker Center and Hospital, No. 800 E. 55th Street—elevator inspection.

BY ALDERMAN BOHLING (7TH WARD):

Young Men's Jewish Council, No. 7601 S. Phillips Avenue—fuel burning and refuse burning equipment inspections.

BY ALDERMAN KUTA (FOR ALDERMAN JANOUSEK, 22ND WARD):

Orthodox Jewish Home for the Aged, No. 1648 S. Albany Avenue—elevator inspection.

BY ALDERMAN MARZULLO (25TH WARD):

Cook County School of Nursing, No. 1900 W. Polk Street—building inspection.

BY ALDERMAN SAIN (27TH WARD):

Chicago United Mission, Nos. 32-34 S. Desplaines Street—building inspection.

BY ALDERMAN KEANE (31ST WARD):

Humboldt Tabernacle, No. 1515 N. Homan Avenue—sign inspection.

BY ALDERMAN CASEY (37TH WARD):

St. Lucy Church, No. 5911 W. Midway Park—elevator inspection.

BY ALDERMAN FRIED (42ND WARD):

Rehabilitation Institute of Chicago, No. 401 E. Ohio Street—sign inspections (3).

# UNFINISHED BUSINESS.

### General Assembly Memorialized to Approve or Disapprove Sundry Bills Affecting City of Chicago.

On motion of Alderman Bohling the City Council took up for consideration the report of the Committee on Federal and State Legislation deferred and published on May 14, 1969, pages 5521-5522.

Alderman Bohling moved to Concur In the committee's recommendations to *Approve* or to *Disapprove* certain House and Senate Bills affecting the City of Chicago now pending before the General Assembly.

After debate Alderman Bohling moved to Concur In the committee's report to *Approve* House Bill 2787 appearing on page 5521. The motion *Prevailed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Bohling, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, Kerwin, Hoellen, Wigoda—35.

*Nays*—Aldermen Despres, Rayner, Cousins, Simon, McCutcheon, Singer—6.

The following is said House Bill 2787 as approved:

HOUSE BILL 2787

Allows violators of municipal ordinances to be incarcerated up to six (6) months.

Alderman Bohling next moved to Concur In the recommendations of the committee on all House and Senate Bills appearing on pages 5521-5522, except HB 2787. The question being put, the motion *Prevailed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Fried, McCutcheon, Singer, Kerwin, Hoellen, Wigoda—43.

*Nays*—None.

The following are said House and Senate Bills as approved:

That the City Council *Approve* and respectfully petition the General Assembly of the State of Illinois to enact into law—

HOUSE BILL 1877

Amends Highway Code. Raises the limit of motor fuel tax funds that a municipality may spend on the construction or maintenance of streets from 50% to 60%. Raises the amount that may be spent on maintenance from ½ to ¾ of the allotted amount.

HOUSE BILL 2007

Amends Illinois Municipal Code. Increases municipal retail sales tax to 1%, all additional revenues over ¾ of 1% to go to salaries of law enforcement, fire protection, or public health personnel or for abatement of real estate taxes.

HOUSE BILL 2382

Amends Illinois Municipal Code. Increases from 6% to 7% the maximum interest rate on refunding bonds.

HOUSE BILL 2383

Amends Illinois Municipal Code. Increases interest rate of tax anticipation warrants from 6% to 7%.

HOUSE BILL 2384

Amends Illinois Municipal Code. Increases maximum interest rate from 4% to 6% on bonds which municipalities of 500,000 or more may issue to create working cash fund.

HOUSE BILLS 2406 THRU 2410

Increases from 6% to 7% maximum interest rate on bonds for waterworks and sewer systems.

HOUSE BILL 1640

Amends Pension Code relating to Municipal Employees' Annuity and Benefit Fund of Chicago. Adds new Section which gives to those heretofore retired a partial similar automatic annual increase in annuity as given to those who now retire and have retired since the year 1960.

HOUSE BILL 1641

Amends Pension Code relating to Municipal Employees' Annuity and Benefit Fund of Chicago. Permits payment by participants in the Municipal Employees' Annuity and Benefit Fund of Chicago to such Fund for credit for annuity purposes for service heretofore rendered to a governmental body in the State of Illinois whose employees are covered by the Retirement System Reciprocal Act. Payment and credit limited to such service as was rendered prior to the time the present pension plan of the applicable governmental body came into force and effect. Subject to other specified limitations and conditions.

HOUSE BILL 1808

Amends Illinois Municipal Code. Authorizes municipalities to license and regulate businesses and occupations.

HOUSE BILL 1809

Amends Illinois Municipal Code. Authorizes municipalities to pass ordinances to promote public health, safety, morals and general welfare.

HOUSE BILL 1811

Amends the Illinois Municipal Code of 1961. Increases judgment tax levy authorization for municipalities with a population of 500,000 or more to $4,500,000 (now $3,000,000).

HOUSE BILL 1813

Amends Revenue Act of 1939. Provides that City shall be reimbursed in any court decree concerning any land which the City has an interest.

HOUSE BILL 2550

Provides for creation of Urban Transportation Districts within municipalities.

HOUSE BILL 2702

Changes maximum amount of certain unincorporated land municipality may annex by ordinance from 60 to 100 acres.

SENATE BILL 957

Creates Fair Housing Act. Prohibits discrimination in the sale, leasing, renting, listing of financing of real property. Defines unfair housing practice and specifies procedures for filing complaints and correcting unfair practices. Specifies the powers and duties of the Commission on Human Relations in administering the Act. Provides for review of Commission orders under the Administrative Review Act.

SENATE BILL 983

Amends Vehicle Code (H.B. 1951). Establishes a new system of registration of motor vehicles. Provides that re-registration is to be distributed throughout the year in each county by means of monthly series system of renewals. Provides that month of expiration is to be shown on the plates. Effective January 1, 1970.

That the City Council *Disapprove* and respectfully petition the General Assembly of the State of Illinois not to enact into law——

HOUSE BILL 2277

Amends 1941 Cities and Villages Act relating to the City of Chicago. Requires run-off election if total vote of winner in alderman race is less than 40% of the number of registered voters in the ward, except when there is only one candidate. Requires voter approval by referendum before amendment takes effect.

SENATE BILL 1085

Amends Article 21 of 1941 Cities and Villages Act. Provides for partisan aldermanic elections in Chicago. Referendum.

That the City Council *Approve* and respectfully petition the General Assembly of the State of Illinois to enact into law, provided that the exclusion recited therein shall be removed, because the Statutes presently protect the news and educational publications—

HOUSE BILL 1253

Adds Section to Municipal Code. Provides cities may pass and enforce all ordinances necessary or desirable to promote or protect the public health, safety, morals or general welfare. Excludes those engaged in the dissemination of news or the sale and distribution of educational material.

HOUSE BILL 1257

Amends the Illinois Municipal Code. Empowers the corporate authorities of each municipality to license, tax and regulate all business carried on for gain within the corporate limits. Excludes those engaged in the dissemination of news or the sale and distribution of educational material.

## MISCELLANEOUS BUSINESS.

### Presence of Visitors Noted.

Honorable Richard J. Daley, Mayor, called the Council's attention to the presence in the gallery of the following:

25 students from the Work Study Program Class of Urban Youth Program (1st Ward), accompanied by John O'Brill;

12 students from the Student Council Class of Doniat Elementary School (4th Ward), accompanied by Mrs. Josephine Graham;

65 students from the 8th Grade Graduate Class of Lewis-Champlin Elementary School (20th Ward), accompanied by Jerry Hayes.

The visitors were welcomed and were invited to attend future meetings.

### Time Fixed for Next Succeeding Regular Meeting.

By unanimous consent Alderman Keane thereupon presented a proposed ordinance which reads as follows:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the next succeeding regular meeting of the City Council of the City of Chicago to be held after the regular meeting held on Wednesday, the twenty-eighth (28th) day of May, 1969, at 2:00 P.M., be and the same is hereby fixed to be held on Monday, the twenty-third (23rd) day of June, 1969, at 10:00 A.M., in the Council Chamber in the City Hall.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Fried, McCutcheon, Singer, Kerwin, Hoellen, Wigoda—43.

*Nays*—None.

### ADJOURNMENT.

Thereupon Alderman Buchanan moved that the City Council do *Adjourn.* The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Monday, June 23, 1969, at 10:00 A.M., in the Council Chamber in the City Hall.

John C Marcin

JOHN C. MARCIN,
*City Clerk.*

(Published by Authority of the City Council of the City of Chicago)

COPY

# JOURNAL *of the* PROCEEDINGS
OF THE
# CITY COUNCIL
OF THE
# CITY OF CHICAGO, ILLINOIS

## Special Meeting—Thursday, June 5, 1969

at 2:00 P.M.

*(Council Chamber—City Hall—Chicago, Illinois)*

## OFFICIAL RECORD.

### Call to Order.

On Thursday, June 5, 1969, at 2:00 P.M. (the day and hour appointed for the meeting) Honorable Richard J. Daley, Mayor, called the City Council to order. John C. Marcin, City Clerk, called the roll of members and it was found that there were present at that time:

Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, Keane, Gabinski, Brandt, Sande, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—45.

Quorum present.

### CALL FOR MEETING READ.

John C. Marcin, City Clerk, thereupon informed the City Council that the following call for the meeting was filed in his office on June 3, 1969:

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 3, 1969.

*Honorable John C. Marcin,*
*City Clerk,*
*Room 107, City Hall,*
*Chicago, Illinois.*

DEAR MR. MARCIN—I have called a special meeting of the City Council for the purpose of paying honor to the life and memory of our beloved colleague and friend Honorable Otto F. Janousek, Alderman of the 22nd Ward. The meeting is to be held on Thursday, June 5, 1969, at 2:00 P.M. in the Council Chamber in the City Hall.

Very truly yours,

(Signed) RICHARD J. DALEY,
*Mayor.*

### Resolution Adopted on Death of Otto F. Janousek, Alderman of the 22nd Ward.

Honorable Richard J. Daley, Mayor, on behalf of himself and the other members of the City Council presented the following proposed resolution:

WHEREAS, Almighty God, in His Infinite Wisdom, has taken from our midst our beloved colleague Otto F. Janousek, Alderman of the 22nd Ward; and

WHEREAS, Alderman Janousek was a giant of a man and a giant among men, and the standards by which he is measured are equally exceptional; it is thus significant that his term of service in this Council, with one exception, was longer than any other; a measure of the great esteem in which he was held were the extraordinary majorities with which his constituents in the 22nd Ward returned him to office; and

WHEREAS, Alderman Janousek was truly a representative of the 22nd Ward, living in the same neighborhood all his life, giving constant support to local organizations, devoting long hours to the solution of community problems; in a sense, all the people of the 22nd Ward were his family; and

Whereas, Alderman Janousek came from humble beginnings, the son of an immigrant tailor; he worked as a cabdriver, chauffeur, court bailiff, and accountant for the fire department; his lifetime was typical of those men whose diligence and competence have moved them to the forefront in responsibility and respect; and

Whereas, Alderman Janousek's loyalty, personal integrity, and quiet strength, were qualities that gave assurance to all who knew him, and thus he was able, by his mere presence, to lend dignity and authority to any proceeding in which he took part; and

Whereas, Alderman Janousek's many years of service gave him a perspective and an insight into the workings of a great city that were of great value to Chicago and, particularly, to this Council; avoiding flamboyance, he shared his wealth of experience and common sense in his own modest way and, as a result, contributed much to the success of our continuing experiment in representative government; and

Whereas, Alderman Janousek, in more than a quarter century of service in this Council and to the City, and in the daily personal association with his colleagues, in conscientious attention to his duties, and in the deep concern for the well-being of the city he loved, won the universal respect and affection of friends, neighbors, and associates who relied so heavily on his concern and compassion and who now mourn his departure; now, therefore,

*Be It Resolved,* That the Mayor and members of the City Council of the City of Chicago, assembled in special session this 5th day of June, A.D. 1969, do hereby express publicly their great sorrow at the passing of their colleague and friend, Otto F. Janousek, a distinguished public servant, and do acknowledge with regret the void that his passing leaves in their united efforts for a richer, fuller life in this community and, more personally, in the warm and affectionate relationship that has continued between them for twenty-six years; and

*Be It Further Resolved,* That a suitable copy of this memorial resolution be presented to Alderman Janousek's sister, Mrs. Frank Kral.

Committee consideration was dispensed with by unanimous consent, and on motion of Alderman Keane the foregoing proposed resolution was *Adopted,* unanimously, by a rising vote.

In addressing the City Council, Alderman Keane spoke of the transitory times in which we all live; all are assigned tasks to perform and that Alderman Janousek had accepted his tasks in a serious manner and acted upon them to the best of his ability. He told of how the late alderman was everyone's friend; that he considered what was good for the City was also good for his Ward; he mentioned his outstanding record in the field of public relations and that he was a staunch defendant of the rights of all people; how he had worked for betterments and improvements not only for the 22nd Ward but for the entire City; he also spoke of his love for people, but especially his love for children. In conclusion Alderman Keane spoke of how very much Alderman Janousek would be missed by his colleagues and extended his condolences to the bereaved family and to the residents of the 22nd Ward.

In seconding the foregoing resolution Aldermen Sain, Buchanan, Hoellen, Wigoda, Fitzpatrick, Bohling, Frost, Kuta, Marzullo, Holman, Metcalfe, Simon, Sperling, Burke, Lupo, Collins, Fifielski and Rayner, all spoke of the late Alderman's outstanding virtues. They cited his love of sports, particularly baseball and football. He was cited for having led a good life and of his enjoyment, not only of sports affairs, but that he also loved the theatre, the arts and literature. They spoke of his outstanding service to his Ward in his capacity as an Alderman and a Committeeman. It was noted that he never delegated his "errands", that he tirelessly went from office to office in his efforts to solve problems and help his friends, as that was the way he regarded his constituents. All remarked about his large stature, not only in size, but also of the largeness of his heart. Several of the aldermen mentioned how helpful he had been in assisting them as novices in the City Council; they spoke of his patience, his consideration and his modesty. It was suggested that as a tribute to the alderman's memory, an attempt should be made to emulate his many wonderful traits, not the least of which was his courtesy to his colleagues, and his courage. While it was noted that Alderman Janousek was seventy years of age, he had truly been "young at heart". All admired him as a decent, hard working man. Each of the seconding Aldermen extended their sympathy to the late Alderman's sister and the other members of the family.

Honorable Richard J. Daley, Mayor, addressed the Council stating that he had indeed lost a fine friend, that above all he would characterize him as being a "man for all seasons". He stated that he wished to publicly thank him for all the assistance he had rendered, and for his great loyalty. He spoke of his pride in his position and in his City, mentioning that he had been a good neighbor, not only to his Ward but to all the citizens of Chicago. He also said that perhaps Alderman Janousek would not be considered a great orator, but that his actions and deeds would stand "tall" when the history of Chicago is written. The Mayor also spoke of the vision Alderman Janousek had as Chairman of the Committee on Port of Chicago, Wharves and Bridges. He had been intensely interested in the growth of the Calumet Harbor area and Navy Pier. The Mayor told how the Alderman had great plans for Navy Pier as a recreational area for all the citizens of Chicago.

The Mayor thereupon called the Council's attention to the presence at the meeting of Mr. and Mrs. Frank Kral, sister and brother-in-law, Mr. Otto Kral, nephew, with his wife, and dear friends, Commissioner Lillian Piotrowski and Judge Eugene L. Wachowski.

## ADJOURNMENT.

Alderman Keane moved that the Council *Adjourn.* The motion Prevailed, and the City Council *Stood Adjourned.*

John C Marcin

John C. Marcin,
*City Clerk.*

*(Published by Authority of the City Council of the City of Chicago)*

COPY

# JOURNAL *of the* PROCEEDINGS

OF THE

# CITY COUNCIL

OF THE

# CITY OF CHICAGO, ILLINOIS

## Regular Meeting—Monday, June 23, 1969

at 10:00 A.M.

*(Council Chamber—City Hall—Chicago, Illinois)*

## OFFICIAL RECORD.

### Attendance at Meeting.

*Present*—Honorable Richard J. Daley, Mayor, and Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling.

*Absent*—Aldermen Swinarski, Kuta, Zydlo, Fried.

### Call to Order.

On Monday, June 23, 1969, at 10:00 A.M. (the day and hour appointed for the meeting) Honorable Richard J. Daley, Mayor, called the City Council to order. John C. Marcin, City Clerk, called the roll of members and it was found that there were present at that time: Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Hoellen, O'Rourke, Wigoda, Sperling—44.

Quorum present.

On motions made by Alderman Sain, Alderman Frost and Alderman Bilandic, respectively, it was ordered noted in the record that Alderman Zydlo was absent due to illness, Alderman Kuta was in training with the National Guard and Alderman Fried was absent due to illness.

### Invocation.

Reverend Thaddeus Zygowicz, of the Congregation of the Resurrection, Instructor at Gordon Technical High School, opened the meeting with prayer.

### PRESENTATION OF MAYOR DALEY YOUTH FOUNDATION TROPHY TO SCHURZ HIGH SCHOOL BASEBALL TEAM AND INTRODUCTION OF WINNERS OF GRADE SCHOOL ESSAY CONTEST.

Unanimous consent was given to permit the holding of ceremonies to award the Mayor Daley Youth Foundation Trophy to the Schurz High School Baseball Team, winners of the Illinois State High School Baseball Championship and also to introduce the winners of an essay contest entitled "Why I Appreciate Being a Chicagoan", sponsored by the District National Bank.

Thereupon Honorable Richard J. Daley, Mayor, invited the members of the Schurz baseball team to the rostrum, accompanied by Eugene Vandenbird, Principal, whom he introduced to the Council and guests. Mr. Vandenbird in acknowledging the introduction thanked the Mayor and Council members on behalf of himself and the school for the honor paid to the team, stating that he was most grateful and appreciative and that he also wanted everyone to know that there were 4400 more students just like the members of the baseball team "at home". The Mayor also presented Pete Domain and Tom Warden, Co-Captains, who expressed their appreciation and stated that they were very happy to represent the great City of Chicago. The Mayor expressed his pleasure at being able to award the Trophy to such an outstanding example of athletes and scholars. He wished them all success in their future endeavors.

The Mayor thereupon invited to the rostrum the winners of an essay contest sponsored by the District National Bank, on the subject "Why I Appreciate Being a Chicagoan". The winners, accompanied by Morgan Finley, Vice President of the Bank, were introduced to the Council: Bonita Debulskis and Vincent Henley of St. George School, and Bernard Reusz of the Nativity of Our Lord School, each of whom spoke of their pleasure at being chosen a winner and thanked the Mayor and members for the opportunity to be in attendance at the Council meeting.

### REGULAR ORDER OF BUSINESS RESUMED.

### JOURNAL (May 28, 1969).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on Wednesday, May 28, 1969, at 2:00 P.M., signed by him as such City Clerk.

Alderman Wigoda moved to *Approve* said printed Official Journal and to dispense with the reading thereof. The question being put, the motion *Prevailed.*

### JOURNAL (June 5, 1969).

The City Clerk submitted the printed Official Journal of the Proceedings of the Special Meeting held on Thursday, June 5, 1969, at 2:00 P.M., signed by him as such City Clerk.

Alderman Wigoda moved to *Approve* said printed Official Journal and to dispense with the reading thereof. The question being put, the motion *Prevailed.*

## REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

### *Referred*—TWO PROPOSED ORDINANCES TO AUTHORIZE ACQUISITION OF LIBRARY SITES AT SPECIFIED LOCATIONS.

Honorable Richard J. Daley, Mayor, submitted the following communication, which was, together with the proposed ordinances transmitted therewith, *Referred to the Committee on Finance:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 23, 1969.

*To the Honorable, The City Council of the City of Chicago:*

GENTLEMEN—At the request of the Board of the Chicago Public Library, I transmit herewith two ordinances authorizing the acquisition of two library sites and providing that the Corporation Counsel is authorized to initiate condemnation proceedings in the event negotiations for their acquisition prove to be unsuccessful.

Your approval of these proposed ordinances is requested.

Very truly yours,
(Signed) RICHARD J. DALEY,
*Mayor.*

### *Referred*—PROPOSED ORDINANCE TO EXTEND TIME FOR COMPLIANCE WITH BUILDING REGULATIONS GOVERNING USE OF BELOW-GRADE CLASSROOMS.

Honorable Richard J. Daley, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Buildings and Zoning:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 23, 1969.

*To the Honorable, The City Council of the City of Chicago:*

GENTLEMEN—I am herewith transmitting an ordinance to extend the time during which certain type school classrooms may be utilized from September 16, 1969 to and including September 15, 1970.

The continuing demand for classroom space in many of our existing schools necessitates the extended authorization to use below-grade classrooms until such time as they can be replaced by new construction.

Very truly yours,
(Signed) RICHARD J. DALEY,
*Mayor.*

### Time Extended for Compliance with Provisions of Section 17-25(3)(a) of Municipal Code Governing Prohibited Sale of Specified Type of Coal.

Honorable Richard J. Daley, Mayor, submitted the following communications:

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 23, 1969.

*To the Honorable, The Members of the City Council of the City of Chicago:*

GENTLEMEN—I am transmitting for your consideration, an ordinance to amend Section 17-25 (3)(a) of the Municipal Code of Chicago. The section was originally enacted on June 19, 1968 (C.J. p. 3131), and prohibited the sale of coal having a sulfur dioxide content of more than 2.5%, beginning one year after the effective date of the ordinance.

Investigation discloses that at the present time there is an inadequate supply of coal having a sulfur dioxide content of 2.5% or less and, therefore, it would be inexpedient to enforce the provisions of Section 17-25(3)(a) at this time.

The proposed ordinance provides that the provisions of the original ordinance shall not be enforced until two years, rather than one year, after its effective date.

Your favorable consideration of this proposed ordinance shall be appreciated.

Very truly yours,
(Signed) RICHARD J. DALEY,
*Mayor.*

Alderman Keane moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed ordinance transmitted with the Mayor's communication.

After debate, Alderman Singer moved to Refer the proposed ordinance to the Committee on Health.

Alderman Keane moved to *Lay the Motion to Refer on the Table.* The motion to Lay on the Table *Prevailed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Metcalfe, Holman, Lupo, Bilandic, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Fifielski, Kerwin, Wigoda—31.

*Nays*—Aldermen Hubbard, Despres, Rayner, Bohling, Cousins, Buchanan, Staszcuk, Simon, Scholl McCutcheon, Singer, Hoellen, O'Rourke, Sperling—14.

The main question thereupon being put, on the passage of the pending proposed ordinance, the motion *Prevailed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Lupo, Buchanan, Bilandic, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Fifielski, Kerwin, Wigoda—33.

*Nays*—Aldermen Despres, Rayner, Bohling, Cousins, Staszcuk, Simon, Scholl, McCutcheon, Singer, Hoellen, O'Rourke, Sperling—12.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Subparagraph (3)(a) of Section 17-25 of the Municipal Code of Chicago, as amended by the City Council on June 19, 1968 (C.J. p. 3131), is hereby amended to read as follows:

"(3) Sulfur Dioxide Limitation

(a) No person shall cause or permit the use, or, if intended for use in the City of Chicago, the purchase, sale, offer for sale, storage or transportation, of fuel which, as determined by the methods of the American Society for Testing and Materials, contains more than the following percentages of sulfur by weight:

For a period of two years, beginning two years after the effective date of this amendment:

fuel: 2.5 per cent

For a period of eighteen months, beginning four years after the effective date of this amendment:

fuel: 2.0 per cent

Thereafter:

fuel: 1.5 per cent"

In all other respects, Section 17-25 of the Municipal Code of Chicago, as amended, shall be and the same hereby is in full force and effect.

SECTION 2. This ordinance shall be effective from and after its passage and due publication.

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### Tribute Paid to Late Nathaniel Leverone.

Honorable Richard J. Daley, Mayor, on behalf of himself and the other members of the City Council presented the following proposed resolution:

WHEREAS, Almighty God has called to his eternal reward Nathaniel Leverone, Chicago industrialist and civic leader; and

WHEREAS, Nathaniel Leverone exemplified the spirit of American enterprise in story-book fashion when, in 1929 at the beginning of the Great Depression, he transformed an investment in vending machines into a multimillion-dollar industrial empire; and

WHEREAS, Nathaniel Leverone, a 1906 graduate of Dartmouth College and recipient of six honorary degrees from colleges and universities, was a generous supporter of education; and

WHEREAS, Nathaniel Leverone's personal integrity and civic idealism made him a successful participant, as a leader of the Chicago Crime Commission and the Chicago Better Business Bureau, in the struggle against widespread racketeering during the 1920's; and

WHEREAS, Nathaniel Leverone had special concern for the welfare of children; he was for 14 years Chairman of the Chicago Youth Week Commission, giving youngsters the opportunity to observe at close range the functioning of a great city; for many years he took blind children to baseball games, providing them with transistor radios for following the action; and

WHEREAS, Nathaniel Leverone gave freely of his time to a multitude of civic organizations including the United Cerebral Palsy Association of Illinois and Chicago, The Rehabilitation Institute of Chicago, and Goodwill Industries of Chicago; and

WHEREAS, Nathaniel Leverone was also active as a lay religious leader and received in 1954 the first lay citation of merit ever given by the American Bible Society; now, therefore,

*Be It Resolved,* That the Mayor and members of the City Council of the City of Chicago, in meeting assembled this 23rd day of June, A. D. 1969, do hereby express publicly their sorrow at the passing of Nathaniel Leverone, an outstanding member of this community; and

*Be It Further Resolved,* That a suitable copy of this memorial resolution be presented to the family of Nathaniel Leverone.

Alderman Keane moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed.*

On motion of Alderman Keane said proposed resolution was *Adopted,* unanimously, by a rising vote.

### *CITY COUNCIL INFORMED AS TO MISCELLANEOUS DOCUMENTS FILED OR RECEIVED IN CITY CLERK'S OFFICE.*

John C. Marcin, City Clerk, informed the City Council that documents have been filed or received in his office, relating to the respective subjects designated, as follows:

#### *Proclamations.*

Proclamations of Honorable Richard J. Daley, Mayor, designating times for special observances as follows:

"Candy Week in Chicago": June 1-5, 1969;

"Shriners' Hospital for Crippled Children Day in Chicago": Sunday, June 8, 1969;

"Grand Army of the Republic Memorial Week in Chicago": May 26-30, 1969;

"League of Women Voters Day in Chicago": June 10, 1969;

"Premature Infant Day in Chicago": Saturday, June 14, 1969;

"Fraternal Week in Chicago": June 8 through 14, 1969;

"Flag Day in Chicago": June 14, 1969;

"Puerto Rican Week in Chicago": Saturday, June 14 and ending Saturday, June 21, 1969;

"Alitalia Day in Chicago": Thursday, June 12, 1969;

"Pal's Day in Chicago": Saturday, July 5, 1969;

"Centennial Celebration of the Chicago Chapter of the American Institute of Architects Days in Chicago": June 22-26, 1969;

"Welcome a Visitor Week in Chicago": Week of June 15 through June 21, 1969;

"Chicago to Act as Host to His Holiness Khoren I, Catholicos of the Armenian Apostolic Church": Sunday, June 22, 1969.

#### *Acceptances and Bonds under Ordinances.*

Also acceptances and bonds under ordinances as follows:

Nick Beucher and Sons Company: acceptance and bond under an ordinance passed on April 9, 1969 (wires, cable and pole); filed on May 2, 1969;

Illinois Bell Telephone Company: acceptance and bond under an ordinance passed on April 9, 1969 (underground raceway); filed on June 5, 1969;

Metalcraft Corporation: acceptance and bond under an ordinance passed on April 9, 1969 (railroad switch track); filed on May 1, 1969;

Joseph T. Ryerson and Son, Inc.: acceptance and bond under an ordinance passed on April 9, 1969 (conduits encased in concrete); filed on May 8, 1969;

Sleepmakers Inc.: acceptance and bond under an ordinance passed on April 9, 1969 (railroad switch track); filed on May 16, 1969;

Turtle Wax, Inc.: (2) acceptances and bonds under ordinances passed on April 9, 1969 (railroad switch track and transformer vault with conduits); filed on May 2, 1969.

#### *State Approval of Ordinances Concerning M.F.T. Projects.*

Also communications from G. T. March, District Engineer, dated June 2, 4, 6, 9, 12 and 13, 1969, announcing that the Division of Highways of the Department of Public Works and Buildings of the State of Illinois has approved ordinances passed by the City Council on May 14, 1969 relating to the respective subjects specified (involving expenditures of motor fuel tax funds), as follows:

Funds authorized for plans, designs, reconstruction, redecking, etc. of the following bridges:

W. Division Street Bridge over North Branch Canal (Section Division Street 0909.1-CS);

Franklin-Orleans Street Bridge over North Branch Chicago River (Section Franklin Street-Orleans Street 2121.1-C.S.);

W. Grand Avenue Bridge over North Branch Chicago River (Section Grand Avenue 1010.5-CS);

S. Kedzie Avenue Bridge over Sanitary and Ship Canal (Section Kedzie Avenue 1717.1-CS);

N. La Salle Street Bridge over Main Channel Chicago River (Section La Salle Street 2121.3-CS);

S. Loomis Street Bridge over South Branch Chicago River (Section Loomis Street 1818.2-CS);

100th Street Bridge over Calumet River (Section 100th Street 1515 CS);

N. State Street Bridge over Main Branch Chicago River (Section State Street 2121.4-CS);

Funds authorized for pavement repairs in Arterial Streets, County and State Highways during Year 1969;

Funds authorized for repairs to pavements in improved streets other than Arterial Streets, County or State Highways during Year 1969 (Section Curb and Gutter);

Funds authorized for repairs to pavements in improved streets other than Arterial Streets, County or State Highways during Year 1969 (Section Asphalt Pavement);

Funds authorized for street-cleaning maintenance of Arterial Streets, County and State Highways during Year 1969;

Funds authorized for street-cleaning maintenance of improved streets other than Arterial Streets, County and State Highways during Year 1969;

Funds authorized for improvement of Local Lake Shore Drive from E. Oak Street to E. Bellevue Place and E. Banks Street to E. La Salle Drive (Project No. 557);

Funds authorized for maintenance, repair and painting of existing bridges, viaducts and related appurtenances on Arterial Streets and Highways (Section Bridge Maintenance 1969);

Authorizing negotiations for acquisition of two parcels of property needed for opening, widening and reconstruction of N. Kedzie Avenue from N. Emmett Street to W. Diversey Avenue (Section Kedzie Avenue 2424.2-CS);

Funds authorized for improvement of portion of W. 31st Street (Project No. 504);

Funds authorized for cleaning and repair of sewers and sewer appurtenances on Arterial Streets and State Highways.

#### *Duplicate Payrolls.*

Also duplicate payrolls for the periods ended on May 15 and 31, 1969, received from Otto H. Loser, City Comptroller, as follows:

Police Department Payrolls 1180, 1180H, 1186 and 1187;

Fire Department Payrolls 1230, 1230H and 1235;

Miscellaneous Payrolls.

### *Oaths of Office.*

Also oaths of office of the following:

Reverend David E. Readye as a member of the Chicago Plan Commission; filed on June 13, 1969;

John Hope Franklin as a member of the Board of Directors of the Chicago Public Library; filed on June 4, 1969;

Walter J. Buettner as a member of the Retirement Board of the Policemen's Annuity and Benefit Fund; filed on June 3, 1969.

### *Reports and Documents of Commonwealth Edison Co.*

Also a communication (received on June 2, 1969) signed by William H. Colwell, Secretary of the Commonwealth Edison Company, which reads as follows:

"Pursuant to the provision of the 1948 Franchise Ordinance granted to this Company. I am enclosing copies of reports of the Company, as listed below:

Monthly report to Illinois Commerce Commission with respect to routine transactions with affiliates for the month of April, 1969.

Statement, dated May 19, 1969, for bills issued in June, 1969, to Illinois Commerce Commission relating to Standard Contract Rider No. 20.

Monthly statement to Federal Power Commission (F.P.C. Form No. 5), of electric operating revenues and income, for the month of April, 1969.

Monthly power plant report to Federal Power Commission (F.P.C. Form No. 4), for the month of March, 1969.

Annual Power System Statement (F.P.C. Form No. 12), to Federal Power Commission for the year ended December 31, 1968.

Annual report to Illinois Commerce Commission (Form No. 21), for the year ended December 31, 1968.

Monthly power plant report to Federal Power Commission (F.P.C. Form No. 4), revised for the months of January and February, 1969".

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## *CITY COUNCIL INFORMED AS TO PUBLICATION OF ORDINANCES.*

The City Clerk informed the City Council that all those ordinances which were passed by the City Council on May 28, 1969, and which were required by statute to be published in book or pamphlet form or in one or more newspapers, were published in pamphlet form on June 13, 1969 by being printed in full text in printed pamphlet copies of the Journal of the Proceedings of the City Council of the regular meeting held on May 28, 1969 [published by authority of the City Council in accordance with the provisions of Section 5-5 of the Municipal Code of Chicago, as passed on December 22, 1947], which printed pamphlet copies were delivered to the City Clerk on June 13, 1969.

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## *MISCELLANEOUS COMMUNICATIONS, REPORTS, ETC. REQUIRING COUNCIL ACTION (TRANSMITTED TO CITY COUNCIL BY CITY CLERK).*

The City Clerk transmitted communications, reports, etc., relating to the respective subjects listed below, which were acted upon by the City Council in each case in the manner noted, as follows:

### *Monthly Report of Board of Health (Dept. of Medical Examination and Emergency Treatment).*

A report of the Board of Health (Dept. of Medical Examination and Emergency Treatment) for the month of May, 1969.—*Placed on File.*

### *Recommendations by Commissioner of Development and Planning and Zoning Administrator Pertaining to Specified Amendments to Chicago Zoning Ordinance.*

Also a communication signed by Lewis W. Hill, Commissioner of the Department of Development and Planning under date of June 23, 1969, showing recommendations of the Commissioner and the Zoning Administrator concerning zoning amendments for which public hearings were held on Friday, June 20, 1969, in accordance with provisions of Section 11.9-4 of the Chicago Zoning Ordinance, as passed by the City Council on January 31, 1969.—*Placed on File.*

### *Zoning Reclassifications of Particular Areas.*

Also applications (in triplicate) of the persons named below, together with proposed ordinances, for amendment of the Chicago Zoning Ordinance as amended, for the purpose of reclassifying particular areas, which were *Referred to the Committee on Buildings and Zoning,* as follows:

John Dvorak—to classify as a C1-2 Restricted Commercial District instead of an R4 General Residence District the area shown on Map No. 4-F bounded by

the alley next north of and parallel to W. 18th Street; S. Desplaines Street; W. 18th Street; and S. Ruble Street;

Edmund J. Galecki—to classify as an R3 General Residence District instead of a C1-2 Restricted Commercial District the area shown on Map No. 12-H bounded by

a line 60 feet south of W. 50th Street; the alley next east of and parallel to S. Western Boulevard; W. 50th Place and S. Western Boulevard;

Hanover Development Corp.—to classify as an R6 General Residence District instead of an R5 General Residence District the area shown on Map No. 9-G bounded by

the right of way of the C. T. A.; the alley next west of and parallel to N. Sheridan Road; W. Dakin Street; the alley next west of and parallel to N. Sheridan Road, or the line thereof if extended where no alley exists; W. Byron Street; and N. Seminary Avenue;

Republic Savings & Loan Association—to classify as a B5-2 General Service District instead of an R3 General Residence District the area shown on Map No. 14-J bounded by

the alley next north of and parallel to W. 62nd Place; a line 127 feet 6 inches west of S. Kedzie Avenue; W. 62nd Place; and a line 168 feet 6 inches west of S. Kedzie Avenue;

Resurrection Hospital Association—to classify as a Residential Planned Development instead of an

R2 Single Family Residence District the area shown on Map No. 15-O bounded by

W. Talcott Avenue; N. Oketo Avenue; a line drawn from a point 700.99 feet south of W. Talcott Avenue along the west line of N. Oketo Avenue to a point 1610.27 feet south of W. Talcott Avenue along the east line of N. Oriole Avenue; and N. Oriole Avenue;

Charles L. Shrager Co.—to classify as a B4-2 Restricted Service District instead of an R3 General Residence District and an R4 General Residence District the area shown on Map No. 13-I bounded by

W. Foster Avenue; a line 125 feet west of N. Lincoln Avenue; W. Winona Street; a line 401 feet 9 inches west of N. Lincoln Avenue; a line 150 feet north of W. Winona Street; and a line 367 feet west of N. Lincoln Avenue;

Abraham E. Sharrow—to classify as an R7 General Residence District instead of an R6 General Residence District the area shown on Map No. 12-C bounded by

a line 165 feet north of E. 55th Street; the alley next east of and parallel to S. Everett Avenue; a line 110 feet north of E. 55th Street; and S. Everett Avenue;

Frank A. Trankina—to classify as an R4 General Residence District instead of a B4-1 Restricted Service District the area shown on Map No. 9-O bounded by

the alley next north of and parallel to W. Belmont Avenue; a line 100 feet east of N. Oconto Avenue; W. Belmont Avenue; and a line 50 feet east of N. Oconto Avenue;

Vulcan Electric Mfg. Co.—to classify as a C1-1 Restricted Commercial District instead of an R3 General Residence District the area shown on Map No. 6-H bounded by

the alley next south of and parallel to W. Cermak Road; S. Leavitt Street; a line 225 feet south of the alley next south of and parallel to W. Cermak Road; and the alley next west of and parallel to S. Leavitt Street;

John L. White—to classify as an M1-1 Restricted Manufacturing District instead of an R3 General Residence District the area shown on Map No. 5-L bounded by

the alley next north of and parallel to W. Cortland Street; a line 186.36 feet east of N. Lamon Avenue; W. Cortland Street; W. Grand Avenue; and N. Lamon Avenue;

Whitely Estates Corp.—to classify as a B2-1 Restricted Retail District instead of an R3 General Residence District the area shown on Map No. 28-H bounded by

W. Monterey Avenue; S. Hermosa Avenue; the alley next south of and parallel to W. Monterey Avenue; and a line 155 feet west of S. Hermosa Avenue;

Whitney Development Co. c/o Green, Murnighan & Kane—to classify as an R4 General Residence District instead of an R2 Single Family Residence District and an R3 General Residence District the area shown on Map No. 13-P bounded by

W. Foster Avenue; a line 241 feet west of N. Delphia Avenue; the corporate limits of the City of Chicago; a line 691 feet east of Northeast River Road; a line 274 feet north of the corporate limits of the City of Chicago; and Northeast River Road.

### *Claims against City of Chicago.*

Also claims against the City of Chicago, which were *Referred to the Committee on Finance,* filed by the following:

Aetna Casualty and Surety Division and Raymond McCollim, Aetna Life and Casualty and E. & Loretta Rumisek, Advance Auto Supply Co., Allstate Insurance, (7-Josef Habenschuss, Charles Jackson, John Jenkins, Yevette Lewis, Rodrigo S. Ortega, Govanni Rubino, and Guenther G. Wezek), American Maturity Insurance Co. and William B. Hunter, Avis Rent A Car System, Inc., Leo Blinski, Walter Boerner, Janis Broks, Fred Carroll, Joyce Causey, John C. Clasper, Gerald Cohen, M.D., Gladys Cunningham, Fred Daniel, Hessie Daniels, Joseph Davis, Joseph F. Dresden, Phyllis M. Fletcher, Willie L. Ford, Minnie Ganaway, Darlene C. Goelkel, Gradeis Express Co., Michael J. Green, Martin Grogan Construction Co., Wallace Gross, James R. Forrestal, Arby Hall, B. W. Handler Construction Co., King Edward Harris, M. Harte, H. A. Hassinger, Adelaide Helder, The Home Insurance Co., Home and Automobile Insurance Co. (2-John Chappello and Mary Louise Chitty), Illinois Bell Telephone Co., James Edward Johnson, Robert S. Kowal, Alvin Krassel, Linquist Burns Co. Insurance and Edward Warmowski, Robert Logan, Earle Ludgin & Co., James Lupo, George McCoy, James McNeace, John Miller, Mrs. V. Minors, Samuel Montgomery IV, Motors Insurance Corp, (4-Seldon Clark, Tamas S. Frecska, Robert James, and William Spencer), Miguel A. Murillo, Jimmy Myrick, Edward E. Newman, Norman Nusbaum for minor son Alan, Calvin Oliver, Lonnie G. O'Neal, Emiliano F. Padilla, Jose Pena, The Peoples Gas Light and Coke Co., (3), Maria Phillips, William Poczatek, Bernice Reo, May Robertson, Willie H. Robinson, Monir Sahari, Joseph Salinas, Hector Sanchez, Max H. Schwartz, Forrest Scott, Louis Seay, Seifert Plumbing, 71st and Vernon Liquors Inc., Mrs. Harry Shapiro, N. Sledge, State Farm Insurance, (2-Willard Robbins, and Wilbur Schuerr), Fredrick Stanley Co., Morris Steinbert, Richard Targo, Percy Thursman, Charlene Trombetta, Troy's Motor Service, United States Post Office, J. L. Van der Vort, Robert H. Wallace, Edward D. Walton, Jr., Edward R. Warmowski, Donald T. White, James L. Wykle, Edward M. Young, M. C. Zacharias, Elizabeth Zatz, Adeline Zikowski.

### *Court Decisions.*

Also communications from the Law Department addressed to the City Council signed by Edmund Hatfield, Richard F. Friedman, John J. George, Earl L. Neal, and Marsile J. Hughes, Assistant Corporation Counsel and Marvin E. Aspen, Head of Appeals and Review Division, transmitting the following decisions, which were *Placed on File:*

*Joseph I. Brown, Jr. et al., Plaintiffs-Appellants vs The City of Chicago, et al, Defendants-Appellees, Illinois Supreme Court No. 41550.* This was an Injunction suit brought to restrain enforcement of Chicago's Gun Registration Ordinance on grounds of unconstitutionality. The strongest point urged by the Plaintiff was that the State had withdrawn from the City the power to legislate on the subject of firearms control by virtue of the State Statute of 1967. The Court held that there is no inconsistency between the Chicago Gun Registration Ordinance and the Illinois Gun Owners' Registration Statute. Decree of Circuit Court is hereby affirmed.

*L. C. Shelton et al., Appellees vs The City of Chicago et al., Appellants., Illinois Supreme Court No. 41336.* This was an action brought for personal injuries incurred during disorders of July 1966. The action was predicated on Section 25-3 of the Criminal Code and Section 1-4-8 of the Illinois Municipal Code. The Circuit Court of Cook County denied the motion of the City for a dismissal of the cause based on the repeal by the General Assembly of those Sections alleged by the Plaintiffs as their only available cause of action even though retroactively applied as in the present cause. The order of the Circuit Court overruling the motion to dismiss is reversed and remanded to that Court with directions to dismiss the complaints.

*City of Chicago, Appellee vs Richard Lawrence, et al., Appellants, Illinois Supreme Court No. 41216.* Defendants were charged and found guilty of "Interfering with a police officer in the performance of his duty" and the Circuit Court found the defendants in violation of Section 11-33 of the Municipal Code of Chicago. The Supreme Court of Illinois ruled that Section 11-33 of the Code was not unconstitutionally vague and indefinite as alleged by plaintiffs nor were the closing words of the prosecuting attorney prejudicially sufficient to disturb the verdict. Judgment of Circuit Court affirmed.

*City of Chicago, Petitioner vs Exchange National Bank of Chicago, etc., et al., Defendants. Condemnation No. 68 L 17660, Kedzie Avenue Bridge.* Condemnation Proceedings were instituted by the City of Chicago for the acquisition of a certain parcel of property needed for the construction of a bridge over S. Kedzie Avenue. At a pre-trial conference the owner agreed to entry of judgment in the amount of $20,000.00 representing the value of the part taken and damages to the remainder.

*Phillip Algozino, Plaintiff-Appellee vs Police Board of the City of Chicago, Illinois and James B. Conlisk, Jr., Superintendent of Police of the City of Chicago and O. W. Wilson, Defendants-Appellants.* This being an administrative review action wherein the Circuit Court had modified and reversed the finding of the Police Board of the City of Chicago discharging plaintiff from his job as Patrolman. Since the plaintiff filed no brief in this cause the Appellate Court reversed the trial Court without giving consideration of the cause on its merits.

### *Proposed Ordinance for Non-exclusive Franchise Granting Teleprompter Corp. Permission to Operate Community Antenna Television within City of Chicago.*

Also a communication from the law firm of Friedman, Koven, et al, attorneys for Teleprompter Corporation, addressed to the City Clerk under date of June 16, 1969, transmitting a proposed ordinance for a non-exclusive franchise to Teleprompter Corporation to operate Community Antenna Television within the City of Chicago, which was *Referred to the Committee on Finance.*

### *Settlements of Suits with Entries of Judgments against City.*

Also a report from the Corporation Counsel addressed to the City Council under date of June 2, 1969 (signed by Brian M. Kilgallon, Assistant Corporation Counsel), as to suits against the City of Chicago in which settlements were made and judgments entered. —*Referred to the Committee on Finance.*

### *Rescinding of Certain Grants of Privileges in Public Ways.*

Also two communications from Otto H. Loser, City Comptroller, addressed to the Mayor and the City Council under dates of June 13 and 16, 1969, transmitting two proposed ordinances to repeal ordinances making grants of privileges in public ways, for the reasons stated, which were *Referred to the Committee on Local Industries, Streets and Alleys,* as follows:

Deppe-Vienna Baking Co: to repeal an ordinance passed by the City Council on May 24, 1951, granting permission and authority to maintain and use a railroad switch track at street grade on and across W. Willow Street 15 feet easterly of the easterly line of N. Marcey Street (switch track removed and street restored);

Railway Express Agency, Inc.: to repeal an ordinance passed by the City Council on October 22, 1965, granting authority to maintain and use conduits, containing pipes under and across W. Vernon Park Place 132 feet east of the east line of S. Jefferson Street (new account established).

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### *Referred*—BIDS FOR PURCHASE OF CITY-OWNED PROPERTY KNOWN AS HOUSE OF CORRECTION FARM.

The City Clerk transmitted a communication from Otto H. Loser, City Comptroller under date of June 20, 1969, reading as follows:

> "Transmitted herewith are six (6) bids received in this office in response to an advertisement for sale of City-owned property at Cook County Line Road, 79th Street and Stevenson Highway, known as House of Correction Farm."

On motion of Alderman Keane the bids submitted with the foregoing communications were ordered opened and read, and were then *Referred to the Committee on Finance.* The following is a summary of said bids:

Bidder: James A. McCormick, 8400 Brookfield Avenue, Brookfield, Illinois; amount bid $2,101,275.00; deposit: $217,500.00 (3 cashier's checks, 1 certified check);

Bidder: McHough Levin Associates, Inc., 59 E. Van Buren Street; amount bid $1,750,000.00; deposit $175,000.00 (certified check);

Bidder: Number Two Chicago Dwellings Association, 130 N. Wells Street; amount bid $505,000.00; deposit: $50,500.00 (cashier's check);

Bidder: I. C. Harbour Construction Co., 615 W. 22nd Street, Oak Brook, Illinois; amount bid: $2,435,700.00; deposit: $246,000.00 (cashier's check);

Bidder: James F. Redmond, General Superintendent of Schools, Board of Education, 228 N. LaSalle Street; amount bid: $1.00 cash.

Bidder: Realty Company of America, Inc., 6430 N. Central Avenue; amount bid: $1,875,000.00; deposit: $187,500.00 (certified check) (*bid received after closing time*).

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### *Referred*—PROPOSED ORDINANCES RECOMMENDED BY BOARD OF LOCAL IMPROVEMENTS FOR *Repeal* OF CERTAIN IMPROVEMENT ORDINANCES.

The City Clerk transmitted two communications from Raymond Gleason, Acting Secretary of the Board of Local Improvements, addressed to him under date of June 19, 1969, transmitting two proposed ordinances recommended by the Board for *repeal* of the improvement ordinances passed on the dates noted below, which were *Referred to the Committee on Local Industries, Streets and Alleys,* as follows:

Constructing a ten inch tile pipe sewer with two new concrete manholes and one new concrete catch-basin complete and for grading and paving with eight inches of Portland Cement Concrete and otherwise improving the roadway of the alley between N. Avondale Avenue, W. Myrtle Avenue, N. Neva Avenue and N. Harlem Avenue (repeals ordinance passed on June 19, 1968);

Constructing a ten inch tile pipe sewer with one new concrete manhole and two new concrete catch-basins complete and for grading and paving with eight inches of Portland Cement Concrete and otherwise improving the roadways of the alleys between W. 48th Street, W. 48th Place, S. Oakley Avenue and S. Western Boulevard (repeals ordinance passed on October 16, 1967).

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### *Referred*—PROPOSED ORDINANCES RECOMMENDED BY BOARD OF LOCAL IMPROVEMENTS FOR CONSTRUCTION OF SIDEWALKS AND FOR ALLEY AND STREET IMPROVEMENTS.

The City Clerk transmitted the following communications addressed to him under dates of June 3, 4, 5, 16 and 17, 1969 (signed by Virgil A. Berg, Secretary and Raymond F. Gleason, Acting Secretary of the Board of Local Improvements), which were together with the proposed ordinances transmitted therewith, *Referred to the Committee on Local Industries, Streets and Alleys:*

"Submitted herewith is an improvement ordinance for presentation to the City Council at its next regular meeting, June 23, 1969:

Ward 13—Construction of a concrete sidewalk six (6) feet in width and one (1) foot from the lot line towards the curb line in a system of streets as follows:

North side of W. 74th Street from the west curb line of S. Damen Avenue to the east curb line of S. Hoyne Avenue, etc."

"Submitted herewith are three (3) improvement ordinances for presentation to the City Council at its next regular meeting June 23, 1969:

"As provided in the Local Improvement Act, the Board has held public hearings on said improvements with reference to the extent, nature, kind, character and estimated cost thereof and recommends passage of said ordinances.

Ward 23—Grading and paving alley between W. 43rd Street, W. 44th Street, S. Kilpatrick Avenue and S. Keating Avenue;

Ward 38—Grading and paving alleys between W. Addison Street, W. Cornelia Avenue, N. Ottawa Avenue and N. Overhill Avenue;

Ward 41—Grading and paving alley between W. Gregory Street, W. Catalpa Avenue, N. Natchez Avenue and N. Neenah Avenue, etc."

"Submitted herewith is an improvement ordinance for presentation to the City Council at its next regular meeting, June 23, 1969:

"As provided in the Local Improvement Act, the Board has held public hearing on said improvement with reference to the extent, nature, kind, character and estimated cost thereof and recommends passage of said ordinance.

Ward 41—Grading and paving alleys between N. Onarga Avenue, N. Northwest Highway, N. Oketo Avenue and N. Ogallah Avenue."

"Submitted herewith is an improvement ordinance for presentation to the City Council at its next regular meeting, June 23, 1969:

"As provided in the Local Improvement Act, the Board has held public hearing on said improvement with reference to the extent, nature, kind, character and estimated cost thereof and recommends passage of said ordinance.

Ward 23—Grading and paving alley between W. 63rd Place, W. 64th Street, S. Nottingham Avenue and Chicago and Western Indiana Railroad".

"Submitted herewith is an improvement ordinance for presentation to the City Council at its next regular meeting, June 23, 1969:

"As provided in the Local Improvement Act, the Board has held public hearing on said improvement with reference to the extent, nature, kind, character and estimated cost thereof and recommends passage of said ordinance.

Ward 23—Grading and paving alley between W. 49th Street, W. 50th Street, S. Komensky Avenue and S. Karlov Avenue".

"Submitted herewith are two (2) improvement ordinances for presentation to the City Council at its next regular meeting, June 23, 1969:

"As provided in the Local Improvement Act, the Board has held public hearings on said improvements with reference to the extent, nature, kind, character and estimated cost thereof and recommends passage of said ordinances.

Ward 17—Grading and paving alleys between W. 80th Street, W. 81st Street, S. Union Avenue and S. Emerald Avenue;

Ward 41—Grading and paving alleys between W. Palatine Avenue, W. Clarence Avenue, N. Olcott Avenue and N. Oriole Avenue".

"Submitted herewith are eight (8) improvement ordinances for presentation to the City Council at its next regular meeting, June 23, 1969:

"As provided in the Local Improvement Act, the Board has held public hearings on said improvements with reference to the extent, nature, kind, character and estimated cost thereof and recommends passage of said ordinances.

Ward 8—Grading and paving alley between E. 79th Street, E. 80th Street, S. Avalon Avenue and S. Woodlawn Avenue;

Ward 8—Grading and paving alleys between S. Anthony Avenue, E. 80th Street, and S. Blackstone Avenue; also that part of the southeasterly—northwesterly alley from a line parallel with and eighteen (18) feet south of the north line of E. 80th Street to the north line of E. 80th Street;

Ward 12—Grading and paving alleys between S. Archer Avenue, W. Pershing Road and S. Campbell Avenue, etc.;

Ward 18—Grading and paving alleys between W. 83rd Street, W. 84th Street, S. Karlov Avenue and S. Kedvale Avenue, etc.;

Ward 23—Grading, paving and improving System of Streets as follows: W. 54th Street from the west line of S. Laramie Avenue to the east line of S. Lockwood Avenue, etc. (W. 54TH STREET SYSTEM)

Ward 23—Grading and paving alley between W. 51st Street, W. 52nd Street, S. Narragansett Avenue and S. Nagle Avenue;

Ward 23—Grading and paving alleys between S. Archer Avenue, W. 53rd Place, S. Lockwood Avenue and S. Lorel Avenue;

Ward 38—Grading and paving alley between W. Barry Avenue, W. Wellington Avenue, N. Neva Avenue and N. Harlem Avenue".

"Submitted herewith are seven (7) improvement ordinances for presentation to the City Council at its next regular meeting, June 23, 1969:

"As provided in the Local Improvement Act, the Board has held public hearings on said improvements with reference to the extent, nature, kind, character and estimated cost thereof and recommends passage of said ordinances.

Ward 13—Grading and paving alleys between W. 63rd Street, W. 64th Street, S. Kostner Avenue and S. Kenneth Avenue, etc.;

Ward 15—Grading and paving alleys between W. 61st Street, W. 62nd Street, S. Damen Avenue and S. Seeley Avenue, etc.;

Ward 23—Grading and paving alley between W. 52nd Street, W. 53rd Street, S. Neenah Avenue and S. Nashville Avenue;

Ward 23—Grading and paving alley between W. 57th Street, W. 58th Street, S. Central Avenue and S. Parkside Avenue;

Ward 23—Grading and paving alleys between W. 54th Street, W. 55th Street, S. Laramie Avenue and S. Latrobe Avenue;

Ward 35—Grading and paving alleys between W. Addison Street, W. Cornelia Avenue, N. Kolmar Avenue and N. Kenton Avenue, etc.;

Ward 38—Grading and paving roadway of the alley from a line parallel with and sixty-five (65) feet east of the east line of N. Marmora Avenue to the east line of N. Marmora Avenue between W. Henderson Street, W. School Street, N. Menard Avenue and N. Marmora Avenue".

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## *Placed on File*—NOTIFICATIONS AS TO SELECTIONS OF PROXIES TO AFFIX SIGNATURES OF MAYOR AND CITY COMPTROLLER TO CITY OF CHICAGO TAX ANTICIPATION WARRANTS FOR YEAR 1969.

The City Clerk transmitted the following communications, which were *Placed on File:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 23, 1969.

*To the Honorable, The City Council of the City of Chicago:*

GENTLEMEN—Please take notice that I have selected and do hereby designate John W. Parker as my proxy, for me and in my name, place and stead to affix my signature as Mayor of the City of Chicago to the Tax Anticipation Warrants issued against the taxes levied for the year 1969, which warrants are numbered consecutively, in denominations of $10,000, as follows:

*For Corporate Purposes*

| *Numbers Inclusive* | *Denomination* | *Amount* |
|---|---|---|
| C-4371 to C-7370 | $10,000 | $30,000,000 |

*Public Library—Maintenance and Operation*

| *Numbers Inclusive* | *Denomination* | *Amount* |
|---|---|---|
| L-77 to L-296 | $10,000 | $ 2,200,000 |

*City Relief*

| *Numbers Inclusive* | *Denomination* | *Amount* |
|---|---|---|
| R-91 to R-370 | $10,000 | $ 2,800,000 |

Appended hereto is a written signature as to how my name is to appear on said Tax Anticipation Warrants, executed by the said John W. Parker with the proxy's own signature underneath, as required by statute.

Very truly yours,
(Signed) RICHARD J. DALEY,
*Mayor.*

**[Signatures appended as stated]**

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CITY OF CHICAGO
OFFICE OF THE CITY COMPTROLLER

June 23, 1969.

*To the Honorable, The City Council of the City of Chicago:*

GENTLEMEN—Please take notice that I have selected and do hereby designate Edward J. Koval as my proxy, for me and in my name, place and stead to affix my signature as Comptroller of the City of Chicago to the following Tax Anticipation Warrants issued against the taxes levied for the year 1969, which warrants are numbered consecutively, in denominations of $10,000 as follows:

*For Corporate Purposes*

| *Numbers Inclusive* | *Denomination* | *Amount* |
|---|---|---|
| C-4371 to C-7370 | $10,000 | $30,000,000 |

*Public Library—Maintenance and Operation*

| *Numbers Inclusive* | *Denomination* | *Amount* |
|---|---|---|
| L-77 to L-296 | $10,000 | $ 2,200,000 |

*City Relief*

| *Numbers Inclusive* | *Denomination* | *Amount* |
|---|---|---|
| R-91 to R-370 | $10,000 | $ 2,800,000 |

Appended hereto is a written signature as to how my name is to appear in said Tax Anticipation Warrants, executed by the said Edward J. Koval with the proxy's signature underneath, as required by statute.

Very truly yours,
(Signed) OTTO H. LOSER,
*City Comptroller.*

**[Signatures appended as stated]**

# REPORTS OF COMMITTEES.

Committee reports were submitted as indicated below. *No request under the statute was made by any two aldermen present to defer any of said reports for final action thereon, to the next regular meeting of the Council, except where otherwise indicated.*

## COMMITTEE ON FINANCE.

### Approval Given to Mayor's Appointment of Clair M. Roddewig as Member of Public Building Commission of Chicago.

The Committee on Finance submitted the following report:

CHICAGO, June 23, 1969.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred a communication dated April 9, 1969 from the Office of the Mayor requesting approval of the appointment of Clair M. Roddewig as a member of the Public Building Commission of Chicago for a term ending September 30, 1970, having had the same under advisement, begs leave to report and recommend that Your Honorable Body approve the appointment of Clair M. Roddewig as a member of the Public Building Commission of Chicago.

This recommendation was concurred in by 34 members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS E. KEANE,
*Chairman.*

On motion of Alderman Keane the committee's recommendation was concurred in and said appointment of Clair M. Roddewig was *Approved,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Laurino, Scholl, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—41.

*Nays*—None.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

### Ordinance Amended Authorizing Issue of $5,500,000 Electric Lighting System Bonds of City of Chicago and Providing for Levy of Taxes for Payment Thereof.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

AN ORDINANCE

Amending Section 4 of "An Ordinance authorizing the issue of $5,500,000 Electric Lighting System Bonds of the City of Chicago and providing for the levy of taxes for the payment thereof".

WHEREAS, On the 15th day of November, 1967, the City Council of the City of Chicago adopted an ordinance authorizing the issue of $5,500,000 Electric Lighting System Bonds of said City and providing for the levy of taxes to pay the same; and

WHEREAS, In and by Section 4 of said ordinance the City Comptroller was authorized to advertise for proposals for the purchase of said bonds and that the advertisement should provide that the bonds offered for sale shall bear interest not to exceed the rate set forth in the ordinance, and that the bonds so offered would be awarded by the City Comptroller to the purchaser offering to purchase the bonds at the lowest net interest cost to the City, provided that the acceptable bidded shall offer to pay not less than par and accrued interest for the bonds; and

WHEREAS, The ordinance authorizing the issuance of said bonds provided that the bonds bear interest at the maximum rate of five per cent (5%) per annum, which was the maximum rate of interest authorized for said bonds at the election held when a majority of the electors voting on the question approved such bonds; and

WHEREAS, Money market conditions throughout the United States have materially changed since such election was held, interest rates having increased upon all types of securities, even to the extent of affecting the millions of dollars of outstanding United States Government Bonds, and drastically decreasing the market value of millions of dollars of bonds of municipalities that have been voted bearing a fixed maximum rate of interest; and

WHEREAS, The City Comptroller has found that bids cannot be received for the sale of the bonds authorized by said ordinance and that the sale of said bonds at par at this time is impossible; and

WHEREAS, The City Comptroller proposes to give extensive publicity to the sale of said bonds in the Chicago Today, a newspaper published and having a general circulation in the City of Chicago, and in The Bond Buyer, a financial newspaper published in the City of New York, New York, so as to determine the market value of the bonds, and to accept the best bid for said bonds whether such bid is at par or at a discount; and

WHEREAS, The work is in progress for which said bonds were authorized and it is imperative that the bonds be sold from time to time in order to produce the funds necessary to carry on such work; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That Section 4 of an ordinance entitled "An Ordinance authorizing the issue of $5,500,000 Electric Lighting System Bonds of the City of Chicago and providing for the levy of taxes for the payment thereof", adopted by the City Council of the City of Chicago on the 15th day of November, 1967, be and is hereby amended to read as follows:

Section 4. The bonds hereby authorized shall be executed as herein provided and thereupon shall be deposited for safekeeping under the direction and control of the City Comptroller and shall be sold and delivered by the City Comptroller as the proceeds are needed for the purpose for which the bonds are authorized.

The City Comptroller shall advertise for proposals to purchase said bonds; such advertisement shall be published once in the Chicago Today, being a newspaper having a general circulation in the City of Chicago, and once in The Bond Buyer, a financial newspaper published in the City of New York, such publication to be made at least ten days prior to the date when bids for the purchase of said bonds will be opened.

The advertisement for proposals shall recite that the bonds so offered will be awarded by the City Comptroller to the successful bidder offering to purchase such bonds at the lowest net interest cost to the City. If any or all of said bonds are sold at a discount such sale shall be approved by the City Council by ordinance, which will recite the amount of bonds so sold, their maturities, interest rate and the discount for each maturity. If any or all of the bonds are sold bearing a rate of interest of less than five per cent (5%) per annum, such sale shall be approved by the City Council by ordinance which will recite the amount of bonds so sold, their maturities and interest rate, and adopt an ordinance which shall set out the amount of taxes to be extended and collected so as to produce in each of such years sufficient money for the payment of interest upon such bonds at such lesser interest rate as the same becomes due. Said ordinance shall direct the County Clerk of Cook County to reduce and abate the amount of taxes hereby levied for the payment of interest upon the bonds so sold so that the amounts to be extended and collected in each of said years for payment of interest thereon will equal the amount of such interest computed at the rate of interest less than five per cent (5%) borne by the bonds that were sold and delivered.

A certified copy of said ordinance shall be filed in the office of the County Clerk of Cook County, which shall constitute direction and authority for such reduction and abatement of taxes so levied for payment of interest on such bonds.

SECTION 2. That this ordinance shall be published within ten days after adoption and shall be in force upon its adoption and publication as by law provided.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Laurino, Scholl, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—41.

*Nays*—None.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

## Ordinance Amended Authorizing Issue of $7,000,000 Garbage and Disposal Bonds of City of Chicago and Providing for Levy of Taxes for Payment Thereof.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

AN ORDINANCE

Amending Section 4 of "An Ordinance authorizing the issue of $7,000,000 Garbage and Refuse Disposal Bonds of the City of Chicago and providing for the levy of taxes for the payment thereof".

WHEREAS, On the 28th day of November, 1966, the City Council of the City of Chicago adopted an ordinance authorizing the issue of $7,000,000 Garbage and Refuse Disposal Bonds of said City and providing for the levy of taxes to pay the same; and

WHEREAS, In and by Section 4 of said ordinance the City Comptroller was authorized to advertise for proposals for the purchase of said bonds and that the advertisement should provide that the bonds offered for sale shall bear interest not to exceed the rate set forth in the ordinance, and that the bonds so offered would be awarded by the City Comptroller to the purchaser offering to purchase the bonds at the lowest net interest cost to the City, provided that the acceptable bidder shall offer to pay not less than par and accrued interest for the bonds; and

WHEREAS, The ordinance authorizing the issuance of said bonds provided that the bonds bear interest at the maximum rate of five per cent (5%) per annum, which was the maximum rate of interest authorized for said bonds at the election held when a majority of the electors voting on the question approved such bonds; and

WHEREAS, Money market conditions throughout the United States have materially changed since such election was held, interest rates having increased upon all types of securities, even to the extent of affecting the millions of dollars of outstanding United States Government Bonds, and drastically decreasing the market value of millions of dollars of bonds of municipalities that have been voted bearing a fixed maximum rate of interest; and

WHEREAS, The City Comptroller has found that *bids cannot be received for the sale of the bonds* authorized by said ordinance and that the sale of said bonds at par at this time is impossible; and

WHEREAS, The City Comptroller proposes to give extensive publicity to the sale of said bonds in the Chicago Today, a newspaper published and having a general circulation in the City of Chicago, and in The Bond Buyer, a financial newspaper published in the City of New York, New York, so as to determine the market value of the bonds, and to accept the best bid for said bonds whether such bid is at par or at a discount; and

WHEREAS, The work is in progress for which said bonds were authorized and it is imperative that the bonds be sold from time to time in order to produce the funds necessary to carry on such work; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That Section 4 of an ordinance entitled "An Ordinance authorizing the issue of $7,000,000 Garbage and Refuse Disposal Bonds of the City of Chicago and providing for the levy of taxes for the payment thereof", adopted by the City Council of the City of Chicago on the 28th day of November, 1966, be and is hereby amended to read as follows:

> Section 4. The bonds hereby authorized shall be executed as herein provided and thereupon shall be deposited for safekeeping under the direction and control of the City Comptroller and shall be sold and delivered by the City Comptroller as the proceeds are needed for the purpose for which the bonds are authorized.
>
> The City Comptroller shall advertise for proposals to purchase said bonds; such advertisement shall be published once in the Chicago Today, being a newspaper having a general circulation in the City of Chicago, and once in The Bond Buyer, a financial newspaper published in the City of New York, such publication to be made at least ten days prior to the date when bids for the purchase of said bonds will be opened.
>
> The advertisement for proposals shall recite that the bonds so offered will be awarded by the City Comptroller to the successful bidder offering to purchase such bonds at the lowest net interest cost to the City. If any or all of said bonds are sold at a discount such sale shall be approved by the City Council by ordinance, which will recite the amount of bonds so sold, their maturities, interest rate and the discount for each maturity. If any or all of the bonds are sold bearing a rate of interest of less than five per cent (5%) per annum, such sale shall be approved by the City Council by ordinance which will recite the amount of bonds so sold, their maturities and interest rate, and adopt an ordinance which shall set out the amount of taxes to be extended and collected so as to produce in each of such years sufficient money for the payment of interest upon such bonds at such lesser interest rate as the same becomes due. Said ordinance shall direct the County Clerk of Cook County to reduce and abate the amount of taxes hereby levied for the payment of interest upon the bonds so sold so that the amounts to be extended and collected in each of said years for payment of interest thereon will equal the amount of such interest computed at the rate of interest less than five per cent (5%) borne by the bonds that were sold and delivered.
>
> A certified copy of said ordinance shall be filed in the office of the County Clerk of Cook County, which shall constitute direction and authority for such reduction and abatement of taxes so levied for payment of interest on such bonds.

SECTION 2. That this ordinance shall be published within ten days after adoption and shall be in force upon its adoption and publication as by law provided.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Laurino, Scholl, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—41.

*Nays*—None.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

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## Ordinance Amended Authorizing Issue of $8,000,000 Garbage and Disposal Bonds of City of Chicago and Providing for Levy of Taxes for Payment Thereof.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

AN ORDINANCE

Amending Section 4 of "An Ordinance authorizing the issue of $8,000,000 Garbage and Disposal Bonds of the City of Chicago and providing for the levy of taxes for the payment thereof".

WHEREAS, On the 15th day of November, 1967, the City Council of the City of Chicago adopted an ordinance authorizing the issue of $8,000,000 Garbage and Disposal Bonds of said City and providing for the levy of taxes to pay the same; and

WHEREAS, In and by Section 4 of said ordinance the City Comptroller was authorized to advertise for proposals for the purchase of said bonds and that the advertisement should provide that the bonds offered for sale shall bear interest not to exceed the rate set forth in the ordinance, and that the bonds so offered would be awarded by the City Comptroller to the purchaser offering to purchase the bonds at the lowest net interest cost to the City, provided that the acceptable bidder shall offer to pay not less than par and accrued interest for the bonds; and

WHEREAS, The ordinance authorizing the issuance of said bonds provided that the bonds bear interest at the maximum rate of five per cent (5%) per annum, which was the maximum rate of interest authorized for said bonds at the election held when a majority of the electors voting on the question approved such bonds; and

WHEREAS, Money market conditions throughout the United States have materially changed since such election was held, interest rates having increased upon all types of securities, even to the extent of affecting the millions of dollars of outstanding United States Government Bonds, and drastically decreasing the market value of millions of dollars of bonds of municipalities that have been voted bearing a fixed maximum rate of interest; and

WHEREAS, The City Comptroller has found that bids cannot be received for the sale of the bonds authorized by said ordinance and that the sale of said bonds at par at this time is impossible; and

WHEREAS, The City Comptroller proposes to give extensive publicity to the sale of said bonds in the Chicago Today, a newspaper published and having a general circulation in the City of Chicago, and in The Bond Buyer, a financial newspaper published in the City of New York, New York, so as to determine the market value of the bonds, and to accept the best bid for said bonds whether such bid is at par or at a discount; and

WHEREAS, The work is in progress for which said bonds were authorized and it is imperative that the bonds be sold from time to time in order to produce the funds necessary to carry on such work; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That Section 4 of an ordinance entitled "An Ordinance authorizing the issue of $8,000,000 Garbage and Disposal Bonds of the City of Chicago and providing for the levy of taxes for the payment thereof", adopted by the City Council of the City of Chicago on the 15th day of November, 1967, be and is hereby amended to read as follows:

> Section 4. The bonds hereby authorized shall be executed as herein provided and thereupon shall be deposited for safekeeping under the direction and control of the City Comptroller and shall be sold and delivered by the City Comptroller as the proceeds are needed for the purpose for which the bonds are authorized.
>
> The City Comptroller shall advertise for proposals to purchase said bonds; such advertisement shall be published once in the Chicago Today, being a newspaper having a general circulation in the City of Chicago, and once in The Bond Buyer, a financial newspaper published in the City of New York, such publication to be made at least ten days prior to the date when bids for the purchase of said bonds will be opened.
>
> The advertisement for proposals shall recite that the bonds so offered will be awarded by the City Comptroller to the successful bidder offering to purchase such bonds at the lowest net interest cost to the City. If any or all of said bonds are sold at a discount such sale shall be approved by the City Council by ordinance, which will recite the amount of bonds so sold, their maturities, interest rate and the discount for each maturity. If any or all of the bonds are sold bearing a rate of interest of less than five per cent (5%) per annum, such sale shall be approved by the City Council by ordinance which will recite the amount of bonds so sold, their maturities and interest rate, and adopt an ordinance which shall set out the amount of taxes to be extended and collected so as to produce in each of such years sufficient money for the payment of interest upon such bonds at such lesser interest rate as the same becomes due. Said ordinance shall direct the County Clerk of Cook County to reduce and abate the amount of taxes hereby levied for the payment of interest upon the bonds so sold so that the amounts to be extended and collected in each of said years for payment of interest thereon will equal the amount of such interest computed at the rate of interest less than five per cent (5%) borne by the bonds that were sold and delivered.
>
> A certified copy of said ordinance shall be filed in the office of the County Clerk of Cook County, which shall constitute direction and authority for such reduction and abatement of taxes so levied for payment of interest on such bonds.

SECTION 2. That this ordinance shall be published within ten days after adoption and shall be in force upon its adoption and publication as by law provided.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Laurino, Scholl, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—41.

*Nays*—None.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

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## Authority Granted for Filing of Amendatory Application for Code Enforcement Grant Pursuant to Section 117 of Housing Act of 1949 as Amended.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (referred to the committee on May 28, 1969):

WHEREAS, The City of Chicago heretofore filed an application for a Code Enforcement Grant pursuant to Section 117 of the Housing Act of 1949 with the Department of Housing and Urban Development; and

WHEREAS, Pursuant to said Application, a contract was entered into by and between the City of Chicago and the United States of America, identified as contract Ill. E-1 (G) dated July 22, 1966; and

WHEREAS, The City of Chicago desires to amend said application and said contract, by increasing the estimated federal grant for said code enforcement program by an amount not to exceed $4,000,000.00, to extend the time of completion of said program for an additional two years, and to redefine the code enforcement project areas; and

WHEREAS, Section 117 of the Housing Act of 1949, as amended, authorizes the Secretary of the Department of Housing and Urban Development to make grants to municipalities and counties to assist them in carrying out programs of concentrated code enforcement in deteriorated or deteriorating areas in which such enforcement, together with certain public improvements to be provided by the locality, may be expected to arrest the decline of the area; and

WHEREAS, It is recognized that the grant of funds pursuant to Section 117 will impose certain obligations and responsibilities upon the City of Chicago, among which is the obligation to assure that any persons who may be displaced as a result of the code enforcement and public improvements programs are relocated into decent, safe, and sanitary housing in accordance with the regulations of the Department of Housing and Urban Development; and

WHEREAS, Title VI of the Civil Rights Act of 1964, and the regulations of the Department of Housing and Urban Development effectuating that Title provide that no person shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination in the undertaking and carrying out of any program or activity receiving

Federal financial assistance under Title I of the Housing Act of 1949, as amended; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That an Amendatory Application, incorporated herein by reference, be filed with the Department of Housing and Urban Development on behalf of the City of Chicago for a Code Enforcement Grant under Section 117 of the Housing Act of 1949, as amended, of two-thirds of the cost of undertaking and carrying out a code enforcement program. That said Amendatory Application increase the estimated federal grant by an amount not to exceed $4,000,000.00; redefine the code enforcement project areas, which areas will be designated and specifically described in said Amendatory Application, and extend the time of completion of said program for an additional two years. That the Commissioner of the Department of Urban Renewal, City of Chicago is hereby authorized and directed to execute and file such Amendatory Application, to provide such additional information and furnish such additional documents as may be required by the Department of Housing and Urban Development, to execute and file requisitions for funds, and to act as the authorized representative of the City of Chicago in the accomplishment of the code enforcement program; and that the Mayor of the City of Chicago is hereby authorized to execute such contract or contracts as may be necessary for the grant applied for.

SECTION 2. That during the period of the contract for the code enforcement grant the City of Chicago will maintain a level of expenditures for code enforcement activities, exclusive of expenditures in any federally assisted code enforcement or Title I urban renewal project areas, that is not less than the average yearly expenditure for such activities throughout the locality for the two full fiscal years immediately preceding the filing of the application.

SECTION 3. That the locality has a program for and will provide in a timely manner all necessary public improvements for the code enforcement area.

SECTION 4. That there exists in the locality an adequate amount of decent, safe, and sanitary housing which is available to persons displaced as a result of the code enforcement and related public improvements programs, at prices which are within their financial means and which are not generally less desirable in regard to public utilities and public and commercial facilities than the dwellings of the displaced individuals and families, and it is the sense of this body that such displacees, if any, will be relocated in accordance with applicable regulations of the Department of Housing and Urban Development.

SECTION 5. That the United States of America and the Secretary of the Department of Housing and Urban Developments be, and they hereby are, assured of full compliance by the City of Chicago with regulations of the Department of Housing and Urban Development effectuating Title VI of the Civil Rights Act of 1964.

SECTION 6. This ordinance shall be effective upon its passage.

Alderman Despres presented an amendment to add Section 5A to said ordinance pertaining to funds for payment of salaries or wages.

Alderman Keane raised the point of order that the amendment was not in compliance with the guide lines laid down by the Federal Government and therefore the City Council cannot at this time make changes in this Amended Grant. The Chair ruled the point of order *well-taken.*

Alderman Despres Appealed the decision of the Chair. The Chair then declared the question to be *"Shall the decision of the Chair be sustained?"* The decision of the Chair was *Sustained.*

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Laurino, Scholl, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—41.

*Nays*—None.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

### Authority Granted for Filing of Amendment to Application for Amended Grant under Title I of Housing Act of 1949 for Financing and Preparation of Community Renewal Program.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (referred to the committee on May 28, 1969):

WHEREAS, Under Title I of the Housing Act of 1949, as amended, the Housing and Home Finance Administrator is authorized to make Grants for the preparation or completion of Community Renewal Programs; and

WHEREAS, It is desirable and in the public interest that the City of Chicago prepare a Community Renewal Program as amended, for the City of Chicago, situated in the County of Cook and State of Illinois; and

WHEREAS, It is recognized that the Federal contract for Grant to assist in the preparation of the Community Renewal Program will require, among other things: (1) preparation by the City of Chicago of the Community Renewal Program with all practicable dispatch; (2) conformance of the Community Renewal Program with a general Plan of the locality as a whole; (3) provisions of the locality's share of the cost of preparation of the Community Renewal Program; and (4) other local obligations and responsibilities in connection with the preparation of the Community Renewal Program; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the financial assistance under Title I of the Housing Act of 1949 as amended, referred to above, is required to enable the City of

Chicago to finance the preparation of the Community Renewal Program.

SECTION 2. That it is fully cognizant of the obligations and responsibilities that are imposed by a Federal contract for a Grant to assist in the preparation of the Community Renewal Program, and that it is the sense of this body that such obligations can, and will be fulfilled.

SECTION 3. That the filing of an Amendment to the Application by the City of Chicago for an Amended Grant under Title I of the Housing Act of 1949, as amended, to increase the amount of the Grant by an amount not to exceed Seventy-five Thousand Dollars ($75,000.00), to assist in financing the preparation and effectuation of a Community Renewal Program for the locality, is hereby authorized and approved.

SECTION 4. That this ordinance is to be effective immediately upon the passage thereof.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Laurino, Scholl, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—41.

*Nays*—None.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

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## Chicago Alcoholic Treatment Center Authorized to Accept Research Grant from Public Health Service of H.E.W. for Study into Sensory Depravation and Alcoholic Dependence.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (referred to the committee on May 28, 1969):

WHEREAS, The Public Health Service of the United States Department of Health, Education and Welfare is authorized to make research grants to encourage and promote study programs in areas related to public health questions; and

WHEREAS, The Public Health Service of the United States Department of Health, Education and welfare has offered to make a $3,454 research grant to Chicago's Alcoholic Treatment Center for the purpose of research and clinical investigation into Sensory Depravation and Alcoholic Field Dependence; and

WHEREAS, The City of Chicago, through the Chicago Alcoholic Treatment Center, is desirous of entering into a study and research project on the question of Sensory Depravation and Alcoholic Field Dependence in order to assess the duration of changes in perceptual field dependence and to increase the available medical and clinical data and research information on the question; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Executive Director of the Chicago Alcoholic Treatment Center in authorized to accept the offer made by the Public Health Service of the United States Department of Health, Education and Welfare for a $3,454 research grant for a study and clinical investigation into Sensory Depravation and Alcoholic Field Dependence.

SECTION 2. That the Executive Director of the Chicago Alcoholic Treatment Center is authorized to execute and file with such acceptance an assurance or any other document required by the Department of Health, Education and Welfare under its regulations effectuating Title VI of the Civil Rights Act of 1964 and is further authorized and directed to furnish such additional information and assurances as the Department of Health, Education and Welfare may reasonably request in connection with the acceptance of such a research grant.

SECTION 3. This ordinance shall take effect from and after its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Laurino, Scholl, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—41.

*Nays*—None.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

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## Execution of Lease Agreement with Air Michigan, Inc. for Joint-Use of Counter and Office Space in Terminal Building at Merrill C. Meigs Field.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, to authorize execution of lease agreement with Air Michigan, Inc. for joint-use of counter and office space in Terminal Building at Merrill C. Meigs Field.

On motion of Alderman Keane the said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Laurino, Scholl, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—41.

*Nays*—None.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the ordinance heretofore passed on June 26, 1968 (Council Journal pages 3139-3144), granting authority for execution of agreement with Air Michigan, Inc. at Merrill C. Meigs Field, be and the same is hereby repealed.

SECTION 2. That the Commissioner of Aviation and the City Comptroller, subject to approval as to form and legality of the Corporation Counsel, are authorized to execute in behalf of the City of Chicago an agreement with Air Michigan, Inc. at Merrill C. Meigs Field, said agreement to be in the following form:

This Agreement made this ............ day of ................., A.D. ...., between the City of Chicago, a municipal corporation of the State of Illinois, hereinafter called "Landlord" and Air Michigan, Inc., a corporation organized and existing by virtue of the laws of the State of Michigan, hereinafter called "Tenant".

WITNESSETH:

That Landlord, for and in consideration of the terms and conditions, both general and special, hereinafter contained and made on the part of Tenant, does hereby grant to Tenant for use only by Tenant, the privileges hereinafter described on premises at Merrill C. Meigs Field, hereinafter called "Airport", in the City of Chicago, Counties of Cook and DuPage, State of Illinois.

This agreement shall consist of three parts:

Part I —General Conditions  
Part II —Special Conditions  
numbered 1 to 7  
Part III—Exhibits and Attachments  
lettered A

All constituting the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences, shall be implied or impressed upon such agreement that are not set forth herein at length.

[Part I—General Conditions attached to this ordinance is common to "Part I—General Conditions" printed on pages 5428-5431 of the Journal of Proceedings of April 25, 1969]

PART II—SPECIAL CONDITIONS

1. The first paragraph of Article IX, General Conditions, reading as follows:

> "Landlord hereby grants to Tenant the right of access and ingress to and egress from the premises by Tenant and its employees, contractors, suppliers, servicemen, sublessees, guests, patrons and invitees; provided, that such rights of access, ingress and egress, are at all times exercised in conformance with any and all regulations promulgated by Landlord or the Commissioner, or other lawful authority, for the care, operation, maintenance and protection of the Airport and the public."

shall be and is hereby changed to read as follows:

> Landlord hereby grants to Tenant, subject to a similar right of other tenants in the joint space, the right of access and ingress to and egress from the premises by Tenant and its employees, contractors, suppliers, servicemen, sublessees, guests, patrons and invitees; provided, that such rights of access, ingress and egress, are at all times exercised in conformance with any and all regulations promulgated by Landlord or the Commissioner, or other lawful authority, for the care, operation, maintenance and protection of the Airport and the public.

2. *Premises*

Landlord, for and in consideration of the covenants and agreements herein mentioned, to be kept and performed by both parties hereto, does hereby allow Tenant to use, in common with other commercial aircraft operators whom Landlord may from time to time allow to use the same space for the same purpose, the space located in the Terminal Building at Merrill C. Meigs Field which is outlined in red on Exhibit "A" attached hereto and by this reference made a part hereof.

3. *Purpose*

Tenant agrees that the premises herein demised are to be used solely in connection with its business of air transportation.

4. *Term*

The term of this agreement shall be for a period of one (1) year commencing on ................, the date of approval of ordinance by the City Council of the City of Chicago. It is understood and agreed that notwithstanding the above term either party may cancel this agreement on thirty(30) days notice to the other party in writing of its election so to do.

5. *Rental*

Tenant shall pay Landlord, at the office of the Comptroller, as rental for such use and occupancy, the sum of Seventy-Five and no/100 Dollars ($75.00) per month, payable in advance on the first day of each month during the term of this agreement.

Tenant shall further pay Landlord, at the office of the Comptroller, as rental for such use and occupancy for each month, the sum of Two Hundred Fifty and no/100 Dollars ($250.00) per month, payable in advance on the first day of such month during the term of this agreement. Payment due in landing fees for operation at Merrill C. Meigs Field during such month, as required hereinafter pursuant to Section 7, may be offset against said further rental of $250.00 per month, but the amount of any Meigs landing fees incurred by Tenant exceeding said further rental for the month shall be paid as prescribed in Section 7.

If any rental hereunder commences after the first day or terminates prior to the last day of any month, such rental for such month shall be determined on a pro-rata basis according to the number of days of such month involved.

6. *Performance Bond*

At the time of the execution hereof, Tenant shall execute and deliver to the Comptroller a Performance Bond in the amount of One Thousand Nine Hundred Fifty and no/100 dollars ($1,950.00), in form and type as to be determined solely by the Comptroller, which bond shall guarantee faithful performance of the provisions of the contract.

7. *Operation*

Tenant agrees that it shall keep and maintain records of all landings made at Merrill C. Meigs Field, Chicago Midway Airport and Chicago-O'Hare International Airport, in form as approved by the Comptroller, and shall remit to Comptroller, with itemized report of landings, copy of which shall go to the Commissioner, on or before the 15th day of the month following, payment for all such landings made during the preceding month, or portion thereof. Said payment is to be computed on landing fees, but not parking fees, then in effect as outlined in Chapter 37 of the Municipal Code of Chicago. Landing fees shall not be assessed for any landing of a ferry flight between Chicago Midway Airport and Merrill C. Meigs Field, or for any landing of an aircraft returning to the airport from which it took off because of meteorological conditions, mechanical or operating causes, or any similar emergency or precautionary reason. Since Chicago-O'Hare International Airport landing fee is subject to change every calendar half-year, Commissioner shall advise Tenant of the specific fee to be in effect at Chicago-O'Hare International Airport for each such period, at least fifteen (15) days in advance of such period. It is understood and agreed that Tenant shall not, without prior approval of Landlord, operate a scheduled air transportation business from either Chicago-O'Hare International Airport or Chicago Midway Airport. It is further understood that it is not the intent of Landlord to make available any area at Merrill C. Meigs Field to any agency for installation of electronic navigational facilities intended for use in routine Instrument Flight Rule (IFR) operations, it being the primary function of said airport to provide only for Visual Flight Rule (VFR) operations.

In Witness Whereof, the parties hereto have caused this instrument to be executed under their respective seals on the day and year first above written.

[Signature forms and Exhibit "A" omitted]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### Ordinance Amended Authorizing Lease Agreement with American Airlines, Inc. for Joint-Use of Counter and Office Space in Basement at Chicago-O'Hare International Airport.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Aviation and the City Comptroller, subject to approval as to form and legality of the Corporation Counsel, are authorized to execute in behalf of the City of Chicago an amendment to agreement with American Airlines, Inc., authorized by the City Council on July 11, 1968 (C.J.P. p. 3310), said amendment to be in the following form:

AMENDMENT TO AGREEMENT
BETWEEN THE CITY OF CHICAGO AND
AMERICAN AIRLINES, INC.

This Agreement made and entered into, this ...... day of ................................., A.D., 19......, by and between the City of Chicago, a municipal corporation of the State of Illinois, hereinafter referred to as "Landlord" and American Airlines, Inc., hereinafter referred to as "Tenant".

WITNESSETH:

Whereas, Landlord and Tenant have heretofore entered into an agreement under date of July 11, 1968, authorized by City Council on July 11, 1968, (C.J.P. p. 3310), hereinafter referred to as "said agreement", in and by which Landlord, among other provisions granted to Tenant, certain privileges or premises to be occupied and used for the purposes therein stated, located at Chicago-O'Hare International Airport, in the City of Chicago, Counties of Cook and DuPage, and State of Illinois.

Now, Therefore, Landlord, in consideration of the provisions and conditions set forth in said agreement, does hereby amend said agreement, and Tenant hereby accepts said privileges or premises therein set forth and upon the terms, conditions and provisions set forth and stated therein (to which reference is hereby made, and which the parties agree will be incorporated, and shall be considered to be incorporated herein, by this reference thereto) except in so far and only in so far as said privileges, premises, terms, conditions and provisions are modified, changed, or amended by the further provisions of this agreement.

It is hereby further agreed that the sole modifications of, changes in, and amendments to, said agreement, which are hereby made therein, and which shall be applicable to all renewals and extensions as may be made and provided for therein, are as follows:

Special Condition No. 3 entitled Term, appearing on page 13 of said agreement, reading as follows:

"3. *Term*

The term of this agreement shall be for a period of one (1) year beginning on July 11, 1968, the date of approval of ordinance by the City Council of the City of Chicago. It is understood and agreed that notwithstanding the above term either party may cancel this agreement upon thirty (30) days written notice to the other party of its election so to do."

shall be and the same is hereby modified, changed and amended to read as follows:

3. *Term*

The term of this agreement shall be for a period of one (1) year beginning on July 11, 1969, and terminating on July 10, 1970. It is understood and agreed that notwithstanding the above term either party may cancel this agreement upon thirty (30) days written notice to the other party of its election so to do.

It is, therefore, agreed that except solely as hereinabove modified, changed and amended, the privileges, premises, terms, conditions and provisions of said agreement shall apply to, and shall govern, this amendment of said agreement and any and all further renewals or extensions thereof for any subsequent period which may be affected or made under and in accordance therewith.

This agreement was authorized by the City Council of the City of Chicago on the ............... day of ................................., 19......, (C.J.P. p. .............).

In Witness Whereof, the parties hereto have caused this instrument to be executed under their respective seals on the day and year first above written.

[Signature forms omitted]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Laurino, Scholl, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—41.

*Nays*—None.

### Execution of Lease Agreement with Briefcase, Inc. for Joint-Use of Counter and Office Space in Terminal Building at Merrill C. Meigs Field.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, to authorize execution of lease agreement with Briefcase, Inc. for joint-use of counter and office space in Terminal Building at Merrill C. Meigs Field.

On motion of Alderman Keane the said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Laurino, Scholl, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—41.

*Nays*—None.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Aviation and the City Comptroller, subject to approval as to form and legality of the Corporation Counsel, are authorized to execute in behalf of the City of Chicago an agreement with Briefcase, Inc., at Merrill C. Meigs Field, said agreement to be in the following form:

This Agreement made this ........ day of ..............., A.D. ..............., between the City of Chicago, a municipal corporation of the State of Illinois, hereinafter called "Landlord" and Briefcase, Inc., a corporation organized and existing by virtue of the laws of the State of Michigan, hereinafter called "Tenant".

WITNESSETH:

That Landlord, for and in consideration of the terms and conditions, both general and special, hereinafter contained and made on the part of Tenant, does hereby grant to Tenant for use only by Tenant, the privileges hereinafter described on premises at Merrill C. Meigs Field, hereinafter called "Airport", in the City of Chicago, Counties of Cook and DuPage, State of Illinois.

This agreement shall consist of three parts:

Part I —General Conditions

Part II —Special Conditions numbered 1 to 7

Part III—Exhibits and Attachments lettered A.

All constituting the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences shall be implied or impressed upon such agreement that are not set forth herein at length.

[Part I—General Conditions attached to this ordinance is common to "Part I—General Conditions" printed on pages 5428-5431 of the Journal of Proceedings of April 25, 1969]

PART II—SPECIAL CONDITIONS.

1. The first paragraph of Article IX, General Conditions, reading as follows:

"Landlord hereby grants to Tenant the right of access and ingress to and egress from the premises by Tenant and its employees, contractors, suppliers, servicemen, sublessees, guests, patrons and invitees; provided, that such rights of access, ingress and egress, are at all times exercised in conformance with any and all regulations promulgated by Landlord or the Commissioner, or other lawful authority, for the care, operation, maintenance and protection of the Airport and the public."

shall be and is hereby changed to read as follows:

"Landlord hereby grants to Tenant, subject to a similar right of other tenants in the joint space, the right of access and ingress to and egress from the premises by Tenant and its employees, contractors, suppliers, servicemen, sublessees, guests, patrons and invitees; provided, that such rights of access, ingress and egress, are at all times exercised in conformance with any and all regulations promulgated by Landlord or the Commissioner, or other lawful authority, for the care, operation, maintenance and protection of the Airport and the public."

2. *Premises*

Landlord, for and in consideration of the covenants and agreements herein mentioned, to be kept and performed by both parties hereto, does hereby allow Tenant to use, in common with other commercial aircraft operators whom Landlord may from time to time allow to use the same space for the same purpose, the space located in the Terminal Building at Merrill C. Meigs Field which is outlined in red on Exhibit "A" attached hereto and by this reference made a part hereof.

3. *Purpose*

Tenant agrees that the premises herein demised are to be used solely in connection with its business of air transportation.

4. *Term*

The term of this agreement shall be for a period of one (1) year commencing on .............................., the date of approval of ordinance by the City Council of the City of Chicago. It is understood and agreed that notwithstanding the above term either party may cancel this agreement on thirty (30) days notice to the other party in writing of its election so to do.

5. *Rental*

Tenant shall pay Landlord, at the office of the Comptroller, as rental for such use and occupancy, the sum of Seventy-Five and no/100 Dollars ($75.00) per month, payable in advance on the first day of each month during the term of this agreement.

Tenant shall further pay Landlord, at the office of the Comptroller, as rental for such use and occupancy for each month, the sum of Two Hundred Fifty and no/100 Dollars ($250.00) per month, payable in advance on the first day of such month during the term of this agreement. Payment due in landing fees for operation at Merrill C. Meigs Field during such month, as required hereinafter pursuant to Section 7, may be offset against said further rental of $250.00 per month, but the amount of any Meigs landing fees incurred by Tenant exceeding said further rental for the month shall be paid as prescribed in Section 7.

If any rental hereunder commences after the first day or terminates prior to the last day of any month, such rental for such month shall be determined on a pro-rata basis according to the number of days of such month involved.

6. *Performance Bond*

At the time of the execution hereof, Tenant shall execute and deliver to the Comptroller a Performance Bond in the amount of One Thousand Nine Hundred Fifty and no/100 Dollars ($1,950.00), in form and type as to be determined solely by the Comptroller, which bond shall guarantee faithful performance of the provisions of the contract.

7. *Operation*

Tenant agrees that it shall keep and maintain records of all landings made at Merrill C. Meigs Field, Chicago Midway Airport and Chicago-O'Hare International Airport, in form as approved by the Comptroller, and shall remit to Comptroller, with itemized report of landings, copy of which shall go to the Commissioner, on or before the 15th day of the month following, payment for all such landings made during the preceding month, or portion thereof. Said payment is to be computed on landing fees, but not parking fees, then in effect as outlined in Chapter 37 of the Municipal Code of Chicago. Landing fees shall not be assessed for any landing of a ferry flight between Chicago Midway Airport and Merrill C. Meigs Field, or for any landing of an aircraft returning to the airport from which it took off because of meteorological conditions, mechanical or operating causes, or any similar emergency or precautionary reason. Since Chicago-O'Hare International Airport landing fee is subject to change every calendar half-year, Commissioner shall advise Tenant of the specific fee to be in effect at Chicago-O'Hare International Airport for each such period, at least fifteen (15) days in advance of such period. It is understood and agreed that Tenant shall not, without prior approval of Landlord, operate a scheduled air transportation business from either Chicago-O'Hare International Airport or Chicago Midway Airport. It is further understood that it is not the intent of Landlord to make available any area at Merrill C. Meigs Field to any agency for installation of electronic navigational facilities intended for use in routine Instrument Flight Rule (IFR) operations, it being the primary function of said airport to provide only for Visual Flight Rule (VFR) operations.

In Witness Whereof, the parties hereto have caused this instrument to be executed under their respective seals on the day and year first above written.

[Signature forms and Exhibit "A" omitted]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

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### Execution of Rider Authorized to Lease Agreement with Delta Air Lines, Inc. for Lease of Space in Terminal Building at Chicago-O'Hare International Airport.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Aviation and the City Comptroller, subject to approval as to form and legality of the Corporation Counsel, are authorized to execute in behalf of the City of Chicago a Rider to Agreement dated July 11, 1968, with Delta Air Lines, Inc., authorized by the City Council on July 11, 1968 (C.J.P. p. 3311), said Rider to be in the following form:

RIDER

The following shall constitute a part of the Agreement between the City of Chicago, a municipal corporation, and Delta Air Lines, Inc., a Delaware corporation, dated the ........ day of ................., 196...., and shall control in case of any conflict with the remainder of said Agreement.

1. Landlord agrees that in the event the premises or the building of which the premises are a part shall be damaged or destroyed by fire or other casualty, that it shall elect within sixty (60) days of such fire or other casualty whether it will repair or rebuild said premises or not repair or rebuild same and terminate the lease under the provisions of Article VIII of the Agreement. In the event the premises are rendered untenantable by such fire or other casualty, rent shall abate from the time of such fire or other casualty until the premises are repaired or rebuilt so as to become tenantable for the purposes contemplated by the lease, should the Landlord elect to repair or rebuild the premises, or until the lease is terminated, should the Landlord elect not to repair or rebuild the premises and to terminate the lease.
2. The parties hereby agree that the third paragraph of Article XI, Part I—General Conditions (found on pages 8 and 9) of the Agreement shall be of no force and effect and shall not apply to this Agreement or be construed a part of this Agreement.

Execution of this Rider to Agreement authorized by ordinance of the City Council of the City of Chicago passed ........................................ (C.J.P. ......................................).

[Signature forms omitted]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Laurino, Scholl, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—41.

*Nays*—None.

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### Execution of Amendment Authorized to Lease Agreement with Federal Aviation Administration for Occupancy of Control Tower at Chicago-O'Hare International Airport.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Aviation and the City Comptroller, subject to attestation by the City Clerk and approval as to form and legality of the Corporation Counsel, are authorized to execute in behalf of the City of Chicago an amendment to a lease between the City of Chicago and the United States Government, passed by the City Council January 10, 1964, (C.J.P. pp. 2109-2110), as amended on June 26, 1968, (C.J.P. p. 3145), said amendment to be in the following form:

[Amendment to this ordinance is printed on page 5636 of this Journal]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon,

(Continued on page 5637)

**FEDERAL AVIATION AGENCY**
Kansas City, Missouri 64110

## CONTRACT SUPPLEMENT

Supplement No. 2
To Contract No. FA64CE-2873
Dated February 5, 1964
For Airway Facilities
At Sector Concourse D.
Chicago O'Hare International Airport
Chicago, Illinois

Contract No. FA64CE-2873 is hereby amended.
to extend the period of occupancy under the existing lease for the period July 1, 1969 through June 30, 1970, or until occupancy of the new Tower, whichever is sooner.

The right of cancellation of this agreement is reserved to either party upon the giving of 30 days advance written notice.

All other terms and conditions of Contract No. FA64CE-2873 shall remain the same.

Supplement No. 2 shall become effective July 1, 1969.

Executed this ______ day of ______________________, 196__.

(Contractor) CITY OF CHICAGO, ILLINOIS

By ______________________

By: ______________________
City Comptroller

Title Commissioner of Aviation

UNITED STATES OF AMERICA

By ______________________
A. G. Weingartner

By: ______________________
Assistant Corporation Counsel

Title Realty Specialist

(If contractor is a corporation, the following certificate shall be executed by the Secretary or Assistant Secretary).

I, John C. Marcin, certify that I am the City Clerk of the Municipal corporation named as the contractor in the above supplement; that Wm. E. Downes, Jr. & Otto H. Loser, who signed said supplement on behalf of the contractor, was then Comm. of Aviation & City Comptroller of said Municipal corporation; that said supplement was duly signed for and in behalf of said Municipal corporation by authority of its governing body, and is within the scope of its corporate powers.

(Signed) ______________________
City Clerk

(CORPORATE)
( SEAL )

(Continued from page 5635)

Hines, Fitzpatrick, Campbell, Frost, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Laurino, Scholl, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—41.

*Nays*—None.

### Ordinance Amended for Extension of Agreement with Peoria Rockford Bus Co. for Direct Transportation of Passengers between Rockford, Ill. and Chicago-O'Hare International Airport.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Aviation and the City Comptroller, subject to approval as to form and legality of the Corporation Counsel, are authorized to execute in behalf of the City of Chicago, an amendment to an agreement with Peoria Rockford Bus Company at Chicago-O'Hare International Airport, passed by the City Council on July 11, 1968 (C.J. pp. 3312-3314), said amendment to be in the following form:

AMENDMENT TO AGREEMENT
BETWEEN THE CITY OF CHICAGO AND
PEORIA ROCKFORD BUS COMPANY

This Agreement made and entered into, this..... day of .............., A.D. 19.. by and between the City of Chicago, a municipal corporation of the State of Illinois, hereinafter referred to as "City" and Peoria Rockford Bus Company, hereinafter referred to as "Licensee".

WITNESSETH:

Whereas, City and Licensee have heretofore entered into an agreement under date of July 11, 1968, authorized by City Council July 11, 1968 (C.J.P. pp. 3312-3314) as amended under dates of ..................... hereinafter referred to as "said agreement", in and by which City, among other provisions granted to Licensee, certain privileges or premises to be occupied and used for the purposes therein stated, located at Chicago-O'Hare International Airport, in the City of Chicago, Counties of Cook and DuPage, and State of Illinois.

Now, Therefore, City, in consideration of the provisions and conditions set forth in said agreement, does hereby amend said agreement, and Licensee hereby accepts said privileges or premises therein set forth and upon the terms, conditions and provisions set forth and stated therein (to which reference is hereby made, and which the parties agree will be incorporated, and shall be considered to be incorporated herein, by this reference thereto) except in so far and only in so far as said privileges, premises, terms, conditions and provisions are modified, changed, or amended by the further provisions of this agreement.

It is hereby further agreed that the sole modifications of, changes in, and amendments, to said agreement, which are hereby made therein and which shall be applicable to all renewals and extensions as may be made and provided for therein, are as follows:

1. The first paragraph in Section 1, appearing on pages 1 and 2 of said agreement reading as follows:

"1. The City does hereby grant to Licensee, Peoria Rockford Bus Company, for a term of one (1) year, commencing on the 1st day day of July, A.D. 1968, and terminating on the 30th day of June, A.D. 1969, a non-exclusive privilege to enter upon the hereinbefore mentioned airport premises only for the purpose of transporting passengers to and from said airport and the City of Rockford, Illinois, subject however to the terms and conditions as hereinafter set forth."

shall be and the same is hereby modified, changed, and amended to read as follows:

"1. The City does hereby grant to Licensee, Peoria Rockford Bus Company, for a term of one (1) year, commencing on the 1st day of July, A.D. 1969, and terminating on the 30th day of June, A.D. 1970, a non-exclusive privilege to enter upon the hereinbefore mentioned airport premises only for the purpose of transporting passengers to and from said airport and the City of Rockford, Illinois, subject however, to the terms and conditions as hereinafter set forth."

It is, therefore, agreed that except solely as hereinabove modified, changed and amended, the privileges, premises, terms, conditions and provisions of said agreement shall apply to, and shall govern, this amendment of said agreement and any and further renewals or extensions thereof for any subsequent period which may be affected or made under and in accordance therewith.

Execution of this amendment authorized by ordinance of the City Council of the City of Chicago passed on the ........ day of ................, 19.. (C.J.P. pp. ...........).

In Witness Whereof, the parties hereto have caused this instrument to be executed under their respective seals on the day and year first above written.

[Signature forms omitted]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Laurino, Scholl, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—41.

*Nays*—None.

### Authority Granted for Issuance and Sale of Tax Anticipation Warrants for All City of Chicago Corporate Purposes for Year 1969.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

AN ORDINANCE

Authorizing the issue of Tax Anticipation Warrants by the City of Chicago in anticipation of the collection of taxes heretofore levied for the year 1969 for the payment of the necessary expenses and liabilities of the City, prescribing the form of said warrants, and fixing the details in respect thereof.

WHEREAS, The City Council of the City of Chicago, Cook County, Illinois, has heretofore duly adopted an ordinance levying taxes upon all the taxable property within the City of Chicago for the fiscal year ending December 31, 1969 for the payment of the necessary expenses and liabilities incurred and to be incurred during said fiscal year for the following purposes:

| *Purposes* | *Amount of Taxes Levied* |
|---|---|
| Corporate .................... | $196,488,300 |
| Chicago Public Library—<br>Maintenance and Operation.... | 9,000,000 |
| City Relief .................... | 11,320,504 |

and;

WHEREAS, There is not now sufficient money in the treasury of the City to pay the necessary expenses and liabilities for Corporate, Chicago Public Library—Maintenance and Operation, and City Relief purposes of said City, and in addition to the warrants heretofore issued authorized pursuant to the ordinance adopted by the City Council on January 31, 1969, additional warrants must now be issued; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That Tax Anticipation Warrants of the City of Chicago, Cook County, Illinois, be and are hereby ordered to be issued in anticipation of the collection of taxes heretofore levied for the year 1969 by the City Council for the payment of the necessary expenses and liabilities for which the taxes against which said warrants are to be issued have been levied. These warrants shall be numbered consecutively, with an additional designation to indicate the tax against which they are issued, and shall be payable, both principal and interest, in the numerical order of their issuance, including all other warrants heretofore issued. The warrants hereby authorized shall be dated as of the date of delivery to the purchasers, be of the denomination, be numbered, bear interest from date until paid, and be delivered to the purchasers as follows:

*Corporate Warrants*

| *Date* | *Interest Rate* | *Numbers Inclusive* | *Denomination* | *Amount* |
|---|---|---|---|---|
| | | C-4371 to C-7370 | $10,000 | $30,000,000 |

*Public Library—Maintenance and Operation*

| | | | | |
|---|---|---|---|---|
| | | L-77 to L-296 | $10,000 | $ 2,200,000 |

*City Relief*

| | | | | |
|---|---|---|---|---|
| | | R-91 to R-370 | $10,000 | $ 2,800,000 |

These warrants shall be signed by the Mayor of the City and countersigned by the Comptroller by their duly authorized proxies, and the corporate seal of said City shall be affixed thereto. The principal of and interest upon these warrants shall be payable at the office of the Treasurer of the City of Chicago, Cook County, Illinois.

SECTION 2. These warrants shall be in substantially the following form:

State of Illinois
County of Cook

City of Chicago Tax Anticipation Warrant
....................Purpose
No................ $.................

The Treasurer of the City of Chicago, Cook County, Illinois, from the proceeds of taxes levied for the year 1969, for ................ purposes, when received, will pay to Bearer the sum of ....................Dollars ($.............) with interest at the rate of .................. per cent (......%) per annum from the date hereof until paid or until the Comptroller of said City by publication of a notice in a newspaper published in the City of Chicago, Illinois, shall give notice to the holder that money for the payment of this warrant is available, and shall in such notice fix a date for the presentation and payment hereof.

This warrant is one of a series of warrants which are numbered consecutively in the order of their issuance, issued in anticipation of said taxes so levied for the year 1969 for .................. purposes, and is payable, both principal and interest, in the numerical order of issuance beginning with the warrant having the lowest number solely from said taxes when collected and not otherwise, which taxes are assigned and pledged to the payment of this warrant and of all warrants issued against and in anticipation of such taxes in the numerical order of their issuance as aforesaid, the total amount of such warrants issued, of which this warrant is one, does not exceed the amount prescribed by law, and this warrant shall be received by any collector of taxes in payment of the taxes against which it is issued.

In Witness Whereof, The City of Chicago, by its City Council, has caused the seal of said City to be affixed hereto and this warrant to be signed by its Mayor and countersigned by its Comptroller as of the .............. day of ............, 1969.

......................
Mayor

Countersigned:

......................
Comptroller

SECTION 3. The sale of these warrants at the price of par and accrued interest to date of delivery thereof heretofore entered into by the Comptroller with The First National Bank of Chicago, the Continental Illinois National Bank and Trust Company of Chicago, Harris Trust and Savings Bank, The Northern Trust Company, American National Bank and Trust Company of Chicago, and LaSalle National Bank, be and the same is hereby ratified and approved, and upon payment therefor said warrants shall be delivered to said purchasers and the proceeds thereof shall be used only to pay such necessary expenses and liabilities incurred for the respective purposes above described for which taxes were levied.

SECTION 4. That the Mayor and the City Comptroller be and are hereby authorized to issue and sell additional warrants from time to time to the Funds of the City now held in the treasury of the City of Chicago which are set aside for use for particular purposes but which are not immediately necessary for those purposes. All such warrants issued and sold to such Funds of the City shall bear interest at the rate of not to exceed four per cent (4%) per annum, and shall be payable as required by law, and shall be numbered beginning with the lowest number succeeding the highest number of outstanding warrants against each respective tax.

SECTION 5. That this ordinance shall be effective upon its passage and approval by law.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan,

Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Laurino, Scholl, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—41.

*Nays*—None.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost*.

### City Comptroller Authorized to Execute Lease for Space in Basement Arcade at No. 120 W. Madison St. for Civil Service Commission.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from 120 Madison Building Associates, by Strobeck, Reiss & Co., Agents, for space between lines 2 and 5 in Basement Arcade, in the 120 W. Madison Building located at No. 120 W. Madison Street; such lease to be approved by the President, Civil Service Commission, and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease attached to this ordinance is printed on page 5640 of this Journal]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Laurino, Scholl, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—41.

*Nays*—None.

### Execution of Lease Agreement with State of Illinois for Use of Vacant Land beneath Southwest Expressway in Area of S. Western Av. and S. Wood St. for Use as Auto Pound.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The Mayor is authorized to execute, the City Clerk to attest and the Commissioner of Public Works to execute an agreement by and between the City of Chicago and the Department of Public Works and Buildings of the State of Illinois as lessors and The Department of Streets and Sanitation of the City of Chicago as lessee for the use of vacant land beneath the Southwest Expressway approximately between Western Avenue and Wood Street and including an adjacent triangle of and East of Wood Street, substantially in the form previously approved in the Journal of the Proceedings of the City Council dated April 17, 1964, pages 2469 and 2470, after approval by the Corporation Counsel as to form and legality.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Laurino, Scholl, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—41.

*Nays*—None.

### City Comptroller Authorized to Accept Compromise Offers in Settlement of Certain Warrants for Collection.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

*Ordered,* That the City Comptroller is authorized, in accordance with his request dated May 26, 1969, and the attached recommendations of the Corporation Counsel to accept compromise offers in settlement of various warrants for collection as follows:

| *Year* | *Warrant No.* | *Amount* | *Compromise Offer* |
|---|---|---|---|
| 1964 | F-2818-A | $146.26 | $110.06 |
| 1964 | F-2259 | 99.00 | 59.40 |
| 1966 | F-3637 | 190.79 | 114.47 |
| 1967 | F-4538 | 302.06 | 200.00 |
| 1967 | F.4563-B | 75.39 | 45.23 |
| 1967 | F-4667-A | 92.00 | 55.80 |
| 1969 | D-98087 | 207.53 | 124.52 |
| 1969 | D-98506 | 264.72 | 198.54 |
| 1968 | D-98738 | 305.23 | 183.14 |
| 1969 | G-45 | 246.22 | 172.35 |
| 1968 | G-104-B | 237.63 | 175.00 |
| 1967 | G-154 | 568.75 | 341.25; |

and

*Be It Further Ordered,* That the City Comptroller is authorized, in accordance with his request dated June 4, 1969, and the attached recommendations of the Corporation Counsel to accept compromise offers in settlement of various warrants for collection as follows:

| *Year* | *Warrant No.* | *Amount* | *Compromise Offer* |
|---|---|---|---|
| 1969 | D-98012 | $334.07 | $250.56 |
| 1969 | D-98013 | 226.24 | 209.47 |
| 1965 | D-98434 | 123.70 | 92.77 |
| 1969 | D-98497 | 732.28 | 545.00 |
| 1969 | D-98553 | 257.45 | 128.72 |
| 1969 | D-98572 | 297.22 | 222.90 |
| 1968 | D-98737 | 252.62 | 189.00 |

(Continued on page 5641)

**This Agreement,** Made this ........ day of ........ A. D. 1969, between 120 Madison Building Associates, by Strobeck, Reiss & Co., Agents, ........, as Lessor and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

**Witnesseth:** That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: Space between lines 2 and 5 in Basement Arcade in the 120 West Madison Building located at 120 W. Madison Street, for use of Civil Service Commission.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of July A. D. 1969, and ending on the 30th day of June A. D. 1970. ~~Lessee has the right to terminate this lease~~ ........ ~~and the right to renew this lease for a further period of~~ ........ ~~on the same terms and rental, by giving to the Lessor ...., in either case ........ days' written notice of its election so to do.~~

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at 120 W. Madison Street - 60602 ........ or at such other place as the Lessor from time to time in writing may appoint.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of Nine Hundred Nine and no/100 - - - - - - - - - - - - -($909.00) Dollars per month, payable in advance on the first day of each calendar month by the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessor's own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

Lessor shall furnish janitor service, heat, water, elevator service, electricity and air-conditioning.

Lessee or Lessor shall have the right to cancel this lease on September 30, 1969, or on the last day of any month thereafter during term of lease by giving Lessor or Lessee thirty days' prior written notice.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

**In Witness Whereof,** this lease is signed by or on behalf of the parties hereto the day and year first above written.

[Signature forms omitted]

(Continued from page 5639)

| Year | Warrant No. | Amount | Compromise Offer |
|---|---|---|---|
| 1964 | D-98826 | $ 72.84 | $ 36.42 |
| 1968 | N-4818 | 32.07 | 24.05 |
| 1969 | F-1491 | 659.60 | 495.00 |
| 1969 | F-1523 | 107.32 | 80.49 |
| 1969 | F-1569 | 99.44 | 75.00 |
| 1969 | F-1740 | 44.00 | 39.60 |
| 1969 | F-1761-A | 70.00 | 35.00 |
| 1969 | F-1765-A | 88.64 | 79.78 |
| 1969 | F-1768-A | 108.16 | 54.08 |
| 1969 | F-1770-A | 126.42 | 63.21 |
| 1964 | F-3780 | 114.94 | 85.00 |
| 1964 | F-4333 | 1,332.25 | 999.00 |
| 1969 | G-25 | 263.03 | 202.33 |
| 1969 | G-55 | 660.99 | 495.75 |
| 1964 | G-192 | 111.57 | 80.00 |
| 1969 | E-26 | 719.72 | 539.79 |
| 1968 | H-169 | 1,170.77 | 875.00. |

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Laurino, Scholl, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—41.

*Nays*—None.

### City Comptroller Authorized to Cancel Certain Uncollectible Warrants for Collection.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

> *Ordered,* That the City Comptroller is authorized in accordance with his request dated May 27, 1969, to cancel the uncollectible warrants for collection in the amount of $1,562.70, as listed in his communication.

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Laurino, Scholl, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—41.

*Nays*—None.

### Authority Granted for Issuance of Two Certificates of Cancellation to John A. Hennessey in Settlement of City's Special Assessment Claims against Specified Parcels of Property.

The Committee on Finance submitted a report recommending that the City Council pass the following two proposed ordinances transmitted therewith:

*John A. Hennessey*
*No. 5239 S. Halsted St.*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $31.72, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from John A. Hennessey, to compromise the City's claim for the sum of $45.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $45.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said John A. Hennessey, certificates of cancellation of special assessment liens against:

> Sub-Lot 4 Sub. of Lots A and B Block 4, S. B. Loose Subdivision, South half (S½) North half (N½) West half (W½) Southwest quarter (SW¼) Section 9, Township 38 North, Range 14 East of the Third Principal Meridian;

for the nonpayment of the Third Installment of Special Assessment Warrant No. 52030.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

*John A. Hennessey*
*Nos. 1201-1203 W. 96th St.*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $534.48, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from John A. Hennessey, to compromise the City's claim for the sum of $675.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $675.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said John A. Hennessey, certificates of cancellation of special assessment liens against:

> Lots 23 in Block 6 in E. A. Cummings Subdivision of the West half of Block 2 and all of Blocks 3, 6, 7 and 10 in Hilliard and Dobbins ReSubdivision of that part of Blocks 1 and 2 of Hilliard and Dobbins First Addition to Washington Heights, being a Subdivision of the East half of the Northeast quarter of Section 7 and the North West quarter of Section 8, all in Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

for the nonpayment of the Flat Installment of Special Assessment Warrant No. 51556, and the First, Second, Third, Fourth and Fifth Installments of Special Assessment Warrant No. 51531 and the Flat Installment of Special Assessment Warrant No. 52725.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

On motion of Alderman Keane *each* of the two foregoing proposed ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Laurino, Scholl, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—41.

*Nays*—None.

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### City Comptroller Authorized and Directed to Cancel Warrants for Collection Issued against Certain Charitable, Educational and Religious Institutions.

The Committee on Finance to which had been referred (May 28, 1969) eight proposed orders for cancellations of certain warrants for collection issued against specified charitable, educational and religious institutions, submitted reports recommending that the City Council pass the following substitute proposed order:

> *Ordered,* That the City Comptroller is hereby authorized and directed to cancel specified warrants for collection issued against certain charitable, educational and religious institutions, as follows:

| *Name and Address* | *Warrant No. and Type of Inspection* | *Amount* |
|---|---|---|
| Chicago United Mission, Nos. 32-34 S. Desplaines St. | B1-4814 (Bldg.) | $ 11.50 |
| Cook County School of Nursing, No. 1900 W. Polk St. | B1-3912 (Bldg.) | 11.50 |
| Humboldt Tabernacle, No. 1515 N. Homan Av. | D1-7483 (Sign) | 38.00 |
| Municipal Contagious Disease Hospital | A1-5309 (Elev.) | 103.50 |
| Nicholas J. Pritzker Center and Hospital, No. 800 E. 55th St. | A1-4972 | 11.50 |
| Orthodox Jewish Home for the Aged, No. 1648 S. Albany Av. | A1-4750 (Elev.) | 46.00 |
| Rehabilitation Institute of Chicago, No. 401 E. Ohio St. | D1-10247 (Sign) | 7.50 |
| | D1-10468 (Sign) | 7.50 |
| | D1-10469 (Sign) | 7.50 |
| St. Lucy Church, No. 5911 W. Midway Park | A1-9991 (Elev.) | 11.50. |

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Laurino, Scholl, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—41.

*Nays*—None.

### Authority Granted for Issuance of Free Permits, License Fee Exemptions, Cancellation of Fees for Certain Charitable, Educational and Religious Institutions.

The Committee on Finance to which had been referred (May 28, 1969) sundry proposed ordinances transmitted therewith to authorize issuance of free permits, license and inspection fee exemptions for certain charitable, educational and religious institutions, submitted reports recommending that the City Council pass said proposed ordinances.

On separate motions made by Alderman Keane *each* of the said proposed ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Laurino, Scholl, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—41.

*Nays*—None.

Said ordinances as passed read respectively as follows (the Italic heading in each case not being a part of the ordinance):

#### FREE PERMITS

#### *Infant Welfare Society*

> *Be It Ordained by the City Council of the City of Chicago:*
>
> SECTION 1. That the Commissioner of Buildings, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Water and Sewers and the Commissioner of Health, are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary to Infant Welfare Society, for construction of additional facilities, for renovation and remodeling of existing building, for all electrical work and for the use of water in conjunction with such project on the premises known as No. 1931 N. Halsted Street.
>
> Said building shall be used exclusively for charitable and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.
>
> SECTION 2. This ordinance shall take effect and be in force from and after its passage.

#### *Lebanon Lutheran Church*

> *Be It Ordained by the City Council of the City of Chicago:*
>
> SECTION 1. That the Commissioner of Buildings, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Water and Sewers and the Commissioner of Health, are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary to the Lebanon Lutheran Church, for the construction of a one-story church building and for the use of water in conjunction therewith on the premises known as No. 13100 S. Manistee Avenue.
>
> Said building shall be used exclusively for religious and related purposes and shall not be leased or otherwise used with a view to profit, and the

work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

*Servian Orthodox Cathedral—*
*"Holy Resurrection"*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Buildings, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Water and Sewers and the Commissioner of Health, are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary to the Serbian Orthodox Cathedral — "Holy Resurrection," for electrical installations in their social Center on the premises known as No. 5701 N. Redwood Drive.

Said building shall be used exclusively for religious and educational purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

*Sisters of St. Casimir*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Buildings, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Water and Sewers and the Commissioner of Health, are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary to Sisters of St. Casimir, for construction of addition to existing building, for all electrical work and for the use of water in conjunction with such project on the premises known as No. 2601 W. Marquette Road.

Said building shall be used exclusively for religious and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

*West Point Missionary Baptist Church*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Buildings, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Water and Sewers and the Commissioner of Health, are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary to the West Point Missionary Baptist Church, for the construction of a new church edifice on the premises known as No. 3572 S. Cottage Grove Avenue.

Said building shall be used exclusively for religious and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

LICENSE FEE EXEMPTIONS

*Day Care Centers*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care centers, which are not operated for gain but where a charge is made for the care of children, are hereby exempted from the payment of the license fee for the current license period, which expires April 30, 1970:

Chatham Pre-School Center (The Chatham-Bethlehem Church), No. 741 E. 84th St.

First Mount Calvary Baptist Church, No. 6111 S. Kenwood Av.

Rogers Park Center of the Jewish Community Centers of Chicago, No. 7101 N. Greenview Av.

South Chicago Community Center Day Nursery and Kindergarten, No. 9135 S. Brandon Av.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

CANCELLATION OF FEES

*Young Men's Jewish Council*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 46-7 of the Municipal Code of the City of Chicago, the Commissioner of the Department of Buildings is hereby authorized and directed to cancel Annual Inspection of Fuel Burning Equipment and Refuse Burning Equipment in the amount of $15.00 on Warrant No. 1-3811 dated May 1, 1969 for the Young Men's Jewish Council, No. 7601 S. Phillips Avenue.

SECTION 2. That the Commissioner of the Department of Buildings is hereby authorized and directed to exempt the Young Men's Jewish Council from the payment of any and all future annual inspection fees assessed against it.

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

## Chicago Park District Memorialized to Allocate Funds for Additional and Improved Lighting in Garfield Park.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed resolution transmitted therewith (referred to the committee on May 28, 1969):

WHEREAS, The inadequate lighting in Garfield Park represents a serious hazard to pedestrians in the area, and precludes the continued enjoyment of park facilities by the residents of this community; now, therefore,

*Be It Resolved,* That Daniel Shannon, President of the Board of the Chicago Park District, is hereby memorialized to give earnest consideration to the allocation of funds in the amount of $85,000 for the installation of additional and improved lighting along the principal sidewalks and pedestrian lanes leading to and from the various buildings in said park, and in the amount of $185,000 for the installation of floodlights in and around the sports and recreational areas of said park, so as to insure the continued safety and protection of the residents of the Garfield Park Community and of the other persons wishing to participate in the various programs and activities afforded by the park for their enjoyment.

On motion of Alderman Keane the foregoing proposed resolution was *Adopted,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Laurino, Scholl, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—41.

*Nays*—None.

### Chicago Park District Memorialized to Establish Playlots and Totlot at Sundry Locations in 16th and 29th Wards.

The Committee on Finance submitted a report recommending that the City Council adopt the following substitute proposed resolution transmitted therewith (referred to the committee on May 14th and May 28th, 1969):

WHEREAS, The Committee on Finance has had under consideration four proposed orders requesting and directing the committee to consider establishment of playlots at No. 3600 W. Flournoy Street, No. 705 W. Harrison Street, W. 56th and S. Green Streets and No. 4256 W. Cermak Road (Totlot); now, therefore,

*Be It Resolved,* That the Chicago Park District is hereby memorialized and urged to establish playlots at No. 3600 W. Flournoy Street, No. 705 W. Harrison Street, W. 56th and S. Green Streets and No. 4256 W. Cermak Road (Totlot).

On motion of Alderman Keane the foregoing proposed resolution was *Adopted,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Laurino, Scholl, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—41.

*Nays*—None.

### Expenditure of M.F.T. Funds Authorized for Snow and Ice Control Maintenance of Arterial Streets, County and State Highways during Year 1969.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Authority is hereby given to the Commissioner of Streets and Sanitation to expend the sum of $350,000.00 from that portion of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago for Snow and Ice Control Maintenance of Arterial Streets, County Highways and State Highways by day labor during the period commencing January 1, 1969 and ending December 31, 1969.

SECTION 2. The City Clerk is hereby directed to transmit two certified copies of this ordinance to the Division of Highways of the Department of Public Works and Buildings of the State of Illinois, Springfield, Illinois, through the District Engineer for District No. 10 of the said Division of Highways.

SECTION 3. This ordinance shall be in force and effect from and after its passage and approval.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Laurino, Scholl, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—41.

*Nays*—None.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

### Authority Granted for Installation of Traffic-Control Signals at Specified Locations.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

*Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to install traffic-control signals as follows:

| *Intersection* | *Estimated Cost* |
|---|---|
| S. Ellis Avenue and E. 83rd Street | $15,517.98 |
| S. Hamlin Avenue and W. 71st Street | $13,962.20 |
| S. Melvina Avenue and W. 63rd Street | $15,432,56 |

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Laurino, Scholl, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—41.

*Nays*—None.

### Authorization and Direction Given for Investigation of Improper Drainage System in Vicinity of No. 11044 S. Green Bay Av.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith (referred to the committee on April 9, 1969):

> *Ordered,* That the Commissioner of Water and Sewers is hereby authorized and directed to cause an investigation of the alleged improper drainage system in the vicinity of No. 11044 S. Green Bay Avenue.

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Laurino, Scholl, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—41.

*Nays*—None.

### Authority Granted for Sewer-Service Connection to Serve Premises at No. 5556 N. Canfield Road in Norwood Park Township.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

> *Ordered,* That the Commissioner of Water and Sewers is hereby authorized to issue a permit to a bonded and licensed Drainlayer, Sewer Contractor or Plumber to install a 6-inch sewer service connection to the sewers of the City of Chicago in N. Canfield Road with the City's 12-inch public sewer in N. Canfield Avenue to discharge sewage through the City's sewer system from premises outside the corporate limits of Chicago, owned by Angelo Parise, No. 5556 N. Canfield Road, Norwood Park, Illinois 60656, and legally described as follows:
>
> > Lot No. 114.26 of Lot 3, except 50.04 for street Subdivision of the estate of James Pennoyer, in Sections 1, 2, 11 and 12, Township 40 North, Range 12 East of the Third Principal Meridian,
>
> in accordance with the terms of the order passed by the City Council on September 28, 1953, C.J. pages 5699-5700, and with the terms of an application for said connection dated May 14, 1969, and with the City ordinances and rules and regulations governing permits, fees and construction requirements.

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Laurino, Scholl, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—41.

*Nays*—None.

### Authority Granted for Construction of Lawrence Avenue Underflow System Monitoring Wells in W. Wilson Av. West of N. Harding Av. as Sewer Bond Fund Project.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

> ***Be It Ordained by the City Council of the City of Chicago:***
>
> SECTION 1. That Authority is hereby given to construct the Lawrence Avenue Underflow System Monitoring Wells, consisting of three (3) wells with pumps and electrical connections to a cabinet with three (3) pressure recorders, located on the south side of W. Wilson Avenue west of N. Harding Avenue. The improvement includes the necessary well holes with casings, pumps, pressure recorders, manholes, cabinet, electrical and mechanical equipment, and other necessary appurtenances, restoration of all surface improvements and, where necessary, the removal, relocation, replacement or adjustment of City-owned utilities and appurtenances thereto. The improvement shall cost not more than an estimated amount of $52,000 and shall be paid from funds obtained from Sewer Bonds.
>
> SECTION 2. That the Commissioner of Public Works is hereby authorized and directed to cause surveys, plans, specifications and estimates to be made for and supervise construction of said monitoring wells, all subject to the approval of the Federal Water Pollution Control Agency and the Illinois Sanitary Water Board.
>
> SECTION 3. That the Commissioner of Public Works is hereby authorized and directed to enter into and to process all necessary easement documents and/or agreements required for said construction.
>
> SECTION 4. That the Purchasing Agent of the City of Chicago is hereby authorized and directed to advertise and receive bids and to enter into necessary contracts for said construction when approved by the Federal Water Pollution Control Agency and the Illinois Sanitary Water Board.
>
> SECTION 5. That in compliance with "An Act regulating wages of laborers, mechanics and other workmen employed in any public works by the State, county, city or any public body or any political subdivision or by any one under contract for public works," approved June 26, 1941, as amended, the general prevailing rate of wages for each craft or type of workman or mechanic needed to execute the contract or perform such work, also the general prevailing rate for legal holiday and overtime work, as ascertained by the City of Chicago, shall be paid each craft or type of workman needed to execute the contract or to perform such work.
>
> SECTION 6. That where it becomes necessary to remove, relocate, replace or adjust any part of the water-distribution system, street-lighting system, signal and fire-alarm or traffic-control equipment of the City of Chicago in order to construct said monitoring wells, the appropriate City agency shall perform the necessary work with its own forces and charge the cost thereof to said Sewer Bond Funds.
>
> SECTION 7. The City Clerk is hereby directed to transmit two certified copies of this ordinance to the Federal Water Pollution Control Agency, U.S. Department of the Interior, No. 33 E. Congress Parkway, Chicago, Illinois 60605 and the Illinois Sanitary Water Board, Room 616, State Office Building, Springfield, Illinois 62706.
>
> SECTION 8. This ordinance shall be in force and effect from and after its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Laurino, Scholl, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—41.

*Nays*—None.

### Authority Granted for Water-Service Connection at City Limits in N. Canfield Road to Serve Premises at No. 5556 N. Canfield Road.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

> *Ordered,* That the Commissioner of Water and Sewers be and he hereby is authorized and directed to issue a permit to a bonded and licensed plumber to connect and install a one (1) inch lead water service pipe to the City's twelve (12) inch water main at the city limits in N. Canfield Road, just north of the south line of W. Bryn Mawr Avenue, in accordance with the application of Angelo Parise in order to secure a water supply of not to exceed an annual average of 300 gallons per day, but not to exceed a rate of 450 gallons per day for a period of not longer than ten (10) years, as may be required by the residence located outside the corporate limits of the City of Chicago, described and known as No. 5556 N. Canfield Road, Norwood Park Township, Illinois; the rate for water furnished to be paid to the City of Chicago shall be fifty per cent (50%) higher than the metered rate per thousand cubic feet of water fixed by ordinance and charged consumers within the City of Chicago; said permit to be issued and the work therein authorized to be done in accordance with Sections 185-56.1 to 185-56.8, inclusive, of the Municipal Code of Chicago; provided, however, that said service shall terminate if and when Norwood Park Township lays water mains in the vicinity and is ready to furnish water to the above described premises.

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Laurino, Scholl, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—41.

*Nays*—None.

### Authority Granted for Laying of Water Mains in Sundry Streets.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

> *Ordered,* That the Commissioner of Water and Sewers is hereby authorized to lay water mains in the following streets:
>
> > W. Chestnut Street (22′ NSL) from 16′ EWL N. Elston Avenue to 24′ EWL N. May Street;
> >
> > N. May Street (24′ EWL) from 22′ NSL W. Chestnut Street to 13′ NNL W. Chicago Avenue, at an estimated cost of $39,907.15
>
> and charge same to Account 290-8270-(7940).533. —Replacement; and
>
> *Be It Further Ordered,* That the Commissioner of Water and Sewers is hereby authorized to lay water mains in the following street:
>
> > W. Cornelia Avenue (15′ SNL) from 22′ WEL N. Panama Avenue to 12′ EWL N. Pacific Avenue, at an estimated cost of $15,485.06
>
> and charge same to Account 290-8270(7940).553—Circulation; and
>
> *Be It Further Ordered,* That the Commissioner of Water and Sewers is hereby authorized to lay water mains in the following street:
>
> > 8′ EWL S. Avenue O from 10′ NSL E. 118th Street to 102′ NNL E. 118th Street, at an estimated cost of $4,100.00
>
> and charge same to the Revolving Fund—United Steelworkers of America—Spec. Dept. No. 45528; and
>
> *Be It Further Ordered,* That the Commissioner of Water and Sewers is hereby authorized to lay water mains in the following street:
>
> > 8′ EWL S. Avenue O from 102′ NNL E. 118th Street to 20′ SNL E. 117th Street, at an estimated cost of $10,718.46
>
> and charge same to account 290-8270(7940).553—Circulation; and
>
> *Be It Further Ordered,* That the Commissioner of Water and Sewers is hereby authorized to lay water mains in the following street:
>
> > W. 114th Street (23′ NSL) from 21′ WEL S. Sawyer Avenue to 23′ WEL S. Spaulding Avenue, at an estimated cost of $8,135.01
>
> and charge same to Account 290-8270(7940).553—Circulation; and
>
> *Be It Further Ordered,* That the Commissioner of Water and Sewers is hereby authorized to lay water mains in the following street:
>
> > S. Racine Avenue (19′ WEL) from 25′ NSL W. 96th Street to 42′ SNL W. 97th Street, at an estimated cost of $12,723.20
>
> and charge same to Account 290-8270(7940).559—Miscellaneous Construction; and
>
> *Be It Further Ordered,* That the Commissioner of Water and Sewers is hereby authorized to lay water mains in the following street:
>
> > N. Winthrop Avenue (23′ WEL) from 32′ SSL W. Hollywood Avenue to 9′ SNL W. Sheridan Road, at an estimated cost of $197,669.19
>
> and charge same to Account 290-8270(7940).553—Replacement.

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Laurino, Scholl, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—41.

*Nays*—None.

## Execution of Water-Supply Contract Authorized with Village of Harwood Heights.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, to authorize execution of a water-supply contract with the Village of Harwood Heights.

On motion of Alderman Keane the said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Laurino, Scholl, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—41.

*Nays*—None.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Water and Sewer is hereby authorized and directed to execute on behalf of the City of Chicago, and the City Clerk to attest, upon approval of the Corporation Counsel, as to form and legality, a water supply contract between the City of Chicago and the Village of Harwood Heights.

Said water supply contract to be substantially in form as follows:

WATER SUPPLY CONTRACT BETWEEN THE
CITY OF CHICAGO AND VILLAGE OF
HARWOOD HEIGHTS, ILLINOIS

This Agreement made and entered into this ........ day of .................................. A.D. 19.... and executed in quintuplicate originals (each executed copy constituting an original) by and between the City of Chicago, a Municipal Corporation organized and existing under and by virtue of the laws of the State of Illinois, party of the first part, hereinafter referred to as the "City" and the Village of Harwood Heights, a Municipal Corporation in Cook County, Illinois located within The Metropolitan Sanitary District of Greater Chicago, party of second part, hereinafter referred to as the "Village."

WITNESSETH:

Whereas, The City of Chicago and the Village of Harwood Heights entered into a ten (10) year agreement on the 17th day of August A.D. 1960 for the furnishing from the City's water mains at the City limits a supply of water not to exceed an annual average of 539,000 gallons per day in 1960 and increasing to 707,000 gallons per day in 1969, and maximum allowable rates of 800,000 gallons per day in 1960 increasing to 1,060,000 gallons per day in 1969, through metered connections authorized by the Commissioner of Water and Sewers of the City at W. Irving Park Road and N. Harlem Avenue and for emergency use only at W. Foster Avenue and N. Oketo Avenue to be used by the Village in supplying water to consumers within the Village and to four (4) consumers located outside the corporate limits of the Village; and

Whereas, The Village of Harwood Heights has by its corporate authorities made application to the corporate authorities of the City of Chicago for renewal of the water supply contract to provide for increased water supply; and

Whereas, The City of Chicago is willing to renew the water supply contract providing for increased water supply;

Now, Therefore, in consideration of the mutual covenants and agreements hereinafter contained, the parties agree with each other as follows:

*Service to be Furnished*

(1) The City agrees to furnish and the Village agrees to purchase and take from the City's water mains at the City limits, under and in accordance with the terms hereof, a supply of water as set forth in Section 2 of this contract through metered connections authorized by the Commissioner of Water and Sewers of the City at W. Irving Park Road and N. Harlem Avenue and for emergency use only at W. Foster Avenue and N. Oketo Avenue to be used by the Village in supplying water to consumers located within the Village and one (1) consumer located outside the corporate limits of the Village.

(2) The supply of water to be furnished hereunder by the City during the period of this contract shall be as follows:

For consumers within the corporate limits of the Village and for one (1) consumer outside the corporate limits of the Village now supplied with water, namely, the Transformer Manufacturing Company at 7051 West Wilson Avenue, Norridge, Illinois:

| | *Not to Exceed in Gallons Per Day* | |
|---|---|---|
| *Year* | *Annual Average* | *Maximum Day* |
| 1969 | 1,250,000 | 2,000,000 |
| 1970 | 1,270,000 | 2,030,000 |
| 1971 | 1,290,000 | 2,060,000 |
| 1972 | 1,300,000 | 2,080,000 |
| 1973 | 1,320,000 | 2,110,000 |
| 1974 | 1,330,000 | 2,130,000 |
| 1975 | 1,350,000 | 2,160,000 |
| 1976 | 1,360,000 | 2,180,000 |
| 1977 | 1,380,000 | 2,210,000 |
| 1978 | 1,390,000 | 2,220,000 |

(3) The Village agrees to install a flow control system at its meter vault on the existing connection to the City's water main at W. Irving Park Road and N. Harlem Avenue in order to regulate the flow of water as herein provided.

(3A) The existing emergency water service connection for the Village at W. Foster Avenue and N. Oconto Avenue will be cut off and removed by the City at the expense of the Village.

*Rates and Discounts*

(4) The Village shall pay to the City all charges for water furnished hereunder to supply consumers within the corporate limits of the Village, when due, at the rate fixed by the ordinance of the City of Chicago, now in force and effect or which may hereafter be amended for water furnished through meters in like large quantities to consumers within the corporate limits of the City.

(5) The Village shall pay to the City all charges for water furnished hereunder to supply consumers located outside the corporate limits of the Village, when due, at the rate of fifty per cent (50%) higher than the metered rate per thousand cubic feet of water fixed by the ordinance of the City of Chicago now in force and effect, or which may hereafter be amended for water furnished through meters in like large quantities to consumers within the corporate limits of the City.

(6) The Village shall be entitled to the same

discount or benefit allowed to metered consumers of the City, as provided by the ordinances of the City now in force and effect, or which may hereinafter be amended, if the Village pays its water bills within the time prescribed by ordinance.

(7) The City reserves the right at any time during the term of this contract to classify water consumers and to fix rates for each class of consumer; also to fix rates for water furnished to the Village, and other municipalities and persons or other water users for consumption outside the corporate limits of the City, higher than the rates fixed for water furnished to consumers of the same class for consumption within the corporate limits of the City, subject to such limitations as are then applicable by law.

*Period of Contract*

(8) This contract shall be in force and continue in effect for a period not longer than ten years from the date hereof unless sooner terminated as herein provided.

*Meters and Meter Equipment*

(9) The Village, at its own cost and expense, shall provide and install the meter vaults, the meters and meter equipment measuring and controlling the said supply of water, which vaults, meters and meter equipment shall be of such type, size and design as shall be satisfactory to and approved by the Commissioner of Water and Sewers of the City and shall be located in or near the City limits at a location to be approved by said Commissioner of Water and Sewers. The control valves shall be located within the City and such meters, meter equipment, meter vaults and valves shall at all times be under the control of the City, but the full and complete maintenance and protection of such meters, meter equipment and meter vaults shall be the obligation of the Village.

(10) The properly authorized officers, agents and representatives of the City shall at all times have free access to the meter or meters and all other facilities herein provided for, for the purpose of shutting off the water for failure to pay the water rates or charges in this agreement provided to be paid by the Village and for the purpose of reading the registrations of said meter or meters, and to examine, shut off and test the same to ascertain whether or not they are in good condition and repair and to make such repairs upon the same as may be necessary, the expense of any and all necessary repairs to be borne by the Village.

(11) If at any time the said meter or meters shall fail to register correctly the quantity of water furnished and taken hereunder, or shall fail to register and flow of water through said meter or meters, the unregistered, under-registered or over-registered amount of water furnished and taken shall be determined by taking an average of the twelve (12) preceding readings of such meter or meters exclusive of deficient or excessive readings. Where said meter or meters have been installed for a period of less than one (1) year, or where less than twelve (12) competent readings exist, such average or estimate may be based upon a lesser number than twelve (12) readings taken preceding or subsequent to such incorrect or stopped registrations. In both instances, the Commissioner of Water and Sewers of the City shall determine which are excessive or which are deficient readings and shall also determine the number of months upon which such estimate is to be based.

*Terms and Conditions of Service*

(12) The Village at its own cost and expense, shall provide, make and keep in repair all feeder mains, connections, meter vaults, receiving tank or tanks, booster or other pumps and slow-acting valves, or other appliances deemed necessary by the Commissioner of Water and Sewers of the City at the points of connection herein designated. If at any time the meter or meters or meter housing, which are also to be provided by the Village, shall prove unsatisfactory to said Commissioner of Water and Sewers, or be out of repair, they shall be replaced or repaired by the City, and the cost and expense of such replacements or repairs shall be charged to and paid by the Village.

(13) The Village shall provide, install, maintain and operate at its own cost and expense and at such locations as shall be designated by the Commissioner of Water and Sewers of the City, the following:

> A shut-off gate or gates, reservoir or reservoirs of sufficient capacity to store not less than the maximum day's supply of water; receiving tank or tanks, booster or other pumps, slow-acting valves and such other appliances or devices as may be required by said Commissioner of Water and Sewers for the purpose of increasing, decreasing, and otherwise, controlling the water supply furnished and taken hereunder, said equipment and appliances to be of such type, size and design as shall be satisfactory to and approved by said Commissioner of Water and Sewers, and the entire installation thereof shall be under the direction of and performed in a manner satisfactory to and approved by said Commissioner of Water and Sewers. The Village agrees to maintain and operate said reservoir or reservoirs of such capacity that water will be drawn from the City's mains at a substantial uniform rate of flow, as hereinafter provided during the period of this contract.

(14) The water supply furnished and taken hereunder shall be drawn by the Village at a substantial uniform rate of flow throughout twenty-four (24) hours of each day of the year.

It is hereby agreed that the Commissioner of Water and Sewers of the City and his authorized representatives shall have access to and the right to adjust and control valves and meters in order to limit the flow of water as herein provided and for the purpose of meeting any and all emergencies and necessitous requirements.

(15) The Village agrees to comply with any and all sanitary regulations of the City and the present and future rules, regulations and instructions of the Department of Water and Sewers of the City applicable to cross-connections and dual water supplies as are in force in the Chicago Water System. The Village further agrees that the duly authorized engineers and inspectors of the City, in collaboration with the representatives of the Village shall be allowed to make inspections and require tests for tightness of the piping of the water works installations, and of all plants or other buildings of water users within the territorial limits of the Village and the Village further agrees to make such changes in its piping and to eliminate such cross-connections or other connections as in the judgment of the Commissioner of Water and Sewers of the City are necessary. The failure, neglect or refusal on the part of the Village to make promptly and properly such changes in its piping, to maintain tightness or to eliminate undesirable connections upon notice in writing so to do from said Commissioner of Water and Sewers, shall furnish sufficient grounds for the City to shut off the water and discontinue

the service hereunder until changes and corrections in said piping or connections required by the City are made by the Village.

(16) The Village agrees to prevent excessive use and waste of water.

(17) The Village agrees to appropriate annually sufficient money or so much thereof, as may be necessary, to provide sufficient funds for the payment of the water furnished by the City hereunder. The Village further agrees that it will at all times charge its water consumers sufficient rates in order to provide adequate funds for the payment of water furnished it by the City.

(18) It is further agreed that the City may either in law or equity, by suit, mandamus or other proceedings, enforce or compel performance of any and all covenants herein contained.

(19) In order to safeguard its water supply received hereunder and the City's water supply, the Village hereby agrees to maintain a safe water supply throughout its system and to provide, maintain and operate at all times during the period of this contract, chlorinating equipment or other equally effective health protecting process equipment of such kind and capacity that a proper chlorine residual or similarly effective result may be carried throughout its water supply system. All proposed water works improvements, which must be approved by the Commissioner of Water and Sewers of the City, shall be disinfected in accordance with the requirements of the Department of Water and Sewers of the City; said water works improvements shall not be placed into service until approved as to sanitary quality.

(20) The City may adopt any protective or health measures it deems advisable or desirable for the benefit of its water consumers, such as the fluoridation of its water, in any manner that the Commissioner of Water and Sewers of the City shall see fit.

(21) The Village agrees to notify the Commissioner of Water and Sewers of the City as promptly as possible of all emergency and other conditions which may directly or indirectly affect the quality of the water received hereunder and the City's water supply and further agrees that the duly authorized Engineers and Inspectors of the City shall be allowed to make inspections and required tests of the quality of the water supply as received hereunder, as well as the quality of the water within the Village distribution system.

(22) The Village agrees not to resell or permit any water furnished hereunder to be used to supply any other municipality or any consumer of water located or residing outside the corporate limits of the Village, except if and when it should be specifically authorized so to do by the City Council of the City.

(23) The Village agrees to use City water exclusively during the period of this contract.

(24) The Village further agrees not to sell, lease or give any interest in or right or privilege to utilize its water supply main or mains to any other municipality or any consumer of water whose premises are located outside the corporate limits of the Village, and further agrees not to permit any connection to be made to its water supply main or mains, except to supply consumers within the corporate limits of the Village without first securing the consent in writing of the City Council of the City so to do.

(25) At the end of each calendar year during the term of this contract and not later than March 31st of each year, the Village agrees to submit to the Commissioner of Water and Sewers of the City a report in writing showing in cubic feet or gallons the amount of water furnished the Village and the amount in quantity and charges billed by it to consumers during the preceding year and to furnish such other information regarding billing, collections and delinquencies as may be requested from time to time by said Commissioner of Water and Sewers.

(26) At the end of each billing period, but at least quarterly, the Village agrees to submit to the Commissioner of Water and Sewers of the City a complete list of all water consumers of the Village located or residing outside its corporate limits, showing name, location, character of occupancy, amount of water in cubic feet or gallons furnished, charges billed and payment to the City of Chicago at the higher rate.

(27) To secure prompt payment of the water bills, the City shall have the right at any time to require the Village to pay in advance a sum of money estimated by the Commissioner of Water and Sewers of the City to be equal to the cost of water required by the Village, for a period of ninety (90) days at the then prevailing metered rate, which said advance payment the Village hereby agrees to make upon demand.

(28) The City shall not be responsible in damages for any failure to supply water or for interruption of the water furnished hereunder. The Village agrees to save and keep harmless the City from all damage to real and personal property occasioned or caused by the making of the water connection or connections herein referred to or caused by the furnishing of water hereunder, and shall also keep and save harmless the City from all damage of any kind, nature and description which may arise as the result of the making of this agreement.

(29) The City reserves the right to its Commissioner of Water and Sewers to decide all questions arising as to the proper performance of this contract.

(30) In furtherance and not in limitation of this contract, it is mutually agreed that all rights of the City and the Village under the water supply contract No. 22075 dated August 17, 1960 by and between the City of Chicago and the Village of Harwood Heights and all rights of either party arising from the delivery of water prior to the date of the execution of this agreement are extinguished, except for the express reservation of the right of the City to obtain for, or to enforce collection of any unpaid water charges accruing prior to the date of execution of this agreement.

(31) If the Village shall refuse, neglect or fail to pay promptly the water bills rendered for the water supplied it hereunder within the time or times prescribed by the Ordinances of the City, or if the Village shall fail to comply with or perform any of the conditions or obligations on their part to be complied with or to be performed hereunder, and if after such failure the City shall deliver at the Village Hall of the Village addressed to the President and Board of Trustees of the Village a notice in writing of its intention to shut off the supply of water on account of such failure, refusal or neglect, then the City shall have the right to shut off the supply at the expiration of five (5) days after the giving of such notice, and to terminate this contract unless within such five (5) days the Village shall make good such failure. The shutting off of the supply of water for any such cause shall not release the Village from its obligation to

make payments of any amount or amounts due or to become due in accordance with the terms hereof.

(32) No assignment or transfer of this agreement shall be made by the Village.

(33) The Village hereby waives any defenses it may have by virtue of any governmental function it exercises in any action brought at law or equity under the terms of this contract.

(34) No officer, official or agent of the City has the power to amend, modify or alter this agreement or waive any of its conditions or to bind the City by making any promise or representation not contained herein.

(35) This agreement is subject to cancellation by the City of Chicago in the event the Supreme Court of the United States of America or any other court of competent jurisdiction decrees that the City has no right to contract for, sell, disperse, distribute or limits the amount of water the City may use for domestic pumpage or otherwise places a burden on the City in connection with the withdrawal of water from Lake Michigan, or otherwise dispose of water from Lake Michigan, to any municipality or user residing outside of the limits of the City of Chicago.

(36) The authority of the officials of the City to execute this agreement is evidenced by the authority of the City Council of the City of Chicago given on the ........................ day of ........................... A.D. 19......, and published in the Journal of Proceedings of the City Council for said date on pages ........................... thereof.

(37) The authority of the officials of the Village of Harwood Heights, Illinois, to execute this agreement is evidenced by the resolution passed by the President and Board of Trustees of the Village of Harwood Heights, Illinois, at a regular meeting of said President and Board of Trustees duly held on the ........................... day of ........................... A.D. 19.......

In Witness Whereof, the City of Chicago has caused this agreement to be signed in quintuple originals (each signed copy constituting an original) by its Commissioner of Water and Sewers, counter-signed by its Comptroller, approved by its Mayor, and its corporate seal to be hereto affixed and duly attested by its Clerk, and the Village of Harwood Heights has caused the same to be signed in quintuple originals (each signed copy constituting an original) by its President of the Board of Trustees and its corporate seal to be hereto affixed, duly attested by its Clerk on the day and year first above written.

[Signature forms omitted]

SECTION 2. This ordinance shall be effective from and after the date of its passage.

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## Authority Granted for Payments for Hospital, Medical and Nursing Services Rendered Certain Injured Members of Fire and Police Depts.

The Committee on Finance submitted a report recommending that the City Council pass a proposed order transmitted therewith, to authorize payments for hospital, medical and nursing services rendered certain members of the Fire and Police Departments.

On motion of Alderman Keane the said proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Laurino, Scholl, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—41.

*Nays*—None.

The following is said order as passed:

*Ordered,* That the City Comptroller is authorized and directed to issue vouchers, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Fire and the Police Departments, herein named, provided such members of the Fire and the Police Departments shall enter into an agreement in writing with the City of Chicago to the effect that, should it appear that any of said members of the Fire or the Police Department have received any sum of money from the party whose negligence caused such injury, or have instituted proceedings against such party for the recovery of damage on account of such injury or medical expense, then in that event the City shall be reimbursed by such member of the Fire or the Police Department out of any sum that such member of the Fire or the Police Department has received or may hereafter receive from such third party on account of such injury or medical expense, not to exceed the amount that the City may, or shall, have paid on account of such medical expense, in accordance with Opinion No. 1422 of the Corporation Counsel of said City, dated March 19, 1926. The payment of any of these bills shall not be construed as an approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of such claims, as allowed, is set opposite the names of the injured members of the Fire and the Police Departments, and vouchers are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937:

| | |
|---|---|
| Gerald J. Bergerson, 043019, District 11; injured October 13, 1968 | $ 805.00 |
| Joseph M. Campbell, 101600, District 1; injured October 6, 1968 | 75.00 |
| Michael R. Duffy, 209047, District 2; injured May 18, 1967 | 10.00 |
| Ronald L. Gianni, 278400, District 18; injured July 17, 1968 | 20.00 |
| Thomas W. Holbert, 351701, District 6; injured September 19, 1968 | 7.00 |
| Ronald J. Jasica, 378815, District 2; injured January 14, 1968 | 10.00 |
| Patrick J. Keating, 405306, Detective Division; injured November 30, 1968 | 41.00 |
| Harold R. Kunz, 444115, District 9; injured July 6, 1968 | 17.00 |
| Patrick Mangan, 496984, District 18; injured November 19, 1968 | 42.00 |
| Paul Marolis, 502895, District 18; injured August 9, 1968 | 782.35 |
| Edward Leo Meany, 542909, District 2; injured December 1, 1968 | 362.00 |
| Donald A. Moore, 564133, District 10; injured April 3, 1968 | 10.00 |
| John R. Moriarity, 567946, District 2; injured January 6, 1969 | 15.00 |
| James Morris, 569048, Traffic Division; injured December 26, 1968 | 7.00 |

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|---|---|
| Frank Nanni, 584953, District 14; injured January 31, 1966 | $ 40.00 |
| Bernard W. Nemes, 590949, District 15; injured May 3, 1968 | 52.60 |
| Joseph N. Pentimone, 639936, District 18; injured September 5, 1968 | 10.00 |
| James Reynolds, 683409, District 3; injured February 13, 1967 | 1,079.40 |
| Robert W. Rickert, 886170, District 7; injured February 26, 1968 | 91.00 |
| James Ross, 707017, District 15; injured October 17, 1967 | 490.00 |
| Andrew Singletary, 751812, Detective Division; injured January 28, 1969 | 25.00 |
| Kenneth L. Spink, 770839, District 20; injured June 1, 1968 | 46.50 |
| Jerome N. Tschierse, 820663, Traffic Division; injured December 11, 1967 | 90.00 |
| Terrence G. Van Arkel, 828776, District 10; injured April 1, 1967 | 10.00 |
| Edmund J. Wall, 2nd Deputy Fire Marshal; injured April 8, 1964 | 2,549.05 |
| William M. Warshauer, 848583, District 20; injured October 22, 1968 | 77.00; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to issue vouchers, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department herein named. The payment of any of these bills shall not be construed as an approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of said claims is set opposite the names of the injured members of the Police Department, and vouchers are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937:

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|---|---|
| Paul Koburi, 428053, District 19; injured November 21, 1967 | $ 320.00 |
| Charles Allen, 007774, District 2; injured February 15, 1969 | 15.75 |
| Charles J. Berglund, 043065, District 6; injured March 2, 1969 | 74.40 |
| Lawrence Bork, 061945, Task Force; injured March 1, 1969 | 10.00 |
| Toby Burton, 092432, District 9; injured March 6, 1969 | 69.00 |
| James H. Butler, 093898, District 18; injured March 21, 1969 | 24.25 |
| August J. Caporusso, 104220, District 18; injured November 13, 1968 | 20.00 |
| Dominic Capparelli, 104259, District 4; injured March 11, 1969 | 30.00 |
| Aeria Charles, 119742, District 11; injured February 3, 1969 | 10.00 |
| Daniel W. Coffman, 132021, District 2; injured February 7, 1969 | 34.50 |
| Charles E. Collins, 135400, District 11; injured February 27, 1969 | 21.50 |
| Jimmy C. Cool, 145390, District 11; injured March 8, 1969 | 20.00 |
| Michael J. Coyne, 153789, Traffic Division; injured March 19, 1969 | 48.50 |
| James J. Creighton, 155664, District 5; injured February 26, 1969 | 32.00 |
| Edward J. Croke, 156653, District 20; injured March 22, 1969 | 13.00 |
| Edgar A. DeCuir, 176318, District 2; injured March 12, 1969 | $ 43.50 |
| Donald B. Deopere, 184816, Task Force; injured January 4, 1969 | 50.00 |
| Robert T. DeSimone, 178676, District 18; injured March 18, 1969 | 23.00 |
| Norman W. DeWhite, 179193, District 11; injured March 13, 1969 | 20.00 |
| James W. Drewganis, 205522, Traffic Division; injured March 13, 1969 | 10.00 |
| Melvin Duncan, 210841, District 5; injured March 22, 1969 | 22.00 |
| James F. Foley, 251275, Detective Division; injured March 10, 1969 | 35.00 |
| Albert J. Forte, 254286, District 21; injured March 12, 1969 | 12.50 |
| Walter L. Foskett, 254702, Bureau of Inspectional Services; injured March 21, 1969 | 63.25 |
| Gene R. Gerali, 277039, Central Services Division; injured January 24, 1969 | 50.00 |
| Nathan Gibson, 679520, District 21; injured February 11, 1969 | 125.50 |
| Jacob N. Golich, 290306, District 13; injured January 13, 1969 | 38.00 |
| Kenneth W. Gooday, 290932, Police Training Division; injured February 26, 1969 | 15.50 |
| Edward Gross, 306716, District 8; injured January 19, 1966 | 1,048.20 |
| Arthur E. Hamilton, 316284, Detective Division; injured February 16, 1969 | 35.00 |
| Robert J. Hanrahan, 319027, District 19; injured April 3, 1969 | 10.00 |
| Richard E. Hofmann, 350367, District 11; injured March 8, 1969 | 22.00 |
| Jerry Ronald Hollis, 352468, District 11; injured January 3, 1969 | 20.00 |
| Frank N. Horton, 356696, District 7; injured February 16, 1969 | 12.50 |
| David Jackson, 371450, District 3; injured March 1, 1969 | 11.00 |
| James J. Jones, 389776, District 20; injured March 5, 1969 | 45.50 |
| Henry L. Jurgensen, 394864, District 5; injured February 6, 1969 | 39.00 |
| John P. Kane, 398268, Bureau of Inspectional Services; injured March 1, 1969 | 61.20 |
| George J. Kappel, 399901, District 20; injured December 21, 1968 | 45.00 |
| Merrill C. Kaval, 403295, District 9; injured March 14, 1969 | 38.50 |
| Thomas N. Kearns, 405007, District 18; injured March 31, 1969 | 12.00 |
| Edward T. Kennelly, 413655, District 17; injured January 8, 1969 | 257.50 |
| Eugene F. Konow, 431549, District 1; injured February 1, 1969 | 10.00 |
| Frank E. Kotan, 434125, District 10; injured March 18, 1969 | 11.25 |
| Donald J. Krok, 439472, Police Training Division; injured March 6, 1969 | 60.00 |
| Donald W. Larisey, 453090, Police Training Division; injured March 12, 1969 | 45.00 |
| Dennis J. Maloney, 495359, District 20; injured March 26, 1969 | 45.80 |
| Louis J. Marosi, 503010, District 15; injured March 12, 1969 | 26.50 |

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|---|---|
| Daniel R. McInerney, 533266, District 3; injured March 21, 1969 | $ 12.50 |
| Richard McKelvey, 534405, Bureau of Inspectional Services; injured March 28, 1969 | 20.00 |
| Harry McKenna, 534543, District 7; injured April 4, 1969 | 15.00 |
| Robert Roy McLane, 535822, District 9; injured November 19, 1968 | 70.00 |
| Timothy McLean, 536930, District 7; injured March 13, 1969 | 17.00 |
| Richard A. Meyers, 549068, Task Force; injured March 13, 1969 | 23.00 |
| Earl L. Miller, 553638, District 7; injured March 19, 1969 | 16.00 |
| Frank R. Mills, Jr., 555896, District 11; injured April 1, 1969 | 42.00 |
| John P. Montgomery, 563020, Task Force; injured July 11, 1968 | 30.00 |
| John W. Murtaugh, 582360, Detective Division; injured March 23, 1969 | 37.00 |
| Paul E. Newell, 592526, District 21; injured March 11, 1969 | 88.50 |
| John Nielson, 594613, District 1; injured March 14, 1969 | 10.50 |
| Dennis M. O'Brien, 602842, District 20, injured March 28, 1969 | 9.00 |
| James E. O'Rourke, 616715, District 3; injured October 24, 1969 | 12.00 |
| Dennis J. Parello, 630950, Traffic Division; injured March 21, 1969 | 50.00 |
| Paris Hubert Patton, 634979, Bureau of Inspectional Services; injured March 20, 1969 | 23.00 |
| Stephen C. Potopa, 658398, District 17; injured March 24, 1969 | 25.25 |
| Thomas H. Ptak, 665584, Detective Division; injured March 8, 1969 | 15.00 |
| Bernard W. Quinn, 669081, District 3; injured December 28, 1968 | 16.50 |
| Richard D. Rinkenberger, 688732, District 11; injured March 3, 1969 | 22.50 |
| Vincent R. Rizza, 690354, Police Training Division; March 10, 1969 | 40.00 |
| Martin J. Sammon, 715691, District 10; injured February 15, 1969 | 12.25 |
| Donald Schulte, 730273, Traffic Division; injured July 1, 1968 | 20.00 |
| Steven L. Schwieger, 732998, District 19; injured March 23, 1969 | 11.00 |
| Patrick E. Shannon, 740416, District 3; injured February 28, 1969 | 30.00 |
| James A. Sim, 751163, District 14; injured August 22, 1968 | 65.00 |
| Harry A. Smith, 759414, District 15; injured March 13, 1969 | 42.00 |
| Richard J. Solita, 765987, District 1; injured April 1, 1969 | 10.00 |
| James C. Spicer, 770385, District 20; injured April 3, 1969 | 16.00 |
| Raymond A. Teska, 804183, District 2; injured October 10, 1968 | 42.00 |
| Steve F. Tkoletz, 811440, District 11; injured March 29, 1969 | 37.50 |
| John P. Valaitis, 827569, District 11; injured March 10, 1969 | 33.00 |
| Donald E. Varallo, 830481, District 19; injured January 24, 1969 | 37.00 |

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|---|---|
| James R. Wade, 837384, District 2; injured March 12, 1969 | $ 27.50 |
| Thomas E. Walsh, 844300, District 9; injured March 16, 1969 | 12.50 |
| James L. Waterloo, 849942, District 15; injured June 22, 1964 | 5.00 |
| Bernard Weisman, 854589, District 18; injured March 18, 1969 | 20.00 |
| James Allen West, 858165, District 2; injured March 9, 1969 | 33.50 |
| John P. West, 858188, District 7; injured February 18, 1969 | 10.00 |
| Thomas E. Wortham, 881419, District 3; injured March 8, 1969 | 11.50 |
| James Young, 886098, District 19; injured March 8, 1969 | 10.00 |
| Walter F. Young, 886773, District 19; injured March 23, 1969 | 30.00 |
| George Zaranti, 888823, District 19; injured March 8, 1969 | 11.00 |
| William F. Baldree, 024082, District 14; injured March 13, 1969 | 12.00 |
| Thomas Blackwell, 051992, District 10; injured February 1, 1969 | 18.00 |
| Thomas Patrick Brennan, 072050, District 18; injured April 3, 1969 | 27.00 |
| Charles Brown, 077776, Task Force; injured March 12, 1969 | 22.00 |
| Melvin E. Brown, 080464, District 3; injured March 22, 1969 | 11.50 |
| Milton K. Carson, 110938, District 11; injured March 16, 1969 | 23.00 |
| Joseph R. Chausse, 120083, District 5; injured March 1, 1969 | 24.00 |
| Thomas J. Christy, 123418, Automotive Maintenance Division; injured March 29, 1969 | 10.00 |
| James E. Collier, 135137, District 11; injured March 7, 1969 | 57.50 |
| Ronald J. Comparin, 138196, District 3; injured March 30, 1969 | 10.00 |
| Anthony Cutaia, 164335, District 18; injured April 4, 1969 | 45.00 |
| Maurice J. Dailey, 166945, Bureau of Inspectional Services; injured March 10, 1969 | 13.00 |
| William M. Daly, 168923, Task Force; injured August 28, 1968 | 25.00 |
| Thomas W. Earth, 226441, District 3; injured April 7, 1969 | 21.00 |
| John Eshoo, 225553, District 18; injured March 14, 1969 | 10.00 |
| Kenneth H. Fowler, 255764, District 12; injured March 10, 1969 | 2,109.05 |
| Charles R. Gardner, 269146, District 16; injured March 29, 1969 | 13.00 |
| Elbert C. Greenwood, 301823, District 12; injured March 22, 1969 | 5.00 |
| Steve P. Hanna, 318274, Detective Division; injured May 14, 1967 | 363.65 |
| Robert O. Henderson, 338169, District 21; injured March 31, 1969 | 12.50 |
| Charles Hicks, 343516, Traffic Division; injured September 29, 1967 | 20.00 |
| Wm. J. Hofmann, 350382, District 6; injured March 31, 1969 | 15.40 |
| Norbert H. Holzinger, 354303, District 20; injured April 13, 1969 | 54.50 |

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|---|---|
| Lewis F. Jones, 390126, District 21; injured January 2, 1969 | $ 4,707.55 |
| Robert F. Kalbfell, 396474, District 16; injured April 1, 1969 | 9.00 |
| Wilbur D. Koehler, 428789, Task Force; injured March 31, 1969 | 21.00 |
| Otha M. LeMons, 458436, District 21; injured April 12, 1969 | 28.50 |
| Thomas P. Loome, 476408, District 4; injured January 24, 1969 | 40.50 |
| Richard P. Madeja, 488816, District 13; injured February 23, 1969 | 13.00 |
| Robert Mays, 513567, Bureau of Inspectional Services; injured April 8, 1969 | 23.50 |
| Edward F. McAuliffe, 515292, District 13; injured March 7, 1969 | 15.00 |
| Harold Onixt, 622058, Traffic Division; injured March 21, 1969 | 25.00 |
| Henry P. Popek, 656547, District 11; injured March 13, 1969 | 22.00 |
| Edward J. Schermerhorn, 724546, District 20; injured March 6, 1969 | 15.00 |
| Daniel Skrezyna, 754016, District 9; injured April 8, 1969 | 42.50 |
| Griffin Smith, 759327, District 10; injured January 6, 1969 | 22.00 |
| Willie B. Smith, 763030, Task Force; injured March 2, 1969 | 25.00 |
| Donald A. Stevens, 779769, District 15; injured March 24, 1969 | 33.00 |
| Phillip T. Strong, 785473, Detective Division; injured February 23, 1969 | 34.00 |
| Ralph C. Sutton, 792150, District 21; injured July 27, 1968 | 11.50 |
| Robert Tanner, 798882, Traffic Division; injured February 24, 1969 | 12.00 |
| Robert W. Valko, 828483, Task Force; injured February 9, 1969 | 16.50 |
| Dennis A. Wayne, 851722, District 7; injured March 30, 1969 | 65.00 |
| Bernard O'Reilly, 616408, District 21; injured March 14, 1969 | 27.00 |
| James P. Sweeney, 793799, Task Force; injured May 13, 1968 | 34,649.80. |

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### Authority Granted for Payments of Miscellaneous Refunds, Compensation for Property Damage, Etc.

The Committee on Finance submitted a report recommending that the City Council pass a proposed order transmitted therewith, to authorize payments of miscellaneous claims.

**On motion of Alderman Keane the said proposed** order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Laurino, Scholl, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—41.

*Nays*—None.

**The following is said order as passed:**

*Ordered,* That the City Comptroller is authorized and directed to pay to the following-named person the respective amount set opposite his name, same to be in full settlement for damage to vehicle on the date and at the location indicated, and to charge the same to Account No. 100.9112.934:

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| John J. Hammond, 365 S. Luella Av., Calumet City, Ill. | April 20, 1968 E. 124th St. and S. Torrence Av. | $191.71; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named person the respective amount set opposite his name, same to be in full settlement for damage to vehicle on the date and at the location indicated, and to charge the same to Account No. 100.9112.934:

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| John Henry Reider, c/o R. Downer, 8329 S. Winchester | February 27, 1969 | $500.00; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named persons the respective amounts set opposite their names, same to be in full settlement for damage to vehicles on the date and at the location indicated, and to charge the same to Account No. 100.9112.934:

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Leslie Fisher Sr., 2843 W. Lexington St., Chicago, Ill. | April 23, 1968 S. Sacramento Av. between W. Fillmore St. and W. Roosevelt Rd. | $110.00 |
| Richard Gaskey, 8223 S. Mozart St., Chicago, Ill. | February 27, 1969 W. 51st St. and S. Western Blvd. | 189.00; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named persons the respective amounts set opposite their names, same to be in full settlement for damage to vehicles and/or personal injuries on the date and at the location indicated, and to charge the same to Account No. 100.9112.934:

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Bernard N. Klein, 2521 N. Clark St. | 8-10-68—Near E. Delaware St. and Continental Plaza Hotel | $144.82 |
| Albert Vigil, c/o Masuda, Spivack & Funai, 134 N. LaSalle St. | 9-4-68—190 E. Delaware St. | 1,027.77 |
| Gaddis B. Knight, 620 E. 68th St. | 8-18-68—E. 81st and S. South Chicago Av. | 36.49 |
| Arthur Holly, 6214 S. Evans Av. | 9-14-68—1400 block East of W. 75th St. | 50.71 |
| Milton G. Heyman, 5855 N. Sheridan Rd. | 10-3-68—North of Wilson Av. on N. Lake Shore Dr. | 97.65 |
| Sharon L. Gordon, 520 W. Wellington Av. | 1-69—On N. LaSalle St. at corner of W. Kinzie St. | 100.00 |

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| John W. Jordon 336 W. 59th St. 60621 | 12-30-68—7044 S. Morgan St. | $ 36.60 |
| William A. Kritinar, 5159 S. Christiana Av. | 1-7-69—Near W. 79th St. and S. Kedzie Av. | 5.00 |
| Loran Morse, Allstate Insurance, 9933 N. Lawler Av., Skokie, Ill. 60076 | 11-27-68—W. 25th St. and S. Laramie Av. | 183.30 |
| John P. Vilcek, 5013 S. Paulina St. | 2-27-69—S. Wallace St. at W. Root St. | 214.46 |
| Joseph Scholl, Route 1 Box 91, St. Charles, Ill. 60174 | 2-26-69—N. Damen Av. and W. School St. | 175.00 |
| Thelmer M. Montgomery, 7726 S. Merrill Av. | 2-4-69—W. 73rd St. and S. Kimbark Av. | 13.25 |
| Arland L. Borgeson, c/o National Conveyor and Supply Co., 350 N. Harding Av. | 1-14-69—W. Franklin Blvd. and N. Sacramento Av. | 113.80 |
| Mrs. Anna M. Curran, 949 W. 19th St. | 8-9-68—951 W. 19th St. | 17.00 |
| Rose Parodi, 161 W. Eugenie St. | 11-4-68—161 W. Eugenie St. | 105.99 |
| Vanda Kealy, 2625 N. Central Av. | 2-10-69—3455 W. Parker Av. | 40.19 |
| Mrs. M. DeMares, 2846 N. Hamlin Av. | 12-7-68—2853 N. Hamlin Av. | 39.00; |

and

*Be It Further Ordered,* That the City Comptroller is authorized, and directed to pay to the following-named persons the respective amounts set opposite their names, same to be in full settlement for damage to vehicles and/or property damage on the date and at the location indicated, and to charge the same to Account No. 100.9112.934:

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Michigan Mutual Ins. Co. and Willie Scott, 1422 S. Kostner Av. | 12-27-68—N. Knox Av. | $157.40 |
| Eugene Bridges, 7510 S. Wabash Av. | 4-5-69—W. 14th St. and S. State St. | 45.63 |
| Equity Ins. Agency and Morton Liebling, 175 W. Jackson Blvd. | 2-13-69—Grand Crossing Station | 59.98 |
| Dave Oehler, 2635 N. New England Av. | 3-28-69—144 E. Ohio St. | 145.96 |
| Home Insurance Co. and Paul V. Williams, 10 S. Riverside Plaza | 1-28-69—W. 74th St. and S. Wolcott St. | 165.00 |
| Nicholas A. DiSilvestro, 4909 Ridgewood Av., Norridge, Ill. | 4-2-69—S. Independence Blvd. | 217.25 |
| Stanley W. Boruch, 3424 S. Marshfield Av. | 1-13-67— | $125.00 |
| Ben Jones, Jr., 4331 S. Evans Av. | 12-68— | 139.00 |
| Crystal Pharmacy & Drug Co. Inc., 2559 W. North Av. | 9-16-68— | 209.00 |
| Charles N. Jones, 5308 S. Greenwood Av. | 3-27-68— | 171.52; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named person the amount set opposite his name, same to be in full settlement for personal injury on the date and at the location indicated and to charge the same to Account No. 100.9112.934:

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Michigan Mutual Ins. and Michael LoSacco, 309 W. Jackson Blvd. | 1-16-69—W. 26th St. and S. California Av. | $399.85; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named persons the respective amounts set opposite their names, same to be in full settlement for refund of liquor and/or tobacco licenses and to charge same to Account No. 100.9112.934:

| *Name and Address* | *License No.* | *Amount* |
|---|---|---|
| Arlean Pollard, 4312 S. Cottage Grove Av. | 7141 | $214.34 pro rated |
| Dora Jean Boyd, 6718 S. Clyde Av. | 3470 | 310.00 pro rated |
| Lottie Mae Hill, 1704 N. Clybourn Av. | 7308 | 465.00 |
| Jimmie Ruth Jefferson, 7109 S. Drexel Av. | 7321 | 465.00 |
| Yashitade and Skizuko Wakabayashi, 5862 N. Lincoln Av. | 7344 | 465.00 |
| Willie Walker, 1518 W. 79th St. | 7331 | 465.00 |
| Warren's Club House Lounge Inc., 6312 S. Cottage Grove Av., Chicago, Ill. | H-70793 | 50.00 |
| Broadway Discount Center, c/o Mr. Kim Miller, 3243 N. Broadway | H-70519 | 50.00 |
| Richard L. Krach, 1177 N. Elston Av. | 3019 | 50.00 |
| William J. Honquest & Co., 2117 N. 76th Court, Elmwood Park, Ill. | 11719 | 50.00; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named persons the respective amounts set opposite their names, same to be in full settlement for refund of various license fees and to charge same to Account No. 100.9112.934:

| *Name and Address* | *License No.* | *Amount* |
|---|---|---|
| Mr. Carmen Capicotte, P.O. Box 738, Oak Park, Ill. 60603 | 65590 | $ 2.00 |

| *Name and Address* | *License No.* | *Amount* |
|---|---|---|
| Thalia Angell, 5022 N. Winthrop, Apt. 2E | 65942 | $ 2.00 |
| Harry Kanter, 10015 S. Avenue L | 798<br>Florist | 60.00 |
| Charles H. Grossman, 3053 N. Western Av. | 54<br>Cleaner | 9.00 |
| Shelley Miller, 3219 W. Fillmore Av. | H-66761<br>Shop Rep. | 18.00 |
| Alvis Payne, 331 N. Laramie Av. 60644 | H-67957<br>Food | 6.00; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named persons the respective amounts set opposite their names, same to be in full settlement for refund of permit fees as indicated and to charge same to Account No. 100.9112.934:

| *Name and Address* | *Permit No.* | *Amount* |
|---|---|---|
| Roppolo & Prendergast, 4930 W. Diversey Ave., Chicago, Ill. | 402264 | $455.37 |
| Quinn S. Fung, 510 W. Diversey Blvd., Chicago, Ill. | 405779 | 305.27 |
| A. M. Gordon Builders, c/o Seymour Keith, 134 N. LaSalle St., Room 908 | 394228 | 281.50 |
| Charles Wise, 9526 S. Halsted St., Chicago, Ill. | 401238 | 56.00 |
| James Ganley, 5223 W. Cullom Ave., Chicago, Ill. | 406713 | 47.50; |

and

*Be It Further Ordered,* That the Commissioner of Water and Sewers is authorized and directed to issue vouchers to the following-named persons the respective amounts set opposite their names, same being charges for water on building permits as indicated, and to charge the same to Account No. 200.8220.935:

| *Name and Address* | *Permit No.* | *Amount* |
|---|---|---|
| Roppolo and Prendergast, 4930 W. Diversey Av., Chicago, Ill. 60639 | 402264 | $41.45 |
| Quinn S. Fung, 510 W. Diversey Blvd., Chicago, Ill. | 405779 | 66.15 |
| A. M. Gordon Builders, c/o Seymour Keith, 134 N. LaSalle St. Room 908 | 394228 | 48.00 |
| James Ganley, 5223 W. Cullom Av. | 406713 | 6.15; |

and

*Be It Further Ordered,* That the Commissioner of Water and Sewers is authorized and directed to pay to the following-named person the amount set opposite his name, same being in full settlement for personal injuries on the date and location indicated, and to charge same to Account No. 200.8271.934:

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Ronald Stone for minor son David, 12713 S. Muskegon Av. | March 17, 1969 Between S. Escanaba Av. and S. Muskegon Av. on E. 128th St. | $66.00; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named person the amount set opposite her name, same to be in full settlement for damage to property on the date and at the location indicated, and to charge the same to Account No. 300.9112.934:

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Mrs. Alexander F. Kopp, 5840 N. East Circle Av. | June, 1968—5840 N. East Circle Av. Chicago | $100.00; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named persons the respective amounts set opposite their names, same being refund of fees paid for vehicle licenses as indicated, and to charge same to Account No. 300.9112.990:

| *Name and Address* | *License No.* | *Amount* |
|---|---|---|
| Frank L. Whitsett, 507 W. 81st St. | X-109997 | $15.00 |
| Nella Weiner, 5438 S. Cornell Av. | X-12037 | 15.00 |
| Alexander Singleton, 8118 S. Loomis St. | U-165079 | 30.00 |
| William Meaders, 7221 S. Ridgeland Av. | D-114 | 41.00 |
| Willard A. Darlage, 723 Grant Av., Chicago Heights, Ill. | U-554121 | 30.00 |
| Wiclef Fratz, 111 W. Hollywood Av., Apt. 308 | X-406071 | 15.00 |
| James L. Piet, 1637 W. 17th St. | 4291 | 5.00 |
| Victor P. Shuflitowski, 5353 N. Neva Av. | U-344635 | 30.00 |
| Mike J. Schafer, 4874 W. Wabansia Av. | U-684547 | 30.00 |
| Estate of Hugh J. Robinson, c/o Isabelle Robinson, 2625 S. Keeler Av. | X-12186 | 15.00 |
| Lou Pleason's Motor Sales, 6200 S. Ashland Av. | X-108306 | 15.00 |
| Robbie E. Patterson, 13310 S. Calumet Av. | U-324196 | 30.00 |
| Estate of Louis Okorn, c/o Frank Sodetz, 11841 S. Union Av. | X-316492 | 15.00 |
| August L. Marten, 7209 S. Damen Av. | U-414795 | 30.00 |
| James F. Holmes, 225 N. Lorel Av. | X-105804 | 15.00 |
| Estate of Morris Cohen, c/o Sadie Cohen, 8612 N. Osceola Av., Niles, Ill. | U-587922 | 30.00 |
| Harold E. Carlson, 5832 N. Harlem Av. | U-80237 | 30.00 |
| Richard Brimer, 4422 W. Altgeld St. | U-285009 | 30.00 |
| Berens Auto Lease Co., c/o Irvin S. Siglin, M.D., 701 Lake St., Wilmette, Ill. | U-192976 | 30.00 |
| Bell Surgical Supply Co., 3833 N. Cicero Av. | B-26409 | 33.50 |
| Phil Halpern, 1136 W. Randolph St. | E-1542 | 45.00 |
| Jack Anderson, 1822 S. St. Louis Av. | X-13607 | 15.00 |

| Name and Address | License No. | Amount |
|---|---|---|
| Diane Bartz (Reid), 2901 S. Michigan Av. | X-2340 | $ 15.00 |
| Roy J. Burney, 5112 N. St. Louis Av. | X-107308 | 15.00 |
| Estate of Earl L. Cadle, c/o Mrs. E. L. Cadle, 9035 S. Houston Av. | U-49207 | 30.00 |
| Joseph P. Cappello, 3013 N. Natchez Av. | U-552077 | 30.00 |
| Thomas Cobb, 1800 S. Hamlin Av. | U-613069 | 30.00 |
| Virgilio E. DeRama, 2316 W. Thomas St. | U-472824 | 30.00 |
| J. H. Feazell, 9041 S. Sangamon St. | U-468379 | 30.00 |
| Feralloy Corp., Roy T. Pierson, 4000 S. Princeton Av. | U-467840 | 30.00 |
| Robert H. Herron, 10028 S. Leavitt St. | U-209477 | 30.00 |
| Edmund G. Gerules, 3544 S. Union Av. | X-135100 | 15.00 |
| Matt Iszczuk, 13247 S. Avenue M. | U-587220 | 30.00 |
| Madison Food Mart, 2153 W. Madison St. | U-140098 | 30.00 |
| Howard McClain, 2811 W. Washington Blvd. | U-344813 | 30.00 |
| Silvester Milock, 1631 N. Lawndale Av. | U-466581 | 30.00 |
| Estate of Peter Napoli, c/o Mrs. P. Napoli, 11130 S. Vernon Av. | U-492643 | 30.00 |
| Howard Price, 8219 S. Maryland Av. | U-72650 | 30.00 |
| Vincent J. Saverino, 1316 W. Fargo Av. | U-464559 | 30.00 |
| Estate of John Stainzer, c/o Mrs. John Stainzer, 4159 N. Tripp Av. | X-345630 | 15.00 |
| Frank Taliaferro Jr., c/o Frank Taliaferro Sr., 5806 W. Dakin Av. | U-172982 | 30.00 |
| Ruthe E. West, 1617 E. 50th Pl. | U-725940 | 15.00 |
| Henry W. Youngquist Estate, c/o Mrs. Jeannette Youngquist, 4133 N. Kedzie Av. | U-550041 | 30.00 |
| Estate of Walter Zywiciel, c/o Mrs. Walter Zywiciel, 1539 N. Bosworth Av. | X-301970 | 15.00 |
| Morris J. Aronow, 2000 W. Morse Av. | U-360795 | 30.00 |
| Theodore Brown, 5056 N. Kenmore Av. | U-519872 | 30.00 |
| Ricardo Carrera, c/o John W. Judkins Inc., 2538 S. Western Av. | U-685821 | 30.00 |
| Edmond Fridenberg, 3033 N. Sheridan Rd. | U-271675 | 30.00 |
| John L. Jones, 115 E. 92nd St. | U-359180 | 30.00 |
| Luther C. Klopp, Box 237, Chapala, Jalisco, Mexico | U-17392 | 30.00 |
| Tom H. Lincoln, 4157 W. Monroe St. | U-207164 | 30.00 |
| Louis Flower Shop, 3643 N. Western Av. | B-2286<br>U-67781<br>U-67782<br>U-67783 | $ 33.50<br>30.00<br>30.00<br>30.00 |
| Howard Martin, 717 E. 61st St. | U-386563 | 30.00 |
| Arthur C. Strandberg, 8039 S. Kilbourn Av. | 11613 | 5.00. |

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## Order Amended to Change Account Number Charged for Damage to Vehicle.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

> *Ordered,* That the order passed by the City Council on May 14, 1969 and appearing on page 5518 authorizing payment for damage to vehicles, be and the same is hereby amended by striking out the Account No. "200.9112.935" and inserting in lieu thereof Account No. "200.8271.934", occurring on the 28th line from the top of the page printed in the right-hand column.

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Laurino, Scholl, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—41.

*Nays*—None.

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## Payment to R. J. Zeller Sons Ins. and Stanley Kruk Rescinded.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

> *Ordered,* That the order passed by the City Council on May 28, 1969 and appearing on pages 5579-5582 of the Journal of the Proceedings of the City Council of that date, granting authority for payments of miscellaneous refunds, compensation for property damage, etc., be and the same is hereby amended by striking out the first, second, third and fourth lines from the bottom of page 5579, right-hand column, reading:

| Name and Address | Date and Location | Amount |
|---|---|---|
| "R. J. Zeller Sons Ins. and Stanley Kruk, 3660 E. 106th St. | 1-23-69—E. 83rd St. and S. Brandon Av. | 100.00;" |

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Laurino, Scholl, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—41.

*Nays*—None.

### *Action Deferred*—ON PROPOSED ORDINANCE AUTHORIZING AGREEMENT WITH ILLINOIS MEN'S AND BOY'S APPAREL CLUB, INC. FOR RENTAL OF SPACE.

The Committee on Finance submitted the following report, which was, at the request of two aldermen present (Alderman Despres and Alderman Simon) *Deferred* and ordered published:

CHICAGO, June 23, 1969.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred a communication dated May 14, 1969 from the Port of Chicago transmitting an agreement authorizing lease for a trade show sponsored by the Illinois Men's and Boys' Apparel Club, Inc. This organization desires to rent 45,000 gross square feet of exhibition space in the north hall for a one week period commencing on October 3 and terminating on October 9, 1969 at a rental of $4,500.00, having had the same under advisement begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by 34 members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) **THOMAS E. KEANE,**
*Chairman.*

The following is the proposed ordinance transmitted with the foregoing committee report:

Be It Ordained by the City Council of the City of Chicago:

*Section 1.* That the Port Director and the City Comptroller, subject to approval as to form and legality of the Corporation Counsel are authorized to execute in behalf of the City of Chicago an agreement with Illinois Men's and Boys' Apparel Club, Inc., 36 South State Street, Chicago, Illinois 60603, said agreement to be in substantially the following form:

This Agreement made this 22nd day of April, A.D. 1969, between the City of Chicago, a municipal corporation of the State of Illinois, hereinafter called "Landlord" and Illinois Men's and Boys' Apparel Club, Inc., 36 South State Street, Chicago, Illinois 60603, a corporation organized and existing by virtue of the laws of the State of Illinois, hereinafter called "Tenant".

WITNESSETH:

That Landlord, for and in consideration of the terms and conditions, both general and special, hereinafter contained and made on the part of Tenant, does hereby grant to Tenant for use only by Tenant, the privileges hereinafter described on premises at Navy Pier, foot of Grand Avenue, Chicago, Illinois 60611, hereinafter called "Pier", a plat of said Pier being attached hereto.

This Agreement shall consist of three parts:

Part I —General Conditions
Part II —Special Conditions
numbered 1 to 3
Part III—Exhibits and Attachments

All constituting the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences, shall be implied or impressed upon such agreement that are not set forth herein at length.

[Part I—General Conditions attached to this ordinance is common to "Part I—General Conditions" printed on pages 5491-5494 of the Journal of Proceedings of May 14, 1969]

PART II—SPECIAL CONDITIONS

1. *Premises*

Landlord leases to Tenant the following areas of Navy Pier, Chicago, Illinois 60611, and areas known as "lean-to-areas" that may be available for storage purposes (without additional cost) that are immediately adjacent and adjoining the leased area, all as appears on the attached Exhibit:

| | |
|---|---|
| 45,000 sq. ft. | North Hall |
| None sq. ft. | South Hall |
| None sq. ft. | West Hall |
| 45,000 sq. ft. | Total—Gross |

2. *Purpose*

Tenant shall use the demised premises for the purpose of staging Trade Show featuring Men's and Boys' Wearing Apparel from October 4 through October 8, 1969, and for no other purpose whatsoever.

3. *Term*

The term of this Agreement shall begin on the 3rd day of October, 1969, at 12:01 A.M. and shall terminate on the 9th day of October, 1969, at 12:00 midnight.

4. *Rental*

Tenant shall pay Landlord as rent for the demised premises at the rate of .10¢ per square foot for the entire period of occupancy the total sum of Forty-five Hundred and no/100 Dollars ($4500.00), payable as follows:

A. $1000.00 upon the execution of this Agreement by Tenant, and

B. the balance on or before the 30th day prior to the first day of the term hereof.

Said rental payments to be made by certified check at the office of the Port Director, Navy Pier, Chicago, Illinois 60611.

5. *Operations*

A. Tenant shall deposit with the Director on or before the 30th day prior to the first day or the term hereof a certified check in the sum of $1500.00 as a deposit on account of utilities and services furnished by Landlord and to be paid by Tenant.

B. No alcoholic beverages of any kind shall be sold, given away or used in the demised premises.

C. Unless consent in writing from the Director is first received, Tenant shall not operate or put up any engine, motor or machinery on the demised premises or use oils, burning fluids, camphene, kerosene, naptha or gasolene for either mechanical or other purposes, or any other agent other than electricity for illuminating the demised premises.

D. No portion of the sidewalks, entries, passageways, vestibules, halls or stairways, or access to public utilities of said building shall be obstructed by Tenant or used for any other purpose other than for ingress and egress from the demised premises. The doors, skylights, stairways or openings that reflect or admit light into any place in the building, including hallways, corridors and passageways, radiators and house lighting appurtenances shall not be covered or obstructed by Tenant. The water closets or other water apparatus shall not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, papers or other substances shall be thrown therein. Tenant will permit no chair or movable seat to be or remain in the passageways and will keep said passageways clear at all times.

E. If said premises or any portion of said building thereof including any and all utilities shall be damaged by the act, default or negligence of the Tenant, or of Tenant's agents, employees, patrons, guests, or any person admitted to said premises by tenant, Tenant shall pay to Landlord upon demand such sum as shall be necessary to restore said premises to their present condition. Tenant hereby assumes full responsibility for the acts and conduct of all persons admitted to said premises or any portion of said building by the consent of the Tenant or by or with the consent of any person acting for or in behalf of said Tenant, and said Tenant agrees to have on hand at all times, at its own expense, such security force as is deemed necessary by the Director to maintain order and to protect persons and property.

F. It shall be the sole responsibility and authority of the Fire Commissioner of the City of Chicago in determining the total number of persons to be admitted at any and all times to Navy Pier, or any part or section thereof, and his decision, or that of his authorized representative shall be final.

G. Landlord shall have the exclusive right to collect and have custody of articles left in the building by persons attending any performance, exhibition or entertainment given or held in the demised premises, and Tenant, or any persons in Tenant's employ, shall not collect or interfere with the collection or custody of such articles.

H. Landlord reserves the right to eject any objectionable person or persons from said building, and upon the exercise of this right by the Director, his representatives, agents or policemen, the Tenant hereby waives any right and all claims for damages against the City of Chicago and its employees and agents.

I. Designated staff members of the City of Chicago may enter the building and all of the demised premises at any time and on any occasion.

J. Tenant shall not transmit a description of any portion of its operation by means of radio broadcasting or television without first having received written permission from the Director.

K. Landlord reserves the exclusive right to enter into contracts with concessionaires for the operation of any and all concessions in or about the building known as Navy Pier, and further reserves the right to place and locate these concessionaires wherever Landlord deems necessary, be they in the premises herein demised or elsewhere in and about the said building. Tenant is expressly forbidden from entering into its own concession agreements for any product or service, and herewith agrees that it shall make available to the Landlord's concessionaires whatever space is deemed necessary by the Director for purposes of ingress, egress and servicing said concessions.

L. No performance, exhibition or entertainment shall be given or held on the demised premises which shall be objected to by Landlord.

M. Tenant shall provide at its own expense all porters and matrons for toilet areas to keep same in an exceptionally clean and sanitary condition and shall also provide at its own expense all ticket sellers, ticket takers, ushers, crowd directors and any security service required at the direction of the Director.

N. Any and all matters not herein expressly provided for shall be at the discretion of the Director.

In Witness Whereof, The parties hereto have caused this instrument to be signed in triplicate under their respective seals on the day and year first above written.

[Signature forms and Exhibit omitted]

*Section 2.* This ordinance shall be in force and effect from and after its passage.

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### *Action Deferred*—ON PROPOSED ORDINANCES AUTHORIZING LEASE AGREEMENTS WITH STYLE EXHIBITORS, INC., FOR RENTAL OF SPACE AT NAVY PIER.

The Committee on Finance submitted the following report, which was, at the request of two aldermen present (Alderman Despres and Alderman Simon) *Deferred* and ordered published:

CHICAGO, June 23, 1969.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred two communications dated May 20, 1969 from the Port of Chicago transmitting two ordinances authorizing Navy Pier convention lease covering a trade show sponsored by Style Exhibitors, Inc. This organization desires to rent 121,840 gross square feet of exhibit area from August 23 through August 29, 1969 at a total rental of $12,184.00; also from November 8 through November 14, 1969, at a total rental of $12,184.00, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinances transmitted herewith.

This recommendation was concurred in by 34 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) THOMAS E. KEANE,
*Chairman.*

The following are the proposed ordinances transmitted with the foregoing committee report (the Italic heading in each case not being a part of the ordinance):

*(August 23, 1969 through August 29, 1969)*

Be It Ordained by the City Council of the City of Chicago:

*Section 1.* That the Port Director and the City Comptroller, subject to approval as to form and legality of the Corporation Counsel are authorized to execute in behalf of the City of Chicago an agreement with Style Exhibitors, Inc., 222 West Adams Street, Chicago, Illinois 60606, said agreement to be in substantially the following form:

This Agreement made this 25th day of April A.D. 1969, between the City of Chicago, a municipal corporation of the State of Illinois, hereinafter called "Landlord" and Style Exhibitors, Inc., 222 West Adams Street, Chicago, Illinois 60606, a corporation organized and existing by virtue of the laws of the State of Illinois, hereinafter called "Tenant".

WITNESSETH:

That Landlord, for and in consideration of the terms and conditions, both general and special, hereinafter contained and made on the part of Tenant, does hereby grant to Tenant for use only by Tenant, the privileges hereinafter described on premises at Navy Pier, foot of Grand Avenue, Chicago, Illinois 60611, hereinafter called "Pier", a plat of said Pier being attached hereto.

This Agreement shall consist of three parts:

Part I—General Conditions
Part II—Special Conditions numbered 1 to 5
Part III—Exhibits and Attachments

All constituting the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences, shall be implied or impressed upon such agreement that are not set forth herein at length.

[Part I—General Conditions attached to this ordinance is common to "Part I—General Conditions" printed on pages 5491-5494 of the Journal of Proceedings of May 14, 1969]

### PART II—SPECIAL CONDITIONS

1. *Premises*

Landlord leases to Tenant the following areas of Navy Pier, Chicago, Illinois 60611, and areas known as "lean-to-areas" that may be available for storage purposes (without additional cost) that are immediately adjacent and adjoining the leased area, all as appears on the attached Exhibit:

| | |
|---|---|
| 60,720 sq. ft. | North Hall |
| 54,120 sq. ft. | South Hall |
| 7,000 sq. ft. | West Hall |
| 121,840 sq. ft. | Total-Gross |

2. *Purpose*

Tenant shall use the demised premises for the purpose of staging Trade Show featuring Women's Fashions from August 24 through August 28, 1969 and for no other purpose whatsoever.

3. *Term*

The term of this Agreement shall begin on the 23rd day of August, 1969, at 12:01 A.M. and shall terminate on the 29th day of August, 1969, at 12:00 midnight.

4. *Rental*

Tenant shall pay Landlord as rent for the demised premises at the rate of 10¢ per square foot for the entire period of occupancy the total sum of Twelve Thousand One Hundred Eighty-four and no/100 Dollars ($12,184.00), payable as follows:

A. $1,000.00 upon the execution of this Agreement by Tenant, and

B. The balance on or before the 30th day prior to the first day of the term hereof, said rental payments to be made by certified check at the office of the Port Director, Navy Pier, Chicago, Illinois 60611.

5. *Operations*

A. Tenant shall deposit with the Director on or before the 30th day prior to the first day of the term hereof a certified check in the sum of $2,000.00 as a deposit on account of utilities and services furnished by Landlord and to be paid by Tenant.

B. No alcoholic beverages of any kind shall be sold, given away or used in the demised premises.

C. Unless consent in writing from the Director is first received, Tenant shall not operate or put up any engine, motor or machinery on the demised premises or use oils, burning fluids, camphene, kerosene, naphtha or gasoline for either mechanical or other purposes, or any other agent other than electricity for illuminating the demised premises.

D. No portion of the sidewalks, entries, passageways, vestibules, halls or stairways, or access to public utilities of said building shall be obstructed by Tenant or used for any other purpose other than for ingress and egress from the demised premises. The doors, skylights, stairways or openings that reflect or admit light into any place in the building, including hallways, corridors and passageways, radiators and house lighting appurtenances shall not be covered or obstructed by Tenant. The water closets or other water apparatus shall not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, papers or other substances shall be thrown therein. Tenant will permit no chair or movable seat to be or remain in the passageways and will keep said passageways clear at all times.

E. If said premises or any portion of said building thereof including any and all utilities shall be damaged by the act, default or negligence of the Tenant, or of Tenant's agents, employees, patrons, guests, or any person admitted to said premises by Tenant, Tenant shall pay to Landlord upon demand such sum as shall be necessary to restore said premises to their present condition. Tenant hereby assumes full responsibility for the acts and conduct of all persons admitted to said premises or any portion of said building by the consent of the Tenant or by or with the consent of any person acting for or behalf of said Tenant, and said Tenant agrees to have on hand at all times, at its own expense, such security force as is deemed necessary by the Director to maintain order and to protect persons and property.

F. It shall be the sole responsibility and authority of the Fire Commissioner of the City of Chicago in determining the total number of persons to be admitted at any and all times to Navy Pier, or any part or section thereof, and his decision, or that of his authorized representative shall be final.

G. Landlord shall have the exclusive right to collect and have custody of articles left in the building by persons attending any performance, exhibition or entertainment given or held in the demised premises, and Tenant, or any persons in Tenant's employ, shall not collect nor interfere with the collection or custody of such articles.

H. Landlord reserves the right to eject any objectionable person or persons from said building, and upon the exercise of this right by the Director, his representatives, agents or policemen, the Tenant hereby waives any right and all claims for damages against the City of Chicago and its employees and agents.

I. Designated staff members of the City of Chicago may enter the building and all of the demised premises at any time and on any occasion.

J. Tenant shall not transmit a description of any portion of its operation by means of radio broadcasting or television without first having received written permission from the Director.

K. Landlord reserves the exclusive right to enter into contracts with concessionaires for the operation of any and all concessions in or about the building known as Navy Pier, and further reserves the right to place and locate these concessionaries wherever Landlord deems necessary, be they in the premises herein demised or elsewhere in and about the said building. Tenant is expressly forbidden from entering into its own concession agreements for any product or service, and herewith agrees that it shall make available to the Landlord's concessionaires whatever space is deemed necessary by the Director for purposes of ingress, egress and servicing said concessions.

L. No performance, exhibition or entertainment shall be given or held on the demised premises which shall be objected to by Landlord.

M. Tenant shall provide at its own expense all porters and matrons for toilet areas to keep same in an exceptionally clean and sanitary condition and shall also provide at its own expense all ticket sellers, ticket takers, ushers, crowd directors and any security service required at the direction of the Director.

N. Any and all matters not herein expressly provided for shall be at the discretion of the Director.

In Witness Whereof, the parties herein expressly caused this instrument to be signed in triplicate under their respective seals on the day and year first above written.

[Signature forms and Exhibit omitted]

*Section 2.* This ordinance shall be in force and effect from and after its passage.

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*(November 8, 1969 through November 14, 1969)*

Be It Ordained by the City Council of the City of Chicago:

*Section 1.* That the Port Director and the City Comptroller, subject to approval as to form and legality of the Corporation Counsel are authorized to execute in behalf of the City of Chicago an agreement with Style Exhibitors, Inc., 222 West Adams Street, Chicago, Illinois 60606, said agreement to be in substantially the following form:

This Agreement made this 28th day of April A.D. 1969, between the City of Chicago, a municipal corporation of the State of Illinois, hereinafter called "Landlord" and Style Exhibitors, Inc., 222 West Adams Street, Chicago, Illinois 60606, a corporation organized and existing by virtue of the laws of the State of Illinois, hereinafter called "Tenant".

WITNESSETH:

That Landlord, for and in consideration of the terms and conditions, both general and special, hereinafter contained and made on the part of Tenant, does hereby grant to Tenant for use only by Tenant, the privileges hereinafter described on premises at Navy Pier, foot of Grand Avenue, Chicago, Illinois 60611, hereinafter called "Pier", a plat of said Pier being attached hereto.

This Agreement shall consist of three parts:

Part I—General Conditions
Part II—Special Conditions numbered 1 to 5
Part III—Exhibits and Attachments

All constituting the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences, shall be implied or impressed upon such agreement that are not set forth herein at length.

[Part 1—General Conditions attached to this ordinance is common to "Part I—General Conditions" printed on pages 5491-5494 of the Journal of Proceedings of May 14, 1969]

PART II—SPECIAL CONDITIONS

1. *Premises*

Landlord leases to Tenant the following areas of Navy Pier, Chicago, Illinois 60611, and areas known as "lean-to-areas" that may be available for storage purposes (without additional cost) that are immediately adjacent and adjoining the leased area, all as appears on the attached Exhibit:

| | |
|---|---|
| 60,720 sq. ft. | North Hall |
| 54,120 sq. ft. | South Hall |
| 7,000 sq. ft. | West Hall |
| 121,840 sq. ft. | Total-Gross |

2. *Purpose*

Tenant shall use the demised premises for the purpose of staging Trade Show featuring Women's Fashions from November 9 through November 13, 1969 and for no other purpose whatsoever.

3. *Term*

The term of this Agreement shall begin on the 8th day of November, 1969, at 12:01 A.M. and shall terminate on the 14th day of November, 1969, at 12:00 midnight.

4. *Rental*

Tenant shall pay Landlord as rent for the demised premises at the rate of 10¢ per square foot for the entire period of occupancy the total sum of Twelve Thousand One Hundred Eighty-four and no/100 dollars ($12,184.00), payable as follows:

A. $1,000.00 upon the execution of this Agreement by Tenant, and

B. the balance on or before the 30th day prior to the first day of the term hereof, said rental payments to be made by certified check at the office of the Port Director, Navy Pier, Chicago, Illinois 60611.

5. *Operations*

A. Tenant shall deposit with the Director on or before the 30th day prior to the first day of the term hereof a certified check in the sum of $4,000.00 as a deposit on account of utilities and services furnished by Landlord and to be paid by Tenant.

B. No alcoholic beverages of any kind shall be sold, given away or used in the demised premises.

C. Unless consent in writing from the Director is first received, Tenant shall not operate or put up any engine, motor or machinery on the demised premises or use oils, burning fluids, camphene, kerosene, naptha or gasoline for either mechanical or other purposes, or any other agent other than electricity for illuminating the demised premises.

D. No portion of the sidewalks, entries, passageways, vestibules, halls or stairways, or access to public utilities of said building shall be obstructed by Tenant or used for any other purpose other than for ingress and egress from the demised promises. The doors, skylights, stairways or openings that reflect or admit light into any place in the building, including hallways, corridors and passageways, radiators and house lighting appurtenances shall not be covered or obstructed by Tenant. The water closets or other water apparatus shall not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, papers or other substances shall be thrown therein. Tenant will permit no chair or movable seat to be or remain in the passageways and will keep said passageways clear at all times.

E. If said premises or any portion of said building thereof including any and all utilities shall be damaged by the act, default or negligence of the Tenant, or of Tenant's agents, employees, patrons, guests, or any person admitted to said premises by tenant, Tenant shall pay to Landlord upon demand such sum as shall be necessary to restore said premises to their present condition. Tenant hereby assumes full responsibility for the acts and conduct of all persons admitted to said premises or any portion of said building by the consent of the Tenant or by or with the consent of any person acting for or in behalf of said Tenant, and said Tenant agrees to have on hand at all times, at its own expense, such security force as is deemed necessary by the Director to maintain order and to protect persons and property.

F. It shall be the sole responsibility and authority of the Fire Commissioner of the City of Chicago in determining the total number of persons to be admitted at any and all times to Navy Pier, or any part or section thereof, and his decision, or that of his authorized representative shall be final.

G. Landlord shall have the exclusive right to collect and have custody of articles left in the building by persons attending any performance, exhibition or entertainment given or held in the demised premises, and Tenant, or any persons in Tenant's employ, shall not collect nor interfere with the collection or custody of such articles.

H. Landlord reserves the right to eject any objectionable person or persons from said building, and upon the exercise of this right by the Director, his representatives, agents or policemen, the Tenant hereby waives any right and all claims for damages against the City of Chicago and its employees and agents.

I. Designated staff members of the City of Chicago may enter the building and all of the demised premises at any time and on any occasion.

J. Tenant shall not transmit a description of any portion of its operation by means of radio broadcasting or television without first having received written permission from the Director.

K. Landlord reserves the exculsive right to enter into contracts with concessionaires for the operation of any and all concessions in or about the building known as Navy Pier, and further reserves the right to place and locate these concessionaires wherever Landlord deems necessary, be they in the premises herein demised or elsewhere in and about the said building. Tenant is expressly forbidden from entering into its own concession agreements for any product or service, and herewith agrees that it shall make available to the Landlord's concessionaires whatever space is deemed necessary by the Director for purposes of ingress, egress and servicing said concessions.

L. No performance, exhibition or entertainment shall be given or held on the demised premises which shall be objected to by Landlord.

M. Tenant shall provide at its own expense all porters and matrons for toilet areas to keep same in an exceptionally clean and sanitary condition and shall also provide at its own expense all ticket sellers, ticket takers, ushers, crowd directors and any security service required at the direction of the Director.

N. Any and all matters not herein expressly provided for shall be at the discretion of the Director.

In Witness Whereof, the parties hereto have caused this instrument to be signed in triplicate under their respective seals on the day and year first above written.

[Signature forms and Exhibit omitted]

*Section 2.* This ordinance shall be in force and effect from and after its passage.

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### *Action Deferred*—ON PROPOSED ORDINANCE FOR ACQUISITION OF STEARNS QUARRY AS DEPOSITARY FOR INCINERATOR MATERIALS, ETC.

The Committee on Finance submitted the following report, which was, at the request of two aldermen present (Alderman Despres and Alderman Simon) *Deferred* and ordered published:

CHICAGO, June 23, 1969.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred a communication dated May 28, 1969, from the Office of the Mayor transmitting an ordinance authorizing the acquisition of a site known as the Stearns Quarry to be used for depositing the residue from incinerators and other compacted inert materials, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by 34 members of the committee, with no dissenting vote.

Repectfully submitted,
(Signed) THOMAS E. KEANE,
*Chairman.*

The following is the proposed ordinance transmitted with the foregoing committee report:

Be It Ordained by the City Council of the City of Chicago:

*Section 1.* It is hereby determined and declared that it is useful, desirable and necessary to the City of Chicago that the City of Chicago acquire the following property to be used as a depositary for incinerator materials, packaged waste and compacted inert materials, legally described as follows:

That part of Lot Five (5) in Block Twenty-four (24) in Canal Trustees' Subdivision of the Blocks in South Fractional Half (S. Fract'l. ½) of Section Twenty-nine (29), Township Thirty-nine (39) North, Range Fourteen (14) East of the Third Principal Meridian, lying Northwesterly of center line of Healy's Slough and Southerly of the Southerly lines of Lots Eighteen (18) to Twenty-one (21) in Hoey's Subdivision of Lots Four (4) and Five (5) in Block Twenty-four (24) in said Canal Trustees' Subdivision;

also

Lots Ten (10), Eleven (11) and Twelve (12), except that part of Lot Ten (10) taken for the widening of Poplar Street, also that part of old Quarry Street Sixty-Six (66) feet in width Westerly and adjoining the Westerly line of said Lot Twelve (12) and Southerly of the North line of said Lot extended West, all in Block Twenty-four (24) of Canal Trustees' Subdivision aforementioned;

also

Lot Thirteen and One-half (13½) in (Marcus C. Stearn's) Subdivision of Lot Thirteen (13) and part of Wrong Street (vacated) in Block Twenty-four (24) of Canal Trustees' Subdivision aforementioned;

also

Lot B in the Subdivision of Lot Four (4) and part of Lot Five (5) in Block Twenty-four (24) of Canal Trustees' Subdivision aforementioned (except that part of Lot B aforesaid taken for the opening of Poplar Street).

*Section 2.* The Corporation Counsel is authorized and directed to negotiate with the owner or owners for purchase of the property described above. In case the Corporation Counsel is able to agree with the owner or owners of said property upon the purchase price thereof, he is authorized to purchase said property subject to the approval of the City Council.

*Section 3.* In case of the inability of the Corporation Counsel to agree with the owner or owners of said property upon the purchase price thereof, or in case the owner or owners, or any of them, are incapable of consenting to the sale thereof, or in case the name or residence of said owner or owners are unknown, or they are non-residents of the State of Illinois, then the Corporation Counsel shall institute and prosecute condemnation proceedings in the name of and on behalf of the City of Chicago for the purpose of acquiring title to said property under the City's right to eminent domain and said property is hereby declared to be useful, advantageous, desirable and necessary to the City of Chicago for the use and purposes set forth above.

*Section 4.* This ordinance shall take effect and be in full force from and after its passage.

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### *Placed on File*—MISCELLANEOUS MATTERS.

The Committee on Finance submitted reports recommending that the City Council *Place on File* miscellaneous documents transmitted therewith. On motion of Alderman Keane the committee's recommendations were *Concurred In.*

The following is a summary of said documents:

A communication from the Chicago Federation of Aged and Adult Charities transmitting a report of the May 9, 1969, Tag Day;

A communication from the Department of Public Works dated June 5, 1969, transmitting Monthly Progress Report No. 264 for the month ending April 30, 1969, showing progress of construction on Sewer Bond Issue Projects;

Four communications from the Municipal Tuberculosis Sanitarium transmitting the financial statements for the months of December, 1968, January, February and March, 1969.

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### *Disallowed*—SUNDRY CLAIMS FOR PAYMENT OF DAMAGES, REFUNDS, ETC. *(Adverse Committee Recommendations).*

The Committee on Finance submitted a report recommending that the City Council *Disallow* certain miscellaneous claims. On motion of Alderman Keane the committee's recommendations were *Concurred In.*

The following is a summary of said claims, which were referred to the committee on the respective dates noted in parentheses:

*Compensation for Vehicle Damage, etc.:*

(October 31, 1968) Albert J. Klein;
(November 3, 1968) Ted Pawlisz;
(October 14, 1968) Fecundo Garza;
(January 30, 1969) Larry Cohen;
(December 20, 1968) Frederick Harrington;
(September 8, 1968) State Farm Ins. & A. Bonnie Makert;
(November 4, 1968) Horace Mann Ins. Group & Benjamin Smith;
(January 28, 1969) Marvin D. Hoy;
(January 28, 1969) Oran Hoy c/o Allstate Ins.;
(January 19, 1969) Laurence L. Sloss;
(March 14, 1969) Frank Goetz;
(February 11, 1969) Allstate Ins. & Lamorne Threet;
(December 2, 1967) Darrell McKenna;
(January 12, 1969) State Farm Ins. & Sam Sorkin;
(August 3, 1968) Volkswagen Ins. Co. & Anthony D. Rogers;
(February 17, 1969) Welding Industrial Supply Co., Inc.;
(January 21, 1969) State Farm Ins. & Joseph Buitenwerf;
(March 12, 1969) Motors Ins. Corp. & Herbert Bruce;
(December 5, 1968) Pamela L. Fanning;
(January, 1969) Carlton J. Ellis & Eugene W. Ellis;
(February 10, 1969) Pablo LaBoy c/o Lapping, Niederman & Facktor;
(December 12, 1967) State Farm Ins. & William Kluth;
(April 15, 1969) Jim Robinson;
(April 21, 1969) Thomas A. Kotek;
(May 20, 1969) William L. Sharpe;
(December 14, 1968) The Travelers Ins. Co. & Robert Caughey;
(October 7, 1968) Fireman's Fund & Ronald F. & E. Schuetz;
(April 6, 1969) Rifugio Castaneda;
(April 12, 1969) Mark Randall Jr.;
(November 11, 1968) Allstate Ins. & Howard A. Lee.

*Compensation for Personal Injuries:*

(August 11, 1967) Alice Ondra;
(September 11, 1968) Marie I. Majewski;
(May 29, 1968) Eva F. Miller;
(October 22, 1968) Joseph Wijas;
(October 20, 1968) Eula Nelson;
(March 24, 1969) Miss Marcia Matys;
(April 8, 1969) Sophia Glenn c/o Amy M. Green.

*Compensation for Property Damage:*

(March 25, 1969) General Services Administration;
(February 11, 1967) Frank Morreale;
(April 12, 1969) Amerisam Co. Inc. c/o Roy Levine;
(May 14, 1969) Mrs. Ann Vapinek;
(October 28, 1967) William L. Wolfson.

*Compensation for Refunds:*

(May, 1969) Robert Reeves;
(December 31, 1969) Estate of Jack Barth c/o Newton, Wilhelm, Kenny & Pusateri;
(March 17, 1969) St. Lucy Church.

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## COMMITTEE ON BUILDINGS AND ZONING.

### *Action Deferred*—ON PROPOSED ORDINANCES FOR AMENDMENT OF CHICAGO ZONING ORDINANCE TO RECLASSIFY PARTICULAR AREAS.

The Committee on Buildings and Zoning submitted the following report, which was, on motion of Alderman Metcalfe, *Deferred* and ordered published:

CHICAGO, June 20, 1969.

*To the President and Members of the City Council:*

Your Committee on Buildings and Zoning begs leave to recommend that Your Honorable Body pass the proposed ordinances transmitted herewith (referred to Your Committee on March 14, April 9, April 25 and May 28, 1969) to amend the Chicago Zoning Ordinance for the purpose of reclassifying particular areas, as follows:

To classify as a B4-5 Restricted Service District instead of a B3-5 General Retail District the area bounded by

a line 142 feet north of W. Grace Street; N. Broadway; W. Grace Street; and a line 268 feet west of N. Broadway (Map No. 9-G);

To classify as a B4-5 Restricted Service District instead of a B3-4 General Retail District and a B4-4 Restricted Service District the area bounded by

W. Sheridan Road; N. Broadway; a line 142 feet north of W. Grace Street; a line 266 feet west of N. Broadway; a line 200 feet north of W. Grace Street; the west line of the alley next east of and parallel to N. Fremont Street; a line 128 feet south of W. Sheridan Road; and a line 229 feet east of N. Fremont Street (Map No. 9-G);

To classify as a C1-1 Restricted Commercial District instead of an R3 General Residence District the area bounded by

a line 154 feet north of W. Melrose Street; N. California Avenue; the alley next north of and parallel to W. Belmont Avenue; the alley next northeast of and parallel to N. Elston Avenue; W. Melrose Street; the alley next west of and parallel to N. California Avenue; the alley next north of and parallel to W. Melrose Street; and the alley next west of and parallel to N. California Avenue (Map No. 9-I);

To classify as an R4 General Residence District instead of an R3 General Residence District the area bounded by

W. Byron Street; a line 150 feet east of N. Lamon Avenue; the alley next south of and parallel to W. Byron Street; and N. Lamon Avenue (Map No. 9-L);

To classify as a Residential Planned Development instead of an R7 General Residence District and a B4-4 Restricted Service District the area bounded by

a line 600 feet south of W. Bryn Mawr Avenue; the west boundary line of Lincoln Park; W. Berwyn Avenue; and N. Sheridan Road (Map No. 13-G);

To classify as a B4-3 Restricted Service District instead of an M1-2 Restricted Manufacturing District the area bounded by

E. 63rd Street; a line 129.5 feet east of the east line of S. Prairie Avenue; a line drawn from a point 290 feet south of E. 63rd Street and 129.5 feet east of the east line of S. Prairie Avenue to a point 559 feet south of E. 63rd Street and 73.12 feet east of the east line of S. Prairie Avenue; a line 559 feet south of E. 63rd Street; a line 47.74 feet east of the east line of S. Prairie Avenue; a line 909 feet south of E. 63rd Street; and the east line of S. Prairie Avenue (Map No. 16-E);

To classify as a C1-1 Restricted Commercial District instead of a B4-1 Restricted Service District the area bounded by

E. 134th Street; a line 1308 feet east of S. Avenue K; a line 125 feet south of E. 134th Street; and a line 1108 feet east of S. Avenue K (Map No. 32-A).

These recommendations were concurred in by 10 members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) RALPH H. METCALFE,
*Chairman.*

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### *Action Deferred*—ON PROPOSED ORDER FOR ISSUANCE OF PERMIT FOR ERECTION OF ILLUMINATED SIGN.

The Committee on Buildings and Zoning submitted the following report, which was, on motion of Alderman Metcalfe, *Deferred* and ordered published:

CHICAGO, June 20, 1969.

*To the President and Members of the City Council:*

Your Committee on Buildings and Zoning begs leave to recommend that Your Honorable Body pass the proposed order transmitted herewith (referred to Your Committee on May 28, 1969) directing the issuance of a permit for the erection and maintenance of an illuminated sign, as follows:

| *Permittee* | *Location* | *Dimensions* |
|---|---|---|
| Quality Interiors (Arrow Sign Company) | N. 3125 N. Central Avenue | 122 square feet |

This recommendation was concurred in by 10 members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) RALPH H. METCALFE,
*Chairman.*

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### *Action Deferred*—ON PROPOSED ORDINANCES FOR AMENDMENT OF CHICAGO ZONING ORDINANCE TO RECLASSIFY PARTICULAR AREAS *(Adverse Committee Recommendations).*

The Committee on Buildings and Zoning submitted the following report, which was, on motion of Alderman Metcalfe, *Deferred* and ordered published:

CHICAGO, June 20, 1969.

*To the President and Members of the City Council:*

Your Committee on Buildings and Zoning begs leave to recommend that Your Honorable Body *DO NOT PASS* the proposed ordinances transmitted herewith (referred on April 17, May 14 and May 28, 1969) to amend the Chicago Zoning Ordinance for the purpose of reclassifying particular areas as follows:

To classify as a C2-1 General Commercial District instead of a C1-1 Restricted Commercial District the area bounded by

W. Wilson Avenue; the alley next east of and parallel to N. Pulaski Road; W. Sunnyside Avenue; and N. Pulaski Road (Map No. 11-J);

To classify as a B4-1 Restricted Service District instead of an R4 General Residence District the area bounded by

the alley next north of and parallel to W. Montrose Avenue; N. Mobile Avenue; W. Montrose Avenue; and a line 182.8 feet west of N. Mobile Avenue (Map No. 11-M);

To classify as a C1-1 Restricted Commercial District instead of a B4-1 Restricted Service District the area bounded by

W. Cuyler Avenue; the alley next east of and parallel to N. Narragansett Avenue; the alley next south of and parallel to W. Cuyler Avenue; and N. Narragansett Avenue (Map No. 11-M);

To classify as a B4-2 Restricted Service District instead of an R3 General Residence District the area bounded by

the alley next south of and parallel to E. 106th Street; the alley next east of and parallel to S. Ewing Avenue; a line 100 feet south of the alley next south of and parallel to E. 106th Street; and S. Ewing Avenue (Map No. 26-A);

To classify as an M2-1 General Manufacturing District instead of an R2 Single Family Residence District the area bounded by

a line 436 feet north of E. 104th Street; S. Commercial Avenue; a line 321 feet north of E. 104th Street; and the alley next west of and parallel to S. Commercial Avenue (Map No. 26-B).

These recommendations were concurred in by 10 members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) Ralph H. Metcalfe,
*Chairman.*

## COMMITTEE ON COMMITTEES AND RULES.

### Alderman Singer Assigned to Membership on Standing Committees.

The Committee on Committees and Rules submitted the following report:

Chicago, June 23, 1969.

*To the President and Members of the City Council:*

Your Committee on Committees and Rules begs leave to recommend that Your Honorable Body adopt the proposed resolution transmitted herewith, amending the Resolution adopted on April 21, 1967, pages 19-20 of the Journal of the Proceedings of said date, as amended, assigning Aldermen to membership on Standing Committees.

Respectfully submitted,

(Signed) Harry L. Sain,
*Chairman.*

On motion of Alderman Sain the proposed resolution transmitted with the foregoing committee report was *Adopted,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Laurino, Scholl, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—41.

*Nays*—None.

The following is said resolution as adopted:

*Resolved,* That the Resolution assigning Aldermen, Chairmen, Vice-Chairmen and membership of Standing Committees of the Chicago City Council, adopted on April 21, 1967, and appearing in the Journal of the Proceedings of the City Council on said date, commencing on Page 19, as amended, be further amended in the following respects:

Cultural and Economic Development.

By adding thereto the name "Singer".

Judiciary.

By adding thereto the name "Singer".

Police, Fire, Civil Service, Schools and Municipal Institutions.

By adding thereto the name "Singer".

## COMMITTEE ON LOCAL INDUSTRIES, STREETS AND ALLEYS.

### Portion of Un-named Public Street Lying South of W. 82nd St. between S. Western and S. Campbell Aves. Named "W. 82nd Pl."

The Committee on Local Industries, Streets and Alleys submitted the following report:

Chicago, June 18, 1969.

*To the President and Members of the City Council:*

Your Committee on Local Industries, Streets and Alleys, to which was referred (on May 28, 1969) a proposed ordinance to name all of the un-named public street lying south and southerly of and adjoining the right of way of the Baltimore and Ohio Chicago Terminal Railroad immediately south of W. 82nd Street between S. Western Avenue and S. Campbell Avenue "W. 82nd Place", begs leave to recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by 8 members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) Harry L. Sain,
*Chairman.*

On motion of Alderman Sain the proposed ordinance transmitted with the foregoing committee report was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Laurino, Scholl, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—41.

*Nays*—None.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

Section 1. That all of the un-named public street lying south and southerly of and adjoining the right of way of the Baltimore and Ohio Chicago Terminal Railroad immediately south of W. 82nd Street, between S. Western Avenue and S. Campbell Avenue, be and the same is hereby named "W. 82nd Place".

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

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### Grants Made of Privileges in Public Ways.

The Committee on Local Industries, Streets and Alleys, to which had been referred (on April 17, May 14 and 28, 1969), thirteen proposed ordinances for grants of privileges in public ways, submitted a report recommending that the City Council pass said proposed ordinances (transmitted therewith).

On separate motions made by Alderman Sain *each* of the said proposed ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Laurino, Scholl, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—41.

*Nays*—None.

*Each of the said thirteen ordinances contains Sections 3, 4, 5 and 6, which are identical with Sections 3, 4, 5 and 6 respectively of the "Standard Special Provisions" printed on pages 5243-5244 of the Journal of the Proceedings of April 9, 1969.* Sections 1 and 2 of the said ordinances read respectively as follows (the Italic heading in each case not being a part of the ordinance):

#### *Grant to American Medical Association.*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. Permission and authority hereby are given and granted to American Medical Association, a corporation, its successors and assigns, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a sidewalk vault on the north side of W. Grand Avenue adjoining the northeast corner of N. Dearborn Street, and extending under the roadway of W. Grand Avenue for a distance of eighteen (18) feet. Said vault not exceeding one hundred fifty-seven (157) feet in length, outside dimensions; for a period of ten (10) years from and after May 3, 1969.

The location of said vault shall be as shown on print hereto attached, which by reference is made a part of this ordinance. Said vault shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. The grantee shall keep that portion of the public way over said vault in good condition and repair, safe for public travel over the same, and free from snow, ice and dirt, to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of four hundred twenty-three and 90/100 dollars ($423.90) per annum, in advance, the first payment to be made as of May 3, 1969, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof before the structures and appliances herein authorized are removed and the public way is restored as herein required.

#### *Grant to Chicago, Milwaukee, St. Paul and Pacific Railroad Co.*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. Permission and authority hereby are given and granted to Chicago, Milwaukee, St. Paul and Pacific Railroad Company, a corporation, its successors and assigns, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a railroad switch track in N. North Branch Street easterly of the easterly line of W. Bliss Street, connecting with the existing railroad track on the westerly line of N. North Branch Street at a point one hundred twenty-five (125) feet southeasterly of the southerly line of W. Bliss Street, thence running northwesterly on and across the westerly side of N. North Branch Street a distance of one hundred (100) feet to the westerly line of N. North Branch Street westerly of the southern line of W. Bliss Street; for a period of twenty (20) years from and after June 14, 1969.

The location of said railroad switch track shall be as shown in red on print hereto attached, which by reference is made a part of this ordinance. Said railroad switch track shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. The grantee shall keep that portion of the public way occupied by said railroad switch track in good condition and repair, safe for public travel and free from snow, ice and dirt, to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of three hundred and no/100 dollars ($300.00) per annum, in advance, the first payment to be made as of June 14, 1969, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof before the structures and appliances herein authorized are removed and the public way is restored as herein required.

#### *Grant to Chicago, Rock Island and Pacific Railroad Co.*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. Permission and authority hereby are given and granted to the Chicago, Rock Island and Pacific Railroad Company, a corporation, its successors and assigns, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed three (3) railroad switch tracks at the following locations:

A railroad switch track at street grade beginning at a point in the north line of E. 105th Street one hundred thirty-five (135) feet west of the east line of vacated S. Marquette Avenue and continuing in a southeasterly direction to the south line of E. 105th Street at a point twenty (20) feet west of the east line of vacated S. Marquette Avenue. Also a railroad switch track at street grade beginning at a point nine and eight one hundredths (9.8) feet east of the west line of vacated S. Manistee Avenue, thence continuing in a northeasterly direction thirty-two and five one hundredths (32.5) feet east of said west line extended to the right of way of the Penn Central Railroad. Also the encroachment of a sidetrack in E. 105th Street beginning at a point in the south line of E. 105th Street one hundred forty (140) feet west of the east line of vacated S. Marquette Avenue, thence west along the south line of E. 105th Street five (5) feet, thence north at right angles to the westerly right-of-way line of said Railroad Company, thence southeasterly along said westerly right-of-way line to the point of beginning; for a period of twenty (20) years from and after February 15, 1969.

The location of said railroad switch tracks shall be as shown in red on print hereto attached, which by reference is made a part of this ordinance. Said railroad switch tracks shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. The grantee shall keep that portion of the public way occupied by said railroad switch tracks in good condition and repair, safe for public travel and free from snow, ice and dirt, to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of four hundred and no/100 dollars ($400.00) per annum, in advance, the first payment to be made as of February 15, 1969, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof before the structures and appliances herein authorized are removed and the public way is restored as herein required.

### *Grant to Chicago Tribune Building Corporation (Three Water Pipes).*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority hereby are given and granted to Chicago Tribune Building Corporation, a corporation, its successors and assigns, upon the terms and subject to the conditions of this ordinance, to maintain and use as now installed two (2) sixteen-inch iron water pipes and one (1) eighteen-inch iron water pipe, used for the taking from and returning of water to the Chicago River under and across E. North Water Street fifty-seven (57) feet six (6) inches east of the east line of N. Michigan Avenue, thence southeasterly through private property to the Chicago River; for a period of ten (10) years from and after September 15, 1969.

The location of said water pipes shall be as shown on print hereto attached, which by reference is made a part of this ordinance. Said water pipes shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. The grantee shall keep that portion of the public way over said water pipes in good condition and repair and safe for public travel, to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of three hundred and no/100 dollars ($300.00) per annum, in advance, the first payment to be made as of September 15, 1969, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof before the structures and appliances herein authorized are removed and the public way is restored as herein required.

### *Grant to Chicago Tribune Building Corporation (Elevated Upper-Level Sidewalk).*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority hereby are given and granted to Chicago Tribune Building Corporation, a corporation, its successors and assigns, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed an elevated upper-level sidewalk on the south side of E. Illinois Street from the east line of N. Michigan Avenue east a distance of three hundred one (301) feet, used in connection with the building known as Tribune Square. Said elevated upper-level sidewalk not exceeding fourteen (14) feet in width and not less than twelve (12) feet above street grade, and is constructed so as to conform with the construction and railing used on the upper-level sidewalk of the N. Michigan Avenue Improvement; for a period of ten (10) years from and after June 25, 1969.

The location of said elevated upper-level sidewalk shall be as shown on print hereto attached, which by reference is made a part of this ordinance. Said elevated upper-level sidewalk shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. The grantee shall keep said elevated upper-level sidewalk and that portion of the public way adjacent thereto in good condition and repair, safe for public travel and free from snow, ice and dirt, to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of three hundred twenty-six and no/100 dollars ($326.00) per annum, in advance, the first payment to be made as of June 25, 1969, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof before the structures and appliances herein authorized are removed and the public way is restored as herein required.

### *Grant to Chicago, West Pullman and Southern Railroad Co.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority hereby are given and granted to Chicago, West Pullman and Southern Railroad Company, a corporation, its successors and assigns, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a railroad switch track at street grade on and across E. 104th Street two hundred eighty-one (281) feet east of the east line of S. Torrence Avenue; for a period of twenty (20) years from and after February 15, 1969.

The location of said railroad switch track shall be as shown in red on print hereto attached, which by reference is made a part of this ordinance. Said railroad switch track shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. The grantee shall keep that portion of the public way occupied by said railroad switch track in good condition and repair, safe for public travel and free from snow, ice and dirt, to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of three hundred and no/100 dollars ($300.00) per annum, in advance, the first payment to be made as of February 15, 1969, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof before the structures and appliances herein authorized are removed and the public way is restored as herein required.

### *Grant to Harris Trust and Savings Bank.*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. Permission and authority hereby are given and granted to Harris Trust and Savings Bank, a corporation, its successors and assigns, upon the terms and subject to the conditions of this ordinance, to excavate for, construct, maintain and use a vault under the sidewalk on the west side of S. Franklin Street adjoining the premises known as Nos. 100-116 S. Franklin Street. Said vault shall not exceed two hundred (200) feet in length twelve (12) feet six (6) inches in width nor fourteen (14) feet in depth, to be used for storage purposes; for a period of ten (10) years from and after the date of passage of this ordinance.

The location of said sidewalk vault shall be as shown on print hereto attached, which by reference is made a part of this ordinance. Said sidewalk vault shall be constructed under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation, and shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. The grantee shall keep that portion of the public way over said sidewalk vault in good condition and repair, safe for public travel and free from snow, ice and dirt, to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of six hundred forty-seven and no/100 dollars ($647.00) per annum, in advance, the first payment to be made as of the date of passage of this ordinance, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof before the structures and appliances herein authorized are removed and the public way is restored as herein required.

### *Grant to Herman H. Hettler Lumber Co.*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. Permission and authority hereby are given and granted to Herman H. Hettler Lumber Co., a corporation, its successors and assigns, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a railroad switch track at street grade across N. Elston Avenue at a point five hundred seventy-five (575) feet northwesterly of the northwesterly line of N. Leavitt Street; for a period of twenty (20) years from and after May 24, 1969.

The location of said railroad switch track shall be as shown in red on print hereto attached, which by reference is made a part of this ordinance. Said railroad switch track shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. The grantee shall keep that portion of the public way occupied by said railroad switch track in good condition and repair, safe for public travel and free from snow, ice and dirt, to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of three hundred and no/100 dollars ($300.00) per annum, in advance, the first payment to be made as of May 24, 1969, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof before the structures and appliances herein authorized are removed and the public way is restored as herein required.

### *Grant to Lissner Corporation.*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. Permission and authority hereby are given and granted to Lissner Corporation, a corporation, its successors and assigns, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a railroad switch track on the southerly side of N. North Branch Street connecting with the existing track at a point two hundred thirty (230) feet southeasterly of the easterly line of W. Bliss Street, thence running in a northwesterly direction along the southerly side of N. North Branch Street a distance of one hundred thirty-seven (137) feet to a point on the southerly line of N. Branch Street one hundred (100) feet southeasterly of the easterly line of W. Bliss Street; for a period of twenty (20) years from and after June 14, 1969.

The location of said railroad switch track shall be as shown in yellow on print hereto attached, which by reference is made a part of this ordinance. Said railroad switch track shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. The grantee shall keep that portion of the public way occupied by said railroad switch track in good condition and repair, safe for public travel and free from snow, ice and dirt, to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges

herein granted the sum of three hundred two and 50/100 dollars ($302.50) per annum, in advance, the first payment to be made as of June 14, 1969, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof before the structures and appliances herein authorized are removed and the public way is restored as herein required.

### *Grant to Norwegian-American Hospital, Inc.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority hereby are given and granted to Norwegian-American Hospital, Inc., a corporation, its successors and assigns, upon the terms and subject to the conditions of this ordinance, to excavate for, install, maintain and use three (3) electrical conduits; one being one-inch in diameter and two being three-quarters of an inch in diameter, also, to install one (1) oxygen pipe line one and one-half inches in diameter under and across N. Richmond Street from the northwest corner of the premises known as No. 1044 N. Richmond Street to the premises known as No. 1039 N. Richmond Street, to be used for the transmission of oxygen; for a period of ten (10) years from and after the date of passage of this ordinance.

The location of said conduits and oxygen pipe line shall be as shown on print hereto attached, which by reference is made a part of this ordinance. Said conduits and oxygen pipe line shall be installed under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation, and shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. The grantee shall keep that portion of the public way over said conduits and oxygen pipe line in good condition and repair and safe for public travel, to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of ........................................ dollars ($...........) per annum, in advance, the first payment to be made as of the date of passage of this ordinance, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof before the structures and appliances herein authorized are removed and the public way is restored as herein required.

### *Grant to 100 North La Salle Associates.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority hereby are given and granted to 100 North La Salle Associates, an Illinois Limited Partnership, their heirs, executors and assigns, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a pipe tunnel six (6) feet in width and fifteen (15) feet in depth, under the ten-foot public alley west of N. La Salle Street running north from W. Washington Street twenty-six (26) feet. Also, to maintain and use as now constructed an existing ventilating air duct and an existing twenty-eight (28) inch steel smoke stack over the said ten-foot public alley; for a period of ten (10) years from and after June 14, 1969.

The location of said privileges shall be as shown on print hereto attached, which by reference is made a part of this ordinance. Said pipe tunnel-ventilating air duct and smoke stack shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. The grantee shall keep that portion of the public way over said pipe tunnel and under said ventilating air duct and smoke stack in good condition and repair, safe for public travel and free from snow, ice and dirt, to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of five hundred and no/100 dollars ($500.00) per annum, in advance, the first payment to be made as of June 14, 1969, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof before the structures and appliances herein authorized are removed and the public way is restored as herein required.

### *Grant to The Server Co.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority hereby are given and granted to The Server Company, a corporation, its successors and assigns, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a vault thirty-two (32) feet in length nine (9) feet in width and fifteen (15) feet in depth, inside dimensions, underneath the surface of the north-south twenty-foot public alley west of N. Michigan Avenue from a point sixty-five (65) feet south of E. Lake Street southward a distance of thirty-two (32) feet, used in connection with the premises known as No. 180 N. Michigan Avenue; for a period of ten (10) years from and after January 16, 1968.

The location of said vault shall be as shown on print hereto attached, which by reference is made a part of this ordinance. Said vault shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. The grantee shall keep that portion of the public way over said vault in good condition and repair, safe for public travel and free from snow, ice and dirt, to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of five hundred forty and no/100 dollars ($540.00) per annum, in advance, the first payment to be made as of January 16, 1968, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof before the structures and appliances herein authorized are removed and the public way is restored as herein required.

*Grant to Southport-Armitage, Inc.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority hereby are given and granted to Southport-Armitage, Inc., a corporation, its successors and assigns, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a one-story covered passageway, ten (10) feet in width, over and across W. Armitage Avenue one hundred thirty-six (136) feet west of the west line of N. Southport Avenue; for a period of ten (10) years from and after July 22, 1969.

The location of said covered passageway shall be as shown on print hereto attached, which by reference is made a part of this ordinance. The lowest portion of said covered passageway shall be not less than fourteen (14) feet above the surface of the public way at said location, and shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. The grantee shall keep that portion of the public way under said covered passageway in good condition and repair, safe for public travel, and free from snow, ice and dirt, to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of three hundred and no/100 dollars ($300.00) per annum, in advance, the first payment to be made as of July 22, 1969, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof before the structures and appliances herein authorized are removed and the public way is restored as herein required.

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## Grants of Permission for Maintenance of Certain Street Privileges Rescinded.

The Committee on Local Industries, Streets and Alleys submitted reports recommending that the City Council pass two proposed ordinances transmitted therewith (which were referred to the committee on March 28, 1969) for *repeal* of ordinances which granted privileges in public ways.

On separate motions made by Alderman Sain *each* of the said proposed *repealing* ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Laurino, Scholl, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—41.

*Nays*—None.

Said two *repealing* ordinances, as passed, read respectively as follows (the Italic heading in each case not being a part of the ordinance):

*Repeal of The Chicago Dock and Canal Trust Ordinance.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the ordinance passed by the City Council May 11, 1962, appearing on pages 7106 and 7107 of the Journal of the Proceedings of said date, as amended August 30, 1962, appearing on page 7674 of the Journal of the Proceedings of said date, which granted permission and authority to The Chicago Dock & Canal Trust, to maintain and use a loading platform in the sidewalk space adjoining the premises known as No. 219 E. Illinois Street; be and the same is hereby repealed as of May 11, 1969.

The City Comptroller is hereby authorized to cancel all outstanding Warrants for Collection subsequent to May 10, 1969.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

*Repeal of Wakem & McLaughlin, Incorporated, Ordinance.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the ordinance passed by the City Council April 27, 1960, appearing on page 2432 of the Journal of the Proceedings of said date, which granted permission and authority to Wakem & McLaughlin, Incorporated, to maintain and use a loading platform in the sidewalk space adjoining the premises known as Nos. 225-241 E. Illinois Street; be and the same is hereby repealed as of May 1, 1969.

The City Comptroller is hereby authorized to cancel all outstanding Warrants for Collection subsequent to April 30, 1969.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

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## Supt. of Maps Directed to Approve Plat of Resubdivision.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (which was referred to the committee on May 28, 1969):

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of resubdivision of the property in the area bounded by W. 57th Street, W. 58th Street, the right of way of The Belt Railroad Company of Chicago (being on the line of S. Kenton Avenue) and the first North-South public alley east thereof; as shown on the attached plat, when the necessary certificates are shown on said plat.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

On motion of Alderman Sain the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan,

Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Laurino, Scholl, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—41.

*Nays*—None.

### Part of North-South Public Alleys Vacated in Blocks Bounded by W. Belden, W. Fullerton, N. Seminary and N. Racine Aves.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass a proposed ordinance (which was drafted and submitted in compliance with an order passed on January 17, 1969, page 4909) for the vacation of the south 234 feet, more or less, of the north-south 16-foot public alley west of N. Clifton Avenue and the south 300 feet, more or less, of the north-south 16-foot public alley east of N. Clifton Avenue, all in the blocks bounded by W. Belden, W. Fullerton, N. Seminary and N. Racine Avenues, and a proposed resolution for the opening of two east-west 16-foot alleys at the north terminus of said vacations.

**On motion of Alderman Sain said proposed ordinance was *Passed*, by yeas and nays as follows:**

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Laurino, Scholl, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—41.

*Nays*—None.

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of parts of public alleys described in the following ordinance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That all that part of the North-South Sixteen (16) foot public alley lying East of and adjoining the East line of Lots Nine (9) to Eighteen (18), both inclusive, lying West of and adjoining the West line of Lots Nineteen (19) to Twenty-eight (28), both inclusive, and lying South of and adjoining the South line of the North Sixteen (16) feet of said Lot Nine (9) produced East Sixteen (16) feet, in Block Two (2) in subdivision of the Northwest Quarter (N.W.¼) of Block Eleven in Sheffield's Addition to Chicago in Section Thirty-two (32), Township Forty (40) North, Range Fourteen (14) East of the Third Principal Meridian; also all that part of the North-South Sixteen (16) foot public alley lying West of and adjoining the West line of Lots Thirteen (13) in Twenty-four (24), both inclusive, lying East of and adjoining the East line of Lots Twenty-five (25) to Thirty-six (36), both inclusive, and lying South of and adjoining a line drawn from the Northeast corner of said Lot Thirty-six (36) to the Northwest corner of said Lot Thirteen (13), in Chase and Williams' Subdivision of Block One (1) in Subdivision of the Northwest Quarter (N.W.¼) of Block Eleven (11) in Sheffield's Addition to Chicago aforementioned; said parts of public alleys herein vacated being further described as the South Two Hundred Thirty-four (234) feet, more or less, of the North-South public alley West of N. Clifton Avenue and the South Three Hundred (300) feet, more or less, of the North-South public alley East of N. Clifton Avenue, all in the blocks bounded by W. Belden Avenue, W. Fullerton Avenue, N. Seminary Avenue and N. Racine Avenue, as colored in red and indicated by the words "TO BE VACATED" on the plat hereto attached, which plat for greater certainty is hereby made a part of this ordinance, be and the same are hereby vacated and closed, except for such rights as are reserved to Commonwealth Edison Company and Illinois Bell Telephone Company by Section Two (2) hereof, inasmuch as the same with the exception of the reservations contained in Section Two (2) hereof, are no longer required for public use and the public interest will be subserved by such vacations.

SECTION 2. The City of Chicago hereby reserves for the benefit of Commonwealth Edison Company and Illinois Bell Telephone Company, their respective successors or assigns, easements to operate, maintain, construct, replace and renew overhead poles, wires and associated equipment and underground conduit, cables and associated equipment, for the transmission and distribution of electric energy and telephonic and associated services under, over and along the parts of the two North-South public alleys herein vacated, with the right of ingress and egress.

SECTION 3. The vacations herein provided for are made upon the express condition that within six (6) months after the passage of this ordinance, De Paul University shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the said owner of part of the property abutting said parts of public alleys hereby vacated, the sum of eight thousand eight hundred and no/100 dollars ($8,800.00), which sum in the judgment of this body will be equal to such benefits; the City of Chicago being the owner of the remaining property abutting said parts of public alleys hereby vacated; and further, the City of Chicago shall within six (6) months after the passage of this ordinance file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance.

SECTION 4. This ordinance shall take effect and be in full force and effect from and after its passage and approval, subject however, to the condition of Section Three (3) hereof.

On motion of Alderman Sain the following proposed resolution submitted with the pending committee report was *Adopted*, by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Laurino, Scholl, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—41.

*Nays*—None.

The following is said resolution as adopted:

*Be It Resolved by the City Council of the City of Chicago:*

That the following described property shall be opened for public alley purposes:

The North Sixteen (16) feet of Lot Nine (9) in Block Two (2) in Subdivision of the Northwest Quarter (N.W.¼) of Block Eleven (11) in Sheffield's Addition to Chicago in Section Thirty-two (32), Township Forty (40) North, Range Fourteen (14) East of the Third Principal Meridian; also the South Sixteen (16) feet of Lot Twelve (12) in Chase and Williams' Subdivision of Block One (1) in Subdivision of the Northwest Quarter (N.W.¼) of Block Eleven (11) in Sheffield's Addition to Chicago aforementioned.

*Be It Further Resolved,* That the City of Chicago (Department of Urban Renewal) shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this resolution.

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### Part of East-West Public Alley Vacated in Block Bounded by W. Lake St., Right of Way of C. & N. W. Ry., N. Harding Av. and N. Pulaski Road.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass a proposed ordinance (which was drafted and submitted in compliance with an order passed on June 26, 1968, page 3177) for the vacation of all that part of the easterly-westerly 16-foot public alley lying east of the east line of the north-south public alley extended south, in the block bounded by W. Lake Street, the right of way of the Chicago and North Western Railway, N. Harding Avenue and N. Pulaski Road.

On motion of Alderman Sain said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Laurino, Scholl, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—41.

*Nays*—None.

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public alley described in the following ordinance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That all that part of the Easterly-Westerly Sixteen (16) foot public alley lying Southerly of and adjoining the Southerly line of Lot Twenty-eight (28), lying Northerly of and adjoining the Northerly line of Lots Twenty-nine (29) to Thirty-three (33), both inclusive, and lying Easterly of and adjoining the West line of said Lot Twenty-eight (28) produced South to the Northerly line of said Lot Twenty-nine (29), in E. A. Cummings' Lake Street Addition to Chicago in Section Eleven (11), Township Thirty-nine (39) North, Range Thirteen (13) East of the Third Principal Meridian; said part of public alley herein vacated being further described as all that part of the Easterly-Westerly public alley lying East of the East line of the North-South public alley extended South, in the block bounded by W. Lake Street, the right of way of the Chicago and North Western Railway, N. Harding Avenue and N. Pulaski Road, as colored in red and indicated by the words "To BE VACATED" on the plat hereto attached, which plat for greater certainty is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The vacation herein provided for is made upon the express condition that within ninety (90) days after the passage of this ordinance, La Salle National Bank, Trustee, Trust No. 36293 and Lotto, Inc., shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owners of the property abutting said part of public alley hereby vacated, the sum of five thousand six hundred and no/100 dollars ($5,600.00), which sum in the judgment of this body will be equal to such benefits; and further, shall within ninety (90) days after the passage of this ordinance deposit in the City Treasury of the City of Chicago a sum sufficient to defray all costs of removing paving and curb returns and constructing sidewalk and curb across the entrance to the part of the Easterly-Westerly public alley herein vacated, similar to the sidewalk and curb in N. Harding Avenue between W. Lake Street and the right of way of the Chicago and North Western Railway. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Streets and Sanitation after such investigation as is requisite.

SECTION 3. This ordinance shall take effect and be in force from and after its passage subject to the conditions of Section Two (2) hereof, provided that the said LaSalle National Bank, Trustee, Trust No. 36293 and Lotto, Inc. shall within ninety (90) days after the passage of this ordinance, file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance.

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### Portion of W. 62nd St. and Adjacent Alleys Vacated in Block Bounded by W. 61st St., W. 62nd St., W. 63rd Parkway, S. Sangamon St. and S. Peoria St.; Also Opening of E. and W. Alley North of W. 62nd St.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass a proposed ordinance (which was drafted and submitted in compliance with an order passed on November 15, 1968, page 3809) for the vacation of W. 62nd Street together with part of its intersection with S. Peoria Street, lying between S. Sangamon Street and the northwesterly line of W. 63rd Parkway extended northeasterly to its intersection with the west line of S. Peoria Street extended south 14.33 feet and thence southeasterly 5.42 feet; also all of the north-south 16-foot public alley in the block bounded by W. 62nd Street, W. 63rd Parkway and S. Sangamon Street, and the south 266 1/5 feet, more or less, of the north-south 14-foot public alley in the block bounded by W. 61st Street, W. 62nd

Street, S. Sangamon Street and S. Peoria Street; also a proposed resolution for the opening of an east-west alley at the north terminus of the vacation of the north-south 14-foot alley north of W. 62nd Street.

**On motion of Alderman Sain said proposed ordinance was *Passed,* by yeas and nays as follows:**

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Laurino, Scholl, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—41.

*Nays*—None.

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public streets, public alley and part of public alley described in the following ordinance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That all that part of W. 62nd Street together with its intersection with part of S. Peoria Street lying South of and adjoining the South line of Lots Fifteen (15) and Sixteen (16) and said South line of Lot Fifteen (15) produced West Fourteen (14) feet, in Block One (1) of Uhlich and Hoffman's Subdivision of Lots Five (5) to Ten (10) in Crocker's Subdivision of the West Half (W.½) of the Southeast Quarter (S.E.¼) of the Southeast Quarter (S.E.¼) of Section Seventeen (17), Township Thirty-eight (38) North, Range Fourteen (14) East of the Third Principal Meridian; lying North of and adjoining the North line of Lots One (1) and Forty-eight (48) and said North line of Lot One (1) produced West Sixteen (16) feet, in Block One (1) of Crocker's Resubdivision of the South Half (S.½) of the West Half (W.½) of the Southeast Quarter (S.E.¼) of the Southeast Quarter (S.E.¼) of Section Seventeen (17), Township Thirty-eight (38) North, Range Fourteen (14) East of the Third Principal Meridian; and lying Westerly of and adjoining the following described line: Beginning at the Southeast corner of said Lot Fifteen (15) in Block One (1) of Uhlich and Hoffman's Subdivision aforementioned; thence South along the East line of said Lot produced South, a distance of Fourteen and Thirty-three Hundredths (14.33) feet; thence South Forty-nine degrees, Fifty-eight minutes, Forty-five seconds (49°-58′-45″) East Five and Forty-two Hundredths (5.42) feet to the Northwesterly line of W. 63rd Parkway as extended, said W. 63rd Parkway opened by resolution adopted by the City Council April 9, 1969 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, May 14, 1969 as Document No. 20841282; thence Southwesterly along said Northwesterly line of W. 63rd Parkway as extended to the intersection of the North line of Lot One (1) in Block One (1) of Crocker's Resubdivision aforementioned and the Northwesterly line of said W. 63rd Parkway; also all of the North-South Sixteen (16) foot public alley lying West of and adjoining the West line of Lots One (1) to Five (5), both inclusive, lying East of and adjoining the East line of Lots Forty-four (44) to Forty-eight (48), both inclusive, and lying Northerly of and adjoining a line drawn from a point on the East line of said alley, One Hundred Three and Twenty-six Hundredths (103.26) feet South of the North line of said Lot One (1), as measured along the West line of said Lots One (1) to Five (5), to a point on the West line of said alley, One Hundred Twenty-two, and Twenty-three Hundredths (122.23) feet South of the North line of said Lot Forty-eight (48), as measured along the East line of said Lots Forty-four (44) to Forty-eight (48), all in Block One (1) of Crocker's Resubdivision aforementioned, and all that part of the North-South Fourteen (14) foot public alley lying West of and adjoining the West line of Lots Five (5) to Fifteen (15), both inclusive, lying East of and adjoining the East line of Lots Sixteen (16) to Twenty-six (26), both inclusive, and lying South of and adjoining a line drawn from the Northwest corner of said Lot Five (5) to the Northeast corner of said Lot Twenty-six (26), all in Block One (1) of Uhlich and Hoffman's Subdivision aforementioned, said part of public streets herein vacated being further described as all that part of W. 62nd Street together with part of its intersection with S. Peoria Street lying between S. Sangamon Street and the following described line: Beginning at the Northwest corner of W. 62nd Street and S. Peoria Street; thence South along the West line of said S. Peoria Street produced South, a distance of Fourteen and Thirty-three Hundredths (14.33) feet to its intersection with a line drawn from a point on the North line of said W. 62nd Street, Seventeen and Seven Hundredths (17.07) feet West of the West line of said S. Peoria Street; thence Southeasterly along said described line a distance of Five and Forty-two Hundredths (5.42) feet to its intersection with the Northwesterly line of W. 63rd Parkway as extended; thence Southwesterly along said Northwesterly line of W. 63rd Parkway as extended, a distance of Sixty-five and Seventy Hundredths (65.70) feet to the intersection of the Northwesterly line of W. 63rd Parkway and the South line of W. 62nd Street, and said public alley and part of public alley herein vacated being further described as all of the North-South public alley in the block bounded by W. 62nd Street, W. 63rd Parkway and S. Sangamon Street and the South Two Hundred Sixty-six and One-fifth (266 1/5) feet, more or less, of the North-South public alley in the block bounded by W. 61st Street, W. 62nd Street, S. Peoria Street and S. Sangamon Street, as colored in red and indicated by the words "TO BE VACATED" on the plat hereto attached, which plat for greater certainty is hereby made a part of this ordinance, be and the same are hereby vacated and closed, except for such rights as are reserved to Commonwealth Edison Company by Section Two (2) hereof, inasmuch as the same with the exception of the reservation contained in Section Two (2) hereof, are no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The City of Chicago hereby reserves for the benefit of Commonwealth Edison Company, its successors or assigns, an easement to operate, maintain, construct, replace and renew overhead poles, wires and associated equipment, and underground conduit, cables and associated equipment for the transmission and distribution of electric energy under, over and along all of the public alleys as herein vacated together with that part of W. 62nd Street herein vacated lying within the North-South public alley extended North across said W. 62nd Street, with the right of ingress and egress.

SECTION 3. The vacation herein provided for is made upon the express condition that within six

(6) months after the passage of this ordinance, the City of Chicago shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance.

SECTION 4. This ordinance shall be in full force and effect from and after its passage and approval, subject however, to the condition of Section Three (3) hereof.

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On motion of Alderman Sain the following proposed resolution transmitted with the pending committee report was *Adopted,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Laurino, Scholl, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—41.

*Nays*—None.

The following is said resolution as adopted:

*Be It Resolved by the City Council of the City of Chicago:*

That the following described property shall be opened for use as a public alley:

All of Lot Twenty-seven (27) in Block One (1) of Uhlich and Hoffman's Subdivision of Lots Five (5) to Ten (10), in Crocker's Subdivision of the West Half (W.½) of the Southeast Quarter (S.E.¼) of the Southeast Quarter (S.E.¼) of Section Seventeen (17), Township Thirty-eight (38) North, Range Fourteen (14) East of the Third Principal Meridian.

*Be It Further Resolved,* That the City of Chicago (Department of Urban Renewal) shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this resolution.

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## Triangular-Shaped Part of S. Central Park Av. Vacated.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass a proposed ordinance (which was drafted and submitted in compliance with an order passed on November 15, 1968, page 3808) for the vacation of a triangular-shaped part of S. Central Park Avenue lying north of the westerly extension of the south line of the first east-west public alley south of W. 74th Street, said line being the southerly terminus of S. Central Park Avenue and lying westerly of a line drawn from a point on the westerly extension of the south line of said alley, 6 feet east of the west line of S. Central Park Avenue to a point on the west line of said street, 22 feet north of the westerly extension of the south of said alley.

On motion of Alderman Sain said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Laurino, Scholl, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—41.

*Nays*—None.

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public street described in the following ordinance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That all that part of S. Central Park Avenue lying North of and adjoining the North line of Lot A in National Biscuit Company's Consolidation of parts of the South half (S.½) of the Northeast Quarter (N.E.¼) of Section Twenty-six (26), Township Thirty-eight (38) North, Range Thirteen (13) East of the Third Principal Meridian; lying East of and adjoining the East line of the right of way of the Grand Trunk Western Railroad, said line being identical with the West line of S. Central Park Avenue, and lying Westerly of and adjoining a line drawn from a point on the North line of said Lot A, Six (6) feet East of the East line of said railroad right of way, to a point on the East line of said railroad right of way, Twenty-two (22) feet North of the North line of Lot A in National Biscuit Company's Consolidation aforementioned; said part of public street herein vacated being further described as a triangular shaped part of S. Central Park Avenue lying North of the Westerly extension of the South line of the first East-West public alley South of W. 74th Street, said line being the Southerly terminus of S. Central Park Avenue and lying Westerly of a line drawn from a point on the Westerly extension of the South line of said alley, Six (6) feet East of the West line of said S. Central Park Avenue, to a point on the West line of said street, Twenty-two (22) feet North of the Westerly extension of the South line of said alley, as colored in red and indicated by the words "TO BE VACATED" on the plat hereto attached, which plat for greater certainty is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The vacation herein provided for is made upon the express condition that within ninety (90) days after the passage of this ordinance, National Biscuit Company and Grand Trunk Western Railroad Company shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owners of the property abutting same part of public street hereby vacated, the sum of two hundred fifty and no/100 dollars ($250.00), which sum in the judgment of this body will be equal to such benefits.

SECTION 3. This ordinance shall take effect and be in force from and after its passage subject to the condition of Section Two (2) hereof, provided that the said National Biscuit Company and Grand Trunk Western Railroad Company shall within ninety (90) days after the passage of this ordinance, file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance.

### Part of North-South Public Alley Vacated and Provision Made for Opening Part of Public Alley for Turn-Around Purposes in Block Bounded by E. 109th St., S. Hoxie Av. and S. Torrence Av.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass a proposed ordinance (which was drafted and submitted in compliance with an order passed on October 9, 1968, page 3706) for the vacation of the south 100 feet, more or less, of the north-south 14-foot public alley, also providing for the dedication of part of an alley for turn-around purposes, approximately 27 feet north of said vacation, in the block bounded by E. 109th Street, a line approximately 252.4 feet south of and parallel thereto, S. Hoxie Avenue and S. Torrence Avenue.

On motion of Alderman Sain said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Laurino, Scholl, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—41.

*Nays*—None.

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public alley described in the following ordinance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That all that part of the North-South Fourteen (14) foot public alley lying West of and adjoining the West line of Lots Seven (7) to Ten (10), both inclusive, in Block Twenty-eight (28) of Irondale Subdivision of the East Half (E.½) of Section Thirteen (13), Township Thirty-seven (37) North, Range Fourteen (14) East of the Third Principal Meridian; lying East of and adjoining the East line of Lots Seven (7) to Ten (10), both inclusive, and lying South of and adjoining the North line of said Lot Seven (7) produced East Fourteen (14) feet, in Subdivision of the West One Hundred Eighty-seven and Five-tenths (187.5) feet of the East Three Hundred Twenty-three (323) feet of Block Twenty-eight (28) of Irondale Subdivision aforementioned; said part of public alley herein vacated being further described as the South One Hundred (100) feet, more or less, of the North-South public alley in the block bounded by E. 109th Street, a line approximately Two Hundred Fifty-two and Four-tenths (252.4) feet South of and parallel thereto, S. Hoxie Avenue and S. Torrence Avenue, as colored in red and indicated by the words "TO BE VACATED" on the plat hereto attached, which plat for greater certainty is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The vacation herein provided for is made upon the express condition that within ninety (90) days after the passage of this ordinance, International Harvester Company shall dedicate or cause to be dedicated to the public and open up for public use as part of an alley for turn-around purposes, the West Twenty-five (25) feet of Lot Five (5) in Block Twenty-eight (28) of Irondale Subdivision aforementioned, as colored in yellow and indicated by the words "TO BE DEDICATED" on the aforementioned plat; and further, shall within ninety (90) days after the passage of this ordinance pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said part of public alley hereby vacated, the sum of three thousand two hundred fifty and no/100 dollars ($3,250.00), which sum in the judgment of this body will be equal to such benefits.

SECTION 3. This ordinance shall take effect and be in force from and after its passage subject to the conditions of Section Two (2) hereof, provided that the said International Harvester Company shall within ninety (90) days after the passage of this ordinance, file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with a plat properly executed and acknowledged showing the vacation and dedication herein provided for.

### Northeasterly-Southwesterly Public Alley Vacated and Provision Made for Relocation of Adjacent Public Alley in Block Bounded by S. Marquette Av., E. 92nd St., S. South Chicago Av. and Right of Way of Penn Central Co.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass a proposed ordinance (which was drafted and submitted in compliance with an order passed on October 9, 1968, page 3706) for the vacation of all the northeasterly-southwesterly 20-foot public alley; also providing for the relocation and dedication of a northeasterly-southwesterly 20-foot public alley approximately 105 feet northwest of said vacation, in the block bounded by S. Marquette Avenue, E. 92nd Street, S. South Chicago Avenue and the right of way of the Penn Central Company.

On motion of Alderman Sain said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Laurino, Scholl, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—41.

*Nays*—None.

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of public alley described in the following ordinance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That all of the Northeasterly-Southwesterly Twenty (20) foot public alley dedicated and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, September 8, 1911, Document No. 4826269, being the Northwesterly Twenty (20) feet of Lot Thirty-one (31) in Block Seventy-three (73) of South Chicago, being a Subdivision by the Calumet and Chicago Canal and Dock Company of the East Half (E.½) of the West Half (W.½) and parts of the East Fractional Half (E. Fract'l. ½) of Fractional Section Six (6) North of the Indian Boundary Line, and that part of Fractional Section Six (6) South of the Indian Boundary Line lying North of the Michigan Southern Railway and Fractional Section Five (5) North of the Indian Boundary Line, all in Township Thirty-seven (37) North, Range Fifteen (15) East of the Third Principal Meridian; said public alley herein vacated being further described as all of the Northeasterly-Southwesterly public alley in the block bounded by S. Marquette Avenue, E. 92nd Street, S. South Chicago Avenue and the right of way of the Penn Central Company, as colored in red and indicated by the words "TO BE VACATED" on the plat hereto attached, which plat for greater certainty is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The vacation herein provided for is made upon the express condition that within ninety (90) days after the passage of this ordinance, Jetco Properties, Inc. and M-P Calumet Heights Corporation shall dedicate or cause to be dedicated to the public and open up for public use as an alley, the Northwesterly Twenty (20) feet of Lot Thirty-six (36) in Block Seventy-three (73) of South Chicago aforementioned, as colored in yellow and indicated by the words "TO BE DEDICATED" on the aforementioned plat; and further, shall within ninety (90) days after the passage of this ordinance pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owners of the property abutting said public alley hereby vacated, the sum of three thousand two hundred fifty and no/100 dollars ($3,250.00), which sum in the judgment of this body will be equal to such benefits.

SECTION 3. This ordinance shall take effect and be in force from and after its passage subject to the conditions of Section Two (2) hereof, provided that the said Jetco Properties, Inc. and M-P Calumet Heights Corporation shall within ninety (90) days after the passage of this ordinance, file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with a plat properly executed and acknowledged showing the vacation and dedication herein provided for.

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## Parts of S. Kimbark and S. Kenwood Aves. Vacated; Provision Made for Closing Parts Thereof to Vehicular Traffic and for Opening Parts of S. Kimbark and S. Kenwood Aves. for Turn-Around Purposes.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass two proposed ordinances (which were drafted and submitted in compliance with an order passed on June 26, 1968, page 3175) for the vacation of the east 16 feet and the west 16 feet of those parts of S. Kimbark and S. Kenwood Avenues lying between the south line of E. 47th Street and a line 113 feet south of and parallel thereto; also providing for closing to vehicular traffic the remaining parts of S. Kimbark and S. Kenwood Avenues adjoining the proposed vacations; also a proposed resolution providing for the opening of parts of S. Kimbark and S. Kenwood Avenues for turn-around purposes immediately south of the proposed vacations.

On motion of Alderman Sain *each* of said proposed ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Laurino, Scholl, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—41.

*Nays*—None.

The following are said ordinances as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of parts of public streets described in the following ordinance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That all that part of the East Sixteen (16) feet of S. Kimbark Avenue lying West of and adjoining the West line of Lots One (1), Two (2) and Three (3), lying South of and adjoining the South line of the North Twenty-seven (27) feet of said Lot One (1) produced West Sixteen (16) feet and lying North of and adjoining a line One Hundred Thirteen (113) feet South of and parallel with said South line of the North Twenty-seven (27) feet of Lot One (1) produced West Sixteen (16) feet, and all that part of the West Sixteen (16) feet of said S. Kimbark Avenue lying East of and adjoining the East line of Lots Twenty-two (22), Twenty-three (23) and Twenty-four (24), lying South of and adjoining the South line of the North Twenty-seven (27) feet of said Lot Twenty-four (24) produced East Sixteen (16) feet, and lying North of and adjoining a line One Hundred Thirteen (113) feet South of and parallel with said South line of the North Twenty-seven (27) feet of Lot Twenty-four (24) produced East Sixteen (16) feet, all in Young Trustees' Subdivision of Blocks Four (4) and Five (5) in Lyman, Larned and Woodbridge's Subdivision of the East Half (E.½) of the Northwest Quarter (N.W.¼) and the Northwest Quarter (N.W.¼) of the Northeast Quarter (N.E.¼) of Section Eleven (11), Township Thirty-eight (38) North, Range Fourteen (14) East of the Third Principal Meridian; also all that part of the West Sixteen (16) feet of S. Kenwood Avenue lying East of and adjoining the East line of Lot Five (5), lying South of and adjoining the South line of the North Twenty-seven (27) feet of said Lot Five (5) produced East Sixteen (16) feet, and lying North of and adjoining a line One Hundred Thirteen (113) feet South of and parallel with said South line of the North Twenty-seven (27) feet of Lot Five (5) produced East Sixteen (16) feet, in Block Two (2) of Davis' Subdivision of Block Three (3) in Lyman, Larned and Woodbridge's Subdivision aforementioned, and all that part of the East Sixteen (16) feet of said S. Kenwood Avenue lying West of and adjoining the West line of Lots Two (2) and Three (3), lying South of and adjoining the South line of the North Twenty (20) feet of said Lot Two (2) produced West Sixteen (16) feet, and lying North of and adjoining a line One Hundred Thirteen (113) feet South of and parallel with said South line of the North Twenty (20) feet of Lot Two (2) produced West Sixteen (16) feet, all in Resubdivision of Lots One (1) to Five (5), except the North Seven (7) feet taken for street, in Block One (1) of Davis' Subdivision aforementioned; said parts of public streets herein vacated being further described as all those parts of the East Sixteen (16) feet and the West Sixteen (16) feet of S. Kimbark Avenue and S. Kenwood Avenue lying between the South line of E. 47th Street and a line One Hundred Thirteen (113) feet South of and parallel thereto, as colored in red and indicated by the words "To BE VACATED" on the plat hereto attached, which plat for greater certainty is hereby made a part of this ordinance, be and the same are hereby vacated and closed, inasmuch as the same are no longer required for public use and the public interest will be subserved by such vacations.

SECTION 2. The vacations herein provided for are made upon the express condition that within six (6) months after the passage of this ordinance, the City of Chicago shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance.

SECTION 3. This ordinance shall take effect and be in full force and effect from and after its passage and approval, subject however, to the condition of Section Two (2) hereof.

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WHEREAS, Urban Renewal Plan for Propect Hyde Park-Kenwood which, among other things, provides for closing S. Kimbark Avenue and S. Kenwood Avenue to vehicular traffic between E. 47th Street and a line One Hundred Thirteen (113) feet south of and parallel thereto, except the East Sixteen (16) feet and except the west Sixteen (16) feet of said parts of streets; and

WHEREAS, The above referred to parts of streets proposed to be closed will be landscaped and improved for pedestrian use only; and

WHEREAS, The East Sixteen (16) feet and the West Sixteen (16) feet of said parts of streets above referred to are to be vacated and parts of the property immediately south thereof on both sides of said streets, will be opened to provide additional street right of way for turn-around purposes; and

WHEREAS, The City of Chicago is the owner of all of the property involved; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. All those parts of S. Kimbark Avenue and S. Kenwood Avenue lying between the South line of E. 47th Street and a line One Hundred Thirteen (113) feet South of and parallel thereto, except the East Sixteen (16) feet and except the West Sixteen (16) feet of said parts of streets, be and the same are hereby closed to vehicular traffic, except for Fire, Police and other casualty vehicles.

SECTION 2. The City of Chicago (Department of Urban Renewal) shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance.

SECTION 3. This ordinance shall take effect and be in full force from and after its passage, subject however, to the provision of Section Two (2) hereof.

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On motion of Alderman Sain the following proposed resolution transmitted with the pending committee report was *Adopted,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Laurino, Scholl, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—41.

*Nays*—None.

The following is said resolution as adopted:

*Be It Resolved by the City Council of the City of Chicago:*

That the following described property shall be opened for use as parts of S. Kimbark Avenue and S. Kenwood Avenue:

S. KIMBARK AVENUE

The West Thirty-one (31) feet of Lots Three (3), Four (4), Five (5) and Six (6) taken as a tract and the East Thirty-one (31) feet of Lots Ninteen (19), Twenty (20), Twenty-one (21) and Twenty-two (22) taken as a tract, all lying between a line One Hundred Thirteen (113) feet South of and parallel with the South line of the North Twenty-seven (27) feet of Lots One (1) and Twenty-four (24) and a line Two Hundred Twenty-six (226) feet South of and parallel with said described line, all in Young Trustees' Subdivision of Blocks Four (4) and Five (5) in Lyman, Larned and Woodbridge's Subdivision of the East Half (E.½) of the Northwest Quarter (N.W.¼) and the Northwest Quarter (N.W.¼) of the Northeast Quarter (N.E.¼) of Section Eleven (11), Township Thirty-eight (38) North, Range Fourteen (14) East of the Third Principal Meridian;

also

S. KENWOOD AVENUE

The West Thirty-One (31) feet of that part of Lot Three (3) together with the West Thirty-one (31) feet of the East-West vacated alley South of and adjoining said Lot, lying South of a line One Hundred Thirteen (113) feet South of and parallel with the South line of the North Twenty (20) feet of Lot Two (2), in Resubdivision of Lots One (1) to Five (5), except the North Seven (7) feet taken for street, in Block One (1) of Davis' Subdivision of Block Three (3) in Lyman, Larned and Woodbridge's Subdivision aforementioned, and the West Thirty-one (31) feet of Lots Six (6) to Eleven (11), both inclusive, taken as a tract, in Block One (1) of Davis' Subdivision aforementioned, lying North of a line Two Hundred Ninety-four (294) feet South of and parallel with the aforesaid South line of the North Twenty (20) feet of original

Lot Two (2) of Resubdivision of Lots One (1) to Five (5); also the East Thirty-one (31) feet of Lots Four (4) and Five (5) taken as a tract, together with the East Thirty-one (31) feet of the vacated East-West alley South of and adjoining said Lots, lying South of a line One Hundred Thirteen (113) feet South of and parallel with the South line of the North Twenty-seven (27) feet of said Lots Four (4) and Five (5), in Block Two (2) of Davis' Subdivision aforementioned; also the East Thirty-one (31) feet of Lots One (1) to Six (6), both inclusive, in J. P. Taylor's Subdivision of Lots Six (6), Seven (7), Eight (8) and Nine (9) in Block Two (2) of aforesaid Davis' Subdivision, and the East Thirty-one (31) feet of Lots Ten (10) and Eleven (11) taken as a tract, lying North of a line Two Hundred Ninety-four (294) feet South of and parallel with the South line of the North Twenty-seven (27) feet of Lots Four (4) and Five (5), all in Block Two (2) of Davis' subdivision; and

*Be It Further Resolved,* That the City of Chicago (Department of Urban Renewal) shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this resolution.

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### East-West Public Alley and Part of North-South Public Alley Vacated in Block Bounded by E. 29th St., E. 30th St., S. Wabash Av. and S. Michigan Av.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass a proposed ordinance (which was drafted and submitted in compliance with an order passed on October 9, 1968, page 3704) for the vacation of all of the first east-west public alley south of E. 29th Street, lying east of a line 140 feet, more or less, east of S. Wabash Avenue together with all of the north-south 12-foot alley running south from E. 29th Street, in the block bounded by E. 29th Street, E. 30th Street, S. Wabash Avenue and S. Michigan Avenue.

On motion of Alderman Sain said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Laurino, Scholl, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—41.

*Nays*—None.

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of public alley and alley described in the following ordinance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That all of the East-West Twelve (12) foot public alley lying North of and adjoining the North line of Lot Forty-three (43) in the East Half (E.½) of Block Ninety-three (93) in Assessor's Division of Block Ninety-three (93) in Canal Trustees' Subdivision of the West Half (W.½) of Section Twenty-seven (27), Township Thirty-nine (39) North, Range Fourteen (14) East of the Third Principal Meridian; lying South of and adjoining the South line of Lot Four (4) and said South line produced West Twelve (12) feet, and lying East of and adjoining the East line of Lot Three (3) produced South Twelve (12) feet, all in Subdivision of Lots One (1) to Eight (8) inclusive and the West Fourteen (14) feet of Lot Nine (9) in the East Half (E.½) of Block Ninety-three (93) of Assessor's Division of Block Ninety-three (93) in Canal Trustees' Subdivision aforementioned; also all of the North-South Twelve (12) foot alley lying East of and adjoining the East line of Lots One (1), Two (2) and Three (3) and lying West of and adjoining the West line of Lot Four (4) in Subdivision of Lots One (1) to Eight (8) inclusive and the West Fourteen (14) feet of Lot Nine (9) in the East Half (E.½) of Block Ninety-three (93) of Assessor's Division aforementioned; said public alley herein vacated being further described as all of the first East-West public alley South of E. 29th Street lying East of a line One Hundred Forty (140) feet, more or less, East of S. Wabash Avenue, and said alley herein vacated being further described as all of the North-South Twelve (12) foot alley running South from E. 29th Street a distance of approximately One Hundred (100) feet to its Southerly terminus, in the block bounded by E. 29th Street, E. 30th Street, S. Wabash Avenue and S. Michigan Avenue, as colored in red and indicated by the words "TO BE VACATED" on the plat hereto attached, which plat for greater certainty is hereby made a part of this ordinance, be and the same are hereby vacated and closed, inasmuch as the same are no longer required for public use and the public interest will be subserved by such vacations.

SECTION 2. The vacations herein provided for are made upon the express condition that within six (6) months after the passage of this ordinance, Maurey Manufacturing Corporation shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to said owner of part of the property abutting said public alley and alley hereby vacated, the sum of one thousand two hundred seventy-seven and no/100 dollars ($1,277.00), which sum in the judgment of this body will be equal to such benefits; the City of Chicago being the owner of the remaining property abutting said public alley and alley hereby vacated; and further, the City of Chicago shall within six (6) months after the passage of this ordinance, file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance.

SECTION 3. This ordinance shall take effect and be in full force and effect from and after its passage and approval, subject however, to the conditions of Section Two (2) hereof.

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### Part of North-South Public Alley Vacated between S. Wentworth and S. Princeton Aves., North of W. 25th Pl.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass a proposed ordinance (which was drafted and submitted in compliance with an order passed on March 14, 1969, page 5148) for the vacation of all of the north-south 16-foot public alley running north from W. 25th Place between S. Wentworth Avenue and S. Princeton Avenue, lying southerly of a line drawn from a point on the east line of said alley, 39.9 feet north of the north line of W. 25th Place, to a point on the west line of said alley, 42.24 feet north of the north line of said W. 25th Place.

On motion of Alderman Sain said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Laurino, Scholl, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—41.

*Nays*—None.

**The following is said ordinance as passed:**

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of public alley described in the following ordinance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That all of the North-South Sixteen (16) foot public alley lying West of and adjoining the West line of Lots Ten (10) and Eleven (11), lying East of and adjoining the East line of Lot Fifty-seven (57) and lying Southerly of and adjoining a line drawn from a point on the West line of said Lot Ten (10), Thirty-nine and Nine Hundredths (39.09) feet North of the Southwest corner of Lot Eleven (11), to a point on the East line of said Lot Fifty-seven (57), Forty-two and Twenty-four Hundredths (42.24) feet North of the Southeast corner of said Lot, all in Block One (1) of Poyntz's Subdivision of the South Twenty (20) acres of the West Half (W.½) of the Northeast Quarter (N.E.¼) of Section Twenty-eight (28), Township Thirty-nine (39) North, Range Fourteen (14) East of the Third Principal Meridian; said public alley herein vacated being further described as all of the North-South public alley running North from W. 25th Place between S. Wentworth Avenue and S. Princeton Avenue, lying Southerly of a line drawn from a point on the East line of said alley, Thirty-nine and Nine Hundredths (39.09) feet North of the North line of W. 25th Place, to a point on the West line of said alley, Forty-two and Twenty-four Hundredths (42.24) feet North of the North line of said W. 25th Place, as colored in red and indicated by the words "TO BE VACATED" on the plat hereto attached, which plat for greater certainty is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The vacation herein provided for is made upon the express condition that within six (6) months after the passage of this ordinance, the City of Chicago shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance.

SECTION 3. This ordinance shall take effect and be in full force and effect from and after its passage and approval, subject however, to the condition of Section Two (2) hereof.

### Board of Local Improvements Requested to Institute Special-Assessment Proceedings for Paving of Certain Streets and Alleys and to Construct Curbing in Part of W. 33rd St.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass the following proposed order transmitted therewith (as a substitute for proposed orders referred to the committee on May 14 and 28, 1969):

*Ordered,* That the Board of Local Improvements is hereby requested to institute the necessary proceedings for the paving with concrete, by special assessment, of the roadways of the following-described streets and alleys:

Alley south of W. 39th Place between S. Archer and S. California Avenues;

Alley in the block bounded by W. 32nd Street, W. 33rd Street, S. Leavitt Street and S. Bell Avenue;

Alley in the block bounded by W. 32nd Street, W. 33rd Street, S. Bell Avenue and S. Oakley Avenue;

Alley between W. 33rd Street, W. 34th Street from S. Seeley Avenue to S. Hoyne Avenue;

Alley between W. 32nd Street and W. 33rd Street from S. Seeley Avenue to S. Hoyne Avenue;

Alley between W. 60th Street and W. 60th Place from S. Springfield Avenue to S. Hamlin Avenue;

"T" Alley in the No. 5400 blocks of S. Nagle Avenue and S. Natchez Avenue;

Alley in the block bounded by W. 54th Street, W. Archer Avenue, S. Neenah Avenue and S. Nashville Avenue;

No. 3300 blocks of S. Leavitt Street and S. Bell Avenue;

W. 33rd Street between S. Damen and S. Seeley Avenue;

and

*Be It Further Ordered,* That the Board of Local Improvements is requested to institute the necessary proceedings for the construction of curbs along both sides of W. 33rd Street between S. Damen and S. Seeley Avenues, said improvement to be by special assessment.

On motion of Alderman Sain the foregoing substitute proposed order was *Passed.*

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### Ordinance Passed for Construction of Sidewalks in Certain System of Streets.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, recommended by the Board of Local Improvements (which was referred to the committee on April 9, 1969) for the construction of concrete sidewalks six feet in width and one foot from the lot line towards the curb line in a system of streets as follows:

The following are descriptive summaries of said ordinances as passed:

South curb line of E. 126th Street to north lot line of E. 138th Street from the east curb line of S.

Muskegon Avenue to the west curb line of S. Avenue O;

North side of E. 130th Street from the west line of the first alley west of the west curb line of S. Carondolet Avenue to the east curb line of S. Exchange Avenue; various locations;

South side of E. 130th Street beginning at the southwesterly curb line of S. Burley Avenue to the east line of the first alley west of the west curb line of S. Brandon Avenue;

North side of E. 131st Street from the west line of the first alley west of the west curb line of S. Burley Avenue to the east curb line of S. Brandon Avenue;

South side of E. 132nd Street from the west curb line of S. Escanaba Avenue to the east curb line of S. Muskegon Avenue;

South side of E. 133rd Street beginning at a point approximately eighty feet east of the east curb line of S. Brainard Avenue to a point approximately three hundred feet east of the east curb line of S. Brainard Avenue;

South side of E. 134th Street from the west curb line of S. Houston Avenue to the east curb line of S. Carondolet Avenue;

Both sides of E. 135th Street from the west curb line of S. Avenue O to the east curb line of S. Mackinaw Avenue;

West side of S. Avenue O from the south curb line of E. 135th Street to a point approximately two hundred seventy-five feet south of the south curb line of E. 135th Street;

East side of S. Greenbay Avenue from the south curb line of E. 134th Street to the north line of the first alley south of the south curb line of E. 134th Street;

East side of S. Buffalo Avenue from the south curb line of E. 136th Street to the northeasterly curb line of S. Brainard Avenue;

West side of S. Buffalo Avenue from the south line of the first alley south of the south curb line of E. 136th Street to the northwesterly curb line of S. Brainard Avenue;

East side of S. Brandon Avenue beginning at a point approximately two hundred forty feet north of the north curb line of E. 131st Street to the north curb line of E. 131st Street;

West side of S. Brandon Avenue beginning at a point approximately three hundred fifty feet north of the north curb line of E. 131st Street to a point approximately one hundred twenty-five feet north of the north curb line of E. 131st Street;

West side of S. Escanaba Avenue beginning at a point approximately fifty feet south of the south curb line of E. 132nd Street to the north curb line of S. Brainard Avenue;

East side of S. Muskegon Avenue beginning at a point approximately fifty feet south of the south curb line of E. 132nd Street to the north curb line of S. Brainard Avenue;

North side of S. Brainard Avenue beginning at a point approximately one hundred fifty feet north of the north curb line of E. 134th Street to the east curb line of S. Muskegon Avenue; various locations.

On motion of Alderman Sain said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Laurino, Scholl, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—41.

*Nays*—None.

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**Ordinances for Construction of Sewers, Etc. in Sundry Streets and Alleys Repealed.**

The Committee on Local Industries, Streets and Alleys, to which had been referred (on May 14 and 28, 1969) two proposed ordinances submitted by the Board of Local Improvements to *repeal* ordinances previously passed for construction of sewers, etc., submitted reports recommending that the City Council pass the said two proposed repealing ordinances (transmitted therewith).

On separate motions made by Alderman Sain *each* of said two proposed *repealing* ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Laurino, Scholl, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—41.

*Nays*—None.

The following is a summary of the said two *repealing* ordinances (the Italic heading in each case not being a part of the ordinance):

*Repeal of Ordinance for Construction of Tile Pipe Sewer, Etc. and for Grading, Paving and Improving of Alley between W. 74th St., C.W.I.B. RR., S. Maplewood Av. and S. Rockwell St., Etc.*

An ordinance to *Repeal* the ordinance passed by the City Council on May 8, 1968, as is noted on page 2732 of the Journal of the Proceedings of said date, for constructing a tile pipe sewer with concrete manholes and concrete catchbasins complete, and for grading, paving and otherwise improving the roadways of the alleys between W. 74th Street, Chicago Western Indiana Belt Railroad, S. Maplewood Avenue and S. Rockwell Street, etc.

*Repeal of Ordinance for Grading, Paving and Improving W. 85th St. from the West line of S. Lawndale Av. to Point of Intersection of W. 85th St. and W. Rumsey Av., Etc.*

An ordinance to *Repeal* the ordinance passed by the City Council on December 12, 1967, as is noted on page 1379 of the Journal of the Proceedings of said date, for grading, paving and improving W. 85th Street from the west line of S. Lawndale Avenue to the point of intersection of W. 85th Street and W. Rumsey Avenue, etc.

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**Ordinances Passed for Street and Alley Improvements by Special Assessment.**

The Committee on Local Industries, Streets and Alleys, to which had been referred (on May 14 and

28, 1969) twenty-one proposed ordinances recommended by the Board of Local Improvements for street and alley improvements, submitted reports recommending that the City Council pass said twenty-one proposed ordinances (transmitted therewith).

On separate motions made by Alderman Sain *each* of the said twenty-one proposed ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Laurino, Scholl, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—41.

*Nays*—None.

The following are descriptive summaries of the said twenty-one improvement ordinances as *Passed:*

*Alley between W. Catalpa Av., W. Balmoral Av., N. Nashville Av. and N. Natoma Av.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catch-basins complete, and for grading, paving and otherwise improving the roadway of the alley between W. Catalpa Avenue, W. Balmoral Avenue, N. Nashville Avenue and N. Natoma Avenue.

*Alley between N. Rogers Av., W. Birchwood Av., N. Greenview Av. and N. Ashland Av.—Grading, Paving and Improving.*

An ordinance for grading, paving and otherwise improving the roadway of the alley between N. Rogers Avenue, W. Birchwood Avenue, N. Greenview Avenue and N. Ashland Avenue.

*Alley from a Point North of North Line of W. Berwyn Av. to North Line of W. Berwyn Av. as Measured along Center Line of Alley between N. Avondale Av., W. Berwyn Av., N. Austin Av. and N. McVicker Av.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catch-basins complete, and for grading, paving and otherwise improving the roadway of the alley between from a point four hundred eighty-seven and twenty-seven one-hundredths feet north of the north line of W. Berwyn Avenue to the north line of W. Berwyn Avenue as measured along the center line of the alley between N. Avondale Avenue, W. Berwyn Avenue, N. Austin Avenue and N. McVicker Avenue.

*Alley between W. Cornelia Av., W. Roscoe St., N. Ozark Av. and N. Ozanam Av.—Grading, Paving and Improving.*

An ordinance for grading, paving and otherwise improving the roadway of the alley between W. Cornelia Avenue, W. Roscoe Street, N. Ozark Avenue and N. Ozanam Avenue.

*Portion of East-West Alley between W. 32nd St., W. 33rd St., S. Komensky Av. and S. Karlov Av.—Grading, Paving and Improving.*

An ordinance for grading, paving and otherwise improving the roadway of the east-west alley from the west line of the north-south alley to a line parallel with and eighteen feet west of the east line of S. Karlov Avenue between W. 32nd Street, W. 33rd Street, S. Komensky Avenue and S. Karlov Avenue.

*Alley between W. 44th St., W. 45th St., S. Komensky Av. and S. Karlov Av.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catch-basins complete, and for grading, paving and otherwise improving the roadway of the alley between W. 44th Street, W. 45th Street, S. Komensky Avenue and S. Karlov Avenue.

*Alley between W. 45th St., W. 46th St., S. Karlov Av., and S. Kedvale Av., Etc.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catch-basins complete, and for grading, paving and otherwise improving the roadway of the alley between W. 45th Street, W. 46th Street, S. Karlov Avenue and S. Kedvale Avenue; also that part of the alley from a line parallel with and eighteen feet north of the south line of W. 45th Street to the south line of W. 45th Street.

*Alleys between W. 50th St., W. 51st St., S. Knox Av. and S. Kilpatrick Av., Etc.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catch-basins complete, and for grading, paving and otherwise improving the roadways of the alleys between W. 50th Street, W. 51st Street, S. Knox Avenue and S. Kilpatrick Avenue; also that part of the east-west alley from a line parallel with and eighteen feet east of the west line of S. Knox Avenue to the west line of S. Knox Avenue.

*Alley between W. 51st St., W. 52nd St., S. Mobile Av. and S. Mulligan Av.—Sewer Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catch-basins complete, and for grading, paving and otherwise improving the roadway of the alley between W. 51st Street, W. 52nd Street, S. Mobile Avenue and S. Mulligan Avenue.

*Alleys between W. 54th St., W. 55th St., S. Lorel Av. and S. Long Av.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catch-basins complete, and for grading, paving and otherwise improving the roadways of the alleys between W. 54th Street, W. 55th Street, S. Lorel Avenue and S. Long Avenue.

*Alley between W. 54th St., W. 55th St., S. Long Av. and S. Lotus Av., Etc.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadway of the alley between W. 54th Street, W. 55th Street, S. Long Avenue and S. Lotus Avenue; also that part of the alley from a line parallel with and ten feet south of the north line of W. 55th Street to the north line of W. 55th Street.

### *Alley between W. 54th St., W. 55th St., S. Luna Av. and S. Central Av., Etc.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadway of the alley between W. 54th Street, W. 55th Street, S. Luna Avenue and S. Central Avenue; also that part of the alley between W. 54th Street, W. 55th Street, S. Luna Avenue and S. Central Avenue; also that part of the alley from a line parallel with and twelve feet south of the north line of W. 55th Street to the north line of W. 55th Street.

### *Alleys between S. Archer Av., W. 55th St., S. McVicker Av. and S. Meade Av.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadways of the alleys between S. Archer Avenue, W. 55th Street, S. McVicker Avenue and S. Meade Avenue.

### *Alley between W. 57th St., W. 58th St., S. Natchez Av. and S. Neenah Av.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadway of the alley between W, 57th Street, W. 58th Street, S. Natchez Avenue and S. Neenah Avenue.

### *Alley between W. 60th St., W. 61st St., S. Rutherford Av. and S. Oak Park Av.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadway of the alley between W. 60th Street, W. 61st Street, S. Rutherford Avenue and S. Oak Park Avenue.

### *Alleys between W. 83rd St., W. 84th St., S. Perry Av. and S. La Salle St.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadways of the alleys between W. 83rd Street, W. 84th Street, S. Perry Avenue and S. La Salle Street.

### *Alleys between E. 90th St., E. 90th Pl., S. Dante Av. and New York-Chicago and St. Louis RR. —Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadways of the alleys between E. 90th Street, E. 90th Place, S. Dante Avenue and New York-Chicago and St. Louis Railroad.

### *Alley between W. 93rd St., W. 94th St., S. Perry Av. and S. La Salle St.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadway of the alley between W. 93rd Street, W. 94th Street, S. Perry Avenue and S. La Salle Street.

### *Improvement of N. Nottingham Av.*

An ordinance for grading, paving and improving N. Nottingham Avenue from the existing pavement five hundred five feet north of the northerly line of W. Higgins Avenue to the east, to a line parallel with and twelve feet south of the northerly line of W. Higgins Avenue.

### *Improvement of N. Ottawa Av.*

An ordinance for grading, paving and improving N. Ottawa Avenue from a line parallel with and seventeen feet north of the south line of W. Irving Park Road to a line parallel with and twenty-one feet south of the northerly line of W. Forest Preserve Avenue, to the east.

### *Improvement of N. Olcott Av. System:*

An ordinance for grading, paving and improving a system of streets as follows:

N. OLCOTT AVENUE SYSTEM:

N. Olcott Avenue from a line parallel with and seventeen feet north of the southerly line of W. Forest Preserve Avenue to a line parallel with and twelve feet south of the north line of W. Addison Street;

N. Osceola Avenue from a line parallel with and twenty feet north of the southerly line of W. Forest Preserve Avenue to a line parallel with and twelve feet south of the north line of W. Addison Street;

W. Grace Street from the west line of N. Osceola Avenue to the east line of N. Olcott Avenue;

W. Waveland Avenue from the west line of N. Osceola Avenue to the east line of N. Olcott Avenue.

## COMMITTEE ON PLANNING AND HOUSING.

### Approval Given to Redevelopment Plan and Feasibility of Relocation for Neighborhood Development Program Project Central West.

The Committee on Planning and Housing submitted the following report:

CHICAGO, June 11, 1969.

*To the President and Members of the City Council:*

Your Committee on Planning and Housing, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Richard J. Daley, Mayor (which was referred to Your Committee on May 28, 1969) to approve the Redevelopment Plan and Feasibility of Relocation for Neighborhood Development Program Project Central West, which Redevelopment Plan, attached to the ordinance, was approved by the Department of Urban Renewal by Resolution No. 69-DUR-68, adopted on May 20, 1969, a certified copy of which is attached to the ordinance; and for a determination that Federal financial assistance is necessary to enable the Project to be undertaken in accordance with the Redevelopment Plan for the project area, begs leave to recommend that Your Honorable Body pass the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 9 members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS F. FITZPATRICK,

*Chairman.*

Alderman Fitzpatrick moved to Concur in the committee's recommendation and pass the proposed ordinance transmitted therewith.

Alderman Despres moved to amend said proposed ordinance by striking the following language:

> "WHEREAS, a general plan has been prepared and is recognized and used as a guide for the general development of the locality as a whole; and"
>
> **and**
>
> "SECTION 4. That it is hereby found and determined that the Redevelopment Plan for the Project Area conforms to the general plan of the Locality."

Alderman Fitzpatrick moved to *Lay the Amendment on the Table.* The motion to Lay on the Table *Prevailed.*

The main question then being put, on the passage of the pending proposed ordinance, the motion Prevailed and said proposed ordinance was *Passed,* by yeas and nays, as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Laurino, Scholl, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—41.

*Nays*—None.

The following is said ordinance as passed:

Ordinance of the City Council of the City of Chicago Approving the Redevelopment Plan and Feasibility of Relocation for Neighborhood Development Program Project Central West.

WHEREAS, Under the provisions of Title I of the Housing Act of 1949, as amended, the Department of Housing and Urban Development is authorized to provide financial assistance to Local Public Agencies for undertaking and carrying out urban renewal projects; and

WHEREAS, It is provided in such Act that contracts for financial aid thereunder shall require that the Redevelopment Plan for the respective project area be approved by the governing body of the locality in which the project is situated and that such approval include findings by the governing body that: (1) the financial aid to be provided in the contract is necessary to enable the project to be undertaken in accordance with the Redevelopment Plan; (2) the Redevelopment Plan will afford maximum opportunity consistent with the sound needs of the locality as a whole, for the rehabilitation or redevelopment of the Neighborhood Development Program area by private enterprise; (3) the Redevelopment Plan conforms to a general plan for the development of the locality as a whole; and (4) the Redevelopment Plan gives due consideration to the provision of adequate park and recreational areas and facilities, as may be desirable for neighborhood improvement, with special consideration for the health, safety and welfare of children residing in the general vicinity of the site covered by the Plan; and

WHEREAS, It is desirable and in the public interest that the City of Chicago (herein called the "Local Public Agency") undertake and carry out the Redevelopment of the Project (herein called the "Project"), identified as Project Central West, and described as follows:

Situated in the East ½ of Northwest ¼ Section 17, Township 39 North, Range 14, East ½ of Southeast ¼ Section 12, Township 39 North, Range 13, East ½ of Northeast ¼ Section 13, Township 39 North, Range 13, East ½ of Southeast ¼ Section 7, Township 39 North, Range 14, West ½ of Northwest ¼ Section 17, Township 39 North, Range 14, East ½ of Northwest ¼ Section 18, Township 39 North, Range 14, West ½ of Northwest ¼ Section 18, Township 39 North, Range 14, East ½ Northeast ¼ Section 18, Township 39 North, Range 14, West ½ Northeast ¼ Section 18, Township 39 North, Range 14, in the City of Chicago, County of Cook, State of Illinois, and described as follows:

Beginning at the convergence of the center lines of West Madison Street and Racine Avenue; thence West along the Center line of West Madison Street to the Center line of Ashland Avenue; thence North along the Center line of North Ashland Avenue to the Center line of West Warren Boulevard; thence West along the Center line of West Warren Boulevard to the Center line of North Wood Street; thence South along the Center line of North Wood Street to the Center line of West Madison Street; thence West along the Center line of West Madison Street to the Center line of Western Avenue; thence North along the Center line of North Western Avenue to the Center line of the alley North of West Madison Street; thence West along the Center line of the alley North of West Madison Street to the Eastern right-of-way line of the Pennsylvania Railroad; thence South along the Eastern right-of-way of the Pennsylvania Railroad to the Center line of the alley South of West Madison Street; thence East along the Center line of the alley South of West Madison Street to the Center line of South Western Avenue; thence South along the Center line of South Western Avenue to the Center line of West Van Buren Street; thence East along the Center line of West Van Buren Street to the Center line of South Racine Avenue; thence North along the Center line of South Racine Avenue to the point of beginning.

WHEREAS, The Local Public Agency has applied for financial assistance under such act and proposes to enter into a contract or contracts with the Department of Housing and Urban Development for the undertaking of, and for making available financial assistance for the Project; and

WHEREAS, The Local Public Agency has made detailed studies of the location, physical condition of structures, land use, environmental influences, and social, cultural, and economic conditions of the Project area and has determined that the area is a Slum and Blighted Area and that it is detrimental and a menace to the safety, health, and welfare of the inhabitants and users thereof and of the locality at large, because of the dilapidation, obsolescence and overcrowding of structures in the area, and the members of this Governing Body have been fully apprised and are aware of these facts and conditions; and

WHEREAS, There has been prepared and referred to the City Council of the locality (herein called the "Governing Body") for review and approval a Redevelopment Plan for the Project area dated May, 1969, and consisting of nine (9) pages and two (2) exhibits; and

WHEREAS, The Project area, which is predominantly residential in character, is to be redeveloped for predominantly residential and commercial uses under the Redevelopment Plan; and

WHEREAS, The Redevelopment Plan has been approved by the Department of Urban Renewal as evidenced by the copy of said Body's duly certified Resolution approving the Redevelopment Plan, which is attached thereto; and

WHEREAS, A general plan has been prepared and is recognized and used as a guide for the general development of the locality as a whole; and

WHEREAS, The Redevelopment Plan for the Project area prescribes certain land uses for the Project area and will require, among other things, changes in zoning, the vacating and removal of streets, alleys, and other public ways, the establishment of new street patterns, the location and relocation of sewer and water mains and other public facilities, and other public action; and

WHEREAS, The Local Public Agency has prepared and submitted a program for the relocation of individuals and families that may be displaced as a result of carrying out the Project in accordance with the Redevelopment Plan; and

WHEREAS, There have also been presented to the Governing Body information and data respecting the relocation program which has been prepared by the Local Public Agency as a result of studies, surveys, and inspections in the Project area and the assembling and analysis of the data and information obtained from such studies, surveys, and inspections; and

WHEREAS, The members of the Governing Body have general knowledge of the conditions prevailing in the Project area and of the availability of proper housing in the Locality for the relocation of individuals and families that may be displaced from the Project area and, in the light of such knowledge of local housing conditions, have carefully considered and reviewed such proposals for relocation; and

WHEREAS, It is necessary that the Governing Body take appropriate official action respecting the relocation program and the Redevelopment Plan for the Project, in conformity with the contract for financial assistance between the Local Public Agency and the United States of America, acting by and through the Department of Housing and Urban Development; and

WHEREAS, The Governing Body is cognizant of the conditions that are imposed in the undertaking and carrying out of Neighborhood Development Program projects with Federal financial assistance under Title I, including those prohibiting discrimination because of race, color, creed, or national origin; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That it has heretofore been found and determined that the Project is a Slum and Blighted area and qualifies as an eligible Project area under Sections 91.101 to 91.136 of Chapter 67½ of the Illinois Revised Statutes (1965).

SECTION 2. That the Redevelopment Plan for the Project, having been duly reviewed and considered, is hereby approved, and the City Clerk be, and is hereby directed to file said copy of the Redevelopment Plan with the minutes of this meeting.

SECTION 3. That it is hereby found and determined that the objectives of the Redevelopment Plan cannot be achieved through more extensive rehabilitation of the Project area.

SECTION 4. That it is hereby found and determined that the Redevelopment Plan for the Project area conforms to the general plan of the Locality.

SECTION 5. That it is hereby found and determined that the financial aid to be provided pursuant to the contract for Federal financial assistance pertaining to the Project is necessary to enable the Project to be undertaken in accordance with the Redevelopment Plan for the Project area.

SECTION 6. That the redevelopment of the Redevelopment Area for predominantly residential and commercial uses is necessary for the proper development of the community.

SECTION 7. That it is hereby found and determined that the Redevelopment Plan for the Project Area will afford maximum opportunity, consistent with the sound needs of the locality as a whole, for the urban renewal of the Area by private enterprise.

SECTION 8. That it is hereby found and determined that the Redevelopment Plan for the Project Area gives due consideration to the provision of adequate park and recreational areas and facilities, as may be desirable for neighborhood improvement, with special consideration for the health, safety, and welfare of children residing in the general vicinity of the site covered by the Plan.

SECTION 9. That it is hereby found, and determined that the program for the proper relocation of individuals and families displaced in carrying out the Project in decent, safe, and sanitary dwellings in conformity with acceptable standards is feasible and can be reasonably and timely affected to permit the proper prosecution and completion of the Project; and that such dwellings or dwelling units available or to be made available to such displaced individuals and families are at least equal in number to the number of displaced individuals and families, are not generally less desirable in regard to public utilities and public and commercial facilities than the dwellings of the displaced individuals and families in the Project area, are available at rents or prices within the financial means of the displaced individuals and families, and are reasonably accessible to their places of employment.

SECTION 10. That, in order to implement and facilitate the effectuation of the Redevelopment Plan hereby approved, it is found and determined that certain official action must be taken by this Body with reference, among other things, to changes in zoning, the vacating and removal of streets, alleys, and other public ways, the establishment of new street patterns, the location and relocation of sewer and water mains and other public facilities, and other public action, and, accordingly, this Body hereby (a) pledges its cooperation in helping to carry out the Plan; (b) requests the various officials, departments, boards, and agencies of the Locality having administrative responsibilities in the premises likewise to cooperate to such end and to exercise their respective functions and powers in a manner consistent with the Redevelopment Plan; and (c) stands ready to consider and take appropriate action upon proposals and measures designed to effectuate the Plan.

SECTION 11. That financial assistance under the provisions of Title I of the Housing Act of 1949, as amended, is necessary to enable the land in the Project area to be renewed in accordance with the Redevelopment Plan for the Project Area and, accordingly, the filing by the Local Public Agency of an application or applications for such financial assistance under Title I is hereby approved.

SECTION 12. This ordinance shall be immediately effective upon its passage.

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## Approval Given to Amendment No. 6 of Urban Renewal Plan for Hyde Park-Kenwood Urban Renewal Project.

The Committee on Planning and Housing submitted the following report:

CHICAGO, June 11, 1969.

*To the President and Members of the City Council:*

Your Committee on Planning and Housing, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Richard J. Daley, Mayor (which was referred to Your Committee on May 28, 1969) to approve Amendment No. 6 to the Urban Renewal Plan for the Hyde Park-Kenwood Urban Renewal Project, attached to the ordinance, as approved by the Department of Urban Renewal by Resolution No. 69-DUR-70, adopted on May 20, 1969, a certified copy of which is attached to the ordinance; and for a determination that Federal financial assistance is necessary to enable the land in said Project to be developed or redeveloped in accordance with the amended Renewal Plan for the Project, begs leave to recommend that Your Honorable Body pass the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 9 members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS F. FITZPATRICK,
*Chairman.*

Alderman Fitzpatrick moved to Concur in the committee's recommendation and pass the proposed ordinance transmitted therewith.

Alderman Despres moved to amend said proposed ordinance by striking the following language:

> "WHEREAS, a general plan has been prepared and is recognized and used as a guide for the general development of the locality as a whole; and"
>
> and
>
> "SECTION 4. That it is hereby found and determined that the Redevelopment Plan for the Project Area conforms to the general plan of the Locality."

Alderman Fitzpatrick moved to *Lay the Amendment on the Table.* The motion to Lay on the Table *Prevailed.*

The main question then being put, on the passage of the pending proposed ordinance, the motion Prevailed and said proposed ordinance was *Passed,* by yeas and nays, as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Laurino, Scholl, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—41.

*Nays*—None.

The following is said ordinance as passed:

Ordinance to Approve Amendment No. 6 to the Urban Renewal Plan for the Hyde Park-Kenwood Urban Renewal Project.

WHEREAS, The Hyde Park-Kenwood Conservation Community Council, the Community Conservation Board and the City Council (November 7, 1958), did approve an urban renewal plan dated September 9, 1958, entitled "Hyde Park-Kenwood Urban Renewal Plan" (hereinafter referred to as the "Plan"), for the Hyde Park-Kenwood Urban Renewal Project; and

WHEREAS, The Hyde Park-Kenwood Conservation Community Council by Resolution adopted March 19, 1969 and the Department of Urban Renewal by Resolution adopted May 20, 1969 approved Plan Amendment No. 6 to said Plan, which amendment is attached hereto, and incorporated in this ordinance, by reference; and

WHEREAS, The City Council has reviewed the foregoing amendment, and it is the sense of the City Council that said Amendment and the Amended Plan constitute an Urban Renewal Plan within the meaning of the Urban Renewal Consolidation Act of 1961, the said amended plan is in accord with modern principles of urban planning and has the recommendation and approval of the Chicago Plan Commission for the renewal of the area covered thereby; and that the City Council desires to evidence its approval of said Amended Urban Renewal Plan; and

WHEREAS, Under the provisions of Title I of the Housing Act of 1949, as amended, the Department of Housing and Urban Development is authorized to provide federal financial assistance to local public agencies for the undertaking and carrying out of slum clearance and urban redevelopment projects by private enterprise; and

WHEREAS, It is provided in such Act that contracts for financial aid thereunder shall require that an Urban Renewal Plan and Amendments thereof, for the respective Project area be approved by the governing body of the locality in which the Project is situated and that such approval include findings by the governing body that (1) the financial aid to be provided in the contract is necessary to enable the land within the project area to be redeveloped in accordance with the revised urban renewal plan; (2) the revised urban renewal plan for the renewal area in the locality will afford maximum opportunity consistent with the sound needs of the locality as a whole for the renewal of such area by private enterprise; (3) the revised urban renewal plan conforms to a general plan for the development of the locality as a whole; and (4) the revised urban renewal plan gives due consideration to the provision of adequate park and recreational areas and facilities, as may desirable for neighborhood improvement, with special consideration for the health, safety, and welfare of children residing in the general vicinity of the site covered by the plan; and

WHEREAS, The City of Chicago has applied for financial assistance under such Act from the United States of America for the Project; and

WHEREAS, A general plan has been prepared and is recognized and used as a guide for the general development of the City of Chicago as a whole; and

WHEREAS, The City Council is cognizant of the conditions that are imposed in the undertaking and carrying out of urban renewal projects with Federal financial assistance under Title I including those prohibiting discrimination because of race, color, sex, religion or national origin, with respect to housing, facilities relating to residential use and all public facilities within a project area; public facilities proposed as non-cash local grants-in-aid; and employment; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That Amendment No. 6 to the Amended Urban Renewal Plan for Urban Renewal Project Hyde Park-Kenwood, as approved by the Department of Urban Renewal Resolution dated May 20, 1969 as aforesaid, having been duly reviewed and considered, is hereby approved, and the City Clerk is hereby directed to file a copy of said Amendment with the minutes of the meeting.

SECTION 2. That it is hereby found and determined that the financial aid to be provided pursuant to application for federal financial assistance for Urban Renewal Project Hyde Park-Kenwood is necessary to enable the land in said Project to be developed or redeveloped in accordance with the Amended Urban Renewal Plan for the Project.

SECTION 3. That it is hereby found and determined that the above-mentioned Amended Urban Renewal Plan will afford maximum opportunity consistent with the sound needs of the City as a whole, for the renewal of such area by private enterprise.

SECTION 4. That it is hereby found and determined that the Amended Urban Renewal Plan for Project Hyde Park-Kenwood conforms to the general plans of the City of Chicago.

SECTION 5. That it is hereby found and determined that the Amended Urban Renewal Plan for the Project Area gives due consideration to the provision of adequate park and recreational areas and facilities, as may be desirable for neighborhood improvement, with special consideration for the health, safety, and welfare of children residing in the general vicinity of the site covered by the Plan.

SECTION 6. That it is hereby found and determined that the program for the proper relocation of individuals and families displaced in carrying out the Project in decent, safe and sanitary dwellings in conformity with acceptable standards is feasible and can be reasonably and timely affected to permit the proper prosecution and completion of the Project, and that such dwellings or dwelling units available or to be made available to such displaced individuals and families are at least equal in number to the number of displaced individuals and families, are not generally less desirable in regard to public utilities and public and commercial facilities than the dwellings of the displaced individuals and families in the Project Area, are available at rents or prices within the financial means of the displaced individuals and families, and are reasonably accessible to their places of employment.

SECTION 7. That in order to implement and facilitate the effectuation of the Plan as amended, and hereby approved, it is found and determined certain official action must be taken by this body with reference, among other things, to changes in zoning, the vacating and removal of streets and alleys, the location and relocation of sewer and water mains and other public facilities, and other public action, and, accordingly, this body does hereby: (a) pledge its cooperation in helping to carry out such Plan, as amended; (b) request the various officials, departments, boards and agencies of the City having administrative responsibilities in the premises, likewise to cooperate to such end and to exercise their respective functions and powers in a manner consistent with said amended Plan; and (c) stand ready to consider and take appropriate action upon proposals and measures designed to effectuate the Amended Plan.

SECTION 8. This ordinance shall be effective upon its passage and approval.

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## Authorization for Conveyance Without Monetary Consideration to Chicago Transit Authority of Strip of Land in Project 6A.

The Committee on Planning and Housing submitted the following report:

CHICAGO, June 11, 1969.

*To the President and Members of the City Council:*

Your Committee on Planning and Housing, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Richard J. Daley, Mayor (which was referred to Your Committee on May 28, 1969) to authorize conveyance without monetary consideration to the Chicago Transit Authority of a nine-foot strip of land in Project 6A, as approved by the Department of Urban Renewal by Resolution No. 69-DUR-71, adopted on May 20, 1969, a certified copy of which is attached to the ordinance, begs leave to recommend that Your Honorable Body pass the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 9 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) THOMAS F. FITZPATRICK,
*Chairman.*

On motion of Alderman Fitzpatrick the proposed ordinance transmitted with the foregoing committee report was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Laurino, Scholl, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—41.

*Nays*—None.

The following is said ordinance as passed:

Ordinance
Authorizing Conveyance Without Monetary Consideration to the Chicago Transit Authority in Project 6A.

WHEREAS, The City of Chicago, through its Urban Renewal Program, acquired title to a 9-foot strip of land subject to the Easement of the Chicago Transit Authority right of way in Project 6A; and

WHEREAS, Said strip is unmarketable and it is to the best interests of the City, and the completion of the Project to convey said strip of land to the Chicago Transit Authority: and

WHEREAS, The Chicago Transit Authority has agreed to accept the conveyance of said strip without monetary consideration and to assume all the obligations and responsibilities connected with its ownership; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the conveyance of a nine-foot strip of land in Project 6A to the Chicago Transit Authority, without monetary consideration, described as follows, is hereby approved:

The East ½ of the 18.00 foot wide North and South public alley vacated by Ordinance passed September 11, 1963 and recorded December 11, 1963 as Document No. 18996728, bounded and described as follows:

Beginning at the point of intersection of the center line of the aforesaid vacated alley with the Westerly prolongation of the South line of Lot 1 in Wabash Industrial Center, being an owner's division of Lots 5 and 6 in Weston's Subdivision of the West ½ of the South ½ of all that part North of the South 33.00 feet of Block 94 in Canal Trustees' Subdivision of the West ½ of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian; thence North 00°-10′-04″ West along the center line of said vacated alley, a distance of 200.213 feet; thence North 89°-51′-43″ East, a distance of 9.00 feet to the West line of Lot 24 in Aaron Gibbs' Subdivision of the North ½ of all that part North of the South 33.00 feet of Block 94 in said Canal Trustees' Subdivision; thence South 00°-10′-04″ East along the West line of said Lot 24, and along the West line of Lots 1, 2, 3 and 4 in the aforesaid Weston's Subdivision, and along the West line of Lot 1 in the aforesaid Wabash Industrial Center, a distance of 200.215 feet to the Southwest corner of said Lot 1; thence South 89°152′34″ West along the Westerly prolongation of the South line of said Lot 1, a distance of 9.00 feet to the point of beginning, all in Cook County, Illinois.

SECTION 2. That the Chicago Transit Authority assume all the obligations and responsibilities of maintenance and ownership in connection therewith.

SECTION 3. That the Mayor be authorized to execute and the City Clerk to attest a quitclaim deed conveying said area.

SECTION 4. That this ordinance be effective immediately upon the passage thereof.

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## Approval Given to Redevelopment Plan and Feasibility of Relocation for Slum and Blighted Area Redevelopment Project 67th-Stony Island.

The Committee on Planning and Housing submitted the following report:

CHICAGO, June 11, 1969.

*To the President and Members of the City Council:*

Your Committee on Planning and Housing, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Richard J. Daley, Mayor (which was referred to Your Committee on May 28, 1969) to approve the Redevelopment Plan and Feasibility of Relocation for Slum and Blighted Area Redevelopment Project 67th-Stony Island Avenue, which Redevelopment Plan, attached to the ordinance. was approved by the Department of Urban Renewal by Resolution No. 69-DUR-69, adopted on May 20, 1969, a certified copy of which is attached to the ordinance, begs leave to recommend that Your Honorable Body pass the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 9 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) THOMAS F. FITZPATRICK,
*Chairman.*

Alderman Fitzpatrick moved to Concur in the committee's recommendation and pass the proposed ordinance transmitted therewith.

Alderman Despres moved to amend said proposed ordinance by striking the following language:

> "WHEREAS, A general plan has been prepared and is recognized and used as a guide for the general development of the locality as a whole; and"
>
> and
>
> "SECTION 4. That it is hereby found and determined that the Redevelopment Plan for the Project Area conforms to the general plan of the Locality."

Alderman Fitzpatrick moved to *Lay the Amendment on the Table.* The motion to Lay on the Table *Prevailed.*

The main question then being put, on the passage of the pending proposed ordinance, the motion Prevailed and said proposed ordinance was *Passed,* by yeas and nays, as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan,

Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Laurino, Scholl, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—41.

*Nays*—None.

The following is said ordinance as passed:

Ordinance of the City Council of the City of Chicago Approving the Redevelopment Plan and Feasibility of Relocation for Project 67th-Stony Island.

WHEREAS, It is desirable and in the public interest that the City of Chicago undertake and carry out a Redevelopment Project (herein called the "Project"), identified as Project 67th-Stony Island, legally described as:

Situated in Sections 23 and 24, Township 38 North, Range 14, in the City of Chicago, County of Cook, State of Illinois, and described as follows:

Beginning at the convergence of the Center lines of 67th Street and Blackstone Avenue; thence East along the Center line of 67th Street to the Center line of Cornell Avenue; thence South along the Center line of Cornell Avenue to the Center line of 69th Street; thence East along the Center line of 69th Street to the Center line of the public alley next East of South East End Avenue; thence South along the Center line of said public alley to the Center line of East 70th Street; thence West along the Center line of 70th Street to the Center line of Cornell Avenue; thence South along the Center line of Cornell Avenue to the Center line of 71st Street; thence West along the Center line of 71st Street to the Center line of the public alley next West of Stony Island Avenue; thence North along said Center line of said public alley extended to the Center line of 70th Street; thence East along the Center line of 70th Street to the Center line extended South of the public alley next West of Stony Island Avenue; thence North along the Center line of said public alley extended to the Center line of 69th Street; thence East along the Center line of 69th Street to the Center line of the public alley next West of Stony Island Avenue extended South; thence North along said Center line to the Center line of the East-West public alley next North of 69th Street; thence West along the Center line of said public alley to the Center line of the public alley next West of Stony Island Avenue; thence North along said Center line as extended to the Center line of 68th Street; thence West along said said Center line to its convergence with the Center line of Blackstone Avenue; thence North along the Center line of Blackstone Avenue, to the place of beginning.

WHEREAS, The Department of Urban Renewal has made detailed studies of the location, physical condition of structures, land use, enviromental influences, and social, cultural, and economic conditions of the Project area and has determined that the area is a Slum and Blighted area and that it is detrimental and a menace to the safety, health and welfare of the inhabitants and users thereof and of the locality at large, because of the dilapidation, obsolescence and overcrowding of structures in the area, and the members of this Governing Body have been fully apprised and are aware of these facts and conditions; and

WHEREAS, There has been prepared and referred to the City Council of the locality (herein called the "Governing Body") for review and approval a Redevelopment Plan for the Project Area dated April, 1969, and consisting of ten (10) pages and two (2) exhibits; and

WHEREAS, The Project area, which is residential and commercial in character, is to be redeveloped for residential, commercial and school-park uses under the Redevelopment Plan; and

WHEREAS, The Redevelopment Plan has been approved by the Department of Urban Renewal as evidenced by the copy of said Body's duly certified resolution approving the redevelopment Plan, which is attached thereto; and

WHEREAS, A general plan has been prepared and is recognized and used as a guide for the general development of the locality as a whole; and

WHEREAS, The Redevelopment Plan for the Project area prescribes certain land uses for the Project area and will require among other things, changes in zoning, the vacating and removal of streets, alleys, and other public ways, the establishment of new street patterns, the location and relocation of sewer and water mains and other public facilities, and other public action; and

WHEREAS, The Department of Urban Renewal has prepared and submitted a program for the relocation of individuals and families that may be displaced as a result of carrying out the Project in accordance with the Redevelopment Plan; and

WHEREAS, There have also been presented to the Governing Body information and data respecting the relocation program which has been prepared by the Department of Urban Renewal as a result of studies, surveys, and inspections in the Project area and the assembling and analysis of the data and information obtained from such studies, surveys, and inspections; and

WHEREAS, The members of the Governing Body have general knowledge of the conditions prevailing in the Project area and of the availability of proper housing in the locality for the relocation of individuals and families that may be displaced from the Project area and, in the light of such knowledge of local housing conditions, have carefully considered and reviewed such proposals for relocation; now, therefore,

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That it is hereby found and determined that the Project is a Slum and Blighted area and qualifies as an eligible Project area under Sections 91.101 to 91.136 of Chapter 67½ of the Illinois Revised Statutes (1967).

SECTION 2. That the Redevelopment Plan for the Project, having been duly reviewed and considered, is hereby approved, and the City Clerk be, and is hereby directed to file said copy of the Redevelopment Plan with the minutes of this meeting.

SECTION 3. That it is hereby found and determined that the objectives of the Redevelopment Plan cannot be achieved through more extensive rehabilitation of the Project area.

SECTION 4. That it is hereby found and determined that the Redevelopment Plan for the Project area conforms to the general plan of the locality.

SECTION 5. That the redevelopment of the Redevelopment Area for predominantly residential and commercial uses is necessary for the proper development of the community.

SECTION 6. That it is hereby found and determined that the Redevelopment Plan for the Redevelopment Area will afford maximum opportunity, consistent with the sound needs of the locality as a whole, for the redevelopment of the Area by private enterprise.

SECTION 7. That is is hereby found and determined that the Redevelopment Plan for the Redevelopment Area gives due consideration to the provision of adequate park and recreational areas and facilities, as may be desirable for neighborhood improvement, with special consideration for the health, safety, and welfare of children residing in the general vicinity of the site covered by the Plan.

SECTION 8. That it is hereby found and determined that the program for the proper relocation of individuals and families displaced in carrying out the Project in decent, safe and sanitary dwellings in conformity with acceptable standards is feasible and be reasonably and timely effected to permit the proper prosecution and completion of the Project; and that such dwellings or dwelling units available or to be made available to such displaced individuals and families are at least equal in number to the number of displaced individuals and families, are not generally less desirable in regard to public utilities and public and commercial facilities than the dwellings of the displaced individuals and families in the Project area, are available at rents or prices within the financial means of the displaced individuals and families, and are reasonably accessible to their places of employment.

SECTION 9. That in order to implement and facilitate the effectuation of the Redevelopment Plan hereby approved, it is found and determined that certain official action must be taken by this Body with reference among other things, to changes in zoning, the vacating and removal of streets, alleys, and other public ways, the establishment of new street patterns, the location and relocation of sewer and water mains and other public facilities, and other public action, and, accordingly, this Body hereby (a) pledges its cooperation in helping to carry out the Plan; (b) requests the various officials, departments, boards, and agencies of the Locality having administrative responsibilities in the premises likewise to cooperate to such and to exercise their respective functions and powers in a manner consistent with the Redevelopment Plan, and (c) stands ready to consider and take appropriate action upon proposals and measures designated to effectuate the Plan.

SECTION 10. This ordinance shall take effect immediately upon the passage thereof.

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## Approval Given to Redevelopment Plan and Feasibility of Relocation for Neighborhood Development Program Project Ohio-Central.

The Committee on Planning and Housing submitted the following report:

CHICAGO, June 11, 1969.

*To the President and Members of the City Council:*

Your Committee on Planning and Housing, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Richard J. Daley, Mayor (which was referred to Your Committee on May 28, 1969) to approve the Redevelopment Plan and Feasibility of Relocation for Neighborhood Development Program Project Ohio-Central, which Redevelopment Plan, attached to the ordinance, was approved by the Department of Urban Renewal by Resolution No. 69-DUR-67, adopted on May 20, 1969, a certified copy of which is attached to the ordinance; and for a determination that Federal financial assistance is necessary to enable the land in the Project area to be renewed in accordance with the Redevelopment Plan for the project area, begs leave to recommend that Your Honorable Body pass the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 9 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) THOMAS F. FITZPATRICK,
*Chairman.*

Alderman Fitzpatrick moved to Concur in the committee's recommendation and pass the proposed ordinance transmitted therewith.

Alderman Despres moved to amend said proposed ordinance by striking the following language:

> "WHEREAS, a general plan has been prepared and is recognized and used as a guide for the general development of the locality as a whole; and"
>
> and
>
> "SECTION 4. That it is hereby found and determined that the Redevelopment Plan for the Project Area conforms to the general plan of the Locality."

Alderman Fitzpatrick moved to *Lay the Amendment on the Table.* The motion to Lay on the Table *Prevailed.*

The main question then being put, on the passage of the pending proposed ordinance, the motion Prevailed and said proposed ordinance was *Passed,* by yeas and nays, as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Laurino, Scholl, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—41.

*Nays*—None.

The following is said ordinance as passed:

Ordinance of the City Council of the City of Chicago Approving the Redevelopment Plan and Feasibility of Relocation for Neighborhood Development Program Project Ohio-Central.

WHEREAS, Under the provisions of Title I of the Housing Act of 1949, as amended, the Department of Housing and Urban Development is authorized to provide financial assistance to Local Public Agencies for undertaking and carrying out urban renewal projects; and

WHEREAS, It is provided in such Act that contracts for financial aid thereunder shall require that the Redevelopment Plan for the respective project area be approved by the governing body of the locality in which the project is situated and that such approval include findings by the governing body that: (1) the financial aid to be provided in the contract is necessary to enable the project to be undertaken in accordance with the Redevelopment Plan; (2) the Redevelopment Plan will afford maximum opportunity consistent with the sound needs of the locality as a whole, for the rehabilitation or redevelopment of the Neighborhood Development Program area by private enterprise; (3) the Redevelopment Plan conforms to a general plan for the development of the locality as a whole; and (4) the Redevelopment Plan gives due consideration to the provision of adequate park and recreational areas and facilities, as may be desirable for neighborhood improvement, with special consideration for the health, safety, and welfare of children residing in the general vicinity of the site covered by the Plan; and

WHEREAS, It is desirable and in the public interest that the City of Chicago (herein called the "Local Public Agency") undertake and carry out the Redevelopment of the Project (herein called the "Project") identified as Project Ohio-Central, and described as follows:

> Situated in the East ½ of the Northeast ¼ of Section 8, Township 39 North, Range 13, in the City of Chicago, County of Cook, and State of Illinois, and described as follows:
>
> Beginning at the convergence of the Center lines of North Waller Avenue and West Huron Street; thence East along the Center line of West Huron Street to the Center line of North Central Avenue; thence South along the Center line of North Central Avenue to the Center line of West Lake Street; thence West along the Center line of West Lake Street to the Center line of North Waller Avenue; thence North along the Center line of North Waller Avenue to the point of beginning (herein called the "Locality"); and

WHEREAS, The Local Public Agency has applied for financial assistance under such Act and proposes to enter into a contract or contracts with the Department of Housing and Urban Development for the undertaking of, and for making available financial assistance for the Project; and

WHEREAS, The Local Public Agency has made detailed studies of the location, physical condition of structures, land use, environmental influences, and social, cultural, and economic conditions of the Project area and has determined that the area is a Slum and Blighted Area and that it is detrimental and a menace to the safety, health, and welfare of the inhabitants and users thereof and of the locality at large, because of the dilapidation, obsolescence and overcrowding of structures in the area, and the members of this Governing Body have been fully apprised and are aware of these facts and conditions; and

WHEREAS, There has been prepared and referred to the City Council of the locality (herein called the "Governing Body") for review and approval a Redevelopment Plan for the Project area dated April, 1969, and consisting of nine pages and two exhibits; and

WHEREAS, The Project area, which is predominantly residential in character, is to be redeveloped for predominantly residential and commercial uses under the Redevelopment Plan; and

WHEREAS, The Redevelopment Plan has been approved by the Department of Urban Renewal as evidenced by the copy of said Body's duly certified Resolution approving the Redevelopment Plan, which is attached thereto; and

WHEREAS, A general plan has been prepared and is recognized and used as a guide for the general development of the locality as a whole; and

WHEREAS, The Redevelopment Plan for the Project area prescribes certain land uses for the Project area and will require, among other things, changes in zoning, the vacating and removal of streets, alleys, and other public ways, the establishment of new street patterns, the location and relocation of sewer and water mains and other public facilities, and other public action; and

WHEREAS, The Local Public Agency has prepared and submitted a program for the relocation of individuals and families that may be displaced as a result of carrying out the Project in accordance with the Redevelopment Plan; and

WHEREAS, There have also been presented to the Governing Body information and data respecting the relocation program which has been prepared by the Local Public Agency as a result of studies, surveys, and inspections in the Project area and the assembling and analysis of the data and information obtained from such studies, surveys, and inspections; and

WHEREAS, The members of the Governing Body have general knowledge of the conditions prevailing in the Project Area and, of the availability of proper housing in the Locality for the relocation of individuals and families that may be displaced from the Project area and, in the light of such knowledge of local housing conditions, have carefully considered and reviewed such proposals for relocation; and

WHEREAS, It is necessary that the Governing Body take appropriate official action respecting the relocation program and the Redevelopment Plan for the Project, in conformity with the contract for financial assistance between the Local Public Agency and the United States of America, acting by and through the Department of Housing and Urban Development; and

WHEREAS, The Governing Body is cognizant of the conditions that are imposed in the undertaking and carrying out of the Neighborhood Development Program projects with Federal financial assistance under Title I, including those prohibiting discrimination because of race, color, creed, or national origin; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That it has heretofore been found and determined that the Project is a Slum and Blighted Area and qualifies as an eligible Project area under Sections 91.101 to 91.136 of Chapter 67½ of the Ill. Rev. Stats. (1965).

SECTION 2. That the Redevelopment Plan for the Project, having been duly reviewed and considered, is hereby approved, and the City Clerk be, and is hereby directed to file said copy of the Redevelopment Plan with the minutes of this meeting.

SECTION 3. That it is hereby found and determined that the objectives of the Redevelopment Plan cannot be achieved through more extensive rehabilitation of the Project Area.

SECTION 4. That it is hereby found and determined that the Redevelopment Plan for the Project area conforms to the general plan of the Locality.

SECTION 5. That it is hereby found and determined that the financial aid to be provided pursuant to the contract for Federal financial assistance pertaining to the Project is necessary to enable the Project to be undertaken in accordance with the Redevelopment Plan for the Project Area.

SECTION 6. That the redevelopment of the Redevelopment Area for predominantly residential and commercial uses is necessary for the proper development of the community.

SECTION 7. That it is hereby found and determined that the Redevelopment Plan for the Project Area will afford maximum opportunity, consistent with the sound needs of the Locality as a whole, for the urban renewal of the Area by private enterprise.

SECTION 8. That it is hereby found and determined that the Redevelopment Plan for the Project Area gives due consideration to the provision of adequate park and recreational areas and facilities, as may be desirable for neighborhood improvement, with special consideration for the health, safety, and welfare of children residing in the general vicinity of the site covered by the Plan.

SECTION 9. That it is hereby found and determined that the program for the proper relocation of individuals and families displaced in carrying out the Project in decent, safe, and sanitary dwellings in conformity with acceptable standards is feasible and can be reasonably and timely effected to permit the proper prosecution and completion of the Project; and that such dwellings or dwelling units available or to be made available to such displaced individuals and families are at least equal in number to the number of displaced individuals and families, are not generally less desirable in regard to public utilities and public and commercial facilities than the dwellings of the displaced individuals and families in the Project Area, are available at rents or prices within the financial means of the displaced individuals and families, and are reasonably accessible to their places of employment.

SECTION 10. That in order to implement and facilitate the effectuation of the Redevelopment Plan hereby approved, it is found and determined that certain official action must be taken by this Body with reference, among other things, to changes in zoning, the vacating and removal of streets, alleys, and other public ways, the establishment of new street patterns, the location and relocation of sewer and water mains and other public facilities, and other public action, and accordingly, this Body hereby (a) pledges its cooperation in helping to carry out the Plan, (b) requests the various officials, departments, boards, and agencies of the Locality having administrative responsibilities in the premises likewise to cooperate to such and to exercise their respective functions and powers in a manner consistent with the Redevelopment Plan, and (c) stands ready to consider and take appropriate action upon proposals and measures designated to effectuate the Plan.

SECTION 11. That financial assistance under the provisions of Title I of the Housing Act of 1949, as amended, is necessary to enable the land in the Project Area to be renewed in accordance with the Redevelopment Plan for the Project Area, and, accordingly, the filing by the Local Public Agency of an application or applications for such financial assistance under Title I is hereby approved.

SECTION 12. This ordinance shall be immediately effective upon its passage.

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## Approval Given to Proposed Sale by Department of Urban Renewal of Certain Land in Urban Renewal Project Hyde Park-Kenwood.

The Committee on Planning and Housing submitted the following report:

CHICAGO, June 11, 1969.

*To the President and Members of the City Council:*

Your Committee on Planning and Housing, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Richard J. Daley, Mayor (which was referred to Your Committee on May 28, 1969) to approve the proposed sale by the Department of Urban Renewal of a certain parcel of land in Urban Renewal Project Hyde Park-Kenwood, as approved by the Department by Resolution No. 69-DUR-72, adopted on May 20, 1969, a certified copy of which is attached to the ordinance, begs leave to recommend that Your Honorable Body pass the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 9 members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS F. FITZPATRICK,
*Chairman.*

On motion of Alderman Fitzpatrick the proposed ordinance transmitted with the foregoing committee report was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Laurino, Scholl, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—41.

*Nays*—None.

The following is said ordinance as passed:

ORDINANCE

To Approve Sale of Certain Land in Urban Renewal Project Hyde Park-Kenwood.

WHEREAS, The Urban Renewal Plan for Urban Renewal Project Hyde Park-Kenwood heretofore has been approved by the Department of Urban Renewal, and by the City Council of the City of Chicago; and

WHEREAS, The Department proposes to accept an offer to purchase a certain parcel of land, made by the Chicago Park District as set forth in Resolution No. 69-DUR-72, adopted by the Department on May 20, 1969, and further has submitted herewith the said proposed offer to the City Council of the City of Chicago for its approval; and

WHEREAS, Section 26 of the Urban Renewal Consolidation Act of 1961 provides that the sale of any real property by a Department of Urban Renewal where required to be for a monetary consideration, except public sales as provided in Section 18, shall be subject to the approval of the governing body of the municipality in which the real property is located; and

WHEREAS, The City Council has considered the said Resolution and the proposed sale of said parcel of land as provided therein, and it is the sense of the City Council that the sale is satisfactory and should be approved; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the sale proposed by the Department of Urban Renewal of a certain parcel of land in Urban Renewal Project Hyde Park-Kenwood is hereby approved as follows:

| *Purchaser* | *Parcel* | *Sq. Ft. Area* | *Price Per Sq. Ft.* | *Total* |
|---|---|---|---|---|
| Chicago Park District | PK-1D | 15,012.5 | $1.20 | $18,015.00 |

provided said figures are subject to adjustment upon the actual survey and determination of the square footage of said parcels.

SECTION 2. This ordinance shall be effective upon its passage and approval.

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## COMMITTEE ON TRAFFIC AND PUBLIC SAFETY.

### Parking-Meter Zones Established on Portions of Certain Streets.

The Committee on Traffic and Public Safety submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith (as a substitute for a proposed ordinance referred to the Committee on May 19, 1969) in reference to the establishment of parking-meter zones at sundry locations.

On motion of Alderman Wigoda said substitute proposed ordinance was *Passed*, by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Laurino, Scholl, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—41.

*Nays*—None.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 27-415 of the Municipal Code of Chicago, parking-meter zones are hereby established on the following streets, within the limits indicated:

| *Street* | *Limits* |
|---|---|
| W. Flournoy Street (both sides) | From S. Wood Street to S. Paulina Street; |
| W. Polk Street (both sides) | From S. Damen Avenue to S. Paulina Street; |
| S. Wood Street (east side) | From W. Taylor Street to W. Polk Street; |
| S. Hermitage Avenue (both sides) | From W. Polk Street to W. Flournoy Street. |

The portions of streets above designated and shown in detail and particularity on the plans and drawings filed with the Bureau of Street Traffic shall be added to and constitute a part of the "Medical Center District Area No. 113" (Project MCD).

SECTION 2. Pursuant to Section 27-328 of said Code, parking in such parking-meter zones shall be limited to two hours during the period between nine o'clock a.m. and eight o'clock p.m. every day of the week.

Provided, however, that whenever the Commissioner of Streets and Sanitation on the basis of a traffic-engineering survey, determines that parking in certain specified meter stalls in the said meter area should be limited to a lesser or greater period of time, he may designate the particular meters and the limit applicable thereto. The limited time meters in such meter stalls shall be conspicuously marked so as to clearly distinguish them from the hourly meters.

SECTION 3. Pursuant to Section 27-328 of said Code, fees for parking in such parking-meter zones during the period of time parking is limited to two hours, shall be five cents for one hour, or any part thereof, not to exceed a total of two hours.

SECTION 4. Pursuant to Section 27-410 of the said Code, freight curb loading zones are hereby established in such parking-meter zones as shown on said plans and drawings filed herewith.

SECTION 5. Parking shall be prohibited in each freight curb loading zone during the periods of time parking is prohibited in the parking meter zone located adjacent thereto.

SECTION 6. Pursuant to Section 27-410 of said Code, parking in each freight curb loading zone shall be limited to the time and to the purposes designated in Section 27-325 of said Code during the periods of time parking is limited to two hours in the parking meter zones located adjacent thereto.

SECTION 7. All ordinances and parts of ordinances in conflict herewith are repealed or modified to the extent of such conflict.

SECTION 8. This ordinance shall take effect and be in force from and after its passage and publication.

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### Regulations Prescribed or Discontinued in Reference to Parking of Vehicles on Sundry Streets.

The Committee on Traffic and Public Safety submitted reports recommending that the City Council pass four proposed ordinances transmitted therewith (as substitutes for proposed ordinances previously referred to the committee or recommended by the Commissioner of Streets and Sanitation) in reference to the parking of vehicles on sundry streets.

On separate motions made by Alderman Wigoda *each* of the said substitute proposed ordinances was *Passed*, by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Laurino, Scholl, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—41.

*Nays*—None.

Said ordinances as passed read respectively as follows (the Italic heading in each case not being a part of the ordinance):

*Prohibitions at All Times against Parking of Vehicles.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 27-413 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle at any time upon the following public ways in the areas indicated:

| *Public Way* | *Area* |
|---|---|
| W. Jarvis Avenue (south side) | From a point 55 feet west of N. California Avenue to a point 40 feet west thereof; |

| *Public Way* | *Area* |
|---|---|
| S. Marshfield Avenue (west side) | From W. 18th Street to a point 125 feet north thereof; |
| N. Pueblo Avenue (east side) | From W. Berteau Avenue to W. Montrose Avenue; |
| N. Rockwell Street (east side) | From a point 50 feet south of W. Wabansia Avenue to a point 50 feet south thereof; |
| W. 79th Street (north side) | From S. Keating Avenue to S. Kilpatrick Avenue; |
| W. Washington Boulevard (south side) | From a point 90 feet east of N. Hoyne Avenue to a point 37 feet east thereof. |

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

*Prohibitions against Parking of Vehicles during Specified Hours on Portions of Sundry Streets.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 27-414 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle upon the following public ways in the areas indicated, during the hours specified:

| *Public Way* | *Limits and Time* |
|---|---|
| N. Artesian Avenue (both sides) | From a point 175 feet north of W. Lake Street to a point 55 feet north thereof—8:00 A.M. to 6:00 P.M.—except on Sundays and holidays; |
| S. Elizabeth Street (east side) | From a point 60 feet south of W. 115th Street to a point 45 feet south thereof — 11:00 A.M. to 5:00 P.M. — Tuesdays only; |
| E. 55th Street (north side) | From a point 185 feet west of S. Harper Avenue to a point 45 feet west thereof —10:00 A.M. to 4:00 P.M. —Saturdays only; |
| N. Harlem Avenue (east side) | From W. Altgeld Street to W. Wrightwood Avenue — 4:00 P.M. to 6:00 P.M. — except on Saturdays, Sundays and holidays; |
| W. Iowa Street (south side) | From a point 125 feet west of N. Hoyne Avenue to a point 35 feet west thereof —8:00 A.M. to 6:00 P.M.—except on Sundays and holidays. |

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

*Limitation on Parking of Vehicles during Specified Hours on Portions of Specified Streets.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 27-414 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle upon the following public ways in the areas indicated, for a longer time than is herein specified, during the hours designated:

| *Public Way* | *Limits and Time* |
|---|---|
| S. Lawndale Avenue (west side) | From W. Hayford Street to W. 76th Place — 1 hour — 9:00 A.M. to 6:00 P.M.—except on Saturdays, Sundays and holidays; |
| N. Lowell Avenue (both sides) | From W. Lawrence Avenue to W. Ainslie Street — 2 hours — 8:00 A.M. to 8:00 P.M.—except on Saturdays, Sundays and holidays; |
| S. New England Avenue (both sides) | From W. Archer Avenue to the first alley south thereof — 1 hour — 9:00 A.M. to 6:00 P.M.—except on Sundays and holidays. |

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

*Discontinuance of Limitation on Parking of Vehicles during Specified Hours on Portion of N. Northwest Highway.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the ordinance passed January 17, 1958, printed on page 7179 of the Journal of the Proceedings of said date, limiting the parking of vehicles during specified hours on portions of sundry streets, be and the same is hereby amended by striking therefrom the following:

| | |
|---|---|
| "N. Northwest Highway (west side) | From W. Bryn Mawr Avenue to N. Meade Avenue—1 hour—8:00 A.M. to 6:00 P.M.—except on Sundays and holidays". |

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

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**Loading Zones Established on Portions of Specified Streets.**

The Committee on Traffic and Public Safety submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith (as a substitute for proposed ordinances previously referred to the Committee on April 25 and May 14, 1969) in reference to establishing loading zones on portions of specified streets.

On motion of Alderman Wigoda said substitute proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Laurino, Scholl, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—41.

*Nays*—None.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That in accordance with the provisions of Section 27-410 of the Municipal Code of Chicago, the following locations are hereby designated as loading zones for the distances specified, during the hours designated:

| *Public Way* | *Distance and Hours* |
|---|---|
| W. Fullerton Avenue (south side) | From a point 110 feet east of N. Kedzie Blvd. (service drive) to a point 35 feet east thereof—9:00 A.M. to 6:00 P.M.—except on Sundays and holidays; |
| W. Germania Place (north side) | From a point 95 feet west of N. Clark Street to a point 35 feet west thereof; |
| E. Illinois Street (south side) | From a point 30 feet west of N. Orleans Street to a point 45 feet west thereof—8:00 A.M. to 6:00 P.M.—except on Sundays and holidays; |
| N. Parkside Avenue (east side) | From a point 60 feet south of W. Division Street to a point 45 feet south thereof —8:00 A.M. to 6:00 P.M.—except on Saturdays, Sundays and holidays. |

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

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### Weight Limitations Established on Portions of Certain Streets.

The Committee on Traffic and Public Safety submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith (as a substitute for proposed ordinances previously referred to the Committee on April 25 and May 14, 1969) in reference to the establishment of weight limitations on portions of certain streets.

On motion of Alderman Wigoda said substitute proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Laurino, Scholl, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—41.

*Nays*—None.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 27-418 of the Municipal Code of Chicago, the maximum weight permitted to be carried by any truck or commercial vehicle upon the following public ways between the limits indicated (except for the purposes of delivering or picking up material or merchandise) shall be as follows:

| *Public Way* | *Limits and Maximum Load* |
|---|---|
| S. Albany Avenue | From W. Columbus Avenue to W. 77th Street—5 tons; |
| W. Belden Avenue | From N. Laramie Avenue to N. Long Avenue—5 tons; |
| W. Dickens Avenue | From N. Laramie Avenue to N. Lockwood Avenue — 5 tons; |
| N. Latrobe Avenue | From W. Grand Avenue to W. Fullerton Avenue—5 tons; |
| N. Lockwood Avenue | From W. Grand Avenue to W. Fullerton Avenue—5 tons; |
| N. Long Avenue | From W. Grand Avenue to W. Fullerton Avenue—5 tons; |
| N. Lorel Avenue | From W. Grand Avenue to W. Fullerton Avenue—5 tons; |
| W. Palmer Street | From N. Laramie Avenue to N. Long Avenue—5 tons. |

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

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### Vehicular-Traffic Movements Restricted or Amended Relating to Single Directions on Portions of Public Ways.

The Committee on Traffic and Public Safety submitted reports recommending that the City Council pass two proposed ordinances transmitted therewith (as substitutes for proposed ordinances previously referred to the Committee on May 14, 1969) in reference to the restriction or amendment of vehicular-traffic movements to single directions on portions of certain public ways.

On separate motions made by Alderman Wigoda *each* of the said substitute proposed ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Laurino, Scholl, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—41.

*Nays*—None.

Said ordinances as passed read respectively as follows (the Italic heading in each case not being a part of the ordinance):

*Vehicular-Traffic Movements Restricted to Single Direction in Specified Alley.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 27-403 of the Municipal Code of Chicago, the operator of a vehicle shall operate such vehicle only in the direction specified below on the public ways between the limits indicated:

| *Public Way* | *Limits and Direction* |
|---|---|
| First alley east of S. Dr. Martin Luther King, Jr. Drive | Between E. 46th Street and E. 46th Place—southerly. |

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

### *Vehicular-Traffic Movements Amended on Portion of S. Emerald Av.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the ordinance passed January 17, 1961, printed on page 4326 of the Journal of the Proceedings of said date, restricting vehicular traffic to a single direction on portions of sundry streets, be and the same is hereby amended by striking therefrom the words and figures "W. 110th Street" and inserting in lieu thereof "W. 107th Street", relating to S. Emerald Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

## Restriction on Speed of Vehicles Amended on Portion of N. Milwaukee Av.

The Committee on Traffic and Public Safety submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the ordinance passed May 6, 1959, printed on pages 166-167 of the Journal of the Proceedings of said date, restricting the speed of vehicles on portions of sundry streets, be and the same is hereby amended by striking therefrom the following:

| | |
|---|---|
| "N. Milwaukee Avenue | From W. Foster Avenue to N. Canal Street—25 miles per hour", |

and inserting in lieu thereof the following:

| | |
|---|---|
| "N. Milwaukee Avenue | From W. Foster Avenue to W. Division Street—25 miles per hour", |

and also:

| | |
|---|---|
| "N. Milwaukee Avenue | From W. Chicago Avenue to N. Canal Street—25 miles per hour". |

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

On motion of Alderman Wigoda the foregoing substitute proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Laurino, Scholl, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—41.

*Nays*—None.

## Regulations Amended Governing Definition of Bicycles (Sec. 27-200 of Municipal Code).

The Committee on Traffic and Public Safety submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That Chapter 27 of the Municipal Code of Chicago, Section 27-200 be amended by deleting the following:

> "Bicycle. Every device propelled by human power upon which any person may ride, having two tandem wheels either of which is twenty inches or over in diameter, and including any device generally recognized as a bicycle though equipped with two front or two rear wheels."

and substituting therefor the following:

> "Bicycle. Every device propelled by human power upon which any person may ride, having two tandem wheels either of which is more than twenty inches in diameter, and including any device generally recognized as a bicycle though equipped with two front and two rear wheels."

SECTION 2. The invalidity of any section or part of any section of this ordinance shall not affect the validity of any other section or part thereof.

SECTION 3. This ordinance shall be effective upon its passage and publication.

On motion of Alderman Wigoda the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Laurino, Scholl, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—41.

*Nays*—None.

### *Failed to Pass*—PROPOSED ORDINANCES AND ORDERS RELATING TO TRAFFIC REGULATIONS, TRAFFIC SIGNS, ETC. *(Adverse Committee Recommendations).*

The Committee on Traffic and Public Safety submitted a report recommending that the City Council *Do Not Pass* sundry proposed ordinances and proposed orders (transmitted with the committee's report) relating to traffic regulations, traffic signs, etc.

Alderman Wigoda moved to *Concur* in the committee's recommendations. The question in reference to each proposed ordinance or proposed order thereupon became: *Shall the proposed ordinance (or proposed order) Pass, notwithstanding the committee's adverse recommendation?;* and the several questions being so put, each of the said proposed ordinances and proposed orders *Failed to Pass,* by yeas and nays as follows: *Yeas*—None; *Nays*—41.

The committee report which lists said proposed ordinances and orders which *Failed to Pass* reads as follows:

CHICAGO, June 23, 1969.

*To the President and Members of the City Council:*

Your Committee on Traffic and Public Safety, begs leave to recommend that Your Honorable Body *Do Not Pass* sundry proposed ordinances and orders submitted herewith (which were referred to Your Committee on March 14, April 9, April 17, and May 14, 1969) concerning traffic regulations and traffic signs, etc., as follows:

*Proposed Prohibition at All Times against Parking of Vehicles:*

| | |
|---|---|
| W. 43rd Street (south side) | From S. Kedzie Avenue to S. Archer Avenue |

*Proposed Prohibitions against Parking of Vehicles during Specified Hours:*

| | |
|---|---|
| S. and W. Archer Avenue (both sides) | From S. Cicero Avenue to S. Harlem Avenue—7:00 A.M. to 9:00 A.M. |
| S. Laramie Avenue (both sides) | From the first alley north of S. Archer Avenue to the Belt Railroad tracks—7:00 A.M. to 9:00 A.M. |

*Proposed Limitation against Parking of Vehicles at All Times:*

| | |
|---|---|
| 1508 W. 48th Street (north sides) | 1 hour |

*Proposed Loading Zones:*

| | |
|---|---|
| E. 42nd Street | At Nos. 1 to 17—7:00 A.M. to 7:00 P.M. |
| S. Dr. Martin Luther King Jr. Drive | At No. 4735—9:00 A.M. to 8:00 P.M. |

*Proposed Weight Limitations:*

| | |
|---|---|
| S. Morgan Street | From W. 59th Street to W. 63rd Street—5 tons |
| E. 108th Street | From S. Avenue O to S. Burley Avenue—5 tons |

*Miscellaneous*
*(Referred to Your Committee on the dates noted in parentheses):*

(April 9, 1969) Proposed ordinance to remove "No Parking" signs from front of No. 22 W. Schiller Street;

(April 25, 1969) Proposed order to remove parking-meters from W. 69th Street (both sides) between S. Ashland Avenue and S. Justine Street;

(April 25, 1969) Proposed ordinance to amend ordinance passed September 21, 1962, establishing parking-meter zones by striking W. Chicago Avenue (south side) front of No. 1419 W.

(April 25, 1969) Proposed ordinance to amend ordinance heretofore passed striking parking prohibited at all times on E. 54th Street (north side) from S. Ingleside Aveune to S. Drexel Avenue;

(May 14, 1969) Proposed order for "Slow—School" signs on S. Dorchester Avenue between E. 76th Street and S. South Chicago Avenue;

(January 17, 1969) Proposed order for "Stop" signs at the following intersections of N. Long Avenue and W. Altgeld Street, W. Deming Place, W. Schubert Avenue, W. Drummond Place and W. Parker Avenue.

Respectfully submitted,
(Signed) PAUL T. WIGODA,
*Chairman.*

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# MATTERS PRESENTED BY THE ALDERMEN

**(Presented by Wards, in Order, Beginning with the Fiftieth Ward).**

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Claims.
4. Unclassified Matters (arranged in order according to Ward numbers).
5. Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection and Water Rate Exemptions, Etc.

*Proposed ordinances, orders and resolutions, described below, were presented by the aldermen named, as noted. Except where otherwise noted or indicated hereinbelow, unanimous consent was given to permit action by the City Council on each of said proposed ordinances, orders and resolutions without previous committee consideration, in accordance with the provisions of Council Rule 43.*

## 1. TRAFFIC REGULATIONS, TRAFFIC SIGNS AND TRAFFIC-CONTROL DEVICES.

### *Referred*—PROPOSED ORDER FOR INSTALLATION OF PARKING METERS ON PORTION OF W. GUNNISON ST.

Alderman O'Rourke (48th Ward) presented a proposed order for the installation of parking meters on W. Gunnison Street (north side) between N. Broadway and the first alley west thereof; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—PROPOSED ORDINANCE TO CHANGE AREA OF PARKING-METER ZONE ON PORTIONS OF N. BELL AND W. DEVON AVES.

Alderman Sperling (50th Ward) presented a proposed ordinance to amend the ordinance establishing "Parking Meter Area No. 19-WD" by adding thereto the following: "N. Bell Avenue (both sides) from W. Devon Avenue to the first alley north and south thereof" and "W. Devon Avenue (both sides) from N. Bell to N. Hamilton Avenues"; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—PROPOSED ORDINANCES TO PROHIBIT AT ALL TIMES PARKING OF VEHICLES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit at all times the parking of vehicles at the locations designated, for the distances specified, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Location and Distance* |
|---|---|
| Metcalfe (3rd Ward) | S. Wabash Avenue, at No. 4528 |
| Lupo (9th Ward) and Frost (21st Ward) | W. 111th Street (south side) between a point 85 feet west of S. State Street and a point 80 feet west thereof |
| Staszcuk (13th Ward) | W. 55th Street (south side) between S. Pulaski Road and S. Springfield Avenue |
| | S. Oakley Avenue (west side) between W. 78th Street and a point 50 feet south thereof |
| Marzullo (25th Ward) | S. Paulina Street, at Nos. 2333-2353 (165 feet) |
| | W. 23rd Street, at No. 1807 |
| McMahon (30th Ward) | N. Kostner Avenue (west side) between a point 55 feet south of W. Rice Street and a point 20 feet south thereof |
| Gabinski (32nd Ward) | N. Rockwell Street (east side) between a point 50 feet south of W. Wabansia Avenue and a point 50 feet south thereof |
| | N. Leavitt Street (east side) between W. North Avenue and the first east-west alley north thereof |
| Aiello (36th Ward) | W. Wabansia Avenue (both sides) between N. Kilpatrick Avenue and the first alley west thereof |
| Cullerton (for Fried, 42nd Ward) | N. Michigan Avenue (west side) between a point 80 feet south of E. Chestnut Street and a point 25 feet south thereof |
| McCutcheon (43rd Ward) | North-south portion of T-alley in rear of 1900 Block of N. Lincoln Avenue and parallel to Ogden Mall |
| | North-south alley south of and parallel to the 1900 Block of N. Lincoln Avenue |
| Fifielski (45th Ward) | W. Montrose Avenue (north side) between a point 132 feet west of the west property line of N. Milwaukee Avenue and a point 125 feet west thereof |
| | W. Montrose Avenue (south side) between a point 181 feet west of the west property line of N. Milwaukee Avenue and a point 90 feet west thereof |
| O'Rourke (48th Ward) | W. Carmen Avenue, at Nos. 901-903 |
| | N. Marine Drive, at No. 5030 (30 feet) |
| | W. Leland Avenue (south side) between a point 80 feet east of the east property line of N. Clarendon Avenue and a point 80 feet east thereof. |

### *Referred*—PROPOSED ORDINANCE TO DISCONTINUE PROHIBITION AGAINST PARKING OF VEHICLES AT ALL TIMES ON PORTION OF W. 82ND ST.

Alderman Hines (18th Ward) presented a proposed ordinance to discontinue the prohibition against the parking of vehicles at all times on W. 82nd Street (south side) between S. Western and S. Artesian Avenues; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—PROPOSED ORDER TO DISCONTINUE PROHIBITION AGAINST PARKING OF VEHICLES AT ALL TIMES AT NO. 22 W. SCHILLER ST.

Alderman McCutcheon (43rd Ward) presented a proposed order to discontinue the prohibition against the parking of vehicles at all times at No. 22 W. Schiller Street; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—PROPOSED ORDINANCE TO DISCONTINUE PROHIBITION AGAINST PARKING OF VEHICLES AT ALL TIMES ON PORTION OF W. GUNNISON ST. AND N. MAGNOLIA AV.

Alderman O'Rourke (48th Ward) presented a proposed ordinance to discontinue the prohibition against the parking of vehicles at all times on W. Gunnison Street (north side) between N. Broadway and N. Magnolia Avenue and on N. Magnolia Avenue (west side) between W. Lawrence Avenue and W. Gunnison Street; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—PROPOSED ORDINANCES TO PROHIBIT PARKING OF VEHICLES DURING SPECIFIED HOURS AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit the parking of vehicles, during the hours designated, at the locations specified, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Location, Distance and Time* |
|---|---|
| Staszcuk (13th Ward) | S. Kedzie Avenue (both sides) between W. 71st and W. 73rd Streets — 7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M. |
| Hines (18th Ward) | W. 82nd Street (both sides) between S. Western and S. Campbell Avenues (only on Saturdays, Sundays and holidays) |
| Keane (31st Ward) | W. Walton Street (south side) between W. Grand Avenue and a point 200 feet east thereof —8:00 A.M. to 6:00 P.M. (except on Saturdays, Sundays and holidays) |

| *Alderman* | *Location, Distance and Time* |
|---|---|
| Gabinski (32nd Ward) | N. Leavitt Street (both sides) between W. Wabansia Avenue and a point 110 feet south thereof — 8:00 A.M. to 6:00 P.M. (except on Saturdays, Sundays and holidays) |
| O'Rourke (48th Ward) | N. Clarendon Avenue (west side) between W. Leland Avenue and a point 50 feet south thereof — 8:00 A.M. to 6:00 P.M. (except on Saturdays, Sundays and holidays). |

### *Referred*—Proposed Ordinance to Change Area of Parking Prohibition at All Times on Portion of W. 111th St.

Alderman Lupo (9th Ward) and Alderman Frost (21st Ward) jointly presented a proposed ordinance to prohibit the parking of vehicles at all times on the north side of W. 111th Street between S. State Street and a point 185 feet west thereof (instead of 85 feet west thereof); which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—Proposed Ordinances to Establish Loading Zones at Sundry Locations.

The aldermen named below presented proposed ordinances to establish loading zones at the locations designated, for the distances specified, and for limited periods where so indicated, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Location, Distance and Time* |
|---|---|
| Bohling (7th Ward) | E. 75th Street, at Nos. 2430-2434 |
| Bilandic (11th Ward) | W. 36th Street (north side) between a point 20 feet west of S. Ashland Avenue and a point 30 feet west thereof — 9:00 A.M. to 6:00 P.M. (except on Saturdays, Sundays and holidays) |
| Bilandic (for Swinarski, 12th Ward) | S. Pulaski Road (east side) between a point 215 feet north of W. 46th Street and a point 50 feet north thereof |
| Marzullo (25th Ward) | W. Cermak Road, at No. 1827—9:00 A.M. to 6:00 P.M. |
| Marzullo (for Zydlo, 26th Ward) | W. Grand Avenue, at No. 2150 (alongside Nos. 503-511 N. Leavitt Street)—6:00 A.M. to 8:00 P.M. (except on Sundays and holidays) |
| Cullerton (for Fried, 42nd Ward) | W. Erie Street, at No. 148 |
| Singer (44th Ward) | N. Ashland Avenue, at No. 2717—95 feet—8:00 A.M. to 6:00 P.M. (except on Saturdays, Sundays and holidays) |
| Kerwin (46th Ward) | N. Halsted Street, at No. 3514 |
| Sperling (50th Ward) | W. Thorndale Avenue (south side) between N. Clark Street and alley west thereof. |

### *Referred*—Proposed Ordinance to Fix Weight Limit of Five Tons for Vehicles on Portion of S. Ewing Av.

Alderman Buchanan (10th Ward) presented a proposed ordinance to fix a weight limit of five tons for trucks and commercial vehicles on S. Ewing Avenue between E. 106th Street and E. 114th Street; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—Proposed Ordinances to Restrict Movement of Vehicular Traffic to Single Directions on Specified Public Ways.

The aldermen named below presented proposed ordinances to restrict the movement of vehicular traffic to the direction indicated in each case, on specified public ways, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Street, Distance and Direction* |
|---|---|
| Sheridan (16th Ward) | S. Elizabeth Street between W. 71st and W. 67th Streets—northerly |
| | S. Throop Street between W. 67th and W. 71st Streets — southerly |
| | S. Ada Street between W. 71st and W. 67th Streets—northerly |
| Keane (31st Ward) | W. LeMoyne Avenue between N. Central Park Avenue and N. Pulaski Road—westerly |
| | W. Beach Avenue between N. Central Park and N. Kedzie Avenues—easterly |
| | W. Hirsch Street between N. Harding and N. Central Park Avenues—easterly |
| | W. Potomac Avenue between N. Central Park and N. Hamlin Avenues—westerly |
| | W. Evergreen Avenue between N. Kedzie and N. Central Park Avenues—westerly |
| | W. Thomas Street between N. Pulaski Road and W. Grand Avenue—easterly |
| | W. Iowa Street between N. Homan Avenue and N. Pulaski Road—westerly |
| Casey (37th Ward) | First east-west alley north of W. Augusta Boulevard between N. Austin and N. Mason Avenues—westerly |
| McCutcheon (43rd Ward) | W. Webster Avenue between N. Clark Street and N. Lincoln Park West—easterly |
| | T-alley in the rear of 1900 block of N. Lincoln Avenue between W. Armitage Avenue and Ogden Mall—southerly. |

### *Referred*—Proposed Ordinance to Change Area for Movement of Vehicular Traffic to Single Direction on Portion of W. Rice St.

Alderman Marzullo (for Alderman Zydlo, 26th Ward) presented a proposed ordinance to restrict the movement of vehicular traffic to a westerly direction on W. Rice Street between N. Damen Avenue and first alley east of N. Western Avenue (instead of between N. Damen and N. Western Avenues); which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—Proposed Ordinance to Change Area for Movement of Vehicular Traffic to Single Direction on Portion of N. Kilpatrick Av.

Alderman Aiello (36th Ward) presented a proposed ordinance to restrict the movement of vehicular traffic to a northerly direction on N. Kilpatrick Avenue between W. North and W. Wabansia Avenues (instead of between W. North and W. Grand Avenues); which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—Proposed Order for Survey to Restrict Movement of Vehicular Traffic to Single Directions on Portions of Specified Streets in 7th Ward.

Alderman Bohling (7th Ward) presented a proposed order to cause a survey to be made with a view to restrict the movement of vehicular traffic to single directions on portions of specified streets; which was *Referred to the Committee on Traffic and Public Safety,* as follows:

S. Green Bay Avenue between E. 83rd and E. 86th Streets—northerly

E. 84th Street between S. Burley and S. Green Bay Avenues—easterly

E. 85th Street between S. Green Bay and S. Burley Avenues—westerly.

### *Referred*—Proposed Order for Survey to Restrict Movement of Vehicular Traffic to Single Directions on Specified Streets in 10th Ward.

Alderman Buchanan (10th Ward) presented a proposed order for a survey to restrict the movement of vehicular traffic to single directions on portions of specified streets; which was *Referred to the Committee on Traffic and Public Safety,* as follows:

S. Houston Avenue between E. 95th and E. 99th Streets—southerly

S. Exchange Avenue between E. 100th and E. 95th Streets—northerly

S. Escanaba Avenue between E. 95th and E. 100th Streets—southerly

S. Muskegon Avenue between E. 100th and E. 95th Streets—northerly

S. Manistee Avenue between E. 95th and E. 100th Streets—southerly.

### *Referred*—Proposed Order for Survey to Restrict Movement of Vehicular Traffic to Single Direction on Portion of N. Nora Av.

Alderman Cullerton (38th Ward) presented a proposed order for a survey to restrict the movement of vehicular traffic to a single direction on N. Nora Avenue between W. Belmont Avenue and W. Addison Street; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—Proposed Order for Survey to Restrict Movement of Vehicular Traffic to Single Direction on Portion of W. Grace St.

Alderman Kerwin (46th Ward) presented a proposed order for a survey to restrict the movement of vehicular traffic to a single direction on W. Grace Street between N. Lake Shore Drive and N. Broadway; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—Proposed Ordinance to Discontinue Restriction on Movement of Vehicular Traffic to Single Direction on Portion of N. Natchez Av.

Alderman Cullerton (38th Ward) presented a proposed ordinance to discontinue the restriction on movement of vehicular traffic to a single direction on N. Natchez Avenue between W. Irving Park Road and W. Dakin Street; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—Proposed Ordinances to Impose Speed Limits for Vehicles on Specified Streets.

The aldermen named below presented proposed ordinances to limit the speed of vehicles on specified streets, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Street, Distance and Speed* |
|---|---|
| Rayner (6th Ward) | S. Champlain Avenue between E. 65th and E. 68th Streets—20 miles per hour |
| Buchanan (10th Ward) | E. 103rd Street between S. Ewing and S. Green Bay Avenues—15 miles per hour |
| Cullerton (38th Ward) | N. Paris Avenue between W. Irving Park Road and W. Addison Street—30 miles per hour. |

### *Referred*—Proposed Order to Designate Portion of S. Green Bay Av. as "Service Drive".

Alderman Bohling (7th Ward) presented a proposed order to designate the east side of S. Green Bay Avenue between E. 83rd and E. 86th Streets as a "Service Drive"; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—Proposed Order to Designate Portion of W. Fletcher St. as "Service Drive".

Alderman Brandt (33rd Ward) presented a proposed order to designate the north side of W. Fletcher Street between N. Washtenaw Avenue and N. Rockwell Street as a "Service Drive"; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—Proposed Order for Survey of Traffic-Control Pattern at Specified Intersection.

Alderman Campbell (20th Ward) presented a proposed order for a survey of the most effective traffic controls at the intersection of E. 57th Street and S. Calumet Avenue; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—Proposed Order for Survey for Installation of Traffic Signals at Specified Intersection.

Alderman Singer (44th Ward) presented a proposed order for a survey for installation of traffic signals at the intersection of N. Lincoln Avenue, W. School Street and N. Marshfield Avenue; which was *Referred to the Committee on Traffic and Public Safety.*

*Referred*—Proposed Orders for Installations of Traffic-Control Signals.

The aldermen named below presented proposed orders for installations of "Stop and Go" lights at the intersections specified, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Intersection* |
|---|---|
| Aiello (36th Ward) | N. Kilpatrick and W. North Avenues |
| Wigoda (49th Ward) | W. Farwell Avenue and N. Clark Street. |

*Referred*—Proposed Order for Survey for Installation of Traffic Signs at Specified Intersection.

Alderman Singer (44th Ward) presented a proposed order for a survey for installation of "Stop" signs at the intersection of N. Geneva Terrace and W. Fullerton Parkway; which was *Referred to the Committee on Traffic and Public Safety.*

*Referred*—Proposed Orders for Installations of Traffic Signs.

The aldermen named below presented proposed orders for installations of traffic signs, of the nature indicated and at the locations specified, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Location and Type of Sign* |
|---|---|
| Rayner (6th Ward) | S. Champlain Avenue at E. 66th Street and E. 67th Street—"Slow-Children Crossing" |
| Buchanan (10th Ward) | S. Green Bay Avenue and E. 103rd Street—"Stop" |
| | S. Cregier Avenue and E. 88th Street—"4-Way Stop" |
| | S. Chappel Avenue between E. 96th Street and E. 97th Place—"Slow-Children" |
| Frost (21st Ward) | S. Genoa Avenue and W. 97th Street—"4-Way Stop" |
| Marzullo (for Zydlo, 26th Ward) | W. Iowa Street and N. Wolcott Avenue—"Stop" |
| McCutcheon (43rd Ward) | N. Lincoln Park West and W. Wisconsin Street — "Street Ends-No Outlet" |
| Singer (44th Ward) | Alley in rear of 1500 block of W. Melrose Street between N. Ashland and N. Greenview Avenues — "No Ballplaying Allowed". |

## 2. ZONING ORDINANCE AMENDMENTS.

*Referred*—Proposed Ordinances to Reclassify Particular Areas.

Proposed ordinances for amendment of the Chicago Zoning Ordinance, for the purpose of reclassifying particular areas, were presented by the Aldermen named below, respectively, and were *Referred to the Committee on Buildings and Zoning,* as follows:

By Alderman Cullerton (38th Ward):

To classify as a Business Planned Development instead of a B5-1 General Service District and a C2-1 General Commercial District the area shown on Map No. 15-P bounded by

the south line of the right of way of the John F. Kennedy Expressway; a line 100 feet west of the center line of N. Pueblo Avenue; the north line of W. Bryn Mawr Avenue; a line 833.34 feet west of the center line of N. Pueblo Avenue; a line 459.75 feet north of the north line of W. Bryn Mawr Avenue; and N. Delphia Avenue, or the line thereof if extended where no street exists.

By Alderman Laurino (39th Ward):

To classify as a C2-1 General Commercial District instead of a B4-1 Restricted Service District the area shown on Map No. 11-K bounded by

W. Eastwood Avenue; N. Pulaski Road; W. Wilson Avenue; and the alley next west of and parallel to N. Pulaski Road.

## 3. CLAIMS.

Claims against the City of Chicago were presented by the aldermen designated below, respectively, for the claimants named, which were *Referred to the Committee on Finance,* as follows:

| *Alderman* | *Claimant* |
|---|---|
| Hubbard (2nd Ward) | G. Brown |
| Metcalfe (3rd Ward) | Mrs. U. N. Caswell |
| Despres (5th Ward) | Horace F. Perkins, The Catholic Bishop of Chicago (Mount Carmel High School) |
| Cousins (8th Ward) | John Allen, South Shore Hospital |
| Marzullo (25th Ward) | Elornor Carter |

| *Alderman* | *Claimant* |
|---|---|
| Sain (27th Ward) | B. W. Handler Construction Company |
| Jambrone (28th Ward) | Harry Bohlahanis |
| Simon (40th Ward) | Mrs. Elizabeth Zatz |
| Scholl (41st Ward) | Robert L. Shoyer and Associates |
| Hoellen (47th Ward) | Paul R. Miner |
| Sperling (50th Ward) | Jewish Vocational Service. |

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## 4. UNCLASSIFIED MATTERS

### (Arranged in Order According to Ward Numbers).

***Proposed ordinances, orders and resolutions were presented by the aldermen named below, respectively, and were acted upon by the City Council in each case in the manner noted, as follows:***

### Presented by
### ALDERMAN ROTI (1st Ward):

### Permission Granted for Closing to Traffic Portion of W. 17th St. at Specified Times for Youth Recreational Activities.

A proposed order reading as follows:

*Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to grant permission to the Neighborhood Service Organization of the United Christian Community Services, No. 1831 S. Racine Avenue, to close to traffic W. 17th Street between S. Racine Avenue and S. Carpenter Street, as follows:

Daily, Mondays through Fridays, for the period from the date of passage of this order to September 1, 1969, inclusive, from 11:30 a.m. to 9:30 p.m.;

Tuesday, July 1, 1969—5:00 p.m. to 9:30 p.m.;

Wednesday, July 2, 1969 — 7:00 p.m. to 10:00 p.m.;

Wednesday, July 9, 1969 — 7:00 p.m. to 10:00 p.m.;

Wednesday, July 16, 1969 — 7:00 p.m. to 10:00 p.m.;

Wednesday, July 23, 1969 — 7:00 p.m. to 10:00 p.m.;

Wednesday, July 30, 1969 — 7:00 p.m. to 10:00 p.m.;

in conjunction with the organization's annual summer youth recreational program and activities.

On motion of Alderman Roti said proposed order was *Passed.*

### Issuance of Carnival Permit Authorized.

**Also a proposed order reading as follows:**

*Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to issue a permit to St. Pius Church (Dominican Fathers and Brothers), a regularly organized charitable or religious organization, for the period beginning August 8, 1969 and ending August 18, 1969, inclusive, for the conduct of a carnival or street fair on W. Cullerton Street between S. Ashland Avenue and S. Laflin Street, in accordance with the City's carnivals ordinance, Sections 34-49.1 to 34-49.5, inclusive; and upon issuance of said permit the Commissioner of Streets and Sanitation shall provide barricades to prohibit vehicular traffic over the portion of the street affected, as provided by said carnivals ordinance.

On motion of Alderman Roti said proposed order was *Passed.*

### Issuance of Canopy Permit Authorized.

Also a proposed order reading as follows:

*Ordered,* That the City Comptroller is hereby authorized to issue a permit to Motor Club Service Corporation, to maintain an existing canopy over the sidewalk in E. South Water Street, attached to the building or structure located at Nos. 66-68 E. South Water Street, for a period of ten years from and after July 16, 1969, in accordance with plans and specifications filed with the Commissioner of Public Work and approved by the Commissioner of Buildings and the Chief Fire Prevention Engineer, said canopy not to exceed 25 feet in length nor 14 feet in width: upon the filing of the application and bond and payment of the initial compensation provided for by ordinances relating to the construction and maintenance of canopies.

On motion of Alderman Roti said proposed order was *Passed.*

*Referred*—PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE IN PUBLIC WAY.

Also a proposed ordinance for a grant of permission and authority to Ceylon Realty Company to excavate for, construct, maintain and use a vault (together with an opening) under the sidewalk beginning on the west line of N. Wabash Avenue approximately 30 feet north of the northwest corner of N. Wabash Avenue and E. Lake Street; also an elevator pit below the level of said vault and a cylinder casing below the elevator pit.—*Referred to the Committee on Local Industries, Streets and Alleys.*

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### Presented by
### ALDERMAN DESPRES (5th Ward):

### Drafting of Ordinance for Vacation of Alleys Directed.

A proposed order reading as follows:

*Ordered,* That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of all of the north-south and east-west 20-foot public alleys in the block bounded by E. 60th Street, E. 61st Street, S. University Avenue and S. Woodlawn Avenue, for the City of Chicago, The University of Chicago and the American Bar Foundation (Urban Renewal Redevelopment Project 60th-Cottage Grove); said ordinance to be transmitted to the Committee on Local Industries, Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Despres said proposed order was *Passed.*

*Referred*—PROPOSED RESOLUTION FOR PREPARATION OF ADEQUATE INDEX TO MUNICIPAL CODE OF CHICAGO.

Also a proposed resolution to request the Department of Law to prepare a modern index to the Municipal Code of Chicago.—*Referred to the Committee on Judiciary.*

### Presented by
### ALDERMAN DESPRES (5th Ward) and OTHERS:

*Referred*—PROPOSED RESOLUTION TO DISCONTINUE USE OF CHEMICAL MACE.

A proposed resolution (presented by Aldermen Despres, Rayner, Cousins, Simon and Singer) to direct all departments of the City to discontinue the use of chemical mace because of its failure to meet U. S. Army safety requirements.

Two committees having been called (the Committee on Health and the Committee on Police, Fire, Civil Service, Schools and Municipal Institutions), said proposed resolution was *Referred to the Committee on Committees and Rules* in accordance with the provisions of Council Rule 44.

*Referred*—PROPOSED RESOLUTION TO MEMORIALIZE U.S. GOVERNMENT TO CEASE PROSECUTIONS AND DISMISS CASES ARISING OUT OF 1968 DEMOCRATIC NATIONAL CONVENTION.

Also a proposed resolution (presented by Aldermen Despres, Rayner and Cousins) to memorialize the executive branch of the United States Government to cease the prosecutions and dismiss the cases arising out of the 1968 Democratic National Convention, etc.

Two committees having been called (the Committee on Finance and the Committee on Judiciary) said proposed resolution was *Referred to the Committee on Committees and Rules* in accordance with the provisions of Council Rule 44.

*Referred*—PROPOSED ORDINANCES TO REPEAL ORDINANCES VACATING PARTS OF S. BURLEY, S. BRANDON AND N. FRONTIER AVES.

Also two proposed ordinances (presented by Aldermen Despres, Rayner, Cousins, Simon, Scholl, McCutcheon and Hollen) to repeal two ordinances passed by the City Council on December 27, 1967, C.J. pages 2062-2064, vacating parts of S. Burley Avenue and S. Burley-S.Brandon Avenues, and to repeal the ordinances passed by the City Council on April 9, 1969, C.J. page 5265, vacating a part of N. Frontier Avenue.

Alderman Despres moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed ordinances. The motion to Suspend the Rules was *Lost,* by yeas and nays as follows:

*Yeas*—Aldermen Hubbard, Despres, Rayner, Bohling, Cousins, Staszcuk, Simon, Scholl, McCutcheon, Singer, Hoellen, Sperling—12.

*Nays*—Aldermen Roti, Metcalfe, Holman, Lupo, Buchanan, Bilandic, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Aiello, Casey, Cullerton, Laurino, Fifielski, Kerwin, Wigoda—31.

Thereupon, two committees having been called (the Committee on Finance and the Committee on Local Industries, Streets and Alleys), said proposed ordinances were *Referred to the Committee on Committees and Rules* in accordance with the provisions of Council Rule 44.

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### Presented by
### ALDERMAN LUPO (9th Ward):

#### Issuance of Permit to Conduct Old-Fashion Days Sidewalk Sale Authorized.

A proposed order reading as follows:

*Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to issue a permit to the Chicago South Chamber of Commerce, No. 11145 S. Michigan Avenue, to conduct its annual old-fashion days sidewalk sale on Thursday, Friday and Saturday, July 10-11-12, 1969, from 9:00 A.M. to 9:00 P.M. on the following-designated portions of streets:

S. Michigan Avenue between E. 103rd and E. 119th Streets;

S. Halsted Street between E. 103rd and E. 119th Streets;

E. and W. 103rd Street between S. Halsted Street and S. South Park Avenue;

E. and W. 111th Street between S. Halsted Street and S. Indiana Avenue;

E. and W. 115th Street between S. Halsted and S. Front Streets; and

E. and W. 119th Street between S. Halsted Street and S. Michigan Avenue.

On motion of Alderman Lupo said proposed order was *Passed.*

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### Presented by
### ALDERMAN BUCHANAN (10th Ward):

#### Issuance of Permit to Conduct Old-Fashion Days Sidewalk Sale on Portion of S. Ewing Av.

A proposed order reading as follows:

*Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to issue a permit to the East Side Businessmen to conduct its annual old-fashion days sidewalk sale on S. Ewing Avenue between E. 105th and E. 106th Streets on Sunday and Monday, July 14-15, 1969, from 9:00 A.M. to 9:00 P.M.

On motion of Alderman Buchanan said proposed order was *Passed.*

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### Presented by
### ALDERMAN BURKE (14th Ward):

#### Issuance of Carnival Permit Authorized.

A proposed order reading as follows:

*Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to issue a permit to Madonna Council No. 1135—Knights of Columbus, a regularly organized charitable or religious organization, for the period beginning June 20, 1969 and ending June 29, 1969, inclusive, for the conduct of a carnival or street fair on W. 46th Street between S. Halsted Street and S. Emerald Avenue, in accordance with the City's carnivals ordinance, Sections 34-49.1 to

34-49.5, inclusive; and upon issuance of said permit the Commissioner of Streets and Sanitation shall provide barricades to prohibit vehicular traffic over the portion of the street affected, as provided by said carnivals ordinance.

On motion of Alderman Burke said proposed order was *Passed.*

### Presented by
### ALDERMAN KRSKA (15th Ward):

### Permission Granted to Close to Traffic Portion of W. 60th St. for Conduct of Daily Vacation School Classes.

A proposed order reading as follows:

*Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to grant permission to the Marquette Manor Baptist Church, No. 6001 S. California Avenue, to close to traffic W. 60th Street from S. California Avenue to the first alley east thereof, from 9:30 A.M. to 12:00 Noon, daily, during the period from Monday, July 7, 1969 to Friday, July 18, 1969, with the exception of Saturday and Sunday, in connection with the conduct of daily vacation school classes of said church.

On motion of Alderman Krska said proposed order was *Passed.*

### Presented by
### ALDERMAN SHANNON (17th Ward):

### Drafting of Ordinance for Vacation and Opening of Alley Directed.

A proposed order reading as follows:

*Ordered,* That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of the north 133 feet, more or less, or the north-south 14-foot public alley and the east 50 feet of the east-west 12-foot public alley, also providing for the opening of an east-west 16-foot alley at the south terminus of the part of the north-south public alley to be vacated, all in the block bounded by W. 70th Street, W. 71st Street, S. Parnell Avenue and the right of way of the Chicago and Western Indiana Railroad, for the City of Chicago, St. Paul Foundation and the Chicago and Western Indiana Railroad Company (Urban Renewal Project Southeast-Englewood); said ordinance to be transmitted to the Committee on Local Industries, Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Shannon said proposed order was *Passed.*

*Referred*—PROPOSED ORDER FOR INSTALLATION OF MERCURY-VAPOR ARC STREET LIGHTING ON PORTION OF S. PARNELL AV.

Also a proposed order to direct the Commissioner of Streets and Sanitation to install mercury-vapor arc street lighting along S. Parnell Avenue between W. 84th and W. 85th Streets.—*Referred to the Committee on Finance.*

### Presented by
### ALDERMAN CAMPBELL (20th Ward):

### Building Declared Public Nuisance and Ordered Demolished.

A proposed ordinance reading as follows:

WHEREAS, The building located at No. 6026 S. Calumet Avenue is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; therefore

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The building located at No. 6026 S. Calumet Avenue, is declared a public nuisance, and the Commissioner of Buildings is authorized and directed to demolish the same.

SECTION 2. This ordinance shall be effective upon its passage.

On motion of Alderman Campbell said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Laurino, Scholl, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—41.

*Nays*—None.

### Permission Granted to Close to Traffic Portion of S. Shields Av. for Purpose of Conducting Recreational Community Programs.

Also a proposed order reading as follows:

*Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to grant permission to The New Shields Avenue Neighborhood Improvement Association, No. 357 W. 56th Place, to close to traffic S. Shields Avenue between W. Garfield Boulevard (W. 55th Street) and W. 57th Street from 6:00 P.M. to 8:00 P.M. daily during the period from June 16, 1969 to September 1, 1969, inclusive, in conjunction with the conduct of recreational, social and athletic programs for the youth of the community.

On motion of Alderman Campbell said proposed order was *Passed.*

### Presented by
### ALDERMAN FROST (21st Ward):

### Building Declared Public Nuisance and Ordered Demolished.

A proposed ordinance reading as follows:

WHEREAS, The building located at No. 318 W. 104th Street, is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; therefore

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The building located at No. 318 W. 104th Street, is declared a public nuisance, and the Commissioner of Buildings is authorized and directed to demolish the same.

SECTION 2. This ordinance shall be effective upon its passage.

On motion of Alderman Frost said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Laurino, Scholl, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—41.

*Nays*—None.

### Installation of Public Drinking Fountain Authorized and Directed.

Also a proposed order reading as follows:

> *Ordered,* That the Commissioner of Water and Sewers is hereby authorized and directed to give consideration to the installation of a public drinking fountain on the southeast corner of W. 112th Street and S. Bishop Street (Holy Name of Mary Church).

On motion of Alderman Frost said proposed order was *Passed.*

### *Referred*—PROPOSED ORDER FOR ERECTION OF ILLUMINATED SIGN.

Also a proposed order for issuance of a permit to Sun Oil Company (Flashtric Sign Company) to erect an illuminated sign to extend 72 feet above ground and to project over the sidewalk adjoining the premises at No. 9802 S. Halsted Street.—*Referred to the Committee on Buildings and Zoning.*

### *Referred*—PROPOSED ORDER FOR ESTABLISHMENT OF PLAYLOT AT SPECIFIED LOCATION.

Also a proposed order to direct the Committee on Finance and the Committee on Forestry and Recreation to give consideration to establishment of a playlot on vacant property located approximately 160 feet north of W. 100th Street and 125 feet west of S. May Street.—*Referred to the Committee on Finance.*

### *Referred*—PROPOSED ORDERS FOR PAVING OF STREET AND ALLEY BY SPECIAL ASSESSMENT.

Also two proposed orders to request the Board of Local Improvements to institute necessary proceedings to pave by special assessment the roadways of specified street and alley, which were *Referred to the Committee on Local Industries, Streets and Alleys,* as follows:

S. Green Street from W. 91st Street to W. 92nd Street;

Alley in the block bounded by S. Eggleston Avenue, S. Normal Avenue, W. 92nd Street and W. 93rd Street.

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## Presented by
## ALDERMAN MARZULLO (25th Ward):

### Buildings Declared Public Nuisances and Ordered Demolished.

A proposed ordinance reading as follows:

> WHEREAS, The buildings at the following locations, to wit:
>
> Nos. 2624-2626 W. Cermak Road, and
> No. 2861 W. 22nd Place,
>
> are so deteriorated and weakened that each is structurally unsafe and a menace to life and property in its vicinity; therefore
>
> *Be It Ordained by the City Council of the City of Chicago:*
>
> SECTION 1. The buildings at the following locations, to wit:
>
> Nos. 2624-2626 W. Cermak Road, and
> No. 2861 W. 22nd Place,
>
> are declared public nuisances, and the Commissioner of Buildings is authorized and directed to demolish the same.
>
> SECTION 2. This ordinance shall be effective upon its passage.

On motion of Alderman Marzullo said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Laurino, Scholl, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—41.

*Nays*—None.

### Request to International Harvester Co. to Reconsider Decision to Relocate and to Remain a Corporate Citizen of City of Chicago.

Also a proposed resolution reading as follows:

> WHEREAS, The International Harvester Company, Incorporated, to do business in 1918, soon became a major producer of motor trucks, agricultural implements and other heavy steel products, and needing a location with a plentiful labor market and excellent transportation facilities suitable for its vast requirements in the production of Crawler Tractors, the company opened its extensive tractor works plant in Chicago, at No. 2600 W. 31st Street. Since that time the company and the City of Chicago have enjoyed a fine relationship beneficial to all. The Company for many years has been a major employer in Chicago and has proved to be a good corporate neighbor and employer to those around it; and
>
> WHEREAS, The International Harvester Company, has recently announced its intention to close its vast Tractor Works at No. 2600 W. 31st Street. The result of such closing will be the end of a source of livelihood for many qualified workers and the dislocation of many families who have lived their lifetime in this neighborhood. Ultimately some 3500 jobs for inner city residents will be lost should International Harvester execute its move. Although the local union's contract covering separation pay and limited transfer rights provides some protection to the affected individuals, experience has shown that most employees are unable to secure employment in other company plans when such shutdowns occur; and
>
> WHEREAS, The Mayor and the City Council have always been concerned with and taken an active role in resolving employment problems within the City and the result has been the maintenance of the record of the City of Chicago as the greatest employment center in our country; now, therefore,
>
> *Be It Resolved by the Mayor and the members of the City Council,* That all City departments and agencies which may be concerned with this problem be alerted thereto and in cooperation with the company, be directed to seek solutions to those

situations prompting the International Harvester Company to move its plant and further, to seek to persuade the International Harvester Company to reconsider its decision and to remain a corporate citizen of the City of Chicago at its Tractor Works Plant.

Alderman Marzullo moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed resolution. The motion *Prevailed.*

On motion of Alderman Marzullo (seconded by Aldermen Buchanan, Despres, Campbell, Singer, Cousins, Collins, O'Rourke, Wigoda, Bilandic, Biggs and Fifielski) said proposed resolution was *Adopted.*

### Presented for ALDERMAN ZYDLO (26th Ward):

### Drafting of Ordinance for Vacation of Alley Directed.

A proposed order (presented by Alderman Marzullo) reading as follows:

> *Ordered,* That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of all of the east-west 16-foot public alley lying east of the north-south public alley, in the block bounded by W. Hubbard Street, W. Kinzie Street, N. Bishop Street and N. Armour Street, for Hubbard Street Building Corporation; said ordinance to be transmitted to the Committee on Local Industries, Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Marzullo said proposed order was *Passed.*

### Presented by ALDERMAN JAMBRONE (28th Ward):

### *Referred*—PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE IN PUBLIC WAY.

A proposed ordinance for a grant of permission and authority to Wallace E. Carroll to maintain and use an existing ornamental clock and temperature indicator located near the curb in the sidewalk space in front of the premises known as No. 4010 W. Madison Street.—*Referred to the Committee on Local Industries, Streets and Alleys.*

### Presented by ALDERMAN GABINSKI (32nd Ward):

### Issuance of Permit to Conduct Sidewalk Sale Authorized.

A proposed order reading as follows:

> *Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to issue a permit to the Greater Milwaukee Avenue Chamber of Commerce to conduct a sidewalk sale on both sides of N. Milwaukee Avenue between N. Damen Avenue and W. Division Street on Thursday, July 31, 1969, and on Friday, August 1, 1969, from 9:00 A.M. to 9:00 P.M.

On motion of Alderman Gabinski said proposed order was *Passed.*

### Presented by ALDERMAN BRANDT (33rd Ward) and ALDERMAN LASKOWSKI (35th Ward):

### Issuance of Permit to Conduct Sidewalk Sale Authorized.

A proposed order reading as follows:

> *Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to issue a permit to the Milwaukee-Diversey Chamber of Commerce, No. 2958 N. Milwaukee Avenue, to conduct a sidewalk sale on both sides of N. Milwaukee Avenue from N. Ridgeway Avenue to N. Kedzie Avenue on Thursday, July 31, 1969 and on Friday, August 1, 1969, from 9:00 A.M. to 8:00 P.M.

On motion of Alderman Brandt (seconded by Alderman Laskowski) said proposed order was *Passed.*

### Presented by ALDERMAN AIELLO (36th Ward):

### *Referred*—PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE IN PUBLIC WAY.

A proposed ordinance for a grant of permission and authority to Central Soya Company, Inc. to maintain and use an existing switch track on and across the 8-foot north-south public alley east of N. Leclaire Avenue 20 feet south of the southerly line of the right of way of the Chicago, Milwaukee, St. Paul and Pacific Railroad, thence across private property on and across N. Leclaire Avenue at a point 280 feet north of the north line of W. Moffat Street.—*Referred to the Committee on Local Industries, Streets and Alleys.*

### Presented by ALDERMAN CULLERTON (38th Ward):

### Issuance of Permit to Conduct Sidewalk Sale Authorized.

A proposed order reading as follows:

> *Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to issue a permit to Joy Lee, Lora Lynn and Pearl's Gift Shop to conduct a sidewalk sale in front of the premises at Nos. 6004-6008-6012 W. Belmont Avenue on Thursday, Friday and Saturday, June 12-13-14, 1969, from 9:00 A.M. to 9:00 P.M.

On motion of Alderman Cullerton said proposed order was *Passed.*

### Presented by ALDERMAN LAURINO (39th Ward):

### Buildings Declared Public Nuisances and Ordered Demolished.

A proposed ordinance reading as follows:

WHEREAS, The buildings at the following locations, to wit:

No. 3838 W. Ainslie Street (house and garage), and

No. 4418 N. Kildare Avenue

are so deteriorated and weakened that each is structurally unsafe and a menace to life and property in its vicinity; therefore

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The buildings at the following locations, to wit:

No. 3838 W. Ainslie Street (house and garage), and

No. 4418 N. Kildare Avenue

are declared public nuisances, and the Commissioner of Buildings is authorized and directed to demolish the same.

SECTION 2. This ordinance shall be effective upon its passage.

On motion of Alderman Laurino said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Laurino, Scholl, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—41.

*Nays*—None.

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### Presented by

### ALDERMAN SIMON (40th Ward) and OTHERS:

*Referred*—PROPOSED RESOLUTION TO CONDUCT STUDY AS TO SPECIFIED SUBJECTS AND GUIDELINES FOR FUTURE DECISIONS REGARDING AIRPORTS UNDER JURISDICTION OF CITY.

A proposed resolution (presented by Aldermen Simon, Hubbard, Despres, Rayner, Cousins, Scholl, Singer, Hoellen and O'Rourke) to request the Federal Aviation Administration and the Civil Aeronautics Board to conduct an inquiry into the following subjects so that the Mayor and the City Council, as well as the Department of Aviation, may have the benefits of such study and any guidelines developed therefrom in making future decisions regarding airports under the jurisdiction of the City:

A. The propriety of having pay toilets in a public airport, and if proper, the appropriate ratio that should be maintained between pay and free toilet facilities.

B. The standards of quality food served at public airports and the proper charges therefor.

C. Appropriate charges for parking of private automobiles in parking lots within the confines of public airports.

Two committees having been called (the Committee on Aviation and the Committee on Finance), said proposed resolution was *Referred to the Committee on Committees and Rules* in accordance with the provisions of Council Rule 44.

### Presented for

### ALDERMAN FRIED (42nd Ward):

### Drafting of Ordinance for Vacation of Portion of W. Eastman St. and Alley Directed.

A proposed order (presented by Alderman Cullerton) reading as follows:

*Ordered,* That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of the south 4 feet of that part of W. Eastman Street lying between N. Halsted Street and the first north-south public alley west thereof, for Midland Smelting Company; said ordinance to be transmitted to the Committee on Local Industries, Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Cullerton said proposed order was *Passed.*

*Referred*—PROPOSED ORDINANCES FOR GRANTS OF PRIVILEGES IN PUBLIC WAYS.

Also three proposed ordinances (presented by Alderman Cullerton) for grants of privileges in public ways, which were *Referred to the Committee on Local Industries, Streets and Alleys,* as follows:

Kraftco Corporation: to maintain and use two existing 3½ inch galvanized conduits (each 60 feet in length) under and across N. Peshtigo Court at a point 110 feet south of the south line of E. Grand Avenue;

Lissner Corporation: to maintain and use an existing switch track at street grade connecting with the southwesterly track of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company in N. North Branch Street at a point 230 feet westerly of the westerly line of N. Ogden Avenue, thence westerly a distance of 80 feet into private property;

Richheimer Coffee Company: to maintain and use an existing switch track at street grade in N. Kingsbury Street connecting with the westerly track of the Chicago, Milwaukee, St. Paul and Pacific Railroad beginning at a point 12 feet from the southeasterly corner of N. Kingsbury Street and N. Ogden Avenue, thence running southwesterly to a point 275 feet from the southerly line of N. Ogden Avenue for a distance of 155 feet.

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### Presented by

### ALDERMAN McCUTCHEON (43rd Ward):

### Permission Granted for Closing to Traffic Portions of Specified Streets for Conduct of Summer Recreational Programs.

Two proposed orders reading respectively as follows:

*Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to grant permission to the N. Dayton Block Club, No. 1984 N. Halsted Street (Mrs. Dorothy Baker, Chairman), to close to traffic N. Dayton Street between W. Willow Street and W. Wisconsin Avenue on Mondays through Fridays during the period from July 1, 1969 to August 31, 1969, inclusive, from 1:00 P.M. to 4:00 P.M., in conjunction with the Club's summer youth recreational programs.

*Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to grant permission to the Bissell Street Neighbors, No. 1929 N. Bissell Street (Guadalupe Medina, Chairman), to close to traffic N. Bissell Street between W. Armitage and W. Wisconsin Avenues, from 12:00 Noon to 4:00 P.M., daily, Mondays through Fridays, during the period from the date of passage of this order (which corresponds to the close of the public school term) to September 2, 1969, inclusive, in conjunction with the conduct of summer recreational programs for the youth of the area.

On separate motions made by Alderman McCutcheon *each* of the foregoing two proposed orders was *Passed.*

### Issuance of Carnival Permit to Conduct Street Fair on Specified Streets Directed.

Also a proposed order reading as follows:

*Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to issue a permit to The Lincoln Central Association, a regularly organized charitable or religious organization, for the period beginning July 19, 1969, from 12:00 Noon to 10:30 P.M., and ending July 20, 1969, from 12:00 Noon to 7:00 P.M., inclusive, for the conduct of a Street Fair on

W. Dickens Avenue between N. Lincoln Avenue and N. Larrabee Street;

N. Mohawk Street between W. Armitage and W. Dickens Avenues;

The north-south alley between N. Mohawk Street and N. Larrabee Street;

The north-south alley between N. Mohawk Street and N. Cleveland Avenue; and

The southeasterly-northwesterly alley between N. Lincoln Avenue and N. Larrabee Street,

in accordance with the City's carnivals ordinance, Sections 34-49.1 to 34-49.5, inclusive; and upon issuance of said permit the Commissioner of Streets and Sanitation shall provide barricades to prohibit vehicular traffic over the portions of the streets and alleys affected, as provided by said carnivals ordinance.

On motion of Alderman McCutcheon said proposed order was *Passed.*

### Permission Granted to Close to Traffic Specified Alleys for Conduct of Garden Walk.

Also a proposed order reading as follows:

*Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to close to traffic the north-south alley bounded by State Street, Dearborn Street, North Avenue and Schiller Street, and also the north-south alley bounded by Dearborn Street, Clark Street, Burton Place and Schiller Street, on Sunday, June 29, 1969, from 1:00 P.M. to 6:00 P.M., for the conduct of a garden walk to be sponsored by the North Dearborn Street Association — Miss Margery O'Dell, Chairman, No. 1523 N. Dearborn Street.

On motion of Alderman McCutcheon said proposed order was *Passed.*

### *Referred*—PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE IN PUBLIC WAY.

Also a proposed ordinance for a grant of permission and authority to 1335 Astor Cooperative Building, Inc. to maintain and use an existing vault under the west half of the north-south 16-foot public alley east of N. Astor Street north of the north line of E. Banks Street.—*Referred to the Committee on Local Industries, Streets and Alleys.*

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### Presented by

### ALDERMAN SINGER (44th Ward):

### Issuance of Permit to Conduct Sidewalk Sale Authorized.

A proposed order reading as follows:

*Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to issue a permit to the Lincoln-Belmont-Ashland Business Association to conduct a sidewalk sale on Thursday, July 10, 1969, from 9:30 A.M. to 9:30 P.M. on the sidewalks on both sides of the 3000-3100-3200-3300 Blocks of N. Lincoln Avenue, the 1500-1600 Blocks of W. Belmont Avenue, and the 3100-3200 Blocks of N. Ashland Avenue.

On motion of Alderman Singer said proposed order was *Passed.*

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### Presented by

### ALDERMAN KERWIN (46th Ward):

### Mayor's Championship Baseball Team Requests Opportunity of Scheduling Contest with Members of City Council.

A proposed order reading as follows:

WHEREAS, The Mayor has created among his Administrative Staff a baseball team; and

WHEREAS, It has come to the attention of the members of the City Council that such a team has had reluctance to play any persons other than Civil Service employees; and

WHEREAS, The members of the City Council feel that such a decision is discriminatory and might possibly lead to polarization; and

WHEREAS, Hopefully, meaningfully, and viably, the City Council feels that the Legislative and Administrative Arms of the City Government should play ball together; now, therefore,

*Be It Ordered,* That the Mayor's Champions hereby accept this challenge by the City Council to demonstrate their baseball prowess and athletic proclivities and to schedule a game, at a time and place to be designated, in which they will engage the members of the City Council in a contest of skill on the baseball diamond.

On motion of Alderman Kerwin said proposed order was *Passed.*

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### Presented by

### ALDERMAN HOELLEN (47th Ward):

### *Referred*—PROPOSED RESOLUTION TO CONSIDER FEASIBILITY OF CONSTRUCTION OF "AQUA-PORT" IN LAKE MICHIGAN.

A proposed resolution to request the Committee on Aviation to consider the feasibility of construction of an "Aqua-port" in Lake Michigan.—*Referred to the Committee on Aviation.*

### Presented by
### ALDERMAN O'ROURKE (48th Ward):

### Direction to Close to Traffic Portion of N. Lakewood Av. at Specified Hours for Conduct of Vacation School Program.

A proposed order reading as follows:

*Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to grant permission to the North Shore Baptist Church, No. 5244 N. Lakewood Avenue, to close to traffic the 5200 Block of N. Lakewood Avenue from 10:15 A.M. to 11:15 A.M. daily, Mondays through Fridays (except on Friday, July 4, 1969), during the period from Monday, June 30, 1969, to Friday, July 11, 1969, inclusive, in conjunction with its vacation church school program.

On motion of Alderman O'Rourke said proposed order was *Passed.*

*Referred*—PROPOSED RESOLUTION CONCERNING ENFORCEMENT OF REGULATIONS GOVERNING ABANDONED MOTOR VEHICLES, ETC.

Also a proposed resolution to request the Mayor to appoint a Committee of the City Council to investigate, make recommendations and to effectuate strict enforcement of Section 27-372 of the Municipal Code of Chicago concerning abandoned motor vehicles, to recommend providing of emergency or additional ponds for temporary storage of said vehicles, to determine feasibility of providing disposal centers where motorists can legally dispose of their junk motor vehicles, etc.

Alderman O'Rourke moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed resolution. The motion to Suspend the Rules was *Lost.*

Thereupon, two committees having been called (the Committee on Finance and the Committee on Police, Fire, Civil Service, Schools and Municipal Institutions) said proposed resolution was *Referred to the Committee on Committees and Rules* in accordance with the provisions of Council Rule 44.

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### Presented by
### ALDERMAN WIGODA (49th Ward):

*Referred*—PROPOSED RESOLUTION FOR HEARINGS FOR ESTABLISHING ONE CENTRAL AUTHORITY AND ONE CODE OVER ALL NEW HOSPITALS, NURSING HOMES, SHELTERED CARE AND HALF-WAY HOMES, ETC.

A proposed resolution to direct the Committee on Buildings and Zoning to hold hearings with various City departments, State and Federal agencies for the purpose of establishing one central authority and one code over all new hospitals, nursing homes, sheltered care and half-way homes, and child day care centers located within the corporate limits of the City.—*Referred to the Committee on Buildings and Zoning.*

### Presented by
### ALDERMAN WIGODA (49th Ward) and OTHERS:

### Congratulations Extended Ernie Banks on being Voted "The Greatest Cub Ever".

A proposed resolution (presented by Alderman Wigoda and many members of the City Council) reading as follows:

WHEREAS, Ernie Banks was this year, in a poll conducted by the Chicago Sun Times, voted "the greatest Cub ever"; and

WHEREAS, Ernie Banks during his long and glorious tenure as a member of the Chicago Cubs is the holder of many National League and many major league baseball records; and

WHEREAS, Ernie Banks, both as a great short stop and a great first baseman, in good times and in bad, has played his very best with high spirit and resolve; and

WHEREAS, Ernie Banks, as "Mr. Cub", has epitomized the very best in tradition of a great athlete and is a shining example of a great American for all to follow; now, therefore,

*Be It Resolved,* That the Mayor of the City of Chicago and the members of the City Council assembled this 23rd day of June, 1969, do hereby congratulate Ernie Banks on being voted "the greatest Cub ever", and wish that with his booming bat and great spirit that he lead the Cubs to the world championship in 1969.

Alderman Wigoda (seconded by Alderman Metcalfe) moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed resolution. The motion *Prevailed.*

On motion of Alderman Wigoda said proposed resolution was *Adopted.*

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### Presented by
### ALDERMAN SPERLING (50th Ward):

### Issuance of Canopy Permit Authorized.

A proposed order reading as follows:

*Ordered,* That the City Comptroller be and he is hereby authorized to issue a permit to Morris Friedman to maintain an existing canopy over the sidewalk in N. Talman Avenue, attached to the building or structure located at Nos. 6401-6411 N. Talman Avenue, for a period of ten years from and after July 17, 1969, in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Buildings and the Chief Fire Prevention Engineer, said canopy not to exceed 25 feet in length nor 10 feet in width: upon the filing of the application and bond and payment of the initial compensation provided for by ordinances relating to the construction and maintenance of canopies.

On motion of Alderman Sperling said proposed order was *Passed.*

*Referred*—PROPOSED ORDINANCE TO AMEND ORDINANCE PROVIDING FOR PLANNED CONSTRUCTION PROGRAM FOR 1971 FOR AINSLIE NO. 3 SEWER IMPROVEMENT PROJECT.

Also a proposed ordinance to amend the ordinance heretofore passed by the City Council providing for the Planned Construction Program for 1971 for the Ainslie No. 3 Sewer Improvement Project, by changing the effective date of said program from 1971 to 1969-1970.—*Referred to the Committee on Finance.*

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## 5. FREE PERMITS, LICENSE FEE EXEMPTIONS, CANCELLATION OF WARRANTS FOR COLLECTION, AND WATER RATE EXEMPTIONS, ETC.

**Proposed ordinances, orders, etc. described below, were presented by the aldermen named, and were *Referred to the Committee on Finance,* as follows:**

*Free Permits to Churches, Etc.:*

BY ALDERMAN CAMPBELL (20th Ward):

Antioch Missionary Baptist Church, No. 415 W. Englewood Avenue—construction of an addition to existing church building.

BY ALDERMAN SANDE (34th Ward):

John Symons YMCA (formerly Logan Square YMCA), Nos. 3606-3616 W. Fullerton Avenue—construction of new building, all electrical work and use of water in conjunction therewith.

BY ALDERMAN CULLERTON (For ALDERMAN FRIED, 42nd Ward):

St. Matthew Methodist Church, No. 1000 N. Orleans Street—construction of new church building.

BY ALDERMAN MCCUTCHEON (43rd Ward):

Chicago Youth Centers, Nos. 1945-1948 N. Sheffield Avenue—construction of new center, all electrical work and use of water in conjunction therewith.

*License Fee Exemptions for Homes, Hospitals, Day Care Centers, Etc.:*

BY ALDERMAN ROTI (1st Ward):

Marcy-Newberry Association, Inc., No. 1073 W. Maxwell Street.

BY ALDERMAN COUSINS (8th Ward):

South Shore Hospital, Nos. 8001-8025 S. Luella Avenue.

BY ALDERMAN SHERIDAN (16th Ward):

The Englewood Hospital Association, No. 6001 S. Green Street.

BY ALDERMAN FROST (21st Ward):

Beth Eden Baptist Church, No. 1350 W. 111th Place.

BY ALDERMAN GABINSKI (For ALDERMAN ZYDLO, 26th Ward):

Erie Neighborhood House, No. 1347 W. Erie Street.

BY ALDERMAN JAMBRONE (28th Ward):

Garfield Park Community Hospital, Nos. 3813-3835 W. Washington Boulevard.

BY ALDERMAN KEANE (31st Ward):

Walther Memorial Hospital, No. 1116 N. Kedzie Avenue.

BY ALDERMAN SCHOLL (41st Ward):

Norwood Park Presbyterian Church Day Care Center, No. 5849 N. Nina Avenue.

BY ALDERMAN SINGER (44th Ward):

St. Joseph Hospital, No. 2900 N. Lake Shore Drive.

BY ALDERMAN KERWIN (46th Ward):

American Hospital of Chicago, No. 850 W. Irving Park Road.

*Cancellation of Warrants for Collection:*

BY ALDERMAN ROTI (1st Ward):

Louise Burg Hospital, No. 255 W. Cermak Road—maintenance of fire alarm box.

Louise Burg Hospital, No. 255 W. Cermak Road—elevator inspection.

BY ALDERMAN DESPRES (5th Ward):

Drexel Home, No. 6140 S. Drexel Avenue—fuel burning equipment inspection.

BY ALDERMAN SAIN (27th Ward):

Chicago Christian Industrial League, No. 28 S. Sangamon Street—sign inspection.

Chicago United Mission, No. 34 S. Desplaines Street—sign inspection.

Dawes Center, No. 12 S. Peoria Street—sign inspection.

Bible Rescue Mission, No. 915 W. Madison Street—sign inspection.

BY ALDERMAN SANDE (34th Ward):

Northwest Home for the Aged, No. 2942 W. Palmer Street—elevator inspection.

Lutheran Day Nursery, No. 1802 N. Fairfield Avenue—elevator inspection.

BY ALDERMAN CULLERTON (For ALDERMAN FRIED, 42nd Ward):

Chicago Youth Center, No. 1011 N. Orleans Street—sign inspection.

BY ALDERMAN SINGER (44th Ward):

St. Luke's Evangelical Lutheran Church, No. 1500 W. Belmont Avenue—mechanical ventilation system inspection.

Second Church of Christ Scientist, No. 2700 N. Pine Grove Avenue—cancellation of all inspection fees.

BY ALDERMAN SPERLING (50th Ward):

Edgewater Hospital, No. 5700 N. Ashland Avenue—elevator inspections (2).

*Cancellation of Existing Water Rates and for Exemption from Future Rates:*

BY ALDERMAN RAYNER (6th Ward):

Essex Community Church and Parsonage, No. 7240 S. Blackstone Avenue.

# UNFINISHED BUSINESS.

### Approval Given to Workable Program for Community Improvement for 1968.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on May 28, 1969, pages 5584-5585, recommending that the City Council adopt a proposed resolution transmitted with the committee report for approval of the 1968 Progress Report of the Workable Program for Community Improvement (printed in Committee Pamphlet No. 15).

Alderman Keane moved to Adopt said proposed resolution.

Alderman Simon presented an amendment to add certain language to the sixth paragraph from the end of section entitled "Public Safety and Health Programs", appearing on page 82.

Alderman Keane moved to *Lay the Amendment on the Table.* The motion to Lay on the Table, *Prevailed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Bohling, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Aiello, Casey, Cullerton, Laurino, Singer, Fifielski, Kerwin, O'Rourke, Wigoda—36.

*Nays*—Aldermen Despres, Cousins, Simon, Scholl, Sperling—5.

Alderman Simon then presented an amendment to add certain language to the fifth paragraph from the end of section entitled "Public Safety and Health Programs", appearing on page 82.

Alderman Keane moved to *Lay the Amendment on the Table.* The motion to Lay on the Table *Prevailed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Aiello, Casey, Cullerton, Laurino, Fifielski, Kerwin, Wigoda—33.

*Nays*—Aldermen Despres, Rayner, Cousins, Simon, Scholl, Singer, Sperling—7.

—

At this point in the meeting, the Mayor relinquished the Chair to President Pro Tem. Metcalfe.

—

Alderman Rayner moved to *Re-refer* to the Committee on Finance the 1968 Workable Program for Community Improvement.

Alderman Keane moved to *Lay the Motion to Re-refer on the Table.* The motion to Lay on the Table *Prevailed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Aiello, Casey, Cullerton, Laurino, Scholl, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—36.

*Nays*—Aldermen Despres, Rayner, Cousins, Simon, Singer—5.

Alderman Simon next presented seven proposed amendments to specified pages of the 1968 Workable Program concerning performances by various City Departments and Agencies.

Alderman Keane moved to *Lay each of said Proposed Amendments on the Table.* The motion *Prevailed.*

The main question thereupon being put, on the *Adoption* of the proposed resolution, the motion *Prevailed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Bohling, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Aiello, Casey, Cullerton, Laurino, Scholl, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—38.

*Nays*—Aldermen Despres, Rayner, Cousins, Simon —4.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said resolution as adopted:

> WHEREAS, The Housing Act of 1954 provides that Federal Housing and Renewal aids will be extended to communities having a Workable Program for Community Improvement; and
>
> WHEREAS, The City of Chicago has submitted such program for Community Improvements annually since 1954; and
>
> WHEREAS, The 1968 Workable Program for Community Improvement fully represents the City's comprehensive activities devoted to the elimination and prevention of slums, blight and deterioration; now, therefore,
>
> *Be It Resolved by the City Council of the City of Chicago,* That the City Council of the City of Chicago expresses its approval of the Workable Program for Community Improvement for 1968 and urges its submission for recertification to the United States Department of Housing and Urban Development.

### Execution of Lease Agreement Authorized with Paquette's Marina and Seaplane Base, Inc. at Navy Pier.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on May 28, 1969, pages 5582-5583, recommending that the City Council pass a proposed ordinance transmitted with the committee's report to authorize execution of a lease agreement with Paquette's Marina and Seaplane Base, Inc. at Navy Pier.

On motion of Alderman Keane the said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Laurino, Scholl, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—41.

*Nays*—None.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Port Director and the City Comptroller, subject to approval as to form and legality of the Corporation Counsel are authorized to execute in behalf of the City of Chicago an agreement with Paquette's Marina and Seaplane Base, Inc., said agreement to be in the following form:

This Agreement made this .... day of ........... A.D. 1969, between the City of Chicago, a municipal corporation of the State of Illinois, hereinafter called "Landlord", and Paquette's Marina and Seaplane Base, Inc., a corporation organized and existing by virtue of the laws of the State of Illinois, hereinafter called "Tenant".

WITNESSETH:

That Landlord, for and in consideration of the terms and conditions, hereinafter contained and made on the part of Tenant, does hereby grant to Tenant for use only by Tenant, the privileges hereinafter described on premises at Navy Pier, foot of Grand Avenue, Chicago, Illinois 60611, hereinafter call "Pier", a plat of said area to be occupied is shown as Exhibit "A".

[Articles I to XVIII incl. contained in this ordinance are identical to Articles I to XVIII incl. as printed on pages 5386-5389 of the Journal of Proceedings of April 25, 1969]

### *Article XIX*

1. *Premises*

A. Landlord leases to Tenant that space inside the frame building and yard space adjacent thereto appearing in red on the attached Exhibit "A" bearing the street address of 134 Streeter Drive, Chicago, Illinois 60611.

B. Landlord grants to Tenant the non-exclusive privilege to use the two hundred feet (200′), more or less, of the concrete wharf and dock lying adjacent to the demised premises appearing in blue on said Exhibit "A".

C. Landlord grants to Tenant the non-exclusive privilege to use the five foot walkway from Streeter Drive to said wharf for egress and ingress.

2. *Purpose*

Tenant shall use the demised premises for the purpose of carrying on a marina and seaplane base business and for the sale of petroleum fuels and motor oil and for no other purpose.

3. *Term*

The term of this Agreement shall begin on the .... day of ..............., 1969, the date of approval of the authorizing ordinance by the City Council, and terminate two years thereafter subject to the cancellation by either party on ninety (90) days notice in writing.

4. *Operations*

A. Tenant is granted the privilege to maintain the two fuel tanks presently located underground in the demised yard space, and is granted the further privilege to install, at his own cost and expense, a third fuel tank, underground in said space. It is agreed by Tenant, however, that upon termination and expiration of the term of this Agreement, Tenant shall remove all of said tanks at its own cost and expense upon the direction of the Director. Failure to remove will cause title to said tanks to vest in Landlord.

B. Tenant shall provide, maintain and remove, at its own cost and expense, all equipment necessary for the conduct of its concession herein granted.

5. *Rental*

Tenant agrees to pay Landlord as fixed rental the sum of $4,928.00 for the demised premises in equal monthly installments of $205.33 payable on or before the first day of each and every month, and in addition thereto the sum of three cents (3¢) per gallon on all fuel sold and five cents (5¢) per quart on all motor oil sold by the tenant on the demised premises.

Tenant shall furnish to the City Comptroller, with a copy to the Director, on or before the 20th day following the last day of each calendar month during the term of this Agreement, a statement, certified in such manner as the Comptroller may prescribe, of the total gallons of fuel and quarts of oil sold during the preceding month, or portion thereof. The monthly report shall be accompanied with the payment of the additional rent due on the sale of said fuel and oil.

Notwithstanding the foregoing, if any rental and/or percentage rental commences otherwise than as of the first day of any month or terminates prior to the last day of any month, rental and/or percentage rental for such month shall be determined on a pro-rata basis according to the number of days of such month involved.

The rental shall be paid monthly at the office of the City Comptroller, Room 501, City Hall, Chicago, Illinois 60602.

6. *Records*

Tenant shall:

(a) Maintain, in accordance with accepted accounting practices, during the term of this Agreement and for one year after the termination and expiration thereof, and for a further period extending until the City Comptroller shall give written consent to the disposal thereof, records and books of account recording all transactions at, through, or in any way connected with the operation of its concession at the Pier. Upon request from the City Comptroller, such books of account and records shall be made available to the City Comptroller at a convenient location within the City of Chicago, Illinois.

(b) Permit in ordinary business hours during the term of this Agreement, and for any period thereafter during which such records shall be maintained in accordance with subparagraph 6(a) hereof, the examination and audit by the officers, employees, and representatives of Landlord of such records and books of account.

### *Article XX*

Notices to the Landlord provided for herein may be sent by registered mail, postage prepaid, addressed to the Port Director of the City of Chicago, Navy Pier, Chicago, Illinois 60611, and notices to Tenant provided for herein may be sent by registered mail, postage prepaid, addressed to Tenant at Paquette's Marina and Seaplane Base, Inc., 134 Streeter Drive, Chicago, Illinois 60611.

Execution of this Agreement authorized by ordinance of the City Council of the City of Chicago passed ....................(C.J.P............).

In Witness Whereof, the parties hereto have caused this instrument to be signed in triplicate under their respective seals on the day and year first above written.

[Signature forms and Exhibit "A" omitted]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

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## Execution of Lease Agreement Authorized with Clapp and Poliak, Inc. at Navy Pier.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on May 28, 1969, pages 5583-5584, recommending that the City Council pass a proposed ordinance transmitted with the committee's report to authorize execution of a lease agreement with Clapp and Poliak, Inc. at Navy Pier.

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Laurino, Scholl, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—41.

*Nays*—None.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Port Director and the City Comptroller, subject to approval as to form and legality of the Corporation Counsel are authorized to execute in behalf of the City of Chicago an agreement with Clapp & Poliak, Inc., 245 Park Avenue, New York, N.Y. 10017, said agreement to be in substantially the following form:

This Agreement made this 15th day of April, A.D. 1969, between the City of Chicago, a municipal corporation of the State of Illinois, hereinafter called "Landlord" and Clapp & Poliak, Inc., 245 Park Avenue, New York, N.Y. 10017, a corporation organized and existing by virtue of the laws of the State of New York, hereinafter called "Tenant".

WITNESSETH:

That Landlord, for and in consideration of the terms and conditions, both general and special, hereinafter contained and made on the part of Tenant, does hereby grant to Tenant for use only by Tenant, the privileges hereinafter described on premises at Navy Pier, foot of Grand Avenue, Chicago, Illinois 60611, hereinafter called "Pier", a plat of said Pier being attached hereto.

This Agreement shall consist of three parts:

Part I—General Conditions

Part II—Special Conditions numbered 1 to 5

Part III—Exhibits and Attachments lettered A.

All constituting the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences, shall be implied or impressed upon such agreement that are not set forth herein at length.

[Part I—General Conditions attached to this ordinance is common to "Part I—General Conditions" printed on pages 5491-5494 of the Journal of Proceedings of May 14, 1969]

### PART II—SPECIAL CONDITIONS

1. *Premises*

Landlord leases to Tenant the following areas of Navy Pier, Chicago, Illinois 60611, and areas known as "lean-to-areas" that may be available for storage purposes (without additional cost) that are immediately adjacent and adjoining the leased area, all as appears on the attached Exhibit:

149,160 sq. ft. North Hall
147,840 sq. ft. South Hall
7,000 sq. ft. West Hall
304,000 sq. ft. Total—gross.

2. *Purpose*

Tenant shall use the demised premises for the purpose of staging small tool segment of 1970 Production Engineering trade show, and for no other purpose whatsoever.

3. *Term*

The term of this Agreement shall begin on the 16th day of September, 1970, at 12:01 A.M. and shall terminate on the 6th day of October, 1970, at 12:00 midnight.

4. *Rental*

Tenant shall pay Landlord as rent for the demised premises at the rate of .30¢ per square foot for the entire period of occupancy the total sum of ninety-one thousand two hundred and no/100 dollars ($91,200.00), payable as follows:

A. $10,000.00 upon the execution of this Agreement by Tenant, and

B. the balance on or before the 30th day prior to the first day of the term hereof.

Said rental payments to be made by certified check at the office of the Port Director, Navy Pier, Chicago, Illinois 60611.

5. *Operations*

A. Tenant shall deposit with the Director on or before the 30th day prior to the first day of the term hereof a certified check in the sum of $7,500.00 as a deposit on account of utilities and services furnished by Landlord and to be paid by Tenant.

B. No alcoholic beverages of any kind shall be sold, given away or used in the demised premises.

C. Unless consent in writing from the Director is first received, Tenant shall not operate or put up any engine, motor or machinery on the demised premises or use oils, burning fluids, camphene, kerosene, naptha or gasoline for either mechanical or other purposes, or any other agent other than electricity for illuminating the demised premises.

D. No portion of the sidewalks, entries, passageways, vestibules, halls or stairways, or access to public utilities of said building shall be obstructed by Tenant or used for any other purpose other than for egress from the demised premises. The doors, skylights, stairways or openings that reflect or admit light into any place in the building, including hallways, corridors and passageways, radiators and house lighting appurtenances shall not be covered or obstructed by Tenant. The water closets or other water apparatus shall not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, papers or other substances shall be thrown therein. Tenant will permit no chair or movable seat to be or remain in the passageways and will keep said passageways clear at all times.

E. If said premises or any portion of said building thereof including any and all utilities shall be damaged by the act, default or negligence of the Tenant, or of Tenant's agents, employees, patrons, guests, or any person admitted to said premises by Tenant, Tenant shall pay to Landlord upon demand such sum as shall be necessary to restore said premises to their present condition. Tenant hereby assumes full responsibility for the acts and conduct of all persons admitted to said premises or any portion of said building by the consent of the Tenant or by or with the consent of any person acting for or in behalf of said Tenant, and said Tenant agrees to have on hand at all times, at its own expense, such security force as is deemed necessary by the Director to maintain order and to protect persons and property.

F. It shall be the sole responsibility and authority of the Fire Commissioner of the City of Chicago in determining the total number of persons to be admitted at any and all times to Navy Pier, or any part or section thereof, and his decision, or that of his authorized representative shall be final.

G. Landlord shall have the exclusive right to collect and have custody of articles left in the building by persons attending any performance, exhibition or entertainment given or held in the demised premises, and Tenant, or any persons in Tenant's employ, shall not collect nor interfere with the collection or custody of such articles.

H. Landlord reserves the right to eject any objectionable person or persons from said building, and upon the exercise of this right by the Director, his representatives, agents or policemen, the Tenant hereby waives any right and all claims for damages against the City of Chicago and its employees and agents.

I. Designated staff members of the City of Chicago may enter the building and all of the demised premises at any time and on any occasion.

J. Tenant shall not transmit a description of any portion of its operation by means of radio broadcasting or television without first having received written permission from the Director.

K. Landlord reserves the exclusive right to enter into contracts with concessionaires for the operation of any and all concessions in or about the building known as Navy Pier, and further reserves the right to place and locate these concessionaires wherever Landlord deems necessary, be they in the premises herein demised or elsewhere in and about the said building. Tenant is expressly forbidden from entering into its own concession agreements for any product or service, and herewith agrees that it shall make available to the Landlord's concessionaires whatever space is deemed necessary by the Director for purposes of ingress, egress and servicing said concessions.

L. No performance, exhibition or entertainment shall be given or held on the demised premises which shall be objected to by Landlord.

M. Tenant shall provide at its own expense all porters and matrons for toilet areas to keep same in an exceptionally clean and sanitary condition and shall also provide at its own expense all ticket sellers, ticket takers, ushers, crowd directors and any security service required on the direction of the Director.

N. Any and all matters not herein expressly provided for shall be at the discretion of the Director.

In Witness Whereof, the parties hereto have caused this instrument to be signed in triplicate under their respective seals on the day and year first above written.

[Signature forms and Exhibit omitted]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

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## Text of Chicago Zoning Ordinance Amended Concerning Nursing Homes and Convalescent Homes (Subsection 8.4-1 (5) of Chapter 194A).

On motion of Alderman Metcalfe the City Council took up for consideration the report of the Committee on Buildings and Zoning deferred and published on May 28, 1969, page 5593, recommending that the City Council pass a proposed ordinance transmitted with the committee's report for amendment of the text of the Chicago Zoning Ordinance concerning Nursing Homes and Convalescent Homes (Subsection 8.4-1 (5) of Chapter 194A).

On motion of Alderman Metcalfe said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Laurino, Scholl, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—41.

*Nays*—None.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That Subsection 8.4-1(5) of Chapter 194A of the Municipal Code of Chicago, the Chicago Zoning Ordinance, hereby is amended by deleting therefrom certain language, as contained in brackets below, and by adding certain language, in Italic below, as follows:

["(5) Hospitals and Sanitariums."]

*"(5) Hospitals, Sanitariums, Convalescent Homes and Nursing Homes."*

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

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## Chicago Zoning Ordinance Amended to Reclassify Particular Areas.

On motion of Alderman Metcalfe the City Council took up for consideration the report of the Committee on Buildings and Zoning deferred and published on May 28, 1969, pages 5591-5592, recommending that the City Council pass sixteen proposed ordinances transmitted with the committee's report for amendment of the Chicago Zoning Ordinance to reclassify particular areas.

On separate motions made by Alderman Metcalfe *each* of said proposed ordinances (except the proposed ordinance affecting the area shown on Map No. 11-J) was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Laurino, Scholl, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—41.

*Nays*—None.

Said fifteen ordinances, as passed, read respectively as follows (the Italic heading in each case not being a part of the ordinance):

*Reclassification of Area Shown on Map No. 2-M.*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B3-3 General Retail District symbols and indications as shown on Map No. 2-M in the area bounded by

W. Madison Street; S. Central Avenue; the alley next south of and parallel to W. Madison Street; and S. Parkside Avenue,

to those of a C1-3 Restricted Commercial District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification of Area Shown on Map No. 5-J.*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 5-J in the area bounded by

a line 108 feet south of W. Bloomingdale Avenue; the alley next east of and parallel to Kimball Avenue; a line 155 feet south of W. Bloomingdale Avenue; and N. Kimball Avenue,

to those of an M1-1 Restricted Manufacturing District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification of Area Shown on Map No. 6-J.*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 6-J in the area bounded by

a line 50 feet north of W. 31st Street; the alley next east of and parallel to S. Drake Avenue; W. 31st Street; and S. Drake Avenue,

to those of a B4-1 Restricted Service District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification of Area Shown on Map No. 9-K.*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-1 Restricted Service District symbols and indications as shown on Map No. 9-K in the area bounded by

a line 356.82 feet north of W. Roscoe Street; the alley next east of and parallel to N. Cicero Avenue; a line 290 feet north of W. Roscoe Street; and N. Cicero Avenue,

to those of a C2-1 General Commercial District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification of Area Shown on Map No. 9-N.*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-1 Restricted Service District symbols and indications as shown on Map No. 9-N in the area bounded by

W. Cornelia Avenue; the alley next east of and parallel to N. Harlem Avenue; a line 160 feet south of W. Cornelia Avenue; and N. Harlem Avenue,

to those of a C1-1 Restricted Commercial District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification of Area Shown on Map No. 12-F.*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B3-2 General Retail District symbols and indications as shown on Map No. 12-F in the area bounded by

W. 54th Place; the alley next east of and parallel to S. Halsted Street; the alley next south of and parallel to W. 54th Place; and S. Halsted Street,

to those of a B4-2 Restricted Service District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification of Area Shown on Map No. 18-B.*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 18-B in the area bounded by

a line 167 feet southeast of Cheltenham Place; a line 200 feet southwest of S. South Shore Drive; the alley next north of and parallel to E. 79th Street; and the alley next southwest of and parallel to S. South Shore Drive,

to those of an R5 General Residence District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification of Area Shown on Map No. 20-J.*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-1 Restricted Service District symbols and indications as shown on Map No. 20-J in the area bounded by

a line 250 feet south of W. 81st Street; S. Kedzie Avenue; W. 82nd Street; and the alley next west of and parallel to S. Kedzie Avenue,

to those of a B4-2 Restricted Service District, and a corresponding bulk district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification of Area Shown on Map No. 22-B.*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B3-2 General Retail, all the B3-3 General Retail and all the C2-2 General Commercial District symbols and indications as shown on Map No. 22-B in the area bounded by

E. 92nd Street; the alley next east of and parallel to S. Commercial Avenue; a line 139 feet south of E. 92nd Street; S. Commercial Avenue; the alley next south of and parallel to E. 92nd Street; the alley next west of and parallel to S. Commercial Avenue; S. South Chicago Avenue; and S. Exchange Avenue,

to those of a B5-2 General Service District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification of Area Shown on Map No. 1-F.*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B6-7 Restricted Central Business District symbols and indications as shown on Map No. 1-F in the area bounded by

a line 51.2 feet north of W. Haddock Place; N. State Street; W. Haddock Place; and a line 80.5 feet west of N. State Street,

to those of a B7-7 General Central Business District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification of Area Shown on Map No. 2-L.*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B3-3 General Retail District symbols and indication as shown on Map No. 2-L in the area bounded by

W. Madison Street; a line 149 feet east of N. Central Avenue; the alley next south of and parallel to W. Madison Street; and N. Central Avenue,

to those of a B5-2 General Service District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification of Area Shown on Map No. 11-H.*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 11-H in the area bounded by

the north line of the right of way of the C.T.A.; N. Damen Avenue; W. Eastwood Avenue; and a line 85 feet west of N. Damen Avenue,

to those of a B4-2 Restricted Service District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification of Area Shown on Map No. 13-K.*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-1 Restricted Commercial District symbols and indications as shown on Map No. 13-K in the area bounded by

N. Kilbourn Avenue; the alley next northeast of and parallel to N. Elston Avenue; W. Gunnison Street; and N. Elston Avenue,

to those of a C1-2 Restricted Commercial District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification of Area Shown on Map No. 14-G.*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 14-G in the area bounded by

a line 198 feet 4¾ inches north of W. 62nd Street; the alley next east of and parallel to S. Racine Avenue; W. 62nd Street; and S. Racine Avenue,

to those of a C1-1 Restricted Commercial District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification of Area Shown on Map No. 16-M.*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R2 Single Family Residence District symbols and indications as shown on Map No. 16-M in the area bounded by

the alley next north of and parallel to W. 63rd Place; S. Austin Avenue; W. 63rd Place; and the alley next west of and parallel to S. Austin Avenue, to those of a B4-2 Restricted Service District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

### *Re-referred to the Committee on Buildings and Zoning*—PROPOSED ORDINANCE TO RECLASSIFY AREA SHOWN ON MAP NO. 11-J.

Alderman Metcalfe moved to Re-refer to the Committee on Buildings and Zoning the proposed ordinance recommended for passage in the committee's report to classify as a C2-2 General Commercial District instead of a B4-2 Restricted Service District the area bounded by

W. Wilson Avenue; N. Kedzie Avenue; a line 292 feet south of W. Wilson Avenue; and the alley next west of and parallel to S. Kedzie Avenue (Map No. 11-J).

The motion to Re-refer *Prevailed.*

### Issuance of Permits Authorized for Erection of Illuminated Signs.

On motion of Alderman Metcalfe the City Council took up for consideration the report of the Committee on Buildings and Zoning deferred and published on May 28, 1969, page 5593, recommending that the City Council pass three proposed orders transmitted with the committee's report to authorize the issuance of permits for the erection and maintenance of illuminated signs as follows:

| *Permittee* | *Location* | *Dimensions* |
|---|---|---|
| Shell Oil Company | 72 W. Congress Street | (180 square feet) |
| Shell Oil Company | 7859 S. State Street | 12′0″x12′0″ (144 square feet) |
| Ability Transmissions | 3301 N. Harlem Avenue | 10′0″x11′½″ (112 square feet) |

On motion of Alderman Metcalfe the committee's recommendations were concurred in and *each* of said proposed orders was *Passed.*

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Laurino, Scholl, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—41.

*Nays*—None.

### *Failed to Pass*—PROPOSED ORDINANCES FOR AMENDMENT OF CHICAGO ZONING ORDINANCE TO RECLASSIFY PARTICULAR AREAS *(Adverse Committee Recommendations).*

On motion of Alderman Metcalfe the City Council took up for consideration the report of the Committee on Buildings and Zoning deferred and published on May 28, 1969, pages 5592-5593, recommending that the City Council *Do Not Pass* eleven proposed ordinances transmitted with the committee's report for amendment of the Chicago Zoning Ordinance to reclassify particular areas.

Alderman Metcalfe moved to *Concur in* the committee's recommendations. The question in reference to each proposed ordinance thereupon became: *"Shall the proposed ordinance Pass, notwithstanding the committee's adverse recommendation?;"* and the several questions being so put, *each* of the said proposed ordinances *Failed to Pass,* by yeas and nays as follows: *Yeas*—None; *Nays*—41.

Said proposed ordinances which *Failed to Pass* proposed to amend the Chicago Zoning Ordinance to reclassify particular areas, and are summarized as follows:

To classify as an R5 General Residence District instead of an R4 General Residence District the area bounded by

W. Maypole Avenue; a line 278.35 feet east of the alley next east of and parallel to N. California Avenue; W. Washington Boulevard; a line 187.23 feet east of N. California Avenue; the alley next north of and parallel to W. Washington Boulevard; and the alley next east of and parallel to N. California Avenue (Map No. 1-I);

To classify as a B4-3 Restricted Service District instead of an R5 General Residence District the area bounded by

a line 36 feet south of E. 31st Street; S. Dr. Martin Luther King, Jr. Drive; a line 180 feet south of E. 31st Street; and S. Calumet Avenue (Map No. 8-E);

To classify as an R4 General Residence District instead of an R3 General Residence District the area bounded by

the alley next north of and parallel to W. Byron Street; a line 150 feet east of N. Lamon Avenue; W. Byron Street; and N. Lamon Avenue (Map No. 9-L);

To classify as a C2-2 General Commercial District instead of a B2-2 Restricted Retail District the area bounded by

W. Montrose Avenue; the alley next west of and parallel to N. Damen Avenue; the alley next south of and parallel to W. Montrose Avenue; and a line 140 feet west of the alley next west of and parallel to N. Damen Avenue (Map No. 11-H);

To classify as an R5 General Residence District instead of an R3 General Residence District the area bounded by

the alley next north of and parallel to W. Garfield Boulevard; S. May Street; W. Garfield Boulevard; and a line 139 feet 4½ inches west of S. May Street (Map No. 12-G);

To classify as an R4 General Residence District instead of an R2 Single Family Residence District the area bounded by

a line 215 feet north of W. Evelyn Lane; a line 115 feet west of N. Delphia Avenue; W. Evelyn Lane; and a line 230 feet west of N. Delphia Avenue (Map No. 13-P);

To classify as a B2-1 Restricted Retail District instead of an R3 General Residence District the area bounded by

W. Monterey Avenue; S. Hermosa Avenue; the alley next south of and parallel to W. Monterey Avenue; and a line 155 feet west of S. Hermosa Avenue (Map No. 28-H);

To classify as a C1-1 Restricted Commercial District instead of an R2 Single Family Residence District the area bounded by

a line 150 feet north of W. 117th Street; S. Vincennes Avenue; W. 117th Street; and the alley next northwest of and parallel to S. Vincennes Avenue (Map No. 28-H);

To classify as an R4 General Residence District instead of an R1 Single Family Residence District the area bounded by

W. 111th Place; a line 150 feet east of S. Western Avenue; a line 131.8 feet south of W. 111th Place; a line 100 feet east of S. Western Avenue; W. 112th Street; and S. Western Avenue (Map No. 28-H);

To classify as a B4-1 Restricted Service District instead of an R3 General Residence District the area bounded by

the alley next north of and parallel to W. 87th Street; S. Komensky Avenue; W. 87th Street; and S. Karlov Avenue (Map No. 20-K);

To classify as a B4-4 Restricted Service District instead of a B3-4 General Retail District the area bounded by

E. 70th Place; S. South Shore Drive; a line 137 feet south of E. 70th Place; and a line 100 feet west of S. South Shore Drive (Map No. 16-C).

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### General Assembly Memorialized to Approve or Disapprove Sundry Bills Affecting City of Chicago.

On motion of Alderman Bohling the City Council took up for consideration the report of the Committee on Federal and State Legislation deferred and published on May 28, 1969, pages 5593-5595.

Alderman Bohling moved to Concur in the committee's recommendations to approve or disapprove specified House Bills, with the exclusion of House Bills 1804, 2011, 2641, 1775 and 2348. The question being put, the motion *Prevailed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Laurino, Scholl, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—41.

*Nays*—None.

The following are said House Bills as approved or disapproved:

That the City Council *Approve* and respectfully petition the General Assembly of the State of Illinois to enact into law—

| | |
|---|---|
| HOUSE BILL 1794 | Amends Illinois Municipal Code. Specifies that appeals to Zoning Board of Appeals must be taken within 30 days. |
| HOUSE BILL 1795 | Amends "Local Government and Governmental Employees Tort Immunity Act". Requires that notice of lawsuit against local government include name and address of treating hospital. |
| HOUSE BILL 1798 | Amends the Motor Vehicle Law. Provides that in cities of over 500,000 population, law enforcement agencies are not required to notify the Department of Public Safety of the impounding of vehicles, may notify the owners thereof by first class mail, and may dispose of such vehicle within 15 days of such Notice. |
| HOUSE BILL 1800 | Amends the Criminal Code. Provides the same restrictions for the sale of tear gas guns and containers and "Mace" sprayers as for firearms, and provides for the registration of their sale. |
| HOUSE BILL 1801 | Amends the Liquor Control Act. Provides that upon revocation or suspension of a liquor license by the Local Liquor Commissioner, the licensee shall cease business until the revocation or suspension is reversed by the appropriate appeal commission, irrespective of the size of the City where located. |
| HOUSE BILL 1803 | Amends Section 7-1-9 of the Illinois Municipal Code by providing for automatic disconnection of municipally owned property lying within another municipality when said territory is annexed by the owning municipality. |
| HOUSE BILL 1805 | Amends the Explosive Law. Provides that dealers in explosives keep detailed records as to the buyer of explosives, place of delivery and vehicle by which such explosives are transported. |
| HOUSE BILL 1807 | Amends Article 9 Division 2 of Illinois Municipal Code. Provides for additional power and procedures relative to annual assessment for maintenance and operation costs of pedestrian malls and parking facilities for commercial or shopping center improvements. |
| HOUSE BILL 1810 | Amends the Criminal Code. Makes it a crime for an organization or a publication to represent, without permission, in its title that it is associated with the Chicago Police Department. |
| HOUSE BILL 1812 | Amends Act relating to waterworks certificates of indebtedness. Provides for an increase in the interest rate of the certificates to a maximum of 6%. |
| HOUSE BILL 1815 | Amends Act relating to Eminent Domain. Provides that the City of Chicago be granted the right to institute quick-take proceedings in eminent domain. |

| | |
|---|---|
| House Bill 1816 | Amends "An Act in relation to zoning to eliminate airport hazards" by correcting the reference to the Federal regulations referred to therein. |
| House Bill 1817 | Amends Pension Code relating to Laborers' and Retirement Board Employees' Annuity and Benefit Fund in Cities over 500,000. Changes maximum annuity from 60% to 70% of average salary for 36 years service before age 60. Provides for employee retiring before age 60 to receive 1½% automatic increase in annuity after retirement. Provides for tax levy of amount not to exceed 1.1 times contributions of employees made 2 years before tax levy. Provides refund of deductions made after age 65 to widow of employee dying in service after 65 with less than 20 years service credit. Prevents consideration of earnings in more than one retirement system for annuity purposes. |
| House Bill 1818 | Amends Pension Code relating to Laborers' and Retirement Board Employees' Annuity and Benefit Fund in Cities over 500,000. Provides automatic 1½% increase in annuity for retired participants after age 65 who complete 20 years service credit, and who retired at age 55 or over who do not qualify for automatic increase in annuity and who contribute 1% of amount of final monthly salary times the number of full years of service on which annuity is based. Provides for cost to be met to extent money is available from interest earnings on the funds' assets over 4% a year, plus contributions. |
| House Bill 1820 | Amends an Act to suppress the selling, etc., to minor children of any paper or publication devoted to illustrating or describing immoral deeds. Defines the purpose of the publications to be prescribed and makes intent an element of the offense. |
| House Bill 1821 | Amends the "Child Protection Act". Makes it mandatory that physicians report suspected cases of child-abuse to the local police. |
| House Bill 2006 | Amends Illinois Municipal Code. Increases the possible indebtedness on bonds for Chicago Working Cash Fund from $8,000,000 to $20,000,000. Increases interest rate from 4% to 6½%. |
| House Bill 2008 | Amends Illinois Municipal Code. Permits up to nine (9) month probationary period for probationary employees of municipalities with a population of more than 500,000 inhabitants. Emergency. |
| House Bill 2012 | Amends Code of Criminal Procedure. Limits disenfranchisement of persons convicted of crimes to time confined in penitentiary. |
| House Bill 2148 | Amends the Park District Code. Increases the maximum permissible tax levy for municipal recreation purposes from .0667 to .09%. Permits a city, village or incorporated town to merge with a Park District when the greater portion of its land area is within the district. Under present law the entire city, village or incorporated town must be within the district if there is to be a merger. |
| House Bill 2358 | Amends the Municipal Code. Adds Division which empowers municipal corporate authorities to bring about improved racial and ethnic group relations by promulgating regulations, establishing various programs and other methods. |
| House Bill 2419 | Amends an Act in regard to judgment and decrees by authorizing municipalities to levy against personal or real property without any restriction as to priority. |
| House Bill 2550 | An Act relating to local governments. Provides for the creation of Urban Transportation Districts within municipalities and defines their rights, powers and duties. |
| House Bill 2571 | Authorizes the Governor and Mayors to declare a state of emergency upon the occurrence of disaster, rioting, catastrophe or other emergency endangering life and property for which the ordinary processes of government are inadequate and to promulgate special rules and regulations to be in effect during such emergency. Provides for public notice of the state of emergency and for immunity from civil and criminal liability for all persons engaged in the protection of life or property or the maintenance or restoration of public peace or safety. |

That the City Council *Disapprove* and respectfully petition the General Assembly of the State of Illinois not to enact into law—

| | |
|---|---|
| House Bill 1872 | Amends Illinois Municipal Code. Reduces to ½ of 1% (now ¾ of 1%) the rate at which a municipality may levy the municipal retailers' occupation and service occupation taxes beginning January 1, 1970. (Companion to House Bill 1870.) |

Alderman Bohling then moved to *Approve* House

Bill 1819 as recommended by the committee. The motion *Prevailed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Laurino, Scholl, Fifielski, O'Rourke, Wigoda, Sperling—36.

*Nays*—Alderman Simon—1.

The following is said House Bill as approved:

| | |
|---|---|
| HOUSE BILL 1819 | Amends Illinois Municipal Code. Permits the annexation of any unincorporated territory containing 120 acres or less, rather than 60 acres or less under the present law, which is wholly bordered by one or more municipalities, or is wholly bordered by one or more municipalities and a river or lake. |

Alderman Bohling then moved to *Approve* Senate Bill 888 (same as House Bill 1884) as recommended by the committee. The motion *Prevailed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Bohling, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Fifielski, O'Rourke, Wigoda, Sperling—36.

*Nays*—Aldermen Despres, Rayner, Cousins—3.

The following is said Senate Bill as approved:

| | |
|---|---|
| SENATE BILL 888<br>(H.B. 1884) | Provides opportunity for Chicago policemen to make pension contributions based on actual salary received. Provides policemen assigned to a non-civil service position within 3 years of retirement and who has not previously qualified for and elected to have contributions deducted in accordance with provisions of this section, shall not qualify for benefits. |

### New Regulations Prescribed to Require Clear and Transparent Wrapping of Pre-Packaged Meat, Etc.

On motion of Alderman Holman the City Council took up for consideration the report of the Committee on Health deferred and published on May 14, 1969, page 5522, recommending that the City Council pass a proposed ordinance *as amended* (transmitted therewith), which reads as follows:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That Chapter 100 of the Municipal Code of Chicago be and is hereby amended by adding thereto the following section, to be known as Section 100-12.3:

100-12.3 All meats, poultry and poultry parts which are packaged by the retailer in advance of being exposed and offered for sale shall be in an entirely transparent package, manufactured of nontoxic material approved by the Food and Drug Administration, as being "Food Grade", which package shall afford a view of the contents from all sides of such package, exclusive of the label which shall not cover more than five per centum (5%) of such package.

SECTION 2. This ordinance shall take effect July 1, 1970.

On motion of Alderman Holman the foregoing proposed *amendatory* ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Laurino, Scholl, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—41.

*Nays*—None.

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## MISCELLANEOUS BUSINESS.

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### Presence of Visitors Noted.

Honorable Richard J. Daley, Mayor, called the Council's attention to the presence of the following:

16 Junior and Senior students from Fenton High School, Bensonville, Illinois, accompanied by Mr. Rick Orsinger;

8 Housing Internes from Housing and Urban Development (1st Ward), accompanied by Mrs. Dell Reynolds;

15 members of LeClaire Courts Community Organization (23rd Ward), accompanied by Mae Verner Smith, Director;

8 students from Fellowship House (33rd Ward), accompanied by Miss Adolph.

The visitors were warmly applauded and were invited to attend future meetings.

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### Time Fixed for Next Succeeding Regular Meeting.

By unanimous consent Alderman Keane thereupon presented a proposed ordinance which reads as follows:

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the next succeeding regular meeting of the City Council of the City of Chicago to be held after the regular meeting held on Monday, the twenty-third (23rd) day of June, 1969, at 10:00 A.M., be and the same is hereby fixed to be held on Tuesday, the eighth (8th) day of July, 1969, at 10:00 A.M., in the Council Chamber in the City Hall.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Laurino, Scholl, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—41.

*Nays*—None.

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## ADJOURNMENT.

Thereupon Alderman Krska moved that the City Council do *Adjourn.* The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Tuesday, July 8, 1969, at 10:00 A.M., in the Council Chamber in the City Hall.

John C Marcin

JOHN C. MARCIN,
*City Clerk.*

*(Published by Authority of the City Council of the City of Chicago)*

COPY

# JOURNAL *of the* PROCEEDINGS

OF THE

# CITY COUNCIL

OF THE

# CITY OF CHICAGO, ILLINOIS

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## Special Meeting—Monday, June 30, 1969

**at 12:00 Noon**

*(Council Chamber—City Hall—Chicago, Illinois)*

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## OFFICIAL RECORD

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### CHICAGO'S OFFICIAL WELCOME TO APOLLO 10 ASTRONAUTS.

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### Call to Order.

On Monday, June 30, 1969 at 12:00 o'clock Noon (the day and hour appointed for the meeting) Honorable Richard J. Daley, Mayor, called the City Council to order. John C. Marcin, City Clerk, called the roll of members and it was found that there were present at that time:

Aldermen Roti, Hubbard, Metcalfe, Rayner, Bohling, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—40.

Quorum present.

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### Invocation.

Lieutenant Colonel Joseph W. Peoples, U. S. Air Force Reserve, opened the meeting with prayer, by quoting from Genesis. He besought our Heavenly Father to always have in his care his servants Colonel Stafford, Commander Young and Commander Cernan, and prayed that all astronauts always be brought safely home.

### National Anthem.

Honorable Richard J. Daley, Mayor, requested the members of the City Council and guests to continue standing for the singing of the National Anthem by Louis C. Sudler, a member of the staff of the National Broadcasting Company.

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### Call for Meeting Read.

John C. Marcin, City Clerk, thereupon informed the City Council that the following call for the meeting was filed in his office on June 26, 1969:

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 26, 1969.

*Honorable John C. Marcin,*
*City Clerk.*

DEAR SIR—I, Richard J. Daley, Mayor, do hereby call a special meeting of the City Council of Chicago to be held on Monday, June 30, 1969, at 12:00 Noon, in the Council Chamber on the second floor of the City Hall, for the purpose of taking suitable action in honor of Astronauts Colonel Thomas P. Stafford, Commander Eugene A. Cernan and Commander John W. Young.

Very truly yours,
(Signed) RICHARD J. DALEY,
*Mayor.*

### Welcome Extended to Honored Guests and Designation Made of June 30, 1969 as "Apollo 10 Astronauts Day in Chicago".

Honorable Richard J. Daley, Mayor, on behalf of himself and the other members of the City Council presented the following proposed resolution:

> WHEREAS, On May 26, 1969, eight years and a day after President John F. Kennedy summoned us to the adventure in space, Colonel Thomas P. Stafford, USAF, Commander Eugene A. Cernan, USN, and Commander John W. Young, USN, completed a voyage that took them and all mankind to the threshold of interplanetary travel, and on the first step of discovery in this galaxy and beyond; and
>
> WHEREAS, In the triumph of their mission, Colonel Stafford and Commanders Cernan and Young demonstrated, as have the Astronaut pioneers before them, extraordinary personal bravery and magnificent technical competence. They carried out new experiments, which, in their successful completion, involved unexpected difficulties: the World will never forget the excitement and apprehension experienced when the Lunar Landing Module, whimsically named "Snoopy" left the command ship, the "Charley Brown" and started on its own separately adventurous excursion to a point approximately nine miles above the Moon's surface, rambling among peaks, craters and rocks about which scientists from Copernicus to the present could only dream about, and of which they could but create images in their minds' eye, also bringing to millions of fascinated observers the first color television photographs of the Moon; nor will the World soon forget those tense moments when mechanical difficulties developed in controlling the Lunar Landing Module as it began bucking and pitching near the bleak topography of the Moon, and sighed with relief when Cernan and Stafford put "Snoopy" back on its leash; and
>
> WHEREAS, The Astronauts' success represents the collective labor of thousands of workers in our space effort, and generations of painstaking experiment by men of other times and of many nations, and in a greater sense, represents the striving, the achieving and the impulse to perfection that characterizes the human race; and
>
> WHEREAS, Mindful of new plans for exploring the actual surface of the Moon, of the dangers inherently involved, of the sacrifices already made and those to be made, of the continuing extensions of our horizons so that yesterday's infinity is tomorrow's reachable goal, we are all moved to wonder, as did the Astronauts themselves, having selected the Biblical excerpt, "What is man, that Thou are mindful of him?"; now, therefore,
>
> *Be It Resolved,* That the Mayor and the City Council, in special meeting assembled, this 30th day of June, A. D. 1969, do hereby declare Monday, June 30, 1969, to be a day of commemoration of the flight of Apollo 10, and a day to honor Astronauts Stafford, Cernan and Young, and call upon the citizens of Chicago and all the people of Mid-America to join in paying tribute to our space explorers and to the achievement they represent; and
>
> *Be It Further Resolved,* That Monday, June 30, 1969, be and hereby is declared to be Astronauts Stafford, Cernan and Young Day in Chicago, and that the flag of the United States be flown on all public buildings, at all places of business, and from every home in the City of Chicago.

Alderman Keane (seconded by Alderman Bohling) moved to Adopt the foregoing resolution.

The motion *Prevailed,* unanimously.

In addressing the City Council, Alderman Keane mentioned that this was another great day in the history of Chicago in having the privilege of honoring the Astronauts. He spoke of how all hearts beat faster while watching the achievements on television, lifting off and returning to earth. He stated that it must have been a great temptation to step onto the moon and lauded their great accomplishments. He spoke of their religious beliefs that sustained them and how proud and grateful America and all of the world felt upon their safe return. He wanted them to know how terribly proud we all were to have them present in Chicago with the members of their families, and of the right to be proud of those families of the Astronauts.

Alderman Bohling spoke of his pride in being granted the privilege to second the resolution presented on behalf of the Astronauts. He too spoke of the pride everyone felt for the endeavors of such fine men in their conquest of space, stating that all Americans had felt a "lift", stating that in all humility he was proud he was an American and that Americans had made this flight possible, and he wanted the Astronauts to know that all Chicago joins in bidding them welcome.

### Presentation of Astronauts.

Honorable Richard J. Daley, Mayor, thereupon presented a great American, one whose example could be emulated by all, the leader of the Apollo 10 Astronauts, Colonel Stafford.

Colonel Stafford in addressing the City Council spoke of the overwhelming reception accorded them, stating that it was heart warming. He spoke of their great voyage stating that he and his fellow Astronauts were representatives of all America in making their flight. Nothing had stopped the program of exploring outer space and that subject only to budget limitations, nothing would stop their progress. He remarked that these flights would benefit all mankind. The Colonel thanked the Mayor and assembled guests for the honor offered them and that he was accepting that honor on behalf of all Americans.

The Mayor then introduced Commander Cernan as a former Chicagoan and also as a great Cub fan.

Commander Cernan stated that he was very glad to be back in Chicago. He spoke of their eight days in space as a tremendous adventure which he felt had been shared by everyone through the medium of television. He also spoke of having felt rewarded by the number of persons along the parade route waving American flags and cheering. It was his feeling that Americans wanted to display their pride of country, that they wanted to have something to cheer about and that he felt that the Astronauts had offered old and young the opportunity to display their patriotism. He spoke of their feat as "just three guys" representing all America. He thanked everyone for the opportunity to be present at the meeting and that he and his fellow astronauts very humbly accepted the tribute on behalf of his fellow team mates. In conclusion he asked that God bless everyone and hoped that Chicago would stay the greatest City in the Country.

Honorable Richard J. Daley, Mayor, then addressed the City Council stating that team work was the essence of the Astronauts' accomplishments. He commended the men for their discipline, their talent and their great courage. He thanked the Astronauts for honoring the City with their presence.

In conclusion the Mayor presented to each of the Astronauts a silver bowl as mementos of all Chicagoans.

### Presentation of Members of Families.

Honorable Richard J. Daley, Mayor, then proceeded to introduce the members of the Astronauts families to the City Council and guests. He introduced Mrs. Thomas Stafford accompanied by daughters Diane and Karen. Next he introduced Mrs. Eugene Cernan accompanied by daughter Tracy. He then introduced Mrs. Rose Cernan, mother of Commander Cernan. All received a warm reception. The Mayor concluded the introductions by inviting them all to return to Chicago for the World Series.

### Astronauts Present Gift to Mayor.

Commander Cernan then returned to the rostrum and presented the Mayor with a gift from the Astronauts. The gift consisted of a plaque on which was mounted the American flag, the State of Illinois flag and an Apollo 10 patch which he told the Mayor had been on their flight to the Moon.

The Mayor expressed his extreme pleasure and assured the Astronauts that the plaque would be prominently displayed in the Mayor's office.

### Presentation of Mrs. Richard J. Daley.

The Mayor then presented Mrs. Richard J. Daley, who graciously acknowledged the Mayor's introduction. She too was warmly applauded.

### Benediction.

Chaplain P. C. Riley, U. S. Navy, offered a prayer that God would always keep the Astronauts and everyone in his care, stating that once again through the Astronauts we had been given the opportunity to witness the beauty and mystery of creation.

## ADJOURNMENT

Alderman Keane moved that the City Council *Adjourn.* The motion *Prevailed,* and the City Council *Stood Adjourned.*

John C. Marcin

JOHN C. MARCIN,
*City Clerk.*

*(Published by Authority of the City Council of the City of Chicago)*

**COPY**

# JOURNAL *of the* PROCEEDINGS

OF THE

# CITY COUNCIL

OF THE

# CITY OF CHICAGO, ILLINOIS

## Regular Meeting—Tuesday, July 8, 1969

at 10:00 A.M.

*(Council Chamber—City Hall—Chicago, Illinois)*

## OFFICIAL RECORD.

### Attendance at Meeting.

*Present*—Honorable Richard J. Daley, Mayor, and Aldermen Roti, Hubbard, Metcalfe, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Simon, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling.

*Absent*—Aldermen Holman, Zydlo, Laurino, Hoellen.

### Call to Order.

On Tuesday, July 8, 1969, at 10:00 A.M. (the day and hour appointed for the meeting), Honorable Richard J. Daley, Mayor, called the City Council to order. John C. Marcin, City Clerk, called the roll of members and it was found that there were present at that time: Aldermen Roti, Hubbard, Metcalfe, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Laskowski, Aiello, Casey, Cullerton, Simon, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—41.

Quorum present.

On motions made by Alderman Marzullo and Alderman Aiello, respectively, it was ordered noted in the record that Alderman Zydlo was absent due to illness and that Alderman Laurino was absent due to death in family.

### Invocation.

Reverend Joseph Wells of the Mount Pisgah Baptist Church, opened the meeting with prayer.

### JOURNAL (June 23, 1969).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on Monday, June 23, 1969, at 10:00 A.M., signed by him as such City Clerk.

Alderman Campbell moved to *Correct* said printed Official Journal as follows:

> Page 5651—right-hand column—by striking out the amount "257.50" appearing in the thirteenth line from the bottom of the page and inserting in lieu thereof the amount "287.50".
>
> Page 5651—right-hand column—by adding between the 28th an 29th lines from the bottom of page the words and figures "David Jackson, 371450, District 3; injured January 29, 1969............13.50".
>
> Page 5668—left-hand column—by inserting in the 25th line from the bottom of page the words and

figures "two hundred and no/100" and in the 24th line from the bottom of page the amount "200.00".

The motion to Correct *Prevailed.*

Alderman Simon then moved to Amend the Official Journal of June 23, 1969, page 5709, by printing in full the nine proposed amendments as referred to thereon, relating to the 1968 Workable Program for Community Improvement.

Alderman Campbell moved to *Lay the Motion to Amend on the Table.* The motion to Lay on the Table *Prevailed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Lupo, Buchanan, Bilandic, Swinarski, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Laskowski, Aiello, Casey, Cullerton, Fried, Fifielski, Kerwin, Wigoda—30.

*Nays*—Aldermen Despres, Rayner, Bohling, Cousins, Staszcuk, Simon, Scholl, McCutcheon, Singer, O'Rourke, Sperling—11.

Alderman Campbell moved to *Approve* said printed Official Journal, *as corrected,* and to dispense with the reading thereof. The question being put, the motion *Prevailed.*

### JOURNAL (June 30, 1969).

The City Clerk submitted the printed Official Journal of the Proceedings of the Special Meeting held on Monday, June 30, 1969, at 12:00 Noon, signed by him as such City Clerk.

Alderman Campbell moved to *Approve* said printed Official Journal and to dispense with the reading thereof. The question being put, the motion *Prevailed.*

## REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

### *Referred*—PROPOSED ORDINANCE TO AUTHORIZE ACCEPTANCE OF $38,159,000 GRANT AGREEMENT FROM U.S. DEPT. OF HOUSING AND URBAN DEVELOPMENT UNDER COMPREHENSIVE CITY DEMONSTRATION PROGRAM.

Honorable Richard J. Daley, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 8, 1969.

*To the Honorable, The City Council of the City of Chicago:*

GENTLEMEN—I transmit herewith a proposed ordinance authorizing the acceptance of a $38,159,000 Grant Agreement from the Department of Housing and Urban Development for carrying out the first year action Program under the Chicago's Comprehensive Demonstration Program. Your prompt consideration of this ordinance will facilitate early implementation of this dramatic and far-reaching Program.

Very truly yours,
(Signed) RICHARD J. DALEY,
*Mayor.*

### *Referred*—SEVEN PROPOSED ORDINANCES AND RESOLUTION TO PROVIDE FOR EXCHANGE OF DEEDS BETWEEN CITY AND U.S. POST OFFICE DEPT. FOR REAL ESTATE AT CHICAGO-O'HARE INTERNATIONAL AIRPORT.

Honorable Richard J. Daley, Mayor, submitted the following communication, which was, together with seven proposed ordinances and resolution transmitted therewith, *Referred to the Committee on Finance:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 8, 1969.

*To the Honorable, The City Council of the City of Chicago:*

GENTLEMEN—In order to enable the relocation of a proposed Post Office building from the northeasterly corner of Chicago-O'Hare International Airport to the southwesterly corner thereof, I transmit herewith seven (7) ordinances and a resolution which provide for an exchange of deeds between the City of Chicago and the Post Office Department, the annexation of City owned and surrounded territory southwest of said airport to the City of Chicago, the vacation of an existing street in said area along with a resolution opening a new street.

Your favorable consideration of these ordinances and the resolution will be appreciated.

Very truly yours,
(Signed) RICHARD J. DALEY,
*Mayor.*

### *Referred*—PROPOSED ORDINANCE FOR STREET CROSSING EASEMENTS FOR CHICAGO CIRCLE CAMPUS OF UNIVERSITY OF ILLINOIS.

Honorable Richard J. Daley, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Local Industries, Streets and Alleys:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 8, 1969.

*To the Honorable, The Members of the City Council of the City of Chicago:*

GENTLEMEN—At the request of Mr. Lewis W.

Hill, Chairman of the Department of Urban Renewal, I am transmitting herewith copies of an ordinance for street crossing easements for the Chicago Circle Campus of the University of Illinois. The University will construct, operate and maintain pedestrian crossing and utility tunnels in Harrison and Morgan Streets.

Thank you for your consideration of this matter.

Very truly yours,
(Signed) RICHARD J. DALEY,
*Mayor.*

## Ordinance Authorized for Execution of Documents to Obtain FHA Insured Loan for Rehabilitation of Certain Properties in Douglas-Lawndale Urban Renewal Project.

Honorable Richard J. Daley, Mayor, submitted the following communication:

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 8, 1969.

*To the Honorable, The Members of the City Council of the City of Chicago:*

GENTLEMEN—At the request of Mr. Lewis W. Hill, Chairman of the Department of Urban Renewal, I am transmitting herewith copies of an ordinance, "Authorizing Execution of Documents to Obtain FHA Insured Loan for Rehabilitation of Certain Properties in Douglas-Lawndale Urban Renewal Project."

Thank you for your consideration of this matter.

Very truly yours,
(Signed) RICHARD J. DALEY,
*Mayor.*

Alderman Keane moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed ordinance. The motion *Prevailed.*

After debate, Alderman Despres moved to Refer the proposed ordinance to the Committee on Planning and Housing.

Alderman Keane moved to *Lay the Motion to Refer on the Table.* The motion to Lay on the Table *Prevailed.*

The main question thereupon being put, on the passage of the pending proposed ordinance, the motion *Prevailed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Simon, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—44.

*Nays*—None.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

**The following is said ordinance as passed:**

WHEREAS, The City Council of the City of Chicago on April 17, 1968, by Ordinance approved an Urban Renewal Plan for the Douglas-Lawndale area; and

WHEREAS, Said plan contemplates the acquisition and rehabilitation by the City of Chicago of certain properties along Douglas Boulevard in the City of Chicago; and

WHEREAS, Pursuant to said plan, the following properties, inter alia, were acquired and are presently owned by the City of Chicago:

(a) Lots 16, 17, 18 and (except the West 5 feet) Lot 19 in Block 2 of Prescott's Douglas Park Addition to Chicago, a Sub of Block 1 of Circuit Court Partition of the East ½ of the North East ¼ and that part of the East ½ of the South East ¼ lying North of the centerline of Ogden Avenue;

(b) Lot 22 in Block 2 of Prescott's Douglas Park Addition to Chicago, a Sub of Block 1 of Circuit Court Partition of the East ½ of the North East ¼ and that part of the East ½ of the South East ¼ lying North of the centerline of Ogden Avenue;

(c) Lot 14 in Block 2 of Prescott's Douglas Park Addition to Chicago, a Sub of Block 2 of Circuit Court Partition of the East ½ of the North ¼ and that part of the East ½ of the South East ¼ lying North of the centerline of Ogden Avenue;

(d) Lot 14 and the East 5.5 feet of Lot 15 in Block 4 of Downing, Corning & Prentiss' Douglas Park Addition to Chicago, a Sub of Block 4 and Lot 2 in Block 3 in Circuit Court Partition of the East ¼ of the North East ¼ and that part of the East ½ of the South East ¼ lying North of the centerline of Ogden Avenue;

(e) Lot 24 and the West ½ of Lot 23 in Block 4 of Downing, Corning and Prentiss' Douglas Park Addition to Chicago, a Sub of Block 4 and Lot 2 in Block 3 in Circuit Court Partition of the East ½ of the North East ¼ and that part of the East ½ of the South East ¼ lying North of the centerline of Ogden Avenue;

(f) Lots 14 and 15 in Block 3 of Downing, Corning & Prentiss' Douglas Park Addition to Chicago, a Sub of Block 4 and Lot 2 in Block 3 in Circuit Court Partition of the East ½ of the North East ¼ and that part of the East ½ of the South East ¼ lying North of the centerline of Ogden Avenue;

(g) Lots 45, 46, 47 and 48 (except the North 61 feet of said lots) in Block 6 in Goodwin's Sub of the North West ¼ of the North East ¼; and

(h) Lots 37, 38 and 39 in Block 6 of Goodwin's Sub of the North West ¼ of the North East ¼, all in Section 23, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois;

and the improvements thereon are to be rehabilitated; and

WHEREAS, The bids for the contract for the rehabilitation of said properties have been submitted to the Purchasing Agent of the City of Chicago; and

WHEREAS, McElvain Mortgage Company has obtained from the Federal Housing Administration its commitment to insure a mortgage loan to the City of Chicago in the amount of $1,921,500.00 to pay for said rehabilitation, including all necessary fees and expenses incurred in connection therewith upon the execution of a note by the City of Chicago secured by a mortgage on the properties aforesaid in accordance with the Illinois Municipal Code and the "Urban Renewal Consolidation Act"; and

WHEREAS, The rehabilitation of said properties is feasible and is consistent with the Urban Renewal

Plan for the Douglas-Lawndale area; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The Mayor of the City of Chicago is hereby authorized to execute the following documents in order to obtain through McElvain Mortgage Company, a Federal Housing Administration insured loan in the amount of $1,921,500.00, on the above identified parcels:

1. Secured Note, FHA Form No. 1734.
2. Mortgage, FHA Form No. 4116-b.
3. Regulatory Agreement, FHA Form No. 1733.

a copy of each such document being incorporated herein by reference.

SECTION 2. The Commissioner of Urban Renewal is hereby authorized to execute on behalf of the City of Chicago all other documents necessary and incidental to obtaining initial and final endorsement of said secured note by the Federal Housing Commissioner, and to do whatever is necessary to carry out and effectuate the project. Such documents shall include but are not limited to the following:

1. Building Loan Agreement, FHA Form No. 2441.
2. Owner-Architect Agreement, FHA Form No. 2719-A.
3. Mortgagor's Certificate, FHA Form No. 2433.
4. Mortgagor's Oath, FHA Form No. 2478.
5. Mortgagor's and Architect's Certificate, FHA Form No. 2403-1.
6. Agreement and Certification, FHA Form No. 3305.
7. Regional Attorney's Statement Re: Liens.
8. Request for first advance.
9. Monthly payout requests.

SECTION 3. Where applicable each document so executed shall contain the following provision:

> "This document is executed by the City of Chicago pursuant to an ordinance dated ............. ......................, 1969, authorizing it so to do. It is expressly agreed that any liability on the part of the City of Chicago created by or arising out of this document shall be payable solely out of the proceeds from the sale of the real property described in Schedule "A" attached to this document (hereinafter called the "Mortgaged Property"); out of any revenue from the operation, demolition or management of existing buildings or improvements of the Mortgaged Property; out of such capital grants as the City of Chicago may receive from the United States of America or any agency or instrumentality thereof in connection with the Mortgaged Property; or out of any local cash or non-cash grants-in-aid, as defined in the Act of Congress approved July 15, 1949, being Public Law 171—81st Congress known as the "Housing Act of 1949", as amended, including the Housing Act of 1954, which may be made in connection with the Mortgaged Property. It is expressly understood and agreed by the parties hereto that with the exception of the foregoing, nothing contained in this document shall be construed as creating any liability on the City of Chicago to pay any indebtedness accruing hereunder or any liability on the City of Chicago with respect to the performance of any covenant to pay money, either expressed or implied in said document (all such liability of the City of Chicago being expressly waived by the parties hereto and by every person now or hereafter claiming any right or security hereunder) except that the City of Chicago shall be liable for funds or property coming into its hands which, by the provisions of the Regulatory Agreement between the City of Chicago and the Federal Housing Administration, it is not entitled to retain."

SECTION 4. This ordinance shall be in full force and effect from and after its passage and approval.

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## *CITY COUNCIL INFORMED AS TO MISCELLANEOUS DOCUMENTS FILED OR RECEIVED IN CITY CLERK'S OFFICE.*

John C. Marcin, City Clerk, informed the City Council that documents have been filed or received in his office, relating to the respective subjects designated, as follows:

### *Proclamations.*

Proclamations of Honorable Richard J. Daley, Mayor, designating times for special observances as follows:

"Captive Nations Week": Week of July 13, 1969;

" 'Whizzer' White and Better Boys Foundation Day in Chicago": Sunday, June 29, 1969.

### *Acceptances, Assignments and Bonds under Ordinances.*

Also acceptances, assignments and bonds under ordinances as follows:

Mike Chiapetti Building Co., Inc.: new bond, together with an assignment from Hygrade Food Products Corp., of all right title, interest and benefits to switch track under an ordinance passed on December 5, 1957; filed on June 4, 1969;

Chicago Title and Trust Co.: acceptance and bond under an ordinance passed on April 9, 1969 (steam supply pipe with return pipe and telephone conduit); filed on June 11, 1969;

Horween Leather Co.: acceptance and bond under an ordinance passed on April 25, 1969 (tile water pipe and tile sewer pipe); filed on May 29, 1969;

Judge & Dolph, Ltd.: acceptance and bond under an ordinance passed on April 9, 1969 (switch track); filed on May 27, 1969;

La Salle-Madison Hotel Co.: acceptance and bond under an ordinance passed on April 25, 1969 (coal chutes and ash hoist); filed on June 11, 1969;

Morton International, Inc.: acceptance and bond under an ordinance passed on April 25, 1969 (switch track); filed on June 9, 1969;

National Beef & Provisions, Inc.: new bond, together with an assignment from Fulton Market Provision Co., of all right title, interest and benefit to I-beam containing trolley rail, under an ordinance passed on May 8, 1968; filed on June 11, 1969;

Phoenix Closures, Inc.: acceptance and bond under an ordinance passed on April 9, 1969 (concrete tunnel); filed on May 14, 1969;

Riverside Plaza Corp.: acceptance and bond under an ordinance passed on May 14, 1969 (vault); filed on June 12, 1969;

Joseph T. Ryerson & Son, Inc.: acceptance and bond under an ordinance passed on May 14, 1969 (two-way pneumatic tube system); filed on June 11, 1969;

Wendnagel and Co., Inc.: acceptance and bond under an ordinance passed on April 9, 1969 (switch track); filed on May 13, 1969;

Worsham College of Mortuary Science, Inc.: acceptance and bond under an ordinance passed on April 9, 1969 (vault); filed on May 12, 1969.

### *State Approval of Ordinances Concerning M.F.T. Projects.*

Also communications from G. T. March, District Engineer, dated July 3, 1969, announcing that the Division of Highways of the Department of Public Works and Buildings of the State of Illinois has approved ordinances passed by the City Council on May 14, 1969 (involving expenditures of motor fuel tax funds), as follows:

Funds authorized for engineering and right of way for the following arterial street improvements:

Pratt Avenue, widening and resurfacing between Western Avenue and Kedzie Avenue (Section 0707-CS);

Devon Avenue at Milwaukee and Nagel Avenues, improvement and channelization of the intersection (Section 0203-CS);

Sacramento Avenue and Franklin Boulevard, improvement and channelization of the intersection (Section 2121-CS);

119th Street at Vincennes Avenue and Western Avenue, improvement and channelizations (Section 0708-CS);

Fullerton Avenue, throat widening and channelization at the major intersections between Grand Avenue and Western Avenue (Section 0207-CS);

Central Avenue, throat widening and channelization at major intersections between Lake Street and Foster Avenue (Section 2127-CS).

### *Duplicate Payrolls.*

Also duplicate payrolls for the period ended on June 15, 1969, received from Otto H. Loser, City Comptroller, as follows:

Police Department Payrolls 1180, 1180H, 1186 and 1187;
Fire Department Payrolls 1230, 1230H and 1235;
Miscellaneous Payrolls.

### *Oaths of Office.*

Also oaths of office of the following:

Raymond Schoessling as a member of the Chicago Police Board; filed on July 2, 1969;

Clair M. Roddewig as a member of the Public Building Commission of Chicago; filed on July 2, 1969.

### *Reports and Documents of Commonwealth Edison Co.*

Also a communication (received on June 30, 1969) signed by Robert W. Bresemann, Assistant Secretary of the Commonwealth Edison Company, which reads as follows:

"Pursuant to the provision of the 1948 Franchise Ordinance granted to this Company, I am enclosing copies of reports of the Company, as listed below:

Monthly report to Illinois Commerce Commission with respect to routine transactions with affiliates for the month of May, 1969.

Statement, dated June 18, 1969, for bills issued in July, 1969, to Illinois Commerce Commission relating to Standard Contract Rider No. 20.

Monthly statement to Federal Power Commission (F.P.C. Form No. 5), of electric operating revenues and income, for the month of May, 1969.

Monthly power statement to Federal Power Commission (F.P.C. Form 12-E), for the month of March, 1969.

Monthly power statement to Federal Power Commission (F.P.C. Form 12-E), for the month of April, 1969.

Monthly power plant report to Federal Power Commission (F.P.C. Form No. 4), for the month of April, 1969".

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## *CITY COUNCIL INFORMED AS TO CERTAIN ACTIONS TAKEN.*

### *Pamphlet Publication of Ordinances.*

The City Clerk informed the City Council that all those ordinances which were passed by the City Council on June 23, 1969, and which were required by statute to be published in book or pamphlet form or in one or more newspapers, were published in pamphlet form on July 7, 1969 by being printed in full text in printed pamphlet copies of the Journal of the Proceedings of the City Council of the regular meeting held on June 23, 1969 [published by authority of the City Council in accordance with the provisions of Section 5-5 of the Municipal Code of Chicago, as passed on December 22, 1947], which printed pamphlet copies were delivered to the City Clerk on July 7, 1969.

### *Newspaper Publication of Ordinances.*

The City Clerk further informed the City Council that he had published in *Chicago Today,* a newspaper of general circulation published in the City of Chicago on June 30, 1969, the following ordinances passed by the City Council on June 23, 1969:

An ordinance amending Section 4 of "An Ordinance authorizing the issue of $5,500,000 Electric Lighting System Bonds of the City of Chicago and providing for the levy of taxes for the payment thereof".

An ordinance amending Section 4 of "An Ordinance authorizing the issue of $7,000,000 Garbage and Refuse Disposal Bonds of the City of Chicago and providing for the levy of taxes for the payment thereof".

An ordinance amending Section 4 of "An Ordinance authorizing the issue of $8,000,000 Garbage and Disposal Bonds of the City of Chicago and providing for the levy of taxes for the payment thereof".

### *Filing of Certified Copies of Bond Issue Ordinances with County Clerks.*

The City Clerk further informed the City Council that he had filed with the County Clerk of Cook County on July 2, 1969 and with the County Clerk of Du Page County on July 3, 1969, respectively, certified copies of ordinances passed by the City Council on June 23, 1969, as follows:

Ordinance authorizing issuance of $8,000,000 Garbage and Disposal Bonds and providing for the levy of taxes for the payment thereof;

Ordinance authorizing the issuance of $7,000,000 Garbage and Refuse Disposal Bonds and providing for the levy of taxes for the payment thereof;

Ordinance authorizing the issuance of $5,550,000

Electric Lighting System Bonds and providing for the levy of taxes for the payment thereof.

### *MISCELLANEOUS COMMUNICATIONS, REPORTS, ETC. REQUIRING COUNCIL ACTION (TRANSMITTED TO CITY COUNCIL BY CITY CLERK).*

The City Clerk transmitted communications, reports, etc., relating to the respective subjects listed below, which were acted upon by the City Council in each case in the manner noted, as follows:

*Monthly Report of Board of Health (Medical Examination and Emergency Treatment).*

A report of the Board of Health (Medical Examination and Emergency Treatment) for the month of June, 1969.—*Placed on File.*

*Annual Report of Policemen's Annuity and Benefit Fund.*

Also the annual report of the Policemen's Annuity and Benefit Fund submitted by William J. Buettner, President.—*Placed on File.*

*Motor Fuel Tax Fund Analyses.*

Also a communication from Otto H. Loser, City Comptroller, under date of June 26, 1969, addressed to the City Clerk, transmitting a copy of the Motor Fuel Tax Fund Analyses for the year ended December 31, 1968, which was *Placed on File.*

*Court Decisions.*

Also communications from the Law Department addressed to the City Council, signed by Edmund Hatfield and Richard F. Friedman, Assistants Corporation Counsel, and Marvin E. Aspen, Head of Appeals and Review Division, transmitting the following decisions, which were *Placed on File:*

> *Guaranty Bank and Trust Company, as Trustee, et al., Plaintiffs-Appellants vs City of Chicago, Defendant-Appellee. In the Illinois Appellate Court, First District, No. 53207.* This appeal from the trial court upholding the constitutionality of the Chicago Zoning Ordinance was based on the efforts of the plaintiffs to rezone the property in question to permit construction of an automobile service station even though the subject-property is included in the Southeast Englewood Conservation Project, which contemplates continued use for low density residential purposes. Since the creation of an Urban Renewal Area is specifically meant to preclude slum, blight and decay the court held that to invalidate the B3 zoning classification would be to impair status of the neighborhood, therefore the judgment of the Circuit Court is accordingly affirmed.
>
> *Roland A. Olson, Plaintiff-Appellee, vs City of Chicago, a Municipal Corporation, Defendant-Appellant. In the Illinois Appellate Court, No. 52975.* This is an appeal by the City of Chicago from a declaratory judgment of the Circuit Court of Cook County voiding and holding unconstitutional the R1 zoning classification of the instant property. The plaintiff sought to construct a series of townhouses on the subject-property but was prevented from so doing because of the R1 zoning classification. The Appellate Court held this invalid as to the subject-property because other property in the vicinity did not conform to the area's single-family residence pattern, that the property value declined when zoned R1 and because there was no showing that the proposed use would be detrimental to the surrounding properties. Judgment of the Circuit Court is hereby affirmed.

*Zoning Reclassifications of Particular Areas.*

Also applications (in triplicate) of the persons named below, together with proposed ordinances, for amendment of the Chicago Zoning Ordinance as amended, for the purpose of reclassifying particular areas, which were *Referred to the Committee on Buildings and Zoning,* as follows:

Louis Bein—to classify as a B2-4 Restricted Retail District instead of an R7 General Residence District the area shown on Map No. 13-G bounded by

> a line 110 feet north of W. Carmen Avenue; the alley next east of and parallel to N. Sheridan Road; W. Carmen Avenue; and N. Sheridan Road;

Chicago Dwellings Association—to classify as an R4 General Residence District instead of an R3 General Residence District and a C1-2 Restricted Commercial District the area shown on Map No. 16-F bounded by

> a line 223.44 feet north of W. 70th Street; the alley next east of and parallel to S. Wentworth Avenue; W. 70th Street; and S. Wentworth Avenue;

William Douvris—to classify as a B5-3 General Service District instead of a B3-3 General Retail District the area shown on Map No. 13-I bounded by

> W. Gunnison Street; N. Lincoln Avenue; N. Western Avenue; W. Lawrence Avenue; the alley next west of and parallel to N. Western Avenue; the alley next south of and parallel to W. Gunnison Street; and a line 55 feet west of the alley next west of N. Lincoln Avenue;

Ernest G. Havrilla—to classify as a B4-2 Restricted Service District instead of an R2 Single Family Residence District and a B4-1 Restricted Service District the area shown on Map No. 28-J bounded by

> W. 111th Street; S. Kedzie Avenue; a line 150 feet south of W. 111th Street; and S. Sawyer Avenue;

Paul L. O'Toole—to classify as an R4 General Residence District instead of an M1-1 Restricted Manufacturing District the area shown on Map No. 32-E bounded by

> E. 134th Street; S. Indiana Avenue; and the corporate limits of the City of Chicago;

Frank Paris—to classify as a C1-2 Restricted Commercial District instead of a B4-2 Restricted Service District the area shown on Map No. 1-M bounded by

> the alley next north of and parallel to W. Madison Street; N. Mason Avenue; W. Madison Street; and N. Austin Boulevard;

Donald Phares—to classify as a B4-2 Restricted Service District instead of a B4-1 Restricted Service District the area shown on Map No. 13-N bounded by

> a line 267.7 feet north of W. Argyle Street; the alley next east of and parallel to N. Harlem Avenue; W. Argyle Street; and N. Harlem Avenue;

Anthony Piazza—to classify as an R4 General Residence District instead of an R2 Single Family Residence District the area shown on Map No. 16-M bounded by

> the alley next north of and parallel to W. 64th Place; S. Mobile Avenue; W. 64th Place; and a line 240 feet west of S. Mobile Avenue;

The Server Company—to classify as an R8 General Residence District instead of an R7 General Residence District the area shown on Map No. 3-E bounded by

the alley next north of and parallel to E. Bellevue Place; a line 416 feet west of N. Lake Shore Drive; E. Bellevue Place; and the alley next east of N. Rush Street;

Robert H. Snow—to classify as a C1-4 Restricted Commercial District instead of a C1-3 Restricted Commercial District the area shown on Map No. 6-F bounded by

a line 50 feet south of W. 24th Street; the west line of the right of way of the Dan Ryan Expressway; and S. Wentworth Avenue;

Carl H. Stassen—to classify as a C1-2 Restricted Commercial District instead of an R5 General Residence District the area shown on Map No. 10-E bounded by

a line 75 feet north of E. 45th Street; the alley next east of and parallel to S. Michigan Avenue; E. 45th Street; and S. Michigan Avenue;

Union 76 Division of Union Oil Co. of California—to classify as a B4-2 Restricted Service District instead of a B2-2 Restricted Retail District the area shown on Map No. 16-J bounded by

W. 70th Place; the alley next east of and parallel to S. Pulaski Road; W. 71st Street; and S. Pulaski Road.

### *Claims against City of Chicago.*

Also claims against the City of Chicago, which were *Referred to the Committee on Finance,* filed by the following:

Franklin G. Allen, Allstate Insurance (2) Genevieve C. Larson and Frank Wilczak, American Window Cleaning Co., John Austin, Florence B. Beavers, Ronald J. Behm, Harry Boulahanis, Ethel P. Burnette, Mary E. Burns, Car City Insurance and S. G. Brewer, Adlert M. Cartman, John Catham, Anna K. Condux, Adrian Cruz, Lillian Dalesandro, James Dunbar, Martin C. Dwyer, Inc., E. F. A. Corporation, Anthony Fanale, Ruth Ham, Charles W. Hammond, Marge Himmer, Ann Mae Hofmann, Benny Jackson, Bertha Janiak, Marion Janowsky, Ruyas Johnson, Willard Jones, Dennis J. Kuczer, Armando LeDonne, Arthur Mann, Eddie Martin, Anna Mildenberger, Jessie Milner, Dean Natkin, Justin J. Nelligan, Charles Newell, North-West Realty Co., O'Hare Van Lines, Stephanie Piecuch, Charles J. Pollyea, Cezary Radzilowsky, Nannie Ray, Reserve Insurance Co. and Michael Riggs, Reynolds Metal Co., Otto Robinson, Rufus Roundtree, Herbert Rowan, A. L. Salzman & Sons, Howard R. Slater, State Farm Insurance (2) James Nonn and William Trautman, Elefterios Stefantos, Robert Stoberl, Phil Strzelecki, Zdenek Svoboda, Jennie Szymanski, Edwin Thorson, Noe Trevino, Underwriters Adjusting Co. and Charles and Phyllis Tanzer, University Acceptance Corp. and Oscar Villabol, Mary Vella, Charles White, Jr.

### *Settlements of Suits with Entries of Judgments against City.*

Also a report from the Corporation Counsel addressed to the City Council under date of June 30, 1969 (signed by Brian M. Kilgallon, Assistant Corporation Counsel), as to suits against the City of Chicago in which settlements were made and judgments entered.—*Referred to the Committee on Finance.*

### *Placed on File*—NOTIFICATION AS TO SELECTIONS OF PROXIES TO AFFIX SIGNATURES OF MAYOR AND CITY COMPTROLLER TO SPECIFIED TAX ANTICIPATION WARRANTS FOR BOARD OF EDUCATION SCHOOL PURPOSES.

By unanimous consent the City Clerk transmitted the following communications, which were *Placed on File:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 2, 1969.

*To the Honorable, The City Council of the City of Chicago:*

GENTLEMEN—Please take notice that I have selected and do hereby designate J. W. Parker as my proxy, for me and in my name, place and stead to affix my signature as Mayor of the City of Chicago to the Tax Anticipation Warrants issued against and in anticipation of the collection of taxes levied for the year 1969 for the following Board of Education School Purposes, which warrants are to be numbered consecutively commencing with Number 1, prefixed as follows, for each of the Board of Education School Purposes, respectively:

| | |
|---|---|
| Educational Fund | E-12501 |
| Building Purposes and the Purchase of School Grounds Fund | B-1 |

which warrants may be of the denomination of $1,000.00, or of the denominations of multiples of $1,000.00 and which in the aggregate principal amount shall not exceed 75 per cent of the tax levy for 1969 for said purposes respectively.

Appended hereto is a written signature as my name is to appear on said Tax Anticipation Warrants, executed by the said J. W. Parker, with said proxy's own signature underneath, as required by statute.

Respectfully submitted,
(Signed) RICHARD J. DALEY,
*Mayor.*

[Signatures appended as stated]

—

CITY OF CHICAGO
OFFICE OF THE CITY COMPTROLLER

July 2, 1969.

*To the Honorable, The City Council of the City of Chicago:*

GENTLEMEN—Please take notice that I have selected and do hereby designate T. F. Murphy as my proxy, for me and in my name, place and stead to affix my signature as City Comptroller of the City of Chicago to the Tax Anticipation Warrants issued against and in anticipation of the collection of taxes levied for the year 1969 for the following Board of Education School Purposes, which warrants are to be numbered consecutively commencing with Number 1, prefixed as follows for each of the Board of Education School Purposes, respectively:

| | |
|---|---|
| Educational Fund | E-12501 |
| Building Purposes and the Purchase of School Grounds Fund | B-1 |

which warrants may be of the denomination of $1,000.00 or of the denominations of multiples of $1,000.00 and which in the aggregate principal amount shall not exceed 75 per cent of the tax levy for 1969 for said purposes respectively.

Appended hereto is a written signature as my name is to appear on said Tax Anticipation Warrants, executed by the said T. F. Murphy, with said proxy's own signature underneath, as required by statute.

Very truly yours,

(Signed) OTTO H. LOSER,
*City Comptroller.*

[Signatures appended as stated]

### *Referred*—PROPOSED ORDINANCES RECOMMENDED BY BOARD OF LOCAL IMPROVEMENTS FOR CONSTRUCTION OF SIDEWALKS AND FOR ALLEY AND STREET IMPROVEMENTS.

The City Clerk transmitted the following communications addressed to him under dates of July 2, 3, and 7, 1969 (signed by Virgil A. Berg, Secretary and Raymond F. Gleason, Acting Secretary of the Board of Local Improvements), which were together with the proposed ordinances transmitted therewith, *Referred to the Committee on Local Industries, Streets and Alleys:*

"Submitted herewith is an improvement ordinance for presentation to the City Council at its next regular meeting, July 8, 1969:

"As provided in the Local Improvement Act, the Board has held public hearing on said improvement with reference to the extent, nature, kind, character and estimated cost thereof and recommends passage of said ordinance.

Ward 41—Grading and paving alleys between W. Birchwood Avenue, W. Jarvis Avenue, N. Olcott Avenue and N. Oleander Avenue, etc.".

"Submitted herewith is an improvement ordinance for presentation to the City Council at its next regular meeting, July 8, 1969:

"As provided in the Local Improvement Act, the Board has held public hearing on said improvement with reference to the extent, nature, kind, character and estimated cost thereof and recommends passage of said ordinance.

Ward 23—Grading and paving alley between W. 45th Street, W. 46th Street, S. Pulaski Road and S. Komensky Avenue".

"Submitted herewith are three (3) improvement ordinances for presentation to the City Council at its next regular meeting, July 8, 1969:

"As provided in the Local Improvement Act, the Board has held public hearings on said improvements with reference to the extent, nature, kind, character and estimated cost thereof and recommends passage of said ordinances.

Ward 23—Grading and paving alley between W. 45th Street, W. 46th Street, S. Lawler Avenue and S. Leclaire Avenue, etc.;

Ward 45—Grading and paving alley between N. Hiawatha Avenue, N. Leoti Avenue, N. Leroy Avenue and N. Le Mai Avenue;

Ward 50—Grading and paving alleys between W. Hood Avenue, N. Lincoln Avenue, N. Troy Street and N. Kedzie Avenue".

"Submitted herewith are seven (7) improvement ordinances for presentation to the City Council at its next regular meeting, July 8, 1969:

"As provided in the Local Improvement Act, the Board has held public hearings on said improvements with reference to the extent, nature, kind, character and estimated cost thereof and recommends passage of said ordinances.

Ward 18—Grading and paving alley between W. 85th Street, W. 86th Street, S. Kedvale Avenue and S. Keeler Avenue;

Ward 23—Grading and paving alleys between W. 50th Street, W. 51st Street, S. Kostner Avenue and S. Kenneth Avenue, etc.;

Ward 23—Grading and paving alley between W. 51st Street, W. 52nd Street, S. New England Avenue and S. Newland Avenue;

Ward 38—Grading and paving alley between W. Roscoe Street, W. School Street, N. Ozark Avenue and N. Ozanam Avenue;

Ward 41—Grading and paving alley between W. Matson Avenue, W. Miami Avenue, N. Mason Avenue and N. Austin Avenue;

Ward 41—Grading and paving alley between W. Highland Avenue, N. Milwaukee Avenue and N. Mobile Avenue, etc.;

Ward 41—Grading, paving and improving W. Albion Avenue from a line parallel with and twelve and six-tenths (12.6) feet northeasterly of the westerly line of N. Milwaukee Avenue to the west line of N. Newcastle Avenue".

# REPORTS OF COMMITTEES.

Committee reports were submitted as indicated below. *No request under the statute was made by any two aldermen present to defer any of said reports, for final action thereon, to the next regular meeting of the Council, except where otherwise indicated.*

## COMMITTEE ON FINANCE.

### Transfers of Funds in Appropriations Authorized and Directed.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, to authorize and direct transfers of funds in certain appropriations.

On motion of Alderman Keane the said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Simon, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said ordinance as passed:

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. **That the City Comptroller and the City Treasurer are authorized and directed to make the** following transfers of funds for the year 1969. The department heads making the requests for their transfers have certified that such transfers from the accounts shown will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1969, payable from such appropriations:

| *From Account* | *Purpose* | *Amount* | *To Account* | *Purpose* | *Amount* |
|---|---|---|---|---|---|
| CITY TREASURER | | | | | |
| 100.1530.005 | Salaries and Wages— on Payroll | $ 1,570.00 | 100.1530.172 | Insurance | $ 1,320.00 |
| | | | 100.1530.162 | Repair or Maintenance of Equipment | 250.00 |
| COMMISSION FOR REHABILITATION OF PERSONS | | | | | |
| 100.3440.005 | Salaries and Wages— on Payroll | 14,800.00 | 100.3440.149 | Other Professional and Technical Services | 2,900.00 |
| 100.3440.526 | Improvements | 6,000.00 | 100.3440.157 | Rental of Equipment and Services | 500.00 |
| | | | 100.3440.186 | Telephone | 400.00 |
| | | | 100.3440.270 | Local Transportation | 1,000.00 |
| | | | 100.3440.330 | Food | 7,000.00 |
| | | | 100.3440.340 | Material and Supplies | 7,000.00 |
| | | | 100.3440.342 | Drugs, Medical and Chemical Materials and Supplies | 2,000.00 |
| DEPARTMENT OF WATER AND SEWERS<br>*Bureau of Sewers* | | | | | |
| 200.5810.270 | Local Transportation | 2,000.00 | 200.5810.186 | Telephone | 2,000.00. |

SECTION 2. **This ordinance shall be in force and effect from and after its passage.**

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## Approval Given to Selection of Site in Washington Park Designated by Public Building Commission for Erection and Construction of Vincennes-Washington Park Elementary School together with Park and Playground Facilities Adjacent to DuSable High School.

The Committee on Finance submitted a report recommending that the City Council adopt the following proposed resolution transmitted therewith:

WHEREAS, The Legislature of the State of Illinois passed an Act to authorize the creation of Public Building Commissions and to define their rights, powers and duties, approved July 5, 1955, as amended; and

WHEREAS, The Legislature found and declared it to be necessary and desirable to make possible the construction, acquisition or enlargement of public improvements, buildings and facilities at convenient locations within the county seats and municipalities for use by governmental agencies in the furnishing of essential governmental, health, safety and welfare services to its citizens; and

WHEREAS, The Board of Education of the City of Chicago has requested the Public Building Commission of Chicago to undertake an emergency program involving the construction, alteration, repair, renovation and rehabilitation of public schools in the City of Chicago; and

WHEREAS, The Chicago Park District has similarly requested the Public Building Commission of Chicago, that in conjunction with new schools, related park facilities be constructed, to the end that full utilization may be made of the property and facilities for the benefit of school children during school terms and for the general public during non-school hours and other periods; and

WHEREAS, The Department of Development and Planning of the City of Chicago, in accordance with the comprehensive plan for the City of Chicago and in cooperation with the Board of Education of the City of Chicago and the Chicago Park District, has recommended and approved, and the Public Building Commission of Chicago, pursuant to the provisions of said Public Building Commission Act, has selected, located and designated the following-described sites, known as Project BE-7, and lying wholly within the territorial limits of the City of Chicago, as sites to be acquired for the erection and construction of a Vincennes-Washington Park elementary school, containing grades 6 through 8, to serve approximately 1,500 pupils, together with park, recreational and playground facilities; and park, recreational and playground facilities for and adjacent to Du Sable High School:

Site for the erection and construction of a Vincennes-Washington Park Elementary School:

That certain rectangular tract of land lying wholly within Washington Park in the City of Chicago and County of Cook, Illinois, bounded on the north by the south line of E. 51st Street, lying between the west line of S. St. Lawrence Avenue and the east line of S. Vincennes Avenue; on the east by a line commencing at the point of intersection of the west line of S. St. Lawrence Avenue and the south line of E. 51st Street, thence southerly 300′ at a 90° angle with the south line of E. 51st Street; on the south by a line running parallel to and lying 300′ south of the north line of said tract; and on the west by a line commencing at the point of intersection of the east line of S. Vincennes Avenue extended southerly with the south line of E. 51st Street, thence southerly at a 90° angle with the south line of E. 51st Street to the point of intersection with the south line of said tract,

including easements and reversionary interests in the streets, alleys and other public places.

Site for park, recreational and playground facilities for and adjacent to Du Sable High School:

Block bounded by E. 48th Street on the north; S. Wabash Avenue on the east; E. 49th Street on the south; and S. State Street on the west, in the City of Chicago and County of Cook, Illinois,

including all reversionary interests in the whole of E. 49th Street lying between the west line of S. Wabash Avenue and the east line of S. State Street, and also including easements and reversionary interests in the other streets, alleys and other public places and has requested, pursuant to the requirements of Section 14 of said Public Building Commission Act, that the City Council of the City of Chicago approve said site so selected, located and designated; now, therefore,

*Be It Resolved,* That the City Council of the City of Chicago does hereby approve the following sites, heretofore selected, located and designated by the Public Building Commission of Chicago as sites to be acquired for the erection and construction of a Vincennes-Washington Park elementary school, containing grades 6 through 8, to serve approximately 1,500 pupils, together with park recreational and playground facilities; and park recreational and playground facilities for and adjacent to Du Sable High School:

Site for the erection and construction of a Vincennes-Washington Park Elementary School:

That certain rectangular tract of land lying wholly within Washington Park in the City of Chicago and County of Cook, Illinois, bounded on the north by the south line of E. 51st Street, lying between the west line of S. St. Lawrence Avenue and the east line of S. Vincennes Avenue; on the east by a line commencing at the point of intersection of the west line of S. St. Lawrence Avenue and the south line of E. 51st Street, thence southerly 300′ at a 90° angle with the south line of E. 51st Street; on the south by a line running parallel to and lying 300′ south of the north line of said tract; and on the west by a line commencing at the point of intersection of the east line of S. Vincennes Avenue extended southerly with the south line of E. 51st Street, thence southerly at a 90° angle with the south line of E. 51st Street to the point of intersection with the south line of said tract,

including easements and reversionary interests in the streets, alleys and other public places.

Site for park, recreational and playground facilities for and adjacent to Du Sable High School:

Block bounded by E. 48th Street on the north; S. Wabash Avenue on the east; E. 49th Street on the south; and S. State Street on the west, in the City of Chicago and County of Cook, Illinois,

including all reversionary interests in the whole of E. 49th Street lying between the west line of S. Wabash Avenue and the east line of S. State Street, and also including easements and reversionary interests in the other streets, alleys and other public places.

On motion of Alderman Keane the foregoing proposed resolution was *Adopted,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Scholl, Fried, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—42.

*Nays*—Aldermen Despres, Simon, McCutcheon—3.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

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## Authority Granted for Filing of Application with U.S. Dept. of H.U.D. for Grant for Urban Beautification and Improvement of Open-Space and Other Public Urban Land.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

WHEREAS, Title IX of the Housing and Urban Development Act of 1965 amends Title VII of the Housing Act of 1961 and provides for the making of grants by the Department of Housing and Urban Development to States and local public bodies to assist them in the beautification and improvement of open-space and other public urban land where comprehensively planned development of the locality; and

WHEREAS, The City of Chicago desires to beautify and improve open-space and other public urban land to facilitate their increased use and enjoyment; and

WHEREAS, Title VI of the Civil Rights Act of 1964 and the regulations of the Department of Housing and Urban Development effectuating that Title prohibit discrimination on the basis of race, creed, color, or national origin in the use of all facilities and improvements provided by Federal assistance; and

WHEREAS, The City of Chicago is cognizant of the conditions that are imposed in the undertaking and carrying out of programs assisted under Title VII of the Housing Act of 1961, as amended, including those relating to labor standards and equal employment opportunity; and

WHEREAS, It is estimated that the cost of the activities proposed to be carried out in performance of beautification and improvement of open-space and other public land exceeds the usual expenditures of the City of Chicago for such activities by three million eight hundred eighty-one thousand two hundred ninety-nine dollars ($3,881,299.00); now, therefore,

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That an application be made to the Department of Housing and Urban Development for a grant in an amount authorized by Title VII of the Housing Act of 1961, as amended for urban beautification and improvement of open-space and other public urban land, which amount is presently estimated to be one million dollars ($1,000,000.00), and that the City of Chicago will provide the balance of the cost.

SECTION 2. That the Mayor of the City of Chicago is hereby authorized and directed to execute and to file such application with the Department of Housing and Urban Development, and that the Commissioner of the Department of Public Works is authorized to act as the correspondent of the City of Chicago and to provide additional information and to furnish such documents as may be required by said Department.

SECTION 3. That the proposed urban beautification activities are in accordance with the beautification program prepared by the City of Chicago, of importance to the comprehensively planned development of the locality, and that, should said grant application be approved, the City of Chicago will undertake, carry out, and complete said application and approved by the Department of Housing and Urban Development.

SECTION 4. That the United States of America and the Secretary of Housing and Urban Development be, and they hereby are, assured of full compliance by the City of Chicago with regulations of the Department of Housing and Urban Development effectuating Title VI of the Civil Rights Act of 1964.

SECTION 5. This ordinance shall be in full force and effect from and after its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Simon, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

## Authority Granted for Execution of Application for Grant from U.S. Dept. of Interior for Water Supply and Pollution Control Demonstration Project.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Commissioner of the Department of Water and Sewers is hereby authorized to execute on behalf of the City of Chicago, an application for Water Supply and Pollution Control Demonstration Project Grant, as hereto attached and made a part of this ordinance, which said application is to be approved as to form and legality by the Corporation Counsel of the City of Chicago.

SECTION 2. This ordinance shall be in force and effect from and after the date of its passage.

[Application attached to this ordinance printed on page 5736 of this Journal]

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Simon, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

## Authority Granted for Execution of Lease Agreement with Alpha Airlines, Inc. for Joint-Use of Counter and Office Space in Terminal Building at Merrill C. Meigs Field.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, to authorize execution of lease agreement with Alpha Airlines, Inc. for joint-use of counter and office space in Terminal Building at Merrill C. Meigs Field.

**On motion of Alderman Keane the said proposed ordinance was *Passed,* by yeas and nays as follows:**

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Simon, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—43.

***Nays*—None.**

**The following is said ordinance as passed:**

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Aviation and the City Comptroller, subject to approval as to form and legality of the Corporation Counsel, are authorized to execute in behalf of the City of Chicago an agreement with Alpha Airlines, Inc., at Merrill C. Meigs Field, said agreement to be in the following form:

This agreement made this ..........................day of ................................. A. D. ........, between the City of Chicago, a municipal corporation of the State of Illinois, hereinafter called "Landlord" and Alpha Airlines, Inc. a corporation organized and existing by virtue of the laws of the State of Indiana, hereinafter called "Tenant".

WITNESSETH:

That Landlord, for and in consideration of the terms and conditions, both general and special, hereinafter contained and made on the part of Tenant, does hereby grant to Tenant for use only by Tenant, the privileges hereinafter described on premises at Merrill C. Meigs Field, hereinafter called "Airport" in the City of Chicago, Counties of Cook and DuPage, State of Illinois.

This agreement shall consist of three parts:

Part I—General Conditions

Part II—Special Conditions numbered 1 to 7

Part III—Exhibits and Attachments lettered A

All constituting the entire agreement between the parties and no warranties, inducements, con-

(Continued on page 5737)

PHS-3990-1
REV. 2-65

U. S. DEPARTMENT OF THE INTERIOR
Federal Water Pollution Control Administration
RESEARCH AND TRAINING GRANT PROGRAM
633 Indiana Avenue, N. W.
Washington, D. C. 20242

Form Approved
Budget Bureau No. 68-R777

(Leave Blank)
R'cd date
Action

(Leave Blank)
No.

## APPLICATION FOR
## WATER SUPPLY AND POLLUTION CONTROL
## DEMONSTRATION PROJECT GRANT

TO: Chief, Division of Water Supply and Pollution Control

Application is hereby made for a Demonstration Project Grant for the period and in the amount stated, and for the purpose described herein, in accord with the Agreement signed below.

1. TYPE OF APPLICATION: ☒ XX Original ☐ Revision ☐ Supplement ☐ Continuation

2. GRANT PERIOD: 9-1-1969 (Month-Day-Year) Through 8-31-1970 (Month-Day-Year) (One year or less)

3. AMOUNT REQUESTED: (For Grant Period, Item 2): $ 123,711 (Total Budget, Item 10 H.)

4. TITLE OF PROJECT: (Brief and descriptive)
Viral Surveillance of Water Supplies in Metropolitan Chicago

5. APPLICANT AGENCY OR INSTITUTION:
Name City of Chicago
Department Dept. of Water and Sewers
Address Room 403, City Hall
Chicago, Illinois

6. FINANCIAL OFFICER TO RECEIVE GRANT FUNDS:
Name Otto H. Loser
Title City Comptroller
Address Room 501, City Hall
Signature:

7. DEMONSTRATION PROJECT DIRECTOR:
Name Benjamin F. Willey
Title Director, Water Purification Laboratories
Address Water Filtration Plant
1000 East Ohio Street
Chicago, Illinois 60611

8. OFFICIAL AUTHORIZED TO SIGN FOR APPLICANT:
Name James W. Jardine, Commissioner
Title Dept. of Water and Sewers
Address Room 403, City Hall
Chicago, Illinois

9. AGREEMENT: It is agreed and understood that funds granted as a result of this application are to be expended solely for the purposes set forth herein and in compliance with the applicable terms and conditions as established by the Public Health Service; and that the grant may be revoked in whole or in part at any time by the Public Health Service in the event the funds are not so utilized.

(Date)

(Signature of Official Authorized to Sign, Item 8)

The undersigned agrees to comply with Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and the Regulation issued pursuant thereto and states that the Assurance of Compliance with such Regulation (Form HEW-441) which has previously been filed by the applicant, or is attached, applies to this project."

(Signature of Official Authorized to Sign for Applicant, Agency or Institution)

(Continued from page 5735)

siderations, promises or other inferences, shall be implied or impressed upon such agreement that are not set forth herein at length.

[Part I-General Conditions attached to this ordinance is common to "Part I-General Conditions" printed on pages 5428-5431 of the Journal of Proceedings of April 25, 1969]

PART II—SPECIAL CONDITIONS

1. The first paragraph of Article IX, General Conditions, reading as follows:

> "Landlord hereby grants to Tenant the right of access and ingress to and egress from the premises by Tenant and its employees, contractors, suppliers, servicemen, sublessees, guests, patrons and invitees; provided, that such rights of access, ingress and egress, are at all times exercised in conformance with any and all regulations promulgated by Landlord or the Commissioner, or other lawful authority, for the care, operation, maintenance and protection of the Airport and the public."

shall be and is hereby changed to read as follows:

> Landlord hereby grants to Tenant, subject to a similar right of other tenants in the joint space, the right of access and ingress to and egress from the premises by Tenant and its employees, contractors, suppliers, servicemen, sublessees, guests, patrons and invitees; provided, that such rights of access, ingress and egress, are at all times exercised in conformance with any and all regulations promulgated by Landlord or the Commissioner, or other lawful authority, for the care, operation, maintenance and protection of the Airport and the public.

2. *Premises*

Landlord, for and in consideration of the covenants and agreements herein mentioned, to be kept and performed by both parties hereto, does hereby allow Tenant to use, in common with other commercial aircraft operators whom Landlord may from time to time allow to use the same space for the same purpose, the space located in the Terminal Building at Merrill C. Meigs Field which is outlined in red on Exhibit "A" attached hereto and by this reference made a part hereof.

3. *Purpose*

Tenant agrees that the premises herein demised are to be used solely in connection with its business of air transportation.

4. *Term*

The term of this agreement shall be for a period of one (1) year commencing on ..........................., the date of approval of ordinance by the City Council of the City of Chicago. It is understood and agreed that notwithstanding the above term either party may cancel this agreement on thirty (30) days notice to the other party in writing of its election so to do.

5. *Rental*

Tenant shall pay Landlord, at the office of the Comptroller, as rental for such use and occupancy, the sum of seventy-five and no/100 dollars ($75.00) per month, payable in advance on the first day of each month during the term of this agreement.

Tenant shall further pay Landlord, at the office of the Comptroller, as rental for such use and occupancy for each month, the sum of two hundred fifty and no/100 dollars ($250.00) per month, payable in advance on the first day of such month during the term of this agreement. Payment due in landing fees for operation at Merrill C. Meigs Field during such month, as required hereinafter pursuant to Section 7, may be offset against said further rental of $250.00 per month, but the amount of any Meigs landing fees incurred by Tenant exceeding said further rental for the month shall be paid as prescribed in Section 7.

If any rental hereunder commences after the first day or terminates prior to the last day of any month, such rental for such month shall be determined on a pro-rata basis according to the number of days of such month involved.

6. *Performance Bond*

At the time of the execution hereof, Tenant shall execute and deliver to the Comptroller a Performance Bond in the amount of one thousand nine hundred fifty and no/100 dollars ($1,950.00), in form and type as to be determined solely by the Comptroller, which bond shall guarantee faithful performance of the provisions of the contract.

7. *Operation*

Tenant agrees that it shall keep and maintain records of all landings made at Merrill C. Meigs Field, Chicago Midway Airport and Chicago-O'Hare International Airport, in form as approved by the Comptroller, and shall remit to Comptroller, with itemized report of landings, copy of which shall go to the Commissioner, on or before the 15th day of the month following, payment for all such landings made during the preceding month, or portion thereof. Said payment is to be computed on landing fees, but not parking fees, then in effect as outlined in Chapter 37 of the Municipal Code of Chicago. Landing fees shall not be assessed for any landing of a ferry flight between Chicago Midway Airport and Merrill C. Meigs Field, or for any landing of an aircraft returning to the airport from which it took off because of meteorological conditions, mechanical or operating causes, or any similar emergency or precautionary reason. Since Chicago-O'Hare International Airport landing fee is subject to change every calendar half-year, Commissioner shall advise Tenant of the specific fee to be in effect at Chicago-O'Hare International Airport for each such period, at least fifteen (15) days in advance of such period. It is understood and agreed that Tenant shall not, without prior approval of Landlord, operate a scheduled air transportation business from either Chicago-O'Hare International Airport or Chicago Midway Airport. It is further understood that it is not the intent of Landlord to make available any area at Merrill C. Meigs Field to any agency for installation of electronic navigational facilities intended for use in routine Instrument Flight Rule (IFR) operations, it being the primary function of said airport to provide only for Visual Flight Rule (VFR) operations.

In Witness Whereof, the parties hereto have caused this instrument to be executed under their respective seals on the day and year first above written.

[Signature forms omitted]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

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## Authority Granted for Execution of License Agreement with Chicago Title and Trust Co. (Trustee) for Operation and Maintenance of Existing Approach Light Pole and Transmission Lines at Chicago Midway Airport.

The Committee on Finance submitted a report rec-

ommending that the City Council pass a proposed ordinance transmitted therewith, to authorize Execution of License Agreement with Chicago Title and Trust Company as Trustee for operation and maintenance of existing approach light pole and transmission lines at Chicago Midway Airport.

**On motion of Alderman Keane the said proposed ordinance was *Passed,* by yeas and nays as follows:**

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Simon, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City Comptroller and the Commissioner of Aviation, subject to the approval of the Corporation Counsel as to form and legality, are authorized to execute on behalf of the City of Chicago a License Agreement with the Chicago Title and Trust Co. T/U/T Uo. 43465, said agreement to be in the following forms:

This Agreement mads this .............. day of ...................., 19...., by and between Chicago Title and Trust Co., as Trustee under its Trust No. 43465 and not individually, its successors, assigns and grantees, hereinafter called the Licensor, and the City of Chicago, a Municipal Corporation of the State of Illinois and its assigns, hereinafter called the licensee:

WHEREAS, The Licensee desires to install two steel light standard poles and electrical transmission lights across and over the property of the Licensor hereinafter described; and

WHEREAS, Licensor shall allow such installations on said property upon terms and conditions hereinafter outlined.

WITNESSETH:

Now, Therefore, for and in consideration of the sum of two thousand dollars ($2,000.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual covenants, promises, and agreements herein made, the Licensor hereby grants to the Licensee a license to construct, operate, maintain, renew, and remove steel light standard poles and electrical transmission lines across and over the property of the Licensor at the following location viz:

That part of Lots 44 and 45 lying Westerly of that part conveyed to James T. Maher by deed recorded June 1, 1896 as document 2397292 described as follows: a strip being 66 feet wide across said Lots 44 and 45 said strip being 33 feet on each side of a center line described as follows: beginning at a point on the North line of said Lot 44; thence Southwesterly on a curve convex to the Northwest with a radius of 870.8 feet to a point in the South line of said Lot 45 all in Subdivision by Executor of Thomas Suffern of the Southeast quarter of Section 8, Township 38 North, Range 13 East of the Third Principal Meridian, lying South of the center of Archer Avenue, in the County of Cook, State of Illinois, as shown on Civil Aeronautics Administration, Department of Commerce Plat No. 3-E-4534-1, dated August 3, 1956, attached hereto marked Exhibit "A" and made a part hereof for use in connection with Midway Airport high intensity light line approach system and upon the following terms, provisions, and conditions:

The foregoing construction shall substantially conform as to height of the above ground, location and otherwise as shown on said Exhibit "A". It is understood and agreed that Licensee shall locate the steel light standard identified as 17 + 30, on Exhibit "A" attached hereto, immediately adjacent to the easterly property line and in such manner as shall not prevent or materially interefere with ground motor traffic.

The Licensee is hereby granted a license or permission to enter upon the foregoing property for the purpose of making the foregoing installations, to repair, service and maintain said installations and to renew, remove and relocate said installations at all reasonable times.

All installations placed upon said property by the Licensee shall be and remain the property of the Licensee and may be removed therefrom by the Licensee at any time.

In the event that the Licensor should elect to construct a building, buildings, improve or use said legally described property at any time or from time to time, and the Licensor finds in its sole discretion that the Licensee's installations interefere or prevent the licensor from having such enjoyment of said property, then in this event, the Licensor may serve a thirty days' written notice upon the Licensee temporarily to relocate and thereafter modify its installations on subject premises in such manner not to interfere with any building, buildings, or improvements that the Licensor elects to construct from time to time, except, however, such buildings or improvement to be erected by the Licensor should not be higher than the cross-arms lights as shown on Exhibit "A". The Licensee may be required by said notice to relocate its installations on the top side of any building or improvements that may be erected in the future by the Licensor; and the relocations, construction, reinforcement of any building or improvement for support of said installations, removal, renewal, operation and maintenance of all the Licensee's installations shall be accomplished by the Licensee at its sole cost and expense, and with due diligence and dispatch from the receipt of such notice by the Licensee.

In the event that the Licensee receives such notice from the Licensor and fails to comply with the terms and conditions of this Agreement, then in this event, the Licensor may remove such installations made by the Licensee, all at the Licensee's expense and this Agreement shall terminate without further notice and be of no further force and effect.

The Licensor shall not be liable for damage to property or injuries to persons arising from the construction, operation, maintenance, renewal, or removal of said installations by the Licensee, and the Licensee hereby covenants and agrees to hold the Licensor harmless for any such damages to property or injuries to persons by reasons thereof.

This Agreement, with the rights and privileges herein granted, shall be subject to cancellation or termination by either party upon thirty days' written notice to the other party in the event the terms and conditions hereof are not fulfilled or in the event the Licensee abandons the use of the property for the purposes herein granted, otherwise this Agreement shall extend for a term of ten years, terminating on the 25th day of April, 1979.

The Licensee hereby covenants and agrees that, on or before the termination of this license, it will remove said installations and the appurtenances connected therewith from the premises of the Licensor and restore said premises to the condition existing at the time of entering upon the same under this license, reasonable and ordinary wear and tear and damages by the elements or by circumstances over which the Licensee has no control excepted.

Licensee shall have the right and privilege of assigning this license to the United States Government, Department of Transportation, Federal Aviation Administration.

In Witness Whereof, the parties hereto have executed these presents in triplicate originals this ............. day of ..............., 19.....

[Signature forms, Acknowledgments and Exhibit "A" omitted]

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Chicago Title and Trust Company or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

## Authority Granted for Execution of Lease Agreement with Corporate Air Transport, Inc. for Hangar Building at Chicago Midway Airport.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, to authorize execution of lease agreement with Corporate Air Transport, Inc. for Hangar Building at Chicago Midway Airport.

**On motion of Alderman Keane the said proposed ordinance was *Passed,* by yeas and nays as follows:**

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Simon, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Aviation and the City Comptroller, subject to approval as to form and legality of the Corporation Counsel, are authorized to execute in behalf of the City of Chicago an agreement with Corporate Air Transport, Inc., at Chicago Midway Airport, said agreement to be in the following form:

This Agreement made this ........... day of ......................A. D. ........, between the City of Chicago, a municipal corporation of the State of Illinois, hereinafter called "Landlord" and Corporate Air Transport, Inc., a corporation organized and existing by virtue of the laws of the State of Illinois, hereinafter called "Tenant".

WITNESSETH:

That Landlord, for and in consideration of the terms and conditions, both general and special, hereinafter contained and made on the part of Tenant, does hereby grant to Tenant for use only by Tenant, the privileges hereinafter described on premises at Chicago Midway Airport, hereinafter called "Airport" in the City of Chicago, Counties of Cook and DuPage, State of Illinois.

This agreement shall consist of three parts:

Part I—General Conditions

Part II—Special Conditions numbered 1 to 7

Part III—Exhibits and Attachments lettered A and B

All constituting the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences, shall be implied or impressed upon such agreement that are not set forth herein at length.

[Part I—General Conditions attached to this ordinance is common to "Part I—General Conditions" printed on pages 5428-5431 of the Journal of Proceedings of April 25, 1969]

### PART II—SPECIAL CONDITIONS

1. *Premises*

Landlord, for and in consideration of the covenants and agreements herein mentioned, to be kept and performed by both parties hereto, does hereby demise to Tenant, the premises designated as follows:

Hangar site, together with all buildings and improvements thereon, and fuel tank site located on Chicago Midway Airport, as outlined in red on Exhibit "A" and Exhibit "B" attached hereto and by this reference made a part hereof.

It is mutually understood and agreed that the Commissioner, in his sole discretion, may direct the substitution of a different fuel tank site for that designated herein, without change in rent or other terms, to be effective immediately when he so directs.

2. *Purpose*

The parties hereto agree that the premises herein demised are permitted to be used by Tenant only for the following purposes:

(a) For storing, repairing, maintaining and servicing aircraft owned, operated, or serviced or maintained under contract by Tenant, in connection with its business of leasing, chartering and contracting aircraft, providing pilots, and providing related aviation services to its various individual and corporate customers or pursuant to acting as aviation departments of business corporations, Tenant may service aircraft owned, operated, or serviced or maintained under contract by Tenant with fuel, provided that all laws and airport regulations dealing with use and operation of servicing tanks and trucks are complied with, and further provided that additional payment therefor is made in accordance with Section 5 of these Special Conditions.

(b) For performing the following services as an Authorized Service Station for DH 125 aircraft: manufacturer's warranty work, maintenance inspections, relicensing aircraft modification and repair, electronic system installation and repair, powerplant changes, trouble shooting, and flight testing. The permission to operate an Authorized Service Station for DH 125 aircraft does not include the privilege of servicing said aircraft with fuel except for that fuel required as an intrinsic part of the provision of the above services.

3. *Term*

The term of this agreement shall be for a period of two (2) years commencing on .............., the date of approval of ordinance by the City Council of the City of Chicago. It is understood and agreed that notwithstanding the above term, Landlord may cancel and terminate this agreement by ninety (90) days notice to Tenant in writing of its election so to do.

4. *Rental*

Tenant shall pay to Landlord as rent for the demised premises the sum of Eighteen Thousand and no/100 Dollars ($18,000.00) per annum to be paid as follows:

Tenant shall pay on or before the 1st day of each month, in advance, to the Comptroller, the sum of Fifteen Hundred and no/100 Dollars ($1,500.00) per month. If any rental hereunder commences after the first day or terminates prior to the last day of any month, such rental for such month shall be determined on a pro-rata basis according to the number of days of such month involved.

For servicing aircraft owned or operated by Tenant with fuel, Tenant shall pay to Landlord as additional rental, three cents ($.03) per gallon for every gallon of aviation fuel serviced. Payment to be made, at the office of the Comptroller, on or before the Fifteenth (15th) day of the following month, accompanied by a statement of the number of gallons of aviation fuel serviced daily, the total gallons serviced during the preceding month, and the identity of the supplier from whom obtained. The original of each such statement submitted to Landlord shall be delivered to the Comptroller and a copy to the Commissioner.

5. *Fire Insurance*

Landlord shall keep in force during the term of this agreement, and bill Tenant annually therefor, a policy of insurance covering Fire and Extended Coverage, Malicious Mischief and Vandalism for the building only. Tenant shall be responsible for insurance on its personal property contained within the said building, and for the replacement and repair of such property as necessary for the conduct of its business after fire or other casualty loss.

6. *Performance Bond*

At the time of the execution hereof, Tenant shall execute and deliver to the Comptroller a Performance Bond in form, type and amount as to be determined solely by the Comptroller, which bond shall guarantee faithful performance of the provisions of the contract.

7. *Training*

Tenant shall not use or otherwise permit the use of the demised premises for the purpose of hangaring, storing, or servicing aircraft used for the purpose of flight instruction at Chicago Midway Airport.

In Witness Whereof, the parties hereto have caused this instrument to be executed under their respective seals on the day and year first above written.

[Signature forms and Exhibits "A" and "B" omitted]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

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## First Amendment Authorized to Lease Agreement with Hub Airlines for Joint-Use of Counter and Office Space at Merrill C. Meigs Field.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Aviation and the City Comptroller, subject to approval as to form and legality of the Corporation Counsel, are authorized to execute on behalf of the City of Chicago, an amendment to an agreement with Hub Airlines, at Merrill C. Meigs Field, passed by the City Council on October 9, 1968 (C. J. pp. 3632-33), said amendment to be in the following form:

FIRST AMENDMENT TO AGREEMENT
BETWEEN THE CITY OF CHICAGO AND
HUB AIRLINES

This Agreement made and entered into, this ..............................day of ......................., A.D., 1969 by and between the City of Chicago, a municipal corporation of the State of Illinois, hereinafter referred to as "Landlord" and Hub Airlines, hereinafter referred to as "Tenant".

WITNESSETH:

Whereas, Landlord and Tenant have heretofore entered into an agreement under date of October 9, 1968, authorized by City Council October 9, 1968 (C. J. pp. 3632-3633), hereinafter referred to as "said agreement", in and by which Landlord, among other provisions granted to Tenant certain privileges or premises to be occupied and used for the purposes therein stated, located at Merrill C. Meigs Field in the City of Chicago, Counties of Cook and DuPage, and State of Illinois;

Now, Therefore, Landlord, in consideration of the provisions and conditions set forth in said agreement, does hereby amend said agreement, and Tenant hereby accepts said privileges or premises therein set forth and upon the terms, conditions and provisions set forth and stated therein (to which reference is hereby made, and which the parties agree will be incorporated, and shall be considered to be incorporated herein, by this reference thereto) except in so far and only in so far as said privileges, premises, terms, conditions and provisions are modified, changed, or amended by the further provisions of this agreement.

It is hereby further agreed that the sole modifications of, changes in, and amendments to, said agreement, which are hereby made therein, and which shall be applicable to all renewals and extensions as may be made and provided for therein, are as follows:

1. That paragraph, appearing on page 13 of Part II—Special Conditions of Said Agreement, reading as follows:

"4. *Term*

The term of this agreement shall be for a period of one (1) year commencing on October 9, 1968, the date of approval of ordinance by the City Council of the City of Chicago. It is understood and agreed that, notwithstanding the above term either party may cancel this agreement upon thirty (30) days notice to the party in writing of its election so to do."

shall be and is hereby modified, changed and amended to read as follows:

4. *Term*

The term of this agreement shall be for a period of one (1) year commencing on October 9, 1969, and terminating on October 8, 1970. It is understood and agreed that, notwithstanding the above term, either party may cancel this agreement upon thirty (30) days notice to the other party of its election so to do.

It is, therefore, agreed that except solely as hereinabove modified, changed and amended, the privileges, premises, terms, conditions and provisions of said agreement shall apply to, and shall govern, this amendment of said agreement and any and all further renewals or extensions thereof for any subsequent period which may be affected or made under and in accordance therewith.

This agreement was authorized by the City Council of the City of Chicago on the .................... ........... day of ................................., 19 ..................., (C.J.P. p. ..............................).

In Witness Whereof, the parties hereto have caused this instrument to be executed under their respective seals on the day and year first above written.

[Signature forms omitted]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Simon, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

## First Amendment Authorized to Lease Agreement with Time Airlines, Inc. for Joint-Use of Counter and Office Space in Terminal Building at Merrill C. Meigs Field.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Aviation and the City Comptroller, subject to approval as to form and legality of the Corporation Counsel, are authorized to execute on behalf of the City of Chicago, an amendment to an agreement with Time Airlines, Inc., at Merrill C. Meigs Field, passed by the City Council on September 11, 1968. (C.J.P. pp. 3544-3546), said amendment to be in the following form:

FIRST AMENDMENT TO AGREEMENT
BETWEEN THE CITY OF CHICAGO AND
TIME AIRLINES, INC.

This Agreement made and entered into, this ......................... day of ...................., A.D., 19 .......... by and between the City of Chicago, a municipal corporation of the State of Illinois, hereinafter referred to as "Landlord" and Time Airlines, Inc., d/b/a Time Airlines, Inc. and Midwest Commuter Airlines, hereinafter referred to as "Tenant".

WITNESSETH:

Whereas, Landlord and Tenant have heretofore entered into an agreement under date of September 11, 1968, authorized by City Council September 11, 1968 (C.J.P. pp. 3544-3546) hereinafter referred to as "said agreement", in and by which Landlord, among other provisions granted to Tenant, certain privileges or premises to be occupied and used for the purposes therein stated, located at Merrill C. Meigs Field in the City of Chicago, Counties of Cook and DuPage, and State of Illinois;

Now, Therefore, Landlord, in consideration of the provisions and conditions set forth in said agreement, does hereby amend said agreement, and Tenant hereby accepts said privileges or premises therein set forth and upon the terms, conditions and provisions set forth and stated therein (to which reference is hereby made, and which the parties agree will be incorporated, and shall be considered to be incorporated herein, by this reference thereto) except insofar and only insofar as said privileges, premises, terms, conditions and provisions are modified, changed, or amended by the further provisions of this agreement.

It is hereby further agreed that the sole modifications of changes in, and amendments to, said agreement, which are hereby made therein, and which shall be applicable to all renewals and extensions as may be made and provided for therein, are as follows:

1. That paragraph, appearing on page 13 of Part II—Special Conditions of Said Agreement, reading as follows:

"4. *Term*

The term of this agreement shall be for a period of one (1) year commencing on September 11, 1968, the date of approval of ordinance by the City Council of the City of Chicago. It is understood and agreed that, notwithstanding the above term, either party may cancel this agreement upon thirty (30) days notice to the party in writing of its election so to do."

shall be and is hereby modified, changed and amended to read as follows:

4. *Term*

The term of this agreement shall be for a period of one (1) year commencing on September 11, 1969, and terminating on September 10, 1970. It is understood and agreed that, notwithstanding the above term, either party may cancel this agreement upon thirty (30) days notice to the other party of its election so to do.

It is, therefore, agreed that except solely as hereinabove modified, changed and amended, the privileges, premises, terms, conditions and provisions of said agreement shall apply to, and shall govern, this amendment of said agreement and any and all further renewals or extensions thereof for any subsequent period which may be affected or made under and in accordance therewith.

This agreement was authorized by the City Council of the City of Chicago on the .............................. day of ......................., 19 ........, (C.J.P. p................).

In Witness Whereof, the parties hereto have caused this instrument to be executed under their respective seals on the day and year first above written.

[Signature forms omitted]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

**On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:**

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Simon, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

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## Ordinance Amended for Lease Agreement with Trans World Airlines, Inc. for Locker and Storage Room in Basement of Terminal Building No. 3 at Chicago-O'Hare International Airport.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, to authorize amendment to ordinance for lease agreement with Trans World Airlines, Inc. for locker and storage room in basement of Terminal Building No. 3 at Chicago-O'Hare International Airport.

**On motion of Alderman Keane the said proposed ordinance was *Passed,* by yeas and nays as follows:**

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Simon, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Aviation and the City Comptroller, subject to approval as to form and legality of the Corporation Counsel, are authorized to execute on behalf of the City of Chicago an amendment to agreement with Trans World Airlines, Inc., authorized by the City Council on July 11, 1968 (C.J.P. pp. 3311-3312), said amendment to be in the following form:

AMENDMENT TO AGREEMENT
BETWEEN THE CITY OF CHICAGO AND
TRANS WORLD AIRLINES, INC.

This Agreement made and entered into, this.... day of ...................., A.D., 19... by and between the City of Chicago, a municipal corporation of the State of Illinois, hereinafter referred to as "Landlord" and Trans World Airlines, Inc., hereinafter referred to as "Tenant".

WITNESSETH:

Whereas, Landlord and Tenant have heretofore entered into an agreement under date of July 11, 1968, authorized by City Council July 11, 1968 (C.J.P. pp. 3311-3312), hereinafter referred to as "said agreement", in and by which Landlord among other provisions granted to Tenant, certain privileges or premises to be occupied and used for the purposes therein stated, located at Chicago-O'Hare International Airport in the City of Chicago, Counties of Cook and DuPage, and State of Illinois;

Now, Therefore, Landlord, in consideration of the provisions and conditions set forth in said agreement, does hereby amend said agreement, and Tenant hereby accepts said privileges or premises therein set forth and upon the terms, conditions and provisions set forth and stated therein (to which reference is hereby made, and which the parties agree will be incorporated, and shall be considered to be incorporated herein, by this reference thereto) except in so far and only in so far as said privileges, premises, terms, conditions and provisions are modified, changed, or amended by the further provisions of this agreement.

It is hereby further agreed that the sole modifications of, changes in, and amendments to, said agreement, which are hereby made therein and which shall be applicable to all renewals and extensions as may be made and provided for therein, are as follows:

1. Article VIII, under General Conditions, appearing on pages 6 and 7 of said agreement, reading as follows:

Article VIII

"In the event the premises or the building of which the premises are a part shall be damaged or destroyed by fire or other casualty, the same may be promptly repaired or rebuilt by Landlord at its expense as soon as funds are available but Landlord shall not be obligated to repair, rebuild, restore or replace any fixtures, equipment, displays or other property installed by Tenant pursuant to this agreement. Provided, however, that Landlord may elect, at its sole option, not to repair or reconstruct the premises or the building, of which the premises are a part, and upon written notice of such election from Landlord to Tenant the obligation of Tenant to pay rent shall cease and this agreement shall thereupon terminate."

shall be and the same is hereby modified, changed, and amended to read as follows:

Article VIII

Landlord agrees that in the event the premises or the building of which the premises are a part shall be damaged or destroyed by fire or other casualty, that it shall elect within sixty (60) days of such fire or other casualty whether it will repair or rebuild said premises or not repair or rebuild same and terminate the lease under the provisions of Article VIII of the Agreement. In the event the premises are rendered untenantable by such fire or other casualty, rent shall abate from the time of such fire or other casualty until the premises are repaired or rebuilt so as to become tenantable for the purposes contemplated by the lease, should the Landlord elect to repair or rebuild the premises, or until the lease is terminated, should the Landlord elect not to repair or rebuild the premises and to terminate the lease.

2. The third paragraph of Article XI, under General Conditions, appearing on pages 8 and 9 of said agreement, reading as follows:

> "If default to be made in the payment of the rent, or other charges herein reserved, or of any installment thereof, as herein provided, Tenant does hereby irrevocably constitute any attorney of any Court of Record in this State, attorney for it and in its name, from time to time, to waive the issuance of process and service thereof, to waive trial by jury, to confess judgment in favor of Landlord and Tenant for the amount of rent which may be then due, by virtue of the terms hereof, or of any extensions or renewals hereof, or by virtue of any holdover after the termination thereof, and which may be in default, as aforesaid, together with the costs of such proceedings and for said purposes to file in said cause his cognovit thereof, and to make an agreement in said cognovit, or elsewhere, waiving and releasing all errors which may intervene in any such proceeding and waiving and releasing all right of appeal and right to writ of error, and consenting to an immediate execution upon such judgment, and Tenant hereby confirms all that said attorney may lawfully do by virtue hereof. Landlord shall have a first lien on Tenant's interest hereunder, and on Tenant's property now or hereafter located in said premises, or elsewhere, to secure the payment of all moneys due hereunder, which lien may be foreclosed in equity and in case of any such foreclosure proceeding, a receiver shall be appointed to take possession of said premises and property and relet the premises under order of court."

shall be and the same is hereby deleted in its entirety.

1. Special Condition No. 3 entitled Term, appearing on page 13 of said agreement, reading as follows:

> "3. *Term*
>
> The term of this agreement shall be for a period of one (1) year beginning on July 11, 1968, the date of approval of ordinance by the City Council of the City of Chicago. It is understood and agreed that notwithstanding the above term either party may cancel this agreement upon thirty (30) days written notice to the other party of its election so to do."

shall be and the same is hereby modified, changed, and amended to read as follows:

> 3. *Term*
>
> The term of this agreement shall be for a period of one (1) year beginning on July 11, 1969, and terminating on July 10, 1970. It is understood and agreed that notwithstanding the above term either party may cancel this agreement upon thirty (30) days written notice to the other party of its election so to do.

It is, therefore, agreed that except solely as hereinabove modified, changed and amended, the privileges, premises, terms, conditions and provisions of said agreement shall apply to, and shall govern this amendment of said agreement and any and all further renewals or extensions thereof for any subsequent period which may be affected or made under and in accordance therewith.

This agreement was authorized by the City Council of the City of Chicago on the ........day of ................, 19... (C.J.P. pp.........).

In Witness Whereof, the parties hereto have caused this instrument to be signed in triplicate under their respective seals on the day and year first above written.

[Signature forms omitted]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

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## City Comptroller Authorized and Directed to Cancel Warrants for Collection Issued against Certain Charitable, Educational and Religious Institutions.

The Committee on Finance to which had been referred (June 23, 1969) eleven proposed orders for cancellations of certain warrants for collection issued against specified charitable, educational and religious institutions, submitted reports recommending that the City Council pass the following substitute proposed order:

*Ordered,* That the City Comptroller is hereby authorized and directed to cancel specified warrants for collection issued against certain charitable, educational and religious institutions, as follows:

| *Name and Address* | *Warrant No. and Type of Inspection* | *Amount* |
|---|---|---|
| Bible Rescue Mission, No. 915 W. Madison St. | D1-13277 (Sign) | $ 24.00 |
| Louise Burg Hospital, No. 255 W. Cermak Rd. | A1-5844 (Elev.) | 23.00 |
| Chicago Christian Industrial League, No. 28 S. Sangamon St. | D1-11963 (Sign) | 10.00 |
| | D1-11964 (Sign) | 17.00 |
| Chicago United Mission, No. 34 S. Desplaines St. | D1-11564 (Sign) | 26.00 |
| | D1-11565 (Sign) | 28.00 |
| Chicago Youth Center, No. 1011 N. Orleans St. | D1-10849 (Sign) | 20.00 |
| Dawes Center, No. 12 S. Peoria St. | D1-11501 (Sign) | 17.00 |
| Drexel Home, No. 6140 S. Drexel Av. | P1-27644 (Fuel Burning Equip.) | 30.00 |

| *Name and Address* | *Warrant No. and Type of Inspection* | *Amount* |
|---|---|---|
| Edgewater Hospital, No. 5700 N. Ashland Av. | A1-6028 (Elev.) | $115.00 |
| | A1-6057 (Elev.) | 11.50 |
| Lutheran Day Nursery, No. 1802 N. Fairfield Av. | A1-5704 (Elev.) | 11.50 |
| Northwest Home for the Aged No. 2942 W. Palmer St. | A1-5875 (Elev.) | 11.50 |
| St. Luke's Evangelical Lutheran Church, No. 1500 W. Belmont Av. | F4-22543 (Mech. Vent.) | 44.85. |

On motion of Alderman Keane the foregoing substitute proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Simon, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

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## Authority Granted for Issuance of Free Permits, License Fee Exemptions and Cancellation of Water Rates for Certain Charitable, Educational and Religious Institutions.

The Committee on Finance to which had been referred (June 23, 1969) six proposed ordinances transmitted therewith to authorize issuance of free permits, license fee exemptions and cancellation of water rates for certain charitable, educational and religious institutions, submitted reports recommending that the City Council pass said proposed ordinances.

On separate motions made by Alderman Keane *each* of the said proposed ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Simon, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

Said ordinances as passed read respectively as follows (the Italic heading in each case not being a part of the ordinance):

### FREE PERMITS

### *Chicago Youth Centers*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Commissioner of Buildings, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Water and Sewers and the Commissioner of Health, are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary to Chicago Youth Centers, for construction of new center, for all electrical work and for the use of water in conjunction with such project on the premises known as No. 1945 and No. 1948 N. Sheffield Avenue.

Said building shall be used exclusively for recreational and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

### *John Symons Y.M.C.A.* *(formerly Logan Square Y.M.C.A.)*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Commissioner of Buildings, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Water and Sewers and the Commissioner of Health, are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary to John Symons Y.M.C.A. (formerly Logan Square Y.M.C.A.), for construction of new building, for all electrical work and for the use of water in conjunction with such project on the premises known as Nos. 3606-3616 W. Fullerton Avenue.

Said building shall be used exclusively for recreational and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

### *St. Mathew Methodist Church*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Commissioner of Buildings, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Water and Sewers and the Commissioner of Health, are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary to St. Mathew Methodist Church, for the construction of a new church building on the premises known as the west side of N. Orleans Street at W. Wendell Street (1000 N. Orleans Street).

Said building shall be used exclusively for religious and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

### LICENSE FEE EXEMPTIONS

### *Day Care Centers*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care centers, which are not operated for gain but where a charge is made for the care of children, are hereby exempted from the payment of the license fee for the current license period, which expires April 30, 1970:

Beth Eden Baptist Church, No. 1350 W. 111th Pl.
Erie Neighborhood House, No. 1347 W. Erie St.
Marcy-Newberry Association, Inc., No. 1073 W. Maxwell St.
Norwood Park Presbyterian Church Day Care Center, No. 5849 N. Nina Av.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

*Hospitals*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago, the following hospitals that are not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1969:

American Hospital of Chicago, No. 850 W. Irving Park Rd.
The Englewood Hospital Association, No. 6001 S. Green St.
Garfield Park Community Hospital, Nos. 3813-3835 W. Washington Blvd.
South Shore Hospital, Nos. 8001-8025 S. Luella Av.
St. Joseph Hospital, No. 2900 N. Lake Shore Drive.
Walther Memorial Hospital, No. 1116 N. Kedzie Av.

SECTION 2. This ordinance shal be in full force and effect from and after its passage.

CANCELLATION OF WATER RATES

*Essex Community Church and Parsonage*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. Pursuant to Section 185-47 of the Municipal Code of Chicago, the Commissioner of Water and Sewers is hereby authorized and directed to cancel all outstanding water rates assessed against the Essex Community Church and Parsonage, No. 7240 S. Blackstone Avenue.

SECTION 2. That the Bureau of Water is hereby authorized and directed to exempt the said church and parsonage from any and all future water rates assessed against same and any property owned and operated by the church in the conduct of its religious services.

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

## City Comptroller Authorized to Execute Lease for Space at Nos. 921-923 W. Madison St. for Chicago's Alcoholic Treatment Center.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from 556 Madison Corporation, for approximately 8,448 square feet of space in building at Nos. 921-923 W. Madison Street; such lease to be approved by the Executive Director, Chicago's Alcoholic Treatment Center, and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance is printed on page 5746 of this Journal]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Simon, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

## City Comptroller Authorized to Advertise for Sale Vacant City-Owned Property at No. 1156 W. Cermak Road.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant City property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago:

The West 12 feet of Lot 17 and all of Lot 18 of the East half of Block 22 in Walsh and McMullen's Subdivision of the South three-quarters of the Southeast quarter in Section 20, Township 39 North, Range 14 East of the Third Principal Meridian. The above property fronts approximately 35½ feet on W. Cermak Road and is irregular in depth; Lot 18 running approximately 202 feet and the West 12 feet of Lot 17-100 feet, (commonly known as No. 1156 W. Cermak Road).

Bids for purchase of said property are hereby solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms and time for reception of bids for said property.

SECTION 2. This ordinance shall take effect and be in full force from and after the date of its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Simon, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

(Continued on page 5747)

**This Agreement,** Made this .......... day of .......... A. D. 1969, between 556 Madison Corporation .......... as Lessor, and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

**Witnesseth:** That the Lessor do hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: Approximately 8,448 square feet of space in building at 921-923 W. Madison Street, for the Chicago's Alcoholic Treatment Center, (Municipal Reading Room).

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of May A. D. 1969, and ending on the 30th day of April A. D. 1970. Lessee has the right to terminate this lease upon thirty days' prior written notice. ~~and the right to renew this lease for a further period of~~ .......... ~~on the same terms and rental, by giving to the Lessor ——, in either case —————— days' written notice of its election so to do.~~

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at P.O. Box 6054, Chicago, Illinois 60680 or at such other place as the Lessor from time to time in writing may appoint.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of Four Hundred and no/100 - - - - - - - - - - - - - - - - ($400.00) Dollars per month, payable in advance on the first day of each calendar month by the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at their own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

Lessor will furnish heat and hot water.

Lessee will pay for electricity, do its own interior maintenance and decorating.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

**In Witness Whereof,** this lease is signed by or on behalf of the parties hereto the day and year first above written.

[Signature forms omitted]

(Continued from page 5745)

### Authority Granted for Issuance of Certificates of Cancellation and Quitclaim Deeds in Settlement of City's Special-Assessment Claims against Specified Parcels of Property.

The Committee on Finance submitted reports recommending that the City Council pass twenty-eight proposed ordinances transmitted therewith, to authorize settlement of City's special-assessment claims against specified parcels of property.

On separate motions made by Alderman Keane *each* of the said proposed ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Simon, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

Said ordinances as passed read respectively as follows (the Italic heading in each case not being a part of the ordinance):

*Compromise Settlement with Evelyn Berning*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $104.00, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Evelyn Berning, to compromise the City's claim for the sum of $120.00, which has been recommended by the Committee on Finance; therefore,

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Comptroller on delivery to him of $120.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Evelyn Berning, certificates of cancellation of special assessment liens against:

All of Lot Twenty-five (25) and the North One-foot of Lot Twenty-six (26) Block Four (4) in State Bank of Illinois-Subdivision of Northeast one-quarter (NE¼) of Northwest one-quarter (NW¼) of Section 4, Township 39 North, Range 14 East of the Third Principal Meridian;

for the nonpayment of the Flat Installment of Special Assessment Warrant No. 53520.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

*Compromise Settlement with Salvatore J. Casciato*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $156.72, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Salvatore J. Casciato, to compromise the City's claim for the sum of $200.00, which has been recommended by the Committee on Finance; therefore,

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Comptroller on delivery to him of $200.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Salvatore J. Casciato, certificates of cancellation of special assessment liens against:

Lot Forty-four (44) Sublot Two (2) in C. B. Hosmer's Subdivision of Block Twenty-one (21) in J. H. Rees Subdivision in Sections 35 and 36, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois;

for the nonpayment of the Fourth and Fifth Installments of Special Assessment Warrant No. 49061.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

*Compromise Settlement with Jovan Djurdjulov*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $134.00, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Jovan Djurdjulov, to compromise the City's claim for the sum of $150.00, which has been recommended by the Committee on Finance; therefore,

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Comptroller on delivery to him of $150.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Jovan Djurdjulov, certificates of cancellation of special assessment liens against:

Lot Thirteen (13) in Fitches Subdivision of the Southeast quarter (SE¼) of Block Twenty-five (25) in Sheffield's Addition to Chicago, Section 31, Township 40 North, Range 14 East of the Third Principal Meridian;

for the nonpayment of the Flat Installment of Special Assessment Warrant No. 52310.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

*Compromise Settlement with Kaysee Fortenberry*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $173.26, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Kaysee Fortenberry, to compromise the City's claim for the sum of $215.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $215.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Kaysee Fortenberry, certificates of cancellation of special assessment liens against:

> West ten feet (10 ft.) Lot five (5) and East twenty feet (E.20ft.) Lot Six (6) Griffins Subdivision of Blocks One (1) to Four (4) in Streets Subdivision, North half (N½) Northeast quarter (NE¼) Northwest quarter (NW¼) in Section 20, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

for the nonpayment of the Fourth and Fifth Installments of Special Assessment Warrant No. 51631.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Simon B. Green*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $183.35, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Simon B. Green, to compromise the City's claim for the sum of $240.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $240.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Simon B. Green, certificates of cancellation of special assessment liens against:

> Sub-Lot 18 of Lot Three (3) James Morgan's Subdivision of the North half (N½) Block One (1) in the Wakemans and Others Partition of South 81.14 Acres, South half (S½) Southeast quarter (SE¼) Section 12, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois;

for the nonpayment of the Flat Installment of Special Assessment Warrant No. 53522, and the First, Second, Third, Fourth and Fifth Installments of Special Assessment Warrant No. 54443.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with John A. Hennessey (No. 3623 S. Lowe Av.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $92.13, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from John A. Hennessey, to compromise the City's claim for the sum of $140.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $140.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said John A. Hennessey, certificates of cancellation of special assessment liens against:

> Lot Nineteen (19) Sublot Eight (8) in Hamburg's being Gehr's Subdivision of Blocks Twenty-three (23) and Twenty-four (24) in Canal Trustees Subdivision of Section 33, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

for the nonpayment of the First, Second, Third, Fourth and Fifth Installments of Special Assessment Warrant No. 50816, and the Fifth Installment of Special Assessment Warrant No. 38057.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with John A. Hennessey (No. 1421 W. 111th St.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $119.10, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from John A. Hennessey, to compromise the City's claim for the sum of $145.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $145.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said John A. Hennessey, certificates of cancellation of special assessment liens against:

> Lot Nine (9) Block Forty-two (42) Rogers Re-Subdivision in Washington Heights ReSubdivision of Blocks Forty-two (42) and Forty-three (43), Sections 18, 19 and 20, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

for the nonpayment of the Fourth and Fifth Installments of Special Assessment Warrant No. 51631.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Robert A. Kahn*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $73.05, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Robert A. Kahn, to compromise the City's claim for the sum of $100.00,

which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $100.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Robert A. Kahn, certificates of cancellation of special assessment liens against:

> Lot Twenty-three (23) Block One (1) Miller, Philip & Kehr's Subdivision, Section 14, Township 38 North, Range 13 East of the Third Principal Meridian;

for the nonpayment of the Fifth Installment of Special Assessment Warrant No. 50109.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Larry Corporation (No. 4511 W. Adams St.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $32.82, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Larry Corporation, to compromise the City's claim for the sum of $60.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $60.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Larry Corporation, certificates of cancellation of special assessment liens against:

> Lot Five (5) in Block Seven (7) in B. S. Place Addition to Chicago, a Subdivision of the East three-quarters (E¾) of the Northeast quarter (NE¼) of the Northwest quarter (NW¼) of Section 15, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois;

for the nonpayment of the Second and Fifth Installments of Special Assessment Warrant No. 39093.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Larry Corporation (Nos. 11300-11302 S. Church St.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $263.34, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Larry Corporation, to compromise the City's claim for the sum of $360.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $360.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Larry Corporation, certificates of cancellation of special assessment liens against:

> Lots One (1) and Two (2) Block Seventy-five—Washington Heights, a ReSubdivision of Certain Lots in Blocks Thirteen (13), Twenty (20) and Twenty-one (21) all in Blocks Fourteen (14), Twenty-four (24), Twenty-five (25), Twenty-eight (28) and Twenty-nine (29) in Sections 18, 19, 20, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

for the nonpayment of the Eighth and Tenth Installments of Special Assessment Warrant No. 158, Fourth and Fifth Installments of Special Assessment Warrant No. 190, First Installment of Special Assessment Warrant No. 216 and the Fourth and Fifth Installments of Special Assessment Warrant No. 47258.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Larry Corporation (No. 8615 S. Elizabeth St.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $554.96, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Larry Corporation, to compromise the City's claim for the sum of $700.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $700.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Larry Corporation, certificates of cancellation of special assessment liens against:

> Lot Thirty-three (33) Block One (1) in Matson Hills South Englewood Addition, a Subdivision of the South half (S½) of the Southeast quarter (SE¼) of the Southwest half (SW½) of Section 32, Township 38 North, Range 14 East of the Third Principal Meridian;

for the nonpayment of the First Installment of Special Assessment Warrant No. 48313; the First and Second Installments of Special Assessment Warrant No. 48561 and the First, Second, Third, Fourth and Fifth Installments of Special Assessment Warrant No. 48610.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Larry Corporation (No. 1638 N. Hermitage Av.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $70.96, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Larry Corporation, to compromise the City's claim for the sum of $100.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $100.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Larry Corporation, certificates of cancellation of special assessment liens against:

Lot 58 in Fitch's ReSubdivision of Block 26 in Sheffield's Addition, in Section 31, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

for the nonpayment of the First and Second Installments of Special Assessment Warrant No. 46682A and the Flat Installment of Special Assessment Warrant No. 52310.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Mont Clare Congregational Church*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $482.49, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Mont Clare Congregational Church, to compromise the City's claim for the sum of $600.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $600.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Mont Clare Congregational Church, certificates of cancellation of special assessment liens against:

West Fifty (50) feet of Lot Fourteen (14) in Block Three (3) in Mont Clare, a Subdivision of North half (N½) of Northwest quarter (NW¼) of Section 31, and part of Southwest quarter (SW¼) of Southwest quarter (SW¼) of Section 30, Township 30 North, Range 13 East of the Third Principal Meridian;

for the nonpayment of the Third, Fourth and Fifth Installments of Special Assessment Warrant No. 51984.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Victor S. Peters, Jr. (No. 215 W. 95th St.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $43.20, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Victor S. Peters, Jr., to compromise the City's claim for the sum of $55.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $55.00, and upon payment of County Clerk's cancellation fees is hereby authorized and directed to deliver to said Victor S. Peters, Jr., certificates of cancellation of special assessment liens against:

Lot 5 in Block 1 in John H. Gay's Subdivision of the North half of the Northwest quarter of the Northeast quarter of Section 9, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

for the nonpayment of the Flat Installment of Special Assessment Warrant No. 52725.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Victor S. Peters, Jr. (No. 1201 W. 95th Pl.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $28.80, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Victor S. Peters, Jr., to compromise the City's claim for the sum of $40.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $40.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Victor S. Peters, Jr., certificates of cancellation of special assessment liens against:

Lot 23 in Block 3 in Subdivision of the West half of Blocks 2, 3, 6, 7 and 10 in Hilliard and Dobbins Subdivision of Blocks 1 and 2 in the First Addition to Washington Heights, lying North of the Railroad, East half, Northwest quarter of Sections 7 and 8, Township 37 North, Range 14 East of the Third Principal Meridian;

for the nonpayment of the Flat Installment of Special Assessment Warrant No. 52725.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Victor S. Peters, Jr. (No. 1205 W. 95th Pl.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $18.40, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Victor S. Peters, Jr., to compromise the City's claim for the sum of

$35.00, which has been recommended by the Committee on Finance; therefore,

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Comptroller on delivery to him of $35.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Victor S. Peters, Jr., certificates of cancellation of special assessment liens against:

> Lot 22 in Block 3 in Subdivision of the West half of Blocks 2, 3, 6, 7 and 10 in Hilliard and Dobbins Subdivision of Blocks 1 and 2, in the First Addition to Washington Heights, lying North of the Railroad, East half Northeast Quarter of Sections 7 and 8, Township 37 North, Range 14 East of the Third Principal Meridian;

for the nonpayment of the Flat Installment of Special Assessment Warrant No. 52725.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Marie Poferl*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $41.73, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Marie Poferl, to compromise the City's claim for the sum of $70.00, which has been recommended by the Committee on Finance; therefore,

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Comptroller on delivery to him of $70.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Marie Poferl, certificates of cancellation of special assessment liens against:

> Lot Forty-seven (47) in Block One (1) in Huling and Johnson's Subdivision of Block Thirteen (13) of Stone and Whitney's Subdivision of the West half (W½) of the Southeast quarter (SE¼) of Section 6, and the North half (N½) West half (W½) Southeast quarter (SE¼) of Section 7, all in Township 38 North, Range 14 East of the Third Principal Meridian;

for the nonpayment of the First and Third Installments of Special Assessment Warrant No. 40503, and the First Installment of Special Assessment Warrant No. 43491.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with William K. Rumbaugh, Trustee (E. 134th St. and S. Bensley Av.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $208.75, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from William K. Rumbaugh, Trustee, to compromise the City's claim for the sum of $325.00, which has been recommended by the Committee on Finance; therefore,

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Comptroller on delivery to him of $325.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said William K. Rumbaugh, Trustee, certificates of cancellation of special assessment liens against:

> Lots One (1) to Four (4), Six (6) to Twelve (12), Fifteen (15), Thirty-three (33) and Thirty-six (36) in Block Four (4) in Hoy Hess and Glaescher Addition to Chicago, a Subdivision in the Northeast quarter (NE¼) Southeast quarter (SE¼) of Section 36, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

for the Flat Installation of Special Assessment Warrant No. 53556.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with William K. Rumbaugh, Trustee (E. 134th St. and S. Calhoun Av.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $133.60, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from William K. Rumbaugh, Trustee, to compromise the City's claim for the sum of $200.00, which has been recommended by the Committee on Finance; therefore,

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Comptroller on delivery to him of $200.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said William K. Rumbaugh, Trustee, certificates of cancellation of special assessment liens against:

> Lots One (1) to Three (3), Seven (7) to Ten (10) and Fifteen (15) in Block Three (3) in Hoy Hess and Glaescher Addition to Chicago, a Subdivision in the Northeast quarter (NE¼) Southeast quarter (SE¼) of Section 36, Township 37 North, Range 14 East of the Third Principal Meridian;

for the nonpayment of the Flat Installment of Special Assessment Warrant No. 53556.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Irene Schlesinger*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $234.73, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Irene Schlesinger, to compromise the City's claim for the sum of $300.00,

which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $300.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Irene Schlesinger, certificates of cancellation of special assessment liens against:

Lot 9 and the East 6 feet of Lot 10 in Samuel C. Skinner's Subdivision of Block 22 in Canal Trustees Subdivision of the West one-half (W½) of the West half (W½) of the Northeast quarter (NE¼) of Section 17, Township 39 North, Range 14 East of the Third Principal Meridian;

for the nonpayment of the First, Second, Third, Fourth and Fifth Installments of Special Assessment Warrant No. 54443; the Fourth and Fifth Installments of Special Assessment Warrant No. 44235 and the Flat Installment of Special Assessment Warrant No. 48150.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Edward R. Scribano (No. 549 W. 36th St.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $306.44, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Edward R. Scribano, to compromise the City's claim for the sum of $400.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $400.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Edward R. Scribano, certificates of cancellation of special assessment liens against:

Lot 6 in Benjamin Shurtleff's Subdivision of the South West quarter of Block 22 of Canal Trustees Subdivision of Section 33, Township 39 North, Range 14 East of the Third Principal Meridian;

for the nonpayment of the Second, Third, Fourth and Fifth Installments of Special Assessment Warrant No. 50816.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Edward R. Scribano (Nos. 3925-3933 W. 49th St.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $214.05, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Edward R. Scribano, to compromise the City's claim for the sum of $300.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $300.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Edward R. Scribano, certificates of cancellation of special assessment liens against:

Lot Nine (9) in Block One (1) in Frank J. Shanahan's Subdivision of Lots Two (2), Three (3) and Five (5) (except the Southwesterly 274 feet) in Superior Court Partition, of the Southwest quarter (SW¼) of the Northwest quarter (NW¼) Section 11, Township 38 North, Range 13; also that part of the Ann Oglesby Tract lying in said Southwest quarter (SW¼) of Northwest quarter (NW¼) of Section 11, Township 38 North, Range 13 West of the Third Principal Meridian;

for the nonpayment of the Fourth and Fifth Installments of Special Assessment Warrant No. 48914; Second, Third, Fourth and Fifth Installments of Special Assessment Warrant No. 50103; the First Installment of Special Assessment Warrant No. 51883 and the Third Installment of Special Assessment Warrant No. 49445.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Robert F. Smith*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $110.00, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Robert F. Smith, to compromise the City's claim for the sum of $150.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $150.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Robert F. Smith, certificates of cancellation of special assessment liens against:

Lot Twenty-six (26) Frank Timmis Morgan Park Subdivision of Block Eleven (11) in Streets Subdivision, East half (E½) Southwest quarter (SW¼) of Section 17, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

for the nonpayment of the Second Installment of Special Assessment Warrant No. 47864; Third, Fourth and Fifth Installments of Special Assessment Warrant No. 48916 and the Flat Installment of Special Assessment Warrant No. 53663.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Clarence J. Walsh*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $36.60, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Clarence J. Walsh, to compromise the City's claim for the sum of $70.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $70.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Clarence J. Walsh, certificates of cancellation of special assessment liens against:

> Lot 27 Blk 3 in Fordhams Addition to Cornell, a Subdivision of that part lying East of N.Y. Chgo.&St.L. R.R. in the SE¼ of the NW¼ of Sec. 35-T. 38 N.-R. 14;

for the nonpayment of the Fourth and Fifth Installments of Warrant No. 35959 and the Ninth and Tenth Installments of Warrant No. 32866.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Hannah Ziman*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $59.15, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Hannah Ziman, to compromise the City's claim for the sum of $90.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $90.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Hannah Ziman, certificates of cancellation of special assessment liens against:

> Lot Eight (8) in William Lill's Subdivision of Lot Three (3) of Block Fifty-five (55) of Canal Trustees New Subdivision of Blocks in the Northwest quarter (NW¼) of Section 21, Township 39 North, Range 14 East of the Third Principal Meridian;

for the nonpayment of the Third, Fourth and Fifth Installments of Special Assessment Warrant No. 51777 and the Flat Installment of Special Assessment Warrant No. 54128.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Whitely Estates Corporation*

WHEREAS, The City of Chicago has tax claims amounting to $739.77 against the premises hereinafter described, the original amounts of which assessments total $95.90; and

WHEREAS, Other liens or incumbrances exist against said premises which bring the total of all claims to the sum of $1,218.78, and the fair value of said premises is $1,000.00; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrant involved and an offer has been received to compromise the City's claims for the sum of $180.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Mayor and the City Clerk hereby are authorized and directed to execute on behalf of the City of Chicago a quitclaim deed to Whitely Estates Corporation, or their nominee of all right, title and interest acquired by and through certain tax deeds in and to the premises described as

> (Except the East 14½ feet) Lot Fourteen (14) Block Two (2) in John Frasers Subdvn. of Twenty-five (25) acres North and adjoining South Twelve and one-half (12½) acres, West half (W½) Southeast quarter (SE¼) Section 4, Township 38 North, Range 14 East of the Third Principal Meridian,

and the City Comptroller, on delivery of $180.00, hereby is authorized and directed to deliver said quitclaim deed to Whitely Estates Corporation.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Larry Corporation (No. 4511 W. Adams St.)*

WHEREAS, The City of Chicago has tax claims amounting to $122.56 against the premises hereinafter described, the original amounts of which assessments total $41.70; and

WHEREAS, Other liens or incumbrances exist against said premises which bring the total of all claims to the sum of $1,190.00, and the fair value of said premises is $1,000.00; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrant involved and an offer has been received to compromise the City's claims for the sum of $45.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Mayor and the City Clerk hereby are authorized and directed to execute on behalf of the City of Chicago, a quitclaim deed to Larry Corporation, or its nominee of all right, title and interest acquired by and through certain tax deeds in and to the premises described as

> Lot Five (5) in Block Seven (7) in B. S. Place Addition to Chicago, a Subdivision of the East three-quarters (E¾) of the Northeast quarter (NE½) of the Northwest quarter (NW¼) of Section 15, Township 39 North, Range 13 East of the Third Principal Meridian,

and the City Comptroller, on delivery of $45.00, hereby is authorized and directed to deliver said quitclaim deed to said Larry Corporation.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Larry Corporation (Nos. 11300-11302 S. Church St.)*

WHEREAS, The City of Chicago has tax claims amounting to $1,892.18 against the premises hereinafter described, the original amounts of which assessments total $295.29; and

WHEREAS, Other liens or incumbrances exist against said premises which bring the total of all claims to the sum of $4,612.73, and the fair value of said premises is $2,500.00; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrant involved and an offer has been received to compromise the City's claims for the sum of $503.55, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Mayor and the City Clerk hereby are authorized and directed to execute on behalf of the City of Chicago, a quitclaim deed to Larry Corporation, or its nominee of all right, title and interest acquired by and through certain tax deeds in and to the premises described as

> Lots One (1) and Two (2) Block Seventy-five (75) Washington Heights a ReSubdivision of certain Lots in Blocks Thirteen (13), Twenty (20) and Twenty-one (21) all of Blocks Fourteen (14), Twenty-four (24), Twenty-five (25), Twenty-eight (28) and Twenty-nine (29) in Sections 18, 19 and 20, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois,

and the City Comptroller, on delivery of $503.55, hereby is authorized and directed to deliver said quitclaim deed to Larry Corporation.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### City Comptroller Authorized to Accept Compromise Offers in Settlement of Certain Warrants for Collection.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

*Ordered,* That the City Comptroller is authorized, in accordance with his request dated June 18, 1969, and the attached recommendations of the Corporation Counsel to accept compromise offers in settlement of various warrants for collection as follows:

| *Year* | *Warrant Number* | *Amount* | *Compromise* |
|---|---|---|---|
| 1969 | F-1573 | $127.16 | $ 95.00 |
| 1967 | D-98447 | 232.25 | 180.00 |
| 1969 | D-98554 | 255.38 | 191.54 |
| 1969 | D-98585 | 262.09 | 235.64 |
| 1969 | D-98616 | 271.60 | 135.80 |
| 1965 | D-99008 | 97.01 | 75.00 |
| 1965 | D-99022 | 242.65 | 180.00 |
| 1965 | D-99124 | 419.26 | 310.00 |
| 1969 | G-48 | 569.18 | 426.89 |
| 1967 | G-98B | 123.31 | 92.48 |
| 1969 | N-4271 | 23.13 | 17.35 |
| 1969 | N-4340 | 24.08 | 12.04 |
| 1969 | N-4359 | 495.02 | 247.51 |

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Simon, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

### City Comptroller Authorized to Cancel Certain Uncollectible Warrants for Collection.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

*Ordered,* That the City Comptroller is authorized in accordance with his request dated June 26, 1969, to cancel the uncollectible warrants for collection in the amount of $1,429.70, as listed in his communication.

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Simon, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

### City Comptroller Authorized and Directed to Institute Foreclosure Proceedings for Delinquent Special Assessments.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

*Ordered,* That the Corporation Counsel is authorized and directed to file foreclosure proceedings on account of delinquent special assessments against the parcels of property shown on the following tabulation, and the Committee on Finance is directed to transmit all documents in connection with said requests to the Corporation Counsel for action:

| *Parcel* | *Location* | *Owner* |
|---|---|---|
| 2-B | No. 1201 W. 95th Place | Ceska Jednota Inc. |
| 2-A | No. 1205 W. 95th Place | Ceska Jednota Inc. |
| | No. 215 W. 95th Place | LaSalle National Bank, Trustee, Tr. No. 37609 |
| 2 | S. Calhoun and S. Hoxie Avenues, South of 122nd | Chicago Title & Trust Co., Trustee, Tr. No. 40182 |
| 1 | S. Torrence and S. Hoxie Avenues South of 122nd Street | Chicago Title & Trust Co., Trustee, Tr. No. 40182 |
| | N.E. Corner W. 17th and S. Kildare | Beverly Phieffer |

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Simon, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

### Ordinance Amended to Include Non-Arterial Streets for the Maintenance, Painting, Etc. of Existing Bridges Viaducts and Appurtenances.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That Section 1 of the ordinance of May 14, 1969, page 5503 of the Council Journal, which authorized an allocation of $3,200,000.00 from the City's share of the Motor Fuel Tax Fund for the maintenance, repair and painting of the existing bridges, viaducts and appurtenances thereto, be amended by inserting in Line 10 thereof after the word "Arterial", the additional words "and non-Arterial".

SECTION 2. The City Clerk is directed to transmit two certified copies of this ordinance to the Division of Highways of the Department of Public Works and Buildings of the State of Illinois through the District Engineer for District No. 10 of said Division of Highways.

SECTION 3. This ordinance shall take effect and be in force from and after its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Simon, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

### Negotiations Authorized for Acquisition of Property for Dept. of Police for Parking Facilities at 5th District Police Station.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. It is hereby determined and declared that it is useful, desirable and necessary to the City of Chicago that said City acquire for public use for the Department of Police, the following described property for a parking site for the 5th District Police Station; payment for the property to be made under account number 100-4126-522:

*201 E. 115th Street and 11501 S. Indiana Avenue*

Lots 10 and 11 (except part taken for S. Indiana Ave.) in Block 6 in Kensington, being a Subdivision of the Southwest ⅔ of an acre (lying West of the Illinois Central Railroad) of the North 60 acres of the Southeast quarter (S.E.¼) of Section 22, and Lots 1 and 4 in Assessor's Division of the North 60 acres of the Southwest quarter (S.W.¼) of Section 22 North of the Indian Boundary Line, in Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

SECTION 2. The Commissioner of Public Works is authorized and directed to negotiate with the owner or owners for the purchase of the property described in Section 1 of this ordinance.

In case the Commissioner of Public Works is able to agree with the owner or owners of said property upon the purchase price thereof, he is authorized to purchase said property for the agreed price, subject to the approval of the City Council.

SECTION 3. In case of the inability of the Commissioner of Public Works to agree with the owner or owners of said property upon the purchase price thereof, or in case the owner or owners or any of them are incapable of consenting to the sale thereof, or in case the name or residence of said owner or owners are unknown, or they are non-residents of the State of Illinois, then the Commissioner of Public Works shall report such facts to the Corporation Counsel. Upon receipt of such report, the Corporation Counsel shall institute and prosecute condemnation proceedings in the name of and in behalf of the City of Chicago for the purpose of acquiring title to said property under the City's right of eminent domain, and said property is hereby declared to be useful, advantageous, desirable and necessary to the City of Chicago for the use set forth above.

SECTION 4. This ordinance shall take effect and be in force from and after its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Simon, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

### Authority Granted for Construction of Parkway and Sidewalk in W. 103rd St. from S. Claremont Av. to S. Pulaski Road as Part of Widening Improvement.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (resolution of property owners referred on October 16, 1967):

WHEREAS, The City Council of the City of Chicago on July 7, 1965, passed an ordinance, Journal of the Proceedings of the City Council of the City of Chicago of said date, pages 4913 and 4914, inclusive, providing for an expenditure of $1,850,000 out of the City's share of the Motor Fuel Tax Fund for engineering and for the acquisition of the necessary right of way for various street improvements; and

WHEREAS, The widening and channelization of W. 103rd Street from S. Claremont Avenue to S. Pulaski Road is included as part of these improvements; and

WHEREAS, The Municipal Code of Chicago, Section 33-39 provides that all walks except full width walks shall be laid on a line one foot from the parallel with the lot line, unless otherwise ordered by special ordinance; and

WHEREAS, Section 33-41 of the Municipal Code of Chicago provides that the space between the street (lot) line and curb line to be reserved for sidewalks on all streets eighty feet and less than one hundred feet in width be sixteen feet, unless a different width shall be fixed by ordinance of the City Council; and

WHEREAS, The improvement of W. 103rd Street from S. Claremont Avenue to S. Pulaski Road provides for a widening of said W. 103rd Street to a width of 83 feet, said widening to include a 3 foot (net) width parkway (3.5 feet to face of curb) and a 5 foot width sidewalk for the greater safety of the users of the walks, pedestrians in general and the public at large, said sidewalk to be constructed to the property line; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That authority is hereby granted in accordance with the requirements of Sections 33-39 and 33-41 of the Municipal Code of the City of Chicago for the construction of a parkway 3 feet (net) in width (3.5 feet to face of curb) and the construction of sidewalk to the property line as part of the widening improvement of W. 103rd Street from S. Claremont Avenue to S. Pulaski Road.

SECTION 2. The City Clerk is hereby directed to transmit two certified copies of this ordinance to the Division of Highways of the Department of Public Works and Buildings of the State of Illinois, Springfield, Illinois, through the District Engineer for District No. 10 of the said Division of Highways.

SECTION 3. This ordinance shall be in force and effect from and after its passage and approval.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Simon, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

## Allocation of M.F.T. Funds Increased for Rehabilitation and Redecking of S. Damen Avenue Viaduct and Bridge Approach.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That Section 1 of the ordinance of September 11, 1968, page 3559 of the Council Journal which provided $80,000.00 from the City's share of the Motor Fuel Tax Fund for the preparation of plans for the redecking and rehabilitation of the S. Damen Avenue Viaduct be amended as follows:

"The City Comptroller and the City Treasurer, with the approval of the Department of Public Works and Buildings of the State of Illinois are authorized and directed to allocate the sum of $2,250,000.00 from that part of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago, for the rehabilitation and redecking of the S. Damen Avenue Viaduct extending from 33rd Street north to the north end of the S. Damen Avenue Bridge approach excluding the bridge structure."

SECTION 2. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when properly approved by the Commissioner of Public Works.

SECTION 3. The City Clerk is directed to transmit two certified copies of the ordinance to the Division of Highways of the Department of Public Works and Buildings of the State of Illinois through the District Engineer for District No. 10 of said Division of Highways.

SECTION 4. This ordinance shall take effect and be in force from and after its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Simon, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

## Allocation of M.F.T. Funds Increased for Construction of New Viaduct in N. Halsted St. from W. Kinzie St. to W. Wayman Court.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That Section 1 of the ordinance of March 16, 1966, pages 6437-38 of the Council Journal which allocated the sum of $10,000.00 from the City's share of the Motor Fuel Tax Fund for the preparation of plans, designs, studies and estimates for the construction of a new viaduct in N. Halsted Street from W. Kinzie Street to W. Wayman Court, as amended on July 7, 1967, page 528 of the Council Journal, increasing the authorized allocation to $90,000.00, and as amended on June 19, 1968, page 3046 of the Council Journal, increasing the allocation to $215,000.00, be further amended to read as follows:

"Section 1. The City Comptroller and the City Treasurer, with the approval of the Department of Public Works and Buildings of the State of Illinois, are authorized and directed to allocate the sum of $2,000,000.00 from that part of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago for the construction of a new viaduct in North Halsted Street from Kinzie Street to Wayman Court."

SECTION 2. The City Clerk is directed to transmit two certified copies of this ordinance to the Division of Highways of the Department of Public Works and Buildings of the State of Illinois.

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Simon, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

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## Allocation of M.F.T. Funds Increased for Repair and Resurfacing of N. State Street Bridge over Main Branch of Chicago River.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That Section 1 of the ordinance of May 14, 1969, page 5500 of the Council Journal which provided $25,000,00 from the City's share of the Motor Fuel Tax Fund for the preparation of plans for the repair and resurfacing of the N. State Street Bridge, be amended as follows:

"The City Comptroller and the City Treasurer, with the approval of the Department of Public Works and Buildings of the State of Illinois are authorized and directed to allocate a total sum of $210,000.00 from that part of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago, for the repair and resurfacing of the N. State Street Bridge over the Main Branch of the Chicago River".

SECTION 2. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when properly approved by the Commissioner of Public Works.

SECTION 3. The City Clerk is directed to transmit two certified copies of the ordinance to the Division of Highways of the Department of Public Works and Buildings of the State of Illinois through the District Engineer for District No. 10 of said Division of Highways.

SECTION 4. This ordinance shall take effect and be in force from and after its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Simon, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

## Allocation of M.F.T. Funds Increased for Engineering, Etc. for Relocation of Existing Elevated Columns of the Chicago Transit Authority in Arterial Streets.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

WHEREAS, The Commissioner of Public Works has been authorized by ordinance passed by the City Council of the City of Chicago on June 23, 1967 (Council Journal page 408), to make expenditures for engineering for the relocation of certain columns of the Chicago Transit Authority elevated structure in an amount not to exceed Fifty Thousand Dollars ($50,000.00); and

WHEREAS, The amount of $50,000.00 authorized by said ordinance is insufficient to defray the cost of engineering on all of the project locations studied; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That Section 1 of the ordinance passed by the City Council of the City of Chicago on June 23, 1967 (Council Journal page 408) entitled "Expenditures of M.F.T. Funds authorized for Engineering, Etc. for Relocation of Existing Elevated Columns of Chicago Transit Authority in Arterial Streets," be and the same is hereby amended as follows:

"Section 1. That the Commissioner of Public Works is hereby authorized to make expenditures for engineering in connection with the relocation of existing columns supporting the elevated structure of the Chicago Transit Authority, located in several of the arterial streets, in an amount not to exceed One Hundred and Fifty Thousand Dollars ($150,000.00) out of that part of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago.

The Commissioner of Public Works is authorized to expend from said fund any sum necessary for said purposes, all work in connection with and for the preparation of necessary plans and specifications, shall be performed by employees of the Department of Public Works at the rates of compensation as provided for in the annual appropriation, and for other expenses in connection with the project authorized hereby. At the request of the Commissioner of Public Works, upon requisition originated by the Bureau of Engineering accompanied by the plans and specifications therefor, the City Purchasing Agent is authorized to advertise and receive bids for any work involved, or for material, supplies and equipment therefor and at the request of the Commissioner of Public Works to enter into all necessary contracts, when approved by the Department of Public Works and Buildings of the State of Illinois.

If it should become necessary for the prosecution of the foregoing work to remove, relocate, replace and adjust any part of the water-distributing system, street-lighting system, signal and fire-alarm and traffic-control systems of the City, the appropriate City Department shall perform such work after receipt of proper requisitions from the Bureau of Engineering which shall charge the cost thereof to that portion of the Motor Fuel Tax Fund allocated for the project described in this ordinance. In connection with the performance of the work herein authorized, together with the supervising, inspecting and engineering thereof authority is hereby granted for the storage inside street limits within 500 feet of the structure being repaired or maintained, of materials, machinery, equipment, vehicles and other facilities used in connection therewith.

If it should become necessary to remove, relocate, replace and adjust any part of the equipment of any other governmental agency, such governmental agency may be requested by the Bureau of Engineering to perform such work the cost thereof to be charged to that portion of the Motor Fuel Tax Fund allocated for the project described in this ordinance."

SECTION 2. The City Clerk is hereby directed to transmit two certified copies of this ordinance to the District Engineer, District No. 10, Division of Highways, Department of Public Works and Buildings, State of Illinois, Springfield, Illinois.

SECTION 3. This ordinance shall be in force and effect from and after its passage and approval.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Simon, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

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## Authority Granted for Maintenance and Operation of Traffic-Control Devices on Arterial Streets and State Highways during Year 1969 and Allocation of M.F.T. Funds Allocated Therefor.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Authority is hereby given to the Commissioner of Streets and Sanitation to maintain and operate traffic-control signals on improved arterial streets or thoroughfares (including State Highways) for the period from January 1, 1969 to and including December 31, 1969 at an estimated cost of $180,000.00.

SECTION 2. The Commissioner of Streets and Sanitation is authorized to expend the sum of $180,000.00 for this work out of that part of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago, said sum to be charged either to the Corporate Purposes Fund and reimbursed from this allotment, or to be charged directly against this allotment.

SECTION 3. The Purchasing Agent is hereby authorized to advertise and receive bids for the work described in this ordinance or any part thereof, or for materials, supplies and equipment therefor, when approved by the Department of Public Works and Buildings of the State of Illinois, and to enter into all necessary contracts therefor, or to cause said work to be done by day labor.

SECTION 4. The City Clerk is hereby directed to transmit two certified copies of this ordinance to the Division of Highways of the Department of Public Works and Buildings of the State of Illinois, Springfield, Illinois, through the District Engineer of said Division of Highways.

SECTION 5. This ordinance shall take effect and be in force from and after its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Simon, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

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## Authority Granted for Installation of Warning Flashing Beacons and Down Lights at Specified Locations.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

*Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to install warning beacons as follows:

| *Locations* | *Estimated Cost* |
|---|---|
| N. Lake Shore Drive and E. Fullerton Avenue | |
| N. Lake Shore Drive and E. North Avenue | $4,510.00. |

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Simon, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

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## Authority Granted for Installations, Rehabilitations, Etc. of Traffic-Control Signals at Specified Locations.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

*Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to rehabilitate traffic-control signals as follows:

| *Intersection* | *Estimated Cost* |
|---|---|
| W. Argyle Street and N. Sheridan Road | $13,609.41; |

and

*Be It Further Ordered,* That the Commissioner

of Streets and Sanitation is hereby authorized and directed to rehabilitate traffic-control signals as follows:

| *Intersection* | *Estimated Cost* |
|---|---|
| N. Ashland Avenue and W. Winnemac Avenue | $15,900.02; |

and

*Be It Further Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to install traffic-control signals as follows:

| *Intersection* | *Estimated Cost* |
|---|---|
| N. Broadway and W. Buena Avenue | $13,779.92; |

and

*Be It Further Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to rehabilitate traffic-control signals as follows:

| *Intersection* | *Estimated Cost* |
|---|---|
| N. Clark Street and W. Addison Street | $20,598.97; |

and

*Be It Further Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to rehabilitate traffic-control signals as follows:

| *Intersection* | *Estimated Cost* |
|---|---|
| N. Clark Street and W. Chicago Avenue | $15,228.01; |

and

*Be It Further Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to rehabilitate traffic-control signals as follows:

| *Intersection* | *Estimated Cost* |
|---|---|
| S. Independence Boulevard at W. Congress Parkway and at W. Harrison Street | $35,217.76; |

and

*Be It Further Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to rehabilitate traffic-control signals as follows:

| *Intersection* | *Estimated Cost* |
|---|---|
| N. Laramie Avenue and W. Irving Park Road | $18,548.38; |

and

*Be It Further Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to install traffic-control signals as follows:

| *Intersection* | *Estimated Cost* |
|---|---|
| N. Menard and W. Montrose Avenues | $16,011.82; |

and

*Be It Further Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to install traffic-control signals as follows:

| *Intersection* | *Estimated Cost* |
|---|---|
| N. Rockwell Street and W. Touhy Avenue | $16,533.00; |

and

*Be It Further Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to install traffic-control signals as follows:

| *Intersection* | *Estimated Cost* |
|---|---|
| N. Sheffield Avenue and W. Webster Avenue | $19,456.00; |

and

*Be It Further Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to rehabilitate traffic-control signals as follows:

| *Intersection* | *Estimated Cost* |
|---|---|
| N. Sacramento Avenue and W. Irving Park Road | $20,139.44; |

and

*Be It Further Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to rehabilitate traffic-control signals as follows:

| *Intersection* | *Estimated Cost* |
|---|---|
| N. Sheridan Road and W. Ainslie Street | $11,857.42; |

and

*Be It Further Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to install traffic-control signals as follows:

| *Intersection* | *Estimated Cost* |
|---|---|
| S. Wentworth Avenue and W. 113th Street | $15,858.70. |

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Simon, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

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### Authority Granted for Painting Traffic Signal and Street Lighting Poles at Various Locations during Year 1969 (Project Street Lighting and Traffic Signal Pole Painting, 1969).

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Authority is hereby granted to the

Commissioner of Streets and Sanitation to extend the useful life and improve the appearance of the street lighting system and the traffic control signal system on various Arterial streets, County and State highways, within the City of Chicago, at locations as determined by the Commissioner of Streets and Sanitation, by providing for a street lighting and traffic signal pole painting program thereon, and to do all work necessary or incident thereto, including engineering at a total cost not to exceed $400,000.00 for street lighting poles and $100,000.00 for traffic signal pole painting to be paid for out of that part of the Motor Fuel Tax Funds which have been or may be allotted to the City of Chicago. This project shall be known as "Section Street Lighting and Traffic Signal Pole Painting, 1969."

SECTION 2. The locations, plans and specifications of the aforesaid program shall be prepared by the Commissioner of Streets and Sanitation and shall be approved by the Division of Highways of the Department of Public Works and Buildings of the State of Illinois.

SECTION 3. Such work may be performed wholly or in part by day labor or by contract. In case any of such work shall be done by contract, the Purchasing Agent is hereby authorized to advertise and receive bids therefor, when approved by the Department of Public Works and Buildings of the State of Illinois, and to enter into all necessary contracts therefor and to charge the cost thereof to that part of the Motor Fuel Tax Fund allotted for the improvement described in Section 1 of this ordinance.

SECTION 4. The City Clerk is hereby directed to transmit two certified copies of this ordinance to the Division of Highways of the Department of Public Works and Buildings of the State of Illinois, Springfield, Illinois, through the District Engineer for District No. 10 of the State Division of Highways.

SECTION 5. This ordinance shall take effect and be in force from and after its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Simon, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

## Authority Granted for Maintenance of Street Lighting on Arterial Streets and State Highways for the Year 1969 and Allocation of M.F.T. Funds Authorized Therefor.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Authority is hereby given to the Commissioner of Streets and Sanitation to maintain street lighting on improved arterial streets or thoroughfares (including State Highways) for the period from January 1, 1969 to and including December 31, 1969, at an estimated cost of $400,000.00.

SECTION 2. The Commissioner of Streets and Sanitation is authorized to expend the sum of $400,000.00 for this work out of that part of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago, said sum either to be charged to the Corporate Purposes Fund and reimbursed from this allotment, or to be charged directly against this allotment.

SECTION 3. The Purchasing Agent is hereby authorized to advertise and receive bids for the work described in this ordinance, or any part thereof, or for materials, supplies and equipment therefor, when approved by the Department of Public Works and Buildings of the State of Illinois, and to enter into all necessary contracts therefor, or to cause said work to be done by day labor.

SECTION 4. The City Clerk is hereby directed to transmit two certified copies of this ordinance to the Division of Highways of the Department of Public Works and Buildings of the State of Illinois, Springfield, Illinois, through the District Engineer of said Division of Highways.

SECTION 5. This ordinance shall take effect and be in force from and after its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Simon, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

## Designs, Plans, Estimates, Etc. for Section Channelization 1965-3 Specifically Designated as M.F.T. Fund Project and Expenditures Therefor Authorized (Project No. 471).

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The City Comptroller and the City Treasurer, with the approval of the Department of Public Works and Buildings of the State of Illinois are authorized and directed to allocate the sum of $30,000.00 from that part of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago for the preparation of studies, designs, plans and estimates required for the channelization improvements at the following intersections:

W. Cermak Road and S. Western Avenue

S. Kedzie Avenue and W. 31st Street

S. Pulaski Road and W. 26th Street

S. Kedzie Avenue and W. Pershing Road

S. Pulaski Road—W. Cermak Road and S. Ogden Avenue

SECTION 2. The Commissioner of Streets and Sanitation is authorized to expend from said fund any sum necessary for said purposes, all work in connection with and for the preparation of necessary plans and specifications shall be performed by employees of the Department of Streets and Sanitation at rates of compensation as provided for in the annual appropriation, and for other expenses in connection with the project authorized hereby. At the request of the Commissioner of Streets and Sanitation, upon requisition originated by the Bureau of Streets and accompanied by the plans and specifications therefor, the City Purchasing Agent is authorized to advertise and receive bids for any work involved, or for material, supplies and equipment therefor and at the request of the Commissioner of Streets and Sanitation to enter into all necessary contracts, when approved by the Department of Public Works and Buildings of the State of Illinois.

SECTION 3. The Commissioner of Public Works is hereby authorized to handle all matter relating to the acquisition of rights of way for the improvement, subject to the approval of the Department of Public Works and Buildings of the State of Illinois.

SECTION 4. The Commissioner of Streets and Sanitation is hereby authorized to cause surveys, plans, specifications and estimates to be made for and to supervise the construction of the said improvement, all subject to the approval of the Department of Public Works and Buildings of the State of Illinois.

SECTION 5. The Purchasing Agent of the City of Chicago is hereby authorized to advertise and receive bids for the said improvement when approved by the Department of Public Works and Buildings of the State of Illinois and to enter into all necessary contracts therefor.

SECTION 6. If it should become necessary to remove, relocate, replace, or adjust any part of the water distributing system, street lighting system, signal and fire alarm equipment or traffic control system of the city, the appropriate City department shall perform such necessary work with its own forces and charge the cost thereof to that part of the Motor Fuel Tax Fund allocated for the improvement in Section 1 of this ordinance.

SECTION 7. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when properly approved by the Commissioner of Streets and Sanitation.

SECTION 8. The City Clerk is hereby directed to transmit two certified copies of this ordinance to the Division of Highways of the Department of Public Works and Buildings of the State of Illinois, Springfield, Illinois through the District Engineer for District No. 10 of the said Division of Highways.

SECTION 9. This ordinance shall be in force and effect from and after its passage and approval.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Simon, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

### Designs, Plans, Estimates, Etc. for Section Channelization 1965-3 Specifically Designated as M.F.T. Fund Project and Expenditures Therefor Authorized (Project No. 497).

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The City Comptroller and the City Treasurer, with the approval of the Department of Public Works and Buildings of the State of Illinois are authorized and directed to allocate the sum of $30,000.00 from that part of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago for the preparation of studies, designs, plans and estimates required for the channelization improvements at the following intersections:

W. Addison Street and N. Narragansett Avenue
W. Belmont Avenue and N. Narragansett Avenue
N. California Avenue and W. Diversey Avenue
W. Grand Avenue, N. Leclaire and W. Armitage Avenue
W. Jackson Blvd. and S. Laramie Avenue

SECTION 2. The Commissioner of Streets and Sanitation is authorized to expend from said fund any sum necessary for said purposes, all work in connection with and for the preparation of necessary plans and specifications shall be performed by employees of the Department of Streets and Sanitation at rates of compensation as provided for in the annual appropriation, and for other expenses in connection with the project authorized hereby. At the request of the Commissioner of Streets and Sanitation, upon requisition originated by the Bureau of Streets and accompanied by the plans and specifications therefor, the City Purchasing Agent is authorized to advertise and receive bids for any work involved, or for material, supplies and equipment therefor and at the request of the Commissioner of Streets and Sanitation to enter into all necessary contracts, when approved by the Department of Public Works and Buildings of the State of Illinois.

SECTION 3. The Commissioner of Public Works is hereby authorized to handle all matter relating to the acquisition of rights of way for the improvement, subject to the approval of the Department of Public Works and Buildings of the State of Illinois.

SECTION 4. The Commissioner of Streets and Sanitation is hereby authorized to cause surveys, plans, specifications and estimates to be made for and to supervise the construction of the said improvement, all subject to the approval of the Department of Public Works and Buildings of the State of Illinois.

SECTION 5. The Purchasing Agent of the City of Chicago is hereby authorized to advertise and receive bids for the said improvement when approved by the Department of Public Works and Buildings of the State of Illinois and to enter into all necessary contracts therefor.

SECTION 6. If it should become necessary to remove, relocate, replace, or adjust any part of the water distributing system, street lighting system, signal and fire alarm equipment or traffic control system of the city, the appropriate City department shall perform such necessary work with its own forces and charge the cost thereof to that part of the Motor Fuel Tax Fund allocated for the improvement in Section 1 of this ordinance.

SECTION 7. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when properly approved by the Commissioner of Streets and Sanitation.

SECTION 8. The City Clerk is hereby directed to transmit two certified copies of this ordinance to the Division of Highways of the Department of Public Works and Buildings of the State of Illinois, Springfield, Illinois through the District Engineer for District No. 10 of the said Division of Highways.

SECTION 9. This ordinance shall be in force and effect from and after its passage and approval.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Simon, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

### Designs, Plans, Estimates, Etc. for Channelization and Improvements at Specified Intersections Specifically Designated as M.F.T. Project and Expenditures Therefor Authorized (Project No. 547).

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The City Comptroller and the City Treasurer, with the approval of the Department of Public Works and Buildings of the State of Illinois are authorized and directed to allocate the sum of $30,000.00 from that part of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago for the preparation of studies, designs, plans and estimates required for the channelization improvements at the following intersections:

S. California Avenue and W. Pershing Road
S. California Avenue and W. 43rd Street
S. California Avenue and W. 47th Street
W. 43rd Street west of S. Western Avenue
W. 47th Street—Western to Western Boulevard
W. 51st Street—Western to Western Boulevard
W. 63rd Street at S. Western Avenue
W. 83rd Street at S. Damen Avenue

SECTION 2. The Commissioner of Streets and Sanitation is authorized to expend from said fund any sum necessary for said purposes, all work in connection with and for the preparation of necessary plans and specifications shall be performed by employees of the Department of Streets and Sanitation at rates of compensation as provided for in the annual appropriation, and for other expenses in connection with the project authorized hereby. At the request of the Commissioner of Streets and Sanitation, upon requisition originated by the Bureau of Streets and accompanied by the plans and specifications therefor, the City Purchasing Agent is authorized to advertise and receive bids for any work involved, or for material, supplies and equipment therefor and at the request of the Commissioner of Streets and Sanitation to enter into all necessary contracts, when approved by the Department of Public Works and Buildings of the State of Illinois.

SECTION 3. The Commissioner of Public Works is hereby authorized to handle all matter relating to the acquisition of rights of way for the improvement, subject to the approval of the Department of Public Works and Buildings of the State of Illinois.

SECTION 4. The Commissioner of Streets and Sanitation is hereby authorized to cause surveys, plans, specifications and estimates to be made for and to supervise the construction of the said improvement, all subject to the approval of the Department of Public Works and Buildings of the State of Illinois.

SECTION 5. The Purchasing Agent of the City of Chicago is hereby authorized to advertise and receive bids for the said improvement when approved by the Department of Public Works and Buildings of the State of Illinois and to enter into all necessary contracts therefor.

SECTION 6. If it should become necessary to remove, relocate, replace, or adjust any part of the water distributing system, street lighting system, signal and fire alarm equipment or traffic control system of the city, the appropriate City department shall perform such necessary work with its own forces and charge the cost thereof to that part of the Motor Fuel Tax Fund allocated for the improvement in Section 1 of this ordinance.

SECTION 7. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when properly approved by the Commissioner of Streets and Sanitation.

SECTION 8. The City Clerk is hereby directed to transmit two certified copies of this ordinance to the Division of Highways of the Department of Public Works and Buildings of the State of Illinois, Springfield, Illinois through the District Engineer for District No. 10 of the said Division of Highways.

SECTION 9. This ordinance shall be in force and effect from and after its passage and approval.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Simon, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

### Designs, Plans, Estimates, Etc. for Channelization 1965-3 Specifically Designated as M.F.T. Project and Expenditures Therefor Authorized (Project No. 550).

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The City Comptroller and the City

Treasurer, with the approval of the Department of Public Works and Buildings of the State of Illinois are authorized and directed to allocate the sum of $30,000.00 from that part of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago for the preparation of studies, designs, plans and estimates required for the channelization improvements at the following intersections:

S. Jeffery Boulevard at S. South Chicago Avenue and E. 83rd Street

S. Jeffery Boulevard at E. 79th Street

E. 95th Street at S. Jeffery Boulevard

S. South Chicago Avenue at E. 95th Street

W. 115th Street and S. Western Avenue

W. 107th Street at S. Western Avenue

SECTION 2. The Commissioner of Streets and Sanitation is authorized to expend from said fund any sum necessary for said purposes, all work in connection with and for the preparation of necessary plans and specifications shall be performed by employees of the Department of Streets and Sanitation at rates of compensation as provided for in the annual appropriation, and for other expenses in connection with the project authorized hereby. At the request of the Commissioner of Streets and Sanitation, upon requisition originated by the Bureau of Streets and accompanied by the plans and specifications therefor, the City Purchasing Agent is authorized to advertise and receive bids for any work involved, or for material, supplies and equipment therefor and at the request of the Commissioner of Streets and Sanitation to enter into all necessary contracts, when approved by the Department of Public Works and Buildings of the State of Illinois.

SECTION 3. The Commissioner of Public Works is hereby authorized to handle all matters relating to the acquisition of rights of way for the improvement, subject to the approval of the Department of Public Works and Buildings of the State of Illinois.

SECTION 4. The Commissioner of Streets and Sanitation is hereby authorized to cause surveys, plans, specifications and estimates to be made for and to supervise the construction of the said improvement, all subject to the approval of the Department of Public Works and Buildings of the State of Illinois.

SECTION 5. The Purchasing Agent of the City of Chicago is hereby authorized to advertise and receive bids for the said improvement when approved by the Department of Public Works and Buildings of the State of Illinois and to enter into all necessary contracts therefor.

SECTION 6. If it should become necessary to remove, relocate, replace, or adjust any part of the water distributing system, street lighting system, signal and fire alarm equipment or traffic control system of the city, the appropriate City department shall perform such necessary work with its own forces and charge the cost thereof to that part of the Motor Fuel Tax Fund allocated for the improvement in Section 1 of this ordinance.

SECTION 7. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when properly approved by the Commissioner of Streets and Sanitation.

SECTION 8. The City Clerk is hereby directed to transmit two certified copies of this ordinance to the Division of Highways of the Department of Public Works and Buildings of the State of Illinois, Springfield, Illinois through the District Engineer for District No. 10 of the said Division of Highways.

SECTION 9. This ordinance shall be in force and effect from and after its passage and approval.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Simon, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

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### Designs, Plans, Estimates, Etc. for Section Channelization 1965-3 Specifically Designated as M.F.T. Fund Project and Expenditures Therefor Authorized (Project No. 554).

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The City Comptroller and the City Treasurer, with the approval of the Department of Public Works and Buildings of the State of Illinois are authorized and directed to allocate the sum of $30,000.00 from that part of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago for the preparation of studies, designs, plans and estimates required for the channelization improvements at the following intersections:

S. Clark Street—W. Congress Parkway to W. Van Buren Street

S. Dearborn Street—W. Harrison Street to W. Congress Parkway

S. Dr. Martin Luther King Jr. Drive and E. 26th Street

E. Roosevelt Road—S. Wabash Avenue to S. Michigan Avenue

S. State Street at Congress Parkway

S. Union Avenue at W. 18th Street

E. 47th Street—I.C.R.R. to S. Lake Shore Drive.

SECTION 2. The Commissioner of Streets and Sanitation is authorized to expend from said fund any sum necessary for said purposes, all work in connection with and for the preparation of necessary plans and specifications shall be performed by employees of the Department of Streets and Sanitation at rates of compensation as provided for in the annual appropriation, and for other expenses in connection with the project authorized hereby. At the request of the Commissioner of Streets and Sanitation, upon requisition originated by the Bureau of Streets and accompanied by the plans and specifications therefor, the City Purchasing Agent is authorized to advertise and receive bids for any work involved, or for material, supplies and equipment therefor and at the request of the Commissioner of Streets and Sanitation to enter into all necessary contracts, when approved by the Department of Public Works and Buildings of the State of Illinois.

SECTION 3. The Commissioner of Public Works is hereby authorized to handle all matter relating to the acquisition of rights of way for the improvement, subject to the approval of the Department of Public Works and Buildings of the State of Illinois.

SECTION 4. The Commissioner of Streets and Sanitation is hereby authorized to cause surveys, plans, specifications and estimates to be made for and to supervise the construction of the said improvement, all subject to the approval of the Department of Public Works and Buildings of the State of Illinois.

SECTION 5. The Purchasing Agent of the City of Chicago is hereby authorized to advertise and receive bids for the said improvement when approved by the Department of Public Works and Buildings of the State of Illinois and to enter into all necessary contracts therefor.

SECTION 6. If it should become necessary to remove, relocate, replace, or adjust any part of the water distributing system, street lighting system, signal and fire alarm equipment or traffic control system of the city, the appropriate City department shall perform such necessary work with its own forces and charge the cost thereof to that part of the Motor Fuel Tax Fund allocated for the improvement in Section 1 of this ordinance.

SECTION 7. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when properly approved by the Commissioner of Streets and Sanitation.

SECTION 8. The City Clerk is hereby directed to transmit two certified copies of this ordinance to the Division of Highways of the Department of Public Works and Buildings of the State of Illinois, Springfield, Illinois through the District Engineer for District No. 10 of the said Division of Highways.

SECTION 9. This ordinance shall be in force and effect from and after its passage and approval.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Simon, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

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## Allocation of M.F.T. Funds Increased for Improvement of Right of Way on Portions of W. 43rd St. and S. Racine Av. (Project No. 558).

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the ordinance passed by the City Council on March 26, 1968 and appearing on pages 2457 and 2458 of the Council Journal, providing for the improvement of right of way of W. 43rd Street from S. Ashland Avenue to S. Racine Avenue and S. Racine Avenue from W. Pershing Road to W. 47th Street, be and is hereby amended to increase the allocation from the Motor Fuel Tax Fund from $615,000.00 to $1,115,000.00 so that paragraph "B" of the said ordinance shall read as follows:

> B. The local share shall be paid from the Motor Fuel Tax Fund in an amount of $1,115,000.00 to be applied to the cost of the installation of the roadways and appurtenances thereto, and the balance of the local share shall be a non-cash contribution of the value of the land donated to the City of Chicago:

and also Section 1 of the said ordinance shall read as follows:

> Section 1. That authority is hereby given to improve the right of way of W. 43rd Street from S. Ashland Avenue to S. Racine Avenue and S. Racine Avenue from W. Pershing Road to W. 47th Street in the City of Chicago, Illinois by the installation of a water distribution system and new roadways including auxiliary outlet sewers, curbing, sidewalk, street lighting, traffic signals, walls, drainage structures and where necessary the removal, relocation, replacement or adjustment of city owned utilities and appurtenances thereto. All in accordance with the plans and specifications prepared under the direction and supervision of the Commissioner of the Department of Streets and Sanitation of the City of Chicago incorporated herein by reference as Exhibit "A". The total cost of the improvement shall be $6,790,307.00 and shall be financed by a grant from the Department of Commerce of the United States of America in an amount not to exceed 80% of the total project cost. The local share shall be paid from the Motor Fuel Tax Fund in an amount of $1,115,000.00 to be applied to the cost of the installation of the roadways and appurtenances thereto, and the balance of the local share shall be a non-cash contribution of the value of the land donated to the City of Chicago.

SECTION 2. The City Clerk is hereby directed to transmit two certified copies of this ordinance to the Division of Highways of the Department of Public Works and Buildings of the State of Illinois, Springfield, Illinois, through the District Engineer for District No. 10 of the said Division of Highways.

SECTION 3. This ordinance shall be in force and effect from and after its passage and approval.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Simon, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

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## Allocation of M.F.T. Funds Increased for Improvement of Portions of W. Birchwood, N. Hermitage and N. Rogers Aves.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the amending ordinance passed by the City Council on July 11, 1968 and appearing on pages 3345 and 3346 of the Council Journal, providing for the construction of an improvement of W. Birchwood Avenue, N. Hermitage Avenue and N. Rogers Avenue, be and is hereby amended to increase the allocation form $135,249.19 to $139,249.19 so that Section 1 of said ordinance shall read as follows:

"Section 1. Authority is hereby given to improve W. Birchwood Avenue from N. Clark Street to N. Hermitage Avenue, N. Hermitage Avenue from N. Rogers Avenue to W. Howard Street and N. Rogers Avenue from N. Clark Street to N. Hermitage Avenue (a total length of approximately 2,150 feet) by widening and resurfacing the pavement in each of the three streets. Where necessary, the improvement shall include new pavement curbing, sidewalks, walls, drainage structures, the adjustment of municipally-owned utilities and other incidental work. The improvement shall cost not more than $139,249.19 and shall be paid for from that part of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago. The project shall be known as "Section Bituminous Resurfacing 1964".

SECTION 2. The City Clerk is hereby directed to transmit two certified copies of this ordinance to to the Division of Highways of the Department of Public Works and Buildings of the State of Illinois, Springfield, Illinois, through the District Engineer for District No. 10 of the said Division of Highways.

SECTION 3. This ordinance shall be in force and effect from and after its passage and approval.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Simon, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

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### Allocation of M.F.T. Funds Increased for Improvement of S. Halsted St., S. Union Drive and W. Englewood Drive (Project No. 561).

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the amending ordinance passed by the City Council on June 26, 1968 and appearing on pages 3161 and 3162 of the Council Journal, providing for the construction of an improvement of portions of S. Halsted Street, S. Union Drive and W. Englewood Drive, be and is hereby amended to increase the allocation from $1,735,000.00 to $2,185,000.00 so that Section 1 of the said ordinance shall read as follows:

"Section 1. Authority is hereby given to improve S. Halsted Street from W. 66th Street to W. 65th Street and from W. Englewood Drive to W. 61st Street; S. Union Drive from S. Halsted Street to W. 62nd Street; and W. Englewood Drive from S. Union Drive to S. Halsted Street, by construction, on a new alignment, of a bituminous concrete pavement on a Portland Cement Concrete base, including medians, new curbing, sidewalk, drainage structures and all necessary appurtenances. Also, where necessary, the removal, relocation, replacement or adjustment of municipally owned utilities and other incidental work. $2,185,000.00 is hereby allocated from that part of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago for acquisition of rights of way, for engineering and for construction of the improvements."

SECTION 2. The City Clerk is hereby directed to transmit two certified copies of this ordinance to the Division of Highways of the Department of Public Works and Buildings of the State of Illinois, Springfield, Illinois through the District Engineer for District No. 10 of the said Division of Highways.

SECTION 3. This ordinance shall be in force and effect from and after its passage and approval.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Simon, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

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### Allocation of M.F.T. Funds Increased for Improvement of Intersection of S. Ashland Av. and W. 63rd St. (Project No. 564).

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the ordinance passed by the City Council on June 23, 1967 and appearing on page 404 of the Council Journal, providing for the engineering and construction of an improvement of the intersection of S. Ashland Avenue and W. 63rd Street, be and is hereby amended to increase the allocation from $125,000.00 to $165,000.00 so that Section 1 of the said ordinance shall read as follows:

"Section 1. Authority is hereby given to improve the S. Ashland Avenue and W. 63rd Street intersection by throat widening, construction of combination curbs and gutter, construction of median strips and by resurfacing the full new width. Where necessary, the improvement shall include sidewalk, walls, drainage structures, the adjustment of municipally-owned utilities and other incidental work. The improvement shall cost not more than $165,000.00 and shall be paid for from that part of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago."

SECTION 2. The City Clerk is hereby directed to transmit two certified copies of this ordinance to the Division of Highways of the Department of

Public Works and Buildings of the State of Illinois, Springfield, Illinois, through the District Engineer for District No. 10 of the said Division of Highways.

SECTION 3. This ordinance shall be in force and effect from and after its passage and approval.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Simon, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

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## Allocation of M.F.T. Funds Increased for Engineering, Etc. for Section Underpass Improvements 1968 (Project No. 580).

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The City Comptroller and the City Treasurer, with the approval of the Department of Public Works and Buildings of the State of Illinois are authorized and directed to increase allocation of Motor Fuel Tax Funds from $10,000.00 to $45,000.00 from that part of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago for the preparation of studies, designs, plans and estimates required for the project known as "Section Underpass Improvements 1968" at:

S. Ashland Ave. from W. 16th Street to W. 15th St.; W. 47th Street from S. Normal Ave. to S. Shields Ave.; W. 51st Street from S. Lowe Ave. to S. Shields Ave.

SECTION 2. The Commissioner of Streets and Sanitation is authorized to expend from said fund any sum necessary for said purposes, all work in connection with and for the preparation of necessary plans and specifications, shall be performed by employees of the Department of Streets and Sanitation at rates of compensation as provided for in the annual appropriation, and for other expenses in connection with the project authorized hereby. At the request of the Commissioner of Streets and Sanitation, upon requisition originated by the Bureau of Streets, accompanied by the plans and specifications therefor, the City Purchasing Agent, is authorized to advertise and receive bids for any work involved, or for material, supplies and equipment therefor and at the request of the Commissioner of Streets and Sanitation to enter into all necessary contracts, when approved by the Department of Public Works and Buildings of the State of Illinois.

SECTION 3. The Commissioner of Public Works is hereby authorized to handle all matters relating to the acquisition of rights of way for the improvement, subject to the approval of the Department of Public Works and Buildings of the State of Illinois.

SECTION 4. The Commissioner of Streets and Sanitation is hereby authorized to cause surveys, plans, specifications and estimates to be made for and to supervise the construction of the said improvement, all subject to the approval of the Department of Public Works and Buildings of the State of Illinois.

SECTION 5. The Purchasing Agent of the City of Chicago is hereby authorized to advertise and receive bids for the said improvement when approved by the Department of Public Works and Buildings of the State of Illinois and to enter into all necessary contracts therefor.

SECTION 6. If it should become necessary to remove, relocate, replace or adjust any part of the water distributing system, street lighting system, signal and fire alarm equipment or traffic control system of the city, the appropriate City department shall perform such necessary work with its own forces and charge the cost thereof to that part of the Motor Fuel Tax Fund allocated for the improvement in Section 1 of this ordinance.

SECTION 7. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when properly approved by the Commissioner of Streets and Sanitation.

SECTION 8. The City Clerk is hereby directed to transmit two certified copies of this ordinance to the Division of Highways of the Department of Public Works and Buildings of the State of Illinois, Springfield, Illinois through the District Engineer for District No. 10 of the said Division of Highways.

SECTION 9. This ordinance shall be in force and effect from and after its passage and approval.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Simon, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

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## Allocation of M.F.T. Funds Authorized for Designs, Plans, Estimates, Etc. for Channelization Improvements at Specified Intersections (Project No. 610).

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The City Comptroller and the City Treasurer, with the approval of the Department of Public Works and Buildings of the State of Illinois are authorized and directed to allocate the sum of $200,000.00 from that part of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago for the preparation of studies, designs, plans and estimates required for the channelization improvements incorporated herein by reference as Exhibit "A".

SECTION 2. The Commissioner of Streets and

Sanitation is authorized to expend from said fund any sum necessary for said purposes, all work in connection with and for the preparation of necessary plans and specifications shall be performed by employees of the Department of Streets and Sanitation, at rates of compensation as provided for in the annual appropriation, and for other expenses in connection with the project authorized hereby. At the request of the Commissioner of Streets and Sanitation, upon requisition originated by the Bureau of Streets, accompanied by the plans and specifications therefor, the City Purchasing Agent is authorized to advertise and receive bids for any work involved, or for material, supplies and equipment therefor and at the request of the Commissioner of Streets and Sanitation to enter into all necessary contracts, when approved by the Department of Public Works and Buildings of the State of Illinois.

SECTION 3. The Commissioner of Public Works is hereby authorized to handle all matters relating to the acquisition of rights of way for the improvement, subject to the approval of the Department of Public Works and Buildings of the State of Illinois.

SECTION 4. The Commissioner of Streets and Sanitation is hereby authorized to cause surveys, plans, specifications and estimates to be made for and to supervise the construction of the said improvement, all subject to the approval of the Department of Public Works and Buildings of the State of Illinois.

SECTION 5. The Purchasing Agent of the City of Chicago is hereby authorized to advertise and receive bids for the said improvement when approved by the Department of Public Works and Buildings of the State of Illinois and to enter into all necessary contracts therefor.

SECTION 6. If it should become necessary to remove, relocate, replace or adjust any part of the water distributing system, street lighting system, signal and fire alarm equipment or traffic control system of the city, the appropriate City department shall perform such necessary work with its own forces and charge the cost thereof to that part of the Motor Fuel Tax Fund allocated for the improvement in Section 1 of this ordinance.

SECTION 7. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when properly approved by the Commissioner of Streets and Sanitation.

SECTION 8. The City Clerk is hereby directed to transmit two certified copies of this ordinance to the Division of Highways of the Department of Public Works and Buildings of the State of Illinois, Springfield, Illinois through the District Engineer for District No. 10 of the said Division of Highways.

SECTION 9. This ordinance shall be in force and effect from and after its passage and approval.

[Exhibit "A' omitted for printing purposes]

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Simon, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

### Designs, Plans, Estimates, Etc. for Improvement of Portion of S. Lawndale Av. Specifically Designated as M.F.T. Project and Expenditures Therefor Authorized (Project No. 620).

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The City Comptroller and the City Treasurer, with the approval of the Department of Public Works and Buildings of the State of Illinois are authorized and directed to allocate the sum of $825,000.00 from that part of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago for the preparation of studies, designs, plans, estimates and construction of a bituminous concrete pavement required for the improvement of South Lawndale Avenue from West 87th Street to West 79th Street. A length of approximately 5300 feet having a width between curb faces of 42 feet.

SECTION 2. The Commissioner of Streets and Sanitation is authorized to expend from said fund any sum necessary for said purposes including all work in connection with an for the preparation of necessary plans and specifications, which shall be performed by employees of the Department of Streets and Sanitation at rates of compensation as provided for in the annual appropriation and other expenses in connection with the project authorized hereby. At the request of the Commissioner of Streets and Sanitation, upon requisition originated by the Bureau of Streets, accompanied by the plans and specifications therefor, the City Purchasing Agent is authorized to advertise and receive bids for any work involved, or for material, supplies and equipment therefor and at the request of the Commissioner of Streets and Sanitation to enter into all necessary contracts, when approved by the Department of Public Works and Buildings of the State of Illinois.

SECTION 3. The Commissioner of Public Works is hereby authorized to handle all matters relating to the acquisition of rights of way for the improvement, subject to the approval of the Department of Public Works and Buildings of the State of Illinois.

SECTION 4. The Commissioner of Streets and Sanitation is hereby authorized to cause surveys, plans, specifications and estimates to be made for and to supervise the construction of the said improvement, all subject to the approval of the Department of Public Works and Buildings of the State of Illinois.

SECTION 5. The Purchasing Agent of the City of Chicago is hereby authorized to advertise and receive bids for the said improvement when approved by the Department of Public Works and Buildings of the State of Illinois and to enter into all necessary contracts therefor.

SECTION 6. If it should become necessary to remove, relocate, replace or adjust any part of the water distributing system, street lighting system, signal and fire alarm equipment or traffic control system of the city, the appropriate City department shall perform such necessary work with its own forces and charge the cost thereof to that part of the Motor Fuel Tax Fund allocated for the improvement in Section 1 of this ordinance.

SECTION 7. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when properly approved by the Commissioner of Streets and Sanitation.

SECTION 8. The City Clerk is hereby directed to transmit two certified copies of this ordinance to the Division of Highways of the Department of Public Works and Buildings of the State of Illinois, Springfield, Illinois through the District Engineer for District No. 10 of the said Division of Highways.

SECTION 9. This ordinance shall be in force and effect from and after its passage and approval.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Simon, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

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## Authority Granted for Studies, Plans, Etc. for Widening and Restoration of Streets and Street Intersections and Allocation of M.F.T. Funds Therefor Authorized (Project No. 630 Section 1969 W. and RS).

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The City Comptroller and the City Treasurer, with the approval of the Department of Public Works and Buildings of the State of Illinois are authorized and directed to allocate the sum of $100,000.00 from that part of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago for the preparation of studies, designs, plans and estimates required for the widening and restoration of streets and intersections, incorporated herein by reference as Exhibit "B".

SECTION 2. The Commissioner of Streets and Sanitation is authorized to expend from said fund any sum necessary for said purposes all work in connection with and for the preparation of necessary plans and specifications shall be performed by employees of the Department of Streets and Sanitation at rates of compensation as provided for in the annual appropriation, and for other expenses in connection with the project authorized hereby. At the request of the Commissioner of Streets and Sanitation, upon requisition originated by the Bureau of Streets, accompanied by the plans and specifications therefor, the City Purchasing Agent is authorized to advertise and receive bids for any work involved, or for material, supplies and equipment therefor and at the request of the Commissioner of Streets and Sanitation to enter into all necessary contracts, when approved by the Department of Public Works and Buildings of the State of Illinois.

SECTION 3. The Commissioner of Public Works is hereby authorized to handle all matters relating to the acquisition of rights of way for the improvement, subject to the approval of the Department of Public Works and Buildings of the State of Illinois.

SECTION 4. The Commissioner of Streets and Sanitation is hereby authorized to cause surveys, plans, specifications and estimates to be made for an to supervise the construction of the said improvement, all subject to the approval of the Department of Public Works and Buildings of the State of Illinois.

SECTION 5. The Purchasing Agent of the City of Chicago is hereby authorized to advertise and receive bids for the said improvement when approved by the Department of Public Works and Buildings of the State of Illinois and to enter into all necessary contracts therefor.

SECTION 6. If it should become necessary to remove, relocate, replace or adjust any part of the water distributing system, street lighting system, signal and fire alarm equipment of traffic control system of the City, the appropriate City department shall perform such necessary work with its own forces and charge the cost thereof to that part of the Motor Fuel Tax Fund allocated for the improvement in Section 1 of this ordinance.

SECTION 7. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when properly approved by the Commissioner of Streets and Sanitation.

SECTION 8. The City Clerk is hereby directed to transmit two certified copies of this ordinance to the Division of Highways of the Department of Public Works and Buildings of the State of Illinois, Springfield, Illinois through the District Engineer for District No. 10 of the said Division of Highways.

SECTION 9. This ordinance shall be in force and effect from and after its passage and approval.

[Exhibit "B" omitted for printing purposes]

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Simon, Sperling—43.

*Nays*—None.

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## Authority Granted for Sewer-Service Connection to Serve Clearing Industrial District, Inc. in Stickney Township, Illinois.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

*Ordered,* That the Commissioner of Water and Sewers is authorized in accordance with his request dated June 4, 1969 to install one 15-inch sewer-connection to be made to the 9' x 12' City of Chicago sewer in Stickney Township by J. E. Rice for Clearing Industrial District, Inc., in the Township of Stickney, Illinois.

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Simon, Sperling—43.

*Nays*—None.

### Authority Granted for Construction of Auxiliary Outlet Sewers in Lawrence Avenue System Contract No. 2 as Joint M.F.T. and Sewer Bond Fund Project.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That authority is hereby given to plan and construct auxiliary outlet sewers in the Lawrence Ave. System, Contract No. 2, consisting of 10 inlet shafts connecting to the underflow tunnel and sewers in N. Menard Ave. from W. Lawrence Ave. to W. Berteau Ave., in N. Melvina Ave. from W. Lawrence Ave. to W. Gunnison St. in N. Moody Ave. from W. Gunnison St. to W. Strong St. to N. Mobile Ave. to W. Foster Ave., and in W. Argyle St. from N. Mobile Ave. to N. Nagle Ave., a length of approximately 8,410 feet to be constructed of reinforced concrete in tunnel, and a length of approximately 270 feet of vitrified tile pipe in open cut. The improvement includes necessary junctions, connections, manholes, catchbasins, inlets and other necessary appurtenances, restoration of all surface improvements and, where necessary, the removal, relocation, replacement or adjustment of City-owned utilities and appurtenances thereto. The improvement shall cost not more than $4,830,000 and shall be paid for in an estimated amount of $3,765,000 from funds obtained from Sewer Bonds, supplemented by an estimated amount of $1,065,000 to be paid from that part of the Motor Fuel Tax Fund which hereafter may be allocated to the project by the City Council of the City of Chicago.

SECTION 2. That the Commissioner of Public Works is hereby authorized and directed to cause surveys, plans, specifications and estimates to be made for and supervise construction of said sewers, all subject to the approval of the Department of Public Works and Buildings of the State of Illinois.

SECTION 3. That the Commissioner of Public Works is hereby authorized and directed to enter into and to process all necessary easement documents and/or agreements required for said sewer construction.

SECTION 4. That the Purchasing Agent of the City of Chicago is hereby authorized and directed to advertise and receive bids and to enter into necessary contracts for said sewer construction when approved by the Department of Public Works and Buildings of the State of Illinois.

SECTION 5. That in compliance with "An Act regulating wages of laborers, mechanics and other workmen employed in any public works by the State, county, city or any public body or any political subdivision or by any one under contract for public works," approved June 26, 1941, as amended, the general prevailing rate of wages for each craft or type of workman or mechanic needed to execute the contract or perform such work, also the general prevailing rate for legal holiday and overtime work, as ascertained by the City of Chicago, shall be paid each craft or type of workman needed to execute the contract or to perform such work.

SECTION 6. That where it becomes necessary to remove, relocate, replace or adjust any part of the water-distribution system, street lighting system signal and fire-alarm or traffic control equipment of the City of Chicago in order to construct said sewers, the appropriate City agency shall perform the necessary work with its own forces and charge the cost thereof to said Sewer Bond Funds and said Motor Fuel Tax Funds in the proportion that each of said funds as allocated in Section 1 of this ordinance bears to the total amount of said funds.

SECTION 7. The City Clerk is hereby directed to transmit two certified copies of this ordinance to the Division of Highways of the Department of Public Works and Buildings of the State of Illinois, through the District Engineer for District No. 10 of the Illinois Division of Highways, 300 N. State Street, Room 907, Chicago, Illinois 60610.

SECTION 8. This ordinance shall be in force and effect from and after its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Simon, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

### Authority Granted for Installations of Water Mains at Sundry Locations.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

*Ordered,* That the Commissioner of Water and Sewers is hereby authorized to lay water mains in the following street:

S. Ewing Avenue (15′ EWL) from 125′ NNL E. 116th Street to N.L.E. 116th Street—at an estimated cost of $3,373.79

and charge same to the Revolving Fund—Deposit No. 45567—$3,375.00; and

*Be It Further Ordered,* That the Commissioner of Water and Sewers is hereby authorized to lay water mains in the following street:

W. 53rd Street (21′ SNL) from 25′ EWL S. Kildare Avenue to 83′ WWL S. Kildare Avenue at an estimated cost of $2,800.00 and charge same to the Revolving Fund—Deposit No. 45545

W. 53rd Street (21′ SNL) from 83′ WWL S. Kildare Avenue 23′ EWL S. Kolin Avenue, at an estimated cost of $3,898.83, and charge same to Account 290.8270 (7940). 553—Circulation;

and

*Be It Further Ordered,* That the Commissioner of Water and Sewers is hereby authorized to lay water mains in the following street:

S. Racine Avenue (15′ WEL) from 43′ NSL W. 95th Place to 132′ SSL W. 95th Place, at an estimated cost of $2,655.17

and charge same to Account 290-8270(7940).559—Miscellaneous Construction.

**On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:**

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Simon, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

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### Authority Granted for Water Supply Contract with Village of Summit, Illinois.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, to authorize contract with the Village of Summit, Illinois for a water supply contract.

On motion of Alderman Keane the said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Simon, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—43.

***Nays*—None.**

**The following is said ordinance as passed:**

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Water and Sewers is hereby authorized and directed to execute on behalf of the City of Chicago, and the City Clerk to attest, upon approval of the Corporation Counsel, as to form and legality, a water supply contract between the City of Chicago and the Village of Summit, said water supply contract to be substantially in form as follows:

WATER SUPPLY CONTRACT BETWEEN CITY OF CHICAGO AND VILLAGE OF SUMMIT, ILLINOIS

This Agreement made and entered into this ...................... day of ........................ A.D. 19........ and executed in quintuplicate originals (each executed copy constituting an original) by and between the City of Chicago, a Municipal Corporation organized and existing under and by virtue of the laws of the State of Illinois, party of the first part, hereinafter referred to as the "City" and the Village of Summit, a Municipal Corporation in Cook County, Illinois located within the Metropolitan Sanitary District of Greater Chicago, party of second part, hereinafter referred to as the "Village".

WITNESSETH:

Whereas, the City of Chicago and the Village of Summit entered into a ten (10) year agreement on the 3rd day of August A.D. 1953 for the furnishing from the City's water mains at the City limits a supply of water not to exceed an annual average of 1,500,000 gallons per day, but not to exceed 2,000,000 gallons in any one day of the year, through metered connections authorized by the Commissioner of Water and Sewers of the City at S. Harlem Avenue and W. 59th Street, and for emergency use only at S. Harlem Avenue and W. Archer Avenue and S. Harlem Avenue and W. 63rd Street, to be used by the Village in supplying water to consumers located within the territorial limits of the Village; and

Whereas, the Village of Summit has by its corporate authorities made application to the corporate authorities of the City of Chicago for renewal of the water supply contract; and

Whereas, the City of Chicago is willing to renew the water supply contract.

Now, Therefore, in consideration of the mutual covenants and agreements hereinafter contained, the parties agree with each other as follows:

*Service to be Furnished*

(1) The City agrees to furnish and the Village agrees to purchase and take from the City's water mains at the City limits, under and in accordance with the terms hereof, a supply of water as set forth in Section 2 of this contract through metered connections authorized by the Commissioner of Water and Sewers of the City at S. Harlem Avenue and W. 59th Street and two, which are to be kept closed and sealed and opened only for emergency use, at S. Harlem Avenue and W. Archer Avenue and S. Harlem Avenue and W. 63rd Street to be used by the Village in supplying consumers within the corporate limits of the Village.

*Quantity*

(2) The supply of water to be furnished hereunder by the City during the period of this contract shall be as follows:

For consumers within the corporate limits of the Village.

| | *Not to Exceed in Gallons Per Day* | |
|---|---|---|
| *Year* | *Annual Average* | *Maximum Day* |
| 1969 | 1,360,000 | 2,180,000 |
| 1970 | 1,360,000 | 2,180,000 |
| 1971 | 1,360,000 | 2,180,000 |
| 1972 | 1,370,000 | 2,190,000 |
| 1973 | 1,370,000 | 2,190,000 |
| 1974 | 1,370,000 | 2,190,000 |
| 1975 | 1,370,000 | 2,190,000 |
| 1976 | 1,380,000 | 2,210,000 |
| 1977 | 1,380,000 | 2,210,000 |
| 1978 | 1,380,000 | 2,210,000 |

(3) The Village agrees to install a flow control system at its meter vault on the existing connection to the City's water mains at S. Harlem Avenue and W. 59th Street in order to regulate the flow as herein provided.

*Rate and Discounts*

(4) The Village shall pay to the City all charges for water furnished hereunder to supply consumers within the corporate limits of the Village, when due, at the rate fixed by the ordinance of the City of Chicago, now in force and effect or which may hereafter be amended for water furnished through meters in like large quantities to consumers within the corporate limits of the City.

(5) The Village shall pay to the City all charges for water furnished hereunder to supply consumers located outside the corporate limits of the Village, when due, at the rate of fifty per cent (50%) higher than the metered rate per thousand cubic feet of water fixed by the ordinance of the City

of Chicago now in force and effect, or which may hereafter be amended for water furnished through meters in like large quantities to consumers within the corporate limits of the City.

(6) The Village shall be entitled to the same discount or benefit allowed to metered consumers of the City, as provided by the ordinances of the City now in force and effect, or which may hereinafter be amended, if the Village pays its water bills within the time prescribed by ordinance.

(7) The City reserves the right at any time during the term of this contract to classify water consumers and to fix rates for each class of consumer; also to fix rates for water furnished to the Village, and other municipalities and persons or other water users for consumption outside the corporate limits of the City, higher than the rates fixed for water furnished to consumers of the same class for consumption within the corporate limits of the City, subject to such limitations as are then applicable by law.

*Period of Contract*

(8) This contract shall be in force and continue in effect for a period not longer than ten years from the date hereof unless sooner terminated as herein provided.

*Meters and Meter Equipment*

(9) The Village, at its own cost and expense, shall provide and install the meter vaults, the meters and meter equipment measuring and controlling the said supply of water, which vaults, meters and meter equipment shall be of such type, size and design as shall be satisfactory to and approved by the Commissioner of Water and Sewers of the City and shall be located in or near the City limits at a location to be approved by said Commissioner of Water and Sewers. The control valves shall be located within the City and such meters, meter equipment, meter vaults and valves shall at all times be under the control of the City, but the full and complete maintenance and protection of such meters, meter equipment and meter vaults shall be the obligation of the Village.

(10) The properly authorized officers, agents and representatives of the City shall at all times have free access to the meter or meters and all other facilities herein provided for, for the purpose of shutting off the water for failure to pay the water rates or charges in this agreement provided to be paid by the Village and for the purpose of reading the registrations of said meter or meters, and to examine, shut off and test the same to ascertain whether or not they are in good condition and repair and to make such repairs upon the same as may be necessary, the expense of any and all necessary repairs to be borne by the Village.

(11) If at any time the said meter or meters shall fail to register correctly the quantity of water furnished and taken hereunder, or shall fail to register the flow of water through said meter or meters, the unregistered, under-registered or over-registered amount of water furnished and taken shall be determined by taking an average of the twelve (12) preceding readings of such meter or meters exclusive of deficient or excessive readings. Where said meter or meters have been installed for a period of less than one (1) year, or where less than twelve (12) competent readings exist, such average or estimate may be based upon a lesser number than twelve (12) readings taken preceding or subsequent to such incorrect or stopped registrations. In both instances, the Commissioner of Water and Sewers of the City shall determine which are excessive or which are deficient readings and shall also determine the number of months upon which such estimate is to be based.

*Terms and Conditions of Service:*

(12) The Village at its own cost and expense, shall provide, make and keep in repair all feeder mains, connections, meter vaults, receiving tank or tanks, booster or other pumps and slow-acting valves, or other appliances deemed necessary by the Commissioner of Water and Sewers of the City at the points of connection herein designated. If at any time the meter or meters or meter housing, which are also to be provided by the Village, shall prove unsatisfactory to said Commissioner of Water and Sewers, or be out of repair, they shall be replaced or repaired by the City, and the cost and expense of such replacements or repairs shall be charged to and paid by the Village.

(13) The Village shall provide, install, maintain and operate at its own cost and expense and at such locations as shall be designated by the Commissioner of Water and Sewers of the City, the following:

> A shut-off gate or gates, reservoir or reservoirs of sufficient capacity to store not less than the maximum day's supply of water; receiving tank or tanks, booster or other pumps, slow-acting valves and such other appliances or devices as may be required by said Commissioner of Water and Sewers for the purpose of increasing, decreasing, and otherwise, controlling the water supply furnished and taken hereunder, said equipment and appliances to be of such type, size and design as shall be satisfactory to and approved by said Commissioner of Water and Sewers, and the entire installation thereof shall be under the direction of and performed in a manner satisfactory to and approved by said Commissioner of Water and Sewers. The Village agrees to maintain and operate said reservoir or reservoirs of such capacity that water will be drawn from the City's mains at a substantial uniform rate of flow, as hereinafter provided during the period of this contract.

(14) The water supply furnished and taken hereunder shall be drawn by the Village at a substantial uniform rate of flow throughout twenty-four (24) hours of each day of the year.

It is hereby agreed that the Commissioner of Water and Sewers of the City and his authorized representatives shall have access to and the right to adjust and control valves and meters in order to limit the flow of water as herein provided and for the purpose of meeting any and all emergencies and necessitous requirements.

(15) The Village agrees to comply with any and all sanitary regulations of the City and the present and future rules, regulations and instructions of the Department of Water and Sewers of the City applicable to cross-connections and dual water supplies as are in force in the Chicago Water System. The Village further agrees that the duly authorized engineers and inspectors of the City, in collaboration with the representatives of the Village shall be allowed to make inspections and require tests for tightness of the piping of the water works installations, and of all plants or other buildings of water users within the territorial limits of the Village and the Village further agrees to make such changes in its piping and to eliminate such cross-connections or other connections as in the judgment of the Commissioner of Water and Sewers of the City are necessary. The failure, neglect or refusal on the part of the Village to make promptly

and properly such changes in its piping, to maintain tightness or to eliminate undesirable connections upon notice in writing so to do from said Commissioner of Water and Sewers, shall furnish sufficient grounds for the City to shut off the water and discontinue the service hereunder until changes and corrections in said piping or connections required by the City are made by the Village.

(16) The Village agrees to prevent excessive use and waste of water.

(17) The Village agrees to appropriate annually sufficient money or so much thereof, as may be necessary, to provide sufficient funds for the payment of the water furnished by the City hereunder. The Village further agrees that it will at all times charge its water consumers sufficient rates in order to provide adequate funds for the payment of water furnished it by the City.

(18) It is further agreed that the City may either in law or equity, by suit, mandamus or other proceedings, enforce or compel performance of any and all covenants herein contained.

(19) In order to safeguard its water supply received hereunder and the City's water supply, the Village hereby agrees to maintain a safe water supply throughout its system and to provide, maintain and operate at all times during the period of this contract, chlorinating equipment or other equally effective health protecting process equipment of such kind and capacity that a proper chlorine residual or similarly effective result may be carried throughout its water supply system. All proposed water works improvements, which must be approved by the Commissioner of Water and Sewers of the City, shall be disinfected in accordance with the requirements of the Department of Water and Sewers of the City; said water works improvements shall not be placed into service until approved as to sanitary quality.

(20) The City may adopt any protective or health measures it deems advisable or desirable for the benefit of its water consumers, such as the fluoridation of its water, in any manner that the Commissioner of Water and Sewers of the City shall see fit.

(21) The Village agrees to notify the Commissioner of Water and Sewers of the City as promptly as possible of all emergency and other conditions which may directly or indirectly affect the quality of the water received hereunder and the City's water supply and further agrees that the duly authorized Engineers and Inspectors of the City shall be allowed to make inspections and required tests of the quality of the water supply as received hereunder, as well as the quality of the water within the Village distribution system.

(22) The Village agrees not to resell or permit any water furnished hereunder to be used to supply any other municipality or any consumer of water located or residing outside the corporate limits of the Village, except if and when it should be specifically authorized so to do by the City Council of the City.

(23) The Village agrees to use City water exclusively during the period of this contract.

(24) The Village further agrees not to sell, lease or give any interest in or right or privilege to utilize its water supply main or mains to any other municipality or any consumer of water whose premises are located outside the corporate limits of the Village, and further agrees not to permit any connection to be made to its water supply main or mains, except to supply consumers within the corporate limits of the Village without first securing the consent in writing of the City Council of the City so to do.

(25) At the end of each calendar year during the term of this contract and not later than March 31st of each year, the Village agrees to submit to the Commissioner of Water and Sewers of the City a report in writing showing in cubic feet or gallons the amount of water furnished the Village and the amount in quantity and charges billed by it to consumers during the preceding year and to furnish such other information regarding billing, collections and delinquencies as may be requested from time to time by said Commissioner of Water and Sewers.

(26) At the end of each billing period, but at least quarterly, the Village agrees to submit to the Commissioner of Water and Sewers of the City a complete list of all water consumers of the Village located or residing outside its corporate limits, showing name, location, character of occupancy, amount of water in cubic feet of gallons furnished, charges billed and payment to the City of Chicago at the higher rate.

(27) To secure prompt payment of the water bills, the City shall have the right at any time to require the Village to pay in advance a sum of money estimated by the Commissioner of Water and Sewers of the City to be equal to the cost of water required by the Village, for a period of ninety (90) days at the then prevailing metered rate, which said advance payment the Village hereby agrees to make upon demand.

(28) The City shall not be responsible in damages for any failure to supply water or for interruption of the water furnished hereunder. The Village agrees to save and keep harmless the City from all damage to real and personal property occasioned or caused by the making of the water connection or connections herein referred to or caused by the furnishing of water hereunder, and shall also keep and save harmless the City from all damage of any kind, nature and description which may arise as the result of the making of this agreement.

(29) The City reserves the right to its Commissioner of Water and Sewers to decide all questions arising as to the proper performance of this contract.

(30) In furtherance and not in limitation of this contract, it is mutually agreed that all rights of the City and the Village under the water supply contract No. 16798 dated August 3, 1953 by and between the City of Chicago and the Village of Summit and all rights of either party arising from the delivery of water prior to the date of the execution of this agreement are extinguished, except for the express reservation of the right of the City to obtain for, or to enforce collection of any unpaid water charges accruing prior to the date of execution of this agreement.

(31) If the Village shall refuse, neglect or fail to pay promptly the water bills rendered for the water supplied it hereunder within the time or times prescribed by the Ordinances of the City, or if the Village shall fail to comply with or perform any of the conditions or obligations on their part to be complied with or to be performed hereunder, and if after such failure the City shall deliver at the Village Hall of the Village addressed to the President and Board of Trustees of the Village a notice in writing of its intention to shut off the supply of water on account of such failure, refusal or neglect, then the City shall have the right to shut off the supply at the expiration of five (5)

days after the giving of such notice, and to terminate this contract unless within such five (5) days the Village shall make good such failure. The shutting off of the supply of water for any such cause shall not release the Village from its obligation to make payments of any amount or amounts due or to become due in accordance with the terms hereof.

(32) No assignment or transfer of this agreement shall be made by the Village.

(33) The Village hereby waives any defenses it may have by virtue of any governmental function it exercises in any action brought at law or equity under the terms of this contract.

(34) No officer, official or agent of the City has the power to amend, modify or alter this agreement or waive any of its conditions or to bind the City by making any promise or representation not contained herein.

(35) This agreement is subject to cancellation by the City of Chicago in the event the Supreme Court of the United States of America or any other court of competent jurisdiction decrees that the City has no right to contract for, sell, disperse, distribute or limits the amount of water the City may use for domestic pumpage or otherwise places a burden on the City in connection with the withdrawal of water from Lake Michigan, or otherwise dispose of water from Lake Michigan, to any municipality or user residing outside of the limits of the City of Chicago.

(36) The authority of the officials of the City to execute this agreement is evidenced by the authority of the City Council of the City of Chicago given on the ........................ day of ........................ A.D. 19......, and published in the Journal of Proceedings of the City Council for said date on pages ............................ thereof.

(37) The authority of the officials of the Village of Summit, Illinois to execute this agreement is evidenced by the resolution passed by the President and Board of Trustees of the Village of Summit, Illinois at a regular meeting of said President and Board of Trustees duly held on the ........................ day of ........................ A.D. 19.......

(38) In Witness Whereof, the City of Chicago has caused this agreement to be signed in quintuple originals (each signed copy constituting an original) by its Commissioner of Water and Sewers, counter-signed by its Comptroller, approved by its Mayor, and its corporate seal to be hereto affixed and duly attested by its Clerk, and the Village of Summit has caused the same to be signed in quintuple originals (each signed copy constituting an original) by its President of the Board and Trustees and its corporate seal to be hereto affixed, duly attested by its Clerk on the day and year first above written.

[Signature forms omitted]

SECTION 2. This ordinance shall be effective from and after the date of its passage.

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### Authority Granted for Payments for Hospital, Medical and Nursing Services Rendered Certain Injured Members of Fire and Police Depts.

The Committee on Finance submitted a report recommending that the City Council pass a proposed order transmitted therewith, to authorize payments of hospital, medical and nursing services rendered to certain injured members of the Fire and Police Departments.

On motion of Alderman Keane the said proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Simon, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

The following is said order as passed:

*Ordered,* That the City Comptroller is authorized and directed to issue vouchers, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department herein named, provided such members of the Police Department shall enter into an agreement in writing with the City of Chicago to the effect that, should it appear that any of said members of the Police Department have received any sum of money from the party whose negligence caused such injury, or have instituted proceedings against such party for the recovery of damage on account of such injury or medical expense, then in that event the City shall be reimbursed by such member of the Police Department out of any sum that such member of the Police Department has received or may hereafter receive from such third party on account of such injury or medical expense, not to exceed the amount that the City may, or shall, have paid on account of such medical expense, in accordance with Opinion No. 1422 of the Corporation Counsel of said City, dated March 19, 1926. The payment of any of these bills shall not be construed as an approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of such claims, as allowed, is set opposite the names of the injured members of the Police Department, and vouchers are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937:

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|---|---|
| Allan D. Adams, 001866, Traffic Division; injured February 15, 1969...........$ | 56.15 |
| Anthony M. Bernichio, 044570, District 7; injured March 8, 1969............ | 15.00 |
| James H. Boccio, 056304, District 19; injured April 5, 1969................ | 40.40 |
| James L. Cascarano, 112253, District 11; injured February 3, 1969............ | 10.00 |
| August A. Caskey, 114035, District 18; injured December 22, 1968........... | 10.00 |
| Joseph S. Catalano, Jr., 115172, Bureau of Inspectional Services; injured February 13, 1969 .................... | 20.00 |
| Thomas E. Collins, 137310, Task Force; injured March 25, 1969.............. | 31.00 |
| Angelo T. Dangles, 169820, District 1; injured November 25, 1968.......... | 136.50 |
| James L. Dukes, 210105, District 21; injured April 1, 1969 ................ | 12.50 |
| Edward J. Dvorak, 214124, District 5; injured January 24, 1969............ | 24.00 |
| Frank J. Fagiano, 229330, District 18; injured March 3, 1969............... | 37.00 |
| Anthony J. Ficaro, 238009, District 8; injured February 21, 1969........... | 49.00 |

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|---|---|
| Michael Halko, 314249, District 8; injured February 9, 1969 | $ 23.00 |
| Lloyd J. Harriss, 325649, Task Force; injured March 4, 1969 | 27.15 |
| Rudolph A. Jezek, 381685, District 1; injured February 25, 1969 | 27.00 |
| Ivan J. Jovanovich, 392909, District 4; injured March 8, 1969 | 53.00 |
| Robert L. Klunk, 426328, District 2; injured March 3, 1969 | 12.50 |
| Allan E. Kohl, 429364, District 13; injured January 11, 1969 | 40.00 |
| John J. Maier, 492384, Traffic Division; injured March 10, 1969 | 440.80 |
| Frank J. Marek, 500572, Traffic Division; injured March 10, 1969 | 86.00 |
| Thomas P. McDonough, 525423, District 18; injured October 7, 1968 | 82.50 |
| Ralph McKay, 534135, District 7; injured November 14, 1968 | 55.75 |
| William Michael McTighe, 542041, District 21; injured February 5, 1969 | 27.50 |
| James E. Minogue, 557003, District 3; injured March 4, 1969 | 30.00 |
| Michael B. Moore, 564909, Traffic Division; injured September 10, 1968 | 20.00 |
| Richard G. Owcarz, 624996, District 11; injured March 20, 1969 | 10.00 |
| Gregory J. Pacer, 625813, District 1; injured March 9, 1969 | 77.50 |
| Michael A. Pizza, 651912, District 17; injured January 23, 1969 | 42.00 |
| Richard E. Portis, 657623, District 3; injured January 21, 1969 | 12.50 |
| Ronald E. Prueser, 664803, District 11; injured January 5, 1969 | 14.60 |
| Samuel R. Rannochio, 673945, District 12; injured December 14, 1968 | 287.95 |
| Wayne A. Rochotte, 694301, District 20; injured January 14, 1968 | 20.00 |
| Arthur E. Schoen, 728010, Bureau of Inspectional Services; injured January 20, 1969 | 52.50 |
| Larry B. Spain, 768586, District 14; injured March 31, 1969 | 44.00 |
| Edward C. Swatik, 793310, District 19; injured April 5, 1969 | 35.00 |
| Gene E. Taylor, 801230, District 7; injured January 28, 1969 | 10.00 |
| Richard M. Ursitti, 826570, District 11; injured February 6, 1969 | 612.15 |
| Anthony Vicari, 833152, District 10; injured January 1, 1969 | 25.00 |
| Edward W. Walliser, 841547, Detective Division; injured February 3, 1969 | 52.00 |
| William G. Washlow, 849395, District 3; injured January 22, 1969 | 16.50 |
| James H. Webb, 852098, District 12; injured March 5, 1969 | 10.00 |
| Robert White, 861784, District 1; injured March 5, 1969 | 46.00 |
| Isaac Williams, 867702, District 5; injured January 30, 1969 | 32.00 |
| James R. Woods, 880279, District 3; injured February 24, 1969 | 25.00 |
| John J. Wotring, 581548, District 16; injured February 26, 1967 | 46.00 |
| Troy L. Yates, 885097, District 4; injured January 21, 1969 | 30.50 |
| Michael A. Zingarelli, 893084, District 10; injured February 1, 1969 | $ 45.00 |
| Charles F. Dziak, 215586, District 13; injured March 29, 1969 | 28.00 |
| Hugh R. Farmer, 232415, District 8; injured April 12, 1969 | 53.00 |
| James A. Gage, 264280, District 12; injured March 28, 1969 | 28.25 |
| Dennis M. Gneda, 287143, District 2; injured February 7, 1969 | 12.00 |
| Alphonzo R. Heins, 336628, District 5; injured December 15, 1968 | 146.00 |
| Norbert H. Holzinger, 354303, District 20; injured January 1, 1969 | 586.50 |
| David T. Hoppe, 355344, District 11; injured January 29, 1969 | 662.25 |
| Edward S. Kaleta, 396517, District 11; injured January 29, 1969 | 20.00 |
| William J. Karris, 401506, Traffic Division; injured April 7, 1969 | 158.50 |
| Edward R. Kazupski, 403972, District 11; injured March 25, 1969 | 52.50 |
| Donald Kelley, 407583, District 14; injured January 22, 1969 | 192.40 |
| William F. Lacy, 448592, District 2; injured February 28, 1968 | 85.00 |
| Gerald M. Lewandowski, 466700, Detective Division; injured April 11, 1969 | 95.00 |
| Paul D. Lewis, 467735, District 13; injured February 21, 1969 | 13.00 |
| Terry J. McMahon, 538085, District 1; injured March 26, 1969 | 42.75 |
| Anthony R. Priola, 663527, District 13; injured February 23, 1969 | 40.00 |
| Peter Santoro, 718290, District 1; injured March 26, 1969 | 59.00 |
| Richard E. Spinell, 770730, District 13; injured April 13, 1969 | 58.00 |
| Louis A. Struck, 785668, Bureau of Inspectional Services; injured April 2, 1969 | 53.00 |
| Thaddeus Z. Szewczyk, 796312, District 1; injured February 25, 1969 | 71.00 |
| Clarence H. Travis, 817901, District 2; injured March 3, 1969 | 12.50 |
| Ralph Varchetto, 830530, Traffic Division; injured February 19, 1968 | 15.00; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to issue vouchers, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Fire and the Police Departments herein named. The payment of any of these bills shall not be construed as an approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of said claims is set opposite the names of the injured members of the Fire and the Police Departments, and vouchers are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937:

| | |
|---|---|
| Robert E. Wesche, 857647, Traffic Division; injured March 8, 1969 | $ 13.00 |
| Alan J. Athinakis, 018815, District 18; injured April 5, 1969 | 62.50 |
| John R. Baio, 022865, District 8; injured January 29, 1969 | 38.50 |

| | |
|---|---|
| John M. Bell, 038390, District 7; injured March 25, 1969 | $ 35.00 |
| Charles J. Berglund, 043065, District 6; injured April 13, 1969 | 13.00 |
| Robert B. Bowman, 064860, District 2; injured March 20, 1969 | 87.00 |
| Michael E. Bradley, 067649, Police Training Division; injured February 7, 1969 | 18.10 |
| Phillip J. Brisky, 074583, District 10; injured January 19, 1969 | 26.75 |
| Robert P. Brown, 080879, District 3; injured April 14, 1969 | 31.00 |
| Thomas M. Dempsey, 183959, District 19; injured March 23, 1969 | 15.00 |
| Albert P. Drink, Jr., 205750, District 11; injured March 7, 1969 | 37.50 |
| Terrence T. Fahey, 229873, Bureau of Inspectional Services; injured January 11, 1969 | 27.00 |
| Charles V. Gentile, 276399, District 11; injured March 18, 1969 | 20.00 |
| Joseph F. Hallihan, 315261, District 18; injured April 15, 1969 | 46.75 |
| James F. Harte, 326152, District 16; injured December 12, 1968 | 13.50 |
| Robert S. Holmes, 353349, District 13; injured December 15, 1968 | 13.00 |
| William Hudson, 361839, District 3; injured August 15, 1968 | 159.00 |
| Walter J. Janas, 376188, District 15; injured March 24, 1969 | 526.90 |
| Randall C. Kalemba, 396511, District 11; injured February 25, 1969 | 1,635.35 |
| Eugene S. Karczewski, 400548, Task Force; injured April 6, 1969 | 15.00 |
| Bobbie J. Kimble, 418738, District 18; injured April 5, 1969 | 51.75 |
| Frank J. Kinnally, 421153, District 5; injured January 8, 1969 | 1,398.30 |
| Edward R. Kodatt, 428536, District 2; injured October 7, 1968 | 25.00 |
| Thomas A. Kopiczko, 043120, District 17; injured March 30, 1969 | 26.00 |
| Thomas P. Lavin, 456527, District 8; injured April 3, 1969 | 18.00 |
| Donald R. Lohse, 475157, District 14; injured April 19, 1969 | 27.00 |
| Michael J. Masterson, 509887, District 21; injured April 6, 1969 | 13.55 |
| William W. Mazurek, 514142, District 12; injured March 12, 1968 | 8.70 |
| Edward C. McCann, 516925, District 9; injured April 7, 1969 | 28.50 |
| Louis Monaco, 561798, Bureau of Inspectional Services; injured March 15, 1969 | 19.00 |
| Thomas L. Naughton, 586914, Bureau of Inspectional Services; injured April 3, 1969 | 10.00 |
| Fredrick Nickle, Jr., 564032, District 11; injured March 18, 1969 | 20.00 |
| John J. O'Connell, 605923, Task Force; injured March 10, 1969 | 13.00 |
| Francis M. O'Grady, 610869, District 11; injured March 22, 1969 | 20.00 |
| John C. Outlaw, 624933, District 6; injured April 7, 1969 | 23.50 |
| Thomas C. O'Halleran, 611270, Task Force; injured June 1, 1968 | 388.50 |
| Joseph S. Parisi, 631230, District 20; injured April 18, 1969 | $ 10.00 |
| Richard D. Rinkenberger, 688732, District 11; injured March 2, 1969 | 10.00 |
| Adam F. Romanoski, 697889, District 14; injured April 9, 1969 | 12.00 |
| Edward Ryan, 709378, District 3; injured April 18, 1969 | 30.00 |
| Richard J. Smith, 761783, District 12; injured March 9, 1969 | 7.70 |
| John R. Stoffey, 782040, District 10; injured February 22, 1969 | 11.25 |
| William C. Tobin, 811958, District 20; injured August 22, 1968 | 12.75 |
| Robert E. Walsh, 844156, Youth Division; injured April 14, 1969 | 15.25 |
| Fred C. Willis, 870874, District 11; injured January 11, 1969 | 42.50 |
| Kenneth W. Zervas, 891009, District 11; injured March 22, 1969 | 12.00 |
| Vincent T. Zielinski, 892019, Task Force; injured April 25, 1969 | 16.50 |
| Richard Allen, 008384, District 10; injured April 13, 1969 | 30.00 |
| Randall Bassie, 032603, District 19; injured May 4, 1969 | 10.00 |
| Don L. Brooks, 076458, District 7; injured April 26, 1969 | 86.00 |
| John D. Burke, 088815, Task Force; injured April 23, 1969 | 19.00 |
| Charles E. Burns, 090539, District 4; injured April 26, 1969 | 15.00 |
| Natale R. Cale, 098762, District 18; injured May 4, 1969 | 53.15 |
| Robert B. Campbell, 101752, District 10; injured April 15, 1969 | 20.00 |
| Alphonso Carter, 111067, District 10; injured April 1, 1969 | 10.00 |
| Joseph F. Chevalier, 120871, District 2; injured March 14, 1969 | 13.50 |
| Arthur Ciechanowski, 124682, District 4; injured April 14, 1969 | 123.75 |
| James P. Clark, 127374, District 18; injured April 15, 1969 | 21.50 |
| Hector R. Cisner, 125967, District 19; injured April 2, 1969 | 13.00 |
| Thomas S. Clinton, 130536, Task Force; injured September 28, 1968 | 12.00 |
| John M. Connolly, 141335, District 15; injured April 25, 1969 | 28.00 |
| Ralph F. Consago, 143336, Traffic Division; injured March 13, 1969 | 5.00 |
| James J. Creighton, 155664, District 5; injured March 21, 1969 | 12.00 |
| Patrick J. Crowley, 158500, Task Force; injured January 21, 1969 | 52.75 |
| Louis Cullotta, 160506, District 20; injured May 4, 1969 | 38.50 |
| Fred D. Davis, 172868, District 5; injured April 9, 1969 | 23.00 |
| James Days, 175444, District 21; injured April 29, 1969 | 47.50 |
| Jack DeBonnett, 175785, Traffic Division; injured May 5, 1969 | 31.75 |
| Donald Deopere, 184816, Task Force; injured April 25, 1969 | 33.50 |
| Charles L. Dickerson, 189474, District 7; injured May 3, 1969 | 16.00 |

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|---|---|
| Randolph C. Dillon, 191256, District 10; injured December 13, 1968 | $ 6.00 |
| James R. Dolan, 194787, Vice Control Division; injured March 11, 1969 | 7.00 |
| Eugene F. Dorneker, 200548, Bureau of Inspectional Services; injured March 27, 1969 | 37.00 |
| Thomas N. Dorsey, 200780, District 10; injured April 8, 1969 | 11.25 |
| James R. Egan, 219035, District 3; injured May 5, 1969 | 12.50 |
| Richard B. Ehrmann, 219865, District 5; injured March 21, 1969 | 14.00 |
| Milton L. Eure, 227113, District 9; injured March 23, 1969 | 13.00 |
| Louis J. Ferraro, 237196, District 14; injured April 19, 1969 | 12.00 |
| Lawrence S. Forberg, 252517, District 8; injured May 12, 1969 | 18.00 |
| James H. Fraghia, 256554, District 18; injured April 18, 1969 | 36.00 |
| Daniel Gaffney, 264120, District 11; injured April 20, 1969 | 103.60 |
| Lionel Gordon, 292271, District 3; injured April 25, 1969 | 15.00 |
| Salvatore J. Guffrea, 308895, District 13; injured April 26, 1969 | 70.25 |
| James E. Heslin, 341975, District 11; injured April 3, 1969 | 22.00 |
| Lawrence G. Hill, 345813, District 7; injured April 16, 1969 | 16.00 |
| John Hoeger, 349324, District 19; injured March 15, 1969 | 14.10 |
| Lambros Koumoundouros, 434516, District 15; injured May 8, 1969 | 51.40 |
| Francis J. Lahey, 449098, District 1; injured May 6, 1969 | 31.00 |
| Jerry Lawrence, 457344, District 19; injured May 4, 1969 | 20.00 |
| Robert W. Logay, 475002, Task Force; injured April 22, 1969 | 25.00 |
| James A. Loughnane, 477882, District 4; injured April 19, 1969 | 18.00 |
| Donald Malkowski, 494408, District 4; injured April 14, 1969 | 98.70 |
| Frank J. Master, 509833, District 1; injured May 6, 1969 | 10.00 |
| Joseph E. McMahon, 537752, District 1; injured May 7, 1969 | 10.00 |
| Thaddeus J. Melko, 544788, District 3; injured April 28, 1969 | 31.50 |
| Robert F. LaVigne, 447833, District 21; injured February 14, 1969 | 64.50 |
| Thomas C. Minnick, 556912, Task Force; injured April 22, 1969 | 41.50 |
| Anthony D. Norka, 598391, District 4; injured April 14, 1969 | 15.00 |
| Daniel R. O'Connor, 606849, District 11; injured April 4, 1969 | 45.00 |
| Kevin B. O'Malley, 613755, District 1; injured May 6, 1969 | 10.00 |
| Daniel P. O'Sullivan, 617470, District 3; injured May 10, 1969 | 26.50 |
| Dennis V. Prieto, 663317, Task Force; injured March 26, 1969 | 10.00 |
| Ralph Raspopovich, 674866, District 4; injured April 14, 1969 | 28.50 |
| William J. Reidy, 680282, Task Force; injured May 13, 1969 | 10.00 |
| Harold J. Scanlon, 721349, District 4; injured April 18, 1969 | $ 27.00 |
| Terrance W. Senese, 737259, District 7; injured April 25, 1969 | 31.00 |
| Michael J. Shanahan, 739861, District 5; injured April 17, 1969 | 36.00 |
| John W. Sieser, 736575, District 15; injured April 19, 1969 | 28.00 |
| C. L. Thomas, 805474, District 3; injured May 8, 1969 | 26.00 |
| Frank Triplett, 818871, District 5; injured March 29, 1969 | 32.00 |
| William T. Wagner, 838414, District 5; injured April 12, 1969 | 42.00 |
| George C. Weber, 852558, Task Force; injured March 1, 1969 | 12.00 |
| Martin L. Zakes, 888009, District 10; injured March 28, 1969 | 30.00 |
| Mike Zakoiah, 880030, District 18; injured May 4, 1969 | 56.05 |
| Michael J. Zec, 889896, District 21; injured April 21, 1969 | 25.00 |
| Francis P. Bandes, Firefighter, Hook and Ladder Co. 49; injured February 15, 1969 | 11.85 |
| Michael L. Bunyon, Firefighter, Hook and Ladder Co. 28; injured March 29, 1969 | 24.00 |
| Julius K. Cowan, Firefighter, Engine Co. 80; injured April 14, 1969 | 336.00 |
| Norman Doolan, Firefighter, Engine Co. 45; injured March 17, 1969 | 14.00 |
| Ronald L. Drist, Firefighter, Snorkel Squad 2; injured October 26, 1968 | 14.00 |
| Victor Falardeau, Lieutenant, Hook and Ladder Co. 49; injured February 15, 1969 | 10.00 |
| William S. Fedor, Lieutenant, Engine Co. 82; injured February 8, 1969 | 43.00 |
| Arnold Gacki, Firefighter, Hook and Ladder Co. 37; injured April 3, 1969 | 72.00 |
| Hugh P. Gibbons, Firefighter, Salvage Unit No. 3; injured February 5, 1969 | 10.00 |
| Donald Graham, Firefighter, Engine Co. 78; injured January 2, 1969 | 29.75 |
| Ronald V. Hawkins, Firefighter, Snorkel Squad 1; injured October 19, 1968 | 36.15 |
| Lawrence J. Hough, Firefighter, Engine Co. 47; injured March 10, 1969 | 356.55 |
| Theodore Ingram, Firefighter, Engine Co. 16; injured January 28, 1969 | 24.50 |
| Eugene Jedrzejak, Firefighter, Engine Co. 82; injured January 12, 1969 | 95.75 |
| Jerome Kehoe, Engineer, Snorkel Squad 2; injured December 24, 1968 | 15.00 |
| Edward J. Placzek, Firefighter, Hook and Ladder Co. 55, injured March 3, 1969 | 83.00 |
| Raymond J. Reidy, Firefighter, Hook and Ladder Co. 45, injured October 9, 1968 | 79.00 |
| Christopher Riley, Battalion Chief, Hook and Ladder Co. 21; injured February 1, 1969 | 75.75 |
| George R. Seef, Firefighter, Hook and Ladder Co. 50; injured March 3, 1969. | 152.50 |
| George Tenclinger, Engineer, Engine Co. 18; injured January 20, 1969 | 44.85 |
| Richard J. Walsh, Firefighter, Hook and Ladder Co. 25; injured December 31, 1968 | 86.00 |

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|---|---|
| John B. Windle, Captain, Snorkel Squad 1; injured July 6, 1968..............$ | 24.25 |
| Frank Barbaro, Firefighter, Snorkel Squad 2; injured January 26, 1969... | 42.50 |
| Damian Bodnar, Firefighter, Hook and Ladder Co. 26; injured October 16, 1968 ............................ | 227.00 |
| Frank J. Brady, Captain, Fire Prevention Bureau; injured May 20, 1969... | 75.00 |
| David H. Buikema, Lieutenant, Hook and Ladder Co. 51; injured February 20, 1969 ............................ | 15.00 |
| Robert G. Byrd, Firefighter, Hook and Ladder Co. 21; injured March 10, 1969 | 27.00 |
| Carmen Caputo, Lieutenant, Engine 8; injured April 6, 1969.............. | 12.85 |
| Julius J. Carry, Engineer, Engine Co. 19; injured July 29, 1968.............. | 10.00 |
| Clarence Collins, Firefighter, Engine Co. 95; injured December 3, 1968........ | 39.50 |
| Albert C. Counley, Firefighter, Engine Co. 104; injured October 31, 1968.... | 37.00 |
| Robert E. Coyle, Firefighter, Engine Co. 42; injured October 27, 1968......... | 16.00 |
| Ronald J. Dawczak, Firefighter, Hook and Ladder Co. 51; injured March 15, 1969 ............................ | 16.00 |
| Thomas Deneen, Battalion Chief, Battalion 16; injured January 25, 1969... | 125.00 |
| Donald V. Ehlert, Lieutenant, Snorkel Squad 1; injured March 4, 1969...... | 15.00 |
| Frank R. Fasco, Firefighter, Hook and Ladder Co. 38; injured February 24, 1969 ............................ | 21.00 |
| Andy J. Foges, Firefighter, Engine Co. 118; injured March 5, 1969.......... | 18.85 |
| Paul R. Gerhardt, Firefighter, Engine Co. 103; injured February 26, 1969... | 49.90 |
| Edward Glugla, Engineer, Engine Co. 26; injured March 21, 1967............ | 11.00 |
| Tommy F. Harrell, Lieutenant, Hook and Ladder Co. 41; injured January 24, 1969 ............................ | 20.30 |
| William J. Hayes, Firefighter, Engine Co. 8; injured March 7, 1969........... | 10.00 |
| John P. Hobert, Firefighter, Engine Co. 92; injured August 6, 1969.......... | 879.05 |
| Joseph Hulon, Firefighter, Engine Co. 16; injured September 24, 1968....... | 80.00 |
| Edward Hyland, Firefighter, Hook and Ladder Co. 51; injured February 26, 1968 ............................ | 16.00 |
| Edward M. Johnson, Firefighter, Hook and Ladder Co. 34; injured March 7, 1969 ............................ | 35.75 |
| Frank Jurczyk, Firefighter, Hook and Ladder Co. 60; injured March 5, 1969. | 18.00 |
| Donald Kelso, Fireghter, Hook and Ladder Co. 40; injured March 2, 1969.... | 15.40 |
| William G. Lambert, Battalion Chief, Battalion 31; injured March 15, 1969.. | 30.50 |
| James J. Leahy, Firefighter, Engine Co. 64; injured April 21, 1969.......... | 15.50 |
| Thomas Looney, Firefighter, Hook and Ladder Co. 20; injured February 17, 1969 ............................ | 37.00 |
| David Lozeau, Firefighter, Engine Co. 98; injured December 14, 1968....... | 10.00 |
| Lawrence Mahler, Firefighter, Engine Co. 83, injured January 10, 1969......... | 36.50 |
| Michael P. Mahoney, 1st Deputy, Chief Fire Marshal, Headquarters; injured December 30, 1968.................$ | 41.35 |
| John G. Manning, Firefighter, Hook and Ladder Co. 51; injured August 3, 1968 | 15.50 |
| Robert Maslow, Firefighter, Hook and Ladder Co. 2; injured January 19, 1959 | 60.45 |
| Robert M. McGee, Firefighter, Engine Co. 44; injured December 13, 1968....... | 36.00 |
| Lawrence D. McGinty, Firefighter, Hook and Ladder Co. 20; injured January 11, 1969 ......................... | 33.00 |
| Robert McKay, Firefighter, Snorkel Squad 3; injured August 23, 1967.......... | 35.00 |
| Lawrence McMahon, Lieutenant, Hook Ladder Co. 31; injured January 18, 1969 ............................ | 28.00 |
| John B. Murphy, Firefighter, Hook and Ladder Co. 48; injured July 25, 1969.. | 21.00 |
| Lawrence Myers, Firefighter, Hook and Ladder Co. 14; injured February 11, 1969 ............................ | 13.50 |
| James B. Neville, 2nd Deputy, Chief Fire Marshal, Headquarters; injured December 30, 1968.................... | 14.10 |
| William Nolan, Firefighter, Engine Co. 113; injured January 26, 1968........ | 32.50 |
| William O'Connell, Firefighter, Hook and Ladder Co. 28; injured December 7, 1968 ............................ | 386.70 |
| Michael J. O'Donnell, Firefighter, Snorkel Squad Co. 3; injured October 19, 1968 | 91.35 |
| John B. O'Hara, Lieutenant, Engine Co. 104; injured October 31, 1968........ | 37.00 |
| William Riemer, Firefighter, Engine Co. 43; injured June 25, 1968............ | 12.00 |
| Robert J. Romps, Firefighter, Engine Co. 110; injured October 21, 1966........ | 11.00 |
| Rudy J. Steigerwald, Firefighter, Hook and Ladder Co. 22; injured January 3, 1969 ............................ | 23.80 |
| Bernard Terry, Captain, Hook and Ladder Co. 22; injured March 20, 1969.... | 50.00 |
| John Zenner, Firefighter, Academy; injured November 25, 1968............ | 27.00 |
| Leo A. McAleer, Firefighter, Hook and Ladder Co. 44; injured January 1, 1969 | 65.00 |
| Leonard Ojer, Firefighter, Hook and Ladder Co. 18; injured January 16, 1969.. | 22.50. |

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### Authority Granted for Payments of Miscellaneous Refunds, Compensation for Property Damage, Etc.

The Committee on Finance submitted a report recommending that the City Council pass a proposed order transmitted therewith, to authorize payments of miscellaneous claims.

On motion of Alderman Keane the said proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Simon, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

The following is said order as passed:

*Ordered,* That the City Comptroller is authorized and directed to pay to the following-named persons the respective amounts set opposite their names, same being refund of fees paid for liquor and/or food license as indicated, and to charge the same to Account No. 100.9112.934:

| *Name and Address* | *License No.* | *Amount* |
|---|---|---|
| 7531 South Liquors Inc., c/o Mr. Sid Cohen, 7531 S. Vincennes Av. | 7434 | $465.00 |
| Ollies Food Mart, Inc., 832 W. 79th St. | 7343 | 465.00 |
| Herman Steve Clay, c/o Clay's Pharmacy, 1482-84 W. 115th St. | 6880 | 465.00 |
| Melkap Corporation, 6340 W. Irving Park Rd. | 7342 | 465.00 |
| Alger Vartkus, 1714 W. 46th St. | 259 | 410.00 |
| V & V Food Products, Inc., 2034 W. 18th St. | H-54467 | 30.00; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named persons the respective amounts set opposite their names, same to be in full settlement for personal injuries on the date and at the location indicated, and to charge the same to Account No. 100.9112.934:

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Mrs. Mary Amelio, 3140 S. Wells St. | 5-16-68—Jackson Blvd. in front of Federal Reserve Bank | $ 50.00 |
| Mrs. Cathleen Mahoney, 11013 S. Spaulding Av. | 9-24-68—N. Clark St. and W. Wacker Dr. | 19.95 |
| Marguerite M. Wetzel, 445 W. Wellington Av., Apt. 7H | 11-19-68—W. Adams and S. Clark Sts. | 70.00 |
| Mrs. Margaretha Brandl, Sr., 6323 W. Waveland Av. | 11-2-68—Congress Hotel on S. Michigan Av. | 74.35 |
| Mrs. Elizabeth Hegger, 4316 W. Kamerling Av. | 1-30-69—4216 W. Hirsch St. | 32.31 |
| Fred W. Fitting, 1627 N. Austin Av. | 3-2-69—1750 N. Cicero Av. | 93.70 |
| Mrs. Anton Ruppert, 1349 W. Greenleaf Av. | 12-68—1710 W. Lunt Av. | 112.72; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named person the amount set opposite his name, same being in full settlement for personal injury on the date indicated, and to charge same to Account No. 100.9112.934:

| *Name and Address* | *Date* | *Amount* |
|---|---|---|
| Hector Sanchez, 1026 W. Dakin St. | 3-28-69 | $25.00; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named persons the respective amounts set opposite their names, same being in full settlement for damage to property on the date and at the location indicated, and to charge same to Account No. 100.9112.934:

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Joseph Jackson, c/o General Realty & Building Co., 372 E. 71st St. | 2-21-69—1515 E. 71st Pl. | $50.00 |
| F. Quigley, 4458 S. Prairie Av. | 4-25-69—4458 S. Prairie Av. | 95.00; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named persons the respective amounts set opposite their names, same to be in full settlement for damage to property on the date and location indicated, and to charge same to Account No. 100.-9112.934:

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Eva Shure, 6341 N. Leavitt St. | 2-8-69—6341 N. Leavitt St. | $20.00 |
| Nicholas Keller, 5615 W. Grace St. | 2-21-69—5615 W. Grace St. | 25.00 |
| Chicago, Rock Island and Pacific R.R., (voucher to: B. W. Crume, Jr., Treasurer, C.R.I. & P. R.R. Co.) c/o L. H. Begin, Div. Special Agent, 745 S. LaSalle St. | 2-13-69—W. 105th St. and S. Vincennes Av. | 74.93; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named persons the respective amounts set opposite their names, same being in full settlement for damage to vehicles on the date indicated, and to charge same to Account No. 100.9112.934:

| *Name and Address* | *Date* | *Amount* |
|---|---|---|
| Stuart Bradshaw, 8349 S. Drexel Blvd. | 3-21-69 | $462.22 |
| Stephen Gabel, 3127 S. Shields Av. | 4-27-69 | 62.97 |
| Burl Campbell, 4522 S. Forrestville Av. | 4-23-69 | 129.00 |
| Thomas H. Nagel, 6947 S. Damen Av. | 5-8-69 | 100.00; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named persons the respective amounts set opposite their names, same to be in full settlement for damage to vehicles on the date and at the location indicated, and to charge the same to Account No. 100.9112.934:

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Ester C. Heard, 3402 W. Berteau Av. | 8-16-68—W. Montrose Av. between N. Keeler and N. Kedvale Aves. | $ 13.05 |
| Marilyn Aman, 5300 W. Roscoe St. | 12-30-67—4410 W. Addison St. | 65.00 |
| Terry Lloyd, 7010 S. Perry Av. | 11-15-68—W. 75th St. and S. Vincennes Av. | 56.97 |
| Mrs. Otto Hutchins, 7329 S. Peoria Av. | 12-20-68—W. 87th St. and S. Sangamon Av. | 100.00 |
| Harold Shaffer, 4555 W. Grand Av. | 1-13-59—5300 South on the Outer Drive | 35.00 |
| Allen Van Cranebrook, 2322 N. Commonwealth Av. | 8-17-68—E. Delaware Pl. near N. Michigan Av. | 60.00 |
| Charles R. Weinschenk, 3143 W. 118th St. | 12-22-68—11347 S. Kedzie Av. | 43.90 |
| Samuel J. Novello, 1525 W. Farwell Av. | 1-20-69—W. Touhy and N. Western Aves. | 37.00 |
| S. W. Zolkowski, 12345 S. Parnell Av. | 2-1-69—12327 S. Parnell Av. | 35.00 |
| Gary Freigo, 1441 W. Elmdale Av. | 3-14-69—1427 W. Elmdale Av. | 40.82 |
| Mary McComb, 1744 W. Albion Av. | 1-28-69—1700 block of W. Albion Av. | 85.00 |
| Frank Tucker, Allstate Ins., 9933 N. Lawler Av. Skokie, Ill. 60076 | 2-13-69—W. 59th St. and S. Ashland Av. | 160.50 |
| William M. Cohen, 9525 Gross Point Rd. Skokie, Ill. | 3-10-69—2805 W. Fullerton Av. | 103.00 |
| Checker Taxi Co., c/o Dinkes, Belgrade, Scoll and Dinkes, 309 W. Jackson Blvd. | 1-10-69—W. Fulton St. and N. Damen Av. | 48.69 |
| Russell W. Norstrom, 5157 W. Warwick Av. | 4-25-69—3939 N. Cicero Av. | 38.30 |
| Joseph Halik, 2905 N. Nagle Av. | 3-28-69—S. Pulaski Rd. and W. 36th St. | 164.96; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named persons the respective amounts set opposite their names, same to be in full settlement for property damage on the date and at the location indicated, and to charge the same to Account No. 330.9112.934:

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Henry Waldschmidt, 5759 W. Pensacola Av. | 4-7-69—5759 W. Pensacola Av. | $54.95 |
| Vera Ratner, 2453 N. Central Park Av. | 4-29-69—2453 N. Central Park Av. | 65.00; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named persons the respective amounts set opposite their names, same being refund of fees paid for vehicle license as indicated, and to charge same to Account No. 300.9112.990:

| *Name and Address* | *License No.* | *Amount* |
|---|---|---|
| Linda Vrankovich, 2936 S. Lowe Av. | U-540561 | $30.00 |
| Steven Simkin, 8808 N. Olcott Av., Morton Grove, Ill. | U-575964 | 30.00 |
| American Graphics Corp., 1147 W. Jackson Blvd. | X-98298 | 15.00 |
| Archie L. Crawford, 7130 S. Carpenter St. | U-686920 | 30.00 |
| Hans D. Isenberg, 1811 W. Bryn Mawr Av. | X-25602 | 15.00 |
| Estate of John P. Spoolstra, c/o Agnes Spoolstra, 10961 S. Albany Av. | X-359987 | 15.00. |

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### *Action Deferred*—ON PROPOSED ORDINANCE AUTHORIZING RENEWAL OF LEASE FROM HELEN R. NERNEY.

The Committee on Finance submitted the following report, which was, at the request of two aldermen present (Alderman Despres and Alderman Simon) *Deferred* and ordered published:

CHICAGO, July 8, 1969

*To the President and Members of the City Council:*

Your Committee on Finance to which was referred a communication dated June 11, 1969 from the City Comptroller transmitting an ordinance authorizing a renewal of a lease from Helen R. Nerney, for approximately 6,250 square feet of space at 27 and 29 S. Peoria Street, for a sewer yard, at a rental of $200.00 per month, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by 37 members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS E. KEANE,
*Chairman.*

The following is the proposed ordinance transmitted with the foregoing committee report:

Be It Ordained by the City Council of the City of Chicago:

*Section* 1. That the City Comptroller is authorized to execute on behalf of the City of

Chicago, a lease from Helen R. Nerney, for Lot 11, Block 2 in Duncan's Addition to Chicago in the East half, Northeast quarter of Section 17, Township 39 North, Range 14 East of the Third Principal Meridian, commonly known as Nos. 27-29 S. Peoria Street, approximately 8,250 square feet; such lease to be approved by the Commissioner of the Department of Water and Sewers and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on page 5781 of this Council Journal]

*Section* 2. This ordinance shall be in force and effect from and after its passage.

### *Action Deferred*—ON PROPOSED ORDINANCE AUTHORIZING RENEWAL OF LEASE FROM CHRISTIAN BROTHERS OF ILLINOIS.

The Committee on Finance submitted the following report, which was, at the request of two aldermen present (Alderman Despres and Alderman Simon) *Deferred* and ordered published:

CHICAGO, July 8, 1969.

***To the President and Members of the City Council:***

Your Committee on Finance to which was referred a communication dated June 13, 1969 from the City Comptroller transmitting an ordinance authorizing a lease from Christian Brothers of Illinois, a Sole Corporation of Chicago, Illinois, for the entire three story structure and English basement plus a one story section with full basement for a total net area of approximately 12,000 square feet commonly known as 4247 W. Washington Blvd. for the Garfield Park Mental Health Center, at a rental of $760.00 per month, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by 37 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) THOMAS E. KEANE,
*Chairman.*

The following is the proposed ordinance transmitted with the foregoing committe report:

Be It Ordained by the City Council of the City of Chicago:

*Section* 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from Christian Brothers of Illinois, a Sole Corporation of Chicago, Illinois, for the entire three-story structure and English basement, plus a one-story section with a full basement for a total net area of approximately 12,000 square feet. Premises commonly known as No. 4247 W. Washington Boulevard. Such lease to be approved by the Commissioner of the Board of Health, and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on page 5782 of this Council Journal]

*Section* 2. This ordinance shall be in force and effect from and after its passage.

### *Action Deferred*—ON PROPOSED ORDINANCE CONCERNING SIX BIDS FOR SALE OF HOUSE OF CORRECTION FARM.

The Committee on Finance submitted the following report, which was, at the request of two aldermen present (Alderman Despres and Alderman Rayner) *Deferred* and ordered published:

CHICAGO, July 8, 1969.

***To the President and Members of the City Council:***

Your Committee on Finance to which was referred a communication dated June 20, 1969 from the City Comptroller transmitting six bids for the sale of House of Correction Farm at Cook County Line Road, 79th Street and Stevenson Highway and proposed ordinance for acceptance of high bid of Number Two Chicago Dwellings Association to purchase said property for $505,000.00 and to refund deposit checks to the unsuccessful bidders (referred to the committee on June 23, 1969) having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by 37 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) THOMAS E. KEANE,
*Chairman.*

The following is the proposed ordinance transmitted with the foregoing committee report:

Be It Ordained by the City Council of the City of Chicago:

*Section 1.* The City of Chicago hereby accepts the bid of Number Two Chicago Dwellings Association, a not-for-profit corporation of the State of Illinois, to purchase for the sum of Five Hundred Five Thousand Dollars ($505,000.00) the City-owned property described as follows:

That part of the West half of the North West quarter lying Northerly of the center line of the Chicago and Joliet Highway of Section 30, Township 38 North, Range 12 East of the Third Principal Meridian;

Also

All that part of the West half of Section 30, Township 38 North, Range 12 East of the Third Principal Meridian, lying Southerly of the center line of the Chicago and Joliet Highway;

Also

The North East quarter of the North West quarter of Section 31, Township 38 North, Range 12 East of the Third Principal Meridian;

Also

The West 15 acres of the South East quarter of the North West quarter of Section 31, Township 38 North, Range 12 East of the Third Principal Meridian, in the Town of Lyons, County of Cook and State of Illinois.

Excepting from said above-described real estate all parts thereof heretofore conveyed to the State of Illinois and the County of Cook for rights of way, easements and roadways, and for highway purposes as described in the following recorded documents: 11532016; 11937525; 17627674; 18525860; 18525861.

*Section 2.* The Mayor and the City Clerk are

(Continued on page 5783)

**This Agreement,** Made this.................................................. day of..................................................

A. D. 1969, between Helen R. Nerney

.................................................................................................................., as Lessor,
and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

**Witnesseth:** That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: Lot 11, Block 2 in Duncan's Addition to Chicago in the East half, North East quarter of Section 17, Township 39 North, Range 14, East of the Third Principal Meridian, commonly known as No. 27 and 29 S. Peoria Street, approximately 6,250 square feet, for a Sewer Yard, Department of Water and Sewers.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of July A. D. 1969, and ending on the 30th day of June A. D. 1971. Lessee has the right to terminate this lease upon thirty days' prior written notice.

~~or the right to renew this lease for a further period of~~

~~[illegible] days' written notice [illegible]~~

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at 9904 S. Hoyne Avenue - 60643 or at such other place as the Lessor from time to time in writing may appoint.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of Two Hundred and no/100 - - - - - - - - - - - - - - - ($200.00) Dollars per month, payable in advance on the first day of each calendar month by the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

Lessee to furnish all services and utilities.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

**In Witness Whereof,** this lease is signed by or on behalf of the parties hereto the day and year first above written.

[Signature forms omitted]

**This Agreement,** Made this ........ day of ........

A. D. 19 , between Christian Brothers of Illinois, a Sole Corporation of Chicago, Illinois, ........, as Lessor and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

**Witnesseth:** That the Lessor does hereby lease to the Lessee the following descri premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: The entire three-story structure and English basement, plus a one-story section with a full basement for a total net area of approximately 12,000 square feet. Premises commonly known as 4247 W. Washington Boulevard, Chicago, Illinois, for the Garfield Park Mental Health Center, Chicago Board of Health.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of July A. D. 19 69, or date of occupation/and ending on the 30th day of June A. D. 1971 . Lessee has the right to terminate this lease upon thirty days' prior written notice ........ and the right to renew this lease for a further period of three years from date of expiration on the same terms and rental, by giving to the Lessor , in either case sixty days' written notice of its election so to do. Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at Brother Leo Gilskey, 414 N.Forest Ave., Oak Park,Ill. 60802 or at such other place as the Lessor from time to time in writing may appoint.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of Seven Hundred Sixty and no/100 - - - - - - - - - - - ($760.00 ) Dollars per month, payable in advance on the first day of each calendar month by the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessee

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at their own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

Lessee shall maintain and keep in good condition interior and pay its own usage of electricity, heat and hot water.

Lessee will also supply its own janitor and porter services.

Lessor will maintain the exterior of the building, and outside premises, and also will give the Lessee rent credit for heating and supplying hot water and electricity to the adjoining property, amount of rent credit to be determined by heating and electrical engineers of the City of Chicago.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor , and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor , excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease. Lessee is not permitted to hold public dances or band concerts.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

**In Witness Whereof,** this lease is signed by or on behalf of the parties hereto the day and year first above written.

[Signature forms omitted]

(Continued from page 5780)

authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

*Section 3.* The City Clerk is authorized to deliver the deposit check of $50,500.00 submitted by said bidder to the City Comptroller, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

*Section 4.* This bid and conveyance are subject, however, to the following conditions:

In the event that a planned development community can be undertaken, then the No. 2 Chicago Dwellings Association will pay to the City of Chicago an additional sum of Three Million, One Hundred Twenty-Five Thousand Dollars ($3,125,000) at the time the No. 2 Chicago Dwellings Association commences the planned development, but, in no event later than five (5) years from and after the conveyance of title by the City of Chicago to the No. 2 Chicago Dwellings Association. If, during said five (5) year period, No. 2 Chicago Dwellings Association determines not to proceed with the development of the property, then, and in that event, it shall first offer to sell the property to the City of Chicago for the sum of Five Hundred Five Thousand Dollars ($505,000), plus the cost of any improvements placed thereon. Further, in the event that the No. 2 Chicago Dwellings Association fails to develop the property within the five year period and has not offered to the City of Chicago the same for sale, then, and in that event, the City of Chicago shall have the right, option and privilege within the period of one year after the expiration of the five year period to purchase the property for the sum of Five Hundred Five Thousand Dollars ($505,000). Also subject to general taxes and special assessments, if any, of record; all easements of record, roads and highways, zoning, building, health and fire regulations and restrictions imposed by the local, municipal or township authorities and the State of Illinois.

*Section 5.* The City Clerk is authorized and directed to return the deposit checks to the unsuccessful bidders for the purchase of said property.

*Section 6.* This ordinance shall be in effect from and after its passage.

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### *Placed on File*—Miscellaneous Matters.

The Committee on Finance submitted reports recommending that the City Council Place on File miscellaneous documents transmitted therewith. On motion of Alderman Keane the committee's recommendations were *Concurred In.*

The following is a summary of said documents:

A report concerning proposed order for acquisition of property at Nos. 4646-4650 N. Winthrop Avenue for establishment of tot-lot (referred to the committee on June 2, 1967);

A report concerning proposed resolution for acquisition of property at Nos. 4518-4524 N. Clifton Avenue for establishment of tot-lot (referred to the committee on June 9, 1967);

A communication from the Department of Law dated June 2, 1969, transmitting a report of settlements of suits with entries of judgments against the city (referred to the committee on June 23, 1969);

A communication from the Department of Public Works dated June 23, 1969, transmitting Monthly Progress Report No. 265 for month ending May 31, 1969, showing progress of construction on Sewer Bond Issue Projects.

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### *Failed to Pass*—Proposed Order for Cancellation of Warrant for Collection Assessed against Louise Burg Hospital.

The Committee on Finance submitted a report recommending that the City Council *do not pass* a proposed order to cancel Warrant for Collection No. D-98319, in the amount of $10.00 for the annual operating and maintenance cost of one private fire alarm box, assessed against Louise Burg Hospital, No. 255 W. Cermak Road.

Alderman Keane moved to *Concur in* the committee's recommendation. The question thereupon became: *"Shall the proposed ordinance Pass, the recommendation of the committee to the contrary notwithstanding?"*; and the question being put, said proposed order *Failed to Pass,* by yeas and nays as follows: *Yeas*—None; *Nays*—43.

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### *Disallowed*—Sundry Claims for Payments of Damages, Refunds, Etc. *(Adverse Recommendations by Committee).*

The Committee on Finance submitted a report recommending that the City Council *Disallow* certain miscellaneous claims. On motion of Alderman Keane the committee's recommendations were *Concurred In.*

The following is a summary of said claims, which were referred to the committee on the respective dates noted in parentheses:

*Compensation for Damage to Vehicles, Etc.:*

(July 5, 1968) Passman Brothers, Inc.
(Oct. 16, 1968) Henry Mosbacher
(Nov. 1, 1968) Daniel Lo Presti
(Nov. 11, 1968) Mike Kanter
(May 9, 1968) David C. Mervis
(Feb. 13, 1969) Mr. F. Tucker
(Feb. 9, 1969) Mr. C. Komoll
(Jan. 8, 1969) Gerald Tomlonsen
(Mar. 26, 1969) Theodore Zelickman
(Feb. 20, 1969) Guido A. Santucci
(Apr. 21, 1969) Margaret Ann Habig
(June 3, 1968) Eugene Smith
(Apr. 1, 1969) Otis Nevels
(May 12, 1968) Allstate Ins. and Anton Zentner
(Jan. 22, 1969) The Yanor Co. and Gordon Kent
(Apr. 26, 1969) Motors Ins. Corp. and Hartwig P. Naliwko
(Apr. 19, 1969) Willie H. Talioferro
(Apr. 9, 1969) Martin Waysdorf, c/o Security Ins. Group
(May 2, 1969) Henry Hudson
(Mar. 12, 1969) John O'Shea
(May 6, 1968) Allstate Insurance and George Mallen

(Dec. 13, 1968) Clamane Edwards
(Apr. 5, 1969) Government Employees Ins. and Mrs. Ann Gordon
(May 14, 1969) Joseph Kollecker, for minor Nikki D'Amico

*Compensation for Personal Injuries:*

(Dec. 5, 1968) Inez M. Gorman
(Jan. 5, 1969) Naomi Dunbar
(Feb. 3, 1969) J. M. Boehmer
(Feb. 24, 1969) Jere-Jean Smith

*Compensation for Refunds:*

(Jan. 22, 1969) C.C. & H., c/o Clarence St. John
(May 21, 1968) Lee Bertha Howard
(Mar., 1969) William Gay
(Jan. 2, 1969) John E. Danko, c/o Claire S. Danko
(Mar. 26, 1969) Garth Pochocki
(Apr. 25, 1969) Kathleen Lorck
(Jan. 27, 1969) Estate of Godfrey D. Linden, c/o Ruth A. Linden
(Feb. 15, 1969) Estate of Raymond S. Chapman, c/o Mrs. Raymond S. Chapman
(Mar. 17, 1969) Abdulla Service Inc., c/o Consolidated Currency Exchanges
(Dec. 4, 1968) Estate of Amanda C. Burtness, c/o Harold W. Burtness
(Feb. 10, 1969) Cecil Collier
(Jan., 1969) Henry Sampson
(Apr. 27, 1969) Gladys Gardner

*Compensation for Property Damage:*

(Feb. 21, 1969) Nicholas Keller
(Jan. 28, 1969) Mrs. Gertrude Heimonen
(Apr. 17, 1969) Mr. John Leszynski
(Sept., 1968) Mrs. G. Nickolou
(May 5, 1969) Mrs. Henry Peterson
(June 9, 1969) N. Sledge.

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## COMMITTEE ON BUILDINGS AND ZONING.

### Time Extended for Compliance with Building Regulations Governing Use of Below-Grade Classrooms.

The Committee on Buildings and Zoning submitted the following report:

CHICAGO, July 1, 1969.

*To the President and Members of the City Council:*

Your Committee on Buildings and Zoning, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Richard J. Daley, Mayor (referred on June 23, 1969) to amend Chapter 78, Section 9, paragraph (e) of the Municipal Code of Chicago, to extend the time during which certain type school classrooms may be used from September 16, 1969 to and including September 15, 1970, begs leave to recommend that Your Honorable Body pass the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 8 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) RALPH H. METCALFE,
*Chairman.*

On motion of Alderman Metcalfe the proposed ordinance transmitted with the foregoing committee report was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Simon, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The Municipal Code of Chicago, Chapter 78, Section 9(e) is hereby amended by deleting the date September 16, 1969, and inserting in lieu thereof September 15, 1970.

SECTION 2. This ordinance shall take effect from and after its passage and due publication.

# MATTERS PRESENTED BY THE ALDERMEN

**(Presented by Wards, in Order, Beginning with the First Ward).**

**Arranged under the following subheadings:**

1. **Traffic Regulations, Traffic Signs and Traffic-Control Devices.**
2. **Zoning Ordinance Amendments.**
3. **Claims.**
4. Unclassified Matters (arranged in order according to Ward numbers).
5. **Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection, and Water Rate Exemptions, Etc.**

***Proposed ordinances, orders and resolutions, described below, were presented by the aldermen named, as noted. Except where otherwise noted or indicated hereinbelow, unanimous consent was given to permit action by the City Council on each of said proposed ordinances, orders and resolutions without previous committee consideration, in accordance with the provisions of Council Rule 43.***

## 1. TRAFFIC REGULATIONS, TRAFFIC SIGNS, AND TRAFFIC-CONTROL DEVICES.

### *Referred*—PROPOSED ORDER FOR INSTALLATION OF PARKING METERS ON PORTION OF S. MICHIGAN AV.

Alderman Lupo (9th Ward) presented a proposed order for the installation of parking meters on both sides of S. Michigan Avenue between E. 103rd and E. 107th Streets; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—PROPOSED ORDINANCES TO PROHIBIT AT ALL TIMES PARKING OF VEHICLES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit at all times the parking of vehicles at the locations designated, for the distances specified, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Location and Distance* |
|---|---|
| Bohling (7th Ward) | S. South Shore Drive, at No. 8361 (at driveway) |
| Swinarski (12th Ward) | W. 43rd Street (south side) between S. Archer and S. Kedzie Avenues |
| Hines (18th Ward) | S. Western Avenue, at No. 8110 |
| Fitzpatrick (19th Ward) | W. 104th Street (north side) between S. Loomis Street and S. Vincennes Avenue |
| | W. 111th Street between S. Lawndale and S. Ridgeway Avenues |
| | W. 104th Street (both sides) between S. Charles and S. Loomis Streets |
| Campbell (20th Ward) | S. State Street (east side) between a point 160 feet north of E. 57th Street and a point 45 feet north thereof |
| Kuta (23rd Ward) | S. Rutherford Avenue (both sides) between W. Archer Avenue and the first alley south thereof |
| McMahon (30th Ward) | W. North Avenue, at No. 4401 |
| Singer (44th Ward) | W. Surf Street, at No. 416 between a point 5 feet east and west of the existing driveway |
| | W. Oakdale Avenue, at No. 541 between a point 5 feet west of and a point 15 feet east of existing driveway |
| | W. Belden Avenue, at Nos. 800 and 900 between points 10 feet east and west of existing driveways |
| O'Rourke (48th Ward) | N. Marine Drive (west side) between a point 100 feet north of W. Hutchinson Street and a point 300 feet north thereof |
| | N. Marine Drive (west side) between W. Montrose Avenue and a point 30 feet south thereof |
| | N. Marine Drive (west side) between a point 90 feet north of W. Junior Terrace and a point 50 feet north thereof |
| Sperling (50th Ward) | N. Artesian Avenue alongside the premises at No. 2424 W. Devon Avenue between the north terminus of parking meter area and the alley north thereof. |

### *Referred*—PROPOSED ORDINANCE TO PROHIBIT PARKING OF VEHICLES DURING SPECIFIED HOURS ON PORTION OF S. AND W. ARCHER AV.

Alderman Kuta (23rd Ward) presented a proposed ordinance to prohibit the parking of vehicles during specified hours on both sides of S. and W. Archer Avenue between S. Cicero and S. Harlem Avenues from 7:00 A.M. to 9:00 A.M.; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—PROPOSED ORDINANCES TO ESTABLISH LOADING ZONES AT SUNDRY LOCATIONS.

The aldermen named below presented proposed ordinances to establish loading zones at the locations designated, for the distances specified, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Location and Distance* |
|---|---|
| Buchanan (10th Ward) | S. Indianapolis Boulevard, at Nos. 10032-10038—75 feet |
| Singer (44th Ward) | N. Greenview Avenue (east side) immediately south of the alley adjacent to No. 2507. |

### *Referred*—PROPOSED ORDINANCE TO FIX WEIGHT LIMIT OF FIVE TONS FOR VEHICLES ON PORTION OF W. OHIO ST.

Alderman Marzullo (for Alderman Zydlo, 26th Ward) presented a proposed ordinance to fix a weight limit of five tons for trucks and commercial vehicles on W. Ohio Street between N. Western and N. Damen Avenues; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—PROPOSED ORDINANCES TO RESTRICT MOVEMENT OF VEHICULAR TRAFFIC TO SINGLE DIRECTIONS ON SPECIFIED PUBLIC WAYS.

The aldermen named below presented proposed ordinances to restrict the movement of vehicular traffic to the direction indicated in each case, on specified public ways, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Street, Distance and Direction* |
|---|---|
| Aiello (for Laurino, 39th Ward) | W. Wilson Avenue between N. Kildare and N. Kilpatrick Avenues—westerly |
| Cullerton (38th Ward) | N. Normandy Avenue between W. Diversey and W. Belmont Avenues—southerly |
| | N. Rutherford Avenue between W. Belmont and W. Diversey Avenues—northerly |
| | N. Natoma Avenue between W. Belmont and W. Diversey Avenues—northerly. |

### *Referred*—PROPOSED ORDINANCE TO CHANGE AREA FOR MOVEMENT OF VEHICULAR TRAFFIC TO SINGLE DIRECTION ON PORTIONS OF SPECIFIED STREETS.

Alderman McMahon (30th Ward) presented two proposed ordinances to restrict the movement of vehicular traffic to a westerly direction on W. Lexington Street between S. Kildare and S. Kostner Avenues (instead of easterly between S. Kostner and S. Kildare Avenues); also easterly on W. Flournoy Street between S. Kostner and S. Kildare Avenues (instead of westerly between S. Kildare and S. Kostner Avenues); which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—PROPOSED ORDERS FOR INSTALLATIONS OF TRAFFIC SIGNS.

The aldermen named below presented proposed orders for installations of traffic signs, of the nature indicated and at the locations specified, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Location and Type of Sign* |
|---|---|
| Casey (37th Ward) | W. LeMoyne and N. Menard Avenues—"4-Way Stop" |
| | N. Lockwood Avenue and W. Ferdinand Street—"4-Way Stop" |
| Cullerton (38th Ward) | W. Roscoe Street and N. Long Avenue—"4-Way Stop" |
| | N. Lockwood and W. Berteau Avenues—"4-Way Stop" |
| | N. Oleander Avenue and W. Roscoe Street—"4-Way Stop" |
| | N. Pontiac Avenue (both sides) north and south of W. Byron, W. Grace Streets and W. Waveland Avenue—"Stop" |
| McCutcheon (43rd Ward) and Singer (44th Ward) | W. Belden and N. Commonwealth Avenues—"Stop". |

### *Referred*—PROPOSED RESOLUTION FOR SURVEY OF TRAFFIC-CONTROL PATTERN ON PORTION OF W. THORNDALE AV.

Alderman Simon (40th Ward) presented a proposed resolution for a survey of the most effective traffic-controls on W. Thorndale Avenue between N. Jersey and N. Kimball Avenues; which was *Referred to the Committee on Traffic and Public Safety.*

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## 2. ZONING ORDINANCE AMENDMENTS.

### *Referred*—PROPOSED ORDINANCE TO AMEND SECTION 11.10-5 OF CHICAGO ZONING ORDINANCE.

Alderman Wigoda (49th Ward) presented a proposed ordinance to amend Section 11.10-5 of the Chicago Zoning Ordinance by adding certain language extending the time limitation for the period of validity of variations in the nature of special uses; which was *Referred to the Committee on Buildings and Zoning.*

### *Referred*—PROPOSED ORDINANCES TO RECLASSIFY PARTICULAR AREAS.

Proposed ordinances for amendment of the Chicago Zoning Ordinance, for the purpose of reclassifying particular areas, were presented by the aldermen named below, respectively, and were *Referred to the Committee on Buildings and Zoning,* as follows:

BY ALDERMAN HUBBARD (2nd Ward):

To classify as an R4 General Residence District instead of a C1-3 Restricted Commercial District and an R5 General Residence District the area shown on Map No. 8-E bounded by

a line 284 feet north of E. 36th Street, or the line thereof if extended where no street exists;

S. Cottage Grove Avenue; the south line of E. 36th Street, or the line thereof if extended where no street exists; a line 150 feet west of S. Cottage Grove Avenue; etc.

BY ALDERMAN RAYNER (6th Ward):

To classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map No. 18-E bounded by

a line 100 feet north of E. 72nd Street; S. Champlain Avenue; E. 72nd Street; and the alley next west of and parallel to S. Champlain Avenue.

BY ALDERMAN JAMBRONE (28th Ward):

To classify as a B5-2 General Service District instead of a B3-3 General Retail District the area shown on Map No. 1-K bounded by

W. Washington Boulevard; N. Pulaski Road; the alley next south of and parallel to W. Washington Boulevard; and a line 125 feet west of N. Pulaski Road.

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## 3. CLAIMS.

**Claims against the City of Chicago were presented by the aldermen designated below, respectively, for** the claimants named, which were *Referred to the Committee on Finance,* as follows:

| *Alderman* | *Claimant* |
|---|---|
| Roti (1st Ward) | Carmen F. Iorio |
| Lupo (9th Ward) | Raymond Nowakowski |
| Buchanan (10th Ward) | John W. Chasten,<br>George (R. J.) Sadowski |
| Burke (14th Ward) | Mrs. Tumino |
| Shannon (17th Ward) | Albert Stevens |
| Campbell (20th Ward) | Mrs. Florence B. Beavers |
| Gabinski (32nd Ward) | Mrs. Lillian Fiorito |
| Laskowski (35th Ward) | Frank Pawlak |
| Casey (37th Ward) | Robert Bowman |
| Cullerton (38th Ward) | John Ambrose |
| Aiello (for Laurino, 39th Ward) | R. E. Ailsworth |
| Scholl (41st Ward) | Lloyd Manning. |

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## 4. UNCLASSIFIED MATTERS

**(Arranged in Order According to Ward Numbers).**

*Proposed ordinances, orders and resolutions were presented by the aldermen named below, respectively, and were acted upon by the City Council in each case in the manner noted, as follows:*

### Presented by
### ALDERMAN HUBBARD (2nd Ward) and OTHERS:

*Referred*—PROPOSED RESOLUTION FOR CREATION OF CITY COUNCIL INVESTIGATING COMMITTEE ON HIRING, APPOINTMENT AND PROMOTION PRACTICES OF CITY.

A proposed resolution (presented by Aldermen Hubbard, Cousins, Despres, Rayner and Singer) for the creation of a "City Council Investigating Committee on Hiring, Appointment and Promotion Practices of the City" to consist of seven aldermen, to insure that the hiring, appointment and promotion practices of the City and its contractors adhere to the principle of equal employment opportunity for all.—*Referred to the Committee on Committees and Rules.*

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### Presented by
### ALDERMAN DESPRES (5th Ward) and OTHERS:

*Referred*—PROPOSED ORDINANCE TO REPEAL ORDINANCE GRANTING EXTENSION OF TIME FOR COMPLIANCE WITH PROVISIONS OF SECTION 17-25 (3) (a) OF MUNICIPAL CODE GOVERNING POLLUTION OF AIR BY SULFUR DIOXIDE.

A proposed ordinance (presented by Aldermen Despres, Rayner, Bohling, Cousins, McCutcheon, Simon, O'Rourke and Sperling) to repeal the ordinance passed by the City Council on June 23, 1969, C.J. page 5619, granting extension of time for compliance with provisions of Section 17-25 (3) (a) of Municipal Code of Chicago, governing pollution of air by sulfur dioxide, by striking the language "for a period of two years, beginning two years after the effective date of this amendment:" and inserting in lieu thereof the language "for a period of two years, beginning on July 8, 1969:"; also by striking the language "for a period of eighteen months, beginning four years after the effective date of this amendment:" and inserting in lieu thereof the language "for a period of eighteen months, beginning on July 8, 1971:".

Alderman Despres moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed ordinance. The motion to Suspend the Rules was *Lost.*

Whereupon said proposed ordinance was *Referred to the Committee on Health.*

*Referred*—PROPOSED RESOLUTION TO REQUEST COMMONWEALTH EDISON CO. TO CONSTRUCT COOLING TOWERS FOR ITS NUCLEAR GENERATING PLANT ON LAKE MICHIGAN.

Also a proposed resolution (presented by Aldermen Despres, Rayner, Cousins, Simon, McCutcheon, Singer, O'Rourke and Sperling) to request the Commonwealth Edison Company to construct cooling towers for its nuclear generating plant near Zion, Illinois, on Lake Michigan.—*Referred to the Committee on Utilities.*

### Presented by
### ALDERMAN RAYNER (6th Ward):

*Referred*—PROPOSED ORDER FOR ACQUISITION OF SPECIFIED PROPERTY FOR TOT-LOT PURPOSES.

A proposed order to direct the Committee on Finance and the Committee on Forestry and Recreation to give consideration to acquisition and equipping of vacant property on E. 69th Street between S. Prairie and S. Indiana Avenues for tot-lot purposes.—*Referred to the Committee on Finance.*

*Referred*—PROPOSED ORDER FOR ACQUISITION OF SPECIFIED PROPERTY FOR PLAYLOT PURPOSES.

Also a proposed order to direct the Committee on Finance and the Committee on Forestry and Recreation to give consideration to the acquisition, the clearing and leveling and equipping of the vacant property at the following locations for playlot purposes:

Southeast corner of E. 66th Street and S. Hartwell Avenue;
E. 69th Street between S. Kimbark and S. Woodlawn Avenues;
E. 71st Street between S. Woodlawn and S. Kimbark Avenues;
No. 7119 S. South Chicago Avenue;
Nos. 6650-6652 S. University Avenue.

—*Referred to the Committee on Finance.*

### Presented by
### ALDERMAN BUCHANAN (10th Ward):

#### Issuance of Permit to Conduct Sidewalk Sale Authorized.

A proposed order reading as follows:

*Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to issue a permit to the East 87th Street Businessmen's Association to conduct a sidewalk sale on both sides of E. 87th Street between S. Jeffery and S. Stony Island Avenues on Friday, Saturday and Sunday, July 18-19-20, 1969 from 9:00 A.M. to 9:00 P.M.

On motion of Alderman Buchanan said proposed order was *Passed.*

### Presented by
### ALDERMAN STASZCUK (13th Ward):

#### Building Declared Public Nuisance and Ordered Demolished.

A proposed ordinance reading as follows:

WHEREAS, The building located at No. 7120 S. Western Avenue (abandoned gas station) is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; therefore

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The building located at No. 7120 S. Western Avenue (abandoned gas station) is declared a public nuisance, and the Commissioner of Buildings is authorized and directed to demolish the same.

SECTION 2. This ordinance shall be effective upon its passage.

On motion of Alderman Staszcuk said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Simon, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

### Presented by
### ALDERMAN BURKE (14th Ward):

#### Issuance of Permit to Conduct Sidewalk Sale Authorized.

A proposed order reading as follows:

*Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to issue a permit to the Back of the Yards Council, No. 4600 S. Ashland Avenue, to conduct a sidewalk sale on both sides of S. Ashland Avenue between W. 45th and W. 52nd Streets and on both sides of W. 47th Street between S. Justine and S. Wood Streets on Thursday, July 24, 1969, from 9:00 A.M. to 9:30 P.M.

On motion of Alderman Burke said proposed order was *Passed.*

### Presented by
### ALDERMAN SHERIDAN (16th Ward):

#### Buildings Declared Public Nuisances and Ordered Demolished.

A proposed ordinance reading as follows:

WHEREAS, The buildings at the following locations, to wit:

Nos. 7203-7205 S. Ada Street, and
No. 1279 W. 72nd Street,

are so deteriorated and weakened that each is structurally unsafe and a menace to life and property in its vicinity; therefore

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The buildings at the following locations, to wit:

Nos. 7203-7205 S. Ada Street, and
No. 1279 W. 72nd Street,

are declared public nuisances, and the Commissioner of Buildings is authorized and directed to demolish the same.

SECTION 2. This ordinance shall be effective upon its passage.

On motion of Alderman Sheridan said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Simon, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

### Permission Granted to Close to Traffic Portion of S. Marshfield Av. for Conduct of Vacation Bible School.

Also a proposed order reading as follows:

> *Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to grant permission to Grace Evangelical Lutheran Church, No. 6049 S. Marshfield Avenue, to close to traffic S. Marshfield Avenue between W. 60th and W. 61st Streets from 10:00 A.M. to 10:45 A.M. daily, Mondays through Fridays, during the period from Monday, July 7, 1969 to Friday, July 18, 1969, in conjunction with the conduct of vacation Bible School of said church.

On motion of Alderman Sheridan said proposed order was *Passed.*

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### Presented by

### ALDERMAN SHERIDAN (16th Ward) and OTHERS:

### Issuance of Permit to Conduct Sidewalk Sale Authorized.

A proposed order (presented by Aldermen Sheridan, Shannon and Campbell) reading as follows:

> *Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to issue a permit to the Englewood Business Men's Association, No. 6401 S. Lowe Avenue, to conduct its annual sidewalk sale on both sides of S. Halsted Street between W. 62nd and W. 67th Streets and on both sides of W. 63rd Street from S. Carpenter Street to S. Harvard Avenue, from 9:00 A.M. to 9:00 P.M. on Thursday, Friday and Saturday, July 31, August 1 and 2, 1969.

On motion of Alderman Sheridan (seconded by Alderman Shannon) said proposed order was *Passed.*

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### Presented by

### ALDERMAN SHANNON (17th Ward):

### *Referred*—PROPOSED ORDER FOR INSTALLATION OF MERCURY-VAPOR ARC LIGHTING IN SPECIFIED ALLEY.

A proposed order to direct the Commissioner of Streets and Sanitation to install mercury-vapor arc lighting in the alley between S. Union and S. Lowe Avenues from W. 86th Street to W. 87th Street.—*Referred to the Committee on Finance.*

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### Presented by

### ALDERMAN FITZPATRICK (19th Ward):

### Issuance of Permit to Conduct Sidewalk Sale Authorized.

A proposed order reading as follows:

> *Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to issue a permit to the Mount Greenwood Chamber of Commerce, No. 3349 W. 111th Street, to conduct a sidewalk sale on both sides of W. 111th Street between S. Sawyer and S. Sacramento Avenues and on both sides of S. Kedzie Avenue between W. 110th and W. 112th Streets on Friday and Saturday, August 1 and 2, 1969, from 9:00 A.M. to 9:00 P.M.

On motion of Alderman Fitzpatrick said proposed order was *Passed.*

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### Presented by

### ALDERMAN CAMPBELL (20th Ward):

### Drafting of Ordinance for Vacation of Alley Directed.

A proposed order reading as follows:

> *Ordered,* That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of the south 182 feet, more or less, of the north-south 16-foot public alley, also providing for the dedication of an east-west 16-foot alley at the north terminus of said vacation, said alley to run east to S. Indiana Avenue and providing for the dedication of an east-west 16-foot alley approximately 198 feet north of the north terminus of said vacation, said alley to run west to S. Michigan Avenue, all in the block bounded by W. 61st Street, W. 63rd Street, S. Michigan Avenue and S. Indiana Avenue, for Indian Trailer Corporation and Carl Nelson; said ordinance to be transmitted to the Committee on Local Industries, Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Campbell said proposed order was *Passed.*

### Permission Granted to Close to Traffic Portion of E. 62nd St. for Conduct of Vacation Bible School.

Also a proposed order reading as follows:

> *Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to grant permission to the Langley Avenue Church of God, S. Langley Avenue at E. 62nd Street, to close to traffic E. 62nd Street between S. Langley and S. Evans Avenues from 10:00 A.M. to 10:30 A.M. daily, Mondays through Fridays, during the period from July 7, 1969 to July 18, 1969, inclusive, in conjunction with the conduct of its annual vacation Bible School.

On motion of Alderman Campbell said proposed order was *Passed.*

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### Presented by

### ALDERMAN FROST (21st Ward):

### Building Declared Public Nuisance and Ordered Demolished.

A proposed ordinance reading as follows:

> WHEREAS, The building located at No. 946 W. 106th Street, is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; therefore
>
> *Be It Ordained by the City Council of the City of Chicago:*
>
> SECTION 1. The building located at No. 946 W. 106th Street, is declared a public nuisance, and the

Commissioner of Buildings is authorized and directed to demolish the same.

SECTION 2. This ordinance shall be effective upon its passage.

On motion of Alderman Frost said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Simon, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

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### Presented by
### ALDERMAN FROST (21st Word) and OTHERS:

*Referred*—PROPOSED RESOLUTION TO MEMORIALIZE C.H.A. TO ADOPT AND IMPLEMENT REQUIREMENTS FOR DEVELOPMENT OF NEW PUBLIC HOUSING AS SET FORTH IN ORDER OF U.S. DISTRICT COURT JUDGE RICHARD B. AUSTIN.

A proposed resolution (presented by Aldermen Frost, Roti, Hubbard, Metcalfe, Despres, Rayner, Cousins, Shannon, Collins, Biggs, McCutcheon and Singer) to memorialize the Chicago Housing Authority to adopt and implement the requirements for the development of all new family public housing in Chicago as set forth in the findings and order of United States District Court Judge Richard B. Austin.—*Referred to the Committee on Planning and Housing.*

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### Presented by
### ALDERMAN MARZULLO (25th Ward):

*Referred*—PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE IN PUBLIC WAY.

A proposed ordinance for a grant of permission and authority to Midwest Folding Products Manufacturing Corporation to maintain and use an existing elevated switch track over and across W. 14th Street from a point on the north line thereof 434 feet west of S. Western Avenue to a point on the south line thereof 467 feet west of S. Western Avenue, thence across private property and on and along the first east-west public alley south of W. 14th Street from a point 350 feet west of S. Western Avenue east for a distance of 200 feet.—*Referred to the Committee on Local Industries, Streets and Alleys.*

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### Presented for
### ALDERMAN ZYDLO (26th Ward):

### Drafting of Ordinance to Close to Traffic Portions of N. Noble St. and W. Haddon Av. Directed.

A proposed order (presented by Alderman Marzullo) reading as follows:

*Ordered,* That the Commissioner of Public Works is hereby directed to prepare an ordinance for closing to vehicular traffic all that part of N. Noble Street together with the west 6 feet of the south 36.5 feet of W. Haddon Avenue east of and adjoining N. Noble Street lying between W. Division Street and the southeasterly extension of the northeasterly line of the northwesterly-southeasterly 20-foot public alley northeasterly of and parallel with N. Milwaukee Avenue, for the City of Chicago (Department of Urban Renewal) Project Noble-Division; said ordinance to be transmitted to the Committee on Local Industries, Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Marzullo said proposed order was *Passed.*

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### Presented by
### ALDERMAN SAIN (27th Ward):

*Referred*—PROPOSED ORDINANCES FOR GRANTS OF PRIVILEGES IN PUBLIC WAYS.

Two proposed ordinances for grants of privileges in public ways which were *Referred to the Committee on Local Industries, Streets and Alleys,* as follows:

Binkowski Sausage Company: to maintain and use an existing loading platform (with steps and ramps) in the sidewalk space on the south side of W. Wayman Street east of N. Sangamon Street, adjoining the premises known as Nos. 311-313 N. Sangamon Street;

The Board of Trustees of The Young Men's Christian Association of Metropolitan Chicago: to maintain and use an existing one-story covered bridge diagonally over the north-south 16-foot public alley east of S. Ashland Boulevard from a point on the east side of said alley 38 feet south of W. Monroe Street to a point on the west line of said alley 50 feet south of W. Monroe Street, used for the purpose of connecting the 2nd floor of the premises known as No. 105 S. Ashland Boulevard with the 2nd floor of the premises known as No. 1515 W. Monroe Street.

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### Presented by
### ALDERMAN JAMBRONE (28th Ward):

### Drafting of Ordinance for Vacation of Alley Directed.

**A proposed order reading as follows:**

*Ordered,* That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of all that part of the east-west 16-foot public alley lying east of the east line of the north-south public alley extended south, in the block bounded by W. Franklin Boulevard, W. Ohio Street, N. Sawyer Avenue and N. Spaulding Avenue, for Franklin Boulevard Community Hospital; said ordinance to be transmitted to the Committee on Local Industries, Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Jambrone said proposed order was *Passed.*

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### Presented by
### ALDERMAN JAMBRONE (28th Ward) and ALDERMAN KEANE (31st Ward):

### Issuance of Permit to Conduct Sidewalk Sale on Portion of W. Chicago Av. Authorized.

A proposed order reading as follows:

*Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to issue a permit to the Chicago Avenue Businessmen's Association (Mr. Alfred Andreali, President, d/b/a) Modern Men's Shop, No. 3751 W. Chicago Avenue to conduct a sidewalk sale on both sides of W. Chicago Avenue between N. Central Park and N. Springfield Avenues, on Monday, Tuesday and Wednesday, July 28-29-30, 1969, from 9:30 A.M. to 9:00 P.M.

On motion of Alderman Jambrone (seconded by Alderman Keane) said proposed order was *Passed.*

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### Presented by
### ALDERMAN McMAHON (30th Ward):

### Congratulations Extended to Bill Shay Basketball Coach at Fenwick High School on His Retirement.

A proposed resolution reading as follows:

WHEREAS, Bill Shay, presently the basketball coach at Fenwick High School, is retiring from the coaching profession after 34 years, 29 of them in the Chicago Catholic League; and

WHEREAS, Bill Shay's name has been synonymous with basketball in the Chicago area during these 34 years; and

WHEREAS, From Bill Shay's incomparable talent there has emerged an incomparable parade of great players, and great teams; and

WHEREAS, His approach to the task of coaching had a distinctly personal touch from which his players derived an unmistakable impression that no area of their lives was outside of his caring or his influence; and

WHEREAS, His tireless throughfulness was utterly indiscriminate, touching everyone, from his brother and sisters to his friends and to the undersized freshman who crossed his path yesterday; and

WHEREAS, Bill Shay is, above all else an authentic Catholic gentleman, one of those rare spirits whose mistakes are always on the side of generosity; now, therefore,

*Be It Resolved,* That the members of the City Council of the City of Chicago hereby commend Bill Shay for the many years of untiring effort he has devoted to the youth of our great City, and extend to him our best wishes for many happy years in the future.

Alderman McMahon moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed resolution. The motion *Prevailed.*

On motion of Alderman McMahon said proposed resolution was *Adopted.*

### Building Declared Public Nuisance and Ordered Demolished.

Also a proposed ordinance reading as follows:

WHEREAS, The building located at No. 4846 W. Superior Street, is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; therefore

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The building located at No. 4846 W. Superior Street, is declared a public nuisance, and the Commissioner of Buildings is authorized and directed to demolish the same.

SECTION 2. This ordinance shall be effective upon its passage.

On motion of Alderman McMahon said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Simon, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

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### Presented by
### ALDERMAN GABINSKI (32nd Ward):

### Drafting of Ordinance for Vacation of Portion of N. Ashland Av. Directed.

A proposed order reading as follows:

*Ordered,* That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of all that part of N. Ashland Avenue lying between the easterly line of said street and the easterly edge of the sidewalk between W. Armitage Avenue and W. Homer Street, measuring 7.31 feet on the south line of W. Armitage Avenue extended west and 12.32 feet on the northerly line of W. Homer Street extended westerly, for W. J. Saunders & Company, Inc.; said ordinance to be transmitted to the Committee on Local Industries, Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Gabinski said proposed order was *Passed.*

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### Presented by
### ALDERMAN BRANDT (33rd Ward):

### Permission Granted to Close to Traffic Portion of N. Francisco Av. for Conduct of Vacation Bible School.

A proposed order reading as follows:

*Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to grant permission to the Episcopal Church of the Advent, No. 2610 N. Francisco Avenue, to close to traffic N. Francisco Avenue from the north service drive of W. Logan Boulevard to the alley north thereof from 10:00 A.M. to 11:00 A.M. daily, Mondays through Fridays, for the period from Monday, July 7, 1969, to Friday, July 18, 1969, inclusive, in conjunction with the conduct of vacation Bible School of said church.

On motion of Alderman Brandt said proposed order was *Passed.*

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### Presented by
### ALDERMAN AIELLO (36th Ward):

**Issuance of Permit to Conduct Carnival Directed.**

A proposed order reading as follows:

*Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to issue a permit to Holy Trinity Greek Orthodox Church, a regularly organized charitable or religious organization, for the period beginning July 26, 1969 and ending July 27, 1969, inclusive, for the conduct of a carnival or street fair on N. Meade and N. McVicker Avenues between W. Diversey Avenue and the south property line of the alley south of W. Diversey Avenue, in accordance with the City's carnivals ordinance, Sections 34-49.1 to 34-49.5, inclusive; and upon issuance of said permit the Commissioner of Streets and Sanitation shall provide barricades to prohibit vehicular traffic over the portion of the street affected, as provided by said carnivals ordinance.

On motion of Alderman Aiello said proposed order was *Passed.*

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### Presented by
### ALDERMAN CULLERTON (38th Ward):

*Referred*—PROPOSED ORDINANCE FOR APPROVAL OF PLAT OF SUBDIVISION.

A proposed ordinance to direct the Superintendent of Maps to approve a plat of subdivision of property on both sides of N. Delphia Avenue between W. Lawrence Avenue and a line 100 feet south of and parallel thereto, and on the east side of N. Potowatomie Avenue between said W. Lawrence Avenue and a line 106 feet south of and parallel thereto.—*Referred to the Committee on Local Industries, Streets and Alleys.*

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### Presented by
### ALDERMAN FRIED (42nd Ward):

**Issuance of Canopy Permits Authorized.**

Two proposed orders reading respectively as follows:

*Ordered,* That the City Comptroller is hereby authorized to issue a permit to Walton Gardens Realty, Inc., to maintain an existing canopy over the sidewalk in N. Rush Street and E. Walton Street, attached to the building or structure located at Nos. 931-935 N. Rush Street and Nos. 34-44 E. Walton Street, for a period of ten years from and after January 9, 1970, in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Buildings and the Chief Fire Prevention Engineer, said canopy not to exceed 210 feet in length nor 10½ feet in width: upon the filing of the application and bond and payment of the initial compensation provided for by ordinances relating to the construction and maintenance of canopies.

*Ordered,* That the City Comptroller is hereby authorized to issue a permit to National Sporting Goods Association to maintain an existing canopy over the sidewalk in E. Superior Street, attached to the building or structure located at No. 145 E. Superior Street, for a period of ten years from and after November 16, 1969, in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Buildings and the Chief Fire Prevention Engineer, said canopy not to exceed 27 feet in length nor 9 feet in width: upon the filing of the application and bond and payment of the initial compensation provided for by ordinances relating to the construction and maintenance of canopies.

On separate motions made by Alderman Fried *each* of the foregoing two proposed orders was *Passed.*

*Referred*—PROPOSED ORDINANCES FOR GRANTS OF PRIVILEGES IN PUBLIC WAYS.

Also two proposed ordinances for grants of privileges in public ways, which were *Referred to the Committee on Local Industries, Streets and Alleys,* as follows:

C.P.C. International, Inc.: to maintain and use an existing switch track connecting with the track of the Chicago, Milwaukee, St. Paul and Pacific Railroad in N. Kingsbury Street at a point 290 feet southeasterly of the south line of W. Division Street, thence running on a curve in a northerly direction along and across the easterly side of N. Kingsbury Street 130 feet southeasterly of said south line of W. Division Street;

Wallace Business Forms, Inc.: to maintain and use an existing switch track connecting with the tracks of the Chicago, Milwaukee, St. Paul & Pacific Railroad on the east side of N. Kingsbury Street from a point on the south line of W. Ontario Street, thence running in a southeasterly direction on a curve across and along N. Kingsbury Street to a point on the north line of W. Grand Avenue for a distance of 568 feet.

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### Presented by
### ALDERMAN McCUTCHEON (43rd Ward):

**Issuance of Permits to Conduct Carnivals Directed.**

Two proposed orders reading as follows:

*Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to issue a permit to The Midwest Buddhist Church, a regularly organized charitable or religious organization, for the period beginning July 11, 1969 and ending July 13, 1969, inclusive, for the conduct of a carnival or street fair on N. North Park Avenue between W. Willow Street and W. Menomonee Street, and on W. Menomonee Street between N. Orleans Street and N. Lincoln Park West, in accordance with the City's carnivals ordinance, Sections 34-49.1 to 34-49.5, inclusive; and upon issuance of said permit the Commissioner of Streets and Sanitation shall provide barricades to prohibit vehicular traffic over the portion of the street affected, as provided by said carnivals ordinance.

> *Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to issue a permit to The Midwest Buddhist Church, a regularly organized charitable or religious organization, for the period beginning August 14, 1969 and ending August 17, 1969, inclusive, for the conduct of a carnival or street fair on N. North Park Avenue between W. Willow Street and W. Menomonee Street and on W. Menomonee Street between N. Orleans Street and N. Lincoln Park West, in accordance with the City's carnivals ordinance, Sections 34-49.1 to 34-49.5, inclusive; and upon issuance of said permit the Commissioner of Streets and Sanitation shall provide barricades to prohibit vehicular traffic over the portion of the street affected, as provided by said carnivals ordinance.

On separate motions made by Alderman McCutcheon *each* of the foregoing two proposed orders was *Passed.*

### Drafting of Ordinances for Vacation of Alleys Directed.

Also two proposed orders reading respectively as follows:

> *Ordered,* That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of all that part of the northwesterly-southeasterly 16-foot public alley lying between the south line of the east-west 16-foot public alley extended east and the west line of the north-south 16-foot public alley extended north; also providing for opening an east-west 16-foot alley and a north-south 16-foot alley at the northerly terminus and at the easterly terminus, respectively, of said vacation, all in the block bounded by W. Armitage Avenue, N. Cleveland Avenue and N. Lincoln Avenue, for the City of Chicago (Department of Urban Renewal) Project Lincoln Park I; said ordinance to be transmitted to the Committee on Local Industries, Streets and Alleys for consideration and recommendation to the City Council.
>
> *Ordered,* That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of all of the north-south 16-foot public alley running south from W. Armitage Avenue a distance of approximately 148 feet, together with part of its intersection with the east-west public alley, and providing for the relocation of a new 18-foot north-south alley immediatey west thereof; also providing for opening additional property on the east side of the remaining north-south public alley running south to W. Willow Street, all in the block bounded by W. Armitage Avenue, W. Willow Street, N. Larrabee Street and N. Howe Street, for the City of Chicago (Department of Urban Renewal) Project Lincoln Park I; said ordinance to be transmitted to the Committee on Local Industries, Streets and Alleys for consideration and recommendation to the City Council.

On separate motions made by Alderman McCutcheon *each* of the foregoing two proposed orders was *Passed.*

### *Referred*—PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE IN PUBLIC WAY.

Also a proposed ordinance for a grant of permission and authority to Loew's Chicago Hotel Corporation to maintain and use an existing vault (together with hatch cover) under the surface of the alley in the rear of the premises known as the northwest corner of N. State Street and W. Goethe Street.—*Referred to the Committee on Local Industries, Streets and Alleys.*

### *Referred*—PROPOSED ORDER TO PERMIT SHEFFIELD FOUNDRY CO. TO OCCUPY SPACE IN PORTION OF SPECIFIED PUBLIC ALLEY.

Also a proposed order for issuance of a permit to Sheffield Foundry Company to occupy part of the northerly-southerly 8-foot public alley westerly of N. Clybourn Avenue between the southerly line of N. Lakewood Avenue and the west line of the right of way of the Chicago, Milwaukee, St. Paul and Pacific Railroad.—*Referred to the Committee on Local Industries, Streets and Alleys.*

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## Presented by
## ALDERMAN SINGER (44th Ward):

### Drafting of Ordinance for Vacation of Alley Directed.

**A proposed order reading as follows:**

> *Ordered,* That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of the south 132.36 feet, more or less, of the north-south 16-foot public alley in the area bounded by W. Diversey Parkway, a line 364.10 feet, more or less, south of said W. Diversey Parkway, N. Southport Avenue and N. Janssen Avenue, for Cook Electric Company; said ordinance to be transmitted to the Committee on Local Industries, Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Singer said proposed order was *Passed.*

### *Referred*—PROPOSED RESOLUTION FOR CREATION OF SPECIAL COMMITTEE ON AIR POLLUTION TO HOLD HEARINGS AND MAKE RECOMMENDATIONS FOR COMPLIANCE, ETC. WITH PROVISIONS OF AIR POLLUTION ORDINANCE.

Also a proposed resolution for creation of a Special Committee on Air Pollution to hold hearings concerning progress made to date by users of high sulphur-content coal toward compliance with provisions of the air pollution ordinance, enforcement procedures, etc., together with recommendations and report.

Alderman Singer moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed resolution. The motion to Suspend the Rules was *Lost,* by yeas and nays as follows:

*Yeas*—Aldermen Hubbard, Despres, Rayner, Bohling, Cousins, Staszcuk, Simon, Scholl, McCutcheon, Singer, O'Rourke, Sperling—12.

*Nays*—Aldermen Roti, Metcalfe, Lupo, Buchanan, Bilandic, Swinarski, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Fried, Fifielski, Kerwin, Wigoda—33.

Whereupon said proposed resolution was *Referred to the Committee on Health.*

### Presented by
### ALDERMAN FIFIELSKI (45th Ward):

### Congratulations Extended to Alderman Bohling on His Birthday.

A proposed resolution reading as follows:

WHEREAS, Old Sol, too long absent from our midst, has seen fit to brighten this, the natal day of our colleague, Alderman Nicholas J. Bohling; and

WHEREAS, It is fitting and proper that we accord equal recognition to that accorded Alderman Bohling by the Sun; now, therefore,

*Be It Resolved,* That we, the members of the City Council of the City of Chicago, hereby take public note of the birthday of Honorable Nicholas J. Bohling and extend to him our heartiest congratulations and best wishes for many many more years of good health, happiness and success.

Alderman Fifielski moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed resolution. The motion *Prevailed.*

On motion of Alderman Fifielski (seconded by Aldermen Despres, Cousins, Buchanan, Swinarski, Burke, Krska, Sheridan, Campbell, Marzullo, Sain and Sperling) said proposed resolution was *Adopted.*

### Presented by
### ALDERMAN KERWIN (46th Ward):

### Congratulations Extended to Chicago Cubs on Their Outstanding Achievement and for Continued Success.

A proposed resolution reading as follows:

WHEREAS, After 24 long and desolate years, the unquenchable faith of the ultra-loyal, fiercely-partisan Chicago Cub fans is being rewarded; and

WHEREAS, Pennant fever has hit all Chicagoans, and the long-awaited, never-despaired-of miracle is coming to pass; and

WHEREAS, Chicago's amazing and redoubtable Cubs can now proudly boast, in unison with their most ardent supporters, the wildly-enthusiastic and vocal "Bleacher Bums", that "The Cubs will Shine in '69"; and

WHEREAS, The truism that the team which leads the League on the Fourth of July will win the Pennant is once again being proved. The Cubs, their fans, and all of Chicago's citizens are looking forward to the glorious day when their team will clinch the National League Pennant and go forward to bring to the great North Side of our City, and to all of Chicago, the heartland of our Nation, the World Series of 1969; and

WHEREAS, The stirring, exciting and gratifying achievements in pitching, fielding and hitting of our Chicago Cubs during this season have accounted for the Cub Power fever which has afflicted our City, and are directly responsible for the spirit of civic pride and accomplishment so prevalent among our citizenry, young and old alike; and

WHEREAS, It is impossible to single out any one individual Cub player, they all being "team men"; now, therefore,

*Be It Resolved,* That we, the members of the City Council of the City of Chicago, refraining from any display of geographic baseball partisanship, hereby congratulate our Chicago Cubs on their outstanding achievements; commend them for their good sportsmanship and team spirit; and express to them, our dauntless and invincible champions, our every good wish for continued success in the waning days of the baseball season, that they may widen the gap between themselves and their closest competitors in the Eastern Division of the National League, conquer their counterparts in the Western Division, and proceed inexorably to cinch the Pennant in their League and, inevitably, to capture the crowning glory of baseball, the World Series Championship, bringing to Chicago yet another star in the diadem of the world's greatest sports City; and

*Be It Further Resolved,* That we hereby request, and urge Honorable Richard J. Daley, Mayor, to declare the remaining months of the 1969 Baseball Season to be "The Era of the Fabulous Chicago Cubs" in the annals of our City's sports history.

Alderman Kerwin moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed resolution. The motion *Prevailed.*

On motion of Alderman Kerwin said proposed resolution was *Adopted.*

### Presented by
### ALDERMAN O'ROURKE (48th Ward):

### Permission Granted to Close to Traffic Portion of N. Magnolia Av. for Conduct of Vacation School Program.

A proposed order reading as follows:

*Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to grant permission to the Unity Lutheran Church, Balmoral and Magnolia Avenues, to close to traffic N. Magnolia Avenue from W. Balmoral Avenue to W. Catalpa Avenue, from 10:00 A.M. to 11:30 A.M., daily, during the period from Monday, July 7, 1969 to Friday, July 18, 1969, with the exception of Saturday and Sunday, in connection with the conduct of daily vacation school classes of said church.

On motion of Alderman O'Rourke said proposed order was *Passed.*

### Presented by
### ALDERMAN WIGODA (49th Ward):

### Issuance of Canopy Permit Authorized.

A proposed order reading as follows:

*Ordered,* That the City Comptroller is hereby authorized to issue a permit to Michigan Avenue National Bank, not individually, but as Trustee under Trust No. 1310, to maintain an existing canopy over the sidewalk in W. Howard Street, attached to the building or structure located at Nos. 2033-2035 W. Howard Street, for a period of ten years from and after June 16, 1968, in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Buildings and the Chief Fire Prevention Engineer, said canopy not to exceed 25 feet in length nor 6 feet in width: upon the filing of the application and bond and payment of the initial compensation provided for by ordinances relating to the construction and maintenance of canopies.

On motion of Alderman Wigoda said proposed order was *Passed.*

## 5. FREE PERMITS, LICENSE FEE EXEMPTIONS, CANCELLATION OF WARRANTS FOR COLLECTION, AND WATER RATE EXEMPTIONS, ETC.

**Proposed ordinances, orders, etc. described below, were presented by the aldermen named, and were *Referred to the Committee on Finance,* as follows:**

*Free Permits to Churches, Etc.:*

BY ALDERMAN SCHOLL (41ST WARD):

Serbian Orthodox Cathedral (Holy Resurrection), No. 5701 N. Redwood Drive—construction work.

BY ALDERMAN O'ROURKE (48TH WARD):

The Catholic Bishop of Chicago (St. Thomas of Canterbury Church), No. 4811 N. Kenmore Avenue—remodeling and alteration of exterior and interior of existing church and school buildings, all electrical work and use of water in conjunction therewith.

*License Fee Exemptions for Homes Hospitals, Day Care Centers, Etc.:*

BY ALDERMAN COLLINS (24TH WARD):

Marcy-Newberry Association, Inc., No. 1539 S. Springfield Avenue.

Chicago Health Research Foundation Dispensary, No. 3312 W. Grenshaw Street.

BY ALDERMAN MARZULLO (25TH WARD):

Schwab Rehabilitation Hospital, No. 1401 S. California Boulevard.

BY ALDERMAN SCHOLL (41ST WARD):

St. Andrew Presbyterian Church Day Care Center, No. 7534 W. Berwyn Avenue.

Resurrection Hospital, No. 7435 W. Talcott Road.

BY ALDERMAN MCCUTCHEON (43RD WARD):

Augustana Hospital, No. 411 W. Dickens Avenue.

Roosevelt Memorial Hospital, No. 426 W. Wisconsin Avenue.

BY ALDERMAN KERWIN (46TH WARD):

Illinois Masonic Hospital Association, No. 834 W. Wellington Avenue.

American Hospital, No. 850 W. Irving Park Road.

*Cancellation of Warrants for Collection:*

BY ALDERMAN COLLINS (24TH WARD):

Marcy-Newberry Association, Inc., No. 1539 S. Springfield Avenue—elevator inspection.

BY ALDERMAN GABINSKI (32ND WARD):

Mr. C. Quintana, No. 2059 W. North Avenue—damage to City's electrical equipment.

BY ALDERMAN SCHOLL (41ST WARD):

Resurrection Hospital, No. 7435 W. Talcott Avenue—maintenance of fire alarm box.

Edgebrook Community Church (United Church of Christ), No. 6736 N. Loleta Avenue—sign inspection.

BY ALDERMAN SINGER (44TH WARD):

Belden Avenue Baptist Church, No. 2309 N. Halsted Street— inspection fees.

Second Church of Christ, Scientist, No. 2700 N. Pine Grove Avenue—various inspection fees.

BY ALDERMAN O'ROURKE (FOR ALDERMAN HOELLEN, 47TH WARD):

Y.M.C.A., No. 1725 W. Wilson Avenue—driveway fees (5).

*Cancellation of Existing Water Rates and for Exemption from Future Rates:*

BY ALDERMAN COUSINS (8TH WARD):

First Universalist Church of Chicago, No. 8250 S. Ingleside Avenue and No. 910 E. 83rd Street.

BY ALDERMAN LUPO (9TH WARD):

Hegewisch War Memorial, No. 13532 S. Brandon Avenue.

*Refunds of Fees:*

BY ALDERMAN AIELLO (FOR ALDERMAN LAURINO, 39TH WARD):

Mount Olive Lutheran Church, No. 4251 W. Byron Street—refund of building permit fee.

BY ALDERMAN SCHOLL (41ST WARD):

Serbian Orthodox Cathedral (Holy Resurrection), No. 5701 N. Redwood Drive—refund of building permit fee.

# UNFINISHED BUSINESS.

### Authorization for Acquisition of Stearns Quarry as Depositary for Incinerator Materials, Etc.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on June 23, 1969, pages 5661-5662, recommending that the City Council pass a proposed ordinance transmitted with the committee's report to authorize acquisition of Stearns Quarry for use as depositary for incinerator materials, etc.

Alderman Simon moved to Re-refer the proposed ordinance to the Committee on Finance. The motion was *Lost.*

Alderman Despres then moved to amend the proposed ordinance by adding language to Section 2 of the ordinance to fix the acquisition cost at One Hundred Dollars.

Alderman Keane moved to *Lay the Motion to Amend on the Table.* The motion to Lay on the Table *Prevailed.*

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Simon, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—42.

*Nays*—Alderman Despres—1.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. It is hereby determined and declared that it is useful, desirable and necessary to the City of Chicago that the City of Chicago acquire the following property to be used as a depositary for incinerator materials, packaged waste and compacted inert materials, legally described as follows:

That part of Lot Five (5) in Block Twenty-four (24) in Canal Trustees' Subdivision of the Blocks in South Fractional Half (S. Fract'l. ½) of Section Twenty-nine (29), Township Thirty-nine (39) North, Range Fourteen (14) East of the Third Principal Meridian, lying Northwesterly of center line of Healy's Slough and Southerly of the Southerly lines of Lots Eighteen (18) to Twenty-one (21) in Hoey's Subdivision of Lots Four (4) and Five (5) in Block Twenty-four (24) in said Canal Trustees' Subdivision;

also

Lots Ten (10), Eleven (11) and Twelve (12), except that part of Lot Ten (10) taken for the widening of Poplar Street, also that part of old Quarry Street Sixty-Six (66) feet in width Westerly and adjoining the Westerly line of said Lot Twelve (12) and Southerly of the North line of said Lot extended West, all in Block Twenty-four (24) of Canal Trustees' Subdivision aforementioned;

also

Lot Thirteen and One-half (13½) in (Marcus C. Stearn's) Subdivision of Lot Thirteen (13) and part of Wrong Street (vacated) in Block Twenty-four (24) of Canal Trustees' Subdivision aforementioned;

also

Lot B in the Subdivision of Lot Four (4) and part of Lot Five (5) in Block Twenty-four (24) of Canal Trustees' Subdivision aforementioned (except that part of Lot B aforesaid taken for the opening of Poplar Street).

SECTION 2. The Corporation Counsel is authorized and directed to negotiate with the owner or owners for purchase of the property described above. In case the Corporation Counsel is able to agree with the owner or owners of said property upon the purchase price thereof, he is authorized to purchase said property subject to the approval of the City Council.

SECTION 3. In case of the inability of the Corporation Counsel to agree with the owner or owners of said property upon the purchase price thereof, or in case the owner or owners, or any of them, are incapable of consenting to the sale thereof, or in case the name or residence of said owner or owners are unknown, or they are non-residents of the State of Illinois, then the Corporation Counsel shall institute and prosecute condemnation proceedings in the name of and on behalf of the City of Chicago for the purpose of acquiring title to said property under the City's right to eminent domain and said property is hereby declared to be useful, advantageous, desirable and necessary to the City of Chicago for the use and purposes set forth above.

SECTION 4. This ordinance shall take effect and be in full force from and after its passage.

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### Authority Granted for Lease Agreement with Illinois Men's and Boys' Apparel Club, Inc. for Space for Trade Show at Navy Pier.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on June 23, 1969, pages 5657-5658, recommending that the City Council pass a proposed ordinance transmitted with the committee's report to authorize a lease agreement with Illinois Men's and Boys' Apparel Club, Inc. for lease of space for trade show in the north hall at Navy Pier.

On motion of Alderman Keane the said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Simon, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Port Director and the City Comptroller, subject to approval as to form and legality of the Corporation Counsel are authorized to execute in behalf of the City of Chicago an agreement with Illinois Men's and Boys' Apparel Club, Inc., 36 South State Street, Chicago, Illinois 60603, said agreement to be in substantially the following form:

This Agreement made this 22nd day of April, A.D. 1969, between the City of Chicago, a municipal corporation of the State of Illinois, hereinafter called "Landlord" and Illinois Men's and Boys' Apparel Club, Inc., 36 South State Street, Chicago, Illinois 60603, a corporation organized and existing by virtue of the laws of the State of Illinois, hereinafter called "Tenant".

WITNESSETH:

That Landlord, for and in consideration of the terms and conditions, both general and special, hereinafter contained and made on the part of Tenant, does hereby grant to Tenant for use only by Tenant, the privileges hereinafter described on premises at Navy Pier, foot of Grand Avenue, Chicago, Illinois 60611, hereinafter called "Pier", a plat of said Pier being attached hereto.

This Agreement shall consist of three parts:

Part I —General Conditions
Part II —Special Conditions
numbered 1 to 5
Part III—Exhibits and Attachments

All constituting the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences, shall be implied or impressed upon such agreement that are not set forth herein at length.

[Part I—General Conditions attached to this ordinance is common to "Part I—General Conditions" printed on pages 5491-5494 of the Journal of Proceedings of May 14, 1969]

### PART II—SPECIAL CONDITIONS

1. *Premises*

Landlord leases to Tenant the following areas of Navy Pier, Chicago, Illinois 60611, and areas known as "lean-to-areas" that may be available for storage purposes (without additional cost) that are immediately adjacent and adjoining the leased area, all as appears on the attached Exhibit:

| | |
|---|---|
| 45,000 sq. ft. | North Hall |
| None sq. ft. | South Hall |
| None sq. ft. | West Hall |
| 45,000 sq. ft. | Total—Gross |

2. *Purpose*

Tenant shall use the demised premises for the purpose of staging Trade Show featuring Men's and Boys' Wearing Apparel from October 4 through October 8, 1969, and for no other purpose whatsoever.

3. *Term*

The term of this Agreement shall begin on the 3rd day of October, 1969, at 12:01 A.M. and shall terminate on the 9th day of October, 1969, at 12:00 midnight.

4. *Rental*

Tenant shall pay Landlord as rent for the demised premises at the rate of 10¢ per square foot for the entire period of occupancy the total sum of Forty-five Hundred and no/100 Dollars ($4500.-00), payable as follows:

A. $1000.00 upon the execution of this Agreement by Tenant, and

B. the balance on or before the 30th day prior to the first day of the term hereof.

Said rental payments to be made by certified check at the office of the Port Director, Navy Pier, Chicago, Illinois 60611.

5. *Operations*

A. Tenant shall deposit with the Director on or before the 30th day prior to the first day or the term hereof a certified check in the sum of $1500.-00 as a deposit on account of utilities and services furnished by Landlord and to be paid by Tenant.

B. No alcoholic beverages of any kind shall be sold, given away or used in the demised premises.

C. Unless consent in writing from the Director is first received, Tenant shall not operate or put up any engine, motor or machinery on the demised premises or use oils, burning fluids, camphene, kerosene, naptha or gasoline for either mechanical or other purposes, or any other agent other than electricity for illuminating the demised premises.

D. No portion of the sidewalks, entries, passageways, vestibules, halls or stairways, or access to public utilities of said building shall be obstructed by Tenant or used for any other purpose other than for ingress and egress from the demised premises. The doors, skylights, stairways or openings that reflect or admit light into any place in the building, including hallways, corridors and passageways, radiators and house lighting appurtenances shall not be covered or obstructed by Tenant. The water closets or other water apparatus shall not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, papers or other substances shall be thrown therein. Tenant will permit no chair or movable seat to be or remain in the passageways and will keep said passageways clear at all times.

E. If said premises or any portion of said building thereof including any and all utilities shall be damaged by the act, default or negligence of the Tenant, or of Tenant's agents, employees, patrons, guests, or any person admitted to said premises by Tenant, Tenant shall pay to Landlord upon demand such sum as shall be necessary to restore said premises to their present condition. Tenant hereby assumes full responsibility for the acts and conduct of all persons admitted to said premises or any portion of said building by the consent of the Tenant or by or with the consent of any person acting for or in behalf of said Tenant, and said Tenant agrees to have on hand at all times, at its own expense, such security force as is deemed necessary by the Director to maintain order and to protect persons and property.

F. It shall be the sole responsibility and authority of the Fire Commissioner of the City of Chicago in determining the total number of persons to be admitted at any and all times to Navy Pier, or any part or section thereof, and his decision, or that of his authorized representative shall be final.

G. Landlord shall have the exclusive right to collect and have custody of articles left in the building by persons attending any performance, exhibition or entertainment given or held in the demised premises, and Tenant, or any persons in Tenant's employ, shall not collect or interfere with the collection or custody of such articles.

H. Landlord reserves the right to eject any objectionable person or persons from said building, and upon the exercise of this right by the Director, his representatives, agents or policemen, the Tenant hereby waives any right and all claims for damages against the City of Chicago and its employees and agents.

I. Designated staff members of the City of Chicago may enter the building and all of the demised premises at any time and on any occasion.

J. Tenant shall not transmit a description of any portion of its operation by means of radio broadcasting or television without first having received written permission from the Director.

K. Landlord reserves the exclusive right to enter into contracts with concessionaires for the operation of any and all concessions in or about the building known as Navy Pier, and further reserves the right to place and locate these concessionaires wherever Landlord deems necessary, be they in the premises herein demised or elsewhere in and about the said building. Tenant is expressly forbidden from entering into its own concession agreements for any product or service, and herewith agrees that it shall make available to the Landlord's concessionaires whatever space is deemed necessary by the Director for purposes of ingress, egress and servicing said concessions.

L. No performance, exhibition or entertainment shall be given or held on the demised premises which shall be objected to by Landlord.

M. Tenant shall provide at its own expense all porters and matrons for toilet areas to keep same in an exceptionally clean and sanitary condition and shall also provide at its own expense all ticket sellers, ticket takers, ushers, crowd directors and any security service required at the direction of the Director.

N. Any and all matters not herein expressly provided for shall be at the discretion of the Director.

In Witness Whereof, The parties hereto have caused this instrument to be signed in triplicate under their respective seals on the day and year first above written.

[Signature forms and Exhibit omitted]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

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## Authority Granted for Lease Agreement with Style Exhibitors, Inc. for Lease of Space for Trade Show at Navy Pier.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on June 23, 1969, pages 5658-5660, recommending that the City Council pass a proposed ordinance transmitted with the committee's report to authorize a lease agreement with Style Exhibitors, Inc. for lease of space for trade show at Navy Pier.

On motion of Alderman Keane the said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Simon, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Port Director and the City Comptroller, subject to approval as to form and legality of the Corporation Counsel are authorized to execute in behalf of the City of Chicago an agreement with Style Exhibitors, Inc., 222 West Adams Street, Chicago, Illinois 60606, said agreement to be in substantially the following form:

This Agreement made this 25th day of April A.D. 1969, between the City of Chicago, a municipal corporation of the State of Illinois, hereinafter called "Landlord" and Style Exhibitors, Inc., 222 West Adams Street, Chicago, Illinois 60606, a corporation organized and existing by virtue of the laws of the State of Illinois, hereinafter called "Tenant".

WITNESSETH:

That Landlord, for and in consideration of the terms and conditions, both general and special, hereinafter contained and made on the part of Tenant, does hereby grant to Tenant for use only by Tenant, the privileges hereinafter described on premises at Navy Pier, foot of Grand Avenue, Chicago, Illinois 60611, hereinafter called "Pier", a plat of said Pier being attached hereto.

This Agreement shall consist of three parts:

Part I—General Conditions
Part II—Special Conditions
numbered 1 to 5
Part III—Exhibits and Attachments

All constituting the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences, shall be implied or impressed upon such agreement that are not set forth herein at length.

[Part I—General Conditions attached to this ordinance is common to "Part I—General Conditions" printed on pages 5491-5494 of the Journal of Proceedings of May 14, 1969]

PART II—SPECIAL CONDITIONS

1. *Premises*

Landlord leases to Tenant the following areas of Navy Pier, Chicago, Illinois 60611, and areas known as "lean-to-areas" that may be available for storage purposes (without additional cost) that are immediately adjacent and adjoining the leased area, all as appears on the attached Exhibit:

| | |
|---|---|
| 60,720 sq. ft. | North Hall |
| 54,120 sq. ft. | South Hall |
| 7,000 sq. ft. | West Hall |
| 121,840 sq. ft. | Total-Gross |

2. *Purpose*

Tenant shall use the demised premises for the purpose of staging Trade Show featuring Women's Fashions from August 24 through August 28, 1969 and for no other purpose whatsoever.

3. *Term*

The term of this Agreement shall begin on the 23rd day of August, 1969, at 12:01 A.M. and shall terminate on the 29th day of August, 1969, at 12:00 midnight.

4. *Rental*

Tenant shall pay Landlord as rent for the demised premises at the rate of 10¢ per square foot for the entire period of occupancy the total sum of Twelve Thousand One Hundred Eighty-four and no/100 Dollars ($12,184.00), payable as follows:

A. $1,000.00 upon the execution of this Agreement by Tenant, and

B. The balance on or before the 30th day prior to the first day of the term hereof, said rental payments to be made by certified check at the office of the Port Director, Navy Pier, Chicago, Illinois 60611.

5. *Operations*

A. Tenant shall deposit with the Director on or before the 30th day prior to the first day of the term hereof a certified check in the sum of $2,000.00 as a deposit on account of utilities and services furnished by Landlord and to be paid by Tenant.

B. No alcoholic beverages of any kind shall be sold, given away or used in the demised premises.

C. Unless consent in writing from the Director is first received, Tenant shall not operate or put up any engine, motor or machinery on the demised premises or use oils, burning fluids, camphene, kerosene, naphtha or gasoline for either mechanical or other purposes, or any other agent other than electricity for illuminating the demised premises.

D. No portion of the sidewalks, entries, passageways, vestibules, halls or stairways, or access to public utilities of said building shall be obstructed by Tenant or used for any other purpose other than for ingress and egress from the demised premises. The doors, skylights, stairways or openings that reflect or admit light into any place in the building, including hallways, corridors and passageways, radiators and house lighting appurtenances shall not be covered or obstructed by Tenant. The water closets or other water apparatus shall not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, papers or other substances shall be thrown therein. Tenant will permit no chair or movable seat to be or remain in the passageways and will keep said passageways clear at all times.

E. If said premises or any portion of said building thereof including any and all utilities shall be damaged by the act, default or negligence of the Tenant, or of Tenant's agents, employees, patrons, guests, or any person admitted to said premises by Tenant, Tenant shall pay to Landlord upon demand such sum as shall be necessary to restore said premises to their present condition. Tenant hereby assumes full responsibility for the acts and conduct of all persons admitted to said premises or any portion of said building by the consent of the Tenant or by or with the consent of any person acting for or behalf of said Tenant, and said Tenant agrees to have on hand at all times, at its own expense, such security force as is deemed necessary by the Director to maintain order and to protect persons and property.

F. It shall be the sole responsibility and authority of the Fire Commissioner of the City of Chicago in determining the total number of persons to be admitted at any and all times to Navy Pier, or any part or section thereof, and his decision, or that of his authorized representative shall be final.

G. Landlord shall have the exclusive right to collect and have custody of articles left in the building by persons attending any performance, exhibition or entertainment given or held in the demised premises, and Tenant, or any persons in Tenant's employ, shall not collect nor interfere with the collection or custody of such articles.

H. Landlord reserves the right to eject any objectionable person or persons from said building, and upon the exercise of this right by the Director, his representatives, agents or policemen, the Tenant hereby waives any right and all claims for damages against the City of Chicago and its employees and agents.

I. Designated staff members of the City of Chicago may enter the building and all of the demised premises at any time and on any occasion.

J. Tenant shall not transmit a description of any portion of its operation by means of radio broadcasting or television without first having received written permission from the Director.

K. Landlord reserves the exclusive right to enter into contracts with concessionaires for the operation of any and all concessions in or about the building known as Navy Pier, and further reserves the right to place and locate these concessionaries wherever Landlord deems necessary, be they in the premises herein demised or elsewhere in and about the said building. Tenant is expressly forbidden from entering into its own concession agreements for any product or service, and herewith agrees that it shall make available to the Landlord's concessionaires whatever space is deemed necessary by the Director for purposes of ingress, egress and servicing said concessions.

L. No performance, exhibition or entertainment shall be given or held on the demised premises which shall be objected to by Landlord.

M. Tenant shall provide at its own expense all porters and matrons for toilet areas to keep same in an exceptionally clean and sanitary condition and shall also provide at its own expense all ticket sellers, ticket takers, ushers, crowd directors and any security service required at the direction of the Director.

N. Any and all matters not herein expressly provided for shall be at the discretion of the Director.

In Witness Whereof, the parties herein expressly caused this instrument to be signed in triplicate under their respective seals on the day and year first above written.

[Signature forms and Exhibit omitted]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

---

## Authority Granted for Lease Agreement with Style Exhibitors, Inc. for Lease of Space for Trade Show at Navy Pier.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on June 23, 1969, pages 5660-5661, recommending that the City Council pass a proposed ordinance transmitted with the committee's report to authorize a lease agreement with Style Exhibitors, Inc. for lease of space for Trade Show at Navy Pier.

On motion of Alderman Keane the said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Simon, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Port Director and the City Comptroller, subject to approval as to form and legality of the Corporation Counsel are authorized to execute in behalf of the City of Chicago an agreement with Style Exhibitors, Inc., 222 West Adams Street, Chicago, Illinois 60606, said agreement to be in substantially the following form:

This Agreement made this 28th day of April A.D. 1969, between the City of Chicago, a municipal corporation of the State of Illinois, hereinafter called "Landlord" and Style Exhibitors, Inc., 222 West Adams Street, Chicago, Illinois 60606, a corporation organized and existing by virtue of the laws of the State of Illinois, hereinafter called "Tenant".

WITNESSETH:

That Landlord, for and in consideration of the terms and conditions, both general and special, hereinafter contained and made on the part of Tenant, does hereby grant to Tenant for use only by Tenant, the privileges hereinafter described on premises at Navy Pier, foot of Grand Avenue, Chicago, Illinois 60611, hereinafter called "Pier", a plat of said Pier being attached hereto.

This Agreement shall consist of three parts:

Part I—General Conditions

Part II—Special Conditions numbered 1 to 5

Part III—Exhibits and Attachments

All constituting the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences, shall be implied or impressed upon such agreement that are not set forth herein at length.

[Part 1—General Conditions attached to this ordinance is common to "Part I—General Conditions" printed on pages 5491-5494 of the Journal of Proceedings of May 14, 1969]

### PART II—SPECIAL CONDITIONS

1. *Premises*

Landlord leases to Tenant the following areas of Navy Pier, Chicago, Illinois 60611, and areas known as "lean-to-areas" that may be available for storage purposes (without additional cost) that are immediately adjacent and adjoining the leased area, all as appears on the attached Exhibit:

| | |
|---|---|
| 60,720 sq. ft. | North Hall |
| 54,120 sq. ft. | South Hall |
| 7,000 sq. ft. | West Hall |
| 121,840 sq. ft. | Total-Gross |

2. *Purpose*

Tenant shall use the demised premises for the purpose of staging Trade Show featuring Women's Fashions from November 9 through November 13, 1969 and for no other purpose whatsoever.

3. *Term*

The term of this Agreement shall begin on the 8th day of November, 1969, at 12:01 A.M. and shall terminate on the 14th day of November, 1969, at 12:00 midnight.

4. *Rental*

Tenant shall pay Landlord as rent for the demised premises at the rate of 10¢ per square foot for the entire period of occupancy the total sum of Twelve Thousand One Hundred Eighty-four and no/100 dollars ($12,184.00), payable as follows:

A. $1,000.00 upon the execution of this Agreement by Tenant, and

B. the balance on or before the 30th day prior to the first day of the term hereof, said rental payments to be made by certified check at the office of the Port Director, Navy Pier, Chicago, Illinois 60611.

5. *Operations*

A. Tenant shall deposit with the Director on or before the 30th day prior to the first day of the term hereof a certified check in the sum of $4,000.00 as a deposit on account of utilities and services furnished by Landlord and to be paid by Tenant.

B. No alcoholic beverages of any kind shall be sold, given away or used in the demised premises.

C. Unless consent in writing from the Director is first received, Tenant shall not operate or put up any engine, motor or machinery on the demised premises or use oils, burning fluids, camphene, kerosene, naptha or gasoline for either mechanical or other purposes, or any other agent other than electricity for illuminating the demised premises.

D. No portion of the sidewalks, entries, passageways, vestibules, halls or stairways, or access to public utilities of said building shall be obstructed by Tenant or used for any other purpose other than for ingress and egress from the demised premises. The doors, skylights, stairways or openings that reflect or admit light into any place in the building, including hallways, corridors and passageways, radiators and house lighting appurtenances shall not be covered or obstructed by Tenant. The water closets or other water apparatus shall not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, papers or other substances shall be thrown therein. Tenant will permit no chair or movable seat to be or remain in the passageways and will keep said passageways clear at all times.

E. If said premises or any portion of said building thereof including any and all utilities shall be damaged by the act, default or negligence of the Tenant, or of Tenant's agents, employees, patrons, guests, or any person admitted to said premises by Tenant, Tenant shall pay to Landlord upon demand such sum as shall be necessary to restore said premises to their present condition. Tenant hereby assumes full responsibility for the acts and conduct of all persons admitted to said premises or any portion of said building by the consent of the Tenant or by or with the consent of any person acting for or in behalf of said Tenant, and said Tenant agrees to have on hand at all times, at its own expense, such security force as is deemed necessary by the Director to maintain order and to protect persons and property.

F. It shall be the sole responsibility and authority of the Fire Commissioner of the City of Chicago in determining the total number of persons to be admitted at any and all times to Navy Pier, or any part or section thereof, and his decision, or that of his authorized representative shall be final.

G. Landlord shall have the exclusive right to collect and have custody of articles left in the building by persons attending any performance, exhibition or entertainment given or held in the demised premises, and Tenant, or any persons in Tenant's employ, shall not collect nor interfere with the collection or custody of such articles.

H. Landlord reserves the right to eject any objectionable person or persons from said building, and upon the exercise of this right by the Director, his representatives, agents or policemen, the Tenant hereby waives any right and all claims for damages against the City of Chicago and its employees and agents.

I. Designated staff members of the City of Chicago may enter the building and all of the demised premises at any time and on any occasion.

J. Tenant shall not transmit a description of any portion of its operation by means of radio broadcasting or television without first having received written permission from the Director.

K. Landlord reserves the exclusive right to enter into contracts with concessionaires for the operation of any and all concessions in or about the building known as Navy Pier, and further reserves the right to place and locate these concessionaires wherever Landlord deems necessary, be they in the premises herein demised or elsewhere in and about the said building. Tenant is expressly forbidden from entering into its own concession agreements for any product or service, and herewith agrees that it shall make available to the Landlord's concessionaires whatever space is deemed necessary by the Director for purposes of ingress, egress and servicing said concessions.

L. No performance, exhibition or entertainment shall be given or held on the demised premises which shall be objected to by Landlord.

M. Tenant shall provide at its own expense all porters and matrons for toilet areas to keep same in an exceptionally clean and sanitary condition and shall also provide at its own expense all ticket sellers, ticket takers, ushers, crowd directors and any security service required at the direction of the Director.

N. Any and all matters not herein expressly provided for shall be at the discretion of the Director.

In Witness Whereof, the parties hereto have caused this instrument to be signed in triplicate under their respective seals on the day and year first above written.

[Signature forms and Exhibit omitted]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

## Chicago Zoning Ordinance Amended to Reclassify Particular Areas.

On motion of Alderman Metcalfe the City Council took up for consideration the report of the Committee on Buildings and Zoning deferred and published on June 23, 1969, pages 5662-5663, recommending that the City Council pass seven proposed ordinances transmitted with the committee's report for amendment of the Chicago Zoning Ordinance to reclassify particular areas.

On separate motions made by Alderman Metcalfe *each* of said proposed ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Simon, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

Said seven ordinances as passed read respectively as follows (the Italic heading in each case not being a part of the ordinance):

### *Reclassification of Area Shown on Map No. 9-G.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B3-5 General Retail District symbols and indications as shown on Map No. 9-G in the area bounded by

a line 142 feet north of W. Grace Street; N. Broadway; W. Grace Street; and a line 268 feet west of N. Broadway,

to those of a B4-5 Restricted Service District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

### *Reclassification of Area Shown on Map No. 9-G.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B3-4 General Retail and all the B4-4 Restricted Service District symbols and indications as shown on Map No. 9-G in the area bounded by

W. Sheridan Road; N. Broadway; a line 142 feet north of W. Grace Street; a line 266 feet west of N. Broadway; a line 200 feet north of W. Grace Street; the west line of the alley next east of and parallel to N. Fremont Street; a line 128 feet south of W. Sheridan Road; and a line 229 feet east of N. Fremont Street,

to those of a B4-5 Restricted Service District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

### *Reclassification of Area Shown on Map No. 9-I.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 9-I in the area bounded by

a line 154 feet north of W. Melrose Avenue; N. California Avenue; the alley next north of and parallel to W. Belmont Avenue; the alley next northeast of and parallel to N. Elston Avenue; W. Melrose Street; the alley next west of and parallel to N. California Avenue; the alley next north of and parallel to W. Melrose Street; and the alley next west of and parallel to N. California Avenue,

to those of a C1-1 Restricted Commercial District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

### *Reclassification of Area Shown on Map No. 9-L.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 9-L in the area bounded by

W. Byron Street; a line 150 feet east of N. Lamon Avenue; the alley next south of and parallel to W. Byron Street; and N. Lamon Avenue,

to those of an R4 General Residence District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

### *Reclassification of Area Shown on Map No. 13-G.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R7 General Residence District and B4-4 Restricted Service District symbols and indications as shown on Map No. 13-G in the area bounded by

a line 600 feet South of W. Bryn Mawr Avenue; the West Boundary Line of Lincoln Park; W. Berwyn Avenue: and N. Sheridan Road,

to the designation of a Residential Planned Development which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part hereof and to no others.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[Plan of Development attached to this ordinance printed on pages 5802-5804 of this Journal.]

*Reclassification of Area Shown on Map No. 16-E.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 16-E in the area bounded by

> E. 63rd Street; a line 129.5 feet east of the east line of S. Prairie Avenue; a line drawn from a point 290 feet south of E. 63rd Street and 129.5 feet east of the east line of S. Prairie Avenue to a point 559 feet south of E. 63rd Street and 73.12 feet east of the east line of S. Prairie Avenue; a line 559 feet south of E. 63rd Street; a line 47.74 feet east of the east line of S. Prairie Avenue; a line 909 feet south of E. 63rd Street; and the east line of S. Prairie Avenue,

to those of a B4-3 Restricted Service District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification of Area Shown on Map No. 32-A.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-1 Restricted Service District symbols and indications as shown on Map 32-A in the area bounded by

> E. 134th Street; a line 1308 feet east of S. Avenue K; a line 125 feet south of E. 134th Street; and a line 1108 feet east of S. Avenue K,

to those of a C1-1 Restricted Commercial District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

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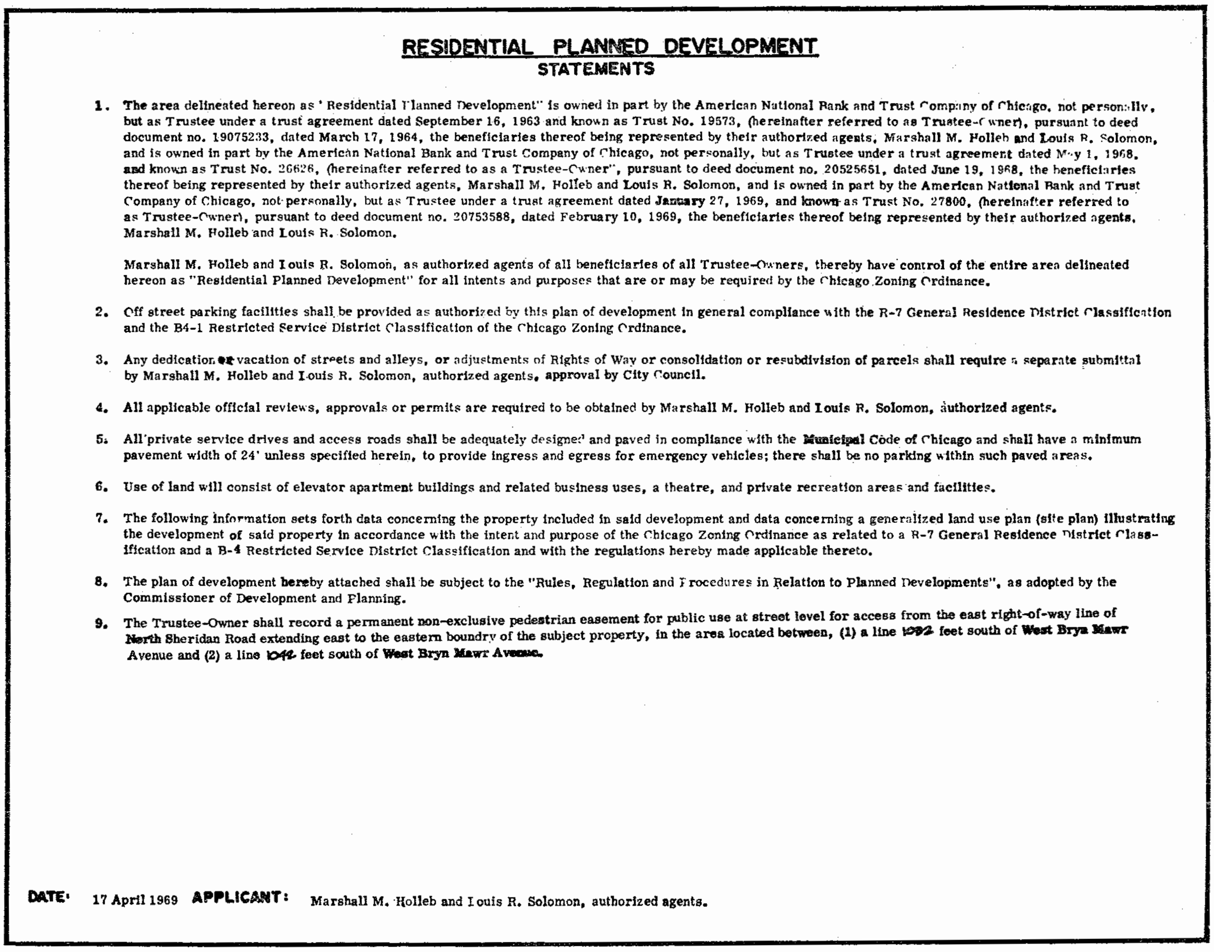
**Issuance of Permit Authorized for Erection of Illuminated Sign.**

On motion of Alderman Metcalfe the City Council took up for consideration the report of the Committee on Buildings and Zoning deferred and published on June 23, 1969, page 5663, recommending that the City Council pass a proposed order transmitted with the committee's report to authorize the issuance of a permit for the erection and maintenance of an illuminated sign as follows:

| *Permittee* | *Location* | *Dimensions* |
|---|---|---|
| Quality Interiors (Arrow Sign Company) | N. 3125 N. Central Avenue | 122 square feet |

On motion of Alderman Metcalfe the committee's recommendation was Concurred In and said proposed order was *Passed.*

(Continued on page 5805)



## RESIDENTIAL PLANNED DEVELOPMENT
### STATEMENTS

1. The area delineated hereon as "Residential Planned Development" is owned in part by the American National Bank and Trust Company of Chicago, not personally, but as Trustee under a trust agreement dated September 16, 1963 and known as Trust No. 19573, (hereinafter referred to as Trustee-Owner), pursuant to deed document no. 19075233, dated March 17, 1964, the beneficiaries thereof being represented by their authorized agents, Marshall M. Holleb and Louis R. Solomon, and is owned in part by the American National Bank and Trust Company of Chicago, not personally, but as Trustee under a trust agreement dated May 1, 1968, and known as Trust No. 26626, (hereinafter referred to as a Trustee-Owner", pursuant to deed document no. 20525651, dated June 19, 1968, the beneficiaries thereof being represented by their authorized agents, Marshall M. Holleb and Louis R. Solomon, and is owned in part by the American National Bank and Trust Company of Chicago, not personally, but as Trustee under a trust agreement dated January 27, 1969, and known as Trust No. 27800, (hereinafter referred to as Trustee-Owner), pursuant to deed document no. 20753588, dated February 10, 1969, the beneficiaries thereof being represented by their authorized agents, Marshall M. Holleb and Louis R. Solomon.

   Marshall M. Holleb and Louis R. Solomon, as authorized agents of all beneficiaries of all Trustee-Owners, thereby have control of the entire area delineated hereon as "Residential Planned Development" for all intents and purposes that are or may be required by the Chicago Zoning Ordinance.

2. Off street parking facilities shall be provided as authorized by this plan of development in general compliance with the R-7 General Residence District Classification and the B4-1 Restricted Service District Classification of the Chicago Zoning Ordinance.

3. Any dedication or vacation of streets and alleys, or adjustments of Rights of Way or consolidation or resubdivision of parcels shall require a separate submittal by Marshall M. Holleb and Louis R. Solomon, authorized agents, approval by City Council.

4. All applicable official reviews, approvals or permits are required to be obtained by Marshall M. Holleb and Louis R. Solomon, authorized agents.

5. All private service drives and access roads shall be adequately designed and paved in compliance with the Municipal Code of Chicago and shall have a minimum pavement width of 24' unless specified herein, to provide ingress and egress for emergency vehicles; there shall be no parking within such paved areas.

6. Use of land will consist of elevator apartment buildings and related business uses, a theatre, and private recreation areas and facilities.

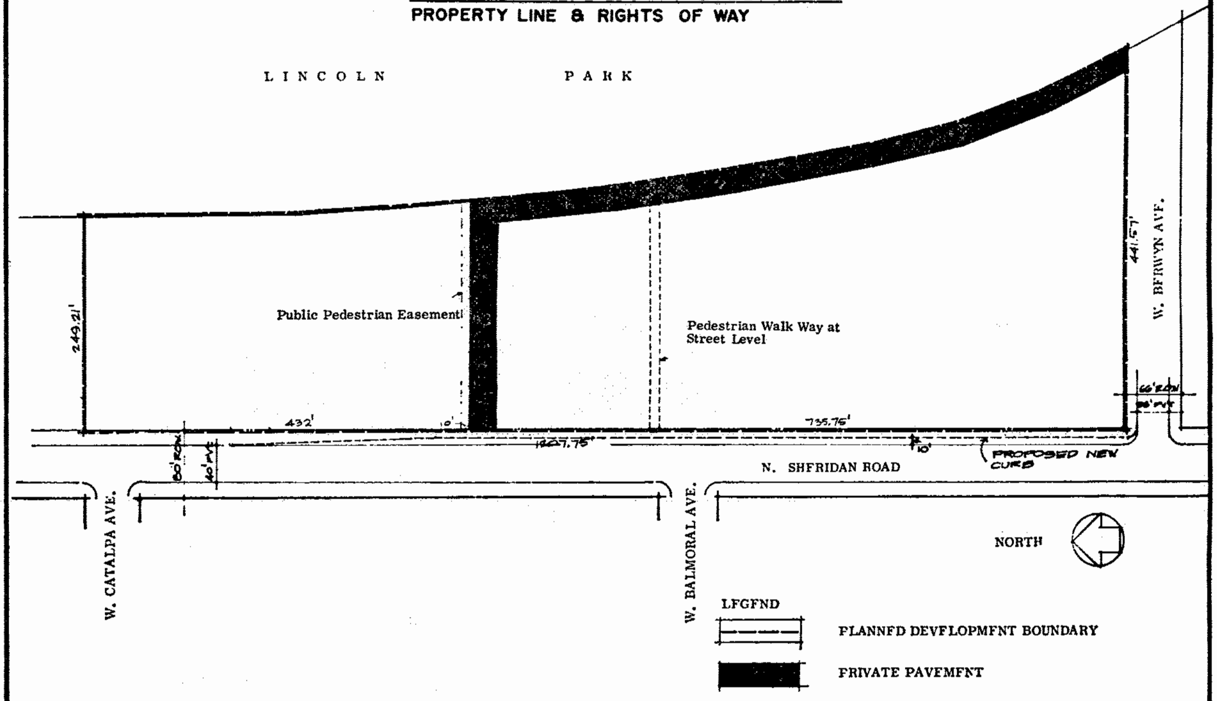
7. The following information sets forth data concerning the property included in said development and data concerning a generalized land use plan (site plan) illustrating the development of said property in accordance with the intent and purpose of the Chicago Zoning Ordinance as related to a R-7 General Residence District Classification and a B-4 Restricted Service District Classification and with the regulations hereby made applicable thereto.

8. The plan of development hereby attached shall be subject to the "Rules, Regulation and Procedures in Relation to Planned Developments", as adopted by the Commissioner of Development and Planning.

9. The Trustee-Owner shall record a permanent non-exclusive pedestrian easement for public use at street level for access from the east right-of-way line of North Sheridan Road extending east to the eastern boundry of the subject property, in the area located between, (1) a line 1092 feet south of West Bryn Mawr Avenue and (2) a line 1042 feet south of West Bryn Mawr Avenue.

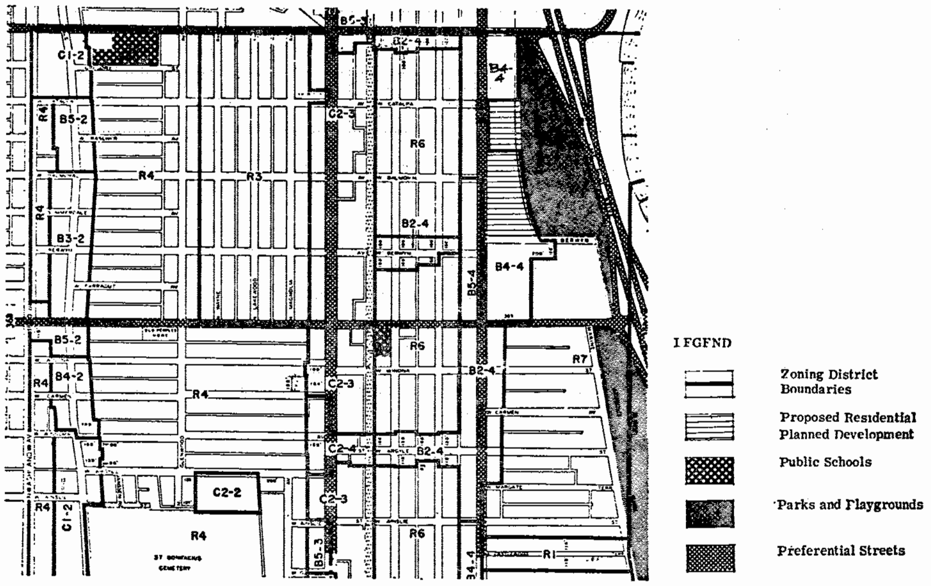
**DATE:** 17 April 1969 **APPLICANT:** Marshall M. Holleb and Louis R. Solomon, authorized agents.

## RESIDENTIAL PLANNED DEVELOPMENT
### PROPERTY LINE & RIGHTS OF WAY


LINCOLN PARK
249.21'
Public Pedestrian Easement
Pedestrian Walk Way at Street Level
432'
10'
1227.75'
735.75'
10'
44.57'
W. BERWYN AVE.
66' ROW
36' PVT
PROPOSED NEW CURB
N. SHERIDAN ROAD
80' ROW
40' PVT
W. CATALPA AVE.
W. BALMORAL AVE.
NORTH
LEGEND
PLANNED DEVELOPMENT BOUNDARY
PRIVATE PAVEMENT

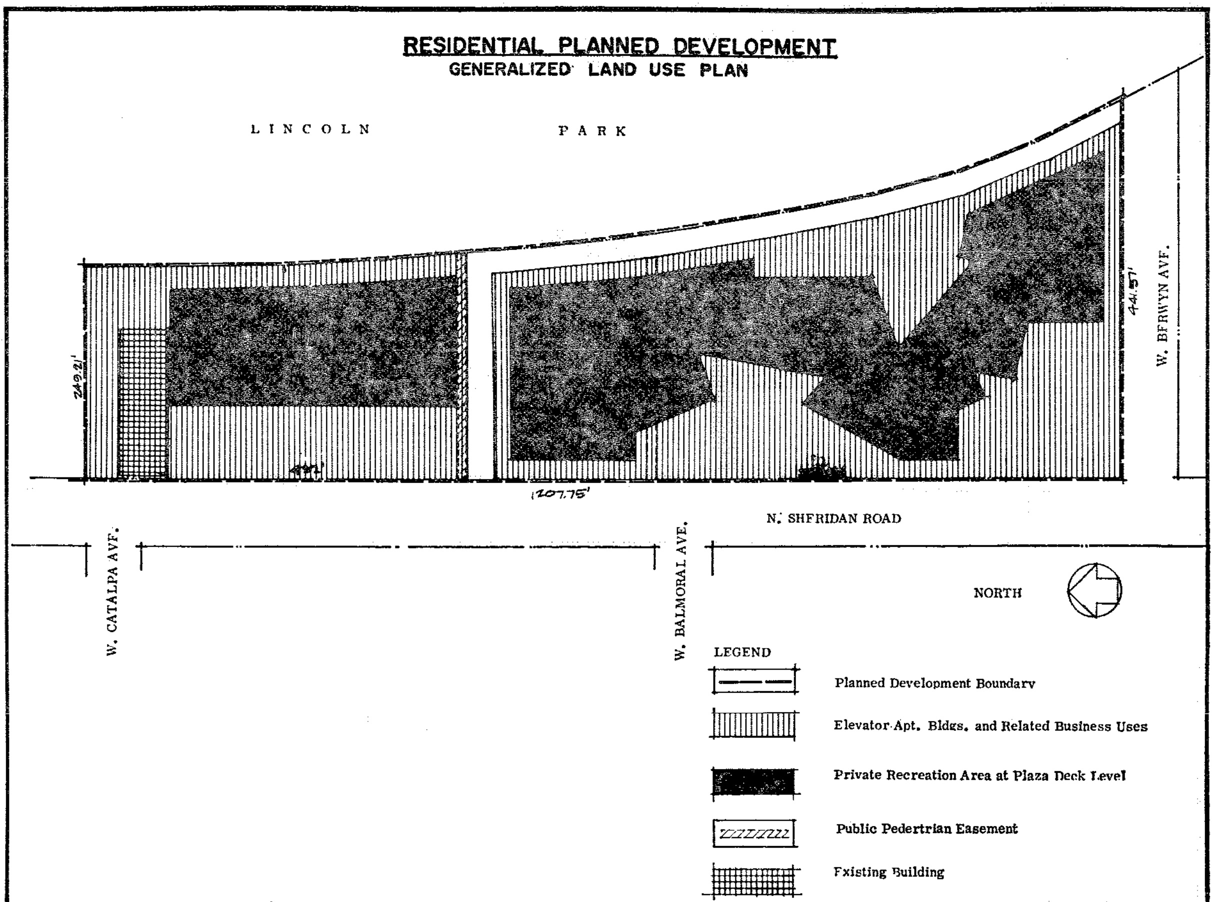
**DATE:** 17 April 1969 **APPLICANT:** Marshall M. Holleb and Louis R. Solomon, authorized agents.

## RESIDENTIAL PLANNED DEVELOPMENT
### EXISTING ZONING & PREFERENTIAL STREETS


C1-2
B5-3
B2-4
B4-4
R4
B5-2
R4
R3
R6
C2-3
B3-2
B2-4
B4-4
B5-4
B5-2
R4
B4-2
R6
R7
C2-3
B2-4
C2-4
B2-4
C2-2
C2-3
R4
C1-2
R4
ST BONIFACE CEMETERY
B5-3
R6
B4-4
R1
LEGEND
Zoning District Boundaries
Proposed Residential Planned Development
Public Schools
Parks and Playgrounds
Preferential Streets

**DATE:** 17 April 1969 **APPLICANT:** Marshall M. Holleb and Louis R. Solomon, authorized agents.

## RESIDENTIAL PLANNED DEVELOPMENT
### GENERALIZED LAND USE PLAN


LINCOLN PARK
249.21'
44.57'
W. BERWYN AVE.
1207.75'
N. SHERIDAN ROAD
W. CATALPA AVE.
W. BALMORAL AVE.
NORTH
LEGEND
Planned Development Boundary
Elevator Apt. Bldgs. and Related Business Uses
Private Recreation Area at Plaza Deck Level
Public Pedestrian Easement
Existing Building

**DATE:** 1 Apr 1969 **APPLICANT:** Marshall M. Holleb and Louis R. Solomon, authorized agents.

## RESIDENTIAL PLANNED DEVELOPMENT
### USE & BULK REGULATIONS & DATA

| SITE AREA | | GENERAL DESCRIPTION | MAX. NO. OF D. U. S. | MAX. PERMITTED F.A.R. | MAX. % OF LAND COVERAGE |
|---|---|---|---|---|---|
| SQ. FT. | ACRES | | | | |
| 362,651 | 8.33 | ELEVATOR APTS. AND RELATED BUSINESS USES, AND RECREATION FACILITIES (3.5 ACRES*) | 3210 | 10 | 25% |

**Gross Site Area:** Net Site Area 7.74 acres and private R.O.W. 0.59 acres = 8.33 acres

Max. No. of D.U.S./Acre = 386
Min. No. of parking spaces = 2440 (ratio 0.75:1)
Min. No. of off street loading spaces shall be provided in accordance with the Chicago Zoning Ordinance subject to review of the Department of Streets and Sanitation and approved by the Department of Development and Planning.
**Min. distances between buildings with facing living room windows: 80'**

Minimum periphery setbacks:
Boundary and front yard: 15 feet
Boundary and side yard: 10 feet

Setbacks and yard requirements may be adjusted where required to permit conformance to the architectural arrangement of said development, subject to the approval of the Department of Development and Planning.
*Reserved space for recreation to be provided at plaza deck level.

**DATE:** 17 April 1969 **APPLICANT:** Marshall M. Holleb and Louis R. Solomon, authorized agents.

(Continued from page 5802)

*Failed to Pass*—PROPOSED ORDINANCES FOR AMENDMENT OF CHICAGO ZONING ORDINANCE TO RECLASSIFY PARTICULAR AREAS *(Adverse Committee Recommendations).*

On motion of Alderman Metcalfe the City Council took up for consideration the report of the Committee on Buildings and Zoning deferred and published on June 23, 1969, pages 5663-5664, recommending that the City Council *Do Not Pass* five proposed ordinances transmitted with the committee's report for amendment of the Chicago Zoning Ordinance to reclassify particular areas.

Alderman Metcalfe moved to *Concur In* the committee's recommendations. The question in reference to each proposed ordinance thereupon became: *"Shall the proposed ordinance Pass, notwithstanding the committee's adverse recommendation?"* and the several questions being so put, *each* of the said proposed ordinances *Failed to Pass,* by yeas and nays as follows: *Yeas*—None; *Nays*—43.

Said proposed ordinances which *Failed to Pass* proposed to amend the Chicago Zoning Ordinance to reclassify particular areas, and are summarized as follows:

To classify as a C2-1 General Commercial District instead of a C1-1 Restricted Commercial District the area bounded by

W. Wilson Avenue; the alley next east of and parallel to N. Pulaski Road; W. Sunnyside Avenue; and N. Pulaski Road (Map No. 11-J);

To classify as a B4-1 Restricted Service District instead of an R4 General Residence District the area bounded by

the alley next north of and parallel to W. Montrose Avenue; N. Mobile Avenue; W. Montrose Avenue; and a line 182.8 feet west of N. Mobile Avenue (Map No. 11-M);

To classify as a C1-1 Restricted Commercial District instead of a B4-1 Restricted Service District the area bounded by

W. Cuyler Avenue; the alley next east of and parallel to N. Narragansett Avenue; the alley next south of and parallel to W. Cuyler Avenue; and N. Narragansett Avenue (Map No. 11-M);

To classify as a B4-2 Restricted Service District instead of an R3 General Residence District the area bounded by

the alley next south of and parallel to E. 106th Street; the alley next east of and parallel to S. Ewing Avenue; a line 100 feet south of the alley next south of and parallel to E. 106th Street; and S. Ewing Avenue (Map No. 26-A);

To classify as an M2-1 General Manufacturing District instead of an R2 Single Family Residence District the area bounded by

a line 436 feet north of E. 104th Street; S. Commercial Avenue; a line 321 feet north of E. 104th Street; and the alley next west of and parallel to S. Commercial Avenue (Map No. 26-B).

# MISCELLANEOUS BUSINESS.

*Vote Reconsidered and Ordinance Re-referred*—PROPOSED ORDINANCE TO RECLASSIFY AREA SHOWN ON MAP NO. 2-L.

Alderman Metcalfe moved to *Reconsider* the vote by which the City Council passed an ordinance at the last preceding regular meeting held on June 23, 1969, for amendment of the Chicago Zoning Ordinance concerning Map No. 2-L, as is noted on page 5714 of the Journal of the Proceedings of said date, for the purpose of reclassifying as a B5-2 General Service District instead of a B3-3 General Retail District the area bounded by

W. Madison Street; a line 149 feet east of N. Central Avenue; the alley next south of and parallel to W. Madison Street and N. Central Avenue.

The motion *Prevailed.*

On motion of Alderman Metcalfe said proposed ordinance was *Re-referred to the Committee on Buildings and Zoning.*

### Presence of Visitors Noted.

Honorable Richard J. Daley, Mayor, called the Council's attention to the presence at the meeting of the following visitors:

20 Senior and Junior College Students from various Midwest Colleges, accompanied by Walter Reiner, Professor at Valparaiso University;

6 students from Arlington Heights South Minster Presbyterian High School, accompanied by Roger Boekenhauer;

20 students from Board of Education "The Double E Program" (1st Ward), accompanied by John O'Brill;

20 students (Sophomores, Juniors and Seniors) from Inter-School Council on Citizenship, accompanied by Frank Kozak, Board of Education;

8 students from the Senior Class of Maine Township East High School, accompanied by Douglas Harrison.

The visitors were welcomed and were invited to attend future meetings.

### Time Fixed for Next Succeeding Regular Meeting.

By unanimous consent Alderman Keane thereupon presented a proposed ordinance which reads as follows:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the next succeeding regular meeting of the City Council of the City of Chicago to be held after the regular meeting held on Tuesday, the eighth (8th) day of July, 1969, at 10:00 A.M., be and the same is hereby fixed to be held on Tuesday, the fifteenth (15th) day of July, 1969, at 10:00 A.M., in the Council Chamber in the City Hall.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

**On motion of Alderman Keane said proposed ordinance was *Passed*, by yeas and nays as follows:**

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Simon, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

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## ADJOURNMENT.

Thereupon Alderman Krska moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Tuesday, July 15, 1969, at 10:00 A.M., in the Council Chamber in the City Hall.

John C. Marcin

JOHN C. MARCIN,
*City Clerk.*

*(Published by Authority of the City Council of the City of Chicago)*

COPY

# JOURNAL *of the* PROCEEDINGS

OF THE

# CITY COUNCIL

OF THE

# CITY OF CHICAGO, ILLINOIS

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## Regular Meeting—Tuesday, July 15, 1969

**at 10:00 A.M.**

*(Council Chamber—City Hall—Chicago, Illinois)*

## OFFICIAL RECORD.

### Attendance at Meeting.

*Present*—Honorable Richard J. Daley, Mayor, and Aldermen Roti, Hubbard, Metcalfe, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling.

*Absent*—Aldermen Holman, Krska, Sheridan, Zydlo, Simon, Hoellen.

### Call to Order.

On Tuesday, July 15, 1969, at 10:00 A.M. (the day and hour appointed for the meeting) Honorable Richard J. Daley, Mayor, called the City Council to order. John C. Marcin, City Clerk, called the roll of members and it was found that there were present at that time: Aldermen Roti, Hubbard, Metcalfe, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Shannon, Hines, Fitzpatrick, Campbell, Frost, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Laurino, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—40.

Quorum present.

### Invocation.

Father Stephen O'Donnell, Pastor of the old St. Patrick's Roman Catholic Church, opened the meeting with prayer.

### JOURNAL (July 8, 1969).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on Tuesday, July 8, 1969, at 10:00 A.M. signed by him as such City Clerk.

Alderman Campbell moved to *Approve* said printed Official Journal and to dispense with the reading thereof. The question being put, the motion *Prevailed.*

# REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

### *Referred*—PROPOSED ORDINANCE TO AUTHORIZE ACCEPTANCE OF GRANT FROM LAW ENFORCEMENT ASSISTANCE ADMINISTRATION OF U.S. DEPT. OF JUSTICE TO FINANCE DE-TOXIFICATION DIAGNOSTIC AND REFERRAL CENTER FOR INDIGENT ALCOHOLICS.

Honorable Richard J. Daley, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 15, 1969.

*To the Honorable, The City Council of the City of Chicago:*

GENTLEMEN—At the request of the Executive Director of Chicago's Alcoholic Treatment Center, I transmit herewith a proposed ordinance authorizing the acceptance of a grant in the amount of $70,574 from the Law Enforcement Assistance Administration of the United States Department of Justice for the purpose of financing a de-toxification diagnostic and referral center for indigent alcoholics.

Your favorable consideration of this ordinance will be greatly appreciated.

Very truly yours,
(Signed) RICHARD J. DALEY,
*Mayor.*

### *Referred*—MAYOR'S APPOINTMENT OF ALVIN J. BOUTTE AND MRS. MARIA CERDA AS MEMBERS OF BOARD OF EDUCATION.

Honorable Richard J. Daley, Mayor, submitted the following communication, which was, at the request of two aldermen present (under the provisions of Council Rule 45) *Referred to the Committee on Police, Fire, Civil Service, Schools and Municipal Institutions:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 15, 1969.

*To the Honorable, The City Council of the City of Chicago:*

GENTLEMEN—I appoint Mr. Alvin J. Boutte and Mrs. Maria Cerda as members of the Board of Education of the City of Chicago, each for a term of five years ending April 30, 1974 and respectfully request your approval of these appointments.

Very truly yours,
(Signed) RICHARD J. DALEY,
*Mayor.*

### *Placed on File*—MAYOR'S APPOINTMENTS OF IRA J. BACH AND ALDERMAN RALPH H. METCALFE AS MEMBERS OF NORTHEASTERN ILLINOIS METROPOLITAN AREA PLANNING COMMISSION.

Honorable Richard J. Daley, Mayor, submitted the following communications, which were *Placed on File:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 15, 1969.

*To the Honorable, The City Council of the City of Chicago:*

GENTLEMEN—I have appointed Ira J. Bach as a member of the Northeastern Illinois Metropolitan Area Planning Commission for a term of four years. Mr. Bach will succeed James C. Downs, Jr. who has resigned.

I transmit this letter for your information.

Very truly yours,
(Signed) RICHARD J. DALEY,
*Mayor.*

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 15, 1969.

*To the Honorable, The City Council of the City of Chicago:*

GENTLEMEN—I have appointed Alderman Ralph H. Metcalfe as a member of the Northeastern Illinois Metropolitan Area Planning Commission for a term of four years. Alderman Metcalfe will succeed Mr. Federick T. Aschman who has resigned.

I transmit this letter for your information.

Very truly yours,
(Signed) RICHARD J. DALEY,
*Mayor.*

### Approval Given to Mayor's Reappointment of Marshall Bynum as Commissioner of Chicago Park District.

Honorable Richard J. Daley, Mayor, submitted the following communication:

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 15, 1969.

*To the Honorable, The City Council of the City of Chicago:*

GENTLEMEN—I reappoint Mr. Marshall Bynum as a Commissioner of the Chicago Park District for the term of five years ending April 25, 1974 and respectfully request your approval of this reappointment.

Very truly yours,
(Signed) RICHARD J. DALEY,
*Mayor.*

Alderman Campbell moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the Mayor's reappointment. The motion *Prevailed.*

On motion of Alderman Campbell the Mayor's reappointment was *Approved,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Shannon, Hines, Fitzpatrick, Campbell, Frost, Collins, Marzullo, Sain, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Laurino, Scholl, Fried, McCutcheon, Singer, Fifielski, O'Rourke, Wigoda, Sperling—38.

*Nays*—None.

### Approval Given to Mayor's Reappointment of Cecil A. Partee as Member of Zoning Board of Appeals.

Honorable Richard J. Daley, Mayor, submitted the following communication:

OFFICE OF THE MAYOR
CITY OF CHICAGO
July 15, 1969.

*To the Honorable, The City Council of the City of Chicago:*

GENTLEMEN—I reappoint Mr. Cecil A. Partee as a member of the Zoning Board of Appeals for the term ending on December 29, 1973, and respectfully request your approval of this reappointment.

Very truly yours,
(Signed) RICHARD J. DALEY,
*Mayor.*

Alderman Campbell moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the Mayor's reappointment. The motion *Prevailed.*

On motion of Alderman Campbell the Mayor's reappointment was *Approved,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Shannon, Hines, Fitzpatrick, Campbell, Frost, Collins, Marzullo, Sain, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Laurino, Scholl, Fried, McCutcheon, Singer, Fifielski, O'Rourke, Wigoda, Sperling—38.

*Nays*—None.

### Tribute Paid to Late A. J. (Dom) Cantone.

Honorable Richard J. Daley, Mayor, on behalf of himself and the other members of the City Council presented the following proposed resolution:

WHEREAS, Almighty God, in His Infinite Wisdom, has called to his eternal reward A. J. (Dom) Cantone, Democratic Committeeman of the 13th Ward, at the age of 48; and

WHEREAS, Mr. Cantone was for 30 years of his short life an employee of the City of Chicago beginning as a laborer in the 1st Ward and serving most recently as the Administrative Service Supervisor in the Administrative Service Division of the Department of Streets and Sanitation; and

WHEREAS, Mr. Cantone was active in the affairs of the Democratic Party of Cook County; he was elected Committeeman of the 13th Ward by his fellow precinct captains in February of 1968 and was subsequently elected to a full term in that position in the general election of that year; as political leader he sought to unify his party and to make it an instrument of service of progress and of principle; and

WHEREAS, Mr. Cantone both as a public employee and as party leader performed with diligence and distinction, manifesting the qualities of kindness, competence and concern for his community; now, therefore,

*Be It Resolved,* That the Mayor and the members of the City Council, in meeting assembled this 15th day of July, A. D. 1969, do publicly acknowledge their sorrow at the passing of A. J. (Dom) Cantone and extend to his family their sincere sympathy; and

*Be It Further Resolved,* That a suitable copy of this memorial resolution be presented to the family of A. J. (Dom) Cantone.

Alderman Keane moved to *Suspend the Rules Temporarily,* to permit immediate consideration of and action upon said proposed resolution. The motion *Prevailed.*

On motion of Alderman Keane (seconded by Aldermen Lupo, Swinarski, Staszcuk, Burke, Kuta, Marzullo and Laurino) the foregoing proposed resolution was *Adopted,* unanimously, by a rising vote.

Honorable Richard J. Daley, Mayor, and the Aldermen who seconded the foregoing resolution, eulogized the late A. J. (Dom) Cantone, recalling the many courtesies, cooperation and services rendered to each of them and to the people of the City in his various official capacities. They expressed their condolences to the bereaved members of his family.

### Tribute Paid to Late Anthony Esposito, Sr.

Honorable Richard J. Daley, Mayor, on behalf of himself and the other members of the City Council presented the following proposed resolution:

WHEREAS, Almighty God, in His Infinite Wisdom, called to his eternal reward Anthony Esposito, Sr., Chicago labor leader; and

WHEREAS, Anthony Esposito devoted more than 40 years of his brief, 58 year life to the betterment of the workingmen of this community; working closely with his brother, the late Frank Esposito, he aggressively pursued the goals of organized labor, succeeding his brother in May as president of the Cook County and City Employees Local 1001; and

WHEREAS, Anthony Esposito believed deeply in the movement he served, in its contributions to our society, and in the role it would play in the future in insuring the economic security of thousands of families; and

WHEREAS, Anthony Esposito's talents and position made him a man of great influence in the affairs of organized labor, a man who gave generously of his time, his energy and his abilities in the service of the workingmen of this community; now, therefore,

*Be It Resolved,* That the Mayor and members of the City Council of the City of Chicago assembled this 15th day of July, A. D. 1969, mark the untimely passing of Anthony Esposito, Sr., with great sorrow, and extend to his family their sincere sympathy; and

*Be It Further Resolved,* That a suitable copy of this memorial resolution be presented to the family of Anthony Esposito, Sr.

Alderman Keane moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed.*

On motion of Alderman Keane (seconded by Alderman Aiello) the foregoing proposed resolution was *Adopted,* unanimously, by a rising vote.

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## Tribute Paid to Late Honorable Arthur A. Sullivan.

Honorable Richard J. Daley, Mayor, on behalf of himself and the other members of the City Council presented the following proposed resolution:

> WHEREAS, Almighty God in His Infinite Wisdom has called to his eternal reward the Honorable Arthur A. Sullivan, Chief Justice of the Illinois Appellate Court, First District, on July 11, 1969; and
>
> WHEREAS, Judge Sullivan was not only an eminent lawyer and jurist, with great integrity and dedication to the cause of the administration of justice, but served this community and its people in many other capacities; he was attorney for the Chicago Board of Local Improvements and attorney for the Cook County Treasurer as well as having served as Master in Chancery for the Circuit and Superior Courts of Cook County. He also acted as Special Assistant United States Attorney during the course of his career. He was elected as Judge of the Superior Court. He ascended to the Appellate Court bench in 1964 and was serving as Chief Justice of that Court at the time of his death; and
>
> WHEREAS, Judge Sullivan was a native Chicagoan; he attended Loyola and Evanston Academies and graduated with a Bachelor of Arts Degree from Northwestern University, going on to receive a Juris Doctor Degree from the School of Law of Northwestern University. He was a member of the Legal Club of Chicago, the University Club, and the American Judicature Society. He was vitally interested in charitable and civic affairs and was a member of the Advisory Board of St. Vincent's Orphanage, giving unstintingly of his time to that worthy cause. He served as Chairman of the Illinois Democratic Central Committee; and
>
> WHEREAS, Judge Sullivan enjoyed a widespread reputation for his fairmindedness, compassion and kindliness; he was a gentleman in the truest sense of the word; now, therefore,
>
> *Be It Resolved,* That the Mayor and members of the City Council in meeting assembled this 15th day of July, A. D. 1969, do hereby acknowledge our esteem for Arthur A. Sullivan and our deep sense of loss in his passing, and extend to his bereaved widow, Catherine, his sons Arthur A. Sullivan, Jr. and Mark J. Sullivan, and his daughter, Mrs. Patricia S. Carroll, our most sincere condolences; and
>
> *Be It Further Resolved,* That as a mark of respect to his memory, this Resolution be incorporated in the permanent Record of Proceedings of the City Council, and that a suitable copy thereof be presented to the family of Arthur A. Sullivan.

Alderman Keane moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed resolution. The motion *Prevailed.*

On motion of Alderman Keane (seconded by Aldermen O'Rourke, Sain and Bilandic) the foregoing proposed resolution was *Adopted,* unanimously, by a rising vote.

Honorable Richard J. Daley, Mayor, also eulogized the late Judge Sullivan stating that he lost a fine friend and that the City had lost an excellent and outstanding jurist. The Mayor, as well as the Aldermen, expressed their sorrow to the members of his bereaved family.

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## *CITY COUNCIL INFORMED AS TO MISCELLANEOUS DOCUMENTS FILED OR RECEIVED IN CITY CLERK'S OFFICE.*

John C. Marcin, City Clerk, informed the City Council that documents have been filed or received in his office, relating to the respective subjects designated, as follows:

### *Proclamations.*

Proclamations of Honorable Richard J. Daley, Mayor, designating times for special observances as follows:

"Fight Leukemia Month In Chicago": Month of October, 1969;

"Civic Liberty League Day In Chicago": Saturday, July 12, 1969;

"Plumbing Industry Week In Chicago": August 17-24, 1969.

### *Acceptances and Bonds under Ordinances.*

Also acceptances and bonds under ordinances as follows:

Chicago Cycle Supply Co.: acceptance under an ordinance passed on May 14, 1969 (loading platform); filed on July 11, 1969;

Air Products and Chemicals, Inc.: acceptance and bond under an ordinance passed on April 25, 1969 (excavate for a private pipe line); filed on June 30, 1969;

American National Bank and Trust Company of Chicago, Trust No. 25128: acceptance and bond under an ordinance passed on April 25, 1969 (pipes) filed on June 25, 1969;

Chicago Title and Trust Co., Trust No. 50118: acceptance and bond under an ordinance passed on April 9, 1969 (I-beam); filed June 19, 1969;

W. F. Hall Printing Co.: acceptance and bond under an ordinance passed May 14, 1969 (conduits encased in concrete cable); filed on June 13, 1969;

The Lurie Co.: acceptance and bond under an ordinance passed on April 9, 1969 (vault); filed on June 19, 1969;

South Shore Hospital: acceptance and bond under an ordinance passed April 25, 1969 (electric and telephone conduits); filed on June 20, 1969.

### *Duplicate Payrolls.*

Also duplicate payrolls for the period ended on June 30, 1969, received from Otto H. Loser, City Comptroller, as follows:

Police Department Payrolls 1180, 1180H, 1186 and 1187;

Fire Department Payrolls 1230, 1230H and 1235;

Miscellaneous Payrolls.

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## *CITY COUNCIL INFORMED AS TO PUBLICATION OF ORDINANCES.*

The City Clerk informed the City Council that all those ordinances which were passed by the City Council on July 8, 1969, and which were required by statute to be published in book or pamphlet form or in one or more newspapers, were published in pamphlet form on July 15, 1969 by being printed in full text in printed pamphlet copies of the Journal of the Proceedings of the City Council of the regular meeting held on July 8, 1969 [published by authority of the City Council in accordance with the provisions of Section 5-5 of the Municipal Code of Chicago, as passed on December 22, 1947], which printed pamphlet copies were delivered to the City Clerk on July 15, 1969.

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### *MISCELLANEOUS COMMUNICATIONS, REPORTS, ETC. REQUIRING COUNCIL ACTION (TRANSMITTED TO CITY COUNCIL BY CITY CLERK).*

The City Clerk transmitted communications, reports, etc., relating to the respective subjects listed below, which were acted upon by the City Council in each case in the manner noted, as follows:

#### *Zoning Reclassifications of Particular Areas.*

Applications (in triplicate) of the persons named below, together with proposed ordinances, for amendment of the Chicago Zoning Ordinance as amended, for the purpose of reclassifying particular areas, which were *Referred to the Committee on Buildings and Zoning,* as follows:

Sam J. Vanchieri—to classify as an R3 General Residence District instead of an M1-1 Restricted Manufacturing District the area shown on Map No. 12-K bounded by

a line 150 feet south of W. 53rd Street; S. Kilbourn Avenue; the alley next south of and parallel to W. 53rd Street; and the alley next west of and parallel to S. Kilbourn Avenue;

The Washington and Jane Smith Home—to classify as a Residential Planned Development instead of an R1 Single Family Residence District the area shown on Map No. 28-H bounded by

W. 112th Place; a line 290 feet east of S. Western Avenue; a line 100 feet south of W. 112th Place; S. Oakley Avenue; W. 113th Place; and S. Western Avenue.

#### *Claims against City of Chicago.*

Also claims against the City of Chicago, which were *Referred to the Committee on Finance,* filed by the following:

Mrs. Carl J. Bausewein, D. N. Brunsfeld, Ralph Clebanoff, Fink Safe and Lock Co., Inc., William J. Honquest and Co., Illinois Bell Telephone Co., Illinois Central Hospital Association and Catherine O'Leary, Interstate Bakeries Corp., Hilda Jesse, Frank J. Lang, Paul Liebezeit, Dorothy Marley, Paul Negri, Robert Novak, Clara Mae Role, Sonia Samec, Alberta Shelby, Kathy Schrieber, Edward Spizzirri, State Farm Insurance and Parker P. Powell, William Steward, Unigard Insurance Group and Sabina Kozlowski, United Parcel Service, United States Fidelity and Guaranty Co., and Mary Jo Mash, E. M. Voelker, John P. Welter, John W. Yerkes, Melvin Zellman.

#### *Communication Concerning Vacation of Portion of N. Caldwell Av.*

Also a communication from LaSalle National Bank, as trustee, concerning an order passed on May 14, 1969 for the preparation of an ordinance to vacate portion of N. Caldwell Avenue between N. Cicero Avenue and Edens Expressway; which was *Referred to the Committee on Local Industries, Streets and Alleys.*

#### *Annexation of Certain Lands to City of Chicago (with Petitions).*

Also a communication from John P. Murray, attorney for the Greater Chicago Building Corporation and on behalf of First American Realty Company, addressed to the City Clerk under date of July 7, 1969, transmitting petitions for annexation of certain lands to the City of Chicago; which was *Referred to the Committee on Finance.*

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### *Referred*—PROPOSED ORDINANCE RECOMMENDED BY BOARD OF LOCAL IMPROVEMENTS FOR *Repeal* OF CERTAIN IMPROVEMENT ORDINANCE.

The City Clerk transmitted a communication from Virgil A. Berg, Secretary of the Board of Local Improvements, addressed to him under date of July 11, 1969, transmitting a proposed ordinance recommended by the Board for Repeal of the improvement ordinance passed on the date noted below, which was *Referred to the Committee on Local Industries, Streets and Alleys,* as follows:

For grading, paving and improving S. Avers Avenue from a line parallel with and five (5) feet southeasterly of the easterly line of S. Archer Avenue to the north line of W. 50th Street (repeals ordinance passed on July 11, 1968).

# REPORTS OF COMMITTEES.

Committee reports were submitted as indicated below. *No request under the statute was made by any two aldermen present to defer any of said reports for final action thereon, to the next regular meeting of the City Council, except where otherwise indicated.*

## COMMITTEE ON FINANCE.

### Transfers of Funds in Appropriations Authorized and Directed.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, to authorize and direct transfers of funds in certain appropriations.

On motion of Alderman Keane the said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City Comptroller and the City Treasurer are authorized and directed to make the following transfers of funds for the year 1969. The department heads making the requests for their transfers have certified that such transfers from the accounts shown will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1969, payable from such appropriations:

| *From Account* | *Purpose* | *Amount* | *To Account* | *Purpose* | *Amount* |
|---|---|---|---|---|---|
| | | DEPARTMENT OF AIR POLLUTION CONTROL. | | | |
| 100.4610.005 | Salaries and Wages—on Payroll | $ 2,000.00 | 100.4610.526 | Improvements | $ 2,000.00 |
| | | BOARD OF HEALTH. | | | |
| 100.3110.005 | Salaries and Wages—on Payroll | 54,000.00 | 100.3110.130 | Postage and Postal Charges | 6,000.00 |
| | | | 100.3110.149 | Professional and Technical Services | 22,000.00 |
| | | | 100.3110.162 | Repair or Maintenance of Equipment | 7,000.00 |
| | | | 100.3110.175 | Transportation Charges (Exclusive of Travel) | 4,000.00 |
| | | | 100.3110.270 | Local Transportation | 15,000.00. |

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### Ordinance Amended Approving Chicago's Comprehensive Cities Demonstration Program to Conform with Program as Incorporated in Grant Agreement Tendered to City by U.S. Dept. of H.U.D.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance (referred to the committee on April 9, 1969) and transmitted herewith, to authorize an amendment to the ordinance approving Chicago's Comprehensive Cities Demonstration Program to conform with the program as incorporated in the $38,159,000 Grant Agreement tendered to the City of Chicago by the United States Department of Housing and Urban Development.

Alderman Cousins presented a resolution as a substitute for the pending proposed ordinance.

Alderman Keane raised the point of order that said resolution was not germane to the issue and not in proper form. The Chair ruled the point of order *well-taken.*

Alderman Cousins then Appealed the decision of the Chair. The Chair then declared the question to be *"Shall the decision of the Chair be Sustained?"*. The decision of the Chair was *Sustained,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Bohling, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Shannon, Hines, Fitzpatrick, Campbell, Frost, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Laurino, Scholl, Fried, McCutcheon, Singer, Fifielski, O'Rourke, Wigoda, Sperling—36.

*Nays*—Aldermen Despres, Rayner, Cousins—3.

Alderman Despres presented an amendment concerning certain employees of Model Cities Area Council.

Alderman Keane moved to *Lay the Amendment on the Table.* The motion *Prevailed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Bohling, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Laurino, Scholl, Fried, Singer, Fifielski, Kerwin, O'Rourke, Wigoda—36.

*Nays*—Aldermen Despres, Rayner, Cousins, Sperling—4.

The main question thereupon being put on the passage of the pending proposed ordinance, the motion Prevailed, and said proposed ordinance, as amended was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Bohling, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Laurino, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—39.

*Nays*—Aldermen Despres, Rayner, Cousins—3.

The following is said amendatory ordinance as passed:

WHEREAS, The City Council of the City of Chicago adopted an ordinance on April 25, 1969, authorizing the Mayor of the City of Chicago to file an application with the Department of Housing and Urban Development for the purpose of securing federal financial assistance under Title I of the Demonstration Cities and Metropolitan Development Act of 1966; and

WHEREAS, The terms and conditions of Chicago's Model Cities Program application were published in committee pamphlet No. 14 which was incorporated by reference in the said ordinance of April 25, 1969; and

WHEREAS, Meetings, discussions and negotiations were had between the staff of the Department of Housing and Urban Development and the staff of the Chicago Model Cities Program subsequent to the filing of said application by the Mayor, which meetings, discussions and negotiations resulted in certain amendments to Chicago's Comprehensive Cities Demonstration Program being adopted by the Department of Housing and Urban Development and incorporated in the grant agreement contract which has been offered to the City of Chicago; and

WHEREAS, These amendments require council approval prior to acceptance of the grant agreement contract tendered by the Department of Housing and Urban Development to the City of Chicago in the amount of $38,159,000; and

WHEREAS, Amended pages are reproduced on pink paper so that when inserted into Volume 3 of Chicago's Comprehensive Cities Demonstration Program at their proper page location they supplement the document as approved April 25, 1969 with the new amendatory language; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Chicago's Comprehensive Cities Demonstration Program published in committee pamphlet No. 14 and approved by action of the City Council April 25, 1969, is hereby amended to conform with the Program as incorporated in the $38,159,000 grant agreement tendered to the City of Chicago by the Department of Housing and Urban Development.

SECTION 2. All of the amendatory language to Chicago's Comprehensive Cities Demonstration Program, contained in 37 amended pages attached hereto and made a part hereof by reference, is hereby adopted.

SECTION 3. This ordinance shall be in force and effect immediately upon passage.

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### Acceptance Authorized of Grant of $38,159,000 from U.S. Dept. of H.U.D. for First Year Action Program under Chicago's Comprehensive Cities Demonstration Program.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance (referred to the committee on July 8, 1969) and transmitted herewith, to authorize acceptance of a Grant of $38,159,000 for first year action program under Chicago's Comprehensive Cities Demonstration Program.

**On motion of Alderman Keane the said proposed ordinance was *Passed,* by yeas and nays as follows:**

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Laurino, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—42.

*Nays*—None.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago adopted an ordinance on June 19, 1968, approving the execution of a contract for a planning grant for the Comprehensive Cities Demonstration Program with the United States of America; and

WHEREAS, The City of Chicago prepared a Comprehensive Cities Demonstration Program which undertakes the improvement of the quality of life by the creation of model neighborhoods; and

WHEREAS, The City Council of the City of Chicago by ordinance adopted April 25, 1969, authorized the Mayor to submit to the Secretary of

Housing and Urban Development Chicago's Comprehensive Cities Demonstration Program; and

WHEREAS, The Secretary of Housing and Urban Development has informed the Mayor that the Program submitted by the City has been approved and that a Grant Agreement in the amount of $38,159,000 has been authorized for carrying out the first year action Program; and

WHEREAS, The City of Chicago desires to carry out a comprehensive city demonstration program (herein referred to as the "Program", attached hereto and made a part hereof) with Federal financial assistance under Title I of the Demonstration Cities and Metropolitan Development Act of 1966 (herein called "Act"); and

WHEREAS, The Act requires local governing body approval of the Program as a condition for eligibility for assistance; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The Program, including the projects and activities set forth in the grant agreement, is hereby approved.

SECTION 2. The Mayor of the City of Chicago is authorized to execute a grant agreement with the United States of America and to do all things necessary in order to carry out the Program including the submission of such reports, certifications and other material as the Secretary of Housing and Urban Development shall require.

SECTION 3. The City of Chicago assumes full responsibility for assuring that all grant funds will be used in an economical and efficient manner in carrying out the Program and assures the necessary non-Federal share of the cost of Program Administration.

SECTION 4. The City Comptroller or his successor or delegate may do all things required to be done in order to obtain payment of the grant, including but not limited to the selection of a commercial bank to receive payment vouchers, the submission of signature specimens, and the filing of requests for payment.

SECTION 5. This ordinance shall be in full force and effect from and after its passage.

U.S. Department of Housing and Urban Development

GRANT BUDGET

EXHIBIT A

1. Name of CDA City of Chicago
2. Grant Amount $38,159,000

3. BUDGET

| | a. *Undertakings* | b. *Estimated Cost* | c. *MCA Share* |
|---|---|---|---|
| (1) | Program Administration (Year I) | $3,495,355 | $2,796,284 |
| (2) | Projects and Activities | | |
| 1001 | Comp. Hlth. Ctrs. | $5,396,378 | $2,896,378 |
| 1002 | Outpatient Proj. | 402,600 | 402,600 |
| 1003 | New Hospitals | 100,000 | 100,000 |
| 1004 | Prepaid Hlth. Ins. | 100,000 | 100,000 |
| 1005 | Health Trn. Pro. | 200,000 | 200,000 |
| 1006 | Info. Ref. Serv. | 200,000 | 200,000 |
| 2001 | Land Acquis. | 498,500 | 498,500 |
| 2002 | Construct. Rehab. Techniques | 1,500,000 | 1,000,000 |
| 2003 | Not-for-Profit Developers | 533,000 | 400,000 |
| 2004 | Proj. Threshold | $ 50,000 | $ 50,000 |
| 2008 | Comm. Maint. Corporation | 695,438 | 299,037 |
| 2011 | Tax Incentive Study | 30,000 | 30,000 |
| 2015 | Broadening Hous. Options | 400,000 | 400,000 |
| 2016 | Pub. Aid Partic. in Housing | 30,000 | 30,000 |
| 3002 | Linking Coll. with Inner-City | 59,977 | 59,977 |
| 3004 | In-Serv. Trn. Prog. | 1,186,286 | 1,186,286 |
| 3005 | Comm. Planning Committees | 21,000 | 21,000 |
| 3006 | Urb. Schools Proj. | 7,181,637 | 7,181,637 |
| 3007 | Early Child. Educ. | 224,561 | 224,561 |
| 3009 | Expanded Teach. of English | 215,660 | 215,660 |
| 3010 | Reading Center | 110,629 | 110,629 |
| 3011 | Free Breakfast Program | 2,008,358 | 1,012,244 |
| 3012 | Improved Language Arts | 488,475 | 488,475 |
| 3013 | School-Community Representatives | 40,261 | 40,261 |
| 3014 | Resident. School | 9,650 | 9,650 |
| 3022 | Exper. School for High School Dropouts | 25,000 | 25,000 |
| 4001 | Saturation Patrols | 633,168 | 633,168 |
| 4002 | Juvenile Delinq. Control | 1,019,640 | 509,820 |
| 4005 | Alter. for Assess. of misdemeanant Offenders | 346,477 | 346,477 |
| 4006 | Yth. Serv. Homes | 638,304 | 298,195 |
| 5004 | CHA Day Care Units | 350,000 | 300,000 |
| 5005 | Par.-Child Ctr. | 120,000 | 120,000 |
| 5008 | Day Care, Child Development | 978,457 | 928,457 |
| 5009 | Foster Family Day Care | 46,500 | 46,500 |
| 5010 | Foster Homes for Mod. Area Child. | 250,318 | 125,318 |
| 5013 | Serv. for Unmarried Mothers | 628,000 | 424,136 |
| 5014 | Pro. for S. Whites | 35,000 | 35,000 |
| 5015 | Serv. for Lg. Fam. | 35,000 | 35,000 |
| 6004 | Cons. Code Enforc. and Education | 200,000 | 200,000 |
| 6007 | Chgo. Community Develop. Corp. | 1,800,202 | 1,800,202 |
| 6009 | Family Financ. Planning | 50,000 | 50,000 |
| 6010 | Urban Leadership Consortium | 50,000 | 50,000 |
| 7001 | Multi-Service Ctrs. | 3,700,000 | 1,800,000 |
| 7002 | Increased St. and Sanit. Serv. | 2,400,000 | 2,400,000 |
| 7003 | Environ. Improv. | 400,000 | 400,000 |
| 7004 | Repair & Beautific. | 1,000,000 | 1,000,000 |
| 7005 | Air Pollution Ctrl. | 25,000 | 25,000 |
| 8001 | Neighborhood Leisure Time | 499,990 | 499,990 |

| | a. *Undertakings* | b. *Estimated Cost* | c. *MCA Share* |
|---|---|---|---|
| 8003 | Volunteer Pro. .... | $ 26,594 | $ 26,594 |
| 9001 | Community Aides.. | 2,764,160 | 2,764,160 |
| 9002 | Extension of CEP | 2,000,000 | 2,000,000 |
| 9003 | Expans. of Job Devel. and Fair Employment ...... | 95,330 | 95,330 |
| 9004 | Build. Maint. Training ........... | 209,355 | 209,355 |
| 10001 | Rap. Trans. Safety | 99,281 | 99,281 |
| | Subtotal of Projects and Activities ............. | | $34,403,878 |
| (3) | Total of Undertakings.... | | $37,200,162 |

### 4. APPROVAL

a. .................................... b. ....................................

Signature of Authorized HUD Official Date

### EXHIBIT B

1. The City agrees to refund to HUD any payment or portions of payments which HUD determines were not properly due to the City under the terms of this Agreement.
2. There shall be no displacement of site occupants as a result of any project or activity funded in whole or in part by Grant funds, prior to HUD approval of (1) a relocation activity work program and budget, and (2) a Five Year Relocation Forecast that meets the requirements of CDA Letter No. 5.

### Grant Agreement for a Comprehensive City Demonstration Program

### PART 1

Agreement in two parts *(herein called the "Agreement")* made on the date below specified, by and between ........................................................................................................................*(herein called the "City")* and the United States of America *(herein called the "Government")*.

### WITNESSETH:

*Sec. 1. Purpose of Agreement.*—The purpose of this Agreement is to state the terms and conditions under which the Grant shall be provided by the Government to the City.

*Sec. 2. The Obligations of the City.*—The City agrees to carry out the Program *(incorporated herein by reference)* in a lawful, satisfactory, and proper manner and in accordance with the policies, procedures and requirements as may from time to time be prescribed by HUD.

*Sec. 3. The Grant.*—The Government will pay to the City the lesser of:

A. the Grant Amount listed in the Grant Budget *(which is attached as Exhibit A); or*

B. (1) the cost of Program Administration listed in the "MCA Share" column of the Grant Budget or 80% of the actual cost of Program Administration, whichever is less; plus

(2) the cost of the projects and activities listed in the "MCA Share" column of the Grant Budget or the share of the actual cost of the projects and activities which is allocable to the Grant, whichever is less.

*Sec. 4. Periodic Review and Revision.*—The Program and Grant Budget will be reviewed at least annually by the Government and the City. Financial assistance by the Government for subsequent periods shall be conditioned upon (1) the satisfactory performance of the Agreement by the City, (2) the availability of appropriations, and (3) approval of the revised Program and Grant Budget by HUD.

*Sec. 5.* Changes and Additional Provisions.*—The changes and additions set forth in the attached Exhibit B are the only modifications to the provisions of this Agreement.

*Sec. 6. Counterparts of the Agreement.*—This Agreement shall be executed in four counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

*Sec. 7. Performance of Conditions Precedent to Validity of this Agreement.*—The City and the Government each certifies that all conditions precedent to the valid execution of this Agreement on its part have been satisfied.

**This Section should be deleted if there are no changes or additions.*

In Witness Whereof, the City has caused this Agreement to be duly executed in its behalf and its seal to be hereunto affixed and attested; and the Government has caused the same to be duly executed in its behalf this ........... day of ........... 19.....

..........................................
*(Signature)*
..........................................
*(Type or Print Name and Title)*

..........................................
*By*..........................................
*(Signature)*
..........................................
*(Type or Print Name)*
..........................................
*(Title)*
United States of America
Secretary of Housing and Urban Development
*By*..........................................
*(Signature)*
..........................................
*[Title of Officer Authorized to Execute]*

[Seal]
Attest:

### LABOR STANDARDS PROVISIONS

### 1. OPPORTUNITIES FOR RESIDENTS

In all work made possible or resulting from this Contract, affirmative action will be taken to ensure that residents of the model neighborhood area are given maximum opportunity for training and employment and that business concerns located in or owned in substantial part by residents of the model neighborhood are to the greatest extent feasible, awarded contracts.

### 2. EQUAL OPPORTUNITY

A. During the performance of this Contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contract will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to

post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by HUD and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) above and paragraph B below in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

B. *Non-Segregated Facilities.* The Contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Contractor covenants that he will not maintain or provide for his employees any segregated facilities at any of his establismments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. As used in this paragraph the term "segregated facilities" means any waiting rooms, work areas, restroom and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

3. SPECIAL USE OF TERM

Notwithstanding Section 100 of the Grant Agreement and Section 100 of the Supplementary General Conditions, the term "Contractor" may include an "Operating Agency" as defined in the Grant Agreement and an "Agency" as defined in the Supplementary General Conditions.

4. DAVIS-BACON ACT

(1) *Minimum wages.* (i) All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amounts due at time of payment computed at wage rates not less than those contained in the wage determination decision of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics; and the wage determination decision shall be posted by the Contractor at the site of the work in a prominent place where it can be easily seen by the workers. For the purpose of this clause, contributions made or costs reasonably anticipated under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv). Also for the purposes of this clause, regular contributions made or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

(ii) The Contracting Officer shall require that any class of laborers or mechanics which are not listed in the wage determination and which is to be employed under the Contract, shall be classified or reclassified conformably to the wage determination, and a report of the action taken shall be sent by the Federal agency to the Secretary of Labor. In the event the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics to be used, the question accompanied by the recommendation of the Contracting Officer shall be referred to the Secretary for final determination.

(iii) The Contracting Officer shall require, whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly wage rate and the Contractor is obligated to pay a cash equivalent of such a fringe benefit, an hourly cash equivalent thereof to be established. In the event the interested parties cannot agree upon a cash equivalent of the fringe benefit, the question, accompanied by the recommendation of the Contracting Officer, shall be referred to the Secretary of Labor for determination.

(iv) If the Contractor does not make payments to a trustee or other third person, he may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing benefits under a plan or program of a type expressly listed in the wage determination decision of the Secretary of Labor which is a part of this Contract: *Provided, however,* the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) *Withholding.* HUD may withhold or cause to be withheld from the Contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor on the work the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic employed or working on the site of the work, HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) *Payrolls and basic records.* (i) Payrolls and basic records relating thereto will be maintained during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records will contain the name and address of each such employee, his correct classification, rates of pay (including rates of contributions or costs anticipated of the types described in section 1(b)(2) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(ii) The Contractor will submit weekly a copy of all payrolls to the City if the City is a party to the Contract, but if the City is not such a party the Contractor will submit the payrolls to the Agency for transmission to the City, for transmission to HUD. The copy shall be accompanied by a statement signed by the employer or his agent indicating that the payrolls are correct and complete, that the wage rates contained therein are not less than those determined by the Secretary of Labor and that the classifications set forth for each labor or mechanic conform with the work he performed. A submission of a "Weekly Statement of Compliance" which is required under this Contract and the Copeland Regulations of the Secretary of Labor (29 CFR, Part 3), and the filing with the initial payroll or any subsequent payroll of a copy of any findings by the Secretary of Labor under 29 CFR 5.5(a)(1)(iv) shall satisfy this requirement. The prime Contractor shall be responsible for the submission of copies of payrolls for all subcontractors. The Contractor will make the records required under the labor standards clauses of the Contract available for inspection by authorized representatives of HUD, the City [or the Agency] and the Department of Labor, and will permit such representatives to interview employees during working hours on the job.

(4) *Apprentices.* Apprentices will be permitted to work as such only when they are registered, individually, under a bona fide apprenticeship program registered with a State apprenticeship agency which is recognized by the Bureau of Apprenticeship and Training, United States Department of Labor; or, if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, United States Department of Labor. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered as above, shall be paid the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The Contractor or subcontractor will be required to furnish to the Contracting Officer written evidence of the registration of his program and apprentices as well as of the appropriate ratios and wage rates, for the area of construction prior to using any apprentices on the contract work.

(5) *Compliance with Copeland Regulations (29 CFR Part 3).* The Contractor shall comply with the Copeland Regulations (29 CFR Part 3) of the Secretary of Labor which are herein incorporated by reference.

(6) *Subcontracts.* The Contractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (5) and (7) and such other clauses as HUD may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

(7) *Contract termination; debarment.* A breach of clauses (1) through (6) may be grounds for termination of the contract, and for debarment as provided in 29 CFR 5.6.

5. CONTRACT WORK HOURS STANDARDS ACT

(1) *Overtime requirements.* No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any workweek in which he is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, as the case may be.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in subparagraph (1), the Contractor and any subcontractor responsible therefor shall be liable to any affected employee for his unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District

or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the clause set forth in subparagraph (1) in the sum of $10 for each calendar day on which such employee was required or permitted to work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1).

(3) *Withholding for unpaid wages and liquidated damages.* HUD may withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2).

(4) *Subcontracts.* The Contractor shall insert in any subcontracts the clauses set forth in subparagraphs (1), (2), and (3) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

## PART II

## GENERAL CONDITIONS

### *Article I—Definitions*

*Sec. 100. Definitions.*—As used in this Agreement:

(A) "Act" means Title I of the Demonstration Cities and Metropolitan Development Act of 1966.

(B) "Area" means the Model Neighborhood designated in the Program.

(C) "Contractor" means an entity (other than an Operating Agency) that furnishes supplies or services to the City (other than standard commercial supplies, office space, or printing services).

(D) "Grant" means the financial assistance being provided pursuant to Sections 105 and 107 of the Act.

(E) "HUD" means the Secretary of Housing and Urban Development or a person authorized to act on his behalf.

(F) "Operating Agency" means an entity that has the responsibility for administering a project or activity.

(G) "Program" means the HUD approved Comprehensive City Demonstration Program as the same may from time to time be amended.

(H) "Program Administration" means the planning, programming, evaluating, and budgeting of the Program and the overseeing and coordinating of the Operating agencies.

(I) "Projects and Activities" means those undertakings (including relocation but not including Program Administration) which are included in the Program and are funded in whole or in part by the Grant.

### *Article II—Grant Funds*

*Sec. 200. Payment of the Grant.*—The City shall request payment of the Grant on such basis and in such amounts and at such times and under or subject to such conditions as HUD may specify. HUD agrees to establish a payment procedure that will provide funds in a timely and regular manner.

*Sec. 201. Use of the Grant.*—Grant funds shall be used only for those costs which the Government determines to be applicable to this Agreement. Grant funds shall not be used (1) for the general administration of the local government or (2) to replace non-Federal contributions in any federally aided undertaking included in the Program if prior to the filing of an application for assistance under Section 104 of the Act an agreement has been entered into with any Federal agency obligating such non-Federal contribution with respect to such undertaking.

*Sec. 202. Restrictions on Disbursements.*

(A) No grant funds shall be disbursed in payment of:

1. Costs incurred with respect to any action after HUD has requested that the City furnish data concerning such action prior to proceeding further therewith, unless and until the City is thereafter advised by HUD that the Government has no objection to the City so proceeding;

2. Costs incurred for a project, activity or for Program Administration prior to the approval by HUD of the respective budget, unless specifically approved by HUD.

(B) No grant funds shall be disbursed to an Operating Agency or Contractor except pursuant to a written contract which incorporates the applicable Supplementary General Conditions and unless the Operating Agency or Contractor is in compliance with HUD requirements relating to accounting and fiscal matters, to the extent they are applicable.

*Sec. 203. Safeguarding of Funds.*—The City shall deposit all Grant funds in a depository acceptable to HUD and otherwise safeguard such funds pursuant to such instructions as HUD may from time to time issue. If any interest shall be earned on the funds, the interest shall accrue to the benefit of the Government.

### *Article III—Records, Reports and Inspections*

*Sec. 300. Records.*

(A) *Establishment and Maintenance of Records.*—The City shall establish and maintain records in accordance with requirements prescribed by HUD, with respect to all matters covered by this Agreement. Except as otherwise authorized by HUD, the City shall retain such records for a period of three years after completion of the Program.

(B) *Documentation of Costs.*—All costs, including any service contributed by the City or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

*Sec. 301. Reports and Information.*—The City, at such time and in such forms as HUD may require, shall furnish HUD such statements, records, reports, data and information, as HUD may request pertaining to matters covered by this Agreement.

*Sec. 302. Audits and Inspections.*—The City will, at any time during normal business hours and as often as HUD and/or the Comptroller General of the United States may deem necessary, make available to HUD and/or representatives of the Comptroller General for examination all of its records with respect to all matters covered by this Agreement and will permit HUD and/or representatives of the Comptroller General to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

### *Article IV—Suspension or Termination*

*Sec. 400. Suspension or Termination.*—HUD may suspend or terminate payment of the Grant in whole or in part for cause. Cause shall include the following: (1) ineffective or improper use of Grant funds; (2) failure to comply with either these terms and conditions or the Program; (3) submittal to HUD of reports which are incorrect or incomplete in any material respect; or (4) if for any reason the carrying out of this Agreement is rendered improbable or infeasible. HUD may also withhold payment of any unearned portion of the Grant if the City is unable or unwilling to accept any additional conditions that may be provided by law, by executive order, by regulations, or by other policy announced by HUD at any time. If HUD withholds payment, it shall advise the City and specify the actions that must be taken, in case of suspension, as a condition precedent to the resumption of payments. The City will remit any unexpended balance of the payments on account of the Grant as well as such other portions of such payments previously received as determined by HUD to be due the Government. The action of the Government in accepting any such amount shall not constitute a waiver of any claim which the Government may otherwise have arising out of this Agreement.

### *Article V—Controls and Restrictions*

*Sec. 500. Conflict of Interest; Certain Federal Officials.*—No member of or Delegate to the Congress of the United States, and no Resident Commissioner shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

*Sec. 501. Conflict of Interest; Public Officials and Others.*

(A) *General.*—(1) No member of the City's governing body or of the governing body of the locality and (2) no official or employee of the City or of the locality or any person who exercises any functions or responsibilities in connection with this Agreement (a) may be admitted, directly or indirectly, to any share or part of this Agreement or to any benefit to arise from the same, or (b) shall own or acquire any personal interest in any property, contract, or proposed contract which would conflict with the performance of his duties or responsibilities under this Agreement, except to the extent provided for in this Section. If any such member, official, employee or other person (hereafter referred to collectively as "person") presently, or in the future, acquires, owns, or controls any such share, benefit, or personal interest, he shall immediately disclose such share, benefit, or personal interest to the City. Upon such disclosure, such person shall not continue his participation unless the City and Government shall determine that, in the light of such share, benefit, or personal interest, the participation of such person in any such action would not be contrary to the public interest. The City will promptly advise HUD of the facts and circumstances concerning any disclosure made to it pursuant hereto or any information obtained by it relating to conflicts of interest.

(B) *Citizen Participation.*—It is the understanding of the parties that the above provision will be implemented in such a manner so as not to unreasonably impede attainment of widespread citizen participation in the carrying out of this Agreement.

*Sec. 502. Opportunities for Residents.*—In all work made possible by or resulting from this Agreement, the City and each employer will take affirmative action to ensure that residents of the model neighborhood area are given maximum opportunities for training and employment and that business concerns located in, or owned in substantial part by, residents of the model neighborhood are to the greatest extent feasible awarded contracts.

*Sec. 503. Discrimination Prohibited.*

(A) In all hiring or employment made possible by or resulting from this Agreement, the City and each employer (1) will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, and (2) will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. This requirement shall apply to but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The City agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this nondiscrimination clause. The City will, in all solicitations or advertisements for employees placed by or on behalf of the City, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(B) The City hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with Grant funds, the equal opportunity clause which is a part of the labor standards provisions attached hereto.

The City further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the City so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The City agrees that it will assist and cooperate actively with HUD and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish HUD and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist HUD in the discharge of its primary responsibility for securing compliance.

The City further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order. In addition, the City agrees that if it fails or refuses to comply with these undertakings, HUD may take any or all of the following actions: suspend or terminate payment of the Grant in whole or in part; refrain from extending any further assistance to the City under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from such City; and refer the case to the Department of Justice for appropriate legal proceedings.

(C) No person in the United States shall, on the ground of race, color, religion, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement. The City and each employer will comply with all requirements imposed by or pursuant to the regulations of HUD effectuating Title VI of the Civil Rights Act of 1964.

*Sec. 505. Copyrights.*—If this Agreement results in a book or other copyrightable material, the author is free to copyright the work, but HUD reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, all copyrighted material and all material which can be copyrighted.

*Sec. 506. Patents.*—Any discovery or invention arising out of or developed in the course of work aided by this Agreement shall be promptly and fully reported to HUD for determination by HUD as to whether patent protection of such invention or discovery shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered, in order to protect the public interest.

*Sec. 507. Government Not Obligated to Third Parties.*—The Government will not be obligated or liable hereunder to any party other than the City.

*Sec. 508. Provisions Concerning Certain Waivers.*—Subject to applicable Federal law, any right or remedy which the Government may have under this Agreement may be waived by the Government, if, in the judgment of HUD, this Agreement, as so modified, will still conform to the terms and requirements of pertinent laws.

*Sec. 509. When Rights and Remedies Not Waived.*—In no event shall any payment by the Government hereunder constitute or be construed to be a waiver by the Government of any breach of covenant or any default which may then exist on the part of the City, and the making of any such payment while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Government with respect to such breach or default.

*Sec. 510. Severability of Provisions.*—If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

*Sec. 511. Approvals and Notices.*

(A) HUD approval shall be required for any substantial change in the Program, or for any substantial change in the work program of any item included in the Grant Budget, or for the addition or deletion of a project or activity from the Grant Budget.

(B) Whenever under the Agreement HUD approvals, authorizations, waivers, instructions or determinations are required, they shall be effective only when given either (1) in writing and signed by HUD or (2) by general issuances or regulations issued from time to time by HUD.

*Sec. 512. Maintenance of Effort.*—Payment by the Government shall be conditioned upon the maintenance during the period of this Agreement by the locality a level of aggregate expenditures for projects or activities similar to those being assisted under this Agreement, which is not less than the level of aggregate expenditures for such projects or activities prior to the execution of this Agreement. The City will promptly notify HUD of any matters which have a material tendency to affect compliance with this requirement.

*Sec. 513. Political Activity Prohibited.*—None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used in the performance of this Agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.

*Sec. 514. Fair Housing.*—In all housing projects and activities and in all relocation activities made possible by or resulting from this Agreement, the City agrees to take affirmative action to further the fair housing policies of the Government.

*Sec. 515. Lobbying Prohibited.*—None of the Grant funds shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before the Congress.

*Sec. 516. Labor Standards.*—There shall be included in all construction contracts, made possible by or resulting from this Agreement, with private entities the applicable labor standards provisions, if the work being carried on is not otherwise subject to provision of Federal law imposing labor standards on federally assisted construction and in the case of residential projects if the project is designed for the residential use of eight or more families.

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## Authority Granted for Acceptance of Certain Grants for Approved Project Proposals under Federal Highway Safety Act of 1966 as part of State Program.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

WHEREAS, The Illinois Highway Safety Program, in conformance with the National Highway Safety Act of 1966 (Public Law 89-564), authorizes political subdivisions to carry out local highway safety programs as part of the State program, making 40 percent of any federal funds allocated under provisions of the Act available for support of such local programs; and

WHEREAS, The Chicago Street Traffic Commission, as coordinating agency in the development of traffic programs in the City of Chicago, has submitted projects to the Illinois Department of Public Works and Buildings, which administers the State program, and has received official approval of certain projects, as follows:

| | |
|---|---|
| 1. Project No. PT-69-9-001<br>Videotape Training Program—<br>Phase II<br>(Police Department) .......... | $27,000.00 |
| 2. Project No. PT-69-10-001<br>Safety Education—Film Library<br>(Police Department) ......... | 8,000.00 |

| | | |
|---|---|---|
| 3. | Project No. PT-69-11-001<br>Officer Safety—Program for Grammar Schools<br>(Police Department) .......... | $11,000.00 |
| 4. | Project No. PT-69-12-001<br>Defensive Driver Exhibit<br>(Police Department) .......... | 7,000.00 |
| 5. | Project No. CD-69-14-001<br>Speed Zone Investigations<br>(Bureau of Street Traffic) .... | 39,000.00 |
| 6. | Project No. IS-69-10-001<br>Training Traffic Personnel in Highway Maintenance and Safety<br>(Bureau of Street Traffic) ..... | 26,700.00 |
| 7. | Project No. IS-68-3-002<br>Identification and Surveillance of Accident Locations<br>(Bureau of Street Traffic) ..... | 53,000.00 |
| 8. | Project No. PS-69-4-001<br>Pedestrian Safety<br>(Bureau of Street Traffic) .... | 30,700.00; |

now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Mayor of the City of Chicago is authorized to accept grants for Project No. PT-69-9-001 in the amount of $27,000.00; Project No. PT-69-10-001 in the amount of $8,000.00; Project No. PT-69-11-001 in the amount of $11,000.00; Project No. PT-69-12-001 in the amount of $7,000.00; Project No. CD-69-14-001 in the amount of $39,000.00; Project No. IS-69-10-001 in the amount of $26,700.00; Project No. IS-68-3-002 in the amount of $53,000.00; and Project No. PS-69-4-001 in the amount of $30,700.00 from the Department of Public Works and Buildings of the State of Illinois, under the National Highway Safety Act of 1966 (Public Law 89-564).

SECTION 2. That the Chicago Street Traffic Commission and its member agencies are authorized to implement such projects as are approved by the Mayor of the City of Chicago.

SECTION 3. That this ordinance shall be in force and effect from and after its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

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## Ordinances Amended to Extend Terms of Leases to Air Wisconsin, Inc. and Midstate Air Commuter at Chicago-O'Hare International Airport.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, to authorize extensions of leases to Air Wisconsin, Inc. and Midstate Air Commuter for leases of space at Chicago-O'Hare International Airport.

On separate motions made by Alderman Keane *each* of the two proposed ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

Said proposed ordinances as passed read respectively as follows (the Italic heading in each case not being a part of the ordinance):

### *Air Wisconsin Inc.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Aviation and the City Comptroller, subject to approval as to form and legality of the Corporation Counsel, are authorized to execute in behalf of the City of Chicago, an amendment to an agreement with Air Wisconsin, Inc. at Chicago-O'Hare International Airport, passed by the City Council on August 4, 1967 (C.J.P. pp. 698-702), said amendment to be in substantially the following form:

FIRST AMENDMENT TO AGREEMENT
BETWEEN THE CITY OF CHICAGO AND
AIR WISCONSIN, INCORPORATED.

This Agreement made and entered into, this ............ day of ................................, A.D., 19.... by and between the City of Chicago, a municipal corporation of the State of Illinois, hereinafter referred to as "City" and Air Wisconsin, Incorporated, hereinafter referred to as "Airline".

WITNESSETH:

Whereas, City and Airline have heretofore entered into an agreement under date of August 14, 1967, authorized by City Council August 14, 1967 (C.J.P. pp. 698-702) hereinafter referred to as "Said Agreement", in and by which City among other provisions granted to Airline, certain privileges or premises to be occupied and used for the purposes therein stated, located at Chicago-O'Hare International Airport in the City of Chicago, Counties of Cook and DuPage, and State of Illinois.

Now, Therefore, City, in consideration of the provisions and conditions set forth in said agreement, does hereby amend said agreement, and Airline hereby accepts said privileges or premises therein set forth and upon the terms, conditions and provisions set forth and stated therein (to which reference is hereby made, and which the parties agree will be incorporated, and shall be considered to be incorporated herein, by this reference thereto) except insofar and only insofar as said privileges, premises, terms, conditions and provisions are modified, changed, or amended by the further provisions of this agreement.

It is hereby further agreed, that the sole modifications of, changes in, and amendments to, said agreement, which are hereby made therein, and which shall be applicable to all renewals and extensions as may be made and provided for therein, are as follows:

1. That paragraph, appearing on page 12 of Part II—Special Conditions of Said Agreement, reading as follows:

"3. *Term*

The term of this agreement shall be for a period of two (2) years commencing on August 14, 1967, the date of approval ordinance by the City Council of the City of Chicago. It is understood and agreed that, notwithstanding the above term, either party may cancel this agreement upon thirty (30) days notice to the party in writing of its election so to do."

shall be and is hereby modified, changed and amended to read as follows:

3. *Term*

The term of this agreement shall be for a period of one (1) year commencing on August 14, 1969, and terminating on August 13, 1970. It is understood and agreed that, notwithstanding the above term, either party may cancel this agreement upon thirty (30) days notice to the other party of its election so to do.

It is, therefore, agreed that except solely as hereinabove modified, changed and amended, the privileges, premises, terms, conditions and provisions of said agreement shall apply to, and shall govern, this amendment of said agreement and any and all further renewals or extensions thereof for any subsequent period which may be affected or made under and in accordance therewith.

This agreement was authorized by the City Council of the City of Chicago on the ............... day of .........................., 19...., (C.J.P.p. ...........).

In Witness Whereof, the parties hereto have caused this instrument to be executed under their respective seals on the day and year first above written.

[Signature forms omitted]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

*Midstate Air Commuter*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Commissioner of Aviation and the City Comptroller, subject to approval as to form and legality of the Corporation Counsel, are authorized to execute in behalf of the City of Chicago, an amendment to an agreement with Midstate Air Commuter at Chicago-O'Hare International Airport, passed by the City Council on August 14, 1967 (C.J.P. pp. 703-704), said amendment to be in substantially the following form:

FIRST AMENDMENT TO AGREEMENT
BETWEEN THE CITY OF CHICAGO AND
MARSHFIELD AIRWAYS, INC.

This Agreement made and entered into, this .................. day of ............................, A.D., 1969 by and between the City of Chicago, a municipal corporation of the State of Illinois, hereinafter referred to as "City" and Marshfield Airways, Inc. d/b/a Midstate Air Commuter, hereinafter referred to as "Tenant".

WITNESSETH:

Whereas, City and Airline have heretofore entered into an agreement under date of August 14, 1967, authorized by City Council August 14, 1967 (C.J.P. pp. 703-704), hereinafter referred to as "Said Agreement", in and by which City among other provisions granted to Airline certain privileges or premises to be occupied and used for the purposes therein stated, located at Chicago-O'Hare International Airport, in the City of Chicago, Counties of Cook and DuPage, and State of Illinois.

Now, Therefore, City, in consideration of the provisions and conditions set forth in said agreement, does hereby amend said agreement, and Airline hereby accepts said privileges or premises therein set forth and upon the terms, conditions and provisions set forth and stated therein (to which reference is hereby made, and which the parties agree will be incorporated, and shall be considered to be incorporated herein, by this reference thereto) except insofar and only insofar as said privileges, premises, terms, conditions and provisions are modified, changed, or amended by the further provisions of this agreement.

It is hereby further agreed that the sole modifications of, changes in, and amendments to, said agreement, which are hereby made therein, and which shall be applicable to all renewals and extensions as may be made and provided for therein, are as follows:

1. That paragraph, appearing on page 12 of Part II—Special Conditions of Said Agreement, reading as follows:

"3. *Term*

The term of this agreement shall be for a period of two (2) years commencing on August 14, 1967, the date of approval of ordinance by the City Council of the City of Chicago. It is understood and agreed that, notwithstanding the above term, either party may cancel this agreement upon thirty (30) days notice to the party in writing of election so to do."

shall be and is hereby modified, changed and amended to read as follows:

3. *Term*

The term of this agreement shall be for a period of one (1) year commencing on August 14, 1969, and terminating on August 13, 1970. It is understood and agreed that, notwithstanding the above term, either party may cancel this agreement upon thirty (30) days notice to the other party of its election so to do.

It is, therefore, agreed that except solely as hereinabove modified, changed and amended, the privileges, premises, terms, conditions and provisions of said agreement shall apply to, and shall govern, this amendment of said agreement and any and all further renewals or extensions thereof for any subsequent period which may be affected or made under and in accordance therewith.

This agreement was authorized by the City Council of the City of Chicago on the .................. day of ............................., 19...., (C.J.P. p. .......................).

In Witness Whereof, The parties hereto have caused this instrument to be executed under their respective seals on the day and year first above written.

[Signature forms omitted]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

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## Authority Granted to Braniff Airways for Assignment to Northwest Airlines of All Leasehold Interests in Joint Cargo Building No. 2 at Chicago-O'Hare International Airport.

The Committee on Finance submitted a report rec-

ommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Mayor, subject to attestation by the City Clerk and to approval by the City Comptroller and as to form and legality by the Corporation Counsel, is authorized to execute an agreement by and between Northwest Airlines, Inc., Braniff Airways, Inc., and the City of Chicago for premises at Chicago-O'Hare International Airport, said agreement to be in substantially the following form:

ASSIGNMENT OF LEASE AND ASSUMPTION

Agreement made as of the 15th day of October, 1968 between Braniff Airways, Incorporated with an office at Exchange Park, Dallas, Texas (Assignor) and Northwest Airlines, Inc. with offices at Minneapolis/St. Paul International Airport, St. Paul, Minnesota (Assignee),

WITNESSETH:

Whereas, Assignor is the lessee under that certain Joint Cargo Building and Site Lease dated as of January 1, 1959 with the City of Chicago, a municipal corporation of the State of Illinois, as the lessor, covering certain premises and facilities in the Joint Airline Cargo Area at Chicago-O'Hare International Airport, as shown on Exhibit "A" and "A2" attached thereto, and

Whereas, The parties desire to agree upon the assignment of said Lease from Assignor to Assignee,

Now, Therefore, in consideration of the sum of One Dollar and other good and valuable considerations paid by Assignee to Assignor, the receipt of which are hereby acknowledged, Assignor hereby assigns and transfers all its right, title and interest in and under said Lease to Assignee, its successors and assigns, subject to and conditioned upon, however, the consent of the City of Chicago as the lessor.

To Have and to Hold the same unto Assignee, its successor and assigns, from October 15, 1968 and for the remainder of the term of the said Lease, subject to the rental, terms, covenants and conditions of the said Lease, and subject to the right of the lessor to require removal of an extension to the original facility at any time.

And Assignee for itself, its successors and assigns hereby assumes the performance of all the terms, covenants and conditions of the said Lease on the part of the lessee to be performed, including the obligation to remove the extension when the lessor requires removal, and to indemnify the lessor for any damage arising out of any default on the part of Assignee to pay the said rent or to perform the said covenants, terms and conditions.

In Witness Whereof the parties hereto have signed, sealed and delivered this Agreement on the day first above written.

[Exhibit "A", "A2" and signature forms omitted]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

### Establishment of Landing Fees Revised for Private Non-Scheduled Commercial Aircraft at Chicago-O'Hare International Airport.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Section 37-11 (a) of the Municipal Code of Chicago is amended to read as follows:

(a) For each landing at Chicago-O'Hare International Airport of an aircraft not operated by a scheduled airline, and not a non-commercial private aircraft, $.30 per thousand pounds approved maximum landing weight or fraction thereof, provided that the minimum charge for each such landing shall be............................$2.50.

SECTION 2. This ordinance shall be in force and effect beginning July 1, 1969.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

### Authority Granted for Issuance and Sale of Tax Anticipation Warrants for Corporate, Chicago Public Library and City Relief Purposes for Year 1969 and Previous Ordinance Repealed.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, to authorize issuance and sale of Tax Anticipation Warrants for Corporate, Chicago Public Library and City Relief Purposes for the year 1969 and previous ordinance repealed.

On motion of Alderman Keane the said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost*.

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, Cook County, Illinois, has heretofore duly adopted an ordinance levying taxes upon all the taxable property within the City of Chicago for the fiscal year ending December 31, 1969 for the payment of the necessary expenses and liabilities incurred and to be incurred during said fiscal year for the following purposes:

| *Purposes* | *Amount of Taxes Levied* |
|---|---|
| Corporate | $196,488,300 |
| Chicago Public Library Maintenance and Operation | 9,000,000 |
| City Relief | 11,320,504 |

and

WHEREAS, There is not now sufficient money in the treasury of the City to pay the necessary expenses and liabilities for Corporate, Chicago Public Library—Maintenance and Operation, and City Relief purposes of said City, and in addition to the warrants heretofore issued authorized pursuant to the ordinance adopted by the City Council on January 31, 1969, additional warrants must now be issued;

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That Tax Anticipation Warrants of the City of Chicago, Cook County, Illinois, be and are hereby ordered to be issued in anticipation of the collection of taxes heretofore levied for the year 1969 by the City Council for the payment of the necessary expenses and liabilities for which the taxes against which said warrants are to be issued have been levied. These warrants shall be numbered consecutively, with an additional designation to indicate the tax against which they are issued, and shall be payable, both principal and interest, in the numerical order of their issuance, including all other warrants heretofore issued against said taxes. The warrants hereby authorized shall be dated as of the date of delivery of the warrants to the purchasers, bear interest at the rate of six per cent (6%) per annum from date until paid, be of the denomination, and be numbered, as follows:

*Corporate Warrants*

| *Numbers Inclusive* | *Denomination* | *Amount* |
|---|---|---|
| C-4371 to C-7370 | $10,000 | $30,000,000 |

*Public Library—Maintenance and Operation*

| *Numbers Inclusive* | *Denomination* | *Amount* |
|---|---|---|
| L-77 to L-296 | $10,000 | $ 2,200,000 |

*City Relief*

| *Numbers Inclusive* | *Denomination* | *Amount* |
|---|---|---|
| R-91 to R-370 | $10,000 | $ 2,800,000 |

These warrants shall be signed by the Mayor of the City and countersigned by the Comptroller by their duly authorized proxies, and the corporate seal of said City shall be affixed thereto. The principal of and interest upon these warrants shall be payable at the office of the Treasurer of the City of Chicago, Cook County, Illinois.

SECTION 2. These warrants shall be in substantially the following form:

State of Illinois
County of Cook
City of Chicago Tax Anticipation Warrant
——————— Purpose

No. ——————— $———————

The Treasurer of the City of Chicago, Cook County, Illinois, from the proceeds of taxes levied for the year 1969, for .................. purposes, when received, will pay to Bearer the sum of .................. Dollars ($......................) with interest at the rate of ........ per cent (........%) per annum from the date hereof until paid or until the Comptroller of said City by publication of a notice in a newspaper published in the City of Chicago, Illinois, shall give notice to the holder that money for the payment of this warrant is available, and shall in such notice fix a date for the presentation and payment hereof.

This warrant is one of a series of warrants which are numbered consecutively in the order of their issuance, issued in anticipation of said taxes so levied for the year 1969 for .......................... purposes, and is payable, both principal and interest, in the numerical order of issuance beginning with the warrant having the lowest number solely from said taxes when collected and not otherwise, which taxes are assigned and pledged to the payment of this warrant and of all warrants issued against and in anticipation of such taxes in the numerical order of their issuance as aforesaid, the total amount of such warrants issued, of which this warrant is one, does not exceed the amount prescribed by law, and this warrant shall be received by any collector of taxes in payment of the taxes against which it is issued.

In Witness Whereof, The City of Chicago, by its City Council, has caused the seal of said City to be affixed hereto and this warrant to be signed by its Mayor and countersigned by its Comptroller as of the ...................... day of ......................, 1969.

———————————
Mayor

Countersigned:

———————————
Comptroller

SECTION 3. The sale of these warrants at the price of par and accrued interest to date of delivery thereof heretofore entered into by the Comptroller with The First National Bank of Chicago and Associates, be and the same is hereby ratified and approved, and upon payment therefor said warrants shall be delivered to said purchasers and the proceeds thereof shall be used only to pay such necessary expenses and liabilities incurred for the respective purposes above described for which taxes were levied.

SECTION 4. That the Mayor and the City Comptroller be and are hereby authorized to issue and sell additional warrants from time to time to the Funds of the City now held in the treasury of the City of Chicago which are set aside for use for particular purposes but which are not immediately necessary for those purposes. All such warrants issued and sold to such Funds of the City shall bear interest at the rate of not to exceed four per cent (4%) per annum, and shall be payable as required by law, and shall be numbered beginning with the lowest number succeeding the highest number of outstanding warrants against each respective tax.

SECTION 5. That the ordinance adopted June 23, 1969, authorizing said warrants be and is hereby repealed.

SECTION 6. That this ordinance shall be effective upon its passage and approval by law.

## City Comptroller Authorized to Execute Leases of Certain Properties for Municipal Purposes.

The Committee on Finance submitted a report recommending that the City Council pass six proposed ordinances transmitted therewith, to authorize the City Comptroller to lease specified parcels of property for use of City Departments and Agencies.

On separate motions made by Alderman Keane *each* of the said proposed ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

Said proposed ordinances as passed read respectively as follows (the Italic heading in each case not being a part of the ordinance).

### *Board of Health*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from William Tokowitz for two stores located at Nos. 6500-6502 S. Cottage Grove Avenue, approximately 2,150 square feet; such lease to be approved by the Commissioner of the Board of Health, and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease attached to this ordinance printed on page 5826 of this Journal]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Chicago Committee on Urban Opportunity*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from Guaranty Bank and Trust Company, Trustee under Trust No. 11178, for space in the entire building at Nos. 6400-6410 S. Green Street, consisting of approximately 56,400 square feet; such lease to be approved by the Directress of the Chicago Committee on Urban Opportunity, and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease attached to this ordinance printed on page 5827 of this Journal]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Commission on Human Relations*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from Chrysler Realty Corporation, for approximately 5,526 square feet of office space on the third floor of the building located at No. 640 N. LaSalle Street; such lease to be approved by the Director of the Commission on Human Relations and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease attached to this ordinance printed on page 5828 of this Journal]

Rider "A"

(a) Lessee shall pay base rent for said premises during the continuance of this lease at the rate of Two Thousand Four Hundred Thirty-Three and 37/100 Dollars ($2,433.37) per month payable in advance of the first day of each calendar month by the office of the City Comptroller.

(b) In addition to the Base Rent, Tenant shall pay Landlord additional rent, as hereinafter described, for each calendar year following the Base Year, as hereinafter referred to as Comparison Year. The additional rent to be paid by Tenant under the provisions of this paragraph for each Comparison Year shall equal the percentage which constitutes the ratio which the net rental area of the premises bears to the total net rentable area of the building (excluding the net rental area of the automobile dealership occupying the basement and a portion of the first floor of the Building) of the amount by which the sum of (i) the property taxes levied against the Building and the land on which it is located for the Comparison year and (ii) the direct operating expenses for the Building for such Comparison Year exceeds the sum of the property taxes and the direct operating expenses for the Base Year.

(c) The term "property taxes" shall mean all taxes and assessments special or otherwise, levied upon or with respect to the Building and the land on which it is located, including any personal property taxes imposed upon the fixtures, machinery, equipment, apparatus, systems and appurtenances in, upon or used in connection with the Building for the operation thereof.

The portion of such property taxes allocated by Landlord to the automobile dealership occupying the basement and a portion of the first floor of the Building shall be excluded from the definition "property taxes."

Property taxes for the Base Year shall be computed for this purpose by multiplying the general property rates for taxes payable in the year of execution of the Lease by the assessed-value for the first year in which the land and the completed Building have been assessed for general property taxes. Taxes for subsequent Comparison Years shall be deemed to be the taxes payable in the respective calendar year even though the levy or assessment thereof may be for a different year.

(d) Direct operating costs shall include, but shall not be limited to, taxes (other than property taxes), heat, janitor service, elevator service, water, labor, contracted labor, licenses, permit and inspection fees, insurance, materials, service charges and all other direct costs of operating and maintaining the Building (excepting the portion of such costs allocated by Landlord to the automobile dealership

(Continued on page 5829)

**This Agreement,** Made this ______ day of ______ A. D. 1969, between William Tokowitz ______, as Lessor and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

**Witnesseth:** That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit

Two Stores located at 6500-6502 S. Cottage Grove Avenue, approximately 2,150 square feet, for a Child and Youth Program by the Board of Health.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of May A. D. 19 69, and ending on the 30th day of April A. D. 1971. Lessee has the right to terminate this lease upon thirty days' prior written notice; ~~and the right to renew this lease for a further period of~~ ~~on the same terms and rental, by giving to the Lessor ---, in either case ---------- days' written notice of its election so to do.~~

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at 3848 Rutgers Lane, Northbrook, Illinois, or at such other place as the Lessor from time to time in writing may appoint.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of Four Hundred and no/100 - - - - - - - - - - - - - - - - ($400.00) Dollars per month, payable in advance on the first day of each calendar month by the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at ______ own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

Lessor will furnish heat, hot water and janitor service.

Lessee will furnish electricity and plate glass insurance.

It has been requested by the Lessee to have a door opening between 6502 and 6504 S. Cottage Grove Avenue - if permission is granted should be at Lessee's expense.

It is mutually agreed and understood by and between the parties hereto that the remuneration mentioned in this lease is payable sole from funds when made available by the Federal Government.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

**In Witness Whereof,** this lease is signed by or on behalf of the parties hereto the day and year first above written.

[Signature forms omitted]

**This Agreement,** Made this First day of May A. D. 19 69, between Guaranty Bank and Trust Company, Trustee, under Trust No. 11178, as Lessor and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

**Witnesseth:** That the Lessor do es hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit:

Space in the entire building at 6400-6410 S. Green Street, consisting of approximately 56,400 square feet, for office of Englewood Center, Chicago Committee on Urban Opportunity.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of May A. D. 1969, and ending on the 30th day of April A. D. 19 71. Lessee has the right to terminate this lease upon thirty days' notice. It is mutually agreed and understood by and between the parties hereto that the remuneration mentioned in this lease is payable from ~~and the right to renew this lease for a further period of~~ funds when made available by the Federal Government. on the same terms and rental, by giving to the Lessor , in either case days' written notice of its election so to do. Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at L.V. Solomon, 77 W. Washington Street - 60602 or at such other place as the Lessor from time to time in writing may appoint.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of Three Thousand Nine Hundred Ninety-five and no/100 ($ 3,995.00) Dollars per month, payable in advance on the first day of each calendar month by the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessee to furnish all utilities; to provide all janitorial services, except those provided herein to be furnished by Lessor.

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at their own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

Lessor to maintain the exterior of the premises including the roof and fire escapes; to maintain the heating plant; to furnish heat when necessary seven days a week during the hours from 8:00 A.M. to 10: P.M., and to provide personnel to maintain and operate the heating plant, and at their expense to do all work necessary on the premises to comply with the regulations of the Municipal Code; to carry necessary insurance on building, boiler and elevator.
Lessor to maintain elevator in operating condition.

Lessee to be responsible for day to day maintenance.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor , and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor , excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

**In Witness Whereof,** this lease is signed by or on behalf of the parties hereto the day and year first above written.

[Signature forms omitted]

**This Agreement,** Made this ........ day of ........ A. D. 1969, between Chrysler Realty Corporation ........ as Lessor and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit:

Approximately 5,526 square feet of office space on the third floor of the building located at 640 N. LaSalle Street, to be occupied by the Department of Human Relations.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of September A. D. 1969, or date of occupation and ending on the 31st day of August A. D. 1974 or five years after the date of occupancy, whichever is later./ Lessee has the right to terminate this lease to terminate upon ninety days' prior written notice after August 31, 1970, or one year after the date of occupancy, whichever is later. ~~and the right to renew this lease for a further period of~~ ........ ~~on the same terms and rental, by giving to the Lessor, in either case, ........ days' written notice of its election so to do.~~

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at Arthur Rubloff and Co., 69 W. Washington Street 60602 or at such other place as the Lessor from time to time in writing may appoint.

SEE RIDER "A"

~~Lessee shall pay rent for said premises during the continuance of this lease at the rate of ........ ($........) Dollars per month, payable in advance on the first day of each calendar month by the office of the City Comptroller.~~ Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessor's own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. ~~If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.~~

SEE RIDER "B" and "C"

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written.

[Signature forms omitted]

(Continued from page 5825)

occupying the basement and a portion of the first floor of the Building).

All expenditures scheduled less often than annually shall be prorated over the period to which such expenditures are applicable. In the event, because of a major capital improvement or by the use of automation, the operating expenses in any year after the base year are reduced, then the operating costs for the Base Year shall be reduced for the purpose of determining escalation rent as though such improvement or automation had been in effect during the Base Year.

(e) "Calendar year" as used in this paragraph 3 shall mean January 1 through December 31, inclusive.

(f) Statements of Tenant's pro rata share of increased property taxes and direct operating expenses to be paid by Tenant as additional rent for any Comparison Year shall be rendered by Landlord to Tenant as soon as reasonably feasible following such Comparison Year and such additional rent shall be paid by Tenant to Landlord on the first day for the payment of Base Rent under this lease following the rendering of such statement. If the final lease year is less than twelve months, the additional rent shall be prorated. Landlord agrees to keep books and records reflecting direct operating expenses of the Building in accordance with generally accepted accounting principles.

Tenant shall have the reasonable right to inspect such books during business hours for the purposes of verifying the information in any such statement of additional rent.

(g) Total monthly rent to be paid by the tenant under the terms of this Rider "A" shall in no case exceed the following:

Two Thousand Four Hundred Eighty-two and 00/100 Dollars ($2,482.00) per month during the second year of the lease term

Two Thousand Five Hundred Thirty and 86/100 Dollars ($2,530.86) per month during the third year of the lease term

Two Thousand Five Hundred Seventy-nine and 39/100 ($2,579.39) per month during the fourth year of the lease term

Two Thousand Six Hundred Twenty-eight and 02/100 Dollars ($2,628.02) per month during the fifth year of the lease term

(h) MORTGAGE BY LANDLORD. This lease is subject and subordinate to all mortgages which may now or hereafter affect the real property of which the demised premises forms a part, and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative and no further instrument of subordination shall be required by any mortgagee. Tenant hereby constitutes and appoints Landlord the Tenant's attorney-in-fact to execute any such certificate or certificates for and on behalf of Tenant.

[Rider "B" attached to this ordinance printed on page 5830 of this Journal]

Rider "C"

SERVICE. The Landlord shall provide the following services to Tenant:

(a) Janitor Service and customary cleaning in and about the premises, Saturdays, Sundays and holidays excepted.

(b) Heat daily from 9 a.m. to 6 p.m. (Saturdays to 1 p.m.) Sundays and Holidays excepted, whenever heat shall be required for the comfortable occupancy of the premises.

(c) Water from City mains for drinking, lavatory and toilet purposes as customary for office use, drawn through fixtures installed by the Landlord.

(d) Operatorless Elevator Service in common with other Tenants at all times.

(e) Tenant shall pay direct to Commonwealth Edison Company the cost of all electrical consumption in the demised premises. The expense of metering such electrical consumption shall be borne by the tenant.

(f) Window Washing of all windows in the Premises, both inside and out, weather permitting at least once each month.

(g) Air Conditioning as hereafter described in paragraph 19.

(h) Washing of interior walls after the expiration of two and one-half (2½) years of the Lease provided the Lease term is at least five (5) years and repainting of interior walls in the Building standard colors selected by Tenant after the expiration of five (5) years provided the Lease term is at least six (6) years.

The Landlord does not warrant that any of the services above mentioned will be free from interruptions caused by repairs, renewals, improvements, alterations, strikes, lockouts, accidents, inability of the Landlord to obtain fuel or supplies, or any other cause or causes beyond the reasonable control of the Landlord. Any such interruption of service shall never be deemed an eviction or disturbance of the Tenant's use and possession of the Premises or any part thereof, or render the Landlord liable to the Tenant for damages, or relieve the Tenant from performance of the Tenant's obligations under this lease, provided, however, that Landlord will at all times use reasonable efforts promptly to remedy any situation which might interrupt such services.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Model Cities Program*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from Chrysler Realty Corporation for approximately 10,667 square feet of office space on the third floor of the building located at No. 640 N. LaSalle Street; such lease to be approved by the Administrative Assistant to the Mayor and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease attached to this ordinance printed on page 5831 of this Journal]

Rider "A"

(a) Lessee shall pay base rent for said premises during the continuance of this lease at the rate of Four Thousand Six Hundred Ninety-seven and 21/100 Dollars ($4,697.21) per month payable in advance on the first day of

(Continued on page 5832)

## RIDER "B"

**CONSTRUCTION:**

Landlord is constructing at the location first above described, a first class, modern, air conditioned office building with refinements of design and quality of construction and improvements in accordance with these requirements.

From time to time at the request of Tenant, Landlord will advise Tenant of the progress in the construction of the Building and Landlord's estimate of the time when the Premises will be substantially completed and reasonably ready for occupancy by Tenant.

Tenant will submit to Landlord on or before the date set forth in the Schedule, detailed architectural drawings and specifications setting forth the work and improvements required to be done for the Premises by the Landlord and Landlord shall supply and install the following specified items at Landlord's expense:

A. Seven (7) lineal feet of standard building partitions for each 100 square feet of rental area.

B. One (1) Building standard interior door with frame and hardware for each 700 square feet of rental area.

C. One (1) Building standard entrance door with hardware for each suite.

D. Acoustical ceiling throughout the demised Premises.

E. Recessed fluorescent light fixtures standard of the Building (including initial tube installation only), in quantities necessary to give an average of 50 foot candles.

F. One (1) Building standard wall type duplex electric outlet for each 150 square feet of rental area.

G. One (1) surface mounted duplex floor type electric outlet for each 20' x 20' bay (not including public areas).

H. One (1) Building standard wall switch for each 400 square feet of rental area.

I. One (1) Building standard wall type telephone outlet for each 150 square feet of rental area.

J. One (1) surface Building standard telephone outlet for each 20' x 20' bay (not including public areas).

K. Painting of the demised Premises throughout in Building standard colors selected by the Tenant.

L. Grade C asphalt tile floor covering in building standard colors throughout the demised Premises. Building standard resilient base throughout the demised Premises.

M. Building standard traverse drapes at exterior windows.

N. Heating and cooling equipment and duct work sufficient to heat and air condition the Building for normal office tenancy. If the Tenant has any special or unusual air conditioning or ventilating requirements, Tenant shall pay the extra cost of such special or unusual installation required therefor.

In the event Tenant fails to deliver its plans within the time required above or in the event that Tenant modifies or changes its plans thereafter then it shall be presumed that delivery of the demised Premises was delayed by the amount of time equivalent to such delay in delivery of plans or by the amount of time required to make revised plans, correct work and otherwise make the changes required by Tenant and in this event Tenant shall pay to Landlord all its costs for such changes and a sum equal to the base annual rent for the period of such delay.

All the above items furnished by Landlord will be in accordance with the Standards set by Landlord for the Building. Any installations required by Tenant in excess or in variance from the above requirements, or not Standard of the Building, shall be made by Landlord, but all costs for such excesses of variations shall be reimbursed to Landlord. Costs as used herein shall include all bona fide charges to Landlord either from a general contractor or from suppliers, materialmen, laborers or other contractors for material, labor, contractor's charges and other out-of-pocket costs plus ten per cent (10%) for overhead, plus an additional ten per cent (10%) of the aggregate for profit, other expenses and contingencies. Landlord may submit statements not more often than monthly for such excess costs. At or about the time Tenant moves into the premises Landlord may submit an estimated bill accompanied by the architect's or contractor's certificate that this is their best estimate of the complete cost for all work done for Tenant which bill will be paid by Tenant within ten (10) days thereafter. Upon the final bill being presented the difference, if any, shall be adjusted in cash. Tenant shall have a right to examine or audit Landlord's books or records, at Tenant's expense, to verify any statement rendered to it hereunder.

The term of this Lease and the rental called for herein shall not commence until the Premises are substantially completed and reasonably ready for occupancy by Tenant, including all the work to be done by Landlord for Tenant, but excluding any incompleted work Tenant does for itself, and Landlord has given Tenant at least thirty (30) days prior notice specifying the day on which possession of the demised Premises may be taken by Tenant. Payment of rent shall commence on the date designated in the aforementioned notice or when Tenant takes possession, whichever is first, but the term of this Lease shall commence on the first day of the month following the date when such rent shall commence. If the Building is not completed by ....November 1, 1969.........., either party may cancel this Lease by written notice to the other party.

**CHRYSLER REALTY CORPORATION**

by ..............................................................................................

Tenant:

by ..............................................................................................

**This Agreement,** Made this ........ day of ........ A. D. 1969, between Chrysler Realty Corporation ........ as Lessor and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

**Witnesseth:** That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit:

Approximately 10,667 square feet of office space on the third floor of the building located at 640 N. LaSalle Street, for use by Model Cities Program.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of August A. D. 19 69 / or actual date of occupancy and ending on the 31st day of July A. D. 1974 / or five years after date of occupancy, whichever is later. Lessee has the right to terminate this lease upon Ninety days' prior written notice after July 1, 1970 or one year after the actual date of occupancy, whichever is later. ~~and the right to renew this lease for a further period of~~

~~on the same terms and rental, by giving to the Lessor in either case days' written notice of its election so to do.~~

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at Arthur Rubloff and Company, 69 W. Washington St. 60602 or at such other place as the Lessor from time to time in writing may appoint.

SEE RIDER "A"

~~Lessee shall pay rent for said premises during the continuance of this lease at the rate of ($ ) Dollars per month, payable in advance on the first day of each calendar month by the office of the City Comptroller.~~ Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessor's own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. ~~If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.~~

SEE RIDER "B" and RIDER "C"

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

**In Witness Whereof,** this lease is signed by or on behalf of the parties hereto the day and year first above written.

[Signature forms omitted]

(Continued from page 5829)

each calendar month by the office of the City Comptroller.

(b) In addition to the Base Rent, Tenant shall pay Landlord additional rent, as hereinafter described, for each calendar year following the Base Year, as hereinafter referred to as Comparison Year. The additional rent to be paid by Tenant under the provisions of this paragraph for each Comparison Year shall equal the percentage which constitutes the ratio which the net rental area of the premises bears to the total net rentable area of the building (excluding the net rental area of the automobile dealership occupying the basement and a portion of the first floor of the Building), of the amount by which the sum of (i) the property taxes levied against the Building and the land on which it is located for the Comparison year and (ii) the direct operating expenses for the Building for such Comparison Year exceeds the sum of the property taxes and the direct operating expenses for the Base Year.

(c) The term "property taxes" shall mean all taxes and assessments special or otherwise, levied upon or with respect to the Building and the land on which it is located, including any personal property taxes imposed upon the fixtures, machinery, equipment, apparatus, systems and appurtenances in, upon or used in connection with the Building for the operation thereof. The portion of such property taxes allocated by Landlord to the automobile dealership occupying the basement and a portion of the first floor of the Building shall be excluded from the definition "property taxes". Property taxes for the Base Year shall be computed for this purpose by multiplying the general property rates for taxes payable in the year of execution of the Lease by the assessed value for the first year in which the land and the completed Building have been assessed for general property taxes. Taxes for subsequent Comparison Years shall be deemed to be the taxes payable in the respective calendar year even though the levy or assessment thereof may be for a different year.

(d) Direct operating costs shall include, but shall not be limited to, taxes (other than property taxes), heat, janitor service, elevator service, water, labor, contracted labor, licenses, permit and inspection fees, insurance, materials, service charges and all other direct costs of operating and maintaining the Building (excepting the portion of such costs allocated by Landlord to the automobile dealership occupying the basement and a portion of the first floor of the Building).

All expenditures schedules less often than annually shall be prorated over the period to which such expenditures are applicable. In the event, because of a major capital improvement or by the use of automation, the operating expense in any year after the base year are reduced, then the operating costs for the Base Year shall be reduced for the purpose of determining escalation rent as though such improvement or automation had been in effect during the Base Year.

(e) "Calendar Year" as used in this paragraph shall mean January 1st through December 31st, inclusive.

(f) Statements of Tenant's pro-rate share of increased property taxes and direct operating expenses to be paid by Tenant as additional rent for any Comparison Year shall be rendered by Landlord to Tenant as soon as reasonably feasible following such Comparison Year and such additional rent shall be paid by Tenant to Landlord on the first day for the payment of Base Rent under this lease following the rendering of such statement. If the final lease year is less than twelve months, the additional rent shall be prorated. Landlord agrees to keep books and records reflecting direct operating expenses of the Building in accordance with generally accepted accounting principles.

Tenant shall have the reasonable right to inspect such books during business hours for the purpose of verifying the information in any such statement of additional rent.

(g) Total monthly rent to be paid by the tenant under the terms of this Rider "A" shall in no case exceed the following:

Four Thousand Seven Hundred Ninety-one and 07/100 Dollars ($4,791.07) per month during the second year of the lease term.

Four Thousand Eight Hundred Eighty-five and 39/100 Dollars ($4,885.39) per month during the third year of the lease term.

Four Thousand Nine Hundred Seventy-nine and 08/100 Dollars ($4,979.08) per month during the fourth year of the lease term.

Five Thousand Seventy-two and 95/100 Dollars ($5,072.95) per month during the fifth year of the lease term.

(h) MORTGAGE BY LANDLORD. This lease is subject and subordinate to all mortgages which may now or hereafter affect the real property of which the demised premises forms a part, and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative and no further instrument of subordination shall be required by any mortgagee. Tenant hereby constitutes and appoints Landlord the Tenant's attorney-in-fact to execute any such certificate or certificates for and on behalf of Tenant.

[Rider "B" attached to this ordinance printed on page 5833 of this Journal]

Rider "C"

SERVICE. The Landlord shall provide the following services to Tenant:

(a) Janitor Service and customary cleaning in and about the premises, Saturdays, Sundays and holidays excepted.

(b) Heat daily from 9 a.m. to 6 p.m. (Saturdays to 1 p.m.) Sundays and holidays excepted, whenever heat shall be required for the comfortable occupancy of the premises.

(c) Water from City mains for drinking, lavatory and toilet purposes as customary for office use, drawn through fixtures installed by the Landlord.

(d) Operatorless Elevator Service in common with other Tenants at all times.

(e) Tenant shall pay direct to Commonwealth Edison Company the cost of all electrical consumption in the demised premises. The expense of metering such electrical consumption shall be borne by the tenant.

(Continued on page 5834)

## RIDER "B"

**CONSTRUCTION:**

Landlord is constructing at the location first above described, a first class, modern, air conditioned office building with refinements of design and quality of construction and improvements in accordance with these requirements.

From time to time at the request of Tenant, Landlord will advise Tenant of the progress in the construction of the Building and Landlord's estimate of the time when the Premises will be substantially completed and reasonably ready for occupancy by Tenant.

Tenant will submit to Landlord on or before the date set forth in the Schedule, detailed architectural drawings and specifications setting forth the work and improvements required to be done for the Premises by the Landlord and Landlord shall supply and install the following specified items at Landlord's expense:

A. Seven (7) lineal feet of standard building partitions for each 100 square feet of rental area.

B. One (1) Building standard interior door with frame and hardware for each 700 square feet of rental area.

C. One (1) Building standard entrance door with hardware for each suite.

D. Acoustical ceiling throughout the demised Premises.

E. Recessed fluorescent light fixtures standard of the Building (including initial tube installation only), in quantities necessary to give an average of 50 foot candles.

F. One (1) Building standard wall type duplex electric outlet for each 150 square feet of rental area.

G. One (1) surface mounted duplex floor type electric outlet for each 20' x 20' bay (not including public areas).

H. One (1) Building standard wall switch for each 400 square feet of rental area.

I. One (1) Building standard wall type telephone outlet for each 150 square feet of rental area.

J. One (1) surface Building standard telephone outlet for each 20' x 20' bay (not including public areas).

K. Painting of the demised Premises throughout in Building standard colors selected by the Tenant.

L. Grade C asphalt tile floor covering in building standard colors throughout the demised Premises. Building standard resilient base throughout the demised Premises.

M. Building standard traverse drapes at exterior windows.

N. Heating and cooling equipment and duct work sufficient to heat and air condition the Building for normal office tenancy. If the Tenant has any special or unusual air conditioning or ventilating requirements, Tenant shall pay the extra cost of such special or unusual installation required therefor.

In the event Tenant fails to deliver its plans within the time required above or in the event that Tenant modifies or changes its plans thereafter then it shall be presumed that delivery of the demised Premises was delayed by the amount of time equivalent to such delay in delivery of plans or by the amount of time required to make revised plans, correct work and otherwise make the changes required by Tenant and in this event Tenant shall pay to Landlord all its costs for such changes and a sum equal to the base annual rent for the period of such delay.

All the above items furnished by Landlord will be in accordance with the Standards set by Landlord for the Building. Any installations required by Tenant in excess or in variance from the above requirements, or not Standard of the Building, shall be made by Landlord, but all costs for such excesses of variations shall be reimbursed to Landlord. Costs as used herein shall include all bona fide charges to Landlord either from a general contractor or from suppliers, materialmen, laborers or other contractors for material, labor, contractor's charges and other out-of-pocket costs plus ten per cent (10%) for overhead, plus an additional ten per cent (10%) of the aggregate for profit, other expenses and contingencies. Landlord may submit statements not more often than monthly for such excess costs. At or about the time Tenant moves into the premises Landlord may submit an estimated bill accompanied by the architect's or contractor's certificate that this is their best estimate of the complete cost for all work done for Tenant which bill will be paid by Tenant within ten (10) days thereafter. Upon the final bill being presented the difference, if any, shall be adjusted in cash. Tenant shall have a right to examine or audit Landlord's books or records, at Tenant's expense, to verify any statement rendered to it hereunder.

The term of this Lease and the rental called for herein shall not commence until the Premises are substantially completed and reasonably ready for occupancy by Tenant, including all the work to be done by Landlord for Tenant, but excluding any incompleted work Tenant does for itself, and Landlord has given Tenant at least thirty (30) days prior notice specifying the day on which possession of the demised Premises may be taken by Tenant. Payment of rent shall commence on the date designated in the aforementioned notice or when Tenant takes possession, whichever is first, but the term of this Lease shall commence on the first day of the month following the date when such rent shall commence. If the Building is not completed by ....November 1, 1969.........., either party may cancel this Lease by written notice to the other party.

**CHRYSLER REALTY CORPORATION**

by ..............................................................................................

**Tenant:**

by ..............................................................................................

(Continued from page 5832)

(f) Window Washing of all windows in the premises, both inside and out, weather permitting at least once each month.

(g) Air Conditioning as hereafter described in paragraph 19.

(h) Washing of interior walls after the expiration of two and one-half ($2\frac{1}{2}$) years of the Lease provided the Lease term is at least five (5) years and repainting of interior walls in the Building standard colors selected by Tenant after the expiration of five (5) years provided the Lease term is at least six (6) years.

The Landlord does not warrant that any of the services above mentioned will be free from interruptions caused by repairs, renewals, improvements, alterations, strikes, lockouts, accidents, inability of the Landlord to obtain fuel or supplies, or any other cause or causes beyond the reasonable control of the Landlord. Any such interruption of service shall never be deemed an eviction or disturbance of the Tenant's use and possession of the Premises or any part thereof, or render the Landlord liable to the Tenant for damages, or relieve the Tenant from performance of the Tenant's obligations under this lease, provided, however, that Landlord will at all times use reasonable efforts promptly to remedy any situation which might interrupt such services.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Dept. of Urban Renewal*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from 1935 East 71st Street Building and The Northern Trust Company as Executor to Will of Gustav Hackel, Deceased, for Nos. 1931-1933 E. 71st Street—two stores, both containing approximately a total of 3,760 square feet of space; such lease to be approved by the Chairman and Commissioner of the Department of Urban Renewal and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease attached to this ordinance printed on page 5835 of this Journal]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Dept. of Human Resources*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from Chrysler Realty Corporation, for approximately 22,942 square feet of office space on the third floor of the building located at No. 640 N. La Salle Street; such lease to be approved by the Commissioner of the Department of Human Resources and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease attached to this ordinance printed on page 5836 of this Journal]

Rider "A"

(a) Lessee shall pay base rent for said premises during the continuance of this lease at the rate of Ten Thousand One Hundred Ten and 83/100 Dollars ($10,110.83) per month payable in advance on the first day of each calendar month by the office of the City Comptroller.

(b) In addition to the Base Rent, Tenant shall pay Landlord additional rent, as hereinafter described, for each calendar year following the Base Year, as hereinafter referred to as Comparison Year. The additional rent to be paid by Tenant under the provisions of this paragraph for each Comparison Year shall equal the percentage which constitutes the ratio which the net rental area of the premises bears to the total net rentable area of the building (excluding the net rental area of the automobile dealership occupying the basement and a portion of the first floor of the Building) of the amount by which the sum of (i) the property taxes levied against the Building and the land on which it is located for the Comparison Year and (ii) the direct operating expenses for the Building for such Comparison Year exceeds the sum of the property taxes and the direct operating expenses for the Base Year.

(c) The term "property taxes" shall mean all taxes and assessments special or otherwise, levied upon or with respect to the Building and the land on which it is located, including any personal property taxes imposed upon the fixtures, machinery, equipment, apparatus, systems and appurtenances in, upon or used in connection with the Building for the operation thereof.

The portion of such property taxes allocated by Landlord to the automobile dealership occupying the basement and a portion of the first floor of the Building shall be excluded from the definition "property taxes."

Property taxes for the Base Year shall be computed for this purpose by multiplying the general property rates for taxes payable in the year of execution of the Lease by the assessed value for the first year in which the land and the completed Building have been assessed for general property taxes. Taxes for subsequent Comparison Years shall be deemed to be the taxes payable in the respective calendar year even though the levy or assessment thereof may be for a different year.

(d) Direct operating costs shall include, but shall not be limited to, taxes (other than property taxes), heat, janitor service, elevator service, water, labor, contracted labor, licenses, permit and inspection fees, insurance, materials, service charges and all other direct costs of operating and maintaining the Building (excepting the portion of such costs allocated by Landlord to the automobile dealership occupying the basement and a portion of the first floor of the Building).

All expenditures scheduled less often than annually shall be prorated over the period to which such expenditures are applicable. In the event, because of a major capital improvement or by the use of automation, the operating expenses in any year after the base year are reduced, then the operating costs for the Base Year shall be reduced for the purpose of determining escalation rent

(Continued on page 5837)

**This Agreement,** Made this day of A. D. 19 , between 1935 East 71st Street Building and The Northern Trust Company as Executor to Will of Gustav Hackel, Deceased., as Lessor and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

**Witnesseth:** That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: 1931-1933 E. 71st Street - Two Stores, both containing approximately a total of 3,760 square feet of space, occupied by the Neighborhood Service Program, Department of Urban Renewal.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of July A. D. 19 69, and ending on the 30th day of June A. D. 1971. Lessee has the right to terminate this lease upon thirty days' prior written notice ~~and the right to renew this lease for a further period of on the same terms and rental, by giving to the Lessor , in either case days' written notice of its election so to do.~~

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at McKey & Poague, Inc., 1750 E. 71st Street 60649 or at such other place as the Lessor from time to time in writing may appoint.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of Three Hundred Seventy-five and no/100 - - - - - - - - ($375.00) Dollars per month, payable in advance on the first day of each calendar month by the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

Lessor will provide heat and hot water.

Lessee will pay for electricity and plate glass insurance.

It is mutually agreed and understood by and between the parties hereto that the remuneration mentioned in this lease is payable solely from funds when made available by the Federal Government.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor , and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor , excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

**In Witness Whereof,** this lease is signed by or on behalf of the parties hereto the day and year first above written.

[Signature forms omitted]

**This Agreement,** Made this .......... day of .......... A. D. 1969, between Chrysler Realty Corporation .......... as Lessor, and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

**Witnesseth:** That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: Approximately 22,942 square feet of office space on the third floor of the building located at 640 N. LaSalle Street, for use by the Department of Human Resources.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of September A. D. 1969, or date of occupation and ending on the 31st day of August, A. D. 1974 or five years after date of occupancy, whichever is later. Lessee has the right to terminate this lease upon ninety days' prior written notice after August 31, 1970, or one year after date of occupancy, whichever is later. ~~and the right to renew this lease for a further period of~~ .......... ~~on the same terms and rental, by giving to the Lessor in either case .......... days' written notice of its election so to do.~~

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at Arthur Rubloff and Co., 69 W. Washington Street 60602 or at such other place as the Lessor from time to time in writing may appoint.

SEE RIDER "A"

~~Lessee shall pay rent for said premises during the continuance of this lease at the rate of .......... ($..........) Dollars per month, payable in advance on the first day of each calendar month by the office of the City Comptroller.~~ Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor.

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessor's own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. ~~If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.~~

SEE RIDER "B" and "C"

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

**In Witness Whereof,** this lease is signed by or on behalf of the parties hereto the day and year first above written.

[Signature forms omitted]

(Continued from page 5834)

as though such improvement or automation had been in effect during the Base Year.

(e) "Calendar year" as used in this paragraph 3 shall mean January 1 through December 31, inclusive.

(f) Statements of Tenant's pro rata share of increased property taxes and direct operating expenses to be paid by Tenant as additional rent for any Comparison Year shall be rendered by Landlord to Tenant as soon as reasonably feasible following such Comparison Year and such additional rent shall be paid by Tenant to Landlord on the first day for the payment of Base Rent under this lease following the rendering of such statement. If the final lease year is less than twelve months, the additional rent shall be prorated. Landlord agrees to keep books and records reflecting direct operating expenses of the Building in accordance with generally accepted accounting principles.

Tenant shall have the reasonable right to inspect such books during business hours for the purpose of verifying the information in any such statement of additional rent.

(g) Total monthly rent to be paid by the tenant under the terms of this Ride "A" shall in no case exceed the following:

Ten Thousand Three Hundred Four and 39/100 Dollars ($10,304.39) per month during the second year of the lease term.

Ten Thousand Five Hundred Seven and 24/100 Dollars ($10,507.24) per month during the third year of the lease term.

Ten Thousand Seven Hundred Eight and 75/100 Dollars ($10,708.75) per month during the fourth year of the lease term.

Ten Thousand Nine Hundred Ten and 44/100 Dollars ($10,910.44) per month during the fifth year of the lease term.

(h) MORTGAGE BY LANDLORD. This lease is subject and subordinate to all mortgages which may now or hereafter affect the real property of which the demised premises forms a part, and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative and no further instrument of subordination shall be required by any mortgagee. Tenant hereby constitutes and appoints Landlord the Tenant's attorney-in-fact to execute any such certificate or certificates for and on behalf of Tenant.

[Rider "B" attached to this ordinance printed printed on page 5838 of this Journal]

Rider "C"

SERVICE. The Landlord shall provide the following services to Tenant:

(a) Janitor Service and customary cleaning in and about the Premises, Saturdays, Sundays and holidays excepted.

(b) Heat daily from 9 a.m. to 6 p.m. (Saturdays to 1 p.m.) Sundays and Holidays excepted, whenever heat shall be required for the comfortable occupancy of the premises.

(c) Water from City mains for drinking, lavatory and toilet purposes as customary for office use, drawn through fixtures installed by the Landlord.

(d) Operatorless Elevator Service in common with other Tenants at all times.

(e) Tenant shall pay direct to Commonwealth Edison Company the cost of all electrical consumption in the demised premises. The expense of metering such electrical consumption shall be borne by the tenant.

(f) Window Washing of all windows in the Premises, both inside and out, weather permitting at least once each month.

(g) Air Conditioning as hereafter described in paragraph 19.

(h) Washing of interior walls after the expiration of two and one-half (2½) years of the Lease provided the Lease term is at least five (5) years and repainting of interior walls in the Building standard colors selected by Tenant after the expiration of five (5) years provided the Lease term is at least six (6) years.

The Landlord does not warrant that any of the services above mentioned will be free from interruptions caused by repairs, renewals, improvements, alterations, strikes, lockouts, accidents, inability of the Landlord to obtain fuel or supplies, or any other cause or causes beyond the reasonable control of the Landlord. Any such interruption of service shall never be deemed an eviction or disturbance of the Tenant's use and possession of the Premises or any part thereof, or render the Landlord liable to the Tenant for damages, or relieve the Tenant from performance of the Tenant's obligations under this lease, provided, however, that Landlord will at all times use reasonable efforts promptly to remedy any situation which might interrupt such services.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

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## Authority Granted for Transfer of Fire Station at No. 1459 W. Harrison St. to Dept. of Urban Renewal (Project Congress-Racine).

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

WHEREAS, The Chicago Land Clearance Commission by resolution adopted March 29, 1961, designated an area on the near west side as Slum and Blighted Area Redevelopment Project Congress-Racine, and determined that property in such area should be duly acquired, all in accordance with the Slum and Blighted Areas Act of 1948; and

WHEREAS, The Chicago Land Clearance Commission duly submitted said designation and determination to the City Council for its approval and after due deliberation this body approved said designation and determination by ordinance adopted May 10, 1961; and

WHEREAS, A Redevelopment Plan as revised, dated January 1969, for such project was duly submitted to this body and approved by ordinance on January 31, 1969; and

WHEREAS, In furtherance of said Redevelopment Plan, the Department of Urban Renewal as successor to the Chicago Land Clearance Commission desires to acquire certain property hereinafter legally described, being presently used as a Fire Station and owned by the City of Chicago; and

WHEREAS, It has been determined by independent

(Continued on page 5839)

## RIDER "B"

**CONSTRUCTION:**

Landlord is constructing at the location first above described, a first class, modern, air conditioned office building with refinements of design and quality of construction and improvements in accordance with these requirements.

From time to time at the request of Tenant, Landlord will advise Tenant of the progress in the construction of the Building and Landlord's estimate of the time when the Premises will be substantially completed and reasonably ready for occupancy by Tenant.

Tenant will submit to Landlord on or before the date set forth in the Schedule, detailed architectural drawings and specifications setting forth the work and improvements required to be done for the Premises by the Landlord and Landlord shall supply and install the following specified items at Landlord's expense:

A. Seven (7) lineal feet of standard building partitions for each 100 square feet of rental area.

B. One (1) Building standard interior door with frame and hardware for each 700 square feet of rental area.

C. One (1) Building standard entrance door with hardware for each suite.

D. Acoustical ceiling throughout the demised Premises.

E. Recessed fluorescent light fixtures standard of the Building (including initial tube installation only), in quantities necessary to give an average of 50 foot candles.

F. One (1) Building standard wall type duplex electric outlet for each 150 square feet of rental area.

G. One (1) surface mounted duplex floor type electric outlet for each 20' x 20' bay (not including public areas).

H. One (1) Building standard wall switch for each 400 square feet of rental area.

I. One (1) Building standard wall type telephone outlet for each 150 square feet of rental area.

J. One (1) surface Building standard telephone outlet for each 20' x 20' bay (not including public areas).

K. Painting of the demised Premises throughout in Building standard colors selected by the Tenant.

L. Grade C asphalt tile floor covering in building standard colors throughout the demised Premises. Building standard resilient base throughout the demised Premises.

M. Building standard traverse drapes at exterior windows.

N. Heating and cooling equipment and duct work sufficient to heat and air condition the Building for normal office tenancy. If the Tenant has any special or unusual air conditioning or ventilating requirements, Tenant shall pay the extra cost of such special or unusual installation required therefor.

In the event Tenant fails to deliver its plans within the time required above or in the event that Tenant modifies or changes its plans thereafter then it shall be presumed that delivery of the demised Premises was delayed by the amount of time equivalent to such delay in delivery of plans or by the amount of time required to make revised plans, correct work and otherwise make the changes required by Tenant and in this event Tenant shall pay to Landlord all its costs for such changes and a sum equal to the base annual rent for the period of such delay.

All the above items furnished by Landlord will be in accordance with the Standards set by Landlord for the Building. Any installations required by Tenant in excess or in variance from the above requirements, or not Standard of the Building, shall be made by Landlord, but all costs for such excesses of variations shall be reimbursed to Landlord. Costs as used herein shall include all bona fide charges to Landlord either from a general contractor or from suppliers, materialmen, laborers or other contractors for material, labor, contractor's charges and other out-of-pocket costs plus ten per cent (10%) for overhead, plus an additional ten per cent (10%) of the aggregate for profit, other expenses and contingencies. Landlord may submit statements not more often than monthly for such excess costs. At or about the time Tenant moves into the premises Landlord may submit an estimated bill accompanied by the architect's or contractor's certificate that this is their best estimate of the complete cost for all work done for Tenant which bill will be paid by Tenant within ten (10) days thereafter. Upon the final bill being presented the difference, if any, shall be adjusted in cash. Tenant shall have a right to examine or audit Landlord's books or records, at Tenant's expense, to verify any statement rendered to it hereunder.

The term of this Lease and the rental called for herein shall not commence until the Premises are substantially completed and reasonably ready for occupancy by Tenant, including all the work to be done by Landlord for Tenant, but excluding any incompleted work Tenant does for itself, and Landlord has given Tenant at least thirty (30) days prior notice specifying the day on which possession of the demised Premises may be taken by Tenant. Payment of rent shall commence on the date designated in the aforementioned notice or when Tenant takes possession, whichever is first, but the term of this Lease shall commence on the first day of the month following the date when such rent shall commence. If the Building is not completed by ....November 1, 1969.........., either party may cancel this Lease by written notice to the other party.

**CHRYSLER REALTY CORPORATION**

by ..........................................................

**Tenant:**

by ..........................................................

(Continued from page 5837)

appraisals, concurred in by the Federal Department of Housing and Urban Development, that the fair cash market value of said premises is the sum of $47,500; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City Comptroller is hereby authorized, in accordance with the recommendation of the Department of Urban Renewal to transfer to the Department of Urban Renewal the following-described property:

*Parcel 44-206*

The west 4.89 feet of Lot 23 and all of Lots 24 and 25 in Block 1 in Honore and others Subdivision of Block 40 in Canal Trustees Subdivision of the West half and the West half of the Northeast quarter of Section 17, Township 39 North, Range 14 East of the Third Principal Meridian; and all private interests in so much of the public streets and alleys which in anywise abut said premises, all in Cook County, Illinois,

for the amount of Forty-seven Thousand Five Hundred Dollars ($47,500), and the City Comptroller and the City Treasurer are hereby authorized and directed to issue a voucher payable to the City Treasurer for deposit in Fund Account No. 100-4211-9520 and to be charged to Urban Renewal Fund Account No. 949-1320-801.

SECTION 2. This ordinance to be immediately effective upon the passage thereof.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

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### Authority Granted for Transfer of Police Parking Facility at Nos. 1259-1322 S. Morgan St. to Dept. of Urban Renewal (Project Roosevelt-Halsted).

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

WHEREAS, The Department of Urban Renewal of the City of Chicago by resolution adopted August 11, 1966, designated an area on the near west side as Slum and Blighted Area Redevelopment Project Roosevelt-Halsted and determined that property in such area should be duly acquired, all in accordance with the Urban Renewal Consolidation Act of 1961; and

WHEREAS, The Department of Urban Renewal submitted said designation and determination to the City Council for its approval and after due deliberation this body approved said designation and determination by ordinance adopted September 19, 1966; and

WHEREAS, An Urban Renewal Plan for such project was duly submitted to this body and approved by ordinance on November 15, 1967; and

WHEREAS, In furtherance of said Urban Renewal Plan, the Department of Urban Renewal desires to acquire certain property hereinafter legally described, being presently used as a Police Parking Facility and owned by the City of Chicago; and

WHEREAS, It has been determined by independent appraisals, concurred in by the Federal Department of Housing and Urban Development, that the fair cash market value of said premises is the sum of $41,600; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City Comptroller is hereby authorized, in accordance with the recommendation of the Department of Urban Renewal of May 27, 1969, to transfer to the Department of Urban Renewal the following described property:

*Parcel 1*

Lots 7 through 17 inclusive in Barron's Subdivision of Block 7 in Brand's Addition to Chicago being the East half of the Northeast quarter of Section 20, Township 39 North, Range 14 East of the Third Principal Meridian; also

*Parcel 2*

The West half of alley East and adjoining; also

*Parcel 3*

The North half of Maxwell Street lying South and adjoining Parcels 1 and 2; also

*Parcel 4*

The East half of Morgan Street lying West and adjoining Parcels 1 and 3, in Cook County, Illinois;

for the amount of Forty-one Thousand Six Hundred Dollars ($41,600), and the City Comptroller and the City Treasurer are hereby authorized and directed to issue a voucher payable to the City Treasurer for deposit in Special Fund Account No. 648-4110, and to be charged to Urban Renewal Fund Account No. 949-1320-801.

SECTION 2. This ordinance to be immediately effective upon the passage thereof.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

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### Authority Granted for Issuance of Three Certificates of Cancellation to John A. Hennessey in Settlement of City's Special Assessment Claims against Specified Parcels of Property.

The Committee on Finance submitted a report recommending that the City Council pass the following three proposed ordinances transmitted therewith:

*John A. Hennessey*
*(Nos. 11133-11149 S. Ashland Av.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total

$998.66, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from John A. Hennessey, to compromise the City's claim for the sum of $1,225.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $1,225.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said John A. Hennessey, certificates of cancellation of special assessment liens against:

Lots 14 to 20 inclusive in Block 45 in Washington Heights, a resubdivision in Sections 7, 8, 17, 18, 19 and 20, Township 37 North, Range 14 East of the Third Principal Meridian;

for the nonpayment of First and Second Installments of Special Assessment Warrant No. 48273; Flat Installment of Special Assessment Warrant No. 51093 and Flat Installment of Special Assessment Warrant No. 51236.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

*John A. Hennessey*
*(No. 6733 S. Racine Av.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $62.11, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from John A. Hennessey, to compromise the City's claim for the sum of $125.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $125.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said John A. Hennessey, certificates of cancellation of special assessment liens against:

Lot 41, Hosmer's Sub. of Block 4, Lee's Subdivision W½, SE ¼, Section 20, Township 38 North, Range 14 East of the Third Principal Meridian;

for the nonpayment of the First and Second Installments of Warrant No. 50722 and First, Second, Third, Fourth and Fifth Installments of Special Assessment Warrant No. 52026.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

*John A. Hennessey*
*(No. 3743 S. Union Av.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $49.30, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from John A. Hennessey, to compromise the City's claim for the sum of $60.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $60.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said John A. Hennessey, certificates of cancellation of special assessment liens against:

Lot 38 in Block 2 in Stewart's Subdivision of the North half (N½) of Block 26 in Canal Trustees Subdivision of Section 33, Township 39 North, Range 14 East of the Third Principal Meridian;

for the nonpayment of the Flat Installment of Special Assessment Warrant No. 55034.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

On separate motions made by Alderman Keane *each* of the three foregoing proposed ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

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## Approval Given to Selection of Three Sites Designated by Public Building Commission of Chicago for Erection, Construction, Etc. of Schools Together with Related Park, Recreational and Playground Facilities.

The Committee on Finance submitted a report recommending that the City Council pass three proposed resolutions (referred to the committee on September 11, 1968 and March 14, 1969, respectively) and transmitted herewith, to approve the selection of three sites as designated by the Public Building Commission of Chicago for erection, construction, etc. of schools together with related park, recreational and playground facilities.

On separate motions made by Alderman Keane *each* of the said proposed resolutions was *Adopted,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

Said resolutions as adopted read respectively as follows (the Italic heading in each case not being a part of the resolution):

### *Carver-Riverdale High School*

WHEREAS, The Legislature of the State of Illinois passed an Act to authorize the creation of Public Building Commissions and to define their rights, powers and duties, approved July 5, 1955, as amended; and

WHEREAS, The Legislature found and declared it to be necessary and desirable to make possible the construction, acquisition or enlargement of public improvements, buildings and facilities at convenient locations within the county seats and municipalities for use by governmental agencies in the furnishing of essential governmental, health, safety and welfare services to its citizens; and

WHEREAS, The Board of Education of the City of Chicago has requested the Public Building Commission of Chicago to undertake an emergency program involving the construction, alteration, repair, renovation and rehabilitation of public schools in the City of Chicago; and

WHEREAS, The Chicago Park District has similarly requested the Public Building Commission of Chicago, that in conjunction with new schools, related park facilities be constructed, to the end that full utilization may be made of the property and facilities for the benefit of school children during school terms and for the general public during non-school hours and other periods; and

WHEREAS, The Board of Education of the City of Chicago and the Chicago Park District, acting in cooperation with the Department of Development and Planning of the City of Chicago, and the comprehensive plan for the City of Chicago, have recommended and approved, and the Public Building Commission of Chicago, pursuant to the provisions of said Public Building Commission Act, has selected, located and designated the following-described site located South of E. 130th and the South Shore Railroad, West of the Calumet Expressway, and lying North of the Forest Preserve, lying wholly within the territorial limits of the City of Chicago, as a site to be acquired for the erection and construction of a new Carver-Riverdale High School, containing Grades 9 through 12, to serve 2,000 pupils, known as BE-2, together with related park, recreational and playground facilities:

> That part of the North Half of the Northwest Quarter and of the Northwest Quarter of the Northeast Quarter of Section 35, Township 37 North, Range 14 East of the Third Principal Meridian, lying easterly of the easterly line of the right of way of Michigan Central Railroad and also south of the line described as follows: Beginning at a point in east line of the Northwest Quarter of the Northeast Quarter of Section 35, 475 feet south of the north line of said Section 35; thence westerly along the south line of the property conveyed to Kensington and Eastern Railroad by deed dated November 20, 1950, recorded as Document 15007855, a distance of 836.15 feet to a point which is 490 feet south of said north line of Section 35 and in easterly line of strip of land 200 feet more or less in width hereinafter described and excepted; thence westerly across said strip of land and along a line being 100 feet south of and parallel to said southerly right-of-way line of Kensington and Eastern Railroad, a distance of 473.96 feet more or less to a point on the east line of said Northwest Quarter of said Section 35, 490 feet south of the north line of said Section 35, said point being the point of tangency to a curve convex to the southwest having a radius of 2,000 feet; thence northwesterly along said curve 372.42 feet to a point of tangency; thence northwesterly along said tangent 168.89 feet to a curve convex to the southwest having a radius of 1,700 feet; thence northwesterly along said curve 879.77 feet more or less to the aforesaid south line of East 130th Street, said point being 34.60 feet west of intersection of the southerly right-of-way line of Kensington and Eastern Railroad with the south line of East 130th Street; thence west along said south line of East 130th Street to easterly line of right-of-way of Michigan Central Railroad (excepting therefrom that part of said premises lying within a strip of land 200 feet more or less in width measured at right angles to the lines hereinafter described) and lying between the two lines described as follows: Beginning at a point 30 feet due north of present north line of right of way of Kensington and Eastern Railroad and 101.25 feet east of the west line of the North Half of the Northeast Quarter of Section 35; thence southerly a distance of 1,249 feet to a point on the south line of said North Half of the Northeast Quarter of Section 35, said point being 532.49 feet west of the southeast corner of the Northwest Quarter of said Northeast Quarter of said Section 35 and a line beginning at a point on the south line of the North Half of the Northeast Quarter of Section 35, said point being 294.79 feet west of the east line of said Northwest Quarter of the Northeast Quarter of Section 35 and extending northwesterly to a point on the north line of said Northeast Quarter of said Section 35, said point being 158.82 feet east of said northeast corner of the Northwest Quarter of said Section 35, also excepting therefrom that part lying easterly of the easterly line of the strip of land 200 feet more or less in width hereinabove described all in Cook County, Illinois,

and has requested, pursuant to the requirements of Section 14 of said Public Building Commission Act, that the City Council of the City of Chicago approve said site so selected, located and designated; now, therefore,

*Be It Resolved,* That the City Council of the City of Chicago does hereby approve the following site, heretofore selected, located and designated by the Public Building Commission of Chicago as a site to be acquired for the erection and construction of a new Carver-Riverdale High School, containing Grades 9 through 12, to serve 2,000 pupils, known as BE-2, together with related park, recreational and playground facilities:

> That part of the North Half of the Northwest Quarter and of the Northwest Quarter of the Northeast Quarter of Section 35, Township 37 North, Range 14 East of the Third Principal Meridian, lying easterly of the easterly line of the right of way of Michigan Central Railroad and also south of the line described as follows: Beginning at a point in east line of the Northwest Quarter of the Northeast Quarter of Section 35, 475 feet south of the north line of said Section 35; thence westerly along the south line of the property conveyed to Kensington and Eastern Railroad by deed dated November 20, 1950, recorded as Document 15007855, a distance of 836.15 feet to a point which is 490 feet south of said north line of Section 35 and in easterly line of strip of land 200 feet more or less in width hereinafter described and excepted; thence westerly across said strip of land and along a line being 100 feet south of

and parallel to said southerly right-of-way line of Kensington and Eastern Railroad, a distance of 473.96 feet more or less to a point on the east line of said Northwest Quarter of said Section 35, 490 feet south of the north line of said Section 35, said point being the point of tangency to a curve convex to the southwest having a radius of 2,000 feet; thence northwesterly along said curve 372.42 feet to a point of tangency; thence northwesterly along said tangent 168.89 feet to a curve convex to the southwest having a radius of 1,700 feet; thence northwesterly along said curve 879.77 feet more or less to the aforesaid south line of East 130th Street, said point being 34.60 feet west of intersection of the southerly right-of-way line of Kensington and Eastern Railroad with the south line of East 130th Street; thence west along said south line of East 130th Street to easterly line of right-of-way of Michigan Central Railroad (excepting therefrom that part of said premises lying within a strip of land 200 feet more or less in width measured at right angles to the lines hereinafter described) and lying between the two lines described as follows: Beginning at a point 30 feet due north of present north line of right of way of Kensington and Eastern Railroad and 101.25 feet east of the west line of the North Half of the Northeast Quarter of Section 35; thence southerly a distance of 1,249 feet to a point on the south line of said North Half of the Northeast Quarter of Section 35, said point being 532.49 feet west of the southeast corner of the Northwest Quarter of said Northeast Quarter of said Section 35 and a line beginning at a point on the south line of the North Half of the Northeast Quarter of Section 35, said point being 294.79 feet west of the east line of said Northwest Quarter of the Northeast Quarter of Section 35 and extending northwesterly to a point on the north line of said Northeast Quarter of said Section 35, said point being 158.82 feet east of said northeast corner of the Northwest Quarter of said Section 35, also excepting therefrom that part lying easterly of the easterly line of the strip of land 200 feet more or less in width hereinabove described, all in Cook County, Illinois.

### *Magnet Elementary School*

WHEREAS, The Legislature of the State of Illinois passed an Act to authorize the creation of Public Building Commissions and to define their rights, powers and duties, approved July 5, 1955, as amended; and

WHEREAS, The said Public Building Commission Act authorizes the construction of school houses, parks and related recreational facilities; and

WHEREAS, Pursuant to the provisions of said Public Building Commission Act, the Public Building Commission of Chicago did select, locate and designate the following-described real property as a site to be acquired for the construction of a magnet school which will provide vocational, occupational, or other extended educational training and offer a superior center for the arts of communication to children from public, private and parochial schools, and, in addition, serve the community in the evenings and other non-school times:

> Lots 11 and 12 in the Schools' Trustees Subdivision of Fractional Section 16, Township 40 North, Range 14 East of the 3rd Principal Meridian, and also that part of the accretions East of and adjoining said Lots 11 and 12 and lying West of the West boundary line of Lincoln Park as shown on Plat recorded October 5, 1917 as Document No. 6205438; also
>
> Lots 17 and 18 (except that part of said lots taken or used for street) in the Schools' Trustees Subdivision of Fractional Section 16, Township 40 North, Range 14 East of the 3rd Principal Meridian; also
>
> Vacated street lying East of and adjoining Lots 17 and 18 and lying West of and adjoining Lots 11 and 12 in the Schools' Trustees Subdivision of Fractional Section 16, Township 40 North, Range 14 East of the 3rd Principal Meridian, all in Cook County, Illinois;

and

WHEREAS, The City of Chicago, in Trust for the Use of Schools, has acquired title to said site from the United States of America, as Grantor, acting by and through the Secretary of Health, Education, and Welfare, by the Acting Secretary of the Department of Health, Education, and Welfare, under and pursuant to the powers and authority contained in the Federal Property and Administrative Services Act of 1949, as amended (63 Stat. 377), and the Civil Rights Act of 1964, and the regulations promulgated thereunder, subject to the conditions subsequently recited in that certain Quitclaim Deed dated March 24, 1968, by and between the United States of America, as Grantor, and the City of Chicago, in Trust for the Use of Schools, as Grantee, recorded with the Recorder of Deeds of Cook County, Illinois, as Document No. 20439813; now, therefore,

*Be It Resolved,* That the City Council of the City of Chicago does hereby approve the following site heretofore approved, selected and designated by the Public Building Commission of Chicago as a site to be acquired for the construction of a magnet school and related park facilities for leasing to the Board of Education of the City of Chicago:

> Lots 11 and 12 in the Schools' Trustees Subdivision of Fractional Section 16, Township 40 North, Range 14 East of the 3rd Principal Meridian, and also that part of the accretions East of and adjoining said Lots 11 and 12 and lying West of the West boundary line of Lincoln Park as shown on Plat recorded October 5, 1917 as Document No. 6205438; also
>
> Lots 17 and 18 (except that part of said lots taken or used for street) in the Schools' Trustees Subdivision of Fractional Section 16, Township 40 North, Range 14 East of the 3rd Principal Meridian; also
>
> Vacated street lying East of and adjoining Lots 17 and 18 and lying West of and adjoining Lots 11 and 12 in the Schools' Trustees Subdivision of Fractional Section 16, Township 40 North, Range 14 East of the 3rd Principal Meridian, all in Cook County, Illinois; and

*Be It Further Resolved,* That the approval of said site so approved, selected and designated as a site to be acquired by the Public Building Commission of Chicago, is made with the understanding that said site will be acquired by the Public Building Commission of Chicago by a conveyance from the City of Chicago, in Trust for the Use of Schools, and that said conveyance will contain a provision for the reversion of the site to the City of Chicago, in Trust for the Use of Schools, at such time as all revenue bonds and other obligations of the Public Building Commission of Chicago incident to the site so conveyed have been paid in full.

*West Pullman Branch Elementary School.*

WHEREAS, The Legislature of the State of Illinois passed an Act to authorize the creation of Public Building Commissions and to define their rights, powers and duties, approved July 5, 1955, as amended; and

WHEREAS, The Legislature found and declared it to be necessary and desirable to make possible the construction, acquisition or enlargement of public improvements, buildings and facilities at convenient locations within the county seats and municipalities for use by governmental agencies in the furnishing of essential governmental, health, safety and welfare services to its citizens; and

WHEREAS, The Board of Education of the City of Chicago has requested the Public Building Commission of Chicago to undertake an emergency program involving the construction, alteration, repair, renovation and rehabilitation of public schools in the City of Chicago; and

WHEREAS, The Chicago Park District has similarly requested the Public Building Commission of Chicago, that in conjunction with new schools, related park facilities be constructed, to the end that full utilization may be made of the property and facilities for the benefit of school children during school terms and for the general public during non-school hours and other periods; and

WHEREAS, The Board of Education of the City of Chicago and the Chicago Park District, acting in cooperation with the Department of Development and Planning of the City of Chicago, and the comprehensive plan for the City of Chicago, have recommended and approved, and the Public Building Commission of Chicago, pursuant to the provisions of said Public Building Commission Act, has selected, located and designated the following-described site at W. 122nd Street and S. Racine Avenue, lying wholly within the territorial limits of the City of Chicago, as a site to be acquired for the erection and construction of a new West Pullman Branch Elementary School, containing Kindergarten through Grade 5, to serve approximately 265 pupils, known as Project BE-8, together with related park, recreational and playground facilities:

> Lots 1 to 46, both inclusive, together with the North and South 16 foot alley lying west of and adjoining aforesaid Lots 1 to 23, lying south of the North line of Lot 1 produced west to the Northeast corner of aforesaid Lot 46, lying east of and adjoining aforesaid Lots 23 to 46, and lying north of the South line of Lot 23 produced west to the Southeast corner of aforesaid Lot 24, in Block 7, in Resubdivision of Blocks 9 to 16, inclusive (except the East 141 feet of Blocks 9 and 16), in First Addition to West Pullman, in Northeast 1/4 of Sections 29, Township 37 North, Range 14 East of the Third Principal Meridian;
>
> also
>
> Lots 1 to 35, both inclusive, together with the vacated alley lying east of and adjoining Lots 24 to 34, both inclusive, and the south 9 feet of Lot 35, and lying north of the south line of aforesaid Lot 24 produced east, 16 feet and lying south of the south line of the north 16 feet of aforesaid Lot 35 produced east 16 feet, in Block 8, in Resubdivision of Blocks 9 to 16, inclusive (except the East 141 feet of Blocks 9 and 16), in First Addition to West Pullman, in Northeast 1/4 of Section 29, Township 37 North, Range 14 East of the Third Principal Meridian;
>
> also
>
> All of South May Street lying west of the west line of aforesaid Block 7, lying south of the north line of aforesaid Block 7, produced west 66 feet to the Northeast corner of aforesaid Block 8, lying east of and adjoining the east line of aforesaid Block 8 and lying north of the south line of aforesaid Block 7 produced west 66 feet to the Southeast corner of aforesaid Block 8; in First Addition to West Pullman, all in Cook County, Illinois,

and has requested, pursuant to the requirements of Section 14 of said Public Building Commission Act, that the City Council of the City of Chicago approve said site so selected, located and designated; now, therefore,

*Be It Resolved,* That the City Council of the City of Chicago does hereby approve the following site, heretofore selected, located and designated by the Public Building Commission of Chicago as a site to be acquired for the erection and construction of a new West Pullman Branch Elementary School, containing Kindergarten through Grade 5, to serve approximately 265 pupils, together with related park, recreational and playground facilities:

> Lots 1 to 46, both inclusive, together with the North and South 16 foot alley lying west of and adjoining aforesaid Lots 1 to 23, lying south of the North line of Lot 1 produced west to the Northeast corner of aforesaid Lot 46, lying east of and adjoining aforesaid Lots 23 to 46, and lying north of the South line of Lot 23 produced west to the Southeast corner of aforesaid Lot 24, in Block 7, in Resubdivision of Blocks 9 to 16, inclusive (except the East 141 feet of Blocks 9 and 16), in First Addition to West Pullman, in Northeast 1/4 of Section 29, Township 37 North, Range 14 East of the Third Principal Meridian;
>
> also
>
> Lots 1 to 35, both inclusive, together with the vacated alley lying east of and adjoining Lots 24 to 34, both inclusive, and the south 9 feet of Lot 35, and lying north of the south line of aforesaid Lot 24 produced east, 16 feet and lying south of the south line of the north 16 feet of aforesaid Lot 35 produced east 16 feet, in Block 8, in Resubdivision of Blocks 9 to 16, inclusive (except the East 141 feet of Blocks 9 and 16), in First Addition to West Pullman, in Northeast 1/4 of Section 29, Township 37 North, Range 14 East of the Third Principal Meridian;
>
> also
>
> All of South May Street lying west of the west line of aforesaid Block 7, lying south of the north line of aforesaid Block 7, produced west 66 feet to the Northeast corner of aforesaid Block 8, lying east of and adjoining the east line of aforesaid Block 8 and lying north of the south line of aforesaid Block 7 produced west 66 feet to the Southeast corner of aforesaid Block 8; in First Addition to West Pullman; all in Cook County, Illinois.

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## City Comptroller Authorized and Directed to Cancel Warrants for Collection Issued against Certain Charitable, Educational and Religious Institutions.

The Committee on Finance to which had been referred (July 8, 1969) a proposed order for cancellations of certain warrants for collection issued against specified charitable, educational and religious institutions, submitted a report recommending that the City Council pass the following proposed order:

> *Ordered,* That the City Comptroller is hereby authorized and directed to cancel existing Warrants for Collection for inspection fees assessed against the Belden Avenue Baptist Church, No. 2309 N. Halsted Street; and
>
> *Be It Further Ordered,* That the City Comptroller is hereby authorized and directed to cancel Warrant for Collection No. D-34688, in the amount of $7.50 for sign inspection fee, charged against the Edgebrook Community Church (United Church of Christ), No. 6736 N. Loleta Avenue; and
>
> *Be It Further Ordered,* That the City Comptroller is hereby authorized and directed to cancel Warrant for Collection No. A1-4119, in the amount of $11.50 for elevator inspection fee, charged against the Marcy-Newberry Association, Inc., No. 1539 S. Springfield Avenue; and
>
> *Be It Further Ordered,* That the City Comptroller is hereby authorized and directed to cancel all outstanding Warrants for Collection for electrical inspection fees, for annual inspection of mechanical ventilation system fees, and for semi-annual inspection of buildings, assessed against the Second Church of Christ, Scientist, No. 2700 N. Pine Grove Avenue.

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

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## Authority Granted for Issuance of Free Permits, License Fee Exemptions, Cancellation of Fees and Water Rates and Refund of Fees for Certain Charitable, Educational and Religious Institutions.

The Committee on Finance to which had been referred (July 8, 1969) sundry proposed ordinances and orders transmitted therewith to authorize issuance of free permits, license and inspection fee exemptions, cancellation of water rates and refund of fees for certain charitable, educational and religious institutions, submitted reports recommending that the City Council pass said proposed ordinances.

On separate motions made by Alderman Keane *each* of the said proposed ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

Said ordinances as passed read respectively as follows (the Italic heading in each case not being a part of the ordinance):

### FREE PERMITS

### *The Catholic Bishop of Chicago (St. Thomas of Canterbury Church)*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Buildings, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Water and Sewers and the Commissioner of Health, are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to The Catholic Bishop of Chicago (St. Thomas of Canterbury Church) for remodeling and alteration of exterior and interior of existing Church and school buildings, for all electrical work, and for the use of water in conjunction with such project, on the premises known as No. 4811 N. Kenmore Avenue.

Said building shall be used exclusively for religious and educational purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

### *The Serbian Orthodox Cathedral (Holy Resurrection)*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Buildings, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Water and Sewers and the Commissioner of Health, are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to the Serbian Orthodox Cathedral (Holy Resurrection) for construction work on the premises known as No. 5701 N. Redwood Drive.

Said building shall be used exclusively for religious and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

### LICENSE FEE EXEMPTIONS

### *Day Care Centers*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care centers, which are not operated for gain but where a charge is made for the care of children, are hereby exempted from the payment of the license fee for the current license period, which expires April 30, 1970:

Marcy-Newberry Association, Inc., No. 1539 S. Springfield Av.

St. Andrew Presbyterian Church Day Care Center, No. 7534 W. Berwyn Av.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

### *Hospitals*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago, the following hospitals that are not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1969:

American Hospital, No. 850 W. Irving Park Rd.
Augustana Hospital, No. 411 W. Dickens Av.
Illinois Masonic Hospital Association, No. 834 W. Wellington Av.
Resurrection Hospital, No. 7435 W. Talcott Av.
Roosevelt Memorial Hospital, No. 426 W. Wisconsin Av.
Schwab Rehabilitation Hospital, No. 1401 S. California Blvd.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

*Dispensaries*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 118-5 of the Municipal Code of Chicago, the following dispensary that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the dispensary license fee for the year 1969: Chicago Health Research Foundation Dispensary, No. 3312 W. Grenshaw Street.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

### CANCELLATION OF WATER RATES

*First Universalist Church of Chicago*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. Pursuant to Section 187-47 of the Municipal Code of Chicago, the Commissioner of Water and Sewers is hereby authorized and directed to cancel water rates in the amount of $77.85, assessed against the First Universalist Church of Chicago, No. 8250 S. Ingleside Avenue (No. 910 E. 83rd Street).

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

### CANCELLATION OF FEES

*Ordered,* That the City Comptroller is hereby authorized and directed to cancel the below-listed driveway fees, charged against the Y.M.C.A., No. 1725 W. Wilson Avenue:

| | | |
|---|---|---|
| No. R-13671 | Year 1964 | $13.00 |
| No. R-13900 | Year 1965 | 13.00 |
| No. R-15538 | Year 1966 | 13.00 |
| No. R-15870 | Year 1967 | 13.00 |
| No. R-14177 | Year 1968 | 13.00. |

### PERMIT FEE REFUNDS

*Ordered,* That the City Comptroller is hereby authorized and directed to refund fees in the total amount of $183.00 paid by Mount Olive Lutheran Church, No. 4251 W. Byron Street, for Building Permit No. B-408318, issued in conjunction with the construction of a parsonage addition and a garage on the premises at No. 4254 W. Byron Street; and

*Be It Further Ordered,* That the City Comptroller is hereby authorized and directed to refund Building Permit Fee in the amount of $323.75 to the Serbian Orthodox Cathedral (Holy Resurrection), for construction work done on the premises known as No. 5701 N. Redwood Drive.

## Designs, Plans, Estimates, Etc. Authorized for Rehabilitation and Repair of Lake Shore Drive Bridge over Main Branch of Chicago River.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The City Comptroller and the City Treasurer, with the approval of the Department of Public Works and Buildings of the State of Illinois are authorized and directed to allocate the sum of $30,000.00 from that part of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago, for the preparation of studies, designs, plans and estimates required for the rehabilitation and repair of the Lake Shore Drive Bridge over the Main Branch of the Chicago River.

SECTION 2. The Commissioner of Public Works is authorized to expend from said fund any sum necessary for said purposes, all work in connection with and for the preparation of necessary plans and specifications, shall be performed by employees of the Department of Public Works at rates of compensation as provided for in the annual appropriation, and other expenses in connection with the project authorized hereby. At the request of the Commissioner of Public Works, upon requisition originated by the Bureau of Engineering, accompanied by the plans and specifications therefor, the City Purchasing Agent is authorized to advertise and receive bids for any work involved, or for material, supplies and equipment therefor and at the request of the Commissioner of Public Works to enter into all necessary contracts, when approved by the Department of Public Works and Buildings of the State of Illinois.

If it should become necessary for the prosecution of the foregoing work to remove, relocate, replace and adjust any part of the water-distributing system, street-lighting system, signal and fire-alarm and traffic-control systems of the City, the appropriate City Department shall perform such work after receipt of proper requisitions from the Bureau of Engineering which shall charge the cost thereof to that portion of the Motor Fuel Tax Fund allocated for the project described in this ordinance. In connection with the performance of the work herein authorized, together with the supervising, inspecting and engineering thereof, authority is hereby granted for the storage inside street limits within 500 feet of the structure being repaired or maintained, of materials, machinery, equipment, vehicles and other facilities used in connection therewith.

If it should become necessary to remove, relocate, replace and adjust any part of the equipment of any other governmental agency, such governmental agency may be requested by the Bureau of Engineering to perform such work the cost thereof to be charged to that portion of the Motor Fuel Tax Fund allocated for the project described in this ordinance.

SECTION 3. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when properly approved by the Commissioner of Public Works.

SECTION 4. The City Clerk is hereby directed to transmit two certified copies of this ordinance to the Division of Highways of the Department of

Public Works and Buildings of the State of Illinois, Springfield, Illinois, through the District Engineer for District No. 10 of said Division of Highways.

SECTION 5. This ordinance shall be in force and effect from and after its passage and approval.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

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## Chicago Park District Memorialized to Establish Playlots and Totlot at Specified Vacant Locations.

The Committee on Finance submitted a report recommending that the City Council adopt three proposed resolutions (referred to the committee on June 23 and July 8, 1969) transmitted herewith, to memorialize the Chicago Park District to establish playlots and a totlot at specified locations.

On separate motions made by Alderman Keane *each* of the said proposed resolutions was *Adopted,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

Said resolutions as adopted read respectfully as follows (the Italic heading in each case not being a part of the resolution):

### *S. E. Cor. E. 66th Street and S. Hartwell Av. Etc.*

WHEREAS, The Committee on Finance has had under consideration a proposed order to request and direct the establishment of playlots at various locations; now, therefore,

*Be It Resolved* That the Chicago Park District is hereby memorialized and urged to establish playlots at the Southeast corner of E. 66th Street and S. Hartwell Avenue; E. 69th Street between S. Kimbark and S. Woodlawn Avenues; E. 71st Street between S. Woodlawn and S. Kimbark Avenues; No. 7119 S. South Chicago Avenue, and at Nos. 6650-6652 S. University Avenue.

### *100th St. and S. May St.*

WHEREAS, The Committee on Finance has had under consideration a proposed order referred to the Committee on June 23, 1969 requesting the City of Chicago to consider establishment of a playlot on vacant property located 160 feet north of W. 100th Street and 125 feet west of S. May Street; now, therefore,

*Be It Resolved,* That the Chicago Park District is hereby memorialized and urged to establish a playlot on vacant property located 160 feet north of W. 100th Street and 125 feet west of S. May Street.

### *E. 69th Street between S. Prairie and S. Indiana Aves. (Totlot).*

WHEREAS, The Committee on Finance has had under consideration a proposed order to give consideration to the establishment of a totlot on vacant property at E. 69th Street between S. Prairie and S. Indiana Avenues; now therefore,

*Be It Resolved,* That the Chicago Park District is hereby memorialized and urged to establish a totlot at E. 69th Street between S. Prairie and S. Indiana Avenues.

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## Negotiations Authorized for Acquisition of Property at N.W. Cor. W. Elmdale Av. and N. Broadway for Library Site.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (referred to the committee June 23, 1969):

WHEREAS, The Board of Directors of the Chicago Public Library, by Resolution dated May 12, 1969, has duly approved and recommended the purchase of the following described property as and for a Branch Library Site; and

WHEREAS, Said site for a Branch Library has been duly considered and approved by the Chicago Plan Commission on March 28, 1968; and

WHEREAS, The City Council has considered the recommendations and the approvals of said bodies; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. It is hereby determined and declared that it is useful, desirable and necessary to the City of Chicago, that the City of Chicago acquire the following property for a Library Building Site:

> Lots 6, 7, 8, 9 and 10 in Block 2 in Cochran's Fourth Addition to Edgewater in the East Half of the Northwest Quarter of Section 5, Township 40 North, Range Fourteen (14) East of the Third Principal Meridian; in Cook County, Illinois.

SECTION 2. The Corporation Counsel is authorized to negotiate with the owner or owners for the purchase of the property described above. In case the Corporation Counsel is able to agree with the owner or owners of said property upon the purchase price thereof, he is authorized to purchase said property subject to the approval of the City Council.

SECTION 3. In case of the inability of the Corporation Counsel to agree with the owner or owners of said property or any part thereof, upon the purchase price thereof, or in case the owner or owners or any of them are incapable of consenting to the sale thereof, or in case the names or residences of said owner or owners are unknown, or they are nonresidents of the State of Illinois, the Corporation Counsel shall institute and prosecute condemnation preceedings for the purpose of acquiring title to said property under the City's right of eminent domain, and said property is hereby declared to be useful, advantageous, desirable and necessary to the City of Chicago for the uses and purposes set forth above.

SECTION 4. This ordinance shall take effect and be in full force from and after its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

### Authority Granted for Rehabilitation of Traffic-Control Signals at Specified Locations.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

*Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to rehabilitate traffic-control signals as follows:

| *Intersection* | *Estimated Cost* |
|---|---|
| N. Clark Street and W. Fullerton Parkway | $20,778.44 |
| S. LaSalle Street at W. Jackson Boulevard and at S. Sherman Street | $36,350.60 |

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

### Allocation of M.F.T. Funds Authorized for Installation of Semi-Permanent Markings on Arterial Streets Maintained by City.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1.

1. Authority is hereby granted to install on City maintained arterial streets a semi-permanent type traffic material at locations to be determined by the Commissioner of Streets and Sanitation, totaling approximately 700,000 feet of material.

   Installation of material to be paid for from that part of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago. The total cost of contracts not to exceed $400,000.00.
2. That the plans and specifications for the installation of this material will be prepared by the Commissioner of Streets and Sanitation and shall be approved by the Division of Highways of the Department of Public Works and Buildings of the State of Illinois.
3. The Purchasing Agent of the City of Chicago is hereby authorized to advertise and receive bids for the said installations when approved by the Division of Highways of the Department of Public Works and Buildings of the State of Illinois and to enter all necessary contracts therefor.
4. That the City of Chicago install or cause to be installed the aforesaid traffic marking material either by contracts or by day labor as the Commissioner of Streets and Sanitation may determine.
5. That the City Clerk is hereby directed to transmit two certified copies of this ordinance to the Division of Highways of the Department of Public Works and Buildings of the State of Illinois, Springfield, Illinois, through the District Engineer for District No. 10 of the said Division of Highways.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

### Allocation of M.F.T. Funds Authorized as Payment for City's Estimated Share of Chicago Metropolitan Area Mass Transportation and Traffic Study.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the sum of $124,000.00 to cover the City's share of the estimated cost for a Chicago Metropolitan Area Mass Transportation and Traffic Study for the City of Chicago, be paid out of that part of the Motor Fuel Tax Funds which has been or may be allocated to the City of Chicago by the State of Illinois for Motor Fuel Tax Funds, and the payment of this sum be and such payment is hereby authorized.

That the City Clerk by and is hereby directed to transmit two certified copies of this ordinance to the Division of Highways of the Department of Public Works and Buildings of the State of Illinois, Springfield, Illinois, through the District Engineer for District No. 10 of the said Division of Highways.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

### Expenditure of M.F.T. Funds Authorized as City's Share of Cost of Expressway Surveillance Project for Specified Period.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

> WHEREAS, On November 30, 1962 an ordinance was passed authorizing an agreement between the City of Chicago, the County of Cook and the State of Illinois for financing the Expressway Surveillance Project, and whereas, certain sums of money for this purpose are to be paid from that part of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago; now, therefore,
>
> *Be It Ordained by the City Council of the City of Chicago:*
>
> SECTION 1. That the Commissioner of Streets and Sanitation is hereby authorized to expend not more than $24,000.00 from that part of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago for the City's share of the cost of the Expressway Surveillance Project during the period commencing April 1, 1966 and ending June 30, 1968.
>
> SECTION 2. That the City Clerk is hereby directed to transmit two certified copies of this ordinance to the Division of Highways of the Department of Public Works and Buildings of the State of Illinois, Springfield, Illinois, through the District Engineer for District No. 10 of the said Division of Highways.
>
> SECTION 3. That this ordinance shall be in force and effect from and after its passage and approval.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

### Execution of Easement Agreement Authorized with Belt Railway Co. of Chicago for Construction of Leamington Avenue Sewer System, Contract No. 3B.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, to authorize the execution of an easement agreement with The Belt Railway Company of Chicago for construction of the Leamington Avenue Sewer System, Contract No. 3B.

On motion of Alderman Keane the said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

The following is said ordinance as passed:

> *Be It Ordained by the City Council of the City of Chicago:*
>
> SECTION 1. That the Commissioner of Public Works be and he is hereby authorized and directed to execute, the Chief Engineer to approve, and the City Comptroller to accept and file for record, upon the approval as to form and legality of the Corporation Counsel, a certain Permanent Easement from The Belt Railway Company of Chicago, an Illinois Corporation, to the City of Chicago, for the construction of the Leamington Avenue Sewer System, Contract No. 3B, which Easement is in form and substance as follows:
>
> This Agreement, made and entered into this........ ..................day of .........................., 1968 by and between The Belt Railway Company of Chicago, a corporation organized and existing under and by virtue of the laws of the State of Illinois, hereinafter referred to as the "Railway Company", party of the first part, and the City of Chicago, a municipal corporation organized under the laws of the State of Illinois, hereinfater referred to as the "City", party of the second part;
>
> WITNESSETH:
>
> That, Whereas, the City is preparing to construct Contract No. 3B of the Leamington Avenue System of Auxiliary Outlet Sewers and desires permission and authority to install, maintain and use said sewer under and across the property of the Railway Company in Sections 22 and 27, Township 38 North, Range 13 East of the Third Principal Meridian, in the City of Chicago, County of Cook and State of Illinois; and
>
> Whereas, the Railway Company recognizes the public necessity for the construction and operation of said sewer, and are willing to grant such permission and authority to the City upon the terms and conditions hereinafter set forth;
>
> Now, Therefore, for and in consideration of the sum of Twelve Thousand Dollars ($12,000.00) in hand paid by the City to the Railway Company, the receipt of which is hereby acknowledged, and of the covenants hereinafter to be kept and performed by the City, the Railway Company does hereby give and grant to the City permission and authority to install, maintain and use, construct, reconstruct, repair, operate or remove a 12′-0″ diameter sewer upon, under and through the following described property:
>
> A strip of land forty feet (40′) in width, lying below a horizontal plane whose elevation is twenty-five feet above Chicago City Datum (25.0′ C.C.D.) extending across the right of way of the Railway Company, the center line of said strip is described as follows: beginning at a point six feet (6.0′) east of the center line of South Kostner Avenue [center line of Section twenty-two (22), Township thirty-eight (38) North, Range thirteen (13) East of the Third Principal Meridian, in the City of Chicago, Cook County, Illinois] and ten and six-tenths feet (10.6′) south of the north property line of West 69th Street and thence south, parallel to the

center line of South Kostner Avenue forty-six and forty-two hundredths feet (46.42′) to a point of curvature; thence southwesterly on a horizontal curve having a radius of one thousand feet (1000′) and a deflection angle of six degrees, three minutes, fifty-three and ninety-three hundredths seconds (6° 3′ 53.93″) seventy-two and eighty-eight hundredths feet (72.88′) to the northerly line of the Railway Company right of way; thence on the horizontal curve thirty-two and ninety-eight hundredths feet (32.98′) to a point of tangency; thence southwesterly one thousand three hundred fifty-four and eighteen hundredths feet (1,354.18′) to a point of curvature; thence southerly on a horizontal curve, having a radius of one thousand feet (1000′) and a deflection angle of six degrees, twenty-six minutes, twenty-four and nineteen hundredths seconds (6° 26′ 24.19″) one hundred twelve and forty hundredths feet (112.40′) to a point of tangency; thence southerly parallel to the center line of Section twenty-seven (27), Township thirty-eight (38) North, Range thirteen (13) East of the Third Principal Meridian, ninety-one and fourteen hundredths feet (91.14′) to the southerly line of the Railway Company right of way.

And Further, the Railway Company does give and grant to City a temporary right, privilege and authority during the period of construction of said sewer to enter upon and use the following described property:

A strip of land fifty feet (50′) in width, centered upon the above described permanent easement and extending five feet (5′) from each side of the permanent easement;

all as shown on the plat marked Exhibit "A", dated March, 1968 attached hereto and by this reference made a part hereof, subject to the following conditions:

1. The Railway Company reserves the right to use the surface of the above described tracts of land in any manner not inconsistent with the rights and privileges hereby granted to the City.

2. Said sewer shall be constructed in accordance with detailed plans and specifications, to be prepared by the City at its sole cost, risk and expense and subject to the approval of the Chief Engineer of the Railway Company and to his satisfaction. Before the commencement of any work, copies of the plans and specifications are to be filed by the City with the Railway Company.

3. The City will give to the Chief Engineer of the Railway Company at least ten days notice in writing before entering upon the property of the Railway Company for the construction or installation of said sewer, or any repair thereto. The Railway Company reserves the right to judge as to the necessity of repairs in any part of said sewer where the same crosses the property of the Railway Company and to require the City to make such repairs upon ten days notice in writing. In such case the City may enter upon the said property without the ten days notice above referred to and shall proceed forthwith to make such repairs and upon failure to do so within ten days the Railway Company shall have the right to make said repairs and collect the entire cost thereof from the City. The Railway Company reserves the right in case, in their opinion, the safety of their tracks and property demands it to make emergency repairs to said sewer without notice to City and to collect the entire cost thereof from it as hereinafter provided.

4. City at its sole cost and expense shall construct or cause to be constructed and completed in a good and workmanlike manner said sewer in accordance with the plans and specifications referred to hereinabove. The aforesaid plans and specifications may be modified only upon the written approval of the Commissioner of Public Works of City and of the Chief Engineer of the Railway Company.

5. Tunnel shafts for access to the sewer construction shall not be located within the classification yards bounded on the north by Track 22 North and on the south by Track 24 South.

6. The Chief Engineer of the Railway Company shall have the right to inspect the construction of the sewer as it progresses upon, under and through the above described real estate, and if in the opinion of said Chief Engineer the method adopted by the City is not satisfactory, such methods shall be the subject of adjustment between said Chief Engineer and the Commissioner of Public Works of City.

7. The Railway Company reserves the right to connect to said sewer under the rules and regulations of the City.

8. The City shall assume and bear all cost of protection including watchmen, flagmen and protective devices which the Chief Engineer of the Railway Company may deem necessary to safeguard the continuous operations of trains, tracks, signals, telegraph and telephone wires and poles, and other facilities and fixtures of the Railway Company during the construction, reconstruction, repair, maintenance, operation and removal of the sewer and the City shall restore at its own risk and expense any property which may be disturbed during said work to the same conditions as near as may be as the same existed before the beginning of any work.

9. Whenever at any time during the term of this grant it is deemed necessary in the opinion of the Chief Engineer of the Railway Company to support the tracks, automatic signals, telegraph and telephone wires and poles or the property and structures, restore the grade of the same caused by settlement or subsidence, move or raise automatic signals, or raise telephone or telegraph wires and other property, and repair any damage to the same by reason of the construction, reconstruction, repair, maintenance, operation, existence or removal of the sewer, the Railway Company shall have the right to perform any work required in a reasonable and economical manner and furnish supervision therefor, and the City shall pay the entire cost thereof plus ten per cent (10%) of the cost of labor and fifteen per cent (15%) of the cost of material. The cost of labor shall include Social Security, both State and Federal, and Railroad Retirement taxes required under any Social Security or Railroad Retirement Act, and vacation with pay, fringe benefits, the cost of insurance when such can be shown to have been paid, the cost of watchmen, flagmen and the engineering and inspection service required in the field. The cost of materials shall be the actual cost of the same delivered at the site of the work. The rental cost of any large or special equipment, including work train, pile driver, derrick or other similar appliances used in said work shall be billed at the standard rate of rental fixed by the Railway Company for such equipment in the Chicago territory. The above percentages to be added shall cover the cost of superintendence, accounting, use of tools and small equipment and overhead expenses.

10. City shall require its contractors to furnish bond by a responsible surety company guaranteeing the satisfactory completion of the work. City or its contractor are to furnish the Railway Company Protective Public Liability and Property Damage Insurance in the following amounts:

(a) Public Liability Insurance in an amount not less than $300,000 for injuries, including accidental death, to any one person to the same limit for each person, in an amount not less than $1,000,000 on account of any one accident; and

(b) Property Damage Insurance in an amount not less than $200,000 for all damages arising out of injury to or destruction of property in any one accident and, subject to that limit per accident, a total (or aggregate) limit of $400,000 for all damages arising out of injury to or destruction of property during the policy period.

The original or a certified copy of such insurance policies shall be delivered to the Railway Company before commencement of the work.

11. City agrees that, upon completion of its construction work on the premises described above, to leave a finished grade on said area at the same grade as it was at the beginning of the work, and to remove and dispose of all excess earth.

12. The City assumes and agrees to pay for all loss, damage, injury or death, including costs and expenses incident thereto caused to any person or to the property of any person by or during construction or installation of said sewer or by the maintenance, repair or renewal thereof, or by its presence or use upon the property of the Railway Company, or its removal therefrom, or caused by any defect in or failure of said sewer, and the City further assumes all loss and damage to said sewer even though operation by said Railway Company may have caused or contributed thereto, and the City shall forever indemnify the Railway Company, its agents, employees lessees, licensees, successors or assigns and each of them against and save them harmless for all liability for any such loss, damage, injury or death.

In case any suit shall be brought against the Railway Company or either of them on account of any such loss, damage, injury or death, the City agrees at its own expense to assume the defense thereof and to pay any and all judgments recovered against the Railway Company and each of them, or costs incurred by them on account of any such suit, provided, however, that in case any suit be brought against the Railway Company or either of them for any such loss the Railway Company shall give notice in writing of such suit and of such service to the Mayor or City Clerk of the City of Chicago for the purpose of enabling such defense to be made by City.

The City further agrees that no Special Tax or assessment under the provisions of "An Act Concerning Local Improvements" and Section 84 of the Cities and Villages Act or any other Act will be levied against said Railway Company to defray any part of the cost of the sewer herein.

13. The permission and authority herein granted shall continue in full force and effect so long as the City shall use said sewer system in which the aforesaid sewer is a part. Upon the discontinuance of the use of the said sewer the City at its own cost, risk and expense shall remove the same from the property of the Railway Company subject to the approval of and satisfaction of the Chief Engineer of the Railway Company, and in the event of its failure so to do within a reasonable time the Railway Company may at their option remove the same at the cost and expense of the City, it being understood that all the terms and provisions of this agreement shall remain in effect until said sewer shall have been completely removed and the property of the Railway Company shall have been restored to the condition existing prior to the installation of said sewer.

14. The authority hereby granted to City is not transferable.

In Witness Whereof, as of the day and year first above written, the parties hereto have caused these presents to be executed in triplicate by their duly authorized officers and to be duly attested and their corporate seals to be hereunto affixed.

[Signature forms omitted]

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

## Authority Granted for Laying of Water Mains in Sundry Streets.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

*Ordered,* That the Commissioner of Water and Sewers is hereby authorized to lay water mains in the following streets:

W. Berteau Avenue (21' SNL) from 11' EWL N. Major Avenue to 13' EWL N. Mango Avenue

N. Mango Avenue (13' EWL) from 21' SNL W. Berteau Avenue to 18' NSL W. Berteau Avenue, at an estimated cost of $10,849.54

and charge same to Account 290-8270(7940).553-Circulation; and

*Be It Further Ordered,* That the Commissioner of Water and Sewers is hereby authorized to lay water mains in the following streets:

W. Ferdinand Street (23' SNL) from 25' WEL N. Laramie Avenue to 25' EWL N. Leamington Avenue

W. Ferdinand Street (23' SNL) 25' EWL N. Leamington Avenue to 22' EWL N. Leclaire Avenue, at an estimated cost of $44,147.59

and charge same to Account 290-8270(7940).553-317' of 8" DI—Replacement and Account 290-8270 (7940).553-320' of 8" DI—Circulation; and

*Be It Further Ordered,* That the Commissioner of Water and Sewers is hereby authorized to lay water mains in the following streets:

W. 22nd Place (27' SNL) from 22' EWL S. Damen Avenue to 26' EWL S. Leavitt Street, at an estimated cost of $41,255.17

and charge same to Account 290-8270(7940).553—Replacement.

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

### Supt. of Police Authorized and Directed to Issue Permit to Children's Benefit League of Chicago and Suburbs to Conduct Tag Day.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

*Ordered,* That the Superintendent of Police be and he is hereby authorized and directed to issue a permit to the Children's Benefit League of Chicago and Suburbs to tag on the streets of Chicago on Friday, April 17, 1970.

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

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### Authority Granted for Payments for Hospital, Medical and Nursing Services Rendered Certain Injured Members of Fire and Police Depts.

The Committee on Finance submitted a report recommending that the City Council pass a proposed order transmitted therewith, to authorize payments for hospital, medical and nursing services for certain injured members of the Fire and Police Departments.

On motion of Alderman Keane the said proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

The following is said order as passed:

*Ordered,* That the City Comptroller is authorized and directed to issue vouchers, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department herein named, provided such members of the Police Department shall enter into an agreement in writing with the City of Chicago to the effect that, should it appear that any of said members of the Police Department have received any sum of money from the party whose negligence caused such injury, or have instituted proceedings against such party for the recovery of damage on account of such injury or medical expense, then in that event the City shall be reimbursed by such member of the Police Department out of any sum that such member of the Police Department has received or may hereafter receive from such third party on account of such injury or medical expense, not to exceed the amount that the City may, or shall, have paid on account of such medical expense, in accordance with Opinion No. 1422 of the Corporation Counsel of said City, dated March 19, 1926. The payment of any of these bills shall not be construed as an approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of such claims, as allowed, is set opposite the names of the injured members of the Police Department, and vouchers are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937:

| | |
|---|---|
| D. V. Carter, 111159, District 7; injured May 18, 1969 | $ 16.00 |
| Richard W. Clark, 127933, District 20; injured April 28, 1969 | 360.50 |
| Robert Lazar, 457824, District 4; injured May 1, 1969 | 67.50 |
| Ronald Magro, 490690, District 4; injured May 1, 1969 | 37.50 |
| George P. Martis, 507357, Records & Communications Division; injured May 5, 1969 | 8.00 |
| Thomas F. McKenna, 534730, Traffic Division; injured May 11, 1969 | 39.00 |
| Carl Montalto, 562764, Traffic Division; injured May 7, 1969 | 41.00 |
| James J. Riordan, 689001, Task Force; injured May 11, 1969 | 44.00 |
| John J. Sucevich, 786991, Traffic Division; injured April 29, 1969 | 39.00 |
| Paul A. Velasquez, 831775, District 9; injured May 6, 1969 | 40.00 |
| Russell W. Weingart, 854140, District 13; injured May 2, 1969 | 72.00 |
| Roy A. Gray, 298994, District 2; injured March 13, 1969 | 80.00 |
| John P. Marusich, 507587, District 7; injured April 24, 1969 | 36.00 |
| James R. Ohse, 619245, District 2; injured March 13, 1969 | 41.00 |
| Donald L. Smith, 757990, District 5; injured April 24, 1969 | 31.00 |
| Whalen T. Ullrich, 825887, District 18; injured January 21, 1969 | 79.75 |
| Olan A. Wheeler, 860085, Traffic Division; injured April 12, 1969 | 6.00 |
| Arthur Adams, 001888, District 11; injured October 30, 1968 | 806.65 |
| Ricardo Bayron, 034696, District 10; injured March 21, 1969 | 74.00 |
| Frederick O. Bonke, 060165, Bureau of Inspectional Division; injured April 2, 1969 | 53.00 |
| Irwin J. Burkart, 398475, Youth Division; injured January 3, 1969 | 399.50 |
| William E. Craven, 154859, Bureau of Inspectional Division; injured May 7, 1969 | 60.00 |
| Ronald E. Crawford, 155205, District 7; injured April 26, 1969 | 15.00 |
| Richard DeFrancisco, 176605, District 3; injured February 3, 1968 | 2,880.40 |
| Wilbur J. Hart, 326060, District 10; injured October 23, 1968 | 127.60 |
| Dennis R. Hughes, 362342, Detective Division; injured April 1, 1969 | 18.00 |
| John W. Kachiroubas, 395370, Detective Division; injured December 18, 1968 | 85.00 |

Thomas J. McGowan, 539736, Traffic Division; injured April 22, 1969 ..................$ 43.00;

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to issue vouchers, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department herein named. The payment of any of these bills shall not be construed as an approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of said claims is set opposite the names of the injured members of the Police Department, and vouchers are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937:

| | |
|---|---|
| Anthony J. Canezaro, 102557, District 13; injured February 10, 1969 ..................$ | 27.00 |
| William D. Ferguson, 236808, District 19; injured May 6, 1969 .............................. | 22.25 |
| Robert L. Galella, 265445, District 11; injured April 4, 1969 .............................. | 20.00 |
| Wayne Gripman, 305607, District 19; injured April 21, 1969 .............................. | 26.00 |
| William H. Hale, 313985, District 13; injured March 29, 1969 .......................... | 64.00 |
| Patricia L. Hays, 332477, Youth Division; injured April 10, 1969 .......................... | 5.00 |
| Thomas L. Iannotti, 367169, District 14; injured April 14, 1969 .......................... | 10.00 |
| Nick J. Jacobazzi, 373292, Police Training Division; injured April 9, 1969 ........... | 25.00 |
| Arthur E. Johnson, 382697, District 5; injured April 25, 1969 .............................. | 27.50 |
| William Johnston, 388045, District 3; injured April 14, 1969 ............................ | 165.45 |
| Harris Jones, 389643, District 21; injured April 21, 1969 ....................................... | 25.00 |
| Anthony W. Katalinic, 402474, District 4; injured April 25, 1969 .................. | 27.00 |
| Sidney J. Kent, 414667, Task Force; injured July 12, 1968 .............................. | 52.00 |
| Frank Carl Keske, 415920, District 2; injured February 2, 1969 ....................... | 14.00 |
| Anthony S. Korpitz, 432699, Automotive Pond Section; injured April 13, 1969 .... | 26.75 |
| Thomas M. Kulick, 443527, Police Training Division; injured April 2, 1969 ........ | 25.00 |
| Donald W. Larisey, 453090, Police Training Division; injured April 24, 1969 .... | 45.00 |
| Morton E. Lieberman, 469107, District 10; injured March 3, 1969 ......................... | 8.00 |
| John E. Malloy, 494822, Detective Division; injured May 12, 1969 .................. | 56.00 |
| John S. Malozienc, 496058, District 9; injured April 22, 1969 ........................... | 37.50 |
| John P. Marron, 503398, District 18; injured April 27, 1969 .............................. | 20.00 |
| Jose A. Martinez, 506908, District 13: injured April 26, 1969 .............................. | 9.00 |
| Edward C. McCann, 516925, District 9; injured April 25, 1969 ........................... | 75.50 |
| Donald R. McCoy, 521656, Task Force; injured February 27, 1969 ...................... | 12.00 |
| Daniel J. McErlean, 526298, Task Force, injured April 25, 1969 .......................... | 72.50 |
| William McInerney, 533646, Detective Division; injured April 14, 1969 ........... | 1,232.45 |
| William L. Morse, 569912, District 7; injured April 23, 1969 ..............................$ | 32.00 |
| Robert J. Muscolino, 582717, District 14: injured April 30, 1969 .......................... | 22.00 |
| John N. Nikopoulos, 594177, District 17; injured April 17, 1969 .......................... | 30.00 |
| Theodore J. O'Connor, 608170, District 4; injured January 9, 1969 ...................... | 15.00 |
| Thomas M. O'Donnell, 610259, District 19; injured April 19, 1969 .......................... | 23.00 |
| Robert T. O'Neill, 615975, Task Force; injured April 25, 1969 .......................... | 27.50 |
| Ralph R. Pflanz, 646195, District 18; injured April 25, 1969 .............................. | 12.50 |
| James R. Phillips, 646999, District 3; injured April 2, 1969 ................................ | 55.50 |
| Charles Richardson, 685065, District 7; injured May 3, 1969 .............................. | 16.00 |
| Richard D. Rinkenberger, 688732, District 11; injured April 4, 1969 ............... | 25.00 |
| John Sanchez, 716305, District 7; injured May 2, 1969 .............................. | 18.25 |
| Michael P. Schumacher 726411, District 1; injured April 4, 1969 ...................... | 14.00 |
| Glen E. Shurtleff, 747457, District 18; injured March 8, 1969 ............................ | 42.00 |
| Ronald M. Stankowicz, 774573, Task Force; injured January 7, 1969 ........... | 7.25 |
| John J. Sweeney, 793905, Task Force; injured April 25, 1969 ............................ | 37.50 |
| Maylon R. Tate, Jr., 800265, District 3; injured April 29, 1969 .......................... | 11.50 |
| Walter M. Swierk, 794880, District 9; injured April 25, 1969 ............................ | 31.50 |
| George Taylor, 801274, Detective Division; injured April 17, 1969 ................ | 40.00 |
| Robert W. Tomkins, 813671, District 2; injured February 21, 1968 .................. | 10.00 |
| Frank J. Trzos, 820594, Central Services Division; injured April 11, 1969 ........... | 44.00 |
| Edward H. Tverdek, 824044, Task Force; injured April 12, 1969 .......................... | 31.00 |
| Edward D. Walsh, 842214, District 6; injured April 26, 1969 ............................ | 35.40 |
| Peter L. Wood, 879499, District 6; injured April 13, 1969 .......................... | 35.50 |
| Donald T. Zellak, 890455, District 10; injured February 20, 1969 ...................... | 25.00 |
| Martin J. Ryan, 710838, District 4; injured March 13, 1969 .......................... | 304.30 |
| LeMonte Adkins, 003445, Task Force; injured May 13, 1969 .............................. | 10.00 |
| George J. Aguado, 004094, District 19; injured April 20, 1969 .............................. | 33.00 |
| Robert F. Ahlgrim, 004473, District 13; injured May 30, 1969 .......................... | 6.00 |
| Anthony J. Barry, 099914, District 7; injured March 13, 1969 .......................... | 38.00 |
| Jacob B. Benter, 041722, Central Detention Service; injured March 29, 1969 .... | 14.00 |
| James C. Bes Palets, 046023, Task Force; injured May 19, 1969 .......................... | 17.15 |
| James W. Burns, 091114, Task Force; injured April 14, 1969 .......................... | 31.50 |
| Frank P. Cacucci, 096899, Youth Division; injured May 24, 1969 .................. | 18.25 |
| Gus J. Cammarata, 101108, District 13; injured April 12, 1969 .......................... | 21.00 |

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|---|---|
| Martin J. Campbell, 101660, District 17; injured May 26, 1969 ........................$ | 27.00 |
| John A. Cello, 117369, District 18; injured May 29, 1969 ........................ | 27.15 |
| Alex A. Karaezan, 400120, District 10; injured May 9, 1969 ........................ | 10.50 |
| Daniel W. Coffman, 132021, Task Force; injured May 18, 1969 ........................ | 14.50 |
| Thomas E. Collins, 137310, Task Force; injured January 28, 1969 ........................ | 15.00 |
| Theodore E. Davis, 174317, District 21; injured April 24, 1969 ........................ | 13.50 |
| Joseph P. DeFranco, 176619, District 14; injured May 28, 1969 ........................ | 10.00 |
| Carl R. Edenfield, 217672, Detective Division; injured May 14, 1969 ........................ | 19.50 |
| David H. Eirick, 220352, District 18; injured May 26, 1969 ........................ | 21.00 |
| John P. Finnegan, 240460, District 15; injured May 16, 1969 ........................ | 6.00 |
| John P. Ford, 252920, District 7; injured March 17, 1969 ........................ | 13.00 |
| Robert Gaides, 264638, Detective Division; injured May 25, 1969 ........................ | 27.00 |
| Francis P. Glynn, 286983, District 2; injured April 28, 1969 ........................ | 27.50 |
| Robert W. Goldsmith, 289892, Youth Division; injured May 13, 1969 ........................ | 15.40 |
| Howard B. Hagen, 312880, District 16; injured April 30, 1969 ........................ | 13.00 |
| Artis Haywood, 332559, District 21; injured May 18, 1969 ........................ | 10.00 |
| Alex Karas, 400280, Youth Division; injured May 4, 1969 ........................ | 27.00 |
| Thomas A. Kelly, 411011, District 10; injured April 21, 1969 ........................ | 15.00 |
| Eugene F. Kuffel, 422735, District 5; injured May 4, 1969 ........................ | 15.00 |
| Edward Kostelny, 433711, District 14; injured May 28, 1969 ........................ | 12.00 |
| Thomas Leonard, 464094, Detective Division; injured November 9, 1968 ........................ | 24.00 |
| Burleigh G. Lester, 465049, District 7; injured March 29, 1969 ........................ | 50.00 |
| Burleigh G. Lester, 465049, District 7; injured April 5, 1969 ........................ | 19.00 |
| Soter Libaris, 468450, District 15; injured May 19, 1969 ........................ | 48.00 |
| Allen J. McGrew, 530920, Task Force; injured May 16, 1969 ........................ | 7.35 |
| Timothy McKeough, 535027, Task Force; injured May 19, 1969 ........................ | 7.50 |
| Frank R. Mills, Jr., 555896, District 11; injured March 26, 1969 ........................ | 20.00 |
| James P. Monahan, 561985, District 2; injured May 14, 1969 ........................ | 13.50 |
| James B. Nemec, 590885, Task Force; injured May 14, 1969 ........................ | 15.50 |
| Arthur Novit, 600806, District 13; injured April 21, 1969 ........................ | 13.00 |
| Edwin P. Ogonowski, 619045, District 13; injured April 23, 1969 ........................ | 13.00 |
| William J. O'Malley, 614537, Youth Division; injured April 22, 1969 ........................ | 35.25 |
| Lawrence G. O'Shaughnessy, 616935, District 6; injured May 10, 1969 ........................ | 47.50 |
| Jimmie L. Pollard, 655335, District 3; injured May 16, 1969 ........................ | 20.00 |
| John Pradun, Jr., 660721, District 9; injured May 4, 1969 ........................$ | 35.00 |
| Harold L. Price, 662929, District 14; injured May 18, 1969 ........................ | 21.50 |
| John G. Rafferty, 671533, Police Training Division; May 6, 1969 ........................ | 25.00 |
| Raymond T. Reynolds, 683502, District 15; injured November 2, 1968 ........................ | 35.00 |
| Lawrence J. Schreiner, 729019, District 13; injured April 10, 1969 ........................ | 11.00 |
| Robert M. Sepulveda, 737739, District 2; injured April 18, 1969 ........................ | 28.50 |
| Gilbert Simpson, 750651, District 7; injured March 20, 1969 ........................ | 10.00 |
| Van D. Smith, 762597, Police Training Division; injured May 12, 1969 ........................ | 29.75 |
| Wallace J. Szadde, 795823, District 14; injured May 28, 1969 ........................ | 12.00 |
| Fred Terrille, 803842, District 3; injured May 7, 1969 ........................ | 270.00 |
| Anthony Tranchita, 816845, District 14; injured May 24, 1969 ........................ | 10.00 |
| Joseph R. Valenti, 827747, Youth Division; injured May 24, 1969 ........................ | 39.80 |
| Joseph R. Volpentesta, 835958, District 2; injured April 7, 1969 ........................ | 10.00 |
| Rick R. Volz, 836073, District 1; injured May 23, 1969 ........................ | 22.35 |
| Charles A. Washburn, 848723, Traffic Division; injured May 26, 1969 ........................ | 6.00 |
| Edgar L. Williams, 866966, District 10; injured May 3, 1969 ........................ | 11.00 |
| James J. Zimmerman, 892970, District 19; injured May 21, 1969 ........................ | 11.00 |
| Anthony L. Cuttone, 164617, District 13; injured April 27, 1969 ........................ | 11.00 |
| Edward R. Dolan, 194672, Youth Division; injured April 3, 1969 ........................ | 14.50 |
| Clinton H. Gandy, 268111, District 18; injured May 25, 1969 ........................ | 10.00 |
| William E. Haftl, 312662, Task Force; injured May 3, 1969 ........................ | 14.50 |
| Sylvester Hanrahan, 319033, Detective Division; injured May 13, 1969 ........................ | 12.00 |
| John D. Haugh, 327761, District 7; injured March 6, 1969 ........................ | 10.00 |
| James W. Koch, 428202, District 1; injured May 1, 1969 ........................ | 15.00 |
| Leonard R. Kraai, 436138, Police Training Division; injured May 15, 1969 .... | 25.00 |
| Charles F. Kunz, 444084, Traffic Division; injured August 28, 1968 ........................ | 25.00 |
| Joseph F. McCarthy, 518753, District 11; injured March 22, 1969 ........................ | 12.00 |
| William J. McDonald, 524573, Police Training Division; injured May 6, 1969 ........................ | 25.00 |
| Michael D. Mulcahy, 573666, Youth Division; injured March 16, 1969 ........................ | 14.00 |
| Daniel J. O'Connor, 606843, District 7; injured November 1, 1968 ........................ | 25.00 |
| Ross S. Vetrano, 833075, Police Training Division; injured April 22, 1969 ........................ | 25.00 |
| George D. Bilecki, 049093, District 6; injured March 8, 1969 ........................ | 26.90 |
| Efren Castaneda, 114524, District 9; injured April 25, 1969 ........................ | 32.50 |
| Raymond L. Cortez, 149393, Police Training Division; injured May 24, 1969 .... | 10.00 |

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| John P. Courtney, 152386, District 14; jured May 4, 1969 | $ 35.00 |
| Ronald E. Crawford, 155205, District 7; injured April 12, 1969 | 36.00 |
| Henry L. Cross, 157492, District 21; injured May 6, 1969 | 40.00 |
| Vince A. Cullotta, 160528, District 18; injured March 8, 1969 | 71.00 |
| Joseph DeFranco, 176619, District 14; injured January 17, 1969 | 22.00 |
| Thomas K. Donahue, 196431, District 6; injured January 15, 1969 | 13.00 |
| Joseph M. Doyle, 203872, District 15; injured March 23, 1969 | 27.00 |
| Raymond Drygalski, 206609, District 19; injured January 24, 1969 | 485.90 |
| Benedict W. Ferenzi, 236428, District 18; injured May 24, 1969 | 39.00 |
| Albert L. Frigo, 261358, District 19; injured May 24, 1969 | 35.00 |
| Henry W. Gauthreaux, 273332, District 27; injured May 18 1969 | 34.00 |
| William I. Getz, 278001, District 19; injured January 6, 1969 | 60.00 |
| James E. Gibson, 279404, District 1; injured April 21, 1969 | 48.50 |
| Frank M. Gurgone, 310202, District 21; injured January 11, 1969 | 12.50 |
| Richard Harper, 322644, District 17; injured November 7, 1968 | 10.00 |
| James Hatton, 329236, District 12; injured April 19, 1969 | 15.25 |
| Joseph W. Ippolito, 386752, Traffic Division; injured February 6, 1969 | 61.00 |
| Robert M. Isdell, 369449, District 16; injured January 18, 1969 | 232.00 |
| Joseph F. McCarthy, 518742, Traffic Division; injured March 3, 1969 | 48.50 |
| Jerome E. Michalik, 549858, Distrtct 18; injured May 1, 1969 | 41.00 |
| Frank J. O'Shea, 617067, District 15; injured April 29, 1969 | 101.50 |
| Dennis J. Parello, 630950, Traffic Division; injured May 15, 1969 | 35.00 |
| Manuel J. Perez, 640375, District 19; injured May 15, 1969 | 13.00 |
| John J. Rubel, 704479, District 20; injured December 26, 1968 | 75.00 |
| Robert Schewe, 724707, Detective Division; injured September 3, 1968 | 43.00 |
| Kenneth G. Smith, 760740, District 11; injured January 3, 1969 | 39.50 |
| Gerald R. Vesely, 832939, District 14; injured December 24, 1968 | 31.00 |
| Richard J. Zoller, 893895, Task Force; injured March 1, 1969 | 12.00 |
| Frank J. Zuckerman, 894631, District 18; injured May 6, 1969 | 35.25. |

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### *Action Deferred*—ON PROPOSED ORDINANCE FOR SETTLEMENT OF CERTAIN SPECIAL ASSESSMENT TAX CLAIMS IN LIEU OF FORECLOSURE *(John A. Hennessey, No. 3827 W. 66th St.).*

The Committee on Finance submitted the following report, which was, at the request of two aldermen present (Alderman Staszcuk and Alderman Sperling) *Deferred* and ordered published:

CHICAGO, July 15, 1969.

***To the President and Members of the City Council:***

Your Committee on Finance to which was referred the proposed ordinance for the acceptance of a compromise offer in settlement of Special Assessment Tax Claims in lieu of foreclosure, in the amount of $40.00, charged against John A. Hennessey for property located at No. 3827 W. 66th Street, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by 34 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) THOMAS E. KEANE,
*Chairman.*

The proposed ordinance transmitted with the foregoing committee report reads as follows:

*Whereas,* The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $9.95, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

*Whereas,* There are no special assessment bonds or vouchers outstanding in the special assessment warrant involved, and in lieu of foreclosure, an offer has been received from John A. Hennessey, to compromise the City's claim for the sum of Forty and no/100 dollars ($40.00), which has been recommended by the Committee on Finance; therefore,

Be It Ordained by the City Council of the City of Chicago:

*Section 1.* That the Comptroller on delivery to him of $40.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said John A. Hennessey, certificates of cancellation of special assessment liens against:

Lot A Block 3 in F. H. Bartlett's Subdivision of (Ex.RR) South 40 Rods, NW¼. Section 23, Township 38 North, Range 13 East of the Third Principal Meridian;

for the nonpayment of the First, Second, Third, Fourth and Fifth Installments of Special Assessment Warrant No. 47026 and First, Second, Third, Fourth and Fifth Installments of Special Assessment Warrant No. 47026A.

*Section 2.* This ordinance shall be in force and effect from and after its passage.

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### *Placed on File*—MISCELLANEOUS MATTERS.

The Committee on Finance submitted reports recommending that the City Council *Place on File* miscellaneous documents transmitted therewith. On motion of Alderman Keane the committee's recommendations were *Concurred In.*

The following is a summary of said documents:

A communication from the Department of Law dated June 30, 1969, transmitting a report of settlements of suits with entries of judgment against the City (referred to the Committee on July 8, 1969);

A financial statement from the Lt. Joseph P. Kennedy Jr. School for Exceptional Children for year ended December 31, 1968.

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*Failed to Pass*—PROPOSED ORDER FOR CANCELLATION OF WARRANT FOR COLLECTION CHARGED AGAINST RESURRECTION HOSPITAL.

The Committee on Finance submitted the following report:

CHICAGO, July 15, 1969.

***To the President and Members of the City Council:***

Your Committee on Finance to which was referred a communication dated July 8, 1969 from Alderman Scholl transmitting an order authorizing cancellation of warrant for collection for maintenance and operating cost of a private Fire Alarm Box—Warrant for Collection No. D-98395, in the amount of $10.00 for maintenance for the year 1968, charged against the Resurrection Hospital, No. 7435 W. Talcott Avenue, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed order transmitted herewith.

This recommendation was concurred in by 34 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) THOMAS E. KEANE,
*Chairman.*

Alderman Keane moved to *Concur* in the committee's recommendation. The question thereupon became: *"Shall the proposed order Pass, the recommendation of the committee to the contrary notwithstanding?"*; and the question being put, said proposed order *Failed to Pass*, by yeas and nays as follows: *Yeas*—None; *Nays*—43.

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## COMMITTEE ON LOCAL INDUSTRIES, STREETS AND ALLEYS.

### Grants Made of Privileges in Public Ways.

The Committee on Local Industries, Streets and Alleys, to which had been referred (on December 13, 1968, January 17, April 25 and June 23, 1969) ten proposed ordinances for grants of privileges in public ways, submitted a report recommending that the City Council pass said proposed ordinances (transmitted therewith).

On separate motions made by Alderman Sain *each* of the said proposed ordinances was *Passed*, by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

*Each of the said ten ordinances contains Sections 3, 4, 5 and 6, which are identical with Sections 3, 4, 5 and 6 respectively of the "Standard Special Provisions" printed on pages 5243-5244 of the Journal of the Proceedings of April 9, 1969.* Sections 1 and 2 of the said proposed ordinances read respectively as follows (the Italic heading in each case not being a part of the ordinance):

*Grant to Wallace E. Carroll.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority hereby are given and granted to Wallace E. Carroll, his heirs, executors and assigns, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed an ornamental clock and temperature indicator, eighteen (18) feet in height, with a base three (3) feet by three (3) feet by one (1) foot in height, located near the curb in the sidewalk space in front of the premises known as No. 4010 W. Madison Street; for a period of ten (10) years from and after September 25, 1968.

The location of said ornamental clock and temperature indicator shall be as shown on print hereto attached, which by reference is made a part of this ordinance. Said ornamental clock shall contain no advertising matter whatsoever, and shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of one hundred and no/100 dollars ($100.00) for the ten-year period beginning September 25, 1968.

*Grant to Central Soya Company, Inc.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority hereby are given and granted to Central Soya Company, Inc., a corporation, it successors and assigns, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a railroad switch track on and across the eight-foot north-south public alley east of N. Leclaire Avenue twenty (20) feet south of the southerly line of the right of way of the Chicago, Milwaukee, St. Paul and Pacific Railroad, thence across private property on and across N. Leclaire Avenue at a point two hundred eighty (280) feet north of the north line of W. Moffat Street; for a period of twenty (20) years from and after May 31, 1969.

The location of said railroad switch track shall be as shown in red on print hereto attached, which by reference is made a part of this ordinance. Said railroad switch track shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. The grantee shall keep that portion of the pubic way occupied by said railroad switch track in good condition and repair, safe for public travel and free from snow, ice and dirt, to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of four hundred fifty and no/100 dollars ($450.00) per annum, in advance, the first payment to be made as of May 31, 1969, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof before the structures and appliances herein authorized are removed and the public way is restored as herein required.

### *Grant to Ceylon Realty Co.*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. Permission and authority hereby are given and granted to Ceylon Realty Co., a corporation, its successors and assigns, upon the terms and subject to the conditions of this ordinance, to excavate for, construct, maintain and use a vault under the sidewalk beginning on the west line of N. Wabash Avenue approximately thirty (30) feet north of the northwest corner of N. Wabash Avenue and E. Lake Street. Said vault not to exceed approximately twelve (12) feet in width, seventy (70) feet in length nor nine feet (9) feet in depth below the sidewalk line, together with an opening seven (7) feet by five (5) feet in the surface thereof. Also, an elevator pit to be five (5) feet below the level of said vault and a cylinder casing to be approximately eleven (11) feet six (6) inches below the elevator pit. Said vault to be used to transport materials and supplies to the proposed building to be located at Nos. 200-208 N. Wabash Avenue and Nos. 22-30 E. Lake Street; for a period of ten (10) years from and after the date of passage of this ordinance.

The location of said vault, opening and elevator pit shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said vault, opening and elevator pit shall be constructed under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation, and shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. The grantee shall keep that portion of the public way over said vault in good condition and repair, safe for public travel and free from snow, ice and dirt, to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of seven hundred five and 60/100 dollars ($705.60) per annum, in advance, the first payment to be made as of the date of passage of this ordinance, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof before the structures and appliances herein authorized are removed and the public way is restored as herein required.

### *Grant to Chicago Tribune Building Corp.*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. Permission and authority hereby are given and granted to the Chicago Tribune Building Corporation, a corporation, its successors and assigns, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed two (2) loading platforms in the sidewalk space of the lower level of the south side of E. Illinois Street and on the lower level of the east side of N. Michigan Avenue, with all the existing openings on the surface of said loading platforms. The concrete loading platform on the sidewalk space of the lower level on the south side of E. Illinois Street fourteen (14) feet two (2) inches in width, four (4) feet in height and three hundred twenty-six (326) feet in length. The concrete loading platform on the sidewalk space of the lower level of N. Michigan Avenue ten (10) feet six (6) inches in width, four (4) feet in height and two hundred eighteen (218) feet in length. Also, to maintain and use as now constructed stairways and railings at all four corners of the block bounded by N. Michigan Avenue, E. Illinois Street, vacated N. St. Clair Street and vacated E. Hubbard Street.

Permission and authority hereby are also given and granted to the said grantee to construct, maintain and use an elevator hatchway under the lower level of N. Michigan Avenue, not to exceed twelve (12) feet three (3) inches in length eight (8) feet five (5) inches in width, outside dimensions, nor forty-six (46) feet six (6) inches in depth, to be used in connection with the above described existing loading platforms and to connect with a machine room to be constructed at said location not to exceed thirteen (13) feet five (5) inches in length nor twelve (12) feet in width.

All of the said privileges to be granted for a period of ten (10) years from and after the date of passage of this ordinance.

The location of said loading platforms, stairways, railings, elevator hatchway and machine room shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said elevator hatchway and machine room shall be constructed under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation, and all privileges shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. The grantee shall keep said loading platforms, stairways, railings, elevator hatchway and machine room and that portion of the public way adjacent thereto in good condition and repair, safe for public travel and free from snow, ice and dirt, to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of five thousand seven hundred forty-three and 60/100 dollars ($5,743.60) per annum, in advance, the first payment to be made as of the date of passage of this ordinance, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof before the structures and appliances herein authorized are removed and the public way is restored as herein required.

### *Grant to Hooker Glass & Paint Mfg. Co.*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. Permission and authority hereby are given and granted to Hooker Glass & Paint Mfg. Co., a corporation, its successors and assigns, upon the terms and subject to the conditions of this ordinance, to maintain and use as now installed three (3) six-inch pipes encased in concrete under and across W. Warren Avenue connecting the premises known as Nos. 651-659 W. Washington Boulevard with the premises known as Nos. 649-653 W. Warrent Avenue; for a period of ten (10) years from and after September 5, 1966.

The location of said pipes shall be as shown on print hereto attached, which by reference is made a part of this ordinance. Said pipes shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. The grantee shall keep that portion of the public ways over said pipes in good condition and repair, safe for public travel and free from snow, ice and dirt, to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of two hundred and no/100 dollars ($200.00) per annum, in advance, the first payment to be made as of September 5, 1966, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof before the structures and appliances herein authorized are removed and the public way is restored as herein required.

### *Grant to Kraftco Corporation.*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. Permission and authority hereby are given and granted to Kraftco Corporation, a corporation, its successors and assigns, upon the terms and subject to the conditions of this ordinance, to maintain and use as now installed two (2) three and one-half (3½) inch galvanized conduits, each sixty (60) feet in length, under and across N. Peshtigo Court at a point one hundred ten (110) feet south of the south line of E. Grand Avenue; for a period of ten (10) years from and after July 12, 1969.

The location of said conduits shall be as shown on print hereto attached, which by reference is made a part of this ordinance. Said conduits shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. The grantee shall keep that portion of the public way over said conduits in good condition and repair, safe for public travel over the same and free from snow, ice and dirt to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of two hundred and no/100 dollars ($200.00) per annum, in advance, the first payment to be made as of July 12, 1969, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof before the structures and appliances herein authorized are removed and the public way is restored as herein required.

### *Grant to Lissner Corporation.*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. Permission and authority hereby are given and granted to Lissner Corporation, a corporation, its successors and assigns, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a railroad switch track at street grade connecting with the southwesterly track of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company in N. North Branch Street at a point two hundred thirty (230) feet westerly of the westerly line of N. Ogden Avenue, thence westerly a distance of eighty (80) feet into private property; for a period of twenty (20) years from and after November 9, 1968.

The location of said railroad switch track shall be as shown in yellow on print hereto attached, which by reference is made a part of this ordinance. Said railroad switch track shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. The grantee shall keep that portion of the public way occupied by said railroad switch track in good condition and repair, safe for public travel and free from snow, ice and dirt, to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of three hundred and/no 100 dollars ($300.00) per annum, in advance, the first payment to be made as of November 9, 1969, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof before the structures and appliances herein authorized are removed and the public way is restored as herein required.

### *Grant to Richheimer Coffee Company.*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. Permission and authority hereby are given and granted to Richheimer Coffee Company, a corporation, its successors and assigns, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a railroad switch track at street grade in N. Kingsbury Street connecting with the westerly track of the Chicago, Milwaukee, St. Paul and Pacific Railroad in said N. Kingsbury Street beginning at a point approximately twelve (12) feet from the southeasterly corner of N. Kingsbury Street and N. Ogden Avenue, thence running southwesterly to a point approximately two hundred seventy-five (275) feet from the southerly line of N. Ogden Avenue a distance of approximately one hundred fifty-five (155) feet; for a period of twenty (20) years from and after July 9, 1968.

The location of said railroad switch track shall be as shown in yellow on print hereto attached, which by reference is made a part of this ordinance. Said railroad switch track shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. The grantee shall keep that portion of the public way occupied by said railroad switch track in good condition and repair, safe for public travel and free from snow, ice and dirt, to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of three hundred thirteen and 50/100 dollars ($313.50) per annum, in advance, the first payment to be made as of July 9, 1968, and each succeeding payment on the same day and month thereafter. In case of the termination of the privileges herein granted the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof before the structures and appliances herein authorized are removed and the public way is restored as herein required.

*Grant to The John Hancock Mutual Life Insurance Company.*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. Permission and authority hereby are given and granted to The John Hancock Mutual Life Insurance Company, a corporation, its successors and assigns, upon the terms and subject to the conditions of this ordinance, to construct, maintain and use eleven (11) vaults underneath the sidewalk space as follows:

Vaults Nos. 2 to 6, inclusive, to be located under E. Chestnut Street and vaults Nos. 7-12, inclusive, to be located under E. Delaware Place between N. Michigan Avenue and N. Seneca Street, adjoining the premises known as No. 875 N. Michigan Avenue. Said vaults being further described as to areas and dimensions shown on attached drawing No. STD-V3, dated June 30, 1966, and said vault numbers preceding the above listed use and area designations dated December 4, 1968, corresponding to the numbered areas appearing on the attached drawing STD-V3, and made a part of this ordinance; for a period of ten (10) years from and after the date of passage of this ordinance.

The location of said vaults shall be as shown on print hereto attached, which by reference is made a part of this ordinance. Said vaults shall be constructed under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation, and shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. The grantee shall keep that portion of the public way over said vaults in good condition and repair, safe for public travel and free from snow, ice and dirt, to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of twenty-two thousand five hundred and no/100 dollars ($22,500.00) per annum, in advance, the first payment to be made as of the date of passage of this ordinance, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof before the structures and appliances herein authorized are removed and the public way is restored as herein required.

*Grant to 1335 Astor Cooperative Building, Inc.*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. Permission and authority hereby are given and granted to 1335 Astor Cooperative Building, Inc., a corporation, its successors and assigns, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a vault under the west half of the north-south sixteen-foot public alley east of N. Astor Street north of the north line of E. Banks Street. Said vault not exceeding one hundred forty (140) feet in length eight (8) feet in width nor fifteen (15) feet in depth; for a period of ten (10) years from and after July 8, 1969.

The location of said vault shall be as shown on print hereto attached, which by reference is made a part of this ordinance. Said vault shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. The grantee shall keep that portion of the public way over said vault in good condition and repair, safe for public travel over the same and free from snow, ice and dirt, to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of six hundred seventy-two and no/100 dollars ($672.00) per annum, in advance, the first payment to be made as of July 8, 1969, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein authorized the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof before the structures and appliances herein authorized are removed and the public way is restored as herein required.

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## Approval of Easement Agreement from City of Chicago to Board of Trustees of University of Illinois for Pedestrian Bridge Crossings and Utility Tunnels, Etc.

The Committee on Local Industries, Streets and Alleys, to which had been referred (on July 8, 1969) a proposed ordinance for approval of an easement agreement from the City of Chicago to The Board of Trustees of the University of Illinois for pedestrian bridge crossings and utility tunnels, etc. in W. Harrison and S. Morgan Streets at Chicago Circle Campus of the University of Illinois, submitted a report recommending that the City Council pass said proposed ordinance, which reads as follows:

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. Easements are hereby granted to The Board of Trustees of the University of Illinois, a public corporation of the State of Illinois, its successors and assigns, to construct, install, maintain, repair, operate and use overhead pedestrian and vehicular and utility tunnels, conduits, pipes, mains, vaults and manholes, and related accessories, in, over, across, under and through the following premises in the City of Chicago, Illinois:

*Parcel I*

A strip of land one hundred feet in width, the center line of which is a line one hundred fifty-seven and fifty one hundredths feet north of, and parallel to, the north boundary line of West Harrison Street, extended from the east boundary line of South Morgan Street to the west boundary line of South Morgan Street.

*Parcel II*

A strip of land thirty-eight feet in width, the center line of which is a line nineteen feet north of, and parallel to, the north boundary line of West Harrison Street, extending from the east boundary line of South Morgan Street to the west boundary line of South Morgan Street.

*Parcel III*

A strip of land sixty-six feet in width, the center line of which is a line four hundred thirty-one and sixty-one one hundredths feet east of, and parallel to, the east boundary line of South Morgan Street, extending from the north boundary line of West Harrison Street to the south boundary line of West Harrison Street.

SECTION 2. The rights and authority herein granted may be assigned, in whole or part, on an exclusive or nonexclusive basis, to the Illinois Building Authority, a body corporate and politic, for the uses and purposes herein set forth, to use for or in the interest of, on behalf of, or for benefit to, the grantee.

SECTION 3. Said pedestrian and vehicular walkways, bridges, subways, underground pedestrian, vehicular and utility tunnels, conduits, pipes, mains, vaults and manholes, and related accessories shall be installed under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and shall be maintained in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation at any place where they cross, pass over or under, or lie in or upon the above-described premises. The grantee shall file with the Commissioner of Streets and Sanitation, at any time or from time to time, as and when any construction work is done by the grantee pursuant to this ordinance, a plat or plats showing the location of said pedestrian and vehicular walkways, bridges, subways, underground pedestrian, vehicular and utility tunnels, conduits, pipes, mains, vaults and manholes, and related accessories. During such construction the grantee shall keep the premises in good condition and repair, safe for public travel, to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 4. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of ten dollars ($10.00), said payment to be made as of the date of the acceptance of this ordinance.

SECTION 5. This ordinance shall take effect and be in force from and after its passage, provided the grantee files a written acceptance of this ordinance with the City Clerk, within six months after passage of this ordinance.

On motion of Alderman Sain the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

## Grants of Permission for Maintenance of Certain Street Privileges Rescinded.

The Committee on Local Industries, Streets and Alleys, submitted reports recommending that the City Council pass two proposed ordinances transmitted therewith (which were referred to the committee on June 23, 1969) for *repeal* of ordinances which granted privileges in public ways.

On separate motions made by Alderman Sain *each* of the said proposed ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

Said two *repealing* ordinances, as passed, read respectively as follows (the Italic heading in each case not being a part of the ordinance):

### *Repeal of Ordinance to Railway Express Agency, Inc.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the ordinance passed by the City Council on October 22, 1965, appearing on page 5297 of the Journal of the Proceeding of said date, which granted permission and authority to Railway Express Agency, Incorporated, to maintain and use piping under and across W. Vernon Park Place one hundred thirty-two (132) feet east of the east line of S. Jefferson Street, within a section two (2) feet in diameter and comprising one (1) ten-inch conduit; one (1) six-inch conduit; one (1) three-inch conduit and two (2) three-quarter inch conduits, used for the transmission of steam and electricity between the premises of the grantee located on both sides of W. Vernon Park Place; be and the same is hereby repealed as of April 16, 1969.

The City Comptroller is hereby authorized to cancel all outstanding Warrants for Collection subsequent to April 15, 1969.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

### *Repeal of Ordinance to Deppe-Vienna Baking Co.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the ordinance passed by the City Council on May 24, 1951, appearing on page 329 of the Journal of the Proceedings of said date, which granted permission and authority to Deppe-Vienna Baking Co., to maintain and use a railroad switch track at street grade on and across W. Willow Street fifteen (15) feet easterly of the easterly line of N. Marcey Street; be and the same is hereby repealed as of April 13, 1969.

The City Comptroller is hereby authorized to cancel all outstanding Warrants for Collection subsequent to April 12, 1969.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

## Supt. of Maps Directed to Approve Plat of Subdivision.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (which was referred to the committee on July 8, 1969):

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of subdivision of the property on both sides of N. Delphia Avenue between W. Lawrence Avenue and a line 100 feet south of and parallel thereto, and on the east side of N. Potowatomie Avenue between said W. Lawrence Avenue and a line 106 feet south of and parallel thereto, as shown on the attached plat, when the necessary certificates are shown on said plat.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

On motion of Alderman Sain the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

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### Part of S. Racine Av. Vacated.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass a proposed ordinance (which was drafted and submitted in compliance with an order passed on September 28, 1967, page 958) for the vacation of all that part of S. Racine Avenue lying between a line 25 feet south of and parallel with the south line of W. Cermak Road and the southerly terminus of said S. Racine Avenue approximately 1057.4 feet south thereof.

On motion of Alderman Sain said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

**The following is said ordinance as passed:**

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public street described in the following ordinance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That all that part of S. Racine Avenue lying East of and adjoining the East line of Lot Twenty-seven (27) and the East line of Lots One Hundred Seventeen (117) to One Hundred Twenty-seven (127), both inclusive, and lying Northerly of and adjoining the Northerly line of Lots Twenty-eight (28) and Twenty-nine (29), all in Greene's South Branch Addition to Chicago (being the North Fractional part of Section Twenty-nine (29), Township Thirty-nine (39) North, Range Fourteen (14) East of the Third Principal Meridian, except the East Sixteen and Seventy-two Hundredths (16.72 acres); lying West of and adjoining the West line of Block B and said West line extended South, in Commonwealth Edison Company's Block B being a consolidation of sundry lots and parts of vacated streets in Greene's South Branch Addition to Chicago aforementioned, and lying South of and adjoining a line drawn from the Northwest corner of Commonwealth Edison Company's Block B aforementioned, to the point of intersection of the East line and the North line of the South Three-quarters (S.¾) of Lot One Hundred Twenty-seven (127) in Greene's South Branch Addition to Chicago aforementioned; said part of public street herein vacated being further described as all that part of S. Racine Avenue lying between a line Twenty-five (25) feet South of and parallel with the South line of W. Cermak Road and the Southerly terminus of said S. Racine Avenue approximately One Thousand Fifty-seven and Four Tenths (1057.4) feet South thereof, as measured along the West line of said S. Racine Avenue, as colored in red and indicated by the words "TO BE VACATED" on the plat hereto attached, which plat for greater certainty is hereby made a part of this ordinance, be and the same is hereby vacated and closed, except for such rights as are reserved to the City of Chicago by Section Two (2) hereof, inasmuch as the same with the exception of the reservation contained in Section Two (2) hereof, is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The City of Chicago hereby reserves all of S. Racine Avenue as herein vacated, as a right of way for existing sewers and for the installation of any additional sewers or other municipally-owned service facilities now located or which in the future may be located in said S. Racine Avenue as herein vacated, and for the maintenance, renewal and reconstruction of such facilities. It is further provided that no buildings or other structures shall be erected on the said right of way herein reserved or other use made of said area which in the judgment of the municipal officials having control of the aforesaid service facilities would interfere with the use, maintenance, renewal or reconstruction of said facilities, or the construction of additional municipally-owned service facilities.

SECTION 3. The vacation herein provided for is made upon the express condition that within ninety (90) days after the passage of this ordinance, Commonwealth Edison Company shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said part of public street hereby vacated, the sum of ninety-four thousand and no/100 dollars ($94,000.00), which sum in the judgment of this body will be equal to such benefits.

SECTION 4. This ordinance shall take effect and be in force from and after its passage subject to the condition of Section Three (3) hereof, provided that the said Commonwealth Edison Company shall within ninety (90) days after the passage of this ordinance, file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance.

### Part of W. 21st Pl. and North-South Public Alley Vacated in Block Bounded by W. 21st St., W. 21st Pl., S. Throop St. and S. Loomis St.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass a proposed ordinance (which was drafted and submitted in compliance with an order passed on October 9, 1968, page 3703) for the vacation of all that part of W. 21st Place lying between S. Throop Street and the east line of the north-south public alley east of S. Loomis Street, extended north, and all of the north-south 16-foot public alley in the block bounded by W. 21st Street, W. 21st Place, S. Throop Street and S. Loomis Street.

On motion of Alderman Sain said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

**The following is said ordinance as passed:**

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public street and public alley described in the following ordinance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That all that part of W. 21st Place lying South of and adjoining the South line of Lots Eleven (11) to Twenty-four (24), both inclusive, and the South line of said Lot Eleven (11) produced West Sixteen (16) feet, in Block One (1), lying North of and adjoining a line Fourteen (14) feet North of and parallel with the North line of Lot One (1) and said North line produced West Sixteen (16) feet and the North line of Lots Thirty-five (35) to Forty-seven (47), both inclusive, in Block Two (2) and lying East of and adjoining the West line of said Lot Thirty-five (35) in Block Two (2) produced North Sixty-six (66) feet, all in David B. Lee's Subdivision of Block Fifteen (15) in Johnston and Lee's Subdivision of the Southwest Quarter (S.W.¼) of Section Twenty (20), Township Thirty-nine (39) North, Range Fourteen (14) East of the Third Principal Meridian; also all of the North-South Sixteen (16) foot public alley lying West of and adjoining the West line of Lots One (1) to Eleven (11), both inclusive, and lying East of and adjoining the East line of Lots Twelve (12) and Forty-eight (48) and said East line of Lot Twelve (12) produced North Twenty-six (26) feet, in Block One (1) of David B. Lee's Subdivision aforementioned; said part of public street herein vacated being further described as all that part of W. 21st Place lying between S. Throop Street and the East line of the North-South public alley, East of S. Loomis Street, extended North, and said public alley herein vacated being further described as all of the North-South public alley in the block bounded by W. 21st Street, W. 21st Place, S. Throop Street and S. Loomis Street, as colored in red and indicated by the words "TO BE VACATED" on the plat hereto attached, which plat for greater certainty is hereby made a part of this ordinance, be and the same are hereby vacated and closed, inasmuch as the same are no longer required for public use and the public interest will be subserved by such vacations.

SECTION 2. The vacations herein provided for are made upon the express condition that within ninety (90) days after the passage of this ordinance, H. Kramer & Company shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said part of public street and public alley hereby vacated, the sum of fifty-five thousand and no/100 dollars ($55,000.00), which sum in the judgment of this body will be equal to such benefits; and further, shall within ninety (90) days after the passage of this ordinance deposit in the City Treasury of the City of Chicago a sum sufficient to defray all costs of constructing sidewalk and curb across the entrance to the part of W. 21st Place herein vacated, similar to the sidewalk and curb in S. Throop Street at W. 21st Place, and removing paving and curb returns and constructing sidewalk and curb across the entrance to the North-South public alley herein vacated, similar to the sidewalk and curb in W. 21st Street between S. Throop Street and S. Loomis Street. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Streets and Sanitation after such investigation as is requisite.

SECTION 3. This ordinance shall take effect and be in force from and after its passage subject to the conditions of Section Two (2) hereof, provided that the said H. Kramer & Company shall within ninety (90) days after the passage of this ordinance, file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance.

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### Part of W. Chestnut St. Vacated.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass a proposed ordinance (which was drafted and submitted in compliance with an order passed on October 16, 1967, page 1112) for the vacation of W. Chestnut Street, being the westerly extension of that part of said street as lies east of N. State Street, lying between N. State Street and the westerly terminus of said W. Chestnut Street, approximately 39 feet west thereof.

On motion of Alderman Sain said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

**The following is said ordinance as passed:**

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public street described in the following ordinance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That all that part of W. Chestnut Street lying South of and adjoining the South line of Block Sixteen (16), lying North of and adjoining the North line of Block Seventeen (17), lying East of and adjoining a line drawn from the Southwest corner of said Block Sixteen (16) to the Northwest corner of said Block Seventeen (17) and lying West of and adjoining a line drawn from the Southeast corner of said Block Sixteen (16) to the Northeast corner of said Block Seventeen (17) in (Canal Trustee's) Subdivision of the South Fractional Quarter (S. Fract'l. ¼) of Fractional Section Three (3), Township Thirty-nine (39) North, Range Fourteen (14) East of the Third Principal Meridian; said part of public street herein vacated being further described as all that part of W. Chestnut Street, being the Westerly extension of that part of said street as lies East of N. State Street, lying between N. State Street and the Westerly terminus of said W. Chestnut Street approximately Thirty-nine (39) feet West of N. State Street, as colored in red and indicated by the words "TO BE VACATED" on the plat hereto attached, which plat for greater certainty is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The vacation herein provided for is made upon the express condition that within ninety (90) days after the passage of this ordinance, Exchange National Bank of Chicago, Trustee, Trust Nos. 9705 and 18910 shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owners of the property abutting said part of public street hereby vacated, the sum of eighty-four thousand and no/100 dollars ($84,000.00), which sum in the judgment of this body will be equal to such benefits.

SECTION 3. This ordinance shall take effect and be in force from and after its passage subject to the condition of Section Two (2) hereof, provided that the said Exchange National Bank of Chicago, Trustee, Trust Nos. 9705 and 18910 shall within ninety (90) days after the passage of this ordinance, file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance.

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### Part of East-West Public Alley Vacated in Block Bounded by E. Ohio St., E. Ontario St., N. Fairbanks Ct. and N. McClurg Ct.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass a proposed ordinance (which was drafted and submitted in compliance with an order passed on April 9, 1969, page 5291) for the vacation of all of the east-west 18-foot public alley lying between the east line of the north-south public alley and a line 120 feet, more or less, east of and parallel thereto, in the block bounded by E. Ohio Street, E. Ontario Street, N. Fairbanks Court and N. McClurg Court.

**On motion of Alderman Sain said proposed ordinance was *Passed*, by yeas and nays as follows:**

***Yeas*—Aldermen Roti, Hubbard, Metcalfe, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—43.**

*Nays*—None.

**The following is said ordinance as passed:**

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of public alley described in the following ordinance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That all of the East-West Eighteen (18) foot public alley lying South of and adjoining the South line of Lots Nine (9), Twelve (12), Thirteen (13), Sixteen (16), Seventeen (17) and Twenty (20), lying North of and adjoining the North line of Lots Ten (10), Eleven (11), Fourteen (14), Fifteen (15), Eighteen (18) and Nineteen (19), lying West of and adjoining the East line of said Lot Nineteen (19) produced North Eighteen (18) feet and lying East of and adjoining the West line of said Lot Ten (10) produced North Eighteen (18) feet, all in Block Two (2) in Subdivision of Block Thirty-one (31) in Kinzie's Addition to Chicago, being a Subdivision of the North Fraction of Section Ten (10), Township Thirty-nine (39) North, Range Fourteen (14) East of the Third Principal Meridian; said public alley herein vacated being further described as all of the East-West public alley lying between the East line of the North-South public alley and a line One Hundred Twenty (120) feet, more or less, East of and parallel thereto, in the block bounded by E. Ohio Street, E. Ontario Street, N. Fairbanks Court and N. McClurg Court, as colored in red and indicated by the words "TO BE VACATED" on the plat hereto attached, which plat for greater certainty is hereby made a part of this ordinance, be and the same is hereby vacated and closed, except for such rights as are reserved to Illinois Bell Telephone Company by Section (2) hereof, inasmuch as the same with the exception of the reservation contained in Section Two (2) hereof, is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The City of Chicago hereby reserves for the benefit of the Illinois Bell Telephone Company, their successors or assigns an easement to operate, maintain, construct, replace and renew overhead poles, wires and associated equipment and underground conduit, cables and associated equipment for the transmission and distribution of telephonic and associated service under, over and along the South Half (S.½) of the East-West public alley herein vacated, with the right of ingress and egress.

SECTION 3. The vacation herein provided for is made upon the express condition that within ninety (90) days after the passage of this ordinance, William R. Seibert, Trustee, Trust No. 43 and Central States Motor Freight Bureau, Inc. shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owners of the property abutting said public alley hereby vacated, the sum of fifty-four thousand and no/100 dollars ($54,000.00), which sum in the judgment of this body will be equal to such benefits.

SECTION 4. This ordinance shall take effect and be in force from and after its passage subject to the condition of Section Three (3) hereof, provided that the said William R. Seibert, Trustee, Trust No. 43 and Central States Motor Freight Bureau, Inc. shall within ninety (90) days after the passage of this ordinance, file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance.

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### Part of N. Burling St., N. Edward Ct. and Adjacent East-West Public Alley Vacated in Block Bounded by W. Dickens Av., W. Webster Av., N. Burling St. and N. Pearl Ct., Etc.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass a proposed ordinance (which was drafted and submitted in compliance with an order passed on November 1, 1967, page 1206) for the vacation of all that part of N. Burling Street lying between W. Dickens Avenue and W. Webster Avenue and all that part of N. Edward Court lying between W. Dickens Avenue and a line 297 feet, more or less, north of and parallel thereto; also all that part of the east-west 12-foot public alley, extended south, in the block bounded by W. Dickens Avenue, W. Webster Avenue, N. Burling Street and N. Pearl Court; also a proposed resolution providing for the opening for turn-around purposes part of the property on the east side of N. Edward Court at the north terminus of the part of said street proposed to be vacated.

On motion of Alderman Sain said proposed ordinance was *Passed*, by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

**The following is said ordinance as passed:**

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of parts of public streets and part of public alley described in the following ordinance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That all that part of N. Burling Street lying West of and adjoining the West line of Lot Thirty-two (32) and said West line produced North Twelve (12) feet, lying West of and adjoining the West line of Lots Fifty-five (55) to Seventy-six (76), both inclusive, and lying East of and adjoining the East line of Lots Ninety (90) to One Hundred Five (105), both inclusive, and the East line of said Lot Ninety (90) produced South Twelve (12) feet, all in C. J. Hull's Subdivision of Block Twenty-five (25) in Canal Trustees' Subdivision of the North Half (N.½) and the North Half (N.½) of the Southeast Quarter (S.E.¼) and the East Half (E.½) of the Southwest Quarter (S.W.¼) of Section Thirty-three (33), Township Forty (40) North, Range Fourteen (14) East of the Third Principal Meridian; and lying East of and adjoining the East line of Lot A in Sisters of Charity Resubdivision of Lots Seventy-seven (77) to Eighty-nine (89), both inclusive, and Lots One Hundred Twenty-two (122) to One Hundred Twenty-seven (127), both inclusive, in Block Twenty-five (25) in Canal Trustees' Subdivision aforementioned, also all that part of N. Edward Court lying West of and adjoining the West line of Lots One Hundred Nineteen (119), One Hundred Twenty (120) and One Hundred Twenty-one (121) and the West line of said Lot One Hundred Twenty-one (121) produced South Twelve (12) feet, in C. J. Hull's Subdivision aforementioned, lying West of and adjoining the West line of Lot A in Sisters of Charity Resubdivision aforementioned, lying East of and adjoining the East line of Lots One Hundred Twenty-eight (128) to One Hundred Forty (140), both inclusive, and lying South of and adjoining a line Ten (10) feet South of and parallel with the North line of Lot One Hundred Nineteen (119) produced West Thirty (30) feet, all in C. J. Hull's Subdivision aforementioned, and all that part of the East-West Twelve (12) foot public alley lying North of and adjoining the North line of Lots Twenty-nine (29) to Thirty-two (32), both inclusive, lying South and Southeasterly of and adjoining the South and Southeasterly lines, respectively, of Lot Seventy-six (76) and lying West of and adjoining the East line of said Lot Seventy-six (76) produced South to the North line of said Lot Twenty-nine (29), in C. J. Hull's Subdivision aforementioned; said parts of public streets herein vacated being further described as all that part of N. Burling Street lying between W. Dickens Avenue and W. Webster Avenue and all that part of N. Edward Court lying between W. Dickens Avenue and a line Two Hundred Ninety-seven (297) feet, more or less, North of and parallel thereto, as measured along the East line of said N. Edward Court, and said part of public alley herein vacated being further described as all that part of the East-West public alley lying West of the West line of the North-South public alley extended South, in the block bounded by W. Dickens Avenue, W. Webster Avenue, N. Burling Street and N. Pearl Court, as colored in red and indicated by the words "TO BE VACATED" on the plat hereto attached, which plat for greater certainty is hereby made a part of this ordinance, be and the same are hereby vacated and closed, except for such rights as are reserved to the City of Chicago and Commonwealth Edison Company by Sections Two (2) and Three (3) hereof, inasmuch as the same with the exception of the reservations contained in Sections Two (2) and Three (3) hereof, are no longer required for public use and the public interest will be subserved by such vacations.

SECTION 2. The City of Chicago hereby reserves all that part of N. Edward Court herein vacated, lying North of a line One Hundred Fifteen (115) feet North of and parallel with the North line of W. Dickens Avenue, as a right of way for an existing water main and appurtenances thereto, also the East Fifty-one (51) feet of N. Burling Street as herein vacated, as a right of way for an existing sewer and City electrical facilities, and for the installation of any additional water mains, sewers and City electrical facilities or other municipally-owned service facilities now located or which in the future may be located in said parts of N. Edward Court and N. Burling Street as herein vacated, and for the maintenance, renewal, construction and reconstruction of such facilities. It is further provided that no buildings or other structures shall be erected on the said right of ways herein reserved or other use made of said area which in the judgment of the respective municipal officials having control of the aforesaid service facilities would interfere with the use, maintenance, renewal or reconstruction of said facilities or the construction of additional municipally-owned service facilities.

SECTION 3. The City of Chicago also reserves for the benefit of Commonwealth Edison Company, its successors or assigns, easements to operate, maintain, construct, replace and renew overhead poles, wires and associated equipment, and underground conduit, cables and associated equipment for the transmission and distribution of electric energy under, over and along all that part of N. Edward Court herein vacated, lying North of a line One Hundred Thirty-five (135) feet North of and parallel with the North line of W. Dickens Avenue, also the South One Hundred Fifty-four (154) feet of the North Two Hundred Twenty-three (223) feet of N. Burling Street as herein vacated, and all of the East-West Twelve (12) foot public alley as herein vacated together with that part of the East Thirty-three (33) feet of aforesaid N. Burling Street herein vacated, lying within the Westerly extension of said East-West public alley, with the right of ingress and egress.

SECTION 4. The vacations herein provided for are made upon the express condition that within six (6) months after the passage of this ordinance, the City of Chicago shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance.

SECTION 5. This ordinance shall take effect and be in full force and effect from and after its passage and approval, subject however, to the condition of Section Four (4) hereof.

On motion of Alderman Sain the following proposed resolution transmitted with the pending committee report was *Adopted,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

The following is said resolution as adopted:

*Be It Resolved by the City Council of the City of Chicago:*

That the following described property shall be opened for use as part of N. Edward Court:

The West Fifty (50) feet of Lots One Hundred Seventeen (117) and One Hundred Eighteen (118) together with the West Fifty (50) feet of the North Ten (10) feet of Lot One Hundred Nineteen (119) and the West Fifty (50) feet of Lot One Hundred Sixteen (116), except the North Twelve (12) feet thereof, in C. J. Hull's Subdivision of Block Twenty-five (25) in Canal Trustees' Subdivision of the North Half (N.½) and the North Half (N.½) of the Southeast Quarter (S.E.¼) and the East Half (E.½) of the Southwest Quarter (S.W.¼) of Section Thirty-three (33), Township Forty (40) North, Range Fourteen (14) East of the Third Principal Meridian; and

*Be It Further Resolved,* That the City of Chicago (Department of Urban Renewal) shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this resolution.

### Board of Local Improvements Requested to Institute Special-Assessment Proceedings for Paving of Certain Street and Alley.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass the following proposed order transmitted therewith (as a substitute for proposed orders referred to the committee on June 23, 1969):

*Ordered,* That the Board of Local Improvements is hereby requested to institute the necessary proceedings for the paving with concrete, by special assessment of the roadway of the following described street and alley:

S. Green Street from W. 91st Street to W. 92nd Street;

Alley bounded by S. Eggleston Avenue, S. Normal Avenue, W. 92nd Street and W. 93rd Street.

On motion of Alderman Sain the foregoing *substitute* proposed order was *Passed.*

### Ordinance Passed for Construction of Sidewalk in Certain System of Streets.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, recommended by the Board of Local Improvements (which was referred to the committee on June 23, 1969) for the construction of a concrete sidewalk six feet in width and one foot from the lot line towards the curb line in a system of streets as follows:

North side of W. 74th Street from the west curb line of S. Damen Avenue to the east curb of S. Hoyne Avenue;

West side of S. Damen Avenue beginning at a point approximately two hundred twenty feet south of the south curb line of W. 73rd Street to a point approximately two hundred eighty feet south of the south curb line of W. 73rd Street;

East side of S. Seeley Avenue beginning at a point approximately one hundred fifty feet north of the north curb line of W. 74th Street to the north curb line of W. 74th Street;

West side of S. Seeley Avenue beginning at a point approximately one hundred ninety feet north of the north curb line of W. 74th Street to the north curb line of W. 74th Street;

East side of S. Hoyne Avenue beginning at a point approximately seventy feet south of the south curb line of W. 73rd Street to the north curb line of W. 74th Street.

On motion of Alderman Sain said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

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### Ordinances Repealed for Construction of Sewers, Etc. in Sundry Alleys.

The Committee on Local Industries, Streets and Alleys, to which had been referred (on July 11, 1968, and June 23, 1969) three proposed ordinances submitted by the Board of Local Improvements to *repeal* ordinances previously passed for construction of sewers, etc., submitted reports recommending that the City Council pass the said three proposed repealing ordinances (transmitted therewith).

On separate motions made by Alderman Sain *each* of the three proposed ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

The following is a summary of the said three *repealing* ordinances:

*Repeal of Ordinance for Construction of Tile Pipe Sewer, Etc. and for Grading, Paving and Improving the Alleys between W. 39th Pl., S. Archer Av. and S. California Av.*

An ordinance to *Repeal* the ordinance passed by the City Council on June 23, 1967, as is noted on page 438 of the Journal of the Proceedings of said date, for constructing a tile pipe sewer with concrete manholes and concrete catchbasins complete, and for grading, paving and otherwise improving the roadways of the alleys between W. 39th Place, S. Archer Avenue and S. California Avenue.

*Repeal of Ordinance for Construction of Tile Pipe Sewer, Etc. and for Grading, Paving and Improving of Alleys between W. 48th St., W. 48th Pl., S. Oakley Av. and S. Western Blvd.*

An ordinance to *Repeal* the ordinance passed by the City Council on October 16, 1967, as is noted on page 1101 of the Journal of the Proceedings of said date, for constructing a tile pipe sewer with concrete manhole and concrete catchbasins complete, and for grading, paving and otherwise improving the roadways of the alleys between W. 48th Street, W. 48th Place, S. Oakley Avenue and S. Western Boulevard.

*Repeal of Ordinance for Construction of Tile Pipe Sewer, Etc. and for Grading, Paving and Improving of Alleys between N. Avondale, W. Myrtle, N. Neva and N. Harlem Aves.*

An ordinance to *Repeal* the ordinance passed by the City Council on June 19, 1968, as is noted on page 3094 of the Journal of the Proceedings of said date, for constructing a tile pipe sewer with concrete manholes and concrete catchbasin complete, and for grading, paving and otherwise improving the roadways of the alleys between N. Avondale, W. Myrtle, N. Neva and N. Harlem Avenues.

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### Ordinances Passed for Street and Alley Improvements by Special Assessment.

The Committee on Local Industries, Streets and Alleys, to which had been referred (on June 23 and July 8, 1969) thirty-three proposed ordinances recommended by the Board of Local Improvements for street and alley improvements, submitted reports recommending that the City Council pass said proposed ordinances (transmitted therewith).

On separate motions made by Alderman Sain *each* of the said proposed ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

The following are descriptive summaries of the said thirty-three improvement ordinances as passed:

*Alleys between W. Birchwood, W. Jarvis, N. Olcott and N. Oleander Aves., Etc.—Grading, Paving and Improving.*

An ordinance for grading, paving and otherwise improving the roadways of the alleys between W. Birchwood, W. Jarvis, N. Olcott and N. Oleander Avenues; also that part of the east-west alley from a line parallel with and eighteen feet east of the west line of N. Olcott Avenue to the west line of N. Olcott Avenue.

*Alleys between N. Onarga Av., N. Northwest Highway, N. Oketo Av. and N. Ogallah Av.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasin complete, and for grading, paving and otherwise improving the roadway of the alley between N. Onarga Avenue, N. Northwest Highway, N. Oketo Avenue and N. Ogallah Avenue.

### *Alley between W. Highland, N. Milwaukee and N. Mobile Aves., Etc.—Grading, Paving and Improving.*

An ordinance for grading, paving and otherwise improving the roadway of the alley between W. Highland, N. Milwaukee and N. Mobile Avenues; also that part of north-south alley from a line parallel with and eighteen feet north of the south line of W. Highland Avenue to the south line of W. Highland Avenue.

### *Alleys between W. Palatine, W. Clarence, N. Olcott and N. Oriole Aves.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadways of the alleys between W. Palatine, W. Clarence, N. Olcott and N. Oriole Avenues.

### *Alley between W. Matson, W. Miami, N. Mason and N. Austin Aves.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadway of the alley between W. Matson, W. Miami, N. Mason and N. Austin Avenues.

### *Alleys between W. Hood Av., N. Lincoln Av., N. Troy St. and N. Kedzie Av.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadways of the alleys between W. Hood Avenue, N. Lincoln Avenue, N. Troy Street and N. Kedzie Avenue.

### *Alley between N. Hiawatha, N. Leoti, N. Leroy and N. Lemai Aves.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadway of the alley between N. Hiawatha, N. Leoti, N. Leroy and N. Lemai Avenues.

### *Alley between W. Gregory St., W. Catalpa Av., N. Natchez Av. and N. Neenah Av., Etc.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadway of the alley between W. Gregory Street, W. Catalpa Avenue, N. Natchez Avenue and N. Neenah Avenue; also that part of the alley from a line parallel with and ten feet north of the south line of W. Gregory Street to the south line of W. Gregory Street.

### *Alleys between W. Addison St., W. Cornelia Av., N. Kolmar Av. and N. Kenton Av., Etc.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadways of the alleys between W. Addison Street, W. Cornelia Avenue, N. Kolmar Avenue and N. Kenton Avenue; also that part of the north-south alley from a line parallel with and eighteen feet south of the north line of W. Cornelia Avenue to the north line of W. Cornelia Avenue; also that part of the east-west alley from a line parallel with and ten feet west of the east line of N. Kenton Avenue to the east line of N. Kenton Avenue.

### *Alleys between W. Addison St., W. Cornelia Av., N. Ottawa Av. and N. Overhill Av.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadways of the alleys between W. Addison Street, W. Cornelia Avenue, N. Ottawa Avenue and N. Overhill Avenue.

### *Alley between W. Roscoe St., W. School St., N. Ozark Av. and N. Ozanam Av.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadway of the alley between W. Roscoe Street, W. School Street, N. Ozark Avenue and N. Ozanam Avenue.

### *Alley between W. Henderson St., W. School St., N. Menard Av. and N. Marmora Av.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete catchbasins complete, and for grading, paving and otherwise improving the roadway of the alley from a line parallel with and sixty-five feet east of the east line of N. Marmora Avenue to the east line of N. Marmora Avenue between W. Henderson Street, W. School Street, N. Menard Avenue and N. Marmora Avenue.

### *Alley between W. Barry, W. Wellington, N. Neva and N. Harlem Aves.—Sewers, Etc. and Grading, Paving and Improving.*

An ordinance for constructing tile pipe sewers with new concrete catchbasins complete, and for grading, paving and otherwise improving the roadway of the alley between W. Barry, W. Wellington, N. Neva and N. Harlem Avenues.

### *Alleys between S. Archer Av., W. Pershing Road and S. Campbell Av., Etc.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadways of the alleys between S. Archer Avenue, W. Pershing Road and S. Campbell Avenue; also that part of the northeasterly-southwesterly alley first southeasterly of S. Archer Avenue from a line parallel with and fifteen feet east of the west line of S. Campbell Avenue to the west line of S. Campbell Avenue; also that part of the east-west alley first north of W. Pershing Road from a line parallel with and fourteen feet east of the west line of S. Campbell Avenue to the west line of S. Campbell Avenue.

### *Alley between W. 45th St., W. 46th St., S. Lawler Av. and S. Leclaire Av., Etc.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadway of the alley between W. 45th Street, W. 46th Street, S. Lawler Avenue and S. Leclaire Avenue; also that part of the alley from a line parallel with and eighteen feet south of the north line of W. 46th Street to the north line of W. 46th Street.

### *Alley between W. 49th St., W. 50th St., S. Komensky Av. and S. Karlov Av.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadway of the alley between W. 49th Street, W. 50th Street, S. Komensky Avenue and S. Karlov Avenue.

### *Alleys between W. 50th St., W. 51st St., S. Kostner Av. and S. Kenneth Av., Etc.—Grading, Paving and Improving*

An ordinance for grading, paving and otherwise improving the roadways of the alleys between W. 50th Street, W. 51st Street, S. Kostner Avenue and S. Kenneth Avenue; also that part of the east-west alley from a line parallel with and eighteen feet west of the east line of S. Kenneth Avenue to the east line of S. Kenneth Avenue.

### *Alley between W. 51st St., W. 52nd St., S. Narragansett Av. and S. Nagle Av.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadway of the alley between W. 51st Street, W. 52nd Street, S. Narragansett Avenue and S. Nagle Avenue.

### *Alley between W. 51st St., W. 52nd St., S. New England Av. and S. Newland Av.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadway of the alley between W. 51st Street, W. 52nd Street, S. New England Avenue and S. Newland Avenue.

### *Alley between W. 52nd St., W. 53rd St., S. Neenah Av. and S. Nashville Av.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadway of the alley between W. 52nd Street, W. 53rd Street, S. Neenah Avenue and S. Nashville Avenue.

### *Alleys between S. Archer Av., W. 53rd Pl., S. Lockwood Av. and S. Lorel Av.—Sewers, Etc. and Grading, Paving and Improving.*

An ordinance for constructing tile pipe sewers with new concrete catchbasins complete, and for grading, paving and otherwise improving the roadways of the alleys between S. Archer Avenue, W. 53rd Place, S. Lockwood Avenue and S. Lorel Avenue.

### *Alleys between W. 54th St., W. 55th St., S. Laramie Av. and S. Latrobe Av.—Sewers, Etc. and Grading, Paving and Improving.*

An ordinance for constructing tile pipe sewers with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadways of the alleys between W. 54th Street, W. 55th Street, S. Laramie Avenue and S. Latrobe Avenue.

### *Alley between W. 57th St., W. 58th St., S. Central Av. and S. Parkside Av.—Sewers, Etc. and Grading, Paving and Improving.*

An ordinance for constructing tile pipe sewers with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadway of the alley between W. 57th Street, W. 58th Street, S. Central Avenue and S. Parkside Avenue.

### *Alleys between W. 61st St., W. 62nd St., S. Damen Av. and S. Seeley Av., Etc.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadways of the alleys between W. 61st Street, W. 62nd Street, S. Damen Avenue and S. Seeley Avenue; also that part of the east-west alley from a line parallel with and nine feet east of the west line of S. Damen Avenue to the west line of S. Damen Avenue.

### *Alleys between W. 63rd St., W. 64th St., S. Kostner Av. and S. Kenneth Av., Etc.—Sewer, Etc., and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadways of the alleys, between W. 63rd Street, W. 64th Street, S. Kostner Avenue and S. Kenneth Avenue; also that part of the north-south alley from a line parallel with and eighteen feet south of the north line of W. 64th Street to the north line of W. 64th Street.

### *Alley between W. 63rd Pl., W. 64th St., S. Nottingham Av. and C. & W.I. RR.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadway of the alley between W. 63rd Place, W. 64th Street, S. Nottingham Avenue and Chicago and Western Indiana Railroad.

*Alley between E. 79th St., E. 80th St., S. Avalon Av. and S. Woodlawn Av.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catch-basins complete, and for grading, paving and otherwise improving the roadway of the alley between E. 79th Street, E. 80th Street, S. Avalon Avenue and S. Woodlawn Avenue.

*Alleys between S. Anthony Av., E. 80th St. and S. Blackstone Av., Etc.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catch-basins complete, and for grading, paving and otherwise improving the roadways of the alleys between S. Anthony Avenue, E. 80th Street and S. Blackstone Avenue; also that part of the southeasterly-northwesterly alley from a line parallel with and eighteen feet south of the north line of E. 80th Street to the north line of E. 80th Street.

*Alleys between W. 80th St., W. 81st St., S. Union Av. and S. Emerald Av.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catch-basins complete, and for grading, paving and otherwise improving the roadways of the alleys between W. 80th Street, W. 81st Street, S. Union Avenue and S. Emerald Avenue.

*Alleys between W. 83rd St., W. 84th St., S. Karlov Av. and S. Kedvale Av., Etc.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catch-basins complete, and for grading, paving and otherwise improving the roadways of the alleys between W. 83rd Street, W. 84th Street, S. Karlov Avenue and S. Kedvale Avenue; also that part of the north-south alley from a line parallel with and eighteen feet north of the south line of W. 83rd Street to the south line of W. 83rd Street; also that part of the north-south alley from a line parallel with and eighteen feet south of the north line of W. 84th Street to the north line of W. 84th Street.

*Alley between W. 85th St., W. 86th St., S. Kedvale Av. and S. Keeler Av.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catch-basins complete, and for grading, paving and otherwise improving the roadway of the alley between W. 85th Street, W. 86th Street, S. Kedvale Avenue and S. Keeler Avenue.

*Improvement of W. Albion Av.*

An ordinance for grading, paving and improving W. Albion Avenue from a line parallel with and twelve and six-tenths feet northeasterly of the westerly line of N. Milwaukee Avenue to the west line of N. Newcastle Avenue.

*Improvement of W. 54th St. System.*

An ordinance for grading, paving and improving the following system of streets:

W. 54TH STREET SYSTEM:

W. 54th Street from the west line of S. Laramie Avenue to the east line of S. Lockwood Avenue;

S. Latrobe Avenue from the south line of W. 54th Street to a line parallel with and eleven feet south of the north line of W. 55th Street.

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# MATTERS PRESENTED BY THE ALDERMEN

**(Presented by Wards, in Order, Beginning with the Fiftieth Ward).**

**Arranged under the following subheadings:**

1. **Traffic Regulations, Traffic Signs and Traffic-Control Devices.**
2. **Zoning Ordinance Amendments.**
3. **Claims.**
4. **Unclassified Matters (arranged in order according to Ward numbers).**
5. **Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection and Water Rate Exemptions, Etc.**

***Proposed ordinances, orders and resolutions, described below, were presented by the aldermen named, as noted. Except where otherwise noted or indicated hereinbelow, unanimous consent was given to permit action by the City Council on each of said proposed ordinances, orders and resolutions without previous committee consideration, in accordance with the provisions of Council Rule 43.***

## 1. TRAFFIC REGULATIONS, TRAFFIC SIGNS, AND TRAFFIC-CONTROL DEVICES.

*Referred*—PROPOSED ORDINANCES TO PROHIBIT AT ALL TIMES PARKING OF VEHICLES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit at all times the parking of vehicles at the locations designated, for the distances specified, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Location and Distance* |
|---|---|
| Gabinski (32nd Ward) | W. St. Paul Avenue, at No. 2251 (30 feet) |

| *Alderman* | *Location and Distance* |
|---|---|
| Brandt (33rd Ward) | W. Schubert Avenue (south side) at foot of N. Holly Avenue (3 cars) |
| Laskowski (35th Ward) | N. Knox Avenue (west side) between a point 282 feet south of W. Cornelia Avenue and a point 30 feet south thereof |
| Sperling (50th Ward) | N. Ashland Avenue (west side) between a point 20 feet north of W. Rosehill Drive and a point 130 feet north thereof. |

### *Referred*—PROPOSED ORDINANCES TO CHANGE AREA OF PARKING PROHIBITION AT ALL TIMES ON PORTION OF W. PARKER AV.

Alderman Laskowski (35th Ward) presented a proposed ordinance to prohibit the parking of vehicles at all times on the north side of W. Parker Avenue between N. Kimball Avenue and the first alley west thereof (instead of between a point 110 feet west of N. Kimball Avenue and the first alley west thereof); which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—PROPOSED ORDINANCE TO CHANGE AREA OF PARKING LIMITATION DURING SPECIFIED HOURS ON PORTION OF N. CENTRAL PARK AV.

Alderman Laurino (39th Ward) presented a proposed ordinance to prohibit the parking of vehicles from 8:00 A.M. to 6:00 P.M. (except on Sundays and holidays) on the west side of N. Central Park Avenue between N. Elston Avenue and a point 20 feet south of the first alley south of N. Elston Avenue (instead of 30 feet); which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—PROPOSED ORDINANCE TO INCREASE HOURS OF PROHIBITION AGAINST PARKING OF VEHICLES DURING SPECIFIED HOURS ON PORTION OF N. HARLEM AV.

Alderman Aiello (36th Ward) presented a proposed ordinance to increase the hours of prohibition against the parking of vehicles during specified hours on the east side of N. Harlem Avenue from 7:00 A.M. to 9:00 A.M. between W. Altgeld Street and W. Wrightwood Avenue; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—PROPOSED ORDINANCES TO LIMIT PARKING OF VEHICLES DURING SPECIFIED HOURS AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to limit the parking of vehicles to the periods specified, during the hours designated, at the locations specified, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Location, Distance and Time* |
|---|---|
| Laskowski (35th Ward) | N. Cicero Avenue (east side) between W. Parker Avenue and the alley north thereof—one hour—8:00 A.M. to 4:00 P.M. (except on Saturdays, Sundays and holidays) |
| Sperling (50th Ward) | N. Ashland Avenue (west side) between a point 125 feet north of W. Hollywood Avenue and a point 90 feet north thereof—two hours—6:00 A.M. to 7:00 P.M. |
| [Sperling (50th Ward)] | W. Edgewater Avenue (south side) between a point 185 feet west of N. Ashland Avenue and a point 190 feet west thereof—two hours—6:00 A.M. to 7:00 P.M. |
| | W. Hollywood Avenue (north side) between a point 20 feet west of N. Ashland Avenue and a point 210 feet west thereof—two hours—6:00 A.M. to 7:00 P.M. |

### *Referred*—PROPOSED ORDINANCE FOR ESTABLISHMENT OF LOADING ZONE AT NO. 1122 W. RANDOLPH ST.

Alderman Sain (27th Ward) presented a proposed ordinance to establish a loading zone on the north side of W. Randolph Street at No. 1122; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—PROPOSED ORDINANCE TO FIX WEIGHT LIMIT OF FIVE TONS FOR VEHICLES ON PORTION OF N. HAMLIN AV.

Alderman Laurino (39th Ward) presented a proposed ordinance to fix a weight limit of five tons for trucks and commercial vehicles on N. Hamlin Avenue between W. Grace Street and W. Irving Park Road; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—PROPOSED ORDINANCE TO RESTRICT MOVEMENT OF VEHICULAR TRAFFIC TO SINGLE DIRECTION ON SPECIFIED ALLEY IN 45TH WARD.

Alderman Fifielski (45th Ward) presented a proposed ordinance to restrict the movement of vehicular traffic to an easterly direction on the east-west alley north of W. Irving Park Road between N. Austin and N. McVicker Avenues; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—PROPOSED ORDINANCE TO IMPOSE SPEED LIMIT FOR VEHICLES ON PORTION OF N. HAMLIN AV.

Alderman Laurino (39th Ward) presented a proposed ordinance to limit the speed of vehicles to 20 miles per hour on N. Hamlin Avenue between W. Grace Street and W. Irving Park Road; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—PROPOSED ORDINANCE TO PERMIT LEFT TURNS FOR VEHICLES AT W. BELMONT AV. AND N. BROADWAY.

Alderman Singer (44th Ward) presented a proposed ordinance to permit left turns for vehicles at the intersection of W. Belmont Avenue and N. Broadway; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—PROPOSED ORDERS FOR INSTALLATIONS OF TRAFFIC SIGNS.

The aldermen named below presented proposed orders for installations of traffic signs, of the nature indicated and at the locations specified, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Location and Type of Sign* |
|---|---|
| Brandt (33rd Ward) | N. Whipple and W. School Streets —"Stop" |
| | N. Albany Avenue and W. School Street—"Stop" |
| Laurino (39th Ward) | N. Hamlin Avenue and W. Grace Street—"4-Way Stop" |
| Sperling (50th Ward) | N. Hoyne and W. Balmoral Avenues—"Stop" |
| | N. Bowmanville and W. Balmoral Avenues—"Stop". |

### *Referred*—PROPOSED ORDERS FOR INSTALLATIONS OF TRAFFIC-CONTROL SIGNALS.

The aldermen named below presented proposed orders for installations of "Stop and Go" lights at the intersections indicated, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Intersection* |
|---|---|
| Biggs (29th Ward) | S. Keeler Avenue and W. Cermak Road |
| Cullerton (38th Ward) | W. Foster and N. Cumberland Avenues |
| Singer (44th Ward) | W. Roscoe Street and N. Southport Avenue |
| | W. Diversey Avenue and N. Paulina Street. |

## 2. ZONING ORDINANCE AMENDMENTS.

### *Referred*—PROPOSED ORDINANCE TO RECLASSIFY PARTICULAR AREA.

Alderman Fifielski (45th Ward) presented a proposed ordinance for amendment of the Chicago Zoning Ordinance, for the purpose of reclassifying a particular area, which was *Referred to the Committee on Buildings and Zoning,* as follows:

To classify as a B4-1 Restricted Service District instead of an R3 General Residence District the area shown on map No. 13-M bounded by

> W. Ainslie Street; N. Central Avenue; W. Gunnison Street; and the alley next west of and parallel to N. Central Avenue.

## 3. CLAIMS.

**Claims against the City of Chicago were presented by the aldermen designated below, respectively, for the claimants named, which were *Referred to the Committee on Finance,* as follows:**

| *Alderman* | *Claimant* |
|---|---|
| Buchanan (10th Ward) | O. Joseph Golden |
| Marzullo (25th Ward) | Joseph Sureton, c/o Mr. and Mrs. B. Bonert |
| Laskowski (35th Ward) | Janet Kubicz. |

## 4. UNCLASSIFIED MATTERS

### (Arranged in Order According to Ward Numbers).

***Proposed ordinances, orders and resolutions were presented by the aldermen named below, respectively, and were acted upon by the City Council in each case in the manner noted, as follows:***

### Presented by
### ALDERMAN ROTI (1st Ward):

### Issuance of Permit to Conduct Art Fair and Sidewalk Sale Authorized.

**A proposed order reading as follows:**

*Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to issue a permit to the Near West Side Community Committee, No. 628 S. Racine Avenue, to conduct an art fair and sidewalk sale on both sides of S. Loomis Street between W. Cabrini and W. Lexington Streets, on the north side of W. Cabrini Street from S. Loomis Street to a point approximately 100 feet east thereof and on both sides of W. Lexington Street between S. Loomis and S. Lytle Streets on Saturday and Sunday, August 9-10, 1969, from 10:00 A.M. to 10:00 P.M.

On motion of Alderman Roti said proposed order was *Passed.*

### Presented by
### ALDERMAN DESPRES (5th Ward):

### Congratulations Extended Morris Fishbein, M.D. on Eightieth Birthday.

A proposed resolution reading as follows:

WHEREAS, On July 22, 1969, Morris Fishbein, M.D., will celebrate his eightieth birthday. On that day, a great civic banquet will be given in his honor, with speakers headed by the United States

Secretary of Health, Education and Welfare. Specially present to honor him will be leading physicians from the United States, Great Britain, Greece, Japan, Sweden and the Union of South Africa, and leading financiers, industrialists, educators, publishers, judges, lawyers, and other distinguished persons. The guests at the dinner are helping to establish at the University of Chicago the "Morris Fishbein Center for Study of the History of Science and Medicine"; and

WHEREAS, Zeal, ardor, diligence, vigilance, resolution, industry, and unflagging curiosity have characterized Morris Fishbein's life of extraordinary achievement. At eighty, he continues his briskness, liveliness, and activity with full vigor; now, therefore,

*Be It Resolved by the City Council of the City of Chicago:*

That the City of Chicago congratulates Morris Fishbein, M.D., distinguished Chicagoan, on the completion of the first eighty years of his extraordinary life and achievements; extends to him the wishes of a city for many years of continued happy and productive activity; and warmly salutes the establishment in his honor of the University of Chicago Morris Fishbein Center for Study of the History of Science and Medicine.

Alderman Despres moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed resolution. The motion *Prevailed.*

On motion of Alderman Despres (seconded by Alderman Bohling) said proposed resolution was *Adopted,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

### Presented by

### ALDERMAN RAYNER (6th Ward) and OTHERS:

*Referred*—PROPOSED RESOLUTION ON MODEL CITIES PROPOSALS TO END ALLEGED COLOR SEGREGATION AND DISCRIMINATION IN CHICAGO.

A proposed resolution (presented by Aldermen Rayner, Despres and Cousins) to recommend to the Model Cities administration the preparation of proposals and applications for certain projects financed out of federal funds and designed to end alleged color segregation and discrimination in Chicago.

Alderman Rayner moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed resolution. The motion to Suspend the Rules was *Lost,* by yeas and nays as follows:

*Yeas*—Aldermen Hubbard, Despres, Rayner, Cousins, Singer, Sperling—6.

*Nays*—Aldermen Metcalfe, Bohling, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, Fried, McCutcheon, Fifielski, Kerwin, Wigoda—35.

Thereupon, two committees having been called (the Committee on Finance and the Committee on Federal and State Legislation), said proposed resolution was *Referred to the Committee on Committees and Rules* in accordance with the provisions of Council Rule 44.

### Presented by

### ALDERMAN BOHLING (7th Ward):

**Installation of Public Drinking Fountain Authorized.**

A proposed order reading as follows:

*Ordered,* That the Commissioner of Water and Sewers is hereby authorized and directed to install a public drinking fountain on the northwest corner of E. 69th Street and S. East End Avenue.

On motion of Alderman Bohling said proposed order was *Passed.*

*Referred*—PROPOSED ORDER TO ESTABLISH PORTION OF E. 83RD ST. AS ARTERIAL HIGHWAY.

Also a proposed order to direct the Commissioner of Streets and Sanitation to give consideration to establishing E. 83rd Street from S. Burley to S. Green Bay Avenues as an Arterial Highway.—*Referred to the Committee on Traffic and Public Safety.*

### Presented by

### ALDERMAN COUSINS (8th Ward):

**Issuance of Permit to Conduct Sidewalk Sale Authorized.**

A proposed order reading as follows:

*Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to issue a permit to the E. 87th Street Businessmen's Association (Mrs. Dorothy Boths, 1726 E. 87th Street), for the conduct of a sidewalk sale on S. East End Avenue from E. 86th Place to E. 87th Street, on Friday, Saturday and Sunday, July 18, 19 and 20, 1969, respectively, from 9:00 A.M. to 6:00 P.M. daily.

On motion of Alderman Cousins said proposed order was *Passed.*

### Presented by

### ALDERMAN COUSINS (8th Ward) and OTHERS:

*Referred*—PROPOSED RESOLUTION TO URGE MAYOR TO PERFORM COMMITMENT MADE TO CHICAGO BOARD OF EDUCATION TO AVOID POSSIBLE SHUTDOWN OF SCHOOLS BEGINNING SEPTEMBER, 1969.

A proposed resolution (presented by Aldermen Cousins, Despres, Rayner, Singer and O'Rourke) to urge the Mayor to perform commitment made to Chicago Board of Education to avoid possible shutdown of schools during the school year beginning in September, 1969.

Alderman Cousins moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed resolution. The motion to Suspend the Rules was *Lost,* by yeas and nays as follows:

*Yeas*—Aldermen Hubbard, Despres, Rayner, Cousins, Singer, Sperling—6.

*Nays*—Aldermen Metcalfe, Bohling, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, Fried, McCutcheon, Fifielski, Kerwin, Wigoda—35.

Thereupon, two committees having been called (the Committee on Finance and the Committee on Police, Fire, Civil Service, Schools and Municipal Institutions), said proposed resolution was *Referred to the Committee on Committees and Rules* in accordance with the provisions of Council Rule 44.

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## Presented by
## ALDERMAN LUPO (9th Ward):

### Issuance of Canopy Permit Authorized.

A proposed order reading as follows:

> *Ordered,* That the City Comptroller is hereby authorized to issue a permit to Hatton Furniture Company, Inc., to maintain an existing canopy over the sidewalk in S. Michigan Avenue attached to the building or structure located at No. 11232 S. Michigan Avenue, for a period of ten years from and after August 30, 1969, in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Buildings and the Chief Fire Prevention Engineer, said canopy not to exceed 25 feet in length nor 7 feet in width: upon the filing of the application and bond and payment of the initial compensation provided for by ordinances relating to the construction and maintenance of canopies.

On motion of Alderman Lupo said proposed order was *Passed.*

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## Presented by
## ALDERMAN BUCHANAN (10th Ward):

### *Referred*—PROPOSED ORDERS FOR ERECTION OF ILLUMINATED SIGNS.

Two proposed orders for issuance of permits for erection of illuminated signs to project over sidewalks at the following locations, which were *Referred to the Committee on Buildings and Zoning:*

Skyway Lincoln Mercury (Continental Sign Company), No. 8640 S. South Chicago Avenue;

Yates Ford (Continental Sign Company), No. 8639 S. South Chicago Avenue.

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## Presented by
## ALDERMAN BILANDIC (11th Ward):

### Issuance of Canopy Permit Authorized.

A proposed order reading as follows:

> *Ordered,* That the City Comptroller is hereby authorized to issue a permit to John Simedalas to maintain an existing canopy over the sidewalk in S. Halsted Street, attached to the building or structure located at Nos. 3516-3518 S. Halsted Street, for a period of ten years from and after August 14, 1969, in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Buildings and the Chief Fire Prevention Engineer, said canopy not to exceed 34 feet in length at building line and 13 feet in length at curb line, nor 7 feet in width: upon the filing of the application and bond and payment of the initial compensation provided for by ordinances relating to the construction and maintenance of canopies.

On motion of Alderman Bilandic said proposed order was *Passed.*

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## Presented by
## ALDERMAN SWINARSKI (12th Ward):

### Chicago Public Library Board Memorialized to Designate New Archer Branch Library as "Lance Corporal Philip John Wajda Library".

A proposed resolution reading as follows:

> WHEREAS, On Sunday, March 9, 1969, the President of the United States presented the Silver Star Medal posthumously to Lance Corporal Philip John Wajda, United States Marine Corps, for conspicuous gallantry and intrepidity in action in the Republic of South Viet Nam on September 19, 1968; and
>
> WHEREAS, Lance Corporal Wajda was cited for his fearless heroism in accompanying his commanding officer to within twenty-five meters of the enemy positions and skillfully directing the fire of supporting armed UH-1E helicopter gunships; and
>
> WHEREAS, Observing two Marines lying wounded in an open area approximately ten meters from the North Vietnamese, he unhesitatingly maneuvered across the fire-swept terrain to his comrades' position and commenced to administer first aid. Completely disregarding his own safety, he remained in the hazardous area and was treating one of his companions when he was fatally wounded by enemy small arms fire. His heroic actions and selfless concern for the welfare of his comrades were responsible for two Marines receiving vitally needed medical attention; and
>
> WHEREAS, By his courage, resolute determination and unwavering devotion to duty, Lance Corporal Wajda inspired all who observed him and upheld the highest traditions of the Marine Corps and of the United States Naval Service. He gallantly gave his life in the service of his country; and
>
> WHEREAS, Lance Corporal Wajda was a well-known, well-liked and greatly respected young man of the Brighton Park Community and one who was

representative of the best of our youth, who reflected great credit upon himself, his family, and his community and city; and

WHEREAS, He fulfilled his obligations to his conscience and to his country in a most commendable manner; and, as with all heroes, his real distinction is expressed not in medals but in the memory of his selfless deed and service to his fellowman; and

WHEREAS, We of the Brighton Park Area of the City of Chicago wish to pay just tribute to the heroic service of Lance Corporal Wajda and duly honor his memory; now, therefore,

*Be It Resolved*, That we the members of the City Council of the City of Chicago do hereby memorialize the Board of the Chicago Public Library to designate the proposed new Archer Branch of the Chicago Public Library as "Lance Corporal Phillip John Wajda Library".

Alderman Swinarski moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed resolution. The motion *Prevailed.*

On motion of Alderman Swinarski said proposed resolution was *Adopted.*

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### Presented by
### ALDERMAN STASZCUK (13th Ward):

#### *Referred*—PROPOSED ORDER TO RESCIND ORDER FOR PAVING OF ALLEY BY SPECIAL ASSESSMENT.

A proposed order to rescind the order passed by the City Council requesting the Board of Local Improvements to institute necessary proceedings to pave by special assessment the alley in the block bounded by W. 64th Place, W. 64th Street, S. Lawndale Avenue and S. Central Park Avenue.—*Referred to the Committee on Local Industries, Streets and Alleys.*

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### Presented by
### ALDERMAN BURKE (14th Ward):

#### Issuance of Carnival Permit Authorized.

A proposed order reading as follows:

*Ordered*, That the Commissioner of Streets and Sanitation is hereby authorized and directed to issue a permit to Immaculate Heart of Mary Church, a regularly organized charitable or religious organization, for the period beginning August 14, 1969 and ending August 24, 1969, inclusive, for the conduct of a carnival or street fair on the sidewalk adjoining the premises at Nos. 4501-4519 S. Ashland Avenue and on its property at No. 4501 S. Ashland Avenue, in accordance with the City's carnivals ordinance, Sections 34-49.1 to 34-49.5, inclusive; and upon issuance of said permit the Commissioner of Streets and Sanitation shall provide barricades to prohibit vehicular traffic over the portion of the street affected, as provided by said carnivals ordinance.

On motion of Alderman Burke said proposed order was *Passed.*

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### Presented by
### ALDERMAN SHANNON (17th Ward):

#### Issuance of Permit to Conduct Sidewalk Sale Authorized.

A proposed order reading as follows:

*Ordered*, That the Commissioner of Streets and Sanitation is hereby authorized and directed to issue a permit to the Auburn Park Chamber of Commerce to conduct a sidewalk sale on both sides of S. Halsted Street between W. 77th and W. 80th Streets and on both sides of W. 79th Street between S. Emerald Avenue and S. Morgan Street on Thursday and Friday, August 7-8, 1969, from 9:00 A.M. to 9:00 P.M.

On motion of Alderman Shannon said proposed order was *Passed.*

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### Presented by
### ALDERMAN KUTA (23rd Ward):

#### Building Declared Public Nuisance and Ordered Demolished.

A proposed ordinance reading as follows:

WHEREAS, The building located at No. 4016 W. 24th Street (fire-gutted), is so deteriorated and weakened that it is structually unsafe and a menace to life and property in its vicinity; therefore

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The building located at No. 4016 W. 24th Street (fire-gutted), is declared a public nuisance, and the Commissioner of Buildings is authorized and directed to demolish the same.

SECTION 2. This ordinance shall be effective upon its passage.

On motion of Alderman Kuta said proposed ordinance was *Passed*, by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

#### Issuance of Permit to Conduct Sidewalk Sale Authorized.

Also a proposed order reading as follows:

*Ordered*, That the Commissioner of Streets and Sanitation is hereby authorized and directed to issue a permit to the Clearing Business Association, No. 5851 W. 63rd Street, to conduct a sidewalk sale on both sides of S. Central Avenue between W. 63rd and W. 64 Streets and on both sides of W. 63rd Street between S. Central Avenue and S. Major Avenue, on Thursday, August 7, 1969, from 6:00 P.M. to 10:00 P.M., and on Friday, August 8, 1969, from 10:00 A.M. to 3:00 P.M.

On motion of Alderman Kuta said proposed order was *Passed.*

### Presented by
### ALDERMAN KEANE (31st Ward):

### Order Amended Concerning Settlement of Claim for Damage to Property.

A proposed order reading as follows:

*Ordered,* That the order passed by the City Council on June 23, 1969, page 5655 of the Journal of the Proceedings of said date, authorizing payment in the amount of $100.00 to Mrs. Alexander F. Kopp, No. 5840 N. East Circle Avenue, for damage to property in June, 1968, and charging such payment to Account No. 300.9112.934, be and the same is hereby amended by striking out therefrom the words, figures and symbols "Account No. 300.9112.934" and inserting in lieu thereof "Account No. 330.9112.934".

On motion of Alderman Keane said proposed order was *Passed.*

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### Presented by
### ALDERMAN KEANE (31st Ward) and OTHERS:

### Issuance of Permit to Conduct Sidewalk Sale Authorized.

A proposed order (presented by Aldermen Keane, Gabinski and Sande) reading as follows:

*Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to issue a permit to the East Humboldt Park Businessmen's Association (Mr. Manny Shellist, President), d/b/a Super Discount Store, No. 2759 W. North Avenue, to conduct a sidewalk sale on both sides of W. North Avenue between N. California and N. Western Avenues on Thursday and Friday, August 7-8, 1969, from 9:00 A.M. to 9:00 P.M.

On motion of Alderman Keane said proposed order was *Passed.*

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### Presented by
### ALDERMAN GABINSKI (32nd Ward):

### Drafting of Ordinance for Vacation of Public Alleys Directed.

A proposed order reading as follows:

*Ordered,* That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of all of the public alleys in the block bounded by N. Elston Avenue, the right of way of the Chicago and North Western Railway, N. Holly Avenue and N. Hobson Avenue, for Stereotype Equipment Company; said ordinance to be transmitted to the Committee on Local Industries, Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Gabinski said proposed order was *Passed.*

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### Presented by
### ALDERMAN SCHOLL (41st Ward):

### Issuance of Permits to Conduct Sidewalk Sales Authorized.

Two proposed orders reading, respectively, as follows:

*Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to issue a permit to Mr. Ralph Deacan to conduct a sidewalk sale in front of No. 6114 N. Northwest Highway on Monday, Tuesday and Wednesday, July 28, 29 and 30, 1969, respectively, from 9:00 A.M. to 9:00 P.M., daily.

*Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to issue a permit to Mr. Henry Voit, No. 5417 W. Devon Avenue, for the conduct of a sidewalk sale on both sides of W. Devon Avenue in the No. 5400 block on Friday, August 8, 1969, from 9:00 A.M. to 9:00 P.M.

On separate motions made by Alderman Scholl *each* of the foregoing proposed orders was *Passed.*

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### Presented by
### ALDERMAN FRIED (42nd Ward):

*Referred*—PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE IN PUBLIC WAY.

A proposed ordinance for a grant of permission and authority to Northwestern University to maintain and use two existing steam pipes and a 4-duct conduit system under and along the parkway on the south side of E. Superior Street from an existing tunnel under E. Superior Street a distance of 490 feet east, thence into private property west of Lake Shore Drive, together with two manholes in the parkway at said location.—*Referred to the Committee on Local Industries, Streets and Alleys.*

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### Presented by
### ALDERMAN SINGER (44th Ward):

### Issuance of Permit to Conduct Sidewalk Sale Authorized.

A proposed order reading as follows:

*Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to issue a permit to the Diversey-Clark-Broadway Businessmen's Association to conduct a sidewalk sale on both sides of W. Diversey Avenue in the Nos. 400-500-600 Blocks and on both sides of N. Clark Street and N. Broadway in the Nos. 2700-2800 Blocks on Thursday, July 24, 1969, from 9:30 A.M. to 9:30 P.M.

On motion of Alderman Singer said proposed order was *Passed.*

## 5. FREE PERMITS, LICENSE FEE EXEMPTIONS, CANCELLATION OF WARRANTS FOR COLLECTION, AND WATER RATE EXEMPTIONS, ETC.

**Proposed ordinances, orders, etc. described below, were presented by the aldermen named, and were *Referred to the Committee on Finance,* as follows:**

*Free Permits to Churches, Etc.:*

BY ALDERMAN MCMAHON (30TH WARD):

The Catholic Bishop of Chicago (Resurrection Church), No. 5082 W. Jackson Boulevard—for rehabilitation of existing electrical system, installation of new wiring, fixtures and equipment as necessary and use of water in conjunction with such project.

*License Fee Exemptions for Homes, Hospitals, Day Care Centers, Etc.:*

BY ALDERMAN SWINARSKI (12TH WARD):

Misericordia Home, No. 2915 W. 47th Street.

BY ALDERMAN KEANE (31ST WARD):

Columbus Hospital, No. 2520 N. Lakeview Avenue.

BY ALDERMAN MCCUTCHEON (43RD WARD):

Augustana Nursery, No. 400 W. Dickens Avenue.

BY ALDERMAN O'ROURKE (48TH WARD):

Old Peoples Home of Chicago (The Admiral), No. 909 W. Foster Avenue.

*Cancellation of Warrants for Collection:*

BY ALDERMAN BURKE (FOR ALDERMAN KRSKA, 15TH WARD):

St. Mary's Church (Bishop of Pittsburg), No. 4949 S. Seeley Avenue—mechanical ventilation inspection.

BY ALDERMAN SAIN (27TH WARD):

Chicago Youth Center, No. 560 W. Harrison Street—sign inspection.

BY ALDERMAN SANDE (34TH WARD):

First Liberal Psychic Church, No. 3449 W. Altgeld Street—sign inspection.

*Cancellation of Existing Water Rates and Exemption from Future Rates:*

BY ALDERMAN MARZULLO (25TH WARD):

Douglas Park Covenant Church, No. 2221 S. California Avenue.

# UNFINISHED BUSINESS.

### Bid of Number Two Chicago Dwellings Association Accepted for Purchase of House of Correction Farm.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on July 8, 1969, pages 5780 and 5783, recommending that the City Council pass a proposed ordinance transmitted with the committee's report to authorize acceptance of the high bid of Number Two Chicago Dwellings Association for purchase of House of Correction Farm.

Alderman Keane moved to *Concur In* the committee's recommendation.

Alderman Despres moved to amend the proposed ordinance by striking the following language in Section 1: "Number Two Chicago Dwellings Association, a not-for-profit corporation of the State of Illinois, to purchase for the sum of Five Hundred Five Thousand Dollars ($505,000.00)", and to substitute therefor "Board of Education of the City of Chicago, a municipal corporation, for the sum of One Dollar ($1.00)".

Alderman Keane moved to *Lay the Amendment on the Table.* The motion to Lay on the Table *Prevailed.*

Alderman Despres then moved to adopt a substitute proposed resolution. Alderman Keane moved to *Lay the Substitute on the Table.* The motion to Lay on the Table *Prevailed,* by yeas and nays as follows:

*Yeas*—Aldermen Metcalfe, Bohling, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Fried, Fifielski, Kerwin, Wigoda—33.

*Nays*—Aldermen Hubbard, Despres, Rayner, Cousins, Scholl, McCutcheon, Singer, O'Rourke, Sperling—9.

The main question thereupon being put, on the passage of the proposed ordinance, the motion *Prevailed,* and said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Bohling, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Fried, McCutcheon, Singer, Fifielski, Kerwin, Wigoda, Sperling—38.

*Nays*—Aldermen Despres, Rayner, Cousins, Scholl, O'Rourke—5.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.* (Aldermen Despres and Bohling voting "Yea").

The following is said ordinance as passed:

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. The City of Chicago hereby accepts the bid of Number Two Chicago Dwellings Association, a not-for-profit corporation of the State of Illinois, to purchase for the sum of Five Hundred Five Thousand Dollars ($505,000.00) the City-owned property described as follows:

That part of the West half of the North West quarter lying Northerly of the center line of the Chicago and Joliet Highway of Section 30, Township 38 North, Range 12 East of the Third Principal Meridian;

Also

All that part of the West half of Section 30, Township 38 North, Range 12 East of the Third Principal Meridian, lying Southerly of the center line of the Chicago and Joliet Highway;

Also

The North East quarter of the North West quarter of Section 31, Township 38 North, Range 12 East of the Third Principal Meridian;

Also

The West 15 acres of the South East quarter of the North West quarter of Section 31, Township 38 North, Range 12 East of the Third Principal Meridian, in the Town of Lyons, County of Cook and State of Illinois.

Excepting from said above-described real estate all parts thereof heretofore conveyed to the State of Illinois and the County of Cook for rights of way, easements and roadways, and for highway purposes as described in the following recorded documents: 11532016; 11937525; 17627674; 18525860; 18525861.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of $50,500.00 submitted by said bidder to the City Comptroller, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. This bid and conveyance are subject however, to the following conditions:

In the event that a planned development community can be undertaken, then the No. 2 Chicago Dwellings Association will pay to the City of Chicago an additional sum of Three Million, One Hundred Twenty-Five Thousand Dollars ($3,125,000) at the time the No. 2 Chicago Dwellings Association commences the planned development, but, in no event later than five (5) years from and after the conveyance of title by the City of Chicago to the No. 2 Chicago Dwellings Association. If, during said five (5) year period, No. 2 Chicago Dwellings Association determines not to proceed with the development of the property, then, and in that event, it shall first offer to sell the property to the City of Chicago for the sum of Five Hundred Five Thousand Dollars ($505,000), plus the cost of any improvements placed thereon. Further, in the event that the No. 2 Chicago Dwellings Association fails to develop the property within the five year period and has not offered to the City of Chicago the same for sale, then, and in that event, the City of Chicago shall have the right, option and privilege within the period of one year after the expiration of the five year period to purchase the property for the sum of Five Hundred Five Thousand Dollars ($505,000). Also subject to general taxes and special assessments, if any, of record; all easements of record, roads and highways, zoning, building, health and fire regulations and restrictions imposed by the local, municipal or township authorities and the State of Illinois.

SECTION 5. The City Clerk is authorized and directed to return the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 6. This ordinance shall be in effect from and after its passage.

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## Authorization for Execution of Lease from Helen R. Nerney.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on July 8, 1969, pages 5779-5780, recommending that the City Council pass a proposed ordinance transmitted with the committee's report to authorize a lease from Helen R. Nerney for space at Nos. 27-29 S. Peoria Street, for use as sewer yard.

On motion of Alderman Keane the said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

The following is said ordinance as passed:

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from Helen R. Nerney, for Lot 11, Block 2 in Duncan's Addition to Chicago in the East half, Northeast quarter of Section 17, Township 39 North, Range 14 East of the Third Principal Meridian, commonly known as Nos. 27-29 S. Peoria Street, approximately 6,250 square feet; such lease to be approved by the Commissioner of the Department of Water and Sewers and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on page 5877 of this Council Journal]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

**This Agreement,** Made this day of

A. D. 1969, between Helen R. Nerney

, as Lessor, and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

**Witnesseth:** That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: Lot 11, Block 2 in Duncan's Addition to Chicago in the East half, North East quarter of Section 17, Township 39 North, Range 14, East of the Third Principal Meridian, commonly known as No. 27 and 29 S. Peoria Street, approximately 6,250 square feet, for a Sewer Yard, Department of Water and Sewers.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of July A. D. 1969, and ending on the 30th day of June A. D. 1971. Lessee has the right to terminate this lease upon thirty days' prior written notice.

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at 9904 S. Hoyne Avenue - 60643 or at such other place as the Lessor from time to time in writing may appoint.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of Two Hundred and no/100 - - - - - - - - - - - - - - - - ($200.00) Dollars per month, payable in advance on the first day of each calendar month by the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

Lessee to furnish all services and utilities.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

**In Witness Whereof,** this lease is signed by or on behalf of the parties hereto the day and year first above written.

[Signature forms omitted]

**This Agreement,** Made this .................... day of ....................

A. D. 19 , between Christian Brothers of Illinois, a Sole Corporation of Chicago, Illinois, ...................., as Lessor

and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

**Witnesseth:** That the Lessor does hereby lease to the Lessee the following descri premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: The entire three-story structure and English basement, plus a one-story section with a full basement for a total net area of approximately 12,000 square feet. Premises commonly known as 4247 W. Washington Boulevard, Chicago, Illinois, for the Garfield Park Mental Health Center, Chicago Board of Health.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of July A. D. 19 69, or date of occupation and ending on the 30th day of June A. D. 1971. Lessee has the right to terminate this lease upon thirty days' prior written notice .................... and the right to renew this lease for a further period of three years from date of expiration on the same terms and rental, by giving to the Lessor , in either case sixty days' written notice of its election so to do. Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at Brother Leo Gilskey, 414 N.Forest Ave., Oak Park, Ill. 60802 or at such other place as the Lessor from time to time in writing may appoint.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of Seven Hundred Sixty and no/100 - - - - - - - - - - - - ($760.00 ....................) Dollars per month, payable in advance on the first day of each calendar month by the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessee

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at their own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

Lessee shall maintain and keep in good condition interior and pay its own usage of electricity, heat and hot water.

Lessee will also supply its own janitor and porter services.

Lessor will maintain the exterior of the building, and outside premises, and also will give the Lessee rent credit for heating and supplying hot water and electricity to the adjoining property, amount of rent credit to be determined by heating and electrical engineers of the City of Chicago.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor , and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor , excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease. Lessee is not permitted to hold public dances or band concerts.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

**In Witness Whereof,** this lease is signed by or on behalf of the parties hereto the day and year first above written.

[Signature forms omitted]

### Authorization for Execution of Lease from Christian Brothers of Illinois.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on July 8, 1969, page 5780, recommending that the City Council pass a proposed ordinance transmitted with the committee's report to authorize a lease from Christian Brothers of Illinois for the entire building located at No. 4247 W. Washington Boulevard for the Garfield Park Mental Health Center.

On motion of Alderman Keane the said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from Christian Brothers of Illinois, a Sole Corporation of Chicago, Illinois, for the entire three-story structure and English basement, plus a one-story section with a full basement for a total net area of approximately 12,000 square feet. Premises commonly known as No. 4247 W. Washington Boulevard. Such lease to be approved by the Commissioner of the Board of Health, and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on page 5878 of this Council Journal]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

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## MISCELLANEOUS BUSINESS.

### Presence of Visitors Noted.

Honorable Richard J. Daley, Mayor, called the Council's attention to the presence at the meeting of the following visitors:

35 members of Pirie Teacher In-Service Institute, Teachers, Title I, Board of Education, accompanied by Mr. Yaccino and Mr. Jones;

33 students and 4 faculty members from New Trier High School West, accompanied by Miss Jaine McClendon;

20 students from the Senior Class of Wendell Phillips High School (3rd Ward), accompanied by Mr. William Scott;

15 members of Parish of Reconciliation (44th Ward), Alan Streyffeler, Minister;

28 students from the Senior Class, Contemporary American History, from Mather High School (50th Ward), accompanied by Mrs. Evelyn Handler.

The visitors were warmly applauded and were invited to attend future meetings.

### Time Fixed for Next Succeeding Regular Meeting.

By unanimous consent Alderman Keane thereupon presented a proposed ordinance which reads as follows:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the next succeeding regular meeting of the City Council of the City of Chicago to be held after the regular meeting held on Tuesday, the fifteenth (15th) day of July, 1969, at 10:00 A.M., be and the same is hereby fixed to be held on Tuesday, the twenty-ninth (29th) day of July, 1969, at 10:00 A.M., in the Council Chamber in the City Hall.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

(Continued from page 5878)

## ADJOURNMENT.

Thereupon Alderman Buchanan moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Tuesday, July 29, 1969, at 10:00 A.M., in the Council Chamber in the City Hall.

John C. Marcin

JOHN C. MARCIN,
*City Clerk.*

*(Published by Authority of the City Council of the City of Chicago)*

COPY

# JOURNAL *of the* PROCEEDINGS

OF THE

# CITY COUNCIL

OF THE

# CITY OF CHICAGO, ILLINOIS

## Regular Meeting—Tuesday, July 29, 1969

at 10:00 A.M.

*(Council Chamber—City Hall—Chicago, Illinois)*

## OFFICIAL RECORD.

### Attendance at Meeting.

*Present*—Honorable Richard J. Daley, Mayor, and Aldermen Roti, Hubbard, Holman, Despres, Rayner, Bohling, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling.

*Absent*—Aldermen Metcalfe, Cousins, Zydlo.

### Call to Order.

On Tuesday, July 29, 1969, at 10:00 A.M. (the day and hour appointed for the meeting) and in the absence of Honorable Richard J. Daley, Mayor, and President Pro Tem. Ralph H. Metcalfe, Alderman Wigoda moved that Alderman Campbell act as Temporary Chairman. The motion *Prevailed* and Temporary Chairman Kenneth E. Campbell presiding, called the City Council to order.

Alderman Wigoda moved that the meeting be recessed until 12:00 Noon. The question being put, the motion *Prevailed.*

### Recessed Session Resumed.

On Tuesday, July 29, 1969, at 12:00 Noon, the City Council reassembled pursuant to recess taken, with Honorable Richard J. Daley, Mayor, in the Chair. John C. Marcin, City Clerk, called the roll of members and it was found that there were present at that time: Aldermen Roti, Hubbard, Holman, Despres, Rayner, Bohling, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—46.

Quorum present.

### Invocation.

Dr. Clarence E. Carr, Minister of the Allen Temple African-Methodist Episcopal Church, opened the meeting with prayer.

### JOURNAL (July 15, 1969).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on Tuesday, July 15, 1969, at 10:00 A.M., signed by him as such City Clerk.

Alderman Despres moved to *Correct and Amend* said printed Official Journal as follows:

> Page 5813—left-hand column—by striking out the language appearing in the twelfth, thirteenth and fourteenth lines from the top of the page and substituting therefor certain language pertaining to Model Cities Program;
>
> Page 5875—left-hand column—by amending the last sentence appearing therein and substituting therefor certain language pertaining to a proposed resolution concerning the sale of House of Correction Farm to Number Two Chicago Dwellings Association.

Alderman Keane moved to *Lay the Motions to Correct and Amend on the Table.* The motion to Lay on the Table *Prevailed,* by yeas and nays as follows:

Yeas—Aldermen Roti, Hubbard, Holman, Lupo, Buchanan, Bilandic, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Fried, Fifielski, Wigoda —33.

*Nays*—Aldermen Despres, Rayner, Bohling, Staszcuk, Simon, Scholl, McCutcheon, Singer, Hoellen, O'Rourke, Sperling—11.

Alderman Bilandic then moved to *Correct* said printed Official Journal as follows:

> Page 5810—right-hand column—by inserting after the word "acceptance" appearing in the twenty-seventh line from the top of the page the words "and bond";
>
> Page 5854—left-hand column—by striking out the amount "$35.00" appearing on the second line from the top of the page and inserting in lieu thereof the amount "$32.00".

The motion to Correct *Prevailed.*

Alderman Bilandic then moved to *Approve* said printed Official Journal, *as corrected,* and to dispense with the reading thereof. The motion *Prevailed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Holman, Rayner, Bohling, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Fried, Singer, Fifielski, Wigoda—37.

*Nays*—Aldermen Despres, Simon, Scholl, McCutcheon, Hoellen, O'Rourke, Sperling—7.

# REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

### *Referred*—THREE PROPOSED RESOLUTIONS TO APPROVE SPECIFIED SITE DESIGNATIONS BY PUBLIC BUILDING COMMISSION OF CHICAGO FOR SCHOOL-PARK COMPLEXES FOR ELEMENTARY AND HIGH SCHOOL PURPOSES.

Honorable Richard J. Daley, Mayor, submitted the following communication, which was, together with the proposed resolutions transmitted therewith, *Referred to the Committee on Finance:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 29, 1969.

*To the Honorable, The Members of the City Council of the City of Chicago:*

GENTLEMEN—I should like to advise you that the Public Building Commission of Chicago has designated sites for school projects in the vicinity of South Kerfoot and Vincennes Avenues for a 1000 student elementary school, in the vicinity of 103rd and Cottage Grove Avenue for a 1000 student elementary school, and in the vicinity of Archer-Pulaski for a 3000 student high school.

I am transmitting with this letter certified copies of each of the site designations adopted by the Public Building Commission of Chicago and proposed resolutions for your consideration which would approve the site designations as required by the Public Building Commission Act.

I would appreciate your favorable consideration of these matters.

Very truly yours,
(Signed) RICHARD J. DALEY,
*Mayor.*

### *Referred*—PROPOSED "1969 AMENDATORY LAKE FRONT ORDINANCE" IN CONJUNCTION WITH PLANNED DEVELOPMENT ORDINANCE FOR FUTURE DEVELOPMENT OF SPECIFIED SITE.

Honorable Richard J. Daley, Mayor, submitted the following communication, which was, together with the proposed amendatory ordinance transmitted therewith, *Referred to the Committee on Finance:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 29, 1969.

*To the Honorable, The City Council of the City of Chicago:*

GENTLEMEN—I transmit herewith for your consideration the "1969 Amendatory Lake Front Ordinance." The proposed Amendatory Lake Front Ordinance in conjunction with a planned development ordinance, which is being introduced this same day, will pave the way for future development of what has been an 80 acre eyesore into one of the great developments of the world.

Your favorable consideration of this ordinance is requested.

Very truly yours,
(Signed) RICHARD J. DALEY,
*Mayor.*

### *Referred*—PROPOSED ORDINANCE TO AMEND CHICAGO ZONING ORDINANCE TO RECLASSIFY SPECIFIED AREA.

Honorable Richard J. Daley, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Buildings and Zoning:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 29, 1969.

*To the Honorable, The City Council of the City of Chicago:*

GENTLEMEN—At the request of the Illinois Central Railroad Company, I transmit herewith a proposed Planned Development for the development of the Randolph Street Terminal Property owned by the Illinois Central Railroad Company.

Very truly yours,
(Signed) RICHARD J. DALEY,
*Mayor.*

### Tribute Paid to Late Sidney T. Holzman.

Honorable Richard J. Daley, Mayor, on behalf of himself and the other members of the City Council presented the following proposed resolution:

WHEREAS, Almighty God, in His Infinite Wisdom, has called to his eternal reward Sidney T. Holzman, Chairman of the Chicago Board of Election Commissioners; and

WHEREAS, Sidney T. Holzman was a true patriot, serving America in two World Wars; at the age of 18 he enlisted in a machine gun company of the 132nd Infantry Regiment of the Illinois 33rd Division and served with distinction in Europe during the First World War; he re-enlisted in 1941 and was assigned to recruiting service; and

WHEREAS, Chairman Holzman's service in the First World War was truly heroic; in 1918, during the Battle of the Argonne, he delivered a message for help, crossing artillery-torn woodlands and carrying a gravely-wounded fellow soldier with him, and then led the reinforcements back in relief; in recognition of his valor, Gen. John J. Pershing decorated him with a Distinguished Service Cross; in addition he was awarded the Croix de Guerre, the Verdun Medal and The French Commemorative Medal; a special commission named by Gen. Pershing designated him one of the 100 outstanding heroes of the war; and

WHEREAS, Sidney T. Holzman was appointed to the Chicago Board of Election Commissioners in 1952 and was elected Chairman the following year; he served continuously since then, performing his difficult and important duties responsibly and efficiently; and

WHEREAS, Sidney T. Holzman gave generously of his time to veteran activities, serving as Commander of James C. Russell Blackhawk Post 107 of the American Legion, Commander of the Cook County Council of the American Legion, and State Commander of the Military Order of the World Wars of Illinois; and

WHEREAS, Sidney T. Holzman lived the seventy years allotted to him with zest and involvement; the soldier's discipline and courage that he exhibited in his youth were retained to the end of his life; he had a military bluntness in expressing himself, a candor that could be softened by his merry sense of humor, or sharpened by his keen wit; now, therefore,

*Be It Resolved,* That the Mayor and members of the City Council in meeting assembled this 29th day of July, A.D. 1969, do hereby acknowledge their esteem for Sidney T. Holzman, a distinguished public servant, and their deep sense of loss at his passing, and extend to his family their sincere sympathy; and

*Be It Further Resolved,* That as a mark of respect to his memory, this resolution be incorporated in the Permanent Record of Proceedings of the City Council, and that a suitable copy thereof be presented to the family of Sidney T. Holzman.

Alderman Keane moved to *Suspend the Rules Temporarily,* to permit immediate consideration of and action upon said proposed resolution. The motion *Prevailed.*

On motion of Alderman Keane (seconded by Alderman Bohling and Alderman Sain) the foregoing proposed resolution was *Adopted,* unanimously, by a rising vote.

Honorable Richard J. Daley, Mayor, and the Aldermen who seconded the foregoing proposed resolution all lauded the late Chairman of the Board of Election Commissioners as a dedicated and tireless worker for all the people of Chicago. They spoke of his love of God and country and family. They spoke of his extreme patriotism, having served in both World Wars and that he had considered it a privilege to so serve. All extended their sincere condolences to the members of his family.

### *CITY COUNCIL INFORMED AS TO MISCELLANEOUS DOCUMENTS FILED OR RECEIVED IN CITY CLERK'S OFFICE.*

John C. Marcin, City Clerk, informed the City Council that documents have been filed or received in his office, relating to the respective subjects designated, as follows:

#### *Proclamations.*

Proclamations of Honorable Richard J. Daley, Mayor, designating times for special observances as follows:

"La Rabida Week in Chicago": August 22 through 29, 1969;

"Hull House Association Week in Chicago": Week of July 20-26, 1969;

"Chick Evans Day in Chicago": Friday, July 18, 1969;

"American-Slovak Charitable Day in Chicago": Sunday, August 3, 1969;

"Fishing Tackle Days in Chicago": August 3-6, 1969;

"Willing Water Week": August 10, 1969;

"Bud Billiken Day in Chicago": Saturday, August 9, 1969;

"Lyric Opera Week in Chicago": Monday, September 8, 1969.

#### *State Approval of Ordinances Concerning M.F.T. Projects.*

Also communications from G. T. March, District Engineer, dated July 25 and July 28, 1969, announcing that the Division of Highways of the Department of Public Works and Buildings of the State of Illinois has approved ordinances passed by the City Council on July 8, 1969 (involving expenditures of motor fuel tax funds), as follows:

Funds increased for repair and resurfacing of N. State Street Bridge over Main Branch of Chicago River (Section State Street 2121.4-CS);

Funds increased for improvement of S. Halsted Street, S. Union Drive and W. Englewood Drive (Project No. 561); (Section Englewood Drive 0909 CS, Union Drive 1314 CS).

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## *CITY COUNCIL INFORMED AS TO PUBLICATION OF ORDINANCES.*

The City Clerk informed the City Council that all those ordinances which were passed by the City Council on July 15, 1969, and which were required by statute to be published in book or pamphlet form or in one or more newspapers, were published in pamphlet form on July 28, 1969 by being printed in full text in printed pamphlet copies of the Journal of the Proceedings of the City Council of the regular meeting held on July 15, 1969 [published by authority of the City Council in accordance with the provisions of Section 5-5 of the Municipal Code of Chicago, as passed on December 22, 1947], which printed pamphlet copies were delivered to the City Clerk on July 28, 1969.

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## *MISCELLANEOUS COMMUNICATIONS, REPORTS, ETC. REQUIRING COUNCIL ACTION (TRANSMITTED TO CITY COUNCIL BY CITY CLERK).*

The City Clerk transmitted communications, reports, etc., relating to the respective subjects listed below, which were acted upon by the City Council in each case in the manner noted, as follows:

### *Zoning Reclassifications of Particular Areas.*

Also applications (in triplicate) of the persons named below, together with proposed ordinances, for amendment of the Chicago Zoning Ordinance as amended, for the purpose of reclassifying particular areas, which were *Referred to the Committee on Buildings and Zoning,* as follows:

Coin King Sales & Service—to classify as a B4-1 Restricted Service District instead of a B2-1 Restricted Retail District the area shown on Map No. 17-I bounded by

> the alley next north of and parallel to W. Pratt Avenue; a line 155 feet east of N. California Avenue; W. Pratt Avenue; and N. California Avenue;

John G. Keporos—to classify as a C2-1 General Commercial District instead of a B4-1 Restricted Service District the area shown on Map No. 12-J bounded by

> a line 100 feet south of W. 48th Street; the alley next east of and parallel to S. Pulaski Road; a line 276.44 feet north of W. 49th Street; and S. Pulaski Road;

George E. Leonard III, Agent for Chrysler Realty Corp.—to classify as a C2-2 General Commercial District instead of an R1 Single Family Residence District the area shown on Map No. 24-G bounded by

> a line drawn from a point 132.40 feet south of W. 95th Street and 200 feet west of S. Winston Avenue to a point 83 feet south of W. 95th Street along the west line of S. Winston Avenue; S. Winston Avenue; a line drawn from a point 168.06 feet south of W. 95th Street along the west line of S. Winston Avenue to a point 200 feet west of S. Winston Avenue and 218.18 feet south of W. 95th Street; and a line 200 feet west of S. Winston Avenue;

Marquette National Bank, as trustee under Trust No. 3403—to classify as an R4 General Residence District instead of an M1-1 Restricted Manufacturing District the area shown on Map No. 16-M bounded by

> W. 64th Place; a line 300 feet west of S. Meade Avenue; W. 65th Street; a line 180 feet east of S. Melvina Avenue; a line 132 south of W. 64th Place; and S. Melvina Avenue;

Charles L. Schrager Co.—to classify as a B5-2 General Service District instead of an R2 Single Family Residence District and a B4-2 Restricted Service District the area shown on Map No. 22-C bounded by

> the center line of the alley next south of and parallel to E. 87th Street, or the line thereof if extended where no alley exists; a line 225.52 feet east of S. Stony Island Avenue; E. 87th Place; the alley next east of and parallel to S. Stony Island Avenue; E. 88th Street; and S. Stony Island Avenue.

### *Claims against City of Chicago.*

Also claims against the City of Chicago, which were *Referred to the Committee on Finance,* filed by the following:

William Adamski, A. G. B. Distributors Inc., Allstate Insurance and Daniel Greenberg, American National Bank, Trust No. 2655, Aristo-Mat, Inc., Sandra Rainey Bentley, Alexander Berry, Esther L. Bothmann, Marion Byers, James Cesario, George Colucci, Raymond Cruse, James Davidson, Draper and Kramer, James S. Dykes, Calvin Edge, Family Prescription Drugs, Inc., Thomas E. Foster, David J. Frawley, Eleanor Frawley, Lillie D. Hampton, John D. Harrison, Mary Heyer, Marie Holt, A. M. Hoover, Val Jablonski, Hyman Justman, Mrs. Irving Kron, Pablo LaBoy, Clara Legan, Louis Magg, David D. Marcus, Tom Merchant, Lenne Michalowski, Emma Mittarer, Motors Insurance Corp. (2), Hubert Lee Johnson and Leo and Thomas Lewis, Filippos Naltsas, Donald Nelson, John A. O'Leary, Harold Olson, Nettye Olsen, Helen M. Polley, Henry Postell, James C. Rabus, Ernestine Randall, Edward Skorczewski, Ned W. Smith, State of Illinois, T. Stipak, James Taylor, G. M. Torres, Transamerica Insurance Group and Carl Richter, Tri-Par Radio & Appliance Co., Inc., Volkswagen Insurance Co. and Michael Williams, Lillie Walker, Rodney D. Wells.

### *Proposed Ordinance for Non-exclusive Franchise Granting Cor-Plex International Corp. Permission to Operate CATV within City of Chicago.*

Also a communication from the law firm of Boodell, Sears, Sugrue and Crowley, attorneys for Cor-Plex International Corporation, addressed to the City Clerk under date of July 28, 1969, transmitting a proposed ordinance for a non-exclusive franchise for said firm to operate Community Antenna Television within the City of Chicago, which was *Referred to the Committee on Finance.*

### *Rescinding of Certain Grants of Privileges in Public Ways.*

Also two communications from Otto H. Loser, City Comptroller, addressed to the Mayor and the City Council under dates of July 24, 1969, transmitting two proposed ordinances to repeal ordinances making grants of privileges in public ways, for the reasons stated, which were *Referred to the Committee on Local Industries, Streets and Alleys,* as follows:

Hanchett Paper Company: to repeal an ordinance passed by the City Council on October 11, 1951, granting permission and authority to maintain and use a railroad switch track at street grade on the easterly side of N. Kingsbury Street northwesterly of N. Larrabee Street (new account established);

Railway Express Agency, Inc.: to repeal an ordinance passed by the City Council on January 14, 1966, granting permission and authority to maintain and use a steam pipe over W. Polk Street easterly of S. Sherman Street to the west line of S. LaSalle Street (steam pipe and lines removed).

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### *Placed on File*—NOTIFICATIONS TO CITY COUNCIL AS TO SELECTIONS OF PROXIES TO AFFIX SIGNATURES OF MAYOR AND CITY COMPTROLLER TO GENERAL OBLIGATION BONDS FOR SPECIFIED PURPOSES.

The City Clerk transmitted the following communications, which were *Placed on File:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 29, 1969.

*To the Honorable, The Members of the City Council of the City of Chicago:*

GENTLEMEN—Please take notice that I have selected and do hereby designate J. W. Parker as my proxy for me in my name, place and stead to affix my signature as Mayor of the City of Chicago to the following City of Chicago

$2,000,000 of Electric Street Lighting Bonds
Series 1966, dated January 1, 1968

$1,000,000 due January of each of the years 1985 and 1986, in denominations of $5,000 each, numbered as follows:

| | |
|---|---|
| 3601-3800 | $1,000,000 |
| 3801-4000 | 1,000,000 |

$1,500,000 of Municipal Building Bonds
Series 1966, dated January 1, 1968

$500,000 due January 1 of each of the years 1972 to 1974 inclusive, in denominations of $5,000 each, numbered as follows:

| | |
|---|---|
| 3201-3300 | $ 500,000 |
| 3501-3600 | 500,000 |
| 3801-3900 | 500,000 |

$6,500,000 of Public Transportation Bonds
Series 1966, dated January 1, 1968

$1,500,000 due January 1 of each of the years 1982 to 1984 inclusive, and $1,000,000 due January 1 of each of the years 1985 and 1986, in denominations of $5,000 each, numbered as follows:

| | |
|---|---|
| 4301-4600 | $1,500,000 |
| 4601-4900 | 1,500,000 |
| 4901-5200 | 1,500,000 |
| 5201-5400 | 1,000,000 |
| 5401-5600 | 1,000,000 |

$6,500,000 of Sewer Bonds
Series 1966, dated January 1, 1968

$500,000 due January 1, 1973, $1,000,000 due January 1 of each of the years 1974 and 1975, and $500,000 due January 1 in each of the years 1976 to 1983 inclusive, in denominations of $5,000 each, numbered as follows:

| | | | |
|---|---|---|---|
| 3801-3900 | $ 500,000 | 5701-5800 | $500,000 |
| 4201-4400 | 1,000,000 | 6301-6400 | 500,000 |
| 4601-4800 | 1,000,000 | 6701-6800 | 500,000 |
| 4801-4900 | 500,000 | 6901-7000 | 500,000 |
| 5001-5100 | 500,000 | 7301-7400 | 500,000 |
| | | 7701-7800 | 500,000 |

$5,500,000 of Garbage and Refuse Disposal Bonds
Series 1966

$1,000,000 dated January 1, 1967
$4,500,000 dated January 1, 1968

in denominations of $5,000 each, numbered as follows:

| | | | |
|---|---|---|---|
| 1201-1300 | $ 500,000 | 2101-2200 | $500,000 |
| 1301-1400 | 500,000 | 2201-2300 | 500,000 |
| 1801-1900 | 500,000 | 2301-2400 | 500,000 |
| 1901-2000 | 500,000 | 2401-2500 | 500,000 |
| 2001-2100 | 500,000 | 2501-2600 | 500,000 |
| | | 2801-2900 | 500,000 |

$3,500,000 of Redevelopment Bonds
Series 1966, dated January 1, 1968

$1,500,000 due January 1, 1976 and $2,000,000 due January 1, 1977 in denominations of $5,000 each, numbered as follows:

| | |
|---|---|
| 2601-2900 | $1,500,000 |
| 3301-3700 | 2,000,000 |

Appended hereto is a written signature as my name is to appear on said bonds, executed by the said J. W. Parker with the proxy's own signature underneath as required by statute.

Very truly yours,

(Signed) RICHARD J. DALEY,
*Mayor.*

[Signatures appended as stated]

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CITY OF CHICAGO
OFFICE OF THE CITY COMPTROLLER

July 29, 1969.

*To the Honorable, The Members of the City Council of the City of Chicago:*

GENTLEMEN—Please take notice that I have selected and do hereby designate T. F. Murphy as my proxy for me in my name, place and stead to affix my signature as Comptroller of the City of Chicago to the following City of Chicago

$2,000,000 of Electric Street Lighting Bonds
Series 1966, dated January 1, 1968

$1,000,000 due January of each of the years 1985 and 1986, in denominations of $5,000 each, numbered as follows:

| | |
|---|---|
| 3601-3800 | $1,000,000 |
| 3801-4000 | 1,000,000 |

$1,500,000 of Municipal Building Bonds
Series 1966, dated January 1, 1968

$500,000 due January 1 of each of the years 1972 to 1974 inclusive, in denominations of $5,000 each, numbered as follows:

| | |
|---|---|
| 3201-3300 | $ 500,000 |
| 3501-3600 | 500,000 |
| 3801-3900 | 500,000 |

$6,500,000 of Public Transportation Bonds
Series 1966, dated January 1, 1968

$1,500,000 due January 1 of each of the years 1982 to 1984 inclusive, and $1,000,000 due January 1 of each of the years 1985 and 1986, in denominations of $5,000 each, numbered as follows:

| | |
|---|---|
| 4301-4600 | $1,500,000 |
| 4601-4900 | 1,500,000 |
| 4901-5200 | 1,500,000 |
| 5201-5400 | 1,000,000 |
| 5401-5600 | 1,000,000 |

$6,500,000 of Sewer Bonds
Series 1966, dated January 1, 1968

$500,000 due January 1, 1973, $1,000,000 due January 1 of each of the years 1974 and 1975, and $500,000 due January 1 in each of the years 1976 to 1983 inclusive, in denominations of $5,000 each, numbered as follows:

| | | | |
|---|---|---|---|
| 3801-3900 | $ 500,000 | 5701-5800 | $500,000 |
| 4201-4400 | 1,000,000 | 6301-6400 | 500,000 |
| 4601-4800 | 1,000,000 | 6701-6800 | 500,000 |
| 4801-4900 | 500,000 | 6901-7000 | 500,000 |
| 5001-5100 | 500,000 | 7301-7400 | 500,000 |
| | | 7701-7800 | 500,000 |

$5,500,000 of Garbage and Refuse Disposal Bonds
Series 1966

$1,000,000 dated January 1, 1967
$4,500,000 dated January 1, 1968

in denominations of $5,000 each, numbered as follows:

| | | | |
|---|---|---|---|
| 1201-1300 | $ 500.000 | 2101-2200 | $500,000 |
| 1301-1400 | 500,000 | 2201-2300 | 500,000 |
| 1801-1900 | 500,000 | 2301-2400 | 500,000 |
| 1901-2000 | 500,000 | 2401-2500 | 500,000 |
| 2001-2100 | 500,000 | 2501-2600 | 500,000 |
| | | 2801-2900 | 500,000 |

$3,500,000 of Redevelopment Bonds
Series 1966, dated January 1, 1968

$1,500,000 due January 1, 1976 and $2,000,000 due January 1, 1977 in denominations of $5,000 each, numbered as follows:

| | |
|---|---|
| 2601-2900 | $1,500,000 |
| 3301-3700 | 2,000,000 |

Appended hereto is a written signature as my name is to appear on said bonds, executed by the said T. F. Murphy with the proxy's own signature underneath as required by statute.

Very truly yours,

(Signed) OTTO H. LOSER,
*City Comptroller.*

[Signatures appended as stated]

# REPORTS OF COMMITTEES.

Committee reports were submitted as indicated below. *No request under the statute was made by any two aldermen present to defer any of said reports for final action thereon, to the next regular meeting of the City Council, except where otherwise indicated.*

## COMMITTEE ON FINANCE.

### Acceptance of Grant Authorized from U.S. Dept. of Justice for Pilot Program for Detoxification Center for Indigent Alcoholics.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (referred to the committee on July 15, 1969):

WHEREAS, Title I of the Omnibus Crime Control and Safe Streets Act of 1968 authorizes the Law Enforcement Assistance Administration of the U.S. Department of Justice to make financial assistance grants available to cities in order to stimulate experimentation and facilitate the launching of pilot efforts, model programs and improvement techniques in law enforcement; and

WHEREAS, The Law Enforcement Assistance Administration of the U.S. Department of Justice has offered a $70,574.00 grant to Chicago's Alcoholic Treatment Center for the purpose of funding a project titled "Operation Outreach: A Detoxification, Diagnostic and Referral Center"; and

WHEREAS, The City of Chicago, through the Alcoholic Treatment Center, is desirous of entering into a pilot program to provide for the detoxification, diagnosis and referral of indigent alcoholics; and

WHEREAS, The acceptance of such a grant will require the commitment of local staff amounting to $47,049.00, which is 40% of the $117,623.00 total project cost; and

WHEREAS, It is required by the Department of Justice's regulations issued pursuant to Title VI of the Civil Rights Act of 1964 that in conjunction with the acceptance of such a grant the applicant give an assurance that it will comply with Title VI of the Civil Rights Act of 1964 and the Department regulations thereunder; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Mayor of the City of Chicago is authorized to accept the offer made by the Law Enforcement Assistance Administration of the U.S. Department of Justice for a $70,574.00 grant for the purpose of funding a pilot program for the detoxification, diagnosis and referral of indigent alcoholics.

SECTION 2. That the Mayor of the City of Chicago is authorized in the acceptance of such a Federal grant from the U.S. Department of Justice to commit a local contribution in the amount of $47,049.00 which is equal to 40% of the contemplated project costs.

SECTION 3. That the Mayor of the City of Chicago is authorized to execute and file with such acceptance an assurance or any other document required by the U.S. Department of Justice under its regulations effectuating Title VI of the Civil Rights Act of 1964.

SECTION 4. That the Executive Director of the Chicago Alcoholic Treatment Center be designated as project director and be authorized and directed to furnish such additional information and assurances as the U.S. Department of Justice may reasonably request in connection with the acceptance of the grant made under Section 306 of the Omnibus Crime Control and Safe Streets Act of 1968.

SECTION 5. This ordinance shall be in force and effect immediately upon passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Holman, Despres, Rayner, Bohling, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Fried, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—44.

*Nays*—None.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

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### Approval Given to Revised Site Designation by Public Building Commission for Schiller School-Park Project.

The Committee on Finance submitted a report recommending that the City Council adopt the following proposed resolution transmitted therewith:

WHEREAS, The Legislature of the State of Illinois passed an Act to authorize the creation of Public Building Commissions and to define their rights, powers, and duties, approved July 5, 1955, as amended; and

WHEREAS, The Legislature found and declared it to be necessary and desirable to make possible the construction, acquisition, or enlargement of public improvements, buildings and facilities to be made available for use by governmental agencies with the intent and purpose of centralizing, insofar as is practicable, the activities of the different branches of government and to make possible the construction, acquisition or enlargement of public improvements, buildings and facilities at convenient locations within the county seats and municipalities for use by governmental agencies in the furnishing of essential governmental, health, safety and welfare services to its citizens; and

WHEREAS, Pursuant to the provisions of said Public Building Commission Act, the Public Building Commission of Chicago did, on April 10, 1968, select, locate and designate the following-described area, lying wholly within the territorial limits of the City of Chicago, as a site to be acquired for the erection and construction of a public elementary school, together with other public improvements and facilities for park, recreational, playground and other public uses:

Lots 1, 2, 3 and Lots 16 to 24, both inclusive, (except that part of said Lots taken for streets) in C. J. Hull's Subdivision of Lots 115 and 117 in Butterfield's Addition to Chicago in the Northwest quarter of Section 4, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

*Also*

Lots 1 to 7, both inclusive (except that part of said Lots taken for Street) in Assessor's Division of Lots 119 and 121 in Butterfield's Addition to Chicago, aforesaid;

*Also*

A tract of land located in the City of Chicago, County of Cook and State of Illinois and lying in the Northwest quarter of Section 4, Township 39 North, Range 14 East of the Third Principal Meridian, described as follows: Commencing at a point, being the intersection of the Southeast line of N. Ogden Avenue, as opened and extended pursuant to ordinance passed by the City Council of the City of Chicago, Feb. 18, 1919, and the Southwest line of W. Schiller Street, as widened (Doc. No. 847417, Recorded July 5, 1887); thence Southeast along said Southwest line of W. Schiller Street to a point being 150 feet from the said Southeast line of N. Ogden Avenue, as measured at right angle from said line; thence Southwest along a line, 150 feet Southeast of and parallel to the said Southeast line of N. Ogden Ave. to its intersection with the center line of W. Evergreen Ave.; thence West along said center line of W. Evergreen Ave. to its intersection with said Southeast line of N. Ogden Ave.; thence Northeast along said Southeast line of N. Ogden Avenue to the place of beginning, and, that part of vacated W. Schiller St. lying Northwest of a Southwesterly projection of the Northwest line of Lot 8 in Assessor's Division of Lots 119 and 121, in Butterfield's Addition to Chicago, aforesaid, and the vacated 8 foot alley lying Southwesterly of and adjoining Lots 2 and 3 in C. J. Hull's subdivision aforesaid, vacated by ordinance recorded October 10, 1966 as Doc. No. 19965367;

*Also*

A tract of land located in the City of Chicago, County of Cook and State of Illinois, and lying in the Northwest quarter of Section 4, Township 39 North, Range 14 East of the Third Principal Meridian, described as follows: Commencing at a point being the intersection of the Southeast line of N. Ogden Avenue, as opened and extended pursuant to ordinance passed by the City Council of the City of Chicago, Feb. 18, 1919, with the center line of W. Evergreen Avenue, and thence East along said center line of W. Evergreen Avenue a distance of 171.01 feet; thence Southwest along a line parallel to the said Southeast line of N. Ogden Avenue to the point of intersection with the South line of W. Evergreen Avenue; thence South along a line as measured at a right angle from said South line of W. Evergreen Avenue, a distance of 25 feet; thence West along a line, as measured at a right angle from said last described line, to the point of its intersection with the Southeast line of said N. Ogden Avenue; thence Northeast along the Southeast line of said N. Ogden Avenue to the place of beginning;

and

WHEREAS, Said site, so selected, located and designated was approved by Resolution of the City Council of the City of Chicago on April 17, 1968; and

WHEREAS, The Board of Education of the City of Chicago, the Chicago Park District, and the Department of Development and Planning, acting in cooperation, have recommended the enlargement of said site to accommodate an elementary school for grades 1 and 2, kindergarten and Schome (pre-kindergarten facilities for children of working mothers); the construction of a gymnasium, the demolition of the old existing Schiller School on vacated West Scott Street; the development of said land for park purposes; and the development of other park, recreational and coordinated facilities; and

WHEREAS, Pursuant to the provisions of said Public Building Commission Act, the Public Building Commission of Chicago did select, locate and designate the following-described area, lying wholly within the territorial limits of the City of Chicago, as a site to be acquired for the erection and construction of a public elementary school, together with other public improvements and facilities for park, recreational, playground and other public uses:

That part of original Lots 68, 71, 73, 75, 77, 79, 81, 83, 85, 87, 89, 117, 118, 119, 120, 121, 122, 123 and 124, together with vacated streets adjoining said lots, all taken as a tract lying East of the Southeast line of N. Ogden Avenue (as opened and extended pursuant to an ordinance passed by the City Council of Chicago February 18, 1919) in Butterfield's Addition to Chicago in the Northwest ¼ of Section 4, Township 39 North, Range 14 East of the Third Principal Meridian bounded and described as follows: [Note: the East line of aforesaid Lot 68 is considered due North for the following courses.] Commencing at a point in the East line of the West ½ of vacated Vine Street that is 10 feet East of and 72.81 feet North of the Southeast corner of aforesaid Lot 68; thence due North in the East line of the West ½ of vacated Vine Street a distance of 117.69 feet to a point; thence due West a distance of 169.81 feet to a point; thence due North a distance of 74.95 feet to a point; thence due West a distance of 32.57 feet to a point; thence due North a distance of 129.53 feet to a point; thence due East a distance of 140.21 feet to a point in the West line of Lot 2 in the Subdivision of Sub Lot 1 in Berger's Subdivision of aforesaid Lot 68; thence due North in aforesaid West line of Lot 2 in Berger's Subdivision and its prolongation North 33 feet to the Center line of W. Evergreen Avenue, a distance of 93.58 feet to a point in aforesaid Center line; thence due West in aforesaid Center line of Evergreen Avenue a distance of 256.09 feet to a point; thence due North a distance of 450.39 feet to a point in the Southwest line of Clybourn Avenue; thence North 44°-56′ West in aforesaid Southwest line of Clybourn Avenue a distance of 105.92 feet to its intersection with the Southeast line of aforesaid Ogden Avenue; thence South 45°-04′ West in the Southeast line of aforesaid Ogden Avenue a distance of 79.77 feet to an angle point in the Southeast line of aforesaid Ogden Avenue; thence South 28°-42′ West in the Southeast line of aforesaid Ogden Avenue a distance of 957.75 feet to a point; thence North 89°-54′ East a distance of 117.51 feet to a point; thence South 0°-01′ West a distance of 129.53 feet to a point in the Center line of vacated Scott Street; thence North 89°-52′ East in the aforesaid Center line of Scott Street a distance of 308.06 feet to a point; thence North a distance of 190.0 feet to a point; thence North 89°-52′ East a distance of 286.01 feet to a point; thence due South a distance of 58.40 feet to a point in the North face of 1, 2 and 3-story brick building known as the New Schiller School; (Note: the following courses are along the North and East walls of aforesaid school and the last course will be the prolongation of a brick wall) thence North 89°-52′ East a distance of 94.48 feet to a point; thence due South a distance of 23.73 feet to a point; thence North 89°-52′ East a distance of 21.37 feet to a point; thence due South a distance of 25.06 feet to a point; thence North 89°-52′ East a distance of 82.11 feet to the point of beginning in Cook County, Illinois,

and has requested, pursuant to the requirements of Section 14 of said Public Building Commission Act, that the City Council of the City of Chicago approve said enlarged site so selected, located and designated; and

WHEREAS, The City Council of the City of Chicago is unwilling to approve said site insofar as it incorporates the whole of Stanton Park therein and the existing old Schiller School for purposes of demolition and conversion to park purposes, but is willing to approve so much of said site which lies north of Evergreen Avenue and which is needed for school construction purposes and the additional parcel of land in the proximity of vacated Scott Street and vacated Vine Street which is needed for the construction of gymnasium facilities; now, therefore,

*Be It Resolved,* That the City Council of the City of Chicago does hereby approve the following site as the site to be selected, located and designated for acquisition by the Public Building Commission of Chicago for the erection and construction of a public elementary school, together with other public improvements and facilities for park, recreational, playground and other public uses:

Lots 1, 2, 3 and Lots 16 to 24, both inclusive, together with the vacated alley lying southwesterly of said Lots 2 and 3 (except that part of said lots and vacated alley taken for street), in C. J. Hull's Subdivision of Lots 115 and 117, in Butterfield's Addition to Chicago; also, Lots 1 to 8, both inclusive (except that part of said lots taken for street), in Assessor's Division of Lots 119 and 121, in Butterfield's Addition to Chicago; also, the Northwesterly 3 feet of Lot 1 in the County Clerk's Division of Lot 123, in Butterfield's Addition to Chicago, together with the vacated alley lying southeasterly of and adjoining said Northwesterly 3 feet, except that part taken for street; also, Lots 1 to 11, inclusive and Lot 14 (except that part of said lots taken for streets), in the County Clerk's Division of Lots 116, 118, 120 and 122, in said Butterfield's Addition to Chicago; also, part of Lot 3 and all of Lot 4, except part taken for street, in P. Killer's Subdivision of Lot 124 in said Butterfield's Addition to Chicago; also, part of vacated W. Schiller Street; all taken as a tract, described as follows: Commencing at a point being the intersection of the North line of W. Evergreen Avenue and the Southeast line of N. Ogden Avenue (as opened and extended pursuant to an ordinance passed by the City Council of Chicago, February 18, 1919); [Note: the North line of W. Evergreen Avenue is considered due East for the following courses]; thence due East in the North line of aforesaid Evergreen Avenue, a distance of 370 feet to a point; thence due North, a distance of 417.39 feet to a point in the Southwest line of Clybourn

Avenue; thence North 44°-56′ West in aforesaid Southwest line of Clybourn Avenue a distance of 105.92 feet to its intersection with the Southeast line of aforesaid Ogden Avenue; thence South 45°-04′ West in the Southeast line of aforesaid Ogden Avenue, a distance of 79.77 feet to an angle point in aforesaid Southeast line of Ogden Avenue; thence South 28°-42′ West in the Southeast line of aforesaid Ogden Avenue, a distance of 497.10 feet to the point of beginning; all in the West ½ of the Northwest ¼ of Section 4, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois; together with the North half of vacated Evergreen Avenue; [Note: Evergreen Avenue to be vacated.]

*Also*

That part of original Lots 68, 71 and 73 in Butterfield's Addition to Chicago in the Northwest ¼ of Section 4, Township 39 North, Range 14 East of the Third Principal Meridian and part of the West ½ of N. Vine Street all taken as a tract described as follows: [Note: the East line of aforesaid Lot 68 is considered due north for the following courses.] Commencing at a point in the East line of the West ½ of vacated N. Vine Street that is 10 feet East of and 72.81 feet North of the Southeast corner of aforesaid Lot 68; thence due north in the East line of the West ½ of aforesaid N. Vine Street a distance of 117.69 feet to a point; thence due west a distance of 197.96 feet to a point; thence due south a distance of 69.36 feet to a point in the North face of a 1, 2 and 3 story brick building known as the New Schiller School; [Note: the following courses are along the North and East walls of aforesaid school and the last course will be the prolongation East of a brick wall.]; thence North 89°-52′ East a distance of 94.48 feet to a point; thence South a distance of 23.73 feet to a point; thence due south a distance of 25.06 feet to a point; thence North 89°-52′ East a distance of 82.11 feet to the point of beginning, in Cook County, Illinois.

On motion of Alderman Keane the foregoing proposed resolution was *Adopted,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Holman, Despres, Rayner, Bohling, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Fried, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—44.

*Nays*—None.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

## Approval Given to Adjustments in Per Diem Wage Rates of City Bridge and Structural Ironworkers.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the following wage rates of per diem City employes when doing work in accordance with the titles herein specified are approved:

(1) Bridge and Structural Ironworkers, $6.85 per hour, effective June 1, 1969; $7.35 per hour, effective December 1, 1969.

(2) Bridge and Structural Ironworkers (Sub-Foremen), $7.35 per hour, effective June 1, 1969; $7.85 per hour, effective December 1, 1969.

(3) Foremen of Bridge and Structural Ironworkers, $7.35 per hour, effective June 1, 1969; $7.85 per hour, effective December 1, 1969.

(4) General Foreman of Bridge and Structural Ironworkers, $7.85 per hour, effective June 1, 1969; $8.35 per hour, effective December 1, 1969.

SECTION 2. The heads of the several departments are authorized and directed to prepare and approve payrolls in accordance herewith and the City Comptroller and the City Treasurer are authorized to pass for payment payrolls in accordance herewith when properly approved.

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Holman, Despres, Rayner, Bohling, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Fried, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—44.

*Nays*—None.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

## Exchange of Deeds of Conveyance Authorized between City of Chicago and U.S. Post Office Dept. for Relocation of Post Office Building at Chicago-O'Hare International Airport.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (referred to the committee on July 8, 1969):

WHEREAS, United States Government, acting by and through the Post Office Department has indicated a willingness to exchange real estate legally described as follows:

That part of the Northwest ¼ of Section 4, and that part of the East ½ of Section 5, Township 40 North, Range 12 East of the Third Principal Meridian in Cook County, Illinois, and more particularly described as follows:

Beginning at a point on the North line of the Northwest ¼ of Section 4, 364.32 feet East of the Northwest Corner thereof; thence Easterly along the North line of said Section 1001.46 feet to a point; thence 87° 31′ 37″ counterclockwise from the last described line 2868.80 feet to a point in the South Line of the Northwest ¼ of said Section 4; thence 92° 08′ 19″ counterclockwise from the last described line 1312.31 feet to a point in the West line of Section 4; thence South along the West line of Section 4 and the East line of Section 5, 127 feet to a point; thence Westerly into the East ½ of Section 5, 478 feet to a point; thence Northerly 200 feet; thence Westerly 321 feet; thence Northerly 704.20 feet; thence Easterly 517 feet; thence Northerly 1049.50 feet; thence North 31° 30′ East, more or less, 135.30 feet to a point; thence North 56° East, more or less, 111.70 feet to a point; thence Easterly 116.80 feet to a point in the East Line of Section 5 and the West Line of Section 4; thence continuing Easterly into the Northwest ¼ of said Section 4, 144 feet, more or less, to a point; thence Northeasterly to the point of beginning.

*Also*

The land underlying Building No. 6, more particularly described as follows:

Commencing at the Southwest Corner of the Northwest ¼ of Section 4, Township 40 North, Range 12 East of the Third Principal Meridian, thence South along the West line of Section 4 and the East line of Section 5, 127 feet to a point; thence Westerly into the East ¼ of Section 5, 478 feet to a point, thence Northerly 200 feet; thence Westerly 321 feet; thence Northerly 365 feet; thence Westerly 60 feet to the Point of Beginning; thence North 250 feet; thence West 25 feet; thence North 454 feet 6 inches; thence East 25 feet; thence North 154 feet 6 inches; thence West 25 feet; thence North 1464 feet; thence East 25 feet; thence North 379 feet 5 inches; thence West 829 feet; thence South 1362 feet; thence East 454 feet; thence South 1629 feet 2 inches; thence East 150 feet; thence North 11 feet 2 inches; thence East 225 feet to the point of beginning.

Containing in all approximately 145 acres which includes approximately 8.35 acres in new Mannheim Road.

*Legal Description*
*"Common Area"*

Commencing at the Southwest Corner of the Northwest ¼ of Section 4, Township 40 North, Range 12 East of the Third Principal Meridian, thence South along the West line of Section 4 and the East line of Section 5, 127 feet to a point: thence Westerly into the East ½ of Section 5, 478 feet to a point; thence Northerly 200 feet; thence Westerly 321 feet; thence Northerly 165 feet to the point of beginning; thence continuing North 539.2 feet; thence West 85 feet; thence South 100 feet; thence East 25 feet; thence South 250 feet; thence West 225 feet; thence South 200 feet; thence East 285 feet to point of beginning.

Containing approximately 1.86 acres.

*Legal Description of Parcels 1 and 2*

That part of the Northwest ¼ of Section 4, Township 40 North, Range 12 East of the Third Principal Meridian in Cook County, Illinois, and more particularly described as follows:

Beginning at a point on the North line of the Northwest ¼ of Section 4, 364.32 feet East of the Northwest Corner thereof; thence Easterly along the North line of said Section 1001.46 feet to a point; thence 87° 31′ 37″ counter-clockwise from the last described line 2,210 feet, more or less, to a point; thence West at a right angle from the last described line 850 feet, more or less, to a point; thence North along a line extended South, one (1) foot West of Barracks Building No. 331, 962 feet, more or less, to a point; thence West at a right angle from the last described line 500 feet, more or less, to a point in the center of old Mannheim Road; thence Northeasterly and Northerly along said Center line 1,080 feet, more or less, to the point of beginning, containing 50.79 acres, more or less.

(No legal description was provided for Parcel No. 3). It is a parcel of ground lying approximately 450 feet East of the Northeast Corner of the junction between the north-south Runway No. 3 and the southeast-northwest Runway No. 4, delineated as follows:

Beginning at the southeast corner of said parcel which is approximately 500 feet East of the southeast-northwest Runway No. 4 from a point of beginning; thence North approximately 1,950 feet; thence Northwest at an approximately 45° angle a distance of 900 feet; thence Southeast at right angles to the last described course a distance of about 300 feet; thence South approximately 550 feet; thence Southeast at an angle of about 45° from the last described course, to a point which is approximately 400 feet East of the southeast-northwest runway; thence East to the point of beginning containing approximately 36.18 acres:

for real estate hereinafter described owned by the City of Chicago and other good and valuable consideration; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Mayor in accordance with the provisions of Section 11-77-1, Chapter 24, Illinois Revised Statutes, 1967, is authorized to execute and the City Clerk to attest subject to approval of the Corporation Counsel as to form and legality, a quitclaim deed wherein certain real estate therein described is conveyed to the United States Government acting by and through the Post Office Department, said quitclaim deed to be in substantially the following form:

This indenture, made this ............................day of .................................. 1969, between the City of Chicago, a municipal corporation, County of Cook and the County of DuPage, State of Illinois, the party of the first part, and the United States of America, acting by and through the Post Office Department, the party of the second part. witnesseth: That the party of the first part, for and in consideration of the sum of one dollar ($1.00), lawful money of the United States of America, to him in hand paid by the party of the second part, the receipt whereof is hereby acknowledged and other good and valuable consideration does by these presents remise, release, and forever quitclaim, unto the party of the second part, all that certain parcel of land situated, lying and being in the County of DuPage, State of Illinois, bounded and particularly described as follows, to wit:

That part of the Addison Township Supervisor's Assessment Plat No. 1 (also known as Irving Park Farms) of part of the East ½ of the Northeast ¼ of Section 13. Township 40 North, Range 11 East of the Third Principal Meridian, together with their part of said Northeast ¼ of said Section 13, all taken as one tract, bounded and described as follows: Commencing at the point of intersection of the Southwesterly line of Lot M in said Assessment Plat No. 1 with a line drawn 66.00 feet West of and parallel with the East line of said Assessment Plat No. 1; thence North along said parallel line 750.00 feet; thence North 48 degrees 00 minutes 00 seconds West 621.684 feet to the point of intersection with the Westerly line of Division Street as shown on said

Assessment Plat #1; thence North along said Westerly line 88.81 feet: thence North 48 degrees 00 minutes 00 seconds West 704.065 feet to a line drawn 1051.222 feet West of and parallel with the East line of said Assessment Plat #1; thence South along the last described parallel line 1574.446 feet to the place of intersection with the Northeasterly line of Irving Park Road per Document #215576; thence South 77 degrees 35 minutes 00 seconds East along said Northeasterly line 149.65 feet; thence continuing along said Northeasterly line 384.00 feet along the arc of a circle of 7129.03 feet radius, convex to the Southwest, and tangent to the last described line, to the point of intersection with the Southerly extension of the aforesaid Westerly line of Division Street; thence North along said Southerly extension 17.278 feet to the point of intersection with the Southwesterly line of said Assessment Plat #1, being also the Northeasterly line of Irving Park Road; thence Southeasterly along the Northeasterly line of said Irving Park Road 169.090 feet along the arc of a circle of 3492.00 feet radius, convex to the Southwest, and whose chord bears South 81 degrees 12 minutes 46 seconds East; thence continuing Southeasterly along the Northeasterly line of said Irving Park Road South 82 degrees 36 minutes 00 seconds East 297.39 feet to the place of beginning, all in DuPage County, Illinois. Excepting therefrom that part of the air space lying above an altitude of 75 feet measured from present ground level over said parcel of land.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues, and profits thereof. To have and to hold all and singular the premises, together with the appurtenances, unto the party of the second part forever.

In witness whereof, grantor, on this...............day of...............................A.D. 1969, has hereunto set his hands, and seal.

[Signature forms omitted]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Holman, Despres, Rayner, Bohling, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Fried, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—44.

*Nays*—None.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

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## Annexation to City of Chicago Authorized of Unincorporated Territory in Secs. 1, 12 and 13 in Twsp. 40 North, Range 11 East of the 3rd P.M. in Du Page County and Part of Sec. 18, Twsp. 40 North, Range 12 East of 3rd P.M. in Cook County.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, to annex to the City of Chicago certain unincorporated and uninhabited territory in Sections 1, 12 and 13 in Township 40 North, Range 11 East of the Third Principal Meridian in Du Page County and part of Section 18, Township 40 North, Range 12 East of the Third Principal Meridian in Cook County.

On motion of Alderman Keane the said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Holman, Despres, Rayner, Bohling, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Fried, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—44.

*Nays*—None.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said ordinance as passed:

WHEREAS, The City of Chicago, a municipal corporation of the State of Illinois, is the owner of record of the lands hereinafter described; and

WHEREAS, Said lands as hereinafter described are contiguous to the City of Chicago are uninhabited and are situated in unincorporated territory; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the following described lands owned of record by the City of Chicago, a municipal corporation of the State of Illinois, being contiguous to the City of Chicago, uninhabited and unincorporated are hereby annexed to the City of Chicago and included within the corporate limits of the City of Chicago:

All those parts of Sections One (1), Twelve (12) and Thirteen (13), Township Forty (40) North, Range Eleven (11) East of the Third Principal Meridian in Du Page County, Illinois, and that part of Section Eighteen (18), Township Forty (40) North, Range Twelve (12) East of the Third Principal Meridian in Cook County, Illinois, described as follows:

Beginning at the intersection of the Easterly right of way line of the Chicago and North Western Railway as relocated in the Northwest Quarter (N.W.¼) of Section One (1), Township Forty (40) North, Range Eleven (11) East of the Third Principal Meridian and the North line of Section One (1) aforesaid; thence West along the North line of said Section One (1) to the Northwest corner thereof; thence South along the West line of Sections One (1) and Twelve (12), Township Forty (40) North, Range Eleven (11) East of the Third Principal Meridian, to the Southwest corner of said Section Twelve (12); thence East along the South line of said Section Twelve (12) to the Southeasterly right-of-way line of the former right of way of the Chicago, Milwaukee, St. Paul and Pacific Railroad as conveyed to the City of Chicago and recorded in the Office of the Recorder of Deeds of Du Page County, Illinois on March 29, 1956 as Document No. 794512; thence Northeasterly along said line of former right of way to the West line of the East Half (E.½) of the Southwest Quarter (S.W.¼) of said Section Twelve (12); thence South along the West line of said East Half (E.½) of Southwest Quarter (S.W.¼) of Section Twelve (12) to the South line of said Section; thence East along the South line of Section Twelve (12) to the East line of George E. Franzen's Garden and Orchard Addition to Bensenville, a Subdivision of part of the Northwest Quarter (N.W.¼) of Section Thirteen (13), Township Forty (40) North, Range Eleven (11) East of the Third Principal Meridian; thence South along the East line of George E. Franzen's Garden and Orchard Addition aforesaid and said East line extended South to the center line of Irving Park Road; thence Easterly along the center line of Irving Park Road to its intersection with a line drawn from a point on the North line of the Northeast Quarter (N.E.¼) of Section Thirteen (13) aforesaid, Five and Forty Hundredths (5.40) chains West of the Northeast corner of the West half (W.½) of the Northeast Quarter (N.E.¼) of said Section Thirteen (13), to a point on the South line of the Northeast Quarter (N.E.¼) of said Section Thirteen (13), Five and Thirty-four Hundredths (5.34) chains West of the Southeast corner of West Half (W.½) of Northeast Quarter (N.E.¼) of said Section Thirteen (13); thence South along the said described line to the North line of the Southeast Quarter (S.E.¼) of said Section Thirteen (13); thence South along a line parallel with the East line of the West Half (W.½) of the Southeast Quarter (S.E.¼) of said Section Thirteen (13) to the Northeasterly right-of-way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad; thence Southeasterly along said right-of-way line to the West line of East Eight (8) chains of said Section Thirteen (13); thence North along the west line of aforesaid East Eight (8) chains to the center line of Irving Park Road; thence Easterly along said center line to the East line of said Section Thirteen (13); thence North along said Section line to the South line of Lot B in Addison Township Supervisor's Assessment Plat No. 1 (also known as Irving Park Farms) of part of the East Half (E.½) of the Northeast Quarter (N.E.¼) of Section Thirteen (13) aforesaid; thence West along the South line of Lot B aforesaid and said South line extended West to the West line of Division Street; thence North along the West line of Division Street to the North line of Rest Haven Cemetery extended West; thence East along the Westerly extension of the North line of said cemetery and the North line of said cemetery to the Northeast corner thereof; thence South along the East line of said cemetery to the North line of Lot B aforesaid; thence East along the North line of said Lot B to the Northeast corner thereof, said Northeast corner being on the East line of aforementioned Section Thirteen (13); thence North along the East line of said Section Thirteen (13) to the Easterly line of the relocated right of way of the Chicago and North Western Railway; thence Westerly and Northerly along said right-of-way line to the point of beginning, in Du Page County, Illinois;

*Also*

Beginning at the intersection of the North line of Irving Park Road as shown on the Plat of Annexation to the City of Chicago and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on the 11th day of April 1956 as Document No. 16547511, and the East line of the West Fractional Half (W.Fract'l.½) of Section Eighteen (18), Township Forty (40) North, Range Twelve (12) East of the Third Principal Meridian; thence South along the East line of West Fractional Half (W.Fract'l.½) of said Section Eighteen (18) a distance of One Thousand Three Hundred Seventy-three and Forty-five Hundredths (1373.45) feet to its intersection with the Easterly right of way line of the Chicago and North Western Railway; thence Northerly along said right-of-way line to its intersection with the Southerly line of Irving Park Road as relocated as per property acquired by Document No. 16445675; thence Westerly along the Southerly line of relocated Irving Park Road to the Southwesterly corner of property taken for Irving Park Road as described in Document No. 15412102; thence Northerly along the Westerly line of property described in Document No. 15412102 to the center line of Irving Park Road; thence Westerly along the center line of Irving Park Road to the West line of Lot Twenty (20) extended South, in Frederick H. Bartlett's Irving Park Farms Subdivision of part of Lot Six (6) in Assessor's Division of the West Half (W.½) of Fractional Section Eighteen (18) aforesaid; thence North along the extension of said West line of Lot Twenty (20) and said West line of Lot Twenty (20) to the Northwest corner thereof; thence East along the North line of Lot Twenty (20) and said North line extended East to the center line of Valor Road; thence Northerly along the center line of Valor Road to the North line of Lot Thirteen (13) extended East; thence West along the extension of North line of Lot Thirteen (13) and said North line to the Northwest corner thereof; thence South along the West line of Lot Thirteen (13) to the Southwest corner thereof; thence East along the South line of Lot Thirteen (13) a distance of One Hundred (100) feet to the Northeast corner of Lot Fourteen (14); thence South along the East line of Lot Fourteen (14) and said East line extended South to the center line of Irving Park Road, all in Frederick H. Bartlett's Irving Park Farms Subdivision of part of Lot Six (6) in Assessor's Division aforesaid; thence Westerly along the center line of Irving Park Road to the West line of Fractional Section Eighteen (18) aforesaid; thence North along said West line to the Northeasterly right-of-way line of the Chicago and North Western Railway as relocated; thence Southeasterly along said right-of-way line to the North line of Irving Park Road as shown on plat of annexation aforementioned; thence East along the North line of Irving Park Road to the point of beginning, in Cook County, Illinois.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

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## Part of Division Street as Designated upon Addison Township Supervisors' Assessment Plat No. 1 in Du Page County Vacated to Permit Relocation of Post Office Building at Chicago-O'Hare International Airport.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of a public street as hereinafter described; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That all that part of Division Street as designated upon Addison Township Supervisors' Assessment Plat No. 1 (also known as Irving Park Farms) of part of the East half (E.½) of the Northeast quarter (N.E.¼) of Section 13, Township 40 North, Range 11 East of the Third Principal Meridian, in Du Page County, Illinois lying within the following described tract of land:

That part of the Addison Township Supervisors' Assessment Plat No. 1 aforesaid, together with that part of Northeast ¼ of said Section 13, all taken as a tract, bounded and described as follows:

Commencing at the point of intersection of the Southwesterly line of Lot M in said Assessment Plat No. 1 with a line drawn 66.00 feet West of and parallel with the East line of said Assessment Plat No. 1; thence North along said parallel line 750.00 feet; thence North 48 degrees 00 minutes 00 seconds West 621.684 feet to the point of intersection with the Westerly line of Division Street as shown on said Assessment Plat No. 1; thence North along said Westerly line 88.81 feet; thence North 48 degrees 00 minutes 00 seconds West 704.065 feet to a line drawn 1051.222 feet West of and parallel with the East line of said Assessment Plat No. 1; thence South along the last described parallel line 1574.446 feet to the place of intersection with the Northeasterly line of Irving Park Road per Document No. 215576; thence South 77 degrees 35 minutes 00 seconds East along said Northeasterly line 149.65 feet; thence continuing along said Northeasterly line 384.00 feet along the arc of a circle of 7129.03 feet radius, convex to the Southwest, and tangent to the last described line, to the point of intersection with the Southerly extension of the aforesaid Westerly line of Division Street; thence North along said Southerly extension 17.278 feet to the point of intersection with the Southwesterly line of said Assessment Plat No. 1, being also the Northeasterly line of Irving Park Road, thence Southeasterly along the Northeasterly line of said Irving Park Road 169.090 feet along the arc of a circle of 3492.00 feet radius, convex to the Southwest, and whose chord bears South 81 degrees 12 minutes 46 seconds East; thence continuing Southeasterly along the Northeasterly line of said Irving Park Road South 82 degrees 36 minutes 00 seconds East 297.39 feet to the place of beginning, all in Du Page County, Illinois,

be and the same is hereby vacated and closed inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. This ordinance shall be in full force and effect from and after its passage and approval.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Holman, Despres, Rayner, Bohling, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Fried, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—44.

*Nays*—None.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

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### Authority Granted for Opening New McDonough Street Through City-Owned Property Southwesterly of Chicago-O'Hare International Airport for Relocation of Proposed Post Office Building.

The Committee on Finance submitted a report recommending that the City Council adopt the following proposed resolution transmitted therewith:

WHEREAS, The public convenience and necessity requires that a public street be opened through property owned by the City of Chicago and situated southwesterly of Chicago-O'Hare International Airport; and

WHEREAS, Said public street shall be known as McDonough Street; now, therefore,

*Be It Resolved by the City Council of the City of Chicago:*

That the following described property shall be opened for use as McDonough Street:

That part of Addison Township Supervisor's Assessment Plat No. 1 (also known as Irving Park Farms) of part of the East half (E.½) of the Northeast quarter (N.E.¼) of Section 13, Township 40 North, Range 11 East of the Third Principal Meridian, in Du Page County, Illinois, described as follows:

Beginning at the point of intersection of the Southwesterly line of Lot M in said Assessment Plat No. 1 with a line drawn 66.0 feet West of and parallel with the East line of said Assessment Plat No. 1; thence North along said parallel line a distance of 750.0 feet; thence North 48 degrees - 00 minutes - 00 seconds West in a straight line (said line hereinafter referred to as "Line A") to its intersection with the East line of Division Street as designated upon aforesaid Assessment Plat No. 1; thence North along said East line of Division Street to its intersection with a line 66.0 feet Northerly of and parallel with aforesaid "Line A"; thence Southeasterly along said parallel line to its intersection with the East line of aforementioned Assessment Plat No. 1; thence South along said East line to the South line of Lot M-1 in said Assessment Plat No. 1; thence Westerly along the Southwesterly line of Lot M-1 and Lot M to the point of beginning; and

*Be It Further Resolved,* That the City Comptroller shall file or cause to be filed for record in the Office of the Recorder of Deeds of Du Page County, Illinois, a certified copy of this resolution.

On motion of Alderman Keane the foregoing proposed resolution was *Adopted,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Holman, Despres, Rayner, Bohling, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Fried, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—44.

*Nays*—None.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost*.

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### Agreement Authorized with U.S. Federal Aviation Agency for Airway Facilities Sector at Chicago Midway Airport.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Aviation and the City Comptroller, subject to approval as to form and legality of the Corporation Counsel, are authorized to execute on behalf of the City of Chicago an agreement with the United States Government (Federal Aviation Agency) said agreement to be in the following form:

[Lease form and Instructions attached to this ordinance printed on pages 5895-5897 of this Journal]

For Attachment to Lease Contract No. DOT-FA 69 CE-5317.

9. This Lease may, at the option of the Government, be renewed from year to year at an annual cost of $1,377.00 and otherwise upon the terms and conditions herein specified. The Government's option shall be deemed exercised and the Lease renewed each year for one year unless the Government gives 30 days' notice that it will not exercise its option, before this Lease or any renewal thereof expires; Provided, That no renewal thereof shall extend the period of occupancy of the premises beyond the 30th day of June 1972; and Provided Further, that adequate appropriations are available from year to year for the payment of costs.

10. This Lease supersedes Lease No. FA-67CE-4148, which expires June 30, 1969.

I, ....................., certify that I am the ................. of the Municipal corporation named in the attached agreement; that ..................... who signed said agreement on behalf of the corporation was then ............ of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

.............................. {Corporate Seal}
City Clerk

SECTION 2. This ordinance shall be in force and effect from and after its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Holman, Despres, Rayner, Bohling, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Fried, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—44.

*Nays*—None.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost*.

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### Execution of Lease Agreement Authorized with U.S.A. for Airport Traffic-Control Tower at Chicago Midway Airport.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Aviation and the City Comptroller, subject to attestation of the City Clerk and approval as to form and legality by the Corporation Counsel, are authorized to execute on behalf of the City of Chicago an Agreement with the United States Government, said Agreement to be in the following form:

[Lease form and Instructions attached to this ordinance printed on pages 5898-5900 of this Journal]

For Association with Contract No. DOT-FA69CE-5278, with City of Chicago, Illinois.

9. This lease may, at the option of the Government, be renewed from year to year at a rental of Thirteen Hundred Thirty-eight and 20/100 Dollars ($1,338.20) and otherwise upon the terms and conditions herein specified. The Government's option shall be deemed exercised and the lease renewed each year for one year unless the Government gives 30 days' notice that it will not exercise its option, before this lease or any renewal thereof expires; Provided, That no renewal thereof shall extend the period of occupancy of the premises beyond the 31st day of December, 1975; and Provided Further, that adequate appropriations are available from year to year for the payment of rentals.

10. This Lease supersedes Lease No. FA66CE-3804 which expires December 31, 1969.

I, ............................................, certify that I am the .................................... of the Municipal corporation named in the attached agreement; that .................. who signed said agreement on behalf of the corporation was then ...................................... of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

.............................. {Corporate Seal}
City Clerk

SECTION 2. This ordinance shall be in force and effect from and after its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Holman, Despres, Rayner, Bohling, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino,

(Continued on page 5901)

STANDARD FORM 2
FEBRUARY 1965 EDITION
GENERAL SERVICES
ADMINISTRATION
FPR (41 CFR) 1-16.601

## U.S. GOVERNMENT
## LEASE FOR REAL PROPERTY

DATE OF LEASE

LEASE NO. DOT-FA69CE-5317

THIS LEASE, made and entered into this date by and between

CITY OF CHICAGO, ILLINOIS

whose address is Department of Aviation,
Room 1000,
City Hall,
Chicago, Illinois 60602,

and whose interest in the property hereinafter described is that of owner,

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

Approximately 1,377 sq.ft. of space in the North end of the East lean-to to the hangar building at 6013 South Central Avenue, Midway Airport, Chicago, Cook County, Illinois.

to be used for Airway Facilities Sector,

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on July 1, 1969, through June 30, 1970, subject to termination and renewal rights as may be hereinafter set forth..

3. The Government shall pay the Lessor annual cost XXX of $ ONE THOUSAND THREE HUNDRED SEVENTY-SEVEN DOLLARS ($1,377.00) for services, at the rate of $ 114.75 per month in arrears. Cost XXX for a lesser period shall be prorated. XXX Checks shall be made payable to: the Lessor

4. Either party ~~The Government~~ may terminate this lease at any time by giving at least 30 days' notice in writing, ~~to the Lessor~~ and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

~~5. This lease may be renewed at the option of the Government, for the following terms and at the following rentals:~~

provided notice be given ~~in writing~~ to the Lessor at least ...... days before the end of the original lease term or any ~~renewal term~~; all other terms and conditions of this lease shall remain the same during any renewal term. ~~Said notice shall be computed commencing with the day after the date of mailing.~~

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

Heat, electricity for lights and convenience outlets, and water.

7. The following are attached and made a part hereof:
The General Provisions and Instructions (Standard Form 2-A, Feb.1965 edition).

Attachment containing Articles 9 and 10; and Corporate Certificate.

8. The following changes were made in this lease prior to its execution: Deletions: The word "rent" in Article 3, Page 1; Article 5, Page 1; of this form SF-2. Articles 5 and 9of Form SF-2A. Articles 1 and 12. In Article 16 of SF-2A, the words heirs, executors, and administrators were deleted. Article 4, page 1 of SF2, was changed to indicate mutuality of termination.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR

CITY OF CHICAGO, ILLINOIS

BY ......
Commissioner of (Signature) Aviation

Aporoved as to form and legality
XXXXX: ......
XXXXXXX

IN PRESENCE OF:

Comptroller (Signature)

Asst. Corporation (Address) Counsel

UNITED STATES OF AMERICA

BY A. G. Weingartner
(Signature) A. G. Weingartner

Realty Specialist
(Official title)

**STANDARD FORM 2–A**
FEBRUARY 1965 EDITION
GENERAL SERVICES
ADMINISTRATION
FPR (41 CFR) 1–16.601

# GENERAL PROVISIONS AND INSTRUCTIONS

## U.S. Government Lease for Real Property

### ~~1. Subletting the Premises.~~

~~The Government may sublet any part of the premises but shall not be relieved from any obligations under this lease by reason of any such subletting.~~

### 2. Maintenance of Premises.

The Lessor shall maintain the demised premises, including the building and any and all equipment, fixtures, and appurtenances, furnished by the Lessor under this lease in good repair and tenantable condition, except in case of damage arising from the act or the negligence of the Government's agents or employees. For the purpose of "so maintaining said premises and property, the Lessor may at reasonable times, and with the approval of the authorized Government representative in charge, enter and inspect the same and make any necessary repairs thereto.

### 3. Damage by Fire or Other Casualty.

If the said premises be destroyed by fire or other casualty this lease shall immediately terminate. In case of partial destruction or damage, so as to render the premises untenantable, as determined by the Government, the Government may terminate the lease by giving written notice to the Lessor within fifteen (15) days thereafter; if so terminated no rent shall accrue to the Lessor after such partial destruction or damage; and if not so terminated the rent shall be reduced proportionately by supplemental agreement hereto effective from the date of such partial destruction or damage.

### 4. Alterations.

The Government shall have the right during the existence of this lease to make alterations, attach fixtures and erect additions, structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, upon or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government.

### 5. ~~Condition Report.~~

~~A joint physical survey and inspection report of the demised premises shall be made as of the effective date of this lease, reflecting the then present condition, and will be signed on behalf of the parties hereto.~~

### 6. Covenant Against Contingent Fees.

The Lessor warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Lessor for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this lease without liability or in its discretion to deduct from the rental price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee. (Licensed real estate agents or brokers having listings on property for rent, in accordance with general business practice, and who have not obtained such licenses for the sole purpose of effecting this lease, may be considered as bona fide employees or agencies within the exception contained in this clause.)

### 7. Officials Not to Benefit.

No Member of or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this lease contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this lease contract if made with a corporation for its general benefit.

### 8. Assignment of Claims.

Pursuant to the provisions of the Assignment of Claims Act of 1940, as amended (31 U.S.C. 203, 41 U.S.C. 15), if this lease provides for payments aggregating $1,000 or more, claims for monies due or to become due the Lessor from the Government under this contract may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency, and may thereafter be further assigned or reassigned to any such institution. Any such assignment or reassignment shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party, except that any such assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in such financing. Notwithstanding any provisions of this contract, payments to an assignee of any monies due or to become due under this contract shall not, to the extent provided in said Act, as amended, be subject to reduction or set-off.

### 9. ~~Equal Opportunity Clause.~~

~~(The following clause is applicable unless this contract is exempt under the rules and regulations of the President's Committee on Equal Employment Opportunity (41 CFR, Chapter 60).)~~

~~During the performance of this contract (Lease), the Contractor (Lessor) agrees as follows:~~

~~(a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.~~

~~(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.~~

~~(c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the said labor union or workers' representative of the Contractor's commitments under this nondiscrimination clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.~~

~~(d) The Contractor will comply with all provisions of Executive Order No. 10925 of March 6, 1961, as amended, and of the rules, regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.~~

~~(e) The Contractor will furnish all information and reports required by Executive Order No. 10925 of March 6, 1961, as amended, and by the rules, regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Committee for purposes of investigation to ascertain compliance with such rules, regulations, and orders.~~

~~(f) In the event of the Contractor's noncompliance with the nondiscrimination clause of this contract or with any of~~

~~the said rules, regulations, or orders, this contract may be~~ canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 10925 of March 6, 1961, as amended, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

(g) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to section 303 of Executive Order No. 10925 of March 6, 1961, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to ~~protect the interests of the United States.~~

10. FACILITIES NONDISCRIMINATION.

(a) As used in this section, the term "facility" means stores, shops, restaurants, cafeterias, restrooms, and any other facility of a public nature in the building in which the space covered by this lease is located.

(b) The Lessor agrees that he will not discriminate by segregation or otherwise against any person or persons because of race, creed, color, or national origin in furnishing, or by refusing to furnish, to such person or persons the use of any facility, including any and all services, privileges, accommodations, and activities provided thereby. Nothing herein shall require the furnishing to the general public of the use of any facility customarily furnished by the Lessor solely to tenants, their employees, customers, patients, clients, guests and invitees.

(c) It is agreed that the Lessor's noncompliance with the provisions of this section shall constitute a material breach of this lease. In the event of such noncompliance, the Government may take appropriate action to enforce compliance, may terminate this lease, or may pursue such other remedies as may be provided by law. In the event of termination, the Lessor shall be liable for all excess costs of the Government in acquiring substitute space, including but not limited to the cost of moving to such space. Substitute space shall be obtained in as close proximity to the Lessor's building as is feasible and moving costs will be limited to the actual expenses thereof as incurred.

(d) It is further agreed that from and after the date hereof the Lessor will, at such time as any agreement is to be entered into or a concession is to be permitted to operate, include or require the inclusion of the foregoing provisions of this section in every such agreement or concession pursuant to which any person other than the Lessor operates or has the right to operate any facility. Nothing herein contained, however, shall be deemed to require the Lessor to include or require the inclusion of the foregoing provisions of this section in any existing agreement or concession arrangement or one in which the contracting party other than the Lessor has the unilateral right to renew or extend the agreement or arrangement, until the expiration of the existing agreement or arrangement and the unilateral right to renew or extend. The Lessor also agrees that it will take any and all lawful actions as expeditiously as possible, with respect to any such agreement as the contracting agency may direct, as a means of enforcing the intent of this section, including, but not limited to, termination of the agreement or concession and institution of court action.

11. EXAMINATION OF RECORDS.

(NOTE.—This provision is applicable if this lease was negotiated without advertising.)

(a) The Lessor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of 3 years after final payment under this lease, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Lessor involving transactions related to this lease.

(b) The Lessor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the Comptroller General of the United States or his representatives shall, until the expiration of 3 years after final payment under this lease with the Government, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor involving transactions related to the subcontract.

~~12. APPLICABLE CODES AND ORDINANCES.~~

The Lessor, as part of the rental consideration, agrees to comply with all codes and ordinances applicable to the ownership and operation of the building in which the leased space is situated and, at his own expense, to obtain all necessary ~~permits and related items.~~

13. INSPECTION.

At all times after receipt of Bids, prior to or after acceptance of any Bid or during any construction, remodeling or renovation work, the premises and the building or any parts thereof, upon reasonable and proper notice, shall be accessible for inspection by the Contracting Officer, or by architects, engineers, or other technicians representing him, to determine whether the essential requirements of the solicitation or the lease requirements are met.

14. ECONOMY ACT LIMITATION.

If the rental specified in this lease exceeds $2,000 per annum, the limitation of Section 322 of the Economy Act of 1932, as amended (40 U.S.C. 278a), shall apply.

15. FAILURE IN PERFORMANCE.

In the event of failure by the Lessor to provide any service, utility, maintenance or repairs required under this lease, the Government shall have the right to secure said services, utilities, maintenance or repairs and to deduct the cost thereof from rental payments.

16. LESSOR'S SUCCESSORS.

The terms and provisions of this lease and the conditions herein shall bind the Lessor, and the Lessor's ~~heirs, executors, administrators~~, successors, and assigns.

17. INSTRUCTIONS.

(a) Whenever the lease is executed by an attorney, agent, or trustee on behalf of the Lessor, two authenticated copies of his power of attorney, or other evidence to act on behalf of the Lessor, shall accompany the lease.

(b) When the Lessor is a partnership, the names of the partners composing the firm shall be stated in the body of the lease. The lease shall be signed with the partnership name, followed by the name of the partner signing the same.

(c) Where the Lessor is a corporation, the lease shall be signed with the corporate name, followed by the signature and title of the officer or other person signing the lease on its behalf, duly attested, and, if requested by the Government evidence of this authority so to act shall be furnished.

(d) When deletions or other alterations are made specific notation thereof shall be entered under clause ~~7~~ 8 of the lease before signing.

(e) If the property leased is located in a State requiring the recording of leases, the Lessor shall comply with all such statutory requirements at Lessor's expense.

☆ U.S. GOVERNMENT PRINTING OFFICE : 1965 O—779-396

STANDARD FORM 2
FEBRUARY 1965 EDITION
GENERAL SERVICES
ADMINISTRATION
FPR (41 CFR) 1-16.601

## U.S. GOVERNMENT
## LEASE FOR REAL PROPERTY

DATE OF LEASE

LEASE NO. DOT-FA69CE-5278

THIS LEASE, made and entered into this date by and between

THE CITY OF CHICAGO, ILLINOIS,

whose address is Department of Aviation, City Hall,
Chicago, Illinois 60602,

and whose interest in the property hereinafter described is that of owner,

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:
Approximately 3,343 sq.ft. of floor space in the Terminal Building on Midway Airport, Cook County, Chicago, Illinois. Areas of use are as follows:

| | |
|---|---|
| 5th Floor Cab | 220 sq.ft. |
| 4th Floor IFR Room and adjacent areas | 843 sq.ft. |
| 3rd Floor all areas | 2,280 sq.ft. |
| APPROX. TOTAL | 3,343 sq.ft. |

Power Room - Engine Generator

to be used for Airport Traffic Control Tower.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on January 1, 1970 through June 30, 1970, subject to termination and renewal rights as may be hereinafter set forth., and in accordance with the terms of the Grant Agreement between the City and the Government.

3. The Government shall pay the Lessor annual cost XXX of $ 1338.20 for services, (THIRTEEN HUNDRED THIRTY-EIGHT AND 20/100 DOLLARS),
at the rate of $ 1338.20 per annum in arrears.
Payment XXX for a lesser period shall be prorated. XXX checks shall be made payable to: the "City of Chicago, Illinoi at the end of each Government fiscal year.

4. Either party XXXXXXXXX may terminate this lease at any time by giving at least 30 days' notice in writing, XXXXXXXX and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

~~5. This lease may be renewed at the option of the Government, for the following terms and at the following rentals:~~

provided notice be given in writing to the Lessor at least ........ days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term. ~~Said notice shall be computed commencing with the day after the date of mailing.~~

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

Heat, water, and electricity for that portion of the lights now being furnished.

7. The following are attached and made a part hereof:
The General Provisions and Instructions (Standard Form 2-A, Feb. 1965 edition).

Attachment containing Articles 9 and 10.
Corporate Certificate.

8. The following changes were made in this lease prior to its execution:
In Article 3, page 1, the word "rent" was deleted and the words "cost" and "payment" were added.
Article 5 on Page 1 of the Lease was deleted.
Articles 5 and 9 of Standard Form 2A were deleted together with Articles 1 and 12.
In Article 16 of SF-2A, the words heirs, executors, and administrators, were deleted. Article 4, page 1 of SF2, was changed to indicate mutuality of terminatior

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR

CITY OF CHICAGO, ILLINOIS

Approved as to form and legality:

BY ............ Commissioner of (Signature) Aviation
~~Title:~~ ............ XXXXXX

XXXXXXXX:

Comptroller (Signature)
Asst Corporation (Address) Counsel

UNITED STATES OF AMERICA

BY A. G. Weingartner (Signature) A.G.Weingartner
Realty Specialist (Official title)

STANDARD FORM 2–A
FEBRUARY 1965 EDITION
GENERAL SERVICES
ADMINISTRATION
FPR (41 CFR) 1–16.601

# GENERAL PROVISIONS AND INSTRUCTIONS

## U.S. Government Lease for Real Property

~~1. SUBLETTING THE PREMISES.~~

The Government may sublet any ~~part of~~ the premises but shall not be relieve~~d~~ from any obligations under this lease ~~by reason of any such subletting.~~

2. MAINTENANCE OF PREMISES.

The Lessor shall maintain the demised premises, including the building and any and all equipment, fixtures, and appurtenances, furnished by the Lessor under this lease in good repair and tenantable condition, except in case of damage arising from the act or the negligence of the Government's agents or employees. For the purpose of so maintaining said premises and property, the Lessor may at reasonable times, and with the approval of the authorized Government representative in charge, enter and inspect the same and make any necessary repairs thereto.

3. DAMAGE BY FIRE OR OTHER CASUALTY.

If the said premises be destroyed by fire or other casualty this lease shall immediately terminate. In case of partial destruction or damage, so as to render the premises untenantable, as determined by the Government, the Government may terminate the lease by giving written notice to the Lessor within fifteen (15) days thereafter; if so terminated no rent shall accrue to the Lessor after such partial destruction or damage; and if not so terminated the rent shall be reduced proportionately by supplemental agreement hereto effective from the date of such partial destruction or damage.

4. ALTERATIONS.

The Government shall have the right during the existence of this lease to make alterations, attach fixtures and erect additions, structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, upon or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government.

~~5. CONDITION REPORT.~~

A joint physical survey and ~~inspection report~~ of the demised premises shall ~~be made as of~~ the effective date of this lease, ~~reflecting the~~ then present condition, and will be ~~signed on behalf of the parties hereto.~~

6. COVENANT AGAINST CONTINGENT FEES.

The Lessor warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Lessor for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this lease without liability or in its discretion to deduct from the rental price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee. (Licensed real estate agents or brokers having listings on property for rent, in accordance with general business practice, and who have not obtained such licenses for the sole purpose of effecting this lease, may be considered as bona fide employees or agencies within the exception contained in this clause.)

7. OFFICIALS NOT TO BENEFIT.

No Member of or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this lease contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this lease contract if made with a corporation for its general benefit.

8. ASSIGNMENT OF CLAIMS.

Pursuant to the provisions of the Assignment of Claims Act of 1940, as amended (31 U.S.C. 203, 41 U.S.C. 15), if this lease provides for payments aggregating $1,000 or more, claims for monies due or to become due the Lessor from the Government under this contract may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency, and may thereafter be further assigned or reassigned to any such institution. Any such assignment or reassignment shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party, except that any such assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in such financing. Notwithstanding any provisions of this contract, payments to an assignee of any monies due or to become due under this contract shall not, to the extent provided in said Act, as amended, be subject to reduction or set-off.

~~9. EQUAL OPPORTUNITY CLAUSE.~~

(The following clause is applicable unless this contract is exempt under the rules and regulations of the President's Committee on Equal Employment Opportunity (41 CFR, Chapter 60).)

During the performance of this contract (Lease), the Contractor (Lessor) agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the said labor union or workers' representative of the Contractor's commitments under this nondiscrimination clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of Executive Order No. 10925 of March 6, 1961, as amended, and of the rules, regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

(e) The Contractor will furnish all information and reports required by Executive Order No. 10925 of March 6, 1961, as amended, and by the rules, regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Committee for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Contractor's noncompliance with ~~the nondiscrimination clause of this contract or with any of~~

~~the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 10925 of March 6, 1961, as amended, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.~~

~~(g) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to section 303 of Executive Order No. 10925 of March 6, 1961, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.~~

10. FACILITIES NONDISCRIMINATION.

(a) As used in this section, the term "facility" means stores, shops, restaurants, cafeterias, restrooms, and any other facility of a public nature in the building in which the space covered by this lease is located.

(b) The Lessor agrees that he will not discriminate by segregation or otherwise against any person or persons because of race, creed, color, or national origin in furnishing, or by refusing to furnish, to such person or persons the use of any facility, including any and all services, privileges, accommodations, and activities provided thereby. Nothing herein shall require the furnishing to the general public of the use of any facility customarily furnished by the Lessor solely to tenants, their employees, customers, patients, clients, guests and invitees.

(c) It is agreed that the Lessor's noncompliance with the provisions of this section shall constitute a material breach of this lease. In the event of such noncompliance, the Government may take appropriate action to enforce compliance, may terminate this lease, or may pursue such other remedies as may be provided by law. In the event of termination, the Lessor shall be liable for all excess costs of the Government in acquiring substitute space, including but not limited to the cost of moving to such space. Substitute space shall be obtained in as close proximity to the Lessor's building as is feasible and moving costs will be limited to the actual expenses thereof as incurred.

(d) It is further agreed that from and after the date hereof the Lessor will, at such time as any agreement is to be entered into or a concession is to be permitted to operate, include or require the inclusion of the foregoing provisions of this section in every such agreement or concession pursuant to which any person other than the Lessor operates or has the right to operate any facility. Nothing herein contained, however, shall be deemed to require the Lessor to include or require the inclusion of the foregoing provisions of this section in any existing agreement or concession arrangement or one in which the contracting party other than the Lessor has the unilateral right to renew or extend the agreement or arrangement, until the expiration of the existing agreement or arrangement and the unilateral right to renew or extend. The Lessor also agrees that it will take any and all lawful actions as expeditiously as possible, with respect to any such agreement as the contracting agency may direct, as a means of enforcing the intent of this section, including, but not limited to, termination of the agreement or concession and institution of court action.

11. EXAMINATION OF RECORDS.

(NOTE.—This provision is applicable if this lease was negotiated without advertising.)

(a) The Lessor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of 3 years after final payment under this lease, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Lessor involving transactions related to this lease.

(b) The Lessor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the Comptroller General of the United States or his representatives shall, until the expiration of 3 years after final payment under this lease with the Government, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor involving transactions related to the subcontract.

~~12. APPLICABLE CODES AND ORDINANCES.~~

~~The Lessor, as part of the rental consideration, agrees to comply with all codes and ordinances applicable to the ownership and operation of the building in which the leased space is situated and, at his own expense, to obtain all necessary permits and related items.~~

13. INSPECTION.

At all times after receipt of Bids, prior to or after acceptance of any Bid or during any construction, remodeling or renovation work, the premises and the building or any parts thereof, upon reasonable and proper notice, shall be accessible for inspection by the Contracting Officer, or by architects, engineers, or other technicians representing him, to determine whether the essential requirements of the solicitation or the lease requirements are met.

14. ECONOMY ACT LIMITATION.

If the rental specified in this lease exceeds $2,000 per annum, the limitation of Section 322 of the Economy Act of 1932, as amended (40 U.S.C. 278a), shall apply.

15. FAILURE IN PERFORMANCE.

In the event of failure by the Lessor to provide any service, utility, maintenance or repairs required under this lease, the Government shall have the right to secure said services, utilities, maintenance or repairs and to deduct the cost thereof from rental payments.

16. LESSOR'S SUCCESSORS.

The terms and provisions of this lease and the conditions herein shall bind the Lessor, and the Lessor's ~~heirs, executors, administrators~~, successors, and assigns.

17. INSTRUCTIONS.

(a) Whenever the lease is executed by an attorney, agent, or trustee on behalf of the Lessor, two authenticated copies of his power of attorney, or other evidence to act on behalf of the Lessor, shall accompany the lease.

(b) When the Lessor is a partnership, the names of the partners composing the firm shall be stated in the body of the lease. The lease shall be signed with the partnership name, followed by the name of the partner signing the same.

(c) Where the Lessor is a corporation, the lease shall be signed with the corporate name, followed by the signature and title of the officer or other person signing the lease on its behalf, duly attested, and, if requested by the Government evidence of this authority so to act shall be furnished.

(d) When deletions or other alterations are made specific notation thereof shall be entered under clause ~~9~~ 8 of the lease before signing.

(e) If the property leased is located in a State requiring the recording of leases, the Lessor shall comply with all such statutory requirements at Lessor's expense.

★ U.S. GOVERNMENT PRINTING OFFICE : 1965 O—779-396

STANDARD FORM 2-A
FEBRUARY 1965 EDITION

(Continued from page 5894)

Simon, Fried, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—44.

*Nays*—None.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost*.

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## Execution of Cargo and Maintenance Facilities Lease Authorized with Delta Air Lines, Inc. at Chicago Midway Airport.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Mayor, subject to attestation by the City Clerk, approval of the Commissioner of Aviation and the City Comptroller, and as to form and legality of the Corporation Counsel, is authorized to execute on behalf of the City of Chicago a Cargo and Maintenance Facilities Lease with Delta Air Lines, Inc., at Chicago Midway Airport, said lease to be in the following form:

This Lease, made and entered into as of this.... day of ..............., by and between the City of Chicago, a municipal corporation of the State of Illinois (hereinafter referred to as "City"), and Delta Air Lines, Inc., a corporation organized and existing under and by virtue of the laws of the State of Delaware (hereinafter referred to as "Airline"):

WITNESSETH:

Whereas, City operates the airport known as Chicago Midway Airport (a plat of said airport being attached as Exhibit A to the agreement of October 16, 1967, entitled and hereinafter referred to as the Airport Use Agreement, between City and Airline), situated in the County of Cook, State of Illinois (hereinafter, together with any additions thereto or enlargements thereof, whether or not made with corporate funds of City, Government Grants in Aid, or any other funds of any nature whatsoever, referred to as the "Airport"), with the power to lease premises and facilities and to grant rights and privileges with respect thereto, all as hereinafter provided; and

Whereas, Airline is engaged in the business of air transportation and desires to lease Cargo and Maintenance Facilities at the Airport and to obtain certain rights and privileges with respect thereto, all as hereinafter provided; and

Whereas, City is willing to lease such space and to grant rights and privileges with respect thereto to Airline, upon the terms and conditions hereinafter provided;

Now, Therefore, for and in consideration of the premises (which are incorporated into the body of this Lease as fully as if they were set forth therein) and of the mutual covenants and agreements herein contained, and other valuable considerations, the parties hereto covenant and agree as follows:

### *Article I*

*Section 1.01. Lease of Premises.* City does hereby lease to Airline, and Airline does hereby lease from City a parcel of land legally described as follows to wit:

That part of Section 16, Township 38 North, Range 13 East of the 3rd P.M.—Beginning at a point in the North line of West 63rd Street, said point being 33 feet North of the South line of Section 16, and 2066.33 feet West of the East line of said Section 16—thence North along a line which is perpendicular with the North line of West 63rd Street, a distance of 200 feet—thence West along a line parallel to the South line of said Section 16, a distance of 230 feet—thence South along a line a distance of 200 feet to a point in the North line of West 63rd Street, said point being 2296.33 feet West of the East line of said Section 16 and 33 feet North of the South line of said Section 16—thence East a distance of 230 feet along a line which is 33 feet North of and parallel to the South line of said Section 16 to the point of beginning, said above last described line being the North line of West 63rd Street,

(hereinafter, together with any buildings and improvements now or hereafter located thereon, referred to as the "Demised Premises") located at the Airport and shown as outlined on Exhibit "A" attached hereto, together with the facilities, rights and privileges hereinafter described.

*Section 1.02. Use of Premises.* Airline is hereby granted the use of the demised premises, subject to the terms and provisions hereof and to rules and regulations promulgated by City for any and all purposes reasonably necessary or convenient in connection with the conduct by Airline of air transportation, including, without limitation, the following:

(a) the repairing, maintenance, conditioning, testing, parking, moving and storage of aircraft and other equipment operated by Airline;

(b) the loading and unloading of persons, property, cargo and mail upon or from aircraft operated by Airline; provided, however, such loading and unloading shall not be so conducted as to constitute use of the demised premises as a substitute for normal passenger terminal area operations;

(c) the servicing of aircraft and other equipment operated by Airline with gasoline, oil, greases, lubricants and other fuel or propellant, and with foods, beverages and other supplies and materials;

(d) the training of personnel in its employ or under its direction;

(e) the maintenance and operation with respect to compliance with applicable safety requirements, of facilities and equipment for storage, handling and dispensing of gasoline, oil, greases, lubricants and any other supplies and material shall be subject to the approval of the Commissioner of Aviation;

(f) the maintenance and operation of communication, meteorological and aerial navigation facilities and equipment, provided, the exercise of such right does not interfere with City's operation of the Airport for the benefit of all aircraft using the Airport;

(g) the maintenance and operation of a private cafeteria, restaurant and other food and beverage preparing and dispensing facilities and equipment for the purpose of preparing and serving foods and beverages for consumption by Airline's employees and invitees and for consumption on aircraft operated by Airline; provided, however, that nothing contained in this subparagraph (g) shall be deemed to give Airline the right to maintain or operate a public cafeteria, restaurant or other food and beverage preparing and dispensing facilities and equipment for the purpose of selling food or beverages to the public as a caterer or otherwise;

(h) the maintenance and operation of automobile parking areas on the demised premises for the parking of automobiles by Airline's employees and invitees;

(i) the maintenance and operation of reservations offices, administrative offices and operations offices;

(j) the sale, disposal or exchange of Airline's aircraft, engines, accessories, gasoline, oil, greases, lubricants, other fuel or propellant, other equipment or supplies, and any articles or goods used by or acquired for use by Airline in connection with its conduct of air transportation; provided, however, that Airline shall not sell, dispose of or exchange any such items to others than its employees or scheduled air transportation operators, unless such items represent surplus items at the time no longer reasonably necessary in connection with the conduct by Airline of its air transportation business; and provided further, that Airline shall not sell, dispose of or exchange gasoline, oil, greases, lubricants, fuel or propellants, except to a subsidiary or affiliated company or to other scheduled air transportation companies;

(k) the purchase or otherwise obtaining and using of property of any nature, reasonably necessary or convenient for its operations, from any supplier of its choice; and

(l) the maintenance and operation of demised Cargo and Maintenance buildings, facilities and equipment and the carrying on of activities reasonably necessary or convenient in connection with the foregoing;

provided, however, that the foregoing shall not permit the conduct by Airline of any business separate from its operation of an air transportation system; and further provided, that the rights conferred under this Article I may be exercised by Airline alone or in conjunction with other Airline Parties, directly or through another designated by it or them, excepting that the rights conferred by subparagraph (c) above to service aircraft and other equipment with gasoline, oil, greases, lubricants, and other fuel or propellant may be exercised by Airline in conjunction with other Airline Parties, either directly or through another designated by them, only with respect to aircraft and other equipment operated by Airline Parties.

*Section 1.03. Ingress and egress.* Subject to rules and regulations promulgated by City, Airline shall have the right and privilege over the Airport of ingress to and egress from the demised premises for its employees, agents, passengers, guests, patrons and invitees, its or their suppliers of materials and furnishers of service, and its or their aircraft, equipment, vehicles, machinery and other property. Except as herein otherwise specifically provided, no charges, fees or tolls of any nature, direct or indirect, shall be imposed by City upon Airline, its employees, agents, passengers, guests, patrons and invitees, its or their suppliers of materials and furnishers of service, for such right of ingress and egress, or for the privilege of purchasing, selling or using any materials or services purchased or otherwise obtained by Airline, or transporting, loading, unloading or handling persons, property, cargo, or mail in connection with Airline's business or exercising any right or privilege granted by City hereunder. The foregoing shall not preclude City or its concessionaires from making and collecting a charge for the use of public automobile parking areas, sightseeing facilities or ground transportation to or from the Airport furnished by City or its concessionaires, or preclude City from imposing any tax, permit or license fee not inconsistent with the rights and privileges granted to Airline hereunder.

*Section 1.04. Conduct of operations for other Airline Parties.* The demised premises may also be used by Airline from time to time on behalf of or in conjunction with any other Airline Party or Parties in connection with the conduct of air transportation by such other Airline Party or Parties, to the same extent as Airline is entitled to use the demised premises in its own behalf in connection with its conduct of air transportation, and in such case the rights and privileges granted hereunder to Airline, its employees, agents, passengers, guests, patrons and invitees and its or their suppliers of materials and furnishers of service shall, to the same extent, be granted to such other Airline Party's or Parties' employees, agents, passengers, guests, patrons and invitees, and its or their suppliers of materials and furnishers of service; provided, however, no such use shall be permitted without the consent of the Commissioner of Aviation, if such use involves payment to Airline by any such other Airline Party of an amount greater than Airline's estimated expenses with respect to space, facilities and services used by or furnished to such other Airline Party.

Airline shall not sublease any part or parcel of the demised premises or permit the use or occupancy of any part or parcel of the demised premises (except by other "Airport Use Agreement Parties" as set forth herein) except upon the prior written approval of, and subject to such other terms and conditions as may be imposed by the Commissioner of Aviation and the City Council, in each instance.

### *Article II*

The term of this Lease shall be for a period commencing on ......................, the first calendar day of the month following............, the date of the approval of this Lease by the City Council of the City of Chicago and terminating on December 31, 1974. Airline shall have the option to extend the term of this Agreement for a period terminating on December 31, 1979, upon the same terms and conditions in effect as of December 31, 1974, provided only that Airport is not at that time operating at a deficit as determined in accordance with the sound accounting practices by the City Comptroller and further provided such option is exercised by written notice from Airline to City at any time prior to three (3) months before the date of expiration of this Agreement.

### *Article III*

Airline shall, on or before the first day of each calendar month during the term hereof, pay to City, at the office of the City Comptroller of City, a monthly rental of Two Hundred Ninety-one and 67/100 Dollars ($291.67). Payment of rent shall begin on the same calendar day that the term of the Lease commences.

Notwithstanding the foregoing, if any rental commences otherwise than as of the first day of any month or terminates prior to the last day of any month, rental for such month shall be determined on a pro rata basis according to the number of days of such month involved, and any required payment or refund for such month shall be made as promptly as practicable.

Airline shall pay, in addition to the rents above specified, all water rates, taxes and assessments, general and special, lawfully levied or assessed upon the demised premises, or any part thereof, or upon any buildings or improvements at any time situated thereon, or lawfully levied or assessed upon the leasehold interest created hereby, during the term of this lease.

### *Article IV*

*Section 4.01. Construction, maintenance and repair by Airline.* Airline may construct or install on the demised premises, at its own expense, any buildings, improvements (including pavements), facilities and equipment, and any additions thereto, reasonably necessary or convenient in connection with any use, permitted under the provisions of this Lease, by Airline of the demised premises. All such construction or installation shall be made after obtaining any requisite building or construction licenses or permits. Plans and specifications of any such proposed construction or installation (including any substantial alteration or addition thereto) shall be submitted to and receive the approval of the Commissioner of Aviation and the Commissioner of Public Works prior to the commencement of construction or installation. Any advertising signs installed by Airline shall be limited to those which advertise air transportation, and the number, general type, size, design and location of such signs shall be subject to the approval of the Commissioner of Aviation.

Airline shall keep and maintain all buildings, improvements and facilities and additions thereto constructed or installed by it on the demised premises in good condition and repair, reasonable wear and tear excepted. No restrictions shall be placed on Airline as to the architects, builders or contractors who may be employed by it in connection with any construction, installation, alteration, repair or maintenance of any such buildings, improvements, facilities and additions.

Notwithstanding the foregoing, Airline shall keep the demised premises and all construction and installations made thereon by Airline in a sanitary and sightly condition, and shall comply with all health and safety requirements applicable thereto.

All construction or installation by Airline, pursuant to any right granted to it hereunder, which is made on any area outside the demised premises shall be made, kept and maintained by Airline in the same manner and under the same conditions as construction or installation by Airline on the demised premises.

*Section 4.02. Covenant against liens.* Airline shall keep the demised premises and the buildings, improvements and facilities constructed thereon by Airline free and clear of any and all liens in any way arising out of the construction, improvements or use thereof by Airline, provided, however, that Airline may in good faith contest the validity of any lien.

*Section 4.03. Performance by City upon failure of Airline to maintain.* In the event Airline fails to perform for a period of thirty (30) days after written notice from City so to do, any obligation required by this Article IV to be performed by Airline, City may enter the premises involved (without such entering causing or constituting a termination of this Lease or an interference with the possession of said premises by Airline) and do all things necessary to perform such obligation, charging to Airline the cost and expense thereof and Airline agrees to pay City such charge in addition to any other amounts payable by Airline hereunder; provided, however, that if Airline's failure to perform any such obligation endangers the safety of the public or of employees of City, and City so states in its notice to Airline, City may perform such obligation of Airline at any time after the giving of such notice and charge to Airline, and Airline shall pay, as aforesaid, the cost and expense of such performance.

*Section 4.04. Access by City.* Airline shall allow City, its officers, agents or employees, free access to the demised premises for the purpose of examining the same to ascertain if Airline is performing its obligations hereunder with respect thereto.

*Section 4.05. Equal Opportunity.* Airline agrees that in performing under this agreement and other agreements with City it shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, age, or national origin, nor otherwise commit an unfair employment practice. Airline further agrees that this article will be incorporated by Airline in all contracts entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this agreement. Attention is called to Executive Order 11246 issued September 24, 1965, 3 CFR p. 567, 1966; The Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241 et sub.; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 1967, CH. 38, Secs. 13-1 to 13-4 inclusive; July 8, 1933, Ill. Rev. Stat. 1967, CH. 29, Secs. 17 to 24 inclusive; and July 21, 1961, Ill. Rev. Stat. 1967, CH.48, Secs. 851 to 866 inclusive, and an ordinance passed by the City Council of the City of Chicago, August 21, 1945, page 3877 of the Journal of the Proceedings.

To demonstrate compliance Airline and its contractors and subcontractors will furnish such reports and information as requested by the Chicago Commission on Human Relations.

### *Article V*

*Section 5.01. Maintenance and Operation.* City shall operate and maintain, in all respects in a manner consistent with that of a reasonably prudent operator of an airport and keep in good condition and repair (including the removal of snow, vegetation, stones and other foreign matter as reasonably as may be done) all facilities and equipment now or hereafter provided by City, at or in connection with or serving the demised premises.

*Section 5.02. Quiet Enjoyment.* City agrees that Airline, performing its obligations hereunder, shall be entitled to and shall have the quiet possession and enjoyment of the premises, rights and privileges leased to it hereunder, subject, however, to the provisions hereof.

*Section 5.03. Performance by Airline upon failure of City to maintain and operate.* In the event City fails to perform, for a period of thirty (30) days after notice from Airline so to do, any obligation required to be performed by City, Airline may perform such obligation of City and deduct the cost to Airline of such performance from any amounts due hereunder or otherwise from Airline to City; provided, however, that if City's failure to perform any such obligation endangers the safety of Airline's operations at the Airport and Airline so states in its notice to City, Airline may perform such obligation of City at any time after the giving of such notice and deduct, as aforesaid, its cost of such performance. City, however, shall not be liable to Airline for any loss of revenues to Airline resulting from any of City's acts, omissions or neglect in the maintenance and operation by it of the Airport or any facilities now or hereafter connected therewith.

*Article VI*

Airline agrees to indemnify City and keep in force insurance insuring Airline and City as provided in Article X of the Airport Use Agreement.

Airline shall, at its own expense, keep in force insurance upon buildings and improvements which are of a character customarily insured and which are at any time located on the demised premises or constructed or installed by Airline, pursuant to any right granted to it hereunder, on any area off the demised premises. Such insurance shall (a) be issued by a company or companies of sound and adequate financial responsibility, (b) name City and Airline as assureds thereunder as their respective interests may appear, (c) be in an amount equal to ninety per cent (90%) of the insurable value of such buildings and improvements, and (d) cover such hazards as are insured against by fire and extended coverage insurance of the character customarily in force at the time in the area of Chicago, Illinois, upon buildings and improvements of similar character, and such other hazards as would normally be insured against under similar circumstances by a reasonably prudent owner of such buildings and improvements. Airline shall furnish to City certificates evidencing such insurance.

Should any building or improvement located on the demised premises or constructed or installed by Airline, pursuant to any right granted to it hereunder, on any area off the demised premises, be damaged or destroyed and any insurance proceeds are payable by reason thereof, Airline shall, with due diligence, use such insurance proceeds for the repair of such damage or destruction in conformity, in so far as practicable, with the original plans and specifications of such damaged or destroyed building or improvement, subject to any modifications of such plans and specifications agreed to by the Commissioner of Public Works and Airline, it being understood, however, that Airline shall not be required to expend for such repair an amount in excess of such insurance proceeds paid. In the event the damage or destruction is not capable of being repaired within 120 days after the date thereof, either because of insufficiency of such insurance proceeds or otherwise, Airline may, by notice to City given within 60 days after such damage or destruction, elect not to repair the same and in such event, Airline shall cause such building or improvement to be demolished to the ground level and the debris removed, using any insurance proceeds for such purpose. Any insurance proceeds shall be made available to Airline for such repair or such demolition and removal. Any balance of such insurance proceeds, remaining after such repair or demolition and removal, shall be divided between City and Airline, and shall be made available to them, as their respective interests may appear. In the event Airline shall, in accordance with the foregoing provisions, give notice to City of Airline's election not to repair any damage or destruction not capable of being repaired as aforesaid, then Airline may at the same time and by further notice to City elect to terminate this Lease on the date of giving of such notice, which termination, however, shall not affect the rights and obligations of City and Airline under this paragraph.

*Article VII*

The following Articles of the Airport Use Agreement are hereby incorporated into this Agreement and made a part hereof, and shall be applicable to the rights and privileges granted and to the premises demised to Airline by City under this Lease: Articles VIII, IX, X, XI, XII, XIII, XIV, XV, and XVI.

In Witness Whereof, the City of Chicago has caused this Lease to be executed on its behalf by its Mayor, pursuant to the authorization of the City Council of the City of Chicago, and its seal to be hereunto affixed and attested by the City Clerk of the City of Chicago and.............. has caused this instrument to be executed on its behalf by its ........ President and its corporate seal to be hereunto affixed and attested by its.... Secretary, pursuant to due authorization of its Board of Directors, all as of the day and year first above written.

[Signature forms and Exhibit "A" omitted]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Holman, Despres, Rayner, Bohling, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Fried, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—44.

*Nays*—None.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

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## Amendment to Lease Agreement with Trans World Airlines, Inc. for Space B3-7 in Concourse B for Service Room at Chicago Midway Airport.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Aviation and the City Comptroller, subject to approval as to form and legality of the Corporation Counsel, are authorized to execute in behalf of the City of Chicago an agreement with Trans World Airlines, Inc., at Chicago Midway Airport, said amendment to be in the following form:

This Agreement made this ............ day of .................., A.D. ...., between the City of Chicago, a municipal corporation of the State of Illinois, hereinafter called "Landlord" and Trans World Airlines, Inc., a corporation organized and existing by virtue of the laws of the State of Delaware, hereinafter called "Tenant".

WITNESSETH:

That Landlord, for and in consideration of the terms and conditions, both general and special, hereinafter contained and made on the part of Tenant, does hereby grant to Tenant for use only by Tenant, the privileges hereinafter described on premises at Chicago Midway Airport, hereinafter called "Airport" in the City of Chicago, Counties of Cook and DuPage, State of Illinois.

This agreement shall consist of three parts:

Part I —General Conditions

Part II —Special Conditions
numbered 1 to 4

Part III—Exhibits and Attachments
lettered A

All constituting the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences, shall be implied or impressed upon such agreement that are not set forth herein at length.

[Part I—General Conditions attached to this ordinance is common to "Part I—General Conditions" printed on pages 5551-5554 of the Journal of May 14, 1969]

PART II—SPECIAL CONDITIONS

1. *Premises*

Landlord, for and in consideration of the covenants and agreements herein mentioned, to be kept and performed by both parties hereto, does hereby demise to Tenant, the premises designated as follows:

Space B3-7 containing 264 square feet in Concourse B at Chicago Midway Airport, all as shown outlined in red on Exhibit "A" attached hereto, and by this reference made a part hereof.

2. *Purpose*

Tenant agrees that the premises herein demised are to be used solely as a ramp service room in connection with its business of air transportation.

3. *Term*

The term of this Agreement shall be for a period commencing on ..................., which date shall not be later than the date of approval of ordinance by the City Council of the City of Chicago and terminating on December 31, 1971. It is understood and agreed that notwithstanding the above term, either party may cancel and terminate this Agreement upon thirty (30) days notice to the other party in writing of its election so to do.

4. *Rental*

Tenant shall pay to Landlord as rent for the demised premises, the sum of One Hundred Thirty-two and no/100 Dollars ($132.00) per month, said rental to be made at the office of the City Comptroller of the City of Chicago, on the first day of each and every month of the term of this lease. This is based on a charge of six dollars ($6.00) per square foot per year.

Payment of rent shall begin on the same calendar day that the term of this lease commences. If any rental hereunder commences or terminates prior to the last day of any month, such rental for such month shall be determined on a pro rata basis according to the number of days of such month involved.

In Witness Whereof, the parties hereto have caused this instrument to be executed under their respective seals on the day and year first above written.

[Signature forms omitted]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Holman, Despres, Rayner, Bohling, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Fried, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—44.

*Nays*—None.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

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## Lease Agreement Authorized with Trans World Airlines, Inc. for Hangar Site at Chicago Midway Airport.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Mayor, subject to attestation by the City Clerk, approval of the Commissioner of Aviation and the City Comptroller, and as to form and legality of the Corporation Counsel, is authorized to execute on behalf of the City of Chicago a Hangar Site Lease with Trans World Airlines, Inc., at Chicago Midway Airport, said lease to be in the following form:

LEASE OF HANGAR FACILITIES

This Lease, made and entered into as of this.... day of ..............., by and between the City of Chicago, a municipal corporation of the State of Illinois (hereinafter referred to as "City"), and Trans World Airlines, Inc., a corporation organized and existing under and by virtue of the laws of the State of Delaware (hereinafter referred to as "Airline"):

WITNESSETH:

Whereas, City operates the airport known as Chicago Midway Airport (a plat of said airport being attached as Exhibit A to the agreement of October 16, 1967, entitled and hereinafter referred to as the Airport Use Agreement, between City and Airline), situated in the County of Cook, State of Illinois (hereinafter, together with any additions thereto or any enlargements thereof, whether or not made with corporate funds of City, Government Grants in Aid, or any other funds of any nature whatsoever, referred to as the "Airport"), with the power to lease premises and facilities and to grant rights and privileges with respect thereto, all as hereinafter provided; and

Whereas, Airline is engaged in the business of air transportation and desires to lease Hangar Facilities at the Airport and to obtain certain rights and privileges with respect thereto, all as hereinafter provided; and

Whereas, City is willing to lease such space and to grant rights and privileges with respect thereto to Airline, upon the terms and conditions hereinafter provided;

Now, Therefore, for and in consideration of the premises (which are incorporated into the body of this Lease as fully as if they were set forth herein) and of the mutual covenants and agreements herein contained, and other valuable considerations, the parties hereto covenant and agree as follows:

### *Article I*

*Section 1.01. Lease of Premises.* City does hereby lease to Airline, and Airline does hereby lease from City a parcel of land legally described as follows, to-wit:

> That part of Section 16, Township 38 North, Range 13 East of the 3rd P.M., bounded and described as follows, to-wit: Beginning at a point which is 1696.55 feet West of the East line of said Section 16, and 33 feet South of the North line of said Section 16, thence South 290.42 feet along a line perpendicular to the North line of said Section 16, thence Southwesterly to a point which is 1831.11 feet West of the East line of said Section 16 and 458 feet South of North line of said Section 16, a distance of 190.32 feet more or less; thence West along a straight line 458 feet South of and parallel to the North line of said Section 16, a distance of 571.12 feet, thence North on a straight line to a point which is 2402.25 feet West of the East line of said Section 16 and 33 feet South of the North line of said Section 16, a distance of 425 feet, thence East on a line 33 feet South of and parallel to the North line of said Section 16 a distance of 705.70 feet to the point of beginning

(hereinafter, together with any buildings and improvements now or hereafter located thereon, referred to as the "Demised Premises".); located at the Airport and shown as outlined on Exhibit "A" attached hereto, together with the facilities, rights and privileges hereinafter described.

*Section 1.02. Use of Premises.* Airline is hereby granted the use of the demised premises, subject to the terms and provisions hereof and to rules and regulations promulgated by City for any and all purposes reasonably necessary or convenient in connection with the conduct by Airline of air transportation, including, without limitation, the following:

(a) the repairing, maintenance, conditioning, testing, parking, moving and storage of aircraft and other equipment operated by Airline;

(b) the loading and unloading of persons, property, cargo and mail upon or from aircraft operated by Airline; provided, however, such loading and unloading shall not be so conducted as to constitute use of the demised premises as a substitute for normal passenger terminal area operations;

(c) the servicing of aircraft and other equipment operated by Airline with gasoline, oil, greases, lubricants and other fuel or propellant, and with foods, beverages and other supplies and materials;

(d) the training of personnel in its employ or under its direction;

(e) the maintenance and operation with respect to compliance with applicable safety requirements, of facilities and equipment for storage, handling and dispensing of gasoline, oil, greases, lubricants and any other supplies and material shall be subject to the approval of the Commissioner of Aviation;

(f) the maintenance and operation of communication, meteorological and aerial navigation facilities and equipment; provided, the exercise of such right does not interfere with City's operation of the Airport for the benefit of all aircraft using the Airport;

(g) the maintenance and operation of a private cafeteria, restaurant and other food and beverage preparing and dispensing facilities and equipment for the purpose of preparing and serving foods and beverages for consumption by Airline's employees and invitees and for consumption on aircraft operated by Airline; provided, however, that nothing contained in this subparagraph (g) shall be deemed to give Airline the right to maintain or operate a public cafeteria, restaurant or other food and beverage preparing and dispensing facilities and equipment for the purpose of selling food or beverages to the public as a caterer or otherwise;

(h) the maintenance and operation of automobile parking areas on the demised premises for the parking of automobiles by Airline's employees and invitees;

(i) the maintenance and operation of reservations offices, administrative offices and operations offices;

(j) the sale, disposal or exchange of Airline's aircraft, engines, accessories, gasoline, oil, greases, lubricants, other fuel or propellant, other equipment or supplies, and any articles or goods used by or acquired for use by Airline in connection with its conduct of air transportation; provided, however, that Airline shall not sell, dispose of or exchange any such items to others than its employees or scheduled air transportation operators, unless such items represent surplus items at the time no longer reasonably necessary in connection with the conduct by Airline of its air transportation business; and provided further, that Airline shall not sell, dispose of or exchange gasoline, oil, greases, lubricants, fuel or propellants, except to a subsidiary or affiliated company or to other scheduled air transportation companies;

(k) the purchase or otherwise obtaining and using of property of any nature, reasonably necessary or convenient for its operation, from any supplier of its choice; and

(l) the maintenance and operation of demised hangar buildings, facilities and equipment and the carrying on of activities reasonably necessary or convenient in connection with the foregoing;

provided, however, that the foregoing shall not permit the conduct by Airline of any business separate from its operation of an air transportation system; and further provided, that the rights conferred under this Article I may be exercised by Airline alone or in conjunction with other Airline Parties, directly or through another designated by it or them, excepting that the rights conferred by subparagraph (c) above to service aircraft and other equipment with gasoline, oil, greases, lubricants, and other fuel or propellant may be exercised by Airline in conjunction with other Airline Parties, either directly or through another designated by them, only with respect to aircraft and other equipment operated by Airline Parties.

*Section 1.03. Ingress and egress.* Subject to rules and regulations promulgated by City, Airline shall have the right and privilege over the Airport of ingress to and egress from the demised premises for its employees, agents, passengers, guests, patrons and invitees, its or their supplier of materials and furnishers of service, and its or their aircraft, equipment, vehicles, machinery and other property. Except as herein otherwise specifically provided, no charges, fees or tolls of any nature, direct or indirect, shall be imposed by City upon Airline, its employees, agents, passengers, guests, patrons and invitees, its or their suppliers of materials and furnishers of service, for such right of ingress and egress, or for the privilege of purchasing, selling or using any materials or services purchased or otherwise obtained by Airline, or transporting, loading, unloading or handling persons, property, cargo, or mail in connection with Airline's business or exercising any right or privilege granted by City hereunder. The foregoing shall not preclude City or its concessionaires from making and collecting a charge for the use of public automobile parking areas, sightseeing facilities or ground transportation to or from the Airport furnished by City or its concessionaires, or preclude City from imposing any tax, permit or license fee not inconsistent with the rights and privileges granted to Airline hereunder.

*Section 1.04. Conduct of operations for other Airline Parties.* The demised premises may also be used by Airline from time to time on behalf of or in conjunction with any other Airline Party or Parties in connection with the conduct of air transportation by such other Airline Party or Parties, to the same extent as Airline is entitled to use the demised premises in its own behalf in connection with its conduct of air transportation and in such case the rights and privileges granted hereunder to Airline, its employees, agents, passengers, guests, patrons and invitees, and its or their suppliers of materials and furnishers of service shall, to the same extent, be granted to such other Airline Party's or Parties employees, agents, passengers, guests, patrons and invitees, and its or their suppliers of materials and furnishers of service; provided, however, no such use shall be permitted, without the consent of the Commissioner of Aviation, if such use involves payment to Airline by any such other Airline Party of an amount greater than Airline's estimated expenses with respect to the space, facilities and services used by or furnished to such other Airline Party.

Airline shall not sublease any part or parcel of the demised premises or permit the use or occupancy of any part or parcel of the demised premises (except by other "Airport use agreement parties" as set forth herein) except upon the prior written approval of, and subject to such other terms and conditions as may be imposed by the Commissioner of Aviation and the City Council, in each instance.

### *Article II*

The term of this lease shall be for a period commencing on the 60th calendar day after.........., the date of approval of ordinance by the City Council of the City of Chicago and terminating on December 31, 1974. Airline shall have the option to extend the term of this agreement for a period terminating on December 31, 1979, upon the same terms and conditions in effect as of December 31, 1974, provided only that Airport is not at that time operating at a deficit as determined in accordance with sound accounting practices by the City Comptroller and further provided such option is exercised by written notice from Airline to City at any time prior to three (3) months before the date of original expiration of this Agreement.

### *Article III*

Airline shall, on or before the first day of each calendar month during the term hereof, pay to City, at the office of the City Comptroller of City, a monthly rental of Ten Thousand One Hundred Fifty-four and 17/100 Dollars ($10,154.17). Payment of rent shall commence sixty (60) days after the date of approval of ordinance by the City Council of the City of Chicago.

Notwithstanding the foregoing, if any rental commences otherwise than as of the first day of any month or terminates prior to the last day of any month, rental for such month shall be determined on a pro rata basis according to the number of days of such month involved, and any required payment or refund for such month shall be made as promptly as practicable.

Airline shall pay, in addition to the rents above specified, all water rates, taxes and assessments, general and special, lawfully levied or assessed upon the demised premises, or any part thereof, or upon any buildings or improvements at any time situated thereon, or lawfully levied or assessed upon the leasehold interest created hereby, during the term of this lease.

### *Article IV*

*Section 4.01. Construction, maintenance and repair by Airline.* Airline may construct or install on the demised premises, at its own expense, any buildings, improvements (including pavements), facilities and equipment, and any additions thereto, reasonably necessary or convenient in connection with any use, permitted under the provisions of this Lease, by Airline of the demised premises. All such construction or installation shall be made after obtaining any requisite building or construction licenses or permits. Plans and specifications of any such proposed construction or installation (including any substantial alteration or addition thereto) shall be submitted to and receive the approval of the Commissioner of Aviation and the Commissioner of Public Works prior to the commencement of construction or installation. Any advertising signs installed by Airline shall be limited to those which advertise air transportation, and the number, general type, size, design and location of such signs shall be subject to the approval of the Commissioner of Aviation.

Airline shall keep and maintain all buildings, improvements and facilities and additions thereto constructed or installed by it on the demised premises in good condition and repair, reasonable wear and tear excepted. No restrictions shall be placed on Airline as to the architects, builders or contractors who may be employed by it in connection with any construction, installation, alteration, repair or maintenance of any such buildings, improvements, facilities and additions.

Notwithstanding the foregoing, Airline shall keep the demised premises and all construction and installations made thereon by Airline in a sanitary and sightly condition, and shall comply with all health and safety requirements applicable thereto.

All construction or installation by Airline, pursuant to any right granted to it hereunder, which is made on any area outside the demised premises shall be made, kept and maintained by Airline in the same manner and under the same conditions as construction or installation by Airline on the demised premises.

*Section 4.02. Lighting.* Airline shall illuminate the apron in front of each hanger building on the demised premises with flood lights and shall place and maintain at all times red obstruction lights on the highest point and on each corner of each building on the demised premises and on the highest point of each smoke stack, pole, aerial and antenna on the demised premises. The obstruction light fixtures shall be of a dual type and the lights shall be kept burning at Airline's expense from dusk to dawn and during periods of restricted visibility.

*Section 4.03. Covenant against liens.* Airline shall keep the demised premises and the buildings, improvements and facilities constructed thereon by Airline free and clear of any and all liens in any way arising out of the construction, improvement or use thereof by Airline, provided, however, that Airline may in good faith contest the validity of any lien.

*Section 4.04. Performance by City upon failure of Airline to maintain.* In the event Airline fails to perform for a period of thirty (30) days after notice from City so to do, any obligation required by this Article IV to be performed by Airline, City may enter the premises involved (without such entering causing or constituting a termination of this Lease or an interference with the possession of said premises by Airline) and do all things necessary to perform such obligation, charging to Airline the cost and expense thereof and Airline agrees to pay City such charge in addition to any other amounts payable by Airline hereunder; provided, however, that if Airline's failure to perform any such obligation endangers the safety of the public or of employees of City, and City so states in its notice to Airline, City may perform such obligation of Airline at any time after the giving of such notice and charge to Airline, and Airline shall pay, as aforesaid, the cost and expense of such performance.

*Section 4.05. Rehabilitation of Facilities.* As additional consideration, Airline agrees that it shall promptly undertake, at its own expense, those capital improvements and repairs needed to rehabilitate the demised premises. Such rehabilitation program shall include those improvements and repairs that Airline and City Representatives agree are reasonably necessary to restore the demised premises to a good overall operating level.

*Section 4.06. Access by City.* Airline shall allow City, its officers, agents or employees, free access to the demised premises for the purpose of examining the same to ascertain if Airline is performing its obligations hereunder with respect thereto.

*Section 4.07. Equal Opportunity.* Airline agrees that in performing under this agreement and other agreements with City it shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, age, or national origin, nor otherwise commit an unfair employment practice. Airline further agrees that this article will be incorporated by Airline in all contracts entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this agreement. Attention is called to Executive Order 11246 issued September 24, 1965, 3 CFR p. 567, 1966; The Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241 et sub.; to the States Acts approved July 28, 1961, Ill. Rev. Stat. 1967, CH. 38, Secs. 13-1 to 13-4 inclusive; July 8, 1933, Ill. Rev. Stat. 1967, CH. 29, Secs. 17 to 24 inclusive; and July 21, 1961, Ill. Rev. Stat. 1967, CH. 48, Secs. 851 to 866 inclusive, and July 26, 1967, Ill. Rev. Stat. 1967, CH. 48, Secs. 881 to 887 inclusive, and an ordinance passed by the City Council of the City of Chicago, August 21, 1945, page 3877 of the Journal of the Proceedings.

To demonstrate compliance Airline and its contractors and subcontractors will furnish such reports and information as requested by the Chicago Commission on Human Relations.

### *Article V*

*Section 5.01. Maintenance and Operation.* City shall operate and maintain, in all respects in a manner consistent with that of a reasonably prudent operator of an airport and keep in good condition and repair (including the removal of snow, vegetation, stones and other foreign matter as reasonably as may be done) all facilities and equipment now or hereafter provided by City, at or in connection with or serving the demised premises.

*Section 5.02. Quiet Enjoyment.* City agrees that Airline, performing its obligations hereunder, shall be entitled to and shall have the quiet possession and enjoyment of the premises, rights and privileges leased to it hereunder, subject, however, to the provisions hereof.

*Section 5.03. Performance by Airline upon failure of City to maintain and operate.* In the event City fails to perform, for a period of thirty (30) days after notice from Airline so to do, any obligation required to be performed by City, Airline may perform such obligation of City and deduct the cost to Airline of such performance from any amounts due hereunder or otherwise from Airline to City; provided, however, that if City's failure to perform and such obligation endangers the safety of Airline's operations at the Airport and Airline so states in its notice to City, Airline may perform such obligation of City at any time after the giving of such notice and deduct, as aforesaid, its cost of such performance. City, however, shall not be liable to Airline for any loss of revenues to Airline resulting from any of City's acts, omissions or neglect in the maintenance and operation by it of the Airport or any facilities now or hereafter connected therewith.

### *Article VI*

Airline agrees to indemnify City and keep in force insurance insuring Airline and City as provided in Article X of the Airport Use Agreement.

Airline shall, at its own expense, keep in force insurance upon buildings and improvements which are of a character customarily insured and which are at any time located on the demised premises or constructed or installed by Airline, pursuant to any right granted to it hereunder, on any area off the demised premises. Such insurance shall (a) be issued by a company or companies of sound and adequate financial responsibility, (b) name City and Airline as assureds thereunder as their respective interests may appear (c) be in an amount equal to ninety percent (90%) of the insurance value of such buildings and improvements, and (d) cover such hazards as are insured against fire and extended coverage insurance of the character customarily in force at the time in the area of Chicago, Illinois, upon buildings and improvements of similar character, and such other hazards as would normally be insured against under similar circumstances by a reasonably prudent owner of such buildings and improvements. Airline shall furnish to City certificates evidencing such insurance.

Should any building or improvement located on demised premises or constructed or installed by Airline, pursuant to any right granted to it hereunder, or any area off the demised premises, be damaged or destroyed and any insurance proceeds are payable by reason thereof, Airline shall, with due diligence, use such insurance proceeds for the repair of such damage or destruction in conformity, insofar as practicable, with the original plans and specifications of such damaged or destroyed building or improvement, subject to any modifications of such plans and specifications agreed to by the Commissioner of Aviation and the Commissioner of Public Works and Airline, it being understood, however, that Airline shall not be required to expend for such repair an amount in excess of such insurance proceeds paid. In the event the damage or destruction is not capable of being repaired within 120 days after the date thereof, either because of insufficiency of such insurance proceeds or otherwise, Airline may, by notice to City given within 60 days after such damage or destruction, elect not to repair the same and in such event, Airline shall cause such building or improvement to be demolished to the ground level and the debris removed, using any insurance proceeds for such purpose. Any insurance proceeds shall be made available to Airline for such repair or such demolition and removal. Any balance of such insurance proceeds, remaining after such repair or demolition and removal, shall be divided between City and Airline, and shall be made available to them, as their respective interests may appear. In the event Airline shall, in accordance with the foregoing provisions, give notice to City of Airline's election not to repair any damage or destruction not capable of being repaired as aforesaid, then Airline may at the same time and by further notice to City elect to terminate this Lease on the date of giving such notice, which termination, however, shall not affect the rights and obligations of City and Airline under this paragraph.

*Article VII*

The following Articles of the Airport Use Agreement are hereby incorporated into this Agreement and made a part hereof, and shall be applicable to the rights and privileges granted and to the premises demised to Airline by City under this Lease: Articles VIII, IX, X, XI, XII, XIII, XIV, XV, and XVI.

In Witness Whereof, the City of Chicago has caused this Lease to be executed on its behalf by its Mayor, pursuant to due authorization of the City Council of the City of Chicago, and its seal to be hereunto affixed and attested by the City Clerk of the City of Chicago and.................................. ...............................................................has caused this instrument to be executed on its behalf by its.......... President and its corporate seal to be hereunto affixed and attested by its...............................Secretary, pursuant to due authorization of its Board of Directors, all as of the day and year first above written.

[Signature forms and Exhibit "A" omitted]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Holman, Despres, Rayner, Bohling, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Fried, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—44.

*Nays*—None.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

## Ordinance Amended for Lease with Commuter Airlines, Inc. for Counter Space at Chicago-O'Hare International Airport.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Aviation and the City Comptroller, subject to approval as to form and legality of the Corporation Counsel, are authorized to execute in behalf of the City of Chicago, an amendment to an agreement with Commuter Airlines, Inc. at Chicago-O'Hare International Airport, passed by the City Council on August 14, 1967 (C.J.P. pp. 702-703), said amendment to be in the following form:

AMENDMENT TO AGREEMENT
BETWEEN THE CITY OF CHICAGO AND
COMMUTER AIRLINES, INC.

This Agreement made and entered into, this........ ............................day of.........................., A.D., 1969 by and between the City of Chicago, a municipal corporation of the State of Illinois, hereinafter referred to as "City" and Commuter Airlines, Inc., hereinafter referred to as "Airline".

WITNESSETH:

Whereas, City and Airline have heretofore entered into an agreement under date of August 14, 1967, authorized by City Council August 14, 1967 (C.J.P. pp. 702-703), hereinafter referred to as "said agreement", in and by which City, among other provisions granted to Airline, certain privileges or premises to be occupied and used for the purposes therein stated, located at Chicago-O'Hare International Airport in the City of Chicago, Counties of Cook and DuPage, and State of Illinois;

Now, Therefore, City, in consideration of the provisions and conditions set forth in said agreement, does hereby amend said agreement, and Airline hereby accepts said privileges or premises therein set forth and upon the terms, conditions and provisions set forth and stated therein (to which reference is hereby made, and which the parties agree will be incorporated, and shall be considered to be incorporated herein, by this reference thereto) except in so far and only in so far as said privileges, premises, terms, conditions and provisions are modified, changed, or amended by the further provisions of this agreement.

It is hereby further agreed that the sole modifications of, changes in, and amendments to, said agreement, which are hereby made therein, and which shall be applicable to all renewals and extensions as may be made and provided for therein, are as follows:

1. That paragraph, appearing on page 12 of Part II—Special Conditions of said agreement, reading as follows:

"3. *Term*

The term of this agreement shall be for a period of two (2) years commencing on August 14, 1967, the date of approval of ordinance by the City Council of the City of Chicago. It is understood and agreed that, notwithstanding the above term, either party may cancel this agreement upon thirty (30) days notice to the party in writing of its election so to do."

shall be and is hereby modified, changed and amended to read as follows:

3. *Term*

The term of this agreement shall be for a period of one (1) year commencing on August 14, 1969, and terminating on August 13, 1970. It is understood and agreed that, notwithstanding the above term, either party may cancel this agreement upon thirty (30) days notice to the other party of its election so to do.

It is, therefore, agreed that except solely as hereinabove modified, changed and amended, the privileges, premises, terms, conditions and provisions of said agreement shall apply to, and shall govern, this amendment of said agreement and any and all further renewals or extensions thereof for any subsequent period which may be affected or made under and in accordance therewith.

This agreement was authorized by the City Council of the City of Chicago on the........................ day of........................, 19...... (C.J.P. p....................).

In Witness Whereof, the parties hereto have caused this instrument to be executed under their respective seals on the day and year first above written.

[Signature forms omitted]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Holman, Despres, Rayner, Bohling, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Fried, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—44.

*Nays*—None.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

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## Ordinance Amended to Delete Certain Space in Terminal Facilities at Merrill C. Meigs Field.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Aviation and the City Comptroller, subject to approval as to form and legality of the Corporation Counsel, are authorized to execute in behalf of the City of Chicago, an amendment to an agreement with Commuter Airlines, Inc., at Merrill C. Meigs Field, passed by the City Council on November 15, 1968 (C.J.P. pp. 3735-3736), said amendment to be in the following form:

AMENDMENT TO AGREEMENT
BETWEEN THE CITY OF CHICAGO AND
COMMUTER AIRLINES, INC.

This Agreement made and entered into, this.......... ...................day of................................., A.D., 19....... by and between the City of Chicago, a municipal corporation of the State of Illinos, hereinafter referred to as "Landlord" and Commuter Airlines, Inc., hereinafter referred to as "Tenant".

WITNESSETH:

Whereas, Landlord and Tenant have heretofore entered into an agreement under date of November 15, 1968, authorized by City Council November 15, 1968 (C.J.P. pp. 3735-3736) as amended under dates of...................................... (C.J.P. p..........................), hereinafter referred to as "said agreement", in and by which Landlord, among other provisions granted to Tenant, certain privileges or premises to be occupied and used for the purposes therein stated, located at Merrill C. Meigs Field in the City of Chicago, Counties of Cook and DuPage, and State of Illinois;

Now, Therefore, Landlord, in consideration of the provisions and conditions set forth in said agreement, does hereby amend said agreement, and Tenant hereby accepts said privileges or premises therein set forth and upon the terms, conditions and provisions set forth and stated therein (to which reference is hereby made, and which the parties agree will be incorporated, and shall be considered to be incorporated herein, by this reference thereto) except in so far and only in so far as said privileges, premises, terms, conditions and provisions are modified, changed, or amended by the further provisions of this agreement.

It is hereby further agreed that the sole modifications of, changes in, and amendments to, said agreement, which are made therein, and which shall be applicable to all renewals and extensions as may be made and provided for therein, are as follows:

1. Section 1, entitled Premises, under Special Conditions appearing on page 12 of said agreement, reading as follows:

"1. *Premises*

Landlord, for and in consideration of the covenants and agreements herein mentioned, to be kept and performed by both parties hereto, does hereby demise to Tenant, the premises designated as follows:

*Parcel 1.* Approximately Three Hundred Thirty (330) square feet of space.

*Parcel 2.* Approximately Three Hundred Thirty (330) square feet of space, and

*Parcel 3.* Approximately Two Hundred Fifty (250) square feet of space.

all located in the Terminal Building at Merrill C. Meigs Field, as outlined in red on Exhibit "A" attached hereto and by this reference made a part hereof."

shall be and the same is hereby modified, changed, and amended to read as follows:

1. *Premises*

Landlord, for and in consideration of the covenants and agreements herein mentioned, to be kept and performed by both parties hereto, does hereby demise to Tenant, the premises designated as follows:

*Parcel 1.* Deleted, per letter dated May 7, 1969, as provided in Section 3, Special Conditions.

*Parcel 2.* Approximately Three Hundred Thirty (330) square feet of space, and

*Parcel 3.* Approximately Two Hundred Fifty (250) square feet of space.

all located in the Terminal Building at Merrill C. Meigs Field, as outlined in red on

Exhibit "A" attached hereto and by this reference made a part hereof.

2. Section 4, entitled Rental, under Special Conditions appearing on page 12 of said agreement, reading as follows:

"4. *Rental*

Tenant shall pay Landlord, at the office of the Comptroller, for such use and occupancy, the sum of Six Thousand One Hundred Forty-Two and 50/100 Dollars ($6,142.50) per annum, payable in advance in monthly installments of Five Hundred Eleven and 88/100 Dollars ($511.88) on the first day of each month during the term of this lease. If any rental hereunder commences after the first day or terminates prior to the last day of any month, such rental for such month shall be determined on a pro-rata basis according to the number of days of such month involved. For servicing aircraft owned by Tenant with fuel, Tenant shall pay to Landlord as additional rental two and one-half cents ($ .025) per gallon for every gallon of aviation fuel serviced. Payment to be made, at the office of the Comptroller, on or before the Fifteenth (15th) day of the following month, accompanied by a statement of the number of gallons of aviation fuel serviced daily, the total gallons serviced during the preceding month, and the identity of the supplier from whom obtained. The original of each such statement submitted to Landlord shall be delivered to the Comptroller and a copy to the Commissioner."

shall be and the same is hereby modified, changed and amended to read as follows:

4. *Rental*

Tenant shall pay Landlord, at the office of the Comptroller, for such use and occupancy, the sum of Three Thousand Nine Hundred Fifteen and 00/100 Dollars ($3,915.00) per annum, payable in advance in monthly installments of Three Hundred Twenty-Six and 25/100 Dollars ($326.25) on the first day of each month during the term of this lease. If any rental hereunder commences after the first day or terminates prior to the last day of any month, such rental for such month shall be determined on a pro-rata basis according to the number of days of such month involved. For servicing aircraft owned by Tenant with fuel. Tenant shall pay to Landlord as additional rental two and one-half cents ($0.25) per gallon for every gallon of aviation fuel serviced. Payment to be made, at the office of the Comptroller, on or before the Fifteenth (15th) day of the following month, accompanied by a statement of the number of gallons of aviation fuel serviced daily, the total gallons serviced during the preceding month, and the identity of the supplier from whom obtained. The original of each such statement submitted to Landlord shall be delivered to the Comptroller and a copy to the Commissioner.

It is, therefore, agreed that except solely as hereinabove modified, changed and amended, the privileges, premises, terms, conditions and provisions of said agreement shall apply to, and shall govern, this amendment of said agreement and any and all further renewals or extensions thereof for any subsequent period which may be affected or made under and in accordance therewith.

Execution of this amendment authorized by ordinance of the City Council of the City of Chicago passed on the ............... day of ............................., 19......, (C.J.P. pp. .......................................).

In Witness Whereof, the parties hereto have caused this instrument to be executed under their respective seals on the day and year first above written.

[Signature forms omitted]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Holman, Despres, Rayner, Bohling, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Fried, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—44.

*Nays*—None.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

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## City Comptroller Authorized to Execute Leases of Certain Properties for Municipal Purposes.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, to authorize the City Comptroller to lease specified parcels of property for use of City Departments and Agencies.

On separate motions made by Alderman Keane *each* of the said proposed ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Holman, Despres, Rayner, Bohling, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Fried, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—44.

*Nays*—None.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

Said proposed ordinances as passed read respectively as follows (the Italic heading in each case not being a part of the ordinance):

### *Dept. of Urban Renewal*

*Be It Resolved by the City Council of the City of Chicago:*

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from Matthew Mihaljevic and Neda Mihaljevic, as Joint Tenants, for store on ground floor, approximately 3,000 square feet of space, also use of basement for storage purposes, located at No. 3216 E. 92nd Street; such lease to be approved by the Commissioner of the Department of Urban Renewal, and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease attached to this ordinance
printed on page 5913 of this Journal]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

*First Ward Ward Office*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from Michael Damico, for store at No. 235 W. 26th Street, approximately 20 feet by 40 feet; such lease to be approved by the Commissioner of the Department of Streets and Sanitation, and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease attached to this ordinance
printed on page 5914 of this Journal]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

*Chicago Committee on Urban Opportunity*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from The Chicago Home Missionary and Church Extension Society, for the entire premises at No. 1935 S. Halsted Street, consisting of basement and four floors, approximately 33,000 square feet; such lease to be approved by the Directress of the Chicago Committee on Urban Opportunity, and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease attached to this ordinance
printed on page 5915 of this Journal]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

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## Authority Granted for Issuance of Certificates of Cancellation and Quitclaim Deeds in Settlement of City's Special-Assessment Claims against Specified Parcels of Property.

The Committee on Finance submitted a report recommending that the City Council pass seventeen proposed ordinances transmitted therewith, to authorize settlement of City's special-assessment claims against specified parcels of property.

On separate motions made by Alderman Keane *each* of the said proposed ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Holman, Despres, Rayner, Bohling, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Fried, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—44.

*Nays*—None.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

Said ordinances as passed, read respectively as follows (the Italic heading in each case not being a part of the ordinance):

*Compromise Settlement with John A. Hennessey (No. 8931 S. Buffalo Av.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $39.-86, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from John A. Hennessey, to compromise the City's claim for the sum of $65.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $65.00 and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said John A. Hennessey, certificates of cancellation of special assessment liens against:

Lot 34 Block 36 in South Chicago, a Subdivision in the North Fractional half of Section 5, Township 37 North, Range 15 East of the Third Principal Meridian;

for the nonpayment of the Fourth and Fifth Installments of Special Assessment Warrant No. 49760.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

*Compromise Settlement with John A. Hennessey (No. 9016 S. Buffalo Av.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $285.-82, and an application has been filed with the City of Chicago to foreclose the lieu of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from John A. Hennessey, to compromise the City's claim for the sum of $350.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $350.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said John A. Hennessey, certificates of cancellation of special assessment liens against:

Lot 7 Block 58 in South Chicago, a Subdivision in the North Fractional half of Section 5, Township 37 North, Range 15 East of the Third Principal Meridian, lying North of the Indian Boundary Line in Cook County, Illinois;

for the nonpayment of the First, Second, Third, Fourth and Fifth Installments of Special Assessment Warrant No. 49760; First Installment of Special Assessment Warrant No. 27502, and the Flat Installment of Special Assessment Warrant No. 44802.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

(Continued on page 5916)

This Agreement, Made this .......... day of ..........
A. D. 1969, between Matthew Mihaljevic and Neda Mihaljevic, as Joint Tenants
.........., as Lessor
and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

**Witnesseth:** That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: Store on the ground floor, approximately 3,000 square feet of space, also use of basement for storage purposes, located at 3216 E. 92nd Street, for Property Management and Relocation Services, Departmant of Urban Renewal.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of August A. D. 1969, or date of occupation and ending on the 31st day of July A. D. 1971. Lessee has the right to terminate this lease upon thirty days prior written notice. ~~and the right to renew this lease for a further period of~~ .......... ~~on the same terms and rental, by giving to the Lessor ...., in either case .......... days' written notice of its election so to do.~~

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at 6701 S. Crandon Avenue 60649 or at such other place as the Lessor from time to time in writing may appoint.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of One Hundred Fifty and no/100 - - - - - - - - - - - - - - - ($150.00) Dollars per month, payable in advance on the first day of each calendar month by the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at their own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

Lessor will furnish heat, hot water, janitor service and re-install low flush toilet and wall-hung lavatory.

Lessor will further provide for minor decorating and repair the cracked window pane

Lessee will pay its own electeicity, porter service and plate glass insurance.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

**In Witness Whereof**, this lease is signed by or on behalf of the parties hereto the day and year first above written.

[Signature forms omitted.]

**This Agreement,** Made this ........ day of ........

A. D. 1969, between Michael Damico

........, as Lessor,
and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

**Witnesseth:** That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit:

Store at 235 W. 26th Street, approximately 20 feet by 40 feet in size, for Ward Office - First Ward, Department of Streets and Sanitation.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of September A. D. 1969, and ending on the 31st day of August A. D. 1970. Lessee has the right to terminate this lease upon thirty days' prior written notice.

~~and the right to renew this lease for a further period of~~

~~on the same terms and rental, by giving to the Lessor, in either case days' written notice of its election so to do.~~

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at 235 W. 26th Street 60616 or at such other place as the Lessor from time to time in writing may appoint.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of Seventy Five and no/100 - - - - - - - - - - - - - - - - - ($75.00) Dollars per month, payable in advance on the first day of each calendar month by the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at his own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

Lessor agrees to furnish heat, hot water and Plate Glass Insurance.

Lessee to pay for electricity.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

**In Witness Whereof,** this lease is signed by or on behalf of the parties hereto the day and year first above written.

[Signature forms omitted]

**This Agreement,** Made this ........ day of ........ A. D. 1969, between The Chicago Home Missionary and Church Extension Society ........, as Lessor, and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

**Witnesseth:** That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit:

The entire premises at 1935 S. Halsted Street, consisting of basement and four floors, approximately 33,000 square feet, for Neighborhood Resources Program, Chicago Committee on Urban Opportunity.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of July A. D. 1969, and ending on the 30th day of June A. D. 1971. Lessee has the right to terminate this lease upon thirty days' prior written notice. ~~and the right to renew this lease for a further period of~~ ........ ~~on the same terms and rental, by giving to the Lessor , in either case ........ days' written notice of its election so to do.~~

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at %C.E.McKee, 77 W.Washington Street, Room 1826 60602 or at such other p'ace as the Lessor from time to time in writing may appoint.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of Two Thousand Three Hundred Seventy-Five and no/100 ($2,375.00) Dollars per month, payable in advance on the first day of each calendar month by the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessee

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at their own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

Lessor to maintain boilers, furnish heat between hours of 8 A.M. and 10 P.M., except on holidays, distribution system and furnish engineer for operating heating equipment, sump pump, electrical system, roof and exterior of building.
Lessee pays for electricity and gas service, liability insurance in amount of $100,000 naming the Lessor as co-insured.

Lessee shall pay any real estate taxes if levied against the property beginning with the effective date of the tax levy during the term of this lease.
It is mutually agreed and understood by and between the parties hereto that the remuneration mentioned in this lease is payable solely from funds when made available by the Federal Government.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casua'ty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

**In Witness Whereof,** this lease is signed by or on behalf of the parties hereto the day and year first above written.

[Signature forms omitted]

(Continued from page 5912)

### *Compromise Settlement with John A. Hennessey (No. 9023 S. Buffalo Av.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $100.00, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from John A. Hennessey, to compromise the City's claim for the sum of $155.00, which has been recommended by the Committee on Finance; therefore,

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Comptroller on delivery to him of $155.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said John A. Hennessey, certificates of cancellation of special assessment liens against:

Lot 37 Block 59 in South Chicago, a Subdivision in the North Fractional Half of Section 5, Township 37 North, Range 15 East of the Third Principal Meridian, lying North of the Indian Boundary Line in Cook County, Illinois;

for the nonpayment of the First, Second, Third, Fourth and Fifth Installments of Special Assessment Warrant No. 49760.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with John A. Hennessey (No. 9011 S. Burley Av.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $63.80, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from John A. Hennessey, to compromise the City's claim for the sum of $110.00, which has been recommended by the Committee on Finance; therefore,

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Comptroller on delivery to him of and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said John A. Hennessey, certificates of cancellation of special assessment liens against:

Lot 42 Block 58 in South Chicago, a Subdivision of the North half of Fractional Section 5, Township 37 North, Range 15 East of the Third Principal Meridian, lying North of the Indian Boundary Line in Cook County, Illinois;

for the nonpayment of Second, Third, Fourth and Fifth Installments of Special Assessment Warrant No. 49760.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with John A. Hennessey (No. 8941 S. Green Bay Av.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $39.86, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from John A. Hennessey, to compromise the City's claim for the sum of $65.00, which has been recommended by the Committee on Finance; therefore,

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Comptroller on delivery to him of $65.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said John A. Hennessey, certificates of cancellation of special assessment liens against:

Lot 30 in Block 34 in South Chicago Subdivision by Calumet and Chicago Canal and Dock Company Subdivision, of Sections 5 and 6, Township 37 North, Range 15 East of the Third Principal Meridian;

for the nonpayment of the Fourth and Fifth Installments of Special Assessment Warrant No. 49760.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with John A. Hennessey (No. 9019 S. Green Bay Av.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $336.20, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from John A. Hennessey, to compromise the City's claim for the sum of $400.00, which has been recommended by the Committee on Finance; therefore,

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Comptroller on delivery to him of $400.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said John A. Hennessey, certificates of cancellation of special assessment liens against:

Lot 48 in Block 61 in South Chicago, a Subdivision in the North half Fraction Section 5, Township 37 North, Range 15 East of the Third Principal Meridian, lying North of the Indian Boundary Line in Cook County, Illinois;

for the nonpayment of the First, Second, Third, Fourth and Fifth Installments of Special Assessment Warrant No. 49760; the First and Second Installment of Special Assessment Warrant No. 42681; Flat Installment of Special Assessment Warrant No. 40345, and the First, Second, Third, Fourth and Fifth Installments of Special Assessment Warrant No. 43083.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with John A. Hennessey (No. 3227 S. Morgan St.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $42.-

40, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from John A. Hennessey, to compromise the City's claim for the sum of $55.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $55.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said John A. Hennessey, certificates of cancellation of special assessment liens against:

Lot 18 Block 10, Gage and Others Subdivision of the East Half (E½) of the Southeast quarter (SE¼) of Section 32, Township 39 North, Range 14 East of the Third Principal Meridian;

for the nonpayment of the Flat Installment of Special Assessment Warrant No. 55034.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with John A. Hennessey (No. 5662 S. State St.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $46.39, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from John A. Hennessey, to compromise the City's claim for the sum of $80.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $80.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said John A. Hennessey, certificates of cancellation of special assessment liens against:

Lot 5 of Block 1 Subdivision of East of RR (except south 8 feet) north ½ block 6 in School Trustees Subdivision Section 16-38-14 East of the Third Principal Meridian, in Cook County, Illinois;

for the nonpayment of the Fifth Installment of Special Assessment Warrant No. 51653 and Fourth and Fifth Installments of Special Assessment Warrant No. 52300.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with A. M. Jacob*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $57.50, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from A. M. Jacob, to compromise the City's claim for the sum of $105.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $105.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said A. M. Jacob, certificates of cancellation of special assessment liens against:

Lot 44 in Block 34 in Iron Workers Addition to South Chicago in Fractional Sections 8 and 17, Township 37 North, Range 15 East of the Third Principal Meridian, in Cook County, Illinois;

for nonpayment of the First, Second, Third, Fourth and Fifth Installments of Special Assessment Warrant No. 49979.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Larry Corporation (No. 4623 S. Damen Av.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $134.86, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Larry Corporation, to compromise the City's claim for the sum of $200.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $200.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Larry Corporation, certificates of cancellation of special assessment liens against:

Lot 89 in F. B. Clarke's Subdivision of Block 7 of Stone and Whitney's Subdivision of the West one-half of the Southeast quarter of Section 6, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

for the nonpayment of the First, Second, Third, Fourth and Fifth Installments of Special Assessment Warrant No. 50137.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Larry Corporation (No. 1634 W. 101st Pl).*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $130.98, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Larry Corporation, to compromise the City's claim for the sum of $140.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $140.00, and upon payment of County

Clerk's cancellation fees, is hereby authorized and directed to deliver to said Larry Corporation, certificates of cancellation of special assessment liens against:

Lot 12 in Brayton's Subdivision of Lot 11 in Block 4, in Blue Island Land and Building Company's Washington Heights, a Subdivision of the East one-half of the Southeast one-quarter (SE¼) of Section 7, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

for the nonpayment of the First Installment of Special Assessment Warrant No. 28001, the First Installment of Special Assessment Warrant No. 54155 and the First Installment of Special Assessment Warrant No. 54190.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Larry Corporation (Nos. 2221-2223 W. Superior St.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $273.86, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Larry Corporation, to compromise the City's claim for the sum of $386.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $386.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Larry Corporation, certificates of cancellation of special assessment liens against:

Lots 59 and 60 in Block 7 in Canal Trustees Subdivision of Section 7, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

for the nonpayment of the Third Installment of Special Assessment Warrant No. 37811, for the Fourth and Fifth Installments of Special Assessment Warrant No. 46682, for the First, Second, Third, Fourth and Fifth Installments of Special Assessment Warrant No. 46682A, for the First and Second Installment of Special Assessment Warrant No. 49216 and for the Flat Installment of Special Assessment Warrant No. 53522.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Loop Mortgage Corporation*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $465.88, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Loop Mortgage Corporation, to compromise the City's claim for the sum of $600.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $600.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Loop Mortgage Corporation, certificates of cancellation of special assessment liens against:

Lots 42 and 43 in Hunnell's Subdivision of Block 23 in Canal Trustees Subdivision of Section 7, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

for the nonpayment of the Fourth and Fifth Installments of Special Assessment Warrant No. 37811; the First, Second, Third, Fourth and Fifth Installments of Special Assessment Warrant No. 46682; the Flat Installment of Special Assessment Warrant No. 53522; the First, Second, Third, Fourth and Fifth Installments of Special Assessment Warrant No. 46682A; and the First, Second and Third Installments of Special Assessment Warrant No. 49139.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Larry Corporation (No. 4623 S. Damen Av.)*

WHEREAS, The City of Chicago has tax claims amounting to $97.92 against the premises hereinafter described, the original amount of which assessments total $19.16; and

WHEREAS, Other liens or incumbrances exist against said premises which bring the total of all claims to the sum of $1,559.19, and the fair value of said premises is $1,500.00; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrant involved and an offer has been received to compromise the City's claim for the sum of $45.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Mayor and the City Clerk hereby are authorized and directed to execute on behalf of the City of Chicago, a quitclaim deed to Larry Corporation, or its nominee of all right, title and interest acquired by and through certain tax deeds in and to the premises described as:

Lot 89 in F. B. Clarke's Subdivision of Block 7 in Stone and Whitney's Subdivision of the West one-half of the Southeast one-quarter Section 6, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

and the Comptroller, on delivery of $45.00, hereby is authorized and directed to deliver said quitclaim deed to said Larry Corporation.

SECTION 2. This ordinance shall be in force and effect from and after its passage and approval.

### *Compromise Settlement with Larry Corporation (No. 1634 W. 101st Pl.)*

WHEREAS, The City of Chicago has tax claims amounting to $404.54 against the premises hereinafter described, the original amounts of which assessments total $70.26; and

WHEREAS, Other liens or incumbrances exist against said premises which bring the total of all claims to the sum of $2,500.00, and the fair value of said premises is $2,119.22; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrant involved and an offer has been received to compromise the City's claim for the sum of $140.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Mayor and the City Clerk hereby are authorized and directed to execute on behalf of the City of Chicago, a quitclaim deed to Larry Corporation, or its nominee of all right, title and interest acquired by and through certain tax deeds in and to the premises described as:

> Lot 12 Brayton's Subdivision Lot 11 in Block 4 in Blue Island Land and Building Company's Washington Heights Subdivision in the East one-half of the Southeast quarter of Section 7, Township 37 North, Range 14 East of the Third Principal Meridian;

and the Comptroller, on delivery of $140.00 hereby is authorized and directed to deliver said quitclaim deed to said Larry Corporation.

SECTION 2. This ordinance shall be in force and effect from and after its passage and approval.

*Compromise Settlement with Larry Corporation (Nos. 2221-2223 W. Superior St.)*

WHEREAS, The City of Chicago has tax claims amounting to $104.37 against the premises hereinafter described, the original amounts of which assessments total $15.06; and

WHEREAS, Other liens or incumbrances exist against said premises which bring the total of all claims to the sum of $2,793.05, and the fair value of said premises is $2,000.00; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrant involved and an offer has been received to compromise the City's claims for the sum of $45.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Mayor and the City Clerk hereby are authorized and directed to execute on behalf of the City of Chicago, a quitclaim deed to Larry Corporation, or its nominee of all right, title and interest acquired by and through certain tax deeds in and to the premises described as:

> Lots 59 and 60 in Block 7 in Canal Trustees Subdivision of Section 7, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

and the Comptroller, on delivery of $45.00, hereby is authorized and directed to deliver said quitclaim deed to said Larry Corporation.

SECTION 2. This ordinance shall be in force and effect from and after its passage and approval.

*Compromise Settlement with Larry Corporation (Nos. 4219-4221 W. Taylor St.)*

WHEREAS, The City of Chicago has tax claims amounting to $151.01 against the premises hereinafter described, the original amounts of which assessments total $29.92; and

WHEREAS, Other liens or incumbrances exist against said premises which bring the total of all claims to the sum of $1,061.01, and the fair value of said premises is $1,500.00; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrant involved and an offer has been received to compromise the City's claim for the sum of $50.00, which has been recommended by the Committee on Finance; therefore,

*Be It Resolved by the City Council of the City of Chicago:*

SECTION 1. That the Mayor and the City Clerk hereby are authorized and directed to execute on behalf of the City of Chicago a quitclaim deed to Larry Corporation, or its nominee of all right, title and interest acquired by and through certain tax deeds in and to the premises described as

> Lot 4 in Block 4 in Webster Batcheller's Subdivision of Part of the Southeast quarter of Section 15, Township 39 North, Range 13 East of the Third Principal Meridian;

and the Comptroller, on delivery of $50.00 hereby is authorized and directed to deliver said quitclaim deed to said Larry Corporation.

SECTION 2. This ordinance shall be in force and effect from and after its passage and approval.

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## City Comptroller Authorized and Directed to Cancel Warrants for Collection Issued against Certain Charitable, Educational and Religious Institutions.

The Committee on Finance to which had been referred (April 9 and July 15, 1969) four proposed orders for cancellations of certain warrants for collection issued against specified charitable, educational and religious institutions, submitted reports recommending that the City Council pass the following substitute proposed order:

*Ordered,* That the City Comptroller is hereby authorized and directed to cancel specified warrants for collection issued against certain charitable, educational and religious institutions, as follows:

| *Name and Address* | *Warrant No. and Type of Inspection* | *Amount* |
|---|---|---|
| St. Mary's Church,<br>(Bishop of Pittsburgh)<br>No. 4949 S. Seeley Av. | F4-16849<br>(Mech. Vent.) | $19.55 |
| Chicago Youth Center,<br>No. 560 W. Harrison St. | D1-15159<br>(Sign) | 15.00 |
| First Liberal Psychic Church,<br>No. 3449 W. Altgeld St. | D1-4168<br>(Sign) | 7.50 |
| Bel Clark Billiards,<br>No. 916 W. Belmont Av. | D1-3474<br>(Sign) | 31.25. |

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Holman, Despres, Rayner, Bohling, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Fried, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—44.

*Nays*—None.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

### City Comptroller Authorized to Accept Compromise Offers in Settlement of Certain Warrants for Collection.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

> *Ordered,* That the City Comptroller is authorized, in accordance with his request dated July 14, 1969, and the attached recommendations of the Corporation Counsel to accept compromise offers in settlement of various warrants for collection as follows:

| *Year* | *Warrant No.* | *Amount* | *Compromise Offer* |
|---|---|---|---|
| 1968 | E-11 | $1,745.90 | $750.00 |
| 1965 | D-99418 | 180.26 | 130.00 |
| 1965 | D-99019B | 249.36 | 180.00 |
| 1968 | D-98733 | 191.79 | 174.86 |
| 1969 | D-98493B | 280.16 | 210.00 |
| 1969 | D-98532 | 253.13 | 174.66 |
| 1969 | D-98536 | 384.93 | 281.25 |
| 1969 | D-98550 | 276.45 | 205.00 |
| 1969 | D-98575 | 184.87 | 138.66 |
| 1969 | D-98589 | 289.66 | 217.25 |
| 1969 | D-98594 | 274.07 | 205.46 |
| 1969 | D-98611 | 312.98 | 234.74 |
| 1969 | D-98632 | 229.05 | 161.75 |
| 1969 | D-98683 | 119.75 | 60.00 |
| 1965 | F-83A | 74.17 | 50.00 |
| 1969 | F-879 | 702.05 | 526.74 |
| 1969 | F-891 | 584.58 | 438.33 |
| 1969 | F-1425A | 300.48 | 225.36 |
| 1969 | F-1436 | 116.85 | 80.00 |
| 1968 | F-1807B | 213.04 | 160.00 |
| 1969 | F-1978 | 138.00 | 103.50 |
| 1969 | F-2246A | 176.53 | 88.26 |
| 1969 | F-2272 | 56.45 | 42.34 |
| 1969 | F-2290 | 159.70 | 143.73 |
| 1967 | F-2170 | 89.17 | 66.88 |
| 1969 | G-35 | 705.58 | 564.47 |
| 1969 | N-4224 | 23.07 | 17.00 |
| 1969 | N-4335 | 18.06 | 13.55 |
| 1969 | N-4361 | 24.47 | 18.35 |
| 1969 | N-4408 | 17.07 | 13.00. |

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Holman, Despres, Rayner, Bohling, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Fried, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—44.

*Nays*—None.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

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### Authority Granted for Issuance of Free Permits, License Fee Exemptions and Cancellation of Water Rates for Certain Charitable, Educational and Religious Institutions.

The Committee on Finance to which had been referred (July 15, 1969) seven proposed ordinances transmitted therewith to authorize issuance of free permits, license fee exemptions and cancellation of water rates for certain charitable, educational and religious institutions, submitted reports recommending that the City Council pass said proposed ordinances.

On separate motions made by Alderman Keane *each* of the said proposed ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Holman, Despres, Rayner, Bohling, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Fried, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—44.

*Nays*—None.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

Said ordinances as passed read respectively as follows (the Italic heading in each case not being a part of the ordinance):

#### FREE PERMITS

#### *The Antioch Missionary Baptist Church*

> *Be It Ordained by the City Council of the City of Chicago:*
>
> SECTION 1. That the Commissioner of Buildings, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Water and Sewers and the Commissioner of Health, are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary to the Antioch Missionary Baptist Church for the construction of an addition to existing church building on the premises known as No. 415 W. Englewood Avenue.
>
> Said building shall be used exclusively for religious and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.
>
> SECTION 2. This ordinance shall take effect and be in force from and after its passage.

#### *The Catholic Bishop of Chicago (Resurrection Church)*

> *Be It Ordained by the City Council of the City of Chicago:*
>
> SECTION 1. That the Commissioner of Buildings, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Water and Sewers and the Commissioner of Health, are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to The Catholic Bishop of Chicago (Resurrection Church) for rehabilitation of existing electrical system, for installation of new wiring, fixtures and equipment as necessary and for the use of water in conjunction with such project, in existing church buildings, on the premises known as No. 5082 W. Jackson Boulevard.
>
> Said buildings shall be used exclusively for religious and educational purposes and shall not be leased or otherwise used with a view to profit, and

the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

LICENSE FEE EXEMPTIONS

*Augustana Nursery*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a change is made for the care of children, is hereby exempted from the payment of the license fee for the current license period, which expires April 30, 1970: Augustana Nursery, No. 400 W. Dickens Avenue.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

*Misericordia Home*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 136-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Misericordia Home, No. 2915 W. 47th Street, is hereby exempted from payment of the annual license fee provided in Section 136-4, for the current license period: for the year 1969.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

*Old Peoples Home of Chicago (The Admiral)*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 136-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Old Peoples Home of Chicago (The Admiral), No. 909 W. Foster Avenue, is hereby exempted from payment of the annual license fee provided in Section 136-4, for the current license period: for the year 1969.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

*Columbus Hospital*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1969: Columbus Hospital, No. 2520 N. Lakeview Avenue.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

CANCELLATION OF WATER RATES

*Douglas Park Covenant Church*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 185-47 of the Municipal Code of Chicago, the Commissioner of Water and Sewers is hereby authorized and directed to cancel all existing water rates assessed against the Douglas Park Covenant Church, Mr. N. A. Peterson, No. 2221 S. California Avenue.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

## Corporation Counsel Authorized and Directed to Institute Foreclosure Proceedings for Delinquent Special Assessments.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

*Ordered,* That the Corporation Counsel is authorized and directed to file foreclosure proceedings on account of delinquent special assessments against the parcels of property shown on the following tabulation, and the Committee on Finance is directed to transmit all documents in connection with said requests to the Corporation Counsel for action:

| *Parcel* | *Location* | *Owner* | *Amount* |
|---|---|---|---|
| | Nos. 4318-4322 and Nos. 4356-4358 S. Ashland Av. | LaSalle National Bank, Trustee, Trust No. 39637 | $1,444.00. |

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Holman, Despres, Rayner, Bohling, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Fried, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—44.

*Nays*—None.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

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## City Comptroller Authorized to Advertise for Sale City-Owned Property at No. 1750 W. Grand Av.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant City property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago:

The West 30 feet of Lots 33, 36, 37 and 40 in Block 3 in Embree's Subdivision of the Northwest portion of Block 18 in Canal Trustees Subdivision of Section 7, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, commonly known as No. 1750 W. Grand Avenue, Chicago, Illinois.

Bids for purchase of said property are hereby solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms and time for reception of bids for said property.

SECTION 2. This ordinance shall take effect and be in full force from and after the date of its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Holman, Despres, Rayner, Bohling, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Fried, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—44.

*Nays*—None.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

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### Payment of Judgment Order Authorized for Acquisition of Property for Construction of S. Kedzie Avenue Bridge.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

> *Ordered,* That the Department of Law is authorized in accordance with its request dated July 14, 1969 to authorize payment of judgment in the amount of $20,000.00 for acquisition of title to property for construction of a bridge over S. Kedzie Avenue—City of Chicago v. Exchange National Bank of Chicago etc., et al., No. 68 L 17660—S. Kedzie Avenue Bridge.

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Holman, Despres, Rayner, Bohling, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Fried, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—44.

*Nays*—None.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

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### Authority Granted for Installation of Traffic-Control Signals at Specified Locations.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

> *Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to install traffic-control signals as follows:

| *Intersection* | *Estimated Cost* |
|---|---|
| N. LeClaire Avenue and W. Foster Avenue | $16,889.06 |
| S. Sacramento Avenue and W. 55th Street | 15,677.58 |
| S. Wells Street and W. 57th Street | 11,980.95 |

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Holman, Despres, Rayner, Bohling, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Fried, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—44.

*Nays*—None.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

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### Execution of Easement Agreement Authorized with City Bank & Trust Co. for Ingress and Egress Driveway for Vehicle Bank Depository at W. 63rd St. and S. Halsted Pkwy.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Mayor be, and he is hereby authorized and directed to execute, the City Clerk to attest, and the Comptroller to accept and file for record, a certain Easement Agreement from the City of Chicago to the Chicago City Bank & Trust Co., granting the Chicago City Bank & Trust Co., an Easement as described, which Easement Agreement is in form and substance as follows:

EASEMENT

For and in consideration of the sum of One Dollar ($1.00), and other valuable consideration, the receipt whereof is hereby acknowledged, the City of Chicago, a body politic and corporate, organized and existing under, and by virtue of the laws of the State of Illinois (hereinafter called the "Grantor"), does hereby grant and convey unto the Chicago City Bank & Trust Co., a corporation, organized and existing under, and by virtue of the laws of the State of Illinois (hereinafter called the "Grantee"), and unto its successors and assigns, an Easement for the purpose of installation, operation, maintenance, repair and use of a right of way in, through over and along the following described real estate:

> That part of Lots 1 and 2 in Doland's Subdivision of Lots 1, 4, 10 and 11 in Block 5 in Linden Grove Subdivision, being part of the Northwest 1/4 of Section 21, Township 38 North, Range 14 East of the Third Principal Meridian and that part of the vacated alley lying South of said Lots 1 and 2, together with that part of Lots 1 to 6 in Rich's Subdivision of Lot 5, the North 25.0 feet of Lots 8 and 9 in Block 5 in Linden Grove, aforesaid and that part of the vacated alley and vacated West 63rd Place in said Rich's Subdivision and that part of Lot 12 in Block 5 in Linden Grove, aforesaid, falling within the following described tract of land, to-wit: Beginning at a point on the South line of the North 100.0 feet of said Lots 1 and 2 in Doland's Subdivision aforesaid, said point being 8.0 feet West of the East line of said Lot 1, (said East line of Lot 1 being also the West line of former S. Union Avenue and the East line of Block 5 in Linden Grove aforesaid) and running thence South 00 degrees 01 minutes 33 seconds East along a line 8.0 feet West of and parallel with said West line of former S. Union Avenue, a distance of 282.19 feet; thence South 38 degrees 0 minutes 0 seconds West, a distance of 37.90 feet more or less to the Easterly line of Emerald Drive; thence

Northwesterly along said last described line a distance of 22.07 feet; thence North 38 degrees 0 minutes 0 seconds East a distance of 26.50 feet to an intersection with a line 26.0 feet West of and parallel with said West line of former S. Union Avenue; thence North 00 degrees 01 minute, 33 seconds West along said last described line a distance of 247.58 feet to a point of curve; thence running Northwesterly along a curved line, convex to the Northeast and having a radius of 30.0 feet, a distance of 28.50 feet to said South line of the North 100.0 feet of said Lots 1 and 2 in Doland's Subdivision; thence North 89 degrees 48 minutes 23 seconds, East along said last described line a distance of 30.53 feet to the place of beginning, in Cook County, Illinois, including ingress and access to Emerald Drive.

*Also*

That part of Lots 1 to 7 inclusive in Doland's Subdivision of Lots 1, 4, 10 and 11 in Block 5 in Linden Grove Subdivision, being part of the Northwest ¼ of Section 21, Township 38 North, Range 14 East of the Third Principal Meridian, described as follows: Beginning at a point on a line 100 feet South of and parallel with the North line of said Lots 1 to 7, said point being 100.00 feet West of the East line of said Lot 1 and running thence South 89 degrees 48 minutes 23 seconds West along said line 100.00 feet South of and parallel with the North line of said Lots 1 to 7, a distance of 68.79 feet to an intersection with a line drawn parallel with the East line of said Lot 1 from a point on the North line of said Lot 7, said point being 6.00 feet East of the Northwest corner of said Lot 7; thence South 00 degrees, 01 minute, 33 seconds East along said line drawn parallel with the East line of said Lot 1, a distance of 17.50 feet; thence North 89 degrees, 48 minutes, 23 seconds, East a distance of 40.07 feet; thence North 58 degrees 30 minutes, 00 seconds, East a distance of 33.68 feet to the place of beginning, in Cook County, Illinois, including ingress and access to Emerald Drive.

The Grantor, its successors and assigns reserves the right to use said property for any purpose not adverse or in interference of the Easement herein granted. The Grantee shall operate and maintain its Easement in such a manner as not to interfere with the rights reserved to the Grantor, and shall keep said Easement right of way in good repair and condition, and operate same so as not to interfere with the facilities of the Grantor.

The Grantee shall not occupy for vehicle parking purposes, any portion of the Easement area. When, as and if, the Grantee, its successors and assigns, shall cease to operate and maintain its banking facilities for which the Easement is granted, then all rights of the Grantee, under said Easement, shall terminate.

The Grantee agrees to indemnify, save and keep harmless the Grantor, its agents, employes, successors and assigns from all liability, lien, judgment, cost, damage and expense of whatsoever kind and nature which may in any way be suffered by the Grantor, or its agents, employes, successors or assigns by reason of, or in consequence of the operation of said Easement by the Grantee or for, or on account of any act or thing done or suffered, or omitted to be done, under the grant of this Easement by the Grantee.

No member of the governing body of the City of Chicago or the Department of Urban Renewal, and no other officer, employee or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this agreement pertains, shall have any personal interest, direct or indirect, in this contract.

No member of, or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this agreement or to any benefit to arise herefrom.

In Witness Whereof, the City of Chicago has caused these presents to be executed in its name by the Mayor and its corporate seal to be hereunto affixed and attested by the City Clerk, and the Chicago City Bank & Trust Co., has caused these presents to be executed in its name by its President, and its corporate seal to be hereunto affixed and attested by its Secretary, the....................day of ........................, 19.........

[Signature forms omitted]

SECTION 2. This ordinance shall be effective upon its passage and approval.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Holman, Despres, Rayner, Bohling, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Fried, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—44.

*Nays*—None.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

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### Release of City's Interest in Sewer Easement Agreement Authorized for Servicing Catchbasin at No. 5841 N. Winthrop Av.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Mayor be and he is hereby authorized to execute, the City Clerk to attest, the Commissioner of Water and Sewers to approve, and the Deputy Commissioner for Sewers, to counter-sign a certain instrument of release, releasing the City's interest in a certain Easement Agreement for sewers, which Release of Easement is in form and substance as follows:

RELEASE OF EASEMENT

In consideration of the sum of One Dollar and other good and valuable consideration, receipt of which is hereby acknowledged, the City of Chicago hereby releases and quitclaims to The Cosmopolitan National Bank of Chicago, a National Banking Association, as Trustee under Trust Agreement dated March 12, 1968, and known as Trust No. 17648, all right, title and interest which the City may have acquired in and to the following described real estate:

The South 5 feet of Lot 2 in resubdivision of Lots 19 and 20 in Block 2 of Cochran's Addition to Edgewater, a Subdivision of the south 1946 feet of the West 1320 feet of the East fractional half of Section 5, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois,

by virtue of an Easement Agreement from Henrietta L. Forester to City of Chicago, dated September 10, 1915 and recorded November 15, 1915 as Document No. 5752416 in Book 13432, Page 577.

[Signature forms and Acknowledgment omitted]

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Holman, Despres, Rayner, Bohling, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Fried, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—44.

*Nays*—None.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

### Authority Granted for Laying of Water Mains at Sundry Locations.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

*Ordered,* That the Commissioner of Water and Sewers is hereby authorized to lay water mains in the following streets:

W. Adams Street (24′ NSL) from 3′ WWL S. Dearborn Street to 39′ WEL S. Clark Street, at an estimated cost of $50,438.13, and charge same to the Revolving Fund—Department of Public Works;

W. 42nd Street (29′ SNL) from 17′ EWL S. Stewart Avenue to 10′ WEL S. Princeton Avenue;

W. 42nd Place (28′ NSL) from 104′ WWL S. Stewart Avenue to 10′ WEL S. Princeton Avenue, at an estimated cost of $52,175.06, and charge Revolving Fund—Chicago Housing Authority, not to exceed $9,300.00—Replacement—all in excess of $9,300.00 290-8270(7940)..553;

N. Lamon Avenue from 25′ SNL W. Gunnison to 137′ NNL W. Gunnison Street, and charge same to Revolving Fund—Metropolitan Sanitary District, not to exceed $4,386.75;

N. Lamon Avenue from 137′ NNL W. Gunnison Street to 33′ SNL W. Ainslie Street, at an estimated cost of $4,962.22, and charge same to Water Fund—290-8270(7940).552—Circulation; and

*Be It Further Ordered,* That the Commissioner of Water and Sewers is hereby authorized to lay water mains in the following streets

N. Kenton Avenue (8-15′ EWL) from 23′ SNL W. Superior Street to 10′ SSL W. Chicago Avenue;

W. Superior Street (23′ SNL) from 18′ EWL to 42′ WWL N. Kenton Avenue, at an estimated cost of $23,233.60;

and charge same to Circulation 290-8270(7940).553 (281′ of 8″ DI) Replacement 290-8270(7940).553 (654′ of 8″ DI); and

*Be It Further Ordered,* That the Commissioner of Water and Sewers is hereby authorized to lay water mains in the following streets,

W. 23rd Place (27′ SNL) from 30′ EWL S. Leavitt Street to 25′ WWL S. Oakley Avenue, at an estimated cost of $25,055.63

and charge same to Account 290-8270(7940).553—Replacement.

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Holman, Despres, Rayner, Bohling, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Fried, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—44.

*Nays*—None.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

### Authority Granted for Payments for Hospital, Medical and Nursing Services Rendered Certain Injured Members of Fire and Police Depts.

The Committee on Finance submitted a report recommending that the City Council pass a proposed order transmitted therewith, to authorize payments of hospital, medical and nursing services rendered certain injured members of the Fire and Police Departments.

On motion of Alderman Keane the said proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Holman, Despres, Rayner, Bohling, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Fried, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—44.

*Nays*—None.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

**The following is said order as passed:**

*Ordered,* That the City Comptroller is authorized and directed to issue vouchers, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department herein named, provided such members of the Police Department shall enter into an agreement in writing with the City of Chicago to the effect that, should it appear that any of said members of the Police Department have received any sum of money from the party whose negligence caused such injury, or have instituted proceedings against such party for the recovery of damage on account of such injury or medical expense, then in that event the City shall be reimbursed by such member of the Police Department out of any sum that such member of the Police Department has received or may hereafter receive from such third party on account of such injury or medical expense, not to exceed the amount that the City may, or shall, have paid on account of such medical expense, in accordance with Opinion No. 1422 of the Corporation Counsel of said City, dated March 19, 1926. The payment of any of these bills shall not be construed as an approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of such claims, as allowed, is set opposite the names of the injured members of the Police Department, and vouchers are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937:

| | |
|---|---|
| Arthur J. Bass, 032361, District 7; injured May 23, 1969 ................ | $ 76.00 |
| William G. Burns, 091805, Traffic Division; injured May 18, 1969.......... | 57.00 |
| Efren Castaneda, 114524, District 9; injured May 6, 1969................. | 40.00 |
| Torrence C. Davies, 172190, Task Force; injured May 22, 1969.............. | 15.00 |
| Donald G. Gleeson, 285729, District 10; injured May 6, 1969............... | 31.25 |
| Kenneth J. Golab, 288520, District 2; injured April 30, 1969............... | 96.50 |
| Fred Hall, 314558, District 11; injured May 3, 1969...................... | 32.75 |
| Dennis A. Isola, 369526, District 13; injured May 2, 1969................. | 66.00 |
| Harvey Cohen, 132623, District 1; injured March 5, 1969.................... | 45.00 |
| William E. Craven, 154859, Bureau of Inspectional Services; injured May 7, 1969 ............................ | 9.00 |
| Gene E. Taylor, 801230, District 7; injured January 28, 1969............. | 5.00 |
| Patrick J. Judge, 394105, District 8; injured April 30, 1969............... | 57.68 |
| Thomas Karalis, 400246, Bureau of Inspectional Services; injured May 13, 1969 ............................ | 44.00 |
| Eugene R. Karlin, 400947, Traffic Division; injured May 17, 1969.......... | 52.00 |
| Leroy J. Klisnick, 425523, Traffic Division; injured March 26, 1969........ | 190.00 |
| Norman J. Kukuk, 443302, District 1; injured February 16, 1969............ | 1,136.40; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to issue vouchers, in conformity with the schedule herein set forth to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Fire and Police Departments herein named. The payment of any of these bills shall not be construed as an approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of said claims is set opposite the names of the injured members of the Fire and Police Departments, and vouchers are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937:

| | |
|---|---|
| Frank J. Boehm, 056879, Traffic Division; injured July 3, 1968................$ | 810.75 |
| Thomas P. Brennan, 072050, District 18; injured April 3, 1969................ | 30.00 |
| William R. Burwell, 092535, Traffic Division; injured November 3, 1968...... | 75.00 |
| Natale R. Cale, 098762, District 18; injured May 4, 1969................. | 15.00 |
| Robert J. Cooley, 145481, District 4; injured May 21, 1966................ | 10.00 |
| Anthony Decero, 176053, Task Force; injured April 20, 1967................ | 25.00 |
| Louis J. Dyckman, 215103, District 7; injured February 5, 1969.............. | 25.00 |
| John J. Fleming, 247307, District 20; injured December 26, 1968........... | 50.00 |
| Raymond J. Forrest, Jr., 254058, Traffic Division; injured March 5, 1968...... | 25.00 |
| Melvin A. Galloway, 267425, District 15; injured January 15, 1969........... | 16.00 |
| Salvatore J. Guffrea, 308895, District 13; injured April 26, 1969............... | 199.85 |
| Hubert Heraty, 340009, District 17; injured September 20, 1968............ | 90.00 |
| George J. Kappel, 399901, District 20; injured December 21, 1968.......... | 25.00 |
| John J. Keane, 404317, Detective Division; injured February 5, 1969....... | 8.00 |
| Thomas N. Kearns, 405007, District 18; injured March 31, 1969............ | 5.00 |
| Thomas A. Kopiczko, 431920, District 17; injured March 30, 1969............. | 8.00 |
| Lambros Koumoundouros, 434516, District 15; injured May 8, 1969........ | 58.00 |
| Francis J. Lahey, 449098, District 1; injured May 6, 1969................. | 17.00 |
| Donald R. Lohse, 475157, District 14; injured April 19, 1969................ | 3.00 |
| John J. Lyons, 485565, District 2; injured October 13, 1968.................. | 30.00 |
| Donald Malkowski, 494408, District 4; injured April 14, 1969................ | 13.00 |
| Frank J. Master, 509833, District 1; injured May 6, 1969................. | 6.00 |
| Robert Mays, 513567, Bureau of Inspectional Services; injured April 8, 1969.. | 7.00 |
| Robert F. Minaglia, 556416, District 20; injured December 28, 1968.......... | 40.00 |
| John W. Murtaugh, 582360, Detective Division; injured March 23, 1969...... | 75.00 |
| Emil W. Nelson, 589720, District 17; injured December 12, 1968............ | 25.00 |
| Anthony D. Norka, 598391, District 4; injured April 14, 1969............... | 165.00 |
| Dennis M. O'Brien, 602842, District 20; injured March 28, 1969............. | 25.00 |
| John A. Pappas, 630560, District 14; injured March 23, 1969.............. | 7.00 |
| Joseph S. Parisi, 631230, District 20; injured April 18, 1969............. | 10.00 |
| Vito Partipilo, 633121, District 13; injured October 25, 1968............. | 8.00 |
| Michael A. Plovanich, 653141, District 18; injured July 1, 1968............... | 25.00 |
| Stephen C. Potopa, 658398, District 17; injured March 24, 1969............. | 10.00 |

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|---|---|
| Vincent R. Rizza, 690354, Police Training Division; injured March 10, 1969.....$ | 75.00 |
| Andrew Rodack, 694610, Task Force; injured October 12, 1968.............. | 25.00 |
| Robert M. Ryband, 712114, Police Training Division; injured September 27, 1968 ............................. | 60.00 |
| Alfred S. Schultz, 730354, District 6; injured January 6, 1969.............. | 150.00 |
| Terrance W. Senese, 737259, District 7; injured April 25, 1969.............. | 20.00 |
| Oliver J. Singleton, 751824, Bureau of Inspectional Services; injured January 24, 1969 ......................... | 9,595.57 |
| Augustus D. Stanfield, 774203, Bureau of Inspectional Services; injured January 3, 1969 .......................... | 95.00 |
| William Tlapa, 811463, District 21; injured December 18, 1967........... | 12.50 |
| Frank J. Trzos, 820594, Central Service Division; injured April 11, 1969...... | 75.00 |
| John Tucker, 821100, District 4; injured October 8, 1968..................... | 44.50 |
| Peter L. Wood, 879499, District 6; injured April 13, 1969...................... | 7.00 |
| Mike Zakoiah, 888030, District 18; injured May 4, 1969................. | 15.00 |
| Kevin P. Baldwin, 024167, District 15; injured February 1, 1969........... | 7.00 |
| William E. Bickel, 047495, District 17; injured December 26, 1968.......... | 5.00 |
| James T. Boylan, 065849, District 8; injured January 12, 1969............ | 104.00 |
| James H. Butler, 093898, District 18; injured March 21, 1969............... | 10.00 |
| David Czubak, 165842, Task Force, injured November 15, 1968........... | 200.00 |
| Thomas F. Dowd, 202062, Task Force; injured September 23, 1968.......... | 100.00 |
| Philip P. Ducar, 207498, District 21; injured September 24, 1968........... | 8.00 |
| Brian E. DuFour, 209380, District 15; injured February 23, 1969............ | 1.00 |
| Michael Dunne, 211968, Task Force; injured February 13, 1969........... | 20.00 |
| William V. Ely, 222548, District 20; injured October 27, 1968.............. | 25.00 |
| Nunzie Evola, 228367, District 8; injured February 24, 1969.................. | 4.00 |
| Jerome Galfano, 265455, District 15; injured September 1, 1967............ | 30.00 |
| Christian F. Grom, 306406, District 10; injured December 10, 1966.......... | 250.00 |
| Eugene P. Nevins, 592303, District 7; injured August 12, 1968............. | 15.00 |
| John M. O'Shea, 617171, District 15; injured March 12, 1969............... | 48.00 |
| Robert Schippman, 725792, District 20; injured November 21, 1968......... | 15.00 |
| Edward L. Simanek, 749593, Task Force; injured June 4, 1968............... | 339.67 |
| Ramsey J. Strother, 785534, Task Force; injured November 7, 1968.......... | 119.00 |
| Fred J. Tilford, 810589, District 2; injured November 23, 1968........... | 10.00 |
| Nick V. Vitale, 834440, District 15; injured December 24, 1968........... | 6.00 |
| Mary Jane K. Winn, 874575, Police Training Division; injured March 29, 1968.. | 112.20 |

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| Nicholas Zuklic, 894711, District 9; injured May 7, 1968..................$ | 31.10 |
| Michael J. Coyne, 153789, Traffic Division; injured March 19, 1969........ | 33.00 |
| Robert Gaides, 264638, Detective Division; injured May 25, 1969.......... | 4.00 |
| Robert J. Hanrahan, 319027, District 19; injured April 3, 1969............... | 10.00 |
| Louis J. Marosi, 503010, District 15; injured March 12, 1969............... | 47.00 |
| Richard McKelvey, 534405, Bureau of Inspectional Services; injured March 28, 1969 ............................ | 9.00 |
| Vincent R. Rizza, 690354, Police Training Division; injured March 10, 1969..... | 15.00 |
| James P. Sweeney, 793799, Task Force; injured May 13, 1968.............. | 44.00 |
| John Doherty, 194042, Traffic Division; injured April 11, 1969............. | 47.00 |
| Joseph Harrision, 325512, Task Force; injured May 24, 1969.............. | 10.00 |
| Frederick S. Harder, 320712, District 12; injured May 17, 1969.............. | 10.00 |
| John H. Hoeger, 349324, District 19; injured May 30, 1969................ | 10.00 |
| Arthur L. Howard, 358685, District 21; injured June 6, 1969................ | 12.50 |
| Victor Iwaniw, 369979, Police Training Division; injured May 16, 1969...... | 70.00 |
| Raymond A. Karlik, 400936, District 10; injured June 5, 1969................ | 37.50 |
| Stanley W. Katalinic, 402485, District 3; injured June 1, 1969............... | 13.50 |
| Michael R. Keehan, 406020, District 19; injured May 27, 1969.............. | 10.00 |
| Charles O. Kitchen, 422840, Task Force; injured June 11, 1969.............. | 35.00 |
| Gerald J. Kush, 444875, District 6; injured May 28, 1969............... | 37.40 |
| Dennis L. Bates, Firefighter, Engine Co. 35; injured February 27, 1969........ | 45.00 |
| Gerald Bernatski, Firefighter, Hook and Ladder 28; injured January 9, 1969.. | 33.00 |
| Joseph J. Bollentino, Firefighter, Hook and Ladder 16; injured March 6, 1969 | 16.50 |
| Ralph E. Boyce, Firefighter, Engine Co. 57; injured January 25, 1969........ | 28.00 |
| William Calkins, Firefighter, Hook and Ladder 48; injured January 2, 1969.. | 15.15 |
| Francis Craven, Firefighter, Snorkel Squad 2; injured December 30, 1968.. | 44.35 |
| Hilary Curran, Firefighter, Hook and Ladder 46; injured March 18, 1969... | 6.00 |
| Edward Erickson, Firefighter, Hook and Ladder 58; injured January 26, 1969.. | 143.95 |
| James Finney, Firefighter, Engine Co. 67; injured March 14, 1969............. | 85.00 |
| William F. Foley, 2nd Deputy Chief Fire Marshal, Repair Shops; injured January 27, 1969..................... | 421.00 |
| Joseph Fitzgerald, Captain, Engine Co. 5; injured March 18, 1969........... | 25.85 |
| John W. Grasser, Firefighter, Hook and Ladder 26; injured January 29, 1969.. | 58.00 |
| Edward J. Gron, Firefighter, Engine Co. 83; injured February 25, 1969....... | 126.50 |
| Joseph C. Graber, Firefighter, Engine Co. 44; injured January 25, 1969........ | 166.75 |

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|---|---|
| Robert M. Hurley, Firefighter, Hook and Ladder 32; injured December 22, 1968 | $ 21.00 |
| William F. Jelinek, Lieutenant, Hook and Ladder 26; injured February 13, 1969 | 31.50 |
| Thomas J. Kearns, Firefighter, Hook and Ladder 44; injured March 18, 1969 | 35.50 |
| William B. Kelly, Firefighter, Hook and Ladder 38; injured March 10, 1969 | 9.00 |
| George Kirwan, Firefighter, Engine Co. 126; injured December 24, 1968 | 72.50 |
| Leonard Kloos, Lieutenant, Hook and Ladder 46; injured March 22, 1969 | 31.24 |
| Kenneth Kroening, Firefighter, Hook and Ladder 33; injured January 4, 1969 | 173.00 |
| Frank Leberis, Firefighter, Engine Co. 95; injured February 24, 1969 | 10.00 |
| John G. LeMaire, Firefighter, Salvage Squad 6; injured January 25, 1969 | 57.00 |
| Joseph Lestinsky, Firefighter, Hook and Ladder 30; injured January 19, 1969 | 34.25 |
| Lawrence Lillie, Firefighter, Engine Co. 38; injured December 28, 1968 | 69.00 |
| Edward Loda, Firefighter, Hook and Ladder 28; injured November 13, 1968 | 10.00 |
| Thomas J. Loftus, Firefighter, Hook and Ladder 47; injured December 31, 1968 | 40.50 |
| John P. Lyons, Lieutenant, Hook and Ladder 37; injured January 10, 1969 | 27.00 |
| Arthur M. Miller, Firefighter, Hook and Ladder 7; injured March 21, 1967 | 20.00 |
| Harold Maul, Lieutenant, Hook and Ladder 3; injured March 30, 1969 | 87.50 |
| Wilbert O'Boyle, Lieutenant, Engine Co. 64; injured February 27, 1969 | 43.50 |
| William Olson, Firefighter, Engine Co. 84; injured January 14, 1969 | 27.50 |
| Richard O'Toole, Firefighter, Engine Co. 15; injured March 15, 1969 | 29.00 |
| Donald B. Poteracki, Firefighter, Engine Co. 79; injured December 31, 1969 | 43.00 |
| John Prendergast, Lieutenant, Engine Co. 101; injured March 14, 1969 | 19.50 |
| Joseph R. Riley, Firefighter, Snorkel 7; injured March 10, 1969 | 16.00 |
| Frank N. Rizzo, Firefighter, Snorkel Squad 1; injured April 11, 1969 | 16.00 |
| Alfred J. Robin, Firefighter, Engine Co. 29; injured December 2, 1968 | 27.00 |
| Leonard Robinson, Firefighter, Engine Co. 9; injured January 1, 1969 | 50.00 |
| William Rohn, Firefighter, Hook and Ladder 5; injured March 19, 1969 | 14.40 |
| Joseph W. Seper, Captain, Hook and Ladder 51; injured December 20, 1968 | 10.00 |
| Angelo Spiros, Engineer, Engine Co. 112; injured February 11, 1969 | 121.50 |
| Emmerson Stewart, Firefighter, Hook and Ladder Co. 16; injured November 29, 1968 | 54.00 |
| Arthur J. Slack, Firefighter, Engine Co. 70; injured January 5, 1969 | 15.00 |
| William V. Yacullo, Firefighter, Hook and Ladder Co. 25; injured January 9, 1969 | 26.00 |
| Edward J. Brennan, Captain, Engine Co. 30; injured February 4, 1969 | 174.05 |
| Henry Brown, Firefighter, Engine Co. 16; injured March 7, 1969 | 39.50 |
| Chester Bukowiecz, Firefighter, Engine Co. 11; injured June 6, 1968 | 6.75 |

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|---|---|
| James W. Churchill, Firefighter, Ambulance 13; injured March 27, 1969 | $ 5.95 |
| Harry Cieslak, Lieutenant, Hook and Ladder 21; injured February 6, 1969 | 25.00 |
| James A. Connolly, Firefighter, Hook and Ladder 46; injured March 22, 1969 | 18.00 |
| Edward B. Cushing, Lieutenant, Hook and Ladder 7; injured March 28, 1969 | 13.00 |
| George Davidson, Firefighter, Hook and Ladder 37; injured February 18, 1969 | 12.00 |
| Thomas J. DeLong, Lieutenant, Engine Co. 94; injured March 15, 1969 | 28.00 |
| George J. Doody, Lieutenant, 5th Division Relief; injured February 3, 1969 | 19.50 |
| Michael R. Dore, Jr., Firefighter, Hook and Ladder 41; injured April 27, 1968 | 15.25 |
| Emmitt D. Hays, Captain, 1st Division Relief; injured December 30, 1968 | 52.85 |
| Robert Hoehn, Firefighter, Hook and Ladder 28; injured February 15, 1969 | 48.75 |
| Ronald G. Horist, Firefighter, Engine Co. 55; injured February 1, 1969 | 77.50 |
| Harry M. Leitzell, Captain, Engine Co. 13; injured March 22, 1969 | 45.25 |
| Glenn W. Miller, Firefighter, Snorkel Squad 3; injured February 4, 1969 | 13.75 |
| Walter Miller, Firefighter, Engine Co. 89; injured April 21, 1969 | 12.00 |
| Jasper C. Montalbano, Lieutenant, Engine Co. 7; injured April 24, 1969 | 32.40 |
| Michael Murphy, Firefighter, Engine Co. 67; injured January 23, 1969 | 27.50 |
| James O'Donnell, Firefighter, Engine Co. 100; injjured December 25, 1968 | 37.50 |
| Michael J. Rooney, Firefighter, Engine Co. 45; injured September 3, 1968 | 24.00 |
| Michael J. Rooney, Firefighter, Engine Co. 45; injured June 2, 1968 | 68.50 |
| Michael J. Rooney, Firefighter, Engine Co. 45; injured August 23, 1967 | 10.00 |
| Michael J. Rooney, Firefighter, Engine Co. 45; injured October 12, 1968 | 12.00 |
| Norman Sachman, Engineer, Engine Co. 71; injured January 8, 1969 | 19.00 |
| Sebastian Scalone, Firefighter, Hook and Ladder 61; injured January 21, 1969 | 28.00 |
| Crawford M. Smith, Battalion Chief, Battalion 10; injured March 6, 1969 | 43.50 |
| Ronald F. Wiese, Firefighter, Salvage Squad 6; injured March 29, 1969 | 12.00 |
| Frank J. Williams, Lieutenant, Hook and Ladder 18; injured April 4, 1969 | 16.50 |
| Harry Wilhelm, Firefighter, Engine Co. 10; injured March 31, 1969 | 24.00 |
| George Barutzke, Captain, Hook and Ladder 23; injured December 30, 1968 | 50.00 |
| Henry J. Buikema, Battalion Chief, Battalion 17; injured December 25, 1965 | 18.00 |
| William D. Carroll, Firefighter, Engine Co. 84; injured November 24, 1967 | 3.00 |
| Louis Czene, Firefighter, Engine Co. 72; injured July 6, 1968 | 35.00 |
| Louis Czene, Firefighter, Engine Co. 72; injured November 24, 1968 | 78.00 |
| Richard Foy, Captain, Engine Co. 101; injured July 4, 1968 | 15.00 |
| Roy Hauser, Firefighter, Hook and Ladder Co. 51; injured October 13, 1968 | 15.00 |

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| Mark J. Hickey, Firefighter, Hook and Ladder Co. 2; injured December 31, 1968 | $ 20.00 |
| John P. Hobert, Firefighter, Snorkel Squad 8; injured October 27, 1964 | 25.00 |
| Julian Jastrzebowski, Firefighter, Engine Co. 126; injured May 1, 1961 | 137.00 |
| Joseph Keane, Firefighter, Engine Co. 81; injured November 2, 1964 | 25.00 |
| Joseph R. Klem, Firefighter, Engine Co. 18; injured December 31, 1968 | 20.00 |
| Edward Leifker, Firefighter, Hook and Ladder Co. 18; injured March 29, 1964 | 10.00 |
| Ray Meisenbach, Lieutenant, Engine Co. 74; injured September 7, 1963 | 10.00 |
| Francis O'Brien, Firefighter, Engine Co. 1; injured October 20, 1968 | 82.00 |
| William A. O'Connor, Firefighter, Engine Co. 123; injured January 4, 1967 | 75.00 |
| Robert Parise, Firefighter, Snorkel Squad 1; injured December 3, 1967 | 393.15 |
| George Pekarek, Firefighter, Engine Co. 42; injured December 31, 1968 | 6.00 |
| Peter V. Plennert, Firefighter, Hook and Ladder Co. 28; injured August 27, 1968 | 40.00 |
| Rahe W. Smith, Lieutenant, Snorkel Squad 8; injured January 28, 1967 | 10.00 |
| Stephen P. Wieland, Firefighter, Hook and Ladder Co. 43; injured November 17, 1967 | 416.30 |
| Joseph L. Curtin, Lieutenant, Hook and Ladder Co. 54; injured May 13, 1965 | 5.00 |
| Francis P. Foley, Jr., Lieutenant, Snorkel Squad 9; injured September 15, 1968 | 20.00 |
| Clinton V. Fraley, Firefighter, Ambulance No. 14, Engine Co. 101; injured July 13, 1968 | 16.00 |
| Clinton V. Fraley, Firefighter, Ambulance No. 14; injured December 25, 1967 | 48.00 |
| Eugene Gilbert, Firefighter, Hook and Ladder No. 13; injured December 7, 1968 | 40.00 |
| Lester Johnson, Firefighter, Hook and Ladder Co. 50; injured January 1, 1969 | 66.00 |
| Melvin J. Kasper, Firefighter, Engine Co. 108; injured July 26, 1968 | 43.00 |
| Michael Kennedy, Firefighter, Hook and Ladder Co. 48; injured August 23, 1966 | 10.00 |
| Norman Konieczki, Firefighter, Engine Co. 57; injured November 11, 1968 | 6.00 |
| Ted A. Latas, Battalion Chief, Battalion 9; injured July 29, 1967 | 40.00 |
| James D. Markham, Firefighter, Engine Co. 38; injured January 11, 1968 | 10.00 |
| John P. Wall, Lieutenant, Salvage Squad 1; injured August 21, 1968 | 30.00 |
| Stephen P. Wieland, Firefighter, Hook and Ladder Co. 43; injured July 17, 1968 | 78.00. |

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### Authority Granted for Payments of Miscellaneous Refunds, Compensation for Property Damage, Etc.

The Committee on Finance submitted a report recommending that the City Council pass a proposed order transmitted therewith, to authorize payments of miscellaneous claims.

On motion of Alderman Keane the said proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Holman, Despres, Rayner, Bohling, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Fried, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—44.

*Nays*—None.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said order as passed:

*Ordered,* That the Comptroller is authorized and directed, in consideration of the respective reports, to pay to the following-named persons the respective amounts set opposite their names, same to be in full settlement of their claims for damage to vehicles and property, on the dates and at the locations named, and to charge the same to Account No. 100.9112.934:

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Elmer M. Cargill, 7853 S. Eggleston Av. | 12-23-68—7853 S. Eggleston Av. | $ 12.23 |
| V. Minors, 4020 N. Francisco Av. | 2-69—4020 N. Francisco Av. | 40.00 |
| Richard Targo, 3242 N. Drake Av. | 5-16-69—3242 N. Drake Av. | 66.50; |

and

*Be It Further Ordered,* That the City Comptroller is authorized, and directed to pay to the following-named persons the respective amounts set opposite their names, same to be in full settlement for damage to vehicles on the date and at the location indicated, and to charge the same to Account No. 100.9112.934:

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| State Farm Ins. and John Anderson, 9335 S. Kedzie Av. Evergreen Park, Ill. | 3-19-69—11441 S. Halsted St. | $ 48.00 |
| Ronald J. Wojcik, 3548 N. Keeler Av. | 4-14-69—W. Logan Blvd. near N. Milwaukee Av. | 236.65 |
| Israel Garcia, 5223 S. Halsted St. | 4-22-69—5223 S. Halsted St. | 250.00 |
| Martin Goldstein, 4900 N. Broadway | 4-17-69—N. Ashland Av. and W. Fulton St. | 237.65 |
| Allstate Ins. and Charles Skorup, 9933 N. Lawler Av. Skokie | 12-26-68—21 E. 11th St. | 276.64 |
| Allstate Ins. and Maxine S. Lewis, 9933 N. Lawler Av. Skokie | 2-15-69—W. 47th St. and S. Elizabeth St. | 160.74 |
| Preferred Risk Ins. and Theophil Hoffman, 446 N. York Road, Elmhurst, Ill. | 11-14-68—E. 83rd St. and S. Exchange Av. | 149.71 |

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Calvin Oliver, 623 Gott St., Ann Arbor, Michigan | 4-17-69—6323 S. Cottage Grove Av. | $ 94.00; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named persons the respective amounts set opposite their names, same to be in full settlement for damage to vehicles and/or property on the date and at the location indicated and to charge the same to Account No. 100.9112.934:

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Oscar W. Green, 11710 S. Artesian Av. | 6-12-68—Near W. 103rd St. and S. Western Av. | $ 85.45 |
| James Edward Reed, 4117 W. Washington Blvd. | 7-4-68—Near 613 S. Kedzie Av. South of W. Harrison St. | 35.00 |
| LeGreta Fields, 7618 S. Essex Av. | 12-20-68—W. 71st St. and S. Yates Av. | 118.00 |
| Cleveland Rankin, 233 W. 43rd St., | 3-11-69—233 W. 43rd St. | 178.05 |
| Peter Tomaszek, 14311 S. Greenwood Av. Dolton, Ill. | 3-27-69—W. 87th and S. Honore Sts. | 50.00 |
| Vimol Bhavilai, 5653 N. Magnolia Av. | 3-20-69—Alley (rear of 5653 N. Magnolia Av.) | 115.00 |
| L. M. Douglas, 5266 S. State St. | 4-4-69—W. Washington and N. Dearborn Sts. | 120.37 |
| Mr. Fred H. Remmert, 11551 S. Western Av. | 3-10-69—N. LaSalle and W. Washington Sts. | 90.85 |
| Mr. Richard L. Jones, 9824 S. Normal Av. | W. 103rd St. and S. Doty Av. | 119.06 |
| Catherine Cortez, 3145 N. Neenah Av. | 12-16-68—Rear of 3145 N. Neenah Av. | 92.00; |

and

*Be It Further Ordered,* That the Comptroller is authorized and directed to pay to the following-named persons the respective amounts set opposite their names, same being refunds of various license fees or deposits paid for licenses as indicated, and to charge the same to Account No. 100.9112.934:

| *Name and Address* | *License No.* | *Amount* |
|---|---|---|
| Wallace Gross, c/o Wilson Frost, 134 N. LaSalle St. Room 606 | Liquor No. 3918 | $465.00 |
| Mrs. Adeline Zikowski, 5722 W. Higgins Road | Liquor No. 4953 | 387.50 |
| Percy Thursman, 501 S. Cicero Av. | Wagon Peddler's No. 583 | 12.50 |
| Michael J. Green, 8216 S. Dobson Av. | Chauffeur's No. 232704 | 5.00 |
| Joseph Salinas, 8949 S. Escanaba Av. | Chauffeur's No. 232684 | 5.00; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named persons the respective amounts set opposite their names, same to be in full settlement for refund of permit fees as indicated, and to charge same to Account No. 100.9112.934:

| *Name and Address* | *Permit No.* | *Amount* |
|---|---|---|
| Robert E. McCabe, 5032 N. Sayre Av. | B-401768 | $124.31 |
| Schorsch Bros., 6116 W. Irving Park Road | B-408340 | 203.06 |
| Oak Park National Bank & Trust—Trust No. 8388, 11 Madison St., Oak Park, Ill. | B-409041 | 1,757.25 |
| American National Bank, Trust No. 27327, 33 N. LaSalle St. | B-409396 | 1,171.87 |
| Seifert Plumbing, 7737 S. Racine Av. | B-387688 | 586.00 |
| The Catholic Bishop of Chicago (Mount Carmel High School), 6428 S. Dante Av. | B-413803 | 580.50; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named company the amount set opposite its name, same to be in full settlement for refund of permit fee as indicated, and to charge the same to Account No. 100.9112.934: (Building)

| *Name and Address* | *Permit No.* | *Amount* |
|---|---|---|
| Blue Cross-Blue Shield, 222 N. Dearborn St. | 378941 | $5,710.00; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named company the amount set opposite its name, same to be in full settlement for refund of plumbing fee as indicated, and to charge same to Account No. 100.9112.934:

| *Name and Address* | *Permit No.* | *Amount* |
|---|---|---|
| Blue Cross-Blue Shield, 222 N. Dearborn St. | 378941 | $596.50; |

and

*Be It Further Ordered,* That the Commissioner of Water and Sewers is authorized and directed to pay to the following-named company the amount set opposite its name, same being charges for water on building permit as indicated, and to charge the same to Account No. 200.8220.935:

| *Name and Address* | *Permit No.* | *Amount* |
|---|---|---|
| Blue Cross-Blue Shield, 222 N. Dearborn St. | 378941 | $1,270.00; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named company the amount set opposite its name, same to be in full settlement for refund of smoke abatement as indicated, and to charge same to Account No. 100.9112.934:

| *Name and Address* | *Permit No.* | *Amount* |
|---|---|---|
| Blue Cross-Blue Shield, 222 N. Dearborn St. | 378941 | $75.00; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named company the amount set opposite its name, same to be in full settlement for refund of heating as indicated, and to charge same to Account No. 100.9112.934:

and

| Name and Address | Permit No. | Amount |
|---|---|---|
| Blue Cross-Blue Shield, 222 N. Dearborn St. | 378941 | $688.50; |

and

*Be It Further Ordered,* That the Commissioner of Water and Sewers is authorized and directed to issue vouchers to the following-named persons the respective amounts set opposite their names, same being charges for water on building permits as indicated, and to charge the same to Account No. 200.8220.935:

| Name and Address | Permit No. | Amount |
|---|---|---|
| Robert E. McCabe, 5032 N. Sayre Av. | B-401768 | $10.90 |
| Schorsch Bros., 6116 W. Irving Park Road | B-408340 | 21.00 |
| Oak Park National Bank and Trust—Trust No. 8388—11 Madison St. Oak Park, Ill. | B-409041 | 135.00 |
| American National Bank, Trust No. 27327, 33 N. LaSalle St. | B-409396 | 154.00; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named persons the respective amounts set opposite their names, same to be in full settlement for refund of smoke fees as indicated and to charge same to Account No. 100.9112.934:

| Name and Address | Permit No. | Amount |
|---|---|---|
| Robert E. McCabe, 5032 N. Sayre Av. | B-401768 | $40.00 |
| Schorsch Bros., 6116 W. Irving Park Road | B-408340 | 40.00 |
| Oak Park National Bank and Trust—Trust No. 8388—11 Madison St., Oak Park, Ill. | B-404041 | 55.00 |
| American National Bank, Trust No. 27327, 33 N. LaSalle St. | B-409396 | 55.00; |

and

*Be It Further Ordered,* That the Commissioner of Water and Sewers is authorized to pay to the following-named persons the respective amounts set opposite their names, same being refunds of water rates on account of underground and fixture leaks collected against premises indicated, and charge same to Account No. 200.8220.935:

| Name and Address | Location | Amount |
|---|---|---|
| Mr. & Mrs. John Musielak, 7019 W. School St. | 2801-03 S. Kostner Av. | $ 95.33 |
| Samuel Pietrini, 9022 W. Fullerton Av., River Grove, Ill. | 1022 N. Rockwell St. | 141.45 |
| Morris Fefferman, 1659 W. 18th St. | 1657-59 W. 18th St. | 74.38 |
| Alfredo Leona, 1654 W. 18th Pl. | 1654 W. 18th Pl. | 191.78 |
| A. Prchal, 1328 W. Chestnut St. | 1328 W. Chestnut St. | 40.32 |
| Harry D. Pauly, c/o Leroy E. Hirsch & Co. Room 1617, 110 S. Dearborn St. | 1101-07 W. Bryn Mawr Av. | $152.56 |
| Donald O'Carroll, 1355 W. Winnemac Av. | 1355 W. Winnemac Av. | 127.86; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named person the amount set opposite his name, same being in full settlement for vehicle damage on the date and location indicated, and to charge same to Account No. 200.9112.935:

| Name and Address | Date and Location | Amount |
|---|---|---|
| Nick J. Cecola, 1378 W. Grand Av. | 4-12-69—100 feet north of W. Grand Av. on N. Bishop St. | $495.00; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named persons the respective amounts set opposite their names, same being for vehicle license refunds and to charge same to Account No. 300.-9112.990:

| Name and Address | License No. | Amount |
|---|---|---|
| John W. Johnson, 2947 S. Halsted St. | U-140933 | $30.00 |
| Morris Steinberg, 5655 N. Christiana Av. | X-9266 | 15.00 |
| Forrest Scott, 7719 S. Constance Av. | X-443346 | 15.00 |
| Willie H. Robinson, 4343 W. Gladys Av. | X-125848 | 15.00 |
| William Poczatek, 2316 W. Augusta Blvd. | U-356879 | 30.00 |
| Jose Pena, 2140 S. Fairfield Av. | B-25058 | 33.50 |
| Miguel A. Murillo, 1258 W. Bryn Mawr Av. | U-415761 | 30.00 |
| George McCoy, c/o Henry Susk Pontiac Co., 520 N. Wabash Av. | U-77962 | 30.00 |
| James Lupo, 4835 W. Deming Pl. | X-29745 | 15.00 |
| Robert S. Kowal, 8019 S. Muskegon Av. | U-302493 | 30.00 |
| James Edward Johnson, 9102 S. Blackstone Av. | X-71712 | 15.00 |
| King Edward Harris, 6323 S. Cottage Grove Av. | U-214731 | 30.00 |
| James R. Forrestal, 605 N. Mayfield Av. | X-312118 | 15.00 |
| Gradeis Express Co., 1502 S. Peoria St. | D-1422 | 41.00 |
| Phyllis M. Fletcher, 5717 N. Magnolia Av. | U-498142 | 30.00 |
| Joseph Davis, 6153 S. Ellis Av. | U-751726 | 15.00 |
| John C. Clasper, 9351 S. Winchester Av. | U-415479 | 30.00 |
| Fred Carroll, 6109 S. Ellis Av. | U-673302 | 30.00 |
| Advance Auto Supply Co., 4412 N. Kedzie Av. | U-415800 | 30.00 |

| *Name and Address* | *License No.* | *Amount* |
|---|---|---|
| Otto Robinson, 4123 W. Washington Blvd. | U-576225 | $ 30.00 |
| Justin J. Nelligan, 3730 W. 79th Pl. | Transfer U-744715 | 15.00 |
| Ruyas Johnson, 9728 S. Union Av. | B-19970 | 33.50 |
| Anna K. Condux, 7132 S. Millard Av. | Transfer U-75059 | 15.00 |
| Ronald J. Behm, 1807 E. 72nd St. | U-364472 | 30.00; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named person the amount set opposite her name, same to be in full settlement for property damage on the date and at the location indicated, and to charge same to Account No. 330.9112.934:

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Mrs. Rose Benkowski Mihalkanin, 2846 W. 25th Pl. | 5-20-69—2846 W. 25th Pl. | $45.00. |

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### *Action Deferred*—ON PROPOSED ORDINANCE AUTHORIZING LEASE AGREEMENT WITH TRANSWORLD EXHIBITS INC. FOR RENTAL OF SPACE AT NAVY PIER.

The Committee on Finance submitted the following report, which was, at the request of two aldermen present (Alderman Simon and Alderman Scholl) *Deferred* and ordered published:

CHICAGO, July 29, 1969.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred a communication dated July 3, 1969 from the City Comptroller transmitting an ordinance authorizing lease by Transworld Exhibits Inc., to rent space at Navy Pier Convention Facilities for staging of two trade shows each year between January 7, 1970 and July 20, 1974 having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by 29 members of the committee, with 7 dissenting votes.

Respectfully submitted,

(Signed) THOMAS E. KEANE,
*Chairman.*

The following is the proposed ordinance transmitted with the foregoing committee report:

Be It Ordained by the City Council of the City of Chicago:

*Section 1.* That the Port Director and the City Comptroller, subject to approval as to form and legality of the Corporation Counsel are authorized to execute in behalf of the City of Chicago an agreement with Transworld Exhibits Inc., 466 Central Avenue, Northfield, Illinois 60093, said agreement to be in the following form:

This Agreement made this 17th day of April A. D. 1969, between the City of Chicago, a municipal corporation of the State of Illinois, hereinafter called "Landlord" and Transworld Exhibits Inc., 466 Central Avenue, Northfield, Illinois 60093, a corporation organized and existing by virtue of the laws of the State of Illinois, hereinafter called "Tenant".

WITNESSETH:

That Landlord, for and in consideration of the terms and conditions, both general and special, hereinafter contained and made on the part of Tenant, does hereby grant to Tenant for use only by Tenant, the privileges hereinafter described on premises at Navy Pier, foot of Grand Avenue, Chicago, Illinois 60611, hereinafter called "Pier", a plat of said Pier being attached hereto.

This Agreement shall consist of three parts:

Part I General Conditions
Part II Special Conditions numbered 1 to 5
Part III Exhibits and Attachments lettered A.

All constituting the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences shall be implied or impressed upon such agreement that are not set forth herein at length.

[Part I—General Conditions attached to this ordinance is common to "Part I—General Conditions" printed on pages 5491-5494 of the Journal of the Proceedings of May 14, 1969]

### Part II—SPECIAL CONDITIONS

1. *Premises*

Landlord leases to Tenant the following areas of Navy Pier, Chicago, Illinois 60611, and areas known as "lean-to areas" that may be available for storage purposes (without additional cost) that are immediately adjacent and adjoining the leased area, all as appears on the attached Exhibit:

147,160 sq. ft. North Hall
145,840 sq. ft. South Hall
7,000 sq. ft. West Hall
300,000 sq. ft. Total—gross.

2. *Purpose*

Tenant shall use the demised premises for the purpose of staging trade shows featuring Household and Variety Merchandise, and for no other purpose whatsoever.

3. *Term*

The term of this agreement shall be for the following periods during which the Tenant shall be entitled to occupy the premises on the dates specified:

(a) Beginning on the 7th day of January, 1970, at 12:01 A.M., and terminating on the 17th day of January, 1970, at 12:00 midnight.

(b) Beginning on the 8th day of July, 1970, at 12:01 A.M., and terminating on the 16th day of July, 1970, at 12:00 midnight.

(c) Beginning on the 6th day of January, 1971, at 12:01 A.M., and terminating on the 16th day of January, 1971, at 12:00 midnight.

(d) Beginning on the 7th day of July, 1971, at 12:01 A.M., and terminating on the 17th day of July, 1971, at 12:00 midnight.

The Tenant shall be entitled to occupy the premises for the following additional periods on the dates specified, subject to the Landlord's right to terminate said occupancy as prescribed in subparagraph Q of paragraph 5 of these Special Conditions:

(e) Beginning on the 12th day of January, 1972, at 12:01 A.M., and terminating on the 22nd day of January, 1972, at 12:00 midnight.

(f) Beginning on the 5th day of July, 1972, at 12:01 A.M., and terminating on the 15th day of July, 1972, at 12:00 midnight.

(g) Beginning on the 10th day of January, 1973, at 12:01 A.M., and terminating on the 20th day of January, 1973, at 12:00 midnight.

(h) Beginning on the 4th day of July, 1973, at 12:01 A.M., and terminating on the 14th day of July, 1973, at 12:00 midnight.

(i) Beginning on the 9th day of January, 1974, at 12:01 A.M., and terminating on the 19th day of January, 1974, at 12:00 midnight.

(j) Beginning on the 10th day of July, 1974, at 12:01 A.M., and terminating on the 20th day of July, 1974, at 12:00 midnight.

4. *Rental*

Tenant shall pay Landlord as rent for the demised premises, for all of the foregoing periods of occupancy, the total sum of Eight Hundred Forty-Seven Thousand Dollars ($847,000), payable as follows:

A. $5,000 upon the execution of this Agreement by Tenant; and

B. $164,400 on or before September 15, 1969; and

C. $169,400 on each of the following dates: September 15, 1970; September 15, 1971; September 15, 1972; and September 15, 1973;

said rental payments to be made by certified check at the office of the Port Director, Navy Pier, Chicago, Illinois 60611.

5. *Operations*

A. Tenant shall deposit with the Director on or before each of the rental payment dates specified in paragraph 4-B and 4-C above, a certified check in the sum of $15,000, as a deposit on account of utilities and services furnished by Landlord and to be paid by Tenant.

B. No alcoholic beverages of any kind shall be sold, given away, or used in the demised premises.

C. Unless consent in writing from the Director is first received, Tenant shall not operate or put up any engine, motor, or machinery on the demised premises or use oils, burning fluids, camphene, kerosene, naphtha or gasoline for either mechanical or other purposes, or any other agent other than electricity for illuminating the demised premises.

D. No portion of the sidewalks, entries, passageways, vestibules, halls, or stairways, or access to public utilities of said building, shall be obstructed by Tenant or used for any other purpose other than for ingress to and egress from the demised premises. The doors, skylights, stairways, or openings that reflect or admit light into any place in the building, including hallways, corridors, and passageways, radiators, and house lighting appurtenances, shall not be covered or obstructed by Tenant. The water closets or other water apparatus shall not be used for any purpose other than that for which they are constructed and no sweepings, rubbish, rags, papers, or other substances shall be thrown therein. Tenant will permit no chair or movable seat to be or remain in the passageways and will keep said passageways clear at all times.

E. If said premises or any portion of said building thereof, including any and all utilities, shall be damaged by the act, default, or negligence of the Tenant or of Tenant's agents, employees, patrons, guests, or any person admitted to said premises by Tenant, Tenant shall pay to Landlord upon demand such sum as shall be necessary to restore said premises to their present condition. Tenant hereby assumes full responsibility for the acts and conduct of all persons admitted to said premises or any portion of said building by the consent of the Tenant or by or with the consent of any person acting for or in behalf of said Tenant, and said Tenant agrees to have on hand at all times, at its own expense, such security force as is deemed necessary by the Director to maintain order and to protect persons and property.

F. It shall be the sole responsibility and authority of the Fire Commissioner of the City of Chicago to determine the total number of persons to be admitted at any and all times to Navy Pier, or any part or section thereof, and his decision, or that of his authorized representative shall be final.

G. Landlord shall have the exclusive right to collect and have custody of articles left in the building by persons attending any performance, exhibition or entertainment given or held in the demised premises, and Tenant, or any persons in Tenant's employ, shall not collect nor interfere with the collection or custody of such articles.

H. Landlord reserves the right to eject any objectionable person or persons from said building, and upon the exercise of this right by the Director, his representatives, agents or policemen, the Tenant hereby waives any right and all claims for damages against the City of Chicago and its employees and agents.

I. Designated staff members of the City of Chicago may enter the building and all of the demised premises at any time and on any occasion.

J. Tenant shall not transmit a description of any portion of its operation by means of radio broadcasting or television without first having received written permission from the Director.

K. Landlord reserves the exclusive right to enter into contracts with concessionaires for the operation of any and all concessions in or about the building known as Navy Pier, and further reserves the right to place and locate these concessionaires wherever Landlord deems necessary, be they in the premises herein demised or elsewhere in and about the said building. Tenant is expressly forbidden from entering into its own concession agreements for any product or service, and herewith agrees that it shall make available to the Landlord's concessionaires whatever space is deemed necessary by the Director for purposes of ingress, egress and servicing said concessions.

L. No performance, exhibition or entertainment shall be given or held on the demised premises which shall be objected to by Landlord.

M. Tenant shall provide at its own expense all porters and matrons for toilet areas to keep same in an exceptionally clean and sanitary condition and shall also provide at its own expense all ticket sellers, ticket takers, ushers, crowd directors and any security service required on the direction of the Director.

N. Any and all matters not herein expressly provided for shall be at the discretion of the Director.

O. It is expressly understood and agreed that the trade shows to be held and conducted by Tenant, under the terms of this Lease, are intended to be held and conducted at times which will coincide with the trade shows held and conducted in the City of Chicago by the National Housewares Manufacturers Association. Tenant's shows commence two days prior to the commencement of the shows of the National Housewares Manufacturers Association and run concurrently with the shows of said Association. In the event the dates of the shows customarily held in January and July by the National Housewares Manufacturers Association are altered, so that the rental periods prescribed herein do not provide for concurrent shows of Tenant, then the dates of Tenant's lease and occupancy of the Navy Pier facilities shall be adjusted to permit the concurrent holding of its shows with those of the National Housewares Manufacturers Association.

P. It is expressly agreed that the Landlord will not lease the Navy Pier facilities to any show competing with Tenant during a period of thirty days preceding and following the show dates for Tenant specified herein.

Q. In the event the Landlord shall determine to alter, remodel, restructure, rebuild, or demolish the premises, in such a manner or to such an extent that the same will be unavailable for any exhibition purposes, then the Landlord shall have the right to terminate the Tenant's occupancy for such period or periods specified in subparagraphs 3-(e) to 3-(j), both inclusive, provided that the Tenant shall be given not less than six (6) months' prior written notice of such termination; and in the event of such termination, there shall be returned to the Tenant any prepaid rental and utility deposit (equitably prorated) theretofore made with respect to such terminated period or periods.

In Witness Whereof, the parties hereto have caused this instrument to be signed in triplicate under their respective seals on the day and year first above written.

[Signature forms, Exhibits and Attachments omitted]

*Section 2.* This ordinance shall be in force and effect from and after its passage.

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### *Action Deferred*—ON PROPOSED ORDINANCE AUTHORIZING EXPENDITURES OF M.F.T. FUNDS FOR IMPROVEMENT OF PORTION OF N. KEDZIE AV., ETC.

The Committee on Finance submitted the following report, which was, at the request of three aldermen present (Aldermen Despres, Simon and Scholl) *Deferred* and ordered published:

CHICAGO, July 29, 1969.

***To the President and Members of the City Council:***

Your Committee on Finance, to which was referred a communication dated March 6, 1969 from the Department of Public Works transmitting an ordinance authorizing the expenditure of Motor Fuel Tax Funds in the amount of $225,000.00 for the acquisition of property necessary for a bus turnaround at Logan Square Rapid Transit Terminal, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by 39 members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS E. KEANE,
*Chairman.*

The following is the proposed ordinance transmitted with the foregoing committee report:

Be It Ordained by the City Council of the City of Chicago:

*Section 1.* The City Comptroller and the City Treasurer, with the approval of the Department of Public Works and Buildings of the State of Illinois are authorized and directed to allocate the sum of $225,000.00 from that part of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago for the preparation of studies, designs, plans, estimates and property acquisition required for the improvement of N. Kedzie Avenue from N. Logan Blvd. to N. Emmett Street including a bus turnaround.

*Section 2.* The Commissioner of Public Works is authorized to expend from said fund any sum necessary for said purposes, except that all work in connection with and for the preparation of necessary plans and specifications, shall be performed by employees of the Department of Public Works at rates of compensation as provided for in the annual appropriation ordinance. At the request of the Commissioner of Public Works, upon requisition originated by the Bureau of Engineering, accompanied by the plans and specifications therefor, the City Purchasing Agent is authorized to advertise and receive bids for any work involved, or for material, supplies and equipment therefor and at the request of the Commissioner of Public Works to enter into all necessary contracts, when approved by the Department of Public Works and Buildings of the State of Illinois.

If it should become necessary for the prosecution of the foregoing work to remove, relocate, replace and adjust any part of the water-distributing system, street, lighting system, signal and fire alarm and traffic-control systems of the City, the appropriate City Department shall perform such work after receipt of proper requisitions from the Bureau of Engineering which shall charge the cost thereof to that portion of the Motor Fuel Tax Fund allocated in this ordinance. In connection with the performance of the work herein authorized, together with the supervising, inspecting and engineering thereof authority is hereby granted for the storage inside street limits within 500 feet of the structure being repaired or maintained, of materials, machinery, equipment, vehicles and other facilities used in connection therewith.

If it should become necessary to remove, relocate, replace and adjust any part of the equipment of any other governmental agency, such governmental agency may be requested by the Bureau of Engineering to perform such work the cost thereof to be charged to that portion of the Motor Fuel Tax Fund allocated in this ordinance.

*Section 3.* The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when properly approved by the Commissioner of Public Works.

*Section 4.* The City Clerk is hereby directed to transmit two certified copies of this ordinance to the Division of Highways of the Department of Public Works and Buildings of the State of Illinois, Springfield, Illinois, through the District Engineer for District No. 10 of said Division of Highways.

*Section 5.* This ordinance shall be in force and effect from and after its passage.

### *Failed to Pass*—Amendment of Ordinance Passed on October 9, 1968, for Cancellation of Existing Water Rates Assessed against Beverly Unitarian Church.

The Committee on Finance submitted a report recommending that the City Council *do not pass* a proposed ordinance to amend an ordinance passed by the City Council on October 9, 1968, cancelling existing water rates assessed against the Beverly Unitarian Church, No. 10244 S. Longwood Drive.

Alderman Keane moved to Concur in the committee's recommendation. The question thereupon became: *"Shall the proposed ordinance Pass, the recommendation of the committee to the contrary notwithstanding?"*; and the question being put, said proposed ordinance *Failed to Pass,* by yeas and nays as follows: *Yeas*—None; *Nays*—44.

### *Placed on File*—Financial Statement of the Municipal Tuberculosis Sanitarium.

The Committee on Finance submitted a report recommending that the City Council *Place on File* a communication from the Municipal Tuberculosis Sanitarium, dated July 10, 1969, transmitting a financial statement of the sanitarium for the month of April, 1969. On motion of Alderman Keane the committee's recommendation was *Concurred In.*

### *Disallowed*—Sundry Claims for Payments of Damages, Refunds, Etc. *(Adverse Recommendations by Committee).*

The Committee on Finance submitted a report recommending that the City Council *Disallow* certain miscellaneous claims. On motion of Alderman Keane the committee's recommendations were *Concurred In.*

The following is a summary of said claims, which were referred to the committee on the respective dates noted in parentheses:

*Compensation for Personal Injuries:*

(November 7, 1968) Mrs. Max Behrens;
(June 7, 1969) Lillian Dalesandro;
(November 6, 1968) John Austin.

*Compensation for Property Damage:*

(March 14, 1969) Betty Eliscu;
(January 2, 1969) Home Ins. Co. & Frank Turner;
(May 28, 1969) Frank Burgio;
(June 23, 1969) Paul R. Miner;
(July 2, 1969) Nannie Ray.

*Compensation for Vehicle Damage:*

(March 24, 1969) Louis Friedman;
(January 25, 1969) Allstate Ins. & A. Burton;
(May 2, 1969) George Shillarie;
(May 9, 1969) William P. Girard;
(June 9, 1969) Elizabeth Zatz;
(May 31, 1969) Edward R. Warmowski;
(June 26, 1969) Lloyd Manning.

*Compensation for Building Permits:*

(January 19, 1968) Mount Olive Lutheran Church;
(May 28, 1969) Serbian Orthodox Cathedral "Holy Resurrection".

*Compensation for Chauffeur's License:*

(April 2, 1969) Eddie Martin;
(July 8, 1969) Dean L. Natkin.

*Compensation for Water Rebates:*

(October 9, 1968) Rev. J. N. Wordlaw.

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## COMMITTEE ON LOCAL INDUSTRIES, STREETS AND ALLEYS.

### Grants Made of Privileges in Public Ways.

The Committee on Local Industries, Streets and Alleys, to which had been referred (on July 8 and 15, 1969) seven proposed ordinances and one proposed order for grants of privileges in public ways, submitted a report recommending that the City Council pass said proposed ordinances and said proposed order (transmitted therewith).

On separate motions made by Alderman Sain *each* of the said proposed ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Holman, Despres, Rayner, Bohling, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Fried, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—44.
*Nays*—None.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

*Each of the said seven ordinances contains Sections 3, 4, 5 and 6, which are identical with Sections 3, 4, 5 and 6 respectively of the "Standard Special Provisions" printed on pages 5243-5244 of the Journal of the Proceedings of April 9, 1969.* Sections 1 and 2 of the said seven ordinances read respectively as follows (the Italic heading in each case not being a part of the ordinance):

*Grant to Binkowski Sausage Co.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority hereby are given and granted to Binkowski Sausage Co., a corporation, its successors and assigns, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a loading platform in the sidewalk space on the south side of W. Wayman Street east of N. Sangamon Street, adjoining the premises known as Nos. 311-313 N. Sangamon Street. Said loading platform is thirty-six (36) feet in length, with three (3) steps at one end and a ramp forty-six (46) feet in length at the other end thereof, the total length of said loading platform, steps and ramp is eighty-five (85) feet, eight (8) feet in width and three (3) feet in height; for a period of ten (10) years from and after January 1, 1969.

The location of said loading platform, steps and ramp shall be as shown on sketch hereto attached, which by reference is made a part of this ordinance. Said loading platform, steps and ramp shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. The grantee shall keep said landing platform, steps and ramp and that portion of the public way adjacent thereto in good condition and repair, safe for public travel and free from snow, ice and dirt, to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of two hundred and no/100 dollars ($200.00) per annum, in advance, the first payment to be made as of January 1, 1969, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof before the structures and appliances herein authorized are removed and the public way is restored as herein required.

### *Grant to The Board of Trustees of The Young Men's Christian Association of Metropolitan Chicago.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority hereby are given and granted to The Board of Trustees of The Young Men's Christian Association of Metropolitan Chicago, a corporation, its successors and assigns, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a one-story covered bridge diagonally over the north-south sixteen-foot public alley east of S. Ashland Boulevard from a point on the east side of said alley thirty-eight (38) feet south of the south line of W. Monroe Street to a point on the west line of said alley fifty (50) feet south of the south line of W. Monroe Street, used for the purpose of connecting the second floor of the premises known as No. 105 S. Ashland Boulevard with the second floor of the premises known as No. 1515 W. Monroe Street. Said covered bridge is four (4) feet eight (8) inches in width, eight (8) feet six (6) inches in height, and the lowest portion of said bridge is nineteen (19) feet eight (8) inches above the alley grade at said location; for a period of ten (10) years from and after May 27, 1969.

The location of said covered bridge shall be as shown on print hereto attached, which by reference is made a part of this ordinance. Said covered bridge shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. The grantee shall keep that portion of the public way under said covered bridge in good condition and repair, safe for public travel and free from snow, ice and dirt, to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of one hundred fifty and no/100 dollars ($150.00) per annum, in advance, the first payment to be made as of May 27, 1969, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof before the structures and appliances herein authorized are removed and the public way is restored as herein required.

### *Grant to C.P.C. International, Inc.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority hereby are given and granted to C.P.C. International, Inc., a corporation, its successors and assigns, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a railroad switch track connecting with the track of the Chicago, Milwaukee, St. Paul and Pacific Railroad in N. Kingsbury Street at a point two hundred ninety (290) feet southeasterly of the south line of W. Division Street, thence running on a curve in a northerly direction along and across the easterly side of N. Kingsbury Street one hundred thirty (130) feet southeasterly of the said south line of W. Division Street; for a period of twenty (20) years from and after July 6, 1969.

The location of said railroad switch track shall be as shown in red on print hereto attached, which by reference is made a part of this ordinance. Said railroad switch track shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. The grantee shall keep that portion of the public way occupied by said railroad switch track in good condition and repair, safe for public travel and free from snow, ice and dirt, to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of three hundred and no/100 dollars ($300.00) per annum, in advance, the first payment to be made as of July 6, 1969, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof before the structures and appliances herein authorized are removed and the public way is restored as herein required.

### *Grant to Loew's Chicago Hotel Corp.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority hereby are given and granted to Loew's Chicago Hotel Corp., a corporation, its successors and assigns, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a vault under the surface of the alley in the rear of the premises known as the northwest corner of N. State Street and W. Goethe Street, together with hatch cover over said vault. Said vault not exceeding twenty-seven (27) feet six (6) inches in length, eight (8) feet nine (9) inches in width, outside dimensions, nor fifteen (15) feet in depth, used for storage purposes only; for a period of ten (10) years from and after July 29, 1969.

The location of said vault shall be as shown on sketch hereto attached, which by reference is made a part of this ordinance. Said vault shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. The grantee shall keep that portion of the public way over said vault in good condition and repair, safe for public travel over the same and free from snow, ice and dirt, to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of one hundred fifty and no/100 dollars ($150.00) per annum, in advance, the first payment to be made as of July 29, 1969, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof before the structures and appliances herein authorized are removed and the public way is restored as herein required.

*Grant to Midwest Folding Products Mfg. Corp.*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. Permission and authority hereby are given and granted to Midwest Folding Products Mfg. Corp., a corporation, its successors and assigns, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed an elevated switch track over and across W. 14th Street from a point on the north line thereof four hundred thirty-four (434) feet west of the west line of S. Western Avenue to a point on the south line thereof four hundred sixty-seven (467) feet west of the west line of S. Western Avenue, thence across private property and on and along the first east-west public alley south of W. 14th Street from a point three hundred fifty (350) feet west of the west line of S. Western Avenue east a distance of two hundred (200) feet for a period of twenty (20) years from and after July 15, 1969.

The location of said railroad switch track shall be as shown in red on print hereto attached, which by reference is made a part of this ordinance. Said railroad switch track shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. The grantee shall keep that portion of the public way occupied by said railroad switch track in good condition and repair, safe for public travel and free from snow, ice and dirt, to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of five hundred eighty-two and no/100 dollars ($582.00) per annum, in advance, the first payment to be made as of July 15, 1969, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof before the structures and appliances herein authorized are removed and the public way is restored as herein required.

*Grant to Northwestern University.*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. Permission and authority hereby are given and granted to Northwestern University, a corporation, its successors and assigns, upon the terms and subject to the conditions of this ordinance, to maintain and use as now installed two (2) steam pipes and a four-duct conduit system under and along the parkway on the south side of E. Superior Street from an existing tunnel under E. Superior Street a distance of four hundred ninety (490) feet east, thence into private property west of Lake Shore Drive, together with two (2) manholes in the parkway at said location; for a period of ten (10) years from and after August 8, 1969.

The location of said steam pipes, conduit system and manholes shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said steam pipes, conduit system and manholes shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. The grantee shall keep that portion of the public way over said steam pipes and conduit system in good condition and repair, safe for public travel and free from snow, ice and dirt, to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of five hundred forty and no/100 dollars ($540.00) per annum, in advance, the first payment to be made as of August 8, 1969, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof before the structures and appliances herein authorized are removed and the public way is restored as herein required.

*Grant to Wallace Business Forms, Inc.*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. Permission and authority hereby are given and granted to Wallace Business Forms, Inc., a corporation, its successors and assigns, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a railroad switch track connecting with the tracks of the Chicago, Milwaukee, St. Paul & Pacific Railroad on the east side of N. Kingsbury Street from a point on the south line of W. Ontario Street, thence running in a southeasterly direction on a curve across and along N. Kingsbury Street to a point on the north line of W. Grand Avenue for a distance of five hundred sixty-eight (568) feet; for a period of twenty (20) years from and after June 30, 1969.

The location of said railroad switch track shall be as shown in red on print hereto attached, which by reference is made a part of this ordinance. Said railroad switch track shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. The grantee shall keep that portion of the public way occupied by said railroad switch track in good condition and repair, safe for public travel and free from snow, ice and dirt, to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of one thousand eight hundred thirty-nine and no/100 dollars ($1,839.00) per annum, in advance, the first payment to be made as of June 30, 1969, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof before the structures and appliances herein authorized are removed and the public way is restored as herein required.

*Sheffield Foundry Company: Space in Public Alley.*

On motion of Alderman Sain the proposed order transmitted with the pending committee report was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Holman, Despres, Rayner, Bohling, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Fried, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—44.

*Nays*—None.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said order as passed:

*Ordered,* That the City Comptroller be and he is hereby directed to issue a permit to Sheffield Foundry Company to occupy part of the northerly-southerly eight-foot public alley westerly of N. Clybourn Avenue between the southerly line of N. Lakewood Avenue and the west line of the right of way of the Chicago, Milwaukee, St. Paul and Pacific Railroad, and the grantee shall furnish insurance coverage for public liability and property damage in amounts acceptable to the City Comptroller; for a period of three (3) years from and after August 6, 1969, at an annual compensation of four hundred sixteen and no/100 dollars ($416.-00) payable annually, in advance, said permit subject to revocation by either party on thirty (30) days' notice in writing, or may be revoked by the Mayor at any time in his discretion.

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## Part of East-West Public Alley Vacated in Block Bounded by W. Eastwood Av., W. Leland Av., N. Clarendon Av. and N. Hazel St.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass a proposed ordinance (which was drafted and submitted in compliance with an order passed on September 11, 1968, page 3599) for the vacation of the east 249 feet, more or less, of the east-west public alley in the block bounded by W. Eastwood Avenue, W. Leland Avenue, N. Clarendon Avenue and N. Hazel Street.

On motion of Alderman Sain said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Holman, Despres, Rayner, Bohling, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Fried, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—44.

*Nays*—None.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public alley described in the following ordinance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That all that part of the East-West Sixteen (16) foot public alley lying South of and adjoining the South line of Lots One (1) to Five (5), both inclusive, in John N. Young's Subdivision of the South Five (5) acres of the North Twenty-five (25) acres of the East Half (E.½) of the Northeast Quarter (N.E.¼) of Section Seventeen (17), Township (40) North, Range Fourteen (14) East of the Third Principal Meridian; lying North of and adjoining the North line of Lots One (1) to Five (5), both inclusive, and lying East of and adjoining the East line of the West Sixteen (16) feet of said Lot Five (5) produced North Sixteen (16) feet, in Horace A. Goodrich's Subdivision of the South Ten (10) rods of the North Sixty (60) rods of the East Half (E.½) of the Northeast Quarter (N.E.¼) of Section Seventeen (17), Township Forty (40) North, Range Fourteen (14) East of the Third Principal Meridian; said part of public alley herein vacated being further described as the East Two Hundred Forty-nine (249) feet, more or less, of the East-West public alley in the block bounded by W. Eastwood Avenue, W. Leland Avenue, N. Clarendon Avenue and N. Hazel Street, as colored in red and indicated by the words "TO BE VACATED" on the plat hereto attached, which plat for greater certainty is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The vacation herein provided for is made upon the express condition that within ninety (90) days after the passage of this ordinance, Louis A. Weiss Memorial Hospital shall dedicate or cause to be dedicated to the public and open up for public use as an alley, the West Sixteen (16) feet of Lot Five (5) in John N. Young's Subdivision aforementioned, and the West Sixteen (16) feet of Lot Five (5) in Horace A. Goodrich's subdivision aforementioned, as colored in yellow and indicated by the words "TO BE DEDICATED" on the aforementioned plat; and further, shall within ninety (90) days after the passage of this ordinance, pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said part of public alley hereby vacated, the sum of six thousand six hundred and no/100 dollars ($6,600.-00), which sum in the judgment of this body will be equal to such benefits; and further, shall within ninety (90) days after the passage of this ordinance deposit in the City Treasury of the City of Chicago a sum sufficient to defray all costs of removing paving and curb returns and constructing sidewalk and curb across the entrance to the part of the East-West public alley herein vacated, similar to the sidewalk and curb in N. Clarendon Avenue between W. Eastwood Avenue and W. Leland Avenue, and removing sidewalk and curb and constructing paving and curb returns into the entrances to the North-South alley herein required to be dedicated, similar to the paving and curbing in W. Eastwood Avenue and W. Leland Avenue, respectively, between N. Clarendon Avenue and N. Hazel Street; and further, shall within ninety (90) days after the passage of this ordinance deposit in the City Treasury of the City of Chicago a sum sufficient to defray all costs of constructing concrete pavement in the alley to be dedicated, as shown in yellow on the plat hereto attached. The precise amounts of the sums so deposited shall be ascertained by the Commissioner of Streets and Sanitation after such investigation as is requisite.

SECTION 3. This ordinance shall take effect and be in force from and after its passage subject to the conditions of Section Two (2) hereof, provided that said Louis A. Weiss Memorial Hospital shall within ninety (90) days after the passage of this ordinance, file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with a plat properly executed and acknowledged showing the vacation and dedication herein provided for.

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### Part of S. Garibaldi Pl. and Adjacent Alleys Vacated in Block Bounded by W. Polk St., W. Taylor St., S. Garibaldi Pl., S. Ashland Blvd., Etc., and Opening of Certain Property for Public Alley Purposes.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass a proposed ordinance (which was drafted and submitted in compliance with an order passed on October 9, 1968, page 3703) for the vacation of all that part of S. Garibaldi Place lying between W. Polk Street and W. Taylor Street, except that part of the east 20 feet of S. Garibaldi Place lying between W. Taylor Street and a line five feet north of and parallel with the north line of the first east-west public alley north of W. Taylor Street, extended west, also all of the public alleys in the block bounded by W. Polk Street, W. Taylor Street, S. Garibaldi Place and S. Ashland Boulevard; all of the first east-west public alley south of W. Polk Street together with all of the north-south public alley, except the south five feet thereof, all in the block bounded by W. Polk Street, W. Taylor Street, S. Garibaldi Place and S. Laflin Street, and a proposed resolution for the opening for public alley purposes the south five feet of the property on the north side of the first east-west public alley north of W. Taylor Street between S. Laflin Street and S. Garibaldi Place.

On motion of Alderman Sain said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Holman, Despres, Rayner, Bohling, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Fried, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—44.

*Nays*—None.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public street, public alleys and part of public alley described in the following ordinance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That all that part of S. Garibaldi Place lying East of and adjoining the East line of Lot Sixty-nine (69) and said East line produced South Fifteen (15) feet, lying East of and adjoining the East line of Lots Eighty-one (81), Eighty-three (83), Eighty-five (85), Eighty-seven (87), Eighty-nine (89), Ninety-one (91), Ninety-three (93), Ninety-five (95), Ninety-seven (97), Ninety-nine (99), One Hundred One (101), One Hundred Three (103), One Hundred Five (105), One Hundred Seven (107), One Hundred Nine (109), One Hundred Eleven (111), One Hundred Thirteen (113), One Hundred Fifteen (115), One Hundred Seventeen (117), One Hundred Nineteen (119), One Hundred Twenty-one (121), One Hundred Twenty-three (123), One Hundred Twenty-five (125) and One Hundred Twenty-six (126) and said East line of Lot One Hundred Twenty-six (126) produced North Fifteen (15) feet, lying West of and adjoining the West line of Lot Eleven (11), and said West line produced South Fifteen (15) feet, lying West of and adjoining the West line of Lots Twelve (12), Fourteen (14), Sixteen (16), Eighteen (18), Twenty (20), Twenty-two (22), Twenty-four (24), Twenty-six (26), Twenty-eight (28), Thirty (30), Thirty-two (32), Thirty-four (34), Thirty-six (36) and Fifty-six (56), lying West of and adjoining a line Twenty (20) feet West of and parallel with the West line of said Lot Fifty-six (56) and the West line of Lot Sixty-eight (68) and said West line of Lot Sixty-eight (68) produced North Fifteen (15) feet, lying North of and adjoining the North line of the South Five (5) feet of said Lot Fifty-six (56) produced West Twenty (20) feet, and lying North of and adjoining the South line of Lot One Hundred Twenty-six (126) produced East Forty-six (46) feet, all in Sharpe and Smith's Subdivision of Block Forty-two (42) of Canal Trustees' Subdivision of the West Half (W.½) and the West Half (W.½) of the Northeast Quarter (N.E.¼) of Section Seventeen (17), Township Thirty-nine (39) North, Range Fourteen (14) East of the Third Principal Meridian; and lying West of and adjoining the West line of Lots One (1) to Seven (7), both inclusive, in Resubdivision of Lots Thirty-eight (38), Forty (40), Forty-two (42), Forty-four (44), Forty-six (46), Forty-eight (48), Fifty (50), Fifty-two (52) and Fifty-four (54), in Block Forty-two (42) of Canal Trustees' Subdivision aforementioned; also all of the East-West Fifteen (15) foot public alley lying South of and adjoining the South line of Lots One (1) to Eleven (11), both inclusive, and lying North of and adjoining the North line of Lots Twelve (12) and Thirteen (13) and said North line of Lot Twelve (12) produced East Fifteen (15) feet; all that part of the North-South Fifteen (15) foot public alley lying East of and adjoining the

East line of Lots Twelve (12), Fourteen (14), Sixteen (16), Eighteen (18), Twenty (20), Twenty-two (22), Twenty-four (24), Twenty-six (26), Twenty-eight (28), Thirty (30), Thirty-two (32), Thirty-four (34), Thirty-six (36) and Fifty-six (56), lying West of and adjoining the West line of Lots Thirteen (13), Fifteen (15), Seventeen (17), Nineteen (19), Twenty-one (21), Twenty-three (23), Twenty-five (25), Twenty-seven (27), Twenty-nine (29), Thirty-one (31), Thirty-three (33), Thirty-five (35), Thirty-seven (37), Thirty-nine (39), Forty-one (41), Forty-three (43), Forty-five (45), Forty-seven (47), Forty-nine (49), Fifty-one (51), Fifty-three (53), Fifty-five (55) and Fifty-seven (57) and lying North of and adjoining the North line of the South Five (5) feet of said Lot Fifty-seven (57) produced West Fifteen (15) feet, all in Sharpe and Smith's subdivision aforementioned, and lying East of and adjoining the East line of Lots One (1) to Seven (7), both inclusive, in Resubdivision of Lots Thirty-eight (38), Forty (40), Forty-two (42), Forty-four (44), Forty-six (46), Forty-eight (48), Fifty (50), Fifty-two (52) and Fifty-four (54), in Block Forty-two (42) of Canal Trustees' Subdivision aforementioned; all of the East-West Fifteen (15) foot public alley lying South of and adjoining the South line of Lots Sixty-nine (69), Seventy (70) and Seventy-one (71), lying North of and adjoining the North line of Lots Eighty (80) and Eighty-one (81) and said North line of Lot Eighty (80) produced East Fifteen (15) feet, all in Sharpe and Smith's Subdivision aforementioned, lying South of and adjoining the South line of Lot Three (3) and lying East of and adjoining the West line of said Lot Three (3) produced South Fifteen (15) feet, in Auten's Subdivision of Lots Seventy-two (72) to Seventy-eight (78), inclusive, in Sharpe and Smith's Subdivision aforementioned; all of the East-West Fifteen (15) foot public alley lying South of and adjoining the South line of Lots One Hundred Twenty-four (124) and One Hundred Twenty-five (125) and said South line of Lot One Hundred Twenty-four (124) produced East Fifteen (15) feet, lying North of and adjoining the North line of Lots One Hundred Twenty-six (126) to One Hundred Thirty-five (135), both inclusive, and lying East of and adjoining a line Thirty-four (34) feet East of and parallel with the West line of said Lot One Hundred Twenty-four (124) produced South Fifteen (15) feet, said described line being the East line of S. Ashland Boulevard as widened, in Sharpe and Smith's Subdivision aforementioned, and all of the North-South Fifteen (15) foot public alley adjoining Lots Eighty (80) to One Hundred Twenty-five (125), both inclusive, in Sharpe and Smith's Subdivision aforementioned; said part of public street herein vacated being further described as all that part of S. Garibaldi Place lying between W. Polk Street and W. Taylor Street, except that part of the East Twenty (20) feet of said S. Garibaldi Place lying between W. Taylor Street and a line Five (5) feet North of and parallel with the North line of the first East-West public alley North of W. Taylor Street, extended West, and said public alleys herein vacated being further described as all of the public alleys in the block bounded by W. Polk Street, W. Taylor Street, S. Garibaldi Place and S. Ashland Boulevard, also all of the first East-West public alley South of W. Polk Street and all of the North-South public alley, except the South Five (5) feet thereof, all in the block bounded by W. Polk Street, W. Taylor Street, S. Garibaldi Place and S. Laflin Street, as colored in red and indicated by the words "TO BE VACATED" on the plat hereto attached, which plat for greater certainty is hereby made a part of this ordinance, be and the same are hereby vacated and closed, except for such rights as are reserved to Commonwealth Edison Company and Illinois Bell Telephone Company by Section Two (2) hereof, inasmuch as the same with the exception of the reservations contained in Section Two (2) hereof, are no longer required for public use and the public interest will be subserved by such vacations.

SECTION 2. The City of Chicago hereby reserves for the benefit of Commonwealth Edison Company and Illinois Bell Telephone Company, their successors or assigns, easements to operate, maintain, construct, replace and renew overhead poles, wires and associated equipment and underground conduit, cables and associated equipment for the transmission and distribution of electric energy and telephonic and associated services under, over and along all of the public alleys as herein vacated together with those parts of S. Garibaldi Place herein vacated lying within the Easterly extension of the two East-West public alleys, with the right of ingress and egress.

SECTION 3. The vacations herein provided for are made upon the express condition that within six (6) months after the passage of this ordinance, the City of Chicago shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance.

SECTION 4. This ordinance shall take effect and be in full force and effect from and after its passage and approval, subject however, to the condition of Section Three (3) hereof.

—

On motion of Alderman Sain the following proposed resolution submitted with the pending committee report was *Adopted,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Holman, Despres, Rayner, Bohling, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Fried, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—44.

*Nays*—None.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said resolution as adopted:

*Be It Resolved by the City Council of the City of Chicago:*

That the following described property shall be opened for public alley purposes:

The South Five (5) feet of Lots Fifty-six (56) and Fifty-seven (57) in Sharpe and Smith's Subdivision of Block Forty-two (42) of Canal Trustees' Subdivision of the West Half (W.½) and the West Half (W.½) of the Northeast Quarter (N.E.¼) of Section Seventeen (17), Township Thirty-nine (39) North, Range Fourteen (14) East of the Third Principal Meridian.

*Be It Further Resolved,* That the City of Chicago (Department of Urban Renewal) shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this resolution.

### Ordinance for Grading, Paving and Improving of Portion of S. Avers Av. Repealed.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, recommended by the Board of Local Improvements, (which was referred to the committee on July 15, 1969) to *repeal* the ordinance passed by the City Council on July 11, 1968, as is noted on page 3369 of the Journal of the Proceedings of said date, for grading, paving and improving S. Avers Avenue from a line parallel with and five feet southeasterly of the easterly line of S. Archer Avenue to the north line of W. 50th Street.

On motion of Alderman Sain said proposed *repealing* ordinance was *Passed,* by yeas and nays as follows:

***Yeas***—Aldermen Roti, Hubbard, Holman, Despres, Rayner, Bohling, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Fried, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—44.

*Nays*—None.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

## COMMITTEE ON POLICE, FIRE, CIVIL SERVICE, SCHOOLS AND MUNICIPAL INSTITUTIONS.

### *Action Deferred*—ON MAYOR'S APPOINTMENT OF ALVIN J. BOUTTE AND MRS. MARIE CERDA AS MEMBERS OF BOARD OF EDUCATION OF CITY OF CHICAGO.

The Committee on Police, Fire, Civil Service, Schools and Municipal Institutions submitted the following report, which was, at the request of two aldermen present (Alderman Staszcuk and Alderman Scholl) *Deferred* and ordered published:

CHICAGO, July 28, 1969.

*To the President and Members of the City Council:*

Your Committee on Police, Fire, Civil Service, Schools and Municipal Institutions, to which was referred (on July 15, 1969) a communication signed by Honorable Richard J. Daley, Mayor, appointing Mr. Alvin J. Boutte and Mrs. Marie Cerda as members of the Board of Education of the City of Chicago, each for a term of five years ending April 30, 1974, begs leave to recommend that Your Honorable Body approve the said appointments of Mr. Boutte and Mrs. Cerda.

This recommendation was concurred in by 8 members of the committee, with 1 dissenting vote.

Respectfully submitted,
(Signed) EDWIN H. MCMAHON,
*Chairman.*

# MATTERS PRESENTED BY THE ALDERMEN

**(Presented by Wards, in Order, Beginning with the First Ward).**

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Claims.
4. Unclassified Matters (arranged in order according to Ward numbers).
5. Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection, and Water Rate Exemptions, Etc.

***Proposed ordinances, orders and resolutions, described below, were presented by the aldermen named, as noted. Except where otherwise noted or indicated hereinbelow, unanimous consent was given to permit action by the City Council on each of said proposed ordinances, orders and resolutions without previous committee consideration, in accordance with the provisions of Council Rule 43.***

## 1. TRAFFIC REGULATIONS, TRAFFIC SIGNS, AND TRAFFIC-CONTROL DEVICES.

### *Referred*—PROPOSED ORDER FOR REMOVAL OF PARKING METERS AT NOS. 5703-5713 W. NORTH AV.

Alderman Casey (37th Ward) presented a proposed order for the removal of parking meters at Nos. 5703-5713 W. North Avenue; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—PROPOSED ORDINANCES TO PROHIBIT AT ALL TIMES PARKING OF VEHICLES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit at all times the parking of vehicles at the locations designated, for the distances specified, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Location and Distance* |
|---|---|
| Hines (18th Ward) | W. 82nd Place (both sides) between S. Western and S. Campbell Avenues |
| Marzullo (25th Ward) | W. 17th Street (north side) between the alley west of S. Wolcott Avenue and a point 120 feet west thereof |
| Marzullo (for Zydlo, 26th Ward) | N. Noble Street, alongside No. 1400 W. Grand Avenue |
| | East-west alley from W. Chicago Avenue to W. Rice Street between N. Western Avenue and N. Leavitt Street |
| | W. Grand Avenue, at No. 1400 |
| Singer (44th Ward) | N. Hudson Avenue (east side) between the first east-west alley north of W. Barry Avenue and a point 30 feet north thereof |
| O'Rourke (48th Ward) | N. Racine Avenue (east side) between the south property line of W. Leland Avenue and a point 90 feet south thereof. |

### *Referred*—Proposed Ordinance to Change Area of Parking Prohibition at All Times on Portion of W. Lawrence Av.

Alderman O'Rourke (48th Ward) presented a proposed ordinance to change the area for the prohibition of the parking of vehicles at all times on the south side of W. Lawrence Avenue between No. 933 and a point 20 feet west of No. 941 (instead of at Nos. 933-941 W. Lawrence Avenue); which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—Proposed Ordinance to Discontinue Prohibition against Parking of Vehicles during Specified Hours on Portion of W. Peterson Av.

Alderman Laurino (39th Ward) presented a proposed ordinance to discontinue the prohibition against the parking of vehicles during specified hours on the north side of W. Peterson Avenue between N. Cicero Avenue and a point 200 feet east thereof—4:00 P.M. to 6:00 P.M. (except on Saturdays, Sundays and holidays); which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—Proposed Ordinances to Prohibit Parking of Vehicles during Specified Hours at Specified Locations.

The aldermen named below presented proposed ordinances to prohibit the parking of vehicles, during the hours designated, at the locations specified, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Location, Distance and Time* |
|---|---|
| Fitzpatrick (19th Ward) | S. Springfield Avenue (east side) between W. 111th Street and a point 200 feet north thereof—8:00 A.M. to 10:00 A.M. |
| Fifielski (45th Ward) | N. Indian Road (south side) between N. Central and N. Luna Avenues—8:00 A.M. to 8:00 P.M. (Sundays Only). |

### *Referred*—Proposed Ordinance to Change Area of Parking Limitation during Specified Hours on Portion of W. Haddon Av.

Alderman McMahon (30th Ward) presented a proposed ordinance to limit the parking of vehicles to one hour periods from 8:00 A.M. to 6:00 P.M. on W. Haddon Avenue between N. Kostner (instead of N. Kildare) and N. Kilbourn Avenues; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—Proposed Ordinances to Fix Weight Limit of Five Tons for Vehicles on Specified Streets.

The aldermen named below presented proposed ordinances to fix a weight limit of five tons for trucks and commercial vehicles on the streets designated, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Street and Limits* |
|---|---|
| Swinarski (12th Ward) | S. Spaulding Avenue between W. 49th and W. 51st Streets |
| Marzullo (for Zydlo, 26th Ward) | East-west alley between W. Chicago Avenue and W. Rice Street and N. Western Avenue to N. Leavitt Street. |

### *Referred*—Proposed Order for Survey to Fix Weight Limit of Five Tons for Vehicles on Specified Streets in 32nd Ward.

Alderman Gabinski (32nd Ward) presented a proposed order for a survey to fix the weight limit of five tons for vehicles on the streets in the area bounded by N. Damen Avenue, John Fitzgerald Kennedy Expressway and W. Armitage Avenue; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—Proposed Ordinances to Establish Loading Zones at Sundry Locations.

The aldermen named below presented proposed ordinances to establish loading zones at the locations designated, for the distances specified, and for limited periods where so indicated, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Location, Distance and Time* |
|---|---|
| Despres (5th Ward) | E. 58th Street (south side) between the east property line of S. University Avenue and a point 85 feet east thereof—8:00 A.M. to 5:00 P.M. |
| Aiello (36th Ward) | W. Fullerton Avenue, at No. 4535 (from driveway to a point 30 feet west thereof). |

### *Referred*—Proposed Order for Survey to Restrict Movement of Vehicular Traffic to Single Directions on Specified Streets in 26th Ward.

Alderman Marzullo (for Alderman Zydlo, 26th

Ward) presented a proposed order for a survey to restrict the movement of vehicular traffic to single directions on the streets in the area bounded by N. Damen, W. Grand, N. Western and W. Chicago Avenues; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—Proposed Orders for Installations of Traffic Signs.

The aldermen named below presented proposed orders for installations of traffic signs, of the nature indicated and at the locations specified, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Location and Type of Sign* |
|---|---|
| Swinarski (12th Ward) | W. 49th Street and S. Wolcott Avenue—"Stop" |
| Kuta (23rd Ward) | W. 45th Street and S. Keeler Avenue—"4-Way Stop" |
| McMahon (30th Ward) | S. Kostner Avenue and W. Van Buren Street—"4-Way Stop" |
| Aiello (36th Ward) | N. Lavergne Avenue and W. Palmer Street—"Stop" |
| | W. Dickens and N. Tripp Avenues—"Stop" |
| Singer (44th Ward) | N. Greenview and W. Wrightwood Avenues—"Stop" |
| [Singer (44th Ward)] | North-south and east-west alleys west of N. Clark Street between W. Fullerton Avenue and W. Arlington Place; between W. Deming Place and W. Arlington Place and between W. Wrightwood Avenue and W. Deming Place—"Slow-Caution" |
| | North-south alley west of and parallel to N. Clark Street at W. Wrightwood Avenue, W. Deming Place and W. Arlington Place—"Stop" |
| Wigoda (49th Ward) | N. Paulina Street and W. Estes Avenue—"4-Way Stop". |

### *Referred*—Proposed Order for Survey for Installation of Traffic Signs.

Alderman McMahon (30th Ward) presented a proposed order for a survey for the installation of "4-Way Stop" signs at the intersection of N. Kildare Avenue and W. Thomas Street; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—Proposed Order for Installation of Traffic-Control Signals.

Alderman Krska (15th Ward) presented a proposed order for installation of "Stop and Go" lights at the intersection of W. 61st Street and S. Kedzie Avenue; which was *Referred to the Committee on Traffic and Public Safety.*

## 2. ZONING ORDINANCE AMENDMENTS.

### *Referred*—Proposed Ordinance to Reclassify Particular Area.

Alderman Hoellen (47th Ward) presented a proposed ordinance for amendment of the Chicago Zoning Ordinance, for the purpose of reclassifying a particular area, which was *Referred to the Committee on Buildings and Zoning,* as follows:

To classify as a B4-2 Restricted Service District instead of an M1-1 Restricted Manufacturing District the area shown on map No. 11-H bounded by

a line 80 feet north of W. Irving Park Road; N. Hermitage Avenue; W. Irving Park Road; and the alley next west of and parallel to N. Hermitage Avenue.

## 3. CLAIMS.

**Claims against the City of Chicago were presented by the aldermen designated below, respectively, for the claimants named, which were *Referred to the Committee on Finance,* as follows:**

| *Alderman* | *Claimant* |
|---|---|
| Lupo (9th Ward) | Alexander McCambridge, Louis Akolon |
| Casey (37th Ward) | Mary Frabicius,<br>M. Mercuri |
| Laurino (39th Ward) | Joseph Rizman |
| Fifielski (45th Ward) | Louis Mancini,<br>Howard Johnson,<br>George T. Cirese. |

## 4. UNCLASSIFIED MATTERS

### (Arranged in Order According to Ward Numbers).

*Proposed ordinances, orders and resolutions were presented by the aldermen named below, respectively, and were acted upon by the City Council in each case in the manner noted, as follows:*

### Presented by
### ALDERMAN ROTI (1st Ward):

### Drafting of Ordinance for Vacation of Alley Directed.

A proposed order reading as follows:

> *Ordered,* That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of all that part of the north-south 18-foot public alley lying north of the north line of the east-west public alley in the block bounded by W. Polk Street, W. Taylor Street, S. Morgan Street and S. Miller Street, for the American National Bank and Trust Company of Chicago, Trustee under Trust No. 27210; said ordinance to be transmitted to the Committee on Local Industries, Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Roti said proposed order was *Passed.*

### Permission Granted to Close to Traffic Portion of W. 16th St. for Conduct of Recreational Programs.

Also a proposed order reading as follows:

> *Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to grant permission to the 16th Street Organization of the Neighborhood Service Organization, No. 1831 S. Racine Avenue, to close to traffic W. 16th Street between S. Racine Avenue and S. Carpenter Street from 2:00 P.M. to 10:30 P.M. daily during the period from July 25, 1969 to August 22, 1969, inclusive, in conjunction with the youth recreational programs of said organization.

On motion of Alderman Roti said proposed order was *Passed.*

### Issuance of Carnival Permit Authorized.

Also a proposed order reading as follows:

> *Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to issue a permit to Saint Mary Incoronata School, a regularly organized charitable or religious organization, for the period beginning August 8, 1969 and ending August 17, 1969, inclusive, for the conduct of a carnival or street fair on W. 25th Place between S. Wentworth and S. Princeton Avenues, in accordance with the City's carnivals ordinance, Sections 34-49.1 to 34-49.5, inclusive; and upon issuance of said permit the Commissioner of Streets and Sanitation shall provide barricades to prohibit vehicular traffic over the portion of the street affected, as provided by said carnivals ordinance.

On motion of Alderman Roti said proposed order was *Passed.*

### Issuance of Canopy Permit Authorized.

Also a proposed order reading as follows:

> *Ordered,* That the City Comptroller be and he is hereby authorized to issue a permit to the Chicago Club to maintain an existing canopy over the sidewalk in E. Van Buren Street, attached to the building or structure located at No. 81 E. Van Buren Street, for a period of ten years from and after September 20, 1969, in accordance with plans and specifications to be filed with the Commissioner of Public Works and approved by the Commissioner of Buildings and the Chief Fire Prevention Engineer, said canopy not to exceed 20 feet in length nor 16 feet in width: upon the filing of the application and bond and payment of the initial compensation provided for by ordinances relating to the construction and maintenance of canopies.

On motion of Alderman Roti said proposed order was *Passed.*

### *Referred*—PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE IN PUBLIC WAY.

Also a proposed ordinance for a grant of permission and authority to The Lurie Company to excavate for, install and maintain one 16-inch steel insulated intake water pipe and one 14-inch steel insulated discharge water pipe under the lower level of W. Wacker Drive beginning at a point approximately 105 feet east of N. LaSalle Street, thence running approximately 135 feet northerly to the south bank of the Chicago River, to be used for the purpose of obtaining water from and returning water to the Chicago River to serve the condenser of the air-conditioning unit used within the building located at No. 221 N. LaSalle Street.—*Referred to the Committee on Local Industries, Streets and Alleys.*

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### Presented by
### ALDERMAN HUBBARD (2nd Ward):

### Drafting of Ordinance for Vacation of Alley Directed.

A proposed order reading as follows:

> *Ordered,* That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of all of the north-south 10-foot public alley running south from E. 34th Street, together with all of the east-west 14-foot public alley running west from said north-south alley, in the block bounded by E. 34th Street, E. 35th Street, S. Indiana Avenue and S. Michigan Avenue, for the National Boulevard Bank of Chicago, Trustee under Trust No. 3064; said ordinance to be transmitted to the Committee on Local Industries, Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Hubbard said proposed order was *Passed.*

### Presented by
### ALDERMAN DESPRES (5th Ward) and OTHERS:

*Referred*—PROPOSED RESOLUTION CONCERNING DEATH OF HERMAN ALEXANDER HARRIS.

A proposed resolution (presented by Aldermen Despres, Rayner and Simon) to express profound sympathy to the family of Herman Alexander Harris in Memphis, Tennessee, and to his relatives in Chicago, over his death; and to express determination to take all steps necessary to correct the conditions which caused this tragedy.—*Referred to the Committee on Judiciary.*

### Presented by
### ALDERMAN RAYNER (6th Ward) and ALDERMAN DESPRES (5th Ward):

*Referred*—PROPOSED RESOLUTION ON ALLEGED DISCRIMINATORY FAILURE TO RECRUIT BLACK APPRENTICES IN CRAFT UNIONS.

A proposed resolution to create a special committee of seven aldermen to investigate alleged discriminatory denial of apprenticeship opportunities by craft unions, employers, etc. and to report to the City Council their recommendations for action.

Alderman Rayner moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed resolution. The motion to Suspend the Rules was *Lost.*

Whereupon said proposed resolution was *Referred to the Committee on Committees and Rules.*

### Presented by
### ALDERMAN RAYNER (6th Ward) and OTHERS:

*Referred*—PROPOSED RESOLUTION ON VOLUNTARY OBSERVANCE OF PUBLIC AID FOOD BUDGET.

A proposed resolution (presented by Aldermen Rayner, Despres, Simon and Singer) to urge the Mayor, the Aldermen and all adult Chicagoans to adopt the $6.72 weekly public aid food budget for one week, etc.

Alderman Rayner moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed resolution. The motion to Suspend the Rules was *Lost,* by yeas and nays as follows:

*Yeas*—Aldermen Hubbard, Despres, Rayner, Simon, McCutcheon, Singer, Hoellen, O'Rourke, Sperling—9.

*Nays*—Aldermen Roti, Holman, Bohling, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, Fried, Fifielski, Kerwin, Wigoda—36.

Whereupon said proposed resolution was *Referred to the Committee on Health.*

### Presented by
### ALDERMAN BOHLING (7th Ward) and ALDERMAN BUCHANAN (10th Ward):

**Mayor and City Council Commend Group of Courageous Police Officers of 4th Police District for Arrest of Extortionist.**

A proposed resolution reading as follows:

> WHEREAS, On Tuesday, July 22, 1969, there was attempted one of the most bold extortion efforts of recent day in the 4th Police District at E. 79th Street and S. Yates Avenue, wherein the President of the Floyd Phillips Real Estate Company was held for several hours with a gun pointed at his head while the police attempted to save his life; and
>
> WHEREAS, The efforts and dedication for public service of Commander Francis Nolan, Lieutenants John Cronin and Frank Luken and Sergeant William Rafferty, as well as the men who accompanied them, ultimately prevented a murder and brought about the arrest of the extortionist, has merited the commendation of a grateful community; now, therefore,
>
> *Be It Resolved,* That the Mayor of the City of Chicago and the members of the Chicago City Council extend congratulations and appreciation for the courageous and unselfish efforts of these men and their associates on this occasion.

Alderman Bohling moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed resolution. The motion *Prevailed.*

On motion of Alderman Bohling (seconded by Alderman Buchanan) said proposed resolution was *Adopted.*

### Presented by
### ALDERMAN BOHLING (7th Ward) and OTHERS:

**C.T.A. and I.C. RR. Commended for Coordinated Transit Transfer Privilege Plan.**

A proposed resolution (presented by Aldermen Bohling, Holman, Despres, Rayner, Lupo, Buchanan and Frost) reading as follows:

> *Be It Resolved by the City Council of the City of Chicago,* That the City Council hails with approval the inauguration by the Chicago Transit Authority and the Illinois Central Railroad Company of an experimental system of coordinated transit transfer privileges which enable CTA passengers with transfers to board the I.C. at 71st Street and Jeffery, alight from the I.C. at Randolph Street, validate their transfers, and resume riding the CTA without paying an additional CTA fare. This system is a step forward in coordination of Chicago's transportation.
>
> The City Council expresses the hope both that the CTA and the I.C. will expand the system and that, following their example, other commuter carriers will speedily join in extending a single step into a giant leap toward coordinated transportation.

Alderman Bohling moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed resolution. The motion *Prevailed.*

On motion of Alderman Bohling said proposed resolution was *Adopted.*

### Presented by
### ALDERMAN LUPO (9th Ward):

*Referred*—PROPOSED ORDINANCE FOR ACCEPTANCE OF DEEDS OF CONVEYANCE FOR SPECIFIED PROPERTY FOR PUBLIC STREET AND ALLEY PURPOSES.

A proposed ordinance for acceptance of deeds of conveyance from Edward E. Bloom and Josephine Bloom for certain property for the opening of the west half of S. Burley Avenue between a line 299.62 feet, more or less, north of E. 132nd Street and a line 37.5 feet north thereof, together with a north-south 14-foot public alley between the above referred to lines, for public street and alley purposes.—*Referred to the Committee on Local Industries, Streets and Alleys.*

### Presented by
### ALDERMAN BUCHANAN (10th Ward):

**Issuance of Permit to Conduct Sidewalk Sale Authorized.**

A proposed order reading as follows:

*Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to issue a permit to the South Chicago Chamber of Commerce, No. 330 E. 92nd Street, to conduct a sidewalk sale on both sides of S. Commercial Avenue from E. 87th Street to E. 93rd Street and on both sides of E. 87th, E. 90th, E. 91st, E. 92nd and E. 93rd Streets from S. Exchange to S. Houston Avenues, on Thursday, Friday and Saturday, July 31, August 1 and 2, 1969, respectively, from 9:00 A.M. to 9:00 P.M.

On motion of Alderman Buchanan said proposed order was *Passed.*

### Presented by
### ALDERMAN STASZCUK (13th Ward):

**Issuance of Carnival Permit Authorized.**

A proposed order reading as follows:

*Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to issue a permit to Kildare Civic and Social Club, a regularly organized charitable or religious organization, for the period beginning July 29, 1969 and ending August 4, 1969, inclusive, for the conduct of a carnival or street fair on S. Keeler Avenue from W. 63rd Street to the first alley north thereof, in accordance with the City's carnivals ordinance, Sections 34-49.1 to 34-49.5, inclusive; and upon issuance of said permit the Commissioner of Streets and Sanitation shall provide barricades to prohibit vehicular traffic over the portion of the street affected, as provided by said carnivals ordinance.

On motion of Alderman Staszcuk said proposed order was *Passed.*

### Presented by
### ALDERMAN BURKE (14th Ward) and OTHERS:

**Condolences Extended Clergy and Laity of Polish National Catholic Church on Passing of Bishop Grochowski.**

A proposed resolution (presented by Aldermen Burke, Bohling, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Gabinski and Fifielski) reading as follows:

WHEREAS, Almighty God in His Infinite Wisdom has called to his eternal reward Most Reverend Leon Grochowski, Primate of the Polish National Catholic Church of North America, Canada and Poland; and

WHEREAS, Bishop Grochowski was a resident of the City of Chicago from 1925 to 1955 during which time he served as the Diocesan Bishop of All Saints Cathedral for Chicago and the Western Diocese of the United States; and

WHEREAS, Upon the occasion of his elevation to the Primacy of the Polish National Catholic Church he was compelled to leave our city to take up administrative duties in Scranton, Pennsylvania; and

WHEREAS, The Polish National Catholic Church of Chicago maintains some 10 parishes for over 10,000 Chicagoans of that Religion; and

WHEREAS, The Faithful of the Polish National Catholic Church of Chicago are greatly saddened by the passing of their spiritual leader and prelate, Bishop Grochowski; and

*Be It Hereby Resolved,* That we, the members of the City Council do hereby express our deep sadness at the passing of Bishop Grochowski and extend to all the clergy and laity of the Polish National Catholic Church our sincere condolences; and

*Be It Further Resolved,* That the City Clerk present a suitable copy of this resolution to the appropriate officials of the Church as a lasting tribute and indication of our respect.

Alderman Burke moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed resolution. The motion *Prevailed.*

On motion of Alderman Burke (seconded by Alderman Fifielski and Alderman Bohling) said proposed resolution was *Adopted.*

### Presented by
### ALDERMAN SHERIDAN (16th Ward):

**Permission Granted for Closing to Traffic Portion of W. 64th St. for Conduct of Annual Vacation Day Camp.**

A proposed order reading as follows:

*Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to grant permission to the Messiah Lutheran Church, No. 1910 W. 64th Street, to close to traffic W. 64th Street between S. Wolcott and S. Winchester Avenues (the No. 1900 Block on W. 64th Street) daily on Mondays through Fridays from 9:00 A.M. to 2:00 P.M. during the period from July 22, 1969 to August 14, 1969, in conjunction with the conduct of the annual vacation day camp of said church.

On motion of Alderman Sheridan said proposed order was *Passed.*

### Presented by
### ALDERMAN HINES (18th Ward):

*Referred*—PROPOSED ORDER FOR ERECTION OF ILLUMINATED SIGN.

A proposed order for issuance of a permit to Ashland Car Wash (Lynch Signs, Inc.) to erect an illuminated sign to project over the sidewalk at No. 7520 S. Ashland Avenue.—*Referred to the Committee on Buildings and Zoning.*

### Presented by
### ALDERMAN FITZPATRICK (19th Ward):

*Referred*—PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE IN PUBLIC WAY.

A proposed ordinance for a grant of permission and authority to The Catholic Bishop of Chicago to install, maintain, operate and use a 24-volt communication line from existing poles on the west side of S. Hoyne Avenue over and across said S. Hoyne Avenue at a point north of W. 93rd Street.—*Referred to the Committee on Local Industries, Streets and Alleys.*

### Presented by
### ALDERMAN CAMPBELL (20th Ward):

### Drafting of Ordinance for Vacation of Alley Directed.

A proposed order reading as follows:

> *Ordered,* That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of all of the east-west 8-foot public alley running west from S. State Street in the block bounded by W. Garfield Boulevard, W. 57th Street, S. State Street and S. Lafayette Avenue, for E. Rodney and Amanda E. Jones and Pervis and Lovie Spann; said ordinance to be transmitted to the Committee on Local Industries, Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Campbell said proposed order was *Passed.*

### Presented by
### ALDERMAN CAMPBELL (20th Ward) and ALDERMAN SHANNON (17th Ward):

### Request to Chicago Housing Authority to Designate Project on W. 65th St. as "Maj. Robert H. Lawrence, Jr. Homes".

A proposed resolution reading as follows:

> WHEREAS, History has recorded America's space achievements and has praised and applauded our Lunarnauts, Neil Armstrong, Buzz Aldrin and Michael Collins; and
>
> WHEREAS, Air Force Major Robert H. Lawrence, Jr., the Nation's first Negro spaceman, enthusiastically and eagerly responded to his Country's call for men of courage and intrepidity to man our space ships. By his tragic and untimely death, he was denied the opportunity of participating in our conquest of space and in sharing in the heroes' acclaim accorded his fellow astronauts; and
>
> WHEREAS, But for the disastrous accident at Edwards Air Force Base in California during his training period, he would be heading toward national fame and heroism; and
>
> WHEREAS, America must not forget those who died in the quest for space, and Major Lawrence's heroic courage and dedicated service in the advancement of our space program should not go unrecognized or unrewarded; now, therefore,
>
> *Be It Resolved,* That we, the members of the City Council of the City of Chicago, in tribute to the memory of Air Force Major Robert H. Lawrence, Jr., do hereby request and urge the Chicago Housing Authority to designate its project at No. 655 W. 65th Street as "Major Robert H. Lawrence, Jr. Homes."

Alderman Campbell moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed resolution. The motion *Prevailed.*

On motion of Alderman Campbell (seconded by Alderman Shannon) said proposed resolution was *Adopted.*

### Presented by
### ALDERMAN FROST (21st Ward):

### Building Declared Public Nuisance and Ordered Demolished.

A proposed ordinance reading as follows:

> WHEREAS, The building located at No. 1401 W. 110th Place is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; therefore
>
> *Be It Ordained by the City Council of the City of Chicago:*
>
> SECTION 1. The building located at No. 1401 W. 110th Place is declared a public nuisance, and the Commissioner of Buildings is authorized to demolish the same.
>
> SECTION 2. This ordinance shall be effective upon its passage.

On motion of Alderman Frost said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Holman, Despres, Rayner, Bohling, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Fried, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—44.

*Nays*—None.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

*Referred*—PROPOSED ORDER FOR PAVING OF STREETS BY SPECIAL ASSESSMENT.

Also a proposed order to request the Board of Local Improvements to institute necessary proceedings to pave by special assessment the roadways of two streets, which was *Referred to the Committee on Local Industries, Streets and Alleys,* as follows:

W. 93rd Street from S. Normal Avenue to S. Eggleston Avenue;

W. 94th Street from S. Normal Avenue to S. Eggleston Avenue.

### Presented by
### ALDERMAN KUTA (23rd Ward):

### Issuance of Carnival Permit Authorized.

A proposed order reading as follows:

> *Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to issue a permit to St. Rene Goupil Church, a regularly organized charitable or religious organization, for the period beginning August 21, 1969 and ending August 25, 1969, inclusive, for the conduct of a carnival or street fair on S. New England Avenue between W. 63rd Place and W. 64th Street, in accordance with the City's carnivals ordinance, Sections 34-49.1 to 34-49.5, inclusive; and upon issuance of said permit the Commissioner of Streets and Sanitation shall provide barricades to prohibit vehicular traffic over the portion of the street affected, as provided by said carnivals ordinance.

On motion of Alderman Kuta said proposed order was *Passed.*

### Presented by
### ALDERMAN MARZULLO (25th Ward):

### Buildings Declared Public Nuisances and Ordered Demolished.

A proposed ordinance reading as follows:

WHEREAS, The buildings at the following locations, to wit:

No. 2841 W. Lexington Street,
No. 2838 W. Polk Street,
No. 2722 W. Arthington Street, and
No. 2825 W. Polk Street,

are so deteriorated and weakened that they are structurally unsafe and a menace to life and property in their vicinity; therefore

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the buildings at the following locations, to wit:

No. 2841 W. Lexington Street,
No. 2838 W. Polk Street,
No. 2722 W. Arthington Street, and
No. 2825 W. Polk Street,

are declared public nuisances, and the Commissioner of Buildings is authorized and directed to demolish the same.

SECTION 2. This ordinance shall be effective upon its passage.

On motion of Alderman Marzullo said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Holman, Despres, Rayner, Bohling, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Fried, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—44.

*Nays*—None.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

### Presented for
### ALDERMAN ZYDLO (26th Ward):

### Drafting of Ordinance for Vacation of Alleys Directed.

A proposed order (presented by Alderman Marzullo) reading as follows:

> *Ordered,* That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of all of the public alleys in the block bounded by W. Kinzie Street, W. Hubbard Street, N. May Street and N. Racine Avenue, for Pentagon Pattern and Engineering Company; said ordinance to be transmitted to the Committee on Local Industries, Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Marzullo said proposed order was *Passed.*

### Issuance of Permit to Conduct Art Show and Street Fair Authorized.

Also a proposed order (presented by Alderman Marzullo) reading as follows:

> *Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to grant permission to the Taylor Settlement House, No. 915 N. Wolcott Avenue, to conduct an art show and street fair on N. Wolcott Avenue from W. Iowa Street to the premises at No. 915 N. Wolcott Avenue on Thursday, August 14, 1969, from 2:30 P.M. to 10:30 P.M.

On motion of Alderman Marzullo said proposed order was *Passed.*

### Permission Granted to Close to Traffic Portion of N. Elizabeth St. for Conduct of Recreational Programs.

Also a proposed order (presented by Alderman Marzullo) reading as follows:

> *Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to grant permission to the Girl Scouts of Chicago, No. 14 E. Jackson Boulevard, to close to traffic N. Elizabeth Street between W. Chicago Avenue and W. Erie Street (the south building line of the Carpenter School) from 10:00 A.M. to 3:00 P.M. daily on Monday through Thursday, August 4-7, 1969, in conjunction with recreational programs for the youth of the area.

On motion of Alderman Marzullo said proposed order was *Passed.*

### Presented by
### ALDERMAN BRANDT (33rd Ward):

### Issuance of Permit to Conduct Sidewalk Sale Authorized.

A proposed order reading as follows:

*Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to issue a permit to the Hoffings Department Store to conduct a sidewalk sale in front of No. 2049 W. Roscoe Street on Monday, August 4, 1969, from 9:00 A.M. to 9:00 P.M.

On motion of Alderman Brandt said proposed order was *Passed.*

### Presented by
### ALDERMAN AIELLO (36th Ward):

### Issuance of Permit to Conduct Sidewalk Sale Authorized.

A proposed order reading as follows:

*Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to issue a permit to the Drews Department Store, No. 4134 W. Armitage Avenue, to hold a sidewalk sale on Thursday, August 7 and on Friday, August 8, 1969 from 9:30 A.M. to 9:00 P.M. and on Saturday, August 9, 1969, from 9:30 A.M. to 7:00 P.M.

On motion of Alderman Aiello said proposed order was *Passed.*

### Presented by
### ALDERMAN CULLERTON (38th Ward):

### Issuance of Permit to Conduct Sidewalk Sale Authorized.

A proposed order reading as follows:

*Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to issue a permit to Jay Lee, Lora Lynn, and Peak's Gift Shop to conduct a sidewalk sale in front of Nos. 6004, 6008 and 6012 W. Belmont Avenue on Monday, Tuesday, Wednesday and Thursday, August 4, 5, 6 and 7, 1969, from 9:00 A.M. to 9:00 P.M.

On motion of Alderman Cullerton said proposed order was *Passed.*

### Presented by
### ALDERMAN SCHOLL (41st Ward):

### Issuance of Permit to Conduct Sidewalk Sale Authorized.

A proposed order reading as follows:

*Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to issue a permit to Olsen Rexall Drugs, No. 7818 W. Higgins Road, to conduct a sidewalk sale on Saturday and Sunday, August 23 and 24, 1969, from 9:00 A.M. to 9:00 P.M.

On motion of Alderman Scholl said proposed order was *Passed.*

### Presented by
### ALDERMAN FRIED (42nd Ward):

### Issuance of Canopy Permit Authorized.

A proposed order reading as follows:

*Ordered,* That the City Comptroller is hereby authorized to issue a permit to Robert B. Nathan to construct and maintain a canopy over a private driveway and over the sidewalk in E. Bellevue Place, to be attached to the building or structure located at No. 100 E. Bellevue Place, for a period of ten years from and after July 29, 1969, in accordance with plans and specifications to be filed with the Commissioner of Public Works and approved by the Commissioner of Buildings and the Chief Fire Prevention Engineer, said canopy not to exceed 22 feet 6 inches in length nor 12 feet 7 inches in width: upon the filing of the application and bond and payment of the initial compensation provided for by ordinances relating to the construction and maintenance of canopies.

On motion of Alderman Fried said proposed order was *Passed.*

### Presented by
### ALDERMAN McCUTCHEON (43rd Ward):

### Drafting of Ordinances for Vacation of Streets and Alleys Directed.

Two proposed orders reading respectively as follows:

*Ordered,* That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of N. Pearl Court and N. Orchard Street between W. Dickens Avenue and W. Webster Avenue, also W. Shakespeare Avenue between N. Orchard Street and N. Larrabee Street, and all of the public alleys in the area bounded by W. Dickens Avenue, W. Webster Avenue, N. Burling Street and N. Larrabee Street, except that part of the first east-west public alley north of W. Dickens Avenue lying between N. Burling Street and the first north-south public alley east thereof, for the City of Chicago (Department of Urban Renewal) Project Lincoln Park I; said ordinance to be transmitted to the Committee on Local Industries, Streets and Alleys for consideration and recommendation to the City Council.

*Ordered,* That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of all of the north-south 16-foot public alley lying south of the south line of the east-west 9-foot public alley running east from N. Vine Street, in the area bounded by W. North Avenue, a line approximately 498 feet north thereof, N. Larrabee Street, N. Ogden Avenue and N. Vine Street, for the City of Chicago (Department of Urban Renewal) Project Lincoln Park I; said ordinance to be transmitted to the Committee on Local Industries, Streets and Alleys for consideration and recommendation to the City Council.

On separate motions made by Alderman McCutcheon *each* of the foregoing two proposed orders was *Passed.*

### Presented by
### ALDERMAN SINGER (44th Ward):

*Referred*—PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE IN PUBLIC WAY.

A proposed ordinance for a grant of permission and authority to De Paul University to excavate for, install, maintain and use six 4-inch conduits encased in concrete to contain telephone lines and closed circuit television cables, to be installed approximately 36 inches below street grade, under and across N. Clifton Avenue 50 feet from the north line of W. Belden Avenue and under and across N. Seminary Avenue 25 feet from the northerly line of W. Belden Avenue.—*Referred to the Committee on Local Industries, Streets and Alleys.*

### Presented by
### ALDERMAN O'ROURKE (48th Ward):

**Permission Granted to Close to Traffic Portion of Buena Circle for Conduct of Recreational Services.**

A proposed order reading as follows:

> *Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to grant permission to the Kenmore Improvement Club (William Smith, Chairman) to close to traffic the west end of Buena Circle on Fridays, Saturdays and Sundays, from 10:00 A.M. to 7:00 P.M., during the period from August 1, 1969 to September 8, 1969, inclusive. This will be for recreational purposes solely.

On motion of Alderman O'Rourke said proposed order was *Passed.*

**Issuance of Permit to Conduct Art Fair Authorized.**

Also a proposed order reading as follows:

> *Ordered,* That the Commissioner of Streets and Sanitation issue a permit to the Andersonville Chamber of Commerce to conduct an art fair on Saturday and Sunday, July 19 and 20, 1969, from the hours of 10:00 A.M. to 9:00 P.M., on the sidewalk on both sides of Clark Street from Winona Avenue north to Balmoral Avenue and on both sides of Farragut Street from Clark Street to the first alley east thereof and on both sides of Berwyn Avenue from Clark Street to the first alley east thereof and to the first alley west thereof. No vending will be permitted during the time of the art fair.

On motion of Alderman O'Rourke said proposed order was *Passed.*

### Presented by
### ALDERMAN WIGODA (49th Ward):

*Referred*—PROPOSED RESOLUTION TO NAME OUTER DRIVE NORTH AS "APOLLO 11 DRIVE".

A proposed resolution to consider naming the Outer Drive North as "Apollo 11 Drive".—*Referred to the Committee on Local Industries, Streets and Alleys.*

### Presented by
### ALDERMAN SPERLING (50th Ward):

**Permission Granted for Closing to Traffic Portion of N. Wolcott Av. for Conduct of Recreational Program.**

A proposed order reading as follows:

> *Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to grant permission to the Rogers Park Baptist Church, Rev. James S. Lange, No. 1900 W. Greenleaf Avenue, to close to traffic N. Wolcott Avenue between W. Greenleaf and W. Estes Avenues on weekdays, Monday through Friday, during the period from July 28, 1969 to August 1, 1969, from 9:00 A.M. to 11:30 A.M., in conjunction with the conduct of the Neighborhood Interest Center Recreational Program of said church.

On motion of Alderman Sperling said proposed order was *Passed.*

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## 5. FREE PERMITS, LICENSE FEE EXEMPTIONS, CANCELLATION OF WARRANTS FOR COLLECTION, AND WATER RATE EXEMPTIONS, ETC.

**Proposed ordinances, orders, etc. described below, were presented by the aldermen named, and were *Referred to the Committee on Finance,* as follows:**

*Free Permits to Churches, Etc.:*

BY ALDERMAN HOLMAN (FOR ALDERMAN METCALFE, 3RD WARD):

The First Church of the Deliverance, Nos. 4314-4336 S. Wabash Avenue—construction of an addition to existing church building (to be used as convalescent home), all electrical work and use of water in conjunction therewith.

BY ALDERMAN SWINARSKI (12TH WARD):

The Catholic Bishop of Chicago (Five Holy Martyrs Church), No. 4327 S. Richmond Street—rehabilitation of existing electrical system and installation of new wiring, fixtures and equipment in church and school buildings and use of water in conjunction therewith.

BY ALDERMAN FITZPATRICK (19TH WARD):

The Catholic Bishop of Chicago (Christ the King Church), No. 9235 S. Hamilton Avenue—installation of four mobile classroom units on the northeast corner of W. 93rd Street and S. Hoyne Avenue, all electrical work and use of water in conjunction therewith; also installation, maintenance and operation of a 24-volt communications line across S. Hoyne Avenue from No. 9240 to No. 9257.

*License Fee Exemptions for Homes, Hospitals, Day Care Centers, Etc.:*

BY ALDERMAN BUCHANAN (10TH WARD):

Mary Alyce Day Care Center (Chicago Association for Retarded Children), No. 2338 E. 99th Street.

By Alderman Campbell (20th Ward):

Chicago Association for Retarded Children David Day School and Dr. King Head Start Center, No. 5147 S. Dearborn Street.

St. Martin School Day Care Center, No. 320 W. 59th Street.

By Alderman Marzullo (25th Ward):

Chicago Association for Retarded Children Pilsen Day Care Center, No. 1818 S. Paulina Street.

By Alderman Kerwin (46th Ward):

Chicago Association for Retarded Children Uptown Head Start and Day Care Center, No. 1126 W. Grace Street.

By Alderman O'Rourke (48th Ward):

Chicago Association for Retarded Children Montrose Day Care Center, No. 901 W. Montrose Avenue.

*Cancellation of Warrants for Collection:*

By Alderman Marzullo (25th Ward):

Schwab Hospital, No. 1409 S. California Avenue —mechanical ventilation inspection.

By Alderman Singer (44th Ward):

Second Church of Christ, Scientist, No. 2700 N. Pine Grove Avenue—elevator inspection, semiannual building inspection and mechanical ventilation inspection.

*Cancellation of Existing Water Rates and for Exemption from Future Rates:*

By Alderman Frost (21st Ward):

The Orleans Baptist Church, No. 9108 S. Cottage Grove Avenue.

By Alderman Sain (27th Ward):

Mile Square Community Health Center, No. 2040 W. Washington Boulevard.

By Alderman McMahon (30th Ward):

Emmaus Methodist Church, No. 4117 W. Pierce Avenue.

By Alderman Cullerton (38th Ward):

St. Ladislaus Catholic Church, No. 3330 N. Lockwood Avenue.

# UNFINISHED BUSINESS.

## Certificate of Cancellation Issued to John A. Hennessey in Settlement of City's Special-Assessment Claim against Property Located at No. 3827 W. 66th St.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on July 15, 1969, page 5854, recommending that the City Council pass a proposed ordinance transmitted with the committee's report to authorize the issuance of a certificate of cancellation to John A. Hennessey in settlement of the city's special-assessment claim against property located at No. 3827 W. 66th Street.

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Holman, Despres, Rayner, Bohling, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Fried, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—44.

*Nays*—None.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said ordinance as passed:

Whereas, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $9.95, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

Whereas, There are no special assessment bonds or vouchers outstanding in the special assessment warrant involved, and in lieu of foreclosure, an offer has been received from John A. Hennessey, to compromise the City's claim for the sum of Forty and no/100 dollars ($40.00), which has been recommended by the Committee on Finance; therefore,

***Be It Ordained by the City Council of the City of Chicago:***

Section 1. That the Comptroller on delivery to him of $40.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said John A. Hennessey, certificates of cancellation of special assessment liens against:

Lot A Block 3 in F. H. Bartlett's Subdivision of (Ex.RR) South 40 Rods, NW¼. Section 23, Township 38 North, Range 13 East of the Third Principal Meridian;

for the nonpayment of the First, Second, Third, Fourth and Fifth Installments of Special Assessment Warrant No. 47026 and First, Second, Third, Fourth and Fifth Installments of Special Assessment Warrant No. 47026A.

Section 2. This ordinance shall be in force and effect from and after its passage.

# MISCELLANEOUS BUSINESS.

### *Referred to Committee on Committees and Rules*—MOTION TO DISCHARGE COMMITTEE ON HEALTH FROM PENDING PROPOSED RESOLUTION.

Alderman Singer moved to discharge the Committee on Health from pending proposed resolution (referred to the committee on July 8, 1969, page 5793) and to refer said proposed resolution to the Committee on Committees and Rules.

The motion *Prevailed.*

### Presence of Visitors Noted.

Honorable Richard J. Daley, Mayor, called the Council's attention to the presence at the meeting of twenty-six teachers from the Teacher In-Service Institute, accompanied by Mr. Frederick and Mr. Bottom.

The visitors were warmly welcomed and invited to attend future meetings.

### Time Fixed for Next Succeeding Regular Meeting.

By unanimous consent Alderman Keane thereupon presented a proposed ordinance which reads as follows:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the next succeeding regular meeting of the City Council of the City of Chicago to be held after the regular meeting held on Tuesday, the twenty-ninth (29th) day of July, 1969, at 10:00 A.M., be and the same is hereby fixed to be held on Friday, the fifth (5th) day of September, 1969, at 10:00 A.M., in the Council Chamber in the City Hall.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Holman, Despres, Rayner, Bohling, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Fried, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—44.

*Nays*—None.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

### ADJOURNMENT.

Thereupon Alderman Krska moved that the City Council do *Adjourn.* The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Friday, September 5, 1969, at 10:00 A.M., in the Council Chamber in the City Hall.

John C. Marcin

JOHN C. MARCIN,
*City Clerk.*

*(Published by Authority of the City Council of the City of Chicago)*

COPY

# JOURNAL *of the* PROCEEDINGS

OF THE

# CITY COUNCIL

OF THE

# CITY OF CHICAGO, ILLINOIS

## Regular Meeting—Friday, September 5, 1969

**at 10:00 A.M.**

*(Council Chamber—City Hall—Chicago, Illinois)*

## OFFICIAL RECORD.

### Attendance at Meeting.

*Present*—Honorable Richard J. Daley, Mayor, and Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling.

### Call to Order.

On Friday, September 5, 1969, at 10:00 A.M. (the day and hour appointed for the meeting) Honorable Richard J. Daley, Mayor, called the City Council to order. John C. Marcin, City Clerk, called the roll of members and it was found that there were present at that time: Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Fried, McCutcheon, Singer, Fifielski, Hoellen, O'Rourke, Wigoda, Sperling—46.

Quorum present.

### Invocation.

Reverend George Lincoln Blackwell, Pastor, St. Mark's A.M.E. Zion Church, opened the meeting with prayer.

### JOURNAL (July 29, 1969).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on Tuesday, July 29, 1969, at 10:00 A.M., signed by him as such City Clerk.

Alderman Fitzpatrick moved to *Approve* said printed Official Journal and to dispense with the reading thereof. The question being put, the motion *Prevailed.*

# REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

### *Referred*—MAYOR'S APPOINTMENT OF JOHN M. PATTON AND JAMES R. SIEFERT AS MEMBERS OF AIR POLLUTION TECHNICAL ADVISORY BOARD.

Honorable Richard J. Daley, Mayor, submitted the following communication, which was, at the request of two aldermen present (under the provisions of Council Rule 45) *Referred to the Committee on Health:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 5, 1969.

*To the Honorable, The City Council of the City of Chicago:*

GENTLEMEN—I appoint Mr. John M. Patton and Mr. James R. Siefert as Members of the Air Pollution Technical Advisory Board. Mr. Patton is being appointed for a term ending September 5, 1970, to succeed Mr. Howard Herder, resigned. Mr. Siefert is appointed for a term ending September 5, 1971, to succeed Mr. John Code, resigned.

I respectfully request your approval of these appointments.

Very truly yours,
(Signed) RICHARD J. DALEY,
*Mayor.*

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### *Placed on File*—MAYOR'S APPOINTMENT OF CLAIR M. RODDEWIG AS MEMBER OF METROPOLITAN FAIR AND EXPOSITION AUTHORITY.

Honorable Richard J. Daley, Mayor, submitted the following communication, which was *Placed on File:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 5, 1969.

*To the Honorable, The City Council of the City of Chicago:*

GENTLEMEN—I have appointed Mr. Clair M. Roddewig as a member of the Metropolitan Fair and Exposition Authority for a term of five years ending June 1, 1974. Mr. Roddewig will succeed Mr. John W. Evers who has resigned.

I submit this communication for your information.

Very truly yours,
(Signed) RICHARD J. DALEY,
*Mayor.*

---

### Ordinance Authorized for Approval of Grant to Board of Education of All Funds Received by City from Illinois State Income Tax Act for Year 1969.

Honorable Richard J. Daley, Mayor, submitted the following communication:

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 5, 1969.

*To the Honorable, The City Council of the City of Chicago:*

GENTLEMEN—I transmit herewith an ordinance making a grant of financial aid for school purposes from the City of Chicago to the Board of Education of the City of Chicago of all funds received by the City of Chicago from the Illinois State Income Tax Act for the year 1969.

Your immediate consideration of this matter is requested.

Very truly yours,
(Signed) RICHARD J. DALEY,
*Mayor.*

Alderman Keane moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed ordinance. The motion *Prevailed.*

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—49.

*Nays*—None.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said ordinance as passed:

WHEREAS, The 76th General Assembly of the State of Illinois has passed, and the Governor has signed, the "Illinois Income Tax Act" which provides for the monthly deposit of 1/12 of the revenues received therefrom into the "Local Government Distributive Fund" for distribution to the municipalities and counties throughout the State; and

WHEREAS, The Act creating the "Local Government Distributive Fund", which was similarly passed and approved, authorizes use of such funds "solely for the general welfare of the people of the State of Illinois, including financial assistance to school districts, . . . through unrestricted block grants for school purposes carried out within the municipality or county making the grant"; and

WHEREAS, The Governor of the State of Illinois has informed the Mayor of the City of Chicago that "it is our current estimate that the City of Chicago will receive from this source approximately $5 million in cash before the end of December. Additional revenues will be available to the City from tax liability for 1969 which will be payable between January 1 and April 15. This could amount to between $3 million and $4 million"; and has further informed the Mayor that "the first rebate will be forthcoming as soon as possible after the first of October, in accordance with the Statute"; and

WHEREAS, The revenues available to the Board of Education of the City of Chicago from all customary sources, State school fund, real estate tax levy, and federal grants are inadequate to meet the needs and fulfill the commitment made by the Board of Education of the City of Chicago to both education programs and to teachers and other school employees; and

WHEREAS, This financial crisis within the Board of Education of the City of Chicago seriously affects the general welfare of the citizens of the City of Chicago; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. All funds received by the City of Chicago attributable to 1969 tax indebtedness under the Illinois Income Tax Act and distributed by the State of Illinois to the City of Chicago through the Local Government Distributive Fund shall constitute, and the same are hereby declared to be, a grant of financial aid for school purposes from the City of Chicago to the Board of Education of the City of Chicago, and all right, title and interest to said funds are hereby granted, transferred and assigned to said Board of Education of the City of Chicago.

SECTION 2. The City Treasurer shall, upon the receipt of such funds allocated by the State of Illinois to the City of Chicago through the "Local Government Distributive Fund", immediately transfer said amounts constituting the City of Chicago's share of the Illinois State Income Tax for 1969 to the Board of Education of the City of Chicago.

SECTION 3. This ordinance shall be in effect from and after its passage.

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## Ordinance Authorized for Acceptance of Grant from Dept. of Transportation Federal Aviation Administration, Providing Funds for Installation of Emergency Power Source and for Overlay of Runway 14L32R at Chicago-O'Hare International Airport.

Honorable Richard J. Daley, Mayor, submitted the following communication:

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 5, 1969.

*To the Honorable, The City Council of the City of Chicago:*

GENTLEMEN—I transmit herewith an ordinance authorizing the acceptance of a grant in the amount of $482,085.00 from the Department of Transportation, Federal Aviation Administration providing funds for the installation of emergency power source and for the overlay of runway 14L32R at Chicago-O'Hare International Airport.

Your favorable consideration of this ordinance is requested.

Very truly yours,
(Signed) RICHARD J. DALEY,
*Mayor.*

Alderman Keane moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed ordinance. The motion *Prevailed.*

**On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:**

*Yeas*—Aldermen Roti, Hubbard, Despres, Rayner, Cousins, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—42.

*Nays*—None.

Alderman Campbell moved to *Reconsider* the foreing vote. The motion was *Lost,* by yeas and nays as follows:

*Yeas*—Aldermen Despres, Rayner, Staszcuk, Simon, Scholl, Singer, O'Rourke, Sperling—8.

*Nays*—Aldermen Roti, Hubbard, Buchanan, Bilandic, Swinarski, Burke, Krska, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Fried, Fifielski, Kerwin, Wigoda—31.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Mayor, on behalf of the City of Chicago, is authorized to execute and the City Clerk to attest, upon approval of the Corporation Counsel as to form and legality, a Grant Agreement from the United States of America, acting through the Federal Aviation Administration, Department of Transportation for Chicago-O'Hare International Airport Project No. 9-11-012-7020, said Grant Agreement to be in substantially the following form:

FEDERAL AVIATION AGENCY
GRANT AGREEMENT
PART 1—OFFER

Date of Offer
Chicago-O'Hare International Airport
Project No. 9-11-012-7020
Contract No. DOT-FA-70-CE-5566

To: City of Chicago, Illinois and the Department of Aeronautics, State of Illinois, Co-Sponsors (herein referred to as the "Sponsor")

From: The United States of America (acting through the Federal Aviation Agency, herein referred to as the "FAA")

Whereas, The Sponsor has submitted to the FAA a Project Application dated 29 August, 1969, for a grant of Federal funds for a project for development of the Chicago-O'Hare International Airport (herein called the "Airport"), together with plans and specifications for such project, which Project Application, as approved by the FAA is hereby incorporated herein and made a part hereof; and

Whereas, The FAA has approved a project for development of the Airport (herein called the "Project") consisting of the following-described airport development:

> Install emergency standby power; overlay and mark approximately 7400′ of the southeasterly portion of Runway 14L/32R including modification of in-runway lighting system.

all as more particularly described in the property map and plans and specifications incorporated in the said Project Application;

Now, Therefore, pursuant to and for the purpose of carrying out the provisions of the Federal Airport Act, as amended (49 U.S.C. 1101), and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application, and its acceptance of this Offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and the operation and maintenance of the Airport as herein provided, The Federal Aviation Agency, for and on behalf of the United States, Hereby Offers And Agrees to pay, as the United States share of the allowable costs incurred in accomplishing the Project, 50 percentum thereof; Provided however, that the United States' share of the allowable costs of installing emergency power related to the high-intensity runway edge lighting, centerline and touchdown zone lighting serving Runway 14R/32L shall be 75 percentum thereof.

This Offer is made on and subject to the following terms and conditions:

1. The maximum obligation of the United States payable under this Offer shall be $482,085.00.
2. The Sponsor shall:
   (a) begin accomplishment of the Project within ninety days after acceptance of this Offer or such longer time as may be prescribed by the FAA, with failure to do so constituting just cause for terminaton of the obligations of the United States hereunder by the FAA;

   (b) carry out and complete the Project without undue delay and in accordance with the terms hereof, the Federal Airport Act, and Sections 151.45-151.-55 of the Regulations of the Federal Aviation Agency (14 CFR 51) in effect as of the date of acceptance of this Offer; which Regulations are hereinafter referred to as the "Regulations";

   (c) carry out and complete the Project in accordance with the plans and specifications and property map, incorporated herein, as they may be revised or modified with the approval of the FAA.
3. The allowable costs of the project shall not include any costs determined by the FAA to be ineligble for consideration as to allowability under Section 151.41 (b) of the Regulations.
4. Payment of the United States of the allowable project costs will be made pursuant to and in accordance with the provisions of Sections 151.57-151.63 of the Regulations. Final determination as to the allowability of the costs of the project will be made at the time of the final grant payment to Section 151.63 of the Regulations: *Provided,* that, in the event a semi-final grant payment is made pursuant to Section 151.63 of the Regulations, final determination as to the allowability of those costs to which such semi-final payment relates, will be made at the time of such semi-final payment.
5. The Sponsor shall operate and maintain the airport as provided in the Project Application incorporated herein and specifically covenants and agrees, in accordance with its Assurance 4 in Part III of said Project Application, that in its operation and the operation of all facilities thereof, neither it nor any person or organization occupying space or facilities thereon will discriminate against any person or class of persons by reason of race, color, creed or national origin in the use of any of the facilities provided for the public on the airport.
6. The FAA reserves the right to amend or withdraw this Offer at any time prior to its acceptance by the Sponsor.
7. This Offer shall expire and the United States shall not be obligated to pay any part of the costs of the Project unless this Offer has been accepted by the Sponsor on or before 31 October 1969 or such subsequent date as may be prescribed in writing by the FAA.
8. In addition the Sponsor shall:
   (a) Incorporate or cause to be incorporated in each contract for construction work under the project, or any modification thereof, the equal opportunity clause as set forth in Section 202 of Executive Order No. 11246 of September 24, 1965, or such modification thereof as may be approved by the Secretary of Labor.

   (b) Incorporate or cause to be incorporated in each bid or proposal form submitted by prospective contractors for construction work under the project the provisions prescribed by Section 151.54(d)-(1), Part 151, Federal Aviation Regulations.

   (c) Be bound by said equal opportunity clause in any Federally assisted construction work in which it participates.

   (d) Cooperate actively with the FAA and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations and relevant orders of the Secretary of Labor.

   (e) Furnish the FAA and the Secretary of Labor such information as they may require for the supervision of such compliance and will otherwise assist the FAA in the discharge of its primary responsibility for securing compliance.

   (f) Refrain from entering into any contract or contract modification subject to Executive Order No. 11246 with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and Federally assisted construction contracts pursuant to Part II, Subpart D of Executive Order No. 11246.

   (g) Carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the FAA and the Secretary of Labor pursuant to Part II, Subpart D of Executive Order No. 11246; and in the event that the sponsor fails or refuses to comply with its undertakings, the FAA may cancel, terminate or suspend in whole or in part any contractual arrangement it may have with the Sponsor, may refrain from extending any further assistance under any of its programs subject to Executive Order 11246 until satisfactory assurance of future compliance has been received from such applicant, or may refer the case to the Department of Justice for appropriate legal proceedings.

9. It is understood and agreed that each contract awarded for construction work under this project is subject to the provisions of the Work-Hours Act of 1962, Public Law 87-581. It is further understood and agreed that each contract will contain stipulations requiring the contractor or subcontractor to pay wages to all laborers and mechanics employed on work in conformance with the provisions of the Act and that the Sponsor may withhold or cause to be withheld from the contractor or subcontractor so much of the accrued payments as may be considered necessary to pay laborers and mechanics employed by any such contractor or subcontractor on the work the full amount of wages required by the contract and such sums as may administratively be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for liquidated damages as provided by the Act. It is also understood and agreed that, in the event of failure of any contractor or subcontractor to pay any laborer or mechanic employed or working on the site of the work all or part of the wages required by the contract, the FAA may, after written notice to the Sponsor, withhold from the Sponsor so much of the accrued payments or advances representing unpaid wages and liquidated damages.

10. The Sponsor hereby covenants and agrees that its financial records of the project, established, maintained and made available to personnel of the FAA in conformity to Section 151.55 of the Regulations of the Federal Aviation Agency (14 CFR 151) will also be available to representatives of the Comptroller General of the United States.

11. By its acceptance of this Grant Offer the Sponsor agrees that insofar as is within its powers and to the extent reasonable, the Sponsor will take action to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and take-off of aircraft, in furtherance of its undertaking as set forth in Paragraph 13 of Part III—Sponsor's Assurances of the aforesaid Project Application.

12. By its acceptance hereof, the Sponsor hereby covenants that to the extent it has or may have either present or future control over each area identified on the Exhibit "A" as "clear zone", and unless exceptions to or deviations from the following obligations have been granted to the Sponsor in writing by the FAA, it will clear said area or areas of any existing structure or any natural growth which constitutes an obstruction to air navigation with the standards established by Section 77.23 as applied to Section 77.27, Part 77 of the Federal Aviation Regulations; and the Sponsor further covenants that it will control the subsequent erection of structures and control natural growth to the extent necessary to prevent the creation of obstructions within said standards.

13. The Sponsor hereby further covenants that it will not permit any permanent-type structures, other than structures required for aids to air navigation and such other structures as may be specifically excepted in writing by the FAA, to be erected on, and that it will cause any existing structures to be removed from, each area identified on the Exhibit "A" as "clear zone" or any portions thereof, concerning which the Sponsor has acquired a fee interest with Federal financial assistance, irrespective of whether such structures constitute an obstruction to air navigation.

14. It is hereby understood and agreed by and between the parties hereto that Paragraph 7 of Part III—Sponsor's Assurances of the aforesaid Project Application shall be considered to be amended by deletion of the words "Section A of FAA Technical Standard Order No. N18 or Advisory Circular (AC) No. 150/5300.1, whichever is applicable to the currently approved Airport Layout Plan", and by substitution therefor of the following: "Section 77.23 as applied to Section 77.27, Part 77 of the Federal Aviation Regulations."

15. It is understood and agreed that the terms "Administrator of the Federal Aviation Agency", "Administrator" or "Federal Aviation Agency" wherever they appear in this Agreement, in the Project Application, plans and specifications or other documents constituting a part of this Agreement shall be deemed to mean the Federal Aviation Administrator or the Federal Aviation Administration as the case may be.

16. The Sponsor—
    (a) Will not grant or permit any exclusive right forbidden by section 308(a) of the Federal Aviation Act of 1958 (49 U.S.C. 1349 (a)) at the airport, or at any other airport now or hereafter owned or controlled by it;
    (b) Agrees that, in furtherance of the policy of the FAA under this covenant, unless authorized by the Administrator, it will not, either directly or indirectly, grant or permit any person, firm or corporation the exclusive right at the airport, or at any other airport now or hereafter owned or controlled by it, to conduct any aeronautical activities, including, but not limited to, charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sales of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity;
    (c) Agrees that it will terminate any existing exclusive right to engage in the sale of gasoline or oil, or both, granted before July 17, 1962, at such an airport, at the earliest renewal, cancellation, or expiration date applicable to the agreement that established the exclusive right; and

(d) Agrees that it will terminate any other exclusive right to conduct any aeronautical activity now existing at such an airport before the grant of any assistance under the Federal Airport Act.

17. The Sponsor further covenants that it will not cause or permit any structure or object of natural growth to extend above the plane of the light path within the land area (presently, or hereafter owned or controlled by the Sponsor) comprising the site of any Approach Lighting System serving the aforesaid airport (an ALS site being an area extending 3200 feet outward from the approach end of the runway served and 400 feet in width located symmetrically about the projected runway centerline).

18. The Sponsor hereby covenants and agrees that the United States shall not make, nor shall it be obligated to make, any grant payment under this project until an Agency and Participation Agreement has been entered into by and between the City of Chicago, as principal, and the State of Illinois, Department of Aeronautics, as agent, and the same has been determined by the FAA to be consonant with the applicable statutes of the State of Illinois.

19. It is understood and agreed by and between the parties hereto that this Grant Offer is made and accepted upon the basis of preliminary plans and specifications submitted with the Project Application dated 29 August 1969 for the overlayment of the southeasterly 7400 feet of Runway 14L/32R including the modification of the in-runway lighting system; and the parties hereby covenant and agree that the Sponsor shall furnish final plans and specifications to the FAA on or before 12 September 1969; and the parties do hereby further covenant and agree that any reference made in this Grant Offer or in the aforesaid Project Application to plans and specifications shall be considered as having reference to said final plans and specifications as approved. It is further understood and agreed by the parties hereto that any reference herein or in the aforesaid Project Application to the plans and specifications for the installation of standby power to serve Runway 14R/32L shall mean the plans and specifications approved on 2 September 1969, subject to the engineering comments, by the Special Engineer, City of Chicago, Illinois, Chicago Area, Central Region, Federal Aviation Administration.

20. The Federal Government does not plan or contemplate providing during the current year for the construction of any additional structures pursuant to the provisions of Paragraph 9 of Part III—Sponsor's Assurances of the aforesaid Project Application and, therefore, it is understood and agreed that the Sponsor is under no obligation under the terms of this Grant Agreement to furnish any such area or rights without cost to the Federal Government. However, nothing contained herein shall be construed as altering or changing the rights of the United States and/or the obligations of the Sponsor under previous Grant Agreements respecting being furnished and furnishing of rent-free building space for the activities specified in such agreements.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and said Offer and Acceptance shall comprise a Grant Agreement, as provided by the Federal Airport Act, constituting the obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and the operation and maintenance of the Airport. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer and shall remain in full force and effect throughout the useful life of the facilities developed under the Project but in any event not to exceed twenty years from the date of said acceptance.

United States of America
Federal Aviation Administration
Manager, (Title) Chicago Area

### PART II—ACCEPTANCE

The.........................................does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept said Offer and by such acceptance agrees to all of the terms and conditions thereof.

Executed this...........................day of........, 19........

..........................................
(Name of Sponsor)

(Seal)
Attest: ........................... By ..................................
Title: .............................. Title ................................

### CERTIFICATE OF CO-SPONSOR'S ATTORNEY

I, ..............................................., acting as Attorney for ..............................................., (herein referred to as the "Sponsor") do hereby certify:

That I have examined the foregoing Grant Agreement and the proceedings taken by said Sponsor relating thereto, and find that the Acceptance thereof by said Sponsor has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the State of ............................, and further that, in my opinion, said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at ...................................... this .................. day of .................................., 19.......

..........................................
Title ..........................................

The State of Illinois, Department of Aeronautics does hereby accept said Offer and by such acceptance to all of the terms and conditions thereof.

Executed this ......................... day of ..................., 1969.

State of Illinois
Department of Aeronautics

(Seal)
Attest ............................. By ..................................
Title ................................ Title ................................

### CERTIFICATE OF CO-SPONSOR'S ATTORNEY

I, ..............................................., acting as Attorney for the State of Illinois, Department of Aeronautics, do hereby certify:

That I have examined the foregoing Grant Agreement and proceedings taken by the State of Illinois, Department of Aeronautics relating thereto and find that the acceptance thereof by the State of Illinois, Department of Aeronautics has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the State of Illinois and further that, in my

The Following Is a Summary of the Estimated Costs of the Project:

| ITEM | TOTAL ESTIMATED COST | ESTIMATED SPONSOR'S SHARE OF COST | | ESTIMATED FEDERAL SHARE OF COST | |
|---|---|---|---|---|---|
| | | AMOUNT | PERCENT | AMOUNT | PERCENT |
| 1. Land Costs | -0- | -0- | -0- | -0- | -0- |
| 2. Construction Costs | 793,100 | | | | |
| 3. Engineering and Supervision Costs | 47,586 | | | | |
| 4. Administrative Costs | -0- | | | | |
| 5. Total of 2, 3, and 4 above | 840,686 | 392,432 | 46.68 | 448,254 | 53.32 |
| 6. Contingencies | 63,448 | 29,617 | 46.68 | 33,831 | 53.32 |
| 7. Total All Estimated Project Costs (Items 1, 5, and 6) | 904,134 | 422,049 | | 482,085 | |

opinion, said Grant Agreement constitutes a legal and binding obligation of the State of Illinois, Department of Aeronautics in accordance with the terms thereof.

Dated at .................................. this .......................... day of ...................., 1969.

..........................................

Title ..........................................

United States of America
Federal Aviation Agency
Project Application
*(For Federal Aid for Development of Public Airports)*

## Part I—Project Information

The City of Chicago (herein called the "Sponsor") hereby makes application to the Federal Aviation Agency (hereinafter called the "F.A.A."), for a grant of Federal funds pursuant to the Federal Airport Act and the Regulations issued thereunder, for the purpose of aiding in financing a project (herein called the "Project") for development of the Chicago-O'Hare International Airport (herein called the "Airport") located in Chicago, Counties of Cook and DuPage, State of Illinois.

It is proposed that the Project consist of the following-described airport development:

Emergency Stand by Power

Overlay Runway 14L-32R: 7,345 ft. and adjustment of center-line and touch-down zone lights all as more particularly described on the property map attached (hereto as Exhibit "A") and in the plans and specifications submitted to the F. A. A. herewith which are made a part hereof.

[Survey of Estimated costs printed at top of this page]

## Part II—Representations

The Sponsor hereby represents and certifies as follows:

1. *Legal Authority.*—The Sponsor has the legal power and authority: (1) to do all things necessary in order to undertake and carry out the Project in conformity with the Act and the Regulations; (2) to accept, receive, and disburse grants of funds from the United States in aid of the Project, on the terms and conditions stated in the Act and the Regulations; and (3) to carry out all of the provisions of Parts III and IV of this Project Application.

2. *Funds.*—The Sponsor now has on deposit, or is in a position to secure, $422,049.00 for use in defraying the costs of the Project. The present status of these funds is as follows:

| | |
|---|---|
| State of Illinois<br>76th General Assembly<br>Senate Bill 909 | $ 65,560.00 |
| O'Hare Reserve<br>Maint. Account No. 540 | 356,489.00 |
| Total | $422,049.00 |

3. *Compatible Land Use.*—The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

Chicago-O'Hare International Airport—Zoning Regulations Adopted by the Department of Aeronautics State of Illinois—December 16, 1964.

4. *Approvals of Other Agencies.*—The Project has been approved by all non-Federal agencies whose approval is required, namely:

Department of Aeronautics
State of Illinois
Chicago Plan Commission
Department of City Planning
City of Chicago

5. *Defaults.*—The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the department, operation, or maintenance of any airport, except as stated herewith:

None

6. *Possible Disabilities.*—There are no facts or circumstances (including the existence of effective or proposed leases, use agreements, or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of Parts III and IV of the Project Application,

either by limiting its legal or financial ability or otherwise, except as follows:

None

7. *Land.*—(a) The Sponsor holds the following property interest in the following areas of land[1] which are to be developed or used as part of or in connection with the Airport, subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

Fee Simple

(except as noted on attached Exhibit "A")

Note—There are no land costs included in this project.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests. The status of the title is the same as submitted in the previous Federal Project.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

None

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land[1] which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A" :

None

PART III—SPONSOR'S ASSURANCES

In order to furnish the assurances required by the Act and Regulations the Sponsor hereby covenants and agrees with the United States, as follows:

1. These covenants shall become effective upon acceptance by the Sponsor of an offer of Federal aid for the Project or any portion thereof, made by the FAA and shall constitute a part of the Grant Agreement thus formed. These covenants shall remain in full force and effect throughout the useful life of the facilities developed under this Project, but in any event not to exceed twenty (20) years from the date of said acceptance of an offer of Federal aid for the Project.

2. The Sponsor will operate the Airport as such for the use and benefit of the public. In furtherance of this covenant (but without limiting its general applicability and effect), the Sponsor specifically agrees that it will keep the Airport open to all types, kinds, and classes of aeronautical use without discrimination between such types, kinds, and classes: *Provided,* That the Sponsor may establish such fair, equal, and not unjustly discriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the Airport; *And Provided Further,* That the Sponsor may prohibit or limit any given type, kind, or class of aeronautical use of the Airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

3. The Sponsor will not grant or permit any exclusive right for the use of the airport forbidden by Section 308 of the Federal Aviation Act of 1958, and will otherwise comply with all applicable laws. In furtherance of this covenant (but without limiting its general applicability and effect), the Sponsor specifically agrees that, unless authorized by the Administrator, it will not, either directly or indirectly, grant or permit any person, firm, or corporation the exclusive right for the conduct of any aeronautical activities on the Airport, including but not limited to, charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity: *Provided,* That the prohibition against the grant or permit of an exclusive right as set forth herein in no way alters the rights or obligations of the Sponsor under a surplus property instrument of transfer pursuant to which surplus property was conveyed to the Sponsor by the United States pursuant to the *Surplus Property Act of 1944, (61 Stat. 678), as amended.*

4. The Sponsor agrees that it will operate the Airport for the use and benefit of the public, on fair and reasonable terms, and without unjust discrimination. In furtherance of this covenant (but without limiting its general applicability and effect), the Sponsor specifically covenants and agrees:

a. That in its operation and the operation of all facilities on the airport, neither it nor any person or organization occupying space or facilities thereon will discriminate against any person or class of persons by reason of race, color, creed, or national origin in the use of any of the facilities provided for the public on the Airport.

b. That in any agreement, contract, lease, or other arrangement under which a right or privilege at the Airport is granted to any person, firm, or corporation to render to the public any service (including the furnishing or sale of any aeronautical parts, materials, or supplies) essentionl to the operation of aircraft at the Airport, the Sponsor will insert and enforce provisions requiring the contractor:

(1) to furnish said service on a fair, equal, and not unjustly discriminatory basis to all users thereof, and

(2) to charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; *Provided,* That the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. That it will not exercise or grant any right or privilege which would operate to prevent any person, firm, or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance and repair) that it may choose to perform.

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[1] State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

d. In the event the Sponsor itself exercises any of the rights and privileges referred to in subsection b, the services involved will be provided on the same conditions as would apply to the furnishing of such services by contractors or concessionaires of the Sponsor under the provisions of such subsection b.

5. Nothing contained herein shall be construed to prohibit the granting or exercise of an exclusive right for the furnishing of nonaviation products and supplies or any service of a nonaeronautical nature or to obligate the Sponsor to furnish any particular nonaeronautical service at the Airport.

6. The Sponsor will operate and maintain in a safe and serviceable condition the Airport and all facilities thereon and connected therewith which are necessary to serve the aeronautical users of the Airport other than facilities owned or controlled by the United States, and will not permit any activity thereon which would interfere with its use for airport purposes: *Provided,* That nothing contained herein shall be construed to require that the Airport be operated for aeronautical uses during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance; *And Provided Further,* That nothing herein shall be construed as requiring the maintenance, repair, restoration or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the Sponsor.

7. Insofar as it is within its power and reasonably possible, the Sponsor will, either by the acquisition and retention of easements or other interests in or rights for the use of land or air space or by the adoption and enforcement of zoning regulations, prevent the construction, erection, alteration, or growth of any structure, tree, or other object in the approach areas of the runways of the Airport, which would constitute an obstruction to air navigation according to the criteria or standards prescribed in Section A of FAA Technical Standard Order No. N18, or Advisory Circular (AC) No. 150/5300-1, whichever is applicable according to the currently approved airport layout plan. In addition, the Sponsor will not erect or permit the erection of any permanent structure or facility which would interfere materially with the use, operation, or future development of the Airport, in any portion of a runway approach area in which the Sponsor has acquired, or may hereafter acquire, property interests permitting it to so control the use made of the surface of the land.

8. All facilities of the Airport developed with Federal aid and all those usable for the landing and taking off of aircraft, will be available to the United States at all times, without charge, for use by military and naval aircraft in common with other aircraft, except that if the use by military and naval aircraft is substantial, a reasonable share, proportional to such use, of the cost of operating and maintaining facilities so used, may be charged. Unless otherwise determined by the FAA, or otherwise agreed to by the Sponsor and the using agency, substantial use of an airport by military and naval aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the FAA, would unduly interfere with use of the landing area by other authorized aircraft, or during any calendar month that:

a. Five (5) or more military or naval aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement and each takeoff as a movement) of military or naval aircraft is 300 or more, or the gross accumulative weight of military or naval aircraft using the Airport (the total movements of military or naval aircraft multiplied by gross certified weights of such aircraft) is in excess of five million pounds.

9. Whenever so requested by the FAA, the Sponsor will furnish without cost to the Federal Government, for construction, operation and maintenance of facilities for air traffic control activities, or weather reporting activities and communication activities related to air traffic control, such areas of land or water, or estate therein, or rights in buildings of the Sponsor as the FAA may consider necessary or desirable for construction at Federal expense of space or facilities for such purposes. The approximate amounts of areas and the nature of the property interests and/or rights so required will be set forth in the Grant Agreement relating to the Project. Such areas or any portion thereof will be made available as provided herein within 4 months after receipt of written request from the FAA.

10. The Sponsor will furnish the FAA with such annual or special airport financial and operational reports as may be reasonably requested. Such reports may be submitted on forms furnished by the FAA, or may be submitted in such manner as the Sponsor elects so long as the essential data are furnished. The Airport and all airport records and documents affecting the Airport, including deeds, leases, operation and use agreements, regulations, and other instruments, will be made available for inspection by any duly authorized representative of the FAA upon reasonable request. The Sponsor will furnish to the FAA, upon request a true copy of any such document.

11. The Sponsor will not enter into any transaction which would operate to deprive it of any of the rights and powers necessary to perform any or all of the covenants made herein, unless by such transaction the obligation to perform all such covenants is assumed by another public agency found by the FAA to be eligible under the Act and Regulations to assume such obligations and having the power, authority, and financial resources to carry out all such obligations. If an arrangement is made for management or operation of the Airport by any agency or person other than the Sponsor or an employee of the Sponsor, the Sponsor will reserve sufficient rights and authority to insure that the Airport will be operated and maintained in accordance with the Act, the Regulations, and these covenants.

12. The Sponsor will keep up to date at all times an airport layout plan of the Airport showing (1) the boundaries of the Airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Sponsor for airport purposes, and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and (3) the location of all existing and proposed non-aviation areas and of all existing improvements thereon. Such airport layout plan, and each amendment, revision, or modification thereof, shall be subject to the approval of the FAA, which approval shall be evidenced by the signature of a duly authorized representative of the FAA on the face of the airport layout plan. The Sponsor will not make or permit the making of any changes or alterations in the Airport or any of its facilities

other than in conformity with the airport layout plan as so approved by the FAA, if such changes or alterations might adversely affect the safety, utility, or efficiency of the Airport.

13. Insofar as is within its power and to the extent reasonable, the Sponsor will take action to restrict the use of land adjacent to or in the immediate vicinity of the Airport to activities and purposes compatible with normal airport operations including landing and takeoff of aircraft.

14. If at any time it is determined by the FAA that there is any outstanding right or claim of right in or to the Airport property, other than those set forth in Part II, paragraphs 7(a), 7(b), and 7(c), the existence of which creates an undue risk of interference with the operation of the Airport or the performance of the covenants of this Part, the Sponsor will acquire, extinguish, or modify such right or claim of right in a manner acceptable to the FAA.

15. Unless the context otherwise requires, all terms used in these covenants which are defined in the Act and the Regulations shall have the meanings assigned to them therein.

### PART IV—PROJECT AGREEMENT

If the Project or any portion thereof is approved by the FAA, and an offer of Federal aid for such approved Project is accepted by the Sponsor, it is understood and agreed that all airport development included in such Project will be accomplished in accordance with the Act and the Regulations, the plans and specifications for such development, as approved by the FAA, and the Grant Agreement with respect to the Project.

In witness whereof, the Sponsor has caused this Project Application to be duly executed in its name, this 29th day of August, 1969.

[Signature forms and Exhibit "A" omitted]

### NON-DISCRIMINATION IN A FEDERALLY ASSISTED PROGRAM OF THE FEDERAL AVIATION ADMINISTRATION.

In order to furnish the assurances required by Title VI of the Civil Rights Act of 1964 and by Part 15 of the Federal Aviation Regulations as amended, the Sponsor named below (hereinafter called the "Sponsor") hereby covenants and agrees with the United States (hereinafter called the "Government") as follows:

> The Sponsor, in the operation and use of the airport listed below will not on the grounds of race, color, or national origin discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part 15 of the Federal Aviation Regulations.
>
> The Sponsor will also include, or require the inclusion, in every agreement or concession pursuant to which any person, other than the Sponsor, operates or has the right to operate any facility on the Airport providing services to the public, the foregoing covenant as an obligation assumed by that person, together with a provision granting the Sponsor the right to take such action as the Government may direct to enforce that covenant.
>
> Non-compliance with the above assurances shall constitute a material breach, and in the event of such non-compliance the Government may take appropriate action to enforce compliance, may terminate the Grant Agreement to which this covenant relates, or seek judicial enforcement.
>
> The covenant shall become effective upon execution of a Grant Agreement pursuant to the identified Project Application and shall constitute part of the Grant Agreement to which it relates and shall remain in full force and effect so long as the airport covered by such agreement continues to be used and operated as a public airport.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

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### *Referred*—TWO PROPOSED ORDINANCES FOR APPLICATION FOR CONTINUANCE OF MID-CHICAGO ECONOMIC DEVELOPMENT STUDY AND FOR ACCEPTANCE OF GRANT TO CONDUCT STUDY RELATED TO MID-CHICAGO ECONOMIC DEVELOPMENT PROGRAM REGARDING FEASIBILITY FOR MANUFACTURE OF SYNTHETIC CARPETING.

Honorable Richard J. Daley, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 5, 1969.

*To the Honorable, The City Council of the City of Chicago:*

GENTLEMEN—At the request of the Executive Director of the Committee for Economic and Cultural Development of Chicago, I transmit herewith two ordinances regarding separate grants from the U.S. Department of Commerce.

One ordinance authorizes the city to make application for the continuance of the Mid-Chicago Economic Development Study which had been previously authorized and extended by Council action. The second ordinance authorizes the acceptance of a grant in the amount of $10,500 to conduct a study related to the Mid-Chicago Economic Development Program regarding Feasibility for the Manufacture of Synthetic Carpeting.

Your favorable consideration of these two ordinances is requested.

Very truly yours,
(Signed) RICHARD J. DALEY,
*Mayor.*

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### *Referred*—PROPOSED ORDINANCE TO APPROVE AND PROVIDE FOR EXECUTION OF SECOND AMENDATORY CONTRACT AMENDING CONTRACT NO. ILL. E-1 (G) BY AND BETWEEN CITY AND U.S.A.

Honorable Richard J. Daley, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 5, 1969.

*To the Honorable, The Members of the City Council of the City of Chicago:*

GENTLEMEN—At the request of Mr. Lewis W. Hill, Chairman of the Department of Urban Renewal, I am transmitting herewith copies of an ordinance, "Approving and Providing for the Execution of Second Amendatory Contract Amending Contract No. Ill. E-1 (G) by and between the City of Chicago, a Municipal Corporation and the United States of America".

Thank you for your consideration of this matter.

Very truly yours,
(Signed) RICHARD J. DALEY,
*Mayor.*

---

*Referred*—PROPOSED ORDINANCE TO APPROVE AND PROVIDE FOR EXECUTION OF SECOND AMENDATORY CONTRACT AMENDING LOAN AND CAPITAL GRANT CONTRACT NO. ILL. R-47 (LG) BY AND BETWEEN CITY AND U.S.A.

Honorable Richard J. Daley, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Planning and Housing:*

OFFICE OF THE MAYOR
CITY OF CHICAGO
September 5, 1969.

*To the Honorable, The Members of the City Council of the City of Chicago:*

GENTLEMEN—At the request of Mr. Lewis W. Hill, Chairman of the Department of Urban Renewal, I am transmitting herewith copies of an ordinance, "Approving and Providing for the Execution of a Second Amendatory Contract Amending Loan and Capital Grant Contract No. Ill. R-47(LG) by and between the City of Chicago and the United States of America".

Also enclosed are certified copies of a Resolution adopted by the Department of Urban Renewal at a meeting on August 19, 1969, authorizing Mr. Hill to request City Council approval of the Second Amendatory Contract referred to above.

Thank you for your consideration of this matter.

Very truly yours,
(Signed) RICHARD J. DALEY,
*Mayor.*

---

*Referred*—PROPOSED ORDINANCES CONCERNING SPECIFIED URBAN RENEWAL AND REDEVELOPMENT PROJECTS.

Honorable Richard J. Daley, Mayor, at the request of Mr. Lewis W. Hill, Chairman of the Department of Urban Renewal, submitted communications dated September 5, 1969, transmitting proposed ordinances affecting specified Urban Renewal and Redevelopment Projects, which were *Referred to the Committee on Planning and Housing,* as follows:

To Approve Amendment No. 2 to Urban Renewal Plan for Urban Renewal Project Near West Side;
To Approve Sale of Certain Land in Urban Renewal Project Lincoln Park I;
To Approve Sale of Certain Land in Urban Renewal Project Central Englewood;
To Approve Revision No. 3 to Redevelopment Plan for Slum and Blighted Area Redevelopment Project 25th-South Park Way;
To Approve Sale of Certain Land in Redevelopment Project 60th-Cottage Grove;
To Approve Sale of Certain Land in Slum and Blighted Area Redevelopment Project Pershing-Cottage Grove;
To Approve Plan for Sale and Disposition of Land in Slum and Blighted Area Redevelopment Project 87th-Mackinaw.

*Referred*—PROPOSED ORDINANCE CONCERNING COMPREHENSIVE AMENDMENT TO ELECTRICAL CODE OF CITY OF CHICAGO.

Honorable Richard J. Daley, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Buildings and Zoning:*

OFFICE OF THE MAYOR
CITY OF CHICAGO
September 5, 1969.

*To the Honorable, The City Council of the City of Chicago:*

GENTLEMEN—I transmit herewith a comprehensive amendment to the Electrical Code of the City of Chicago.

This amendment is the result of extensive public hearings held by the Electrical Commission of the City of Chicago and is offered in an attempt to keep the Code abreast of improvements in the art of electrical installation, new materials, modern wiring methods and changing electrical designs.

Your favorable consideration of this ordinance is requested.

Very truly yours,
(Signed) RICHARD J. DALEY,
*Mayor.*

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## Tribute Paid to Late Congressman Daniel J. Ronan.

Honorable Richard J. Daley, Mayor, on behalf of himself and the other members of the City Council presented the following proposed resolution:

WHEREAS, Almighty God has called to his final reward Daniel J. Ronan, Member of Congress, at the age of 55 years; and

WHEREAS, Rep. Ronan had deep roots in this City, and particularly in the Far West Side; a graduate of St. Ignatius High School, he was a member of the Austin business community and for 13 years represented the 30th Ward in the City Council; and

WHEREAS, Rep. Ronan was as well a graduate of Loyola University and a veteran of World War II, having served for three and one-half years in the U.S. Army Air Corps; he was elected to two terms in the Illinois House of Representatives where he fought for legislation against drug abuse and for gun control; his continuing interest in crime control found expression in his service as director of the Chicago Crime Prevention Bureau and as an investigator for the State's Attorney of Cook County; and

WHEREAS, Rep. Ronan was respected not merely for his exemplary integrity but also for the creativity and resourcefulness with which he fulfilled his duties as legislator and for the dedication that marked his service as representative of the people; now, therefore,

*Be It Resolved,* That the Mayor and members of the City Council of the City of Chicago, in meeting assembled this 5th day of September, A.D. 1969, express publicly their sadness at the passing of their former colleague, Representative Daniel J. Ronan, and acknowledge the significant contribution that he made to the public welfare for more than a quarter-century, in war and in peace; and

*Be It Further Resolved,* That a suitable copy of this resolution be presented to the family of Representative Daniel J. Ronan.

Alderman McMahon moved to *Suspend the Rules Temporarily,* to permit immediate consideration of and action upon said proposed resolution. The motion *Prevailed.*

On motion of Alderman McMahon (seconded by Aldermen Marzullo, Metcalfe, Frost, Laurino, O'Rourke (for himself and Alderman Krska), Sain, Biggs, Casey, Aiello, Simon, Buchanan, and Keane) the foregoing proposed resolution was *Adopted,* unanimously, by a rising vote.

The Aldermen who seconded the resolution all spoke warmly and feelingly about the late Congressman. Each spoke of his dedication to his duties, his patience, kindness and consideration. They spoke of his great religious beliefs and of his wonderful devotion to his mother. It was stated that while his district was considered a melting pot Congressman Ronan had the ability to be a friend to all the various ethnic groups and had been admired and respected by everyone. All agreed that not only Chicago had suffered a severe loss but the country as well. Several of the Aldermen commented about the admirable quality of humility that was part of his nature despite his prominence as a member of Congress. Each of the Aldermen extended their profound sympathy to the Congressman's mother and to his sisters.

Honorable Richard J. Daley, Mayor, in addressing the Council spoke of the great qualities of leadership displayed by the Congressman and also of his loyalty. He stated that not only had he lost a personal friend but that all Chicagoans had too. He spoke of how well every position that he had filled had been well done as a member of the State Legislature, as Alderman and as a member of the Congress of the United States. He too extended his condolences to Mrs. Ronan and sisters.

## Tribute Paid to Late Barratt O'Hara.

Honorable Richard J. Daley, Mayor, on behalf of himself and the other members of the City Council presented the following proposed resolution:

> WHEREAS, Almighty God has taken from our midst Barratt O'Hara, former member of Congress; and
>
> WHEREAS, Barratt O'Hara's full and varied life may best be characterized by a remark attributed to Clarence Darrow: "I am envious of only one thing in the world—I wish I had Barratt O'Hara's courage"; and
>
> WHEREAS, Congressman O'Hara's courage was apparent from his youth when, at the age of 13, he accompanied a Smithsonian Institution party exploring Central American jungles; he was 15 years old when the Spanish American War broke out and, lying about his age, he enlisted in the 33rd Michigan Volunteer Infantry and served as a corporal at the siege of Santiago; he became chief scout for his brigade and was awarded the Cuban Order of Military Merit; and
>
> WHEREAS, At the War's conclusion, Barratt O'Hara returned to high school, then went on to the University of Missouri; in 1912 he received a law degree from the Chicago Kent College of Law and at the age of 30, was elected Lieutenant Governor of Illinois, becoming the youngest man ever to hold that office; and
>
> WHEREAS, Barratt O'Hara served in the First World War as judge advocate general of the 15th Division, continuing in private practice at the War's end; he defended more than 300 murder cases during his career, and of the fewer than 30 who were convicted, none received the death penalty; and
>
> WHEREAS, Barratt O'Hara entered national politics at the age of 66 with his election to the United States House of Representatives; there for 16 years he served his city and his nation with honor, with ability and, as always, with courage; now, therefore,
>
> *Be It Resolved,* That the Mayor and members of the City Council of the City of Chicago, in meeting assembled this 5th day of September, A. D. 1969, do declare their regret at the passing of Barratt O'Hara, a distinguished public servant whose vigor and compassion continued unabated to the end of his days; and
>
> *Be It Further Resolved,* That a suitable copy of this memorial resolution be presented to the family of Barratt O'Hara.

Alderman Campbell moved to *Suspend the Rules Temporarily,* to permit immediate consideration of and action upon said proposed resolution. The motion *Prevailed.*

On motion of Alderman Campbell (seconded by Aldermen Bohling, Cousins, Despres and Buchanan) the foregoing proposed resolution was *Adopted,* unanimously, by a rising vote.

The Aldermen who seconded the foregoing resolution spoke of the late Congressman's magnificent courage. A tribute was also paid him as having been a distinguished gentleman. His devotion to civil rights and his efforts to effectuate rehabilitation programs were noted. They all remarked that despite his years the former Congressman was up to date on all matters, having made a point of knowing everything that was transpiring, pertaining to his constituents. It was noted that he had been famous for never having missed a roll call while a member of Congress. Each extended his sympathy to members of the family.

## Tribute Paid to Late Edward A. Kelly.

Honorable Richard J. Daley, Mayor, on behalf of himself and the other members of the City Council presented the following proposed resolution:

> WHEREAS, Almighty God has called to his eternal reward Edward A. Kelly, former Member of Congress; and
>
> WHEREAS, Edward Kelly was a man of many careers; from 1913 until 1916 he played professional baseball for the Cleveland Indians; he operated a real estate and insurance business for much of his life; and from 1943 until 1946 he was a member of the Chicago Plan Commission; and
>
> WHEREAS, Edward Kelly was first elected to the United States House of Representatives in 1930 and served there for 16 years; he was an able and conscientious supporter of the New Deal of President Franklin Delano Roosevelt, and was known for his work on a House committee which investigated the petroleum industry; and
>
> WHEREAS, Congressman Kelly's public service took place during a grave era in our country's history, a time of economic upheaval and of war; his

diligent performance of his duties made him a partner in the nation's astonishing recovery; now, therefore,

*Be It Resolved,* That the Mayor and Members of the City Council of the City of Chicago, in meeting assembled this 5th day of September, A. D. 1969, declare their sorrow at the passing of Representative Edward A. Kelly; and

*Be It Further Resolved,* That a suitable copy of this memorial resolution be presented to the family of Edward A. Kelly.

Alderman Hines moved to *Suspend the Rules Temporarily,* to permit immediate consideration of and action upon said proposed resolution. The motion *Prevailed.*

On motion of Alderman Hines (seconded by Alderman Fitzpatrick) the foregoing proposed resolution was *Adopted,* unanimously, by a rising vote.

### Tribute Paid to Late Ludwig Mies Van Der Rohe.

Honorable Richard J. Daley, Mayor, on behalf of himself and the other members of the City Council presented the following proposed resolution:

WHEREAS, Almighty God has summoned to his eternal reward Ludwig Mies Van Der Rohe, architect; and

WHEREAS, Mies Van Der Rohe, was born in Germany in 1886, the son of a stone mason; so demanding was the father's craft, that in instructing his son, the boy was once made to tear down an entire wall when a single brick was found out of line; he received no formal training as an architect, but rather apprenticed himself to a draftsman and, later, to a leading architect before beginning his professional career in 1907;

WHEREAS, Mies Van Der Rohe's work became identified with the new order in architecture; certain elements, such as the steel skeleton, flat roof, and ribbon windows, became apparent in his style and the widespread acclaim for his architecture won him the commission to design the German Pavilion at the Barcelona World's Fair in 1929, thought by many to be one of the most beautiful buildings in the world; and

WHEREAS, Mies Van Der Rohe served as director of the Bauhaus, a noted school of design, from 1930 until 1933; in 1937 he left Germany, and came to the United States, adopting Chicago as his new home and joining the Armour Institute of Technology, now part of the Illinois Institute of Technology; he continued his work and so continued Chicago's tradition of outstanding architecture; and

WHEREAS, Mies Van Der Rohe believed that "architecture is nothing else than an expression of civilization;" and so, just as the cathedrals of Europe reflect a time of faith and religion, so do his buildings, such as the Chicago Federal Center, the School of Social Service Administration at the University of Chicago, or his Lake Shore Drive apartment buildings reflect an age of technology; they are structures that strive for order and rationality amidst the turbulence and anxiety of today; they are completely contemporary buildings that could belong to no other time; and

WHEREAS, Mies Van Der Rohe's world-wide stature won for him many honors, including the Presidential Medal of Freedom and the Gold Medals of the American Institute of Architects, the Royal Institute of British Architects and the Federation of German Architects, it is fitting as well for the City of Chicago, where he lived and created, to take special note of the void that his passing leaves in its cultural life; now, therefore,

*Be It Resolved,* That the Mayor and Members of the City Council, in meeting assembled this 5th day of September, A. D. 1969, do publicly declare, in behalf of the people of Chicago, their sincere regret at the passing of Ludwig Mies Van Der Rohe, and acknowledge this community's indebtedness to him for the legacy of beauty and self-revelation that he has bequeathed to us all; and

*Be It Further Resolved,* That this memorial resolution be spread upon the permanent records of the City Council of the City of Chicago, and that a suitable copy thereof, be presented to the family of Ludwig Mies Van Der Rohe.

Alderman Keane moved to *Suspend the Rules Temporarily,* to permit immediate consideration of and action upon said proposed resolution. The motion *Prevailed.*

On motion of Alderman Keane (seconded by Alderman Bilandic and Alderman Despres) the foregoing proposed resolution was *Adopted,* unanimously, by a rising vote.

### Greetings and Prayers for Speedy Recovery Extended Senator Dirksen.

Honorable Richard J. Daley, Mayor, on behalf of himself and the other members of the City Council presented the following proposed resolution:

WHEREAS, United States Senator Everett McKinley Dirksen has just undergone lung surgery and is under intensive care in the Walter Reed Army Hospital; and

WHEREAS, Senator Everett McKinley Dirksen serves with distinction, extraordinary ability and dedication to the welfare of all of the citizens of the State of Illinois and his Country; and

WHEREAS, All who have observed his colorful and dynamic political career feel affection and admiration for this veteran leader of the United States Congress; now, therefore,

*Be It Resolved,* That the Mayor and members of the City Council of the City of Chicago, in meeting assembled this 5th day of September, 1969, do send their greetings, love and affection to their great Senior Senator and add to them their most fervent prayers for his speedy recovery and return to full vigor in the continuation of the performance of his duties as a member of the United States Senate.

Alderman Sperling moved to *Suspend the Rules Temporarily,* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed.*

On motion of Alderman Sperling (seconded by Alderman Bohling) the foregoing proposed resolution was *Adopted,* unanimously.

## *CITY COUNCIL INFORMED AS TO MISCELLANEOUS DOCUMENTS FILED OR RECEIVED IN CITY CLERK'S OFFICE.*

John C. Marcin, City Clerk, informed the City Council that documents have been filed or received in his office, relating to the respective subjects designated, as follows:

*Proclamations.*

Proclamations of Honorable Richard J. Daley, Mayor, designating times for special observances as follows:

"Liberian Independence Day": Saturday, July 26, 1969;

"Back-To-School Month in Chicago": August 1 to August 31, 1969;

"Pure Water Day": Saturday, August 2, 1969;

"Schwaben Days in Chicago": August 16 and 17, 1969;

"Friendship Day in Chicago": Saturday, August 2, 1969;

"Lyric Opera Week in Chicago": Tuesday, September 2 through Monday, September 8, 1969;

"Chicago Post Office Employee Day": September 6, 1969;

"Channel 11 Membership Week": September 22 through 26, 1969;

"Women in Construction Week in Chicago": September 6 through September 12, 1969;

"Women's Army Corps Days in Chicago": August 15-17, 1969;

"Union Label Week": September 1 through September 7, 1969;

"Hematology Research Week in Chicago": September 25 through October 5, 1969;

"Leukemia Month in Chicago": Month of September, 1969;

"Ecuadorian Week in Chicago": August 3 through August 10, 1969;

"Uruguay Day in Chicago": August 25, 1969;

"Navy Frogmen Day in Chicago": Friday, August 22, 1969;

"Better Communication Week in Chicago": November 10 through November 16, 1969;

"Citizenship Day in Chicago": September 17, 1969;

"Constitution Week in Chicago": Week of September 17, 1969.

*Acceptances and Bonds under Ordinance.*

Also acceptance and bonds under ordinances as follows:

American Medical Association: acceptance and bond under an ordinance passed on June 23, 1969 (vault); filed on August 12, 1969;

Central Soya Company, Inc.: acceptance and bond under an ordinance passed on July 15, 1969 (railroad switch track); filed on August 12, 1969;

Chicago, Milwaukee, St. Paul and Pacific Railroad Company: acceptance and bond under an ordinance passed on June 23, 1969 (railroad switch track); filed on July 31, 1969;

Chicago, Rock Island and Pacific Railroad Company: acceptance and bond under an ordinance passed on June 23, 1969 (railroad switch tracks and encroachment of sidetrack); filed on July 24, 1969;

Chicago Tribune Building Corp.: acceptance and bond under an ordinance passed on June 23, 1969 (elevated upper-level sidewalk); filed on August 5, 1969;

Chicago Tribune Building Corp.: acceptance and bond under an ordinance passed on June 23, 1969 (iron water pipes); filed on August 6, 1969;

Chicago, West Pullman and Southern Railroad Company: acceptance and bond under an ordinance passed on June 23, 1969 (railroad switch track); filed on July 22, 1969;

Citation Box and Paper Company: acceptance and bond under an ordinance passed on April 25, 1969 (railroad switch track); filed on July 9, 1969;

I.T.T. Continental Baking Company: acceptance and bond under an ordinance passed on May 14, 1969 (railroad switch track); filed on August 4, 1969;

Lissner Corporation: acceptance and bond under an ordinance passed on June 23, 1969 (railroad switch track); filed on July 17, 1969;

Lissner Corporation: acceptance and bond under an ordinance passed on July 15, 1969 (railroad switch track); filed on August 6, 1969;

Plasto Manufacturing Company: acceptance and bond under an ordinance passed on May 14, 1969 (loading platform); filed on July 23, 1969;

Marshall Ravich: acceptance and bond under an ordinance passed on May 14, 1969 (loading platform); filed on August 6, 1969;

Southport-Armitage, Inc.: acceptance and bond under an ordinance passed on June 23, 1969 (covered passageway); filed on July 28, 1969.

*State Approval of Ordinances Concerning M.F.T. Projects.*

Also communications from G. T. March, District Engineer, dated August 1, 4, 8 and 18, 1969, announcing that the Division of Highways of the Department of Public Works and Buildings of the State of Illinois has approved ordinances passed by the City Council on the dates noted in parenthesis relating to the respective subjects specified (involving expenditures of motor fuel tax funds), as follows:

Funds authorized for snow and ice control maintenance of Arterial Streets, County and State Highways during Year 1969 (June 23, 1969);

Amending ordinance to include Non-Arterial Streets for maintenance, painting, etc. of existing bridges, viaducts and appurtenances (July 8, 1969);

Granting authority for construction of parkway and sidewalk in W. 103rd Street from S. Claremont Avenue to S. Pulaski Road as part of widening improvement (Section 103rd Street 0607 CS) (July 8, 1969);

Funds increased for rehabilitation and redecking of S. Damen Avenue Viaduct and Bridge approach (Section Damen Avenue 1718-CS) (July 8, 1969);

Funds increased for construction of new viaduct in N. Halsted Street from W. Kinzie Street to W. Wayman Court (Section Halsted Street 2121.2-CS) (July 8, 1969);

Funds increased for engineering, etc. for relocation of existing elevated columns of the Chicago Transit Authority in Arterial Streets (July 8, 1969);

Authority granted for maintenance and operation of traffic-control devices on Arterial Streets and State Highways during Year 1969 (July 8, 1969);

Authority granted for painting traffic signal and street lighting poles at various locations during Year 1969 (Project Street Lighting and Traffic Signal Pole Painting 1969) (July 8, 1969);

Authority granted for maintenance of street lighting on Arterial Streets and State Highways for Year 1969 (July 8, 1969);

Funds authorized for designs, plans, estimates, etc. for Section Channelization 1965-3 (Project No. 471) (July 8, 1969);

Funds authorized for designs, plans, estimates, etc. for Section Channelization 1965-3 (Project No. 497) (July 8, 1969);

Funds authorized for designs, plans, estimates, etc. for channelization and improvements at specified intersections (Project No. 547) (Section Channelization 1967) (July 8, 1969);

Funds authorized for designs, plans, estimates, etc. for Channelization 1965-3 (Project No. 550) (Section Channelization 1967-1) (July 8, 1969);

Funds authorized for designs, plans, estimates, etc. for Section Channelization 1965-3 (Project No. 554) (Section Channelization 1967-2) (July 8, 1969);

Funds increased for improvement of right of way on portions of W. 43rd Street and S. Racine Avenue (Project No. 558) (Section Racine Avenue 1616-CS and 43rd Street 0909-CS) (July 8, 1969);

Funds increased for improvement of portion of W. Birchwood, N. Hermitage and N. Rogers Avenues (Section Bituminous Resurfacing 1964) (July 8, 1969);

Funds increased for improvement of intersection of S. Ashland Avenue and W. 63rd Street (Project No. 564) (Section Ashland Avenue 1314 CS) (July 8, 1969);

Funds increased for engineering, etc. for Section Underpass Improvements 1968 (Project No. 580) (July 8, 1969);

Funds authorized for designs, plans, estimates, etc. for Channelization Improvements at specified intersections (Project No. 610) (Section Chanelization 1969) (July 8, 1969);

Funds authorized for designs, plans, estimates, etc. for improvement of portion of S. Lawndale Avenue (Project No. 620) (Section Lawndale 1111-CS) (July 8, 1969);

Authority granted for studies, plans, etc. for widening and restoration of Streets and Street Intersections (Project No. 630) (Section 1969 W and RS) (July 8, 1969);

Authority granted for construction of auxiliary outlet sewers in Lawrence Avenue System Contract No. 2 as Joint M.F.T. and Sewer Bond Fund Project (Section Lawrence Avenue (0306-CS) (July 8, 1969);

Authorizing designs, plans, estimates, etc. for rehabilitation and repair of Lake Shore Drive Bridge over Main Branch of Chicago River (Section Lake Shore Drive 2121.5-CS) (July 15, 1969);

Funds authorized for installation of semi-permanent markings on Arterial Streets maintained by City (Section Pavement Marking 1969) (July 15, 1969);

Funds authorized as payment for City's estimated share of Chicago Metropolitan Area Mass Transportation and Traffic Study (July 15, 1969);

Funds authorized as City's share of cost of Expressway Surveillance Project for specified period (July 15, 1969).

### *Duplicate Payrolls.*

Also duplicate payrolls for the periods ended on July 15, 31 and August 15, 1969, received from Otto H. Loser, City Comptroller, as follows:

Police Department Payrolls 1180, 1180H, 1186 and 1187;

Fire Department Payrolls 1230, 1230H and 1235;

Miscellaneous Payrolls.

### *Oath of Office.*

Also the oath of office of Cecil A. Partee as a Member of the Zoning Board of Appeals, filed on August 12, 1969.

### *Reports and Documents of Commonwealth Edison Co.*

Also communications (received on August 2 and September 2, 1969) signed by William A. Colwell, Secretary of the Commonwealth Edison Company, which read as follows:

> "Pursuant to the provision of the 1948 Franchise Ordinance granted to this Company, I am enclosing copies of reports of the Company, as listed below:
>
> Monthly report to Illinois Commerce Commission with respect to routine transactions with affiliates for the month of June, 1969.
>
> Statement, dated July 17, 1969 for bills issued in August, 1969, to Illinois Commerce Commission relating to Standard Contract Rider No. 20.
>
> Monthly statement to Federal Power Commission (F.P.C. Form No. 5), of electric operating revenues and income, for the month of June, 1969.
>
> Monthly power statement to Federal Power Commission (F.P.C. Form No. 12-E), for the month of May, 1969.
>
> Monthly power statement to Federal Power Commission (F.P.C. Form No. 12-E), for the month of June, 1969.
>
> Monthly power plant report to Federal Power Commission (F.P.C. Form No. 4), for the month of May, 1969.
>
> Quarterly report to Stockholders, dated August 1, 1969, filed with the Securities and Exchange Commission.
>
> Quarterly report to Securities and Exchange Commission (Form R-2), on working capital and long-term debt as of June 30, 1969.
>
> Quarterly report to Securities and Exchange Commission (Form R-3), on plant and equipment expenditures for the quarter ending June 30, 1969.
>
> Revised pages 17-1 thru 17-5 and 18-1 thru 18-5 for the annual Power System Statement F.P.C. Form No. 12) to Federal Power Commission for the year ended December 31, 1968.
>
> "Pursuant to the provision of the 1948 Franchise Ordinance granted to this Company, I am enclosing copies of reports of the Company, as listed below:
>
> Monthly report to Illinois Commerce Commission with respect to routine transactions with affiliates for the month of July, 1969.
>
> Statement, dated August 18, 1969, for bills issued in September, 1969, to Illinois Commerce Commission relating to Standard Contract Rider No. 20.
>
> Monthly statement to Federal Power Commission (F.P.C. Form No. 5), of electric operating revenues and income, for the month of July, 1969.
>
> Monthly power plant report to Federal Power Commission (F.P.C. Form No. 4), for the month of June, 1969".

### *CITY COUNCIL INFORMED AS TO PUBLICATION OF ORDINANCES.*

The City Clerk informed the City Council that all those ordinances which were passed by the City Council on July 29, 1969, and which were required by statute to be published in book or pamphlet form or in one or more newspapers, were published in pamphlet form on August 8, 1969 by being printed in full text in printed pamphlet copies of the Journal of the Proceedings of the City Council of the regular meeting held on July 29, 1969 [published by authority of the City Council in accordance with the provisions of Section 5-5 of the Municipal Code of Chicago, as passed on December 22, 1947], which printed pamphlet copies were delivered to the City Clerk on August 8, 1969.

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### *MISCELLANEOUS COMMUNICATIONS, REPORTS, ETC. REQUIRING COUNCIL ACTION (TRANSMITTED TO CITY COUNCIL BY CITY CLERK).*

The City Clerk transmitted communications, reports, etc., relating to the respective subjects listed below, which were acted upon by the City Council in each case in the manner noted, as follows:

#### *Monthly Reports of Dept. of Health (Medical Examination and Emergency Treatment).*

Two reports of the Board of Health (Medical Examination and Emergency Treatment) for the months of July and August, 1969.—*Placed on File.*

#### *Annual Departmental Reports.*

Also the following annual reports for the year ended December 31, 1968, which were *Placed on File:*

Department of Air Pollution Control, submitted by William J. Stanley, Director;

Chicago's Alcoholic Treatment Center, submitted by Phyllis K. Snyder, Executive Director;

Department of Consumer Sales, Weights and Measures, submitted by Jane Byrne, Commissioner;

Department of Public Works, submitted by Milton Pikarsky, Commissioner;

Department of Purchases, Contracts and Supplies, submitted by John F. Ward, CPPO, Purchasing Agent;

Office of the City Comptroller, submitted by Otto H. Loser, City Comptroller;

Department of Streets and Sanitation, submitted by James J. McDonough, Commissioner.

#### *Quarterly Fiscal Reports of City Comptroller.*

Also the following documents received from the City Comptroller on August 12, 1969, which were *Placed on File:*

City of Chicago Corporate Fund: Condensed Statement of Cash Receipts and Disbursements for the periods ended March 31 and June 30, 1969;

Statement of Funded Debt as at March 31 and June 30, 1969;

Statement of Floating Debt as at March 31 and June 30, 1969.

#### *Court Decisions.*

Also communication from the Law Department addressed to the City Council, signed by Edmund Hatfield, Assistant Corporation Counsel and Marvin E. Aspen, Head of Appeals and Review Division, transmitting the following decisions, which were *Placed on File:*

*Jacob Oscar Berg, Plaintiff-Appellant vs Casimir Cwiklinski and Charles J. O'Connor, Defendants-Appellees, United States Court of Appeals, No. 16905,* Appeal taken from the U. S. District Court dismissing a civil rights action for recovery of damages involving a traffic violation wherein the arresting officer was not present in Court and defendant Berg was held in contempt for his refusal to answer certain incriminating questions. The Prosecutor was held to possess quasi-judicial immunity for any civil rights action against him, therefor, judgment of Dismissal is affirmed.

*Sherman H. Skolnick et al. Plaintiffs-Appellants, vs. Mayor and City Council of Chicago and Board of Election Commissioners of Chicago, Defendants-Appellees. United States Court of Appeals for the Seventh Circuit, No. 17181.* Appeal taken from the U. S. District Court from the findings of the U. S. District Court delaying temporarily the reapportionment of the City of Chicago ward lines until October 1970. Judgment of the District Court was modified and affirmed.

*McElroy v Cahill, Illinois Appellate Court Nos. 52321, 52481 (Consolidated).* Appeal from judgment of the Circuit Court holding Civil Service examination for Ward Superintendent invalid because of alleged unfairness of questions. Judgment of the lower Court affirmed.

*People ex rel. Cronin v. Cahill, Illinois Appellate Court No. 52785.* The Appellate Court reversed the ruling of the Circuit Court awarding a Writ of Mandamus to appoint Plaintiff Cronin as a Captain of the Chicago Police Department because the plaintiff was guilty of laches.

#### *Recommendations by Commissioner of Development and Planning and Zoning Administrator Pertaining to Specified Amendments to Chicago Zoning Ordinance.*

Also a communication signed by Lewis W. Hill, Commissioner of the Department of Development and Planning under date of September 5, 1969, showing recommendations of the Commissioner and the Zoning Administrator concerning zoning amendments for which public hearings were held on August 5 and 22, 1969 in accordance with provisions of Section 11.9-4 of the Chicago Zoning Ordinance as passed by the City Council on January 31, 1969.—*Placed on File.*

#### *Zoning Reclassifications of Particular Areas.*

Also applications (in triplicate) of the persons named below, together with proposed ordinances, for amendment of the Chicago Zoning Ordinance as amended, for the purpose of reclassifying particular areas, which were *Referred to the Committee on Buildings and Zoning,* as follows:

Field Enterprises, Inc.—to classify as an M1-3 Restricted Manufacturing District instead of an R5 General Residence District the area shown on Map No. 2-G bounded by

> W. Quincy Street; S. Throop Street; W. Cottage Place; and a line 298.66 feet west of S. Throop Street;

Elm Die Cutting Corp.—to classify as a C1-2 Restricted Commercial District instead of a B4-2

Restricted Service District the area shown on Map No. 7-G bounded by

a line 93.6 feet north of W. George Street; N. Sheffield Avenue; W. George Street; and the alley next west of and parallel to N. Sheffield Avenue;

Foodmaker, Inc.—to classify as a B5-2 General Service District instead of a B3-3 General Retail District the area shown on Map No. 18-G bounded by

the alley next north of and parallel to W. 79th Street; S. Halsted Street; W. 79th Street; and a line 117 feet west of S. Halsted Street;

Norton Kanter and Irving Kanter—to classify as an M1-2 Restricted Manufacturing District instead of an R4 General Residence District the area shown on Map No. 8-G bounded by

W. 37th Street; S. Halsted Street; a line 130 feet south of W. 37th Street; and the alley next west of and parallel to S. Halsted Street;

Gerald Koon—to classify as an M1-2 Restricted Manufacturing District instead of an R3 General Residence District the area shown on Map No. 8-H bounded by

the northwest line of the right of way of the Alton Railroad; S. Damen Avenue; and W. 34th Street;

George Lagen—to classify as a B4-1 Restricted Service District instead of an R1 Single Family Residence District the area shown on Map No. 28-H bounded by

a line 200 feet north of W. 119th Street; a line 200 feet east of S. Western Avenue; a line 100 feet north of W. 119th Street; and S. Western Avenue;

LaSalle National Bank, Trustee under Trust No. 38711—to classify as a B5-4 General Service District instead of a B2-4 Restricted Retail District the area shown on Map No. 13-G bounded by

W. Foster Avenue; N. Sheridan Road; a line 100.04 feet south of W. Foster Avenue; and the alley next west of and parallel to N. Sheridan Road;

Harold Marovitz—to classify as a B4-1 Restricted Service District instead of an R3 General Residence District the area shown on Map No. 22-E bounded by

the alley next north of and parallel to E. 95th Street; the alley next east of and parallel to S. St. Lawrence Avenue, or the line thereof if extended where no alley exists; E. 95th Street; and S. St. Lawrence Avenue;

Oak Park National Bank, Trustee under Trust No. 8825 and South Chicago Savings Bank, Trustee under Trust No. 11-609—to classify as a C2-2 General Commercial District instead of an R3 General Residence District and a B4-2 Restricted Service District the area shown on Map No. 18-D bounded by

E. 75th Street; S. Harper Avenue; E. 75th Place; and a line 38 feet west of S. Harper Avenue;

O'Bryan Bros., Inc.—to classify as a B1-1 Local Retail District instead of an R3 General Residence District the area shown on Map No. 9-K bounded by

W. Melrose Street; a line 84 feet 11⅛ inches east of N. Keeler Avenue; the alley next south of and parallel to W. Melrose Street; and N. Keeler Avenue;

Union 76 Division, Union Oil Co. of California—to classify as a B4-2 Restricted Service District instead of an R1 Single Family Residence District the area shown on Map No. 17-H bounded by

the alley next north of and parallel to W. Pratt Avenue; a line 122 feet east of N. Western Avenue; W. Pratt Avenue; and a line 108 feet east of N. Western Avenue;

Sidney Zipperman—to classify as a B5-2 General Service District instead of an R3 General Residence District the area shown on Map No. 9-H bounded by

a line 70 feet north of the north line of the right of way of the C. T. A.; the alley next east of and parallel to N. Paulina Street; the north line of the right of way of the C. T. A.; and N. Paulina Street.

### *Claims against City of Chicago.*

Also claims against the City of Chicago, which were *Referred to the Committee on Finance,* filed by the following:

Ade Realty Co., Advance Auto Leasing, Arthur Alberts Allstate Insurance (6), Roy Bruce, Margaret and R. Buch, John Gunther, Isaac Mathews, Enrique Rivera, and R. Schielka, Amalgamated Trust and Savings Bank, A and M Builders, American Family Insurance Group and Jack S. Bauter, The American Hospital of Chicago, American Oil Co., Mrs. Victor Arnold, Jr.;

Frances Bader, Michael Baer, Rev. S. L. Barrett, Ellen Beams, Mrs. Max Behrens, Estate of Thomas H. Bennett, Berk-Hill Sewer Co., Marie Berkley, Robert M. Bernstein, Judith Bielawski, Jack E. Brengettsy, Frances Brooks, Julia Brady;

Richard Cain, Eli Howard Campbell, Mrs. Eric Carpenter, Cavalier Insurance Corp. and Vincent DiMaggio, Ronald and Norbert Cerny, Estate of Marion Clay, Cleveland Wrecking Co., Ruth Cole, Consolidated Restaurant Services, James Curry;

Harry Davis, George Dehnert, Di Tardi and Son Insurance and Phillip Scaletta, William Doherty, Rev. Herbert H. Duenow;

Tina Emmerich, Douglas J. Erves, Mary Evans, Extra Value Food Marts, Inc.;

Vera Filevski, Mario Fiorita, Fireman's Fund (3), Exchange National Bank, Earl Ludgin and Co., and Robert McMillan, Ida Fisher, Mabel Friedman;

Gateway National Bank of Chicago, Peggy A. Geiss, General Accident Group and Charles Sachs, Amos Gibson, Fred R. Girard, Globe Security and O. G. Dahlquist, Robert Goste, Roosevelt Green, Victor J. Grieco, Rolf H. Grondahl;

Jesse L. Harris, Robert J. Hart, Anthony Hayden, James L. Hazen, Isabel Herrera, The Home Insurance Co. and Hans Alten, Sandra Hoover, Thomas G. Hogan, Margaret Hugar, William B. Hunter; Ilga Ivsin;

Ethel K. Jacobson, Howard Jacobson, Robert J. James, Jessie L. Johnson, Leslie O. Johnson, William J. Johnson, Mary E. Jones;

Mrs. C. F. Kaczmarek, Kandlbinder-Mohr Insurance and Basil Ghiatras, Mrs. Edward Kasper, Florence Kaye, John J. Kelly, Charles Kennedy, Joseph M. Kinney, Lorraine Kobus, John Kristofer, Mrs. Adolph A. Kudzia;

Doris Lanier, La Salle National Bank, William Lemcke, Richard L. Livergood, Bessie M. Luckey, Ray Lueck;

Rosemary Mascheri, Cordell McIntosh, Lillian Meade, Rose Messar, Gloria Miller, Daniel J. Moody, Raymond Mostek, Motors Insurance (2) Ethel Bean and Jane E. Calnan, Mrs. John Moul, Robert

H. Moy, Casimer F. Mrugacz, McKinley Murray, Frank Mutter;

Clifton Nellum, Juan Nino, Norfolk and Western Railway Co., Mrs. Wendell Norling, for minor daughter Wendy, Mrs. M. Nystrom;

Mrs. P. O'Donnell, Old Republic Insurance Co. and Mr. and Mrs. Gust Panos;

Zeferino Padilla, James A. Payonk, Bruce C. Penn, Marie Perra, The Phoenix of Hartford and Joseph and Dorothy Burke, Stanley T. Pichla, Mrs. Posch, Walter L. Prather, The Protectoseal Co., Prudence Mutual Casualty Co. (2) and Girlie Brown;

Mr. and Mrs. Arthur Roberts, Henry O. Robinson, Royal Globe Insurance Co. (2) James F. Moes and Alan and Alice Ronick, Kenneth Rothschild, J. W. Rubin, Fred Ryser;

Neophytos L. Savide, Edward Scanlan, Peter H. Schwarzkopf, Robert P. Searles, M.D., Henry R. Snyder, Soul Reviving M. B. Church, Alfons J. Spanitz, Scott L. Spear, Almeta M. Spencer, State Farm Insurance (4) Bertha Hood, Marlene and Edward Jaffee, Richard Johnson and Walter G. Tokarz, Bonnie Stewart;

Ruby Taylor;

U. S. Fidelity and Guaranty Co. (2) Wilbert P. Chew and Margaret Ann Habig;

Eugene Venezia;

Sylvester Wallace, L. B. White, Floyd E. Williams, Roy Wilson, Henry Winningham;

Kamran H. Zadeh, Bruno J. Zawislak, Thomas C. Zemon, Cecilia Ziliken.

### *Preliminary Budget Estimates for Year 1970.*

Also the following communication from Arthur G. Lindell, Budget Director (received in the City Clerk's office on July 31, 1969) which was, together with the Preliminary Budget Estimates for the Year 1970 transmitted therewith, *Referred to the Committee on Finance:*

August 1, 1969.

*To the President and Members of the City Council:*

GENTLEMEN—In accordance with the requirements of Sections 3-10-11 and 3-11-24 of the Illinois Municipal Code of 1961, the Budget Director submits herewith a report consisting of balance sheets with estimates of assets and liabilities as of January 1, 1970, estimates of taxes to be levied and other revenue to be received during 1970; and such other information as may enable the Corporate Authorities to understand the demands upon the Municipality. All estimates here given will be reviewed prior to November 14 when the Executive Budget is submitted by the Mayor to your honorable body.

Very truly yours,
(Signed) A. G. LINDELL,
*Budget Director.*

### *Settlements of Suits with Entries of Judgments against City.*

Also reports from the Corporation Counsel addressed to the City Council under dates of July 31 and September 2, 1969 (signed by Brian M. Kilgallon, Assistant Corporation Counsel) as to suits against the City of Chicago in which settlements were made and judgments entered.—*Referred to the Committee on Finance.*

### *Proposed Amendment to Ordinance Authorizing Commissioner of Public Works to Sell to Public Copies of City Maps on File in Bureau of Maps and Plats.*

Also a communication from Milton Pikarsky, Commissioner of Public Works, addressed to the City Clerk under date of September 4, 1969, transmitting a proposed amendment to an ordinance passed on January 12, 1938, as amended, to sell to the public copies of city maps on file in the Bureau of Maps and Plats, which was *Referred to the Committee on Finance.*

### *Request for Permission to Conduct Tag Days by Student Health Organization of Chicago.*

Also a communication from Richard R. Lichte of the Student Health Organization of Chicago, addressed to the City Clerk under date of August 24, 1969, requesting permission to conduct tag days on September 12 and 13, 1969 to raise funds for the Peoples' Medical Care Center, Inc., which was *Referred to the Committee on Finance.*

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### *Referred*—BID FOR PURCHASE OF CITY-OWNED PROPERTY AT NOS. 301-309 W. ADAMS ST.

The City Clerk transmitted a communication from Otto H. Loser, City Comptroller under date of September 3, 1969, reading as follows:

> "Transmitted herewith, one (1) sealed bid received in this office in response to advertisement for sale of City-owned property at Nos. 301-309 W. Adams Street, authorized by ordinance passed April 17, 1969, page 5351 Council Journal."

On motion of Alderman Keane the bid submitted with the foregoing communication was ordered opened and read, and was then *Referred to the Committee on Finance.* The following is a summary of said bid:

Bidder: Sears, Roebuck and Co., No. 925 S. Homan Avenue; amount bid $475,000.00; deposit $47,500.00 (certified check).

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### *Referred*—PROPOSED ORDINANCES RECOMMENDED BY BOARD OF LOCAL IMPROVEMENTS FOR *Repeal* OF CERTAIN IMPROVEMENT ORDINANCES.

The City Clerk transmitted three communications from Virgil A. Berg, Secretary of the Board of Local Improvements, addressed to him under dates of August 19, 20 and 29, 1969, transmitting three proposed ordinances recommended by the Board for *repeal* of the improvement ordinances passed on the dates noted below, which were *Referred to the Committee on Local Industries, Streets and Alleys,* as follows:

Laying drains of the best quality of vitrified tile pipe of six inches internal diameter and five-eighths of an inch in thickness, in a system of streets as follows: S. Moody Avenue from the south line of W. 51st Street to a line parallel with and one hundred seventy feet south of the south line of W. 54th Street; etc. (S. Melvina Avenue System) (repeals ordinance passed on April 9, 1969);

Laying lead water service pipes, including brass taps and stopcocks, and iron shut-off boxes, in a system of streets as follows: S. Moody Avenue from the south line of W. 51st Street to a line parallel with and one hundred seventy feet south of the south line of W. 54th Street; etc. (S. Melvina Avenue System) (repeals ordinance passed on April 9, 1969);

Constructing ten inch tile pipe sewer with four new concrete manholes and two new concrete catchbasins complete and for grading, and paving with eight inches of Portland Cement Concrete and otherwise improving the roadway of the alley between W. 64th Street, W. 64th Place, S. Central Park Avenue and S. Lawndale Avenue (repeals ordinance passed on January 17, 1969.

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### *Referred*—PROPOSED ORDINANCES RECOMMENDED BY BOARD OF LOCAL IMPROVEMENTS FOR ALLEY IMPROVEMENTS.

The City Clerk transmitted the following communications addressed to him under dates of August 14, 15, 21, 28 and September 2, 1969 (signed by Virgil A. Berg, Secretary of the Board of Local Improvements), which were, together with the proposed ordinances transmitted therewith, *Referred to the Committee on Local Industries, Streets and Alleys:*

"Submitted herewith are three (3) improvement ordinances for presentation to the City Council at its next regular meeting, September 5, 1969:

"As provided in the Local Improvement Act, the Board has held public hearings on said improvements with reference to the extent, nature, kind, character and estimated cost thereof and recommends passage of said ordinances:

Ward 8—Grading and paving alley between E. 77th Street, E. 78th Street, S. Maryland Avenue and S. Cottage Grove Avenue;

Ward 16—Grading and paving alley between W. 58th Street, the P. C. C. & St. Louis Railroad Company's Right-of-Way, S. Aberdeen Street and S. May Street, etc.;

Ward 38—Grading and paving alley between W. Wellington Avenue, W. George Street, N. Neva Avenue and N. Harlem Avenue".

"Submitted herewith are five (5) improvement ordinances for presentation to the City Council at its next regular meeting, September 5, 1969:

"As provided in the Local Improvement Act, the Board has held public hearings on said improvements with reference to the extent, nature, kind, character and estimated cost thereof and recommends passage of said ordinances:

Ward 8—Grading and paving alley between E. 82nd Street, E. 83rd Street, S. Kenwood Avenue and S. Kimbark Avenue, etc.;

Ward 15—Grading and paving alley between W. 62nd Street, W. 62nd Place, S. St. Louis Avenue and S. Central Park Avenue, etc.;

Ward 15—Grading and paving alleys between W. 62nd Street, W. 63rd Street, S. Maplewood Avenue and S. Rockwell Street;

Ward 18—Grading and paving alley between W. 85th Street, W. 86th Street, S. Kolmar Avenue and S. Kenton Avenue;

Ward 23—Grading and paving alleys between W. Archer Avenue, W. 56th Street, S. Neva Avenue and S. Harlem Avenue, etc.".

"Submitted herewith are two (2) improvement ordinances for presentation to the City Council at its next regular meeting, September 5, 1969:

"As provided in the Local Improvement Act, the Board has held public hearings on said improvements with reference to the extent, nature, kind, character and estimated cost thereof and recommends passage of said ordinances.

Ward 18—Grading and paving alley between W. 83rd Place, W. 84th Street, S. Hamlin Avenue and S. Springfield Avenue;

Ward 23—Grading and paving alley between W. 44th Street, W. 45th Street, S. Kilpatrick Avenue and S. Keating Avenue".

"Submitted herewith are eight (8) improvement ordinances for presentation to the City Council at its next regular meeting, September 5, 1969:

"As provided in the Local Improvement Act, the Board has held public hearings on said improvements with reference to the extent, nature, kind, character and estimated cost thereof and recommends passage of said ordinances:

Ward 19—Grading and paving alley between W. 100th Street, W. 101st Street, S. Talman Avenue and S. Washtenaw Avenue;

Ward 21—Grading and paving alleys between E. 83rd Street, E. 84th Street, S. Dr. Martin Luther King, Jr. Drive and S. Calumet Avenue;

Ward 23—Grading and paving alleys between W. Archer Avenue, W. 56th Street, S. Sayre Avenue and S. Nordica Avenue;

Ward 23—Grading and paving alley between W. 51st Street, W. 52nd Street, S. Newcastle Avenue and S. New England Avenue;

Ward 23—Grading and paving alley between W. 57th Street, W. 58th Street, S. Rutherford Avenue and S. Oak Park Avenue;

Ward 23—Grading and paving alleys between W. Archer Avenue, W. 56th Street, S. Newland Avenue and S. Sayre Avenue;

Ward 23—Grading and paving alleys between W. 59th Street, Indiana Harbor Belt Railroad, S. Merrimac Avenue and S. Mobile Avenue;

Ward 23—Grading and paving alleys between W. Archer Avenue, W. 56th Street, S. Nordica Avenue and S. Nottingham Avenue".

"Submitted herewith is one (1) improvement ordinance for presentation to the City Council at its next regular meeting, September 5, 1969.

"As provided in the Local Improvement Act, the Board has held public hearing on said improvement with reference to the extent, nature, kind, character and estimated cost thereof and recommends passage of said ordinance.

Ward 12—Grading and paving alleys between S. Archer Avenue, W. 42nd Street, S. Mozart Avenue and S. Francisco Avenue".

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### *Referred*—RECOMMENDATION, ESTIMATE AND PROPOSED ORDINANCE FOR GRADING, PAVING AND IMPROVING PORTION OF N. ORANGE AV. (N. ORANGE AVENUE SYSTEM).

The City Clerk transmitted the following recommendation, estimate and proposed ordinance submitted by the Board of Local Improvements under date of August 28, 1969, which was *Referred to the Committee on Local Industries, Streets and Alleys:*

RECOMMENDATION, ESTIMATE AND ORDINANCE.
RECOMMENDATION BY BOARD OF LOCAL IMPROVEMENTS.

*To the Mayor and Aldermen of the City of Chicago, in City Council Assembled:*

We hereby submit an ordinance for grading, paving and improving a System of Streets as follows:

N. ORANGE AVENUE SYSTEM:

| | |
|---|---|
| N. ORANGE AVENUE | from a line parallel with and fourteen and three-tenths (14.3) feet north of the south line of W. Addison Street to a line parallel with and twenty-eight (28) feet south of the north line of W. Belmont Avenue; |
| N. OPAL AVENUE | from a line parallel with and twenty-six (26) feet north of the south line of W. Addison Street to a line parallel with and twenty-eight (28) feet south of the north line of W. Belmont Avenue; |
| W. CORNELIA AVENUE | from the west line of N. Ozanam Avenue to the east line of N. Osage Avenue; |
| W. ROSCOE STREET | from the west line of N. Ozanam Avenue to the east line of N. Osage Avenue; |
| W. SCHOOL STREET | from the west line of N. Ozanam Avenue to the east line of N. Osage Avenue; |

in the City of Chicago, County of Cook and State of Illinois; together with an estimate of the cost of said improvement and the lawful expenses attending the same, and recommend the passage of said ordinance, and the making of the improvement contemplated therein.

Respectfully submitted,

(Signed) JOHN E. MCNULTY
(Signed) DAVID S. CHESROW
(Signed) HARRY F. WITZ
(Signed) CORNEAL A. DAVIS
(Signed) RICHARD J. TROY
(Signed) VIRGIL A. BERG
Board of Local Improvements of the City of Chicago

Dated: Chicago, August 8, A.D. 1969.

ESTIMATE OF ENGINEER.

*To the Board of Local Improvements of the City of Chicago, and to the Mayor and Aldermen of the City of Chicago, in City Council Assembled:*

The Board of Local Improvements of the City of Chicago, having adopted a resolution that a System of Streets as follows:

N. ORANGE AVENUE SYSTEM:

| | |
|---|---|
| N. ORANGE AVENUE | from a line parallel with and fourteen and three-tenths (14.3) feet north of the south line of W. Addison Street to a line parallel with and twenty-eight (28) feet south of the north line of W. Belmont Avenue; |
| N. OPAL AVENUE | from a line parallel with and twenty-six (26) feet north of the south line of W. Addison Street to a line parallel with and twenty-eight (28) feet south of the north line of W. Belmont Avenue; |
| W. CORNELIA AVENUE | from the west line of N. Ozanam Avenue to the east line of N. Osage Avenue; |
| W. ROSCOE STREET | from the west line of N. Ozanam Avenue to the east line of N. Osage Avenue; |
| W. SCHOOL STREET | from the west line of N. Ozanam Avenue to the east line of N. Osage Avenue; |

in the City of Chicago, County of Cook and State of Illinois be improved by grading, paving and improving and presented to the City Council of the City of Chicago, a recommendation that such local improvement be made, I hereby submit an estimate of the cost of such improvement including labor and materials, viz:

| | | | | |
|---|---|---|---|---|
| 2″ Bit. Conc. on 8″ Flex. Base + 1″ Insulation Course or 2″ Bit. Conc. on 8″ Pozzolanic Base or 1½″ I-11 on 6½″ Asphaltic Base .......... | 31,200 sq. yds. | @ | $ 5.00 | $156,000.00 |
| General Excavation .... | 17,752 cu. yds. | @ | 2.75 | 48,818.00 |
| Trench Backfill (sand) ...... | 1,059 cu. yds. | @ | 4.50 | 4,765.50 |
| New Manholes Complete .. | 5 each | @ | 260.00 | 1,300.00 |
| New Catchbasins Complete .. | 68 each | @ | 350.00 | 23,800.00 |
| 10″ Diam. V.T. Pipe Sewer ........ | 200 lin. ft. | @ | 5.00 | 1,000.00 |
| Additional Masonry .. | 19 lin. ft. | @ | 30.00 | 570.00 |
| P.C.C. Sidewalk removal and replacement .......... | 17,800 sq. ft. | @ | 1.00 | 17,800.00 |
| Comb. Conc. Curb & Gutter—Type 3F .... | 17,200 lin. ft. | @ | 3.50 | 60,200.00 |
| Curb Removal .. | 400 lin. ft. | @ | 1.50 | 600.00 |
| Old Manholes Adjusted .. | 38 each | @ | 45.00 | 1,710.00 |
| Catchbasins to be abandoned ........ | 40 each | @ | 30.00 | 1,200.00 |
| Chicago Standard Frame & Lid ........ | 38 each | @ | 70.00 | 2,660.00 |
| Special Inlet, Frame & Lid ........ | 5 each | @ | 150.00 | 750.00 |

| | | | | |
|---|---|---|---|---|
| Tree Removal .. | 69 in. dia. | @ | 5.00 | 345.00 |
| P.C.C. Driveways, removal and replacement .......... | 2,900 sq. ft. | @ | 1.25 | 3,625.00 |
| Deficiency in interest on the assessment, cost of making, levying and collecting said assessment, and lawful expenses attending the making of said improvements............ | | | | $ 16,256.50 |
| Total .......................................................... | | | | $341,400.00 |

And I hereby certify that in my opinion the above estimate does not exceed the probable cost of the above proposed improvement, and lawful expenses attending the same.

(Signed) HUGH W. SHORT,
*Engineer of the Board of Local Improvements.*

Dated: Chicago, August 8, A.D. 1969.

### AN ORDINANCE

For Grading, Paving and Improving a System of Streets as follows:

N. ORANGE AVENUE SYSTEM:

| | |
|---|---|
| N. ORANGE AVENUE | from a line parallel with and fourteen and three-tenths (14.3) feet north of the south line of W. Addison Street to a line parallel with and twenty-eight (28) feet south of the north line of W. Belmont Avenue; |
| N. OPAL AVENUE | from a line parallel with and twenty-six (26) feet north of the south line of W. Addison Street to a line parallel with and twenty-eight (28) feet south of the north line of W. Belmont Avenue; |
| W. CORNELIA AVENUE | from the west line of N. Ozanam Avenue to the east line of N. Osage Avenue; |
| W. ROSCOE STREET | from the west line of N. Ozanam Avenue to the east line of N. Osage Avenue; |
| W. SCHOOL STREET | from the west line of N. Ozanam Avenue to the east line of N. Osage Avenue; |

in the City of Chicago, County of Cook and State of Illinois:

Be It Ordained by the City Council of the City of Chicago:

*Section 1.* That a local improvement shall be made within the City of Chicago, County of Cook and State of Illinois, the nature, character, locality and description of which improvement is as follows; to wit: That the roadways of a System of Streets as follows:

N. ORANGE AVENUE SYSTEM:

| | |
|---|---|
| N. ORANGE AVENUE | from a line parallel with and fourteen and three-tenths (14.3) feet north of the south line of W. Addison Street to a line parallel with and twenty-eight (28) feet south of the north line of W. Belmont Avenue; |
| N. OPAL AVENUE | from a line parallel with and twenty-six (26) feet north of the south line of W. Addison Street to a line parallel with and twenty-eight (28) feet south of the north line of W. Belmont Avenue; |
| W. CORNELIA AVENUE | from the west line of N. Ozanam Avenue to the east line of N. Osage Avenue; |
| W. ROSCOE STREET | from the west line of N. Ozanam Avenue to the east line of N. Osage Avenue; |
| W. SCHOOL STREET | from the west line of N. Ozanam Avenue to the east line of N. Osage Avenue; |

the width of each of said roadways being hereby established at thirty-four (34) feet—the center line of each of said roadways to coincide with the center line of each of said streets and also the roadways of all intersecting streets and alleys extended from the curb line to the street line on each side of above specified streets between the points herein described — be and the same are hereby ordered improved as follows:

A tile pipe wing sewer of ten (10) inches internal diameter shall be constructed in W. Roscoe Street along the center line thereof from a point five (5) feet east of the east line of N. Opal Avenue to and connecting with the existing sewer in the center line of N. Opal Avenue. The bottom of the inside of said sewer at its eastern terminus shall be an elevation of forty-eight and twenty one-hundredths (48.20) feet above Chicago City datum as established by the City Council of the City of Chicago and thence shall fall gradually to an elevation of forty-four and thirty-six one-hundredths (44.36) feet above said Chicago City datum at its sewer connection. One (1) new concrete manhole shall be built on said sewer at its eastern terminus. Two (2) new concrete catchbasins shall be built and connected with said sewer and located in the roadways of and adjacent to the curb line of said W. Roscoe Street ten (10) feet east of the east line of said N. Opal Avenue.

A tile pipe wing sewer of ten (10) inches internal diameter shall be constructed in W. Roscoe Street along the centerline thereof from a point ten (10) feet east of the east line of N. Orange Avenue to and connecting with the existing sewer in the center line of N. Orange Avenue. The bottom of the inside of said sewer at its eastern terminus shall be at an elevation of forty-four and fifty-nine one-hundredths (44.59) feet above Chicago City datum as established by the City Council of the City of Chicago and thence shall fall gradually to an elevation of forty-four and forty-two one-hundredths (44.42) feet above said Chicago City datum at its sewer connection. One (1) new concrete manhole shall be built on said sewer at its eastern terminus. Two (2) new concrete catchbasins shall be built and connected with said sewer and located in the roadway of and adjacent to the curb line of said W. Roscoe Street fifteen (15) feet east of the east line of said N. Orange Avenue.

A tile pipe wing sewer of ten (10) inches internal diameter shall be constructed in W. Roscoe Street along the center line thereof from a point twenty-five (25) feet east of the east line of N. Osage Avenue thence west to the east line of N. Osage Avenue where it shall connect with the existing stub sewer in N. Osage Avenue. The bottom of the inside of said sewer at its eastern terminus shall be an elevation of forty-two and eighty-eight one-hundredths (42.88) feet above Chicago City datum as established by the City Council of the City of Chicago and thence shall fall gradually to an elevation of forty-two and seventy-eight one-hundredths (42.78) feet above said Chicago City datum at its sewer connection. One (1) new concrete manhole shall be built on said sewer at its eastern terminus. Two (2) new concrete catchbasins shall be built and connected with said sewer and located in the roadways of and adjacent to the curb line of said W. Roscoe Street thirty (30) feet east of the east line of said N. Osage Avenue.

A tile pipe wing sewer of ten (10) inches internal diameter shall be constructed in W. School Street along the center line thereof from a point five (5) feet east of the east line of N. Opal Avenue thence west to and connecting with the existing sewer in the center line of N. Opal Avenue. The bottom of the inside of said sewer at its eastern terminus shall be at an elevation of forty-seven and seventy one-hundredths (47.70) feet above Chicago City datum as established by the City Council of the City of Chicago and thence shall fall gradually to an elevation of forty-five and ninety-one one-hundredths (45.91) feet above said Chicago City datum at its sewer connection. One (1) new concrete manhole shall be built on said sewer at its eastern terminus. Two (2) new concrete catchbasins shall be built and connected with said sewer and located in the roadway of and adjacent to the curb line of said W. School Street ten (10) feet east of the east line of said N. Opal Avenue.

A tile pipe sewer of ten (10) inches internal diameter shall be constructed in W. School Street along the center line thereof from a point five (5) feet east of the east line of N. Orange Avenue to and connecting with the existing sewer in N. Orange Avenue. The bottom of the inside of said sewer at its eastern terminus shall be at an elevation of forty-two and ninety one-hundredths (42.90) feet above Chicago City datum as established by the City Council of the City of Chicago and thence shall fall gradually to an elevation of forty-one and thirteen one-hundredths (41.13) feet above said Chicago City datum at its sewer connection. One (1) new concrete manhole shall be built on said sewer at its eastern terminus. Two (2) new concrete catchbasins shall be built and connected with said sewer and located in the roadway of and adjacent to the curb line of said W. School Street ten (10) feet east of the east line of said N. Orange Avenue.

Two (2) new concrete catchbasins shall be built and connected with the existing sewer in W. School Street and located at necessary points in the roadway of and adjacent to the curb line of said W. School Street.

Ten (10) new concrete catchbasins shall be built and connected with the existing sewer in W. Cornelia Avenue and located at necessary points in the roadway of and adjacent to the curb line of said W. Cornelia Avenue.

Twenty-two (22) new concrete catchbasins shall be built and connected with the existing sewer in N. Orange Avenue and located at necessary points in the roadway of and adjacent to the curb line of said N. Orange Avenue.

Twenty-four (24) new concrete catchbasins shall be built and connected with the existing sewer in N. Opal Avenue and located at necessary points in the roadway of and adjacent to the curb line of said N. Opal Avenue.

Said new concrete manhole(s) shall be cylindrical in shape and shall have an internal diameter of three (3) feet, excepting the upper portion one and one-half (1½) feet in height, which shall be conical in shape, being reduced to two (2) feet internal diameter at the top. The walls of said manhole(s) shall be five (5) inches in thickness. The invert of the sewer through the manhole(s) shall be built of concrete six (6) inches in thickness and on each side thereof shall be built a solid concrete foundation eight (8) inches in thickness, measuring down from the center of the sewer, making the entire foundation four (4) feet in diameter.

Each of said catchbasins shall be connected in a cylindrical in shape and shall have an internal diameter of four (4) feet, excepting the upper portion two (2) feet in height, which shall be conical in shape, being reduced to two (2) feet internal diameter at the top. The walls of said catchbasins shall be five (5) inches in thickness and shall be built of precast concrete blocks or precast concrete rings, or concrete molded in place and shall rest upon a concrete floor four (4) inches in thickness composed of precast planks or concrete molded in place.

Each of said catchbasins shall be connected in a direct line which shall slope downward from the outlet to the sewer herein specified by means of tile pipe of eight (8) inches internal diameter. The inside bottom of said outlet shall be set four (4) feet above the floor of each of said catchbasins.

Said new manholes and new catchbasins shall be provided with a suitable cast iron cover, which cover, inclusive of lid, shall weigh five hundred forty (540) pounds. Said covers shall be set so that the top of same shall conform with the surface of the finished pavement herein described.

The concrete used in the construction of the manholes and catchbasins herein provided shall be composed of one (1) part of the best quality of portland cement, six (6) parts of clean torpedo sand, or clean crushed stone of uniformly varying sizes which will pass through a ring of three eighths (⅜) inch internal diameter and be held on a two hundred (200) mesh sieve. Sample cylinders of the concrete or sample concrete blocks, when tested, should show a compressive strength of two thousand five hundred (2500) pounds per square inch as the average for five (5) samples tested, and no single sample shall have a compressive strength of less than two thousand (2000) pounds per square inch.

The existing sewer manhole(s) located in the roadway(s) of above specified street(s) shall be adjusted with material of the same kind and quality as that of which they were originally constructed, or materials, herein specified for manholes, in such a manner as to make the top of the cover(s) of said manhole(s) conform with the surface of the finished pavement herein described.

Trench backfill (sand) to be used around manhole and catchbasin connections and where necessary.

Chicago Standard frame(s) and lid(s) to be used where necessary on said proposed improvement.

A catchbasin inlet shall be constructed in the gutter in the roadway(s) of said above specified street(s) opposite each of said existing sewer catchbasin(s) where such catchbasin(s) are located in the sidewalk space. Said inlet shall consist of a suitable cast iron frame weighing one hundred and ninety (190) pounds, a cast iron inlet grate twenty-one and one-half (21½) inches by fourteen and one-half (14½) inches weighing ninety (90) pounds with a cast iron inlet bend weighing eighty-five (85) pounds, set in a new pavement surface and foundation opposite the adjacent catchbasin in such a manner that the top of the cover of said inlet shall conform with the surface of the pavement herein described. The cast iron bends of said inlet shall be connected to the adjacent catchbasin approximately five (5) feet therefrom by means of eight (8) inch vitrified tile pipe. The center of the eight (8) inch tile pipe at its connection with said cast iron bend shall be twenty-one (21) inches below the top of said grade and at the connection with the catchbasin shall be forty-five (45) inches below the top of said catchbasin. The top of said cast iron grating shall conform to the upper surface of the gutter immediately adjacent.

All tile pipe used throughout said improvement shall be straight, smooth and sound, thoroughly burned, well glazed, free from lumps and other imperfections and of the following required thickness(es): for ten (10) inch pipe, seven-eighths (⅞) inch, for eight (8) inch pipe, three quarter (¾) inch.

The mortar used in the laying of tile pipe, in making connection with sewers and catchbasins and in adjusting sewer manholes and catchbasins as herein described shall consist of the best quality of natural hydraulic cement mortar or type two (2) portland cement mortar in the following proportions, viz: one (1) part natural hydraulic cement or one (1) part type two (2) portland cement and two (2) parts clean, sharp sand.

The elevation of the center of said eight (8) inch tile pipe from said new catchbasins where they connect with the said sewers shall be as follows:

| | *Feet above Datum* |
|---|---|
| N. Orange Avenue | |
| 100 feet south of south line of W. Addison Street | 43.05 |
| 325 feet south of south line of W. Addison Street | 42.61 |
| 200 feet north of north line of W. Cornelia Avenue | 42.40 |
| 155 feet south of south line of W. Cornelia Avenue | 42.82 |
| 265 feet north of north line of W. Roscoe Street | 43.25 |
| 25 feet north of north line of W. Roscoe Street | 44.61 |
| 105 feet south of south line of W. Roscoe Street | 44.01 |
| 170 feet north of north line of W. School Street | 43.13 |
| 145 feet south of south line of W. School Street | 42.34 |
| 150 feet north of north line of W. Belmont Avenue | 43.11 |
| NE radius of street return at W. Belmont Avenue | 41.04 |
| NE radius of street return at W. Belmont Avenue | 41.04 |
| N. Opal Avenue | |
| 180 feet south of south line of W. Addison Street | 45.80 |
| 285 feet north of north line of W. Cornelia Avenue | 44.99 |
| 170 feet north of north line of W. Cornelia Avenue | 44.50 |
| 25 feet south of south line of W. Cornelia Avenue | 42.80 |
| 245 feet south of south line of W. Cornelia Avenue | 43.15 |
| 210 feet north of north line of W. Roscoe Street | 43.65 |
| 110 feet south of south line of W. Roscoe Street | 44.99 |
| 260 feet north of north line of W. School Street | 45.48 |
| 60 feet north of north line of W. School Street | 45.98 |
| 135 feet south of south line of W. School Street | 46.88 |
| 240 feet north of north line of W. Belmont Avenue | 47.42 |
| NW radius of street return at W. Belmont Avenue | 44.20 |
| NE radius of street return at W. Belmont Avenue | 44.20 |
| W. Cornelia Avenue | |
| 30 feet west of west line of N. Ozanam Avenue | 41.39 |
| 85 feet east of east line of N. Opal Avenue | 41.15 |
| 5 feet east of east line of N. Orange Avenue | 40.47 |
| 60 feet west of west line of N. Orange Avenue | 40.26 |
| 25 feet east of east line of N. Osage Avenue | 39.96 |
| W. Roscoe Street | |
| 10 feet east of east line of N. Opal Avenue | 48.70 |
| 15 feet east of east line of N. Orange Avenue | 45.09 |
| 30 feet east of east line of N. Osage Avenue | 43.38 |
| W. School Street | |
| 10 feet east of east line of N. Opal Avenue | 48.20 |
| 10 feet east of east line of N. Orange Avenue | 43.40 |
| 20 feet east of east line of N. Osage Avenue | 40.76 |

The above elevations as fixed shall be measured from Chicago City datum as established by the City Council of the City of Chicago.

A concrete combined curb and gutter shall be constructed on each side of the roadway of each of said specified street(s) between the points herein described (except where said roadway(s) intersect(s) and also except across the roadway(s) of the intersecting alley(s), in such a manner that the roadway face of the curb shall be parallel with and seventeen (17) feet from the center line of each of said specified street(s), except where the curb line(s) of said specified street(s) intersect(s) the curb lines of the intersection street(s) where the roadway face of the curb of said combined curb and gutter shall be constructed to conform to an arc of a circle having a radius of fifteen (15) feet; and a concrete combined curb and gutter shall be constructed on each side of the roadway(s) of all intersecting alley(s) extended from the curb line(s) to the street line(s) on each side of said specified street(s) between the points herein described, in such a manner that the back of the curb shall conform with the alley line(s) produced of said intersecting alley(s), except where the curb line(s) of said specified street(s) intersect(s) the curb line(s) of the intersecting alley(s) where the roadway face of the curb of said combined curb and gutter shall be constructed to conform to an arc of a circle having a radius of nine (9) feet.

Said combined curb and gutter shall conform to the following physical requirements, to-wit:

CLASS "A" AND "X" CONCRETE

| *Cement:* | *Minimum* | *Maximum* |
|---|---|---|
| Type 1 Portland Cement, Cubic feet per Cubic Yard of Concrete | 5.75 | 6.00 |
| Water (Including Free Water in Aggregate), Gallons per Bag of Cement | ...... | 5.50 |
| Entrained Air (Per cent of Volume of Concrete) | 3 | 5 |
| Slump Inches (According to Standard Established by American Society for Testing Materials (C143-39) | ...... | 4 |
| Cylinder Crushing Strength Pounds per Square Inch (According to Standard established by American Society for Testing Materials (C31-44 and C39-44) | | |
| 7 days ........2000 | | |
| 28 days ........3000 | | |

The curb shall be seven (7) inches thick and the height at the back shall vary from nineteen (19) inches at the catchbasin inlets to thirteen (13) inches at the summits and the gutter shall be twelve (12) inches in width and ten (10) inches in thickness. The upper roadway edge of the curb shall be rounded to an arc of a circle having a radius of two (2) inches.

Said combined curb and gutter shall be constructed upon a foundation flooded with water and thoroughly compacted to an even surface, and said combined curb and gutter shall be backfilled with earth free from animal or vegetable matter, said filling to be four (4) feet wide at the top of the curb and even therewith and shall slope down at the rate of one and one-half (1½) feet horizontal to one (1) foot vertical.

Said combined curb and gutter shall conform to the surface of the finished roadway(s) as herein described. The top edge of the curb on each side of the roadway of each of said specified street(s) shall be at an elevation of straight lines connecting the several points at the curb elevations herein described, and the top edge of the curb on each side of the roadways of all intersecting alley(s) extended from the curb line of each side of each of said specified street(s) shall rise from the curb line to the street line at the rate of one (1) inch vertical to three (3) feet horizontal from the elevation of the curb of said specified street(s) between the points herein described. The curb elevations of said specified street(s) shall be as follows, to-wit:

| N. ORANGE AVENUE | *Feet above Datum* |
|---|---|
| Intersection of W. Addison Street | 54.30 |
| Alley to the east first south of W. Addison Street | 54.30 |
| 300 feet north of north line of W. Cornelia Avenue | 52.70 |
| Intersection of W. Cornelia Avenue | 53.00 |
| 100 feet south of south line of W. Cornelia Avenue | 54.00 |
| Intersection of W. Roscoe Street | 52.50 |
| Intersection of W. School Street | 51.80 |
| 108 feet north of north line of W. Belmont Avenue | 51.00 |
| Intersection of W. Belmont Avenue | 51.00 |
| Intersection of W. Belmont Avenue (N.W. Curb) | 50.00 |
| Intersection of W. Belmont Avenue (N.E. Curb) | 50.30 |

| N. OPAL AVENUE | |
|---|---|
| Intersection of W. Addison Street | 55.20 |
| 300 feet south of south line of W. Addison Street | 52.50 |
| 150 feet north of north line of W. Cornelia Avenue | 52.50 |
| Intersection of W. Cornelia Avenue | 55.50 |
| Intersection of W. Roscoe Street | 57.00 |
| Intersection of W. School Street | 56.50 |
| 150 feet south of south line of W. School Street | 55.50 |
| 108 feet north of north line of W. Belmont Avenue | 55.50 |
| Intersection of W. Belmont Avenue (N.W. Curb) | 54.50 |
| Intersection of W. Belmont Avenue (N.E. Curb) | 54.90 |

| W. CORNELIA AVENUE | |
|---|---|
| Intersection of N. Ozanam Avenue | 55.50 |
| Intersection of N. Osage Avenue | 52.00 |

| W. ROSCOE STREET | |
|---|---|
| Intersection of N. Ozanam Avenue | 59.50 |
| Intersection of N. Osage Avenue | 51.00 |

| W. SCHOOL STREET | |
|---|---|
| Intersection of N. Ozanam Avenue | 58.50 |
| Intersection of N. Osage Avenue | 49.50 |

The above elevations as fixed shall be measured from Chicago City datum as established by the City Council of the City of Chicago.

The roadway(s) of the several street(s) heretofore specified between the points herein described, also the roadway(s) of all intersecting alley(s) extended from the curb line to the street line on each side of said specified street(s) between the points herein described, after removing trees therefrom, shall be so graded by cutting for filling and compacted by rolling with a roller of ten (10) tons weight that after the grading of the roadbed(s) is completed and the pavement herein described placed thereon, the surface of the finished pavement at the center of the roadway of each of said specified street(s) shall be at the elevation of the top of the curbing herein described; and the surface of the said finished pavement at the summits in the gutters between catchbasins and adjoining the roadway face of the curbing shall be three (3) inches below the top of said curbing, and at the catchbasin inlets in the gutters adjoining the roadway face of the curbing shall be nine (9) inches below the top of said curbing. The slope of the gutters adjoining the roadway face of said curbing shall be uniform from the summits to the catchbasin inlets.

A transverse section of the surface of the finished pavement and gutters shall be an arc of a circle passing through the said gutter elevations and the elevation of the center of said finished roadway at every part of the roadway of each of said specified street(s) between the points herein described.

In all intersecting alley(s) herein specified at the street line(s) of said specified street(s) the surface of the finished pavement adjoining the curbing shall be even with the top of the curbing, and the surface of the finished pavement at the center of the roadway(s) of said alley(s) shall be three (3) inches below the top of the curbing; and a transverse section of the surface of the finished pavement at the street line(s) of said specified street(s) shall be an arc of a circle passing through the surface of the pavement adjoining said curbing and the surface of the pavement at the center of said finished roadway(s). The surface of the said pavement thence shall slope gradually to meet the surface of the finished pavement at the curb lines of specified street(s).

On the sub-grade as formed and compacted shall be spread an insulation course of limestone screenings. Said insulation course shall be one (1) inch in thickness and shall extend across the full width of the roadbed.

On the insulation course as formed and compacted shall be spread a foundation course consisting of a layer of crushed limestone of the best quality, broken so as to pass through a ring of four (4) inches internal diameter and held on a ring of two (2) inches internal diameter. The stone spread shall be well graded as to sizes. It shall be evenly distributed so as to leave no pockets filled with the small size stone. This layer shall be thoroughly rolled with a self propelled three wheel roller, weighing not less than ten (10) tons. The rolling shall begin at the edge of the pavement and the roller shall move parallel with the center line of the roadway. The roller shall progress gradually towards the center of the roadway, uniformly lapping each preceeding track, covering the entire surface with the rear wheels and continuing until the stone does not creep or move ahead of the roller. After the crushed limestone has been thoroughly rolled and keyed, limestone screenings shall be applied gradually over the surface and the rolling continued until sufficient screenings have been applied to completely fill the interstices.

The screenings shall be swept in with hand brooms to properly fill the voids. The spreading and rolling shall continue until no more screenings will go in dry. No excess of screenings shall be used before applying water. Immediately after the voids have been filled with screenings, the macadam shall be sprinkled until saturated, the sprinkler being followed by a roller. More screenings shall be added if necessary. The sprinkling, sweeping and rolling shall continue until a grout shall be formed of the screening and water that will fill all voids, and form a wave of grout before the wheels of the roller. The quantity of screening and water necessary to fill the voids shall be determined by the engineer and shall be sufficient to produce a rough, granular surface. The rolling, at all times, shall begin at the sides, and then progress toward the center, thoroughly covering the entire surface with the rear wheels. When compacted, this layer shall measure not less than five (5) inches in thickness.

Upon the finished waterbound macadam base there shall be uniformly applied by an approved type of spreader box, two (2) inch stone to a depth providing a total base course thickness of three (3) inches after final compaction. After shaping to grade and rolling with a ten (10) ton roller three quarter (¾) inch stone chips shall be broadcast and broomed into the surface voids at the rate of fifteen (15) pounds per square yard. Liquid asphalt at a temperature of 140 degrees F. shall be uniformly applied by a pressure distributor at a rate of one and one-half (1½) per gallons per square yard. Stone chips shall again be broadcast and broomed uniformly over the surface at the rate of fifteen (15) pounds per square yard. Liquid asphalt shall be uniformly applied by a pressure distributor at rate of one-half (½) gallon per square yard. Stone chips shall be broadcast again at the rate of ten (10) pounds per square yard. The surface shall then be thoroughly rolled. The asphalt shall conform to the State Specification for Emulsified Asphalt R.S. 2, Page 640 of Illinois Standard Specifications for Road and Bridge Construction adopted January 2, 1952.

On the said foundation course shall be placed an asphaltic concrete surface course two (2) inches in thickness consisting of an asphaltic concrete mixture conforming to the standard requirements of the Illinois State Division of Highways for Type 1-11 Asphaltic Concrete adopted January 2, 1952, as follows: The asphaltic mix shall consist of a mineral aggregate bonded with the asphaltic cement. The mineral aggregate shall consist of the best quality of crushed gravel or crushed stone in sizes graduated in accordance with the following table, viz:

*Asphaltic Concrete Surface Course, Fine Dense Graded Aggregate Type*

| | |
|---|---|
| Passing ½ inch sieve | 95-100% |
| Passing ½ inch, retained on No. 4 sieve | 45- 65% |
| Passing No. 4 retained on No. 10 sieve | 10- 30% |
| Passing No. 10 retained on No. 40 sieve | 5- 18% |
| Passing No. 40 retained on No. 50 sieve | 7- 22% |
| Passing No. 80 retained on No. 200 sieve | 5- 13% |
| Passing No. 200 sieve | 4- 8% |
| Bitumen | 5- 7% |

(Table 45.11p. 247 State Specifications)

The asphaltic cement shall conform with the standard requirements of the Illinois State Division of Highways for Grade P.A. 6 Paving Asphalt, adopted January 2, 1952. It shall have a flash point (Cleveland open cup) 500 plus Fahrenheit. It shall have penetration at seventy-seven (77) degrees Fahrenheit of seveny-five (75) to eighty-five (85), and at least ninety-nine and five-tenths (99.5) per cent of bitumen shall be soluble in carbon disulphide.

When fifty (50) grams of said paving asphalt is heated in an uncovered tin box five and one-half (5½) centimeters in diameter and three and one-half (3½) centimeters in depth, and is held at a temperature of three hundred and twenty-five (325) degrees Fahrenheit for five (5) hours, then it shall have lost not over two (2) per cent by weight and the penetration of the residue thus obtained shall not be less than seventy (70) per cent of the penetration before such heating, said penetration being determined as herein described. Said paving asphalt shall have a ductility of not less than one hundred (100) centimeters being determined by elongating a briquette Dow form of said paving asphalt at uniform rate of five (5) centimeters per minute at a temperature of seventy-seven (77) degrees Fahrenheit.

The paving asphalt and mineral aggregate shall be mixed when heated between three hundred (300) and three hundred fifty (350) degrees Fahrenheit in an approved mixer to produce a homogenous mixture in which all particles of aggregate are coated uniformly. The heated mixture shall be delivered to the pavement in trucks with approved clean tight dump bodies. The temperature when delivered at the street shall be between two hundred fifty (250) and three hundred fifty (350) degrees

Fahrenheit. Upon arrival the asphaltic mixture shall be spread upon the prepared base at a uniform depth and consistency so that the thickness when compacted as herein described will be two (2) inches.

Immediately after the asphalt surface course shall be spread it shall be connected thoroughly and uniformly with a three (3) wheel roller or a tandem roller. The asphalt paving mix shall be dumped first upon approved steel dump pans outside of the area on which it is to be spread. Immediately thereafter it shall be distributed into place with shovels and spread with rakes in layers of uniform density and correct depth, unless a spreading machine is used. If a spreading machine is used it shall be of a type approved by the Board of Local Improvements. Immediately after the surface course mixture is placed it shall be compacted thoroughly with a three-wheel roller or a tandem roller. One (1) or more three-wheel rollers and one (1) or more tandem rollers will be required. The actual number of such rollers to be determined by the Engineer in accordance with the progress of the work. If the production of the asphalt plant delivered to the pavement exceeds seventy-five (75) tons per hour additional rollers shall be furnished as directed by said Engineer. After a final rolling the asphalt surface course shall at all points have a density of not less than ninety-five (95) per cent of the maximum possible density of a voidless pavement composed of the same materials in like proportions.

### POZZOLANIC BASE COURSE

IV-2. On the subgrade as formed and compacted shall be placed and compacted to the depth shown on the plans and as herein provided.

(a) The pozzolanic base course shall be constructed in layers not more than 6 inch (compacted) in thickness. When the thickness specified is more than 6 inches the base course shall be constructed in 2 or more approximately equal layers. Each layer shall be deposited, full-lane width, directly on the prepared subgrade or on the preceeding layer of compacted mixture with a mechanical spreader box of a type approved by the engineer. Where the base must be constructed in more than one layer, the previous layer shall be maintained in a moistened condition until the succeeding layer is placed. After having been tested for density and approved by the Engineer, the previous layer shall be raked to a depth of one inch and dampened with water immediately prior to placing the succeeding layer so that the layers are in it together. The second layer must be placed the same day as the first layer. The Engineer of the Board of Local Improvements shall determine when the base course shall be constructed in one or more lifts. When placed, the pozzolanic mixture shall be free from segregation and shall require minimum blanding and manipulation. Immediately after placing, the mixture shall be compacted with a pneumatic-tired roller, or with a vibratory compactor, or with a combination of the two. The base course, shall be given a final rolling with a three wheel or tandem roller. If the pozzolanic base is placed on gradual sub-base, the pozzolanic base shall be compacted to at least 100 per cent of maximum density except that if more than one layer is required the first layer shall be compacted to 97% of maximum density and succeeding layers shall be compacted to 100% of maximum density.

(b) All pozzolanic mixture shall be placed and compacted the same day as it is mixed. The entire base course within the increment of work shall be completed within 24 hours.

(c) Except in specific cases, when otherwise permitted by the Engineer the pozzolanic base course mixture shall be placed between April 15 and October 15 and only when the temperature is 40 or more.

(d) The three wheel or tandem rollers shall weigh from 6 to 10 tons and shall weigh not less than 200 pounds nor more than 325 pounds per inch width of roller. The compression developed by the pneumatic-tired roller shall be not less than 225 pounds per inch of tire width.

IV-4. MATERIALS. All materials shall conform to the following requirements:

(a) Lime. High-calcium hydrated lime or monohydrated dolomitic lime shall be used. The lime shall have a total oxide (calcium and magnesium) equivalent of not less than 85 per cent and a loss of ignition of not more than 25 per cent. Monohydrated dolomitic lime shall have only the calcium component hydrated. Exposure of the lime to air shall be held to a minimum. If more than 10 per cent of the lime has reverted to a corbonate, it shall not be used.

(b) Fly ash. The pozzolan, prior to dampening thereof to alleviate the dust problem shall comply with the requirements of AST Designation: C-379 or C-432 with 10% maximum loss on ignition. The tests prescribed by this specification shall be performed at the option of the engineer. At the time of mixing the pozzolan shall be in a finely divided condition such that 95% shall pass a ½ inch sieve when dry-sieved.

(c) Course Aggregate. The coarse aggregate shall be gravel, crushed stone, crushed slag or boiler slag meeting the following requirements:

(1) Gravel, crushed stone or crushed slag. The gradation for all three materials, shall be as follows:

| *Sieve* | *Per Cent by Weight Passing* |
|---|---|
| One inch | 100% |
| ½ inch | 60-100% |
| No. 4 | 40-100% |
| No. 40 | 10- 35% |
| No. 200 | |
| (gravel) | 0- 10% |
| (crushed stone & slag) | 0- 15% |

(2) Boiler slag. The slag shall be wet bottom boiler slag produced as a by-product of a power plant burning pulverized bituminous coal. The slag shall be composed of hard durable particles and shall be free of excessive or harmful amounts or foreign substances. Boiler slag or granulated slag in an oven dry condition shall meet the following gradation requirements:

| *Sieve* | *Per cent by Weight Passing* |
|---|---|
| No. 4 | 80-100% |
| No. 10 | 55- 90% |
| No. 40 | 0- 25% |
| No. 200 | 0- 10% |

Note: Granulated slag will be permitted only when authorized in writing by the Engineer.

(d) Samples. The contractor, shall at his own expense, submit to the Engineer a minimum of 25 pounds of lime, 100 pounds of fly ash and 150 pounds of the course aggregate which he proposed for use in the pozzolanic mixture. The lime, when sampled, shall immediately be placed in a sealed container and shall be kept sealed. Samples shall be furnished at least 45 days prior to the construction of the pozzolanic base course. The samples as submitted will be tested for acceptance of materials and also to determine whether or not they will produce a satisfactory mixture; and will be used to determine preliminary proportions for the mixture composition.

IV-4. Composition of Mixture.

(a) The lime, pozzolan and aggregate shall be proportioned within the following limits on a dry-weight basis:

Percent by Weight of Total Dry Mixture

| *Ingredient* | *Gravel, Crushed Stone or Crushed Slag*<br>*Aggregate Blend* | *Boiler Slag* |
|---|---|---|
| Lime | 2- 5 | 2- 4 |
| Pozzolan | 8-16 | 15-30 |
| Aggregate | 79-90 | 56-78 |

(b) The actual proportions of lime, pozzolan, water and aggregate will be set by the Engineer before work begins and will be based on tests conducted on mixtures composed of samples of the constituent materials furnished by the Contractor. The right is reserved by the Engineer to make such changes in proportions during the progress of the work as he may consider necessary.

(c) The composition of the mixture shall be such that when molded into cylinders, cured and tested as stated in the following paragraph, each cylinder shall have a minimum compressive strength of 450 psi and a maximum weight loss of 14% after 12 cycles of freezing and thawing.

(d) Test cylinders shall be molded at the optimum moisture content and maximum density in accordance with AASHO Designation T 180, Method C, except that the 5 lift requirement is replaced with 3 lifts and no replacement of coarse aggregate (+¾ inch sieve) is made. The molded specimens shall immediately be placed in an oven with forced air circulation for 7 days at 100+3 F. At the end of 7 days, the test cylinders for compressive strength testing shall be removed from the containers, allowed to cool to room temperature, soaked for four hours capped and broken for compressive strength within one hour of time of removal from water. The specimens to be tested for freeze-thaw resistance shall be cured in the same manner as the strength specimens without the 4 hour soaking period. After curing the specimens shall be subjected to 12 cycles of freezing and thawing in accordance with AASHO Designation: D 560, sections 5, 9 and 10 pertaining to specimen No. 2 (weight loss specimen).

IV-5. Mixing.

(a) The constituents of the mixture shall be accurately proportioned and thoroughly mixed in a mechanical mixer at a central mixing plant. The measuring devices for proportioning the mixer, either by volume or by weight shall be of such accuracy that the proportions of the mixture based on total dry weight will be maintained within the following tolerances:

| | |
|---|---|
| Lime | +0.3 percent by weight |
| Fly ash | +1.5 percent by weight |
| Aggregate | +2.0 percent by weight |

(b) The equipment used must be provided with means, meeting with approval of the Engineer, for calibration and check tests of measuring devices. In all plants, the water shall be proportioned by weight or volume and there shall be means by which the Engineer may readily verify the amount of water per batch or the rate of flow for continuous mixing. The contractor shall provide a platform scale and make arrangements for the use of a certified truck scale of sufficient capacity for calibration and periodic check tests of the feeders or measuring devices as needed during production.

(c) The mixer shall be capable of producing a uniform mixture. Mixing operations shall be continued until all ingredients are distributed evenly throughout the mixture and a uniform mixture, free of segregation, is obtained. The Engineer shall be the sole judge of the adequacy of mixing. The mixer shall be capable of discharging the mixture without undue segregation. The moisture content at the time of mixing shall be such that the moisture content at the time of compaction will be within 85 to 110 percent of the optimum moisture determined.

IV-6. Prime Coat. On the prepared base after removing, by sweeping or otherwise, any loose material, dirt, or debris, shall be applied a prime coat of bituminous material at the rate of 0.15 to 0.30 gallons per square yard, using asphalt: MC - O.

Prime coat for the above and its application shall conform to the following:

(a) This material shall be homogenous and shall show no separation of asphalt after thorough mixing, within 30 days after delivery, provided separation has not been caused by freezing. It shall coat the aggregate being used in the work to the satisfaction of the engineer and shall conform to the following requirements:

| | | |
|---|---|---|
| Flash Point (Tag open cup) °F. | | 100 plus |
| Viscosity, Saybolt Furolat 77°., | Sec.75-150 | |
| Distillate to 437°F. | 25- | |
| Distillate to 500°F. | 40- 70 | |
| Distillate to 600°F. | 75- 93 | |
| Residue from Distillation to 680°F. percent volume by difference | | 50 plus |
| Tests on Residue: | | |
| Penetration at 77°F. 100g 5, | Sec. 150-300 | |
| Ductility at 77°F. cm (when penetration at 77°F. is between 150-200) | | 100 plus |
| Ductility at 60° F. cm (when penetration at 77°F. is between 200-300) | | 100 plus |
| Bitumen soluble in carbon disulphide, percent | | 99.5 plus |

(b) The pressure distributor used for applying the liquid shall meet the following requirements:

It shall operate smoothly at low speed.

It shall have a dial and pressure gauge, spray bars of various lengths, and a hand spray bar for applying materials at street and alley returns and radius corners.

(c) A tank thermometer to determine the temperature of the contents of the tank and a tachometer to enable the driver to maintain the constant speed necessary for the correct application of the specified quantity of bitumen. The cost of this material, together with the cost of labor, equipment and other costs required in placing such materials shall be included in the unit price bid per square yard of pavement.

Upon the primed pozzolanic base course shall be placed 2 courses of asphaltic concrete and shall meet the same requirements as previously stated.

### SECTION IV

VI-I. This item shall consist of a mixture of aggregate (crushed stone) and Bituminous material, plant mixed and constructed on a prepared subgrade in accordance with the requirements of the Board of Local Improvements. The base course shall be laid according to the lines and grades as established by the Engineer. The thickness will be as shown on the standards or plans or as established by the Engineer.

VI-II. All materials shall conform to the requirements of the Standard Specifications for Road and Bridge construction, State of Illinois, adopted August 1, 1968 and the supplemental specifications in effect on the date of invitation for bids.

(a) The sources of supply shall be State approved. Satisfactory evidence shall be presented by the material supplier as to the ability of the source of supply to furnish the aggregate in proper quantity and meet the requirements as to grading and quality.

(b) Gradation of the aggregate shall meet the following requirements:

| | |
|---|---|
| Passing 1″ sieve | 100% |
| Passing ½″ sieve | 60 - 100% |
| Passing No. 4 sieve | 40 - 65% |
| Passing No. 8 sieve | 25 - 55% |
| Passing No. 200 sieve | 5 - 15% |

The Contractor may have the option of deviating from these requirements provided he receive the approval of the Engineer. The Contractor must notify the Engineer a sufficient time in advance of his operation.

(c) If approved by the Engineer, the materal may be produced by blending aggregate from more than one source. The Components of a blend need not be of the same kind of material. The method of blending must meet the approval of the Engineer. The sources of material and the blending proportions shall not be changed during the progress of the work without written permission from the Engineer.

(d) The bituminous materials used in the mixture shal be asphalt cements of 85-100, 100-120, or 120-150 Penetration grade. The same grade of bituminous material shall be used throughout the work. The Engineer reserves the right to specify the grade to be used. The percentage of residual bitumin shall be 3 to 6%. The Engineer may make such changes in proportions during the progress of the work as he may consider necessary.

(e) *Samples and Tests.*

A ½ gallon sample of the bituminous aggregate mixture for each 5,000 tons produced, shall be taken by the Engineer for extraction tests. A minimum of three samples shall be submitted. The sample shall be a composite sample taken from at least 5 trucks. A one-quart sample of the bituminous material being used shall be taken by the Engineer at the same time the bituminous aggregate mixture sample is taken. The sample shall be taken from the line leading to the asphalt bucket or pug mill spray bar or directly from the asphalt bucket or spray bar. Paving Asphalt shall be submitted in a one-quart friction top can.

(f) *Mixture Composition and Control Factors.* The Contractor, at his expense, shall submit a sample of 100 pounds of the aggregate to the Engineer which he proposes to use in the bituminous mixture. The sample shall be submitted at least three weeks prior to start of base construction. The aggregate sample shall be taken under the supervision of the Engineer.

At the time of submitting the sample, the Contractor shall state the source of the aggregate and the source and grade of the asphalt that he will use. The sample submitted to the Engineer when mixed with the designated grade of asphalt shall produce a satisfactory bituminous mixture that will have a strength of at least 100 pounds greater than the minimum requirements shown on the plans. If the material will not produce a satisfactory mixture meeting this requirement, the Contractor shall submit a material that will comply.

If the aggregate furnished for design purposes contains some crushed material, the Contractor shall submit with the sample a statement giving the percentage of plus No. 4 material that is crushed. Throughout the improvement this percentage shall be maintained within a minus 5 percentage points of this amount.

(g) The mix to be used shall be prepared as required by the appropriate state specification.

(h) The Engineer may order any tests that he may deem necessary to insure the quality of the work.

VI-III. *Construction Procedure.*

(a) Transportation of Bituminous mixes shall be governed by Article 46.14 of the Standard State Specifications.

(b) The subgrade shall be prepared as required in Section II of these specifications. The Contractor shall notify the Board of Local Improvements a sufficient time before laying the base course to allow for an inspection of the subgrade. The base course shall not be placed except in the presence of the Engineer or his representative.

(c) The base course shall be spread by an approved type asphalt spreading and finishing machine. The machine shall meet the requirements of Article 133.3 and its addendums of the State Specifications, or it may be a type approved by the Engineer.

(d) The base course shall be constructed only when the temperature in the shade is at least 40 degrees F. In specific cases, the Engineer may order a waiver of this limitation.

(e) The base course mix shall be delivered at a temperature of 225 degrees to 325 degrees F.

(f) The base course may be constructed in one or more courses, the decision shall be made by the Engineer for each project.

(g) The base course shall be compacted with three-wheel rollers or tandem rollers weighing from 6 to 12 tons and shall not weigh less than 200 pounds nor more than 400 pounds per inch of width of roller. Vibrating rollers will be permitted if approved by the Engineer.

(h) The first layer of the bituminous mixture shall be compacted to a density of not less than 90% of the theoretical density. Succeeding layers or where one layer is used shall be compacted to a density of not less than 90%. The theoretical density shall be computed from the saturated surface dry specific gravity of the aggregate, and the specific gravity of the asphalt at 77 degrees F., or it may be determined by the high pressure air meter. The density of each of the finished layers of bituminous mixes shall be obtained from specimens furnished by the Contractor. Specimens shall be cut by the Contractor from the finished layer with a core drill. The diameter of a specimen shall in no case be less than 3⅞ inches nor more than 4 inches. Four specimens shall be taken for each day's run for each layer. When directed by the Engineer, additional specimens shall be taken, but the total number from one day's run shall not exceed 20. The Contractor shall remove the specimens at locations designated by and in the presence of the Engineer and transport them to a location designated by the Engineer. Extreme care shall be taken to avoid damage to the specimens. The holes caused by the removal of the specimens shall be refilled immediately with bituminous aggregate mixture meeting these specifications, compacted and finished to the satisfaction of the Engineer. The cost of the work required in taking and transporting the specimens and in refilling the holes caused by removal of the specimens shall not be paid for separately, but shall be included in the unit price bid per square yard for pavement.

(i) The stability of the completed base course shall be not less than 900 pounds as required by the State of Illinois.

(j) *Tolerance in Thickness.* It is the intent that the base course shall be constructed to the nominal thickness shown on the plans. Thickness determinations shall be made at such points as the Engineer may select. If thicknesses less than 95% of nominal thickness are encountered, the extent and depth of the deficient area shall be determined and Bituminous Mixture Base Course or Bituminous Concrete Surface Course shall be placed by the Contractor at his expense to bring the deficient area of the base to nominal thickness. If Bituminous Concrete Surface Course is used, it may be placed as part of the surfacing operation.

(k) On the finished base course shall be laid a bituminous concrete course of 1½ inches in thickness, the surface course shall be constructed in accordance with the requirements of Section IV-12 through IV-19 of these Specifications.

P.C.C. Sidewalk removal and replacement.

Concrete crosswalks shall be built according to the Standard City Code of the City of Chicago.

The concrete shall conform to Class X Concrete (as described in this ordinance for curbs and gutters).

All existing catchbasins which are to be abandoned are located at the intersections of said street(s). Where existing catchbasins are to be abandoned, the outlet pipe connection from the catchbasin to the sewer shall be plugged and properly sealed and the corbel courses broken down and the catchbasin cleaned and filled with suitable material.

P.C.C. Driveways, removal and replacement.

Curb removal where necessary.

Additional masonry where necessary.

Said work is to be done in a workmanlike manner under the superintendence of the Board of Local Improvements of the said City of Chicago.

*Section 2.* That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost hereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

*Section 3.* That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled, "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment the sum of Sixteen Thousand Two Hundred Fifty-Six and Fifty One-Hundredths Dollars ($16,256.50) not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

*Section 4.* That the aggregate amount herein ordered to be assessed against the property, and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of six (6) per centum per annum according to law until paid.

*Section 5.* That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (excepting such part, if any, that is chargeable to the City of Chicago for public benefits to public lands), bonds shall be issued payable out of said installments bearing interest at the rate of six (6) per centum per annum, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provision of the Act of the General Assembly of the State of Illinois, entitled, "An Act Concerning Local Improvements", approved June 14th, A. D. 1897, and the amendments thereto.

*Section 6,* That the Corporation Counsel be and he is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

*Section 7.* That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

*Section 8.* This ordinance shall be in force from and after its passage.

### *Placed on File*—REPORT OF VOUCHER PAYMENTS FOR PERSONAL SERVICES.

The City Clerk transmitted the following report received from Otto H. Loser, City Comptroller, which was *Placed on File* and ordered published:

PERSONAL SERVICES PAID BY VOUCHER DURING MONTHS OF APRIL, MAY AND JUNE, 1969.

| *Name* | *Address* | *Department* | *Title* | *Account* | *Rate* | *April* | *May* | *June* |
|---|---|---|---|---|---|---|---|---|
| Theodore Demas | 836 S. Euclid Av., Oak Park, Ill. | M.T.S. | Physiologist | M.T.S. | $ 30.00 Vt. | $ 210.00 | $ 180.00 | $ 180.00 |
| Margret Gull | 1435 N. Menard Av. | " | Jr. X-Ray Tech. | " | 2.93 Hr. | 184.59 | 143.57 | 181.66 |
| Gerald Hood | St. Joseph's Hospital | " | Ob-Gyne Resident | " | 402.00 Mo. | 402.00 | 402.00 | 402.00 |
| Steven Lessman | 3300 W. Division St. | " | Jr. X-Ray Tech. | " | 2.93 Hr. | 186.69 | 143.51 | 421.64 |
| Benjamin J. Molenda | 6051 S. 74th Ct., Summit, Ill. | " | X-Ray Tech. | " | 25.00 Da. | 95.31 | 120.31 | 207.03 |
| Mrs. Joseph Ferguson | 5314 S. Morgan | Police Dept. | Widow's Pension | Corporate | 875.00 Mo. |  | 437.50 | 437.50 |
| Mrs. Young C. Hobson | 621 E. 87th Pl. | " | " | " | 938.00 Mo. | 1,031.78 |  |  |
| Mrs. Henry Peeler | 4909 W. 43rd St. | " | " | " | 763.00 Mo. | 763.00 | 1,247.87 |  |
| Mrs. Clayton Robinson | 2329 E. 97th St. | " | " | " | 838.00 Mo. | 938.00 | 938.00 | 469.00 |
| Mrs. John R. Tucker | 962 W. 52nd St. | " | " | " | 875.00 Mo. | 875.00 | 875.00 | 437.50 |
| Walter P. Globis | 3180 N. Lake Shore Dr. | Public Works |  | Special | 1,070.00 Mo. | 1,070.00 | 1,070.00 | 1,096.50 |
| Richard D. Smith | 1555 Stratford Rd. | " | Co-Ordinating Architect II | " | 1,507.00 Mo. | 452.10 | 1,507.00 | 1,507.00 |
| Dora E. Nelson | 5320 Blodgett Av., Downers Grove | Senior Citizens | Consultant | Corporate | 140.00 Mo. | 140.00 | 140.00 |  |
| Arthur R. Weed | 1408 Isabella St., Wilmette | " | " | " | 250.00 Mo. | 250.00 | 250.00 | 250.00 |
| Alice Weis | 535 W. Barry Av. | " | Stenographer | " | 140.00 Mo. | 140.00 | 140.00 | 140.00 |
| Eugene Faust | 5221 S. Sangamon | Streets & Sanitation | Truck Driver | " | Back Salary |  | 3,886.00 |  |
| Robert L. Zralek | 5260 Centre Av., Pittsburgh, Pa. | " |  |  | 1,832.00 | 1,832.00 | 1,832.00 | 1,832.00 |
| Mitchell Butler | 5306 S. University Av. | Urban Opport. | Personnel Couns. II | Special | 760.00 Mo. |  | 380.00 |  |
| Sylvia Crittle | 1158 N. Cleveland | " | Sr. Steno. | " | 424.00 Mo. | 424.00 |  |  |
| Cora Eatmon | 1536 E. 66th Pl. | " | N.Y.C. Enroller | " | 1.50 Hr. |  | 99.00 |  |
| Andrew Key | 6827 S. May St. | " | Sr. Clerk | " | 1.40 Hr. | 84.00 |  |  |
| Betty Jean Lee | 7444 S. St. Lawrence | " | " | " | 445.00 Mo. |  |  | 222.50 |
| Marjorie F. Smith | 5951 S. Michigan Av. | " | Urban Life Interv. | " | 515.00 Mo. |  | 257.50 |  |
| Rosie Wade | 1415 N. Hudson | " | Sr. Clerk | " | 445.00 Mo. |  |  | 222.50 |
| Annie Wilson | 4606 S. Indiana Av. | " | " | " | 445.00 Mo. |  | 222.50 |  |
| Lula A. Barnes | 4241 S. Langley Av. | Weights & Measures | Female Shopper | Corporate | 479.00 Mo. | 479.00 |  |  |
| Carmen Benavider | 1458 W. Taylor St. | " | Public Inf. Asst. II | " | 553.00 Mo. | 553.00 | 553.00 | 553.00 |
| Charles Bowen | 8520 S. Dorchester Av. | " | Chief Investigator | " | 791.67 Mo. | 791.66 |  |  |
| George De Mar | 8117 S. Marshfield Av. | " | Investigator | " | 525.00 Mo. | 262.50 |  |  |
| Rosine McLemore | 1822 S. Harding Av. | " | Public Info. Asst. II | " | 553.00 Mo. | 553.00 | 553.00 | 553.00 |
| Patricia A. Nizick | 520 W. 31st St. | " | Typist | " | 385.00 Mo. | 385.00 | 385.00 |  |
| James F. Nolan | 2700 N. Sayre Av. | " | Prof. Services | " | 1,020.00 Mo. | 1,020.00 | 1,020.00 | 1,020.00 |
| Joyce Palmer | 920 S. Springfield Av. | " | Female Shopper | " | 479.00 Mo. | 479.00 |  |  |
| Frank Santoro | 3108 W. Irving Park | " | Asst. to Comm. | " | 995.00 Mo. | 995.00 | 995.00 | 995.00 |
| Maureen Ward | 5723 S. Justine Av. | " | Typist | " | 385.00 Mo. |  |  | 282.33 |
| Joseph Wypasek | 3092 S. Lyman St. | " | Investigator | " | 700.00 Mo. |  |  | 700.00 |
| Rosemarie Chiovari | 3030 N. Luna | Air Pollution | Senior Steno. | Corporate | 14.83 Da. |  |  | 163.13 |
| David Cranshaw | 1711 Juneway Ter. | " | Research Assoc. | Special | 1,431.26 Mo. | 621.32 |  |  |
| Nancy Hamill | 2733 W. 38th Pl. | " | Sr. Typist | Corporate | 424.00 Mo. | 101.05 |  | 409.82 |

PERSONAL SERVICES PAID BY VOUCHER DURING MONTHS OF APRIL, MAY AND JUNE, 1969.

| *Name* | *Address* | *Department* | *Title* | *Account* | *Rate* | *April* | *May* | *June* |
|---|---|---|---|---|---|---|---|---|
| Kerry Kennedy | 5921 Fulton St. | M.T.S. | Sr. Steno. | Corporate | $ 14.83 Da. | $ | $ | $ 88.98 |
| Marilyn A. Lucas | 3342 S. Union | “ | “ | “ | 445.00 Mo. | | | 281.82 |
| Colleen Norris | 7921 S. Fairfield Av. | “ | “ | “ | 14.83 Da. | 44.49 | 445.00 | 445.00 |
| Donald Parsons | 5316 Dorchester Av. | “ | A.P.C. Insp. III | Special | 23.35 Da. | 70.05 | 373.60 | 233.50 |
| Cheryl Rogers | 8455 S. Michigan Av. | “ | Sr. Typist | Corporate | 14.13 Da. | | | 98.91 |
| Maren E. Seidler | 17 W. 108-70th St., Clarendon Hills, Ill. | “ | “ | “ | 14.13 Da. | 424.00 | 396.15 | 424.00 |
| John Zibert | 2117 W. 23rd St. | “ | “ | “ | 14.83 Da. | | | 118.64 |
| Dr. Robert DeVito | 535 N. Michigan Av. | Alcoholic Treatment Center | Consul. Psycho. | “ | 100.00 Da. | 400.00 | 400.00 | |
| Walter G. Metschke | 4246 N. Sheridan Rd. | Aviation | Chief of Aviation | Aviation | 1,744.00 Mo. | 1,744.00 | 1,744.00 | 1,744.00 |
| Leonard V. Oviatt | 1248 W. Granville Av. | “ | Civil Eng. V | “ | 1,435.00 Mo. | | 717.50 | 1,435.00 |
| Daniel J. Kinsella | 2041 W. 83rd St. | Board of Education | Examiner | Corporate | 50.00 Da. | 1,050.00 | 800.00 | 1,050.00 |
| Timothy Ryan | 5803 W. Byron | “ | “ | “ | 50.00 Da. | 1,050.00 | 1,050.00 | 1,050.00 |
| Richard T. Wren | 10201 S. Hoyne Av. | “ | “ | “ | 50.00 Da. | 1,050.00 | 1,100.00 | 1,050.00 |
| Sue Beth Buttny | 4132 W. 58th Pl. | Buildings | Typist | “ | 2.36 Hr. | 177.80 | 177.80 | 209.34 |
| Linda K. Eng | 1263 Winnemac Av. | “ | Jr. Clerk | “ | 2.54 Hr. | | | 146.05 |
| Elaine Mizenburg | 1200 W. 108th St. | “ | Typist | “ | 2.36 Hr. | 198.12 | 243.84 | 101.60 |
| Jeanette Williams | 8516 S. Dante | “ | “ | “ | 2.36 Hr. | 203.20 | 204.47 | 208.07 |
| Jonas Baltrukonis | 5627 S. Oakley Av. | Comptrollers | Acct. Aide | “ | 2.76 Hr. | 230.46 | 235.98 | 392.88 |
| Robert Carr | 906 N. Avers | “ | “ | “ | 2.76 Hr. | 235.98 | 144.90 | 324.30 |
| Joseph J. Cherone | 5244 W. Race Av. | “ | “ | “ | 2.76 Hr. | 227.70 | 204.24 | 431.94 |
| Jacob Fogelhut | 2134 W. Division St. | “ | “ | “ | 2.76 Hr. | | 95.22 | 342.24 |
| Thomas Herold | 2956 W. 83rd St. | “ | “ | “ | 2.76 Hr. | | 96.60 | 434.70 |
| Paul Martinez | 8106 S. Escanaba | “ | “ | “ | 2.76 Hr. | 223.56 | 137.31 | 265.65 |
| John Sepiol | 3119 W. 84th Pl. | “ | “ | “ | 2.76 Hr. | 213.90 | 237.36 | 427.80 |
| Ann Tolbert | 546 E. 134th Pl. | “ | “ | “ | 2.76 Hr. | 248.40 | 207.69 | 271.86 |
| Aida Alicea | 2436 N. Kimball Av. | Corporation Counsel | Legal Steno. | “ | 567.00 Mo. | 567.00 | 567.00 | 567.00 |
| Linda M. Baske | 8047 S. Mozart St. | “ | Legal Typist | “ | 424.00 Mo. | | | 183.74 |
| Mary Lynne Braband | 5507 N. Major Av. | “ | “ | Special | 424.00 Mo. | | | 381.61 |
| Richard A. Devine | 7389 N. Damen Av. | “ | | Corporate | 1,123.00 Mo. | | 973.28 | 1,123.00 |
| John F. Donahue | 3813 W. 55th Pl. | “ | Law Clerk | Special | 445.00 Mo. | | | 415.34 |
| Elizabeth Foran | 6156 N. Knox Av. | “ | Legal Typist | “ | 424.00 Mo. | | | 310.91 |
| Michael F. Frost | 9737 S. Damen Av. | “ | Law Clerk | “ | 445.00 Mo. | | | 326.36 |
| Laurie R. Grossman | 7801 S. South Shore Dr. | Corp. Counsel | Legal Typist | Special | 424.00 Mo. | | | 381.61 |
| James Kaplan | 21 W. Goethe | “ | Law Clerk | “ | 445.00 Mo. | 59.28 | 66.69 | 445.00 |
| James Kromer | 3950 N. Lake Shore Dr. | “ | “ | “ | 445.00 Mo. | | | 222.50 |
| Lawrence W. Levin | 1055 W. Catalpa | “ | “ | “ | 445.00 Mo. | | | 370.85 |
| Daniel Lynch | 1718 W. 91st Pl. | “ | “ | “ | 445.00 Mo. | 222.50 | 14.82 | 486.73 |
| William McKenzie | 558 Belden Av. | “ | Spec. Asst. | Corporate | 1,582.00 Mo. | 1,582.00 | 1,582.00 | 1,582.00 |
| William L. Meyers | 1750 N. Wells St. | “ | Law Clerk | Special | 445.00 Mo. | | | 118.64 |
| James Murray | 2850 W. Seipp St. | “ | “ | “ | 445.00 Mo. | 222.50 | 222.50 | 468.00 |
| Joseph M. Sconza | 2625 E. 92nd St. | “ | “ | “ | 445.00 Mo. | | | 296.65 |
| James Toohey | 1343 W. Rosedale | “ | “ | “ | 445.00 Mo. | 222.50 | | |
| Roger D. Weissman | 2037 W. Jarvis | “ | “ | “ | 445.00 Mo. | | | 326.36 |
| Thomas G. White | 717 Bittersweet | “ | “ | “ | 445.00 Mo. | | | 326.36 |
| David Warren Fergueson | 675 W. Roscoe St. | Data Center | Sr. App. Designer | Corporate | 1,020.00 Mo. | 1,020.00 | 1,020.00 | 1,020.00 |
| Norman Gibons | 5737 N. Kenmore Av. | “ | “ | “ | 925.00 Mo. | 925.00 | | |

### Personal Services Paid by Voucher during Months of April, May and June, 1969.

| *Name* | *Address* | *Department* | *Title* | *Account* | *Rate* | *April* | *May* | *June* |
|---|---|---|---|---|---|---|---|---|
| Joseph Hernandez | 656 W. Wrightwood | Data Center | Sup. of Computer Operations | Corporate | $ 797.00 Mo. | $ 797.00 | $ | $ |
| Joseph T. Konieczka | 2509 S. Elmwood Av. | “ | Sr. System Eng. | “ | 1,179.00 Mo. | 1,179.00 | 1,179.00 | 1,179.00 |
| Terry Ann McElvogue | 1814 W. 79th St. | “ | Data Control Coder | “ | 491.00 Mo. | 515.00 | 515.00 | 257.50 |
| Jack Meyer | 5219 S. Marshfield | “ | Sr. App. Designer | “ | 925.00 Mo. | 925.00 | 925.00 | 925.00 |
| Terence E. Murphy | 6738 S. Homan | “ | Staff Asst. | “ | 1,020.00 Mo. | 1,020.00 | 1,020.00 | 1,020.00 |
| Lydia Swanson | 831 W. Cornelia | “ | Sr. Typist | “ | 445.00 Mo. | 445.00 | 445.00 | 445.00 |
| Mary Dyson | 4423 S. Vincennes | “ | Secretary | “ | 2.36 Hr. | 89.68 | 99.12 | 21.24 |
| Stephen J. Feinberg | 7337 South Shore Dr. | Dev. & Planning | Land Survey | Special | | | | 343.70 |
| Peter Gross | 317 W. Belden | “ | “ | “ | | | | 327.33 |
| Darlene Malec | 5210 W. 54th St. | “ | Secretary | Corporate | 2.36 Hr. | 120.36 | 99.12 | 42.48 |
| Dusko Misic | 2347 W. 19th St. | “ | Inf. Representative I | Special | 491.00 Mo. | | | 491.00 |
| Thomas O'Hare | 10114 S. Fairfield | “ | Land Survey | “ | | | | 360.07 |
| Therese Pech | 3147 S. Morgan | “ | Secretary | Corporate | 2.36 Hr. | 161.66 | 127.44 | 67.26 |
| Linda Smith | 2328 E. 70th St. | “ | “ | “ | 2.36 Hr. | 77.88 | 89.68 | |
| Arlene Tuman | 5146 S. Keeler Av. | “ | “ | “ | 2.36 Hr. | 197.06 | 173.46 | 66.08 |
| Delores Williams | 4114 S. Vincennes | “ | “ | “ | 2.36 Hr. | 148.68 | 172.28 | 80.24 |
| Joby Berman | 907 Elmwood St., Wilmette | Economic and Cultural Develop. | City Planner III | “ | 818.00 Mo. | 420.40 | 504.48 | 546.52 |
| Edmond Kornowicz | 4855 S. Wolcott Av. | “ | City Planner IV | “ | 1,020.00 Mo. | 1,019.92 | 509.96 | |
| Maria J. Moyet | 1822 S. Blue Island Av. | “ | Research Asst. | Special | 2.00 Hr. | 186.00 | 170.00 | 168.00 |
| Mrs. Margaret L. Brady | 5705 N. Oketo | Fire Dept. | Widows Check | Corporate | 1,185.00 Mo. | | | 1,185.00 |
| Mrs. Eleanor Daugherty | 2941 N. Austin Blvd. | “ | Widows Pension | “ | 1,233.00 Mo. | 1,233.00 | 1,233.00 | 1,233.00 |
| Mrs. Maria Descher | 3513 W. Montrose Av. | “ | “ | “ | 750.00 Mo. | 750.00 | 750.00 | 750.00 |
| Mrs. Marion B. Fisher | 4960 N. Mango | “ | “ | “ | 875.00 Mo. | 875.00 | 875.00 | 875.00 |
| William Grady | 1056 W. 108th Pl. | Fire Dept. | Fire Alarm Operator | Corporate | | | 5,338.75 | |
| M. S. Bhorade, M.D. | 1712 Nelson St. | Health | | Special | 12.00 Hr. | 78.00 | 168.00 | 114.00 |
| Jean Civinelli | 1639 N. Normandy | “ | Sr. Med. Interviewer | Health | 3.93 Hr. | 448.02 | 516.79 | 510.90 |
| Paul Deenadayalu, M.D. | 720 S. Wolcott | “ | | Special | 12.00 Hr. | 54.00 | 144.00 | |
| Dr. Marlene Goodfriend | 807 N. Wabash Av. | “ | Med. Student | Health | 300.00 Mo. | 300.00 | 300.00 | 151.90 |
| Joe Howard | 1410 W. 14th St. | “ | Janitor | “ | 2.52 Hr. | 342.72 | 332.64 | 365.40 |
| George Joseph | 4947 S. Federal | “ | “ | “ | 2.52 Hr. | 384.30 | 291.06 | 252.00 |
| Pravin Kapadin | 720 S. Wolcott | “ | Doctor | “ | 12.00 Hr. | 162.00 | 144.00 | 90.00 |
| Rento Katabig | 1835 W. Berteau | “ | “ | “ | 12.00 Hr. | 108.00 | | |
| A. Kudchakes | 1130 S. Michigan | “ | “ | “ | 12.00 Hr. | 828.00 | 828.00 | 828.00 |
| Fred Luckett | 551 E. 36th Pl. | “ | Janitor | “ | 2.52 Hr. | 211.68 | 221.76 | 211.68 |
| Olivia McMorris | 2731 S. Dearborn St. | “ | “ | “ | 2.52 Hr. | 131.04 | 131.04 | 131.04 |
| Dr. Robert A. Miller | 700 N. Michigan Av. | “ | Physician | Corporate | 14.00 Hr. | 175.00 | 56.00 | 168.00 |
| Warren Mousel | 3962 N. Elston Av. | “ | Janitor | Health | 2.52 Hr. | 120.96 | 120.96 | 120.96 |
| Edna Pardo | 4833 W. Crystal St. | “ | Interviewer | “ | 3.93 Hr. | 257.42 | 184.71 | 336.01 |
| G. Ranganath | 823 Buena, Apt. 1302 | “ | Doctor | “ | 12.00 Hr. | | 192.00 | 300.00 |
| Althura Reddy | 720 S. Wolcott Av. | “ | “ | “ | 12.00 Hr. | 414.00 | 252.00 | 246.00 |
| Laurence Rolaff | 338 W. 110th St. | “ | Janitor | “ | 2.52 Hr. | 151.20 | 151.20 | 151.20 |
| A. Roland | 720 S. Wolcott Av. | “ | Doctor | “ | 12.00 Hr. | 114.00 | 120.00 | 36.00 |
| Illar G. Sathyana | 5530 W. Van Buren St. | “ | “ | “ | 12.00 Hr. | 162.00 | 150.00 | 168.00 |
| Dr. Maria Serratto | 3000 N. Sheridan Rd. | “ | Physician | “ | 14.00 Hr. | 56.00 | 98.00 | 56.00 |

### Personal Services Paid by Voucher during Months of April, May and June, 1969.

| *Name* | *Address* | *Department* | *Title* | *Account* | *Rate* | *April* | *May* | *June* |
|---|---|---|---|---|---|---|---|---|
| Norman Shephard | 911 N. Hudson | Health | Janitor | Health | $ 2.52 Hr. | $ 191.25 | $ 181.44 | $ 171.86 |
| Jaspal Singh | 130 N. Parkside | " | Doctor | " | 12.00 Hr. | | 180.00 | 42.00 |
| Dr. David Stevig | 444 W. Roslyn Pl. | " | Med. Student | " | 300.00 Mo. | 300.00 | 300.00 | 230.65 |
| Venancio Tevis | 1833 W. Berteau | " | Doctor | " | 12.00 Hr. | 348.00 | 480.00 | 342.00 |
| Joseph E. Thurston | 7716 S. Kenton | " | Consultant | Corporate | 998.00 Mo. | 998.00 | 998.00 | 998.00 |
| Dr. Timothy Tully | 710 N. Lake Shore Dr. | " | Med. Student | Health | 300.00 Mo. | 300.00 | 300.00 | 230.65 |
| Gregoria Yanong | 1629 W. Cullom | " | Doctor | " | 12.00 Hr. | 390.00 | 714.00 | 858.00 |
| Procopia Yanong | 1622 W. Berteau | " | " | " | 12.00 Hr. | 246.00 | 378.00 | 438.00 |
| James H. Johnson | 6151 S. Evans Av. | House of Correction | Pharmacist | Corporate | 3.65 Hr. | 17.34 | | |
| Judge Jones | 6017 St. Lawrence Av. | " | " | " | 5.00 Hr. | 25.00 | 185.00 | 111.25 |
| Mrs. Margie Mitchell | 422 E. 41st St. | " | Matron | " | 540.00 Mo. | 540.00 | 540.00 | 540.00 |
| Arnold S. Marof | 400 W. Deming Pl. | " | Dentist—Vacation Relief | " | 20.00 Da. | | 200.00 | |
| Alfons Morcinek | 2113 W. Concord Pl. | " | Surgical Nurse | " | 728.00 Mo. | 728.00 | 728.00 | 728.00 |
| Robert Willoughby | 515 W. 62nd St. | " | Jr. X-Ray Tech. | " | 2.45 Hr. | 360.16 | 387.71 | 403.64 |
| Joy E. Carter | 9718 S. Yale Av. | " | Jr. Typist | " | 385.00 Mo. | 385.00 | 385.00 | 385.00 |
| Marion De Cuir | 7728 S. Cregier Av. | " | Sr. Steno. | " | 445.00 Mo. | 445.00 | 445.00 | |
| Etta Evans | 5076 W. Van Buren St. | " | Hum. Rel. Off. 1 | " | 656.00 Mo. | 215.00 | 656.00 | 656.00 |
| Thomas Mullins | 9000 S. Laflin St. | Human Relations | " | " | 656.00 Mo. | | | 328.00 |
| Quincy Akins | 6742 East End Av. | Human Resources | Neighborhood Worker III | Corporate | 724.00 Mo. | 362.00 | | |
| Jacqueline Austin | 1048 E. 101st St. | " | Hum. Rel. Off. 1 | " | 689.00 Mo. | 689.00 | 689.00 | 689.00 |
| Sidney Cutler | 7315 N. Campbell | " | Neighborhood Worker I | " | 625.00 Mo. | 625.00 | 625.00 | 625.00 |
| John O. Hardin | 6952 S. Dante | " | Consultant | " | 491.00 Mo. | 392.74 | | |
| Trussel Hawkins | 5700 S. Dr. Martin Luther King Jr. Dr. | " | Janitor | " | 15.00 Mo. | 15.00 | 15.00 | 15.00 |
| William L. Johnson | 5135 S. Federal | " | Neighborhood Worker III | " | 724.00 Mo. | 362.00 | | |
| Ralph Landry | 10053 S. Forest | " | Janitor | " | 1.50 Hr. | 135.00 | 127.50 | 135.00 |
| Charles Lippmeier | 501 N. Central Av. | " | " | " | 1.50 Hr. | | | 66.00 |
| Charlie Lockett | 7704 S. Emerald | " | " | " | 1.50 Hr. | 132.00 | 141.00 | 126.00 |
| Luigi Mariani | 6217 N. Winthrop | " | Hum. Rel. Off. I | " | 689.00 Mo. | 689.00 | 689.00 | 689.00 |
| Mable Mayo | 551 E. 36th Pl. | " | Janitor | " | 1.50 Hr. | 71.25 | 61.50 | 75.00 |
| Nancy Mercer | 501 E. 32nd St. | " | Adm. Asst. II | " | 696.00 Mo. | | 82.00 | |
| David Mills | 4345 S. Prairie Av. | " | N. Worker III | " | 724.00 Mo. | 362.00 | | |
| Frank Musdf | 5314 Leland Av. | " | Janitor | " | 1.50 Hr. | 81.00 | 66.00 | 63.75 |
| Lawrence Richardson | 6842 S. East End | " | Consultant | " | 491.00 Mo. | 392.74 | | |
| Lloyd Riddich | 7249 S. Bennett Av. | " | Janitor | " | 1.50 Hr. | 135.00 | 135.00 | 135.00 |
| Richard Salazar | 5424 W. Van Buren | " | " | " | 1.50 Hr. | 91.50 | 39.75 | |
| Celedonio S. Sanchez | 1719 W. Chicago Av. | " | " | " | 1.50 Hr. | 9.00 | 66.00 | 63.00 |
| John Stasevicius | 716 W. 31st St. | " | " | " | 1.50 Hr. | 102.00 | 99.00 | 94.50 |
| Arthur Walls | 1840 S. Avers | " | " | " | 1.50 Hr. | 120.00 | 121.50 | 109.50 |
| Barry Wright | 8919 S. Blackstone Av. | " | Comm Instruc. Dir. I | " | 880.00 Mo. | 440.00 | | |
| Haroldyne Demus | 6764 S. Peoria Av. | Mayor's Office | Comm. Aide III | Special | 656.00 Mo. | 656.00 | | |
| Freeman R. Thorpe | 9752 S. Lowe | " | " | " | 656.00 Mo. | 656.00 | | |
| Peter Fitzpatrick | 10 S. LaSalle St. | Mayor's Liquor Control Comm. | Hearing Officer | Corporate | 50.00 Hr. | 1,375.00 | | 2,862.50 |
| Morgan F. Murphy Jr. | | " | " | " | 50.00 Hr. | 2,050.00 | 1,275.00 | 1,625.00 |
| Claudia Smau | 4708 S. Ingleside | Model Cities | Custodian | Special | 2.25 Hr. | 54.00 | .50 | 99.00 |
| Mary K. Taylor | 850 W. Ainslie Av. | " | Clerical Typist | " | 3.00 Hr. | | | 117.00 |

PERSONAL SERVICES PAID BY VOUCHER DURING MONTHS OF APRIL, MAY AND JUNE, 1969.

| *Name* | *Address* | *Department* | *Title* | *Account* | *Rate* | *April* | *May* | *June* |
|---|---|---|---|---|---|---|---|---|
| John F. Cusack | 6900 S. Constance | Motion Picture Appeal Bd. | Board Member | Corporate | $ 50.00 Mtg. | $ | $ | $ |
| Mrs. Norman H. Gerlach | 421 W. Melrose St. | " | " | " | 50.00 Mtg. | | | 700.00 |
| Dr. Ner Littner | 180 N. Michigan Av. | " | " | " | 50.00 Mtg. | | | 300.00 |
| Dr. Henry Rago | 1707 N. Park Av. | " | " | " | 50.00 Mtg. | | 450.00 | |
| Dr. Matthew H. Schoenbaum | 820 N. Michigan Av. | " | " | " | 50.00 Mtg. | | | 800.00 |
| Linda L. Ball | 847 N. Monticello Av. | M. T. S. | Jr. X-Ray Tech. | M.T.S. | 2.93 Hr. | 52.74 | 52.74 | 238.80 |
| Myra E. Cayten | 214 Greenwood Av. | " | Nurse Anest. | " | 35.00 Vt. | | 70.00 | |
| Lucius M. Conrad | 5348 W. Warner Av. | " | Sr. Dentist PT-B | " | 571.00 Mo. | 456.80 | 571.00 | 571.00 |

# REPORTS OF COMMITTEES.

Committee reports were submitted as indicated below. *No request under the statute was made by any two aldermen present to defer any of said reports for final action thereon, to the next regular meeting of the City Council, except where otherwise indicated.*

## COMMITTEE ON FINANCE.

### Transfers of Funds in Appropriations Authorized and Directed.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, to authorize and direct transfers of funds in certain appropriations.

On motion of Alderman Keane the said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Despres, Rayner, Cousins, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—42.

*Nays*—None.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City Comptroller and the City Treasurer are authorized and directed to make the following transfers of funds for the year 1969. The department heads making the requests for these transfers have certified that such transfers from the accounts shown will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1969, payable from such appropriations:

| *From Account* | *Purpose* | *Amount* | *To Account* | *Purpose* | *Amount* |
|---|---|---|---|---|---|
| | | DEPARTMENT OF BUILDINGS | | | |
| 100.4300.005 | Salaries and Wages—on Payroll | $331,583.00 | 100.4300.149 | Professional and technical services | $ 58,412.00 |
| | | | 100.4300.175 | Transportation charges (exclusive of travel) | 4,000.00 |
| | | | 100.4300.350 | Stationery and office supplies | 46,850.00 |
| | | | 100.4300.422 | Office machines | 18,221.00 |
| | | | 100.4300.445 | Technical and scientific equipment | 4,100.00 |
| | | | 100.4300.801 | Demolition of buildings | 200,000.00 |
| | | CHICAGO CIVIL DEFENSE CORPS | | | |
| 320.4810.804 | For procuring and storage of medical supplies and equipment as may be authorized | 20,000.00 | 320.4810.161 | Repair and maintenance of facilities | 20,000.00 |
| | | CITY COLLECTOR | | | |
| 100.1545.130 | Postage and Postal Charges | 1,000.00 | 100.1545.350 | Stationery and office supplies | 1,000.00 |

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### Certain Unincorporated Territory North and South of W. 77th St. between S. Lavergne and S. Cicero Aves. Annexed to City of Chicago and Classified for Zoning Purposes.

The Committee on Finance, to which had been referred (on July 15, 1969) a petition of John P. Murray for annexation to the City of Chicago of certain unincorporated territory contiguous to the 13th Ward and lying north and south of W. 77th Street between S. Lavergne Avenue and S. Cicero Avenue submitted a report recommending that the City Council pass four proposed ordinances transmitted therewith, to annex to the City of Chicago the aforesaid described territory and to classify said territory for zoning purposes.

On separate motions made by Alderman Keane *each* of said proposed ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Despres, Rayner, Cousins, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—42.

*Nays*—None.

The following are said ordinances as passed:

*Territory South of W. 77th St.*

WHEREAS, A written petition signed by the owner of record of the lands hereinafter described and all electors residing thereon has been filed with the City Clerk of the City of Chicago pursuant to the provisions of Section 7-1-7 of Chapter 24 of the 1967 Illinois Revised Statutes; and

WHEREAS, Said petition requests that said lands hereinafter described be annexed to the City of Chicago; and

WHEREAS, Said lands hereinafter described are presently located in unincorporated territory contiguous to the City of Chicago; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the territory described as follows:

Lots 12 to 31 inclusive and lots 33 to 41 inclusive in Cicero Avenue and 77th Street Subdivision being a Subdivision of the South 1/5th of the North 5/12 of the South 60 Acres of the East ½ of the Southeast ¼ of Section 28, Township 38 North, Range 13 East of the Third Principal Meridian including S. Lamon Avenue, S. Laporte Avenue, the East ½ of S. Lavergne Avenue and all public alleys adjoining said lots in Cook County, Illinois.

*and*

*Parcel 1:* The South 1/7th of the North 7/12ths of the South 60 Acres of the East ½ of the Southeast ¼ of Section 28, Township 38 North, Range 13 (except that part described as follows: Beginning at a point on the North line of said Tract, 50 feet West of the center line of Cicero Avenue, thence West a distance of 24.06 feet, thence South on a Radius of 290 feet a distance of 98.72 feet to the west line of Cicero Avenue, thence North on the West line of Cicero Avenue to the place of beginning), all East of the Third Principal Meridian in Cook County, Illinois.

*and*

*Parcel 2:* The South 1/6th of the North 6/12ths of the South 60 Acres of the East ½ of the Southeast ¼ of Section 28, Township 38 North, Range 13 (except that part lying East of a line described as follows: Beginning at a point in the North line of said south 1/6th of the North 6/12ths of the South 60 Acres, said point 364.24 feet West of measured along said North line, the East line of said Section 28; thence South 164.34 feet to a point in the South line of said South 1/6th of the North 6/12ths of the South 60 Acres said point being 364.39 feet East of measured along said South line the aforesaid East line of Section 28) East of the Third Principal Meridian, in Cook County, Illinois,

said lands being located in unincorporated territory contiguous to the City of Chicago be and the same is hereby annexed to the corporate limits of the City of Chicago and the 13th Ward thereof.

SECTION 2. The City Clerk is hereby directed to file in the Office of the Recorder of Deeds of Cook County, Illinois, in the manner and form and at the time prescribed by statute in such case made and provided, a certified copy of this ordinance, and a proper map of the territory hereby annexed duly certified by the Mayor and City Clerk.

SECTION 3. This ordinance shall take effect and be in force from and after its passage.

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*Zoning Classification of Annexed Area (R4)*

WHEREAS, The Corporate Authorities of the City of Chicago, have by ordinance annexed certain lands as hereinafter described; and

WHEREAS, The Department of Development of Planning pursuant to the provisions of Article 5.4 of the Comprehensive Zoning Amendment of the City of Chicago, has reviewed said annexation and made certain recommendations concerning zoning of said territory; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the territory described as follows:

Lots 12 to 31 inclusive and lots 33 to 41 inclusive in Cicero Avenue and 77th Street Subdivision being a Subdivision of the South 1/5th of the North 5/12 of the South 60 Acres of the East ½ of the Southeast ¼ of Section 28, Township 38 North, Range 13 East of the Third Principal Meridian including S. Lamon Avenue, S. Laporte Avenue, the East ½ of S. Lavergne Avenue and all public alleys adjoining said lots in Cook County, Illinois.

*and*

*Parcel 1:* The South 1/7th of the North 7/12ths of the South 60 Acres of the East ½ of the Southeast ¼ of Section 28, Township 38 North, Range 13 (except that part described as follows: Beginning at a point on the North line of said Tract, 50 feet West of the center line of Cicero Avenue, thence West a distance of 24.06 feet, thence South on a Radius of 290 feet a distance of 98.72 feet to the West line of Cicero Avenue, thence North on the West line of Cicero Avenue to the place of beginning) all East of the Third Principal Meridian in Cook County, Illinois.

*and*

*Parcel 2:* The South 1/6th of the North 6/12ths of the South 60 Acres of the East ½ of the Southeast ¼ of Section 28, Township 38 North, Range 13 (except that part lying East of a line described as follows: Beginning at a point in the North line of said south 1/6th of the North 6/12ths of the South 60 Acres, said point 364.24 feet West of measured along said North line, the East line of said Section 28; thence South 164.34 feet to a point in the South line of said South 1/6th of the North 6/12ths of the South 60 Acres said point being 364.39 feet East of measured along said South line, the aforesaid East line of Section 28) East of the Third Principal Meridian, in Cook County, Illinois,

be and are hereby zoned R4 General Residence District.

SECTION 2. That this ordinance shall be in force and effect from and after its passage and filing of the annexation ordinance concerning said lands hereinbefore described.

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### *Territory North of W. 77th St.*

WHEREAS, A written petition signed by the owner of record of the lands hereinafter described and all electors residing thereon has been filed with the City Clerk of the City of Chicago pursuant to the provisions of Section 7-1-7 of Chapter 24 of the 1967 Illinois Revised Statutes; and

WHEREAS, Said petition requests that said lands hereinafter described be annexed to the City of Chicago; and

WHEREAS, Said lands hereinafter described are presently located in unincorporated territory contiguous to the City of Chicago; now, therefore,

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the territory described as follows:

The South ¼ of the North 4/12 of the South 60 Acres of the East ½ of the Southeast ¼ of Section 28, Township 38 North, Range 13 East of the Third Principal Meridian, including 77th Street South of and adjoining the South line of said South ¼ in Cook County, Illinois (excepting that part thereof lying East of a line described as follows: Beginning at a point in the North line of said South ¼ of the North 4/12 of the South 60 Acres, said point being 363.94 feet West of the East line of said Section 28; thence South to a point in the South line of said South ¼ of the North 4/12 of the South 60 Acres, said point being 364.09 feet West of the East line of said Section 28).

*Also*

The South ⅓ of the North 3/12 of the South 60 Acres of the East ½ of the Southeast ¼ of Section 28, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois (excepting from said premises the North 120 feet thereof, and also excepting that part described as follows: Beginning at a point on the East line of the said Section 28, located 17.85 feet North of the South line of the South ⅓ of the North 3/12 of the South 60 Acres of the East ½ of the Southeast ¼ of said Section; thence West along a line 17.85 feet North of and parallel to said South line 363.92 feet, thence South 17.85 feet to the aforesaid South line; thence East along said South line 363.94 feet to the aforesaid East line of the said Section 28, thence North along said East line of Section 28 to the point of beginning.)

said lands being located in unincorporated territory contiguous to the City of Chicago be and the same is hereby annexed to the corporate limits of the City of Chicago and the 13th Ward thereof.

SECTION 2. The City Clerk is hereby directed to file in the Office of the Recorder of Deeds of Cook County, Illinois, in the manner and form and at the time prescribed by statute in such case made and provided, a certified copy of this ordinance, and a proper map of the territory hereby annexed, duly certified by the Mayor and City Clerk.

SECTION 3. This ordinance shall take effect and be in force from and after its passage.

---

### *Zoning Classification of Annexed Area (C4)*

WHEREAS, The Corporate Authorities of the City of Chicago, have by ordinance annexed certain lands as hereinafter described; and

WHEREAS, The Department of Development and Planning pursuant to the provisions of Article 5.4 of the Comprehensive Zoning Amendment of the City of Chicago, has reviewed said annexation and made certain recommendations concerning zoning of said territory; now, therefore,

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the territory described as follows:

The South ¼ of the North 4/12 of the South 60 Acres of the East ½ of the Southeast ¼ of Section 28, Township 38 North, Range 13 East of the Third Principal Meridian, including 77th Street South of and adjoining the South line of said South ¼ in Cook County, Illinois (excepting that part thereof lying East of a line described as follows: Beginning at a point in the North line of said South ¼ of the North 4/12 of the South 60 Acres, said point being 363.94 feet West of the East line of said Section 28; thence South to a point in the South line of said South ¼ of the North 4/12 of the South 60 Acres, said point being 364.09 feet West of the East line of said Section 28).

*Also*

The South ⅓ of the North 3/12 of the South 60 Acres of the East ½ of the Southeast ¼ of Section 28, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois (excepting from said premises the North 120 feet thereof, and also excepting that part described as follows: Beginning at a point on the East line of said Section 28, located 17.85 feet North of the South line of the South ⅓ of the North 3/12 of the South 60 Acres of the East ½ of the Southeast ¼ of said Section; thence West along a line 17.85 feet North of and parallel to said South line 363.92 feet, thence South 17.85 feet to the aforesaid South line; thence East along said South line 363.94 feet to the aforesaid East line of the said Section 28, thence North along said East line of Section 28 to the point of beginning.)

be and are hereby zoned C4 Motor Freight Terminal District.

SECTION 2. That this ordinance shall be in force and effect from and after its passage and filing of the annexation ordinance concerning said lands hereinbefore described.

### Acceptance of Low Bid in Excess of Project Temporary Loan Interest Rate Ratified and Confirmed and Acceptance Authorized of Waiver by U.S.A.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

WHEREAS, The City of Chicago (herein called the "Local Issuing Agency") received bids on August 12, 1969 for the Tenth Series 1969 Project Notes in the amount of $1,075,000, as advertised on July 29, 1969; and

WHEREAS, The bid of the Bank of America and First National City Bank at an interest rate of 5.74%, with a premium of $26.00, was the low bid; and the Comptroller of the Local Issuing Agency advised said bidder that it was the successful low bidder; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The action of the City Comptroller of the Local Issuing Agency in awarding on August 12, 1969 on behalf of the Local Issuing Agency, to the lowest bidder or bidders acceptable to the United States Department of Housing and Urban Development the Local Issuing Agency's project notes offered on that day notwithstanding the fact that the lowest acceptable bid or bids received exceeded the project temporary loan interest rate specified in the applicable loan and capital grant contract (or contracts) is hereby ratified and confirmed.

SECTION 2. The action of the City Comptroller in accepting on behalf of the Local Issuing Agency a waiver by the Government of the provisions of Section 301(c) of Part II of Contract Ill. R-37(LG) and a commitment by the Government to make a supplemental grant in the amount of the excess interest is hereby ratified and confirmed.

SECTION 3. Any and all prior ordinances of the Local Issuing Agency are hereby amended to the extent necessary to authorize, ratify and confirm the action of the City Comptroller in making the awards on August 12, 1969 and accepting the waiver as herein provided.

SECTION 4. This ordinance shall take effect immediately.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Despres, Rayner, Cousins, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—42.

*Nays*—None.

### Approval Given to Amendment No. 1 to Urban Mass Transportation Capital Grant Contract No. H-751, Project No. Ill.-UTG-1 with U.S.A. for Financing Englewood Rapid Transit Route.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Amendment No. 1 to Urban Mass Transportation Capital Grant Contract Number H-751, Project No. ILL-UTG-1, between the United States of America, Secretary of Transportation and the City of Chicago for assistance to aid in financing the construction of an extension of the Englewood Branch of the Rapid Transit Route and Terminal Facilities, as hereinafter set out, is hereby in all respects approved.

Amendment to Urban Mass Transportation
Capital Grant Contract

This Amendatory Agreement by and between the United States of America (herein called the "Government") and the City of Chicago, Illinois (herein called the "Public Body");

WITNESSETH:

WHEREAS, The parties have entered into an Urban Mass Transportation Capital Grant Contract as of the 10th day of October 1966, pursuant to which the Public Body agreed to undertake an urban mass transportation capital improvement project and the Government agreed to provide financial assistance to the Public Body in the form of a capital grant; and

WHEREAS, The purpose of this Amendment is to revise the Urban Mass Transportation Capital Grant Contract to increase the estimated net project cost to accurately reflect the cost of the Project to the undertaken and to provide for additional improvements in the Station and Transportation Building.

Now, Therefore, In consideration of the mutual promises herein set forth the parties hereto agree that the Urban Mass Transportation Capital Grant Contract shall be amended as follows:

Section 1. The last paragraph of Section 2 is modified to read as follows:

> "It is estimated that the total cost of the Project will not exceed Six Million Seven Hundred Thirty-six Thousand Seven Hundred Seventy-five Dollars ($6,736,775.00)."

Section 2. The first paragraph of Section 3 is modified to read as follows:

> "*The Grant*—In order to assist the Public Body in financing that portion of the total cost of the Project which the Department of Transportation (DOT) determines cannot reasonably be financed from revenues of the public transportation system in which the Project facilities and equipment are to be used (herein called the "Net Project Cost"), such Net Project Cost being estimated to be Six Million Seven Hundred Thirty-six Thousand Seven Hundred Seventy-five Dollars ($6,736,775.00), The Government will make a relocation grant in an amount not to exceed One Hundred Four Thousand Six Hundred Fifty Dollars ($104,650.00) and a Grant in an amount equal to two-thirds of the actual Net Project Cost, (exclusive of relocation costs payable from the relocation grant), as determined by DOT upon completion of the Project, or in the amount of Four Million Four Hundred Twenty-one Thousand Four Hundred Sixteen Dollars ($4,421,416.00), whichever is the lesser.

Section 3. *Labor Warranty*—The terms and conditions of the agreement for employee protection dated April 16, 1966 applicable to the original Project, are made applicable to this Amendment.

Section 4. Section 7 is added to read as follows:

"*Modification to Terms and Conditions*—In accord with Reorganization Plan No. 2 of 1968 the responsibility for the administration of this Project is vested in the Department of Transportation. Therefore, references in the Terms and Conditions, Form H-512(b) dated 6-66, forming Part II of this Contract, to the Department of Housing and Urban Development and Urban Transportation Administration shall mean the Department of Transportation and the Urban Mass Transportation Administration."

In Witness Whereof, the Public Body has caused this Amendatory Agreement to be duly executed in its behalf, and, thereafter the Government has caused the same to be duly executed in its behalf this .................. day of .................................., 1969.

Seal

CITY OF CHICAGO
Illinois

By.............................

Attest

............................
Title

UNITED STATES OF AMERICA
DEPARTMENT OF
TRANSPORTATION
By..........................................
Assistant Administrator
Urban Mass Transportation
Administration

SECTION 2. The Mayor is hereby authorized to execute said Amendment No. 1 and the City Clerk is authorized and directed to attest thereto and impress the Corporate Seal of the City thereon.

SECTION 3. This ordinance shall be effective from and after its passage.

Alderman Cousins and others presented an amendment concerning workers on the project.

Alderman Keane moved to Refer the Amendment to the Committee on Finance. The motion *Prevailed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Metcalfe, Bohling, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, Fried, Fifielski, Kerwin, Wigoda—38.

*Nays*—Aldermen Hubbard, Despres, Rayner, Cousins, Simon, McCutcheon, Singer, O'Rourke, Sperling—9.

Alderman Keane then moved to pass said proposed ordinance. The motion prevailed and said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Metcalfe, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—44.

*Nays*—Aldermen Hubbard, Despres—2.

Alderman Kuta moved to *Reconsider* the foregoing vote. The motion was *Lost.*

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## Approval Given to Amendment No. 1 to Urban Mass Transportation Capital Grant Contract No. H-832, Project No. Ill.-UTG-2 with U.S.A. for Construction of Mass Transit Facilities in John F. Kennedy Expressway.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. Amendment No. 1 to Urban Mass Transportation Capital Grant Contract Number H-832, Project No. ILL-UTG-2, between the United States of America, Secretary of Transportation, and the City of Chicago for assistance to aid in financing the construction of Mass Transit Facilities in the John F. Kennedy Expressway, as hereinafter set out, is hereby in all respects approved:

Amendment to Urban Mass Transportation Capital Grant Contract

This Amendatory Agreement by and between the United States of America (herein called the "Government") and the City of Chicago, Illinois (herein called the "Public Body");

WITNESSETH:

WHEREAS, The parties have entered into an Urban Mass Transportation Capital Grant Contract as of the 26th day of July 1967, pursuant to which the Public Body agreed to undertake an urban mass transportation capital improvement project and the Government agreed to provide financial assistance to the Public Body in the form of a capital grant; and

WHEREAS, The purpose of this Amendment is to revise the Urban Mass Transportation Capital Grant Contract to increase the estimated net project cost to accurately reflect the cost of the Project to be undertaken and to provide for additional improvements in the project such as additional stations and passenger facility improvements; now, therefore,

In consideration of the mutual promises herein set forth the parties hereto agree that the Urban Mass Transportation Capital Grant Contract shall be amended as follows:

Section 1. Section 2 is modified to read as follows:

"*The Project*—The Public Body agrees to undertake and complete the Project, and to provide for the use of Project facilities and equipment, substantially as described in its Application as amended filed with and approved by the Government and in accordance with the terms and conditions of this Contract. The project consists of a 5.2 mile extension of Chicago Transit Authority's (CTA) West-Northwest rapid transit line. The extension will run from the existing terminal at Logan Square to the median of the Kennedy Expressway and continue in the expressway median to the Milwaukee Avenue crossing of the expressway. The principal components of the project are: land acquisition; bridge superstructures; elevated track structure, including temporary structures and staging items; track structure inclines and portals, including staging of construction; subway structure, including drainage, ventilation and emergency exits; street temporary decking and reconstruction; building under-pinning and associated work; City-owned utility maintenance and reconstruction; miscellaneous construction items along median; station facilities; track work; traction power facilities; signal equipment; communication facilities; transportation building; inspection shed; demolition of existing Logan Square terminal facilities; landscaping; administrative, engineering and architectural services; relocation payments; and contingencies."

"It is estimated that the total cost of the Project will not exceed Fifty Million Two Hundred Forty-two Thousand Dollars ($50,242,000.00)."

Section 2. The first paragraph of Section 3 is modified to read as follows:

"*The Grant*—In order to assist the Public Body in financing that portion of the total cost of the Project which the Department of Transportation (DOT) determines cannot reasonably be financed from revenues of the public transportation system in which the Project facilities and equipment are to be used (herein called the "Net Project Cost"), such Net Project Cost being estimated to be Fifty Million Two Hundred Forty-two Thousand Dollars ($50,242,000.00), the Government will make a relocation grant in an amount not to exceed One Hundred Twenty-Five Thousand Dollars ($125,000.00) and a Grant in an amount equal to two-thirds of the actual Net Project Cost (exclusive of relocation costs payable from the relocation grant), as determined by DOT upon completion of the Project, or in the amount of Thirty-three Million Four Hundred Eleven Thousand Three Hundred Thirty-three Dollars ($33,411,333.00), whichever is the lesser."

Section 3. *Labor Warranty*—The terms and conditions applicable to the original Project, detailed in the contracts with the Amalgamated Transit Union dated January 23, 1967 and February 16, 1967, and with the Railway Labor Executives Association dated March 9, 1967, are made applicable to this Amendment.

Section 4. Section 7 is added to read as follows:

"*Modification to Terms and Conditions*—In accord with Reorganization Plan No. 2 of 1968 the responsibility for the administration of this Project is vested in the Department of Transportation. Therefore, references in the Terms and Conditions, Form H-512(b) dated 6-66, forming Part II of this Contract, to the Department of Housing and Urban Development and the Urban Transportation Administration shall mean the Department of Transportation and the Urban Mass Transportation Administration."

In Witness Whereof, the Public Body has caused this Amendatory Agreement to be duly executed in its behalf, and, thereafter the Government has caused the same to be duly executed in its behalf this ...................... day of ......................, 1969.

Seal
Attest
.............................
Title

CITY OF CHICAGO
ILLINOIS
By.............................................

UNITED STATES OF AMERICA
DEPARTMENT OF
TRANSPORTATION
By.............................................
Assistant Administrator
Urban Mass Transportation
Administration

SECTION 2. The Mayor is hereby authorized to execute said Amendment No. 1 and the City Clerk is authorized and directed to attest thereto and impress the Corporate Seal of the City thereon.

SECTION 3. This ordinance shall be effective from and after its passage.

Alderman Cousins and others presented an amendment concerning workers on the project.

Alderman Keane moved to Refer the Amendment to the Committee on Finance. The motion *Prevailed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Metcalfe, Bohling, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, Fried, Fifielski, Kerwin, Wigoda—38.

*Nays*—Aldermen Hubbard, Despres, Rayner, Cousins, Simon, McCutcheon, Singer, O'Rourke, Sperling—9.

Alderman Keane then moved to pass said proposed ordinance. The motion prevailed and said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Metcalfe, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Stasczuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—44.

*Nays*—Aldermen Hubbard, Despres—2.

Alderman Kuta moved to *Reconsider* the foregoing vote. The motion was *Lost.*

## Approval Given to Amendment No. 1 to Urban Mass Transportation Capital Grant No. H-833, Project No. Ill.-UTG-4 with U.S.A. for Construction of Mass Transit Facilities in Dan Ryan Expressway.

**The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:**

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Amendment No. 1 to Urban Mass Transportation Capital Grant Contract No. H-833, Project No. ILL-UTG-4 between the United States of America, Secretary of Transportation, and the City of Chicago for assistance to aid in financing the construction of Mass Transit Facilities in the Dan Ryan Expressway, as hereinafter set out, is in all respects approved:

Amendment to Urban Mass Transportation
Capital Grant Contract

This Amendatory Agreement by and between the United States of America (herein called the "Government") and the City of Chicago, Illinois (herein called the "Public Body");

WITNESSETH:

WHEREAS, The parties have entered into an Urban Mass Transportation Capital Grant Contract as of the 26th day of July, 1967, pursuant to which the Public Body agreed to undertake an urban mass transportation capital improvement project and the Government agreed to provide financial assistance to the Public Body in the form of a capital grant; and

WHEREAS, The purpose of this Amendment is to revise the Urban Mass Transportation Capital Grant Contract to increase the estimated net project cost to accurately reflect the cost of the Project to be undertaken and to provide for additional improvements in the project such as an additional station, bridgework, and passenger facility improvements; now, therefore,

In consideration of the mutual promises herein set forth the parties hereto agree that the Urban Mass Transportation Capital Grant Contract shall be amended as follows:

Section 1. Section 2 is modified to read as follows:

"*The Project*—The Public Body agrees to undertake and complete the Project, and to provide for the use of Project facilities and equipment, substantially as described in its Application as amended filed with and approved by the Government and in accordance with the terms and conditions of this Contract. The Project provides for the construction of new 9.5 mile rapid transit line beginning at the existing Chicago Transit Authority (CTA) South Rapid Transit Line near 17th Street and extending south into the median of the Dan Ryan Expressway to a terminal in the expressway median south of 95th Street, in Chicago, Illinois. The new line will use approximately 1.5 miles of existing elevated transit facilities in the downtown loop area to provide for adequate passenger distribution to other transit and suburban rail services. The Principal components of the project are: land acquisition; elevated tract structure; City-owned utility maintenance and reconstruction; miscellaneous construction items along median; bridgework; station facilities; track work; traction power facilities; signal equipment; communication facilities; transportation building; inspection shed; storage yard; demolition of existing buildings; landscaping; administration, engineering and architectural services; relocation payments; and contingencies."

It is estimated that the total cost of the Project will not exceed Thirty-eight Million Two Hundred Thirty-seven Thousand Dollars ($38,237,000.00).

Section 2. The first paragraph of Section 3 is modified to read as follows:

"*The Grant*—In order to assist the Public Body in financing that portion of the total cost of the Project which the Department of Transportation (DOT) determines cannot reasonably be financed from revenues of the public transportation system in which the Project facilities and equipment are to be used (herein called the "Net Project Cost"), such Net Project Cost being estimated to be Thirty-eight Million Two Hundred Thirty-seven Thousand Dollars ($38,237,000.00), the Government will make a relocation grant in an amount not to exceed Forty-six Thousand Dollars ($46,000.00), and a Grant in an amount equal to two-thirds of the actual Net Project Cost (exclusive of relocation costs payable from the relocation grant), as determined by DOT upon completion of the Project, or in the amount of Twenty-five Million Four Hundred Sixty Thousand Six Hundred Sixty-six Dollars ($25,460,666.00), whichever is the lesser.

Section 3. *Labor Warranty*—The terms and conditions applicable to the original Project detailed in the contracts with the Amalgamated Transit Union dated January 23, 1967 and February 16, 1967, and with the Railway Labor Executives Association dated March 9, 1967, are made applicable to this amendment.

Section 4. Section 7 is added to read as follows:

"*Modification to Terms and Conditions*—In accord with Reorganization Plan No. 2 of 1968 the responsibility for the administration of this Project is vested in the Department of Transportation. Therefore, references in the Terms and Conditions, Form H-512(b) dated 6-66, forming Part II of this Contract, to the Department of Housing and Urban Development and the Urban Transportation Administration shall mean the Department of Transportation and the Urban Mass Transportation Administration."

In Witness Whereof, the Public Body has caused this Amendatory Agreement to be duly executed in its behalf, and, thereafter the Government has caused the same to be duly executed in its behalf this ...................... day of ......................, 1969.

Seal CITY OF CHICAGO
ILLINOIS

Attest By............................................
................................
Title

UNITED STATES OF AMERICA
DEPARTMENT OF
TRANSPORTATION
By............................................
Assistant Administrator
Urban Mass Transportation
Administration

SECTION 2. The Mayor is hereby authorized to execute said Amendment No. 1 and the City Clerk is authorized and directed to attest thereto and impress the Corporate Seal of the City thereon.

SECTION 3. This ordinance shall be effective from and after its passage.

Alderman Cousins and others presented an amendment concerning workers on the project.

Alderman Keane moved to Refer the Amendment to the Committee on Finance. The motion *Prevailed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Metcalfe, Bohling, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, Fried, Fifielski, Kerwin, Wigoda—38.

*Nays*—Aldermen Hubbard, Despres, Rayner, Cousins, Simon, McCutcheon, Singer, O'Rourke, Sperling —9.

Alderman Keane then moved to pass said proposed ordinance. The motion prevailed and said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Metcalfe, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Stasczuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—44.

*Nays*—Aldermen Hubbard, Despres—2.

Alderman Kuta moved to *Reconsider* the foregoing vote. The motion was *Lost.*

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## Approval Given to Amendment No. 1 to Urban Mass Transportation Capital Grant Contract No. H-928, Project No. Ill.-UTG-3 with U.S.A. for Improvements to CTA Clinton-Lake Station.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Amendment No. 1 to Urban Mass Transportation Capital Grant Contract Number H-928, Project No. ILL-UTG-3, between the United States of America, Secretary of Transportation, and the City of Chicago for assistance to aid in financing the rehabilitation, modernization, and beautification of the Clinton Station of the Chicago Transit Authority Lake Street Rapid Transit Line and the modification of the Clinton Street Station to accommodate a connecting pedestrian-way from the Chicago and North Western Railway commuter passenger station, as hereinafter set out, is hereby in all respects approved:

Amendment to Urban Mass Transportation Capital Grant Contract

This Amendatory Agreement by and between the United States of America (herein called the "Government" and the City of Chicago, Illinois (herein called the "Public Body");

WITNESSETH:

WHEREAS, The parties have entered into an Urban Mass Transportation Capital Grant Contract as of the 4th day of January, 1968, pursuant to which the Public Body agreed to undertake an urban mass transportation capital improvement project and the Government agreed to provide financial assistance to the Public Body in the form of a capital grant; and

WHEREAS, The purpose of this Amendment is to revise the Urban Mass Transportation Capital Grant Contract to increase the estimated net project cost to accurately reflect the cost of the Project to be undertaken, now, therefore,

In consideration of the mutual promises herein set forth the parties hereto agree that the Urban Mass Transportation Capital Grant Contract shall be amended as follows:

Section 1. The last paragraph of Section 2 is modified to read as follows:

"It is estimated that the total cost of the Project will not exceed Four Hundred Thirty-three Thousand Dollars ($433,000.00)."

Section 2. Section 3 is modified to read as follows:

"*The Grant*—In order to assist the Public Body in financing that portion of the total cost of the Project which the Department of Transportation (DOT) determines cannot reasonably be financed from revenues of the public transportation system in which the Project facilities and equipment are to be used (herein called the "Net Project Cost"), such Net Project Cost being estimated to be Four Hundred Thirty-three Thousand Dollars ($433,000.00), the Government will make a Grant in an amount equal to two-thirds of the actual Net Project Cost, as determined by DOT upon completion of the Project, or in the amount of Two Hundred Eighty-eight Thousand Six Hundred Sixty-six Dollars ($288,666.00), whichever is the lesser.

The Public Body agrees that it will provide from sources other than (a) Federal funds, (b) receipts from the use of the Project facilities and equipment, or (c) revenues of the public transportation system in which such facilities and equipment are used, funds in the amount sufficient together with the Grant to assure payment of the actual Net Project Cost. The Public Body further agrees that no refund or reduction of the amount so provided will be made at any time, unless there is at the same time a refund to the Government of a proportional amount of the Grant."

Section 3. Section 7 is added to read as follows:

"*Modification to Terms and Conditions*—In accord with Reorganization Plan No. 2 of 1968 the responsibility for the administration of this Project is vested in the Department of Transportation. Therefore, reference in the Terms and Conditions, Form H-512(b) dated 6-66, forming Part II of this Contract, to the Department of Housing and Urban Development and the Urban Transportation Administration shall mean the Department of Transportation and the Urban Mass Transportation Administration."

This Amendatory Agreement may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

In Witness Whereof, the Public Body has caused this Amendatory Agreement to be duly executed in its behalf, and, thereafter the Government has caused the same to be duly executed in its behalf this ........ day of .........................., 1969.

Seal
CITY OF CHICAGO
ILLINOIS

Attest
................................ By............................................
Title
UNITED STATES OF AMERICA
DEPARTMENT OF
TRANSPORTATION
By............................................
Assistant Administrator
Urban Mass Transportation
Administration

SECTION 2. The Mayor is hereby authorized to execute said Amendment No. 1 and the City Clerk is authorized and directed to attest thereto and impress the Corporate Seal of the City thereon.

SECTION 3. This ordinance shall be effective from and after its passage.

Alderman Cousins and others presented an amendment concerning workers on the project.

Alderman Keane moved to Refer the Amendment to the Committee on Finance. The motion *Prevailed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Metcalfe, Bohling, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, Fried, Fifielski, Kerwin, Wigoda—38.

*Nays*—Aldermen Hubbard, Despres, Rayner, Cousins, Simon, McCutcheon, Singer, O'Rourke, Sperling —9.

Alderman Keane then moved to pass said proposed ordinance. The motion prevailed and said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Metcalfe, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Stasczuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Fried, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—44.

*Nays*—Aldermen Hubbard, Despres—2.

Alderman Kuta moved to *Reconsider* the foregoing vote. The motion was *Lost.*

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## Execution of First Amendment Authorized to Correct Project Designation in Agency and Participation Agreement with State of Illinois for Runways at Merrill C. Meigs Field to FAAP No. 9-11-002-D908.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Mayor, on behalf of the City of Chicago, is authorized to execute and the City Clerk to attest, upon approval of the Corporation Counsel as to form and legality, a First Amendment to Agency and Participation Agreement from the Department of Aeronautics, State of Illinois, for Merrill C. Meigs Field Airport, FAAP No. 9-11-002-D908, State of Illinois Project No. 69A-6-452, said First Amendment to be in the following form:

### FIRST AMENDMENT TO AGENCY AND PARTICIPATION AGREEMENT BETWEEN THE CITY OF CHICAGO AND THE DEPARTMENT OF AERONAUTICS, STATE OF ILLINOIS

(State and Federally Assisted Airport Construction)

Illinois Project No. 69A-6-452
FAAP No. 9-11-002-D908

This First Amendment, made and entered into by and between the Department of Aeronautics (hereinafter referred to as "Department"), for and in behalf of the State of Illinois, as Party of the First Part, and the City of Chicago, State of Illinois (hereinafter referred to as "Municipality") as Party of the Second Part.

WITNESSETH:

Whereas, the Department and the Municipality have heretofore entered into an Agency and Participation Agreement under date of July 11, 1968, authorized by the City Council on July 11, 1968, and published in the Council Journal Proceedings on pages 3297, 3298 and 3299 hereinafter referred to as "said Agreement", and

Whereas, said Agreement refers to Federal Aviation Administration Project No. 9-11-002-10 on line 17 and on line 25 of page one (1) thereof, and

Whereas, the correct Federal number assigned to this Project is Federal Aviation Administration Project No. 9-11-002-D908.

Now, Therefore, the Department and the Municipality do hereby agree to amend said Agreement to read Federal Aviation Administration Project No. 9-11-022-D908 on line 17 and on line 25 of page one (1) thereof.

In Witness Whereof, the parties hereto have caused this First Amendment to Agency and Participation Agreement to be executed and their respective seals affixed as of the date hereafter set forth.

[Signature forms omitted]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Despres, Rayner, Cousins, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—42.

*Nays*—None.

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## Execution of Lease Authorized for Store for Model Cities Program at No. 4701 S. Drexel Blvd.

The Committee on Finance submitted a report rec-

ommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from Fredric D. Brown and Company, Agents, for Store at No. 4701 S. Drexel Boulevard, approximately 1,300 square feet; such lease to be approved by the Director of the Model Cities Program and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on page 5996 of this Council Journal]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Despres, Rayner, Cousins, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—42.

*Nays*—None.

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### Execution of Lease Authorized with U. T. S. E. A. Center, Inc. for Premises at No. 444 E. 63rd St.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from U.T.S.E.A. Center, Inc., an Illinois Not For Profit Corporation, for the first floor and conference room in basement of building located at No. 444 E. 63rd Street, Chicago, Illinois, a total of approximately 3,600 square feet; such lease to be approved by the Commissioner of the Department of Urban Renewal and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on page 5997 of this Council Journal]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Rayner, Cousins, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—41.

*Nays*—None.

(Alderman Despres excused from voting under Rule 14)

### Authority Granted for Issuance of Free Permits, License Fee Exemptions and Cancellation of Water Rates for Certain Charitable, Educational and Religious Institutions.

The Committee on Finance to which had been referred (July 29, 1969) sundry proposed ordinances transmitted therewith to authorize issuance of free permits, license and inspection fee exemptions and cancellation of water rates for certain charitable, educational and religious institutions, submitted reports recommending that the City Council pass said proposed ordinances.

On separate motions made by Alderman Keane *each* of the said proposed ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Despres, Rayner, Cousins, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—42.

*Nays*—None.

Said ordinances as passed read respectively as follows (the Italic heading in each case not being a part of the ordinance):

#### FREE PERMITS

*The Catholic Bishop of Chicago*
*(Christ the King Church)*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Buildings, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Water and Sewers and the Commissioner of Health, are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to The Catholic Bishop of Chicago (Christ the King Church), for installation of 4 mobile classroom units on the northeast corner of W. 93rd Street and S. Hoyne Avenue, for all electrical work and for use of water in conjunction with such project; and for installation, maintenance and operation of a 24-volt communications line across S. Hoyne Avenue from No. 9240 S. Hoyne Avenue to said mobile classroom units on the east side of S. Hoyne Avenue at approximately No. 9257 S. Hoyne Avenue.

Said building shall be used exclusively for religious and educational purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

*The Catholic Bishop of Chicago*
*(Five Holy Martyrs Church)*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Buildings, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Water and Sewers and the Commissioner

(Continued on page 5998)

This Agreement, Made this ............ day of ............ A. D. 1969, between Fredric D. Brown and Company, Agents ............, as Lessor and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit:

Store at 4701 Drexel Boulevard, approximately 1,300 square feet

for use of Model Cities Program.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of September A. D. 19 69, and ending on the 31st day of August A. D. 1970. Lessee has the right to terminate this lease upon thirty days' prior written notice. ~~and the right to renew this lease for a further period of ............ on the same terms and rental, by giving to the Lessor ...., in either case .......... days' written notice of its election so to do.~~

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at 110 S. Dearborn Street 60603 or at such other place as the Lessor from time to time in writing may appoint.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of Lessor Two Hundred Seventy-five and no/100 - - - - - - - - ($275.00) Dollars per month, payable in advance on the first day of each calendar month by the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at their own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

Lessor to furnish heat, hot water and decorating.

Lessee to pay for electricity and plate glass insurance.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written.

[Signature forms omitted]

**This Agreement,** Made this ........ day of ........ A. D. 1969, between U.T.S.E.A. Center, Inc., an Illinois Not For Profit Corporation ........, as Lessor and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: First floor and conference room in basement of building located at 444 E. 63rd Street, Chicago, Illinois, a total of approximately 3,600 square feet, for Department of Urban Renewal (Neighborhood Service Center of West Woodlawn).

To have and to hold said premises unto the Lessee for a term beginning on the 10th day of July A. D. 1969, and ending on the 9th day of July A. D. 1970. Lessee has the right to terminate this lease upon thirty days' prior written notice ~~and the right to renew this lease for a further period of~~ ........ ~~on the same terms and rental, by giving to the Lessor , in either case days' written notice of its election so to do.~~

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at 608 S. Dearborn Street 60605 ........ or at such other place as the Lessor from time to time in writing may appoint.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of Four Hundred Ten and no/100 - - - - - - - - - - - - - - -($ 410.00 ) Dollars per month, payable in advance on the first day of each calendar month by the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessee

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessor's own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

Lessor shall make repairs to roof and exterior walls of building.

Lessor shall furnish heat and hot water.

Lessee shall pay for electricity and plate glass insurance.

It is mutually agreed and understood by and between the parties hereto that the remuneration mentioned in this lease is payable solely from funds when made available by the Federal Government.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor , excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written.

**[Signature forms omitted]**

(Continued from page 5995)

of Health, are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to The Catholic Bishop of Chicago (Five Holy Martyrs Church), for rehabilitation of existing electrical system and for installation of new wiring, fixtures and equipment in church and school buildings and for use of water in conjunction with such project on the premises known as No. 4327 S. Richmond Street.

Said building shall be used exclusively for religious and educational purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

### *The First Church of the Deliverance*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Buildings, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Water and Sewers and the Commissioner of Health, are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to The First Church of the Deliverance, for construction of addition to existing church building to be used as a convalescent home, for all electrical work and for use of water in conjunction with such project on the premises known as Nos. 4314-4336 S. Wabash Avenue.

Said building shall be used exclusively for religious and convalescent care purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

### LICENSE FEE EXEMPTIONS

### *(Day Care Centers)*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care centers, which are not operated for gain but where a charge is made for the care of children, are hereby exempted from the payment of license fees for the current license period, which expires April 30, 1970:

David Day School and Dr. King Head Start Center (Chicago Association for Retarded Children), No. 5147 S. Dearborn St.

Montrose Day Care Center (Chicago Association for Retarded Children), No. 901 W. Montrose Av.

Pilsen Day Care Center (Chicago Association for Retarded Children), No. 1818 S. Paulina St.

Uptown Head Start and Day Care enter (Chicago Association for Retarded Children), No. 1126 W. Grace St.

Mary Alyce Day Care Center (Chicago Association for Retarded Children), No. 2338 E. 99th St.

St. Martin School Day Care Center, No. 320 W. 59th St.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

### CANCELLATION OF WATER RATES

### *Emmaus Methodist Church*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 185-47 of the Municipal Code of Chicago, the Commissioner of Water and Sewers is hereby authorized and directed to cancel existing water rates in the total amount of $37.00 assessed against Emmaus Methodist Church, No. 4117 W. Pierce Avenue.

SECTION 2. That the Bureau of Water is hereby authorized and directed to exempt the said church from payment of any and all future water rates assessed against it and any property owned and operated by it in the conduct of its religious business.

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

### *Mile Square Community Health Center*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Water and Sewers is hereby authorized and directed to cancel any existing water rates assessed against Mile Square Community Health Center, No. 2040 W. Washington Boulevard.

SECTION 2. That the Bureau of Water is hereby authorized and directed to exempt Mile Square Community Health Center from the payment of any future water rates assessed against the said institution.

SECTION 3. This ordinance shall be in force and effect from and after its passage.

### *St. Ladislaus Catholic Church*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 185-47 of the Municipal Code of Chicago, the Commissioner of Water and Sewers is hereby authorized and directed to cancel existing water rates in the total amount of $96.88 assessed against St. Ladislaus Catholic Church, No. 3330 N. Lockwood Avenue.

SECTION 2. That the Bureau of Water is hereby authorized and directed to exempt the said church from payment of any and all future water rates assessed against it and any property owned and operated by it in the conduct of its religious business.

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

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## City Comptroller Authorized and Directed to Cancel Warrants for Collection Issued against Certain Charitable, Educational and Religious Institutions.

The Committee on Finance to which had been referred (July 29, 1969) three proposed orders for cancellation of certain warrants for collection issued against specified charitable, educational and religious institutions, submitted reports recommending that the City Council pass the following substitute proposed order:

*Ordered,* That the City Comptroller is hereby authorized and directed to cancel specified warrants for collection issued against certain charitable, educational and religious institutions, as follows:

| *Name and Address* | *Warrant No. and Type of Inspection* | *Amount* |
|---|---|---|
| Municipal Tuberculosis Sanitarium, No. 5601 N. Pulaski Road | A1-7269<br>(Ten Elev.) | $115.00 |
| Schwab Hospital, No. 1409 S. California Av. | F4-13118<br>(Mech. Vent.) | 90.85 |
| Second Church of Christ, Scientist, No. 2700 N. Pine Grove Av. | A1-1748<br>(Elev.) | 11.50 |
| | A1-9573<br>(Bldg.) | 11.50 |
| | F4-16156<br>(Mech. Vent.) | 29.90. |

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Despres, Rayner, Cousins, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—42.

*Nays*—None.

## City Comptroller Authorized to Cancel Certain Uncollectible Warrants for Collection.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

> *Ordered,* That the City Comptroller is authorized in accordance with his request dated July 28, 1969, to cancel uncollectible warrants for collection in the amount of $1,159.45, as listed in his communication.

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Despres, Rayner, Cousins, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—42.

*Nays*—None.

## City Comptroller Authorized to Accept Compromise Offers in Settlement of Certain Warrants for Collection.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

*Ordered,* That the City Comptroller is authorized, in accordance with his request dated July 28, 1969, and the attached recommendations of the Corporation Counsel to accept compromise offers in settlement of various warrants for collection as follows:

| *Year* | *Warrant Number* | *Amount* | *Compromise Offer* |
|---|---|---|---|
| 1969 | D-98555 | $273.84 | $205.38 |
| 1969 | D-98629 | 379.13 | 280.00 |
| 1969 | D-98719 | 410.25 | 300.00 |
| 1969 | D-98708 | 223.82 | 167.00 |
| 1965 | D-99160 | 336.00 | 231.60 |
| 1968 | F-4107A | 360.58 | 250.00 |
| 1969 | F-1713 | 81.68 | 49.95 |
| 1969 | F-2240 | 114.80 | 86.10 |
| 1969 | F-2563 | 43.40 | 30.00 |
| 1968 | F-2820 | 234.05 | 150.00 |
| 1968 | F-3168 | 183.90 | 137.00 |
| 1965 | F-2294 | 570.25 | 500.00 |
| 1968 | D-98577B | 1,174.27 | 880.00 |
| 1969 | G-22 | 107.71 | 80.79; |

and

*Be It Further Ordered,* That the City Comptroller is authorized, in accordance with his request dated August 4, 1969, and the attached recommendations of the Corporation Counsel to accept compromise offers in settlement of various warrants for collection as follows:

| *Year* | *Warrant Number* | *Amount* | *Compromise Offer* |
|---|---|---|---|
| 1968 | D-98563 | $197.59 | $118.55 |
| 1969 | D-98758 | 408.57 | 306.00 |
| 1969 | N-4365 | 2,396.89 | 1,000.00 |
| 1969 | G-108 | 287.26 | 215.00 |
| 1969 | G-127 | 1,217.50 | 910.00 |
| 1969 | E-4 | 1,809.00 | 1,350.00 |
| 1969 | F-317 | 644.61 | 444.52 |
| 1969 | F-1457A | 144.00 | 108.00 |
| 1969 | F-1489A | 498.05 | 298.83 |
| 1969 | F-1771A | 127.45 | 76.47 |
| 1968 | F-1853 | 705.18 | 525.00 |
| 1969 | F-2502A | 117.06 | 70.24 |
| 1969 | F-2507A | 67.51 | 40.41 |
| 1969 | F-2572 | 147.93 | 110.95 |
| 1968 | F-4454A | 56.00 | 33.60 |
| 1969 | H-96 | 679.60 | 360.00 |
| 1968 | N-4156A | 27.62 | 16.57; |

and

*Be It Further Ordered,* That the City Comptroller is authorized, in accordance with his request dated August 14, 1969, and the attached recommendations of the Corporation Counsel to accept compromise offers in settlement of various warrants for collection as follows:

| *Year* | *Warrant Number* | *Amount* | *Compromise Offer* |
|---|---|---|---|
| 1969 | F-1576 | $206.96 | $155.22 |
| 1968 | F-1900 | 745.73 | 560.00 |
| 1969 | D-98746 | 261.97 | 195.00 |
| 1969 | D-98762 | 251.49 | 188.61 |
| 1969 | D-98771 | 317.73 | 235.00 |
| 1969 | D-98808 | 113.08 | 84.81 |
| 1965 | D-99439B | 229.14 | 150.00 |
| 1968 | N-341 | 1,527.28 | 1,225.80 |
| 1969 | N-212 | 534.56 | 426.60 |
| 1969 | N-4485 | 24.62 | 12.31 |
| 1969 | G-97 | 654.90 | 520.00 |
| 1968 | H-248 | 327.46 | 245.00; |

and

*Be It Further Ordered,* That the City Comptroller is authorized in accordance with his request dated August 21, 1969, and the attached recommendations of the Corporation Counsel to accept compromise offers in settlement of various warrants for collection as follows:

| *Year* | *Warrant Number* | *Amount* | *Compromise Offer* |
|---|---|---|---|
| 1965 | D-99208 | $461.98 | $340.00 |
| 1968 | D-98731 | 486.42 | 364.00 |
| 1969 | D-98498 | 660.19 | 495.00 |
| 1969 | D-98659 | 556.40 | 417.00 |
| 1969 | D-98668 | 332.09 | 245.00 |
| 1969 | D-98788 | 296.70 | 222.00 |
| 1968 | F-1744 | 722.84 | 542.13 |
| 1968 | F-2270 | 41.00 | 36.90 |
| 1968 | F-4475 | 499.74 | 350.00 |
| 1968 | G-81 | 334.72 | 251.00 |
| 1969 | G-129 | 367.90 | 250.00 |
| 1968 | N-4419 | 229.69 | 172.00 |
| 1968 | N-4785 | 15.42 | 11.50 |
| 1969 | N-4047 | 36.11 | 27.00. |

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Despres, Rayner, Cousins, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—42.

*Nays*—None.

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### Authority Granted for Construction and Installation of Traffic-Control Devices on Arterial Streets and State Highways and M.F.T. Funds Allocated Therefor.

**The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:**

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1.

1. That traffic control signals be constructed and installed by the City of Chicago on
    - a. State Highways
    - b. Arterial Streets

   in the City of Chicago along such streets as the Commissioner of Streets and Sanitation may determine that traffic needs require the construction and installation of such traffic control signals;
2. That the plans and specifications for the traffic control signals aforesaid shall be prepared by the Commissioner of Streets and Sanitation and shall be approved by the Division of Highways of the Department of Public Works and Buildings of the State of Illinois;
3. That the sum of One Million Sixty-seven Thousand Three Hundred and Twenty-seven Dollars ($1,067,327.00) for and to cover the estimated cost of the engineering work incident to the construction and installation of the traffic control signals aforesaid, and to cover the estimated cost of the construction and installation of the said traffic control signals be paid out of that part of the Motor Fuel Tax Funds, which has been or may be allocated to the City of Chicago by the State of Illinois from Motor Fuel Tax Funds, and the payment of these sums be, and such payment is hereby authorized;
4. That the City of Chicago construct and install the aforesaid traffic control signals by day labor, material and equipment to be purchased on contract, and construction equipment to be provided on requisition, as required from the Department of Streets and Sanitation, Bureau of Equipment Service and/or the Bureau of Electricity at established rates; and
5. That the City Clerk be, and is hereby, directed to transmit two certified copies of this ordinance to the Division of Highways of the Department of Public Works and Buildings of the State of Illinois, Springfield, Illinois, through the District Engineer for District No. 10 of the said Division of Highways.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Despres, Rayner, Cousins, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—42.

*Nays*—None.

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### Authority Granted for Installation and Rehabilitation of Traffic-Control Signals at Specified Locations.

**The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:**

*Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to install traffic-control signals as follows:

| *Intersection* | *Estimated Cost* |
|---|---|
| N. Kedzie Avenue and W. Touhy Avenue | $12,372.36 |
| N. Long Avenue and W. Chicago Avenue | 18,380.02 |
| S. Oglesby Avenue and E. 103rd Street | 16,782.25 |
| S. Pulaski Road and W. 85th Street | 19,997.08; |

and

*Be It Further Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to rehabilitate traffic control signals as follows:

| *Intersection* | *Estimated Cost* |
|---|---|
| S. Damen Avenue and W. Jackson Boulevard | $14,115.97. |

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Despres, Rayner, Cousins, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Jambrone, Biggs, Mc-

Mahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—42.

*Nays*—None.

### Authority Granted for Installation of Mercury-Vapor Arc Street Lighting on S. Parnell Av. between W. 84th and W. 85th Sts.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith (referred to the committee on June 23, 1969):

> *Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to install mercury-vapor arc street lighting along S. Parnell Avenue between W. 84th and W. 85th Streets.

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Despres, Rayner, Cousins, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—42.

*Nays*—None.

### Payment of Judgment Authorized for Acquisition of Property for Improvement of W. Root St. from S. Halsted St. to S. Emerald Av.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

> *Ordered,* That the Corporation Counsel, in accordance with his recommendation of July 15, 1969, is hereby authorized to acquire the following described property needed for the purpose of improvement of the right of way of W. Root Street from S. Halsted Street to S. Emerald Avenue, to wit:
>
> *Parcel No. 1*
>
> That part of Lots 1 and 2 in Block 13 in Subdivision of Blocks 5 and 13 Superior Court Partition of the West one-half (W. ½) of the Northwest one-quarter (N.W. ¼) of Section 4, Township 38 North, Range 14 East of the Third Principal Meridian, described as follows:
>
> Beginning at the Southwest corner of Lot 2, thence Northeasterly in a straight line to a point in Lot 1, 59 feet East of the West line of Lot 1 as measured at right angles thereto and 2.5 feet North of the South line of Lot 1 as measured at right angles thereto, thence continuing Northeasterly in a straight line to a point in Lot 1, 30 feet West of the East line as measured at right angles thereto and 4.5 feet North of the South line as measured at right angles thereto, thence Southeasterly in a straight line to a point on the East line of Lot 2, 3 feet North of the Southeast corner of Lot 2 as measured along said East line, thence North along the East line of said Lots 1 and 2 to the Northeast corner of Lot 1, thence West along the North line of said Lot 1 to the Northwest corner thereof, thence South along the West line of Lots 1 and 2 to the point of beginning, all in Cook County, Illinois;
>
> *Parcel No. 2*
>
> Lots 35 and 36 in Block 13 in Superior Court Partition of the West half of the Northwest quarter of Section 4, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;
>
> *Parcel No. 3*
>
> That part of Lots 33 and 34 in Block 13 in Subdivision of Blocks 5 and 13 Superior Court Partition of the West one-half (W. ½), Northwest one-quarter (N.W. ¼) of Section 4, Township 38 North, Range 14 East of the Third Principal Meridian lying Northerly of the following described line:
>
> Beginning at the Southwest corner of Lot 33, thence Northeasterly in a straight line to a point in Lot 33, said point being 19 feet North of the South line of said Lot 33, as measured at right angles thereto and 81 feet East of the West line of said Lot 33, as measured at right angles thereto, thence continuing Northwesterly in a straight line to a point on the East line of Lot 34, 15 feet North of the Southeast corner thereof as measured along said East line, all in Cook County, Illinois,
>
> in the amount of eighty thousand two hundred and no/100 dollars ($80,200.00), plus court costs, and the City Comptroller and the City Treasurer are authorized and directed to issue vouchers and pay the amount when approved by the Corporation Counsel from appropriations made under Fund No. 310-5200-540-600.

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Despres, Rayner, Cousins, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—42.

*Nays*—None.

### Allocation of M.F.T. Funds Increased for Section Channelization 1966-5.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

> *Be It Ordained by the City Council of the City of Chicago:*
>
> SECTION 1. That the ordinance passed by the City Council on October 14, 1966 and appearing on pages 7380 and 7381 of the Council Journal, providing for the construction of channelization improvements known as Section Channelization 1966-5, be and is hereby amended to increase the allocation from $48,000.00 to $66,000.00 so that Section 1 of the said ordinance shall read as follows:
>
> *Section 1.* Authority is hereby given to construct channelization improvements at the following locations:
>
> S. Damen Avenue at W. 33rd Street
> S. South Park Way at E. 35th Street
> E. 111th Street at S. Michigan Avenue
> E. 111th Street at S. South Park Avenue

Where necessary, these improvements shall include new pavement, curbing, sidewalk, walls, drainage structures, the adjustment of muncipally owned utilities and other incidental work. These improvements shall cost not more than $66,000.00 and shall be paid for from that part of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago. The project shall be known as "Section Channelization 1966-5".

SECTION 2. The City Clerk is hereby directed to transmit two certified copies of this ordinance to the Division of Highways of the Department of Public Works and Buildings of the State of Illinois, Springfield, Illinois through the District Engineer for District No. 10 of the said Division of Highways.

SECTION 3. This ordinance shall be in force and effect from and after its passage and approval.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Despres, Rayner, Cousins, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—42.

*Nays*—None.

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### Execution of Agreement Authorized with C.R.I. and P. RR. Co. for Removal of Switch Track across S. LaSalle St. and S. Wentworth Av. to Permit Construction of Dan Ryan Rapid Transit Facility in Median Area of Franklin Street Connector.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, to authorize execution of agreement with the Chicago, Rock Island, and Pacific Railroad Company for removal of switch track across S. La Salle Street and S. Wentworth Avenue for construction of the Dan Ryan Rapid Transit Facility in the median area of the Franklin Street Connector.

On motion of Alderman Keane the said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Despres, Rayner, Cousins, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—42.

*Nays*—None.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Mayor is authorized to execute on behalf of the City and the City Clerk is authorized to attest, when approved by the Commissioner of Public Works and the Corporation Counsel, an agreement between the City of Chicago and the Chicago, Rock Island and Pacific Railroad Company providing for the removal by the Chicago, Rock Island and Pacific Railroad Company of its switch track situated across S. LaSalle Street and S. Wentworth Avenue, northerly of S. Archer Avenue, for the construction of the Dan Ryan Rapid Transit Facility in the median area of the Franklin Street Connector substantially in the following form:

FRANKLIN STREET CONNECTOR—
F.A.P. ROUTE 7—SPUR
AND DAN RYAN RAPID TRANSIT SYSTEM

CHICAGO, ROCK ISLAND AND PACIFIC
RAILROAD COMPANY

This agrement, made and entered into this ........ day of ........................................, A.D., 1969, by and between the City of Chicago, a municipal corporation of Illinois, hereinafter referred to as "City", and the Chicago, Rock Island and Pacific Railroad Company, a corporation of Delaware, hereinafter referred to as "Railroad";

WITNESSETH:

Whereas, on the 22nd day of May, A.D., 1968, City and Railroad entered into an agreement whereby Railroad granted City a right-of-entry to use and occupy for the purpose of constructing the Dan Ryan Rapid Transit Facility in the median area of the Franklin Street Connector and lowering the grade of the switch track connecting the Chicago, Rock Island and Pacific Railroad Company and the Atchison, Topeka and Santa Fe Railway tracks in the following legally described property, where Railroad operates on retained fill between S. Archer Avenue and vacated W. Cullerton Street in Section 21, Township 39, North Range 14 East of the Third Principal Meridian:

All of Block 39 including the vacated alley therein in Canal Trustees New Subdivision of Blocks in East Fractional Southeast quarter of Section 21, Township 39 North, Range 14 East of the Third Principal Meridian (except that part taken for widening Archer Avenue):

*Also*

The West 33 feet of vacated LaSalle Street East and adjoining Block 39;

*Also*

The South 33 feet of vacated West Cullerton Street lying North of and adjoining Block 39 and North line extended East to center of vacated LaSalle Street, taken as a tract and described as follows: Commencing at the Northwest corner of Lot 20 in Block 39, aforesaid for a place of beginning; thence continuing North along the West line of said Lot 20 extended North for a distance of 33 feet to a point; thence continuing East along a line 33 feet North of and parallel to the North line of said Block 39, for a distance of 191.0 feet to a point; thence continuing South along a line 33 feet East of and parallel to the East line of said Block 39, for a distance of 178.1 feet to a point; thence continuing Southwesterly along a straight line a distance of 224.8 feet to a point on the West line of Lot 14 in said Block 39, said point being 23.55 feet Northerly of the Southwest corner of said Lot 14; thence continuing North along the West line of said Block 39 to the place of beginning (except that part described as follows: Beginning at the Northwest Corner of the South 33 feet of vacated West Cullerton Street as aforesaid, thence East along the North line of the South 33 feet of vacated West Cullerton Street a distance of twenty-five feet (25.0′), thence South parallel to the West line of vacated West Cullerton Street and the West line of Lots 19, 20, 21 and 22 a distance of one hundred thirteen feet (113.0′) to the South line of Lot 19, thence Southwesterly in a straight line to the Southwest corner of Lot 16, thence North along the West lines of Lots 16 to 22 and the South 33 feet of vacated West Cullerton Street a distance of one hundred eighty-one feet (181.0′) more or less to the point of beginning) all in Cook County, Illinois.

Whereas, City is presently obligated to lower and replace the existing street intersection of South Wentworth Avenue and South Archer Avenue to meet the new lower grade of the switch track; and

Whereas, the lowering of the switch track will also require City to do additional structural and grading work at Railroad's main line; and

Whereas, Railroad is presently maintaining said switch track in part on and across S. LaSalle Street and across S. Wentworth Avenue northerly of S. Archer Avenue; and further described as on and across S. LaSalle Street, on a curve from a point on the east line thereof 210 feet north of the northerly line of S. Archer Avenue to a point on the west line of S. LaSalle Street 110 feet north of the northerly line of S. Archer Avenue, thence across property acquired by the State of Illinois for the Franklin Street Connector and across S. Wentworth Avenue 40 feet northerly of the northerly line of S. Archer Avenue, with the permission and authority to occupy said LaSalle Street and said Wentworth Avenue granted by the City of Chicago by ordinance dated April 21, 1954, Council Journal Pages 7353 and 7354, in consideration of the payment by Railroad to the City of Chicago of an annual rental; and

Whereas, in said agreement, City agrees to reimburse Railroad for expenses incurred by Railroad for the use of other tracks required as a temporary by-pass until the existing switch track between Railroad and the Atchison, Topeka and Santa Fe Railway is lowered in grade and accepted by Railroad as satisfactory for Railroad operation.

Now, Therefore, in consideration of the premises and mutual promises hereinafter contained, the parties hereto agree as follows:

Section 1. In consideration of the sum of Ten Dollars ($10.00), the receipt and sufficiency of which is hereby acknowledged, and for good and valuable considerations, Railroad hereby agrees to abandon its track situated and located between S. Wentworth Avenue and S. LaSalle Street northerly of S. Archer Avenue, as shown on Exhibit "A" attached hereto and made a part hereof, said abandonment including the crossing of S. Wentworth Avenue and S. LaSalle Street, northerly of S. Archer Avenue, described hereinabove.

Section 2. Railroad agrees to release City of any obligation to reimburse Railroad under the terms of said right-of-entry agreement for expenses incurred by Railroad in the use of other tracks required as a temporary by-pass until the existing switch track between Railroad and the Atchison, Topeka and Santa Fe Railway would be lowered in grade.

Section 3. Railroad agrees to release City of any obligation to perform the structural and grading work required for the lowered switch track connection to Railroad's main line.

Section 4. Railroad agrees to release easement granted to Railroad by the State of Illinois for the occupation and use by Railroad for a switch track on the following legally described property acquired and owned by the State of Illinois for the construction of the Franklin Street Connector.

A fifty (50) foot strip of land lying within the following described tract:

All of Block 39 including the vacated alleys therein in Canal Trustees New Subdivision of Blocks in the East Fraction of the Southeast quarter of Section 21, Township 39 North, Range 14 East of the Third Principal Meridian (except that part taken for widening Archer Avenue);

*Also*

The West 33 feet of vacated LaSalle Street East and adjoining Block 39;

*Also*

The South 33 feet of vacated West Cullerton Street lying North of and adjoining Block 39 and the North line extended East to center of vacated LaSalle Street, taken as a tract and described as follows:

Commencing at the North West corner of Lot 22 in Block 39 for a place of beginning; thence continuing North along the West line of said Lot 22 extended North for a distance of 33 feet to a point; thence continuing East along a line 33 feet North of and parallel to the North line of said Block 39, for a distance of 191.0 feet to a point; thence continuing South along a line 33 feet East of and parallel to the East line of said Block 39, for a distance of 178.1 feet to a point; thence continuing South Westerly along a straight line, a distance of 224.8 feet to a point on the West line of Lot 14 in said Block 39, said point being 23.55 feet Northerly of the South West corner of said Lot 14; thence continuing North along the West line of said Block 39 to the place of beginning, all in Cook County, Illinois.

Said 50 foot strip being equidistant about a centerline described as follows:

Commencing at the intersection of the East line of LaSalle Street and the Northerly line of Archer Avenue; thence North along said East line of LaSalle Street a distance of 391.15 feet to a point; thence West, at right angles to the last described course a distance of 13.43 feet to a point of beginning of said centerline; thence South along a straight line a distance of 130.25 feet to the point of tangency; said point of tangency being normally distant 13.17 feet West of the East line of LaSalle Street; thence Southwesterly along a curved line, concave to the Northwest with a radius of 359.26 feet and a central angle of 59° - 10′ - 28″, a distance of 371.04 feet to the point of curvature; said point of curvature being normally distant 35.01 feet East of the East line of Wentworth Avenue; thence Southwesterly along a straight line, tangent to the last described curve at said point of curvature, a distance of 40.75 feet to a point on the East line of Wentworth Avenue, said point being 46.37 feet North of the Northerly line of Archer Avenue as widened; thence continuing Southwesterly along the last described course, forming an angle from South to West of 59° - 17′ - 13.3″ with the East line of Wentworth Avenue, to a point on the West line of Wentworth Avenue.

Section 5. City agrees to release Railroad from any further rental obligation for the maintenance and operation of Railroad's track across S. Wentworth Avenue and S. LaSalle Street northerly of S. Archer Avenue, said location of track in said S. Wentworth Avenue and S. LaSalle Street being further described hereinabove.

Section 6. City agrees to release Railroad of any obligation to restore the portions of S. LaSalle Street and S. Wentworth Avenue referred to in Sections 1 and 5 and described in this agreement.

Section 7. City agrees to reimburse Railroad for the cost of the construction of a new crossover between tracks No. 4 and No. 5 at 16th Street as shown on Exhibit "B" attached hereto and made a part hereof.

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their proper officers thereunto duly authorized.

[Signature forms and Exhibits "A" and "B" omitted]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

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### Authority Granted for Laying Water Mains in Sundry Locations.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

*Ordered,* That the Commissioner of Water and Sewers is hereby authorized to lay water mains in the following street:

S. Central Park Avenue (21′ WEL) from 2′ SSL W. 79th Street to 23′ SNL W. 80th Street, at an estimated cost of $14,075.03

and charge same to Account 290-8270(7940).553—Circulation; and

*Be It Further Ordered,* That the Commissioner of Water and Sewers is hereby authorized to lay water mains in the following streets:

E. 48th Street (21′ SNL) from 23′ WEL S. Kimbark Avenue to 16′ EWL S. Lake Park Avenue, at an estimated cost of $41,283.88—and charge the Revolving Fund—Departmnt of Urban Renewal not to exceed $20,641.94, and the Water Fund — 290-8270(7940).553 — Circulation, all in excess of $20,641.94.

W. 79th Street (14′—24′ N.S.L.) from 9′ EWL S. Hamlin Avenue to 8′ WEL S. Pulaski Road, at an estimated cost of $35,986.03

and charge same to Account 290-8270(7940).558—Fire Protection; and

*Be It Further Ordered,* That the Commissioner of Water and Sewers is hereby authorized to lay water mains in the following street:

S. Hermitage Avenue (29′ EWL) from 8″ NSL W. 43rd Street to 8′ SNL W. 47th Street, at an estimated cost of $87,061.64

and charge same to Account 290-8270(7940).553—Replacement; and

*Be It Further Ordered,* That the Commissioner of Water and Sewers is hereby authorized to lay water mains in the following street:

S. Lawndale Avenue (21′ WEL) from 8′ NSL W. 79th Street to 23′ SNL W. 79th Place

S. Lawndale Avenue (21′ WEL) from 43′ NSL W. 80th Street to 23′ SNL W. 82nd Place, at an estimated cost of $49,017.43

and charge same to Account 290-8270(7940).557—Circulation; and

*Be It Further Ordered,* That the Commissioner of Water and Sewers is hereby authorized to lay water mains in the following street:

10′ SNL of first east-west public alley N. of W. North Avenue from 25′ WEL N. Cleveland Avenue to 12′ EWL N. Meyer Court, at an estimated cost of $7,558.59

and charge same to the Revolving Fund—Department of Urban Renewal-Contract 80.90-69-10; and

*Be It Further Ordered,* That the Commissioner of Water and Sewers is hereby authorized to lay water mains in the following streets:

20′ public easement 370 feet east of the N.E.X. of N. Ogden Avenue and W. Evergreen Avenue from 26 feet SNL of W. Evergreen Avenue to 211 feet NNL of W. Evergreen Avenue, at an estimated cost of $10,000.00

and charge same to the Revolving Fund—Public Building Commission of Chicago; and

*Be It Further Ordered,* That the Commissioner of Water and Sewers is hereby authorized to lay water mains in the following street:

W. 23rd Place (27′ SNL) from 5′ WWL S. Oakley Avenue to 43′ WEL S. Western Avenue, at an estimated cost of $18,633.40

and charge same to Account 290-8270(7940).553—Replacement; and

*Be It Further Ordered,* That the Commissioner of Water and Sewers is hereby authorized to lay water mains in the following streets:

W. Wilson Avenue (32′ SNL) from 28′ WEL N. Clarendon Avenue to 26′ WEL N. Hazel Street, at an estimated cost of $23,837.32

and charge same to Revolving Fund—Eastwood Towers, Inc.—Dep. 45555, not to exceed $9,500.00 and Replacement—290-8270(7940).553, in excess of $9,500.00

W. Strong Street from 57′ EEL N. Neva Avenue to N. Mulligan Avenue

N. Mulligan Avenue from W. Strong Street to 100′ SSL W. Gunnison St., at an estimated cost of $682,281.04

and charge same to Feeder Mains—290-8270(7940).552.

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Despres, Rayner, Cousins, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—42.

*Nays*—None.

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### Authority Granted for Payments for Hospital, Medical and Nursing Services Rendered Certain Injured Members of Fire and Police Depts.

The Committee on Finance submitted a report recommending that the City Council pass a proposed order transmitted therewith, to authorize payments for hospital, medical and nursing services rendered certain members of the Fire and Police Departments.

On motion of Alderman Keane the said proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Despres, Rayner, Cousins, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—42.

*Nays*—None.

The following is said order as passed:

*Ordered,* That the City Comptroller is authorized and directed to issue vouchers, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department herein named, provided such members of the Police Department shall enter into an agreement in writing with the City of Chicago to the effect that, should it appear that any of said members of the Police Department have received any sum of money from the party whose negligence caused such injury, or have instituted proceedings against such party for the recovery of damage on account of such injury or medical expense, then in that event the City shall be reimbursed by such member of the Police Department out of any sum that such member of the Police Department has received or may hereafter receive from such third party on account of such injury or medical expense, not to exceed the amount that the City may, or shall, have paid on account of such medical expense, in accordance with Opinion No. 1422 of the Corporation Counsel of said City, dated March 19, 1926. The payment of any of these bills shall not be construed as an approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of such claims, as allowed, is set opposite the names of the injured members of the Police Department, and vouchers are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937:

| | |
|---|---|
| Walter Banasiak, 025421, District 21; injured May 17, 1969................................$ | 100.50 |
| Raymond J. Collins, 136942, District 8; injured April 28, 1969............................ | 478.80 |
| Howard D. Mahoney, 491805, District 4; injured April 18, 1969............................ | 936.15 |
| Frank J. Marek, 500572, Traffic Division; injured February 7, 1969....................... | 460.30 |
| Lawrence M. Mastro, 509961, District 21; injured March 11, 1969.................. | 35.50 |
| Gregory A. Scafidi, 720653, District 13; injured May 10, 1969.............................. | 31.00 |
| Ralph M. Wiskur, 875745, District 6; injured June 21, 1969................................ | 29.50 |
| William Jordan, 392357, Youth Training Division; injured May 6, 1969............... | 10.00; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to issue vouchers, in conformity with the schedule herein set forth to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Fire and the Police Departments herein named. The payment of any of these bills shall not be construed as an approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of said claims is set opposite the names of the injured members of the Fire and the Police Departments, and vouchers are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937:

| | |
|---|---|
| Salvador Aguado, 004117, District 18; injured June 10, 1969............................$ | 11.00 |
| Robert W. Anderson, 013268, District 3; injured June 21, 1969............................ | 15.00 |
| Richard Allen, 008384, District 10; injured May 30, 1969.................................. | 10.00 |
| Stephen W. Antelek, 015098, District 8; injured June 20, 1969............................ | 23.00 |
| Nicholas Bacoulis, 021335, District 16; injured May 25, 1969.............................. | 13.00 |
| Martin Barrett, 029382, District 18; injured June 13, 1969.................................. | 42.00 |
| Samuel L. Barsevich, 030590, Task Force; injured June 15, 1969.............................. | 55.00 |
| Thomas W. Bolin, 058936, District 11; injured May 8, 1969.................................. | 12.00 |
| Stuart K. Bradshaw, 067804, District 21; injured May 26, 1969............................. | 97.50 |
| Carlos C. Bruno, 082337, Task Force; injured May 31, 1969.................................. | 45.00 |
| Edward J. Burns, 090722, District 11; injured May 16, 1969............................... | 125.00 |
| Joseph T. Cappello, 104478, District 20; injured September 13, 1968.................. | 25.00 |
| John P. Capesius, 103813, District 12; injurey May 16, 1969.................................. | 6.00 |
| James J. Carberry, 105294, District 13; injured September 16, 1968.................. | 11.00 |
| Joseph Catalano, 115172, District 14; injured June 5, 1969.................................. | 25.50 |
| George J. Chota, 122314, District 2; injured May 28, 1969.................................. | 13.50 |
| James P. Comito, 138162, District 20, injured May 15, 1969.................................. | 17.50 |
| Leo F. Ciesielski, 124890, Traffic Division; injured May 30, 1969..................... | 25.00 |
| Phillip J. Commodore, 138166, District 10; injured June 10, 1969........................ | 25.00 |
| Gerald A. Cooper, 146073, District 7; injured May 20, 1969.................................. | 16.00 |
| John E. Corcoran, 147563, District 12; injured May 16, 1969............................... | 11.00 |
| Robert R. Crapia, 154788, Youth Division; injured May 29, 1969........................ | 29.50 |
| Raymond W. Crawford, 155226, District 3; injured June 18, 1969........................ | 16.50 |
| Raymond W. Corrigan, 149155, Automotive Maintenance Division; injured June 29, 1969 .................................................. | 15.00 |
| Louis Cullotta, 160506, District 20; injured July 26, 1968.................................. | 12.75 |
| John R. Daciolas, 166612, District 18; injured June 10, 1969............................. | 406.50 |
| Julian Daggett, 166704, District 11; injured May 20, 1969.................................. | 22.00 |
| James N. Dahlberg, 166802, District 20; injured March 14, 1969........................... | 17.50 |
| James N. Dahlberg, 166802, District 20; injured June 17, 1969............................. | 15.00 |
| Joseph C. Danta, 170591, Traffic Division; injured August 20, 1968........................ | 28.00 |

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|---|---|
| Donald D. Dausinas, 171569, District 21; injured June 10, 1969 | $ 284.40 |
| Carl J. Demma, 183551, District 7; injured July 4, 1969 | 13.25 |
| Richard L. Devitto, 179000, District 11; injured April 22, 1969 | 30.00 |
| Edward H. Dolan, 194649, Task Force; injured June 3, 1969 | 17.50 |
| Thomas N. Dorsey, 200780, District 10; injured May 15, 1969 | 7.00 |
| Dorothy P. Doubek, 201024, Central Detention Section; injured July 2, 1969 | 17.00 |
| James R. Egan, 219035, District 3; injured June 21, 1969 | 16.50 |
| Michael R. Elias, 221065, District 10; injured May 30, 1969 | 10.00 |
| Mario T. Ferro, 237544, District 9; injured June 2, 1969 | 25.00 |
| Dominic Fiarenzo, 241000, District 14; injured June 5, 1969 | 30.50 |
| John P. Fleming, 247342, District 11; injured April 26, 1969 | 26.00 |
| James W. Freeburg, 259331, District 20; injured June 4, 1969 | 27.50 |
| Richard A. Fritz, 261670, District 14; injured May 31, 1969 | 12.00 |
| Liam A. Gallagher, 266489, District 3; injured June 24, 1969 | 12.50 |
| Robert L. Gallella, 265445, District 11; injured May 31, 1969 | 20.00 |
| John A. Garrido, 270520, District 19; injured June 23, 1969 | 38.00 |
| Cornelius Gordon, 291829, Bureau of Inspectional Division; injured June 20, 1969 | 21.50 |
| John Gregory, 302196, District 10; injured May 22, 1969 | 20.00 |
| Ignatius K. Grimaldi, 305286, District 12; injured May 16, 1969 | 13.00 |
| Robert L. Hack, 312087, Detective Division; injured May 19, 1969 | 30.00 |
| Edward J. Haggerty, 313116, District 9; injured June 5, 1969 | 10.00 |
| Joseph F. Hallihan, 315261, District 18; injured June 6, 1969 | 45.00 |
| Donald F. Halper, 315565, District 10; injured June 2, 1969 | 6.00 |
| Joseph W. Harrison, 325512, Task Force; injured April 20, 1969 | 10.00 |
| Joseph Harrison, 325512, Task Force; injured June 14, 1969 | 24.00 |
| Dennis Hatcher, 329075, Task Force; injured June 1, 1969 | 14.00 |
| Victor G. Hoffman, 350235, District 15; injured June 13, 1969 | 19.00 |
| David R. Holder, 351808, District 15; injured August 26, 1968 | 220.00 |
| Michael M. Hughes, 362891, Task Force; injured June 12, 1969 | 6.00 |
| John Jackson, 372117, District 2; injured June 15, 1969 | 45.00 |
| Rocco Jacobazzi, 373291, District 11; injured May 10, 1969 | 22.50 |
| Kenneth C. Johnson, 385618, District 20; injured September 6, 1968 | 12.75 |
| William Johnson, 387492, District 11; injured April 7, 1968 | 12.00 |
| Richard J. Kalecki, 396503, District 2; injured June 1, 1969 | 12.50 |
| Edward R. Kazupski, 403972, District 11; injured April 22, 1969 | $ 19.40 |
| John T. Keane, 404363, District 11; injured April 26, 1969 | 21.00 |
| Harvey E. Keefner, 405808, Task Force; injured June 17, 1969 | 18.85 |
| Dennis L. Kelley, 407577, District 19; injured June 16, 1969 | 13.00 |
| Edward T. Kennelly, 413655, District 17; injured May 21, 1969 | 15.00 |
| Joseph M. Kinsella, 421498, Detective Division; injured May 24, 1969 | 5.00 |
| Michael J. Kirby, 422027, District 15; injured June 26, 1969 | 22.00 |
| Thomas C. Kulekowskis, 430377, Police Training Division; injured May 29, 1969 | 40.50 |
| William G. LaFluer, 448985, Task Force; injured January 14, 1969 | 115.00 |
| Terrence M. Lanigan, 452483, District 2; injured May 17, 1969 | 13.00 |
| Laurence E. Lanners, 452548, District 14; injured June 9, 1969 | 12.00 |
| Kenneth F. Lavorata, 456659, District 12; injured May 3, 1969 | 10.00 |
| Raymond C. Long, 476031, District 4; injured June 9, 1969 | 27.00 |
| Herman H. Lorenz, 477098, Police Training Division; injured June 16, 1969 | 70.00 |
| Joseph P. Lowell, 479250, District 19; injured June 20, 1969 | 11.00 |
| Raymond P. Ludwig, 480884, District 8; injured June 16, 1969 | 18.85 |
| John M. Murray, 581475, District 12; injured May 16, 1969 | 11.00 |
| Cornelius Morgan, 567226, District 6; injured May 28, 1969 | 56.90 |
| Donald A. Moore, 564133, District 10; injured June 14, 1969 | 36.70 |
| Frank R. Mills, Jr., 555896, District 11; injured May 18, 1969 | 23.00 |
| Frank R. Mills, Jr., 555896, District 11; injured June 6, 1969 | 50.00 |
| Daniel R. McInerney, 533266, District 3; injured June 24, 1969 | 11.50 |
| Michael R. McComb, 520572, District 20; injured March 18, 1969 | 17.50 |
| Landon P. Matheson, 510249, District 20; injured February 19, 1969 | 17.50 |
| Dennis J. Maloney, 495359, District 20; injured June 3, 1969 | 49.50 |
| Raymond J. Malczynski, 493659, District 14; injured October 17, 1968 | 22.25 |
| Francis P. Maher, 490899, Traffic Division; injured April 23, 1969 | 5.00 |
| Donald G. Macak, 486231, Task Force; injured May 9, 1969 | 25.00 |
| Marion T. Nash, 586063, District 2; injured May 28, 1969 | 28.50 |
| James F. Neil, 588650, Traffic Division; injured June 4, 1969 | 15.50 |
| Earl A. Nelson, 589628, District 11; injured May 17, 1969 | 29.00 |
| John N. Nielson, 594613, District 1; injured May 23, 1969 | 60.00 |
| Joseph L. Nilson, 595256, District 18; injured May 24, 1969 | 40.00 |
| Darie A. Nomellini, 597580, District 20; injured June 25, 1969 | 15.50 |

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|---|---|
| Bruno J. Nykaza, 602117, District 19; injured June 23, 1969 | $ 23.00 |
| Hugh F. O'Connor, 607142, District 20; injured May 3, 1969 | 32.00 |
| Jack L. Offerman, 618870, Task Force; injured May 17, 1969 | 17.50 |
| John N. O'Mara, 614698, Detective Division; injured May 24, 1969 | 6.00 |
| David R. Olsen, 620724, Task Force; injured January 8, 1969 | 24.00 |
| Dennis H. Olson, 621127, Public Information Division; injured June 24, 1969 | 15.00 |
| James A. O'Rourke, 616707, Task Force; injured June 17, 1969 | 18.85 |
| Carter L. Osleber, 623743, District 11; injured May 10, 1969 | 20.00 |
| George S. Papagiannis, 630143, District 14; injured May 21, 1969 | 55.00 |
| Ronald R. Pecka, 637686, District 6; injured April 16, 1969 | 38.00 |
| John Pennie, 639665, District 12; injured May 19, 1969 | 11.00 |
| Floyd W. Petersen, 643209, District 2; injured May 27, 1969 | 13.50 |
| Joseph V. Piekos, 648137, District 18; injured June 9, 1969 | 10.00 |
| Clifford P. Pienta, 648217, District 13; injured April 10, 1969 | 13.00 |
| Ronald H. Pikowski, 649479, District 1; injured June 30, 1969 | 47.00 |
| Michael W. Ponti, 655902, District 20; injured January 17, 1968 | 12.75 |
| Bruce E. Powell, 658720, District 18; injured June 17, 1969 | 115.00 |
| William F. Rabschutz, 670378, District 10; injured June 2, 1969 | 6.00 |
| Thomas F. Riley, 688095, District 19; injured June 23, 1969 | 10.00 |
| Lee R. Rivera, 690230, District 1; injured May 31, 1969 | 15.00 |
| Leonard M. Rizzi, 690425, District 8; injured June 28, 1969 | 25.25 |
| Stanley B. Robinson, 693266, Bureau of Inspectional Services; injured May 20, 1969 | 15.00 |
| Robert G. Roesch, 695382, District 20; injured July 11, 1968 | 12.75 |
| Todd S. Roney, 698326, District 20; injured May 9, 1969 | 62.00 |
| Raymond L. Ross, 701279, Task Force; injured May 5, 1969 | 33.00 |
| Harlan E. Rothgeb, 702600, District 18; injured May 17, 1969 | 20.00 |
| Jimmy L. Sanders, 716941, District 10; injured June 2, 1969 | 6.00 |
| John F. Serafini, 737794, District 17; injured June 14, 1969 | 32.00 |
| Ronald Simmons, 749853, Detective Division; injured June 3, 1969 | 10.00 |
| Bill D. Smith, 757306, District 13; injured June 15, 1969 | 7.00 |
| Raymond O. Smith, 761725, District 3; injured June 5, 1969 | 16.50 |
| William H. Smith, 762990, Traffic Division; injured May 30, 1969 | 25.00 |
| Roman H. Soprych, 767176, Task Force; injured May 10, 1969 | 45.00 |
| James C. Spicer, 770385, District 20; injured September 18, 1968 | 75.00 |
| Joseph L. Stachula, 772921, District 18; injured June 20, 1969 | $ 10.00 |
| Charles E. Springer, 771845, Task Force; injured June 2, 1969 | 23.00 |
| Charles W. Stanley, 774594, District 11; injured May 7, 1969 | 45.00 |
| Donald A. Stevens, 779769, District 15; injured June 22, 1969 | 14.00 |
| Stephen J. Stukel, 786514, District 20; injured September 6, 1968 | 30.25 |
| John Stygar, 786841, District 19; injured June 25, 1969 | 10.00 |
| John J. Sullivan, 789319, District 3; injured March 19, 1969 | 16.50 |
| Don L. Sweeney, 793546, District 1; injured May 6, 1969 | 30.00 |
| Otis C. Thames, 804586, District 6; injured June 10, 1969 | 35.50 |
| Jacqueline E. Thomas, 806092, Youth Division; injured May 31, 1969 | 16.50 |
| Ollie T. Thomas, Jr., 806750, District 2; injured June 11, 1969 | 10.00 |
| Louis Thompson Jr., 808289, District 21; injured June 8, 1969 | 13.50 |
| Paul Tillman, 810796, District 11; injured April 16, 1969 | 22.00 |
| Anthony Tranchita, 816845, District 14; injured June 7, 1969 | 38.00 |
| Kenneth E. Urbon, 826318, Task Force; injured May 30, 1969 | 32.15 |
| Alfredo Vallejo, 828563, Task Force; injured April 26, 1969 | 23.00 |
| David J. Van Cura, 828943, District 7; injured June 12, 1969 | 30.00 |
| Henry Wiemeler, 853770, District 8; injured July 1, 1969 | 18.00 |
| George A. Wilkins, 865513, Central Detention Section; injured June 10, 1969 | 58.00 |
| Flora L. Wilson, 871640, Youth Division; injured May 31, 1969 | 15.00 |
| Roger Wilson, 873005, District 20; injured July 5, 1968 | 20.00 |
| Robert W. Wojtkiewicz, 878071, District 14; injured June 25, 1969 | 53.00 |
| Lance C. Wrightsell, 882708, District 7; injured June 8, 1969 | 31.00 |
| William J. Zeilenga, 890055, Youth Division; injured May 28, 1969 | 18.00 |
| Adolph J. Zygowicz, 895482, District 18; injured June 21, 1969 | 26.00 |
| Donald R. Barany, 022680, District 20; injured February 6, 1969 | 15.00 |
| Albert M. Frank, 257411, Police Training Division; injured June 20, 1969 | 45.00 |
| Fred E. Allen, 008004, District 16; injured June 4, 1969 | 31.00 |
| Louis V. Amari, 010153, District 12; injured May 18, 1969 | 11.65 |
| John M. Brennan, 071751, District 21; injured June 3, 1969 | 45.50 |
| Michael T. Callahan, 100038, District 6; injured May 27, 1969 | 35.00 |
| Joseph W. Cerami, 117714, District 16; injured July 5, 1969 | 35.00 |
| Walter H. Collins, 137460, District 2; injured July 4, 1969 | 10.00 |
| Richard D. Curley, 162190, Task Force; injured June 3, 1969 | 20.00 |

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|---|---|
| Gerard H. Erkenswick, 225132, Bureau of Inspectional Services; injured June 25, 1969 | $ 15.00 |
| Robert Flood, 248500, Task Force; injured July 6, 1969 | 42.25 |
| Frank A. Galladora, 265857, Police Training Division; injured June 26, 1968 | 27.50 |
| Herbert W. Gordon, 292065, District 14; injured June 24, 1969 | 20.00 |
| Rene R. Hidalgo, 343859, District 4; injured May 28, 1969 | 30.00 |
| William E. Hindes, 346702, District 20; injured June 21, 1969 | 17.00 |
| Jack P. Hines, 346785, District 3; injured June 27, 1969 | 15.30 |
| Russell B. Howard, 359393, Task Force; injured June 19, 1969 | 29.00 |
| Donald J. Janiak, 376498, District 4; injured June 13, 1969 | 15.00 |
| James A. Juhas, 394245, District 14; injured July 4, 1969 | 25.00 |
| Don M. King, 419405, District 21; injured June 8, 1969 | 37.00 |
| Roman Z. Kulawiec, 443387, District 2; injured June 20, 1969 | 36.50 |
| Stephen M. Kwinski, 446016, District 4; injured June 13, 1969 | 35.00 |
| William P. Le Tourneau, 458475, District 8; injured June 27, 1969 | 29.00 |
| Francis J. Murczek, 577070, District 10; injured June 16, 1969 | 10.00 |
| John M. Nazimek, 587359, Police Training Division; injured June 12, 1969 | 25.00 |
| Frank P. Nolan, 596585, District 3; injured June 26, 1969 | 11.50 |
| Thomas F. Pechous, 637525, District 14; injured December 15, 1968 | 6.00 |
| George Preski, 662170, District 9; injured June 7, 1969 | 42.50 |
| Geo. E. Sarafin, 718520, Task Force; injured June 26, 1969 | 12.00 |
| Donald R. Torres, 815028, District 20, injured January 25, 1968 | 27.00 |
| Robert L. Wilson, 872942, District 2; injured June 29, 1969 | 19.00 |
| Thomas F. Pechous, 637525, District 14; injured June 21, 1969 | 10.00 |
| Edward P. Kelly, 408710, Central Services Division; injured June 3, 1969 | 13.25 |
| Louis H. Arado, 015925, District 17; injured June 8, 1969 | 42.50 |
| Thomas R. Baroni, 028664, District 15; injured July 5, 1969 | 7.00 |
| George E. Barzydlo, 031981, Bureau of Inspectional Division; injured June 13, 1969 | 53.35 |
| Orlando V. Bellini, 039272, District 18; injured June 30, 1969 | 20.00 |
| Lavoren R. Blakely, 052877, Bureau of Inspectional Services; injured May 21, 1969 | 12.50 |
| James P. Comito, 138162, District 20; injured June 3, 1969 | 34.50 |
| Alphonse E. Ditore, 192418, District 4; injured July 10, 1969 | 18.00 |
| Joseph J. Eisa, 220398, District 18; injured July 3, 1969 | 34.00 |
| Robert L. Entwistle, 224043, District 15; injured July 11, 1969 | 6.00 |
| Emil Garzo, 271875, District 14; injured May 28, 1969 | $ 10.00 |
| John C. Haran, 320413, District 18; injured June 30, 1969 | 12.00 |
| John H. Hoeger, 349324, District 19; injured July 14, 1969 | 10.00 |
| Joseph Iverson, 369759, Bureau of Inspectional Services; injured July 17, 1969 | 12.50 |
| William H. Jerozal, 381654, Task Force; injured July 8, 1969 | 30.00 |
| Eugene Johnson, 384152, Task Force; injured July 9, 1969 | 50.00 |
| Theodore R. Johnson, 387092, District 2; injured June 27, 1969 | 13.50 |
| Donald F. Kann, 399027, District 15; injured July 12, 1969 | 7.00 |
| John P. Koclanis, 428438, District 21; injured June 19, 1969 | 40.00 |
| Gerald J. Kush, 444875, District 6; injured October 18, 1968 | 33.00 |
| Sidney Lloyd, 473097, District 2; injured June 28, 1969 | 11.00 |
| Duane M. Lyle, 483174, Police Training Division; injured June 13, 1969 | 25.00 |
| Lawrence P. Miller, 554434, District 17; injured June 26, 1969 | 22.00 |
| Dennis J. Mizera, 559435, District 2; injured May 23, 1969 | 12.00 |
| Marion T. Nash, 586063, District 2; injured July 5, 1969 | 12.50 |
| Ted Joseph Przepiora, 665229, District 10; injured July 3, 1969 | 11.25 |
| Charles E. Ratcliff, 674935, District 3; injured July 13, 1969 | 20.00 |
| Herbert C. Reschke, 682617, District 15; injured July 11, 1969 | 21.00 |
| Anthony J. Rohl, 696520, District 4; injured July 6, 1969 | 17.00 |
| Harlan E. Rothgeb, 702600, District 18; injured July 11, 1969 | 15.00 |
| Patsy Schiavone, 724776, District 3; injured July 15, 1969 | 16.50 |
| Paul W. Serwatka, 738461, District 14; injured December 15, 1968 | 6.00 |
| Lewis P. Smith, 760932, District 21; injured April 3, 1969 | 262.50 |
| Edmond M. Stack, 773020, District 15; injured May 26, 1969 | 23.00 |
| Norman R. Stubitch, 786385, District 8; injured June 17, 1969 | 38.00 |
| Charles H. Sudis, 787315, Task Force; injured July 9, 1969 | 24.00 |
| Anthony J. Wieclawski, 863052, District 15; injured July 4, 1969 | 17.00 |
| John L. Wiksten, 864131, District 2; injured July 11, 1969 | 16.00 |
| Chris R. Wojtkiewicz, 878036, District 18; injured July 2, 1969 | 50.00 |
| Frank V. Zito, 893417, District 3; injured July 6, 1969 | 11.50 |
| Salvador Aguado, Jr., 004117, District 18; injured July 14, 1969 | 16.00 |
| Maurice J. Beacham, 034914, Traffic Division; injured May 27, 1969 | 12.00 |
| Joseph F. Biamonte, 047150, District 21; injured June 25, 1969 | 12.50 |
| Thomas P. Brennan, 072050, District 18; injured July 17, 1969 | 26.00 |

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|---|---|
| Edward B. Briggs, 073876, District 8; injured July 19, 1969 | $ 27.00 |
| John A. Camp, 101171, Police Training Division; injured July 1, 1969 | 12.50 |
| Richard D. Curely, 162190, Task Force; injured June 26, 1969 | 5.00 |
| John J. DeLoughery, 182872, Task Force; injured April 27, 1969 | 37.50 |
| Gregory Demas, 177650, Traffic Division; injured July 16, 1969 | 32.50 |
| Raul A. Flores, 248696, District 12; injured June 20, 1969 | 6.00 |
| John M. Fritz, 261625, Police Training Division; injured June 30, 1969 | 14.00 |
| Mario A. Giannoni, 278519, Police Training Division; injured June 26, 1969 | 12.55 |
| Peter D. Gravante, 298276, District 21; injured June 19, 1969 | 45.00 |
| James R. Griffin, 303738, District 4; injured July 5, 1969 | 17.50 |
| James M. Guswiler, 310713, Police Training Division; injured June 27, 1969 | 10.00 |
| George W. Hampton, 317101, Traffic Division; injured May 18, 1969 | 56.00 |
| John C. Haran, 320413, District 18; injured July 16, 1969 | 16.00 |
| Amos Harris, Jr., 323610, Youth Division; injured April 8, 1968 | 12.50 |
| John H. Hoeger, 349324, District 19; injured July 9, 1969 | 80.00 |
| James J. Jones, 389776, District 20; injured July 21, 1969 | 42.50 |
| David G. Johnson, 383433, District 5; injured October 13, 1968 | 698.00 |
| James R. Jones, 398781, District 21; injured June 14, 1969 | 12.50 |
| John P. Kennedy, 413045, District 21; injured June 25, 1969 | 12.00 |
| Robert E. Keto, 416150, Task Force; injured July 4, 1969 | 12.55 |
| John J. Kowatt, 435436, Traffic Division; injured June 18, 1969 | 21.00 |
| William C. Kuelbs, 442681, District 3; injured July 6, 1969 | 12.50 |
| Arthur L. LaGace, 446813, District 21; injured June 28, 1969 | 10.00 |
| James Lipinski, 471358, Task Force; injured July 26, 1969 | 51.50 |
| Howard D. Mahoney, 491805, District 4; injured July 8, 1969 | 27.00 |
| James Mannion, 498203, District 19; injured July 19, 1969 | 30.00 |
| Thomas P. McDonough, 525423, District 18; injured July 16, 1969 | 16.00 |
| James D. McEnroe, 526257, District 6; injured June 29, 1969 | 68.50 |
| Edward J. McGovern, 529330, District 3; injured July 14, 1969 | 30.80 |
| James R. Padar, 626150, District 18; injured July 20, 1969 | 30.00 |
| Gerald F. Quinn, 669330, District 6; injured July 5, 1969 | 18.00 |
| Thomas H. Randell, 673525, District 18; injured July 19, 1969 | 31.25 |
| Frank T. Reeger, 678449, District 19; injured July 18, 1969 | 12.50 |
| Robert G. Roesch, 695382, District 20; injured May 31, 1969 | 47.00 |
| John Russell Scalise, 721092, Task Force; injured June 29, 1969 | $ 14.00 |
| Ronald Simmons, 749853, Police Training Division; injured June 24, 1969 | 10.00 |
| Richard J. Spielman, 770500, District 6; injured July 19, 1969 | 16.40 |
| John Stachnik, 772789, District 1; injured April 20, 1969 | 2,927.10 |
| Raymond J. Starzynski, 775951, Detective Division; injured November 19, 1968 | 25.00 |
| Lawrence E. Stomp, 782575, Detective Division; injured July 14, 1969 | 42.50 |
| John R. Sullivan, 789176, Automotive Pound Section; injured June 16, 1969 | 41.25 |
| Harry A. Tannehill, Jr., 798845, Youth Division; injured July 16, 1969 | 6.00 |
| Henry J. Urbanek, 826205, District 2; injured June 20, 1969 | 13.50 |
| Eddie Wallace, 840846, District 11; injured June 26, 1969 | 12.50 |
| Lawrence H. Washington, 849102, District 3; injured July 14, 1969 | 20.00 |
| Robert W. White, 861810, District 2; injured June 17, 1969 | 27.00 |
| Richard Wisniewski, 876035, District 7; injured July 20, 1969 | 38.00 |
| John Joseph Wotring, 881548, District 16; injured July 11, 1969 | 32.00 |
| Max O. Ziegler, 891629, District 20; injured July 17, 1969 | 59.50 |
| James Mugnai, Firefighter, Engine Co. 22; injured April 2, 1969 | 12.00 |
| Thomas W. Mulcahy, Firefighter, Engine Co. 15; injured October 23, 1968 | 43.00 |
| James E. Murphy, Firefighter, Hook and Ladder 34; injured April 5, 1969 | 11.50 |
| Donald Nagela, Firefighter, Engine 126; injured March 18, 1969 | 34.75 |
| Leon J. Noe, Firefighter, Hook & Ladder 56; injured April 3, 1969 | 19.75 |
| Walter A. Rzonca, Engineer 2nd Division; Relieving injured March 19, 1969 | 21.00 |
| Michael Schoenecker, Firefighter Salvage Squad 4; injured January 31, 1969 | 13.50 |
| William J. Smith, Firefighter, Engine 64; injured December 9, 1968 | 19.50 |
| Robert Stevens, Firefighter, Hook & Ladder 11; injured March 22, 1969 | 43.50 |
| Jesse F. Stewart, Captain, Engine 95; injured January 23, 1969 | 22.00 |
| Melvin Stubinger, Firefighter, Engine 71; injured January 9, 1969 | 48.00 |
| Donald Svachula, Firefighter, Salvage Squad 6; injured May 2, 1969 | 16.00. |

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### Authority Granted for Payments of Miscellaneous Refunds, Compensation for Property Damage, Etc.

The Committee on Finance submitted a report recommending that the City Council pass a proposed order transmitted therewith, to authorize payments of miscellaneous claims.

On motion of Alderman Keane the said proposed order was *Passed*, by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Despres, Rayner, Cousins, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—42.

*Nays*—None.

The following is said order as passed:

*Ordered,* That the City Comptroller is authorized and directed to pay to the following-named persons the respective amounts set opposite their names, same to be in full settlement for refund of building permit fees as indicated and to charge same to Account No. 100.9112.934:

| *Name and Address* | *Permit No.* | *Amount* |
|---|---|---|
| G. A. Rafel Co., Inc., 2112 W. Lawrence Av. | C-W 35578 | $394.75 |
| North-West Realty Co., Hyman Soltan, 7000 N. California Av. | 23536 | 368.00; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named person the amount set opposite his name, same to be in full settlement for damage to vehicle on the date and at the location indicated, and to charge the same to Account No. 100.9112.934:

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| David D. Marcus 9822 N. Glendale Lane, Niles, Ill. | 7-3-69 W. Lawrence Av. and N. Laramie Av. | $82.74; |

and

*Be It Further Ordered,* That the Commissioner of Water and Sewers is authorized and directed to pay to the following-named person the amount set opposite his name, same being in full settlement for damage to vehicle, on the date and at the location indicated, and to charge same to Account No. 200.9112.935:

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| John A. O'Leary % Boodell, Sears, Sugrue and Crowley, 33 N. LaSalle St. | 7-6-69—W. North Av. and N. Nordica Av. | $48.51; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named persons the respective amounts set opposite their names, same to be in full settlement for damage to vehicles on the date and at the location indicated, and to charge the same to Account No. 100.9112.934:

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Allstate Insurance Co. and Louis R. Gottshalk, 9933 N. Lawler Av., Skokie, Ill. | 1-8-69—Near E. 54th St. and S. Lake Park Av. | $197.52 |
| Edward M. Young, 531 W. 42nd Pl. | 6-23-69—Near W. 48th Pl. and S. Wallace St. | 101.34 |
| J. L. VanDerVort, 5875 N. Lincoln Av. | 1-27-69—5875 N. Lincoln Av. | 112.11 |
| Max Schwartz, 2734 W. Summerdale Av. | 4-4-69—W. Division St. and N. Desplaines St. | 220.00 |
| Monir Sahari, 3214 W. Wilson Av. | 4-29-69—3214 W. Wilson Av. | $200.00 |
| Motors Insurance Corp. and Seldon Clark, 5930 N. Lincoln Av. | 5-23-69—2775 N. Lehman Ct. | 89.62 |
| Joseph F. Dresden, 3349 S. Racine Av. | 5-17-69—2405 W. 47th St. | 94.60 |
| Allstate Insurance and Guenther G. Wezek, 9933 N. Lawler Av., Skokie, Ill. | 1-18-69—W. Balmoral Av. and N. Wolcott Av. | 477.69 |
| Allstate Insurance and Govanni Rubino, 9933 N. Lawler Av., Skokie, Ill. | 3-3-69—6258 S. Morgan Av. | 65.13 |
| Allstate Insurance and Charles Jackson, 9933 N. Lawler Av., Skokie, Ill. | 4-22-69—E. 53rd St. and S. Lake Shore Dr. | 170.61 |
| Home Automobile Ins. Co. and Mary Louise Chitty, 209 W. Jackson Blvd. | 2-25-69—W. 68th St. and S. Wentworth Av. | 148.36 |
| Carmen F. Iorio, 821 S. Miller St. | 6-10-69—804 S. Miller St. | 35.00 |
| Allstate Insurance Co., Frank Wilczak, 9933 N. Lawler Av., Skokie, Ill. | 4-27-69—5513 N. Neva Av. | 190.00 |
| Charles Newell, 1748 N. Monticello Av. | 6-18-69—W. Roosevelt Rd. and S. Pulaski Rd. | 65.80 |
| State Farm Insurance Co. and William Trautman, 9800 Milwaukee Av., DesPlaines, Ill. | 12-28-68—E. 115th St. and S. Indiana Av. | 78.23 |
| Pablo LaBoy, 2058 W. Grand Av. | 2-10-69—2915 N. Sheffield Av. | 234.25 |
| Lillie Walker, 4311 W. 21st Pl. | 6-18-69—1154 S. Kostner Av. | 43.56 |
| G. M. Torres, 3424 N. Elaine Av. | 7-12-69—3424 N. Elaine Av. | 45.84 |
| Tom Merchant, 9855 S. Prospect Av. | 6-4-69—W. 107th St. and S. Vincennes Av. | 56.39; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named persons the respective amounts set opposite their names, same to be in full settlement for damage to vehicles on the date and at the location indicated, and to charge the same to Account No. 100.9112.934:

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Alfonso Stellato, 831 S. Bishop St. | 9-30-68—W. Polk St. and S. Ashland Av. | $106.90 |

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Edward Kane % Schurl Rosmarin, Attorney, 134 N. LaSalle St. | 6-10-68—Between S. Torrence and S. Stony Island Avs. | $334.26 |
| Rev. Ernest Strawhorn, 7340 S. Langley Av. | 10-22-68—W. 64th St. and S. Carpenter St. | 25.00 |
| Mrs. Adele Major, 8451 S. Mansfield Av., Oaklawn, Ill. 60459 | 1-22-69—N. Halsted St. and W. Huron St. | 3.00 |
| Edmond Godlewski, 447 W. Oakdale Av. | 1-20-69—N. Halsted St. and W. Huron St. | 50.00 |
| Newell W. Bellamy, 372 W. Washington Blvd., Hoffman Estates, Ill. 60172 | 8-22-68—5107 S. Racine Av. | 199.24 |
| Margaret S. Stanton, % Allstate Insurance Co., 9933 N. Lawler Ave., Skokie, Ill. 60076 | 12-15-68—512 N. Cicero Av. | 207.40 |
| Leon Faitek, 3001 S. Dr. Martin Luther King, Jr. Dr. | 1-18-69—E. 67th St. and S. Lake Shore Dr. | 13.67 |
| Martin J. Farrell, 2502 W. Pensacola Av. | 3-2-69—E. 32nd St. and S. South Shore Dr. | 41.17 |
| Continental National American Group and Michael Englehart, 175 W. Jackson Blvd., Room 821 | 1-23-69—2625 N. Kostner Av. | 78.47 |
| Arthur D. Lowenthal, 1525 E. 53rd St. | 1-25-69—E. 53rd St. and Viaduct | 140.51 |
| Carol Rentz, 7915 S. Kedzie Av. | 1-30-69—W. 67th St. and S. Kedzie Av. | 51.00 |
| Edward S. Smith, 2400 Fir Street, Glenview, Ill. | 4-13-69—20 E. Hubbard St. | 93.30 |
| Earl Vahl, 11943 S. Lafayette Av. | 3-19-69—95th St. and S. State St. | 41.14 |
| William Gellman, 3500 N. Lake Shore Dr. | 4-15-69—N. Lake Shore Dr. and E. Banks St. | 43.00 |
| Dolores Leonard, 10106 S. Princeton Av. | 4-28-69—7111 S. Chicago Av. | 89.45 |
| Jerome Konieczny, 4630 W. 47th St. | 5-19-69—S. Cicero Av. and W. 43rd St. | 10.59 |
| Mrs. John Gates, 3908 N. Kimball Av. | 5-19-69—3904 N. Kimball Av. | 15.00 |
| Gale Fultz, 3921 W. Addison St. | 5-22-69—N. Jersey Av. and W. Peterson Av. | 86.60 |
| Mabel Fray, 1319 W. Estes Av. or 7833 N. Luna Av., Morton Grove, Ill. | 5-4-69—2646 N. Ashland Av. | $ 68.84 |
| Marlene Agretti, 2420 W. 25th St. | 5-15-69—W. 75th St. and S. Ashland Av. | 24.00 |
| Troy's Motor Service, 2636 N. Lakewood Av. | 5-22-69—W. Addison St. and N. Ashland Av. | 80.00 |
| State Farm Insurance and Wilbur Schuerr, 9800 N. Milwaukee Av., DesPlaines, Ill. | 9-30-68—2028 Elm Rd. | 92.79 |
| Edward E. Newman, 9821 S. Marquette Av. | 6-12-69—E. 103rd St. and S. Doty Av. | 220.15 |
| Mr. John Miller, 8229 S. Peoria St. | 5-6-69—1005 W. 71st St. | 241.38 |
| Home Insurance Co., 10 S. Riverside Plaza, P.O. Box 7163 | 5-7-69—215 N. Wabash Av. | 129.65 |
| Aetna Casualty and Raymond McCollim % G. J. Ault, 120 S. LaSalle St. | 8-6-68—4515 N. Ravenswood Av. | 47.95 |
| Mrs. Marge Himmer, 3510 N. Paulina St. | 5-21-69—W. Irving Park Rd. and N. Ashland Av. | 44.00 |
| Raymond Cruse, 507 S. Whitney Av., Kewanee, Ill. 61443 | 4-28-69—1145 W. Loyola Av. | 58.30 |
| Louis Magg, 9946 S. Walden Parkway | 7-18-69—101st Pl. and S. Longwood Dr. | 16.00 |
| Mr. Paul Graf, 2027 N. Neva Av. | 5-14-69—N. Clark St. and W. Fullerton Av. | 38.00; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named persons the respective amounts set opposite their names, same to be in full settlement for damage to property on the date and at the location indicated, and to charge the same to Account No. 100.9112.934:

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Mount Hope Cemetery Association % Tenney, Bentley, Howell, Askow & Lewis, 69 W. Washington St. | 2-23-69—W. 115th St. and S. Fairfield Av. | $700.00 |
| Val Jablonski, 1315 Mohawk, Kalamazoo, Mich. 49007 | 8-8-69—18th District | 198.00; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named persons the respective amounts set opposite their names, same to be in full settlement for property damage and/or personal injuries on the date and at the location indicated, and to charge the same to Account No. 100.9112.934:

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Victor Foster, 5631 N. Kenneth Av. | 2-4-69—W. Peterson and N. Kilbourn Aves. | $ 56.00 |
| Grace Ahrstrom, 1735 N. Talman Av. | 3- 69—N. Lincoln Av. at W. Melrose St. | 33.25 |
| Nathan Blum, 424 W. Diversey Av. | 11-21-68—N. Pine Grove Av. near Commonwealth Hotel | 57.00 |
| Mr. M. Harte, 4452 N. St. Louis Av. | 5-20-69—4452 N. St. Louis Av. | 109.95 |
| Mrs. U. N. Caswell, 421 E. 41st St. | 3-20-69—421 E. 41st St. | 50.00 |
| Raymond Nowakowski, 13230 S. Avenue M | 6-9-69—13230 S. Avenue M | 10.00 |
| Frank J. Lang, Fort Dearborn Hotel, 401 S. LaSalle St.—Room 1432 | 9-3-68—W. Van Buren St. and S. Sherman Av. | 12.90; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named person the amount set opposite his name, same to be in full settlement for personal injuries on the date and at the location indicated, and to charge same to Account No. 100.9112.934:

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Patrick J. Burns, 1456 W. Rosemont Av. | 4-26-69—1421 W. Bryn Mawr Av. | $182.60; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named persons the respective amounts set opposite their names, same to be in full settlement for property and/or vehicle damages on the date and at the location indicated, and to charge same to Account No. 100.9112.934:

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Mrs. Irving Kron, 6336 N. Mozart St. | 2-6-69—6336 N. Mozart St. | $ 37.50 |
| University Acceptance Corp. and Oscar Villabol % D. R. Peterson, Mgr., 1012 W. Chicago Av., Evanston, Ill. 60202 | 5-31-69—4630 N. Racine Av. | 97.85 |
| William Steward, 8011 S. State St. 60619 | 7-3-69—W. 65th and S. Harper Av. | 359.09 |
| John W. Yerkes, 5626 Thurlow Av., Hinsdale, Ill. 60521 | 6-24-69—4750 N. Sheridan Rd. | 117.90; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named persons the respective amounts set opposite their names, same being for various license refunds as indicated, and to charge same to Account No. 100.9112.934:

| *Name and Address* | *License No.* | *Amount* |
|---|---|---|
| 71st and Vernon Liquors, Inc., 100-02 E. 71st St. | Liquor No. 6877 | $465.00 |
| Noe Trevino, 3451 W. 26th St. | Liquor No. 7295 | 465.00 |
| Clara Mae Role, 9225 S. Emerald Av. | Liquor No. 6736 | 49.02 Pro-rated $2.58 for 19 da. |
| Calvin Edge, 1111 W. 79th St. | Liquor No. 3991 | 49.02 Pro-rated $2.58 for 19 da. |
| Ernestine Randall, 9238 S. Bennett Av. | Liquor No. Receipt No. H-73155 | 465.00 |
| Marie Holt, 6403-05 S. Dr. Martin Luther King Jr. Dr. | Liquor No. 5956 | 333.22 Pro-rated $77.50 per mo. 4 mo. and $2.58 for 9 days |
| Benny Jackson, 7825 S. Laflin St. | Food H-64945 | 25.00 |
| Stephanie Piecuch, 5471 N. Monitor Av. | Food 2736 | 9.00 Pro-rated for 6 mo. |
| Adrian Cruz, 1365 W. Huron St. | Tobacco 6342 | 50.00 |
| William J. Honquest & Co., 2117 N. 76th Ct., Elmwood Park, Ill. | Tobacco 7860 | 50.00 |
| Leon Goddfried and William Danziager % George Colucci, 3651 W. Armitage Av. | Tobacco 9474 | 50.00 |
| Ann Mae Hofmann, 2166 N. Merrimac Av. | Dog 59145 & 59146 | 4.00 |
| Marion Byers, 1036 Ferdinand Av., Forest Park, Ill. | Dog 6968 | 2.00 |
| American Window Cleaning Co. % Mr. Harry H. Henry, 29 S. LaSalle St. | Window Cleaning No. 12 | 55.00; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named persons the respective amounts set opposite their names, same being refund of fees paid for vehicle license as indicated, and to charge same to Account No. 300.9112.990:

| *Name and Address* | *License No.* | *Amount* |
|---|---|---|
| Kent A. Marthaler, 530 W. Barry Av. | X-310944 | $15.00 |
| Estate of Joseph J. Ambrose % John Ambrose, 3246 N. Neenah Av. | U-480626 | 30.00 |

| *Name and Address* | *License No.* | *Amount* |
|---|---|---|
| Sonia Samec, 7338 W. 40th St., Lyons, Ill. | X-444386 | 15.00 |
| Robert Novak, 3520 W. 115th Pl. | U-751715 | 15.00 |
| Paul Negri, 12852 S. Exchange Av. | TA-363 | 10.00 |
| A.G.B. Distributors, Inc., 840 W. 51st St. | B-19867 | 33.50 |
| Sandra Bentley Rainey, 1916 S. Hamlin Av. | U-369733 | 15.00 |
| James Scott Dykes, 6146 N. Ozark Av. | U-416391 | 15.00 |
| Filippos Naltsas, c/o Berens Motors, Inc., 6221 N. Western Av. | X-142226 | 7.50 |
| Henry Postell, 7947 S. Morgan St. | U-374765 | 15.00 |
| Edward Skorczewski, 5725 W. Wilson Av. | X-140409 | 7.50 |
| Rodney David Wells, 7938 S. Bennett Av. | U-369216 | 15.00; |

and

*Be It Further Ordered,* That the Commissioner of Water and Sewers is authorized to pay to the following-named persons the respective amounts set opposite their names, same being refunds of water rates on account of underground leaks collected against premises indicated, and charge same to Account No. 200.8220.935:

| *Name and Address* | *Location* | *Amount* |
|---|---|---|
| Dave Wilson, 1433 S. Karlov Av. | 1433 S. Karlov Av. | $ 79.05 |
| Clyde Henson, 4005 S. Indiana Av. | 4005 S. Indiana Av. | 186.45 |
| Robert H. Tucker, 561 W. Arlington Pl. | 1007 N. LaSalle St. | 49.45. |

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### Decrease of Water Rates Authorized.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

*Ordered,* That the Commissioner of Water and Sewers is authorized to decrease the amount due by the amount set opposite the name of the claimant upon payment of the unpaid balance; same being abatement of water rates on account of underground leaks:

| *Name and Address* | *Location* | *Amount* |
|---|---|---|
| Ernest Harris, 3942 W. Arthington St. | 3942 W. Arthington St. | Decr. $200.00. |

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Despres, Rayner, Cousins, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—42.

*Nays*—None.

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### Authorization for Payment to Felix Winiarski Amended.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

*Ordered,* That the order passed by the City Council on May 28, 1969 (C.J.P. 5579) granting authority to issue a voucher in full settlement of a claim, be and the same is hereby amended by striking out the name of "Felix Winiarski" which appears on the 42nd and 43rd lines in the right-hand column on page 5579 of the Council Journal of May 28, 1969 which reads as follows:

"Allstate Insurance Co. and Felix Winiarski,
9933 N. Lawler Av., Skokie, Ill. 60076
8-17-67 N. Clark and W. Ontario Sts. $50.00"

and the City Comptroller is authorized and directed to accept City of Chicago Check returned by Allstate Insurance Co., in the amount of $50.00, check No. 041557 for the reason that Felix Winiarski signed a release to Allstate Insurance Co.; and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to issue a new voucher in full settlement of said claim to Allstate Insurance Co., 9933 N. Lawler Av., Skokie, Ill. 60076, in the amount of $50.00.

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Despres, Rayner, Cousins, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—42.

*Nays*—None.

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### *Action Deferred*—ON PROPOSED 1969 AMENDATORY LAKE FRONT ORDINANCE.

The Committee on Finance submitted the following report which was at the request of two aldermen present (Alderman Singer and Alderman Cousins) *Deferred* and ordered published:

CHICAGO, September 5, 1969.

*To the President and Members of the City Council:*

Your Committee on Finance to which was referred a communication dated July 29, 1969 from the Office of the Mayor transmitting the 1969 Amendatory Lake Front Ordinance having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

[Proposed ordinance printed in Committee Pamphlet No. 16]

This recommendation was concurred in by 30 members of the committee, with 1 dissenting vote.

Respectfully submitted,

(Signed) THOMAS E. KEANE,
*Chairman.*

### *Action Deferred*—ON PROPOSED ORDINANCE TO AUTHORIZE INCREASE OF MUNICIPAL RETAILER'S OCCUPATION TAX TO 1% RATE OF TAXATION.

The Committee on Finance submitted the following report which was at the request of two aldermen present (Alderman Hoellen and Alderman O'Rourke) *Deferred* and ordered published:

CHICAGO, September 5, 1969.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred a communication dated August 21, 1969 from the Office of the Mayor transmitting an ordinance amending Section 132-1 of the Municipal Code of Chicago. This amendment authorizes increasing the Municipal Retailer's Occupation Tax from ¾ of 1% to 1% effective October 1, 1969 having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

[Proposed ordinance printed in Committee Pamphlet No. 17]

This recommendation was concurred in by 33 members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS E. KEANE,
*Chairman.*

### *Action Deferred*—ON PROPOSED ORDINANCE TO AUTHORIZE INCREASE OF MUNICIPAL SERVICE OCCUPATION TAX TO 1% RATE OF TAXATION.

The Committee on Finance submitted the following report which was at the request of two aldermen present (Alderman Hoellen and Alderman O'Rourke) *Deferred* and ordered published:

CHICAGO, September 5, 1969.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred a communication dated August 21, 1969 from the Office of the Mayor transmitting an ordinance amending Section 132-43 of the Municipal Code of Chicago. This amendment authorizes increasing the Municipal Service Occupation Tax from ¾ of 1% to 1% effective October 1, 1969 having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

[Proposed ordinance printed in Committee Pamphlet No. 17]

This recommendation was concurred in by 33 members of the committe, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS E. KEANE,
*Chairman.*

### *Action Deferred*—ON PROPOSED ORDINANCE TO AUTHORIZE EXECUTION OF LEASE AGREEMENT WITH ILLINOIS MEN'S AND BOY'S APPAREL CLUB, INC. FOR SPACE AT NAVY PIER.

The Committee on Finance submitted the following report which was at the request of two aldermen present (Alderman Despres and Alderman Simon) *Deferred* and ordered published:

CHICAGO, September 5, 1969.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred a communication dated July 18, 1969 from the City Comptroller transmitting an ordinance authorizing a lease agreement submitted by Illinois Men's and Boy's Apparel Club, Inc., to rent space at Navy Pier Convention Facilities for staging Trade Show for a one-week period commencing April 11 and terminating April 17, 1970 having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

[Proposed ordinance printed in Committee Pamphlet No. 17]

This recommendation was concurred in by 33 members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS E. KEANE,
*Chairman.*

### *Action Deferred*—ON PROPOSED ORDINANCE TO AUTHORIZE EXECUTION OF LEASE AGREEMENT WITH CHRYSLER REALTY CORPORATION FOR COMMISSION ON HUMAN RELATIONS.

The Committee on Finance submitted the following report which was at the request of two aldermen present (Alderman Despres and Alderman Simon) *Deferred* and ordered published:

CHICAGO, September 5, 1969.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred a communication dated August 6, 1969 from the Office of the City Comptroller transmiitting an ordinance to authorize a lease from Chrysler Realty Corporation, for approximately 5,526 square feet of office space on the third floor of building at 640 N. LaSalle St. for use by Commission on Human Relations. Lease is for a period from 9/1/69, or date of occupation, to 8/31/74, or five years after date of occupancy, with clause permitting Lessee to terminate by ninety days prior written notice after August 31, 1970, at a rental of $2,433.37 per month the first year having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

[Proposed ordinance printed in Committee Pamphlet No. 17]

This recommendation was concurred in by 33 members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS E. KEANE,
*Chairman.*

### *Action Deferred*—ON PROPOSED ORDINANCE TO AUTHORIZE EXECUTION OF LEASE AGREEMENT WITH CHRYSLER REALTY CORPORATION FOR DEPARTMENT OF HUMAN RESOURCES.

The Committee on Finance submitted the following report which was at the request of two aldermen present (Alderman Despres and Alderman Simon) *Deferred* and ordered published:

CHICAGO, September 5, 1969.

***To the President and Members of the City Council:***

Your Committee on Finance to which was referred a communication dated August 6, 1969 from the Office of the City Comptroller transmitting an ordinance to authorize a lease from Chrysler Realty Corporation, for approximately 22,942 square feet of office space on third floor of building at 640 N. LaSalle St. Lease is for a period from 9-1-69, or date of occupation, to 8-31-74, or five years after date of occupation, with clause permitting Lessee to terminate by ninety days prior written notice after 8-31-70, at a rental of $10,110.83 per month for the first year, space to be used by the Department of Human Resources, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

[Proposed ordinance printed in Committee Pamphlet No. 17]

This recommendation was concurred in by 33 members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS E. KEANE,
*Chairman.*

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### *Action Deferred*—ON PROPOSED ORDINANCE TO AUTHORIZE EXECUTION OF LEASE AGREEMENT WITH CHRYSLER REALTY CORPORATION FOR MODEL CITIES PROGRAM.

The Committee on Finance submitted the following report which was at the request of two aldermen present (Alderman Despres and Alderman Simon) *Deferred* and ordered published:

CHICAGO, September 5, 1969.

***To the President and Members of the City Council:***

Your Committee on Finance to which was referred a communication dated August 6, 1969 from the Office of the City Comptroller transmitting an ordinance to authorize a lease from Chrysler Realty Corporation, for approximately 10,667 square feet of office space on third floor of building at 640 N. LaSalle St., for the Model Cities Program. Lease is for a period from 8-1-69, or date of occupancy, to 7-31-74, or five years thereafter, with clause permitting Lessee to terminate by ninety days prior written notice after 7-1-70, at a rental of $4,697.21 per month the first year, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

[Proposed ordinance printed in Committee Pamphlet No. 17]

This recommendation was concurred in by 33 members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS E. KEANE,
*Chairman.*

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### *Action Deferred*—ON PROPOSED ORDINANCE TO AUTHORIZE EXECUTION OF LEASE AGREEMENT WITH AMERICAN LOCKER CO. FOR OPERATION OF COIN-OPERATED LOCKERS AT CHICAGO MIDWAY AIRPORT.

The Committee on Finance submitted the following report which was at the request of two aldermen present (Alderman Despres and Alderman Simon) *Deferred* and ordered published:

CHICAGO, September 5, 1969.

***To the President and Members of the City Council:***

Your Committee on Finance to which was referred a communication dated June 5, 1969 from the Department of Aviation transmitting an ordinance authorizing agreement with American Locker Company for operation at Chicago Midway Airport. The agreement provides for the same rate of payment to the City in force in the previous contract. Tenant pays 75% of the gross monthly locker receipts up to eight dollars ($8.00) per locker, and eighty-five per cent (85%) of the gross monthly locker receipts in excess of eight dollars ($8.00) per locker at Airport having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

[Proposed ordinance printed in Committee Pamphlet No. 17]

This recommendation was concurred in by 33 members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS E. KEANE,
*Chairman.*

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### *Action Deferred*—ON PROPOSED ORDINANCE TO AUTHORIZE EXECUTION OF LEASE AGREEMENT WITH AMERICAN LOCKER CO. FOR OPERATION OF COIN-OPERATED LOCKERS AT CHICAGO-O'HARE INTERNATIONAL AIRPORT.

The Committee on Finance submitted the following report which was at the request of two aldermen present (Alderman Despres and Alderman Simon) *Deferred* and ordered published:

CHICAGO, September 5, 1969.

***To the President and Members of the City Council:***

Your Committee on Finance to which was referred a communication dated June 5, 1969 from the Department of Aviation transmitting an ordinance authorizing agreement with American Locker Company at Chicago-O'Hare International Airport. This agreement provides for a somewhat reduced rates of payment to the City below rates in force in previous contract. The change in rate of payment is from 75% of monthly gross up to $8.00 per locker and 85% over $8.00, to 70% of monthly gross up to $13.00 per locker and 85% over $13.00 having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

[Proposed ordinance printed in Committee Pamphlet No. 17]

This recommendation was concurred in by 33 members of the committee, with no dissenting vote.

**Respectfully submitted,**

(Signed) THOMAS E. KEANE,
*Chairman.*

### *Action Deferred*—ON PROPOSED ORDINANCE TO AUTHORIZE EXECUTION OF LEASE AGREEMENT WITH AMERICAN LOCKER CO. FOR OPERATION OF COIN-OPERATED LOCKERS AT MERRILL C. MEIGS FIELD.

The Committee on Finance submitted the following report which was at the request of two aldermen present (Alderman Despres and Alderman Simon) *Deferred* and ordered published:

CHICAGO, September 5, 1969.

***To the President and Members of the City Council:***

Your Committee on Finance to which was referred a communication dated June 5, 1969 from the Department of Aviation transmitting an ordinance authorizing agreement with American Locker Company for operation at Merrill C. Meigs Field. This agreement provides for the same rates of payment to the City in force in previous contract. Tenant pays seventy-five per cent (75%) of the gross monthly locker receipts up to eight dollars ($8.00) per locker, and eighty-five per cent (85%) of the gross monthly locker receipts in excess of eight dollars ($8.00) per locker at Airport having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

[Proposed ordinance printed in Committee Pamphlet No. 17]

This recommendation was concurred in by 33 members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS E. KEANE,
*Chairman.*

### *Action Deferred*—ON PROPOSED ORDINANCE TO AUTHORIZE CITY COMPTROLLER TO ADVERTISE FOR SALE CITY-OWNED VACANT PROPERTY AT NO. 2428 S. COTTAGE GROVE AV.

The Committee on Finance submitted the following report which was at the request of two aldermen present (Alderman Despres and Alderman Simon) *Deferred* and ordered published:

CHICAGO, September 5, 1969.

***To the President and Members of the City Council:***

Your Committee on Finance to which was referred August 1, 1969, a communication transmitting an ordinance to authorize the City Comptroller to advertise for sale the City-owned property at No. 2428 S. Cottage Grove Avenue, containing approximately 1,950 square feet, with a 9-foot 5-inch frontage at Cottage Grove Avenue having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

[Proposed ordinance printed in Committee Pamphlet No. 17]

This recommendation was concurred in by 33 members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS E. KEANE,
*Chairman.*

### *Action Deferred*—ON PROPOSED ORDINANCE TO AUTHORIZE CITY COMPTROLLER TO ADVERTISE FOR SALE VACANT CITY-OWNED PROPERTY AT NO. 1072 W. FRY ST.

The Committee on Finance submitted the following report which was at the request of two aldermen present (Alderman Despres and Alderman Simon) *Deferred* and ordered published:

CHICAGO, September 5, 1969.

***To the President and Members of the City Council:***

Your Committee on Finance to which was referred August 1, 1969, a communication transmitting an ordinance to authorize the City Comptroller to advertise for sale the vacant City-owned property at No. 1072 W. Fry Street, containing approximately 3,586.66 square feet, with a frontage of 23.8 feet and a depth of 150.7 feet having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

[Proposed ordinance printed in Committee Pamphlet No. 17]

This recommendation was concurred in by 33 members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS E. KEANE,
*Chairman.*

### *Failed to Pass*—PROPOSED ORDER FOR CANCELLATION OF WARRANTS FOR COLLECTION FOR INSPECTION FEES ASSESSED AGAINST SECOND CHURCH OF CHRIST SCIENTIST, NO. 2700 N. PINE GROVE AV.

The Committee on Finance submitted a report recommending that the City Council *Do Not Pass* a proposed order referred to the Committee on June 23, 1969 to cancel warrants for collection for inspection fees assessed against the Second Church of Christ Scientist, No. 2700 N. Pine Grove Av.

Alderman Keane moved to *Concur In* the committee's recommendation. The question thereupon became: *"Shall the proposed order Pass, the recommendation of the committee to the contrary notwithstanding?"*; and the question being put, said proposed order *Failed to Pass*, by yeas and nays as follows: *Yeas*—None; *Nays*—42.

### *Placed on File*—MISCELLANEOUS MATTERS.

The Committee on Finance submitted reports recommending that the City Council *Place on File* miscellaneous documents transmitted therewith. On motion of Alderman Keane the committee's recommendations were *Concurred In.*

The following is a summary of said documents:

A communication concerning thirty audits of agencies affiliated with the "Have-A-Heart" Association for the year 1968;

A communication from Kirkland, Ellis, Hodson, Chaffetz & Masters, dated April 24, 1969, concerning franchise to Time-Life Broadcasting, Inc. to operate community television within portion of the City;

A communication from the Municipal Tuberculosis Sanitarium dated August 19, 1969, transmitting a financial statement for the month of May, 1969;

A communication from Municipal Tuberculosis Sanitarium dated August 20, 1969 together with a report from Peat, Marwick, Mitchell and Company, Certified Public Accountants, regarding financial statements and supplementary data ending December 31, 1968;

A communication from the Department of Public Works transmitting Monthly Progress Report No. 2666 for the month ending June 30, 1969 showing progress of construction on Sewer Bond Issue Projects.

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### *Disallowed*—Sundry Claims for Payments of Damages, Refunds, Etc. *(Adverse Recommendations by Committee).*

The Committee on Finance submitted a report recommending that the City Council *Disallow* certain miscellaneous claims. On motion of Alderman Keane the committee's recommendations were *Concurred In.*

The following is a summary of said claims, which were referred to the committee on the respective dates noted in parentheses:

*Compensation for Personal Injuries:*

(October 5, 1968) Muriel M. Mester;
(February 27, 1969) Rose M. Morrissey;
(May 17, 1969) Rubin Sosin;
(June 11, 1969) Mrs. Bernice Reo;
(June 15, 1969) Norman Nusbaum;
(June 4, 1969) Arby Hall;
(October 27, 1968) Illinois Central Hospital Assn.;
(June 25, 1969) O. Joseph Golden;
(June 21, 1969) Dorothy Marley;
(July 7, 1969) Mrs. Mary Heyer;
(July 20, 1968) Gladys Cunningham.

*Compensation for Various Refund Fees:*

(December 3, 1968) Regente Meat Packing Inc., Jose M. Alvarez;
(January, 1968) Huron Industrial Corp.;
(January, 1968) Evelyn Jackson;
(January, 1969) Imperial Leasing;
(January 8, 1969) Magdalen R. Altmann;
(February 12, 1969) Jethro Dunn;
(January 2, 1969) Linda Opfergelt;
(November 12, 1968) Pavola Davila;
(October 1, 1968) Family Auto Center Inc.;
(April 11, 1969) Kenneth Fletcher;
(April, 1969) Lonnie G. O'Neal;
(May 13, 1969) Zdenek Svoboda;
(May 1, 1969) Mrs. Bertha Janiak;
(March 13, 1968) Howard R. Slater;
(May 24, 1969) Walter Panek.

*Compensation for Damage to Property:*

(December 20, 1968) Home Insurance Co. & Sentinal Realty;
(March, 1969) Mr. Raymond Rovello;
(May 4, 1969) B. Bold;
(April 14, 1969) Mrs. Frank Luick;
(1967-1968-1969) Albert Ciohon;
(June 18, 1969) Minnie Ganaway;
(June 6, 1969) Robert H. Wallace;
(April 14, 1969) Maria Phillips;
(June, 1969) Mr. Anthony Fanale;
(June 5, 1969) Phil Strzelicki;
(1954) Ruth Hamill;
(June 9, 1969) Ralph Clebanoff;
(January 1, 1969) Richard W. Raduenzel;
(June 26, 1969) Esther L. Bothmann;
(July 14, 1969) John D. Harrison.

*Compensation for Damage to Vehicles:*

(November 28, 1968) Perry J. Gatsos;
(January 24, 1969) C. Thomas;
(February 9, 1969) Francis J. Dettloff;
(January 5, 1969) Albert Allison;
(January 22, 1969) George Bergman;
(April 15, 1969) James O'Donnell;
(May 3, 1969) Frank Trotter;
(September 28, 1968) Jack M. Everett and Strobel & Ingalls Adj.;
(July 16, 1969) Stanley Koszyk;
(March 3, 1969) Home & Automobile Ins. & James Gibson;
(March 29, 1969) Allstate Ins. & Slauke Renko;
(March 19, 1969) James McCormick c/o Miami Corp.;
(May 15, 1969) Hubert Lee Johnson;
(March 24, 1969) Mr. Dwight B. Mezo c/o Aetna Life;
(January 28, 1969) State Farm Ins. & Ramona & Frank Alvarez;
(May 30, 1969) Donald T. White;
(June 7, 1969) Mrs. Harry Shapiro;
(June 15, 1969) Robert Logan;
(June 2, 1969) Illinois Bell Telephone Co.;
(April 7, 1969) Home & Automobile Ins. Co. & John Chappello;
(March 28, 1969) Mr. Leo Blinski;
(May 19, 1969) Edward and Loretta Rumisek;
(June 8, 1969) James McNeace;
(January 18, 1968) Allstate Ins. & Rodrigo S. Ortega;
(May 14, 1969) Allstate Ins. & John Jenkins;
(May 3, 1969) Allstate Ins. & Joseph Habenschuss;
(April 27, 1969) John Allen;
(March 31, 1969) Lindquist Burns Co. Ins. & E. Warmowski;
(May 31, 1969) Janis Broks;
(May 31, 1969) Walter Boerner;
(February 5, 1969) Fred Daniel & Horace Mann Ins.;
(August, 1968) Hessie Daniels;
(September 28, 1968) Robert James & Motors Insurance Corp.;
(June 4, 1969) Mr. Tamas S. Frecska;
(May 10, 1969) Charles White Jr.;
(May 24, 1968) Jennie Szymanski;
(June 16, 1969) Herbert Rowan;
(June 17, 1969) Charles W. Hammond;
(June 19, 1969) Adlert M. Cartman;
(April 21, 1969) Car City Insurance & S. G. Brewer;
(January 13, 1969) State Farm Mutual & James Nonn;
(June 25, 1969) Arthur Mann;
(June 26, 1969) Interstate Bakeries Corp.;
(July 26, 1969) James Taylor;
(July 9, 1969) Lenne Michalowski;
(July 21, 1969) Thomas E. Foster;
(July 15, 1969) Hyman Justman;
(May 26, 1969) James Davidson;
(July 5, 1969) Helen M. Polley;
(December 2, 1968) Volkswagen Ins. Co., Michael Williams;
(January 21, 1969) Allstate Ins. and Daniel Greenberg;
(July 12, 1969) Ned W. Smith.

*Compensation for Decrease in Water Rates:*

(March 6, 1968) Paul Preston.

*Compensation for Water Rebates:*

(August 13, 1968) Arvey, Hodes and Mantynband.

## COMMITTEE ON BUILDINGS AND ZONING.

### *Action Deferred*—ON PROPOSED ORDINANCE FOR AMENDMENT OF CHICAGO ZONING ORDINANCE TO RECLASSIFY AREA SHOWN ON MAP NO. 1-E.

The Committee on Buildings and Zoning submitted the following report, which was, on motion of Alderman Metcalfe, *Deferred* and ordered published:

CHICAGO, August 22, 1969.

*To the President and Members of the City Council:*

Your Committee on Buildings and Zoning, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Richard J. Daley, Mayor (referred on July 29, 1969) to amend the Chicago Zoning Ordinance to classify as a Residential-Business Planned Development instead of a C3-7 Commercial Manufacturing District the area designated therein, shown on Map No. 1-E, for the development of the Randolph Street Terminal Property owned by the Illinois Central Railroad Company, bounded generally by the south dock line of the Chicago River, N. Michigan Avenue, W. Randolph Street, and N. Lake Shore Drive, begs leave to recommend that Your Honorable Body pass the said proposed ordinance, which is transmitted herewith.

[Proposed ordinance printed in Committee Pamphlet No. 16]

This recommendation was concurred in by 9 members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) **RALPH H. METCALFE,**
***Chairman.***

### *Action Deferred*—ON PROPOSED ORDINANCES FOR AMENDMENT OF CHICAGO ZONING ORDINANCE TO RECLASSIFY PARTICULAR AREAS.

The Committee on Buildings and Zoning submitted the following reports, which were, on motion of Alderman Metcalfe, *Deferred* and ordered published:

CHICAGO, August 5, 1969.

*To the President and Members of the City Council:*

Your Committee on Buildings and Zoning begs leave to recommend that Your Honorable Body pass the proposed ordinances transmitted herewith (referred or re-referred, to Your Committee on November 29, 1968, January 17, April 25, May 14, May 28, June 23 and July 8, 1969) to amend the Chicago Zoning Ordinance for the purpose of reclassifying particular areas, as follows:

To classify as a B5-2 General Service District instead of a B3-3 General Retail District the area bounded by

W. Washington Boulevard; N. Pulaski Road; the alley next south of and parallel to W. Washington Boulevard; and a line 125 feet west of N. Pulaski Road (Map No. 1-K);

To classify as a B5-2 General Service District instead of a B3-3 General Retail District the area bounded by

W. Madison Street; a line 149 feet east of S. Central Avenue; the alley next south of and parallel to W. Madison Street; and S. Central Avenue (Map No. 2-L);

To classify as an M1-1 Restricted Manufacturing District instead of an R3 General Residence District the area bounded by

the alley next north of and parallel to W. Cortland Street; a line 186.36 feet east of N. Lamon Avenue; W. Cortland Street; W. Grand Avenue; and N. Lamon Avenue (Map No. 5-L);

To classify as an R4 General Residence District instead of a C1-3 Restricted Commercial District and an R5 General Residence District the area bounded by

a line 284 feet north of E. 36th Street, or the line thereof if extended where no street exists; S. Cottage Grove Avenue; the south line of E. 36th Street, or the line thereof if extended where no street exists; a line 150 feet west of S. Cottage Grove Avenue; a line from a point 125.138 feet west of S. Cottage Grove Avenue along the north line of E. 36th Street, or the line thereof if extended where no street exists, to a point 99 feet north of the north line of E. 36th Street, or the line thereof if extended where no street exists, and 95.8 feet west of S. Cottage Grove Avenue; a line 99 feet north of the north line of E. 36th Street, or the line thereof if extended where no street exists; and a line from a point 99 feet north of E. 36th Street, or the line thereof if extended where no street exists, and 171 feet west of S. Cottage Grove Avenue to a point 284 feet north of the north line of E. 36th Street, or the line thereof if extended where no street exists, and 120 feet west of S. Cottage Grove Avenue (Map No. 8-E);

To classify as an R4 General Residence District instead of a B4-1 Restricted Service District the area bounded by

the alley next north of and parallel to W. Belmont Avenue; a line 100 feet east of N. Oconto Avenue; W. Belmont Avenue; and a line 50 feet east of N. Oconto Avenue (Map No. 9-0);

To classify as a C1-2 Restricted Commercial District instead of an R5 General Residence District the area bounded by

a line 75 feet north of E. 45th Street; the alley next east of and parallel to S. Michigan Avenue; E. 45th Street; and S. Michigan Avenue (Map No. 10-E);

To classify as a C2-1 General Commercial District instead of a B4-1 Restricted Service District the area bounded by

W. Eastwood Avenue; N. Pulaski Road; W. Wilson Avenue; and the alley next west of and parallel to N. Pulaski Road (Map No. 11-K);

To classify as an R3 General Residence District instead of a C1-2 Restricted Commercial District the area bounded by

a line 60 feet south of W. 50th Street; the alley next east of and parallel to S. Western Boulevard; W. 50th Place; and S. Western Boulevard (Map No. 12-H);

To classify as a B2-4 Restricted Retail District instead of an R7 General Residence District the area bounded by

a line 110 feet north of W. Carmen Avenue;

the alley next east of and parallel to N. Sheridan Road; W. Carmen Avenue; and N. Sheridan Road (Map No. 13-G);

To classify as a B5-2 General Service District instead of an R3 General Residence District the area bounded by

the alley next north of and parallel to W. 62nd Place; a line 127 feet 6 inches west of S. Kedzie Avenue; W. 62nd Place; and a line 168 feet 6 inches west of S. Kedzie Avenue (Map No. 14-J).

To classify as a B4-2 Restricted Service District instead of an R4 General Residence District the area bounded by

the alley next north of and parallel to W. Washington Boulevard; a line 50 feet west of N. Cicero Avenue; W. Washington Boulevard; and a line 100 feet west of N. Cicero Avenue (Map No. 1-L);

To classify as a C1-4 Restricted Commercial District instead of a C1-3 Restricted Commercial District the area bounded by

a line 50 feet south of W. 24th Street; the west line of the right of way of Dan Ryan Expressway; and S. Wentworth Avenue (Map No. 6-F);

To classify as a C2-2 General Commercial District instead of a B4-2 Restricted Service District and a C1-2 Restricted Commercial District the area bounded by

W. Wilson Avenue; the alley next east of and parallel to N. Kedzie Avenue; W. Sunnyside Avenue; and the alley next west of and parallel to N. Kedzie Avenue (Map No. 11-I);

To classify as a B4-1 Restricted Service District instead of an R3 General Residence District the area bounded by

W. 47th Street; a line 75 feet east of S. Tripp Avenue; the alley next south of and parallel to W. 47th Street; and S. Tripp Avenue (Map No. 12-K);

To classify as a B5-3 General Service District instead of a B3-3 General Retail District the area bounded by

W. Gunnison Street; N. Lincoln Avenue; N. Western Avenue; W. Lawrence Avenue; the alley next west of and parallel to N. Western Avenue; the alley next south of and parallel to W. Gunnison Street; and a line 55 feet west of the alley next west of N. Lincoln Avenue (Map No. 13-I);

To classify as an R4 General Residence District instead of an R2 Single Family Residence District the area bounded by

a line 215 feet north of W. Evelyn Lane; N. Delphia Avenue; W. Evelyn Lane; and a line 230 feet west of N. Delphia Avenue (Map No. 13-P);

To classify as a B2-1 Restricted Retail District instead of a B1-2 Local Retail District the area bounded by

S. Kenwood Avenue; E. 57th Street; S. Kimbark Avenue; and a line 100 feet south of and parallel to E. 57th Street (Map No. 14-D);

To classify as a B4-1 Restricted Service District instead of an R3 General Residence District the area bounded by

W. 57th Street; a line 35.71 feet east of S. Pulaski Road; the alley next south of and parallel to W. 57th Street; and S. Pulaski Road (Map No. 14-J).

These recommendations were concurred in by 10 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) RALPH H. METCALFE,
*Chairman.*

CHICAGO, August 22, 1969.

*To the President and Members of the City Council:*

Your Committee on Buildings and Zoning begs leave to recommend that Your Honorable Body pass the proposed ordinances transmitted herewith (referred on June 23 and July 8, 1969) to amend the Chicago Zoning Ordinance for the purpose of reclassifying particular areas, as follows:

To designate as a Business Planned Development instead of a B5-1 General Service District and a C2-1 General Commercial District the area bounded by

the south line of the right of way of the John F. Kennedy Expressway; a line 100 feet west of the center line of N. Pueblo Avenue; the north line of W. Bryn Mawr Avenue; a line 833.34 feet west of the center line of N. Pueblo Avenue; a line 459.75 feet north of the north line of W. Bryn Mawr Avenue; and N. Delphia Avenue, or the line thereof if extended where no street exists (Map No. 15-P);

To designate as a Residential Planned Development instead of an R2 Single Family Residence District the area bounded by

W. Talcott Avenue; N. Oketo Avenue; a line drawn from a point 700.99 feet south of W. Talcott Avenue along the west line of N. Oketo Avenue to a point 1610.27 feet south of W. Talcott Avenue along the east line of N. Oriole Avenue; and N. Oriole Avenue (Map No. 15-0);

Further, Your Committee, to which was referred (on July 8, 1969) a proposed ordinance to amend the Chicago Zoning Ordinance to classify as an R4 General Residence District instead of an R3 General Residence District and a C1-2 Restricted Commercial District the area bounded by a line 223.44 feet north of W. 70th Street; the alley next east of and parallel to S. Wentworth Avenue; W. 70th Street; and S. Wentworth Avenue (Map No. 16-F), begs leave to inform Your Honorable Body that Your Committee has amended said proposed ordinance by striking out the proposed classification "R4 General Residence District" and inserting in lieu thereof "R3 General Residence District"; and begs leave to recommend that Your Honorable Body pass the said proposed ordinance as so amended.

These recommendations were concurred in by 9 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) RALPH H. METCALFE,
*Chairman.*

### *Action Deferred*—ON PROPOSED ORDINANCES FOR AMENDMENT OF CHICAGO ZONING ORDINANCE TO RECLASSIFY PARTICULAR AREAS *(Adverse Committee Recommendations).*

The Committee on Buildings and Zoning submitted the following reports, which were, on motion of Alderman Metcalfe, *Deferred* and ordered published:

CHICAGO, August 5, 1969.

*To the President and Members of the City Council:*

Your Committee on Buildings and Zoning begs leave to recommend that Your Honorable Body *DO*

*NOT PASS* the proposed ordinances transmitted herewith (referred on November 29, 1968, May 14, May 28, June 23 and July 8, 1969) to amend the Chicago Zoning Ordinance for the purpose of reclassifying particular areas, as follows:

To classify as an R8 General Residence District instead of an R7 General Residence District the area bounded by

the alley next north of and parallel to E. Bellevue Place; a line 416 feet west of N. Lake Shore Drive; E. Bellevue Place; and the alley next east of N. Rush Street (Map No. 3-E);

To classify as an R7 General Residence District instead of an R6 General Residence District the area bounded by

a line 165 feet north of E. 55th Street; the alley next east of and parallel to S. Everett Avenue; a line 110 feet north of E. 55th Street; and S. Everett Avenue (Map No. 12-C);

To classify as a B4-2 Restricted Service District instead of an R3 General Residence District and an R4 General Residence District the area bounded by

W. Foster Avenue; a line 125 feet west of W. Lincoln Avenue; W. Winona Street; a line 401 feet 9 inches west of N. Lincoln Avenue; a line 150 feet north of W. Winona Street; and a line 367 feet west of N. Lincoln Avenue (Map No. 13-I);

To classify as a B4-2 Restricted Service District instead of a B2-2 Restricted Retail District the area bounded by

W. 70th Place; the alley next east of and parallel to S. Pulaski Road; W. 71st Street; and S. Pulaski Road (Map No. 16-J);

To classify as an R4 General Residence District instead of an R3 General Residence District the area bounded by

a line 100 feet north of E. 72nd Street; S. Champlain Avenue; E. 72nd Street; and the alley next west of and parallel to S. Champlain Avenue (Map No. 18-E);

To classify as a B2-1 Restricted Retail District instead of an R3 General Residence District the area bounded by

W. Monterey Avenue; S. Hermosa Avenue; the alley next south of and parallel to W. Monterey Avenue; and a line 155 feet west of S. Hermosa Avenue (Map No. 28-H);

To classify as a B4-4 Restricted Service District instead of an R7 General Residence District the area bounded by

W. Arlington Place; a line 125 feet east of N. Clark Street; a line 99 feet 10 inches south of W. Arlington Place; and a line 50 feet east of N. Clark Street (Map No. 7-F);

To classify as an R5 General Residence District instead of a C2-2 General Commercial District the area bounded by

W. Norwood Street; N. Damen Avenue; a line 264 feet south of W. Norwood Street; and the alley next west of and parallel to N. Damen Avenue (Map No. 15-H);

To classify as an R4 General Residence District instead of a B4-2 Restricted Service District the area bounded by

W. 80th Street; the alley next east of and parallel to S. Western Avenue; W. 80th Place; and S. Western Avenue (Map No. 20-H).

These recommendations were concurred in by 10 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) RALPH H. METCALFE,
*Chairman.*

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CHICAGO, August 22, 1969.

*To the President and Members of the City Council:*

Your Committee on Buildings and Zoning begs leave to recommend that Your Honorable Body *DO NOT PASS* the proposed ordinances transmitted herewith (referred on May 16, August 25, September 19, October 14, November 15 and December 19, 1966; April 21, June 9, June 23, July 21 and November 28, 1967; January 17, January 30, April 17, June 19, August 13, October 9, November 15 and November 29, 1968; January 17, January 31, March 14, April 17 and May 14, 1969) to amend the Chicago Zoning Ordinance for the purpose of reclassifying particular areas, as follows:

To classify as a B4-5 Restricted Service District instead of an R7 General Residence District the area bounded by

E. Division Street; a line 105 feet east of the alley next east of and parallel to N. State Street; the alley next south of and parallel to E. Division Street; and the alley next east of and parallel to N. State Street (Map No. 3-E);

To classify as an R7 General Residence District instead of an R6 General Residence District the area bounded by

W. Schiller Street; N. LaSalle Street; a line 191 feet north of W. Division Street; and the alley next west of and parallel to N. LaSalle Street (Map No. 3-F);

To classify as an R7 General Residence District instead of an R6 General Residence District the area bounded by

W. Goethe Street; N. Dearborn Parkway; a line 170 feet north of W. Division Street; and the alley next west of and parallel to N. Dearborn Street (Map No. 3-F);

To classify as an M1-1 Restricted Manufacturing District instead of an R3 General Residence District the area bounded by

the alley next south of and parallel to the right of way of the C. M. St. P. & P. RR.; the alley next east of and parallel to N. Honore Street; a line 25 feet south of the alley next south of and parallel to the right of way of the C. M. St. P. & P. RR.; and S. Honore Street (Map No. 5-H);

To classify as a C2-1 General Commercial District instead of an R3 General Residence District the area bounded by

W. Wabansia Avenue; a line 51 feet west of N. Cicero Avenue; the alley next south of and parallel to W. Wabansia Avenue; and a line 81 feet west of N. Cicero Avenue (Map No. 5-L);

To classify as a B4-3 Restricted Service District instead of a B4-2 Restricted Service District the area bounded by

the alley next north of and parallel to W. Diversey Avenue; N. Laramie Avenue; W. Diversey Avenue; and N. Lockwood Avenue (Map No. 7-L);

To classify as an R4 General Residence District instead of an R3 General Residence District the area bounded by

W. Schubert Avenue; a line 209 feet 10¼ inches east of N. Nordica Avenue; a line 50 feet south of W. Schubert Avenue; and N. Nordica Avenue (Map No. 7-N);

To classify as an R4 General Residence District instead of a C1-1 Restricted Commercial District the area bounded by

the alley next north of and parallel to W. Belmont Avenue; a line 80 feet east of N. Kenneth Avenue; W. Belmont Avenue; and N. Kenneth Avenue (Map No. 9-K);

To classify as an R4 General Residence District instead of an R3 General Residence District the area bounded by

W. Byron Street; a line 100 feet east of N. Lamon Avenue; the alley next south of and parallel to W. Byron Street; and N. Lamon Avenue (Map No. 9-L);

To classify as a B4-2 Restricted Service District instead of a B2-2 Restricted Retail District the area bounded by

W. Lawrence Avenue; the alley next east of and parallel to N. Keystone Avenue; the alley next south of and parallel to W. Lawrence Avenue; and N. Keystone Avenue (Map No. 11-K);

To classify as an R4 General Residence District instead of an R2 Single Family Residence District and an R3 General Residence District the area bounded by

the south line of the right of way of the Chicago and Western Indiana RR.; S. Tripp Avenue; a line 179 feet north of W. 53rd Street; the alley next west of and parallel to S. Tripp Avenue; and W. 53rd Street (Map No. 12-K);

To classify as a C1-1 Restricted Commercial District instead of a B4-1 Restricted Service District the area bounded by

W. 47th Street; S. Lawler Avenue; the alley next south of and parallel to W. 47th Street; and S. LeClaire Avenue (Map No. 12-L);

To classify as an R4 General Residence District instead of an R2 Single Family Residence District the area bounded by

the alley next south of W. Carmen Avenue; N. St. Louis Avenue; the north bank of the North Branch of the Chicago River; and N. Drake Avenue (Map No. 13-J);

To classify as an R4 General Residence District instead of a B4-1 Restricted Service District the area bounded by

the alley next north of and parallel to W. Lawrence Avenue; a line 156 feet east of N. Kilpatrick Avenue; W. Lawrence Avenue; and N. Kilpatrick Avenue (Map No. 13-K);

To classify as an R4 General Residence District instead of an R3 General Residence District the area bounded by

W. 55th Street; the west line of the right of way of the Grand Trunk Western RR.; the alley next south of and parallel to W. 55th Street; and a line 250 feet east of S. Lawndale Avenue (Map No. 14-J);

To classify as an R4 General Residence District instead of a B4-2 Restricted Service District the area bounded by

a line 125 feet north of W. Bryn Mawr Avenue; N. Jersey Avenue; a line 220 feet south of W. Olive Avenue; and the alley next west of and parallel to N. Jersey Avenue (Map No. 15-J);

To classify as an R3 General Residence District instead of a B2-1 Restricted Retail District the area bounded by

W. Devon Avenue; a line 134 feet east of N. Avers Avenue; the alley next south of and parallel to W. Devon Avenue; and N. Avers Avenue (Map No. 15-J);

To classify as a B5-5 General Service District instead of a B3-2 General Retail District the area bounded by

W. Devon Avenue; a line drawn from a point 590.08 feet east of N. Lincoln Avenue along the south line of W. Devon Avenue to a point 809.53 feet northwest of N. McCormick Boulevard and 200 feet south of W. Devon Avenue; a line 240.75 feet northeast of N. Lincoln Avenue; a line 704.40 feet northwest of N. McCormick Boulevard; and N. Lincoln Avenue (Map No. 15-J);

To classify as a B4-1 Restricted Service District instead of an R3 General Residence District the area bounded by

W. Marquette Road; the alley next east of and parallel to S. Morgan Street; a line 104.5 feet south of W. Marquette Road; and S. Morgan Street (Map No. 16-G);

To classify as a C1-2 Restricted Commercial District instead of an R3 General Residence District the area bounded by

a line 115 feet north of W. 71st Street; S. Perry Avenue; W. 71st Street; and the alley next west of and parallel to S. Perry Avenue (Map No. 16-F);

To classify as an R6 General Residence District instead of an R5 General Residence District the area bounded by

a line 137.15 feet south of E. 76th Street; a line 202 feet east of South Shore Drive; a line 437.26 feet south of and parallel to E. 76th Street; and South Shore Drive (Map No. 18-B);

To classify as a B4-4 Restricted Service District instead of an R4 General Residence District the area bounded by

N. Rogers Avenue; N. Sheridan Road; a line 100 feet north of W. Howard Street; and the alley next west of and parallel to N. Sheridan Road (Map No. 19-G);

To classify as an R3 General Residence District instead of a B2-1 Restricted Retail District the area bounded by

the alley next north of and parallel to W. 87th Street; S. Francisco Avenue, or the line thereof if extended where no street exists; W. 87th Street; and a line 200 feet west of S. Francisco Avenue, or the line thereof if extended where no street exists (Map No. 20-I);

To classify as an R4 General Residence District instead of an M1-1 Restricted Manufacturing District the area bounded by

W. 84th Street; the southeast line of the right of way of the Wabash RR.; W. 84th Place; and W. Columbus Avenue (Map No. 20-J);

To classify as a C2-1 General Commercial District instead of a B4-1 Restricted Service District the area bounded by

E. 87th Street; the alley next west of and parallel to S. Essex Avenue; the alley next south of and parallel to E. 87th Street; and a line 75 feet west of the alley next west of and parallel to S. Essex Avenue (Map No. 22-B);

To classify as a C2-1 General Commercial District instead of an R3 General Residence District the area bounded by

E. 88th Street; S. South Chicago Avenue; a line 50 feet northwest of E. 88th Street; the alley next south of and parallel to E. 87th Street; and S. Kingston Avenue (Map No. 22-B);

To classify as a B4-1 Restricted Service District instead of an R3 General Residence District the area bounded by

E. 108th Street; the alley next east of and parallel to S. Ewing Avenue; a line 47 feet 4½ inches south of E. 108th Street; and S. Ewing Avenue (Map No. 26-A);

To classify as an R3 General Residence District instead of an M1-1 Restricted Manufacturing District the area bounded by

S. Avenue O; E. 130th Street; and a line 150 feet east of the east line of the right of way of the Pennsylvania RR. (Map No. 32-A).

These recommendations were concurred in by 9 members of the committee, with no dissenting vote.

**Respectfully submitted,**

(Signed) RALPH H. METCALFE,
*Chairman.*

### *Action Deferred*—ON PROPOSED ORDERS FOR ISSUANCE OF PERMITS FOR ERECTION OF ILLUMINATED SIGNS.

The Committee on Buildings and Zoning submitted the following report, which was, on motion of Alderman Metcalfe, *Deferred* and ordered published:

CHICAGO, August 5, 1969.

*To the President and Members of the City Council:*

Your Committee on Buildings and Zoning begs leave to recommend that Your Honorable Body pass the proposed orders transmitted herewith (referred on June 23, July 15 and July 29, 1969) to authorize the issuance of permits for the erection and maintenance of illuminated signs, as follows:

| *Permittee* | *Location* | *Dimensions* |
|---|---|---|
| Yates Ford | No. 8639 S. South Chicago Avenue | 160 square feet |
| Skyway Lincoln Mercury | No. 8640 S. South Chicago Avenue | 155 square feet |
| Ashland Car Wash | No. 7520 S. Ashland Avenue | 117 square feet |
| Sun Oil Company | No. 9802 S. Halsted Street | 12′ x 24′ (171 square feet) |

These recommendations were concurred in by 10 members of the committee, with no dissenting vote.

**Respectfully submitted,**

(Signed) RALPH H. METCALFE,
*Chairman.*

## COMMITTEE ON HEALTH.

### New Regulations Prescribed Governing Prohibitions against Dog Owners (Except Blind Persons) Bringing Pets Into Food Establishments, Etc.

The Committee on Health submitted the following report:

CHICAGO, August 8, 1969.

*To the President and Members of the City Council:*

Your Committee on Health, to which was referred (on May 28, 1969) a proposed ordinance transmitted with a communication signed by Honorable Richard J. Daley, Mayor, to amend Section 95-13 of the Municipal Code of Chicago to prescribe new regulations governing prohibitions against dog owners (with the exception of blind persons) bringing pets into food establishments, etc., begs leave to recommend that Your Honorable Body pass the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 7 members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) CLAUDE W. B. HOLMAN,
*Chairman.*

On motion of Alderman Holman the proposed ordinance transmitted with the foregoing committee report was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Despres, Rayner, Cousins, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—42.

*Nays*—None.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Chapter 95, Section 95-13 of the Municipal Code of Chicago is hereby amended by adding thereto new language, which has been underscored below, as follows:

95-13. It shall be unlawful for the owner of, or the person having the care or custody of a dog, to suffer or permit such dog to enter any store, meat market, bakery, or other place where food stuffs are sold or on display; provided, that the person owning or operating such store or place may permit a watchdog to remain therein if chained or bound in such a way that such dog cannot come in contact with any of said food stuffs; *provided, further, that when a blind person is accompanied by a dog which serves as a guide or leader for such blind person, neither the blind person nor the dog shall be denied the right of entry and use of said facilities, if such dog is wearing a harness and such person pre-*

*sents credentials for inspection issued by a school for training guide dogs approved by the U.S. Veterans Administration.* Any person violating any of the provisions of this section shall be fined not less than one dollar nor more than ten dollars for each offense.

SECTION 2. This ordinance shall take effect ten days from and after its due passage and publication.

## COMMITTEE ON TRAFFIC AND PUBLIC SAFETY.

### Authority and Direction Given for Installation of Traffic-Control Signals at Certain Intersections.

The Committee on Traffic and Public Safety submitted a report concurring in recommendations of the Bureau of Street Traffic and recommending that the City Council pass the following proposed order transmitted therewith (as a substitute for proposed orders previously referred to the committee):

*Ordered,* That the Commissioner of Streets and Sanitation be and he is hereby authorized and directed to arrange for the installation of automatic traffic-control signals at the following street intersections:

W. Berteau Avenue and N. Pulaski Road;

W. 55th Street and S. Sacramento Avenue;

W. 63rd Street and S. Melvina Avenue.

On motion of Alderman Wigoda said substitute proposed order was *Passed.*

### Parking-Meter Zones Established on Portions of Specified Streets in "Western-Devon Area No. 19" (Project WD).

The Committee on Traffic and Public Safety submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith (as a substitute for a proposed ordinance referred to the Committee on June 23, 1969) in reference to the establishment of parking-meter zones on portions of N. Bell and W. Devon Avenues.

On motion of Alderman Wigoda said proposed substitute ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Despres, Rayner, Cousins, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—42.

*Nays*—None.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 27-415 of the Municipal Code of Chicago, parking-meter zones are hereby established on the following streets, within the limits indicated:

| *Street* | *Limits* |
|---|---|
| N. Bell Avenue (both sides) | From W. Devon Avenue to the first alley north and south thereof |
| W. Devon Avenue (both sides) | From N. Bell Avenue to N. Hamilton Avenue. |

The portion of streets above designated and shown in detail and particularity on the plans and drawings filed with the Bureau of Street Traffic shall be added to and constitute a part of the "Western-Devon Area No. 19" (Project WD).

SECTION 2. Pursuant to Section 27-328 of said Code, parking in such parking-meter zones shall be limited to two hours during the period between eight o'clock a.m. and six o'clock p.m. on Tuesday, Wednesday, Friday and Saturday of each week and during the period between eight o'clock a.m. and nine o'clock p.m. on Monday and Thursday of each week, except when any such day is a holiday as defined in Section 27-200 of said Code.

Provided, however, that whenever the Commissioner of Streets and Sanitation on the basis of a traffic engineering survey, determines that parking in certain specified meter stalls in the said meter area should be limited to lesser or greater period of time, he may designate the particular meters and the time limit applicable thereto. The limited time meters in such meter stalls shall be conspicuously marked so as to clearly distinguish them from the hourly meters.

SECTION 3. Pursuant to Section 27-328 of said Code, fees for parking in such parking-meter zones, during the period of time parking is limited to two hours, shall be five cents for one hour, or any part thereof, not to exceed a total of two hours.

SECTION 4. Pursuant to Section 27-410 of the said Code, freight curb loading zones are hereby established in such parking-meter zones as shown on said plans and drawings filed herewith.

SECTION 5. Parking shall be prohibited in each freight curb loading zone during the periods of time parking is prohibited in the parking-meter zone located adjacent thereto.

SECTION 6. All ordinances and parts of ordinances in conflict herewith are repealed or modified to the extent of such conflict.

SECTION 7. This ordinance shall take effect and be in force from and after its passage and publication.

### Regulations Prescribed, Discontinued or Amended in Reference to Parking of Vehicles on Sundry Streets.

The Committee on Traffic and Public Safety submitted reports recommending that the City Council pass seven proposed ordinances transmitted therewith (as substitutes for proposed ordinances previously referred to the committee or recommended by the Commissioner of Streets and Sanitation) in reference to the parking of vehicles on sundry streets.

On separate motions made by Alderman Wigoda *each* of the said substitute proposed ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Despres, Rayner, Cousins, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—42.

*Nays*—None.

### *Prohibitions at All Times against Parking of Vehicles.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 27-413 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle at any time upon the following public ways in the areas indicated:

| *Public Way* | *Area* |
|---|---|
| W. 82nd Street (both sides) | From S. Western Avenue to S. Campbell Avenue — Saturdays, Sundays and holidays |
| W. 82nd Place | From S. Western Avenue to S. Campbell Avenue |
| S. Indiana Avenue (west side) | From a point 20 feet north of E. 72nd Street to a point 30 feet north thereof |
| N. Kostner Avenue (west side) | From a point 55 feet south of W. Rice Street to a point 20 feet south thereof |
| W. Lawrence Avenue (north side) | From a point 50 feet west of N. Winthrop Avenue to a point 60 feet west thereof |
| N. Leavitt Street (east side) | From W. North Avenue to the first east-west alley north thereof |
| S. Loomis Street (east side) | From W. 103rd Place to W. 104th Street |
| N. Michigan Avenue (west side) | From a point 80 feet south of E. Chestnut Street to a point 25 feet south thereof |
| W. Montrose Avenue (north curb) | From a point 132 feet west of west property line of N. Milwaukee Avenue to a point 125 feet west thereof |
| W. North Avenue (south side) | From a point 85 feet west of N. Kostner Avenue to a point 30 feet west thereof |
| S. Oakley Avenue (east side) | From W. 48th Street to a point 125 feet south thereof |
| S. Oakley Avenue (west side) | From W. 48th Street to the first alley south thereof |
| S. Oakley Avenue (west side) | From a point 30 feet south of W. 78th Street to a point 65 feet south thereof |
| W. 104th Street (north side) | From S. Loomis Street to S. Vincennes Avenue |
| W. 111th Street (south side) | From S. Lawndale Avenue to S. Ridgeway Avenue |
| W. 111th Street (south side) | From a point 85 feet west of S. State Street to a point 80 feet west thereof |
| N. Paulina Street (east side) | From a point 20 feet north of W. Gregory Street to a point 80 feet north thereof |
| S. Paulina Street (east side) | From a point 759 feet south of S. Blue Island Avenue to a point 165 feet south thereof |
| W. Potomac Avenue (north side) | From N. Cicero Avenue to the first alley west thereof |
| W. St. Paul Avenue (south side) | From a point 100 feet west of N. Winnebago Avenue to a point 30 feet west thereof |
| S. Wabash Avenue (west side) | From a point 280 feet north of E. 46th Street to a point 40 feet north thereof |
| W. Walton Street (north side) | From a point 215 feet east of N. Kedzie Avenue to a point 115 feet east thereof |
| S. Washtenaw Avenue (east side) | From W. 15th Place to W. 16th Street |
| W. Waveland Avenue (both sides) | From N. Cicero Avenue to the first alley east thereof |
| S. Wentworth Avenue (both sides) | From W. 95th Street to the first alley south thereof |
| W. West End Avenue (south side) | From a point 20 feet east of the east property line of N. Central Avenue to a point 30 feet east thereof |
| W. Wilson Avenue (south side) | From a point 240 feet east of N. Hazel Street to a point 105 feet east thereof. |

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

### *Amendment or Discontinuance of Parking Prohibitions at All Times on Portions of Sundry Streets.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the ordinance passed April 11, 1956, printed on page 2480 of the Journal of the Proceedings of said date, prohibiting parking of vehicles at all times on portions of sundry streets, be and the same is hereby amended by striking therefrom the following:

"W. Winona Street (south side) from a point 325 feet east of N. California Avenue to a point 100 feet east thereof", and inserting in lieu thereof:

"W. Winona Street (south side) from a point 295 feet east of N. California Avenue to a point 85 feet east thereof".

SECTION 2. That the ordinance passed April 11, 1956, printed on page 2480 of the Journal of the Proceedings of said date, prohibiting parking of vehicles at all times on portions of sundry streets, be and the same is hereby amended by striking therefrom the following:

"W. Carmen Avenue (north side) from a point 325 feet east of N. California Avenue to a point 100 feet east thereof", and inserting in lieu thereof:

"W. Carmen Avenue (north side) from a point 295 feet east of N. California Avenue to a point 85 feet east thereof".

SECTION 3. That the ordinance passed February 19, 1962, printed on page 6734 of the Journal of the Proceedings of said date, prohibiting parking of vehicles at all times on portions of sundry streets, is hereby amended by striking the words and figures "85 feet" and inserting in lieu thereof "185 feet" relating to the north side of W. 111th Street from S. State Street.

SECTION 4. That the ordinance passed February 19, 1962, printed on page 6734 of the Journal of the Proceedings of said date, prohibiting parking of vehicles at all times on portions of sundry streets, is hereby amended by striking the words "between W. Medill Avenue and W. Wrightwood Avenue", and inserting in lieu thereof "between W. Medill Avenue and W. Altgeld Street" relating to N. Harlem Avenue (east side).

SECTION 5. That the ordinance passed May 28, 1969, printed on page 5599 of the Journal of the Proceedings of said date, prohibiting parking of vehicles at all times on portions of sundry streets, is hereby amended by striking therefrom the following:

| | |
|---|---|
| "W. 82nd Street (south side) | From S. Western Avenue to S. Artesian Avenue". |

SECTION 6. That the ordinance passed January 17, 1958, printed on page 7175 of the Journal of the Proceedings of said date, prohibiting parking of vehicles at all times on portions of sundry streets, is hereby amended by striking therefrom the following:

| | |
|---|---|
| "W. Schiller Street (north side) | From a point 30 feet east of N. Dearborn Street to a point 45 feet east thereof". |

SECTION 7. That the ordinance passed November 1, 1967, printed on page 1191 of the Journal of the Proceedings of said date, prohibiting parking of vehicles at all times on portions of sundry streets, is hereby amended by striking therefrom the following:

| | |
|---|---|
| "S. Western Avenue (both sides) | From a point 150 feet north of W. 51st Street to a point 150 feet south thereof". |

SECTION 8. That the ordinances passed by the City Council on the dates and pages of the Council Journals noted below prohibiting parking of vehicles at all times on portions of sundry streets, be and the same are hereby amended by striking therefrom the following:

| *Location* | *Date of Passage* |
|---|---|
| N. Clarendon Avenue (west side) from the south side of alley north of No. 4128 to a point 25 feet south thereof | August 5, 1937, Page 4285 |
| 225 S Racine Avenue | March 2, 1951, Page 7979 |
| 4712 S. Cottage Grove Avenue | March 27, 1952, Page 2143 |
| 18 E. Pearson Street | November 18, 1934, Page 3035 |
| W. Wabansia Avenue (south side) from N. Milwaukee Avenue to a point 110 feet west thereof | December 31, 1953, Page 6604 |
| 1518 N. Washtenaw Avenue—25 feet | March 2, 1951, Page 7979 |
| 1431 N. Sedgwick Street | January 5, 1942 Page 6210 |
| W. Touhy Avenue (north side) from a point 232 feet west of N. California Avenue to a point 128 feet west thereof | January 8, 1956, Page 3467 |
| S. State Street (east side) from a point 160 feet north of E. 57th Street to a point 45 feet north thereof | September 14, 1955, Page 1032 |
| 3912 W. Fullerton Avenue | May 3, 1939, Page 169 |
| 116-20 E. Ontario Street | April 22, 1929, Page 6217 |
| 6954 N. Greenview Avenue—30 feet | January 26, 1953, Page 4156 |
| W. Maypole Avenue (south side) between N. Western Avenue and N. Campbell Avenue | September 28, 1953, Page 5733 |
| 940 N. Rush Street | February 15, 1939, Page 8957 |
| 4834 W. Huron Street | March 12, 1952, Page 2062 |
| W. Walton Street (south side) from a point 70 feet east of N. Wells Street to a point 70 feet east thereof | January 18, 1956, Page 2089 |
| 150-160 W. Walton Street | June 11, 1948, Page 2476 |
| S. Blackstone Avenue (west side) from a point 55 feet south of E. 49th Street to a point 25 feet south thereof | January 21, 1959, Page 9617 |
| W. 63rd Place (north side) from a point 35 feet east of S. Halsted Street to the alley east thereof | December 18, 1935, Page 973 |
| 19 E. Chestnut Street | March 12, 1952, Page 2007 |
| 3314-16 W. Armitage Avenue | March 14, 1946, Page 5381 |
| 101-107 E. Walton Place | February 26, 1941, Page 4333. |

SECTION 9. This ordinance shall take effect and be in force from and after its passage.

### *Prohibitions against Parking of Vehicles during Specified Hours on Portions of Certain Streets.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 27-414 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle upon the following public ways in the areas indicated, during the hours specified:

| *Public Way* | *Limits and Time* |
|---|---|
| S. Central Avenue (both sides) | From W. 51st Street to S. Archer Avenue—7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M. |
| N. Elston Avenue (east side) | From a point 200 feet southeast of N. Pulaski Road to a point 200 feet northwest of W. Montrose Avenue—4:00 P.M. to 6:00 P.M.—except on Saturdays, Sundays and holidays |
| E. 43rd Street (south side) | From a point 65 feet east of S. Lake Park Avenue to a point 35 feet east thereof—11:00 A.M. to 5:00 P.M. (Fridays only) |
| E. and W. 47th Street (north side) (south side) | From S. St. Lawrence Avenue to S. Wentworth Avenue—7:00 A.M. to 9:00 A.M. 4:00 P.M. to 6:00 P.M.—except on Saturdays, Sundays and holidays |

| *Public Way* | *Limits and Time* |
|---|---|
| N. Leavitt Street (east side) | From a point 30 feet south of W. Wabansia Avenue to a point 80 feet south thereof —8:00 A.M. to 6:00 P.M.—except on Saturdays, Sundays and holidays |
| N. Leavitt Street (west side) | From a point 20 feet south of W. Wabansia Avenue to a point 35 feet south thereof —8:00 A.M. to 6:00 P.M.—except on Saturdays, Sundays and holidays |
| E. 121st Street (south side) | From S. State Street to S. Michigan Avenue—8:00 A.M. to 10:00 A.M.—except on Saturdays, Sundays and holidays |
| W. Walton Street (south side) | From a point 20 feet east of W. Grand Avenue to a point 175 feet east thereof —8:00 A.M. to 6:00 P.M.—except on Saturdays, Sundays and holidays. |

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

### *Amendment or Discontinuance of Prohibitions against Parking of Vehicles during Specified Hours on Portions of Specified Streets.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the ordinance passed by the City Council on December 18, 1963, printed on pages 2029-2030 of the Journal of the Proceedings of said date, parking of vehicles prohibited during specified hours on portions of sundry streets, be and the same is hereby amended by striking therefrom the following:

| | |
|---|---|
| "S. Cottage Grove Avenue (west side) | From a point 200 feet north of E. 82nd Street to a point 200 feet south of E. 82nd Street—4:00 P.M. to 6:00 P.M.". |

SECTION 2. That the ordinance passed by the City Council on June 23, 1969, printed on page 5692 of the Journal of the Proceedings of said date, parking of vehicles prohibited during specified hours on portions of sundry streets, be and the same is hereby amended by adding thereto the following:

| | |
|---|---|
| "N. Harlem Avenue (east side) | From W. Altgeld Street to W. Wrightwood Avenue—7:00 A.M. to 9:00 A.M.". |

SECTION 3. That the ordinances passed by the City Council on the dates and pages of the Council Journals noted below prohibiting parking of vehicles during specified hours on portions of sundry streets, be and the same are hereby amended by striking therefrom the following:

| *Location* | *Date of Passage* |
|---|---|
| N. Campbell Avenue (west side) from W. Washington Boulevard to W. Maypole Avenue—7:00 A.M. to 6:00 P.M. | September 28, 1953, Page 5733 |
| W. 81st Street (north side) from S. Justine Street to S. Ashland Avenue — 8:00 A.M. to 6:00 P.M. | December 12, 1967, Page 1384 |
| S. Albany Avenue (west side) from a point 50 feet north of W. 21st Place to a point 55 feet north thereof—8:00 A.M. to 6:00 P.M. | January 23, 1964, Page 2211 |

SECTION 4. This ordinance shall take effect and be in force from and after its passage.

### *Limitation on Parking of Vehicles during Specified Hours on Portion of S. Western Av.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 27-414 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle upon the following public ways in the areas indicated, for a longer time than is herein specified, during the hours designated:

| *Public Way* | *Limits and Time* |
|---|---|
| S. Western Avenue (east side) | From W. 103rd Street to W. 104th Street—1 hour—8:00 A.M. to 6:00 P.M.—except on Sundays and holidays. |

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

### *Amendment or Discontinuance of Limitation on Parking of Vehicles during Specified Hours on Portions of Certain Streets.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the ordinance passed by the City Council on March 10, 1964, printed on page 2288 of the Journal of the Proceedings of said date, limiting parking of vehicles during specified hours on portions of sundry streets, be and the same is hereby amended by striking therefrom the following:

| | |
|---|---|
| "W. Potomac Avenue (both sides) | From N. Lamon Avenue to N. Cicero Avenue — 1 hour — 8:00 A.M. to 6:00 P.M.—except on Saturdays, Sundays and holidays", |

and inserting in lieu thereof the following:

| | |
|---|---|
| "W. Potomac Avenue (south side) | From N. Lamon Avenue to N. Cicero Avenue — 1 hour — 8:00 A.M. to 6:00 P.M.—except on Saturdays, Sundays and holidays" |

and also:

| | |
|---|---|
| "W. Potomac Avenue (north side) | From N. Lamon Avenue to the first alley west of N. Cicero Avenue — 1 hour — 8:00 A.M. to 6:00 P.M.—except on Saturdays, Sundays and holidays" |

SECTION 2. That the ordinance passed by the City Council on September 19, 1957, printed on pages 6023-24 of the Journal of the Proceedings of said date, limiting parking of vehicles during specified hours on portions of sundry streets, be and the same is hereby amended by striking the words "N. Kildare Avenue", and inserting in lieu thereof "N. Kostner Avenue" relating to W. Haddon Avenue.

SECTION 3. That the ordinances passed by the City Council on the dates and pages of the Council Journals noted below limiting the parking of vehicles during specified hours on portions of sundry streets, be and the same are hereby amended by striking therefrom the following:

| *Location* | *Date of Passage* |
|---|---|
| S. Ashland Avenue (west side) from a point 200 feet north of W. Garfield Boulevard to a point 50 feet north thereof — 1 hour — 9:00 A.M. to 6:00 P.M. | February 1, 1961, Page 4474 |
| W. 47th Street (south side) from a point 110 feet east of S. Richmond Street to a point 110 feet east thereof — 1 hour — 9:00 A.M. to 9:00 P.M. | November 15, 1963, Page 1218 |
| 8635-8641 S. Commercial Avenue — 30 minutes — 8:00 A.M. to 6:00 P.M. | June 14, 1951, Page 439 |
| N. Hermitage Avenue (west side) from a point 20 feet south of W. Hubbard Street to a point 125 feet south thereof—1 hour—9:00 A.M. to 6:00 P.M. | December 12, 1967, Page 1386 |
| N. Western Avenue (east side) from a point 133 feet north of W. Arthur Avenue to a point 50 feet north thereof — 1 hour — 8:00 A.M. to 6:00 P.M. | October 13, 1960, Page 3296 |
| S. Hoyne Avenue (east side) from a point 95 feet north of W. 21st Street to a point 25 feet north thereof — 1 hour — 9:00 A.M. to 6:00 P.M. | July 7, 1965, Page 4963 |
| S. Nashville Avenue (west side) from a point 20 feet south of W. Archer Avenue to a point 106 feet south thereof—1 hour—9:00 A.M. to 6:00 P.M. | March 3, 1966, Page 6386 |
| N. Tripp Avenue (east side) from a point 50 feet south of W. Belmont Avenue to a point 75 feet south thereof — 1 hour — 8:00 A.M. to 6:00 P.M. | November 8, 1956 Page 3469 |

SECTION 4. This ordinance shall take effect and be in force from and after its passage.

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## Loading Zones Established or Discontinued on Portions of Certain Streets.

The Committee on Traffic and Public Safety submitted reports recommending that the City Council pass two proposed ordinances transmitted therewith (as substitutes for proposed ordinances previously referred to the committee, or recommended by the Commissioner of Streets and Sanitation) in reference to the establishment or discontinuance of loading zones on portions of certain streets.

On separate motions made by Alderman Wigoda *each* of the said substitute proposed ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Despres, Rayner, Cousins, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—42.

*Nays*—None.

Said ordinances as passed read respectively as follows (the Italic heading in each case not being a part of the ordinance):

### *Establishment of Loading Zones at Specified Locations.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That in accordance with the provisions of Section 27-410 of the Municipal Code of Chicago, the following locations are hereby designated as loading zones for the distances specified, during the hours designated:

| *Public Way* | *Distance and Hours* |
|---|---|
| N. Ashland Avenue (east side) | From a point 390 feet south of W. Diversey Parkway to a point 85 feet south thereof—8:00 A.M. to 6:00 P.M. —except on Sundays and holidays |
| W. Cermak Road (south side) | From a point 290 feet east of S. Wolcott Avenue to a point 25 feet east thereof—9:00 A.M. to 6:00 P.M. — except on Saturdays, Sundays and holidays |
| W. Erie Street (north side) | From a point 55 feet west of N. LaSalle Street to a point 45 feet west thereof—8:00 A.M. to 6:00 P.M.—except on Sundays and holidays |
| N. Greenview Avenue (east side) | From a point 85 feet north of W. Altgeld Street to a point 35 feet north thereof —8:00 A.M. to 9:00 P.M.— except on Sundays and holidays |
| S. Indianapolis Avenue (south side) | From a point 85 feet west of S. Ewing Avenue to a point 75 feet west thereof—8:00 A.M. to 6:00 P.M.—except on Sundays and holidays |
| N. Leavitt Street (east side) | From a point 20 feet north of W. Grand Avenue to a point 45 feet north thereof —8:00 A.M. to 6:00 P.M.— except on Sundays and holidays |
| N. May Street (east side) | From a point 20 feet north of W. Randolph Street (north service drive) to a point 46 feet north thereof—6:00 A.M. to 5:00 P.M.—except on Saturdays, Sundays and holidays |
| S. Pulaski Road (east side) | From a point 215 feet north of W. 46th Street to a point 50 feet north thereof—9:00 A.M. to 6:00 P.M.—except on Sundays and holidays |
| W. Roslyn Place (north side) | From a point 30 feet east of N. Clark Street to a point 25 feet east thereof—8:00 A.M. to 6:00 P.M.—except on Sundays and holidays |

| *Public Way* | *Distance and Hours* |
|---|---|
| W. 36th Street (north side) | From a point 20 feet west of S. Ashland Avenue to a point 30 feet west thereof —9:00 A.M. to 6:00 P.M.— except on Saturdays, Sundays and holidays |
| S. Western Avenue (west side) | From a point 100 feet south of W. 81st Street to a point 35 feet south thereof—8:00 A.M. to 6:00 P.M.—except on Sundays and holidays. |

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

### *Discontinuance of Loading Zones at Specified Locations.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the ordinances passed by the City Council on the dates and pages of the Council Journals noted below establishing loading zones on portions of sundry streets, be and the same are hereby amended by striking therefrom the following:

| *Location* | *Date of Passage* |
|---|---|
| N. Humboldt Boulevard (east service drive) from a point 20 feet north of W. North Avenue to a point 30 feet north thereof—8:00 A.M. to 6:00 P.M. | September 19, 1966, Page 7317 |
| 367-69 E. 61st Street—8:00 A.M. to 6:00 P.M. | October 25, 1945, Page 4277 |
| S. Green Street (east side) from a point 80 feet north of W. 63rd Street to a point 50 feet north thereof—8:00 A.M. to 6:00 P.M. | December 18, 1964, Page 4101 |
| S. Harding Avenue (west side) for 50 feet south of W. 26th Street—8:00 A.M. to 5:00 P.M. | March 2, 1950, Page 5865 |
| N. Western Avenue (east side) from a point 315 feet south of W. Addison Street to a point 40 feet south thereof—8:00 A.M. to 6:00 P.M. | December 27, 1967, Page 2067 |
| N. Western Avenue (east side) from a point 92 feet north of W. Arthur Avenue to a point 41 feet north thereof—8:00 A.M. to 6:00 P.M. | October 13, 1960, Page 3297 |
| 1138-40 N. Moore Street—8:00 A.M. to 6:00 P.M. | May 10, 1951, Page 7316 |
| 12 S. Karlov Avenue—8:00 A.M. to 5:00 P.M. | January 14, 1949, Page 3684 |
| W. Chicago Avenue (south side) 95 feet east of N. Dearborn Street to a point 125 feet east thereof—8:00 A.M. to 6:00 P.M. | April 16, 1952, Page 2245 |
| 669-671 N. State Street—8:00 A.M. to 6:00 P.M. | March 10, 1954, Page 7036 |
| 30 E. Chicago Avenue—8:00 A.M. to 6:00 P.M. | April 16, 1952, Page 2245 |
| N. Dayton Street (east side) from a point 125 feet south of N. Clybourn Avenue to a point 35 feet south thereof—8:00 A.M. to 6:00 P.M. | September 19, 1966, Page 7317 |
| 3824 W. Ogden Avenue—8:00 A.M. to 6:00 P.M. | September 20, 1951, Page 920 |
| 1620 W. 18th Street—8:00 A.M. to 6:00 P.M. | May 24, 1951, Page 299 |
| 4543 N. Hermitage Avenue—8:00 A.M. to 6:00 P.M. | September 20, 1951, Page 921 |
| S. Stony Island Avenue (west side) from a point 105 feet north of E. 64th Street to a point 40 feet north thereof | July 2, 1953, Page 4789 |
| 2852 W. Fullerton Avenue—8:00 A.M. to 6:00 P.M. | September 20, 1951, Page 921 |
| W. North Avenue (north side) from a point 145 feet east of N. Lavergne Avenue to a point 65 feet east thereof—8:00 A.M. to 6:00 P.M. | September 10, 1958, Page 8162 |
| N. May Street (west side) from a point 85 feet south of W. Randolph Street (south service drive) to a point 50 feet south thereof —8:00 A.M. to 6:00 P.M. | May 11, 1967, Page 194 |
| N. Damen Avenue (west side) from a point 20 feet south of W. Iowa Street to a point 30 feet south thereof—8:00 A.M. to 6:00 P.M. | March 6, 1968, Page 2354 |
| 2928 N. Western Avenue—8:00 A.M. to 6:00 P.M. | March 11, 1953, Page 4293 |
| 2333-45 W. Potomac Avenue —8:00 A.M. to 6:00 P.M. | September 20, 1951, Page 926 |
| 203-205 N. Green Street—8:00 A.M. to 6:00 P.M. | May 10, 1951, Page 182 |
| 2858 W. Fifth Avenue—8:00 A.M. to 6:00 P.M. | September 20, 1951, Page 926 |
| W. Bryn Mawr Avenue (north side) from a point 105 feet west of N. Artesian Avenue to a point 50 feet west thereof—8:00 A.M. to 6:00 P.M. | March 26, 1958, Page 7448 |
| 4712 S. Cottage Grove Avenue—30 feet | June 11, 1947, Page 325 |
| 1108 W. Van Buren Street | March 2, 1951, Page 7983 |
| W. Walton Street (north side) between N. California Avenue and 25 feet west thereof—8:00 A.M. to 5:00 P.M. | March 2, 1951, Page 7983 |
| W. Webster Avenue (south side) from a point 85 feet west of N. Lincoln Avenue to a point 75 feet west thereof—8:00 A.M. to 6:00 P.M. | December 22, 1955, Page 1951 |

| *Location* | *Date of Passage* |
|---|---|
| 1545 N. Artesian Avenue—8:00 A.M. to 6:00 P.M. | March 2, 1951, Page 7971 |
| 8041-43 S. Racine Avenue | January 9, 1946, Page 4731 |
| 643-651 S. Wells Street—8:00 A.M. to 6:00 P.M. | November 8, 1956, Page 3470 |
| W. 79th Street (south side) from a point 90 feet east of S. Normal Avenue to a point 25 feet east thereof—8:00 A.M. to 6:00 P.M. | December 30, 1960, Page 4196 |
| 2257-59 N. Lincoln Avenue—8:00 A.M. to 6:00 P.M. | January 25, 1955, Page 9516. |

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

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### Weight Limitations Established for Vehicles on Portions of Specified Streets.

The Committee on Traffic and Public Safety submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (as a substitute for proposed ordinances previously referred to the committee), in reference to the establishment of weight limitations on portions of certain streets.

On motion of Alderman Wigoda said substitute proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Despres, Rayner, Cousins, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—42.

*Nays*—None.

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 27-418 of the Municipal Code of Chicago, the maximum weight permitted to be carried by any truck or commercial vehicle upon the following public ways between the limits indicated (except for the purposes of delivering or picking up material or merchandise) shall be as follows:

| *Public Way* | *Limits and Maximum Load* |
|---|---|
| N. Avers Avenue | From W. Armitage Avenue to W. Fullerton Avenue—5 tons |
| W. Belden Avenue | From N. Central Park Avenue to N. Springfield Avenue—5 tons |
| W. Berwyn Avenue | From N. Pueblo Avenue to N. East River Road—5 tons |
| W. Dickens Avenue | From N. Central Park Avenue to N. Springfield Avenue—5 tons |
| N. Hamlin Avenue | From W. Armitage Avenue to W. Fullerton Avenue—5 tons |
| N. Hamlin Avenue | From W. Grace Street to W. Irving Park Road—5 tons |
| N. Harding Avenue | From W. Belden Avenue to W. Fullerton Avenue—5 tons |
| N. Lawndale Avenue | From W. Armitage Avenue to W. Fullerton Avenue—5 tons |
| W. McLean Avenue | From N. Central Park Avenue to N. Hamlin Avenue—5 tons |
| N. Monticello Avenue | From W. Palmer Street to W. Fullerton Avenue—5 tons |
| W. Palmer Street | From N. Central Park Avenue to N. Springfield Avenue—5 tons |
| N. Ridgeway Avenue | From W. Belden Avenue to W. Fullerton Avenue—5 tons |
| W. Shakespeare Avenue | From N. Central Park Avenue to N. Hamlin Avenue—5 tons |
| S. Spaulding Avenue | From W. 51st Street to Railroad tracks north thereof—(approximately 540 feet)—5 tons |
| N. Springfield Avenue | From W. Belden Avenue to W. Fullerton Avenue—5 tons |
| N. Wood Street | From W. Cortland Street to W. Armitage Avenue—5 tons. |

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

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### Vehicular-Traffic Movements Restricted or Discontinued to Single Directions on Portions of Public Ways.

The Committee on Traffic and Public Safety submitted reports recommending that the City Council pass two proposed ordinances transmitted therewith (as substitutes for proposed ordinances previously referred to the committee) in reference to the restriction of vehicular-traffic movements to single directions on portions of certain public ways.

On separate motions made by Alderman Wigoda *each* of the said substitute proposed ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Despres, Rayner, Cousins, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—42.

*Nays*—None.

Said ordinances as passed read respectively as follows (the Italic heading in each case not being a part of the ordinance):

*Vehicular-Traffic Movements Restricted to Single Direction.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 27-403 of the

Municipal Code of Chicago, the operator of a vehicle shall operate such vehicle only in the direction specified below on the public ways between the limits indicated:

| *Public Way* | *Limits and Direction* |
|---|---|
| First east-west alley north of W. Augusta Boulevard | Between N. Austin Avenue and N. Mason Avenue—westerly |
| W. Barry Avenue | Between N. Haussen Court and N. Pulaski Road—westerly |
| W. Beach Avenue | Between N. Central Park Avenue and N. Kedzie Avenue—easterly |
| N. Central Park Avenue | Between W. Belmont Avenue and W. Cornelia Avenue—southerly |
| W. Eugenie Street | Between N. Sedgwick Street and N. LaSalle Street—easterly |
| W. Evergreen Avenue | Between N. Kedzie Avenue and N. Central Park Avenue—westerly |
| W. Hirsch Street | Between N. Harding Avenue and N. Central Park Avenue—easterly |
| W. Iowa Street | Between N. Homan Avenue and N. Pulaski Road—westerly |
| W. LeMoyne Avenue | Between N. Central Park Avenue and N. Pulaski Road—westerly |
| W. Potomac Avenue | Between N. Central Park Avenue and N. Hamlin Avenue—westerly |
| East-west alley between W. 74th Street and W. 75th Street | Between S. Perry Avenue and S. Lafayette Avenue—easterly |
| First east-west alley north of W. North Avenue | Between N. Cicero Avenue and N. Keating Avenue—easterly |
| First east-west alley south of W. 79th Street | Between S. Troy Street and S. Albany Avenue—westerly |
| W. Thomas Street | Between N. Pulaski Road and W. Grand Avenue—easterly |
| First north-south alley west of N. Wells Street | Between W. St. Paul Avenue and W. Willow Street—northerly |

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

### *Discontinuance of Restriction on Portion of N. Natchez Av.*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the ordinance passed April 9, 1969, printed on page 5280 of the Journal of the Proceedings of said date, restricting vehicular traffic to single directions on portions of designated locations, be and the same is herey amended by striking therefrom the following:

| | |
|---|---|
| "N. Natchez Avenue | Between W. Irving Park Road and W. Dakin Street—southerly". |

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

### *Failed to Pass*—PROPOSED ORDINANCES AND ORDERS RELATING TO TRAFFIC REGULATIONS, TRAFFIC SIGNS, ETC. *(Adverse Committee Recommendations).*

The Committee on Traffic and Public Safety submitted a report recommending that the City Council *Do Not Pass* sundry proposed ordinances and proposed orders (transmitted with the committee's report) relating to traffic regulations, traffic signs, etc.

Alderman Wigoda moved to Concur in the committee's recommendations. The question in reference to each proposed ordinance or proposed order thereupon became: *Shall the proposed ordinance (or proposed order) Pass, notwithstanding the committee's adverse recommendation?;* and the several questions being so put, each of the said proposed ordinances and proposed orders *Failed to Pass,* by yeas and nays as follows: *Yeas*—None; *Nays*—42.

The committee report which lists said proposed ordinances and orders which *Failed to Pass* reads as follows:

CHICAGO, September 3, 1969.

*To the President and Members of the City Council:*

Your Committee on Traffic and Public Safety, begs leave to recommend that Your Honorable Body *Do Not Pass* sundry proposed ordinances and orders transmitted herewith (which were referred to Your Committee on December 6, 1968 and March 14, April 9, May 14, May 28, June 23, July 8 and July 15, 1969), concerning traffic regulations and traffic signs, etc., as follows:

### *Proposed Prohibitions at All Times against Parking of Vehicles:*

| | |
|---|---|
| W. Belden Avenue | East and west of existing driveways at Nos. 800 and 900 |
| W. 81st Street (both sides) | From S. Cicero Avenue to the first alley east thereof |
| W. 55th Street (south side) | From S. Pulaski Road to S. Springfield Avenue |
| W. Jarvis Avenue (south side) | From a point 55 feet west of N. California Avenue to a point 40 feet west thereof |
| North-south alley south and parallel | 1900 Block of N. Lincoln Avenue |
| W. Oakdale Avenue (south side) | At a point 5 feet west of and a point 15 feet east of driveway at No. 541 W. |
| W. 104th Street (both sides) | From S. Charles Avenue to S. Loomis Street |
| S. Paulina Street | At Nos. 2323 to 2353 |
| T. Alley south of N. Pine Grove Avenue | Between N. Pine Grove Avenue and N. Sheridan Road and W. Surf Street and N. Pine Grove Avenue |
| N. Rockwell Street (east side) | From a point 50 feet south of W. Wabansia Avenue to a point 50 feet south thereof |
| S. South Shore Drive | At No. 8361 |
| W. Surf Street | At No. 416 |
| W. 23rd Street | At No. 1807 |

*Proposed Prohibitions against Parking of Vehicles during Specified Hours:*

| | |
|---|---|
| S. Cottage Grove Avenue | Between E. 41st Street and E. 46th Street—(east side) 7:00 A.M. to 9:00 A.M.—(west side) 4:00 P.M. to 6:00 P.M. |
| E. and W. 51st Street | Between S. St. Lawrence Avenue and S. Wentworth Avenue—(north side) 7:00 A.M. to 9:00 A.M.—(south side) 4:00 P.M. to 6:00 P.M. |
| E. and W. 43rd Street | Between S. Cottage Grove Avenue and S. Wentworth Avenue—(north side) 7:00 A.M. to 9:00 A.M.—(south side) 4:00 P.M. to 6:00 P.M. |
| S. Pulaski Road (west side) | Between W. 86th Street and W. Columbus Avenue—7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M. |
| S. State Street | Between 40th Street and 51st Street—7:00 A.M. to 9:00 A.M. and 4:00 A.M. to 6:00 P.M |

*Proposed Loading Zones:*

| | |
|---|---|
| N. Artesian Avenue | At No. 2424 W. Devon to alley north thereof |
| S. Ewing Avenue | At No. 10543 |
| S. Racine Avenue | At Nos. 7247-7249 |
| E. 75th Street | At Nos. 2430-2434 |

*Proposed Speed Limitation:*

| | |
|---|---|
| W. Belmont Avenue | Between N. Central Park Avenue and N. Ridgeway Avenue—20 miles per hour |

*Proposed Weight Limitations:*

| | |
|---|---|
| E. 130th Street | S. St. Lawrence Avenue, E. 134th Street and S. Dr. Martin Luther King Jr., Drive—5 tons |

*Miscellaneous*

(Referred to Your Committee on the dates noted in parentheses):

(July 15, 1969) Proposed order for Arterial Highway on E. 83rd Street from S. Burley Avenue to S. Green Bay Avenue

(June 23, 1969) Proposed ordinance to establish service drive on W. Fletcher Street (north side) from N. Washtenaw Avenue to N. Rockwell Street

(May 28, 1969) Proposed ordinance to remove "No Parking signs" from Nos. 2330-2340 W. Erie Street

(May 14, 1969) Proposed ordinance to amend ordinance prohibiting parking at all times on W. Granville Avenue (north side) from N. California Avenue to N. Kedzie Avenue

(May 14, 1969) Proposed ordinance to amend parking at all times on S. Pulaski Road (west side) from W. 86th Street south to W. Columbus Avenue.

Proposed Orders for Installations of Traffic Signs, as follows:

(June 23, 1969) Proposed order "No Ball Playing Allowed" signs in the rear of 1500 Block of W. Melrose Street between N. Ashland Avenue and N. Greenview Avenue

(November 15, 1968) Proposed order "Slow—Deaf Children Crossing" signs at W. 94th Street and S. Leavitt Street

(June 23, 1969) Proposed order "Slow—Children Crossing" signs on S. Champlain Avenue and E. 66th Street and S. Champlain Avenue and E. 67th Street

(June 23, 1969) Proposed order "Slow—Children" signs on S. Chappel Avenue between E. 96th Street and E. 97th Place

(June 23, 1969) Proposed order "Street Ends—No Outlet" signs Northeast corner of N. Lincoln Park West and W. Wisconsin Street

(May 28, 1969) Proposed order "Stop Signs" W. 58th Street (both sides) east and west of S. Springfield Avenue

(June 23, 1969) Proposed order "Stop Signs" on W. Iowa Street and N. Wolcott Avenue

(September 7, 1967) Proposed order "Stop Signs" on E. 135th Street and S. Brandon Avenue

(August 13, 1968) Proposed order "4-Way Stop Signs" on N. Glenwood Avenue and W. North Shore Avenue

(November 15, 1968) Proposed order "4-Way Stop Signs" on N. Lockwood Avenue and W. Berteau Avenue

(January 17, 1969) Proposed order "4-Way Stop Signs" on W. School Street and N. Odell Avenue

(January 31, 1969) Proposed order "4-Way Stop Signs" on W. Waveland Avenue and N. Lakewood Avenue

Proposed Orders for Installations of Traffic Control Signals:

(July 15, 1969) W. Diversey Avenue and N. Paulina Street

(July 15, 1969) W. Foster Avenue and N. Cumberland Road

(July 15, 1969) S. Keeler Avenue and W. Cermak Road

(October 16, 1969) E. 114th Street and S. Avenue O

(January 30, 1968) W. 65th Street and S. Kedzie Avenue.

Respectfully submitted,

(Signed) PAUL T. WIGODA,

*Chairman.*

# MATTERS PRESENTED BY THE ALDERMEN

**(Presented by Wards, in Order, Beginning with the Fiftieth Ward).**

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Claims.
4. Unclassified Matters (arranged in order according to Ward numbers).
5. Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection, and Water Rate Exemptions, Etc.

***Proposed ordinances, orders and resolutions, described below, were presented by the aldermen named, as noted. Except where otherwise noted or indicated hereinbelow, unanimous consent was given to permit action by the City Council on each of said proposed ordinances, orders and resolutions without previous committee consideration, in accordance with the provisions of Council Rule 43.***

## 1. TRAFFIC REGULATIONS, TRAFFIC SIGNS, AND TRAFFIC-CONTROL DEVICES.

### *Referred*—PROPOSED ORDINANCE TO DISCONTINUE PROHIBITION AGAINST PARKING OF VEHICLES AT ALL TIMES ON PORTION OF N. LOWELL AV.

Alderman Aiello (36th Ward) presented a proposed ordinance to discontinue the prohibition against the parking of vehicles at all times on the west side of N. Lowell Avenue between W. Wabansia Avenue and a point 265 feet south thereof; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—PROPOSED ORDINANCE TO CHANGE AREAS OF PARKING PROHIBITION AT ALL TIMES ON PORTION OF E. ELM ST.

Alderman Fried (42nd Ward) presented a proposed ordinance to prohibit the parking of vehicles at all times on the north side of E. Elm Street between a point 165 feet (instead of 130 feet) east of N. State Street and a point 60 feet east thereof; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—PROPOSED ORDINANCES TO PROHIBIT AT ALL TIMES PARKING OF VEHICLES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit at all times the parking of vehicles at the locations designated, for the distances specified, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Location and Distance* |
|---|---|
| Roti (1st Ward) | S. Ada Street (both sides) between W. 16th Street and W. 18th Place |
| Lupo (9th Ward) | E. 116th Street (both sides) between the first alley east of S. Michigan Avenue and the first alley west of S. Michigan Avenue |
| | E. 114th Street (south side) between S. Cottage Grove Avenue and a point 200 feet east thereof |
| Krska (15th Ward) | W. 56th Street (south side) between S. Kedzie Avenue and the first alley west thereof |
| Hines (18th Ward) | W. 87th Street, at Nos. 1134-1136 |
| Laurino (39th Ward) | N. Keystone Avenue (both sides) between W. Lawrence Avenue and the alley north thereof |
| | N. Pulaski Road (west side) between W. Hollywood and W. Victoria Avenues. |

### *Referred*—PROPOSED ORDINANCES TO DISCONTINUE PROHIBITION AGAINST PARKING OF VEHICLES DURING SPECIFIED HOURS AT SPECIFIED LOCATIONS.

Alderman Aiello (36th Ward) presented three proposed ordinances to discontinue the prohibition against the parking of vehicles during specified hours at the following locations: in front of No. 2200 N. Knox Avenue; on the east side of N. Kildare Avenue between a point 20 feet north of W. Wabansia Avenue and a point 217 feet north thereof; on the east side of N. Kildare Avenue between a point 347 feet north of W. Wabansia Avenue and a point 118 feet north thereof; which were *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—PROPOSED ORDINANCE TO DISCONTINUE PROHIBITION AGAINST PARKING OF VEHICLES DURING SPECIFIED HOURS ON PORTION OF W. BELMONT AV.

Alderman Cullerton (38th Ward) presented a proposed ordinance to discontinue the prohibition against the parking of vehicles during specified hours on the south side of W. Belmont Avenue between a point 20 feet west of N. Osceola Avenue and a point 45 feet west thereof; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—PROPOSED ORDINANCE TO PROHIBIT PARKING OF VEHICLES DURING SPECIFIED HOURS ON PORTION OF W. WAVELAND AV.

Alderman Kerwin (46th Ward) presented a proposed ordinance to prohibit the parking of vehicles on the north side of W. Waveland Avenue between N. Sheffield and N. Seminary Avenues during ball games; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—Proposed Ordinances to Limit Parking of Vehicles during Specified Hours at Specified Locations.

The aldermen named below presented proposed ordinances to limit the parking of vehicles to the periods specified, during the hours designated, at the locations specified, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Location, Distance and Time* |
|---|---|
| Swinarski (12th Ward) | S. Rockwell Street (both sides) between W. Pershing Road and W. 39th Place—one hour |
| Laurino (39th Ward) | N. Keystone Avenue, at No. 4551 (alongside W. Wilson Avenue between the side entrance and the first alley east thereof)—one hour. |

### *Referred*—Proposed Ordinance to Discontinue Loading Zone on Portion of N. Kildare Av.

Alderman Aiello (36th Ward) presented a proposed ordinance to discontinue the loading zone on the west side of N. Kildare Avenue between a point 20 feet north of W. Wabansia Avenue and a point 453 feet north thereof; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—Proposed Ordinances to Establish Loading Zones at Sundry Locations.

The aldermen named below presented proposed ordinances to establish loading zones at the locations designated, for the distances specified, and for limited periods where so indicated, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Location, Distance and Time* |
|---|---|
| Krska (15th Ward) | W. 58th Street, at No. 2350 |
| Hines (18th Ward) | S. Racine Avenue, at No. 8522 |
| McMahon (30th Ward) | W. Division Street, at Nos. 4409-4421—8:00 A.M. to 4:30 P.M. (except on Saturdays, Sundays and holidays) |
| Keane (31st Ward) | W. Grand Avenue (south side) between a point 60 feet west of N. Lawndale Avenue and a point 25 feet west thereof—9:00 A.M. to 6:00 P.M. (except on Sundays and holidays) |
| Brandt (33rd Ward) | N. Western Avenue, at No. 3107 (25 feet)—8:00 A.M. to 6:00 P.M. (except on Saturdays, Sundays and holidays) |
| Aiello (36th Ward) | N. Kildare Avenue (east side) between a point 368 feet north of W. Wabansia Avenue and a point 93 feet north thereof —8:00 A.M. to 6:00 P.M. (except on Saturdays, Sundays and holidays) |
| [Aiello (36th Ward)] | N. Kildare Avenue (east side) between a point 20 feet north of W. Wabansia Avenue and a point 124 feet north thereof —8:00 A.M. to 6:00 P.M. (except on Saturdays, Sundays and holidays). |

### *Referred*—Proposed Order and Ordinances to Fix Weight Limit of Five Tons for Vehicles on Specified Streets.

The aldermen named below presented a proposed order and proposed ordinances to fix a weight limit of five tons for trucks and commercial vehicles on the streets designated, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Street and Limits* |
|---|---|
| Laurino (39th Ward) | W. Dakin Street between N. Pulaski Road and N. Springfield Avenue<br>N. Springfield Avenue between W. Irving Park Road and N. Parkview Terrace<br>N. Avers Avenue between W. Byron Street and N. Parkview Terrace<br>N. Ridgeway Avenue between W. Irving Park Road and N. Parkview Terrace<br>N. Lawndale Avenue between W. Irving Park Road and N. Parkview Terrace<br>N. Monticello Avenue between N. Elston Avenue and N. Parkview Terrace<br>N. Central Park Avenue between N. Elston Avenue and the first cul-du-sac south of W. Waveland Avenue |
| Singer (44th Ward) | W. Wolfram Street in the 1300 Block<br>W. Lill Avenue and W. Altgeld Street in the 800 Blocks |
| Wigoda (49th Ward) | W. Juneway Terrace between N. Sheridan Road and the city limits west thereof. |

### *Referred*—Proposed Ordinance to Discontinue Restriction on Movement of Vehicular Traffic to Single Direction on Portion of S. Ingleside Av.

Alderman Despres (5th Ward) presented a proposed ordinance to discontinue the restriction of movement of vehicular traffic to a single direction on S. Ingleside Avenue between E. 63rd and E. 61st Streets; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—Proposed Ordinance to Discontinue Restriction on Movement of Vehicular Traffic to Single Direction on Portion of Specified Alley.

Alderman Laskowski (35th Ward) presented a proposed ordinance to discontinue the restriction of movement of vehicular traffic to a single direction in the first east-west alley north of W. Belmont Avenue between N. Central Park and N. Monticello Avenues; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—PROPOSED ORDINANCE TO DISCONTINUE RESTRICTION OF MOVEMENT OF VEHICULAR TRAFFIC TO SINGLE DIRECTIONS ON SPECIFIED ALLEYS.

Alderman Keane (31st Ward) presented a proposed ordinance to discontinue the restriction of movement of vehicular traffic to single directions in the first alley south of W. Division Street between N. Ridgeway and N. Monticello Avenues and the first alley south of W. Grand Avenue between N. Monticello and N. Central Park Avenues; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—PROPOSED ORDER AND ORDINANCES TO RESTRICT MOVEMENT OF VEHICULAR TRAFFIC TO SINGLE DIRECTIONS ON SPECIFIED PUBLIC WAYS.

The aldermen named below presented a proposed order and proposed ordinances to restrict the movement of vehicular traffic to the direction indicated in each case, on specified public ways, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Street, Distance and Direction* |
|---|---|
| Marzullo (25th Ward) | S. Claremont Avenue between W. 25th Street and S. Blue Island Avenue—southerly |
| Aiello (36th Ward) | First east-west alley north of W. North Avenue between N. McVicker and N. Austin Avenues —westerly |
| Cullerton (38th Ward) | N. Nora Avenue between W. Cornelia Avenue and W. Addison Street—northerly. |

### *Referred*—PROPOSED ORDINANCES TO IMPOSE SPEED LIMITS FOR VEHICLES ON SPECIFIED STREETS.

The aldermen named below presented proposed ordinances to limit the speed of vehicles on specified streets, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Street, Limits and Speed* |
|---|---|
| Swinarski (12th Ward) | W. 43rd Street between S. Kedzie and S. Drake Avenues—20 miles per hour |
| Laurino (39th Ward) | N. Kostner Avenue between W. Peterson and W. Bryn Mawr Avenues—20 miles per hour |
| | W. Devon Avenue between N. Pulaski Road and N. Cicero Avenue—20 miles per hour. |

### *Referred*—PROPOSED ORDER TO DESIGNATE PORTION OF S. STATE ST. AS SERVICE DRIVE.

Alderman Rayner (6th Ward) presented a proposed order to designate the east side of S. State Street between E. 70th and E. 72nd Streets as a service drive; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—PROPOSED ORDER TO DESIGNATE PORTIONS OF W. 101ST ST. AND S. INDIANA AV. AS "THROUGH" STREETS.

Alderman Frost (21st Ward) presented a proposed order to designate W. 101st Street between S. Halsted and S. State Streets and S. Indiana Avenue between E. 83rd and E. 91st Streets as "Through" streets; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—PROPOSED ORDER FOR SURVEY FOR INSTALLATION OF TRAFFIC SIGNS.

Alderman Lupo (9th Ward) presented a proposed order for a survey for the installation of "Stop" signs at the intersection of E. 133rd Street and S. Avenue M; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—PROPOSED ORDERS FOR INSTALLATIONS OF TRAFFIC SIGNS.

The aldermen named below presented proposed orders for installations of traffic signs of the nature indicated and at the locations specified, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Location and Type of Sign* |
|---|---|
| Lupo (9th Ward) | S. Prairie Avenue at E. 119th Street—"Stop" |
| | E. 121st Place at S. Indiana Avenue—"Stop" |
| Shannon (17th Ward) | W. 72nd Street and S. Yale Avenue—"Stop" |
| Kuta (23rd Ward) | S. Nashville Avenue and W. 54th Street—"4-Way Stop" |
| Laskowski (35th Ward) | Northeast corner of W. Drummond Pl. and N. Kildare Avenue—"Stop" |
| Casey (37th Ward) | W. LeMoyne Street and N. Lockwood Avenue—"4-Way Stop" |
| Laurino (39th Ward) | N. Karlov and W. Lawrence Avenues; N. Lowell and W. Wilson Avenues; N. Kostner and W. Wilson Avenues; N. Kenneth and W. Wilson Avenues; N. Kilbourn and W. Wilson Avenues; N. Kenton and W. Wilson Avenues; N. Knox and W. Wilson Avenues; N. Kilpatrick and W. Wilson Avenues—"Stop" |
| Wigoda (49th Ward) | N. Wayne and W. Early Avenues —"4-Way Stop" |
| | N. Winchester and W. Birchwood Avenues—"Stop" |
| Sperling (50th Ward) | N. Washtenaw and W. Birchwood Avenues—"4-Way Stop". |

### *Referred*—PROPOSED ORDER FOR INSTALLATION OF TRAFFIC SIGNS OR TRAFFIC-CONTROL SIGNALS AT INTERSECTION OF W. 80TH ST. AND S. UNION AV.

Alderman Shannon (17th Ward) presented a proposed order for the installation of "Stop" signs or "Stop and Go" lights at the intersection of W. 80th Street and S. Union Avenue; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—PROPOSED ORDER FOR INSTALLATION OF TRAFFIC-CONTROL SIGNALS.

Alderman Laskowski (35th Ward) presented a proposed order for installation of "Stop and Go" lights at the intersection of W. Diversey and N. Lavergne Avenues; which was *Referred to the Committee on Traffic and Public Safety.*

## 2. ZONING ORDINANCE AMENDMENTS.

### *Referred*—PROPOSED ORDINANCES TO RECLASSIFY PARTICULAR AREAS.

Proposed ordinances for amendment of the Chicago Zoning Ordinance, for the purpose of reclassifying particular areas, were presented by the Aldermen named below, respectively, and were *Referred to the Committee on Buildings and Zoning,* as follows:

BY ALDERMAN SHANNON (17TH WARD):

To classify as a B4-3 Restricted Service District instead of a B4-2 Restricted Service District the area shown on Map No. 16-G bounded by

a line 50 feet north of W. 69th Street; the alley next east of and parallel to S. Green Street; W. 69th Street; and S. Green Street.

To classify as a B4-1 Restricted Service District instead of a B3-2 General Retail District the area shown on Map No. 16-G bounded by

a line 145 feet north of W. Marquette Road; S. Halsted Street; W. Marquette Road; and the alley next west of and parallel to S. Halsted Street.

BY ALDERMAN FRIED (42ND WARD):

To classify as a Residential Planned Development instead of an R4 General Residence District the area shown on Map No. 3-F bounded by

N. Clybourn Avenue; a line from a point 223.31 feet southeast of N. Ogden Avenue along the southwest line of N. Clybourn Avenue, to a point 117.12 feet southwest of N. Clybourn Avenue and 251.57 feet north of W. Evergreen Avenue; and a line from a point 117.12 feet southwest on N. Clybourn Avenue and 251.57 feet north of W. Evergreen Avenue, to a point 105.92 feet southeast of N. Ogden Avenue along the southwest line of N. Clybourn Avenue.

To classify as an R4 General Residence District instead of a Residential Planned Development the area shown on Map No. 3-F bounded by

the south line of W. Schiller Street, or the line thereof if extended where no street exists; a line from a point 169.62 feet southeast of N. Ogden Avenue along the south line of W. Schiller Street, or the line thereof if extended where no street exists to a point 117.12 feet southwest of N. Clybourn Avenue and 251.57 feet north of W. Evergreen Avenue; a line from a point 117.12 feet southwest of N. Clybourn Avenue and 251.57 feet north of W. Evergreen Avenue to a point 370 feet east of N. Ogden Avenue along the north line of W. Evergreen Avenue; W. Evergreen Avenue; and a line 142.52 feet southeast of N. Ogden Avenue.

BY ALDERMAN WIGODA (49TH WARD):

To classify as an R4 General Residence District instead of a B2-4 Restricted Retail District and a B4-4 Restricted Service District the area shown on Map No. 17-G bounded by

W. Morse Avenue; the alley next east of and parallel to N. Sheridan Road; W. Pratt Boulevard; the alley next east of and parallel to N. Sheridan Road; the alley next north of and parallel to W. Albion Avenue; the alley next east of and parallel to N. Sheridan Road; W. Albion Avenue; and N. Sheridan Road.

## 3. CLAIMS.

**Claims against the City of Chicago were presented by the aldermen designated below, respectively, for the claimants named, which were *Referred to the Committee on Finance,* as follows:**

| *Alderman* | *Claimant* |
|---|---|
| Burke (14th Ward) | Robert H. Thomas |
| Sheridan (16th Ward) | Martin A. Choinski |
| Fitzpatrick (19th Ward) | Sarah Loftus |
| Sain (27th Ward) | L. Carpenter,<br>Marguerite A. Hampton |
| Gabinski (32nd Ward) | Carole Bryda |
| Laskowski (35th Ward) | Leo Jakubowski |
| Scholl (41st Ward) | A. E. Blaszynski,<br>Stephen Kohut |
| Kerwin (46th Ward) | Illinois Masonic Hospital |
| Wigoda (49th Ward) | Francis Becker |
| Sperling (50th Ward) | Miriam Gelfand. |

## 4. UNCLASSIFIED MATTERS

### (Arranged in Order According to Ward Numbers).

*Proposed ordinances, orders and resolutions were presented by the aldermen named below, respectively, and were acted upon by the City Council in each case in the manner noted, as follows:*

### Presented by ALDERMAN ROTI (1st Ward):

#### Drafting of Ordinance for Vacation of Streets and Alleys Directed.

A proposed order reading as follows:

*Ordered,* That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of all those parts of W. Washburne Avenue, W. 13th Street and W. Liberty Street lying between S. Miller Street and S. Blue Island Avenue; all that part of W. 14th Street lying between S. Morgan Street and S. Blue Island Avenue; all that part of S. Aberdeen Street lying between W. 14th Street and W. 14th Place and all those parts of S. Miller Street lying between W. Roosevelt Road and W. Maxwell Street and between W. Maxwell Street and W. 14th Street; also all of the public alleys in the area bounded by W. Roosevelt Road, W. 14th Place, S. Morgan Street, S. Racine Avenue and S. Blue Island Avenue, for the City of Chicago (Department of Urban Renewal), the Board of Education of the City of Chicago and Newberry Boys' Center, Project Roosevelt-Halsted I; said ordinance to be transmitted to the Committee on Local Industries, Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Roti said proposed order was *Passed.*

#### Issuance of Canopy Permit Authorized.

Also a proposed order reading as follows:

*Ordered,* That the City Comptroller be and he is hereby authorized to issue a permit to Midwest News Reel Theatres, Inc. to maintain an existing canopy over the sidewalk in N. State Street, attached to the building or structure located at No. 165 N. State Street, for a period of ten years from and after August 8, 1969, in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Buildings and the Chief Fire Prevention Engineer, said canopy not to exceed 20 feet in length nor 24 feet in width; upon the filing of the application and bond and payment of the initial compensation provided for by ordinances relating to the construction and maintenance of canopies.

On motion of Alderman Roti said proposed order was *Passed.*

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### Presented by ALDERMAN HUBBARD (2nd Ward):

#### Drafting of Ordinance for Vacation of Street and Adjacent Alleys Directed.

A proposed order reading as follows:

*Ordered,* That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of all that part of E. Oakwood Boulevard being a triangular-shaped part of said street lying north of the north line of said E. Oakwood Boulevard produced east from S. Langley Avenue to its intersection with a line 31 feet west of and parallel with the west line of S. Cottage Grove Avenue and lying west of a line 31 feet west of and parallel with the west line of said S. Cottage Grove Avenue; also all of the public alleys in the block bounded by E. Pershing Road, E. Oakwood Boulevard, S. Cottage Grove Avenue and S. Langley Avenue, for the City of Chicago (Department of Urban Renewal) Project Pershing-Cottage Grove; said ordinance to be transmitted to the Committee on Local Industries, Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Hubbard said proposed order was *Passed.*

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### Presented by ALDERMAN DESPRES (5th Ward):

#### *Referred*—PROPOSED RESOLUTION TO DIRECT LAW DEPT. TO DRAFT NECESSARY MEASURES FOR FINANCIAL AID OF VICTIMS OF CRIME IN CHICAGO.

A proposed resolution to direct the Law Department to prepare the necessary measures (including proposed ordinances and if necessary proposed state legislation) to provide financial aid for victims of crime, including medical expenses, loss of wages, etc., all up to a maximum of $15,000.00.—*Referred to the Committee on Finance.*

#### *Referred*—PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE IN PUBLIC WAY.

Also a proposed ordinance for a grant of permission and authority to The Chicago Theological Seminary to maintain and use an existing 5-inch steam line and a 2-inch condensate return line in a trench under and across S. Woodlawn Avenue at a point 112 feet north of the center line of E. 58th Street.—*Referred to the Committee on Local Industries, Streets and Alleys.*

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### Presented by ALDERMAN BOHLING (7th Ward) and OTHERS:

#### *Referred*—PROPOSED RESOLUTION TO MEMORIALIZE CHICAGO PARK DISTRICT TO NAME SPECIFIED PARK AS "BARRETT O'HARA PARK".

A proposed resolution (presented by Aldermen Bohling, Holman, Despres, Cousins, Lupo and Buchanan) to memorialize the Chicago Park District to name Park 277, or East End Park, between E. 54th and E. 55th Streets, S. Kenwood and S. Kimbark Avenues, as "Barrett O'Hara Park".—*Referred to the Committee on Forestry and Recreation.*

## Presented by ALDERMAN COUSINS (8th Ward):

### Permission Granted to Close to Traffic Portion of S. Ingleside Av. for Recreational Purposes.

A proposed order reading as follows:

*Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to grant permission to the Emil G. Hirsch High School, No. 7740 S. Ingleside Avenue, to close to traffic S. Ingleside Avenue between E. 77th Street and E. 78th Street, from 7:45 A.M. to 3:15 P.M., daily, during the period beginning Wednesday, September 3, 1969 thru June 27, 1970, for recreational purposes.

On motion of Alderman Cousins said proposed order was *Passed.*

*Referred*—PROPOSED ORDER FOR ERECTION OF ILLUMINATED SIGN.

Also a proposed order for issuance of a permit to Advance Neon Signs, Inc. to erect an illuminated sign to project over the sidewalk at No. 7419 S. Stony Island Avenue.—*Referred to the Committee on Buildings and Zoning.*

## Presented by ALDERMAN COUSINS (8th Ward) and OTHERS:

*Referred*—PROPOSED RESOLUTION TO REQUEST MAYOR TO DIRECT COMMISSION ON HUMAN RELATIONS TO MAKE STUDY AND REPORT ON EXTENT OF ALLEGED DISCRIMINATION IN EMPLOYMENT IN BUILDING TRADES, ETC.

A proposed resolution (presented by Aldermen Cousins, Hubbard, Metcalfe, Holman, Rayner, Shannon, Campbell, Frost, Collins and Biggs) to request the Mayor and members of the City Council to direct the Commission on Human Relations to make a full study and report on the extent of alleged discrimination in employment in the building trades; also to urge the Committee on Committees and Rules to consider the designation and recommendation of a Committee on Civil Rights as a standing committee.—*Referred to the Committee on Committees and Rules.*

## Presented by ALDERMAN BUCHANAN (10th Ward):

### Permission Granted to Close to Traffic Portion of S. Avenue G for School Purposes.

A proposed order reading as follows:

*Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to grant permission to Annunciata Elementary School to close to traffic S. Avenue G, between E. 111th Street and E. 112th Street, from 10:15 A.M. to 10:30 A.M. and from 11:45 A.M. to 1:00 P.M. on each school day, for the period beginning Monday, September 8, 1969 and ending Friday, June 26, 1970, for school purposes.

On motion of Alderman Buchanan said proposed order was *Passed.*

*Referred*—PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE IN PUBLIC WAY.

Also a proposed ordinance for a grant of permission and authority to The Belt Railway Company of Chicago to maintain and use an existing switch track at street grade in E. 105th Street at a point 36 feet 5 inches north of the south line of E. 105th Street 186 feet west of S. Muskegon Avenue, thence northeasterly across E. 105th Street to a point on the north line thereof 85 feet west of S. Muskegon Avenue, thence northeasterly across private property and across S. Muskegon Avenue from a point on the west line thereof 69 feet north of the north line of E. 105th Street to a point on the east line of said S. Muskegon Avenue 155 feet north of said north line of E. 105th Street extended.—*Referred to the Committee on Local Industries, Streets and Alleys.*

## Presented by ALDERMAN SWINARSKI (12th Ward):

*Referred*—PROPOSED ORDERS FOR PAVING OF STREET AND ALLEYS BY SPECIAL ASSESSMENT.

Three proposed orders to request the Board of Local Improvements to institute necessary proceedings to pave by special assessment the roadways of certain street and alleys, which were *Referred to the Committee on Local Industries, Streets and Alleys,* as follows:

W. 48th Place between S. Western and S. Campbell Avenues;
Alley south of W. 40th Place between S. Sacramento Avenue and S. Richmond Street;
Alley in the block bounded by W. 36th Street, S. Rockwell Street, W. 36th Place and S. Washtenaw Avenue.

## Presented by ALDERMAN STASZCUK (13th Ward):

### Issuance of Permit to Conduct Sidewalk Sale Authorized.

A proposed order reading as follows:

*Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to issue a permit to the J. & R. Stores, Inc., No. 6318 S. Pulaski Road, to conduct a sidewalk sale in front of their premises on Saturday, September 27, 1969, from 9:00 A.M. to 6:00 P.M.

On motion of Alderman Staszcuk said proposed order was *Passed.*

## Presented by ALDERMAN KRSKA (15th Ward):

### Buildings Declared Public Nuisances and Ordered Demolished.

A proposed ordinance reading as follows:

WHEREAS, The buildings at the following locations, to wit:

No. 2641 W. 51st Street,
No. 2901 W. 51st Street, and
No. 2909 W. 51st Street,

are so deteriorated and weakened that each is structurally unsafe and a menace to life and property in its vicinity; therefore

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The buildings at the following locations, to wit:

No. 2641 W. 51st Street,
No. 2901 W. 51st Street, and
No. 2909 W. 51st Street,

are declared public nuisances, and the Commissioner of Buildings is authorized and directed to demolish the same.

SECTION 2. This ordinance shall be effective upon its passage.

On motion of Alderman Krska said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Despres, Rayner, Cousins, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—42.

*Nays*—None.

## Presented by
## ALDERMAN SHERIDAN (16th Ward):

### Permission Granted to Close to Traffic Portions of W. 62nd St., S. Sangamon St., and W. 65th St. for School Purposes.

Two proposed orders reading as follows:

*Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to grant permission to Our Lady of Solace Elementary School, No. 6200 S. Sangamon Street, to close to traffic W. 62nd Street between S. Sangamon Street and S. Morgan Street and also S. Sangamon Street between W. 62nd Street and W. 63rd Street, from 11:45 A.M. to 12:45 P.M., on school days for the period beginning Monday, September 8, 1969 and ending June 20, 1970, for school purposes.

*Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to grant permission to the Perkins Bass Elementary School, No. 6554 S. May Street, to close to traffic W. 65th Street between S. May Street and S. Racine Avenue, from 12:00 Noon to 1:00 P.M., on school days for the period beginning Monday, September 8, 1969 and ending Friday, June 26, 1970, for school purposes.

On separate motions made by Alderman Sheridan *each* of the foregoing two proposed orders was *Passed.*

### Buildings Declared Public Nuisances and Ordered Demolished.

Also a proposed ordinance reading as follows:

WHEREAS, The buildings at the following locations, to wit:

Nos. 815, 817, 819, 821, 823 and 825 W. 56th Street,

are so deteriorated and weakened that each is structurally unsafe and a menace to life and property in its vicinity; therefore

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The buildings at the following locations, to wit:

Nos. 815, 817, 819, 821, 823 and 825 W. 56th Street,

are declared public nuisances, and the Commissioner of Buildings is authorized and directed to demolish the same.

SECTION 2. This ordinance shall be effective upon its passage.

On motion of Alderman Sheridan said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Despres, Rayner, Cousins, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—42.

*Nays*—None.

## Presented by
## ALDERMAN SHANNON (17th Ward) and ALDERMAN HINES (18th Ward):

### Order Amended to Conduct Sidewalk Sale.

A proposed order reading as follows:

*Ordered,* That the order passed by the City Council on July 15, 1969, page 5873 of the Journal of the Proceedings of said date, directing the issuance of a permit to the Auburn Park Chamber of Commerce to conduct a sidewalk sale on both sides of S. Halsted Street between W. 77th and W. 80th Streets and on both sides of W. 79th Street between S. Emerald Avenue and S. Morgan Street on Thursday and Friday, August 7-8, 1969, from 9:00 A.M. to 9:00 P.M., be and the same is hereby amended by adding thereto "and on Saturday, August 9, 1969, from 9:00 A.M. to 9:00 P.M.".

On motion of Alderman Shannon said proposed order was *Passed.*

## Presented by
## ALDERMAN FITZPATRICK (19th Ward):

### *Referred*—PROPOSED RESOLUTION TO DIRECT CORP. COUNSEL TO INSTITUTE PROCEEDINGS BEFORE I.C.C. TO REPLACE EXISTING GRADE CROSSING PROTECTION WITH NEW AUTOMATIC GRADE CROSSING GATES, ETC. AT SPECIFIED LOCATIONS.

A proposed resolution to direct the Corporation Counsel to institute necessary proceedings before the Illinois Commerce Commission to replace existing grade crossing protection with new automatic grade crossing gates and flasher lights at the following locations:

W. 99th Street at or near S. Rockwell Street;
W. 107th Street at or near S. Rockwell Street;
W. 109th Street at or near S. Rockwell Street;
W. 113th Street at or near S. Rockwell Street;
W. 119th Street at or near S. Rockwell Street.

*—Referred to the Committee on Traffic and Public Safety.*

### Presented by
### ALDERMAN COLLINS (24th Ward):

### Building Declared Public Nuisance and Ordered Demolished.

A proposed ordinance reading as follows:

WHEREAS, The building located at No. 1227 S. Troy Street is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; therefore

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The building located at No. 1227 S. Troy Street is declared a public nuisance, and the Commissioner of Buildings is authorized and directed to demolish the same.

SECTION 2. This ordinance shall be effective upon its passage.

On motion of Alderman Collins said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Despres, Rayner, Cousins, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—42.

*Nays*—None.

### Presented by
### ALDERMAN MARZULLO (25th Ward):

### Buildings Declared Public Nuisances and Ordered Demolished.

A proposed ordinance reading as follows:

WHEREAS, The buildings at the following locations, to wit:

No. 2511 W. Flournoy Street,
No. 2513 W. Flournoy Street,
No. 2518 W. Flournoy Street,
No. 2520 W. Flournoy Street, and
No. 2323 W. Harrison Street,

are so deteriorated and weakened that each is structurally unsafe and a menace to life and property and its vicinity; therefore

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The buildings at the following locations, to wit:

No. 2511 W. Flournoy Street,
No. 2513 W. Flournoy Street,
No. 2518 W. Flournoy Street,
No. 2520 W. Flournoy Street, and
No. 2323 W. Harrison Street,

are declared public nuisances, and the Commissioner of Buildings is authorized and directed to demolish the same.

SECTION 2. This ordinance shall be effective upon its passage.

On motion of Alderman Marzullo said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Despres, Rayner, Cousins, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—42.

*Nays*—None.

### Saturday, October 25, 1969 Designated as "Slovenian Day in Chicago".

Also a proposed resolution reading as follows:

WHEREAS, Thousands of Americans of Slovenian descent living in this great City for generations, have served its economic growth and have formed hundreds of active civic, fraternal, religious and patriotic organizations; and

WHEREAS, Slovenians of Chicago have contributed to our American culture, notably in the field of folk-polka music and the Slovenian Radio Program under the direction of Dr. Ludwig A. Leskovar, which program is celebrating nineteen consecutive years of radio broadcasting; and

WHEREAS, This year Slovenians throughout the world are observing their 51st Anniversary since they gained their freedom from the Austro-Hungarian Empire on October 29, 1918; now, therefore,

*Be It Resolved,* That the Honorable Richard J. Daley, Mayor of the City of Chicago, and the Members of the City Council, do hereby declare Saturday, October 25, 1969 to be Slovenian Day in Chicago, and urge all citizens to join with their neighbors of Slovenian descent in observance of the day and to participate in the program presented by the Slovenian Radio Program of Chicago.

Alderman Marzullo moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed resolution. The motion *Prevailed.*

On motion of Alderman Marzullo said proposed resolution was *Adopted.*

### Presented by
### ALDERMAN ZYDLO (26th Ward):

### Issuance of Canaopy Permit Authorized.

A proposed order reading as follows:

*Ordered,* That the City Comptroller is hereby authorized to issue a permit to 1612 Corporation to maintain an existing canopy over the sidewalk in W. Chicago Avenue, attached to the building or structure located at No. 1612 W. Chicago Avenue, for a period of ten years from and after October 31, 1969, in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Buildings and the Chief Fire Prevention Engineer, said canopy not to exceed 42 feet in length nor 10 feet in width: upon the filing of the application and bond and payment of the initial compensation provided for by ordinances relating to the construction and maintenance of canopies.

On motion of Alderman Zydlo said proposed order was *Passed.*

### Presented by
### ALDERMAN SAIN (27th Ward):

*Referred*—PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE IN PUBLIC WAY.

A proposed ordinance for a grant of permission and authority to The Salvation Army to maintain and use an existing vault in the rear of the premises known as No. 509 N. Union Avenue.—*Referred to the Committee on Local Industries, Streets and Alleys.*

### Presented by
### ALDERMAN JAMBRONE (28th Wrd):

### Issuance of Canopy Permit Authorized.

A proposed order reading as follows:

*Ordered*, That the City Comptroller is hereby authorized to issue a permit to New England Mutual Life Insurance Company to maintain an existing canopy over the sidewalk in W. Madison Street, attached to the building or structure located at No. 4026 W. Madison Street, for a period of ten years from and after July 15, 1969, in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Buildings and the Chief Fire Prevention Engineer, said canopy not to exceed 25 feet in length nor 15 feet in width; upon the filing of the application and bond and payment of the initial compensation provided for by ordinances relating to the construction and maintenance of canopies.

On motion of Alderman Jambrone said proposed order was *Passed.*

### Presented by
### ALDERMAN BIGGS (29th Ward):

### Buildings Declared Public Nuisances and Ordered Demolished.

A proposed ordinance reading as follows:

WHEREAS, The buildings at the following locations, to wit:

Nos. 3901-3903 W. Flournoy Street,
No. 1540 S. Pulaski Road, and
No. 1542 S. Pulaski Road,

are so deteriorated and weakened that each is structurally unsafe and a menace to life and property in its vicinity; therefore

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The buildings at the following locations, to wit:

Nos. 3901-3903 W. Flournoy Street,
No. 1540 S. Pulaski Road, and
No. 1542 S. Pulaski Road,

are declared public nuisances, and the Commissioner of Buildings is authorized and directed to demolish the same.

SECTION 2. This ordinance shall be effective upon its passage.

On motion of Alderman Biggs said proposed ordinance was *Passed*, by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Despres, Rayner, Cousins, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—42.

*Nays*—None.

### Presented by
### ALDERMAN BRANDT (33rd Ward):

### Building Declared Public Nuisance and Ordered Demolished.

A proposed ordinance reading as follows:

WHEREAS, The building located at No. 2144 W. Roscoe Street is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; therefore

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The building located at No. 2144 W. Roscoe Street is declared a public nuisance, and the Commissioner of Buildings is authorized and directed to demolish the same.

SECTION 2. This ordinance shall be effective upon its passage.

On motion of Alderman Brandt said proposed ordinance was *Passed*, by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Despres, Rayner, Cousins, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—42.

*Nays*—None.

### Presented by
### ALDERMAN LASKOWSKI (35th Ward):

### Building Declared Public Nuisance and Ordered Demolished.

A proposed ordinance reading as follows:

WHEREAS, The building located at No. 3549 W. Barry Avenue is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; therefore

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The building located at No. 3549 W. Barry Avenue is declared a public nuisance, and the Commissioner of Buildings is authorized and directed to demolish the same.

SECTION 2. This ordinance shall be effective upon its passage.

On motion of Alderman Laskowski said proposed ordinance was *Passed*, by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Despres, Rayner, Cousins, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—42.

*Nays*—None.

*Referred*—PROPOSED ORDER FOR ERECTION OF ILLUMINATED SIGN.

Also a proposed order for issuance of a permit to Cragin Savings & Loan Association to erect an illuminated sign to project over the sidewalk at No. 5200 W. Fullerton Avenue.—*Referred to the Committee on Buildings and Zoning.*

## Presented by
## ALDERMAN AIELLO (36th Ward):

### Order Amended to Conduct Sidewalk Sale and Issuance of Permit to Conduct Art Fair Authorized.

Two proposed orders reading as follows:

*Ordered,* That the order passed by the City Council on July 29, 1969, directing the Commissioner of Streets and Sanitation to issue a permit to Drews Department Store, No. 2049 W. Roscoe Street, to conduct a sidewalk sale on Thursday and Friday, August 7-8, 1969, from 9:30 A.M. to 9:00 P.M., and on Saturday, August 9, 1969, from 9:30 A.M. to 7:00 P.M., be and the same is hereby amended by adding thereto the language "said sidewalk sale to be conducted on the sidewalk in front of the premises at No. 4134 W. Armitage Avenue."

*Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to issue a permit to the Mont Clare-Elmwood Park Chamber of Commerce to conduct an art fair on both sides of W. Grand Avenue between N. Neva and N. Harlem Avenues and on the east side of N. Harlem Avenue between W. Grand Avenue and W. Altgeld Street on Saturday and Sunday, September 6-7, 1969, from 10:00 A.M. to 6:00 P.M.

On separate motions made by Alderman Aiello *each* of the foregoing two proposed orders was *Passed.*

## Presented by
## ALDERMAN CULLERTON (38th Ward):

### Issuance of Permit to Conduct Sidewalk Sale Authorized.

A proposed order reading as follows:

*Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to issue a permit to Mr. Robert Henshaw, d/b/a Ben Franklin Store, No. 6811 W. Belmont Avenue, and Marco Drugs to conduct a sidewalk sale on Tuesday, Wednesday, Thursday, Friday and Saturday, August 19-23, 1969, inclusive, from 9:00 A.M. to 9:00 P.M., in front of the premises at Nos. 6801-6813 W. Belmont Avenue.

On motion of Alderman Cullerton said proposed order was *Passed.*

### Refund of Fees for Installation of Traffic Signs Authorized.

Also a proposed order reading as follows:

*Ordered,* That the City Comptroller is hereby authorized and directed to pay to Robert Reeves, No. 8159 W. Irving Park Road, the sum of $30.00 refund fee for the installation and maintenance of traffic signs subsequently removed by the Bureau of Street Traffic, and to charge same to Account No. 100.9112.934.

On motion of Alderman Cullerton said proposed order was *Passed.*

*Referred*—PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE IN PUBLIC WAY.

Also a proposed ordinance for a grant of permission and authority to Central Telephone Company of Illinois to excavate for, install, maintain and use a nine-duct 4-inch conduit system tapering to a four-duct 4-inch conduit system beginning at the southerly right-of-way line of W. Higgins Road 698 feet east of the center line of E. River Road running northerly for a distance of 50 feet to the center of the right-of-way line of W. Higgins Road, thence into Park Ridge, Illinois, property for a distance of 662 feet to the center line of E. River Road, thence southerly on the east side of E. River Road for a distance of 264 feet to a manhole, thence continuing along the east side of E. River Road for a distance of 642 feet to a manhole 94 feet from the center line of E. River Road continuing southerly for a distance of 301 feet into the Illinois Tollway Highway Commission property. —*Referred to the Committee on Local Industries, Streets and Alleys.*

## Presented by
## ALDERMAN LAURINO (39th Ward):

### Buildings Declared Public Nuisances and Ordered Demolished.

A proposed ordinance reading as follows:

WHEREAS, The buildings at the following locations, to wit:

No. 4062 N. Kenneth Avenue,
No. 4014 N. Pulaski Road, and
No. 4708 N. Pulaski Road,

are so deteriorated and weakened that each is structurally unsafe and a menace to life and property in its vicinity; therefore

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The buildings at the following locations, to wit:

No. 4062 N. Kenneth Avenue,
No. 4014 N. Pulaski Road, and
No. 4708 N. Pulaski Road,

are declared public nuisances, and the Commissioner of Buildings is authorized and directed to demolish the same.

SECTION 2. This ordinance shall be effective upon its passage.

On motion of Alderman Laurino said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Despres, Rayner, Cousins, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—42.

*Nays*—None.

### Presented by

### ALDERMAN SIMON (40th Ward) and ALDERMAN DESPRES (5th Ward):

*Referred*—PROPOSED RESOLUTION TO INVESTIGATE POSSIBLE RESTORATION OF POLICE MOUNTED PATROL TO CONTROL ASSEMBLY OF CROWDS, ETC.

A proposed resolution to request the Committee on Police, Fire, Civil Service, Schools and Municipal Institutions to investigate possible benefits to Chicago to restore the police mounted patrol to control assembly of crowds, etc.—*Referred to the Committee on Finance.*

### Presented by

### ALDERMAN SIMON (40th Ward) and OTHERS:

*Referred*—PROPOSED RESOLUTION CONCERNING FUTURE APPOINTMENTS TO MEMBERSHIP ON BOARD OF EDUCATION, ETC.

A proposed resolution (presented by Aldermen Simon, Rayner, Cousins and McCutcheon) to request that all community, citizens or school groups, or ad hoc committees, hereafter involved in making recommendations to the Mayor on appointment to membership on the Board of Education insist as a condition of such recommendations that any appointments made by the Mayor be presented to the City Council in a way so that each appointee can be voted on individually rather than along with other appointees.—*Referred to the Committee on Police, Fire, Civil Service, Schools and Municipal Institutions.*

*Referred*—PROPOSED RESOLUTION TO CONDUCT INVESTIGATION CONCERNING ADEQUACY OF NEIGHBORHOOD HEALTH FACILITIES OPERATED BY CHICAGO HEALTH DEPT.

Also a proposed resolution (presented by Aldermen Simon, Despres, Rayner, Bohling, Cousins, McCutcheon and Singer) to request the Committee on Health to conduct an investigation concerning the adequacy of neighborhood health facilities operated by the Chicago Health Department, etc.—*Referred to the Committee on Health.*

### Presented by

### ALDERMAN FRIED (42nd Ward):

### Drafting of Ordinance for Vacation of Street Directed.

A proposed order reading as follows:

*Ordered,* That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of all that part of W. Evergreen Avenue lying between N. Ogden Avenue and N. Clybourn Avenue, also providing for the dedication of a north-south 20-foot alley, for Public Building Commission of Chicago, Board of Education of the City of Chicago, Chicago Housing Authority, Chicago Park District and The Catholic Bishop of Chicago; said ordinance to be transmitted to the Committee on Local Industries, Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Fried said proposed order was *Passed.*

### Issuance of Canopy Permit Authorized.

Also a proposed order reading as follows:

*Ordered,* That the City Comptroller is hereby authorized to issue a permit to Louis F. Beller, Sam Rifkin and Louis L. Penner to maintain an existing canopy over the sidewalk in E. Ohio Street, attached to the building or structure located at Nos. 17-19 E. Ohio Street, for a period of ten years from and after September 27, 1969, in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Buildings and the Chief Fire Prevention Engineer, said canopy not to exceed 27 feet in length nor 16 feet in width: upon the filing of the application and bond and payment of the initial compensation provided for by ordinances relating to the construction and maintenance of canopies.

On motion of Alderman Fried said proposed order was *Passed.*

*Referred*—PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE IN PUBLIC WAY.

Also a proposed ordinance for a grant of permission and authority to Herman A. Neiburger to maintain and use an existing counter-balanced loading device extending into the 18-foot east-west public alley in the rear of the premises known as No. 230 W. Superior Street.—*Referred to the Committee on Local Industries, Streets and Alleys.*

### Presented by

### ALDERMAN McCUTCHEON (43rd Ward):

### Drafting of Ordinance for Vacation of Alley Directed.

A proposed order reading as follows:

*Ordered,* That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of the north 23 feet of the north-south 20-foot public alley in the block bounded by W. Goethe Street, W. Schiller Street, N. State Street and N. Dearborn Street, for American National Bank and Trust Company of Chicago, Trustee under Trust No. 25733, and HMH Publishing Company, Inc.; said ordinance to be transmitted to the Committee on Local Industries, Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman McCutcheon said proposed order was *Passed.*

### Issuance of Canopy Permit Authorized.

Also a proposed order reading as follows:

> *Ordered,* That the City Comptroller is hereby authorized to issue a permit to Parallel/Six Company to maintain two existing canopies over the sidewalk in E. Scott Street, attached to the building or structure located at Nos. 60-70 E. Scott Street, for a period of ten years from and after November 20, 1969, in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Buildings and the Chief Fire Prevention Engineer, each of said canopies not to exceed 12 feet in length nor 18 feet in width: upon the filing of the application and bond and payment of the initial compensation provided for by ordinances relating to the construction and maintenance of canopies.

On motion of Alderman McCutcheon said proposed order was *Passed.*

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## Presented by
## ALDERMAN FIFIELSKI (45th Ward):

### C.T.A. Memorialized to Name New Terminal Facility in Jefferson Park as "Commander Maurice K. Begner".

A proposed resolution reading as follows:

> WHEREAS, Almighty God, in His Infinite Wisdom, has called Maurice K. Begner of the Chicago Police Department to his eternal reward; and
>
> WHEREAS, Captain Begner, a native Chicagoan, born in 1912, attended schools in Chicago and in England, served in the United States Army and Navy and joined the Chicago Park District Police Force in 1936; after the merger of the Park District Police with the City Police Force, he served as Chief of Detectives, Director of Internal Investigation, Traffic Division Commander and then, Commander of the Jefferson Park District; and
>
> WHEREAS, A pilot of some skill, Captain Begner has been flying to Mexico for the last twenty years, where he died in a plane accident near Monterey six months ago—his body was recently found by the United States Air Force Rescue Flight 100 feet below a crest of a mountain twelve miles from Monterey; and
>
> WHEREAS, Captain Berner, who came through the ranks, pursued the goals of his duties with dignity and complete dedication; now, therefore,
>
> *Be It Resolved,* That the Mayor and Members of the City Council of the City of Chicago assembled this 5th day of September, A.D. 1969, mark the untimely passing of Captain Maurice K. Begner, with sorrow and extend to his family their sincere sympathy, and that a suitable copy of this memorial resolution be presented to Mrs. Anna Goodwin, his surviving mother; and
>
> *Be It Further Resolved,* That we the members of the City Council of the City of Chicago do hereby memorialize the Chicago Transit Authority to designate the C.T.A. terminal facility in Jefferson Park now under construction as "Commander Maurice K. Begner" for his sincere dedication to the entire community in the past years as Commander of the Jefferson Park Police Station, 16th District.

Alderman Fifielski moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed resolution. The motion *Prevailed.*

On motion of Alderman Fifielski (seconded by Alderman Scholl) said proposed resolution was *Adopted,* unanimously, by a rising vote.

### *Referred*—PROPOSED ORDER FOR ERECTION OF ILLUMINATED SIGN.

Also a proposed order for issuance of a permit to Portage Park Savings and Loan Association (Flashtric Signs) to erect an illuminated sign to project over the sidewalk at No. 5960 W. Irving Park Road. —*Referred to the Committee on Buildings and Zoning.*

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## Presented by
## ALDERMAN KERWIN (46th Ward):

### *Referred*—PROPOSED ORDINANCE FOR NEW REGULATIONS GOVERNING TRESPASSING ON PLAYING FIELDS OR PERFORMANCE AREA OF SPORTS ARENAS.

A proposed ordinance to amend Section 193-18 of the Municipal Code of Chicago by adding thereto a new paragraph 193-18 (b) to read as follows:

> "193-18(b). No person shall enter upon the playing field or area of performance of a Sports Arena unless such person be an owner, lessee, or person entitled to so enter, or the duly authorized agent thereof, and any person found by the police in and upon any such premises shall be treated as a trespasser unless he can produce satisfactory evidence of ownership or right to be in and upon such premises and the fine shall be not less than $5.00 or more than $500.00 for each such offense."

—*Referred to the Committee on Police, Fire, Civil Service, Schools and Municipal Institutions.*

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## Presented by
## ALDERMAN HOELLEN (47th Ward):

### Issuance of Carnival Permit Authorized.

A proposed order reading as follows:

> *Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to issue a permit to Saint Andrew Church, No. 3546 N. Paulina Street, a regularly organized charitable or religious organization, for the period beginning September 25, 1969 and ending October 1, 1969, inclusive, for the conduct of a carnival or street fair on N. Paulina Street from W. Addison Street to midpoint north thereof (approximately ½ block), in accordance with the City's carnivals ordinance, Sections 34-49.1 to 34-49.5, inclusive; and upon issuance of said permit the Commissioner of Streets and Sanitation shall provide barricades to prohibit vehicular traffic over the portion of the street affected, as provided by said carnivals ordinance.

On motion of Alderman Hoellen said proposed order was *Passed.*

### *Referred*—PROPOSED RESOLUTION FOR INVESTIGATION OF PROBLEM OF REMOVAL OF DISEASED ELM TREES.

Also a proposed resolution to direct the Committee on Forestry and Recreation to investigate the problem of removal of diseased Elm trees and to take necessary action to implement forestry program.—*Referred to the Committee on Forestry and Recreation.*

### Presented by
### ALDERMAN O'ROURKE (48th Ward):

### Issuance of Canopy Permit Authorized.

A proposed order reading as follows:

*Ordered,* That the City Comptroller be and he is hereby authorized to issue a permit to The Old People's Home of the City of Chicago to maintain an existing canopy over the sidewalk in W. Foster Avenue, attached to the building or structure located at No. 909 W. Foster Avenue, for a period of ten years from and after October 31, 1969, in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Buildings and the Chief Fire Prevention Engineer, said canopy not to exceed 25 feet in length nor 12 feet in width: upon the filing of the application and bond and payment of the initial compensation provided for by ordinances relating to the construction and maintenance of canopies.

On motion of Alderman O'Rourke said proposed order was *Passed.*

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### Presented by
### ALDERMAN WIGODA (49th Ward):

### Congratulations Extended Rabbi Martin Silverman and Members on Celebration of Fiftieth Anniversary of Temple Mizpah.

A proposed resolution reading as follows:

WHEREAS, Temple Mizpah, located in Rogers Park, was founded in 1919 and is this year celebrating its fiftieth anniversary; and

WHEREAS, Temple Mizpah was founded as the first reform Jewish congregation on the Far North Side of Chicago to serve as a spiritual home for all those who sought to express their Judaism in a liberal fashion; and

WHEREAS, Its founding Rabbi, Samuel S. Cohon, envisioned the synagogue to be a center of learning and religion for people of the Jewish faith on the Far North Side of Chicago; and

WHEREAS, Under the learned and beloved Dr. Jacob Singer, who served Temple Mizpah from 1924 until his passing in 1964, Temple Mizpah became one of the leading centers of learning and religion in the Chicago area and has contributed much to the educational and spiritual life of the City of Chicago; and

WHEREAS, Temple Mizpah continues to serve the spiritual and educational needs of the people of the Jewish faith living in the entire metropolitan Chicago area; now, therefore,

*Be It Resolved,* That the Mayor of the City of Chicago and the members of the Chicago City Council assembled this fifth (5th) day of September, 1969, do hereby congratulate its spiritual leader Rabbi Martin Silverman and all of the members of Temple Mizpah, and send to them their best wishes on their one-half century of service to the community, and wish them continued success.

Alderman Wigoda moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed resolution. The motion *Prevailed.*

On motion of Alderman Wigoda said proposed resolution was *Adopted.*

### Congratulations Extended Loyola University of Chicago on Its Centennial Anniversary.

Also a proposed resolution reading as follows:

WHEREAS, Loyola University of Chicago, chartered in 1870 as St. Ignatius College, is the oldest existing institution of higher learning in the City of Chicago; and

WHEREAS, Its founder and first president, Rev. Arnold Damen, S.J., and faculty members were members of the Society of Jesus who came to Chicago at the invitation of Rt. Rev. Anthony O'Regan to formulate plans for establishment of a college; and

WHEREAS, Many of her graduates have distinguished themselves in public life as members of city councils, as members of the Illinois General Assembly and as members of the Congress; and

WHEREAS, Many of her alumni have made significant contributions to the cause of learning at all levels of education, and guided the destinies of various colleges and universities throughout the United States; and

WHEREAS, Loyola University of Chicago has for one hundred years given to the community and nation leaders in the service professions of medicine, dentistry, nursing, law, and social work; and

WHEREAS, The university has contributed greatly to the cause and understanding and goodwill among the nations of the world by establishment of a center of learning in Rome; and

WHEREAS, The university during the past ten years has undertaken a major building program to meet the educational needs and challenges of the future; and

WHEREAS, Loyola University of Chicago will celebrate its Centennial during the 1969-1970 academic year by holding major symposiums and academic convocations which will bring together outstanding scholars and other distinguished persons from all over the world to commemorate to them "Knowledge in the Service of Man"; and

WHEREAS, These and other Centennial events will be devoted to a rededication and development of the principles embodied in the theme; now, therefore,

*Be It Resolved,* That the Mayor of the City of Chicago and the members of the Chicago City Council assembled in meeting here this fifth (5th) day of September, 1969, do hereby recognize the great contribution to education through the efforts of Loyola University and do hereby extend congratulations and felicitations to its president and board of trustees, its faculty and students, and asks the citizens of all Chicago to join with the university in observance of its Centennial anniversary.

Alderman Wigoda moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed resolution. The motion *Prevailed.*

On motion of Alderman Wigoda (seconded by Alderman O'Rourke) said proposed resolution was *Adopted.*

### *Referred*—PROPOSED ORDINANCE FOR NEW REGULATIONS GOVERNING CONSTRUCTION OF DRIVEWAYS.

Also a proposed ordinance to amend Chapter 33 of the Municipal Code of Chicago by adding thereto new Sections 33-20.1, 33-20.2 and 33-20.3 to read as follows:

> "32-20.1. No driveway shall be constructed within twenty (20) feet of any alleyway; within thirty (30) feet of the lot line of any parcel of property abutting any intersection of streets in the City of Chicago; or within eighty-five (85) feet of any bus stop.
>
> 33-20.2. No driveway shall be constructed which is in excess of eighteen (18) feet, at the point where said driveway intersects the lot line of a parcel of property.
>
> 33-20.3. No more than two (2) driveways shall be allowed on any parcel of property abutting any intersection of streets in the City of Chicago."

—*Referred to the Committee on Traffic and Public Safety.*

### *Referred*—PROPOSED ORDERS FOR PAVING OF ALLEYS BY SPECIAL ASSESSMENT.

Also two proposed orders to request the Board of Local Improvements to institute necessary proceedings to pave by special assessment the roadways of two alleys, which were *Referred to the Committee on Local Industries, Streets and Alleys,* and described as follows:

Alley in the block bounded by W. Birchwood Avenue, W.Howard Street, N. Sheridan Road and N. Lake Shore Drive;

Alley in the block bounded by W. Estes Avenue, W. Touhy Avenue, N. Greenview Avenue and N. Glenwood Avenue.

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## Presented by
## ALDERMAN SPERLING (50th Ward):

### Congratulations Extended to Senator Dirksen on Receiving Professional Chair in Cancer Research, and for Prayers for Complete Recovery from Lung Surgery.

A proposed resolution reading as follows:

WHEREAS, United States Senator Everett McKinley Dirksen has just undergone lung surgery and is in intensive care in the Walter Reed Hospital; and

WHEREAS, We pray for his speedy recovery and return soon to full vigor and his continuing contribution to America as the Country's No. 1 Senator; and

WHEREAS, Senator Everett McKinley Dirksen, who serves with distinction, extraordinary ability and complete dedication to the welfare and well-being of all the citizens of the State of Illinois; and

WHEREAS, On the occasion of a dinner to be held in his honor under the auspices of the Weizmann Institute of Science, Rehovot, Israel, who will bestow upon Senator Dirksen a Professional Chair in Cancer Research; and

WHEREAS, Senator Dirksen was a pioneer in the advocation of the restoration of a Jewish National Home which came to fruition as the State of Israel; and

WHEREAS, He advocated and urged in the interest of humanity and science that Palestine be open to unrestricted Jewish immigration for the betterment of hundreds of thousands of refugees; and

WHEREAS, On June 3, 1946, he accepted membership to the Advisory Council of the American Christian Palestine Committee; and

WHEREAS, He signed a Declaration of the 77th Congress on the 25th Anniversary of the Balfour Declaration; and

WHEREAS, On May 2, 1968, he co-sponsored a resolution congratulating the State of Israel on its 20th birthday; and

WHEREAS, He is actively interested in peace in the Middle East for the betterment of all mankind; and

WHEREAS, He has maintained a continuing interest in science and in particular cancer; now, therefore,

*Be It Resolved,* That our prayers are herein recorded for a complete and speedy recovery for our beloved United States Senator Everett McKinley Dirksen; and

*Be It Further Resolved,* That the Mayor and the City Council extend their congratulations and best wishes to Senator Dirksen on the occasion of his receiving a Professional Chair in Cancer Research at Weizmann Institute of Science and express the hope that his continuing efforts on behalf of the Jewish people and science will benefit all mankind, and that this resolution be incorporated in the permanent record of the Proceedings of the City Council and that a suitable copy thereof be presented to Senator Everett McKinley Dirksen and his family.

Alderman Sperling moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed resolution. The motion *Prevailed.*

On motion of Alderman Sperling said proposed resolution was *Adopted.*

### *Referred*—PROPOSED RESOLUTION TO MEMORIALIZE COUNTY PUBLIC AID DEPT. TO INSTRUCT CASE WORKERS TO ASCERTAIN THAT ADC RECIPIENTS ARE FULLY AWARE OF CITY'S FAMILY PLANNING SERVICES, ETC.

Also a proposed resolution to memorialize the County Public Aid Department to instruct every case worker to ascertain personally that every ADC mother is fully aware of the City's family planning services, etc.—*Referred to the Committee on Health.*

## 5. FREE PERMITS, LICENSE FEE EXEMPTIONS, CANCELLATION OF WARRANTS FOR COLLECTION, AND WATER RATE EXEMPTIONS, ETC.

**Proposed ordinances, orders, etc. described below, were presented by the aldermen named, and were *Referred to the Committee on Finance*, as follows:**

*Free Permits to Churches, Etc.:*

BY ALDERMAN BUCHANAN (10TH WARD):

The Rising Sun Baptist Church, Nos. 9015-9017 S. Buffalo Avenue—remodeling of existing church building.

BY ALDERMAN KRSKA (15TH WARD):

Hope Lutheran Church, No. 6400 S. Washtenaw Avenue—remodeling existing church building, construction of an addition thereto for use as a bible nursery and reading room, all electrical work and use of water in conjunction therewith.

BY ALDERMAN FITZPATRICK (19TH WARD):

The Catholic Bishop of Chicago (Christ the King Elementary School), No. 9235 S. Hamilton Avenue—construction of four portable school buildings.

BY ALDERMAN FRIED (42ND WARD):

Saint Matthew Methodist Church, No. 1000 N. Orleans Street—construction of a new church building, parking lot and use of water in conjunction therewith.

BY ALDERMAN KERWIN (46TH WARD):

The Illinois Masonic Medical Center, No. 911 W. Wellington Avenue— electrical installations on the premises known as No. 906 W. Oakdale Avenue, Nos. 850, 880 and 911 W. Wellington Avenue, Nos. 830 and 848 W. Nelson Street and No. 3000 N. Wilton Avenue.

*License Fee Exemptions for Homes, Hospitals, Day Care Centers, Etc.:*

BY ALDERMAN METCALFE (3RD WARD):

Robert Aylor Clinic Facilities, No. 37 W. 47th Street.

BY ALDERMAN BOHLING (7TH WARD):

Potential School for Exceptional Children, Inc., No. 2206 E. 73rd Street.

BY ALDERMAN CAMPBELL (20TH WARD):

Community Health Center of Englewood, No. 140 W. 62nd Street.

BY ALDERMAN ZYDLO (26TH WARD):

Midwest Montessori Teacher Training Center, Inc., No. 1010 W. Chicago Avenue.

BY ALDERMAN WIGODA (49TH WARD):

Rogers Park Montessori School, No. 6556 N. Lakewood Avenue.

*Cancellation of Warrants for Collection:*

BY ALDERMAN DESPRES (5TH WARD):

Drexel Home, Inc. (Home for Aged Jews), No. 6140 S. Drexel Avenue—elevator inspection.

BY ALDERMAN BOHLING (7TH WARD):

The South Side Hebrew Congregation, No. 7359 S. Chappel Avenue—elevator inspection.

BY ALDERMAN KRSKA (15TH WARD):

Mr. Frank J. Brongiel, No. 6153 S. Rockwell Street—labor and repairs to fire hydrant.

BY ALDERMAN FITZPATRICK (19TH WARD):

The Washington and Jane Smith Home, No. 2340 W. 113th Place—elevator inspection.

BY ALDERMAN COLLINS (24TH WARD):

Chicago Youth Center, No. 1530 S. Hamlin Avenue—sign and mechanical ventilation inspection.

ABC Youth Center, No. 3415 W. 13th Place—mechanical ventilation and sign inspections.

Lawndale Youth Center, No. 3952 W. Cermak Road—mechanical ventilation inspection.

BY ALDERMAN MARZULLO (25TH WARD):

Cermak Baptist Church, No. 2042 W. Cermak Road—sign inspection.

BY ALDERMAN SANDE (34TH WARD):

Y.M.C.A., Nos. 3600-3604 W. Fullerton Avenue—mechanical ventilation, elevator and building inspections.

BY ALDERMAN SCHOLL (41ST WARD):

Norwood Park Home, No. 6016 N. Nina Avenue—elevator inspection.

BY ALDERMAN FRIED (42ND WARD):

Lower North Center, No. 1000 N. Sedgwick Street—mechanical ventilation inspection.

BY ALDERMAN SPERLING (50TH WARD):

Bernard Horwich Jewish Community Center, No. 3003 W. Touhy Avenue—maintenance of two "No Parking Any Time" signs, and mechanical ventilation inspection and refrigerating systems inspection.

Mayer Kaplan Jewish Community Center, Nos. 2959-2961 W. Peterson Avenue—mechanical ventilation inspection.

Twentieth Church of Christ Scientist, No. 6320 N. Sacramento Avenue—mechanical ventilation inspection and elevator inspection.

*Cancellation of Existing Water Rates and for Exemption from Future Rates:*

BY ALDERMAN COUSINS (8TH WARD):

Owner or occupant of church, Nos. 8250-8258 S. Ingleside Avenue.

BY ALDERMAN SPERLING (50TH WARD):

Jewish Community Centers (property formerly owned by the Union Twist Drill Company), No. 2959 W. Peterson Avenue.

# UNFINISHED BUSINESS.

### Approval Given to Mayor's Appointments of Alvin J. Boutte and Mrs. Maria Cerda as Members of the Board of Education of City of Chicago.

On motion of Alderman McMahon the City Council took up for consideration the report of the Committee on Police, Fire, Civil Service, Schools and Municipal Institutions deferred and published on July 29, 1969, Page 5940, recommending that the City Council approve the appointments of Alvin J. Boutte and Mrs. Maria Cerda as members of the Board of Education of the City of Chicago.

Alderman McMahon moved to concur in the committees recommendation and to approve the Mayor's appointments.

Alderman O'Rourke moved to *Divide* the question. The question being put, the motion was *Lost,* by yeas and nays as follows:

Yeas—Aldermen Despres, Rayner, Cousins, Staszcuk, Simon, Scholl, McCutcheon, Singer, Fifielski, Hoellen, O'Rourke, Sperling—12.

*Nays*—Aldermen Roti, Hubbard, Metcalfe, Holman, Lupo, Buchanan, Bilandic, Swinarski, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Fried, Wigoda—34.

Alderman Scholl presented an amendment to substitute the names of Mrs. Sheldon Weinstein and Vincent Erickson for the names of Alvin Boutte and Mrs. Maria Cerda as appointees to the Board of Education. Alderman Keane raised the point of order that the substitute amendment was improper and out of order for the reason that there is no statutory provision to permit the substitution of names of appointees at this time, other than to approve or disapprove the committee's recommendation. The Chair ruled the point of order *well taken.*

The main question thereupon being put, on the approval of the appointments of Alvin Boutte and Mrs. Maria Cerda as members of the Board of Education, the motion *Prevailed* and said appointments were *Approved,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Fried, McCutcheon, Singer, Kerwin, O'Rourke, Wigoda, Sperling—43.

*Nays*—Aldermen Staszcuk, Scholl, Fifielski, Hoellen—4.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

### Execution of Lease Agreement with Transworld Exhibits Inc. Authorized for Space at Navy Pier.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on July 29, 1969, pages 5931-5933, recommending that the City Council pass a proposed ordinance transmitted with the committee's report to authorize the execution of a lease agreement with Transworld Exhibits Inc. for space at Navy Pier.

Alderman Keane moved to concur in the committee's recommendation and to pass said proposed ordinance.

Alderman Singer then presented an amendment to reduce the lease period from five years to two years. The motion *Prevailed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Despres, Rayner, Cousins, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, Wigoda—39.

*Nays*—Aldermen Simon, O'Rourke, Sperling—3.

The main question thereupon being put, on the passage of the pending proposed ordinance as amended, the motion *Prevailed* and said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Buchanan, Bilandic, Swinarski, Burke, Krska, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Fried, Singer, Fifielski, Kerwin, Wigoda—31.

*Nays*—Aldermen Despres, Rayner, Cousins, Staszcuk, Simon, Scholl, McCutcheon, Hoellen, O'Rourke, Sperling—10.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost,* by yeas and nays as follows:

*Nays*—Aldermen Roti, Hubbard, Buchanan, Bilandic, Swinarski, Burke, Krska, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Fried, Fifielski, Kerwin, Wigoda—31.

*Yeas*—Aldermen Despres, Rayner, Staszcuk, Simon, Scholl, Singer, O'Rourke, Sperling—8.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Port Director and the City

Comptroller, subject to approval as to form and legality of the Corporation Counsel are authorized to execute in behalf of the City of Chicago an agreement with Transworld Exhibits Inc., 466 Central Avenue, Northfield, Illinois 60093, said agreement to be in the following form:

This Agreement made this 17th day of April A. D. 1969, between the City of Chicago, a municipal corporation of the State of Illinois, hereinafter called "Landlord" and Transworld Exhibits Inc., 466 Central Avenue, Northfield, Illinois 60093, a corporation organized and existing by virtue of the laws of the State of Illinois, hereinafter called "Tenant".

WITNESSETH:

That Landlord, for and in consideration of the terms and conditions, both general and special, hereinafter contained and made on the part of Tenant, does hereby grant to Tenant for use only by Tenant, the privileges hereinafter described on premises at Navy Pier, foot of Grand Avenue, Chicago, Illinois 60611, hereinafter called "Pier", a plat of said Pier being attached hereto.

This Agreement shall consist of three parts:

Part I General Conditions

Part II Special Conditions numbered 1 to 5

Part III Exhibits and Attachments lettered A.

All constituting the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences shall be implied or impressed upon such agreement that are not set forth herein at length.

[Part I—General Conditions attached to this ordinance is common to "Part I—General Conditions" printed on pages 5491-5494 of the Journal of the Proceedings of May 14, 1969]

### Part II—SPECIAL CONDITIONS

1. *Premises*

Landlord leases to Tenant the following areas of Navy Pier, Chicago, Illinois 60611, and areas known as "lean-to areas" that may be available for storage purposes (without additional cost) that are immediately adjacent and adjoining the leased area, all as appears on the attached Exhibit:

| | |
|---|---|
| 147,160 | sq. ft. North Hall |
| 145,840 | sq. ft. South Hall |
| 7,000 | sq. ft. West Hall |
| 300,000 | sq. ft. Total—Gross. |

2. *Purpose*

Tenant shall use the demised premises for the purpose of staging trade shows featuring Household and Variety Merchandise, and for no other purpose whatsoever.

3. *Term*

The term of this agreement shall be for the following periods during which the Tenant shall be entitled to occupy the premises on the dates specified:

(a) Beginning on the 7th day of January, 1970, at 12:01 A.M., and terminating on the 17th day of January, 1970, at 12:00 midnight.

(b) Beginning on the 8th day of July, 1970, at 12:01 A.M., and terminating on the 16th day of July, 1970, at 12:00 midnight.

(c) Beginning on the 6th day of January, 1971, at 12:01 A.M., and terminating on the 16th day of January, 1971, at 12:00 midnight.

(d) Beginning on the 7th day of July, 1971, at 12:01 A.M., and terminating on the 17th day of July, 1971, at 12:00 midnight.

4. *Rental*

Tenant shall pay Landlord as rent for the demised premises, for all of the foregoing periods of occupancy, the total sum of Three Hundred Thirty-Eight Thousand Eight Hundred Dollars ($338,800), payable as follows:

A. $5,000 upon the execution of this Agreement by Tenant; and

B. $164,400 on or before September 15, 1969; and

C. $169,400 on or before September 15, 1970;

said rental payments to be made by certified check at the office of the Port Director, Navy Pier, Chicago, Illinois 60611.

5. *Operations*

A. Tenant shall deposit with the Director on or before each of the rental payment dates specified in paragraph 4-B and 4-C above, a certified check in the sum of $15,000, as a deposit on account of utilities and services furnished by Landlord and to be paid by Tenant.

B. No alcoholic beverages of any kind shall be sold, given away, or used in the demised premises.

C. Unless consent in writing from the Director is first received, Tenant shall not operate or put up any engine, motor, or machinery on the demised premises or use oils, burning fluids, camphene, kerosene, naphtha or gasoline for either mechanical or other purposes, or any other agent other than electricity for illuminating the demised premises.

D. No portion of the sidewalks, entries, passageways, vestibules, halls, or stairways, or access to public utilities of said building, shall be obstructed by Tenant or used for any other purpose other than for ingress to and egress from the demised premises. The doors, skylights, stairways, or openings that reflect or admit light into any place in the building, including hallways, corridors, and passageways, radiators, and house lighting appurtenances, shall not be covered or obstructed by Tenant. The water closets or other water apparatus shall not be used for any purpose other than that for which they are constructed and no sweepings, rubbish, rags, papers, or other substances shall be thrown therein. Tenant will permit no chair or movable seat to be or remain in the passageways and will keep said passageways clear at all times.

E. If said premises or any portion of said building thereof, including any and all utilities, shall be damaged by the act, default, or negligence of the Tenant or of Tenant's agents, employees, patrons, guests, or any person admitted to said premises by Tenant, Tenant shall pay to Landlord upon demand such sum as shall be necessary to restore said premises to their present condition. Tenant hereby assumes full responsibility for the acts and conduct of all persons admitted to said premises or any portion of said building by the consent of the Tenant or by or with the consent of any person acting for or in behalf of said Tenant, and said Tenant agrees to have on hand at all times, at its own expense, such security force as is deemed necessary by the Director to maintain order and to protect persons and property.

F. It shall be the sole responsibility and authority of the Fire Commissioner of the City of Chicago to determine the total number of persons to be admitted at any and all times to Navy Pier, or any part or section thereof, and his decision, or that of his authorized representative shall be final.

G. Landlord shall have the exclusive right to collect and have custody of articles left in the building by persons attending any performance, exhibition or entertainment given or held in the demised premises, and Tenant, or any persons in Tenant's employ, shall not collect nor interfere with the collection or custody of such articles.

H. Landlord reserves the right to eject any objectionable person or persons from said building, and upon the exercise of this right by the Director, his representatives, agents or policemen, the Tenant hereby waives any right and all claims for damages against the City of Chicago and its employees and agents.

I. Designated staff members of the City of Chicago may enter the building and all of the demised premises at any time and on any occasion.

J. Tenant shall not transmit a description of any portion of its operation by means of radio broadcasting or television without first having received written permission from the Director.

K. Landlord reserves the exclusive right to enter into contracts with concessionaires for the operation of any and all concessions in or about the building known as Navy Pier, and further reserves the right to place and locate these concessionaires wherever Landlord deems necessary, be they in the premises herein demised or elsewhere in and about the said building. Tenant is expressly forbidden from entering into its own concession agreements for any product or service, and herewith agrees that it shall make available to the Landlord's concessionaires whatever space is deemed necessary by the Director for purposes of ingress, egress and servicing said concessions.

L. No performance, exhibition or entertainment shall be given or held on the demised premises which shall be objected to by Landlord.

M. Tenant shall provide at its own expense all porters and matrons for toilet areas to keep same in an exceptionally clean and sanitary condition and shall also provide at its own expense all ticket sellers, ticket takers, ushers, crowd directors and any security service required on the direction of the Director.

N. Any and all matters not herein expressly provided for shall be at the discretion of the Director.

O. It is expressly understood and agreed that the trade shows to be held and conducted by Tenant, under the terms of this Lease, are intended to be held and conducted at times which will coincide with the trade shows held and conducted in the City of Chicago by the National Housewares Manufacturers Association. Tenant's shows commence two days prior to the commencement of the shows of the National Housewares Manufacturers Association and run concurrently with the shows of said Association. In the event the dates of the shows customarily held in January and July by the National Housewares Manufacturers Association are altered, so that the rental periods prescribed herein do not provide for concurrent shows of Tenant, then the dates of Tenant's lease and occupancy of the Navy Pier facilities shall be adjusted to permit the concurrent holding of its shows with those of the National Housewares Manufacturers Association.

P. It is expressly agreed that the Landlord will not lease the Navy Pier facilities to any show competing with Tenant during a period of thirty days preceding and following the show dates for Tenant specified herein.

In Witness Whereof, the parties hereto have caused this instrument to be signed in triplicate under their respective seals on the day and year first above written.

[Signature forms, Exhibits and Attachments omitted]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

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## Expenditure of $225,000.00 from Motor Fuel Tax Fund Authorized for Improvement of Portion of N. Kedzie Av., Etc.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on July 29, 1969, page 5933, recommending that the City Council pass a proposed ordinance transmitted with the committee's report to authorize the expenditure of $225,000.00 from the Motor Fuel Tax Funds for the preparation of studies, designs, plans, estimates and acquisition of two parcels of property needed for the improvement of N. Kedzie Avenue from N. Logan Boulevard to N. Emmett Street including a bus turnaround.

**On motion of Alderman Keane said proposed ordinance was *Passed*, by yeas and nays as follows:**

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Fried, McCutcheon, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—41.

*Nays*—Aldermen Simon, Scholl—2.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The City Comptroller and the City Treasurer, with the approval of the Department of Public Works and Buildings of the State of Illinois are authorized and directed to allocate the sum of $225,000.00 from that part of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago for the preparation of studies, designs, plans, estimates and property acquisition required for the improvement of N. Kedzie Avenue from N. Logan Blvd. to N. Emmett Street including a bus turnaround.

SECTION 2. The Commissioner of Public Works is authorized to expend from said fund any sum necessary for said purposes, except that all work in connection with and for the preparation of necessary plans and specifications, shall be performed by employees of the Department of Public Works at rates of compensation as provided for in the annual appropriation ordinance. At the request of the Commissioner of Public Works, upon requisition originated by the Bureau of Engineering, accompanied by the plans and specifications therefor, the City Purchasing Agent is authorized to advertise and receive bids for any work involved, or for material, supplies and equipment therefor and at the request of the Commissioner of Public Works to enter into all necessary contracts, when approved by the Department of Public Works and Buildings of the State of Illinois.

If it should become necessary for the prosecution of the foregoing work to remove, relocate, replace and adjust any part of the water-distributing system, street, lighting system, signal and fire alarm and traffic-control systems of the City, the appropriate City Department shall perform such work after receipt of proper requisitions from the Bureau of Engineering which shall charge the cost thereof to that portion of the Motor Fuel Tax Fund allocated in this ordinance. In connection with the performance of the work herein authorized, together with the supervising, inspecting and engineering thereof authority is hereby granted for the storage inside street limits within 500 feet of the structure being repaired or maintained, of materials, machinery, equipment, vehicles and other facilities used in connection therewith.

If it should become necessary to remove, relocate, replace and adjust any part of the equipment of any other governmental agency, such governmental agency may be requested by the Bureau of Engineering to perform such work the cost thereof to be charged to that portion of the Motor Fuel Tax Fund allocated in this ordinance.

SECTION 3. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when properly approved by the Commissioner of Public Works.

SECTION 4. The City Clerk is hereby directed to transmit two certified copies of this ordinance to the Division of Highways of the Department of Public Works and Buildings of the State of Illinois, Springfield, Illinois, through the District Engineer for District No. 10 of said Division of Highways.

SECTION 5. This ordinance shall be in force and effect from and after its passage.

# MISCELLANEOUS BUSINESS.

## Presence of Visitors Noted.

Honorable Richard J. Daley, Mayor, called the Council's attention to the presence of the following visitors:

25 Day Care Patients from Presbyterian Saint Luke's Hospital (27th Ward) accompanied by Dr. D. Markovich and Mrs. M. Adolph;

25 members of Decalogue of Lawyer's Wives (39th Ward) accompanied by Mrs. Meyer Balin.

The visitors were warmly applauded and were invited to attend future meetings.

## Time Fixed for Next Succeeding Regular Meeting.

By unanimous consent Alderman Keane thereupon presented a proposed ordinance which reads as follows:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the next succeeding regular meeting of the City Council of the City of Chicago to be held after the regular meeting held on Friday, the fifth (5th) day of September, 1969, at 10:00 A.M., be and the same is hereby fixed to be held on Wednesday, the seventeenth (17th) day of September, 1969, at 10:00 A.M., in the Council Chamber in the City Hall.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Despres, Rayner, Cousins, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—42.

*Nays*—None.

## ADJOURNMENT.

Thereupon Alderman Krska moved that the City Council do *Adjourn.* The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Wednesday, September 17, 1969, at 10:00 A.M., in the Council Chamber in the City Hall.

John C Marcin

JOHN C. MARCIN,
*City Clerk.*

*(Published by Authority of the City Council of the City of Chicago)*

COPY

# JOURNAL *of the* PROCEEDINGS

OF THE

# CITY COUNCIL

OF THE

# CITY OF CHICAGO, ILLINOIS

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## Regular Meeting—Wednesday, September 17, 1969

**at 10:00 A.M.**

*(Council Chamber—City Hall—Chicago, Illinois)*

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## OFFICIAL RECORD.

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### Attendance at Meeting.

*Present*—Honorable Richard J. Daley, Mayor, and Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Sperling.

*Absent*—Aldermen Despres, Laskowski, Wigoda.

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### Call to Order.

On Wednesday, September 17, 1969, at 10:00 A.M. (the day and hour appointed for the meeting) Honorable Richard J. Daley, Mayor, called the City Council to order. The Clerk called the roll of members and it was found that there were present at that time: Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Sande, Aiello, Casey, Cullerton, Laurino, Simon, Fried, McCutcheon, Singer, Fifielski, Hoellen, O'Rourke, Sperling—41.

Quorum present.

On motion of Alderman Sande and Alderman Cousins, respectively, it was ordered noted in the record that Alderman Laskowski was absent due to illness and Alderman Despres was abroad.

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### Invocation.

The Right Reverend Monsignor Donald Masterson, Pastor, St. John Berchmans Church, opened the meeting with prayer.

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### JOURNAL (September 5, 1969).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on Friday, September 5, 1969, at 10:00 A.M., signed by him as such City Clerk.

Alderman Bilandic moved to *Approve* said printed Official Journal and to dispense with the reading thereof. The question being put, the motion *Prevailed.*

# REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

### Approval Given to Mayor's Reappointment of Hon. Richard J. Daley and John G. Weithers as Members of Public Building Commission of Chicago.

Honorable Richard J. Daley, Mayor, submitted the following communication:

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 17, 1969.

*To the Honorable, The City Council of the City of Chicago:*

GENTLEMEN—I have reappointed Honorable Richard J. Daley and Mr. John G. Weithers as members of the Public Building Commission of Chicago for a term of five years ending September 30, 1974 and respectfully request your approval of these appointments.

Very truly yours,
(Signed) RICHARD J. DALEY,
*Mayor.*

Alderman Keane moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing reappointments. The motion *Prevailed.*

On motion of Alderman Keane said reappointments were *Approved,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Fifielski, Kerwin, O'Rourke, Sperling—43.

*Nays*—None.

### *Placed on File*—MAYOR'S APPOINTMENT OF MRS. JULIET RAGO AS MEMBER OF MOTION PICTURE APPEAL BOARD.

Honorable Richard J. Daley, Mayor, submitted the following communication, which was *Placed on File:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 17, 1969.

*To the Honorable, The City Council of the City of Chicago:*

GENTLEMEN—I have appointed Mrs. Juliet Rago as a member of the Motion Picture Appeal Board to succeed Dr. Henry Rago, deceased.

Very truly yours,
(Signed) RICHARD J. DALEY,
*Mayor.*

### *Referred*—PROPOSED ORDINANCE PROVIDING FOR DEPOSIT AT INTEREST OF CITY OF CHICAGO MODEL CITY PROGRAM FUNDS IN SPECIFIED BANKS.

Honorable Richard J. Daley, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 17, 1969.

*To the Honorable, The City Council of the City of Chicago:*

GENTLEMEN—At the request of the City Comptroller, I am transmitting herewith an ordinance providing for the deposit at interest of the City of Chicago Model City Program Funds in banks having an aggregate Capital and Surplus of $500,000 or more, pursuant to an advertisement required by Section 21-9 of the Illinois Municipal Code and Section 7-30 of the Municipal Code of the City of Chicago.

Your favorable consideration of this proposed ordinance will be appreciated.

Very truly yours,
(Signed) RICHARD J. DALEY,
*Mayor.*

### Tribute Paid to Late Archbishop Sheil.

Honorable Richard J. Daley, Mayor, on behalf of himself and the other members of the City Council presented the following proposed resolution:

WHEREAS, Almighty God in His Infinite Wisdom has seen fit to bring to a close the divinely inspired life of Archbishop Bernard J. Sheil; and

WHEREAS, Archbishop Sheil was born in Chicago and attended St. Columbkille School and later St. Viator College in Bourbonnais, Illinois. He was ordained a priest in Chicago in 1910, and during World War I served as chaplain at the Great Lakes Naval Training Center; and

WHEREAS, At the conclusion of the war he was assigned to Holy Name Cathedral and served in the capacity of Catholic Chaplain for Cook County Jail. He began his ecclesiastical dedication to youth by establishing the Catholic Youth Organization in 1930 to combat the misery he had observed while serving as the jail chaplain. Today this vast organization affects more than 100,000 youths in the Chicago Archdiocese and has some 30,000 local groups throughout the nation and abroad; it serves as a living monument to his undying effort to serve his God and fellowman; and

WHEREAS, His steadfast dedication to the young people caused President Truman to name him his personal representative to investigate problems of youth in Europe after World War II; he was later proclaimed by the late Albert Cardinal Meyer the "Apostle of Youth"; and

WHEREAS, Archbishop Sheil has served his Church and the religious community of Chicago as chancellor, auxiliary bishop and as Pastor of St. Andrew parish; and

WHEREAS, Archbishop Sheil was a fearless champion of racial, labor and ecumenical causes; his acclaim has won him the titles of "a friend of the little guy", and "the shirt-sleeve bishop". He was outspoken in his denunciation of prejudice and persecution, and he was a leader of social and economic justice for all people. During his 56-year career in Chicago, he had earned the love of many and the respect of all; now, therefore,

*Be It Resolved,* That the Mayor and the Members of the City Council and the people of the City of Chicago express their sorrow upon the death of Archbishop Bernard J. Sheil, and hereby acknowledge their gratitude for his life of service dedicated to God, Church and Country; and

*Be It Further Resolved,* That as a mark of respect to his memory this resolution be incorporated in the permanent record of the Journal of the Proceedings of the City Council of the City of Chicago.

Alderman Keane moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed.*

On motion of Alderman Keane (seconded by Alderman Hoellen and Alderman Frost) the foregoing proposed resolution was *Adopted,* unanimously, by a rising vote.

Alderman Keane and the seconding aldermen spoke of the long and fruitful life the late Archbishop had devoted to all the people of Chicago. They spoke of his leadership not only in religious matters, but cited his devotion to all causes espoused for the deprived and downtrodden. It was noted that he had been pastor of St. Andrew Church for three decades. His championship of youths which led to his founding of the C.Y.O. had resulted in untold benefits for so many and would be a lasting memorial to him forever.

Honorable Richard J. Daley, Mayor, then addressed the Council expressing the thanks of all for the many wonderful accomplishments of the late Archbishop. He stated that he felt that Chicago owed him a lasting debt of gratitude for his efforts for all young people. He concluded by saying that Chicago would always remember him for his many gifts and achievements.

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### Tribute Paid to Late Senator Dirksen.

Honorable Richard J. Daley, Mayor, on behalf of himself and the other members of the City Council presented the following proposed resolution:

WHEREAS, Almighty God, in His Infinite Wisdom has taken from our midst on September 7, 1969, United States Senator Everett McKinley Dirksen; and

WHEREAS, Senator Dirksen was a most able and highly respected legislator and political leader who gave valuable service to his Nation and to Illinois. His advice and counsel was sought by Presidents of both parties, and as well known as he was for his mellifluous voice and flowery manner, he was known as a shrewd and practical political leader who was a pillar of strength to his party; and

WHEREAS, Senator Dirksen was born in Pekin, Illinois, and attended grade and high schools of that city. He attended the University of Minnesota and the University of Minnesota Law School, finishing law school at night, and received honorary degrees from Hope College, Bradley University, De Paul University and Lincoln Memorial University. Senator Dirksen served in the United States Army during World War I and spent seventeen months overseas, having been commissioned from the ranks. He entered business as a machinery manufacturer, a dredging contractor and in the wholesale bakery business, thereafter practicing law. He was a member of the American Bar Association, the Illinois Bar Association, the American Legion, the Veterans of Foreign Wars, the Elks, the Moose, the Eagles, the Shriners, the Odd Fellows, and the Isaac Walton League; and

WHEREAS, Senator Dirksen was elected to the 73rd Congress as a United States Representative in 1932 and served in the 74th through the 80th Congresses, retiring voluntarily in 1949. He was nominated for the United States in an open primary in 1950 and was elected to the Senate in that year, serving in that position until his untimely death; and

WHEREAS, Senator Dirksen became Republican Leader of the Senate in 1959 and was deeply involved in historic legislation. He helped to secure approval of the nuclear test-ban treaty in 1963 and the Civil Rights Act of 1964. He was a skilled negotiator and an experienced parliamentarian. His capacity for the myriad problems contemplated by the Senate in the fields of human relations, foreign affairs, public utilities, real estate, steel production, drugs and chemicals, small loan companies, medical services and newspapers was a source of wonderment to all who knew him; and

WHEREAS, Senator Dirksen became an institution in the United States Senate making many warm and lasting friends, with a capacity for conciliating, compromising, adjusting and harmonizing opposing view points. His counterpart in the United States Senate Senator Mike Mansfield said, "He was an old pro. His word was good. Everything was on the table. He was the great stabilizer." His death is a great loss to the State of Illinois and to the Nation, which he served so well; now, therefore,

*Be It Resolved,* That the Mayor and the members of the City Council of the City of Chicago, on behalf of the people of the City of Chicago, express their esteem for Senator Everett McKinley Dirksen and their deep regret at his passing, and extend to his family their most sincere sympathy; and

*Be It Further Resolved,* That a suitable copy of this resolution be presented to the family of Senator Everett McKinley Dirksen.

Alderman Sperling moved to *Suspend the Rules Temporarily,* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed.*

On motion of Alderman Sperling (seconded by Alderman Hoellen) the foregoing proposed resolution was *Adopted,* unanimously, by a rising vote.

Alderman Sperling in his remarks stated that despite the beliefs in the late Senator's indestructibility, after many grevious illnesses, he had been taken. He spoke of his having left "footprints in the sands of time", because he had been a giant among men. He lauded him for his dedication and love of country. He also said that he too would be preserved in history among the other great men who had preceded him. He concluded by saying that indeed Senator Dirksen had been "a real pro".

Alderman Hoellen also spoke of the late Senator's love of his country to the extent that he put country above party. He spoke of the tremendous power he had wielded, having been a confidant to several Presidents, during the course of his term of office.

Honorable Richard J. Daley, in addressing the Council spoke of how impressed he had been to see all of the residents of Pekin, both young and old who turned out to honor their returning distinguished citizen. The Mayor paid tribute to him as being a politician in the true sense of the word. He praised him as one who could disagree but who disagreed with respect for the person with whom he might disagree. His disagreement was always with the issues, not personalities. He concluded by saying that America as well as Illinois had lost a great man.

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## *CITY COUNCIL INFORMED AS TO MISCELLANEOUS DOCUMENTS FILED OR RECEIVED IN CITY CLERK'S OFFICE.*

John C. Marcin, City Clerk, informed the City Council that documents have been filed or received in his office, relating to the respective subjects designated, as follows:

### *Proclamations.*

Proclamations of Honorable Richard J. Daley, Mayor, designating times for special observances as follows:

"Greek Orthodox Day in Chicago": Sunday, September 14, 1969;

"Mexican Days in Chicago": September 12, 13, 14 and 15, 1969;

"Hias Month in Chicago": Month of October, 1969;

"Dahlia Month in Chicago": Month of September, 1969;

"American Art Week in Chicago": November 1-7, 1969;

"United Nations Day in Chicago": October 24, 1969;

"Marine Corps Combat Correspondents Day": September 20, 1969;

"Kiwanis Kid's Day in Chicago": Friday, September 26, 1969;

"Kalenich Day in Chicago": October 26, 1969.

### *Acceptances and Bonds under Ordinances.*

Also acceptances and bonds under ordinances as follows:

John Hancock Mutual Life Insurance Company: acceptance and bond under an ordinance passed on July 15, 1969 (vaults); filed on September 3, 1969;

Krafto Corporation: acceptance and bond under an ordinance passed on July 15, 1969 (conduits); filed on August 15, 1969.

### *Oaths of Office.*

Also oaths of office of the following:

Mrs. Maria Cerda and Mr. Alvin J. Boutte as members of the Board of Education of the City of Chicago; filed on September 9, 1969;

Mr. Marshall Bynum as Commissioner of the Chicago Park District; filed on August 8, 1969 (received in the City Clerk's office on September 10, 1969).

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## *CITY COUNCIL INFORMED AS TO PUBLICATION OF ORDINANCES.*

The City Clerk informed the City Council that all those ordinances which were passed by the City Council on September 5, 1969, and which were required by statute to be published in book or pamphlet form or in one or more newspapers, were published in pamphlet form on September 16, 1969 by being printed in full text in printed pamphlet copies of the Journal of the Proceedings of the City Council of the regular meeting held on September 5, 1969 [published by authority of the City Council in accordance with the provisions of Section 5-5 of the Municipal Code of Chicago, as passed on December 22, 1947], which printed pamphlet copies were delivered to the City Clerk on September 16, 1969.

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## *MISCELLANEOUS COMMUNICATIONS, REPORTS, ETC. REQUIRING COUNCIL ACTION (TRANSMITTED TO CITY COUNCIL BY CITY CLERK).*

The City Clerk transmitted communications, reports, etc., relating to the respective subjects listed below, which were acted upon by the City Council in each case in the manner noted, as follows:

### *Annual Report of Chicago Public Library.*

The annual report of The Chicago Public Library submitted by Joseph J. Urban, Business Manager, for the year ended December 31, 1968.—*Placed on File.*

### *Zoning Reclassifications of Particular Areas.*

Also applications (in triplicate) together with the proposed ordinances for amendment of the Chicago Zoning Ordinance, as amended, for the purpose of reclassifying particular areas, which were *Referred to the Committee on Buildings and Zoning,* as follows:

Ace Realty—to classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map No. 11-L bounded by

the alley next north of and parallel to W. Windsor Avenue; a line 300 feet east of N. Long Avenue; W. Windsor Avenue; and a line 150 feet east of N. Long Avenue;

Jerome S. Feder—to classify as an R4 General Residence District instead of a B4-2 Restricted Service District the area shown on Map No. 7-G bounded by

a line 325 feet north of W. Wellington Avenue; N. Sheffield Avenue; a line 150 feet north of W. Wellington Avenue; and the alley next west of and parallel to N. Sheffield Avenue;

Illinois Masonic Medical Center—to classify as a Residential Planned Development instead of a Planned Development and R5 General Residence District the area shown on Map No. 7-G bounded by

a line 132 feet north of W. Nelson Street, or the line thereof if extended where no street exists; the center line of N. Dayton Street, or the line thereof if extended where no street exists; W. Wellington Avenue; N. Mildred Avenue; W. Oakdale Avenue; a line 103 feet west of N. Mildred Avenue; the alley next south of and parallel to W. Wellington Avenue; the east line of the right of way of the Chicago Transit Authority; a line 319.9 feet north of W. Wellington Avenue; N. Wilton Avenue; W. Nelson Street, or the line thereof if extended where no street exists; and a line 281 feet west of the center line of N. Dayton Street, or the line thereof if extended where no street exists;

Martin Spagat—to classify as an R4 General Residence District instead of an R2 Single Family Residence District the area shown on Map No. 5-N bounded by

the south line of the right of way of the C.M. St. P. & P. R.R.; N. Newland Avenue; the alley next north of and parallel to W. Palmer Street; and the alley next west of and parallel to N. Newland Avenue.

### *Claims against City of Chicago.*

Also claims against the City of Chicago, which were *Referred to the Committee on Finance,* filed by the following:

Anne Alop, Allstate Insurance (5) Kuruosh Diba, Robert Gourley, James Hinkle, Julia Kabilis, and Ed Woods, Eileen Auerbach, Mrs. John A. Bell, Sr., Leanore Berger, A. Blacconeri, Albert M. Caldwell, Bruce C. Callahan, Dolores Collins, Mr. and Mrs. Cruz, Dunston Detective Agency, David D. George, Casmir Gogolewski, Government Employees Insurance and Bernell Coleman, Hertz Corp., A. D. Jones, Rosalie A. Kettinger, Walter Kosek, Mrs. Kraman, Mrs. R. Kuligowski, Shirley S. Lewis, Walter Malawski, Gertrude Marbles, William Miskill, Mrs. Robert G. Morrison, Aldo J. Orlandi, Richard Pusz, Robert L. Shoyer and Associates, Willie Smith, St. Paul Insurance and House of Tamura, State Farm Insurance (3) Ronald H. Glenner, Minnie Ragusa, and Earl Sniff, William Terry, Charles Valenzianao, Thomas Walsh, James A. White, Dorothy Young.

### *Request of Board of Education to City Council to Sell Specified Property Together with Building in Vicinity of S. Union Av. and W. 66th St.*

Also a communication and a proposed ordinance from the Board of Education addressed to the Mayor and members of the City Council under date of September 15, 1969, transmitting a written request of the Board to the City Council of the City of Chicago to sell specified property together with a four story brick building located on the west side of S. Union Avenue and the south side of W. 66th Street, which was *Referred to the Committee on Finance.*

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### *Referred*—BIDS FOR PURCHASE OF CITY-OWNED PROPERTY AT NO. 1156 W. CERMAK ROAD AND NOS. 7075-7077 N. CLARK ST.

The City Clerk transmitted two communications from Otto H. Loser, City Comptroller under date of September 5 and 8, 1969, reading as follows:

"Transmitted herewith, three (3) sealed bids received in this office in response to advertisement for sale of City-owned property at No. 1156 W. Cermak Road, authorized by ordinance, passed July 8, 1969, page 5745 Council Journal of Proceedings.

"Transmitted herewith, four (4) sealed bids received in this office in response to advertisement for sale of City-owned property at Nos. 7075-7077 N. Clark Street, authorized by ordinance passed November 15, 1968, pages 3739 and 3742 Council Journal of Proceedings.

On motion of Alderman Keane the bids submitted with the foregoing communications were ordered opened and read, and were then *Referred to the Committee on Finance.* The following is a summary of said bids:

No. *1156 W. Cermak Road*

Bidder: American Automated Industries, Inc., c/o Benjamin Meister, 33 N. La Salle Street, Room 2100, Chicago, Illinois, 60602; amount bid $10,050.00; deposit $1,005.00 (certified check);

Bidder: Sam Pantaleo, 1146 W. Cermak Road, Chicago, Illinois; amount bid $10,000.00; deposit $1,000.00 (cashier's check);

Bidder: Harry Schiff, 548 Briar Place, Chicago, Illinois; amount bid $217.00; deposit $22.00 (personal money order).

N*os. 7075-7077 N. Clark Street*

Bidder: IVE Corporation, 262 E. Illinois Street, Chicago, Illinois, 60611; amount bid $21,000.00; deposit $2,100.00 (certified check);

Bidder: Sheldon Heights Construction Company, 11300 S. Halsted Street, Chicago, Illinois; amount bid $20,000.00; deposit $2,000.00 (certified check);

Bidder: Alexander Palmieri, 6301 W. Montrose Avenue, Chicago, Illinois; amount bid $19,420.00; deposit $1,942.00 (personal check);

Bidder: Harry Schiff, 548 Briar Place, Chicago, Illinois; amount bid $1,507.00; deposit $151.00 (personal money order).

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### *Referred*—PROPOSED ORDINANCES RECOMMENDED BY BOARD OF LOCAL IMPROVEMENTS FOR CONSTRUCTION OF SIDEWALKS AND FOR ALLEY AND STREET IMPROVEMENTS.

The City Clerk transmitted the following communications addressed to him under date of September 15, 1969 (signed by Virgil A. Berg, Secretary of the Board of Local Improvements), which were together with the proposed ordinances transmitted therewith, *Referred to the Committee on Local Industries, Streets and Alleys:*

"Submitted herewith is an improvement ordinance for presentation to the City Council at its next regular meeting, September 17, 1969:

Ward 23—Construction of a concrete sidewalk six (6) feet in width and one (1) foot from the lot line towards the curb line in a System of Streets as follows:

East side of S. Karlov Avenue from the south curb line of W. 58th Street to the north line of the first alley south of the south curb line of W. 58th Street, etc.".

"Submitted herewith is one (1) improvement ordinance for presentation to the City Council at its next regular meeting, September 17, 1969:

"As provided in the Local Improvement Act, the Board has held public hearings on said improvement with reference to the extent, nature, kind, character and estimated cost thereof and recommends passage of said ordinance.

Ward 11—Grading and paving alleys between S. Archer Avenue, S. Lyman Street, S. Loomis Street and S. Haynes Court, etc.".

"Submitted herewith are five (5) improvement ordinances for presentation to the City Council at its next regular meeting, September 17, 1969:

"As provided in the Local Improvement Act, the Board has held public hearings on said improvements with reference to the extent, nature, kind, character and estimated cost thereof and recommends passage of said ordinances.

Ward 8—Grading and paving alleys between E. 81st Street, E. 81st Place, S. Woodlawn Avenue and N.Y.C.St.L. R.R., etc.;

Ward 13—Grading and paving alley between W. 64th Place, W. 65th Street, S. Kedzie Avenue and S. Spaulding Avenue, etc.;

Ward 23—Grading and paving alley between W. 56th Street, W. 57th Street, S. Nordica Avenue and S. Nottingham Avenue, etc.;

Ward 38—Grading and paving alley between W. Byron Street, W. Grace Street, N. Oconto Avenue and N. Octavia Avenue;

Ward 41—Grading, paving and improving N. NEW ENGLAND AVENUE from the south line of W. Gregory Street to a line parallel with and twelve (12) feet south of the northerly line of W. Higgins Avenue".

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## *Placed on File*—NOTIFICATIONS AS TO SELECTIONS OF PROXIES TO AFFIX SIGNATURES OF MAYOR AND CITY COMPTROLLER TO CITY OF CHICAGO TAX ANTICIPATION WARRANTS FOR YEAR 1969.

The City Clerk transmitted the following communications, which were *Placed on File:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 17, 1969.

*To the Honorable, The City Council of the City of Chicago:*

GENTLEMEN—Please take notice that I have selected and do hereby designate J. W. Parker as my proxy for me and in my name, place and stead to affix my signature as Mayor of the City of Chicago to the following Tax Anticipation Warrants against the taxes of 1969, which warrants are to be reissued from warrants held by the City Treasurer and numbered by affixing sub-numbers A-1 to A-100 as required to the original warrants, in denominations of $1,000.00 or multiples thereof:

*For Corporate Purposes:*

| | |
|---|---|
| Nos. C-7371 to C-7670 inclusive, aggregating | $30,000,000 |

*For Municipal Tuberculosis Sanitarium Purposes:*

| | |
|---|---|
| Nos. M-87 to M-92 inclusive, aggregating | $ 600,000 |

*For Relief (General Assistance) Purposes:*

| | |
|---|---|
| Nos. R-77 to R-90 inclusive, aggregating | $ 700,000 |

*For Forestry Purposes:*

| | |
|---|---|
| Nos. F-1 and F-2 to F-25 inclusive, aggregating | $ 2,425,000 |

Appended hereto is a written signature as my name is to appear on said Tax Anticipation Warrants, executed by the said J. W. Parker with the proxy's signature underneath as required by statute.

Very truly yours,
(Signed) RICHARD J. DALEY,
*Mayor.*

**[Signatures appended as stated]**

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CITY OF CHICAGO
OFFICE OF THE CITY COMPTROLLER

September 17, 1969.

*To the Honorable, The City Council of the City of Chicago:*

GENTLEMEN—Please take notice that I have selected and do hereby designate T. F. Murphy as my proxy for me and in my name, place and stead to affix my signature as Comptroller of the City of Chicago to the following Tax Anticipation Warrants against the taxes of 1969, which warrants are to be reissued from warrants held by the City Treasurer and numbered by affixing sub-numbers A-1 to A-100 as required to the original warrants, in denominations of $1,000.00 or multiples thereof:

*For Corporate Purposes:*

| | |
|---|---|
| Nos. C-7371 to C-7670 inclusive, aggregating | $30,000,000 |

*For Municipal Tuberculosis Sanitarium Purposes:*

| | |
|---|---|
| Nos. M-87 to M-92 inclusive, aggregating | $ 600,000 |

*For Relief (General Assistance) Purposes:*

| | |
|---|---|
| Nos. R-77 to R-90 inclusive, aggregating | $ 700,000 |

*For Forestry Purposes:*

| | |
|---|---|
| Nos. F-1 and F-2 to F-25 inclusive, aggregating | $ 2,425,000 |

Appended hereto is a written signature as my name is to appear on said Tax Anticipation Warrants, executed by the said T. F. Murphy with the proxy's signature underneath as required by statute.

Very truly yours,
(Signed) OTTO H. LOSER,
*City Comptroller.*

[Signatures appended as stated]

# REPORTS OF COMMITTEES.

Committee reports were submitted as indicated below. *No request under the statute was made by any two aldermen present to defer any of said reports for final action thereon, to the next regular meeting of the City Council, except where otherwise indicated.*

## COMMITTEE ON FINANCE.

### Transfers of Funds in Appropriations Authorized and Directed.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, to authorize and direct transfers of funds in certain appropriations.

On motion of Alderman Keane the said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Fifielski, Kerwin, O'Rourke, Sperling—43.

*Nays*—None.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

Section 1. That the City Comptroller and the City Treasurer are authorized and directed to make the following transfers of funds for the year 1969. The department heads making the requests for these transfers have certified that such transfers from the accounts shown will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1969, payable from such appropriations:

| *From Account* | *Purpose* | *Amount* | *To Account* | *Purpose* | *Amount* |
|---|---|---|---|---|---|
| Department of Aviation | | | | | |
| 100.8655.450 | Vehicles | $ 5,000.00 | 100.8655.144 | Engineering | $ 5,000.00. |
| City Council Committees<br>*Committee on Finance* | | | | | |
| 100.1230.005 | Salaries and Wages—on Payroll | 2,000.00 | 100.1230.143 | Court Reporting | 2,000.00. |
| Department of Finance—General | | | | | |
| 100.9112.141 | Appraisals | 7,500.00 | 100.9112.990 | Refunds for cancelled voucher warrants and payroll checks and for refunding duplicate payments and payments made in error | 7,500.00. |
| House of Correction | | | | | |
| 100.2422.005 | Salaries and Wages—on Payroll | 50,000.00 | 100.2422.130 | Postage and Postal Charges | 1,000.00 |
| | | | 100.2422.162 | Repair or Maintenance of Equipment | 5,000.00 |
| | | | 100.2422.182 | Heat, Light and Power (Public) | 10,000.00 |
| | | | 100.2422.270 | Local Transportation | 1,000.00 |
| | | | 100.2422.330 | Food | 18,000.00 |
| | | | 100.2422.340 | (C) Material and Supplies (Other) | 15,000.00. |
| House of Correction<br>*Cermak Memorial Hospital* | | | | | |
| 100.2426.005 | Salaries and Wages—on Payroll | 20,000.00 | 100.2426.340 | Materials and Supplies | 5,000.00 |
| | | | 100.2426.342 | Drug, Medical and Chemical Materials and Supplies | 15,000.00. |

| *From Account* | *Purpose* | *Amount* | *To Account* | *Purpose* | *Amount* |
|---|---|---|---|---|---|
| Commission on Human Relations | | | | | |
| 100.3410.005 | Salaries and Wages—on Payroll | $10,000.00 | 100.3410.700 | Contingencies | $20,000.00. |
| 100.3410.802 | For Expense of Fair Housing Activities | 10,000.00 | | | |
| Mayor's Director of Data Processing—Data Center | | | | | |
| 100.1150.005 | Salaries and Wages—on Payroll | 25,000.00 | 100.1150.350 | Stationery and Office Supplies | 25,000.00. |
| Municipal Tuberculosis Sanitarium | | | | | |
| 350.3210.005 | Salaries and Wages—on Payroll | 17,000.00 | 350.3210.145 | Legal (opinions on tax anticipation warrants) | 1,500.00 |
| | | | 350.3210.424 | Furniture and Furnishings | 15,500.00. |
| Public Vehicle License Commission | | | | | |
| 100.4850.005 | Salaries and Wages—on Payroll | 1,000.00 | 100.4850.338 | License Stickers, Tags and Plates | 500.00 |
| | | | 100.4850.350 | Stationery and Office Supplies | 500.00. |
| Department of Public Works<br>*Bureau of Architecture and Building Maintenance* | | | | | |
| 100.6414.314 | Fuel Oil | 3,000.00 | 100.6414.182 | Heat, Light and Power (Public) | 3,000.00. |

**SECTION 2. This ordinance shall be in force and effect from and after its passage.**

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### Adjustments Made in Boundaries of Outer Perimeter of Chicago-O'Hare International Airport to Include Certain Property Within the Airport.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, to adjust the boundaries of the outer perimeter of Chicago-O'Hare International Airport to include certain property southwesterly and northwesterly within the Airport.

**On motion of Alderman Keane the said proposed ordinance was *Passed*, by yeas and nays as follows:**

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Fifielski, Kerwin, O'Rourke, Sperling—43.

*Nays*—None.

**The following is said ordinance as passed:**

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the ordinance passed by the City Council of the City of Chicago on February 6, 1948, as printed in the Journal of the Proceedings of the City Council of the City of Chicago of said date, pages 1888 to 1892, both inclusive, and as amended by the City Council of the City of Chicago on March 2, 1951, and printed in the Journal of the Proceedings of the City Council of the City of Chicago of said date, pages 7884 to 7891, both inclusive, and as amended by the City Council of the City of Chicago on July 11, 1957, and printed in the Journal of the Proceedings of the City Council of the City of Chicago of said date, pages 5777 to 5784, both inclusive, and as amended by the City Council of the City of Chicago on July 21, 1961, and printed in the Journal of the Proceedings of the City Council of the City of Chicago of said date, pages 5253 to 5257, both inclusive, providing for the extension, expansion and improvement of Chicago Orchard Airport now known as O'Hare Field-Chicago International Airport, located in Cook County and DuPage County, Illinois, be and the same are hereby amended to adjust the boundaries of the outer perimeter to include all that area within the boundaries thereof legally described as follows, to wit:

That part of Section 4, Township 40 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois lying West of the Westerly right-of-way line of the Wisconsin Central Railroad (Minneapolis, St. Paul and Sault Ste. Marie, Soo Line).

That part of said Section 4, lying East of the Easterly right-of-way line of said Wisconsin Central Railroad described as follows: Beginning at the point of intersection of the Easterly right-of-way line of the Wisconsin Central Railroad aforementioned and the North line (produced West) of lot 54 in Fred'k H. Bartlett's "Higgins Road Farm" being a Subdivision of the East ½ of the Southwest ¼ of Section 33, Township 41 North, Range 12 East of the Third Principal Meridian and part of the East ½ of the West½ of Section 4, Township 40 North, Range 12 East of the Third Principal Meridian; thence East on the North line of said lot 54 (produced West) to the Northwest corner of said lot 54; thence continuing East on the North line of said lot 54 and said North line produced East to the East line of the West ½ of said Section 4; thence South on the East line of the

West ½ of said Section 4 to the intersection of the North line of the South ½ of the South ½ (produced West) of Lot 5 in Jarneke's Division of Land in Section 4-40-12 and Section 33-41-12; thence East on the North line of the South ½ of the South ½ of said lot 5 and said north line produced West to a point 126.14 feet West (as measured on said North line) of the East line of said lot 5; thence Southwesterly 56.54 feet and Southeasterly 144.87 feet along the following described lines (commencing at the point of intersection of the East line of said lot 5 and the North line of the South ½ of the South ½ of said lot 5; thence South on the East line of said lot 5, a distance of 95.76 feet to the place of beginning; thence Northwesterly on a line which forms an angle of 75°-28′-00″ with the last described line a distance of 144.87 feet, thence Northeasterly on a line which forms an angle of 90° with the last described line a distance of 56.54 feet to a point in the North line of the South ½ of the South ½ of said lot 5 which is 126.14 feet West of the East line of said lot 5 (as measured on said North line); thence South on the East line of said lot 5, from a point 95.76 feet South (as measured on said East line) the point of intersection of the North line of the South ½ of the South ½ of said lot 5 and the East line of said lot 5, to a point 385.20 feet North of the Southeast corner of lot 6 (as measured on said East line) in Jarneke's Division of Land aforementioned; thence Southwesterly on a line which forms an angle of 35°-06′-10″ with the East line of said lot 6, a distance of 24.30 feet to a point; thence Southwesterly on a line which forms a deflection angle to the right of 22°-25′-37″ with a prolongation of the last described course a distance of 180.42 feet to a point on the West line of the East ½ of the East ½ of the Southeast ¼ of said lot 6 (said point being 274.59 feet North of the South line of said lot 6 as measured on said West line of the East ½ of the East ½ of the Southeast ¼ of said lot 6); thence Southwesterly on a line which forms an angle 57°-32′ with the West line of the East ½ of the East ½ of the Southwest ¼ of said lot 6, a distance of 269.55 feet to a point; thence Southwesterly on a line which forms a deflection angle to the right of 7°-07′-30″ with a prolongation of the last described course, a distance of 24.20 feet to a point in the West line of the East ½ of the East ½ of the West ½ of the Southeast ¼ of said lot 6 (said point being 128.71 feet North of the South line of said lot 6 as measured on said West line of the East ½ of the East ½ of the West ½ of the Southeast ¼ of said lot 6) thence Southwesterly to a point on the West line of the West ½ of the West ½ of the Southeast ¼ of said lot 6 which is 19.84 feet North of the South line of said lot 6 (as measured on the West line of the West ½ of the West ½ of the Southeast ¼ of said lot 6); thence Southwesterly to a point on the South line of said lot 6 which is 45.44 feet West of the West line of the West ½ of the West ½ of the Southeast ¼ of said lot 6 (as measured on the South line of said lot 6); thence Southwesterly to a point on the West line of the Southeast ¼ of said Section 4 which is 269.98 feet South of the Northwest corner of the South ½ of the Southeast ¼ of said Section 4 (as measured on the West line of the Southeast ¼ of said Section 4); thence continuing Southwesterly on a prolongation of the last described course to the Easterly right-of-way line of the Wisconsin Central Railroad, aforementioned; thence Northwesterly along said Easterly right-of-way line to the point of beginning.

*Also*

All of Sections 5, 6, 7 and 8, Township 40 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

*Also*

That part of Section 9, Township 40 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois lying West of the Westerly right-of-way line of the Wisconsin Central Railroad (Minneapolis, St. Paul and Sault Ste. Marie, Soo Line) and lying West of the Westerly right-of-way line of the Tri-State Toll Road.

*Also*

That part of Section 16, Township 40 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois lying North of the Center line of Irving Park Blvd. and West of the Westerly right-of-way line of the Tri-State Toll Road.

All of lots 1 to 58 both inclusive, in Zorge's Subdivision of lots 3 and 4 (except the South 330 feet thereof) in Subdivision of the West ½ of the Southwest ¼ of said Section 16.

The South 330 feet of lots 3 and 4 in Subdivision of the West ½ of the Southwest ¼ of said Section 16.

*Also*

Section 17, Township 40 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

Except that part of the Southeast ¼ of said Section 17 described as follows: Beginning at the Southeast corner of said Section 17; thence North on the East line of said Section 17 to the centerline of Irving Park Blvd.; thence Northwesterly on the center line of Irving Park Blvd. to the West line of the East ½ of the Southeast ¼ of said Section 17; thence South on the West line of the East ½ of the Southeast ¼ of said Section 17 to the North line of the South ½ of the Southeast ¼ of said Section 17; thence West on the North line of the South ½ of the Southeast ¼ of said Section 17 to the East line of the West ¼ of the Southeast ¼ of said Section 17; thence South on the East line of the West ¼ of the Southeast ¼ of said Section 17 to the South line of said Section 17; thence East on the South line of said Section 17 to the place of beginning,

and except that part of the Southwest ¼ of the Southwest ¼ of said Section 17 described as follows: Beginning at the Southwest corner of said Section 17, thence North on the West line of said Section 17, a distance of 96.0 feet; thence Southeasterly to a point on the South line of said Section 17 which is 350.00 feet East of the Southwest corner of said Section 17 (as measured on said South line); thence West on the South line of said Section 17, a distance of 350.0 feet to the place of beginning.

*Also*

That part of fractional Section 18, Township 40 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois lying East and Northeast of the East and Northeasterly right-of-way line of the relocated Chicago and North Western Railway and lying North of the Northeasterly right-of-way line of the Chicago, Milwaukee St. Paul and Pacific Railroad.

That part of said Section 18 lying Westerly of the Westerly right-of-way line of the relocated Chicago and North Western Railway and lying North of the center of Irving Park Road.

*Also*

That part of the North ½ of Section 20, Township 40 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois described as follows: Beginning at a point on the North line of said Section 20 which is 3150 feet West of the Northeast corner of said Section 20, thence Southwesterly on a line which forms an angle of 114° with the last described course a distance of 1360 feet to a point; thence Northwesterly on a line which forms an angle of 86°-25′-25″ with the last described course a distance of 900 feet to a point; thence Northeasterly to a point on the North line of said Section 20 which is 750 feet West of the place of beginning; thence East 750 feet to the place of beginning.

*Also*

That part of Section 13, Township 40 North, Range 11 East of the Third Principal Meridian, in Du Page County, Illinois lying North of the center line of Irving Park Road, except the right-of-way of the relocated Chicago and North Western Railway.

That part of said Section 13 lying South of the Center line of Irving Park Road, lying North of the Northeasterly right-of-way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad, lying West of the West line of the East 8.0 chains of the Northeast ¼ and the Southeast ¼ of said Section 13, and lying East of a line described as follows: beginning at the intersection of the Northeasterly right-of-way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad and a line 5.34 chains West of the East line of the West ½ of the Southeast ¼ of said Section 13; thence North along said line 5.34 chains West of the East line of the West ½ of the Southeast ¼ to the North line of said Southeast ¼; thence Northerly along a line which intersects the North line of said Section 13 at a point 5.40 chains West of the Northeast corner of the West ½ of the Northeast ¼ of said Section 13.

*Also*

All of fractional Section 31, Township 41 North, Range 12 East of the Third Principal Meridian in Cook County, Illinois.

*Also*

That part of the West ½ of the Northwest ¼ and the Northeast ¼ of the Northwest ¼ of Section 32, Township 41 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois, lying South of the Southwesterly right-of-way line of the North Illinois Toll Road.

All of the Southwest ¼ of said Section 32.

That part of the Southeast ¼ of said Section 32 lying South of the center line of Higgins Road.

All of blocks 1, 2, 3, 4, 5 and 6, taken as a tract, (except that part thereof taken for highway purposes) in Elmore's Higgins Road Farms, being a subdivision of the Southeast ¼ of the Northwest ¼ of said Section 32.

All of blocks 2, 3, 4 and 5, taken as a tract (except that part thereof taken for highway purposes) in Oliver Salinger and Company's Second Addition to Glen Acres being a subdivision in the South ½ of the Northeast ¼ of Section 32.

Lot 1 in Chas. Boesche's Division of the West ½ of the Southeast ¼ of said Section 32 (except the following described tract of land; Commencing at the intersection of the North and South ¼ line of said Section 32, with the center line of Higgins Road; thence North on said North and South ¼ line a distance of 246.33 feet; thence East at right angles to last mentioned line a distance of 241.44 feet; thence South parallel to said North and South ¼ line a distance of 295.16 feet to the center line of Higgins Road; thence Westerly along the center line of Higgins Road, 246.33 feet to the place of beginning.

That part of the West ½ of the Southeast ¼ of said Section 32, described as follows: Beginning at the intersection of the North and South ¼ line of said Section 32, with the center line of Higgins Road; thence North on said North and South ¼ line a distance of 246.33 feet; thence East at right angles to the last mentioned line a distance of 241.44 feet; thence South parallel to said North and South ¼ line a distance of 295.16 feet to the center line of Higgins Road; thence Westerly along the center line of Higgins Road, 246.33 feet to the place of beginning.

*Also*

That part of Section 12, Township 40 North, Range 11 East of the Third Principal Meridian, in Du Page County, Illinois, lying East of the Easterly right-of-way line of the relocated Chicago and Northwestern Railway, (except that part of the Southeast ¼ of the Southeast ¼ of Section 12, Township 40 North, Range 11 East of the Third Principal Meridian, in Du Page County, Illinois, described as follows: Commencing at the Southeast corner of the Southeast ¼ of the Southeast ¼ of said Section 12, thence West on the South line of said Section 12, a distance of 642.16 feet; thence North on a line parallel to the East line of said Section 12, a distance of 275.0 feet for a place of beginning, continuing thence North on said line parallel to the East line of said Section 12 to a point which is 868.35 feet North of the South line of said Section 12; thence East on a line parallel to the South line of said Section 12 to the center line of Lawrence Avenue; thence Southeasterly on the center line of Lawrence Avenue to the center line of Mt. Prospect Road; thence Southwesterly on the center line of Mt. Prospect Road to the intersection of a line 275.0 feet North of and parallel to the South line of said Section 12; thence West on said line parallel to and 275.0 feet North of the South line of said Section 12 to the place of beginning).

That part of said Section 12 lying West of the Westerly right-of-way line of the relocated Chicago and Northwestern Railway, lying East of the East right-of-way line of the relocated Chicago, Milwaukee, St. Paul and Pacific Railroad and North of a line drawn parallel to the South line of said Section 12 through the point of intersection of the West line of the East ½ of the Southwest ¼ of said Section 12 and the Southeasterly line of the right of way formerly owned by the Chicago, Milwaukee, St. Paul and Pacific Railroad and deeded to the City of Chicago by Deed recorded March 29, 1956, and filed in the office of Recorder of Deeds in Du Page County, Illinois as Doc. No. 794512.

*Also*

Section 1, Township 40 North, Range 11 East of the Third Principal Meridian, in Du Page County, Illinois, except the right-of-way of the relocated Chicago and Northwestern Railway and except the right-of-way of the relocated Chicago, Milwaukee, St. Paul and Pacific Railroad.

*Also*

That part of the Southeast ¼ of Section 35, Township 41 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois, described as follows: Beginning at the Northeast corner of the Southeast ¼ of the Southeast ¼ of said Section 35; thence West on the North line of the Southeast ¼ of the Southeast ¼ of said Section 35, a distance of 225.55 feet to a point; thence Southeasterly to a point on the East line of said Section 35, said point being 240 feet South of the place of beginning as measured on the East line of said Section 35; thence North on the East line of said Section 35, a distance of 240 feet to the place of beginning.

That part of said Section 35 described as follows: Beginning at the Southeast corner of said Section 35; thence northerly along the East line of said Section 35 a distance of 850.82 feet; thence Southwesterly on a line which forms an angle of 50°-58′-25″ with the last described course a distance of 716.31 feet; thence Southeasterly to a point on the South line of said Section 35 which is 118.59 feet west of the Southeast corner of said Section 35 (as measured on said South line); thence Easterly on said South line to the place of beginning.

*Also*

All of Section 36, Township 41 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois except the right of way of the relocated Chicago and North Western Railway.

*Also*

That part of the Southeast ¼ of Section 25, Township 41 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois, lying South of the Southwesterly right-of-way line of the North Illinois Toll Road.

The East 222.57 feet of the Southeast ¼ of the Southwest ¼ of said Section 25.

*Also*

That part of Section 30, Township 41 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois, lying South of Southerly line of the North Illinois Toll Road and Southerly of the Southeasterly right-of-way line of the relocated Chicago and North Western Railway.

SECTION 2. The Corporation Counsel is authorized and directed to negotiate with the owner or owners for the purchase of property within the areas described in Section 1 hereof. In case the Corporation Counsel is able to agree with the owner or owners of said property or any part thereof, upon the purchase price thereof, he is authorized to purchase said property for the agreed price, subject to approval by the City Council.

SECTION 3. In case of the inability of the Corporation Counsel to agree with the owner or owners of said property, or any part thereof upon the purchase price thereof, or in case the owner or owners or any of them are incapable of consenting to the sale thereof, or in case the names or residences of the owner or owners are unknown, or they are nonresidents of the State of Illinois, the Corporation Counsel shall institute and prosecute condemnation proceedings in the name of and in behalf of the City of Chicago for the purpose of acquiring title to said property under the City's right of eminent domain and said property is hereby declared to be useful, advantageous and desirable to the City of Chicago, for airport purposes and for the safe approach thereto and take-off therefrom by aircraft.

SECTION 4. This ordinance shall be effective upon its passage.

[Airport Layout Plan attached to this ordinance printed on page 6062 of this Journal]

## Certain Unincorporated Territory Adjacent to Chicago-O'Hare International Airport and Lying Within Boundaries of 38th Ward Annexed to City of Chicago and Classified for Zoning Purposes.

The Committee on Finance submitted a report recommending that the City Council pass eight proposed ordinances transmitted therewith, to annex to the City of Chicago certain unincorporated territory within the 38th Ward and adjacent to the Chicago-O'Hare International Airport and to classify said territory for zoning purposes.

On separate motions made by Alderman Keane *each* of the said proposed ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Fifielski, Kerwin, O'Rourke, Sperling—43.

*Nays*—None.

Each of said ordinances as passed read respectively as follows (the Italic heading in each case not being a part of the ordinance):

*Annexation of Territory*

WHEREAS, The property hereinafter described is unincorporated, contains sixty (60) acres or less, is wholly bounded by the City of Chicago and is situated in the County of DuPage and State of Illinois; and

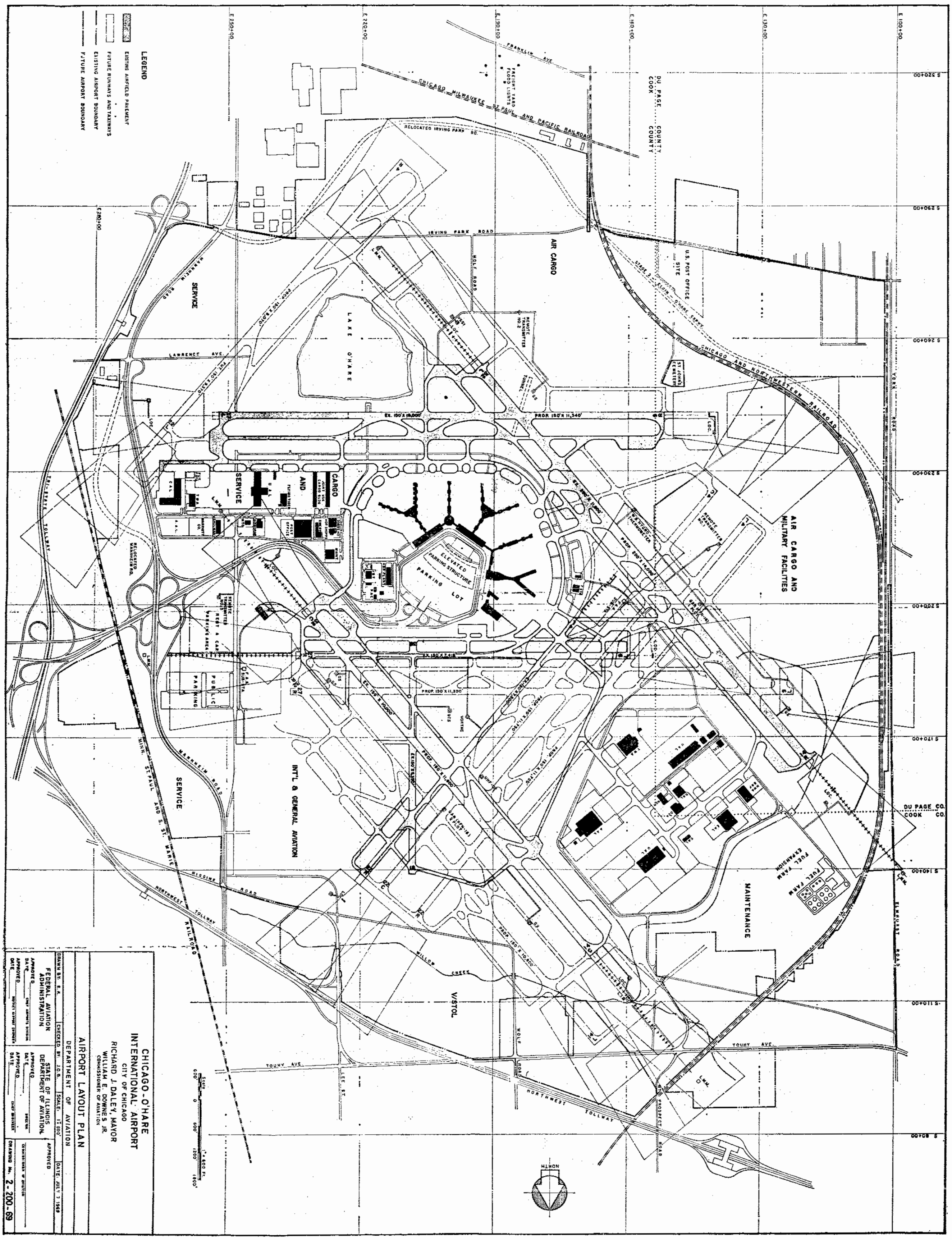
WHEREAS, The City Council of the City of Chicago hereby declares that all steps, proceedings and actions proper for the purpose of authorizing the annexation of said territory to the City of Chicago have been complied with according to law; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the territory described as follows, to wit:

All of St. John's Cemetery in Section Twelve (12), Township Forty (40) North, Range Eleven (11) East of the Third Principal Meridian described as follows: Commencing at a point on the South line of said Section, Four Hundred Ninety-five (495) feet West of the Southeast corner of said Section; thence Sixty-five degrees, Thirty-two minutes (65°-32′) to the Northeast from said Section line a distance of Three Hundred (300) feet for the point of beginning; thence Northeasterly along the said described line a distance of Five Hundred Sixty-three and Eighty-five Hundredths (563.85) feet; thence to the Northwest Eighty-six degrees, Forty-seven minutes (86°-47′), said angle being an interior angle, for a distance of Two Hundred Thirty (230) feet; thence West parallel with the South Section line a distance of Two Hundred Eighty-nine and Ninety-five Hundredths (289.95) feet; thence South parallel with the East Section line a distance of Five Hundred Ninety-three and Thirty-five Hundredths (593.35) feet; thence East parallel with the South Section line a distance of Two Hundred

(Continued on page 6063)


LEGEND
EXISTING AIRFIELD PAVEMENT
FUTURE RUNWAYS AND TAXIWAYS
EXISTING AIRPORT BOUNDARY
FUTURE AIRPORT BOUNDARY
CHICAGO-O'HARE
INTERNATIONAL AIRPORT
CITY OF CHICAGO
RICHARD J. DALEY, MAYOR
WILLIAM E. DOWNES JR.
COMMISSIONER OF AVIATION
AIRPORT LAYOUT PLAN
DEPARTMENT OF AVIATION
DRAWN BY: S.K.
CHECKED BY: J.O.B.
SCALE: 1"= 600'
DATE: JULY 7 1969
FEDERAL AVIATION ADMINISTRATION
APPROVED
DATE
CHIEF AIRPORTS DIVISION
APPROVED
DATE
DISTRICT AIRPORT ENGINEER
STATE OF ILLINOIS
DEPARTMENT OF AVIATION
APPROVED
DATE
DIRECTOR
APPROVED
DATE
CHIEF ENGINEER
APPROVED
COMMISSIONER OF AVIATION
DRAWING No. 2-200-69
NORTH
FRANKLIN AVE
CHICAGO MILWAUKEE ST. PAUL AND PACIFIC RAILROAD
RELOCATED IRVING PARK RD.
DU PAGE COUNTY
COOK COUNTY
IRVING PARK ROAD
AIR CARGO
WOLF ROAD
U.S. POST OFFICE SITE
CHICAGO AND NORTHWESTERN RAILROAD
ST. JOHNS CEMETERY
YORK ROAD
SERVICE
LAWRENCE AVE
LAKE O'HARE
TUNNEL
EX. 150' x 10,000'
PROP 150' x 11,340'
CARGO AND SERVICE
ELEVATED PARKING STRUCTURE
PARKING LOT
AIR CARGO AND MILITARY FACILITIES
TRI-STATE TOLLWAY
RELOCATED MANNHEIM RD.
PUBLIC PARKING
MANNHEIM ROAD
MINN. ST. PAUL AND S. ST. MARIE
SERVICE
INT'L & GENERAL AVIATION
PROP. 150' x 11,200'
VORTAC
DU PAGE CO.
COOK CO.
FUEL FARM EXPANSION
FUEL FARM
MAINTENANCE
ELMHURST ROAD
HIGGINS ROAD
NORTHWEST TOLLWAY
RAILROAD
WILLOW CREEK
V/STOL
TOUHY AVE.
LEE ST.
WOLF ROAD
MT. PROSPECT ROAD
NORTHWEST TOLLWAY
LOC.
E. 230+00
E. 220+00
E. 210+00
E. 190+00
E. 180+00
E. 130+00
E. 100+00
S. 250+00
S. 260+00
S. 240+00
S. 230+00
S. 220+00
S. 170+00
S. 140+00
S. 110+00
S. 80+00

(Continued from page 6061)

Seventy-five (275) feet to the point of beginning; also all of Lawrence Avenue lying Northerly of and adjoining said St. John's Cemetery and all of Division Street lying between the Northerly line of Lawrence Avenue extended Easterly and the Northerly line of the relocated right of way of the Chicago and North Western Railway in Sections Twelve (12) and Thirteen (13), Township Forty (40) North, Range Eleven (11) East of the Third Principal Meridian, all in Du Page County, Illinois, said property lying within unincorporated territory containing sixty (60) acres or less and being wholly bounded by the City of Chicago, be and the same is hereby annexed to the City of Chicago and incorporated within the boundaries of the 38th Ward.

SECTION 2. The City Clerk is hereby directed to file in the Office of the Recorder of Deeds of Du Page County, Illinois, in the manner and form and at the time prescribed by statute in such case made and provided, a certified copy of this ordinance, and a proper map of the territory hereby annexed, duly certified by the Mayor and the City Clerk.

SECTION 3. This ordinance shall be in force and effect from and after its passage.

### *Zoning Classification of Annexed Area*

WHEREAS, The Corporate Authorities of the City of Chicago, have by ordinance annexed certain lands as hereinafter described; and

WHEREAS, The Department of Development and Planning pursuant to the provisions of Article 5.4 of the Comprehensive Zoning Amendment of the City of Chicago, has reviewed said annexation and made certain recommendations concerning zoning of said territory; now, therefore,

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the territory described as follows:

All of St. John's Cemetery in Section Twelve (12), Township Forty (40) North, Range Eleven (11) East of the Third Principal Meridian described as follows: Commencing at a point on the South line of said Section, Four Hundred Ninety-five (495) feet West of the Southeast corner of said Section; thence Sixty-five degress, Thirty-two minutes (65°-32′) to the Northeast from said Section line a distance of Three Hundred (300) feet to the point of beginning; thence Northeasterly along the said described line a distance of Five Hundred Sixty-three and Eighty-five Hundredths (563.85) feet; thence to the Northwest Eighty-six degrees, Forty-seven minutes (86°-47′), said angle being an interior angle, for a distance of Two Hundred Thirty (230) feet; thence West parallel with the South Section line a distance of Two Hundred Eighty-nine and Ninety-five Hundredths (289.95) feet thence South parallel with the East Section line a distance of Five Hundred Ninety-three and Thirty-five Hundredths (593.35) feet; thence East parallel with the South Section line a distance of Two Hundred Seventy-five (275) feet to the point of beginning; also all of Lawrence Avenue lying Northerly of and adjoining said St. John's Cemetery and all of Division Street lying between the Northerly line of Lawrence Avenue extended Easterly and the Northerly line of the relocated right of way of the Chicago and North Western Railway in Sections Twelve (12) and Thirteen (13), Township Forty (40) North, Range Eleven (11) East of the Third Principal Meridian, all in Du Page County, Illinois, be and are hereby zoned R1 Single Family Residence District.

SECTION 2. That this ordinance shall be in force and effect from and after its passage and filing of the annexation ordinance concerning said lands hereinbefore described.

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### *Annexation of Territory*

WHEREAS, The property hereinafter described is unincorporated, contains sixty (60) acres or less, is bounded by the City of Chicago and the Village of Bensenville, and is situated in Cook County, Illinois; and

WHEREAS, The City Council of the City of Chicago hereby declares that all steps, proceedings, and actions proper for the purpose of authorizing the annexation of said territory to the City of Chicago have been complied with according to law; now, therefore,

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the territory described as follows, to wit:

All of Lots Thirteen (13), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18) and Nineteen (19) in Frederick H. Bartlett's Irving Park Farms Subdivision of part of Lot Six (6) in Assessor's Division of the West Half (W.½) of Fractional Section Eighteen (18), Township Forty (40) North, Range Twelve (12) East of the Third Principal Meridian; also the Westerly Half (W'ly. ½) of Valor Road lying Easterly of and adjoining said Lot Thirteen (13) and the Northerly Half (N'ly. ½) of Irving Park Road lying Southerly of and adjoining said Lots Fifteen (15) to Nineteen (19) inclusive, all in Cook County, Illinois, said property lying within unincorporated territory containing sixty (60) acres or less and being wholly surrounded by the City of Chicago and the Village of Bensenville, be and the same is hereby annexed to the City of Chicago and incorporated within the boundaries of the 38th Ward.

SECTION 2. The City Clerk is hereby directed to file in the Office of the Recorder of Deeds of Cook County, Illinois, in the manner and form and at the time prescribed by statute in such case made and provided, a certified copy of this ordinance, and a proper map of the territory hereby annexed, duly certified by the Mayor and City Clerk.

SECTION 3. This ordinance shall be in force and effect from and after its passage.

### *Zoning Classification of Annexed Area*

WHEREAS, The Corporate Authorities of the City of Chicago, have by ordinance annexed certain lands as hereinafter described; and

WHEREAS, The Department of Development and Planning pursuant to the provisions of Article 5.4 of the Comprehensive Zoning Amendment of the City of Chicago, has reviewed said annexation and made certain recommendations concerning zoning of said territory; now, therefore,

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the territory described as follows:

All of Lots Thirteen (13), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18) and

Nineteen (19) in Frederick H. Bartlett's Irving Park Farms Subdivision of part of Lot Six (6) in Assessor's Division of the West Half (W.½) of Fractional Section Eighteen (18), Township Forty (40) North, Range Twelve (12) East of the Third Principal Meridian; also the Westerly Half (W'ly. ½) of Valor Road lying Easterly of and adjoining said Lot Thirteen (13) and the Northerly Half (N'ly. ½) of Irving Park Road lying Southerly of and adjoining said Lots Fifteen (15) to Nineteen (19) inclusive, all in Cook County, Illinois, be and are hereby zoned R1 Single Family Residence District.

SECTION 2. That this ordinance shall be in force and effect from and after its passage and filing of the annexation ordinance concerning said lands hereinbefore described.

## *Annexation of Territory*

WHEREAS, The territory hereinafter described lies within unincorporated territory, containing sixty (60) acres or less, is wholly bounded by the City of Chicago, and is situated in the County of DuPage and State of Illinois; and

WHEREAS, The City Council of the City of Chicago hereby declares that all steps, proceedings, and actions proper for the purpose of authorizing the annexation of said territory to the City of Chicago have been complied with according to law; now, therefore,

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the territory described as follows, to wit:

All of Lot B in Addison Township Supervisor's Assessment Plat No. 1 (also known as Irving Park Farms) of part of the East Half (E.½) of the Northeast Quarter (N.E.¼) of Section Thirteen (13), Township Forty (40) North, Range Eleven (11) East of the Third Principal Meridian, also all of Rest Haven Cemetery adjoining Lot A and said Lot B in aforesaid Addison Township Supervisor's Assessment Plat No. 1, and all of Division Street lying West of and adjoining said Lot B and the Rest Haven Cemetery, all in Du Page County, Illinois, said property lying within unincorporated territory containing sixty (60) acres or less and being wholly bounded by the City of Chicago, be and the same is hereby annexed to the City of Chicago and incorporated within the boundaries of the 38th Ward.

SECTION 2. The City Clerk is hereby directed to file in the Office of the Recorder of Deeds of DuPage County, Illinois, in the manner and form and at the time prescribed by statute in such case made and provided, a certified copy of this ordinance, and a proper map of the territory hereby annexed, duly certified by the Mayor and City Clerk.

SECTION 3. This ordinance shall be in force and effect from and after its passage.

## *Zoning Classification of Annexed Area*

WHEREAS, The Corporate Authorities of the City of Chicago, have by ordinance annexed certain lands as hereinafter described; and

WHEREAS, The Department of Development and Planning pursuant to the provisions of Article 5.4 of the Comprehensive Zoning Amendment of the City of Chicago, has reviewed said annexation and made certain recommendations concerning zoning of said territory; now, therefore,

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the territory described as follows:

All of Lot B in Addison Township Supervisor's Assessment Plat No. 1 (also known as Irving Park Farms) of part of the East Half (E.½) of the Northeast Quarter (N.E.¼) of Section Thirteen (13), Township Forty (40) North, Range Eleven (11) East of the Third Principal Meridian, also all of Rest Haven Cemetery adjoining Lot A and said Lot B in aforesaid Addison Township Supervisor's Assessment Plat No. 1, and all of Division Street lying West of and adjoining said Lot B and the Rest Haven Cemetery, all in Du Page County, Illinois be and are hereby zoned R1 Single Family Residence District.

SECTION 2. That this ordinance shall be in force and effect from and after its passage and filing of the annexation ordinance concerning said lands hereinbefore described.

## *Annexation of Territory*

WHEREAS, The property hereinafter described is unincorporated, contains sixty (60) acres or less, and is wholly bounded by the City of Chicago and the Village of Bensenville, and is situated in the County of DuPage and State of Illinois; and

WHEREAS, The City Council of the City of Chicago hereby declares that all steps, proceedings, and actions proper for the purpose of authorizing the annexation of said territory to the City of Chicago have been complied with according to law; now, therefore,

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the territory described as follows, to wit:

A triangular shaped tract of land in the Southeast corner of the West Half (W.½) of the Southwest Quarter (S.W.¼) of Section Twelve (12), Township Forty (40) North, Range Eleven (11) East of the Third Principal Meridian, lying Southerly of the former right of way of the Chicago, Milwaukee, St. Paul and Pacific Railroad as conveyed to the City of Chicago and recorded in the Office of the Recorder of Deeds of Du Page County, Illinois, on March 29, 1956, as Document No. 794512, said property lying within unincorporated territory containing sixty (60) acres or less and being wholly surrounded by the City of Chicago and the Village of Bensenville, be and the same is hereby annexed to the City of Chicago and incorporated within the boundaries of the 38th Ward.

SECTION 2. The City Clerk is hereby directed to file in the Office of the Recorder of Deeds of DuPage County, Illinois, in the manner and form and at the time prescribed by statute in such case made and provided, a certified copy of this ordinance, and a proper map of the territory hereby annexed, duly certified by the Mayor and City Clerk.

SECTION 3. This ordinance shall be in force and effect from and after its passage.

## *Zoning Classification of Annexed Area*

WHEREAS, The Corporate Authorities of the City of Chicago, have by ordinance annexed certain lands as hereinafter described; and

WHEREAS, The Department of Development and Planning pursuant to the provisions of Article 5.4 of the Comprehensive Zoning Amendment of the City of Chicago, has reviewed said annexation and made certain recommendations concerning zoning of said territory; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the territory described as follows:

> A triangular shaped tract of land in the Southeast corner of the West Half (W.½) of the Southwest Quarter (S.W.¼) of Section Twelve (12), Township Forty (40) North, Range Eleven (11) East of the Third Principal Meridian, lying Southerly of the former right of way of the Chicago, Milwaukee, St. Paul and Pacific Railroad as conveyed to the City of Chicago and recorded in the Office of the Recorder of Deeds of DuPage County, Illinois, on March 29, 1956, as Document No. 794512 be and are hereby zoned M1-1 Restricted Manufacturing District.

SECTION 2. That this ordinance shall be in force and effect from and after its passage and filing of the annexation ordinance concerning said lands hereinbefore described.

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## Execution and Filing of Agreement and Ordinance Authorized with State of Illinois for Participation in Topics Program under Section 10 of Federal-Aid Highway Act of 1968.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance together with agreement transmitted therewith:

On motion of Alderman Keane the said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Fifielski, Kerwin, O'Rourke, Sperling—43.

*Nays*—None.

The following is said ordinance as passed:

WHEREAS, The Congress of the United States is authorized by the Federal-Aid Highway Act of 1968 to appropriate certain funds for traffic operations improvements in urban areas; and

WHEREAS, The State of Illinois and the City of Chicago desire to cooperate and participate in a Traffic Operations Program to Increase Capacity and Safety, hereinafter referred to as Topics, established and implemented by the Federal Bureau of Public Roads; and

WHEREAS, The City of Chicago recognizes the existence of traffic congestion and safety problems on the network of streets within the City of Chicago and the probability that a systematic appraisal of these problems through the application of traffic engineering principles will be of benefit in their solution; and

WHEREAS, The Federal Bureau of Roads has published regulations for the implementation of said Topics program; and

WHEREAS, The City of Chicago agrees to prepare, in cooperation with the State of Illinois, a "work program" for a Topics program to be conducted in accordance with regulations as set forth by the Federal Bureau of Roads; and

WHEREAS, The City of Chicago agrees to fulfill its responsibilities under said program and to appropriate such funds as may be necessary for the completion of said Topics program; and

WHEREAS, The City of Chicago agrees that, prior to the authorization of any Federal-Aid project instituted by the Topics program, certain assurances will be given by the City of Chicago to comply with regulations set forth by the United States Department of Transportation, Federal Highway Administration, Bureau of Public Roads; and

WHEREAS, The State of Illinois agrees to cooperate with and advise the City of Chicago and its representatives in the preparation of the work program and in the conduct of the Topics Study; and

WHEREAS, The State of Illinois agrees to review and submit to the Bureau of Public Roads for approval all documents requiring such approval under Federal Regulations; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Mayor of the City of Chicago is authorized to execute and file an agreement between the City of Chicago and the State of Illinois pursuant to the provisions of the Topics program (Section 10 of Federal-Aid Highway Act of 1968).

SECTION 2. This ordinance shall be in force and effect from and after its passage.

The following is said agreement attached to the foregoing ordinance:

Providing for a Traffic Operations Program
to Increase Capacity and Safety

This agreement entered into this 9th day of July, A.D. 1969, by and between the City of Chicago, a municipal corporation of the State of Illinois, hereinafter called the Municipality, and the State of Illinois, acting by and through its Department of Public Works and Buildings, Division of Highways, hereinafter called the State;

WITNESSETH:

Whereas, the Municipality recognizes the existence of traffic congestion and safety problems on the network of streets within the Municipality and the probability that a systematic appraisal of these problems through the application of traffic engineering principles will be of benefit in their solution; and

Whereas, the Congress of the United States, in the Federal Highway Act of 1968, has authorized the appropriation of certain funds for traffic operations improvements in urban areas; and

Whereas, the Federal Bureau of Public Roads has published regulations for the implementation of this program in Policy and Procedure Memorandum 21-18 dated January 17, 1969, titled "Urban Traffic Operations Program to Increase Capacity and Safety", attached hereto as Exhibit "A" and hereinafter referred to as PPM 21-18; and

Whereas, the Municipality and the State desire to cooperate and participate in a Traffic Operations Program to Increase Capacity and Safety, hereinafter referred to as Topics, in accordance with the provisions of PPM 21-18;

Now, Therefore, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The Municipality agrees to prepare, in cooperation with the State, a work program for a Topics study to be conducted in accordance with PPM 21-18. This work program shall, to the greatest extent possible, make use of data available in the Chicago Area Transportation Study.

2. The Municipality agrees to fulfill its responsibilities under the work program and to appropriate such funds as may be necessary for the completion of the Topics study under the terms of this or other future agreements or contracts.

3. The Municipality agrees that, prior to the authorization of any Federal-aid Project growing out of the Topics study, certain assurances as required by PPM 21-18 and other Federal regulations will be given. These include, but may not be limited to, assurances with regard to (1) the establishment or continuation of a traffic engineering unit or other arrangement for the maintenance of completed improvements as required by paragraph 8.b. of PPM 21-18; (2) the maintenance of local traffic regulations as required by paragraph 8.c. of the PPM, and (3) the agreement on enforcement jurisdiction as required by paragraph 8.d. of the PPM.

4. The State agrees to cooperate with and advise the Municipality and its representatives in the preparation of the work program and in the conduct of the Topics study. All State records, maps, reports, etc., of value to the study will be made available to the Municipality at no cost.

5. The State agrees to review and submit to the Bureau of Public Roads for approval all documents requiring such approval under Federal regulations.

[Signature forms and Exhibit "A" omitted]

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## First Amendment Authorized to Lease Agreement with United Air Lines, Inc. for Basement Space in Terminal Building No. 2 at Chicago-O'Hare International Airport.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Aviation and the City Comptroller, subject to approval as to form and legality of the Corporation Counsel, are authorized to execute in behalf of the City of Chicago an amendment to agreement with United Air Lines, Inc., as passed by the City Council on January 30, 1968, (C.J.P. pp. 2212-2213) said amendment to be in the following form:

FIRST AMENDMENT TO AGREEMENT
BETWEEN THE CITY OF CHICAGO AND
UNITED AIR LINES, INC.

This Agreement made and entered into, this ........................ day of ..........................., A.D., 19 ........ by and between the City of Chicago, a municipal corporation of the State of Illinois, hereinafter referred to as "Landlord" and United Air Lines, Inc., hereinafter referred to as "Tenant".

WITNESSETH:

Whereas, Landlord and Tenant have heretofore entered into an agreement under date of January 30, 1968, authorized by City Council January 30, 1968 (C.J.P. pp. 2212-2213) as amended under dates of .................................. (C.J.P. p. ...........................), hereinafter referred to as "said agreement", in and by which Landlord among other provisions granted to Tenant certain privileges or premises to be occupied and used for the purposes therein stated, located at Chicago-O'Hare International Airport in the City of Chicago, Counties of Cook and DuPage, and State of Illinois;

Now, therefore, Landlord, in consideration of the provisions and conditions set forth in said agreement, does hereby amend said agreement, and Tenant hereby accepts said privileges or premises therein set forth and upon the terms, conditions and provisions set forth and stated therein (to which reference is hereby made, and which the parties agree will be incorporated, and shall be considered to be incorporated herein, by this reference thereto) except insofar and only insofar as said privileges, premises, terms, conditions and provisions are modified, changed, or amended by the further provisions of this agreement.

It is hereby further agreed that the sole modifications of, changes in, and amendments to, said agreement, which are hereby made therein, and which shall be applicable to all renewals and extensions as may be made and provided for therein, as follows:

1. Article VIII, under General Conditions, appearing on pages 6 and 7 of said agreement, reading as follows:

*"Article VIII"*

"In the event the premises or the building of which the premises are a part shall be damaged or destroyed by fire or other casualty, the same may be promptly repaired or rebuilt by Landlord at its expense as soon as funds are available but Landlord shall not be obligated to repair, rebuild, restore or replace any fixtures, equipment, displays or other property installed by Tenant pursuant to this agreement. Provided, however, that Landlord may elect, at its sole option, not to repair or reconstruct the premises or the building, of which the premises are a part, and upon written notice of such election from Landlord to Tenant the obligation of Tenant to pay rent shall cease and this agreement shall thereupon terminate."

shall be and the same is hereby modified, changed, and amended to read as follows:

*Article VIII*

Landlord agrees that in the event the premises or the building of which the premises are a part shall be damaged or destroyed by fire or other casualty, that it shall elect within sixty (60) days of such fire or other casualty whether it will repair or rebuild said premises or not repair or rebuild same and terminate the lease under the provisions of Article VIII of the Agreement. In the event the premises are rendered untenantable by such fire or other casualty, rent shall abate from the time of such fire or other casualty until the premises are repaired or rebuilt so as to become tenantable for the purposes contemplated by the lease, should the Landlord elect to repair or rebuild the premises, or until the lease is terminated, should the Landlord elect not to repair or rebuild the premises and to terminate the lease.

2. The third paragraph of Article XI, under General Conditions, appearing on pages 8 and 9 of said agreement, reading as follows:

"If default to be made in the payment of the rent, or other charges herein reserved, or of any installment thereof, as herein provided, Tenant does hereby irrevocably constitute any attorney of any Court of Record in this State, attorney for it and in its name, from time to time, to waive the issuance of process and service thereof, to waive trial by jury, to confess judgment in favor of Landlord and against Tenant for the amount of rent which may be then due, by virtue of the terms hereof, or of any extensions or renewals hereof, or by virtue of any holdover after the termination hereof, and which may be in default, as aforesaid, together with the costs of such proceedings and for said purposes to file in said cause his cognovit thereof, and to make an agreement in said cognovit, or elsewhere, waiving and releasing all errors which may intervene in any such proceeding and waiving and releasing all right of appeal and right to writ of error, and consenting to an immediate execution upon such judgment, and Tenant hereby confirms all that said attorney may lawfully do by virtue hereof. Landlord shall have a first lien on Tenant's interest hereunder, and on Tenant's property now or hereafter located in said premises, or elsewhere, to secure the payment of all moneys due hereunder, which lien may be foreclosed in equity and in case of any such foreclosure proceeding, a receiver shall be appointed to take possession of said premises and property and relet the premises under order of court."

shall be and the same is hereby deleted in its entirety.

It is, therefore, agreed that except solely as hereinabove modified, changed and amended, the privileges, premises, terms, conditions and provisions of said agreement shall apply to, and shall govern, this amendment of said agreement and any and all further renewals or extensions thereof for any subsequent period which may be affected or made under and in accordance therewith.

Execution of this amendment authorized by ordinance of the City Council of the City of Chicago passed on the .......................... day of ....................., 19........, (C.J.P. pp. ...............................................).

In Witness Whereof, the parties hereto have caused this instrument to be executed under their respective seals on the day and year first above written.

[Signature forms omitted]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Fifielski, Kerwin, O'Rourke, Sperling—43.

*Nays*—None.

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## First Amendment Authorized to Lease Agreement with Miller Airlines for Joint Use of Office and Counter Space in Terminal Building at Merrill C. Meigs Field.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Aviation and the City Comptroller, subject to approval as to form and legality of the Corporation Counsel, are authorized to execute on behalf of the City of Chicago, an amendment to an agreement with Miller Airmotive, Inc., d/b/a Miller Airlines, at Merrill C. Meigs Field, passed by the City Council on November 15, 1968, (C.J.P. pp. 3736-3738), said amendment to be in the following form:

FIRST AMENDMENT TO AGREEMENT
BETWEEN THE CITY OF CHICAGO
AND MILLER AIRMOTIVE, INC.

This Agreement made and entered into, this.... day of .............., A.D. 19... by and between the City of Chicago, a municipal corporation of the State of Illinois, hereinafter referred to as "Landlord" and Miller Airmotive, Inc. d/b/a Miller Airlines, hereinafter referred to as "Tenant".

WITNESSETH:

Whereas, Landlord and Tenant have heretofore entered into an agreement under date of November 15, 1968, authorized by City Council November 15, 1968 (C.J.P. pp. 3736-3738), as amended under dates of ......... (C.J.P. p.....), hereinafter referred to as "said agreement", in and by which Landlord, among other provisions granted to Tenant, certain privileges or premises to be occupied and used for the purposes therein stated, located at Merrill C. Meigs Field in the City of Chicago, Counties of Cook and DuPage, and State of Illinois;

Now, Therefore, Landlord, in consideration of the provisions and conditions set forth in said agreement, does hereby amend said agreement, and Tenant hereby accepts said privileges or premises therein set forth and upon the terms, conditions and provisions set forth and stated therein (to which reference is hereby made, and which the parties agree will be incorporated, and shall be considered to be incorporated herein, by this reference thereto) except insofar and only insofar as said privileges, premises, terms, conditions and provisions are modified, changed, or amended by the further provisions of this agreement.

It is hereby further agreed that the sole modifications of, changes in, and amendments to, said agreement, which are hereby made therein, and which shall be applicable to all renewals and extensions as may be made and provided for therein, are as follows:

1. That paragraph, appearing on page 13 of Part II—Special Conditions of Said Agreement, reading as follows:

"4. *Term*

The term of this agreement shall be for a period of one (1) year commencing on November 15, 1968, the date of approval of ordinance by the City Council of the City of Chicago. It is understood and agreed that, notwithstanding the above term, either party may cancel this agreement upon thirty days notice to the party in writing of its election so to do."

shall be and is hereby modified, changed and amended to read as follows:

4. *Term*

The term of this agreement shall be for a period of one (1) year commencing on November 15, 1969, and terminating on November 14, 1970. It is understood and agreed that, notwithstanding the above term, either party may cancel this agreement upon thirty (30) days notice to the other party of its election so to do.

It is, therefore, agreed that except solely as hereinabove modified, changed and amended, the privileges, premises, terms, conditions and provisions of said agreement shall apply to, and shall govern, this amendment of said agreement and any and all further renewals or extensions thereof for any subsequent period which may be affected or made under and in accordance therewith.

This agreement was authorized by the City Council of the City of Chicago on the ...... day of ..............., 19.... (C.J.P. pp. .......).

In Witness Whereof, the parties hereto have caused this instrument to be executed under their respective seals on the day and year first above written.

[Signature forms omitted]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Fifielski, Kerwin, O'Rourke, Sperling—43.

*Nays*—None.

## First Amendment Authorized to Lease Agreement with Wright Air Lines, Inc. for Joint Use of Office and Counter Space in Terminal Building at Merrill C. Meigs Field.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Aviation and the City Comptroller, subject to approval as to form and legality of the Corporation Counsel, are authorized to execute in behalf of the City of Chicago an Amendment to Agreement for Joint-Use Space with Wright Air Lines, Inc., at Merrill C. Meigs Field, said Amendment to be in the following form:

FIRST AMENDMENT TO AGREEMENT
BETWEEN THE CITY OF CHICAGO AND
WRIGHT AIR LINES, INC.

This Agreement made and entered into, this.... day of ............., A.D. 19... by and between the City of Chicago, a municipal corporation of the State of Illinois, hereinafter referred to as "Landlord" and Wright Air Lines, Inc., hereinafter referred to as "Tenant".

WITNESSETH:

Whereas, Landlord and Tenant have heretofore entered into an agreement under date of September 11, 1968, authorized by City Council September 11, 1968 (C.J.P. pp. 3546-3547), hereinafter referred to as "said agreement", in and by which Landlord, among other provisions granted to Tenant, certain privileges or premises to be occupied and used for the purposes therein stated, located at Merrill C. Meigs Field in the City of Chicago, Counties of Cook and DuPage, and State of Illinois;

Now, Therefore, Landlord, in consideration of the provisions and conditions set forth in said agreement, does hereby amend said agreement, and Tenant hereby accepts said privileges or premises therein set forth and upon the terms, conditions and provisions set forth and stated therein (to which reference is hereby made, and which the parties agree will be incorporated, and shall be considered to be incorporated herein, by this reference thereto) except in so far and only in so far as said privileges, premises, terms, conditions and provisions are modified, changed, or amended by the further provisions of this agreement.

It is hereby further agreed that the sole modifications of, changes in, and amendments to, said agreement, which are hereby made therein, and which shall be applicable to all renewals and extensions as may be made and provided for therein, are as follows:

1. That paragraph, appearing on page 13 of Part II—Special Conditions of said Agreement, reading as follows:

"4. *Term*

The term of this agreement shall be for a period of one (1) year commencing on September 11, 1968, the date of approval of ordinance by the City Council of the City of Chicago. It is understood and agreed that, notwithstanding the above term, either party may cancel this agreement upon thirty (30) days notice to the other party in writing of its election so to do."

shall be and is hereby modified, changed and amended to read as follows:

4. *Term*

The term of this agreement shall be for a period of one (1) year commencing on September 11, 1969, and terminating on September 10, 1970. It is understood and agreed that, notwithstanding the above term, either party may cancel this agreement upon thirty (30) days written notice to the other party of its election so to do.

It is, therefore, agreed that except solely as hereinabove modified, changed and amended, the privileges, premises, terms, conditions and provisions of said agreement shall apply to, and shall govern, this amendment of said agreement and any and all further renewals or extensions thereof for any subsequent period which may be affected or made under and in accordance therewith.

This agreement was authorized by the City Council of the City of Chicago on the ...... day of ..................., 19..., (C.J.P. pp.....).

In Witness Whereof, the parties hereto have caused this instrument to be executed under their respective seals on the day and year first above written.

[Signature forms omitted]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Fifielski, Kerwin, O'Rourke, Sperling—43.

*Nays*—None.

### Ordinance Amended to Include Chicago Atlas with Sale of City Maps; to Standardize Types of Prints of Other Maps and Adjust Prices Therefor, Etc.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

WHEREAS, An ordinance was passed by the City Council of the City of Chicago on January 12, 1938, appearing on page 5099 of the Journal of the Proceedings of the City Council of said date, authorizing the sale of certain city maps by the Bureau of Maps and Plats; and said ordinance was amended September 29, 1948 appearing on Pages 2914 and 2915 of the Journal of the Proceedings of the City Council and was further amended December 11, 1952, appearing on Page 3532 of the Journal of the Proceedings of the City Council; and

WHEREAS, It is desired to include in the sale of city maps an Atlas of the City of Chicago and individual pages of said atlas; and

WHEREAS, It is desired to standardize the type of prints for sale and adjust the prices accordingly; and

WHEREAS, It is necessary to eliminate the sale of the Fire Limits Map which is no longer required; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That Section 1 of said ordinance be amended to read as follows:

"Section 1. That the Commissioner of Public Works of the City of Chicago is hereby authorized to sell to the public copies of the following city maps as ordered at the prices as shown herein:

80-Acre Sheet
(copies of map atlas pages)

| | |
|---|---|
| Blue line or black line print | $2.50 |

Annexation Map
Growth of Chicago
(Three quarter inch to a mile)

| | |
|---|---|
| Blue line or black line print | 2.50 |

Wall Map
(Two and three quarter inches to a mile)

| | |
|---|---|
| Blue line or black line print | 7.00 |

Atlas of Chicago
(Five and one-half inches to a mile)

| | |
|---|---|
| Complete atlas | 7.00 |
| Blue line or black line print of individual pages | 2.00 |

Section Map
(250 feet to the inch also
one inch to a mile)

| | |
|---|---|
| Blue line or black line print | 2.00. |

SECTION 2. The Commissioner of Public Works is further authorized to sell copies of city maps as shown in Section 1 to city departments, government agencies, civic and improvement groups, libraries, educational institutions and for other special uses, at prices determined by the Commissioner.

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Fifielski, Kerwin, O'Rourke, Sperling—43.

*Nays*—None.

### Approval Given to Adjustments in Wage Rates of Certain Per Diem City Employes.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the following wage rates of per diem employes when doing work in accordance with the titles herein specified are approved:

| | *Present Rate Per Hour* | *Rate Effective June 1, 1969 Per Hour* |
|---|---|---|
| (1) Stationary Firemen | $4.45 | $4.80 |
| (2) Coal Passer | 4.325 | 4.55 |
| (3) Water Tender | 4.50 | 4.85 |
| (4) Boiler Washer | 4.50 | 4.85 |

SECTION 2. The heads of the several departments are authorized and directed to prepare and approve payrolls in accordance herewith and the City Comptroller and the City Treasurer are authorized to pass for payment payrolls in accordance herewith when properly approved.

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Fifielski, Kerwin, O'Rourke, Sperling—43.

*Nays*—None.

### City Comptroller Authorized to Accept Compromise Offers in Settlement of Certain Warrants for Collection.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

*Ordered,* That the City Comptroller is authorized in accordance with his request dated September 3, 1969 and the attached recommendations of the Corporation Counsel to accept compromise offers in settlement of various warrants for collection as follows:

| *Year* | *Warrant Number* | *Amount* | *Compromise Offer* |
|---|---|---|---|
| 1969 | D-98778 | $205.21 | $102.60 |
| 1969 | D-98705 | 262.64 | 131.32 |
| 1969 | D-98801 | 602.69 | 301.34 |
| 1968 | D-98484 | 137.34 | 103.00 |
| 1969 | F-1773 | 134.94 | 101.20 |
| 1969 | F-2528-A | 143.40 | 71.70 |
| 1969 | F-2565-A | 55.30 | 27.65 |
| 1969 | F-2715 | 50.99 | 25.49 |
| 1969 | F-2975 | 85.50 | 62.00 |
| 1969 | F-3079-A | 61.23 | 30.61 |
| 1969 | F-3092-A | 41.70 | 20.85 |
| 1969 | F-3144-A | 206.70 | 103.35 |
| 1969 | F-3086A | 27.44 | 13.72 |
| 1969 | F-3094-A | 50.40 | 25.20 |
| 1968 | E-5 | 27,943.73 | 21,000.00 |
| 1968 | H-179 | 348.27 | 220.00; |

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Fifielski, Kerwin, O'Rourke, Sperling—43.

*Nays*—None.

### City Comptroller Authorized to Cancel Certain Uncollectible Warrants for Collection.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

> *Ordered,* That the City Comptroller is authorized in accordance with his request dated September 4, 1969 to cancel the uncollectible warrants for collection in the amount of $2,213.70 as listed in his communication.

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Fifielski, Kerwin, O'Rourke, Sperling—43.

*Nays*—None.

### Corporation Counsel Authorized and Directed to Institute Foreclosure Proceedings for Delinquent Special Assessments.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

> *Ordered,* That the Corporation Counsel is authorized and directed to file foreclosure proceedings on account of delinquent special assessments against the parcels of property shown on the following tabulation, and the Committee on Finance is directed to transmit all documents in connection with said requests to the Corporation Counsel for action:

| *Parcel* | *Location* | *Owner* |
|---|---|---|
| | 8801 S. Euclid Avenue | Julian R. Hansen |
| | 5220 S. Knox Avenue | Renault St. Laurent |
| | 11716 S. Watkins Avenue | South Chicago Savings Bank, Trustee, Tr. 11-885 |
| | 11805 S. Watkins Avenue | The National Bank of Albany Park, Trust 11-1235 |
| | 11813 S. Watkins Avenue | South Chicago Savings Bank, Trustee, Trust No. 11-609 |
| 1 | 11713-15 S. Watkins Avenue | Ada Sills |
| 2 | 1812-14 W. 117th Place | Ada Sills |
| 3 | 11749 S. Watkins Avenue | Ada Sills |
| 4 | 1844 W. 118th Street | Ada Sills - John Hennessey |
| 5 | 1804 W. 118th Street | Ada Sills |
| 6 | 11653 Watkins Avenue | Ada Sills |
| 7 | 11839 S. Wolcott Avenue | Ada Sills |
| 8 | 11816-20 S. Honore Street | Ada Sills |
| 9 | 11801-05 S. Honore Street | Ada Sills and Ann McCutcheon |
| 10 | 1258 W. 61st Street | Ada Sills |
| 11 | 1657-59 W. Grand Avenue | Everlock Chicago, Inc. |

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Fifielski, Kerwin, O'Rourke, Sperling—43.

*Nays*—None.

### City Comptroller Authorized and Directed to Cancel Warrants for Collection Issued against Certain Charitable, Educational and Religious Institutions.

The Committee on Finance to which had been referred (September 5, 1969) sundry proposed orders for cancellations of certain warrants for collection issued against specified charitable, educational and religious institutions, submitted reports recommending that the City Council pass the following substitute proposed order:

> *Ordered,* That the City Comptroller is hereby authorized and directed to cancel specified warrants

for collection issued against certain charitable, educational and religious institutions, as follows:

| *Name and Address* | *Warrant No. and Type of Inspection* | *Amount* |
|---|---|---|
| A.B.C. Youth Center, No. 3415 W. 13th Pl. | D1-15148 (Sign) | $ 15.00 |
| | F4-19932 (Mech. Vent.) | 4.75 |
| Bernard Horwich Jewish Community Center, No. 3003 W. Touhy Av. | F4-23047 (Mech. Vent.) | 126.50 |
| Cermak Baptist Church, No. 2042 W. Cermak Rd. | D1-16040 (Sign) | 15.00 |
| Chicago Youth Center, No. 1530 S. Hamlin Av. | D1-14797 (Sign) | 15.00 |
| | F4-20023 (Mech. Vent.) | 4.75 |
| Drexel Home, Inc. (Home for Aged Jews), No. 6140 S. Drexel Av. | A1-4540 (Elev.) | 57.50 |
| Horwich Center, No. 3001 W. Touhy Av. | C2-47030 (Refrig.) | 65.00 |
| Lawndale Youth Center, No. 3952 W. Cermak Rd. | F4-20054 (Mech. Vent.) | 5.75 |
| Lower North Center, No. 1000 N. Sedgwick St. | F4-17725 (Mech. Vent.) | 4.75 |
| Mayer Kaplan Jewish Community Center, Nos. 2959-2961 W. Peterson Av. | F4-22322 (Mech. Vent.) | 4.75 |
| Norwood Park Home, No. 6016 N. Nina Av. | A1-7983 (Elev.) | 23.00 |
| The South Side Hebrew Congregation, No. 7359 S. Chappel Av. | A1-755 (Elev.) | 11.50 |
| Twentieth Church of Christ, Scientist, No. 6320 N. Sacramento Av. | F4-22959 (Mech. Vent.) | 4.75 |
| | A1-8412 (Elev.) | 11.50 |
| The Washington and Jane Smith Home, No. 2340 W. 113th Pl. | A1-8220 (Elev.) | 57.50 |
| Y.M.C.A., Nos. 3600-3604 W. Fullerton Av. | B1-12176 (Bldg.) | 19.25 |
| | F4-22233 (Mech. Vent.) | 24.15 |
| | A1-8258 (Elev.) | 11.50. |

On motion of Alderman Keane the foregoing substitute proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Fifielski, Kerwin, O'Rourke, Sperling—43.

*Nays*—None.

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## Authority Granted for Issuance of Free Permits, License Fee Exemptions and Cancellation of Water Rates for Certain Charitable, Educational and Religious Institutions.

The Committee on Finance to which had been referred (May 14, June 23, July 29 and September 5, 1969) sundry proposed ordinances transmitted therewith to authorize issuance of free permits, license and inspection fee exemptions and cancellation of water rates for certain charitable, educational and religious institutions, submitted reports recommending that the City Council pass said substitute proposed ordinances.

On separate motions made by Alderman Keane *each* of the said proposed ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Fifielski, Kerwin, O'Rourke, Sperling—43.

*Nays*—None.

Said ordinances as passed read respectively as follows (the Italic heading in each case not being a part of the ordinance):

### FREE PERMITS

### *Antioch Missionary Baptist Church*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Commissioner of Buildings, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Water and Sewers and the Commissioner of Health, are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to the Antioch Missionary Baptist Church for the construction of an addition to existing church building on the premises known as No. 415 W. Englewood Avenue.

Said building shall be used exclusively for religious and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

### *The Catholic Bishop of Chicago (Christ the King Elementary School)*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Commissioner of Buildings, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Water and Sewers and the Commissioner of Health, are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to The Catholic Bishop of Chicago (Christ the King Elementary School), No. 9235 S. Hamilton Avenue, for the construction of four portable school buildings on the premises known as northeast corner of W. 93rd Street and S. Hoyne Avenue.

Said buildings shall be used exclusively for religious and educational purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

### *Hope Lutheran Church*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Buildings, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Water and Sewers and the Commissioner of Health, are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Hope Lutheran Church for remodeling existing church building and for construction of an addition thereto for use as a bible nursery and reading room, for all electrical work, and for the use of water in conjunction with such project, on the premises known as No. 6400 S. Washtenaw Avenue.

Said building shall be used exclusively for religious and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

### *Illinois Masonic Medical Center*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Buildings, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Water and Sewers and the Commissioner of Health, are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to the Illinois Masonic Medical Center, No. 911 W. Wellington Avenue, for electrical installations on the following premises:

No. 906 W. Oakdale Avenue,
No. 880 W. Wellington Avenue,
No. 850 W. Wellington Avenue,
No. 848 W. Nelson Street,
No. 830 W. Nelson Street,
No. 3000 N. Wilton Avenue, and
No. 911 W. Wellington Avenue.

Said buildings shall be used exclusively for medical and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

### *Rising Sun Baptist Church*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Buildings, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Water and Sewers and the Commissioner of Health, are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Rising Sun Baptist Church for the remodeling of existing church building on the premises known as Nos. 9015-9017 S. Buffalo Avenue.

Said building shall be used exclusively for religious and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

### *Saint Matthew Methodist Church*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Buildings, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Water and Sewers and the Commissioner of Health, are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Saint Matthew Methodist Church, No. 1000 N. Orleans Street, for the construction of a new church building and a parking lot and also for the use of water in conjunction therewith, on the premises known as Nos. 933-939 N. Orleans Street and Nos. 1000-1020 N. Orleans Street.

Said building shall be used exclusively for religious and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

## LICENSE FEE EXEMPTIONS

### *Day Care Centers*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care centers, which are not operated for gain but where a charge is made for the care of children, are hereby exempted from the payment of the license fee for the current license period, which expires April 30, 1970:

Midwest Montessori Teacher Training Center, No. 1010 W. Chicago Av.

The Parent School, No. 737 W. Wrightwood Av.

Potential School for Exceptional Children, Inc., No. 2206 E. 73rd St.

Rogers Park Montessori School, No. 6556 N. Lakewood Av.

Southwest Cooperative Pre-School, No. 3500 W. 63rd Pl.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

### *Dispensaries*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 118-5 of the Municipal Code of Chicago, the following dispensaries that are not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the dispensary license fee for the year 1969:

Community Health Center of Englewood, No. 140 W. 62nd St.

Robert Taylor Clinic Facilities, No. 37 W. 47th St.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

## CANCELLATION OF WATER RATES

### *The Orleans Baptist Church*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 185-47 of the Municipal Code of Chicago, the Commissioner of Water and Sewers is hereby authorized and directed to cancel water rates in the amount of $5.19 assessed against The Orleans Baptist Church, No. 9108 S. Cottage Grove Avenue.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

### Authority Granted for Issuance of Certificates of Cancellation and a Quitclaim Deed in Settlement of City's Special-Assessment Claims against Specified Parcels of Property.

The Committee on Finance submitted a report recommending that the City Council pass nineteen proposed ordinances transmitted therewith, to authorize settlement of City's special-assessment claims against specified parcels of property.

On separate motions made by Alderman Keane *each* of the said proposed ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Fifielski, Kerwin, O'Rourke, Sperling—43.

*Nays*—None.

Said ordinances as passed read respectively as follows (the Italic heading in each case not being a part of the ordinance):

*Compromise Settlement with Carmella Esposito*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $124.00, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Carmella Esposito, to compromise the City's claim for the sum of $140.00, which has been recommended by the Committee on Finance; therefore,

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Comptroller on delivery to him of $140.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Carmella Esposito, certificates of cancellation of special assessment liens against:

Lot One (1) Block Thirteen (13) Morris and Others Subdivision, West half (W½) Southwest quarter (SW¼) of Section 18, Township 39 North, Range 14 East of the Third Principal Meridian;

for the nonpayment of the Flat Installment of Special Assessment Warrant No. 53238.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

*Compromise Settlement with John A. Hennessey (No. 5817 S. Bishop St.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $48.00, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from John A. Hennessey, to compromise the City's claim for the sum of $55.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $55.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said John A. Hennessey, certificates of cancellation of special assessment liens against:

Lot Fourteen (14) Block Eight (8) Snow & Dickinson's Garfield Boul. Addition to Dr. Snowden's Subdivision, Southwest quarter (SW¼) Northwest quarter (NW¼) and Northwest quarter (NW¼) Northwest quarter (NW¼) Section 17, Township 38 North, Range 14 East of the Third Principal Meridian;

for the nonpayment of Flat Installment of Special Assessment Warrant No. 50876.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

*Compromise Settlement with John A. Hennessey (No. 1215 S. Christiana Av.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $30.88, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from John A. Hennessey, to compromise the City's claim for the sum of $50.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $50.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said John A. Hennessey, certificates of cancellation of special assessment liens against:

North 24 10/12 Foot Lot Forty-seven (47) in Block One (1) Downing Corning and Prentis Douglas Park Addition to Chicago, a Subdivision of Block Four (4), and Lot Two (2) of Block Three (3) Circuit Court Partition of East half (E½) Northeast quarter (NE¼) of East half (E½) of Southeast quarter (SE¼) North of Ogden Avenue, Section 23, Township 39 North, Range 13 East of the Third Principal Meridian;

for the nonpayment of the Fourth and Fifth Installments of Special Assessment Warrant No. 50774.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

*Compromise Settlement with John A. Hennessey (No. 6640 S. Laflin St.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $75.00, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from John A. Hennessey, to compromise the City's claim for the sum of $85.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $85.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said John A. Hennessey, certificates of cancellation of special assessment liens against:

> Lot Thirty (30) in Block Three (3) in E. S. Kirkland's Subdivision of the South one-half (S½) of the Southwest quarter (SW¼) of the Northwest quarter (NW¼) of Section 20, Township 38 North, Range 14 East of the Third Principal Meridian;

for the nonpayment of the Flat Installment of Special Assessment Warrant No. 50876.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with John A. Hennessey (No. 3623 S. Lowe Av.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $68.68, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from John A. Hennessey, to compromise the City's claim for the sum of $110.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $110.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said John A. Hennessey, certificates of cancellation of special assessment liens against:

> Lot 19 of Sub. Lot 8 Hamburg being a Subdivision of Blocks 23 and 24 Canal Trustees Subdivision Sections 33-39-14;

for the nonpayment of the First, Second, Third, Fourth and Fifth Installments of Warrant No. 50816.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with John A. Hennessey (No. 1416 W. Marquette Rd.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $38.00, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from John A. Hennessey, to compromise the City's claim for the sum of $50.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $50.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said John A. Hennessey, certificates of cancellation of special assessment liens against:

> Lot Twenty-two (22) in Block One (1) E. S. Kirkland's Subdivision of South half (S½) Southwest quarter (SW¼) Northwest quarter (NW¼) Section 20 Township 38 North, Range 14 East of the Third Principal Meridian;

for the nonpayment of Flat Installment of Special Assessment Warrant No. 50876.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Alex Janoski*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $212.94, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Alex Janoski, to compromise the City's claim for the sum of $315.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $315.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Alex Janoski, certificates of cancellation of special assessment liens against:

> Lot 33 in Block 13 in Circuit Court Partition in the Southeast quarter of Section 31, Township 38 North, Range 15 East of the Third Principal Meridian, in Cook County, Illinois;

for nonpayment of the First and Second Installments of Special Assessment Warrant No. 48450; Ninth and Tenth Installments of Special Assessment Warrant No. 32866; Flat Installment of Special Assessment Warrant No. 40567; Flat Installment of Special Assessment Warrant No. 40895; First, Second, Third, Fourth and Fifth Installments of Special Assessment Warrant No. 42933.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Larry Corporation (Nos. 7230-7232 S. Champlain Av.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $62.74, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Larry Corporation, to compromise the City's claim for the sum of $90.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $90.00, and upon payment of the County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Larry Corporation, certificates of cancellation of special assessment liens against:

Lots 1 and 4 in Corey and Latham's Sub. of SW¼ of Blk. 3 in Norton's Sub. of NE¼ of NE¼ of Sec. 27-38-14;

for the nonpayment of the 3rd Installment of Special Assessment Warrant No. 50761.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Larry Corporation (No. 8635 S. Elizabeth St.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $395.18, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Larry Corporation, to compromise the City's claim for the sum of $520.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $520.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Larry Corporation, certificates of cancellation of special assessment liens against:

Lot 25 in Block 1 in Matson Hills South Englewood Addition of the South ½ of the Southeast ¼ of the Southwest ¼ of Sections 33 and 32, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

for the nonpayment of the Flat Installment of Special Assessment Warrant No. 48318; First Installment of Special Assessment Warrant No. 48561 and the First, Second, Third, Fourth and Fifth Installments of Special Assessment Warrant No. 48610.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Larry Corporation (No. 2636 S. Wells St.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $189.52, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Larry Corporation, to compromise the City's claim for the sum of $250.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $250.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Larry Corporation, certificates of cancellation of special assessment liens against:

Lot 16 in Hodges Subdivision of Block 2 in Sherman and Others Subdivision in Section 28, Township 39 North, Range 14 East of the Third Principal Meridian;

for the nonpayment of First, Second, Third, Fourth and Fifth Installments of Special Assessment Warrant No. 50757; Flat Installment of Special Assessment Warrant No. 51638 and First Installment of Special Assessment Warrant No. 51578.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Harvey Melinger*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $39.54, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Harvey Melinger, to compromise the City's claim for the sum of $80.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $80.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Harvey Melinger, certificates of cancellation of special assessment liens against:

Lot Thirty (30) in Sam Brown Jr. Belmont Avenue Subdivision of North half (N½) Northwest quarter (NW¼) Northwest quarter (NW¼) Northeast quarter (NE¼) Section 30, Township 40 North, Range 14 East of the Third Principal Meridian;

for the nonpayment of Flat Installment of Special Assessment Warrant No. 51910; and the First, Second, Third, Fourth and Fifth Installments of Special Assessment Warrant No. 51908.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Raymond H. Nordine*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $116.78, and an application has been filed with the City of Chicago to foreclose the lien of special assessment hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Raymond H. Nordine, to compromise the City's claim for the sum of $175.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $175.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Raymond H. Nordine, certificates of cancellation of special assessment liens against:

> Lot 4 in Banford's Subdivision of Lots Eight (8), Nine (9), Ten (10), Eleven (11) and Twelve (12) in Subdivision of Block 1 of Hundley's Subdivision of the East half (E½) of the Southeast quarter (SE¼) of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois;

for the nonpayment of the Third Installment of Special Assessment Warrant No. 48389 and the Third Installment of Special Assessment Warrant No. 48389A.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Otto Oplatka and Frank Steck*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $471.50, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Otto Oplatka and Frank Steck, to compromise the City's claim for the sum of $500.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $500.00, and upon payment of County Clerk's concellation fees, is hereby authorized and directed to deliver to said Otto Oplatka and Frank Steck, certificates of cancellation of special assessment liens against:

> Sub-Lots One (1), Two (2) and North 3 feet of Lot Three (3) in Sub. of Lots 23 to 26 in Sub. of that part of Block Six (6) lying S. of Taylor Street in Morris and Others Sub. West half (W½) and the Southwest quarter (SW¼) of Section 18 Township 38 North, Range 14 East of the Third Principal Meridian;

for the nonpayment of the Flat Installment of Special Assessment Warrant No. 53238.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Edward R. Scribano (No. 320 S. Leavitt St.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $106.78, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Edward R. Scribano, to compromise the City's claim for the sum of $150.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $150.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Edward R. Scribano, certificates of cancellation of special assessment liens against:

> Lot 9 in Block 1, in Banks Subdivision of Lot 9, in Block 11 in Rockwell's Addition to Chicago, a Subdivision of the West half (W½) of the Northwest quarter (NW¼) of the Northwest one-quarter (NW¼) of Section 18, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

for nonpayment of the Second, Third, Fourth and Fifth Installments of Special Assessment Warrant No. 54443.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Edward R. Scribano (No. 2050 W. Ohio St.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $24.59, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Edward R. Scribano, to compromise the City's claim for the sum of $80.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $80.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Edward R. Scribano, certificates of cancellation of special assessment liens against:

> Lot 80 in Gibsons Subdivision of Block 12, in Canal Trustees Subdivision of Section 7, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

for the nonpayment of the Fourth and Fifth Installments of Special Assessment Warrant No. 46682 and the First, Second, Third, Fourth and Fifth Installments of Special Assessment Warrant No. 46682A.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Edward R. Scribano (No. 4734 S. Throop St.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $65.39, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Edward R. Scribano, to compromise the City's claim for the sum of $80.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $80.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Edward R. Scribano, certificates of cancellation of special assessment liens against:

Lot 41 in Block 1 in Foreman's Stock Yard's Addition, a Subdivision of East half (E½) of Northwest quarter (NW¼) of Northwest one quarter (NW¼) and Southeast quarter (SE¼) of Northeast quarter (NE¼) of Northwest quarter (NW¼) of Section 8, Township 38 North, Range 14 East of the Third Principal Meridian;

for the nonpayment of the Fifth Installment of Special Assessment Warrant No. 53760.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

*Compromise Settlement with Edward R. Scribano (No. 11716 S. Watkins Av.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $57.94, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Edward R. Scribano, to compromise the City's claim for the sum of $85.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $85.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Edward R. Scribano, certificates of cancellation of special assessment liens against:

North half of Lot Four (4) in Block Nine (9) in Vincennes Road Addition being a Subdivision of West half (W½) of Southeast quarter (SE¼) of Section 19, and that part lying East of Dummy Track of East half (E½) of West half (W½) of Section 19, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

for the nonpayment of the Fourth and Fifth Installments of Special Assessment Warrant No. 48317 and the First Installment of Special Assessment Warrant No. 53038.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

*Compromise Settlement with Harold Smith*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $322.32, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Harold Smith, to compromise the City's claim for the sum of $450.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $450.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Harold Smith, certificates of cancellation of special assessment liens against:

Lot Thirty-seven (37) in Block Three (3) in Lundstrom and Malenstadt's Addition to Norwood Park, being Sub-lots Nine (9) to Eleven (11) in Fred Ebinger's Subdivision in the Southwest quarter (SW¼) of Section 31, Township 41 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois;

for the nonpayment of the First and Fifth Installments of Special Assessment Warrant No. 48487; Flat Installment of Special Assessment Warrant No. 50799; Flat Installment of Special Assessment Warrant No. 51245 and the First, Second, Third and Fourth Installments of Special Assessment Warrant No. 51634.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

*Compromise Settlement with Larry Corporation (Nos. 7230-7232 S. Champlain Av.)*

WHEREAS, The City of Chicago has tax claims amounting to $969.69 against the premises hereinafter described, the original amount of which assessments total $195.24; and

WHEREAS, Other liens or incumbrances exist against said premises which bring the total of all claims to the sum of $3,306.00 and the fair value of said premises is $3,000.00; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrant involved and an offer has been received to compromise the City's claims for the sum of $210.00 which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Mayor and the City Clerk hereby are authorized and directed to execute on behalf of the City of Chicago, a quitclaim deed to Larry Corporation, or their nominee of all right, title and interest acquired by and through certain tax deeds in and to the premises described as:

Lots 1 and 4 in Casey and Latham's Subdivision of the SW¼ of Blk. 3 in Norton's Sub. of the NE¼ of the NE¼ of Sec. 27-38-14;

and the Comptroller, on delivery of $210.00 hereby is authorized and directed to deliver said quitclaim deed to Larry Corporation.

SECTION 2. This ordinance shall be in force and effect from and after its passage and approval.

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## Allocation of M.F.T. Funds Increased for Plans, Specifications, Repair of Machinery, Etc. of Existing W. Cermak Road Bridge over South Branch of Chicago River.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That Section 1 of the ordinance of September 11, 1968, page 3559 of the Council Journal, which authorized an allocation of $200,000.00 from the City's portion of the Motor Fuel Tax Funds for the preparation of plans and specifications and the repair of major structural parts and machinery on the existing bridge over the Chicago River at W. Cermak Road, be amended by deleting therefrom the amount "$200,000.00" in line 4 thereof and substituting therein the amount "$370,000.00".

SECTION 2. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when properly approved by the Commissioner of Public Works.

SECTION 3. The City Clerk is directed to transmit two certified copies of this ordinance to the Division of Highways of the Department of Public Works and Buildings of the State of Illinois through the District Engineer for District No. 10 of said Division of Highways.

SECTION 4. This ordinance shall take effect and be in force from and after its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Fifielski, Kerwin, O'Rourke, Sperling—43.

*Nays*—None.

### Allocation of M.F.T. Funds Authorized for Studies, Designs, Plans, Etc. for Location of New Bridge Crossing Main Branch of Chicago River at Fairbanks Court—Columbus Drive.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The City Comptroller and the City Treasurer, with the approval of the Department of Public Works and Buildings of the State of Illinois are authorized and directed to allocate the sum of Ten Thousand Dollars ($10,000.00) from that part of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago, for the preparation of studies, designs, plans and estimates required for the proposed location of a new bridge crossing the Main Branch of the Chicago River at Fairbanks Court-Columbus Drive.

SECTION 2. The Commissioner of Public Works is authorized to expend from said fund any sum necessary for said purposes including all work in connection with and for the preparation of necessary plans and specifications which shall be performed by employees of the Department of Public Works at rates of compensation as provided for in the annual appropriation and other expenses in connection with the project authorized hereby. At the request of the Commissioner of Public Works, upon requisition originated by the Bureau of Engineering, accompanied by the plans and specifications therefor, the City Purchasing Agent is authorized to advertise and receive bids for any work involved, or for material, supplies and equipment therefor, and at the request of the Commissioner of Public Works to enter into all necessary contracts, when approved by the Department of Public Works and Buildings of the State of Illinois.

If it should become necessary for the prosecution of the foregoing work to remove, relocate, replace and adjust any part of the water-distributing system, street-lighting system, signal and fire alarm and traffic-control systems of the City, the appropriate City Department shall perform such work after receipt of proper requisitions from the Bureau of Engineering which shall charge the cost thereof to that portion of the Motor Fuel Tax Fund allocated for the project described in this ordinance. In connection with the performance of the work herein authorized, together with the supervising, inspecting and engineering thereof, authority is hereby granted for the storage inside street limits within 500 feet of the structure being repaired or maintained, of materials, machinery, equipment, vehicles and other facilities used in connection therewith.

If it should become necessary to remove, relocate, replace and adjust any part of the equipment of any other governmental agency, such governmental agency may be requested by the Bureau of Engineering to perform such work, the cost thereof to be charged to that portion of the Motor Fuel Tax Fund allocated for the project described in this ordinance.

SECTION 3. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when properly approved by the Commissioner of Public Works.

SECTION 4. The City Clerk is hereby directed to transmit two certified copies of this ordinance to the Division of Highways of the Department of Public Works and Buildings of the State of Illinois, Springfield, Illinois, through the District Engineer for District No. 10 of said Division of Highways.

SECTION 5. This ordinance shall be in force and effect from and after its passage and approval.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Fifielski, Kerwin, O'Rourke, Sperling—43.

*Nays*—None.

### Allocation of M.F.T. Funds Increased for Plans, Specifications, Repair, Etc. of N. Michigan Avenue Viaduct South of Chicago River.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The City Comptroller and the City Treasurer, with the approval of the Department of Public Works and Buildings of the State of Illinois are authorized and directed to allocate the sum of One Hundred Sixty-five Thousand Dollars ($165,000.00) from that part of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago, for the preparation of studies, designs, plans and estimates required for the

North Michigan Avenue Viaduct south of the Chicago River.

SECTION 2. The Commissioner of Public Works is authorized to expend from said fund any sum necessary for said purposes including all work in connection with and for the preparation of necessary plans and specifications which shall be performed by employees of the Department of Public Works at rates of compensation as provided for in the annual appropriation and other expenses in connection with the project authorized hereby. At the request of the Commissioner of Public Works, upon requisition originated by the Bureau of Engineering, accompanied by the plans and specifications therefor, the City Purchasing Agent is authorized to advertise and receive bids for any work involved, or for material, supplies and equipment therefor, and at the request of the Commissioner of Public Works to enter into all necessary contracts, when approved by the Department of Public Works and Buildings of the State of Illinois.

If it should become necessary for the prosecution of the foregoing work to remove, relocate, replace and adjust any part of the water-distributing system, street-lighting system, signal and fire alarm and traffic-control systems of the City, the appropriate City Department shall perform such work after receipt of proper requisitions from the Bureau of Engineering which shall charge the cost thereof to that portion of the Motor Fuel Tax Fund allocated for the project described in this ordinance. In connection with the performance of the work herein authorized, together with the supervising, inspecting and engineering thereof, authority is hereby granted for the storage inside street limits within 500 feet of the structure being repaired or maintained, of materials, machinery, equipment, vehicles and other facilities used in connection therewith.

If it should become necessary to remove, relocate, replace and adjust any part of the equipment of any other governmental agency, such governmental agency may be requested by the Bureau of Engineering to perform such work, the cost thereof to be charged to that portion of the Motor Fuel Tax Fund allocated for the project described in this ordinance.

SECTION 3. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when properly approved by the Commissioner of Public Works.

SECTION 4. The City Clerk is hereby directed to transmit two certified copies of this ordinance to the Division of Highways of the Department of Public Works and Buildings of the State of Illinois, Springfield, Illinois, through the District Engineer for District No. 10 of said Division of Highways.

SECTION 5. This ordinance shall be in force and effect from and after its passage and approval.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Fifielski, Kerwin, O'Rourke, Sperling—43.

*Nays*—None.

## Allocation of M.F.T. Funds Authorized for Studies, Designs, Plans, Etc. for Replacement of North Avenue Bridge over North Branch of Chicago River.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The City Comptroller and the City Treasurer, with the approval of the Department of Public Works and Buildings of the State of Illinois are authorized and directed to allocate the sum of Ten Thousand Dollars ($10,000.00) from that part of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago, for the preparation of studies, designs, plans and estimates required for the North Avenue Bridge over the North Branch of the Chicago River.

SECTION 2. The Commissioner of Public Works is authorized to expend from said fund any sum necessary for said purposes including all work in connection with and for the preparation of necessary plans and specifications which shall be performed by employees of the Department of Public Works at rates of compensation as provided for in the annual appropriation and other expenses in connection with the project authorized hereby. At the request of the Commissioner of Public Works, upon requisition originated by the Bureau of Engineering, accompanied by the plans and specifications therefor, the City Purchasing Agent is authorized to advertise and receive bids for any work involved, or for material, supplies and equipment therefor, and at the request of the Commissioner of Public Works to enter into all necessary contracts, when approved by the Department of Public Works and Buildings of the State of Illinois.

If it should become necessary for the prosecution of the foregoing work to remove, relocate, replace and adjust any part of the water-distributing system, street-lighting system, signal and fire alarm and traffic-control systems of the City, the appropriate City Department shall perform such work after receipt of proper requisitions from the Bureau of Engineering which shall charge the cost thereof to that portion of the Motor Fuel Tax Fund allocated for the project described in this ordinance. In connection with the performance of the work herein authorized, together with the supervising, inspecting, and engineering thereof, authority is hereby granted for the storage inside street limits within 500 feet of the structure being repaired or maintained, of materials, machinery, equipment, vehicles and other facilities used in connection therewith.

If it should become necessary to remove, relocate, replace and adjust any part of the equipment of any other governmental agency, such governmental agency may be requested by the Bureau of Engineering to perform such work, the cost thereof to be charged to that portion of the Motor Fuel Tax Fund allocated for the project described in this ordinance.

SECTION 3. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when properly approved by the Commissioner of Public Works.

SECTION 4. The City Clerk is hereby directed to transmit two certified copies of this ordinance to the Division of Highways of the Department of Public Works and Buildings of the State of Illinois, Springfield, Illinois, through the District Engineer for District No. 10 of said Division of Highways.

SECTION 5. This ordinance shall be in force and effect from and after its passage and approval.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Fifielski, Kerwin, O'Rourke, Sperling—43.

*Nays*—None.

### Authority Granted for Acquisition of Property at No. 6312 S. Lowe Av. for Central Englewood Health Center Site.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

> *Ordered,* That the Corporation Counsel, in accordance with his recommendation of July 23, 1969, is hereby authorized to acquire the following-described property needed for the Central Englewood Health Center site, to wit:
>
> Lot 28 in Block 1 in Du Breuil's Subdivision of Lots 2 and 3 and the South 23½ feet of Lot 4, also Lots 5 to 16, both inclusive, in Block 4 of Linden Groves Subdivision, being the North West 35 acres and the South 90 acres of the North West Quarter of Section 21, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois,
>
> in the amount of one thousand eight hundred seventy-five and no/100 dollars ($1,875.00), plus court costs and the City Comptroller and the City Treasurer are authorized and directed to issue vouchers and pay the amount when approved by the Corporation Counsel from appropriations made under Fund No. 429-1320-801.

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Fifielski, Kerwin, O'Rourke, Sperling—43.

*Nays*—None.

### Authority Granted for Acquisition of Property at Nos. 629-641 W. 63rd St. for Health Center Site.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

> *Ordered,* That the Corporation Counsel, in accordance with his recommendation of July 28, 1969, is hereby authorized to acquire the following-described property needed for Health Center site, to wit:
>
> The East 159 feet of Lot 1 and the East 159 feet of Lot 4 (except the South 23.5 feet thereof) in Block 4 of Linden Grove Subdivision in the North West Quarter of Section 21, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.
>
> in the amount of one hundred six thousand and no/100 dollars ($106,000.00), and the City Comptroller and the City Treasurer are authorized and directed to pay to the County Treasurer of Cook County said amount when approved by the Corporation Counsel from appropriations made under Account No. 429-1320-801.

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Fifielski, Kerwin, O'Rourke, Sperling—43.

*Nays*—None.

### Authority Granted for Acquisition of Property at S.E. Cor. E. 79th St. and S. Dr. Martin Luther King, Jr. Dr. Needed as Site for Branch Public Library.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

> *Ordered,* That the Corporation Counsel, in accordance with his recommendation of July 28, 1969, is hereby authorized to acquire the following described property needed for Branch Library Site at E. 79th Street and S. Dr. Martin Luther King, Jr. Drive, to wit:
>
> Lots 6, 7, 8, 9 and 10 in Block 8 in Chatham Fields Subdivision of the Northeast quarter of Section 34, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois,
>
> in the amount of one hundred thousand and no/100 dollars ($100,000.00), and the City Comptroller and the City Treasurer are authorized and directed to issue vouchers and pay the amount when approved by the Corporation Counsel from appropriations made from Account No. 342-7118-610, to Chicago Title and Trust Company.

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Fifielski, Kerwin, O'Rourke, Sperling—43.

*Nays*—None.

### Negotiations Authorized for Acquisition of Property Needed for Improvement and Channelization at Intersection of S. Western Av. and W. 119th St.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

WHEREAS, The City Council of the City of Chicago on May 14, 1969, passed an ordinance, Journal of the Proceedings of the City Council of the City of Chicago of said date, page 5508, providing for an expenditure of $300,000.00 out of the City's share of the Motor Fuel Tax Fund for engineering and for the acquisition of the necessary right of way for various arterial street improvements; and

WHEREAS, The widening and channelization of W. 119th Street and S. Western Avenue is included as part of these improvements; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Public Works be granted authority to acquire the real property necessary for the channelization of the intersection of S. Western Avenue and W. 119th Street which includes the installation of new pavement, curbing, sidewalks and the adjustment of storm sewer inlets.

SECTION 2. It is desirable and necessary that the following described property be acquired by the City of Chicago for the purposes set forth in Section 1 of this ordinance:

*Parcel No. 1*

That part of Lot 37 (except the East 40 feet thereof) in Block A in Walkers Resubdivision of Blocks A, B and D in Resubdivision of Blocks A, B, C, D, E, F, I, K, L, M, N, O, Q, R, S, T, U, and V with lots 1 to 10 and lots 17 to 24 in Block G, lots 1 to 17, 24 to 32 in Block H in Morgan Park Washington Heights, according to plat in said Walkers Resubdivision recorded March 16, 1888 as document 932920 in Book 29 of Plats Page 8 in Sections 18 and 19, Township 37 North, Range 14 East of the Third Principal Meridian, described as follows:

Beginning at the Southwest corner of said lot; thence North along the West line of said lot a distance of 21.0 feet; thence Southeasterly in a straight line to a point on the West line of the East 40 feet thereof 4.2 feet north of the South line of said lot; thence South along the West line of the East 40 feet a distance of 4.2 feet to the South line of said lot; thence West along the South line of said lot a distance of 160.0 feet to the point of beginning.

*Parcel No. 2*

That part of the East 40 feet of Lot 37 in Block A in Walkers Resubdivision of Blocks A, B and D in Resubdivision of Blocks A, B, C, D, E, F, I, K, L, M, N, O, Q, R, S, T, U, and V with lots 1 to 10 and Lots 17 to 24 in Block G, Lots 1 to 17, 24 to 32 in Block H in Morgan Park Washington Heights, according to plat in said Walkers Resubdivision recorded March 16, 1888 as document 932920 in Book 29 of Plats Page 8 in Sections 18 and 19, Township 37 North, Range 14 East of the Third Principal Meridian described as follows:

Beginning at the Southeast corner of said lot; thence West along the South line of said lot to the West line of the East 40 feet of said lot; thence North along the West line of the East 40 feet a distance of 4.2 feet; thence Southeasterly in a straight line to the point of beginning.

SECTION 3. The Commissioner of Public Works is authorized and directed to obtain title information and appraisals, and to negotiate with the owners for the purchase of the property described in Section 2 of this ordinance.

In case the Commissioner of Public Works is able to agree with the owner or owners of said property or any part thereof, upon the purchase price thereof, he is authorized to purchase said property for the agreed price subject to the approval of the City Council.

SECTION 4. In case of the inability of the Commissioner of Public Works to agree with the owner or owners of said property or any part thereof, upon the purchase price thereof, or in case the owner or owners or any of them are incapable of consenting to the sale thereof, or in case the names or residences of said owner or owners are unknown, or they are non-residents of the State of Illinois, the Commissioner of Public Works shall report such facts to the Corporation Counsel. Upon receipt of such report, the Corporation Counsel shall institute and prosecute condemnation proceedings in the name of and in behalf of the City of Chicago for the purpose of acquiring title to said property under the City's right of eminent domain, and said property is hereby declared to be useful, advantageous, desirable and necessary to the City of Chicago for all the purposes set forth in this ordinance.

SECTION 5. The City Clerk is hereby directed to transmit two certified copies of this ordinance to the Division of Highways of the Department of Public Works and Buildings of the State of Illinois, Springfield, Illinois, through the District Engineer for District No. 10 of said Division of Highways.

SECTION 6. This ordinance shall take effect and be in full force from and after its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Fifielski, Kerwin, O'Rourke, Sperling—43.

*Nays*—None.

### Expenditure of M.F.T. Funds Authorized for Street-Cleaning Maintenance of Arterial Streets, County and State Highways during Year 1969.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Authority is hereby given to the Commissioner of Streets and Sanitation to expend the sum of $1,430,000.00 from that part of the Motor Fuel Tax Fund which has been or may be allocated to the City of Chicago for Street Cleaning Maintenance of Arterial Streets, County Highways and State Highways by day labor during the period commencing January 1, 1969 and ending December 31, 1969.

SECTION 2. The City Clerk is hereby directed to transmit two certified copies of this ordinance to the Division of Highways of the Department of Public Works and Buildings of the State of Illinois, Springfield, Illinois, through the District Engineer for District No. 10 of the said Division of Highways.

SECTION 3. This ordinance shall be in force and effect from and after its passage and approval.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Fifielski, Kerwin, O'Rourke, Sperling—43.

*Nays*—None.

## Authority Granted for Repairs to Pavements in Improved Streets, Other than Arterial Streets, County and State Highways during Year 1969 and M.F.T. Funds Therefor Authorized.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That authority is hereby given to make repairs to pavements in improved streets other than Arterial Streets, County Highways or State Highways for the period beginning January 1, 1969 and ending December 31, 1969, by use of the asphaltic street repair material or other standard street repair materials, as required to bring the pavements and their appurtenances to a good state of repair, at a cost not to exceed $500,000.00 to be paid from that part of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago.

SECTION 2. That there is hereby allocated the sum of $500,000.00 for repairs to pavements in improved streets other than Arterial Streets, County Highways or State Highways which shall be for work for which estimates are to be filed with the Division of Highways of the Department of Public Works and Buildings of the State of Illinois for the period beginning January 1, 1969 and ending December 31, 1969.

SECTION 3. That the Commissioner of Streets and Sanitation shall prepare the necessary specifications and estimates for these repairs and that the City day labor forces shall make such repairs under his supervision.

SECTION 4. That the City Clerk is hereby directed to transmit two certified copies of this ordinance to the Division of Highways of the Department of Public Works and Buildings of the State of Illinois, Springfield, Illinois, through the District Engineer for District No. 10 of the said Division of Highways.

SECTION 5. That this ordinance shall be in force and effect from and after its passage and approval.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Fifielski, Kerwin, O'Rourke, Sperling—43.

*Nays*—None.

## Expenditure of M.F.T. Funds Authorized for Street-Cleaning Maintenance of Improved Streets Other Than Arterial Streets, County and State Highways during Year 1969.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Authority is hereby given to the Commissioner of Streets and Sanitation to expend the sum of $50,000.00 from that portion of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago, for Street Cleaning Maintenance of Improved Streets other than Arterial Streets, County Highways or State Highways by day labor during the period commencing January 1, 1969 and ending December 31, 1969.

SECTION 2. The City Clerk is hereby directed to transmit two certified copies of this ordinance to the Division of Highways of the Department of Public Works and Buildings of the State of Illinois, Springfield, Illinois, through the District Engineer for District No. 10 of the said Division of Highways.

SECTION 3. This ordinance shall be in force and effect from and after its passage and approval.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Fifielski, Kerwin, O'Rourke, Sperling—43.

*Nays*—None.

## Approval Given to Recommendations for Stipulated Settlements for Acquisition of Property for Widening and Channelization of W. 103rd St. between S. Claremont Av. and S. Pulaski Road.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

*Ordered,* That the recommendations of the Commissioner of Public Works contained in his communication of September 8, 1969 recommending the approval of the stipulated settlements, in connection with the acquisition of property for the widening and channelization of W. 103rd Street from S. Claremont Avenue to S. Pulaski Road as hereinafter listed, are hereby approved; and the City Comptroller and City Treasurer are hereby authorized and directed to pay to the owner or owners the amount set forth together with accrued interest and court costs, if any, when approved by the Commissioner of Public Works from the appropriations made under the Motor Fuel Tax Fund:

| *Parcel No.* | *Address* | *Amount* |
|---|---|---|
| 4 | 2415 W. 103rd Street | $1,300.00 |
| 9 | 2438 W. 103rd Street | 700.00 |
| 15 | 2449 W. 103rd Street | 200.00 |
| 16 | 2455 W. 103rd Street | 150.00 |
| 24 | 3245 W. 103rd Street | 200.00. |

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Fifielski, Kerwin, O'Rourke, Sperling—43.

*Nays*—None.

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### Authority Granted to Chicago & North Western Ry. Co. to Construct and Use Elevated Walkway over Portion of N. Clinton St. Sidewalk at W. Lake St.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

WHEREAS, The City of Chicago, the Chicago Transit Authority and the Chicago & North Western Railway Company have cooperated in the remodeling of the Clinton-Lake C.T.A. elevated station; and

WHEREAS, It would be a convenience and benefit for the public and users of the Chicago & North Western Railway Company and the Lake Street elevated line to have an elevated walkway from the "L" Station directly to the track platform level in the Chicago & North Western Railway Company Station; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to the Chicago & North Western Railway Company, its successors and assigns, upon the terms and subject to the conditions of this ordinance, to construct, maintain and use an elevated covered walkway, approximately 10 feet wide running from the north line of the south sidewalk of W. Lake Street along the east sidewalk of N. Clinton Street approximately 87 feet, from 14'3" to 17'11" above the sidewalk, and to install steel columns in the sidewalk to support said elevated walkway, all as shown on the location plan attached hereto, and made a part hereof by reference; for a period of ten (10) years from and after the date of passage of this ordinance.

The grantee shall keep that portion of the public way under said elevated walkway in good condition and repair, safe for public travel and free from dirt, debris and other hazards, to the satisfaction of the Commissioner of Streets and Sanitation.

Said elevated walkway shall be maintained and used in accordance with the ordinances of the City of Chicago and the direction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of one dollar ($1.00) said payment to be made as of the date of this ordinance. In case of the termination of the privileges herein granted, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof before the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and the permission and authority herein granted may be revoked by the Mayor, in his discretion, at any time without the consent of said grantee. Upon termination of the privileges herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago shall remove the structures and appliances herein authorized and restore the public way disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation; and in the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago may do said work and charge the cost thereof to said grantee.

SECTION 4. The grantee will hold and save the City of Chicago harmless from any and all liability for cost of removal, relocation, alteration, repair or maintenance of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, reconstruction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and no permit shall be issued until the grantee herein shall execute a good and sufficient bond to the City of Chicago in the penal sum of ten thousand dollars, ($10,000) with sureties to be approved by the City Comptroller, conditioned upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any wise come against said city in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances, and the restoration of the public way as herein required. Said bond shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance, together with the bond hereinabove provided for, with the City Clerk within sixty (60) days after the passage of this ordinance.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Fifielski, Kerwin, O'Rourke, Sperling—43.

*Nays*—None.

### Allocation of M.F.T. Funds Authorized for Engineering, Etc. for Extension and Improvement of Wacker Drive from N. Michigan Av. to N. Lake Shore Drive (Comprehensive Superhighway System).

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The City Comptroller and the City Treasurer, with the approval of the Department of Public Works and Buildings of the State of Illinois are authorized and directed to allocate the sum of Twenty Thousand Dollars ($20,000.00) from that part of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago, for the preparation of studies, designs, plans and estimates required for the additional Wacker Drive-N. Michigan Avenue to N. Lake Shore Drive, of the Comprehensive Superhighway System.

SECTION 2. The Commissioner of Public Works is authorized to expend from said fund any sum necessary for said purposes including all work in connection with and for the preparation of necessary plans and specifications which shall be performed by employees of the Department of Public Works at rates of compensation as provided for in the annual appropriation and other expenses in connection with the project authorized hereby. At the request of the Commissioner of Public Works, upon requisition originated by the Bureau of Engineering, accompanied by the plans and specifications therefor, the City Purchasing Agent is authorized to advertise and receive bids for any work involved, or for material, supplies and equipment therefor, and at the request of the Commissioner of Public Works to enter into all necessary contracts, when approved by the Department of Public Works and Buildings of the State of Illinois.

If it should become necessary for the prosecution of the foregoing work to remove, relocate, replace and adjust any part of the water-distributing system, street-lighting system, signal and fire alarm and traffic-control system of the City, the appropriate City Department shall perform such work after receipt of proper requisitions from the Bureau of Engineering which shall charge the cost thereof to that portion of the Motor Fuel Tax Fund allocated for the project described in this ordinance. In connection with the performance of the work herein authorized, together with the supervising, inspecting and engineering thereof, authority is hereby granted for the storage inside street limits within 500 feet of the structure being repaired or maintained, of materials, machinery, equipment, vehicles and other facilities used in connection therewith.

If it should become necessary to remove, relocate, replace and adjust any part of the equipment of any other governmental agency, such governmental agency may be requested by the Bureau of Engineering to perform such work, the cost thereof to be charged to that portion of the Motor Fuel Tax Fund allocated for the project described in this ordinance.

SECTION 3. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when properly approved by the Commissioner of Public Works.

SECTION 4. The City Clerk is hereby directed to transmit two certified copies of this ordinance to the Division of Highways of the Department of Public Works and Buildings of the State of Illinois, Springfield, Illinois, through the District Engineer for District No. 10 of said Division of Highways.

SECTION 5. This ordinance shall be in force and effect from and after its passage and approval.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Fifielski, Kerwin, O'Rourke, Sperling—43.

*Nays*—None.

### Authority Granted for Laying Water Mains at Sundry Locations.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

*Ordered,* That the Commissioner of Water and Sewers is hereby authorized to lay water mains in the following street:

S. Christiana Avenue (23′ WEL) from 195′ SSL W. 106th Street to 260' SSL W. 106th Street, at an estimated cost of $2,000.00

and charge same to the Revolving Fund—Deposit No. 45998; and

*Be It Further Ordered,* That the Commissioner of Water and Sewers is hereby authorized to lay water mains in the following street:

N. St. Louis Avenue (29′ EWL) from 3′ NNL of W. Ainslie Street to 562′ NNL of W. Ainslie Street, at an estimated cost of $35,055.70

and charge same to Account 290-8270(7940) .552—Feeder Mains; and

*Be It Further Ordered,* That the Commissioner of Water and Sewers is hereby authorized to lay water mains in the following street:

S. Troy Street (27′ EWL) from 9′ SNL W. 26th Street to 5′ SNL W. 31st Street, at an estimated cost of $41,635.20

and charge same to Account 290-8270(7940).553—Replacement; and

*Be It Further Ordered,* That the Commissioner

of Water and Sewers is hereby authorized to lay water mains in the following street:

W. 23rd Place (27′ SNL) from 25′ EWL S. Leavitt Street to 28′ EWL S. Hoyne Avenue, at an estimated cost of $18,473.00

and charge same to Account 290-8270(7940) .553—Replacement.

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Fifielski, Kerwin, O'Rourke, Sperling—43.

*Nays*—None.

## Authority Granted for Payments for Hospital, Medical and Nursing Services Rendered Certain Injured Members of Fire and Police Depts.

The Committee on Finance submitted a report recommending that the City Council pass a proposed order transmitted therewith, to authorize payments for hospital, medical and nursing services rendered certain injured members of the Fire and Police Departments.

On motion of Alderman Keane the said proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Fifielski, Kerwin, O'Rourke, Sperling—43.

*Nays*—None.

The following is said order as passed:

*Ordered,* That the City Comptroller is authorized and directed to issue vouchers, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Fire and the Police Departments, herein named, provided such members of the Fire and the Police Departments shall enter into an agreement in writing with the City of Chicago to the effect that, should it appear that any of said members of the Fire or the Police Department have received any sum of money from the party whose negligence caused such injury, or have instituted proceedings against such party for the recovery of damage on account of such injury or medical expense, then in that event the City shall be reimbursed by such member of the Fire or the Police Department out of any sum that such member of the Fire or the Police Department has received or may hereafter receive from such third party on account of such injury or medical expense, not to exceed the amount that the City may, or shall, have paid on account of such medical expense, in accordance with Opinion No. 1422 of the Corporation Counsel of said City, dated March 19, 1926. The payment of any of these bills shall not be construed as an approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of such claims, as allowed, is set opposite the names of the injured members of the Fire and the Police Departments, and vouchers are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937:

| | |
|---|---|
| Edmond L. Augle, Jr., 019216, District 12; injured June 15, 1969 | $ 18.00 |
| Theodore W. Bremer, 071323, Central Services Division; injured June 24, 1969 | 199.00 |
| William F. Burrell, 092069, Traffic Division; injured June 27, 1969 | 54.00 |
| Victor A. Calzaretta, 100722, District 11; injured May 18, 1969 | 35.00 |
| Anthony Sabbia, 713092, District 21; injured May 16, 1969 | 40.00 |
| Frank J. Affetto, 003772, Traffic Division; injured June 13, 1969 | 10.00 |
| James D. Allotta, 009098, District 20; injured May 5, 1969 | 71.50 |
| Norman D. Angelo, 014501, Traffic Division; injured January 12, 1969 | 305.00 |
| William E. Bregin, 071035, District 3; injured January 11, 1969 | 12.00 |
| Warren F. Britt, 074635, Task Force; injured September 6, 1968 | 105.00 |
| John J. Carey, 106088, District 2; injured June 8, 1969 | 160.00 |
| Dennis Cappetto, 104553, Task Force; injured June 5, 1969 | 52.00 |
| Anthony D. Constanzo, 143732, District 13; injured October 25, 1968 | 10.00 |
| John A. Cottini, 151283, District 20; injured February 11, 1969 | 3,045.85 |
| James O. Damion, 169269, District 18; injured June 12, 1969 | 60.00 |
| Frank M. Dietz, 190180, District 20; injured May 5, 1969 | 80.50 |
| James F. Dillon, Jr., 191080, District 1; injured May 30, 1969 | 32.00 |
| Salvatore Eraci, 224687, District 16; injured June 15, 1969 | 32.00 |
| Stephen A. Ergish, 224933, District 14; injured January 18, 1969 | 185.95 |
| Thomas J. McGowan, 539736, Traffic Division; injured April 22, 1969 | 427.60 |
| Richard M. Ursitti, 826570, District 11; injured February 6, 1969 | 10.00 |
| Robert A. Garippo, 269324, District 13; injured October 25, 1968 | 225.60 |
| Robert B. Ford, 253158, District 3; injured January 11, 1969 | 27.00 |
| Edwin J. Glogowski, 286534, District 10; injured May 20, 1969 | 33.00 |
| Herbert W. Gordon, 292065, District 14; injured June 20, 1969 | 7.50 |
| William Floyd Harris, 325261, District 5; injured July 9, 1969 | 98.00 |
| Robert C. Jany, 378068, District 3; injured April 30, 1969 | 23.00 |
| Edward O. Kevin, 416254, Traffic Division; injured June 29, 1969 | 53.00 |
| Cressent R. Mann, 497796, District 2; injured July 10, 1969 | 25.00 |

| | |
|---|---|
| Terrence J. McCue, 522158, District 6; injured July 26, 1969 | $ 20.90 |
| William A. Moser, 570607, District 12; injured June 30, 1969 | 60.00 |
| Michael J. Murphy, 579830, Task Force; injured February 11, 1969 | 45.00 |
| Christ G. Passias, 633593, Traffic Division; injured July 6, 1969 | 60.00 |
| Paul T. Praski, 660997, District 5; injured July 9, 1969 | 78.00 |
| Herbert E. Redmond, 677493, District 3; injured June 23, 1969 | 25.00 |
| David W. Schwieger, 732826, District 18; injured April 27, 1969 | 47.50 |
| Harold K. Williams, 867560, Traffic Division; injured May 22, 1969 | 16.50 |
| Clarence J. Berger, Firefighter, Engine Co. 115; injured October 26, 1968 | 767.40; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to issue vouchers, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Fire and the Police Departments herein named. The payment of any of these bills shall not be construed as an approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of said claims is set opposite the names of the injured members of the Fire and the Police Departments, and vouchers are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937:

| | |
|---|---|
| Joseph W. Albert, 005175, District 11; injured April 19, 1969 | $ 40.00 |
| Dominic J. Barango, 022619, District 16; injured April 13, 1969 | 10.00 |
| Gary L. Brockway, 074934, District 13; injured September 8, 1968 | 781.25 |
| John M. Burica, 088044, District 9; injured June 2, 1969 | 19.00 |
| Thomas M. Bunyan, 087193, Traffic Division; injured July 28, 1969 | 24.00 |
| William B. Cummings, 160971, District 11; injured March 29, 1969 | 421.35 |
| Carl J. Demma, 183551, District 7; injured May 8, 1969 | 98.00 |
| William J. Dunn, 211720, District 18; injured June 29, 1969 | 18.50 |
| Raymond J. Evans, 227953, District 16; injured July 13, 1969 | 13.00 |
| Hugh J. Farley, 232300, Traffic Division; injured July 28, 1969 | 24.00 |
| James R. Fennessy, 236144, District 12; injured April 7, 1969 | 43.00 |
| Jerry Garmon, 270061, District 9; injured April 20, 1969 | 508.80 |
| Frederick Gober, 287302, District 20; injured January 27, 1968 | 180.50 |
| Charles H. Gunther, 310063, District 1; injured July 13, 1969 | 10.00 |
| Jack P. Hines, 346785, District 3; injured December 10, 1968 | 262.00 |
| Alan B. Horwick, 357006, Traffic Division; injured June 4, 1968 | 19.00 |
| Joseps A. Manno, 498402, District 13; injured June 8, 1969 | 17.25 |
| James F. McCollom, 520490, District 8; injured January 28, 1969 | $1,153.75 |
| John A. Michalski, 550022, District 18; injured July 16, 1969 | 25.00 |
| Michael J. O'Donnell, 609822, Bureau of Inspectional Division; injured June 13, 1969 | 22.00 |
| Richard E. Peck, 637629, Bureau of Inspectional Services; injured April 9, 1969 | 994.50 |
| Todd B. Ratachie, 674917, District 18; injured June 23, 1969 | 62.75 |
| Edward J. Rothas, 702542, Auto Pound Section; injured June 15, 1969 | 55.00 |
| James K. Rowland, 703875, District 20 injured June 10, 1969 | 30.50 |
| Felice Sangirardi, 717575, District 1; injured April 19, 1969 | 49.00 |
| John J. Sasso, 718876, District 13; injured June 6, 1969 | 29.00 |
| James C. Scannell, 721993, Task Force; injured April 19, 1969 | 28.00 |
| Frederick J. Stone, 782816, District 11; injured April 18, 1969 | 22.50 |
| John P. Sullivan, 789452, Youth Division; injured May 5, 1969 | 49.50 |
| Thaddius Z. Szewczyk, 796312, District 1; injured June 22, 1969 | 35.00 |
| Chester L. Thomas, 805474, District 3; injured March 14, 1969 | 30.00 |
| Eugene M. Tunno, 822146, District 2; injured July 6, 1969 | 10.00 |
| Hugh B. Ver Steegh, 832830, Traffic Division; injured February 23, 1969 | 78.50 |
| Joseph C. Welsch, 856232, Detective Division; injured June 18, 1969 | 27.50 |
| Leonard W. Yunker, 887119, District 19; injured January 24, 1969 | 256.65 |
| James O. Allotta, 009098, District 20; injured August 3, 1969 | 25.00 |
| Dennis L. Argyrakis, 016700, District 20; injured July 26, 1969 | 34.50 |
| John Bacus, 021344, District 16; injured July 26, 1969 | 10.00 |
| James C. Blomstrand, 054816, District 1; injured July 15, 1969 | 45.00 |
| Louis P. Botica, 063273, Traffic Division; injured July 24, 1969 | 10.00 |
| Albert M. Mientus, 550778, District 9; injured May 26, 1969 | 204.25 |
| Thomas J. Butterfield, 094427, District 21; injured July 21, 1969 | 25.00 |
| Gus J. Cammarata, 101108, District 13; injured June 11, 1969 | 22.00 |
| James J. Carberry, 105294, District 13; injured June 3, 1969 | 7.00 |
| James J. Carberry, 105294, District 13; injured June 26, 1969 | 48.00 |
| George M. Carey, 105851, Bureau of Inspectional Services; injured August 1, 1969 | 22.00 |
| Richard H. Ciccone, 124557, Police Training Division; injured July 24, 1969 | 10.00 |
| Walter B. Crawley, 155325, District 11; injured July 12, 1969 | 17.50 |
| Laurence J. Cusack, 163806, Traffic Division; injured July 31, 1969 | 18.85 |
| Darryl H. Darsch, 170592, District 10; injured July 25, 1969 | 16.00 |

| | |
|---|---|
| Randolph C. Dillon, 191256, District 10; injured July 2, 1969 | $ 12.50 |
| William F. Doyle, 204470, Task Force; injured August 3, 1969 | 32.00 |
| Robert E. Flynn, 250226, Task Force; injured July 14, 1969 | 21.00 |
| Robert A. Francesconi, 256832, Traffic Division; injured July 11, 1969 | 17.50 |
| Timothy Gainer, 264880, District 1; injured July 24, 1969 | 57.50 |
| Charles J. Gartland, 271331, Traffic Division; injured July 25, 1969 | 17.70 |
| Richard A. Gorrell, 293779, District 19; injured January 22, 1969 | 11.10 |
| Leopoldo Hernandez, 341106, District 13; injured May 2, 1969 | 66.00 |
| Roger A. Holmstrom, 353568, District 2; injured July 25, 1969 | 70.00 |
| Dennis A. Isola, 369526, District 13; injured July 16, 1969 | 11.25 |
| Paul S. Jankowski, 377085, District 14; injured July 31, 1969 | 10.00 |
| George O. Jurgensen, 394841, District 2; injured August 4, 1969 | 13.00 |
| George J. Kisha, 422642, Task Force; injured August 9, 1969 | 35.00 |
| Gerald J. Koch, 428145, District 7; injured July 31, 1969 | 21.25 |
| George A. Leverette, 465776, District 7; injured August 3, 1969 | 19.00 |
| Robert B. Lewis, 467794, District 9; injured July 7, 1969 | 40.30 |
| Alan L. Lindahl, 470160, District 12; injured July 5, 1969 | 13.00 |
| John D. Littleton, 472513, District 10; injured June 27, 1969 | 28.00 |
| Richard P. Madeja, 488816, District 13; injured April 27, 1969 | 17.00 |
| Robert G. Marosits, 503033, District 18; injured July 17, 1969 | 10.00 |
| Rochelle D. McClain, 519988, Police Training Division; injured July 17, 1969 | 25.00 |
| Ronald D. McCarroll, 517525, District 7; injured August 2, 1969 | 16.00 |
| Michael P. McTigue, 542144, District 20; injured August 3, 1969 | 23.50 |
| Robert J. Obos, 618393, Police Training Division; injured July 15, 1969 | 15.00 |
| John J. O'Callaghan, 605309, Police Training Division; injured July 24, 1969 | 27.50 |
| William Ogletree, 619827, District 7; injured July 22, 1969 | 16.50 |
| Chris Pandre, Jr., 628832, District 17; injured July 28, 1969 | 20.00 |
| George R. Radigan, 670935, District 21; injured July 29, 1969 | 25.00 |
| Vincent A. Romano, 697878, District 13; injured May 15, 1969 | 13.00 |
| Phillip Scafidi, 720656, District 13; injured July 19, 1969 | 6.00 |
| Larry B. Spain, 768586, District 14; injured July 30, 1969 | 10.00 |
| Norbert E. Staszak, 716192, District 9; injured July 13, 1969 | 37.50 |
| Gerald E. Sypien, 795696, District 14; injured September 22, 1968 | 38.00 |
| Richard C. Stevens, 779963, District 18; injured July 17, 1969 | $ 10.00 |
| John J. Vrdolyak, 836786, Task Force; injured July 21, 1969 | 37.00 |
| Joseph J. Wagner, 838218, District 10; injured July 26, 1969 | 18.00 |
| Jerold Anthony Wojnar, 877891, District 20; injured July 3, 1969 | 17.50 |
| Lawrence Burns, Firefighter, Hook and Ladder Co. 26; injured December 22, 1968 | 100.00 |
| Robert J. Carlson, Firefighter, Snorkel Squad 3; injured July 18, 1968 | 45.00 |
| Joseph F. Gall, Firefighter, Hook and Ladder Co. 8; injured January 22, 1969 | 957.30 |
| William Hutmacher, Lieutenant, Fire Prevention Bureau; injured August 28, 1968 | 903.50 |
| Martin J. Keane, Firefighter, Hook and Ladder Co. 29; injured November 24, 1968 | 73.00 |
| Leroy Kelly, Lieutenant, Hook and Ladder Co. 3; injured February 4, 1969 | 51.00 |
| Paul LaDouceur, Lieutenant, Engine 22; injured November 24, 1968 | 474.60 |
| William J. Malone, Firefighter, Snorkel Squad 3; injured December 2, 1968 | 127.85 |
| Charles Pickett, Engineer, Engine 4; injured July 12, 1968 | 36.75 |
| Robert McShane, Firefighter, Engine 14; injured June 7, 1952 | 48.58 |
| Lannis McAlpin, Firefighter, Engine 82; injured December 23, 1968 | 20.00 |
| Peter Kieffer, Firefighter, Engine 54; injured January 16, 1969 | 10.00 |
| James R. Ennis, Firefighter, Hook and Ladder 16; injured October 1, 1968 | 13.00 |
| James Mugnai, Firefighter, Hook and Ladder 10; injured March 18, 1966 | 25.00 |
| Frank T. Murphy, Firefighter, Hook and Ladder 3; injured March 27, 1966 | 17.50 |
| Edward Petrosius, Firefighter, Hook and Ladder 41; injured March 14, 1968 | 15.00 |
| Michael Rooney, Firefighter, Engine 45; injured February 13, 1968 | 50.80 |
| John F. Sampey, Firefighter, Engine 86; injured December 16, 1968 | 274.50 |
| James H. Seymour, Firefighter, Engine 73; injured July 22, 1968 | 89.00 |
| Rahe W. Smith, Firefighter, Hook and Ladder 4; injured February 3, 1965 | 25.00 |
| Robert Vander Ploeg, Engineer, Engine 28; injured August 11, 1966 | 24.50 |
| Raymond E. Walsh, Captain, Relieving 4th Division; injured July 28, 1968 | 10.00 |
| Maurice Williamson, Firefighter, Snorkel Squad 2; injured August 4, 1968 | 10.00 |
| Richard T. Lorig, Captain, Engine 124; injured July 21, 1968 | 1,423.00. |

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## Authority Granted for Payments of Miscellaneous Refunds, Compensation for Property Damage, Etc.

The Committee on Finance submitted a report recommending that the City Council pass a proposed order transmitted therewith, to authorize payments of miscellaneous claims.

**On motion of Alderman Keane the said proposed order was *Passed*, by yeas and nays as follows:**

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Fifielski, Kerwin, O'Rourke, Sperling—43.

*Nays*—None.

The following is said order as passed:

*Ordered,* That the City Comptroller is authorized and directed to pay to the following-named persons the respective amounts set opposite their names, same to be in full settlement for personal injuries on the date and at the location indicated and to charge the same to Account No. 100.9112.934:

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Florence O. Almen, 4816 N. Hermitage Av. | 9-26-68—W. Lawrence and N. Damen Aves. | $ 83.13 |
| Mrs. Mary Conlan, 5305 W. Barry Av. | 12-14-68—5300 W. Fletcher St. | 34.00; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named persons the respective amounts set opposite their names, same to be in full settlement for damage to property on the date and at the location indicated, and to charge the same to Account No. 100.9112.934:

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Raymond Kroll, 1648 W. 89th St. | 3-13-69—1648 W. 89th St. | $ 95.00 |
| Mr. M. C. Zacharias, 105 W. Madison St. | 5-14-69—2128-30 Marshall Blvd. | 65.00; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named persons the respective amounts set opposite their names, same to be in full settlement for damage to vehicles on the date and at the location indicated, and to charge the same to Account No. 100.9112.934:

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| State Farm Ins. and Willard Robbins, 9800 Milwaukee Av. DesPlaines, Ill. | 11-8-68—5969 N. Ridge Av. | $369.97 |
| American Maturity Ins. Co. and William B. Hunter, Colonial Penn Bldg., Philadelphia, Pa. 19102 | 5-18-69—W. Addison St. | 112.50 |
| John W. Chasten 8532 S. Chappel Av. | 5-28-69—E. Cermak Rd. at S. Indiana Av. | 213.45 |
| Armando LeDonne 8151 Smith Lane River Grove, Ill. | 6-20-68—130 S. Wood St. | $100.00 |
| Melvin Zellman, 5327 S. Harper Av. | 1-8-69—W. 53rd St. and S. Harper Av. | 51.00 |
| Paul Liebezeit, 5640 N. Campbell Av. | 7-8-69—N. Ashland Av. and Irving Park Rd. | 75.00 |
| Motors Ins. Corp. and Leo and Thomas Lewis, 5930 N. Lincoln Av. | 12-19-68—3059 W. Warren Blvd. | 324.95; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named persons the respective amounts set opposite their names, same to be in full settlement for damage to vehicles on the date and at the location indicated, and to charge the same to Account No. 100.9112.934:

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Dolores A. Zajackowski, 2254 N. Central Av. | 1-23-69—2300 N. Central Av. | $ 33.75 |
| Enrico Magnabosco, 12609 S. Stewart Av. | 2-8-69—S. Indiana Av., 116th St. and E. Kensington Av. | 24.67 |
| Richard Wiliger, 6147 N. Seeley Av. | 1-19-69—6200 S. Outer Drive | 24.00 |
| Steven J. Ippolito, 4600 S. Lavergne Av. | 5-1-69—Stevenson Expressway Eastbound | 114.02 |
| Frank Teichman, 2941 N. Wisner Av. | 4-15-69—N. Pulaski Rd. and W. Belmont Av. | 57.64 |
| Charles J. Pollyea, 920 W. Wilson Av. | 1-18-69—910 N. Lake Shore Dr. | 28.87; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named persons the respective amounts set opposite their names, same being for various license refunds as indicated, and to charge same to Account No. 100.9112.934:

| *Name and Address* | *License No.* | *Amount* |
|---|---|---|
| Robert Stoberl, 2904 W. Cullom Av. | Tobacco 1301 | $50.00 |
| Marion Janowsky, 137 Dodge Av., Evanston, Ill. | Tobacco 2876 | 50.00 |
| Alexander Berry, 5619 S. Wentworth Av. | Music 559 | 75.00 |
| Lillie Deal Hampton, 5937 S. Aberdeen St. | Food H-69971 | 10.55; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named person the amount set opposite her name, same being refund of fee paid for vehicle license as indicated, and to charge same to Account No. 300.9112.990:

| *Name and Address* | *License No.* | *Amount* |
|---|---|---|
| Estate of Jacob Wagner, c/o Mrs. Katharina Wagner, 6218 S. Keeler Av. | X-78976 | $15.00. |

### *Placed on File*—MISCELLANEOUS MATTERS.

The Committee on Finance submitted reports recommending that the City Council *Place on File* miscellaneous documents transmitted therewith. On motion of Alderman Keane the committee's recommendations were *Concurred In.*

Two communications from the Department of Law dated July 31 and September 2, 1969, transmitting reports of settlements of suits with entries of judgement against the City (referred to the committee on September 5, 1969);

A communication from the Department of Public Works dated September 9, 1969, transmitting Monthly Progress Report No. 267 for the month ended July 31, 1969, showing progress of construction on Sewer Bond Issue Projects;

A communication from Woodstock Children's Home dated September 9, 1969, transmitting Accountants' Report for the year ended May 31, 1969.

### *Disallowed*—SUNDRY CLAIMS FOR PAYMENTS OF DAMAGES, REFUNDS, ETC. *(Adverse Recommendation by Committee).*

The Committee on Finance submitted a report recommending that the City Council *Disallow* certain miscellaneous claims. On motion of Alderman Keane the committee's recommendations were *Concurred In.*

The following is a summary of said claims, which were referred to the committee on the respective dates noted in parentheses:

*Compensation for Property Damage:*

(May 8, 1968) Mrs. Hattie B. Hagan
(May 27, 1969) Sterling Edwards
(June 13, 1969) Earle Ludgin & Co.
(June 13, 1969) Reynolds Metal Co.
(June 13, 1969) Martin C. Dwyer, Inc.

*Compensation for Vehicle Damage:*

(January 31, 1968) Federal Insurance Co. and Stewart Rusnak
(February 6, 1969) Adolphus Dabney
(December 26, 1968) James Voutsinas
(February 2, 1969) James L. Wykle
(July 17, 1968) Reserve Ins. Co. and Michael Riggs
(September 19, 1968) State Farm Ins. and Parker P. Powell.

### *Action Deferred*—ON PROPOSED ORDINANCE TO AUTHORIZE EXECUTION OF LEASE AGREEMENT WITH LINCOLN PARK RITZ GARAGE FOR DEPARTMENT OF AIR POLLUTION CONTROL.

The Committee on Finance submitted the following report which was at the request of two aldermen present (Alderman Rayner and Alderman Simon) *Deferred* and ordered published:

CHICAGO, September 17, 1969.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred on August 4, 1969, a communication transmitting a proposed ordinance to authorize renewal of lease from Lincoln Park Ritz Garage for space in garage at No. 2427 North Clark Street (Main Floor) approximately 1,350 square feet, for parking of ten Air Pollution Control Cars, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by 38 members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS E. KEANE,
*Chairman.*

The following is the proposed ordinance transmitted with the foregoing committee report:

Be It Ordained by the City Council of the City of Chicago:

*Section 1.* That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from Lincoln Park Ritz Garage, Inc., for space in garage at No. 2427 N. Clark Street (main floor), approximately 1,350 square feet; such lease to be approved by the Director of the Department of Air Pollution Control and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on page 6090 of this Journal]

*Section 2.* This ordinance shall be in in force and effect from and after its passage.

### *Action Deferred*—ON PROPOSED ORDINANCE TO AUTHORIZE EXECUTION OF LEASE AGREEMENT WITH KERBER'S MOVING AND STORAGE FOR DEPARTMENT OF AIR POLLUTION CONTROL.

The Committee on Finance submitted the following report which was at the request of two aldermen present (Alderman Rayner and Alderman Simon) *Deferred* and ordered published:

CHICAGO, September 17, 1969.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred a communication dated August 18, 1969 from the City Comptroller transmitting an ordinance authorizing renewal of lease from Kerber's Moving and Storage for space in garage at No. 6159 S. Damen Avenue for parking of ten Air Pollution Control Cars, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by 38 members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS E. KEANE,
*Chairman.*

The following is the proposed ordinance transmitted with the foregoing committee report:

Be It Ordained by the City Council of the City of Chicago:

*Section 1.* That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from Kerber's Moving and Storage, by Ray Kerber, Owner, for space in garage at No. 6159 S. Damen Avenue; such lease to be approved by the

(Continued on page 6091)

This Agreement, Made this ........ day of ........ A. D. 19 69 between Lincoln Park Ritz Garage, Inc. ........ , as Lessor , and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

**Witnesseth:** That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit:

For space in garage at 2427 N. Clark Street (Main Floor), approximately 1,350 square feet, for parking of ten Air Pollution Control Cars.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of November A. D. 19 69, and ending on the 31st day of October A. D. 1971. Lessee has the right to terminate this lease upon thirty days' prior written notice. ~~and the right to renew this lease for a further period of on the same terms and rental, by giving to the Lessor , in either case ........ days' written notice of its election so to do.~~

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at 2427 N. Clark Street, Chicago, Illinois 60614 or at such other place as the Lessor from time to time in writing may appoint.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of Three Hundred and no/100 - - - - - - - - - - - - - - - - ($300.00) Dollars per month, payable in advance on the first day of each calendar month by the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at their own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

Lessor shall furnish heat.

It is mutually agreed and understood by and between the parties hereto that the remuneration mentioned in this lease is payable solely from funds when made available by the Federal Government.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor , and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor , excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

**In Witness Whereof,** this lease is signed by or on behalf of the parties hereto the day and year first above written.

[Signature forms omitted]

(Continued from page 6089)

Director of the Department of Air Pollution Control and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on page 6092 of this Journal]

*Section 2.* This ordinance shall be in force and effect from and after its passage.

### *Action Deferred*—ON PROPOSED ORDINANCE TO AUTHORIZE EXECUTION OF LEASE AGREEMENT WITH LASALLE NATIONAL BANK FOR DEPARTMENT OF URBAN RENEWAL.

The Committee on Finance submitted the following report which was at the request of two aldermen present (Alderman Rayner and Alderman Simon) *Deferred* and ordered published:

CHICAGO, September 17, 1969.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred a communication dated July 30, 1969 from the City Comptroller transmitting an ordinance to authorize renewal of lease from LaSalle National Bank as Trustee under Trust No. 10159 by Wolin-Levin, Inc., as agents for approximately 1,400 square feet of space in building at No. 5200 S. Harper Avenue for general offices, rental of $200.00 per month, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by 38 members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS E. KEANE,
*Chairman.*

The following is the proposed ordinance transmitted with the foregoing committee report:

Be It Ordained by the City Council of the City of Chicago:

*Section 1.* That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from LaSalle National Bank as Trustee under Trust No. 10159 by Wolin-Levin, Inc., as Agents, for approximately 1,400 square feet of space in building at No. 5200 S. Harper Avenue; such lease to be approved by the Commissioner of the Department of Urban Renewal and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on page 6093 of this Journal]

*Section 2.* This ordinance shall be in force and effect from and after its passage.

### *Action Deferred*—ON PROPOSED ORDINANCE TO AUTHORIZE EXECUTION OF LEASE AGREEMENT WITH MRS. BESSIE KRIEGER AND MRS. CECILE RODMAN FOR DEPARTMENT OF STREETS AND SANITATION.

The Committee on Finance submitted the following report which was at the request of two aldermen present (Alderman Rayner and Alderman Simon) *Deferred* and ordered published:

CHICAGO, September 17, 1969.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred a communication dated August 27, 1969 from the City Comptroller transmitting an ordinance to authorize a lease from Mrs. Bessie Krieger and Mrs. Cecile Rodman, for a 75 foot by 125 foot vacant unimproved lot along with an adjoining one-story brick garage area, 150 feet by 125 feet, and another building, 50 feet by 125 feet, with overhead doors, for a total of approximately 28,125 square feet, to be used by the Bureau of Electricity as their headquarters containing mobile units and equipment for storing luminous conduit and ten van trailers at No. 6435 S. Kedzie Avenue, rental of $1,500.00 per month, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by 38 members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS E. KEANE,
*Chairman.*

The following is the proposed ordinance transmitted with the foregoing committee report:

Be It Ordained by the City Council of the City of Chicago:

*Section 1.* That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from Mrs. Bessie Krieger and Mrs. Cecile Rodman, for a 75 foot by 125 foot vacant unimproved lot along with an adjoining one-story brick garage area, 150 feet by 125 feet, and another building, 50 feet by 125 feet, with overhead doors, for a total of approximately 28,125 square feet; such lease to be approved by the Commissioner of the Department of Streets and Sanitation and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on page 6094 of this Journal]

*Section 2.* This ordinance shall be in force and effect from and after its passage.

### *Action Deferred*—ON PROPOSED ORDINANCE TO AUTHORIZE EXECUTION OF LEASE AGREEMENT WITH G. D. CARTER REALTY COMPANY FOR CHICAGO COMMITTEE ON URBAN OPPORTUNITY.

The Committee on Finance submitted the following report which was at the request of two aldermen present (Alderman Rayner and Alderman Simon) *Deferred* and ordered published:

CHICAGO, September 17, 1969.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred a communication dated August 12, 1969 from the Office of the City Comptroller transmitting an ordinance to authorize a lease from G. D. Carter Realty Company, as Agents for Chicago Title and Trust Company, under Trust No. 43585, for front store building, 37 feet by 62 feet, with a 15 foot deep display window area along with a 35 foot by 16 foot brick addition, for a total of ap-

(Continued on page 6095)

**This Agreement,** Made this.......... day of..........

A. D. 1969, between Kerber's Moving and Storage, by Ray Kerber Owner

.........., as Lessor,

and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

**Witnesseth:** That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit:

Space in garage at 6159 S. Damen Avenue, for parking of ten Air Pollution Control Cars.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of November A. D. 19 69, and ending on the 31st day of October A. D. 1971. Lessee has the right to terminate this lease upon thirty days' prior written notice ~~and the right to renew this lease for a further period of~~ .......... ~~on the same terms and rental, by giving to the Lessor ---, in either case ---------- days' written notice of its election so to do.~~

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at 6159 S. Damen Avenue 60636 or at such other place as the Lessor from time to time in writing may appoint.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of Two Hundred Twenty-Five and no/100 - - - - - - - - - - ($225.00) Dollars per month, payable in advance on the first day of each calendar month by the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at their own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

**In Witness Whereof,** this lease is signed by or on behalf of the parties hereto the day and year first above written.

[Signature forms omitted]

This Agreement, Made this day of

A. D. 1969, between LaSalle National Bank as Trustee under Trust No. 10159 by Wolin-Levin, Inc., as Agents, as Lessor, and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

**Witnesseth:** That the Lessor does hereby lease to the Lessee the following describ premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit:

Approximately 1,400 square feet of space in building located at 5200 S. Harper Avenue, for General Offices for Department of Urban Renewal.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of October A. D. 19 69, and ending on the 30th day of September A. D. 1971. Lessee has the right to terminate this lease upon sixty days prior written notice. ~~and the right to renew this lease for a further period of on the same terms and rental, by giving to the Lessor ——, in either case ———— days' written notice of its election so to do.~~

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at Wolin-Levin, Inc., 6848 Stony Island Ave., 60649 or at such other place as the Lessor from time to time in writing may appoint.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of Two Hundred and no/100 - - - - - - - - - - - - - - - - - ($200.00) Dollars per month, payable in advance on the first day of each calendar month by the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at their own expense,*said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

Lessor shall furnish heat and hot water.

Lessee will furnish plate glass insurance and electricity.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

**In Witness Whereof**, this lease is signed by or on behalf of the parties hereto the day and year first above written.

[Signature forms omitted]

This Agreement, Made this ......... day of .........

A. D. 1969 , between Mrs. Bessie Krieger and Mrs. Cecile Rodman

........., as Lessor ,
and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

**Witnesseth:** That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: A 75 foot by 125 foot vacant unimproved lot along with an adjoining one-story brick garage area, 150 feet by 125 feet, and another building, 50 feet by 125 feet, with overhead doors, for a total of approximately 28,125 square feet, to be used by the Bureau of Electric Wiring and Repair, Department of Streets and Sanitation as their headquarters containing mobile units and equipment for storing luminous conduit and ten (10) van trailers, at 6435 S. Kedzie Avenue.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of September A. D. 1969/ or date of occupation and ending on the 31st day of August A. D. 1971. Lessee has the right to terminate this lease upon sixty (60) days' prior written notice.

......... ~~and the right to renew this lease for a further period of ......... on the same terms and rental, by giving to the Lessor - - -, in either case ......... days' written notice of its election so to do.~~

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at Mitchel Bernick, 6310S.Kedzie Ave., Chicago, Ill. 60629 or at such other place as the Lessor from time to time in writing may appoint.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of One Thousand Five Hundred and no/100 - - - - - - - - - ($1,500.00 ) Dollars per month, payable in advance on the first day of each calendar month by the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessee

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at their own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

Lessor will maintain exterior of building, heating system, and provide building insurance.

Lessee will pay for heat, hot water and all utilities.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor , and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor , excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

**In Witness Whereof,** this lease is signed by or on behalf of the parties hereto the day and year first above written.

[Signature forms omitted[

(Continued from page 6091)

proximately 2,854 square feet, at Nos. 1029-1031 E. 63rd St., for a Day Labor Service Site for the Woodlawn Progress Center. Lease is for a period from 9/1/69 or date of occupation, to 8/31/71, at a rental of $350.00 per month with clause permitting Lessee to terminate by thirty days prior written notice, and the right to renew for a further period of two years subject to the availability of Federal Funds, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by 38 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) THOMAS E. KEANE,
*Chairman.*

The following is the proposed ordinance transmitted with the foregoing committee report:

Be It Ordained by the City Council of the City of Chicago:

*Section 1.* That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from G. D. Carter Realty Company, as Agents for Chicago Title and Trust Company, under Trust No. 43585, for the front store building, 37 feet by 62 feet with a 15 foot deep window display window area along with a 35 foot by 16 foot brick addition for a total of approximately 2,854 square feet at Nos. 1029-1031 East 63rd Street; such lease to be approved by the Directress of the Chicago Committee on Urban Opportunity, and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on page 6096 of this Journal]

*Section 2.* This ordinance shall be in force and effect from and after its passage.

### *Action Deferred*—ON PROPOSED ORDINANCE TO AUTHORIZE ADJUSTMENTS IN WAGE RATES OF PIER DIEM GLAZIERS.

The Committee on Finance submitted the following report, which was, at the request of two aldermen present (Alderman Rayner and Alderman Cousins *Deferred* and ordered published:

CHICAGO, September 17, 1969.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred the matter of wage rate adjustment for Glaziers, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance submitted herewith.

This recommendation was concurred in by 38 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) THOMAS E. KEANE,
*Chairman.*

The following is the proposed ordinance transmitted with the foregoing committee report:

Be It Ordained by the City Council of the City of Chicago:

*Section 1.* That the following wage rate of per diem employes when doing work in accordance with the title herein specified is approved:

(1) Glaziers, $5.77 per hour, effective June 1, 1969.

(2) Glaziers, $6.19 per hour, effective December 1, 1969.

*Section 2.* The heads of the several departments are authorized and directed to prepare and approve payrolls in accordance herewith and the City Comptroller and the City Treasurer are authorized to pass for payment payrolls in accordance herewith when properly approved.

*Section 3.* This ordinance shall be in full force and effect from and after its passage.

## COMMITTEE ON HEALTH.

### Approval Given to Mayor's Appointment of John M. Patton and James R. Siefert as Members of Air Pollution Technical Advisory Board.

The Committee on Health submitted the following report:

CHICAGO, September 12, 1969.

*To the President and Members of the City Council:*

Your Committee on Health, to which was referred on September 5, 1969, a communication signed by Honorable Richard J. Daley, Mayor, appointing Mr. John M. Patton as a member of the Air Pollution Technical Advisory Board for a term ending September 5, 1970, to succeed Mr. Howard Herder, resigned, and Mr. James R. Siefert as a member of said Advisory Board for a term ending September 5, 1971, to succeed Mr. John Code, resigned, begs leave to recommend that Your Honorable Body approve the said appointments.

This recommendation was concurred in by 10 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) CLAUDE W. B. HOLMAN,
*Chairman.*

On motion of Alderman Holman the committee's recommendation was Concurred In and said appointments were *Approved,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Fifielski, Kerwin, O'Rourke, Sperling—43.

*Nays*—None.

**This Agreement,** Made this ........ day of ........

A. D. 1969, between G. D. Carter Realty Company, as Agents for Chicago Title and Trust Company, under Trust No. 43585, as Lessor, and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit

Front Store Building, 37 feet by 62 feet with a 15 foot deep window display window area along with a 35 foot by 16 foot brick addition, for a total of approximately 2,854 square feet, at 1029-1031 East 63rd Street, to be used for a Day Labor Service Site for the Woodlawn Progress Center, Chicago Committee on Urban Opportunity.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of September A. D. 1969, or date of occupation and ending on the 31st day of August A. D. 1971. Lessee has the right to terminate this lease upon thirty days' prior written notice and the right to renew this lease for a further period of two (2) years from date of expiration subject to availability of Federal Funds on the same terms and rental, by giving to the Lessor, in either case 30 days' written notice of its election so to do. Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at G.D.Carter Realty Co., 2655 E.75th St., Chicago, Ill. 60649 or at such other place as the Lessor from time to time in writing may appoint.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of Three Hundred Fifty and no/100 - - - - - - - - - - - - ($350.00) Dollars per month, payable in advance on the first day of each calendar month by the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at their own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

Lessor to furnish heat, hot water and electricity, finish archway between the two (2) rear sections, tear up the front tile floor and replace it.

Lessor will maintain exterior of building.

Lessee will redecorate for its use, furnish liability coverage and Plate Glass Insurance coverage.

It is mutually agreed and understood by and between the parties hereto that the remuneration mentioned in this lease is payable solely from funds when made available by the Federal Government.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written.

[Signature forms omitted]

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## COMMITTEE ON LOCAL INDUSTRIES, STREETS AND ALLEYS.

### Grants Made of Privileges in Public Ways.

The Committee on Local Industries, Streets and Alleys, to which had been referred (on July 29 and September 5, 1969) seven proposed ordinances for grants of privileges in public ways, submitted a report recommending that the City Council pass said proposed ordinances (transmitted therewith).

On separate motions made by Alderman Sain *each* of the said proposed ordinances was *Passed, by* yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Fifielski, Kerwin, O'Rourke, Sperling—43.

*Nays*—None.

*Each of the said seven ordinances contains Sections 3, 4, 5 and 6, which are identical with Sections 3, 4, 5 and 6 respectively of the "Standard Special Provisions" printed on pages 5243-5244 of the Journal of the Proceedings of April 9, 1969.* Sections 1 and 2 of the said ordinances read respectively as follows (the Italic heading in each case not being a part of the ordinance):

*Grant to The Belt Railway Company of Chicago.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority hereby are given and granted to The Belt Railway Company of Chicago, a corporation, its successors and assigns, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a railroad switch track at street grade beginning in E. 105th Street at a point thirty-six (36) feet five (5) inches north of the south line of E. 105th Street and one hundred eighty-six (186) feet west of the west line of S. Muskegon Avenue, thence northeasterly across E. 105th Street to a point on the north line thereof eighty-five (85) feet west of the west line of S. Muskegon Avenue, thence northeasterly across private property and across S. Muskegon Avenue from a point on the west line thereof sixty-nine (69) feet north of the north line of E. 105th Street, to a point on the east line of said S. Muskegon Avenue one hundred fifty-five (155) feet north of said north line of E. 105th Street extended; for a period of twenty (20) years from and after July 22, 1969.

The location of said railroad switch track shall be as shown in red on print hereto attached, which by reference is made a part of this ordinance. Said railroad switch track shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. The grantee shall keep that portion of the public way occupied by said railroad switch track in good condition and repair, safe for public travel and free from snow, ice and dirt, to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of six hundred and no/100 dollars ($600.00) per annum, in advance the first payment to be made as of July 22, 1969, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof before the structures and appliances herein authorized are removed and the public way is restored as herein required.

*Grant to Central Telephone Company of Illinois.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority hereby are given and granted to Central Telephone Company of Illinois, a corporation, its successors and assigns, upon the terms and subject to the conditions of this ordinance, to excavate for, install, maintain and use a nine-duct four (4) inch conduit system tapering to a four-duct four (4) inch conduit system, 13.3 inches in width and 13.3 inches in length, beginning at the southerly right-of-way line of W. Higgins Road six hundred ninety-eight (698) feet east of the center line of E. River Road running northerly for a distance of fifty (50) feet to the center of the right-of-way line of W. Higgins Road, thence into Park Ridge, Illinois property for a distance of six hundred sixty-two (662) feet to the center line of E. River Road, thence southerly on the east side of E. River Road for a distance of two hundred sixty-four (264) feet to a manhole four (4) feet by eight (8) feet by six (6) feet deep, thence continuing along the east side of E. River Road for a distance of six hundred forty-two (642) feet to a manhole ninety-four (94) feet from the center line of E. River Road continuing southerly for a distance of three hundred one (301) feet into the Illinois Tollway Highway Commission property; for a period of ten (10) years from and after the date of passage of this ordinance.

The location of said conduits shall be as shown on print hereto attached, which by reference is made a part of this ordinance. Said conduits shall be installed under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation, and shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. The grantee shall keep that portion of the public way over said conduits in good condition and repair, safe for public travel and free from snow, ice and dirt to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of one thousand three hundred twenty-nine and 80/100 dollars ($1,329.80) per annum, in advance, the first payment to be made as of the date of passage of this ordinance, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof before the structures and appliances herein authorized are removed and the public way is restored as herein required.

### *Grant to The Chicago Theological Seminary.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority hereby are given and granted to The Chicago Theological Seminary, a corporation, its successors and assigns, upon the terms and subject to the conditions of this ordinance, to maintain and use as now installed a five-inch steam line and a two-inch condensate return line in a trench one (1) foot ten (10) inches in width and one (1) foot two (2) inches in depth, under and across S. Woodlawn Avenue at a point one hundred twelve (112) feet north of the center line of E. 58th Street; for a period of ten (10) years from and after August 28, 1969.

The location of said steam lines shall be as shown on sketch hereto attached, which by reference is made a part of this ordinance. Said steam lines shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. The grantee shall keep that portion of the public way over said steam lines in good condition and repair, safe for public travel and free from snow, ice and dirt to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of two hundred and no/100 dollars ($200.00) per annum, in advance, the first payment to be made as of August 28, 1969, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof before the structures and appliances herein authorized are removed and the public way is restored as herein required.

### *Grant to De Paul University.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority hereby are given and granted to De Paul University, a corporation, its successors and assigns, upon the terms and subject to the conditions of this ordinance, to excavate for, install, maintain and use six (6) four-inch conduits encased in concrete to contain telephone lines and closed circuit television cables, to be installed approximately thirty-six (36) inches below street grade under and across N. Clifton Avenue fifty (50) feet from the north line of W. Belden Avenue and under and across N. Seminary Avenue twenty-five (25) feet from the northerly line of W. Belden Avenue; for a period of ten (10) years from and after the date of passage of this ordinance.

The location of said conduits shall be as shown on print hereto attached, which by reference is made a part of this ordinance. Said conduits shall be installed under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation, and shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. The grantee shall keep that portion of the public way over said conduits in good condition and repair and safe for public travel, to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of four hundred thirty-two and no/100 dollars ($432.00) per annum, in advance, the first payment to be made as of the date of passage of this ordinance, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof before the structures and appliances herein authorized are removed and the public way is restored as herein required.

### *Grant to The Lurie Company.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority hereby are given and granted to The Lurie Company, a corporation, its successors and assigns, upon the terms and subject to the conditions of this ordinance, to excavate for, install, maintain and use one (1) sixteen inch steel insulated intake water pipe and one (1) fourteen-inch steel insulated discharge water pipe under the lower level of W. Wacker Drive beginning at a point approximately one hundred five (105) feet east of N. La Salle Street, thence running approximately one hundred thirty-five (135) feet northerly to the south bank of the Chicago River, to be used for the purpose of obtaining water from and returning water to the Chicago River for serving the condenser of the air-conditioning unit used within the building located at No. 221 N. La Salle Street; for a period of ten (10) years from and after the date of passage of this ordinance.

The location of said water pipes shall be as shown on print hereto attached, which by reference is made a part of this ordinance. Said water pipes shall be installed under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation, and shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. The grantee shall keep that portion of the public way over said water pipes in good condition and repair, safe for public travel and free from snow, ice and dirt, to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of three hundred seventy and no/100 dollars ($370.00) per annum, in advance, the first payment to be made as of the date of passage of this ordinance, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof before the structures and appliances herein authorized are removed and the public way is restored as herein required.

*Grant to Herman A. Neiburger.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority hereby are given and granted to Herman A. Neiburger, his heirs, executors and assigns, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a counterbalanced loading device, six (6) feet two (2) inches in length and four (4) feet seven (7) inches in width, extending into the eighteen-foot east-west public alley in the rear of the premises known as No. 230 W. Superior Street, and when lowered said loading device is forty-five (45) inches above alley grade and extends not more than four (4) feet seven (7) inches into the alley and when not in use shall be folded up so as not to obstruct the alley at said location; for a period of ten (10) years from and after September 16, 1969.

The location of said loading device shall be as shown on print hereto attached, which by reference is made a part of this ordinance. Said loading device shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. The grantee shall keep that portion of the public way occupied by said loading device in good condition and repair, safe for public travel and free from snow, ice and dirt, to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of two hundred and no/100 dollars ($200.00) per annum, in advance, the first payment to be made as of September 16, 1969, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof before the structures and appliances herein authorized are removed and the public way is restored as herein required.

*Grant to The Salvation Army.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority hereby are given and granted to The Salvation Army, a corporation, its successors and assigns, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed an existing alley vault in the rear of the premises known as No. 509 N. Union Avenue. Said vault not exceeding one hundred sixty (160) feet in length and shall not extend more than thirteen (13) feet into the alley; for a period of ten (10) years from and after September 2, 1969.

The location of said vault shall be as shown on print hereto attached, which by reference is made a part of this ordinance. Said vault shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. The grantee shall keep that portion of the public way over said vault in good condition and repair, safe for public travel over the same and free from snow, ice and dirt, to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of one hundred fifty and no/100 dollars ($150.00) per annum, in advance, the first payment to be made as of September 2, 1969, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof before the structures and appliances herein authorized are removed and the public way is restored as herein required.

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## Grants of Permission for Maintenance of Certain Street Privileges Rescinded.

The Committee on Local Industries, Streets and Alleys submitted reports recommending that the City Council pass two proposed ordinances transmitted therewith (which were referred to the committee on July 29, 1969) for *repeal* of ordinances which granted privileges in public ways.

On separate motions made by Alderman Sain each of the said proposed *repealing* ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Fifielski, Kerwin, O'Rourke, Sperling—43.

*Nays*—None.

Said two *repealing* ordinances, as passed, read respectively as follows (the Italic heading in each case not being a part of the ordinance):

*Repeal of Railway Express Agency, Inc. Ordinance.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the ordinance passed by the City Council January 14, 1966, appearing on pages 6288 and 6289 of the Journal of the Proceedings of said date, which granted permission and authority to Railway Express Agency, Incorporated, to maintain and use a steam pipe on top of the westerly steel girder over W. Polk Street easterly of S. Sherman Street, attached to the south wall of the subway in W. Polk Street to the west line of S. LaSalle Street; be and the same is hereby repealed as of December 1, 1968.

The City Comptroller is hereby authorized to cancel all outstanding Warrants for Collection subsequent to November 30, 1968.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

*Repeal of Hanchett Paper Co. Ordinance.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the ordinance passed by the City Council October 11, 1951, appearing on page 1080 of the Journal of the Proceedings of said date, which granted permission and authority to Hanchett Paper Company to maintain and use a railroad switch track at street grade on the easterly side of N. Kingsbury Street from the northerly line of the easterly and westerly public alley northwesterly of N. Larrabee Street, thence southeasterly along the east side of N. Kingsbury Street a distance of 120 feet; be and the same is hereby repealed as of May 15, 1969.

The City Comptroller is hereby authorized to cancel all outstanding Warrants for Collection subsequent to May 14, 1969.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

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### Conveyance of Property Accepted for Opening of Portion of S. Burley Av. and Portion of North-South Alley for Public Street and Public Alley Purposes.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (which was referred to the committee on July 29, 1969):

WHEREAS, It is desired to open the West half of S. Burley Avenue between a line 299.62 feet, more or less, North of E. 132nd Street and a line 37.5 feet North thereof, also a North-South 14 foot alley between the above referred to lines, said alley being the northerly extension of the existing North-South 14 foot public alley in the block bounded by E. 131st Street, E. 132nd Street, S. Burley Avenue and S. Brandon Avenue, and

WHEREAS, The accompanying deeds provide for said opening; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the accompanying deeds from Edward E. Bloom and Josephine Bloom to the City of Chicago, providing for opening part of S. Burley Avenue and part of a North-South alley comprising the following described property, be accepted by the City of Chicago for public street and public alley purposes:

The East Thirty-three (33) feet of the following described parcel of property: A strip of land Thirty-seven and One-half (37½) feet in width (except the West One Hundred Twenty-five (125) feet thereof) lying North of and adjoining Block Seven (7) in Car Shops Subdivision of Hegewisch and extending from the East line of Hegewisch Avenue as said Avenue is shown on the recorded plat of said Subdivision to the East line of the Northwest Quarter (N.W.¼) of the Northeast Quarter (N.E.¼) of Section Thirty-one (31), Township Thirty-seven (37) North, Range Fifteen (15) East of the Third Principal Meridian. (For public street purposes as a part of S. Burley Avenue);

Also

The West Fourteen (14) feet of the following described parcel of property: A strip of land Thirty-seven and One-half (37½) feet in width (except the West One Hundred Twenty-five (125) feet thereof) lying North of and adjoining Block Seven (7) in Car Shops Subdivision of Hegewisch and extending from the East line of Hegewisch Avenue as said Avenue is shown on the recorded plat of said Subdivision to the East line of the Northwest Quarter (N.W.¼) of the Northeast Quarter (N.E.¼) of said Section Thirty-one (31). (For public alley purposes).

SECTION 2. The City Comptroller is hereby authorized and directed to register in the Office of the Registrar of Titles of Cook County, Illinois, the accompanying deeds.

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

On motion of Alderman Sain the foregoing proposed ordinance was *Passed*, by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Fifielski, Kerwin, O'Rourke, Sperling—43.

*Nays*—None.

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### Public Alleys Vacated in Block Bounded by W. Congress Parkway, W. Harrison St., S. Hoyne Av. and S. Leavitt St.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass a proposed ordinance (which was drafted and submitted in compliance with an order passed on April 9, 1969, page 5289) for the vacation of all of the public alleys in the block bounded by W. Congress Parkway, W. Harrison Street, S. Hoyne Avenue and S. Leavitt Street.

On motion of Alderman Sain said proposed ordinance was *Passed*, by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Fifielski, Kerwin, O'Rourke, Sperling—43.

*Nays*—None.

**The following is said ordinance as passed:**

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant vacation of public alleys described in the following ordinance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That all of the East-West Eighteen (18) foot public alley lying North of and adjoining the North line of Lots Thirteen (13) to Twenty-six (26), both inclusive, and lying South of and adjoining the South line of Lots Twenty-seven (27), Twenty-eight (28) and Thirty-seven (37) to Forty (40), both inclusive, in Block One (1) of R.J. Hamilton's Subdivision of the West Half (W.½) of the East Half (E.½), except the West Two and One-half (2½) chains, of the Northwest Quarter (N.W.¼) of Section Eighteen (18), Township Thirty-nine (39) North, Range Fourteen (14) East of the Third Principal Meridian; lying South of and adjoining the South line of Lots One (1) to Five (5), both inclusive, in Heaysman's Subdivision of Lots Thirty-three (33), Thirty-four (34), Thirty-five (35) and Thirty-six (36) in Block One (1) of

R. J. Hamilton's Subdivision aforementioned, and lying South of and adjoining the South line of Lots One (1) to Six (6), both inclusive, in Wilson's Subdivision of Lots Twenty-nine (29), Thirty (30), Thirty-one (31) and Thirty-two (32) in Block One (1) of R. J. Hamilton's Subdivision aforementioned; also all of the North-South Fifteen (15) foot public alley lying West of and adjoining the West line of Lots One (1) to Eight (8), both inclusive, and lying East of and adjoining the East line of Lots Thirteen (13) and Forty (40) and the East line of said Lot Thirteen (13) produced North Eighteen (18) feet, in Block One (1) of R. J. Hamilton's Subdivision aforementioned and lying West of and adjoining the West line of Lot Five (5) and said West line produced North Ten and Sixteen Hundredths (10.16) feet, in K. A. Shaw's Subdivision of Lots Nine (9), Ten (10), Eleven (11) and Twelve (12) in Block One (1) of said R. J. Hamilton's Subdivision, and all of the North-South Twelve (12) foot public alley lying West of and adjoining the West line of Lots Twenty-six (26) and Twenty-seven (27) and the West line of said Lot Twenty-six (26) produced North Eighteen (18) feet, in Block One (1) of said R. J. Hamilton's Subdivision, lying East of and adjoining the East line of Lots Twenty-one (21) to Twenty-nine (29), both inclusive, in Block Two (2) of Young's Subdivision of the West Five (5) acres of the Southeast Quarter (S.E.¼) of the Northwest Quarter (N.W.¼) of Section Eighteen (18), Township Thirty-nine (39) North, Range Fourteen (14) East of the Third Principal Meridian, and lying East of and adjoining the East line of Lot Seven (7) in Thompson's Subdivision of Lots Nineteen (19) and Twenty (20) and the South Fourteen (14) feet of Lot Eighteen (18) in Block Two (2) of Young's Subdivision aforementioned; said public alleys herein vacated being further described as all of the public alleys in the block bounded by W. Harrison Street, W. Congress Parkway, S. Hoyne Avenue and S. Leavitt Street, as colored in red and indicated by the words "TO BE VACATED" on the plat hereto attached, which plat for greater certainty is hereby made a part of this ordinance, be and the same are hereby vacated and closed, inasmuch as the same are no longer required for public use and the public interest will be subserved by such vacations.

SECTION 2. The vacations herein provided for are made upon the express condition that within six (6) months after the passage of this ordinance, the Medical Center Commission shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance.

SECTION 3. This ordinance shall take effect and be in full force and effect from and after its passage and approval, subject however, to the condition of Section Two (2) hereof.

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### Public Alleys Vacated in Block Bounded by W. Schiller St., W. LeMoyne St., N. Damen Av. and N. Hoyne Av.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass a proposed ordinance (which was drafted and submitted in compliance with an order passed on May 28, 1969, page 5609) for the vacation of all of the east-west 16-foot public alley and all of the north-south 18-foot public alley lying north of the south line of said east-west public alley extended east, in the block bounded by W. Schiller Street, W. LeMoyne Street, N. Damen Avenue and N. Hoyne Avenue.

On motion of Alderman Sain said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Fifielski, Kerwin, O'Rourke, Sperling—43.

*Nays*—None.

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of public alleys described in the following ordinance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That all of the East-West Sixteen (16) foot public alley lying North of and adjoining the North line of Lots Fifteen (15) to Twenty-four (24), both inclusive, and the North line of said Lot Fifteen (15) produced East to the West line of Lot Eight (8), lying Northwesterly of and adjoining the Northwesterly line of said Lot Twenty-four (24), lying South of and adjoining the South line of Lots Thirty-nine (39) to Forty-eight (48), both inclusive, lying Southwesterly of and adjoining the Southwesterly line of said Lot Thirty-nine (39) and lying Southeasterly of and adjoining the Southeasterly line of said Lot Forty-eight (48), lying West of and adjoining the East line of said Lot Forty-eight (48) produced South Twenty-one (21) feet, and lying East of and adjoining the West line of said Lot Twenty-four (24) produced North Twenty-six (26) feet; also all of the North-South Eighteen (18) foot public alley lying West of and adjoining the West line of Lots One (1) to Eight (8), both inclusive, lying East of and adjoining the East line of Lot Forty-eight (48) and said East line produced South Twenty-one (21) feet, and lying North of and adjoining the North line of Lot Fifteen (15) produced East to the West line of said Lot Eight (8), all in Block Eight (8) of D. S. Lee's Addition to Chicago in Section Six (6), Township Thirty-nine (39) North, Range Fourteen (14) East of the Third Principal Meridian; said public alleys herein vacated being further described as all of the East-West public alley and all of the North-South public alley lying North of the South line of said East-West public alley extended East, all in the block bounded by W. Schiller Street, W. LeMoyne Street, N. Damen Avenue and N. Hoyne Avenue, as colored in red and indicated by the words "TO BE VACATED" on the plat hereto attached, which plat for greater certainty is hereby made a part of this ordinance, be and the same are hereby vacated and closed, except for such rights as are reserved to Commonwealth Edison Company and Illinois Bell Telephone Company by Section Two (2) hereof, inasmuch as the same with the exception of the reservations contained in Section Two (2) hereof, are no longer required for public use and the public interest will be subserved by such vacations.

SECTION 2. The City of Chicago hereby reserves for the benefit of Commonwealth Edison Company and Illinois Bell Telephone Company, their successors or assigns, easements to operate, maintain, construct, replace and renew overhead poles, wires and associated equipment and underground conduit, cables and associated equipment, for the transmission and distribution of electric energy and telephonic and associated services under, over and along all of the East-West and North-South public alleys as herein vacated, with the right of ingress and egress.

SECTION 3. The vacations herein provided for are made upon the express condition that within six (6) months after the passage of this ordinance, the Chicago Housing Authority shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance.

SECTION 4. This ordinance shall take effect and be in full force and effect from and after its passage and approval, subject however, to the condition of Section Three (3) hereof.

### East-West Public Alley Vacated in Block Bounded by W. Huron St., W. Superior St., N. Hudson Av. and N. Kingsbury St.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass a proposed ordinance (which was drafted and submitted in compliance with an order passed on June 19, 1968, page 3124) for the vacation of all of the east-west 16-foot public alley in the block bounded by W. Huron Street, W. Superior Street, N. Hudson Avenue and N. Kingsbury Street.

**On motion of Alderman Sain said proposed ordinance was *Passed,* by yeas and nays as follows:**

***Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Fifielski, Kerwin, O'Rourke, Sperling—43.**

***Nays*—None.**

**The following is said ordinance as passed:**

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of public alley described in the following ordinance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That all of the East-West Sixteen (16) foot public alley lying South of and adjoining the South line of Lots One (1) to Fourteen (14), both inclusive, and lying North of and adjoining the North line of Lots Fifteen (15) to Twenty-eight (28), both inclusive, in Block Six (6) of Higgins Law and Company's Addition in Section Nine (9), Township Thirty-nine (39) North, Range Fourteen (14) East of the Third Principal Meridian; said public alley herein vacated being further described as all of the East-West public alley in the block bounded by W. Huron Street, W. Superior Street, N. Hudson Avenue and N. Kingsbury Street, as colored in red and indicated by the words "TO BE VACATED" on the plat hereto attached, which plat for greater certainty is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The vacation herein provided for is made upon the express condition that within ninety (90) days after the passage of this ordinance, Montgomery Ward Realty Corporation shall pay or cause to be paid to the City of Chicago as compensation for the benefits which wil accrue to the owner of the property abutting said public alley hereby vacated, the sum of fifty-nine thousand two hundred forty-five and no/100 dollars ($59,245.00), which sum in the judgment of this body will be equal to such benefits; and further, shall within ninety (90) days after the passage of this ordinance deposit in the City Treasury of the City of Chicago a sum sufficient to defray all costs of removing paving and curb returns and constructing sidewalk and curb across the entrances to the East-West public alley herein vacated, similar to the sidewalk and curb in N. Hudson Avenue and N. Kingsbury Street, respectively, between W. Huron Street and W. Superior Street. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Streets and Sanitation after such investigation as is requisite.

SECTION 3. This ordinance shall take effect and be in force from and after its passage subject to the conditions of Section Two (2) hereof, provided that the said Montgomery Ward Realty Corporation shall within ninety (90) days after the passage of this ordinance, file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance.

### Parts of N. Ogden Av. and Part of North-South Public Alley Vacated in Block Bounded by W. Wisconsin St., N. Sedgwick St., N. Ogden Av. and N. Lincoln Av. and Provision Made for Opening for Additional Right of Way.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass a proposed ordinance (which was drafted and submitted in compliance with an order passed on April 17, 1969, page 5344) for the vacation of part of N. Ogden Avenue between N. Sedgwick Street and W. Wisconsin Street and parts of N. Ogden Avenue between W. Wisconsin Street and N. Lincoln Avenue; also all that part of the north-south 10-foot public alley lying south of a line six feet south of and parallel with the south line of the east-west public alley extended west, in the block bounded by W. Wisconsin Street, N. Sedgwick Street, N. Ogden Avenue and N. Lincoln Avenue; also a proposed resolution providing for the opening of six feet of additional right of way on the south side of the existing 10-foot public alley running west from N. Ogden Avenue between W. Wisconsin Street and N. Lincoln Avenue.

**On motion of Alderman Sain said proposed ordinance was *Passed,* by yeas and nays as follows:**

***Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shan-**

non, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Fifielski, Kerwin, O'Rourke, Sperling—43.

*Nays*—None.

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of parts of public street and part of public alley described in the following ordinance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That all that part of N. Ogden Avenue opened by Condemnation Proceedings, ordinance passed by the City Council February 18, 1919, Order of Possession March 1, 1945, County Court General No. 42162, being all those parts of Lots Nine (9), Ten (10), Eleven (11), and Twelve (12) in Lonergan's Subdivision of the South Two (2) acres of Block Thirty-nine (39) in Canal Trustees' Subdivision of the North Half (N.½) and the North Half (N.½) of the Southeast Quarter (S.E.¼) and the East Half (E.½) of the Southwest Quarter (S.W.¼) of Section Thirty-three (33), Township Forty (40) North, Range Fourteen (14) East of the Third Principal Meridian, lying Southeasterly of a line drawn through a point on the Southwesterly line of N. Lincoln Avenue, Twenty-one and Sixty-four Hundredths (21.64) feet Northwesterly of the intersection of the West line of Lonergan Street and the Southwesterly line of N. Lincoln Avenue and through a point on the North line of W. Wisconsin Street, One Hundred Eighty-one and Eighty-seven Hundredths (181.87) feet West of the West line of Lonergan Street, said described line being the Northwesterly line of N. Ogden Avenue as opened, and lying West of the West line of N. Orleans Street extended North; also all that part of said N. Ogden Avenue opened by Condemnation Proceedings being part of Lot One (1) in Subdivision of Lots Nineteen (19), Twenty (20) and Twenty-one (21) in Armstrong's Subdivision of the North part and Lots Sixteen (16) and Seventeen (17) in Lonergan's Subdivision of the South part of Block Thirty-nine (39) in Canal Trustees' Subdivision aforementioned, also being part of Lots Fourteen (14), Fifteen (15) and Eighteen (18) and part of the Ten (10) foot alley now lying within N. Ogden Avenue lying North of and adjoining said Lot Fifteen (15) together with part of original Lonergan Street now a part of N. Ogden Avenue, in Lonergan's Subdivision aforementioned, all of the above mentioned property taken as a tract bounded and described as follows: Beginning at the Southwest corner of Lot Twenty-two (22) in Lonergan's Subdivision aforementioned; thence West along the North line of W. Wisconsin Street and said North line extended, a distance of Eighty-three and Sixty-one Hundredths (83.61) feet to a line that is Fifty (50) feet East of and parallel with the West line of N. Orleans Street extended North; thence North along said parallel line a distance of One Hundred and Seventy-six Hundredths (100.76) feet to its intersection with a line that is Forty-four (44) feet Southeasterly of and parallel with the Northwesterly line of said N. Ogden Avenue as opened by Condemnation Proceedings and heretofore described; thence Northeasterly along said line which is Forty-four (44) feet Southeasterly of and parallel with the Northwesterly line of said N. Ogden Avenue as opened, a distance of Ninety-four and Eighty-three Hundredths (94.83) feet to the Southwesterly line of N. Lincoln Avenue as extended; thence Southeasterly along the Southwesterly line of N. Lincoln Avenue as extended, a distance of Sixty-four and Thirty-six Hundredths (64.36) feet to the Southeasterly line of N. Ogden Avenue as opened by Condemnation Proceedings, said Southeasterly line described as a line drawn through a point in the East line of Lonergan Street, Forty-eight and Twenty-two Hundredths (48.22) feet South of the intersection of the East line of Lonergan Street and the Southwesterly line of N. Lincoln Avenue and through a point in the Southwesterly line of N. Lincoln Avenue, Thirty and Forty-four Hundredths (30.44) feet Southwesterly of the intersection of the East line of Lonergan Street and the Southwesterly line of N. Lincoln Avenue; thence Southwesterly along said Southeasterly line of N. Ogden Avenue as opened, to its intersection with the West line of Lot Eighteen (18) in said Lonergan's Subdivision aforementioned; thence South along the West line of Lots Eighteen (18), Nineteen (19), Twenty (20), Twenty-one (21) and Twenty-two (22) to the point of beginning; and all that part of said N. Ogden Avenue opened by Condemnation Proceedings, being all of Lots Seven (7), Eight (8) and Forty-five (45) and all those parts of Lots One (1), Two (2), Three (3), Four (4), Five (5) and Six (6) in E. Ward's Subdivision of part of Block Forty-four (44) in Canal Trustees' Subdivision aforementioned, lying Southeasterly of a line drawn through a point in the South line of W. Wisconsin Street, One Hundred Twenty-four and Eighty-three Hundredths (124.83) feet East of the East line of N. Sedgwick Street and through a point in the East line of N. Sedgwick Street, One Hundred Fifty-three and Ninety-nine Hundredths (153.99) feet South of the South line of W. Wisconsin Street, also all those parts of Lots Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Forty-six (46), Forty-seven (47), Forty-eight (48) and Forty-nine (49) in said E. Ward's Subdivision, lying Northwesterly of a line drawn through a point in the South line of W. Wisconsin Street, Three and Two-tenths (3.2) feet West of the West line of N. Orleans Street (formerly known as N. Hammond Street) and through a point in the East line of N. Sedgwick Street, Three Hundred Twenty-five and Fifty-three Hundredths (325.53) feet South of the South line of W. Wisconsin Street, and all that part of Lot Forty-four (44) in said E. Ward's Subdivision lying Northwesterly of a line Sixteen (16) feet Northwesterly of and parallel with the Southeasterly line of said N. Ogden Avenue as opened and heretofore described; also all that part of the North-South Fifteen (15) foot public alley now lying within N. Ogden Avenue lying East of and adjoining the East line of Lots One (1) to Seven (7), both inclusive, lying West of and adjoining the West line of Lots Forty-four (44) and Forty-five (45) and said West line of Lot Forty-four (44) extended North and lying Northerly of and adjoining a line Sixteen (16) feet Northwesterly of and parallel with the Southeasterly line of N. Ogden Avenue as opened and heretofore described, and all that part of the East-West Fifteen (15) foot public alley now lying within N. Ogden Avenue lying North of and adjoining the North line of Lot Forty-four (44), lying South of and adjoining the South line of Lot Forty-five (45) and lying Westerly of and adjoining a line Sixteen (16) feet Northwesterly of and parallel with the Southeasterly line of said N.Ogden Avenue as opened and heretofore described, excepting a triangular shaped part of said N. Ogden Avenue as opened being parts of Lots Two (2), Three (3), Four (4) and Five (5) taken as a tract in E. Ward's Subdivision aforementioned bounded and described as follows: Beginning at the intersection of the Northwesterly line of said N. Ogden Avenue with a line Ninety (90) feet East of and parallel with the West line of said Lots One (1) to Five (5); thence South along said described line to its intersection with a line Seventeen and Seventy-five Hundredths (17.75) feet North of and parallel with the South line of said Lot Five (5); West along said described line to its intersection with the Northwesterly line of said N. Ogden Avenue as opened; thence Northeasterly along the Northwesterly line of said N. Ogden Avenue as opened to the point of beginning; also all that part of the North-South Ten (10) foot public alley lying West of and adjoining the West line of Lot Nine (9) and lying East of and adjoining the East line of Lots Three (3), Four (4) and Five (5) in said Lonergan's Subdivision, lying East of and adjoining the East line of Lot One (1) in Resubdvision of Lots Six (6), Seven (7) and Eight (8) in said Lonergan's Subdivision and lying South of and adjoining the South line of the North Six (6) feet of said Lot Nine (9) produced West Ten (10) feet in said Lonergan's Subdivision, also a triangular shaped part of the North-South public alley as opened by Condemnation Proceedings, ordinance passed by the City Council January 23, 1924, confirmed February 15, 1929, Order of Possession by County Court February 25, 1941, being all that part of Lot Nine (9) in Lonergan's Subdivision aforementioned, lying Northwesterly of and adjoining a line drawn from a point on the North line of said Lot Nine (9), Fifteen (15) East of the Northwest corner of said Lot, to a point on the West line of said Lot, Fifteen (15) feet South of the Northwest corner of said Lot Nine (9), and lying South of and adjoining a line Six (6) feet South of and parallel with the North line of said Lot Nine (9); said parts of public street herein vacated being further described as all that part of N. Ogden Avenue lying North of the North line of W. Wisconsin Street extended East and lying West of the West line of N. Orleans Street extended North; also all that part of N. Ogden Avenue including that part of Lonergan Street now a part of N. Ogden Avenue lying East of a line Fifty (50) feet East of and parallel with the West line of N. Orleans Street extended North, and lying Southeasterly of a line Forty-four (44) feet Southeasterly of and parallel with the Northwesterly line of said N. Ogden Avenue between W. Wisconsin Street and N. Lincoln Avenue, and all that part of N. Ogden Avenue lying between N. Sedgwick Street and W. Wisconsin Street, except a triangular shaped part of said N. Ogden Avenue lying West of a line Ninety (90) feet East of and parallel with the East line of N. Sedgwick Street and lying North of a line approximately One Hundred (100) feet South of the South line of W. Wisconsin Street, and except that part of the Southeasterly Sixteen (16) feet of said N. Ogden Avenue lying between the North line of the East-West public alley extended West and the West line of the North-South public alley extended North, and said part of public alley herein vacated being further described as all that part of the North-South public alley lying South of a line Six (6) feet South of and parallel with the South line of the East-West public alley extended West, in the block bounded by W. Wisconsin Street, N. Sedgwick Street, N. Ogden Avenue and N. Lincoln Avenue, as colored in red and indicated by the words "To Be Vacated" on the plat hereto attached, which plat for greater certainty is hereby made a part of this ordinance, be and the same are hereby vacated and closed, except for such rights as are reserved to the Illinois Bell Telephone Company by Section Two (2) hereof, inasmuch as the same with the exception of the reservation contained in Section Two (2) hereof, are no longer required for public use and the public interest will be subserved by such vacations.

Section 2. The City of Chicago hereby reserves for the benefit of the Illinois Bell Telephone Company, its successors or assigns, an easement to operate, maintain, construct, replace and renew overhead poles, wires and associated equipment and underground conduit, cables and associated equipment for the transmission and distribution of telephonic and associated services under, over and along that part of N. Ogden Avenue herein vacated lying between a line Seventy-five (75) feet West of and parallel with the West line of N. Orleans Street and the West line of North-South Fifteen (15) foot public alley between said N. Orleans Street and N. Sedgwick Street, produced North to the South line of W. Wisconsin Street, with the right of ingress and egress.

Section 3. The vacations herein provided for are made upon the express condition that within six (6) months after the passage of this ordinance, the City of Chicago shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance.

Section 4. This ordinance shall take effect and be in full force and effect from and after its passage and approval, subject however, to the condition of Section Three (3) hereof.

—

On motion of Alderman Sain the following proposed resolution transmitted with the pending committee report was *Adopted*, by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Fifielski, Kerwin, O'Rourke, Sperling—43.

*Nays*—None.

The following is said resolution as adopted:

Whereas, Urban Renewal Plan for Project Lincoln Park I provides, among other things, for opening 6 feet of additional right of way on the South side of the existing 10 foot public alley running West from N. Ogden Avenue between W. Wisconsin Street and N. Lincoln Avenue, and

Whereas, The City of Chicago is the owner of all of the property involved; now, therefore,

*Be It Resolved by the City Council of the City of Chicago:*

That the following described property shall be opened for public alley purposes:

The North Six (6) feet of Lots Nine (9), Ten (10), Eleven (11) and Twelve (12), except that part of said Lot Nine (9) taken for alley and except that part of said Lot Twelve (12) taken for a part of N. Ogden Avenue, in Lonergan's Subdivision of the South Two (2) acres of Block Thirty-nine (39) in Canal Trustees' Subdivision of the North Half (N.½) and the North Half (N.½) of the Southeast Quarter (S.E.¼) and the East Half (E.½) of the Southwest Quarter (S.W.¼) of Section Thirty-three (33), Township Forty (40) North, Range Fourteen East of the Third Principal Meridian.

*Be It Further Resolved:*

That the City of Chicago (Department of Urban Renewal) shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this resolution.

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### Board of Local Improvements Requested to Institute Special-Assessment Proceedings for Paving of Certain Alleys and Streets.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass the following proposed order transmitted therewith (as a substitute for proposed orders referred to the committee on July 29 and September 5, 1969).

*Ordered,* That the Board of Local Improvements is hereby requested to institute the necessary proceedings for the paving with concrete, by special assessment, of the roadways of the following alleys and streets:

Alley in the block bounded by W. 36th Street, S. Rockwell Street, W. 36th Place and S. Washtenaw Avenue;

Alley south of W. 40th Place between S. Sacramento Avenue and S. Richmond Street;

Alley bounded by W. Birchwood Avenue, W. Howard Street, N. Sheridan Road and N. Lake Shore Drive;

Alley bounded by W. Estes Avenue, W. Touhy Avenue, N. Greenview Avenue and N. Glenwood Avenue;

W. 48th Place between S. Western Avenue and S. Campbell Avenue;

W. 93rd Street from S. Normal Avenue to S. Eggleston Avenue;

W. 94th Street from S. Normal Avenue to S. Eggleston Avenue.

On motion of Alderman Sain the foregoing substitute proposed order was *Passed.*

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### Ordinances Passed for Street and Alley Improvements by Special Assessment.

The Committee on Local Industries, Streets and Alleys, to which had been referred (on October 9, 1968 and September 5, 1969) nineteen proposed ordinances recommended by the Board of Local Improvements for street and alley improvements, submitted reports recommending that the City Council pass said proposed ordinances (transmitted therewith).

On separate motions made by Alderman Sain *each* of the said proposed ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Fifielski, Kerwin, O'Rourke, Sperling—43.

*Nays*—None.

The following are descriptive summaries of the said nineteen improvement ordinances as passed:

#### *Alley between W. Wellington Av., W. George St., N. Neva Av. and N. Harlem Av.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadway of the alley between W. Wellington Avenue, W. George Street, N. Neva Avenue and N. Harlem Avenue.

#### *Alleys between S. Archer Av., W. 42nd St., S. Mozart St. and S. Francisco Av.—Sewers, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadways of the alleys between S. Archer Avenue, W. 42nd Street, S. Mozart Street and S. Francisco Avenue.

#### *Alleys between W. Archer Av., W. 56th St., S. Newland Av. and S. Sayre Av.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadways of the alleys between W. Archer Avenue, W. 56th Street, S. Newland Avenue and S. Sayre Avenue.

#### *Alleys between W. Archer Av., W. 56th St., S. Nordica Av. and S. Nottingham Av.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadways of the alleys between W. Archer Avenue, W. 56th Street, S. Nordica Avenue and S. Nottingham Avenue.

#### *Alleys between W. Archer Av., W. 56th St., S. Sayre Av. and S. Nordica Av.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadways of the alleys between W. Archer Avenue, W. 56th Street, S. Sayre Avenue and S. Nordica Avenue.

#### *Alleys between W. Archer Av., W. 56th St., S. Neva Av. and S. Harlem Av., Etc.—Grading, Paving and Improving.*

An ordinance for grading, paving and otherwise improving the roadways of the alleys between W. Archer Avenue, W. 56th Street, S. Neva Avenue and S. Harlem Avenue; also that part of the north-south alley from a line parallel with and eighteen feet south of the north line of W. 56th Street to the north line of W. 56th Street.

### *Alley between W. 51st St., W. 52nd St., S. Newcastle Av. and S. New England Av.—Sewer, Etc. Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete catchbasin complete, and for grading, paving and otherwise improving the roadway of the alley between W. 51st Street, W. 52nd Street, S. Newcastle Avenue and S. New England Avenue.

### *Alley between W. 57th St., W. 58th St., S. Rutherford Av. and S. Oak Park Av.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, for grading, paving and otherwise improving the roadway of the alley between W. 57th Street, W. 58th Street, S. Rutherford Avenue and S. Oak Park Avenue.

### *Alley between W. 58th St., the P.C.C. & St. Louis RR. Co. Right of Way, S. Aberdeen St. and S. May St., Etc.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadway of the alley between W. 58th Street, the P.C.C. & St. Louis Railroad Co. right of way, S. Aberdeen Street and S. May Street; from the south line of W. 58th Street to the south line of Lot 4 produced west of McCarthy's subdivision of the west half of the southwest quarter of the northeast quarter of Section 17-38-14.

### *Alleys between W. 59th St., Indiana Harbor Belt RR., S. Merrimac Av. and S. Mobile Av.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manhole and new concrete catchbasin complete, and for grading, paving and otherwise improving the roadways of the alleys between W. 59th Street, Indiana Harbor Belt Railroad, S. Merrimac Avenue and S. Mobile Avenue.

### *Alley between W. 62nd St., W. 62nd Pl., S. St. Louis Av. and S. Central Park Av., Etc.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadway of the alley between W. 62nd Street, W. 62nd Place, S. St. Louis Avenue and S. Central Park Avenue; also that part of the alley from a line parallel with and eighteen feet east of the west line of S. St. Louis Avenue to the west line of S. St. Louis Avenue; also that part of the alley from a line parallel with and twelve feet west of the east line of S. Central Park Avenue to the east line of S. Central Park Avenue.

### *Alleys between W. 62nd St., W. 63rd St., S. Maplewood Av. and S. Rockwell St.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadways of the alleys between W. 62nd Street, W. 63rd Street, S. Maplewood Avenue and S. Rockwell Street.

### *Alley between E. 77th St., E. 78th St., S. Maryland Av. and S. Cottage Grove Av.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadway of the alley between E. 77th Street, E. 78th Street, S. Maryland Avenue and S. Cottage Grove Avenue.

### *Alley between E. 82nd St., E. 83rd St., S. Kenwood Av. and S. Kimbark Av., Etc.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadway of the alley between E. 82nd Street, E. 83rd Street, S. Kenwood Avenue and S. Kimbark Avenue; also that part of the alley from a line parallel with and eighteen feet north of the south line of E. 82nd Street to the south line of E. 82nd Street.

### *Alleys between E. 83rd St., E. 84th St., S. Dr. Martin Luther King, Jr. Drive and S. Calumet Av.—Sewers, Etc. and Grading, Paving and Improving.*

An ordinance for constructing tile pipe sewers with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadways of the alleys between E. 83rd Street, E. 84th Street, S. Dr. Martin Luther King, Jr., Drive and S. Calumet Avenue.

### *Alley between W. 83rd Pl., W. 84th St., S. Hamlin Av. and S. Springfield Av.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadway of the alley between W. 83rd Place, W. 84th Street, S. Hamlin Avenue and S. Springfield Avenue.

### *Alley between W. 85th St., W. 86th St., S. Kolmar Av. and S. Kenton Av.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadway of the alley between W. 85th Street, W. 86th Street, S. Kolmar Avenue and S. Kenton Avenue.

### *Alley between W. 100th St., W. 101st St., S. Talman Av. and S. Washtenaw Av.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadway of the alley between W. 100th Street, W. 101st Street, S. Talman Avenue and S. Washtenaw Avenue.

*Improvement of S. Essex Av.*

An ordinance for grading, paving and improving S. Essex Avenue from the south line of E. 93rd Street to the north line of E. 94th Street.

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### Ordinances Repealed for Laying of Drains and Lead Water Service Pipes in S. Melvina Av. System.

The Committee on Local Industries, Streets and Alleys, to which had been referred (on September 5, 1969) two proposed ordinances submitted by the Board of Local Improvements to *repeal* ordinances previously passed for the laying of drains and lead water service pipes, submitted reports recommending that the City Council pass the said proposed repealing ordinances (transmitted therewith).

On separate motions made by Alderman Sain *each* of the said proposed *repealing* ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Fifielski, Kerwin, O'Rourke, Sperling—43.

*Nays*—None.

The following is a summary of the said two *repealing* ordinances:

*Repeal of Ordinance for Laying Drains in S. Melvina Av. System.*

An ordinance to *Repeal* the ordinance passed by the City Council on April 9, 1969, as is noted on pages 5270-5271 of the Journal of the Proceedings of said date, for the laying of the best quality of vitrified tile pipe of six inches internal diameter and five-eighths of an inc hin thickness, laid with the best quality of natural hydraulic cement mortar, in a system of streets as follows:

> S. Moody Avenue from the south line of W. 51st Street to a line parallel with and one hundred seventy feet south of the south line of W. 54th Street; etc. (S. Melvina Avenue System).

*Repeal of Ordinance for Laying Lead Water Service Pipes in S. Melvina Av. System.*

An ordinance to *Repeal* the ordinance passed by the City Council on April 9, 1969, as is noted on page 5271 of the Journal of the Proceedings of said date, for laying lead water service pipes, including brass taps and stopcocks and iron shut-off boxes, in a system of streets as follows:

> S. Moody Avenue from the south line of W. 51st Street to a line parallel with and one hundred seventy feet south of the south line of W. 54th Street; etc. (S. Melvina Avenue System).

### Ordinance Repealed for Construction of Sewer, Etc. and Grading, Paving and Improving of Specified Alley.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, recommended by the Board of Local Improvements (which was referred to the committee on September 5, 1969) to *repeal* the ordinance passed by the City Council on January 17, 1969, as is noted on page 4883 of the Journal of the Proceedings of said date, for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadway of the alley between W. 64th Street, W. 64th Place, S. Central Park Avenue and S. Lawndale Avenue.

On motion of Alderman Sain said proposed *repealing* ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Fifielski, Kerwin, O'Rourke, Sperling—43.

*Nays*—None.

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### *Re-Referred to Board of Local Improvements*—PROPOSED ORDINANCE FOR CONSTRUCTION OF TILE PIPE SEWER, ETC. AND GRADING, PAVING AND IMPROVING ALLEY BETWEEN W. 44TH ST., W. 45TH ST., S. KILPATRICK AV. AND S. KEATING AV.

The Committee on Local Industries, Streets and Alleys submitted the following report:

CHICAGO, September 17, 1969.

*To the President and Members of the City Council:*

Your Committee on Local Industries, Streets and Alleys, to which was referred (on September 5, 1969) a proposed ordinance submitted by the Board of Local Improvements for constructing tile pipe sewer with concrete manholes and catchbasins complete, and for grading, paving and improving the roadway of the alley between W. 44th Street, W. 45th Street, S. Kilpatrick Avenue and S. Keating Avenue, begs leave to recommend that Your Honorable Body re-refer said proposed ordinance to the Board of Local Improvements.

This recommendation was concurred in by 8 members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) HARRY L. SAIN,
*Chairman.*

On motion of Alderman Sain the committee's recommendation was *Concurred In.*

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# MATTERS PRESENTED BY THE ALDERMEN

**(Presented by Wards, in Order, Beginning with the First Ward).**

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Claims.
4. Unclassified Matters (arranged in order according to Ward numbers).
5. Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection and Water Rate Exemptions, Etc.

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*Proposed ordinances, orders and resolutions, described below, were presented by the aldermen named, as noted. Except where otherwise noted or indicated hereinbelow, unanimous consent was given to permit action by the City Council on each of said proposed ordinances, orders and resolutions without previous committee consideration, in accordance with the provisions of Council Rule 43.*

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## 1. TRAFFIC REGULATIONS, TRAFFIC SIGNS AND TRAFFIC-CONTROL DEVICES.

### *Referred*—Proposed Order for Removal of Parking Meter at No. 3208 N. Cicero Av.

Alderman Cullerton (38th Ward) presented a proposed order for the removal of one parking meter located in front of No. 3208 N. Cicero Avenue; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—Proposed Ordinances to Prohibit at All Times Parking of Vehicles at Specified Locations.

The aldermen named below presented proposed ordinances to prohibit at all times the parking of vehicles at the locations designated, for the distances specified, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Location and Distance* |
|---|---|
| Lupo (9th Ward) | S. Emerald Avenue (both sides) between W. 121st and W. 122nd Streets |
| Swinarski (12th Ward) | W. 43rd Street (south side) between S. Kedzie and S. Archer Avenues |
| Sande (34th Ward) | N. Karlov Avenue, at No. 1900. |

### *Referred*—Proposed Ordinance to Discontinue Prohibition against Parking of Vehicles at All Times on Portion of N. Campbell Av.

Alderman Brandt (33rd Ward) presented a proposed ordinance to discontinue the prohibition against the parking of vehicles at all times in front of the premises located at No. 2417 N. Campbell Avenue; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—Proposed Ordinances to Prohibit Parking of Vehicles during Specified Hours at Specified Locations.

The aldermen named below presented proposed ordinances to prohibit the parking of vehicles, during the hours designated, at the locations specified, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Location, Distance and Time* |
|---|---|
| Zydlo (26th Ward) | W. Walnut Street (south side) between a point 125 feet west of N. Oakley Boulevard and a point 100 feet west thereof—8:00 A.M. to 6:00 P.M. (except on Saturdays, Sundays and holidays) |
| Sperling (50th Ward) | N. Ridge Avenue (east side) between W. Devon and W. Thome Avenues—7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M. |

### *Referred*—Proposed Ordinances to Limit at All Times Parking of Vehicles at Specified Locations.

The aldermen named below presented proposed ordinances to limit at all times the parking of vehicles at the locations designated, to the periods specified, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Location, Distance and Time* |
|---|---|
| Kuta (23rd Ward) | W. 63rd Street (south side) between S. Nashville Avenue and a point 200 feet east thereof—one hour |
| Zydlo (26th Ward) | N. Honore Street (east side) between W. Division Street and the alley south thereof—one hour. |

### *Referred*—Proposed Ordinance to Limit Parking of Vehicles during Specified Hours on Portion of N. Kedzie Blvd.

Alderman Sande (34th Ward) presented a proposed ordinance to limit the parking of vehicles to one hour periods from 9:00 A.M. to 6:00 P.M. (except on Saturdays, Sundays and holidays) on N. Kedzie Boulevard (west service drive) between W. Altgeld Street and a point 400 feet north thereof; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—PROPOSED ORDINANCE TO DISCONTINUE PARKING LIMITATION DURING SPECIFIED HOURS ON PORTION OF N. KEDZIE BLVD.

Alderman Sande (34th Ward) presented a proposed ordinance to discontinue the limitation on parking of vehicles during specified hours on N. Kedzie Boulevard (west curb of the West Service Drive) between W. Altgeld Street and W. Logan Boulevard; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—PROPOSED ORDINANCES TO ESTABLISH LOADING ZONES AT SUNDRY LOCATIONS.

The aldermen named below presented proposed ordinances to establish loading zones at the locations designated, for the distances specified, and for limited periods where so indicated, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Location, Distance and Time* |
|---|---|
| Roti (1st Ward) | S. Plymouth Court (No. 431) between the south end of the building to a point 50 feet north thereof |
| Cullerton (38th Ward) | N. Cicero Avenue, at No. 3208 |
| Scholl (41st Ward) | N. Milwaukee Avenue, at No. 5351—10:00 A.M. to 6:00 P.M. (except on Sundays and holidays) |

### *Referred*—PROPOSED ORDINANCE TO FIX WEIGHT LIMIT OF FIVE TONS FOR VEHICLES ON SPECIFIED PUBLIC WAY.

Alderman Staszcuk (13th Ward) presented a proposed ordinance to fix a weight limit of five tons for trucks and commercial vehicles on W. 71st Street between S. Ashland and S. Damen Avenues; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—PROPOSED ORDINANCES TO RESTRICT MOVEMENT OF VEHICULAR TRAFFIC TO SINGLE DIRECTIONS ON SPECIFIED PUBLIC WAYS.

The aldermen named below presented proposed ordinances to restrict the movement of vehicular traffic to the direction indicated in each case, on specified public ways, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Street, Distance and Direction* |
|---|---|
| Staszcuk (13th Ward) | S. Central Park Avenue between W. 70th Place and W. 71st Street—southerly |
| Simon (40th Ward) | W. Thorndale Avenue between N. Spaulding and N. Kimball Avenues—westerly |
| | W. Thorndale Avenue between N. Spaulding and N. Jersey Avenues—easterly. |

### *Referred*—PROPOSED ORDER TO DESIGNATE PORTION OF W. WILSON AV. AS "THROUGH" STREET.

Alderman Laurino (39th Ward) presented a proposed ordinance to designate W. Wilson Avenue between N. Elston Avenue and the John F. Kennedy Expressway as a "Through" street; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—PROPOSED ORDERS FOR INSTALLATIONS OF TRAFFIC SIGNS.

The aldermen named below presented proposed orders for installations of traffic signs, of the nature indicated and at the locations specified, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Location and Type of Sign* |
|---|---|
| Kuta (23rd Ward) | W. 56th Street and S. Merrimac Avenue—"4-Way Stop" |
| Zydlo (26th Ward) | N. Armour and W. Ohio Streets —"4-Way Stop" |
| Brandt (33rd Ward) | N. Honore Street and W. Wellington Avenue—"Slow" |
| Laurino (39th Ward) | W. Grace Street and N. Sacramento Avenue—"4-Way Stop" |
| | N. Kostner and W. Thorndale Avenues, W. Rogers and W. Bryn Mawr Avenues—"4-Way Stop" |
| Kerwin (for Wigoda, 49th Ward) | W. Thorndale and N. Winthrop Avenues, W. Thorndale and N. Kenmore Avenues—"Stop" |
| | N. Greenview and W. Arthur Avenues—"3-Way Stop" |
| | W. Farwell and N. Wayne Avenues—"4-Way Stop". |

### *Referred*—PROPOSED ORDER FOR INSTALLATIONS OF TRAFFIC-CONTROL SIGNALS.

Alderman Cousins (8th Ward) presented a proposed order for the installation of "Stop and Go" lights at the intersection of E. 84th Street and S. Maryland Avenue; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—PROPOSED ORDER FOR INSTALLATION OF PEDESTRIAN SIGNALS AT SPECIFIED INTERSECTION.

Alderman Singer (44th Ward) presented a proposed ordinance for the installation of pedestrian control signals at the triangular intersection of W. Roscoe Street, N. Paulina Street and N. Lincoln Avenue; which was *Referred to the Committee on Traffic and Public Safety.*

## 2. ZONING ORDINANCE AMENDMENTS.

*Referred*—PROPOSED ORDINANCES TO RECLASSIFY PARTICULAR AREAS.

Proposed ordinances for amendment of the Chicago Zoning Ordinance, for the purpose of reclassifying particular areas, were presented by the Aldermen named below, respectively, and were *Referred to the Committee on Buildings and Zoning*, as follows:

BY ALDERMAN BIGGS (29TH WARD):

To classify as a B4-2 Restricted Service District instead of a C1-2 Restricted Commercial District the area shown on Map No. 4-K bounded by

W. 16th Street; S. Keeler Avenue; the alley next south of and parallel to W. 16th Street, or the line thereof if extended where no alley exists; and S. Kildare Avenue.

BY ALDERMAN FRIED (42ND WARD):

To classify as an R6 General Residence District instead of a B4-4 Restricted Service District the area shown on Map No. 3-F bounded by

W. Schiller Street; the alley next east of and parallel to N. Clark Street; a line 104.97 feet south of W. Schiller Street; and a line 38.57 feet east of N. Clark Street.

## 3. CLAIMS.

Claims against the City of Chicago were presented by the aldermen designated below, respectively, for the claimants named, which were *Referred to the Committee on Finance*, as follows:

| *Alderman* | *Claimant* | *Alderman* | *Claimant* |
|---|---|---|---|
| Holman (4th Ward) | Richard Weisskopf | Zydlo (26th Ward) | Joseph Cotrone, Henry Stadrowski |
| Swinarski (12th Ward) | B. Carstens | Fifielski (45th Ward) | Harold Calabrese |
| Staszcuk (13th Ward) | Kenneth Micks | Kerwin (46th Ward) | Illinois Masonic Hospital. |
| Frost (21st Ward) | James Johnson | | |

## 4. UNCLASSIFIED MATTERS

### (Arranged in Order According to Ward Numbers).

***Proposed ordinances, orders and resolutions were presented by the aldermen named below, respectively, and were acted upon by the City Council in each case in the manner noted, as follows:***

### Presented by ALDERMAN ROTI (1st Ward):

### Drafting of Ordinance for Closing to Traffic Part of W. Cabrini St. Directed.

A proposed order reading as follows:

*Ordered,* That the Commissioner of Public Works is hereby directed to prepare an ordinance providing for the closing of all that part of W. Cabrini Street to vehicular traffic between S. Loomis Street and the west line of S. Ada Street extended north, for the City of Chicago and others (Urban Renewal Project Near West Side); said ordinance to be transmitted to the Committee on Local Industries, Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Roti said proposed order was *Passed.*

### Issuance of Canopy Permit Authorized.

Also a proposed order reading as follows:

*Ordered,* That the City Comptroller is hereby authorized to issue a permit to the Board of Trustees of The Young Men's Christian Association of Metropolitan Chicago to maintain an existing canopy over the sidewalk in S. Wabash Avenue, attached to the building or structure located at Nos. 818-832 S. Wabash Avenue, for a period of ten years from and after August 3, 1969, in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Buildings and the Chief Fire Prevention Engineer, said canopy not to exceed 37 feet in length nor 17 feet in width: upon the filing of the application and bond and payment of the initial compensation provided for by ordinances relating to the construction and maintenance of canopies.

On motion of Alderman Roti said proposed order was *Passed.*

*Referred*—PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE IN PUBLIC WAY.

Also a proposed ordinance for a grant of permission and authority to Harry B. Helmsley and Irving Schneider, General Partners, to maintain and use an existing vault underneath the surface of the east-west public alley north of W. Madison Street, known as W. Calhoun Place, at a point 18 feet east of the east line of N. LaSalle Street eastward for a distance of 73 feet, together with three coal holes on the surface of the alley over said vault.—*Referred to the Committee on Local Industries, Streets and Alleys.*

### Presented by ALDERMAN HOLMAN (4th Ward):

*Referred*—PROPOSED RESOLUTION FOR STUDY OF SUBJECT OF FAMILY PLANNING.

A proposed resolution for a study of the subject of family planning in all its aspects to the end that the City Council may be informed as to what remedial action is needed, if any, to further the spread of information about the subject, particularly by County case workers, etc.—*Referred to the Committee on Health.*

### Presented by ALDERMAN RAYNER (6th Ward):

*Referred*—PROPOSED ORDER FOR ELECTRICAL INSTALLATIONS TO NEWSSTAND AT N.E. COR. OF E. 64TH ST. AND S. DR. MARTIN LUTHER KING, JR. DRIVE.

A proposed order to direct the Commissioner of Streets and Sanitation to grant permission for electrical installations to newsstand located on the northeast corner of E. 64th Street and S. Dr. Martin Luther King, Jr. Drive.—*Referred to the Committee on Finance.*

### Presented by ALDERMAN RAYNER (6th Ward) and ALDERMAN COUSINS (8th Ward):

*Referred*—PROPOSED RESOLUTION TO URGE SUPT. OF POLICE TO INVESTIGATE CIRCUMSTANCES OF CHARGES AGAINST OFFICER RENAULT ROBINSON.

A proposed resolution to urge the Superintendent of Police and proper authorities of the Chicago Police Department to initiate an investigation into the circumstances of the charges against Officer Renault Robinson for alleged traffic violations.

Alderman Rayner moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed resolution. The motion to Suspend the Rules was *Lost,* by yeas and nays as follows:

*Yeas*—Aldermen Hubbard, Rayner, Cousins, Simon, Singer—5.

*Nays*—Aldermen Roti, Metcalfe, Holman, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Aiello, Casey, Cullerton, Laurino, Scholl, Fried, McCutcheon, Fifielski, Kerwin, Hoellen, O'Rourke, Sperling—40.

Thereupon, two committees having been called (the Committee on Judiciary and the Committee on Police, Fire, Civil Service, Schools and Municipal Institutions), said proposed resolution was *Referred to the Committee on Committees and Rules* in accordance with the provisions of Council Rule 44.

### Presented by ALDERMAN COUSINS (8th Ward):

**Drafting of Ordinance for Vacation of Alley Directed.**

A proposed order reading as follows:

> *Ordered,* That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of all of the north-south 14-foot public alley in the block bounded by E. 75th Street, E. 75th Place, S. Harper Avenue and S. Stony Island Avenue, for Oak Park National Bank, Trustee under Trust No. 8825; said ordinance to be transmitted to the Committee on Local Industries, Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Cousins said proposed order was *Passed.*

*Referred*—PROPOSED ORDER FOR ACQUISITION OF VACANT PROPERTY AT S.E. COR. OF E. 82ND ST. AND S. EUCLID AV. FOR PLAYLOT PURPOSES.

Also a proposed order to direct the Committee on Finance and the Committee on Forestry and Recreation to give consideration to acquisition of vacant property located at the southeast corner of E. 82nd Street and S. Euclid Avenue for playlot purposes.—*Referred to the Committee on Finance.*

### Presented by ALDERMAN BUCHANAN (10th Ward):

**Congratulations Extended The East Side Labor Day Committee on Community Activity.**

A proposed resolution reading as follows:

> WHEREAS, The City of Chicago is comprised of many great communities, and the population of our City is comprised of many great people; and
>
> WHEREAS, One such community is the area known as the East Side of Chicago. This area is the gateway to the State of Illinois and the City of Chicago. In some instances over four generations still reside; and
>
> WHEREAS, A Committee formed and called themselves "The East Side Labor Day Committee". This Committee of residents have for seven years presented for the benefit of all the people of the City of Chicago a day-long salute to labor. The day begins at 9:00 A.M. with an inspiring parade and concludes at night with a beautiful fireworks display. Throughout the day, this hard working Committee provides entertainment and competitions that bring happiness and pleasure to tens of thousands of people; and
>
> WHEREAS, This Committee has begun the yearlong effort to prepare for Labor Day Celebrations in 1970; therefore,
>
> *Be It Resolved,* That the Mayor, Richard J. Daley, and the members of the Chicago City Council salute and compliment the community group known as the East Side Labor Day Community, and/or giving this recognition salute and commend similar groups

throughout our great City of Chicago who work to build better communities and a better City.

Alderman Buchanan moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed resolution. The motion *Prevailed.*

On motion of Alderman Buchanan said proposed resolution was *Adopted.*

*Referred*—PROPOSED RESOLUTION TO DIRECT CORP. COUNSEL TO MAKE APPLICATION FOR CERTIFICATE OF EXEMPTION AS PROVIDED IN SECTION 16 OF ILLINOIS PLUMBING CONTRACTORS' CERTIFICATION ACT.

Also a proposed resolution to direct the Corporation Counsel to make application for certificate of exemption as provided for under Section 16 of Illinois Plumbing Contractors' Certification Act.—*Referred to the Committee on Buildings and Zoning.*

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## Presented by
## ALDERMAN BILANDIC (11th Ward):

### Issuance of Canopy Permit Authorized.

**A proposed order reading as follows:**

ORDERED, That the City Comptroller is hereby authorized to issue a permit to Jay and Jay, Inc., to maintain an existing canopy over the sidewalk in S. Halsted Street, attached to the building or structure located at Nos. 3516-3518 S. Halsted Street, for a period of ten years from and after August 14, 1969, in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Buildings and the Chief Fire Prevention Engineer, said canopy not to exceed 34 feet in length at building line and 13 feet in length at curb line nor 7 feet in width: upon the filing of the application and bond and payment of the initial compensation provided for by ordinances relating to the construction and maintenance of canopies.

On motion of Alderman Bilandic said proposed order was *Passed.*

*Referred*—PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE IN PUBLIC WAY.

Also a proposed ordinance for a grant of permission and authority to Hammond-Columbia Refrigerated Warehouses, Inc. to maintain and use two existing switch tracks at street grade across W. 41st Street east of the east line of S. Union Avenue.—*Referred to the Committee on Local Industries, Streets and Alleys.*

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## Presented by
## ALDERMAN KRSKA (15th Ward):

### Building Declared Public Nuisance and Ordered Demolished.

A proposed ordinance reading as follows:

WHEREAS, The building located at No. 5115 S. Maplewood Avenue (garage) is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; therefore

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The building located at No. 5115 S. Maplewood Avenue (garage) is declared a public nuisance, and the Commissioner of Buildings is authorized and directed to demolish the same.

SECTION 2. This ordinance shall be effective upon its passage.

On motion of Alderman Krska said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Fifielski, Kerwin, O'Rourke, Sperling—43.

*Nays*—None.

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## Presented by
## ALDERMAN SHERIDAN (16th Ward):

### Buildings Declared Public Nuisances and Ordered Demolished.

A proposed ordinance reading as follows:

WHEREAS, The buildings at the following locations, to wit:

No. 810 W. 57th Street,
No. 5836 S. Peoria Street (garage),
No. 5758 S. Morgan Street (garage), and
No. 5707 S. Carpenter Street,

are so deteriorated and weakened that each is structurally unsafe and a menace to life and property in its vicinity; therefore

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The buildings at the following locations, to wit:

No. 810 W. 57th Street,
No. 5836 S. Peoria Street (garage),
No. 5758 S. Morgan Street (garage), and
No. 5707 S. Carpenter Street,

are declared public nuisances, and the Commissioner of Buildings is authorized and directed to demolish the same.

SECTION 2. This ordinance shall be effective upon its passage.

On motion of Alderman Sheridan said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Fifielski, Kerwin, O'Rourke, Sperling—43.

*Nays*—None.

### Abandoned Automobiles Ordered Removed.

Also a proposed ordinance reading as follows:

WHEREAS, The automobiles at the following parked locations, to wit:

No. 5942 S. Carpenter Street (Red Plymouth),
No. 5811 S. Aberdeen Street (Gray Ford),
No. 6245 S. May Street (Brown Rambler),
No. 5904 S. Sangamon Street (Red Pontiac),
No. 5901 S. Sangamon Street (Blue Ford),
No. 5504 S. Green Street (Gray/White Ford),
No. 5547 S. Green Street (Black Pontiac),
No. 5534 S. Emerald Avenue (Green Chevrolet),
No. 5821 S. Carpenter Street (Maroon Chevrolet),
No. 5837 S. Carpenter Street (Green/White Chrysler),
No. 5856 S. May Street (Blue Chevrolet),
No. 646 W. 58th Street (Blue Ford),
No. 705 W. 57th Street (Black Ford),
No. 6452 S. May Street (White Pontiac),
No. 1041 W. 65th Street (Red Chevrolet),
No. 6855 S. Aberdeen Street (Tan Plymouth),
No. 6220 S. Ada Street (White/Green Pontiac),
No. 6246 S. Paulina Street (Black Chevrolet),
No. 5613 S. Peoria Street (White Rambler), and
No. 5934 S. Paulina Street (White Cadillac),

are in such a state of disrepair as to be incapable of being driven in their present condition; and

WHEREAS, Said automobiles have not been moved or used for more than seven consecutive days; and

WHEREAS, Said automobiles in their present condition and locations constitute a hazard to both life and property; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the automobiles described below at their parked locations, to wit:

No. 5942 S. Carpenter Street (Red Plymouth),
No. 5811 S. Aberdeen Street (Gray Ford),
No. 6245 S. May Street (Brown Rambler),
No. 5904 S. Sangamon Street (Red Pontiac),
No. 5901 S. Sangamon Street (Blue Ford),
No. 5504 S. Green Street (Gray/White Ford),
No. 5547 S. Green Street (Black Pontiac),
No. 5534 S. Emerald Avenue (Green Chevrolet),
No. 5821 S. Carpenter Street (Maroon Chevrolet),
No. 5837 S. Carpenter Street (Green/White Chrysler),
No. 5856 S. May Street (Blue Chevrolet),
No. 646 W. 58th Street (Blue Ford),
No. 705 W. 57th Street (Black Ford),
No. 6452 S. May Street (White Pontiac),
No. 1041 W. 65th Street (Red Chevrolet),
No. 6855 S. Aberdeen Street (Tan Plymounth),
No. 6220 S. Ada Street (White/Green Pontiac),
No. 6246 S. Paulina Street (Black Chevrolet),
No. 5613 S. Peoria Street (White Rambler), and
No. 5934 S. Paulina Street (White Cadillac),

are hereby declared to be abandoned automobiles and the Superintendent of Police is authorized and directed to remove said automobiles to the nearest vehicle pound or any other facility designated by the Superintendent of Police.

SECTION 2. This ordinance shall be effective upon its passage.

On motion of Alderman Sheridan said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Fifielski, Kerwin, O'Rourke, Sperling—43.

*Nays*—None.

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### Presented by
### ALDERMAN FITZPATRICK (19th Ward):

*Referred*—PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE IN PUBLIC WAY.

A proposed ordinance for a grant of permission and authority to The Catholic Bishop of Chicago to install, maintain and use a communication cable 5/8 inch in diameter, encased in a rubber jacket, 66 feet over and above S. Hoyne Avenue from the northwest side of S. Hoyne Avenue to the southeast side of S. Hoyne Avenue, to be attached to a pole installed on school property, to be used for communication purposes between Christ the King School at No. 9240 S. Hoyne Avenue and the Mobile Classrooms of said school at No. 9257 S. Hoyne Avenue.—*Referred to the Committee on Local Industries, Streets and Alleys.*

---

### Presented by
### ALDERMAN CAMPBELL (20th Ward):

### Buildings Declared Public Nuisances and Ordered Demolished.

A proposed ordinance reading as follows:

WHEREAS, The buildings at the following locations, to wit:

No. 5801 S. Calumet Avenue (L-shaped building),
No. 5803 S. Calumet Avenue,
No. 5807 S. Calumet Avenue,
No. 5809 S. Calumet Avenue,
No. 347 E. 58th Street, and
No. 349 E. 58th Street,

are so deteriorated and weakened that each is structurally unsafe and a menace to life and property in its vicinity; therefore

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The buildings at the following locations to wit:

No. 5801 S. Calumet Avenue (L-shaped building),
No. 5803 S. Calumet Avenue,
No. 5807 S. Calumet Avenue,
No. 5809 S. Calumet Avenue,
No. 347 E. 58th Street, and
No. 349 E. 58th Street,

are declared public nuisances, and the Commissioner of Buildings is authorized and directed to demolish the same.

SECTION 2. This ordinance shall be effective upon its passage.

On motion of Alderman Campbell said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Fifielski, Kerwin, O'Rourke, Sperling—43.

*Nays*—None.

*Referred*—PROPOSED ORDER TO PERMIT FRANK MASCIOPINTO TO OCCUPY SPACE IN UNPAVED PORTION OF WEST SIDE OF S. CALUMET AV. NORTH OF E. 63RD ST.

Also a proposed order for issuance of a permit to Frank Masciopinto to occupy 50 feet by 200 feet of space in the unpaved portion of the west side of S. Calumet Avenue north of E. 63rd Street.—*Referred to the Committee on Local Industries, Streets and Alleys.*

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### Presented by
### ALDERMAN FROST (21st Ward):

### North-South Public Alley Vacated South of W. 85th St. between S. Perry and S. Lafayette Aves., Etc.

A proposed ordinance reading as follows:

WHEREAS, An ordinance was passed by the City Council on April 9, 1969, pages 5256-57 of the Journal of the Proceedings of said date, providing for the vacation of all of the North-South Sixteen (16) foot public alley in the area bounded by W. 85th Street, a line Sixty-five (65) feet, more or less, South thereof, S. Lafayette Avenue and S. Perry Avenue, and

WHEREAS, Said ordinance was not recorded within the time limit of ninety (90) days as provided in the ordinance, and

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of public alley described in the following ordinance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That all of the North-South Sixteen (16) foot public alley lying West of and adjoining the West line of Lots Fifteen (15) and Sixteen (16), lying East of and adjoining the East line of Lots Seventeen (17) and Eighteen (18), and lying North of and adjoining a line drawn from the Southwest corner of said Lot Sixteen (16) to the Southeast corner of said Lot Seventeen (17), in Walsh's Subdivision in the East Half (E.½) of the Southeast Quarter (S.E.¼) of Section Thirty-three (33), Township Thirty-eight (38) North, Range Fourteen (14) East of the Third Principal Meridian; said public alley herein vacated being further described as all of the North-South public alley in the area bounded by W. 85th Street, a line Sixty-five (65) feet, more or less, South thereof, said line being the South terminus of said alley, S. Lafayette Avenue and S. Perry Avenue, as colored in red and indicated by the words "TO BE VACATED" on the plat hereto attached, which plat for greater certainty is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The vacation herein provided for is made upon the express condition that within ninety (90) days after the passage of this ordinance, Johnson Products Company, Inc., shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said public alley hereby vacated, the sum of one thousand three hundred and no/100 dollars ($1,300.00), which sum in the judgement of this body will be equal to such benefits.

SECTION 3. This ordinance shall take effect and be in force from and after its passage subject to the condition of Section Two (2) hereof, provided that the said Johnson Products Company, Inc. shall within ninety (90) days after the passage of this ordinance, file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance.

Alderman Frost moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed ordinance. The motion *Prevailed.*

On motion of Alderman Frost said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Fifielski, Kerwin, O'Rourke, Sperling—43.

*Nays*—None.

*Referred*—PROPOSED ORDINANCE TO PERMIT C.T.A. TO INSTALL, MAINTAIN AND OPERATE MOTORBUS ROUTE ON DESIGNATED STREETS AS PART OF W. 103RD ST.

Also a proposed ordinance for a grant of consent and permission to Chicago Transit Authority to install, maintain and operate a motorbus route on E. 99th Street from S. Michigan Avenue to S. State Street—westerly, and on S. State Street from E. 99th Street to E. 95th Street—northerly, as part of Chicago Transit Authority's bus route No. 103A—*Referred to the Committee on Local Transportation.*

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### Presented by
### ALDERMAN MARZULLO (25th Ward):

### Issuance of Canopy Permit Authorized.

A proposed order reading as follows:

*Ordered,* That the City Comptroller is hereby authorized to issue a permit to American National Bank and Trust Company of Chicago, not individually, but at Trustee under Trust Agreement dated July 25, 1969, known as Trust No. 28161, to maintain an existing canopy over the sidewalk in S. Rockwell Street, attached to the building or structure located at Nos. 1333-1345 S. Rockwell Street, for a period of ten years from and after October 7, 1969, in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Buildings and the Chief Fire Prevention Engineer, said canopy not to exceed 85 feet in length nor 6 feet in width: upon the filing of the application and bond and payment of the initial compensation provided for by ordinances relating to the construction and maintenance of canopies.

On motion of Alderman Marzullo said proposed order was *Passed.*

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### Presented by
### ALDERMAN BIGGS (29th Ward):

*Referred*—PROPOSED ORDER AND PETITION FOR ACQUISITION OF VACANT PROPERTY SOUTH OF SPECIFIED ALLEY FOR PLAYGROUND PURPOSES.

A proposed order (together with a petition) to direct the Committee on Finance and the Committee on Forestry and Recreation to give consideration to acquisition of all the vacant property south of the alley bounded by S. Karlov Avenue, S. Pulaski Road and W. Roosevelt Road for playground purposes for children attending the Frazier Elementary School.—*Referred to the Committee on Finance.*

*Referred*—PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE IN PUBLIC WAY.

Also a proposed ordinance for a grant of permission and authority to Sears, Roebuck & Company to maintain and use an existing one-story covered bridge or passageway over and across S. Central Park Avenue from a point on the east line thereof 101 feet south of W. Arthington Street to a point on the west line thereof 98 feet south of W. Arthington Street, connecting the 2nd floor of the building known as No. 3559 W. Arthington Street with the corresponding floor of the premises known as No. 3601 W. Arthington Street.—*Referred to the Committee on Local Industries, Streets and Alleys.*

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### Presented by
### ALDERMAN KEANE (31st Ward):

### Authority Granted for Issuance and Sale of City of Chicago Tax Anticipation Warrants for Year 1969 in Lieu of Certain Warrants Now Held in City Funds as Investment.

A proposed ordinance reading as follows:

WHEREAS, The tax anticipation warrants issued by the City of Chicago, hereinafter described, were purchased with funds in the City treasury which were not immediately necessary for the particular purposes for which said funds were set aside and the taxes in anticipation of which said warrants were issued have not been received by the City; and

WHEREAS, It is now deemed expedient to convert said tax anticipation warrants into money for the restoration of the funds invested in said tax anticipation warrants for use for the particular purposes for which said funds were set aside; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The City Comptroller and the City Treasurer hereby are authorized to issue and sell new warrants, as provided in Sections 8-1-11 to 8-1-14, inclusive, of the Illinois Municipal Code in lieu of the following original tax anticipation warrants heretofore issued by the City of Chicago and now held as an investment in the funds of the City:

CITY OF CHICAGO TAX ANTICIPATION WARRANTS OF THE YEAR 1969

| *Date of Issue* | *Numbers and Denominations* | *Total* |
|---|---|---|
| | *For Corporate Purposes:* | |
| July 31, 1969 | C-7371 to C-7670, Incl., $100,000 each | $30,000,000 |
| | *For Municipal Tuberculosis Sanitarium Purposes:* | |
| July 31, 1969 | M-87 to M-92, Incl., $100,000 each | $ 600,000 |
| | *For Relief (General Assistance) Purposes:* | |
| March 28, 1969 | R-77 to R-90, Incl., $ 50,000 each | $ 700,000 |
| | *For Forestry Purposes* | |
| July 30, 1969 | F-1 | $ 25,000 |
| | F-2 to F-25, Incl., $100,000 each | $ 2,400,000 |

The authority to issue the original warrants above described hereby is reaffirmed in all respects.

SECTION 2. The new warrants hereby authorized to be issued and sold shall be of a like principal amount, for the same purpose and in anticipation of the sames taxes as the original warrants were issued, and shall be subject to all the provisions in Sections 8-1-11 to 8-1-14, inclusive, of the Illinois Municipal Code. The new warrants may have any date subsequent to the date of the original tax anticipation warrants, shall be of the denomination of $1000 or multiples thereof, shall bear interest not to exceed six and one half per cent per annum from the date thereof until paid and shall be sold by the City Comptroller at not less than the par value thereof and accrued interest from the date thereof.

SECTION 3. Simultaneously with the delivery of and receipt of payment for any of the new tax anticipation warrants, a like principal amount of the original warrants that were issued against the same tax that is anticipated by the new warrants, together with so much of the interest accrued thereon as the proceeds of the sale of the new tax anticipation warrants will permit, shall be paid and cancelled.

The proceeds of the sale of the new tax anticipation warrants shall be paid to the City Treasurer to restore the funds of the City of Chicago invested in the original tax anticipation warrants. Before cancellation of the principal amount of any original warrant, the City Treasurer shall separately endorse thereon the amount paid and the date of payment in the following order: (1) the principal amount so paid and (2) the amount of accrued interest paid. The City Treasurer shall also endorse upon the original tax anticipation warrants the amount of interest accrued thereon and unpaid, and the same shall not be paid until all principal and interest upon the new warrants shall be fully paid or until money has been set aside for payment thereof, if the new warrants are not presented for payment after they are called for redemption.

SECTION 4. This ordinance shall be in force from and after its passage and approval.

Alderman Keane moved to *Suspend the Rules Tem-*

*porarily* to permit immediate consideration of and action upon the foregoing proposed ordinance. The question being put, the motion *Prevailed.*

On motion of Alderman Keane the said proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Sperling —46.

*Nays*—None.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

## Consent Given for Issuance of $20,000,000 Working Cash Fund Bonds for City of Chicago and Providing for Levy of Taxes for Payment of Principal Thereof and Interest Upon Said Bonds.

Also a proposed ordinance reading as follows:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. For the purpose of creating a working cash fund for the City of Chicago, as authorized by Sections 8-6-1 to 8-6-6, inclusive, of the "Illinois Municipal Code" as amended by House Bill No. 2006, enacted at the regular session of the 76th General Assembly and approved by the Governor of the State of Illinois on August 11, 1969, there are authorized to be issued bonds of the City of Chicago in the principal amount of $20,000,000 to be designated Working Cash Fund Bonds. The bonds shall be dated July 1, 1969, shall be numbered from 1 to 4000, inclusive, shall be of the denomination of $5,000 each and shall mature as follows: $3,000,000 on January 1 of each of the years 1971 and 1972, $2,500,000 on January 1 of each of the years 1973 to 1976, inclusive, and $2,000,000 on January 1 of each of the years 1977 and 1978, and shall bear interest at the rate of six and one-half per cent (6½%) per annum, until paid (unless said issue of bonds or any part thereof is sold as provided by Section 4 of this ordinance bearing a rate of interest less than six and one-half per cent (6½%), in which event the bonds so sold shall be printed and executed bearing such lesser rate of interest until paid), payable July 1, 1970, and semi-annually thereafter on the first days of July and January in each year. Both principal of and interest upon said bonds shall be payable at the office of the City Treasurer in the City of Chicago, Illinois, or at the office of the Fiscal Agent of the City of Chicago in the City of New York, at the option of the holder. Interest due on or prior to maturity is payable only upon presentation and surrender of the interest coupons hereto attached as they severally become due.

These bonds shall be signed by the Mayor of said City and shall be sealed with the corporate seal thereof and attested by the City Clerk and countersigned by the City Comptroller, and the interest coupons evidencing the interest on said bonds shall be executed with the facsimile signature of said officials, which officials by the execution of said bonds shall adopt as and for their own proper signature their respective facsimile signatures appearing upon each of said interest coupons.

SECTION 2. Each of these bonds shall be subject to registration as to the principal in the name of the owner on the books of the City Comptroller, such registration being noted upon each bond so registered and after such registration payment of the principal thereof shall be made only to the registered owner. Any bond so registered, upon the request in writing of such owner, personally or by attorney in fact, may be transferred either to a designated transferee or to bearer, and the principal of any bond so transferred and registered to bearer shall thereupon be and become payable to bearer in like manner as if such bond had not been registered. Registration of any bonds as to principal shall not affect the negotiability of the coupons thereto attached, which shall continue to be negotiable by delivery merely.

SECTION 3. The bonds, coupons and provision for registration shall be substantially in the following form:

(Form of Bond)
United States of America
State of Illinois
County of Cook
City of Chicago
Working Cash Fund Bond

No. ............... $5,000

Know All Men by These Presents, that the City of Chicago in the County of Cook and State of Illinois, for value received promises to pay to bearer or, if this bond be registered as to principal, to the registered owner hereof, the sum of Five Thousand Dollars ($5,000) on the first day of January, 19..., with interest thereon from the date hereof until paid at the rate of per annum, payable July 1, 1970, and semi-annually thereafter on the first days of July and January in each year. Interest due on or prior to maturity is payable only on presentation and surrender of the interest coupons hereto attached as they severally mature. Both principal of and interest upon this bond are payable in lawful money of the United States of America at the office of the City Treasurer in the City of Chicago, Illinois, or at the office of the Fiscal Agent of the City of Chicago in the City of New York, at the option of the holder. For the prompt payment of the bond, both principal and interest, as the same become due, and for the levy of taxes sufficient therefor, the full faith, credit and resources of said City of Chicago are hereby irrevocably pledged.

This bond is one of a series of bonds in the principal amount of $20,000,000 issued for the purpose of creating a working cash fund for the City of Chicago under authority of Sections 8-6-1 to 8-6-6, inclusive, of the "Illinois Municipal Code" as amended by House Bill No. 2006, enacted at the regular session of the 76th General Assembly and approved by the Governor of the State of Illinois on August 11, 1969, and of all other laws thereunto enabling, and is authorized by ordinance duly adopted by the City Council of said City.

It is hereby certified and recited that this bond is authorized by and is issued in conformity with all requirements of the Constitution and laws of the State of Illinois; that all acts, conditions and things required to be done precedent to and in the issue of the series of bonds of which this bond is one have been properly done, happened and been performed in regular and due form and time as required by law; that the total indebtedness of said City of Chicago, including this bond, does not exceed any constitutional or statutory limitation and that provision has been made for the collection of a direct annual tax upon all the taxable property in said City sufficient to pay the interest hereon and the principal hereof when the same matures.

This bond is subject to registration as to principal in the name of the owner on the books of the City Comptroller of the City of Chicago, such registration to be evidenced by notation of said Comptroller on the back hereof, and after such registration no transfer hereof, except upon such books and similarly noted hereon, shall be valid unless the last registration shall have been to bearer. Registration hereof shall not affect the negotiablity of the interest coupons hereto attached which shall continue to be negotiable by delivery merely.

In Witness Whereof, the City of Chicago by its City Council has caused this bond to be signed by its Mayor, sealed with its corporate seal and attested to by its City Clerk and countersigned by its Comptroller and has caused the annexed interest coupons to be executed with the facsimile signatures of said officials all as of the first day of July, 1969.

..........................................
Mayor

Attested:

..................................
City Clerk

Countersigned:

..................................
City Comptroller

(Form of Coupon)

No. ................ $...........

On the first day of .................., 19......, the City of Chicago, Illinois, promises to pay to bearer .......................................... Dollars ($................) in lawful money of the United States of America at the office of the City Treasurer in the City of Chicago, or at the office of the Fiscal Agent of the City of Chicago in the City of New York, at the option of the holder, for interest due that day on its working Cash Fund Bond dated as of July 1, 1969. No. ........................

..............................................
Mayor

Attested:

..............................................
City Clerk

Countersigned:

..............................................
City Comptroller

(Form of Registration)

| Date of Registration | Name of Registered Owner | Signature of City Comptroller |
|---|---|---|
| ........................ | ............................... | ............................... |

SECTION 4. The bonds hereby authorized shall be executed as herein provided and thereupon shall be deposited for safekeeping under the direction and control of the City Comptroller and shall be sold and delivered by the City Comptroller as the proceeds are needed for the purpose for which the bonds are authorized.

The City Comptroller shall advertise for proposals to purchase said bonds; such advertisement shall be published once in the Chicago's Today, being a newspaper having a general circulation in the City of Chicago, and once in The Bond Buyer, a financial newspaper published in the City of New York, such publication to be made at least ten days prior to the date when bids for the purchase of said bonds will be opened.

The advertisement for proposals shall provide that the bonds so offered for sale may bear a rate or rates of interest in multiples of one-fourth or one-tenth of one per cent not exceeding the rate of six and one-half per cent (6½%) per annum and that the bonds so offered will be awarded by the City Comptroller to the acceptable bidder offering to purchase said bonds at the lowest net interest cost to the City; provided further, that such acceptable bidder shall offer to pay not less than par and accrued interest for the bonds.

If any or all of these bonds are sold bearing a rate of interest less than six and one-half per cent (6½%) per annum, such sale shall be approved by the City Council by ordinance, which shall recite the amount of the bonds so sold and their maturities and interest rate, and thereafter the City Council shall adopt an ordinance which shall set out the amount of taxes to be extended and collected so as to produce in each of such years sufficient money for the payment of interest upon such bonds at such lesser interest rate as the same becomes due. Said ordinance shall direct the County Clerk of Cook County to reduce and abate the amount of taxes hereby levied for the payment of interest upon the bonds so sold so that the amounts to be extended and collected in each of said years for payment of interest thereon will equal the amount of such interest computed at the rate of interest less than six and one-half per cent (6½%) borne by the bonds that were sold and delivered.

A certified copy of said ordinance shall be filed in the office of the County Clerk of Cook County, which shall constitute direction and authority for such reduction and abatement of taxes so levied for payment of interest on such bonds.

SECTION 5. For the purpose of providing for the funds required to pay the interest on said bonds promptly when and as the same falls due, and to pay and discharge the principal thereof at maturity, there be and there is hereby levied upon all the taxable property within the City of Chicago in each year while any of said bonds are outstanding a direct annual tax sufficient for that purpose, and there be and there is hereby levied upon all the taxable property in said City, in addition to all other taxes, the following direct annual tax, to-wit:

For the year 1969, a tax sufficient to produce the sum of $5,502,500 for interest and principal up to and including July 1, 1971;

For the year 1970, a tax sufficient to produce the sum of $4,007,500 for interest and principal;

For the year 1971, a tax sufficient to produce the sum of $3,328,750 for interest and principal;

For the year 1972, a tax sufficient to produce the sum of $3,166,250 for interest and principal;

For the year 1973, a tax sufficient to produce the sum of $3,003,750 for interest and principal;

For the year 1974, a tax sufficient to produce the sum of $2,841,250 for interest and principal;

For the year 1975, a tax sufficient to produce the sum of $2,195,000 for interest and principal; and

For the year 1976, a tax sufficient to produce the sum of $2,065,000 for interest and principal.

Provision to meet the requirements of this section shall be included in the annual appropriation bill of the City of Chicago for each of the years aforesaid and the City of Chicago hereby obligates itself annually in due time and manner to perform all things and take all action required by law to carry out the provisions of this section.

In the event proceeds of taxes hereby levied are not available in time to meet any payments of principal of and interest upon said bonds including the interest due, then the fiscal officers of said City are hereby directed to make such payments from any funds of the City that may be temporarily so used, and when the proceeds of such taxes are received such funds shall be reimbursed, all to the end that the credit of the City may be preserved.

A copy of this ordinance, duly certified by the City Clerk, shall be filed in the office of the County Clerk of Cook County and shall constitute authority for the extension and collection of such taxes as required by the Constitution.

SECTION 6. If the money received from the taxes levied for the payment of these bonds is not immediately necessary for their payment, or if the money received from the sale of said bonds is not immediately necessary to be used for transfer to the corporate fund as herein provided, the Treasurer and City Comptroller may invest said moneys in bonds or other interest-bearing direct obligations of the United States or in full faith and credit bonds of the State of Illinois or in general obligation bonds of the City of Chicago.

All interest upon these bonds or interest-bearing obligations and all money paid in redemption or realized from sale thereof, if thereafter sold, shall be credited to and placed in the particular fund used to purchase the specified bonds or interest-bearing obligations.

The maturity date of the invested securities shall be prior to the due date of the bonds for the payment of which said money was collected and prior to the time when money is required to be transferred to the corporate fund, respectively, and said securities may be sold when necessary to obtain cash to meet bond and interest payments and to obtain cash for transfer to the corporate fund, respectively.

SECTION 7. This ordinance shall be operative and valid without the submission thereof to the electors of the City of Chicago for approval in accordance with the requirements of Section 8-6-2 of the "Illinois Municipal Code", as amended.

SECTION 8. This ordinance shall be in force upon its adoption and publication as by law provided, which publication shall be made within ten days after its adoption.

Alderman Keane moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed ordinance. The question being put, the motion *Prevailed.*

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Aiello, Casey, Cullerton, Laurino, Scholl, Fried, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Sperling—45.

*Nays*—Alderman Simon—1.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

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### Presented by
### ALDERMAN AIELLO (36th Ward):

### Buildings Declared Public Nuisances and Ordered Demolished.

A proposed ordinance reading as follows:

WHEREAS, The buildings at the following locations, to wit:

No. 2150 N. McVickers Avenue,
No. 2160 N. Mulligan Avenue, and
No. 2311 N. Natchez Avenue,

are so deteriorated and weakened that each is structurally unsafe and a menace to life and property in its vicinity; therefore

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The buildings at the following locations, to wit:

No. 2150 N. McVickers Avenue,
No. 2160 N. Mulligan Avenue, and
No. 2311 N. Natchez Avenue,

are declared public nuisances, and the Commissioner of Buildings is authorized and directed to demolish the same.

SECTION 2. This ordinance shall be effective upon its passage.

On motion of Alderman Aiello said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Fifielski, Kerwin, O'Rourke, Sperling—43.

*Nays*—None.

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### Presented by
### ALDERMAN SIMON (40th Ward) and OTHERS:

### *Referred*—PROPOSED RESOLUTION TO REEXAMINE DECISION TO APPROVE CONSTRUCTION OF NEW AUDY HOME, ETC.

A proposed resolution (presented by Aldermen Simon, Rayner, Cousins and Singer) to request the Committee on Finance to reexamine the decision previously reached by the City Council to approve and support the construction of a new Audy Home in view of the recent recommendation of the John Howard Association, etc., and to report its recommendations.—*Referred to the Committee on Finance.*

### *Referred*—PROPOSED RESOLUTION FOR INVESTIGATION OF RATES FOR PARKING IN PRIVATE GARAGES, ETC.

Also a proposed resolution (presented by Aldermen

Simon, Scholl, Singer, Hoellen and Sperling) to request the Committee on Finance to investigate and report as to the extent to which rates for parking in private garages in the area bounded by the Chicago River on the north, Franklin Street on the west, Michigan Avenue on the east and Congress Street on the south, have risen since the rates in publicly-owned parking facilities in the same area were increased, etc.—*Referred to the Committee on Finance.*

### Presented by
### ALDERMAN McCUTCHEON (43rd Ward):

*Referred*—PROPOSED RESOLUTION TO INCREASE POLICE PERSONNEL IN ARMITAGE-DAYTON AREA, ETC.

A proposed resolution to request the Police Department to increase substantially the concentration of police in the Armitage-Dayton area; also to appoint a committee composed of members of the City Council to hold public hearings to determine what further measures the City can take to prevent the growth of lawlessness, etc.

Alderman McCutcheon moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed resolution. The motion to Suspend the Rules was *Lost.*

Whereupon said proposed resolution was *Referred to the Committee on Police, Fire, Civil Service, Schools and Municipal Institutions.*

### Presented by
### ALDERMAN SINGER (44th Ward):

#### Issuance of Carnival Permit Authorized.

**A proposed order reading as follows:**

*Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to issue a permit to The Harris School, a regularly organized charitable or religious organization, for the period beginning October 18, 1969 and ending October 18, 1969, inclusive, or in the event of rain, on October 19, 1969 for the conduct of a carnival or street fair on W. Wrightwood Avenue between N. Lakeview and N. Pine Grove Avenues, in accordance with the City's carnivals ordinance, Sections 34-49.1 to 34-49.5, inclusive; and upon issuance of said permit the Commissioner of Streets and Sanitation shall provide barricades to prohibit vehicular traffic over the portion of the street affected, as provided by said carnivals ordinance.

On motion of Alderman Singer said proposed order was *Passed.*

#### Issuance of Canopy Permit Authorized.

**Also a proposed order reading as follows:**

*Ordered,* That the City Comptroller is hereby authorized to issue a permit to Sherwell Realty Company to maintain an existing canopy over the sidewalk in W. Wellington Avenue, attached to the building or structure located at No. 3000 N. Sheridan Road, for a period of ten years from and after October 26, 1969, in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Buildings and the Chief Fire Prevention Engineer, said canopy not to exceed 12 feet in length nor 24 feet in width: upon the filing of the application and bond and payment of the initial compensation provided for by ordinances relating to the construction and maintenance of canopies.

On motion of Alderman Singer said proposed order was *Passed.*

### Presented by
### ALDERMAN O'ROURKE (48th Ward):

#### Building Declared Public Nuisance and Ordered Demolished.

A proposed ordinance reading as follows:

WHEREAS, The building located at Nos. 1100-1116 W. Ainslie Street is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; therefore

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The building located at Nos. 1100-1116 W. Ainslie Street is declared a public nuisance, and the Commissioner of Buildings is authorized and directed to demolish the same.

SECTION 2. This ordinance shall be effective upon its passage.

On motion of Alderman O'Rourke said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Fifielski, Kerwin, O'Rourke, Sperling—43.

*Nays*—None.

## 5. FREE PERMITS, LICENSE FEE EXEMPTIONS, CANCELLATION OF WARRANTS FOR COLLECTION, AND WATER RATE EXEMPTIONS, ETC.

**Proposed ordinances, orders, etc. described below, were presented by the aldermen named, and were *Referred to the Committee on Finance,* as follows:**

*Free Permits to Churches, Etc.:*

BY ALDERMAN RAYNER (FOR ALDERMAN DESPRES, 5TH WARD):

LaRabida Sanitarium, E. 65th Street and Lake Michigan—remodeling and renovation of existing physical therapy building, all electrical work and use of water in conjunction therewith.

BY ALDERMAN BUCHANAN (10TH WARD):

The Catholic Bishop of Chicago (Sacred Heart Church), No. 2864 E. 96th Street—construction of a new convent, addition to existing school building and use of water in conjunction therewith.

BY ALDERMAN BRANDT (33RD WARD):

St. Luke's Lutheran Church of Logan Square, No. 2645 N. Francisco Avenue—renovation and remodeling of existing parsonage building, all electrical work and use of water in conjunction therewith.

*License Fee Exemptions for Homes, Hospitals, Day Care Centers, Etc.:*

BY ALDERMAN LAURINO (39TH WARD):

Lutheran Welfare Services of Illinois, No. 364 W. Oak Street.

*Cancellation of Warrants for Collection:*

BY ALDERMAN FITZPATRICK (19TH WARD):

The Washington and Jane Smith Home, No. 11335 S. Western Avenue—fuel burning equipment inspection.

BY ALDERMAN KUTA (23RD WARD):

Crawford Bible Church, No. 4153 W. 31st Street—sign inspection.

BY ALDERMAN KEANE (31ST WARD):

Park View Home, No. 1401 N. California Avenue—refrigeration inspection.

BY ALDERMAN LAURINO (39TH WARD):

Basilica of Queen of All Saints, No. 6280 N. Sauganash Avenue—elevator inspection.

Lutheran Welfare Services of Illinois Thrift Shop, No. 3031 N. Central Avenue—mechanical ventilation system inspection.

BY ALDERMAN SINGER (44TH WARD):

Second Church of Christ Scientist, No. 2700 N. Pine Grove Avenue—elevator inspection and maintenance of two (2) "No Parking" signs.

BY ALDERMAN HOELLEN (47TH WARD):

Bethany Church, No. 5030 N. Ashland Avenue—sign inspection.

*Cancellation of Existing Water Rates and for Exemption from Future Rates:*

BY ALDERMAN COLLINS (24TH WARD):

Nancy T. Robinson, No. 12645 S. Manistee Avenue, owner, for premises located at No. 1227 S. Christiana Avenue.

*Waiving of Fees:*

BY ALDERMAN SINGER (44TH WARD):

McCormick Theological Seminary, No. 800 W. Belden Avenue—installation and maintenance of four (4) "No Parking" signs.

BY ALDERMAN SPERLING (50TH WARD):

Temple Menorah, No. 2800 W. Sherwin Avenue—installation and maintenance of two (2) "No Parking" signs.

# UNFINISHED BUSINESS.

## Chicago Zoning Ordinance Amended to Reclassify Area Shown on Map No. 1-E.

On motion of Alderman Metcalfe the City Council took up for consideration the report of the Committee on Buildings and Zoning deferred and published on September 5, 1969, page 6018, recommending that the City Council pass a proposed ordinance transmitted with the committee's report [Proposed ordinance printed in Committee Pamphlet No. 16].

Alderman Metcalfe moved to concur in the committee's recommendation and pass said proposed ordinance. The motion Prevailed and said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Bohling, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Aiello, Casey, Cullerton, Laurino, Scholl, Fried, Fifielski, Kerwin, O'Rourke, Sperling—40.

*Nays*—Aldermen Rayner, Cousins, Simon, McCutcheon, Singer, Hoellen—6.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

**The following is said ordinance as passed:**

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C3-7 Commercial Manufacturing District Symbols and indications as shown on Map No. 1-E in the area bounded by;

The south Dock Line of the Chicago River as established by Ordinance passed August 15, 1952 and amended by Ordinance passed December 11, 1952; a line 3,095 feet east of the west line of N. Michigan Avenue; a line 140 feet south of the north line of E. Randolph Street, or the line thereof if extended where no street exists; a line 2,022 feet east of the west line of N. Michigan Avenue; the north line of E. Randolph Street; the east line of N. Stetson Street; the north line of E. Lake Street; the east line of N. Beaubien Court; the north line of E. South Water Street; a line 55.53 feet west of the east line of N. Beaubien Court, or the line thereof if extended where no street exists; the south line of the alley next north of and parallel to E. South Water Street; the east line of the alley next east of and parallel to N. Michigan Avenue; a line 138.74 feet north of the north line of the alley next north of and parallel to E. South Water Street, or the line thereof if extended where no alley exists; a line 55.53 feet west of the east line of N. Beaubien Court or the line thereof if extended where no street exists; a line 428.773 feet north of the north line of E. South Water Street; a line 19.69 feet west of the east line of N. Beaubien Court, or the line thereof if extended where no street exists; a line 468.819 feet north of E. South Water Street; and a line 68.43 feet east of the east line of N. Beaubien Court, or the line thereof if extended where no street exists,

to the designation of a Residential-Business Plan-

# RESIDENTIAL-BUSINESS PLANNED DEVELOPMENT
# (AIR RIGHTS)
# PLAN OF DEVELOPMENT

## STATEMENTS

1. The area delineated herein as "Residential-Business Planned Development" is presently owned by the Illinois Central Railroad Company except as otherwise set forth immediately hereafter. Options to purchase portions of the property are presently outstanding in Prudential Insurance Company of America, Illinois Center Corporation, Metropolitan Structures, Inc., Interstate Investments, Inc., and the Jupiter Corporation. Portions of the property are owned by Randolph-Outer Drive East Venture, a Partnership, and American National Bank and Trust Company of Chicago as Trustee under Trust No. 25421, dated October 31, 1967, of which Metropolitan Structures, an Illinois limited partnership, is beneficiary. A portion of the property is the subject of a contract to purchase held by Standard Oil Company of Indiana. Each of the foregoing parties has designated the Illinois Central Railroad Company as its agent to secure a Planned Development zoning ordinance of the City of Chicago covering the entire area of property known as the Randolph Terminal Properties Area.

2. Off-street parking shall be provided in compliance with this Plan of Development, subject to the review of the Department of Streets and Sanitation and approval by the Department of Development and Planning.
Off-street loading facilities shall be provided in compliance with this Plan of Development, subject to the review of the Department of Streets and Sanitation and approval by the Department of Development and Planning.

3. The applicant Illinois Central Railroad Company or its successors, heirs, assignees, grantees, or devisees shall obtain all official reviews, approvals, or permits.

4. Any dedication or vacation of streets and alleys, or easements, or adjustments of rights of way, as shown on the maps attached hereto and made a part hereof, shall require a separate submittal on behalf of the Illinois Central Railroad Company, or its successors, heirs, assignees, grantees, or devisees, and approval by the City Council.

5. No public way not heretofore proposed to be dedicated shall be constructed without application thereto first being made and approved by the Departments of Public Works and Streets and Sanitation and shall be adequately designed and paved in accordance with the regulations of the Department of Streets and Sanitation in compliance with the Municipal Code of Chicago; there shall be no parking within such paved areas.

   Fire lanes shall be a minimum of 20 feet and shall be adequately designed and paved in compliance with the Municipal Code of Chicago to provide ingress and egress for emergency vehicles only; there shall be no parking within such paved areas. The applicant, or its successors, heirs, assignees, grantees, or devisees shall maintain and identify with appropriate signs prohibiting parking in such paved area.

   Service drives or any other ingress or egress lanes not heretofore proposed to be dedicated shall be adequately designed and paved in compliance with the Municipal Code of Chicago to provide ingress or egress for motor vehicles, including emergency vehicles; there shall be no parking within such paved areas. The applicant or its successors, heirs, assignees, grantees, or devisees shall maintain and identify with appropriate signs prohibiting parking in such paved area.

6. The major use of land will consist of the following at the approximate (±8') Grade Elevations Above City Datum (except where necessary to meet existing conditions):

| | | |
|---|---|---|
| Lower Level | (+ 8.0) | - Illinois Central tracks and facilities, warehousing and storage, accessory parking for automobiles, trucking, public esplanade park along the Chicago River. [Major service access level] |
| Interim Level | | - Accessory parking for automobiles. |
| Intermediate Level | (+26.0) | - Accessory parking for automobiles. [Major vehicular access level.] |
| Interim Level | | - Accessory retail sales and service uses, accessory parking for automobiles. |
| Arcade Level | | - Major pedestrian walkways, public park, accessory retail sales and service uses, accessory parking for automobiles. |
| Upper Level | (+53.0) | - Apartment buildings, office buildings, apartment-office buildings, hotel buildings, limited accessory retail sales and service uses, related uses, minor pedestrian walkways. [Limited vehicular right of way and access.] |

   No advertising signs shall be permitted within the Planned Development area. Business signs at the Upper Level, affixed to the face of or recessed into the building or structure, may be permitted within the Planned Development area subject to the review and approval by the Departments of Buildings and Development and Planning.

7. The following information sets forth data concerning a generalized land use plan (site plan) illustrating the development of said property and air rights elevations in accordance with the intent and purpose of the Chicago Zoning Ordinance as follows: the Lower Level (track level) shall be in general conformity with the C3-7 Commercial-Manufacturing District classification; air rights elevations above the Lower Level shall be in general conformity with uses allowed in the B7-6 General Central Business District classification, and with all other regulations hereby made applicable thereto.

8. The height restriction of any building or any other appurtenance attached thereto shall be subject to:
   a) height limitations as certified on Form FAA-117, or successor forms involving the same subject matter, and approved by the Federal Aviation Administration pursuant to Part 77 of the Regulations of the Administrator, Federal Aviation Administration; and,
   b) airport zoning regulations as established by the Department of Development and Planning, Department of Aviation, and Department of Law, and approved by the City Council.

9. The Plan of Development hereto attached shall be subject to the "Rules, Regulations and Procedures in relation to Planned Developments" as promulgated by the Commissioner of Development and Planning.

APPLICANT: ILLINOIS CENTRAL RAILROAD COMPANY

DATE: JULY 29, 1969

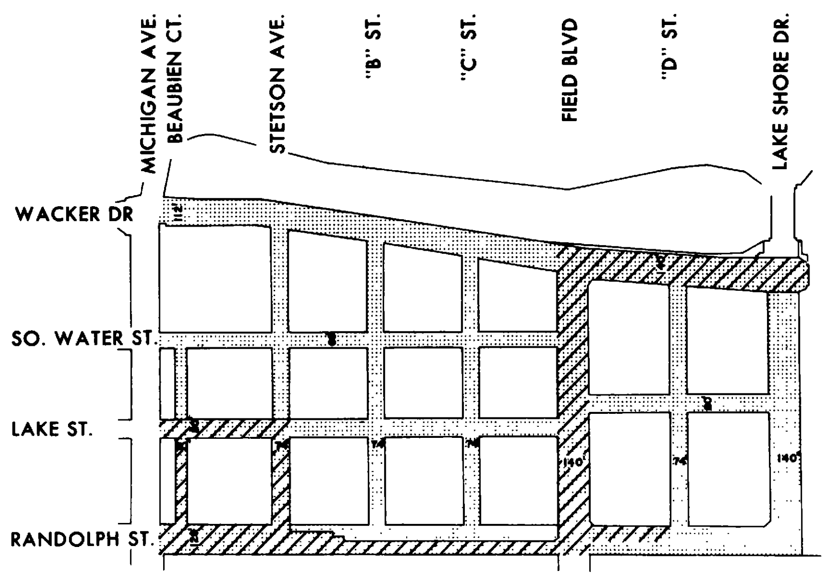
# RESIDENTIAL-BUSINESS PLANNED DEVELOPMENT
## (AIR RIGHTS)

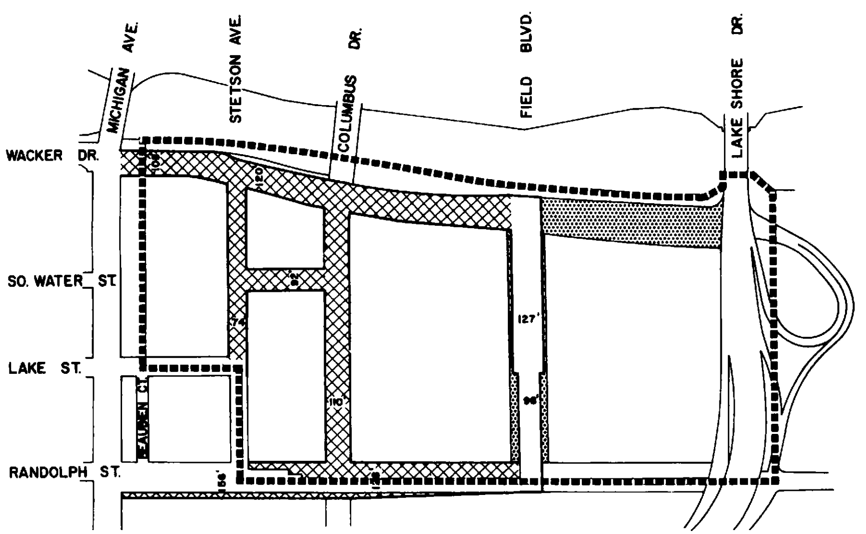
## PROPERTY LINE MAP AND RIGHTS OF WAY ADJUSTMENTS

### LEGEND

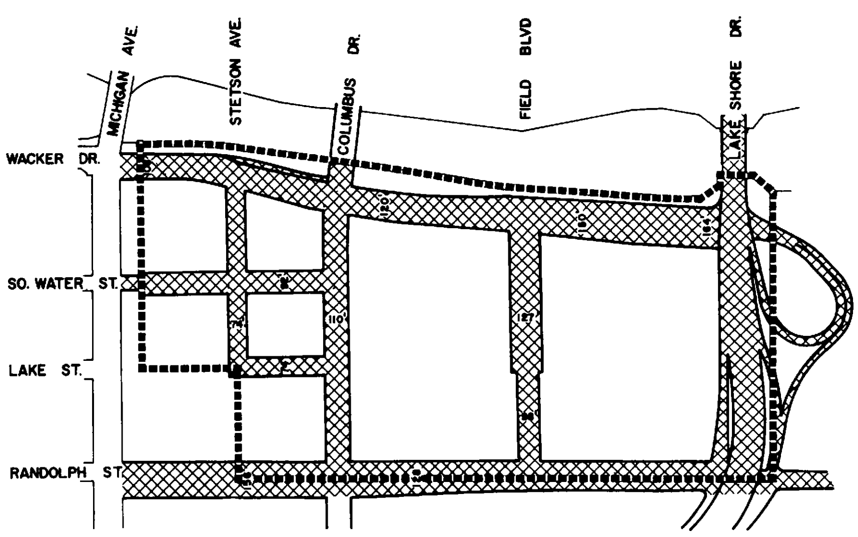
☐ RIGHTS OF WAY IN ACCORD WITH THE 1929 LAKE FRONT ORDINANCE

▨ EXISTING RIGHTS OF WAY


MICHIGAN AVE.
BEAUBIEN CT.
STETSON AVE.
"B" ST.
"C" ST.
FIELD BLVD
"D" ST.
LAKE SHORE DR.
WACKER DR
SO. WATER ST.
LAKE ST.
RANDOLPH ST.
112'
140'
74'
140'


MICHIGAN AVE.
STETSON AVE
COLUMBUS DR.
FIELD BLVD.
LAKE SHORE DR.
WACKER DR.
SO. WATER ST.
LAKE ST.
RANDOLPH ST.
BEAUBIEN CT.
127'
96'

UPPER LEVEL


MICHIGAN AVE.
STETSON AVE
COLUMBUS DR.
FIELD BLVD
LAKE SHORE DR.
WACKER DR.
SO. WATER ST.
LAKE ST.
RANDOLPH ST.
110'
127'

INTERMEDIATE LEVEL

### LEGEND

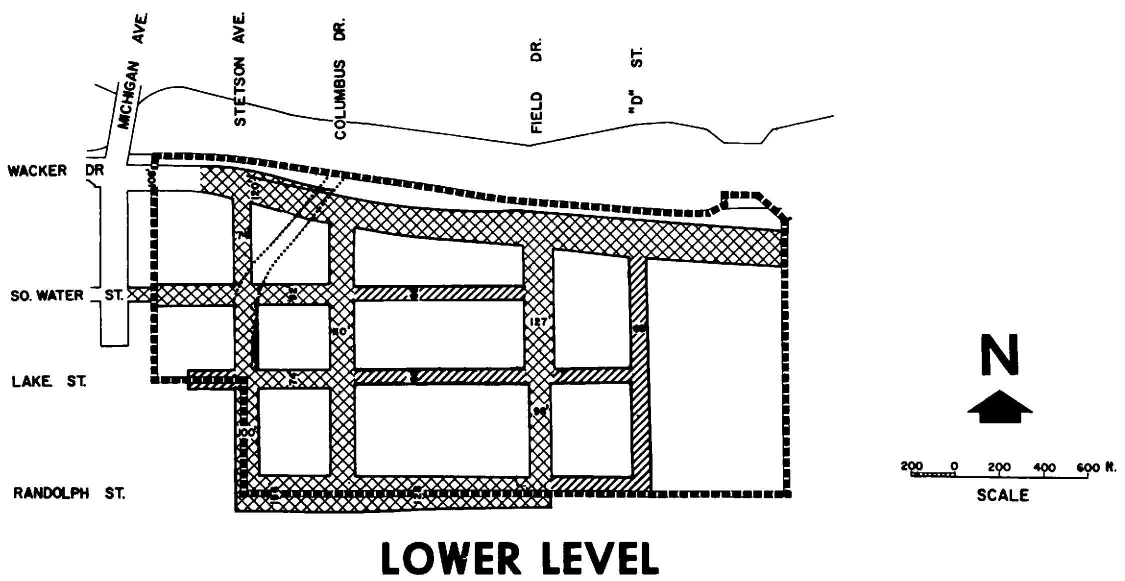
▪▪▪▪▪▪▪▪▪ PLANNED DEVELOPMENT BOUNDARY

▩ RIGHTS OF WAY PROPOSED TO BE DEDICATED

▒ RIGHTS OF WAY PROPOSED TO BE VACATED

┈┈┈┈ EASEMENT FOR SUBWAY PURPOSES

▨ RESERVED FOR PUBLIC UTILITIES

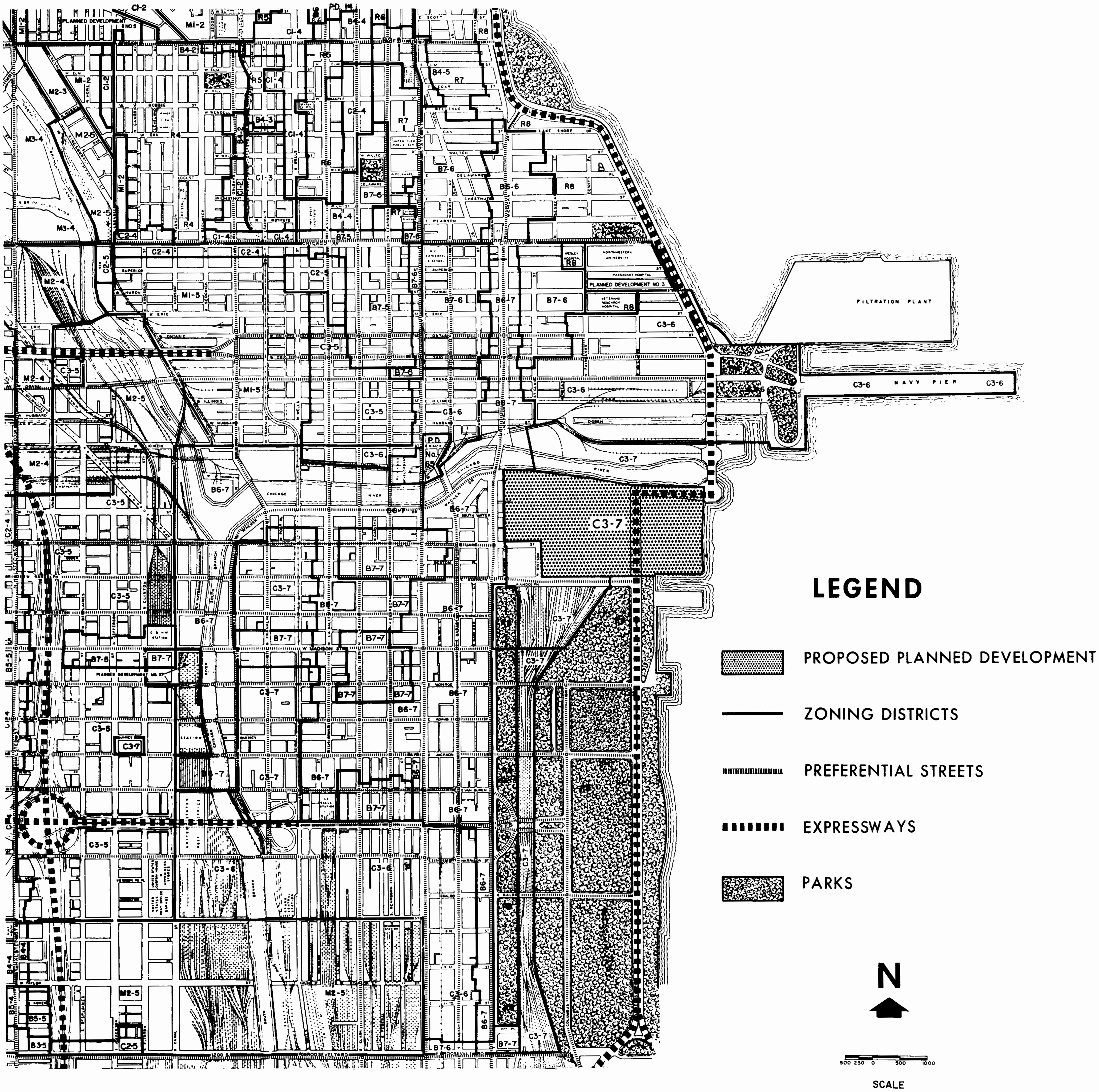

MICHIGAN AVE.
STETSON AVE.
COLUMBUS DR.
FIELD DR.
"D" ST.
WACKER DR
SO. WATER ST.
LAKE ST.
RANDOLPH ST.
127'
N
200 0 200 400 600 ft.
SCALE

LOWER LEVEL

APPLICANT: ILLINOIS CENTRAL RAILROAD CO. DATE: JULY 29, 1969

# RESIDENTIAL-BUSINESS PLANNED DEVELOPMENT
## (AIR RIGHTS)

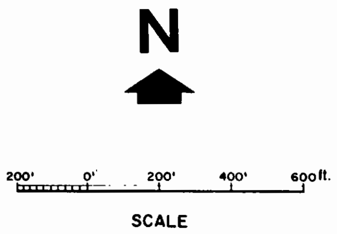
## EXISTING ZONING AND PREFERENTIAL STREET SYSTEM


LEGEND
▨ PROPOSED PLANNED DEVELOPMENT
— ZONING DISTRICTS
PREFERENTIAL STREETS
EXPRESSWAYS
▨ PARKS
N
500 250 0 500 1000
SCALE
FILTRATION PLANT
NAVY PIER
C3-6
C3-7
CHICAGO RIVER
PLANNED DEVELOPMENT NO 3
NORTHWESTERN UNIVERSITY
PASSAVANT HOSPITAL
VETERANS RESEARCH HOSPITAL
WESLEY HOSPITAL
LAKE SHORE DR
P.D. No.
PLANNED DEVELOPMENT NO. 27
C & N W STATION
M1-2
M2-3
M3-4
M2-4
M2-5
M1-5
C1-2
C1-3
C1-4
C2-4
C2-5
C3-5
B4-2
B4-3
B4-4
B5-5
B6-6
B6-7
B7-5
B7-6
B7-7
R4
R5
R6
R7
R8
B3-5

**APPLICANT: ILLINOIS CENTRAL RAILROAD CO.** **DATE: JULY 29, 1969**

# RESIDENTIAL-BUSINESS PLANNED DEVELOPMENT
## (AIR RIGHTS)

## GENERALIZED LAND USE PLAN


N
200'
0'
200'
400'
600ft.
SCALE

## LEGEND

▪▪▪▪▪▪▪▪▪▪ PLANNED DEVELOPMENT BOUNDARY

⁘ APARTMENT,
RETAIL SALES AND SERVICE,
AND RELATED USES

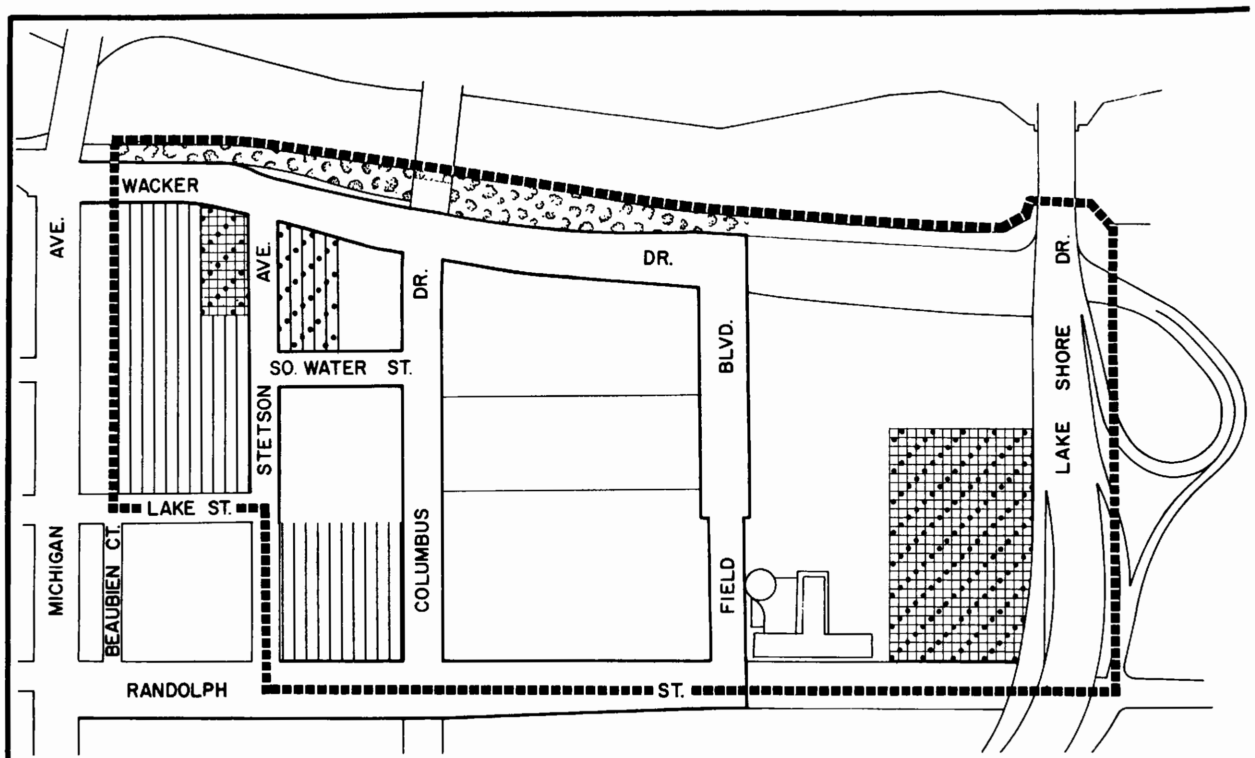
▥ OFFICE,
RETAIL SALES AND SERVICE,
AND RELATED USES

▥ APARTMENTS, OFFICE,
APARTMENTS-OFFICE,
RETAIL SALES AND SERVICE,
AND RELATED USES

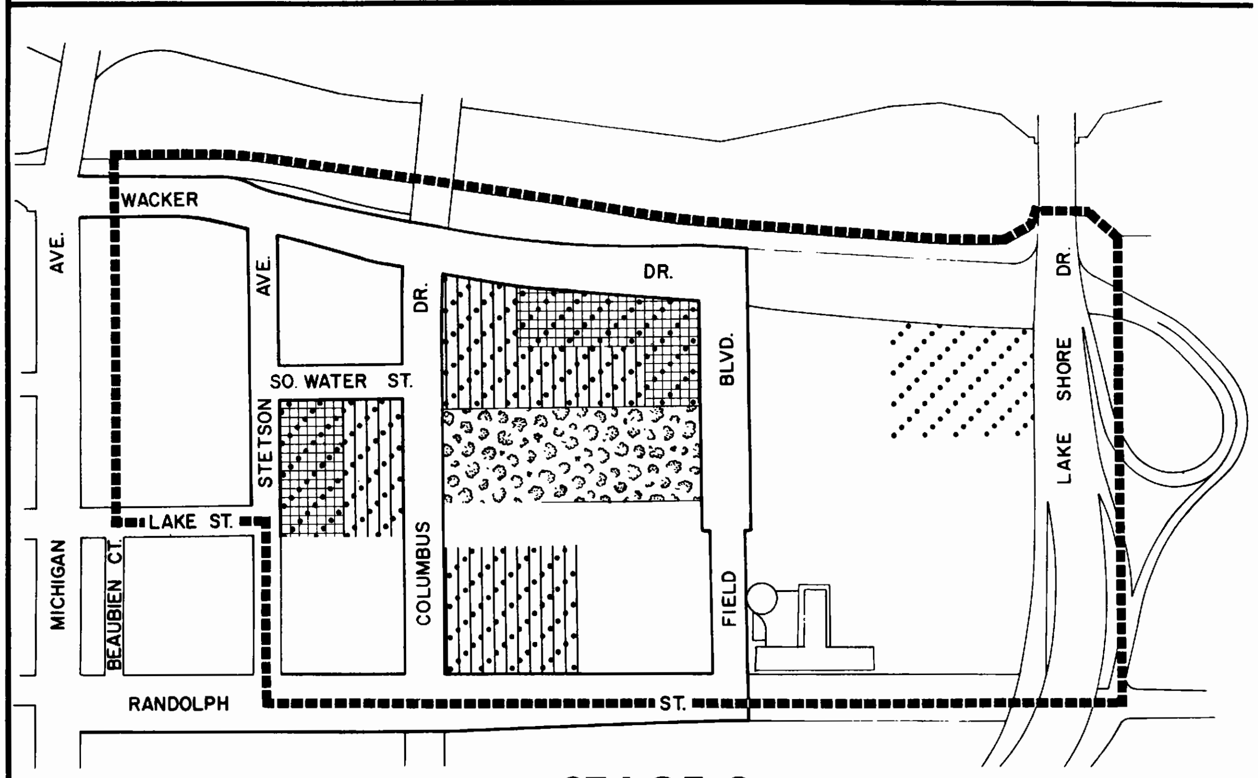
▦ APARTMENTS, HOTEL,OFFICE,
RETAIL SALES AND SERVICE,
AND RELATEDUSES

▨ RESERVED FOR ARCADE LEVEL
PUBLIC PARK AND ESPLANADE PARK

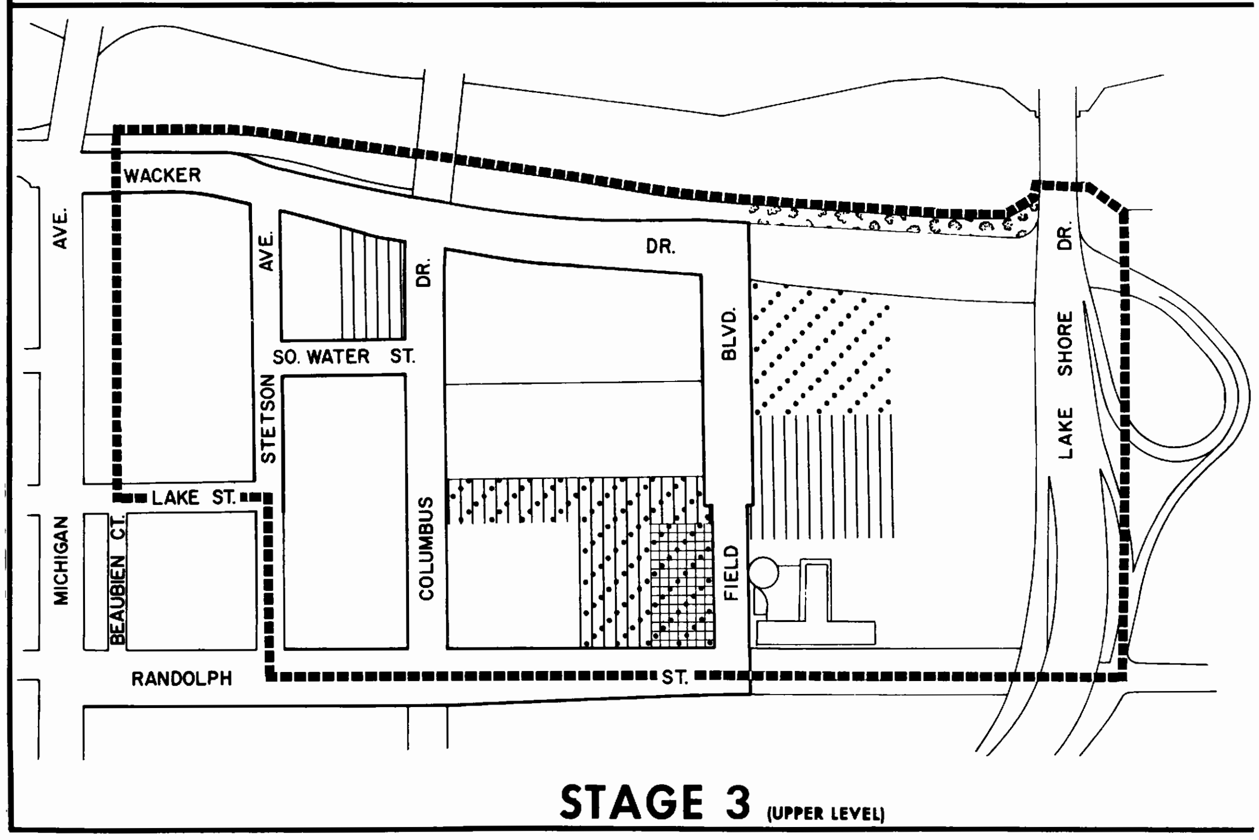
EXISTING BUILDING


WACKER
DR.
AVE.
MICHIGAN
AVE.
SO. WATER ST.
STETSON
LAKE ST.
BEAUBIEN CT.
COLUMBUS
DR.
BLVD.
FIELD
RANDOLPH
ST.
LAKE SHORE DR.

**STAGE 1** (UPPER LEVEL)


WACKER
DR.
AVE.
MICHIGAN
AVE.
SO. WATER ST.
STETSON
LAKE ST.
BEAUBIEN CT.
COLUMBUS
DR.
BLVD.
FIELD
RANDOLPH
ST.
LAKE SHORE DR.

**STAGE 2** (UPPER LEVEL)

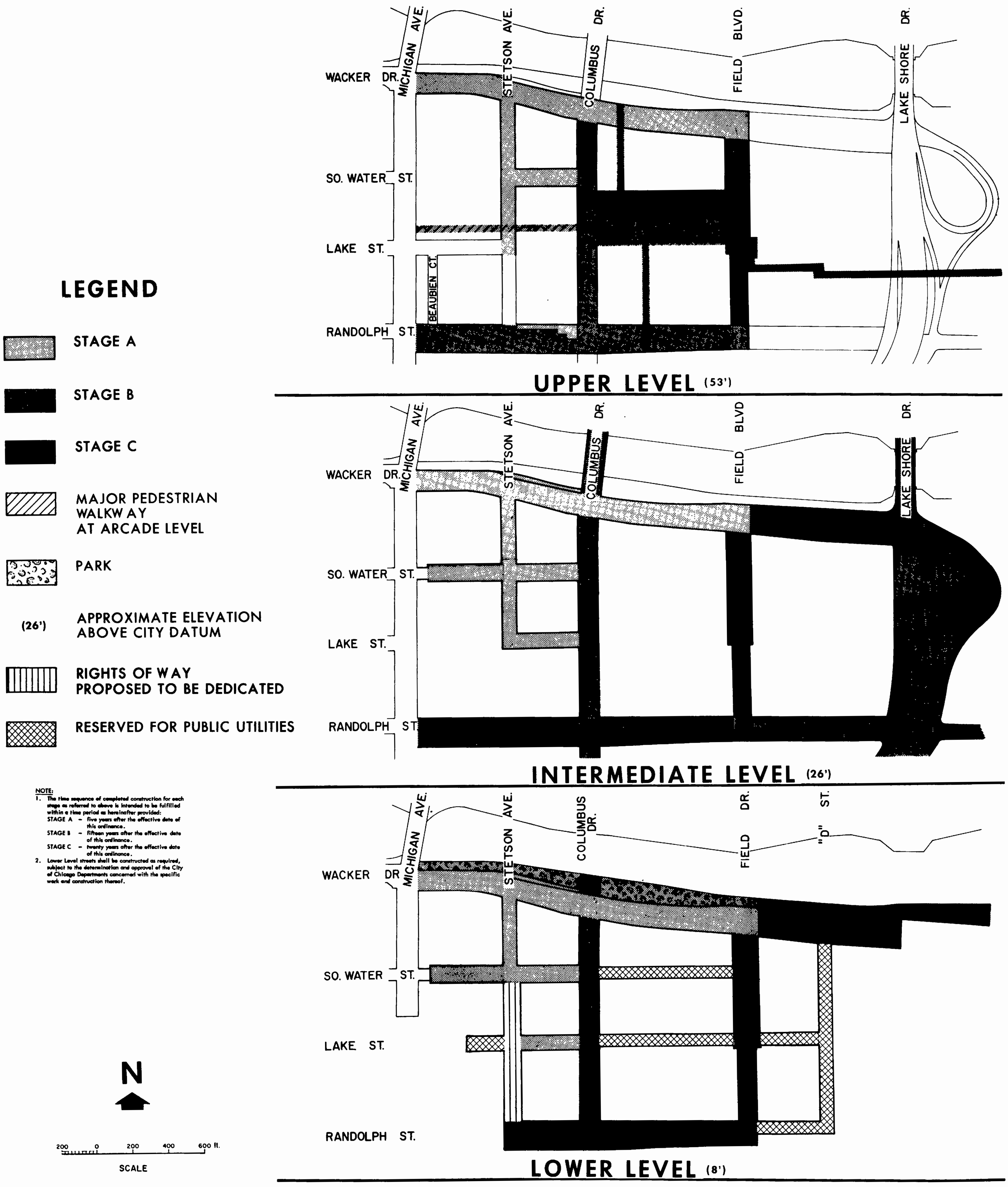

WACKER
DR.
AVE.
MICHIGAN
AVE.
SO. WATER ST.
STETSON
LAKE ST.
BEAUBIEN CT.
COLUMBUS
DR.
BLVD.
FIELD
RANDOLPH
ST.
LAKE SHORE DR.

**STAGE 3** (UPPER LEVEL)

NOTE: Any variation in the use of land at the Upper Level other then noted above and as noted in Paragraph I of the Use and Bulk Regulations and Data herewith attached may be allowed provided it is within the intent of this Plan of Development, subject to the review of and approval by the Department of Development and Planning.

APPLICANT: ILLINOIS CENTRAL RAILROAD CO. DATE: JULY 29,1969

# RESIDENTIAL-BUSINESS PLANNED DEVELOPMENT
## (AIR RIGHTS)
## GENERALIZED STAGING PLAN FOR CAPITAL IMPROVEMENTS


LEGEND
STAGE A
STAGE B
STAGE C
MAJOR PEDESTRIAN WALKWAY AT ARCADE LEVEL
PARK
(26') APPROXIMATE ELEVATION ABOVE CITY DATUM
RIGHTS OF WAY PROPOSED TO BE DEDICATED
RESERVED FOR PUBLIC UTILITIES
MICHIGAN AVE.
STETSON AVE.
COLUMBUS DR.
FIELD BLVD.
LAKE SHORE DR.
WACKER DR.
SO. WATER ST.
LAKE ST.
BEAUBIEN CT.
RANDOLPH ST.
UPPER LEVEL (53')
INTERMEDIATE LEVEL (26')
FIELD DR.
"D" ST.
LOWER LEVEL (8')
N
200 0 200 400 600 ft.
SCALE

NOTE:

1. The time sequence of completed construction for each stage as referred to above is intended to be fulfilled within a time period as hereinafter provided:
   - STAGE A – five years after the effective date of this ordinance.
   - STAGE B – fifteen years after the effective date of this ordinance.
   - STAGE C – twenty years after the effective date of this ordinance.
2. Lower Level streets shall be constructed as required, subject to the determination and approval of the City of Chicago Departments concerned with the specific work and construction thereof.

APPLICANT: ILLINOIS CENTRAL RAILROAD CO. DATE: JULY 29, 1969

# RESIDENTIAL-BUSINESS PLANNED DEVELOPMENT
## (AIR RIGHTS)

## PLANNED DEVELOPMENT USE AND BULK REGULATIONS AND DATA

| DEVELOPMENT STAGE | AREA AT UPPER LEVEL | | ESTIMATED SQ.FT. OF OFFICE AT UPPER LEVEL | ESTIMATED SQ.FT.OF RETAIL SALES AND SERVICE | ESTIMATED NO. OF DWELLING UNITS AT UPPER LEVEL | GENERAL DESCRIPTION OF LAND USE Includes from Interim Level below Arcade Level to and above Upper Level. | ESTIMATED FLOOR AREA RATIO ABOVE UPPER LEVEL | ESTIMATED PARKING SPACES REQUIRED | ESTIMATED % LAND COVERAGE AT UPPER LEVEL |
|---|---|---|---|---|---|---|---|---|---|
| | SQ. FT. | ACRES | | | | | | | |
| 1 | 828,543 | 19.02 | 4,250,000 | 500,000 | 5,605 | APARTMENTS, APARTMENTS-OFFICE, HOTEL, OFFICE, RETAIL SALES AND SERVICE AND RELATED USES. | 13.9 | 5,695 | 45 |
| 2 | 716,409 | 16.45 | 2,450,000 | 500,000 | 6,143 | APARTMENTS, APARTMENTS-OFFICE, HOTEL, OFFICE, RETAIL SALES AND SERVICE AND RELATED USES. | 13.9 | 5,875 | 40 |
| 3 | 695,653 | 15.97 | 2,300,000 | 250,000 | 5, 752 | APARTMENTS, OFFICE, APARTMENTS-OFFICE, HOTEL, RETAIL SALES AND SERVICE AND RELATED USES. | 13.2 | 4,715 | 35 |
| NET DEVELOPABLE AREA | 2,240,605 | 51.44 | | | | | | | |
| | | 6.00 | | | | RESERVED FOR PUBLIC PARK PURPOSES AT ARCADE LEVEL | | | |
| | | 3.86 | | | | RESERVED FOR PUBLIC RIVERFRONT ESPLANADE AT LOWER LEVEL | | | |

### SPACE ALLOCATION
### (MINIMUM to MAXIMUM)

Note: The purpose of this chart is to serve only as a planning reference and to provide a range within which the allowable development may be distributed within the areas as herein described.

| TOTAL ALLOWABLE DEVELOPMENT | |
|---|---|
| OFFICE: | 9,000,000 Sq. Ft. |
| RETAIL: | 1,250,000 Sq. Ft. |
| RESIDENTIAL: | 17,500 Units |

| LAND USE | MICHIGAN AVENUE To COLUMBUS DRIVE | COLUMBUS DRIVE To FIELD. BLVD. | FIELD BLVD. To LAKE SHORE DRIVE |
|---|---|---|---|
| OFFICE | 5,500,000$^{\Phi}$- 7,000,000$^{\Phi}$<br>% OF TOTAL: 61% - 78%<br>NO. OF PKG. SPACES 2,750-3,500 | 1,250,000$^{\Phi}$- 3,000,000$^{\Phi}$<br>% OF TOTAL: 14% - 33%<br>NO. OF PKG. SPACES 835 - 2,000 | 250,000$^{\Phi}$-2,000,000$^{\Phi}$<br>% OF TOTAL: 3 % - 22%<br>NO. OF PKG. SPACES 250-2,000 |
| RETAIL | 350,000$^{\Phi}$- 450,000$^{\Phi}$<br>% OF TOTAL: 28% - 36%<br>NO. OF PKG. SPACES 175 - 225 | 400,000$^{\Phi}$- 500,000$^{\Phi}$<br>% OF TOTAL: 32% - 40 %<br>NO. OF PKG. SPACES 265 - 335 | 350,000$^{\Phi}$- 450,000$^{\Phi}$<br>% OF TOTAL: 28% - 36%<br>NO. OF PKG. SPACES 350 - 450 |
| RESIDENTIAL | 2,450-3,500 units<br>% OF TOTAL: 14% - 20 %<br>NO. OF PKG. SPACES 980 - 1,400 | 5,500 - 7,500 units<br>% OF TOTAL: 32% - 43%<br>NO. OF PKG. SPACES 3,040-4,240 | 6,000-8,000 units<br>% OF TOTAL: 34% - 46%<br>NO. OF PKG. SPACES 3,600-4,800 |
| | | | |
| % OF TOTAL ALLOWABLE DEVELOPMENT | 29% - 38% | 26% - 40% | 24% - 38% |
| NO. OF PKG. SPACES | 3,905 - 5,125 | 4,140 - 6,575 | 4,200 - 7,250 |

[1] Summary of Major Land Use at Approximate (± 8') Grade Elevations above City Datum (except where necessary to meet existing conditions):

Lower Level (+ 8.0) - Illinois Central tracks and facilities, warehousing and storage, major service access, accessory parking for automobiles, trucking, public esplanade park along the Chicago River.
Interim Level - Accessory parking for automobiles.
Intermediate Level (+26.0) - Accessory parking for automobiles, major vehicular access.
Interim Level - Accessory retail sales and service uses, accessory parking for automobiles.
Arcade Level - Major pedestrian walkways, accessory retail sales and service uses, accessory parking for automobiles, public park.
Upper Level (+53.0) - Apartments, office, hotel, limited accessory retail sales and service, related uses, pedestrian walkways, limited vehicular right of way and access.

Any land use accessory to a principal use at any of the levels referred to herein may be allowed subject to the review of and approval by the Department of Development and Planning.

Public utility and public service uses necessary to serve the development at any of the levels referred to herein may be allowed subject to the review of and approval by the Department of Development and Planning.

[2] Gross Site Area at Upper Level = Net Site Area (51.44 Acres) + Area Reserved for Public Purposes (9.86 Acres) + Area of Public Streets at Upper Level (22.22 Acres) = 83.52 Acres.

Minimum Off-Street Loading Requirements shall be in Accord with the R8 and B7-6 Zoning Districts of the Chicago Zoning Ordinance - Location, Number and Size Subject to the Review of the Department of Streets and Sanitation and Approval by the Department of Development and Planning.

Minimum Periphery Setbacks from Public Streets at Upper Level: 20'-0"
Minimum Distance Between Building Faces at Upper Level: 80'-0"

Periphery setback and distance provisions may be adjusted where required to allow flexibility of architectural or site design arrangement, subject to the approval of the Department of Development and Planning. However, the development of any parcel of property shall require the first story of any structure above grade at Upper Level to be set back at least 20 feet from the curb line for the entire frontage adjoining a public street and that this area shall be suitably paved and landscaped and otherwise unobstructed except for columns or piers supporting the upper stories of the structure.

[3] For the purpose of this Planned Development, the "Development Stage" shall be the total amount of private construction, within a five-year period of time, as estimated and set forth above and delineated on the Generalized Land Use Plan herewith attached and utilized in conjunction with the Capital Improvements Staging Plan herewith attached.

For the purpose of this Planned Development, the "Net Developable Area" shall be the net site area at the Upper Level, as referred to herein, or at the equivalent Grade Elevation of approximately +53.0' above city datum, at which level private development may be permitted, unless otherwise permitted below such level as referred to above in the Summary of Major Land Use.

For the purpose of this Planned Development, efficiency units shall not constitute more than 20% of the maximum allowable number of residential units subject to the review of and approval by the Department of Development and Planning.

For the purpose of this Planned Development, an apartment hotel is a residential building in which no less than 90% of the permitted units are dwelling units designed for use by permanent guests, and in which 10% of the total number of units are designed for transient guests for which ordinary hotel services are provided and so operated in compliance with Chapter 137.1 of the Municipal Code of Chicago.

A maximum of 400,000 square feet of warehousing and storage space may be allowed at the Lower Level (track level) only, in accord with the C3-7 zoning district of the Chicago Zoning Ordinance, subject to the approval of the Department of Development and Planning.

[4] A hotel room shall be equal to 0.5 dwelling unit, or the net square feet per hotel room shall be calculated in terms of allowable office area, subject to the approval by the Department of Development and Planning. The allowable number of hotel rooms for the net developable area shall not exceed 4,500 rooms, of which not more than 50% may be in any one "Development Stage."

The square feet of retail sales and service necessary to serve the commercial and residential needs within a "Development Stage" shall be in proportion to the volume of development in such "Development Stage" subject to the approval of the Department of Development and Planning; not more than 40% of the total allowable retail sales and service may be in any one "Development Stage."

For the purpose of this Planned Development, the "Major Pedestrian Walkway" shall consist of an enclosed all-weather walkway, having a minimum unobstructed vertical clearance of 9 feet and a width of 40 feet, designed to accommodate uninterrupted pedestrian accessibility at the Arcade Level as described on the Generalized Staging Plan for Capital Improvements herewith attached. It shall be the responsibility of the applicant to provide continuous major pedestrian walkways at Arcade Level as referred to herein, subject to the review of the Department of Public Works and approval by the Department of Development and Planning.

An area to be reserved for public school purposes shall be located at Arcade Level in a structure north of and fronting on the public park; the location, design and specifications subject to the review and approval of the Chicago Board of Education and approval by the Department of Development and Planning.

An area to be reserved for fire station purposes shall be located at Upper Level in a structure fronting on Columbus Drive opposite South Water Street; the location, design and specifications subject to the review and approval of the Fire Department and the City Architect, and approval by the Department of Development and Planning.

[5] Maximum Allowable Floor Area Ratio for "Net Developable Area": 14.0
Maximum Allowable Per Cent of Land Coverage for "Net Developable Area": 40%
Maximum Allowable Square Feet of Office Space for "Net Developable Area": 9,000,000 square feet
Maximum Allowable Square Feet of Retail Sales and Service Space for "Net Developable Area": 1,250,000 square feet
Maximum Allowable Number of Residential Units for "Net Developable Area": 17,500 units

The above noted regulations regarding maximum allowable Floor Area Ratio and Per Cent of Land Coverage relate to the ultimate development within the "Net Developable Area" and are not variable by the Department of Development and Planning; interim development of the whole or any part of a "Development Stage" may exceed these allowable maximums subject to the approval of the Department of Development and Planning.

[6] Minimum Number of Off-Street Parking Spaces for Private Passenger Automobiles: 20,000; or Minimum Parking Requirement per Land Use Type as Noted Below, Whichever is Less:

Minimum Parking Requirement per Land Use Type—

A) From a line 300' east of Columbus Drive west to Michigan Avenue:
OFFICE, RETAIL - 1 space per 1,500 square feet of gross area; where any parcel of property or any part thereof wholly bounded by public streets, as noted on the Generalized Land Use Plan herewith attached, adjoins or is within 300 feet of the outer boundary of the right of way of the rapid transit subway nearest to such parcel of property or any part thereof - 1 space per 2,000 square feet of gross area; if contiguous to and fronting on the rapid transit subway for the entire length of the subject parcel and where a direct pedestrian connection has been provided to said rapid transit subway - 1 space for each 2,500 square feet of gross area.
RESIDENTIAL - 40% of total number of units.
HOTEL, CONVENTION FACILITY - 1 space per three rooms, 10% of capacity.
AMUSEMENT FACILITY - 1 space per 10 seats up to 500, 1 space per 5 seats above 500.

B) From a line 300' east of Columbus Drive east to Lake Shore Drive:
OFFICE, RETAIL - 1 space per 1,000 square feet of gross area.
RESIDENTIAL - 60% of total number of units.
HOTEL, CONVENTION FACILITY - 1 space per 3 rooms, 10% of capacity.
AMUSEMENT FACILITY - 1 space per 10 seats up to 500, 1 space per 5 seats above 500.

The minimum number of parking spaces within a "Development Stage" shall be in direct proportion to the intensity of development as set forth above in such "Development Stage." Within any "Development Stage" required parking may be allowed in an "interim parking area" on land other than where the structure is to be located, provided that the applicant herein shall designate such "interim parking area" prior to such time as the applicant, or its successor, heir, assignee, grantee, or devisee may request a building permit; any subsequent development within a designated "interim parking area" shall require the applicant herein to provide a "collective parking area." Such "collective parking area or areas" may be allowed provided the applicant herein shall designate such area or areas at the commencement of each "Development Stage." All of the foregoing, as to location, number, geometrics and operation, shall be subject to the review of the Department of Streets and Sanitation and approval by the Department of Development and Planning.

Major entrance and exit to accessory automobile parking will be at Intermediate Level.

The location, geometrics and operation of all interior or local ramps adjoining any structure at Upper Level shall be subject to the review of the Department of Streets and Sanitation and approval by the Department of Development and Planning.

[7] No permit shall be issued for the development of the whole or any part thereof of any "Development Stage" as herein defined until such time as the applicant for permit produces evidence that construction of public improvements have been completed, are under construction or are under contract for construction, or that adequate access can be provided, all as certified to by the Department of Public Works and approved by the Department of Development and Planning.

The estimates as noted within each "Development Stage" shall not be deemed as requiring completion of such estimates prior to the commencement of the succeeding stage, subject to the approval by the Department of Development and Planning.

The estimates as set forth in each "Development Stage" may be increased by not more than 10 per cent, subject to the review of and approval by the Department of Development and Planning, provided that: 1) at the commencement of the third "Development Stage" and subject to a review by the Department of Development and Planning of the cumulative development which had been completed or for which permits had been issued, the applicant shall reduce the maximum permissible number of dwelling units in proportion to the increase granted in the allowable number of square feet of office space, as follows: a decrease of 1,100 square feet of gross residential area (equivalent to a residential dwelling unit) for each increment increase of 1,000 square feet of gross office space not to exceed 10 per cent of the maximum allowable square feet of office space as set forth for the "Net Developable Area"; and 2) the total development of the "Net Developable Area" does not exceed the maximum allowable Floor Area Ratio of 14.0 and the maximum land coverage of 40.0 per cent.

**APPLICANT: ILLINOIS CENTRAL RAILROAD CO.** **DATE: JULY 29, 1969**

ned Development which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part hereof and to no others.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[Plan of Development attached to this ordinance printed on pages 6120A to 6120F of this Journal]

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### 1969 Amendatory Lake Front Ordinance.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on September 5, 1969, pages 6013-6014, recommending that the City Council pass a proposed ordinance transmitted with the committee's report to authorize the 1969 Amendatory Lake Front Ordinance [Proposed ordinance printed in Committee Pamphlet No. 16].

Alderman Keane moved to concur in the committee's recommendation and pass said proposed ordinance. The motion prevailed and said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Bohling, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Aiello, Casey, Cullerton, Laurino, Scholl, Fried, Fifielski, Kerwin, O'Rourke, Sperling—40.

*Nays*—Aldermen Rayner, Cousins, Simon, McCutcheon, Singer, Hoellen—6.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said ordinance as passed:

AN ORDINANCE

Amending an ordinance entitled "An Ordinance for the establishment of Harbor District Number Three; the construction by the Illinois Central Railroad Company of a new passenger station; electrification of certain of the lines of the Illinois Central and Michigan Central Railroad Companies within the City; and the Development of the Lake Front", passed by the City Council of the City of Chicago on July 21, 1919, appearing in the printed Journal of the Proceedings of the City Council of that date at pages 969 to 1001, approved July 31, 1919, as amended, and further amending an ordinance passed on October 24, 1929, appearing in said Journal of the Proceedings of the City Council of that date at pages 1321 to 1350, as amended; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

DIVISION I.

GENERAL PROVISIONS.

Preamble.
Section 1. 1969 Amendatory Lake Front Ordinance.
Section 2. Definitions.
- a. City of Chicago.
- b. Illinois Central Railroad Company.
- c. Chicago Park District.
- d. 1969 Amendatory Lake Front Ordinance.
- e. Lake Front Ordinance.
- f. 1929 Lake Front Ordinance.
- g. Randolph Street Terminal Property.
- h. Upper Level.
- i. Arcade Level.
- j. Intermediate Level.
- k. Lower Level.
- l. Nominal.
- m. Public Utilities.

*Preamble.*

This Division I contains the general introductory Ordinance language identifying the ordinances intended to be amended by this 1969 Amendatory Lake Front Ordinance and contains a list of definitions which will be of assistance in identifying and interpreting the objects and subject matter of this Amendatory Ordinance.

SECTION 1. An Ordinance passed by the City Council of the City of Chicago on July 21, 1919, approved July 31, 1919, and appearing in the printed Journal of the Proceedings of the City Council of that date, as pages 969 to 1001, as amended, and an Ordinance passed by the City Council of the City of Chicago on October 24, 1929, as amended, providing for the Development of the Lake Front of the City of Chicago, particularly that area known as the "Randolph Street Terminal Property" as hereinafter defined, appearing in the printed Journal of the Proceedings of the City Council of that date, at pages 1321 to 1350, are herby further amended as follows:

SECTION 2. Definition of General Terms.

a. Whenever used in this Amendatory Ordinance, the term "City of Chicago" means the City of Chicago, a municipal corporation, duly organized under the laws of the State of Illinois.

b. Whenever used in this Amendatory Ordinance, the term "Illinois Central Railroad Company" means the Illinois Central Railroad Company, a corporation duly organized under the laws of the State of Illinois.

c. Whenever used in this Amendatory Ordinance, the term "Chicago Park District" means a body politic and corporate organized under the laws of the State of Illinois.

d. Whenever used in this Amendatory Ordinance, the term "This 1969 Amendatory Lake Front Ordinance" and the term "This Amendatory Ordinance" shall be synonymous and shall mean this ordinance amending the ordinances set forth in Sections 1 and 27 hereof.

e. Whenever used in this Amendatory Ordinance, the term "Lake Front Ordinance" means that ordinance passed by the City Council of the City of Chicago on July 21, 1919, approved July 31, 1919, as amended, and appearing in the printed Journal of the Preceedings of the City Council of Chicago of that date, at pages 969 to 1001.

f. Whenever used in this Amendatory Ordinance, the term "1929 Lake Front Ordinance" means that ordinance passed by the City Council of the City of Chicago on October 24, 1929, as amended, and appearing in the printed Journal of the Proceedings of the City Council of that date, at pages 1321 to 1350.

g. Whenever used in this Amendatory Ordinance the term "Randolph Street Terminal Property" means the land generally bounded by the following descriptive points: on the north, the south dock line of the Chicago River, as established by ordinance passed August 15, 1952, as amended by ordinance passed December 11, 1952; on the east, by a line 165 feet west of the harbor line as established by the Secretary of War on March 20, 1931; on the south, by E. Randolph Street; and on the west by an irregular line generally following the east line of Beaubien Court, said property being further described by Section 10 of the Lake Front Ordinance adopted by the City Council of the City of Chicago on July 21, 1919, approved July 31, 1919, including streets and facilities therein specified, together with such additions and extensions as have been acquired under the provisions of Section 15 of the 1929 Amendment to the Lake Front Ordinance adopted by the City Council of the City of Chicago on October 24, 1929.

h. Whenever used in this Amendatory Ordinance, the term "Upper Level" shall mean that level in height which has a nominal (plus or minus) elevation of 53 feet above Chicago City Datum.

i. Whenever used in this Amendatory Ordinance, the term "Arcade Level" shall mean that level in height which has a nominal (plus or minus) elevation of 42 feet above Chicago City Datum, having a minimum unobstructed vertical clearance of 9 feet below the Upper Level.

j. Whenever used in this Amendatory Ordinance, the term "Intermediate Level" shall mean that level in height which has a nominal (plus or minus) elevation of 26 feet above Chicago City Datum.

k. Whenever used in this Amendatory Ordinance, the term "Lower Level" shall mean that level in height having a nominal (plus or minus) elevation of 8 feet above Chicago City Datum.

l. Whenever used in this Amendatory Ordinance, the term "nominal," when used in connection with measurements, shall mean plus or minus 8 feet.

m. Whenever used in this Amendatory Ordinance, the term "Public Utilities" shall mean any public agency, instrumentality, or service supplying water, sewer and other articles, products and services affecting the Randolph Street Terminal Property at large.

## DIVISION II.

## PUBLIC IMPROVEMENT CONSTRUCTION.

Preamble.
Section 3. General Plan of Public Improvements.
  a. Street System.
  b. Public Utilities.
  c. Upper Level Public Park.
  d. Lower Level Esplanade Park.
  e. Bridges.
Section 4. Upper Level Elevated Streets.
  a. Upper Level East Wacker Drive.
  b. Upper Level North Field Boulevard.
  c. Upper Level East Randolph Street.
  d. Upper Level North Stetson Avenue.
  e. Upper Level North Columbus Drive.
  f. Upper Level East South Water Street.
Section 5. Intermediate Level Elevated Streets.
  a. Intermediate Level East Wacker Drive.
  b. Intermediate Level North Field Boulevard.
  c. Intermediate Level East Randolph Street.
  d. Intermediate Level North Stetson Avenue.
  e. Intermediate Level East Lake Street.
  f. Intermediate Level East South Water Street.
  g. Intermediate Level North Columbus Drive.
Section 6. Lower Level Streets.
  a. Lower Level East Wacker Drive.
  b. Lower Level North Field Boulevard.
  c. Lower Level East Randolph Street.
  d. Lower Level North Stetson Avenue.
  e. Lower Level East South Water Street.
  f. Lower Level East Lake Street.
  g. Lower Level North Columbus Drive.
Section 7. North Lake Shore Drive.
Section 8. Arcade Level Public Park.
Section 9. Lower Level Esplanade Park and Dockwall.
Section 10. Intermediate Level North Columbus Drive Bridge.
Section 11. North Lake Shore Drive Bridge Deck.

### *Preamble.*

This Division II provides for a General Plan of Public Improvements to be constructed in the Illinois Central Railroad Randolph Street Terminal property, as hereinabove defined. The provisions herein set forth are couched in general language and are supplemented, respecting specific details for each public improvement, with plans to which specific reference is made in each section, which are contained in Division VII hereof, and the Specifications, which are set forth in Division VIII hereof.

SECTION 3. GENERAL PLAN OF PUBLIC IMPROVEMENTS. All new or reconstructed streets, elevated streets, public easements, public ways or parks covered by this Amendatory Ordinance, including, but not limited to, East Wacker Drive, North Lake Shore Drive, East Randolph Street, North Stetson Avenue, East Lake Street, East South Water Street, North Columbus Drive and North Field Boulevard, shall be constructed in accordance with the following general plan of development:

a. *Street System.* The street system shall consist of three levels, namely, an Upper, Intermediate and Lower Level. The Upper Level elevated streets shall have a nominal (plus or minus) elevation of 53 feet above Chicago City Datum. The Intermediate Level elevated streets shall have a nominal (plus or minus) elevation of 26 feet above Chicago City Datum. The Lower Level streets shall have a nominal (plus or minus) elevation of 8 feet above Chicago City Datum. The Lower Level streets shall be constructed on earth fill and the Upper and Intermediate Level streets shall be elevated structures supported by such common foundations, supports and substructures as appear in specifications to which they refer. Where no Lower Level street is provided, the Intermediate Level may be supported by earth fill. Where no Intermediate or Lower Level street is provided, the Upper Level may be supported by earth fill.

b. *Public Utilities.* In addition to the streets herein above provided, there shall be areas dedicated for the installation and maintenance of public utilities at various locations to be hereinafter more specifically described in Section 12 of this Amendatory Ordinance.

c. *Arcade Level Public Park.* There shall be constructed a platform for a public park to contain six acres which shall be located at the Arcade Level as hereinabove described, and more specifically described in Section 8 of this Amendatory Ordinance.

d. *Lower Level Esplanade Park.* There shall be a lower level esplanade park alongside and adjacent to the south dock line of the Chicago River at the Lower Level, extending from North Michigan Avenue on the west to North Lake Shore Drive on the east, as more specifically desscribed in Section 9 of this Amendatory Ordinance.

e. *Bridges.* There shall be constructed an intermediate level two-leaf bascule bridge over the Chicago River at North Columbus Drive and an intermediate level bridge deck on the existing two-leaf bascule bridge over the Chicago River at N. Lake Shore Drive.

SECTION 4. UPPER LEVEL ELEVATED STREETS. There shall be constructed an Upper Level elevated street system as follows:

a. *Upper Level East Wacker Drive.* There shall be constructed an elevated street to be known as Upper Level East Wacker Drive over East Wacker Drive as if extended, commencing at and connected with the east line of North Michigan Avenue and extending in an easterly direction for approximately 1,825 feet to the point of its intersection and connection with the west line of an elevated street to be known as Upper Level North Field Boulevard, which is provided for in Subsection b. of this Section 4. The right of way of said Upper Level East Wacker Drive shall be not more than 151 feet nor less than 108 feet in width, and shall be constructed with balustrades, median strip traffic separators and sidewalks. All construction herein required shall be in conformity with Plan "A", attached hereto and made a part hereof, and specifications set forth in Section S2a of this Amendatory Ordinance.

b. *Upper Level North Field Boulevard.* There shall be constructed an elevated street to be known as Upper Level North Field Boulevard over existing Field Boulevard, commencing at a point approximately 74 feet south of the south dock line of the Chicago River (as established by ordinance passed August 15, 1952, as amended by ordinance passed December 11, 1952), and extending in a southerly direction for a distance of approximately 1,161 feet, to the point of its intersection and connection with the north line of an elevated street to be known as Upper Level East Randolph Street, which is provided for in Subsection c. of this Section 4. The right of way of said Upper Level North Field Boulevard shall be not more than 127 feet nor less than 98 feet in width, and shall be constructed with balustrades, median strip traffic separators and sidewalks. All construction herein required shall be in conformity with Plan "A", attached hereto and made a part hereof, and specifications set forth in Section S2b of this Amendatory Ordinance.

c. *Upper Level East Randolph Street.* There shall be constructed an elevated street to be known as Upper Level East Randolph Street over existing East Randolph Street, commencing at a point approximately 1,917 feet east of the east line of North Michigan Avenue, at which point it shall intersect and be connected with an elevated street to be known as Upper Level North Field Boulevard, as provided for in Subsection b. of this Section 4, extending in a westerly direction to the point of its intersection and connection with the east line of North Michigan Avenue. The right of way of said Upper Level East Randolph Street shall be not more than 156 feet nor less than 128 feet in width, and shall be constructed with balustrades, slip ramps, median strip traffic separators and sidewalks. All construction herein required shall be in conformity with Plan "A", attached hereto and made a part hereof, and specifications set forth in Section S2c of this Amendatory Ordinance.

d. *Upper Level North Stetson Avenue.* There shall be constructed an elevated street to be known as Upper Level North Stetson Avenue, commencing at the north terminal point of existing North Stetson Avenue and as an extension thereof (said terminal being situated parallel with the north line of existing East Lake Street), and extending in a northerly direction for a distance of approximately 763 feet to the point of its intersection and connection with the south line of an elevated street to be known as Upper Level East Wacker Drive, which is provided for in Subsection a. of this Section 4. The right of way of said Upper Level Stetson Avenue shall be 74 feet in width and shall be constructed with shoulders and sidewalks. All construction herein required shall be in conformity with Plan "A", attached hereto and made a part hereof, and specifications set forth in Section S2d of this Amendatory Ordinance.

e. *Upper Level North Columbus Drive.* There shall be constructed an elevated street to be known as Upper Level North Columbus Drive, commencing and connected with an elevated street to be known as Upper Level East Randolph Street, which is provided for in Subsection c. of this Section 4, extending in a northerly direction for a distance of approximately 1,121 feet to the point of its intersection and connection with the south line of an elevated street to be known as Upper Level East Wacker Drive, which is provided for in Subsection a. of this Section 4. The west line of said Upper Level North Columbus Drive shall be located approximately 352 feet east of and parallel to the east line of existing North Stetson Avenue. The right of way of said Upper Level North Columbus Drive shall be approximately 110 feet in width and shall be constructed with median strip traffic separators and sidewalks. All construction herein required shall be in conformity with Plan "A", attached hereto and made a part hereof, and specifications set forth in Section S2e of this Amendatory Ordinance.

f. *Upper Level East South Water Street.* There shall be constructed an elevated street to be known as Upper Level East South Water Street, commencing and connected with the east line of an elevated street to be known as Upper Level North Stetson Avenue, which is provided for in Subsection d. of this Section 4, extending in an easterly direction for a distance of approximately 352 feet to a point of its intersection and connection with the west line of an elevated street to be known as Upper Level North Columbus Drive, which is provided for in Subsection e. of this Section 4. The south line of said Upper Level East South Water Street shall be located approximately 297 feet north of and parallel to the north line of existing East Lake Street, as if extended. The right of way of said Upper Level East South Water Street shall be 92 feet in width and shall be constructed with balustrades, median strip traffic separators and sidewalks. All construction herein required shall be in conformity with Plan "A", attached hereto and made a part hereof, and specifications set forth in Section S2b of this Amendatory Ordinance.

SECTION 5. INTERMEDIATE LEVEL ELEVATED STREETS. There shall be constructed an Intermediate Level Elevated Street System as follows:

a. *Intermediate Level East Wacker Drive.* There shall be constructed an elevated street to be known as Intermediate Level East Wacker Drive over East Wacker Drive, as if extended, commencing at and connected with the east line of existing Lower Level North Michigan Avenue and extending in an easterly direction for approximately 2,743 feet to the point of its intersection and connection with an interchange ramping system to be located at the west line of the existing North Lake Shore Drive Bridge over the Chicago River, as more fully described and set forth in Section 7 of this Amendatory Ordinance. The right of way of said Intermediate Level East Wacker Drive shall be not more than 163 feet nor less than 108 feet in width, and shall be constructed with balustrades, slip ramps, median strip traffic separators and sidewalks. All construction herein required shall be in conformity with Plan "B", attached hereto and made a part hereof, and specifications set forth in Section S3a of this Amendatory Ordinance.

b. *Intermediate Level North Field Boulevard.* There shall be constructed an elevated street to be known as Intermediate Level North Field Boulevard under existing North Field Boulevard, commencing and connected with the south line of an elevated street to be known as Intermediate Level East Wacker Drive, which is provided for in Subsection a. of this Section 5, and extending in a southerly direction for a distance of approximately 1,029 feet to the point of its intersection and connection with the north line of an elevated street to be known as Intermediate Level East Randolph Street, which is provided for in Subsection c. of this Section 5. The right of way of said Intermediate Level North Field Boulevard shall be not more than 127 feet nor less than 98 feet in width and shall be constructed with balustrades, slip ramps, median strip traffic separators and sidewalks. All construction herein required shall be in conformity with Plan "B", attached hereto and made a part hereof, and specifications set forth in Section S3b of this Amendatory Ordinance.

c. *Intermediate Level East Randolph Street.* There shall be constructed an elevated street to be known as Intermediate Level East Randolph Street under existing East Randolph Street, commencing and connected with an intermediate level elevated street to be known as the North Lake Shore Drive interchange ramping system, as more fully described and set forth in Section 7 of this Amendatory Ordinance, which shall be at a point approximately 2,660 feet east of the east line of North Michigan Avenue, extending in a westerly direction to the point of its convergence with existing East Randolph Street at a point approximately 250 feet east of the east line of North Michigan Avenue. The right of way of said Intermediate Level East Randolph Street shall be not more than 156 feet nor less than 128 feet in width, and shall be constructed with balustrades, median strip traffic separators and sidewalks. All construction herein required shall be in conformity with Plan "B", attached hereto and made a part hereof, and specifications set forth in Section S3c of this Amendatory Ordinance.

d. *Intermediate Level North Stetson Avenue.* There shall be constructed an elevated street to be known as Intermediate Level North Stetson Avenue, commencing and connected with the north line of an elevated street to be known as Intermediate Level East Lake Street, which is provided for in Subsection e. of this Section 5, and extending in a northerly direction for a distance of 763 feet to the point of its intersection and connection with the south line of an elevated street to be known as Intermediate Level Wacker Drive, which is provided for in Subsection a. of this Section 5. The right of way of said Intermediate Level North Stetson Avenue shall be 74 feet in width, and shall be constructed with sidewalks. All construction herein required shall be in conformity with Plan "B", attached hereto and made a part hereof, and specifications set forth in Section S3d of this Amendatory Ordinance.

e. *Intermediate Level East Lake Street.* There shall be constructed an elevated street to be known as Intermediate Level East Lake Street, commencing at and connected with the west line of an elevated street to be known as Intermediate Level North Columbus Drive, which is provided for in Subsection g. of this Section 5, and extending in a westerly direction for a distance of approximately 426 feet to the point of its intersection and connection with an elevated street to be know as Intermediate Level North Stetson Avenue, which is provided for in Subsection d. of this Section 5. The right of way of said Intermediate Level East Lake Street shall be 74 feet in width, and shall be constructed with sidewalks. All construction herein required shall be in conformity with Plan "B", attached hereto and made a part hereof, and specifications set forth in Section S3e of this Amendatory Ordinance.

f. *Intermediate Level East South Water Street.* There shall be constructed an elevated street to be known as Intermediate Level East South Water Street, commencing and connected with the east line of North Michigan Avenue, and extending in an easterly direction for a distance of approximately 924 feet to the point of its intersection and connection with the west line of an elevated street to be known as Intermediate Level North Columbus Drive, which is provided for in Subsection g. of this Section 5. The right of way of said Intermediate Level East South Water Street shall be not less than 66 feet nor more than 92 feet in width and shall be constructed with balustrades, slip ramps and sidewalks. All construction herein required shall be in conformity with Plan "B", attached hereto and made a part hereof, and specifications set forth in Section S3f of this Amendatory Ordinance.

g. *Intermediate Level North Columbus Drive.* There shall be constructed an elevated street to be known as Intermediate Level North Columbus Drive, commencing and connected with the north line of an elevated street to be known as Intermediate Level East Randolph Street, which is provided for in Subsection c. of this Section 5, and extending in a northerly direction for a distance of approximately 1,133 feet to the point of its intersection and connection with the south line of an elevated street to be known as Intermediate Level East Wacker Drive, which is provided for in Subsection a. of this Section 5. The west line of said Intermediate Level North Columbus Drive shall be located approximately 352 feet east of and parallel to the east line of existing North Stetson Avenue; the right of way thereof shall be 110 feet in width; and said elevated street shall be constructed with median strip traffic separators and sidewalks. All construction herein required shall be in conformity with Plan "B", attached hereto and made a part hereof, and specifications set forth in Section S3g of this Amendatory Ordinance.

SECTION 6. LOWER LEVEL STREETS. There shall be constructed a Lower Level Street System as follows:

a. *Lower Level East Wacker Drive.* There shall be constructed a street to be known as Lower Level East Wacker Drive as an extension of existing Lower East Wacker Drive, commencing and connected with the west line of a street to be known as Lower Level North Stetson Avenue, extending in an easterly direction for a distance of approximately 2,243 feet to its terminal point at, but not connected to, the west line of existing North Lake Shore Drive. The right of way of Lower Level East Wacker Drive shall commence at the east line of existing North Michigan Avenue and shall be not more than 163 feet nor less than 108 feet in width. All construction herein required shall be in conformity with Plan "C", attached hereto and made a part hereof, and specifications set forth in Section S4a of this Amendatory Ordinance.

b. *Lower Level North Field Boulevard.* There shall be constructed a street to be known as Lower Level North Field Boulevard under existing North Field Boulevard, commencing and connected with the south line of a street to be known as Lower Level East Wacker Drive, which is provided for in Subsection a. of this Section 6, and extending in a southerly direction for approximately 1,029 feet, to the point of its intersection and connection with the north line of a street to be known as Lower Level East Randolph Street, which is provided for in Subsection c. of this Section 6. The right of way of Lower Level North Field Boulevard shall be no more than 127 feet nor less than 98 feet in width. All construction herein required shall be in conformity with Plan "C", attached hereto and made a part hereof, and specifications set forth in Section S4b of this Amendatory Ordinance.

c. *Lower Level East Randolph Street.* There shall be constructed a street to be known as Lower Level East Randolph Street under existing East Randolph Street, commencing at a point approximately 1,917 feet east of the east line of Michigan Avenue, whereat it shall be connected with a street to be known as Lower Level North Field Boulevard, as provided for in Subsection b. of this Section 6, and extending in a westerly direction for a distance of approximately 1,419 feet, at which point it shall terminate in cul-de-sac form. The right of way of said Lower Level East Randolph Street shall be not more than 156 feet nor less than 128 feet in width. All construction herein required shall be in conformity with Plan "C", attached hereto and made a part hereof and specifications set forth in Section S4c of this Amendatory Ordinance.

d. *Lower Level North Stetson Avenue.* There shall be constructed a street to be known as Lower Level North Stetson Avenue aligned with existing North Stetson Avenue, commencing in cul-de-sac form at the north line of a street to be known as Lower Level East South Water Street, which is provided for in Subsection e. of this Section 6, extending in a northerly direction for approximately 380 feet to the point of its intersection and connection with the south line of a street to be known as Lower Level East Wacker Drive, which is provided for in Subsection a. of this Section 6. The right of way of Lower Level North Stetson Avenue shall be 74 feet in width. All construction herein required shall be in conformity with Plan "C", attached hereto and made a part hereof, and specifications set forth in Section S4d of this Amendatory Ordinance.

e. *Lower Level East South Water Street.* There shall be constructed a street to be known as Lower Level East South Water Street, commencing and connected with the east terminal point of existing Lower Level East South Water Street and as an extension thereof (said terminal being situated at the east line of existing North Beaubien Court), and extending in an easterly direction therefrom for a distance of approximately 804 feet to the point of its intersection and connection with the west line of a street to be known as Lower Level North Columbus Drive, which is provided for in Subsection g. of this Section 6. The right of way of Lower Level East South Water Street shall be not more than 92 feet nor less than 66 feet in width. All construction herein required shall be in conformity with Plan "C", attached hereto and made a part hereof, and specifications set forth in Section S4e of this Amendatory Ordinance.

f. *Lower Level East Lake Street.* There shall be constructed a street to be known as Lower Level East Lake Street under existing East Lake Street, commencing in cul-de-sac form at the East line of existing North Stetson Avenue, as if extended, and extending easterly for a distance of approximately 353 feet to its intersection and connection with the west line of a street to be known as Lower Level North Columbus Drive, which is provided for in Subsection g. of this Section 6. The right of way of Lower Level East Lake Street shall be 74 feet in width. All construction herein required shall be in conformity with Plan "C", attached hereto and made a part hereof, and specifications set forth in Section S4f of this Amendatory Ordinance.

g. *Lower Level North Columbus Drive.* There shall be constructed a street to be known as Lower Level North Columbus Drive, commencing and connected with the south line of a street to be known as Lower Level East Wacker Drive, which is provided for in Subsection a. of this Section 6, and extending southerly for a distance of approximately 1,121 feet to the point of its intersection and connection with the north line of a street to be known as Lower Level East Randolph Street, which is provided for in Subsection c. of this Section 6. The west line of said Lower Level North Columbus Drive shall be located approximately 352 feet east of and parallel to the east line of existing North Stetson Avenue. The right of way of Lower Level North Columbus Drive shall be approximately 110 feet in width. All construction herein required shall be in conformity with Plan "C", attached hereto and made a part hereof, and specifications set forth in Section S4g of this Amendatory Ordinance.

SECTION 7. NORTH LAKE SHORE DRIVE. There shall be constructed an elevated street to be known as North Lake Shore Drive, commencing at the south abutment of an existing bascule bridge carrying existing North Lake Shore Drive over the Chicago River at which point it shall be at an elevation of approximately 47 feet above Chicago City Datum, extending in a southerly direction to a point where it will pass over a street to be known as Intermediate Level East Randolph Street, which is provided for in Section 5c. of this Amendatory Ordinance, thence continuing in a southwesterly direction to its intersection and connection with the existing intersection of South Field Boulevard and East Monroe Street at ground level. Said construction shall include and become part of major traffic interchange ramps connecting said North Lake Shore Drive to an elevated street to be known as Intermediate Level East Wacker Drive, which is provided for in Section 5a. of this Amendatory Ordinance and connecting said North Lake Shore Drive to Intermediate Level East Randolph Street first hereinabove referred to. The right of way of said North Lake Shore Drive shall be not more than 700 feet nor less than 135 feet in width, and shall be constructed with ramps, previously described, median strip traffic separators and shoulders. All construction herein required shall be in conformity with Plan "A", attached hereto and made a part hereof, and specifications set forth in Section S5 of this Amendatory Ordinance.

SECTION 8. ARCADE LEVEL PUBLIC PARK. There shall be constructed an Arcade Level platform for a public park, the south line of which shall be a line 30 feet south of and parallel to the north line of existing East Lake Street, as if extended, the north line of which shall be a line parallel with the north line of existing East Lake Street, as if extended, and 330.7 feet northerly thereof and extending from the east line of an elevated street to be known as Upper Level North Columbus Drive, which is provided for in Section 4e. of this Amendatory Ordinance, and extending in an easterly direction to the west line of an elevated street to be known as Upper Level North Field Boulevard, which is provided for in Section 4b. of this Amendatory Ordinance, for a distance of 790.3 feet, the platform comprising an area of six acres. All construction herein required shall be in conformity with Plan "A", attached hereto and made a part hereof, and specifications set forth in Section S6 of this Amendatory Ordinance.

SECTION 9. LOWER LEVEL ESPLANADE PARK AND DOCKWALL. There shall be, at the lower level, a public area herein referred to as Lower Level Esplanade Park, the north line of which shall be adjacent to the south dock line of the Chicago River (as established by an Ordinance passed on August 15, 1952, as amended by an Ordinance passed on December 11, 1952), the south line of which shall be coincident with the north line of an elevated street to be known as Intermediate Level East Wacker Drive, which is provided for in Section 5a. of this Amendatory Ordinance, the east line of which shall be adjacent to the west line of an elevated street to be known as North Lake Shore Drive, which is provided for in Section 7 of this Amendatory Ordinance, and the west line of which shall be adjacent to and abutting the west Illinois Central Railroad Company property line at said south dock line.

There shall be constructed a steel sheet piling with concrete cap dockwall along the north line of said Lower Level Esplanade Park where such dockwall does not presently exist in serviceable condition as determined by the Commissioner of Public Works of the City of Chicago. All construction herein required shall be in conformity with Plan "C", attached hereto and made a part hereof, and specifications set forth in Section S7 of this Amendatory Ordinance.

SECTION 10. INTERMEDIATE LEVEL NORTH COLUMBUS DRIVE BRIDGE. There shall be constructed an Intermediate Level bridge to be known as Intermediate Level North Columbus Drive Bridge over the Chicago River, commencing and connected with the north line of an elevated street to be known as Intermediate Level East Wacker Drive which is provided for in Section 5a. of this Amendatory Ordinance, extending northerly therefrom as an extension of Intermediate Level North Columbus Drive which is provided for in Section 5g. of this Amendatory Ordinance, across and spanning the Chicago River a distance of 370 feet to a point at or near the north dock line of said Chicago River. Said Intermediate Level North Columbus Drive Bridge shall be constructed as a two-leaf bascule bridge, having a 110 foot right of way, a median strip traffic separator, a left turn bay, balustrades and sidewalks. All construction herein required shall be in conformity with Plan "B", attached hereto and made a part hereof, and specifications set forth in Section S8 of this Amendatory Ordinance.

SECTION 11. NORTH LAKE SHORE DRIVE BRIDGE DECK. There shall be constructed an Intermediate Level bridge deck to be known as Intermediate Level North Lake Shore Drive Bridge over the Chicago River at existing North Lake Shore Drive. Said Intermediate Level North Lake Shore Drive Bridge shall be constructed on an existing two-leaf bascule bridge that carries Upper Level Lake Shore Drive over said Chicago River, which has been so designed and constructed as to provide for the construction of said Intermediate Level Lake Shore Drive Bridge. Intermediate Level Lake Shore Drive Bridge shall be constructed with a median traffic separator and balustrades. All construction herein required shall be in conformity with Plan "B", attached hereto and made a part hereof, and specifications set forth in Section S9 of this Amendatory Ordinance.

## DIVISION III.

### DEDICATIONS, GRANTS AND EASEMENTS.

Preamble.

Section 12. Grants and Easements.
- a. Dedicated Grants and Easements for Streets and Parks.
- b. Dedicated Grants and Easements for Subway Construction.
- c. Sewer and Water Facilities.
  - (1) Sewers.
  - (2) Water.
  - (3) Existing Easements for Water and and Sewers.
  - (4) Areas Reserved for Public Utilities — Dedications and Grants.
- d. Fire Department Facility.
- e. Public Elementary School Facility.
- f. Construction Easements.

Section 13. Permitted Uses within Dedicated Public Areas.

*Preamble.*

This Division III sets forth the nature of the interests in land and air rights to be granted to the City of Chicago by the Illinois Central Railroad Company for the public improvements designated under Division II of this Amendatory Ordinance, as well as space for subway construction, public utilities, a fire station and public elementary school. Also set forth hereunder are grants, easements, and authority to the City of Chicago and to the Illinois Central Railroad Company for the necessary construction, reconstruction and maintenance of such public improvements.

SECTION 12. GRANTS AND EASEMENTS.

a. *Dedicated Grants and Easements for Streets and Parks.* The Illinois Central Railroad Company, upon the acceptance of this Amendatory Ordinance, at no cost to the City of Chicago agrees to dedicate and grant to the City of Chicago the following interests in land and air rights for public use:

(1) Fee simple title in and to all streets and the Lower Level Esplanade Park required in Sections 6, 7 and 9 of this Amendatory Ordinance, except for East South Water Street between the east line of existing Beaubien Court and the west line of North Stetson Avenue, and except for East Lake Street, between the east line of North Stetson Avenue, as if extended, and the west line of North Columbus Drive, for which exceptions provision is hereinafter made; and excepting further those portions of N. Stetson Avenue and E. Lake Street to which title has previously otherwise been conveyed to the Prudential Insurance Company of America.

(2) Fee simple title in and to East Wacker Drive commencing at the east line of Field Boulevard and extending to the west line of Lake Shore Drive, in the dimensions shown in figures or by scale on Plan "C", attached hereto and made a part hereof, extending to a maximum unobstructed vertical height of 14 feet 6 inches above the surface of the Intermediate Level, as defined herein, for its entire length and width.

(3) Fee simple title in and to East Randolph Street commencing at the east line of Field Boulevard and extending to the west line of Lake Shore Drive, in the dimensions shown in figures or by scale on Plan "B", attached hereto and made a part hereof, extending to a maximum unobstructed vertical height of 14 feet 6 inches above the surface of the Intermediate Level, as defined herein, for its entire length and width.

(4) Fee simple title in and to East South Water Street commencing at the east line of North Beaubien Court and extending to the west line of North Stetson Avenue, in the dimensions shown in figures or by scale on Plan "C", attached hereto and made a part hereof, extending to a maximum unobstructed vertical height of 14 feet 6 inches above the surface of the Intermediate Level, as defined herein, for its entire length and width.

(5) Fee simple title in and to East Lake Street commencing at the east line of the public right of way reserved for subway construction, provided for in Subsection b. of this Section 12, and extending to the west line of North Columbus Drive, in the dimensions shown in figures or by scale on Plan "C", attached hereto and made a part hereof, extending to a maximum unobstructed vertical height of 14 feet 6 inches above the surface of the Intermediate Level, as defined herein, for its entire length and width.

(6) Perpetual easement and attendant rights and privileges in and to the platform for a public park as provided in Section 8 of this Amendatory Ordinance, its foundations, columns and supports, provided, however, that said foundations, columns and supports may be jointly used for construction by the Illinois Central Railroad Company, its grantees, assignees and designees for any purpose not inconsistent with the use by the public of said park platform, said perpetual easement extending to the use by the public of said park, for its entire length and width.

b. *Dedicated grants and Easements for Subway Construction.* The Illinois Central Railroad Company, upon the acceptance of this Amendatory Ordinance, at no cost to the City of Chicago agrees to dedicate and grant to the City of Chicago fee simple title in and to a public right of way to be reserved for subway construction, in the following areas and dimensions:

(1) A strip of land 74 feet of even width, commencing with the north line of Lower Level East Randolph Street, as provided in Section 6c. of this Amendatory Ordinance, extending in a northerly direction for approximately 761 feet to the south line of Lower Level East South Water Street, as provided for in Section 6e. of this Amendatory Ordinance, the east line of which shall be collinear and parallel with the east line of existing North Stetson Avenue.

(2) A strip of land 22 feet of even width, commencing with the north line of Lower Level East Randolph Street, as provided in Section 6c. of this Amendatory Ordinance, extending in a northerly direction for a distance of approximately 761 feet to the south line of Lower Level East South Water Street, as provided for in Section 6e. of this Amendatory Ordinance, the east line of which shall be approximately 22 feet east of and parallel with the east line of existing North Stetson Avenue, the west line of which shall be collinear and parallel with the east line of existing North Stetson Avenue, and extending to a maximum unobstructed vertical height of 26 feet above Chicago City Datum, for its entire length and width.

(3) A strip of land 4 feet of even width, commencing with the north line of Lower Level East Randolph Street, as provided in Section 6e. of this Amendatory Ordinance, extending in a northerly direction for a distance of approximately 761 feet to the south line of Lower Level East South Water Street, as provided for in Section 6e. of this Amendatory Ordinance, the east line of which shall be collinear and parallel with the west line of existing North Stetson Avenue, the west line of which shall be approximately 4 feet west of and parallel with the west line of existing North Stetson Avenue, and extending vertically to an unobstructed height of 26 feet above Chicago City Datum, for its entire length and width.

The Illinois Central Railroad Company, upon acceptance of this Amendatory Ordinance at no cost to the City of Chicago agrees to dedicate a perpetual easement to the City of Chicago, to be reserved for subway construction, commencing with the south line of said Lower Level East South Water Street, extending northeasterly in a curving line for a distance of approximately 300 feet, thence extending northeasterly in a straight line for a distance of approximately 400 feet to the south dock line of the Chicago River (as established by an Ordinance passed on August 15, 1952, as amended by an Ordinance passed on December 11, 1952), said point being approximately 100.5 feet west of the west right of way line of Lower

Level North Columbus Drive, as provided for in Section 6g. of this Amendatory Ordinance, as measured along said dock line, the east line of which at the point of commencement shall be coincident with the east line of the right of way first hereinabove described. The width of said perpetual easement shall vary from 100 feet at the south line of said Lower Level East South Water Street narrowing to a width of 70 feet in a distance of 300 feet, thereafter in even width of 70 feet to the said south dock line of the Chicago River. Said perpetual easement shall extend from surface level at 8 feet above Chicago City datum to a depth of 30 feet below Chicago City datum commencing at said Lower Level East South Water Street, thereafter descending in grade from said surface level to a depth of approximately 55 feet below Chicago City datum at the said south dock line of the Chicago River. The dedication of said perpetual easement shall not preclude the reasonable and necessary placing of structure foundations and supports within said easement, provided there will be no interference with proposed or existing subway construction, reconstruction or maintenance therein.

c. *Sewer and Water Facilities.*

(1) Sewers. All sanitary and storm sewers (public utilities) within the Randolph Street Terminal Property shall be placed within the public streets and areas designated "Reserved for Public Utilities", as set forth in Plan "C" of Division VII of this Amendatory Ordinance, and said sewers shall be constructed at the sole cost and expense of the Illinois Central Railroad Company, including the costs of connection to those points where said sewers tie into existing or proposed sewers of the City of Chicago or the Metropolitan Sanitary District of Chicago.

(2) Water. All water mains, service mains and necessary appurtenances for the water distribution system within the Randolph Street Terminal Property shall be placed within the public streets and areas designated "Reserved for Public Utilities", as set forth in Plan "C" of Division VII of this Amendatory Ordinance, and said water mains, service mains and appurtenances shall be constructed at the sole cost and expense of the Illinois Central Railroad Company, including the costs of connection to those points where said mains and appurtenances tie into existing or proposed mains and appurtenances of the City of Chicago, and the Illinois Central Railroad Company upon acceptance of this Amendatory Ordinance waives any cost and expense recapture provisions for said water mains, service mains and appurtenances to which it is or may be entitled by law.

(3) Existing Easements for Water and Sewers. No plans for construction of public improvements for which provision is made in this Amendatory Ordinance and no construction of private buildings or other structures shall be approved or commenced over any existing easements for water and sewer facilities within the Randolph Street Terminal Property area without prior review and approval of said plans in writing by the Commissioner of Water and Sewers. The cost of relocating existing sewer and water facilities in existing easements within the Randolph Street Terminal Property area shall be the responsibility of the Illinois Central Railroad Company.

(4) Areas Reserved for Public Utilities—Dedications and Grants. The areas reserved for public utilities, to which reference is hereinabove made, shall be dedicated to the City of Chicago by the Illinois Central Railroad Company, at no cost to the City of Chicago, in fee simple title in the following locations and dimensions, as also appear in Plan "C" of this Amendatory Ordinance.

(a) A strip of land 66 feet of even width, being 33 feet on each side of the center line beginning at a point on the east line of proposed Lower Level North Columbus Drive, as provided for in Section 6g. of this Amendatory Ordinance, at the center line of existing East South Water Street, as if extended easterly, thence east a distance of 770 feet, more or less, to a point on the west line of proposed Lower Level North Field Boulevard, which is provided for in Section 6b. of this Amendatory Ordinance, extending vertically to an unobstructed height of 14 feet 6 inches above the Lower Level as defined herein, for its entire length and width.

(b) A strip of land 66 feet of even width, being 33 feet on each side of a center line beginning at a point on the east line of proposed Lower Level North Columbus Drive, as provided for in Section 6g. of this Amendatory Ordinance, at the center line of existing East Lake Street, as if extended easterly, thence a distance of 770 feet, more or less, to a point on the west line of proposed Lower Level North Field Boulevard, which is provided for in Section 6b. of this Amendatory Ordinance, extending vertically to an unobstructed height of 14 feet 6 inches above the Lower Level, as defined herein, for its entire length and width.

(c) A strip of land 66 feet of even width, the north line of which shall coincide and be collinear with the north line of the proposed Lower Level East Randolph Street, as provided for in Section 6c. of this Amendatory Ordinance, as if extended easterly, beginning at a point on the east line of proposed Lower Level North Field Boulevard, which is provided for in Section 6b. of this Amendatory Ordinance, thence east a distance of 429 feet, more or less, which shall be its eastern terminus, extending vertically to an unobstructed height of 14 feet 6 inches above the Lower Level, as defined herein for its entire length and width.

(d) A strip of land 66 feet of even width, the west line of which shall be parallel to the center line of proposed Lower Level North Field Boulevard, which is provided for in Section 6b. of this Amendatory Ordinance, and 412 feet, more or less, east thereof, beginning at a point on the north line of proposed Lower Level East Randolph Street, which is provided for in Section 6c. of this Amendatory Ordinance, as if extended easterly, thence north a distance of 988 feet, more or less, to a point on the south line of proposed Lower Level East Wacker Drive, which is provided for in Section 6a. of this Amendatory Ordinance, extending vertically to an unobstructed height of 14 feet 6 inches above the Lower Level, as defined herein, for its entire length and width.

(e) A strip of land 66 feet of even width, being 33 feet on either side of a center line beginning at a point on the east line of existing North Field Boulevard, at the center line of existing East Lake Street as if extended easterly, thence a distance of 358 feet, more or less, to a point on the west line of an area proposed to be reserved for public utilities, as hereinabove described in Subsection c(4)(d), extending vertically to an unobstructed height of 14 feet 6 inches above the Lower Level, as defined herein, for its entire length and width.

d. *Fire Department Facility.* The Illinois Central Railroad Company, after the acceptance of this Amendatory Ordinance, at no cost to the City of Chicago shall dedicate and grant to the City of Chicago a perpetual easement, with attendant rights and privileges, in and to an area to be located in a building at the Upper Level immediately east of the east right of way line of Upper Level North Columbus Drive directly opposite Upper Level East South Water Street, which are provided for in Section 4 of this Amendatory Ordinance, for use as a Chicago Fire Department Station, which area shall have minimum dimensions of 135 feet in frontage, 120 feet in depth and a 15 foot unobstructed ceiling height.

e. *Public Elementary School Facility.* The Illinois Central Railroad Company, after the acceptance of this Amendatory Ordinance, at no cost to the City of Chicago, shall dedicate and grant to the City of Chicago a perpetual easement, with attendant rights and privileges, in and to an area to be located in a building at the Upper Level immediately north of the Arcade Level Public Park, which is provided for in Section 8 of this Amendatory Ordinance, for use as a public elementary school, which area shall have minimum dimensions of 300 feet in frontage, 150 feet in depth and a 15 foot unobstructed ceiling height if situated on one floor, or 150 feet in frontage, 150 feet in depth and a total unobstructed ceiling height of 22 feet if situated on two levels, commencing with the Arcade Level in either event.

f. *Construction Easements.* The Illinois Central Railroad Company shall grant to the City of Chicago, its employees or agents, permission, authority and the necessary easements for the construction, reconstruction and maintenance of said public improvements of the City of Chicago, its employees or agents, in conformity with the requirements of this Amendatory Ordinance. The City of Chicago shall grant to the Illinois Central Railroad Company, its sucessors, grantees, lessees, assignees, assigns and designees permission and authority and the necessary easements to construct such of the Upper Level and Intermediate Level elevated streets and Lower Level streets as it is required to construct as provided for under the terms of this Amendatory Ordinance, as well as the platform for an elevated public park and the lower level esplanade park and dockwall as provided for under the terms of this Amendatory Ordinance.

SECTION 13. PERMITTED USES WITHIN DEDICATED PUBLIC AREAS. The dedication of the areas in fee simple and perpetual easements provided for in Section 12 of this Amendatory Ordinance shall preclude the construction therein of any building, structure or obstruction by the Illinois Central Railroad Company or any of its grantees, licensees, lessees or any other persons claiming by, through or under said Railroad. The dedication of the areas in fee simple and perpetual easements, however, shall not preclude the reasonable and necessary placing of structure foundations and supports, and pedestrian walkways, within said fee areas and easements, provided there will be no interference with existing or proposed public street and utility construction or reconstruction, or access thereto or maintenance thereof by the City of Chicago, all such placements being subject to the approval of the Commissioner of Public Works, upon review by the City Departments directly involved and affected.

## DIVISION IV.

## RESPONSIBILITY FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS.

Preamble.

Section 14. Responsibility for Constructing Upper Level Elevated Streets.
  a. Upper Level East Wacker Drive.
  b. Upper Level North Field Boulevard.
  c. Upper Level East Randolph Street.
  d. Upper Level North Stetson Avenue.
  e. Upper Level North Columbus Drive.
  f. Upper Level East South Water Street.

Section 15. Responsibility for Constructing Intermediate Level Elevated Streets.
  a. Intermediate Level East Wacker Drive.
  b. Intermediate Level North Field Boulevard.
  c. Intermediate Level East Randolph Street.
  d. Intermediate Level North Stetson Avenue.
  e. Intermediate Level East Lake Street.
  f. Intermediate Level East South Water Street.
  g. Intermediate Level North Columbus Drive.

Section 16. Responsibility for Constructing Lower Level Streets.
  a. Lower Level East Wacker Drive.
  b. Lower Level North Field Boulevard.
  c. Lower Level East Randolph Street.
  d. Lower Level North Stetson Avenue.
  e. Lower Level East South Water Street.
  f. Lower Level East Lake Street.
  g. Lower Level North Columbus Drive.

Section 17. Responsibility for Constructing North Lake Shore Drive.

Section 18. Responsibility for Constructing Platform for Public Park.

Section 19. Responsibility for Constructing Lower Level Esplanade Park and Dockwall.

Section 20. Responsibility for Constructing Intermediate Level North Columbus Drive Bridge.

Section 21. Responsibility for Constructing Intermediate Level North Lake Shore Drive Bridge.

Section 22. Responsibility for Constructing Common Foundations, Substructures and Ramps.
  a. Upper and Intermediate Level Elevated Street Foundations and Substructures.
  b. Elevated and Lower Level Streets and Ramps.
  c. Ramps Connecting Common Level Streets.
  d. Ramps Connecting Common Responsibility Streets.

Section 23. Financial Responsibility and Guaranty.
  a. City of Chicago.

b. Illinois Central Railroad Company.

c. Public Improvement Escrow Account.

d. Investment of Escrow Funds.

e. Charges Against Escrow Account.

f. Arbitration of Cost Disputes.

g. Balance of Escrow Funds at Completion.

*Preamble.*

This Division IV designates the financial and ultimate responsibility of the City of Chicago and the Illinois Central Railroad Company for constructing or causing to be constructed the public improvements set forth in Division II of this Amendatory Ordinance.

SECTION 14. RESPONSIBILITY FOR CONSTRUCTING UPPER LEVEL ELEVATED STREETS.

a. *Responsibility for Constructing Upper Level East Wacker Drive.* The elevated street to be known as Upper Level East Wacker Drive and appurtenances thereto, which is provided for in Section 4a. of this Amendatory Ordinance and as set forth in the plan and specifications to which it refers, shall be the obligation of the Illinois Central Railroad Company to construct at its sole cost and expense.

b. *Responsibility for Constructing Upper Level North Field Boulevard.* The elevated street to be known as Upper Level North Field Boulevard and appurtenances thereto, which is provided for in Section 4b. of this Amendatory Ordinance and as set forth in the plan and specifications to which it refers, shall be the obligation of the Illinois Central Railroad Company to construct at its sole cost and expense.

c. *Responsibility for Constructing Upper Level East Randolph Street.* The elevated street to be known as Upper Level East Randolph Street and appurtenances thereto, which is provided for in Section 4c. of this Amendatory Ordinance and as set forth in the plan and specifications to which it refers, shall be the obligation of the Illinois Central Railroad Company to construct at its sole cost and expense.

d. *Responsibility for Constructing Upper Level North Stetson Avenue.* The elevated street to be known as Upper Level North Stetson Avenue and appurtenances thereto, which is provided for in Section 4d. of this Amendatory Ordinance and as set forth in the plan and specifications to which it refers, shall be the obligation of the Illinois Central Railroad Company to construct at its sole cost and expense.

e. *Responsibility for Constructing Upper Level North Columbus Drive.* The elevated street to be known as Upper Level North Columbus Drive and appurtenances thereto, which is provided for in Section 4e. of this Amendatory Ordinance and as set forth in the plan and specifications to which it refers, shall be the obligation of the Illinois Central Railroad Company to construct at its sole cost and expense.

f. *Responsibility for Constructing Upper Level East South Water Street.* The elevated street to be known as Upper Level East South Water Street and appurtenances thereto, which is provided for in Section 4f. of this Amendatory Ordinance and as set forth in the plan and specifications to which it refers, shall be the obligation of the Illinois Central Railroad Company to construct at its sole cost and expense.

SECTION 15. RESPONSIBILITY FOR CONSTRUCTING INTERMEDIATE LEVEL ELEVATED STREETS.

a. *Responsibility for Constructing Intermediate Level East Wacker Drive.* The elevated street to be known as Intermediate Level East Wacker Drive and appurtenances thereto, which is provided for in Section 5a. of this Amendatory Ordinance and as set forth in the plan and specifications to which it refers, shall be the obligation of the City of Chicago to construct at its sole cost and expense.

b. *Responsibility for Constructing Intermediate Level North Field Boulevard.* The elevated street to be known as Intermediate Level North Field Boulevard and appurtenances thereto, which is provided for in Section 5b. of this Amendatory Ordinance and as set forth in the plan and specifications to which it refers, shall be the obligation of the Illinois Central Railroad Company to construct at its sole cost and expense.

c. *Responsibility for Constructing Intermediate Level East Randolph Street.* The elevated street to be known as Intermediate Level East Randolph Street and appurtenances thereto, which is provided for in Section 5c. of this Amendatory Ordinance and as set forth in the plan and specifications to which it refers, shall be the obligation of the City of Chicago to construct at its sole cost and expense.

d. *Responsibility for Constructing Intermediate Level North Stetson Avenue.* The elevated street to be known as Intermediate Level North Stetson Avenue and appurtenances thereto, which is provided for in Section 5d. of this Amendatory Ordinance and as set forth in the plan and specifications to which it refers, shall be the obligation of the Illinois Central Railroad Company to construct at its sole cost and expense.

e. *Responsibility for Constructing Intermediate Level East Lake Street.* The elevated street to be known as Intermediate Level East Lake Street and appurtenances thereto, which is provided for in Section 5e. of this Amendatory Ordinance and as set forth in the plan and specifications to which it refers, shall be the obligation of the Illinois Central Railroad Company to construct at its sole cost and expense.

f. *Responsibility for Constructing Intermediate Level East South Water Street.* The elevated street to be known as Intermediate Level East South Water Street and appurtenances thereto, which is provided for in Section 5f. of this Amendatory Ordinance and as set forth in the plan and specifications to which it refers, shall be the obligation of the Illinois Central Railroad Company to construct at its sole cost and expense.

g. *Responsibility for Constructing Intermediate Level North Columbus Drive.* The elevated street to be known as Intermediate Level North Columbus Drive and appurtenances thereto, which is provided for in Section 5g. of this Amendatory Ordinance and as set forth in the plan and specifications to which it refers, shall be the obligation of the City of Chicago to construct at its sole cost and expense.

SECTION 16. RESPONSIBILITY FOR CONSTRUCTING LOWER LEVEL STREETS.

a. *Responsibility for Constructing Lower Level East Wacker Drive.* The street to be known as Lower Level East Wacker Drive and appurtenances thereto, which is provided for in Section 6a. of this Amendatory Ordinance and as set forth in the plan and specifications to which it refers, shall be the obligation of the

Illinois Central Railroad Company to construct at its sole cost and expense.

b. *Responsibility for Constructing Lower Level North Field Boulevard.* The street to be known as Lower Level North Field Boulevard and appurtenances thereto, as provided for in Section 6b. of this Amendatory Ordinance and as set forth in the plan and specifications to which it refers, shall be the obligation of the Illinois Central Railroad Company to construct at its sole cost and expense.

c. *Responsibility for Constructing Lower Level East Randolph Street.* The street to be known as Lower Level East Randolph Street and appurtenances thereto, which is provided for in Section 6c. of this Amendatory Ordinance and as set forth in the plan and specifications to which it refers, shall be the obligation of the Illinois Central Railroad Company to construct at its sole cost and expense.

d. *Responsibility for Constructing Lower Level North Stetson Avenue.* The street to be known as Lower Level North Stetson Avenue and appurtenances thereto, which is provided for in Section 6d. of this Amendatory Ordinance and as set forth in the plan and specifications to which it refers, shall be the obligation of the Illinois Central Railroad Company to construct at its sole cost and expense.

e. *Responsibility for Constructing Lower Level East South Water Street.* The street to be known as Lower Level East South Water Street and appurtenances thereto, which is provided for in Section 6e. of this Amendatory Ordinance and as set forth in the plan and specifications to which it refers, shall be the obligation of the Illinois Central Railroad Company to construct at its sole cost and expense.

f. *Responsibility for Constructing Lower Level East Lake Street.* The street to be known as Lower Level East Lake Street and appurteances thereto, which is provided for in Section 6f. of this Amendatory Ordinance and as set forth in the plan and specifications to which it refers, shall be the obligation of the Illinois Central Railroad Company to construct at its sole cost and expense.

g. *Responsibility for Constructing Lower Level North Columbus Drive.* The street to be known as Lower Level North Columbus Drive and appurtenances thereto, which is provided for in Section 6g. of this Amendatory Ordinance and as set forth in the plan and specifications to which it refers, shall be the obligation of the Illinois Central Railroad Company to construct at its sole cost and expense.

SECTION 17. RESPONSIBILITY FOR CONSTRUCTING NORTH LAKE SHORE DRIVE. The elevated street to be known as North Lake Shore Drive and appurtenances thereto, which is provided for in Section 7 of this Amendatory Ordinance and as set forth in the plan and specifications to which it refers, shall be the obligation of the City of Chicago to construct at its sole cost and expense.

SECTION 18. RESPONSIBILITY FOR CONSTRUCTING PLATFORM FOR PUBLIC PARK. The Arcade Level Platform for a public park and supports, columns, foundations and other appurtenances thereto, which is provided for in Section 8 of this Amendatory Ordinance and as set forth in the plan and specifications to which it refers, shall be the obligation of the Illinois Central Railroad Company to construct at its sole cost and expense.

SECTION 19. RESPONSIBILITY FOR LOWER LEVEL ESPLANADE PARK AND DOCKWALL. The provision of property for the Lower Level Esplanade Park and the construction of the dockwall along the south line of the Chicago River, which is provided for in Section 9 of the Amendatory Ordinance and as set forth in the plan and specifications to which it refers, shall be the obligation of the Illinois Central Railroad Company at its sole cost and expense.

SECTION 20. RESPONSIBILITY FOR CONSTRUCTING INTERMEDIATE LEVEL NORTH COLUMBUS DRIVE BRIDGE. The bridge to be known as Intermediate Level North Columbus Drive Bridge, which is provided for in Section 10 of this Amendatory Ordinance and as set forth in the plan and specifications to which it refers, shall be the obligation of the City of Chicago to construct at its sole cost and expense.

SECTION 21. RESPONSIBILITY FOR CONSTRUCTING INTERMEDIATE NORTH LAKE SHORE DRIVE BRIDGE DECK. The intermediate level bridge deck to be known as Intermediate Level North Lake Shore Drive Bridge, which is provided for in Section 11 of this Amendatory Ordinance and as set forth in the plan and specifications to which it refers, shall be the obligation of the City of Chicago to construct at its sole cost and expense.

SECTION 22. RESPONSIBILITY FOR CONSTRUCTING COMMON FOUNDATIONS, SUBSTRUCTURES AND RAMPS.

a. *Upper and Intermediate Level Elevated Street Foundations and Substructures.* Where provision is made for the construction of an Intermediate Level elevated street by the City of Chicago at its sole cost and expense over which is to be constructed an Upper Level elevated street by the Illinois Central Railroad Company at its sole cost and expense, the cost of constructing the foundations and substructures for said Intermediate and Upper Level elevated streets shall be borne equally by the City of Chicago and the Illinois Central Railroad Company.

b. *Elevated and Lower Level Streets and Ramps.* Where provision is made for the construction of ramps from an elevated street to be constructed at the sole cost and expense of the City of Chicago, which ramps are to be connected to an elevated street or Lower Level street to be constructed at the sole cost and expense of the Illinois Central Railroad Company, the cost of constructing such ramps shall be borne equally by the City of Chicago and the Illinois Central Railroad Company.

c. *Ramps—City Responsibility.* Where provision is made for the construction of ramps from an elevated street to be constructed at the sole cost and expense of the City of Chicago, which ramps are to be connected to an elevated street to be constructed at the sole cost and expense of the City of Chicago, the cost and expense of constructing said ramps shall be borne solely by the City of Chicago.

d. *Ramps—Railroad Responsibility.* Where provision is made for the construction of ramps from an elevated street to be constructed at the sole cost and expense of the Illinois Central Railroad Company, which ramps are to be connected to any streets to be constructed by the Illinois Central Railroad, such ramps shall be constructed at the sole cost and expense of the Illinois Central Railroad Company.

SECTION 23. FINANCIAL RESPONSIBILITY AND GUARANTY.

a. *City of Chicago.* The City of Chicago, by the adoption of this Amendatory Ordinance, hereby agrees to construct those portions of the public improvements herein required to be constructed by the City of Chicago, within the time or times herein specified, and otherwise in accordance with the provisions of this Amendatory Ordinance.

b. *Illinois Central Railroad Company.* The Illinois Central Railroad Company, by the acceptance of this Amendatory Ordinance, hereby agrees to construct those portions of the public improvements herein required to be constructed by the Illinois Central Railroad Company, within the time or times herein specified and otherwise in accordance with the provisions of this Amendatory Ordinance.

c. *Public Improvement Escrow Account.* At the time of receipt of proceeds from each sale or lease of Illinois Central Railroad Company property contained within the Illinois Central Railroad Randolph Street Terminal property area, as defined in Section 2f. of this Amendatory Ordinance, as a guaranty of the payment for construction of said public improvements, the Illinois Central Railroad Company shall set aside in an escrow account to be designated "Illinois Central Railroad Public Improvement Escrow Account" to be opened by and between the Illinois Central Railroad Company and the City of Chicago with the Continental Illinois National Bank of Chicago, a national banking corporation, as escrowee. The signatories thereto on behalf of the Illinois Central Railroad Company shall be any Vice President designated by said Railroad, and, on behalf of the City of Chicago, shall be the Commissioner of Public Works of the City of Chicago. The amount to be set aside as said guaranty by the Illinois Central Railroad Company from the proceeds of said sale or lease hereinabove described shall be $25.00 per each square foot of property so sold or leased, or more, as shown in the documents of sale or lease.

d. *Investment of Escrow Funds.* The Illinois Central Railroad Company shall have the power and discretion of directing the escrowee to invest said funds in marketable securities in order to meet the anticipated escalation of costs of the construction herein provided.

e. *Charges Against Escrow Account.* The Illinois Central Railroad Company may charge against said Illinois Central Railroad Public Improvement Escrow Account the cost which it incurs from time to time for the construction of any public improvements or portions thereof which it is obligated to construct under this Amendatory Ordinance; provided, however, that said Railroad shall give not less than fifteen (15) days notice to the Commissioner of Public Works of any anticipated withdrawal for said purpose, attaching to said notice a copy of plans, specifications and cost proposals for such public improvement. The Commissioner of Public Works shall have ten (10) days thereafter within which to object to any such plan, specifications or cost proposals and in the event such objection is made, he shall specify such changes in said plans, specifications and cost proposals as he deems appropriate.

f. *Arbitration of Cost Disputes.* In the event the Illinois Central Railroad Company and the Commissioner of Public Works are unable to agree upon the plans, specifications or cost proposals as hereinabove provided, whether as originally presented or as proposed to be modified, the Illinois Central Railroad Company and the Commissioner of Public Works may submit such disagreement to the Board of Arbitrators herein provided in Section 26 of this Amendatory Ordinance.

g. *Balance of Escrow Funds at Completion.* If upon completion of construction of the public improvements for which the Illinois Central Railroad Company has become obligated hereunder there shall be an excess or balance of funds in said Illinois Central Railroad Public Improvement Escrow Account, said balance shall be released to the Illinois Central Railroad Company.

## DIVISION V.

## CONSTRUCTION TIME SCHEDULES.

Preamble.

Section 24. Time Schedule for Public Improvement Construction.

a. Stage A.
  (1) Upper and Intermediate Levels of East Wacker Drive.
  (2) Upper Level East Randolph Street.
  (3) Upper and Intermediate Levels of North Stetson Avenue.
  (4) Upper and Intermediate Levels of East South Water Street.
  (5) Intermediate Level East Lake Street.
  (6) Lower Level Esplanade Park and Dockwall.
  (7) Lower Level street.

b. Stage B.
  (1) Upper and Intermediate Levels of East Randolph Street.
  (2) North Lake Shore Drive.
  (3) Upper and Intermediate Levels of North Columbus Drive.
  (4) Intermediate Level Columbus Drive Bridge.
  (5) Arcade Level Public Park.
  (6) Lower Level streets.

c. Stage C.
  (1) Upper and Intermediate Levels of North Lake Shore Drive Bridge.
  (2) Intermediate Level East Wacker Drive.
  (3) Upper and Intermediate Levels of North Field Boulevard.
  (4) Lower Level streets.

### *Preamble.*

This Division V sets forth the time sequence within which the public improvements, for which provision is made under Division II of this Amendatory Ordinance, shall be constructed. The over-all time sequence of completed construction is intended to be fulfilled at the end of twenty years from the effective date of this Amendatory Ordinance, divided into two five and one ten-year period, hereinafter denominated Stage A for the first five-year period, Stage B for the second ten-year period, and Stage C for the third five-year period. Although the sequential order of the proposed time staging in which the public improvements appear is not intended to be inflexible, unless extenuating circumstances and unforeseen exigencies should develop, the order in which the public improvements are set forth in said stages shall serve as the guide upon which the public improvements therein are intended to be constructed.

SECTION 24. TIME SCHEDULE FOR PUBLIC IMPROVEMENT CONSTRUCTION. The obligations of the City of Chicago to meet the time schedules hereinafter provided here conditioned upon the adoption and passage of necessary permits, rulings and legislation by the governments of the United States and of the State of Illinois.

a. *Stage A.* All public improvements hereinafter listed under this Subsection a., to be known as Stage A, shall be completed within five years from the effective date of this Amendatory Ordinance.

(1) Upper Level East Wacker Drive and Intermediate Level East Wacker Drive (which are provided for in Sections 4a. and 5a., respectively, of this Amendatory Ordinance), from North Michigan Avenue to North Field Boulevard, including all necessary ramp connections;

(2) Upper Level East Randolph Street (which is provided for in Section 4c. of this Amendatory Ordinance), from North Stetson Avenue to North Columbus Drive;

(3) Upper Level North Stetson Avenue and Intermediate Level North Stetson Avenue (which are provided for in Section 4d. and 5d., respectively, of this Amendatory Ordinance), from East Lake Street to East Wacker Drive;

(4) Upper Level East South Water Street and Intermediate Level East South water Street (which are provided for in Sections 4f. and 5f., respectively, of this Amendatory Ordinance), from North Michigan Avenue to North Columbus Drive, including all necessary ramp connections;

(5) Intermediate Level East Lake Street (which is provided for in Section 5e. of this Amendatory Ordinance);

(6) Lower Level Esplanade Park and Dockwall (which is provided for in Section 9 of this Amendatory Ordinance);

(7) Lower Level streets (which is provided for in Section 6 of this Amendatory Ordinance) alongside and adjacent to construction of buildings, which shall be substantially completed so as to provide ingress thereto and egress therefrom for service by fire, police and other emergency vehicles by such time as said construction reaches a point at 50 percent of its intended height.

b. *Stage B.* All public improvements hereinafter listed under this Subsection b., to be known as Stage B, shall be completed within the second ten-year period commencing five years after the effective date of this Amendatory Ordinance.

(1) Upper Level East Randolph Street (which is provided for in Section 4c. of this Amendatory Ordinance), from North Michigan Avenue to North Field Boulevard, and Intermediate Level East Randolph Street (which is provided for in Section 5c. of this Amendatory Ordinance), from North Michigan Avenue to North Lake Shore Drive, including all necessary ramp connections;

(2) North Lake Shore Drive (which is provided for in Section 7 of this Amendatory Ordinance), from the south line of East Wacker Drive to Monroe Street;

(3) Upper Level North Columbus Drive and Intermediate Level North Columbus Drive (which are provided for in Section 4e. and 5g., respectively, of this Amendatory Ordinance), from East Randolph Street to East Wacker Drive;

(4) Intermediate Level Columbus Drive Bridge (which is provided for in Section 10 of this Amendatory Ordinance), spanning across the Chicago River;

(5) Arcade Level Public Park (which is provided for in Section 8 of this Amendatory Ordinance);

(6) Lower Level streets (which are provided for in Section 6 of this Amendatory Ordinance), alongside and adjacent to construction of buildings shall be substantially completed so as to provide ingress thereto and egress therefrom for service by fire, police and other emergency vehicles by such time as said construction reaches a point at 50 percent of its intended height.

c. *Stage C.* All public improvements hereinafter listed under this Subsection c., to be known as Stage C, shall be completed within the third five-year period commencing fifteen years after the effective date of this Amendatory Ordinance.

(1) Reconstruction of Upper Level North Lake Shore Drive Bridge and Construction of Intermediate Level North Lake Shore Drive Bridge Deck (which is provided for in Section 11 of this Amendatory Ordinance), including approaches thereto, from the south line of East Wacker Drive across the Chicago River;

(2) Intermediate Level East Wacker Drive (which is provided for in Section a. of this Amendatory Ordinance), from North Field Boulevard to North Lake Shore Drive, including ramp connections to North Lake Shore Drive;

(3) Upper Level North Field Boulevard and Intermediate Level North Field Boulevard (which are provided for in Sections 4b. and 5b., respectively, of this Amendatory Ordinance), including all necessary ramp connections;

(4) All Lower Level streets (which are provided for in Section 6 of this Amendatory Ordinance) which have not been already completed.

## DIVISION VI.

## MISCELLANEOUS PROVISIONS.

Preamble.
Section 25. Approval of Plans, Specifications and Cost Estimates.
  a. Approval by Commissioner of Public Works.
  b. Joint Approval by Commissioner of Public Works and Vice President of Illinois Central Railroad Company.
  c. Municipal Purchasing Act.
  d. Changes and Alterations.
  e. Continued Railroad Uses and Purposes.
Section 26. Arbitration.
  a. Settlement of Disputes After Thirty Days.
  b. Arbitration Procedures.
Section 27. Amendatory Effects of 1969 Amendatory Lake Front Ordinance.
Section 28. Contract Effect of Amendatory Ordinance.
Section 29. Acceptances and Effective Date.

### *Preamble.*

This Division VI contains such miscellaneous provisions as will complete all procedures, note all effects, provides for acceptances, and sets forth the effective date of this Amendatory Ordinance.

SECTION 25. APPROVAL OF PLANS, SPECIFICATIONS AND COST ESTIMATES.

a. *Approval by Commissioner of Public Works.* All plans, specifications and cost and expense estimate proposals for the construction of the Upper Level and Intermediate Level elevated streets, and Lower Level streets, as provided for in Sections 4, 5, 6 and 7 of this Amendatory Ordinance, the platform, foundation and supports for an arcade level public park, as provided in Section 8 of this Amendatory Ordinance, the lower level esplanade park and dock wall, as provided for in Section 9 of this Amendatory Ordinance, and the bridges provided for in Sections 10 and 11 of this Amendatory Ordinance, shall be submitted to the Commissioner of Public Works of the City of Chicago for approval in writing, upon review by the City Departments directly involved and affected. Said plans, specifications, or cost and expense estimate proposals shall show in detail the provisions made for ventilation, location, dimensions and spacing of the foundations, supports and columns, and the general character and elevations of the structures to be built. Plans and specifications shall be accompanied by stress sheets showing the assumed live and dead loads, amount of impact taken, the allowable stress per square inch, and the gross and net area section in square inches, the separate dead load, live load and impact stresses in each member, and the combined load on which the section is designed.

b. *Joint Approval by Commissioner of Public Works and Vice President of Illinois Central Railroad Company.* In the event such plans, specifications and cost and expense estimate proposals as hereinabove described in Subsection a. of this Section 25 involve the proposed construction of foundations, supports, columns, substructures, or ramps, the cost of which is to be borne equally by the City of Chicago and the Illinois Central Railroad Company, all such plans, specifications or cost and expense estimate proposals shall be submitted for approval to the Commissioner of Public Works of the City of Chicago by any Vice President designated by the Illinois Central Railroad Company for approval and to the Illinois Central Railroad Company by the Commissioner of Public Works for approval, in each case not less than thirty (30) days prior to the time construction is intended to actually begin. Any matter remaining in dispute between said parties at the expiration of said thirty (30) days shall be submitted to arbitration in accordance with the provisions of Section 26 of this Amendatory Ordinance.

c. *Municipal Purchasing Act.* Further, in the event such plans, specifications and cost and expense estimate proposals involve the proposed construction of foundations, supports, columns, substructures, or ramps, the cost of which is to be borne equally by each party, all such plans, specifications or cost and expense estimate proposals shall be, when applicable, subject to the provisions of the Municipal Purchasing Act for Cities of 500,000 or More Population (Ill.Rev. Stat. 1969, Ch. 24, Pars. 8-10-1, et seq.).

d. *Changes and Alterations.* Details of plans for the work herein provided may be changed or altered with the mutual consent and approval of the Commissioner of Public Works of the City of Chicago and the Illinois Central Railroad Company, it being the intent herein that the standards and guidelines for the construction of public improvements specified in this Amendatory Ordinance be considered and followed as closely as is practically possible. In the event that it should become necessary at any time or from time to time after the construction of such elevated streets for any party hereto to make changes in or to relocate the foundations, columns, supports and substructures of such elevated streets, lower level streets, ramps, platform for a public park, lower level esplanade park or dockwall, which are provided for in this Amendatory Ordinance, such changes shall be made at the sole cost and expense of the party desiring said changes and in accordance with plans and specifications to be prepared by it, and submitted to and approved by the Commissioner of Public Works of the City of Chicago or any Vice President designated by the Illinois Central Railroad Company, as the case may be.

e. *Continued Railroad Uses and Purposes.* The foundations and supports for elevated streets and the construction, maintenance and operation of all elevated streets and lower level streets to be constructed under the terms of this ordinance, shall in no manner be permitted to interfere with the proper and convenient operations of the tracks, trains, locomotives, electrical power wires, signals and control apparatus and other facilities of the Illinois Central Railroad Company, its licensees, lessees or assigns, or any or either of them. Any electrical appliances, devices and other facilities convenient for railroad uses or purposes may at any time be attached to the supports or suspended from the under surface of said elevated streets. The Illinois Central Railroad Company, its licensees, lessees or assigns, or any or either of them, shall have the right, permission and authority to maintain, operate, alter, repair or reconstruct any electrical appliances, devices and other facilities convenient for railroad uses or purposes so attached to said supports or suspended from the under surface of said elevated streets, including any bracket, brace, fixture or other device used in attaching or suspending such facilities to said supports or from the under surface of said elevated streets. Before any electrical appliances, devices and other facilities convenient for railroad uses or purposes are attached to said supports or suspended from the under surface of said elevated streets, however, plans showing the manner in which said electrical appliances, devices and facilities, or any or either of them, will be attached to such elevated streets shall be first submitted to and approved by the Commissioner of Public Works of the City of Chicago.

SECTION 26. ARBITRATION.

a. *Settlement of Disputes After Thirty Days.* Whenever by the terms of this Amendatory Ordinance, the Illinois Central Railroad Company, its lessees, licensees, or assigns, the City of Chicago, or the Chicago Park District, or any two or more of them are charged with doing any work in conjunction with one other or others of them, or any one of them is charged with doing any such work required by the plans, specifications, or cost and expense of construction therefor which is required by this Amendatory Ordinance to be approved by an officer representing another of them and they fail to agree within thirty (30) days upon the propriety of plans, specifications, or cost and expense of construction to be adopted for the work, such matters so in dispute between them may be taken up and decided in the manner as provided in Subsection b. of this Section 26.

b. *Arbitration Procedures.* If after the passage of thirty (30) days the parties are unable to agree upon the propriety of plans, specifications, or cost and expense of construction to be adopted as set forth in Subparagraph a. of this Section 26, any of the parties therein described may seek arbitration by giving notice in writing to the other party or parties of its intention to have such dispute arbitrated. Within ten (10) days after receipt of said notice, the parties to the dispute may agree upon a single arbitrator to consider the matters in dispute; provided, however, that in the event said parties fail to agree or select an arbitrator within said ten (10) days after receipt of such written notice, each of them may select an arbitrator of its choice and said arbitrators so selected may between them select an additional arbitrator so that there shall always be an odd number of arbitrators considering such dispute at all times, it being the intention herein that the majority opinion of the arbitrators shall control the decision in settlement of the matter so in dispute. The decision and settlement by the arbitrators shall be final and binding upon all parties. Any expense in connection of such arbitration shall be borne by the parties thereto equally.

SECTION 27. AMENDATORY EFFECT OF 1969 AMENDATORY LAKE FRONT ORDINANCE. This 1969 Amendatory Lake Front Ordinance shall be construed as an amendment to the 1919 Lake Front Ordinance adopted by the City Council on July 21, 1919 and the 1929 Amendatory Lake Front Ordinance adopted by the City Council on October 24, 1929, and all ordinances to which they refer, and all amendments thereto thereafter adopted, and as modifying and repealing such parts of said 1919 Lake Front Ordinance and 1929 Amendatory Lake Front Ordinance, and all ordinances to which they refer, and all amendments thereto thereafter adopted, only to the extent that they are contrary to or in conflict with this Amendatory Ordinance; Provided, however, that where the language or provisions of said 1919 Lake Front Ordinance and 1929 Amendatory Lake Front Ordinance, and the ordinances to which they refer, and all amendments thereto thereafter adopted, apply to provisions, subjects and objects not in conflict with the provisions, subjects or objects of this 1969 Amendatory Lake Front Ordinance, they shall be construed so as to remain in full force and effect and are hereby confirmed, ratified and readopted.

SECTION 28. CONTRACT EFFECT OF AMENDATORY ORDINANCE. This Amendatory Ordinance and all of its provisions, including plans, plats, drawings and specifications, which are made a part hereof and to which reference is herein made, when accepted by the Illinois Central Railroad Company and the Chicago Park District, shall be taken and construed as a contract between the City of Chicago, the Illinois Central Railroad Company and the Chicago Park District and each party hereinabove set forth shall assent to, authorize and permit all things to be done, which any one of said parties is required, authorized or permitted to do by the conditions, provisions and terms of this 1969 Amendatory Lake Front Ordinance, and each party agrees on its part to do all things required of it to do for the proper fulfillment of the purposes of this Amendatory Ordinance, including the plans, plats, drawings and specifications herein referred to and made a part hereof.

SECTION 29. ACCEPTANCES AND EFFECTIVE DATE. This 1969 Amendatory Lake Front Ordinance shall be accepted by the Commissioners of the Chicago Park District by ordinance, and a certified copy thereof shall be filed in the office of the City Clerk of the City of Chicago within sixty (60) days after the passage of this ordinance.

This 1969 Amendatory Lake Front Ordinance shall be accepted by the Illinois Central Railroad Company by filing with the City Clerk of the City of Chicago its acceptance in writing within sixty days from and after the time it is authorized so to do by the Illinois Commerce Commission or any other governmental body or bodies which may have jurisdiction in the premises.

This 1969 Amendatory Lake Front Ordinance shall become effective as an ordinance and as a contract between the parties hereto ten (10) days from and after its due passage and publication and the filing of the acceptances required by the provisions of this Section 29.

Until this 1969 Amendatory Lake Front Ordinance shall so have become effectively operative, none of the easements hereinbefore provided for shall vest, nor shall any of the parties be required to make any of the conveyances, dedications or grants hereinbefore provided for, nor shall any of the parties hereto be permitted or required hereunder to exercise any grant or authority or to use or enjoy any easement or to do any of the construction or other work permitted or required of them by any provision of this 1969 Amendatory Lake Front Ordinance nor shall the time begin to run within which any such grant or authority may or shall be exercised or any such easement may or shall be used or enjoyed or any such construction or other work may or shall be done.

The Illinois Central Railroad Company shall within sixty (60) days after this 1969 Amendatory Lake Front Ordinance becomes effectively operative, as herein provided, file for record in the office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this 1969 Amendatory Lake Front Ordinance, together with a certified copy of each of the acceptances of the respective parties hereinabove designated in this Section 29, together with a certified copy of the ordinance of the Commissioners of the Chicago Park District accepting this ordinance.

Covenants herein contained on the part of this Illinois Central Railroad Company are continuing and personal to said Illinois Central Railroad Company, but are not to be deemed to be covenants running with the land, and are not to be binding upon purchasers, grantees, lessees or others claiming right, title or interest by, through or under the said Illinois Central Railroad Company.

### DIVISION VII. PLANS

Section 30. Plan.

Plan A. Upper Level Public Improvements.

Subplan 1. Plan Showing Proposed Upper Level Elevated Street System and Arcade Level Public Park Platform.

Subplan 2. Plat Showing Upper Level Street System Rights-of-way Dimensions and Dimensions of Arcade Level Public Park Platform.

Plan B. Intermediate Level Public Improvements.

Subplan 1. Plan Showing Proposed Intermediate Level Elevated Street System.

Subplan 2. Plat Showing Intermediate Level Street System Rights-of-way Dimensions.

Plan C. Lower Level Public Improvements.

Subplan 1. Plan Showing Proposed Lower

Level Street System, Easements, Public Ways and Other Public Areas.

Subplan 2. Plat Showing Lower Level Street System Rights-of-way Dimensions and Dimensions of Public Easements, Public Ways and Other Public Areas.

SECTION 30. PLANS. The following plans, hereinafter denominated Plans "A", "B" and "C", each of which contains subplans consisting of a public improvement location plan and a coordinate plat, are attached to this Amendatory Ordinance and are made parts hereof, and to which for greater certainty express reference may be made. The locations and dimensions of public improvements and areas therein shown and stated shall be deemed as much a part of this Amendatory Ordinance as though fully set forth and described hereinafter in words and figures.

[Plans attached to this ordinance printed on pages 6137-6142 of this Journal]

## DIVISION VIII.

## CONSTRUCTION SPECIFICATIONS.

Preamble.

Section S1. General Design and Construction Specifications.

Section S2. Specifications for Upper Level Elevated Streets.
- a. Upper Level East Wacker Drive.
- b. Upper Level North Field Boulevard.
- c. Upper Level East Randolph Street.
- d. Upper Level North Stetson Avenue.
- e. Upper Level North Columbus Drive.
- f. Upper Level East South Water Street.

Section S3. Specifications for Intermediate Level Elevated Streets.
- a. Intermediate Level East Wacker Drive.
- b. Intermediate Level North Field Boulevard.
- c. Intermediate Level East Randolph Street.
- d. Intermediate Level North Stetson Avenue.
- e. Intermediate Level East Lake Street.
- f. Intermediate Level East South Water Street.
- g. Intermediate Level North Columbus Drive.

Section S4. Specifications for Lower Level Streets.
- a. Lower Level East Wacker Drive.
- b. Lower Level North Field Boulevard.
- c. Lower Level East Randolph Street.
- d. Lower Level North Stetson Avenue.
- e. Lower Level East South Water Street.
- f. Lower Level East Lake Street.
- g. Lower Level North Columbus Drive.

Section S5. Specifications for North Lake Shore Drive.

Section S6. Specifications for Platform for Arcade Level Park.

Section S7. Specifications for Lower Level Esplanade Park and Dockwall.

Section S8. Specifications for Intermediate Level North Columbus Drive Bridge.

Section S9. Specifications for Intermediate Level North Lake Shore Drive Bridge Deck.

Section S10. Traffic Signals, Police Telegraph and Fire Alarm Boxes.

### *Preamble.*

This Division VIII contains guidelines within which the design and construction specifications for those public improvements set forth within Division II of this Amendatory Ordinance are prescribed. These specifications contain broad, overall measurements, standards and requirements yet do not purport to set forth such detail as will limit that degree of flexibility necessary to meet exigencies of actual construction.

SECTION S1. GENERAL DESIGN AND CONSTRUCTION SPECIFICATIONS. All new or reconstructed streets, elevated streets, public easements, public ways or parks required by this Amendatory Ordinance, including all levels of East Wacker Drive, East Randolph Street, East South Water Street, East Lake Street, North Stetson Avenue, North Columbus Drive, North Field Boulevard and North Lake Shore Drive, shall be designed in accordance with the "Standard Specifications For Highway Bridges" adopted by the American Association of State Highway Officials, details of said plans shall be approved by the Commissioners of the City of Chicago Departments concerned with the specific work and construction thereof shall be in accordance with the following general specifications:

SECTION S2. SPECIFICATIONS FOR UPPER LEVEL ELEVATED STREETS. The Upper Level elevated street system required in Section 4 of this Amendatory Ordinance shall be constructed as follows:

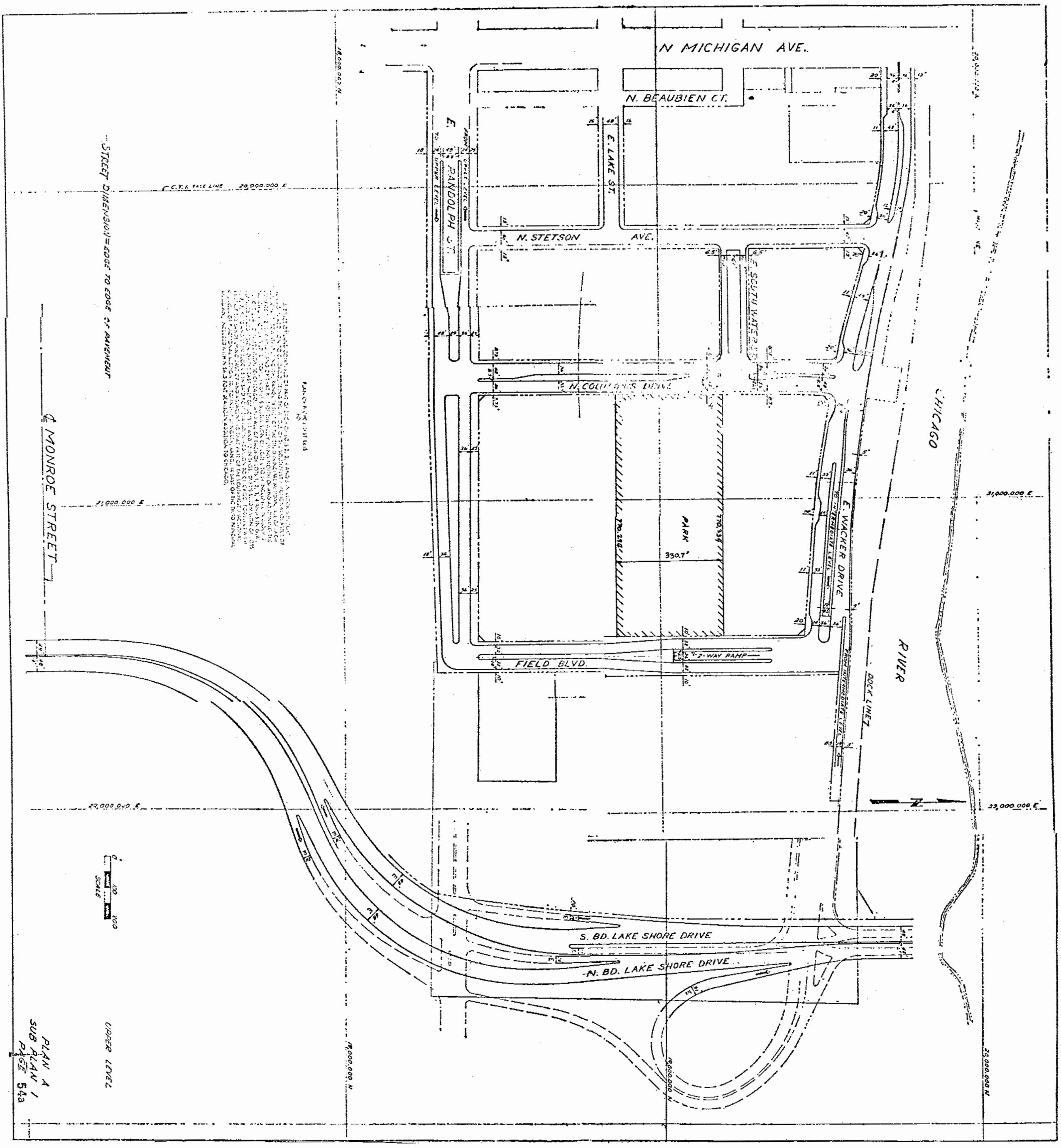
*a. Upper Level East Wacker Drive.*

(1) The elevated street to be known as Upper Level East Wacker Drive over East Wacker Drive shall commence and connect with the east line of North Michigan Avenue at an elevation of approximately 34 feet above Chicago City Datum and extend in an easterly direction on a rising gradient to a nominal elevation of 53 feet above Chicago City Datum, and thence continue in an easterly direction a total distance of approximately 1,825 feet east of the east line of North Michigan Avenue to its intersection and connection with the west line of an elevated street to be known as Upper Level North Field Boulevard, for which specifications are hereinafter provided. Upper Level East Wacker Drive shall consist of eastbound and westbound pavements not less than 24 nor more than 45 feet in width divided by a variable width median strip traffic separator, and shall be constructed with sidewalks, a parapet and metal balustrade mounted thereon as required for safety, with additional lanes to provide for left turns, public way lighting, signing and all miscellaneous and appurtenant items required such as, but not limited to, drainage structures for storm water runoff. The right of way for said Upper Level East Wacker shall be not more than 151 feet nor less than 108 feet in width.

(2) The superstructure for said Upper Level East Wacker Drive shall consist of steel or concrete beams or girders supporting a reinforced concrete deck roadway, median and parapet. The roadway shall be covered by a $1\frac{1}{2}$ inch thick bituminous wearing surface and coal tar interlayer protective coat.

(3) The beams supporting the concrete deck shall be framed into bents spanning the Intermediate Level and Lower Level East Wacker Drive, for which specifications are hereinafter provided. The bents shall consist of a cross girder and columns, with one column located near each right-of-way line and one or more in the median of the intermediate or lower level where required. The columns of the bents shall rest on the tops of reinforced concrete columns projecting a short distance above the finished elevation of said Lower Level East Wacker Drive, or said

(Continued on page 6143)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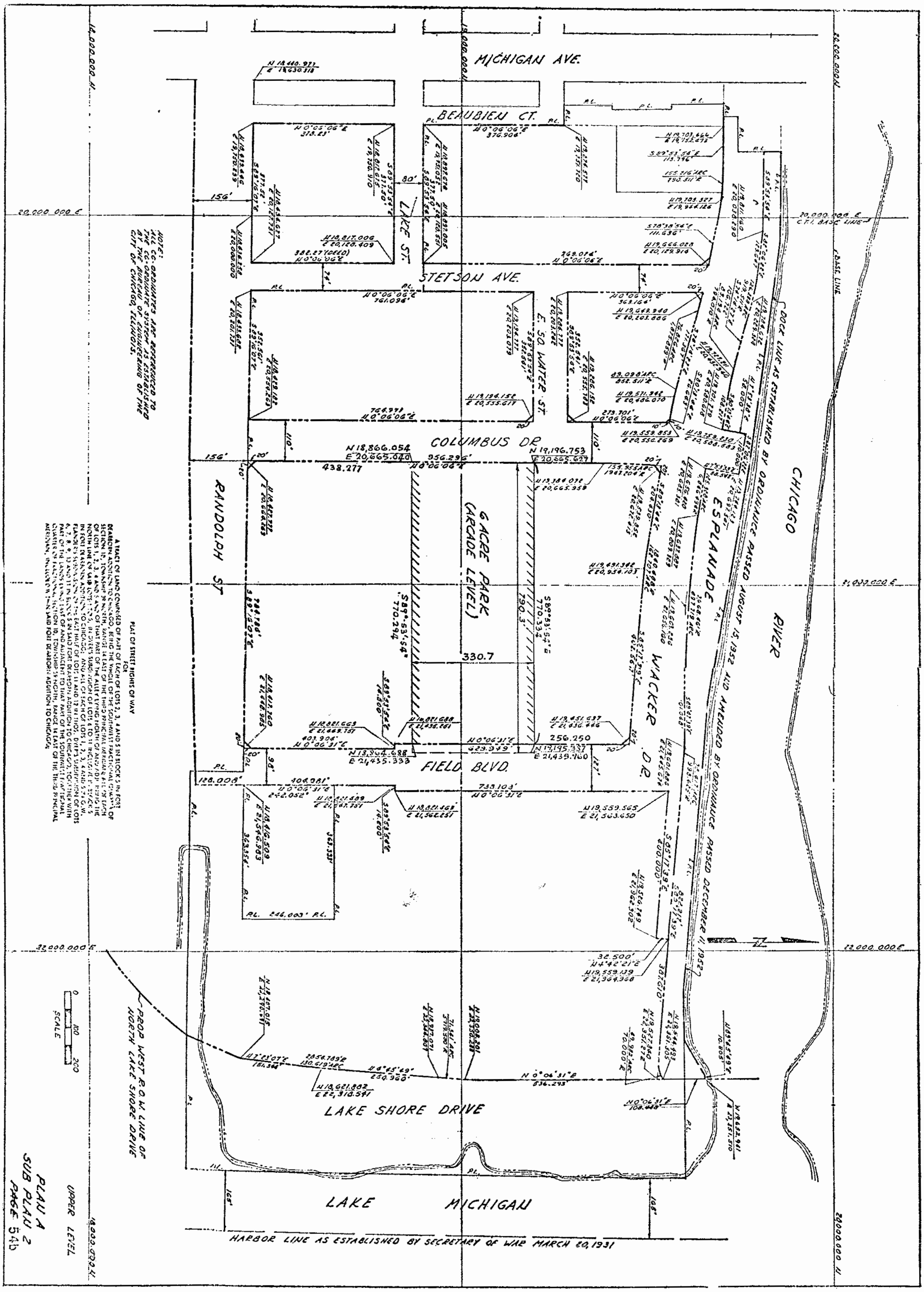
E. LAKE ST.
E. RANDOLPH ST.
N. STETSON AVE.
E. SOUTH WATER ST.
N. COLUMBUS DRIVE
E. WACKER DRIVE
PARK
330.7'
FIELD BLVD.
2-WAY RAMP
CHICAGO RIVER
DOCK LINE
S. BD. LAKE SHORE DRIVE
N. BD. LAKE SHORE DRIVE
℄ MONROE STREET
STREET DIMENSION = EDGE TO EDGE OF PAVEMENT
20,000,000 E
21,000,000 E
22,000,000 E
18,000,000 N
20,000,000 N
SCALE
0
100
200
UPPER LEVEL
PLAN A
SUB PLAN 1
PAGE 54a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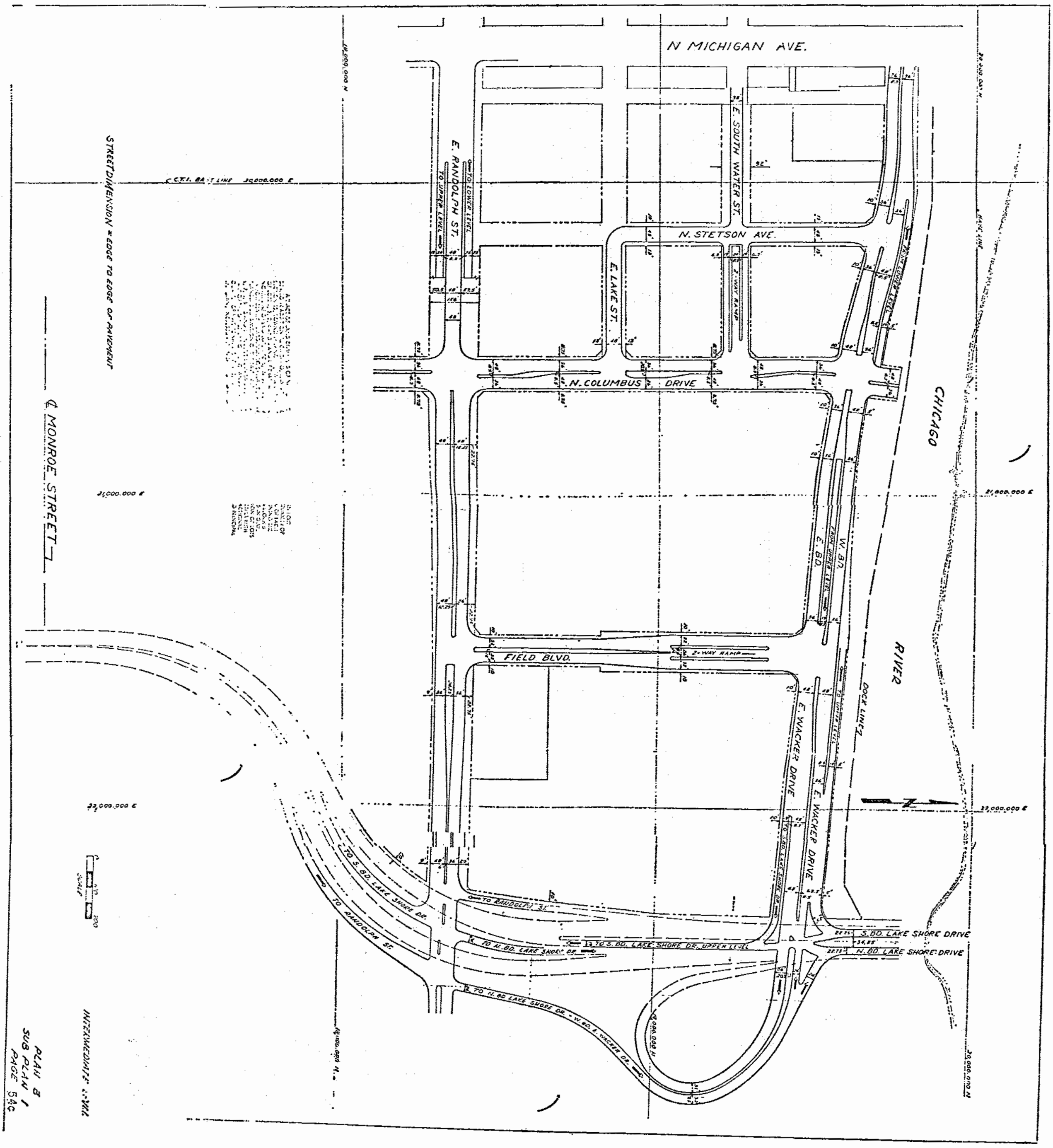
STETSON AVE.
E. SO. WATER ST.
COLUMBUS DR.
6 ACRE PARK (ARCADE LEVEL)
RANDOLPH ST
FIELD BLVD.
WACKER DR.
ESPLANADE
CHICAGO RIVER
DOCK LINE AS ESTABLISHED BY ORDINANCE PASSED AUGUST 15, 1952 AND AMENDED BY ORDINANCE PASSED DECEMBER 11, 1958
LAKE SHORE DRIVE
PROP. WEST R.O.W. LINE OF NORTH LAKE SHORE DRIVE
LAKE MICHIGAN
HARBOR LINE AS ESTABLISHED BY SECRETARY OF WAR MARCH 20, 1931
NOTE: ALL CO-ORDINATES ARE REFERENCED TO THE CO-ORDINATE SYSTEM AS ESTABLISHED BY THE BUREAU OF ENGINEERING OF THE CITY OF CHICAGO, ILLINOIS.
PLAT OF STREET RIGHTS OF WAY
C.T.I. BASE LINE
SCALE
UPPER LEVEL
PLAN A
SUB PLAN 2
PAGE 54b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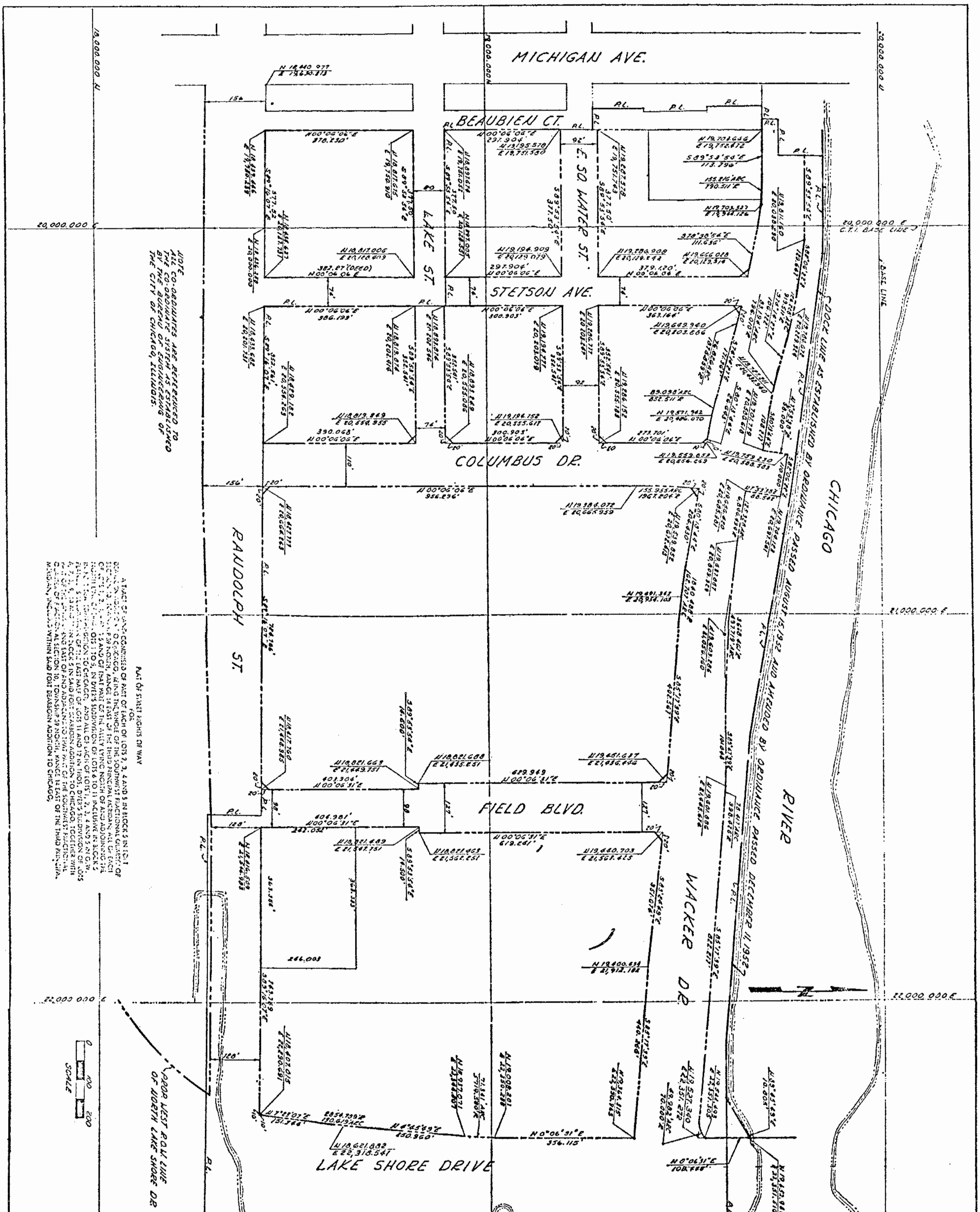
N. STETSON AVE.
E. RANDOLPH ST.
TO LOWER LEVEL
TO UPPER LEVEL
E. LAKE ST.
2-WAY RAMP
N. COLUMBUS DRIVE
W. BD.
E. BD.
FIELD BLVD.
2-WAY RAMP
E. WACKER DRIVE
E. WACKER DRIVE
DOCK LINE
CHICAGO
RIVER
TO RANDOLPH ST.
TO S. BD. LAKE SHORE DR.
TO RANDOLPH ST.
TO N. BD. LAKE SHORE DR.
TO S. BD. LAKE SHORE DR. UPPER LEVEL
TO N. BD. LAKE SHORE DR. - W. BD. E. WACKER DR.
S. BD. LAKE SHORE DRIVE
N. BD. LAKE SHORE DRIVE
N
C.T.I. BASE LINE 30,000.000 E
31,000.000 E
32,000.000 E
STREET DIMENSION = EDGE TO EDGE OF PAVEMENT
℄ MONROE STREET
INTERMEDIATE LEVEL
PLAN B
SUB PLAN 1
PAGE 54C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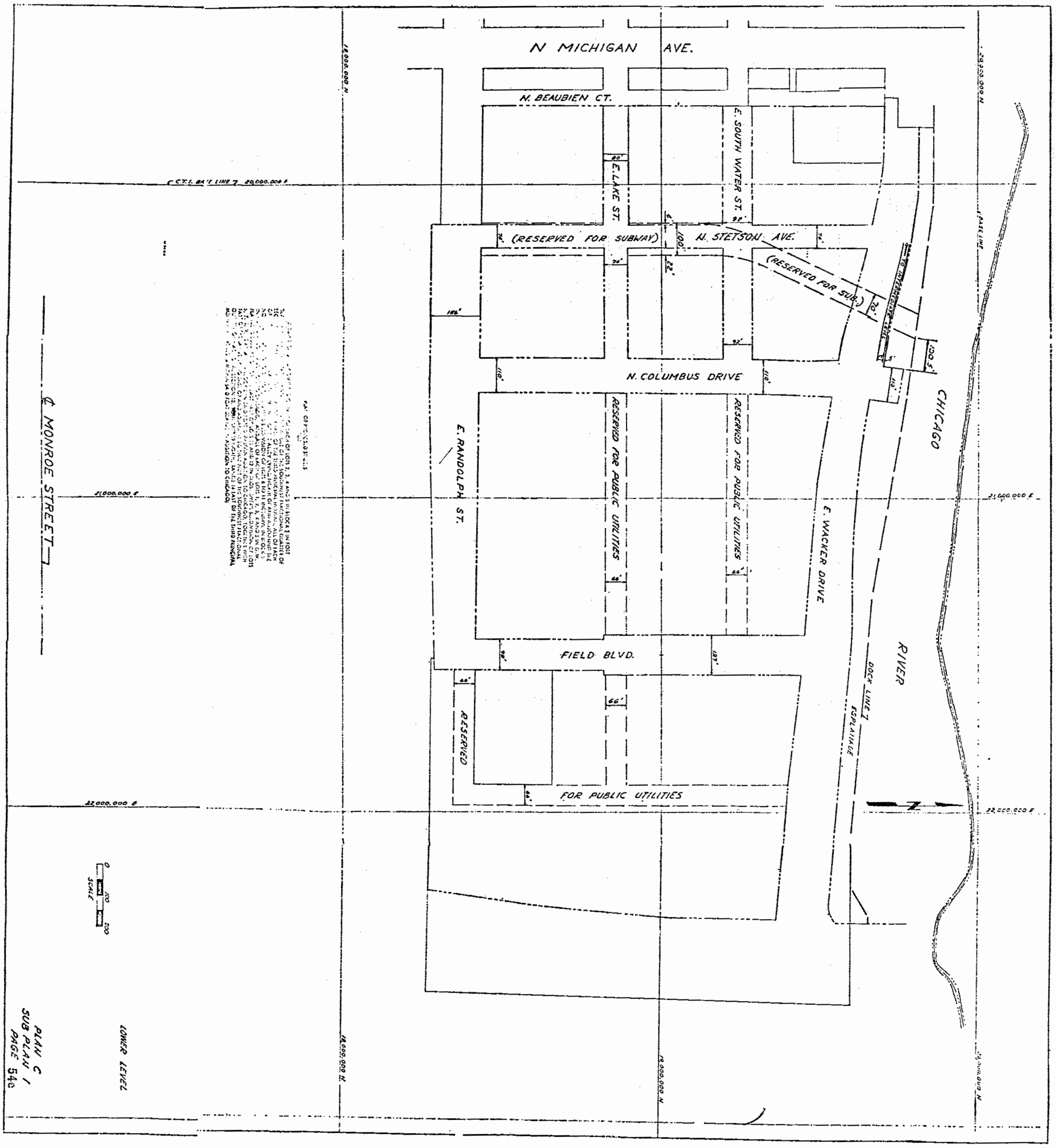
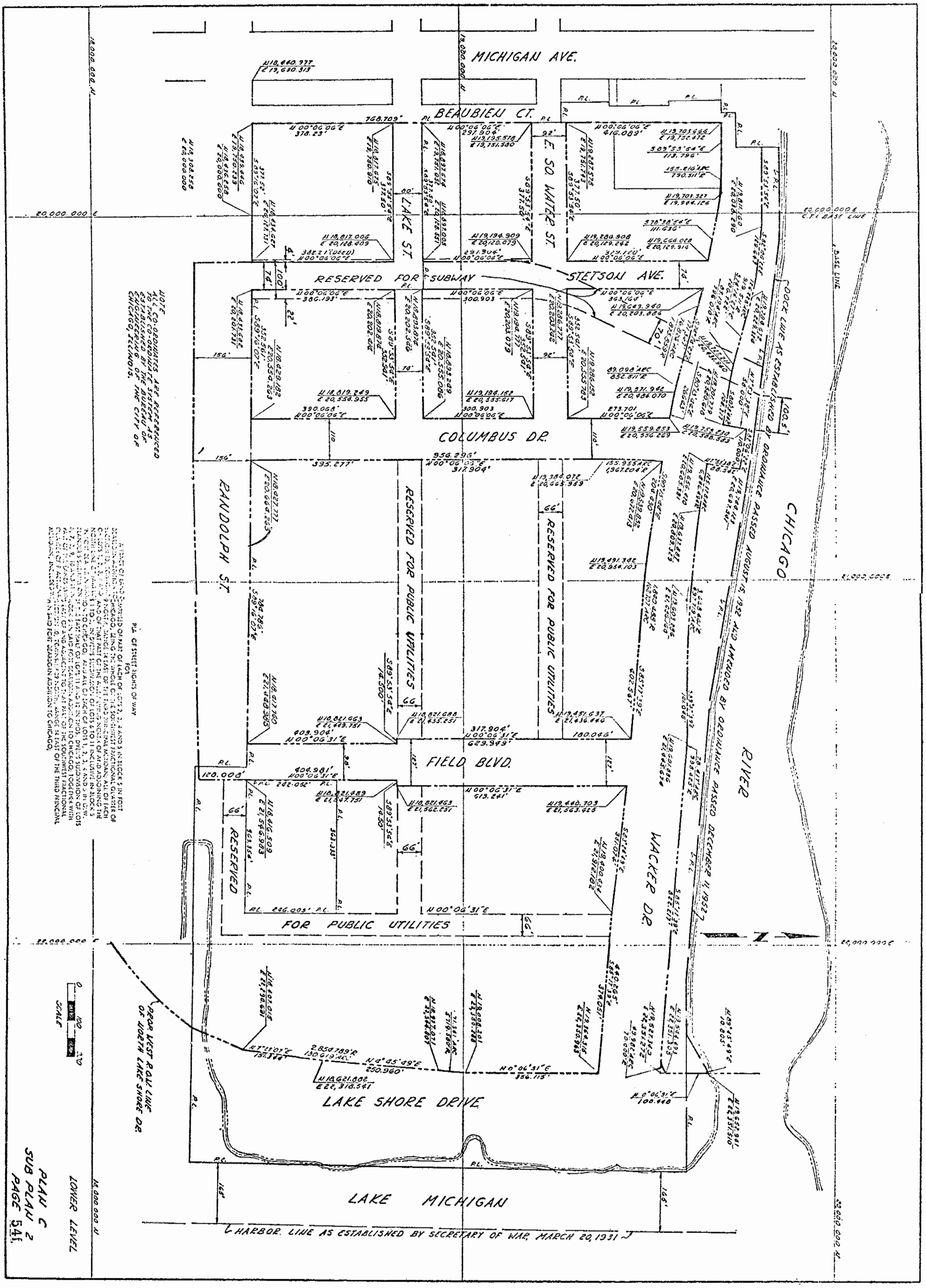
BEAUBIEN CT.
LAKE ST.
E. SO. WATER ST.
STETSON AVE.
COLUMBUS DR.
RANDOLPH ST.
FIELD BLVD.
WACKER DR.
CHICAGO RIVER
LAKE SHORE DRIVE
LAKE MICHIGAN
DOCK LINE AS ESTABLISHED BY ORDINANCE PASSED AUGUST 15, 1932 AND AMENDED BY ORDINANCE PASSED DECEMBER 11, 1936
HARBOR LINE AS ESTABLISHED BY SECRETARY OF WAR, MARCH 20, 1931
PROP. WEST R.O.W. LINE OF NORTH LAKE SHORE DR.
C.T.I. BASE LINE
20,000.000 E
21,000.000 E
22,000.000 E
19,000.000 N
20,000.000 N
NOTE: ALL CO-ORDINATES ARE REFERENCED TO THE CO-ORDINATE SYSTEM AS ESTABLISHED BY THE BUREAU OF ENGINEERING OF THE CITY OF CHICAGO, ILLINOIS.
PLAT OF STREET RIGHTS OF WAY FOR
A TRACT OF LAND COMPRISED OF PART OF EACH OF LOTS 2, 3, 4 AND 5 IN BLOCK 5 IN FORT DEARBORN ADDITION TO CHICAGO, BEING THE WHOLE OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; ALL OF EACH OF LOTS 1, 2, 3 AND 15 AND OF THAT PART OF THE ALLEY LYING NORTH OF AND ADJOINING THE NORTH LINE OF LOTS 1 TO 5, IN DYER'S SUBDIVISION OF LOTS 6 TO 11 INCLUSIVE IN BLOCK 5 IN FORT DEARBORN ADDITION TO CHICAGO; AND ALL OF EACH OF LOTS 1, 2, 3, 4 AND 5 IN [illegible] SUBDIVISION OF THE EAST HALF OF LOTS 11 AND 12 IN [illegible] DYER'S SUBDIVISION OF LOTS 6, 7, 8, 9, 10 AND 11 IN BLOCK 5 IN SAID FORT DEARBORN ADDITION TO CHICAGO, TOGETHER WITH PART OF THE [illegible] LYING EAST OF AND ADJACENT TO THAT PART OF THE SOUTHWEST FRACTIONAL QUARTER OF FRACTIONAL SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, INCLUDED WITHIN SAID FORT DEARBORN ADDITION TO CHICAGO.
SCALE 0 100 200
INTERMEDIATE LEVEL
PLAN B
SUB PLAN 2
PAGE 54d


N MICHIGAN AVE.
N. BEAUBIEN CT.
E. SOUTH WATER ST.
E. LAKE ST.
(RESERVED FOR SUBWAY)
N. STETSON AVE.
(RESERVED FOR SUB.)
N. COLUMBUS DRIVE
E. RANDOLPH ST.
RESERVED FOR PUBLIC UTILITIES
RESERVED FOR PUBLIC UTILITIES
E. WACKER DRIVE
CHICAGO
RIVER
DOCK LINE
ESPLANADE
FIELD BLVD.
RESERVED
FOR PUBLIC UTILITIES
℄ MONROE STREET
C.T.I. BASE LINE 20,000.000 E
21,000.000 E
22,000.000 E
SCALE 0 100 200
LOWER LEVEL
PLAN C
SUB PLAN 1
PAGE 54c


MICHIGAN AVE.
BEAUBIEN CT.
LAKE ST.
E. SO. WATER ST.
RESERVED FOR SUBWAY
STETSON AVE.
COLUMBUS DR.
RANDOLPH ST.
RESERVED FOR PUBLIC UTILITIES
RESERVED FOR PUBLIC UTILITIES
FIELD BLVD.
RESERVED FOR PUBLIC UTILITIES
WACKER DR.
CHICAGO RIVER
DOCK LINE AS ESTABLISHED BY ORDINANCE PASSED AUGUST 15, 1932 AND AMENDED BY ORDINANCE PASSED DECEMBER 11, 1952
LAKE SHORE DRIVE
LAKE MICHIGAN
HARBOR LINE AS ESTABLISHED BY SECRETARY OF WAR MARCH 20, 1931
PROP. WEST R.O.W. LINE OF NORTH LAKE SHORE DR.
NOTE: ALL CO-ORDINATES ARE REFERENCED TO THE CO-ORDINATE SYSTEM AS ESTABLISHED BY THE CITY OF CHICAGO, ILLINOIS.
P.L. OF STREET RIGHTS OF WAY
SCALE
0
100
200
LOWER LEVEL
PLAN C
SUB PLAN 2
PAGE 541

(Continued from page 6136)

Intermediate Level East Wacker Drive where there is no provision for a Lower Level East Wacker Drive.

(4) The foundations supporting the concrete columns shall consist of reinforced concrete beams and caps resting on concrete subpiers extending down into the earth to hardpan or rock, belled at the base if required to support the loads.

*b. Upper Level North Field Boulevard.*

(1) The elevated street to be known as Upper Level North Field Boulevard over existing North Field Boulevard shall commence at a point approximately 50 feet south of the south dock line of the Chicago River (as established by ordinance passed August 15, 1952, and as amended by ordinance passed December 11, 1952), at which point it shall intersect and connect with the elevated street to be known as Upper Level East Wacker Drive, for which specifications are hereinabove set forth, and said Upper Level North Field Boulevard shall extend in a southerly direction for a distance of approximately 1,185 feet, to the point of its intersection and connection with the north line of an elevated street to be known as Upper Level East Randolph Street for which specifications are hereinafter provided. Upper Level North Field Boulevard shall consist of 32 foot wide northbound and southbound pavements divided by a variable width median strip traffic separator not more than 43 feet in width (to provide for slip ramps from Intermediate Level North Field Boulevard) nor less than 14 feet in width and shall be constructed with metal balustrades, as required for safety, sidewalks, public way lighting, signing and all miscellaneous and appurtenant items required such as, but not limited to, drainage structures for storm water runoff. The right of way for said Upper Level North Field Boulevard shall be not more than 127 feet in width nor less than 98 feet in width.

(2) The superstructure for said Upper Level North Field Boulevard shall consist of steel or concrete beams or girders supporting a reinforced concrete deck roadway, median and parapet. The roadway shall be covered by a 1½ inch thick bituminous wearing surface and coal tar interlayer protective coat.

(3) The beams supporting the concrete deck shall be framed into bents spanning the Intermediate Level North Field Boulevard and Lower Level North Field Boulevard, for which specifications are hereinafter provided. The bents shall consist of a cross girder and columns with one column located near each right of way line and one or more columns in the median area where required. The columns of the bents shall rest on the tops of reinforced concrete columns projecting a short distance above the finished elevation of Lower Level North Field Boulevard.

(4) The foundations supporting the concrete columns shall consist of reinforced concrete beams and caps resting on concrete subpiers extending down into the earth to hardpan or rock, belled at the base if required to support the loads.

*c. Upper Level East Randolph Street.*

(1) The elevated street to be known as Upper Level East Randolph Street over existing East Randolph Street shall commence at a point approximately 1,916 feet east of the east line of North Michigan Avenue, at which point it shall be so elevated as to intersect and be connected with the elevated street to be known as Upper Level North Field Boulevard, as hereinabove provided, and extend in a westerly direction to the point of its intersection and connection with the east line of an existing elevated street known as North Stetson Avenue at an elevation of approximately 47 feet above Chicago City Datum; said Upper Level East Randolph Street shall then continue westerly to the point of its intersection and connection with the east line of North Michigan Avenue at an elevation of approximately 19 feet above Chicago City Datum. Upper Level East Randolph Street shall consist of eastbound and westbound pavements no less than 24 feet nor more than 36 feet wide divided by a variable width median strip traffic separator not more than 53 feet nor less than 13 feet in width, sidewalks, a parapet wall, metal balustrades mounted thereon as required for safety, public way lighting, signing, added left turn lanes, and all miscellaneous and appurtenant items required such as, but not limited to, drainage structures for storm water runoff. The right of way for said Upper Level East Randolph Street shall be no more than 156 feet nor less than 128 feet in width.

(2) The superstructure for said Upper Level East Randolph Street shall consist of steel or concrete beams or girders supporting a reinforced concrete deck roadway, median and parapet. The roadway shall be covered by a 1½ inch thick bituminous wearing surface and coal tar interlayer protective coat.

(3) The beams supporting the concrete deck shall be framed into bents spanning the Intermediate Level and Lower Level East Randolph Street. The bents shall consist of a cross girder and columns with one column located near each right of way line and one or more columns in the median area where required. The columns of the bents shall rest on the tops of reinforced concrete columns projecting a short distance above the finished elevation of Lower Level East Randolph Street or, where no such level exists, above said Intermediate Level East Randolph Street.

(4) The foundations supporting the concrete columns shall consist of reinforced concrete beams and caps resting on concrete subpiers extending down into the earth to hardpan or rock, belled at the base if required to support the loads.

*d. Upper Level North Stetson Avenue.*

(1) The elevated street to be known as Upper Level North Stetson Avenue shall commence at the north terminal point of existing North Stetson Avenue at an elevation of approximately 47 feet above Chicago City Datum and, as an extension thereof (said terminal being situated parallel with the north line of existing East Lake Street), shall extend in a northerly direction for a distance of approximately 763 feet to the point of its intersection and connection with the south line of an elevated street to be known as Upper Level East Wacker Drive for which specifications have been hereinabove provided. Upper Level North Stetson Avenue shall consist of a 48 foot wide pavement with 13 foot wide sidewalks on either side, public way lighting, signing and all miscellaneous and appurtenant items required such as, but not limited to, drainage structures for storm water runoff. The right of way for said Upper Level North Stetson Avenue shall be 74 feet in width.

(2) The superstructure for said Upper Level North Stetson Avenue shall consist of steel or concrete beams or girders supporting a reinforced concrete deck roadway. The roadway shall be covered by a 1½ inch thick bituminous wearing surface and coal tar interlayer protective coat.

(3) The beams supporting the concrete deck shall be framed into bents spanning Intermediate Level and Lower Level North Stetson Avenue, for which specifications are hereinafter provided. The bents shall consist of a cross girder and columns with one column located near each right of way line. The columns of the bents shall rest on the tops of reinforced concrete columns projecting a short distance above the finished elevation of Lower Level North Stetson Avenue.

(4) The foundations supporting the concrete columns shall consist of reinforced concrete beams and caps resting on concrete subpiers extending down into the earth to hardpan or rock, belled at the base if required to support the loads.

*e. Upper Level North Columbus Drive.*

(1) The elevated street to be known as Upper Level North Columbus Drive shall commence and connect with an elevated street to be known as Upper Level East Randolph Street for which specifications have been hereinabove provided, and shall extend in a northerly direction for a distance of approximately 1,121 feet to the point of its intersection and connection with the south line of an elevated structure to be known as Upper Level East Wacker Drive, for which specifications have been hereinabove provided. The west line of said Upper Level North Columbus Drive shall be 352 feet east of and parallel with the east line of existing North Stetson Avenue. The right of way for said Upper Level North Columbus Drive shall be approximately 110 feet wide. Upper Level North Columbus Drive shall consist of 36 foot wide northbound and southbound pavements divided by a 20.5 foot wide median traffic separator, with additional lanes to provide for left turns, and shall be provided with sidewalks, public way lighting, signing and all incidental and appurtenant items required such as, but not limited to, drainage structures for storm water runoff.

(2) The superstructure for said Upper Level North Columbus Drive shall consist of steel or concrete beams or girders supporting a reinforced concrete deck roadway, and median. The roadway shall be covered by a 1½ inch thick bituminous wearing surface and coal tar interlayer protective coat.

(3) The beams supporting the concrete deck shall be framed into bents spanning the Intermediate Level and Lower Level North Columbus Drive for which specifications are hereinafter provided. The bents shall consist of a cross girder and columns with one column located near each right of way line and one or more columns in the median area where required. The columns of the bents shall rest on the tops of reinforced concrete columns projecting a short distance above the finished elevation of said Lower Level North Columbus Drive.

(4) The foundations supporting the concrete columns shall consist of reinforced concrete beams and caps resting on concrete subpiers extending down into the earth to hardpan or rock, belled at the base if required to support the loads.

*f. Upper Level East South Water Street.*

(1) The elevated street to be known as Upper Level East South Water Street shall commence and connect with the east line of an elevated street to be known as Upper Level North Stetson Avenue, for which specifications have been hereinabove provided, and shall extend in an easterly direction for a distance of approximately 352 feet to its intersection and connection with the west line of an elevated street to be known as Upper Level North Columbus Drive, for which specifications have been hereinabove provided. The south line of said Upper Level East South Water Street shall be approximately 297 feet north of and parallel to the north line of existing East Lake Street, as if extended. Upper Level East South Water Street shall consist of 19 foot wide eastbound and westbound pavements divided by a 41 foot wide median strip traffic separator (to provide for slip ramps from the Intermediate Level), metal balustrades as required for safety, sidewalks, public way lighting, signing, and all miscellaneous and appurtenant items required such as, but not limited to, drainage structures for storm water runoff. The right of way for said Upper Level East South Water Street shall be approximately 92 feet wide.

(2) The superstructure for said Upper Level East South Water Street shall consist of steel or concrete beams or girders supporting a reinforced concrete deck roadway, and median. The roadway shall be covered by a 1½ inch thick bituminous wearing surface and coal tar interlayer protective coat.

(3) The beams supporting the concrete deck shall be framed into bents spanning the Intermediate Level and Lower Level East South Water Street for which specifications have been hereinafter provided. The bents shall consist of a cross girder and columns with one column located near each right of way line and one or more columns in the median area where required. The columns of the bents shall rest on the tops of reinforced concrete columns projecting a short distance above the finished elevation of said Lower Level East South Water Street.

(4) The foundations supporting the concrete columns shall consist of reinforced concrete beams and caps resting on concrete subpiers extending down into the earth to hardpan or rock, belled at the base if required to support the loads.

SECTION S3. SPECIFICATIONS FOR INTERMEDIATE LEVEL ELEVATED STREETS. The Intermediate Level street system required in Section 5 of this Amendatory Ordinance shall be constructed as follows: Said Intermediate Level street system shall be supported by the same foundations and substructures as support the Upper Level street system for which specifications have been provided in Section S2 of this Amendatory Ordinance, where said Upper Level street exists, and the foundations and substructures shall be so designed as to support both the Upper Level and Intermediate Level superstructures. Where there is no Upper Level elevated street required, the foundations and substructures shall be designed to support the superstructure of the Intermediate Level elevated street only. At certain locations, where no dedicated street at the Upper Level is required hereunder, there may be constructed private streets with the approval of the Commissioner of Public Works first secured. Where such private streets are constructed, the foundations and substructures shall be designed to support both such Upper Level private street and any Intermediate Level public street to be constructed thereunder.

*a. Intermediate Level East Wacker Drive.*

(1) The elevated street to be known as Intermediate Level East Wacker Drive over East Wacker Drive, as if extended easterly, shall commence and connect with the east line of existing Lower Level North Michigan Avenue at an elevation of approximately 15 feet above Chicago City Datum, and extend in an easterly direction on a rising gradient to a nominal elevation of 26 feet above Chicago City Datum, thence to continue in an easterly direction a total distance of approximately 2,743 feet to the point of its intersection and connection with an interchange ramping system located at the west line of the existing North Lake Shore Drive Bridge over the Chicago River, for which specifications have been hereinafter provided. Intermediate Level East Wacker Drive shall consist of 36 foot wide eastbound and westbound pavements divided by a variable width median strip traffic separator, and shall be provided with sidewalks, a parapet and metal balustrades as required for safety, additional lanes to provide for left and right turns, public way lighting, signing and all miscellaneous and appurtenant items required such as, but not limited to, ventilation equipment and drainage structures for storm water runoff. The right-of-way for said Intermediate Level East Wacker Drive shall be not more than 163 feet nor less than 108 feet in width.

(2) Said Intermediate Level East Wacker Drive shall be provided with ramps to provide traffic interchange between said Intermediate Level East Wacker Drive, Upper Level East Wacker Drive and Lower East Wacker Drive. Said ramps shall consist of a 19 foot wide pavement with parapets and metal balustrades, and shall be of a similar type construction as the Intermediate Level East Wacker Drive as specified herein.

(3) The superstructure for said Intermediate Level East Wacker Drive shall consist of steel or concrete beams or girders supporting a reinforced concrete deck roadway, median and parapet. The roadway shall be covered by a 1-½-inch thick bituminous wearing surface and coal tar interlayer protective coat.

(4) The beams supporting the concrete deck shall be framed into bents spanning Lower Level East Wacker Drive, for which specifications are hereinafter provided. The bents shall consist of a cross girder and columns with one column located near each right-of-way line and one or more in the median area where required. The columns of the bents shall rest on the tops of reinforced concrete columns projecting a short distance above the finished elevation of said Lower Level East Wacker Drive. The foundation supporting the concrete columns shall consist of reinforced concrete beams and caps resting on concrete subpiers extending down into the earth to hardpan or rock, belled at the base if required to support the loads. Where no Lower Level East Wacker Drive is required to be built under the terms of this Amendatory Ordinance, said Intermediate Level East Wacker Drive may consist of concrete pavement, with concrete curb and gutter adjacent to the outside edge of the pavement, and a concrete median strip traffic separator; all constructed on earth fill.

*b. Intermediate Level North Field Boulevard.*

(1) The elevated street to be known as Intermediate Level North Field Boulevard over existing North Field Boulevard shall commence and connect with the south line of an elevated street to be known as Intermediate Level East Wacker Drive, for which specifications have hereinabove been provided, and shall extend in a southerly direction for a distance of approximately 1,029 feet, to the point of its intersection and connection with the north line of an elevated street to be known as Intermediate Level East Randolph Street, for which specifications have been hereinafter provided. Intermediate Level North Field Boulevard shall consist of 32 foot wide northbound and southbound pavements divided by a median strip traffic separator not more than 43 feet nor less than 14 feet in width, sidewalks, public way lighting, signing and all miscellaneous and appurtenant items required such as, but not limited to, ventilation equipment and drainage structures for storm water runoff. The right of way for said Intermediate Level North Field Boulevard shall be not more than 127 feet nor less than 98 feet in width.

(2) Said Intermediate Level North Field Boulevard shall be provided with slip ramps in the 43 foot wide median to provide interchange between said Intermediate Level and Upper Level North Field Boulevard and Lower Level North Field Boulevard. Said ramps shall consist of a 26 foot wide pavement with a 2 foot wide mountable median strip traffic separator in the middle as indicated on Plan B, attached hereto and made a part hereof. The ramp structures shall be of similar construction as Intermediate Level North Field Boulevard specified herein.

(3) The superstructure for said Intermediate Level North Field Boulevard shall consist of steel or concrete beams or girders supporting a reinforced concrete deck roadway, median and parapet. The roadway shall be covered by a 1-½ inch thick bituminous wearing surface and coal tar interlayer protective coat.

(4) The beams supporting the concrete deck shall be framed into bents spanning Lower Level North Field Boulevard, for which specifications have been hereinafter provided. The bents shall consist of a cross girder and columns with one column located near each right-of-way line and one or more columns in the median area where required. The columns of the bents shall rest on the tops of reinforced concrete columns projecting a short distance above the finished elevation of said Lower Level North Field Boulevard.

(5) The foundations supporting the concrete columns shall consist of reinforced concrete beams and caps resting on concrete subpiers extending down into the earth to hardpan or rock, belled at the base if required to support the loads.

*c. Intermediate Level East Randolph Street.*

(1) The elevated street to be known as Intermediate Level East Randolph Street under existing East Randolph Street shall commence and connect with the Intermediate Level North Lake Shore Drive Interchange, which is a point approximately 2660 feet east of the east line of North Michigan Avenue and extended in a westerly direction to its connection with existing East Randolph Street at a point approximately 250 feet east of east line of North Michigan Avenue. Intermediate Level East Randolph Street shall consist of eastbound and westbound pavements not less than 24 feet nor more than 48 feet wide divided by variable width median strip traffic separator not more than 25 feet

nor less than 13 feet in width, sidewalks on either side, a parapet, and metal balustrades as required for safety, pavement and sidewalks, public way lighting, signing, with additional lanes to provide left turns, and all miscellaneous and appurtenant items required such as, but not limited to, ventilation equipment and drainage structures for storm water runoff. The right of way for said Intermediate Level East Randolph Street shall be not more than 156 feet nor less than 128 feet in width.

(2) The superstructure for said Intermediate Level East Randolph Street shall consist of steel or concrete beams or girders supporting a reinforced concrete deck roadway, median and parapet. The roadway shall be covered by a 1-½ inch thick bituminous wearing surface and coal tar interlayer protective coat.

(3) The beams supporting the concrete deck shall be framed into bents spanning Lower Level East Randolph Street for which specifications have been hereinafter provided. The bents shall consist of cross girders and columns with one column located near each right-of-way line and one in the median area of the Lower Level where required. The columns of the bents shall rest on the tops of reinforced concrete columns projecting a short distance above the finished elevation of said Lower Level East Randolph Street.

(4) The foundations supporting the concrete columns shall consist of reinforced concrete beams and caps resting on concrete subpiers extending down into the earth to hardpan or rock, belled at the base if required to support the loads.

*d. Intermediate Level North Stetson Avenue.*

(1) The elevated street to be known as Intermediate Level North Stetson Avenue shall commence and connect with the north line or an elevated street to be known as Intermediate Level East Lake Street, for which specifications are hereinafter provided, and extend in a northerly direction for a distance of 763 feet to the point of its intersection and connection with the south line of an elevated street to be known as Upper Level East Wacker Drive, for which specifications have been hereinabove provided. Intermediate Level North Stetson Avenue shall consist of a 48 foot wide pavement with sidewalks, public way lighting, signing and all miscellaneous and appurtenant items required such as, but not limited to, ventilation equipment and drainage structures for storm water runoff. The right of way for said Intermediate Level North Stetson Avenue shall be 74 feet in width.

(2) The superstructure for said Intermediate Level North Stetson Avenue shall consist of steel or concrete beams or girders supporting a reinforced concrete deck roadway. The roadway shall be covered by a 1-½ inch thick bituminous wearing surface and coal tar interlayer protective coat.

(3) The beams supporting the concrete deck shall be framed into bents spanning the Lower Level North Stetson Avenue, for which specifications are hereinafter provided. The bents shall consist of a cross girder and columns, with one column located near each right-of-way line. The columns of the bents shall rest on the tops of reinforced concrete columns projecting a short distance above the finished elevation of said Lower Level North Stetson Avenue.

(4) The foundations supporting the concrete columns shall consist of reinforced concrete beams and caps resting on concrete subpiers extending down into the earth to hardpan or rock, belled at the base if required to support the loads.

*e. Intermediate Level East Lake Street.*

(1) The elevated street to be known as Intermediate Level East Lake Street shall commence and connect with the west line of an elevated street to be known as Intermediate Level North Columbus Drive, for which specifications are hereinafter provided, and shall extend in a westerly direction for a distance of approximately 426 feet to the point of its intersection and connection with the west line of an elevated street to be known as Intermediate Level North Stetson Avenue, for which specifications have been hereinabove provided. Intermediate Level East Lake Street shall consist of a 48 foot wide pavement with sidewalks, public way lighting, signing and all miscellaneous and appurtenant items required such as, but not limited to, ventilation equipment and drainage structures for storm water runoff. The right of way for said Intermediate Level East Lake Street shall be 74 feet in width.

(2) The superstructure for said Intermediate Level East Lake Street shall consist of steel or concrete beams or girders supporting a reinforced concrete deck roadway. The roadway shall be covered by a 1-½ inch thick bituminous wearing surface and coal tar interlayer protective coat.

(3) The beams supporting the concrete deck shall be framed into bents spanning Lower Level East Lake Street, for which specifications are hereinafter provided. The bents shall consist of a cross girder and columns, with one column located near each right-of-way line. The columns of the bents shall rest on the tops of reinforced concrete columns projecting a short distance above the finished elevation of said Lower Level East Lake Street.

(4) The foundations supporting the concrete columns shall consist of reinforced concrete beams and caps resting on concrete subpiers extending down into the earth to hardpan or rock, belled at the base if required to support the loads.

*f. Intermediate Level East South Water Street.*

(1) The elevated street to be known as Intermediate Level East South Water Street shall commence and connect with the east line of North Michigan Avenue and extend in an easterly direction a distance of approximately 924 feet to a point of its intersection and connection with the west line of an elevated street to be known as Intermediate Level North Columbus Drive, for which specifications have been hereinafter provided. The south line of said Intermediate Level East South Water Street shall be approximately 297 feet north of and parallel to the north line of existing East Lake Street as if extended. Intermediate Level East South Water Street shall consist of 19 foot wide westbound and eastbound pavements divided by a 41 foot wide median strip traffic separator, metal balustrades as required for safety, sidewalks, public way lighting, signing and all miscellaneous and appurtenant items required such as, but not limited to, ventilation equipment and drainage structures for storm water runoff. Intermediate Level East South Water Street shall have a 92 foot wide right of way.

(2) Said Intermediate Level East South Water Street shall be provided with slip ramps in the above-described 41 foot wide median, to provide interchange between said Intermediate Level East South Water Street and Upper Level East South Water Street not to exceed a gradi-

ent of 8 percent, which shall be covered or heated, and Lower Level East South Water Street. Said ramps shall consist of 24 foot wide pavements, and the ramp structure shall be of a similar type construction as the Intermediate Level North Field Boulevard as hereinabove specified.

(3) The superstructure for said Intermediate Level East South Water Street shall consist of steel or concrete beams or girders supporting a reinforced concrete deck roadway, and median strip. The roadway shall be covered by a 1-½ inch thick bituminous wearing surface and coal tar interlayer protective coat.

(4) The beams supporting the concrete deck shall be framed into bents spanning the Lower Level East South Water Street, for which specifications have been hereinafter provided. The bents shall consist of a cross girder and columns, with one column located near each right-of-way line and one or more columns in the median area adjacent to the slip ramps. The columns of the bents shall rest on the tops of reinforced concrete columns projecting a short distance above the finished elevation of said Lower Level East South Water Street.

(5) The foundations supporting the concrete columns shall consist of reinforced concrete beams and caps resting on concrete subpiers extending down into the earth to hardpan or rock, belled at the base if required to support the loads.

*g. Intermediate Level North Columbus Drive.*

(1) The elevated street to be known as Intermediate Level North Columbus Drive shall commence and connect with an elevated street to be known as Intermediate Level East Randolph Street, for which specifications have been hereinbefore provided, and shall extend in a northerly direction for a distance of approximately 1,121 feet to the point of its intersection and connection with the south line of an elevated structure to be known as Intermediate Level East Wacker Drive, for which specifications have been hereinabove provided. The west line of said Upper Level North Columbus Drive shall be approximately 352 feet east of and parallel with the east line of existing North Stetson Avenue. Intermediate Level North Columbus Drive shall consist of 36 foot wide northbound and southbound pavements, divided by a 20.5 foot wide median traffic separator, with additional lanes to provide for left turns, and shall be provided with sidewalks, public way lighting, signing and all miscellaneous and appurtenant items required such as, but not limited to, ventilation equipment and drainage structures for storm water runoff. The right-of-way for said upper Level North Columbus Drive shall be approximately 110 feet wide.

(2) The superstructure for said Intermediate Level North Columbus Drive shall consist of steel or concrete beams or girders supporting a reinforced concrete deck roadway and median. The roadway shall be covered by a 1-½ inch thick bituminous wearing surface and coal tar interlayer protective coat.

(3) The beams supporting the concrete deck shall be framed into bents spanning Lower Level North Columbus Drive, for which specifications are hereinafter provided. The bents shall consist of a cross girder and columns with one column located near each right-of-way line and one in the median area of the Lower Level North Columbus Drive where required. The columns of the bents shall rest on the tops of reinforced concrete columns projecting a short distance above the finished elevation of said Lower Level North Columbus Drive.

(4) The foundations supporting the concrete columns shall consist of reinforced concrete beams and caps resting on concrete subpiers extending down into the earth to hardpan or rock, belled at the base if required to support the loads.

SECTION S4. SPECIFICATIONS FOR LOWER LEVEL STREETS. The Lower Level Street System required in Section 6 of this Amendatory Ordinance shall be constructed as follows:

*a. Lower Level East Wacker Drive.* The street to be known as Lower Level East Wacker Drive as an extension of existing East Wacker Drive shall commence and connect with the west line of a street to be known as Lower Level North Stetson Avenue for which specifications are hereinafter provided, and shall extend in an easterly direction for a distance of approximately 2,243 feet to its terminal point at, but not connected to, the west line of existing North Lake Shore Drive. Said Lower Level East Wacker Drive shall consist of a bituminous concrete surface course on a concrete base with concrete curb and gutter adjacent to the outside edge of pavement, public way lighting, signing, and all miscellaneous and appurtenant items required, such as, but not limited to, ventilation equipment and drainage structures for storm water runoff. The right of way of Lower Level East Wacker Drive shall commence at the east line of existing North Michigan Avenue and shall be not more than 163 feet nor less than 108 feet in width.

*b. Lower Level North Field Boulevard.* The street to be known as Lower Level North Field Boulevard shall commence and connect with the south line of a street to be known as Lower Level East Wacker Drive, for which specifications have been hereinabove provided, and shall extend in a southerly direction for approximately 1,029 feet, to the point of its intersection and connection with the north line of a street to be known as Lower Level East Randolph Street, for which specifications are hereinafter provided. Said Lower Level North Field Boulevard shall consist of a bituminous concrete surface course on a concrete base, with concrete curb and gutter adjacent to the outside edge of pavement, public way lighting, signing, and all miscellaneous and appurtment items required, such as, but not limited to, ventilation equipment and drainage structures for storm water runoff. The right of way of Lower Level North Field Boulevard shall be no more than 127 feet nor less than 98 feet in width.

*c. Lower Level East Randolph Street.* The street to be known as Lower Level East Randolph Street under existing East Randolph Street, shall commence at a point approximately 1,917 feet east of the east line of North Michigan Avenue, whereat it shall connect with a street to be known as Lower Level North Field Boulevard, for which specifications have been hereinafter provided, and shall extend in a westerly direction for a distance of approximately 1,419, feet where it shall terminate in cul-de-sac form. Said Lower Level East Randolph Street shall consist of a bituminous concrete surface course on a concrete base, with curb and gutter adjacent to the outside edge of pavement, lighting, signing, and miscellaneous and appurtenant items required such as, but not limited to, ventilation equipment and drainage structures for storm water runoff. The right of way of said

Lower Level East Randolph Street shall be not more than 156 feet nor less than 128 feet in width.

*d. Lower Level North Stetson Avenue.* The street to be known as Lower Level North Stetson Avenue, aligned with existing North Stetson Avenue, shall commence in cul-de-sac form at the north line of a street to be known as Lower Level East South Water Street, for which specifications have been hereinabove provided, and shall extend in a northerly direction for approximately 380 feet to the point of its intersection and connection with the south line of a street to be known as Lower Level East Wacker Drive, for which specifications have been hereinabove provided. Said Lower Level North Stetson Avenue shall consist of a bituminous concrete surface course on a concrete base, with concrete curb and gutter adjacent to the outside edge of pavement, public way lighting, signing, and all miscellaneous and appurtenant items such as, but not limited to, ventilation equipment and drainage structures for storm water runoff. The right of way of Lower Level North Stetson Avenue shall be 74 feet in width.

*e. Lower Level East South Water Street.* The street to be known as Lower Level East South Water Street shall commence and connect with the terminal point of existing Lower Level East South Water Street and as an extension thereof (said terminal being situated at the east line of existing North Beaubien Court), and shall extend in an easterly direction therefrom for a distance of aproximately 804 feet to the point of its intersection and connection with the west line of a street to be known as Lower Level North Columbus Drive, for which specifications have been hereinafter provided. Said Lower Level East South Water Street shall consist of a bituminous concrete surface course on a concrete curb and gutter adjacent to the outside edge of pavement, public way lighting, signing, and all miscellaneous and appurtenant items required, such as, but not limited to, ventilation equipment and drainage structures for storm water runoff. The right of way of Lower Level East South Water Street shall be 92 feet in width.

*f. Lower Level East Lake Street.* The street to be known as Lower Level East Lake Street under existing East Lake Street shall commence in cul-de-sac form at the east line of existing North Stetson Avenue, as if extended, and shall extend easterly for a distance of approximately 353 feet to its intersection and connection with the west line of a street to be known as Lower Level North Columbus Drive, for which specifications are hereinafter provided. Said Lower Level East Lake Street shall consist of a bituminous concrete surface course on a concrete base, with curb and gutter adjacent to the outside edge of pavement, public way lighting, signing, and all miscellaneous and appurtenant items such as, but not limited to, ventilation equipment and drainage structures for storm water runoff. The right of way of Lower Level East Lake Street shall be not more than 80 feet nor less than 74 feet in width.

*g. Lower Level North Columbus Drive.* The street to be known as Lower Level North Columbus Drive shall commence and connect with the south line of a street to be known as Lower Level East Wacker Drive, for which specifications have been hereinabove provided, and shall extend southerly for a distance of approximately 1,121 feet to the point of its intersection and connection with the north line of a street to be known as Lower Level East Randolph Street, for which specifications have been hereinabove provided. The west line of said Lower Level North Columbus Drive shall be located approximately 352 feet east of and parallel to the east line of existing North Stetson Avenue. Said Lower Level North Columbus Drive shall consist of a bituminous concrete surface course on a concrete base, with concrete curb and gutter adjacent to the outside edge of pavement, public way lighting, signing, and all miscellaneous and appurtenant items required, such as, but not limited to, ventilation equipment and drainage structures for storm water runoff. The right of way of Lower Level North Columbus Drive shall be approximately 110 feet in width.

SECTION S5. SPECIFICATIONS FOR NORTH LAKE SHORE DRIVE.

(1) The street to be known as North Lake Shore Drive hereunder shall commence at the south abutment of an existing bascule bridge carrying existing North Lake Shore Drive over the Chicago River, at which point it shall be at an elevation of approximately 47 feet above Chicago City Datum, and shall extend in a southerly direction to a point where it will pass over a street to be known as Intermediate Level East Randolph Street, for which specifications have been hereinabove provided, thence continuing in a southwesterly direction to its intersection and connection with the existing intersection of Field Boulevard and Monroe Street. Said construction shall include and become part of major traffic interchange ramps connecting said North Lake Shore Drive to an elevated street to be known as Intermediate Level East Wacker Drive, for which specifications have been hereinabove provided, and shall connect said North Lake Shore Drive to Intermediate Level East Randolph Street. North Lake Shore Drive hereunder shall consist of an elevated street with 48 foot wide northbound and southbound traffic lanes divided by a variable width median traffic separator, and shall be provided with shoulders, parapets and metal balustrades mounted thereon along the outside and median edge where required, public way lighting, signing and all miscellaneous and appurtenant items, such as, but not limited to, drainage structures for storm water runoff. The right of way for said North Lake Shore Drive shall be not more than 700 feet nor less than 135 feet in width.

(2) The superstructure for said North Lake Shore Drive shall consist of steel or concrete beams or girders supporting a reinforced concrete deck roadway and parapets. The roadway shall be covered by a 1-½ inch thick bituminous wearing surface and coal tar interlayer protective coat.

(3) The beams supporting the concrete deck shall be supported by bents. The bents shall consist of cross girders or beams and columns, resting on foundations.

(4) The foundations shall consist of reinforced concrete beams and caps resting on concrete subpiers, extending down into the earth to hardpan or rock, belled at the base if required to support the loads.

SECTION S6. SPECIFICATIONS FOR PLATFORM FOR ARCADE LEVEL PARK.

(1) The Upper Level platform for a public park, for which provision is hereinabove made,

shall be bounded as follows: the south line thereof shall be a line 30 feet south of and parallel to the north line of existing East Lake Street, as if extended easterly; the north line thereof shall be a line parallel with the north line of existing East Lake Street, as if extended, and 330.7 feet northerly thereof; and shall extend from the east line of Upper Level North Columbus Drive easterly to the west line of Upper Level North Field Boulevard, a distance of approximately 770 feet, the platform comprising an area of approximately six acres.

(2) The structure for the park shall be designed to support a superimposed load of four feet of earth in addition to live loads required by the Chicago Building Code. The deck supporting the park shall be a reinforced concrete slab supported by reinforced concrete beams and columns designed and constructed in accordance with the applicable provisions of the Chicago Building Code and the Building Code Requirements for Reinforced Concrete of the American Concrete Institute. The structure shall be supported on reinforced concrete subpiers extending down into the earth to hardpan or rock, belled at the base if required to support the loads.

SECTION S7. SPECIFICATIONS FOR LOWER LEVEL ESPLANADE PARK AND DOCKWALL.

(1) The public area to be known as the Lower Level Esplanade Park shall be situated with the north line thereof adjacent to the south dock line of the Chicago River (as established by Ordinance passed on August 15, 1952, as amended by Ordinance passed on December 11, 1952), the south line thereof coincident with the north line of an elevated street to be known as Intermediate Level East Wacker Drive, for which specifications have been hereinabove provided, the east line of which shall be adjacent to existing North Lake Shore Drive, and the west line of which shall be adjacent to existing North Michigan Avenue.

(2) Said Lower Level Esplanade Park area shall be entirely unobstructed and all structures now located thereon shall be removed.

(3) There shall be constructed a new dockwall to replace the existing dockwall along the south dock line of the Chicago River (as established by Ordinance passed August 15, 1952, as amended by Ordinance passed December 11, 1952). Where the existing dockwall is in serviceable condition, as determined by the Commissioner of Public Works of the City of Chicago, it shall remain in place.

(4) The dockwall shall consist of structural steel sheet piling driven to an adequate penetration below the bottom of the channel in accordance with appropriate engineering standards, anchored at the top by battered structural steel piles and capped with reinforced concrete. Mooring posts shall be provided as required by the Department of Public Works of the City of Chicago. The dockwall shall be designed to resist earth and water pressures, and the forces exerted on the mooring posts. The design and construction of the dockwall shall be in accordance with the applicable requirements of the Chicago Building Code, the Building Code Requirements for Reinforced Concrete of the American Concrete Institute and the Specifications for the Design, Fabrication and Erection of Structural Steel for Buildings of the American Institute of Steel Construction.

SECTION S8. SPECIFICATIONS FOR INTERMEDIATE LEVEL NORTH COLUMBUS DRIVE BRIDGE.

(1) The intermediate level bridge to be known as Intermediate Level North Columbus Drive Bridge shall span the Chicago River, commencing at and connecting with an intermediate level street to be known as Intermediate Level East Wacker Drive, for which specifications have been hereinabove provided, at an elevation of approximately 26 feet above Chicago City Datum, and extending in a northerly direction as an extension of Intermediate Level North Columbus Drive, for which specifications have been hereinabove provided, for a distance of approximately 370 feet to the northerly terminus at or near the north dock line of the Chicago River.

(2) Intermediate Level North Columbus Drive Bridge across the Chicago River shall consist of a 110 foot wide bridge deck having 36 foot wide southbound and northbound traffic lanes divided by a 20.5 foot wide median strip traffic separator, and shall be provided with additional lanes in the median area to provide for left turns, sidewalks, metal handrails, lighting, signing and miscellaneous and appurtenant items such as, but not limited to, drainage structures for storm water runoff.

(3) Said Intermediate Level North Columbus Drive Bridge shall be constructed with a structural steel superstructure and deck, reinforced concrete substructure, trunnion pits, control houses, machinery and electrical equipment for operation of machinery, a navigation lighting system and all miscellaneous and appurtenant items as required for the complete construction of the bridge. The bridge shall be designed in accordance with the "Standard Specifications of Highway Bridges" adopted by the American Association of State Highway Officials and the City of Chicago specifications applicable to this work.

(4) A minimum vertical clearance of 21 feet shall be provided from the low steel to normal water elevation of the Chicago River (plus or minus zero feet, Chicago City Datum).

SECTION S9. SPECIFICATIONS FOR INTERMEDIATE LEVEL NORTH LAKE SHORE DRIVE BRIDGE DECK.

(1) The intermediate level bridge deck to be known as Intermediate Level North Lake Shore Drive over the Chicago River shall be constructed on the existing double leaf bascule bridge presently carrying North Lake Shore Drive over the Chicago River, which bascule bridge has been designed and constructed to support the deck of said Intermediate Level North Lake Shore Drive.

(2) The bridge deck shall consist of 22.75 foot wide southbound and northbound traffic lanes separated by a 34.25 foot wide median traffic separator, a pedestrian safety walk and metal balustrades on each side of the structure, public way lighting and all miscellaneous and appurtenant items as required for the complete construction of the bridge.

(3) The bridge deck shall be designed in accordance with the "Standard Specifications of Highway Bridges" adopted by the American Association of State Highway Officials and the City of Chicago specifications applicable to this work.

SECTION S10. TRAFFIC SIGNALS, POLICE TELEGRAPH AND FIRE ALARM BOXES. Traffic signals, police telegraph and fire alarm boxes shall be provided for such streets and at such locations on public ways as may be deemed necessary by the Commissioner of Streets and Sanitation and shall be the obligation to install at the sole cost and expense of such party as has the obligation to construct the street on which they are to be established as provided under Division IV of this Amendatory Ordinance.

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At this point in the proceedings the Mayor relinquished the Chair to Alderman Metcalfe, President Pro Tem.

Alderman Metcalfe in the Chair.

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### Municipal Retailer's Occupation Tax Increased to 1% Rate of Taxation.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on September 5, 1969, page 6014, recommending that the City Council pass a proposed ordinance transmitted with the committee's report [Proposed ordinance printed in Committee Pamphlet No. 17].

Alderman Keane moved to concur in the committee's recommendation and pass said proposed ordinance. The motion prevailed and said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Sperling—44.

*Nays*—Alderman Staszcuk—1.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Chapter 132 of the Municipal Code of Chicago is amended in Section 132-1 by striking the words "three-fourths of" from the first sentence of said Section 132-1 so that said section will read in its amended form as follows:

"132-1. A tax is imposed upon all persons engaged in the business of selling tangible personal property at retail in the City of Chicago, pursuant to the Municipal Retailers' Occupation Tax Act, at the rate of one per cent of the gross receipts from such sales made in the course of such business. However, such tax is not imposed upon the privilege of engaging in any business which under the Constitution of the United States may not be made the subject of taxation by or under authority of the State."

SECTION 2. This ordinance shall be published within ten (10) days of its enactment as provided in Section 1-2-4 of the Illinois Municipal Code as amended by the 76th General Assembly and shall be effective on and after the first day of October, 1969.

SECTION 3. The City Clerk is authorized and directed to transmit to the State Department of Revenue a certified copy of this ordinance not later than five days after its effective date.

### Municipal Service Occupation Tax Increased to 1% Rate of Taxation.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on September 5, 1969, page 6014, recommending that the City Council pass a proposed ordinance transmitted with the committee's report [Proposed ordinance printed in Committee Pamphlet No. 17].

Alderman Keane moved to concur in the committee's recommendation and pass said proposed ordinance. The motion prevailed and said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Sperling—44.

*Nays*—Alderman Staszcuk—1.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Chapter 132 of the Municipal Code of Chicago is amended in Section 132-43 by striking the words "three-fourths of" from the first sentence of said Section 132-43 so that said section will read in its amended form as follows:

"132-43. A tax is hereby imposed upon all persons engaged in the city of Chicago in the business of making sales of service at the rate of one per cent of the cost price of all tangible personal property transferred by said servicemen either in the form of tangible personal property or in the form of real estate as an incident to a sale of service. However, such tax is not imposed upon the privilege of engaging in any business which under the Constitution of the United States may not be made the subject of taxation by or under the authority of the State."

SECTION 2. This ordinance shall be published within ten (10) days of its enactment as provided in Section 1-2-4 of the Illinois Municipal Code as amended by the 76th General Assembly and shall be effective on and after the first day of October, 1969.

SECTION 3. The City Clerk is authorized and directed to transmit to the State Department of Revenue a certified copy of this ordinance not later than five days after its effective date.

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### Execution of Lease Agreement with Illinois Men's and Boy's Apparel Club, Inc. for Space at Navy Pier Authorized.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on September 5, 1969, page 6014, recommending that the City Council pass a proposed ordinance transmitted with the committee's report [Proposed ordinance printed in Committee Pamphlet No. 17].

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Fifielski, Kerwin, O'Rourke, Sperling—43.

*Nays*—None.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Port Director and the City Comptroller, subject to approval as to form and legality of the Corporation Counsel are authorized to execute in behalf of the City of Chicago an agreement with Illinois Men's and Boy's Apparel Club, Inc., 36 S. State Street, Chicago, Illinois 60603, said agreement to be in the following form:

This Agreement made this 7th day of May, A.D. 1969, between the City of Chicago, a municipal corporation of the State of Illinois, hereinafter called "Landlord" and Illinois Men's and Boy's Apparel Club, Inc., 36 South State Street, Chicago, Illinois 60603, a corporation organized and existing by virtue of the laws of the State of Illinois, hereinafter called "Tenant".

WITNESSETH:

That Landlord, for and in consideration of the terms and conditions, both general and special, hereinafter contained and made on the part of Tenant, does hereby grant to Tenant for use only by Tenant, the privileges hereinafter described on premises at Navy Pier, Foot of Grand Avenue, Chicago, Illinois 60611, hereinafter called "Pier", a plat of said Pier being attached hereto.

This Agreement shall consist of three parts:

Part I — General Conditions

Part II — Special Conditions
numbered 1 to 5

Part III — Exhibits and Attachments
lettered A

All constituting the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences, shall be implied or impressed upon such agreement that are not set forth herein at length.

[Part I—General Conditions attached to this ordinance is common to "Part I—General Conditions" printed on pages 5491-5494 of the Journal of Proceedings of May 14, 1969]

PART II — SPECIAL CONDITIONS

1. *Premises*

Landlord leases to Tenant the following areas of Navy Pier, Chicago, Illinois 60611, and areas known as "lean-to-areas" that may be available for storage purposes (without additional cost) that are immediately adjacent and adjoining the leased area, all as appears on the attached Exhibit:

45,000 sq. ft. North Hall
None sq ft. South Hall
None sq. ft. West Hall
45,000 sq. ft. Total Gross

2. *Purpose*

Tenant shall use the demised premises for the purpose of: Staging Trade Show Featuring Men's and Boys' Clothing and for no other purpose whatsoever.

3. *Term*

The term of this Agreement shall begin on the 11th day of April, 1970, at 12:01 A.M. and shall terminate on the 17th day of April, 1970, at 12:00 midnight.

4. *Rental*

Tenant shall pay Landlord as rent for the demised premises at the rate of .10¢ per square foot for the entire period of occupancy the total sum of Forty-five Hundred and No/100 Dollars ($4500.00) payable as follows:

A. $1,000.00 upon the execution of this Agreement by Tenant, and

B. The balance on or before the 30th day prior to the first day of the term hereof.

said rental payments to be made by certified check at the office of the Port Director, Navy Pier, Chicago, Illinois 60611.

5. *Operations*

A. Tenant shall deposit with the Director on or before the 30th day prior to the first day of the term hereof a certified check in the sum of $1500.00 as a deposit on account of utilities and services furnished by Landlord and to be paid by Tenant.

B. No alcoholic beverages of any kind shall be sold, given away or used in the demised premises.

C. Unless consent in writing from the Director is first received, Tenant shall not operate or put up any engine, motor or machinery on the demised premises or use oils, burning fluids, camphene, kerosene, naptha or gasolene for either mechanical or other purposes, or any other agent other than electricity for illuminating the demised premises.

D. No portion of the sidewalks, entries, passageways, vestibules, halls or stairways, or access to public utilities of said building shall be obstructed by Tenant or used for any other purpose other than for ingress and egress from the demised premises. The doors, skylights, stairways or openings that reflect or admit light into any place in the building, including hallways, corridors and passageways, radiators and house lighting appurtenances shall not be covered or obstructed by Tenant. The water closets or other water apparatus shall not be used for any purpose other than that for which they are constructed and no sweepings, rubbish, rags, papers or other substances shall be thrown therein. Tenant will permit no chair or movable seat to be or remain in the passageways and will keep said passageways clear at all times.

E. If said premises or any portion of said building thereof including any and all utilities shall be damaged by the act, default or negligence of the Tenant, or of Tenant's agents, employees, patrons, guests, or any person admitted to said premises by Tenant, Tenant shall pay to Landlord upon demand such sum as shall be necessary to restore said premises to their present condition. Tenant hereby assumes full responsibility for the acts and conduct of all persons admitted to said premises of any portion of said building by the consent of the Tenant or by or with the consent of any person acting for or in behalf of said Tenant, and said Tenant agrees to have on hand at all times, at its own expense, such security force as is deemed necessary by the Director to maintain order and to protect persons and property.

F. It shall be the sole responsibility and authority of the Fire Commissioner of the City of Chicago in determining the total number of persons to be admitted at any and all times to Navy Pier, or any part or section thereof, and his decision, or that of his authorized representative shall be final.

G. Landlord shall have the exclusive right to collect and have custody of articles left in the building by persons attending any performance, exhibition or entertainment given or held in the demised premises, and Tenant, or any persons in Tenant's employ, shall not collect nor interfere with the collection or custody of such articles.

H. Landlord reserves the right to eject any objectionable person or persons from said building, and upon the exercise of this right by the Director, his representatives, agents or policemen, and Tenant hereby waives any right and all claims for damages against the City of Chicago and its employees and agents.

I. Designated staff members of the City of Chicago may enter the building and all of the demised premises at any time and on any occasion.

J. Tenant shall not transmit a description of any portion of its operation by means of radio broadcasting or television without first having received written permission from the Director.

K. Landlord reserves the exclusive right to enter into contracts with concessionaires for the operation of any and all concessions in or about the building known as Navy Pier, and further reserves the right to place and locate these concessionaires wherever Landlord deems necessary, be they in the premises herein demised or elsewhere in and about the said building. Tenant is expressly forbidden from entering into its own concession agreements for any product or service, and herewith agrees that it shall make available to the Landlord's concessionaires whatever space is deemed necessary by the Director for purposes of ingress, egress and servicing said concessions.

L. No performance, exhibition or entertainment shall be given or held on the demised premises which shall be objected to by Landlord.

M. Tenant shall provide at its own expense all porters and matrons for toilet areas to keep same in an exceptionally clean and sanitary condition and shall also provide at its own expense all ticket sellers, ticket takers, ushers, crowd directors and any security service required on the direction of the Director.

N. Any and all matters not herein expressly provided for shall be at the discretion of the Director.

In Witness Whereof, the parties hereto have caused this instrument to be signed in triplicate under their respective seals on the day and year first above written.

[Signature forms and Exhibit omitted]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

## Execution of Lease Agreement with Chrysler Corp. for Commission on Human Relations Authorized.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on September 5, 1969, page 6014, recommending that the City Council pass a proposed ordinance transmitted with the committee's report [Proposed ordinance printed in Committee Pamphlet No. 17].

**On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:**

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Fifielski, Kerwin, O'Rourke, Sperling—43.

*Nays*—None.

**The following is said ordinance as passed:**

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from Chrysler Realty Corporation for approximately 5,525 square feet of office space on the third floor of the building located at No. 640 N. LaSalle Street, said lease to be in the following form and in lieu of lease authorized by the City Council on July 15, 1969, Council Journal Pages 5825, 5828, 5829 and 5830.

[Lease attached to this ordinance printed on page 6153 of this Council Journal]

Rider "A"

A. Lessee shall pay base rent for said premises during the continuance of this lease at the rate of Two Thousand Four Hundred Thirty-three and 37/100 Dollars ($2,433.37) per month payable in advance on the first day of each calendar month by the office of the City Comptroller.

B. In addition to the Base Rent, Tenant shall pay Landlord additional rent, as hereinafter described, for each calendar year following the Base Year (1970), as hereinafter referred to as Comparison Year. The additional rent to be paid by Tenant under the provisions of this paragraph for each Comparison Year shall equal the percentage which constitutes the ratio which the net rental area of the premises bears to the total net rentable area of the building (excluding the net rental area of the automobile dealership occupying the basement and a portion of the first floor of the Building) of the amount by which the sum of (i) the property taxes levied against the Building and the land on which it is located for the Comparison Year and (ii) the direct operating expenses for the Building for such Comparison Year exceeds the sum of the property taxes and the direct operating expenses for the Base Year.

C. The term "property taxes" shall mean all taxes and assessments special or otherwise, levied upon or with respect to the Building and the land on which it is located, including any personal property taxes imposed upon the fixtures, machinery, equipment, apparatus, systems and appurtenances

(Continued on page 6154)

**This Agreement,** Made this ........ day of ........ A. D. 1969, between Chrysler Realty Corporation ........ as Lessor and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

**Witnesseth:** That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: Approximately 5,526 square feet of office space on the third floor of the building located at 640 N. LaSalle Street, to be occupied by the Department of Human Relations.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of September A. D. 1969 or date of occupation, and ending on the 31st day of August A. D. 1974 or five years after the date of occupancy, whichever is later. Lessee has the right to terminate this lease to terminate upon ninety days' prior written notice after August 31, 1970, or one year after the date of occupancy, whichever is later. ~~and the right to renew this lease for a further period of ........ on the same terms and rental, by giving to the Lessor ........ in either case ........ days' written notice of its election so to do.~~

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at Arthur Rubloff and Co., 69 W. Washington Street 60602 or at such other place as the Lessor from time to time in writing may appoint.

SEE RIDER "A"

~~Lessee shall pay rent for said premises during the continuance of this lease at the rate of ........ ($........) Dollars per month, payable in advance on the first day of each calendar month by the office of the City Comptroller.~~ Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessor's own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. ~~If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.~~

SEE RIDER "B" and "C"

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

**In Witness Whereof,** this lease is signed by or on behalf of the parties hereto the day and year first above written.

[Signature forms omitted]

(Continued from page 6152)

in, upon or used in connection with the Building for the operation thereof.

The portion of such property taxes allocated by Landlord to the automobile dealership occupying the basement and a portion of the first floor of the Building shall be excluded from the definition "property taxes".

Property taxes for the Base Year shall be computed for this purpose by multiplying the general rates for taxes payable in the year of execution of the Lease by the assessed value for the first year in which the land and the completed Building have been assessed for general property taxes. Taxes for subsequent Comparison Years shall be deemed to be the taxes payable in the respective calendar year even though the levy or assessment thereof may be for a different year.

D. Direct operating costs shall include, but shall not be limited to, taxes (other than property taxes), heat, janitor service, elevator service, water, labor, contracted labor, licenses, permit and inspection fees, insurance, materials, service charges and all other direct costs of operating and maintaining the Building (excepting the portion of such costs allocated by Landlord to the automobile dealership occupying the basement and a portion of the first floor of the Building). 30.1% approximately of property taxes and operating cost shall be attributable to the automobile dealership.

All expenditures scheduled less often than annually shall be prorated over the period to which such expenditures are applicable. In the event, because of a major capital improvement or by the use of automation, the operating expenses in any year after the base year are reduced, then the operating costs for the Base Year shall be reduced for the purpose of determining escalation rent as though such improvement or automation had been in effect during the Base Year.

E. "Calendar year" as used in this paragraph 3 shall mean January 1 through December 31, inclusive.

F. Statements of Tenant's pro rata share of increased property taxes and direct operating expenses to be paid by Tenant as additional rent for any Comparison Year shall be rendered by Landlord to Tenant as soon as reasonably feasible following such Comparison Year and such additional rent shall be paid by Tenant to Landlord on the first day for the payment of Base Rent under this lease following the rendering of such statement. If the final lease year is less than twelve months, the additional rent shall be prorated. Landlord agrees to keep books and records reflecting direct operating expenses of the Building in accordance with generally accepted accounting principles.

Tenant shall have the reasonable right to inspect such books during business hours for the purpose of verifying the information in any such statement of additional rent.

G. Total monthly rent to be paid by the tenant under the terms of this Rider "A" shall in no case exceed the following:

Two Thousand Four Hundred Eighty-two and 00/100 Dollars ($2,482.00) per month during the second year of the lease term.

Two Thousand Five Hundred Thirty and 86/100 Dollars ($2,530.86) per month during the third year of the lease term.

Two Thousand Five Hundred Seventy-nine and 39/100 Dollars ($2,579.39) per month during the fourth year of the lease term.

Two Thousand Six Hundred Twenty-eight and 02/100 Dollars ($2,628.02) per month during the fifth year of the lease term.

H. MORTGAGE BY LANDLORD. This lease is subject and subordinate to all mortgages which may now or hereafter affect the real property of which the demised premises forms a part, and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative and no further instrument of subordination shall be required by any mortgagee. Tenant hereby constitutes and appoints Landlord the Tenant's attorney-in-fact to execute any such certificate or certificates for and on behalf of Tenant.

[Rider "B" attached to this ordinance printed on page 6155 of this Council Journal]

Rider "C"

SERVICE. The Landlord shall provide the following services to Tenant:

a. Janitor Service and customary cleaning in and about the Premises, Saturdays, Sundays and holidays excepted.

b. Heat daily from 9 a.m. to 6 p.m. (Saturdays to 1 p.m.) Sundays and holidays excepted, whenever heat shall be required for the comfortable occupancy of the premises.

c. Water from City mains for drinking, lavatory and toilet purposes as customary for office use, drawn through fixtures installed by the Landlord.

d. Operatorless Elevator Service in common with other Tenants at all times.

e. Tenant shall pay direct to Commonwealth Edison Company the cost of all electrical consumption in the demised premises. The expense of metering such electrical consumption shall be borne by the Tenant.

f. Window Washing of all windows in the Premises, both inside and out, weather permitting at least once each month.

g. Air Conditioning as hereafter described in paragraph 19.

h. Washing of interior walls after the expiration of two and one-half (2½) years of the Lease provided the Lease term is at least five (5) years and repainting of interior walls in the Building standard colors selected by Tenant after the expiration of five (5) years provided the Lease term is at least six (6) years.

The Landlord does not warrant that any of the services above mentioned will be free from interruptions caused by repairs, renewals, improvements, alterations, strikes, lockouts, accidents, inability of the Landlord to obtain fuel or supplies, or any other cause or causes beyond the reasonable control of the Landlord. Any such interruption of service shall never be deemed an eviction or disturbance of the Tenant's use and possession of the Premises or any part thereof, or render the Landlord liable to the Tenant for damages, or relieve the Tenant from performance of the Tenant's obligations under this lease, provided, however, that Landlord will at all times use reasonable efforts promptly to remedy any situation which might interrupt such services.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

## RIDER "B"

### CONSTRUCTION:

Landlord is constructing at the location first above described, a first class, modern, air conditioned office building with refinements of design and quality of construction and improvements in accordance with these requirements.

From time to time at the request of Tenant, Landlord will advise Tenant of the progress in the construction of the Building and Landlord's estimate of the time when the Premises will be substantially completed and reasonably ready for occupancy by Tenant.

Tenant will submit to Landlord on or before the date set forth in the Schedule, detailed architectural drawings and specifications setting forth the work and improvements required to be done for the Premises by the Landlord and Landlord shall supply and install the following specified items at Landlord's expense:

A. Seven (7) lineal feet of standard building partitions for each 100 square feet of rental area.

B. One (1) Building standard interior door with frame and hardware for each 700 square feet of rental area.

C. One (1) Building standard entrance door with hardware for each suite.

D. Acoustical ceiling throughout the demised Premises.

E. Recessed fluorescent light fixtures standard of the Building (including initial tube installation only), in quantities necessary to give an average of 50 foot candles.

F. One (1) Building standard wall type duplex electric outlet for each 150 square feet of rental area.

G. One (1) surface mounted duplex floor type electric outlet for each 20' x 20' bay (not including public areas).

H. One (1) Building standard wall switch for each 400 square feet of rental area.

I. One (1) Building standard wall type telephone outlet for each 150 square feet of rental area.

J. One (1) surface Building standard telephone outlet for each 20' x 20' bay (not including public areas).

K. Painting of the demised Premises throughout in Building standard colors selected by the Tenant.

L. Grade C asphalt tile floor covering in building standard colors throughout the demised Premises. Building standard resilient base throughout the demised Premises.

M. Building standard traverse drapes at exterior windows.

N. Heating and cooling equipment and duct work sufficient to heat and air condition the Building for normal office tenancy. If the Tenant has any special or unusual air conditioning or ventilating requirements, Tenant shall pay the extra cost of such special or unusual installation required therefor.

In the event Tenant fails to deliver its plans within the time required above or in the event that Tenant modifies or changes its plans thereafter then it shall be presumed that delivery of the demised Premises was delayed by the amount of time equivalent to such delay in delivery of plans or by the amount of time required to make revised plans, correct work and otherwise make the changes required by Tenant and in this event Tenant shall pay to Landlord all its costs for such changes and a sum equal to the base annual rent for the period of such delay.

All the above items furnished by Landlord will be in accordance with the Standards set by Landlord for the Building. Any installations required by Tenant in excess or in variance from the above requirements, or not Standard of the Building, shall be made by Landlord, but all costs for such excesses of variations shall be reimbursed to Landlord. Costs as used herein shall include all bona fide charges to Landlord either from a general contractor or from suppliers, materialmen, laborers or other contractors for material, labor, contractor's charges and other out-of-pocket costs plus ten per cent (10%) for overhead, plus an additional ten per cent (10%) of the aggregate for profit, other expenses and contingencies. Landlord may submit statements not more often than monthly for such excess costs. At or about the time Tenant moves into the premises Landlord may submit an estimated bill accompanied by the architect's or contractor's certificate that this is their best estimate of the complete cost for all work done for Tenant which bill will be paid by Tenant within ten (10) days thereafter. Upon the final bill being presented the difference, if any, shall be adjusted in cash. Tenant shall have a right to examine or audit Landlord's books or records, at Tenant's expense, to verify any statement rendered to it hereunder.

The term of this Lease and the rental called for herein shall not commence until the Premises are substantially completed and reasonably ready for occupancy by Tenant, including all the work to be done by Landlord for Tenant, but excluding any incompleted work Tenant does for itself, and Landlord has given Tenant at least thirty (30) days prior notice specifying the day on which possession of the demised Premises may be taken by Tenant. Payment of rent shall commence on the date designated in the aforementioned notice or when Tenant takes possession, whichever is first, but the term of this Lease shall commence on the first day of the month following the date when such rent shall commence. If the Building is not completed by ....November 1, 1969.........., either party may cancel this Lease by written notice to the other party.

CHRYSLER REALTY CORPORATION

by ..............................................................................................

Tenant:

by ..............................................................................................

## Execution of Lease Agreement with Chrysler Realty Corp. for Model Cities Program Authorized.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on September 5, 1969, page 6015, recommending that the City Council pass a proposed ordinance transmitted with the committee's report [Proposed ordinance printed in Committee Pamphlet No. 17].

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Fifielski, Kerwin, O'Rourke, Sperling—43.

*Nays*—None.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from Chrysler Realty Corporation, for approximately 10,667 square feet of office space on the third floor of the building located at No. 640 N. LaSalle Street, said lease to be in the following form and in lieu of lease authorized by the City Council on July 15, 1969, Council Journal Pages 5829, 5831, 5832, 5833 and 5834.

[Lease attached to this ordinance printed on page 6157 of this Council Journal]

Rider "A"

A. Lessee shall pay base rent for said premises during the continuance of this lease at the rate of Four Thousand Six Hundred Ninety-seven and 21/100 Dollars ($4,697.21) per month payable in advance on the first day of each calendar month by the office of the City Comptroller.

B. In addition to the Base Rent, Tenant shall pay Landlord additional rent, as hereinafter described, for each calendar year following the Base Year (1970), hereinafter referred to as Comparison Year. The additional rent to be paid by Tenant under the provisions of this paragraph for each Comparison Year shall equal the percentage which constitutes the ratio which the net rental area of the premises bears to the total net rentable area of the building (excluding the net rental area of the automobile dealership occupying the basement and a portion of the first floor of the building), of the amount by which the sum of (i) the property taxes levied against the Building and the land on which it is located for the Comparison Year and (ii) the direct operating expenses for the Building for such Comparison Year exceeds the sum of the property taxes and the direct operating expenses for the Base Year.

C. The term "property taxes" shall mean all taxes and assessments special or otherwise, levied upon or with respect to the Building and the land on which it is located, including any personal property taxes imposed upon the fixtures, machinery, equipment, apparatus, systems and appurtenances in, upon or used in connection with the Building for the operation thereof. The portion of such property taxes allocated by Landlord to the automobile dealership occupying the basement and a portion of the first floor of the Building shall be excluded from the definition "property taxes". Property taxes for the Base Year shall be computed for this purpose by multiplying the general property rates for taxes payable in the year of execution of the Lease by the assessed value for the first year in which the land and the completed Building have been assessed for general property taxes. Taxes for subsequent Comparison Years shall be deemed to be the taxes payable in the respective calendar year even though the levy or assessment thereof may be for a different year.

D. Direct operating costs shall include, but shall not be limited to taxes (other than property taxes), heat, janitor service, elevator service, water, labor, contracted labor, licenses, permit and inspection fees, insurance, materials, service charges and all other direct costs of operating and maintaining the Building (excepting the portion of such costs allocated by Landlord to the automobile dealership occupying the basement and a portion of the first floor of the Building). 30.1% approximately of property taxes and operating cost shall be attributed to the automobile dealership.

All expenditures schedules less often than annually shall be prorated over the period to which such expenditures are applicable. In the event, because of a major capital improvement or by the use of automation, the operating expense in any year after the base year are reduced, then the operating costs for the Base Year shall be reduced for the purpose of determining escalation rent as though such improvement or automation had been in effect during the Base Year.

E. "Calendar Year" as used in this paragraph shall mean January 1st through December 31st, inclusive.

F. Statements of Tenant's prorata share of increased property taxes and direct operating expenses to be paid by Tenant as additional rent for any Comparison Year shall be rendered by Landlord to Tenant as soon as reasonably feasible following such Comparison Year and such additional rent shall be paid by Tenant to Landlord on the first day for the payment of Base Rent under this lease following the rendering of such statement. If the final lease year is less than twelve months, the additional rent shall be prorated. Landlord agrees to keep books and records reflecting direct operating expenses of the Building in accordance with generally accepted accounting principles.

Tenant shall have the reasonable right to inspect such books during business hours for the purpose of verifying the information in any such statement of additional rent.

G. Total monthly rent to be paid by the tenant under the terms of this Rider "A" shall in no case exceed the following:

Four Thousand Seven Hundred Ninety-one and 07/100 Dollars ($4,791.07) per month during the second year of the lease term.

Four Thousand Eight Hundred Eighty-five and 39/100 Dollars ($4,885.39) per month during the third year of the lease term.

Four Thousand Nine Hundred Seventy-nine and 08/100 Dollars ($4,979.08) per month during the fourth year of the lease term.

(Continued on page 6158)

**This Agreement,** Made this ................ day of ................

A. D. 1969, between Chrysler Realty Corporation ................

................, as Lessor and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit:

Approximately 10,667 square feet of office space on the third floor of the building located at 640 N. LaSalle Street, for use by Model Cities Program.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of August A. D. 1969/or actual date of occupancy and ending on the 31st day of July A. D. 1974 / or five years after date of occupancy, whichever is later. Lessee has the right to terminate this lease upon Ninety days' prior written notice after July 1, 1970 or one year after the actual date of occupancy, whichever is later. ~~and the right to renew this lease for a further term of [illegible] on the same terms and rental by giving to the Lessor [illegible] days' written notice of its election so to do.~~

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at Arthur Rubloff and Company, 69 W. Washington St. 60602 or at such other place as the Lessor from time to time in writing may appoint.

SEE RIDER "A"

~~Lessee shall pay rent for said premises during the continuance of this lease at the rate of [illegible] ($[illegible]) Dollars per month payable in advance on the first day of each calendar month by the office of the City Comptroller.~~ Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessor's own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. ~~[illegible] to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.~~

SEE RIDER "B" and RIDER "C"

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written.

[Signature forms omitted]

(Continued from page 6156)

Five Thousand Seventy-two and 95/100 Dollars ($5,072.95) per month during the fifth year of the lease term.

H. MORTGAGE BY LANDLORD. This lease is subject and subordinate to all mortgages which may now or hereafter affect the real property of which the demised premises forms a part, and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative and no further instruments of subordination shall be required by any mortgagee. Tenant hereby constitutes and appoints Landlord the Tenant's attorney-in-fact to execute any such certificate or certificates for and on behalf of Tenant.

[Rider "B" attached to this ordinance printed on page 6159 of this Council Journal]

Rider "C"

SERVICE. The Landlord shall provide the following services to Tenant:

a. Janitor Service and customary cleaning in and about the Premises, Saturdays, Sundays and holidays excepted.

b. Heat daily from 9 a.m. to 6 p.m. (Saturdays to 1 p.m.) Sundays and holidays excepted, whenever heat shall be required for the comfortable occupancy of the premises.

c. Water from City mains for drinking, lavatory and toilet purposes as customary for office use, drawn through fixtures installed by the Landlord.

d. Operatorless Elevator Service in common with other Tenants at all times.

e. Tenant shall pay direct to Commonwealth Edison Company the cost of all electrical consumption in the demised premises. The expense of metering such electrical consumption shall be borne by the tenant.

f. Window Washing of all windows in the Premises, both inside and out, weather permitting at least once each month.

g. Air Conditioning as hereafter described in paragraph 19.

h. Washing of interior walls after the expiration of two and one-half (2½) years of the Lease provided the Lease term is at least five (5) years and repainting of interior walls in the Building standard colors selected by Tenant after the expiration of five (5) years provided the Lease term is at least six (6) years.

The Landlord does not warrant that any of the services above mentioned will be free from interruptions caused by repairs, renewals, improvements, alterations, strikes, lock-outs, accidents, inability of the Landlord to obtain fuel or supplies, or any other cause or causes beyond the reasonable control of the Landlord. Any such interruption of service shall never be deemed an eviction or disturbance of the Tenant's use and possession of the Premises or any part thereof, or render the Landlord liable to the Tenant for damages, or relieve the Tenant from performance of the Tenant's obligations under this lease, provided, however, that Landlord will at all times use reasonable efforts promptly to remedy any situation which might interrupt such services.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

## Execution of Lease Agreement with Chrysler Realty Corp. for Department of Human Resources Authorized.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on September 5, 1969, page 6015, recommending that the City Council pass a proposed ordinance transmitted with the committee's report [Proposed ordinance printed in Committee Pamphlet No. 17].

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Fifielski, Kerwin, O'Rourke, Sperling—43.

*Nays*—None.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from Chrysler Realty Corporation, for approximately 22,942 square feet of office space on the third floor of the building located at No. 640 N. LaSalle Street, said lease to be in the following form and in lieu of lease authorized by the City Council on July 15, 1969, Council Journal Pages 5834, 5836, 5837 and 5838.

[Lease attached to this ordinance printed on page 6160 of this Council Journal]

Rider "A"

A. Lessee shall pay base rent for said premises during the continuance of this lease at the rate of Ten Thousand One Hundred Ten and 83/100 Dollars ($10,110.83) per month payable in advance on the first day of each calendar month by the office of the City Comptroller.

B. In addition to the Base Rent, Tenant shall pay Landlord additional rent, as hereinafter described, for each calendar year following the Base Year (1970), as hereinafter referred to as Comparison Year. The additional rent to be paid by Tenant under the provisions of this paragraph for each Comparison Year shall equal the percentage which constitutes the ratio which the net rental area of the premises bears to the total net rentable area of the building (excluding the net rental area of the automobile dealership occupying the basement and a portion of the first floor of the Building) of the amount by which the sum of (i) the property taxes levied against the Building and the land on which it is located for the Comparison Year and (ii) the direct operating expenses for the Building for such Comparison Year exceeds the sum of the property taxes and the direct operating expenses for the Base Year.

C. The term "property taxes" shall mean all taxes and assessments special or otherwise, levied upon or with respect to the Building and the land on which it is located, including any personal prop-

(Continued on Page 6161)

## RIDER "B"

**CONSTRUCTION:**

Landlord is constructing at the location first above described, a first class, modern, air conditioned office building with refinements of design and quality of construction and improvements in accordance with these requirements.

From time to time at the request of Tenant, Landlord will advise Tenant of the progress in the construction of the Building and Landlord's estimate of the time when the Premises will be substantially completed and reasonably ready for occupancy by Tenant.

Tenant will submit to Landlord on or before the date set forth in the Schedule, detailed architectural drawings and specifications setting forth the work and improvements required to be done for the Premises by the Landlord and Landlord shall supply and install the following specified items at Landlord's expense:

A. Seven (7) lineal feet of standard building partitions for each 100 square feet of rental area.

B. One (1) Building standard interior door with frame and hardware for each 700 square feet of rental area.

C. One (1) Building standard entrance door with hardware for each suite.

D. Acoustical ceiling throughout the demised Premises.

E. Recessed fluorescent light fixtures standard of the Building (including initial tube installation only), in quantities necessary to give an average of 50 foot candles.

F. One (1) Building standard wall type duplex electric outlet for each 150 square feet of rental area.

G. One (1) surface mounted duplex floor type electric outlet for each 20' x 20' bay (not including public areas).

H. One (1) Building standard wall switch for each 400 square feet of rental area.

I. One (1) Building standard wall type telephone outlet for each 150 square feet of rental area.

J. One (1) surface Building standard telephone outlet for each 20' x 20' bay (not including public areas).

K. Painting of the demised Premises throughout in Building standard colors selected by the Tenant.

L. Grade C asphalt tile floor covering in building standard colors throughout the demised Premises. Building standard resilient base throughout the demised Premises.

M. Building standard traverse drapes at exterior windows.

N. Heating and cooling equipment and duct work sufficient to heat and air condition the Building for normal office tenancy. If the Tenant has any special or unusual air conditioning or ventilating requirements, Tenant shall pay the extra cost of such special or unusual installation required therefor.

In the event Tenant fails to deliver its plans within the time required above or in the event that Tenant modifies or changes its plans thereafter then it shall be presumed that delivery of the demised Premises was delayed by the amount of time equivalent to such delay in delivery of plans or by the amount of time required to make revised plans, correct work and otherwise make the changes required by Tenant and in this event Tenant shall pay to Landlord all its costs for such changes and a sum equal to the base annual rent for the period of such delay.

All the above items furnished by Landlord will be in accordance with the Standards set by Landlord for the Building. Any installations required by Tenant in excess or in variance from the above requirements, or not Standard of the Building, shall be made by Landlord, but all costs for such excesses of variations shall be reimbursed to Landlord. Costs as used herein shall include all bona fide charges to Landlord either from a general contractor or from suppliers, materialmen, laborers or other contractors for material, labor, contractor's charges and other out-of-pocket costs plus ten per cent (10%) for overhead, plus an additional ten per cent (10%) of the aggregate for profit, other expenses and contingencies. Landlord may submit statements not more often than monthly for such excess costs. At or about the time Tenant moves into the premises Landlord may submit an estimated bill accompanied by the architect's or contractor's certificate that this is their best estimate of the complete cost for all work done for Tenant which bill will be paid by Tenant within ten (10) days thereafter. Upon the final bill being presented the difference, if any, shall be adjusted in cash. Tenant shall have a right to examine or audit Landlord's books or records, at Tenant's expense, to verify any statement rendered to it hereunder.

The term of this Lease and the rental called for herein shall not commence until the Premises are substantially completed and reasonably ready for occupancy by Tenant, including all the work to be done by Landlord for Tenant, but excluding any incompleted work Tenant does for itself, and Landlord has given Tenant at least thirty (30) days prior notice specifying the day on which possession of the demised Premises may be taken by Tenant. Payment of rent shall commence on the date designated in the aforementioned notice or when Tenant takes possession, whichever is first, but the term of this Lease shall commence on the first day of the month following the date when such rent shall commence. If the Building is not completed by ....November 1, 1969.........., either party may cancel this Lease by written notice to the other party.

**CHRYSLER REALTY CORPORATION**

by ..........................................................................................................

Tenant:

by ..........................................................................................................

**This Agreement,** Made this ........ day of ........ A. D. 1969, between Chrysler Realty Corporation ........, as Lessor, and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

**Witnesseth:** That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: Approximately 22,942 square feet of office space on the third floor of the building located at 640 N. LaSalle Street, for use by the Department of Human Resources.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of September A. D. 1969, or date of occupation /and ending on the 31st day of August A. D. 1974 or five years after date of occupancy, whichever is later / Lessee has the right to terminate this lease upon ninety days' prior written notice after August 31, 1970, or one year after date of occupancy, whichever is later. ~~and the right to renew this lease for a further period of~~ ~~on the same terms and rental, by giving to the Lessor, in either case, days' written notice of its election so to do.~~

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at Arthur Rubloff and Co., 69 W. Washington Street 60602 or at such other place as the Lessor from time to time in writing may appoint.

SEE RIDER "A"

~~Lessee shall pay rent for said premises during the continuance of this lease at the rate of ($ ) Dollars per month, payable in advance on the first day of each calendar month by the office of the City Comptroller.~~ Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor.

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessor's own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. ~~If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.~~

SEE RIDER "B" and "C"

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written.

[Signature forms omitted]

(Continued from page 6158)

erty taxes imposed upon the fixtures, machinery, equipment, apparatus, systems and appurtenances in, upon or used in connection with the Building for the operation thereof. The portion of such property taxes allocated by Landlord to the automobile dealership occupying the basement and a portion of the first floor of the Building shall be excluded from the definition "property taxes". Property taxes for the Base Year shall be computed for this purpose by multiplying the general property rates for taxes payable in the year of execution of the Lease by the assessed value for the first year in which the land and the completed Building have been assessed for general property taxes. Taxes for subsequent Comparison Years shall be deemed to be the taxes payable in the respective calendar year even though the levy or assessment thereof may be for a different year.

D. Direct operating costs shall include, but shall not be limited to, taxes (other than property taxes), heat, janitor service, elevator service, water, labor, contracted labor, licenses, permit and inspection fees, insurance, materials, service charges and all other direct costs of operating and maintaining the Building (excepting the portion of such costs allocated by Landlord to the automobile dealership occupying the basement and a portion of the first floor of the Building). 30.1% approximately of property taxes and operating cost shall be attributable to the automobile dealership.

All expenditures scheduled less often than annually shall be prorated over the period to which such expenditures are applicable. In the event, because of a major capital improvement or by the use of automation, the operating expenses in any year after the base year are reduced, then the operating costs for the Base Year shall be reduced for the purpose of determining escalation rent as though such improvement or automation had been in effect during the Base Year.

E. "Calendar Year" as used in this paragraph 3 shall mean January 1 through December 31, inclusive.

F. Statements of Tenant's pro rata share of increased property taxes and direct operating expenses to be paid by Tenant as additional rent for any Comparison Year shall be rendered by Landlord to Tenant as soon as reasonably feasible following such Comparison Year and such additional rent shall be paid by Tenant to Landlord on the first day for the payment of Base Rent under this lease following the rendering of such statement. If the final lease year is less than twelve months, the additional rent shall be prorated. Landlord agrees to keep books and records reflecting direct operating expenses of the Building in accordance with generally accepted accounting principles.

Tenant shall have the reasonable right to inspect such books during business hours for the purpose of verifying the information in any such statement of additional rent.

G. Total monthly rent to be paid by the tenant under the terms of this Rider "A" shall in no case exceed the following:

Ten Thousand Three Hundred Four and 39/100 Dollars ($10,304.39) per month during the second year of the lease term.

Ten Thousand Five Hundred Seven and 24/100 Dollars ($10,507.24) per month during the third year of the lease term.

Ten Thousand Seven Hundred Eight and 75/100 Dollars ($10,708.75) per month during the fourth year of the lease term.

Ten Thousand Nine Hundred Ten and 44/100 Dollars ($10,910.44) per month during the fifth year of the lease term.

H. MORTGAGE BY LANDLORD. This lease is subject and subordinate to all mortgages which may now or hereafter affect the real property of which the demised premises forms a part, and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative and no further instrument of subordination shall be required by any mortgagee. Tenant hereby constitutes and appoints Landlord the Tenant's attorney-in-fact to execute any such certificate or certificates for and on behalf of Tenant.

[Rider "B" attached to this ordinance printed on page 6162 of this Council Journal]

### Rider "C"

SERVICE. The Landlord shall provide the following services to Tenant:

a. Janitor Service and customary cleaning in and about the Premises, Saturdays, Sundays and holidays excepted.

b. Heat daily from 9 a.m. to 6 p.m. (Saturdays to 1 p.m.) Sundays and holidays excepted, whenever heat shall be required for the comfortable occupancy of the premises.

c. Water from City mains for drinking, lavatory and toilet purposes as customary for office use, drawn through fixtures installed by the Landlord.

d. Operatorless Elevator Service in common with other Tenants at all times.

e. Tenant shall pay direct to Commonwealth Edison Company the cost of all electrical consumption in the demised premises. The expense of metering such electrical consumption shall be borne by the tenant.

f. Window Washing of all windows in the Premises, both inside and out, weather permitting at least once each month.

g. Air Conditioning as hereafter described in paragraph 19.

h. Washing of interior walls after the expiration of two and one-half (2½) years of the Lease provided the Lease term is at least five (5) years and repainting of interior walls in the Building standard colors selected by Tenant after the expiration of five (5) years provided the Lease term is at least six (6) years.

The Landlord does not warrant that any of the services above mentioned will be free from interruptions caused by repairs, renewals, improvements, alterations, strikes, lock-outs, accidents, inability of the Landlord to obtain fuel or supplies, or any other cause or causes beyond the reasonable control of the Landlord. Any such interruption of service shall never be deemed an eviction or disturbance of the Tenant's use and possession of the Premises or any part thereof, or render the Landlord liable to the Tenant for damages, or relieve the Tenant from performance of the Tenant's obligations under this Lease, provided, however, that Landlord will at all times use reasonable efforts promptly to remedy any situation which might interrupt such services.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

## RIDER "B"

### CONSTRUCTION:

Landlord is constructing at the location first above described, a first class, modern, air conditioned office building with refinements of design and quality of construction and improvements in accordance with these requirements.

From time to time at the request of Tenant, Landlord will advise Tenant of the progress in the construction of the Building and Landlord's estimate of the time when the Premises will be substantially completed and reasonably ready for occupancy by Tenant.

Tenant will submit to Landlord on or before the date set forth in the Schedule, detailed architectural drawings and specifications setting forth the work and improvements required to be done for the Premises by the Landlord and Landlord shall supply and install the following specified items at Landlord's expense:

A. Seven (7) lineal feet of standard building partitions for each 100 square feet of rental area.

B. One (1) Building standard interior door with frame and hardware for each 700 square feet of rental area.

C. One (1) Building standard entrance door with hardware for each suite.

D. Acoustical ceiling throughout the demised Premises.

E. Recessed fluorescent light fixtures standard of the Building (including initial tube installation only), in quantities necessary to give an average of 50 foot candles.

F. One (1) Building standard wall type duplex electric outlet for each 150 square feet of rental area.

G. One (1) surface mounted duplex floor type electric outlet for each 20' x 20' bay (not including public areas).

H. One (1) Building standard wall switch for each 400 square feet of rental area.

I. One (1) Building standard wall type telephone outlet for each 150 square feet of rental area.

J. One (1) surface Building standard telephone outlet for each 20' x 20' bay (not including public areas).

K. Painting of the demised Premises throughout in Building standard colors selected by the Tenant.

L. Grade C asphalt tile floor covering in building standard colors throughout the demised Premises. Building standard resilient base throughout the demised Premises.

M. Building standard traverse drapes at exterior windows.

N. Heating and cooling equipment and duct work sufficient to heat and air condition the Building for normal office tenancy. If the Tenant has any special or unusual air conditioning or ventilating requirements, Tenant shall pay the extra cost of such special or unusual installation required therefor.

In the event Tenant fails to deliver its plans within the time required above or in the event that Tenant modifies or changes its plans thereafter then it shall be presumed that delivery of the demised Premises was delayed by the amount of time equivalent to such delay in delivery of plans or by the amount of time required to make revised plans, correct work and otherwise make the changes required by Tenant and in this event Tenant shall pay to Landlord all its costs for such changes and a sum equal to the base annual rent for the period of such delay.

All the above items furnished by Landlord will be in accordance with the Standards set by Landlord for the Building. Any installations required by Tenant in excess or in variance from the above requirements, or not Standard of the Building, shall be made by Landlord, but all costs for such excesses of variations shall be reimbursed to Landlord. Costs as used herein shall include all bona fide charges to Landlord either from a general contractor or from suppliers, materialmen, laborers or other contractors for material, labor, contractor's charges and other out-of-pocket costs plus ten per cent (10%) for overhead, plus an additional ten per cent (10%) of the aggregate for profit, other expenses and contingencies. Landlord may submit statements not more often than monthly for such excess costs. At or about the time Tenant moves into the premises Landlord may submit an estimated bill accompanied by the architect's or contractor's certificate that this is their best estimate of the complete cost for all work done for Tenant which bill will be paid by Tenant within ten (10) days thereafter. Upon the final bill being presented the difference, if any, shall be adjusted in cash. Tenant shall have a right to examine or audit Landlord's books or records, at Tenant's expense, to verify any statement rendered to it hereunder.

The term of this Lease and the rental called for herein shall not commence until the Premises are substantially completed and reasonably ready for occupancy by Tenant, including all the work to be done by Landlord for Tenant, but excluding any incompleted work Tenant does for itself, and Landlord has given Tenant at least thirty (30) days prior notice specifying the day on which possession of the demised Premises may be taken by Tenant. Payment of rent shall commence on the date designated in the aforementioned notice or when Tenant takes possession, whichever is first, but the term of this Lease shall commence on the first day of the month following the date when such rent shall commence. If the Building is not completed by ....November...1,....1969.........., either party may cancel this Lease by written notice to the other party.

CHRYSLER REALTY CORPORATION

by ..............................................................................................

Tenant:

by ..............................................................................................

## Execution of Lease Agreement with American Locker Co., Inc. for Coin-Operated Lockers at Chicago Midway Airport Authorized.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on September 5, 1969, page 6015, recommending that the City Council pass a proposed ordinance transmitted with the committee's report [Proposed ordinance printed in Committee Pamphlet No. 17].

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Fifielski, Kerwin, O'Rourke, Sperling—43.

*Nays*—None.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Aviation and the City Comptroller, subject to approval as to form and legality of the Corporation Counsel, are authorized to execute in behalf of the City of Chicago an agreement with American Locker Company, Inc., at Chicago Midway Airport, said agreement to be in the following form:

This Agreement made this ........................ day of ................................ A.D. ..........................., between the City of Chicago, a municipal corporation of the State of Illinois, hereinafter called "Landlord" and American Locker Company, Inc., a corporation organized and existing by virtue of the laws of the State of Delaware, hereinafter called "Tenant".

WITNESSETH:

That Landlord, for and in consideration of the terms and conditions, both general and special, hereinafter contained and made on the part of Tenant, does hereby grant to Tenant for use only by Tenant, the privileges hereinafter described on premises at Chicago Midway Airport, hereinafter called "Airport" in the City of Chicago, Counties of Cook and DuPage, State of Illinois.

This agreement shall consist of three parts:

Part I—General Conditions
Part II—Special Conditions
numbered 1 to 6
Part III—Exhibits and Attachments

All constituting the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences, shall be implied or impressed upon such agreement that are not set forth herein at length.

[Part I—General Conditions attached to this ordinance is common to "Part I—General Conditions" printed on pages 5551-5554 of the Journal of Proceedings of May 14, 1969]

### PART II—SPECIAL CONDITIONS

1. *Premises*

Landlord agrees to furnish to Tenant space for parcel-checking lockers at Chicago Midway Airport. It is agreed that the Commissioner of Aviation may, from time to time, during the term of this Agreement, in writing, regulate the size, or direct the location or relocation, the addition or reduction in number, or removal of any or all said lockers.

2. *Purpose*

Tenant on a non-exclusive basis shall provide, maintain, and operate, for the airline passengers and others utilizing any and all of the passenger terminals presently or in the future located at Chicago Midway Airport, mechanically coin-operated parcel-checking lockers.

3. *Term*

The term of this Agreement shall begin on the ...................... day of ................................, 1969, the date of approval of authorizing ordinance by the City Council, and terminate on the 31st day of December, 1974, unless otherwise terminated as herein provided.

4. *Operations*

Tenant agrees to charge rates only as may be approved from time to time by the Commissioner of Aviation, it being understood that such approval will not be withheld if the proposed rates do not exceed rates for similar services in the City of Chicago. Landlord's determination of reasonable rates shall control.

5. *Rental*

Tenant agrees to pay Landlord seventy-five percent (75%) of the gross monthly locker receipts up to eight dollars ($8.00) per locker, and eighty-five percent (85%) of the gross monthly locker receipts in excess of eight dollars ($8.00) per locker at Airport.

Gross monthly locker receipts are hereby defined as the total amount of legal monies collected from lockers plus all overtime revenue received on account of articles checked in lockers for more than twenty-four (24) hours, or removed therefrom, less any Sales Tax which may be applicable to said gross receipts from lockers installed pursuant to this Agreement, but only up to the time of removal to Tenant's downtown service office. In the event the articles are reclaimed after removal to Tenant's downtown service office, Tenant shall retain all of the revenue therefrom.

A charge of one dollar ($1.00) may be collected by Tenant for loss of key by the person checking, which amount shall belong to Tenant.

Payments to Landlord, of its share of gross monthly locker receipts, shall be made by Tenant at the office of the City Comptroller, Room 501, City Hall, Chicago, Illinois 60602, on or before the 20th day of the month suceeding each calendar month of the term, or portion thereof, for its operation of the preceding month. Tenant shall pay, in addition to the foregoing sums provided, all permit fees, license fees, and taxes, if any, required by law or ordinance of the City of Chicago.

Tenant shall furnish to Landlord, on or before the 20th day following the last day of each calendar month during the term of this Agreement, in such manner as Comptroller may prescribe, a statement of the gross monthly locker receipts during the preceding month, or portion thereof, and within thirty (30) days after the end of each lease year, or fractional part of a lease year ending in termination, a statement, satisfactory to Landlord, of the gross locker receipts during the preceding year. The original of each such statement submitted to Landlord shall be delivered to the Comptroller and a copy to the Commissioner.

The yearly statement shall be certified by a Certified Public Accountant if required by the Comptroller. In the event Landlord is not satisfied with any such audit or annual statement and gives Tenant written notice to that effect within sixty (60) days after Landlord's receipt thereof, then Landlord shall have the right, within sixty (60) days thereafter, at Tenant's expense, to cause any reputable audit company, satisfactory to Landlord and Tenant, to reaudit the Gross Receipts made during the period covered by such audit and to recalculate said rentals payable for such period, and such reaudit and/or recalculation shall be accepted by both parties to this Agreement as final.

6. *Records*

Tenant shall:

(a) Maintain, in accordance with accepted accounting practice, during the term of this Agreement and for one year after the termination and expiration thereof, and for a further period extending until the City Comptroller shall give written consent to the disposal thereof, records and books of account recording all transactions at, through, or in any way connected with the operation of its concession at Airport. Upon request from the City Comptroller, such books of account and records shall be made available to the City Comptroller at a convenient location within the City of Chicago, Illinois.

(b) Permit in ordinary business hours during the term of this Agreement, and for any period thereafter during which such records shall be maintained in accordance with subparagraph 6(a) hereof, the examination and audit by the officers, employees and representatives of Landlord of such records and books of account.

In Witness Whereof, The parties hereto have caused this instrument to be executed under their respective seals on the day and year first above written.

[Signature forms omitted]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

## Execution of Lease Agreement with American Locker Co., Inc. for Coin-Operated Lockers at Chicago-O'Hare International Airport Authorized.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on September 5, 1969, page 6015, recommending that the City Council pass a proposed ordinance transmitted with the committee's report [Proposed ordinance printed in Committee Pamphlet No. 17].

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Fifielski, Kerwin, O'Rourke, Sperling—43.

*Nays*—None.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Aviation and the City Comptroller, subject to approval as to form and legality of the Corporation Counsel, are authorized to execute in behalf of the City of Chicago an agreement with American Locker Company, Inc., at Chicago-O'Hare International Airport, said agreement to be in the following form:

This Agreement made this ........................ day of .............................. A.D. ..............................., between the City of Chicago, a municipal corporation of the State of Illinois, hereinafter called "Landlord" and American Locker Company, Inc., a corporation organized and existing by virtue of the laws of the State of Delaware, hereinafter called "Tenant".

WITNESSETH:

That Landlord, for and in consideration of the terms and conditions, both general and special, hereinafter contained and made on the part of Tenant, does hereby grant to Tenant for use only by Tenant the privileges hereinafter described on premises at Chicago-O'Hare International Airport, hereinafter called "Airport" in the City of Chicago, Counties of Cook and DuPage, State of Illinois.

This agreement shall consist of three parts:

Part I—General Conditions
Part II—Special Conditions numbered 1 to 6
Part III—Exhibits and Attachments

All constituting the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences, shall be implied or impressed upon such agreement that are not set forth herein at length.

[Part I—General Conditions attached to this ordinance is common to "Part I—General Conditions" printed on pages 5551-5554 of the Journal of Proceedings of May 14, 1969]

PART II—SPECIAL CONDITIONS

1. *Premises*

Landlord agrees to furnish to Tenant space for parcel-checking lockers at Chicago-O'Hare International Airport. It is agreed that the Commissioner of Aviation may, from time to time, during the term of this Agreement, in writing, regulate the size, or direct the location or relocation, the addition or reduction in number, or removal of any or all of said lockers.

2. *Purpose*

Tenant on a non-exclusive basis shall provide, maintain, and operate, for the airline passengers and others utilizing any and all of the passenger terminals presently or in the future located at Chicago-O'Hare International Airport, mechanically coin-operated parcel-checking lockers.

3. *Term*

The term of this Agreement shall begin on the .................. day of ...................................., 1969, the date of approval of authorizing ordinance by the City Council and terminate on the 31st day of December, 1974, unless otherwise terminated as herein provided.

4. *Operations*

Tenant agrees to charge rates only as may be approved from time to time by the Commissioner of Aviation, it being understood that such approval will not be withheld if the proposed rates do not exceed rates for similar service in the City of

Chicago. Landlord's determination of reasonable rates shall control.

5. *Rental*

Tenant agrees to pay Landlord seventy percent (70%) of the gross monthly locker receipts up to thirteen dollars ($13.00) per locker, and eighty-five percent (85%) of the gross monthly locker receipts in excess of thirteen dollars ($13.00) per locker at Airport.

Gross monthly locker receipts are hereby defined as the total amount of legal monies collected from lockers plus all overtime revenue received on account of articles checked in lockers for more than twenty-four (24) hours, or removed therefrom, less any Sales Tax which may be applicable to said gross receipts from lockers installed pursuant to this Agreement, but only up to the time of removal to Tenant's downtown service office. In the event the articles are reclaimed after removal to Tenant's downtown service office, Tenant shall retain all of the revenue therefrom.

A charge of one dollar ($1.00) may be collected by Tenant for loss of key by the person checking, which amount shall belong to Tenant.

Payments to Landlord, of its share of gross monthly locker receipts, shall be made by Tenant at the office of the City Comptroller, Room 501, City Hall, Chicago, Illinois 60602, on or before the 20th day of the month succeeding each calendar month of the term, or portion thereof, for its operation of the preceding month. Tenant shall pay, in addition to the foregoing sums provided, all permit fees, license fees, and taxes, if any, required by law or ordinance of the City of Chicago.

Tenant shall furnish to Landlord, on or before the 20th day following the last day of each calendar month during the term of this Agreement, in such manner as Comptroller may prescribe, a statement of the gross monthly locker receipts during the preceding month, or portion thereof, and within thirty (30) days after the end of each lease year, or fractional part of a lease year ending in termination, a statement, satisfactory to Landlord, of the gross locker receipts during the preceding year. The original of each such statement submitted to Landlord shall be delivered to the Comptroller and a copy to the Commissioner.

The yearly statement shall be certified by a Certified Public Accountant if required by the Comptroller. In the event Landlord is not satisfied with any such audit or annual statement and gives Tenant written notice to that effect within sixty (60) days after Landlord's receipt thereof, then Landlord shall have the right, within sixty (60) days thereafter, at Tenant's expense, to cause any reputable audit company, satisfactory to Landlord and Tenant, to reaudit the Gross Receipts made during the period covered by such audit and to recalculate said rentals payable for such period, and such reaudit and/or recalculation shall be accepted by both parties to this Agreement as final.

6. *Records*

Tenant shall:

(a) Maintain, in accordance with accepted accounting practice, during the term of this Agreement and for one year after the termination and expiration thereof, and for a further period extending until the City Comptroller shall give written consent to the disposal thereof, records and books of account recording all transactions at, through, or in any way connected with the operation of its concession at Airport. Upon request from the City Comptroller, such books of account and records shall be made available to the City Comptroller at a convenient location within the City of Chicago, Illinois.

(b) Permit in ordinary business hours during the term of this Agreement, and for any period thereafter during which such records shall be maintained in accordance with subparagraph 6(a) hereof, the examination and audit by the officers, employees and representatives of Landlord of such records and books of account.

In Witness Whereof, The parties hereto have caused this instrument to be executed under their respective seals on the day and year first above written.

[Signature forms omitted]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

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## Execution of Lease Agreement with American Locker Co., Inc. for Coin-Operated Lockers at Merrill C. Meigs Field Authorized.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on September 5, 1969, page 6016, recommending that the City Council pass a proposed ordinance transmitted with the committee's report [Proposed ordinance printed in Committee Pamphlet No. 17].

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Fifielski, Kerwin, O'Rourke, Sperling—43.

*Nays*—None.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Aviation and the City Comptroller, subject to approval as to form and legality of the Corporation Counsel, are authorized to execute in behalf of the City of Chicago an agreement with American Locker Company, Inc., at Merrill C. Meigs Field, said agreement to be in the following form:

This Agreement made this .......................... day of ........................... A.D. ..............................., between the City of Chicago, a municipal corporation of the State of Illinois, hereinafter called "Landlord" and American Locker Company, Inc., a corporation organized and existing by virtue of the laws of the State of Delaware, hereinafter called "Tenant".

WITNESSETH:

That Landlord, for and in consideration of the terms and conditions, both general and special, hereinafter contained and made on the part of Tenant, does hereby grant to Tenant for use only by Tenant, the privileges hereinafter described on premises at Merrill C. Meigs Field, hereinafter called "Airport" in the City of Chicago, Counties of Cook and DuPage, State of Illinois.

This agreement shall consist of three parts:

Part I—General Conditions
Part II—Special Conditions numbered 1 to 6
Part III—Exhibits and Attachments

All constituting the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences, shall be implied or impressed upon such agreement that are not set forth herein at length.

[Part I—General Conditions attached to this ordinance is common to "Part I—General Conditions" printed on pages 5551-5554 of the Journal of Proceedings of May 14, 1969]

### PART II—SPECIAL CONDITIONS

1. *Premises*

Landlord agrees to furnish to Tenant space for parcel-checking lockers at Merrill C. Meigs Field. It is agreed that the Commissioner of Aviation may, from time to time, during the term of this Agreement, in writing, regulate the size, or direct the location or relocation, the addition or reduction in number, or removal of any or all of said lockers.

2. *Purpose*

Tenant on a non-exclusive basis shall provide, maintain, and operate, for the airline passengers and others utilizing any and all of the passenger terminals presently or in the future located at Merrill C. Meigs Field, mechanically coin-operated parcel-checking lockers.

3. *Term*

The term of this Agreement shall begin on the ............ day of ............................, 1969, the date of approval of authorizing ordinance by the City Council, and terminate on the 31st day of December, 1974, unless otherwise terminated as herein provided.

4. *Operations*

Tenant agrees to charge rates only as may be approved from time to time by the Commissioner of Aviation, it being understood that such approval will not be withheld if the proposed rates do not exceed rates for similar services in the City of Chicago, Landlord's determination of reasonable rates shall control.

5. *Rental*

Tenant agrees to pay Landlord seventy-five percent (75%) of the gross monthly locker receipts up to eight dollars ($8.00) per locker, and eighty-five percent (85%) of the gross monthly locker receipts in excess of eight dollars ($8.00) per locker at Airport.

Gross monthly locker receipts are hereby defined as the total amount of legal monies collected from lockers plus all overtime revenue received on account of articles checked in lockers for more than twenty-four (24) hours, or removed therefrom, less any Sales Tax which may be applicable to said gross receipts from lockers installed pursuant to this Agreement, but only up to the time of removal to Tenant's downtown service office. In the event the articles are reclaimed after removal to Tenant's downtown service office, Tenant shall retain all of the revenue therefrom.

A charge of one dollar ($1.00) may be collected by Tenant for loss of key by the person checking, which amount shall belong to Tenant.

Payments to Landlord, of its share of gross monthly locker receipts, shall be made by Tenant at the office of the City Comptroller, Room 501, City Hall, Chicago, Illinois 60602, on or before the 20th day of the month succeeding each calendar month of the term, or portion thereof, for its operation of the preceding month. Tenant shall pay, in addition to the foregoing sums provided, all permit fees, license fees, and taxes, if any, required by law or ordinance of the City of Chicago.

Tenant shall furnish to the City Comptroller, with a copy to the Commissioner of Aviation, on or before the 20th day following the last day of each calendar month during the term of this Agreement, a statement, certified in such manner as such Comptroller may prescribe, of the gross monthly locker receipts during the preceding month, or portion thereof.

6. *Records*

Tenant shall:

(a) Maintain, in accordance with accepted accounting practice, during the term of this Agreement and for one year after the termination and expiration thereof, and for a further period extending until the City Comptroller shall give written consent to the disposal thereof, records and books of account recording all transactions at, through, or in any way connected with the operation of its concession at Airport. Upon request from the City Comptroller, such books of account and records shall be made available to the City Comptroller at a convenient location within the City of Chicago, Illinois.

(b) Permit in ordinary business hours during the term of this Agreement, and for any period thereafter during which such records shall be maintained in accordance with subparagraph 6(a) hereof, the examination and audit by the officers, employees, and representatives of Landlord of such records and books of account.

In Witness Whereof, the parties hereto have caused this instrument to be executed under their respective seals on the day and year first above written.

[Signature forms omitted]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

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## City Comptroller Authorized to Advertise For Sale Vacant City-Owned Property at No. 2428 S. Cottage Grove Av.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on September 5, 1969, page 6016, recommending that the City Council pass a proposed ordinance transmitted with the committee's report [Proposed ordinance printed in Committee Pamphlet No. 17].

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Fifielski, Kerwin, O'Rourke, Sperling—43.

*Nays*—None.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago:

That part of Lot 3 in James Long and Other's Subdivision of Block or Sub-lot 51 of Canal Trustee's Subdivision of the West half of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian, lying Northwesterly of a straight line drawn from a point in the West line of said Lot 3, three feet Northerly of the Southwesterly corner of said Lot 3 to a point in the Easterly line of said Lot 3, 5.6 feet Southeasterly of the Northeasterly corner of said Lot 3, in Cook County, Illinois; also known as No. 2428 S. Cottage Grove Avenue.

Bids for purchase of said property are hereby solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms and time for reception of bids for said property.

SECTION 2. This ordinance shall take effect and be in full force from and after the date of its passage.

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## City Comptroller Authorized to Advertise for Sale Vacant City-Owned Property at No. 1072 W. Fry St.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on September 5, 1969, page 6016, recommending that the City Council pass a proposed ordinance transmitted with the committee's report [Proposed ordinance printed in Committee Pamphlet No. 17].

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Fifielski, Kerwin, O'Rourke, Sperling—43.

*Nays*—None.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant City property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago:

Lot 11 in Assessor's Division of Block 6 in Elston's Addition to Chicago in Section 5, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois, commonly known as No. 1072 W. Fry Street, Chicago, Illinois.

Bids for purchase of said property are hereby solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms and time for reception of bids for said property.

SECTION 2. This ordinance shall take effect and be in full force from and after the date of its passage.

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## Chicago Zoning Ordinance Amended to Reclassify Particular Areas.

On motion of Alderman Fitzpatrick the City Council took up for consideration the report of the Committee on Buildings and Zoning deferred and published on September 5, 1969, pages 6018-6019, recommending that the City Council pass eighteen proposed ordinances transmitted with the committee's report for amendment of the Chicago Zoning Ordinance to reclassify particular areas.

Alderman Fitzpatrick moved to concur in the committee's recommendation and to pass said proposed ordinances.

Alderman Simon raised the point of order that the matter pertaining to reclassification of area shown on Map No. 11-I did not comply with the provision of Council Rule 42. The Chair ruled the point of order *not well taken.*

Alderman Simon appealed the decision of the Chair. The Chair then declared the question to be *"Shall the decision of the Chair be Sustained?"* The decision of the Chair was *Sustained,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Bohling, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Jambrone, Biggs, McMahon, Keane, Brandt, Sande, Aiello, Casey, Cullerton, Laurino, Scholl, Fifielski, Kerwin—33.

*Nays*—Aldermen Rayner, Cousins, Simon, Singer, Sperling—5.

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At this point in the proceedings Alderman Metcalfe, President Pro Tem., relinquished the Chair to Alderman Keane.

Alderman Keane in the Chair.

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Alderman Metcalfe then moved to pass said proposed ordinance pertaining to reclassification of area shown on Map No. 11-I. The motion Prevailed, and said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Lupo, Buchanan, Bilandic, Swinarski, Burke, Krska, Sheridan, Hines, Fitzpatrick, Campbell, Frost, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Aiello, Casey, Cullerton, Laurino, Scholl, Fifielski, Kerwin—33.

*Nays*—Aldermen Rayner, Cousins, Staszcuk, Simon, Singer, Sperling—6.

(Alderman Kuta was excused from voting under Rule 14 of Council Rules of Order).

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-2 Restricted Service District and all the C1-2 Restricted Commercial District symbols and indications as shown on Map No. 11-I in the area bounded by

W. Wilson Avenue; the alley next east of and parallel to N. Kedzie Avenue; W. Sunnyside Avenue; and the alley next west of and parallel to N. Kedzie Avenue,

to those of a C2-2 General Commercial District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Alderman Simon then moved to *Divide* the question. The question being put, the motion was *Lost.*

After debate, the main question being put, on the passage of the pending proposed ordinances, the motion Prevailed and *each* of said proposed ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Shannon, Hines, Fitzpatrick, Campbell, Frost, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Sande, Aiello, Casey, Cullerton, Laurino, Scholl, Singer, Fifielski, Kerwin, O'Rourke, Sperling—36.

*Nays*—Alderman Simon—1.

(Alderman Kuta was excused from voting under Rule 14 of Council Rules of Order).

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

Said ordinances as passed read respectively as follows (the Italic heading in each case not being a part of the ordinance):

*Reclassification of Area Shown on Map No. 1-K.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B3-3 General Retail District symbols and indications as shown on Map No. 1-K in the area bounded by

W. Washington Boulevard; N. Pulaski Road; the alley next south of and parallel to W. Washington Boulevard; and a line 125 feet west of N. Pulaski Road,

to those of a B5-2 General Service District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification of Area Shown on Map No. 2-L.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B3-3 General Retail District symbols and indications as shown on Map No. 2-L in the area bounded by

W. Madison Street; a line 149 feet east of S. Central Avenue; the alley next south of and parallel to W. Madison Street; and S. Central Avenue,

to those of a B5-2 General Service District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification of Area Shown on Map No. 5-L.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 5-L in the area bounded by

the alley next north of and parallel to W. Cortland Street; a line 186.36 feet east of N. Lamon Avenue; W. Cortland Street; W. Grand Avenue; and N. Lamon Avenue,

to those of an M1-1 Restricted Manufacturing District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification of Area Shown on Map No. 8-E.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-3 Restricted Commercial District and R5 General Residence District symbols and indications as shown on Map No. 8-E in the area bounded by

a line 284 feet north of E. 36th Street, or the line thereof if extended where no street exists; S. Cottage Grove Avenue; the south line of E. 36th Street, or the line thereof if extended where no street exists; a line 150 feet west of S. Cottage Grove Avenue; a line from a point 125.138 feet west of S. Cottage Grove Avenue along the north line of E. 36th Street, or the line thereof if extended where no street exists to a point 99 feet north of the north line of E. 36th Street, or the line thereof if extended where no street exists and 95.8 feet west of S. Cottage Grove Avenue; a line 99 feet north of the north line of E. 36th Street, or the line thereof if extended where no street exists; and a line from a point 99 feet north of E. 36th Street, or the line thereof if extended where no street exists and 171 feet west of S. Cottage Grove Avenue to a point 284 feet north of the north line of E. 36th Street, or the line thereof if extended where no street exists and 120 feet west of S. Cottage Grove Avenue,

to those of an R4 General Residence District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification of Area Shown on Map No. 9-O.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-1 Restricted Service District symbols and indications as shown on Map No. 9-O in the area bounded by

the alley next north of and parallel to W. Belmont Avenue; a line 100 feet east of N. Oconto Avenue; W. Belmont Avenue; and a line 50 feet east of N. Oconto Avenue,

to those of an R4 General Residence District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification of Area Shown on Map No. 10-E.*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R5 General Residence District symbols and indications as shown on Map No. 10-E in the area bounded by

a line 75 feet north of E. 45th Street; the alley next east of and parallel to S. Michigan Avenue; E. 45th Street; and S. Michigan Avenue,

to those of a C1-2 Restricted Commercial District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification of Area Shown on Map No. 11-K.*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-1 Restricted Service District symbols and indications as shown on Map No. 11-K in the area bounded by

W. Eastwood Avenue; N. Pulaski Road; W. Wilson Avenue; and the alley next west of and parallel to N. Pulaski Road,

to those of a C2-1 General Commercial District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification of Area Shown on Map No. 12-H.*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-2 Restricted Commercial District symbols and indications as shown on Map No. 12-H in the area bounded by

a line 60 feet south of W. 50th Street; the alley next east of and parallel to S. Western Boulevard; W. 50th Place and S. Western Boulevard,

to those of an R3 General Residence District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification of Area Shown on Map No. 13-G.*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R7 General Residence District symbols and indications as shown on Map No. 13-G in the area bounded by

a line 110 feet north of W. Carmen Avenue; the alley next east of and parallel to N. Sheridan Road; W. Carmen Avenue; and N. Sheridan Road,

to those of a B2-4 Restricted Retail District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification of Area Shown on Map No. 14-J.*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 14-J in the area bounded by

the alley next north of and parallel to W. 62nd Place; a line 127 feet 6 inches west of S. Kedzie Avenue; W. 62nd Place; and a line 168 feet 6 inches west of S. Kedzie Avenue,

to those of a B5-2 General Service District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification of Area Shown on Map No. 1-L.*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 1-L in the area bounded by

the alley next north of and parallel to W. Washington Boulevard; a line 50 feet west of N. Cicero Avenue; W. Washington Boulevard; and a line 100 feet west of N. Cicero Avenue,

to those of a B4-2 Restricted Service District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification of Area Shown on Map No. 6-F.*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-3 Restricted Commercial District symbols and indications as shown on Map No. 6-F in the area bounded by

a line 50 feet south of W. 24th Street; the west line of the right of way of the Dan Ryan Expressway; and S. Wentworth Avenue,

to those of a C1-4 Restricted Commercial District, and a corresponding bulk district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification of Area Shown on Map No. 12-K.*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 12-K in the area bounded by

W. 47th Street; a line 75 feet east of S. Tripp Avenue; the alley next south of and parallel to W. 47th Street and S. Tripp Avenue, to those of a B4-1 Restricted Service District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification of Area Shown on Map No. 13-I.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B3-3 General Retail District symbols and indications as shown on Map No. 13-I in the area bounded by

W. Gunnison Street; N. Lincoln Avenue; N. Western Avenue; W. Lawrence Avenue; the alley next west of and parallel to N. Western Avenue; the alley next south of and parallel to W. Gunnison Street; and a line 55 feet west of the alley next west of N. Lincoln Avenue.

to those of a B5-3 General Service District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification of Area Shown on Map No. 13-P.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R2 Single Family Residence District symbols and indications as shown on Map No. 13-P in the area bounded by

a line 215 feet north of W. Evelyn Lane; N. Delphia Avenue; W. Evelyn Lane; and a line 230 feet west of N. Delphia Avenue,

to those of an R4 General Residence District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification of Area Shown on Map No. 14-D.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B1-2 Local Retail District symbols and indications as shown on Map No. 14-D in the area bounded by

S. Kenwood Avenue; E. 57th Street; S. Kimbark Avenue; and a line 100 feet south of and parallel to E. 57th Street,

to those of a B2-1 Restricted Retail District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification of Area Shown on Map No. 14-J.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 14-J in the area bounded by

W. 57th Street; a line 35.71 feet east of S. Pulaski Road; the alley next south of and parallel to W. 57th Street; and S. Pulaski Road,

to those of a B4-1 Restricted Service District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

---

## Chicago Zoning Ordinance Amended to Reclassify Particular Areas.

On motion of Alderman Fitzpatrick the City Council took up for consideration the report of the Committee on Buildings and Zoning deferred and published on September 5, 1969, page 6019, recommending that the City Council pass two proposed ordinances transmitted with the committee's report for amendment of the Chicago Zoning Ordinance to reclassify particular areas.

On separate motions made by Alderman Fitzpatrick *each* of said proposed ordinances (which were recommended by the committee without change) was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Fifielski, Kerwin, O'Rourke, Sperling—43.

*Nays*—None.

Said ordinances as passed read respectively as follows (the Italic heading in each case not being a part of the ordinance):

*Reclassification of Area Shown on Map No. 15-P.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B5-1 General Service District and C2-1 General Commercial District symbols and indications as shown on Map No. 15-P in the area bounded by

the south line of the right of way of the John F. Kennedy Expressway; a line 100 feet west of the center line of N. Pueblo Avenue; the north line of W. Bryn Mawr Avenue; a line 833.34 feet west of the center line of N. Pueblo Avenue; a line 459.75 feet north of the north line of W. Bryn Mawr Avenue; and N. Delphia Avenue, or the line thereof if extended where no street exists,

to the designation of a Business Planned Development which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part hereof and to no others.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

### PLAN OF DEVELOPMENT
### BUSINESS PLANNED DEVELOPMENT
### STATEMENT

1. The area delineated herein as "Business Planned Development" is owned by Illinois Tool Works Inc., a Delaware corporation.

   The Hilton Hotels Corporation has an option to purchase this property under option agreement dated November 22, 1968.

2. The height restrictions for any building or any other appurtenance attached thereto shall be subject to height limitations as ceritfied on Form FAA-117 and approved by the Federal Aviation Administration pursuant to Part 77 of the Regulations of the Administrator, Federal Aviation Administration.
3. Off-street parking and loading facilities shall be provided in compliance with this Plan of Development as authorized by the B5 General Service District classification of the Chicago Zoning Ordinance.
4. Any dedication of streets, or adjustments of rights of way, or consolidation of or resubdivision of parcels shall require a separate submittal on behalf of Illinois Tool Works Inc. or its successor in title, and approval by City Council.
5. Any public way not heretofore proposed to be dedicated shall be adequately designed and paved in accord with the regulations of the Department of Streets and Sanitation and in compliance with the Municipal Code of Chicago, and shall have a minimum pavement width of 34 feet, unless otherwise specified herein, to provide ingress and egress for motor vehicles; there shall be no parking within such paved areas.

   Fire lanes shall be adequately designed and paved in compliance with the Municipal Code of Chicago and shall have a minimum width of 20 feet to provide ingress and egress for emergency vehicles; there shall be no parking within such paved areas.

   Service drives or any other ingress or egress lanes not hertofore proposed to be dedicated shall be adequately designed and paved in compliance with the Municipal Code of Chicago and shall have a minimum pavement width of 24 feet unless otherwise specified herein, to provide ingress and egress for motor vehicles including emergency vehicles; there shall be no parking within such paved areas.
6. All applicable official reviews, approvals, or permits are required to be obtained by Illinois Tool Works Inc. or its successor in title.
7. Use of land will consist of hotel, restaurant, convention facilities and related uses in Sub-Area A, and office and related uses in Sub-Area B.

   Any principal building or use, or related building or use permitted shall be in conformity with the Regulations of the Administrator, Federal Aviation Administration, and with all other applicable statutes, regulations and codes of the State of Illinois and the City of Chicago.
8. The following information sets forth data concerning the property included in said Planned Development and data concerning a generalized land use plan (site plan) illustrating the development of said property in accordance with the intent and purpose of the Chicago Zoning Ordinance as related to a B5 General Service District classification and with the regulations hereby made applicable thereto.
9. The Plan of Development hereby attached shall be subject to the "Rules, Regulations, and Procedures in relation to Planned Development Amendments, as adopted by the Commissioner of Development and Planning."

Applicant: Illinois Tool Works Inc. Date; June 23, 1969.

[Maps attached to this Plan of Development printed on pages 6172-6175 of this Journal]

*Reclassification of Area Shown on Map No. 15-O.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R2 Single Family Residence District symbols and indications as shown on Map No. 15-O in the area bounded by

W. Talcott Avenue; N. Oketo Avenue; a line drawn from a point 700.99 feet south of W. Talcott Avenue along the West line of N. Oketo Avenue to a point 1610.27 feet south of W. Talcott Avenue along the east line of N. Oriole Avenue; and N. Oriole Avenue,

to the designation of a Residential Planned Development which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part hereof and to no others.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[Plan of Development attached to this ordinance printed on pages 6176-6180 of this Journal]

*Reclassification of Area Shown on Map No. 16-F.*

Alderman Fitzpatrick moved to pass the proposed ordinance transmitted with the pending committee report *as amended by the committee,* and noted on page 6019 of the Journal of the Proceedings of September 5, 1969. The motion Prevailed and said proposed ordinance *as so amended* was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Fifielski, Kerwin, O'Rourke, Sperling—43.

*Nays*—None.

**The following is said ordinance as passed:**

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence and all the C1-2 Restricted Commercial District symbols and indications as shown on Map No. 16-F in the area bounded by

a line 223.44 feet north of W. 70th Street; the alley next east of and parallel to S. Wentworth Avenue; W. 70th Street; and S. Wentworth Avenue,

to those of an R3 General Residence District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

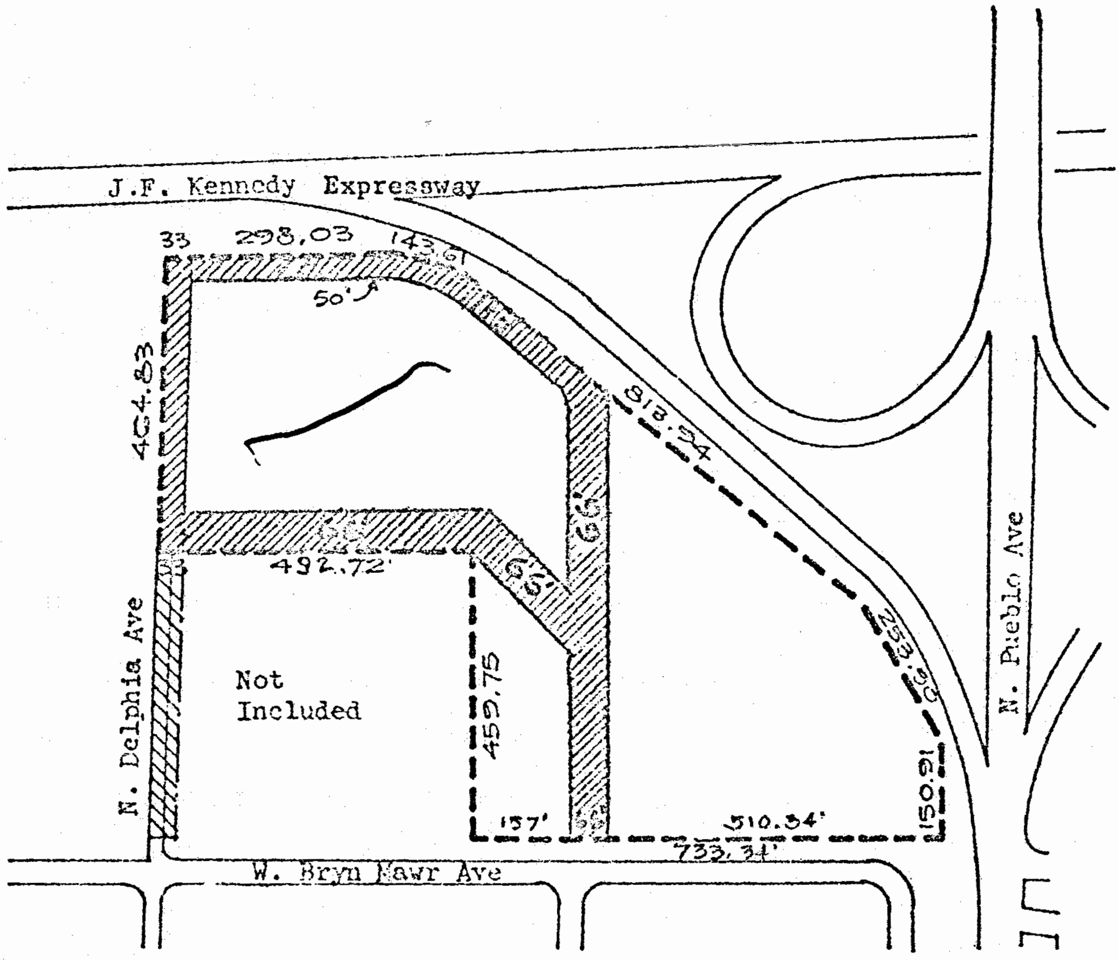
### Issuance of Permits Authorized for Erection of Illuminated Signs.

On motion of Alderman Fitzpatrick the City Council

(Continued on page 6181)

## BUSINESS PLANNED DEVELOPMENT

## PROPERTY LINE MAP AND RIGHT OF WAY ADJUSTMENTS


J.F. Kennedy Expressway
33
298.03
143.61
50' R
404.83
818.34
66'
66'
66'
492.72'
33
N. Delphia Ave
Not Included
459.75
253.96
150.91
157'
510.34'
733.34'
N. Pueblo Ave
W. Bryn Mawr Ave

Planned Development Boundry ------

North

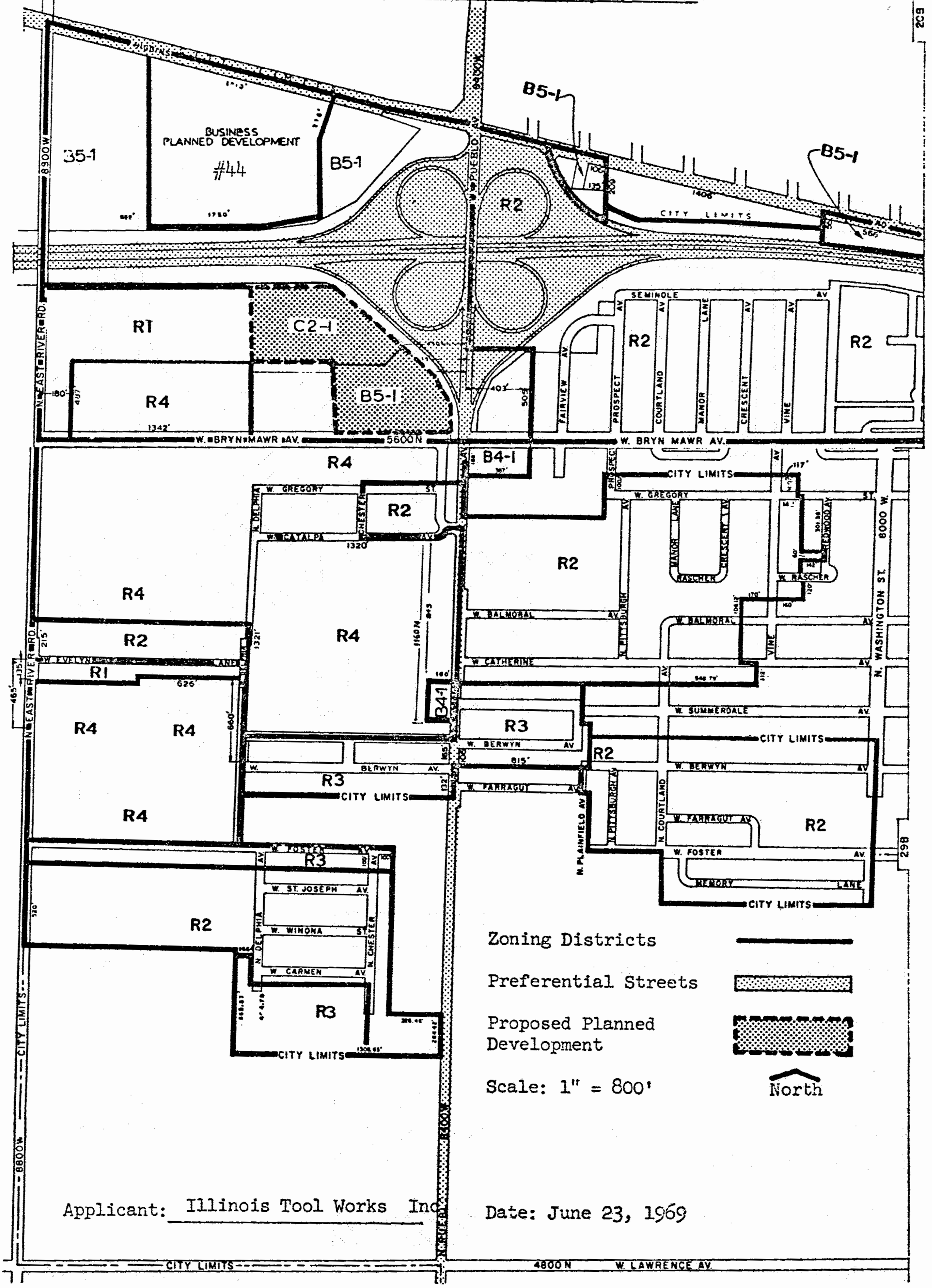
Public Street to be dedicated ▨

Public Street heretofore dedicated ▧

Applicant: **Illinois Tool Works, Inc.** Date: **June 23, 1969**

## ~~BUSINESS PLANNED DEVELOPMENT~~

## EXISTING ZONING AND PREFERENTIAL STREET SYSTEM

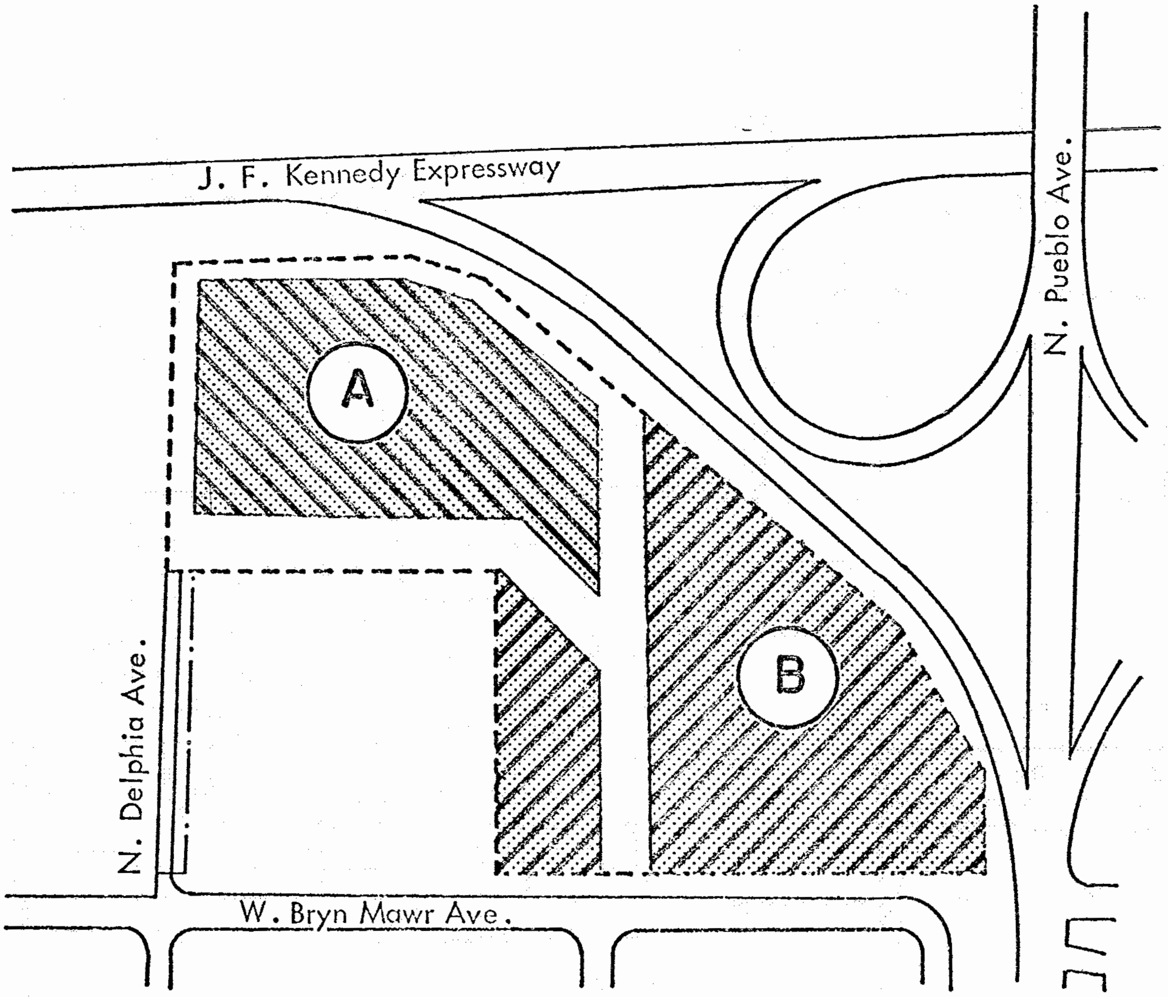

HIGGINS
8400W.
W. PUEBLO AV.
B5-1
BUSINESS PLANNED DEVELOPMENT
#44
R2
CITY LIMITS
8900W
N. EAST RIVER RD.
R1
C2-1
R4
B5-1
SEMINOLE AV
FAIRVIEW AV
PROSPECT
COURTLAND
MANOR
CRESCENT
VINE
W. BRYN MAWR AV.
5600N
B4-1
W. GREGORY ST.
N. DELPHIA
N. CHESTER
W. CATALPA AV.
W. RASCHER
W. BALMORAL AV.
W. CATHERINE AV.
W. EVELYN LANE
W. SUMMERDALE AV.
R3
W. BERWYN AV.
W. FARRAGUT AV.
N. PLAINFIELD AV
N. PITTSBURGH AV
N. COURTLAND AV
W. FOSTER AV.
MEMORY LANE
W. ST. JOSEPH AV.
W. WINONA ST.
W. CARMEN AV.
N. WASHINGTON ST.
6000 W.
8800W
4800N
W. LAWRENCE AV.
N. CUMBERLAND AV.
209
298
Zoning Districts
Preferential Streets
Proposed Planned Development
Scale: 1" = 800'
North

Applicant: Illinois Tool Works Inc

Date: June 23, 1969

## BUSINESS PLANNED DEVELOPMENT

## GENERALIZED LAND USE PLAN


J. F. Kennedy Expressway
N. Pueblo Ave.
A
B
N. Delphia Ave.
W. Bryn Mawr Ave.

| | |
|---|---|
| Right-of-Way | ▭ |
| Planned Development Boundary | - - - - - - |
| Sub-Areas | Ⓐ |
| Parking Facilities | ▒ |
| Hotel, Restaurant, Convention Facilities and Related Uses | ▧ |
| Office and Related Uses | ▨ |

▲
North

Scale:
1" = 300'

Applicant: Illinois Tool Works Inc.

Date: June 23, 1969

## BUSINESS PLANNED DEVELOPMENT

## PLANNED DEVELOPMENT USE AND BULK REGULATIONS

| SUB-AREA | NET SITE AREA Sq. Ft. | NET SITE AREA Acres | GENERAL DESCRIPTION OF LAND USE | MAX. F.A.R. | MAX. % OF LAND COVERED |
|---|---|---|---|---|---|
| A | 204,112 | 4.69 | Hotel, Restaurant, Convention Facilities and Related Uses | 3.0 | 45 |
| B | 299,091 | 6.86 | Office and Related Uses | 2.5 | 20 |
| | 503,203 | 11.55 | | | |

GROSS SITE AREA = NET SITE AREA: 11.55 ACRES + AREA OF PUBLIC STREET 3.24 ACRES = 14.79 ACRES.

MAXIMUM FLOOR AREA RATIO (for total area): 2.7

Off-street parking and off-street loading requirements for proposed hotel, restaurant, convention facilities and related uses, and office and related uses shall be provided as authorized by the B5 General Service District classification of the Chicago Zoning Ordinance subject to the review and approval of the Department of Streets and Sanitation and approval by the Department of Development and Planning:

| | |
|---|---|
| Estimated Min. Parking (underground & surface) for Sub-Area A: | 900 cars |
| Estimated Min. Parking (underground & surface) for Sub-Area B: | 2210 cars |
| Total | 3110 cars |

Peripheral setback and minimum distance between buildings requirements shall be provided as authorized by the B5 General Service District classification of the Chicago Zoning Ordinance.

MAXIMUM PER CENT OF LAND COVERED (for total area): 35%

Applicant: Illinois Tool Works Inc. Date: June 23, 1969

## PLAN OF DEVELOPMENT

## RESIDENTIAL PLANNED DEVELOPMENT

## (INSTITUTIONAL)

## STATEMENTS

1. The area delineated hereon as a "Residential Planned Development" is owned or controlled by the Resurrection Hospital Association.

2. Off-street parking and loading facilities will be provided in compliance with this Plan of Development as authorized by the R4 General Residence District of the Chicago Zoning Ordinance.

3. Any dedication of streets or alleys or adjustments of the rights of way or consolidation or resubdivision of parcels shall require a separate submittal on behalf of Resurrection Hospital Association and approved by the City Council.

4. All applicable reviews, approvals or permits are required to be obtained by the Resurrection Hospital Association.

5. Service drives or any other ingress or egress shall be adequately designed and paved in accord with the regulations of the Department of Streets and Sanitation and in compliance with the Municipal Code of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking permitted within such paved areas.

6. Use of land will consist of hospital, research, medical, housing, and related uses as authorized by the Chicago Zoning Ordinance.

   Laboratories or research facilities contained therein shall be governed by performance standards as authorized under the M1 zoning district of the Chicago Zoning Ordinance.

7. The following information sets forth data concerning the property included in said Planned Development and data concerning a generalized land use plan (site plan) illustrating the development of said property in accordance with the intent and purpose of the Chicago Zoning Ordinance as related to R4 General Residence District classification and with regulations hereby made applicable thereto.

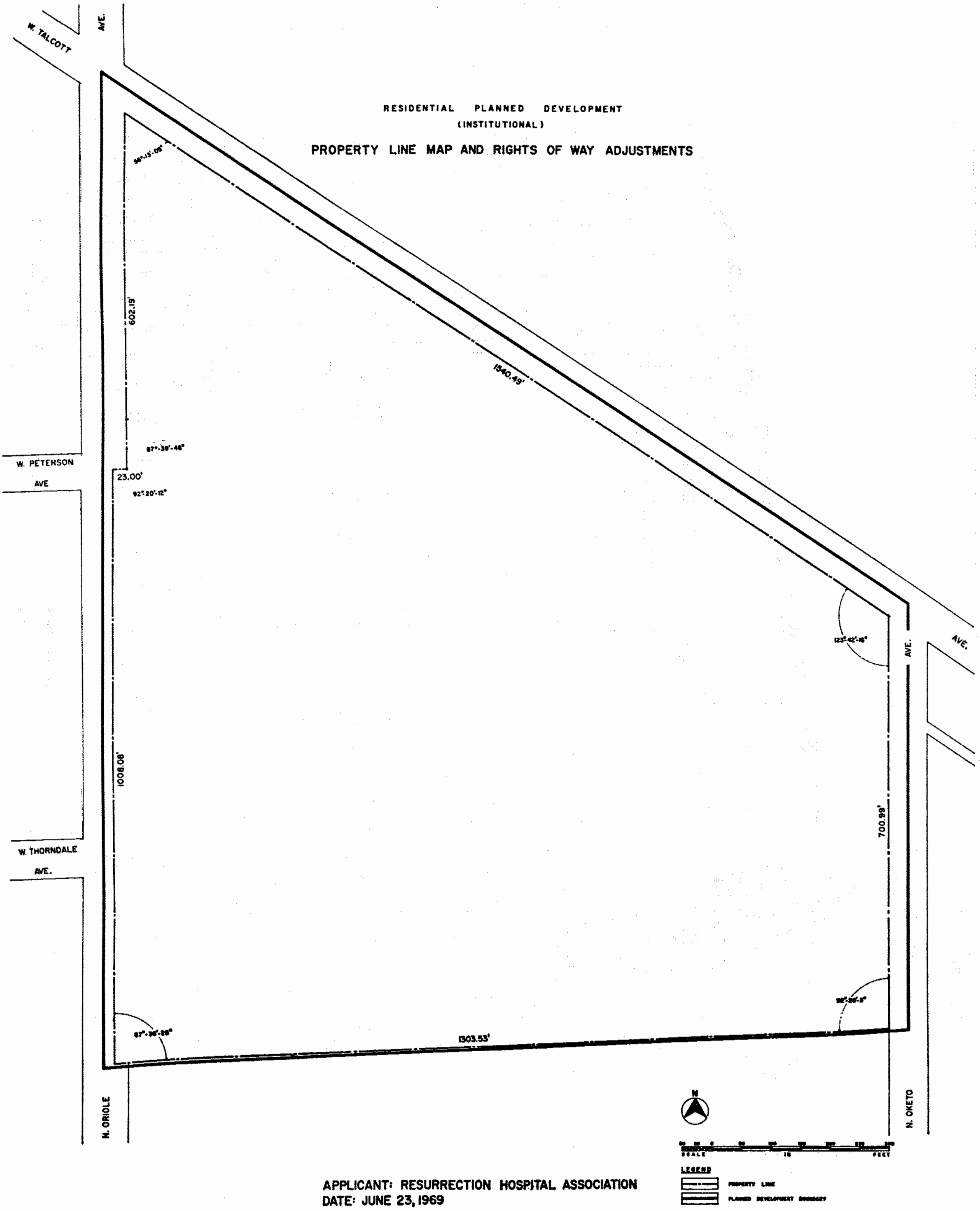
8. The Plan of Development hereby attached shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Developments," as promulgated by the Commissioner of Development and Planning.

APPLICANT: Resurrection Hospital Association

DATE: June 23, 1969

RESIDENTIAL PLANNED DEVELOPMENT
(INSTITUTIONAL)

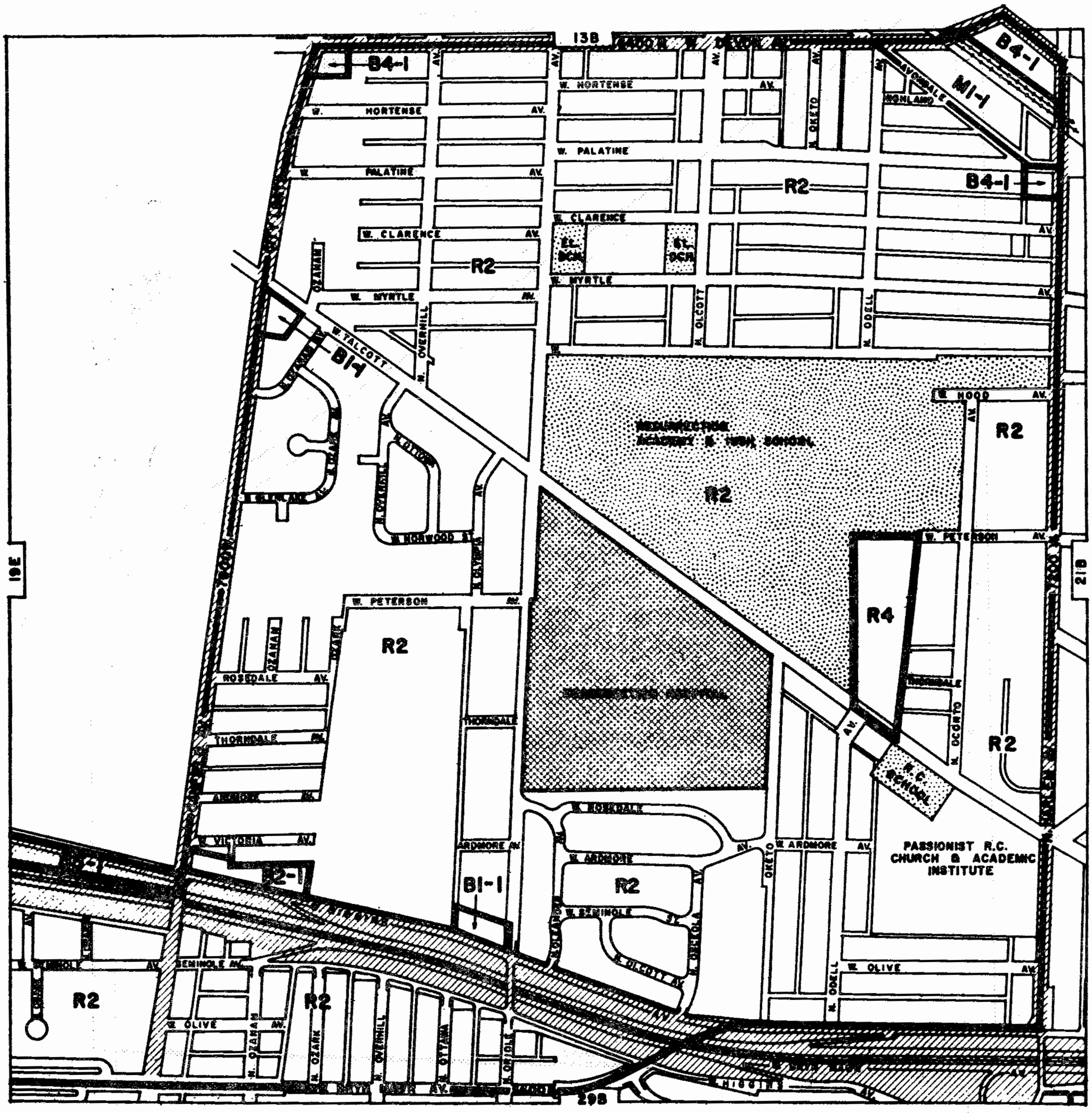
PROPERTY LINE MAP AND RIGHTS OF WAY ADJUSTMENTS


W. TALCOTT
AVE.
W. PETERSON
AVE
W. THORNDALE
AVE.
N. ORIOLE
N. OKETO
AVE.
AVE.
56°-15'-05"
602.19'
87°-39'-48"
23.00'
92°-20'-12"
1008.08'
1540.49'
123°-42'-16"
700.99'
92°-26'-8"
1303.53'
87°-36'-28"
N
SCALE
IN
FEET
LEGEND
PROPERTY LINE
PLANNED DEVELOPMENT BOUNDARY

APPLICANT: RESURRECTION HOSPITAL ASSOCIATION
DATE: JUNE 23, 1969

## RESIDENTIAL PLANNED DEVELOPMENT
## (INSTITUTIONAL)

## EXISTING ZONING AND PREFERENTIAL STREET SYSTEM

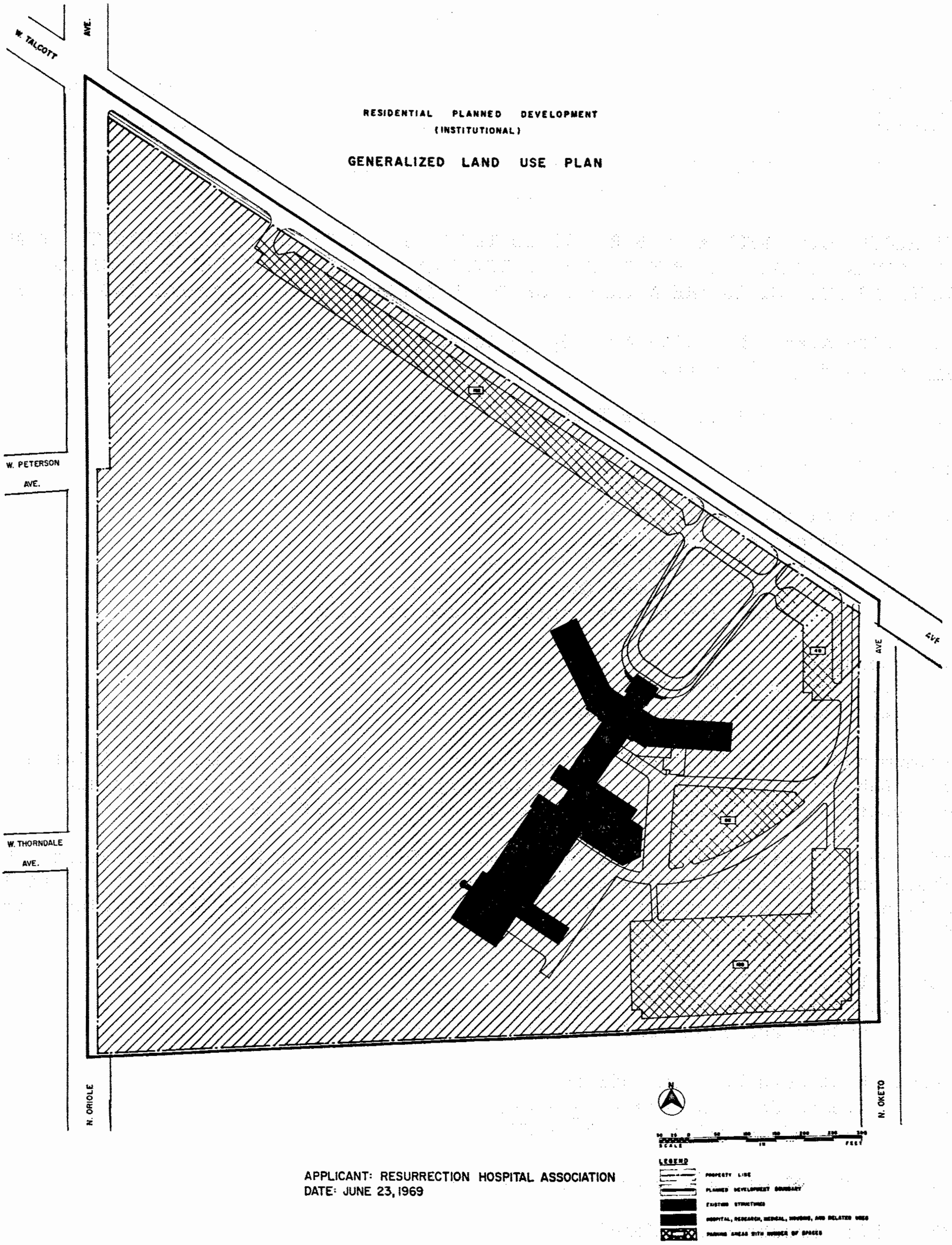

13B
W. DEVON AV.
B4-1
W. HORTENSE AV.
W. PALATINE AV.
W. CLARENCE AV.
W. MYRTLE AV.
R2
N. OKETO
N. OLCOTT
N. ODELL
N. OVERHILL
N. OZANAM
W. TALCOTT
B1-1
M1-1
AVONDALE
HIGHLAND
ST. DCH.
RESURRECTION ACADEMY & HIGH SCHOOL
W. HOOD AV.
W. PETERSON AV.
R4
W. NORWOOD ST.
ROSEDALE AV.
THORNDALE AV.
ARDMORE AV.
W. VICTORIA AV.
RESURRECTION HOSPITAL
R.C. SCHOOL
PASSIONIST R.C. CHURCH & ACADEMIC INSTITUTE
W. ARDMORE AV.
W. SEMINOLE AV.
OLCOTT AV.
N. OSCEOLA
W. OLIVE AV.
N. OZARK
N. OTTAWA
N. ORIOLE
W. BRYN MAWR AV.
W. HIGGINS
N. HARLEM AV.
19E
21B
29B

**APPLICANT: RESURRECTION HOSPITAL ASSOCIATION**
**DATE: JUNE 23, 1969**

**LEGEND**

- ▭ ZONING DISTRICTS
- ▨ PREFERENTIAL STREETS
- ░ PUBLIC & QUASI PUBLIC FACILITIES
- ▩ PROPOSED PLANNED DEVELOPMENT

N


RESIDENTIAL PLANNED DEVELOPMENT
(INSTITUTIONAL)

GENERALIZED LAND USE PLAN

APPLICANT: RESURRECTION HOSPITAL ASSOCIATION
DATE: JUNE 23, 1969

W. TALCOTT
AVE.
W. PETERSON
AVE.
W. THORNDALE
AVE.
N. ORIOLE
N. OKETO
AVE
AVE
N
50 25 0 50 100 150 200 250 300
SCALE IN FEET
LEGEND
PROPERTY LINE
PLANNED DEVELOPMENT BOUNDARY
EXISTING STRUCTURES
HOSPITAL, RESEARCH, MEDICAL, HOUSING, AND RELATED USES
PARKING AREAS WITH NUMBER OF SPACES

## PLANNED DEVELOPMENT USE AND BULK REGULATIONS

## RESIDENTIAL PLANNED DEVELOPMENT (INSTITUTIONAL)

| NET SITE AREA SQUARE FEET | ACRES | GENERAL DESCRIPTION OF LAND USE | MAX. F.A.R. | MAX. % OF LAND COVERED |
|---|---|---|---|---|
| 1,502,488 | 34.49 | Hospital, research, medical, housing, and related uses. | 1.2 | 10% |

THE ABOVE NOTED REGULATIONS RELATE TO THE ULTIMATE DEVELOPMENT WITHIN THE PLANNED DEVELOPMENT AREA. INTERIM STAGES OF DEVELOPMENT MAY EXCEED THESE PERMITTED STANDARDS SUBJECT TO THE APPROVAL OF THE DEPARTMENT OF DEVELOPMENT AND PLANNING.

Gross Site Area = Net Site Area 34.49 Acres plus Right-of-Way 2.45 Acres = 37.94 Acres.

Maximum permitted F.A.R. for Total Net Site Area = 1.2

Present Population

A. Medical and Related Uses
   1. Number of beds - 260
   2. Number of attending Doctors - 60
   3. Number of Employees (Maximum in one shift) - 420 (includes 100 nurses, internes and residents)

B. Housing
   1. Nurses (Convent) - 30
   2. Internes and Residents - 0

Minimum number of off-street parking spaces for existing Medical and Related uses; Laboratories (Clinical and Research); Housing (Nurses, Internes and Residents); - 287 spaces. Actual number of PARKING SPACES - 442.

Off-street parking and loading requirements for proposed Medical and Related Uses, Laboratories (Clinical and Research), Housing (Nurses, Internes and Residents) shall be provided as authorized by the R4 General Residence District classification of the Chicago Zoning Ordinance.

Minimum Periphery Setbacks:
A. Boundary and Front Yard Setbacks - 15 FEET.
B. Boundary and Side Yard Setbacks - 8 FEET.

Minimum Distances between Buildings:
A. Patients Room Facings - 24 FEET.
B. End and Face Walls - 24 FEET.

Maximum percent of land covered (for total net site area) - 10%

APPLICANT: Resurrection Hospital Association

DATE: June 23, 1969

(Continued from page 6171)

took up for consideration the report of the Committee on Buildings and Zoning deferred and published on September 5, 1969, page 6022, recommending that the City Council pass four proposed orders transmitted with the committee's report to authorize the issuance of permits for the erection and maintenance of illuminated signs as follows:

| *Permittee* | *Location* | *Dimensions* |
|---|---|---|
| Yates Ford | No. 8639 S. South Chicago Avenue | 160 square feet |
| Skyway Lincoln Mercury | No. 8640 S. South Chicago Avenue | 155 square feet |
| Ashland Car Wash | No. 7520 S. Ashland Avenue | 117 square feet |
| Sun Oil Company | No. 9802 S. Halsted Street | 12′ x 24′ (171 square feet) |

On separate motions made by Alderman Fitzpatrick the committee's recommendations were concurred in and *each* of said proposed orders was *Passed.*

### *Failed to Pass*—PROPOSED ORDINANCES FOR AMENDMENT OF CHICAGO ZONING ORDINANCE TO RECLASSIFY PARTICULAR AREAS *(Adverse Committee Recommendations).*

On motion of Alderman Fitzpatrick the City Council took up for consideration the report of the Committee on Buildings and Zoning deferred and published on September 5, 1969, pages 6019-6020, recommending that the City Council *do not pass* nine proposed ordinances transmitted with the committee's report for amendment of the Chicago Zoning Ordinance to reclassify particular areas.

Alderman Fitzpatrick moved to *Concur in* the committee's recommendations. The question in reference to each proposed ordinance thereupon became: *Shall the proposed ordinance Pass, notwithstanding the committee's adverse recommendation?;* and the several questions being so put, *each* of the said proposed ordinances *Failed to Pass,* by yeas and nays as follows: *Yeas*—None; *Nays*—43.

Said proposed ordinances which *Failed to Pass* proposed to amend the Chicago Zoning Ordinance to reclassify particular areas, and are summarized as follows:

To classify as an R8 General Residence District instead of an R7 General Residence District the area bounded by

the alley next north of and parallel to E. Bellevue Place; a line 416 feet west of N. Lake Shore Drive; E. Bellevue Place; and the alley next east of N. Rush Street (Map No. 3-E);

To classify as an R7 General Residence District instead of an R6 General Residence District the area bounded by

a line 165 feet north of E. 55th Street; the alley next east of and parallel to S. Everett Avenue; a line 110 feet north of E. 55th Street; and S. Everett Avenue (Map No. 12-C);

To classify as a B4-2 Restricted Service District instead of an R3 General Residence District and an R4 General Residence District the area bounded by

W. Foster Avenue; a line 125 feet west of W. Lincoln Avenue; W. Winona Street; a line 401 feet 9 inches west of N. Lincoln Avenue; a line 150 feet north of W. Winona Street; and a line 367 feet west of N. Lincoln Avenue (Map No. 13-I);

To classify as a B4-2 Restricted Service District instead of a B2-2 Restricted Retail District the area bounded by

W. 70th Place; the alley next east of and parallel to S. Pulaski Road; W. 71st Street; and S. Pulaski Road (Map No. 16-J);

To classify as an R4 General Residence District instead of an R3 General Residence District the area bounded by

a line 100 feet north of E. 72nd Street; S. Champlain Avenue; E. 72nd Street; and the alley next west of and parallel to S. Champlain Avenue (Map No. 18-E);

To classify as a B2-1 Restricted Retail District instead of an R3 General Residence District the area bounded by

W. Monterey Avenue; S. Hermosa Avenue; the alley next south of and parallel to W. Monterey Avenue; and a line 155 feet west of S. Hermosa Avenue (Map No. 28-H);

To classify as a B4-4 Restricted Service District instead of an R7 General Residence District the area bounded by

W. Arlington Place; a line 125 feet east of N. Clark Street; a line 99 feet 10 inches south of W. Arlington Place; and a line 50 feet east of N. Clark Street (Map No. 7-F);

To classify as an R5 General Residence District instead of a C2-2 General Commercial District the area bounded by

W. Norwood Street; N. Damen Avenue; a line 264 feet south of W. Norwood Street; and the alley next west of and parallel to N. Damen Avenue (Map No. 15-H);

To classify as an R4 General Residence District instead of a B4-2 Restricted Service District the area bounded by

W. 80th Street; the alley next east of and parallel to S. Western Avenue; W. 80th Place; and S. Western Avenue (Map No. 20-H).

### *Failed to Pass*—PROPOSED ORDINANCES FOR AMENDMENT OF CHICAGO ZONING ORDINANCE TO RECLASSIFY PARTICULAR AREAS *(Adverse Committee Recommendations).*

On motion of Alderman Fitzpatrick the City Council took up for consideration the report of the Committee on Buildings and Zoning deferred and published on September 5, 1969, pages 6020-6022, recommending that the City Council *do not pass* twenty-eight proposed ordinances transmitted with the committee's report for amendment of the Chicago Zoning Ordinance to reclassify particular areas.

Alderman Fitzpatrick moved to *Concur in* the committee's recommendations. The question in reference to each proposed ordinance thereupon became: *Shall the proposed ordinance Pass, notwithstanding the committee's adverse recommendation?;* and the several questions being so put, *each* of the said proposed ordinances *Failed to Pass,* by yeas and nays as follows: *Yeas*—None; *Nays*—43.

Said proposed ordinances which *Failed to Pass* proposed to amend the Chicago Zoning Ordinance to reclassify particular areas, and are summarized as follows:

To classify as a B4-5 Restricted Service District instead of an R7 General Residence District the area bounded by

E. Division Street; a line 105 feet east of the alley next east of and parallel to N. State Street; the alley next south of and parallel to E. Division Street; and the alley next east of and parallel to N. State Street (Map No. 3-E);

To classify as an R7 General Residence District instead of an R6 General Residence District the area bounded by

W. Schiller Street; N. LaSalle Street; a line 191 feet north of W. Division Street; and the alley next west of and parallel to N. LaSalle Street (Map No. 3-F);

To classify as an R7 General Residence District instead of an R6 General Residence District the area bounded by

W. Goethe Street; N. Dearborn Parkway; a line 170 feet north of W. Division Street; and the alley next west of and parallel to N. Dearborn Street (Map No. 3-F);

To classify as an M1-1 Restricted Manufacturing District instead of an R3 General Residence District the area bounded by

the alley next south of and parallel to the right of way of the C. M. St. P. & P. RR.; the alley next east of and parallel to N. Honore Street; a line 25 feet south of the alley next south of and parallel to the right of way of the C. M. St. P. & P. RR.; and S. Honore Street (Map No. 5-H);

To classify as a C2-1 General Commercial District instead of an R3 General Residence District the area bounded by

W. Wabansia Avenue; a line 51 feet west of N. Cicero Avenue; the alley next south of and parallel to W. Wabansia Avenue; and a line 81 feet west of N. Cicero Avenue (Map No. 5-L);

To classify as a B4-3 Restricted Service District instead of a B4-2 Restricted Service District the area bounded by

the alley next north of and parallel to W. Diversey Avenue; N. Laramie Avenue; W. Diversey Avenue; and N. Lockwood Avenue (Map No. 7-L);

To classify as an R4 General Residence District instead of an R3 General Residence District the area bounded by

W. Schubert Avenue; a line 209 feet 10¼ inches east of N. Nordica Avenue; a line 50 feet south of W. Schubert Avenue; and N. Nordica Avenue (Map No. 7-N);

To classify as an R4 General Residence District instead of a C1-1 Restricted Commercial District the area bounded by

the alley next north of and parallel to W. Belmont Avenue; a line 80 feet east of N. Kenneth Avenue; W. Belmont Avenue; and N. Kenneth Avenue (Map No. 9-K);

To classify as an R4 General Residence District instead of an R3 General Residence District the area bounded by

W. Byron Street; a line 100 feet east of N. Lamon Avenue; the alley next south of and parallel to W. Byron Street; and N. Lamon Avenue (Map No. 9-L);

To classify as a B4-2 Restricted Service District instead of a B2-2 Restricted Retail District the area bounded by

W. Lawrence Avenue; the alley next east of and parallel to N. Keystone Avenue; the alley next south of and parallel to W. Lawrence Avenue; and N. Keystone Avenue (Map No. 11-K);

To classify as an R4 General Residence District instead of an R2 Single Family Residence District and an R3 General Residence District the area bounded by

the south line of the right of way of the Chicago and Western Indiana RR.; S. Tripp Avenue; a line 179 feet north of W. 53rd Street; the alley next west of and parallel to S. Tripp Avenue; and W. 53rd Street (Map No. 12-K);

To classify as a C1-1 Restricted Commercial District instead of a B4-1 Restricted Service District the area bounded by

W. 47th Street; S. Lawler Avenue; the alley next south of and parallel to W. 47th Street; and S. LeClaire Avenue (Map No. 12-L);

To classify as an R4 General Residence District instead of an R2 Single Family Residence District the area bounded by

the alley next south of W. Carmen Avenue; N. St. Louis Avenue; the north bank of the North Branch of the Chicago River; and N. Drake Avenue (Map No. 13-J);

To classify as an R4 General Residence District instead of a B4-1 Restricted Service District the area bounded by

the alley next north of and parallel to W. Lawrence Avenue; a line 156 feet east of N. Kilpatrick Avenue; W. Lawrence Avenue; and N. Kilpatrick Avenue (Map No. 13-K);

To classify as an R4 General Residence District instead of an R3 General Residence District the area bounded by

W. 55th Street; the west line of the right of way of the Grand Trunk Western RR.; the alley next south of and parallel to W. 55th Street; and a line 250 feet east of S. Lawndale Avenue (Map No. 14-J);

To classify as an R4 General Residence District instead of a B4-2 Restricted Service District the area bounded by

a line 125 feet north of W. Bryn Mawr Avenue; N. Jersey Avenue; a line 220 feet south of W. Olive Avenue; and the alley next west of and parallel to N. Jersey Avenue (Map No. 15-J);

To classify as an R3 General Residence District instead of a B2-1 Restricted Retail District the area bounded by

W. Devon Avenue; a line 134 feet east of N. Avers Avenue; the alley next south of and parallel to W. Devon Avenue; and N. Avers Avenue (Map No. 15-J);

To classify as a B5-5 General Service District instead of a B3-2 General Retail District the area bounded by

W. Devon Avenue; a line drawn from a point 590.08 feet east of N. Lincoln Avenue along the south line of W. Devon Avenue to a point 809.53 feet northwest of N. McCormick Boulevard and 200 feet south of W. Devon Avenue; a line 240.75 feet northeast of N. Lincoln Avenue; a line 704.40 feet northwest of N. McCormick Boulevard; and N. Lincoln Avenue (Map No. 15-J);

To classify as a B4-1 Restricted Service District instead of an R3 General Residence District the area bounded by

W. Marquette Road; the alley next east of and parallel to S. Morgan Street; a line 104.5 feet south of W. Marquette Road; and S. Morgan Street (Map No. 16-G);

To classify as a C1-2 Restricted Commercial District instead of an R3 General Residence District the area bounded by

a line 115 feet north of W. 71st Street; S. Perry Avenue; W. 71st Street; and the alley next west of and parallel to S. Perry Avenue (Map No. 16-F);

To classify as an R6 General Residence District instead of an R5 General Residence District the area bounded by

a line 137.15 feet south of E. 76th Street; a line 202 feet east of South Shore Drive; a line 437.26 feet south of and parallel to E. 76th Street; and South Shore Drive (Map No. 18-B);

To classify as a B4-4 Restricted Service District instead of an R4 General Residence District the area bounded by

N. Rogers Avenue; N. Sheridan Road; a line 100 feet north of W. Howard Street; and the alley next west of and parallel to N. Sheridan Road (Map No. 19-G);

To classify as an R3 General Residence District instead of a B2-1 Restricted Retail District the area bounded by

the alley next north of and parallel to W. 87th Street; S. Francisco Avenue, or the line thereof if extended where no street exists; W. 87th Street; and a line 200 feet west of S. Francisco Avenue, or the line thereof if extended where no street exists (Map No. 20-I);

To classify as an R4 General Residence District instead of an M1-1 Restricted Manufacturing District the area bounded by

W. 84th Street; the southeast line of the right of way of the Wabash RR.; W. 84th Place; and W. Columbus Avenue (Map No. 20-J);

To classify as a C2-1 General Commercial District instead of a B4-1 Restricted Service District the area bounded by

E. 87th Street; the alley next west of and parallel to S. Essex Avenue; the alley next south of and parallel to E. 87th Street; and a line 75 feet west of the alley next west of and parallel to S. Essex Avenue (Map No. 22-B);

To classify as a C2-1 General Commercial District instead of an R3 General Residence District the area bounded by

E. 88th Street; S. South Chicago Avenue; a line 50 feet northwest of E. 88th Street; the alley next south of and parallel to E. 87th Street; and S. Kingston Avenue (Map No. 22-B);

To classify as a B4-1 Restricted Service District instead of an R3 General Residence District the area bounded by

E. 108th Street; the alley next east of and parallel to S. Ewing Avenue; a line 47 feet 4½ inches south of E. 108th Street; and S. Ewing Avenue (Map No. 26-A);

To classify as an R3 General Residence District instead of an M1-1 Restricted Manufacturing District the area bounded by

S. Avenue O; E. 130th Street; and a line 150 feet east of the east line of the right of way of the Pennsylvania RR. (Map No. 32-A).

# MISCELLANEOUS BUSINESS.

### Presence of Visitors Noted.

Honorable Richard J. Daley, Mayor, called the Council's attention to the presence of the following visitors:

Committee Members of Cabrini Green Home Art Center (42nd Ward): Mrs. Dorothy Jefferson, Chairman; Mrs. Esther Moton, Secretary and Mrs. Laura Mason, Program Coordinator;

30 students from Housing & Urban Development from Adult Training Program (42nd Ward), accompanied by Miss Lorie Hellerman;

25 students of the Senior Class from New Trier West High School, Northfield, Illinois, accompanied by Mrs. Nona Cox.

The visitors were welcomed and were invited to attend future meetings.

### Time Fixed for Next Succeeding Regular Meeting.

By unanimous consent Alderman Keane thereupon presented a proposed ordinance which reads as follows:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the next succeeding regular meeting of the City Council of the City of Chicago to be held after the regular meeting held on Wednesday, the seventeenth (17th) day of September, 1969, at 10:00 A.M., be and the same is hereby fixed to be held on Wednesday, the eighth (8th) day of October, 1969, at 10:00 A.M., in the Council Chamber in the City Hall.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Fifielski, Kerwin, O'Rourke, Sperling—43.

*Nays*—None.

## ADJOURNMENT.

Thereupon Alderman Krska moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Wednesday, October 8, 1969, at 10:00 A.M., in the Council Chamber in the City Hall.

John C Marcin

JOHN C. MARCIN,
*City Clerk.*

*(Published by Authority of the City Council of the City of Chicago)*

COPY

# JOURNAL *of the* PROCEEDINGS

OF THE

# CITY COUNCIL

OF THE

# CITY OF CHICAGO, ILLINOIS

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## Regular Meeting—Wednesday, October 8, 1969

at 10:00 A.M.

*(Council Chamber—City Hall—Chicago, Illinois)*

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## OFFICIAL RECORD.

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### Attendance at Meeting.

*Present*—Honorable Richard J. Daley, Mayor, and Aldermen Roti, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling.

*Absent*—Aldermen Hubbard, Fried.

### Call to Order.

On Wednesday, October 8, 1969, at 10:00 A.M. (the day and hour appointed for the meeting) Honorable Richard J. Daley, Mayor, called the City Council to order. John C. Marcin, City Clerk, called the roll of members and it was found that there were present at that time: Aldermen Roti, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Aiello, Casey, Cullerton, Laurino, Simon, McCutcheon, Singer, Fifielski, Hoellen, O'Rourke, Wigoda, Sperling—44.

Quorum present.

On motion of Alderman Bilandic and Alderman Roti, respectively, it was ordered noted in the record that Alderman Fried and Alderman Hubbard were absent because of illness.

### Invocation.

Reverend Granville W. Reed, Jr., Pastor, St. Paul African Methodist Episcopal Church, opened the meeting with prayer.

### JOURNAL (September 17, 1969).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on Wednesday, September 17, 1969, at 10:00 A.M., signed by him as such City Clerk.

Alderman Hines moved to *Approve* said printed Official Journal and to dispense with the reading thereof. The question being put, the motion *Prevailed.*

# REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

### *Referred*—MAYOR'S REAPPOINTMENTS AND APPOINTMENTS OF SPECIFIED MEMBERS OF COMMISSION FOR REHABILITATION OF PERSONS.

Honorable Richard J. Daley, Mayor, submitted the following communication, which was, at the request of two aldermen present (under the provisions of Council Rule 45) *Referred to the Committee on Health:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 8, 1969.

*To the Honorable, The City Council of the City of Chicago:*

GENTLEMEN—I have reappointed Mr. Lawrence E. Klinger as a member and chairman of the Commission for the Rehabilitation of Persons. I have reappointed the following individuals as members of the Commission for the Rehabilitation of Persons:

Louis Baldacci
Arthur G. Falls, M.D.
Maurice R. Fischer
Reuben E. Hedlund
Rev. Joseph Higgins
Frank J. Kobler, Ph.D.
Mrs. Helen Lynch
Very Rev. Msgr. I. McDermott
Brigadier Roland Quinn
Rev. William Seath
Jackson A. Smith, M.D.
George T. Stanton, M.D.
Minor K. Wilson

I have appointed the following individuals as members of the Commission for the Rehabilitation of Persons:

Justin O'Toole
Captain Thomas Frost
Alderman John Buchanan
Edward Lally

The terms of office are for two years. I respectfully request your approval of these appointments.

Very truly yours,
(Signed) RICHARD J. DALEY,
*Mayor.*

### *Referred*—PROPOSED ORDINANCE TO AUTHORIZE EXECUTION OF STEAM AGREEMENT BY AND BETWEEN CITY, COUNTY OF COOK AND PUBLIC BUILDING COMMISSION OF CHICAGO.

Honorable Richard J. Daley, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 8, 1969.

*To the Honorable, The City Council of the City of Chicago:*

GENTLEMEN—I transmit herewith a proposed ordinance authorizing the execution of a Steam Agreement by and between the City of Chicago, the County of Cook and the Public Building Commission of Chicago.

Your favorable consideration of this matter will be appreciated.

Very truly yours,
(Signed) RICHARD J. DALEY,
*Mayor.*

### *Referred*—THREE PROPOSED ORDINANCES TO AUTHORIZE FILING OF APPLICATIONS WITH U. S. DEPT. OF HOUSING AND URBAN DEVELOPMENT FOR ADVANCE PLANNING GRANTS.

Honorable Richard J. Daley, Mayor, submitted the following communication, which was, together with the proposed ordinances transmitted therewith, *Referred to the Committee on Finance:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 8, 1969.

*To the Honorable, The City Council of the City of Chicago:*

GENTLEMEN—At the request of the Commissioner of Public Works, I transmit herewith three ordinances authorizing the filing of applications with the United States Department of Housing and Urban Development for Advance Planning Grants.

One Grant in the amount of $275,000 is being sought for the purpose of financing engineering studies relative to a new Randolph Street bridge. The second Grant in the amount of $7,000,000 is being sought to finance the preliminary and final construction plans, specifications and estimates for the intermediate level of Wacker Drive and the third Grant in the amount of $250,000 will finance preliminary and final plans and specifications for Area 4 Police Headquarters.

Your favorable consideration of these three ordinances will be appreciated.

Very truly yours,
(Signed) RICHARD J. DALEY,
*Mayor.*

### *Referred*—PROPOSED ORDINANCE TO AUTHORIZE ACCEPTANCE OF THREE GRANTS FROM DEPT. OF PUBLIC WORKS AND BUILDINGS OF STATE OF ILLINOIS FOR SPECIFIED PURPOSES.

Honorable Richard J. Daley, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 8, 1969.

*To the Honorable, The City Council of the City of Chicago:*

GENTLEMEN—At the request of the Street Traffic

Commission, I transmit herewith an ordinance authorizing the acceptance of three Grants from the Department of Public Works and Buildings of the State of Illinois for the specific purposes set out in said ordinance.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) RICHARD J. DALEY,
*Mayor.*

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*Referred*—PROPOSED ORDINANCE TO RECLASSIFY CERTAIN PARCELS OF LAND AS PART OF APPROVED URBAN RENEWAL PLAN FOR LINCOLN PARK PROJECT I (MAP NO. 5-F).

Honorable Richard J. Daley, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Buildings and Zoning:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 8, 1969.

*To the Honorable, The Members of the City Council of the City of Chicago:*

GENTLEMEN—At the request of Mr. Lewis W. Hill, Chairman of the Department of Urban Renewal, I am transmitting herewith copies of a proposed map amendment to the Chicago Zoning Ordinance to reclassify certain parcels of land as part of the implementation of the approved Urban Renewal Plan for Lincoln Park Project I.

Your favorable consideration of this proposal is requested.

Very truly yours,
(Signed) RICHARD J. DALEY,
*Mayor.*

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### Tribute Paid to Late Justice Byron O. House.

Honorable Richard J. Daley, Mayor, on behalf of himself and the other members of the City Council presented the following proposed resolution:

WHEREAS, Almighty God, in His Infinite Wisdom, has summoned to eternal life Byron O. House, Justice of the Supreme Court of Illinois; and

WHEREAS, Justice House was a man for whom the legal profession was more than simply a way of earning a living: for him it was a way of life and a family tradition as well; for he was the son of a lawyer and the father of a lawyer; and when he was elected to the high court, it was to take the place of his brother-in-law, Justice Ralph Maxwell; and

WHEREAS, Justice House received his law degree from the University of Illinois in 1926 and became a prominent attorney in 30 years of practice; he served as state's attorney of Washington County and became a circuit judge in 1956; a year later he was elevated to the Supreme Court; and

WHEREAS, Justice House believed that "the law is living and dynamic rather than static"; he sought always, throughout his judicial career, to apply that belief to the hundreds of cases that came before him and his colleagues on the bench; and he labored constantly to make the administration of justice in Illinois more efficient and more effective; and

WHEREAS, Justice House will be remembered as a man who was both affable and hard-working, a man who was at home in both the cloistered life of a learned profession and in the outdoor life of the sportsman; now, therefore,

*Be It Resolved,* That the Mayor and members of the City Council of the City of Chicago, in meeting assembled this 8th day of October, A.D. 1969, declare their regret at the passing of Justice Byron O. House, a distinguished jurist, and extend to his family their sincere sympathy; and

*Be It Further Resolved,* That a suitable copy of this memorial resolution be presented to the family of Justice Byron O. House.

Alderman Sperling moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed resolution. The motion *Prevailed.*

On motion of Alderman Sperling said proposed resolution was *Adopted,* unanimously, by a rising vote.

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*CITY COUNCIL INFORMED AS TO MISCELLANEOUS DOCUMENTS FILED OR RECEIVED IN CITY CLERK'S OFFICE.*

John C. Marcin, City Clerk, informed the City Council that documents have been filed or received in his office, relating to the respective subjects designated, as follows:

*Proclamations.*

Proclamations of Honorable Richard J. Daley, Mayor, designating times for special observances as follows:

"Better Communications Week in the City of Chicago": November 10-16, 1969;

"Urban Gateways Day in Chicago": September 20, 1969;

"Hungarian Transylvania Cultural Association Day in Chicago": October 5, 1969;

"Vocational Guidance Week in Chicago": October 19-25, 1969;

"Midwest-Japan Association Day in Chicago": September 25, 1969;

"Karol Cardinal Wojtyla Day": September 27, 1969;

"Hungarian Revolution Day in Chicago": October 19, 1969;

"Warsaw Uprising Day in Chicago": October 4, 1969;

"General Von Steuben Day in Chicago": September 20, 1969;

"Blood Donor Month in Chicago": November 1-30, 1969;

"Cleaner Air Week in Chicago": Week of October 20, 1969;

"B'nai B'rith Month in Chicago": Month of October, 1969;

"National Business Women's Week in Chicago": October 19-25, 1969;

"Goodman Theatre Week in Chicago": October 20-26, 1969;

"Toastmasters' Month in Chicago": Month of October, 1969;

"Sweetest Day in Chicago": October 18, 1969;

"Chartered Property and Casualty Underwriters' Day": October 14, 1969;

"City of Hope Month in Chicago": Month of November, 1969;

"Illinois Federation of Women's Clubs Week in Chicago": Period beginning October 5, 1969;

"White Cane Day in Chicago": October 15, 1969;

"Give a Bible Week": December 1-7, 1969;

"Mount Sinai Hospital Medical Center Week in Chicago": October 26-November 1, 1969;

"Marine Band Day in Chicago": Sunday, October 19, 1969;

"Chicago Press Veterans' Day": Friday, November 7, 1969.

### *Acceptances and Bonds under Ordinances.*

Also acceptances and bonds under ordinances as follows:

Chicago Tribune Building Corp.: acceptance and bond under an ordinance passed on July 15, 1969 (loading platform, stairways, railings and elevator hatchway with machine room); filed on September 3, 1969;

Harris Trust and Savings Bank: acceptance and bond under an ordinance passed on June 23, 1969 (vault); filed on August 22, 1969;

Herman H. Hettler Lumber Co.: acceptance and bond under an ordinance passed on June 23, 1969 (railroad switch track); filed on August 25, 1969;

Northwestern University: acceptance and bond under an ordinance passed on July 29, 1969 (steam pipes and conduit); filed on September 18, 1969;

Norwegian-American Hospital, Inc.: acceptance and bond under an ordinance passed on June 23, 1969, as corrected July 8, 1969 (electrical conduits); filed on September 8, 1969;

1335 Astor Cooperative Building, Inc.: acceptance and bond under an ordinance passed on July 15, 1969 (vault); filed on September 16, 1969;

Wallace Business Forms, Inc.: acceptance and bond under an ordinance passed on July 29, 1969 (railroad switch track); filed on August 15, 1969.

### *State Approval of Ordinances Concerning M.F.T. Projects.*

Also communications from G. T. March, District Engineer, dated September 23, 1969, announcing that the Division of Highways of the Department of Public Works and Buildings of the State of Illinois has approved ordinances passed by the City Council on September 5, 1969 (involving expenditures of motor fuel tax funds), as follows:

Granting authority for construction and installation of Traffic-Control devices on Arterial Streets and State Highways;

Funds increased for Section Channelization 1966-5;

Granting authority for expenditure of funds for improvement of portion of N. Kedzie Avenue from N. Logan Boulevard to N. Emmett Street (Section Kedzie Avenue 2424.1-CS).

### *Duplicate Payrolls.*

Also duplicate payrolls for the periods ended on August 31 and September 15, 1969, received from Otto H. Loser, City Comptroller, as follows:

Police Department Payrolls 1180, 1180H, 1186 and 1187;

Fire Department Payrolls 1230, 1230H and 1235;

Miscellaneous Payrolls.

### *Reports and Documents of Commonwealth Edison Co.*

Also a communication (received on October 1, 1969) signed by William H. Colwell, Secretary of the Commonwealth Edison Company, which reads as follows:

> "Pursuant to the provision of the 1948 Franchise Ordinance granted to this Company, I am enclosing copies of reports of the Company, as listed below:
>
> Monthly report to Illinois Commerce Commission with respect to routine transactions with affiliates for the month of August, 1969.
>
> Statement, dated September 17, 1969, for bills issued in October, 1969, to Illinois Commerce Commission relating to Standard Contract Rider No. 20.
>
> Monthly statement to Federal Power Commission (F.P.C. Form No. 5), of electric operating revenues and income, for the month of August, 1969.
>
> Monthly power statement to Federal Power Commission (F.P.C. Form 12-E), for the month of July, 1969.
>
> Monthly power plant report to Federal Power Commission (F.P.C. Form No. 4), for the month of July, 1969.
>
> Report of Federal Power Commission (F.P.C. Form No. 12-F), of power line and generating station construction data for the year ended June 30, 1969".

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## *CITY COUNCIL INFORMED AS TO CERTAIN ACTIONS TAKEN.*

### *Pamphlet Publication of Ordinances.*

The City Clerk informed the City Council that all those ordinances which were passed by the City Council on September 17, 1969, and which were required by statute to be published in book or pamphlet form or in one or more newspapers, were published in pamphlet form on October 1, 1969 by being printed in full text in printed pamphlet copies of the Journal of the Proceedings of the City Council of the regular meeting held on September 17, 1969 [published by authority of the City Council in accordance with the provisions of Section 5-5 of the Municipal Code of Chicago, as passed on December 22, 1947], which printed pamphlet copies were delivered to the City Clerk on October 1, 1969.

### *Newspaper Publication of Ordinances.*

The City Clerk further informed the City Council that he had published in *Chicago Today,* a newspaper of general circulation published in the City of Chicago on September 19, 1969, the following ordinances passed by the City Council on September 17, 1969:

An ordinance entitled "An ordinance Authorizing the issuance of Working Cash Fund Bonds in the amount of $20,000,000 for the City of Chicago, and providing for the levy of taxes for the payment thereof";

An ordinance increasing the Municipal Retailer's Occupation Tax to 1% Rate of Taxation;

An ordinance increasing the Municipal Service Occupation Tax to 1% Rate of Taxation.

### *Filing of Certified Copies of Bond Issue Ordinance with County Clerks.*

The City Clerk further informed the City Council that he had filed with the County Clerk of Cook County on September 26, 1969 and with the County Clerk of Du Page County on September 30, 1969, respectively, certified copies of an ordinance to Authorize the Issuance of Working Cash Fund Bonds in the Amount of $20,000,000 for the City of Chicago, and Providing for the Levy of Taxes for Payment thereof, which ordinance was passed by the City Council on September 17, 1969.

### *Filing of Certified Copies of Ordinances Increasing Municipal Retailer's Occupation Tax and Municipal Service Occupation Tax.*

The City Clerk further informed the City Council that he filed with George E. Mahin, Director, State of Illinois Department of Revenue, Springfield, Illinois on September 30, 1969, two certified copies of ordinances to increase the Municipal Retailer's Occupation Tax and the Municipal Service Occupation Tax to one percent.

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## *MISCELLANEOUS COMMUNICATIONS, REPORTS, ETC. REQUIRING COUNCIL ACTION (TRANSMITTED TO CITY COUNCIL BY CITY CLERK).*

The City Clerk transmitted communications, reports, etc., relating to the respective subjects listed below, which were acted upon by the City Council in each case in the manner noted, as follows:

### *Monthly Report of Dept. of Health (Medical Examination and Emergency Treatment).*

A report of the Board of Health (Medical Examination and Emergency Treatment) for the month of September, 1969.—*Placed on File.*

### *Financial Statements of Chicago Parking Facilities and Chicago-O'Hare International Airport.*

Also a communication from Otto H. Loser, City Comptroller under date of October 7, 1969, addressed to the City Clerk, transmitting copies of the financial statements of Chicago Parking Facilities and Chicago-O'Hare International Airport for the six months ended June 30, 1969, which were *Placed on File.*

### *Court Decisions.*

Also communications from the Law Department addressed to the City Council, signed by Richard F. Friedman and Howard C. Goldman, Assistants Corporation Counsel and Marvin E. Aspen, Head of Appeals and Review Division, transmitting the following decisions, which were *Placed on File:*

*City of Chicago, Plaintiff-Appellant, vs. Severn Provus and Birdell Provus, Defendants-Appellees, Appellate Court No. 52693.* On September 30, 1969 the Appellate Court of Illinois rendered its opinion in the above entitled cause, affirming the judgment of the Circuit Court of Illinois. The plaintiff City filed a complaint against the defendants alleging twenty-one violations of the building ordinances. The defendants alleged the affirmative defense of estoppel by verdict as to four of the alleged violations in that an earlier case the identical defendants for the same four violations were found not guilty. The principal contention of the City in its appeal was that the Supreme Court of Illinois had relaxed the doctrine of estoppel in review cases and ruled that a prior judgment was subject to collateral attack where the municipality is exercising police powers where the public health and safety is affected. In the instant case the Appellate Court did not agree that the doctrine should be so extended.

*933-935 N. State Corp., Ira Cruenberg, President, Licensee-Plaintiff-Appellant vs. Richard J. Daley, Mayor and Local Liquor Control Commissioner of City of Chicago and License Appeal Commission of the City of Chicago, Defendants-Appellees, Illinois Appellate Court No. 53220.* This was an appeal from the findings of the Circuit Court of Cook County which sustained the ruling of the License Appeal Commission and the Local Liquor Control Commissioner revoking the liquor license of plaintiff on the grounds that he permitted lewd and indecent performances on the premises in violation of the law. The Appellate Court reversed the finding of the two Commissions and the lower Court holding that such decision was against the manifest weight of the evidence.

*William E. Davern, Jr. Plaintiff-Appellee, vs. Civil Service Commission of Chicago, Defendants-Appellants, Illinois Appellate Court No. 52147.* The Civil Service Commission of the City of Chicago had disapproved certification of plaintiff as a Chicago patrolman and ordered his name removed from the eligible list. The Circuit Court sitting in administrative review, reversed the decision and order of the Civil Service Commission. The Appellate Court held that the evidence adduced before the Civil Service Commission was mere heresay. Judgment of the Circuit Court is therefore affirmed.

### *Zoning Reclassifications of Particular Areas.*

Also applications (in triplicate) together with the proposed ordinances for amendment of the Chicago Zoning Ordinance, as amended, for the purpose of reclassifying particular areas, which were *Referred to the Committee on Buildings and Zoning,* as follows:

Paul R. Hoffman, Attorney—to classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map No. 18-J bounded by

> W. 72nd Street; S. Kedzie Avenue; a line 111 feet 5 inches south of W. 72nd Street; and the alley next west of and parallel to S. Kedzie Avenue;

Lasker & Hillstron, Inc.—to classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map No. 9-J bounded by

> W. Irving Park Road; a line 37 feet west of N. Lawndale Avenue; the alley next south of and parallel to W. Irving Park Road; N. Hamlin Avenue; W. Byron Street; the northeast line of the John F. Kennedy Expressway; a line 162 feet east of N. Pulaski Road; W. Dakin Street; a line 147 feet east of N. Pulaski Road; the alley next south of and parallel to W. Irving Park Road; and N. Springfield Avenue.

### *Statutory Protest against Pending Proposed Zoning Ordinance to Reclassify Certain Area.*

Also a statutory protest filed in the City Clerk's office on September 17, 1969, by persons purporting to be owners of at least 20% of the frontage involved in a pending proposed ordinance to reclassify from a B4-2 Restricted Service District to a C2-2 General Commercial District the area bounded by W. Wilson Avenue; N. Kedzie Avenue; a line 262 feet south of W. Wilson Avenue; and the alley next west of and parallel to N. Kedzie Avenue (Map No. 11-I).—*Referred to the Committee on Buildings and Zoning.*

### *Claims against City of Chicago.*

Also claims against the City of Chicago, which were *Referred to the Committee on Finance,* filed by the following:

> Allstate Insurance (5) Lorette Dies, Inc., Nancy L. Gaddis, Michael P. Keenan, Ray Riehm, and Perry Whittaker, Frank A. Baggech, Felipe Berrios, George Black for minor son James, Mrs. R. H. Bridier, Marvin Brooks, Curtis E. Burrell, John Calhoun, Samuel Campagna, Paul Cocose, Continental National American Group and LaSalle National Bank u/t 24807, Dunbar Builders Corp., Dorothy Earle, Thomas E. Furnett Trucking Co., George Fyock, Michael J. Gleason, Mildred Goral, Government Employees Insurance Co. (2) Harry Bush, and Walter Kruzel, Kenneth Gudim, Hajack Equipment Co., Hap and Leo Inc., Hathaway Thornton Agency and Jerry W. Smith, Aaron Hope, Estate of George Hunter, Marie Inglima, Richard E. Jones Agency, Inc., and Eolus M. Looper, Michael A. Kantor, Walter Kosek, Alice M. Leger, Anne G. Levitan, Morton Lewis, Robert J. Lundt, Marcie, Inc., James Markevicius, Lester McCarthy, Alfred E. Melton, Kenneth C. Mettler, Jr., Jesse Milton, Otis Mitchell, Charley Miyoshi, Leland T. Montgomery, Eugene Nakutny, Northern Excavators, Inc., c/o Helmut Kabbe, Bernadine Olsofka, John Poore, Glenn M. Radzik, Roberts, Lang, and Gray, Inc., John Rummel Cadillac, Inc., Irving and Rose Silverman, Frank Stanke, Mr. and Mrs. Virgil Stanton, State Farm Insurance and Jeanie Francis, Minnie Steiner, Taylor Electric Co., Edward L. Terry, Titan Realty, Mrs. Arthur Vigott, Melvin Washington, Mene Whatley, Mrs. C. B. Williams.

### *Proposal to Amend Specific Regulations Governing Public Passenger Vehicles.*

Also a communication from Arthur Dickholtz, President, Flash Cab Company, addressed to the City Clerk under date of October 6, 1969, transmitting proposed revisions of Chapter 28, Section 30 of the Municipal Code of Chicago, concerning taxicab rates between a point of origin and destination and including determination of "waiting time", etc., which was *Referred to the Committee on Local Transportation.*

### *Settlements of Suits with Entries of Judgments against City.*

Also a report from the Corporation Counsel addressed to the City Council under date of October 1, 1969 (signed by Brian M. Kilgallon, Assistant Corporation Counsel), as to suits against the City of Chicago in which settlements were made and judgments entered.—*Referred to the Committee on Finance.*

### *Certification as to Amounts of City's Contributions Required for Annuity and Benefit Funds for Year 1970.*

Also certified copies of resolutions adopted by the respective retirement boards of annuity and benefit funds, certifying to the City Council the amounts required to be contributed by the City for the year 1970, which were *Referred to the Committee on Finance,* as follows:

> The Retirement Board of the Firemen's Annuity and Benefit Fund of Chicago;
>
> Municipal Employees' Annuity and Benefit Fund of Chicago.

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### *Referred*—PROPOSED ORDINANCE RECOMMENDED BY BOARD OF LOCAL IMPROVEMENTS FOR *Repeal* OF CERTAIN IMPROVEMENT ORDINANCE.

The City Clerk transmitted a communication from Virgil A. Berg, Secretary of the Board of Local Improvements, addressed to him under date of October 2, 1969, and a proposed ordinance to *repeal* an ordinance passed on December 30, 1968 for the construction of a ten inch tile pipe sewer with three new concrete manholes and two new concrete catchbasins complete and for grading and paving with eight inches of Portland Cement Concrete and otherwise improving the roadway of the alley between W. 56th Street, W. 57th Street, S. Natoma Avenue and S. Normandy Avenue, which was *Referred to the Committee on Local Industries, Streets and Alleys.*

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### *Referred*—PROPOSED ORDINANCES RECOMMENDED BY BOARD OF LOCAL IMPROVEMENTS FOR ALLEY AND STREET IMPROVEMENTS.

The City Clerk transmitted the following communication addressed to him under date of October 7, 1969 (signed by Virgil A. Berg, Secretary of the Board of Local Improvements), which was, together with the proposed ordinances transmitted therewith, *Referred to the Committee on Local Industries, Streets and Alleys:*

> "Submitted herewith are seven (7) improvement ordinances for presentation to the City Council at its next regular meeting, October 8, 1969:
>
> "As provided in the Local Improvement Act, the Board has held public hearings on said improvements with reference to the extent, nature, kind, character and estimated cost thereof and recommends passage of said ordinances.
>
> Ward 21—Grading and paving alley between W. 106th Street, W. 107th Street, S. Green Street and S. Peoria Street, etc.;
>
> Ward 21—Grading, paving and improving S. SANGAMON STREET from the south line of W. 96th Street to the north line of W. 97th Street;
>
> Ward 23—Grading and paving alleys between W. Archer Avenue, W. 56th Street, S. Nottingham Avenue and S. Neva Avenue, etc.;
>
> Ward 23—Grading and paving alleys between W. Archer Avenue, W. 56th Street, S. New England Avenue and S. Newland Avenue;
>
> Ward 23—Grading and paving alley between W. 58th Street, W. 59th Street, S. New England Avenue and S. Newland Avenue;
>
> Ward 23—Grading and paving alley between W. 57th Street, W. 58th Street, S. Massasoit Avenue and S. Menard Avenue;

Ward 23—Grading and paving alley between W. 56th Street, W. 57th Street, S. Narragansett Avenue and S. Nagle Avenue".

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## Offers Accepted for Purchase of $20,000,000 Working Cash Fund Bonds of City of Chicago.

By unanimous consent Alderman Keane presented the following proposed ordinance:

ORDINANCE

Confirming Sale of $20,000,000 Working Cash Fund Bonds of the City of Chicago, County of Cook, Illinois.

WHEREAS, As directed by this City Council, the City Comptroller has advertised for sealed proposals for the purchase of bonds of the City described as follows:

> $20,000,000 Working Cash Fund Bonds dated July 1, 1969, due $3,000,000 on January 1 of each of the years 1971 and 1972, $2,500,000 on January 1 of each of the years 1973 to 1976, inclusive, and $2,000,000 on January 1 of each of the years 1977 and 1978,

as authorized by Sections 8-6-1 to 8-6-6, inclusive, of the Illinois Municipal Code, as amended by House Bill No. 2006, enacted at the regular session of the 76th General Assembly and approved by the Governor of the State of Illinois on August 11, 1969; and

WHEREAS, Bids for the purchase of said bonds, including payment of accrued interest, have been received as follows:

> Harris Trust And Savings Bank, The Northern Trust Company, Continental Illinois National Bank And Trust Company of Chicago, The First National Bank of Chicago, Halsey, Stuart & Co., Inc., As Joint Managers at 5.9485%; Chemical Bank New York Trust Company, Glore, Forgan, Wm. R. Staats, Inc. & Associates, As Joint Managers at 6.008505%; The Chase Manhattan Bank, N.A., First National City Bank, Bankers Trust Company, Smith Barney & Co., Incorporated and Associates as Joint Managers at 6.0324%; Morgan Guaranty Trust Company of New York (Manager) and Associates at 6.0459%;

and as provided by the notice of sale of said bonds said bids are to be considered by this City Council, and if an acceptable bid is received an ordinance will be adopted awarding said bonds and fixing the rate of interest the bonds are to bear; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. After due consideration of said bids it is determined that the offer to purchase said bonds by Harris Trust and Savings Bank, The Northern Trust Company, Continental Illinois National Bank And Trust Company of Chicago, The First National Bank of Chicago, Halsey, Stuart & Co., Inc. As Joint Managers at an effective rate of 5.9485% is the most advantageous to the City of Chicago, and is hereby accepted, and said bonds as described in the preamble hereof shall be executed, be numbered and bear interest as follows:

| *Numbers Inclusive* | *Amount* | *Maturity* | *Interest Rate* |
|---|---|---|---|
| 1- 600 | $3,000,000 | 1971 | 6.30% |
| 601-1200 | 3,000,000 | 1972 | 6.30% |
| 1201-1700 | $2,500,000 | 1973 | 5.90% |
| 1701-2200 | 2,500,000 | 1974 | 5.90% |
| 2201-2700 | 2,500,000 | 1975 | 5.90% |
| 2701-3200 | 2,500,000 | 1976 | 5.90% |
| 3201-3600 | 2,000,000 | 1977 | 5.90% |
| 3601-4000 | 2,000,000 | 1978 | 5.90% |
|  | $20,000,000 |  |  |

and upon receipt of such purchase price, including accrued interest from July 1, 1969 shall be delivered to said purchaser.

SECTION 2. That said bonds be executed by the officials of said City as provided for by the ordinance authorizing issue adopted on the 17th day of September, 1969, bearing interest at the rate or rates herein provided.

SECTION 3. That this ordinance shall be in full force and effect upon its adoption and approval.

Alderman Keane moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed ordinance. The motion *Prevailed.*

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Aiello, Casey, Cullerton, Laurino, Simon, McCutcheon, Singer, Fifielski, Hoellen, O'Rourke, Wigoda, Sperling—44.

*Nays*—None.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

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## *Placed on File*—NOTIFICATIONS AS TO SELECTIONS OF PROXIES TO AFFIX SIGNATURES OF MAYOR AND CITY COMPTROLLER TO SPECIFIED GENERAL OBLIGATION BONDS.

The City Clerk transmitted the following communications, which were *Placed on File:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 8, 1969.

*To the Honorable, The Members of the City Council of the City of Chicago:*

GENTLEMEN—Please take notice that I have selected and do hereby designate J. W. Parker as my proxy for me in my name, place and stead to affix my signature as Mayor of the City of Chicago to the following City of Chicago

> $20,000,000 OF WORKING CASH FUND BONDS—SERIES 1969 DATED JULY 1, 1969
>
> $3,000,000 due January 1 of each of the years 1971 and 1972, $2,500,000 due January 1 of each of the years 1973 to 1976 inclusive, and $2,000,000 due January 1 of each of the years 1977 and 1978, in denominations of $5,000 each, numbered as follows:

| | |
|---|---|
| 1 - 600 | $3,000,000 |
| 601 - 1200 | 3,000,000 |
| 1201 - 1700 | 2,500,000 |
| 1701 - 2200 | 2,500,000 |
| 2201 - 2700 | 2,500,000 |
| 2701 - 3200 | 2,500,000 |
| 3201 - 3600 | 2,000,000 |
| 3601 - 4000 | 2,000,000 |

Appended hereto is a written signature as my name is to appear on said bonds, executed by the said J. W. Parker with the proxy's own signature underneath as required by statute.

Very truly yours,

(Signed) RICHARD J. DALEY,
*Mayor.*

[Signatures appended as stated]

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CITY OF CHICAGO
OFFICE OF THE CITY COMPTROLLER

October 8, 1969.

*To the Honorable, The Members of the City Council of the City of Chicago:*

GENTLEMEN—Please take notice that I have selected and do hereby designate T. F. Murphy as my proxy for me in my name, place and stead to affix my signature as Comptroller of the City of Chicago to the following City of Chicago

$20,000,000 OF WORKING CASH FUND BONDS—SERIES 1969 DATED JULY 1, 1969

$3,000,000 due January 1 of each of the years 1971 and 1972, $2,500,000 due January 1 of each of the years 1973 to 1976 inclusive, and $2,000,000 due January 1 of each of the years 1977 and 1978, in denominations of $5,000 each, numbered as follows:

| | |
|---|---|
| 1 - 600 | $3,000,000 |
| 601 - 1200 | 3,000,000 |
| 1201 - 1700 | 2,500,000 |
| 1701 - 2200 | 2,500,000 |
| 2201 - 2700 | 2,500,000 |
| 2701 - 3200 | 2,500,000 |
| 3201 - 3600 | 2,000,000 |
| 3601 - 4000 | 2,000,000 |

Appended hereto is a written signature as my name is to appear on said bonds, executed by the said T. F. Murphy with the proxy's own signature underneath as required by statute.

Very truly yours,

(Signed) OTTO H. LOSER,
*City Comptroller.*

[Signatures appended as stated]

# REPORTS OF COMMITTEES.

Committee reports were submitted as indicated below. *No request under the statute was made by any two aldermen present to defer any of said reports for final action thereon, to the next regular meeting of the Council, except where otherwise indicated.*

## COMMITTEE ON FINANCE.

### Transfers of Funds in Appropriations Authorized and Directed.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, to authorize and direct transfers of funds in certain appropriations.

On motion of Alderman Keane the said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, Wigoda, Sperling—46.

*Nays*—None.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City Comptroller and the City Treasurer are authorized and directed to make the following transfers of funds for the year 1969. The department heads making the requests for these transfers have certified that such transfers from the accounts shown will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1969, payable from such appropriations:

| *From Account* | *Purpose* | *Amount* | *To Account* | *Purpose* | *Amount* |
|---|---|---|---|---|---|
| DEPARTMENT OF FINANCE—GENERAL | | | | | |
| 100.9112.984 | Taxes and Assessments on City property | $ 40,000.00 | 100.9112.942 | For paying the salary of any member of the Police or Fire Department killed in the line of duty for a period of one year commencing from the date of the death of the deceased member of the Police or Fire Department to the widow of the deceased member of the Police or Fire Department, etc. | $ 40,000.00 |
| DEPARTMENT OF POLICE | | | | | |
| 100.4110.146 | Statistical | 6,000.00 | 100.4110.330 | Food (for prisoners) | 6,000.00 |
| 100.4110.157 | Rental of Equipment and Services | 150,000.00 | 100.4110.320 | Gasoline | 150,000.00 |
| 100.4110.423 | Communication Devices | 85,000.00 | 100.4110.360 | Repair Parts and Materials | 85,000.00 |
| PUBLIC VEHICLE LICENSE COMMISSION | | | | | |
| 100.4850.700 | Contingencies | 250.00 | 100.4850.360 | Repair Parts and Materials | 250.00 |

SECTION 2. This ordinance shall be in force and effect from and after its passage.

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## Specified Banks Designated as Depositories for City of Chicago Model City Program Funds.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (referred to the committee on September 17, 1969):

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the following regularly established National and State banks, pursuant to an advertisement required by Section 21-9 of the Illinois Municipal Code and Section 7-30 of the Municipal Code of the City of Chicago, have submitted bids for the payment of interest upon money of the City of Chicago Model City Program Funds and each of said depositories has qualified by the filing of statements showing that each has aggregate Capital and Surplus of $500,000 or more:

Aetna State Bank
Amalgamated Trust & Savings Bank
American National Bank and Trust Company of Chicago
Archer National Bank of Chicago
Belmont National Bank of Chicago
Beverly Bank
Capital Bank of Chicago
Central National Bank in Chicago
Chicago City Bank and Trust Company
Citizens National Bank of Chicago
Civic Center Bank and Trust Company
Colonial Bank and Trust Co. of Chicago
Continental Illinois National Bank and Trust Company of Chicago
Cosmopolitan National Bank of Chicago
Devon Bank
District National Bank of Chicago
Drexel National Bank
Drovers National Bank of Chicago
First Commercial Bank
First National Bank of Chicago
Garfield Ridge Trust and Savings Bank
Harris Trust and Savings Bank
Hyde Park Bank and Trust Company
Independence Bank of Chicago
Irving Bank
Jefferson State Bank
Lakeside Bank
Lake View Trust and Savings Bank
LaSalle National Bank
Lawndale National Bank
Madison Bank & Trust Company
Main State Bank
Manufacturers National Bank
Marina City Bank
Merchandise National Bank of Chicago
Metropolitan Bank and Trust Company
Michigan Avenue National Bank of Chicago
Mid-City National Bank of Chicago
Mount Greenwood Bank
National Bank of Albany Park
National Bank of Austin
National Boulevard Bank of Chicago
National Republic Bank of Chicago
National Security Bank of Chicago
Northern Trust Company
North Shore National Bank of Chicago
O'Hare International Bank of Chicago
Pioneer Trust and Savings Bank
Pullman Bank and Trust Company
Republic Bank of Chicago
Sears Bank and Trust Company
Seaway National Bank of Chicago
South Central Bank
South East National Bank of Chicago
South Shore National Bank of Chicago
South Side Bank and Trust Company
Standard Bank and Trust Company
Steel City National Bank of Chicago
Union National Bank of Chicago
United of America Bank
Upper Avenue National Bank.

SECTION 2. The banks listed above are hereby designated as depositories for City of Chicago Model City Program Funds in which the City Treasurer may deposit monies received by him as City Treasurer.

SECTION 3. This ordinance shall be effective from and after its passage.

Alderman Keane moved to concur in the recommendations of the Committee and to pass said proposed ordinance.

Alderman O'Rourke moved to *Re-refer* said proposed ordinance to the Committee on Finance. Alderman Keane moved to *Lay the Motion to Re-refer on the Table.* The motion *Prevailed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Metcalfe, Holman, Lupo, Buchanan, Bilandic, Swinarski, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Aiello, Casey, Cullerton, Laurino, Simon, Fifielski, Kerwin, Wigoda—35.

*Nays*—Aldermen Despres, Rayner, Bohling, Cousins, Staszcuk, Scholl, McCutcheon, Singer, O'Rourke, Sperling—10.

Alderman Keane then moved to pass said proposed ordinance. The motion prevailed and said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Aiello, Casey, Cullerton, Laurino, Simon, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—45.

*Nays*—None.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

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## Authority Granted for Execution of Second Amendatory Contract Amending Grant Contract with U.S.A. for Code Enforcement Project No. Ill. E-1 (G).

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

WHEREAS, The City of Chicago and the United States of America entered into a Contract on the 3rd day of November, 1966 which provided for certain Federal financial assistance in connection with Code Enforcement Project Ill. E-1; and

WHEREAS, The United States of America has tendered to the City of Chicago, for its execution, a Second Amendatory Contract amending the Grant Contract No. Ill. E-1(G) to provide, primarily, for certain changes in the Code Enforcement Project boundaries, to conform with the boundaries of the Neighborhood Development Program of the City of Chicago; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the proposed Second Amendatory Contract amending Grant Contract for Code Enforcement Program No. Ill. E-1(G), incorporated herein by reference, in connection with the Code Enforcement Project, is hereby in all respects approved.

SECTION 2. That the Mayor of the City of Chicago is hereby authorized and directed to execute said proposed Second Amendatory Contract amending Contract No. Ill. E-1(G) By and Between the City of Chicago, and the United States of America, in two counterparts, on behalf of the Grantee; and the City Clerk of the City of Chicago, is hereby authorized and directed to impress and attest the official seal of the Grantee on each such counterpart and to forward such counterparts to the Department of Housing and Urban Development, together with such other documents relative to the approval and execution thereof as may be required by the Government.

SECTION 3. This ordinance is to become effective upon its passage and approval.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, Wigoda, Sperling—46.

*Nays*—None.

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## Application for and Acceptance of Grant Continuance from U.S.A. Authorized for Technical Assistance Grant Project No. 06-6-09128 for Phase III of Mid-Chicago Economic Development Study.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

WHEREAS, This Council, by action taken May 11, 1967 (C.J. p. 131) authorized the Mayor of the City of Chicago to accept Technical Assistance Grant Project No. 06-6-09128 from the Economic Development Administration of the U.S. Department of Commerce; and

WHEREAS, Pursuant to said authorization, the Chicago Committee for Economic and Cultural Development undertook a program of implementing the recommendations of the Mid-Chicago Economic Development Study; and

WHEREAS, This Council, by action taken July 11, 1968 (C.J. p. 3289), authorized the acceptance of a grant continuance for the purposes of funding Phase II of the said Mid-Chicago Economic Development Study; and

WHEREAS, Phase III of the said Mid-Chicago Economic Development Study requires continued federal funding in the amount of $150,600.00 under Title III Planning and Administrative Grants-in-Aid (Section 301b of Public Law 89-136), as well as a commitment for a local share of approximately $92,000.00 of the program cost; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Mayor of the City of Chicago is authorized to make application for and to accept a grant continuance of Technical Assistance Grant Project No. 06-6-09128 (the Mid-Chicago Economic Development Study . . . Phase III) from the Economic Development Administration of the U.S. Department of Commerce.

SECTION 2. That the Mayor of the City of Chicago is authorized to continue to commit staff, space and other consideration or credits in an amount of approximately $92,000.00 as the City of Chicago's local contribution to Phase III of the Mid-Chicago Economic Development Study.

SECTION 3. That the Chicago Committee for Economic and Cultural Development is authorized to continue the implementation of the Mid-Chicago Economic Development Study by undertaking Phase III thereof.

SECTION 4. That this ordinance shall be in force and effect from and after its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, Wigoda, Sperling—46.

*Nays*—None.

## Acceptance of Grant Authorized from U.S.A. for Feasibility Study of Potential for Manufacture of Synthetic Carpeting.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (referred to the committee on September 5, 1969):

WHEREAS, The U.S. Department of Commerce through the Office of Technical Assistance, Economic Development Administration, has made an Offer of a Grant in the amount of $10,500 to the Committee for Economic and Cultural Development of Chicago for the purpose of preparing a Feasibility Study of the Potential for the Manufacture of Tufted Synthetic Carpeting in the Chicago Area; and

WHEREAS, The Committee for Economic and Cultural Development of Chicago is desirous of making such a study which will be carried out in conjunction with the Mid-Chicago Economic Development Program likewise being federally funded; and

WHEREAS, The terms of the Grant Offer require a local contribution amounting to 25% of the total project; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Mayor of the City of Chicago is authorized to accept a Grant of $10,500 from the Economic Development Administration of the U.S. Department of Commerce to prepare a Feasibility Study of the Potential for the Manufacture of Tufted Synthetic Carpeting in the Chicago Area and to sign the necessary Grant Contract submitted by said Federal Department.

SECTION 2. That the Mayor of the City of Chicago is authorized to commit staff, space and other consideration or credits in the amount of $3,500 as the City of Chicago's local contribution to the proposed Feasibility Study.

SECTION 3. That the Committee for Economic and Cultural Development for Chicago is authorized to proceed with the execution of the Contract and to prepare the Study authorized therein.

SECTION 4. This ordinance shall be in force and effect after its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, Wigoda, Sperling—46.

*Nays*—None.

## Execution of Lease Agreement Authorized with Sky Chefs, Inc. for Construction of Flight Kitchen Facility at Chicago-O'Hare International Airport.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, to authorize the execution of a lease agreement with Sky Chefs, Inc. for construction of a Flight Kitchen Facility at Chicago-O'Hare International Airport.

On motion of Alderman Keane the said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, Wigoda, Sperling—46.

*Nays*—None.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Mayor, subject to attestation by the City Clerk, approval of the City Comptroller and Commissioner of Aviation, and by the Corporation Counsel as to form and legality, is authorized to execute in behalf of the City of Chicago an Agreement with Sky Chefs, Inc., for certain herein to be described premises at Chicago-O'Hare International Airport, said Agreement to be in the following form:

This Agreement, made this ........... day of .................... A.D. 1969, by and between the City of Chicago, a municipal corporation of the State of Illinois (hereinafter referred to as "Landlord"), and Sky Chefs, Inc., a corporation organized and existing by virtue of the laws of the State of Delaware (hereinafter referred to as "Tenant");

WITNESSETH:

That Landlord, for and in consideration of the covenants and agreements hereinafter contained, and made on the part of Tenant, does here demise and lease to Tenant the premises (hereinafter referred to as the "Demised Premises") on Chicago-O'Hare International Airport (hereinafter referred to as "Airport"), situated in the City of Chicago, Counties of Cook and DuPage, State of Illinois, known and described in accordance with the Chicago-O'Hare International Airport Rectangular Coordinate System with the basic point of said system set forth in Section 1 of an ordinance of the City of Chicago published in the Journal of the Proceedings of the City Council, dated July 11, 1957, pages 5777 to 5784 inclusive, all as shown on Exhibit "A" attached hereto and by this reference made a part hereof, subject only to an easement for any future installation, maintenance and replacement of such public utilities as may be necessary to be installed and which may traverse the demised premises.

The initial term of this Agreement shall be ten (10) years, commencing on the .......... day of ...................., A.D. 1969, and expiring on the ......... day of ................, A. D.1979, unless otherwise extended or terminated as hereinafter provided. In the event Tenant is not then in default hereunder, Tenant shall have the further right at its option of extending the term of this Agreement upon the terms and conditions specified herein for an additional period of ten (10) years by giving to Landlord a written notice of such election at least one hundred twenty (120) days before the expiration of the said initial term. Upon the giving of such notice the term of this Agreement shall thereby be extended for the additional ten (10) year period; provided, however, that during the extended term hereof if Tenant is not otherwise in default hereunder, Tenant shall have the right at any time upon six (6) months notice in writing to Landlord to cancel, terminate, and be released from any and all further liability under this Agreement.

In consideration of said demise and the covenants and Agreements hereinafter expressed, it is covenanted and agreed as follows:

*Article I*

This Agreement shall be subject and subordinate to:

(a) Any existing or future Federal or State statute or any existing or future lease or Agreement between Landlord and the United States or the State of Illinois relative to the development, construction, operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal or State funds for the development, construction, operation or maintenance of said Airport.

(b) The provisions of a deed from the United States to the City of Chicago appearing as Document No. 13747964, recorded on March 22, 1946, a release executed by the United States in favor of the City of Chicago as Document No. 17260008, recorded on July 15, 1958, a deed from the United States to the City of Chicago appearing as Document No. 17966152, recorded on September 16, 1960, and a release executed by the United States in favor of the City of Chicago, as Document No. 18246321, recorded on August 14, 1961, all in the office of the Recorder of Deeds, Cook County, Illinois.

(c) Other existing Agreements and leases between Landlord and the United States and any and all future releases, deeds, leases and Agreements hereafter granted or entered into by and between the United States and the City of Chicago with reference to the conveyance by the United States to the City of Chicago of any real or personal property under any existing or future Federal statutes authorizing the conveyance of such property by the Federal Government to the City of Chicago for airport purposes.

(d) Any lease and agreement heretofore executed by Landlord with airlines operating at O'Hare Airport, or any future lease and Agreement which Landlord may enter into with other airlines, provided such future lease and agreement shall be limited to the scope and character of the leases and agreements now in existence with airlines.

(e) Any existing Agreements and leases between Landlord and others relating to premises at the Airport.

*Article II*

As compensation for the privileges granted hereunder, and in addition to the rental charge hereinafter provided, Tenant agrees to pay to Landlord during each lease year of this Agreement, as hereinafter defined, and based on such lease year, a fee (hereinafter referred to as "Percentage Fee") equal to two per cent (2%) of the annual gross revenues, as hereinafter defined, derived by Tenant from its operations on, in, or from the Demised Premises. The aforesaid Percentage Fee shall be due monthly and paid on or before the 15th day of the calendar month next succeeding each and every calendar month of the term or portion thereof, on the basis of the Tenant's gross revenues for the preceding month. Each such monthly payment shall be made to the City Comptroller of the City of Chicago (hereinafter referred to as "Comptroller") and shall be accompanied by a report to Landlord showing Tenant's gross revenues for said month and cumulatively for the lease inclusive of said month. A duplicate copy of such report shall be sent to the Commissioner of Aviation of the City of Chicago (hereinafter referred to as "Commissioner of Aviation") at the same time.

In addition to the percentage fee hereinabove mentioned Tenant shall pay to Landlord at the Office of Comptroller on or before the first day of each calendar month during the term hereof and any extensions thereof, a monthly rental of Two Thousand Two Hundred Forty-two and 39/100 Dollars ($2,242.39), in advance, predicated on an annual rate of ten cents (10¢) per square foot of ground area within the Demised Premises. The first and last monthly payment may be pro-rated.

In addition to the rent and charges hereinabove outlined, Tenant shall pay all fees, charges, including utilities, license fees and taxes of whatever nature, if necessary, as required by law or ordinance of the City of Chicago.

"Gross Revenues", as used herein shall mean and include the total gross receipts derived by Tenant from any and all sources of business conducted on, in, or from the Demised Premises, including, but not limited, to the sales of all foods, beverages, and for services related thereto but for no other purposes whatsoever, by aircraft using the Airport; said food and food products shall not be consumed at the Airport. Said term shall not include, however, the receipts, if any, from the sale or exchange of Tenant's trade equipment, automotive vehicles, furniture, fixtures, furnishings, or leasehold improvements.

"Lease Year", as used herein shall mean a full year. The first lease year shall commence on the first day of the term hereof. Each succeeding and consecutive lease year shall begin on the anniversary of said day.

The Commissioner of Aviation and City Comptroller, or such representatives or public accountants as may be designated by them, are hereby given and granted the right at all reasonable times to examine and inspect the records and books of account of Tenant which shall be made available for examination on the Demised Premises and to make copies and excerpts therefrom that may be necessary to make a full, proper, and complete audit of all business transacted by Tenant in connection with its operation hereunder.

### *Article III*

Landlord hereby grants to Tenant a non-exclusive privilege, in common with others that Landlord may from time to time so authorize, to operate at the Airport a business of preparing, handling, and selling meals, food and beverages to be served as in-flight meals on aircraft and for services related thereto but for no other purpose whatsoever.

In connection therewith Tenant is granted the exclusive use of the Demised Premises, subject to the terms and provisions hereof and to rules and regulations promulgated by Landlord, for the foregoing privileges and for the operation of related administrative offices, parking, loading, unloading of aircraft trucks, delivery trucks or automobiles of employees and others having business with Tenant, and for no other purpose whatsoever. It is understood that parking on the Demised Premises will be at all times without charge and will only be permitted for and in connection with Tenant business.

Landlord covenants that it shall not during the term hereof grant to any other individual, firm, or corporation, occupying space on the Airport, a similar privilege on terms or conditions more favorable than those granted to Tenant by the provisions of this Agreement.

### *Article IV*

Tenant, after securing necessary permits therefor, shall, at its own cost and expense, erect and install on the Demised Premises structures and improvements (hereinafter referred to as "Flight Kitchen") at a total capital expenditure of not less than Five Hundred Thousand Dollars ($500,000), including architect's and engineer's fees, cost of plans and specifications, and other costs incidental to such erection and installation. Plans and specifications, and changes thereto, for all such structures and improvements shall be subject to the advance approval in writing of the Commissioner of Aviation and Commissioner of Public Works of the City of Chicago (hereinafter referred to as "Commissioner of Public Works").

During the period of construction, all construction work, workmanship, materials and installations involved in or incidental to the construction of the Flight Kitchen shall be subject at all times to inspection by Landlord. Tenant shall give or cause to be given to the Commissioner of Aviation and Commissioner of Public Works advance notice before starting any new work, and shall provide and cause its contractors and sub-contractors to provide reasonable and necessary facilities for inspection. Tenant shall cause all construction, work, workmanship, materials, and installations to be in full compliance with plans and specifications.

Tenant shall reimburse Landlord for the cost of reviewing said plans and specifications, inspections or other related engineering services upon receipt of a warrant from Landlord.

Landlord has constructed roadways and lines for water, sewage, electricity, gas and storm drainage in the vicinity of the Demised Premises as indicated on Exhibit "B" attached hereto and made a part hereof. Tenant is granted the right and privilege, at its own expense, to continue the construction of such roadways, lines, and drainage ditches to serve the facility to be constructed on the Demised Premises, all in accordance with plans and specifications as outlined and approved by the Commissioner of Aviation and the Commissioner of Public Works.

It is understood and agreed that prior to commencement of construction, the plans of Flight Kitchen shall be submitted to the District Airport Engineer of the Federal Aviation Administration, pursuant to Part 77 of the Federal Aviation Regulations. Evidence of such submission and action thereon shall be transmitted to the Commissioner of Aviation and the Commissioner of Public Works.

Upon completion of building it shall thereafter not be enlarged without in each case the consent in writing of the Commissioner of Aviation and the Commissioner of Public Works first had and obtained and permits received therefor.

Tenant shall at all times throughout the term hereof maintain the Flight Kitchen and all other portions of the Demised Premises in good and serviceable condition and repair.

The Tenant shall cause to be removed any and all liens of any nature arising out of or because of any construction performed by the Tenant or any of its contractors or sub-contractors upon the Tenant's premises or arising out of or because of the performance of any work or labor to it or them at said premises or the furnishing of any materials to it or them for use at said premises.

### *Article V*

Tenant shall have the right, throughout the term of this Agreement and for use on the Demised Premises hereunder, to lease certain restaurant trade equipment, furniture, and fixtures which will in fact be owned by a reputable equipment rental company approved by the Commissioner of Aviation and be rented to Tenant either directly from such rental company or by way of an equipment sublease or assignment of an equipment sublease from an equipment sublessor. If Tenant elects to exercise such right, Landlord agrees to recognize in such equipment the property rights therein of the equipment lessor, sublessor or assignee. Provided, (1) that prior to installation or use of any leased equipment, Landlord shall be furnished with a listing thereof which shall be kept current by appropriate written notice of amendment by Tenant to Landlord; and (2) that all such leased equipment shall bear a permanently affixed identification indicating its ownership by the particular lessor, sublessor, or assignee.

Landlord agrees that all such items of leased equipment shall be and remain personal property notwithstanding the fact the same may be attached or affixed to real property. Tenant, and the lessor, sublessor, or assignee to the extent of their respective interests in such equipment, shall have the right at any time to remove or replace any and all such equipment, regardless of whether attached or affixed to real property; provided, that any damage caused to real property by such removal or replacement, shall be repaired to the satisfaction of Landlord by and at the expense of Tenant.

Except as herein provided, Landlord expressly waives any claim arising by reason of any Landlord's lien or otherwise, with respect to leased trade equipment. With respect to trade equipment installed or used by Tenant which are not under lease, Tenant shall have the right at any time during the term or upon termination of this agreement to remove or replace such non-leased trade equipment; Subject, However, to any valid lien which Landlord may have thereon for unpaid fees or charges, and Provided, that upon removal of any such facilities, Tenant shall at its sole expense restore the premises to a condition satisfactory to Landlord. Tenant shall be deemed to have abandoned to Landlord any trade equipment and other property of Tenant which it has failed to remove from such premises within fifteen (15) calendar days after the end of the period of this Agreement or effective date of termination thereof, unless Landlord shall grant in writing a further period for this purpose.

"Trade equipment", as used herein shall mean furniture, furnishings, special lighting fixtures, draperies, decorations, appliances, trade fixtures, and equipment, furnished and installed or used by Tenant.

### *Article VI*

Tenant shall also install, maintain, and operate such obstruction or warning lights on structures in or constituting part of the Demised Premises as may from time to time be required to conform to Federal Aviation Agency standards or to conform to standards prescribed by any other governmental agency having jurisdiction.

Tenant shall not install, erect or place, or permit others to so do, any illuminated signs, placards, displays or other advertising media on Flight Kitchen or elsewhere on Airport, without the prior written consent of the Commissioner of Aviation.

Landlord, by its representatives, shall have the right at any reasonable time, and as often as it considers necessary, to inspect the Demised Premises and (without any obligation so to do) to enter thereon to direct Tenant to make ordinary repairs to insure a continuing quality.

### *Article VII*

Title to the said Flight Kitchen and related improvements to the Demised Premises and to any and all subsequent alterations, modifications, and enlargements thereof, shall upon completion vest in Landlord.

In the event that the Demised Premises are required for Airport purposes prior to the expiration of this Agreement, the Commissioner of Aviation may, upon sixty (60) days advance written notice to the Tenant, direct Tenant to vacate the same provided that Landlord, within sixty (60) days after Tenant's removal therefrom, will pay to Tenant the unamortized portion of the cost of the permanent structures and improvements constructed and installed thereon; such amortization to be computed on a straight line basis over the period from the completion of said improvements to the expiration date of the initial term hereof.

### *Article VIII*

Landlord hereby grants to Tenant the right of access and ingress to and egress from the Demised Premises by Tenant and its employees, contractors, suppliers, servicemen, sublessees, guests, patrons and invitees; provided, that such rights of access, ingress and egress, are at all times exercised in conformance with any and all regulations promulgated by Landlord or the Commissioner of Aviation or other lawful authority, for the care, operation, maintenance and protection of the Airport and the public.

The operations of Tenant and its employees shall be conducted in an orderly and proper manner so as not to annoy, disturb or be offensive to others at the Airport. Landlord shall have the right to complain to Tenant as to the demeanor, conduct, or appearance of Tenant employees, whereupon Tenant will take all steps necessary to remove the cause of the complaint.

Tenant and its employees, invitees, and those doing business with it shall have no right hereunder to park vehicles upon the Airport premises, other than in places demised to Tenant pursuant to this Agreement, or except in regular parking areas upon payment of regular charges therefor.

### *Article IX*

Tenant shall provide a complete and proper arrangement for the adequate sanitary handling and disposal off the Airport of all trash, garbage and other refuse caused as a result of the operation of its business. Tenant shall provide and use suitable covered metal receptacles for all garbage, trash and other refuse on or in connection with the Demised Premises. Piling of boxes, cartons, barrels, or other similar items, in an unsightly or unsafe manner, on or about the Demised Premises, is forbidden. The method of handling and disposing of trash, garbage and other refuse shall at all times be subject to approval of the Commissioner of Aviation.

### *Article X*

Tenant shall not be obligated to operate the Demised Premises or to pay ground rent therefor during any time when all of the Demised Premises shall be untenantable, as determined solely by the Commissioner of Aviation, through no fault or negligence of Tenant, its employees and agents. In the event the Demised Premises are partially untenantable, as determined solely by the Commissioner of Aviation, through no fault or negligence of Tenant, its employees and agents, Tenant shall not be obligated to operate such part of the Demised Premises and the rent shall be proportionately and equitably abated. In the event that the Airport shall be closed for any period of time by any order or direction of Landlord or any other governmental authority or agency, or by any order or direction of any court of competent jurisdiction, the rental shall abate for the period of such closing.

### *Article XI*

Tenant, at the expense of Tenant, shall keep in force, during the term of this Agreement, insurance issued by responsible insurance companies, in forms, kinds and amounts as determined and directed by Comptroller for the protection of Landlord and/or Tenant. Insurance requirements hereunder shall be subject to the sole determination of Comptroller.

Said insurance may include, but need not be limited to, insurance coverages commonly known as, or similar in kind to, Public Liability, Products Liability, Property Damage, Fire and Extended Coverage, Workmen's Compensation, Scaffolding Act, and such other insurance coverage as deemed required in the sole determination of Comptroller. All policies or endorsements thereto shall in all cases where possible name Landlord as co-insured thereunder.

In event the improvements on the Demised Premises are financed by a loan or loans for that purpose secured by an assignment of Tenant's interest in and to this Agreement, the fire and extended coverage insurance on such improvements shall be payable to such assignee, subject to an agreement (which may be contained in such assignment) that the proceeds thereof shall be applied to the cost of rebuilding, but that if for reasons beyond the control of Tenant and such assignee the said improvements cannot be rebuilt, or if it would be impractical at the time to so rebuild, then the proceeds of such insurance shall be applied first to the payment of any such then outstanding loan and the balance thereof shall be paid over to the Landlord.

Upon determination by said Comptroller of all Insurance required, in the forms, kinds and amounts directed to be procured, Tenant shall deliver all policy originals or duplicate originals and endorsements thereto or certificates showing such insurance to be in effect, to Comptroller which shall be appended hereto as Exhibit "C".

In any event, Tenant is not to commence to exercise any of the rights and privileges granted under this Agreement until such time as all insurance directed and required to be furnished by Tenant is in full force and effect.

Tenant expressly understands and agrees that any insurance protection furnished by Tenant hereunder shall in no way limit its responsibility to indemnify and save harmless Landlord under the provisions of this Agreement.

Tenant shall, before commencing construction of Flight Kitchen, furnish to Comptroller a Performance Bond in form similar to City Form No. P. W. O. 62 in the full amount of the Flight Kitchen contract with sureties satisfactory to said Comptroller.

### *Article XII*

Landlord shall not be liable to Tenant, or to Tenant's agents, representatives or employees for any injury to, or death of any of them or of any other person or for any damage to any of Tenant's property or loss of revenue, caused by any third persons in the maintenance, construction or operation of said O'Hare Airport, its appurtenances, facilities and equipment, or caused by and any third persons using said Airport or its appurtenances, facilities and equipment, or navigating any aircraft on or over said Airport, whether such injury, death or damage is due to negligence or otherwise. Third persons as used herein shall include the United States of America, State of Illinois or any of their agencies and all persons other than the City of Chicago.

Except as to the Demised Premises the Landlord reserves the right to regulate, police, and further develop, improve, reconstruct, modify or otherwise alter said O'Hare Airport and any portion in such manner as Landlord sees fit, regardless of the desires or views of the Tenant.

The Tenant shall assume all risks incident to or in connection with its business to be conducted hereunder and shall be solely responsible for all accidents or injuries of whatever nature or kind to persons or property caused by its operations at said Airport and shall indemnify, defend and save harmless the Landlord, its authorized agents and representatives, from any penalties for violation of any law, ordinance or regulation affecting its operations, and from any and all claims, suits, losses, damages or injuries to persons or property of whatsoever kind or nature arising directly or indirectly out of the operation of such business, or resulting from the carelessness, negligence or improper conduct of the Tenant, or any of its agents or employees.

Landlord shall not be liable to Tenant for damage to property of Tenant or any loss of revenues to Tenant resulting from Landlord's acts, omission or neglect in the maintenance and operation of the Airport facilities.

### *Article XIII*

In the event the building to be constructed upon the Demised Premises shall be damaged or destroyed by fire or other casualty, the same shall be promptly repaired or rebuild by Landlord at its expense from, after and only to the extent of insurance proceeds received by Landlord therefor, but Landlord shall not be obligated to repair or rebuild any fixtures, equipment and other personal property installed by Tenant pursuant to this Agreement.

In the event of any damage or destruction by fire or other casualty to the Demised Premises Tenant shall immediately, at its expense, replace and repair any and all fixtures, equipment and other personal property, installed by it pursuant to this Agreement.

### *Article XIV*

Tenant, its officers, agents, employees, and any other persons over which Tenant has control, shall comply with all lawful rules and regulations and amendments or supplements thereto governing or related to the use of the Airport or of the Demised Premises as may from time to time be promulgated by Landlord in the interests of health, safety, sanitation and good order which are not inconsistent with applicable rules and regulations of any Federal, State or local governmental body having jurisdiction with respect thereto.

Tenant shall at all times faithfully obey and comply with all lawful present and future laws and ordinances of Federal, State or local governmental bodies and rules and regulations lawfully promulgated thereunder, whether or not of the type enumerated, applicable to, or affecting Tenant and its operations and activities in the Demised Premises or elsewhere at the Airport not inconsistent with the provisions of this Agreement.

### *Article XV*

Tenant covenants not to assign, transfer, not to sublet, license or permit the use of the premises or any part thereof, except to a wholly owned, affiliated or subsidiary company, without the consent in writing of the Commissioner of Aviation and the City Council first had and obtained, nor permit any transfer by operation of law of its interest created thereby. Any such assignment, transfer, sublease, license or permission when and if approved shall be in writing and promptly upon execution thereof, Tenant shall furnish two (2) copies to Landlord for its files.

It is contemplated that the Tenant may seek to finance the improvements designated herein as the Flight Kitchen by obtaining a loan. It is agreed that the Tenant may, without further approval of the Landlord, assign and set over to such lender all of Tenant's right, title and interest in and to this Agreement for the purpose of securing such loan. Any such assignee-lender shall thereupon acquire no greater interest in the Demised Premises than that of the Tenant as herein provided. In event of any foreclosure under such financing, and then only during the initial term hereof, the assignee-lender shall have the further right to assign its interest in this Agreement to a person or company of good reputation and qualified to operate the type of business herein authorized and who will be subject to the same terms and conditions as herein contained.

In the event an assignment, sublease, license or permit to use the aforesaid premises, or any part thereof, is approved by Landlord, under no circumstances shall the income derived by Tenant therefrom exceed the amount of a proportionate share of Tenant's obligations and expenses, under the terms of this Agreement. Landlord expressly reserves the right to assess an extra charge against any approved assignee, sublessee, licensee or permittee hereunder.

It is expressly understood and agreed that the only activity which Tenant may conduct on or from the Demised Premises, directly or indirectly, alone or through others, is only as authorized under the terms of this Agreement.

This Agreement does not constitute either party the agent or representative of the other for any purpose whatsoever.

Landlord covenants that Tenant shall and may peaceably and quietly have, hold and enjoy the premises or space leased exclusively to it during the term of the letting thereof and any extension of said term, unless such term or extension thereof shall cease, close or expire sooner or shall be terminated as provided in this instrument.

### *Article XVI*

Tenant agrees that in performing under this agreement it shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, age or national origin, nor otherwise commit an unfair employment practice. Tenant further agrees that this article will be incorporated by Tenant in all contracts entered into with suppliers of materials or services, contractors and subcontractors, and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this agreement. Attention is called to Executive Order 11246 issued September 24, 1965, 3 CFR p. 567, 1966; The Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241 et sub.; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 1967, CH 38, Secs. 13-1 to 13-4 inclusive; July 8, 1933, Ill. Rev. Stat. 1967, CH 38, Secs. 13-1 to 13-4 inclusive; July 8, 1933, Ill. Rev. Stat. 1967, CH 29, Secs. 17 to 24 inclusive; July 21, 1961, Ill. Rev. Stat. 1967, CH 48, Secs. 851 to 866 inclusive, and July 26, 1967, Ill. Rev. Stat. 1967, CH 48, Secs. 881 to 887 inclusive, and an ordinance passed by the City Council of the City of Chicago, August 21, 1945, page 3877 of the Journal of the Proceedings.

To demonstrate compliance the Tenant and his contractors and subcontractors will furnish such reports and information as requested by the Chicago Commission on Human Relations.

### *Article XVII*

This Agreement shall not and will not, nor shall any copy thereof, or any statement, paper or affidavit, in any way or manner referring hereto, be filed in the office of the Recorder of Deeds of Cook or DuPage Counties, Illinois, or in any other public office, by Tenant or any one acting for Tenant and that if the same be so filed, this Agreement and each and every provision hereof shall, at the option of Landlord, be and become absolutely null and void and Landlord may declare such filing a breach of this Agreement.

### *Article XVIII*

In any of the following events Landlord, at any time hereafter, shall have the right at Landlord's election immediately to terminate this Agreement.

In the event Tenant shall fail to pay the rent in the amounts and at the times and in the manner herein provided and such failure shall continue for fifteen (15) or more days after written notice thereof shall have been given to Tenant.

In the event Tenant shall fail to keep and perform or shall violate the terms, covenants and conditions of this Agreement on its part to be kept and performed, and Tenant shall not have cured or corrected such failure or violation within thirty (30) days after written notice thereof shall have been given to Tenant.

If Tenant shall make an assignment for the benefit of creditors, or shall file a petition in bankruptcy, or shall be adjudged a bankrupt, and such adjudication be not stayed or vacated within 90 days thereafter, or the interest of Tenant under this Agreement shall be levied upon and sold upon execution or shall by operation of law become vested in another person, firm or corporation because of the insolvency of Tenant; or in the event that a receiver or Trustee shall be appointed for Tenant or the interest of Tenant under this Agreement, and such appointment has not been vacated within 90 days thereafter.

In the event Tenant shall vacate or abandon said premises, or shall permit the same to remain vacant or unoccupied without the consent of Landlord first had and obtained.

### *Article XIX*

Upon the occurence of any one or more of the events of default herein specified, Tenant's right to possession of the Demised Premises shall terminate and Tenant shall surrender possession thereof immediately. In such event Tenant hereby grants to Landlord full and free license to enter into and upon said premises, or any part thereof, to take possession thereof, with or without process of law, and to expel and remove Tenant or any other person who may be occupying the said premises, or any part thereof, and Landlord may use such force in and about expelling and removing Tenant and said other person as may reasonably be necessary; and Landlord may repossess itself of the said premises as of its former estate, but said entry of said premises shall not constitute a trespass or forcible entry or detainer, nor shall it cause a forefeiture of rents due by virtue hereof, nor a waiver of any covenant, agreement or promise in said lease contained, to be performed by Tenant. Tenant shall make no claim of any kind against Landlord, its agents and representatives by reason of such termination or any act incident thereto.

In addition to terminating this Agreement Landlord may sue for and recover all damages and rent accrued or accruing under this Agreement or arising out of any breach thereof.

Landlord may, if it so elects, pursue any other remedies provided by law for the breach of this Agreement or any of its terms, covenants, conditions or stipulations. No right or remedy herein conferred upon or reserved to Landlord or Tenant is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now hereafter existing at law or at equity or by statute.

The acceptance of rent by Landlord, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by Tenant, or the giving or making of any notice or demand, whether according to any statutory provision or not, or any act or series of acts except an express waiver in writing, shall not be construed as a waiver of Landlord's right to act or of any other right hereby given Landlord, or as an election not to proceed under the provisions of this Agreement.

The obligation of Tenant to pay the rent reserved hereby during the balance of the term hereof, or during any extension hereof, shall not be deemed to be waived, released or terminated by the service of any five (5) day notice, other notice to collect, demand for possession, or notice that the tenancy hereby created will be terminated on the date therein named, the institution of any action of forcible detainer or ejectment of any judgment for possession that may be rendered in such action, or any other act or acts resulting in the termination of Tenant's right to possession of the Demised Premises. Landlord may collect and receive any rent due from Tenant, and payment or receipt thereof shall not waive or affect any such notice, demand or suit, or in any manner whatsoever waive, affect, change, modify or alter any rights or remedies which Landlord may have by virtue hereof.

*Article XX*

This Agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Illinois.

Notices to the Landlord provided for herein shall be sent by registered or certified United States mail, postage prepaid, addressed to the Commissioner of Aviation of the City of Chicago, City Hall, Chicago 60602, Illinois, and notices to Tenant provided for herein shall be sent by registered or certified United States mail, postage prepaid addressed to Tenant, Sky Chefs, Inc., 605 Third Avenue, New York, N.Y. 10016, or in either case to such other respective parties and addressees as the parties hereto may designate in writing from time to time, and such notices shall be deemed to have been given when so sent.

This Agreement consisting of Articles numbered I to XX and exhibits lettered "A" and "B" constitutes the entire Agreement between the parties, and no warranties, inducements, considerations promises or other inferences shall be implied or impressed upon such Agreement that are not set forth herein at length.

Execution of this Agreement authorized by ordinance of the City Council of the City of Chicago passed ..................... (C.J.P..........) which date shall be the commencement date of the term hereof.

In Witness Whereof, the parties hereto have caused this instrument to be signed under their respective seals on the day and year first above written.

[Signature forms and Exhibits "A" and "B" omitted]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

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## Execution of Lease Agreement Authorized with United Service Organizations, Inc. for Lounge Facilities, Etc. in Terminal Building No. 2 at Chicago-O'Hare International Airport.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, to authorize execution of a lease agreement with United Service Organizations, Inc. for lounge facilities in Terminal Building at Chicago-O'Hare International Airport.

On motion of Alderman Keane the said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, Wigoda, Sperling—46.

*Nays*—None.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Aviation and the City Comptroller, subject to approval as to form and legality of the Corporation Counsel, are authorized to execute in behalf of the City of Chicago an agreement with United Service Organizations, Inc., of Chicago at Chicago-O'Hare International Airport, said agreement to be in the following form:

This Agreement made this ......................... day of .................................. A.D. ........................., between the City of Chicago, a municipal corporation of the State of Illinois, hereinafter called "Landlord" and United Service Organizations, Inc., of Chicago a corporation organized and existing by virtue of the laws of the State of Illinois, hereinafter called "Tenant".

WITNESSETH:

That Landlord, for and in consideration of the terms and conditions, both general and special, hereinafter contained and made on the part of Tenant, does hereby grant to Tenant for use only by Tenant, the privileges hereinafter described on premises at Chicago-O'Hare International Airport, hereinafter called "Airport" in the City of Chicago, Counties of Cook and DuPage, State of Illinois.

This agreement shall consist of three parts:

Part I—General Conditions
Part II—Special Conditions numbered 1 to 4
Part III—Exhibits and Attachments lettered A

All constituting the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences, shall be implied or impressed upon such agreement that are not set forth herein at length.

[Part I—General Conditions attached to this ordinance is common to "Part I—General Conditions" printed on pages 5551-5554 of the Journal of Proceedings of May 14, 1969]

PART II—SPECIAL CONDITIONS

1. *Premises*

Landlord, for and in consideration of the covenants and agreements herein mentioned, to be kept and performed by both parties hereto, does hereby demise to Tenant, the premises designated as follows:

Space 2A56-U1 containing 1,200 square feet in Terminal Buildings No. 2 at Chicago-O'Hare International Airport, all as shown outlined in red on Exhibit "A" attached hereto, and by this reference made a part hereof.

2. *Purpose*

Tenant agrees that the premises herein demised are to be used to provide lounge facilities and assistance for active military personnel and their dependents.

3. *Term*

The term of this Agreement shall be for a period commencing on ........................................., the date of approval of authorizing ordinance by the City Council and terminating June 30, 1974. It is understood and agreed that notwithstanding the above term, either party may cancel and terminate this Agreement upon sixty (60) days notice to the other party in writing of its election so to do.

4. *Rental*

Tenant shall pay to Landlord as annual rent for the demised premises the sum of One Dollar ($1.00) per year or fraction thereof, and performance of services as outlined in the Purpose clause. The annual payment of One Dollar ($1.00) is to be made at the office of the Comptroller for the period July 1, 1969, through June 30, 1970, and thereafter in advance on July 1 of each year of the term hereof for the year or fraction thereof ending on the last day of June of the next following year or on any other earlier day of termination.

In Witness Whereof, the parties hereto have caused this instrument to be executed under their respective seals on the day and year first above written.

[Signature forms and Exhibit "A" omitted]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

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## Authority Granted for Execution of Lease Agreement with National Sporting Goods Assn., Inc. for Space at Navy Pier.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, to authorize execution of lease agreement with National Sporting Goods Association, Inc. for space for a Trade Show at Navy Pier.

On motion of Alderman Keane the said proposed ordinance was *Passed*, by yeas and nays as follows:

*Yeas*—Aldermen Roti, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, Wigoda, Sperling—46.

*Nays*—None.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Port Director and the City Comptroller, subject to approval as to form and legality of the Corporation Counsel are authorized to execute in behalf of the City of Chicago an agreement with National Sporting Goods Association, Inc., 717 North Michigan Avenue, Chicago, Illinois 60611, said agreement to be in the following form:

This Agreement made this 30th day of July A.D. 1969, between the City of Chicago, a municipal corporation of the State of Illinois, hereinafter called "Landlord" and National Sporting Goods Association, Inc., a corporation organized and existing by virtue of the laws of the State of Missouri, hereinafter called "Tenant".

WITNESSETH:

That Landlord, for and in consideration of the terms and conditions, both general and special, hereinafter contained and made on the part of Tenant, does hereby grant to Tenant for use only by Tenant, the privileges hereinafter described on premises at Navy Pier, Foot of Grand Avenue, Chicago, Illinois 60611, hereinafter called "Pier", a plat of said Pier being attached hereto.

This Agreement shall consist of three parts:

Part I—General Conditions
Part II—Special Conditions numbered 1 to 5
Part III—Exhibits and Attachments lettered A

All constituting the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences, shall be implied or impressed upon such agreement that are not set forth herein at length.

[Part I—General Conditions attached to this ordinance is common to "Part I—General Conditions" printed on pages 5386-5389 of the Journal of Proceedings of April 25, 1969]

### PART II—SPECIAL CONDITIONS

1. *Premises*

Landlord leases to Tenant the following areas of Navy Pier, Chicago, Illinois 60611, and areas known as "lean-to-areas" that may be available for storage purposes (without additional cost) that are immediately adjacent and adjoining the leased area, all as appears on the attached Exhibit:

| | |
|---|---|
| 143,880 sq. ft. | North Hall |
| 147,840 sq. ft. | South Hall |
| 7,000 sq. ft. | West Hall |
| 298,720 sq. ft. | Total—Gross |

2. *Purpose*

Tenant shall use the demised premises for the purpose of Staging Trade Show Featuring Sporting Goods and Associated Merchandise, and for no other purpose whatsoever.

3. *Term*

The term of this Agreement shall begin on the 30th day of January, 1970, at 12:01 A.M. and shall terminate on the 6th day of February, 1970, at 12:00 midnight.

4. *Rental*

Tenant shall pay landlord as rent for the demised premises at the rate of .12¢ per square foot for the entire period of occupancy the total sum of Thirty Five Thousand Eight Hundred Forty-six and 40/100 Dollars ($35,846.40), payable as follows:

A. $5,000.00 upon the execution of this Agreement by Tenant, and

B. the balance on or before the 30th day prior to the first day of the term hereof,

said rental payments to be made by certified check at the office of the Port Director, Navy Pier, Chicago, Illinois 60611.

5. *Operations*

A. Tenant shall deposit with the Director on or before the 30th day prior to the first day of the term hereof a certified check in the sum of $7,500.00 as a deposit on account of utilities and services furnished by Landlord and to be paid by Tenant.

B. No alcoholic beverages of any kind shall be sold, given away or used in the demised premises.

C. Unless consent in writing from the Director is first received, Tenant shall not operate or put up any engine, motor or machinery on the demised premises or use oils, burning fluids, camphene, kerosene, naptha or gasoline for either mechanical or other purposes, or any other agent other than electricity for illuminating the demised premises.

D. No portion of the sidewalks, entries, passageways, vestibules, halls or stairways, or access to public utilities of said building shall be obstructed by Tenant or used for any other purpose other than for ingress and egress from the demised premises. The doors, skylights, stairways or openings that reflect or admit light into any place in the building, including hallways, corridors and passageways, radiators and house lighting appurtenances shall not be covered or obstructed by Tenant. The water closets or other water apparatus shall not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, papers or other substances shall be thrown therein. Tenant will permit no chair or movable seat to be or remain in the passageways and will keep said passageways clear at all times.

E. If said premises or any portion of said building thereof including any and all utilities shall be damaged by the act, default or negligence of the Tenant, or of Tenant's agents, employees, patrons, guests, or any person admitted to said premises by Tenant, Tenant shall pay to Landlord upon demand such sum as shall be necessary to restore said premises to their present condition. Tenant hereby assumes full responsibility for the acts and conduct of all persons admitted to said premises or any portion of said building by the consent of the Tenant or by or with the consent of any person acting for or in behalf of said Tenant, and said Tenant agrees to have on hand at all times, at its own expense, such security force as is deemed necessary by the Director to maintain order and to protect persons and property.

F. It shall be the sole responsibility and authority of the Fire Commissioner of the City of Chicago in determining the total number of persons to be admitted at any and all times to Navy Pier, or any part or section thereof, and his decision, or that of his authorized representative shall be final.

G. Landlord shall have the exclusive right to collect and have custody of articles left in the building by persons attending any performance, exhibition or entertainment given or held in the demised premises, and Tenant, or any persons in Tenant's employ, shall not collect nor interfere with the collection or custody of such articles.

H. Landlord reserves the right to eject any objectionable person or persons from said building, and upon the exercise of this right by the Director, his representatives, agents or policemen, the Tenant hereby waives any right and all claims for agents for damages against the City of Chicago and its employees and agents.

I. Designated staff members of the City of Chicago may enter the building and all of the demised premises at any time and on any occasion.

J. Tenant shall not transmit a description of any portion of its operation by means of radio broadcasting or television without first having received written permission from the Director.

K. Landlord reserves the exclusive right to enter into contracts with concessionaires for the operation of any and all concessions in or about the building known as Navy Pier, and further reserves the right to place and locate these concessionaires wherever Landlord deems necessary, be they in the premises herein demised or elsewhere in and about the said building. Tenant is expressly forbidden from entering into its own concession agreements for any product or service, and herewith agrees that it shall make available to the Landlord's concessionaires whatever space is deemed necessary by the Director for purposes of ingress, egress and servicing said concessions.

L. No performance, exhibition or entertainment shall be given or held on the demised premises which shall be objected to by Landlord.

M. Tenant shall provide at its own expense all porters and matrons for toilet areas to keep same in an exceptionally clean and sanitary condition and shall also provide at its own expense all ticket sellers, ticket takers, ushers, crowd directors and any security service required on the direction of the Director.

N. Any and all matters not herein expressly provided for shall be at the discretion of the Director.

In Witness Whereof, the parties hereto have caused this instrument to be signed in triplicate under their respective seals on the day and year first above written.

[Signature forms and Exhibit omitted]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

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## City Comptroller Authorized to Accept Compromise Offers in Settlement of Certain Warrants for Collection.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

*Ordered,* That the City Comptroller is authorized in accordance with his requests dated September 15 and 25, 1969 and the attached recommendations of the Corporation Counsel to accept compromise offers in settlement of various warrants for collection as follows:

| *Year* | *Warrant Number* | *Amount* | *Compromise Offer* |
|---|---|---|---|
| 1965 | F-1025A | $ 64.82 | $ 48.00 |
| 1965 | F-1382B | 79.49 | 60.00 |
| 1969 | F-3047 | 58.10 | 42.00 |
| 1969 | F-3097A | 63.74 | 38.24 |
| 1969 | F-3146 | 221.35 | 166.00 |
| 1969 | F-3181 | 106.95 | 80.00 |
| 1969 | F-3433 | 52.54 | 38.00 |
| 1969 | N-4217 | 17.55 | 13.00 |
| 1969 | N-4506 | 15.42 | 11.57 |
| 1969 | N-4514 | 33.69 | 25.27 |
| 1969 | N-4339 | 29.50 | 22.12 |
| 1969 | D-98822 | 453.85 | 340.39 |
| 1969 | D-98840A | 549.06 | 411.80 |
| 1969 | F-1684 | 242.92 | 160.00 |
| 1965 | F-1704 | 33.00 | 25.00 |
| 1967 | F-1718A | 255.40 | 191.55 |
| 1968 | F-1812 | 41.32 | 33.00 |
| 1968 | F-2406 | 236.82 | 157.88 |
| 1969 | F-3237 | 436.56 | 325.00 |
| 1969 | F-3230 | 128.80 | 96.60 |
| 1969 | F-3238 | 903.16 | 632.20 |
| 1969 | F-3419 | 184.80 | 138.60 |

| *Year* | *Warrant Number* | *Amount* | *Compromise Offer* |
|---|---|---|---|
| 1969 | F-3485 | $534.55 | $400.91 |
| 1969 | F-3520 | 113.45 | 85.09 |
| 1969 | F-3529A | 295.91 | 147.95 |
| 1969 | F-3771 | 192.83 | 173.55 |
| 1968 | N-4556 | 2,460.78 | 1,845.57 |
| 1969 | G-67 | 129.87 | 97.00 |
| 1969 | D-98531 | 254.55 | 190.90 |
| 1969 | D-98535 | 354.47 | 265.87 |
| 1969 | D-98839 | 383.01 | 285.00. |

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, Wigoda, Sperling—46.

*Nays*—None.

### City Comptroller Authorized to Cancel Certain Uncollectible Warrants for Collection.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

> *Ordered,* That the City Comptroller is authorized in accordance with his request dated September 26, 1969, to cancel the uncollectible warrants for collection in the amount of $2,659.40, as listed in his communication.

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, Wigoda, Sperling—46.

*Nays*—None.

### City Comptroller Authorized and Directed to Cancel Warrants for Collection Issued against Certain Charitable, Educational and Religious Institutions.

The Committee on Finance to which had been referred (September 17, 1969) seven proposed orders for cancellation of certain warrants for collection issued against specified charitable, educational and religious institutions, submitted reports recommending that the City Council pass the following substitute proposed order:

> *Ordered,* That the City Comptroller is hereby authorized and directed to cancel specified warrants for collection issued against certain charitable, educational and religious institutions, as follows:

| *Name and Address* | *Warrant No. and Type of Inspection* | *Amount* |
|---|---|---|
| Basilica of Queen of All Saints, No. 6280 N. Sauganash Av. | A1-8671<br>(Elev.) | $ 11.50 |
| Bethany Church, No. 5030 N. Ashland Av. | D1-36622<br>(Sign) | 32.00 |
| Crawford Bible Church, No. 4153 W. 31st St. | D1-16305<br>(Sign) | 7.50 |
| Lutheran Welfare Services of Illinois Thrift Shop, No. 3031 N. Central Av. | F4-23687<br>(Mech. Vent.) | 4.75 |
| Park View Home, No. 1401 N. California Av. | C2-41791<br>(Refrig.) | 195.00 |
| Second Church of Christ Scientist, No. 2700 N. Pine Grove Av. | A1-9345<br>(Elev.) | 11.50 |
| The Washington and Jane Smith Home, No. 11335 S. Western Av. | P1-15765<br>(Fuel Burning Equip.) | 30.00. |

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, Wigoda, Sperling—46.

*Nays*—None.

### Authority Granted for Issuance of Free Permits, License Fee Exemptions and Cancellation of Water Rates for Certain Charitable, Educational and Religious Institutions.

The Committee on Finance to which had been referred (September 5 and 17, 1969) five proposed ordinances transmitted therewith to authorize issuance of free permits, license fee exemption and cancellation of water rates for certain charitable, educational and religious institutions, submitted reports recommending that the City Council pass said proposed ordinances.

On separate motions made by Alderman Keane *each* of the said proposed ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, Wigoda, Sperling—46.

*Nays*—None.

Said ordinances as passed read respectively as follows (the Italic heading in each case not being a part of the ordinance):

### FREE PERMITS

### *The Catholic Bishop of Chicago (Sacred Heart Church)*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Buildings, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Water and Sewers and the Commissioner of Health, are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to The Catholic Bishop of Chicago (Sacred Heart Church), for the construction of a new convent and an addition to existing school building and for the use of water in conjunction therewith, on the premises known as No. 2864 E. 96th Street.

Said building shall be used exclusively for religious and educational purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

### *LaRabida Sanitarium*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Buildings, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Water and Sewers and the Commissioner of Health, are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to LaRabida Sanitarium, for remodeling and renovation of existing physical therapy building, for all electrical work, and for the use of water in conjunction with such project, on the premises located at E. 65th Street and Lake Michigan.

Said building shall be used exclusively for medical and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

### *St. Luke's Lutheran Church of Logan Square*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Buildings, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Water and Sewers and the Commissioner of Health, are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to St. Luke's Lutheran Church of Logan Square, for renovation and remodeling of existing parsonage building, for all electrical work, and for the use of water in conjunction with such project, on the premises known as No. 2645 N. Francisco Avenue.

Said building shall be used exclusively for religious and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

### LICENSE FEE EXEMPTIONS

### *(Day Care Centers)*

### *Lutheran Welfare Services of Illinois*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from the payment of the license fee for the current license period, which expires April 30, 1970: Lutheran Welfare Services of Illinois, No. 364 W. Oak Street.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

### CANCELLATION OF WATER RATES

### *Church of America*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 185-47 of the Municipal Code of Chicago, the Commissioner of Water and Sewers is hereby authorized and directed to cancel water rates in the amount of $17.30, assessed against Church of America, Nos. 8250-8258 S. Ingleside Avenue.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

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## Authority Granted for Issuance of Certificates of Cancellation in Settlement of City's Special-Assessment Claims against Specified Parcels of Property.

The Committee on Finance submitted a report recommending that the City Council pass four proposed ordinances transmitted therewith, to authorize settlement of City's special-assessment claims against specified parcels of property.

On separate motions made by Alderman Keane *each* of the said proposed ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, Wigoda, Sperling—46.

*Nays*—None.

Said ordinances as passed read respectively as follows (the Italic heading in each case not being a part of the ordinance):

### *Compromise Settlement with Leon Meyer*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $39.72, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Leon Meyer, to compromise the City's claim for the sum of $50.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $50.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Leon Meyer, certificates of cancellation of special assessment liens against:

> West half (W½) of Lot Two (2) Block Fourteen (14) Vincennes Road Addition, a Subdivision of the West half (W½) Southeast quarter (SE¼) and East half (E½) Southwest quarter (SW¼) of Dummy Road, Original Block Thirty (30) Washington Heights, Section 19, Township 37 North, Range 14 East of the Third Principal Meridian;

for the nonpayment of the Flat Installment of Special Assessment Warrant No. 53038.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with John A. Hennessey (No. 6820 S. Aberdeen St.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $146.62, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from John A. Hennessey, to compromise the City's claim for the sum of $200.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $200.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said John A. Hennessey, certificates of cancellation of special assessment liens against:

> Lot Nine (9) Block Six (6) Lee's Subdivision West half (W½) Southeast one-quarter (SE¼) Section 20, Township 38 North, Range 14 East of the Third Principal Meridian;

for the nonpayments of Fourth and Fifth Installments of Special Assessment Warrant No. 52026.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with John A. Hennessey (No. 4756 S. Lafin St.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $500.42, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from John A. Hennessey, to compromise the City's claim for the sum of $625.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $625.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said John A. Hennessey, certificates of cancellation of special assessment liens against:

> Lot 32, Block 6 in Kay's Addition to Chicago NW¼, NW¼, NW¼, S½, NW¼, NW¼, Section 8, Township 38 North, Range 14 East of the Third Principal Meridian;

for the nonpayment of Flat Installment of Special Assessment Warrant No. 54556 and Second, Third, Fourth and Fifth Installments of Special Assessment Warrant No. 53327, also First, Second, Third, Fourth and Fifth Installments of Special Assessment Warrant No. 55045.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with John A. Hennessey (Nos. 1444-1446 W. 110th St.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $149.94, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from John A. Hennessey, to compromise the City's claim for the sum of $200.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $200.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said John A. Hennessey, certificates of cancellation of special assessment liens against:

> Lots One Forty-five (145) and One Forty-six (146) in E. A. Cummings & Co. Addition to Morgan Park, Subdivision of Blocks One (1) to Eight (8) inclusive in Weage's Subdivision, Southwest quarter (SW¼) Southwest quarter (SW¼) of Section 17, Township 37 North, Range 14 East of the Third Principal Meridian;

for the nonpayment of the Second, Third, Fourth and Fifth Installments of Special Assessment Warrant No. 47823 and the Flat Installment of Special Assessment Warrant No. 53663.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

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## Acceptance of Bid of Sears, Roebuck and Co. Authorized for Purchase of City-Owned Property at Nos. 301-309 W. Adams St.

**The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:**

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The City of Chicago hereby accepts the bid of Sears, Roebuck and Company to purchase for the sum of Four Hundred Seventy-five Thousand and no/100 Dollars ($475,000.00) the City-owned improved property described as follows:

The North Three quarters of Lots 1 and 2 in

Block 83 in School Section Addition in the West half of the North East quarter of Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, also known as Nos. 301-309 W. Adams Street.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest a Quitclaim Deed conveying all interest of the City of Chicago in and to said property to said purchaser, subject however to existing leases, party wall agreements and general taxes levied on said property.

SECTION 3. The City Clerk is authorized to deliver the deposit check of Forty-seven Thousand Five Hundred and no/100 Dollars ($47,500.00) submitted by said bidder to the City Comptroller, who is authorized to deliver said Deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. This ordinance shall be in effect from and after its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, Wigoda, Sperling—46.

*Nays*—None.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

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### Acceptance Authorized of Easement Agreement between City and Exchange National Bank (as Trustee) Needed for Construction of S. Kedzie Av. Bridge.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Public Works be and he is hereby authorized and directed to execute, the City Clerk to attest, upon approval as to form and legality by the Corporation Counsel, a certain Agreement between Exchange National Bank of Chicago, Trustee, and the City of Chicago, affecting certain lands adjacent to the construction of the S. Kedzie Avenue Bridge, which agreement is in form and substance as follows:

AGREEMENT

This Agreement made and entered into this ...................... day of ......................, 19......, by and between the Exchange National Bank of Chicago as Trustee under Trust No. 20888 hereinafter known as "Owner" and the City of Chicago, a municipal corporation of the State of Illinois, hereinafter referred to as "City".

WITNESSETH:

Whereas, City proposes to construct a bridge and approaches thereto over the South Branch of the Chicago River in South Kedzie Avenue, part of which will be adjacent and contiguous to the abutting real estate of the Owner;

Whereas, the new elevation of South Kedzie Avenue adjoining property of Owner requires the relocation of Owner's driveway;

Now, Therefore, in consideration of the mutual promises and covenants set forth herein it is agreed as follows:

City does hereby promise to install a new concrete driveway and a bituminous parking area on the property of Owner, to be located and constructed as shown on Drawing No. 30763, File No. 11-A50-37 attached hereto and made a part hereof.

All of the aforementioned work shall be coordinated with the operations of Owner wherever possible and necessary precautions will be taken to safeguard the property of Owner.

Owner does hereby grant to City, its contractors, agents or employees the right to enter upon the property of Owner adjoining the South Kedzie Avenue Bridge and approaches for the purpose of performing all of the aforementioned construction work.

Owner hereby releases City from any and all liability for damages to the abutting property of Owner that may be caused by or arising out of or resulting from the widening and changing of grade of South Kedzie Avenue as a result of the construction of this bridge and approaches and other changes in conditions resulting therefrom, excepting however, any physical damage to property of Owner caused by negligence of the City, its contractors or agents.

Owner does hereby acknowledge full satisfaction for all such liabilities, claims, demands, actions and causes of action, if any, that may hereafter accrue as a result of the construction and existence of said S. Kedzie Avenue Bridge and approaches and appurtenances thereto.

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their duly authorized officers the day and year hereinabove set forth.

[Signature forms and drawing omitted]

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, Wigoda, Sperling—46.

*Nays*—None.

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### Allocation of M.F.T. Funds Increased for Construction of W. 35th St. Bridge.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That Section 1 of the ordinance of

April 17, 1968, page 2616 of the Council Journal, which allocated the sum of $600,000.00 from the City's share of the Motor Fuel Tax Fund for the construction of the W. 35th Street Bridge, be amended by deleting therefrom the amount $600,000.00 as set forth in line five thereof and substituting therefor the amount $670,000.00.

SECTION 2. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when properly approved by the Commissioner of Public Works.

SECTION 3. The City Clerk is directed to transmit two certified copies of this ordinance to the Division of Highways of the Department of Public Works and Buildings of the State of Illinois, through the District Engineer for District No. 10 of said Division of Highways.

SECTION 4. This ordinance shall be in force and effect from and after its passage and approval.

**On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:**

*Yeas*—Aldermen Roti, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, Wigoda, Sperling—46.

*Nays*—None.

## Authority Granted for Acquisition of Two Parcels of Property Needed for Construction of Health Service Center (Nos. 647-649 W. 63rd St.).

**The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:**

*Ordered,* That the Corporation Counsel, in accordance with his recommendation of July 22, 1969, is hereby authorized to acquire the following-described property needed for the construction of a Health Service Center, to wit:

*Parcel 19-9*

Lot 1 (except the east 209 feet) and Lot 4 (except the east 209 feet and the south 23.5 feet) in Block 4 in Linden Grove's Subdivision, being the Northwest 35 acres and the South 90 acres of the Northwest Quarter of Section 21, Township 38 North, Range 14 East of the Third Principal Meridian;

*also*

Lot 1 in Du Breuil's Subdivision of Lots 2 and 3 and the South 23½ feet of Lot 4, also Lots 5 to 16, both inclusive, in Block 4 of Linden Grove's Subdivision aforesaid, all in Cook County, Illinois,

for the amount of twenty thousand six hundred and no/100 dollars ($20,600.00), plus court costs, and the City Comptroller and the City Treasurer are authorized and directed to issue vouchers and pay the amount when approved by the Corporation Counsel from appropriations made under Fund No. 429-1320-801 and transfer said money to the Fund 736 Parking Revenue Sinking Fund.

**On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:**

*Yeas*—Aldermen Roti, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, Wigoda, Sperling—46.

*Nays*—None.

## Authority Granted for Installation of Traffic-Control Signals at Specified Locations.

**The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:**

*Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to install traffic control signals as follows:

| *Intersection* | *Estimated Cost* |
|---|---|
| N. Paulina Street and W. Belmont Avenue | $14,204.84 |
| S. Western Avenue and W. 18th Street | 14,699.40. |

**On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:**

*Yeas*—Aldermen Roti, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, Wigoda, Sperling—46.

*Nays*—None.

## Authority Granted for Acquisition of Property for Urban Renewal Redevelopment Project Madison-Kedzie.

**The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:**

*Ordered,* That the Corporation Counsel, in accordance with his recommendation of August 5, 1969, is hereby authorized to acquire the following-described property from the parking facility in connection with the Urban Renewal Redevelopment Propect Madison-Kedzie, to wit:

The South 26 feet of Lots 1 through 4,

Also

The South 26¼ feet of the North 52½ feet of the South 78½ feet of Lots 1 through 4,

Also

The South 100 feet of Lots 5 through 9 inclusive and of Lots 10 through 21 inclusive all in Block 1 of Central Park second addition being a subdivision of Lots 1, 2, 6, 7, 8, 12, 13, 14, 15, 19 and 20,

and Also

Lot 5 (except alley) and the South 100 feet of Lots 3 and 4 (except alley) all in Superior Court Partition in the East half of the Northeast quarter of the Northeast quarter of Section 14, Township 39 North, Range 13 East of the Third Principal Meridian, all in Cook County, Illinois,

for the amount of one hundred ninety-three thousand and no/100 dollars ($193,000.00), and the City Comptroller and the City Treasurer are authorized and directed to issue vouchers and pay the amount when approved by the Corporation Counsel from appropriations made under Fund No. 429-1320-801 and transfer said money to the Fund 736 Parking Revenue Sinking Fund.

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, Wigoda, Sperling—46.

*Nays*—None.

### Authority Granted for Acquisition of Property for Redevelopment Project Madison-Canal (MC-1-16).

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

*Ordered,* That the Corporation Counsel, in accordance with his recommendation of August 27, 1969, is hereby authorized to acquire the following-described property needed for the Madison-Canal Project, to wit:

*Parcel MC-1-16*

Lot 5 and the North 40 feet of Lot 8 in Block 49, original town of Chicago in the South part of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois,

in the amount of four hundred seventy-five thousand and no/100 dollars ($475,000.00) and the City Comptroller and the City Treasurer are authorized and directed to issue vouchers and pay the amount when approved by the Corporation Counsel from appropriations made under Fund No. 902-1320-640.

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, Wigoda, Sperling—46.

*Nays*—None.

### Payment of Judgment Awards Authorized for Acquisition of Four Parcels of Property for Redevelopment of Project Madison-Canal.

The Committee on Finance submitted a report recommending that the City Council pass a proposed order transmitted therewith, to authorize the acquisition of four parcels of property for redevelopment of Project Madison-Canal.

On motion of Alderman Keane the said proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, Wigoda, Sperling—46.

*Nays*—None.

The following is said order as passed:

*Ordered,* That the Corporation Counsel, in accordance with his recommendation of August 27, 1969, is hereby authorized to acquire the following-described property needed for the Madison-Canal Redevelopment Project, to wit:

*Parcel MC-2-6*

The East 20 feet of Lot 1 in Canal Trustee's Subdivision of Lot 7 (except the North 20 feet) and Lot 10 in Block 48 in Original Town of Chicago, in the Southwest Quarter of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois,

in the amount of thirty-nine thousand and no/100 dollars ($39,000.00) plus court costs, and the City Comptroller and the City Treasurer are authorized and directed to issue vouchers and pay the amount when approved by the Corporation Counsel from appropriations made under Fund No. 902-1320-640; and

*Be It Further Ordered,* That the Corporation Counsel, in accordance with his recommendation of August 27, 1969, is hereby authorized to acquire the following-described property needed for the Madison-Canal Project, to wit:

*Parcel MC-2-7*

That part of Lot 9 in Block 48 and Sub Lot 3 of Canal Trustees Subdivision of Lot 8 in Block 48 in Original Town of Chicago in the Southwest Quarter of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, described as follows:

Commencing at a point on the North line of Madison Street 112.84 feet West of the Southeast corner of Lot 9, being at the Southwest corner of premises owned by Flora L. Moseley; thence North in the middle of an 18 inch wall between premises herein described and those owned by said Flora L. Moseley, 100 feet to the North line of Sub Lot 3; thence West 38.06 feet to the East line of Public Alley lying West of and adjoining said Lot 9 and Sub Lot 3 of Lot 8; thence South along the East line of said alley and West line of said Lot 9 and Sub Lot 3 of Lot 8, 100 feet to the North line of Madison Street; thence East on the North line of Madison Street 38.04 feet to the place of beginning, in Cook County, Illinois,

in the amount of sixty-three thousand and no/100 dollars ($63,000.00) plus court costs, and the City Comptroller and the City Treasurer are authorized and directed to issue vouchers and pay the amount when approved by the Corporation Counsel from appropriations made under Fund No. 902-1320-640; and

*Be It Further Ordered,* That the Corporation Counsel, in accordance with his recommendation of August 27, 1969, is hereby authorized to acquire the following-described property needed for the Madison-Canal Project, to wit:

*Parcel MC-1-14*

Lot 2 (except the North 20 feet of the East 12 feet) in Canal Trustees' Subdivision of Lot 9 and all of Lot 8 (except the North 40 feet) in Block 49 Original Town of Chicago in the South part of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois,

in the amount of forty-one thousand and no/100 dollars ($41,000.00) plus court costs, and the City Comptroller and the City Treasurer are authorized and directed to issue vouchers and pay the amount when approved by the Corporation Counsel from appropriations made under Fund No. 902-1320-640; and

*Be It Further Ordered,* That the Corporation Counsel, in accordance with his recommendation of August 27, 1969, is hereby authorized to acquire the following described property needed for the Madison-Canal Project, to wit:

*Parcel MC-5-7*

The East quarter of Lot 2 in Block 24 in School Section Addition (except that part of said premises taken or used for alley); also the East 1.63 feet of the West half of the East half of Lot 2 (except the South 9 feet of said street taken or used for alley) Subdivision of Block 24 in School Section Addition in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois,

in the amount of one hundred thousand and no/100 dollars ($100,000.00) and the City Comptroller and the City Treasurer are authorized and directed to issue vouchers and pay the amount when approved by the Corporation Counsel from appropriations made under Fund No. 902-1320-640.

## Approval Given to Recommendations for Stipulated Settlements for Acquisition of Property for Widening and Channelization of W. 103rd St. between S. Claremont Av. and S. Pulaski Road.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

*Ordered,* That the recommendation of the Commissioner of Public Works contained in his communication of September 22, 1969 recommending the approval of the stipulated settlement in connection with the acquisition of property for the widening and channelization of W. 103rd Street from S. Claremont Avenue to S. Pulaski Road as hereinafter listed, is hereby approved; and the City Comptroller and City Treasurer are hereby authorized and directed to pay to the owner or owners the amount set forth together with accrued interest and court costs, if any, when approved by the Commissioner of Public Works from the appropriation made under the Motor Fuel Tax Fund:

| *Parcel No.* | *Address* | *Amount* |
|---|---|---|
| 13 | 2445 W. 103rd Street | $415.00; |

and

*Be It Further Ordered,* That the recommendation of the Commissioner of Public Works contained in his communication of September 22, 1969 recommending the approval of the stipulated settlement in connection with the acquisition of property for the widening and channelization of W. 103rd Street from S. Claremont Avenue to S. Pulaski Road as hereinafter listed, is hereby approved; and the City Comptroller and City Treasurer are hereby authorized and directed to pay to the owner or owners the amount set forth together with accrued interest and court costs, if any, when approved by the Commissioner of Public Works from the appropriation made under the Motor Fuel Tax Fund:

| *Parcel No.* | *Address* | *Amount* |
|---|---|---|
| 14 | 2447 W. 103rd Street | $345.00; |

and

*Be It Further Ordered,* That the recommendation of the Commissioner of Public Works contained in his communication of September 22, 1969 recommending the approval of the stipulated settlement in connection with the acquisition of property for the widening and channelization of W. 103rd Street from S. Claremont Avenue to S. Pulaski Road as hereinafter listed, is hereby approved; and the City Comptroller and City Treasurer are hereby authorized and directed to pay to the owner or owners the amount set forth together with accrued interest and court costs, if any, when approved by the Commissioner of Public Works from the appropriation made under the Motor Fuel Tax Fund:

| *Parcel No.* | *Address* | *Amount* |
|---|---|---|
| 18 | 3010 W. 103rd Street | $150.00; |

and

*Be It Further Ordered,* That the recommendation of the Commissioner of Public Works contained in his communication of September 22, 1969 recommending the approval of the stipulated settlement in connection with the acquisition of property for the widening and channelization of W. 103rd Street from S. Claremont Avenue to S. Pulaski Road as hereinafter listed, is hereby approved; and the City Comptroller and City Treasurer are hereby authorized and directed to pay to the owner or owners the amount set forth together with accrued interest and court costs, if any, when approved by the Commissioner of Public Works from the appropriation made under the Motor Fuel Tax Fund:

| *Parcel No.* | *Address* | *Amount* |
|---|---|---|
| 22 | 3225 W. 103rd Street | $8,900.00. |

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, Wigoda, Sperling—46.

*Nays*—None.

## Authority Granted for Cleaning and Repair of Sewers and Appurtenances in Streets and State Highways during 1969 and Allocation of M.F.T. Funds Therefor.

The Committee on Finance submitted a report rec-

ommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That authority is hereby given to clean sewers and appurtenances and make repairs on sewers and sewer appurtenances on streets and State Highways in 1969, in the City of Chicago, by using concrete, brick, stone, sand, clay pipe, concrete pipe, cast iron pipe, covers and grates, cement and mortar repair material or other standard sewer repair material, equipment and tools, and by use of sewer rods, augers, scrapers, winches, cables, chains, buckets, eductors, orange peel cleaners, flushing equipment and other standard sewer cleaning and repair equipment and tools as are required to bring the sewers and appurtenances into a good state of cleanliness and repair at a cost not to exceed Ten Thousand ($10,000.00) dollars, the cost of such sewer repair work to be paid out of that part of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago.

SECTION 2. That there is hereby allotted from that part of the Motor Fuel Tax Fund allotted to the City of Chicago, the sum of Ten Thousand dollars ($10,000.00), for cleaning and repair of sewers and sewer appurtenances on streets and State Highways in the City of Chicago which shall be for work and materials and equipment, and for which estimates are to be filed with the Division of Highways of the Department of Public Works and Buildings of the State of Illinois during the year 1969.

SECTION 3. That the Commissioner of Water and Sewers, through the Bureau of Sewers, shall prepare the necessary estimates and specifications for such sewer cleaning and repair projects and shall do the work by day labor.

SECTION 4. That the City Clerk is hereby directed to transmit two certified copies of this ordinance to the Division of Highways of the Department of Public Works and Buildings of the State of Illinois, Springfield, Illinois, through the District Engineer of District No. 10 of the State Division of Highways.

SECTION 5. This ordinance shall take effect and be in force from and after its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed*, by yeas and nays as follows:

*Yeas*—Aldermen Roti, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, Wigoda, Sperling—46.

*Nays*—None.

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### Authority Granted for Laying of Water Mains at Sundry Locations.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

*Ordered,* That the Commissioner of Water and Sewers is hereby authorized to lay water mains in the following street:

S. Central Park Avenue (21′ WEL) from 23′ SNL of W. 80th Place to 23′ NSL of W. 81st Street, at an estimated cost of $8,626.63

and charge same to Account 290-8270(7940).553—Circulation; and

*Be It Further Ordered,* That the Commissioner of Water and Sewers is hereby authorized to lay water mains in the following street:

W. Gregory Street (12′ SNL) from 2′ EEL N. Chester Avenue to 312′ EEL N. Chester Avenue, at an estimated cost of $5,256.21

and charge same to the Revolving Fund—Ferlette Construction Co. Deposit No. 46205; and

*Be It Further Ordered,* That the Commissioner of Water and Sewers is hereby authorized to lay water mains in the following street:

W. 19th Street (23′ SNL) from 25′ EWL S. Lawndale to 1′ WEL S. Pulaski Road, at an estimated cost of $54,468.89

and charge same to Account 290-8270(7940).553—Replacement; and

*Be It Further Ordered,* That the Commissioner of Water and Sewers is hereby authorized to lay water mains in the following street:

W. 36th Place (27′ NSL) from 17′ EWL S. California Avenue to 21′ EWL S. Kedzie Avenue, at an estimated cost of $82,107.61

and charge same to Account 290-8270(7940).553—Replacement; and

*Be It Further Ordered,* That the Commissioner of Water and Sewers is hereby authorized to lay water mains in the following street:

S. Troy Street (27′ EWL) from 20′ NSL W. Cermak Road to 16′ SNL W. 26th Street, at an estimated cost of $85,680.51

and charge same to Account 290-8270(7940).553—Replacement; and

*Be It Further Ordered,* That the Commissioner of Water and Sewers is hereby authorized to lay water mains in the following street:

W. Summerdale Av. (11-13′ SNL) from 7′ EWL N. Delphia Av. to 33′ EWL N. Oakview Av. at an estimated cost of $14,000.00

and charge same to Account Revolving Fund-L. Pontarelli—Deposit No. 46215; and

*Be It Further Ordered,* That the Commissioner of Water and Sewers is hereby authorized to lay water mains in the following street:

N. Delphia Av. (7′ EWL) from 12′ SNL W. Berwyn Av. to 13′ SNL W. Summerdale Av. at an estimated cost of $8,017.72

and charge same to Account 290-8270(7940).553—Circulation; and

*Be It Further Ordered,* That the Commissioner of Water and Sewers is hereby authorized to lay water mains in the following street:

S. Hillock Av. (28′ SE-NWL) from 10′ NE-SWL S. Loomis St. to 24′ NE-SWL S. Lock St. at an estimated cost of $40,335.00

and charge same to Account 290-8270(7940).553—Replacement.

On motion of Alderman Keane the foregoing proposed order was *Passed*, by yeas and nays as follows:

*Yeas*—Aldermen Roti, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, Wigoda, Sperling—46.

*Nays*—None.

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### Authority Granted for Payments for Hospital, Medical and Nursing Services Rendered Certain Injured Members of Fire and Police Depts.

The Committee on Finance submitted a report recommending that the City Council pass a proposed order transmitted therewith, to authorize payments for hospital, medical and nursing services rendered certain members of the Fire and Police Departments.

On motion of Alderman Keane the said proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, Wigoda, Sperling—46.

*Nays*—None.

The following is said order as passed:

> *Ordered,* That the City Comptroller is authorized and directed to issue vouchers, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department herein named, provided such members of the Police Department shall enter into an agreement in writing with the City of Chicago to the effect that, should it appear that any of said members of the Police Department have received any sum of money from the party whose negligence caused such injury, or have instituted proceedings against such party for the recovery of damage on account of such injury or medical expense, then in that event the City shall be reimbursed by such member of the Police Department out of any sum that such member of the Police Department has received or may hereafter receive from such third party on account of such injury or medical expense, not to exceed the amount that the City may, or shall, have paid on account of such medical expense, in accordance with Opinion No. 1422 of the Corporation Counsel of said City, dated March 19, 1926. The payment of any of these bills shall not be construed as an approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of such claims, as allowed, is set opposite the names of the injured members of the Police Department, and vouchers are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937:

| | |
|---|---|
| Minter C. Bennett, 040917, Detective Division; injured May 19, 1969.........$ | 48.75 |
| Michael J. Brady, 068298, District 2; injured February 26, 1969............. | 10.75 |
| Bernard J. Carone, 108399, Traffic Division; injured July 5, 1969........... | 10.00 |
| Lawrence Clark, 127622, District 18; injured May 17, 1969................. | 391.55 |
| John A. Cummings, 160715, District 13; injured May 4, 1969................$ | 11.00 |
| John R. Daciolas, 166612, District 18; injured July 31, 1969................. | 30.00 |
| Daniel E. Gaffney, 264120, District 11; injured July 27, 1969................ | 11.25 |
| Edward J. Higgins, 344025, District 2; injured November 9, 1968........... | 68.50 |
| Joseph W. Jackson, 372215, District 10; injured October 23, 1968............ | 164.40 |
| James Jobe, 382067, District 14; injured July 25, 1969 ..................... | 40.00 |
| Martin Joyce, 393461, District 20; injured February 2, 1969.............. | 151.35 |
| Francis G. Kane, 398100, District 13; injured May 10, 1969................. | 30.00 |
| Thomas A. Kelly, 410988, District 15; injured June 14, 1969................. | 43.00 |
| Charles Kemp, Jr., 411755, District 10; injured December 21, 1968 .......... | 30.00 |
| Joseph J. Kropel, 439932, Traffic Division; injured July 26, 1969.......... | 46.00 |
| Leslie A. Lamb, 450072, Bureau of Inspectional Services; injured July 2, 1969 ............................. | 72.30 |
| Alan Markovitch, 502234, District 19; injured July 19, 1969................. | 47.00 |
| Dennis J. Mulcahy, 573608, District 2; injured February 7, 1969............ | 12.00 |
| Phillip Scafid, 720656, District 13; injured May 10, 1969................. | 45.00 |
| John T. Sircher, 752215, Traffic Division; injured July 30, 1969................ | 57.00 |
| Lucius C. White, 861580, District 10; injured March 21, 1969............... | 34.00 |
| James R. Zerfasz, 890958, District 17; injured April 6, 1969................ | 54.00 |
| Joseph W. Albert, 005175, Bureau of Inspectional Services; injured June 19, 1969 ............................. | 336.70 |
| Morris E. Carter, Jr., 111481, District 2; injured May 21, 1969.............. | 10.00 |
| John J. O'Malley, 613611, Traffic Division; injured April 17, 1969.......... | 10.00 |
| Robert A. Ryan, 711253, District 3; injured July 5, 1969.................. | 50.00 |
| David Sandlund, 717174, District 20; injured June 30, 1969................. | 228.95 |
| George D. Tanner, 798859, District 21; injured July 23, 1969............... | 40.00 |
| Robert L. Parker, 631879, Detective Division; injured May 28, 1969......... | 75.00 |
| Jeffery J. Kruk, 440565, District 4; injured May 23, 1969................. | 212.50 |
| Andrew J. Hargrave, 321345, District 7; injured May 23, 1969.............. | 16.00 |
| Leonard H. Gant, 268663, Central Services Division; injured May 29, 1969... | 101.00 |
| Michael P. Caqerata, 097290, District 17; injured May 14, 1969.............. | 697.90 |
| Walter E. Averyhart, 020102, District 12; injured April 27, 1969........... | 107.85 |
| Arthur G. Becker, 035713, District 17; injured December 30, 1968........... | 115.00 |
| Philip L. Novak, Jr., 601047, District 4; injured June 12, 1969.............. | 72.50; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to issue vouchers, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Fire and the Police Departments herein named. The payment of any of these bills shall not be construed as an approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of said claims is set opposite the names of the injured members of the Fire and the Police Departments, and vouchers are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937:

| | |
|---|---|
| Fred R. Barney, 028336, District 8; injured September 22, 1968 | $ 7.50 |
| Lavorne Blakely, 052877, District 21; injured February 11, 1969 | 42.00 |
| William J. Boreczky, 061686, District 3; injured August 2, 1963 | 75.00 |
| Robert B. Bowman, 064860, District 2; injured March 20, 1969 | 78.00 |
| James T. Boylan, 065849, District 8; injured January 12, 1969 | 15.00 |
| John M. Brennan, 071760, Youth Division; injured August 14, 1966 | 4.00 |
| John F. Brimer, 074175, District 13; injured August 19, 1968 | 25.00 |
| William E. Bryant, 083283, Task Force; injured April 8, 1965 | 20.00 |
| Martin J. Campbell, 101660, District 17; injured May 26, 1969 | 15.00 |
| John A. Cello, 117369, District 18; injured May 29, 1969 | 2.00 |
| James P. Clark, 127374, District 18; injured April 15, 1969 | 19.50 |
| Joseph M. Crowley, 158478, District 2; injured July 28, 1968 | 12.50 |
| Floyd Davis, 172730, District 21; injured August 12, 1968 | 22.00 |
| John Eshoo, 225553, District 18; injured March 14, 1969 | 4.00 |
| Kenneth H. Fowler, 255764, District 12; injured March 10, 1969 | 945.50 |
| Daniel Gaffney, 264120, District 11; injured April 20, 1969 | 13.00 |
| Clinton H. Gandy, 268111, District 18; injured May 25, 1969 | 6.00 |
| Salvatore J. Guffrea, 308895, District 13; injured April 26, 1969 | 87.00 |
| John J. Havelka, 329169, Police Training Division; injured July 30, 1968 | 30.00 |
| William Hudson, 361839, District 3; injured August 15, 1968 | 35.00 |
| Walter J. Janas, 376188, District 15; injured March 24, 1969 | 106.00 |
| Raymond J. Johnson, 386515, Task Force; injured November 9, 1967 | 10.00 |
| Randall C. Kalemba, 396511, District 11; injured February 25, 1969 | 1,351.00 |
| Raymond A. Karlik, 400936, District 10; injured June 5, 1969 | 53.00 |
| Francis J. Lahey, 449098, District 1; injured May 6, 1969 | 56.00 |
| Robert J. Lamping, 450869, District 19; injured November 2, 1968 | 35.00 |
| Donald R. Lohse, 475157, District 14; injured April 19, 1969 | 35.00 |
| Donald Malkowski, 494408, District 4; injured April 14, 1969 | 100.00 |
| John E. Malloy, 494822, Detective Division; injured May 12, 1969 | $ 163.00 |
| Alan Markovitch, 502234, Police Training Division; injured August 8, 1968 | 65.00 |
| Timothy McKeough, 535027, Task Force; injured May 19, 1969 | 45.00 |
| Joseph E. McMahon, 537752, District 1; injured May 7, 1969 | 6.00 |
| Thaddeus J. Melko, 544788, District 3; injured April 28, 1969 | 10.00 |
| Jerome E. Michalik, 549858, District 18; injured May 1, 1969 | 10.00 |
| Frank R. Mills, Jr., 555896, District 11; injured April 1, 1969 | 9.00 |
| William J. Mitchell, 559130, District 9; injured October 22, 1967 | 10.00 |
| Harold Onixt, 622058, Traffic Division; injured March 21, 1969 | 80.00 |
| Lawrence G. O'Shaughnessy, 616935, District 6; injured May 10, 1969 | 7.00 |
| Bernard O'Reilly, 616408, District 21; injured March 14, 1969 | 14.00 |
| Pete Pascente, 633248, Police Training Division; injured July 30, 1968 | 30.00 |
| Harold L. Price, 662929, District 14; injured May 18, 1969 | 437.50 |
| Walter Reese, 678661, Task Force; injured July 13, 1966 | 400.00 |
| Charles C. Rizzo, 690506, District 20; injured June 20, 1967 | 20.00 |
| Joseph P. Salvo, 715392, District 14; injured December 8, 1968 | 6.00 |
| Alfred S. Schultz, 730354, District 6; injured January 6, 1969 | 35.50 |
| Terrance W. Senese, 737259, District 7; injured April 25, 1969 | 8.00 |
| John Sieser, 736575, District 15; injured April 19, 1969 | 1.00 |
| Oliver J. Singleton, 751824, Bureau of Inspectional Services; injured January 24, 1969 | 6,920.80 |
| Edward L. Simanek, 749593, Task Force; injured June 4, 1968 | 531.97 |
| Peter F. Speck, 769516, District 8; injured November 25, 1966 | 5.50 |
| George W. Steinke, 778297, District 1; injured August 28, 1968 | 122.00 |
| Ramsey J. Stroter, 785534, Task Force; injured November 7, 1968 | 50.00 |
| Joseph R. Valenti, 827747, Youth Division; injured May 24, 1969 | 52.50 |
| Anthony S. Wesley, 857693, District 16; injured November 19, 1964 | 150.50 |
| Benjamin S. Weyforth, 859195, District 6; injured October 13, 1968 | 30.75 |
| Joseph M. Doyle, 203872, District 15; injured March 23, 1969 | 3.00 |
| James P. Sweeney, 793799, Task Force; injured May 13, 1968 | 125.00 |
| Thomas P. Brennan, 072050, District 18; injured July 17, 1969 | 2.00 |
| John A. Cello, 117369, District 18; injured May 29, 1969 | 10.00 |
| Walter H. Collins, 137460, District 2; injured July 4, 1969 | 15.00 |
| Wilfred Corcoran, 147890, Police Training Division; injured September 11, 1967 | 10.00 |

| | |
|---|---|
| John R. Daciolas, 166612, District 18; injured June 10, 1969 | $ 200.00 |
| Donald D. Dausinas, 171569, District 21; injured June 10, 1969 | 55.00 |
| Hugh J. Farley, 232300, Traffic Division; injured July 28, 1969 | 10.00 |
| Charles Gunther, 310063, District 1; injured February 16, 1969 | 626.15 |
| George W. Hampton, 317101, Traffic Division; injured May 31, 1968 | 6.00 |
| Thomas C. Kulekowskis, 430377, Police Training Division; injured May 29, 1969 | 4.00 |
| Thomas L. Naughton, 586914, Task Force; injured May 17, 1968 | 229.00 |
| Dennis H. Olson, 621127, Public Information Division; injured June 24, 1969 | 8.00 |
| Ronald H. Pikowski, 649479, District 1; injured June 30, 1969 | 52.00 |
| George R. Radigan, 670935, District 21; injured July 29, 1969 | 17.90 |
| Leonard M. Rizzi, 690425, District 8; injured June 28, 1969 | 34.00 |
| Louis W. Rotunno, 703041, Central Services Division; injured July 17, 1968 | 35.00 |
| Edward L. Simanek, 749593, Task Force; injured June 4, 1968 | 260.00 |
| Lewis P. Smith, 760932, District 21; injured April 3, 1969 | 12.50 |
| Otis C. Thames, 804586, District 6; injured June 10, 1969 | 7.00 |
| Anthony J. Wieclawski, 863052, District 15; injured July 4, 1969 | 61.00 |
| Richard Wisniewski, 876035, Police Training Division; injured November 29, 1967 | 78.00 |
| Cornelius V. Black, Jr., 051336, District 3; injured July 8, 1969 | 17.15 |
| Robert J. Buckley, 084732, District 20; injured February 22, 1969 | 41.00 |
| James F. Davis, 173295, Detective Division; injured June 5, 1969 | 27.50 |
| Josephine Dwyer, 214780, Youth Division; injured January 23, 1969 | 37.00 |
| Richard B. Ehrmann, 219865, District 5; injured May 9, 1968 | 24.00 |
| Joseph A. Flashing, 246387, District 16; injured January 21, 1968 | 40.00 |
| Ronald W. Hall, 314863, District 11; injured November 1, 1968 | 27.00 |
| Daniel M. Hartnett, 327071, District 6; injured July 6, 1969 | 24.00 |
| George F. Heisler, 336881, District 9; injured August 5, 1969 | 27.50 |
| William F. Kost, 433615, District 20; injured July 26, 1968 | 12.75 |
| Andrew Mack, 487131, District 7; injured July 1, 1969 | 19.00 |
| John McShane, 541673, District 3; injured June 18, 1969 | 13.50 |
| William Melaniphy, 544433, Detective Division; injured July 25, 1969 | 27.00 |
| Anthony L. Orlando, 622448, District 15; injured July 25, 1969 | 16.50 |
| John A. Pappone, 630637, District 13; injured April 27, 1969 | 11.00 |
| James F. Simek, 749656, District 9; injured January 3, 1969 | 86.50 |
| Jack Stewart, 780488, District 3; injured June 16, 1969 | $ 26.85 |
| Frank Triplett, 818871, District 5; injured April 18, 1969 | 38.00 |
| Ralph I. Turner, 823285, Traffic Division; injured January 6, 1969 | 33.00 |
| Charles M. Veit, 831703, District 16; injured July 13, 1969 | 51.25 |
| Douglas Willett, 865973, Detective Division; injured March 28, 1969 | 47.00 |
| Joseph P. Adamik, 001794, Traffic Division; injured February 2, 1969 | 125.50 |
| Jesse S. Valles, 828572, District 13; injured May 23, 1969 | 109.35 |
| Michael J. Ahearn, Firefighter, Engine 109; injured June 13, 1969 | 11.25 |
| John J. Aitken, Firefighter, Engine 45; injured December 11, 1968 | 12.00 |
| Kevin Allen, Firefighter, Hook and Ladder 14; injured April 17, 1969 | 44.00 |
| Kevin Allen, Firefighter, Hook and Ladder 14; injured April 5, 1969 | 21.00 |
| Louis W. Aumann, Firefighter, Hook and Ladder 51; injured April 28, 1969 | 18.50 |
| Thomas H. Backus, Firefighter, Engine 84; injured May 1, 1969 | 16.00 |
| Frank Barbaro, Firefighter, Snorkel Squad 2; injured November 15, 1968 | 27.75 |
| Frank Barbaro, Firefighter, Snorkel Squad 2; injured July 6, 1969 | 15.00 |
| Howard Beauregard, Firefighter, Engine 60; injured May 31, 1969 | 27.00 |
| Francis Farrell, Engineer, Engine 116; injured June 10, 1969 | 33.25 |
| Harry P. Farrell, Firefighter, Ambulance 9; injured January 21, 1969 | 29.00 |
| Philip Ference, Firefighter, Engine 70; injured December 31, 1968 | 13.00 |
| Victor Jaccino, Engineer, 4th Division Relief; injured July 16, 1968 | 24.10 |
| Raymond James, Firefighter, Engine 78; injured February 1, 1969 | 42.00 |
| Daniel C. Jones, Battalion Chief; Engine 128; injured February 27, 1968 | 10.00 |
| Edwin Kabat, Firefighter, Hook and Ladder 51; injured March 10, 1969 | 20.00 |
| Donald J. Rousseau, Firefighter, Engine 75; injured March 16, 1969 | 5.00 |
| Edward J. Tabert, Battalion Chief, 5th Battalion; injured February 13, 1969 | 28.00 |
| Fletcher Thompson, Captain, Engine 19; injured February 17, 1969 | 36.00 |
| Robert G. Byrd, Firefighter, Hook and Ladder 21; injured March 10, 1969 | 10.00 |
| Harold E. Cullinan, Firefighter, Engine 26; injured May 20, 1967 | 7.00 |
| Frank R. Fasco, Firefighter, Hook and Ladder 38; injured February 24, 1969 | 10.00 |
| William J. Hayes, Firefighter, Engine 8; injured March 7, 1969 | 20.00 |
| Edward M. Johnson, Firefighter, Hook and Ladder 34; injured March 7, 1969 | 10.00 |
| Ted A. Latas, Battalion Chief, Battalion 9; injured July 29, 1967 | 55.00 |
| Edward Loda, Firefighter, Hook and Ladder 28; injured November 13, 1968 | 54.25 |
| Gerald Pernatski, Firefighter, Hook and Ladder 28; injured May 13, 1969 | 50.00 |

| | |
|---|---|
| Charles J. Bollinger, Firefighter, Engine 30; injured May 27, 1969............$ | 23.75 |
| Robert Brennan, Firefighter, Hook and Ladder 20; injured April 29, 1969.... | 16.00 |
| Emmet J. Brown, Firefighter, Hook and Ladder 1; injured May 3, 1969....... | 31.40 |
| Richard Bueschel, Firefighter, Engine 63; injured May 7, 1969................ | 37.00 |
| Robert G. Byrd, Firefighter, Hook and Ladder 21; injured June 8, 1969...... | 237.80. |

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### Authority Granted for Payments of Miscellaneous Refunds, Compensation for Property Damage, Etc.

The Committee on Finance submitted a report recommending that the City Council pass a proposed order transmitted therewith, to authorize payments of miscellaneous claims.

On motion of Alderman Keane the said proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, Wigoda, Sperling—46.

*Nays*—None.

The following is said order as passed:

*Ordered,* That the City Comptroller is authorized and directed to pay to the following-named persons the respective amounts set opposite their names, same to be in full settlement for Property Damage on the date and at the location indicated, and to charge the same to Account No. 100.9112.934:

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Old Republic Ins. Co. and Mr. & Mrs. Gust Panos, 5517 S. Paulina St. | 8-13-68—5517 S. Paulina St. | $ 50.00 |
| Sarah Loftus, 2547 W. 101st St., | 7-15-69—2547 W. 101st St. | 2.79; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named person the amount set opposite his name, same to be in full settlement for Property Damage on the date and at the location indicated, and to charge the same to Account No. 100.9112.934:

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| James Cesario, 524 N. Parkside Av. | 6-69—524 N. Parkside Av. | $142.00; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named persons the respective amounts set opposite their names, same to be in full settlement for Damage to Vehicles on the date and at the location indicated, and to charge the same to Account No. 100.9112.934:

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Henry Harmon, 436 E. 45th Pl. | 11-18-68—E. 64th St. and S. Dr. Martin Luther King Jr. Dr. | $ 37.00 |
| Dan Paul, 4105 W. Oakdale Av. | 3-13-69—100 N. Western Av. | 35.00 |
| Adolphus Dabney, 8126 S. Euclid Av. | 4-23-69—S. Cottage Grove Av. and E. Midway Plaisance | 23.50 |
| Charlene Trombetta, 39 Edwards, Northlake, Ill. 60164 | 4-19-69—900 S. Cicero Av. | 38.88 |
| Mrs. Elizabeth Zatz, 5359 N. Virginia Av. | 6-9-69—N. Francisco Av. & W. Winona & W. Carmen Aves. | 12.72 |
| O'Hare Van Lines, 1751 W. Devon Av. | 6-13-69—4621 N. Ashland Av. | 125.00 |
| T. Stipak, 5175 S. Archer Av. | 7-21-69—5175 S. Archer Av. | 35.00 |
| Scott L. Spear, 4950 S. Chicago Beach Dr. | 10-24-68—1500 N. State Parkway | 300.00 |
| Cecilia Ziliken, 88 W. Schiller St. | 7-23-69—E. Delaware Pl. and N. Michigan Av. | 42.50; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named persons the respective amounts set opposite their names, same to be in full settlement for Personal Injuries on the date and at the location indicated, and to charge the same to Account No. 100.9112.934:

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Mrs. Margaret Gutgsell, 2648 W. 62nd St. | 1-17-69—W. 59th St. & S. Lawndale Av. | $ 9.45 |
| Clara Wells, 522 E. 39th St. | 11-29-68—2901 S. Dr. Martin Luther King Jr. Dr. | 16.00 |
| Floyd E. Williams, Route 1—Box 448A,Dittmer, Mo. 63023 | 7-30-69—1735 W. Chicago Av. | 19.00 |
| Mrs. Max Behrens, 8636 S. Phillips Av. | 11-7-68—2964 E. 87th St. | 100.00 |
| Ellen Beams, 6041 S. Natchez Av. | 8-11-69—6226 S. Nagle Av. | 10.00; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named person the amount set opposite his name, same to be in full settlement for Damage to Vehicle on the date and at the location indicated, and to charge the same to Account No. 100.9112.934:

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Fred Morrow, 220 E. 43rd St. | 5-7-69—N. Milwaukee Av. and N. Leavitt St. | $300.00; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named persons the respective amounts set opposite their names, same to be in full settlement for damage to vehicles on the date and at the location indicated, and to charge the same to Account No. 100.9112.934:

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Robert Behnke, (Mail check to Garretson & Santora) 33 N. Dearborn St. | 3-15-69—6238 N. Neva Av. | $433.29 |
| Mary E. Burns, 2725 S. Avers Av. | 6-5-69—W. Archer and S. Narragansett Aves. | 30.00 |
| John P. Welter, 706 E. Wakeman, Wheaton, 60187 | 2-26-69—E. Achsah Bond Dr. and S. Lake Shore Dr. | 88.42 |
| Howard Johnson, 5300 N. Leamington Av. | 10-25-68—W. Wolfram St. and N. Greenview Av. | 100.00; |

and

*Be It Further Ordered,* That the City Collector is authorized and directed to pay to the following-named persons the respective amounts set opposite their names, same to be in full settlement for various license refunds and to charge same to Account No. 100.9112.934:

| *Name and Address* | *Permit No.* | *Amount* |
|---|---|---|
| Aristo-Mat, Inc., 1718 E. 75th St. | Fuel Oil 1162 | $ 25.00 |
| Value Food Marts Inc., c/o Nathan Newman, 114 S. Cicero Av. | Alcohol H-77688 | 465.00 |
| Florence Kaye, 901 N. Leavitt St. | Alcohol H-71822 | 465.00 |
| Eugene Venezia, 11121 Highridge, Westchester Ill. 60156 | Alcohol No. 3974 (Pro-rated) | 281.52 |
| Ronald & Norbert Cerny, 6500 S. Kedzie Av. | Tobacco 14258 | 50.00 |
| Fred Ryser, 2200 W. Irving Park Rd. | Tobacco H-78999 | 50.00; |

and

*Be It Further Ordered,* That the Commissioner of Water and Sewers is authorized and directed to pay to the following-named person the amount set opposite his name, same being in full settlement for Water Rebate on the date and location indicated, and to charge same to Account No. 200.8220.935:

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Joseph Cotrone, 1366 W. Ohio St. | 8-8-69—1366 W. Ohio St. | $25.00; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named persons the respective amounts set opposite their names, same being in full settlement for Property Damage on the dates and location indicated, and to charge same to Account No. 200.9112.935:

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Peoples Gas Light and Coke Co., 122 S. Michigan Av. | 5-5-69—2101 W. 47th St. | $368.86 |
| Alfons J. Spanitz, 100 N. LaSalle St. | 9-13-68—4501-4509 N. Racine Av. | 250.00; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named person the amount set opposite his name, same being in full settlement for damage to vehicle on the date and location indicated, and to charge same to Account 200.9112.935:

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| State Farm Ins. & Walter G. Tokarz, Mail Check to: Mr. Garretson, 33 N. Dearborn St. | 3-25-69—W. 21st St. and S. Prairie Av. | $125.00; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named persons the respective amounts set opposite their names, same being refund of fees paid for Vehicle License as indicated and to charge same to Account No. 300.9112.990:

| *Name and Address* | *License No.* | *Amount* |
|---|---|---|
| Estate of Thomas H. Bennett c/o Catherine Bennett, 1508 N. Hamlin Av. | U-471650 | $30.00 |
| Olga Ivsin, 5510 W. 24th Pl. Cicero, Ill. | U-416668 (Pro-rated) | 15.00 |
| Mary E. Jones, 1133 W. Grace St. | U-415834 | 30.00 |
| Frank Mutter, 1011 W. 32nd St. | U-332508 | 30.00 |
| Stanley T. Pichla, 2131 N. Long Av. | U-367532 | 30.00 |
| The Protectoseal Co., Frank A. Wenck, 1920 S. Western Av. | U-390704 | 30.00 |
| Kenneth Rothschild, 530 E. Segers Road, No. IC, Des Plaines, Ill. 60016 | U-451027 (Overpaid) | 15.00. |

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### REPORTS AS TO STATUS OF PENDING PROPOSED RESOLUTIONS UNDER COUNCIL RULE 43.

Alderman Keane, Chairman of the Committee on Finance, submitted the following reports as to status of pending proposed resolutions:

CHICAGO, October 8, 1969.

***To the President and Members of the City Council:***

In response to a request of the Alderman of the Fifth Ward for a report under Rule 43 of the Rules of Order of the City Council on a proposed resolution referred to the Committee on Finance concerning the recommendations of the Chicago Riot Study Commission, I report that said resolution was referred to the Subcommittee on Miscellaneous Matters for consideration. The Subcommittee chairman reports that a study has not yet been completed and a hearing will be held upon completion of such study.

Respectfully submitted,
(Signed) THOMAS E. KEANE,
*Chairman.*

CHICAGO, October 8, 1969.

***To the President and Members of the City Council:***

In response to a request of the Alderman of the Fifth Ward for a report under Rule 43 of the Rules of Order of the City Council on a proposed resolution referred to the Committee on Finance concerning the bombing of the Hester home, I report that the said resolution was referred to the Subcommittee on Miscellaneous Matters for consideration; the Subcommittee Chairman reports that a hearing will be held.

Respectfully submitted,
(Signed) THOMAS E. KEANE,
*Chairman.*

CHICAGO, October 8, 1969.

***To the President and Members of the City Council:***

In response to a written request of the Alderman of the Fifth Ward for a report under Rule 43 of the Rules of Order of the City Council on a proposed resolution referred to the Committee on Finance concerning the bombing and stoning of the Brown home, I report that this matter was referred to the Subcommittee on Miscellaneous Matters; the Subcommittee Chairman reports that a hearing will be held.

Respectfully submitted,
(Signed) THOMAS E. KEANE,
*Chairman.*

### *Action Deferred*—ON AMENDMENT OF ORDINANCE TO INCREASE INTEREST RATE OF CERTAIN TAX ANTICIPATION WARRANTS AND REPEAL OF PREVIOUS ORDINANCE.

The Committee on Finance submitted the following report, which was, at the request of three aldermen present (Aldermen Simon, Despres and Hoellen) *Deferred* and ordered published:

CHICAGO, October 8, 1969.

***To the President and Members of the City Council:***

Your Committee on Finance, to which was referred a communication dated October 2, 1969 from the City Comptroller transmitting an ordinance revising an ordinance adopted September 17, 1969 (C.J. 6115) to authorize the sale of Tax Anticipation Warrants aggregating $31,300,000. The new ordinance changes the rate of interest from 6½% to 7%, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by 27 members of the committee, with 3 dissenting votes.

Respectfully submitted,
(Signed) THOMAS E. KEANE,
*Chairman.*

The following is the proposed ordinance transmitted with the foregoing committee report:

*Whereas,* The tax anticipation warrants issued by the City of Chicago, hereinafter described, were purchased with funds in the City treasury which were not immediately necessary for the particular purposes for which said funds were set aside and the taxes in anticipation of which said warrants were issued have not been received by the City; and

*Whereas,* It is now deemed expedient to convert said tax anticipation warrants into money for the restoration of the funds invested in said tax anticipation warrants for use for the particular purposes for which said funds were set aside; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

*Section 1.* The City Comptroller and the City Treasurer hereby are authorized to issue and sell new warrants, as provided in Sections 8-1-11 to 8-1-14, inclusive, of the Illinois Municipal Code as amended by House Bill No. 2383, enacted at the regular session of the 76th General Assembly and approved by the Governor of the State of Illinois on July 28, 1969, in lieu of the following original tax anticipation warrants heretofore issued by the City of Chicago and now held as an investment in the funds of the City:

CITY OF CHICAGO TAX ANTICIPATION WARRANTS OF THE YEAR 1969

| *Date of Issue* | *Numbers and Denominations* | *Total* |
|---|---|---|
| *For Corporate Purposes:* | | |
| July 31, 1969 | C-7371 to C-7670, inclusive, $100,000 each | $30,000,000 |
| *For Municipal Tuberculosis Sanitarium Purposes:* | | |
| July 31, 1969 | M-87 to M-92, inclusive, $100,000 each | $ 600,000 |
| *For Relief (General Assistance) Purposes:* | | |
| March 28, 1969 | R-77 to R-90, inclusive, $50,000 each | $ 700,000. |

The authority to issue the original warrants above-described hereby is reaffirmed in all respects.

*Section 2.* The new warrants hereby authorized to be issued and sold shall be of a like principal amount, for the same purposes and in anticipation of the same taxes as the original warrants were issued, and shall be subject to all the provisions in Sections 8-1-11 to 8-1-14, inclusive, of the Illinois Municipal Code as amended by House Bill No. 2383, enacted at the regular session of the 76th General Assembly and approved by the Governor of the State of Illinois on July 28, 1969. The new warrants may have any date subsequent to the date of the original tax anticipation warrants, shall be of the denomination of $1,000 or multiples thereof, shall bear interest not to exceed seven per cent (7%) per annum from date thereof until paid, and shall be sold by the City Comptroller at not less than the par value thereof and accrued interest to date of delivery thereof.

*Section 3.* Simultaneously with the delivery of and receipt of payment for any of the new tax anticipation warrants, a like principal amount of the original warrants that were issued against the same tax that is anticipated by the new warrants, together with so much of the interest accrued thereon as the proceeds of the sale of the new tax anticipation warrants will permit, shall be paid and cancelled.

The proceeds of the sale of the new tax anticipation warrants shall be paid to the City Treasurer to restore the funds of the City of Chicago invested in the original tax anticipation warrants. Before cancellation of the principal amount of any original warrant, the City Treasurer shall separately endorse thereon the amount paid and the date of payment in the following order: (1) the principal amount so paid and (2) the amount of accrued interest paid. The City Treasurer shall also endorse upon the original tax anticipation warrants the amount of interest accrued thereon and unpaid, and the same shall not be paid until all principal and interest upon the new warrants shall be fully paid or until money has been set aside for payment thereof, if the new warrants are not presented for payment after they are called for redemption.

*Section 4.* The ordinance adopted September 17, 1969, (C.J., p. 6115), authorizing the reissuance and sale of said tax anticipation warrants at a rate of interest not to exceed six and one-half per cent (6½%) per annum, is hereby repealed.

*Section 5.* This ordinance shall be in force from and after its passage and approval.

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### *Failed to Pass*—PROPOSED ORDINANCE AND PROPOSED ORDERS.

The Committee on Finance submitted reports recommending that the City Council *Do Not Pass* a proposed ordinance and proposed orders transmitted therewith, which had been referred to the committee on the dates noted below, as follows:

(September 5, 1969) Proposed ordinance to authorize the cancellation of existing water rates assessed against the Jewish Community Centers (property formerly owned by the Union Twist Drill Co.), No. 2959 W. Peterson Avenue;

(September 5, 1969) Proposed order to cancel Warrant for Collection No. D-87181 in the amount of $20.00 for maintenance of "No Parking at Any Time" signs, charged against Bernard Horwich Jewish Community Center, No. 3003 W. Touhy Avenue;

(March 14, 1969) Proposed order to cancel Warrant for Collection No. R1-1085 in the amount of $25.00 for driveway permit fee, charged against the First Baptist Church of Maple Park (Union National Bank, Trustee No. 346), No. 11759 S. Ashland Avenue;

(September 17, 1969) Proposed order to cancel existing water rates assessed against the owner of premises located at No. 1227 S. Christiana Avenue (building recently razed).

Alderman Keane moved to *Concur* in the committee's recommendations. The several questions thereupon became: *Shall the proposed orders (or proposed ordinance) Pass, the recommendation of the committee to the contrary notwithstanding?;* and the several questions being put, said proposed orders and proposed ordinance *Failed to Pass,* by yeas and nays as follows: *Yeas*—None; *Nays*—46.

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### *Placed on File*—FINANCIAL STATEMENT OF MUNICIPAL TUBERCULOSIS SANITARIUM.

The Committee on Finance submitted a report recommending that the City Council *Place on File* a communication from the General Superintendent of the Municipal Tuberculosis Sanitarium, dated September 11, 1969, transmitting a financial statement of the institution for the month of June, 1969. On motion of Alderman Keane the committee's recommendation was *Concurred In.*

### *Disallowed*—SUNDRY CLAIMS FOR PAYMENTS OF DAMAGES, REFUNDS, ETC. *(Adverse Recommendations by Committee).*

The Committee on Finance submitted a report recommending that the City Council *Disallow* certain miscellaneous claims. On motion of Alderman Keane the committee's recommendations were *Concurred In.*

The following is a summary of said claims, which were referred to the committee on the respective dates noted in parentheses:

*Compensation for Damage to Vehicles:*

(November 15, 1968) Daniel H. Smith Jr.;
(February 16, 1969) Horace Mann Ins. Group and Gloria McCroey;
(March 5, 1969) Motors Ins. Corp. and R. Olmstead;
(May 7, 1969) Maple Jones;
(May 15, 1969) Patricia Hoop;
(March 18, 1969) Peoples Gas Light & Coke Co.;
(June 18, 1969) Franklin G. Allen;
(June, 1969) George (R.J.) Sadowski;
(June 28, 1969) Hilda Jesse
(July 26, 1969) George T. Cirese;
(July 7, 1969) George Dehnert;
(July 10, 1969) Miss Jessie L. Johnson;
(May 28, 1969) Prudence Mutual Casualty Co.;
(August 4, 1969) Robert H. Moy;
(July 30, 1969) Mabel Friedeman;
(July 22, 1969) Douglas J. Erves;
(September 22, 1969) James Curry;
(July 12, 1969) Mrs. Eric Carpenter;
(August, 1969) Jesse L. Harris;
(April 18, 1969) State Farm Insurance & R. H. Glenner.

*Compensation for Property Damage:*

(January 14, 1969) Peoples Gas Light & Coke Co.;
(June 18, 1969) Bruno J. Zawislak;
(July 9, 1969) Ray Lueck;
(January, 1967) Mrs. Julia Brady;
(August 19, 1969) Mrs. Frances Bader;
(July 30, 1969) Robert H. Thomas;
(June 20, 1968) Doris Lanier;
(November 5, 1957) Mrs. John A. Bell Sr.;
(July, 1969) St. Paul Ins. & House of Tamura.

*Compensation for Personal Injuries:*

(August 12, 1969) Carole Bryda;
(August, 1969) Illinois Masonic Hospital;
(August 27, 1969) Shirley S. Lewis;
(April 27, 1968) Walter Kosek;
(August 28, 1969) Mr. & Mrs. Cruz.

*Compensation for Various Refunds:*

(1969) Winthrop Currency Exchange;
(July 15, 1969) The American Hospital of Chicago;
(April 30, 1966) Dolores Collins.

## COMMITTEE ON HEALTH.

### Study and Research on Subject of Family Planning Recommended.

The Committee on Health submitted the following report:

CHICAGO, October 1, 1969.

*To the President and Members of the City Council:*

Your Committee on Health, having had under consideration a proposed resolution (which was referred to Your Committee on September 17, 1969) for a study by the Committee of the subject of family planning in all its aspects, to the end that the City Council may be informed as to what remedial action is necessary, if any, to further the spread of information on the subject, begs leave to recommend that Your Honorable Body Adopt the said proposed resolution, which is transmitted herewith.

This recommendation was concurred in by 8 members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) CLAUDE W. B. HOLMAN,
*Chairman.*

Alderman Holman moved to Concur in the committee's recommendation.

Alderman Despres moved to Amend the proposed resolution by striking the language concerning "rich Chicago Aldermen". Alderman Holman moved to *Lay the Motion to Amend on the Table.* The motion *Prevailed.*

Alderman Holman then moved to *Adopt* said proposed resolution. The motion *Prevailed* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, Wigoda, Sperling—46.

*Nays*—None.

The following is said resolution as adopted:

WHEREAS, The general concept of family planning —frequently referred to as birth control—is worthy of the most earnest study and research, to the end that something meaningful may be done about both the ever and the over expanding population increase; and

WHEREAS, Information relative to family planning should be made available far and wide to all citizens everywhere; provided, always, that such information should not be forced upon anyone who objects to the receipt thereof; and provided, further, that persons who do not wish to discuss their sex-life, which is directly involved in family planning, should never under any circumstances be compelled to do so against their will; nor should any person be intimidated, nor compelled, or even asked to sign against their will any document of any kind or character relative thereto; and, certainly should never be compelled against their wish to sign a document as formal and as legal as an affidavit; and

WHEREAS, All the evidence available shows conclusively that A.D.C. recipients are decent, respectable citizens who unfortunately just do not have as much money to spend as some rich Chicago Aldermen; now, therefore,

*Be It Resolved by the City Council of the City of Chicago,* That the subject of Family Planning in all its aspects be studied and researched by the Committee on Health—and at an early date —to the end that the City Council may be informed as to what remedial action is needed, if any, to further the spread of information about the subject, particularly by County Case Workers; and

*Be It Further Resolved,* That the Chicago City Council expresses its full faith and confidence in the County Case Workers for doing an efficient overall job.

### *Failed to Pass*—PROPOSED RESOLUTION TO MEMORIALIZE COUNTY PUBLIC AID DEPARTMENT TO INSTRUCT CASE WORKERS CONCERNING CITY'S FAMILY PLANNING SERVICES, ETC.

The Committee on Health submitted a report recommending that the City Council *Do Not Pass* a proposed resolution (which was referred to the committee on September 5, 1969) to memorialize the County Public Aid Department to instruct Case Workers concerning information to A.D.C. recipients of the city's family planning services, etc.

Alderman Holman moved to *Concur In* the committee's recommendation. The question thereupon became: *"Shall the proposed resolution Pass, the recommendation of the committee to the contrary notwithstanding?"*; and the question being put, said proposed resolution *Failed to Pass,* by yeas and nays as follows: *Yeas*—None; *Nays*—46.

## COMMITTEE ON LOCAL INDUSTRIES, STREETS AND ALLEYS.

### Grants Made of Privileges in Public Ways.

The Committee on Local Industries, Streets and Alleys, to which had been referred (on September 17, 1969) four proposed ordinances and one proposed order for grants of privileges in public ways, submitted a report recommending that the City Council pass said proposed ordinances and said proposed order (transmitted therewith).

On separate motions made by Alderman Sain *each* of the said proposed ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Mc-

Cutcheon, Singer, Fifielski, Kerwin, Hoellen, Wigoda, Sperling—46.

*Nays*—None.

*Each of the said four ordinances contains Sections 3, 4, 5 and 6, which are identical with Sections 3, 4, 5 and 6 respectively of the "Standard Special Provisions" printed on pages 5243-5244 of the Journal of the Proceedings of April 9, 1969.* Sections 1 and 2 of the said ordinances read respectively as follows (the Italic heading in each case not being a part of the ordinance):

*Grant to The Catholic Bishop of Chicago.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority hereby are given and granted to The Catholic Bishop of Chicago, a corporation sole, its successors and assigns, upon the terms and subject to the conditions of this ordinance, to install, maintain and use a communication cable five-eighths of an inch in diameter, encased in a rubber jacket, sixty-six (66) feet over and above S. Hoyne Avenue from the northwest side of S. Hoyne Avenue to the southeast side of S. Hoyne Avenue, to be attached to a pole installed on school property. Said cable to be ninety-four (94) feet in length and shall be not less than twenty-five (25) feet above street level at said location, and shall be used for communication purposes between Christ The King School located at No. 9240 S. Hoyne Avenue and the Mobile Classrooms of said school located at No. 9257 S. Hoyne Avenue; for a period of five (5) years from and after the date of passage of this ordinance.

The location of said cable shall be as shown on sketch hereto attached, which by reference is made a part of this ordinance. Said cable shall be installed under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation, and shall be maintained and used in accordance with the ordinances of the City of Chicago and the direction of the Commissioner of Streets and Sanitation. The grantee shall keep that portion of the public way under said cable in good condition and repair, safe for public travel and free from snow, ice and dirt, to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of two hundred and no/100 dollars ($200.00) per annum, in advance, the first payment to be made as of the date of passage of this ordinance, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof before the structures and appliances herein authorized are removed and the public way is restored as herein required.

*Grant to Hammond-Columbia Refrigerated Warehouses, Inc.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority hereby are given and granted to Hammond-Columbia Refrigerated Warehouses, Inc., a corporation, its successors and assigns, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed two (2) railroad switch tracks at street grade across W. 41st Street as follows:

A railroad switch track across W. 41st Street on a curve from a point on the north line thereof two hundred four (204) feet east of the east line of S. Union Avenue to a point on the south line thereof one hundred seventy-four (174) feet east of the east line of S. Union Avenue;

A railroad switch track at street grade running diagonally from a point on the north line thereof two hundred eight (208) feet east of the east line of S. Union Avenue to a point on the south line of said W. 41st Street one hundred ninety-four (194) feet east of the east line of S. Union Avenue;

for a period of twenty (20) years from and after November 1, 1969.

The location of said railroad switch tracks shall be as shown in red on print hereto attached which, by reference, is made a part of this ordinance. Said railroad switch tracks shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. The grantee shall keep that portion of the public way occupied by said railroad switch tracks in good condition and repair, safe for public travel and free from snow, ice and dirt, to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of six hundred and no/100 dollars ($600.00) per annum, in advance, the first payment to be made as of the date of November 1, 1969, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof before the structures and appliances herein authorized are removed and the public way is restored as herein required.

*Grant to Harry B. Helmsley and Irving Schneider, General Partners.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority hereby are given and granted to Harry B. Helmsley and Irving Schneider, General Partners, a General Partnership, their heirs, executors and assigns, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a vault underneath the surface of the east-west public alley north of W. Madison Street, known as Calhoun Place, from eighteen (18) feet east of the east line of N. La Salle Street eastward a distance of seventy-three (73) feet. Said vault shall not exceed eight (8) feet in width, seventy-three (73) feet in length nor fifteen (15) feet in depth, and shall contain three (3) coal holes not to exceed three (3) feet by three (3) feet in size on the surface of the alley over said vault; for a period of ten (10) years from and after July 15, 1969.

The location of said vault shall be as shown on print hereto attached, which by reference is made a part of this ordinance. Said vault shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. The grantee shall keep that portion of the public way over said vault in good condition and repair, safe for public travel over the same and free from snow, ice and dirt to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of eight hundred forty-one and no/100 dollars ($841.00) per annum, in advance, the first payment to be made as of July 15, 1969, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof before the structures and appliances herein authorized are removed and the public way is restored as herein required.

### *Grant to Sears, Roebuck and Co.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority hereby are given and granted to Sears, Roebuck and Co., a corporation, its successors and assigns, upon the terms and subject to the conditions of this ordinance to maintain and use as now constructed a one-story covered bridge or passageway not to exceed fifteen (15) feet in width over and across S. Central Park Avenue from a point on the east line thereof one hundred one (101) feet south of the south line of W. Arthington Street to a point on the west line thereof ninety-eight (98) feet south of the south line of W. Arthington Street, connecting the second floor of the building known as No. 3559 W. Arthington Street with the corresponding floor of the premises known as No. 3601 W. Arthington Street; for a period of ten (10) years from and after August 8, 1969.

The location of said covered bridge or passageway shall be as shown on sketch hereto attached, which by reference is made a part of this ordinance. The lowest portion of said covered bridge or passageway shall be not less than fourteen (14) feet above the surface of the public way at said location, and shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. The grantee shall keep that portion of the public way under said covered bridge or passageway in good condition and repair, safe for public travel and free from snow, ice and dirt, to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of three hundred and no/100 dollars ($300.00) per annum, in advance, the first payment to be made as of August 8, 1969, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof before the structures and appliances herein authorized are removed and the public way is restored as herein required.

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### *Frank Masciopinto: Space in Public Way.*

On motion of Alderman Sain the proposed order transmitted with the pending committee report was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, Wigoda, Sperling—46.

*Nays*—None.

The following is said order as passed:

*Ordered,* That the City Comptroller be and he is hereby authorized to issue a permit to Frank Masciopinto to occupy fifty (50) feet by two hundred (200) feet of space in the unpaved portion of the west side of S. Calumet Avenue north of E. 63rd Street, and the grantee shall furnish insurance coverage for public liability and property damage in amounts acceptable to the City Comptroller; for a period of three (3) years from and after October 14, 1969, at an annual compensation fee of one thousand and no/100 dollars ($1,000.00) payable annually in advance, said permit to be subject to revocation by either party on thirty (30) days' notice in writing, or may be revoked by the Mayor at any time in his discretion.

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### Public Alley Vacated in Block Bounded by E. 28th St., E. 29th St., S. Michigan Av. and S. Wabash Av.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass a proposed ordinance (which was drafted and submitted in compliance with an order passed on April 9, 1969, page 5285) for the vacation of all of the north-south 16-foot public alley in the block bounded by E. 28th Street, E. 29th Street, S. Michigan Avenue and S. Wabash Avenue.

On motion of Alderman Sain said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, Wigoda, Sperling—46.

*Nays*—None.

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of public alley described in the following ordinance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That all of the North-South Sixteen (16) foot public alley lying West of and adjoining the West line of Lots One (1) to Twelve (12), both inclusive, and lying East of and adjoining the East line of Lots Thirteen (13) to Twenty-four (24), both inclusive, in John G. Barrett's Subdivision of Block Eighty-eight (88) in Canal Trustees' Subdivision of the West Half (W.½) of Section

Twenty-seven (27), Township Thirty-nine (39) North, Range Fourteen (14) East of the Third Principal Meridian; said public alley herein vacated being further described as all of the North-South public alley in the block bounded by E. 28th Street, E. 29th Street, S. Wabash Avenue and S. Michigan Avenue, as colored in red and indicated by the words "TO BE VACATED" on the plat hereto attached, which plat for greater certainty is hereby made a part of this ordinance, be and the same is hereby vacated and closed, except for such rights as are reserved to Commonwealth Edison Company and Illinois Bell Telephone Company by Section Two (2) hereof, inasmuch as the same with the exception of the reservations contained in Section Two (2) hereof, is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The City of Chicago hereby reserves for the benefit of Commonwealth Edison Company and Illinois Bell Telephone Company, their successors or assigns, easements to operate, maintain, construct, replace and renew overhead poles, wires and associated equipment and underground conduit, cables and associated equipment for the transmission and distribution of electric energy and telephonic and associated services under, over and along the public alley as herein vacated, with the right of ingress and egress.

SECTION 3. The vacation herein provided for is made upon the express condition that within six (6) months after the passage of this ordinance, Maple Manufacturing Company shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to said owner of part of the property abutting said public alley herein vacated, the sum of one thousand nine hundred and no/100 dollars ($1,900.00), which sum in the judgment of this body will be equal to such benefits; the City of Chicago being the owner of the remaining property abutting said public alley hereby vacated; and further, the City of Chicago shall within six (6) months after the passage of this ordinance, file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance.

SECTION 4. This ordinance shall take effect and be in full force and effect from and after its passage and approval, subject however, to the conditions of Section Three (3) hereof.

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## Part of S. Damen Av. and Adjacent Public Alleys Vacated in Area Bounded by W. Roosevelt Road, W. Grenshaw St., S. Hoyne Av., Etc.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass a proposed ordinance (which was drafted and submitted in compliance with an order passed on April 25, 1969, page 5454) for the vacation of all that part of S. Damen Avenue together with all of the public alleys and part of public alley in the area bounded by W. Roosevelt Road, W. Grenshaw Street, S. Hoyne Avenue and a line 34.2 feet east of and parallel with the west line of said west line extended south and the north-south 16-foot public alley running south from W. Grenshaw Street.

On motion of Alderman Sain said proposed ordinance was *Passed*, by yeas and nays as follows:

*Yeas*—Aldermen Roti, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, Wigoda, Sperling—46.

*Nays*—None.

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public street, public alleys and part of public alley described in the following ordinance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That all that part of S. Damen Avenue opened by Condemnation Proceedings as per ordinance passed by the City Council February 28, 1928, Order of Possession May 26th and July 31, 1936, County Court General No. 59451, described as follows: all those parts of Lots One (1) and Two (2) lying West of a line Thirty-four and Two-tenths (34.2) feet East of and parallel with the East line of Lot Eight (8), all in Block Seven (7) in Subdivision of Blocks Seven (7) and Eight (8) together with the East Half (E.½) of Block Six (6) of Tiernan's Subdivision of those parts of the East Half (E.½) of the Southwest Quarter (S.W.¼) and of the West One and Thirty-seven Hundredths (1.37) chains of the West Half (W.½) of the Southeast Quarter (S.E.¼) of Section Eighteen (18), Township Thirty-nine (39) North, Range Fourteen (14) East of the Third Principal Meridian lying South of the South Western Plank Road, excepting the West Four and Sixty-two Hundredths (4.62) acres of said part of the East Half (E.½) of the Southwest Quarter (S.W.¼) of said Section Eighteen (18); also all those parts of Lots One (1) to Six (6), both inclusive, in Subdivision of Lots Three (3), Four (4), Five (5), Six (6) and Seven (7) in Block Seven (7) of Tiernan's Subdivision aforementioned lying West of a line Thirty-four and Two-tenths (34.2) feet East of and parallel with the East line of Lot Eight (8) and said East line extended South, in Block Seven (7) in Subdivision of Blocks Seven (7) and Eight (8) together with the East Half (E.½) of Block Six (6) of Tiernan's Subdivision aforementioned; also all those parts of Lots Forty-one (41) and Forty-two (42) lying East of and adjoining a line One Hundred Twenty-eight (128) feet West of and parallel with the original West line of S. Damen Avenue and lying West of and adjoining a line Thirty-four and Two-tenths (34.2) feet East of and parallel with the West line of said Lot Forty-one (41), in Block Seven (7) in Subdivision of Blocks Seven (7) and Eight (8) together with the East Half (E.½) of Block Six (6) of Tiernan's Subdivision aforementioned; also all of the North-South Sixteen (16) foot public alley lying West of and adjoining the West line of Lots One (1) and Two (2), lying East of and adjoining the East line of Lots Eight (8) and Forty (40) and the East line of said Lot Eight (8) extended South and lying North of and adjoining the North line of Lot Forty-one (41), all in Block Seven (7) in Subdivision of Blocks Seven (7) and Eight (8) together with the East Half (E.½) of Block Six (6) of Tiernan's Subdivision aforementioned, and lying West of and adjoining the West line of Lots One (1) to Six (6), both inclusive, and the West line of said Lot One (1) extended South, in Subdivision of Lots Three (3), Four (4), Five (5), Six (6) and Seven (7) in Block Seven (7) of Tiernan's Subdivision aforementioned; all that part of the East-West Sixteen (16) foot public alley lying South and Southwesterly of and adjoining the South and Southwesterly lines, respectively, of Lot One (1) in Subdivision of Lots Three (3), Four (4), Five (5), Six (6) and Seven (7) in Block Seven (7) of Tiernan's Subdivision aforementioned, lying North of and adjoining the North line of Lots Forty-one (41) and Forty-two (42) and lying West of and adjoining a line Thirty-four and Two-tenths (34.2) feet East of and parallel with the East line of Lot Forty (40), in Block Seven (7) in Subdivision of Blocks Seven (7) and Eight (8) together with the East Half (E.½) of Block Six (6) of Tiernan's Subdivision aforementioned; all of the East-West Sixteen (16) foot public alley lying South of and adjoining the South line of Lots Eight (8) to Seventeen (17), both inclusive, lying Southeasterly of and adjoining the Southeasterly line of said Lot Eight (8), lying Southwesterly of and adjoining the Southwesterly line of said Lot Seventeen (17), lying North of and adjoining the North line of Lots Thirty-one (31) to Forty (40), both inclusive, lying Northwesterly of and adjoining the Northwesterly line of said Lot Thirty-one (31), lying Northeasterly of and adjoining the Northeasterly line of said Lot Forty (40), lying West of and adjoining the East line of said Lot Forty (40) extended North and lying East of and adjoining the West line of said Lot Thirty-one (31) extended North, in Block Seven (7) in Subdivision of Blocks Seven (7) and Eight (8) together with the East Half (E.½) of Block Six (6) of Tiernan's Subdivision aforementioned, and all of the East-West Sixteen (16) foot public alley together with all of the North-South Sixteen (16) foot public alley lying South and Southeasterly of and adjoining the South and Southeasterly lines, respectively, of Lot Twenty-four (24), lying North of and adjoining the North line of Lots Twenty-five (25) to Thirty (30), both inclusive, lying East of and adjoining the East line of Lots Twenty-three (23) and Twenty-four (24) and said East line of Lot Twenty-three (23) produced North Ten (10) feet and lying West of and adjoining the West line of Lots Seventeen (17) and Thirty-one (31) and the West line of said Lot Seventeen (17) extended South, all in Block Seven (7) in Subdivision of Blocks (7) and Eight (8) together with the East Half (E.½) of Block Six (6) of Tiernan's Subdivision aforementioned and lying South of and adjoining the South line of Lot Eight (8) produced East Sixteen (16) feet, in Subdivision of Lots Eighteen (18), Nineteen (19), Twenty (20), Twenty-one (21) and Twenty-two (22) in Block Seven (7) of Tiernan's Subdivision aforementioned; said part of public street together with said public alleys and part of public alley herein vacated being further described as all that part of S. Damen Avenue together with all of the public alleys and part of public alley in the area bounded by W. Roosevelt Road, W. Grenshaw Street, S. Hoyne Avenue and a line Thirty-four and Two-tenths (34.2) feet East of and parallel with the West line and said West line extended South of the North-South Sixteen (16) foot public alley running South from W. Grenshaw Street, said alley lying West of and adjoining S. Damen Avenue as opened by condemnation proceedings, as colored in red and indicated by the words "To Be Vacated" on the plat hereto attached, which plat for greater certainty is hereby made a part of this ordinance, be and the same are hereby vacated and closed, inasmuch as the same are no longer required for public use and the publice interest will be subserved by such vacations.

Section 2. The vacations herein provided for are made upon the express condition that within six (6) months after the passage of this ordinance, the Medical Center Commission shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance.

Section 3. This ordinance shall take effect and be in full force and effect from and after its passage and approval, subject however, to the condition of Section Two (2) hereof.

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## Part of Public Alley Vacated in Block Bounded by W. Fullerton Av., Right of Way of Kennedy Expressway and N. Oakley Av.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass a proposed ordinance (which was drafted and submitted in compliance with an order passed on April 25, 1969, page 5455) for the vacation of all of the north-south 16-foot public alley lying between W. Fullerton Avenue and the north terminus of said alley 24 feet, more or less, north thereof, in the block bounded by W. Fullerton Avenue, the right of way of John Fitzgerald Kennedy Expressway and N. Oakley Avenue.

**On motion of Alderman Sain said proposed ordinance was *Passed*, by yeas and nays as follows:**

*Yeas*—Aldermen Roti, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, Wigoda, Sperling—46.

*Nays*—None.

**The following is said ordinance as passed:**

Whereas, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of public alley described in the following ordinance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

Section 1. That all of the North-South Sixteen (16) foot public alley lying West of and adjoining the West line of Lot Forty-one (41), lying East of and adjoining the East line of Lot Nine (9) and lying South of and adjoining the North line of said Lot Nine (9) produced East Sixteen (16) feet, all in Block Four (4) of Edward I. Tinkham's Addition to Holstein, being that part of the Southwest Quarter (S.W.¼) of Section Thirty (30), Township Forty (40) North, Range Fourteen (14) East of the Third Principal Meridian, lying South of the Illinois and Wisconsin Railroad; said public alley herein vacated being further described as all of the North-South public alley lying between W. Fullerton Avenue and the North terminus of said alley Twenty-four (24) foot, more or less, North thereof, in the block bounded by W. Fullerton Avenue, the right of way of John Fitzgerald Kennedy Expressway and N. Oakley Avenue, as colored in red and indicated by the words "TO BE VACATED" on the plat hereto attached, which plat for greater certainty is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The vacation herein provided for is made upon the express condition that within ninety (90) days after the passage of this ordinance, The Mills Envelope Company shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said public alley hereby vacated, the sum of seven hundred sixty-eight and no/100 dollars ($768.00), which sum in the judgment of this body will be equal to such benefits; and further, shall within ninety (90) days after the passage of this ordinance deposit in the City Treasury of the City of Chicago a sum sufficient to defray all costs of removing paving and curb returns and constructing sidewalk and curb across the entrance to the North-South public alley herein vacated, similar to the sidewalk and curb in W. Fullerton Avenue between N. Oakley Avenue and John Fitzgerald Kennedy Expressway. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Streets and Sanitation after such investigation as is requisite.

SECTION 3. This ordinance shall take effect and be in force from and after its passage subject to the conditions of Section Two (2) hereof, provided that The Mills Envelope Company shall within ninety (90) days after the passage of this ordinance, file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance.

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## Ordinances Passed for Street and Alley Improvements by Special Assessment.

The Committee on Local Industries, Streets and Alleys, to which had been referred (on September 17, 1969) six proposed ordinances recommended by the Board of Local Improvements for street and alley improvements, submitted reports recommending that the City Council pass said proposed ordinances (transmitted therewith).

On separate motions made by Alderman Sain *each* of the said proposed ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, Wigoda, Sperling—46.

*Nays*—None.

The following are descriptive summaries of the said six improvement ordinances as passed:

### *Alley between W. Byron St., W. Grace St., N. Oconto Av. and N. Octavia Av.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadway of the alley between W. Byron Street, W. Grace Street, N. Oconto Avenue and N. Octavia Avenue.

### *Alleys between S. Archer Av., S. Lyman St., S. Loomis St. and S. Haynes Ct., Etc.—Sewers, Etc. and Grading, Paving and Improving.*

An ordinance for constructing tile pipe sewers with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadways of the alleys between S. Archer Avenue, S. Lyman Street, S. Loomis Street and S. Haynes Court; also that part of the northeasterly-southwesterly alley from a line fifteen feet easterly of the westerly line of S. Loomis Street to the westerly line of S. Loomis Street.

### *Alley North of North Line of W. 57th St., Etc. between W. 56th St., W. 57th St., S. Nordica Av. and S. Nottingham Av.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadway of the alley from a line parallel with and three hundred sixty-two and three-tenths feet north of the north line of W. 57th Street to the north line of W. 57th Street; also that part of the alley from a line parallel with and eighteen feet south of the north line of W. 57th Street to the north line of W. 57th Street between W. 56th Street, W. 57th Street, S. Nordica Avenue and S. Nottingham Avenue.

### *Alley between W. 64th Pl., W. 65th St., S. Kedzie Av. and S. Spaulding Av., Etc.—Sewer Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadway of the alley between W. 64th Place, W. 65th Street, S. Kedzie Avenue and S. Spaulding Avenue; also that part of the alley from a line parallel with and twelve feet east of the west line of S. Kedzie Avenue to the west line of S. Kedzie Avenue.

### *Alleys between E. 81st St., E. 81st Pl., S. Woodlawn Av. and N.Y.C. St. L. RR., Etc.—Sewers, Etc. and Grading, Paving and Improving.*

An ordinance for constructing tile pipe sewers with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadways of the alleys between E. 81st Street, E. 81st Place, S. Woodlawn Avenue and N.Y.C. St. L. R.R.; also that part of the north-south alley from a line parallel with and eighteen feet south of the north line of E. 81st Place to the north line of E. 81st Place.

### *Improvement of N. New England Av.*

An ordinance for grading, paving and improving N. New England Avenue from the south line of W. Gregory Street to a line parallel with and twelve feet south of the northerly line of W. Higgins Avenue.

### Ordinance Passed for Construction of Sidewalk in Certain System of Streets.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, recommended by the Board of Local Improvements (which was referred to the committee on September 17, 1969) for the construction of a concrete sidewalk six feet in width and one foot from the lot line towards the curb line in a system of streets as follows:

East side of S. Karlov Avenue from the south curb line of W. 58th Street to the north line of the first alley south of the south curb line of W. 58th Street;

East side of S. Keeler Avenue from the south curb line of W. 57th Street to the north curb line of W. 58th Place.

On motion of Alderman Sain said proposed ordinance was *Passed*, by yeas and nays as follows:

*Yeas*—Aldermen Roti, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, Wigoda, Sperling—46.

*Nays*—None.

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## COMMITTEE ON JUDICIARY.

### Report as to Status of Pending Proposed Resolution Under Council Rule 43.

Alderman Shannon, Chairman of the Committee on Judiciary, submitted the following report as to status of pending proposed resolution:

CHICAGO, October 8, 1969.

*To the President and Members of the City Council:*

In response to a request of the Alderman of the Fifth Ward for a report under Rule 43 of the Rules of Order of the City Council on a proposed resolution concerning the recommendation of the National Advisory Commission on Civil Disorders, I wish to report that a study of the report has not yet been completed and that a hearing will be held upon completion of such study.

Respectfully submitted,

(Signed) WILLIAM H. SHANNON,
*Chairman.*

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## COMMITTEE ON POLICE, FIRE, CIVIL SERVICE, SCHOOLS AND MUNICIPAL INSTITUTIONS.

### Reports as to Status of Pending Proposed Resolutions Under Council Rule 43.

Alderman McMahon, Chairman of the Committee on Police, Fire, Civil Service, Schools and Municipal Institutions, submitted the following reports as to status of pending proposed resolutions:

CHICAGO, October 8, 1969.

*To the President and Members of the City Council:*

In response to a written request of the Alderman of the Fifth Ward for a report under Rule 43 of the Rules of Order of the City Council on a proposed resolution referred to the Committee on Police, Fire, Civil Service, Schools and Municipal Institutions on November 15, 1968, concerning the advertising for sale of guns or ammunition, I wish to report that the members of the Committee were of the opinion that the Section 1, purpose of advertising for sale, may be a violation of the First Amendment of the United States Constitution. The second statement of the Resolution, its purpose is also in violation of the First Amendment of the United States Constitution and is awaiting comments from interested parties.

Respectfully submitted,

(Signed) EDWIN H. MCMAHON,
*Chairman, Committee on Police,*
*Fire, Civil Service,*
*Schools and Municipal*
*Institutions.*

CHICAGO, October 8, 1969.

*To the President and Members of the City Council:*

In response to a written request from the Alderman of the 5th Ward for a report under Rule 43 of the Rules of Order of the City Council on a proposed resolution referred to the Committee on Police, Fire, Civil Service, Schools and Municipal Institutions on June 2, 1967, page 250 of the Journal, concerning the bombing of the home of P.F.C. Howard Holmes, I wish to report that a meeting will be held in the future for the purpose of giving consideration to the subject matter of said resolution.

Respectfully submitted,

(Signed) EDWIN H. MCMAHON,
*Chairman, Committee on Police,*
*Fire, Civil Service,*
*Schools and Municipal*
*Institutions.*

## COMMITTEE ON UTILITIES.

### REPORT AS TO STATUS OF PENDING PROPOSED RESOLUTION.

Alderman Campbell, Chairman, Committee on Utilities, submitted the following report:

CHICAGO, October 8, 1969.

*To the President and Members of the City Council:*

In response to a written request from the Alderman of the 5th Ward for a report under Rule 43 of the Rules of Order of the City Council on a proposed resolution referred to the Committee on Utilities on July 8, 1969, requesting the Commonwealth Edison Company to construct cooling towers for its nuclear generating plant on Lake Michigan, I wish to report that the Committee has deferred consideration of this proposed resolution pending the disposition of suits filed in the Circuit Court of Cook County against the Commonwealth Edison Company as a result of the construction of the nuclear generating plants and their possible effect on the pollution of Lake Michigan.

Respectfully submitted,
(Signed) KENNETH E. CAMPBELL,
*Chairman, Committee on Utilities.*

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# MATTERS PRESENTED BY THE ALDERMEN

**(Presented by Wards, in Order, Beginning with the Fiftieth Ward).**

**Arranged under the following subheadings:**

1. **Traffic Regulations, Traffic Signs and Traffic-Control Devices.**
2. **Zoning Ordinance Amendments.**
3. **Claims.**
4. Unclassified Matters (arranged in order according to Ward numbers).
5. **Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection and Water Rate Exemptions, Etc.**

***Proposed ordinances, orders and resolutions, described below, were presented by the aldermen named, as noted. Except where otherwise noted or indicated hereinbelow, unanimous consent was given to permit action by the City Council on each of said proposed ordinances, orders and resolutions without previous committee consideration, in accordance with the provisions of Council Rule 43.***

## 1. TRAFFIC REGULATIONS, TRAFFIC SIGNS AND TRAFFIC-CONTROL DEVICES.

### *Referred*—PROPOSED ORDER FOR INSTALLATION OF PARKING METERS ON PORTION OF W. FOSTER AV.

Alderman Hoellen (47th Ward) presented a proposed order for the installation of parking meters on both sides of W. Foster Avenue between N. Wolcott Avenue and N. Honore Street; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—PROPOSED ORDINANCE TO INCREASE PARKING METER AREA GRAND-HARLEM (PROJECT GH).

Alderman Aiello (36th Ward) presented a proposed ordinance to increase the area of Parking Meter Area Grand-Harlem (Project GH) by adding thereto "W. Grand Avenue (north side) between N. Sayre and N. Nordica Avenues"; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—PROPOSED ORDINANCES TO PROHIBIT AT ALL TIMES PARKING OF VEHICLES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit at all times the parking of vehicles at the locations designated, for the distances specified, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Location and Distance* |
|---|---|
| Rayner (6th Ward) | S. Rhodes Avenue, at No. 7602 (at driveway) |
| Swinarski (12th Ward) | W. 43rd Street (both sides) between S. Wood Street and S. Western Avenue (Trucks and Semi-Trailers—only) |
| Krska (15th Ward) | S. Western Avenue (west side) between a point 250 feet north of W. 65th Street and a point 255 feet north thereof |
| Kuta (23rd Ward) | S. Pulaski Road (west side) in No. 4900 block (Trucks—only) |
| Gabinski (32nd Ward) | N. Bosworth Avenue (west side) between the north building line of premises at No. 1650 to alley south thereof |
| Laskowski (35th Ward) | W. Montana Street (south side) between N. Laramie Avenue and the first alley west thereof (except on Sundays and holidays) |

| *Alderman* | *Location and Distance* |
|---|---|
| [Laskowski (35th Ward)] | W. Fullerton Avenue (north side) between N. Laramie Avenue and a point 100 feet west thereof (except on Sundays and holidays) |
| | N. Laramie Avenue (west side) between W. Fullerton Avenue and W. Montana Street (except on Sundays and holidays) |
| Fifielski (45th Ward) | N. Austin Avenue (east side) between W. Eddy Street and the first alley north thereof |
| O'Rourke (48th Ward) | W. Argyle Street (south side) between N. Broadway and the first alley west thereof |
| | W. Montrose Avenue, at No. 820 (at driveway). |

### *Referred*—Proposed Ordinance to Discontinue Parking Prohibition at All Times on Portion of N. Washtenaw Av.

Alderman Brandt (33rd Ward) presented a proposed ordinance to discontinue the prohibition against the parking of vehicles at all times on the east side of N. Washtenaw Avenue between W. Belmont Avenue and a point 125 feet south thereof; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—Proposed Ordinance to Discontinue Parking Prohibition at All Times at No. 510 W. Belmont Av.

Alderman Singer (44th Ward) presented a proposed ordinance to discontinue the prohibition against the parking of vehicles at all times between the existing driveways at No. 510 W. Belmont Avenue; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—Proposed Ordinances to Prohibit Parking of Vehicles during Specified Hours at Specified Locations.

The aldermen named below presented proposed ordinances to prohibit the parking of vehicles, during the hours designated, at the locations specified, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Location, Distance and Time* |
|---|---|
| Brandt (33rd Ward) | N. Washtenaw Avenue (east side) between W. Belmont Avenue and the alley south thereof — 8:00 A.M. to 5:00 P.M. (except on Saturdays and Sundays) |
| Cullerton (38th Ward) | N. Lavergne Avenue between W. Roscoe and W. Addison Streets —9:00 A.M. to 6:00 P.M. (except on Saturdays, Sundays and holidays) |
| Laurino (39th Ward) | W. Peterson Avenue between a point 200 feet east of N. Kostner Avenue and a point 200 feet west thereof—7:00 A.M. to 9:00 A.M. (south side) and 4:00 P.M. to 6:00 P.M. (north side) (except on Saturdays, Sundays and holidays). |

### *Referred*—Proposed Ordinance to Discontinue Prohibition against Parking of Vehicles during Specified Hours on Portion of S. La Crosse Av.

Alderman Kuta (23rd Ward) presented a proposed ordinance to discontinue the prohibition against the parking of vehicles during specified hours on S. LaCrosse Avenue (both sides) between S. Archer Avenue and W. 51st Street; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—Proposed Ordinance to Change Area for Prohibition against Parking of Vehicles during Specified Hours on Portion of W. Belmont Av.

Alderman Brandt (33rd Ward) presented a proposed ordinance to prohibit the parking of vehicles from 7:00 A.M. to 9:00 A.M. (except on Saturdays, Sundays and holidays) on W. Belmont Avenue (south side) between N. Western Avenue and the premises at No. 2645 W. Belmont Avenue and between N. Washtenaw Avenue and a point 200 feet west of N. California (instead of N. Western Avenue (south side) and a line 200 feet west of N. California Avenue); also from 8:00 A..M to 5:00 P.M. (except on Saturdays and Sundays) on W. Belmont Avenue (south side) between No. 2645 and N. Washtenaw Avenue; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—Proposed Ordinance to Change Hours for Parking Prohibition on Portion of N. Lowell Av.

Alderman Brandt (33rd Ward) presented a proposed ordinance to prohibit the parking of vehicles during specified hours on N. Lowell Avenue between W. Lawrence Avenue and W. Ainslie Street—8:00 A.M. to 6:00 P.M. (instead of 8:00 A.M. to 8:00 P.M.); which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—Proposed Ordinances to Establish Loading Zones at Sundry Locations.

The aldermen named below presented proposed ordinances to establish loading zones at the locations designated, for the distances specified, and for limited periods where so indicated, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Location, Distance and Time* |
|---|---|
| Rayner (6th Ward) | S. Indiana Avenue (east side) alongside premises at No. 200 E. Marquette Road between existing driveway and a point 40 feet north thereof |
| | E. 71st Street, alongside premises at No. 7059 S. Wabash Avenue |
| Hines (18th Ward) | S. Ashland Avenue, at No. 8545 |
| Zydlo (26th Ward) | N. May Street (west side) between a point 55 feet north of W. Chicago Avenue and a point 30 feet north thereof—8:00 A.M. to 6:00 P.M. (except on Sundays and holidays) |

| *Alderman* | *Location, Distance and Time* |
|---|---|
| Aiello (36th Ward) | N. Moody Avenue (east side) between a point 20 feet north of W. Grand Avenue and a point 60 feet north thereof—8:00 A.M. to 6:00 P.M. (except on Saturdays, Sundays and holidays) |
| McCutcheon (43rd Ward) | W. Montana Street, at Nos. 1529-1533—8:30 A.M. to 5:00 P.M. (except on Saturdays, Sundays and holidays) |
| Singer (44th Ward) | W. Belmont Avenue, at No. 510 (between existing driveways) —9:00 A.M. to 9:00 P.M. |
| Kerwin (46th Ward) | W. Addison Street, at No. 1242 —8:00 A.M. to 4:30 P.M. |
| Sperling (50th Ward) | W. Greenleaf Avenue (south side) between a point 70 feet west of N. Western Avenue and a point 40 feet west thereof—8:00 A.M. to 6:00 P.M. (except on Saturdays, Sundays and holidays). |

### *Referred*—PROPOSED ORDINANCES TO FIX WEIGHT LIMIT OF FIVE TONS FOR VEHICLES ON SPECIFIED STREETS.

The aldermen named below presented proposed ordinances to fix a weight limit of five tons for trucks and commercial vehicles on the streets designated, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Street and Limits* |
|---|---|
| Casey (37th Ward) | N. Parkside Avenue between W. Madison and W. Lake Streets |
| | N. Waller Avenue between W. Madison and W. Lake Streets |
| | N. Menard Avenue between W. Madison and W. Lake Streets |
| | N. Mayfield Avenue between W. Madison and W. Lake Streets |
| | N. Mason Avenue between W. Madison and W. Lake Streets |
| | W. West End Avenue between N. Austin Boulevard and N. Central Avenue |
| | W. Fulton Street between N. Austin Boulevard and N. Central Avenue |
| Singer (44th Ward) | W. Henderson Street between N. Paulina and N. Wood Streets |
| | W. Nelson Street, in the No. 1300 block |
| | N. Southport Avenue between W. Wellington and W. Fullerton Avenues. |

### *Referred*—PROPOSED ORDINANCES TO RESTRICT MOVEMENT OF VEHICULAR TRAFFIC TO SINGLE DIRECTIONS ON SPECIFIED STREETS.

The aldermen named below presented proposed ordinances to restrict the movement of vehicular traffic to the direction indicated in each case, on specified streets, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Street, Distance and Direction* |
|---|---|
| Hines (18th Ward) | S. May Street between W. 76th and W. 79th Streets—southerly |
| Zydlo (26th Ward) | W. Ontario Street between N. Ashland Avenue and N. Paulina Street—westerly |
| Cullerton (38th Ward) | W. Melrose Street between N. Central and N. Austin Avenues—westerly |
| | First alley west of N. Central Avenue between W. School and W. Melrose Streets—southerly. |

### *Referred*—PROPOSED ORDINANCE TO IMPOSE SPEED LIMITS FOR VEHICLES ON PORTION OF W. AUGUSTA BLVD.

Alderman Zydlo (26th Ward) presented a proposed ordinance to limit the speed of vehicles to 25 miles per hour on W. Augusta Boulevard between N. Milwaukee and N. Western Avenues; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—PROPOSED ORDER FOR SURVEY TO ESTABLISH "NO PARKING" RESTRICTIONS ON PORTIONS OF PUBLIC WAYS IN 21ST WARD.

Alderman Frost (21st Ward) presented a proposed order to cause a survey to be made with a view to establish "No Parking" restrictions from 9:00 A.M. to 10:00 A.M. on both sides of public ways, as follows:

> S. Wabash Avenue from E. 85th to E. 88th Streets; S. Michigan Avenue from E. 85th to E. 88th Streets; S. State Street from 86th to 89th Streets; S. Wabash Avenue from E. 93rd to E. 95th Streets; S. Lafayette Avenue from W. 92nd to W. 97th Streets; S. Michigan Avenue from E. 93rd to E. 97th Streets; S. State Street from 93rd to 97th Streets; S. Perry Avenue from W. 93rd to W. 97th Streets; S. LaSalle Street from W. 93rd to W. 97th Streets; S. Wentworth Avenue from W. 93rd to W. 97th Streets; E. and W. 95th Street from S. Indiana to S. Harvard Avenues; E. and W. 94th Street from S. Wentworth to S. Indiana Avenues; W. 96th Street from S. Lafayette Avenue to S. Wentworth Avenue; E. 87th Street from S. State Street to S. Michigan Avenue and E. 86th Street from S. State Street to S. Michigan Avenue;

which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—PROPOSED ORDINANCE TO DESIGNATE PORTION OF S. WOOD ST. AS "THROUGH" STREET.

Alderman Sheridan (16th Ward) presented a proposed ordinance to designate S. Wood Street between W. 59th Street and W. Marquette Road as a "Through" street; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—PROPOSED ORDERS FOR INSTALLATIONS OF TRAFFIC SIGNS.

The aldermen named below presented proposed orders for installations of traffic signs, of the nature indicated and at the locations specified, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Location and Type of Sign* |
|---|---|
| McMahon (30th Ward) | W. Congress Parkway and S. Lavergne Avenue — "4-Way Stop" |
| Aiello (36th Ward) | W. Wabansia Avenue at N. Nordica Avenue—"Stop" |
| | W. Bloomingdale Avenue at N. Sayre Avenue—"Stop" |
| Casey (37th Ward) | N. Lockwood Avenue and W. Hirsch Street—"4-Way Stop" |
| Cullerton (38th Ward) | N. Nordica Avenue at W. Cornelia Avenue—"Stop" |
| | W. Wellington Avenue at N. Meade Avenue—"Stop" |
| | South entrances to first alley west of N. Central Avenue between W. School and W. Melrose Streets—"Stop" |
| Laurino (39th Ward) | W. Wilson Avenue at N. Knox Avenue—"Stop". |

### *Referred*—Proposed Orders for Installations of Traffic-Control Signals.

The aldermen named below presented proposed orders for installations of "Stop and Go" lights at the intersections indicated, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Intersection* |
|---|---|
| Cousins (8th Ward) | E. 84th Street and S. Ingleside Avenue |
| Laurino (39th Ward) | W. Wilson Avenue and N. Pulaski Road. |

## 2. ZONING ORDINANCE AMENDMENTS.

### *Referred*—Proposed Ordinance to Reclassify Particular Area.

Alderman Zydlo (26th Ward) presented a proposed ordinance for amendment of the Chicago Zoning Ordinance, for the purpose of reclassifying a particular area, which was *Referred to the Committee on Buildings and Zoning,* as follows:

To classify as an R4 General Residence District instead of a C1-2 Restricted Commercial District the area shown on Map No. 3-G bounded by

W. Division Street; a line 36 feet east of the alley next east of and parallel to N. Noble Street, or the line thereof if extended where no alley exists; W. Haddon Avenue, or the line thereof if extended where no street exists; and the east line of the alley next east of and parallel to N. Noble Street, or the line thereof if extended where no alley exists.

## 3. CLAIMS.

**Claims against the City of Chicago were presented by the aldermen designated below, respectively, for the claimants named, which were *Referred to the Committee on Finance,* as follows:**

| *Alderman* | *Claimant* |
|---|---|
| Krska (15th Ward) | Paul J. Crylen (for Robert J. Crylen, a Minor) |
| Campbell (20th Ward) | Richard W. Spinks |
| Laskowski (35th Ward) | Mrs. Clara Maruda |
| Laurino (39th Ward) | Philip Paschke |
| McCutcheon (43rd Ward) | Brian Pendleton |
| Sperling (50th Ward) | Richard A. Norman. |

## 4. UNCLASSIFIED MATTERS

### (Arranged in Order According to Ward Numbers).

*Proposed ordinances, orders and resolutions were presented by the aldermen named below, respectively, and were acted upon by the City Council in each case in the manner noted, as follows:*

### Presented by
### ALDERMAN ROTI (1st Ward):

### Issuance of Canopy Permit Authorized.

A proposed order reading as follows:

*Ordered,* That the City Comptroller is hereby authorized to issue a permit to Illinois Central Railroad Company, to maintain an existing canopy over the sidewalk in E. 11th Place, attached to building or structure located on the south side of E. 11th Place east of S. Michigan Avenue, for a period of ten years from and after November 5, 1969, in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Buildings and the Chief Fire Prevention Engineer, said canopy not to exceed 110 feet in length nor 18 feet in width: upon the filing of the application and bond and payment of the initial compensation provided for by ordinances relating to the construction and maintenance of canopies.

On motion of Alderman Roti said proposed order was *Passed.*

### *Referred*—PROPOSED ORDER TO PERMIT ST. FRANCIS XAVIER CABRINI HOSPITAL TO ERECT AND MAINTAIN FLAGPOLE.

Also a proposed order to direct the Commissioner of Streets and Sanitation to permit St. Francis Xavier Cabrini Hospital, No. 811 S. Lytle Street, to erect and maintain a 30-foot flagpole to be mounted on a concrete base on the parkway at the southeast corner of W. Polk and S. Lytle Streets.—*Referred to the Committee on Buildings and Zoning.*

### *Referred*—PROPOSED ORDINANCE TO AMEND ORDINANCE NAMING SPECIFIED PUBLIC ALLEYS AS "W. ARCADE PLACE".

Also a proposed ordinance to amend the ordinance passed by the City Council on April 9, 1969 (C. J. page 5251) providing for the naming of specified public alleys as "W. Arcade Place", to read as follows:

> "All of the East-West eighteen (18) foot public alleys in the blocks bounded by W. Madison Street, W. Monroe Street, S. Wells Street and S. Wacker Drive, be and the same hereby are named "W. Arcade Place".

—*Referred to the Committee on Local Industries, Streets and Alleys.*

### *Referred*—PROPOSED ORDINANCES FOR GRANTS OF PRIVILEGES IN PUBLIC WAYS.

Also three proposed ordinances for grants of privileges in public ways, which were *Referred to the Committee on Local Industries, Streets and Alleys,* as follows:

> First Federal Savings and Loan Association of Chicago: to maintain and use an existing vault under the first north-south 16-foot public alley east of S. Dearborn Street in the rear of the premises known as Nos. 1-15 S. Dearborn Street;
>
> The Lurie Company: to maintain and use an existing ornamental clock securely and properly attached to the building located at the southeast corner of W. Washington Street and N. LaSalle Street;
>
> 100 LaSalle, a Limited Partnership, and The Northern Trust Company, as Trustee under Trust No. 36239: to maintain and use an existing pipe tunnel under the 10-foot public alley west of N. LaSalle Street running north from W. Washington Street 26 feet; also to maintain and use an existing ventilating air duct and an existing 28-inch steel smoke stack over said 10-foot public alley.

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## Presented for
## ALDERMAN HUBBARD (2nd Ward):

### *Referred*—PROPOSED ORDER FOR ERECTION OF ILLUMINATED SIGN.

A proposed order (presented by Alderman Despres) for issuance of a permit to Bland Lincoln Mercury to erect an illuminated sign to project over the sidewalk at No. 2745 S. State Street.—*Referred to the Committee on Buildings and Zoning.*

## Presented by
## ALDERMAN METCALFE (3rd Ward) and OTHERS:

### Congratulations Extended Rev. Jesse Jackson and Associates on Creation of Black Expo '69.

A proposed resolution (presented by Alderman Metcalfe and others) reading as follows:

> WHEREAS, Under the auspices of Operation Breadbasket of the Southern Christian Leadership Conference, the Black Minorities Business and Cultural Exposition has been held at the International Amphitheater; and
>
> WHEREAS, The purpose of Black Expo '69—to showcase black accomplishment in the fields of cultural and business pursuits—may now be judged to have been a tremendous success from the standpoint of both the exhibitors and the viewing public; and
>
> WHEREAS, More than four hundred black and other minority businesses presented their wares to the public; and
>
> WHEREAS, Total attendance at the three-day cultural and trade fair approximated 500,000 persons, exceeding all expectations and amounting to a civic event of historical significance; and
>
> WHEREAS, Thousands of school-age enthusiasts and their elders derived inspiration from the exhibits, which focused attention upon the productivity of black citizens and emphasized great potentials for further development in creative, profession and competitive endeavor; now, therefore,
>
> *Be It Resolved by the Members of the City Council of the City of Chicago in meeting assembled this 8th day of October, A.D., 1969,* That we hereby extend our heartfelt congratulations to the Rev. Jesse Jackson and his associates in the creation and management of Black Expo '69, and do urge that this exhibition be repeated annually hereafter in our City as an incentive to the growth and development of business, industry and art.

Alderman Metcalfe moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed resolution. The motion *Prevailed.*

On motion of Alderman Metcalfe said proposed resolution was *Adopted.*

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## Presented by
## ALDERMAN DESPRES (5th Ward):

### Drafting of Ordinance for Vacation of Alley Directed.

A proposed order reading as follows:

> *Ordered,* That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of the south 498.1 feet, more or less, of the north-south 24-foot public alley, also providing for opening part of an alley for turn-around purposes at the north terminus of said vacation, in the block bounded by E. 56th Street, E. 57th Street, S. Kenwood Avenue and S. Kimbark Avenue, for the City of Chicago (Department of Urban Renewal) and the Board of Education, Project Hyde Park-Kenwood; said ordinance to be transmitted to the Committee on Local Industries, Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Despres said proposed order was *Passed.*

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### Presented by
### ALDERMAN RAYNER (6th Ward) and OTHERS:

*Referred*—PROPOSED RESOLUTION TO URGE CHICAGOANS TO OBSERVE VIETNAM MORATORIUM ON OCTOBER 15, 1969.

A proposed resolution (presented by Aldermen Rayner, Despres, Cousins, Simon, Singer, O'Rourke and Sperling) to urge the citizens of Chicago to participate in the Vietnam Moratorium on October 15, 1969.

Alderman Rayner moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed resolution. The motion to Suspend the Rules was *Lost,* by yeas and nays as follows:

*Yeas*—Aldermen Despres, Rayner, Cousins, Simon, Singer, O'Rourke, Sperling—7.

*Nays*—Aldermen Roti, Metcalfe, Holman, Bohling, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, McCutcheon, Fifielski, Kerwin, Hoellen, Wigoda—39.

Thereupon, two committees having been called (the Committee on Finance and the Committee on Police, Fire, Civil Service, Schools and Municipal Institutions), said proposed resolution was *Referred to the Committee on Committees and Rules* in accordance with the provisions of Council Rule 44.

*Referred*—PROPOSED RESOLUTION CONCERNING CADET PROGRAM OF FIRE DEPT.

Also a proposed resolution (presented by Aldermen Rayner, Despres, Cousins, Simon, McCutcheon, Singer, and O'Rourke) to request the Fire Commissioner to put the fire cadet program into effect immediately, etc.; also to request the Committee on Police, Fire, Civil Service, Schools and Municipal Institutions to conduct a complete investigation into the operation of the fire cadet program to date and to report its findings and recommendations, etc.

Alderman Rayner moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed resolution. The motion to Suspend the Rules was *Lost,* by yeas and nays as follows:

*Yeas*—Aldermen Despres, Rayner, Cousins, Simon, McCutcheon, Singer, O'Rourke—7.

*Nays*—Aldermen Roti, Holman, Bohling, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, Fifielski, Kerwin, Hoellen, Wigoda, Sperling—37.

Thereupon, two committees having been called (the Committee on Finance and the Committee on Police, Fire, Civil Service, Schools and Municipal Institutions), said proposed resolution was *Referred to the Committee on Committees and Rules* in accordance with the provisions of Council Rule 44.

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### Presented by
### ALDERMAN COUSINS (8th Ward):

*Referred*—PROPOSED ORDINANCE TO AMEND ORDINANCE FOR CANCELLATION OF WATER RATES ASSESSED AGAINST FIRST UNIVERSALIST CHURCH OF CHICAGO.

A proposed ordinance to amend the ordinance passed by the City Council on July 15, 1969, C. J. page 5845, cancelling water rates assessed against First Universalist Church of Chicago, No. 8250 S. Ingleside Avenue, as follows:

> By adding to Section 1 of said ordinance the language
>
> > "and water rates in the total amount of $145.45 and $147.05, respectively,";
>
> By striking out Section 2 of said ordinance and inserting a new Section 2 to read as follows:
>
> > "Section 2. That the Bureau of Water is hereby authorized and directed to exempt the said church from payment of any and all future water rates assessed against the said church and any property owned and operated by it in the conduct of its religious business."; and
>
> By adding thereto a new Section 3 to read as follows:
>
> > "Section 3. This ordinance shall be in full force and effect from and after its passage."

—*Referred to the Committee on Finance.*

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### Presented by
### ALDERMAN COUSINS (8th Ward) and ALDERMAN RAYNER (6th Ward):

*Referred*—PROPOSED ORDINANCE TO INCREASE PENALTY FEES CONCERNING INCITING RIOTS, ETC.

A proposed ordinance to amend Section 193-1.1 of the Municipal Code of Chicago concerning inciting riots, etc. by deleting from the third paragraph thereof the words "twenty-five dollars" and "two hundred dollars", and inserting in lieu thereof the words "one hundred dollars" and "five hundred dollars".—*Referred to the Committee on Finance.*

*Referred*—PROPOSED ORDINANCE TO INCREASE PENALTY FEES CONCERNING VIOLATIONS OF CIVIL RIGHTS.

Also a proposed ordinance to amend Section 3 of Chapter 199A of the Municipal Code of Chicago by deleting from said section the words "two hundred dollars", and inserting in lieu thereof the words "five hundred dollars".—*Referred to the Committee on Finance.*

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### Presented by
### ALDERMAN COUSINS (8th Ward) and OTHERS:

*Referred*—PROPOSED ORDINANCE FOR NEW REGULATIONS GOVERNING DUMPING OF REFUSE, ETC. ON PRIVATE PROPERTY.

A proposed ordinance (presented by Aldermen

Cousins, Despres and Rayner) to amend Section 99-36 of the Municipal Code of Chicago by adding the following paragraph:

> "Where any garbage, ashes, refuse, trash, rubbish, miscellaneous waste or refuse is dumped or deposited on private property, the Commissioner of Streets and Sanitation shall cause the same to be removed by sending a registered letter to the person or persons, if known, who either deposited or dumped or caused such to be deposited or dumped on the property, directing the person or persons to remove the same within a reasonable period designated by him. The Commissioner of Streets and Sanitation shall also send a letter to the owner or owners of the private property on which such dump or deposit has been made directing the removal of the substance within a reasonable period of time designated by him. If removal is not had within such designated time, the Commissioner of Streets and Sanitation shall remove the substance and the person or persons who deposited or dumped or caused the same to be deposited or dumped and the owner of such private property shall be jointly liable for the costs incurred by the city for removal. The Commissioner of Streets and Sanitation is authorized to ascertain and determine the amount of such costs and his determination shall be prima facie evidence of the amount of such costs."

Two committees having been called (the Committee on Health and the Committee on Judiciary), said proposed ordinance was *Referred to the Committee on Committees and Rules* in accordance with the provisions of Council Rule 44.

### *Referred*—PROPOSED ORDINANCE TO PRESCRIBE PENALTY FEES GOVERNING DUMPING OF REFUSE, ETC.

Also a proposed ordinance (presented by Aldermen Cousins, Despres and Rayner) to amend Section 99-36 of the Municipal Code of Chicago concerning dumping of refuse, etc. by adding the following paragraph to said Section:

> "Any person violating any provisions of this section shall be fined not less than $100 and not more than $500 for each offense and every day on which such violation shall continue, shall be deemed a separate and distinct offense."

—*Referred to the Committee on Finance.*

### *Referred*—PROPOSED ORDINANCE FOR NEW REGULATIONS GOVERNING SIDEWALK REPAIRS.

Also a proposed ordinance (presented by Aldermen Cousins, Despres, Rayner, Simon and Singer) to amend Section 33-23 of the Municipal Code of Chicago by adding thereto a new Section 33-23.1 to read as follows:

> 23.1. Any owner of an individual lot of land which is fronted by a sidewalk in need of repair, may request the Board of Local Improvements to repair that individual owner's sidewalk on a shared cost basis with the City of Chicago. That such repairs may be made without agreement of other property owners within the same block, whether or not their sidewalks are in need of repair."

—*Referred to the Committee on Local Industries, Streets and Alleys.*

### *Referred*—PROPOSED RESOLUTION TO EXPRESS DISAPPROVAL AND REGRET TO MR. AND MRS. FRED PEGUES ON RECENT FIRE AT THEIR HOME.

Also a proposed resolution (presented by Aldermen Cousins, Despres, Rayner and Singer) to express disapproval and regret to Mr. and Mrs. Fred Pegues, No. 835 W. 51st Place, concerning fire at their home on September 14, 1969, etc.

Alderman Cousins moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed resolution. The motion to Suspend the Rules was *Lost,* by yeas and nays as follows:

*Yeas*—Aldermen Despres, Rayner, Cousins, Singer, O'Rourke—5.

*Nays*—Aldermen Roti, Metcalfe, Holman, Bohling, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Fifielski, Kerwin, Wigoda, Sperling—40.

Thereupon, two committees having been called (the Committee on Finance and the Committee on Police, Fire, Civil Service, Schools and Municipal Institutions), said proposed resolution was *Referred to the Committee on Committees and Rules* in accordance with the provisions of Council Rule 44.

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## Presented by
## ALDERMAN LUPO (9th Ward) and OTHERS:

### All Chicagoans Urged to Join in Celebration of 477th Anniversary of Discovery of New World by Christopher Columbus.

A proposed resolution (presented by Alderman Lupo and others) reading as follows:

> WHEREAS, On Sunday, October 12, 1969, Americans of all races, creeds and ethnic origins will unite in observance of the 477th Anniversary of the discovery of the New World by Christopher Columbus; and
>
> WHEREAS, Christopher Columbus was the first of the vast legion of people of Italian ancestry who have throughout the centuries since 1492 contributed to the liberty, the historical growth and the cultural development of the Americans; and
>
> WHEREAS, Italian civic leaders in the City of Chicago, in public tribute to the memory of this great explorer and the acknowledged discoverer of the New World, Christopher Columbus, and in justifiable pride in their Italian heritage and the innumerable contributions of their fellow Italian-Americans to the history of our great Country and to the preservation of its principles and ideologies, have planned a mammoth parade to be held on Monday, October 13, 1969, to traverse southwardly along State Street, beginning at Wacker Drive and terminating at Congress Parkway, in celebration of this Columbus Day; now, therefore,
>
> *Be It Resolved,* That the City Council of the City of Chicago hereby urges all Chicagoans to join with our fellow Italian-Americans on this

observance of Columbus Day and to honor the native son of Italy and other Americans of Italian descent who have contributed so much and so unselfishly to the greatness of our Country, our State and our City.

Alderman Lupo moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed resolution. The motion *Prevailed.*

On motion of Alderman Lupo said proposed resolution was *Adopted.*

### Presented by
### ALDERMAN LUPO (9th Ward) and ALDERMAN BUCHANAN (10th Ward):

*Referred*—PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE IN PUBLIC WAY.

A proposed ordinance for a grant of permission and authority to Air Products and Chemicals, Inc. to excavate for, install, maintain and operate a private pipe line for the transmission of gaseous oxygen consisting of a steel pipe encased in a steel pipe sleeve at all crossings, under, along and across specified public streets and highways, beginning at a point approximately 1890 feet westerly of S. Indiana Avenue approximately 4 feet southerly of E. 127th Street, etc.—*Referred to the Committee on Local Industries, Streets and Alleys.*

### Presented by
### ALDERMAN BUCHANAN (10th Ward):

#### Tribute Paid to Antoinette DeRoulet for 50 Years of Service with Chicago Public Library.

A proposed resolution reading as follows:

> WHEREAS, A member of the Chicago Public Library, Antoinette DeRoulet, recently celebrated her 50th year of service; and
>
> WHEREAS, The history of our great City and the many City Government agencies is replete with individuals with as great a dedication as demonstrated by Antoinette DeRoulet. She began her career September 15, 1919. Her ability was promptly recognized and she rose through the ranks to a Branch Librarian rapidly. Her fifty years of service has been spent primarily on the south side of Chicago. She has been assigned to the following Library Branches—Chatham, Pullman, Blackstone and South Chicago, where she presently serves.
>
> Her activity has not been limited to just the library of a community. She participated in every phase of community activity that strives to improve the quality of life.
>
> In the South Chicago Community she participates in every civic and community organization; now, therefore,
>
> *Be It Resolved,* That the Honorable Mayor Richard J. Daley and the members of the City Council of the City of Chicago do recognize this great history of service, and in paying tribute so compliment the great dedication displayed by City employees whose records of accomplishment can never be equalled.

Alderman Buchanan moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed resolution. The motion *Prevailed.*

On motion of Alderman Buchanan said proposed resolution was *Adopted.*

### Presented by
### ALDERMAN BILANDIC (11th Ward):

*Referred*—PROPOSED ORDINANCE FOR ACCEPTANCE OF DEED OF CONVEYANCE FOR SPECIFIED PROPERTY FOR PUBLIC STREET PURPOSES.

A proposed ordinance for acceptance of a deed of conveyance from King Auto Wash, Inc. for certain property for the opening of the north 33 feet of W. 45th Street between the east line of S. Ashland Avenue, as widened, and a line 125 feet east of and parallel thereto, for public street purposes.—*Referred to the Committee on Local Industries, Streets and Alleys.*

### Presented by
### ALDERMAN SWINARSKI (12th Ward):

*Referred*—PROPOSED ORDERS FOR PAVING OF STREET AND ALLEY.

Two proposed orders to request the Board of Local Improvements to institute necessary proceedings to pave by special assessment a street and alley, which were *Referred to the Committee on Local Industries, Streets and Alleys,* as follows:

W. 36th Place between S. Rockwell Street and S. California Avenue;

Alley in the block bounded by W. 46th Street, W. 47th Street, S. Kedzie Avenue and S. Sawyer Avenue.

### Presented by
### ALDERMAN BURKE (14th Ward) and OTHERS:

*Referred*—PROPOSED RESOLUTION FOR STUDY OF APPROPRIATE MEANS OF REBUILDING MONUMENT TO CHICAGO POLICE OFFICERS SLAIN IN HAYMARKET RIOT.

A proposed resolution (presented by Aldermen Burke, Buchanan, Sheridan, Sain, McMahon and Gabinski) to request study to determine the most appropriate means of rebuilding the monument to Chicago police officers slain in the Haymarket Riot.—*Referred to the Committee on Cultural and Economic Development.*

### Presented by
### ALDERMAN SHERIDAN (16th Ward):

#### Buildings Declared Public Nuisances and Ordered Demolished.

A proposed ordinance reading as follows:

WHEREAS, The buildings located at the following locations, to wit:

No. 5842 S. Union Avenue,
No. 5914 S. Peoria Street (vacant and open),
No. 5705 S. Carpenter Street (vacant and open),
No. 5727 S. Carpenter Street (vacant and open),

No. 1108 W. 59th Street (boarded up),
No. 1110 W. 59th Street (boarded up),
No. 6952 S. Loomis Street (vacant and open),
No. 6845 S. May Street (vacant and open),
No. 6816 S. May Street (boarded up),
No. 6811 S. Aberdeen Street (boarded up),
No. 6847 S. Aberdeen Street (fire-gutted, vacant and open),
No. 5808 S. May Street, and
No. 1112 W. 61st Street,

are so deteriorated and weakened that they are structurally unsafe and a menace to life and property in their vicinity; therefore

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The buildings at the following locations to wit:

No. 5842 S. Union Avenue,
No. 5914 S. Peoria Street (vacant and open),
No. 5705 S. Carpenter Street (vacant and open),
No. 5727 S. Carpenter Street (vacant and open),
No. 1108 W. 59th Street (boarded up),
No. 1110 W. 59th Street (boarded up),
No. 6952 S. Loomis Street (vacant and open),
No. 6845 S. May Street (vacant and open),
No. 6816 S. May Street (boarded up),
No. 6811 S. Aberdeen Street (boarded up),
No. 6847 S. Aberdeen Street (fire-gutted, vacant and open),
No. 5808 S. May Street, and
No. 1112 W. 61st Street,

are declared public nuisances, and the Commissioner of Buildings is authorized and directed to demolish the same.

SECTION 2. This ordinance shall be effective upon its passage.

On motion of Alderman Sheridan said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, Wigoda, Sperling—46.

*Nays*—None.

*Referred*—PROPOSED RESOLUTION TO CONSIDER ADVISABILITY OF INCREASING PENALTY FEES FOR VIOLATIONS OF SPECIFIED CHAPTERS OF MUNICIPAL CODE.

Also a proposed resolution to consider the advisability and need for substantially increasing the penalty fees assessed for violations of Chapters 31, 33, 34, 35, 36, 43, 99, 101, 167 and 193 of the Municipal Code of Chicago, etc.—*Referred to the Committee on Finance.*

*Referred*—PROPOSED RESOLUTION TO REQUEST C.T.A. TO CONSIDER INSTALLATION OF PUBLIC TOILET FACILITIES AT 63RD AND ASHLAND ELEVATED STATION.

Also a proposed resolution to request the Chicago Transit Authority to consider installation of public toilet facilities in the 63rd and Ashland Elevated Station, etc.—*Referred to the Committee on Local Transportation.*

*Referred*—PROPOSED ORDINANCES FOR REMOVAL OF ABANDONED AUTOMOBILES ON SPECIFIED STREETS.

Also sundry proposed ordinances to authorize the Superintendent of Police to remove abandoned automobiles on specified streets in 16th Ward.—*Referred to the Committee on Finance.*

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## Presented by ALDERMAN SHANNON (17th Ward):

### Building Declared Public Nuisance and Ordered Demolished.

A proposed ordinance reading as follows:

WHEREAS, The building located at Nos. 7117-7119 S. Normal Avenue (garage-fire gutted) is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; therefore

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The building located at Nos. 7117-7119 S. Normal Avenue (garage-fire gutted) is declared a public nuisance, and the Commissioner of Buildings is authorized and directed to demolish the same.

SECTION 2. This ordinance shall be effective upon its passage.

On motion of Alderman Shannon said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, Wigoda, Sperling—46.

*Nays*—None.

*Referred*—PROPOSED ORDER FOR INSTALLATION OF LIGHTS IN SPECIFIED ALLEYS.

Also a proposed order to direct the Commissioner of Streets and Sanitation to install lights in the alleys in the block bounded by W. 77th Street, S. Normal Avenue, W. 78th Street and S. Fielding Avenue.—*Referred to the Committee on Finance.*

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## Presented by ALDERMAN HINES (18th Ward):

### Building Declared Public Nuisance and Ordered Demolished.

A proposed ordinance reading as follows:

WHEREAS, The building located at Nos. 1615-1617 W. 79th Street is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; therefore

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The building located at Nos. 1615-1617 W. 79th Street is declared a public nuisance, and the Commissioner of Buildings is authorized and directed to demolish the same.

SECTION 2. This ordinance shall be effective upon its passage.

On motion of Alderman Hines said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, Wigoda, Sperling—46.

*Nays*—None.

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### Presented by
### ALDERMAN FITZPATRICK (19th Ward):

### Drafting of Ordinance for Vacation of Portion of W. 110th Pl. and Alley Directed.

A proposed order reading as follows:

*Ordered,* That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of the east 34 feet of that part of W. 110th Place lying between S. Whipple Street and the right of way of the Grand Truck Western Railroad, also the east 34 feet of the east-west 16-foot public alley in the block bounded by W. 110th Place, W. 111th Street, S. Whipple Street and the west line of the right of way of said railroad, for Beverly Bank, Trustee, Trust No. 8-1386 and Kurt Nebel; said ordinance to be transmitted to the Committee on Local Industries, Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Fitzpatrick said proposed order was *Passed.*

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### Presented by
### ALDERMAN CAMPBELL (20th Ward):

### Building Declared Public Nuisance and Ordered Demolished.

A proposed ordinance reading as follows:

WHEREAS, The building located at No. 5609 S. Lafayette Avenue (garage in rear) is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; therefore

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The building located at No. 5609 S. Lafayette Avenue (garage in rear) is declared a public nuisance, and the Commissioner of Buildings is authorized and directed to demolish the same.

SECTION 2. This ordinance shall be effective upon its passage.

On motion of Alderman Campbell said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, Wigoda, Sperling—46.

*Nays*—None.

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### Presented by
### ALDERMAN FROST (21st Ward):

### Buildings Declared Public Nuisances and Ordered Demolished.

A proposed ordinance reading as follows:

WHEREAS, The buildings at the following locations, to wit:

No. 1040 W. 108th Place, and
No. 8942 S. Emerald Avenue,

are so deteriorated and weakened that each is structurally unsafe and a menace to life and property in its vicinity; therefore

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The buildings at the following locations, to wit:

No. 1040 W. 108th Place, and
No. 8942 S. Emerald Avenue,

are declared public nuisances, and the Commissioner of Buildings is authorized and directed to demolish the same.

SECTION 2. This ordinance shall be effective upon its passage.

On motion of Alderman Frost said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, Wigoda, Sperling—46.

*Nays*—None.

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### Presented by
### ALDERMAN KUTA (23rd Ward):

*Referred*—PROPOSED ORDER FOR ERECTION OF ILLUMINATED SIGN.

A proposed order for issuance of a permit to Airway Lincoln Mercury to erect an illuminated sign to project over the sidewalk at No. 4900 S. Pulaski Road.—*Referred to the Committee on Buildings and Zoning.*

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### Presented by
### ALDERMAN ZYDLO (26th Ward):

*Referred*—PROPOSED ORDINANCE TO PERMIT C.T.A. TO INSTALL, MAINTAIN AND OPERATE MOTORBUS ROUTE ON W. HADDON AV. AS PART OF DIVISION ST. ROUTE NO. 70.

A proposed ordinance for a grant of consent and permission to Chicago Transit Authority to install, maintain and operate a motorbus route on W. Haddon

Avenue from N. Ashland Avenue to N. Milwaukee Avenue—easterly, as part of Division Street Route No. 70.—*Referred to the Committee on Local Transportation.*

*Referred*—PROPOSED ORDINANCE FOR ESTABLISHMENT OF BUS STAND ON PORTION OF W. HADDON AV.

Also a proposed ordinance for establishment of a bus stand on W. Haddon Avenue (south curb) from a point 30 feet west of the west property line of N. Milwaukee Avenue to a point 95 feet west thereof—*Referred to the Committee on Local Transportation.*

### Presented by
### ALDERMAN SAIN (27th Ward):

### Buildings Declared Public Nuisances and Ordered Demolished.

A proposed ordinance reading as follows:

WHEREAS, The buildings located at the following locations, to wit:

No. 3149 W. Washington Boulevard,
No. 2959 W. Washington Boulevard,
No. 2341 W. Washington Boulevard,
Nos. 3201-3205 W. Warren Boulevard,
No. 3122 W. Warren Boulevard,
No. 3058 W. Warren Boulevard,
No. 3050 W. Warren Boulevard,
No. 3040 W. Warren Boulevard,
No. 2426 W. Warren Boulevard,
No. 2525 W. Madison Street,
No. 2437 W. Madison Street,
No. 2432 W. Madison Street,
No. 2853 W. Monroe Street,
No. 2659 W. Adams Street,
No. 2925 W. Adams Street,
Nos. 2956-2958 W. Adams Street,
No. 2957 W. 5th Avenue,
No. 2955 W. 5th Avenue,
No. 102 S. California Avenue,
No. 2925 W. Wilcox Street,
No. 2815 W. Wilcox Street,
No. 2659 W. Wilcox Street,
No. 2916 W. Van Buren Street,
No. 2848 W. Van Buren Street,
No. 2814 W. Van Buren Street,
No. 2730 W. Van Buren Street,
No. 2658 W. Van Buren Street,
No. 2640 W. Van Buren Street,
Nos. 1324-1330 W. Van Buren Street,
No. 1340 W. Van Buren Street,
Nos. 1342-1344 W. Van Buren Street,
No. 2930 W. Jackson Boulevard,
No. 2924 W. Jackson Boulevard,
No. 2741 W. Jackson Boulevard,
No. 2704 W. Jackson Boulevard,
No. 2729 W. Jackson Boulevard, and
Nos. 1456-1458 W. Jackson Boulevard,

are so deteriorated and weakened that each is structurally unsafe and a menace to life and property in its vicinity; therefore

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The buildings at the following locations, to wit:

No. 3149 W. Washington Boulevard,
No. 2959 W. Washington Boulevard,
No. 2341 W. Washington Boulevard,
Nos. 3201-3205 W. Warren Boulevard,
No. 3122 W. Warren Boulevard,
No. 3058 W. Warren Boulevard,
No. 3050 W. Warren Boulevard,
No. 3040 W. Warren Boulevard,
No. 2426 W. Warren Boulevard,
No. 2525 W. Madison Street,
No. 2437 W. Madison Street,
No. 2432 W. Madison Street,
No. 2853 W. Monroe Street,
No. 2659 W. Adams Street,
No. 2925 W. Adams Street,
Nos. 2956-2958 W. Adams Street,
No. 2957 W. 5th Avenue,
No. 2955 W. 5th Avenue,
No. 102 S. California Avenue,
No. 2925 W. Wilcox Street,
No. 2815 W. Wilcox Street,
No. 2659 W. Wilcox Street,
No. 2916 W. Van Buren Street,
No. 2848 W. Van Buren Street,
No. 2814 W. Van Buren Street,
No. 2730 W. Van Buren Street,
No. 2658 W. Van Buren Street,
No. 2640 W. Van Buren Street,
Nos. 1324-1330 W. Van Buren Street,
No. 1340 W. Van Buren Street,
Nos. 1342-1344 W. Van Buren Street,
No. 2930 W. Jackson Boulevard,
No. 2924 W. Jackson Boulevard,
No. 2741 W. Jackson Boulevard,
No. 2704 W. Jackson Boulevard,
No. 2729 W. Jackson Boulevard, and
Nos. 1456-1458 W. Jackson Boulevard,

are declared public nuisances, and the Commissioner of Buildings is authorized and directed to demolish the same.

SECTION 2. This ordinance shall be effective upon its passage.

On motion of Alderman Sain said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, Wigoda, Sperling—46.

*Nays*—None.

*Referred*—PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE IN PUBLIC WAY.

Also a proposed ordinance for a grant of permission and authority to The Board of Trustees of The Young Men's Christian Association of Metropolitan Chicago to maintain and use an existing 12-inch insulated tile conduit containing a 6-inch steam line and a 2-inch condensate return line 4 feet below the surface under and across the north-south public alley east of S. Ashland Boulevard from a point on the west line thereof 59 feet 5 inches south of the south line of W. Monroe Street to a point on the east line of said alley 72 feet 7 inches south of said south line of W. Monroe Street.—*Referred to the Committee on Local Industries, Streets and Alleys.*

### Presented by
### ALDERMAN BIGGS (29th Ward):

### Buildings Declared Public Nuisances and Ordered Demolished.

A proposed ordinance reading as follows:

WHEREAS, The buildings at the following locations, to wit:

No. 1500 S. Kedvale Avenue, and
No. 3152 W. Jackson Boulevard (partially demolished),

are so deteriorated and weakened that each is structurally unsafe and a menace to life and property in its vicinity; therefore

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The buildings at the following locations, to wit:

No. 1500 S. Kedvale Avenue, and
No. 3152 W. Jackson Boulevard (partially demolished),

are declared public nuisances, and the Commissioner of Buildings is authorized and directed to demolish the same.

SECTION 2. This ordinance shall be effective upon its passage.

On motion of Alderman Biggs said proposed ordinance was *Passed*, by yeas and nays as follows:

*Yeas*—Aldermen Roti, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, Wigoda, Sperling—46.

*Nays*—None.

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### Presented by
### ALDERMAN GABINSKI (32nd Ward):

### Issuance of Canopy Permit Authorized.

**A proposed order reading as follows:**

*Ordered*, That the City Comptroller is hereby authorized to issue a permit to Rafael Cardona, to maintain an existing canopy over the sidewalk in N. Milwaukee Avenue, attached to the building or structure located at Nos. 1453-1457 N. Milwaukee Avenue, for a period of ten years from and after August 1, 1968, in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Buildings and the Chief Fire Prevention Engineer, said canopy not to exceed 45 feet in length at building line nor 21 feet at curb line nor 12 feet in width: upon the filing of the application and bond and payment of the initial compensation provided for by ordinances relating to the construction and maintenance of canopies.

On motion of Alderman Gabinski said proposed order was *Passed*.

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### Presented by
### ALDERMAN AIELLO (36th Ward):

*Referred*—PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE IN PUBLIC WAY.

A proposed ordinance for a grant of permission and authority to Central Soya Company, Inc. to maintain and use an existing covered bridge or passageway over and across N. Laramie Avenue 117 feet north of the north line of vacated W. Moffatt Street containing an 18-inch conveyor belt, a 5-inch steam line and a 3-inch return steam line and conduits for the conveyance of electricity between the buildings of the grantee on both sides of N. Laramie Avenue.—*Referred to the Committee on Local Industries, Streets and Alleys.*

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### Presented by
### ALDERMAN CASEY (37th Ward):

*Referred*—PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE IN PUBLIC WAY.

A proposed ordinance for a grant of permission and authority to Citizens National Bank of Chicago to maintain and use an existing ornamental clock attached to the building located at No. 5200 W. Chicago Avenue.—*Referred to the Committee on Local Industries, Streets and Alleys.*

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### Presented by
### ALDERMAN CULLERTON (38th Ward):

### Drafting of Ordinance for Vacation of Portion of W. Carmen Av. Directed.

A proposed order reading as follows:

*Ordered*, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of all that part of W. Carmen Avenue lying between N. Delphia Avenue and the City Limits of Chicago approximately 116 feet west of said N. Delphia Avenue, for Delphia Enterprises, Incorporated; said ordinance to be transmitted to the Committee on Local Industries, Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Cullerton said proposed order was *Passed*.

*Referred*—PROPOSED ORDINANCE FOR EASEMENT AGREEMENT BETWEEN CITY AND OAK PARK TRUST & SAVINGS BANK, AS TRUSTEE, TO MAINTAIN WATER MAIN IN SPECIFIED PROPERTY.

Also a proposed ordinance for an easement agreement between the City and the Oak Park Trust & Savings Bank, as Trustee under Trust No. 5911, to maintain a water main in the following-described property, which was *Referred to the Committee on Finance:*

The west 20 feet of Clarence E. Neubaum's Resubdivision of Lot 8 in Second Addition to Mont Clare Gardens, being a subdivision of the E. ½ of the N.E. ¼ (except that part taken for railroad) of Section 30, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

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### Presented by
### ALDERMAN LAURINO (39th Ward):

### Building Declared Public Nuisance and Ordered Demolished.

A proposed ordinance reading as follows:

WHEREAS, The building located at Nos. 4177-4179 W. Irving Park Road is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; therefore

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The building located at Nos. 4177-4179 W. Irving Park Road is declared a public nuisance, and the Commissioner of Buildings is authorized and directed to demolish the same.

SECTION 2. This ordinance shall be effective upon its passage.

On motion of Alderman Laurino said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, Wigoda, Sperling—46.

*Nays*—None.

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## Presented by
## ALDERMAN SCHOLL (41st Ward):

### Congratulations Extended Mr. and Mrs. Walter Valters and Girl Scout Troop No. 1 on 50th Anniversary.

A proposed resolution reading as follows:

WHEREAS, Chicago's first Girl Scout Troop No. 1 will celebrate their 50th Anniversary Sunday, October 12, 1969; and

WHEREAS, Mr. and Mrs. Walter Valters have faithfully given of their time thousands of hours promoting good scouting; and

WHEREAS, Both Mr. and Mrs. Valters have helped many young people by teaching them the tenets of scouting; and

WHEREAS, Mr. and Mrs. Valters are truly outstanding citizens of the City of Chicago; now, therefore,

*Be It Resolved,* That the Honorable Mayor Richard J. Daley and the members of the City Council of the City of Chicago congratulate the former and present members of Girl Scout Troop No. 1 on their Anniversary and extend their appreciation for the services the Valters have rendered to the young people of Chicago.

Alderman Scholl moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed resolution. The motion *Prevailed.*

On motion of Alderman Scholl said proposed resolution was *Adopted.*

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## Presented for
## ALDERMAN FRIED (42nd Ward):

### Issuance of Canopy Permit Authorized.

A proposed order (presented by Alderman Cullerton) reading as follows:

*Ordered,* That the City Comptroller is hereby authorized to issue a permit to Drake Hotel, Inc., to maintain an existing canopy over the sidewalk in E. Walton Street, attached to the building or structure located at Nos. 140-178 E. Walton Street, for a period of ten years from and after November 28, 1969, in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Buildings and the Chief Fire Prevention Engineer, said canopy not to exceed 98 feet in length nor 20 feet 4 inches in width: upon the filing of the application and bond and payment of the initial compensation provided for by ordinances relating to the construction and maintenance of canopies.

On motion of Alderman Cullerton said proposed order was *Passed.*

### Name of Permittee Corrected in Ordinance Granting Privilege in Public Way.

Also a proposed ordinance (presented by Alderman Cullerton) reading as follows:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the ordinance passed by the City Council on July 29, 1969, appearing on page 5935 of the Journal of the Proceedings of said date, granting permission to C.P.C. International, Inc. to maintain and use a railroad switch track in N. Kingsbury Street southeasterly of the south line of W. Division Street, be and the same is hereby amended by striking out of Section 1, as printed, the following:

"C.P.C. International, Inc., a corporation"

and inserting in lieu thereof:

"S. B. Penick & Company, a corporation, a Division of C.P.C. International, Inc.,"

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Alderman Cullerton moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed ordinance. The motion *Prevailed.*

On motion of Alderman Cullerton said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, Wigoda, Sperling—46.

*Nays*—None.

### *Referred*—PROPOSED ORDINANCES FOR GRANTS OF PRIVILEGES IN PUBLIC WAYS.

Also three proposed ordinances (presented by Alderman Cullerton) for grants of privileges in public ways, which were *Referred to the Committee on Local Industries, Streets and Alleys,* as follows:

Chicago Title & Trust Company, as Trustee under Trust No. 53014: to maintain and use an existing hydraulic elevator lift or loading platform in the east-west public alley adjoining the premises known as No. 444 N. Wabash Avenue at a point 78 feet west of the west line of N. Wabash Avenue;

C. H. Hanson Company: to maintain and use an existing loading device consisting of pulleys, cables and a welded steel platform on the north side of the east-west 18-foot public alley in the rear of No. 303 W. Erie Street;

Wieboldt Stores, Inc.: to maintain and use an existing switch track at street grade on and across N. Hickory Avenue and N. North Branch Street at a point 175 feet southeasterly of the northerly line of W. Haines Street, thence northwesterly on and along N. Hickory Avenue and N. North Branch Street crossing W. Haines Street to the northerly line of said W. Haines Street.

### Presented by
### ALDERMAN McCUTCHEON (43rd Ward):

**Drafting of Resolution for Opening of Additional Right of Way on Portion of W. North Av.**

A proposed order reading as follows:

*Ordered,* That the Commissioner of Public Works is hereby directed to prepare a resolution providing for opening 34 feet of additional right of way on the north side of W. North Avenue between N. LaSalle Street and N. Wells Street and between a line 99 feet west of N. Wells and N. Vine Streets; also for opening 25 feet of additional right of way on the north side of said W. North Avenue between N. Wells Street and a line 99 feet west thereof, for the City of Chicago (Department of Urban Renewal), Project Lincoln Park I; said ordinance to be transmitted to the Committee on Local Industries, Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman McCutcheon said proposed order was *Passed.*

### Presented by
### ALDERMAN SINGER (44th Ward) and OTHERS:

*Referred*—PROPOSED RESOLUTION TO PROCLAIM WEEK OF NOV. 9-15 AS "FARM LABOR WEEK IN CHICAGO".

A proposed resolution (presented by Aldermen Singer, Despres, Rayner, Cousins, Simon and O'Rourke) to request the Mayor to proclaim the week of November 9-15 as "Farm Labor Week in Chicago".—*Referred to the Committee on Finance.*

### Presented by
### ALDERMAN FIFIELSKI (45th Ward):

*Referred*—PROPOSED ORDINANCE FOR NEW REGULATIONS GOVERNING PRIVATE RESIDENTIAL SWIMMING POOLS.

A proposed ordinance to delete Sections 61-18.1 through 61-18.19 of the Municipal Code of Chicago, and substituting therefor new Sections 61-18.1 through 61-18.6, concerning private residential swimming pools.—*Referred to the Committee on Buildings and Zoning.*

*Referred*—PROPOSED RESOLUTION TO MEMORIALIZE BUREAU OF FORESTRY TO ENGAGE IN PROGRAM OF REMOVAL OF DEAD TREE LIMBS AND BOUGHS, ETC.

Also a proposed resolution to memorialize the Bureau of Forestry to engage in a program of removal of all dead tree limbs and boughs in a systematic house to house campaign and to commence with trunk removal only after all dead limbs and boughs have been removed.

Alderman Fifielski moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed resolution. The motion to Suspend the Rules was *Lost,* by yeas and nays as follows:

*Yeas*—Aldermen Despres, Rayner, Bohling, Cousins, Staszcuk, Brandt, Sande, Simon, Scholl, McCutcheon, Singer, Fifielski, Hoellen, O'Rourke, Sperling —15.

*Nays*—Aldermen Roti, Metcalfe, Holman, Lupo, Buchanan, Bilandic, Swinarski, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Aiello, Casey, Cullerton, Laurino, Kerwin, Wigoda—31.

Whereupon said proposed resolution was *Referred to the Committee on Forestry and Recreation.*

### Presented by
### ALDERMAN KERWIN (46th Ward):

*Referred*—PROPOSED ORDER FOR REFUND OF LICENSE FEES TO AMERICAN HOSPITAL OF CHICAGO.

A proposed order to direct the City Comptroller to refund fees in the amount of $740.00 (Account No. 100-9112) for Hospital License No. 61, paid by American Hospital of Chicago, No. 850 W. Irving Park Road.—*Referred to the Committee on Finance.*

### Presented by
### ALDERMAN HOELLEN (47th Ward):

**Issuance of Canopy Permit Authorized.**

A proposed order reading as follows:

*Ordered,* That the City Comptroller is hereby authorized to issue a permit to Davis Theatre Company, Inc. to maintain an existing canopy over the sidewalk in N. Lincoln Avenue, attached to the building or structure located at Nos. 4614-4616 N. Lincoln Avenue, for a period of ten years from and after October 8, 1969, in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Buildings and the Chief Fire Prevention Engineer, said canopy not to exceed 35 feet in length nor 4 feet in width: upon the filing of the application and bond and payment of the initial compensation provided for by ordinances relating to the construction and maintenance of canopies.

On motion of Alderman Hoellen said proposed order was *Passed.*

*Referred*—PROPOSED RESOLUTION TO CONSIDER PLANS TO REHABILITATE AND REOPEN RECREATIONAL AREAS OF NAVY PIER.

Also a proposed resolution to direct the Committee on Forestry and Recreation to consider plans to rehabilitate and to reopen the recreational areas of Navy Pier.

Two committees having been called (the Committee on Finance and the Committee on Forestry and Recreation), said proposed resolution was *Referred to the Committee on Committees and Rules* in accordance with the provisions of Council Rule 44.

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### Presented by
### ALDERMAN HOELLEN (47th Ward) and ALDERMAN SCHOLL (41st Ward):

*Referred*—PROPOSED RESOLUTION TO CONSIDER PRIVATE CONTRACTORS FOR REMOVAL OF DEAD ELM TREES.

A proposed resolution to direct the Committee on Finance to give consideration to letting of contracts to private contractors for the removal of Chicago's dead Elm trees, etc.

Two committees having been called (the Committee on Finance and the Committee on Forestry and Recreation), said proposed resolution was *Referred to the Committee on Committees and Rules* in accordance with the provisions of Council Rule 44.

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### Presented by
### ALDERMAN O'ROURKE (48th Ward):

*Referred*—PROPOSED RESOLUTION TO AMEND REGULATIONS GOVERNING WRECKING OR TEARING DOWN OF BUILDINGS.

A proposed resolution to amend Paragraph 2 of Section 43-19 of the Municipal Code of Chicago concerning wrecking or tearing down of buildings, etc.—*Referred to the Committee on Buildings and Zoning.*

*Referred*—PROPOSED ORDINANCE TO AMEND REGULATIONS GOVERNING FILLING OF OPENINGS ON COMPLETION OF BUILDING DEMOLITIONS.

Also a proposed ordinance to amend Section 76-6.4 of the Municipal Code of Chicago by adding the following sentence to said section:

> "And where demolition rubble is used as fill, the uppermost layer of said fill shall be composed of 4 inches of clean dirt."

—*Referred to the Committee on Buildings and Zoning.*

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## 5. FREE PERMITS, LICENSE FEE EXEMPTIONS, CANCELLATION OF WARRANTS FOR COLLECTION AND WATER RATE EXEMPTIONS, ETC.

**Proposed ordinances, orders, etc. described below, were presented by the aldermen named, and were *Referred to the Committee on Finance,* as follows:**

*Free Permits to Churches, Etc.:*

BY ALDERMAN BUCHANAN (10TH WARD):

East Side Bible Church, No. 10524 S. Avenue N— construction of new church building, renovation and remodeling of existing church buildings, all electrical work and use of water in conjunction therewith.

BY ALDERMAN FITZPATRICK (19TH WARD):

The Catholic Bishop of Chicago (St. Cajetan Church), No. 11220 S. Artesian Avenue—construction of new administration building, all electrical work and use of water in conjunction therewith.

*License Fee Exemptions for Homes, Hospitals, Day Care Centers, Etc.:*

BY ALDERMAN METCALFE (3RD WARD):

Bethel A.M.E. Day Care Center, No. 4440 S. Michigan Avenue.

BY ALDERMAN CAMPBELL (20TH WARD):

Coppin A.M.E. Church and Youth Center, No. 5627 S. Michigan Avenue.

BY ALDERMAN MARZULLO (25TH WARD):

Beacon Neighborhood House, United Christian Community Services, No. 1440 S. Ashland Avenue.

BY ALDERMAN BIGGS (29TH WARD):

The Ecumenical Institute Day Care Center—Extension A, No. 3444 W. Congress Parkway.

The Ecumenical Institute Day Care Center—Extension B, No. 3444 W. Congress Parkway.

*Cancellation of Warrants for Collection:*

BY ALDERMAN ROTI (1ST WARD):

Louise Burg Hospital, No. 255 W. Cermak Road —sign inspection.

BY ALDERMAN METCALFE (3RD WARD):

New Nazareth Baptist Church (Rev. J. E. Hopkins, Pastor), No. 735 E. 44th Street—sign inspection.

Hyde Park Bible Church, No. 340 E. 51st Street —sign inspection.

BY ALDERMAN SWINARSKI (12TH WARD):

Harriet Malacina, No. 4800 S. Wolcott Avenue—refrigeration system inspection.

BY ALDERMAN KRSKA (15TH WARD):

St. Mary Byzantine Church, No. 4949 S. Seeley Avenue—elevator inspection.

BY ALDERMAN MARZULLO (25TH WARD):

Schwab Rehabilitation Hospital, No. 1401 S. California Boulevard—boiler inspection.

BY ALDERMAN CULLERTON (FOR ALDERMAN FRIED, 42ND WARD):

Rehabilitation Institute of Chicago, No. 401 E. Ohio Street—building inspection.

BY ALDERMAN SINGER (44TH WARD):

St. Joseph Hospital, No. 2900 N. Lake Shore Drive—elevator inspection (4), sign inspection (2), mechanical ventilation system inspection.

*Cancellation of Existing Water Rates and for Exemption from Future Rates:*

BY ALDERMAN HOLMAN (4TH WARD):

Beulah C. Ford, No. 3140 W. 15th Place.

BY ALDERMAN SPERLING (50TH WARD):

Jewish Community Center, No. 2959 W. Peterson Avenue.

*Waiving of Fees:*

BY ALDERMAN SINGER (44TH WARD):

Christopher House, No. 2507 N. Greenview Avenue—installation and maintenance of two (2) "No Parking—Loading Zone" signs.

# UNFINISHED BUSINESS.

## Execution of Lease Agreement Authorized with Lincoln Park Ritz Garage, Inc. for Dept. of Air Pollution Control.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on September 17, 1969, pages 6089 and 6090, recommending that the City Council pass a proposed ordinance transmitted with the committee's report to authorize the execution of a lease agreement with Lincoln Park Ritz Garage, Inc., for garage space at No. 2427 N. Clark Street (main floor).

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Singer, Fifielski, Kerwin, Wigoda, Sperling—42.

*Nays*—Aldermen Simon, Scholl, McCutcheon, Hoellen—4.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from Lincoln Park Ritz Garage, Inc., for space in garage at No. 2427 N. Clark Street (main floor), approximately 1,350 square feet; such lease to be approved by the Director of the Department of Air Pollution Control and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on page 6242 of this Journal]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

## Execution of Lease Agreement Authorized with Kerber's Moving and Storage for Dept. of Air Pollution Control.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on September 17, 1969, pages 6089, 6091 and 6092, recommending that the City Council pass a proposed ordinance transmitted with the committee's report to authorize the execution of a lease agreement with Kerber's Moving and Storage for garage space at No. 6159 S. Damen Avenue.

Alderman Keane moved to *Concur* in the committee's recommendation and pass said proposed ordinance.

After debate, Alderman Simon moved to Defer action on the proposed ordinance to the next regular meeting of the City Council.

Alderman Keane moved to *Lay the Motion to Defer on the Table.* The motion to Lay on the Table *Prevailed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Metcalfe, Holman, Lupo, Buchanan, Bilandic, Swinarski, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Fifielski, Kerwin, Wigoda—35.

*Nays*—Aldermen Despres, Rayner, Cousins, Staszcuk, Simon, Scholl, McCutcheon, Singer, Hoellen, O'Rourke, Sperling—11.

The main question thereupon being put, on the passage of the pending proposed ordinance, the motion *Prevailed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Singer, Fifielski, Kerwin, Wigoda, Sperling—42.

*Nays*—Aldermen Simon, Scholl, McCutcheon, Hoellen—4.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City Comptroller is author-

(Continued on page 6243)

This Agreement, Made this ______ day of ______ A. D. 19 69 between Lincoln Park Ritz Garage, Inc. ______, as Lessor, and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

**Witnesseth:** That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: For space in garage at 2427 N. Clark Street (Main Floor), approximately 1,350 square feet, for parking of ten Air Pollution Control Cars.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of November A. D. 19 69, and ending on the 31st day of October A. D. 1971. Lessee has the right to terminate this lease upon thirty days' prior written notice. ~~and the right to renew this lease for a further period of on the same terms and rental by giving to the Lessor --, in either case ......... days' written notice of its election so to do.~~

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at 2427 N. Clark Street, Chicago, Illinois 60614 or at such other place as the Lessor from time to time in writing may appoint.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of Three Hundred and no/100 - - - - - - - - - - - - - - - ($300.00) Dollars per month, payable in advance on the first day of each calendar month by the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at their own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

Lessor shall furnish heat.

It is mutually agreed and understood by and between the parties hereto that the remuneration mentioned in this lease is payable solely from funds when made available by the Federal Government.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

**In Witness Whereof,** this lease is signed by or on behalf of the parties hereto the day and year first above written.

[Signature forms omitted]

(Continued from page 6241)

ized to execute on behalf of the City of Chicago, a lease from Kerber's Moving and Storage, by Ray Kerber, Owner, for space in garage at No. 6159 S. Damen Avenue; such lease to be approved by the Director of the Department of Air Pollution Control and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on page 6244 of this Journal]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### Execution of Lease Agreement Authorized with LaSalle National Bank (as Trustee) for Space at No. 5200 S. Harper Av. for Dept. of Urban Renewal.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on September 17, 1969, pages 6091 and 6093, recommending that the City Council pass a proposed ordinance transmitted with the committee's report to authorize the execution of a lease agreement with LaSalle National Bank (as Trustee) for space in building located at No. 5200 S. Harper Avenue for Department of Urban Renewal.

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, Wigoda, Sperling—46.

*Nays*—None.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from LaSalle National Bank as Trustee under Trust No. 10159 by Wolin-Levin, Inc., as Agents, for approximately 1,400 square feet of space in building at No. 5200 S. Harper Avenue; such lease to be approved by the Commissioner of the Department of Urban Renewal and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on page 6245 of this Journal]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### Execution of Lease Agreement Authorized with G. D. Carter Realty Co. for Space at Nos. 1029-1031 E. 63rd St. for Chicago Committee on Urban Opportunity.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on September 17, 1969, pages 6091, 6095 and 6096, recommending that the City Council pass a proposed ordinance transmitted with the committee's report to authorize execution of a lease agreement with G. D. Carter Realty Company, for rental of space at Nos. 1029-1031 E. 63rd Street for the Chicago Committee on Urban Opportunity.

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, Wigoda, Sperling—46.

*Nays*—None.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from G. D. Carter Realty Company, as Agents for Chicago Title and Trust Company, under Trust No. 43585, for the front store building, 37 feet by 62 feet with a 15 foot deep window display window area along with a 35 foot by 16 foot brick addition for a total of approximately 2,854 square feet at Nos. 1029-1031 East 63rd Street; such lease to be approved by the Directress of the Chicago Committee on Urban Opportunity, and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on page 6246 of this Journal]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### Approval Given to Adjustments in Wage Rates of Per Diem Glaziers.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on September 17, 1969, page 6095, recommending that the City Council pass a proposed ordinance transmitted with the committee's report to approve adjustments in wage rates of per diem glaziers.

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, Wigoda, Sperling—46.

*Nays*—None.

(Continued on page 6247)

This Agreement, Made this.................... day of....................

A. D. 1969, between Kerber's Moving and Storage, by Ray Kerber Owner

...................., as Lessor, and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

**Witnesseth:** That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit:

Space in garage at 6159 S. Damen Avenue, for parking of ten Air Pollution Control Cars.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of November A. D. 1969, and ending on the 31st day of October A. D. 1971. Lessee has the right to terminate this lease upon thirty days' prior written notice ~~and the right to renew this lease for a further period of~~ .................... ~~or the same terms and rental, by giving to the Lessee ----, in either case ---------- days' written notice of its election so to do.~~

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at 6159 S. Damen Avenue 60636 or at such other place as the Lessor from time to time in writing may appoint.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of Two Hundred Twenty-Five and no/100 - - - - - - - - - ($225.00) Dollars per month, payable in advance on the first day of each calendar month by the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at their own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

**In Witness Whereof,** this lease is signed by or on behalf of the parties hereto the day and year first above written.

[Signature forms omitted]

This Agreement, Made this ____ day of ____

A. D. 1969, between LaSalle National Bank as Trustee under Trust No. 10159 by Wolin-Levin, Inc., as Agents, as Lessor, and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

**Witnesseth:** That the Lessor does hereby lease to the Lessee the following describ premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit:

Approximately 1,400 square feet of space in building located at 5200 S. Harper Avenue, for General Offices for Department of Urban Renewal.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of October A. D. 19 69, and ending on the 30th day of September A. D. 1971. Lessee has the right to terminate this lease upon sixty days prior written notice. ~~and the right to renew this lease for a further period of~~

~~on the same terms and rental, by giving to the Lessor ---, in either case -------- days' written notice of its election so to do.~~

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at Wolin-Levin, Inc., 6848 Stony Island Ave., 60649 or at such other place as the Lessor from time to time in writing may appoint.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of Two Hundred and no/100 - - - - - - - - - - - - - - - - - ($200.00) Dollars per month, payable in advance on the first day of each calendar month by the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at their own expense,*said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

Lessor shall furnish heat and hot water.

Lessee will furnish plate glass insurance and electricity.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

**In Witness Whereof,** this lease is signed by or on behalf of the parties hereto the day and year first above written.

[Signature forms omitted]

This Agreement, Made this ............ day of ............

A. D. 1969, between G. D. Carter Realty Company, as Agents for Chicago Title and Trust Company, under Trust No. 43585, as Lessor, and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit

Front Store Building, 37 feet by 62 feet with a 15 foot deep window display window area along with a 35 foot by 16 foot brick addition, for a total of approximately 2,854 square feet, at 1029-1031 East 63rd Street, to be used for a Day Labor Service Site for the Woodlawn Progress Center, Chicago Committee on Urban Opportunity.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of September A. D. 1969, or date of occupation and ending on the 31st day of August A. D. 1971. Lessee has the right to terminate this lease upon thirty days' prior written notice, and the right to renew this lease for a further period of two (2) years from date of expiration subject to availability of Federal Funds on the same terms and rental, by giving to the Lessor, in either case 30 days' written notice of its election so to do. Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at G.D.Carter Realty Co., 2655 E. 75th St., Chicago, Ill. 60649 or at such other place as the Lessor from time to time in writing may appoint.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of Three Hundred Fifty and no/100 - - - - - - - - - - - - ($350.00) Dollars per month, payable in advance on the first day of each calendar month by the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at their own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

Lessor to furnish heat, hot water and electricity, finish archway between the two (2) rear sections, tear up the front tile floor and replace it.

Lessor will maintain exterior of building.

Lessee will redecorate for its use, furnish liability coverage and Plate Glass Insurance coverage.

It is mutually agreed and understood by and between the parties hereto that the remuneration mentioned in this lease is payable solely from funds when made available by the Federal Government.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written.

[Signature forms omitted]

(Continued from page 6243)

**The following is said ordinance as passed:**

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the following wage rates of per diem employes when doing work in accordance with the title herein specified is approved:

(1) Glaziers, $5.77 per hour, effective June 1, 1969.

(2) Glaziers, $6.19 per hour, effective December 1, 1969.

SECTION 2. The heads of the several departments are authorized and directed to prepare and approve payrolls in accordance herewith and the City Comptroller and the City Treasurer are authorized to pass for payment payrolls in accordance herewith when properly approved.

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

# MISCELLANEOUS BUSINESS.

## Presence of Visitors Noted.

Honorable Richard J. Daley, Mayor, called the Council's attention to the presence in the gallery of the following visitors:

Mr. John Adam from Brussels, Belgium;

25 members of Vista Lawyers, Volunteers in Service to America, attached to Legal Aid Bureau, Community Legal Counsel and Cook County Legal Assistance, most of whom are from the Midwest and a few from as far west as California;

36 students of Grade 6 from O'Keefe School (7th Ward), accompanied by Mrs. Maudell Dean;

65 students of Grade 8 from John Palmer School (39th Ward), accompanied by Mr. Robert Craig;

50 students of Grade 8, Civics Class, from Chappell School (47th Ward), accompanied by Mr. Zurakov.

The visitors were warmly applauded and invited to attend future meetings.

## Time Fixed for Next Succeeding Regular Meeting.

By unanimous consent Alderman Keane thereupon presented a proposed ordinance which reads as follows:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the next succeeding regular meeting of the City Council of the City of Chicago to be held after the regular meeting held on Wednesday, the eighth (8th) day of October, 1969, at 10:00 A.M., be and the same is hereby fixed to be held on Wednesday, the twenty-ninth (29th) day of October, 1969, at 10:00 A.M., in the Council Chamber in the City Hall.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

**On motion of Alderman Keane the said proposed ordinance was *Passed,* by yeas and nays as follows:**

*Yeas*—Aldermen Roti, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, Wigoda, Sperling—46.

*Nays*—None.

## ADJOURNMENT.

Thereupon Alderman Krska moved that the City Council do *Adjourn.* The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Wednesday, October 29, 1969, at 10:00 A.M. in the Council Chamber in the City Hall.

John C. Marcin

JOHN C. MARCIN,
*City Clerk.*

(Published by Authority of the City Council of the City of Chicago)

COPY

# JOURNAL of the PROCEEDINGS

OF THE

# CITY COUNCIL

OF THE

# CITY OF CHICAGO, ILLINOIS

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## Regular Meeting—Wednesday, October 29, 1969

at 10:00 A.M.

*(Council Chamber—City Hall—Chicago, Illinois)*

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## OFFICIAL RECORD.

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### Attendance at Meeting.

*Present*—Honorable Richard J. Daley, Mayor, and Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling.

*Absent*—Aldermen Bohling, Fried, Fifielski.

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### Call to Order.

On Wednesday, October 29, 1969, at 10:00 A.M. (the day and hour appointed for the meeting) Honorable Richard J. Daley, Mayor, called the City Council to order. John C. Marcin, City Clerk, called the roll of members and it was found that there were present at that time: Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Hoellen, O'Rourke, Wigoda, Sperling—45.

Quorum present.

On motion of Alderman Wigoda and Alderman McCutcheon, respectively, it was ordered noted in the record that Alderman Bohling was absent due to recovery from surgery, and that Alderman Fried was absent due to illness. Alderman Fifielski was absent due to being out of town on business.

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### Invocation.

The Very Reverend John H. Reinke, S.J., President, Loyola Academy, Wilmette, Illinois, opened the meeting with prayer.

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### JOURNAL (October 8, 1969).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on Wednesday, October 8, 1969, at 10:00 A.M., signed by him as such City Clerk.

Alderman Campbell moved to *Approve* said printed Official Journal and to dispense with the reading thereof. The question being put, the motion *Prevailed.*

### Presentation of Medal and Certificate of Merit to Parents of Specialist 4th Class Carmel B. Harvey, Jr.

By unanimous consent Honorable Richard J. Daley, Mayor, thereupon presented to the members of the City Council Mr. and Mrs. Carmel B. Harvey, Sr. accompanied by their young son.

The Mayor then read the following citation:

> The President of the United States of America, authorized by Act of Congress March 3, 1863, has awarded in the name of Congress the Medal of Honor posthumously to Specialist Fourth Class Carmel B. Harvey, Jr., United States Army, for conspicuous gallantry and intrepidity in action at the risk of his life above and beyond the call of duty: Specialist Harvey distinguished himself as a fireteam leader with Co. B., 1st Bn., 5th Cav. 1st Cav. Div. (Airmobile), during combat operation in Binh Dinh Province, Republic of Viet Nam, on 21 June 1967.
>
> Ordered to secure a downed helicopter, his platoon established a defensive perimeter around the aircraft which shortly thereafter a large enemy force attacked the position from three sides. Specialist Harvey and two members of his squad were in a position directly in the path from the enemy onslaught and their location received the brunt of the fire from the enemy machine gun. In short order, both of his companions were wounded, but Specialist Harvey covered this loss by increasing his deliberate rifle fire at the foe. The enemy machine gun seemed to concentrate on him and the bullets struck the ground all around his position. One round hit and armed a grenade attached to his belt. Quickly he tried to remove the grenade but was unsuccessful. Realizing the danger to his comrades if he remained, and despite the hail of enemy fire, he jumped to his feet, shouted a challenge at the enemy, and raced toward the deadly machine gun. He nearly reached the enemy position when the grenade in his belt exploded mortally wounding Specialist Harvey, and stunning the enemy machine gun crew. His final act caused a pause in the enemy fire, and the two wounded men were moved from the danger area.
>
> Specialist Harvey's dedication of duty, high sense of responsibility and heroic action inspired the others in his platoon to decisively beat back the enemy attack. His acts are in keeping with the highest tradition of the military service and reflects great credit upon himself and the United States Army.

The Mayor next presented the Medal and Certificate of Merit to Mr. and Mrs. Harvey, expressing his sympathy and profound admiration for the bravery of their son. The Harvey's in turn thanked the Mayor and the members of the City Council.

The City Council and assembled guests stood and gave a standing ovation to the Harvey family.

## REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

### *Referred*—MAYOR'S APPOINTMENT OF GEORGE CONNELLY, SR. AS MEMBER OF BOARD OF EXAMINERS OF PLUMBERS.

Honorable Richard J. Daley, Mayor, submitted the following communication, which was, at the request of two aldermen present (under the provisions of Council Rule 45) *Referred to the Committee on Finance:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 29, 1969.

*To the Honorable, The City Council of the City of Chicago:*

GENTLEMEN—I appoint Mr. George Connelly, Sr. as a member of the Board of Examiners of Plumbers to succeed Mr. Robert Murphy, and respectfully request your approval of this appointment.

Very truly yours,
(Signed) RICHARD J. DALEY,
*Mayor.*

### *Referred*—PROPOSED ORDINANCE FOR SUPPLEMENTAL BUDGET FOR OPERATION AND MAINTENANCE OF CHICAGO CIVIC CENTER.

Honorable Richard J. Daley, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 20, 1969.

*To the Honorable, The Members of the City Council:*

GENTLEMEN—The Public Building Commission of Chicago has filed with the City Clerk a proposed supplemental budget for additional funds required by the Commission to properly maintain and operate the Civic Center and provide the full complement of services contemplated under the Lease entered into by and between the City of Chicago and the Public Building Commission of Chicago, dated July 1, 1963. The City of Chicago's share of the proposed supplemental budget for the fiscal year January 1, 1970 to December 31, 1970, is in the amount of $116,534.

I am transmitting with this letter a proposed ordinance for your consideration which would approve the supplemental budget and authorize the payment of the additional rental. I respectfully request your favorable action on this proposed ordinance.

Very truly yours,
(Signed) RICHARD J. DALEY,
*Mayor.*

### *Referred*—PROPOSED ORDINANCE TO AUTHORIZE FILING OF APPLICATION WITH U.S. GENERAL SERVICES ADMINISTRATION TO REQUEST TRANSFER OF TITLE TO CERTAIN REAL ESTATE ABUTTING MILITARY RESERVATION AT CHICAGO-O'HARE INTERNATIONAL AIRPORT AND TO ACCEPT QUITCLAIM DEED FOR SAID PROPERTY.

Honorable Richard J. Daley, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 29, 1969.

*To the Honorable, The City Council of the City of Chicago:*

GENTLEMEN—I transmit herewith an ordinance authorizing the filing of an application with the General Services Administration of the United States Government requesting the transfer of title to approximately 27 acres of real estate abutting the military reservation at Chicago-O'Hare International Airport. Said ordinance further authorizes acceptance of a quitclaim deed for said property upon delivery thereof.

Your favorable consideration of this proposed ordinance will be appreciated.

Very truly yours,
(Signed) RICHARD J. DALEY,
*Mayor.*

### *Referred*—PROPOSED RESOLUTION TO APPROVE SPECIFIED SITE DESIGNATION BY PUBLIC BUILDING COMMISSION OF CHICAGO FOR AN ADULT VOCATIONAL EDUCATIONAL FACILITY FOR CHICAGO CITY COLLEGE TO BE SUPPORTED IN PART BY GRANT FROM ECONOMIC DEVELOPMENT ADMINISTRATION OF FEDERAL GOVERNMENT.

Honorable Richard J. Daley, Mayor, submitted the following communication, which was, together with the proposed resolution transmitted therewith, *Referred to the Committee on Finance:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 29, 1969.

*To the Honorable, The Members of the City Council:*

GENTLEMEN—I should like to advise you that the Public Building Commission of Chicago has designated a tract of land generally bounded by East Pershing Road, South Wabash Avenue, East 40th Street and South State Street, as a site for a public facility pursuant to provisions of the Public Building Commission Act of the State of Illinois, to be used for an adult vocational educational facility. This project has been requested by the Chicago City College and will be supported in part by a grant from the Economic Development Administration of the Federal Government.

Accordingly, I should like to request your favorable consideration of the proposed resolution attached herewith which would approve the site designation as required by the state statute.

Very truly yours,
(Signed) RICHARD J. DALEY,
*Mayor.*

### *Referred*—PROPOSED RESOLUTION TO APPROVE SPECIFIED SITE DESIGNATED BY PUBLIC BUILDING COMMISSION OF CHICAGO FOR SCHOOL-PARK FACILITY FOR HIGH SCHOOL PURPOSES.

Honorable Richard J. Daley, Mayor, submitted the following communication, which was, together with the proposed resolution transmitted therewith, *Referred to the Committee on Finance:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 29, 1969.

*To the Honorable, The Members of the City Council:*

GENTLEMEN—I should like to advise you that the Public Building Commission of Chicago has designated the existing site of Farragut High School bounded by West 23rd Street, South Christiana Avenue, West 24th Street and South Spaulding Avenue as a site for renovation and construction of a public facility pursuant to provision of the Public Building Commission Act of the State of Illinois.

Accordingly, I should like to request your favorable consideration of the proposed resolution attached hereto which would approve the site designation as required by the State Statute. This site designation has also been approved by the Chicago Plan Commission.

Very truly yours,
(Signed) RICHARD J. DALEY,
*Mayor.*

### *Referred*—PROPOSED ORDINANCE TO AUTHORIZE EXECUTION OF AGREEMENT WITH PROPERTY OWNERS FOR INSTALLATION, ETC. OF ELECTRICAL COMMUNICATION FACILITIES FOR CHICAGO POLICE DEPT.

Honorable Richard J. Daley, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 29, 1969.

*To the Honorable, The City Council of the City of Chicago:*

GENTLEMEN—At the request of the Superintendent of Police, I transmit herewith a proposed ordinance authorizing the execution of an agreement with property owners for the installation, operation and maintenance of electrical communication facilities for use by the Chicago Police Department.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) RICHARD J. DALEY,
*Mayor.*

### *Referred*—PROPOSED ORDINANCE TO AUTHORIZE EXECUTION OF CONTRACT BETWEEN CITY AND THREE RAILROADS FOR APPORTIONMENT OF COST RELATIVE TO CONSTRUCTION OF SPECIFIED VIADUCT.

Honorable Richard J. Daley, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance:*

OFFICE OF THE MAYOR
CITY OF CHICAGO
October 29, 1969.

*To the Honorable, The City Council of the City of Chicago:*

GENTLEMEN—At the request of the Commissioner of Public Works and the Corporation Counsel, I transmit herewith an ordinance authorizing the execution of a contract between the City of Chicago and three railroads for the apportionment of cost relative to the construction of the new Halsted-Kinzie-Wayman Streets viaduct.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) RICHARD J. DALEY,
*Mayor.*

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*Referred*—PROPOSED ORDINANCES CONCERNING SPECIFIED URBAN RENEWAL AND REDEVELOPMENT PROJECTS.

Honorable Richard J. Daley, Mayor, at the request of Mr. Lewis W. Hill, Chairman of the Department of Urban Renewal, submitted communications dated October 29, 1969, transmitting proposed ordinances affecting specified Urban Renewal and Redevelopment Projects, which were *Referred to the Committee on Planning and Housing,* as follows:

To Approve Addendum to the General Neighborhood Renewal Plan for Lincoln Park;

To Approve Sale of Certain Parcels of Land in Urban Renewal Project Lincoln Park I (Ill. R-50);

To Approve Sale of Certain Land in Urban Renewal Project Southeast Englewood;

To Approve Sale of Certain Land in Redevelopment Project 60th-Cottage Grove;

To Approve the Redevelopment Plan and Feasibility of Relocation for Redevelopment Project Madison-Kedzie.

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### Appreciation Extended to Richard J. Elrod.

Honorable Richard J. Daley, Mayor, on behalf of himself and the other members of the City Council presented the following proposed resolution:

WHEREAS, Assistant Corporation Counsel Richard J. Elrod lies injured at the University of Illinois Research Hospital, paralyzed from the neck down, following an attack upon him during a recent street demonstration engendered by the Students for a Democratic Society, Weatherman Faction; and

WHEREAS, Richard J. Elrod first entered the service of the City of Chicago on June 11, 1957, when he became employed as a Law Clerk in the Law Department of the City of Chicago, and, having graduated from Northwestern Law School in 1959, he was appointed as an Assistant Corporation Counsel on June 1, 1959. His outstanding ability as a lawyer and his zeal for public service soon thereafter resulted in his being promoted and named Head of the Ordinance Enforcement Division of the Law Department. He devoted many hours in the study of constitutional rights and concomitant obligations of all citizens and became expert in questions involving demonstrators and their rights and obligations, personally attending every major demonstration so as to advise police with respect to the intricate constitutional questions which arose during the course of those demonstrations, thereby safeguarding not only the rights of the demonstrators but of all citizens of the community. He personally tried many of the cases arising therefrom in Court; and

WHEREAS, On October 11, 1969, Richard J. Elrod was attending a street demonstration in his capacity as Head of the Ordinance Enforcement Division when the demonstrators broke from their previously agreed upon line of march and commenced an attack upon police, innocent bystanders, and property, at LaSalle and Madison Streets. Richard J. Elrod responded to the situation thus presented and in the course of the melee swirling around him on the sidewalk near Madison and Dearborn Streets, he was seriously injured. It is anticipated that surgery may be required and an extended program of physical rehabilitation before Richard Elrod achieves a full recovery. In this crisis, the mental and spiritual resources of this extraordinary young man reflect the same courage and determination which characterizes his performance of the arduous duties which led to his injury; now, therefore,

*Be It Resolved,* That the Mayor and members of the City Council of the City of Chicago, on behalf of the community, hereby extend to Assistant Corporation Counsel Richard J. Elrod their gratitude for the great public service he has rendered, their affection and admiration, and they join in prayers for his speedy and complete recovery; and

*Be It Further Resolved,* That a suitable copy of this resolution be appropriately engrossed and presented to Assistant Corporation Counsel Richard J. Elrod.

Alderman Keane moved to *Suspend the Rules Temporarily,* to permit immediate consideration of and action upon said proposed resolution. The motion *Prevailed.*

On motion of Alderman Keane (seconded by Aldermen Sperling, Holman, Hoellen, Simon, Despres, Cousins, Wigoda, Swinarski, Buchanan (for himself and Alderman Lupo), Krska, Rayner and Singer) the foregoing proposed resolution was *Adopted,* unanimously.

The seconding Aldermen in their remarks spoke eloquently and feelingly of the injury sustained in a despicable, cowardly attack upon one who had not only been carrying on his duty as an Assistant Corporation Counsel, but who had been on the firing line to protect the dissenters. It was pointed out that the Constitution did protect the rights of persons to assemble, but that the assembly had to be a "peaceable" one. Mr. Elrod was praised for his dedication to duty and all deplored the fact that his most promising career had been interrupted. All wished him God speed and a full recovery so that he would be restored to his family, friends and City.

Honorable Richard J. Daley, Mayor, then called upon Corporation Counsel Raymond F. Simon.

In addressing the Council Mr. Simon told of how deeply he was touched upon talking with "Dick" who expressed no bitterness over the injury he had sustained nor any self-pity. He was more concerned with his office routine, worrying whether matters were being taken care of properly. Mr. Simon said he was amazed to learn that Mr. Elrod seemed almost apologetic that he had been injured. He also spoke of how worried he had been about his image. That despite criticism to the contrary he had truly been a liberal. He had been sincerely concerned about everyone's rights.

Thereupon, Mayor Daley addressed the Council stating that he had known Dick Elrod since he had been a boy. He characterized him as being the most loyal person he had ever known, that he had been a most loyal public employee and a most loyal Assistant Corporation Counsel. He prayed that God would give him back to us soon.

### Greetings and Best Wishes Extended Sgt. William P. Noonan upon Retirement.

Honorable Richard J. Daley, Mayor, on behalf of himself and the other members of the City Council presented the following proposed resolution:

> WHEREAS, Sergeant William P. Noonan has now for more than twelve years been in charge of the security detail in the Chicago City Council chambers; and
>
> WHEREAS, This meeting of the City Council will be the last such meeting at which Sergeant Noonan will serve in this capacity prior to retiring from the Chicago Police Department; and
>
> WHEREAS, The friendly, courteous and efficient manner in which Sergeant William P. Noonan has discharged his important assignment, has added dignity and warmth to these chambers and has been responsible for maintaining a decorum within the Council chambers appropriate to the important legislative functions performed herein; and
>
> WHEREAS, Sergeant William P. Noonan has served the people of Chicago for the past 37 years as a patrolman, detective, fingerprint expert, department lecturer and Sergeant and has during those years brought much joy and happiness to disabled veterans, orphans, the elderly and the entire range of institutionalized shut-ins by performing for their benefit as an accordionist and entertainer during his off hours; now, therefore,
>
> *Be It Resolved,* That the City Council of the City of Chicago, in meeting assembled this 29th day of October, 1969, commend Sergeant William P. Noonan for his many years of dedicated public service to the people of Chicago, thank him for the outstanding service which he has rendered to the City Council as a body and its members individually, and wish him continued good health and happiness with which to enjoy his retirement; and
>
> *Be It Further Resolved,* That this resolution be incorporated in the permanent record of the Journal of the Proceedings of the City Council of the City of Chicago and that a suitable copy of this resolution be presented to Sergeant William P. Noonan.

Alderman Keane moved to *Suspend the Rules Temporarily,* to permit immediate consideration of and action upon said proposed resolution. The motion *Prevailed.*

On motion of Alderman Keane (seconded by Aldermen O'Rourke, Campbell, Buchanan, Burke, Hoellen, Krska, Sheridan, Simon, Rayner, Swinarski, Staszcuk, Scholl, Kerwin, Holman, Gabinski, Cousins, Marzullo, Laurino, Singer, Hines, Sain, Sande and McMahon) the foregoing proposed resolution was *Adopted,* unanimously.

In seconding the resolution all the Aldermen mentioned they would all miss his warm smile, his friendliness and his helpfulness. He was praised as an accomplished musician, one who had given so freely of his time and his talents in order to cheer orphans, hospitalized persons and anyone in need of cheering. He was urged to return frequently for visits and all extended to his wife and himself good health and hoped that he would spend many happy days in his retirement.

The Mayor called the Council's attention to the presence of Mrs. Noonan in the audience. She was warmly applauded.

The Mayor thereupon addressed the Council stating that Bill Noonan was not facing an end, but a new beginning. He wished that there were more people who were as happy as the Sergeant. He expressed appreciation for a job well done in the City Council, and wished Mrs. Noonan and Bill a most happy retirement.

The Mayor then called upon "Bill" to address the Council.

Sergeant Noonan expressed his thanks, stating that he had been gratified to serve the Council members and that his ambition had been to do a good job for the Council, the Mayor and the Police Department.

## *CITY COUNCIL INFORMED AS TO MISCELLANEOUS DOCUMENTS FILED OR RECEIVED IN CITY CLERK'S OFFICE.*

John C. Marcin, City Clerk, informed the City Council that documents have been filed or received in his office, relating to the respective subjects designated, as follows:

### *Proclamations.*

Proclamations of Honorable Richard J. Daley, Mayor, designating times for special observances as follows:

"Kenneth M. Piper Day In Chicago"; Friday, October 31, 1969;

"John G. Jones Day In Chicago": October 19, 1969;

"United Crusade For The Retarded Drive Week In Chicago": Week of November 16, 1969;

"Young Engineers Week In Chicago": November 16 to 22, 1969;

"Chicago Law Enforcement Week": November 2 to November 8, 1969;

"Magic Week In Chicago": October 26 to November 1, 1969;

"Little City Week In Chicago": October 19 through October 26, 1969;

"Japan Week In Chicago": November 8-16, 1969;

"Barney's Market Club Week In Chicago": October 27 through October 31, 1969.

### *Acceptances and Bonds under Ordinances.*

Also acceptances and bonds under ordinances as follows:

De Paul University: acceptance and bond under an ordinance passed on September 17, 1969 (conduits); filed on October 9, 1969;

Loew's Chicago Hotel Corp.: acceptance and bond under an ordinance passed on July 29, 1969 (vault with cover); filed on September 25, 1969;

Richheimer Coffee Company: acceptance and bond under an ordinance passed on July 15, 1969 (switch track); filed on October 2, 1969;

Board of Trustees of The Young Men's Christian Association of Metropolitan Chicago: acceptance and bond under an ordinance passed on July 29, 1969 (covered bridge); filed on September 18, 1969.

### *State Approval of Ordinances Concerning M.F.T. Projects.*

Also a communication from A. C. Braming, Assistant District Engineer of Engineering, under date of October 15, 1969, announcing that the Department of Public Works and Buildings of the State of Illinois acknowledging receipt of copies of an order passed by the City Council on September 5, 1969, authorizing the payment of judgment for acquisition of property for the improvement of W. Root Street from S. Halsted Street to S. Emerald Avenue;

Also communications from G. T. March, District Engineer, under date of October 21, 1969, announcing that the Department of Public Works and Buildings of the State of Illinois has approved ordinances passed by the City Council on September 17, 1969 (involving expenditures of motor fuel tax funds), as follows:

Funds increased for plans, specifications, repair of machinery, etc. of existing W. Cermak Road Bridge over the South Branch of the Chicago River (Section Cermak Road—1010.5-CS);

Funds authorized for studies, designs, plans, etc. for location of new bridge crossing the Main Branch of the Chicago River at Fairbanks Court-Columbus Drive (Section Fairbanks Court—2121-CS);

Funds increased for plans, specification, repair, etc. of N. Michigan Avenue Viaduct south of Chicago River (Section Michigan Avenue—2121.4-CS);

Funds authorized for studies, designs, plans, etc. for replacement of the North Avenue Bridge over North Branch of Chicago River (Section North Avenue—0909.1-CS);

Negotiations authorized for acquisition of property needed for improvement and channelization at the intersection of S. Western Avenue and W. 119th Street (Section 119th Street—0708-CS);

Funds authorized for street-cleaning maintenance of Arterial Streets, County and State Highways during Year 1969;

Funds authorized for repairs to pavements in improved streets, other than Arterial Streets, County and State Highways during Year 1969;

Funds authorized for street-cleaning maintenance of improved streets other than Arterial Streets, County and State Highways during Year 1969;

Approval given to recommendations for stipulated settlements for acquisition of property for widening and channelization of W. 103rd Street between S. Claremont Avenue and S. Pulaski Road (Section 103rd Street—0607-CS);

Funds authorized for engineering, etc. for extension and improvement of Wacker Drive from N. Michigan Avenue to N. Lake Shore Drive (Comprehensive Superhighway System) (Section Wacker Drive—1111-CS).

### *Duplicate Payrolls.*

Also duplicate payrolls for the period ended on September 30, 1969, received from Otto H. Loser, City Comptroller, as follows:

Police Department Payrolls 1180, 1180H, 1186 and 1187;
Fire Department Payrolls 1230, 1230H and 1235;
Miscellaneous Payrolls.

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## *CITY COUNCIL INFORMED AS TO PUBLICATION OF ORDINANCES.*

The City Clerk informed the City Council that all those ordinances which were passed by the City Council on October 8, 1969, and which were required by statute to be published in book or pamphlet form or in one or more newspapers, were published in pamphlet form on October 22, 1969 by being printed in full text in printed pamphlet copies of the Journal of the Proceedings of the City Council of the regular meeting held on October 8, 1969 [published by authority of the City Council in accordance with the provisions of Section 5-5 of the Municipal Code of Chicago, as passed on December 22, 1947], which printed pamphlet copies were delivered to the City Clerk on October 22, 1969.

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## *MISCELLANEOUS COMMUNICATIONS, REPORTS, ETC. REQUIRING COUNCIL ACTION (TRANSMITTED TO CITY COUNCIL BY CITY CLERK).*

The City Clerk transmitted communications, reports, etc., relating to the respective subjects listed below, which were acted upon by the City Council in each case in the manner noted, as follows:

### *Quarterly Fiscal Report of City Comptroller.*

Also the following report received from Otto H. Loser, City Comptroller on October 21, 1969, which was *Placed on File:*

City of Chicago Corporate Fund: Condensed Statement of Cash Receipts and Disbursements for the three months ended September 30, 1969;

Statement of Funded Debt as at September 30, 1969;

City of Chicago Corporate Fund: Statement of Floating Debt as at September 30, 1969.

### *Court Decisions.*

Also communications from the Law Department addressed to the City Council, signed by Howard C. Goldman and Edmund Hatfield, Assistants Corporation Counsel and Marvin E. Aspen, Head of Appeals and Review Division, transmitting the following decisions, which were *Placed on File:*

*City of Chicago, Plaintiff-Petitioner-Appellee, vs.*

*Hart Bldg. Corp., et al. Defendants, Richard A. Keefe, Respondent-Appellant, Appellate Court of Illinois No. 51979.* This was an action brought by the City against owners Winklers and various corporations controlled by them, for numerous building violations in twenty near-north side properties. Subsequently a petition was filed by the City appointing Richard A. Keefe as receiver for the purpose of maintaining the properties and to bring them into compliance with the building code. Subsequently the City filed a petition seeking to determine whether Keefe had breached the fiduciary relationship and asking for a full disclosure. It was disclosed that Keefe had gained title to several of the properties, etc. Whereupon Keefe was held in contempt and assessed a fine of $5,000.00 which was the basis of this appeal which the Appellate Court has affirmed, stating that the criminal contempt was proved beyond a reasonable doubt.

*Theodore C. Brewton, Jr., Plaintiff-Appellant, vs. Civil Service Commission of the City of Chicago and the Chicago Public Library, Defendants-Appellees—Illinois Appellate Court, First District No. 52855.* This was an Administrative Review proceeding of the Circuit Court which affirmed an order of the Civil Service Commission discharging plaintiff from his position as janitor for the Chicago Public Library. The defenses set up by the Plaintiff-Appellant were all rejected by the Appellate Court and therefore the judgment of the Trial Court was affirmed.

### *Statutory Protest against Pending Proposed Zoning Ordinance to Reclassify Certain Area.*

Also a statutory protest filed in the City Clerk's office on October 28, 1969, by persons purporting to be owners of the frontage involved in a pending proposed ordinance to reclassify from an R4 General Residence District to a C1-2 Restricted Commercial District the area bounded by the alley next north of and parallel to W. 18th Street; S. Desplaines Street; W. 18th Street; and S. Ruble Street (Map No. 4F).—*Referred to the Committee on Buildings and Zoning.*

### *Zoning Reclassifications of Particular Areas.*

Also applications (in triplicate) together with the proposed ordinances for amendment of the Chicago Zoning Ordinance, as amended, for the purpose of reclassifying particular areas, which were *Referred to the Committee on Buildings and Zoning,* as follows:

American National Bank & Trust Co. of Chicago, Trustee U/T No. 20362—to classify as an R5 General Residence District instead of an R4 General Residence District the area shown on Map No. 19-H bounded by

a line 100 feet south of W. Howard Street; the alley next east of and parallel to N. Ridge Avenue; a line 200 feet south of W. Howard Street; and N. Ridge Avenue;

Robert E. Haskins—to classify as a B4-2 Restricted Service District instead of a B4-1 Restricted Service District the area shown on Map No. 28-G bounded by

W. 111th Street; a line 124.11 feet east of S. Green Street; a line 185 feet south of W. 111th Street; and S. Green Street;

Ideal Investment Corp.—to classify as an M1-2 Restricted Manufacturing District instead of an R3 General Residence District the area shown on Map No. 11-H bounded by

a line 166.66 feet north of W. Irving Park Road; the alley next east of and parallel to N. Hermitage Avenue; a line 135 feet north of W. Irving Park Road; and N. Hermitage Avenue;

Michael Mallen—to classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map No. 17-0 bounded by

N. Northwest Highway; a line drawn from a point 146 feet northwest of W. Devon Avenue along the southwest line of N. Northwest Highway to a point 45 feet northwest of W. Devon Avenue along the northeast line of the alley next southwest of and parallel to N. Northwest Highway; the alley next southwest of and parallel to N. Northwest Highway; and N. Oketo Avenue;

Michael D. Orelove—to classify as a M1-3 Restricted Manufacturing District instead of a B4-2 Restricted Service District the area shown on Map No. 4-G bounded by

W. 17th Street; the alley next east of and parallel to S. Ashland Avenue; a line 75 feet south of W. 17th Street; and S. Ashland Avenue;

Curt Parker and Gerald Perlow—to classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map No. 17-H bounded by

the alley next south of and parallel to W. Lunt Avenue; N. Hamilton Avenue; the alley next north of and parallel to W. Morse Avenue; and the alley next west of and parallel to N. Hamilton Avenue;

Saccone and Saccone—to classify as a B5-3 General Service District instead of a B5-1 General Service District the area shown on Map No. 15-P bounded by

a line 505 feet north of W. Bryn Mawr Avenue; a line 403.26 feet east of the center line of N. Pueblo Avenue; W. Bryn Mawr Avenue; the center line of N. Pueblo Avenue; and the right of way of the John F. Kennedy Expressway;

Town and Country Builders—to classify as an R3 General Residence District instead of an R2 Single Family Residence District the area shown on Map No. 26-J bounded by

a line 713 feet south of W. 107th Street; a line 125 feet east of S. Pulaski Road; a line 722 feet south of W. 107th Street; and S. Pulaski Road;

Gerald A. Venkus—to classify as a C2-1 General Commercial District instead of a B4-1 Restricted Service District the area shown on Map No. 12-J bounded by

W. 48th Street; the alley next east of and parallel to S. Pulaski Road; a line 276.44 feet north of W. 49th Street; and S. Pulaski Road.

### *Claims against City of Chicago.*

Also claims against the City of Chicago, which were *Referred to the Committee on Finance,* filed by the following:

Allstate Insurance (4), Kenneth Leigh, Chester M. Ray, Howard Saxner, and Ida Sublett, Blanche April, Ashland Building & Improvement Co., Charles Autry;

John Badowski. Harvey Bailek, F. Barnes, Richard Barnes, Bituminous Casualty Corp. and Frank Ganka & Stoller Cartage, Martin Blicsze, Richard A. Blum, Esther Bothmann, Marie Bright, Gerald B. Bruver, Walter C. Budzisz, Siegfried Busse, Joseph Byrne;

Car City Insurance Co. and J. Hammons, Zora Carich, Osvaldo Carrasquillo, Joseph Chepon, Chicago Park District, T. Clark, Rev. Joe Claybrook, Dolores Collins, Congress Insurance Agency, Inc. and Willie Walker, Conlon—Collins Crystal Lake Ford, Inc., Julius Cook, Betty E. Cotter;

Patricia R. DeCleene, Roy F. Dent, Jr., Denice Dews, Carolina Duran;

Joan C. Edelston, Emmco Insurance Co. and William E. Horn, Equity Insurance Agency and John Rivers, Rayford Everett;

Mrs. Irving Feferman, Betty L. Fiack, 56 West Division Corp., Sara J. Flynn;

C. Gebis, Michele Giannelli, Elgen Gillis, Elmer Green;

Mrs. Jack Haderlein, Hammond Police Dept., Hartford Insurance Group and Milnamow, Tom Haviland, Robert Heitsch, Elton Hodo, Terry Hooder, Edward A. Howe, Hudland Corp.;

Illinois Bell Telephone Co., Alphonso and Daisy Ingram, Insurance Company of North America and Mordecai Pechter;

Leo Jakubowski, Lucille Jantis;

Fred Kohler, James Kolbuk, John Krzak;

Cottrell Lee, Charles H. Lenske, Rita Libel, Liberty Mutual Insurance and Henry Schmidt, Virginia Lindsted, Carlos Lopez;

Walter R. Malawski, John Martin, Hannah McCarthy, Benoit McClore, Alice M. Melford, Ellis Ray Miller, Sr., Motors Insurance Corp. and Sara Lee Patrick;

Jim and Hazel Nallen;

Marion Phillips, James A. Poupore, Chester Powell;

Henry J. Ramirez, Sidney P. Ratiner, Red Heart Cleaning Co., E. Reynolds, D. Rickerson, Lenwood Robinson, Jr., Mrs. L. Romanic, Raymond Rovello, Paul Rybski;

Rose Saisi, R. W. Sanders, Gerald J. Snyder, J. B. Sims, Jerry Smith, James Solch, St. James R. C. Church, State Farm Insurance (2) Charles W. Gast, and Harold E. Zedler, George E. Stein, Evelyn Sugar;

George Telarski, The Travelers Insurance Co. and Arthur Averitte, Jean Travis;

Underwriters Adjusting Co. and Jacque Berger;

Timothy Veal;

Mrs. Osceola Walton, Dwain E. White, The Willet Company, Hank Wojciechowski, Ira Wolf;

Aaron Zack.

### *Proposed Ordinance for Franchise Agreement to Authorize Pacific and Southern Broadcasting Co. to Operate Community Antenna Television System in City of Chicago.*

Also a communication from DeSales Harrison, Jr., Chairman of the Board of Pacific and Southern Broadcasting Company, Inc., addressed to the City Clerk under date of October 28, 1969, transmitting a proposed ordinance for a franchise agreement with the said Broadcasting Company, to operate a Community Antenna Television System in the City of Chicago; which was *Referred to the Committee on Finance.*

### *Request for Establishment of Loading Zone at No. 2731 S. Quinn St.*

Also a communication from Mrs. Eleanor C. Salotti, of Technical Filter Company, addressed to the City Clerk under date of October 21, 1969, transmitting a request for the establishment of a loading zone in front of the premises at No. 2731 S. Quinn Street for a distance of 40 feet between the hours of 8:00 A.M. and 6:00 P.M., except Saturdays, Sundays and holidays; which was *Referred to the Committee on Traffic and Public Safety.*

### *Proposed Supplemental Budget for Operation and Maintenance of Chicago Civic Center.*

Also a communication from Robert W. Christensen, Assistant Secretary, Public Building Commission of Chicago, under date of October 15, 1969, transmitting a proposed ordinance for a Supplemental Budget for operation and maintenance of the Chicago Civic Center, which was *Referred to the Committee on Finance.*

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### *Referred*—PROPOSED ORDINANCE RECOMMENDED BY BOARD OF LOCAL IMPROVEMENTS FOR *Repeal* OF CERTAIN IMPROVEMENT ORDINANCE.

The City Clerk transmitted a communication from Virgil A. Berg, Secretary of the Board of Local Improvements, addressed to him under date of October 27, 1969, and a proposed ordinance to *repeal* an ordinance passed on November 15, 1966 for the construction of a concrete sidewalk six feet in width and one foot from the lot line towards the curb line in a system of streets as follows: East side of S. Cicero Avenue beginning at a point approximately forty feet south of the south curb line of W. 60th Street to the north curb line of W. 62nd Street; which was *Referred to the Committee on Local Industries, Streets and Alleys.*

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### *Referred*—PROPOSED ORDINANCES RECOMMENDED BY BOARD OF LOCAL IMPROVEMENTS FOR CONSTRUCTION OF SIDEWALKS AND FOR ALLEY AND STREET IMPROVEMENTS.

The City Clerk transmitted the following communications addressed to him under dates of October 28 and October 29, 1969 (signed by Virgil A. Berg, Secretary of the Board of Local Improvements), which were together with the proposed ordinances transmitted therewith, *Referred to the Committee on Local Industries, Streets and Alleys,* as follows:

"Submitted herewith is an improvement ordinance for presentation to the City Council at its next regular meeting, October 29, 1969:

Ward 18—Construction of a concrete sidewalk six (6) feet in width and one (1) foot from the lot line to the curb line in a system of streets as follows:

South side of W. 83rd Place from the east curb line of S. Washtenaw Avenue to a point approximately eighty (80) feet east of the east curb line of S. Washtenaw Avenue, etc.".

"Submitted herewith are nine (9) improvement ordinances for presentation to the City Council at its next regular meeting, October 29, 1969:

"As provided in the Local Improvement Act, the Board has held public hearings on said improvements with reference to the extent, nature, kind, character and estimated cost thereof and recommends passage of said ordinances.

Ward 18—Grading and paving alleys between W. 77th Street, S. Throop Street and S. Ada Street, etc.;

Ward 21—Grading and paving alley between E. 88th Street, E. 89th Street, S. Wabash Avenue and S. State Street;

Ward 23—Grading and paving alleys between W. 58th Street, W. 59th Street, S. Massasoit Avenue and S. Menard Avenue;

Ward 23—Grading and paving alley between W. 53rd Street, W. 54th Street, S. Neenah Avenue and S. Nashville Avenue;

Ward 23—Grading and paving alleys between W. Archer Avenue, W. 56th Street, S. Oak Park Avenue and S. Newcastle Avenue;

Ward 23—Grading and paving alley between W. 51st Street, W. 52nd Street, S. Rutherford Avenue and S. Oak Park Avenue;

Ward 23—Grading and paving alley between W. 57th Street, W. 58th Street, S. New England Avenue and S. Newland Avenue, etc.;

Ward 33—Grading and paving alleys between W. Diversey Parkway, N. Clybourn Avenue and N. Wolcott Avenue, etc.;

Ward 41—Grading, paving and improving N. NASHVILLE AVENUE from the existing pavement twenty-two (22) feet south of the south line of W. Gregory Street to a line parallel with and ten (10) feet south of the northerly line of W. Higgins Avenue".

"Submitted herewith are eleven (11) improvement ordinances for presentation to the City Council at its next regular meeting, October 29, 1969;

"As provided in the Local Improvement Act, the Board has held public hearings on said improvements with reference to the extent, nature, kind, character and estimated cost thereof and recommends passage of said ordinances.

Ward 11—Grading and paving alleys between W. 33rd Street, W. 33rd Place, S. Paulina Street and S. Wood Street;

Ward 13—Grading and paving alley between W. 64th Place, W. 65th Street, S. Lawndale Avenue and S. Hamlin Avenue;

Ward 17—Grading, paving and improving S. PARNELL AVENUE
An eighteen (18) foot roadway of the west portion of S. Parnell Avenue from a line parallel with and thirty (30) feet north of the south line of W. 86th Street to a line parallel with and fifteen (15) feet south of the north line of W. 87th Street;

Ward 21—Grading and paving alleys between W. 95th Street, W. 96th Street, S. LaSalle Street and S. Wentworth Avenue, etc.;

Ward 21—Grading and paving alley between W. 100th Street, W. 101st Street, S. Sangamon Street and S. Morgan Street;

Ward 21—Grading and paving alley between E. 96th Street, E. 97th Street, S. Calumet Avenue and S. Forest Avenue;

Ward 21—Grading, paving and improving a system of streets as follows: W. 108th Place from the west line of S. Racine Avenue to the east line of S. Loomis Street excepting therefrom the intersection of S. Throop Street and W. 108th Place, etc.
(W. 108TH PLACE SYSTEM)

Ward 23—Grading and paving alleys between W. Archer Avenue, W. 56th Street, S. Newcastle Avenue and S. New England Avenue;

Ward 23—Grading and paving alley between W. 56th Street, W. 57th Street, S. Rutherford Avenue and S. Oak Park Avenue;

Ward 23—Grading and paving alley between W. 57th Street, W. 58th Street, S. Monitor Avenue and S. Mayfield Avenue;

Ward 23—Grading and paving alley between W. 49th Street, W. 50th Street, S. Kostner Avenue and S. Kenneth Avenue, produced north."

"Submitted herewith are three (3) improvement ordinances for presentation to the City Council at its next regular meeting, October 29, 1969;

"As provided in the Local Improvement Act, the Board has held public hearings on said improvements with reference to the extent, nature, kind, character and estimated cost thereof and recommends passage of said ordinances.

Ward 11—Grading and paving alleys between W. 32nd Street, W. 33rd Street, S. Normal Avenue and S. Parnell Avenue;

Ward 17—Grading and paving alley between W. 75th Street, W. 76th Street, S. Parnell Avenue and C.W.I. R.R., etc.;

Ward 38—Grading and paving alleys between W. School Street, W. Belmont Avenue, N. Ozark Avenue and N. Ozanam Avenue."

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### *Placed on File*—NOTIFICATIONS AS TO SELECTIONS OF PROXIES TO AFFIX SIGNATURES OF MAYOR AND CITY COMPTROLLER TO CITY OF CHICAGO TAX ANTICIPATION WARRANTS FOR YEAR 1969.

The City Clerk transmitted the following communications, which were *Placed on File:*

OFFICE OF THE MAYOR
CITY OF CHICAGO
OCTOBER 29, 1969.

***To the Honorable, The City Council of the City of Chicago:***

GENTLEMEN—Please take notice that I have selected and do hereby designate J. W. Parker as my proxy for me and in my name, place and stead to affix my signature as Mayor of the City of Chicago to the following Tax Anticipation Warrants against the taxes of 1969, which warrants are to be reissued from warrants held by the City Treasurer and numbered by affixing sub-numbers A-1 to A-100 as required to the original warrants, in denominations of $1,000.00 or multiples thereof:

*For Corporate Purposes:*

Nos. C-7371 to C-7670 inclusive, aggregating $30,000,000

*For Municipal Tuberculosis Sanitarium Purposes:*

Nos. M-87 to M-92 inclusive, aggregating $600,000

*For Relief (General Assistance) Purposes:*

Nos. R-77 to R-90 inclusive, aggregating $700,000

Appended hereto is a written signature as my name is to appear on said Tax Anticipation Warrants, executed by the said J. W. Parker with the proxy's signature underneath as required by statute.

Very truly yours,
(Signed) Richard J. Daley,
*Mayor.*

[Signatures appended as stated]

City of Chicago
Office of the City Comptroller
October 29, 1969.

*To the Honorable, The City Council of the City of Chicago:*

Gentlemen—Please take notice that I have selected and do hereby designate T. F. Murphy as my proxy for me and in my name, place and stead to affix my signature as Comptroller of the City of Chicago to the following Tax Anticipation Warrants against the taxes of 1969, which warrants are to be reissued from warrants held by the City Treasurer and numbered by affixing sub-numbers A-1 to A-100 as required to the original warrants, in denominations of $1,000.00 or multiples thereof:

*For Corporate Purposes:*

Nos. C-7371 to C-7670 inclusive, aggregating $30,000,000

*For Municipal Tuberculosis Sanitarium Purposes:*

Nos. M-87 to M-92 inclusive, aggregating $600,000

*For Relief (General Assistance) Purposes:*

Nos. R-77 to R-90 inclusive, aggregating $700,000

Appended hereto is a written signature as my name is to appear on said Tax Anticipation Warrants, executed by the said T. F. Murphy with the proxy's signature underneath as required by statute.

Very truly yours,
(Signed) Otto H. Loser,
*City Comptroller.*

[Signatures appended as stated]

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## *Placed on File*—REPORT OF VOUCHER PAYMENTS FOR PERSONAL SERVICES.

**The City Clerk transmitted the following report received from Otto H. Loser, City Comptroller, which was *Placed on File* and ordered published:**

PERSONAL SERVICES PAID BY VOUCHER DURING MONTHS OF JULY, AUGUST AND SEPTEMBER, 1969.

| *Name* | *Address* | *Department* | *Title* | *Account* | *Rate* | *July* | *Aug.* | *Sept.* |
|---|---|---|---|---|---|---|---|---|
| Rosemarie Chiovari | 3030 N. Luna Av. | Air Pollution | Sr. Steno. | Corporate | $ 14.00 Da. | $ 445.00 | $ 373.00 | $ 29.66 |
| Lenore De Antoni | 11244 S. Stewart Av. | " | " | " | 14.83 Da. | 314.30 | 430.12 | 29.66 |
| Elaine Dombrowski | 8326 S. Yates Av. | " | Clerk | Special | 2.54 Hr. | | 7.62 | |
| Nancy Hamill | 2733 W. 38th Pl. | " | Sr. Typist | Corporate | 424.00 Mo. | 424.00 | 424.00 | 183.69 |
| Kerry Kennedy | 5921 Fulton St. | " | Sr. Steno. | " | 14.83 Da. | 445.00 | 375.40 | |
| Donna Lazarski | 5821 S. Campbell | " | Clerk | Special | 2.54 Hr. | | | 45.72 |
| Marilyn A. Lucas | 3342 S. Union St. | " | Sr. Steno. | Corporate | 445.00 Mo. | 445.00 | 445.00 | 29.66 |
| Sonia Medina | 3122 S. Halsted | " | Clerk | Special | 2.54 Hr. | | | 45.72 |
| Barbara Ann Minich | 1856 W. 34th Pl. | " | " | " | 2.54 Hr. | | | 45.72 |
| Colleen Norris | 7921 S. Fairfield | " | Sr. Steno. | Corporate | 14.83 Da. | 445.00 | 445.00 | 29.66 |
| Marion Ollie | 8400 S. Elizabeth | " | Clerk | Special | 2.54 Hr. | | | 53.24 |
| Delores Ringo | 2564 W. Maypole | " | " | " | 2.54 Hr. | | | 34.29 |
| Cheryl Rogers | 8455 S. Michigan | " | Sr. Typist | Corporate | 424.00 Mo. | 318.00 | | |
| Maren E. Seidler | 17 W. 108 - 70th St., Clarendon Hills, Ill. | " | " | " | 424.00 Mo. | 318.00 | 99.38 | |
| John Zibert | 2117 W. 23rd St. | " | Sr. Steno. | " | 14.83 Da. | 445.00 | 319.80 | |
| Walter G. Metschke | 4246 N. Sheridan Rd. | Aviation | Chief of Aviation | Aviation | 1,744.00 Mo. | 1,744.00 | 1,744.00 | 1,744.00 |
| Leonard V. Oviatt | 1248 W. Granville | " | Civil Eng. V | " | 1,435.00 Mo. | 1,435.00 | 1,435.00 | 1,435.00 |
| Timothy Ryan | 5803 W. Byron | Board of Examiners | Examiner | Corporate | 50.00 Da. | 1,050.00 | 1,050.00 | 500.00 |
| Richard T. Wren | 10201 S. Hoyne | " | " | " | 50.00 Da. | 1,100.00 | 1,050.00 | 500.00 |
| Sue Beth Buttny | 4132 W. 58th Pl. | Buildings | Typist | " | 2.36 Hr. | 385.00 | 320.84 | 192.50 |
| Linda K. Eng | 1263 Winnemac | " | Jr. Clerk. | " | 2.54 Hr. | 193.04 | 165.10 | 76.20 |
| Carmen Flores | 1333 N. Rockwell | " | Typist | " | 2.54 Hr. | | | 43.18 |
| Kathy Oehlke | 1118 W. Wrightwood | " | " | " | 2.54 Hr. | | | 43.18 |
| Kathleen White | 726 W. 50th Pl. | " | " | " | 2.54 Hr. | | | 43.18 |
| Jeanette Williams | 8516 S. Dante | " | " | " | 2.36 Hr. | 385.00 | 385.00 | 385.00 |
| Jonas Baltrukonis | 5627 S. Oakley | Comptrollers | Acct. Aide | " | 2.76 Hr. | 417.45 | 357.42 | 353.97 |
| Robert Carr | 906 N. Avers | " | " | " | 2.76 Hr. | 382.26 | 386.40 | 314.64 |
| Joseph J. Cherone | 5244 W. Race Av. | " | " | " | 2.76 Hr. | 375.36 | 419.52 | 371.22 |
| Jacob Fogelhut | 2134 W. Division | " | " | " | 2.76 Hr. | 318.78 | 258.06 | 129.72 |
| Thomas Herold | 2956 W. 83rd St. | " | " | " | 2.76 Hr. | 521.64 | 447.22 | |

### PERSONAL SERVICES PAID BY VOUCHER DURING MONTHS OF JULY, AUGUST AND SEPTEMBER, 1969.

| *Name* | *Address* | *Department* | *Title* | *Account* | *Rate* | *July* | *Aug.* | *Sept.* |
|---|---|---|---|---|---|---|---|---|
| Norman Kazmierski | 1647 W. Beach St. | Comptrollers | Acct. Aide | Corporate | $ 2.76 Hr. | | | $ 36.57 |
| Paul Martinez | 8106 S. Escanaba | " | " | " | 2.76 Hr. | $ 197.34 | $ 280.14 | |
| John Sepiol | 3119 W. 84th Pl. | " | " | " | 2.76 Hr. | 356.73 | 342.24 | 337.41 |
| Ann Tolbert | 546 E. 134th Pl. | " | " | " | 2.76 Hr. | 213.90 | 234.60 | 242.88 |
| Aida Alicea | 2436 N. Kimball | Corp. Counsel | Legal Steno. | " | 567.00 Mo. | 567.00 | 567.00 | 567.00 |
| Linda M. Baske | 8047 S. Mozart St. | " | Legal Typist | " | 424.00 Mo. | 424.00 | 424.00 | |
| Mary Lynne Braband | 5507 N. Major Av. | " | " | Special | 424.00 Mo. | 424.00 | 424.00 | |
| Richard A. Devine | 7389 N. Damen Av. | " | " | Corporate | 1,123.00 Mo. | 1,123.00 | 1,123.00 | 1,123.00 |
| John F. Donahue | 3813 W. 55th Pl. | " | Law Clerk | Special | 445.00 Mo. | 445.00 | 445.00 | 148.25 |
| Elizabeth Foran | 6156 N. Knox Av. | " | Legal Typist | " | 424.00 Mo. | 424.00 | 424.00 | 212.00 |
| Michael F. Frost | 9737 S. Damen Av. | " | Law Clerk | " | 445.00 Mo. | 445.00 | 445.00 | 74.15 |
| Lawrie R. Grossman | 7801 South Shore Dr. | " | Legal Typist | " | 424.00 Mo. | 424.00 | 424.00 | |
| James Kaplan | 21 W. Goethe Av. | " | Law Clerk | " | 445.00 Mo. | 445.00 | 400.00 | 333.75 |
| James Kromer | 3950 N. Lake Shore Dr. | " | " | " | 445.00 Mo. | 445.00 | 361.50 | |
| Lawrence W. Levin | 1055 W. Catalpa | " | " | " | 445.00 Mo. | 445.00 | 445.00 | 163.17 |
| Daniel Lynch | 1718 W. 91st Pl. | " | " | " | 445.00 Mo. | 445.00 | 445.00 | 259.50 |
| William McKenzie | 558 Belden Av. | " | Spec. Asst. | Corporate | 1,582.00 Mo. | 1,582.00 | 1,582.00 | 1,582.00 |
| William L. Meyers | 1750 N. Wells St. | " | Law Clerk | Special | 445.00 Mo. | 445.00 | 445.00 | 445.00 |
| James Murray | 2850 W. Seipp St. | " | " | " | 491.00 Mo. | 491.00 | 491.00 | 491.00 |
| Joseph M. Sconza | 2625 E. 92nd St. | " | " | " | 445.00 Mo. | 445.00 | 445.00 | 222.50 |
| Harry Siegle | 11 E. Erie St. | " | " | " | 445.00 Mo. | | 97.30 | 74.14 |
| Roger D. Weissman | 2037 W. Jarvis Av. | " | " | " | 445.00 Mo. | 445.00 | | |
| Thomas G. White | 717 Bittersweet | " | " | " | 445.00 Mo. | 445.00 | 375.50 | |
| David Warren Ferguson | 675 W. Roscoe St. | Data Center | Sr. App. Designer | Corporate | 1,020.00 Mo. | 1,020.00 | | |
| Joseph I. Halmark | 710 Cornelia | " | Sr. Systems Eng. | " | 1,123.00 Mo. | | 860.94 | 1,123.00 |
| Archie W. Julien | 4937 Woodlawn Av. | " | App. Designer | " | 656.00 Mo. | 33.58 | | |
| Joseph T. Konieczka | 2509 S. Elmwood, Berwyn | " | Sr. Systems Eng. | " | 1,179.00 Mo. | 1,179.00 | | |
| Raymond J. Loftus | 30 W. Chicago Av. | " | Chief System Eng. | " | 1,300.00 Mo. | | 650.00 | |
| Jack Meyer | 5219 S. Marshfield Av. | " | Sr. App. Designer | " | 925.00 Mo. | 925.00 | | |
| Terence E. Murphy | 6738 S. Honore | " | Staff Asst. | " | 1,020.00 Mo. | 1,020.00 | 1,020.00 | 1,020.00 |
| Lydia Swanson | 831 W. Cornelia | " | Sr. Typist | " | 445.00 Mo. | 445.00 | 445.00 | 445.00 |
| Alfred C. Williams | 7962 S. Phillips Av. | " | Sr. Systems Eng. | " | 1,123.00 Mo. | | 748.70 | 1,123.00 |
| James Woods | 7527 S. Green | " | " | " | 1,179.00 Mo. | | | 1,179.00 |
| Peter Bartoli | 1718 W. Ogden Av. | Development and Planning | City Planner III | Special | 925.00 Mo. | | 462.50 | |
| Martin Goldsmith | 1400 E. 56th St. | " | Co-ord. Planner I | Corporate | 1,365.00 Mo. | 773.50 | 1,365.00 | |
| John D. McLennan | 6022 Winthrop Av. | " | City Planner I | " | 760.00 Mo. | | 380.00 | |
| Ronald S. Wos | 5210 S. Hermitage | " | City Planner IV | " | 1,020.00 Mo. | | 510.00 | |
| Joby Berman | 907 Elmwood St., Wilmette | " | City Planner III | " | 818.00 Mo. | 462.44 | 546.52 | |
| Maria J. Moyet | 1822 S. Blue Island Av. | Economic & Cult. Dev. | Research Ass't. | Special | 2.00 Hr. | 202.00 | 190.00 | |
| Mrs. Margret L. Brady | 5705 N. Oketo | Fire Dept. | Widows Check-Pension | Corporate | 1,185.00 Mo. | 1,185.00 | 1,185.00 | 1,185.00 |
| Mrs. Maria Descher | 3513 W. Montrose Av. | " | Widows Pension | " | 750.00 Mo. | 750.00 | 750.00 | 750.00 |
| Mrs. Marion B. Fisher | 4960 N. Mango Av. | " | " | " | 875.00 Mo. | 875.00 | 875.00 | 875.00 |
| M. S. Bhorade, M.D. | 1712 Nelson St. | Health | | Health | 12.00 Hr. | 138.00 | | |
| Jean Civinelli | 1639 N. Normandy | " | Sr. Med. Interv. | " | 3.93 Hr. | 532.51 | 534.48 | 204.36 |
| Joseph S. Dickenstein | 1713 E. 55th Pl. | " | Med. Student | " | 337.00 Mo. | 270.00 | 337.50 | |
| Joe Howard | 1410 W. 14th St. | " | Janitor | " | 2.52 Hr. | 390.00 | 45.36 | |

PERSONAL SERVICES PAID BY VOUCHER DURING MONTHS OF JULY, AUGUST AND SEPTEMBER, 1969.

| *Name* | *Address* | *Department* | *Title* | *Account* | *Rate* | *July* | *Aug.* | *Sept.* |
|---|---|---|---|---|---|---|---|---|
| George Joseph | 4947 S. Federal St. | Health | Janitor | Health | $ 2.52 Hr. | $ 272.16 | | |
| A. Kudchakes | 1130 S. Michigan Av. | " | Doctor | " | 12.00 Hr. | 828.00 | | |
| Fred Luckett | 551 E. 36th Pl. | " | Janitor | " | 2.52 Hr. | 231.84 | $ 10.08 | |
| Olivia McMorris | 2731 S. Dearborn St. | " | " | " | 2.52 Hr. | 131.04 | 131.00 | $ 65.52 |
| Dr. Robert A. Miller | 700 N. Michigan Av. | " | Physician | Corporate | 14.00 Hr. | 56.00 | 56.00 | |
| Warren Mousel | 3962 N. Elston Av. | " | Janitor | Health | 2.52 Hr. | 120.96 | 120.96 | 60.48 |
| Edna Pardo | 4833 W. Crytal St. | " | Interviewer | " | 3.93 Hr. | 286.89 | 237.76 | 139.51 |
| G. Ranganath | 833 Buena | " | Doctor | " | 12.00 Hr. | 144.00 | | |
| Althura Reddy | 720 S. Wolcott | " | " | " | 12.00 Hr. | 252.00 | | |
| Lawrence Rolaff | 338 W. 110th St. | " | Janitor | " | 2.52 Hr. | 151.20 | 37.80 | |
| A. Roland | 720 S. Wolcott | " | Doctor | " | 12.00 Hr. | 174.00 | | |
| Illar G. Sathyana | 5530 W. Van Buren | " | " | " | 12.00 Hr. | 156.00 | | |
| Norman Shephard | 911 N. Hudson | " | Janitor | " | 2.52 Hr. | 181.44 | | |
| Jaspal Singh | 130 N. Parkside Av. | " | Doctor | " | 12.00 Hr. | 96.00 | | |
| Venancio Tevis | 1833 Berteau | " | " | " | 12.00 Hr. | 570.00 | | |
| Joseph E. Thurston | 7716 S. Kenton | " | Consultant | Corporate | 998.00 Mo. | 998.00 | 998.00 | 998.00 |
| Gregoria Yanong | 1629 W. Cullom | " | Doctor | Health | 12.00 Hr. | 966.00 | | |
| Procopia Yanong | 1622 W. Berteau | " | " | " | 12.00 Hr. | 306.00 | | |
| James H. Johnson | 6151 S. Evans Av. | House of Correction | Pharmacist | Corporate | 3.65 Hr. | 309.34 | 229.95 | 146.00 |
| Judge Jones | 6017 St. Lawrence Av. | " | " | " | 5.00 Hr. | 111.25 | 136.25 | 55.00 |
| Mrs. Margie Mitchell | 422 E. 41st St. | " | Matron | " | 540.00 Mo. | 567.00 | 567.00 | 283.50 |
| Alfons Morcinek | 2113 W. Concord Pl. | " | Surgical Nurse | " | 728.00 Mo. | 728.00 | 728.00 | 364.00 |
| Robert Willoughby | 515 W. 62nd St. | " | Jr. X-Ray Tech. | " | 2.45 Hr. | 444.06 | 224.18 | |
| Etta Evans | 5076 W. Van Buren | Human Relations | Hum. Rel. Off. I | " | 656.00 Mo. | 656.00 | 656.00 | 328.00 |
| Patricia Hussey | 5416 C. Wood St. | " | Sr. Typist | " | 424.00 Mo. | 424.00 | 424.00 | |
| Thomas Mullins | 9000 S. Laflin | " | Hum. Rel. Off. I | " | 656.00 Mo. | 656.00 | 328.00 | |
| Glandstone Trotter | 10205 S. Lafayette | " | " | " | 656.00 Mo. | 656.00 | 328.00 | |
| Marcus Wilkins | 6102 S. Dorchester | " | Community Aide | " | 367.00 Mo. | 367.00 | 367.00 | 73.38 |
| Jacqueline Austin | 1048 E. 101st St. | Human Resources | Hum. Rel. Off. I | " | 689.00 Mo. | 689.00 | 689.00 | 689.00 |
| Frances Bosca | 2120 N. Sedgwick | " | Super. Of Off. Ser. | " | 1,123.00 Mo. | | 1,123.00 | 1,123.00 |
| Delores Brooks | 7020 S. Clyde | " | Secretary | " | 596.00 Mo. | 596.00 | 596.00 | |
| Betty Rose Bussell | 10152 S. Prairie | " | Neighborhood Wkr. | " | 724.00 Mo. | 144.78 | | |
| Sidney Cutler | 7315 N. Campbell | " | Neighborhood Wkr. I | " | 625.00 Mo. | 625.00 | 625.00 | 625.00 |
| Lillian De Maire | 6134 N. Kenmore Av. | " | Adm. Asst. II | " | 760.00 Mo. | | 760.00 | 760.00 |
| Thomas C. Darwart | 1718 N. Sedgwick | " | Spec. Events Coordinator | " | 880.00 Mo. | | | 880.00 |
| William Dowling | 10211 S. Oakley Blvd. | " | Adm. Asst. II | " | 724.00 Mo. | | | 362.00 |
| Carol Fartson | 5820 S. Carpenter | " | Youth Block Leader | " | 446.00 Mo. | | 669.00 | |
| Barbara Fikes | 6900 S. Crandon | " | Secretary | " | 567.00 Mo. | | 567.00 | 581.50 |
| James Franklin | 8612 S. Dorchester | " | Asst. Trng. Co-ord. | " | 1,070.00 Mo. | | 1,070.00 | 1,070.00 |
| Lloyd General | 6817 S. Crandon | " | Asst. Dir-Pub. Inf. | " | 1,300.00 Mo. | | 1,300.00 | 1,300.00 |
| Trussel Hawkins | 5700 S. Dr. Martin Luther King Jr. Dr. | " | Janitor | " | 15.00 Mo. | 15.00 | 15.00 | 15.00 |
| Elizabeth Hershey | 1360 N. Sandberg Terr. | " | Asst. Dir. Research | " | 1,582.00 Mo. | | 1,582.00 | 1,582.00 |
| Sharon Jefferson | 5350 S. Maryland Av. | " | Secretary | " | 567.00 Mo. | | 567.00 | 567.00 |
| Ernestine Johnson | 7924 S. Wentworth Av. | " | Principal Clerk | " | 515.00 Mo. | | 540.00 | 540.00 |
| Judith Kujanson | 6829 N. Lakewood | " | Adm. Asst. II | " | 760.00 Mo. | | 760.00 | 760.00 |

### PERSONAL SERVICES PAID BY VOUCHER DURING MONTHS OF JULY, AUGUST AND SEPTEMBER, 1969.

| *Name* | *Address* | *Department* | *Title* | *Account* | *Rate* | *July* | *Aug.* | *Sept.* |
|---|---|---|---|---|---|---|---|---|
| Ralph Landry | 10053 S. Forest Av. | Human Resources | Janitor | Corporate | $ 1.50 Hr. | $ 135.00 | $ 135.00 | $ 135.00 |
| Neria Linkus | 2400 N. Lakeview Av. | “ | Adm. Asst. II | “ | 797.00 Mo. | | 797.00 | 797.00 |
| Charles Lippmeier | 501 N. Central Av. | “ | Janitor | “ | 1.50 Hr. | 123.00 | 105.75 | 120.00 |
| Charles Lockett | 7704 S. Emerald Av. | “ | “ | “ | 1.50 Hr. | 120.00 | 127.50 | 124.50 |
| Donald Marston | 2717 N. Pine Grove | “ | Chief Planning Assoc. | “ | 1,300.00 Mo. | | 1,300.00 | 1,213.34 |
| Mable Mayo | 551 E. 36th Pl. | “ | Janitor | “ | 1.50 Hr. | 67.50 | 60.00 | 55.50 |
| William McCranie | 630 W. Evergreen | “ | Admin. Asst. I | “ | 596.00 Mo. | | | 298.00 |
| Frank Mundf | 5314 Leland Av. | “ | Janitor | “ | 1.50 Hr. | 70.50 | 69.00 | 61.50 |
| Laura Pannier | 1128 W. North Av. | “ | Consultant | “ | 2.36 Hr. | 330.40 | 330.40 | 42.48 |
| Rose Perlove | 3550 N. Lake Shore Dr. | “ | Chief Plann. Assoc. | “ | 1,507.00 Mo. | | 1,507.00 | 1,507.00 |
| Beverly Powers | 2654 N. Lincoln | “ | Secretary | “ | 596.00 Mo. | | 596.00 | 596.00 |
| Lloyd Riddick | 7249 S. Bennett Av. | “ | Janitor | “ | 1.50 Hr. | 135.00 | 135.00 | 135.00 |
| Elizabeth Robinson | 3246 W. 13th St. | “ | Secretary | “ | 596.00 Mo. | | | 651.00 |
| Helen Rusin | 5422 S. Karlov Av. | “ | Staff Asst. | “ | 1,300.00 Mo. | | 1,300.00 | 1,300.00 |
| Celedonio S. Sanchez | 1719 W. Chicago Av. | “ | Janitor | “ | 1.50 Hr. | 63.00 | 69.00 | 60.00 |
| John Stasevicius | 716 W. 31st St. | “ | “ | “ | 1.50 Hr. | 107.00 | 100.00 | 98.25 |
| Arnold Saunders | 431 W. Tremont Av. | “ | Field Att. Supr. | “ | 760.00 Mo. | | 760.00 | 760.00 |
| Anne Taylor | 1742 N. Sedgwick | “ | Sr. Research Assoc. | “ | 1,020.00 Mo. | | | 510.00 |
| Gladys Tooles | 7423 S. Colfax | “ | Principal Clerk | “ | 515.00 Mo. | | 515.00 | 497.84 |
| Dana Voutiritsaz | 900 Raba Place, Evanston | “ | Youth Serv. Consul. | “ | 880.00 Mo. | | 302.50 | 880.00 |
| Arthur Walls | 1840 S. Avers | “ | Janitor | “ | 1.50 Hr. | 51.00 | 109.50 | 102.00 |
| Alleane Williams | 6819 S. Evans Av. | “ | Zone Director | “ | 596.00 Mo. | 596.00 | | |
| Morgan F. Murphy Jr. | | Mayor Liquor Control | Hearing Officer | “ | 50.00 Hr. | 1,750.00 | | |
| Linda R. Goldsmith | 5316 S. Dorchester | Mayors Youth Program | Sr. Steno | Special | 445.00 Mo. | 237.28 | | |
| Froncell Childred | 8758 S. Crandon Av. | Model Cities | Research Analyst | “ | 724.00 Mo. | 362.40 | | |
| Claudia Smau | 4708 S. Ingleside Av. | “ | Custodian | “ | 2.25 Hr. | 95.50 | 90.00 | 90.00 |
| Gilbert A. Wagner | 8118 S. Harvard St. | “ | Temp. Staff Member | “ | 656.00 Mo. | 306.04 | 881.50 | 43.72 |
| Linda L. Ball | 847 N. Monticello Av. | M.T.S. | Jr. X-Ray Tech. | M.T.S. | 2.93 Hr. | 451.22 | 328.16 | |
| Lucius M. Conrad, D.D.S. | 5348 W. Warner Av. | “ | Sr. Dentist PT-B | “ | 571.00 Mo. | 600.00 | 600.00 | |
| Theodore Demar | 836 S. Euclid Av., Oak Park | “ | Pulmonary Physio. | “ | 30.00 Vt. | 120.00 | 150.00 | |
| Margaret Gull | 1435 N. Menard | “ | Jr. X-Ray Tech. | “ | 2.93 Hr. | 161.15 | 234.40 | |
| Alice Lemieux | 5701 N. Sheridan Rd. | “ | Anesthetist | “ | 35.00 Vt. | | 105.00 | |
| Steven Lessman | 3300 W. Division St. | “ | Jr. X-Ray Tech. | “ | 2.93 Hr. | 459.74 | 393.70 | 86.36 |
| Benjamin J. Molenda | 6051 S. 74th Ct., Summit | “ | X-Ray Tech. | “ | 25.00 Da. | 132.03 | 105.00 | |
| Evelyn S. Sandico | St. Joseph Hospital, 2900 N. Lake Shore Dr. | “ | Ob-Gyne Resident | “ | 402.00 Mo. | 402.00 | 402.00 | |
| Mrs. Joseph Ferguson | 5314 S. Morgan | Police Dept. | Widow's Pension | Corporate | 875.00 Mo. | 917.00 | 917.00 | 917.00 |
| Mrs. Erwin Jackson | 11538 S. Elizabeth | “ | “ | “ | 2,624.60 Mo. | 423.50 | 847.00 | 847.00 |
| Mrs. Clayton Robinson | 2329 E. 97th Street | “ | “ | “ | 838.00 Mo. | 983.00 | 983.00 | 983.00 |
| Mrs. James R. Schaffer | 2839 W. 82nd St. | “ | “ | “ | 1,072.00 Mo. | | 4,735.60 | 1,072.00 |
| Gerald S. Hallou | 5926 S. Honore | “ | Sergeant | “ | | 5,790.00 | | |
| Mrs. John Stachnick | 2920 S. Archer Av. | “ | Widow's Pension | “ | 917.00 Mo. | | 3,642.34 | 917.00 |
| Mrs. Jerome A. Stubig | 6352 N. Odell Av. | “ | “ | “ | 983.00 Mo. | | 4,342.27 | 983.00 |

PERSONAL SERVICES PAID BY VOUCHER DURING MONTHS OF JULY, AUGUST AND SEPTEMBER, 1969.

| *Name* | *Address* | *Department* | *Title* | *Account* | *Rate* | *July* | *Aug.* | *Sept.* |
|---|---|---|---|---|---|---|---|---|
| Mrs. John R. Tucker | 952 W. 52nd St. | Police Dept. | Widow's Pension | Corporate | $ 875.00 Mo. | $ 917.00 | $ 917.00 | $ 917.00 |
| Margaret J. Gallagher | 9133 S. Trumbull Av. | Public Works | Tele. Operator | Special | 20.00 Da. | | 420.00 | 220.00 |
| Walter P. Globis | 3180 N. Lake Shore Dr. | “ | “ | “ | 1,070.00 Mo. | 1,123.00 | 1,123.00 | 561.50 |
| Irene Regan | 3303 W. 61st Pl. | “ | “ | “ | 20.00 Da. | 240.00 | | |
| Richard D. Smith | 1555 Stratford Rd. | “ | Co-Ordinator | “ | 1,507.00 Mo. | 1,507.00 | 1,507.00 | 753.50 |
| Sylvia A. Toman | 9524 S. Claremont Av. | “ | Tele. Operator | “ | 20.00 Da. | | 200.00 | 220.00 |
| Dora E. Nelson | 5320 Blodgett Av. | “ | Part-Time Consult. | Corporate | 140.00 Mo. | 140.00 | 140.00 | |
| Arthur R. Weed | 1408 Isabella St., Wilmette | Senior Citizens | Consultant | “ | 250.00 Mo. | 250.00 | 250.00 | |
| Alice Weis | 535 Barry Av. | “ | Stenographer | “ | 140.00 Mo. | 140.00 | 140.00 | |
| Robert L. Zralek | 5260 Centre Av., Pittsburgh, Pa. | Streets & Sanit. | | | | 1,832.00 | 1,832.00 | |
| Raymond Ahrens | 2333 W. Addison | Urban Opport. | Custodian I | Urban Opport. | 424.00 Mo. | | 225.25 | |
| Lizzie M. Bayness | 660 W. Division St. | “ | NYC Enroller | Special | 1.30 Hr. | 93.60 | | |
| Juanita Benido | 4302 N. Kenmore Av. | “ | Comm. Rep. I | “ | 404.00 Mo. | | 202.00 | |
| Curtis L. Berry | 1435 N. Hudson | “ | Enviro. Aide | “ | 491.00 Mo. | | 180.00 | |
| Homer Cannon | 2215 W. Lake St. | “ | N.Y.C. Enroller | “ | 1.30 Hr. | | 165.00 | |
| John Cassell | 1325 E. 64th St. | “ | “ | “ | 1.30 Hr. | | 219.70 | |
| Hazel Cates | 3983 Lake Park | “ | Comm. Represt. | “ | 467.00 Mo. | 62.26 | | |
| Tommie A. Collins Jr. | 5939 S. LaFayette | “ | Enviro. Aide | “ | 404.00 Mo. | 202.00 | | |
| Luella B. Davis | 4627 S. Champlain | “ | Program Rep. | “ | 491.00 Mo. | 49.10 | | |
| Carmen Gloria Diaz | 2300 S. Whipple | “ | Comm. Rep. I | “ | 404.00 Mo. | 63.13 | | |
| James A. Finley | 1309 N. Cleveland | “ | NYC Enroller | “ | 1.30 Hr. | 78.00 | | |
| Samuel Flowers | 624 W. Division St. | “ | “ | “ | 1.30 Hr. | | 78.00 | |
| Bobby Foster | 4306 W. Van Buren Av. | “ | Enviro. Aide | “ | 424.00 Mo. | 155.46 | | |
| Diana Hardimon | 1401 W. 110 th St. | “ | NYC Enroller | “ | 1.30 Hr. | 132.60 | | |
| Robert Harris | 1340 N. Larrabee | “ | “ | “ | 1.30 Hr. | | 188.50 | |
| Anthony Henton | 1210 W. Montrose | “ | “ | “ | 1.30 Hr. | | 131.30 | |
| Larry Jenkins | 1801 W. Roosevelt Rd. | “ | “ | “ | 1.30 Hr. | 143.00 | | |
| Arbell Johnson | 4127 W. Van Buren | “ | Educational Aide | “ | 404.00 Mo. | 202.00 | | |
| Rufus Linus | 1621 S. Carpenter | “ | NYC Enroller | “ | 1.30 Hr. | | 223.93 | |
| Joseph Mathews | 1529 E. 85th St. | “ | “ | “ | 1.30 Hr. | | 80.60 | |
| Janet E. McInnis | 7722 East End Av. | “ | Principal Clerk | “ | 491.00 Mo. | | 245.50 | |
| Sheila Moore | 660 W. Division St. | “ | NYC Enroller | “ | 1.30 Hr. | 93.60 | | |
| Sabrina Santellanes | 1709 S. Laflin | “ | Sr. Typist | “ | 467.00 Mo. | | 233.50 | |
| Stan Shaw | 750 S. Kostner | “ | NYC Enroller | “ | 1.30 Hr. | | 39.00 | |
| Kenneth Simpson | 4120 Fifth Av. | “ | “ | “ | 1.30 Hr. | | 260.00 | |
| Gerald Smith | 4024 W. Roosevelt Rd. | “ | “ | “ | 1.30 Hr. | | 70.20 | |
| Sharon Smith | 6804 S. Champlain | “ | “ | “ | 1.30 Hr. | 122.20 | | |
| Cynthia Staples | 1141 S. Troy St. | “ | “ | “ | 1.30 Hr. | | 85.80 | |
| Mark Tucker | 220 E. 63rd St. | “ | “ | “ | 1.30 Hr. | | 132.60 | |
| Jacqueline Turner | 1142 E. 131st St. | “ | “ | “ | 1.30 Hr. | | 221.00 | |
| Sammie L. Turner | 6416 S. Greenwood | “ | Jr. Clerk | “ | 385.00 Mo. | 385.00 | | |
| Eloise Williams | 1140 E. 81st St. | “ | Sr. Typist | “ | 424.00 Mo. | | 212.00 | |
| Diane Anderson | 4153 W. Wilcox | Weights and Measures | Clerk-Typist | Corporate | 2.36 Hr. | 358.72 | 346.92 | 75.16 |
| Carmen Benavider | 1458 W. Taylor St. | “ | Pub. Inf. Asst. II | “ | 553.00 Mo. | 553.00 | 553.00 | 553.00 |
| Rosine McLemore | 1822 S. Harding Av. | “ | “ | “ | 553.00 Mo. | 553.00 | 553.00 | 553.00 |
| James F. Nolan | 2700 N. Sayre | “ | Prof. Services | “ | 1,020.00 Mo. | 1,020.00 | 1,020.00 | 1,020.00 |
| Casandra D. Robinson | 6501 S. Laflin | “ | Clerk-Typist | “ | 2.36 Hr. | 134.52 | 220.66 | 154.58 |

PERSONAL SERVICES PAID BY VOUCHER DURING MONTHS OF JULY, AUGUST AND SEPTEMBER, 1969.

| *Name* | *Address* | *Department* | *Title* | *Account* | *Rate* | *July* | *Aug.* | *Sept.* |
|---|---|---|---|---|---|---|---|---|
| Frank Santoro | 436 S. Madison Av., Hinsdale, Ill. | Weights and Measures | Prof. Services | Corporate | $ 995.00 Mo. | $1,095.00 | $1,195.00 | $1,195.00 |
| Maureen Ward | 5723 S. Justine Av. | " | Typist | " | 385.00 Mo. | 385.00 | 385.00 | 326.12 |
| Joseph Wypaseh | 3092 S. Lyman St. | " | Investigator | " | 700.00 Mo. | 700.00 | 700.00 | 700.00 |

### Recess Taken.

Thereupon at 12:30 P.M. Alderman Keane moved that the City Council do recess until 2:00 P.M. The motion *Prevailed.*

### Attendance at Recessed Session.

The City Council reassembled pursuant to recess taken with Honorable Richard J. Daley, Mayor, in the Chair. John C. Marcin, City Clerk, called the roll of members and it was found that there were present at that time:

Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—45.

Quorum present.

# REPORTS OF COMMITTEES.

**Committee reports were submitted as indicated below.** ***No request under the statute was made by any two aldermen present to defer any of said reports for final action thereon, to the next regular meeting of the Council, except where otherwise indicated.***

## COMMITTEE ON FINANCE.

### Transfers of Funds in Appropriations Authorized and Directed.

**The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, to authorize and direct transfers of funds in certain appropriations.**

**On motion of Alderman Keane the said proposed ordinance was *Passed,* by yeas and nays as follows:**

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Kerwin, Hoellen, O'Rourke, Wigoda—43.

*Nays*—None.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

**The following is said ordinance as passed:**

***Be It Ordained by the City Council of the City of Chicago:***

**SECTION 1. That the City Comptroller and the City Treasurer are authorized and directed to make the following transfers of funds for the year 1969. The department heads making the requests for these transfers have certified that such transfers from the accounts shown will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1969, payable from such appropriations:**

| *From Account* | *Purpose* | *Amount* | *To Account* | *Purpose* | *Amount* |
|---|---|---|---|---|---|
| | | DEPARTMENT OF AIR POLLUTION CONTROL | | | |
| 100.4610.005 | Salaries and Wages—on Payroll ............ | $ 10,000.00 | 100.4610.445 | Technical and Scientific Equipment ........... | $ 5,000.00 |
| | | | 100.4610.526 | Improvement ........... | 5,000.00 |
| | | DEPARTMENT OF AVIATION | | | |
| 100.8655.125 | Office and Building Services .............. | 500.00 | 100.8655.700 | Contingencies .......... | 500.00 |
| 100.8655.161 | Repair or maintenance of Facilities .......... | 2,000.00 | 100.8655.340 | Material and Supplies.... | 2,000.00 |
| 740.8654.817 | For expenditure related to completion of Revenue Bond Construction .... | 26,000.00 | 740.8654.172 | Insurance .............. | 26,000.00 |

| *From Account* | *Purpose* | *Amount* | *To Account* | *Purpose* | *Amount* |
|---|---|---|---|---|---|
| DEPARTMENT OF BUILDINGS | | | | | |
| 100.4300.005 | Salaries and Wages—on Payroll | $225,000.00 | 100.4300.801 | Demolition of Buildings | $225,000.00 |
| 100.4300.005 | Salaries and Wages—on Payroll | 24,000.00 | 100.4300.157 | Rental of Equipment and Services | 15,500.00 |
| | | | 100.4300.162 | Repair or Maintenance of Equipment | 7,700.00 |
| | | | 100.4300.175 | Transportation Charges (Exclusive of Travel) | 200.00 |
| | | | 100.4300.320 | Gasoline | 600.00 |
| FIRE DEPARTMENT | | | | | |
| 100.4212.005 | Salaries and Wages—on Payroll | 101,300.00 | 100.4212.182 | Heat, Light and Power (Public) | 60,000.00 |
| | | | 100.4212.186 | Telephone | 3,000.00 |
| | | | 100.4213.149 | Professional and Technical Services | 15,000.00 |
| | | | 100.4212.162 | Repair or Maintenance of Equipment | 20,000.00 |
| | | | 100.4212.440 | Machinery and Equipment | 3,300.00 |
| HOUSE OF CORRECTION | | | | | |
| 100.2422.005 | Salaries and Wages—on Payroll | 26,000.00 | 100.2422.120 | Institutional Care | 26,000.00 |
| DEPARTMENT OF INVESTIGATION | | | | | |
| 100.1168.143 | Court Reporting | 100.00 | 100.1168.015 | Salary Adjustments | 400.00 |
| 100.1168.157 | Rental of Equipment and Services | 300.00 | | | |
| LIBRARY FUND—BUILDINGS AND SITES | | | | | |
| 342.7118.540 | Erection or Construction of Structures or Works | 15,000.00 | 342.7118.160 | Repair or Maintenance of Property | 15,000.00 |
| DEPARTMENT OF STREETS AND SANITATION | | | | | |
| 100.5310.158 | Rental of Equipment and Services—City Owned | 90,000.00 | 100.5310.314 | Fuel Oil | 90,000.00 |
| 730.5714.*** | For Parking Facilities | 473,000.00 | 730.5712.801 | For Maintenance of Parking Meters | 430,000.00 |
| | | | 730.5712.802 | For Installation, Relocation and Removal of Parking Meters | 5,000.00 |
| | | | 730.5712.804 | For Collection of Parking Meters | 38,000.00 |
| DEPARTMENT OF THE PORT OF CHICAGO | | | | | |
| 100.8516.005 | Salaries and Wages—on Payroll | 2,250.00 | 100.8511.130 | Postage and Postal Charges | 250.00 |
| | | | 100.8511.700 | Contingencies | 2,000.00 |

SECTION 2. This ordinance shall be in force and effect from and after its passage.

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### Transfer of Funds Authorized and Directed for Department of Public Works, Bureau of Forestry, Parkways and Beautification.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 1969. The department head making the request for this transfer has certified that such transfer from the account shown will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1969, payable from such appropriation:

| *From Account* | *Purpose* | *Amount* | *To Account* | *Purpose* | *Amount* |
|---|---|---|---|---|---|
| | | | DEPARTMENT OF PUBLIC WORKS<br>*Bureau of Forestry, Parkways and Beautification* | | |
| 100.6710.540 | Erection or Construction of Structures or Works... | $250,000.00 | 100.6710.005 | Salaries and Wages—on Payroll ........... | $250,000.00 |

SECTION 2. This ordinance shall be in force and effect from and after its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, McCutcheon, Singer, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—44.

*Nays*—Alderman Scholl—1.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

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### Acceptance of Three Grants Authorized from State of Illinois for Specified Projects Approved under National Highway Safety Act of 1966 (Public Law 89-564).

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (referred to the committee on October 8, 1969):

WHEREAS, The Illinois Highway Safety Program, in conformance with the National Highway Safety Act of 1966 (Public Law 89-564), authorizes political subdivisions to carry out local highway safety programs as part of the State program, making 40 percent of any federal funds allocated under provisions of the Act available for support of such local programs; and

WHEREAS, The Chicago Street Traffic Commission, as coordinating agency in the development of traffic programs in the City of Chicago, has submitted projects to the Illinois Department of Public Works and Buildings, which administers the State Program, and has received official approval of certain projects, as follows:

1. Project No. CD-69-8-001
   Inventory of Nonconforming Traffic Control Devices
   (Bureau of Electricity) ........$ 84,600.00
2. Project No. CD-70-001(001)
   Master Sign and Marking Records
   (Bureau of Street Traffic).......$ 67,100.00
3. Project No. EM-70-001(001)
   Emergency Medical Evacuation by Helicopter
   (Fire Department) ...........$210,000.00;

now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Mayor of the City of Chicago is authorized to accept grants for Project No. CD-69-8-001 in the amount of $84,600.00; Project No. CD-70-001(001) in the amount of $67,100.00; Project No. EM-70-001(001) in the amount of $210,000.00 from the Department of Public Works and Buildings of the State of Illinois, under the National Highway Safety Act of 1966 (Public Law 89-564).

SECTION 2. That the Chicago Street Traffic Commission and its member agencies are authorized to implement such projects as are approved by the Mayor of the City of Chicago.

SECTION 3. That this ordinance shall be in force and effect from and after its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Kerwin, Hoellen, O'Rourke, Wigoda—43.

*Nays*—None.

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### Action of City Comptroller Ratified and Confirmed for Acceptance of Low Bid for Urban Development Project Notes and Acceptance of Waiver by U.S.A. (Contract Ill. R-6 (LG)).

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

WHEREAS, The City of Chicago (herein called the "Local Issuing Agency") received bids on October 15, 1969 for the Twelfth Series 1969 Project Notes in the amount of $2,083,000, as advertised on September 30, 1969; and

WHEREAS, The bid of the Bank of America, First National City Bank, Continental Illinois National Bank & Trust Company of Chicago, Mellon National Bank & Trust Company and First Boston Corporation, at an interest rate of 5.60%, with a premium of $68.00, was the low bid; and the Comptroller of the Local Issuing Agency advised said bidder that it was the successful low bidder; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The action of the City Comptroller of the Local Issuing Agency in awarding on October 15, 1969 on behalf of the Local Issuing Agency, to the lowest bidder or bidders acceptable to the United States Department of Housing and Urban Development the Local Issuing Agency's project notes offered on that day notwithstanding the fact that the lowest acceptable bid or bids received exceeded the project temporary loan interest rate specified in the applicable loan and capital grant contract (or contracts) is hereby ratified and confirmed.

SECTION 2. The action of the City Comptroller in accepting on behalf of the Local Issuing Agency a waiver by the Government of the provisions of Section 301(c) of Part II of Contract Ill. R-6(LG) and a commitment by the Government to make a supplemental grant in the amount of the excess interest is hereby ratified and confirmed.

SECTION 3. Any and all prior ordinances of the Local Issuing Agency are hereby amended to the extent necessary to authorize, ratify and confirm the action of the City Comptroller in making the awards on October 15, 1969 and accepting the waiver as herein provided.

SECTION 4. This ordinance shall take effect immediately.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Kerwin, Hoellen, O'Rourke, Wigoda—43.

*Nays*—None.

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## Execution of Lease Agreement Authorized with Chicago and Southern Airlines, Inc. for Joint-Use of Counter and Office Space in Terminal Building at Merrill C. Meigs Field.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, to authorize execution of a lease agreement with Chicago and Southern Airlines, Inc. for joint-use of counter and office space in Terminal Building at Merrill C. Meigs Field.

On motion of Alderman Keane the said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Kerwin, Hoellen, O'Rourke, Wigoda—43.

*Nays*—None.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Aviation and the City Comptroller, subject to approval as to form and legality of the Corporation Counsel, are authorized to execute in behalf of the City of Chicago an agreement with Chicago and Southern Airlines, Inc., at Merrill C. Meigs Field, said agreement to be in the following form:

This Agreement made this .......................... day of .............................. A.D. .............................., between the City of Chicago, a municipal corporation of the State of Illinois, hereinafter called "Landlord" and Chicago and Southern Airlines, Inc., a corporation organized and existing by virtue of the laws of the State of Illinois, hereinafter called "Tenant".

WITNESSETH:

That Landlord, for and in consideration of the terms and conditions, both general and special, hereinafter contained and made on the part of Tenant, does hereby grant to Tenant for use only by Tenant, the privileges hereinafter described on premises at Merrill C. Meigs Field, hereinafter called "Airport" in the City of Chicago, Counties of Cook and DuPage, State of Illinois.

This agreement shall consist of three parts:

Part I—General Conditions
Part II—Special Conditions numbered 1 to 7
Part III—Exhibits and Attachments lettered A

All constituting the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences, shall be implied or impressed upon such agreement that are not set forth herein at length.

[Part I—General Conditions attached to this ordinance is common to "Part I—General Conditions" printed on pages 5551-5554 of the Journal of Proceedings of May 14, 1969]

PART II—SPECIAL CONDITIONS

1. The first paragraph of Article IX, General Conditions, reading as follows:

> "Landlord hereby grants to Tenant the right of access and ingress to and egress from the premises by Tenant and its employees, contractors, suppliers, servicemen, sublessees, guests, patrons and invitees; provided, that such rights of access, ingress and egress, are at all times exercised in conformance with any and all regulations promulgated by Landlord or the Commissioner, or other lawful authority, for the care, operation, maintenance and protection of the Airport and the public."

shall be and is hereby changed to read as follows:

> Landlord hereby grants to Tenant, subject to a similar right of other tenants in the joint space, the right of access and ingress to and egress from the premises by Tenant and its employees, contractors, suppliers, servicemen, sublessees, guests, patrons and invitees; provided, that such rights of access, ingress and egress, are at all times exercised in conformance with any and all regulations promulgated by Landlord or the Commissioner, or other lawful authority, for the care, operation, maintenance and protection of the Airport and the public.

2. *Premises*

Landlord, for and in consideration of the covenants and agreements herein mentioned, to be kept and performed by both parties hereto, does hereby allow Tenant to use, in common with other commercial aircraft operators whom Landlord may from time to time allow to use the same space for the same purpose, the space located in the Terminal Building at Merrill C. Meigs Field which is outlined in red on Exhibit "A" attached hereto and by this reference made a part hereof.

3. *Purpose*

Tenant agrees that the premises herein demised are to be used solely in connection with its business of air transportation.

4. *Term*

The term of this agreement shall be for a period of one (1) year commencing on ..............................., the date of approval of ordinance by the City Council of the City of Chicago. It is understood and agreed that nothwithstanding the above term either party may cancel this agreement on thirty (30) days notice to the other party in writing of its election so to do.

5. *Rental*

Tenant shall pay Landlord, at the office of the Comptroller, as rental for such use and occupancy, the sum of Seventy-Five and no/100 Dollars ($75.00) per month, payable in advance on the first day of each month during the term of this agreement.

Tenant shall further pay Landlord, at the office of the Comptroller, as rental for such use and occupancy for each month, the sum of Two Hundred Fifty and no/100 Dollars ($250.00) per month, payable in advance on the first day of such month during the term of this agreement. Payment due in landing fees for operation at Merrill C. Meigs Field during such month, as required hereinafter pursuant to Section 7, may be offset against said further rental of $250.00 per month, but the amount of any Meigs landing fees incurred by Tenant exceeding said further rental for the month shall be paid as prescribed in Section 7.

If any rental hereunder commences after the first day or terminates prior to the last day of any month, such rental for such month shall be determined on a pro-rata basis according to the number of days of such month involved.

6. *Performance Bond*

At the time of the execution hereof, Tenant shall execute and deliver to the Comptroller a Performance Bond in the amount of One Thousand Nine Hundred Fifty and no/100 Dollars ($1,950.00), in form and type as to be determined solely by the Comptroller, which bond shall guarantee faithful performance of the provisions of the contract.

7. *Operation*

Tenant agrees that it shall keep and maintain records of all landings made at Merrill C. Meigs Field, Chicago Midway Airport and Chicago-O'Hare International Airport, in form as approved by the Comptroller, and shall remit to Comptroller, with itemized report of landings, copy of which shall go to the Commissioner, on or before the 15th day of the month following, payment for all such landings made during the preceding month, or portion thereof. Said payment is to be computed on landing fees, but not parking fees, then in effect as outlined in Chapter 37 of the Municipal Code of Chicago. Landing fees shall not be assessed for any landing of a ferry flight between Chicago Midway Airport and Merrill C. Meigs Field, or for any landing of an aircraft returning to the airport from which it took off because of meteorological conditions, mechanical or operating causes, or any similar emergency or precautionary reason. Since Chicago-O'Hare International Airport landing fee is subject to change every calendar half-year, Commissioner shall advise Tenant of the specific fee to be in effect at Chicago-O'Hare International Airport for each such period, at least fifteen (15) days in advance of such period. It is understood and agreed that Tenant shall not, without prior approval of Landlord, operate a scheduled air transportation business from either Chicago-O'Hare International Airport or Chicago Midway Airport. It is further understood that it is not the intent of Landlord to make available any area at Merrill C. Meigs Field to any agency for installation of electronic navigational facilities intended for use in routine Instrument Flight Rule (IFR) operations, it being the primary function of said airport to provide only for Visual Flight Rule (VFR) operations.

In Witness Whereof, the parties hereto have caused this instrument to be executed under their respective seals on the day and year first above written.

[Signature forms omitted]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

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## City Comptroller Authorized to Execute Leases of Certain Properties for Municipal Purposes.

The Committee on Finance submitted a report recommending that the City Council pass eight proposed ordinances transmitted therewith, to authorize the City Comptroller to lease specified parcels of property for use of City Departments and Agencies.

On separate motions made by Alderman Keane *each* of the said proposed ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Kerwin, Hoellen, O'Rourke, Wigoda—43.

*Nays*—None.

Said proposed ordinances as passed read respectively as follows (the Italic heading in each case not being a part of the ordinance):

### *Chicago Committee on Urban Opportunity (No. 7 S. Kedzie Av.)*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from Salk, Ward and Salk, Inc., Agents for American National Bank and Trust Company, Trustee, under Trust Agreement dated 3/24/66 and known as Trust No. 23961, for store, approximately 1,200 square feet, located at No. 7 S. Kedzie Avenue; such lease to be approved by the Directress of the Chicago Committee on Urban Opportunity, and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on page 6268 of this Journal]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

**This Agreement,** Made this.................................. day of..................................

A. D. 1969, between Salk, Ward and Salk, Inc., Agents for American National Bank and Trust Co., Trustee under Trust Agreement dated 3/24/66 and known as Trust No. 23961, as Lessor and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

**Witnesseth:** That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit:

Store, approximately 1,200 square feet, located at 7 S. Kedzie Avenue,
for Office of Chicago Committee on Urban Opportunity.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of November A. D. 1969, and ending on the 31st day of October A. D. 1971. Lessee has the right to terminate this lease upon thirty days' prior written notice. ~~and the right to renew this lease for a further period of~~ ~~on the same terms and rental, by giving to the Lessor , in either case days' written notice of its election so to do.~~ Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at Salk, Ward & Salk, Inc., 11 S. LaSalle St., 60603 or at such other place as the Lessor from time to time in writing may appoint.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of One Hundred Sixty and no/100 ($160.00) Dollars per month, payable in advance on the first day of each calendar month by the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessor's own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

Lessor to furnish heat, hot water and maintain exterior of building repaird.

Lessee pays plate glass insurance and own janitor services.

It is mutually agreed and understood by and between the parties hereto that the remuneration mentioned in this lease is payable solely from funds when made available by the Federal Government.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

**In Witness Whereof,** this lease is signed by or on behalf of the parties hereto the day and year first above written.

(Signature forms omitted)

### *Chicago Committee on Urban Opportunity (No. 4620 S. Dr. Martin Luther King, Jr. Drive)*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from The Mount Pisgah Baptist Church, a corporation, for approximately 32,400 square feet of space in entire building located at No. 4620 S. Dr. Martin Luther King, Jr. Drive, with exception of basement of which only the following portions will be used; 27 feet by 30 feet room adjoining church office; 8 feet by 30 feet room for telephone equipment; 4 feet by 20 feet storage room; also 31 feet by 68 feet chapel area subject to part time use by Lessor, and parking lot adjoining property will also be used by Lessor and Lessee; such lease to be approved by the Directress of the Chicago Committee on Urban Opportunity, and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on page 6270 of this Journal]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Chicago Committee on Urban Opportunity (No. 1701 W. Monroe St. and No. 112 S. Paulina St.)*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from Community Lutheran Church, a Religious Corporation, for Church Building at No. 1701 W. Monroe Street, and two-story brick apartment building at No. 112 S. Paulina Street, approximately 13,000 square feet; such lease to be approved by the Directress of the Chicago Committee on Urban Opportunity, and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on page 6271 of this Journal]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Chicago Committee on Urban Opportunity (No. 3165 W. Madison St.)*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from Salk, Ward and Salk, Inc., as Agents for American National Bank and Trust Company, Trustee under Trust Agreement dated 3/24/66 and known as Trust No. 23961, for Space on the second floor for office rooms numbered 218, 220, 222, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236 and 238, approximately 8,000 square feet, located at No. 3165 W. Madison Street, also known as No. 9 S. Kedzie Avenue; such lease to be approved by the Directress of the Chicago Committee on Urban Opportunity, and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on page 6272 of this Journal]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Model Cities Program (No. 747 E. 47th St.)*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from G. D. Dazey and Company, Agents for Chicago Title and Trust Company, Trustees, Trust No. 34403, for store on first floor at No. 747 E. 47th Street, containing approximately 2,400 square feet; such lease to be approved by the Director of the Model Cities Program, and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on page 6273 of this Journal]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Model Cities Program (No. 841 E. 63rd St.)*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from Earl Ross, Agent for National Boulevard Bank as Trustee, Trust No. 1727, for east half of corner store at No. 841 E. 63rd Street, containing approximately 2,100 square feet; such lease to be approved by the Director of the Model Cities Program, and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on page 6274 of this Journal]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Dept. of Streets and Sanitation (Nos. 4601-4609 W. Armitage Av.)*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from Adolph J. Nielsen, d/b/a Nielsen and Nielsen, for an office building located at Nos. 4601-4609 W. Armitage Avenue, consisting of 540 square feet, a storage area of 900 square feet, and a vacant yard space of 9,810 square feet, for a total of approximately 11,250 square feet; such lease to be approved by the Commissioner of the Department of Streets and Sanitation and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on page 6275 of this Journal]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Dept. of Streets and Sanitation (No. 5916 N. Western Av.)*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from Peoples Pontiac, Inc., for premises in building known as No. 5916 N. Western Avenue, approximately 1,800 square feet; such lease to be approved by the Commissioner of the

(Continued on page 6276)

**This Agreement** Made this ________ day of: ________ A. D. 19 , between The Mount Pisgah Baptist Church, a corporation, ________, as Lessor and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

**Witnesseth:** That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: Approximately 32,400 square feet of space in entire building located at 4620 S. Martin Luther King Jr. Drive, with exception of basement of which only the following portions will be used: 27 feet by 30 feet room adjoining church office; 8 feet by 30 feet room for telephone equipment; 4 feet by 20 feet storage room; also, 31 feet by 68 feet chapel area subject to part time use by Lessor, and parking lot adjoining said property will also be used by Lessor and Lessee for offices of Chicago Committee on Urban Opportunity.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of November A. D. 1969, and ending on the 31st day of October A. D. 1971. Lessee has the right to terminate this lease upon Thirty days' prior written notice. ________ ~~and the right to renew this lease for a further period of~~ ________ ~~on the same terms and rental, by giving to the Lessor ___, in either case ________ days' written notice of its election so to do.~~

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at 4620 S. Dr.Martin Luther King Jr. Drive, 60653 ________ or at such other place as the Lessor from time to time in writing may appoint.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of One Thousand Eight Hundred Seventy and no/100 - - - ($1,870.00 ________) Dollars per month, payable in advance on the first day of each calendar month by the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor ________

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessor's own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

Lessor to decorate, furnish heat, hot water, engineer to maintain outside portion of the premises, including the roof, will maintain the plumbing in repair and in good condition. Lessee will provide janitorial service and the cost of electricity to be pro-rated between Lessor and Lessee.

Lessee also agrees no public dances nor band concerts will be promoted or operated on the premises.

It is mutually agreed and understood by and between the parties hereto that the remuneration mentioned in this lease is payable solely from funds when made available by the Federal Government.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor , and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor , excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

**In Witness Whereof,** this lease is signed by or on behalf of the parties hereto the day and year first above written.

(Signature forms omitted)

**This Agreement,** Made this day of A. D. 1969, between Community Lutheran Church, a Religious Corporation, as Lessor and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

**Witnesseth:** That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: Church Building at 1701 W. Monroe Street and two-story brick apartment building at 112 S. Paulina Street, approximately 13,000 square feet, for use as a parent and child center, Chicago Committee on Urban Opportunity.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of November A. D. 1969, and ending on the 31st day of October A. D. 1970. Lessee has the right to terminate this lease upon Thirty days' prior written notice. ~~and the right to renew this lease for a further period of~~ ~~on the same terms and rental, by giving to the Lessor , in either case days' written notice of its election so to do.~~

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at 1701 W. Monroe Street 60612 or at such other place as the Lessor from time to time in writing may appoint.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of Three Hundred and no/100 - - - - - - - - - - - - - - ($300.00) Dollars per month, payable in advance on the first day of each calendar month by the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

It is mutually agreed and understood by and between the parties hereto that the remuneration mentioned in this lease is payable solely from funds when made available by the Federal Government.

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessor's own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

Lessor shall repair roof, window sash, porch and stairs and plaster where needed and replace electric fixtures.

Lessor to furnish heat, hot water, electric, exterior maintenance and janitor service, and maintain boiler and equipment of buildings, also fire insurance.

Lessee shall furnish Liability Insurance.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

**In Witness Whereof,** this lease is signed by or on behalf of the parties hereto the day and year first above written.

[Signature forms omitted]

**This Agreement,** Made this ........ day of ........

A. D. 19 69, between Salk, Ward and Salk, Inc., as Agents for American National Bank and Trust Company, Trustee, under Trust Agreement dated 3/24/66 and known as Trust No. 23961, as Lessor and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:.

**Witnesseth:** That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: Space on the second floor for office rooms numbered 218, 220, 222, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236 and 238, approximately 8,000 square feet, located at 3165 W. Madison Street, also known as 9 S. Kedzie Avenue, for offices of the Chicago Committee on Urban Opportunity and office for State of Illinois Employment Service.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of November A. D. 1969, and ending on the 31st day of October A. D. 1971. Lessee has the right to terminate this lease upon thirty days' prior written notice. ~~and the right to renew this lease for a further period of~~ ........ ~~on the same terms and rental, by giving to the Lessor ___, in either case ________ days' written notice of its election so to do.~~

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at Salk, Ward & Salk, Inc., 11 S. LaSalle St., 60603 or at such other place as the Lessor from time to time in writing may appoint.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of Nine Hundred and no/100 - - - - - - - - - - - - - - - - - - ($900.00) Dollars per month, payable in advance on the first day of each calendar month by the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessor's own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

Lessor furnishes heat, hot water, structural maintenance and insurance.

Lessee pays for electricity and janitorial services.

It is mutually agreed and understood by and between the parties hereto that the remuneration mentioned in this lease is payable solely from funds when made available by the Federal Government.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

**In Witness Whereof,** this lease is signed by or on behalf of the parties hereto the day and year first above written.

[Signature forms omitted]

**This Agreement,** Made this day of

A. D. 1969, between G. D. Dazey and Company, Agents for Chicago Title and Trust Company, Trustees, Trust No. 34403, as Lessor and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

**Witnesseth:** That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit:

Store on first floor at 747 E. 47th Street, containing approximately 2,400 square feet, for Field Office Space, Model Cities Program.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of October A. D. 1969/ or date of occupation and ending on the 30th day of September A. D. 1971. Lessee has the right to terminate this lease upon thirty days' prior written notice.

~~and the right to renew this lease for a further period of~~

~~on the same terms and rental, by giving to the Lessor , in either case days' written notice of its election so to do.~~

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at G.D.Dazey & Co., 8016 S.Cottage Grove Ave., 60619 or at such other place as the Lessor from time to time in writing may appoint.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of Three Hundred Fifty and no/100 - - - - - - - - - - - - (\$350.00) Dollars per month, payable in advance on the first day of each calendar month by the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessor's own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

Lessor to replace 1,800 square feet of asphalt tile, remove signs, clean up store front and storeroom, replace broken glass and furnish heat and hot water.

Lessee to pay for electricity and furnish Plate Glass insurance.

It is mutually agreed and understood by and between the parties hereto that the remuneration mentioned in this lease is payable solely from funds when made available by the Federal Government.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

**In Witness Whereof,** this lease is signed by or on behalf of the parties hereto the day and year first above written.

[Signature forms omitted]

**This Agreement** Made this ........ day of ........

A. D. 1969, between Earl Ross, Agent for National Boulevard Bank as Trustee, Trust No. 1727 ........ , as Lessor and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

**Witnesseth:** That the Lessor do hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit:

East half of corner store at 841 E. 63rd Street, containing approximately 2,100 square feet, for Field Office, Model Cities Program.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of October A. D. 1969 or date of occupation and ending on the 30th day of September A. D. 1970. Lessee has the right to terminate this lease upon Thirty days' prior written notice and the right to renew this lease for a further period of an additional two years on the same terms and rental, by giving to the Lessor, in either case thirty days' written notice of its election so to do. Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at 63rd-Maryland Building, 841 E. 63rd Street 60637 or at such other place as the Lessor from time to time in writing may appoint.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of Five Hundred Thirty-five and no/100 - - - - - - - - - ($ 535.00) Dollars per month, payable in advance on the first day of each calendar month by the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessor's own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

Lessor will install partition, decorate, furnish heat, janitor service, air-conditioning equipment and plate glass insurance.

Lessee will pay for electricity.

It is mutually agreed and understood by and between the parties hereto that the remuneration mentioned in this lease is payable solely from funds when made available by the Federal Government.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

**In Witness Whereof,** this lease is signed by or on behalf of the parties hereto the day and year first above written.

[Signature forms omitted]

**This Agreement,** Made this ...... day of ......

A. D. 1969, between Adolph J. Nielsen, d/b/a Nielsen and Nielsen ...... , as Lessor and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

**Witnesseth:** That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit:

An office building located at 4601-4609 W. Armitage Avenue, consisting of 540 square feet, a storage area of 900 square feet, and a vacant yard space of 9,810 square feet, for a total of approximately 11,250 square feet, for storage of material and equipment by Concrete Division, Department of Streets and Sanitation.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of October A. D. 19 69, and ending on the 30th day of September A. D. 1971. Lessee has the right to terminate this lease upon thirty days' prior written notice. ~~and the right to renew this lease for a further period of~~ ~~on the same terms and rental, by giving to the Lessor ——, in either case ——— days' written notice of its election so to do.~~ Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at 4619 W. Homer Street, Chicago, Illinois 60639 or at such other place as the Lessor from time to time in writing may appoint.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of Two Hundred Sixty and no/100 - - - - - - - - - - - - ($260.00) Dollars per month, payable in advance on the first day of each calendar month by the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at Their own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

Lessor will furnish electricity.

Lessee will pay for heat.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

**In Witness Whereof,** this lease is signed by or on behalf of the parties hereto the day and year first above written.

(Signature Forms omitted)

(Continued from page 6269)

Department of Streets and Sanitation, and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on page 6277 of this Journal]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

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## City Comptroller Authorized to Execute Lease of Vacant City-Owned Property Located at Nos. 440-442 S. Clark St.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease to Max Stein, d/b/a M. S. Auto Parking Company, for approximately 4,120 square feet of space at Nos. 440-442 S. Clark Street, for parking of automobiles; such lease to be approved by the Commissioner of the Department of Public Works, and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on page 6278 of this Journal]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Kerwin, Hoellen, O'Rourke, Wigoda—43.

*Nays*—None.

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## City Comptroller Authorized to Execute Lease of City-Owned Vacant Property Located at Nos. 521-525 S. Wells St.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease to Sie Lurye, d/b/a Sie Lurye's for approximately 4,400 square feet of vacant property at Nos. 521-525 S. Wells Street; such lease to be approved by the Commissioner of the Department of Public Works, and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on page 6279 of this Journal]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Kerwin, Hoellen, O'Rourke, Wigoda—43.

*Nays*—None.

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## Execution of Lease Agreement Authorized with Kitchen Expositions, Inc. for Trade Show at Navy Pier and Previous Ordinance Repealed.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, to authorize the execution of a lease agreement with Kitchen Expositions, Inc. for a Trade and Public Show at Navy Pier and for repeal of previous ordinance.

**On motion of Alderman Keane the said proposed ordinance was *Passed,* by yeas and nays as follows:**

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Kerwin, Hoellen, O'Rourke, Wigoda—43.

*Nays*—None.

**The following is said ordinance as passed:**

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Port Director and the City Comptroller, subject to approval as to form and legality of the Corporation Counsel are authorized to execute in behalf of the City of Chicago an agreement with Kitchen Expositions, Inc., 199 Main Street, Hackettstown, New Jersey 07840, said agreement to be in the following form:

This Agreement made this 25th day of September, A.D., 1969, between the City of Chicago, a municipal corporation of the State of Illinois, hereinafter called "Landlord" and Kitchen Expositions, Inc., a corporation organized and existing by virtue of the laws of the State of New Jersey, hereinafter called "Tenant".

WITNESSETH:

That Landlord, for and in consideration of the terms and conditions, both general and special, hereinafter contained and made on the part of Tenant, does hereby grant to Tenant for use only by Tenant, the privileges hereinafter described on premises at Navy Pier, Foot of Grand Avenue, Chicago, Illinois 60611, hereinafter called "Pier", a plat of said Pier being attached hereto.

This Agreement shall consist of three parts:

Part I—General Conditions
Part II—Special Conditions numbered 1 to 6
Part III—Exhibits and Attachments

All constituting the entire agreement between the

(Continued on page 6280)

**This Agreement,** Made this ________ day of ________

A. D. 1969, between Peoples Pontiac, Inc.

________, as Lessor

and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

**Witnesseth:** That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit:

Premises in building known as 5916 N. Western Avenue, approximately 1,800 square feet, for Fiftieth Ward Office.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of November A. D. 1969, and ending on the 31st day of October A. D. 1971. Lessee has the right to terminate this lease upon thirty days' prior written notice. ~~and the right to renew this lease for a further period of~~ ~~on the same terms and rental, by giving to the Lessor , in either case days' written notice of its election so to do.~~

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at 6060 N. Western Avenue, Chicago, 60645 or at such other place as the Lessor from time to time in writing may appoint.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of Three Hundred Thirty Seven and 50/100 - - - - - - - ($337.50) Dollars per month, payable in advance on the first day of each calendar month by the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at their own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

Lessor agrees to furnish and pay for heat, water, electricity, plus plate glass insurance.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making ~~repairs, and shall be allowed to place thereon notices of "To Rent"~~ for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

**In Witness Whereof,** this lease is signed by or on behalf of the parties hereto the day and year first above written.

(Signature forms omitted)

**This Agreement** Made this ____ day of ____

A. D. 19 69 Between The City of Chicago, a municipal corporation,

____ party of the first part and ____

Max Stein, d/b/a M. S. Auto Parking Company party of the second part.

**Witnesseth,** that the party of the first part has demised and leased to the party of the second part the premises, situated in City of Chicago County of Cook and State of Illinois, known and described as follows:

Approximately 4,120 square feet of space at 440-442 S. Clark Street, for parking of automobiles.

TO HAVE AND TO HOLD the same, unto the party of the second part, from the First day of June A. D. 19 69 until the Thirty-first day of May A. D. 19 71. And the party of the second part in consideration of said demise, does covenant and agree with the party of the first part as follows:

FIRST.—To pay to Lessor at Office of City Collector as rent for said leased premises for said term the sum of Three Thousand One Hundred Eighty Dollars ($ 3,180.00) payable in advance in equal monthly installments of $265.00 upon the first day of each and every month during the term hereof.

SECOND.—That he has examined and know the condition of said premises; and has received the same in good order and repair, and that he will keep said premises in good repair during the term of this lease, at his own expense; and upon the termination of this lease will yield up said premises to said party of the first part in good condition and repair (loss by fire and ordinary wear excepted).

THIRD.—That he will not sub-let said premises, nor any part thereof, nor assign this lease without the written consent of the party of the first part first had.

FOURTH.—To pay (in addition to the rents above specified) all water rents taxed, levied or charged on said demised premises, for and during the time for which this lease is granted.

FIFTH.- Lessee agrees to furnish Lessor with insurance policies of $100/300M Public Liability and Property Damage in amount of $10,000.00, naming the City of Chicago as co-insured.

SIXTH.- The City may cancel this lease upon thirty days' notice in writing of their intention so to do.

The party of the second part hereby irrevocably constitutes ____ & any attorney of any Court of Record, attorney for it in its name, on default by it of any of the covenants herein, to enter its appearance in any such Court of Record, waive process and service thereof, and trial by jury, and confess judgment against it in favor of said party of the first part, or its assigns for forcible detainer of said premises, with costs of said suit; and also to enter the appearance in such court of the party of the second part, waive process and service thereof, and confess judgment from time to time, for any rent which may be due to said party of the first part, or the assignees of said party by the terms of this lease, with costs, and Twenty Dollars attorney's fees, and to waive all errors and all right of appeal, from said judgment and judgments; and to file a consent in writing that a writ of restitution or other proper writ of execution may be issued immediately; said party of the second part hereby expressly waives all right to any notice or demand under any statute in this state relating to forcible entry and detainer.

In case said premises shall be rendered untenantable by fire or other casualty, the lessor, may, at his option, terminate this lease, or repair said premises within thirty days, and failing so to do or upon the destruction of said premises by fire, the term hereby created shall cease and determine.

All the parties to this lease agree that the covenants and agreements herein contained shall be binding upon, apply and inure to, their respective heirs, executors, administrators and assigns.

WITNESS the hands and seals of the parties hereto the day and year first above written.

(Signature forms omitted)

**This Agreement,** Made this ______ day of ______

A. D. 19 69 Between The City of Chicago, a municipal corporation,

______ party of the first part and ______

Sie Lurye, d/b/a Sie Lurye's ______ party of the second part.

**Witnesseth,** that the party of the first part has demised and leased to the party of the second part the premises, situated in City of Chicago County of Cook and State of Illinois, known and described as follows:

Approximately 4,400 square feet of vacant property at 521-525 S. Wells Street, for auto parking purposes.

TO HAVE AND TO HOLD the same, unto the party of the second part, from the First day of June A. D. 1969 until the Thirty-first day of May A. D. 19 71 And the party of the second part in consideration of said demise, does covenant and agree with the party of the first part as follows:

FIRST.—To pay to Lessor at Office of City Collector as rent for said leased premises for said term the sum of Three Thousand Three Hundred Dollars ($3,300.00) payable in advance in equal monthly installments of $275.00 upon the first day of each and every month during the term hereof.

SECOND.—That he has examined and knows the condition of said premises; and has received the same in good order and repair, and that he will keep said premises in good repair during the term of this lease, at his own expense; and upon the termination of this lease will yield up said premises to said party of the first part in good condition and repair (loss by fire and ordinary wear excepted).

THIRD.—That he will not sub-let said premises, nor any part thereof, nor assign this lease without the written consent of the party of the first part first had.

FOURTH.—To pay (in addition to the rents above specified) all water rents taxed, levied or charged on said demised premises, for and during the time for which this lease is granted.

FIFTH.- It is agreed that this lease may be cancelled by the Lessor at any time by thirty days' notice in writing.

SIXTH.- Lessee agrees to furnish Lessor with insurance policies naming the City of Chicago as co-insured, covering Public Liability in amounts of $100,300M and Property Damage for $10,000.00.

The party of the second part hereby irrevocably constitutes ______ or any attorney of any Court of Record, attorney for him in his name, on default by him of any of the covenants herein, to enter his appearance in any such Court of Record, waive process and service thereof, and trial by jury, and confess judgment against him in favor of said party of the first part, or his assigns for forcible detainer of said premises, with costs of said suit; and also to enter the appearance in such court of the party of the second part, waive process and service thereof, and confess judgment from time to time, for any rent which may be due to said party of the first part, or the assignees of said party by the terms of this lease, with costs, and Twenty Dollars attorney's fees, and to waive all errors and all right of appeal, from said judgment and judgments; and to file a consent in writing that a writ of restitution or other proper writ of execution may be issued immediately; said party of the second part hereby expressly waives all right to any notice or demand under any statute in this state relating to forcible entry and detainer.

In case said premises shall be rendered untenantable by fire or other casualty, the lessor, may, at his option, terminate this lease, or repair said premises within thirty days, and failing so to do or upon the destruction of said premises by fire, the term hereby created shall cease and determine.

All the parties to this lease agree that the covenants and agreements herein contained shall be binding upon, apply and inure to, their respective heirs, executors, administrators and assigns.

WITNESS the hands and seals of the parties hereto the day and year first above written.

(Signature forms omitted)

(Continued from page 6276)

parties and no warranties, inducements, considerations, promises or other inferences, shall be implied or impressed upon such agreement that are not set forth herein at length.

[Part I—General Conditions attached to this ordinance is common to "Part I—General Conditions" printed on pages 5491-5494 of the Journal of the Proceedings of May 14, 1969]

### PART II—SPECIAL CONDITIONS

1. *Premises*

Landlord leases to Tenant the following areas of Navy Pier, Chicago, Illinois 60611, and areas known as "lean-to-areas" that may be available for storage purposes (without additional cost) that are immediately adjacent and adjoining the leased area, all as appears on the attached Exhibit:

40,920 sq. ft. North Hall
None sq. ft. South Hall
7,000 sq. ft. West Hall
47,920 sq. ft. Total—Gross

2. *Purpose*

Tenant shall use the demised premises for the purpose of staging trade and public show featuring kitchen furnishings and appliances and for no other purpose whatsoever.

3. *Term*

The term of this Agreement shall begin on the 1st day of December, 1969, at 12:01 A.M. and shall terminate on the 8th day of December, 1969, at 12:00 midnight.

4. *Rental*

Tenant shall pay Landlord as rent for the demised premises at the rate of 12¢ per square foot for the entire period of occupancy the total sum of Fifty-seven Hundred Fifty and 40/100 Dollars ($5,750.40), payable as follows:

A. $1,000.00 upon the execution of this Agreement by Tenant, and

B. the balance on or before the 30th day prior to the first day of the term hereof,

said rental payments to be made by certified check at the office of the Port Director, Navy Pier, Chicago, Illinois 60611.

5. *Operations*

A. Tenant shall deposit with the Director on or before the 30th day prior to the first day of the term hereof a certified check in the sum of $2,500.00 as a deposit on account of utilities and services furnished by Landlord and to be paid by Tenant.

B. No alcoholic beverages of any kind shall be sold, given away or used in the demised premises.

C. Unless consent in writing from the Director is first received, Tenant shall not operate or put up any engine, motor or machinery on the demised premises or use oils, burning fluids, camphene, kerosene, naphtha or gasoline for either mechanical or other purposes, or any other agent other than electricity for illuminating the demised premises.

D. No portion of the sidewalks, entries, passageways, vestibules, halls or stairways, or access to public utilities of said building shall be obstructed by Tenant or used for any other purpose other than for ingress and egress from the demised premises. The doors, skylights, stairways or openings that reflect or admit light into any place in the building, including hallways, corridors and passageways, radiators and house lighting appurtenances shall not be covered or obstructed by Tenant. The water closets or other water apparatus shall not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, papers or other substances shall be thrown therein. Tenant will permit no chair or movable seat to be or remain in the passageways and will keep said passageways clear at all times.

E. If said premises or any portion of said building thereof including any and all utilities shall be damaged by the act, default or negligence of the Tenant, or of Tenant's agents, employees, patrons, guests, or any person admitted to said premises by tenant, Tenant shall pay to Landlord upon demand such sum as shall be necessary to restore said premises to their present condition. Tenant hereby assumes full responsibility for the acts and conduct of all persons admitted to said premises or any portion of said building by the consent of the Tenant, or by or with the consent of any person acting for or in behalf of said Tenant, and said Tenant agrees to have on hand at all times, at its own expense, such security force as is deemed necessary by the Director to maintain order and to protect persons and property.

F. It shall be the sole responsibility and authority of the Fire Commissioner of the City of Chicago in determining the total number of persons to be admitted at any and all times to Navy Pier, or any part or section thereof, and his decision, or that of his authorized representative shall be final.

G. Landlord shall have the exclusive right to collect and have custody of articles left in the building by persons attending any performance, exhibition or entertainment given or held in the demised premises, and Tenant, or any persons in Tenant's employ, shall not collect nor interfere with the collection or custody of such articles.

H. Landlord reserves the right to eject any objectionable person or persons from said building, and upon the exercise of this right by the Director, his representatives, agents or policemen, the Tenant hereby waives any right and all claims for damages against the City of Chicago and its employees and agents.

I. Designated staff members of the City of Chicago may enter the building and all of the demised premises at any time and on any occasion.

J. Tenant shall not transmit a description of any portion of its operation by means of radio broadcasting or television without first having received written permission from the Director.

K. Landlord reserves the exclusive right to enter into contracts with concessionaires for the operation of any and all concessions in or about the building known as Navy Pier, and further reserves the right to place and locate these concessionaires wherever Landlord deems necessary, be they in the premises herein demised or elsewhere in and about the said building. Tenant is expressly forbidden from entering into its own concession agreements for any product or service, and herewith agrees that it shall make available to the Landlord's concessionaires whatever space is deemed necessary by the Director for purposes of ingress, egress and servicing said concessions.

L. No performance, exhibition or entertainment shall be given or held on the demised premises which shall be objected to by Landlord.

M. Tenant shall provide at its own expense all porters and matrons for toilet areas to keep same in an exceptionally clean and sanitary condition and shall also provide at its own expense all ticket sellers, ticket takers, ushers, crowd directors and any security service required on the direction of the Director.

N. Any and all matters not herein expressly provided for shall be at the discretion of the Director.

6. *Exhibitions or Amusements with an Admission Charge*

If tenant operates, or shall contract to be operated, any type of show, spectacle, amusement or exhibition within the area leased herein, and an admission charge is made for same either directly or indirectly:

A. Tenant shall pay to Landlord the sum of Twelve and one-half (12½%) per cent of the gross receipts therefrom as alternative rental for the demised premises, in the event said percentages exceeds the rental set forth in paragraph four (4) hereof.

B. Tenant shall pay to the City of Chicago, as set forth in the Municipal Code of the City of Chicago, three (3%) percent of the established base ticket-window price of admission as the Municipal Amusement Tax. Such percentage shall also apply to advance sale tickets or book or block sale of tickets either at a reduced or "marked-up" price, and shall also apply to any "package" type of ticket that may be sold or given away by Tenant or agents of Tenant, this pertaining in particular to "tie-in" sale or space to exhibitors or other persons or parties of any nature whatsoever, either paid for or given away by Tenant or other persons.

C. All tickets of admission shall be in a form satisfactory to and shall contain only such words and figures approved by the Director, and shall contain only such words and figures approved by the following statement: "The City of Chicago, as Landlord, does not assume responsibility for the performance for which this ticket is issued." Tickets shall be prepared by a responsible printer, at the sole expense of Tenant, who shall furnish to the Director, no later than five (5) days prior to the event, a verified statement of the number of tickets, including complimentary tickets, printed and delivered to Tenant for use at the event and of the price to be charged for each ticket. If, and as soon as, any other tickets are printed or used, Tenant shall furnish a similar verified statement with respect thereto. A facsimile of each type and kind of ticket to be issued by Tenant shall be submitted to the Director for his approval no later than 30 days prior to the time any ticket is offered for sale or distribution by Tenant.

D. At the close of each day's performance or show, or at the end of each day, the Director or his representative shall be present to certify the official box-office or ticket treasurer's daily report and shall be furnished at least three (3) copies of the box-office ticket report form duly certified by an accredited representative of Tenant and the box-office treasurer. On this form, or on an attached form, shall be shown the number of other persons entering the premises on either complimentary, executive staff, employee, service, performer or exhibitor type admissions; however, reasonable allowance shall be made for visiting dignitaries or special admissions such as messengers, guards, etc., or musical or parade organizations, or members of the Armed Forces of the United States or other countries.

E. The Director shall approve of the number and form of complimentary, press, etc., or other free tickets that may be distributed, and Landlord shall be entitled to such a number of such complimentary tickets as may be deemed necessary by the Director, such number not to exceed fifteen (15%) percent of the number of free or complimentary tickets printed or made up by the Tenant or his agents. No exhibitor or Tenant shall issue any tickets for admission purposes except with prior written approval of the Director.

F. All forms and types of credentials, identification cards, or badges, ribbons or buttons that may be used to gain entrance to the show, amusement, exhibition or fair, either by executives, staff members, employees of either the Tenant or his agents, exhibitors, operators of amusement enterprises, performers or any other person, or members of the press, radio, television, or official photographers, shall be approved by the Director.

G. Self-counting turnstiles shall be installed at the entrance and all persons permitted to gain entrance shall pass through such turnstile. Such turnstile count shall be immediately available to a responsible executive or officer or other duly authorized person of the Chicago Fire Department, Building Department or Director's staff for purposes of determining the number of persons then on the premises for reasons of safety or security.

H. Tenant agrees that no performance, exhibition or entertainment shall be given or held on Navy Pier which are illegal, indecent, obscene, lewd, immoral or in any matter publicly offensive, and the Director has the right to demand of Tenant that he immediately delete such portions of the production as are subject to such criticism, or to rewrite or have changed the said attraction so that it will not be publicly offensive and the Tenant agrees immediately upon receipt by it of such notice to make the required changes and deletions.

I. Any sums due Landlord from Tenant for use of premises or any accommodations, services or materials shall be a first lien on the box office receipts of said Tenant.

In Witness Whereof, the parties hereto have caused this instrument to be signed in triplicate under their respective seals on the day and year first above written.

[Signature forms and Exhibit omitted]

SECTION 2. The ordinance passed by this Council on January 31, 1969 (C.J.P. p. 4955) authorizing the execution of a Lease with this same named Lessee be and the same hereby is repealed.

SECTION 3. This ordinance shall be in force and effect from and after its passage.

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## Authority Granted for Installations and Rehabilitations of Traffic-Control Signals at Specified Locations.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

*Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to install traffic-control signals as follows:

| *Intersection* | *Estimated Cost* |
|---|---|
| W. 31st Street and W. 31st Boulevard (West of S. Western Avenue) | $22,849.20; |

and

*Be It Further Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to rehabilitate traffic-control signals as follows:

| *Intersection* | *Estimated Cost* |
|---|---|
| N. Western and W. Chicago Avenues | $14,541.78; |

and

*Be It Further Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to rehabilitate traffic-control signals as follows:

| *Intersection* | *Estimated Cost* |
|---|---|
| N. Pulaski Road and W. Grand Avenue | $18,588.50; |

and

*Be It Further Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to rehabilitate traffic-control signals as follows:

| *Intersections* | *Estimated Cost* |
|---|---|
| W. Cermak Road and S. Hamlin Avenue | $125,714.40. |
| W. Cermak Road and S. Central Park Avenue | |
| W. Cermak Road and S. Kedzie Avenue | |
| W. Cermak Road and S. Albany Avenue | |
| W. Cermak Road and S. California Avenue | |
| W. Cermak Road and S. Washtenaw Avenue | |
| W. Cermak Road and S. Leavitt Street | |
| W. Cermak Road and S. Damen Avenue | |
| W. Cermak Road and S. Wood Street | |

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Kerwin, Hoellen, O'Rourke, Wigoda—43.

*Nays*—None.

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### City Comptroller Authorized to Accept Compromise Offers in Settlement of Certain Warrants for Collection.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

*Ordered,* That the City Comptroller is authorized, in accordance with his requests dated October 6, 10 and 17, 1969, and the attached recommendations of the Corporation Counsel to accept compromise offers in settlement of various warrants for collection as follows:

| *Year* | *Warrant No.* | *Amount* | *Compromise Offer* |
|---|---|---|---|
| 1969 | D-98543 | $274.11 | $232.99 |
| 1969 | D-98558 | 227.45 | 170.59 |
| 1969 | D-98618 | 434.72 | 325.00 |
| 1969 | D-98875 | 363.05 | 272.25 |
| 1969 | D-98882 | 155.70 | 124.30 |
| 1969 | D-98885 | 179.18 | 159.67 |
| 1965 | F-211 | 75.00 | 55.00 |
| 1969 | F-885 | 161.61 | 121.21 |
| 1969 | F-1211 | 71.97 | 54.00 |
| 1965 | F-1668A | 104.13 | 75.00 |
| 1969 | F-3676 | 282.85 | 210.00 |
| 1968 | G-186 | 590.07 | 442.53 |
| 1969 | F-3471 | 223.42 | 165.00 |
| 1969 | F-3524A | 136.67 | 68.33 |
| 1969 | F-3647 | 132.24 | 99.18 |
| 1969 | F-3653 | 176.04 | 132.03 |
| 1969 | F-3683A | 49.00 | 24.50 |
| 1969 | F-3693 | 74.44 | 37.22 |
| 1969 | F-3704 | 134.06 | 100.55 |
| 1969 | D-98067B | 284.65 | 210.00 |
| 1969 | D-98613 | 493.90 | 395.12 |
| 1969 | D-98680 | 309.54 | 232.16 |
| 1969 | D-98800 | 247.07 | 123.53 |
| 1969 | D-98838 | 308.68 | 231.51 |
| 1969 | D-98886 | 113.11 | 84.83 |
| 1969 | D-98911 | 176.41 | 88.20 |
| 1969 | G-114 | 481.00 | 360.00 |
| 1969 | G-150 | 227.40 | 174.92 |
| 1969 | G-182 | 182.66 | 136.99 |
| 1969 | N-4692 | 168.84 | 126.63 |
| 1965 | F-2308 | 47.50 | 35.00 |
| 1968 | F-3156 | 80.75 | 60.00 |
| 1969 | F-3440A | 57.40 | 43.00 |
| 1969 | F-3663 | 327.03 | 245.00 |
| 1969 | F-3852 | 141.40 | 106.05 |
| 1969 | D-98819 | 197.70 | 150.00 |
| 1969 | D-98878 | 223.92 | 167.94 |
| 1969 | D-98889 | 288.86 | 216.00 |
| 1969 | D-99001 | 291.58 | 215.00 |
| 1965 | D-99322 | 49.48 | 35.00 |
| 1965 | E-68 | 431.02 | 216.00 |
| 1968 | G-212 | 207.09 | 155.32 |
| 1969 | N-4532 | 84.42 | 63.00. |

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Kerwin, Hoellen, O'Rourke, Wigoda—43.

*Nays*—None.

### City Comptroller Authorized and Directed to Cancel Warrants for Collection Issued against Certain Charitable, Educational and Religious Institutions.

The Committee on Finance to which had been referred (October 8, 1969) seven proposed orders for cancellations of certain warrants for collection issued against specified charitable, educational and religious institutions, submitted reports recommending that the City Council pass the following substitute proposed order:

*Ordered,* That the City Comptroller is hereby authorized and directed to cancel specified warrants for collection issued against certain charitable, educational and religious institutions, as follows:

| *Name and Address* | *Warrant No. and Type of Inspection* | *Amount* |
|---|---|---|
| Louise Burg Hospital, No. 255 W. Cermak Road | D1-21265 (Sign) | $7.50 |
| | D1-21266 (Sign) | 14.20 |
| Hyde Park Bible Church, No. 340 E. 51st St. | D1-21608 (Sign) | 123.50 |
| New Nazareth Baptist Church, No. 735 E. 44th St. | D1-20997 (Sign) | 29.50 |
| Rehabilitation Institute of Chicago, No. 401 E. Ohio St. | B1-15138 (Bldg.) | 11.50 |
| St. Mary Byzantine Church, No. 4949 S. Seeley Av. | A1-8674 (Elev.) | 11.50 |
| St. Joseph Hospital, No. 2900 N. Lake Shore Drive | A1-4077 (Elev.) | 140.50 |
| | D1-3848 (Sign) | 7.50 |
| | D1-3849 (Sign) | 7.50 |
| | A1-4336 (Elev.) | 144.50 |
| | F1-13136 (Mech. Vent.) | 457.70 |
| No. 2930 N. Lake Shore Drive | A1-4058 (Elev.) | 34.50 |
| | A1-4314 (Elev.) | 34.50 |
| Schwab Rehabilitation Hospital, No. 1401 S. California Blvd. | C1-11935 (Boiler) | 34.00. |

**On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:**

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Kerwin, Hoellen, O'Rourke, Wigoda—43.

*Nays*—None.

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### Authority Granted for Issuance of Free Permits and License Fee Exemptions for Certain Charitable, Educational and Religious Institutions.

The Committee on Finance to which had been referred (October 8, 1969) sundry proposed ordinances transmitted therewith to authorize issuance of free permits and license fee exemptions for certain charitable, educational and religious institutions, submitted reports recommending that the City Council pass said proposed ordinances.

On separate motions made by Alderman Keane *each* of the said proposed ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Kerwin, Hoellen, O'Rourke, Wigoda—43.

*Nays*—None.

Said ordinances as passed read respectively as follows (the Italic heading in each case not being a part of the ordinance):

#### FREE PERMITS

#### *The Catholic Bishop of Chicago (St. Cajetan Church)*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Commissioner of Buildings, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Water and Sewers and the Commissioner of Health, are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary to The Catholic Bishop of Chicago (St. Cajetan Church) for construction of new administration building, for all electrical work, and for the use of water in conjunction with such project, on the premises known as No. 11220 S. Artesian Avenue.

Said building shall be used exclusively for religious and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

#### *East Side Bible Church*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Commissioner of Buildings, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Water and Sewers and the Commissioner of Health, are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary to East Side Bible Church for construction of new church building and for renovation and remodeling of existing church buildings, for all electrical work, and for the use of water in conjunction with such project, on the premises known as No. 10524 S. Avenue N.

Said building shall be used exclusively for religious and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

### LICENSE FEE EXEMPTIONS
*Day Care Centers*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care centers, which are not operated for gain but where a charge is made for the care of children, are hereby exempted from the payment of the license fee for the current license period, which expires April 30, 1970:

Beacon Neighborhood House, United Christian Community Services, No. 1440 S. Ashland Av.

Bethel A.M.E. Day Care Center, No. 4440 S. Michigan Av.

Coppin A.M.E. Church and Youth Center, No. 5627 S. Michigan Av.

The Ecumenical Institute Day Care Center, Extension A, No. 3444 W. Congress Parkway.

The Ecumenical Institute Day Care Center, Extension B, No. 3444 W. Congress Parkway.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

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## Refund of Hospital License Fee to American Hospital of Chicago Authorized.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

*Ordered,* That the City Comptroller is hereby authorized and directed to refund fees in the amount of $740.00 (Account No. 100-9112) paid for Hospital License No. 61 for the American Hospital of Chicago, No. 850 W. Irving Park Road—Mr. Frank W. Brown, Administrator.

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Kerwin, Hoellen, O'Rourke, Wigoda—43.

*Nays*—None.

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## Ordinance Amended for Cancellation of Water Rates Assessed against First Universalist Church of Chicago.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That an ordinance passed by the City Council on July 15, 1969, page 5845 of the Journal of the Proceedings of said date, cancelling water rates assessed against the First Universalist Church of Chicago, No. 8250 S. Ingleside Avenue (No. 910 E. 83rd Street), be and the same is hereby amended, as follows:

By adding to Section 1 of said ordinance the language "and water rates in the total amount of $145.45 and $147.05, respectively,";

By striking out Section 2 of said ordinance and inserting a new Section 2 to read as follows:

"Section 2. That the Bureau of Water is hereby authorized and directed to exempt the said church from payment of any and all future water rates assessed against the said church and any property owned and operated by it in the conduct of its religious business.";

and by adding thereto a new Section 3 to read as follows:

"Section 3. This ordinance shall be in full force and effect from and after its passage."

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Kerwin, Hoellen, O'Rourke, Wigoda—43.

*Nays*—None.

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## Acceptance of High Bid of American Automated Industries, Inc. and Conveyance of City-Owned Property Located at No. 1156 W. Cermak Road Authorized.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (referred to the committee on September 17, 1969):

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The City of Chicago hereby accepts the bid of American Automated, Inc., to purchase for the sum of Ten Thousand Fifty and no/100 dollars ($10,050.00) the City-owned property described as follows:

The West 12 feet of Lot 17 and all of Lot 18 in Mary Cooke's Subdivision of the East half of Block 22 in Walsh and McMullen's Subdivision of the South Three Quarters of the Southeast Quarter in Section 20, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest a Quitclaim Deed conveying all interest of the City of Chicago in and to said property to said purchaser, subject however to general taxes levied on said property.

SECTION 3. The City is authorized to deliver the deposit check of One Thousand Five Dollars ($1,005.00) submitted by said bidder to the City Comptroller, who is authorized to deliver said Deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. This ordinance shall be in effect from and after its passage.

On motion of Alderman Keane the foregoing pro-

**posed ordinance was *Passed,* by yeas and nays as follows:**

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Kerwin, Hoellen, O'Rourke, Wigoda—43.

*Nays*—None.

### City Comptroller Authorized to Advertise for Sale Vacant Excess Eisenhower Expressway Parcel No. 591 at S.W. Cor. W. Congress Pkwy. and S. Oakley Blvd.

**The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:**

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant excess City property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago:

That part of the North 14.50 feet of Lot 45 and of Lot 46 taken as one tract in Sub-block 1 in Subdivision of Lots 1 to 12 inclusive of Block 12 in Rockwell's Addition to Chicago in the West half of the Northwest quarter of Section 18, Township 39 North, Range 14 East of the Third Principal Meridian described as follows:

Commencing at the Southwest corner of said tract; thence North along the West line of said tract 25.37 feet to a point 10.87 feet North of the Southwest corner of Lot 46; thence Easterly in a straight line 112.45 feet, more or less, to a point which is 6.48 feet North of the South line of said Lot 46 and 14.46 feet West of the East line thereof; thence Southeasterly along the arc of a circle of 15 feet radius, convex to the Northeast and tangent to the last described line to the point of tangency with the East line of said Lot 45; thence South along the East line of said Lot 45, 6.028 feet, more or less, to a point on the South line of the North 14.50 feet of said Lot 45; thence West along said South line to the place of beginning, all in Cook County, Illinois, commonly known as the Southwest corner of W. Congress Parkway and S. Oakley Boulevard, Eisenhower Expressway Parcel 591.

Bids for purchase of said property are hereby solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms and time for reception of bids for said property.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Kerwin, Hoellen, O'Rourke, Wigoda—43.

*Nays*—None.

### City Comptroller Authorized and Directed to Advertise for Sale Certain School Land and Building in Vicinity of W. 66th St. and S. Union Av.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (referred to the committee on September 17, 1969):

WHEREAS, The Board of Education of the City of Chicago at its regular meeting held August 14, 1969, by vote of not less than three-fourths of the full membership of said Board of Education determined that the property hereinafter described is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Board of Education of the City of Chicago and/or the City of Chicago; and

WHEREAS, The Board of Education of the City of Chicago, at said regular meeting held August 14, 1969, by vote of not less than three-fourths of the full membership of said Board of Education, ordered that a written request of the Board of Education of the City of Chicago be made on the City Council of the City of Chicago, to sell, in the manner provided by statute the real estate hereinafter described; and

WHEREAS, Written request has been made by the Board of Education of the City of Chicago, to sell the said real estate hereinafter described; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the following described property, to-wit:

Lots 1, 2, 3, 4, 5, 6, 7 and the North one-half (N½) of Lot 8 in Block 1 in the John L. and W. A. DuBrouil's Subdivision of Lots 1, 4, 5, 8, 9, 12, 13 and 16 in Block 16 in Linden Grove Subdivision of the West Thirty-five (W.35) acres of the North Seventy (N.70) acres and the South Ninety (S.90) acres of the Northwest one-quarter (NW¼) of Section Twenty-one (21), Township Thirty-eight (38) North, Range Fourteen (14) East of the Third Principal Meridian, in Cook County, Illinois,

which property is located on the west side of S. Union Avenue and the south side of W. 66th Street having a frontage of 187.5 feet on S. Union Avenue and 121 feet on W. 66th Street containing approximately 22,687.5 square feet and is improved with a four story brick building, which is not used for any school purpose, is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Board of Education of the City of Chicago and/or the City of Chicago.

SECTION 2. That the City Comptroller is hereby authorized and directed to advertise for sale the aforesaid school property. Said notices shall contain an accurate description of the property offered for sale, the purpose for which it is used, and shall state at what regular meeting of the City Council of the City of Chicago the bids will be considered and opened.

SECTION 3. Bids for said property must be on forms to be prepared by the City Comptroller who is hereby authorized to prepare such bidding forms and to determine the condition of bidding and the time for reception of bids.

SECTION 4. All bids received pursuant to such advertisement for the sale of said property shall be opened only at a regular meeting of the City Council of the City of Chicago and shall be accepted only upon a vote of not less than three-fourths of the members of the City Council of the City of Chicago.

SECTION 5. This ordinance shall be in force and effect from and after its passage and approval.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Kerwin, Hoellen, O'Rourke, Wigoda—43.

*Nays*—None.

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## Acceptances Authorized of Deeds of Conveyance to Seven Parcels of Property in Lieu of Foreclosure of City's Liens for Expenses Arising Out of Demolition of Dangerous Buildings.

The Committee on Finance submitted reports recommending that the City Council pass seven proposed ordinances transmitted therewith, to authorize acceptances of deeds of conveyance to seven parcels of property in lieu of filing and foreclosure of City's liens for expenses of demolition of dangerous buildings.

On separate motions made by Alderman Keane *each* of the said proposed ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Kerwin, Hoellen, O'Rourke, Wigoda—43.

*Nays*—None.

Said ordinances as passed read respectively as follows (the Italic heading in each case not being a part of the ordinance):

*No. 1756 W. Adams St.*

WHEREAS, The City of Chicago, has a lien in the sum of One Thousand Nine Hundred Five Dollars ($1,905.00) to reimburse the City of Chicago the costs of demolishing an open and vacant building located at No. 1756 W. Adams Street, Chicago, Illinois; and

WHEREAS, An offer was made by the owners of said property to convey the real estate to the City of Chicago in lieu of foreclosure of its lien; now, therefore,

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the deed from Alvin Karlin and Shirley Karlin, his wife, to the City of Chicago, a copy of which is hereto attached, be accepted by the City of Chicago, conveying the following-described real estate to-wit:

Lot 2 in Charles M. Jaques Subdivision of Lots 25, 26, 27 and 28 in H. H. Walkers Resubdivision of Blocks 12 and 13 in S. F. Smiths Subdivision of the Northeast quarter of the Northeast quarter of Section 18, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

SECTION 2. The City Comptroller is hereby authorized and directed to file for record in the Office of the Recorder of Deeds of Cook County, Illinois, the said deed.

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

[Deed attached hereto omitted
for printing purposes]

*No. 2101 W. Division St. and*
*Nos. 1148-1152 N. Hoyne Av.*

WHEREAS, The City of Chicago, has a lien in the sum of Four Thousand One Hundred Eighty-nine Dollars ($4,189.00) to reimburse the City of Chicago the costs of demolishing an open and vacant building located at No. 2101 W. Division Street and Nos. 1148-1152 N. Hoyne Avenue, Chicago, Illinois; and

WHEREAS, An offer was made by the owner of said property to convey the real estate to the City of Chicago in lieu of foreclosure of its lien; now, therefore,

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the deed from Federal Savings and Loan Insurance Corporation, to the City of Chicago, a copy of which is hereto attached, be accepted by the City of Chicago, conveying the following-described real estate to-wit:

Lot 1 in the subdivision of the North part of Block 2 in Suffern's Subdivision of the Southwest quarter of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

SECTION 2. The City Comptroller is hereby authorized and directed to file for record in the Office of the Recorder of Deeds of Cook County, Illinois, the said deed.

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

[Deed attached hereto omitted
for printing purposes]

*No. 1401 S. Keeler Av.*

WHEREAS, The City of Chicago, had expended the sum of One Thousand Four Hundred Fifty Dollars ($1,450.00) to demolish an open and vacant building located at No. 1401 S. Keeler Avenue, Chicago, Illinois; and

WHEREAS, An offer was made by the owner of said property to convey the real estate to the City of Chicago in lieu of filing of a lien against the real estate; now, therefore,

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the deed from Isadore Starkman, to the City of Chicago, a copy of which is hereto attached, be accepted by the City of Chicago, conveying the following-described real estate to-wit:

Lot 22 in Block 12 in William A. Merigold Resubdivision of the North 50 acres of the East one-half (½) of the Northeast one-quarter (¼) of Section 22, Township 39 North, Range 13 East of the Third Principal Meridian, according to the plat thereof recorded on 6-6-88 as Document No. 966569.

SECTION 2. The City Comptroller is hereby authorized and directed to file for record in the Office of the Recorder of Deeds of Cook County, Illinois, the said deed.

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

[Deed attached hereto omitted for printing purposes]

*No. 1647 N. Maplewood Av.*

WHEREAS, The City of Chicago, had expended the sum of One Thousand Three Hundred Thirty-three Dollars ($1,333.00) to demolish an open and vacant building located at No. 1647 N. Maplewood Avenue, Chicago, Illinois; and

WHEREAS, An offer was made by the owner of said property to convey the real estate to the City of Chicago in lieu of filing of a lien against the real estate; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the deed from American National Bank and Trust Company of Chicago, to the City of Chicago, a copy of which is hereto attached, be accepted by the City of Chicago, conveying the following-described real estate to-wit:

Lot 43 in Block 1 in Botsford's Subdivision of Block 7 in Johnston's Subdivision of the East half of the Southeast quarter of Section 36, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, commonly known as No. 1647 N. Maplewood Avenue, Chicago, Illinois.

SECTION 2. The City Comptroller is hereby authorized and directed to file for record in the Office of the Recorder of Deeds of Cook County, Illinois, the said deed.

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

[Deed attached hereto omitted for printing purposes]

*No. 19 E. 36th Pl.*

WHEREAS, The City of Chicago, has a lien in the sum of One Thousand Three Hundred Sixty-nine Dollars ($1,369.00) to reimburse the City of Chicago the costs of demolishing an open and vacant building located at No. 19 E. 36th Place, Chicago, Illinois; and

WHEREAS, An offer was made by the owners of said property to convey the real estate to the City of Chicago in lieu of foreclosure of its lien; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the deed from Gracia L. Blackman, Elaine A. Blackman, Eugene M. Joseph, Nellie S. Budd, and Laura B. Sowers, to the City of Chicago, a copy of which is hereto attached, be accepted by the City of Chicago, conveying the following-described real estate to-wit:

Lot 2 Owner Div. of the North 65 foot of Lots 37 to 42 and Lot 43 (excepting the West 8 feet) in Block B in Freeman's addition to Chicago of 10 acres next and adjacent North 20 acres of West half of Southwest quarter of West half of Southwest quarter of Section 34, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois, commonly known as No. 19 E. 36th Place, Chicago, Illinois.

SECTION 2. The City Comptroller is hereby authorized and directed to file for record in the Office of the Recorder of Deeds of Cook County, Illinois, the said deed.

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

[Deed attached hereto omitted for printing purposes]

*No. 4032 S. Wabash Av.*

WHEREAS, The City of Chicago, has a lien in the sum of Seven Hundred Fourteen Dollars ($714.00) to reimburse the City of Chicago the costs of demolishing an open and vacant building located at No. 4032 S. Wabash Avenue, Chicago, Illinois; and

WHEREAS, An offer was made by the owner of said property to convey the real estate to the City of Chicago in lieu of foreclosure of its lien; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the deed from Guaranty Bank and Trust Company, as Trustee under Trust No. 8247, to the City of Chicago, a copy of which is hereto attached, be accepted by the City of Chicago, conveying the following-described real estate to-wit:

Lot 14 (except the North 20 feet) in Wing's Resubdivision of Block 4 in Pryor and Hopkins Subdivision of the West half of the Northwest quarter of Section 3, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

SECTION 2. The City Comptroller is hereby authorized and directed to file for record in the Office of the Recorder of Deeds of Cook County, Illinois, the said deed.

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

[Deed attached hereto omitted for printing purposes]

*No. 3110 W. Walnut St.*

WHEREAS, The City of Chicago, had expended the sum of One Thousand Six Hundred Twenty-nine Dollars ($1,629.00) to demolish an open and vacant building located at No. 3110 W. Walnut Street, Chicago, Illinois; and

WHEREAS, An offer was made by the owner of said property to convey the real estate to the City of Chicago in lieu of filing of a lien against the real estate; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the deed from Lawndale National Bank of Chicago, Trustee under Trust No. 3771, to the City of Chicago, a copy of which is hereto attached, be accepted by the City of Chicago, conveying the following-described real estate to-wit:

Lot 3 in Root's Resubdivision of Lots 13 to 22 inclusive of Sub Block 1 of Block 8 in Lee and Other's Subdivision of the Southwest quarter of Section 12, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

SECTION 2. The City Comptroller is hereby authorized and directed to file for record in the Office of the Recorder of Deeds of Cook County, Illinois, the said deed.

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

[Deed attached hereto omitted
for printing purposes]

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### Authority Granted for Issuance of Certificates of Cancellation in Settlement of City's Special-Assessment Claims against Specified Parcels of Property.

The Committee on Finance submitted a report recommending that the City Council pass six proposed ordinances transmitted therewith, to authorize settlement of City's special-assessment claims against specified parcels of property.

On separate motions made by Alderman Keane *each* of the said proposed ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Kerwin, Hoellen, O'Rourke, Wigoda—43.

*Nays*—None.

Said ordinances as passed read respectively as follows (the Italic heading in each case not being a part of the ordinance):

*Compromise Settlement with Brothers Enterprises (Nos. 7738-7740 S. Greenwood Av.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $136.92, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Brothers Enterprises, to compromise the City's claim for the sum of $180.34, which has been recommended by the Committee on Finance; therefore,

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Comptroller on delivery to him of $180.34, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Brothers Enterprises, certificates of cancellation of special assessment liens against:

> Lots Sixteen (16) and Seventeen (17) in Block Eighty-one (81) in Cornell, a Subdivision in the West half and the Southeast quarter (SE¼) of Section 26, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County Illinois;

for the nonpayment of the Third, Fourth and Fifth Installments of Special Assessment Warrant No. 38691; the Tenth Installment of Special Assessment Warrant No. 32866 (on Lot 16); the Tenth Installment of Special Assessment Warrant No. 32866 and the Third, Fourth and Fifth Installments of Special Assessment Warrant No. 38691 (on Lot 17).

SECTION 2. This ordinance shall be in force and effect from and after its passage.

*Compromise Settlement with Brothers Enterprises (N.E. Cor. of W. 111th and S. Peoria Sts.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $241.06, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Brothers Enterprises, to compromise the City's claim for the sum of $291.97, which has been recommended by the Committee on Finance; therefore,

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Comptroller on delivery to him of $291.97, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Brothers Enterprises, certificates of cancellation of special assessment liens against:

> Lots One (1) and Two (2) (Except the East 30 feet of said Lot 2) in Block Three (3) in Sheldon Heights Northwest, a Subdivision of the East half (E½) of the Southeast quarter (SE¼) of Section 17, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

for the nonpayment of the Fourth Installment of Special Assessment Warrant No. 51631 (on Lot 1) and the Fourth Installment of Special Assessment Warrant No. 51631 (on Lot 2).

SECTION 2. This ordinance shall be in force and effect from and after its passage.

*Compromise Settlement with Brothers Enterprises (No. 450 W. Root St.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $99.95, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Brothers Enterprises, to compromise the City's claim for the sum of $112.34, which has been recommended by the Committee on Finance; therefore,

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Comptroller on delivery to him of $112.34, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Brothers Enterprises, certificates of cancellation of special assessment liens against:

> Lot Twenty-eight (28) in Sub-Block One (1) in Duncan's Resubdivision of Block Five (5) in Taylor and Kreighs Subdivision of the East half (E½) of the Northwest quarter (NW¼) of Section 4, Township 38 North, Range 14 East of

the Third Principal Meridian, in Cook County, Illinois;

for the nonpayment of the Flat Installment of Special Assessment Warrant No. 28360 and the Flat Installment of Special Assessment Warrant No. 55034.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Brothers Enterprises (No. 8404 S. Sangamon St.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $50.40, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Brothers Enterprises, to compromise the City's claim for the sum of $100.27, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $100.27, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Brothers Enterprises, certificates of cancellation of special assessment liens against:

> Lot Three (3) in Block Four (4) in Bellamy's Subdivision of the North 40 Acres East half (E½) of the Southeast quarter (SE¼) of Section 32, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

for the nonpayment of the First, Second, Third, Fourth and Fifth Installments of Special Assessment Warrant No. 42872; for the Ninth and Tenth Installments of Special Assessment Warrant No. 32866 and for the First, Second, Third, Fourth and Fifth Installments of Special Assessment Warrant No. 44861.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with John A. Hennessey (Nos. 6851-6853 S. Langley Av.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $240.56, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from John A. Hennessey, to compromise the City's claim for the sum of $330.24, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $330.24, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said John A. Hennessey, certificates of cancellation of special assessment liens against:

> Lots Fifteen (15) and Sixteen (16) Block Two (2) of Eugene B. Paynes Subdivision of the South half (S½) Southeast quarter (SE¼) Northeast quarter (NE¼) Southeast quarter (SE¼) of Section 22, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

for the nonpayment of the First, Second, Third, Fourth and Fifth Installments of Special Assessment Warrant No. 48943; the Flat Installment of Special Assessment Warrant No. 51958 (on Lot 15); the First, Second, Third, Fourth and Fifth Installments of Special Assessment Warrant No. 48943 and the Flat Installment of Special Assessment Warrant No. 51958 (on Lot 16).

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with John A. Hennessey (N.W. Cor. of W. 98th St. and S. Parnell Av.).*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described the original amounts of which assessments total $42.30, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from John A. Hennessey, to compromise the City's claim for the sum of $90.89, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $90.89, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said John A. Hennessey, certificates of cancellation of special assessment liens against:

> Lots One (1) to Eight (8) in V. H. Surghnor's Subdivision of Block Sixteen (16) in O'Dells Addition to Euclid Park, being a Subdivision of the East half (E½) Northwest quarter (NW¼), Section 9, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

for the nonpayment of the Flat Installment of Special Assessment Warrant No. 52575 (Lot 1); the Flat Installment of Special Assessment Warrant No. 52575 (Lot 2); the Flat Installment of Special Assessment Warrant No. 52575 (Lot 3); the Flat Installment of Special Assessment Warrant No. 52575 (Lot 4); the Flat Installment of Special Assessment Warrant No. 52575 (Lot 5); the Flat Installment of Special Assessment Warrant No. 52575 (Lot 6); the Flat Installment of Special Assessment Warrant No. 52575 (Lot 7) and the Flat Installment of Special Assessment Warrant No. 52575 (Lot 8).

SECTION 2. This ordinance shall be in force and effect from and after its passage.

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## Authority Granted for Acquisition of Parcel No. 5 at Nos. 6314-6316 S. Lowe Av. Needed for Central-Englewood Health Center Site.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

*Ordered,* That the Corporation Counsel, in accordance with his recommendation of August 21, 1969, is hereby authorized to acquire the following-described property needed for the Central Englewood Health Center site, to wit:

> The North 47 feet of Lots 23 to 27 both inclusive and of the East 15.6 feet of Lot 22 in Block 1 in Du Breuil's Subdivision of Lots 2 and 3 and the South 23½ feet of Lot 4, also Lots 5 to 16 both inclusive in Block 4 of Linden Grove Subdivision in the Northwest quarter of Section 21, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois,

in the amount of twenty-four thousand and no/100 dollars ($24,000.00), plus interest and court costs, and the City Comptroller and the City Treasurer are authorized and directed to issue vouchers and pay the amount when approved by the Corporation Counsel from appropriations made under Fund No. 429-1320-801.

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Kerwin, Hoellen, O'Rourke, Wigoda—43.

*Nays*—None.

### Chicago Park District Memorialized and Urged to Establish Playlot at S.W. Cor. E. 82nd St. and S. Euclid Av.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed resolution transmitted therewith (referred to the committee on September 17, 1969):

> WHEREAS, The Committee on Finance has had under consideration a proposed order requesting and directing the Committee to consider establishment of a playlot at the southwest corner of E. 82nd Street and S. Euclid Avenue; and
>
> WHEREAS, Said proposed order was referred to the Committee on Finance on September 17, 1969 for recommendation thereon; now, therefore,
>
> *Be It Resolved,* That the Chicago Park District is hereby memorialized and urged to establish a playlot at the southwest corner of E. 82nd Street and S. Euclid Avenue.

On motion of Alderman Keane the foregoing proposed resolution was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Kerwin, Hoellen, O'Rourke, Wigoda—43.

*Nays*—None.

### Chicago Park District Memorialized and Urged to Establish Playlot in Block Bounded by S. Karlov Av., S. Pulaski Rd. and W. Roosevelt Rd.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed resolution transmitted therewith:

> WHEREAS, The Committee on Finance has had under consideration a proposed order requesting and directing the Committee on Finance to consider the establishment of a playlot on vacant land south of the alley bounded by S. Karlov Avenue, S. Pulaski Road and W. Roosevelt Road; and
>
> WHEREAS, Said proposed order was referred to the Committee on Finance on September 17, 1969 for recommendation thereon; now, therefore,
>
> *Be It Resolved,* That the Chicago Park District is hereby memorialized and urged to establish a playlot on the vacant land south of the alley bounded by S. Karlov Avenue, S. Pulaski Road and W. Roosevelt Road.

On motion of Alderman Keane the foregoing proposed resolution was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Kerwin, Hoellen, O'Rourke, Wigoda—43.

*Nays*—None.

### Allocation of M.F.T. Funds Increased for Rehabilitation of Traffic-Control Signals at Intersection of N. Pulaski Road and W. North Av.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

> *Ordered,* That the order passed by the City Council on August 24, 1959 (C.J. page 707), authorizing the rehabilitation of traffic-control signals at the intersection of N. Pulaski Road and W. North Avenue be amended by striking out under the caption "Estimated Cost" $14,991.32 and inserting in lieu thereof $26,799.11.

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Kerwin, Hoellen, O'Rourke, Wigoda—43.

*Nays*—None.

### Approval Given to Stipulated Settlement for Acquisition of Parcel No. 17 Needed for Widening and Channelization of Portion of W. 103rd St.

The Committee on Finance submitted a report rec-

ommending that the City Council pass the following proposed order transmitted therewith:

> *Ordered,* That the recommendation of the Commissioner of Public Works contained in his communication of September 15, 1969 recommending the approval of the stipulated settlement in connection with the acquisition of property for the widening and channelization of W. 103rd Street from S. Claremont Avenue to S. Pulaski Road as hereinafter listed, is hereby approved; and the City Comptroller and the City Treasurer are hereby authorized and directed to pay to the owner or owners the amount set forth together with accrued interest and court costs, if any, when approved by the Commissioner of Public Works from the appropriation made under the Motor Fuel Tax Fund:

| *Parcel No.* | *Address* | *Amount* |
|---|---|---|
| 17 | 3000 W. 103rd Street | $6,000.00. |

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Kerwin, Hoellen, O'Rourke, Wigoda—43.

*Nays*—None.

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## Allocation of M.F.T. Funds Authorized for Pavement Repairs in Improved Streets, County and State Highways during Year 1969 (Section Curb and Gutter).

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Authority is hereby given to reconstruct curb and combined curb and gutter in various improved streets, County Highways or State Highways for the period beginning January 1, 1969 and ending December 31, 1969. Where necessary, the project shall include new pavement, sidewalk, curb and gutter and drainage structures lying adjacent to or in the path of said repair or reconstruction. The cost shall not exceed $500,000.00 to be paid from that part of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago.

SECTION 2. That there is hereby allocated the sum of $500,000.00 for repairs to pavements in improved streets, County Highways or State Highways which shall be for work for which estimates are to be filed with the Division of Highways of the Department of Public Works and Buildings of the State of Illinois for the period beginning January 1, 1969 and ending December 31, 1969.

SECTION 3. That the Commissioner of Streets and Sanitation shall prepare the necessary specifications and estimates for these repairs and that the City day labor forces shall make such repairs under his supervision.

SECTION 4. That the City Clerk is hereby directed to transmit two certified copies of this ordinance to the Division of Highways of the Department of Public Works and Buildings of the State of Illinois, Springfield, Illinois, through the District Engineer for District No. 10 of the said Division of Highways.

SECTION 5. That this ordinance shall be in force and effect from and after its passage and approval.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Kerwin, Hoellen, O'Rourke, Wigoda—43.

*Nays*—None.

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## Ordinance Amended for Easement to The Metropolitan Sanitary District of Greater Chicago for Construction and Maintenance of Piping in and along S. Cottage Grove Av. (Contract 68-227-2D).

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the ordinance passed by the City Council of the City of Chicago on December 20, 1968 and appearing on pages 4676 to 4678, both inclusive, of the Journal of the Proceedings of the City Council of said date authorizing The Metropolitan Sanitary District of Greater Chicago the grant of easement for the construction, maintenance, etc. of Field Distribution Piping in and along S. Cottage Grove Av. right of way; be and the same is hereby amended by removing from paragraph 1, Section 1, the words and figures "60" I.D. Reinforced Concrete" and substituting therefor "36" O.D. ½" thick steel"; and by adding after paragraph (i) Section 3, the paragraph as follows:

> "(j) In the event that the Casing Pipe will interfere with any future sewer in the right of way of Cottage Grove Avenue, then the Sanitary District, upon written notice thereof from the City of Chicago, will, at its own expense, take such steps as may be necessary to fully protect any work which it may do under the terms of this ordinance, and make such changes to its installation as may be required for the sewer construction, and further that a City of Chicago sewer when constructed at the subject location will not be required to be installed in siphon to accommodate the Field Distribution Piping."

SECTION 2. This ordinance shall be in force and effect from and after its passage and approval and the acceptance of the same by The Metropolitan Sanitary District of Greater Chicago on or before sixty (60) days thereafter, which acceptance shall be evidenced by a certified copy of the order, resolution or ordinance of the Board of Trustees of The Metropolitan Sanitary District of Greater Chicago accepting the same filed with the City Clerk of the City of Chicago.

On motion of Alderman Keane the foregoing pro-

posed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Kerwin, Hoellen, O'Rourke, Wigoda—43.

*Nays*—None.

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### Transfer Authorized to Sewer Bond Fund Account 496-6875 of Certain Monies from City's Share of M.F.T. Funds for Construction, Etc. of Downtown (Loop) Sewer System (Contract No. 1-D).

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

WHEREAS, Under the terms of the ordinance of April 17, 1968, page 2621 of the Council Journal as amended on June 19, 1968, page 3062 of the Council Journal which authorized the expenditure of $85,000.00 to be paid from that part of the Motor Fuel Tax Fund which thereafter might be allocated to the project by the City Council of the City of Chicago as part of the total estimated project cost of $340,000.00 for the planning and construction of auxiliary outlet sewers in the Downtown (Loop) System, Contract No. 1-D; and

WHEREAS, The MFT appropriation of $85,000.00 was approved by the Department of Public Works and Buildings of the State of Illinois by letter dated July 10, 1968; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The City Comptroller and the City Treasurer are directed to transfer to the Sewer Bond Fund Account 496-6875 the sum of $84,206.00 (non-final) from the City's share of the Motor Fuel Tax Fund to defray a portion of the construction cost of said Downtown (Loop) System, Contract No. 1-D.

SECTION 2. The City Clerk hereby is directed to transmit two certified copies of this ordinance to the Division of Highways of the Department of Public Works and Buildings of the State of Illinois, through the District Engineer for District No. 10 of said Division of Highways.

SECTION 3. This ordinance shall take effect and be in force from and after its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Kerwin, Hoellen, O'Rourke, Wigoda—43.

*Nays*—None.

### Transfer Authorized to Sewer Bond Fund Account 496-6875 of Certain Monies from City's Share of M.F.T. Funds for Construction, Etc. of Laflin Street Sewer System (Contract No. 2).

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

WHEREAS, Under the terms of the ordinance of May 8, 1968, page 2708 of the Council Journal which authorized the expenditure of $105,000.00 to be paid from that part of the Motor Fuel Tax Fund which thereafter might be allocated to the project by the City Council of the City of Chicago as part of the total estimated project cost of $700,000.00 for the planning and construction of auxiliary outlet sewers in the Laflin Street System, Contract No. 2; and

WHEREAS, The MFT appropriation of $105,000.00 was approved by the Department of Public Works and Buildings of the State of Illinois by letter dated May 22, 1968; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The City Comptroller and the City Treasurer are directed to transfer to the Sewer Bond Fund Account 496-6875 the sum of $71,761.00 (non-final) from the City's share of the Motor Fuel Tax Fund to defray a portion of the construction cost of said Laflin Street System, Contract No. 2.

SECTION 2. The City Clerk hereby is directed to transmit two certified copies of this ordinance to the Division of Highways of the Department of Public Works and Buildings of the State of Illinois, through the District Engineer for District No. 10 of said Division of Highways.

SECTION 3. This ordinance shall take effect and be in force from and after its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Kerwin, Hoellen, O'Rourke, Wigoda—43.

*Nays*—None.

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### Authority Granted for Laying Water Mains at Sundry Locations.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

*Ordered,* That the Commissioner of Water and Sewers is hereby authorized to lay water mains in the following streets:

N. Delphia Avenue (11′ EWL) from 15′ SNL W. Argyle Street to 19′ NNL W. Carmen Avenue

W. Argyle Street (15′ SNL) from 1′ EEL N. Delphia Avenue to 11′ EWL N. Delphia Avenue at an estimated cost of $10,400.00

and charge same to the Revolving Fund—Delphia Enterprises, Inc.—Dep. No. 46248

S. Green Street (28′ EWL) from 23′ SNL 75th Street to 10′ NNL 78th Street

S. Green Street (28′ EWL) from 263′ SSL 78th Street to 26′ SNL 79th Street, at an estimated cost of $79,382.94

and charge same to Account 290-8270-(7940).553—Replacement; and

*Be It Further Ordered,* That the Commissioner of Water and Sewers is hereby authorized to lay water mains in the following street:

W. Chicago Avenue, 24′ NSL from 203′ WEL to 553′ WEL N. Larrabee Street, at an estimated cost of $75,633.40

and charge same to Account 290-8270(7940).552—Feeder Mains.

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Kerwin, Hoellen, O'Rourke, Wigoda—43.

*Nays*—None.

### Week of November 9th to 15th Proclaimed as Farm Labor Week in Chicago.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed resolution transmitted therewith (referred to the committee on October 8, 1969):

WHEREAS, The farm workers of California's grape industry have been on strike for union recognition for four years, under the leadership of the United Farm Workers Organizing Committee, AFL-CIO, and its Director Cesar Chavez; and

WHEREAS, The farm workers in the table grape industry have not obtained basic rights long ago accorded to millions of American workers; and

WHEREAS, The struggle of farm workers for recognition has great significance for the whole country, including the reminder that poverty is our country's most important domestic problem; and

WHEREAS, The farm workers have had to resort to the economic pressure of the boycott in order to achieve their goal of human dignity; and

WHEREAS, The Mayor of the City of Chicago and members of the City Council have endorsed the efforts of the United Farm Workers and have publicly supported the boycott; and

WHEREAS, Cesar Chavez will be in Chicago during the week of November 9-15; now, therefore,

*Be It Resolved,* That the City Council of the City of Chicago hereby expresses its support for the efforts of the farm workers and endorses the economic boycott in Chicago; and

*Be It Further Resolved,* That the City Council of the City of Chicago recommends that the Mayor of the City of Chicago proclaim the week of November 9-15 as Farm Labor Week in the City of Chicago; and

*Be It Further Resolved,* That the City Council of the City of Chicago memorializes the Congress of the United States to provide that the farm workers be included in the provisions of the National Labor Relations Act so as to accord them basic rights long ago accorded to millions of American workers and to help eliminate poverty in our country.

On motion of Alderman Keane the foregoing proposed resolution was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Kerwin, Hoellen, O'Rourke, Wigoda—43.

*Nays*—None.

### Authority Granted for Payments for Hospital, Medical and Nursing Services Rendered Certain Injured Members of the Fire and Police Depts.

The Committee on Finance submitted a report recommending that the City Council pass a proposed order transmitted therewith, to authorize payments for hospital, medical and nursing services rendered certain injured members of the Fire and Police Departments.

On motion of Alderman Keane the said proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Kerwin, Hoellen, O'Rourke, Wigoda—43.

*Nays*—None.

**The following is said order as passed:**

*Ordered,* That the City Comptroller is authorized and directed to issue vouchers, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department herein named, provided such members of the Police Department shall enter into an agreement in writing with the City of Chicago to the effect that, should it appear that any of said members of the Police Department have received any sum of money from the party whose negligence caused such injury, or have instituted proceedings against such party for the recovery of damage on account of such injury or medical expense, then in that event the City shall be reimbursed by such members of the Police Department out of any sum that such member of the Police Department has received or may hereafter receive from such third party on account of such injury or medical expense, not to exceed the amount that the City may, or shall, have paid on account of such medical expense, in accordance with Opinion No. 1422 of the Corporation Counsel of said City, dated March 19, 1926. The payment of any of these bills shall not be construed as an approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of such claims, as allowed, is set opposite the names of the injured members of the Police Department, and vouchers are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937:

| | |
|---|---|
| Lamonte J. Boston, 063153, Bureau of Inspectional Services; injured June 19, 1969 | $1,056.45 |
| Daniel J. Boyle, 065918, District 19; injured June 21, 1969 | 10.00 |
| John G. Carioscia, 106331, District 11; injured February 8, 1969 | 50.00 |
| Thomas Dempsey, 183959, District 19; injured May 20, 1969 | 632.10 |
| Steven A. Mattes, 510880, District 20; injured November 29, 1968 | 25.00 |
| John A. McCutcheon, 522773, District 2; injured July 17, 1969 | 100.50 |
| Thomas E. Quinn, 669858, District 6; injured December 18, 1968 | 1,462.00 |
| Peter J. Rivera, 699241, Bureau of Inspectional Services; injured June 19, 1969 | 176.00 |
| James J. Shanahan, 739806, District 20; injured November 25, 1968 | 45.50 |
| James A. Sim, 751163, District 14; injured July 23, 1969 | 154.00 |
| Wilmont L. Wallace, 841294, Task Force; injured July 11, 1969 | 95.00 |
| Robert White, Jr., 861784, District 1; injured July 18, 1969 | 10.50 |
| Houston, Shelton, 744073, District 21, injured March 16, 1969 | 12.50; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to issue vouchers, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Fire and the Police Departments herein named. The payment of any of these bills shall not be construed as an approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of said claims is set opposite the names of the injured members of the Fire and the Police Departments, and vouchers are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937:

| | |
|---|---|
| Anthony J. Barry, 029914, District 7; injured August 9, 1969 | $ 15.00 |
| Frank H. Bauler, 033835, District 20; injured August 8, 1969 | 35.50 |
| John Blanchard, 053038, District 15; injured August 12, 1969 | 7.00 |
| Roman J. Bokowski, 058205, District 8; injured August 27, 1969 | 9.00 |
| Donald Bradel, 067252, District 3; injured August 7, 1969 | 12.50 |
| Richard E. Bylon, 095033, District 2; injured May 29, 1969 | 12.00 |
| Samuel S. Carducci, 105685, District 14; injured August 15, 1969 | 19.00 |
| Michael J. Carone, 108460, District 14; injured August 23, 1969 | 34.50 |
| John T. Cotter, 151110, District 11; injured July 31, 1969 | 12.00 |
| Raymond Crawford, 155226, District 3; injured August 6, 1969 | 31.50 |
| John J. Cross, 157527, District 3; injured August 9, 1969 | $ 24.50 |
| Thomas M. Dempsey, 183959, District 19; injured August 16, 1969 | 60.00 |
| James E. Dvorak, 214200, District 9; injured August 10, 1969 | 12.00 |
| Richard A. Fritz, 261670, District 14; injured August 23, 1969 | 35.00 |
| James W. Geoghegan, 276679, District 19; injured August 9, 1969 | 11.00 |
| John P. Gibbons, 287750, District 9; injured August 9, 1969 | 25.25 |
| Michael A. Gniady, 287194, District 2; injured July 19, 1969 | 15.00 |
| Sam A. Greco, 299631, District 15; injured August 1, 1969 | 12.50 |
| Otis B. Harris, 325013, District 2; injured January 12, 1969 | 25.25 |
| Wendell H. Hicks, 343781, District 2; injured August 1, 1969 | 10.00 |
| Charles Itzenthaler, 369587, District 14; injured August 15, 1969 | 10.00 |
| Larry Johnson, 385739, District 11, injured August 15, 1969 | 34.50 |
| David A. Jolley, 388240, Traffic Division; injured February 21, 1969 | 1,643.95 |
| Karl Kurth, 444662, District 14; injured August 23, 1969 | 6.00 |
| Joseph L. Lehman, 461150, District 15; injured August 8, 1969 | 16.00 |
| Vincent J. Leonardi, 464209, Youth Division; injured August 12, 1969 | 25.00 |
| Kenneth E. Nagorsen, 584695, District 16; injured August 18, 1969 | 71.00 |
| Thomas C. Neustrom, 592043, Task Force; injured July 25, 1969 | 12.00 |
| Gary M. Olson, 621189, District 6; injured August 15, 1969 | 15.00 |
| Walter J. Pankiewicz, 629441, Bureau of Inspectional Services; injured August 12, 1969 | 10.00 |
| Anthony F. Radun, 671255, Detective Division; injured July 27, 1969 | 35.00 |
| Peter J. Rippel, 689435, District 20; injured August 9, 1969 | 20.50 |
| Reginal Ross, 701281, District 3; injured August 18, 1969 | 37.50 |
| James A. Sim, 751163, District 14; injured August 23, 1969 | 10.00 |
| Leroy W. Simpson, 750766, District 15; injured August 5, 1969 | 11.00 |
| Raymond O. Smith, 761725, District 3, injured August 9, 1969 | 17.50 |
| John L. Staszak, 776192, Task Force; injured August 14, 1969 | 33.00 |
| Kenneth G. Thelen, 804733, District 21; injured July 18, 1969 | 25.00 |
| Wayne L. Thompson, 808634, Detective Division; injured August 10, 1969 | 18.85 |
| Russell P. Ade, 003266, Task Force; injured August 14, 1969 | 28.50 |
| Louis V. Amari, 010153, District 12; injured July 18, 1969 | 5.00 |
| Louis V. Amari, 010153, District 12; injured August 4, 1969 | 10.00 |
| Robert H. Baietto, 022103, District 14; injured August 24, 1969 | 12.00 |
| Sam L. Barsevich, 030590, Task Force; injured June 24, 1968 | 12.75 |

| | |
|---|---|
| James J. Batka, 033062, District 6; injured August 3, 1969 | $ 37.00 |
| Edward C. Beale, 035003, District 7; injured August 19, 1965 | 30.00 |
| Henry L. Bertucci, 045761, District 11; injured July 31, 1969 | 20.00 |
| Edward L. Brown, 078211, District 7; injured May 27, 1969 | 51.00 |
| William S. Busse, 093244, District 14; injured August 24, 1969 | 12.00 |
| Dennis P. Carolan, 108273, District 12; injured July 20, 1969 | 10.00 |
| Kenneth E. Chorvath, 122302, Task Force; injured May 5, 1969 | 13.00 |
| John J. Collins, 136398, District 11; injured June 10, 1969 | 20.00 |
| James N. Dahlberg, 166802, District 20; injured August 9, 1969 | 20.50 |
| John P. Delesandro, 167218, District 11; injured August 1, 1969 | 28.00 |
| Daniel Davis, 172487, District 21; injured August 7, 1969 | 12.00 |
| Robert T. DeSimone, 178676, Task Force; injured July 18, 1969 | 6.00 |
| Giachino Donatello, 196592, Traffic Division; injured May 4, 1969 | 15.00 |
| James L. Eme, 222615, District 12; injured July 15, 1969 | 6.00 |
| Steven R. Frederick, 259205, District 17; injured August 2, 1969 | 17.00 |
| Ludwig Friedrich, 260947, District 12; injured July 27, 1969 | 6.00 |
| John J. Gainer, 264857, Task Force; injured June 19, 1969 | 25.00 |
| Raymond Golnick, 290379, Detective Division; injured July 2, 1969 | 25.50 |
| Raymond Golnick, 290379, Detective Division; injured July 13, 1969 | 26.00 |
| Roy E. Gulbrandsen, 309394, Task Force; injured August 4, 1969 | 10.00 |
| George J. Palka, 627532, District 2; injured February 12, 1969 | 10.00 |
| Dennis Porter, 657282, District 10; injured February 24, 1969 | 44.00 |
| Richard J. Respondi, 682668, Task Force; injured July 5, 1969 | 16.00 |
| James Rider, 686366, District 2; injured July 5, 1969 | 10.00 |
| Dennis C. Ryan, 709286, Task Force; injured June 19, 1969 | 55.00 |
| Robert W. Sadler, 713519, District 14; injured August 24, 1969 | 25.00 |
| Earl T. Sanders, 716726, District 9; injured April 25, 1969 | 30.50 |
| George P. Schimmel, 725627, District 20; injured August 13, 1968 | 12.75 |
| Robert Sierzega, 748623, District 1; injured June 1, 1968 | 10.00 |
| John M. Staunton, 776434, Traffic Division; injured August 6, 1969 | 37.52 |
| Robert D. Suerth, 787445, District 20; injured August 7, 1969 | 22.00 |
| Casey J. Tristano, 818961, Youth Division; injured August 21, 1969 | 16.00 |
| Dennis F. Veneigh, 832039, District 12; injured July 18, 1969 | 5.00 |
| George N. Volkl, 835751, Traffic Division; injured September 30, 1968 | 10.00 |
| Monroe J. Vollick, 835852, District 12; injured July 7, 1969 | $ 6.00 |
| Dennis J. Walker, 839497, District 11; injured July 31, 1969 | 20.00 |
| Terrance L. Wojciak, 878098, District 7; injured July 1, 1969 | 15.00 |
| Frederick K. Hill, 345637, District 4; injured July 10, 1969 | 23.00 |
| Daniel Halazonitis, 313896, District 12; injured July 20, 1969 | 6.00 |
| James Hanssen, 320287, District 15; injured August 15, 1969 | 11.00 |
| Michael Harrington, 323259, District 7; injured June 5, 1969 | 46.00 |
| Willie J. Harrington, 323426, District 11; injured July 1, 1969 | 15.00 |
| James F. Harris, 324438, District 3; injured April 25, 1969 | 24.00 |
| Richard P. Heinrich, 336582, Youth Division; injured July 22, 1969 | 17.00 |
| Ronald B. Henkin, 338962, District 19; injured January 24, 1969 | 37.00 |
| Donald T. Houlihan, 357857, District 12; injured July 26, 1969 | 6.00 |
| Larry Johnson, 385739, District 11; injured May 29, 1969 | 17.50 |
| Terrence J. Johnson, 387073, District 2; injured July 19, 1969 | 35.00 |
| Eugene L. Kornacki, 432469, District 4; injured August 14, 1969 | 16.25 |
| William R. Lieber, 469062, District 6; injured July 23, 1969 | 15.40 |
| Harold F. Lucas, 480125, District 18; injured August 2, 1969 | 10.00 |
| Donald G. Macak, 486231, Task Force; injured July 8, 1969 | 18.00 |
| John A. Mangino, 497260, District 10; injured March 16, 1969 | 12.00 |
| George J. Marcin, 499997, Task Force; injured July 24, 1969 | 5.00 |
| Barry Mastin, 509958, District 5; injured August 18, 1969 | 12.50 |
| John W. Milhouse, 552667, District 12; injured July 20, 1969 | 11.00 |
| William D. Moss, 571297, District 4; injured August 14, 1969 | 17.25 |
| Simon E. O'Donnell, 610085, Traffic Division; injured August 2, 1969 | 10.00 |
| Dennis J. Oppedisano, 622247, District 11; injured July 26, 1969 | 37.50 |
| George A. Owens, 625082, District 13; injured August 16, 1969 | 7.00 |
| James J. Callahan, Firefighter, Hook and Ladder 8; injured April 15, 1969 | 34.00 |
| Kenneth Cleeton, Firefighter, Engine 28; injured May 16, 1969 | 28.00 |
| Carl Covert, Firefighter, Engine 99; injured April 21, 1969 | 38.00 |
| William D. Crawford, Firefighter, Engine 35; injured May 28, 1969 | 58.75 |
| Theodore F. Czerwionka, Captain, Engine 22; injured May 2, 1969 | 48.50 |
| Frank DeLaurenctis, Firefighter, Hook and Ladder 14; injured May 28, 1969 | 14.80 |
| Cosimo DiGiovanni, Firefighter, Snorkel 5; injured May 27, 1969 | 18.00 |
| Michael Donoghue, Firefighter, Hook and Ladder 47; injured April 22, 1969 | 21.00 |

| | |
|---|---|
| William F. Dorgan, Firefighter, Engine 123; injured April 27, 1969 | $ 13.00 |
| Patrick J. Durkin, Firefighter, Engine 95; injured May 2, 1969 | 30.00 |
| Thomas C. Durnell, Firefighter, Hook and Ladder 61; injured May 6, 1969 | 32.40 |
| Robert W. Dykstra, Firefighter, Engine 47; injured June 14, 1969 | 11.50 |
| Gilbert Fleischhacker, Lieutenant, Fire Prevention Bureau; injured May 16, 1969 | 15.00 |
| Joseph M. Foy, Firefighter, Engine 10; injured April 30, 1969 | 37.00 |
| Leo Gabinski, Engineer, Engine 35; injured June 15, 1969 | 70.00 |
| John R. Halabrin, Firefighter, Hook and Ladder 57; injured May 10, 1969 | 26.00 |
| Fred Hardt, Firefighter, Snorkel Squad No. 1; injured June 14, 1969 | 125.50 |
| Emmitt D. Hays, Captain, 1st Division Relieving; injured June 14, 1969 | 160.65 |
| James P. Healy, Firefighter, Snorkel Squad 1; injured June 14, 1969 | 66.00 |
| Lawrence M. Hilfinger, Firefighter, Repair Shops; injured May 15, 1969 | 60.00 |
| Raymond C. Hoff, Firefighter, Engine 45; injured May 6, 1969 | 12.00 |
| Richard Hopkins, Firefighter, Engine 95; injured April 22, 1969 | 31.00 |
| Joseph R. Horkavy, Firefighter, Hook and Ladder 7; injured May 21, 1969 | 277.50 |
| Jack Jakatz, Firefighter, Engine 88; injured April 27, 1969 | 29.00 |
| Orville Kadow, Captain, Hook and Ladder 19; injured April 26, 1969 | 1,407.02 |
| Thomas E. Kay, Jr., Firefighter, Hook and Ladder 35; injured May 2, 1969 | 40.00 |
| Lawrence W. Kunkes, Firefighter, Salvage Squad 4; injured April 30, 1969. | 37.50 |
| James E. Kehoe, 2nd Deputy, Chief Fire Marshal, Headquarters; injured July 17, 1969 | 1,050.90 |
| Joseph Leonard, Firefighter, Snorkel Squad 1; injured May 17, 1969 | 36.50 |
| Joseph Leonard, Firefighter, Snorkel Squad 1; injured June 14, 1969 | 66.00 |
| Russell Long, Jr., Firefighter, Engine 102; injured June 26, 1969 | 28.00 |
| James J. Bertucci, Firefighter, Hook and Ladder 47; injured March 9, 1969 | 21.00 |
| John E. Collins, Firefighter, Hook and Ladder 23; injured June 28, 1969 | 163.75 |
| Leroy K. Dean, 2nd Deputy, Headquarters; injured July 21, 1969 | 14.00 |
| Clarence Dicke, Lieutenant, Fire Prevention Bureau, injured May 13, 1969 | 27.50 |
| Ronald L. Drish, Firefighter, Squad 3; injured June 20, 1969 | 110.00 |
| Victor Duchene, Firefighter, Hook and Ladder 57; injured July 20, 1969 | 26.75 |
| David Edwards, Firefighter, Snorkel Squad 1; injured February 22, 1969 | 41.00 |
| William E. Green, Firefighter, Hook and Ladder 18; injured April 18, 1969 | 7.50 |
| William O. Hicks, Jr., Firefighter, Engine 63; injured June 6, 1969 | 30.00 |
| Thomas J. Keating, Lieutenant, Engine 38; injured September 29, 1968 | 165.00 |
| Francis Knight, Firefighter, Snorkel Squad 2; injured March 10, 1968 | $ 6.50 |
| James F. Lind, Firefighter, Hook and Ladder 30; injured April 28, 1968 | 13.00 |
| John F. McCarthy, Battalion Chief, 28 Battalion; injured March 12, 1969 | 26.90 |
| Thomas M. McNicholas, Lieutenant, Hook and Ladder 28; injured December 23, 1968 | 15.00 |
| Gregory Mieling, Firefighter, Squad 4; injured February 27, 1968 | 10.00 |
| Bernard H. Miller, Firefighter, Engine 51; injured March 16, 1969 | 12.50 |
| James F. Nolan, Firefighter, Engine 45; injured March 19, 1969 | 42.00 |
| William K. Nolan, Firefighter, Engine 113; injured January 10, 1969 | 41.85 |
| Eugene Owcarz, Firefighter, Engine 91; injured March 30, 1969 | 158.15 |
| Theodore Waliczek, Firefighter, Snorkel Squad 2; injured September 29, 1968 | 64.00 |
| Leo R. Warno, Firefighter, Salvage Squad 7; injured April 12, 1969 | 19.50 |
| Jed E. Weidell, Firefighter, Engine 35; injured May 28, 1969 | 152.70 |
| Howard W. Youngman, Firefighter, Engine 121; injured February 20, 1969 | 50.00. |

### Authority Granted for Payments of Miscellaneous Refunds, Compensation for Property Damage, Etc.

The Committee on Finance submitted a report recommending that the City Council pass a proposed order transmitted therewith, to authorize payment of miscellaneous claims.

On motion of Alderman Keane the said proposed order was *Passed*, by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Kerwin, Hoellen, O'Rourke, Wigoda—43.

*Nays*—None.

The following is said order as passed:

*Ordered,* That the City Comptroller is authorized and directed, in consideration of the respective reports to pay to the following-named persons the respective amounts set opposite their names, same being for personal injuries and to charge same to Account No. 100.9112.934:

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Dennis J. Kuczer, 5959 N. Kenmore Av. | 7-1-69—W. Randolph St. and N. Canal St. | $ 28.40 |
| Mrs. Clara Legan, 5955 W. Giddings Av. | 6-18-69—N. Lotus and N. Linder Aves. | 16.00 |
| Mrs. Posch, 1939 W. 71st St. | 7-22-69—7000 S. Damen Av. | 23.00 |
| Mrs. Ruby Taylor, 7727 S. Rhodes Av. | 7-1-69—129 N. LaSalle St. | 56.00 |

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Mrs. Marie Perra, 5948 W. Roscoe St. | 4-17-69 City Hall | $44.00; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named persons the respective amounts set opposite their names, same being in full settlement for personal injury and/or vehicle damage on the dates and locations indicated, and to charge same to Account No. 100.9112.934:

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Ethel M. Goodman, 5525 W. Irving Park Rd. | 7-24-68—Michigan Av. | $ 13.95 |
| Allstate Ins. and Robert Gourley, 9933 N. Lawler Av. Skokie, Ill. 60076 | 6-28-69—Wells St. Bridge | 50.64; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed, in consideration of the respective reports to pay to the following-named persons the respective amounts set opposite their names, same being for property damage, and to charge same to Account No. 100.9112.934:

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Cezary Radzilowsky, 5319 N. Paulina St. | 2-5-69—5319 N. Paulina St. | $180.00 |
| Dunston Detective Agency, 7343 S. Cottage Grove Av. | 8-12-69—7343 S. Cottage Grove Av. | 55.00; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed, in consideration of the respective reports to pay to the following-named persons the respective amounts set opposite their names, same being for property damage and to charge same to Account No. 100.9112.934:

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Mrs. Marguerite A. Hampton, 2800 W. Warren Blvd. | 2-16-67—2800 W. Warren Blvd. | $ 65.00 |
| Arthur Roberts, 3148 W. Walnut St. | 5- 68—3148 W. Walnut St. | 250.00 |
| Casimer F. Mrugacz, 2247 W. Belden Av. | 4-16-69—2247 W. Belden Av. | 25.00; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named person the amount set opposite his name, same being in full settlement for damage to vehicle on the date and location indicated, and to charge same to Account No. 100.9112.934:

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Francis Becker, 1547 W. Farwell Av. | August 1969—1547 W. Farwell Av. | $100.00; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed, in consideration of the respective reports to pay to the following-named persons the respective amounts set opposite their names, same being for damage to vehicles, and to charge same to Account No. 100.9112.934:

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| G. Brown, 3620 S. Rhodes Av. Apt. 2007 | 6-7-69—3219 W. Harrison St. | $154.97 |
| Willard Jones, 8301 S. Langley Av. | 4-13-69—8215 S. Cottage Grove Av. | 100.00 |
| Roosevelt Green, 3568 S. Dr. Martin Luther King Jr. Dr. | 7-19-69—691 E. 37th St. | 96.78 |
| Horace F. Perkins, 5466 S. Ellis Av. | 6-10-69—5400 S. Ellis Av. | 700.00; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed, in consideration of the respective reports to pay to the following-named persons the respective amounts set opposite their names, same being for vehicle damage and to charge same to Account No. 100.9112.934:

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Lorraine R. Greene, 2710 N. Mango Av. | 1-24-69—N. Central and W. Belden Aves. | $ 31.00 |
| James Dunbar, YMCA, Room 9021, 826 S. Wabash Av. | 6-23-69—Towed | 203.23 |
| United Parcel Service Inc., 1400 S. Jefferson St. | 12-30-68—6600 S. Dan Ryan Expy. | 37.00 |
| Bessie M. Luckey, 5118 W. Fulton St. | 8-6-69—W. Warren Blvd. and N. Western Av. | 197.52 |
| Tina Emmerich, 4156 N. Oakley Av. | 7-3-69—4208 N. Oakley Av. | 50.00 |
| Juan Vino, 743 N. Oakley Av. | 7-28-69—743 N. Oakley Av. | 107.81 |
| Thomas G. Horgan, 1123 W. 31st St. | 8-20-69—1123 W. 31st St. (rear) | 42.00 |
| Raymond Mostek, 615 Rochdale Circle, Lombard, Ill. 60148 | 8-28-69—3317 W. Lawrence Av. | 32.03; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed, in consideration of the respective reports to pay to the following-named persons the respective amounts set opposite their names, same being refund of fees paid for Public Vehicle Licenses as indicated, and to charge same to Account No. 100.9112.934:

| *Name and Address* | *License No.* | *Amount* |
|---|---|---|
| James L. Hazen, 3063 S. Broad St. | 233765 | $5.00 |
| Richard L. Livergood, 1732 W. Melrose St. | 230357 | 5.00; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named Company the amount set opposite their name, same being in full settlement for refund of Sign Inspection fees, at the location indicated and to charge same to Account No. 100.9112.-934;

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Beneficial Finance Co., 757 W. 79th St. | October 1968—757 W. 79th St. | $ 76.80; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed, in consideration of the respective reports to pay to the following-named persons the respective amounts set opposite their names, same being refund of fees paid for Tobacco and/or Peddler Licenses as indicated, and to charge same to Account No. 100.9112.934:

| *Name and Address* | *License No.* | *Amount* |
|---|---|---|
| Aldo J. Orlandi, 2529 N. Austin Av. | H-76301—Tobacco | $50.00 |
| Bruce C. Callahan, 7150 W. Addison St. | H-75208—Tobacco | 50.00 |
| Dan Kraman, 1624 W. Farwell Av. | 360—Peddler | 7.50; |

and

*Be It Further Ordered,* That the Commissioner of Water and Sewers is authorized and directed to pay to the following-named persons the respective amounts set opposite their names, same being in full settlement for vehicle and/or property damage on the dates and location indicated, and to charge same to Account No. 200.9112.935:

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Mrs. John Moul, 4639 W. Erie St. | 8-22-69—N. Kenton Av. and W. Huron St. | $ 40.00 |
| William Miskill, 7154 S. Millard Av. | Intersection of 60 W. 63rd St. | 48.00 |
| A. Blacconeri, 4343 W. Drummond Pl. | 8-22-69—3547 W. Washington Blvd. | 40.00; |

and

*Be It Further Ordered,* That the Commissioner of Water and Sewers is authorized and directed to pay to the following-named persons the respective amounts set opposite their names, same being in full settlement of water rebates on the dates and location indicated, and to charge same to Account No. 200.8220.935:

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Helen Norbert, 602 W. 47th Pl. | 10-15-68—602 W. 47th Pl. | $ 70.83 |
| Michael Lobianco, 2915 N. Austin Av. | 7-5-68—1865 N. Milwaukee Av. | 85.98 |
| C. Caffey, 4110 W. Grenshaw St. | 8-2-67—4110 W. Grenshaw St. | 39.65 |
| Charlotte Rybicki, 2734 E. 83rd St. | 6-13-67—2734-2740 E. 83rd St. | 112.35 |
| William Schiffler, 2029 W. Cermak Rd. | 11-26-68—2029 W. Cermak Rd. | 9.36 |
| Anthony Gullo, 3435 W. Armitage Av. | 3435 W. Armitage Av. | 134.43 |
| Roman Brygider, 2830 N. Lawndale Av. | 12-20-68—2830 N. Lawndale Av. | 21.68 |
| Mrs. Frank Taglieri, 1249 W. Flournoy St. | 1-28-69—1249 W. Flournoy St. | $ 65.18 |
| Mrs. Mary Venutti, 3201-3207 W. Harrison St. | 11-25-68—3201-3207 W. Harrison St. | 91.08 |
| Dr. Michael Samuchin, 2543 N. Milwaukee Av. | 9-20-67—2543 N. Milwaukee Av. | 134.31 |
| J. Vokaty, 2441 S. Hamlin Av. | 4-1-69—2441 S. Hamlin Av. | .97; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed, in consideration of the respective reports to pay to the following-named persons the respective amounts set opposite their names, same being refund of fees paid for Vehicle Licenses as indicated, and to charge same to Account No. 300.9112.990:

| *Name and Address* | *License No.* | *Amount* |
|---|---|---|
| Walter L. Prather, 6126 S. Morgan St. | U-310919 | $30.00 |
| Soul Reviving M.B. Church, 7 E. 24th St. | U-321472 | 30.00 |
| Michael A. Kantor, 1011 N. Ashland Av. | U-718106 | 15.00 |
| Estate of George Hunter, c/o Tony L. Hunter, 7947 S. Colfax Av. | X-27355 | 15.00. |

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### REPORT AS TO STATUS OF PENDING PROPOSED ORDINANCE UNDER COUNCIL RULE 43.

Alderman Keane, Chairman of the Committee on Finance, submitted the following report as to status of pending proposed ordinance:

October 29, 1969.

*To the President and Members of the City Council:*

In response to a request of the Alderman of the Fifth Ward for a report under Rule 43 of the Rules of Order of the City Council on a proposed ordinance referred to the Committee on Finance concerning an amendment of Chapter 22-16 of the Municipal Code to delete certain provisions of said chapter, I report that said ordinance was referred to the Subcommittee on Personnel and Pensions for consideration. The Subcommittee Chairman reports that a study has not yet been completed and a hearing will be held upon completion of such study.

Respectfully submitted,

(Signed) THOMAS E. KEANE,
*Chairman.*

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### *Action Deferred*—ON PROPOSED ORDINANCE AUTHORIZING TRANSFER OF CITY-OWNED VACANT PROPERTY FROM DEPT. OF STREETS AND SANITATION TO BUREAU OF SEWERS FOR CONSTRUCTION OF NEW DISTRICT YARD.

The Committee on Finance submitted the following report, which was, at the request of two aldermen present (Alderman Despres and Alderman Simon) *Deferred* and ordered published:

CHICAGO, October 29, 1969.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred a communication dated April 1, 1969 from the City Comptroller transmitting an ordinance to authorize transfer of City-owned property (vacant) from the Department of Streets and Sanitation to the Bureau of Sewers, located at 91st Street and S. Holland Road, and along the Chicago, Rock Island and Pacific Railroad Tracks, for the construction of a new District Yard, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by 43 members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS E. KEANE,
*Chairman.*

The following is the proposed ordinance transmitted with the foregoing committee report:

*Whereas,* The Department of Streets and Sanitation has no further use for the vacant property at 91st Street and S. Holland Road, formerly occupied by the City Asphalt Plant; and

*Whereas,* The Bureau of Sewers desires to use the site for the construction of a new District Yard; therefore,

Be It Ordained by the City Council of the City of Chicago:

*Section 1.* That the use of the City-owned property located at 91st Street and S. Holland Road and along the C.R.I. and P. RR. tracks is hereby transferred to the Bureau of Sewers.

*Section 2.* This ordinance shall be in effect from and after its passage.

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## *Action Deferred*—ON PROPOSED ORDINANCE AUTHORIZING ACQUISITION OF PROPERTY FOR IMPROVEMENT OF CERTAIN STREET INTERSECTIONS.

The Committee on Finance submitted the following report, which was, at the request of two aldermen present (Alderman Despres and Alderman Simon) *Deferred* and ordered published:

CHICAGO, October 29, 1969.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred a communication dated September 18, 1969 from the Department of Public Works transmitting an ordinance authorizing the acquisition of property for the improvement of the following street intersections:

E. 83rd St. and S. South Chicago Av.
W. 115th St. and S. Vincennes Av.,
S. Archer Av. and S. Komensky Av.,
W. 47th St. at S. Pulaski Rd.,
N. Western Av. and W. Peterson Av.,
S. California Av., W. Madison St. and W. Fifth Av.,
W. 31st St. and S. Pulaski Rd.,
W. Ontario St. and N. Orleans St.,
W. Grand Av. at N. Laramie Av.,
S. Archer Av. at S. Western Av.,
W. Grand Av. at N. Western Av.,
S. Kostner Av. at W. Flournoy St.,
N. Kimball Av. at W. Foster Av.,
W. Harrison St. at S. Ashland Av.,

having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by 43 members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS E. KEANE,
*Chairman.*

The following is the proposed ordinance transmitted with the foregoing committee report:

*Whereas,* The City Council of the City of Chicago on July 8, 1969 passed ordinances, Journal of the Proceedings of the City Council of said date, pages 5762 and 5763 for Project 550, pages 5766 and 5767 for Project 610 and page 5768 for Project 630 providing for the expenditures of $30,000.00, $200,000.00 and $100,000.00 respectively out of the City's share of the Motor Fuel Tax Fund for the channelization and widening improvements of a number of street intersections; and

*Whereas,* Said ordinances authorized the Commissioner of Public Works to handle all matters relating to the acquisition of right of way for the improvements; and

*Whereas,* The following listed street intersection channelizations and widenings are included as part of the improvements referred to hereinabove:

E. 83rd Street and S. South Chicago Avenue,
W. 115th Street and S. Vincennes Avenue,
S. Archer Avenue and S. Komensky Avenue,
W. 47th Street at S. Pulaski Road,
N. Western Avenue and W. Peterson Avenue,
S. California Avenue, W. Madison Street and W. Fifth Avenue,
W. 31st Street and S. Pulaski Road,
W. Ontario Street and N. Orleans Street,
W. Grand Avenue at N. Laramie Avenue,
S. Archer Avenue at S. Western Avenue,
W. Grand Avenue at N. Western Avenue,
S. Kostner Avenue at W. Flournoy Street,
N. Kimball Avenue at W. Foster Avenue,
W. Harrison Street at S. Ashland Avenue.

Now, Therefore, Be It Ordained by the City Council of the City of Chicago:

*Section 1.* That the Commissioner of Public Works is authorized to negotiate with the owner or owners for the purchase of the property required for the above mentioned improvements.

*Section 2.* It is desirable and necessary that the following-described property be acquired by the City of Chicago for the purposes set forth in this ordinance:

### LEGAL DESCRIPTION

*E. 83rd Street and S. South Chicago Avenue*

That part of Lot 1 in Block 3 of Lincoln Addition, being a resubdivision of that part of Whitford's Subdivision of Northwest quarter (N.W.¼), Southeast quarter (S.E.¼) and that part of Moore's Subdivision of North half (N.½), Northeast quarter (N.E.¼), Southwest quarter (S.W.¼), Southeast quarter (S.E.¼), lying Northeast of Lake Shore and Michigan

Southern Railroad, Section 36, Township 38 North, Range 14 East of the Third Principal Meridian described as follows:

Beginning at a point on the North line of said lot, 29.5 feet East of the Northwest corner of said lot, as measured along said North line; thence West along said North line a distance of 29.5 feet to the Northwest corner thereof; thence Southeasterly along the Southwesterly line of said lot a distance of 24.0 feet; thence Northeasterly along a straight line a distance of 22.0 feet to the point of beginning in Cook County, Illinois.

*W. 115th Street and S. Vincennes Avenue*

That part of Lot 24 in Block 89 in Washington Heights, being a resubdivision of Lots 1 and 2 in Block 13, all of Block 14, Lots 7 to 63 inclusive in Block 20, Lots 1, 2 and 3 in Block 21 and all of Blocks 24, 25, 28 and 29 all in Sections 18 and 19, also a Subdivision of the West half (W.½) of the Northwest quarter (N.W.¼) of Section 20 and that portion of the East half (E.½) of the Southwest quarter (S.W.¼) of Section 19, Township 37 North, Range 14 East of the Third Principal Meridian, East of Prospect Avenue described as follows:

Beginning at a point on the South line of said Lot a distance of 23.0 feet East of the Southwest corner thereof; thence West along the South line of said lot a distance of 23.0 feet to the Southwest corner thereof; thence Northeasterly along the Westerly line of said lot a distance of 20.0 feet; thence Southeasterly in a straight line a distance of 23.5 feet to the point of beginning in Cook County, Illinois.

*S. Archer Avenue and S. Komensky Avenue*

That part of Lots 5 to 8 inclusive in Block 15 lying Southerly of a straight line drawn from a point on the East line of said Lot 5, 8.0 feet North of the Southeast corner thereof and running Southwesterly across said Lots 5 to 8 to the Southwesterly corner of said Lot 8, in William A. Bond and Company's Archer Home Addition, being a resubdivision of Blocks 1 to 16 inclusive in William A. Bond's Subdivision of the East half (E.½) of the Northeast quarter (N.E.¼) of Section 10, Township 38 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.

*W. 47th Street at S. Pulaski Road*

That part of Lots 56 to 65 inclusive lying South of a line drawn from the Southeast corner of said Lot 56 to a point on the West line of Lot 61, said point being 8.0 feet North of the South line of said lot; thence West parallel to the South lines of said Lots 62 to 65 inclusive to a point 5.0 feet East of the West line of said Lot 65; thence Northeasterly to a point 13.0 feet North of the Southwest corner of said Lot 65 in Berman and Wassel's Subdivision of Block 7 in (J. F. Gillett's) Subdivision of West half (W.½) of Southwest quarter (S.W.¼) of Section 2, Township 38 North, Range 13 East of the Third Principal Meridian and also that part of Lots 199 to 202 inclusive lying South of a line drawn from the Southwest corner of said Lot 199 to a point in Lot 201, said point being 10.74 feet East of the West line of said lot, and 8.0 feet North of the South line of said Lot 201; thence East parallel with the South line of Lot 201 and 202 to a point in Lot 202, said point being 10.0 feet West of the East line of said Lot 202; thence Northeasterly in a straight line to a point in the East line of said Lot 202, said point being 18.0 feet North of the Southeast corner of said Lot 202 in Frederick H. Bartlett's 47th Street Subdivision of Lot C in Circuit Court Partition in Section 3, Township 38 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.

*N. Western Avenue and W. Peterson Avenue*

That part of the Southwest quarter (S.W.¼) of Section 6, Township 40 North, Range 14 East of the Third Principal Meridian described as follows:

Beginning at a point 39 feet East of the West line of said Section and 33 feet South of the North line of said Southwest quarter (S.W.¼) of said Section; thence South along a line 39 feet East of and parallel with the West line of said Section a distance of 400 feet; thence Northeasterly in a straight line to a point on a line 50 feet East of and parallel with the West line of said Section, said point being 233 feet South of the North line of said Southwest quarter (S.W.¼); thence North along aforesaid parallel line a distance of 200 feet; thence West a distance of 11 feet to the point of beginning in Cook County, Illinois.

*S. California Avenue, W. Madison Street and W. Fifth Avenue*

Lots 1 to 5 inclusive in Gross and Counselman's Resubdivision of Lots 1, 2, 3, 4 and 5 except the North 7 feet thereof in Subdivision of Block 1, D. S. Lee's Subdivision of that part lying North of Barry Point Road of the East half (E.½), Northwest quarter (N.W.¼) of Section 13, Township 39 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.

*W. 31st Street and S. Pulaski Road*

Parcel No. 1:

That part of Lots 1, 2 and 3, taken as a tract, in Block 1 of Horace R. Hughes' Subdivision of the East half (E.½), Northeast quarter (N.E.¼), Northeast quarter (N.E.¼) of Section 34, Township 39 North, Range 13 East of the Third Principal Meridian described as follows:

Beginning at the Northeast corner of Lot 1; thence South along the East line of Lot 1 a distance of 72 feet; thence Northwesterly along a curve convex to the Northeast and having a radius of 72 feet to a point on the North line of Lot 3, said point being 72 feet West of the Northeast corner of said Lot 1; thence East along the North lines of Lots 3, 2 and 1 a distance of 72 feet to the point of beginning in Cook County, Illinois.

Parcel No. 2:

That part of Lots 1, 2 and 3 in Crawford Avenue Subdivision of the West 365 feet North of the Chicago Madison and Northern Railroad of the West half (W.½) of the Northwest quarter (N.W.¼) of Section 35, Township 39 North, Range 13 East of the Third Principal Meridian and the Dedication of a Tract of Land 33 feet in width on the North of said West half (W.½) of the Northwest quarter (N.W.¼) of Section 35, Township 39 North, Range 13 East of the Third Principal Meridian described as follows:

Beginning at the Northwest corner of said Lot 1; thence South along the West lines of said Lots 1, 2 and 3 a distance of 72 feet; thence Northeasterly along a curve convex to the Northwest and having a radius of 72 feet to a point on the North line of said Lot 1, said point being 72 feet East of the Northwest corner thereof; thence West along the North line of said Lot 1 a distance of 72 feet to the point of beginning in Cook County, Illinois.

*W. Ontario Street and N. Orleans Street*

That part of Lots 11, 12 and 13 in Block 9 of Butler Wright and Webster's Addition to Chicago in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian described as follows:

Beginning at the Northwest corner of said Lot 13; thence East along the North lines of said Lots 11, 12 and 13 a distance of 70 feet; thence Southwesterly in a straight line to a point on the West line of said Lot 13, a distance of 10 feet South of the Northwest corner of said Lot 13, thence North along the West line of said Lot 13 a distance of 10 feet to the point of beginning in Cook County, Illinois.

*W. Grand Avenue at N. Laramie Avenue*

That part of Lots 23 and 24 in Block 5 of Moran's Subdivision of part of Lots 4 and 7 in County Clerk's Division of the East three-quarters (E.¾) of Section 33, Township 40 North, Range 13 East of the Third Principal Meridian described as follows:

Beginning at the Southwest corner of said Lot 24; thence Easterly along the South lines of said Lots 24 and 23 a distance of thirty-two feet (32 ft.); thence Northwesterly in a straight line to a point on the West line of said Lot 24, said point being 7 feet North of the Southwest corner of said Lot 24; thence South along the West line of said Lot 24 a distance of 7 feet to the point of beginning, in Cook County, Illinois.

*S. Archer Avenue at S. Western Avenue*

That part of Lot 1 in the Division of Block 1 of Baker's Subdivision of Lots 65 to 72 and 75 to 80 of the Town of Brighton in the Southeast quarter (S.E.¼) of Section 36, Township 39 North, Range 13 East of the Third Principal Meridian described as follows:

Beginning at the Northeasterly corner of said lot; thence South along the East line of said lot a distance of 15.0 feet; thence West a distance of 5.0 feet to an intersection with a line 8.0 feet Southerly of and parallel with the Northwesterly line of said lot; thence Southwesterly along said parallel line to a point which is 80.0 feet Southwesterly of the Northwest corner of said lot, as measured along the Northwesterly line of said lot; thence continuing Southwesterly in a straight line to a point on the Northwesterly line of said lot which is 170.0 feet Southwesterly of the Northeasterly corner of said lot, as measured along the Northwesterly line of said lot; thence Northeasterly along the Northwesterly line of said lot a distance of 170.0 feet to the point of beginning in Cook County, Illinois.

*W. Grand Avenue at N. Western Avenue*

That part of Lots 19 to 22 inclusive in Block 1 of Gage & McKey's Subdivision of Block 9 in Wright and Webster's Subdivision of the Northeast quarter (N.E.¼) of Section 12, Township 39 North, Range 13 East of the Third Principal Meridian lying North of a curve concave to the North and having a radius of 320.0 feet said curve starting at the intersection of the easterly line of said Lot 19 and the Northerly line of the land taken for street by ordinance passed November 22, 1877 and recorded in the Recorders Office of Cook County, Illinois as Document No. 847460; and ending at the Southwesterly corner of said Lot 22, in Cook County, Illinois.

*S. Kostner Avenue at W. Flournoy Street*

That part of Lots 38 to 42 inclusive in Block 1 of Subdivision of that part of the East Half (E.½) of the Southwest quarter (S.W.¼) of Section 15, Township 39 North, Range 13 East of the Third Principal Meridian lying North of Barry Point Road described as follows:

Beginning at the Southeast corner of said Lot 38; thence West along the South line of said Lot 38 a distance of 2.0 feet; thence North in a straight line to a point in the North line of Lot 42, 8.0 feet West of the Northeast corner thereof; thence East along the North line of said Lot 42 a distance of 8.0 feet to the Northeast corner thereof; thence South along the East lines of said Lots 42, 41, 40, 39 and 38 to the point of beginning in Cook County, Illinois.

*N. Kimball Avenue at W. Foster Avenue*

Parcel No. 1:

That part of Lot 28 in Block 12 of North Park Addition to Chicago, a Subdivision of parts of the Northeast quarter (N.E.¼) and Southeast quarter (S.E.¼) of Section 11, Township 40 North, Range 13 East of the Third Principal Meridian, described as follows:

Beginning at the Southeast corner of said lot, thence North along the East line of said lot a distance of 100 feet; thence Southwesterly in a straight line to a point in said lot, said point being 4 feet West of the East line of said lot, as measured perpendicularly, and 5 feet North of the South line of said lot, as measured perpendicularly; thence Southwesterly in a straight line to a point in the South line of said lot, said point being 20 feet West of the Southeast corner of said lot as measured along said South line; thence East along the South line of said lot a distance of 20 feet to the point of beginning, in Cook County, Illinois.

Parcel No. 2:

That part of Lot 10 in Block 1 of Johnson's Subdivision of West half (W.½) of Lot 6 and all of West half (W.½) of Lot 11 (except a triangular piece off the Southeast corner of said West half (W.½) of Lot 11 containing 678/1000 acres and bounded as follows: beginning at a point at the Southwest corner of said Lot 11, running thence on a line due East to center of Block 11, and thence due North 240 feet, and from that point Southwesterly to place of beginning) of Jackson's Subdivision of the Southeast quarter (S.E.¼) of Section 11, Township 40 North, Range 13 East of the Third Principal Meridian and the Southwest quarter (S.W.¼) of Section 12, Township 40 North, Range 13 East of the Third Principal Meridian described as follows:

Beginning at the Northwest corner of said Lot 10; thence South along the West line of said Lot 10 a distance of 100 feet; thence Northeasterly in a straight line to a point in said Lot 10, said point being 5 feet East of the West line of said lot as measured perpendicularly and 4 feet South of the North line of said lot as measured perpendicularly; thence Northeasterly in a straight line to a point on the North line of said lot, 20 feet East of the Northwest corner thereof, as measured along said North line; thence West along said North line a distance of 20 feet to the point of beginning, all in Cook County, Illinois.

*W. Harrison Street at S. Ashland Avenue*

Parcel No. 1:

That part of Lots 4, 5, 6 and 7 in Subdivision of South 98.5 feet of the East half (E.½) of Block

14 in Ashland Addition to Chicago, being the Southeast quarter (S.E.¼) of Northeast quarter (N.E.¼) and of a fraction in the Southwest corner of Northeast quarter (N.E.¼) of Northeast quarter (N.E.¼) of Section 18, Township 39 North, Range 14 East of the Third Principal Meridian described as follows:

Beginning at the Southeast corner of said Lot 5; thence North along the East line of said Lots 4 and 5 a distance of 28 feet; thence Southwesterly in a straight line to a point in said Lot 5, said point being 18 feet West of the East line of said Lot 5, as measured perpendicularly and 10 feet North of the South line of said Lot 5, as measured perpendicularly; thence Southwesterly in a straight line running across Lots 5, 6 and 7 to a point in the West line of said Lot 7, said point being 2 feet North of the Southwest corner of said Lot 7, as measured along the West line of said Lot 7; thence South along the West line of said Lot 7 a distance of 2 feet to the Southwest corner of said Lot 7; thence East along the South lines of said Lots 5, 6 and 7 to the point of beginning in Cook County, Illinois.

Parcel No. 2:

That part of Lot 1 in Block 1 of Sutton's Addition to Chicago in the Northeast quarter (N.E.¼) of the Southeast quarter (S.E.¼) of Section 18, Township 39 North, Range 14 East of the Third Principal Meridian described as follows:

Beginning at the Northeast corner of said Lot 1; thence South along the East line of said Lot 1 a distance of 10 feet; thence Northwesterly in a straight line to a point in the west line of said Lot 1, said point being 2 feet South of the Northwest corner of said Lot 1, as measured along the West line of said Lot 1; thence North along the West line of said Lot 1 a distance of 2 feet to the Northwest corner of said Lot 1; thence East along the North line of said Lot 1, a distance of 150 feet more or less to the point of beginning in Cook County, Illinois.

*Section 3.* In case the Commissioner of Public Works is able to agree with the owner or owners of said property upon the purchase price thereof, he is authorized to purchase said property subject to the approval of the City Council.

*Section 4.* In case of the inability of the Commissioner of Public Works to agree with the owner or owners of said property or any part thereof, upon the purchase price thereof, or in case the owner or owners or any of them are incapable of consenting to the sale thereof, or in case the names or residences of said owner or owners are unknown, or they are non-residents of the State of Illinois, the Commissioner of Public Works shall report such facts to the Corporation Counsel. Upon receipt of such report, the Corporation Counsel shall institute and prosecute condemnation proceedings in the name of and in behalf of the City of Chicago for the purpose of acquiring title to said property under the City's right of eminent domain, and said property is hereby declared to be useful, advantageous, desirable and necessary to the City of Chicago for the uses and purposes set forth above.

*Section 5.* The City Clerk is hereby directed to transmit two certified copies of this ordinance to the Division of Highways of the Department of Public Works and Buildings of the State of Illinois, Springfield, Illinois, through the Engineer of said Division of Highways.

*Section 6.* This ordinance shall take effect and be in full force from and after its passage.

### *Failed to Pass*—PROPOSED ORDINANCE AND PROPOSED ORDERS.

The Committee on Finance submitted reports recommending that the City Council *do not pass* a proposed ordinance and proposed orders transmitted therewith, which had been referred to the committee on the dates noted below, as follows:

(October 8, 1969) Proposed ordinance to authorize the cancellation of existing water rates assessed against the Jewish Community Center (property formerly owned by the Union Twist Drill Co.), No. 2959 W. Peterson Avenue;

(October 8, 1969) Proposed order to authorize the cancellation of water rates assessed against Beulah C. Ford, No. 3140 W. 15th Place, in the amount of $1,240.92;

(September 17, 1969) Proposed order to authorize the waiving of fees for installation and maintenance of four "No Parking At Any Time" signs assessed against the McCormick Theological Seminary, No. 800 W. Belden Avenue;

(September 17, 1969) Proposed order to authorize the waiving of fees for installation of two "No Parking" signs assessed against Temple Menorah, No. 2800 W. Sherwin Avenue;

(October 8, 1969) Proposed order to authorize the waiving of fees for installation and maintenance of two "No Parking—Loading Zone" signs at Christopher House, No. 2507 N. Greenview Avenue;

(September 17, 1969) Proposed order to authorize the cancellation of Warrant for Collection No. D-87220 in the amount of $20.00 for the maintenance of two "No Parking At Any Time" signs, assessed against the Second Church of Christ Scientist, No. 2700 N. Pine Grove Avenue;

(September 5, 1969) Proposed order to authorize the cancellation of Warrant for Collection No. G-173 in the amount of $195.52 for labor and repairs to fire hydrant on the northwest corner of S. California Avenue and W. 62nd Street, charged against Frank J. Brongiel, No. 6153 S. Rockwell Street.

Alderman Keane moved to *Concur* in the committee's recommendations. The several questions thereupon became: *Shall the proposed ordinance and proposed orders Pass, the recommendation of the committee to the contrary notwithstanding?;* and the several questions being put, said proposed ordinance and proposed orders *Failed to Pass,* by yeas and nays as follows: *Yeas*—None; *Nays*—43.

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### *Placed on File*—MISCELLANEOUS MATTERS.

The Committee on Finance submitted reports recommending that the City Council *Place on File* miscellaneous documents transmitted therewith. On motion of Alderman Keane the committee's recommendations were *Concurred In.*

The following is a summary of said documents:

A communication from the Department of Public Works dated October 6, 1969, transmitting Monthly Progress Report No. 268 for the month ended August 31, 1969, showing progress of construction on Sewer Bond Issue Projects;

A communication from the Municipal Tuberculosis Sanitarium dated October 7, 1969, transmitting the financial statement for the month of July, 1969;

A communication from S. David Levine, Certified Public Accountant, transmitting balance sheet of Veterans Poppy Day Association of Chicago as of July 31, 1969;

A communication from the Department of Law dated October 1, 1969, transmitting settlements of judgments entered by the courts.

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### *Disallowed*—SUNDRY CLAIMS FOR PAYMENTS OF DAMAGES, REFUNDS, ETC. *(Adverse Recommendations by Committee).*

The Committee on Finance submitted a report recommending that the City Council *Disallow* certain miscellaneous claims. On motion of Alderman Keane the committee's recommendations were *Concurred In.*

The following is a summary of said claims, which were referred to the committee on the respective dates noted in parentheses:

*Compensation for Property Damage:*

(August 13, 1968) Dr. Joseph N. Bux;
(May 14, 1969) Mr. Fred E. Nielsen;
(February, 1967) Dr. Silas Wallk;
(May 29, 1969) Mrs. May Robertson;
(April 25, 1969) Emiliano F. Padilla;
(May, 1969) John Chatham;
(July 18, 1969) Tri-Par Radio & Appliance Co., Inc.;
(June, 1969) Consolidated Restaurant Services;
(August 4, 1969) J. W. Rubin;
(August, 1969) Mr. Kohut;
(August, 1969) Lorraine Kobus;
(May 20, 1969) Bonnie Stewart;
(July 1, 1969) James A. Payonk;
(August 12, 1969) Arthur Alberts.

*Compensation for Damage to Vehicles:*

(September 13, 1968) Walter Koza;
(July 9, 1968) Ruth Dixon;
(February 13, 1969) Jake Taylor;
(June 27, 1969) David Frawley;
(June 27, 1969) Eleanor Frawley;
(July 17, 1969) Louis Mancini;
(May 15, 1969) Motors Ins. Corp. and Hubert Lee Johnson;
(June 26, 1969) Harry Davis;
(August, 1969) Peter H. Schwarzkopf;
(July 18, 1969) Richard Cain;
(July 2, 1969) Gloria Miller;
(August 13, 1969) Cordell McIntosh;
(May 12, 1968) Firemens Fund Ins. Co. and Robert McMillan;
(August 24, 1969) Richard Pusz;
(August 28, 1969) Thomas Walsh.

*Various License Refunds:*

(March 25, 1969) Jose A. Roman;
(March 12, 1969) Leona O'Neill;
(November 22, 1968) Bobbie Lee Rogers;
(May 14, 1969) Steven Scott Fillipp;
(February 11, 1969) Arthur F. Tarchalla, Estate of Frank;
(May 21, 1969) Jimmy Myrick;
(January 2, 1969) Darlene C. Goelkel;
(August 20, 1968) Willie L. Ford;
(May 16, 1969) Family Prescription Drugs Inc.;
(August, 1969) Daniel J. Moody;
(July 31, 1969) Vera Filevski;
(January 7, 1969) Ida Fisher;
(January 17, 1968) Rev. S. L. Barrett;
(August, 1969) Cleveland Wrecking Co.;
(August 25, 1969) James A. White;
(July 15, 1969) David D. George.

*Compensation for Personal Injuries:*

(August 5, 1969) Mrs. Wendell Norling;
(August 5, 1969) Henry O. Robinson;
(August 16, 1969) Rose Messar;
(August 17, 1969) Mrs. Mary Evans;
(August 29, 1969) Walter Malawski.

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## COMMITTEE ON BUILDINGS AND ZONING.

### *Action Deferred*—ON PROPOSED ORDINANCE FOR EXTENSION OF TIME LIMITATION FOR PERIOD OF VALIDITY OF VIOLATIONS CONCERNING SPECIAL USES.

The Committee on Buildings and Zoning submitted the following report, which was, on motion of Alderman Metcalfe, *Deferred* and ordered published:

CHICAGO, October 10, 1969.

*To the President and Members of the City Council:*

Your Committee on Buildings and Zoning, having had under consideration a proposed ordinance (referred on July 8, 1969) to amend Section 11.10-5 of the Chicago Zoning Ordinance by extending the time limitation for the period of validity of violations in the nature of special uses, begs leave to recommend that Your Honorable Body pass the said proposed ordinance, as amended, which is transmitted herewith.

This recommendation was concurred in by 8 members of the committee, with no dissenting vote.

**Respectfully submitted,**

(Signed) RALPH H. METCALFE,
*Chairman.*

The following is the proposed ordinance transmitted with the foregoing committee report:

Be It Ordained by the City Council of the City of Chicago:

*Section 1.* Section 11.10-5 of Chapter 194A of the Municipal Code of Chicago, the Chicago Zoning Ordinance, hereby is amended by deleting therefrom certain language, as contained in brackets below, and by adding certain language, in Italic below, as follows:

11.10-5 The Commissioner of Development and Planning may recommend and the Board of Zoning Appeals may provide such conditions or restrictions upon the construction, location and operation of a special use, including but not limited to provisions of off-street parking and loading, as shall be deemed necessary to secure the general objectives of this comprehensive amendment and to reduce injury to the value of property in the neighborhood.

An order of the Board of Appeals granting a variation in the nature of a special use shall be valid for a period not longer than twelve months from the date of such order unless a building permit is obtained or the use is commenced within such period. The Board may, at its discretion and upon adequate showing of cause, extend the period of validity of a variation in the nature of a special use for a period not to exceed [six (6)] *twelve (12)* months.

A change or increase in the area, bulk or function of any existing special use, or from those conditions specified by the Zoning Board of Appeals at the time of approval, shall constitute and be considered the same as a new and distinct special use, and as such shall be subject to the procedures for application, hearing, review and approval by the Zoning Board of Appeals as provided for in this section.

If a special use is discontinued for a period of six months or longer, such special use shall become null and void; and any subsequent reinstatement of the special use shall require a new special use permit.

*Section 2.* This ordinance shall be in force and effect from and after its passage and due publication.

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### *Action Deferred*—ON PROPOSED ORDINANCES FOR AMENDMENT OF CHICAGO ZONING ORDINANCE TO RECLASSIFY PARTICULAR AREAS.

The Committee on Buildings and Zoning submitted the following report, which was, on motion of Alderman Metcalfe, *Deferred* and ordered published:

CHICAGO, October 10, 1969.

***To the President and Members of the City Council:***

Your Committee on Buildings and Zoning begs leave to recommend that Your Honorable Body pass the proposed ordinances transmitted herewith (referred to Your Committee on May 14, July 8, July 15, September 5 and September 17, 1969) to amend the Chicago Zoning Ordinance for the purpose of reclassifying particular areas, as follows:

To classify as a C1-2 Restricted Commercial District instead of a B4-2 Restricted Service District the area bounded by

the alley next north of and parallel to W. Madison Street; N. Mason Avenue; W. Madison Street; and N. Austin Boulevard (Map No. 1-M);

To classify as a Residential Planned Development instead of an R4 General Residence District the area bounded by

N. Clybourn Avenue; a line from a point 223.31 feet southeast of N. Ogden Avenue along the southwest line of N. Clybourn Avenue, to a point 117.12 feet southwest of N. Clybourn Avenue and 251.57 feet north of W. Evergreen Avenue; and a line from a point 117.12 feet southwest of N. Clybourn Avenue and 251.57 feet north of W. Evergreen Avenue, to a point 105.92 feet southeast of N. Ogden Avenue along the southwest line of N. Clybourn Avenue (Map No. 3-F);

To classify as an R4 General Residence District instead of a Residential Planned Development the area bounded by

the south line of W. Schiller Street, or the line thereof if extended where no street exists; a line from a point 169.62 feet southeast of N. Ogden Avenue along the south line of W. Schiller Street, or the line thereof if extended where no street exists to a point 117.12 feet southwest of N. Clybourn Avenue and 251.57 feet north of W. Evergreen Avenue; a line from a point 117.12 feet southwest of N. Clybourn Avenue and 251.57 feet north of W. Evergreen Avenue to a point 370 feet east of N. Ogden Avenue along the north line of W. Evergreen Avenue; W. Evergreen Avenue; and a line 142.52 feet southeast of N. Ogden Avenue (Map No. 3-F);

To classify as a Residential Planned Development instead of a Planned Development and an R5 General Residence District the area bounded by

a line 132 feet north of W. Nelson Street, or the line thereof if extended where no street exists; the center line of N. Dayton Street, or the line thereof if extended where no street exists; W. Wellington Avenue; N. Mildred Avenue; W. Oakdale Avenue; a line 103 feet west of N. Mildred Avenue; the alley next south of and parallel to W. Wellington Avenue; the east line of the right of way of the Chicago Transit Authority; a line 319.9 feet north of W. Wellington Avenue; N. Wilton Avenue; W. Nelson Street, or the line thereof if extended where no street exists; and a line 281 feet west of the center line of N. Dayton Street, or the line thereof if extended where no street exists (Map No. 7-G);

To classify as an M1-2 Restricted Manufacturing District instead of an R3 General Residence District the area bounded by

the northwest line of the right of way of the Alton Railroad; S. Damen Avenue; and W. 34th Street (Map No. 8-H);

To classify as an R3 General Residence District instead of an M1-1 Restricted Manufacturing District the area bounded by

a line 150 feet south of W. 53rd Street; S. Kilbourn Avenue; the alley next south of and parallel to W. 53rd Street; and the alley next west of and parallel to S. Kilbourn Avenue (Map No. 12-K);

To classify as a B4-1 Restricted Service District instead of an R3 General Residence District the area bounded by

W. Ainslie Street; N. Central Avenue; W. Gunnison Street; and the alley next west of and parallel to N. Central Avenue (Map No. 13-M);

To classify as a B4-2 Restricted Service District instead of an R1 Single Family Residence District the area bounded by

the alley next north of and parallel to W. Pratt Avenue; a line 122 feet east of N. Western Avenue; W. Pratt Avenue; and a line 108 feet east of N. Western Avenue (Map No. 17-H);

To classify as a C2-2 General Commercial District instead of an R3 General Residence District and a B4-2 Restricted Service District the area bounded by

E. 75th Street; S. Harper Avenue; E. 75th Place; and a line 38 feet west of S. Harper Avenue (Map No. 18-D);

To classify as a C1-1 Restricted Commercial District instead of an R3 General Residence District the area bounded by

a line 163 feet north of W. 111th Street; S. State Street; a line 132 feet north of W. 111th Street; and the alley next west of and parallel to S. State Street (Map No. 26-F);

To classify as a Residential Planned Development instead of an R1 Single Family Residence District the area bounded by

W. 112th Place; a line 290 feet east of S.

Western Avenue; a line 100 feet south of W. 112th Place; S. Oakley Avenue; W. 113th Place; and S. Western Avenue (Map No. 28-H);

To classify as a B4-2 Restricted Service District instead of an R2 Single Family Residence District and a B4-1 Restricted Service District the area bounded by

W. 111th Street; S. Kedzie Avenue; a line 150 feet south of W. 111th Street; and S. Sawyer Avenue (Map No. 28-J).

Further, Your Committee, to which was referred (on September 5, 1969) a proposed ordinance to amend the Chicago Zoning Ordinance to classify as a B5-2 General Service District instead of an R3 General Residence District the area bounded by a line 70 feet north of the north line of the right of way of the C.T.A.; the alley next east of and parallel to N. Paulina Street; the north line of the right of way of the C.T.A.; and N. Paulina Street (Map No. 9-H), begs leave to inform Your Honorable Body that Your Committee has *amended* said proposed ordinance by striking out the classification "B5-2 General Service District" and inserting in lieu thereof "B2-2 Restricted Retail District"; and begs leave to recommend that Your Honorable Body pass the said proposed ordinance, *as so amended.*

Further, Your Committee, to which was referred (on September 5, 1969) a proposed ordinance to amend the Chicago Zoning Ordinance to classify as a B4-1 Restricted Service District instead of an R3 General Residence District the area bounded by the alley next north of and parallel to E. 95th Street; the alley next east of and parallel to S. St. Lawrence Avenue, or the line thereof if extended where no alley exists; E. 95th Street; and S. St. Lawrence Avenue (Map No. 22-E), begs leave to inform Your Honorable Body that Your Committee has *amended* said proposed ordinance by striking out the boundary designation "the alley next east of and parallel to S. St. Lawrence Avenue, or the line thereof if extended where no alley exists" and inserting in lieu thereof "a line 50 feet east of S. St. Lawrence Avenue"; and begs leave to recommend that Your Honorable Body pass the said proposed ordinance, *as so amended.*

These recommendations were concurred in by 8 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) RALPH H. METCALFE,
*Chairman.*

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### *Action Deferred*—ON PROPOSED ORDINANCES FOR AMENDMENT OF CHICAGO ZONING ORDINANCE TO RECLASSIFY PARTICULAR AREAS *(Adverse Committee Recommendations).*

The Committee on Buildings and Zoning submitted the following report, which was, on motion of Alderman Metcalfe, *Deferred* and ordered published:

CHICAGO, October 10, 1969.

*To the President and Members of the City Council:*

Your Committee on Buildings and Zoning begs leave to recommend that Your Honorable Body *DO NOT PASS* the proposed ordinances transmitted herewith (referred to Your Committee on May 16, June 17, October 14 and December 19, 1966, June 2, June 23 and September 28, 1967, January 30, March 6, June 26 and August 13, 1968, January 31, March 14, May 14, July 29 and September 5, 1969) to amend the Chicago Zoning Ordinance for the purpose of reclassifying particular areas, as follows:

To classify as a B4-5 Restricted Service District instead of an R6 General Residence District the area bounded by

a line 238.26 feet south of W. North Avenue; N. LaSalle Street; a line 350 feet south of W. North Avenue; and the alley next west of and parallel to N. LaSalle Street (Map No. 3-F);

To classify as an M2-4 General Manufacturing District instead of an R5 General Residence District the area bounded by

a line 2 feet north of the north line of E. 26th Street, or the line thereof if extended where no street exists; the west line of the right of way of the Illinois Central Railroad; a line 97 feet south of the north line of E. 26th Street, or the line thereof if extended where no street exists; the center line of the alley, or a line if extended where no alley exists, next east of and parallel to S. Iglehart Court; a line 203.25 feet south of the north line of E. 26th Street, or the line thereof if extended where no street exists; and S. Iglehart Court (Map No. 6-E);

To classify as a C1-2 Restricted Commercial District instead of a B4-2 Restricted Service District the area bounded by

a line 93.6 feet north of W. George Street; N. Sheffield Avenue; W. George Street; and the alley next west of and parallel to N. Sheffield Avenue (Map No. 7-G);

To classify as an M1-2 Restricted Manufacturing District instead of an R4 General Residence District the area bounded by

W. 37th Street; S. Halsted Street; a line 130 feet south of W. 37th Street; and the alley next west of and parallel to S. Halsted Street (Map No. 8-G);

To classify as an R4 General Residence District instead of an M1-2 Restricted Manufacturing District the area bounded by

W. 35th Street; a line 75 feet west of S. Bell Avenue; the alley next south of and parallel to W. 35th Street; and S. Oakley Avenue (Map No. 8-H);

To classify as a B4-4 Restricted Service District instead of an R7 General Residence District the area bounded by

a line 145 feet north of W. Belmont Avenue; a line 119 feet east of N. Broadway; W. Belmont Avenue; and a line 69 feet east of N. Broadway (Map No. 9-F);

To classify as a B4-1 Restricted Service District instead of a B2-1 Restricted Retail District the area bounded by

a line 144 feet north of W. Addison Street; the alley next east of and parallel to N. Narragansett Avenue; W. Addison Street; and N. Narragansett Avenue (Map No. 9-M);

To classify as an R4 General Residence District instead of an R2 Single Family Residence District the area bounded by

W. Addison Street; N. Melvina Avenue; the alley next south of and parallel to W. Addison Street; and N. Mobile Avenue (Map No. 9-M);

To classify as an R4 General Residence District instead of an R2 Single Family Residence District the area bounded by

W. Eddy Street; the alley next east of and parallel to N. Narragansett Avenue; a line 64 feet 6⅜ inches south of W. Eddy Street; and N. Narragansett Avenue (Map No. 9-M);

To classify as a B4-2 Restricted Service District instead of an M1-2 Restricted Manufacturing District the area bounded by

a line 80 feet north of W. Irving Park Road; N. Hermitage Avenue; W. Irving Park Road; and the alley next west of and parallel to N. Hermitage Avenue (Map No. 11-H);

To classify as a C2-2 General Commercial District instead of a B4-2 Restricted Service District the area bounded by

W. Wilson Avenue; N. Kedzie Avenue; a line 262 feet south of W. Wilson Avenue; and the alley next west of and parallel to N. Kedzie Avenue (Map No. 11-J);

To classify as a B2-1 Restricted Retail District instead of a B1-1 Local Retail District the area bounded by

the alley next north of and parallel to W. Montrose Avenue; N. Melvina Avenue; W. Montrose Avenue; and a line 134 feet west of N. Melvina Avenue (Map No. 11-M);

To classify as an R4 General Residence District instead of a C1-2 Restricted Commercial District the area bounded by

S. Archer Avenue; a line 225 feet northeast of S. Ridgeway Avenue; the alley next southeast of S. Archer Avenue; and a line 75 feet northeast of S. Ridgeway Avenue (Map No. 12-J);

To classify as a B4-1 Restricted Service District instead of an R3 General Residence District the area bounded by

W. 47th Street; S. Avers Avenue; the alley next south of and parallel to W. 47th Street; and S. Springfield Avenue (Map No. 12-J);

To classify as a C1-1 Restricted Commercial District instead of a B4-1 Restricted Service District the area bounded by

W. 47th Street; S. Cicero Avenue; W. 48th Street; and the alley next west of and parallel to S. Cicero Avenue, or the line thereof if extended where no alley exists (Map No. 12-L);

To classify as a B4-2 Restricted Service District instead of a B4-1 Restricted Service District the area bounded by

the alley next north of and parallel to S. Archer Avenue; S. Mayfield Avenue; S. Archer Avenue; and S. Mason Avenue (Map No. 12-M);

To classify as an R4 General Residence District instead of a B4-1 Restricted Service District the area bounded by

the corporate limits of the City of Chicago; S. Sayre Avenue; the north line of W. 51st Place, or the line thereof if extended where no street exists; and a line 488 feet west of S. Sayre Avenue (Map No. 12-N);

To classify as a B4-1 Restricted Service District instead of a B2-1 Restricted Retail District the area bounded by

the alley next north of and parallel to W. Lawrence Avenue; a line 510 feet east of N. Mason Avenue; W. Lawrence Avenue; and a line 344 feet 1¼ inches east of N. Mason Avenue (Map No. 13-M);

To classify as an R4 General Residence District instead of a B4-2 Restricted Service District the area bounded by

the alley next north of and parallel to W. 63rd Street; a line 169 feet east of S. Mason Avenue; W. 63rd Street; and S. Mason Avenue (Map No. 14-M);

To classify as a B4-1 Restricted Service District instead of a B2-1 Restricted Retail District the area bounded by

the alley next north of and parallel to W. Pratt Avenue; a line 155 feet east of N. California Avenue; W. Pratt Avenue; and N. California Avenue (Map No. 17-I);

To classify as a B4-2 Restricted Service District instead of a B4-1 Restricted Service District the area bounded by

W. 85th Place; the alley next east of and parallel to S. Pulaski Road; W. 86th Street; and S. Pulaski Road (Map No. 20-J);

To classify as a C2-2 General Commercial District instead of an R1 Single Family Residence District the area bounded by

a line drawn from a point 132.40 feet south of W. 95th Street and 200 feet west of S. Winston Avenue to a point 83 feet south of W. 95th Street along the west line of S. Winston Avenue; S. Winston Avenue; a line drawn from a point 168.06 feet south of W. 95th Street along the west line of S. Winston Avenue to a point 200 feet west of S. Winston Avenue and 218.18 feet south of W. 95th Street; and a line 200 feet west of S. Winston Avenue (Map No. 24-G).

These recommendations were concurred in by 8 members of the committee, with no dissenting vote.

**Respectfully submitted,**

(Signed) RALPH H. METCALFE,
*Chairman.*

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## *Action Deferred*—ON PROPOSED ORDER FOR GRANT OF PERMISSION TO ST. FRANCIS XAVIER CABRINI HOSPITAL TO ERECT AND MAINTAIN FLAGPOLE.

The Committee on Buildings and Zoning submitted the following report, which was, on motion of Alderman Metcalfe, *Deferred* and ordered published:

CHICAGO, October 10, 1969.

*To the President and Members of the City Council:*

Your Committee on Buildings and Zoning begs leave to recommend that Your Honorable Body pass the proposed order transmitted herewith (referred on October 8, 1969) to authorize the issuance of a permit for the erection and maintenance of a 30-foot flagpole mounted on a concrete base on the parkway at the southeast corner of W. Polk Street and S. Lytle Street (or, as an alternative, on the parkway at the northeast corner of W. Cabrini Street and S. Lytle Street).

This recommendation was concurred in by 8 members of the committee, with no dissenting vote.

**Respectfully submitted,**

(Signed) **RALPH H. METCALFE,**
***Chairman.***

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## *Action Deferred*—ON PROPOSED ORDERS FOR ISSUANCE OF PERMITS FOR ERECTION OF ILLUMINATED SIGNS.

The Committee on Buildings and Zoning submitted the following report, which was, on motion of Alderman Metcalfe, *Deferred* and ordered published:

CHICAGO, October 10, 1969.

*To the President and Members of the City Council:*

Your Committee on Buildings and Zoning begs leave to recommend that Your Honorable Body pass the proposed orders transmitted herewith (referred on September 5 and October 8, 1969) to authorize the issuance of permits for the erection and maintenance of illuminated signs, as follows:

| *Permittee* | *Location* | *Dimensions* |
|---|---|---|
| Advance Neon Signs, Inc. | No. 7419 S. Stony Island Avenue | 106 square feet |
| Airway Lincoln Mercury | No. 4900 S. Pulaski Road | 155 square feet |
| Bland Lincoln Mercury | No. 2745 S. State Street | 155 square feet |
| Cragin Savings & Loan Association | No. 5200 W. Fullerton Avenue | 16′6″ x 36′0″ |
| Portage Park Savings & Loan Association | No. 5960 W. Irving Park Road | 165 square feet. |

These recommendations were concurred in by 8 members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) RALPH H. METCALFE,
*Chairman.*

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## COMMITTEE ON COMMITTEES AND RULES.

### *Referred to Various Committees*—MATTERS PENDING BEFORE COMMITTEE ON COMMITTEES AND RULES.

The Committee on Committees and Rules submitted the following reports recommending that matters pending before said committee be referred to appropriate committees for action thereon.

On motion of Alderman Sain *each* of the committee's recommendations was *Concurred in.*

### *Referred to Committee on Finance.*

CHICAGO, October 28, 1969.

*To the President and Members of the City Council:*

Your Committee on Committees and Rules, to which was referred (on January 31, 1969) under Rule 44 of the Rules of Order of the City Council, two committees having been called, a proposed resolution to request the Mayor to appoint an Advisory Committee to prepare recommendations pertaining to personnel in specified city departments, etc., begs leave to recommend that Your Honorable Body *refer said proposed resolution to the Committee on Finance.*

This recommendation was concurred in by 8 members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) HARRY L. SAIN,
*Chairman.*

### *Referred to Committee on Health.*

CHICAGO, October 28, 1969.

*To the President and Members of the City Council:*

Your Committee on Committees and Rules, to which was referred (on March 20, 1968) under Rule 44 of the Rules of Order of the City Council, two committees having been called, a proposed resolution to direct the Mayor and Superintendent of Police to submit the chemical mace to chemical and medical analysis prior to use by Department of Police Personnel, begs leave to recommend that Your Honorable Body *refer said proposed resolution to the Committee on Health.*

This recommendation was concurred in by 8 members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) HARRY L. SAIN,
*Chairman.*

### *Referred to Committee on Health.*

CHICAGO, October 28, 1969.

*To the President and Members of the City Council:*

Your Committee on Committees and Rules, to which was referred (on June 23, 1969) under Rule 44 of the Rules of Order of the City Council, two committees having been called, a proposed resolution to direct all departments of the City of Chicago to discontinue the use of the chemical mace because of its failure to meet U.S. Army's safety requirements, begs leave to recommend that Your Honorable Body *refer said matter to the Committee on Health.*

This recommendation was concurred in by 8 members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) HARRY L. SAIN,
*Chairman.*

### *Referred to Committee on Judiciary.*

CHICAGO, October 28, 1969.

*To the President and Members of the City Council:*

Your Committee on Committees and Rules, to which was referred (on April 9, 1969) under Rule 44 of the Rules of Order of the City Council, two committees having been called for, a proposed resolution to urge Chicago's private clubs to desist from excluding persons from membership because of color, ancestry or religion, begs leave to recommend that said proposed resolution be *referred to the Committee on Judiciary.*

This recommendation was concurred in by 8 members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) HARRY L. SAIN,
*Chairman.*

### *Referred to Committee on Local Industries, Streets and Alleys.*

CHICAGO, October 28, 1969.

*To the President and Members of the City Council:*

Your Committee on Committees and Rules to which was referred (on June 23, 1969) under Rule 44 of the Rules of Order of the City Council, two committees having been called for, a proposed ordinance to repeal an ordinance passed on December 27, 1967, pages 2062-64 of the Journal of the Proceedings of said date, vacating parts of S. Burley and S. Brandon Avenues, begs leave to recommend that Your Honorable Body *refer said proposed ordinance to the Committee on Local Industries, Streets and Alleys.*

This recommendation was concurred in by 8 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) HARRY L. SAIN,
*Chairman.*

—

*Referred to Committee on Local Industries, Streets and Alleys.*

CHICAGO, October 28, 1969.

*To the President and Members of the City Council:*

Your Committee on Committees and Rules to which was referred (on June 23, 1969) under Rule 44 of the Rules of Order of the City Council, two committees having been called for, a proposed ordinance to repeal an ordinance passed on April 9, 1969, page 5265 of the Journal of the Proceedings of said date, vacating a part of N. Frontier Avenue, begs leave to recommend that Your Honorable Body *refer said proposed ordinance to the Committee on Local Industries, Streets and Alleys.*

This recommendation was concurred in by 8 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) HARRY L. SAIN,
*Chairman.*

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*Referred to Committee on Planning and Housing.*

CHICAGO, October 28, 1969.

*To the President and Members of the City Council:*

Your Committee on Committees and Rules, to which was referred (on April 28, 1967) a proposed resolution concerning denial of the right of free choice of residence by citizens on grounds of ancestry, etc., begs leave to recommend that Your Honorable Body *refer said proposed resolution to the Committee on Planning and Housing.*

This recommendation was concurred in by 8 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) HARRY L. SAIN,
*Chairman.*

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The Committee on Committees and Rules also submitted reports recommending that the following matters pending before said committee *Do Not Pass*:

### *Failed to Pass*—RESOLUTION EXPRESSING CITY'S SUPPORT FOR COLLECTIVE BARGAINING RIGHTS BETWEEN GRAPE GROWERS ASSN. AND GRAPE PICKERS OF CALIFORNIA.

CHICAGO, October 28, 1969.

*To the President and Members of the City Council:*

Your Committee on Committees and Rules begs leave to recommend that Your Honorable Body *Do Not Pass* the proposed resolution transmitted herewith (referred to Your Committee on November 15, 1968, expressing City's support of collective bargaining rights between the grape growers association and the grape pickers of California.

This recommendation was concurred in by 8 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) HARRY L. SAIN,
*Chairman.*

Alderman Sain moved to *Concur* in the committee's recommendation. The motion *Prevailed.*

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### *Failed to Pass*—RESOLUTION RECOMMENDING CREATION OF COMMITTEE FOR IMPROVEMENT OF CITY COUNCIL'S COMMITTEE STAFFS.

CHICAGO, October 28, 1969.

*To the President and Members of the City Council:*

Your Committee on Committees and Rules begs leave to recommend that Your Honorable Body *Do Not Pass* the proposed resolution transmitted herewith (referred on April 28, 1967) for creation of a committee to improve the staffs of the Committees of the City Council.

This recommendation was concurred in by 8 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) HARRY L. SAIN,
*Chairman.*

Alderman Despres moved to Adopt said proposed resolution, *the recommendation of the committee to the contrary notwithstanding.* The motion to Adopt was *Lost,* by yeas and nays as follows:

*Yeas*—Aldermen Despres, Rayner, Cousins, Simon, McCutcheon, Singer, Hoellen, O'Rourke, Sperling—9.

*Nays*—Aldermen Roti, Hubbard, Metcalfe, Holman, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, Kerwin, Wigoda—36.

### *Failed to Pass*—RESOLUTION FOR CREATION OF INVESTIGATING COMMITTEE ON APPOINTMENT AND PROMOTION PRACTICES OF CITY OF CHICAGO.

CHICAGO, October 28, 1969.

*To the President and Members of the City Council:*

Your Committee on Committees and Rules begs leave to recommend that Your Honorable Body *Do Not Pass* the proposed resolution transmitted herewith (which was referred to Your Committee on July 8, 1969) for creation of a City Council Investigating Committee on hiring, appointment and promotion practices of the City of Chicago.

This recommendation was concurred in by 8 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) HARRY L. SAIN,
*Chairman.*

Alderman Rayner moved to Adopt said proposed resolution, the *recommendation of the committee to the contrary notwithstanding.* Alderman Sain moved to *Lay the Motion to Adopt on the Table.* The motion to Lay on the Table *Prevailed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Metcalfe, Holman, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, Kerwin, Wigoda—35.

*Nays*—Aldermen Hubbard, Despres, Rayner, Cousins, Simon, McCutcheon, Singer—7.

### *Failed to Pass*—RESOLUTION TO MEMORIALIZE U.S. GOVERNMENT TO CEASE PROSECUTIONS AND TO DISMISS PENDING CASES ARISING OUT OF 1968 DEMOCRATIC NATIONAL CONVENTION.

CHICAGO, October 28, 1969.

*To the President and Members of the City Council:*

Your Committee on Committees and Rules begs leave to recommend that Your Honorable Body *Do Not Pass* the proposed resolution transmitted herewith (which was referred to Your Committee on June 23, 1969) to memorialize the executive branch of the United States Government to cease prosecutions and dismiss cases arising out of 1968 Democratic National Convention.

This recommendation was concurred in by 8 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) HARRY L. SAIN,
*Chairman.*

Alderman Despres moved to Adopt said proposed resolution, *the recommendation of the committee to the contrary notwithstanding.* The motion to Adopt was *Lost,* by yeas and nays as follows:

*Yeas*—Aldermen Despres, Rayner, Cousins—3.

*Nays*—Aldermen Roti, Hubbard, Metcalfe, Holman, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—42.

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## COMMITTEE ON FORESTRY AND RECREATION.

### *Action Deferred*—ON PROPOSED RESOLUTION TO MEMORIALIZE CHICAGO PARK DISTRICT TO RENAME SPECIFIED PARK AS "BARRATT O'HARA PARK".

The Committee on Forestry and Recreation submitted the following report, which was, at the request of two aldermen present (Alderman Despres and Alderman Rayner) *Deferred* and ordered published:

CHICAGO, October 17, 1969.

*To the President and Members of the City Council:*

Your Committee on Forestry and Recreation, having had under consideration a proposed resolution (referred to Your Committee on September 5, 1969) to memorialize the Chicago Park District to rename one of two existing designated parks as "Barratt O'Hara Park", begs leave to recommend that Your Honorable Body pass the said proposed resolution, *as amended* by Your Committee, which is transmitted herewith.

This recommendation was concurred in by 7 members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) JOSEPH R. KERWIN,
*Chairman.*

The following is the proposed resolution transmitted with the foregoing committee report:

*Whereas,* The late departed Congressman Barratt O'Hara spent a lifetime of contribution to Illinois citizens as soldier and lawyer for the unprotected, the youngest of Lt. Governors, Congressman unequalled, unselfishly dedicated to the well-being of all in a true American spirit; now, therefore,

Be It Resolved, That we the members of the City Council of the City of Chicago do hereby memorialize the Chicago Park District to rename East End Park, as Barratt O'Hara Park—as a living tribute to this great man.

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### *Referred to the Committee on Finance*—PROPOSED ORDERS FOR CONSIDERATION OF ACQUISITION OF CERTAIN VACANT PROPERTY FOR PLAYLOT AND TOTLOT PURPOSES.

The Committee on Forestry and Recreation submitted the following reports:

CHICAGO, October 17, 1969.

*To the President and Members of the City Council:*

Your Committee on Forestry and Recreation, having had under consideration a proposed order (referred to Your Committee on April 17, 1969) to direct that consideration be given to the acquisition of vacant property at No. 7830 S. Carpenter Street for totlot purposes, begs leave to report that Your Committee has approved the said proposal, and recommends that the said proposed order be *referred to the Committee on Finance* for such action as may be deemed proper.

This recommendation was concurred in by 7 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) JOSEPH R. KERWIN,
*Chairman.*

CHICAGO, October 17, 1969.

***To the President and Members of the City Council:***

Your Committee on Forestry and Recreation, having had under consideration a proposed order (referred to Your Committee on April 25, 1969) to direct that consideration be given to the acquisition of vacant property bounded by W. 108th Place, W. 109th Place, S. Bishop Street and S. Loomis Street for playlot purposes, begs leave to report that Your Committee has approved the said proposal, and recommends that said proposed order be *referred to the Committee on Finance* for such action as may be deemed proper.

This recommendation was concurred in by 7 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) JOSEPH R. KERWIN,
*Chairman.*

On separate motions made by Alderman Kerwin *each* of the committee's recommendations were *Concurred In.*

## COMMITTEE ON HEALTH.

### Approval Given to Mayor's Reappointments and Appointments of Specified Members of Commission for Rehabilitation of Persons.

The Committee on Health submitted the following report:

CHICAGO, October 22, 1969.

***To the President and Members of the City Council:***

Your Committee on Health, to which was referred (on October 8, 1969) a communication signed by Honorable Richard J. Daley, Mayor, concerning the following:

Reappointing Mr. Lawrence E. Klinger as a member and Chairman of the Commission for the Rehabilitation of Persons;

Reappointing the following-named persons as members of said Commission for the Rehabilitation of Persons:

Louis Baldacci
Arthur G. Falls, M.D.
Maurice R. Fischer
Reuben E. Hedlund
Reverend Joseph Higgins
Frank J. Kobler, Ph.D.
Mrs. Helen Lynch
Very Rev. Msgr. Ignatius McDermott
Brigadier Roland Quinn
Reverend William Seath
Jackson A. Smith, M.D.
George T. Stanton, M.D.
Minor K. Wilson; and

Appointing the following persons as members of said Commission:

Justin O'Toole
Captain Thomas Frost
Alderman John J. Buchanan
Edward Lally,

begs leave to recommend that Your Honorable Body approve the said reappointments and appointments.

This recommendation was concurred in by 10 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) CLAUDE W. B. HOLMAN,
*Chairman.*

On motion of Alderman Holman the committee's recommendation was concurred in and said reappointments and appointments were *Approved,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Kerwin, Hoellen, O'Rourke, Wigoda—43.

*Nays*—None.

## COMMITTEE ON JUDICIARY.

### REPORT AS TO STATUS OF PENDING PROPOSED RESOLUTION UNDER COUNCIL RULE 43.

Alderman Shannon, Chairman of the Committee on Judiciary, submitted the following report as to status of pending proposed resolution:

CHICAGO, October 29, 1969.

***To the President and Members of the City Council:***

In response to a written request for a report under Rule 43 of the Rules of Order on a matter referred to the Committee on Judiciary on June 23, 1969, page 5700 of the Journal of the Proceedings, on a proposed resolution to request the Law Department to prepare a modern index of the Municipal Code of Chicago, I wish to report that this matter is being studied and will be the subject of a report at a meeting to be held at a later date.

Respectfully submitted,
(Signed) WILLIAM H. SHANNON,
*Chairman, Committee on Judiciary.*

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## COMMITTEE ON LOCAL INDUSTRIES, STREETS AND ALLEYS.

### Ordinance Amended to Change Name of Specified Alleys to "W. Arcade Place".

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith (which was referred to the committee on October 8, 1969) to amend the ordinance passed by the City Council on April 9, 1969, as is noted on page 5251 of the Journal of the Proceedings of said date, to name all of the east-west public alleys in the blocks bounded by W. Madison Street, W. Monroe Street, S. La Salle Street and S. Wacker Drive as "W. Arcade Place", by striking "S. La Salle Street" and inserting in lieu thereof "S. Wells Street".

On motion of Alderman Sain said *amendatory* ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Kerwin, Hoellen, O'Rourke, Wigoda—43.

*Nays*—None.

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### Grants Made of Privileges in Public Ways.

The Committee on Local Industries, Streets and Alleys, to which had been referred (on May 28 and October 8, 1969) eleven proposed ordinances for grants of privileges in public ways, submitted a report recommending that the City Council pass said proposed ordinances (transmitted therewith).

On separate motions made by Alderman Sain *each* of the said proposed ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Kerwin, Hoellen, O'Rourke, Wigoda—43.

*Nays*—None.

*Each of the said eleven ordinances contains Sections 3, 4, 5 and 6, which are identical with Sections 3, 4, 5 and 6 respectively of the "Standard Special Provisions" printed on pages 5243-5244 of the Journal of the Proceedings of April 9, 1969.* Sections 1 and 2 of the said ordinances read respectively as follows (the Italic heading in each case not being a part of the ordinance):

*Grant to Air Products and Chemicals, Inc.*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. Permission and authority hereby are given and granted to Air Products and Chemicals, Incorporated, a corporation, its successors and assigns, upon the terms and subject to the conditions of this ordinance, to excavate for, install, maintain, operate, use, remove, replace, and repair a private pipe line for the transmission of gaseous oxygen consisting of a steel pipe eight (8) inches in diameter and encased in a steel pipe sleeve twelve (12) inches in diameter at all crossings. Said pipe shall run under, along and across the following public streets and highways as follows:

Beginning at a point approximately one thousand eight hundred ninety (1,890) feet westerly of the west line of S. Indiana Avenue and approximately four (4) feet southerly of the south line of W. 127th Street, at the eastern boundary line of the premises of said grantee, thence through, across and along the properties of The Metropolitan Sanitary District of Greater Chicago and the Commonwealth Edison Company, thence under and across S. Indiana Avenue at a point approximately one thousand three hundred (1,300) feet northerly of the center line of E. 130th Street, thence easterly through and across the properties of the Illinois Central Railroad continuing easterly along and within the northerly boundary line of E. 130th Street and under the crossings where the Chicago and Western Indiana Railroad, St. Lawrence Avenue and Corliss Avenue cross over E. 130th Street, thence southerly under and across E. 130th Street at a point approximately four hundred fifty (450) feet thence continuing easterly along and within the boundary lines of E. 130th Street and under the crossing where S. Ellis Avenue crosses E. 130th Street, continuing easterly under and across properties of the Penn Central Railroad and along the Chicago, South Shore and South Bend Railroad right of way to a point where the said Chicago, South Shore and South Bend Railroad bridge crosses the extended portion of the Calumet Expressway. Again proceeding easterly under and across said Calumet Expressway along the southern portion of the said Chicago, South Shore and South Bend Railroad right of way continuing over and across the Chicago, South Shore and South Bend bridge over the southern branch of the Calumet River approximately four hundred twenty (420) feet from the southerly line of E. 130th Street along the said Chicago, South Shore and South Bend Railroad right of way approximately three thousand five hundred (3,500) feet east of said bridge, thence through and across the properties of the Norfolk & Western Railroad, thence under and across S. Torrence Avenue at a point approximately four hundred fifty-nine (459) feet southerly of the center line of E. 130th Street, said center line also being the South line of Section 25-37-14E, thence northerly through and across the properties of the Chicago and Western Indiana Railroad, thence easterly along the southern portion of E. 130th Street right of way and under the crossing where S. Saginaw Avenue crosses over E. 130th Street, thence northerly under and across E. 130th Street, thence continuing easterly along the northern portion of E. 130th Street right of way and under the crossings where S. Marquette Avenue, S. Manistee Avenue, S. Muskegon Avenue, S. Escanaba Avenue, S. Exchange Avenue, S. Commercial Avenue, S. Carondolet Avenue, S. Houston Avenue, S. Baltimore Avenue and S. Brandon Avenue cross over E. 130th

Street, thence continuing easterly along and within the southern boundary line of the Penn Central Railroad right of way, thence northerly along and within the eastern boundary line of the Penn Central Railroad right of way, under and across Squaw Creek approximately two thousand seventy-five (2,075) feet north of the center line of E. 130th Street, continuing northerly along and within the eastern boundary line of the Penn Central Railroad right of way, thence continuing northerly along and within the western boundary line of S. Avenue O right of way and under the crossing where E. 118th Street crosses over S. Avenue O, thence continuing northerly through and within the properties of Republic Steel Corporation and under the crossings where E. 117th Street, E. 114th Street, a sixteen (16) foot alley right of way which is north of E. 114th Street, E. 112th Street, E. 111th Street, pass over the pipeline, thence westerly under the crossings where S. Mackinaw Avenue, S. Buffalo Avenue and S. Burley Avenue pass over the pipeline, thence continuing through and across properties of the Penn Central and Pittsburg, Fort Wayne and Chicago Railroads, and terminating at a point within lands of the Interlake Steel Corporation; for a period of twenty (20) years from and after the date of passage of this ordinance.

The location of said pipe shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said pipe shall be installed under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation, and shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. The grantee shall keep these portions of the public ways over said pipe in good condition and repair, safe for public travel and free from snow, ice and dirt, to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of nine thousand one hundred fifty-seven and no/100 dollars ($9,157.00) per annum, in advance, the first payment to be made as of the date of passage of this ordinance, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof before the structure and appliances herein authorized are removed and the public way is restored as herein required.

### *Grant to The Board of Trustees of Y.M.C.A.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority hereby are given and granted to The Board of Trustees of The Young Men's Christian Association of Metropolitan Chicago, a corporation, its successors and assigns, upon the terms and subject to the conditions of this ordinance, to maintain and use as now installed a twelve-inch insulated tile conduit containing a six-inch steam line and a two-inch condensate return line four (4) feet below the surface under and across the north-south public alley east of S. Ashland Boulevard from a point on the west line thereof fifty-nine (59) feet five (5) inches south of the south line of W. Monroe Street to a point on the east line of said alley seventy-two (72) feet seven (7) inches south of the said south line of W. Monroe Street; for a period of ten (10) years from and after November 4, 1969.

The location of said conduit shall be as shown on print hereto attached, which by reference is made a part of this ordinance. Said conduit shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. The grantee shall keep that portion of the public way over said conduit in good condition and repair, safe for public travel and free from snow, ice and dirt, to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of one hundred and no/100 dollars ($100.00) per annum, in advance, the first payment to be made as of November 4, 1969, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted the grantee shall nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof before the structures and appliances herein authorized are removed and the public way is restored as herein required.

### *Grant to The C. H. Hanson Company.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority hereby are given and granted to The C. H. Hanson Company, a corporation, its successors and assigns, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a loading device consisting of pulleys, cables and a welded steel platform, five (5) feet six (6) inches by seven (7) feet five (5) inches in size, on the north side of the east-west eighteen-foot public alley in the rear of No. 303 W. Erie Street. Said loading device supported by steel legs when in use and when not in use shall be raised up so as to be entirely on private property; for a period of ten (10) years from and after August 1, 1969.

The location of said loading device shall be as shown on sketch hereto attached, which by reference is made a part of this ordinance. Said loading device shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. The grantee shall keep said loading device and that portion of the public way adjacent thereto in good condition and repair, safe for public travel and free from snow, ice and dirt, to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of one hundred and no/100 dollars ($100.00) per annum, in advance, the first payment to be made as of August 1, 1969, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof before the structures and appliances herein authorized are removed and the public way is restored as herein required.

### *Grant to Central Soya Company, Inc.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority hereby are given and granted to Central Soya Company, Inc., a corporation, its successors and assigns, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a covered bridge or passageway over and across N. Laramie Avenue one hundred seventeen (117) feet north of the north line of vacated W. Moffatt Street, containing an eighteen-inch conveyor belt, a five-inch steam line and a three-inch return steam line and conduits for the conveyance of electricity between the buildings of the grantee on both sides of N. Laramie Avenue, said covered bridge not exceeding six (6) feet six (6) inches in width nor seven (7) feet in height and not less than twenty-four (24) feet six (6) inches above street grade at said location; for a period of ten (10) years from and after November 15, 1969.

The location of said covered bridge or passageway shall be as shown on print hereto attached, which by reference is made a part of this ordinance. Said covered bridge or passageway shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. The grantee shall keep that portion of the public way under said covered bridge or passageway in good condition and repair, safe for public travel and free from snow, ice and dirt, to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of three hundred and no/100 dollars ($300.00) per annum, in advance, the first payment to be made as of November 15, 1969, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof before the structures and appliances herein authorized are removed and the public way is restored as herein required.

### *Grant to Chicago Title and Trust Company, Trustee, Trust No. 53014.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority hereby are given and granted to Chicago Title and Trust Company, a corporation, not individually, but as Trustee under Trust Agreement dated December 9, 1968, and known as Trust No. 53014, its successors and assigns, upon the terms and subject to the conditions of this ordinance, to remain and use as now constructed a hydraulic elevator lift, or loading platform, six (6) feet six (6) inches by six (6) feet six (6) inches, in the east-west public alley adjoining the premises known as No. 444 N. Wabash Avenue at a point seventy-eight (78) feet west of the west line of N. Wabash Avenue; for a period of ten (10) years from and after August 5, 1969.

The location of said elevator lift or loading platform shall be as shown on sketch hereto attached, which by reference is made a part of this ordinance. Said elevator lift or loading platform shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. The grantee shall keep said elevator lift or loading platform and that portion of the public way adjacent thereto in good condition and repair, safe for public travel and free from snow, ice and dirt, to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of one hundred and no/100 dollars ($100.00) per annum, in advance, the first payment to be made as of August 5, 1969, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof before the structures and appliances herein authorized are removed and the public way is restored as herein required.

### *Grant to Citizens National Bank of Chicago.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority hereby are given and granted to Citizens National Bank of Chicago, a corporation, its successors and assigns, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed an ornamental clock securely and properly attached to the building located at No. 5200 W. Chicago Avenue. Said ornamental clock not exceeding eight (8) feet in height and extending not more than four and one-half (4½) feet beyond the face of the building and the lowest portion of same is not less than twelve (12) feet above the level of the sidewalk at said location; for a period of ten years from and after November 6, 1969.

The location of said ornamental clock shall be as shown on sketch hereto attached, which by reference is made a part of this ordinance. Said ornamental clock shall contain no advertising matter whatsoever and shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of one hundred and no/100 dollars ($100.00) for the ten-year period beginning November 6, 1969, said payment to be made as of the acceptance of this ordinance.

### *Grant to First Federal Savings and Loan Association of Chicago.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority hereby are given and granted to First Federal Savings and Loan Association of Chicago, a corporation, its successors and assigns, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a vault under the first north-south sixteen-foot public alley east of S. Dearborn Street in the rear of the premises known as Nos. 1-15 S. Dearborn Street. Said vault shall not exceed one hundred fifty-five (155) feet in length and fifteen (15) feet in width outside dimensions; for a period of ten (10) years from and after October 28, 1969.

The location of said vault shall be as shown on sketch hereto attached, which by reference is made a part of this ordinance. Said vault shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. The grantee shall keep that portion of the public way over said vault in good condition and repair, safe for public travel over the same and free from snow, ice and dirt, to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago for the privileges herein granted the sum of three thousand seven hundred twenty and no/100 dollars ($3,720.00) per annum, in advance, the first payment to be made as of October 28, 1969, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof before the structures and appliances herein authorized are removed and the public way is restored as herein required.

### *Grant to The Lurie Company.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority hereby are given and granted to The Lurie Company, a corporation, its successors and assigns, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed an ornamental clock securely and properly attached to the building known as the southeast corner of W. Washington Street and N. LaSalle Street. Said clock shall not exceed nine (9) feet beyond the face of the building and the lowest portion of same shall be not less than forty-one (41) feet above the level of the sidewalk; for a period of ten (10) years from and after October 31, 1969.

The location of said ornamental clock shall be as shown on sketch hereto attached, which by reference is made a part of this ordinance. Said ornamental clock shall contain no advertising matter whatsoever, and shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of one hundred and no/100 dollars ($100.00) for the ten-year period beginning October 31, 1969, the said payment to be made as of the date of acceptance of this ordinance.

### *Grant to 100 LaSalle, a Limited Partnership and The Northern Trust Company, Trustee under Trust No. 36239.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority hereby are given and granted to 100 La Salle, a Limited Partnership and The Northern Trust Company, a national banking association, not individually, but as Trustee, pursuant to Trust Agreement dated July 1, 1969 and known as Trust No. 36239, their successors and assigns, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a pipe tunnel six (6) feet in width and fifteen (15) feet in depth, under the ten-foot public alley west of N. La Salle Street running north from W. Washington Street twenty-six (26) feet. Also, to maintain and use as now constructed an existing ventilating air duct and an existing twenty-eight (28) inch steel smoke stack over the said ten-foot public alley; for a period of ten (10) years from and after June 14, 1969.

The location of said privileges shall be as shown on print hereto attached, which by reference is made a part of this ordinance. Said pipe tunnel, ventilating air duct and smoke stack shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. The grantee shall keep that portion of the public way over said pipe tunnel and under said ventilating air duct and smoke stack in good condition and repair, safe for public travel and free from snow, ice and dirt, to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of five hundred and no/100 dollars ($500.00) per annum, in advance, the first payment to be made as of June 14, 1969, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof before the structures and appliances herein authorized are removed and the public way is restored as herein required.

### *Grant to The Prudential Insurance Company of America.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority hereby are given and granted to The Prudential Insurance Company of America, a corporation, its successors and assigns, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a vault not exceeding one hundred fifty-three and seven hundredths (153.07) feet in length nor thirty-three and six hundredths (33.06) feet in width, inside dimensions, underneath the surface of the alley north of E. Randolph Street, known as E. Benton Place, from the east line of N. State Street to the east line of the north-south alley east of N. State Street; for a period of ten (10) years from and after June 27, 1969.

The location of said vault shall be as shown on sketch hereto attached, which by reference is made a part of this ordinance. Said vault shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. The grantee shall keep that portion of the public way over said vault in good condition and repair, safe for public travel and free from snow, ice and dirt, to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of ten thousand eight hundred and no/100 dollars ($10,800.00) per annum, in advance, the first payment to be made as of June 27, 1969, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof before the structures and appliances herein authorized are removed and the public way is restored as herein required.

### *Grant to Wieboldt Stores, Inc.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority hereby are given and granted to Wieboldt Stores, Inc., a corporation, its successors and assigns, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a railroad switch track at street grade on and across the intersection of N. Hickory Avenue and N. North Branch Street beginning at a point one hundred seventy-five (175) feet southeasterly of the northerly line of W. Haines Street, thence northwesterly on and along the intersection of N. Hickory Avenue and N. North Branch Street crossing W. Haines Street to the northerly line of said W. Haines Street; for a period of twenty (20) years from and after October 26, 1969.

The location of said railroad switch track shall be as shown in red on print hereto attached, which by reference is made a part of this ordinance. Said railroad switch track shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. The grantee shall keep that portion of the public way occupied by said switch track in good condition and repair, safe for public travel and free from snow, ice and dirt, to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of four hundred forty-seven and 50/100 dollars ($447.50) per annum, in advance, the first payment to be made as of October 26, 1969, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof before the structures and appliances herein authorized are removed and the public way is restored as herein required.

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### Part of Northwesterly-Southeasterly Public Alley Vacated in Block Bounded by W. Argyle St., W. Higgins Av., N. Austin Av. and N. McVicker Av.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass a proposed ordinance (which was drafted and submitted in compliance with an order passed on December 30, 1968, page 4811) for the vacation of all that part of the northwesterly-southeasterly 16-foot public alley lying easterly on the east line of the north-south public alley extended north, in the block bounded by W. Argyle Street, W. Higgins, N. Austin and N. McVicker Avenues.

On motion of Alderman Sain said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Kerwin, Hoellen, O'Rourke, Wigoda—43.

*Nays*—None.

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public alley described in the following ordinance; therefore,

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That all that part of the Northwesterly-Southeasterly Sixteen (16) foot public alley lying Southwesterly of and adjoining the Southwesterly line of Lots One (1), Two (2) and Three (3), lying Northeasterly of and adjoining the Northeasterly line of Lot Eight (8) and lying Easterly of and adjoining the west line of said Lot Eight (8) produced North to the Southwesterly line of said Lot Three (3), in Block Eight (8) of Angeline Dyniewicz Park being a Subdivision of the Northeast Quarter (N.E.¼) of the Southwest Quarter (S.W.¼) of Section Eight (8), Township Forty (40) North, Range Thirteen (13) East of the Third Principal Meridian; said part of public alley herein vacated being further described as all that part of the Northwesterly-Southeasterly public alley lying Easterly of the East line of the North-South public alley extended North, in the block bounded by W. Argyle Street, W. Higgins Avenue, N. Austin Avenue and N. McVicker Avenue, as colored in red and indicated by the words "TO BE VACATED" on the plat hereto attached, which plat for greater certainty is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The vacation herein provided for is made upon the express condition that within ninety (90) days after the passage of this ordinance, Western National Bank of Cicero, Trustee, Trust No. 4309 shall pay or cause to be paid to the City of Chicago as compensation for the benefits which shall accrue to the owner of the property abutting said part of public alley hereby vacated, the sum of twenty-four thousand six hundred and no/100 dollars ($24,600.00), which sum in the judgment of this body will be equal to such benefits; and further, shall within ninety (90) days after the passage of this ordinance deposit in the City Treasury of the City of Chicago a sum sufficient to defray all costs of removing paving and curb returns and constructing sidewalk and curb across the entrance to the part of the public alley herein vacated, similar to the sidewalk and curb in N. Austin Avenue between W. Argyle Street and W. Higgins Avenue. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Streets and Sanitation after such investigation as is requisite.

SECTION 3. This ordinance shall take effect and be in force from and after its passage subject to the conditions of Section Two (2) hereof, provided that the said Western National Bank of Cicero, Trustee, Trust No. 4309 shall within ninety (90) days after the passage of this ordinance, file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance.

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### Provision Made for Closing Part of N. Ogden Av. to Vehicular Traffic and for Opening of Parts of Adjacent Property for Pedestrian Use Only.

The Committee on Local Industries, Streets and

Alleys submitted a report recommending that the City Council pass a proposed ordinance (which was drafted and submitted in compliance with an order passed on April 17, 1969, page 5344) providing for the closing of part of N. Ogden Avenue to vehicular traffic between N. Sedgwick Street and W. Wisconsin Street and between W. Wisconsin Street and N. Lincoln Avenue; also providing for the opening of parts of the property westerly of and adjoining the above referred to parts of streets to be closed, as public ways for pedestrian use only.

**On motion of Alderman Sain said proposed ordinance was *Passed,* by yeas and nays as follows:**

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Kerwin, Hoellen, O'Rourke, Wigoda—43.

*Nays*—None.

The following is said ordinance as passed:

WHEREAS, Urban Renewal Plan for Project Lincoln Park I which, among other things, provides for closing part of N. Ogden Avenue to vehicular traffic between N. Sedgwick Street and W. Wisconsin Street and between W. Wisconsin Street and N. Lincoln Avenue; and

WHEREAS, The above referred to parts of streets to be closed will be landscaped and developed by the City of Chicago as part of an over-all complex designed with a scale and atmosphere appropriately urban and conductive to community activity; and

WHEREAS, The City of Chicago is the owner of all of the property involved; and

WHEREAS, The City of Chicago being the owner of the land westerly of and adjoining the parts of N. Ogden Avenue proposed to be closed to vehicular traffic between the above referred to streets, desires to open and develop certain parts of said land for pedestrian use only as a part of the above referred to improvement; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That all that part of N. Ogden Avenue bounded and described as follows: Beginning at the point of intersection of the North line of W. Wisconsin Street extended East and the West line of N. Orleans Street extended North; thence East along said North line of W. Wisconsin Street as extended to a line that is Fifty (50) feet East of and parallel with said West line of N. Orleans Street extended North; thence North along said parallel line a distance of One Hundred and Seventy-six Hundredths (100.76) feet to its intersection with a line that is Forty-four (44) feet Southeasterly of and parallel with the Northwesterly line of N. Ogden Avenue; thence Northeasterly along said line which is Forty-four (44) feet Southeasterly of and parallel with the Northwesterly line of said N. Ogden Avenue, a distance of Ninety-four and Eighty-three Hundredths (94.83) feet to the Southwesterly line of N. Lincoln Avenue as extended; thence Northwesterly along said Southwesterly line of N. Lincoln Avenue as extended, a distance of of Twenty-eight (28) feet to its intersection with a line that is Sixteen (16) feet Southeasterly of and parallel with the Northwesterly line of N. Ogden Avenue; thence Southwesterly along said last described line to its intersection with a line that is Six (6) feet South of and parallel with the South line of the East-West Ten (10) foot public alley extended East; thence West along said described line to the Northwesterly line of said N. Ogden Avenue; thence Southwesterly along said Northwesterly line of N. Ogden Avenue to its intersection with the West line of N. Orleans Street as extended North; thence South along said West line of N. Orleans Street as extended North to the point of beginning; also a triangular shaped part of N. Ogden Avenue between N. Sedgwick Street and W. Wisconsin Street lying West of a line Ninety (90) feet East of and parallel with the East line of N. Sedgwick Street and lying North of a line drawn from a point on a line Ninety (90) feet East of and parallel with the East line of said N. Sedgwick Street, said point being One Hundred and Two-tenths (100.2) feet South of the South line of said W. Wisconsin Street, to a point on the East line of N. Sedgwick Street, said point being One Hundred (100) feet South of the South line of W. Wisconsin Street, as colored in blue and indicated by the words "TO BE CLOSED TO VEHICULAR TRAFFIC" on the plat hereto attached, which plat for greater certainty is hereby made a part of this ordinance, be and the same are hereby closed to vehicular traffic.

SECTION 2. This ordinance also provides that the following described city-owned property shall be landscaped and improved for pedestrian use only: All that part of Lot Twelve (12) lying East of the West line of N. Orleans Street extended North, except the North Six (6) feet thereof and except that part taken for the opening of N. Ogden Avenue, in Lonergan's Subdivision of the South Two (2) acres of Block Thirty-nine (39) in Canal Trustees' Subdivision of the North Half (N.½) and the North Half (N.½) of the Southeast Quarter (S.E.¼) and the East Half (E.½) of the Southwest Quarter (S.W.¼) of Section Thirty-three (33), Township Forty (40) North, Range Fourteen (14) East of the Third Principal Meridian; also all those parts of Lots One (1) to Five (5), both inclusive, taken as a tract, in E. Ward's Subdivision of part of Block Forty-four (44) in Canal Trustees' Subdivision aforementioned bounded and described as follows: Beginning at the Northwest corner of said Lot One (1), thence East along the North line of said Lot to its intersection with a line Ninety (90) feet East of and parallel with the East line of said Lots One (1) to Five (5); thence South along said parallel line to its intersection with the Northwesterly line of N. Ogden Avenue as opened by Condemnation Proceedings; thence Southwesterly along said Northwesterly line of N. Ogden Avenue to its intersection with a line Seventeen and Seventy-five Hundredths (17.75) feet North of and parallel with the South line of said Lot Five (5); thence West along said parallel line to the West line of Lot Five (5); thence North along the West line of said Lots One (1) to Five (5) to the point of beginning, as colored in green and indicated by the words "TO BE OPENED AS A PUBLIC WAY FOR PEDESTRIAN USE ONLY" on the aforementioned plat, be and the same are hereby opened as public ways for pedestrian use only.

SECTION 3. The City of Chicago (Department of Urban Renewal) shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certfied copy of this ordinance.

SECTION 4. This ordinance shall take effect and be in full force and effect from and after its passage, subject however, to the provision of Section Three (3) hereof.

### East-West Public Alley Vacated in Block Bounded by W. 37th Pl., W. 38th St., S. Halsted St. and S. Lituanica Av.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass a proposed ordinance (which was drafted and submitted in compliance with an order passed on January 17, 1969, page 4839) for the vacation of all of the east-west 18-foot public alley in the block bounded by W. 37th Place, W. 38th Street, S. Halsted Street and S. Lituanica Avenue.

**On motion of Alderman Sain said proposed ordinance was *Passed,* by yeas and nays as follows:**

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Kerwin, Hoellen, O'Rourke, Wigoda—43.

*Nays*—None.

**The following is said ordinance as passed:**

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of public alley described in the following ordinance; therefore,

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That all of the East-West Eighteen (18) foot public alley lying North of and adjoining the North line of Lots Thirteen (13) to Twenty (20), both inclusive, lying South of and adjoining the South line of Lots Twenty-one (21) to Twenty-eight (28), both inclusive, and lying West of and adjoining a line drawn from the Southeast corner of said Lot Twenty-eight (28) to the Northeast corner of said Lot Thirteen (13), all in Block Thirteen (13) of Gage, Le Moyne, Hubbard and Others Subdivision of the East Half (E.½) of the Southeast Quarter (S.E.¼) of Section Thirty-two (32), Township Thirty-nine (39) North, Range Fourteen (14) East of the Third Principal Meridian; said public alley herein vacated being further described as all of the East-West public alley in the block bounded by W. 37th Place, W. 38th Street, S. Halsted Street and S. Lituanica Avenue, as colored in red and indicated by the words "TO BE VACATED" on the plat hereto attached, which plat for greater certainty is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The vacation herein provided for is made upon the express condition that within ninety (90) days after the passage of this ordinance, Peter Eckrich and Sons, Inc., and Earl J. and Mary A. Bishop shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owners of the property abutting said public alley hereby vacated, the sum of ten thousand five hundred and no/100 dollars ($10,500.00), which sum in the judgment of this body will be equal to such benefits; and further, shall within ninety (90) days after the passage of this ordinance deposit in the City Treasury of the City of Chicago a sum sufficient to defray all costs of constructing sidewalk across the entrance to the public alley herein vacated, similar to the sidewalk in S. Lituanica Avenue between W. 37th Place and W. 38th Street. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Streets and Sanitation after such investigation as is requisite.

SECTION 3. This ordinance shall take effect and be in force from and after its passage subject to the conditions of Section Two (2) hereof, provided that the said Peter Eckrich and Sons, Inc., and Earl J. and Mary A. Bishop shall within ninety (90) days after the passage of this ordinance, file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance.

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### Public Alley Vacated in Block Bounded by N. Lincoln, W. Webster and N. Cleveland Aves.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass a proposed ordinance (which was drafted and submitted in compliance with an order passed on March 14, 1969, page 5156) for the vacation of all of the northwesterly-southeasterly public alley in the block bounded by N. Lincoln, W. Webster and N. Cleveland Avenues.

**On motion of Alderman Sain said proposed ordinance was *Passed,* by yeas and nays as follows:**

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Kerwin, Hoellen, O'Rourke, Wigoda—43.

*Nays*—None.

**The following is said ordinance as passed:**

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of public alley described in the following ordinance; therefore,

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That all of the Northwesterly-Southeasterly public alley lying Northeasterly of and adjoining the Northeasterly line of Lots Twenty-one (21) to Thirty-three (33), both inclusive, lying Southwesterly of and adjoining the Southwesterly line of Lots Thirty-six (36) to Thirty-nine (39), both inclusive, lying South of and adjoining the South line of Lot Forty (40), lying Southerly of and adjoining the North line of said Lot Thirty-six (36) extended West and lying Westerly of and adjoining the East line of Lot Forty (40) extended South, all in Falch's Subdivision of Block Twenty-two (22) in Canal Trustees' Subdivision of the North Half (N.½) and the North Half (N.½) of the Southeast Quarter (S.E.¼) and the East Half (E.½) of the Southwest Quarter (S.W.¼) of Section Thirty-three (33), Township Forty (40) North, Range Fourteen (14) East of the Third Principal Meridian; said public alley herein vacated being further described as all of the Northwesterly-Southeasterly public alley in the block bounded by

N. Lincoln Avenue, W. Webster Avenue and N. Cleveland Avenue, as colored in red and indicated by the words "To Be Vacated" on the plat hereto attached, which plat for greater certainty is hereby made a part of this ordinance, be and the same is hereby vacated and closed, except for such rights as are reserved to Commonwealth Edison Company and Illinois Bell Telephone Company by Section Two (2) hereof, inasmuch as the same with the exception of the reservations contained in Section Two (2) hereof, is no longer required for public use and the public interest will be subserved by such vacation.

Section 2. The City of Chicago hereby reserves for the benefit of Commonwealth Edison Company and Illinois Bell Telephone Company, their respective successors or assigns, easements to operate, maintain, construct, replace and renew overhead poles, wires and associated equipment and underground conduit, cables and associated equipment for the transmission and distribution of electric energy and telephonic and associated services under, over and along the public alley as herein vacated, with the right of ingress and egress.

Section 3. The vacation herein provided for is made upon the express condition that within six (6) months after the passage of this ordinance, the City of Chicago shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance.

Section 4. This ordinance shall take effect and be in full force and effect from and after its passage and approval, subject however, to the condition of Section Three (3) hereof.

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### Board of Local Improvements Requested to Institute Special-Assessment Proceedings for Paving of Certain Alley and Street.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass the following proposed order transmitted therewith (as a substitute for proposed orders referred to the committee on October 8, 1969):

*Ordered,* That the Board of Local Improvements is hereby requested to institute the necessary proceedings for the paving with concrete, by special assessment, of the roadways of the following described alley and street:

Alley bounded by W. 46th Street, W. 47th Street, S. Kedzie Avenue and S. Sawyer Avenue;

W. 36th Place between S. Rockwell Street and S. California Avenue.

On motion of Alderman Sain the foregoing substitute proposed order was *Passed.*

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### Ordinances Passed for Street and Alley Improvements by Special Assessment.

The Committee on Local Industries, Streets and Alleys, to which had been referred (on October 8, 1969) seven proposed ordinances recommended by the Board of Local Improvements, submitted reports recommending that the City Council pass said proposed ordinances (transmitted therewith).

On separate motions made by Alderman Sain *each* of the said seven proposed ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Kerwin, Hoellen, O'Rourke, Wigoda—43.

*Nays*—None.

The following are descriptive summaries of the said seven improvement ordinances as passed:

*Alleys between W. 56th St., W. 57th St., S. Narragansett Av. and S. Nagle Av.—Grading, Paving and Improving.*

An ordinance for grading, paving and otherwise improving the roadways of the alleys between W. 56th Street, W. 57th Street, S. Narragansett Avenue and S. Nagle Avenue.

*Alleys between W. Archer Av., W. 56th St., S. Nottingham Av. and S. Neva Av., Etc.—Grading, Paving and Improving.*

An ordinance for grading, paving and otherwise improving the roadways of the alleys between W. Archer Avenue, W. 56th Street, S. Nottingham Avenue and S. Neva Avenue; also that part of the east-west alley from a line parallel with and eighteen feet east of the west line of S. Nottingham Avenue to the west line of S. Nottingham Avenue.

*Alleys between W. Archer Av., W. 56th St., S. New England Av. and S. Newland Av.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catch-basins complete, and for grading, paving and otherwise improving the roadways of the alleys between W. Archer Avenue, W. 56th Street, S. New England Avenue and S. Newland Avenue.

*Alley between W. 57th St., W. 58th St., S. Massasoit Av. and S. Menard Av.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catch-basins complete, and for grading, paving and otherwise improving the roadway of the alley between W. 57th Street, W. 58th Street, S. Massasoit Avenue and S. Menard Avenue.

*Alley between W. 58th St., W. 59th St., S. New England Av. and S. Newland Av.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catch-basins complete, and for grading, paving and otherwise improving the roadway of the alley between W. 58th Street, W. 59th Street, S. New England Avenue and S. Newland Avenue.

### *Alley between W. 106th, W. 107th, S. Green and S. Peoria Sts., Etc.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadway of the alley between W. 106th, W. 107th, S. Green and S. Peoria Streets; also that part of the north-south alley from a line parallel with and twenty-five feet north of the south line of W. 106th Street to the south line of W. 106th Street.

### *Improvement of Portion of S. Sangamon St.*

An ordinance for grading, paving and improving S. Sangamon Street from the south line of W. 96th Street to the north line of W. 97th Street.

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## Improvement Ordinance Repealed (Construction of Sewer, Etc. and Grading, Paving and Improving of Certain Alley).

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, recommended by the Board of Local Improvements (which was referred to the committee on October 8, 1969) to *repeal* the ordinance passed by the City Council on December 30, 1968, as is noted on page 4806 of the Journal of the Proceedings of said date, for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadway of the alley between W. 56th Street, W. 57th Street, S. Natoma Avenue and S. Normandy Avenue.

On motion of Alderman Sain said proposed *repealing* ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Kerwin, Hoellen, O'Rourke, Wigoda—43.

*Nays*—None.

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### *Failed to Pass*—PROPOSED ORDINANCE TO CHANGE NAME OF PORTION OF S. HARPER AV. TO "S. HARPER COURT".

The Committee on Local Industries, Streets and Alleys, to which had been referred (on May 20, 1968) a proposed ordinance to change the name of that part of S. Harper Avenue between E. 52nd Street and E. 53rd Street to "S. Harper Court", submitted a report recommending that said proposed ordinance *do not pass.*

Alderman Sain moved to *Concur* in the committee's recommendation. The question thereupon became: *"Shall the proposed ordinance Pass, the recommendation of the committee to the contrary notwithstanding?;* and the question being put, said proposed ordinance *Failed to Pass,* by yeas and nays as follows: *Yeas*—None; *Nays*—43.

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# COMMITTEE ON LOCAL TRANSPORTATION.

## Consent and Permission Granted to CTA to Install, Maintain and Operate Motorbus Routes on Specified Streets.

The Committee on Local Transportation, to which had been referred (on September 17 and October 8, 1969) two proposed ordinances for consent and permission to the Chicago Transit Authority to install, maintain and operate motorbus routes, submitted reports recommending that the City Council pass said proposed ordinances (transmitted therewith).

On separate motions made by Alderman Marzullo *each* of the said proposed ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Kerwin, Hoellen, O'Rourke, Wigoda—43.

*Nays*—None.

Said ordinances as passed read respectively as follows (the Italic heading in each case not being a part of the ordinance):

### *Motorbus Route on Portion of W. Haddon Av.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That consent and permission of the City of Chicago are hereby given to Chicago Transit Authority, a municipal corporation, created by the laws of the State of Illinois, to install, maintain and operate a motorbus route on W. Haddon Avenue, from N. Ashland Avenue to N. Milwaukee Avenue—easterly, as part of Chicago Transit Authority's bus route, authorized by the ordinance granted to Chicago Transit Authority, passed by the City Council of the City of Chicago, on April 23, 1945, as amended.

SECTION 2. The consent and permission granted by this ordinance shall continue in force and effect for the same term and co-extensive with the term specified in Section 2, Paragraph B, of the Chicago Transit Authority ordinance, passed by the City Council of the City of Chicago on April 23, 1945, as amended.

SECTION 3. This ordinance shall be in force and effect from and after such time that these roadways are dedicated to the City of Chicago.

### *Motorbus Route on E. 99th St. from S. Michigan Av. to S. State St., Westerly, Etc.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That consent and permission of the City of Chicago are hereby given to Chicago Transit Authority, a municipal corporation, created by the laws of the State of Illinois, to install, maintain and operate a motorbus route on E. 99th Street, from S. Michigan Avenue to S. State Street—westerly and on S. State Street from E. 99th Street to E. 95th Street—northerly, as part of Chicago Transit Authority's bus route, authorized by the ordinance granted to Chicago Transit Authority, passed by the City Council of the City of Chicago, on April 23, 1945, as amended.

SECTION 2. The consent and permission granted by this ordinance shall continue in force and effect for the same term and co-extensive with the term specified in Section 2, Paragraph B, of the Chicago Transit Authority ordinance, passed by the City Council of the City of Chicago on April 23, 1945, as amended.

SECTION 3. This ordinance shall be in force and effect from and after such time that these roadways are dedicated to the City of Chicago.

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## Bus Stands Established on Certain Streets.

The Committee on Local Transportation, to which had been referred (on May 28 and October 8, 1969) two proposed ordinances for establishment of bus stands, submitted reports recommending that the City Council pass said proposed ordinances (transmitted therewith).

On separate motions made by Alderman Marzullo *each* of the said proposed ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Kerwin, Hoellen, O'Rourke, Wigoda—43.

*Nays*—None.

Said ordinances as passed read respectively as follows (the Italic heading in each case not being a part of the ordinance):

### *Bus Stand on Portion of W. Haddon Av.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 27-412 of the Municipal Code of Chicago, there is hereby established a bus stand (between the hours of 5:00 A.M. to 7:30 A.M. and 4:00 P.M. to 6:00 P.M.) upon the following public way in the area indicated:

| *Public Way* | *Area* |
|---|---|
| W. Haddon Avenue (south curb) | From a point 30 feet west of the west property line of N. Milwaukee Avenue to a point 95 feet west thereof. |

SECTION 2. It shall be unlawful for the operator of any vehicle other than a bus to stand or park such vehicle in the space occupied by said bus stand, except that the operator of any passenger vehicle may stop temporarily in such space for the purpose of and while actually engaged in the loading or unloading of passengers, as provided by Section 27-326 of the Municipal Code of Chicago.

SECTION 3. Any person violating the provisions of this ordinance shall be subject to the penalty provided for in Section 27-363 of the Municipal Code of Chicago, which provides that "every person convicted of a violation of any of the provisions of this chapter for which no penalty is specifically provided shall be punished by a fine of not more than two hundred dollars for each offense".

SECTION 4. This ordinance shall be in full force and effect from and after its passage and due publication.

### *Bus Stand on Portion of W. Fullerton Av.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 27-412 of the Municipal Code of Chicago, there is hereby established a bus stand at the following location:

| *Public Way* | *Area* |
|---|---|
| W. Fullerton Avenue (north curb) | From a point 67 feet east of the east property line of N. Halsted Street to a point 125 feet east thereof. |

SECTION 2. It shall be unlawful for the operator of any vehicle other than a bus to stand or park such vehicle in the space occupied by said bus stand, except that the operator of any passenger vehicle may stop temporarily in such space for the purpose of and while actually engaged in the loading or unloading of passengers, as provided by Section 27-326 of the Municipal Code of Chicago.

SECTION 3. Any person violating the provisions of this ordinance shall be subject to the penalty provided for in Section 27-363 of the Municipal Code of Chicago, which provides that "every person convicted of a violation of any of the provisions of this chapter for which no penalty is specifically provided shall be punished by a fine of not more than two hundred dollars for each offense."

SECTION 4. This ordinance shall be in full force and effect from and after its passage and due publication.

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## Chicago Transit Authority Requested to Install Toilet and Other Facilities in Elevated Terminal at W. 63rd St. and S. Ashland Av. (Englewood Branch).

The Committee on Local Transportation submitted the following report:

CHICAGO, October 21, 1969.

*To the President and Members of the City Council:*

Your Committee on Local Transportation, having had under consideration a proposed resolution (referred on October 8, 1969) for hearings for the installation by the Chicago Transit Authority of toilet and other facilities in its elevated terminal at 63rd and Ashland (Englewood Branch), begs leave to recommend that Your Honorable Body pass the said proposed resolution, which is transmitted herewith.

This recommendation was concurred in by 7 members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) VITO MARZULLO,

*Chairman.*

On motion of Alderman Marzullo the said proposed resolution was *Adopted,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Kerwin, Hoellen, O'Rourke, Wigoda—43.

*Nays*—None.

The following is said resolution as adopted:

WHEREAS, The ever-increasing use of public transportation has clearly demonstrated the need for additional such service; and

WHEREAS, In recognition of this critical need, the Chicago Transit Authority is expanding and improving its passenger facilities, notably through the construction of the Expressway Median Strip Systems and the new 63rd and Ashland Elevated Station; and

WHEREAS, It has been estimated that the boarding traffic (the fare-paying and/or transferring passengers) at this latter facility is in excess of 8500 persons during both the morning and evening rush hour periods, a figure which is constantly increasing; and

WHEREAS, It is an anomaly indeed that, despite the expenditure of approximately two million dollars for the construction of the 63rd and Ashland Station, no provision was made for the installation of public toilet facilities, an omission which represents a threat to the continued health and welfare of the passengers using said station, and particularly the many aged and infirmed persons from Englewood and adjacent communities on the Southwest Side of Chicago. It is also inconceivable that there are no benches for the comfort and convenience of non-rush hour passengers who must wait between trains; and

WHEREAS, It is imperative that immediate consideration be given to the installation of these very necessary conveniences in the facilities of the Chicago Transit Authority; now, therefore,

*Be It Resolved,* That the members of the City Council Committee on Local Transportation hold hearings, to which will be invited representatives of the Chicago Transit Authority and the residents of Englewood and adjacent communities, for the purpose of effecting the immediate installation of public toilets in the 63rd and Ashland Elevated Station and the adoption of a program to insure the existence of such accommodations in all future public transportation systems in Chicago.

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### Ordinance Repealed for Establishment of Taxicab Stand No. 258.

The Committee on Local Transportation submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (which was referred to the committee on April 17, 1969):

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That an ordinance passed by the City Council on May 13, 1959, pages 279 to 281 of the Journal of the Proceedings, establishing the following Taxicab Stand:

| | |
|---|---|
| Stand No. 258 | On S. Aberdeen Street, along the west curb, from a point 55 feet north of the north building line of W. 35th Street, extending 50 feet north thereof—2 vehicles, |

be and the same is hereby repealed.

SECTION 2. This ordinance shall be in full force and effect from and after its passage and due publication.

On motion of Alderman Marzullo the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Kerwin, Hoellen, O'Rourke, Wigoda—43.

*Nays*—None.

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## COMMITTEE ON PLANNING AND HOUSING.

### Approval Given for Execution of Second Amendatory Contract to Amend Loan and Capital Grant Contract No. Ill. R-47 (LG) between City of Chicago and U.S.A.

The Committee on Planning and Housing submitted the following report:

CHICAGO, October 23, 1969.

*To the President and Members of the City Council:*

Your Committee on Planning and Housing, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Richard J. Daley, Mayor (referred on September 5, 1969) to approve the pending proposed Second Amendatory Contract, attached to and made a part of the ordinance, to amend Loan and Capital Grant Contract No. Ill. R-47(LG), between the City of Chicago and the United States of America, and to authorize and direct the Mayor to execute the said Second Amendatory Contract, as approved by the Department of Urban Renewal by Resolution No. 69-DUR-83, adopted on August 19, 1969, a certified copy of which is attached to the ordinance, begs leave to recommend that Your Honorable Body pass the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 8 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) THOMAS F. FITZPATRICK,
*Chairman.*

On motion of Alderman Fitzpatrick the proposed ordinance transmitted with the foregoing committee report was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Kerwin, Hoellen, O'Rourke, Wigoda—43.

*Nays*—None.

The following is said ordinance as passed:

### ORDINANCE

Approving and Providing for the Execution of a Second Amendatory Contract Amending Loan and Capital Grant Contract No. Ill. R-47(LG) by and between the City of Chicago and the United States of America.

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. The pending proposed Second Amendatory Contract to amend that certain Loan and Capital Grant Contract No. Ill. R-47 (LG), by and between the City of Chicago and the United States of America, is hereby in all respects approved. Said Second Amendatory Contract attached hereto is made a part of this ordinance.

SECTION 2. The Mayor is hereby authorized and directed to sign said Amendatory Contract and the City Clerk is authorized and directed to attest and impress the corporate seal of the City thereon.

SECTION 3. This ordinance shall be in force and effect from and after its passage.

The following is the Second Amendatory Contract attached to the foregoing ordinance:

United States of America
Department of Housing and Urban Development
Second Amendatory Contract
Amending
Loan and Capital Grant
Contract No. Ill. R-47(LG)

This Second Amendatory Contract, made and entered into on the date hereinbelow specified by and between City of Chicago (herein called the "Local Public Agency") and the United States of America (herein called the "Government");

Witnesseth:

Whereas, the parties hereto entered into that certain Loan and Capital Grant Contract No. Ill. R-47(LG) dated the 12th day of May, 1965; and

Whereas, the parties hereto have agreed to amend the said Loan and Capital Grant Contract as amended to date (herein called the "Existing Contract");

Now, Therefore, for and in consideration of the mutual benefits flowing to the Local Public Agency and the Government, the Existing Contract is hereby amended as follows:

> Section 1. Delete the words and figures Ten Million, Five Hundred Sixty-nine Thousand, Eight Hundred Sixty-one Dollars ($10,569,861.00) wherever the same appear in Section 2 of Part I and substitute in lieu thereof: "Ten Million, Nine Hundred Eighty Thousand, Nine Hundred Fifty-five Dollars ($10,980,955.00)".
>
> Section 2. Delete the words and figures Nine Million, Fifty-one Thousand, Six Hundred Seventy-nine Dollars ($9,051,679.00) wherever the same appear in Section 7(d) of Part I and substitute in lieu thereof: "Nine Million, Three Hundred Twelve Thousand, Seven Hundred Seventy-three Dollars ($9,312,773.00)".
>
> Section 3. Delete the words and figures Four Hundred Sixty-three Thousand, Five Hundred Eighty-two Dollars ($463,582.00) wherever the same appear in Section 8(a) of Part I and substitute in lieu thereof: "Six Hundred Thirteen Thousand, Five Hundred Eighty-two Dollars ($613,582.00)".

Section 4. Delete the words and figures Seventy-eight Thousand, Two Hundred Eighty-two Dollars ($78,282.00) wherever the same appear in Section 9 of Part I and substitute in lieu thereof: "Eighty-two Thousand Seven Hundred Thirty-two Dollars ($82,732.00)".

Section 5. Delete the phrase "Each redetermined rate shall not exceed 6 percent per annum, but otherwise shall be the higher of:" in Section 3(2) of Part I and substitute in lieu thereof the phrase: "Each redetermined rate shall be the higher of".

Section 6. Delete the phrase "industrial development" in Subsection (a) in Section 10 of Part I and substitute in lieu thereof the phrase "the development of industrial or educational facilities".

Section 7. Delete the phrase "industrial development" in Subsection (g) in Section 10 of Part I and substitute in lieu thereof the phrase "development of industrial or educational facilities".

Section 8. Delete the phrase "for guidance purposes" in Subsection (h) in Section 10 of Part I.

Section 9. Section 105(A)(3)(c) of Part II is changed by adding at the end thereof the phrase "or for subsequent disposition or retention as provided under Section 106(i) of Title I".

Section 10. Delete Subsection (F) of Section 106 of Part II and substitute in lieu thereof the following:

> (F) *Payment for Project Land Made Available for Housing for Moderate Income Families or Low-Rent Housing.*—If any Project Land is made available by the Local Public Agency to (1) a limited dividend corporation, nonprofit corporation or assocation, cooperative, or public body or agency or other approved purchaser or lessee, or (2) a purchaser or lessee who would be eligible for a mortgage insured under Section 221(d)(3) or (4), Section 221(h)(1), Section 235 (j)(1) or Section 236 of the National Housing Act for use in the provision of new or rehabilitated housing for occupancy by families or individuals of low or moderate income, it shall be made available for purchase or lease at its fair value for such use by such purchaser or lessee: *Provided,* That when property is made available other than to a limited dividend corporation, nonprofit corporation or association, cooperative, or public body or agency, the Local Public Agency shall assure that the benefits therefrom will go to the occupants of the property rather than to such purchaser or lessee if not the occupant thereof. If any Project Land is made available by the Local Public Agency to a public housing agency for a low-rent housing project assisted under the United States Housing Act of 1937, or under a State or local program found by the Secretary to have the same general purposes as the Federal program under such Act, it shall be made available at a price equal to its fair value as determined in accordance with the preceding sentence.

Section 11. Section 302 of Part II is changed by deleting subsection (A) and inserting in lieu thereof the subsection set forth below:

Sec. 302. Project Expenditures Account

(A) *Establishment and Maintenance.*—The Local Public Agency shall establish a separate and special account on its books of account which shall be designated the "Project Expenditures Account; Project No.........," with the Project Number assigned by the Secretary to the Project being set forth in such designation, such account being, for convenience of reference thereto, elsewhere herein referred to as the "Project Expenditures Account". The moneys recorded in said account will be maintained in a bank or banks which are members of the Federal Deposit Insurance Corporation in a separate bank account or accounts: *Provided,* That, the Local Public Agency may establish and maintain a consolidated bank account or accounts into which shall be deposited the moneys debited to the Project Expenditures Account for this Project and the Project Expenditures Accounts for any or all urban renewal projects now being carried out or to be carried out by the Local Public Agency under Contracts or Loan and Capital Grant with the Government. This consolidated bank account shall be designated "Consolidated Bank Account for Propect Expenditures Accounts; Project Nos..... ....," with the Project Numbers being set forth in such designation. All deposits in or withdrawals from said consolidated bank account shall be entered upon the books of account for each appropriate Project.

Section 12. Section 303 of Part II is changed by deleting subsection (A) and inserting in lieu thereof the subsection set forth below, by adding a new subsection (B) as set forth below and by relettering the other subsections accordingly:

Sec. 303. Project Temporary Loan Repayment Fund

(A) *Establishment and Maintenance.*—The Local Public Agency shall establish a separate and special account on its books of account which shall be designated the "Project Temporary Loan Repayment Fund; Project No.........." with the Project Number assigned by the Secretary to the Project being set forth in such designation, such account being, for convenience of reference thereto, elsewhere herein referred to as the "Project Temporary Loan Repayment Fund." The moneys recorded in said account will be maintained in a bank or banks which are members of the Federal Deposit Insurance Corporation in a separate bank account or accounts: *Provided* That, the Local Public Agency may establish and maintain a consolidated bank account or accounts into which shall be deposited the moneys debited to the Project Temporary Loan Repayment Fund for this Project and the Project Temporary Loan Repayment Fund for any or all urban renewal projects now being carried out or to be carried out by the Local Public Agency under Contracts for Loan and Capital Grant with the Government. This consolidated bank acount shall be designated "Consolidated Bank Account for Project Temporary Loan Repayment Fund; Project Nos.........," with the Project Numbers being set forth in such designation. All deposits in or withdrawals from said consolidated bank account shall be entered upon the books of account for each appropriate project.

(B) *Definitions, Deposits and Withdrawals.*—The terms "deposit" and "deposited" in connection with the Project Temporary Loan Repayment Fund refer to both a debit to said separate and special account for this Project and a deposit in the appropriate separate or consolidated bank account in accordance with Section 303(A) of this Contract. The term "withdrawal" in connection with the Project Temporary Loan Repayment Fund and any reference to the drawing of a check or order upon such account or similar references refer to both a credit to said separate and special account for this Project and a withdrawal from the appropriate single or consolidated bank account in accordance with Section 303(A) of this Contract.

Section 13. Except as modified herein, the "Existing Contract" shall be and remain in full force and effect.

In Witness Whereof, the Local Public Agency has caused this Second Amendatory Contract to be duly executed in its behalf and its seal to be hereto affixed and attested; and thereafter the Government has caused the same to be duly executed in its behalf this ............... day of ................................., 19.....

[Seal] City of Chicago

By .................................
(Signature)

.........................................
(Type or Print Name)

.........................................
(Title)

Attest:

.........................................
(Signature)

.........................................
(Type or Print Name)

.........................................
(Title)

United States of America
Department of Housing and Urban Development

By .................................
Acting Assistant Regional Administrator for Renewal Assistance, Region IV

## Approval Given to Proposed Sale by Department of Urban Renewal of Certain Land in Slum and Blighted Area Redevelopment Project Pershing-Cottage Grove.

The Committee on Planning and Housing submitted the following report:

CHICAGO, October 23, 1969.

*To the President and Members of the City Council:*

Your Committee on Planning and Housing, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Richard J. Daley, Mayor (referred on September 5, 1969) to approve the proposed sale by the Department of Urban Renewal of certain land in Slum and Blighted Area Redevelopment Project Pershing-Cottage Grove, as approved by the Department by Resolution No. 69-DUR-89, adopted on August 19, 1969, begs leave to recommend that

Your Honorable Body pass the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 8 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) THOMAS F. FITZPATRICK,
*Chairman.*

On motion of Alderman Fitzpatrick the proposed ordinance transmitted with the foregoing committee report was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Kerwin, Hoellen, O'Rourke, Wigoda—43.

*Nays*—None.

**The following is said ordinance as passed:**

To Approve Sale of Certain Land In Slum and Blighted Area Redevelopment Project Pershing-Cottage Grove.

WHEREAS, The Redevelopment Plan for Redevelopment Project Pershing-Cottage Grove heretofore has been approved by the Department of Urban Renewal, and by the City Council of the City of Chicago; and

WHEREAS, The Department proposes to accept an offer to purchase a certain parcel of land, made by the Board of Governors of State Colleges and Universities, as set forth in Resolution No. 69-DUR-89 adopted by the Department on August 19, 1969 and further, has submitted herewith the said proposed offer to the City Council of the City of Chicago for its approval; and

WHEREAS, Section 26 of the Urban Renewal Consolidation Act of 1961 provides that the sale of any real property by a Department of Urban Renewal, where required to be for a monetary consideration, except public sales as provided in Section 18, shall be subject to the approval of the governing body of the municipality in which the real property is located; and

WHEREAS, The City Council has considered the said Resolution and the proposed sale of said parcel of land as provided therein, and it is the sense of the City Council that the sale is satisfactory and should be approved; now, therefore,

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the sale proposed by the Department of Urban Renewal of a certain parcel of land in Redevelopment Project Pershing-Cottage Grove, commonly known as the Abraham Lincoln Center, and legally described as follows:

> Lot 15 and the North 10 feet of the East 25 feet of the West 50 feet of Lot 14, also the West 25 feet of Lot 14 in Block 1 in Cleaverville Addition, a Subdivision of part of the North ½ of the Northeast ¼ of Section 36, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois,

to the Board of Governors of State Colleges and Universities, for the sum of two hundred fifty thousand dollars ($250,000.00), is hereby approved.

SECTION 2. This ordinance shall be effective upon its passage and approval.

## Approval Given to Proposed Sale by Department of Urban Renewal of Certain Land in Redevelopment Project 60th-Cottage Grove.

The Committee on Planning and Housing submitted the following report:

CHICAGO, October 23, 1969.

*To the President and Members of the City Council:*

Your Committee on Planning and Housing, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Richard J. Daley, Mayor (referred on September 5, 1969) to approve the proposed sale by the Department of Urban Renewal of certain Land in Redevelopment Project 60th-Cottage Grove, as approved by the Department by Resolution No. 69-DUR-91, adopted on August 19, 1969, a certified copy of which is attached to the ordinance, begs leave to recommend that Your Honorable Body pass the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 8 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) THOMAS F. FITZPATRICK,
*Chairman.*

On motion of Alderman Fitzpatrick the proposed ordinance transmitted with the foregoing committee report was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Kerwin, Hoellen, O'Rourke, Wigoda—43.

*Nays*—None.

The following is said ordinance as passed:

To Approve Sale of Certain Land in Redevelopment Project 60th-Cottage Grove.

WHEREAS, The Redevelopment Plan for Project 60th-Cottage Grove, heretofore has been approved by the Department of Urban Renewal, and by the City Council of the City of Chicago; and

WHEREAS, The Department proposes to accept an offer to purchase a certain parcel of land, made by the Drexel Home, Inc., as set forth in Resolution No. 69-DUR-91, adopted by the Department on August 19, 1969, and further has submitted herewith the said proposed offer to the City Council of the City of Chicago for its approval; and

WHEREAS, Section 26 of the Urban Renewal Consolidation Act of 1961 provides that the sale of any real property by a Department of Urban Renewal where required to be for a monetary consideration, except public sales as provided in Section 18, shall be subject to the approval of the governing body of the municipality in which the real property is located; and

WHEREAS, The City Council has considered the said Resolution and the proposed sale of said parcel of land as provided therein, and it is the sense of the City Council that the sale is satisfactory and should be approved; now, therefore,

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the sale proposed by the Department of Urban Renewal of a certain parcel of land in Redevelopment Project 60th-Cottage Grove is hereby approved as follows:

| *Purchaser* | *Parcel* | *Square Feet* | *Price per Sq. Ft.* | *Total* |
|---|---|---|---|---|
| Drexel Home Inc. | 14-B | 51,721.2 | $.80 | $41,376.96 |

provided said figures are subject to adjustment upon the actual survey and determination of the square footage of said parcels.

SECTION 2. This ordinance shall be effective upon its passage and approval.

## Approval Given to Proposed Sale by Department of Urban Renewal of Certain Land in Urban Renewal Project Central-Englewood.

The Committee on Planning and Housing submitted the following report:

CHICAGO, October 23, 1969.

*To the President and Members of the City Council:*

Your Committee on Planning and Housing, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Richard J. Daley, Mayor (referred on September 5, 1969) to approve the proposed sale by the Department of Urban Renewal of certain land in Urban Renewal Project Central-Englewood, as approved by the Department by Resolution No. 69-DUR-90, adopted on August 19, 1969, a certified copy of which is attached to the ordinance, begs leave to recommend that Your Honorable Body pass the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 8 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) THOMAS F. FITZPATRICK,
*Chairman.*

On motion of Alderman Fitzpatrick the proposed ordinance transmitted with the foregoing committee report was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Kerwin, Hoellen, O'Rourke, Wigoda—43.

*Nays*—None.

The following is said ordinance as passed:

To Approve Sale of Certain Land in Urban Renewal Project Central-Englewood.

WHEREAS, The Urban Plan for Urban Renewal Project Central-Englewood heretofore has been approved by the Department of Urban Renewal, and by the City Council of the City of Chicago; and

WHEREAS, The Department proposes to accept an offer to purchase a certain parcel of land, made by Fred L. Halpern as set forth in Resolution No. 69-DUR-90, adopted by the Department on August 19, 1969, further has submitted herewith the said proposed offer to the City Council of the City of Chicago for its approval; and

WHEREAS, Section 26 of the Urban Renewal Consolidation Act of 1961 provides that the sale of any real property by a Department of Urban Renewal where required to be for a monetary consideration, except public sales as provided in Section 18, shall be subject to the approval of the governing body of the municipality in which the real property is located; and

WHEREAS, The City Council has considered the said Resolution and the proposed sale of said parcel of land as provided therein, and it is the sense of the City Council that the sale is satisfactory and should be approved; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the sale proposed by the Department of Urban Renewal of a certain parcel of land in Urban Renewal Project Central-Englewood is hereby approved as follows:

| *Purchaser* | *Parcel* | *Sq. Ft.* | *Price Per Sq. Ft.* | *Total* |
|---|---|---|---|---|
| Fred L. Halpern | C-8 | 4,537 | $1.25 | $5,671.25 |

provided said figures are subject to adjustment upon the actual survey and determination of the square footage of said parcels.

SECTION 2. This ordinance shall be effective upon its passage and approval.

## Approval Given to Proposed Sale by Department of Urban Renewal of Certain Land in Urban Renewal Project Lincoln Park I.

The Committee on Planning and Housing submitted the following report:

CHICAGO, October 23, 1969.

*To the President and Members of the City Council:*

Your Committee on Planning and Housing, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Richard J. Daley, Mayor (referred on September 5, 1969) to approve the proposed sale by the Department of Urban Renewal of certain land in Urban Renewal Project Lincoln Park I, as approved by the Department by Resolution No. 69-DUR-92, a certified copy of which is attached to the ordinance, begs leave to recommend that Your Honorable Body pass the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 8 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) THOMAS F. FITZPATRICK,
*Chairman.*

On motion of Alderman Fitzpatrick the proposed ordinance transmitted with the foregoing committee report was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Kerwin, Hoellen, O'Rourke, Wigoda—43.

*Nays*—None.

The following is said ordinance as passed:

To Approve Sale of Certain Land in Urban Renewal Project Lincoln Park I.

WHEREAS, The Urban Renewal Plan for Urban Renewal Project Lincoln Park I, heretofore has been approved by the Department of Urban Renewal, and by the City Council of the City of Chicago; and

WHEREAS, The Department proposes to accept an offer to purchase certain parcels of land, made by the Ecumenical Religious Facilities Corporation, as set forth in Resolution No. 69-DUR-92, adopted by the Department on August 19, 1969, and further has submitted herewith the said proposed offer to the City Council of the City of Chicago for its approval; and

WHEREAS, Section 26 of the Urban Renewal Consolidation Act of 1961 provides that the sale of any real property by a Department of Urban Renewal where required to be for a monetary consideration, except public sales as provided in Section 18, shall be subject to the approval of the governing body of the municipality in which the real property is located; and

WHEREAS, The City Council has considered the said Resolution and the proposed sale of said parcels of land as provided therein, and it is the sense of the City Council that the sale is satisfactory and should be approved; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the sale proposed by the DePartment of Urban Renewal of certain parcels of land in Urban Renewal Project Lincoln Park I, as identified on a Disposal Parcel map for Project Lincoln Park I, is hereby approved as follows:

| *Purchaser* | *Parcel* | *Sq. Ft.* | *Price Per Sq. Ft.* | *Total* |
|---|---|---|---|---|
| Ecumenical Religious Facilities Corporation | 43-IA | 21,134.33 | $3.38 | $71,434.04 |
| | 43-1B | 25,437.10 | 3.38 | 85,977.40 |

provided said figures are subject to adjustment upon the actual survey and determination of the square footage of said parcels.

SECTION 2. This ordinance shall be effective upon its passage and approval.

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## Approval Given to Revision No. 3 to Redevelopment Plan for Slum and Blighted Area Redevelopment Project 25th-South Park Way.

The Committee on Planning and Housing submitted the following report:

CHICAGO, October 23, 1969.

*To the President and Members of the City Council:*

Your Committee on Planning and Housing, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Richard J. Daley, Mayor (referred on September 5, 1969) to approve Revision No. 3 to the Redevelopment Plan for Slum and Blighted Area Redevelopment Project 25th-South Park Way, as approved by the Department of Urban Renewal by Resolution No. 69-DUR-82, adopted on August 19, 1969, a certified copy of which is attached to the ordinance, which Revised Redevelopment Plan consists of the following documents, attached to and incorporated in the ordinance:

1. A narrative statement entitled "Revision No. 3 to the Redevelopment Plan for Slum and Blighted Area Redevelopment Plan 25th-South Park Way", dated August 19, 1969.
2. Land Use Map, dated August, 1969.
3. Boundary Map, dated July, 1963;

and for a determination that Federal financial assistance is necessary to enable the land in said project to be developed or redeveloped in accordance with the Revised Redevelopment Plan, begs leave to recommend that Your Honorable Body pass the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 8 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) THOMAS F. FITZPATRICK,
*Chairman.*

Alderman Fitzpatrick moved to Concur in the committee's recommendation.

Alderman Despres then presented the following amendment:

> "Whereas, a general plan has been prepared and is recognized and used as a guide for the general development of the City of Chicago as a whole; now, therefore,"
>
> and
>
> "*Section 5.* That it is hereby found and determined that the revised redevelopment plan for Slum and Blighted Area Redevelopment Project 25th-South Park Way conforms to the general plan of the City of Chicago."

Alderman Fitzpatrick moved to *Lay the Amendment on the Table.* The motion to Lay on the Table *Prevailed.*

The previous question thereupon being put, on the passage of the proposed ordinance, the motion *Prevailed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Kerwin, Hoellen, O'Rourke, Wigoda—43.

*Nays*—None.

The following is said ordinance as passed:

To Approve Revision No. 3 to the Redevelopment Plan for Slum and Blighted Area Redevelopment Project 25th-South Park Way.

WHEREAS, The Department of Urban Renewal and the City Council of the City of Chicago have heretofore approved a Redevelopment Plan for Project 25th-South Park Way; and

WHEREAS, The Department of Urban Renewal has prepared Revision No. 3 to the Redevelopment Plan, and such revision consists of the following documents dated as indicated hereto, and incorporated in this ordinance:

1. Narrative statement entitled "Revision No. 3 To The Redevelopment Plan for Slum and Blighted Area Redevelopment Project 25th-South Park Way", dated August, 1969.
2. Land Use Map dated August, 1969.
3. Boundary Map dated July, 1963; and

WHEREAS, The Department of Urban Renewal did, by Resolution No. 69-DUR-82 dated August 19, 1969, approve said Revision No. 3 to said Redevelopment Plan; and

WHEREAS, South Park Way has been heretofore changed by City Ordinance to Dr. Martin Luther King, Jr. Drive; and

WHEREAS, The City Council has reviewed the foregoing documents, and it is the sense of the City Council that said documents constitute a redevelopment plan within the meaning of the Urban Renewal Consolidation Act of 1961; the said revised redevelopment plan is in accord with modern principles of urban planning and with the recommendations of the Chicago Plan Commission for the redevelopment of the area covered thereby; and that the City Council desires to evidence its approval of said revised redevelopment plan; and

WHEREAS, Under the provisions of Title I of the Housing Act of 1949 as amended, the Department of Housing and Urban Development is authorized to provide federal financial assistance to local public agencies for the undertaking and carrying out of slum clearance and urban redevelopment projects by private enterprise; and

WHEREAS, It is provided in such Act that contracts for financial aid thereunder shall require that a redevelopment plan, and revisions thereof, for the respective project area be approved by the governing body of the locality in which the Project is situated and that such approval include findings by the governing body that (1) the financial aid to be provided in the contract is necessary to enable the land within the project area to be redeveloped in accordance with the redevelopment plan; (2) the revised redevelopment plan for the redevelopment area in the locality will afford maximum opportunity consistent with the sound needs of the locality as a whole, for the redevelopment of such area by private enterprise; (3) the revised redevelopment plan conforms to a general plan for the development of the locality as a whole; and (4) the revised redevelopment plan gives due consideration to the provision of adequate park and recreational areas and facilities, as may be desirable for neighborhood improvement, with special consideration for the health, safety and welfare of children residing in the general vicinity of the site covered by the plan; and

WHEREAS, The City of Chicago has applied for financial assistance under such Act and has entered into a contract with the United States of America making available federal finanacial assistance for the Project; and

WHEREAS, A general plan has been prepared and is recognized and used as a guide for the general development of the City of Chicago as a whole; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That Revision No. 3 to the Redevelopment Plan for Slum and Blighted Area Redevelopment Project 25th-South Park Way as approved by the Department of Urban Renewal Resolution dated August 19, 1969 as aforesaid, having been duly reviewed and considered, is hereby approved.

SECTION 2. Wherever reference is made in such Plan and Revisions thereof, to South Park Way, the same is amended to read "Dr. Martin Luther King, Jr. Drive."

SECTION 3. That it is hereby found and determined that the financial aid to be provided pursuant to said contract for Federal financial assistance for Slum and Blighted Area Redevelopment Project 25th-South Park Way is necessary to enable the land in said Project to be developed or redeveloped in accordance with the revised redevelopment plan for the Project.

SECTION 4. That it is hereby found and determin that the above-mentioned revised redevelopment plan will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the redevelopment of such area by private enterprise.

SECTION 5. That it is hereby found and determined that the revised redevelopment plan for Slum and Blighted Area Redevelopment Project 25th-South Park Way conforms to the general plan of the City of Chicago.

SECTION 6. That it is hereby found and determined that the revised redevelopment plan for the Project Area gives due consideration to the provision of adequate park and recreational areas and facilities, as may be desirable for neighborhood improvements, with special consideration for the health, safety and welfare of children residing in the general vicinity of the site covered by the plan.

SECTION 7. That it is hereby found and determined that the objectives of the revised redevelopment plan cannot be achieved through rehabilitation of the Project Area.

SECTION 8. This ordinance shall be effective upon its passage and approval.

## COMMITTEE ON TRAFFIC AND PUBLIC SAFETY.

### Portion of S. State St. Designated as Service Drive.

The Committee on Traffic and Public Safety submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (as a substitute for a proposed order referred to the committee on September 5, 1969):

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That pursuant to Section 27-306 of the Uniform Traffic Code of Chicago; S. State Street between E. 70th Street and E. 72nd Street is hereby designated as a service drive; and further, pursuant to said section diagonal parking is hereby permitted in said newly-designated service drive.

SECTION 2. This ordinance shall be in force from and after its passage and publication.

On motion of Alderman Wigoda said substitute proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Kerwin, Hoellen, O'Rourke, Wigoda—43.

*Nays*—None.

### Regulations Prescribed, Discontinued or Amended in Reference to Parking of Vehicles on Sundry Streets.

The Committee on Traffic and Public Safety submitted reports recommending that the City Council pass five proposed ordinances transmitted therewith (as substitutes for proposed ordinances previously referred to the committee) in reference to the parking of vehicles on sundry streets.

On separate motions made by Alderman Wigoda *each* of the said substitute proposed ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Kerwin, Hoellen, O'Rourke, Wigoda—43.

*Nays*—None.

Said ordinances as passed read respectively as follows (the Italic heading in each case not being a part of the ordinance):

#### *Prohibitions at All Times against Parking of Vehicles*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. Pursuant to Section 27-413 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle at any time upon the following public ways in the areas indicated:

| *Public Way* | *Area* |
|---|---|
| N. Ashland Avenue (west side) | From a point 20 feet north of W. Rosehill Drive to a point 110 feet north thereof; |
| W. Carmen Avenue (south side) | From a point 95 feet west of N. Marine Drive to a point 140 feet west thereof; |
| N. Clarendon Avenue (west side) | From a point 20 feet south of W. Leland Avenue to a point 50 feet south thereof; |
| W. 56th Street (south side) | From S. Kedzie Avenue to the first alley west thereof; |
| W. Francis Place (north side) | From the first alley east of W. Bingham Street to N. Milwaukee Avenue; |
| W. Grand Avenue (north side) | From N. Noble Street to a point 100 feet west thereof; |
| N. Hudson Avenue (east side) | From a point 125 feet south of W. Belmont Avenue to a point 20 feet south thereof; |
| N. Karlov Avenue (west side) | From a point 20 feet north of W. Cortland Street to a point 25 feet north thereof; |
| N. Knox Avenue (west side) | From a point 282 feet south of W. Cornelia Avenue to a point 30 feet south thereof; |
| W. 43rd Street (south side) | From S. Archer Avenue to S. Kedzie Avenue |
| W. Leland Avenue (south side) | From a point 50 feet east of N. Clarendon Avenue to a point 70 feet east thereof; |
| N. Marine Drive (west side) | From a point 100 feet north to a point 340 feet north thereof; |
| N. Marine Drive (west side) | From a point 20 feet south of W. Montrose Avenue to a point 10 feet south thereof; |
| N. Marine Drive (west side) | From a point 90 feet north of W. Junior Terrace to a point 50 feet north thereof; |
| E. 95th Street (north side) | From S. Wabash Avenue to a point 210 feet west of S. State Street; |
| W. 17th Street (north side) | From a point 293 feet west of S. Wolcott Avenue to a point 120 feet west thereof; |
| S. State Street (east side) | From E. 95th Street to a point 200 feet south thereof; |
| W. Thorndale Avenue (south side) | From a point 30 feet west of N. Clark Street to a point 50 feet west thereof; |
| W. Wabansia Avenue (both sides) | From N. Kilpatrick Avenue to the first alley west thereof; |
| S. Western Avenue (west side) | From a point 250 feet north of W. 65th Street to a point 350 feet north thereof. |

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

#### *Discontinuance or Amendment of Parking Prohibitions at All Times on Portions of Sundry Streets.*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the ordinance passed November 3, 1926, printed on page 4684 of the Journal of the Proceedings of said date, prohibiting parking of vehicles at all times on portions of sundry streets, be and the same is hereby amended by striking therefrom the following:

| | |
|---|---|
| W. Gunnison Street (north side) | From N. Broadway to N. Magnolia Avenue |

and

| | |
|---|---|
| N. Magnolia Avenue (west side) | From W. Lawrence Avenue to W. Gunnison Street". |

SECTION 2. That the ordinance passed November 24, 1926, printed on page 477 of the Journal of the Proceedings of said date, prohibiting parking of vehicles at all times on portions of sundry streets, be and the same is hereby amended by striking therefrom the following:

"Lawrence Avenue At Nos. 933-941—40 feet"

and inserting in lieu thereof the following:

| | |
|---|---|
| "W. Lawrence Avenue (south side) | From a point 160 feet east of N. Sheridan Road to a point 60 feet east thereof". |

SECTION 3. That the ordinance passed November 15, 1963, printed on page 1217 of the Journal of the Proceedings of said date, prohibiting parking of vehicles at all times on portions of sundry streets, be and the same is hereby amended by striking therefrom the following:

| | |
|---|---|
| "W. Parker Avenue (north side) | From a point 110 feet west of N. Kimball Avenue to the first alley west thereof" |

and inserting in lieu thereof:

| | |
|---|---|
| "W. Parker Avenue (both sides) | From N. Kimball Avenue to the first alley west thereof". |

SECTION 4. This ordinance shall take effect and be in force from and after its passage and publication.

*Prohibitions against Parking of Vehicles during Specified Hours on Portions of Sundry Streets*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 27-414 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle upon the following public ways in the areas indicated, during the hours specified:

| *Public Way* | *Limits and Time* |
|---|---|
| E. 86th Street (both sides) | From S. Michigan Avenue to S. State Street—8:00 A.M. to 10:00 A.M.—except on Saturdays, Sundays and holidays; |
| E. 87th Street (north side) | From S. Michigan Avenue to S. Wabash Avenue—8:00 A.M. to 10:00 A.M.—except on Saturdays, Sundays and holidays; |
| E. 58th Street (south side) | From a point 20 feet east of S. University Avenue to a point 65 feet east thereof—8:00 A.M. to 5:00 P.M.—except on Mondays; |
| W. Gunnison Street (south side) | From a point 20 feet east of N. Leclaire Avenue to a point 75 feet east thereof—8:00 A.M. to 10:00 A.M.—except on Saturdays, Sundays and holidays; |
| N. Indian Road (south side) | From N. Central Avenue to N. Luna Avenue—8:00 A.M. to 8:00 P.M.—Sundays only; |
| S. Lafayette Avenue (west side) | From W. 92nd Street to a point 85 feet north of W. 93rd Street—8:00 A.M. to 10:00 A.M.—except on Saturdays, Sundays and holidays; |
| S. Lafayette Avenue (west side) | From W. 93rd Street to a point 185 feet north of W. 94th Street—8:00 A.M. to 10:00 A.M.—except on Saturdays, Sundays and holidays; |
| S. Lafayette Avenue (west side) | From W. 95th Street to S. Wentworth Avenue—8:00 to 10:00 A.M.—except on Saturdays, Sundays and holidays; |
| S. LaSalle Street (both sides) | From W. 95th Street to W. 93rd Street— 8:00 A.M. to 10:00 A.M.—except on Saturdays, Sundays and holidays; |
| | From W. 95th Street to W. 97th Street—8:00 A.M. to 10:00 A.M. except on Saturdays, Sundays and holidays; |
| S. Michigan Avenue (both sides) | From E. 85th Street to E. 88th Street—8:00 A.M. to 10:00 A.M.—except on Saturdays, Sundays and holidays; |
| S. Michigan Avenue (west side) | From E. 95th Street to a point 340 feet north of E. 97th Street—8:00 A.M. to 10:00 A.M.—except on Saturdays, Sundays and holidays; |
| S. Michigan Avenue (east side) | From E. 96th Street to a point 65 feet south of E. 95th Street—8:00 A.M. to 10:00 A.M.—except on Saturdays, Sundays and holidays; |
| S. Michigan Avenue (east side) | From E. 97th Street to a point 95 feet south of E. 96th Street—8:00 A.M. to 10:00 A.M.—except on Saturdays, Sundays and holidays; |
| E. 93rd Street (north side) | From S. State Street to S. Wabash Avenue—8:00 A.M. to 10:00 A.M.—except on Saturdays, Sundays and holidays; |
| E. 93rd Street (both sides) | From S. Wabash Avenue to S. Indiana Avenue—8:00 A.M. to 10:00 A.M.—except on Saturdays, Sundays and holidays; |
| E. 94th Street (south side) | From S. State Street to a point 180 feet east thereof—8:00 A.M. to 10:00 A.M.—except on Saturdays, Sundays and holidays; |
| E. 94th Street (both sides) | From S. Indiana Avenue to a point 180 feet east of S. State Street—8:00 A.M. to 10:00 A.M.—except on Saturdays, Sundays and holidays; |
| W. 94th Street (south side) | From S. Wentworth Avenue to S. Lafayette Avenue—8:00 A.M. to 10:00 A.M.—except on Saturdays, Sundays and holidays; |
| W. 94th Street (north side) | From S. Lafayette Avenue to a point 125 feet east of S. Wentworth Avenue—8:00 A.M. to 10:00 A.M.—except on Saturdays, Sundays and holidays; |
| W. 96th Street (both sides) | From S. Lafayette Avenue to S. Harvard Avenue—8:00 A.M. to 10:00 A.M.—except on Saturdays, Sundays and holidays; |
| W. 97th Street (both sides) | From S. Lafayette Avenue to S. Harvard Avenue—8:00 A.M. to 10:00 A.M.—except on Saturdays, Sundays and holidays; |
| S. Perry Avenue (both sides) | From W. 95th Street to W. 93rd Street— 8:00 A.M. to 10:00 A.M.—except on Saturdays, Sundays and holidays; |
| S. Perry Avenue (both sides) | From W. 95th Street to W. 97th Street—8:00 A.M. to 10:00 A.M.—except on Saturdays, Sundays and holidays; |

| *Public Way* | *Limits and Time* |
|---|---|
| S. Princeton Avenue (both sides) | From W. 95th Street to W. 97th Street—8:00 A.M. to 10:00 A.M.—except on Saturdays, Sundays and holidays; |
| N. Ridge Avenue (west side) | From W. Devon Avenue to W. Thome Avenue—7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M.—except on Saturdays, Sundays and holidays; |
| W. Schubert Avenue (south side) | From a point 105 feet east of N. Western Avenue to a point 70 feet east thereof—8:00 A.M. to 6:00 P.M.—except on Sundays and holidays; |
| S. State Street (east side) | From E. 88th Street to a point 110 feet south of E. 87th Street—8:00 A.M. to 10:00 A.M.—except on Saturdays, Sundays and holidays; |
| S. State Street (east side) | From E. 89th Street to a point 105 feet south of E. 88th Street—8:00 A.M. to 10:00 A.M.—except on Saturdays, Sundays and holidays; |
| S. State Street (east side) | From E. 93rd Street to E. 92nd Street—8:00 A.M. to 10:00 A.M.—except on Saturdays, Sundays and holidays; |
| S. State Street (east side) | From E. 98th Street to a point 200 feet south of E. 95th Street—8:00 A.M. to 10:00 A.M.—except on Saturdays, Sundays and holidays; |
| S. Springfield Avenue (east side) | From W. 111th Street to a point 200 feet north thereof—8:00 A.M. to 10:00 A.M.—except on Saturdays, Sundays and holidays; |
| S. Wabash Avenue (both sides) | From E. 85th Street to E. 88th Street—8:00 A.M. to 10:00 A.M.—except on Saturdays, Sundays and holidays; |
| S. Wabash Avenue (both sides) | From E. 93rd Street to E. 92nd Street—8:00 A.M. to 10:00 A.M.—except on Saturdays, Sundays and holidays; |
| S. Wabash Avenue (east side) | From E. 93rd Street to a point 280 feet south of E. 93rd Street—8:00 A.M. to 10:00 A.M.—except on Saturdays, Sundays and holidays; |
| S. Wabash Avenue (both sides) | From E. 95th Street to a point 280 feet south of E. 93rd Street—8:00 A.M. to 10:00 A.M.—except on Saturdays, Sundays and holidays; |
| W. Walnut Street (north side) | From a point 90 feet west of N. Oakley Boulevard to a point 60 feet west thereof—8:00 A.M. to 6:00 P.M.—except on Saturdays, Sundays and holidays; |
| S. Wentworth Avenue (east side) | From W. 93rd Street to a point 120 feet north of W. 94th Street—8:00 A.M. to 10:00 A.M.—except on Saturdays, Sundays and holidays; |
| S. Wentworth Avenue (east side) | From W. 95th Street to W. 94th Street—8:00 A.M. to 10:00 A.M.—except on Saturdays, Sundays and holidays; |
| S. Wentworth Avenue (west side) | From W. 95th Street to W. 93rd Street—8:00 A.M. to 10:00 A.M.—except on Saturdays, Sundays and holidays; |
| S. Wentworth Avenue (both sides) | From W. 97th Street to a point 125 feet south of W. 95th Street—8:00 A.M. to 10:00 A.M.—except on Saturdays, Sundays and holidays; |
| S. Yale Avenue (both sides) | From W. 95th Street to W. 97th Street—8:00 A.M. to 10:00 A.M.—except on Saturdays, Sundays and holidays. |

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

### *Amendment of Parking Prohibitions during Specified Hours on Portion of S. Central Av.*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the ordinance passed September 5, 1969 printed on page 6025 of the Journal of the Proceedings of said date, prohibiting parking of vehicles during specified hours on portions of sundry streets, be and the same is hereby amended by adding thereto "except on Saturdays, Sundays and holidays" relating to S. Central Avenue (both sides).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

### *Limitation on Parking of Vehicles during Specified Hours on Portions of Certain Streets*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. Pursuant to Section 27-414 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle upon the following public ways in the areas indicated, for a longer time than is herein specified, during the hours designated:

| *Public Way* | *Limits and Time* |
|---|---|
| N. Cicero Avenue (east side) | From W. Parker Avenue to W. Diversey Avenue — 1 hour—9:00 A.M. to 4:00 P.M.—except on Sundays and holidays; |
| N. Honore Street (east side) | From a point 20 feet south of W. Division Street to a point 90 feet south thereof—1 hour—8:00 A.M. to 6:00 P.M.—except on Sundays and holidays; |

| *Public Way* | *Limits and Time* |
|---|---|
| N. Kedzie Boulevard (west curb) (west service drive) | From W. Altgeld Street to a point 400 feet north thereof—1 hour—9:00 A.M. to 6:00 P.M.—except on Saturdays, Sundays and holidays; |
| W. 95th Street (both sides) | From S. Harvard Avenue to a point 120 feet west of S. Perry Avenue—2 hours—8:00 A.M. to 6:00 P.M.—except on Saturdays, Sundays and holidays; |
| E. 95th Street (south side) | From S. Indiana Avenue to S. Michigan Avenue—2 hours—8:00 A.M. to 6:00 P.M.—except on Saturdays, Sundays and holidays; |
| E. 95th Street (south side) | From a point 85 feet west of S. Michigan Avenue to a point 210 feet east of S. State Street—2 hours—8:00 A.M. to 6:00 P.M.—except on Saturdays, Sundays and holidays; |
| E. 95th Street (north side) | From S. Indiana Avenue to S. Michigan Avenue—2 hours—8:00 A.M. to 6:00 P.M.—except on Saturdays, Sundays and holidays; |
| E. 95th Street (north side) | From S. Wabash Avenue to a point 85 feet west of S. Michigan Avenue—2 hours—8:00 A.M. to 6:00 P.M.—except on Saturdays, Sundays and holidays. |

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

### Loading Zones Established on Portions of Specified Streets.

The Committee on Traffic and Public Safety submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith (as a substitute for proposed ordinances previously referred to the committee on May 28, July 29 and September 5, 1969) in reference to establishing loading zones on portions of specified streets.

On motion of Alderman Wigoda said substitute proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Kerwin, Hoellen, O'Rourke, Wigoda—43.

*Nays*—None.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That in accordance with the provisions of Section 27-410 of the Municipal Code of Chicago, the following locations are hereby designated as loading zones for the distances specified, during the hours designated:

| *Public Way* | *Distance and Hours* |
|---|---|
| N. Elston Avenue (east side) | From a point 210 feet east of N. Austin Avenue to a point 30 feet east thereof—8:00 A.M. to 6:00 P.M.—except on Saturdays, Sundays and holidays; |
| W. 58th Street (north side) | From a point 70 feet west of S. Claremont Avenue to a point 65 feet west thereof—8:00 A.M. to 6:00 P.M.—except on Sundays and holidays; |
| W. Grand Avenue (south side) | From a point 60 feet west of N. Lawndale Avenue to a point 25 feet west thereof—9:00 A.M. to 6:00 P.M.—except on Sundays and holidays; |
| S. Racine Avenue (west side) | From a point 210 feet south of W. 85th Street to a point 40 feet south thereof—8:00 A.M. to 6:00 P.M.—except on Sundays and holidays; |
| N. Western Avenue (east side) | From a point 50 feet north of W. Barry Avenue to a point 25 feet north thereof—8:00 A.M. to 6:00 P.M.—except on Saturdays, Sundays and holidays. |

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

### Weight Limitations Established on Portions of Certain Streets.

The Committee on Traffic and Public Safety submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith (as a substitute for proposed ordinances previously referred to the committee) in reference to the establishment of weight limitations on portions of certain streets.

On motion of Alderman Wigoda said substitute proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Kerwin, Hoellen, O'Rourke, Wigoda—43.

*Nays*—None.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 27-418 of the Municipal Code of Chicago, the maximum weight permitted to be carried by any truck or commercial vehicle upon the following public ways between the limits indicated (except for the purposes of delivering or picking up material or merchandise) shall be as follows:

| *Public Way* | *Limits and Maximum Load* |
|---|---|
| W. Altgeld Street | From N. Halsted Street to N. Lincoln Avenue—5 tons; |
| N. Avondale Avenue | From N. Wood Street to N. Winchester Avenue—5 tons; |
| W. Dickens Avenue | From N. Damen Avenue to N. Avondale Avenue—5 tons; |
| S. Ewing Avenue | From E. 112th Street to E. 114th Street—5 tons—except C.T.A. buses; |
| N. Honore Street | From W. Armitage Avenue to N. Avondale Avenue — 5 tons; |
| W. Lill Avenue | From N. Halsted Street to N. Lincoln Avenue—5 tons; |
| W. Ohio Street | From N. Western Avenue to N. Damen Avenue—5 tons; |
| N. Winchester Avenue | From W. Armitage Avenue to N. Avondale Avenue — 5 tons; |
| N. Wolcott Avenue | From W. Armitage Avenue to N. Avondale Avenue — 5 tons; |
| W. Wolfram Street | From N. Lakewood Avenue to N. Southport Avenue — 5 tons; |
| N. Wood Street | From W. Armitage Avenue to N. Avondale Avenue — 5 tons. |

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

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### Vehicular-Traffic Movements Restricted or Amended Relating to Single Directions on Portions of Public Ways.

The Committee on Traffic and Public Safety submitted reports recommending that the City Council pass two proposed ordinances transmitted therewith (as substitutes for proposed ordinances previously referred to the committee on June 23, September 5 and 17, 1969) in reference to the restriction or amendment of vehicular-traffic movements to single directions on portions of certain public ways.

On separate motions made by Alderman Wigoda *each* of the said substitute proposed ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Kerwin, Hoellen, O'Rourke, Wigoda—43.

*Nays*—None.

Said ordinances as passed read respectively as follows (the Italic heading in each case not being a part of the ordinance):

*Vehicular-Traffic Movements Restricted to Single Directions on Portions of Public Ways.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 27-403 of the Municipal Code of Chicago, the operator of a vehicle shall operate such vehicle only in the direction specified below on the public ways between the limits indicated:

| *Public Way* | *Limits and Direction* |
|---|---|
| S. Claremont Avenue | From W. 25th Street to S. Blue Island Avenue—southerly; |
| First alley east of N. Lincoln Avenue | From W. Armitage Avenue to N. Lincoln Avenue—southerly; |
| W. Thorndale Avenue | From N. Spaulding Avenue to N. Jersey Avenue—easterly. |

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

*Ordinances Amended to Restrict Vehicular-Traffic Movement on Portions of Specified Public Ways.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the ordinance passed March 10, 1954, printed on page 7037 of the Journal of the Proceedings of said date, restricting vehicular traffic to single directions on portions of designated locations, be and the same is hereby amended by striking the words "N. Kedzie Avenue" and inserting in lieu thereof N. "Spaulding Avenue" relating to W. Thorndale Avenue.

SECTION 2. That the ordinance passed April 25, 1969, printed on pages 5449-5450 of the Journal of the Proceedings of said date, restricting vehicular traffic to single direction on portions of designated locations, be and the same is hereby amended by striking therefrom the following:

| | |
|---|---|
| "W. Rice Street | Between N. Damen Avenue and N. Western Avenue — westerly" |

and inserting in lieu thereof the following:

| | |
|---|---|
| "W. Rice Street | Between N. Damen Avenue and the first alley east of N. Western Avenue—westerly". |

SECTION 3. That the ordinance passed May 27, 1960, printed on page 2666 of the Journal of the Proceedings of said date, restricting vehicular traffic to single directions on portions of sundry streets, be and the same is hereby amended by striking therefrom the following:

| | |
|---|---|
| "First alley south of W. Division Street | From N. Ridgeway Avenue to N. Monticello Avenue—easterly", |

and

| | |
|---|---|
| "First alley south of W. Grand Avenue | From N. Monticello Avenue to N. Central Park Avenue—easterly". |

SECTION 4. This ordinance shall take effect and be in force from and after its passage and publication.

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### *Failed to Pass*—PROPOSED ORDINANCES AND ORDERS RELATING TO TRAFFIC REGULATIONS, TRAFFIC SIGNS, ETC. *(Adverse Committee Recommendations).*

The Committee on Traffic and Public Safety submitted a report recommending that the City Council *do not pass* sundry proposed ordinances and proposed orders (transmitted with the committee's report) relating to traffic regulations, traffic signs, etc.

Alderman Wigoda moved to concur in the committee's recommendations. The question in reference to each proposed ordinance or proposed order thereupon became: *Shall the proposed ordinance (or proposed order) Pass, notwithstanding the committee's adverse recommendation?;* and the several questions being so put, each of the said proposed ordinances and proposed orders *Failed to Pass,* by yeas and nays as follows: *Yeas*—None; *Nays*—43.

The committee report which lists said proposed ordinances and orders which *Failed to Pass* reads as follows:

CHICAGO, October 29, 1969.

*To the President and Members of the City Council:*

Your Committee on Traffic and Public Safety, begs leave to recommend that Your Honorable Body *Do Not Pass* sundry proposed ordinances and orders submitted herewith (which were referred to Your Committee on November 1, 1967, and June 23, July 8, July 29, September 5 and September 17, 1969) concerning traffic regulations and traffic signs, etc., as follows:

*Proposed Prohibitions at All Times against Parking of Vehicles:*

| | |
|---|---|
| East-west alley from W. Chicago Avenue to W. Rice Street | Between N. Western Avenue and N. Leavitt Street |
| W. 87th Street | At Nos. 1134-1136 |
| North-south portions of "T" alley | Rear of 1900 Block N. Lincoln Avenue and parallel to the Ogden Mall |
| N. Marine Drive | At No. 5030—30 feet |
| N. Noble Street | Alongside No. 1400 W. Grand Avenue—125 feet |
| S. State Street (east side) | From a point 160 feet north of E. 57th Street to a point 45 feet north thereof. |

*Proposed Prohibitions against Parking of Vehicles during Specified Hours:*

| | |
|---|---|
| S. Kedzie Avenue (both sides) | From W. 71st Street to W. 73rd Street—7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M. |

*Proposed Loading Zones:*

| | |
|---|---|
| W. Division Street | At Nos. 4409-4421—8.00 A.M. to 4:30 P.M.—except on Saturdays, Sundays and holidays |
| N. Halsted Street | At No. 3514 |
| S. Plymouth Court | At No. 431—50 feet. |

*Proposed Weight Limitation:*

| | |
|---|---|
| East-west alley between W. Chicago Avenue and W. Rice Street | From N. Western Avenue to N. Leavitt Street—5 tons. |

*Proposed "One-Way" (Single Direction) Streets:*

| | |
|---|---|
| East-west alley south of W. Lawrence Avenue | Between N. Karlov Avenue and N. Keystone Avenue—easterly |
| N. Nora Avenue | Between W. Belmont Avenue and W. Addison Street. |

*Proposed Speed Limitation:*

| | |
|---|---|
| N. Paris Avenue | Between W. Irving Park Road and W. Addison Street—30 miles per hour. |

*Miscellaneous*
*(Referred to Your Committee on the dates noted in parentheses):*

(September 17, 1969) Proposed ordinance to repeal ordinance passed July 22, 1952, limiting parking at all times, by striking therefrom the following N. Kedzie Boulevard (west curb of the West Service Drive) from W. Altgeld Street to W. Logan Boulevard;

(July 29, 1969) Proposed ordinance to amend ordinance passed August 14, 1967, prohibiting parking during specified hours, by striking W. Peterson Avenue (north side) from a point 200 feet east of N. Cicero Avenue to N. Cicero Avenue—4:00 P.M. to 6:00 P.M.;

(July 29, 1969) Proposed order for "Slow-Caution" signs at intersections with the north-south alley immediately west of and parallel to N. Clark Street between W. Fullerton Avenue and W. Arlington Place, between W. Deming Place and W. Arlington Place, and between W. Wrightwood Avenue and W. Deming Place;

(May 28, 1969) Proposed order for "Stop" signs at W. Schubert Avenue (both sides) east and west of N. Wayne Avenue;

(August 13, 1968) Proposed order for additional "Stop" signs at W. 77th Street and S. Stewart Avenue;

(June 23, 1969) Proposed order for "Stop" signs at S. Green Bay Avenue and E. 103rd Street;

(July 29, 1969) Proposed order for "Stop" signs at W. Wrightwood Avenue, W. Deming Place and W. Arlington Place entrances to the north-south alley west of and parallel to N. Clark Street;

(September 5, 1969) Proposed order for "Stop" signs at E. 133rd Street and S. Avenue M;

(June 26, 1968) Proposed order for "4-Way Stop" signs at E. 86th Street and S. East End Avenue;

(July 8, 1969) Proposed order for "4-Way Stop" signs at N. Lockwood Avenue and W. Berteau Avenue;

(July 8, 1969) Proposed resolution for appropriate traffic controls on W. Thorndale Avenue between N. Jersey Avenue and N. Kimball Avenue.

Respectfully submitted,

(Signed) PAUL T. WIGODA,
*Chairman.*

# MATTERS PRESENTED BY THE ALDERMEN

**(Presented by Wards, in Order, Beginning with the First Ward).**

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Claims.
4. Unclassified Matters (arranged in order according to Ward numbers).
5. Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection and Water Rate Exemptions, Etc.

*Proposed ordinances, orders and resolutions, described below, were presented by the aldermen named, as noted. Except where otherwise noted or indicated hereinbelow, unanimous consent was given to permit action by the City Council on each of said proposed ordinances, orders and resolutions without previous committee consideration, in accordance with the provisions of Council Rule 43.*

## 1. TRAFFIC REGULATIONS, TRAFFIC SIGNS AND TRAFFIC-CONTROL DEVICES.

### *Referred*—PROPOSED ORDINANCE TO EXTEND PARKING-METER AREA ON PORTION OF N. ELSTON AV.

Alderman Laurino (39th Ward) presented a proposed ordinance to extend the parking-meter area on the east side of N. Elston Avenue to include the premises at No. 4391; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—PROPOSED ORDINANCES TO PROHIBIT AT ALL TIMES PARKING OF VEHICLES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit at all times the parking of vehicles at the locations designated, for the distances specified, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Location and Distance* |
|---|---|
| Roti (1st Ward) | S. Ada Street (both sides) between W. 18th Street and the first alley north of W. 17th Street |
| | S. Canal Street (west side) between W. Polk Street and a point 411 feet north thereof |
| | W. 17th Street (both sides) between S. Ada Street and the first alley west thereof |
| Lupo (9th Ward) | S. Brainard Avenue (east side) between E. 134th Street and a point 100 feet north of S. Commercial Avenue |
| Shannon (17th Ward) | S. Emerald Avenue, at No. 7626 (at driveway) |
| Kuta (23rd Ward) | W. 55th Street (north side) between S. Lockwood Avenue and a point 110 feet west thereof |
| Marzullo (25th Ward) | W. 15th Place (north side) between S. Washtenaw Avenue and No. 2750 |
| | W. 15th Place (south side) opposite the premises at No. 2750 (at driveways) |
| Laurino (39th Ward) | W. Peterson Avenue, at No. 4102 |
| Scholl (41st Ward) | N. Olympia Avenue (west side) between N. Olmsted Avenue and the first alley north thereof |
| Cullerton (for Fried, 42nd Ward) | W. Campbell Place between N. LaSalle and N. Clark Streets |
| Kerwin (46th Ward) | W. Grace Street, at No. 810 (at driveways). |

### *Referred*—PROPOSED ORDINANCE TO DISCONTINUE PROHIBITION AGAINST PARKING OF VEHICLES AT ALL TIMES ON PORTION OF S. HOYNE AV.

Alderman Swinarski (12th Ward) presented a proposed ordinance to discontinue the prohibition against the parking of vehicles at all times on both sides of S. Hoyne Avenue between W. 32nd and W. 33rd Streets; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—PROPOSED ORDINANCE TO CHANGE AREAS OF PARKING PROHIBITION AT ALL TIMES ON PORTIONS OF W. 63RD ST. AND S. CENTRAL AV.

Alderman Kuta (23rd Ward) presented a proposed ordinance to prohibit the parking of vehicles at all times on the north side of W. 63rd Street between S. Cicero Avenue and a point 200 feet east of S. Central Avenue (instead of between S. Cicero and S. Central Avenues); the west side of S. Central Avenue between W. 55th and W. 63rd Streets and the east side of S. Central Avenue between W. 55th Street and a point 200 feet north of W. 63rd Street (instead of between W. 55th and W. 63rd Streets); which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—PROPOSED ORDINANCE TO CHANGE AREA OF PARKING PROHIBITION AT ALL TIMES ON PORTION OF N. ELSTON AV.

Alderman Laurino (39th Ward) presented a proposed ordinance to prohibit the parking of vehicles at all times on the east side of N. Elston Avenue between the north property line of the premises at No. 4391 and W. Montrose Avenue (instead of between No. 4391 and W. Montrose Avenue); which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—Proposed Ordinances to Prohibit Parking of Vehicles during Specified Hours at Specified Locations.

The aldermen named below presented proposed ordinances to prohibit the parking of vehicles, during the hours designated, at the locations specified, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Location, Distance and Time* |
|---|---|
| Kuta (23rd Ward) | W. 50th Street (both sides) between S. Pulaski Road and S. Karlov Avenue—7:00 A.M. to 10:00 A.M. |
| Zydlo (26th Ward) | N. Western Avenue (east side) between a point 200 feet north of W. Augusta Boulevard and a point 200 feet north thereof—4:00 P.M. to 6:00 P.M. (except on Saturdays, Sundays and holidays) |
| Keane (31st Ward) | W. Potomac Avenue (south side) between N. Central Park Avenue and the first alley west thereof—8:30 A.M. to 4:00 P.M. (except on Saturdays, Sundays and holidays) |
| Sande (for Fifielski, 45th Ward) | W. Montrose Avenue (south side) between N. Cicero Avenue and a point 200 feet west thereof—4:00 P.M. to 6:00 P.M. (except on Saturdays, Sundays and holidays) |
| Hoellen (47th Ward) | N. Marshfield Avenue (east side) between a point 20 feet north of W. Byron Street and a point 40 feet north thereof —8:00 A.M. to 10:00 P.M. (Sundays only). |

### *Referred*—Proposed Ordinances to Discontinue Prohibition against Parking of Vehicles during Specified Hours on Portions of Certain Streets.

The aldermen named below presented proposed ordinances to discontinue the prohibition against the parking of vehicles during specified hours at the locations specified, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Location and Distance* |
|---|---|
| Despres (5th Ward) | E. Hyde Park Boulevard (south side) between S. Hyde Park Boulevard and S. Blackstone Avenue |
| Hines (18th Ward) | W. 86th Place between S. Summit Avenue and S. Sangamon Street |
| Kuta (23rd Ward) | S. Mason Avenue (both sides) between W. 51st and W. 52nd Streets |
| | S. Mayfield Avenue (both sides) between W. 51st and W. 52nd Streets |
| [Kuta (23rd Ward)] | S. Monitor Avenue (both sides) between W. 51st and W. 52nd Streets |
| McMahon (30th Ward) | W. Haddon Avenue (south side) between S. Kostner and S. Kilbourn Avenues. |

### *Referred*—Proposed Ordinances to Limit Parking of Vehicles during Specified Hours at Specified Locations.

The aldermen named below presented proposed ordinances to limit the parking of vehicles to the periods specified, during the hours designated, at the locations specified, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Location, Distance and Time* |
|---|---|
| Laskowski (35th Ward) | N. Lowell Avenue (west side) between W. Barry and W. Belmont Avenues—two hours—8:00 A.M. to 4:00 P.M. (except on Saturdays, Sundays and holidays) |
| Scholl (41st Ward) | N. Elston Avenue, at No. 5961 —one hour—8:00 A.M. to 6:00 P.M. (except on Saturdays, Sundays and holidays) |
| Sande (for Fifielski, 45th Ward) | W. Berwyn Avenue (south side) between N. Leamington Avenue and the first alley east thereof—two hours—9:00 A.M. to 4:00 P.M. (except on Saturdays, Sundays and holidays). |

### *Referred*—Proposed Ordinances to Establish Loading Zones at Sundry Locations.

The aldermen named below presented proposed ordinances to establish loading zones at the locations designated, for the distances specified, and for limited periods where so indicated, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Location, Distance and Time* |
|---|---|
| Campbell (20th Ward) | S. State Street (east side) between a point 75 feet south of E. 61st Street and a point 143 feet south thereof |
| Marzullo (25th Ward) | W. 25th Street (south side) between S. Western Avenue and the first alley west thereof—8:00 A.M. to 6:00 P.M. |
| Zydlo (26th Ward) | W. Kinzie Street, at Nos. 1024-1040—8:00 A.M. to 5:00 P.M. (except on Saturdays, Sundays and holidays) |
| Singer (44th Ward) | N. Lincoln Avenue, at No. 2735 between the north and south building lines—7:00 A.M. to 5:00 P.M. |

### *Referred*—Proposed Ordinance to Fix Weight Limit of Five Tons for Vehicles on Portion of W. Wrightwood Av.

Alderman Singer (44th Ward) presented a proposed ordinance to fix a weight limit of five tons for trucks and commercial vehicles on W. Wrightwood Avenue in the No. 800 block; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—PROPOSED ORDINANCES TO RESTRICT MOVEMENT OF VEHICULAR TRAFFIC TO SINGLE DIRECTIONS ON SPECIFIED PUBLIC WAYS.

The aldermen named below presented proposed ordinances to restrict the movement of vehicular traffic to the direction indicated in each case, on specified public ways, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Public Way, Distance and Direction* |
|---|---|
| Burke (14th Ward) | North-south alley immediately west of S. Halsted Street between W. 50th Place and W. 50th Street—northerly |
| Sheridan (16th Ward) | S. May Street between W. 63rd and W. 71st Streets—southerly |
| | S. Aberdeen Street between W. 71st and W. 63rd Streets—northerly |
| | S. Carpenter Street between W. 63rd and W. 71st Streets—southerly |
| Shannon (17th Ward) | S. Emerald Avenue between W. 78th and W. 79th Streets—southerly. |

### *Referred*—PROPOSED ORDINANCES TO DISCONTINUE RESTRICTION OF MOVEMENT OF VEHICULAR TRAFFIC TO SINGLE DIRECTIONS ON SPECIFIED PUBLIC WAYS.

The aldermen named below presented proposed ordinances to discontinue the restriction of movement of vehicular traffic to single directions on specified public ways, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Street, Distance and Direction* |
|---|---|
| Roti (1st Ward) | S. Michigan Avenue between E. Roosevelt Road and E. Cermak Road—southerly |
| Despres (5th Ward) | E. 54th Street between S. Drexel and S. Cottage Grove Avenues—westerly. |

### *Referred*—PROPOSED ORDERS FOR INSTALLATIONS OF TRAFFIC SIGNS.

The aldermen named below presented proposed orders for installations of traffic signs, of the nature indicated and at the locations specified, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Location and Type of Sign* |
|---|---|
| Roti (1st Ward) | S. State Street and E. and W. Cermak Road—"School Zone" |
| | S. Federal Street and W. Cermak Road—"School Zone" |
| | Dan Ryan Expressway and W. Cermak Road—"School Zone" |
| | S. Clark Street and S. Archer Avenue—"School Zone" |
| | S. Federal and W. 24th Streets—"School Zone" |
| Burke (14th Ward) | S. Elizabeth Street along the No. 5600 Block—"Slow-Children Playing" |
| Shannon (17th Ward) | W. 66th Street and S. Harvard Avenue—"4-Way Stop" |
| Cullerton (38th Ward) | W. George Street and N. Sayre Avenue—"4-Way Stop". |

### *Referred*—PROPOSED ORDER FOR INSTALLATION OF PEDESTRIAN CONTROL SIGNALS AT SPECIFIED INTERSECTIONS.

Alderman Roti (1st Ward) presented a proposed order for the installation of pedestrian control signals at the intersections of W. Cermak Road and S. Federal Street, and W. 24th and S. Federal Streets; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—PROPOSED ORDINANCE FOR INSTALLATION OF PEDESTRIAN CONTROL SIGNALS AT SPECIFIED INTERSECTION.

Alderman Singer (44th Ward) presented a proposed ordinance for the installation of pedestrian control signals at the triangular intersection of W. Fullerton Avenue, N. Halsted Street and N. Lincoln Avenue; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—PROPOSED ORDERS FOR INSTALLATIONS OF TRAFFIC-CONTROL SIGNALS.

Alderman Laurino (39th Ward) presented three proposed orders for installations of "Stop and Go" lights at the intersections of W. Devon and N. Lemont Avenues, N. Cicero and W. Warner Avenues, and N. Cicero and W. Berteau Avenues; which were *Referred to the Committee on Traffic and Public Safety.*

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## 2. ZONING ORDINANCE AMENDMENTS.

### *Referred*—PROPOSED ORDINANCE TO RECLASSIFY PARTICULAR AREA.

Alderman Lupo (9th Ward) presented a proposed ordinance for amendment of the Chicago Zoning Ordinance, for the purpose of reclassifying a particular area, which was *Referred to the Committee on Buildings and Zoning,* as follows:

> To classify as a C2-3 General Commercial District instead of an M3-3 Heavy Manufacturing District the area shown on Map No. 26-D bounded by
>
> > a line 1047.25 feet northwest of the center line of S. Doty Avenue; a line drawn from a point 1074.73 feet north of the center line of E. 111th Street and 1047.25 feet northwest of the center line of S. Doty Avenue to a point 650 feet north of the center line of E. 111th Street along the center line of S. Doty Avenue; S. Doty Avenue; and E. 111th Street.

## 3. CLAIMS.

Claims against the City of Chicago were presented by the aldermen designated below, respectively, for the claimants named, which were *Referred to the Committee on Finance,* as follows:

| *Alderman* | *Claimant* |
|---|---|
| Roti (1st Ward) | Second Presbyterian Church |
| Holman (4th Ward) | Mr. Earl Brown |
| Swinarski (12th Ward) | Mrs. A. Janys |
| Sheridan (16th Ward) | Mrs. Rubynn M. English |
| Hines (18th Ward) | Joseph Faculak, The Catholic Bishop of Chicago (St. Bede The Venerable Church) |
| Marzullo (25th Ward) | Mr. M. Marcono |
| Zydlo (26th Ward) | Angelo Petrillo |
| Laurino (39th Ward) | John F. Newman |
| Simon (40th Ward) | Joseph Weisz |
| Scholl (41st Ward) | M. Schmidt |
| Sande (for Fifielski, 45th Ward) | Dan Billoc |
| Hoellen (47th Ward) | Samuel M. Duxler & Co. |
| Sperling (50th Ward) | The Catholic Bishop of Chicago (St. Henry Church). |

## 4. UNCLASSIFIED MATTERS

### (Arranged in Order According to Ward Numbers).

***Proposed ordinances, orders and resolutions were presented by the aldermen named below, respectively, and were acted upon by the City Council in each case in the manner noted, as follows:***

### Presented by ALDERMAN ROTI (1st Ward):

*Referred*—PROPOSED ORDINANCES FOR GRANTS OF PRIVILEGES IN PUBLIC WAYS.

Two proposed ordinances for grants of privileges in public ways, which were *Referred to the Committee on Local Industries, Streets and Alleys,* as follows:

> The Cuneo Press, Inc.: to maintain and use an existing two-story covered bridge or passageway over and across S. Grove Street southerly of W. Cermak Road, connecting the fifth and sixth floors of the buildings located on both sides of S. Grove Street at W. Cermak Road;
>
> Harris Trust and Savings Bank: to excavate for, install, maintain, operate, use, remove, replace and repair private hot water pipe lines for a distance of approximately 200 lineal feet under the sidewalk fronting on S. Franklin Street and for a distance of approximately 172 lineal feet under the sidewalk fronting on W. Monroe Street, for the purpose of melting snow in front of and alongside of the premises of the grantee at No. 311 W. Monroe Street.

*Referred*—PROPOSED ORDINANCES FOR ESTABLISHMENT OF TAXICAB STANDS.

Also two proposed ordinances for establishment of taxicab stands at locations, as follows:

> Taxicab Stand No. 457 on W. Wacker Drive, along the south curb, from a point 96 feet west of the west building line of N. Dearborn Street to a point 40 feet west thereof—2 vehicles;
>
> Taxicab Stand No. 458 on W. Polk Street, along the north curb, from a point 20 feet east of the east lot line of S. Halsted Street to a point 80 feet east thereof—4 vehicles.

—*Referred to the Committee on Local Transportation.*

### Presented by ALDERMAN HUBBARD (2nd Ward):

**Drafting of Resolution for Opening Portion of E. Pershing Road, Etc.**

**A proposed order reading as follows:**

*Ordered,* That the Commissioner of Public Works is hereby directed to prepare a resolution for opening 75 feet of additional right of way on the south side of E. Pershing Road between S. Cottage Grove Avenue and S. Langley Avenue, and 31 feet of additional right of way on the west side of S. Cottage Grove Avenue between E. Oakwood Boulevard and a line 75 feet south of and parallel with the south line of E. Pershing Road, for the City of Chicago (Department of Urban Renewal) Project Pershing-Cottage Grove; said resolution to be transmitted to the Committee on Local Industries, Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Hubbard said proposed order was *Passed.*

### Presented by ALDERMAN HOLMAN (4th Ward):

**Members of Congress Memorialized to Appropriate Funds for Pilot Program for Development of Project for Treatment and Rehabilitation of Alcoholics.**

A proposed resolution reading as follows:

WHEREAS, The Commission for the Rehabilitation of Persons of the City of Chicago has submitted a proposal to the United States Department of Health, Education and Welfare under the provisions of Title III, Part C of Public Law 90-574 "Alcoholic Rehabilitation Act of 1968" for partial financial assistance from the U.S. Department of

Health, Education and Welfare to the City of Chicago for the construction and staffing of a fifty bed pilot unit to be located at No. 2828 W. 31st Street, contiguous to Chicago's Alcoholic Treatment Center for the detoxification, treatment and rehabilitation of homeless and indigent male and female alcoholics; and

WHEREAS, Such a pilot project is desperately needed in the City of Chicago to provide a more effective approach in dealing with the homeless, indigent, and problem drinker; and

WHEREAS, In the light of recent Supreme Court decisions, such as Easter v. District of Columbia, Diver v. Hunnant and Powell v. Texas, it is imperative that this City develop an alternative to treating drunkenness within the criminal system; and

WHEREAS, Four million dollars has been provided in the federal budget under the Community Mental Health Act for these purposes, but to date, no money has been appropriated by the federal government for such programs; now, therefore,

*Be It Resolved,* That the Mayor and the members of the City Council of the City of Chicago in meeting assembled this 29th day of October, 1969, memorialize the Honorable Harold Hughes, United States Senator from Iowa, Subcommittee Chairman of the Committee on Alcohol and Narcotic Problems of the Senate Committee on Labor and Public Welfare, and the United States Senators from Illinois, the Honorable Charles Percy and the Honorable Ralph Smith, and all the members of Congress from this State, to exert every effort and use their good offices to have the funds appropriated under Public Law 90-574, so that the pilot program for the development of a project for the detoxification, treatment and rehabilitation of alcoholics can be funded for the City of Chicago; and

*Be It Further Resolved,* That the Honorable Harold Hughes, United States Senator from Iowa, the United States Senators from Illinois, the Honorable Charles Percy and the Honorable Ralph Smith, as well as all the members of Congress from the State of Illinois, receive a copy of this resolution.

Alderman Holman moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed resolution. The motion *Prevailed.*

On motion of Alderman Holman said proposed resolution was *Adopted.*

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## Presented by
## ALDERMAN DESPRES (5th Ward):

### Warm Welcome Extended to Province of Quebec, Canada, on Recent Opening of Chicago Office.

A proposed resolution reading as follows:

WHEREAS, In recognition of Chicago's commercial, financial and economic importance, the Province of Quebec, Canada, has this month opened an official "Quebec Office" in Chicago and designated an Economic Counsellor in charge. The action reaffirms the ties of more than three centuries between Chicago and Quebec, going back to the voyages, commenced in Quebec, of the first explorers ever to come to Chicago, including Father Marquette and Robert Cavelier de la Salle; now, therefore,

*Be It Resolved by the City Council of the City of Chicago,* That the City of Chicago warmly welcomes the opening of the Quebec Office in Chicago.

Alderman Despres moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed resolution. The motion *Prevailed.*

On motion of Alderman Despres said proposed resolution was *Adopted.*

### Congratulations Extended St. Thomas the Apostle Church on Celebration of Centennial Anniversary.

Also a proposed resolution reading as follows:

WHEREAS, In October 1969, Saint Thomas the Apostle Church, Fifty-fifth Street and Kimbark Avenue, celebrated the hundredth anniversary of its founding. From its beginnings until today, it has occupied the same site in the Hyde Park community. Its parishioners, priests, and nuns have included distinguished persons from all walks of life. Throughout its hundred years, it served as parish church, beautified the neighborhood, and enriched the community; now, therefore,

*Be It Resolved by the City Council of the City of Chicago,* That Chicago notes with pride the Centennial of Saint Thomas the Apostle Church; extends congratulations on its hundred year record of service and achievement; and expresses the profound good wishes of an appreciative city for many glorious years.

Alderman Despres moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed resolution. The motion *Prevailed.*

On motion of Alderman Despres said proposed resolution was *Adopted.*

### WRITTEN REQUESTS TO COMMITTEE CHAIRMEN FOR REPORTS AS TO COMMITTEE ACTION ON PENDING PROPOSED ORDINANCES AND RESOLUTIONS.

Also written requests to the Chairmen of the Committees noted below, under Council Rule 43, for reports as to what action, if any, has been taken by the committees in regard to the following proposed ordinances and resolutions:

1. Proposed ordinance to amend regulations governing safeguards during construction periods of buildings (referred to the Committee on Buildings and Zoning on November 15, 1968, C. J. page 3807).
2. Proposed ordinance to increase penalty provisions concerning enforcement of buildings, electrical and fire regulations (referred to the Committee on Buildings and Zoning on May 14, 1969, C. J. page 5538).
3. Proposed ordinance to amend regulations governing beneficiaries of policemen's death benefit fund (referred to the Committee on Finance on March 14, 1969, C. J. page 5150).
4. Proposed resolution for establishment of trauma centers in hospitals for accident victims (referred to the Committee on Health on March 6, 1968, C. J. page 2362).
5. Proposed ordinance to amend air pollution control ordinance to limit appeal board consideration of appeals to a maximum of ninety days

(referred to the Committee on Health on July 11, 1968, C. J. page 3385).

6. Proposed ordinance to repeal ordinance granting extension of time for compliance with provisions of Section 17-25 (3) (a) of Municipal Code governing pollution of air by sulphur dioxide (referred to the Committee on Health on July 8, 1969, C. J. page 5787).
7. Proposed resolution for preparation of adequate index to Municipal Code of Chicago (referred to the Committee on Judiciary on June 23, 1969, C. J. page 5700).

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### Presented by
### ALDERMAN DESPRES (5th Ward) and OTHERS:

*Referred*—PROPOSED RESOLUTION CONCERNING CITY'S POLICY ON PRIVATE REFUSE DUMP OPERATIONS, ETC.

A proposed resolution (presented by Aldermen Despres, Rayner, Simon, Scholl, Hoellen, O'Rourke and Sperling) to request the Commissioner of Streets and Sanitation to furnish to each alderman a complete report concerning the City's policy on private refuse dump operations, licensing, inspections, etc.—*Referred to the Committee on Health.*

*Referred*—PROPOSED RESOLUTION TO MEMORIALIZE U.S. SENATE TO CONTINUE IN EXISTENCE SELECT COMMITTEE ON NUTRITION AND HUMAN NEEDS.

Also a proposed resolution (presented by Aldermen Despres, Hubbard, Rayner, Cousins, Simon and Singer) to memorialize the United States Senate to continue in existence the Select Committee on Nutrition and Human Needs.

Alderman Despres moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed resolution. The motion to Suspend the Rules was *Lost.*

Whereupon said proposed resolution was *Referred to the Committee on Judiciary.*

*Referred*—PROPOSED RESOLUTION TO URGE U.S. DEPT. OF DEFENSE TO REMOVE NIKE MISSILE SITES ON CHICAGO'S LAKEFRONT AT 55TH ST. PROMONTORY AND JACKSON PARK.

Also a proposed resolution (presented by Aldermen Despres, Rayner, Cousins and Buchanan) to urge the U.S. Department of Defense to remove the two Nike missile sites on Chicago's lakefront at the 55th Street promontory and in Jackson Park.—*Referred to the Committee on Judiciary.*

*Referred*—PROPOSED ORDINANCE FOR NEW REGULATIONS GOVERNING MODEL AREA COUNCIL ELECTIONS PERTAINING TO COMPREHENSIVE CITIES DEMONSTRATION PROGRAM.

Also a proposed ordinance (presented by Aldermen Despres, Rayner, Cousins, Singer and O'Rourke) to amend the Municipal Code of Chicago by adding thereto Chapter 202 to be entitled "Model Area Council Elections" pertaining to Comprehensive Cities Demonstration Program of Chicago.—*Referred to the Committee on Planning and Housing.*

### Presented by
### ALDERMAN RAYNER (6th Ward):

*Referred*—PROPOSED ORDINANCES FOR ESTABLISHMENT OF TAXICAB STANDS.

Two proposed ordinances for establishment of taxicab stands at specified locations, which were *Referred to the Committee on Local Transportation,* as follows:

> Taxicab Stand No. 459 on S. South Chicago Avenue, along the east curb, from the north building line of the premises known as No. 6717 S. South Chicago Avenue, to a point 18 feet south thereof, and resuming at a point 10 feet south of the south line of the driveway of the premises known as No. 6717 S. South Chicago Avenue, extending 20 feet south thereof—2 vehicles;
>
> Taxicab Stand No. 460 on S. South Chicago Avenue, along the west curb, from a point 105 feet south of the south lot line of E. 67th Street to a point 80 feet south thereof—4 vehicles.

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### Presented by
### ALDERMAN RAYNER (6th Ward) and OTHERS:

*Referred*—PROPOSED RESOLUTION TO MEMORIALIZE U.S. SENATE TO NOT CONFIRM APPOINTMENT OF JUDGE CLEMENT HAYNSWORTH, JR. AS SUPREME COURT JUSTICE.

A proposed resolution (presented by Aldermen Rayner, Hubbard, Despres, Cousins, Frost, Biggs, Simon and Singer) to memorialize the United States Senate to not confirm the appointment of Judge Clement Haynsworth, Jr. as a Supreme Court Justice. —*Referred to the Committee on Finance.*

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### Presented by
### ALDERMAN COUSINS (8th Ward):

#### Building Declared Public Nuisance and Ordered Demolished.

A proposed ordinance reading as follows:

> WHEREAS, The building located at No. 8022 S. Kimbark Avenue (fire-gutted) is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; therefore
>
> ***Be It Ordained by the City Council of the City of Chicago:***
>
> SECTION 1. The building located at No. 8022 S. Kimbark Avenue (fire-gutted) is declared a public nuisance, and the Commissioner of Buildings is authorized and directed to demolish the same.
>
> SECTION 2. This ordinance shall be effective upon its passage.

On motion of Alderman Cousins said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Kerwin, Hoellen, O'Rourke, Wigoda—43.

*Nays*—None.

### Presented by
### ALDERMAN COUSINS (8th Ward) and OTHERS:

*Referred*—PROPOSED ORDINANCE FOR NEW REGULATIONS GOVERNING TREES ON CITY PROPERTY WHICH HAVE ENDANGERED OR BROKEN SEWERS, WATER PIPING, SIDEWALKS, BUILDING FOUNDATIONS, ETC.

A proposed ordinance (presented by Aldermen Cousins, Hubbard, Despres, Rayner and Singer) to amend Chapter 32 of the Municipal Code of Chicago by adding thereto new Section 32-14.1 to provide for new regulations concerning dead or living trees on City property which have endangered, broken or clogged sewers, water piping, sidewalks or building foundations, etc.—*Referred to the Committee on Forestry and Recreation.*

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### Presented by
### ALDERMAN SWINARSKI (12th Ward):

*Referred*—PROPOSED ORDINANCE TO AMEND REGULATIONS GOVERNING FEES FOR LICENSING OF DOGS, ETC.

A proposed ordinance to amend Chapter 98 of the Municipal Code of Chicago, which was *Referred to the Committee on Finance,* as follows:

By substituting for Section 98-27.3 a new section to read as follows:

> "98-27.3. The fee for each license shall be ten dollars. The license shall be effective for the lifetime of the dog.";

By striking out from Section 98-28 the language "The shape of such metallic tag shall be changed each year, and it shall have stamped thereon the year for which the fee is paid".; and

By adding the following new paragraph to Section 98-29:

> "Each year the certificate of innoculation against rabies shall be sent to the City Clerk who shall enter the certificate number in said book. If a certificate of innoculation is not received by April 30 of the following year and each succeeding year thereafter, the City Clerk shall revoke the license."

*Referred*—PROPOSED ORDERS FOR PAVING OF ALLEYS BY SPECIAL ASSESSMENT.

Also three proposed orders to request the Board of Local Improvements to institute necessary proceedings to pave by special assessment the roadways of certain alleys, which were *Referred to the Committee on Local Industries, Streets and Alleys,* as follows:

Alley in the block bounded by W. 36th Place, W. 36th Street, S. Rockwell Street and S. Washtenaw Avenue;

Alley in the block bounded by W. 45th Street, W. 46th Street, S. Kedzie Avenue and S. Sawyer Avenue;

First north-south alley east of S. Millard Avenue from W. 53th Street to W. 54th Street.

### Presented by
### ALDERMAN CAMPBELL (20th Ward):

### Creation of Special Committee on Hiring, Appointment and Promotion Practices of Contractors Doing Business with City.

A proposed resolution reading as follows:

WHEREAS, There is a need, during this era of questioning and doubt by some of the citizenry, to reaffirm the commitment of the City Government of Chicago, that contractors doing business with the City of Chicago are doing their utmost to insure that all citizens share equally in the opportunity for employment, both inside the City Government and by contractors dealing with the City Government; and

WHEREAS, The City of Chicago is committed to do its utmost; and

WHEREAS, This commitment should be continued in full force; now, therefore,

*Be It Resolved* That, the City Council hereby creates the Chicago City Council Special Committee to consist of Aldermen Kenneth E. Campbell as Chairman, Fred D. Hubbard, Ralph H. Metcalfe, Claude W. B. Holman, William H. Shannon, Wilson Frost, George W. Collins and Robert Biggs, for the purpose of investigating the appointment, hiring and promotion practices of those contractors doing business with the City of Chicago to assure that said contractors are adhering to the principle of equal employment opportunity for all.

Alderman Campbell moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed resolution. The motion *Prevailed.*

On motion of Alderman Campbell said proposed resolution was *Adopted,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, McCutcheon, Singer, Kerwin, O'Rourke, Wigoda—40.

*Nays*—None.

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### Presented by
### ALDERMAN SAIN (27th Ward):

### Issuance of Canopy Permit Authorized.

A proposed order reading as follows:

*Ordered,* That the City Comptroller is hereby authorized to issue a permit to The Northern Trust Company and Howard Linn, not individually, but as Trustees under Trust No. 10801, dated November 5, 1920, to maintain an existing canopy over the sidewalk in N. Canal Street, attached to the building or structure located at No. 111 N. Canal Street, for a period of ten years from and after May 22, 1969, in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Buildings and the Chief Fire Prevention Engineer, said canopy not to exceed 25 feet in length nor 12 feet in width: upon the filing of the application and bond and payment of the initial compensation provided for by ordinances relating to the construction and maintenance of canopies.

On motion of Alderman Sain said proposed order was *Passed.*

*Referred*—PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE IN PUBLIC WAY.

Also a proposed ordinance for a grant of permission and authority to Hooker Glass & Paint Mfg. Company to maintain and use an existing loading device consisting of pulleys, cables, a motor and a welded steel platform with an hydraulic device to adjust the platform level, and when in use protrudes into the 20-foot strip of land laid out as a service driveway on the east side of land taken for the northwest expressway south of W. Washington Boulevard.—*Referred to the Committee on Local Industries, Streets and Alleys.*

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### Presented by ALDERMAN JAMBRONE (28th Ward):

*Referred*—PROPOSED ORDER TO REPLACE SEWERS, CATCHBASINS AND MANHOLES IN NO. 2400 BLOCK OF W. HURON ST., ETC.

A proposed order to direct the Commissioner of Public Works, through the Commissioner of Water and Sewers, to replace sewers, catchbasins and manholes in the No. 2400 Block of W. Huron Street; also to direct the Commissioner of Streets and Sanitation to restore to grade the street pavement in aforesaid block, including the installation of new curbs and gutters.—*Referred to the Committee on Finance.*

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### Presented by ALDERMAN BIGGS (29th Ward):

#### Buildings Declared Public Nuisances and Ordered Demolished.

A proposed ordinance reading as follows:

WHEREAS, The buildings at the following locations, to wit:

No. 4128 W. 15th Street, and
Northeast corner of W. 5th Avenue and S. Kedzie Avenue (garage),

are so deteriorated and weakened that each is structurally unsafe and a menace to life and property in its vicinity; therefore

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The buildings at the following locations, to wit:

No. 4128 W. 15th Street, and
Northeast corner of W. 5th Avenue and S. Kedzie Avenue (garage),

are declared public nuisances, and the Commissioner of Buildings is authorized and directed to demolish the same.

SECTION 2. This ordinance shall be effective upon its passage.

On motion of Alderman Biggs said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Kerwin, Hoellen, O'Rourke, Wigoda—43.

*Nays*—None.

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### Presented by ALDERMAN AIELLO (36th Ward):

*Referred*—PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE IN PUBLIC WAY.

A proposed ordinance for a grant of permission and authority to Humboldt Iron and Metal, Inc. to maintain and use an existing switch track over and across W. Armitage Avenue from a point on the south line thereof 150 feet west of the west line of N. Central Avenue to a point on the north line thereof 80 feet west of said N. Central Avenue.—*Referred to the Committee on Local Industries, Streets and Alleys.*

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### Presented by ALDERMAN CASEY (37th Ward):

#### Congratulations Extended Thomas E. Martin on Retirement from Dept. of Buildings.

A proposed resolution reading as follows:

WHEREAS, A dedicated, conscientious and responsible City employee, Thomas E. Martin, has recently announced his proposed retirement after almost 45 years of service in the Department of Buildings; and

WHEREAS, Thomas E. Martin entered the field of construction and operation of elevators as a Mechanic's Helper in private industry in 1920 and has been an active member of the International Union of Elevator Constructors, Local No. 2 since that time. He is widely recognized as an authority on elevator construction and operation in both public and private industry and has been consulted by representatives of union and management interests throughout the world, as well as in Chicago and the United States; and

WHEREAS, His expertise encompasses not only the inspection of elevators for purposes of safety, as well as their construction and installation, but also the interpretation of the Elevator Code for the City of Chicago; he was instrumental in the adoption in 1952 of the so-called interlock ordinance, and has been and is still active on the Subcommittee appointed to up-date the existing Elevator Ordinances in Chicago; and

WHEREAS, During his long years of distinguished service in the Department of Buildings, he has served diligently and efficiently under ten Commissioners and six Mayors. Thomas E. Martin has foreseen and projected the many and diverse problems concommitant to elevator safety and anticipated the necessary assignment of additional personnel to insure the continued protection and welfare of the public and the individual elevator operators. At the time he entered the City's service there were only thirteen elevator inspectors and at the present time there are twenty-seven; and

WHEREAS, He also supervised the rigid inspection of mechanical riding devices at Riverview Park and at all other amusement areas and carnivals throughout the City; and

WHEREAS, The retirement of Thomas E. Martin will represent a great loss to his department and to the City of Chicago whose citizens he has served so faithfully and so well; and

WHEREAS, In recognition of his zealous and dedicated efforts to insure the continued safety and protection of Chicagoans, and his long and loyal service to the City of Chicago, it is only fitting and proper that public acknowledgment be accorded his many contributions on the public's behalf; now, therefore,

*Be It Resolved,* That we, the members of the City Council of the City of Chicago hereby express to Thomas E. Martin our sincere congratulations upon his outstanding record of service with the Department of Buildings, his dedication to the adoption of constructive programs for the development and progress of our City, and his devotion to the interest and welfare of his fellowman, and extend to him our best wishes for good health, happiness and success now and in the future.

Alderman Casey moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed resolution. The motion *Prevailed.*

On motion of Alderman Casey said proposed resolution was *Adopted.*

## Presented by
## ALDERMAN CULLERTON (38th Ward):

### Building Declared Public Nuisance and Ordered Demolished.

A proposed ordinance reading as follows:

WHEREAS, The building located at No. 3300 N. Octavia Avenue (fire-gutted, abandoned) is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; therefore

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. The building located at No. 3300 N. Octavia Avenue (fire-gutted, abandoned) is declared a public nuisance, and the Commissioner of Buildings is authorized and directed to demolish the same.

SECTION 2. This ordinance shall be effective upon its passage.

On motion of Alderman Cullerton said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Kerwin, Hoellen, O'Rourke, Wigoda—43.

*Nays*—None.

## Presented by
## ALDERMAN SIMON (40th Ward) and OTHERS:

*Referred*—PROPOSED RESOLUTION FOR REPORT AS TO PLANS REGARDING RATIO OF FREE AND PAY TOILETS TO BE MAINTAINED AT CITY'S AIRPORTS DURING YEAR 1970.

A proposed resolution (presented by Aldermen Simon, Despres, Rayner, Cousins, Scholl, McCutcheon and Singer) to request the Commissioner of Aviation to report to the City Council plans with regard to the ratio of free toilets to pay toilets to be maintained at the City's airports during the year 1970, etc.

Two committees having been called (the Committee on Finance and the Committee on Health), said proposed resolution was *Referred to the Committee on Committees and Rules* in accordance with the provisions of Council Rule 44.

## Presented for
## ALDERMAN FRIED (42nd Ward):

### Drafting of Ordinance for Vacation of Alley Directed.

A proposed order (presented by Alderman Cullerton) reading as follows:

*Ordered,* That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of the east 85 feet of approximately the west 90 feet of that part of the east-west 16-foot public alley lying east of the east line of the north-south 15-foot public alley extended south, also providing for the dedication of certain property at the east terminus and at the west terminus of said vacation, for turn-around purposes, in the block bounded by E. Superior Street, E. Chicago Avenue, N. Michigan Avenue and N. Fairbanks Court, for the Exchange National Bank of Chicago, Trustee under Trust No. 17242, and Michigan Avenue National Bank of Chicago, Trustee under Trust No. 1599; said ordinance to be transmitted to the Committee on Local Industries, Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Cullerton said proposed order was *Passed.*

## Presented by
## ALDERMAN McCUTCHEON (43rd Ward):

*Referred*—PROPOSED ORDINANCE TO RENAME PORTION OF DEARBORN STREET "DEARBORN PARKWAY".

A proposed ordinance to rename Dearborn Street from No. 1200 North to No. 1500 North as "Dearborn Parkway".—*Referred to the Committee on Local Industries, Streets and Alleys.*

*Referred*—PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE IN PUBLIC WAY.

Also a proposed ordinance for a grant of permission and authority to Gutmann and Company to excavate for, construct, maintain and use a switch track at street grade connecting with the main line of the

Chicago, Milwaukee, St. Paul and Pacific Railroad running along the west side of N. Dominick Street on a curve to a point 225 feet from the northwest corner of W. McLean Avenue and N. Dominick Street for a distance of 200 feet.—*Referred to the Committee on Local Industries, Streets and Alleys.*

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### Presented by
### ALDERMAN SINGER (44th Ward):

*Referred*—PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE IN PUBLIC WAY.

A proposed ordinance for a grant of permission and authority to Eugene Dietzgen Company to maintain and use an existing one-story covered bridge or passageway over and across the east-west 20-foot public alley between W. Fullerton Avenue and W. Montana Street, connecting the 2nd floor of the premises known as No. 2425 N. Sheffield Avenue with the corresponding floor of the premises known as No. 954 W. Fullerton Avenue.—*Referred to the Committee on Local Industries, Streets and Alleys.*

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### Presented by
### ALDERMAN HOELLEN (47th Ward):

#### Congratulations Extended Raymond F. Berres on Retirement as Pitching Coach with Chicago White Sox.

A proposed resolution reading as follows:

WHEREAS, Raymond F. Berres, all-time-great pitching coach of the Chicago White Sox, is retiring after twenty years during which time he coached such famed pitchers as Billy Pierce, Dick Donovan, Jack Harshman, Joe Horlan and Tommy John; and

WHEREAS, Ray Berres had a distinguished career as a big league catcher before joining the Chicago White Sox twenty years ago with the old Brooklyn Dodgers, the Boston Braves and the New York Giants; and

WHEREAS, A civic celebration is being held in Ray Berres home City of Kenosha, Wisconsin, on December 3, 1969, under the sponsorship of the Fraternal Order of Eagles, upon the occasion of his retirement from the Chicago White Sox; now, therefore,

*Be It Resolved,* That the City Council of the City of Chicago does hereby extend its congratulations to Raymond F. Berres upon the completion of his distinguished career as a pitching coach of the Chicago White Sox for a job well done; and it does further extend the best wishes of the people of the City of Chicago to Raymond F. Berres for many years of health and happiness in retirement.

Alderman Hoellen moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed resolution. The motion *Prevailed.*

On motion of Alderman Hoellen said proposed resotion was *Adopted.*

### Presented by
### ALDERMAN O'ROURKE (48th Ward):

#### Congratulations Extended to A. L. T. Hoffmann on Retirement as Executive Director of Uptown Chamber of Commerce.

A proposed resolution reading as follows:

WHEREAS, On the evening of Saturday, November 1st, 1969, the Uptown Community will honor Mr. A. L. T. Hoffmann for his many years of service to the City of Chicago and the Uptown Community of Chicago on the occasion of his retiring as Executive Director of the Uptown Chamber of Commerce; and

WHEREAS, Mr. A. L. T. Hoffmann first came into contact with the Uptown Community back in 1904 on a visit to the City of Chicago Municipal Beach, known as Clarendon Beach, at the end of Wilson Avenue; and

WHEREAS, A. L. T. Hoffmann fell immediately in love with the tree-shaded streets, many of which had not yet been paved, and during the same year, he purchased property and made his home in Sheridan Park which became later known as the Uptown Community and has watched and participated in Uptown's growth to the present day; and

WHEREAS, In the year 1923, Mr. A. L. T. Hoffmann became Executive Director of the Central Uptown Chicago Association which later changed its name to the Uptown Chamber of Commerce, and he has served in that capacity to the present day; and

WHEREAS, Because of his services to the community to his city, to his state and nation, he has received many citations from the federal government, from civic associations, from the Chicago Police Department, and the Mayor of the City of Chicago; and

WHEREAS, In the year 1968, at the age of 82 years, Mr. A. L. T. Hoffmann was named to the City of Chicago Senior Citizen Hall of Fame; now, therefore,

*Be It Resolved,* That the Mayor and the members of the City Council of the City of Chicago in meeting assembled this 29th day of October, 1969, commend and congratulate Mr. A. L. T. Hoffmann for his many years of dedicated service, both to the Community of Uptown and to the City of Chicago, and wish him every happiness in his retirement pursuits; and

*Be It Further Resolved,* That a suitable copy of this resolution be presented to Mr. A. L. T. Hoffmann.

Alderman O'Rourke moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed resolution. The motion *Prevailed.*

On motion of Alderman O'Rourke said proposed resolution was *Adopted.*

*Referred*—PROPOSED RESOLUTION TO CONDUCT HEARINGS INTO ALLEGED ABUSES AT CITY ANIMAL POUND.

Also a proposed resolution to direct the Committee on Police, Fire, Civil Service, Schools and Municipal Institutions to conduct hearings into alleged abuses at the City animal pound, etc.—*Referred to the Committee on Police, Fire, Civil Service, Schools and Municipal Institutions.*

### Presented by

### ALDERMAN WIGODA (49th Ward):

**Period of Nov. 8 through 20, 1969 Designated as "Chicago International Film Festival Week".**

A proposed resolution reading as follows:

WHEREAS, The City of Chicago has long encouraged diversified cultural programs in the City; and

WHEREAS, The artistic growth of the City of Chicago is dependent upon the whole hearted support of the City of Chicago; and

WHEREAS, The Chicago International Film Festival will be held in the City of Chicago during the period from November 8, 1969 through November 20, 1969 at the Village Theatre; and

WHEREAS, The Chicago International Film Festival is one of only three International Film Festivals in the United States and attracts the very finest films from all over the world and is truly international in scope; and

WHEREAS, It is a privilege for the City of Chicago to play host to some of the most important members in the film industry; now, therefore,

*Be It Resolved,* That the Mayor of the City of Chicago and the members of the City Council assembled here this Twenty-ninth day of October, 1969, do hereby declare the period of November 8, 1969 through November 20, 1969 as Chicago International Film Festival Week and does hereby congratulate the Festival's Director, Mr. Michael Kutza, Jr. and his associates and wish them a long and successful future in their endeavors.

Alderman Wigoda moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed resolution. The motion *Prevailed.*

On motion of Alderman Wigoda said proposed resolution was *Adopted.*

### Presented by

### ALDERMAN WIGODA (49th Ward) and ALDERMAN KEANE (31st Ward):

*Referred*—PROPOSED ORDINANCE TO INCREASE PENALTY FEES CONCERNING AIR POLLUTION CONTROL VIOLATIONS.

A proposed ordinance to amend Section 79 of Chapter 17 of the Municipal Code of Chicago to provide for increased penalty fees for air pollution control violations.—*Referred to the Committee on Finance.*

## 5. FREE PERMITS, LICENSE FEE EXEMPTIONS, CANCELLATION OF WARRANTS FOR COLLECTION, AND WATER RATE EXEMPTIONS, ETC.

**Proposed ordinances, orders, etc. described below, were presented by the aldermen named, and were *Referred to the Committee on Finance,* as follows:**

*Free Permits to Churches, Etc.:*

BY ALDERMAN CAMPBELL (20TH WARD):

Good Shepherd Congregational Church, No. 5700 S. Prairie Avenue—construction of new church building, all electrical work and use of water in conjunction therewith.

BY ALDERMAN KUTA (23RD WARD):

The Catholic Bishop of Chicago (St. Daniel the Prophet Church), No. 5400 S. Nashville Avenue —construction of new rectory building, construction and maintenance of driveways across sidewalk, all electrical work and use of water in conjunction therewith.

BY ALDERMAN KEANE (31ST WARD):

Norwegian American Hospital, No. 1044 N. Francisco Avenue—alteration and remodeling of existing hospital buildings, all electrical work and use of water in conjunction therewith.

Norwegian American Hospital, Nos. 1044-1050 N. Richmond Street—alterations to existing building.

BY ALDERMAN CULLERTON (FOR ALDERMAN FRIED, 42ND WARD):

Northwestern University (Medical Center), No. 303 E. Chicago Avenue—electrical installations.

BY ALDERMAN KERWIN (46TH WARD):

Illinois Masonic Hospital (Medical Center), the block bounded by W. Wellington Avenue, N. Wilton Street, W. Nelson Street and N. Dayton Street—construction of new hospital buildings, all electrical work and use of water in conjunction therewith.

BY ALDERMAN SPERLING (50TH WARD):

Ner Tamid Congregation of Northtown, No. 2754 W. Rosemont Avenue—construction of a garage.

*License Fee Exemptions for Homes, Hospitals, Day Care Centers, Etc.:*

BY ALDERMAN ROTI (1ST WARD):

Jack and Jill Players—Young People's Theatre, No. 218 S. Wabash Avenue.

BY ALDERMAN LUPO (9TH WARD):

Altgeld Nursery School, No. 941 E. 132nd Street.

BY ALDERMAN HINES (18TH WARD):

The First Church of the Nazarene, W. 83rd Street and S. Damen Avenue.

BY ALDERMAN SPERLING (50TH WARD):

Max Strauss Jewish Community Center, No. 3715 W. Wilson Avenue.

*Cancellation of Warrants for Collection:*

BY ALDERMAN ROTI (1ST WARD):

Louise Burg Hospital, No. 255 W. Cermak Road —maintenance of driveway.

BY ALDERMAN MARZULLO (25TH WARD):

Cook County School of Nursing, No. 1900 W. Polk Street—electrical inspection.

BY ALDERMAN SINGER (44TH WARD):

Evangelical Lutheran Church of St. Luke, No. 1500 W. Belmont Avenue—mechanical ventilation system inspection.

BY ALDERMAN SPERLING (50TH WARD):

Max Strauss Jewish Community Center, No. 3703 W. Wilson Avenue—mechanical ventilation inspection.

# UNFINISHED BUSINESS.

### Ordinance Amended to Increase Interest Rate of Certain Tax Anticipation Warrants and Repeal of Previous Ordinance.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on October 8, 1969, pages 6217-6218, recommending that the City Council pass a proposed ordinance transmitted with the committee's report to authorize the re-issuance and sale of certain Tax Anticipation Warrants with an increase of interest rate from 6½% to 7%.

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, Singer, Kerwin, O'Rourke, Wigoda—39.

*Nays*—Aldermen Despres, Simon, Hoellen—3.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said ordinance as passed:

WHEREAS, The tax anticipation warrants issued by the City of Chicago, hereinafter described, were purchased with funds in the City treasury which were not immediately necessary for the particular purposes for which said funds were set aside and the taxes in anticipation of which said warrants were issued have not been received by the City; and

WHEREAS, It is now deemed expedient to convert said tax anticipation warrants into money for the restoration of the funds invested in said tax anticipation warrants for use for the particular purposes for which said funds were set aside; now, therefore,

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. The City Comptroller and the City Treasurer hereby are authorized to issue and sell new warrants, as provided in Sections 8-1-11 to 8-1-14, inclusive, of the Illinois Municipal Code as amended by House Bill No. 2383, enacted at the regular session of the 76th General Assembly and approved by the Governor of the State of Illinois on July 28, 1969, in lieu of the following original tax anticipation warrants heretofore issued by the City of Chicago and now held as an investment in the funds of the City:

CITY OF CHICAGO TAX ANTICIPATION WARRANTS OF THE YEAR 1969

| *Date of Issue* | *Numbers and Denominations* | *Total* |
|---|---|---|
| *For Corporate Purposes:* | | |
| July 31, 1969 | C-7371 to C-7670, inclusive, $100,000 each | $30,000,000 |
| *For Municipal Tuberculosis Sanitarium Purposes:* | | |
| July 31, 1969 | M-87 to M-92, inclusive, $100,000 each | $ 600,000 |
| *For Relief (General Assistance) Purposes:* | | |
| March 28, 1969 | R-77 to R-90, inclusive, $50,000 each | $ 700,000. |

The authority to issue the original warrants above-described hereby is reaffirmed in all respects.

SECTION 2. The new warrants hereby authorized to be issued and sold shall be of a like principal amount, for the same purposes and in anticipation of the same taxes as the original warrants were issued, and shall be subject to all the provisions in Sections 8-1-11 to 8-1-14, inclusive, of the Illinois Municipal Code as amended by House Bill No. 2383, enacted at the regular session of the 76th General Assembly and approved by the Governor of the State of Illinois on July 28, 1969. The new warrants may have any date subsequent to the date of the original tax anticipation warrants, shall be of the denomination of $1,000 or multiples thereof, shall bear interest not to exceed seven per cent (7%) per annum from date thereof until paid, and shall be sold by the City Comptroller at not less than the par value thereof and accrued interest to date of delivery thereof.

SECTION 3. Simultaneously with the delivery of and receipt of payment for any of the new tax anticipation warrants, a like principal amount of the original warrants that were issued against the same tax that is anticipated by the new warrants, together with so much of the interest accrued thereon as the proceeds of the sale of the new tax anticipation warrants will permit, shall be paid and cancelled.

The proceeds of the sale of the new tax anticipation warrants shall be paid to the City Treasurer to restore the funds of the City of Chicago invested in the original tax anticipation warrants. Before cancellation of the principal amount of any original warrant, the City Treasurer shall separately endorse thereon the amount paid and the date of payment in the following order: (1) the principal amount so paid and (2) the amount of accrued interest paid. The City Treasurer shall also endorse upon the original tax anticipation warrants the amount of interest accrued thereon and unpaid, and the same shall not be paid until all principal and interest upon the new warrants shall be fully paid or until money has been set aside for payment thereof, if the new warrants are not presented for payment after they are called for redemption.

SECTION 4. The ordinance adopted September 17, 1969, (C.J., p. 6115), authorizing the reissuance and sale of said tax anticipation warrants at a rate of interest not to exceed six and one-half per cent (6½%) per annum, is hereby repealed.

SECTION 5. This ordinance shall be in force from and after its passage and approval.

# MISCELLANEOUS BUSINESS.

### Presence of Visitors Noted.

Honorable Richard J. Daley, Mayor, announced the presence at the meeting of Professor Rodolfo Arata, Director General of Italian Broadcasting Company and Director of Il Popolo of Rome, leading daily newspaper in Italy; Attorney Ambrogio Michetti, President of National Federation, Terme Italiane; Professor Lorenzini Pietro, Professor of Medicine at University of Milan; Hon. Mario Di Castro, President of Atlantic Office and Hon. Frank Di Castro, Vice President; Hon. Vittorio De Jorie, President of Salso Maggiore-Spas. These distinguished guests are friends of Alderman Marzullo (25th Ward) and Col. Frank Chesrow.

The Mayor then called the Council's attention to the presence in the gallery of the following visitors:

25 members of Norwood Park Women's Club (41st Ward), accompanied by Mrs. Kathryn Breen;

106 students of the 8th Grade Class from Ruggles School (6th Ward), accompanied by Mrs. Annabelle Williams;

25 students of the Senior Class from St. Paul High School (23rd Ward), accompanied by Sister Nancy Simon;

35 students from the State and Local Government Class for De Paul University (44th Ward), accompanied by Mr. Arnold Levy.

The visitors were warmly applauded and invited to attend future meetings.

### Time Fixed for Next Succeeding Regular Meeting.

By unanimous consent Alderman Keane thereupon presented a proposed ordinance which reads as follows:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the next succeeding regular meeting of the City Council of the City of Chicago to be held after the regular meeting held on Wednesday, the twenty-ninth (29th) day of October, 1969, at 10:00 A.M., be and the same is hereby fixed to be held on Monday, the seventeenth (17th) day of November, 1969, at 10:00 A.M., in the Council Chamber in the City Hall.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Kerwin, Hoellen, O'Rourke, Wigoda—43.

*Nays*—None.

### ADJOURNMENT.

Thereupon Alderman Krska moved that the City Council do *Adjourn.* The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Monday, November 17, 1969, at 10:00 A.M., in the Council Chamber in the City Hall.

John C. Marcin

JOHN C. MARCIN,
*City Clerk.*

*(Published by Authority of the City Council of the City of Chicago)*

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# JOURNAL *of the* PROCEEDINGS

OF THE

# CITY COUNCIL

OF THE

# CITY OF CHICAGO, ILLINOIS

## Special Meeting—Friday, November 14, 1969

at 10:00 A.M.

*(Council Chamber—City Hall—Chicago, Illinois)*

## OFFICIAL RECORD

### Attendance at Meeting.

*Present*—Honorable Richard J. Daley, Mayor, and Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling.

*Absent*—Aldermen Collins, Brandt, Fried.

### Call to Order.

On Friday, November 14, 1969, at 10:00 A.M. (the day and hour appointed for the meeting) Honorable Richard J. Daley, Mayor, called the City Council to order. John C. Marcin, City Clerk, called the roll of members and it was found that there were present at that time: Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Hoellen, O'Rourke, Wigoda, Sperling—41.

Quorum present.

### Prayer.

In the absence of a clergyman, Honorable Richard J. Daley, Mayor, requested that the members of the Council say a silent prayer.

### Call for Meeting.

John C. Marcin, City Clerk, informed the City Council that the following call for the meeting was filed in his office on Thursday, November 6, 1969:

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 6, 1969.

*Honorable John C. Marcin,*
*City Clerk.*

DEAR MR. MARCIN—I, Richard J. Daley, Mayor, hereby call a special meeting of the Chicago City Council to be held in the Council Chamber on Friday, November 14, 1969, at 10:00 A.M. for the purpose of presenting the executive budget for the fiscal year 1970, in accordance with Chapter 24, Section 8-2-2, Illinois Revised Statutes, 1967.

Very truly yours,
(Signed) RICHARD J. DALEY,
*Mayor.*

## Budget Statement by Honorable Richard J. Daley, Mayor, for Year 1970.

Honorable Richard J. Daley, Mayor, thereupon read to the City Council his annual budget statement for the year 1970, as follows:

*To the Honorable, the City Council*
*of the City of Chicago:*

GENTLEMEN—On November 14, 1969, the executive budget of the City of Chicago for the year 1970 was filed with the City Clerk.

The 1970 budget for the City of Chicago government is submitted herewith for consideration and approval by the City Council.

The executive budget for 1970 calls for a total appropriation for corporate and non-corporate expenditures of $841,153,724, an increase of $81,954,670 over 1969.

The 1970 corporate, or operating budget, totals $421,218,946 compared to $361,878,172 for 1969—an increase of $59,340,774.

### *Allocation of Increases*

Increases in the 1970 corporate budget are primarily for:

Police Department, $33,487,339.

Fire Department, $8,814,109.

A five per cent increase in the compensation plan for all white collar workers, $2,824,101.

A ten per cent increase in the starting rate for physicians, hospital licensed practical nurses and licensed practical nurses, $342,000.

A 25 per cent increase in the costs of hospital and medical care insurance and the assumption by the city of half the Family Plan for all city employees, $3,984,983.

Increase in union wage scales, $4,777,118.

Matching funds for various federal and state programs, $1,000,000.

The 1970 general elections, $1,852,536.

Three paid holidays for union personnel, $333,000.

And for the mandatory allocation for additional loss and cost on taxes, $2,565,740.

Of the $59 million increase in the corporate fund for operating city government, the corporate tax levy will increase $6,677,239—an increase of 3.4 per cent. The remainder of the increase—$52,663,535 will come from non-property revenue. Increases for other funds such as library, pension, judgment tax, bond redemption and interest, which share the tax levy, amount to $14,893,966, bringing the City of Chicago total property tax levy increase to $21,571,205—a seven per cent increase over 1969.

The dollar figure allocations of the proposed budget increases and the resources from which they will be paid are among the essential elements of a budget message.

But the compilation of the figures alone—even though they will be the subject of headlines—do not genuinely reflect the considerations—the judgments that underlie the making of a budget, whether government, business or family.

A good budget must reflect needs and goals. In many ways it is a guide—a plan—for the people it serves. It should establish priorities. In a family budget these priorities would be food, clothing, and shelter. In the city budget, the priorities must be the essential responsibilities of police, fire, health, sanitation, building, and those services which are related to them. Thus in examining the city budget the first questions should be directed to these priorities, for without them there would be no city. There are other high priorities such as education, parks, sanitary disposal, county services, junior colleges, and forest preserves which are the primary concern of other taxing bodies than the city.

The total corporate property tax levy for 1970 of $203,165,539 and the new and additional funds from the state income tax, estimated at $21,131,,000 and the additional one-quarter cent sales tax, estimated at $16,400,000, is $17 million less than the amount required to finance the total appropriation for the Police and Fire Departments alone. The appropriations for the Police and Fire Departments make up more than 61 per cent of the total corporate budget.

### *Police Department*

Improving and expanding the Police Department has become the greatest concern of all municipalities—large and small. The rising crime rate throughout the nation, particularly among juveniles, the critical role of the police in demonstrations and protection of the constitutional rights of all citizens, and the growing demand for a professional police force skilled in community relations are among the highest priorities for all cities.

Although the Department projects an increase in serious crimes of 5 per cent in 1969, this is expected to be less than the national rate of increase as reported by the F.B.I. Much of the increase has been experienced during periods when large numbers of police officers have been diverted from their primary beat patrol to crowd control and mob action assignments.

Recent events have proven that Chicago has one of the most professional Police Departments in the nation. This budget reflects the city's efforts to further improve the Department.

Initiated in 1969, Chicago's Police Department training program has become the soundest in the nation. The seven-month recruit training program is managed by a joint Police Department-City College professional faculty and includes 12 semester hours of college accredited courses in the social sciences and human relations, in addition to technical police training.

During 1969, approximately 800 police officers have been enrolled on their own time in Chicago colleges and universities. Of these, approximately 700 are enrolled in the college course provided by the Public Service Institute of the Chicago City College. In 1970 a nationally distinguished panel of experts in law, criminology, and the administration of criminal justice will report to the Department and City College on its review of the Department's recruit training program and submit its recommendations for further refinement.

In 1969 the number of personnel assigned to the Gang Intelligence Unit was increased from 38 to 200 men. As a result, there was a fifteen per cent decrease in gang-related shooting incidents during the period ending October 15th compared to the same period last year and a 12.9 per cent decrease in gang shooting victims.

The Department's new neighborhood patrol system, consisting of a radio uniformed officer on foot patroling the same beat as his mobile partner, has been implemented in three police districts.

The mobile radio system has proven to be most feasible, resulting in increased arrests for serious offenses, increased visibility and citizen association with the patrol officers, and greater safety for the walking officer. The neighborhood patrol system will be expanded on a city-wide basis as technical work on the installation of remote radio receiver stations throughout the city progresses, and will be fully implemented during 1970.

With the opening of the new C.T.A. rapid transit line along the Dan Ryan Expressway, the Department added 56 patrolmen and seven sergeants to the C.T.A. section of the Task Force, bringing the strength of the unit responsible for patrol of the rapid transit system to 211 police personnel. A seaport security unit consisting of 80 policemen was set up during the year and has succeeded in minimizing the threat of thefts of material and other crimes at the city's seaport.

Morale in the Police Department is high. For example, where most cities are experiencing difficulty in recruiting and maintaining a full complement of policemen, Chicago, in the last Civil Service examination for patrolmen had more than 2500 applicants.

The budget allocates an increase of $33,487,339 for additional equipment and establishment of adequate compensation to the men who provide the most essential city service, to attract the best personnel which can be recruited, and to maintain and expand the highest standards of professionalism. The budget also provides an additional 500 men to give further protection to our citizens.

The budget allocates $20 million for the adjustment on salaries instituted in July, 1969, and for a 10 per cent salary increase for the entire force including crossing guards. Starting rates will increase from $8,712 to $9,600 and the maximum rates for first class patrolmen will increase from $11,004 to $12,120. At present, policemen reach their maximum pay after 42 months. The budget proposes after five years of service, all members of the force will receive an automatic two per cent longevity increase. For example, after five years a patrolman will receive $12,360. The two per cent longevity pay will cost $2.5 million.

The budget allocates $4,800,000 for the hiring of 500 policemen and an additional $2.2 million for 59 civilians and 61 cadets, as well as equipment and materials.

At present, the city pays the full premium individual rates for hospital and medical care insurance. The budget proposes that in addition, the city pay half the family premium rate—which would amount to approximately $190 per family.

The budget also provides $3,450,760 for a special employment program in which policemen may work an extra day a week at straight time on their off days. This will permit the use of 225 additional men on patrol each day.

In 1969 the city retained the International Chiefs of Police to conduct a comprehensive survey of the Police Department. A preliminary report recommends a major reorganization of the Department to provide greater cohesiveness and coordination. The present three bureaus will be expanded to five bureaus, each headed by a deputy superintendent, consolidating and grouping together functions and operations along lines in keeping with the latest in management techniques. The Department will implement these recommendations in 1970 as it believes they provide a maximum of supervision and coordinated effectiveness.

### *Fire Department*

Chicago also has reason to be proud of its Fire Department which has innovated techniques of fire fighting which have been the model for the nation. The Department constantly is being modernized and the recommendations of the Maatman Report are being implemented.

Consolidation of single engine companies into multiple quarters has increased the capacity of the Department to respond more quickly and with more fire-fighting power.

In keeping with their high tradition, the Department has given dedicated service to the people of Chicago.

The Fire Department increase of $8,814,109 is caused by a ten per cent salary increase for the entire force at a cost of $7,287,000 and $895,000 to provide a two per cent longevity pay increase for firemen with five years of service. The rest of the increase, $631,000 is for new equipment and materials.

### *Salaries and Wages*

The budget appropriates $2,824,101 for a five per cent increase for all employees covered by the compensation plan. As of September, 1969, the United States Bureau of Labor Statistics reported a 5.2 per cent increase in the cost of living and this is expected to rise in the course of the year.

The increase represents the policy of the city to provide adequate compensation for city workers in the face of higher living costs and to retain skilled and experienced employees.

An appropriation of $4,777,118 is allocated for increases in union scales, and $333,000 for three paid holidays.

In order to compete for the services of physicians, the budget allocates $342,000 for a ten per cent increase in their starting salaries.

The budget also provides an increase of $3,985,000 for a 25 per cent increase in the cost of hospital and medical care and the assumption by the city of half the family hospitalization plan. This budget recommendation enables the city governments to keep pace with accepted personnel practices.

### *Health Department*

The increase of $1,553,356 is primarily for 95 additional personnel of which 36 will be assigned to the mental health division and 50 will staff district health centers, infant and child welfare stations; to continue services at district health centers formerly financed by the federal government, a ten per cent increase for those under the physician's compensation plan, and a five per cent cost of living increase for all employees in the city's compensation plan, and increases for supplies and equipment.

The infant death rate for non-white infants, primarily residents of the inner city areas dropped from 39.4 in 1968 to 37.1 through September, 1969. The death rates for infants in the high risk program is 15 per thousand as compared to the city-wide rate of 29.5.

The Chicago Program for the Control of Lead Poisoning has been cited as a model for the nation. In 1969, it is anticipated that approximately 50,000 children, 5 years of age and under, will have been screened for possible lead poisoning—an increase of almost 10,000 over last year.

In 1968, the city recorded 702 lead poisoning cases, while in 1969 the city recorded one half as many cases in a ten month period. In 1968, a total of 10 deaths due to lead poisoning were reported. In 1969, through the first of November, one child died of lead poisoning.

Chicago's Rodent Control Program has been recently surveyed by the United States Public Health Service and is currently being used as a prototype in 17 cities across the nation.

In 1969, rodent control efforts were concentrated in Model Cities target areas and Health Educator Aides were employed to provide advice and guidance as well as follow-up services in 22,694 family visits in 1969. The primary emphasis is directed toward getting citizens to maintain clean homes, and to avail themselves of health care through public and private clinics.

In 1970, the Board of Health will establish the Englewood Neighborhood Health Center at 6300 South Lowe Avenue. This center will provide a full range of comprehensive public health and medical care services to more than 150,000 residents.

In June of 1970 a major new public health center will be completed to serve the residents of Woodlawn.

Working cooperatively with the Model Cities Program, the Board of Health will establish four community health centers. Their services will include maternal and child care, adult aging programs, communicable disease control, lead poisoning, and selected environmental health programs.

Utilizing Model Cities funds, the Board of Health will establish a program for training community residents for such positions as health and nurses aides. The trainees, in addition to receiving technical training, will be provided with job opportunities in neighborhood health centers.

A new patient referral service will be provided in the centers and will insure prompt handling of emergencies for residents.

A new virus laboratory will be activated in 1970 and will service the Municipal Contagious Disease Hospital and provide back-up laboratory services for the city's hospitals and physicians.

New mental health clinics will become operative in Uptown and on the Northwest side. This will bring up to 15 the total number of neighborhood mental health clinics in full time operation.

The city is indebted to Dr. Morgan O'Connell who led the Department in its vigorous efforts to serve the health needs of the people of Chicago by operating modern and innovative programs. He is a dedicated public servant.

When Dr. O'Connell informed me of his desire to resign, I asked an advisory committee to recommend the best man they could find to head up the Health Department. They recommended three men, and today I am happy to announce that I am recommending for council approval the appointment of Dr. Murray C. Brown of 1301 North Astor Street as the next Health Commissioner of the City of Chicago. He is 56 years old and is the former dean of the Meherry Medical School. He recently retired as special assistant to the Commissioner of the Environmental Control Administration of the Department of Health, Education and Welfare. I ask your earnest consideration of this able and dedicated public health official.

### *Building Department*

The increase of $1,093,079 is for the addition of 36 employees in the code enforcement inspection section, an additional $396,000 for demolition work, and a five per cent cost of living increase for all employees in the compensation plan and for increase in union wage scales.

Over the past five years, as community organizations and citizens have become aware of the city's building inspection program, the number of inspections nearly doubled. In 1969 alone the building inspectors made 72,000 neighborhood inspections. In addition, 12,000 inspections were made under the rodent control program. Inspectors handled 12,000 court cases and the Department demolished 1,400 dangerous buildings.

The sharp increases in various building department activities required drastic changes in its program. Substandard housing in Chicago must be swiftly brought up to code, and so time-saving methods have been introduced in the Department.

Computers will be utilized in 1970 which will do the work of eight manual typewriters in issuing violation notices. They will also free inspectors from paper work. New personnel practices have been put into effect and training has been stepped up. A team of inspectors has been assigned specifically to court cases, relieving all other inspectors of this activity and freeing them for neighborhood inspections.

Yet, the city must press for an acceleration in the effort to eliminate slums and slum conditions. Buildings remain which, as fire hazards and a danger to children, jeopardize local communities. Thus, demolition must continue and the budget allocates an additional $396,000 for this purpose.

### *Streets and Sanitation*

The Department of Streets and Sanitation increase of $4,726,733 includes the cost of operating the new Northwest incinerator and two bulky trash facilities.

Refuse collection service was expanded in 1969 and 3,200 blocks in highly populated areas received twice-a-week service during the summer. During the winter months, 750 blocks received expanded service. Further expansion is scheduled for next year with completion of delivery of 100 modern refuse collection trucks.

Two new bulky trash grinders will be in operation in 1970. In January, a new grinder will be established on Goose Island and in the summer, another will go into the new incinerator plant at Kenton and Chicago. These bulky trash grinders by reducing long hauls will mean a saving in tax dollars through more efficient performance.

The two new grinders will help relieve the pressure on existing equipment occasioned by the increased volume on the collection of bulky trash which has placed serious demands on limited equipment and personnel.

Also in 1969, five new ward facilities were completed—to better serve their neighborhoods.

Late next year, the new 1600 ton incinerator will be completed. It is of the latest design and is equipped with the most modern air pollution control equipment. The new facility will reduce the city's use of garbage dumps, and will permit twice a week refuse collection in many more blocks.

The Department this summer began a novel and massive program to clear the streets of thousands of abandoned and derelict vehicles. Chicago is the first major city to approach this national problem on such a broad scale.

Under the new system, abandoned vehicles which are classified as "derelict" are hauled directly to the processor, thus relieving the crowding of city auto pounds and the double-handling of these vehicles.

The Chicago Skyway Toll Bridge was used by more than nine million passenger and commercial vehicles during the year, producing a 20 per cent increase of revenues, reaching $4 million dollars for the first time.

A new program to hire hard-core unemployed was eminently successful and 700 men were trained in refuse and bulky trash collection. For many of these trainees, the program included driver training and the men obtained chauffeur's licenses. They were hired after training by the city and by private industry.

An improved communications system involving two-way radios and teleprinters has been established and has proved extremely efficient in snow removal emergencies and on other occasions.

The Department also is experimenting with a new method of pavement repair which may prevent development of chuck holes after severe cold weather.

A survey to determine the total parking needs of the city has been undertaken by a consulting engineer acting under the recommendations of a parking advisory committee.

### *Priorities*

In this budget, like all others submitted by this administration, more than 80 per cent of the appropriation of the corporate budget is for these basic priorities—police, fire, health, sanitation, and building. These are services that directly affect the lives of all Chicagoans wherever they live.

We hear much about the future of cities. Whether they are manageable and whether they can be made good places to live and work. The answers must be predicated on the quality of fundamental services. In the sixties, with the support of this council and the people of Chicago, we have provided the basic services which are the basis for the fullest confidence that we can meet the challenges of the 1970's. We can do this because we have underway a host of programs that are designed to meet the problems of urbanization—designed to keep our city dynamic and viable.

Let us review some of the plans we have underway.

Indispensable to the economy and life of the city is transportation. Chicago is still the transportation center of the nation, and our city's vitality in the decade of the 70's depends greatly on our plans for safe and convenient air travel, on unencumbered routes for commerce and industry and on swift travel within the city itself. Our plans are not timid, and our concepts to meet these objectives are imaginative and comprehensive. The use of the median strips in our expressways for mass transportation is becoming a model for the nation. With the completion of the Kennedy expressway, the city will initiate a service which will permit workers to reach O'Hare Airport in 41 minutes for a 60 cents fare by riding the subway to the Jefferson Park terminal and then boarding an express C.T.A. bus. The Crosstown Expressway, which is in the active design stage, will not only provide for a new right of way for vehicles but serve as a means of creating new communities, expanding land for commercial and industrial purposes, and contributing directly in building of neighborhoods. The proposed new subway—which will be financed by special assessment and federal assistance, will eliminate the "L" structure and provide a transportation system which will serve the downtown area and the entire city.

Pressure of traffic at O'Hare Field and new fleets of giant jet aircraft require vast expansion appropriate for an international air travel center. Next year we are taking steps to acquire 700 acres of land at O'Hare in order to develop facilities for more cargo, an international terminal and more domestic terminal space to accommodate the larger jets. The airport will have more gate positions for airplanes, a fast modern system for moving passengers and a new runway, all of which will be paid for by the airlines and placed in construction next year.

Parking facilities have also been designed for the seventies and construction will begin next year on a five-deck parking structure believed to be the largest in the world. It will more than double the present parking capacity at O'Hare. We must be as certain as we can be that the third airport will meet the needs of a super jet age, and the city is conducting the most exhaustive studies for the best possible location.

Our seaport—the busiest on the Great Lakes—is still in its infancy and we have taken steps to improve its efficiency and security. In transportation, we are proving that cities can avoid strangulation, that cities can provide to every citizen the advantages of mass public transportation, and that in the 70's the advances in transportation will serve people— not vehicles.

As the concept of Crosstown is designing a highway while planning for community improvements, so the comprehensive Model Cities program plans to improve the quality of life along a broad range of fronts. This program offers us an opportunity to make a significant change in those neighborhoods which need help the most. Rather than patchwork, Model Cities is designed to create a new fabric so that the residents of these areas can help themselves in planning and operating programs for the improvement of their own neighborhoods.

The federally-financed Model Cities program is well underway with seven schools designated as Cooperatively Planned Urban Schools where children are being provided quality education with the use of the most modern equipment and most advanced teaching techniques. Parents are involved in the planning of the studies for these special community schools. The doors of the schools remain open evenings and week-ends so neighbors may use the school as a community center for educational and recreational programs. Teachers also are given additional training so they can become more familiar with the unique problems of the children of the area.

In other Model Cities projects, 2,500 residents will be hired to help staff health centers in each of the four Model Cities areas—to function as community aides for the Police Department and so develop better understanding between Police and residents—and to serve in day care centers, allowing mothers to be gainfully employed.

One hundred sixty local residents from Model Cities neighborhoods have been hired by the Department of Streets and Sanitation to help improve the appearance of these neighborhoods. They will report for work Monday. The Department of Streets is paying particular attention to these four model neighborhoods and with the use of federal funds is repairing streets and curbs and making more frequent trash collections.

Another new department of government—the Department of Human Resources—has proven its value already. The Department secured the help of the United States Agriculture Department in setting up a pilot supplemental food program for pregnant women, nursing mothers and infants. A nutrition program for more than 1,400 senior citizens in 31 areas was started. In cooperation, with the Chicago Transit Authority the Department sponsored a reduced fare program for senior citizens.

A pioneer program was begun during the year by the city to aid the victims of crimes. Initially the program is focusing on young people and making sure they receive the help necessary: medical care, financial and legal assistance. Since the program began, neighborhood workers have helped 577 young people and their families whose lives have been seriously affected by crimes.

There are many programs aimed at reducing crime and preventing the conditions which breed crime. As one facet of the effort to prevent crime, the city has a vast program of gun registration. Almost 400,000 guns are now registered and police have destroyed 12,000 weapons this year. Crime could be further prevented if the state adopted a similar gun registration law.

The Chicago Committee on Urban Opportunity is engaged in an active war against poverty. Nine community centers and five outposts are the centers where residents go for information and help. They are directed to job training and job placing facilities, are aided in family and legal problems, and are referred to health clinics and child-care centers.

The Neighborhood Youth Corps found jobs for more than 20,000 young people during the year.

No need is more basic to returning veterans than that of employment. Returning Vietnam War Veterans have received help in that direction from the city's Jobs for Vietnam Veterans service, which is conveniently located in City Hall. Since the unit was organized last year, more than 2,600 returning servicemen have been placed in jobs. Almost 8,000 persons received information and service related to jobs and veterans affairs.

Next summer we continue the summer job-finding program for young people. More than 35,000 received jobs, mainly in private industry through the efforts of the Mayor's Committee on Summer Jobs For Youth.

The Commission for Rehabilitation of Persons this past year helped more than 600 men who required an average hospitalization of 37 days. The outpatient clinic helped another 8,500 men and women. With a federal grant from the United States Department of Justice, a ten-bed detoxification, diagnosis and referral unit for public inebriates was established last August. The Commission also is studying means of providing hospital care for women patients. This was the first municipal institution of its kind in the country.

Persons in need of special care are the tuberculosis patients. The Municipal Tuberculosis Sanitarium cares for thousands of persons with this disease. Some 550 are hospitalized, and thousands more receive outpatient clinic care. The Municipal Tuberculosis Sanitarium this past year has instituted a program of inhalation therapy for patients with chronic respiratory distress which has resulted in about one-third of the group recovering sufficiently to be discharged to their homes. Next year MTS will provide facilities in the new Health Department Clinic at 6300 South Lowe.

Many have experienced the frustration of dealing with an unscrupulous merchant. But a person with limited funds who is cheated by fraudulent merchandising practices suffers more than frustration. And so the Department of Consumer Sales, Weights and Measures has stepped up its enforcement against unscrupulous merchants. More than a thousand complaints were investigated this year and eighty nine arrest notices were issued. Housewives were protected when more than 82 thousand packages were taken off the shelves because of violations. Next year the city will move against consumer frauds in more fields of marketing, advertising and services.

For the past two years the Chicago Public Library has reversed the previous three-year decline in circulation. Reading and borrowing of books increased almost two and a half percent in the first nine months of this year after a four per cent increase last year.

Two new branch buildings were constructed this year and a third is nearing completion in the Jefferson Park area. A fourth building now is in the blue print stage and sites have been acquired for two more branches in the neighborhoods.

Next year an architectural competition will determine the design for the complete renovation of the central library and what form the new addition will take.

Living in the city is enjoyable and last summer almost half a million youngsters found this to be true thanks to the Reach Out Program which included athletics, field trips, cultural projects, summer school, and special events.

One of the greatest challenges that faces the nation and the city in the seventies is the supply of housing. Chicago became a trailblazer by introducing the construction of prefabricated homes in large cities. A recent survey of the owners of 46 of these homes revealed that all but one were satisfied purchasers. In 1970, we will expand the program to a variety of manufacturers and builders to provide homes as quickly as possible to those who need good housing.

We must explore every new area of technological development to bring more housing to the city. In that respect the city has submitted four sites for Operation Breakthrough—a federal program using a systems engineering approach for speeding up the construction of housing for low and moderate income families.

In the past year more than 3,500 homes and apartments were completed or were under construction in urban renewal sites in neighborhoods throughout the city. Modern apartments will be made available next month in the Douglas-Lawndale rehabilitation project when 123 units are completed. Next year work will proceed on the rehabilitation of one thousand more apartments in the area.

Last month the Chicago Housing Authority received federal authorization to build three thousand new units of public housing—fifteen hundred for families and fifteen hundred for senior citizens. Work sites are now being selected.

To be completed next year are 110 apartments by a community not-for-profit organization which purchased 29 scattered lots from the CHA. It was the first sale by any public housing authority to not-for-profit developers. In another first, Racine Courts —a public housing development containing 121 apartments was sold as a cooperative to the tenants and residents of the community.

Next year, construction will begin to provide housing along Roosevelt Road and Madison Street on the west side. Four hundred units will be built in the first phase sponsored by community groups.

City and government agencies can only supplement the building resources of private industry. The city is doing everything in its power to encourage insurance companies and labor unions and corporations to invest their funds to meet this urgent demand.

Cities throughout the nation are also concerned about environmental control. Chicago is making strides in this area.

The city's program for the 1970's is highlighted by the construction of a four and one half mile tunnel 200 feet under Lawrence and Harding Avenues to prevent flooding and reduce water pollution. Storm water will flow into the tunnel, be stored and pumped to the waste treatment plant.

This project is the forerunner of a metropolitan program for the seventies. Chicago is taking the initiative for water pollution control with its proposal to link various governmental agencies in the construction of a 95 mile tunnel which will take the overflow from thousands of miles of city and suburban sewers. This deep tunnel will eliminate flooding and the necessity for ever polluting Lake Michigan with untreated sewage.

The subject of air pollution has been in the headlines since weather conditions created a high potential for pollution. On Thursday of last week, when the weather bureau gave its pollution alert, the city directed Commonwealth Edison to activate established plans and switch from coal consumption to gas. The utility company followed this procedure again on Friday at considerable expense and on the week-end diverted their operations to the suburban areas and returned to operation of gas on Monday. The company resumed normal operations on Tuesday when the weather bureau announced the clearing of conditions.

The city was able to take prompt action last week because last May the Department of Air Pollution Control made a third dry run of its three-phase emergency control plan.

There is much confusion concerning the recent smog conditions. In order to clarify the situation so that the public will be accurately informed, I have requested the National Air Pollution Control Administration of the United States Department of Health, Education and Welfare to review our air quality data recorded during that period, and from it make a factural statement that will clear up the misunderstanding which now exists.

Chicago has innovated techniques of air pollution control. It was the first city to effectively design and operate a telemetered air monitoring network which has reports available on fifteen minute intervals. The Chicago Control Plan is one of the very few emergency control systems in the land.

But there can be no real answer to air pollution until the problem is attacked on a regional basis, with federal standards—and regional enforcement.

In the summer of 1970 measures to significantly reduce air pollution become effective and fuel producers, dealers, industry, building managers and home owners will be required to comply with the most stringent air pollution laws in the country. An educational program to reach everyone is being carried on now. There will be no excuse for failure to comply.

The Department of Air Pollution Control has been recognized consistently as one of the most advanced in the nation. There is no government in the state that has invested the millions for clean air that Chicago has. In 1969, because of its preeminent position in the nation in the field of air pollution control, the federal government awarded two grants totalling one million dollars to the Department. Also this year, the Department helped 107 companies install control devices valued at $34 million dollars.

In another critical area of environmental control, the city is pioneering in a new method of refuse disposal. Throughout the nation there is a shortage of land-fill sites. With the cooperation of the federal government, the Department of Streets and Sanitation has been experimenting with a method of refuse compaction and solid waste disposal. After months of intensive tests, a research team under the direction of the American Public Works Association, found that the compaction method is feasible and economical. The report has been sent to the United States Public Health Service for evaluation. That agency's approval is expected shortly, and the next test will be actual rail haulage. A number of railroads have expressed deep interest in hauling the bales for use as fill in strip mines.

To improve our natural environment and to fight Dutch Elm disease, the city has this month added 15 crews and employed private contractors to remove dead and diseased trees.

The future of the city also depends on the soundness of its economic base. There has been an urgent need for the improvement of inner-city and underused areas for economic development. Under the leadership of the Committee for Economic and Cultural Development, millions of dollars in private investment, leading to the creation of 5,000 new jobs were added to the Stock Yards area of the city. To encourage this kind of private investment the federal government made grants to develop the area.

The Committee also was successful in contributing to the reversal of a trend which saw firms moving out of the city. In 1969 a survey showed that the net increase of new industries and plant expansion far outweighed the loss of those moving from the city.

A genuine break-through toward opening the area south of the Loop for development was made this year with the announcement that the railroads using the LaSalle Street and the Grand Central Stations would move their operations to other terminals. This railroad consolidation will clear more than 400 acres of valuable land for development as commercial and residential use in the seventies. It is expected that the remaining terminals on the south side will also be consolidated.

In another significant economic development, a planned development was established for use of the billion dollar building project on the Illinois Central Air Rights on Randolph Street. It is anticipated that the yearly real estate tax from the development will be an estimated 31 million dollars and it will provide housing for 35,000 people, as well as office space for thousands of workers.

And, as you all know, Chicago has experienced a building boom in the construction of high-rise apartments and office buildings and this record pace is expected to continue in the seventies.

Essential to the future of any of the city's programs is efficient performance and economy. The city now has the most modern computer equipment in a centralized data center. This is saving the taxpayer millions of dollars with a system of accounting and record control that contributes directly to better performance and elimination of duplication by many city departments.

Next year, the Mayor's Data center, in conjunction with the Comptroller's Office and Budgetary Division, will become one of the first cities to use an innovative system of accounting. It will install an on-line video terminal budgetary or appropriation accounting system. For the first time, the city's budget data will be on a computer file. The new system will provide direct access to up-to-date information on comparisons of actual with estimated costs, eliminate duplication of record keeping, improve financial reporting capabilities, and provide a data base to be used in budget preparation, performance measurement and program budgeting and reporting.

The city has completed and launched public works programs of great magnitude and improved many aspects of local government and urban life without affecting its fiscal integrity. Our city is in excellent financial position for the years ahead.

According to Dun and Bradstreet, the City's overall per capita debt as of October 1st, 1969, amounted to $177.68 compared with the average of $326.-48 for all cities over 500,000 population. Chicago had a net debt of $77.72 per capita compared with the average of $195.36.

Relating overall debt to assessed property valuations Chicago's ratio of 5.7 per cent is lowest amongst cities of over 500,000 population.

It is interesting to note that in 1968, forty out of fifty suburbs had higher property taxes than the city of Chicago. In addition, when one takes into account that in many suburbs, the charge for water is from two to four times that of Chicago consumers—that many suburbs have separate refuse and sewer charges—the conclusion is that Chicago property owners have one of the lowest tax burdens of any municipality in the county.

Property owners, as well as all other citizens must be vitally concerned with the coming constitutional convention and particularly the issue of home rule.

This city council had to step in and take over the responsibility of the state for the common school education by turning over Chicago's share of the 1969 income tax to the schools. If we had been able to use the money for the purpose for which it was intended we would have reduced the burden on the taxpayer of Chicago.

What better example do we need for the adoption of home rule than the action of the State Senate in refusing the Board of Education an increase in interest rates for the sale of tax warrants because of the tight money market. They refused the Board, while they passed 31 bills raising interest rates to seven percent on bonds. The money from the sale of tax warrants are used to run the schools. There can be no more compelling reason for home rule than the fact that some men in the Senate are willing to gamble on the possibility that the Chicago school system might be forced to close down.

We have cited many reasons why we can look forward with confidence to the future, but no action would give Chicago—as well as municipalities in the state—greater support in meeting the challenge of the decades ahead than a modern equitable constitution.

There can be no question, no doubt, no lack of confidence in the future of the city. We will move into the Seventies prepared to make Chicago a better place to live for all people.

The progress made in the last decade has been the result of teamwork and effort on the part of department heads and city employees working together with the common goal of improving services to the people.

The members of the city council can well take credit for their dedication and hard work which has resulted in the great gains and improvements in city government.

Council members, department heads, city workers and the citizens of Chicago have my heartfelt thanks and appreciation for their support and their unrestrained belief in the city.

Today's message is a summary of the highlights of the 1970 budget. I look forward to your recommendations, your suggestions and criticism to the end that when the budget is adopted it will truly serve the people of Chicago.

Alderman Keane congratulated the Mayor on his presentation, stating that the message detailed the progress that is being made and will be made and would be of great interest to the people of Chicago and those interested in these achievements, and moved that the said statement be *Referred to the Committee on Finance.* The motion *Prevailed.*

### Executive Budget for Year 1970.

Alderman Keane thereupon moved to *Refer to the Committee on Finance* the Executive Budget for the Year 1970, as submitted by Honorable Richard J. Daley, Mayor, which was filed in the Office of the City Clerk on November 14, 1969.

### ADJOURNMENT.

Thereupon Alderman Keane moved that the City Council do *Adjourn.* The motion *Prevailed.*

John C. Marcin

JOHN C. MARCIN,
*City Clerk.*

*(Published by Authority of the City Council of the City of Chicago)*

COPY

# JOURNAL *of the* PROCEEDINGS

OF THE

# CITY COUNCIL

OF THE

# CITY OF CHICAGO, ILLINOIS

## Regular Meeting—Monday, November 17, 1969

**at 10:00 A.M.**

*(Council Chamber—City Hall—Chicago, Illinois)*

## OFFICIAL RECORD.

### Attendance at Meeting.

*Present*—Honorable Richard J. Daley, Mayor, and Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling.

*Absent*—Aldermen Campbell, Fried.

### Call to Order.

On Monday, November 17, 1969, at 10:00 A.M. (the day and hour appointed for the meeting) Honorable Richard J. Daley, Mayor, called the City Council to order. John C. Marcin, City Clerk, called the roll of members and it was found that there were present at that time: Aldermen Roti, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Hoellen, O'Rourke, Wigoda, Sperling—44.

Quorum present.

### Invocation.

Rev. Father Valentine Scherrer, Assistant, St. Peter, R. C. Church, opened the meeting with prayer.

### JOURNAL (October 29, 1969).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on Wednesday, October 29, 1969 at 10:00 A.M., signed by him as such City Clerk.

Alderman Hines moved to *Correct* said printed Official Journal as follows:

Page 6311—left-hand column—by inserting after the twenty-fifth line from the top of the page, the following language:

"The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The ordinance passed April 9, 1969 (C. J. p. 5251), providing that all of the East-West Eighteen (18) foot public alleys in the blocks bounded by W. Madison Street, W. Monroe Street, S. LaSalle Street and S. Wacker Drive be named 'W. Arcade Place' is hereby amended, changed, altered and modified to read as follows:

> All of the East-West eighteen (18) foot public alleys in the blocks bounded by W. Madison Street, W. Monroe Street, S. Wells Street and S. Wacker Drive, be and the same hereby are named 'W. Arcade Place'.

SECTION 2. This ordinance shall be in full force anad effect from and after its passage."

Page 6328—left-hand column—by inserting in the third line from the bottom of the page, immediately after the word "north" the language "of W. Hutchinson Street";

Page 6330—left-hand column—by striking out the language "N. Ridge Avenue (west side) From W. Devon Avenue to W. Thome Avenue—7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M.—except on Saturdays, Sundays and holidays" appearing in the sixth to the eleventh lines from the top of the page and inserting in lieu thereof the following:

| | |
|---|---|
| "N. Ridge Avenue | From W. Devon Avenue to W. Thome Avenue |
| (west side) | 7:00 A.M. to 9:00 A.M. |
| (east side) | 4:00 P.M. to 6:00 P.M.—except on Saturdays, Sundays and holidays". |

The motion to Correct *Prevailed.*

Alderman Hines then moved to approve said printed Official Journal, as *corrected,* and to dispense with the reading thereof. The question being put, the motion *Prevailed.*

### JOURNAL (September 17, 1969).

Alderman Hines moved to Correct the printed Official Journal of the Proceedings of the regular meeting held on Wednesday, September 17, 1969, as follows:

Page 6065—right-hand column—by striking out the language "9th day of July" appearing in the thirty-second line from the bottom of the page.

The motion to Correct *Prevailed.*

## REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

### *Referred*—MAYOR'S APPOINTMENT OF DR. MURRAY C. BROWN AS COMMISSIONER OF HEALTH OF CITY OF CHICAGO.

Honorable Richard J. Daley, Mayor, submitted the following communication, which was, at the request of two aldermen present (under the provisions of Council Rule 45) *Referred to the Committee on Health:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 17, 1969.

*To the Honorable, The City Council of the City of Chicago:*

GENTLEMEN—I appoint Dr. Murray C. Brown Commissioner of Health of the City of Chicago and respectfully request the approval of this appointment.

Very truly yours,
(Signed) RICHARD J. DALEY,
*Mayor.*

### *Referred*—PROPOSED ORDINANCES TO AUTHORIZE ISSUE OF $52,000,000 PRINCIPAL AMOUNT OF CHICAGO-O'HARE INTERNATIONAL AIRPORT REVENUE BONDS, SERIES OF 1969 AND TO AUTHORIZE EXECUTION OF CONTRACT FOR SALE OF SAID BONDS.

Honorable Richard J. Daley, Mayor, submitted the following communication, which was, together with the proposed ordinances transmitted therewith, *Referred to the Commiteee on Finance:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 17, 1969.

*To the Honorable, The City Council of the City of Chicago:*

GENTLEMEN—I transmit herewith for your consideration a proposed Supplemental Ordinance authorizing the issue of $52,000,000 principal amount of Chicago-O'Hare International Airport Revenue Bonds, Series of 1969. The proceeds from these bonds will be used to construct a badly needed parking facility and provide the funds to construct a new runway designated as 4R-22L.

I have also transmitted an ordinance authorizing the execution of a contract for the sale of $52,000,000 Chicago-O'Hare International Airport Revenue Bonds of 1969. The specific contract and its provisions will be submitted to the Finance Committee as is customary at the time the bid is made.

Your approval of these ordinances are requested.

Very truly yours,
(Signed) RICHARD J. DALEY,
*Mayor.*

### *Referred*—PROPOSED ORDINANCE FOR APPROVAL AND EXECUTION OF LEASE FOR PARKING FACILITIES AND OTHER SPECIFIED CONSTRUCTION PURPOSES AT CHICAGO-O'HARE INTERNATIONAL AIRPORT.

Honorable Richard J. Daley, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 17, 1969.

*To the Honorable, The City Council of the City of Chicago:*

GENTLEMEN—I am transmitting herewith an ordinance for the approval and execution of a lease for parking facilities at Chicago-O'Hare International Airport. Attached to said lease, as Exhibit A, is a plat of said airport, Exhibit B, being the legal description of the premises upon which the motor vehicle parking facility is to be erected, Exhibit C, the location upon which is to be constructed a 4R-22L Runway at the airport, Exhibit D, being a proposed supplemental ordinance authorizing the issue of $52,000,000 principal amount of Chicago-O'Hare International Airport Revenue Bonds, Series of 1969.

It is necessary and in the best interest of the City and the public that the motor vehicle parking facility and the 4R-22L Runway be constructed as soon as possible.

Your favorable consideration of this proposed ordinance will be appreciated.

Very truly yours,
(Signed) RICHARD J. DALEY,
*Mayor.*

### *Referred*—PROPOSED ORDINANCE TO AUTHORIZE LEVY OF ANNUAL SPECIAL ASSESSMENT IN CONNECTION WITH MAINTENANCE COST OF PEDESTRIAN MALL AT 63RD-HALSTED.

Honorable Richard J. Daley, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance:*

OFFICE OF THE MAYOR
CITY OF CHICAGO
November 17, 1969.

*To the Honorable, The Members of the City Council of the City of Chicago:*

GENTLEMEN—At the request of Mr. Lewis W. Hill, Chairman of the Department of Urban Renewal, I am transmitting herewith copies of an ordinance, "Authorizing the Levy of an Annual Special Assessment in Connection with the Maintenance Cost of a Pedestrian Mall at 63rd-Halsted."

This ordinance will authorize the Circuit Court of Cook County to appoint five (5) Commissioners in accordance with the terms of the State Legislation, establish the District and approve the levying of a special assessment for the annual maintenance cost of the 63rd-Halsted Pedestrian Mall in Project Central Englewood.

Thank you for your consideration of this matter.

Very truly yours,
(Signed) RICHARD J. DALEY,
*Mayor.*

### *Referred*—PROPOSED ORDINANCES TO RECLASSIFY SPECIFIED PARCELS OF LAND TO PERMIT CONSTRUCTION OF COMMUNITY COLLEGES IN DESIGNATED AREAS (MAP NOS. 18-K AND 24-D).

Honorable Richard J. Daley, Mayor, submitted the following communication, which was, together with the proposed ordinances transmitted therewith, *Referred to the Committee on Buildings and Zoning:*

November 17, 1969.

*To the Honorable, The Members of the City Council of the City of Chicago:*

GENTLEMEN—At the request of Mr. Oscar E. Shabat, Chancellor of the Chicago City College, I transmit herewith two map amendment ordinances to change the zoning to permit the construction of a new southwest side community college campus located at S. Pulaski Road and W. 76th Street, and a new southeast side community college campus located at E. 103rd Street and S. Doty Avenue.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,
(Signed) RICHARD J. DALEY,
*Mayor.*

### Tribute Paid to Late Judge Walker Butler.

Honorable Richard J. Daley, Mayor, on behalf of himself and the other members of the City Council presented the following proposed resolution:

WHEREAS, Almighty God, in His Infinite Wisdom, has called to his eternal reward the Honorable Walker Butler, Judge of the Circuit Court of Cook County, on November 15, 1969; and

WHEREAS, Judge Butler served this community with great dedication, legal capacity and integrity: he was an Assistant State's Attorney from 1926 to 1933, thereafter serving as an Assistant Illinois Attorney General for seven years; he was elected State Senator in 1942, representing the 13th Illinois Senatorial District, and his ability was recognized in having been named Republican majority whip in 1949, and president pro tem and majority leader in 1952. Among the significant measures he sponsored was the bill which established the Chicago Regional Port District at Lake Calumet. Judge Butler was elected to the Circuit Court bench in 1953 where he served for sixteen years until the present; he was head of the Chancery Division for two years and served as a member of the Executive Committee of the Circuit Court; and

WHEREAS, Judge Butler was a native Chicagoan and attended Chicago schools. He was graduated from Loyola University Law School and became a member of the Chicago, Illinois State and American Bar Associations. His interest in furthering legal education was evidenced by his having become a Professor of Law at the John Marshall Law School, a position he held for seventeen years; he was instrumental in organizing a Police Training School in Illinois; and

WHEREAS, He enjoyed a widespread reputation for compassion, fairness and kindliness and was known for his high ideals and firm loyalties to his fellow citizens, to his friends and mankind; now, therefore,

*Be It Resolved,* That the Mayor and members of the City Council in meeting assembled this 17th day of November, A.D. 1969, do hereby acknowledge our esteem for Walker Butler, and our deep sense of loss, and extend to his bereaved widow, Erva, and his sons, Walker, Jr., and Gary S., our most sincere condolences; and

*Be It Further Resolved,* That as a mark of respect to his memory, this resolution be incorporated in the permanent record of the Proceedings of the City Council, and that a copy thereof be presented to the family of Judge Walker Butler.

Alderman Bohling moved to *Suspend the Rules Temporarily,* to permit immediate consideration of and action upon said proposed resolution. The motion *Prevailed.*

On motion of Alderman Bohling (seconded by Aldermen Marzullo, Keane, Buchanan (for himself and Alderman Lupo)) the foregoing proposed resolution was *Adopted,* unanimously, by a rising vote.

In their remarks the seconding Aldermen all lauded the late Judge for his many outstanding qualities while he was a member of the State Legislature and as a Judge. His contribution toward the establishment of Lake Calumet Harbor was cited as an outstanding accomplishment due to his hard work. All agreed that he had been an accomplished jurist, due to many, many hours spent reviewing and studying all phases involving the cases pending before him. It was noted that his loss was indeed a great one, not only for the City, but also for the County and State. All extended condolences to the bereaved family.

Honorable Richard J. Daley, thereupon addressed the Council, stating that he too had served in the State Legislature with Judge Butler. He spoke of him as having been a "reasonable" man, demonstrating sympathy and understanding to all, and especially to young people who appeared before him. He characterized the late Judge as a truly dedicated public servant, stating that the people of Chicago owed a great debt of appreciation to him for all his many helpful contributions. He concluded by extending his sympathy to the family, stating that he spoke for all Chicago and that all would truly miss him.

### Tribute Paid to Late Marshall F. Bynum.

Honorable Richard J. Daley, Mayor, on behalf of himself and the other members of the City Council presented the following proposed resolution:

> WHEREAS, Almighty God, in His Infinite Wisdom, has called to his eternal reward Marshall F. Bynum, Commissioner of the Chicago Park District, on November 9, 1969; and
>
> WHEREAS, Commissioner Bynum served with distinction after becoming a member of the park district board in 1967, and concentrated upon resolving the problems of water pollution in Lake Michigan. He was active in many civic and business organizations, and served as treasurer of the Chicago branch of the National Association for the Advancement of Colored People; and
>
> WHEREAS, Commissioner Bynum was educated at the Brownell Elementary School, Parker High School, and was graduated in 1932 from the Worsham School of Mortuary Science. He became associated with the Charles S. Jackson Company, Inc., Funeral Home in 1936 and was the owner and operator of the home since 1962. He was a director of the Service Federal Savings and Loan Association and the Independence Bank of Chicago, the organization of which he helped to establish. He served as Vice President and Director of the Harvard-St. George Private School; and
>
> WHEREAS, All who knew Marshall F. Bynum were impressed with his friendliness, his readiness to help, his integrity and his loyalty to the community, and his many friends; now, therefore,
>
> *Be It Resolved,* That the Mayor and members of the City Council in meeting assembled this 17th day of November, A.D. 1969, do hereby acknowledge our esteem for Marshall F. Bynum, and our deep sense of loss, and extend to his bereaved widow, Gloria, and his two children, Marsha and Marshall F. Jr., our sincere condolences; and
>
> *Be It Further Resolved,* That as a mark of respect to his memory, this resolution be incorporated in the permanent record of the Proceedings of the City Council, and that a copy thereof be presented to the family of Marshall F. Bynum.

Alderman Frost moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed.*

On motion of Alderman Frost (seconded by Aldermen Metcalfe, Biggs, Rayner, Cousins, Keane, Simon and Burke) the foregoing proposed resolution was *Adopted,* unanimously, by a rising vote.

### Tribute Paid to Late Byron Dalton.

Honorable Richard J. Daley, Mayor, on behalf of himself and the other members of the City Council presented the following proposed resolution:

> WHEREAS, Almighty God, in His Infinite Wisdom, has called to his eternal reward Mr. Byron Dalton; and
>
> WHEREAS, Byron Dalton was active in the Labor movement in Chicago and the United States for over fifty-five years, having founded and served as President of the Chicago Plasterers' Institute; and
>
> WHEREAS, Byron Dalton was a well known figure in Chicago, having been active in both civic and charitable pursuits, noteworthy among them being his efforts on behalf of Chicago's Mercy Hospital; and
>
> WHEREAS, Mr. Dalton frequently appeared before this City Council and the Committees of the Congress of the United States in his campaign for safety and building construction and on behalf of the members of the Plastering Trade. His advocacy was forceful and straightforward and won for him the friendship of the members of the Chicago City Council; and
>
> WHEREAS, Mr. Dalton was a devoted husband and a loving father, setting an example for all who knew him and epitomizing the finest qualities of loyalty, hard work and dedication to the principles in which he believed; now, therefore,
>
> *Be It Resolved,* That we, the members of the City Council of the City of Chicago do hereby extend to Mrs. Dalton and the Dalton Family our deep sympathy upon the death of their husband and father; and
>
> *Be It Further Resolved,* That a suitable copy of this resolution be presented to the bereaved family of Byron Dalton.

Alderman Burke moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed resolution. The motion *Prevailed.*

On motion of Alderman Burke (seconded by Alderman Fifielski and Alderman Kerwin) the foregoing proposed resolution was *Adopted,* unanimously, by a rising vote.

### Tribute Paid to Late Gen. Robert E. Wood.

Honorable Richard J. Daley, Mayor, on behalf of himself and the other members of the City Council presented the following proposed resolution:

> WHEREAS, Almighty God has called to eternal rest General Robert E. Wood, at the age of 90 years; and
>
> WHEREAS, General Wood was born in Kansas City, Mo., in 1879, the son and grandson of men who had served as captains in the Union Army; he carried on the tradition at West Point where he graduated with honors in 1900; he served as a cavalry lieutenant in the Philippines until 1902 and in 1905 went to the Panama Canal Zone as an assistant to the chief engineer of the canal building project; in 10 years in the canal zone he distinguished himself in a variety of administrative positions; and
>
> WHEREAS, These conspicuous abilities were further placed at his country's disposal when, during World War I he was named general purchasing officer of the Engineering Fleet Corporation; after serving with the 42nd (Rainbow) Division in France as a lieutenant colonel of cavalry, he became chief of transportation under the general staff; he became one of the youngest general officers in the U.S. Army with his promotion in 1918 to Brigadier General, and was at the same time assigned as acting quartermaster of the U.S. Army; and
>
> WHEREAS, Gen. Wood's obvious organizational talents brought him to the attention of Sears, Roebuck & Co., which elected him president in 1928 and chairman of the board in 1939; his successful efforts in turning what was then solely a mail-

order house into the giant retail corporation it has now become established him as one of the most prominent businessmen in the United States; and

WHEREAS, Gen. Wood's involvement with business did not prevent him from continuing a public career as well: he was appointed a director of the Chicago Federal Reserve Bank; he was chairman of the Chicago Community Fund in 1937, and served as chairman of the Chicago General Advisory Board on Housing in 1936; and

WHEREAS, Gen. Wood contributed to America's war efforts in World War II as civilian advisor to the Chicago ordinance district, and as consultant to the air service command; and

WHEREAS, Gen. Wood gave freely of his time to the Chicago community; serving as a director of the Lyric Opera, and as a trustee of Presbyterian-St. Luke's Hospital, the Museum of Science and Industry, and the Lake Forest Academy; one of his chief interests was the Chicago Boys Clubs which he served as president from 1950 to 1959; and

WHEREAS, Gen. Wood was all his life a man of vigor and forcefulness; the soldier's discipline acquired in his youth remained with him as he broadened his activities to private business and public service; he took his citizenship seriously, and never allowed political disagreement to turn into disaffection for the country he loved; now, therefore,

*Be It Resolved,* That the Mayor and members of the City Council, in meeting assembled this 17th day of November, A.D. 1969, do publicly acknowledge their sorrow at the passing of General Robert E. Wood, a distinguished Chicagoan and a great American; and

*Be It Further Resolved,* That this memorial resolution be spread upon the permanent record of this Council, and that a suitable copy thereof be presented to the family of General Robert E. Wood.

Alderman Sperling moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the said proposed resolution. The motion *Prevailed.*

On motion of Alderman Sperling the foregoing proposed resolution was *Adopted,* unanimously, by a rising vote.

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## *CITY COUNCIL INFORMED AS TO MISCELLANEOUS DOCUMENTS FILED OR RECEIVED IN CITY CLERK'S OFFICE.*

John C. Marcin, City Clerk, informed the City Council that documents have been filed or received in his office, relating to the respective subjects designated, as follows:

### *Proclamations.*

Proclamations of Honorable Richard J. Daley, Mayor, designating times for special observances as follows:

"Sesame Street Day in Chicago": November 10, 1969;

"Key Club Week in Chicago—Kiwanis International": October 26 through November 1, 1969;

"Chicago International Film Festival Period in Chicago": November 8 through November 20, 1969;

"United States Marine Corps Week in Chicago": November 9 through November 15, 1969;

"Girl Scout Day in Chicago": Sunday, November 16, 1969;

"Traffic Safety Days in Chicago": Period of the Chicago Automobile Show February 21st through March 1st, 1970;

"Civil Rights Day in Chicago": Saturday, November 15, 1969;

"Richard Towalski Day in Chicago": Sunday, November 9, 1969;

"Veterans Day": November 11, 1969;

"St. Mary of Nazareth Hospital Day in Chicago": Wednesday, November 26, 1969;

"A Week of National Unity": November 9 through November 16, 1969;

"Farm Labor Week in Chicago": November 9-15, 1969;

"International Livestock Exposition Time": November 28 through December 7, 1969;

"Day of Prayer and Concern": Sunday, November 9, 1969;

"Cub Scout Pow Wow Day in Chicago": November 15, 1969.

### *Acceptances and Bonds under Ordinances.*

Also acceptances and bonds under ordinances as follows:

Ceylon Realty Company: acceptance and bond under an ordinance passed on July 15, 1969 (vault and elevator pit); filed on September 17, 1969;

The Lurie Company: acceptance and bond under an ordinance passed on September 17, 1969 (intake and discharge water pipes); filed on November 5, 1969;

The Salvation Army: acceptance and bond under an ordinance passed on September 17, 1969 (vault); filed on November 4, 1969.

### *Duplicate Payrolls.*

Also duplicate payrolls for the periods ended on October 15 and 31, 1969, received from Otto H. Loser, City Comptroller, as follows:

Police Department Payrolls 1180, 1180H, 1186 and 1187;

Fire Department Payrolls 1230, 1230H and 1235;

Miscellaneous Payrolls.

### *Reports and Documents of Commonwealth Edison Co.*

Also a communication (received on November 3, 1969) signed by William H. Colwell, Secretary of the Commonwealth Edison Company, which reads as follows:

"Pursuant to the provision of the 1948 Franchise Ordinance granted to this Company, I am enclosing copies of reports of the Company, as listed below:

Monthly report to Illinois Commerce Commission with respect to routine transactions with affiliates for the month of September, 1969.

Statement, dated October 16, 1969, for bills issued in November, 1969, to Illinois Commerce Commission relating to Standard Contract Rider No. 20.

Monthly statement to Federal Power Commission (F.P.C. Form No. 5), of electric operating revenues and income for the month of September, 1969.

Monthly power statement to Federal Power Commission (F.P.C. form 12-E), for the month of August, 1969.

Monthly power plant report to Federal Power

Commission (F.P.C. Form No. 4), for the month of August, 1969.

Monthly power plant report to Federal Power Commission (F.P.C. Form No. 4), for the month of September, 1969.

Quarterly report to Securities and Exchange Commission (Form R-2), on working capital and long-term debt as of September 30, 1969.

Quarterly report to Securities and Exchange Commission (Form R-3), on plant and equipment expenditures for the quarter ending September 30, 1969.

Quarterly report to stockholders, dated November 1, 1969 filed with Securities and Exchange Commission."

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## *CITY COUNCIL INFORMED AS TO PUBLICATION OF ORDINANCES.*

The City Clerk informed the City Council that all those ordinances which were passed by the City Council on October 29, 1969, and which were required by statute to be published in book or pamphlet form or in one or more newspapers, were published in pamphlet form on November 12, 1969 by being printed in full text in printed pamphlet copies of the Journal of the Proceedings of the City Council of the regular meeting held on October 29, 1969 [published by authority of the City Council in accordance with the provisions of Section 5-5 of the Municipal Code of Chicago, as passed on December 22, 1947], which printed pamphlet copies were delivered to the City Clerk on November 12, 1969.

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## *MISCELLANEOUS COMMUNICATIONS, REPORTS, ETC. REQUIRING COUNCIL ACTION (TRANSMITTED TO CITY COUNCIL BY CITY CLERK).*

The City Clerk transmitted communications, reports, etc., relating to the respective subjects listed below, which were acted upon by the City Council in each case in the manner noted, as follows:

### *Monthly Report of Dept. of Health (Medical Examination and Emergency Treatment).*

A report of the Board of Health (Medical Examination and Emergency Treatment) for the month of October, 1969.—*Placed on File.*

### *Court Decision.*

Also a communication from the Department of Law signed by Edmund Hatfield, Assistant Corporation Counsel and Marvin E. Aspen, Head of Appeals and Review Division, addressed to the City Council under date of October 31, 1969, advising the City Council that on October 28, 1969 the United States Court of Appeals for the Seventh Circuit, reversed in part the judgment of the District Court in a cause entitled *Carolyn S. McCrimmon et al., Plaintiffs-Appellants, vs. Richard J. Daley, Mayor and Local Liquor Control Commissioner of the City of Chicago, James Conlisk, Raymond Simon and William G. Clark, Defendants-Appellees, No. 17397.* The District Court had dismissed a class action brought by several tavern owners and bar maids seeking a declaration that a certain section of the Bar Maid ordinance be held unconstitutional. The Bar Maid ordinance prohibits employment of certain female persons. The Court of Appeals indicated that the lower court should further explore the question of whether this factor might not operate to save the Chicago ordinance under which a female licensee can tend bar and employ her female relatives. Affirmed in part, vacated in part and remanded.—*Placed on File.*

### *Zoning Reclassifications of Particular Areas.*

Also applications (in triplicate) together with the proposed ordinances for amendment of the Chicago Zoning Ordinance, as amended, for the purpose of reclassifying particular areas, which were *Referred to the Committee on Buildings and Zoning,* as follows:

Chicago Properties Corporation—to classify as a B6-7 Restricted Central Business District instead of a B7-6 General Central Business District the area shown on Map No. 1-E bounded by

E. Chicago Avenue; a line 175 feet east of the alley next east of and parallel to N. Michigan Avenue; the alley next south of and parallel to E. Chicago Avenue; a line 295 feet east of N. Michigan Avenue; E. Superior Street; a line 130 feet east of N. Michigan Avenue; the alley next south of and parallel to E. Chicago Avenue; and the alley next east of and parallel to N. Michigan Avenue;

Illinois Bell Telephone Company—to classify as a B5-1 General Service District instead of a B4-1 Restricted Service District the area shown on Map No. 11-J bounded by

the alley next north of and parallel to W. Montrose Avenue; N. Central Park Avenue; W. Montrose Avenue; and N. Monticello Avenue;

Northway Cleaners, Inc.—to classify as a C1-2 Restricted Commercial District instead of a B4-1 Restricted Service District the area shown on Map No. 9-0 bounded by

W. Irving Park Road; N. Olcott Avenue; a line 150 feet west of N. Olcott Avenue; and the alley next south of and parallel to W. Irving Park Road;

Richard A. Saccone—to classify as an R6 General Residence District instead of an R4 General Residence District, a C1-2 Restricted Commercial District and an M1-2 Restricted Manufacturing District the area shown on Map No. 3-F bounded by

a line 99 feet south of W. Blackhawk Street; N. Larrabee Street; a line 395.97 feet south of W. Blackhawk Street; W. Siebens Place; N. Ogden Avenue; W. Blackhawk Street; and a line 280 feet west of N. Larrabee Street.

### *Claims against City of Chicago.*

Also claims against the City of Chicago, which were *Referred to the Committee on Finance,* filed by the following:

Allstate Insurance Co. and John Morrice, American Petrochemical Corp., The American Road Insurance Co. and Gertrude Bell, Arlene Appelt, Ashland Building and Improvement Co., George M. Bifano, James Bradley, Jerry M. Brasfield, Brown & Brown Agency, Inc. and Mrs. Edward S. Vihon, James A. Cain, Wilbur H. Case, Andrew Ciszak, Clark Oil and Refining Corp., Dominick DeRosa, David Drabek, Kenneth Edmund, Leon and Lorraine Fonferko, Paul F. Green, Amy R. Greene, Inez Glenn, Alonzo Hughes, Lillian Jefferson, John Johnson, H. Kerman, Keystone Car Leasing Corp., Radivoj Krkljus, Lulu McManus, Eli Nierman, (2), Oak Park National Bank, Trust No. 8206, William J. Painter, W. Peck, Marie Perra, Lloyd T. Petersen, Alberto Quiroga, Thomas A. Roberson, Bob Stein, Mrs. C. Storti, Svithiod Singing Club, Marie Thomas, Jorge Tovar, John T. Vallis, Kenneth P. Wheeler, Emil Wolper, Stella Zander.

### *Settlements of Suits with Entries of Judgments against City.*

Also a report from the Corporation Counsel addressed to the City Council under date of November 3, 1969 (signed by Brian M. Kilgallon, Assistant Corporation Counsel), as to suits against the City of Chicago in which settlements were made and judgments entered.—*Referred to the Committee on Finance.*

### *Petition for Annexation to City of Chicago of Certain Land in Unincorporated Territory Known as Mount Olivet Cemetery.*

Also a petition received in the City Clerk's office, addressed to him under date of October 31, 1969, from the Right Reverend Monsignor F. J. McElligott, Archdiocesan Director of Catholic Cemeteries, owned and operated by The Catholic Bishop of Chicago, requesting that the City of Chicago annex to the City of Chicago, specified unincorporated territory known as Mount Olivet Cemetery, which was *Referred to the Committee on Finance.*

### *Petition for Annexation to City of Chicago of Portion of Certain Territory in Unincorporated Territory in Vicinity of W. Higgins Road and N. Fairview Av.*

Also a petition received in the City Clerk's office, in which the property owners, William J. Moreland and Izora M. Moreland, d/b/a Moreland Realty, Inc., request that the City of Chicago annex to the City of Chicago certain territory in the vicinity of W. Higgins Road and N. Fairview Avenue, which was *Referred to the Committee on Finance.*

### *Proposed Ordinance to Amend Municipal Code to Establish Department of Nutritional Needs.*

Also a communication from James S. Carson, Special Projects Assistant for the Archdiocesan Committee on Poverty, addressed to the City Clerk under date of November 14, 1969, transmitting a proposed ordinance to amend Chicago Municipal Code by adding "Chapter 9A" to establish a Department of Nutritional Needs, which was *Referred to the Committee on Finance.*

### *Proposed Order to Authorize Commissioner of Public Works to Approve Contractor's Request to Use Helicopter for Specified Purposes at Northwest Incinerator.*

Also a communication from Milton Pikarsky, Commissioner of Public Works, addressed to the City Clerk under date of November 14, 1969, transmitting a proposed order to authorize the Commissioner to approve a contractor's request to lift condenser units to the roof of the Northwest Incinerator by helicopter, which was *Referred to the Committee on Finance.*

### *Proposed Ordinance for Franchise Agreement to Lerner Communications Corp. to Operate Community Antenna Television System in City of Chicago.*

Also a communication from Louis A. Lerner, President, Lerner Communications Corporation, addressed to the City Clerk under date of November 12, 1969, transmitting a proposed ordinance for a franchise agreement with Lerner Communications Corporation, to operate a Community Antenna Television System in the City of Chicago, which was *Referred to the Committee on Finance.*

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### *Referred*—PROPOSED ORDINANCES RECOMMENDED BY BOARD OF LOCAL IMPROVEMENTS FOR *Repeal* OF CERTAIN IMPROVEMENT ORDINANCES.

The City Clerk transmitted three communications from Virgil A. Berg, Secretary of the Board of Local Improvements, addressed to him under dates of November 12 and 14, 1969, transmitting three proposed ordinances recommended by the Board for *repeal* of the improvement ordinances passed on the dates noted below, which were *Referred to the Committee on Local Industries, Streets and Alleys,* as follows:

Constructing ten inch tile pipe sewer with four new concrete manholes and three new concrete catchbasins, complete and for grading and paving with eight inches of Portland Cement Concrete and otherwise improving the roadways of the alleys between W. 80th Street, W. 81st Street, S. Emerald Avenue and S. Halsted Street; also that part of the north-south alley from a line parallel with and 18 feet north of the south line of W. 80th Street to the south line of W. 80th Street; (repeals ordinance passed on December 30, 1968).

Constructing two ten inch tile pipe sewers with four new concrete manholes and four new concrete catchbasins complete, and for grading and paving with eight inches of Portland Cement Concrete and otherwise improving the roadways of the alleys between W. 50th Street, W. 51st Street, S. Seeley Avenue and S. Hoyne Avenue; also that part of the east-west alley from a line parallel with and eighteen feet east of the west line of S. Seeley Avenue to the west line of S. Seeley Avenue (repeals ordinance passed on September 11, 1968).

Constructing sewers with concrete manholes and concrete catchbasins in the following sewer system: E. 143rd Street (Sanitary) Sewer System (repeals ordinance passed on June 2, 1967).

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### *Referred*—PROPOSED ORDINANCES RECOMMENDED BY BOARD OF LOCAL IMPROVEMENTS FOR ALLEY IMPROVEMENTS.

The City Clerk transmitted the following communications addressed to him under dates of October 31 and November 13, 1969 (signed by Virgil A. Berg, Secretary of the Board of Local Improvements), which were together with the proposed ordinances transmitted therewith, *Referred to the Committee on Local Industries, Streets and Alleys,* as follows:

"Submitted herewith are two (2) improvement ordinances for presentation to the City Council at its next regular meeting, November 17, 1969:

"As provided in the Local Improvement Act, the Board has held public hearings on said improvements with reference to the extent, nature, kind, character and estimated cost thereof and recommends passage of said ordinances.

Ward 23—Grading and paving alleys between W. Archer Avenue, W. 56th Street, S. Rutherford Avenue and S. Oak Park Avenue;

Ward 23—Grading and paving alley between W. 56th Street, W. 57th Street, Indiana Harbor Belt Railroad and S. Massasoit Avenue".

"Submitted herewith are two (2) improvement ordinances for presentation to the City Council at its next regular meeting, November 17, 1969:

"As provided in the Local Improvement Act, the Board has held public hearings on said improvements with reference to the extent, nature, kind, character and estimated cost thereof and recommends passage of said ordinances.

Ward 23—Grading and paving alley between W. 52nd Street, W. 53rd Street, S. Massasoit Avenue and S. Menard Avenue;

Ward 23—Grading and paving alley between W. 56th Street, W. 57th Street, S. Mayfield Avenue and S. Mason Avenue".

## REPORTS OF COMMITTEES.

Committee reports were submitted as indicated below. *No request under the statute was made by any two aldermen present to defer any of said reports for final action thereon, to the next regular meeting of the Council, except where otherwise indicated.*

### COMMITTEE ON FINANCE.

#### Transfers of Funds in Appropriations Authorized and Directed.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, to authorize and direct transfers of funds in certain appropriations.

On motion of Alderman Keane the said proposed ordinance was *Passed*, by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—47.

*Nays*—None.

Alderman Wigoda moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said ordinance as passed:

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the City Comptroller and the City Treasurer are authorized and directed to make the following transfers of funds for the year 1969. The department heads making the requests for these transfers have certified that such transfers from the accounts shown will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1969, payable from such appropriations:

| *From Account* | *Purpose* | *Amount* | *To Account* | *Purpose* | *Amount* |
|---|---|---|---|---|---|
| | | DEPARTMENT OF BUILDINGS | | | |
| 100.4300.005 | Salaries and Wages—on Payroll | $35,000.00 | 100.4300.149 | Other Professional and Technical Services | $35,000.00 |
| | | CIVIL SERVICE COMMISSION | | | |
| 100.1710.130 | Postage and Postal Charges | 4,500.00 | 100.1710.424 | Furniture and Furnishings | 11,000.00 |
| 100.1710.152 | Advertising | 4,500.00 | | | |
| 100.1710.350 | Stationery and Office Supplies | 2,000.00 | | | |
| | | HOUSE OF CORRECTION | | | |
| 100.2422.005 | Salaries and Wages—on Payroll | 15,000.00 | 100.2422.330 | Food | 15,000.00 |
| 100.2426.345 | Apparatus and Instruments.. | 200.00 | 100.2426.424 | Furniture and Furnishings | 200.00. |

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### Direction Given for Transfer of Certain Monies from Working Cash Fund to General Corporate Fund.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

> Directing the transfer of thirty-one million one hundred fifty-six thousand five hundred twenty-seven dollars and eighty-two cents ($31,156,527.82) from the Working Cash Fund to the General Corporate Fund of the City of Chicago in anticipation of collection of taxes for general corporate purposes levied for the year 1969.

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. In order to provide monies with which to meet ordinary and necessary disbursements for general corporate purposes, the City Treasurer is directed to transfer from the Working Cash Fund to the General Corporate Fund the sum of thirty-one million one hundred fifty-six thousand five hundred twenty-seven dollars and eighty-two cents ($31,156,527.82) in anticipation of the collection of that part of the taxes levied for general corporate purposes of the City of Chicago for the year 1969 which is in excess of the amount thereof required to pay any tax anticipation warrants and interest thereon.

SECTION 2. It is hereby declared that the entire amount of taxes, which it is estimated will be extended for general corporate purposes of the City of Chicago for the year 1969 by the County Clerk upon the books of the County Collector of Cook County in anticipation of the collection of part of which the foregoing transfer is to be made and from which the Working Cash Fund is to be reimbursed, is one hundred ninety-six million four hundred eighty-eight thousand three hundred dollars ($196,488,300.00); that the aggregate amount of warrants heretofore issued in anticipation of the collection of said taxes and the amount of interest accrued and which the City Council estimates will accrue thereon is one hundred twenty-nine million six hundred thirty-five thousand dollars ($129,635,000.00).

SECTION 3. This ordinance shall be effective upon its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—47.

*Nays*—None.

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### Approval Given to Mayor's Appointment of George Connelly, Sr. as Member of Board of Examiners of Plumbers.

The Committee on Finance submitted the following report:

CHICAGO, November 17, 1969.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred a communication dated October 29, 1969 from the Office of the Mayor concerning the appointment of Mr. George Connelly Sr. as a member of the Board of Examiners of Plumbers, having had the same under advisement, begs leave to report and recommend that Your Honorable Body concur and approve the appointment of Mr. George Connelly Sr., as a member of the Board of Examiners of Plumbers.

This recommendation was concurred in by 46 members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS E. KEANE,
*Chairman.*

On motion of Alderman Keane the committee's recommendation was Concurred In and said appointment of George Connelly, Sr. was *Approved,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—47.

*Nays*—None.

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### Filing of Application Authorized with U.S.A. for Advance of Funds for Public Works Planning, Etc. Under Public Law 560 as Amended (Randolph Street Bridge at South Branch of Chicago River).

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (referred to the committee on October 8, 1969):

WHEREAS, The City of Chicago (herein called the "Applicant"), after thorough consideration of the various aspects of the problem and study of available data, has hereby determined that the construction of certain public works, generally described as the Randolph Street Bridge at South Branch of Chicago River, is desirable and in the public interest and to that end it is necessary that action preliminary to the construction of said works be taken immediately; and

WHEREAS, Under the terms of Public Law 560, 83rd Congress, as amended, the United States of America has authorized the making of advances to public bodies to aid in financing the cost of engineering and architectural surveys, designs, plans, working drawings, specifications or other action preliminary to and in preparation for the construction of public works; and

WHEREAS, The applicant has examined and duly considered such act and the applicant considers it to be in the public interest and to its benefit to file an application under said act and to authorize other action in connection therewith; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the construction of said public works is essential to and is to the best interests of the applicant, and to the end that such public works may be provided as promptly as practicable it is desirable that action preliminary to the construction thereof be undertaken immediately.

SECTION 2. That the Mayor of the City of Chicago be hereby authorized to file in behalf of the applicant an application (in form required by the United States and in conformity with said act) for an advance to be made by the United States to the applicant to aid in defraying the cost of plan preparation for the above described public works, which shall consist generally of preliminary and final plans and specifications.

SECTION 3. That if such advance be made, the applicant shall provide or make necessary arrangements to provide such funds, in addition to the advance, as may be required to defray the cost of the plan preparation of such public works.

SECTION 4. That the Commissioner of Public Works of the City of Chicago is hereby authorized to furnish such information and take such action as may be necessary to enable the applicant to qualify for the advance.

SECTION 5. That the officer designated in the preceding paragraph is hereby designated as the authorized representative of the applicant for the purpose of furnishing to the United States such information, data, and documents pertaining to the application for an advance as may be required; and otherwise to act as the authorized representative of the applicant in connection with this application.

SECTION 6. That certified copies of this ordinance be included as part of the application for an advance to be submitted to the United States.

SECTION 7. This ordinance shall be effective from and after its passage and due publication.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—47.

*Nays*—None.

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### Filing of Application Authorized with U.S.A. for Advance of Funds for Public Works Planning, Etc. Under Public Law 560 as Amended (Area 4 Police Headquarters).

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (referred to the committee on October 8, 1969):

WHEREAS, The City of Chicago (herein called the "Applicant"), after thorough consideration of the various aspects of the problem and study of available data has hereby determined that the construction of certain public works, generally described as Area 4 Police Headquarters, is desirable and in the public interest and to that end it is necessary that action preliminary to the construction of said works be taken immediately; and

WHEREAS, Under the terms of Public Law 560, 83rd Congress, as amended, the United States of America has authorized the making of advances to public bodies to aid in financing the cost of engineering and architectural surveys, designs, plans, working drawings, specifications or other action preliminary to and in preparation for the construction of public works; and

WHEREAS, The applicant has examined and duly considered such act and the applicant considers it to be in the public interest and to its benefit to file an application under said act and to authorize other action in connection therewith; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the construction of said public works is essential to and is to the best interests of the applicant, and to the end that such public works may be provided as promptly as practicable it is desirable that action preliminary to the construction thereof be undertaken immediately.

SECTION 2. That the Mayor of the City of Chicago be hereby authorized to file in behalf of the applicant an application (in form required by the United States and in conformity with said act) for an advance to be made by the United States to the applicant to aid in defraying the cost of plan preparation for the above described public works, which shall consist generally of preliminary and final plans and specifications.

SECTION 3. That if such advance be made, the applicant shall provide or make necessary arrangements to provide such funds, in addition to the advance, as may be required to defray the cost of the plan preparation of such public works.

SECTION 4. That the Commissioner of Public Works of the City of Chicago is hereby authorized to furnish such information and take such action as may be necessary to enable the applicant to qualify for the advance.

SECTION 5. That the officer designated in the preceding paragraph is hereby designated as the authorized representative of the applicant for the purpose of furnishing to the United States such information, data, and documents pertaining to the application for an advance as may be required; and otherwise to act as the authorized representative of the applicant in connection with this application.

SECTION 6. That certified copies of this ordinance be included as part of the application for an advance to be submitted to the United States.

SECTION 7. This ordinance shall be effective from and after its passage and due publication.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—47.

*Nays*—None.

### Filing of Application Authorized with U.S.A. for Advance of Funds for Public Works Planning, Etc. under Public Law 560 as Amended (Intermediate Level of Wacker Drive).

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (referred to the committee on October 8, 1969):

WHEREAS, The City of Chicago (herein called the "Applicant"), after thorough consideration of the various aspects of the problem and study of available data has hereby determined that the construction of certain public works, generally described as the Intermediate Level of Wacker Drive, is desirable and in the public interest and to that end it is necessary that action preliminary to the construction of said works be taken immediately; and

WHEREAS, Under the terms of Public Law 560, 83rd Congress, as amended, the United States of America has authorized the making of advances to public bodies to aid in financing the cost of engineering and architectural surveys, designs, plans, working drawings, specifications or other action preliminary to and in preparation for the construction of public works; and

WHEREAS, The applicant has examined and duly considered such act and the applicant considers it to be in the public interest and to its benefit to file an application under said act and to authorize other action in connection therewith; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the construction of said public works is essential to and is to the best interests of the applicant, and to the end that such public works may be provided as promptly as practicable it is desirable that action preliminary to the construction thereof be undertaken immediately.

SECTION 2. That the Mayor of the City of Chicago be hereby authorized to file in behalf of the applicant an application (in form required by the United States and in conformity with said act) for an advance to be made by the United States to the applicant to aid in defraying the cost of plan preparation for the above described public works, which shall consist generally of preliminary and final construction plans and specifications.

SECTION 3. That if such advance be made, the applicant shall provide or make necessary arrangements to provide such funds, in addition to the advance, as may be required to defray the cost of the plan preparation of such public works.

SECTION 4. That the Commissioner of Public Works of the City of Chicago is hereby authorized to furnish such information and take such action as may be necessary to enable the applicant to qualify for the advance.

SECTION 5. That the officer designated in the preceding paragraph is hereby designated as the authorized representative of the applicant for the purpose of furnishing to the United States such information, data, and documents pertaining to the application for an advance as may be required; and otherwise to act as the authorized representative of the applicant in connection with this application.

SECTION 6. That certified copies of this ordinance be included as part of the application for an advance to be submitted to the United States.

SECTION 7. This ordinance shall be effective from and after its passage and due publication.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—47.

*Nays*—None.

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### City Comptroller Authorized to Execute Agreement with Property Owners for Installation, Maintenance, Etc. of Electronic and Navigational Communication Facilities for Dept. of Police.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (referred to the committee on October 29, 1969):

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City Comptroller, subject to approval as to form and legality of the Corporation Counsel, is authorized to execute on behalf of the City of Chicago agreements with owners of property as may be described therein permitting the City of Chicago to install, operate, and maintain electronic, navigational and communication facilities thereon, said agreement to be in substantially the following form:

AGREEMENT

This agreement made and entered into this..... day of ................., 19..., by and between ....................hereinafter called licensor, and the City of Chicago, a municipal corporation of the State of Illinois, hereinafter called licensee.

WITNESSETH:

In consideration of the mutual covenants hereinafter stated, the parties hereto agree as follows:

Licensor hereby grants to the licensee a license to occupy and use, subject to all of the terms and conditions hereinafter stated, the property described as follows to wit:

.........................................

.........................................

.........................................

The property may be occupied and used by the licensee for the installation, operation and maintenance of an electronic, navigational and communication facility and necessary appurtenances related thereto during the period beginning ........ .............., 19..., and continuing until this agreement is terminated as hereinafter provided.

Licensor hereby grants to the licensee a license to occupy and use, subject to all of the terms and conditions hereinbefore and hereinafter stated, with the right of ingress to and egress from said property at all times for any and all such purposes.

The license herein granted is limited to the uses and purposes hereinabove expressed and for no other purpose whatsoever.

This agreement shall continue from year to year at an annual rate of $1.00 per year, and may be terminated at any time by the licensee. The licensor may terminate this agreement at any time after the expiration of one year from the date of acceptance hereof upon 90 days written notice.

The licensee shall be solely responsible for and maintain the electronic, navigational and communication facility and appurtenances thereto.

Licensee upon prior written approval of licensor shall have the right and privilege to assign this license or any interest therein to any other appropriate agency of government be it Federal, State or local to occupy and use said property for the purposes herein set forth.

The licensee agrees that it does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in the property, by virtue of this license or by occupancy or use hereunder.

On any termination of this agreement the licensee shall quit the property, and shall remove therefrom the electronic, navigational and communication facility and appurtenances thereto, installed in, on, or attached to the property.

The licensee agrees to indemnify and save harmless the licensor from any and all expense claims, suits or demands on account of or growing out of any injury to or the death of any person or persons whomsoever, or damage to property, resulting in any manner from the exercise or the privileges herein given.

The making, execution and delivery of this agreement has been induced by no representations, statements, warranties, or agreements other than those herein expressed. This agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral in effect between the parties relating to the subject matter hereof. This instrument may be amended or modified only by an instrument of equal formality signed by the respective parties.

In Witness Whereof, this agreement is signed by and on behalf of the parties hereto the day and year first above written.

[Signature forms omitted]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

**On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:**

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—47.

*Nays*—None.

### City Comptroller Authorized to Execute Renewal of Lease for Office Space for Model Cities and Urban Renewal Staffs.

**The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:**

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from Oman and Associates, Inc., Agents, for the first, second and third floors in the building located at No. 1025 W. Sunnyside Avenue containing approximately 21,600 square feet; such lease to be approved by the Commissioner of the Department of Urban Renewal and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on page 6367 of this Journal]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

**On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:**

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—47.

*Nays*—None.

### Execution of Agency and Participation Agreement Authorized between City and State to Provide Funds for Emergency Stand-by Power for Runways, Etc. at Chicago-O'Hare International Airport.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, to authorize execution of an Agency and Participation Agreement between City and State of Illinois providing State funds for emergency stand-by power for runways 14R-32L and 9L-27R together with associated taxiways at Chicago-O'Hare International Airport.

**On motion of Alderman Keane the said proposed ordinance was *Passed,* by yeas and nays as follows:**

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—47.

*Nays*—None.

**The following is said ordinance as passed:**

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Mayor, on behalf of the City of Chicago, is authorized to execute and the City Clerk to attest upon approval of the Corporation Counsel as to form and legality, an Agency and Participation Agreement between the City of Chicago and the State of Illinois, Department of Aeronautics, said agreement to be in substantially the following form:

This Agreement, made and entered into by and

**This Agreement,** Made this ........ day of ........ A. D. 1969, between Oman and Associates, Inc., Agents ........ as Lessor, and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

**Witnesseth:** That the Lessors do hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit:

The first, second and third floors in the building located at 1025 W. Sunnyside Avenue, containing approximately 21,600 square feet, for office area for the Model Cities Staff and the Staff of the Department of Urban Renewal.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of December A. D. 1969, and ending on the 30th day of November A. D. 1970. Lessee has the right to terminate this lease upon thirty days' prior written notice. ~~and the right to renew this lease for a further period of~~ ~~on the same terms and rental, by giving to the Lessor , in either case days' written notice of its election so to do.~~

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessors at 2600 W. Touhy Avenue - 60645 or at such other place as the Lessors from time to time in writing may appoint.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of Two Thousand Eight Hundred Fifty and no/100 - - - - - ($2,850.00) Dollars per month, payable in advance on the first day of each calendar month by the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessors

Lessors during the entire term of this lease shall keep in a condition of thorough repair and good order at their own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessors shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

Lessor to furnish heat, hot water and air-conditioning and plate glass insurance. Lessee to pay for electricity and janitorial service.

It is mutually agreed and understood by and between the parties hereto that the remuneration mentioned in this lease is payable solely from funds when made available by the Federal Government

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessors, and upon the termination of this lease shall surrender said premises to the Lessors in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessors, excepted.

Lessors shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessors may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessors shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

**In Witness Whereof,** this lease is signed by or on behalf of the parties hereto the day and year first above written.

[Signature forms omitted]

between the Department of Aeronautics (hereinafter referred to as "Department"), for and in behalf of the State of Illinois, as Party of the First Part, and the City of Chicago, State of Illinois (hereinafter referred to as "Municipality"), as Party of the Second Part.

WITNESSETH:

Whereas, the Muncipality desires to sponsor a project for the further improvement of a public air navigation facility, known or to be designated as Chicago-O'Hare International Airport, under the Federal Aid Airport Program and the provisions of the Federal Airport Act and the Regulations promulgated pursuant thereto; and

Whereas, this project shall be identified as Chicago-O'Hare International Airport Project, Chicago, Cook County, Illinois, Illinois Project No. 70A-19-492, Federal Aviation Administration Project No. 9-11-012-20, City No. 80.85-69-40; and

Whereas, the Municipality has accordingly requested Federal financial assistance in the accomplishment of such project and responsive thereto, the Federal Government, through the Federal Aviation Administration, has issued to the Municipality a Tentative Allocation (or Allocations) in the sum of One Hundred Twenty-five Thousand, Nine Hundred Dollars ($125,900.00) under the F.A.A. Project designation No. 9-11-012-20; and

Whereas, the Department has had appropriated to it certain monies for the development of public air navigation facilities, subject to the provisions of Section 34 of the Illinois Aeronautics Act; and

Whereas, the Municipality has requested financial assistance and the Department has agreed to make a grant of part of the amount of the non-Federal share of the costs and expenses of said project, and the Municipality has requested the Department to act as its agent in connection therewith; and

Whereas, the parties hereto, by this agreement, intend (a) to fix their respective responsibilities, with reference to each other, with reference to the accomplishment of said project, and with reference to the United States, and (b) to designate the parties to accept, receipt for and disburse all funds and payments of the Federal Government and of the Municipality used or to be used in payment of the costs and expenses of said project or representing reimbursement by the Federal Government on such costs and expenses as shall have been incurred by the parties hereto, or either of them;

Now, Therefore, for and in consideration of the benefits which will accrue to the parties hereto by virtue of this agreement and the respective covenants herein contained, It Is Mutually Covenanted and Agreed as follows:

1. The Municipality shall be the "Sponsor" of the project above identified, except as set forth in paragraph 2 immediately hereafter following.
2. The Department shall contribute financial assistance to the extent hereinafter stated, and furnish project reporting liaison with the Federal Aviation Administration.
3. As between the Municipality, the State of Illinois and the United States, the Municipality shall be the contractual party to such construction contract or contracts as shall be entered into for the accomplishment of the project, subject only to the agency provisions hereinafter set out.
4. Plans, specifications and estimates for said project have been prepared by or at the instance of the Municipality.
5. The Municipality will provide adequate, capable and qualified Illinois Licensed resident project engineer(s) and materials testing technician(s) and will further prepare and transmit such project reports as shall be required by the Federal Aviation Administration, or the Department, including semi-final and a final inspection report on the project work (or, if more than one construction contract is involved, then on each phase of the project work which is covered by separate contract) to the Department, and in conjunction with such final inspection report or reports shall certify to the Department that the work involved has been fully completed in accordance with the plans, specifications and contracts, as the same shall have been modified or supplemented by change order, supplementary contract or otherwise, and that such work is accepted.
6. The Municipality hereby designates the Department, as its Agent, and the Department hereby accepts said designation to act as Agent for the Municipality.
   - (a) To exercise such direction of the project work as its personnel will permit but limited to a determination that the project is being completed in accordance with plans and specifications, provided that neither the Department nor the State shall be held responsible or be chargeable for any damage resulting from performance or attempted performance of said project work or for any other cause or reason.
   - (b) To accept, endorse and deliver to the Municipality without recourse, all warrants issued by the United States in aid of said project pursuant to this agreement.
7. The Municipality shall be a signatory party, in its own name, stead, right and behalf, to the Project Application made or to be made to the Federal Aviation Administration, to the Acceptance of such Grant Offer as shall be tendered by the United States, through the Federal Aviation Administration, to any and all Amendments to such Grant Agreements as shall be executed, and to any and all Applications for Grant payments (Form FAA 5100-6). The Department shall be furnished with one (1) executed copy of each of these documents.
8. The total cost of the project is One Hundred and Ninety Thousand, Eight Hundred Dollars ($190,800.00). The estimated total of construction costs for said project is One Hundred and Sixty-eight Thousand, Two Hundred and Forty-five Dollars ($168,245.00). The Department hereby agrees, with approval of the Governor, to participate in the project, for payment of such construction costs as are not barred by Section 34 of the Illinois Aeronautics Act, from funds appropriated to the Department by and under House Bill No. 909, 76th General Assembly to the extent hereinafter stated. Payments to the Contractor shall be made from time to time on the basis of field reports submitted by the Project Engineer and approved by the Chief Engineer, up to said maximum State funds committed.

On the basis of the Tentative Allocation issued by the Federal Aviation Administration, it is expected that a Grant Offer from the United States will be tendered in the approximate amount of One Hundred and Twenty-five Thousand, Two Hundred and Forty Dollars ($125,240.00). It is understood that the Department will contribute the sum of Sixty-five Thousand, Five Hundred and Sixty Dollars ($65,560.00), for the accomplishment of the project. However, the Municipality specifically agrees that in any event it will pay on project construction costs any amount by which the total of actual project construction costs may and shall exceed the sum of the State funds, as are herein committed, and the Federal funds granted to or allowed and paid on project construction costs, as the same may be incurred by reason of contingencies, overruns, engineering errors, or otherwise, in order to complete the work called for by the project Grant Agreement with the United States, and the Project Plans and Specifications, as the same may, with the express consent and approval of the Municipality, be amended, changed, modified or supplemented subject, however, and only to the limitations as to revenue raising and restrictions on bonded indebtedness imposed by State statute and constitution.

9. All disbursements of State funds in connection with said project shall be made on the following basis:

   (a) The Municipality shall establish an account in which shall be deposited all State funds (and in which may be deposited Federal funds) pertaining to the project. All State funds granted for said project shall be deemed to be trust funds, and shall be applied by the Municipality for the purpose for which they were granted by the Department. The Municipality shall have the right to draw checks against said account, or make withdrawals therefrom, and the bank or banks in which said funds are deposited shall be under no obligation to see to the application of said funds. The Department shall be furnished with copies of the vouchers authorizing withdrawals of funds from said account.

   (b) The Municipality shall transmit to the Department, from time to time written requests for funds comprising part of the grant being made by the Department for the purposes of said project, which requests shall be in such form and shall contain such information, and which shall be accompanied by such supporting reports, certifications, approvals, authorizations, bills or other documents, as the Department may require.

   (c) When satisfied that it is lawful and proper for the requested funds to be provided, the Department will prepare, execute and deliver to the appropriate State department, agency or official all necessary vouchers or documents required to induce the action thereof in providing such funds. The Department may, if it so desires, supply the Municipality with the forms of vouchers or documents aforesaid, and require the Municipality to fill in and prepare said forms for the Department's execution.

10. The Municipality agrees to comply at all times with the conditions prescribed in said Section 34 with respect to which the Municipality is required to satisfy the Department under the terms thereof.

11. The Municipality shall file with the Department such reports concerning the matters covered by this agreement, including the use, operation and maintenance of the Airport, as the Department may require from time to time.

12. Notices, reports or other communications required by or transmitted pursuant to this agreement to the Department shall be directed to the attention of the Director of Aeronautics, Department of Aeronautics, State of Illinois, Capital Airport, Springfield, Illinois.

13. To the extent that the Project Grant Agreement requires, this agreement is made subject and subordinate to the provisions thereof.

14. This contract shall be and is deemed to be one entered into pursuant to the Illinois Aeronautics Act of the State of Illinois, and shall be construed and given effect in accordance with said Act and not otherwise.

In Witness Whereof, the parties hereto have caused this Agreement to be executed and their respective seals affixed as of the date hereafter set forth.

[Signature forms omitted]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

## Acceptance of High Bid Authorized for Sale of City-Owned Vacant Land at Nos. 7075-7077 N. Clark St.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (referred to the committee on September 17, 1969):

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. The City of Chicago hereby accepts the bid of Ive Corporation, No. 262 E. Illinois Street, Chicago, Illinois 60611, the highest bidder, to purchase for the sum of Twenty-one Thousand Dollars ($21,000.00), the City-owned property described as follows:

The West 60 feet of Lots 7 and 8 in Block 17 in Rogers Park, in Sections 30, 31 and 32, Township 41 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as Nos. 7075-7077 N. Clark Street).

Subject to reservation contained in Warranty Deed from Edward A. Sharp to Village of Rogers Park, a corporation of Illinois, dated September 10, 1888, and recorded September 12, 1888 as Document No. 1003535, of the right of ingress and egress over the South 12 feet of premises in question to any buildings which may be erected on the rear of said Lots 7 and 8 to be used only as a private way.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of $2,000.00 submitted by said bidder to the City Comptroller, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—47.

*Nays*—None.

## City Comptroller Authorized to Advertise for Sale Vacant City-Owned Property at Nos. 1618-1620 W. Winnemac Av.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant City property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago:

> Lot 13 and the West 10 feet of Lot 12 in John Reiter's Subdivision of Lots 4, 5 and 6 (except the East 33 feet of said Lot 4) all in Block 3 in Andersonville, being a Subdivision of Andrew J. Brown in the Northeast Quarter of the Southeast Quarter of Section 7 with so much of the Northwest Quarter of the Southwest Quarter as lies West of Green Bay Road in Section 8, Township 40 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois. Commonly known as Nos. 1618-1620 W. Winnemac Avenue.

Bids for purchase of said property are hereby solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms and time for reception of bids for said property.

SECTION 2. This ordinance shall take effect and be in full force from and after the date of its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—47.

*Nays*—None.

## Authority Granted for Issuance of Certificates of Cancellation and Quitclaim Deeds in Settlement of City's Special-Assessment Claims against Specified Parcels of Property.

The Committee on Finance submitted a report recommending that the City Council pass forty-two proposed ordinances transmitted therewith, to authorize settlement of City's special-assessment claims against specified parcels of property.

On separate motions made by Alderman Keane *each* of said proposed ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—47.

*Nays*—None.

Said ordinances as passed read respectively as follows (the Italic heading in each case not being a part of the ordinance):

### *Compromise Settlement with Bank of Lyons, Trust Co.*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $209.40, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Bank of Lyons, Trust Co., to compromise the City's claim for the sum of $260.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $260.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Bank of Lyons, Trust Co., certificates of cancellation of special assessment liens against:

> Lot Twenty (20) (except that part thereof lying West of a Line 50 feet East of and parallel with the West Line of Section 30, conveyed to City of Chicago by OCD Recorded June 15, 1928 as Document No. 10058090) in Block Eight (8) in Clybourn Avenue Addition to Lake View and Chicago in the West half (W½) of the Northwest quarter (NW¼) of Section 10, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

for the nonpayment of the Fourth and Fifth Installments of Special Assessment Warrant No. 51982.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Leona F. Brown*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $41.58, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Leona F. Brown, to compromise the City's claim for the sum of $50.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $50.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Leona F. Brown, certificates of cancellation of special assessment liens against:

> Lot 869 in Southwest Highlands—79th & Kedzie Unit No. 3, in Section 35, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

for the nonpayment of the Flat Installment of Special Assessment Warrant No. 53042.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Central National Bank in Chicago (No. 1809 W. Madison St.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $181.68, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Central National Bank in Chicago, to compromise the City's claim for the sum of $240.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $240.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Central National Bank in Chicago, certificates of cancellation of special assessment liens against:

> Lot One (1) and half private alley South and adjoining Lot One (1) Subdivision of Lot Two (2) in Chaprons Subdivision of Lot Two (2) in Block One (1), and Lots Three (3) and Four (4) in Subdivision of the North 302.08 feet of Block Eight (8) in Ashland's Second Addition to Chicago, in Section 18, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

for the nonpayment of the First, Second, Third, Fourth and Fifth Installments of Special Assessment Warrant No. 54443.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Central National Bank in Chicago (No. 20 S. Wood St.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $153.16, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Central National Bank in Chicago, to compromise the City's claim for the sum of $200.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $200.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Central National Bank in Chicago, certificates of cancellation of special assessment liens against:

> Lot Seven (7) (except the South 55 feet thereof) in the partition of Lot One (1) and Sub-Lot One (1) of Lot Two (2) in Block One (1) of Ashlands Second Addition to Chicago, a Subdivision of the West half (W½) of the Northeast quarter of Section 18, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

for the nonpayment of the First, Second, Third, Fourth and Fifth Installments of Special Assessment Warrant No. 54443.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Central National Bank in Chicago (No. 1912 W. Warren Blvd.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $106.79, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Central National Bank in Chicago, to compromise the City's claim for the sum of $140.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $140.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Central National Bank in Chicago, certificates of cancellation of special assessment liens against:

> Lot Forty-three (43) in Block Sixty-one (61) in Canal Trustees Subdivision of Section 7, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

for the nonpayment of the Second, Third, Fourth and Fifth Installments of Special Assessment Warrant No. 54443.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Central National Bank in Chicago (No. 1733 W. Madison St.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $151.72, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Central National Bank in Chicago, to compromise the City's claim for the sum of $200.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $200.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver said Central National Bank in Chicago, certificates of cancellation of special assessment liens against:

> Lot One (1) in Block Twenty-four (24) in S. F. Smiths Subdivision of the Northeast quarter (NE¼) of the Northeast quarter (NE¼) of Section 18, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

for the nonpayment of the First, Second, Third, Fourth and Fifth Installments of Special Assessment Warrant No. 54443.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Central National Bank in Chicago (No. 1907 W. Warren Blvd.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $80.92, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Central National Bank in Chicago, to compromise the City's claim for the sum of $115.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $115.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Central National Bank in Chicago, certificates of cancellation of special assessment liens against:

> Lot Six (6) in Subdivision of Lots Forty-nine (49) to Sixty (60) inclusive, in Canal Trustees Subdivision, in Section 7, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

for the nonpayment of the First, Second, Third, Fourth and Fifth Installments of Special Assessment Warrant No. 54443.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Central National Bank in Chicago (Nos. 11-27 S. Honore St.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $549.85, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Central National Bank in Chicago, to compromise the City's claim for the sum of $690.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $690.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Central National Bank in Chicago, certificates of cancellation of special assessment liens against:

> Lots One (1) to Eight (8) in Rollo's Subdivision of part Original Lots Two (2) to Four (4) and North 4 feet of Lot Five (5) in Salles Subdivision of Lot Five (5) in Block One (1) in Ashlands Second Addition to Chicago in Section 18, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

for the nonpayment of the Third, Fourth and Fifth Installments of Special Assessment Warrant No. 54443, on each of the above mentioned eight lots.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Central National Bank in Chicago (No. 20 S. Wood St.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $41.78, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Central National Bank in Chicago, to compromise the City's claim for the sum of $70.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $70.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Central National Bank in Chicago, certificates of cancellation of special assessment liens against:

> Lots Three (3) and Four (4) north of alley, (except the South 55 feet thereof) in the Subdivision of Lot Two (2) in Chaprons Subdivision of Block 1 in Ashlands Second Addition to Chicago Subdivision of the West half (W½) of the Northeast quarter (NE¼) of Section 18, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois,

for the nonpayment of the First, Second, Third, Fourth and Fifth Installments of Special Assessment Warrant No. 54443, on both of the above mentioned lots.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Central National Bank in Chicago (No. 20 S. Wood St.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $6.96, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Central National Bank in Chicago to compromise the City's claim for the sum of $20.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $20.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Central National Bank in Chicago, certificates of cancellation of special assessment liens against:

> Lot Five (5) in Subdivision of Lot Two (2) of Chapron's Subdivision of Lot Two (2) in Block One (1) of Ashlands Second Addition to Chicago Subdivision of the West half (W½) of the Northeast quarter (NE¼) of Section 18, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois,

for the nonpayment of the First, Second, Third, Fourth and Fifth Installments of Special Assessment Warrant No. 54443.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Everlock Chicago, Inc.*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $105.00, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Everlock Chicago, Inc., to compromise the City's claim for the sum of $125.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $125.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Everlock Chicago, Inc., certificates of cancellation of special assessment liens against:

> Lot 1 and the West one foot of Lot 2 of the subdvn. of Block 17 of Canal Trustees Subdvn. of Section 7, Township 39 North, Range 14 East of the Third Principal Meridian;

for the nonpayment of Flat Installment of Special Assessment Warrant No. 52310.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Morgan M. Finley*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $94.38, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Morgan M. Finley, to compromise the City's claim for the sum of $150.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $150.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Morgan M. Finley, certificates of cancellation of special assessment liens against:

> Lot Six (6) in Block Six (6) in Hamburg, being Samuel Gehr's Subdivision of Block 23 and Block 24 of Canal Trustees Subdivision of Section 33, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois,

for the nonpayment of the First, Second, Third, Fourth and Fifth Installments of Special Assessment Warrant No. 50816 and the First Installment of Special Assessment Warrant No. 28755.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with John A. Hennessey*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $71.68, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from John A. Hennessey, to compromise the City's claim for the sum of $100.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $100.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said John A. Hennessey, certificates of cancellation of special assessment liens against:

> East half (E½) of Lot Four (4) Block Two (2) in D. McIntosh Subdivision of North Two-thirds (N⅔) of East half (E½) Lot Two (2) Wakeman and Others Partition, South 81.14 Acres South half (S½) Southeast quarter (SE¼) Section 12, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois,

for the nonpayment of the First, Second, Third, Fourth and Fifth Installments of Special Assessment Warrant No. 54443.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with A. M. Jacob*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $50.00, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from A. M. Jacob, to compromise the City's claim for the sum of $60.00, which has been recommended by the Committee on Finance; therefore,

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Comptroller on delivery to him of $60.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said A. M. Jacobs, certificates of cancellation of special assessment liens against:

> Lot Three (3) of Pierce's Subdivision of Lot One (1) in Block Fifty-four (54) of Canal Trustees New Subdivision (except Blocks 57 and 58) of Blocks in the Northwest quarter (NW¼) of Section 21, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois,

for the nonpayment of the Flat Installment of Special Assessment Warrant No. 54128.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Ceska Jednota, Inc.*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $68.65, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Ceska Jednota, Inc., to compromise the City's claim for the sum of $145.00, which has been recommended by the Committee on Finance; therefore,

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Comptroller on delivery to him of $145.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Ceska Jednota, Inc., certificates of cancellation of special assessment liens against:

> Lot Five (5) in Block Three (3) in John Gay's Subdivision in the North half (N½) Northwest quarter (NW¼) Northeast quarter (NE¼) (except the west 67 feet) in Section 9, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

for the nonpayment of the Second Installment of Special Assessment Warrant No. 50909; the First Installment of Special Assessment Warrant No. 53407 and the First Installment of Special Assessment Warrant No. 53407A.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Larry Corp. (No. 10804 S. Calhoun Av.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $33.47, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Larry Corporation, to compromise the City's claim for the sum of $60.00, which has been recommended by the Committee on Finance; therefore,

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Comptroller on delivery to him of $60.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Larry Corporation, certificates of cancellation of special assessment liens against:

> Lot Three (3) in Block Nineteen (19) in Irondale, a Subdivision in the Northeast quarter (NE¼) of Section 13, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

for the nonpayment of the Third and Fourth Installments of Special Assessment Warrant No. 47669.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Larry Corp. (No. 516 W. Root St.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $91.63, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Larry Corporation, to compromise the City's claim for the sum of $140.00, which has been recommended by the Committee on Finance; therefore,

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Comptroller on delivery to him of $140.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Larry Corporation, certificates of cancellation of special assessment liens against:

> Lot Forty (40) in Pearce and Reynold's Resubdivision of Block 6, in Taylor and Kreich's Subdivision of the East half (E½) of the Northwest quarter (NW¼) of Section 4, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

for the nonpayment of the Flat Installment of Special Assessment Warrant No. 28097; for the Third, Fourth and Fifth Installments of Special Assessment Warrant No. 47495; for the Third Installment of Special Assessment Warrant No. 47495A and for the Flat Installment of Special Assessment Warrant No. 55034.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Larry Corp. (Nos. 705-713 W. 82nd St.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $46.65, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Larry Corporation, to compromise the City's claim for the sum of $110.00,

which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $110.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Larry Corporation, certificates of cancellation of special assessment liens against:

Lots Forty-four and Forty-five (44 and 45) in Parmly's Subdivision of the North 419.2 feet of the South 825 feet West of the Railroad in the Northwest quarter of Section 33, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

for the nonpayment of the Ninth and Tenth Installments of Special Assessment Warrant No. 32866; the Fifth Installment of Special Assessment Warrant No. 35438; the Fourth Installment of Special Assessment Warrant No. 37786 and the Flat Installment of Special Assessment Warrant No. 40928.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Larry Corp. (No. 5008 S. Spaulding Av.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $109,61, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Larry Corporation, to compromise the City's claim for the sum of $170.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $170.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Larry Corporation, certificates of cancellation of special assessment liens against:

Lot Five (5) in Block Thirty (30) in Paul F. Knefel and Company's Subdivision of Blocks Twenty-nine (29) and Thirty (30) in Rees Subdivision of the Northeast quarter (NE¼) of Section 11, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

for the nonpayment of the Third and Fourth Installments of Special Assessment Warrant No. 37731 and the First, Second and Third Installments of Special Assessment Warrant No. 48041.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Larry Corp. (Nos. 2532-2540 E. 109th St.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $19.17, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Larry Corporation, to compromise the City's claim for the sum of $35.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $35.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Larry Corporation, certificates of cancellation of special assessment liens against:

Lots Seven (7) to Ten (10) inclusive in Watriss Subdivision of Lot Thirteen (13) in Block Eighteen (18) of Irondale, Section 13, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois,

for the nonpayment of the Fifth Installment of Special Assessment Warrant No. 36934 and the Fifth Installment of Special Assessment Warrant No. 36589.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Larry Corp. (No. 7837 S. Avalon Av.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $170.61, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Larry Corporation, to compromise the City's claim for the sum of $250.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $250.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Larry Corporation, certificates of cancellation of special assessment liens against:

Lot Thirty-two (32) in Block Ninety-six (96) in Cornell being a Subdivision in the West half (W½) and the Southeast quarter (SE¼) of Section 26, Township 38 North, Range 14 East of the Third Principal Meridian;

for the nonpayment of the Ninth and Tenth Installments of Special Assessment Warrant No. 32866; the Fifth Installment of Special Assessment Warrant No. 35983 and the Flat Installment of Special Assessment Warrant No. 40602.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Larry Corp. (No. 8931 S. Mackinaw Av.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $100.00, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Larry Corporation, to compromise the City's claim for the sum of $150.00,

which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $150.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Larry Corporation, certificates of cancellation of special assessment liens against:

> Lot 34 in Block 35 in South Chicago of part of Section 5 and Section 6, Township 37 North, Range 15 East of the Third Principal Meridian,

for the nonpayment of First, Second, Third, Fourth and Fifth Installments of Special Assessment Warrant No. 49760.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with LaSalle National Bank, Trustee (Nos. 1406-1408 W. 115th St.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $306.06, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from LaSalle National Bank, Trust No. 37609, to compromise the City's claim for the sum of $425.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $425.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said LaSalle National Bank, Trust No. 37609, certificates of cancellation of special assessment liens against:

> Lots Twenty-seven (27) and Twenty-eight (28) in Block Eighty-three (83) in Roger's Resubdivision in Washington Heights in the West half (W½) Northwest quarter (NW¼) of Section 20, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois,

for the nonpayment of the First, Second and Third Installments of Special Assessment Warrant No. 49704; the First Installment of Special Assessment Warrant No. 51670 and the Second, Third, Fourth and Fifth Installments of Special Assessment Warrant No. 48916.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Loop Mortgage Corp. (No. 5817 S. Indiana Av.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $146.10, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Loop Mortgage Corporation, to compromise the City's claim for the sum of $200.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $200.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Loop Mortgage Corporation, certificates of cancellation of special assessment liens against:

> Lot 41 in Block 3 in Follansbee Subdivision of Lots 17, 18, 21 to 24 in Newhall Larned and Woodridge Subdivision of part of the Northwest quarter (NW¼) Section 15, Township 38 North, Range 14 East of the Third Principal Meridian,

for the nonpayment of First, Second, Third, Fourth and Fifth Installments of Special Assessment Warrant No. 55044.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Loop Mortgage Corp. (No. 914 S. Carpenter St.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $27.10, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Loop Mortgage Corporation, to compromise the City's claim for the sum of $45.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $45.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Loop Mortgage Corporation, certificates of cancellation of special assessment liens against:

> Lot Nine (9) in Block Seventeen (17) in Canal Trustees' Subdivision of the Southeast quarter (SE¼) of Section 17, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois,

for the nonpayment of the First Installment of Special Assessment Warrant No. 52443 and the First Installment of Special Assessment Warrant No. 52443A.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Eugene P. Meegan (No. 4810 S. Racine Av.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $54.28, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Eugene P. Meegan, to compromise the City's claim for the sum of $85.00,

which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $85.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Eugene P. Meegan, certificates of cancellation of special assessment liens against:

> Lot Forty-six (46) of Block Three (3) of Foreman's Stock Yards Addition in the East half (E½) of the Northwest quarter (NW¼) of Section 8, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

for the nonpayment of the Second, Third, Fourth and Fifth Installments of Special Assessment Warrant No. 53327.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Eugene P. Meegan (No. 4736 S. Throop St.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $335.27, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Eugene P. Meegan, to compromise the City's claim for the sum of $450.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $450.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Eugene P. Meegan, certificates of cancellation of special assessment liens against:

> Lot Forty (40) of Block One (1) of Foreman's Stock Yards Addition in the East half (E½) of the Northwest quarter (NW¼) of Section 8, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

for the nonpayment of the Second, Third, Fourth and Fifth Installments of Special Assessment Warrant No. 53327.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Eugene P. Meegan (Nos. 5810-5812 S. Loomis St.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $50.00, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Eugene P. Meegan, to compromise the City's claim for the sum of $65.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $65.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Eugene P. Meegan, certificates of cancellation of special assessment liens against:

> Lots Five (5) and Six (6) of Block Eight (8) of Snow and Dickinson's Garfield Boulevard Addition in the East half (E½) of the West half (W½) of the Northwest quarter (NW¼) of Section 17, Township 38 North, Range 14 East of the Third Principal Meridian, all in Cook County, Illinois.

for the nonpayment of the Flat Installment of Special Assessment Warrant No. 50876.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Eugene P. Meegan (No. 4825 S. Loomis St.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $77.78, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Eugene P. Meegan, to compromise the City's claim for the sum of $115.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $115.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Eugene P. Meegan, certificates of cancellation of special assessment liens against:

> Lot Forty (40) of Block Two (2) of W. H. Rand's Subdivision of the Southwest quarter (SW¼) of the Northeast quarter (NE¼) of the Northwest quarter (NW¼) of Section 8, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

for the nonpayment of the First, Second, Third, Fourth and Fifth Installments of Special Assessment Warrant No. 53327.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Eugene P. Meegan (No. 2043 W. 51st St.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $30.00, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Eugene P. Meegan, to compromise the City's claim for the sum of $50.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $50.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Eugene P. Meegan, certificates of cancellation of special assessment liens against:

Lot Eighteen (18) of a Subdivision of the East half (E½) of Lots One (1) and Four (4) in Inglehart's Subdivision in the East half (E½) of the Southwest Quarter (SW¼) of Section 7, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois,

for the nonpayment of the Third, Fourth and Fifth Installments of Special Assessment Warrant No. 51924.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with John M. Murray (No. 923 W. 34th St.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which asessments total $32.13, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from John M. Murray, to compromise the City's claim for the sum of $45.00, which has been recommended by the Committee on Finance; therefore,

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Comptroller on delivery to him of $45.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said John M. Murray, certificates of cancellation of special assessment liens against:

Lot Sixteen (16) in Block Three (3) in Brown's Addition to Chicago, being a Subdivision of the South 45 Acres of the East half (E½) of the Northeast quarter (NE¼) of Section 32, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois,

for the nonpayment of the Fifth Installment of Special Assessment Warrant No. 36721.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with John M. Murray (No. 921 W. 34th St.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $32.13, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from John M. Murray, to compromise the City's claim for the sum of $45.00, which has been recommended by the Committee on Finance; therefore,

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Comptroller on delivery to him of $45.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said John M. Murray, certificates of cancellation of special assessment liens against:

Lot Seventeen (17) in Block Three (3) in Brown's Addition to Chicago, being a Subdivision of the South 45 Acres of the East half (E½) of the Northeast quarter (NE¼) of Section 32, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois,

for the nonpayment of the Fifth Installment of Special Assessment Warrant No. 36721.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Anne Nolan*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $79.59, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Anne Nolan, to compromise the City's claim for the sum of $125.00, which has been recommended by the Committee on Finance; therefore,

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Comptroller on delivery to him of $125.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Anne Nolan, certificates of cancellation of special assessment liens against:

Lot Fourteen (14) in Sub Block One (1) in Rathbone and Chipman's Subdivision of the North 312 feet of Block Nine (9) in Canal Trustees Subdivision of Section 33, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois,

for the nonpayment of the First, Second and Third Installments of Special Assessment Warrant No. 51652 and the First Installment of Special Assessment Warrant No. 36721.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Erasmus I. and Carolyn B. Pachynski*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $44.77, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Erasmus I. Pachynski and Carolyn B. Pachynski to compromise the City's claim for the sum of $46.59, which has been recommended by the Committee on Finance; therefore,

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the City Collector on delivery to him of $46.59, hereby is authorized and directed to deliver to said Erasmus I. Pachynski and Carolyn B. Pachynski, a proper receipt in full payment of special assessment liens against premises described as:

Lot Twenty (20) and North half (N½) of Lot Twenty-one (21) in Block Twenty-four (24) in Cremin and Brenan's Fairview Park Subdivision of certain Blocks in Crosby and Others Subdivision in South half (S½) Section 5, Township 37 North, Range 14 East of the Third Principal Meridian,

for the nonpayment of the Flat Installment of Special Assessment Warrant No. 53850.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

*Compromise Settlement with Erasmus I. and Carolyn B. Pachynski.*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $20.80, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Erasmus I. Pachynski and Carolyn B. Pachynski, to compromise the City's claim for the sum of $27.77, which has been recommended by the Committee on Finance; therefore

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $27.77, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Erasmus I. Pachynski and Carolyn B. Pachynski, certificates of cancellation of special assessment liens against:

> Lot Twenty (20) and North half (N½) of Lot Twenty-one (21) in Block Twenty-four (24) in Cremin and Brenan's Fairview Park Subdivision of Certain Blocks in Crosby and others Subdivision in South half (S½) Section 5, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois,

for the nonpayment of the Flat Installment of Special Assessment Warrant No. 52725.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

*Compromise Settlement with Thomas H. Ramsey*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $126.77, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Thomas H. Ramsey, to compromise the City's claim for the sum of $170.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $170.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Thomas H. Ramsey, certificates of cancellation of special assessment liens against:

> Lot Fifty-four (54) in Macey, Alden and Roches' Subdivision of the East half (E½) and the Southwest quarter (SW¼) of Block Thirty-three (33) in the Canal Trustees Subdivision, of Section 7, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois,

for the nonpayment of the Second, Third, Fourth and Fifth Installments of Special Assessment Warrant No. 54443.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

*Compromise Settlement with Edward R. Scribano*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $419.87, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Edward R. Scribano, to compromise the City's claim for the sum of $525.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $525.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed tot deliver to said Edward R. Scribano, certificates of cancellation of special assessment liens against:

> Lots One (1) and Two (2) in Block Nine (9) in Constance, a Subdivision in Section 36, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois,

for the nonpayment of the Third, Fourth and Fifth Installments of Special Assessment Warrant No. 50294; the First Installment of Special Assessment Warrant No. 53966 (On Lot 1); the nonpayment of the Third, Fourth and Fifth Installments of Special Assessment Warrant No. 50284 and the First Installment of Special Assessment Warrant No. 53966 (On Lot 2).

SECTION 2. This ordinance shall be in force and effect from and after its passage.

*Compromise Settlement with Nathan Slutzky*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $422.70, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Nathan Slutzky, to compromise the City's claim for the sum of $540.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $540.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Nathan Slutzky, certificates of cancellation of special assessment liens against:

> Lot Fifty (50) in Chicago Land Company's Subdivision of Block Twenty-three (23) in Sheffield Addition, Section 31, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois,

for the nonpayment of the First, Second, Third, Fourth and Fifth Installments of Special Assessment Warrant No. 49578; the First, Second, Third, Fourth and Fifth Installments of Special Assessment Warrant No. 53733 and the Flat Installment of Special Assessment Warrant No. 52310.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Laura F. Warneke*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $180.85, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Laura F. Warneke, to compromise the City's claim for the sum of $240.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $240.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Laura F. Warneke, certificates of cancellation of special assessment liens against:

> Lot Two (2) in Block Six (6) in Carnduff's Addition to Edgewater in the East half (E½) of the Southwest quarter (SW¼) of Section 5, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois,

for the nonpayment of the First, Second, Third, Fourth and Fifth Installments of Special Assessment Warrant No. 55009.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Larry Corp.*
### *(No. 7837 S. Avalon Av.)*

WHEREAS, The City of Chicago has tax claims amounting to $109.39, against the premises hereinafter described, the original amount of which assessments total $18.98; and

WHEREAS, Other liens or incumbrances exist against said premises which bring the total of all claims to the sum of $2402.39, and the fair value of said premises is $1500.00; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrant involved and an offer has been received to compromise the city's claim for the sum of $35.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Mayor and the City Clerk hereby are authorized and directed to execute on behalf of the City of Chicago a quitclaim deed to Larry Corporation or its nominee of all right, title and interest acquired by and through certain tax deeds in and to the premises described as:

> Lot Thirty-two (32) Block Ninety-Six (96) in the West Half (W½) and the Southeast quarter (SE¼) of Section 26, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois,

and the Comptroller, on delivery of $35.00, hereby is authorized and directed to deliver said quitclaim deed to Larry Corporation.

SECTION 2. This ordinance shall be in force and effect from and after its passage and approval.

### *Compromise Settlement with Larry Corp.*
### *(Nos. 2532-2540 E. 109th St.)*

WHEREAS, The City of Chicago has tax claims amounting to $1079.70, against the premises hereinafter described, the original amount of which assessments total $155.68; and

WHEREAS, Other liens or incumbrances exist against said premises which bring the total of all claims to the sum of $3879.70, and the fair value of said premises is $2500.00; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrant involved and an offer has been received to compromise the city's claim for the sum of $310.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Mayor and the City Clerk hereby are authorized and directed to execute on behalf of the City of Chicago a quitclaim deed to Larry Corporation or its nominee of all right, title and interest acquired by and through certain tax deeds in and to the premises described as:

> Lots Seven (7) to Ten (10) inclusive in Watriss Subdivision of Lot Thirteen (13) in Block Eighteen (18) of Irondale, Section 13, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois,

and the Comptroller, on delivery of $310.00 hereby is authorized and directed to deliver said quitclaim deed to Larry Corporation.

SECTION 2. This ordinance shall be in force and effect from and after its passage and approval.

### *Compromise Settlement with Larry Corp.*
### *(Nos. 705-713 W. 82nd St.)*

WHEREAS, The City of Chicago has tax claims amounting to $1676.86, against the premises hereinafter described, the original amounts of which assessments total $280.94; and

WHEREAS, Other liens or incumbrances exist against said premises which bring the total of all claims to the sum of $3177.00, and the fair value of said premises is $2500.00; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrant involved and an offer has been received to compromise the City's claims for the sum of $465.00, which has been recommended by the Committee on Finance; therefore,

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Mayor and the City Clerk hereby are authorized and directed to execute on behalf of the City of Chicago a quitclaim deed to Larry Corporation or its nominee of all right, title, and interest acquired by and through certain tax deeds in and to the premises described as:

> Lots 44 and 45 in Parmly's Subdivision of the North 419.2 feet of the South 825 feet West of Railroad in the Northwest quarter (NW¼) identical with Part of Lot 3 in Assessors Division, Sections 32 and 33, Township 38 North, Range 14 East of the Third Principal Meridian,

and the City Comptroller, on delivery of $465.00, hereby is authorized and directed to deliver said quitclaim deed to Larry Corporation.

SECTION 2. This ordinance shall be in force and effect from and after its passage and approval.

*Compromise Settlement with Nathan Slutzky*
*(No. 1822 N. Marshfield Av.)*

WHEREAS, The City of Chicago has tax claims amounting to $141.20, against the premises hereinafter described, the original amount of which assessments total $27.90; and

WHEREAS, Other liens or encumbrances exist against said premises which bring the total of all claims to the sum of $2850.75, and the fair value of said premises is $1750.00; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrant involved and an offer has been received to compromise the city's claim for the sum of $40.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Mayor and the City Clerk hereby are authorized and directed to execute on behalf of the City of Chicago a quitclaim deed to Nathan Slutzky or his nominee, of all right, title and interest acquired by and through certain tax deeds in and to the premises described as:

> Lot Fifty (50) in Chicago Land Company's Sub. of Block Twenty-three (23) in Sheffield Addition, Section 31, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois,

and the Comptroller, on delivery to him of $40.00 hereby is authorized and directed to deliver said quitclaim deed to Nathan Slutzky.

SECTION 2. This ordinance shall be in force and effect from and after its passage and approval.

### City Comptroller Authorized and Directed to Cancel Warrants for Collection Issued against Certain Charitable, Educational and Religious Institutions.

The Committee on Finance to which had been referred (October 29, 1969) three proposed orders for cancellation of certain warrants for collection issued against specified charitable, educational and religious institutions, submitted a report recommending that the City Council pass the following substitute proposed order:

*Ordered,* That the City Comptroller is hereby authorized and directed to cancel warrants for collection issued against certain specified charitable, educational and religious institutions, as follows:

| *Name and Address* | *Warrant No. and Type of Inspection* | *Amount* |
|---|---|---|
| Cook County School of Nursing, No. 1900 W. Polk St. | D-40875 (Elect.) | $9.00 |
| Evangelical Lutheran Church of St. Luke, No. 1500 W. Belmont Av. | F4-29274 (Mech. Vent.) | 44.85 |
| Max Strauss Jewish Community Center, No. 3703 W. Wilson Av. | F4-25707 (Mech. Vent.) | 9.20. |

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—47.

*Nays*—None.

### Authority Granted for Issuance of Free Permits and License Fee Exemptions for Certain Charitable, Educational and Religious Institutions.

The Committee on Finance to which had been referred (October 29, 1969) sundry proposed ordinances transmitted therewith to authorize issuance of free permits and license fee exemptions for certain charitable, educational and religious institutions, submitted reports recommending that the City Council pass said proposed ordinances.

On separate motions made by Alderman Keane *each* of said proposed ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—47.

*Nays*—None.

Said ordinances as passed read respectively as follows (the Italic heading in each case not being a part of the ordinance):

FREE PERMITS

*The Catholic Bishop of Chicago*
*(St. Daniel the Prophet Church)*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Buildings, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Water and Sewers and the Commissioner of Health, are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to The Catholic Bishop of Chicago (St. Daniel the Prophet Church), for construction of new rectory building, and for the construction and maintenance of driveways across the sidewalk, for all electrical work, and for the use of water in conjunction with such project on the premises known as No. 5400 S. Nashville Avenue.

Said building shall be used exclusively for religious and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

*Good Shepherd Congregational Church*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Buildings, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Water and Sewers and the Commissioner of Health, are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Good Shepherd Congregational Church, for construction of new church building, for all electrical work, and for the use of water in conjunction with such project on the premises known as No. 5700 S. Prairie Avenue.

Said building shall be used exclusively for religious and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

### *Illinois Masonic Hospital (Medical Center)*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Commissioner of Buildings, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Water and Sewers and the Commissioner of Health, are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Illinois Masonic Hospital (Illinois Masonic Medical Center), for construction of new hospital buildings, for all electrical work, and for the use of water in conjunction with such project on the premises in the block bounded by W. Wellington Avenue, N. Wilton Street, W. Nelson Street and N. Dayton Street.

Said building shall be used exclusively for medical and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

### *The Ner Tamid Congregation of Northtown*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Commissioner of Buildings, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Water and Sewers and the Commissioner of Health, are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to the Ner Tamid Congregation of Northtown, for the construction of a garage on the premises known as No. 2754 W. Rosemont Avenue.

Said building shall be used exclusively for religious and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

### *Northwestern University (Medical Center)*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Commissioner of Buildings, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Water and Sewers and the Commissioner of Health, are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to the Northwestern University (Medical Center), for electrical installations on the premises known as No. 303 E. Chicago Avenue.

Said building shall be used exclusively for educational and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

### *Norwegian American Hospital*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Commissioner of Buildings, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Water and Sewers and the Commissioner of Health, are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to the Norwegian American Hospital, for alteration and remodeling of existing hospital buildings, for all electrical work, and for the use of water in conjunction with such project on the premises known as No. 1044 N. Francisco Avenue.

Said building shall be used exclusively for medical and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

### *Norwegian American Hospital*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Commissioner of Buildings, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Water and Sewers and the Commissioner of Health, are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Norwegian American Hospital, for alterations to existing building on the premises known as Nos. 1044-1050 N. Richmond Street.

Said building shall be used exclusively for medical and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

## LICENSE FEE EXEMPTIONS

### *(Day Care Centers)*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care centers, which are not operated for gain but where a charge is made for the care of children, are hereby exempted from the payment of the license fee for the current license period, which expires April 30, 1970:

Altgeld Nursery School, No. 941 E. 132nd St.

The First Church of the Nazarene, W. 83rd St. and S. Damen Av.

Max Strauss Jewish Community Center, No. 3715 W. Wilson Av.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

### Legal Description Corrected for Compromise Settlement with John A. Hennessey for Property at Nos. 1444-1446 W. 110th St.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the ordinance passed by the City Council of the City of Chicago on October 8, 1969 (Council Journal p. 6206), is hereby corrected as to the legal description only by deleting the words:

"Lots One Forty-five (145) and One Forty-six (146)"

and substituting therefor:

"Lots One Forty-four (144) and One Forty-five (145)"

and amending said legal description by adding thereto the words:

"in Cook County, Illinois."

so that the corrected and amended legal description shall read:

"Lots One Forty-four (144) and One Forty-five (145) in E. A. Cummings & Co. Addition to Morgan Park, Subdivision of Blocks One (1) to Eight (8) inclusive in Weage's Subdivision, Southwest quarter (SW¼) Southwest quarter (SW¼) of Section 17, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois."

SECTION 2. This ordinance shall be in full force and effect from and after the date of its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—47.

*Nays*—None.

### City Comptroller Authorized to Accept Compromise Offers in Settlement of Certain Warrants for Collection.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

*Ordered,* That the City Comptroller is authorized, in accordance with his request dated October 27, 1969, and the attached recommendations of the Corporation Counsel to accept compromise offers in settlement of various warrants for collection as follows:

| *Year* | *Warrant Number* | *Amount* | *Compromise Offer* |
|---|---|---|---|
| 1968 | F-1836A | $1,136.27 | $850.00 |
| 1969 | F-3186 | 457.52 | 343.14 |
| 1969 | F-3197 | 63.64 | 31.83 |
| 1969 | F-3455 | 87.75 | 65.80 |
| 1969 | F-3523 | 129.06 | 96.80 |
| 1969 | F-3722 | 494.51 | 370.88 |
| 1969 | F-3890A | 117.82 | 88.30 |
| 1969 | D-98590B | 264.92 | 200.00 |
| 1969 | D-98714 | 141.51 | 713.21 |
| 1969 | D-98720 | 297.79 | 279.41 |
| 1969 | N-4649 | 15.42 | 11.57 |
| 1969 | G-206 | 237.25 | 189.00. |

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—47.

*Nays*—None.

### Corporation Counsel Authorized and Directed to Institute Foreclosure Proceedings for Delinquent Special Assessments.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

*Ordered,* That the Corporation Counsel is authorized and directed to file foreclosure proceedings on account of delinquent special assessments against the parcels of property shown on the following tabulation, and the Committee on Finance is directed to transmit all documents in connection with said requests to the Corporation Counsel for action:

| *Parcel* | *Location* | *Owner* |
|---|---|---|
| | 3420 S. Ashland Avenue | Annabelle R. Vopinek |
| | 4810 S. Racine Avenue | Eugene P. Meegan |
| | 4858 S. Racine Avenue | Eugene P. Meegan |
| | 4916 S. Racine Avenue | Eugene P. Meegan |
| | 8065 S. St. Louis Avenue | Leona F. Brown |
| | 4856 S. Racine Avenue | Eugene P. Meegan |

| *Parcel* | *Location* | *Owner* |
|---|---|---|
| | 9341 S. May Street | Erasmus I. Pachynski and Carolyn B. Pachynski |
| 1 | 1310 S. Sangamon Street | Winnetka Investment Co. |
| 2 | 1406-08 W. 115th Street | LaSalle National Bank Trust No. 37609 |
| 1 | 2840 E. 97th and 2800-2802 E. 96th Streets | Underroof Homes, Inc. |
| | 10246 S. Wallace Street | Brothers Enterprises |
| | 600-604 W. 103rd Street | Brothers Enterprises |
| | 8400-8402 S. Anthony Avenue | Brothers Enterprises |
| | 242 W. 23rd Street | Samuel V. Lizzo |
| 3 | 313 W. 95th Street | Ceska Jednota, Inc. |
| | 10500 S. Wood Street | Elsie Lhotka |
| | 6113 S. Kilpatrick Avenue | Elsie Lhotka |
| | 3350 W. 63rd Street | Elsie Lhotka |

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—47.

*Nays*—None.

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## Ordinance Authorizing Execution of Lease Agreement with State of Illinois for Use of Certain Areas Below John F. Kennedy Expressway in Vicinity of N. Ashland and W. Wabansia Aves.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, to authorize execution of agreement with State of Illinois for use of certain areas below and/or adjacent to John F. Kennedy Expressway in vicinity of N. Ashland Avenue and W. Wabansia Avenue.

On motion of Alderman Keane the said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—47.

*Nays*—None.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The Mayor is authorized to execute, the City Clerk to attest and the Commissioner of Public Works to execute a lease by and between the City of Chicago as lessee and the Department of Public Works and Buildings of the State of Illinois as lessors for the use of vacant land beneath the John F. Kennedy Expressway in the vicinity of N. Ashland and W. Wabansia Avenues, substantially in the form previously approved in the Journal of the Proceedings of the City Council dated April 17, 1964, pages 2469 and 2470 after approval by the Corporation Counsel as to form and legality, which lease is in form and substance as follows:

STATE OF ILLINOIS
DIVISION OF HIGHWAYS
DISTRICT 10
RENTAL SPACE LEASE

*Effective Date*

*Lessors*

Department of Public Works and Buildings of the State of Illinois, hereinafter sometimes called "Department" and the County of Cook, hereinafter sometimes called "County".

*Lessee*

The Department of Streets and Sanitation of the City of Chicago, a municipal corporation.

*Rental Space*

Located approximately between Ashland and Wabansia Avenues beneath the John F. Kennedy Expressway, Chicago, Illinois.

*Legal Description*

That part of Block 20 in the West ½ of the Southwest ¼ of Sheffield's addition to Chicago and Richberg's Sub. of Lot 28 in Sections 29, 31, 32 and 33 in Township 38 North, Range 14 East of the Third Principal Meridian, bounded and described as follows:

> Commencing at the intersection of the South access control line fence with the West access control line fence; thence continuing along the West fence line to a point where the said fence line is intersected by the extended center line of Pier 8; thence Northeasterly along said centerline to a point on the East access control line; thence Southeasterly along said access control line to a point on the South access control fence; thence Westerly along said fence line to the point of beginning.
>
> Restricted to the vertical clearance under the highway structure located on the aforedescribed tract, described as follows:
>
> Beginning at the existing ground line of pier 1; thence along a vertical plane up to a plane under the low steel of said structure which has an elevation of +30.10 feet at that point; thence Northerly along said plane under the low steel of said structure to the vertical projection of pier 8 which has an elevation of +40.45 feet at that point; thence along said vertical projection down to the existing ground line; thence Southerly along existing ground line to the point of beginning.

Excluding therefrom the air rights above a plane; said plane having an elevation of two feet less than the low steel of the aforedescribed structure; also excluding all lands occupied by highway facilities, said facilities to include but not restricted to piers, abutments, light poles, drainage structures, frontage and/or service roads.

Lessors do hereby demise and lease to Lessee the premises described herein for a period of five (5) years from the effective date hereof for the total sum of Five Dollars ($5.00) payable in advance at $1.00 per year, subject to the following terms and conditions.

1. The lease shall not take effect unless approved by the Bureau of Public Roads, United States Department of Commerce.

2. The use of rental space is limited to an area 8 feet below underside of viaduct and a restriction on use of any space used in support of viaduct. Where rental space is used for parking of motor vehicles, an exception may be made by the Department.

3. The leased premises shall be used by Lessee for the aforementioned use and no other without the written approval of the Department.

4. No improvements shall be placed on rental space, nor alterations made on rental space without the written consent of the Department.

5. Rental space may not be used for the manufacture or storage of flammable material, nor for the conduct of any business or occupation which may be deemed by the Department to be a potential fire or other hazard.

6. Lessee shall, at his own expense, keep the leased premises in a clean, sightly and healthy condition and in good repair, and shall yield the leased premises back to Lessors upon the termination or revocation of this lease in the same condition in which Lessee received same, ordinary wear and tear excepted.

7. Lessee shall not permit any unlawful or immoral practice to be committed or carried on by himself or any other person whatsoever on the leased premises, nor shall Lessee permit or allow the sale or dispensing of spirituous, brewed or vinous beverages on said premises.

8. The rental amount set forth above shall be payable to the Department or its designated agent at such place as will be designated by the Department.

9. The occupancy and use of any structure or area on rental space shall not be such that an unreasonably objectionable amount of smoke fumes, vapor or odors will rise above the rental space.

10. Signs are to be restricted in size, location and design to those necessary to indicate each activity being conducted on rental space. No such sign shall be visible from highway. Plans for such signs must be submitted to the Department and approved by it before erection of such sign.

11. Lessee agrees to indemnify and save harmless the Lessors from and against any and all claims resulting from any and every cause occurring on the leased premises.

12. Lessee shall not assign this lease, and shall not sublet the leased premises without the prior written consent of the Department. No holding over by Lessee shall operate to renew this lease without the written approval of the Department. Should Lessee hold over after the expiration of the term of this lease, with the consent of the Department, expressed or implied, said tenancy shall be deemed to be a tenancy only from month to month, subject to all of the terms and conditions of this lease so far as applicable. This lease shall terminate five (5) years after the date of its execution. This lease may be cancelled by either the Department or Lessee upon the giving of 60 days written notice to the other.

13. This lease is revocable for noncompliance with its provisions by Lessee, cessation of use or abandonment of facilities. The Department shall be sole judge of compliance.

14. Upon the termination of this lease by its expiration or otherwise, Lessee shall immediately yield possession of leased premises to Lessors.

15. The lessee hereby agrees to comply with the provisions of the State Beautification Program by screening said rental space from public view through the use of shrubs, plants and other decorative devices that will ensure the privacy of the area.

16. The lessee, for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land, that (1) no person, on the grounds of race, color, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in connection with the construction of any improvements in said lands and the furnishing of services thereon, no discrimination shall be practiced in the selection of employees and contractors, by contractors in the selection and retention of first-tier subcontractors, and by first-tier subcontractors in the selection and retention of second-tier subcontractors (3) that such discrimination shall not be practiced against the public in their access to and use of the facilities and services provided for public accommodations.

17. The City hereby constitutes the Department its sole agent for the administration of this lease and for the performance of the duties and other functions delegated to the Department in paragraphs 1 through 16 hereof.

Executed at Chicago, Illinois, the day and date above first written.

[Signature forms omitted]

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

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## Ordinance Authorized for Execution of Agreement with Continental Distributing Co. for Payment of Damages Arising out of Construction of Chicago Av.-Halsted St. Viaduct.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Public Works be and he is hereby authorized and directed to execute, the City Clerk to attest, and the City Comptroller to accept upon the approval as to form and legality by the Corporation Counsel, a certain Agreement between Continental Distributing Company, and the City of Chicago, affecting certain lands adjacent to the Chicago Avenue-

Halsted Street Viaduct, which agreement is in form and substance as follows:

AGREEMENT

This Agreement, made and entered into this .................................. day of ........................., 19...., between the City of Chicago, hereinafter known as the City, and Continental Distributing Company, Inc., hereinafter known as Continental.

WITNESSETH:

Whereas, the City is constructing a new viaduct at the intersection of N. Halsted Street and W. Chicago Avenue, and

Whereas, Continental is the owner of adjoining property abutting the viaduct on the north side of Chicago Avenue, and

Whereas, the viaduct construction has caused a change in grade in Chicago Avenue which affect the building entrance to the Continental Building.

Now, Therefore, for and in consideration of the sum of $3,329.35, receipt of which is hereby acknowledged, Continental hereby releases and discharges the City of Chicago, a municipal corporation, its employees and agents, of and from any and all liability, claims, demands, actions and causes of action whatsoever, arising from any damage, or damages that may hereinafter arise as well as those that are now apparent, to any and all of the abutting property of Continental that may have been caused, or may be caused, or arising out of, or resulting from the construction and existence of said Chicago Avenue-Halsted Street Viaduct and approaches, and all work in connection therewith, and this widening and changing of the grades of W. Chicago Avenue and any other changes and existing and future conditions incidental to, or arising from said construction work; Continental for itself, its successors and assigns, does hereby acknowledge full satisfaction for all such liabilities, claims, damages, actions and causes of action that have accrued, if any, or that may hereinafter accrue as a result of the construction and existence of said Chicago Avenue-Halsted Street Viaduct.

In Witness Whereof, Continental has caused its name to be affixed to These Presents by its President, and attested by its Secretary, and has caused its Corporate Seal to be hereunto affixed this ........ .............................. day of ......................, A.D. 19 .....

[Signature forms omitted]

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

**On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:**

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—47.

*Nays*—None.

## Allocation of M.F.T. Funds Increased for Rehabilitation and Repair of N. Lake Shore Drive Bridge over Main Branch of Chicago River.

**The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:**

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That Section 1 of the ordinance of July 15, 1969, page 5845 of the Council Journal, which authorized an allocation for the repair and rehabilitation of the North Lake Shore Drive Bridge over the Main Branch of the Chicago River, be amended by deleting therefrom the amount $30,000.00 as set forth in line 5 thereof and substituting therein the amount $450,000.00.

SECTION 2. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when properly approved by the Commissioner of Public Works.

SECTION 3. The City Clerk is directed to transmit two certified copies of this ordinance to the Division of Highways of the Department of Public Works and Buildings of the State of Illinois through the District Engineer for District No. 10 of said Division of Highways.

SECTION 4. This ordinance shall take effect and be in force from and after its passage.

**On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:**

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—47.

*Nays*—None.

## Authority Granted for Acquisition of Parcel of Property No. 19-4 Needed for Health Center Site (Nos. 634-660 W. 63rd Pl.).

**The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:**

*Ordered,* That the Corporation Counsel, in accordance with his recommendation of September 23, 1969, is hereby authorized to acquire the following described property needed for Health Center site, to wit:

> The East 9.4 feet of Lot 15, Lots 16 through 27 (except the North 47 feet of Lots 23 through 27 and the East 15.6 feet of Lot 22) in DuBreuil's Subdivision of Lots 2 and 3 and the South 23½ feet of 4, also Lots 5 to 16, both inclusive, in Block 4 of Linden Grove's Subdivision, being the Northwest 35 acres and the South 90 acres of the Northwest ¼ of Section 21, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois,

in the amount of eighteen thousand five hundred and no/100 dollars ($18,500.00), and the City Comptroller and the City Treasurer are authorized and directed to pay to the Chicago Transit Authority said amount when approved by the Corporation Counsel from appropriations made from Account No. 429-1320-801.

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—47.

*Nays*—None.

### Authority Granted for Acquisition of Parcel of Property No. 19-8 Needed for Health Center Site (Nos. 643-645 W. 63rd St.).

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

> *Ordered,* That the Corporation Counsel, in accordance with his recommendation of October 6, 1969, is hereby authorized to acquire the following described property needed for Health Center Site, to wit:
>
> > The west 50 feet of the East 209 feet of the North 126.5 feet of Lots 1 and 4 in Block 4 in Linden Grove Subdivision, in the Northwest quarter of Section 21, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois,
>
> in the amount of forty-nine thousand and no/100 dollars ($49,000.00), and the City Comptroller and the City Treasurer are authorized and directed to pay to the County Treasurer of Cook County said amount when approved by the Corporation Counsel from appropriations made from Account No. 429-1320-801.

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—47.

*Nays*—None.

### Authority Granted for Installations and Rehabilitations of Traffic-Control Signals at Specified Locations.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

*Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to install traffic-control signals as follows:

| *Intersection* | *Estimated Cost* |
|---|---|
| N. Paulina Street and W. Belmont Avenue | $14,204.84; |

and

*Be It Further Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to install traffic-control signals as follows:

| *Intersection* | *Estimated Cost* |
|---|---|
| N. Pulaski Road and W. Berteau Avenue | $11,919.19; |

and

*Be It Further Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to install traffic-control signals as follows:

| *Intersection* | *Estimated Cost* |
|---|---|
| N. Tripp and W. Foster Avenues | $15,190.90; |

and

*Be It Further Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to rehabilitate traffic-control signals as follows:

| *Intersection* | *Estimated Cost* |
|---|---|
| S. Kostner Avenue and W. Cermak Road | $23,671.30; |

and

*Be It Further Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to rehabilitate traffic-control signals as follows:

| *Intersection* | *Estimated Cost* |
|---|---|
| S. Keeler Avenue and W. Cermak Road | $29,017.11. |

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—47.

*Nays*—None.

### Ordinance for Issuance of Permit to Illinois Bell Telephone Co. for Pole and Wire Installations on City Property Near W. Fullerton Av. and N. Wood St.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Public Works be and he is hereby authorized and directed to execute, the Chief Engineer to approve, and the City Comptroller to accept and file for record, upon the approval as to form and legality by the Corporation Counsel, a permit from the City of Chicago granting Illinois Bell Telephone Company permission and authority to install a telephone pole and associated area wire on City property in the vicinity of W. Fullerton Avenue and N. Wood Street which permit is in form and substance as follows:

CITY OF CHICAGO
DEPARTMENT OF PUBLIC WORKS
CHICAGO, ILLINOIS

Permit Granting Illinois Bell Telephone Company

Permission and Authority to Install a Telephone Pole and Associated Area Wire on City Property in the Vicinity of N. Wood Street and W. Fullerton Avenue.

In consideration of the sum of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, the City of Chicago hereby gives and grants to Illinois Bell Telephone Company, permission to install a telephone pole and associated area wire on City property in the vicinity of N. Wood Street and W. Fullerton Avenue, as indicated on drawing submitted, attached and made part hereof.

This permit is hereby given and accepted this ............ day of November, 1969.

[Signature forms omitted]

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—47.

*Nays*—None.

### Allocation of M.F.T. Funds Increased for Improvement of N. Sacramento Av. between W. Belmont Av. and W. Palmer Square.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the ordinance passed by the City Council on July 13, 1962 and appearing on pages 7487 and 7488 of the Council Journal, providing for the improvement of N. Sacramento Avenue from W. Palmer Square to W. Belmont Avenue, be and is hereby amended to increase the allocation to $129,505.15 so that Section 1 of the said ordinance shall read as follows:

> "*Section 1.* Authority is hereby given to improve N. Sacramento Avenue (an Arterial Street) from W. Palmer Square to W. Belmont Avenue (a length of approximately 6,500 feet) by the construction of throat widenings and bituminous resurfacing at important intersections. Where necessary, the improvement shall include new pavement, curbing, sidewalk, walls, drainage structures and the adjustment of municipally-owned utilities. The improvement shall cost not more than $129,505.15 and shall be paid for from that part of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago."

SECTION 2. The City Clerk is hereby directed to transmit two certified copies of this ordinance to the Division of Highways of the Department of Public Works and Buildings of the State of Illinois, Springfield, Illinois, through the District Engineer for District Number Ten of the said Division of Highways.

SECTION 3. This ordinance shall be in force and effect from and after its passage and approval.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—47.

*Nays*—None.

### Ordinance Authorized for Acquisition of Property Needed for Channelization and Improvement of Specified Intersections.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

WHEREAS, The City Council of the City of Chicago on July 8, 1969 passed an ordinance, Journal of the Proceedings of the City Council of said date, pages 5766 and 5767, providing for the expenditure of $200,000.00 out of the City's share of the Motor Fuel Tax Fund for the channelization and widening improvements of a number of street intersections; and

WHEREAS, Said ordinance authorized the Commissioner of Public Works to handle all matters relating to the acquisition of right of way for the improvements; and

WHEREAS, The channelization of the intersection of W. Washington Boulevard and N. Pulaski Road and E. 130th Street and S. Torrence Avenue are included as part of the improvements referred to hereinabove; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Public Works is authorized to negotiate with the owner or owners for the purchase of the property required for the above-mentioned improvements.

SECTION 2. It is desirable and necessary that the following-described property be acquired by the City of Chicago for the purpose set forth in this ordinance:

*W. Washington Boulevard and N. Pulaski Road*
*Parcel No. 1*

That part of Lots 49 and 50 in Houston's Subdivision of that part lying South of Lake Street of the West 10 acres of the Southwest quarter of Section 11, Township 39 North, Range 13 East of the Third Principal Meridian lying South of a line drawn from a point on the East line of said Lot 50, said point being 11.12 feet North of the Southeast corner thereof; to a point in Lot 49 said point being 27.02 feet North of the South line of Lot 50, as measured at right angles thereto, and 27.64 feet East of the West line of Lot 49, as measured at right angles thereto; said point being on the Northerly line of Washington Blvd. as widened by Chicago Park District.

*Parcel No. 2*

That part of Lots 43, 44 and 45 in Block 3 of

Parmley's Subdivision of that part of Lot 3 Court Partition of the East 30 acres of the West 40 acres of the Southwest quarter (S.W.¼) lying South of Lake Street in Section 11, Township 39 North, Range 13 East of the Third Principal Meridian lying South of a line drawn from a point on the West line of Lot 45, 9.8 feet North of the Southwest corner to a point on the South line of Lot 43 said point being 14.0 feet East of the Southwest corner of said Lot 43, all in Cook County, Illinois.

*E. 130th Street and S. Torrence Avenue*
*Parcel No. 1*

That part of the Southeast quarter (S.E.¼) of Section 25, Township 37 North, Range 14 East of the Third Principal Meridian described as follows:

Beginning at a point 33 feet West of the East line of said section and 50 feet North of the South line of said section; thence North parallel with the East line of said section a distance of 53.0 feet; thence Southwesterly in a straight line to a point on a line 50 feet North of and parallel with the South line of said section said point being 73 feet West of the East line of said section; thence East parallel to the South line of said section a distance of 40 feet to the point of beginning all in Cook County, Illinois.

*Parcel No. 2*

That part of the Northeast quarter (N.E.¼) of Section 36, Township 37 North, Range 14 East of the Third Principal Meridian described as follows:

Beginning at a point 50 feet West of the East line of said section and 50 feet South of the North line of said section; thence South parallel with the East line of said section a distance of 13.0 feet; thence Northwesterly in a straight line to a point on a line 50 feet South of and parallel with the North line of said section said point being 63.0 feet West of the East line of said section; thence East a distance of 13.0 feet to the point of beginning in Cook County, Illinois.

*Parcel No. 3*

That part of the Southwest quarter (S.W.¼) of Section 30, Township 37 North, Range 15 East of the Third Principal Meridian, described as follows:

Beginning at a point on the North line of the South 33 feet of said section 179.23 feet East of the West line of said section; thence North along the East line of the West 179.23 feet of said section a distance of 17.0 feet; thence West parallel to the South line of said section a distance of 119.23 feet; thence Northwesterly in a straight line to a point on the East line of the West 33 feet of said section, said point being 95.0 feet North of the South line of said section; thence South parallel with the West line of said section a distance of 52.0 feet to the most Northerly point of property dedicated for Public Street per Document No. 12260546 and recorded in the Office of the Recorder of Deeds, Cook County Illinois, on February 10, 1939; thence Southeasterly along the Northeasterly line of aforesaid property dedicated for Public Street to the most Easterly corner thereof; thence East along the North line of the South 33 feet of said section a distance of 136.23 feet to the point of beginning in Cook County, Illinois.

*Parcel No. 4*

That part of the Northwest quarter (N.W.¼) of Section 31, Township 37 North, Range 15 East of the Third Principal Meridian described as follows:

Beginning at a point on the South line of the North 50.0 feet of said section, said point being 179.75 feet West of the East line of said section; thence West parallel to the North line of said section a distance of 100.75 feet; thence Southwesterly in a straight line to a point on the East line of the West 50.0 feet of said section, said point being 75.0 feet South of the North line of said section; thence North along the East line of aforesaid West 50 feet a distance of 42.0 feet to the South line of the North 33 feet of said Section; thence East along the South line of said North 33 feet a distance of 129.75 feet; thence South a distance of 17.0 feet to the point of beginning in Cook County, Illinois.

SECTION 3. In case the Commissioner of Public Works is able to agree with the owner or owners of said property upon the purchase price thereof, he is authorized to purchase said property subject to the approval of the City Council.

SECTION 4. In case of the inability of the Commissioner of Public Works to agree with the owner or owners of said property or any part thereof, upon the purchase price thereof, or in case the owner or owners or any of them are incapable of consenting to the sale thereof, or in case the names or residences of said owner or owners are unknown, or they are non-residents of the State of Illinois, the Commissioner of Public Works shall report such facts to the Corporation Counsel. Upon receipt of such report, the Corporation Counsel shall institute and prosecute condemnation proceedings in the name of and in behalf of the City of Chicago for the purpose of acquiring title to said property under the City's right of eminent domain, and said property is hereby declared to be useful, advantageous, desirable and necessary to the City of Chicago for the uses and purposes set forth above.

SECTION 5. The City Clerk is hereby directed to transmit two certified copies of this ordinance to the Division of Highways of the Department of Public Works and Buildings of the State of Illinois, Springfield, Illinois, through the Engineer of said Division of Highways.

SECTION 6. This ordinance shall take effect and be in full force from and after its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—47.

*Nays*—None.

### Authority Granted for Laying Water Mains at Sundry Locations.

**The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:**

*Ordered,* That the Commissioner of Water and Sewers is hereby authorized to lay water mains in the following street:

S. Ellis Avenue (29′ WEL) from 29′ NSL E. 60th Street to 23′ SNL E. 63rd Street, at an estimated cost of $68,504.96

and charge same to Account 290.8270(7940).558—Fire Protection; and

*Be It Further Ordered,* That the Commissioner of Water and Sewers is hereby authorized to lay water mains in the following streets:

S. Peoria Street (27′ EWL) from 23′ NSL W. 75th Street to 25′ SNL W. 79th Street

W. 78th Street (26′ SNL) from E.L. of Peoria Street to W.L. of Peoria Street, at an estimated cost of $94,683.59

and charge same to Account 290.8270(7940).553—Replacement; and

*Be It Further Ordered,* That the Commissioner of Water and Sewers is hereby authorized to lay water mains in the following street:

W. 60th Street (23′ NSL) from 580′ to 637′ EEL S. Nottingham Avenue, at an estimated cost of $2,480.00

and charge same to the Revolving Fund—Dep. 46511; and

*Be It Further Ordered,* That the Commissioner of Water and Sewers is hereby authorized to lay water mains in the following streets:

S. Stony Island Avenue 35′ EWL from 14′ SNL E. 122nd Street to 338′ SSL E. 122nd Street, at an estimated cost of $13,441.06, and charge same to the Revolving Fund—Welded Tube Company, Dep. No. 46249—$13,500.00.

S. Langley Avenue 4′ WEL from 26′ SNL E. 108th Street to 562′ SSL E. 108th Street, at an estimated cost of $23,500.00, and charge same to the Revolving Fund—Deposit No. 46255.

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—47.

*Nays*—None.

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## Authority Granted for Payments of Hospital, Medical and Nursing Services Rendered Certain Injured Members of the Fire and Police Depts.

The Committee on Finance submitted a report recommending that the City Council pass a proposed order transmitted therewith, to authorize payments of hospital, medical and nursing services rendered certain injured members of the Fire and Police Departments.

On motion of Alderman Keane the said proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—47.

*Nays*—None.

The following is said order as passed:

*Ordered,* That the City Comptroller is authorized and directed to issue vouchers, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department herein named, provided such members of the Police Department shall enter into an agreement in writing with the City of Chicago to the effect that, should it appear that any of said members of the Police Department have received any sum of money from the party whose negligence caused such injury, or have instituted proceedings against such party for the recovery of damage on account of such injury or medical expense, then in that event the City shall be reimbursed by such member of the Police Department out of any sum that such member of the Police Department has received or may hereafter receive from such third party on account of such injury or medical expense, not to exceed the amount that the City may, or shall, have paid on account of such medical expense, in accordance with Opinion No. 1422 of the Corporation Counsel of said City, dated March 19, 1926. The payment of any of these bills shall not be construed as an approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of such claims, as allowed, is set opposite the names of the injured members of the Police Department, and vouchers are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937:

| | |
|---|---|
| Donald J. Ade, 003260, District 2; injured January 8, 1969 | $ 22.00 |
| John W. Beach, 034822, District 6; injured July 27, 1969 | 42.50 |
| Arthur H. Brown, 077652, District 12; injured June 4, 1969 | 27.00 |
| Robert J. Doherty, 194327, Traffic Division; injured February 25, 1969 | 29.50 |
| John A. Downey, 202704, District 5; injured July 5, 1969 | 29.00 |
| Max Durachta, 212589, Traffic Division; injured June 2, 1969 | 302.54 |
| Frank John Haire, 313661, District 9; injured July 7, 1969 | 50.00 |
| Lynwood A. Harris, 324760, Task Force; injured July 9, 1969 | 10.00 |
| Brendan W. Hartford, 326232, District 6; injured May 29, 1969 | 59.20 |
| Robert R. Hayslip, 332534, District 18; injured August 2, 1969 | 10.00 |
| Lawrence A. Herron, 341642, District 2: injured June 15, 1969 | 110.00 |
| Thomas Holbert, 351701, District 6; injured May 16, 1969 | 12.50 |
| Joe D. Johnson, 385336, District 18; injured August 2, 1969 | 10.00 |
| Fred M. Keto, 416127, Traffic Division; injured July 9, 1969 | 52.65 |
| Robert S. Knightly, 427311, District 8; injured August 6, 1969 | 27.00 |

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|---|---|
| Thomas F. McKenna, 534730, Traffic Division; injured July 17, 1969 | $ 16.00 |
| Frederick J. Nickle, 594032, District 11; injured May 25, 1969 | 50.00 |
| Lionel B. Peck, 637583, District 3; injured July 28, 1969 | 30.50 |
| Willis W. Shannon, 740537, District 3; injured July 28, 1969 | 30.50 |
| Stanley L. Shier, 745971, District 2; injured May 10, 1969 | 10.00 |
| Harry James Strauss, 784220, District 18; injured June 17, 1969 | 495.05 |
| Gerald J. Waxmonsky, 851680, District 11; injured June 13, 1969 | 85.00 |
| Stephen L. O'Barski, 602324, District 4; injured March 8, 1969 | 31.00 |
| Daniel E. Burke, 088332, District 15; injured July 14, 1969 | 36.00 |
| John T. Burke, 089037, District 2; injured June 12, 1969 | 3,479.60 |
| Joseph Digiacomo, 190530, District 6; injured May 11, 1969 | 15.40 |
| Lorenzo Higgins, 344494, District 21; injured May 16, 1969 | 70.00 |
| Reinaldo C. Jimenez, 381992, District 7; injured January 11, 1969 | 60.00 |
| Richard E. Kiel, 417036, District 1; injured August 6, 1969 | 45.00 |
| Richard H. Lionhood, 731322, District 7; injured April 24, 1969 | 97.00 |
| Patrick J. McInerney, 533975, District 1; injured July 18, 1969 | 10.00 |
| Harl G. Meister, 544151, District 2; injured May 10, 1969 | 17.00 |
| Frank P. Nolan, 596585, District 3; injured February 27, 1969 | 12.50 |
| Theodore Noose, 598069, Traffic Division; injured August 1, 1969 | 41.75 |
| Theodore O'Connor, 608170, District 4; injured May 29, 1969 | 28.50 |
| Anthony N. Rizzato, 690356, Task Force; injured May 30, 1969 | 55.00 |
| Patrick J. Rowan, 703536, District 20; injured February 7, 1969 | 34.50 |
| John T. Ryan, 710476, District 2; injured April 18, 1969 | 12.50 |
| Robert A. Siwek, 752640, District 3; injured June 1, 1969 | 30.00 |
| Raymond Sobczynski, 764543, District 4; injured May 21, 1969 | 36.50 |
| William J. Wilkinson, 865663, Task Force; injured July 27, 1969 | 37.00; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to issue vouchers, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Fire and the Police Departments herein named. The payment of any of these bills shall not be considered as an approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of said claims is set opposite the names of the injured members of the Fire and the Police Departments, and vouchers are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937:

| | |
|---|---|
| Thomas E. Buckley, 084755, District 5; injured September 7, 1969 | $ 27.00 |
| Victor J. Frankiewicz, 257761, District 8; injured July 7, 1969 | 54.00 |
| Patrick F. Heenan, 334978, District 19; injured July 20, 1969 | 27.25 |
| Richard H. Holman, 352995, Traffic Division; injured April 17, 1969 | 1,052.30 |
| Wayne R. Langner, 452324, Traffic Division; injured May 13, 1969 | 37.50 |
| Ralph R. Palumbo, 628475, District 21; injured July 29, 1969 | 16.00 |
| Patrick Joseph Rowan, 703536, District 20; injured November 23, 1968 | 936.50 |
| Joseph T. Sofere, 765187, District 17; injured August 9, 1969 | 27.00 |
| Jerelyn Windham, 873824, District 7; injured June 10, 1969 | 38.50 |
| John A. Abran, 001248, District 5; injured August 15, 1969 | 21.00 |
| John A. Alexander, 006808, District 7; injured March 27, 1969 | 20.00 |
| Albert M. Anderson, 011523, District 21; injured August 16, 1969 | 25.00 |
| Jasper E. Baker, 023345, District 7; injured March 4, 1969 | 12.50 |
| Sprague E. Baker, 023666, Task Force; injured August 13, 1969 | 27.50 |
| John Barrett, 092256, District 9; injured September 10, 1969 | 39.00 |
| Thomas J. Barrett, 029647, District 5; injured August 9, 1969 | 39.00 |
| Gerald T. Beam, 035010, District 9; injured August 14, 1969 | 40.00 |
| Orlando V. Bellini, 039272, District 18; injured August 23, 1969 | 12.50 |
| Louis A. Berry, 045205, District 2; injured August 16, 1969 | 12.00 |
| Clifford F. Berti, 045419, Task Force; injured August 13, 1969 | 35.00 |
| Virgil Branche, 068804, District 6; injured September 6, 1969 | 17.00 |
| Ernest Beutel, 046782, District 18; injured September 1, 1969 | 10.00 |
| Maurice Boissy, 058052, Auto Pound Section; injured February 17, 1969 | 27.00 |
| William J. Brannigan, 069293, District 19; injured August 28, 1969 | 30.00 |
| Salvatore D. Cardinale, 105629, District 21; injured August 11, 1969 | 43.00 |
| Salvatore C. Ceja, 117107, District 9; injured August 30, 1969 | 24.50 |
| William A. Cernak, 118105, District 18; injured August 21, 1969 | 31.75 |
| Ronald R. Cerny, 118220, District 1; injured August 26, 1969 | 13.35 |
| James P. Clark, 127374, District 18; injured August 23, 1969 | 10.00 |
| Hosie L. Clemons, 129955, District 4; injured August 10, 1969 | 34.00 |
| Phillip J. Commodore, 138166, District 10; injured January 5, 1969 | 39.50 |
| Albert Cox, 152996, Youth Division, injured July 3, 1969 | 16.50 |
| Richard Curley, 162190, Task Force; injured July 31, 1969 | 127.50 |
| James M. DeWan, 187760, District 6; injured August 24, 1969 | 25.00 |

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|---|---|
| Frank M. Dietz, 190180, District 20; injured January 6, 1969 | $ 69.00 |
| Thomas N. Dorsey, 200780, District 10; injured August 13, 1969 | 33.25 |
| Edward F. Downey, 202671, District 11; injured July 4, 1969 | 7.00 |
| Albert P. Drink, 205750, District 11; injured August 10, 1969 | 59.50 |
| Melvin Duncan, 210841, District 5; injured August 31, 1969 | 27.00 |
| William J. Dunn, 211720, District 18; injured August 18, 1969 | 26.75 |
| David L. Edison, 217785, District 5; injured July 24, 1969 | 30.00 |
| David H. Eirick, 220352, District 18; injured August 15, 1969 | 10.00 |
| Michael R. Elias, 221065, District 10; injured August 10, 1969 | 30.00 |
| Bruce E. Engstrom, 233675, Personnel Division; injured August 25, 1969 | 15.00 |
| John Patrick Fleming, 247365, District 15; injured June 17, 1969 | 35.00 |
| William Foley, 251942, District 18; injured August 23, 1969 | 10.00 |
| Frank A. Galiardo, 265544, Task Force; injured August 13, 1969 | 22.50 |
| Sam D. Gambino, 267895, District 18; injured August 15, 1969 | 35.00 |
| Robert L. Grenlie, 302680, District 11; injured August 4, 1969 | 22.00 |
| John H. Guswiler, 310718, District 18; injured August 10, 1969 | 10.00 |
| Michael W. Hoke, 351575, District 3; injured September 8, 1969 | 19.50 |
| Russell B. Howard, 359393, Task Force; injured August 15, 1969 | 10.00 |
| Kenneth R. Hyatt, 366375, Task Force; injured August 15, 1969 | 10.00 |
| Cleofus Johnson, 383336, District 3; injured September 6, 1969 | 20.00 |
| Thomas P. Kearns, 405030, Detached Services; injured September 13, 1969 | 17.00 |
| Roman Keating, 405408, District 14; injured September 3, 1969 | 25.00 |
| Robert L. Keim, 405868, District 8; injured September 7, 1969 | 31.00 |
| Fred R. Kelleher, 407220, District 18; injured September 1, 1969 | 42.50 |
| Wm. T. Klimzak, 425293, Personnel Division; injured August 25, 1969 | 15.00 |
| Albert L. Krajecke, 436494, District 15; injured August 14, 1969 | 30.00 |
| William C. Kuelbs, 442681, District 3; injured September 2, 1969 | 17.50 |
| Eugene F. Kuffel, 422735, District 5; injured June 29, 1969 | 27.00 |
| Richard R. Kunicki, 443992, District 11; injured July 11, 1969 | 22.00 |
| Valentine Lapkoff, 425893, District 18; injured August 23, 1969 | 10.00 |
| Ronald S. Little, 472409, District 3; injured August 30, 1969 | 41.00 |
| Thomas J. Loftus, 474805, Youth Division; injured September 2, 1969 | 16.00 |
| Joseph Lowell, 479260, District 19; injured June 18, 1969 | 22.00 |
| Joseph G. Lunk, 482057, District 21; injured August 16, 1969 | 28.00 |
| John J. Lyons, 485565, Traffic Division; injured September 8, 1969 | $ 45.00 |
| Carl T. Lyza, 486070, District 4; injured September 5, 1969 | 16.25 |
| Frank Malis, 494258, District 5; injured June 29, 1969 | 15.00 |
| William G. Maloney, 495949, Automotive Pound Section; injured July 31, 1969 | 23.00 |
| Frank D. Maniscalco, 497506, District 15; injured September 2, 1969 | 7.00 |
| Robert M. Marek, 500692, Task Force; injured September 5, 1969 | 33.00 |
| John P. McCarthy, 518641, District 15; injured September 13, 1969 | 7.00 |
| Robert B. McCracken, 521711, District 18; injured September 3, 1969 | 10.00 |
| Thomas P. McGady, 527206, District 18; injured August 23, 1969 | 30.00 |
| John W. McInerney, 533313, Police Training Division; injured August 18, 1969 | 27.50 |
| John R. McLemore, 536952, District 15; injured September 8, 1969 | 6.00 |
| Dennis M. McNamara, 539358, District 18; injured August 28, 1969 | 42.50 |
| Thomas L. McNelley, 540282, District 18; injured August 15, 1969 | 10.00 |
| Robert Mette, 547710, Task Force; injured August 11, 1969 | 14.50 |
| John Montgomery, 563020, Task Force; injured August 13, 1969 | 25.00 |
| Thomas D. Munyon, 576943, Detective Division; injured August 29, 1969 | 77.50 |
| Brian J. Murphy, 577481, District 5; injured August 18, 1969 | 15.00 |
| Thomas C. Neustrom, 592043, Task Force; injured June 28, 1969 | 27.00 |
| Dennis E. Nowicki, 601298, District 18; injured August 29, 1969 | 45.00 |
| Andrew F. O'Connor, 606556, Detective Division; injured October 6, 1968 | 42.00 |
| Richard R. O'Connor, 608015, District 20; injured September 4, 1969 | 55.00 |
| Donald J. O'Dette, 608649, District 10; injured August 6, 1969 | 11.25 |
| Michael J. O'Malley, 613939, Traffic Division; injured August 16, 1969 | 12.60 |
| John H. Pappas, 630562, District 10; injured August 10, 1969 | 36.75 |
| Joseph V. Piekos, 648137, District 18; injured August 30, 1969 | 35.00 |
| Peter J. Portock, 657624, District 21; injured August 2, 1969 | 25.00 |
| Theodore E. Raab, 673208, District 1; injured August 14, 1969 | 12.00 |
| Robert W. Rajewski, 672350, District 3; injured August 29, 1969 | 32.50 |
| Wayne E. Reczek, 676925, Task Force; injured August 13, 1969 | 60.00 |
| Edward Reines, 681225, District 18; injured August 18, 1969 | 10.00 |
| Herbert C. Reschke, 682617, District 15; injured August 26, 1969 | 12.00 |
| James P. Rey, 683100, District 18; injured August 29, 1969 | 55.00 |
| Joseph Rizzuto, 690759, District 15; injured June 29, 1969 | 138.70 |
| Renault A. Robinson, 693185, District 3; injured August 30, 1969 | 29.50 |

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|---|---|
| Roland H. Paul, 635295, District 20; injured March 1, 1969 | $ 33.00 |
| Anthony M. Roscich, 699242, District 18; injured August 13, 1969 | 12.25 |
| Robert L. Rotche, 702236, District 13; injured January 7, 1969 | 13.00 |
| Harlan E. Rothgeb, 702600, District 18; injured August 30, 1969 | 10.00 |
| Robert W. Sadler, 713519, District 14; injured September 3, 1969 | 10.00 |
| Milton J. Shackelford, 739335, District 5; injured August 2, 1969 | 15.00 |
| Ronald L. Schlossberg, 726368, District 11; injured August 10, 1969 | 37.50 |
| Ronald L. Schlossberg, 726368, District 11; injured August 31, 1968 | 22.00 |
| David Shields, 745786, District 15; injured September 8, 1969 | 17.00 |
| Edward L. Shipley, 746481, District 18; injured August 23, 1969 | 27.50 |
| John Siller, 749218, District 10; injured July 18, 1969 | 11.25 |
| Albert D. Smith, 756861, District 21; injured June 19, 1968 | 30.00 |
| Lester J. Smith, 760920, District 7; injured June 8, 1969 | 16.00 |
| Michael R. Spagnolo, 768545, District 8; injured September 5, 1969 | 33.00 |
| Donald A. Stevens, 779769, District 15; injured August 26, 1969 | 6.00 |
| Julius H. Stokes, 782241, District 5; injured June 30, 1969 | 20.00 |
| David K. Straman, 783748, District 18; injured September 3, 1969 | 10.00 |
| John O. Suchy, 787175, District 5; injured August 31, 1969 | 15.00 |
| Lawrence R. Traub, 816937, District 20; injured November 4, 1968 | 22.50 |
| Donald W. Valentas, 827693, Police Training Division; injured August 5, 1969 | 196.30 |
| Anthony J. Vuletic, 837016, District 4; injured September 5, 1969 | 16.50 |
| John L. Wiksten, 864131, District 2; injured August 23, 1969 | 25.00 |
| Donald C. Woelfie, 877210, District 17; injured August 25, 1969 | 15.00 |
| Frank Zingarelli, 893078, Task Force; injured August 22, 1969 | 35.00 |
| MacArthur Leahy, 458838, District 10; injured September 6, 1969 | 10.20 |
| John Lucas, 480217, District 18; injured September 16, 1969 | 10.00 |
| Richard P. Madeja, 488816, District 13; injured September 7, 1969 | 18.00 |
| Roy A. Mattioli, 511220, District 11; injured September 7, 1969 | 40.00 |
| Dennis McGuire, 531524, District 9; injured September 1, 1969 | 12.00 |
| James R. Morrison, 569376, District 9; injured August 31, 1969 | 37.50 |
| John J. Muscarella, 582465, District 14; injured September 14, 1969 | 12.00 |
| James J. Nolan, 596700, District 1; injured September 10, 1968 | 229.70 |
| Patrick T. O'Brien, 604371, District 3; injured September 12, 1969 | 28.50 |
| Alan Vern Osborn, 623432, District 2; injured August 19, 1969 | 10.20 |
| Robert J. Osborne, 623598, District 3; injured September 27, 1969 | $ 52.00 |
| Carter L. Osleber, 623743, District 11; injured September 15, 1969 | 23.00 |
| James R. Pancer, 628739, District 3; injured September 27, 1969 | 34.00 |
| Peter J. Parisi, 631129, District 11; injured July 16, 1969 | 22.00 |
| Daniel E. Plaza, 652548, Police Training Division; injured September 15, 1969 | 40.00 |
| Robert C. Prokuski, 664225, District 11; injured July 16, 1969 | 148.25 |
| John R. Putney, 667380, District 11; injured September 13, 1969 | 68.00 |
| Harvey L. Radney, 671117, Police Training Division; injured August 29, 1969 | 25.00 |
| Robert E. Rahn, 671985, District 13; injured September 7, 1969 | 18.00 |
| Adolph Ramos, 673055, District 13; injured May 18, 1969 | 13.00 |
| Lawrence Rapien, Jr., 674123, District 2; injured August 24, 1969 | 16.00 |
| Leon Reese, 678615, Task Force; injured September 18, 1969 | 12.00 |
| Frank Roberts, 691457, District 12; injured June 25, 1969 | 11.00 |
| Robert F. Shanahan, 739909, District 9; injured September 6, 1969 | 12.50 |
| Richard F. Skrezyna, 754017, District 13; injured August 7, 1969 | 27.00 |
| Martin Smith, 761093, Traffic Division; injured July 10, 1969 | 29.00 |
| John M. Tribe, 818260, District 2; injured September 1, 1969 | 26.00 |
| Frank Vulich, 833553, Central Services Division; injured August 18, 1969 | 36.25 |
| John E. Waterloo, 849953, District 11; injured July 5, 1969 | 23.00 |
| Thomas D. West, 858406, District 18; injured September 15, 1969 | 10.00 |
| Michael A. Wheeler, 860068, District 13; injured June 2, 1969 | 38.20 |
| Anthony M. Wilczak, 864557, District 9; injured September 6, 1969 | 12.50 |
| Mitchell Zawada, 889571, District 15; injured September 14, 1969 | 14.00 |
| John E. Zagozdon, 887773, District 19; injured May 2, 1969 | 13.00 |
| Charles Ranker, Firefighter, Engine 67; injured December 15, 1968 | 293.10 |
| William Karlberg, Engineer, Fire academy; injured April 30, 1969 | 31.75. |

### Authority Granted for Payments of Miscellaneous Refunds, Compensation for Property Damage, Etc.

The Committee on Finance submitted a report recommending that the City Council pass a proposed order transmitted therewith, to authorize payments of miscellaneous claims.

On motion of Alderman Keane the said proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—47.

*Nays*—None.

The following is said order as passed:

*Ordered,* That the City Comptroller is authorized and directed in consideration of the respective reports from the Department of Streets and Sanitation, to pay to the following-named persons the respective amounts set opposite their names, same to be in full settlement of their claims for personal injuries, on the dates and at the locations named, and to charge same to Account No. 100.9112.934:

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Adelaide Heller 4518 N. Paulina St. | 6-6-69—4556 Paulina St. | $ 19.00 |
| Mrs. Anna Mildenberger 1714 W. Wallen Av. | 5-3-69—1714 W. Wallen Av. | 30.00; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed in consideration of the report from the Police Department, to pay to the following-named person the amount set opposite his name, same to be in full settlement of his claim for property damage, on the date and at the location named, and to charge same to Account No. 100.9112.934:

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| John Krzak 1509 N. Fairfield Av. | 10-16-69—1509 N. Fairfield Av. | $ 50.57; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed in consideration of the report from the Department of Streets and Sanitation, to pay to the following-named persons the amount set opposite their names, same to be in full settlement of their claim for property damage, on the date and at the location named, and to charge same to Account No. 100.9112.934:

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Royal Globe Insurance and Alan and Alice Ronick, 175 W. Jackson Blvd. | 3-13-69—806 W. 35th St., | $100.00; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed in consideration of the respective reports from the Fire Department, to pay to the following-named persons the respective amounts set opposite their names, same to be in full settlement of their claims for damage to property and/or vehicles, on the dates and at the locations named, and to charge same to Account No. 100.9112.934:

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Isabel Herrera 2317 W. North Av. | 1-28-69—2419 N. Albany Av. | $145.00 |
| Globe Security and O. G. Dahlquist 309 W. Jackson Blvd. | 5-9-69—29 S. Racine Av. | 172.67 |
| Morton Lewis 844 W. 14th St. | 9-17-69—840 W. 14th St. | 10.00; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed in consideration of the report from the Department of Public Works (Forestry), to pay to the following-named person the amount set opposite his name, same to be in full settlement of his claim for vehicle damage, on the date and at the location named, and to charge same to Account No. 100.9112.934:

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Richard W. Spinks 5541 S. Lafayette Av. | 9-17-69—5541 S. Lafayette Av. | $292.23; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed in consideration of the respective reports from the Department of Streets and Sanitation, to pay to the following-named persons the respective amounts set opposite their names, same to be in full settlement of their claims for damage to vehicles, on the dates and at the locations named, and to charge same to Account No. 100.9112.934:

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Vincent J. Durante 3150 S. Lawndale Av. | 1-19-69—E. 65th St. and S. South Shore Dr. | $ 15.00 |
| Continental National American Group and Dr. Barney Goldberg, 175 W. Jackson Blvd. Room 1623 | 11-14-68 | 49.70 |
| Frank M. Clifton 443 E. 40th St. St. | 2- -69—S. Vincennes Av. between E. Pershing Rd. and E. Oakwood Blvd. | 18.75 |
| Mrs. Sharon Schmidt 5838 W. Altgeld St. | 4-15-69—3150 N. Pulaski Rd. | 96.00 |
| H. A. Hassinger P. O. Box 551 Oak Park, Ill. 60303 | 6-10-69—W. Logan Blvd. and N. Western Av. | 17.50 |
| Gerald Cohen M.D. 5330 W. Devon Av. | 5-26-69—W. Rosemont and N. Central Park Aves. | 12.50 |
| Allstate Ins. and Yevette Lewis 4301 W. Touhy Av. Lincolnwood, Ill. 60645 | 3-24-69—N. Pulaski Rd. and W. Foster Av. | 106.65 |
| Illinois Bell Telephone 212 W. Washington St. | 6-12-69—E. 39th St. and S. Calumet Av. | 30.00 |
| A. M. Hoover 921 Lake St., Oak Park, Ill. | 6-26-69—1608 W. Fullerton Av. | 62.71 |
| Henry Winningham 1044 W. 31st St. | 8-29-68—1044 W. 31st St. | 185.00 |
| Mrs. Judith Bielawski 3032 S. Lock St. | 7-3-69—S. Haynes Court and W. 31st St. | 95.58 |
| Royal Globe Ins. and Mr. James F. Moes 175 W. Jackson Blvd. | 3-20-69—W. North and N. Western Aves. | 206.75 |

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| George Fyock 306 W. 37th St., | Southwest Garage | $188.00 |
| Allstate Ins. and Albert and Ida Sublett 2910 W. Peterson Av. | 1-23-69—N. Western and W. Diversey Aves. | 100.00; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed in consideration of the respective reports from the Police Department, to pay to the following-named persons the respective amounts set opposite their names, same to be in full settlement of their claims for damage to vehicles, on the dates and at the locations named, and to charge same to Account No. 100.9112.934:

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Checker Taxi Co. c/o Dinkes, Belgrade, Soll and Dinkes 309 W. Jackson Blvd. | 3-24-69—60 E. 11th St. | $ 35.00 |
| William B. Hunter 2528 Greenleaf Av. Wilmette Ill. 60091 | 5-18-69—W. Addison St. at No. 3625 (Expressway) | 112.50 |
| Amos Gibson 520 N. Lawndale Av. | 8-10-69—521 N. Lawndale Av. | 295.00 |
| Cavalier Ins. Corp. and Vincent DiMaggio 6416 W. Belmont Av. | 6-8-69—3405 W. Lawrence Av. | 104.45 |
| Richard Weisskopf 4950 S. Chicago Beach Dr. | 8-25-69—2012 E. 83rd St. | 152.91 |
| Julia Kabilis and Allstate Ins. 9933 N. Lawler Av. Skokie, 60076 | 6-13-69—W. 34th and S. Morgan Sts. | 329.26 |
| Allstate Ins. Co. and Kuruosh Diba 9933 N. Lawler Av. Skokie 60076 | 4-20-69—3739 W. Lawrence Av. | 183.06 |
| Kenneth Gudim 828 Harold Melrose Park, Ill. | 8-29-69—3444 W. Melrose St. | 30.00 |
| Alfred E. Melton 1807 N. Lincoln Park West—Apt 302, | 10-21-68—W. Menomonee St. and N. Lincoln Park West | 11.00; |

and

*Be It Further Ordered,* That the Commissioner of Water and Sewers is authorized and directed in consideration of the report from the Bureau of Water and Sewers, to pay to the following-named person the amount set opposite his name, same to be in full settlement of his claim for refund due to water leak, at the location named, and to charge same to Account No. 200.8220.935:

| *Name and Address* | *Location* | *Amount* |
|---|---|---|
| Julius Santana 1532 N. Greenview Av. | 1532 N. Greenview Av. | $200.00. |

### *Action Deferred*—ON PROPOSED ORDER FOR PUBLICATION OF NOTICE OF PUBLIC HEARING ON BUDGET FOR FISCAL YEAR OF 1970.

The Committee on Finance submitted the following report, which was, at the request of two aldermen present (Alderman Simon and Alderman Scholl) *Deferred* and ordered published:

CHICAGO, November 17, 1969.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred a communication dated November 14, 1969 from the Mayor transmitting an order directing the City Clerk to cause a notice of public hearing to be published in a newspaper having general circulation in the City of Chicago at least one week prior to the time of such public hearing—Public Hearing on said Budget Document for the year beginning January 1, 1970 and ending December 31, 1970, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed order transmitted herewith.

This recommendation was concurred in by 46 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) THOMAS E. KEANE,
*Chairman.*

The proposed order transmitted with the foregoing committee report reads as follows:

*Whereas,* Mayor Richard J. Daley on November 14, 1969 submitted to this Council through its Clerk the Executive Budget of the City of Chicago for the fiscal year beginning January 1, 1970 and ending December 31, 1970 (which was filed in the Office of the City Clerk on November 14, 1969); and

*Whereas,* Pursuant to the order passed by the City Council on November 17, 1969, the Budget Document has been published in pamphlet form and said Budget Document is now conveniently available to public inspection in the office of the City Clerk; and

*Whereas,* It is provided by law that at least one public hearing shall be held by the Corporate Authorities on the Budget Document not less than one week after the publication thereof and prior to final action thereon and that notice of such hearing shall be given by publication in a newspaper having general circulation in the City of Chicago at least one week prior to the time of such public hearing; now, therefore,

Be It Ordered, That the public hearing on said Budget Document for the fiscal year beginning January 1, 1970 and ending December 31, 1970, as submitted by the Mayor and as published in pamphlet form, be held by the City Council at 10:30 A.M. on Monday, December 1, 1969 in the Council Chamber in the City Hall; and the City Clerk is hereby directed to cause a notice of such public hearing to be published in a newspaper having general circulation in the City of Chicago at least one week prior to the time of such public hearing.

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### *Action Deferred*—ON PROPOSED ORDINANCE TO INCREASE PENALTY FEES FOR AIR POLLUTION CONTROL VIOLATIONS.

The Committee on Finance submitted the following report which was at the request of two aldermen present (Alderman Keane and Alderman Wigoda) *Deferred* and ordered published:

CHICAGO, November 17, 1969.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred a communication dated October 29, 1969 from Aldermen Wigoda and Keane transmitting an ordinance amending Section 79 of Chapter 17 of the Municipal Code of the City of Chicago to increase penalty fees concerning Air Pollution Control Violations, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by 46 members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS E. KEANE,
*Chairman.*

The following is said proposed ordinance transmitted with the foregoing committee report:

Be It Ordained by the City Council of the City of Chicago:

That Chapter 17 of the Municipal Code of the City of Chicago be amended to read as follows:

*Section 1.* Section 79 of Chapter 17 of the Municipal Code shall be amended by deleting the words, "not less than ten dollars nor more than two hundred dollars for the first offense, and not less than fifty dollars nor more than two hundred dollars for the second and each subsequent offense in any ninety day period", wherever these words appear in this section, and substituting therefor the following:

> "Not less than one hundred dollars nor more than three hundred dollars for the first offense, and not less than three hundred dollars nor more than five hundred dollars for the second and each subsequent offense in any 180 day period."

*Section 2.* This ordinance shall be in full force and effect from and after its passage and due publication.

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### *Action Deferred*—ON PROPOSED ORDINANCE TO AUTHORIZE LEASE OF SPACE FOR CHICAGO COMMITTEE ON URBAN OPPORTUNITY.

The Committee on Finance submitted the following report, which was, at the request of two aldermen present (Alderman Despres and Alderman Simon) *Deferred* and ordered published:

CHICAGO, November 17, 1969.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred a communication dated October 27, 1969 from the City Comptroller transmitting an ordinance to authorize lease from 800 North Clark Street Building, agents for American National Bank, Trustee under Trust No. 6333, for approximately 11,294 square feet on 5th floor and approximately 1,356 square feet on 6th floor at No. 800 N. Clark Street for Chicago Committee on Urban Opportunity for office use, rental of $2,899.00 per month, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by 46 members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS E. KEANE,
*Chairman.*

The proposed ordinance transmitted with the foregoing committee report reads as follows:

Be It Ordained by the City Council of the City of Chicago:

*Section 1.* That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from 800 North Clark Street Building, Agents for American National Bank, Trustee, Trust No. 6333 for approximately 11,294 square feet on 5th floor and approximately 1,356 square feet on 6th floor at No. 800 N. Clark Street for Chicago Committee on Urban Opportunity; such lease to be approved by the Directress of the Chicago Committee on Urban Opportunity and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on page 6397 of this Journal]

*Section 2.* This ordinance shall take effect and be in full force from and after the date of its passage.

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### *Action Deferred*—ON PROPOSED RESOLUTION TO MEMORIALIZE THE SENATE OF THE UNITED STATES TO DENY CONFIRMATION OF APPOINTMENT OF JUDGE CLEMENT HAYNSWORTH, JR. AS SUPREME COURT JUSTICE.

The Committee on Finance submitted the following report, which was, at the request of two aldermen present (Alderman Holman and Alderman Marzullo) *Deferred* and ordered published:

CHICAGO, November 17, 1969.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred a communication dated October 29, 1969 from eight aldermen transmitting a resolution memorializing the Senate of the United States of America to deny confirmation of appointment of Judge Clement Haynsworth Jr. as a Supreme Court Justice, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed resolution transmitted herewith.

This recommendation was concurred in by 31 members of the committee, with 13 dissenting vote.

Respectfully submitted,

(Signed) THOMAS E. KEANE,
*Chairman.*

The following is said proposed resolution transmitted with the foregoing committee report:

*Whereas,* Judge Clement Haynsworth, Jr., has been involved in many financial activities which indicate "conflict of interest" and improprieties not befitting a Supreme Court Justice; and

*Whereas,* His record shows he has been gratuitously anti-labor and consistently anti-civil rights; now, therefore,

Be It Resolved by the City Council of the City of Chicago:

That the United States Senate be memorialized to not confirm the appointment of Judge Clement Haynsworth, Jr., to the Federal Supreme Court.

**This Agreement,** Made this ........ day of ........ A. D. 1969, between 800 North Clark Street Building Agents for American National Bank Trustee Trust #6333 ........, as Lessor and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

**Witnesseth:** That the Lessor do hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: Approximately 11,294 square feet 5th floor and approximately 1,356 square feet on 6th floor at 800 North Clark Street for Department Chicago Committee on Urban Opportunity.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of November A. D. 19 69 or date of occupation and ending on the 31st day of October A. D. 1971. Lessee has the right to terminate this lease on 30 day prior notice

[illegible]

[illegible]

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at 800 North Clark Street, Chicago, Illinois 60610 or at such other place as the Lessor from time to time in writing may appoint.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of Two Thousand Eight Hundred and Ninety Nine Dollars ($2,899.00) Dollars per month, payable in advance on the first day of each calendar month at the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessor own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

Lessor furnishes heat, hot water, interior and exterior repairs where necessary, window washing, elevator service. Lessee pays electricity and furnishes Janitor service and has privilege to remodel to suit their use. It is mutually agreed and understood by and between the parties hereto that the remuneration mentioned in this lease is payable solely from funds when made available by the Federal Government.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

**In Witness Whereof,** this lease is signed by or on behalf of the parties hereto the day and year first above written.

(Signature forms omitted)

### *Placed on File*—FINANCIAL STATEMENT OF MUNICIPAL TUBERCULOSIS SANITARIUM.

The Committee on Finance submitted a report recommending that the City Council *Place on File* a communication from the Municipal Tuberculosis Sanitarium, dated October 30, 1969, transmitting a financial statement of the sanitarium for the month of August, 1969. On motion of Alderman Keane the committee's recommendation was *Concurred In.*

### *Failed to Pass*—SUNDRY PROPOSED ORDINANCES CONCERNING REMOVAL OF ABANDONED AUTOMOBILES FROM CITY STREETS.

CHICAGO, November 17, 1969

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred a communication dated October 8, 1969 from Alderman Sheridan transmitting a series of ordinances concerning certain abandoned automobiles and orders for their removal, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Do Not Pass* said communications transmitted herewith.

This recommendation was concurred in by 46 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) THOMAS E. KEANE,
*Chairman.*

Alderman Keane moved to *Concur* in the committee's recommendation. The question thereupon became: *Shall the proposed ordinances Pass, the recommendation of the committee to the contrary notwithstanding?;* and the question being put, said proposed ordinances *Failed to Pass,* by yeas and nays as follows: *Yeas*—None; *Nays*—47.

## COMMITTEE ON BUILDINGS AND ZONING.

### *Action Deferred*—ON PROPOSED ORDINANCES FOR AMENDMENT OF CHICAGO ZONING ORDINANCE TO RECLASSIFY PARTICULAR AREAS.

The Committee on Buildings and Zoning submitted the following report, which was on motion of Alderman Metcalfe, *Deferred* and ordered published:

CHICAGO, November 14, 1969.

*To the President and Members of the City Council:*

Your Committee on Buildings and Zoning begs leave to recommend that Your Honorable Body pass the proposed ordinances transmitted herewith (referred to Your Committee on June 23, September 5, September 17 and October 8, 1969) to amend the Chicago Zoning Ordinance for the purpose of reclassifying particular areas as follows:

To classify as an M1-3 Restricted Manufacturing District instead of an R5 General Residence District the area bounded by

W. Quincy Street; S. Throop Street; W. Cottage Place; and a line 298.66 feet west of S. Throop Street (Map No. 2-G);

To classify as an R6 General Residence District instead of a B4-4 Restricted Service District the area bounded by

W. Schiller Street; the alley next east of and parallel to N. Clark Street; a line 104.97 feet south of W. Schiller Street; and a line 38.57 feet east of N. Clark Street (Map No. 3-F);

To classify as an R4 General Residence District instead of a C1-2 Restricted Commercial District the area bounded by

W. Division Street; a line 36 feet east of the alley next east of and parallel to N. Noble Street, or the line thereof if extended where no alley exists; W. Haddon Avenue, or the line thereof if extended where no street exists; and the east line of the alley next east of and parallel to N. Noble Street, or the line thereof if extended where no alley exists (Map No. 3-G);

To classify as a B4-2 Restricted Service District instead of a C1-2 Restricted Commercial District the area bounded by

W. 16th Street; S. Keeler Avenue; the alley next south of and parallel to W. 16th Street, or the line thereof if extended where no alley exists; and S. Kildare Avenue (Map No. 4-K);

To classify as an R5 General Residence District instead of a C1-3 Restricted Commercial District the area bounded by

W. Webster Avenue; the alley next west of and parallel to N. Cleveland Avenue; N. Lincoln Avenue; N. Cleveland and W. Dickens Avenues; the alley next southwest of and parallel to N. Lincoln Avenue; the alley next north of and parallel to W. Dickens Avenue; and N. Larrabee Street (Map. No. 5-F);

To classify as an R4 General Residence District instead of an R2 Single Family Residence District the area bounded by

the south line of the right of way of the C. M. St. P. & P. RR.; N. Newland Avenue; the alley next north of and parallel to W. Palmer Street; and the alley next west of and parallel to N. Newland Avenue (Map No. 5-N);

To classify as a C1-1 Restricted Commercial District instead of an R3 General Residence District the area bounded by

the alley next south of and parallel to W. Cermak Road; S. Leavitt Street; a line 225 feet south of the alley next south of and parallel to W. Cermak Road; and the alley next west of and parallel to S. Leavitt Street (Map No. 6-H);

To classify as a B5-2 General Service District instead of a B3-3 General Retail District the area bounded by

the alley next north of and parallel to W. 79th Street; S. Halsted Street; W. 79th Street; and a line 117 feet west of S. Halsted Street (Map No. 18-G);

To classify as a B1-1 Local Retail District instead of an R3 General Residence District the area bounded by

W. Melrose Street; a line 84 feet 11⅛ inches east of N. Keeler Avenue; the alley next south of and parallel to W. Melrose Street; and N. Keeler Avenue (Map No. 9-K).

These recommendations were concurred in by 8 members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) RALPH H. METCALFE,
*Chairman.*

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### *Action Deferred*—ON PROPOSED ORDINANCES FOR AMENDMENT OF CHICAGO ZONING ORDINANCE TO RECLASSIFY PARTICULAR AREAS *(Adverse Committee Recommendations).*

The Committee on Buildings and Zoning submitted the following report, which was on motion of Alderman Metcalfe, *Deferred* and ordered published:

CHICAGO, November 14, 1969.

*To the President and Members of the City Council:*

Your Committee on Buildings and Zoning begs leave to recommend that Your Honorable Body *DO NOT PASS* the proposed ordinances transmitted herewith (referred to Your Committee on October 9, 1968, June 23, September 17 and October 8, 1969) to amend the Chicago Zoning Ordinance for the purpose of reclassifying particular areas, as follows:

To classify as a C1-2 Restricted Commercial District instead of an R4 General Residence District the area bounded by

the alley next north of and parallel to W. 18th Street; S. Desplaines Street; W. 18th Street; and S. Ruble Street (Map No. 4-F);

To classify as an R4 General Residence District instead of a B4-2 Restricted Service District the area bounded by

a line 325 feet north of W. Wellington Avenue; N. Sheffield Avenue; a line 150 feet north of W. Wellington Avenue; and the alley next west of and parallel to N. Sheffield Avenue (Map No. 7-G);

To classify as an R4 General Residence District instead of an R3 General Residence District the area bounded by

the alley next north of and parallel to W. Windsor Avenue; a line 300 feet east of N. Long Avenue; W. Windsor Avenue; and a line 150 feet east of N. Long Avenue (Map No. 11-L);

To classify as a Residential Planned Development instead of a Planned Development District and an R3 General Residence District the area bounded by

W. Touhy Avenue; a line 548.56 feet east of N. Kedzie Avenue; a line 623.57 feet south of W. Touhy Avenue; a line 816.61 feet east of N. Kedzie Avenue; a line 1260.4 feet south of W. Touhy Avenue; a line 589.94 feet east of N. Kedzie Avenue; a line 1866.93 feet south of W. Touhy Avenue; N. Sacramento Avenue; W. Pratt Avenue; and N. Kedzie Avenue (Map No. 17-I);

To classify as an R4 General Residence District instead of an R3 General Residence District the area bounded by

W. 72nd Street; S. Kedzie Avenue; a line 111 feet 5 inches south of W. 72nd Street; and the alley next west of and parallel to S. Kedzie Avenue (Map No. 18-J);

To classify as an R4 General Residence District instead of an R3 General Residence District the area bounded by

W. Irving Park Road; a line 37 feet west of N. Lawndale Avenue; the alley next south of and parallel to W. Irving Park Road; N. Hamlin Avenue; W. Byron Street; the northeast line of the John F. Kennedy Expressway; a line 162 feet east of N. Pulaski Road; W. Dakin Street; a line 147 feet east of N. Pulaski Road; the alley next south of and parallel to W. Irving Park Road; and N. Springfield Avenue (Map No. 9-J).

These recommendations were concurred in by 8 members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) RALPH H. METCALFE,
*Chairman.*

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## COMMITTEE ON CULTURAL AND ECONOMIC DEVELOPMENT.

### Request Granted for Study of Appropriate Means of Rebuilding Monument to Chicago Police Officers Slain in Haymarket Riot.

The Committee on Cultural and Economic Development submitted the following report:

CHICAGO, November 13, 1969.

*To the President and Members of the City Council:*

Your Committee on Cultural and Economic Development, having had under consideration a proposed resolution (referred on October 8, 1969) to request the committee to undertake a study to determine appropriate means for renewing or rebuilding the monument to Chicago Police Officers slain in the Haymarket riot, begs leave to recommend that Your Honorable Body pass the said proposed resolution, which is transmitted herewith.

This recommendation was concurred in by 8 members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) REX SANDE,
*Chairman.*

On motion of Alderman Sande said proposed resolution was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—47.

*Nays*—None.

The following is said resolution as passed:

WHEREAS, In the early morning hours of Tuesday, October 7, 1969, person or persons unknown—by means of an explosive substance—destroyed a Chicago Landmark at Randolph Street and the Kennedy Expressway; and

WHEREAS, This Landmark of Chicago was erected to commemorate and memorialize the Chicago Police

Officers who lost their lives in the infamous Haymarket Riot; and

WHEREAS, The statue of the officer with hand upraised and inscribed with the words of the officer "In the name of the People of the State of Illinois, I command you disperse" has stood as a monument not only to those officers killed in the line of duty at that riot, but, moreover, has given visible evidence to the respect for the law and its enforcement held by all the citizens of Chicago; and

WHEREAS, The thousands of members of the Chicago Police Department have been both inspired and encouraged by this monument to law, order and justice, with hundreds of ceremonies having been held at the site of the Landmark in past years; and

WHEREAS, This monument should be either restored or rebuilt as a visible example of this City's appreciation for the dedication and devotion to duty of all Chicago Police Officers and especially those who have lost their lives in the line of duty; now, therefore,

*Be It Resolved,* That the Chicago City Council Committee on Cultural and Economic Development undertake a study with the greatest haste to determine the most appropriate means of renewing or rebuilding the monument to the officers slain in the Haymarket Riot.

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## COMMITTEE ON LOCAL INDUSTRIES, STREETS AND ALLEYS.

### Grants Made of Privileges in Public Ways.

The Committee on Local Industries, Streets and Alleys, to which had been referred (on October 29, 1969) five proposed ordinances for grants of privileges in public ways, submitted a report recommending that the City Council pass said proposed ordinances (transmitted therewith).

On separate motions made by Alderman Sain *each* of the said proposed ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—47.

*Nays*—None.

*Each of the said five ordinances contains Sections 3, 4, 5 and 6, which are identical with Sections 3, 4, 5 and 6 respectively of the "Standard Special Provisions" printed on pages 5243-5244 of the Journal of the Proceedings of April 9, 1969.* Sections 1 and 2 of the said ordinances read respectively as follows (the Italic heading in each case not being a part of the ordinance):

*Grant to The Cuneo Press, Inc.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority hereby are given and granted to The Cuneo Press, Inc., a corporation, its successors and assigns, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a two-story covered bridge or passageway not exceeding eleven (11) feet in width over and across S. Grove Street southerly of W. Cermak Road, connecting the fifth and sixth floors of the buildings located on both sides of S. Grove Street at W. Cermak Road; for a period of ten (10) years from and after November 27, 1969.

The location of said covered bridge or passageway shall be as shown on print hereto attached, which by reference is made a part of this ordinance. Said covered bridge or passageway shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. The grantee shall keep that portion of the public way under said covered bridge or passageway in good condition and repair, safe for public travel and free from snow, ice and dirt, to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of four hundred fifty and no/100 dollars ($450.00) per annum, in advance, the first payment to be made as of November 27, 1969, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof before the structures and appliances herein authorized are removed and the public way is restored as herein required.

*Grant to Eugene Dietzgen Co.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority hereby are are given and granted to Eugene Dietzgen Co., a corporation, its successors and assigns, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a one-story covered bridge or passageway six (6) feet in width, over and across the east-west twenty-foot public alley between W. Fullerton Avenue and W. Montana Street, connecting the second floor of the premises known as No. 2425 N. Sheffield Avenue with the corresponding floor of the premises known as No. 954 W. Fullerton Avenue, the lowest portion of same being not less than fifteen (15) feet above the surface of the alley at said location; for a period of ten (10) years from and after December 23, 1969.

The location of said covered bridge or passageway shall be as shown on print hereto attached, which by reference is made a part of this ordinance. Said covered bridge or passageway shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. The grantee shall keep that portion of the public way under said covered bridge or passageway in good condition and repair, safe for public travel and free from snow, ice and dirt, to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges

herein granted the sum of one hundred fifty and no/100 dollars ($150.00) per annum, in advance, the first payment to be made as of December 23, 1969, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof before the structures and appliances herein authorized are removed and the public way is restored as herein required.

### *Grant to Gutmann and Company.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority hereby are given and granted to Gutmann and Company, a corporation, its successors and assigns, upon the terms and subject to the conditions of this ordinance, to excavate for, construct, maintain and use a railroad switch track at street grade connecting with the main line of the Chicago, Milwaukee, St. Paul and Pacific Railroad, running along the west side of N. Dominick Street on a curve to a point two hundred twenty-five (225) feet from the northwest corner of W. McLean Avenue and N. Dominick Street for a distance of two hundred (200) feet; for a period of twenty (20) years from and after the date of passage of this ordinance.

The location of said railroad switch track shall be as shown in yellow on print hereto attached, which by reference is made a part of this ordinance. Said railroad switch track shall be constructed under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. There shall be no depressions or obstructions in the public way and the grantee shall keep that portion of the public way occupied by said railroad switch track in good condition and repair, safe for public travel and free from snow, ice and dirt, to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of three hundred seventy-five and no/100 dollars ($375.00) per annum, in advance, the first payment to be made as of the date of passage of this ordinance and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof before the structures and appliances herein authorized are removed and the public way is restored as herein required.

### *Grant to Hooker Glass & Paint Mfg. Co.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority hereby are given and granted to Hooker Glass & Paint Mfg. Co., a corporation, its successors and assigns, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a loading device consisting of pulleys, cables, a motor, and a welded steel platform eight (8) feet by six (6) feet, with a hydraulic device to adjust the platform level, and when in use protrudes into the twenty-foot strip of land laid out as a service driveway on the east side of land taken for the Northwest Expressway south of W. Washington Boulevard, and when not in use it is raised up so as to be entirely on private property for a period of ten (10) years from and after October 2, 1969.

The location of said loading device shall be as shown on print hereto attached, which by reference is made a part of this ordinance. Said loading device shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. The grantee shall keep said loading device and that portion of the public way adjacent thereto in good condition and repair, safe for public travel and free from snow, ice and dirt, to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of two hundred and no/100 dollars ($200.00) per annum, in advance, the first payment to be made as of October 2, 1969, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof before the structures and appliances herein authorized are removed and the public way is restored as herein required.

### *Grant to Humboldt Iron and Metal, Inc.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority hereby are given and granted to Humboldt Iron and Metal, Inc., a corporation, its successors and assigns, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a railroad switch track over and across W. Armitage Avenue from a point on the south line thereof one hundred fifty (150) feet west of the west line of N. Central Avenue to a point on the north line thereof eighty (80) feet west of the west line of N. Central Avenue; for a period of twenty (20) years from and after June 15, 1969.

The location of said railroad switch track shall be as shown in red on print hereto attached, which by reference is made a part of this ordinance. Said railroad switch track shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. The grantee shall keep that portion of the public way occupied by said railroad switch track in good condition and repair, safe for public travel and free from snow, ice and dirt, to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of three hundred thirty-seven and 50/100 dollars ($337.50) per annum, in advance, the first payment to be made as of June 15, 1969, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof before the structures and appliances herein authorized are removed and the public way is restored as herein required.

## Portions of S. Jefferson St., W. 21st St., W. 20th Pl., S. Desplaines St. and Adjacent Public Alleys Vacated.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass a proposed ordinance (which was drafted and submitted in compliance with an order passed on June 2, 1967, page 275) for the vacation of S. Jefferson Street between W. Cullerton Street and W. Cermak Road; W. 21st Street between S. Jefferson Street and S. Ruble Street; W. 20th Place between S. Jefferson Street and the first north-south public alley east thereof and S. Desplaines Street between W. 21st Street and a line approximately 160.79 feet north thereof; also all of the north-south 8 foot public alley together with all that part of the north-south 16 foot public alley between W. 21st Street and a line approximately 160.79 feet north thereof, in the block bounded by W. 21st Street, S. Canalport Avenue, S. Desplaines Street and S. Ruble Street, and approximately the west 86.5 feet of the east-west 16 foot public alley in the block bounded by W. 21st Street, S. Canalport Avenue, S. Desplaines Street and S. Jefferson Street, etc.

On motion of Alderman Sain said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—47.

*Nays*—None.

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of parts of public streets, public alley and parts of public alleys described in the following ordinance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That all that part of S. Jefferson Street lying West of and adjoining the West line of Lot Three (3) in Block Thirty-seven (37) and lying East of and adjoining the East line of Lot Four (4) in Block Thirty-eight (38) in Canal Trustees' Subdivision of the West Half (W.½) of Section Twenty-one (21), Township Thirty-nine (39) North, Range Fourteen (14) East of the Third Principal Meridian and so much of the Southeast Quarter (S.E.¼) as lies West of the South Branch of Chicago River; lying East of and adjoining the East line of Lots One (1) to Four (4), both inclusive, and the East line of said Lot Four (4) produced South Sixty (60) feet, in John B. Gest's Subdivision of that part North of 21st Street of Lot Four (4) in Block Thirty-eight (38) of Canal Trustees' Subdivision aforementioned, lying East of and adjoining the East line of Lots Twenty-seven (27), Thirty-two (32), Thirty-three (33), Thirty-eight (38), Thirty-nine (39), Forty-four (44), Forty-five (45), Fifty (50), Fifty-one (51), Fifty-six (56), Fifty-seven (57), Sixty-two (62) and Sixty-three (63) in Subdivision of Lot One (1) in Block Thirty-eight (38) of Canal Trustees' Subdivision aforementioned, lying West of and adjoining the West line of Lots Twenty-four (24) to Thirty-one (31), both inclusive, and the West line of said Lot Thirty-one (31) produced South Twenty-two and Fifty-two Hundredths (22.52) feet, and lying South of and adjoining the North line of said Lot Twenty-four (24) produced West Sixty-six (66) feet, in O. M. Dorman's Subdivision of part of Block Thirty-seven (37) of Canal Trustees' Subdivision aforementioned, and lying Northerly of and adjoining a line drawn from the Southerly corner of Lot Three (3) in Block Thirty-seven (37) to its intersection with the East line of Lot Four (4) in Block Thirty-eight (38) and a line Fourteen (14) feet North of and parallel with the South line of said Lot, in Canal Trustees' Subdivision aforementioned; all that part of W. 21st Street opened by Condemnation Proceedings, ordinance passed by the City Council October 27, 1879, Order of Possession May 21, 1886, Superior Court General No. 84295, being all that part of said W. 21st Street running through Lots Three (3) and Four (4) in Block Thirty-eight (38) of Canal Trustees' Subdivision aforementioned, lying East of the Southerly extension of the East line of S. Ruble Street as opened by Condemnation Proceedings, ordinance passed by the City Council December 6, 1880, Order of Possession April 26, 1886, Superior Court General No. 77505; all that part of S. Desplaines Street lying East of and adjoining the East line of Lots Fifty-nine (59), Sixty (60) and Sixty-five (65), lying West of and adjoining the West line of Lots Fifty-eight (58), Sixty-one (61) and Sixty-four (64) and lying South of and adjoining the South line of the North Twenty (20) feet of said Lot Fifty-nine (59) produced East Fifty (50) feet, in Subdivision of Lot One (1) in Block Thirty-eight (38) of Canal Trustees' Subdivision aforementioned, together with all that part of said S. Desplaines Street opened by Condemnation Proceedings, ordinance passed by the City Council March 9, 1885, Order of Possession July 3, 1888, Superior Court General No. 97099, being all that part of said S. Desplaines Street lying East of and adjoining the East line of Lot Nine (9) in John B. Gest's Subdivision aforementioned, and lying West of and adjoining the West line of Lots One (1) to Four (4), both inclusive, in Subdivision of Lots Five (5) to Eight (8), inclusive, in John B. Gest's Subdivision aforementioned, and all that part of W. 20th Place lying North of and adjoining the North line of Lot Three (3) in Block Thirty-seven (37) of Canal Trustees' Subdivision aforementioned, lying South of and adjoining the South line of Lot Thirty-one (31) and lying West of and adjoining the East line of said Lot Thirty-one (31) produced South Twenty-two and Fifty-two Hundredths (22.52) feet, in O. M. Dorman's Subdivision aformentioned; also all of the North-South Eight (8) foot public alley opened by Condemnation Proceedings, ordinance passed by the City Council March 1, 1909, Order of Possession January 27, 1913, Circuit Court General No. 290631, being the West Eight (8) feet of Lot Twelve (12) of John B. Gest's Subdivision aforementioned; all that part of the North-South Sixteen (16) foot public alley lying East of and adjoining the East line of Lots Forty-three (43), Forty-four (44) and Forty-five (45) in Subdivision of Lot Two (2) in Block Thirty-eight (38) of Canal Trustees' Subdivision aforementioned, lying West of and adjoining the West line of Lots Fifty-nine (59), Sixty (60) and Sixty-five (65) and lying South of and adjoining the South line of the North

Twenty (20) feet of said Lot Fifty-nine (59) produced West Sixteen (16) feet, in Subdivision of Lot One (1) in Block Thirty-eight (38) of Canal Trustees' Subdivision aforementioned, and all that part of the East-West Sixteen (16) foot public alley dedicated and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, August 17, 1954, Document No. 15990636, being all that part of the South Sixteen (16) feet of Lot Sixteen (16) lying West of a line Eleven (11) feet West of and parallel with the East line of said Lot, in Subdivision of Lot One (1) in Block Thirty-eight (38) of Canal Trustees' Subdivision aforementioned, said parts of public streets herein vacated being further described as all that part of S. Jefferson Street lying between the South line of W. Cullerton Street extended West, and a line drawn from the intersection of the Westerly line of S. Lumber Street and the East line of S. Jefferson Street to the intersection of the West line of S. Jefferson Street and the North line of W. Cermak Road; all that part of W. 21st Street lying between S. Jefferson Street and the East line of S. Ruble Street extended South; all that part of S. Desplaines Street lying between W. 21st Street and a line One Hundred Sixty and Seventy-nine Hundredths (160.79) feet, more or less, North of and parallel thereto, and all that part of W. 20th Place lying between S. Jefferson Street and the West line of the first North-South public alley East thereof extended South, and said public alley and parts of public alleys herein vacated being further described as all of the North-South Eight (8) foot public alley together with all that part of the North-South Sixteen (16) foot public alley lying between W. 21st Street and a line One Hundred Sixty and Seventy-nine Hundredths (160.79) feet, more or less, North of and parallel thereto, in the block bounded by W. 21st Street, S. Canalport Avenue, S. Desplaines Street and S. Ruble Street, and the West Eighty-six and Five-tenths (86.5) feet, more or less, of the East-West public alley running East from S. Desplaines Street in the block bounded by W. 21st Street, S. Canalport Avenue, S. Desplaines Street and S. Jefferson Street, as colored in red and indicated by the words "TO BE VACATED" on the plat hereto attached, which plat for greater certainty is hereby made a part of this ordinance, be and the same are hereby vacated and closed, inasmuch as the same are no longer required for public use and the public interest will be subserved by such vacations.

SECTION 2. The vacations herein provided for are made upon the express condition that within six (6) months after the passage of this ordinance, Joanna Western Mills Company, Charles E. and Janice E. Wendnagel and Frederick W. and June M. Wendnagel shall dedicate or cause to be dedicated to the public and open up for public use as alleys, the North Twenty (20) feet of Lot Fifty-nine (59) and the North Sixteen (16) feet of Lot Thirteen (13) together with the East Eleven (11) feet of Lots Thirteen (13) and Sixteen (16), except the North Sixteen (16) feet of said Lot Thirteen (13) and except the South Sixteen (16) feet of said Lot Sixteen (16), all in Subdivision of Lot One (1) in Block Thirty-eight (38) of Canal Trustees' Subdivision aforementioned, as colored in yellow and indicated by the words "TO BE DEDICATED" on the aforementioned plat; and further, shall within six (6) months after the passage of this ordinance pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owners of the property abutting said parts of public streets, public alley and parts of public alleys hereby vacated, the sum of one hundred seventy-six thousand six hundred sixty-three and no/100 dollars ($176,663.00), which sum in the judgment of this body will be equal to such benefits; and further, shall within six (6) months after the passage of this ordinance deposit in the City Treasury of the City of Chicago a sum sufficient to defray all costs of removing curb return and constructing sidewalk and curb across the entrance to the part of S. Jefferson Street herein vacated at W. Cullerton Street, similar to the sidewalk and curb in W. Cullerton Street at S. Jefferson Street, and removing paving and curb returns and constructing sidewalk and curb across the entrance to the part of S. Jefferson Street herein vacated at W. Cermak Road and S. Lumber Street, similar to the sidewalk and curb in W. Cermak Road at S. Jefferson Street; removing paving and curb return and constructing sidewalk and curb across the entrance to the part of W. 21st Street herein vacated at S. Ruble Street, similar to the sidewalk and curb in S. Ruble Street at W. 21st Street; removing paving and curb returns and constructing sidewalk and curb across the entrance to the part of the East-West public alley herein vacated, similar to the sidewalk and curb in S. Desplaines Street between S. Canalport Avenue and W. 21st Street, and removing sidewalk and curb and constructing paving and curb returns into the entrances to the two (2) East-West alleys herein required to be dedicated, similar to the paving and curbing in S. Desplaines Street between S. Canalport Avenue and W. 21st Street. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Streets and Sanitation after such investigation as is requisite.

SECTION 3. This ordinance shall take effect and be in force from and after its passage subject to the conditions of Section Two (2) hereof, provided that the said Joanna Western Mills Company, Charles E. and Janice E. Wendnagel and Frederick W. and June M. Wendnagel shall within six (6) months after the passage of this ordinance file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with a plat properly executed and acknowledged showing the vacations and dedications herein provided for.

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## Board of Local Improvements Requested to Institute Special-Assessment Proceedings for Paving of Certain Alleys.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass the following proposed order transmitted therewith (as a substitute for proposed orders referred to the committee on October 29, 1969):

*Ordered,* That the Board of Local Improvements is hereby requested to institute the necessary proceedings for the paving with concrete, by special assessment, of the roadways of the following described alleys:

Alley in the block bounded by W. 36th Place, W. 36th Street, S. Rockwell Street and S. Washtenaw Avenue;

Alley in the block bounded by W. 45th Street, W. 46th Street, S. Kedzie Avenue and S. Sawyer Avenue;

First north-south alley east of S. Millard Avenue from W. 53rd Street to W. 54th Street.

On motion of Alderman Sain the foregoing substitute proposed order was *Passed.*

### Ordinance Passed for Construction of Sidewalk in Certain System of Streets.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, recommended by the Board of Local Improvements (which was referred to the committee on October 29, 1969) for the construction of a concrete sidewalk six feet in width and one foot from the lot line towards the curb line in a system of streets as follows:

South side of W. 83rd Place from the east curb line of S. Washtenaw Avenue to a point approximately eighty feet east of the east curb line of S. Washtenaw Avenue;
North side of W. 85th Place from the west curb line of S. Washtenaw Avenue to a point approximately three hundred seventy-five feet west of the west curb line of S. Washtenaw Avenue;
North side of W. Seipp Street beginning at a point approximately one hundred feet east of the east curb line of S. Washtenaw Avenue to a point approximately three hundred seventy-five feet east of the east curb line of S. Washtenaw Avenue;

South side of W. Seipp Street beginning at the east curb line of S. Washtenaw Avenue to a point approximately three hundred seventy-five feet east of the east curb line of S. Washtenaw Avenue;

North side of W. 86th Street beginning at a point approximately one hundred thirty feet east of the east curb line of S. Washtenaw Avenue to a point approximately three hundred seventy-five feet east of the east curb line of S. Washtenaw Avenue;

South side of W. 86th Street beginning at a point approximately one hundred fifty feet east of the east curb line of S. Washtenaw Avenue to a point approximately two hundred sixty feet east of the east curb line of S. Washtenaw Avenue;

North side of W. 87th Street beginning at a point approximately two hundred fifty feet west of the west curb line of S. Washtenaw Avenue to a point approximately three hundred seventy feet west of the west curb line of S. Washtenaw Avenue;

East side of S. Rockwell Street from the west lot line of Lot 9 to the west lot line of Lot 20 in Cul-de-sac;

West side of S. Rockwell Street from west lot line of Lot 37 to west lot line of Lot 36 in Cul-de-sac;

East side of S. Washtenaw Avenue from the south curb line of W. 83rd Place to the north curb line of W. 87th Street; various locations;

West side of S. Washtenaw Avenue beginning at a point approximately one hundred feet south of the south curb line of W. 84th Place to a point approximately one hundred sixty feet south of the south curb line of W. 84th Place; beginning again at a point approximately one hundred twenty feet south of the south curb line of W. 85th Street to a point approximately one hundred thirty feet south of the south curb line of W. 85th Place;

On motion of Alderman Sain said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—47.

*Nays*—None.

### Ordinance Repealed for Construction of Sidewalk in Certain System of Streets.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, recommended by the Board of Local Improvements (which was referred to the committee on October 29, 1969) to *repeal* the ordinance passed by the City Council on November 15, 1966, as is noted on page 7495 of the Journal of the Proceedings of said date, for the construction of a concrete sidewalk six feet in width and one foot from the lot line towards the curb line in a system of streets as follows:

East side of S. Cicero Avenue beginning at a point approximately forty feet south of the south curb line of W. 60th Street to the north curb line of W. 62nd Street.

On motion of Alderman Sain said proposed *repealing* ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—47.

*Nays*—None.

### Ordinances Passed for Street and Alley Improvements by Special Assessment.

The Committee on Local Industries, Streets and Alleys, to which had been referred (on October 29, 1969) twenty-three proposed ordinances recommended by the Board of Local Improvements for street and alley improvements, submitted reports recommending that the City Council pass said proposed ordinances (transmitted therewith).

On separate motions made by Alderman Sain *each* of the said proposed ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—47.

*Nays*—None.

The following are descriptive summaries of the said twenty-three improvement ordinances as passed:

### *Alleys between W. School St., W. Belmont Av., N. Ozark Av. and N. Ozanam Av.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadways of the alleys between W. School Street, W. Belmont Avenue, N. Ozark Avenue and N. Ozanam Avenue.

### *Alleys between W. Diversey Pkwy., N. Clybourn Av. and N. Wolcott Av., Etc.—Sewers, Etc. and Grading, Paving and Improving.*

An ordinance for constructing tile pipe sewers with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadways of the alleys between W. Diversey Parkway, N. Clybourn Avenue and N. Wolcott Avenue; also that part of the north-south alley from a line parallel with and twelve feet north of the south line of W. Diversey Parkway to the south line of W. Diversey Parkway; also that part of the east-west alley first south of W. Diversey Parkway from a line parallel with and eighteen feet east of the west line of N. Wolcott Avenue to the west line of N. Wolcott Avenue.

### *Alleys between W. 32nd St., W. 33rd St., S. Normal Av. and S. Parnell Av.—Sewers, Etc. and Grading, Paving and Improving.*

An ordinance for constructing tile pipe sewers with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadways of the alleys between W. 32nd Street, W. 33rd Street, S. Normal Avenue and S. Parnell Avenue.

### *Alleys between W. 33rd St., W. 33rd Pl., S. Paulina St. and S. Wood St.—Sewers, Etc. and Grading, Paving and Improving.*

An ordinance for constructing tile pipe sewers with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadways of the alleys, between W. 33rd Street, W. 33rd Place, S. Paulina Street and S. Wood Street.

### *Alley between W. 49th St., W. 50th St., S. Kostner Av. and S. Kenneth Av.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadway of the alley between W. 49th Street, W. 50th Street, S. Kostner Avenue and S. Kenneth Avenue, produced north.

### *Alley between W. 51st St., W. 52nd St., S. Rutherford Av. and S. Oak Park Av.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadway of the alley between W. 51st Street, W. 52nd Street, S. Rutherford Avenue and S. Oak Park Avenue.

### *Alley between W. 53rd St., W. 54th St., S. Neenah Av. and S. Nashville Av.—Grading, Paving and Improving.*

An ordinance for grading, paving and otherwise improving the roadway of the alley between W. 53rd Street, W. 54th Street, S. Neenah Avenue and S. Nashville Avenue.

### *Alleys between W. Archer Av., W. 56th St. S. Oak Park Av. and S. Newcastle Av.—Grading, Paving and Improving.*

An ordinance for grading, paving and otherwise improving the roadways of the alleys between W. Archer Avenue, W. 56th Street, S. Oak Park Avenue and S. Newcastle Avenue.

### *Alleys between W. Archer Av., W. 56th St., S. Newcastle Av. and S. New England Av.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete catchbasins complete, and for grading, paving and otherwise improving the roadways of the alleys between W. Archer Avenue, W. 56th Street, S. Newcastle Avenue and S. New England Avenue.

### *Alley between W. 56th St., W. 57th St., S. Rutherford Av. and S. Oak Park Av.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadway of the alley between W. 56th Street, W. 57th Street, S. Rutherford Avenue and S. Oak Park Avenue.

### *Alley between W. 57th St., W. 58th St., S. Monitor Av. and S. Mayfield Av.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadway of the alley between W. 57th Street, W. 58th Street, S. Monitor Avenue and S. Mayfield Avenue.

### *Alley between W. 57th St., W. 58th St., S. New England Av. and S. Newland Av., Etc.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadway of the alley between W. 57th Street, W. 58th Street, S. New England Avenue and S. Newland Avenue; also that part of the north-south alley from a line parallel with and eighteen feet south of the north line of W. 58th Street to the north line of W. 58th Street; also that part of the north-south alley from a line parallel with and eighteen feet north of the south line of W. 57th Street to the south line of W. 57th Street.

*Alleys between W. 58th St., W. 59th St., S. Massasoit Av. and S. Menard Av.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catch-basins complete, and for grading, paving and otherwise improving the roadways of the alleys between W. 58th Street, W. 59th Street, S. Massasoit Avenue and S. Menard Avenue.

*Alley between W. 64th Pl., W. 65th St., S. Lawndale Av. and S. Hamlin Av.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catch-basins complete, and for grading, paving and otherwise improving the roadway of the alley between W. 64th Place, W. 65th Street, S. Lawndale Avenue and S. Hamlin Avenue.

*Alley between W. 75th St., W. 76th St., S. Parnell Av. and C.W.I.RR., Etc.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catch-basins complete, and for grading, paving and otherwise improving the roadway of the alley between W. 75th Street, W. 76th Street, S. Parnell Avenue and C.W.I.RR.; also that part of the north-south alley from a line parallel with and twelve feet south of the north line of W. 76th Street to the north line of W. 76th Street.

*Alleys between W. 77th St., S. Throop St. and S. Ada St., Etc.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catch-basins complete, and for grading, paving and otherwise improving the roadways of the alleys bounded by the north line of Lot 1, produced east, in Hyland's Subdivision of the West 187½ feet of Block 24 and Jones' Subdivision of the West half of Section 29-38-14 (except certain tracts conveyed) between W. 77th Street, S. Throop Street and S. Ada Street; also that part of the north-south alley from a line parallel with and eighteen feet south of the north line of W. 77th Street to the north line of W. 77th Street.

*Alley between E. 88th St., E. 89th St., S. Wabash Av. and S. State St.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catch-basins complete, and for grading, paving and otherwise improving the roadway of the alley between E. 88th Street, E. 89th Street, S. Wabash Avenue and S. State Street.

*Alleys between W. 95th St., W. 96th St., S. La Salle St. and S. Wentworth Av., Etc.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catch-basins complete, and for grading, paving and otherwise improving the roadways of the alleys between W. 95th Street, W. 96th Street, S. La Salle Street and S. Wentworth Avenue; also that part of the east-west alley from a line parallel with and eighteen feet west of the east line of S. Wentworth Avenue to the east line of S. Wentworth Avenue.

*Alley between W. 96th St., W. 97th St., S. Calumet Av. and S. Forest Av.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catch-basins complete, and for grading, paving and otherwise improving the roadway of the alley between W. 96th Street, W. 97th Street, S. Calumet Avenue and S. Forest Avenue.

*Alley between W. 100th, W. 101st, S. Sangamon and S. Morgan Sts.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catch-basins complete, and for grading, paving and otherwise improving the roadway of the alley between W. 100th, W. 101st, S. Sangamon and S. Morgan Streets.

*Improvement of N. Nashville Av.*

An ordinance for grading, paving and improving N. Nashville Avenue from the existing pavement twenty-two feet south of the south line of W. Gregory Street to a line parallel with and ten feet south of the northerly line of W. Higgins Avenue.

*Improvement of S. Parnell Av.*

An ordinance for grading, paving and improving S. Parnell Avenue from a line parallel with and thirty feet north of the south line of W. 86th Street to a line parallel with and fifteen feet south of the north line of W. 87th Street.

*Improvement of W. 108th Pl. System.*

An ordinance for grading, paving and improving the following system of streets:

W. 108TH PLACE SYSTEM:

| | |
|---|---|
| W. 108TH PLACE | from the west line of S. Racine Avenue to the east line of S. Loomis Street excepting therefrom the intersection of S. Throop Street and W. 108th Place; |
| W. 107TH PLACE | from the westerly right-of-way line of the P.C.C. & St. L. R.R. to a line parallel with and sixteen feet east of the east line of S. Throop Street to the south; |
| W. 109TH STREET | from the west line of S. Racine Avenue to the east line of S. Loomis Street excepting therefrom the intersection of S. Throop Street and W. 109th Street; |

| | |
|---|---|
| S. Racine Avenue | a thirty foot roadway from the south line of W. 107th Place to a line parallel with and one hundred forty-nine and five-tenths feet north of the north line of W. 108th Street; and a seventeen foot roadway in the west one-half from a line parallel with and one hundred forty-nine and five-tenths feet north of the north line of W. 108th Street to a line parallel with and thirty-three feet south of the north line of W. 109th Place, excepting therefrom the intersection of W. 108th Street and S. Racine Avenue. |

## Provision Made for Closing of Part of N. Cleaver St. to Vehicular Traffic, for Opening of Part Thereof for Public Street Purposes and for Additional Right of Way for Turn-Around Purposes.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass a proposed ordinance (which was drafted and submitted in compliance with an order passed on May 14, 1969, page 5541) providing, respectively, for closing part of N. Cleaver Street to vehicular traffic and providing for opening part of property westerly of and adjoining for pedestrian use only; also a resolution for opening 24 feet of additional right of way for turn-around purposes on the west side of N. Cleaver Street between a line approximately 195 feet south of W. Division Street.

On motion of Alderman Sain said proposed ordinance and resolution was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—47.

*Nays*—None.

The following is said ordinance as passed:

Whereas, Urban Renewal Plan for Redevelopment Project Noble-Division which, among other things, provides for closing N. Cleaver Street to vehicular traffic between a line approximately Two Hundred Sixty-five (265) feet South of W. Division Street and the Northeasterly line of the Northwesterly-Southeasterly public alley Northeasterly of N. Milwaukee Avenue; and

Whereas, The above referred to part of street to be closed will be landscaped and developed by the City of Chicago as part of an over-all complex designed with a scale and atmosphere appropriately urban and conducive to community activity; and

Whereas, The City of Chicago and The Catholic Bishop of Chicago are the owners of the property adjoining the part of street proposed to be closed and The Catholic Bishop of Chicago has consented to said closing; and

Whereas, The City of Chicago being the owner of the land Westerly of and adjoining the part of said street proposed to be closed to vehicular traffic, desires to open and develop part of said land for pedestrian use only as a part of the above referred to improvement; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

Section 1. That all that part of N. Cleaver Street lying South of a line approximately Two Hundred Sixty-five (265) feet South of the South line of W. Division Street, as measured along the West line of N. Cleaver Street, said described line being identical with a line Seventy (70) feet South of and parallel with the North line of Lot Forty (40) extended East, in Block Two (2) of Chatfield's Addition to Chicago, being a Subdivision of Blocks Sixteen (16) and Seventeen (17) in Canal Trustees' Subdivision of the West Half (W.½) of Section Five (5), Township Thirty-nine (39) North, Range Fourteen (14) East of the Third Principal Meridian, except the Southeast Quarter (S.E.¼) of the Northwest Quarter (N.W.¼) and the Northeast Quarter (N.E.¼) of the Southwest Quarter (S.W.¼), and lying Northerly of the extension of the Northeasterly line of the Northwesterly-Southeasterly Twenty (20) foot public alley Northeasterly of N. Milwaukee Avenue, as colored in blue and indicated by the words "To Be Closed To Vehicular Traffic" on the plat hereto attached, which plat for greater certainty is hereby made a part of this ordinance, be and the same is hereby closed to vehicular traffic.

Section 2. This ordinance also provides that the following described city-owned property shall be opened as a public way and landscaped and improved for pedestrian use only: All that part of the East Twenty-four (24) feet of Lot Forty-two (42) lying South of a line Seventy (70) feet South of and parallel with the North line of Lot Forty (40) in Block Two (2) of Chatfield's Addition to Chicago aforementioned, as colored in green and indicated by the words "To Be Opened As A Public Way For Pedestrian Use Only" on the aforementioned plat; be and the same is hereby opened as a public way for pedestrian use only.

Section 3. The City of Chicago (Department of Urban Renewal) shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance.

Section 4. This ordinance shall take effect and be in full force and effect from and after its passage, subject however, to the provision of Section Three (3) hereof.

The following is said resolution as passed with the foregoing ordinance:

Whereas, Urban Renewal Plan for Redevelopment Project Noble-Division provides, among other things, for opening 24 feet of additional right of way for turn-around purposes on the West side of N. Cleaver Street between a line approximately 195 feet South of W. Division Street and a line 70 feet South of and parallel with said line; and

Whereas, The City of Chicago is the owner of all of the property involved; now, therefore,

*Be It Resolved by the City Council of the City of Chicago:*

That the following described property shall be opened for public street purposes as a part of N. Cleaver Street:

The East Twenty-four (24) feet of Lots Forty (40), Forty-one (41) and Forty-two (42) taken as a tract lying North of a line Seventy (70) feet South of and parallel with the North line of said Lot Forty (40), in Block Two (2) of Chatfield's Addition to Chicago, being a Subdivision of Blocks Sixteen (16) and Seventeen (17) in Canal Trustees' Subdivision of the West Half (W.½) of Section Five (5), Township Thirty-nine (39) North, Range Fourteen (14) East of the Third Principal Meridian, except the Southeast Quarter (S.E.¼) of the Northwest Quarter (N.W.¼) and the Northeast Quarter (N.E.¼) of the Southwest Quarter (S.W.¼).

*Be It Further Resolved:*

That the City of Chicago (Department of Urban Renewal) shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this resolution.

### Conveyance of Property Accepted for Opening of Part of W. 45th St. for Public Street Purposes.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (which was referred to the committee on October 8, 1969):

WHEREAS, It is desired to open the North 33 feet of W. 45th Street between the East line of S. Ashland Avenue as widened and a line 125 feet East of and parallel thereto; and

WHEREAS, The accompanying deed provides for said opening; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the accompanying deed from King Auto Wash, Inc. to the City of Chicago, providing for the opening of part of W. 45th Street, be accepted by the City of Chicago for public street purposes:

Beginning at the intersection of the East line of S. Ashland Avenue as widened and the South line of the Northwest Quarter (N.W.¼) of the Southwest Quarter (S.W.¼) of Section Five (5), Township Thirty-eight (38) North, Range Fourteen (14) East of the Third Principal Meridian; thence North along the East line of S. Ashland Avenue as widened a distance of Thirty-three (33) feet; thence East on a line parallel to the South line of said Northwest Quarter (N.W.¼) of the Southwest Quarter (S.W.¼), a distance of One Hundred Twenty-five (125) feet; thence South on a line parallel to the East line of S. Ashland Avenue as widened a distance of Thirty-three (33) feet to the South line of said Northwest Quarter (N.W.¼) of the Southwest Quarter (S.W.¼); thence West on said South line a distance of One Hundred Twenty-five (125) feet to the place of beginning, in Cook County, Illinois.

SECTION 2. The City Comptroller is hereby authorized and directed to file for record in the Office of the Recorder of Deeds of Cook County, Illinois, the accompanying deed.

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

On motion of Alderman Sain the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—47.

*Nays*—None.

### *Failed to Pass*—PROPOSED ORDINANCE TO AMEND CHAPTER 33, SECTION 23 OF MUNICIPAL CODE OF CHICAGO TO PRESCRIBE NEW REGULATIONS GOVERNING SIDEWALK REPAIRS.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council *do not pass* a proposed ordinance transmitted therewith (which was referred to the committee on October 8, 1969) for amendment of Chapter 33, Section 23 of the Municipal Code of Chicago to prescribe new regulations governing sidewalk repairs.

Alderman Sain moved to *Concur* in the committee's recommendation. The question thereupon became: *"Shall the proposed ordinance Pass, the recommendation of the committee to the contrary notwithstanding?"*; and the question being put, said proposed ordinance *Failed to Pass,* by yeas and nays as follows: *Yeas*—None; *Nays*—47.

## COMMITTEE ON LOCAL TRANSPORTATION.

### Taxicab Stands Established on Certain Streets.

The Committee on Local Transportation, to which had been referred (on October 29, 1969) four proposed ordinances for establishment of taxicab stands, submitted a report recommending that the City Council pass said proposed ordinances (transmitted therewith).

On separate motions made by Alderman Marzullo *each* of the said proposed ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—47.

*Nays*—None.

Said ordinances as passed read respectively as follows (the Italic heading in each case not being a part of the ordinance):

*Taxicab Stand No. 457.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 27-412 of the Municipal Code of Chicago there is hereby established a taxicab stand, to be known by the designated number, for the number of vehicles stated at the following location:

| | |
|---|---|
| Stand No. 457 | On W. Wacker Drive, along the south curb, from a point 96 feet west of the west building line of N. Dearborn St. to a point 40 feet west thereof—2 vehicles. |

SECTION 2. It shall be unlawful for the operator of any vehicle other than a taxicab to stand or park such vehicle in the space occupied by said taxicab stand, except that the operator of any passenger vehicle may stop temporarily in such space for the purpose of and while actually engaged in the loading or unloading of passengers as provided by Section 27-326 of the Municipal Code of Chicago.

SECTION 3. Any person violating the provisions of this ordinance shall be subject to the penalty provided for in Section 27-363 of the Municipal Code of Chicago, which provides that "every person convicted of a violation of any of the provisions of this chapter for which no penalty is specifically provided shall be punished by a fine of not more than two hundred dollars for each offense".

SECTION 4. This ordinance shall be in full force and effect from and after its passage and due publication.

### *Taxicab Stand No. 458.*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. Pursuant to Section 27-412 of the Municipal Code of Chicago there is hereby established a taxicab stand, to be known by the designated number, for the number of vehicles stated at the following location:

| | |
|---|---|
| Stand No. 458 | On W. Polk Street, along the north curb, from a point 20 feet east of the east lot line of S. Halsted Street, to a point 80 feet east thereof—4 vehicles. |

SECTION 2. It shall be unlawful for the operator of any vehicle other than a taxicab to stand or park such vehicle in the space occupied by said taxicab stand, except that the operator of any passenger vehicle may stop temporarily in such space for the purpose of and while actually engaged in the loading or unloading of passengers as provided by Section 27-326 of the Municipal Code of Chicago.

SECTION 3. Any person violating the provisions of this ordinance shall be subject to the penalty provided for in Section 27-363 of the Municipal Code of Chicago, which provides that "every person convicted of a violation of any of the provisions of this chapter for which no penalty is specifically provided shall be punished by a fine of not more than two hundred dollars for each offense".

SECTION 4. This ordinance shall be in full force and effect from and after its passage and due publication.

### *Taxicab Stand No. 459.*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. Pursuant to Section 27-412 of the Municipal Code of Chicago there is hereby established a taxicab stand, to be known by the designated number, for the number of vehicles stated at the following locations:

| | |
|---|---|
| Stand No. 459 | On S. South Chicago Avenue, along the east curb, from the north building line of the premises known as No. 6717 S. South Chicago Avenue, to a point 18 feet south thereof, and resuming at a point 10 feet south of the south line of the driveway of the premises known as No. 6717 S. South Chicago Avenue, extending 20 feet south thereof—2 vehicles. |

SECTION 2. It shall be unlawful for the operator of any vehicle other than a taxicab to stand or park such vehicle in the space occupied by said taxicab stand, except that the operator of any passenger vehicle may stop temporarily in such space for the purpose of and while actually engaged in the loading or unloading of passengers as provided by Section 27-326 of the Municipal Code of Chicago.

SECTION 3. Any person violating the provisions of this ordinance shall be subject to the penalty provided for in Section 27-363 of the Municipal Code of Chicago, which provides that "every person convicted of a violation of any of the provisions of this chapter for which no penalty is specifically provided shall be punished by a fine of not more than two hundred dollars for each offense".

SECTION 4. This ordinance shall be in full force and effect from and after its passage and due publication.

### *Taxicab Stand No. 460.*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. Pursuant to Section 27-412 of the Municipal Code of Chicago there is hereby established a taxicab stand, to be known by the designated number, for the number of vehicles stated at the following location:

| | |
|---|---|
| Stand No. 460 | On S. South Chicago Avenue, along the west curb, from a point 105 feet south of the south lot line of east 67th Street to a point 80 feet south thereof—4 vehicles. |

SECTION 2. It shall be unlawful for the operator of any vehicle other than a taxicab to stand or park such vehicle in the space occupied by said taxicab stand, except that the operator of any passenger vehicle may stop temporarily in such space for the purpose of and while actually engaged in the loading or unloading of passengers as provided by Section 27-326 of the Municipal Code of Chicago.

SECTION 3. Any person violating the provisions of this ordinance shall be subject to the penalty provided for in Section 27-363 of the Municipal Code of Chicago, which provides that "every person convicted of a violation of any of the provisions of this chapter for which no penalty is specifically provided shall be punished by a fine of not more than two hundred dollars for each offense".

SECTION 4. This ordinance shall be in full force and effect from and after its passage and due publication.

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## COMMITTEE ON PLANNING AND HOUSING.

### *Action Deferred*—ON PROPOSED ORDINANCE FOR APPROVAL OF AMENDMENT NO. 2 TO URBAN RENEWAL PLAN FOR URBAN RENEWAL PROJECT NEAR WEST SIDE.

The Committee on Planning and Housing submitted the following report, which was, at the request of two aldermen present (Alderman Simon and Alderman Singer) *Deferred* and ordered published:

CHICAGO, November 13, 1969.

*To the President and Members of the City Council:*

Your Committee on Planning and Housing, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Richard J. Daley, Mayor (referred on September 5, 1969) to approve Amendment No. 2 to the Urban Renewal Plan for Urban Renewal Project Near West Side, attached to and made a part of the ordinance, as approved by the Near West Side Conservation Community Council and by the Department of Urban Renewal by Resolution No. 69-DUR-81, adopted on August 19, 1967, a certified copy of which is attached to the ordinance, begs leave to recommend that Your Honorable Body pass the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 9 members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS F. FITZPATRICK,
*Chairman.*

The proposed ordinance transmitted with the foregoing committee report reads as follows:

ORDINANCE

To Approve Amendment No. 2 to Urban Renewal Plan for Urban Renewal Project Near West Side.

*Whereas,* The Near West Side Conservation Community Council by Resolution adopted June 26, 1969, and the Department of Urban Renewal, by Resolution adopted August 19, 1969, approved Plan Amendment No. 2 to said Plan, which Amendment is attached hereto, and incorporated in this ordinance; and

*Whereas,* Section 91.121 of the Urban Renewal Consolidation Act of 1961 (Illinois Revised Statutes, Chapter 67-1/2), provides that a Department created pursuant to said Act, shall submit the same to the governing body of the municipality in which the area is located, for its approval; and

*Whereas,* The City Council has reviewed the foregoing documents, and it is the sense of the City Council that said Plan Amendment No. 2, together with the Plan, as amended, constitutes a conservation plan within the meaning of the Urban Renewal Consolidation Act of 1961, and that the Plan, as amended, is in accord with modern principles of urban planning and with the recommendations of the Chicago Plan Commission for the area covered thereby; and the City Council desires to evidence its approval of the Plan, as amended; and

*Whereas,* It is recognized that said Plan, as amended, contemplates certain future action on behalf of the City of Chicago, to wit: The vacation of certain streets and consent to the location and relocation of municipal utilities in accordance with said amended Plan; approval and acceptance of a subdivision or resubdivision plan or plats; enactment of ordinances re-zoning portions of the area in accordance with said amended Plan; and certain other acts and undertakings which shall result in no expense to the City of Chicago, all in accordance with said Plan, as amended by Plan Amendment No. Two; and

*Whereas,* Under the provisions of Title I of the Housing Act of 1949 (Public Law 171, 81st Congress, approved July 15, 1969), as amended, the Department of Housing and Urban Development is authorized to provide federal financial assistance to local public agencies for the undertaking and carrying out of urban renewal projects; and

*Whereas,* It is provided in such Act that contracts for financial aid thereunder shall require that an urban renewal plan for the respective project area be approved by the governing body of the locality in which the Project is situated and that such approval include findings by the governing body that (1) the financial aid to be provided in the contract is necessary to enable the project to be undertaken in accordance with the urban renewal plan; (2) the urban renewal plan, as amended, will afford maximum opportunity consistent with the sound needs of the locality as a whole, for the rehabilitation of such area by private enterprise; (3) the urban renewal plan, as amended, conforms to a general plan for the development of the locality as a whole; and (4) the urban renewal plan, as amended, gives due consideration to the provision of adequate park and recreational areas and facilities, as may be desirable for neighborhood improvements, with special consideration for the health, safety and welfare of children residing in the general vicinity of the site covered by the plan; and

*Whereas,* The City of Chicago has applied for financial assistance under such Act and has entered into a contract with the United States of America making available federal financial assistance for the Project; and

*Whereas,* A general plan has been prepared and is recognized and used as a guide for the general development of the City of Chicago as a whole; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

*Section 1.* That the urban renewal plan, as amended, for the Near West Side Urban Renewal Project, dated August 1, 1969, having been duly reviewed and considered, is hereby approved.

*Section 2.* That it is hereby found and determined that financial aid to be provided pursuant to the contract for federal financial assistance for Near West Side Urban Renewal Project is necessary to enable the Project to be undertaken in accordance with the amended Plan for the Project.

*Section 3.* That it is hereby found and determined that the above mentioned amended Plan will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the urban renewal of such area by private enterprise.

*Section 4.* That it is hereby found and determined that the amended Plan for Urban Renewal Project Near West Side conforms to the general plan of the City of Chicago.

*Section 5.* That in order to implement and facilitate the effectuation of the Plan, as amended, and hereby approved, it is found and determined that certain official action must be taken by this body with reference, among other things, to changes in zoning, the vacating and removal of streets and alleys, the location and relocation of sewer and water mains and other public facilities, and other public action, and, accordingly, this body does hereby: (a) pledge its cooperation in helping to carry out such Plan, as amended; (b) request the various officials, department, boards and agencies of the City having administrative responsibilities in the premises likewise to cooperate to such end and to exercise their respective functions and powers in a manner consistent with said amended Plan; and (c) stand ready to consider and take appropriate action upon proposals and measures designed to effectuate the amended Plan.

*Section 6.* That it is hereby found and determined that such Plan, as amended, gives due consideration to the provision of adequate park and recreational facilities, as may be desirable for neighborhood improvements, with special consideration for the health, safety, and welfare of children residing in the general vicinity of the site covered by the Plan.

*Section 7.* This ordinance shall be effective upon its passage and approval.

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### *Action Deferred*—ON PROPOSED ORDINANCE FOR APPROVAL OF ADDENDUM TO LINCOLN PARK GENERAL NEIGHBORHOOD RENEWAL PLAN.

The Committee on Planning and Housing submitted the following report, which was, at the request of two aldermen present (Alderman Simon and Alderman Singer) *Deferred* and ordered published:

CHICAGO, November 13, 1969.

***To the President and Members of the City Council:***

Your Committee on Planning and Housing, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Richard J. Daley, Mayor (referred to Your Committee on October 29, 1969) to approve Addendum to the General Neighborhood Renewal Plan for Lincoln Park, as approved by the Lincoln Park Conservation Community Council by Resolution adopted on September 11, 1969, and by the Department of Urban Renewal by Resolution No. 69-DUR-129, adopted on October 21, 1969, a certified copy of which is attached to the ordinance, begs leave to recommend that Your Honorable Body pass the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 9 members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS F. FITZPATRICK,
*Chairman.*

The proposed ordinance transmitted with the foregoing committee report reads as follows:

ORDINANCE

To Approve Addendum to General Neighborhood Renewal Plan for Lincoln Park.

*Whereas,* The Lincoln Park Conservation Community Council, the former Community Conservation Board of the City of Chicago, the Department of Urban Renewal, successor to the Community Conservation Board, and the City Council of the City of Chicago, have heretofore approved a Plan designated as the Lincoln Park General Neighborhood Renewal Plan; and

*Whereas,* The Department of Urban Renewal has recommended an Addendum to said Plan which clarifies and details sundry general provisions of the same; and

*Whereas,* The Lincoln Park Conservation Community Council duly reviewed said Addendum and, by Resolution adopted at a public meeting on September 11, 1969, duly approved the same; and

*Whereas,* The Department of Urban Renewal, at a public meeting on October 21, 1969, by Resolution No. 69-DUR-129, duly approved said Addendum, which Resolution and Addendum entitled "Addendum to the Lincoln Park General Neighborhood Renewal Plan" is attached thereto; and

*Whereas,* The Chicago Plan Commission has reviewed and approved said Addendum; and

*Whereas,* The City Council of the City of Chicago has reviewed said Addendum and finds that the proposed changes are in accord with modern principles of the Urban Renewal Plan, and that the Plan, as supplemented, constitutes a general Neighborhood Renewal Plan within the meaning of the Urban Renewal Consolidation Act of 1961; now, therefore,

Be It Ordained by the City Council of the City of Chicago that:

*Section 1.* The Addendum entitled "Addendum to the Lincoln Park General Neighborhood Renewal Plan" having been duly reviewed and considered, is hereby approved.

*Section 2.* This ordinance shall be effective upon its passage and approval.

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### *Action Deferred*—ON PROPOSED ORDINANCE FOR APPROVAL OF PROPOSED SALE BY DEPARTMENT OF URBAN RENEWAL OF CERTAIN LAND IN URBAN RENEWAL PROJECT SOUTHEAST ENGLEWOOD.

The Committee on Planning and Housing submitted the following report, which was, at the request of two aldermen present (Alderman Simon and Alderman Singer) *Deferred* and ordered published:

CHICAGO, November 13, 1969.

***To the President and Members of the City Council:***

Your Committee on Planning and Housing, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Richard J. Daley, Mayor (referred to Your Committee on October 29, 1969) to approve the proposed sale by the Department of Urban Renewal of certain land in Urban Renewal Project Southeast Englewood, as approved by the Department by Resolution No. 69-DUR-133, adopted on October 21, 1969, a certified copy of which is attached to the ordinance, begs leave to recommend that Your Honorable Body pass the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 9 members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS F. FITZPATRICK,
*Chairman.*

The proposed ordinance transmitted with the foregoing committee report reads as follows:

### ORDINANCE

To Approve Sale of Certain Land in Urban Renewal Project Southeast Englewood.

*Whereas,* The Urban Renewal Plan for Urban Renewal Project Southeast Englewood, and the Land Disposition Plan for said Project heretofore have been approved by the Department of Urban Renewal and by the City Council of the City of Chicago; and

*Whereas,* The Department of Urban Renewal has proceeded in accordance with said Land Disposition Plan to offer for sale land in the Project for private redevelopment, in accordance with said Urban Renewal Plan; and

*Whereas,* The Department proposes to accept an offer to purchase a certain parcel of land, as shown on the map prepared by the Department, entitled "Land Disposition Plan for Urban Renewal Project Southeast Englewood" and as set forth in Resolution No. 69-DUR-133, adopted by the Department on October 21, 1969, and further has submitted herewith the said proposed sale to the City Council of the City of Chicago for its approval; and

*Whereas,* Section 26 of the Urban Renewal Consolidation Act of 1961 provides that the sale of any real property by a Department of Urban Renewal where required to be for a monetary consideration, except public sales as provided in Section 18, shall be subject to the approval of the governing body of the municipality in which the real property is located; and

*Whereas,* The City Council has considered the said Resolution and the proposed sale of said parcel of land as provided therein, and it is the sense of the City Council that the sale is satisfactory and should be approved; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

*Section 1.* That the sale proposed by the Department of Urban Renewal of a parcel of land in Urban Renewal Project Southeast Englewood is hereby approved as follows:

| *Purchaser* | *Parcel* | *Sq. Ft. Area* | *Sq. Ft. Price* | *Total* |
|---|---|---|---|---|
| Southeast Englewood Associates | LR-42 | 8,755.18 | $0.60 | $5,253.11 |

provided said figure is subject to adjustment upon the actual survey and determination of the square footage of said parcel.

*Section 2.* This ordinance shall be effective upon its passage and approval.

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## *Action Deferred*—ON PROPOSED ORDINANCE FOR APPROVAL OF PROPOSED SALE BY DEPARTMENT OF URBAN RENEWAL OF CERTAIN LAND IN REDEVELOPMENT PROJECT 60TH-COTTAGE GROVE.

The Committee on Planning and Housing submitted the following report, which was, at the request of two aldermen present (Alderman Simon and Alderman Singer) *Deferred* and ordered published:

CHICAGO, November 13, 1969.

*To the President and Members of the City Council:*

Your Committee on Planning and Housing, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Richard J. Daley, Mayor (referred to Your Committee on October 29, 1969) to approve the proposed sale by the Department of Urban Renewal of certain land in Redevelopment Project 60th-Cottage Grove, as approved by the Department by Resolution No. 69-DUR-134, adopted on October 21, 1969, a certified copy of which is attached to the ordinance, begs leave to recommend that Your Honorable Body pass the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 9 members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS F. FITZPATRICK,
*Chairman.*

The proposed ordinance transmitted with the foregoing committee report reads as follows:

### ORDINANCE

To Approve Sale of Certain Land in Redevelopment Project 60th-Cottage Grove.

*Whereas,* The Redevelopment Plan for Project 60th-Cottage Grove and the Land Disposition Plan for said Project heretofore have been approved by the Department of Urban Renewal and by the City Council of the City of Chicago; and

*Whereas,* The Department of Urban Renewal has proceeded in accordance with said Land Disposition Plan to offer for sale land in the Project for redevelopment, in accordance with said Redevelopment Plan; and

*Whereas,* The Department proposes to accept an offer to purchase a certain parcel of land, as shown on the map prepared by the Department, entitled "Disposition Parcel Map for Redevelopment Project 60th-Cottage Grove" and as set forth in Resolution No. 69-DUR-134, adopted by the Department on October 21, 1969, and further has submitted herewith the said proposed sale to the City Council of the City of Chicago for its approval; and

*Whereas,* Section 26 of the Urban Renewal Consolidation Act of 1961 provides that the sale of any real property by a Department of Urban Renewal where required to be for a monetary consideration, except public sales as provided in Section 18, shall be subject to the approval of the governing body of the municipality in which the real property is located; and

*Whereas,* The City Council has considered the the said Resolution and the proposed sale of said parcel of land as provided therein, and it is the sense of the City Council that the sale is satisfactory and should be approved; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

*Section 1.* That the sale proposed by the Department of Urban Renewal of a parcel of land in Urban Renewal Project 60th-Cottage Grove is hereby approved as follows:

| *Purchaser* | *Parcel* | *Sq. Ft. Area* | *Sq. Ft. Price* | *Total* |
|---|---|---|---|---|
| Board of Education City of Chicago | 19-A | 23,044.4 | $.80 | $18,435.52 |

provided said figure is subject to adjustment upon the actual survey and determination of the square footage of said parcel.

*Section 2.* This ordinance shall be effective upon its passage and approval.

### *Action Deferred*—ON PROPOSED ORDINANCE FOR APPROVAL OF PROPOSED SALE BY DEPARTMENT OF URBAN RENEWAL OF CERTAIN LAND IN URBAN RENEWAL PROJECT LINCOLN PARK I (ILL. R-50).

The Committee on Planning and Housing submitted the following report, which was, at the request of two aldermen present (Alderman Simon and Alderman Singer) *Deferred* and ordered published:

CHICAGO, November 13, 1969.

***To the President and Members of the City Council:***

Your Committee on Planning and Housing, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Richard J. Daley, Mayor (referred to Your Committee on October 29, 1969) to approve the proposed sale by the Department of Urban Renewal of certain parcels of land in Urban Renewal Project Lincoln Park I (Ill. R-50), as approved by the Department by Resolution No. 68-DUR-96, adopted on June 18, 1968, a certified copy of which is attached to the ordinance, begs leave to recommend that Your Honorable Body pass the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 9 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) THOMAS F. FITZPATRICK,
*Chairman.*

The proposed ordinance transmitted with the foregoing committee report reads as follows:

To Approve Sale of Certain Parcels of Land in Urban Renewal Project Lincoln Park I (Ill. R-50)

*Whereas,* The City Council heretofore approved an Urban Renewal Plan for Project Lincoln Park I, and subsequently on November 15, 1966 approved a Land Disposition Plan for said project; and

*Whereas,* In accordance with said Land Disposition Plan the Department of Urban Renewal duly advertised the parcels indicated below for sale for uses in accordance with the Urban Renewal Plan for said Project, and thereafter the Department received proposals for the redevelopment of said parcels; and

*Whereas,* The Department duly reviewed said proposals and the recommendations of its staff and by resolution dated June 18, 1968 numbered 68-DUR-96, approved the proposals of Stephen and Katherine Roman, Hildamary Evans Mueller, Robert E. Davis, Patricia A. Harris and Jean J. Rapien; and

*Whereas,* Section 26 of the Urban Renewal Consolidation Act of 1961 and the Land Disposition Plan for said Project require the approval of the City Council for all sales except public sales of real property not sold within five years as provided in Section 18; and

*Whereas,* The City Council has considered the proposals as listed below and it is the sense of the City Council that the proposals are satisfactory and in accordance with the criteria of the approved Urban Renewal Plan and Land Disposition Plan for said Project; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

*Section 1.* That the sale of parcels 39-OA, 39-OB, 39-OC, 39-OD, and 39-OE as identified on a Disposition Parcel Map for said project on file with the Department of Urban Renewal is approved as follows:

| *Purchaser* | *Parcel* | *Sq. Ft. Area* | *Sq. Ft. Price* | *Total* |
|---|---|---|---|---|
| Stephen & Katherine Roman | 39-OA | 484.2 | $1.50 | $726.30 |
| Hildamary Evans Mueller | 39-OB | 480.6 | 1.50 | 720.10 |
| Robert E. Davis | 39-OC | 480.6 | 1.50 | 720.10 |
| Patricia A. Harris | 39-OD | 480.6 | 1.50 | 720.10 |
| Jean J. Rapien | 39-OE | 473.6 | 1.50 | 710.40 |

provided said figures are subject to adjustment upon actual survey and determination of the square footage.

*Section 2.* That the Mayor is authorized to execute and the City Clerk to attest a contract and deed for the sale of said parcels in accordance with the above terms.

*Section 3.* This ordinance shall be effective upon its passage and approval.

# MATTERS PRESENTED BY THE ALDERMEN

**(Presented by Wards, in Order, Beginning with the Fiftieth Ward).**

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Claims.
4. Unclassified Matters (arranged in order according to Ward numbers).
5. Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection and Water Rate Exemptions, Etc.

*Proposed ordinances, orders and resolutions, described below, were presented by the aldermen named, as noted. Except where otherwise noted or indicated hereinbelow, unanimous consent was given to permit action by the City Council on each of said proposed ordinances, orders and resolutions without previous committee consideration, in accordance with the provisions of Council Rule 43.*

## 1. TRAFFIC REGULATIONS, TRAFFIC SIGNS, AND TRAFFIC-CONTROL DEVICES.

### *Referred*—PROPOSED ORDINANCE TO CHANGE AREA OF PARKING-METER ZONE AT SPECIFIED LOCATIONS.

Alderman Cullerton (for Alderman Fried, 42nd Ward) presented a proposed ordinance to change the area of a parking-meter zone (Project CSR-Area No. 108) at specified locations, which was *Referred to the Committee on Traffic and Public Safety,* as follows:

E. Elm Street (both sides) between a point east of N. State Street and N. Lake Shore Drive;

E. Cedar Street (both sides) between a point east of N. State Street and N. Lake Shore Drive;

E. Bellevue Place (both sides) between the first alley east of N. State Street and N. Lake Shore Drive.

### *Referred*—PROPOSED ORDER FOR SURVEY TO ESTABLISH PARKING-METERS ON PORTION OF E. 13TH STREET.

Alderman Roti (1st Ward) presented a proposed order for a survey to establish parking-meters on both sides of E. 13th Street between S. Indiana and S. Michigan Avenues; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—PROPOSED ORDINANCES TO PROHIBIT AT ALL TIMES PARKING OF VEHICLES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit at all times the parking of vehicles at the locations designated, for the distances specified, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Location and Distance* |
|---|---|
| Lupo (9th Ward) | E. 133rd Street (north side) between S. Prairie Avenue and S. Dr. Martin Luther King, Jr. Drive |
| Swinarski (12th Ward) | W. 38th Street (north side) between a point 35 feet east and a point 45 feet west of No. 2810 |
| Hines (18th Ward) | S. Bishop Street (west side) between W. 86th Street and a point 40 feet south thereof |
| | W. 87th Street (north side) between S. Winchester and S. Cicero Avenues |
| Fitzpatrick (19th Ward) | W. 87th Street (south side) between S. Winchester and S. Damen Avenues |
| | W. 103rd Street (both sides) between S. Malta Avenue and S. Charles Street |
| Jambrone (28th Ward) | W. Fulton Street (north side) between a point 125 feet west of N. Western Avenue and a point 75 feet west thereof |
| McMahon (30th Ward) | N. Kilbourn Avenue (west side) between W. Iowa and W. Walton Streets |
| Fifielski (45th Ward) | W. Belle Plaine Avenue (south side) between a point 110 feet east of N. Milwaukee Avenue and a point 50 feet east thereof. |

### *Referred*—PROPOSED ORDINANCE TO DISCONTINUE PROHIBITION AGAINST PARKING OF VEHICLES AT ALL TIMES ON PORTION OF E. 79TH ST.

Alderman Cousins (8th Ward) presented a proposed ordinance to discontinue the prohibition against the parking of vehicles at all times on the north side of E. 79th Street between S. Ingleside Avenue and the alley west thereof; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—PROPOSED ORDINANCE TO DISCONTINUE PROHIBITION AGAINST PARKING OF VEHICLES AT ALL TIMES ON PORTION OF S. PAULINA ST.

Alderman Marzullo (25th Ward) presented a proposed ordinance to discontinue the prohibition against the parking of vehicles at all times on S. Paulina

Street between W. 18th Place and the alley 100 feet north thereof; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—PROPOSED ORDER FOR SURVEY OF PARKING PROHIBITION AT ALL TIMES ON PORTION OF W. 78TH ST.

Alderman Staszcuk (13th Ward) presented a proposed order for a survey to prohibit the parking of vehicles at all times on one side of W. 78th Street between S. Springfield Avenue and S. Pulaski Road; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—PROPOSED ORDINANCES TO PROHIBIT PARKING OF VEHICLES DURING SPECIFIED HOURS AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit the parking of vehicles, during the hours designated, at the locations specified, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Location, Distance and Time* |
|---|---|
| Hines (18th Ward) | W. 83rd Street (north side) between S. Homan Avenue and a point 50 feet east thereof — 8:00 A.M. to 4:30 P.M. (except on Saturdays, Sundays and holidays) |
| Sperling (50th Ward) | W. Peterson Avenue (south side) between a point 80 feet east of N. Campbell Avenue and a point 30 feet east thereof — 8:00 A.M. to 6:00 P.M. (except on Saturdays, Sundays and holidays). |

### *Referred*—PROPOSED ORDINANCES TO DISCONTINUE PROHIBITION AGAINST PARKING OF VEHICLES DURING SPECIFIED HOURS ON PORTIONS OF CERTAIN STREETS.

Alderman Fitzpatrick (19th Ward) presented two proposed ordinances to discontinue the prohibition against the parking of vehicles during specified hours on S. Peoria Street (both sides) between W. 87th and W. 88th Streets; and on S. Sangamon Street (both sides) between W. 87th and W. 88th Streets; which were *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—PROPOSED ORDINANCES TO DISCONTINUE LIMITATION ON PARKING OF VEHICLES DURING SPECIFIED HOURS AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to discontinue the limitation on parking of vehicles during specified hours, at the locations specified, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Location and Distance* |
|---|---|
| Aiello (36th Ward) | N. Kildare Avenue (both sides) between W. Cortland Street and W. Bloomingdale Avenue |
| Casey (37th Ward) | W. Lake Street (both sides) between N. Central and N. Pine Avenues. |

### *Referred*—PROPOSED ORDINANCE TO EXTEND PERIOD OF PARKING LIMITATION OF VEHICLES ON PORTION OF S. WESTERN AV.

Alderman Fitzpatrick (19th Ward) presented a proposed ordinance to extend the period of parking limitation of vehicles during specified hours on the east side of S. Western Avenue between W. 103rd and W. 104th Streets from one hour to two hours; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—PROPOSED ORDINANCES TO ESTABLISH LOADING ZONES AT SUNDRY LOCATIONS.

The aldermen named below presented proposed ordinances to establish loading zones at the locations designated, for the distances specified and for limited periods where so indicated, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Location, Distance and Time* |
|---|---|
| Fitzpatrick (19th Ward) | S. Loomis Street, at No. 8932 |
| Marzullo (25th Ward) | W. Taylor Street, at Nos. 2540-2550. |

### *Referred*—PROPOSED ORDINANCES TO RESTRICT MOVEMENT OF VEHICULAR TRAFFIC TO SINGLE DIRECTIONS ON SPECIFIED PUBLIC WAYS.

The aldermen named below presented proposed ordinances to restrict the movement of vehicular traffic to the direction indicated in each case, on specified public ways, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Public Way, Distance and Direction* |
|---|---|
| Zydlo (26th Ward) | N. Leavitt Street between W. Chicago and W. Grand Avenues—southerly |
| | N. Hoyne Avenue between W. Grand and W. Chicago Avenues—northerly |
| | W. Ohio Street between N. Damen and N. Western Avenues—westerly |
| | W. Erie Street between N. Western and N. Damen Avenues—easterly |
| | W. Huron Street between N. Damen and N. Western Avenues—westerly |
| | W. Superior Street between N. Western and N. Hoyne Avenues—easterly |
| | W. Superior Street between N. Damen and N. Hoyne Avenues—westerly |
| Brandt (33rd Ward) | N. Milwaukee Avenue between N. Kimball and N. Spaulding Avenues—southeasterly |
| | N. Sawyer Avenue between N. Milwaukee and W. Wrightwood Avenues—northerly |
| | N. Milwaukee Avenue between N. Kedzie and N. Sawyer Avenues—northwesterly |
| | N. Spaulding Avenue between W. Wrightwood and N. Milwaukee Avenues—southerly |

| *Alderman* | *Public Way, Distance and Direction* |
|---|---|
| Cullerton (for Fried, 42nd Ward) | W. Maple Street between N. LaSalle and N. State Streets—easterly |
| | E. Cedar Street between N. State Street and N. Lake Shore Drive—easterly |
| | E. and W. Elm Street between N. Lake Shore Drive and N. LaSalle Street—westerly |
| | N. Dearborn Street between W. Walton and W. Elm Streets—northerly |
| | N. Clark Street between W. Elm and W. Walton Streets—southerly |
| Fifielski (45th Ward) | First north-south alley east of N. Central Avenue between W. Montrose Avenue and W. Agatite Avenue—northerly |
| Kerwin (46th Ward) | W. Hawthorne Place between N. Broadway and N. Lake Shore Drive—easterly. |

### *Referred*—Proposed Ordinance to Change Direction for Movement of Vehicular Traffic on Portion of W. Lee Pl.

Alderman Zydlo (26th Ward) presented a proposed ordinance to change the movement of vehicular traffic on W. Lee Place between N. Damen and N. Hoyne Avenues from westerly to easterly; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—Proposed Ordinance to Discontinue Restriction on Movement of Vehicular Traffic to Single Direction on Specified Public Way.

Alderman Fifielski (45th Ward) presented a proposed ordinance to discontinue the restriction of movement of vehicular traffic to a single direction in the first east-west alley north of W. Gunnison Street between N. Mason and N. Austin Avenues; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—Proposed Orders for Installations of Traffic Signs.

The aldermen named below presented proposed orders for installations of traffic signs, of the nature indicated and at the locations specified, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Location and Type of Sign* |
|---|---|
| Lupo (9th Ward) | E. 133rd Street, at No. 330 (playground area)—"Not A Driveway" |
| | E. 133rd Street, alongside No. 330 (school) — "Slow-Children" |
| Kuta (23rd Ward) | W. 52nd Street and S. Luna Avenue—"4-Way Stop" |
| | W. 52nd Street and S. Linder Avenue—"4-Way Stop" |
| Biggs (29th Ward) | S. Springfield and W. Gladys Avenues—"Stop". |

### *Referred*—Proposed Ordinance to Prohibit Left Turns for Vehicles at Specified Location.

Alderman Fifielski (45th Ward) presented a proposed ordinance to prohibit vehicles from making left turns from the south-bound lane on N. Austin Avenue into the first alley north of W. Gunnison Street; which was *Referred to the Committee on Traffic and Public Safety.*

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## 2. ZONING ORDINANCE AMENDMENTS.

### *Referred*—Proposed Ordinance to Amend Sections 9.3-1B and 9.4-1 of Chicago Zoning Ordinance.

Alderman Wigoda (49th Ward) presented a proposed ordinance to amend Sections 9.3-1B(28), 9.3-1B(29) and 9.4-1 of the Chicago Zoning Ordinance by deleting and adding certain language pertaining to riding academies and horse stables; which was *Referred to the Committee on Buildings and Zoning.*

### *Referred*—Proposed Ordinances to Reclassify Particular Areas.

Alderman Staszcuk (13th Ward) presented two proposed ordinances for amendment of the Chicago Zoning Ordinance, for the purpose of reclassifying particular areas, which were *Referred to the Committee on Buildings and Zoning,* as follows:

To classify as a C2-2 General Commercial District instead of an M1-1 Restricted Manufacturing District the area shown on Map No. 18-I bounded by

> W. Columbus Avenue; S. Western Avenue; the north line of the right of way of the Chicago & Western Indiana Belt Railroad; the alley next south of and parallel to W. Columbus Avenue; and the alley next west of and parallel to S. Western Avenue;

To classify as an R2 Single Family Residence District instead of an R3 General Residence District the area shown on Map No. 18-J bounded by

> the alley next south of and parallel to W. 71st Street; S. Kedzie Avenue; W. 73rd Street; and the alley next west of and parallel to S. Kedzie Avenue.

## 3. CLAIMS.

**Claims against the City of Chicago were presented by the aldermen designated below, respectively, for the claimants named, which were *Referred to the Committee on Finance,* as follows:**

| *Alderman* | *Claimant* | *Alderman* | *Claimant* |
|---|---|---|---|
| Lupo (9th Ward) | C. O. Beiderwieden | Sande (34th Ward) | Svithiod Singing Club (Mr. Henri Elmlund, Manager) |
| Zydlo (26th Ward) | J. White | Casey (37th Ward) | Frank J. Hanlon |
| Biggs (29th Ward) | Rev. Arthur Hackline | Kerwin (46th Ward) | Illinois Masonic Hospital. |
| Gabinski (32nd Ward) | John Bakalis,<br>Carole Bryda | | |

## 4. UNCLASSIFIED MATTERS

### (Arranged in Order According to Ward Numbers).

***Proposed ordinances, orders and resolutions were presented by the aldermen named below, respectively, and were acted upon by the City Council in each case in the manner noted, as follows:***

### Presented by
### ALDERMAN ROTI (1st Ward):

*Referred*—PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE IN PUBLIC WAY.

A proposed ordinance for a grant of permission and authority to Frank M. Whiston & Company to maintain and use an existing vault under the west portion of N. Holden Court south of the south curb line of E. Washington Street.—*Referred to the Committee on Local Industries, Streets and Alleys.*

### Presented by
### ALDERMAN RAYNER (6th Ward):

*Referred*—PROPOSED RESOLUTION TO MEMORIALIZE CONGRESS AND PRESIDENT TO CREATE DEPARTMENT OF PEACE.

A proposed resolution to memorialize the Congress and the President of the United States to create a Department of Peace, etc.

Two committees having been called (the Committee on Finance and the Committee on Health), said proposed resolution was *Referred to the Committee on Committees and Rules* in accordance with the provisions of Council Rule 44.

### Presented by
### ALDERMAN BOHLING (7th Ward) and ALDERMAN KERWIN (46th Ward):

*Referred*—PROPOSED ORDINANCE TO REDUCE MAXIMUM ALLOWABLE HEIGHTS OF III-B CONSTRUCTION TYPE BUILDINGS.

A proposed ordinance to amend Section (Table) 51-1.2 of the Municipal Code of Chicago by changing, under Construction Type III-B Buildings, the first line thereof reading:

| | | |
|---|---|---|
| A. Residential | Stories | 4 |
| | Feet | 55 |

to read in lieu thereof:

| | | |
|---|---|---|
| A. Residential | Stories | 3 |
| | Feet | 30 |

—*Referred to the Committee on Buildings and Zoning.*

### Presented by
### ALDERMAN SWINARSKI (12th Ward):

**Drafting of Ordinance for Vacation of Portion of Specified Street Directed.**

A proposed order reading as follows:

*Ordered,* That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of all that part of S. Claremont Avenue lying between S. Archer Avenue and the northwesterly terminus of said S. Claremont Avenue southeasterly of the right of way of the Gulf, Mobile and Ohio Railroad, for Anna Kasper and The Exchange National Bank of Chicago, Trustee, Trust No. 15667; said ordinance to be transmitted to the Committee on Local Industries, Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Swinarski said proposed order was *Passed.*

### Presented by
### ALDERMAN SHERIDAN (16th Ward):

**Building Declared Public Nuisance and Ordered Demolished.**

A proposed ordinance reading as follows:

WHEREAS, The building located at No. 5900 S. Ashland Avenue is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; therefore

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The building located at No. 5900 S. Ashland Avenue is declared a public nuisance, and the Commissioner of Buildings is authorized and directed to demolish the same.

SECTION 2. This ordinance shall be effective upon its passage.

On motion of Alderman Sheridan said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan,

Shannon, Hines, Fitzpatrick, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—47.

*Nays*—None.

### Presented by
### ALDERMAN MARZULLO (25th Ward):

#### Building Declared Public Nuisance and Ordered Demolished.

A proposed ordinance reading as follows:

WHEREAS, The building located at No. 2047 W. 18th Place is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; therefore

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The building located at No. 2047 W. 18th Place is declared a public nuisance, and the Commissioner of Buildings is authorized and directed to demolish the same.

SECTION 2. This ordinance shall be effective upon its passage.

On motion of Alderman Marzullo said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—47.

*Nays*—None.

### Presented by
### ALDERMAN ZYDLO (26th Ward):

#### Drafting of Ordinance for Vacation of Specified Alleys Directed.

A proposed order reading as follows:

*Ordered,* That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of all of the north-south 18-foot public alley and all of the east-west 12-foot public alley in the block bounded by W. Kinzie Street, W. Hubbard Street, N. Carpenter Street and N. Aberdeen Street, for Sherman-Reynolds, Inc., Donald T. Owens and the Chicago and North Western Railway Company; said ordinance to be transmitted to the Committee on Local Industries, Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Zydlo said proposed order was *Passed.*

### Presented by
### ALDERMAN BIGGS (29th Ward):

#### Buildings Declared Public Nuisances and Ordered Demolished.

A proposed ordinance reading as follows:

WHEREAS, The buildings at the following locations, to wit:

Southeast corner of W. 5th Avenue and S. Kedzie Avenue (garage),
No. 4108 W. Jackson Boulevard,
No. 3244 W. Lexington Street (garage in rear), and
No. 3841 W. Arthington Street,

are so deteriorated and weakened that each is structurally unsafe and a menace to life and property in its vicinity; therefore

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The buildings at the following locations, to wit:

Southeast corner of W. 5th Avenue and S. Kedzie Avenue (garage),
No. 4108 W. Jackson Boulevard,
No. 3244 W. Lexington Street (garage in rear), and
No. 3841 W. Arthington Street,

are declared public nuisances, and the Commissioner of Buildings is authorized and directed to demolish the same.

SECTION 2. This ordinance shall be effective upon its passage.

On motion of Alderman Biggs said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—47.

*Nays*—None.

### Presented by
### ALDERMAN LASKOWSKI (35th Ward):

#### Building Declared Public Nuisance and Ordered Demolished.

A proposed ordinance reading as follows:

WHEREAS, The building located at No. 2943 N. Milwaukee Avenue is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; therefore

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The building located at No. 2943 N. Milwaukee Avenue is declared a public nuisance, and the Commissioner of Buildings is authorized and directed to demolish the same.

SECTION 2. This ordinance shall be effective upon its passage.

On motion of Alderman Laskowski said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—47.

*Nays*—None.

### Presented by
### ALDERMAN CULLERTON (38th Ward):

*Referred*—PROPOSED ORDINANCES FOR ANNEXATION OF CERTAIN TERRITORY TO CITY AND TO INCORPORATE WITHIN BOUNDARIES OF 38TH WARD, TOGETHER WITH ZONING CLASSIFICATION THEREFOR.

A proposed ordinance for annexation of certain territory to the City of Chicago and to be incorporated within the boundaries of the 38th Ward, together with a proposed ordinance for zoning classification therefor, which was *Referred to the Committee on Finance,* as follows:

> All of that part of the Southeast Quarter (SE¼) of Section Two (2) in Township Forty (40) North, Range Twelve (12) East of the Third Principal Meridian which lies Southerly of the South line of Higgins Road, East of the East line of Fairview Avenue, North and West of and adjacent to the property acquired by the County of Cook for the purpose of the Northwest Expressway, except Lot 1 in Higgins Road Addition, being a subdivision of Lots 13 to 15 of Pennoyer's Subdivision in the West half (W½) of the Southeast Quarter (SE¼) of Section Two (2) and the West half (W½) of the Northeast Quarter (NE¼) of Section Eleven (11), all in Township Forty (40) North, Range Twelve (12) East of the Third Principal Meridian (according to the plat thereof recorded July 14, 1944 as Document No. 13319769), in Cook County, Illinois.

### Presented by
### ALDERMAN McCUTCHEON (43rd Ward):

#### Drafting of Ordinance for Vacation of Portion of Specified Street Directed.

A proposed order reading as follows:

> *Ordered,* That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of all that part of W. Medill Avenue lying between the southerly extension of the west line of the second north-south public alley westerly of N. Clybourn Avenue and the westerly terminus of said W. Medill Avenue being the easterly line of the right of way of the Chicago and North Western Railway, for Ability Products Company and the City of Chicago; said ordinance to be transmitted to the Committee on Local Industries, Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman McCutcheon said proposed order was *Passed.*

### Presented by
### ALDERMAN SINGER (44th Ward) and OTHERS:

*Referred*—PROPOSED ORDINANCE TO AMEND REGULATIONS GOVERNING AIR POLLUTION CONTROL.

A proposed ordinance (presented by Aldermen Singer, Hubbard, Despres, Rayner, Bohling, Cousins, Simon, Scholl, McCutcheon, Hoellen, O'Rourke and Sperling) to amend Section 17-24, Section 17-25, subparagraph (3) (a), and Section 17-74, subparagraph (3) (a) of the Municipal Code of Chicago, as amended on June 19, 1968 (C.J. page 3131, et seq.) and June 23, 1969 (C.J. page 5619), pertaining to air pollution control.—*Referred to the Committee on Health.*

### Presented by
### ALDERMAN HOELLEN (47th Ward):

#### Buildings Declared Public Nuisances and Ordered Demolished.

A proposed ordinance reading as follows:

> WHEREAS, The buildings at the following locations, to wit:
>
> No. 4543 N. Wolcott Avenue, and<br>No. 4140 N. Ashland Avenue,
>
> are so deteriorated and weakened that each is structurally unsafe and a menace to life and property in its vicinity; therefore
>
> *Be It Ordained by the City Council of the City of Chicago:*
>
> SECTION 1. The buildings at the following locations, to wit:
>
> No. 4543 N. Wolcott Avenue, and<br>No. 4140 N. Ashland Avenue,
>
> are declared public nuisances, and the Commissioner of Buildings is authorized and directed to demolish the same.
>
> SECTION 2. This ordinance shall be effective upon its passage.

On motion of Alderman Hoellen said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—47.

*Nays*—None.

### Presented by
### ALDERMAN O'ROURKE (48th Ward):

#### Congratulations Extended to Weight Watchers of Chicago and Its Executive Director.

A proposed resolution reading as follows:

> WHEREAS, The problem of obesity is one that is of constant and profound concern to the medical profession and to the general public; and
>
> WHEREAS, It is common knowledge that overweight persons are more susceptible to disease and

emotional problems than those of normal weight; and

WHEREAS, In our health-conscious society, the medical profession has worked tirelessly to impart to the public the perils of obesity and the importance of maintaining a proper weight and diet; and

WHEREAS, Through the efforts of Weight Watchers of Chicago thousands of Chicago citizens have been able to shed dangerous excess poundage and learn new eating habits through a successful highly nutritional eating program; and

WHEREAS, No organization is more dedicated nor more emminently successful in improving the health and emotional outlook of weight-concerned persons than the said Weight Watchers of Chicago and its Executive Director, Richard Cooper; now, therefore,

*Be It Resolved,* That the members of the City Council of the City of Chicago in meeting assembled this 17th day of November, 1969, commend and congratulate Weight Watchers of Chicago and its Executive Director on the occasion of having helped over eighty thousand citizens of Chicago to good health, physical well-being and longer life; and

*Be It Further Resolved,* That a suitable copy of this resolution be presented to Richard Cooper, Executive Director of Weight Watchers of Chicago.

Alderman O'Rourke moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed resolution. The motion *Prevailed.*

On motion of Alderman O'Rourke said proposed resolution was *Adopted.*

### Presented by
### ALDERMAN WIGODA (49th Ward) and ALDERMAN KEANE (31st Ward):

### Time Fixed for Public Hearing on Budget Document for Year 1970.

A proposed order reading as follows:

WHEREAS, Mayor Richard J. Daley on November 14, 1969, submitted to this Council through its Clerk the Executive Budget of the City of Chicago for the fiscal year beginning January 1, 1970 and ending December 31, 1970 (which was filed in the office of the City Clerk on November 14, 1969); and

WHEREAS, Pursuant to the order passed by the City Council on November 17, 1969, the Budget Document has been published in pamphlet form and said Budget Document is now conveniently available to public inspection in the office of the City Clerk; and

WHEREAS, It is provided by law that at least one public hearing shall be held by the Corporate Authorities on the Budget Document not less than one week after the publication thereof and prior to final action thereon and that notice of such hearing shall be given by publication in a newspaper having general circulation in the City of Chicago at least one week prior to the time of such public hearing; now, therefore,

*Be It Ordered,* That the public hearing on the said Budget Document for the fiscal year beginning January 1, 1970 and ending December 31, 1970, as submitted by the Mayor and as published in pamphlet form, be held by the City Council at 10:00 A.M. on Tuesday, December 2, 1969, in the Council Chamber in the City Hall; and the City Clerk is hereby directed to cause a notice of such public hearing to be published in a newspaper having general circulation in the City of Chicago at least one week prior to the time of such public hearing.

Alderman Wigoda moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed order. The motion *Prevailed.*

On motion of Alderman Wigoda said proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—40.

*Nays*—Aldermen Simon, Scholl, McCutcheon—3.

### Presented by
### ALDERMAN SPERLING (50th Ward):

*Referred*—PROPOSED RESOLUTION TO AUTHORIZE MAYOR TO URGE INDUSTRY, BUSINESS AND CITIZENRY TO REDUCE USE OF ELECTRICITY DURING AIR POLLUTION ALERTS, ETC.

A proposed resolution to authorize the Mayor in time of air pollution alerts to urge industry, business and citizenry to reduce their use of electricity to the lowest possible minimum by eliminating wasteful and unnecessary practices and in effect declare a "power dim-out" for citizens until the atmospheric conditions causing the air pollution buildup are dissipated; also to urge all suburban village officials to ask their citizens to cooperate by engaging in a similar power dim-out.

Alderman Sperling moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed resolution. The motion to Suspend the Rules was *Lost.*

Whereupon said proposed resolution was *Referred to the Committee on Health.*

## 5. FREE PERMITS, LICENSE FEE EXEMPTIONS, CANCELLATION OF WARRANTS FOR COLLECTION AND WATER RATE EXEMPTIONS, ETC.

**Proposed ordinances, orders, etc. described below, were presented by the aldermen named, and were *Referred to the Committee on Finance,* as follows:**

*Free Permits to Churches, Etc.:*

BY ALDERMAN LUPO (9TH WARD):

Pullman United Methodist Church, No. 11211 S. St. Lawrence Avenue—construction of church building, remodeling and renovation of existing buildings, all electrical work and use of water in conjunction therewith.

BY ALDERMAN BUCHANAN (10TH WARD):

East Side Baptist Church, No. 10701 S. Avenue N.—construction of new church buildings, all electrical work and use of water in conjunction therewith.

BY ALDERMAN FROST (FOR ALDERMAN CAMPBELL, 20TH WARD):

Holy Trinity Baptist Church, Nos. 5416-5420 S. Calumet Avenue—construction of new church building, all electrical work and use of water in conjunction therewith.

BY ALDERMAN MARZULLO (25TH WARD):

Mount Sinai Hospital, No. 2720 W. 15th Street—construction of a driveway.

BY ALDERMAN KERWIN (46TH WARD):

Illinois Masonic Hospital, No. 911 W. Wellington Avenue—electrical installations.

*License Fee Exemptions for Homes, Hospitals, Day Care Centers, Etc.:*

BY ALDERMAN BUCHANAN (10TH WARD):

South Chicago Community Hospital, No. 2320 E. 93rd Street.

*Cancellation of Warrants for Collection:*

BY ALDERMAN ROTI (1ST WARD):

Louise Burg Hospital, No. 255 W. Cermak Road—driveway maintenance.

BY ALDERMAN HUBBARD (2ND WARD):

Chicago Youth Centers, No. 3947 S. Michigan Avenue—mechanical ventilation system inspection.

BY ALDERMAN DESPRES (5TH WARD):

Drexel Home, Inc. (Home for Aged Jews), No. 6140 S. Drexel Avenue—elevator inspection.

BY ALDERMAN FITZPATRICK (19TH WARD):

Washington and Jane Smith Home, No. 2340 W. 113th Place—mechanical ventilation system inspection.

BY ALDERMAN KEANE (31ST WARD):

St. Fidelis Rectory, No. 1410 N. Washtenaw Avenue—elevator inspection.

St. Fidelis School, No. 1406 N. Washtenaw Avenue—elevator inspection.

BY ALDERMAN CULLERTON (FOR ALDERMAN FRIED, 42ND WARD):

Rehabilitation Institute of Chicago, No. 401 E. Ohio Street—elevator inspection and driveway permit.

BY ALDERMAN SPERLING (50TH WARD):

Jewish Community Center, No. 3003 W. Touhy Avenue—maintenance of parking restriction signs.

Twentieth Church of Christ, Scientist, Chicago, No. 6320 N. Sacramento Avenue—driveway permit.

# UNFINISHED BUSINESS.

### Transfer of Vacant Property from Dept. of Streets and Sanitation to Bureau of Sewers for New District Yard.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on October 29, 1969, pages 6298-6299, recommending that the City Council pass a proposed ordinance transmitted with the committee's report to authorize the transfer of City-owned vacant property from the Department of Streets and Sanitation to the Bureau of Sewers, located at W. 91st Street and S. Holland Road and along the Chicago, Rock Island and Pacific Railroad tracks, for the construction of a new district yard.

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—47.

*Nays*—None.

The following is said ordinance as passed:

WHEREAS, The Department of Streets and Sanitation has no further use for the vacant property at W. 91st Street and S. Holland Road, formerly occupied by the City Asphalt Plant; and

WHEREAS, The Bureau of Sewers desires to use the site for the construction of a new District Yard; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the use of the City-owned property located at W. 91st Street and S. Holland Road and along the C.R.I. and P. RR. tracks is hereby transferred to the Bureau of Sewers.

SECTION 2. This ordinance shall be in effect from and after its passage.

### Authority Granted for Acquisition of Property for Improvement of Certain Street Intersections.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on October 29, 1969, pages 6299-6302, recommending that the City Council pass a proposed ordinance transmitted with the committee's report to authorize the acquisition of property for the improvement of certain street intersections.

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—47.

*Nays*—None.

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago on July 8, 1969 passed ordinances, Journal of the Proceedings of the City Council of said date, pages 5762 and 5763 for Project 550, pages 5766 and 5767 for Project 610 and page 5768 for Project 630 providing for the expenditures of $30,000.00, $200,000.00 and $100,000.00 respectively out of the City's share of the Motor Fuel Tax Fund for the channelization and widening improvements of a number of street intersections; and

WHEREAS, Said ordinances authorized the Commissioner of Public Works to handle all matters relating to the acquisition of right of way for the improvements; and

WHEREAS, The following listed street intersection channelizations and widenings are included as part of the improvements referred to hereinabove:

E. 83rd Street and S. South Chicago Avenue,
W. 115th Street and S. Vincennes Avenue,
S. Archer Avenue and S. Komensky Avenue,
W. 47th Street at S. Pulaski Road,
N. Western Avenue and W. Peterson Avenue,
S. California Avenue, W. Madison Street and W. Fifth Avenue,
W. 31st Street and S. Pulaski Road,
W. Ontario Street and N. Orleans Street,
W. Grand Avenue at N. Laramie Avenue,
S. Archer Avenue at S. Western Avenue,
W. Grand Avenue at N. Western Avenue,
S. Kostner Avenue at W. Flournoy Street,
N. Kimball Avenue at W. Foster Avenue,
W. Harrison Street at S. Ashland Avenue.

*Now, Therefore, Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Public Works is authorized to negotiate with the owner or owners for the purchase of the property required for the above mentioned improvements.

SECTION 2. It is desirable and necessary that the following-described property be acquired by the City of Chicago for the purposes set forth in this ordinance:

LEGAL DESCRIPTION

*E. 83rd Street and S. South Chicago Avenue*

That part of Lot 1 in Block 3 of Lincoln Addition, being a resubdivision of that part of Whitford's Subdivision of Northwest quarter (N.W.¼), Southeast quarter (S.E.¼) and that part of Moore's Subdivision of North half (N.½), Northeast quarter (N.E.¼), Southwest quarter (S.W.¼), Southeast quarter (S.E.¼), lying Northeast of Lake Shore and Michigan Southern Railroad, Section 36, Township 38 North, Range 14 East of the Third Principal Meridian described as follows:

Beginning at a point on the North line of said lot, 29.5 feet East of the Northwest corner of said lot, as measured along said North line; thence West along said North line a distance of 29.5 feet to the Northwest corner thereof; thence Southeasterly along the Southwesterly line of said lot a distance of 24.0 feet; thence Northeasterly along a straight line a distance of 22.0 feet to the point of beginning in Cook County, Illinois.

*W. 115th Street and S. Vincennes Avenue*

That part of Lot 24 in Block 89 in Washington Heights, being a resubdivision of Lots 1 and 2 in Block 13, all of Block 14, Lots 7 to 63 inclusive in Block 20, Lots 1, 2 and 3 in Block 21 and all of Blocks 24, 25, 28 and 29 all in Sections 18 and 19, also a Subdivision of the West half (W.½) of the Northwest quarter (N.W.¼) of Section 20 and that portion of the East half (E.½) of the Southwest quarter (S.W.¼) of Section 19, Township 37 North, Range 14 East of the Third Principal Meridian, East of Prospect Avenue described as follows:

Beginning at a point on the South line of said Lot a distance of 23.0 feet East of the Southwest corner thereof; thence West along the South line of said lot a distance of 23.0 feet to the Southwest corner thereof; thence Northeasterly along the Westerly line of said lot a distance of 20.0 feet; thence Southeasterly in a straight line a distance of 23.5 feet to the point of beginning in Cook County, Illinois.

*S. Archer Avenue and S. Komensky Avenue*

That part of Lots 5 to 8 inclusive in Block 15 lying Southerly of a straight line drawn from a point on the East line of said Lot 5, 8.0 feet North of the Southeast corner thereof and running Southwesterly across said Lots 5 to 8 to the Southwesterly corner of said Lot 8, in William A. Bond and Company's Archer Home Addition, being a resubdivision of Blocks 1 to 16 inclusive in William A. Bond's Subdivision of the East half (E.½) of the Northeast quarter (N.E.¼) of Section 10, Township 38 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.

*W. 47th Street at S. Pulaski Road*

That part of Lots 56 to 65 inclusive lying South of a line drawn from the Southeast corner of said Lot 56 to a point on the West line of Lot 61, said point being 8.0 feet North of the South line of said lot; thence West parallel to the South lines of said Lots 62 to 65 inclusive to a point 5.0 feet East of the West line of said Lot 65; thence Northeasterly to a point 13.0 feet North of the Southwest corner of said Lot 65 in Berman and Wassel's Subdivision of Block 7 in (J. F. Gillett's) Subdivision of West half (W.½) of Southwest quarter (S.W.¼) of Section 2, Township 38 North, Range 13 East of the Third Principal Meridian and also that part of Lots 199 to 202 inclusive lying South of a line drawn from the Southwest corner of said Lot 199 to a point in Lot 201, said point being 10.74 feet East of the West line of said lot, and 8.0 feet North of the South line of said Lot 201; thence East parallel with the South line of Lot 201 and 202 to a point in Lot 202, said point being 10.0 feet West of the East line of said Lot 202; thence Northeasterly in a straight line to a point in the East line of said Lot 202, said point being 18.0 feet North of the Southeast corner of said Lot 202 in Frederick H. Bartlett's 47th Street Subdivision of Lot C in Circuit Court Partition in Section 3, Township 38 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.

*N. Western Avenue and W. Peterson Avenue*

That part of the Southwest quarter (S.W.¼) of Section 6, Township 40 North, Range 14 East of the Third Principal Meridian described as follows:

Beginning at a point 39 feet East of the West line of said Section and 33 feet South of the North line of said Southwest quarter (S.W.¼) of said Section; thence South along a line 39 feet East of and parallel with the West line of said Section a distance of 400 feet; thence Northeasterly in a straight line to a point on a line 50 feet East of and parallel with the West line of said Section, said point being 233 feet South of the North line of said Southwest quarter (S.W.¼); thence North along aforesaid parallel line a distance of 200 feet; thence West a distance of 11 feet to the point of beginning in Cook County, Illinois.

*S. California Avenue, W. Madison Street and W. Fifth Avenue*

Lots 1 to 5 inclusive in Gross and Counselman's Resubdivision of Lots 1, 2, 3, 4 and 5 except the North 7 feet thereof in Subdivision of Block 1, D. S. Lee's Subdivision of that part lying North of Barry Point Road of the East half (E.½), Northwest quarter (N.W.¼) of Section 13, Township 39 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.

*W. 31st Street and S. Pulaski Road*

Parcel No. 1:

That part of Lots 1, 2 and 3, taken as a tract, in Block 1 of Horace R. Hughes' Subdivision of the East half (E.½), Northeast quarter (N.E.¼), Northeast quarter (N.E.¼) of Section 34, Township 39 North, Range 13 East of the Third Principal Meridian described as follows:

Beginning at the Northeast corner of Lot 1; thence South along the East line of Lot 1 a distance of 72 feet; thence Northwesterly along a curve convex to the Northeast and having a radius of 72 feet to a point on the North line of Lot 3, said point being 72 feet West of the Northeast corner of said Lot 1; thence East along the North lines of Lots 3, 2 and 1 a distance of 72 feet to the point of beginning in Cook County, Illinois.

Parcel No. 2:

That part of Lots 1, 2 and 3 in Crawford Avenue Subdivision of the West 365 feet North of the Chicago Madison and Northern Railroad of the West half (W.½) of the Northwest quarter (N.W.¼) of Section 35, Township 39 North, Range 13 East of the Third Principal Meridian and the Dedication of a Tract of Land 33 feet in width on the North of said West half (W.½) of the Northwest quarter (N.W.¼) of Section 35, Township 39 North, Range 13 East of the Third Principal Meridian described as follows:

Beginning at the Northwest corner of said Lot 1; thence South along the West lines of said Lots 1, 2 and 3 a distance of 72 feet; thence Northeasterly along a curve convex to the Northwest and having a radius of 72 feet to a point on the North line of said Lot 1, said point being 72 feet East of the Northwest corner thereof; thence West along the North line of said Lot 1 a distance of 72 feet to the point of beginning in Cook County, Illinois.

*W. Ontario Street and N. Orleans Street*

That part of Lots 11, 12 and 13 in Block 9 of Butler Wright and Webster's Addition to Chicago in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian described as follows:

Beginning at the Northwest corner of said Lot 13; thence East along the North lines of said Lots 11, 12 and 13 a distance of 70 feet; thence Southwesterly in a straight line to a point on the West line of said Lot 13, a distance of 10 feet South of the Northwest corner of said Lot 13, thence North along the West line of said Lot 13 a distance of 10 feet to the point of beginning in Cook County, Illinois.

*W. Grand Avenue at N. Laramie Avenue*

That part of Lots 23 and 24 in Block 5 of Moran's Subdivision of part of Lots 4 and 7 in County Clerk's Division of the East three-quarters (E. ¾) of Section 33, Township 40 North, Range 13 East of the Third Principal Meridian described as follows:

Beginning at the Southwest corner of said Lot 24; thence Easterly along the South lines of said Lots 24 and 23 a distance of thirty-two feet (32 ft.); thence Northwesterly in a straight line to a point on the West line of said Lot 24, said point being 7 feet North of the Southwest corner of said Lot 24; thence South along the West line of said Lot 24 a distance of 7 feet to the point of beginning, in Cook County, Illinois.

*S. Archer Avenue at S. Western Avenue*

That part of Lot 1 in the Division of Block 1 of Baker's Subdivision of Lots 65 to 72 and 75 to 80 of the Town of Brighton in the Southeast quarter (S.E.¼) of Section 36, Township 39 North, Range 13 East of the Third Principal Meridian described as follows:

Beginning at the Northeasterly corner of said lot; thence South along the East line of said lot a distance of 15.0 feet; thence West a distance of 5.0 feet to an intersection with a line 8.0 feet Southerly of and parallel with the Northwesterly line of said lot; thence Southwesterly along said parallel line to a point which is 80.0 feet Southwesterly of the Northwest corner of said lot, as measured along the Northwesterly line of said lot; thence continuing Southwesterly in a straight line to a point on the Northwesterly line of said lot which is 170.0 feet Southwesterly of the Northeasterly corner of said lot, as measured along the Northwesterly line of said lot; thence Northeasterly along the Northwesterly line of said lot a distance of 170.0 feet to the point of beginning in Cook County, Illinois.

*W. Grand Avenue at N. Western Avenue*

That part of Lots 19 to 22 inclusive in Block 1 of Gage & McKey's Subdivision of Block 9 in Wright and Webster's Subdivision of the Northeast quarter (N.E.¼) of Section 12, Township 39 North, Range 13 East of the Third Principal Meridian lying North of a curve concave to the North and having a radius of 320.0 feet said curve starting at the intersection of the easterly line of said Lot 19 and the Northerly line of the land taken for street by ordinance passed November 22, 1877 and recorded in the Recorders Office of Cook County, Illinois as Document No. 847460; and ending at the Southwesterly corner of said Lot 22, in Cook County, Illinois.

*S. Kostner Avenue at W. Flournoy Street*

That part of Lots 38 to 42 inclusive in Block 1 of Subdivision of that part of the East Half (E.½) of the Southwest quarter (S.W.¼) of Section 15, Township 39 North, Range 13 East of the Third Principal Meridian lying North of Barry Point Road described as follows:

Beginning at the Southeast corner of said Lot 38; thence West along the South line of said Lot 38 a distance of 2.0 feet; thence North in a straight line to a point in the North line of Lot 42, 8.0 feet West of the Northeast corner thereof; thence East along the North line of said Lot 42 a distance of 8.0 feet to the Northeast corner thereof; thence South along the East lines of said Lots 42, 41, 40, 39 and 38 to the point of beginning in Cook County, Illinois.

*N. Kimball Avenue at W. Foster Avenue*

Parcel No. 1:

That part of Lot 28 in Block 12 of North Park Addition to Chicago, a Subdivision of parts of the Northeast quarter (N.E.¼) and Southeast quarter (S.E.¼) of Section 11, Township 40 North, Range 13 East of the Third Principal Meridian, described as follows:

Beginning at the Southeast corner of said lot, thence North along the East line of said lot a distance of 100 feet; thence Southwesterly in a straight line to a point in said lot, said point being 4 feet West of the East line of said lot, as measured perpendicularly, and 5 feet North of the South line of said lot, as measured perpendicularly; thence Southwesterly in a straight line to a point in the South line of said lot, said point being 20 feet West of the Southeast corner of said lot as measured along said South line; thence East along the South line of said lot a distance of 20 feet to the point of beginning, in Cook County, Illinois.

Parcel No. 2:

That part of Lot 10 in Block 1 of Johnson's Subdivision of West half (W.½) of Lot 6 and all of West half (W.½) of Lot 11 (except a triangular piece off the Southeast corner of said West half (W.½) of Lot 11 containing 678/1000 acres and bounded as follows: beginning at a point at the Southwest corner of said Lot 11, running thence on a line due East to center of Block 11, and thence due North 240 feet, and from that point Southwesterly to place of beginning) of Jackson's Subdivision of the Southeast quarter (S.E.¼) of Section 11, Township 40 North, Range 13 East of the Third Principal Meridian and the Southwest quarter (S.W.¼) of Section 12, Township 40 North, Range 13 East of the Third Principal Meridian described as follows:

Beginning at the Northwest corner of said Lot 10; thence South along the West line of said Lot 10 a distance of 100 feet; thence Northeasterly in a straight line to a point in said Lot 10, said point being 5 feet East of the West line of said lot as measured perpendicularly and 4 feet South of the North line of said lot as measured perpendicularly; thence Northeasterly in a straight line to a point on the North line of said lot, 20 feet East of the Northwest corner thereof, as measured along said North line; thence West along said North line a distance of 20 feet to the point of beginning, all in Cook County, Illinois.

*W. Harrison Street at S. Ashland Avenue*

Parcel No. 1:

That part of Lots 4, 5, 6 and 7 in Subdivision of South 98.5 feet of the East half (E.½) of Block 14 in Ashland Addition to Chicago, being the Southeast quarter (S.E.¼) of Northeast quarter (N.E.¼) and of a fraction in the Southwest corner of Northeast quarter (N.E.¼) of Northeast quarter (N.E.¼) of Section 18, Township 39 North, Range 14 East of the Third Principal Meridian described as follows:

Beginning at the Southeast corner of said Lot 5; thence North along the East line of said Lots 4 and 5 a distance of 28 feet; thence Southwesterly in a straight line to a point in said Lot 5, said point being 18 feet West of the East line of said Lot 5, as measured perpendicularly and 10 feet North of the South line of said Lot 5, as measured perpendicularly; thence Southwesterly in a straight line running across Lots 5, 6 and 7 to a point in the West line of said Lot 7, said point being 2 feet North of the Southwest corner of said Lot 7, as measured along the West line of said Lot 7; thence South along the West line of said Lot 7 a distance of 2 feet to the Southwest corner of said Lot 7; thence East along the South lines of said Lots 5, 6 and 7 to the point of beginning in Cook County, Illinois.

Parcel No. 2:

That part of Lot 1 in Block 1 of Sutton's Addition to Chicago in the Northeast quarter (N.E.¼) of the Southeast quarter (S.E.¼) of Section 18, Township 39 North, Range 14 East of the Third Principal Meridian described as follows:

Beginning at the Northeast corner of said Lot 1; thence South along the East line of said Lot 1 a distance of 10 feet; thence Northwesterly in a straight line to a point in the west line of said Lot 1, said point being 2 feet South of the Northwest corner of said Lot 1, as measured along the West line of said Lot 1; thence North along the West line of said Lot 1 a distance of 2 feet to the Northwest corner of said Lot 1; thence East along the North line of said Lot 1, a distance of 150 feet more or less to the point of beginning in Cook County, Illinois.

SECTION 3. In case the Commissioner of Public Works is able to agree with the owner or owners of said property upon the purchase price thereof, he is authorized to purchase said property subject to the approval of the City Council.

SECTION 4. In case of the inability of the Commissioner of Public Works to agree with the owner or owners of said property or any part thereof, upon the purchase price thereof, or in case the owner or owners or any of them are incapable of consenting to the sale thereof, or in case the names or residences of said owner or owners are unknown, or they are non-residents of the State of Illinois, the Commissioner of Public Works shall report such facts to the Corporation Counsel. Upon receipt of such report, the Corporation Counsel shall institute and prosecute condemnation proceedings in the name of and in behalf of the City of Chicago for the purpose of acquiring title to said property under the City's right of eminent domain, and said property is hereby declared to be useful, advantageous, desirable and necessary to the City of Chicago for the uses and purposes set forth above.

SECTION 5. The City Clerk is hereby directed to transmit two certified copies of this ordinance to the Division of Highways of the Department of Public Works and Buildings of the State of Illinois, Springfield, Illinois, through the Engineer of said Division of Highways.

SECTION 6. This ordinance shall take effect and be in full force from and after its passage.

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### Time Limitation Extended for Period of Validity of Violations Concerning Special Uses.

On motion of Alderman Metcalfe the City Council took up for consideration the report of the Committee on Buildings and Zoning deferred and published on October 29, 1969, pages 6303-6304, recommending that the City Council pass a proposed ordinance transmitted with the committee's report to amend Section 11.10-5 of the Chicago Zoning Ordinance by extending the time limitation for the period of validity of violations in the nature of special uses.

On motion of Alderman Metcalfe said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Bohling, Lupo, Buchanan, Bilandic, Swinarski, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Wigoda, Sperling—40.

*Nays*—Aldermen Despres, Rayner, Cousins, Simon, Hoellen, O'Rourke—6.

Alderman Wigoda moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Section 11.10-5 of Chapter 194A of the Municipal Code of Chicago, the Chicago Zoning Ordinance, hereby is amended by deleting therefrom certain language, as contained in brackets below, and by adding certain language, in Italic below, as follows:

11.10-5 The Commissioner of Development and Planning may recommend and the Board of Zoning Appeals may provide such conditions or restrictions upon the construction, location and operation of a special use, including but not limited to provisions of off-street parking and loading, as shall be deemed necessary to secure the general objectives of this comprehensive amendment and to reduce injury to the value of property in the neighborhood.

An order of the Board of Appeals granting a variation in the nature of a special use shall be valid for a period not longer than twelve months from the date of such order unless a building permit is obtained or the use is commenced within such period. The Board may, at its discretion and upon adequate showing of cause, extend the period of validity of a variation in the nature of a special use for a period not to exceed [six (6)] *twelve (12)* months.

A change or increase in the area, bulk or function of any existing special use, or from those conditions specified by the Zoning Board of Appeals at the time of approval, shall constitute and be considered the same as a new and distinct special use, and as such shall be subject to the procedures for application, hearing, review and approval by the Zoning Board of Appeals as provided for in this section.

If a special use is discontinued for a period of six months or longer, such special use shall become null and void; and any subsequent reinstatement of the special use shall require a new special use permit.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

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### Chicago Zoning Ordinance Amended to Reclassify Particular Areas.

On motion of Alderman Metcalfe the City Council took up for consideration the report of the Committee on Buildings and Zoning deferred and published on October 29, 1969, pages 6304-6305, recommending that the City Council pass fourteen proposed ordinances transmitted with the committee's report for amendment of the Chicago Zoning Ordinance to reclassify particular areas.

On separate motions made by Alderman Metcalfe *each* of twelve of said proposed ordinances (which were recommended by the committee without change) was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Bohling, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—42.

*Nays*—Aldermen Despres, Rayner, Cousins, Simon, McCutcheon—5.

Said twelve ordinances as passed read respectively as follows (the Italic heading in each case not being a part of the ordinance):

*Reclassification of Area Shown on Map No. 1-M.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-2 Restricted Service District symbols and indications as shown on Map No. 1-M in the area bounded by

the alley next north of and parallel to W. Madison Street; N. Mason Avenue; W. Madison Street; and N. Austin Boulevard, to those of a C1-2 Restricted Commercial District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification of Area Shown on Map No. 3-F.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 3-F in the area bounded by

N. Clybourn Avenue; a line from a point 223.31 feet southeast of N. Ogden Avenue along the southwest line of N. Clybourn Avenue, to a point 117.12 feet southwest of N. Clybourn Avenue and 251.57 feet north of W. Evergreen Avenue; and a line from a point 117.12 feet southwest of N. Clybourn Avenue and 251.57 feet north of W. Evergreen Avenue, to a point 105.92 feet southeast of N. Ogden Avenue along the southwest line of N. Clybourn Avenue,

to those of a Residential Planned Development, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification of Area Shown on Map No. 3-F.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the Residential Planned Development symbols and indications as shown on Map No. 3-F in the area bounded by

the south line of W. Schiller Street, or the line thereof if extended where no street exists; a line from a point 169.62 feet southeast of N. Ogden Avenue along the south line of W. Schiller Street, or the line thereof if extended where no street exists, to a point 117.12 feet southwest of N. Clybourn Avenue and 251.57 feet north of W. Evergreen Avenue; a line from a point 117.12 feet southwest of N. Clybourn Avenue and 251.57 feet north of W. Evergreen Avenue to a point 370 feet east of N. Ogden Avenue along the north line of W. Evergreen Avenue; W. Evergreen Avenue; and a line 142.52 feet southeast of N. Ogden Avenue,

to those of an R4 General Residence District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification of Area Shown on Map No. 7-G.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the Planned Development and R5 General Residence District symbols and indications as shown on Map No. 7-G in the area bounded by

a line 132 feet north of W. Nelson Street, or the line thereof if extended where no street exists; the center line of N. Dayton Street, or the line thereof if extended where no street exists; W. Wellington Avenue; N. Mildred Avenue; W. Oakdale Avenue; a line 103 feet west of N. Mildred Avenue; the alley next south of and parallel to W. Wellington Avenue; the east line of the right of way of the Chicago Transit Authority; a line 319.9 feet north of W. Wellington Avenue; N. Wilton Avenue; W. Nelson Street, or the line thereof if extended where no street exists; and a line 281 feet west of the center line of N. Dayton Street, or the line thereof if extended where no street exists,

to the designation of a Residential Planned Development which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part hereof and to no others.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[Plan of Development attached to this ordinance printed on pages 6427-6431 of this Journal]

*Reclassification of Area Shown on Map No. 8-H.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 8-H in the area bounded by

the northwest line of the right of way of the Alton Railroad; S. Damen Avenue; and W. 34th Street,

to those of an M1-2 Restricted Manufacturing District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification of Area Shown on Map No. 12-K.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-1 Restricted Manufacturing District symbols and indications as shown on Map No. 12-K in the area bounded by

a line 150 feet south of W. 53rd Street; S. Kilbourn Avenue; the alley next south of and parallel to W. 53rd Street; and the alley next west of and parallel to S. Kilbourn Avenue,

to those of an R3 General Residence District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification of Area Shown on Map No. 13-M.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 13-M in the area bounded by

W. Ainslie Street; N. Central Avenue; W. Gunnison Street; and the alley next west of and parallel to N. Central Avenue,

to those of a B4-1 Restricted Service District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

# PLAN OF DEVELOPMENT
# RESIDENTIAL PLANNED DEVELOPMENT, AS AMENDED
# (INSTITUTIONAL)

## STATEMENTS

1. The area delineated hereon as a "Residential Planned Development as Amended" is owned and controlled by Illinois Masonic Medical Center.

2. Off-Street parking and loading facilities will be provided in compliance with this Plan of Development as authorized by the R5 General Residence District of the Chicago Zoning Ordinance.

3. Any dedication of streets or alleys or adjustments of the rights of way or consolidation or resubdivision of parcels shall require a separate submittal on behalf of Illinois Masonic Medical Center and approval by the City Council.

4. All applicable official reviews, approvals or permits are required to be obtained by the Illinois Masonic Medical Center.

5. Service drives or any other ingress or egress shall be adequately designed and paved in accord with the regulations of the Department of Streets and Sanitation and in compliance with the Municipal Code of Chicago to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking permitted within such paved areas.

   Fire lanes shall be adequately designed and paved in compliance with the Municipal Code of Chicago to provide ingress and egress for emergency vehicles; there shall be no parking within such paved areas. The pavement width of fire lane located within the right-of-way of heretofore vacated Nelson Street shall be a minimum of 24 feet.

6. Use of land will consist of research, medical, housing, and related uses as authorized by the Chicago Zoning Ordinance.

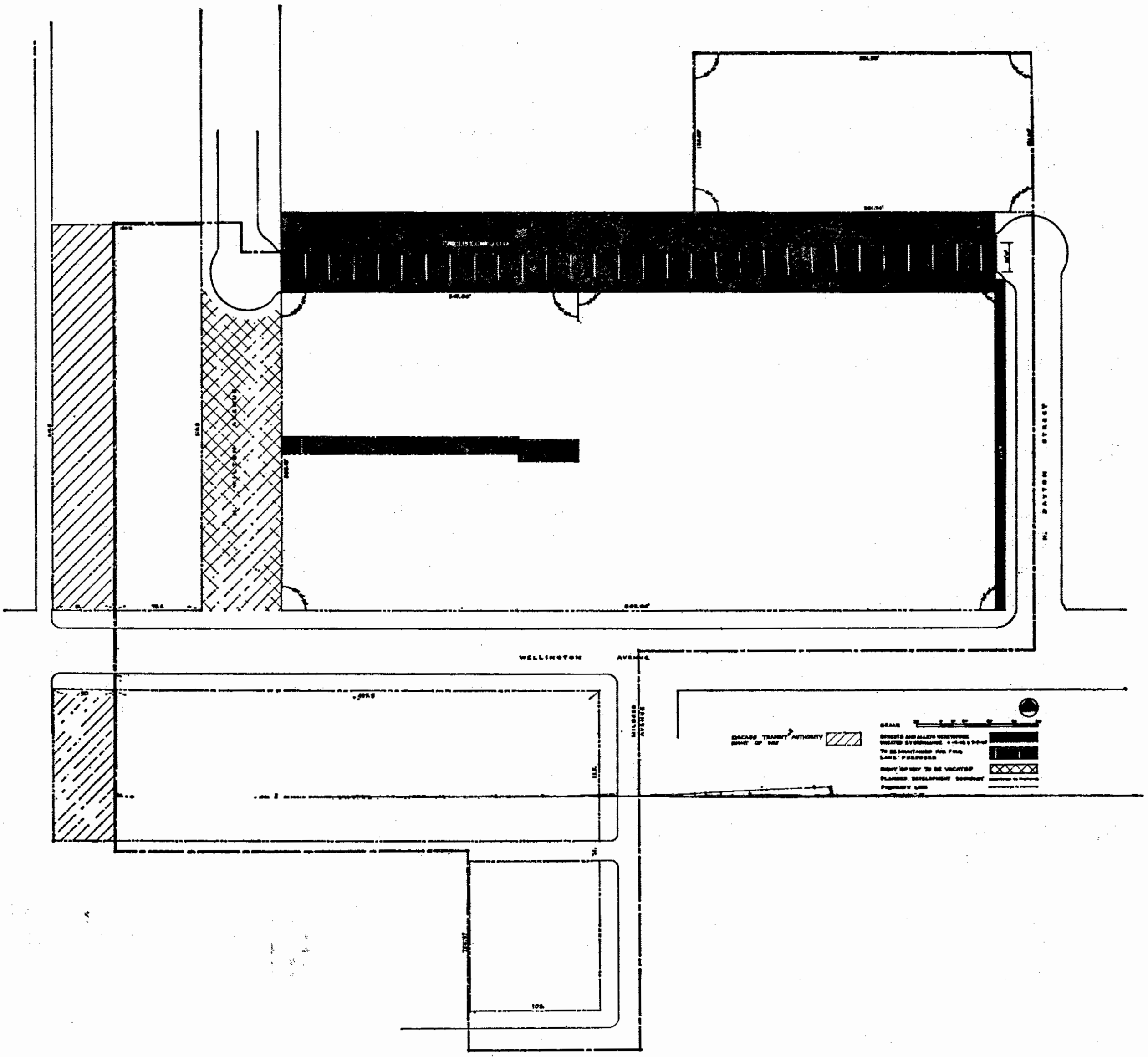
   Laboratories or research facilities contained therein shall be governed by performance standards as authorized under the M1 zoning district of the Chicago Zoning Ordinance.

7. The following information sets forth data concerning the property included in said planned development and data concerning a generalized land use plan (site plan) illustrating the development of said property in accordance with the intent and purpose of the Chicago Zoning Ordinance as related to a R5 General Residence District classification and with regulations hereby made applicable thereto.

8. The Plan or Development hereby attached shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Developments", as adopted by the Commissioner of Development and Planning.

APPLICANT: Illinois Masonic Medical Center

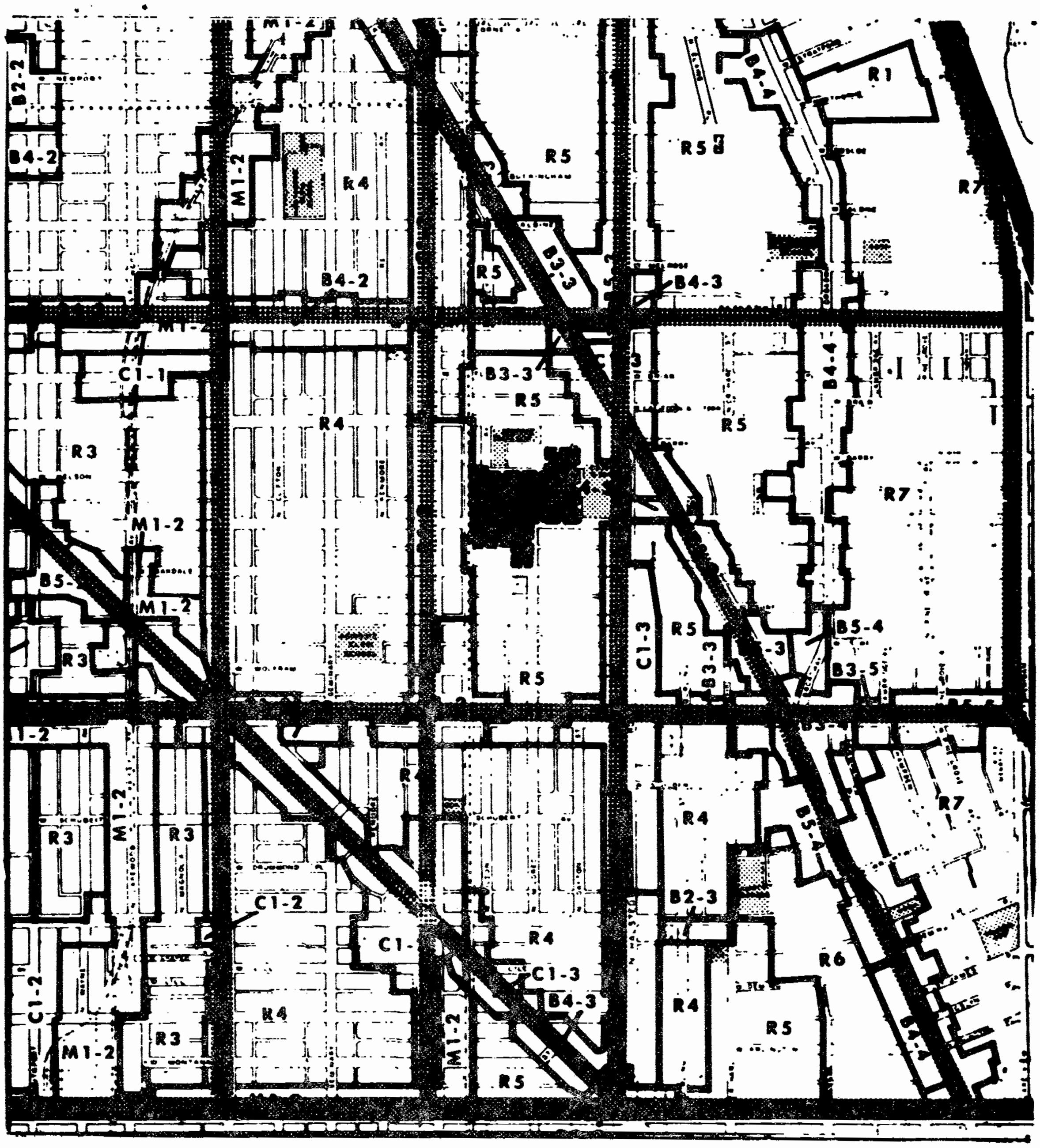
DATE: September 17, 1969


WELLINGTON AVENUE
N. DAYTON STREET
MILDRED AVENUE
CHICAGO TRANSIT AUTHORITY RIGHT OF WAY
SCALE
STREETS AND ALLEYS HERETOFORE VACATED BY ORDINANCE
TO BE MAINTAINED FOR FIRE LANE PURPOSES
RIGHT OF WAY TO BE VACATED
PLANNED DEVELOPMENT BOUNDARY
PROPERTY LINE
102.

PROPERTY LINE MAP AND RIGHTS-OF-WAY ADJUSTMENTS

"RESIDENTIAL PLANNED DEVELOPMENT," AS AMENDED
(INSTITUTIONAL)

APPLICANT: ILLINOIS MASONIC MEDICAL CENTER
DATE: SEPTEMBER [illegible]


M1-2
B2-2
B4-2
M1-2
R4
R5
R5
B4-4
R1
R7
B4-2
R5
B3-3
B4-3
M1-
C1-1
B3-3
R5
R4
B4-4
R5
R3
R7
M1-2
B5-
M1-2
R3
C1-3
R5
B3-3
-3
B5-4
B3-5
R5
1-2
R4
R7
R3
M1-2
R3
B5-4
C1-2
B2-3
C1-
R4
C1-3
R6
C1-2
B4-3
R4
M1-2
R3
R4
M1-2
R5
R5
B4-4

RESIDENTIAL PLANNED DEVELOPMENT AS AMENDED
(INSTITUTIONAL)

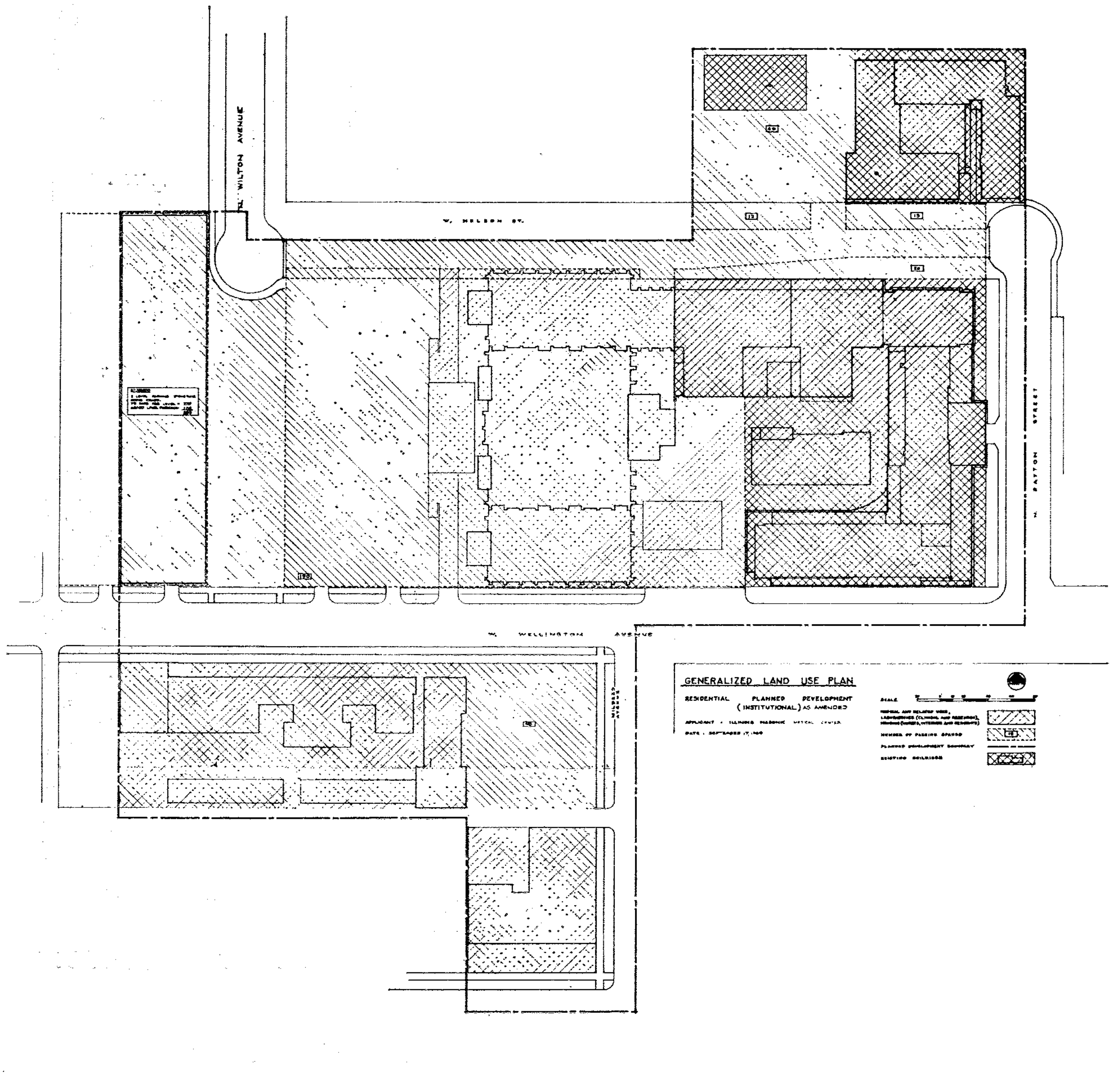
EXISTING ZONING & PREFERENTIAL STREET SYSTEM

NORTH

0' 1000' 2000' 3000' 4000'

▭ ZONING DISTRICTS
▦ PREFERENTIAL STREET SYSTEM
▨ PUBLIC & QUASI-PUBLIC FACILITIES
■ PROPOSED RESIDENTIAL PLANNED DEVELOPMENT AS AMENDED
▭ PLANNED DEVELOPMENT BOUNDARY

APPLICANT : ILLINOIS MASONIC MEDICAL CENTER ; DATE: SEPT. 17, 1969


N. WILTON AVENUE
W. NELSON ST.
W. WELLINGTON AVENUE
N. DAYTON STREET
GENERALIZED LAND USE PLAN
RESIDENTIAL PLANNED DEVELOPMENT (INSTITUTIONAL) AS AMENDED
APPLICANT : ILLINOIS MASONIC MEDICAL CENTER
DATE : SEPTEMBER 17, 1969
SCALE
MEDICAL AND RELATED USES, LABORATORIES (CLINICAL AND RESEARCH), HOUSING (NURSES, INTERNS AND RESIDENTS)
NUMBER OF PARKING SPACES
PLANNED DEVELOPMENT BOUNDARY
EXISTING BUILDINGS

## PLANNED DEVELOPMENT USE AND BULK REGULATIONS AND DATA
## RESIDENTIAL PLANNED DEVELOPMENT, AS AMENDED
## (INSTITUTIONAL)

| Net Site Area Square Feet | Acres | General Description of Land Use | Max. F.A.R. | Max. % of Land Covered |
|---|---|---|---|---|
| 313,792 | 7.19 | Medical and Related Uses Laboratories (Clinical & Research). Housing (Nurses, Internes & Residents) | 2.5 | 45% |

THE ABOVE NOTED REGULATIONS RELATE TO THE ULTIMATE DEVELOPMENT WITHIN THE PLANNED DEVELOPMENT AREA. INTERIM STAGES OF DEVELOPMENT MAY EXCEED THESE PERMITTED STANDARDS SUBJECT TO THE APPROVAL OF THE DEPARTMENT OF DEVELOPMENT & PLANNING.

Gross Site Area = Net Site Area 7.19 Acres plus Area of Right-of-Way 2.3 Acres = 9.49 Acres.

Maximum permitted F.A.R. for Total Net Site Area = 2.5

Present Population:
- A. Medical and Related Uses
  - 1. Number of Beds 600
  - 2. Number of Attending Doctors 235
  - 3. Number of Employees (Maximum in one shift) 550 (Includes 100 nurses, internes and residents).
- B. Housing
  - 1. Nurses and Student Nurses 150
  - 2. Internes and Residents 70

Minimum number of off-street parking spaces for Medical and Related Uses; Laboratories (Clinical and Research); Housing (Nurses, Internes and Residents): 618 spaces. Actual number of PARKING SPACES 680.

Off-street parking and loading requirements for proposed Medical and Related Uses, Laboratories (Clinical and Research), Housing (Nurses, Internes and Residents) shall be provided as authorized by the R5 General Residence District classification of the Chicago Zoning Ordinance.

Minimum Periphery Setbacks:
- A. Boundary and Front Yard Setbacks 15 FEET.
- B. Boundary and Side Yard Setbacks 8 FEET.

Minimum Distances between Buildings:
- A. Patient Room Facings 24 FEET.
- B. End and Face Walls 24 FEET.

SETBACK AND YARD REQUIREMENTS MAY BE ADJUSTED WHERE REQUIRED TO PERMIT CONFORMANCE TO THE PATTERN OF, OR ARCHITECTURAL ARRANGEMENT RELATED TO, EXISTING STRUCTURES, OR WHEN NECESSARY BECAUSE OF TECHNICAL REASONS, SUBJECT TO THE APPROVAL OF THE DEPARTMENT OF DEVELOPMENT AND PLANNING.

Maximum percent of land covered (for total Net Site Area) = 45%

APPLICANT: Illinois Masonic Medical Center

DATE: September 17, 1969

*Reclassification of Area Shown on Map No. 17-H.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R1 Single Family Residence District symbols and indications as shown on Map No. 17-H in the area bounded by

the alley next north of and parallel to W. Pratt Avenue; a line 122 feet east of N. Western Avenue; W. Pratt Avenue; and a line 108 feet east of N. Western Avenue,

to those of a B4-2 Restricted Service District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification of Area Shown on Map No. 18-D.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District and all the B4-2 Restricted Service District symbols and indications as shown on Map No. 18-D in the area bounded by

E. 75th Street; S. Harper Avenue; E. 75th Place; and a line 38 feet west of S. Harper Avenue,

to those of a C2-2 General Commercial District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification of Area Shown on Map No. 26-F.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 26-F in the area bounded by

a line 163 feet north of W. 111th Street; S. State Street; a line 132 feet north of W. 111th Street; and the alley next west of and parallel to S. State Street,

to those of a C1-1 Restricted Commercial District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification of Area Shown on Map No. 28-H.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R1 Single Family Residence District symbols and indications as shown on Map No. 28-H in the area bounded by

W. 112th Place; a line 290 feet east of S. Western Avenue; a line 100 feet south of W. 112th Place; S. Oakley Avenue; W. 113th Place; and S. Western Avenue,

to the designation of a Residential Planned Development which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part hereof and to no others.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[Plan of Development attached to this ordinance printed on pages 6433-6437 of this Journal]

*Reclassification of Area Shown on Map No. 28-J.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R2 Single Family Residence District and all the B4-1 Restricted Service District symbols and indications as shown on Map No. 28-J in the area bounded by

W. 111th Street; S. Kedzie Avenue; a line 150 feet south of W. 111th Street; and S. Sawyer Avenue,

to those of a B4-2 Restricted Service District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Alderman Metcalfe moved to pass the two proposed ordinances transmitted with the committee's report, as amended by the committee, and as noted on page 6305 of the Journal of the Proceedings for October 29, 1969. The motion *Prevailed* and said two proposed ordinances *as so amended* were *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Bohling, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—42.

*Nays*—Aldermen Despres, Rayner, Cousins, Simon, McCutcheon—5.

Said two ordinances as passed read respectively as follows:

*Reclassification of Area Shown on Map No. 9-H.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 9-H in the area bounded by

a line 70 feet north of the north line of the right of way of the C.T.A.; the alley next east of and parallel to N. Paulina Street; the north line of the right of way of the C.T.A.; and N. Paulina Street,

to those of a B2-2 Restricted Retail District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification of Area Shown on Map No. 22-E.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance

(Continued on page 6438)

# PLAN OF DEVELOPMENT
# RESIDENTIAL PLANNED DEVELOPMENT
# (INSTITUTIONAL)

## STATEMENTS

1. The area delineated hereon as a "Residential Planned Development" is owned and/or controlled by the Washington and Jane Smith Home.

2. Off-street parking and loading facilities will be provided in compliance with this Plan of Development as authorized by the R4 General Residence District of the Chicago Zoning Ordinance.

3. Any dedication of streets or alleys or adjustments of the rights of way or consolidation or resubdivision of parcels shall require a separate submittal on behalf of the Washington and Jane Smith Home, and approval by the City Council.

4. All applicable official reviews, approvals or permits are required to be obtained by the Washington and Jane Smith Home.

5. Service drives or any other ingress or egress shall be adequately designed and paved in accord with the regulations of the Department of Streets and Sanitation and in compliance with the Municipal Code of Chicago to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking permitted within such paved areas.

6. Use of land will consist of housing for the aged, and related uses as authorized by the Chicago Zoning Ordinance.

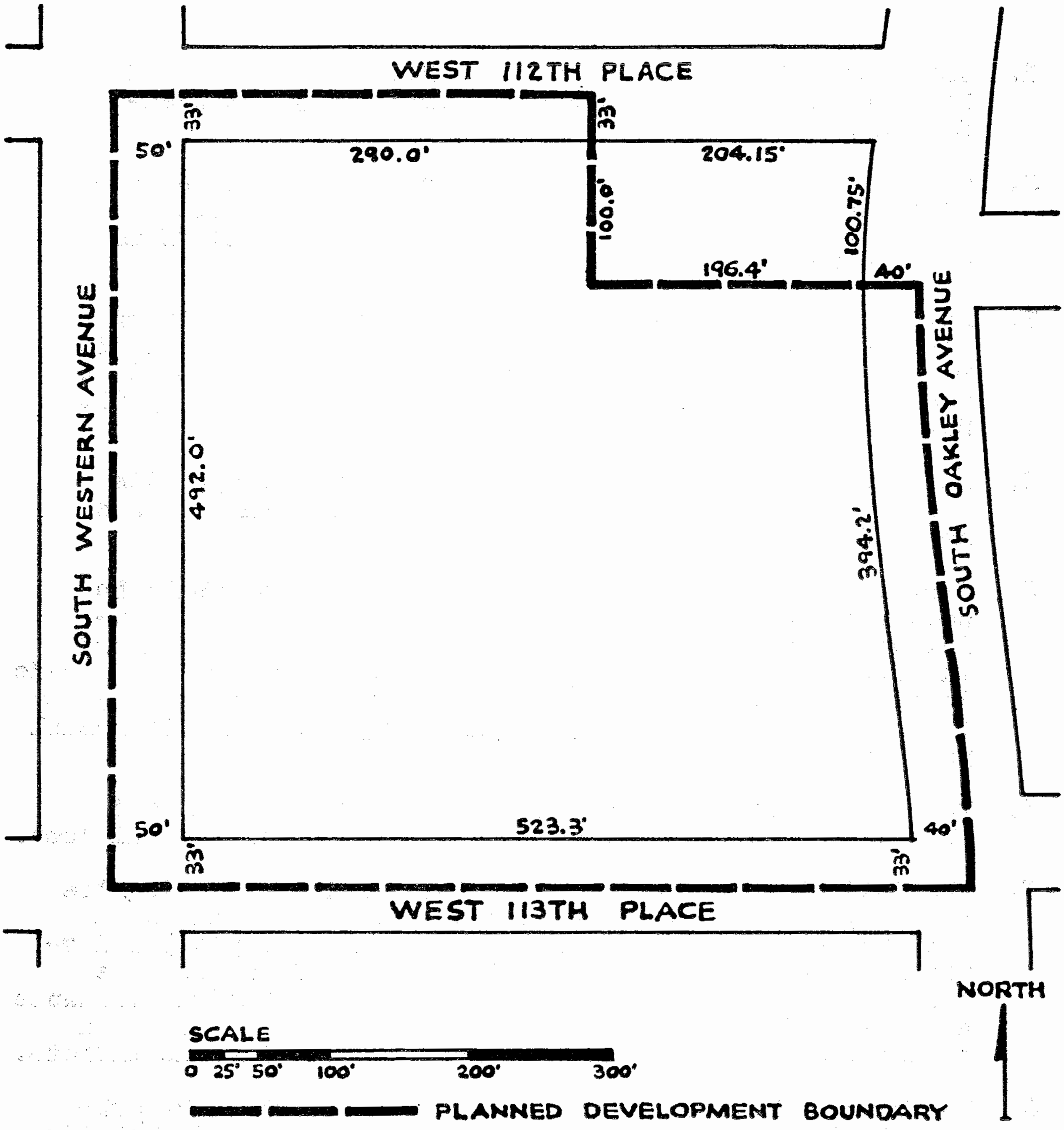
7. The following information sets forth data concerning the property included in said planned development and data concerning a generalized land use plan (site plan) illustrating the development of said property in accordance with the intent and purpose of the Chicago Zoning Ordinance as related to an R4 General Residence District classification and with regulations hereby made applicable thereto.

8. The Plan of Development herewith attached shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Developments," as adopted by the Commissioner of Development and Planning.

**APPLICANT:** The Washington and Jane Smith Home

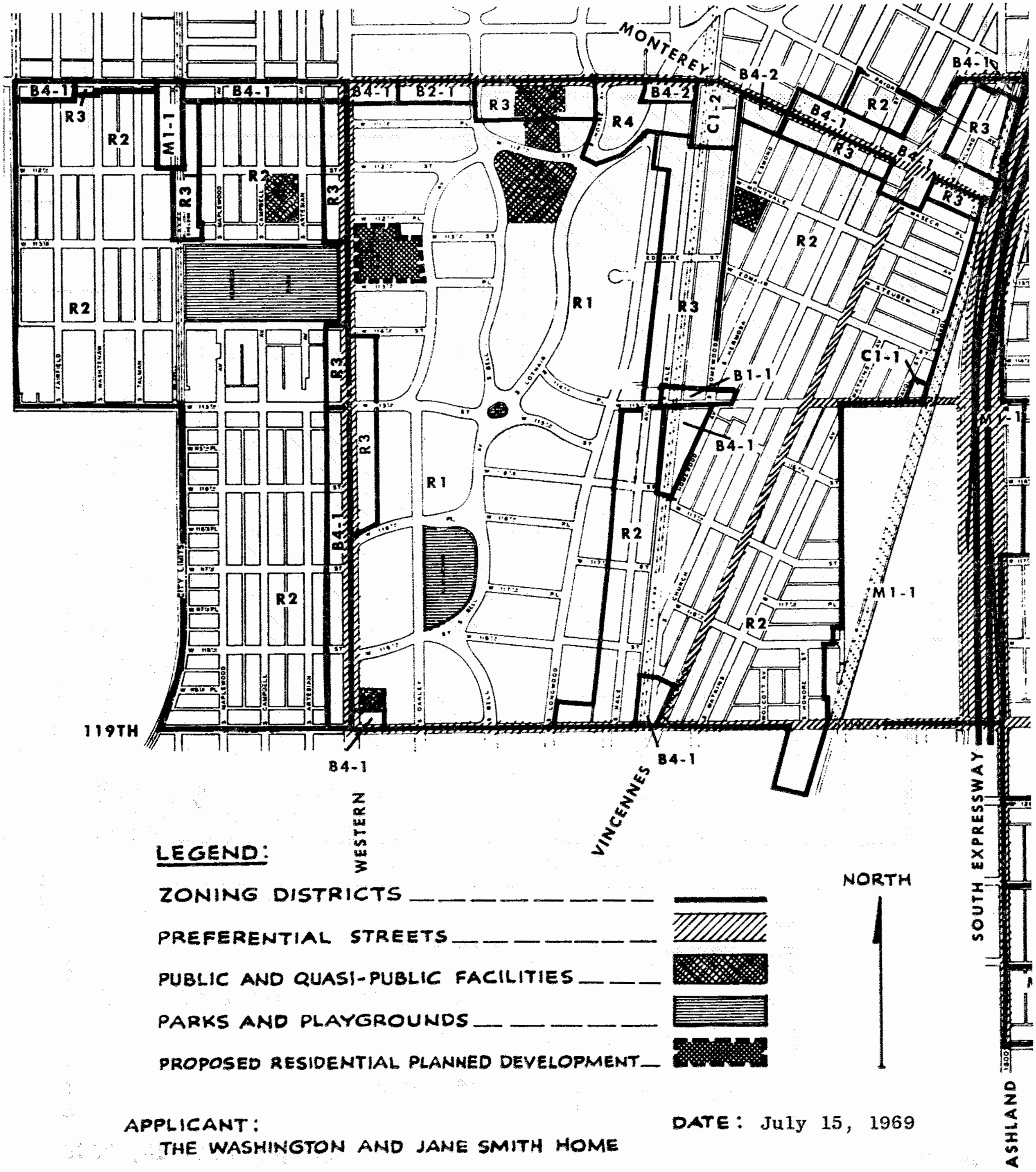
**DATE:** July 15, 1969

## RESIDENTIAL PLANNED DEVELOPMENT
## PROPERTY LINE AND RIGHT-OF-WAY ADJUSTMENTS


WEST 112TH PLACE
33'
33'
50'
290.0'
204.15'
100.0'
100.75'
196.4'
40'
SOUTH WESTERN AVENUE
492.0'
394.2'
SOUTH OAKLEY AVENUE
50'
523.3'
40'
33'
33'
WEST 113TH PLACE
NORTH
SCALE
0 25' 50' 100' 200' 300'
PLANNED DEVELOPMENT BOUNDARY

APPLICANT: DATE: July 15, 1969
THE WASHINGTON AND JANE SMITH HOME

## RESIDENTIAL PLANNED DEVELOPMENT
## EXISTING ZONING AND PREFERENTIAL STREET SYSTEM


MONTEREY
B4-1
R3
R2
M1-1
B4-1
R3
R2
R3
B4-1
B2-1
R3
R4
B4-2
C1-2
B4-2
R2
B4-1
R3
B4-1
R3
R3
R2
R1
R3
C1-1
B1-1
B4-1
R3
R3
R1
R2
B4-1
R2
R2
M1-1
M1-1
CITY LIMITS
FAIRFIELD
WASHTENAW
TALMAN
MARLEWOOD
CAMPBELL
ARTESIAN
OAKLEY
BELL
LONGWOOD
HALE
CHURCH
WOLCOTT AV
HONORE
119TH
B4-1
WESTERN
VINCENNES
B4-1
SOUTH EXPRESSWAY
ASHLAND
NORTH

**LEGEND:**

ZONING DISTRICTS ———————— ▬

PREFERENTIAL STREETS ———————— ▨

PUBLIC AND QUASI-PUBLIC FACILITIES ———— ▩

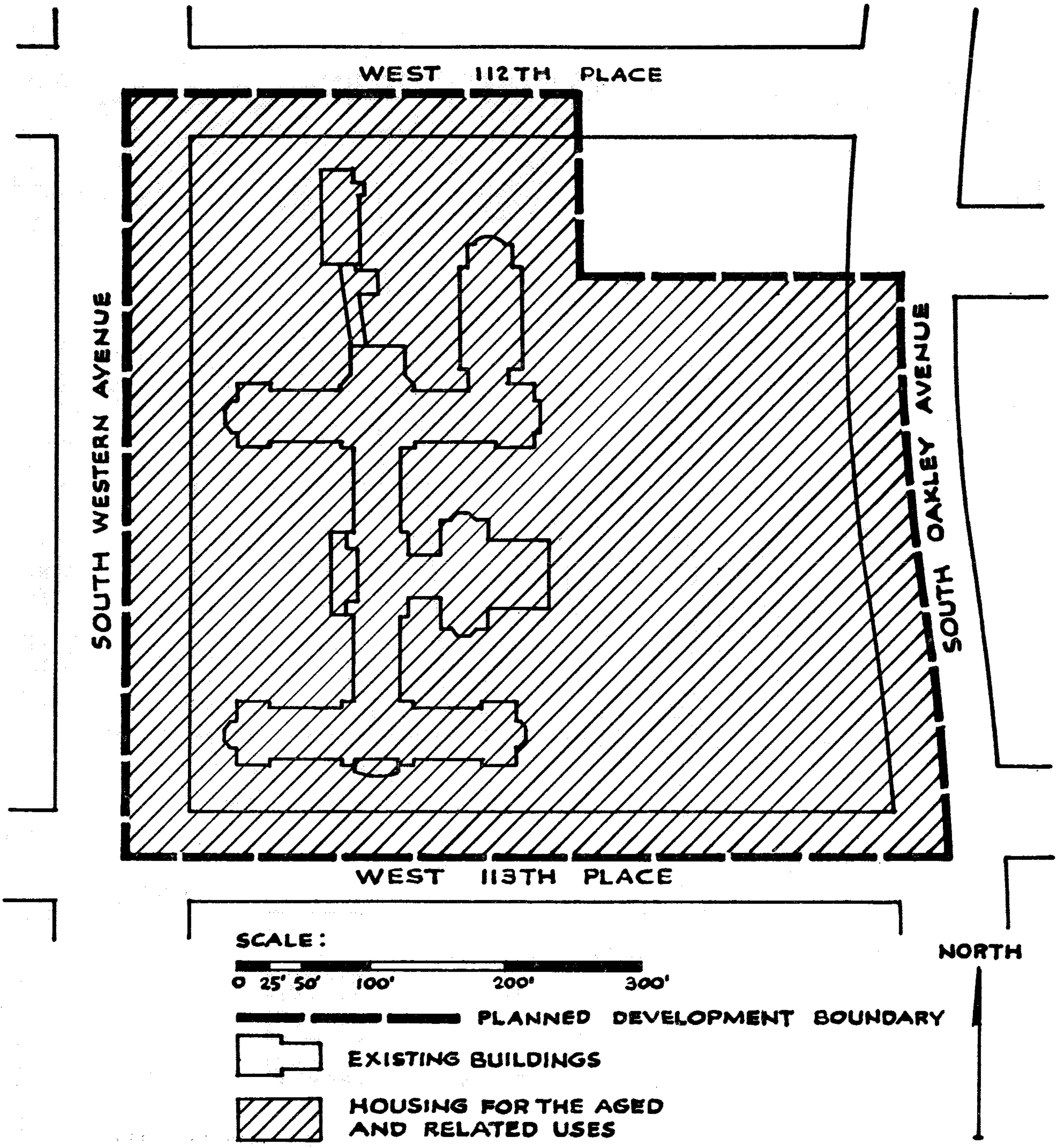
PARKS AND PLAYGROUNDS ———————— ▤

PROPOSED RESIDENTIAL PLANNED DEVELOPMENT— ▩

APPLICANT:
THE WASHINGTON AND JANE SMITH HOME

DATE: July 15, 1969

## RESIDENTIAL PLANNED DEVELOPMENT
## GENERALIZED LAND USE PLAN


WEST 112TH PLACE
SOUTH WESTERN AVENUE
SOUTH OAKLEY AVENUE
WEST 113TH PLACE
SCALE:
0 25' 50' 100' 200' 300'
NORTH
PLANNED DEVELOPMENT BOUNDARY
EXISTING BUILDINGS
HOUSING FOR THE AGED AND RELATED USES

**APPLICANT:**

THE WASHINGTON AND JANE SMITH HOME

**DATE:** July 15, 1969

## Residential Planned Development

## PLANNED DEVELOPMENT USE AND BULK REGULATIONS

| NET SITE AREA | | GENERAL DESCRIPTION OF LAND USE | MAXIMUM FLOOR AREA RATIO | MAXIMUM % OF LAND COVERAGE |
|---|---|---|---|---|
| SQUARE FEET | ACRES | | | |
| 225,792 | 5.18 | Housing for the Aged | 1.2 | 30% |

Gross Site Area = Net Site Area (5.18 Acres) + Area of Public Sts.(1.65 Acres)= 6.83 Acres

Maximum permitted F.A.R. for net site area: 1.2

Number of persons employed: 70.

Number of residents: 190.

Minimum number of parking spaces 42.

Off-Street parking and loading requirements for proposed housing for the aged and related uses shall be provided as authorized by the R4 General Residence District of the Chicago Zoning Ordinance

Minimum periphery setbacks:
Front yard.......15 ft.
Side yard........ 8 ft.

Setback and yard requirements may be adjusted where required to permit conformance to the pattern of, or architectural arrangement related to existing structures, or when necessary, because of technical reasons, subject to the approval of the Department of Development and Planning.

**APPLICANT:** The Washington and Jane Smith Home

**DATE:** July 15th, 1969

(Continued from page 6432)

be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 22-E in the area bounded by

the alley next north of and parallel to E. 95th Street; a line 50 feet east of S. St. Lawrence Avenue; E. 95th Street; and S. St. Lawrence Avenue,

to those of a B4-1 Restricted Service District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

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## *Failed to Pass*—PROPOSED ORDINANCES FOR AMENDMENT OF CHICAGO ZONING ORDINANCE TO RECLASSIFY PARTICULAR AREAS *(Adverse Committee Recommendations)*.

On motion of Alderman Metcalfe the City Council took up for consideration the report of the Committee on Buildings and Zoning deferred and published on October 29, 1969, pages 6305-6306, recommending that the City Council *do not pass* twenty-two proposed ordinances transmitted with the committee's report for amendment of the Chicago Zoning Ordinance to reclassify particular areas.

Alderman Metcalfe moved to *Concur in* the committee's recommendations. The question in reference to each proposed ordinance thereupon became: *Shall the proposed ordinance Pass, notwithstanding the committee's adverse recommendation?;* and the several questions being so put, *each* of the said proposed ordinances *Failed to Pass*, by yeas and nays as follows: *Yeas*—None; *Nays*—47.

Said proposed ordinances which *Failed to Pass* proposed to amend the Chicago Zoning Ordinance to reclassify particular areas, and are summarized as follows:

To classify as a B4-5 Restricted Service District instead of an R6 General Residence District the area bounded by

a line 238.26 feet south of W. North Avenue; N. LaSalle Street; a line 350 feet south of W. North Avenue; and the alley next west of and parallel to N. LaSalle Street (Map No. 3-F);

To classify as an M2-4 General Manufacturing District instead of an R5 General Residence District the area bounded by

a line 2 feet north of the north line of E. 26th Street, or the line thereof if extended where no street exists; the west line of the right of way of the Illinois Central Railroad; a line 97 feet south of the north line of E. 26th Street, or the line thereof if extended where no street exists; the center line of the alley, or a line if extended where no alley exists, next east of and parallel to S. Iglehart Court; a line 203.25 feet south of the north line of E. 26th Street, or the line thereof if extended where no street exists; and S. Iglehart Court (Map No. 6-E);

To classify as a C1-2 Restricted Commercial District instead of a B4-2 Restricted Service District the area bounded by

a line 93.6 feet north of W. George Street; N. Sheffield Avenue; W. George Street; and the alley next west of and parallel to N. Sheffield Avenue (Map No. 7-G);

To classify as an M1-2 Restricted Manufacturing District instead of an R4 General Residence District the area bounded by

W. 37th Street; S. Halsted Street; a line 130 feet south of W. 37th Street; and the alley next west of and parallel to S. Halsted Street (Map No. 8-G);

To classify as an R4 General Residence District instead of an M1-2 Restricted Manufacturing District the area bounded by

W. 35th Street; a line 75 feet west of S. Bell Avenue; the alley next south of and parallel to W. 35th Street; and S. Oakley Avenue (Map No. 8-H);

To classify as a B4-4 Restricted Service District instead of an R7 General Residence District the area bounded by

a line 145 feet north of W. Belmont Avenue; a line 119 feet east of N. Broadway; W. Belmont Avenue; and a line 69 feet east of N. Broadway (Map No. 9-F);

To classify as a B4-1 Restricted Service District instead of a B2-1 Restricted Retail District the area bounded by

a line 144 feet north of W. Addison Street; the alley next east of and parallel to N. Narragansett Avenue; W. Addison Street; and N. Narragansett Avenue (Map No. 9-M);

To classify as an R4 General Residence District instead of an R2 Single Family Residence District the area bounded by

W. Addison Street; N. Melvina Avenue; the alley next south of and parallel to W. Addison Street; and N. Mobile Avenue (Map No. 9-M);

To classify as an R4 General Residence District instead of an R2 Single Family Residence District the area bounded by

W. Eddy Street; the alley next east of and parallel to N. Narragansett Avenue; a line 64 feet 6⅜ inches south of W. Eddy Street; and N. Narragansett Avenue (Map No. 9-M);

To classify as a B4-2 Restricted Service District instead of an M1-2 Restricted Manufacturing District the area bounded by

a line 80 feet north of W. Irving Park Road; N. Hermitage Avenue; W. Irving Park Road; and the alley next west of and parallel to N. Hermitage Avenue (Map No. 11-H);

To classify as a C2-2 General Commercial District instead of a B4-2 Restricted Service District the area bounded by

W. Wilson Avenue; N. Kedzie Avenue; a line 262 feet south of W. Wilson Avenue; and the alley next west of and parallel to N. Kedzie Avenue (Map No. 11-J);

To classify as a B2-1 Restricted Retail District instead of a B1-1 Local Retail District the area bounded by

the alley next north of and parallel to W. Montrose Avenue; N. Melvina Avenue; W. Montrose Avenue; and a line 134 feet west of N. Melvina Avenue (Map No. 11-M);

To classify as an R4 General Residence District instead of a C1-2 Restricted Commercial District the area bounded by

S. Archer Avenue; a line 225 feet northeast of S. Ridgeway Avenue; the alley next southeast of S. Archer Avenue; and a line 75 feet northeast of S. Ridgeway Avenue (Map No. 12-J);

To classify as a B4-1 Restricted Service District instead of an R3 General Residence District the area bounded by

W. 47th Street; S. Avers Avenue; the alley next south of and parallel to W. 47th Street; and S. Springfield Avenue (Map No. 12-J);

To classify as a C1-1 Restricted Commercial District instead of a B4-1 Restricted Service District the area bounded by

W. 47th Street; S. Cicero Avenue; W. 48th Street; and the alley next west of and parallel to S. Cicero Avenue, or the line thereof if extended where no alley exists (Map No. 12-L);

To classify as a B4-2 Restricted Service District instead of a B4-1 Restricted Service District the area bounded by

the alley next north of and parallel to S. Archer Avenue; S. Mayfield Avenue; S. Archer Avenue; and S. Mason Avenue (Map No. 12-M);

To classify as an R4 General Residence District instead of a B4-1 Restricted Service District the area bounded by

the corporate limits of the City of Chicago; S. Sayre Avenue; the north line of W. 51st Place, or the line thereof if extended where no street exists; and a line 488 feet west of S. Sayre Avenue (Map No. 12-N);

To classify as a B4-1 Restricted Service District instead of a B2-1 Restricted Retail District the area bounded by

the alley next north of and parallel to W. Lawrence Avenue; a line 510 feet east of N. Mason Avenue; W. Lawrence Avenue; and a line 344 feet 1¼ inches east of N. Mason Avenue (Map No. 13-M);

To classify as an R4 General Residence District instead of a B4-2 Restricted Service District the area bounded by

the alley next north of and parallel to W. 63rd Street; a line 169 feet east of S. Mason Avenue; W. 63rd Street; and S. Mason Avenue (Map No. 14-M);

To classify as a B4-1 Restricted Service District instead of a B2-1 Restricted Retail District the area bounded by

the alley next north of and parallel to W. Pratt Avenue; a line 155 feet east of N. California Avenue; W. Pratt Avenue; and N. California Avenue (Map No. 17-I);

To classify as a B4-2 Restricted Service District instead of a B4-1 Restricted Service District the area bounded by

W. 85th Place; the alley next east of and parallel to S. Pulaski Road; W. 86th Street; and S. Pulaski Road (Map No. 20-J);

To classify as a C2-2 General Commercial District instead of an R1 Single Family Residence District the area bounded by

a line drawn from a point 132.40 feet south of W. 95th Street and 200 feet west of S. Winston Avenue to a point 83 feet south of W. 95th Street along the west line of S. Winston Avenue; S. Winston Avenue; a line drawn from a point 168.06 feet south of W. 95th Street along the west line of S. Winston Avenue to a point 200 feet west of S. Winston Avenue and 218.18 feet south of W. 95th Street; and a line 200 feet west of S. Winston Avenue (Map No. 24-G).

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### Permission Granted to St. Francis Xavier Cabrini Hospital to Erect and Maintain Flagpole.

On motion of Alderman Metcalfe the City Council took up for consideration the report of the Committee on Buildings and Zoning deferred and published on October 29, 1969, page 6306, recommending that the City Council pass a proposed order transmitted with the committee's report to authorize issuance of permit for the erection and maintenance of a 30-foot flagpole mounted on a concrete base on the parkway of the southeast corner of W. Polk Street and S. Lytle Street.

On motion of Alderman Metcalfe said proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—47.

*Nays*—None.

The following is said order as passed:

*Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to grant permission to St. Francis Xavier Cabrini Hospital, No. 811 S. Lytle Street, to erect and maintain a 30-foot flagpole mounted on a concrete base on the parkway at the southeast corner of W. Polk and S. Lytle Streets (or, as an alternative, on the parkway at the northeast corner of W. Cabrini and S. Lytle Streets).

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### Issuance of Permits Authorized for Erection of Illuminated Signs.

On motion of Alderman Metcalfe the City Council took up for consideration the report of the Committee on Buildings and Zoning deferred and published on October 29, 1969, pages 6306-6307, recommending that the City Council pass four proposed orders transmitted with the committee's report to authorize the issuance of permits for the erection and maintenance of illuminated signs as follows:

| *Permittee* | *Location* | *Dimensions* |
|---|---|---|
| Airway Lincoln Mercury | No. 4900 S. Pulaski Road | 155 square feet |
| Bland Lincoln Mercury | No. 2745 S. State Street | 155 square feet |
| Cragin Savings & Loan Association | No. 5200 W. Fullerton Avenue | 16′6″ x 36′0″ |
| Portage Park Savings & Loan Association | No. 5960 W. Irving Park Road | 165 square feet. |

On separate motions made by Alderman Metcalfe the committee's recommendations were concurred in and *each* of said proposed orders was *Passed.*

### *Re-referred to the Committee on Buildings and Zoning* —PROPOSED ORDER FOR ERECTION AND MAINTENANCE OF ILLUMINATED SIGN.

Alderman Metcalfe moved to *Re-refer* to the Committee on Buildings and Zoning the proposed order recommended for passage by the committee, appearing on page 6307 of the Journal of the Proceedings of October 29, 1969, for issuance of permit to Advance Neon Signs, Inc., No. 7419 S. Stony Island Avenue, for the erection and maintenance of an illuminated sign.

The motion to Re-refer *Prevailed.*

## MISCELLANEOUS BUSINESS.

### Presence of Visitors Noted.

Honorable Richard J. Daley, Mayor, announced the presence at the meeting of Mr. George E. H. Creber, Lord Mayor of Plymouth, England; Mr. Stuart Lloyd Jones, Town Clerk; Mr. Frederick B. White, Sergeant-At-Mace, and Alan K. Rothnie, British Consul General.

The guests acknowledged the introductions and were warmly applauded.

The Mayor then called the Council's attention to the presence in the gallery of the following:

17 students of the American History Class from West Leyden High School, Northlake, Illinois, accompanied by Marian Zedelmaier;

50 students from the Senior Class of Wheaton North High School, accompanied by Mr. Stephen Schada;

16 students from the 8th Grade Class of Little Flower Grammar School (18th Ward), accompanied by Reverend James Kehoe;

50 students from the Senior Class of Siena High School (37th Ward), accompanied by Sister Mary Lucy.

The visitors were welcomed and invited to attend future meetings.

### Time Fixed for Next Succeeding Regular Meeting.

By unanimous consent Alderman Keane thereupon presented a proposed ordinance which reads as follows:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the next succeeding regular meeting of the City Council of the City of Chicago to be held after the regular meeting held on Monday, the seventeenth (17th) day of November, 1969, at 10:00 A.M., be and the same is hereby fixed to be held on Tuesday, the second (2nd) day of December, 1969, at 10:00 A.M., in the Council Chamber in the City Hall.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—47.

*Nays*—None.

### ADJOURNMENT.

Thereupon Alderman Krska moved that the City Council do *Adjourn.* The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Tuesday, December 2, 1969, at 10:00 A.M., in the Council Chamber in the City Hall.

John C. Marcin

JOHN C. MARCIN,
*City Clerk.*

*(Published by Authority of the City Council of the City of Chicago)*

COPY

# JOURNAL *of the* PROCEEDINGS

OF THE

# CITY COUNCIL

OF THE

# CITY OF CHICAGO, ILLINOIS

## Regular Meeting—Tuesday, December 2, 1969

**at 10:00 A.M.**

*(Council Chamber—City Hall—Chicago, Illinois)*

## OFFICIAL RECORD.

### Attendance at Meeting.

*Present*—Honorable Richard J. Daley, Mayor, and Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling.

*Absent*—Aldermen Krska, Simon, Fried.

### Call to Order.

On Tuesday, December 2, 1969, at 10:00 A.M. (the day and hour appointed for the meeting) Honorable Richard J. Daley, Mayor, called the City Council to order. John C. Marcin, City Clerk, called the roll of members and it was found that there were present at that time: Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Laurino, McCutcheon, Singer, Fifielski, Hoellen, O'Rourke, Wigoda—39.

Quorum present.

On motion of Alderman Hines it was ordered noted in the record that Alderman Krska was absent because of illness.

### Invocation.

Dr. Louis Binstock, Rabbi, Temple Sholom, opened the meeting with prayer.

### JOURNAL (November 17, 1969).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on Monday, November 17, 1969, at 10:00 A.M., signed by him as such City Clerk.

Alderman Wigoda moved to *Approve* said printed Official Journal and to dispense with the reading thereof. The question being put, the motion *Prevailed.*

### JOURNAL (November 14, 1969).

The City Clerk submitted the printed Official Journal of the Proceedings of the special meeting held on Friday, November 14, 1969, at 10:00 A.M., signed by him as such City Clerk.

Alderman Wigoda moved to *Approve* said printed Official Journal and to dispense with the reading thereof. The question being put, the motion *Prevailed.*

### Presentation of Football Trophies to Loyola Academy, Lane Tech and Hubbard High Schools, Participants in Prep Bowl Football Championship Games of 1969.

By unanimous consent, the Regular Order of Business was temporarily suspended to present the winner's trophy to Loyola Academy Football Team, winners of the 1969 Chicago High School Football championship contest, the runner-up trophy to Lane Tech High School Football Team, winners of the Public-High School League and to Hubbard High School Football Team, winners of the new Blue-Green Division trophy.

The Mayor, in presenting the members of the winning Loyola Academy team, remarked that Chicago was the only City offering this type of competition. He introduced the Reverend John P. Beall, S.J., Principal; Reverend Robert G. Humbert, S.J., Headmaster and Coach Robert Spoo. He also presented the Co-captains Geoffrey Steger, Mike Miller and John Foran, who accepted the winner's trophy.

Coach Robert Spoo in his remarks to the Council stated that he considered it a matter of great honor to have been able to participate in the game and said that Loyola Academy would wear the City crown with graciousness and pride. Reverend Beall addressing the Council echoed Coach Spoo's statements and said that he was proud of his boys both on and off the field. Reverend Humbert declared that victory had been especially sweet because while the team was considered "small", their bigness didn't show because it was in their hearts. He also wanted everyone to know that the team had been outstanding academically as well as physically. All of the co-captains said that each had considered it an honor to be in attendance at the meeting and all expressed their gratitude and thanks for the trophy. They stated that they had been proud to participate as the Catholic representatives in the annual rivalry.

The Mayor next called to the rostrum the members of the Lane Tech football team, winners of the Public High School Division, led by Coach Al Manasin, and Emil Rothe, Assistant Principal. Co-captain Robert Quast accepted the trophy presented to the Lane Tech team. The Mayor in presenting the members of the team said that he felt that this had been one of the finest teams in the public school system.

Coach Manasin expressed his thanks, stating that he thought it a privilege to be able to compete and commented upon the many fine benefits which accrued as a result of all of Chicago attending the final game. Mr. Rothe extended his congratulations to Loyola Academy and thanked the Mayor and members of the Council for the opportunity to attend the Council meeting. He also expressed his pride in the members of the team and of the entire school.

The Mayor thereupon called to the rostrum the members of the newly created Blue-Green Division of the City Championship. He introduced the members of the Hubbard High School team, Roland Long, Principal, Andrew Gallagher, Coach and Co-captains, John Powers, Pete Beechick, Gerry Olmsted and Bob Longfellow. The co-captains accepted the trophy presented to them and thanked the Mayor and members of the Council. Coach Gallagher also thanked the Mayor and members for the invitation to attend the Council meeting, stating that it was a great honor for his school. Mr. Long expressed his appreciation to all who had supported the team and all the members of the Hubbard High School.

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### PUBLIC HEARING ON BUDGET DOCUMENT FOR YEAR 1970.

Alderman Keane moved that the City Council take up for consideration the matter of public hearing on the proposed Budget Document for the Year 1970 in accordance with State Statutes and with the terms of the order passed by the City Council on November 17, 1969, as is noted on page 6420 of the Journal of the Proceedings of said date. The question being put, the motion *Prevailed.*

Honorable Richard J. Daley, Mayor, thereupon presented the following speakers who addressed the Council:

Lavern W. Kron, Director of Research, The Civic Federation;

Jack H. McIntosh, President, Chicago Real Estate Board;

William J. Frederickson, President, North River Commission;

William G. Bradna, Chairman, Greater Chicago Property Owners' Council;

Joseph LeFevour, President, Fraternal Order of Police;

James A. O'Neil, Lieutenant, Chicago Sergeants' and Lieutenants' Association (Richard M. Barrett, Sergeant, Chicago Police Sergeants' Association was out of town);

Harold Herrick, Patrolman, Chicago Policemen's Association;

Walter Karlbloom, Captain, Chicago Police Captains' Association;

Mrs. Ramona Shiffer, Chicago Crossing Guards' Association;

Daniel Green, Patrolman, Confederation of Patrolmen; and Officers Hackett and Hawkins;

John Tebbens, President, Chicago Firefighters' Union, Local No. 2;

Leslie Outerbridge, Afro-American Firefighters' League of Chicago;

Mrs. Evelyn Morgan, Licensed Practical Nurse Association of Illinois, Division 1; and Mrs. Rosie Shelton, President;

Raymond Kaepplinger, Self;

Miss Janice Moulton, on behalf of Richard H. Moy, M.D.;

Philip S. Krone, Self;

Charles Staples, Hyde Park-Kenwood Community Conference.

At this point in the meeting Alderman Bilandic moved that the City Council do recess for 5 minutes. The question being put, the motion *Prevailed.*

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After recess, Honorable Richard J. Daley, Mayor, called the Council to order.

REGULAR ORDER OF BUSINESS RESUMED.

# REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

### *Referred*—MAYOR'S APPOINTMENT OF GALE SAYERS AS COMMISSIONER OF CHICAGO PARK DISTRICT.

Honorable Richard J. Daley, Mayor, submitted the following communication, which was, at the request of two aldermen present (under the provisions of Council Rule 45) *Referred to the Committee on Forestry and Recreation*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 2, 1969.

*To the Honorable, The City Council of the City of Chicago:*

GENTLEMEN—I appoint Mr. Gale Sayers as a Commissioner of the Chicago Park District to serve for the unexpired term of Mr. Marshall Bynum, deceased, which term ends April 25, 1974.

I respectfully request your approval of this appointment.

Very truly yours,
(Signed) RICHARD J. DALEY,
*Mayor.*

### *Referred*—MAYOR'S REAPPOINTMENT OF JOHN P. KRINGAS AS MEMBER OF ZONING BOARD OF APPEALS.

Honorable Richard J. Daley, Mayor, submitted the following communication, which was, at the request of two aldermen present (under the provisions of Council Rule 45) *Referred to the Committee on Buildings and Zoning:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 2, 1969.

*To the Honorable, The City Council of the City of Chicago:*

GENTLEMEN—I reappoint Mr. John P. Kringas as a member of the Zoning Board of Appeals for a term of five years ending July 1, 1974, and respectfully request your approval of this reappointment.

Very truly yours,
(Signed) RICHARD J. DALEY,
*Mayor.*

### *Referred*—MAYOR'S APPOINTMENT OF VERNER J. SOBALLE AS PORT DIRECTOR OF PORT OF CHICAGO.

Honorable Richard J. Daley, Mayor, submitted the following communication, which was, at the request of two aldermen present (under the provisions of Council Rule 45) *Referred to the Committee on Port of Chicago, Wharves and Bridges:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 2, 1969.

*To the Honorable, The City Council of the City of Chicago:*

GENTLEMEN—I have appointed Mr. Verner J. Soballe as Port Director of the Port of Chicago and respectfully request your approval of this appointment.

Very truly yours,
(Signed) RICHARD J. DALEY,
*Mayor.*

### *Referred*—PROPOSED ORDINANCE TO REQUIRE ELECTION OF FIFTY PERCENT OF PERSONS TO SERVE ON MODEL AREA COUNCILS OF CHICAGO MODEL CITIES PROGRAM.

Honorable Richard J. Daley, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 2, 1969.

*To the Honorable, The City Council of the City of Chicago:*

GENTLEMEN—I transmit herewith an ordinance covering the election of 50% of the persons to serve on the Model Area Councils of the Chicago Model Cities Program.

Your favorable consideration of this ordinance is appreciated.

Very truly yours,
(Signed) RICHARD J. DALEY,
*Mayor.*

### *Referred*—PROPOSED ORDINANCE TO ACCEPT GRANT FROM U.S. DEPT. OF TRANSPORTATION FOR DEMONSTRATION PROJECT TO PROVIDE LOW COST PUBLIC TRANSPORTATION BETWEEN JEFFERSON PARK TERMINAL AND CHICAGO-O'HARE INTERNATIONAL AIRPORT.

Honorable Richard J. Daley, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 2, 1969.

*To the Honorable, The City Council of the City of Chicago:*

GENTLEMEN—I transmit herewith a proposed ordinance accepting a grant in the amount of $132,000.00 from the United States Department of Transportation for a demonstration project to provide low cost public transportation from the new Jefferson Park Terminal along the Kennedy Expressway to the terminal and cargo areas at Chicago-O'Hare International Airport.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) RICHARD J. DALEY,
*Mayor.*

### *Referred*—PROPOSED ORDINANCE TO CREATE NEW CITY DEPT. OF ENVIRONMENTAL CONTROL TO HAVE JURISDICTION OVER AIR AND WATER POLLUTION AND NOISE ABATEMENT.

Honorable Richard J. Daley, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 2, 1969.

*To the Honorable, The City Council of the City of Chicago:*

GENTLEMEN—I transmit herewith for your consideration a proposed ordinance which will establish a new Department of City Government to be known as the Department of Environmental Control. This Department will have jurisdiction over and be responsible for all matters relating to air pollution, water pollution and noise abatement. The Commissioner of the Department will be assisted by the advice and counsel of a seven member advisory board which consist of the Commissioners of the Department of Environmental Control, Health, Water and Buildings, in addition to three citizens appointed from the community at large.

The legal details relating to the realignment of the functions of the Department of Air Pollution Control, Noise Abatement, Water Pollution and Industrial Waste and other factors are being prepared in the Department of Law and will be submitted for consideration to the Committee on Finance at its next meeting which is scheduled for Monday, December 8, 1969.

Your favorable consideration of this proposal will be appreciated.

Very truly yours,
(Signed) RICHARD J. DALEY,
*Mayor.*

### *Referred*—PROPOSED ORDINANCE TO AMEND CHAPTER 14 OF MUNICIPAL CODE TO TRANSFER FUNCTIONS OF BUREAU OF FORESTRY FROM DEPT. OF PUBLIC WORKS TO DEPT. OF STREETS AND SANITATION.

Honorable Richard J. Daley, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 2, 1969.

*To the Honorable, The City Council of the City of Chicago:*

GENTLEMEN—I transmit herewith for your consideration a proposed ordinance which, if adopted, would transfer the functions of the Bureau of Forestry from the Department of Public Works to the Department of Streets and Sanitation. This proposal is submitted following the study which shows that the Department of Streets and Sanitation with its jurisdiction over public ways would be the proper agency for tree removal, branch removal and trimming. Furthermore, the Department of Streets and Sanitation has equipment which is directly related to hauling trees and clearing debris. Combining the resources of these departments will result in a more efficient administration of the tree removal efforts within the city and is expected to result in greater acceleration of the removal of diseased and dangerous trees within the city.

Your approval of this proposed ordinance is requested.

Very truly yours,
(Signed) RICHARD J. DALEY,
*Mayor.*

### *Referred*—PROPOSED ORDINANCE TO AMEND SPECIFIED SECTIONS OF MUNICIPAL CODE TO PROVIDE FOR INCREASE IN WATER RATES CHARGED FOR WATER SERVICE PROVIDED BY CITY.

Honorable Richard J. Daley, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 2, 1969.

*To the Honorable, The City Council of the City of Chicago:*

GENTLEMEN—At the recommendation of the Commissioner of Water and Sewers, I transmit herewith an ordinance amending the Municipal Code of the City of Chicago to provide for an increase in the water rates charged for water service provided by the City of Chicago. This recommendation is based upon a comprehensive study and evaluation of Revenue Requirements of the Chicago Water System prepared by Alvord, Burdick & Howson and attached hereto.

These increases represent the first such increase for this essential commodity since 1961 and reflect the rising cost involved in supplying the same.

Very truly yours,
(Signed) RICHARD J. DALEY,
*Mayor.*

### Tribute Paid to Late Joseph P. Kennedy.

Honorable Richard J. Daley, Mayor, on behalf of himself and the other members of the City Council presented the following proposed resolution:

WHEREAS, Almighty God, in His Infinite Wisdom, has summoned to eternal life Joseph Patrick Kennedy, former ambassador to the Court of St. James's; and

WHEREAS, Ambassador Kennedy's origins had much to do with the shaping of his character—the ability to risk much in order to gain much, the will to succeed and to achieve, the toughness that endures struggle, the impulse toward excellence—these elements all made their appearance in the young man's first determined efforts within the Irish community of Boston, and despite the many worlds in which he lived, the shaping origins were never forgotten; and

WHEREAS, Ambassador Kennedy's career in business and finance are legendary; in banking, in real estate, in securities, in entertainment, he repeatedly exhibited the spectacular abilities that created one of the great fortunes of modern times; and

WHEREAS, Ambassador Kennedy earned public respect by performing in an exemplary fashion in the public service: as the first chairman of the Securities and Exchange Commission by appointment of President Franklin Delano Roosevelt he was responsible for writing stringent regulations for the protection of millions of investors; he served with distinction again when, as chairman of the Maritime Commission, he sought to reorganize the nation's merchant navy; he was then selected to serve as America's diplomatic representative in London as Ambassador to the Court of St. James's; and

WHEREAS, Joseph Kennedy was privileged to have as his wife a most remarkable woman, the gallant and magnificent Rose Fitzgerald Kennedy; together they raised what is without doubt one of the most extraordinary families in American history; and

WHEREAS, Ambassador Kennedy will long be remembered as the patriarch of a family that has captured the public imagination as have few others; as father of President John F. Kennedy and Senators Robert F. and Edward M. Kennedy, he reared men of courage and of hope, men with the rare gift of sensing, of articulating, and shaping the aspirations of a great nation; and

WHEREAS, Joseph Kennedy, through triumph and through tragedy, believed that "the measure of a man's success in life is not the money he's made. It's the kind of family he's raised." By this standard Joseph Kennedy was successful indeed, and it was a success in which we all share; now, therefore,

*Be It Resolved,* That the Mayor and members of the City Council of the City of Chicago, in meeting assembled this 2nd day of December, A.D. 1969, publicly declare their sense of loss in the death of Ambassador Joseph P. Kennedy and extend to his family their sincere sympathy; and

*Be It Further Resolved,* That this memorial resolution be spread upon the Permanent Record of the Proceedings of the City Council and that a suitable copy thereof be presented to Mrs. Rose Kennedy.

Alderman Keane moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed resolution. The motion *Prevailed.*

On motion of Alderman Keane the foregoing proposed resolution was *Adopted,* unanimously, by a rising vote.

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**Tribute Paid to Late Detective Oliver Singleton.**

Honorable Richard J. Daley, Mayor, on behalf of himself and the other members of the City Council presented the following proposed resolution:

WHEREAS, Almighty God, in His Infinite Wisdom, has called to his eternal reward, on November 27, 1969, Chicago Police Detective Oliver Singleton, who was wounded during a gun battle earlier this year; and

WHEREAS, Police Detective Singleton was a member of the Criminal Intelligence Unit of the Chicago Police Department; he was recognized throughout the Department as an exceptional policeman exercising that professionalism and devotion to duty which serves to regenerate, support and continue the high standards of the Chicago Police Department. The annals of bravery are enhanced by the fine police work accomplished by Detective Singleton, who had been assigned, among other policemen, to watch a certain plant which was believed to have been intended to be involved in the robbery of an armored car which serviced the plant. After having staked out the plant for three nights, three men were observed by police entering the driveway to the plant in an automobile; Detective Singleton and his partner drove their car onto the driveway blocking the path of the approaching automobile. The policemen announced their office and thereafter one of the three men jumped from their car and sprayed the officer's car with bullets. The policemen returned the fire, killing two of the three men. Detective Singleton was paralyzed from the neck down and lay near death for several days and thereafter entered upon the road to recovery. While still a patient at the Rehabilitation Institute, Detective Singleton was asked to testify against the surviving robber, from a stretcher in the courtroom, and his testimony was considered by the State's Attorney as having been critical for the case in which conviction was achieved; and

WHEREAS, Detective Singleton did not sacrifice his life in vain, but serves as an heroic example of all policemen who chose their careers with full knowledge that their service might at any moment demand the supreme sacrifice; we are again impressed with a greater appreciation of the valor of our City's policemen, who are called upon routinely to face hazardous situations and circumstances similar to that which took place involving Detective Singleton; now, therefore,

*Be It Resolved,* That the Mayor and members of the City Council of the City of Chicago, in meeting assembled this 2nd day of December, A.D. 1969, together with all the people of the City, by this resolution, hereby express our profound sorrow and regret upon the death of Police Detective Oliver Singleton, and further express their condolences to his wife, Patricia, his parents, Oliver and Rosalia, his sisters, Doralyn Young and Sally Haynes, and his brother, Robert; and

*Be It Further Resolved,* That as a mark of respect to his memory, this resolution be spread upon the Permanent Record of the Proceedings of the City Council of the City of Chicago, and that a suitable copy thereof be presented to the family of Police Detective Oliver Singleton.

Alderman Holman moved to *Suspend the Rules Temporarily,* to permit immediate consideration of and action upon said proposed resolution. The motion *Prevailed.*

On motion of Alderman Holman (seconded by Alderman Frost) the foregoing proposed resolution was *Adopted,* unanimously, by a rising vote.

### Tribute Paid to Late Patrolmen Frank G. Rappaport and John Gilhooly, Jr.

Honorable Richard J. Daley, Mayor, on behalf of himself and the other members of the City Council presented the following proposed resolution:

> WHEREAS, Almighty God, in His Infinite Wisdom, has taken from our midst Patrolmen Frank G. Rappaport and John Gilhooly, Jr., of the Chicago Police Department; and
>
> WHEREAS, Patrolmen Rappaport and Gilhooly died in a gun battle in the darkness of dawn on Thursday, November 13, 1969; their lives were taken in an effort to protect the lives of others; and
>
> WHEREAS, Patrolman Rappaport was 32 years old, married and the father of three children; he had wanted to be a policeman from the time when he was himself a child; he grew up on the south side of Chicago and attended Hirsch High School; he served in the United States Army for three years; and
>
> WHEREAS, Patrolman Gilhooly died two weeks before his 23rd birthday; he came from a family of policemen and was to be married in May; he had served in the United States Navy; and
>
> WHEREAS, Both Patrolman Rappaport and Patrolman Gilhooly, the sixth and seventh Chicago policemen to die in the line of duty this year, were brave and selfless men, fully aware that they might at any moment be called upon to give up their lives for the lives of their fellowmen, despite their youth, despite their vigor, and despite the hopeful future they might otherwise have enjoyed; and
>
> WHEREAS, The grievous loss of these valorous men, both to their families and to this community, presents an occasion again for us to remember that each policeman has sworn to preserve the peace and protect the public regardless of the cost to the policeman; now, therefore,
>
> *Be It Resolved,* That the Mayor and members of the City Council of the City of Chicago, in meeting assembled this 2nd day of December, A.D. 1969, in behalf of all the people of Chicago, do hereby acknowledge their sorrow and deep sense of loss at the deaths of Patrolman Frank G. Rappaport, and Patrolman John J. Gilhooly, Jr., men of uncommon courage; and express their sincere sympathy to their families; and
>
> *Be It Further Resolved,* That as a mark of respect to their memory, this memorial resolution be spread upon the Permanent Record of the City Council, and that suitable copies thereof be presented to the families of Patrolman Frank G. Rappaport and Patrolman John J. Gilhooly, Jr.

Alderman Burke moved to *Suspend the Rules Temporarily,* to permit immediate consideration of and action upon said proposed resolution. The motion *Prevailed.*

On motion of Alderman Burke the foregoing proposed resolution was *Adopted,* unanimously, by a rising vote.

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### Tribute Paid to Late Judge Benjamin Wham.

Honorable Richard J. Daley, Mayor, on behalf of himself and the other members of the City Council presented the following proposed resolution:

> WHEREAS, Almighty God, in His Infinite Wisdom, has called to his eternal reward Benjamin Wham, Judge of the Circuit Court of Cook County; and
>
> WHEREAS, Judge Wham devoted more than a half century to the practice of law, being admitted to the Illinois bar in 1917, and practicing in Chicago since 1920; and
>
> WHEREAS, Judge Wham gave freely of his time both to his profession and to the public service; he was elected president of the Illinois Bar Association and served as governor of the American Bar Association; he was vice president of the Chicago Crime Commission from 1943 to 1948, and in 1943 was Chairman of the Illinois Public Health Commission; and
>
> WHEREAS, Judge Wham's legal prominence was recognized in his election in 1962 to the Superior Court and subsequently to the Circuit Court of Cook County where he served with ability, integrity and compassion; now, therefore,
>
> *Be It Resolved,* That the Mayor and members of the City Council of the City of Chicago, in meeting assembled this 2nd day of December, A.D. 1969, in behalf of the people of Chicago publicly express their deep regret at the passing of Judge Benjamin Wham, and their sincere sympathy to his family; and
>
> *Be It Further Resolved,* That a suitable copy of this memorial resolution be presented to the family of Judge Wham.

Alderman O'Rourke moved to *Suspend the Rules Temporarily,* to permit immediate consideration of and action upon said proposed resolution. The motion *Prevailed.*

On motion of Alderman O'Rourke the foregoing proposed resolution was *Adopted,* unanimously, by a rising vote.

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### *CITY COUNCIL INFORMED AS TO MISCELLANEOUS DOCUMENTS FILED OR RECEIVED IN CITY CLERK'S OFFICE.*

John C. Marcin, City Clerk, informed the City Council that documents have been filed or received in his office, relating to the respective subjects designated, as follows:

#### *Proclamations.*

Proclamations of Honorable Richard J. Daley, Mayor, designating times for special observances as follows:

"10th Austrian Province Day In Chicago": Wednesday, November 19, 1969;
"Toys For Tots Week": December 8th through December 14th, 1969;
"Latvian Days in Chicago": November 16th through 21st, 1969;
"Kitchen Week in Chicago": December 1 through December 7, 1969.

#### *Acceptance and Bond under Ordinance.*

Also acceptance and bond of Air Products and Chemicals, under an ordinance passed on October 29, 1969 (steel pipe with sleeve); filed on November 21, 1969.

#### *Reports and Documents of Commonwealth Edison Co.*

Also a communication (received on December 1, 1969) signed by William H. Colwell, Secretary of the

Commonwealth Edison Company, which reads as follows:

> "Pursuant to the provision of the 1948 Franchise Ordinance granted to this Company, I am enclosing copies of reports of the Company, as listed below:
>
> Monthly report to Illinois Commerce Commission with respect to routine transactions with affiliates for the month of October, 1969.
>
> Statement, dated November 20, 1969, for bills issued in December, 1969, to Illinois Commerce Commission related to Standard Contract Rider No. 20.
>
> Monthly statement to Federal Power Commission (F.P.C. Form No. 5), of electric operating revenues and income for the month of October, 1969.
>
> Monthly power statement to Federal Power Commission (F.P.C. Form 12-E), for the month of September, 1969".

### *Oath of Office.*

Also the oath of office of John E. Peterson as a Member of the Retirement Board Employees' Annuity and Benefit Fund of Chicago, filed on November 26, 1969.

### *State Approval of Ordinances Concerning M.F.T. Projects.*

Also communications from G. T. March, District Engineer, dated November 17 and 18, 1969, announcing that the Division of Highways of the Department of Public Works and Buildings of the State of Illinois has approved ordinances passed by the City Council on the dates noted in parenthesis relating to the respective subjects specified (involving expenditures of motor fuel tax funds), as follows:

> Funds increased for construction of W. 35th Street Bridge (Section 35th Street 0909.2-CS) (October 8, 1969);
>
> Authority granted for cleaning and repair of sewers and appurtenances in Streets and State Highways during 1969 (October 8, 1969);
>
> Funds authorized for pavement repairs in Improved Streets, County and State Highways during Year 1969 (Section Curb and Gutter) (October 29, 1969);
>
> Transfer authorized to Sewer Bond Fund Account 496-6875 of certain monies from City's share for construction, etc. of Downtown (Loop) Sewer System (Contract No. 1-D) (Section Madison Street 1010.2-CS) (October 29, 1969);
>
> Transfer authorized to Sewer Bond Fund Account 496-6875 of certain monies from City's Share for construction, etc. of Laflin Street Sewer System (Contract No. 2) (Section Laflin 2020-CS) (October 29, 1969).

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## *CITY COUNCIL INFORMED AS TO CERTAIN ACTIONS TAKEN.*

### *Pamphlet Publication of Ordinances.*

The City Clerk informed the City Council that all those ordinances which were passed by the City Council on November 17, 1969, and which were required by statute to be published in book or pamphlet form or in one or more newspapers, were published in pamphlet form on December 1, 1969 by being printed in full text in printed pamphlet copies of the Journal of the Proceedings of the City Council of the regular meeting held on November 17, 1969 [published by authority of the City Council in accordance with the provisions of Section 5-5 of the Municipal Code of Chicago, as passed on December 22, 1947], which printed pamphlet copies were delivered to the City Clerk on December 1, 1969.

### *Newspaper Publication of Notice of Public Hearing on Budget Document for Year 1970.*

The City Clerk further informed the City Council that on November 18, 1969, he had published in *Chicago Today,* a newspaper of general circulation published in the City of Chicago, notice of public hearing to be held on Tuesday, December 2, 1969, at 10:00 A.M., in the Council Chamber, City Hall, on the Budget Document for the year 1970.

### *Recording of Certified Copies and Proper Maps of Annexation Ordinance.*

The City Clerk further informed the City Council that he was notified by the City Comptroller that on September 8, 10 and December 1, 1969, respectively, he recorded a certified copy of an ordinance passed on July 29, 1969, annexing certain unincorporated and uninhabited territory in Sections 1, 12 and 13 in Township 40 North, Range 11 East of the Third Principal Meridian in Du Page County and part of Section 18, Township 40 North, Range 12 East of the Third Principal Meridian in Cook County, together with a proper map and recorded as Documents No. 20951061 and No. 20944185, respectively, with the County Recorder of Cook County; and that on November 7, 1969, a certified copy and proper map were filed with the Recorder of Deeds of Du Page County, Document No. R 69 48494.

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## *MISCELLANEOUS COMMUNICATIONS, REPORTS, ETC. REQUIRING COUNCIL ACTION (TRANSMITTED TO CITY COUNCIL BY CITY CLERK).*

The City Clerk transmitted communications, reports, etc., relating to the respective subjects listed below, which were acted upon by the City Council in each case in the manner noted, as follows:

### *Court Decision.*

A communication from the Law Department signed by Richard F. Friedman, Assistant Corporation Counsel, and by Marvin E. Aspen, Head of Appeals and Review Division, advising the City Council that on November 20, 1969 in a cause entitled *People ex rel. Ryan v. Civil Service Commission of the City of Chicago and Orlando W. Wilson, Illinois Appellate Court, No. 52733,* the court rendered an opinion, reversing the judgment of the Circuit Court of Cook County. Plaintiff's certification of eligibility for appointment as Patrolman in the Chicago Police Department was disapproved because of a physical disability. A Writ of Mandamus was issued by the Circuit Court ordering certification and appointment as Patrolman in the Chicago Police Department. The Appellate Court of Illinois held that plaintiff's remedy was by way of Administrative Review, not by Mandamus and that even though certified as Patrolman the plaintiff was subject to physical examination prior to appointment. The order of the Circuit Court is hereby *Reversed.* —*Placed on File.*

### *Zoning Reclassifications of Particular Areas.*

Also applications (in triplicate) together with the proposed ordinances for amendment of the Chicago Zoning Ordinance, as amended, for the purpose of reclassifying particular areas, which were *Referred to the Committee on Buildings and Zoning,* as follows:

Evanston Trust and Savings Bank, as Trustee in Trust No. 674—to classify as a B4-2 Restricted Service District instead of an R4 General Residence District the area shown on Map No. 11-H bounded by

W. Lawrence Avenue; N. Paulina Street; a line 55 feet south of W. Lawrence Avenue; and the alley next west of and parallel to N. Paulina Street;

Peter Karras—to classify as a B4-1 Restricted Service District instead of a B3-1 General Retail District the area shown on Map No. 5-N bounded by

the alley next north of and parallel to W. North Avenue; N. Oak Park Avenue; W. North Avenue; and N. Newcastle Avenue;

William A. Torok for Union National Bank of Chicago, Trust No. 38—to classify as an M1-1 Restricted Manufacturing District instead of an R2 Single Family Residence District the area shown on Map No. 28-G bounded by

W. 115th Street; S. Carpenter Street; the alley next south of and parallel to W. 115th Street; and S. Aberdeen Street.

### *Recommendations by Commissioner of Development and Planning and Zoning Administrator Pertaining to Specified Amendments to Chicago Zoning Ordinance.*

Also a communication signed by Lewis W. Hill, Commissioner of the Department of Development and Planning under date of November 17 1969, showing recommendations of the Commissioner and the Zoning Administrator concerning zoning amendments for which public hearings were held on November 14, 1969 in accordance with provisions of Section 11.9-4 of the Chicago Zoning Ordinance as passed by the City Council on January 31, 1969.—*Placed on File.*

### *Claims against City of Chicago.*

Also claims against the City of Chicago, which were *Referred to the Committee on Finance,* filed by the following:

Allstate Insurance (3) Tom Creighton, T. Doering and Pete L. Lambert, Als Tire and Supply Co., Michael A. Anastasia, Don Anderson, Nancy Atwater, Gene Barmann, Jack Begun, John Broccolo, Lola Cartuyvels, Wilbur Case, Edward Conley, Dewey Insurance Agency, Inc. and Walter M. Pula, Sr., John J. Duffy, Florence A. Ferman, William Gamboney, Paul Gendel, Herman L. Getner, Gordon Baking Co., Grand Trunk Western Railroad Co., Emma L. Greer, Joe Harris, William Hill, Marian Hurwich, Mrs. Teareather Johnson for daughter Rebecca Ellis, Arthur Korchmer, Michael F. Kraske, Frank Matthesius, Motors Insurance Corp. and Cars for Commerce No. 6092, National Car Rental System, Inc., Joselin M. Ortiz, Jewel Palmer, James Porcaro, Reliance Insurance Co. and United Light Inc. & United Lighting Fixtures and Supply Co., William A. Ryan, Richard J. Sanhamel and George J. Botich, Dewey Sanitago, Marie Schable, Catherine Scott, Franklin Scott, Ira Shapiro, Fred Shep, Smithereen Exterminating Co., Barbara Sternig, Steven L. Amdur Realty Co. Inc., Robert Stone, John C. Svensson, Wilbur Templeton, William Tokowitz, U. S. Fidelity and Guaranty Co., Warner Williamson, Clairice Winkel.

### *Settlements of Suits with Entries of Judgments against City.*

Also a report from the Corporation Counsel addressed to the City Council under date of December 1, 1969 (signed by Brian M. Kilgallon, Assistant Corporation Counsel), as to suits against the City of Chicago in which settlements were made and judgments entered.—*Referred to the Committee on Finance.*

### *Referred*—BIDS FOR PURCHASE OF CITY-OWNED PROPERTY AT NO. 1072 W. FRY ST., NO. 2428 S. COTTAGE GROVE AV. AND NOS. 1700-1702 W. NORTH AV.

The City Clerk transmitted three communications from Otto H. Loser, City Comptroller under dates of November 19, December 1 and 2, 1969, reading as follows:

"Transmitted herewith, one (1) sealed bid received in this office in response to advertisement for sale of City-owned property at 1072 W. Fry Street, Chicago, Illinois authorized by ordinance passed on September 17, 1969, page 6167, Council Journal".

"Transmitted herewith, one sealed bid received in this office in response to advertisement for sale of City-owned property at 2428 S. Cottage Grove Avenue, authorized by ordinance passed September 17, 1969, pages 6166-67, Council Journal".

"Transmitted herewith, one sealed bid received in this office in response to advertisement for sale of City-owned property at 1700-1702 W. North Avenue, authorized by ordinance passed on November 15, 1968, page 3742, Council Journal".

On motion of Alderman Keane the bids submitted with the foregoing communications were ordered opened and read, and were then *Referred to the Committee on Finance.* The following is a summary of said bids:

*No. 1072 W. Fry Street*

Bidder: AVNET, Inc. Corp., c/o Grossman, Kasakoff, Magid and Silverman, 110 S. Dearborn Street, Chicago, Illinois; amount bid $7,650.00; deposit $765.00 (certified check);

*No. 2428 S. Cottage Grove Avenue*

Bidder: Marshall A. and David L. Stucker, 2412 S. Cottage Grove Avenue, Chicago, Illinois; amount bid $1,875.00; deposit $187.50 (cashier's check);

*Nos. 1700-1702 W. North Avenue*

Bidder: Robert I. Berry, President, Peterson Electric Panel Mfg. Co., 1706 W. North Avenue, Chicago, Illinois; amount bid $13,000.00; deposit $1,300.00 (certified check).

### *Referred*—Proposed Ordinances Recommended by Board of Local Improvements for Construction of Sidewalks and for Alley and Street Improvements.

The City Clerk transmitted the following communications addressed to him under dates of October 28 and November 24 and 25, 1969 (signed by Raymond F. Gleason, Acting Secretary of the Board of Local Improvements), which were together with the proposed ordinances transmitted therewith, *Referred to the Committee on Local Industries, Streets and Alleys,* as follows:

"Submitted herewith is an improvement ordinance for presentation to the City Council at its next regular meeting, December 2, 1969:

Ward 18—Construction of a concrete sidewalk six (6) feet in width and one (1) foot from the lot line towards the curb line in a system of streets:

North side of W. 75th Place from the west curb line of S. Lawndale Avenue to a point approximately one hundred twenty-five (125) feet west of the west curb line of S. Lawndale Avenue, etc.".

"Submitted herewith are six (6) improvement ordinances for presentation to the City Council at its next regular meeting, December 2, 1969:

"As provided in the Local Improvement Act, the Board has held public hearings on said improvements with reference to the extent, nature, kind, character and estimated cost thereof and recommends passage of said ordinances.

Ward 10—Grading, paving and improving S. Ewing Avenue from the existing pavement thirty-three (33) feet north of the south line of E. 114th Street to the south line of E. 115th Street;

Ward 13—Grading and paving alley between W. 60th Place, W. 61st Street, S. Hamlin Avenue and S. Springfield Avenue;

Ward 21—Grading and paving alley between W. 95th Street, W. 96th Street, S. Union Avenue and S. Emerald Avenue, etc.;

Ward 21—Grading and paving alley between W. 92nd Street, W. 93rd Street, S. LaSalle Street and S. Wentworth Avenue;

Ward 21—Grading and paving alleys between W. 102nd Street, W. 103rd Street, S. Wentworth Avenue and S. Yale Avenue, etc.;

Ward 23—Grading and paving alleys between W. 54th Street, W. Archer Avenue, S. Newland Avenue and S. Sayre Avenue".

"Submitted herewith are two (2) improvement ordinances for presentation to the City Council at its next regular meeting, December 2, 1969:

"As provided in the Local Improvement Act, the Board has held public hearings on said improvements with reference to the extent, nature, kind, character and estimated cost thereof and recommends passage of said ordinances.

Ward 13—Grading and paving alley between W. 63rd Street, W. 63rd Place, S. Lawndale Avenue, S. Hamlin Avenue, etc.;

Ward 21—Grading, paving and improving S. Carpenter Street from the south line of W. 96th Street to the north line of W. 97th Street."

"Submitted herewith are three (3) improvement ordinances for presentation to the City Council at its next regular meeting, December 2, 1969:

"As provided in the Local Improvement Act, the Board has held public hearings on said improvements with reference to the extent, nature, kind, character and estimated cost thereof and recommends passage of said ordinances.

Ward 12—Grading and paving alleys between W. 35th Place, W. 36th Street, S. Rockwell Street and S. Washtenaw Avenue;

Ward 41—Grading and paving alleys between W. Higgins Avenue, W. Berwyn Avenue, N. Oak Park Avenue and N. Newcastle Avenue;

Ward 41—Grading, paving and improving a system of streets as follows:

W. Summerdale Avenue from the west line of N. Newland Avenue to the west line of N. Mont Clare Avenue, etc. (W. Summerdale Avenue System)."

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### *Placed on File*—Notifications as to Selections of Proxies to Affix Signatures of Mayor and City Comptroller to City of Chicago Tax Anticipation Warrants for Year 1969.

The City Clerk transmitted the following communications, which were *Placed on File:*

Office of the Mayor
City of Chicago

December 2, 1969.

*To the Honorable, The City Council of the City of Chicago:*

Gentlemen—Please take notice that I have selected and do hereby designate J. W. Parker as my proxy for me and in my name, place and stead to affix my signature as Mayor of the City of Chicago to the following Tax Anticipation Warrants against the taxes of 1969, which warrants are to be reissued from warrants held by the City Treasurer and numbered by affixing sub-numbers A-1 to A-100 as required to the original warrants, in denominations of $1,000.00 or multiples thereof:

*For Corporate Purposes:*

Nos. C-7671 to C-7920 inclusive, aggregating $25,000,000

*For Municipal Tuberculosis Sanitarium Purposes:*

Nos. M-93 to M-102, inclusive, aggregating $ 1,000,000

*For Relief (General Assistance) Purposes:*

Nos. R-371 to R-378 inclusive, aggregating $ 800,000

*For Public Library Maintenance and Operation Purposes:*

Nos. L-297 to L-306, inclusive, aggregating $ 1,000,000

Appended hereto is a written signature as my name is to appear on said Tax Anticipation Warrants, executed by the said J. W. Parker with the proxy's signature underneath as required by statute.

Very truly yours,
(Signed) Richard J. Daley,
*Mayor.*

[Signatures appended as stated]

CITY OF CHICAGO
OFFICE OF THE CITY COMPTROLLER

December 2, 1969.

*To the Honorable, The City Council of the City of Chicago:*

GENTLEMEN—Please take notice that I have selected and do hereby designate T. F. Murphy as my proxy for me and in my name, place and stead to affix my signature as Comptroller of the City of Chicago to the following Tax Anticipation Warrants against the taxes of 1969, which warrants are to be reissued from warrants held by the City Treasurer and numbered by affixing sub-numbers A-1 to A-100 as required to the original warrants, in denominations of $1,000.00 or multiples thereof:

*For Corporate Purposes:*

Nos. C-7671 to C-7920 inclusive, aggregating $25,000,000

*For Municipal Tuberculosis Sanitarium Purposes:*

Nos. M-93 to M-102, inclusive, aggregating $ 1,000,000

*For Relief (General Assistance) Purposes:*

Nos. R-371 to R-378 inclusive, aggregating $ 800,000

*For Public Library Maintenance and Operation Purposes:*

Nos. L-297 to L-306, inclusive, aggregating $ 1,000,000

Appended hereto is a written signature as my name is to appear on said Tax Anticipation Warrants, executed by the said T. F. Murphy with the proxy's signature underneath as required by statute.

Very truly yours,
(Signed) OTTO H. LOSER,
*City Comptroller.*

[Signatures appended as stated]

# REPORTS OF COMMITTEES.

**Committee reports were submitted as indicated below.** ***No request under the statute was made by any two aldermen present to defer any of said reports for final action thereon, to the next regular meeting of the City Council, except where otherwise indicated.***

## COMMITTEE ON FINANCE.

### Authority Granted for Issuance and Sale of City of Chicago Tax Anticipation Warrants for Year 1969 in Lieu of Certain Warrants Now Held in City Funds as Investment.

**The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:**

WHEREAS, The tax anticipation warrants issued by the City of Chicago, hereinafter described, were purchased with funds in the City treasury which were not immediately necessary for the particular purposes for which said funds were set aside and the taxes in anticipation of which said warrants were issued have not been received by the City; and

WHEREAS, It is now deemed expedient to convert said tax anticipation warrants into money for the restoration of the funds invested in said tax anticipation warrants for use for the particular purposes for which said funds were set aside; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The City Comptroller and the City Treasurer hereby are authorized to issue and sell new warrants, as provided in Sections 8-1-11 to 8-1-14, inclusive, of the Illinois Municipal Code as amended by House Bill No. 2383, enacted at the regular session of the 76th General Assembly and approved by the Governor of the State of Illinois on July 28, 1969, in lieu of the following original tax anticipation warrants heretofore issued by the City of Chicago and now held as an investment in the funds of the City:

CITY OF CHICAGO TAX ANTICIPATION WARRANTS OF THE YEAR 1969.

| *Date of Issue* | *Number and Denominations* | *Total* |
|---|---|---|
| *For Corporate Purposes:* | | |
| November 20, 1969 | C-7671 to C-7920, inclusive<br>$100,000 each | $25,000,000 |
| *For Public Library Maintenance and Operation Purposes:* | | |
| October 31, 1969 | L-297 to L-304, inclusive | $ 800,000 |
| November 28, 1969 | L-305 to L-306, inclusive<br>$100,000 each | $ 200,000 |
| *For Municipal Tuberculosis Sanitarium Purposes:* | | |
| September 30, 1969 | M-93 to M-96, inclusive | $ 400,000 |
| October 31, 1969 | M-97 to M-101, inclusive | $ 500,000 |
| November 28, 1969 | M-102<br>$100,000 each | $ 100,000 |
| *For Relief (General Assistance) Purposes:* | | |
| October 1, 1969 | R-371 to R-378, inclusive<br>$100,000 each | $ 800,000 |

The authority to issue the original warrants above-described hereby is reaffirmed in all respects.

SECTION 2. The new warrants hereby authorized to be issued and sold shall be of a like principal amount, for the same purposes and in anticipation of the same taxes as the original warrants were issued, and shall be subject to all the provisions in

Sections 8-1-11 to 8-1-14, inclusive, of the Illinois Municipal Code as amended by House Bill No. 2383, enacted at the regular session of the 76th General Assembly and approved by the Governor of the State of Illinois on July 28, 1969. The new warrants may have any date subsequent to the date of the original tax anticipation warrants, shall be of the denomination of $1,000 or multiples thereof, shall bear interest not to exceed seven per cent (7%) per annum from date thereof until paid, and shall be sold by the City Comptroller at not less than the par value thereof and accrued interest to date of delivery thereof.

SECTION 3. Simultaneously with the delivery of and receipt of payment for any of the new tax anticipation warrants, a like principal amount of the original warrants that were issued against the same tax that is anticipated by the new warrants, together with so much of the interest accrued thereon as the proceeds of the sale of the new tax anticipation warrants will permit, shall be paid and cancelled.

The proceeds of the sale of the new tax anticipation warrants shall be paid to the City Treasurer to restore the funds of the City of Chicago invested in the original tax anticipation warrants. Before cancellation of the principal amount of any original warrant, the City Treasurer shall separately endorse thereon the amount paid and the date of payment in the following order: (1) the principal amount so paid and (2) the amount of accrued interest paid. The City Treasurer shall also endorse upon the original tax anticipation warrants the amount of interest accrued thereon and unpaid, and the same shall not be paid until all principal and interest upon the new warrants shall be fully paid or until money has been set aside for payment thereof, if the new warrants are not presented for payment after they are called for redemption.

SECTION 4. This ordinance shall be in force from and after its passage and approval.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

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### City Comptroller Authorized to Accept Compromise Offers in Settlement of Certain Warrants for Collection.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

*Ordered,* That the City Comptroller is authorized, in accordance with his requests dated November 12 and November 21, 1969, and the attached recommendations of the Corporation Counsel to accept compromise offers in settlement of various warrants for collection as follows:

| *Year* | *Warrant Number* | *Amount* | *Compromise Offer* |
|---|---|---|---|
| 1969 | D-98561 | $232.41 | $200.00 |
| 1969 | D-98663 | 478.75 | 359.00 |
| 1969 | D-98898-A | 266.85 | 200.00 |
| 1969 | D-98934 | 324.33 | 243.24 |
| 1969 | D-98938 | 208.54 | 104.27 |
| 1969 | D-98951 | 272.54 | 190.78 |
| 1969 | D-98958-B | 159.73 | 120.00 |
| 1969 | D-98973 | 305.48 | 230.00 |
| 1969 | F-460 | 101.55 | 99.00 |
| 1969 | F-2249 | 232.64 | 174.48 |
| 1969 | F-2544-A | 201.71 | 151.00 |
| 1969 | F-3042 | 25.88 | 18.41 |
| 1969 | F-4039-B | 240.60 | 180.00 |
| 1969 | F-4053-A | 234.86 | 175.00 |
| 1969 | F-4057 | 58.25 | 47.00 |
| 1969 | F-4103 | 90.28 | 67.63 |
| 1969 | G-86 | 222.83 | 167.13 |
| 1969 | G-205 | 166.71 | 115.00 |
| 1969 | N-220 | 654.21 | 490.66 |
| 1969 | N-4517 | 84.42 | 67.17 |
| 1969 | N-4682 | 84.42 | 63.30 |
| 1969 | D-98638 | 417.84 | 313.00 |
| 1969 | D-98709 | 482.22 | 300.00 |
| 1969 | D-99049-B | 144.81 | 105.00 |
| 1968 | F-1340 | 164.89 | 123.66 |
| 1969 | F-3491 | 1,012.72 | 725.00 |
| 1969 | F-3629 | 65.10 | 32.55 |
| 1969 | F-3733 | 102.89 | 51.44 |
| 1969 | F-3737 | 276.73 | 207.55 |
| 1969 | G-47 | 325.81 | 244.00 |
| 1969 | G-208 | 363.22 | 272.42 |
| 1969 | H-149 | 1,189.49 | 731.99 |
| 1969 | H-157 | 697.36 | 557.89. |

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

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### City Comptroller Authorized to Cancel Certain Uncollectible Warrants for Collection.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

*Ordered,* That the City Comptroller is authorized in accordance with his request dated November 13, 1969, to cancel the uncollectible warrants for collection in the amount of $1,279.65, as listed in his communication.

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

### City Comptroller Authorized and Directed to Cancel Warrants for Collection Issued against Certain Charitable, Educational and Religious Institutions.

The Committee on Finance to which had been referred (November 17, 1969) sundry proposed orders for cancellation of certain warrants for collection issued against specified charitable, educational and religious institutions, submitted a report recommending that the City Council pass the following substitute proposed order:

*Ordered,* That the City Comptroller is hereby authorized and directed to cancel warrants for collection issued against certain specified charitable, educational and religious institutions, as follows:

| *Name and Address* | *Warrant No. and Type of Inspection* | *Amount* |
|---|---|---|
| Drexel Home, Inc. (Home for Aged Jews), No. 6140 S. Drexel Av. | A1-4769 (Elev.) | $57.50 |
| St. Fidelis Rectory, No. 1406 N. Washtenaw Av. | A1-5168 (Elev.) | 11.50 |
| St. Fidelis School, No. 1410 N. Washtenaw Av. | A1-5169 (Elev.) | 11.50 |
| Rehabilitation Institute of Chicago, No. 401 E. Ohio St. | A1-9588 (Elev.) | 23.00 |
| | R1-11028 (Driveway) | 26.00 |
| Chicago Youth Centers, No. 3947 S. Michigan Av. | F4-27431 (Mech. Vent.) | 13.80 |
| Washington and Jane Smith Home, No. 2340 W. 113th Pl. | F4-28093 (Mech. Vent.) | 37.95. |

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

### Authority Granted for Issuance of Free Permits and License Fee Exemption for Certain Charitable, Educational and Religious Institutions.

The Committee on Finance to which had been referred (November 17, 1969) sundry proposed ordinances transmitted therewith to authorize issuance of free permits and license fee exemption for certain charitable, educational and religious institutions, submitted reports recommending that the City Council pass said proposed ordinances.

On separate motions made by Alderman Keane *each* of said proposed ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

Said ordinances as passed read respectively as follows (the Italic heading in each case not being a part of the ordinance):

#### FREE PERMITS

*East Side Baptist Church.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Buildings, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Water and Sewers and the Commissioner of Health, are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to East Side Baptist Church, for construction of new church buildings, for all electrical work and for the use of water in conjunction with such project on the premises known as No. 10701 S. Avenue N.

Said building shall be used exclusively for religious and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

*Holy Trinity Baptist Church.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Buildings, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Water and Sewers and the Commissioner of Health, are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Holy Trinity Baptist Church, No. 5435 S. Wentworth Avenue for construction of new church building for all electrical work and for the use of water in conjunction with such project on the premises known as Nos. 5416-5420 S. Calumet Avenue.

Said building shall be used exclusively for religious and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

*Pullman United Methodist Church.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Buildings, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Water and Sewers and the Commissioner of Health, are hereby directed to issue all necessary permits, free of charge notwithstanding other ordinances of the City to the contrary, to Pullman United Methodist Church, for construction of church building, for remodeling and renovation of existing buildings, for all electrical work and for the use of water in conjunction with such project on the premises known as No. 11211 S. St. Lawrence Avenue.

Said building shall be used exclusively for religious and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

*Illinois Masonic Hospital.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Buildings, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Water and Sewers and the Commissioner of Health, are hereby directed to issue all necessary permits, free of charge notwithstanding other ordinances of the City to the contrary, to Illinois Masonic Hospital, for electrical installations and fire inspections on the premises known as No. 911 W. Wellington Avenue.

Said building shall be used exclusively for medical and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

*Mount Sinai Hospital.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Buildings, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Water and Sewers and the Commissioner of Health, are hereby directed to issue all necessary permits, free of charge notwithstanding other ordinances of the City to the contrary, to Mount Sinai Hospital, for the construction of a driveway on the premises known as No. 2720 W. 15th Street.

Said building shall be used exclusively for medical and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

LLCENSE FEE EXEMPTION

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1970: South Chicago Community Hospital, No. 2320 E. 93rd Street.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

## Authority Granted for Installations of Traffic-Control Signals at Specified Locations.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

*Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to install traffic-control signals as follows:

| *Intersection* | *Estimated Cost* |
|---|---|
| N. Lavergne and W. Diversey Avenues | $14,453.01 |
| N. Menard Avenue and W. Division Street | 12,837.00. |

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

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## Authority Granted for Construction of Sewer in W. Huron St. Westerly of N. Western Av. as Sewer Bond Fund Project.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That authority is hereby given to plan and construct a sewer in W. Huron Street from west line of N. Western Avenue to approximately two hundred sixteen feet (216′) west of west line of N. Western Avenue to be constructed of vitrified tile pipe. This improvement includes necessary connections, manholes, and other necessary appurtenances, reconnecting existing sewers, restoration of all surface improvements and, where necessary, the removal, relocation, replacement or adjustment of City-owned utilities and appurtenances thereto. The estimated cost of this improvement is $12,000.00 and shall be paid for from Sewer Bond Funds. The City Comptroller is hereby authorized and directed to make necessary payment for construction of said sewer and for necessary removal, relocation, replacement or adjustment of said City-owned utilities from Account 496-6875-***.

SECTION 2. That the Commissioner of Public Works is hereby authorized and directed to cause surveys, plans, and construction of said sewer from the aforementioned account.

SECTION 3. That the Commissioner of Water and Sewers is authorized and directed to prepare surveys and plans, and perform the construction of said sewer through the Bureau of Sewers.

SECTION 4. That where it becomes necessary to remove, relocate, replace or adjust any part of the water-distribution system, street-lighting system, signal and fire-alarm or traffic control equipment of the City of Chicago in order to construct said sewer, the appropriate City agency shall perform the necessary work with its own forces.

SECTION 5. This ordinance shall be in force and effect from and after its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

### Authority Granted for Laying Water Mains at S. Latrobe and S. Archer Aves.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

*Ordered,* That the Commissioner of Water and Sewers is hereby authorized to lay water mains in the following street:

S. Latrobe Avenue (23′ EWL) from 17′ NSL to 141′ SSL of S. Archer Avenue, at an estimated cost of $4,274.13

and charge same to Account 290-8270(7940)-553—Circulation.

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

### Authority Granted for Payments for Hospital, Medical and Nursing Services Rendered Certain Injured Members of Fire and Police Depts.

The Committee on Finance submitted a report recommending that the City Council pass a proposed order transmitted therewith, to authorize payments for hospital, medical and nursing services rendered certain injured members of the Fire and Police Departments.

On motion of Alderman Keane the said proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

The following is said order as passed:

*Ordered,* That the City Comptroller is authorized and direct to issue vouchers, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department herein named, provided such members of the Police Department shall enter into an agreement in writing with the City of Chicago to the effect that, should it appear that any of said members of the Police Department have received any sum of money from the party whose negligence caused such injury, or have instituted proceedings against such party for the recovery of damage on account of such injury or medical expense, then in that event the City shall be reimbursed by such member of the Police Department out of any sum that such member of the Police Department has received or may hereafter receive from such third party on account of such injury or medical expense, not to exceed the amount that the City may, or shall, have paid on account of such medical expense, in accordance with Opinion No. 1422 of the Corporation Counsel of said City, dated March 19, 1926. The payment of any of these bills shall not be construed as an approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of such claims, as allowed, is set opposite the names of the injured members of the Police Department, and vouchers are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937:

| | |
|---|---|
| Paul J. Alberti, 005382, Traffic Division; injured May 26, 1969 | $ 100.00 |
| Michael J. Belice, 037955, District 9; injured July 18, 1969 | 50.00 |
| Michael G. Cwik, 164852, District 14; injured August 28, 1969 | 10.00 |
| Karl Neumuller, 591992, Task Force; injured September 2, 1969 | 32.00 |
| Ronald B. Salter, 715181, District 5; injured July 10, 1969 | 7.50 |
| J. T. Thomas, 806075, District 13; injured September 13, 1969 | 31.00; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to issue vouchers, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursery services rendered to the injured members of the Fire and the Police Departments herein named. The payment of any of these bills shall not be construed as an approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of said claims is set opposite the names of the injured members of the Fire and the Police Departments, and vouchers are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937:

| | |
|---|---|
| John A. Alexander, 006808, District 7; injured September 25, 1969 | $ 30.00 |
| Bozeman Anderson, 011678, Task Force; injured August 28, 1969 | 11.00 |
| Robert V. Barthel, 027174, District 15; injured August 25, 1969 | 25.00 |
| Frank Baumann, 034023, District 19; injured July 25, 1969 | 10.00 |

| | |
|---|---|
| Horace G. Benford, 040342, District 3; injured September 21, 1969 | $19.00 |
| Louis A. Bergmann, 043160, District 17; injured September 5, 1969 | 45.25 |
| Harold L. Blackman, 051827, District 3; injured September 20, 1969 | 13.50 |
| Hugo J. Blakeman, 052900, District 21; injured September 2, 1969 | 25.00 |
| Bernard L. Bolger, 058835, District 13; injured July 20, 1969 | 38.00 |
| Thomas W. Bolin, 058936, District 11; injured July 16, 1969 | 68.75 |
| Richard B. Bombenger, 059294, Police Training Division; injured September 15, 1969 | 45.00 |
| Jacob Bouyer, 063894, District 10; injured June 18, 1969 | 10.00 |
| Peter S. Bressanelli, 072795, Traffic Division; injured August 3, 1969 | 59.00 |
| Alvin W. Britton, 074715, District 2; injured September 3, 1969 | 45.00 |
| Rudolph E. Burks, 090124, District 3; injured September 9, 1969 | 13.50 |
| Bruce M. Carter, 111117, District 13; injured July 12, 1969 | 15.50 |
| Willie J. Clark, 128286, District 10; injured July 16, 1969 | 11.75 |
| Luther Conerly, Jr., 138770, District 20; injured September 11, 1969 | 45.25 |
| William J. Conlin, 139605, Detective Division; injured September 22, 1969 | 10.00 |
| Robert J. Cooley, 145481, District 18; injured September 20, 1969 | 25.00 |
| James Keith Cornelison, 148338, District 4; injured August 28, 1969 | 22.25 |
| Andre L. Copeland, 146544, District 3; injured September 26, 1969 | 19.00 |
| James C. Covington, 152720, District 4; injured September 23, 1969 | 17.25 |
| Vincent A. Cullotta, 160528, Traffic Division; injured September 14, 1969 | 21.00 |
| Kenneth C. Curin, 162127, Detective Division; injured October 2, 1969 | 16.00 |
| John F. Curley, 162150, District 18; injured October 2, 1969 | 26.75 |
| Guy A. Cuthbert, 164404, Automotive Maintenance Division; injured September 16, 1969 | 80.00 |
| Leon B. Demars, 177580, District 10; injured August 27, 1969 | 11.25 |
| Frank DeNardo, 177928, District 15; injured September 23, 1969 | 7.00 |
| Richard F. Dorobiala, 200583, District 19; injured September 15, 1969 | 10.00 |
| James H. Eaglin, 215930, District 20; injured September 24, 1969 | 17.50 |
| Thomas R. Finnin, 240672, Task Force; injured July 31, 1969 | 27.00 |
| Thomas S. Flynn, 250413, District 9; injured September 1, 1969 | 52.00 |
| Marlin E. Gordon, 292300, Task Force; injured August 23, 1969 | 10.00 |
| Edward S. Kaleta, 396517, District 11; injured August 28, 1969 | 20.00 |
| Robert S. Lebak, 459390, District 13; injured August 28, 1969 | 13.00 |
| John J. Manley, 497720, Youth Division; injured September 28, 1969 | 10.00 |

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|---|---|
| James A. Maurer, 512174, District 13; injured July 10, 1969 | $13.00 |
| Donald A. Moore, 564133, District 10; injured August 23, 1969 | 21.00 |
| John P. Moran, 566154, District 11; injured August 29, 1969 | 20.00 |
| General Morgan, 567310, District 1; injured September 25, 1969 | 121.00 |
| Lorenzo Morgan, 567716, District 1; injured September 25, 1969 | 74.00 |
| Stanley A. Mrozowski, 572588, District 11; injured May 22, 1969 | 20.00 |
| Ronald Nash, 586109, Traffic Division; injured September 19, 1969 | 22.50 |
| Dennis W. Noga, 596350, District 18; injured September 16, 1969 | 10.00 |
| Carter Lesly Osleber, 623743, District 11; injured August 18, 1969 | 20.00 |
| Carter Lesly Osleber, 623743, District 11; injured July 18, 1969 | 22.00 |
| Daniel P. O'Sullivan, 617470, District 3; injured July 16, 1969 | 16.50 |
| John A. Pappone, 630637, District 13; injured July 27, 1968 | 24.50 |
| James L. Patterson, 634550, District 3; injured September 19, 1969 | 27.80 |
| Arnold Peterson, 643381, District 20; injured September 25, 1969 | 26.00 |
| William A. Pfister, 646174, District 13; injured May 16, 1969 | 15.00 |
| Ronald N. Poedtke, 654212, District 16; injured May 6, 1969 | 30.25 |
| Terrence G. Popravak, 656754, District 3; injured July 18, 1969 | 31.50 |
| Ronald E. Prueser, 664803, District 11; injured September 15, 1969 | 39.00 |
| Lawrence Rapien, 674123, District 2; injured July 6, 1969 | 10.00 |
| Thomas F. Riley, 688095, District 19; injured August 16, 1969 | 25.50 |
| Vincent A. Romano, 697878, District 13; injured September 13, 1969 | 19.00 |
| Jack Ruppaner, 706975, Task Force; injured September 27, 1969 | 37.50 |
| Robert J. Sammon, 715937, District 18; injured September 27, 1969 | 55.00 |
| Peter S. Santoro, 718290, District 1; injured September 21, 1969 | 12.00 |
| Robert J. Sanfratello, 717496, District 1; injured September 15, 1969 | 25.00 |
| Philip Scafidi, 720656, District 13; injured May 21, 1969 | 24.10 |
| Ralph A. Scavone, Jr., 722491, District 13; injured July 23, 1969 | 15.25 |
| Dennis A. Shallbetter, 739536, District 13; injured July 30, 1969 | 60.10 |
| Patrick F. Shannon, 740416, District 3; injured September 18, 1969 | 19.50 |
| Louis G. Shelley, 743958, District 2; injured September 12, 1969 | 26.50 |
| Charles E. Smith, 757505, District 3; injured September 15, 1969 | 19.00 |
| Jesse C. Smith, 760219, District 21; injured February 7, 1969 | 39.00 |
| Raymond O. Smith, 761725, District 3; injured September 29, 1969 | 17.80 |
| Larry B. Spain, 768586, District 14; injured September 25, 1969 | 20.00 |

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|---|---|
| Henry P. Stinson, 781471, District 6; injured September 24, 1969 | $ 13.00 |
| Thomas E. Swoope, 796231, District 11; injured July 5, 1969 | 18.50 |
| James R. Tagliere, 797699, District 13; injured May 21, 1969 | 18.00 |
| William M. Thomas, 807289, District 2; injured September 5, 1969 | 238.00 |
| Amadeo J. Vanni, 830311, District 13; injured September 13, 1969 | 47.00 |
| John E. Waterloo, 849953, District 11; injured August 30, 1969 | 22.50 |
| Seymour M. Weinstein, 854335, District 20; injured September 16, 1969 | 12.00 |
| Thomas H. Weller, 855634, District 11; injured August 26, 1969 | 74.50 |
| Herbert S. Williams, 867606, District 3; injured September 18, 1969 | 19.00 |
| John G. Wright, 882389, District 13; injured August 31, 1969 | 60.00 |
| John A. Yesutis, 885278, District 10; injured September 19, 1969 | 4.00 |
| Leonard W. Yunker, 887119, District 19; injured September 25, 1959 | 11.00 |
| Max O. Ziegler, 891629, District 20; injured July 17, 1969 | 62.00 |
| Richard J. Zielinski, 891986, District 8; injured October 2, 1969 | 18.00 |
| Stanley H. Zyskowski, 895620, Detective Division; injured October 2, 1969 | 12.00 |
| Robert J. Barberio, 026965, District 11; injured May 29, 1969 | 23.00 |
| Ralph F. Barganski, 027310, District 13; injured July 6, 1969 | 17.00 |
| Edward S. Beale, 035003, District 7; injured September 25, 1969 | 89.50 |
| Louis A. Berry, 045205, District 2; injured October 5, 1969 | 26.00 |
| Vegan Bolling, 058990, District 3; injured March 16, 1969 | 16.50 |
| John G. Carioscia, 106331, District 11; injured May 10, 1969 | 35.00 |
| Marshall V. Christopher, 123294, District 13; injured August 31, 1969 | 130.00 |
| Charles N. Edwards, 218088, District 10; injured June 29, 1969 | 23.75 |
| Daniel M. Golich, 290283, District 11; injured August 28, 1969 | 20.00 |
| Walter J. Gordon, 292583, District 14; injured September 21, 1969 | 21.00 |
| Edward J. Hansen, 319495, District 18; injured October 3, 1969 | 22.50 |
| Paul A. Havilcek, 329779, District 21; injured June 25, 1969 | 13.50 |
| James W. Heiland, Jr., 336085, District 14; injured September 13, 1969 | 30.00 |
| Ernest M. Hernandez, 341064, District 14; injured September 14, 1969 | 10.00 |
| Ned I. Hladczuk, 347741, District 11; injured August 18, 1969 | 20.00 |
| Kenneth F. Holub, 354177, District 11; injured September 1, 1969 | 22.00 |
| Rocco Jacobazzi, 373291, District 11; injured July 5, 1969 | 23.00 |
| William Jaconetti, 374291, District 13; injured July 18, 1969 | 99.60 |
| Ernest B. Jamison, 376020, District 11; injured September 6, 1969 | 20.00 |

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|---|---|
| Oliver J. Singleton, 751824, Bureau of Inspectional Services; injured January 24, 1969 | $5,099.70 |
| Lawrence Kelly, Firefighter, Engine Co. 112; injured September 14, 1969 | 50.00 |
| Edward C. Makowski, Lieutenant, Engine Co. 35; injured May 18, 1969 | 15.00 |
| John Marolda, Firefighter, Hook and Ladder Co. 32; injured April 27, 1969 | 11.25 |
| John Maurer, Firefighter, Engine Co. 47; injured June 15, 1969 | 28.00 |
| John J. McDonald, Firefighter, Snorkel Squad 1; injured May 23, 1969 | 24.00 |
| William McNicholas, Firefighter, Hook and Ladder 51; injured April 28, 1969 | 18.50 |
| James R. Munsen, Firefighter, Engine Co. 24; injured May 2, 1969 | 30.00 |
| Joseph Noreika, Engineer, Engine Co. 50; injured April 14, 1969 | 40.00 |
| James R. O'Brien, Firefighter, Hook and Ladder Co. 34; injured April 27, 1969 | 36.00 |
| Richard O'Keefe, Firefighter, Engine Co. 50; injured April 28, 1969 | 31.50 |
| Hilery O'Shaughnessy, Firefighter, Hook and Ladder Co. 12; injured March 31, 1969 | 23.00 |
| Robert J. Quayle, Firefighter, Hook and Ladder Co. 36; injured May 5, 1969 | 17.00 |
| James C. Quenzel, Firefighter, Engine Co. 57; injured March 29, 1969 | 51.00 |
| Donald O. Quinn, Firefighter, Salvage Squad 4; injured May 31, 1969 | 18.50 |
| Raymond J. Raddatz, Firefighter, Hook and Ladder Co. 3; injured March 30, 1969 | 36.00 |
| Gerard Riforgiato, Lieutenant, Hook and Ladder Co. 58; injured May 16, 1969 | 29.25 |
| William M. Rooney, Firefighter, Engine Co. 45; injured January 16, 1969 | 29.50 |
| James J. Ryan, Lieutenant, Hook and Ladder Co. 37; injured November 15, 1968 | 25.00 |
| Bernard Sadowski, Battalion Fire Chief, Hook and Ladder Co. 51; injured May 20, 1969 | 16.00 |
| Raymond Schaefer, Lieutenant, Engine Co. 30; injured May 16, 1969 | 58.00 |
| John Schubert, Firefighter, Hook and Ladder Co. 32; injured June 12, 1969 | 16.00 |
| George Seigle, Battalion Chief, Battalion 16; injured June 8, 1969 | 101.50 |
| Dan Sheehan, Firefighter, Engine Co. 50; injured April 25, 1969 | 22.00 |
| Leonard Sims, Firefighter, Engine Co. 5; injured April 18, 1969 | 23.00 |
| James E. Smith, Firefighter, Engine Co. 128; injured May 24, 1969 | 36.00 |
| John Sprincz, Engineer, Engine Co. 85; injured May 25, 1969 | 50.50 |
| Cornelius Sullivan, Firefighter, Engine Co. 84; injured June 20, 1969 | 106.00 |
| Robert Sutherland, Firefighter, Snorkel Squad 1; injured June 14, 1969 | 138.00 |
| Chester Szewcyk, Lieutenant, Hook and Ladder Co. 4; injured June 1, 1969 | 22.00 |
| Robert Teschner, Firefighter, Hook and Ladder Co. 43; injured April 21, 1969 | 21.00 |
| Robert Thelen, Firefighter, Hook and Ladder Co. 37; injured April 18, 1969 | 30.00 |

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|---|---|
| Charles J. Thiel, Firefighter, Hook and Ladder Co. 21; injured May 31, 1969..$ | 22.25 |
| Donald Thomas, Firefighter, Fire Academy; injured April 22, 1969 | 24.15 |
| Richard Van Swol, Firefighter, Engine Co. 45; injured June 14, 1969 | 22.00 |
| Donald Wilson, Firefighter, Salvage Squad 2; injured April 20, 1969 | 46.00 |
| Stanley Wojnicki, Lieutenant, Engine Co. 85; injured May 7, 1969 | 24.05 |
| Albert A. Ziemann, Firefighter, Snorkel 7; injured June 15, 1969 | 19.50 |
| Albert A. Ziemann, Firefighter, Snorkel 7; injured May 19, 1969 | 15.25. |

### *Failed to Pass*—Two Proposed Orders.

The Committee on Finance submitted reports recommending that the City Council *Do Not Pass* two proposed orders transmitted therewith, which had been referred to the committee on the dates noted below, as follows:

(October 8, 1969) Proposed order to authorize the cancellation of Warrant for Collection No. C2-45407 in the amount of $10.00, assessed against Harriet Malacina, No. 4800 S. Wolcott Avenue;

(October 29, 1969) Proposed order to authorize the cancellation of Warrant for Collection No. R1-2598 in the amount of $19.00 assessed against Louise Burg Hospital, No. 255 W. Cermak Road.

Alderman Keane moved to *Concur* in the committee's recommendations. The questions thereupon became: *"Shall the proposed orders Pass, the recommendation of the committee to the contrary notwithstanding?"*; and the questions being put, said proposed orders *Failed to Pass*, by yeas and nays as follows: *Yeas*—None; *Nays*—43.

### *Placed on File*—Miscellaneous Matters.

The Committee on Finance submitted reports recommending that the City Council *Place on File* miscellaneous documents transmitted therewith. On motion of Alderman Keane the committee's recommendations were *Concurred In.*

The following is a summary of said documents:

A communication from the Department of Public Works dated November 17, 1969, transmitting Monthly Progress Report No. 269 for the month ending September 30, 1969, showing progress of construction on Sewer Bond Issue Projects;

A communication from the Department of Law dated November 3, 1969, concerning settlements of suits with entries of judgments against the City of Chicago.

## COMMITTEE ON HEALTH.

### Approval Given to Mayor's Appointment of Dr. Murray C. Brown as Commissioner of Health of City of Chicago.

The Committee on Health submitted the following report:

Chicago, November 28, 1969.

*To the President and Members of the City Council:*

Your Committee on Health, to which was referred, on November 17, 1969, a communication signed by Honorable Richard J. Daley, Mayor, appointing Dr. Murray C. Brown as Commissioner of Health of the City of Chicago, begs leave to recommend that Your Honorable Body approve the said appointment of Doctor Brown.

This recommendation was concurred in by 9 members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) Claude W. B. Holman,
*Chairman.*

On motion of Alderman Holman the committee's recommendation was concurred in and said appointment was *Approved,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

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# MATTERS PRESENTED BY THE ALDERMEN

**(Presented by Wards, in Order, Beginning with the First Ward).**

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Claims.
4. Unclassified Matters (arranged in order according to Ward numbers).
5. Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection and Water Rate Exemptions, Etc.

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*Proposed ordinances, orders and resolutions, described below, were presented by the aldermen named, as noted. Except where otherwise noted or indicated hereinbelow, unanimous consent was given to permit action by the City Council on each of said proposed ordinances, orders and resolutions without previous committee consideration, in accordance with the provisions of Council Rule 43.*

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## 1. TRAFFIC REGULATIONS, TRAFFIC SIGNS AND TRAFFIC-CONTROL DEVICES.

### *Referred*—PROPOSED ORDER FOR INSTALLATION OF PARKING METERS AT SPECIFIED LOCATIONS.

Alderman Hoellen (47th Ward) and Alderman O'Rourke (48th Ward) presented jointly a proposed order for the installation of parking meters on both sides of N. Clark Street between W. Argyle Street and W. Leland Avenue; also on both sides of W. Lawrence Avenue between N. Ashland Avenue and N. Clark Street; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—PROPOSED ORDINANCES TO PROHIBIT AT ALL TIMES PARKING OF VEHICLES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit at all times the parking of vehicles at the locations designated, for the distances specified, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Location and Distance* |
|---|---|
| Despres (5th Ward) | E. 57th Street (north side) between a point 415 feet 3 inches east of the center line of S. Ellis Avenue and a point 460 feet 9 inches east of the center line of S. Ellis Avenue |
| Fitzpatrick (19th Ward) | W. 104th Street, at No. 1415 |
| Cullerton (for Fried, 42nd Ward) | E. Cedar Street (north side) between a point 305 feet east of N. State Street and a point 90 feet east thereof. |

### *Referred*—PROPOSED ORDINANCE TO DISCONTINUE PARKING PROHIBITION AT ALL TIMES ON PORTIONS OF N. KNOX AV.

Alderman Laskowski (35th Ward) presented a proposed ordinance to discontinue the prohibition against the parking of vehicles at all times on both sides of N. Knox Avenue between W. Addison Street and W. Cornelia Avenue; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—PROPOSED ORDINANCE TO DISCONTINUE PROHIBITION AGAINST PARKING OF VEHICLES DURING SPECIFIED HOURS ON PORTION OF W. 43RD ST.

Alderman Swinarski (12th Ward) presented a proposed ordinance to discontinue the prohibition against the parking of vehicles during specified hours on W. 43rd Street between S. Kedzie and S. Archer Avenues; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—PROPOSED ORDINANCES TO FIX WEIGHT LIMIT OF FIVE TONS FOR VEHICLES IN SPECIFIED AREA.

Alderman Swinarski (12th Ward) presented a proposed ordinance to fix a weight limit of five tons for trucks and commercial vehicles in the area bounded by W. 35th Street, S. Archer Avenue, W. 37th Street and S. Damen Avenue; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—PROPOSED ORDINANCES TO ESTABLISH LOADING ZONES AT SUNDRY LOCATIONS.

The aldermen named below presented proposed ordinances to establish loading zones at the locations designated, for the distances specified, and for limited periods where so indicated, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Location, Distance and Time* |
|---|---|
| Burke (14th Ward) | W. 51st Street, at No. 1738 |
| Brandt (33rd Ward) | W. McLean Avenue between N. Elston Avenue and a point 100 feet east thereof — 8:00 A.M. to 6:00 P.M. (except on Sundays and holidays). |

*Referred*—PROPOSED ORDINANCES TO RESTRICT MOVEMENT OF VEHICULAR TRAFFIC TO SINGLE DIRECTIONS ON SPECIFIED PUBLIC WAYS.

The aldermen named below presented proposed ordinances to restrict the movement of vehicular traffic to the direction indicated in each case, on specified public ways, which were *Referred to the Committee on Traffic and Public Safety:*

| *Alderman* | *Street, Distance and Direction* |
|---|---|
| Zydlo (26th Ward) | First north-south alley west of N. Hoyne Avenue between W. Augusta Boulevard and the first east-west alley south thereof—northerly |
| Cullerton (38th Ward) | N. Overhill Avenue between W. Addison Street and W. Belmont Avenue—southerly<br>N. Ottawa Avenue between W. Belmont Avenue and W. Addison Street—northerly. |

*Referred*—PROPOSED ORDINANCE TO DISCONTINUE MOVEMENT OF VEHICULAR TRAFFIC TO SINGLE DIRECTION ON SPECIFIED PUBLIC WAY.

Alderman Hines (18th Ward) presented a proposed ordinance to discontinue the restriction of movement of vehicular traffic to a single direction in the first east-west alley south of W. 79th Street between S. Troy Street and S. Albany Avenue; which was *Referred to the Committee on Traffic and Public Safety.*

*Referred*—PROPOSED ORDINANCE TO DESIGNATE PORTION OF W. 94TH ST. AS "THROUGH STREET".

Alderman Fitzpatrick (19th Ward) presented a proposed ordinance to designate W. 94th Street between S. Western Avenue and S. Longwood Drive as a "Through Street"; which was *Referred to the Committee on Traffic and Public Safety.*

*Referred*—PROPOSED ORDERS FOR INSTALLATIONS OF TRAFFIC SIGNS.

The aldermen named below presented proposed orders for installations of traffic signs, of the nature indicated and at the locations specified, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Location and Type of Sign* |
|---|---|
| Cousins (8th Ward) | S. Drexel Avenue and E. 82nd Street—"Stop" |
| Swinarski (12th Ward) | W. 33rd and S. Leavitt Streets—"4-Way Stop" |
| Sheridan (16th Ward) | W. 65th and S. Carpenter Streets—"Stop" |
| Kuta (23rd Ward) | W. 28th Street and S. Karlov Avenue—"4-Way Stop". |

## 2. ZONING ORDINANCE AMENDMENTS.

NONE.

## 3. CLAIMS.

**Claims against the City of Chicago were presented by the aldermen designated below, respectively, for the claimants named, which were *Referred to the Committee on Finance,* as follows:**

| *Alderman* | *Claimant* |
|---|---|
| Fitzpatrick (19th Ward) | Patrick McGivney. |

## 4. UNCLASSIFIED MATTERS

### (Arranged in Order According to Ward Numbers).

*Proposed ordinances, orders and resolutions were presented by the aldermen named below, respectively, and were acted upon by the City Council in each case in the manner noted, as follows:*

**Presented by**
**ALDERMAN HOLMAN (4th Ward) and OTHERS:**

*Referred*—PROPOSED RESOLUTION SUPPORTING FAIRNESS IN CONTRACT SALES OF REAL ESTATE.

A proposed resolution (presented by Aldermen Holman, Metcalfe, Shannon, Campbell, Frost, Collins and Biggs) to memorialize the General Assembly of Illinois to adopt appropriate legislation to correct inequities resulting from some contract sales, including requirements that the seller in sales of real estate on contract furnish to purchaser appropriate proof of valuation of the property, together with a statement of total amount of interest payable under the contract; also to request the Governor to call a special session of the General Assembly of Illinois to enact said legislation, or include such legislation as a matter of priority at the April session of the State Legislature.—*Referred to the Committee on Federal and State Legislation.*

### Presented by
### ALDERMAN DESPRES (5th Ward):

### Buildings Declared Public Nuisances and Ordered Demolished.

A proposed ordinance reading as follows:

WHEREAS, The buildings at the following locations, to wit:

No. 1213 E. 62nd Street (abandoned apartment building), and No. 1215 E. 63rd Street (fire-gutted skeleton),

are so deteriorated and weakened that each is structurally unsafe and a menace to life and property in its vicinity; therefore

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The buildings at the following locations, to wit:

No. 1213 E. 62nd Street (abandoned apartment building), and No. 1215 E. 63rd Street (fire-gutted skeleton),

are declared public nuisances, and the Commissioner of Buildings is authorized and directed to demolish the same.

SECTION 2. This ordinance shall be effective upon its passage.

On motion of Alderman Despres said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

### Drafting of Ordinance for Vacation of Alleys Directed.

Also a proposed order reading as follows:

*Ordered,* That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of all of the east-west 16 foot public alley together with that part of the north-south 16 foot public alley lying South of a line 80 feet, more or less, north of and parallel with the north line of said east-west alley, also providing for opening an east-west 20 foot alley at the north terminus of said vacation in the block bounded by E. 55th Street, E. 56th Street, S. Cornell Avenue and the right of way of the Illinois Central Railroad, for the City of Chicago (Department of Urban Renewal) and Board of Education (Project Hyde Park-Kenwood); said ordinance to be transmitted to the Committee on Local Industries, Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Despres said proposed order was *Passed.*

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### Presented by
### ALDERMAN COUSINS (8th Ward):

*Referred*—PROPOSED ORDER TO CLOSE TO TRAFFIC PORTION OF S. CHAPPEL AV.

A proposed order to direct the Commissioner of Streets and Sanitation to grant permission to Our Lady of Peace Church, No. 7851 S. Jeffrey Boulevard, to close to traffic S. Chappel Avenue between E. 79th Street and the first alley north thereof, from 11:00 A.M. to 1:30 P.M. daily, during the school year period, with the exception of Saturdays, Sundays and holidays.—*Referred to the Committee on Traffic and Public Safety.*

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### Presented by
### ALDERMAN COUSINS (8th Ward) and OTHERS:

*Referred*—PROPOSED RESOLUTION SUPPORTING FAIRNESS IN CONTRACT SALES OF REAL ESTATE.

A proposed resolution (presented by Aldermen Cousins, Despres, Rayner and Singer) to memorialize the General Assembly of Illinois to adopt appropriate legislation to correct inequities resulting from some contract sales, including requirements that the seller in sales of real estate on contract furnish to purchaser appropriate proof of valuation of the property, together with a statement of total amount of interest payable under the contract; also that the Mayor and the City Council urge that all possible consideration be given judicially and administratively to protect any contract purchasers from loss of properties.

Two committees having been called (the Committee on Finance and the Committee on Planning and Housing), said proposed resolution was *Referred to the Committee on Committees and Rules* in accordance with the provisions of Council Rule 44.

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### Presented by
### ALDERMAN BUCHANAN (10th Ward):

### Drafting of Ordinance for Vacation of Portion of Specified Streets and Alleys Directed.

A proposed order reading as follows:

*Ordered,* That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of S. Burley Avenue between the south line of E. 109th Street extended west, and the south line of E. 111th Street extended west; S. Buffalo Avenue between E. 110th Street and E. 111th Street; E. 110th Street between S. Burley Avenue and the west line of the first north-south public alley east thereof, extended south, and E. 111th Street together with that part of S. Mackinaw Avenue lying between S. Burley Avenue and a line drawn from a point on the west line of said S. Mackinaw Avenue approximately 65.32 feet north of the north line of E. 111th Street to approximately the Southeast corner of said E. 111th Street and S. Mackinaw Avenue; also all of the north-south 14 foot public alleys in the blocks bounded by E. 110th Street, E. 111th Street, S. Burley Avenue and S. Mackinaw Avenue; also providing for the dedication of a triangular shaped part of the property at the northeast corner of E. 111th Street and S. Mackinaw Avenue, for public street purposes, for Republic Steel Corporation, Penndel Company and Interlake Steel Corporation; said ordinance to be transmitted to the Committee on Local Industries, Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Buchanan said proposed order was *Passed.*

*Referred*—PROPOSED RESOLUTION TO MEMORIALIZE GENERAL ASSEMBLY TO ENACT LEGISLATION CONCERNING NEW AVENUES OF REVENUE TO SATISFY HIGH BUDGET NEEDS OF CITY, ETC.

Also a proposed resolution to memorialize the General Assembly of Illinois to enact legislation concerning new avenues of revenue to satisfy the high budget needs of the City, etc.—*Referred to the Committee on Finance.*

## Presented by
## ALDERMAN BURKE (14th Ward):

### Drafting of Ordinance for Vacation of Alleys Directed.

A proposed order reading as follows:

> *Ordered,* That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of the west 218 feet, more or less, of the east 359 feet, more or less, of the east-west 14 foot public alley, also providing for the dedication of north-south 16 foot alleys running north from the east terminus of said vacation and running south from the west terminus of said vacation, in the block bounded by W. 47th Place, W. 48th Street, S. Aberdeen Street and S. Racine Avenue, for Ed Miniat, Inc.; said ordinance to be transmitted to the Committee on Local Industries, Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Burke said proposed order was *Passed.*

## Presented by
## ALDERMAN SAIN (27th Ward):

### Drafting of Ordinances for Vacations of Portions of Specified Streets and Alleys Directed.

Three proposed orders reading as follows:

> *Ordered,* That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of all that part of W. Gladys Avenue lying between S. Throop Street and S. Loomis Street, for Truck Drivers, Oil Drivers and Filling Station Employees Union, Local No. 705; said ordinance to be transmitted to the Committee on Local Industries, Streets and Alleys for consideration and recommendation to the City Council.
>
> *Ordered,* That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of S. Throop Street between W. Harrison Street and W. Congress Parkway, also all of the public alleys in the block bounded by W. Harrison Street, W. Congress Parkway, S. Racine Avenue and S. Throop Street, for the City of Chicago (Department of Urban Renewal) Project Congress-Racine; said ordinance to be transmitted to the Committee on Local Industries, Streets and Alleys for consideration and recommendation to the City Council.
>
> *Ordered,* That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of all of the north-south 16 foot public alley and all of the east-west 16 foot public alley running west from said north-south alley, in the block bounded by W. Polk Street, W. Taylor Street, S. Ashland Boulevard and S. Marshfield Avenue, for the Medical Center Commission and the University of Illinois; said ordinance to be transmitted to the Committee on Local Industries, Streets and Alleys for consideration and recommendation to the City Council.

On separate motions made by Alderman Sain *each* of the foregoing three proposed orders was *Passed.*

## Presented by
## ALDERMAN BIGGS (29th Ward):

### Buildings Declared Public Nuisances and Ordered Demolished.

A proposed ordinance reading as follows:

> WHEREAS, The buildings at the following locations, to wit:
>
> No. 3846 W. Jackson Boulevard, and No. 1356 S. Keeler Avenue (partially demolished),
>
> are so deteriorated and weakened that each is structurally unsafe and a menace to life and property in its vicinity; therefore
>
> *Be It Ordained by the City Council of the City of Chicago:*
>
> SECTION 1. The buildings at the following locations, to wit:
>
> No. 3846 W. Jackson Boulevard, and No. 1356 S. Keeler Avenue (partially demolished),
>
> are declared public nuisances, and the Commissioner of Buildings is authorized and directed to demolish the same.
>
> SECTION 2. This ordinance shall be effective upon its passage.

On motion of Alderman Biggs said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

## Presented by
## ALDERMAN McMAHON (30th Ward):

### Drafting of Ordinance for Vacation of Alley Directed.

A proposed order reading as follows:

> *Ordered,* That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of the south 100 feet, more or less, of the north-south 16 foot public alley, also providing for the dedication of part of an alley at the north terminus of said vacation for turn-around purposes, in the block bounded by W. Polk Street, W. Arthington Street, S. Cicero Avenue and S. Lavergne Avenue, for Roland Eisenberg and Oak Park Trust and Savings Bank, Trustee, Trust No. 3219; said ordinance to be transmitted to the

Committee on Local Industries, Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman McMahon said proposed order was *Passed.*

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### Presented by
### ALDERMAN GABINSKI (32nd Ward):

*Referred*—PROPOSED ORDER TO PERMIT SIPI METALS CORP. TO OCCUPY SPACE ON PORTION OF N. BESLY COURT.

A proposed order for issuance of a permit to Sipi Metals Corporation to occupy 1,220 square feet of space in N. Besly Court between W. Wabansia Avenue and the Chicago, Milwaukee, St. Paul and Pacific Railroad.—*Referred to the Committee on Local Industries, Streets and Alleys.*

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### Presented by
### ALDERMAN AIELLO (36th Ward):

**Congratulations Extended to North Austin Boy's Club on Observance of 15th Anniversary.**

A proposed resolution reading as follows:

WHEREAS, The North Austin Boy's Club is celebrating its Fifteenth Anniversary Year, to be climaxed by a Football Banquet on Wednesday, December 10, 1969; and

WHEREAS, Since its founding in 1954, the North Austin Boy's Club, under the able tutelage of its Founder and Coach, John M. O'Gara, and his volunteer coaches, has expanded from one football team fielding 23 boys to seven teams with 250 youngsters, supplemented by 45 cheerleaders, 300 boxers, 151 baseball-basketball players, totaling an active membership of some 700 children; and

WHEREAS, The parents, relatives and friends of these boys have encouraged their active participation in the athletic activities of their community. They have also established a Fathers and a Mothers Club, and a newly-formed Alumni Association consisting of 18 college players, 48 high school captains, 2 university captains, 1 prep All-American and 50 All-City or All-State Recipients, many of whom have participated in the 14 Bowl Games played in 12 States and highlighted this year by their participation in the Apollo 11 Bowl at Merritt Island, Florida and a tour hosted by NASA and the award of a commemorative medal to each youngster; and

WHEREAS, Alumni of the Boy's Club have distinguished themselves in military service, three of them having made the supreme sacrifice in Viet Nam, and in religious, medical, educational, athletic and business endeavors; and

WHEREAS, By their dedicated and enthusiastic interest in youth, Coach O'Gara and his tireless volunteer assistants have instilled in these boys an aggressive, determined, competitive but altogether fair spirit of good sportsmanship and team play. They have truly exemplified to the entire City of Chicago what can be accomplished for a community with the "I will" spirit; and

WHEREAS, Public recognition and appreciation should be extended these boys for their community pride and athletic accomplishments, and for the splendid example they have set for other youngsters throughout the City; now, therefore,

*Be It Resolved,* That the City Council of the City of Chicago hereby commends the North Austin Boy's Club, the Founder and Coach, John M. O'Gara, and his volunteer coaches upon their outstanding contributions to the community, their dedicated, zealous and selfless efforts to further a spirit of good sportsmanship and team participation among the youth of Chicago; congratulates them upon the observance of the 15th Anniversary of their founding; and extends to them its best wishes for continued success for many, many years to come; and

*Be It Further Resolved,* That a suitable copy of this resolution be presented to the North Austin Boy's Club at its Football Banquet on December 10 as an expression of sincere thanks for a job well done.

Alderman Aiello moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed resolution. The motion *Prevailed.*

On motion of Alderman Aiello said proposed resolution was *Adopted.*

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### Presented by
### ALDERMAN CULLERTON (38th Ward):

**Drafting of Ordinance for Vacation of Portion of Specified Streets Directed.**

A proposed order reading as follows:

*Ordered,* That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of an irregular shaped part of N. Fairview Avenue and W. Seminole Avenue as originally laid out, lying approximately southerly and easterly of the original intersection of said streets, for the County of Cook; said ordinance to be transmitted to the Committee on Local Industries, Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Cullerton said proposed order was *Passed.*

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### Presented by
### ALDERMAN SINGER (44th Ward):

*Referred*—PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE IN PUBLIC WAY.

A proposed ordinance for a grant of permission and authority to Peerless Confection Company to excavate for, construct, maintain and use a switch track at street grade for in-street loading, unloading and storage in N. Lakewood Avenue between W. Schubert and W. Diversey Avenues, beginning at a point approximately 220 feet north of the northwest corner of N. Lakewood and W. Schubert Avenues, thence proceeding on a curve for a distance of approximately 186 feet to a point approximately 34 feet from the northeast corner of N. Lakewood and W. Schubert Avenues.—*Referred to the Committee on Local Industries, Streets and Alleys.*

### Presented by
### ALDERMAN HOELLEN (47th Ward) and OTHERS:

*Referred*—PROPOSED ORDINANCE TO PRESCRIBE NEW REGULATIONS GOVERNING PERSONAL FIREARMS USED BY MEMBERS OF DEPT. OF POLICE.

A proposed ordinance (presented by Aldermen Hoellen, Fifielski and O'Rourke) to amend Chapter 11 of the Municipal Code of Chicago by adding thereto a new Section 11-36.1 to read as follows:

"11-36.1. Every member of the Department of Police shall have the choice of his own personal hand weapon, automatic or semi-automatic, with which he shall equip himself at his own expense."

Alderman Hoellen moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed ordinance. The motion to Suspend the Rules was *Lost.*

Whereupon said proposed ordinance was *Referred to the Committee on Police, Fire, Civil Service, Schools and Municipal Institutions.*

### Presented by
### ALDERMAN O'ROURKE (48th Ward):

**Buildings Declared Public Nuisances and Ordered Demolished.**

A proposed ordinance reading as follows:

WHEREAS, The buildings at the following locations, to wit:

Nos. 901-903 W. Leland Avenue (Nos. 4652-4654 N. Hazel Street), and

No. 856 W. Wilson Avenue (abandoned gasoline service station),

are so deteriorated and weakened that each is structurally unsafe and a menace to life and property in its vicinity; therefore

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The buildings at the following locations, to wit:

Nos. 901-903 W. Leland Avenue (Nos. 4652-4654 N. Hazel Street), and

No. 856 W. Wilson Avenue (abandoned gasoline service station),

are declared public nuisances, and the Commissioner of Buildings is authorized and directed to demolish the same.

SECTION 2. This ordinance shall be effective upon its passage.

On motion of Alderman O'Rourke said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

## 5. FREE PERMITS, LICENSE FEE EXEMPTIONS, CANCELLATION OF WARRANTS FOR COLLECTION, AND WATER RATE EXEMPTIONS, ETC.

**Proposed ordinances, orders, etc. described below, were presented by the aldermen named, and were *Referred to the Committee on Finance,* as follows:**

*Free Permits to Churches, Etc.:*

BY ALDERMAN ROTI (1ST WARD):

County of Cook, No. 118 N. Clark Street—Alterations to and remodeling of existing Cook County Building (5th floor and miscellaneous systems in conjunction with same), all electrical work and use of water in conjunction therewith.

BY ALDERMAN BURKE (14TH WARD):

Central Community Hospital, No. 5701 S. Wood Street—construction of addition to existing hospital building, all electrical work and use of water in conjunction therewith.

BY ALDERMAN ZYDLO (26TH WARD):

Holy Trinity Church, No. 1118 N. Noble Street—remodeling and rehabilitation of electrical system, installation of new wiring, equipment and fixtures in existing church buildings.

BY ALDERMAN KERWIN (46TH WARD):

Illinois Masonic Hospital, No. 911 W. Wellington Avenue—remodeling and rehabilitation of existing electrical system, installation of new wiring, fixtures and equipment in existing hospital buildings.

*License Fee Exemptions for Homes, Hospitals, Day Care Centers, Etc.:*

BY ALDERMAN DESPRES (5TH WARD):

La Rabida Children's Hospital and Research Center, E. 65th Street at Lake Michigan.

BY ALDERMAN FITZPATRICK (19TH WARD):

Beverly Montessori School, No. 9916 S. Walden Parkway (formerly at No. 9401 S. Oakley Avenue).

BY ALDERMAN HOELLEN (47TH WARD):

All Saints Child Development Center (The Episcopal Diocese of Chicago), No. 4550 N. Hermitage Avenue.

Chicago Nursery and Half Orphan Asylum, No. 2801 W. Foster Avenue.

Covenant Home, No. 2725 W. Foster Avenue.

Lawrence Hall, Inc., No. 4833 N. Francisco Avenue.

The Bethany Home and Hospital of the Methodist Church, No. 5015 N. Paulina Street.

Sidney R. Forkosh Memorial Hospital, No. 1931 W. Wilson Avenue.

Swedish Covenant Hospital, No. 5145 N. California Avenue.

Washington Home, owning and operating Martha Washington Hospital, No. 2318 W. Irving Park Road.

*Cancellation of Warrants for Collection:*

BY ALDERMAN ZYDLO (26TH WARD):

Faith Temple, No. 1658 W. Superior Street—sign inspection.

BY ALDERMAN SPERLING (50TH WARD):

Edgewater Hospital, No. 5700 N. Ashland Avenue—mechanical ventilation inspection.

# UNFINISHED BUSINESS.

### Execution of Lease Authorized with Mrs. Bessie Krieger and Mrs. Cecile Rodman for Dept. of Streets and Sanitation.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on September 17, 1969, pages 6091 and 6094, recommending that the City Council pass a proposed ordinance transmitted with the committee's report to authorize a lease from Mrs. Bessie Krieger and Mrs. Cecile Rodman for rental of space at No. 6435 S. Kedzie Avenue for the Department of Streets and Sanitation.

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from Mrs. Bessie Krieger and Mrs. Cecile Rodman, for a 75 foot by 125 foot vacant unimproved lot along with an adjoining one-story brick garage area, 150 feet by 125 feet, and another building, 50 feet by 125 feet, with overhead doors, for a total of approximately 28,125 square feet; such lease to be approved by the Commissioner of the Department of Streets and Sanitation and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on page 6465 of this Journal]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### Execution of Lease Authorized for Space at No. 800 N. Clark St. for Office of Chicago Committee on Urban Opportunity.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on November 17, 1969, pages 6396-6397, recommending that the City Council pass a proposed ordinance transmitted with the committee's report to authorize execution of lease for rental of space on portions of the fifth and sixth floors at No. 800 N. Clark Street for Office of Chicago Committee on Urban Opportunity.

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from 800 North Clark Street Building, Agents for American National Bank, Trustee, Trust No. 6333 for approximately 11,294 square feet on 5th floor and approximately 1,356 square feet on 6th floor at No. 800 N. Clark Street for Chicago Committee on Urban Opportunity; such lease to be approved by the Directress of the Chicago Committee on Urban Opportunity and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on page 6466 of this Journal]

SECTION 2. This ordinance shall take effect and be in full force from and after the date of its passage.

### Chicago Zoning Ordinance Amended to Reclassify Particular Areas.

On motion of Alderman Metcalfe the City Council took up for consideration the report of the Committee on Buildings and Zoning deferred and published on November 17, 1969, pages 6398-6399, recommending that the City Council pass nine proposed ordinances

(Continued on page 6467)

This Agreement, Made this ........ day of ........ A. D. 1969, between Mrs. Bessie Krieger and Mrs. Cecile Rodman ........, as Lessor, and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

**Witnesseth:** That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: A 75 foot by 125 foot vacant unimproved lot along with an adjoining one-story brick garage area, 150 feet by 125 feet, and another building, 50 feet by 125 feet, with overhead doors, for a total of approximately 28,125 square feet, to be used by the Bureau of Electric Wiring and Repair, Department of Streets and Sanitation as their headquarters containing mobile units and equipment for storing luminous conduit and ten (10) van trailers, at 6435 S. Kedzie Avenue.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of September A. D. 1969/or date of occupation and ending on the 31st day of August A. D. 1971. Lessee has the right to terminate this lease upon sixty (60) days' prior written notice. ~~and the right to renew this lease for a further period of on the same terms and rental, by giving to the Lessor ----, in either case ........ days' written notice of its election so to do.~~

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at Mitchel Bernick, 6310 S. Kedzie Ave., Chicago, Ill. 60629 or at such other place as the Lessor from time to time in writing may appoint.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of One Thousand Five Hundred and no/100 - - - - - - - - - ($1,500.00) Dollars per month, payable in advance on the first day of each calendar month by the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessee

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at their own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

Lessor will maintain exterior of building, heating system, and provide building insurance.

Lessee will pay for heat, hot water and all utilities.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

**In Witness Whereof,** this lease is signed by or on behalf of the parties hereto the day and year first above written.

[Signature forms omitted[

This Agreement, Made this day of

A. D. 1969, between 800 North Clark Street Building Agents for American National Bank Trustee Trust #6333, as Lessor and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

**Witnesseth:** That the Lessor do hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: Approximately 11,294 square feet 5th floor and approximately 1,356 square feet on 6th floor at 800 North Clark Street for Department Chicago Committee on Urban Opportunity.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of November A. D. 19 69/or date of occupation and ending on the 31st day of October A. D. 1971. Lessee has the right to terminate this lease on 30 day prior notice ~~[illegible]~~

~~[illegible]~~

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at 800 North Clark Street, Chicago, Illinois 60610 or at such other place as the Lessor from time to time in writing may appoint.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of Two Thousand Eight Hundred and Ninety Nine Dollars ($2,899.00) Dollars per month, payable in advance on the first day of each calendar month at the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessor own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

Lessor furnishes heat, hot water, interior and exterior repairs where necessary, window washing, elevator service. Lessee pays electricity and furnishes Janitor service and has privilege to remodel to suit their use. It is mutually agreed and understood by and between the parties hereto that the remuneration mentioned in this lease is payable solely from funds when made available by the Federal Government.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

**In Witness Whereof,** this lease is signed by or on behalf of the parties hereto the day and year first above written.

(Signature forms omitted)

(Continued from page 6464)

transmitted with the committee's report for amendment of the Chicago Zoning Ordinance to reclassify particular areas.

Alderman Metcalfe moved to pass said proposed ordinances (except the proposed ordinance affecting the area shown on Map No. 2-G, appearing in the left-hand column beginning with the twenty-ninth line from the bottom of page 6398 of said Journal of the Proceedings).

On separate motions made by Alderman Metcalfe *each* of said proposed ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

Said ordinances, as passed, read respectively as follows (the Italic heading in each case not being a part of the ordinance):

### *Reclassification of Area Shown on Map No. 3-F.*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-4 Restricted Service District symbols and indications as shown on Map No. 3-F in the area bounded by

> W. Schiller Street; the alley next east of and parallel to N. Clark Street; a line 104.97 feet south of W. Schiller Street; and a line 38.57 feet east of N. Clark Street,

to those of an R6 General Residence District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

### *Reclassification of Area Shown on Map No. 3-G.*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-2 Restricted Commercial District symbols and indications as shown on Map No. 3-G in the area bounded by

> W. Division Street; a line 36 feet east of the alley next east of and parallel to N. Noble Street, or the line thereof if extended where no alley exists; W. Haddon Avenue, or the line thereof if extended where no street exists; and the east line of the alley next east of and parallel to N. Noble Street, or the line thereof if extended where no alley exists,

to those of an R4 General Residence District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

### *Reclassification of Area Shown on Map No. 4-K.*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-2 Restricted Commercial District symbols and indications as shown on Map No. 4-K in the area bounded by

> W. 16th Street; S. Keeler Avenue; the alley next south of and parallel to W. 16th Street, or the line thereof if extended where no alley exists; and S. Kildare Avenue,

to those of a B4-2 Restricted Service District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

### *Reclassification of Area Shown on Map No. 5-F.*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-3 Restricted Commercial District symbols and indications as shown on Map No. 5-F in the area bounded by

> W. Webster Avenue; the alley next west of and parallel to N. Cleveland Avenue; N. Lincoln Avenue; N. Cleveland and W. Dickens Avenues; the alley next southwest of and parallel to N. Lincoln Avenue; the alley next north of and parallel to W. Dickens Avenue; and N. Larrabee Street,

to those of an R5 General Residence District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

### *Reclassification of Area Shown on Map No. 5-N.*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R2 Single Family Residence District symbols and indications as shown on Map No. 5-N in the area bounded by

> the south line of the right of way of the C. M. St. P. & P. RR.; N. Newland Avenue; the alley next north of and parallel to W. Palmer Street; and the alley next west of and parallel to N. Newland Avenue,

to those of an R4 General Residence District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

### *Reclassification of Area Shown on Map No. 6-H.*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 6-H in the area bounded by

> the alley next south of and parallel to W. Cermak Road; S. Leavitt Street; a line 225 feet south of the alley next south of and parallel to W. Cermak Road; and the alley next west of and parallel to S. Leavitt Street,

to those of a C1-1 Restricted Commercial District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification of Area Shown on Map No. 18-G.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B3-3 General Retail District symbols and indications as shown on Map No. 18-G in the area bounded by

the alley next north of and parallel to W. 79th Street; S. Halsted Street; W. 79th Street; and a line 117 feet west of S. Halsted Street,

to those of a B5-2 General Service District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification of Area Shown on Map No. 9-K.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 9-K in the area bounded by

W. Melrose Street; a line 84 feet 11⅛ inches east of N. Keeler Avenue; the alley next south of and parallel to W. Melrose Street; and N. Keeler Avenue,

to those of a B1-1 Local Retail District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

### *Failed to Pass*—PROPOSED ORDINANCES FOR AMENDMENT OF CHICAGO ZONING ORDINANCE TO RECLASSIFY PARTICULAR AREAS *(Adverse Committee Recommendations).*

On motion of Alderman Metcalfe the City Council took up for consideration the report of the Committee on Buildings and Zoning deferred and published on November 17, 1969, page 6399, recommending that the City Council *do not pass* six proposed ordinances transmitted with the committee's report for amendment of the Chicago Zoning Ordinance to reclassify particular areas.

Alderman Metcalfe moved to *Concur* in the committee's recommendations. The question in reference to each proposed ordinance thereupon became: *Shall the proposed ordinance Pass, notwithstanding the committee's adverse recommendation?;* and the several questions being so put, *each* of the said proposed ordinances *Failed to Pass,* by yeas and nays as follows: *Yeas*—None; *Nays*—43.

Said proposed ordinances which *Failed to Pass* proposed to amend the Chicago Zoning Ordinance to reclassify particular areas, and are summarized as follows:

To classify as a C1-2 Restricted Commercial District instead of an R4 General Residence District the area bounded by

the alley next north of and parallel to W. 18th Street; S. Desplaines Street; W. 18th Street; and S. Ruble Street (Map No. 4-F);

To classify as an R4 General Residence District instead of a B4-2 Restricted Service District the area bounded by

a line 325 feet north of W. Wellington Avenue; N. Sheffield Avenue; a line 150 feet north of W. Wellington Avenue; and the alley next west of and parallel to N. Sheffield Avenue (Map No. 7-G);

To classify as an R4 General Residence District instead of an R3 General Residence District the area bounded by

the alley next north of and parallel to W. Windsor Avenue; a line 300 feet east of N. Long Avenue; W. Windsor Avenue; and a line 150 feet east of N. Long Avenue (Map No. 11-L);

To classify as a Residential Planned Development instead of a Planned Development District and an R3 General Residence District the area bounded by

W. Touhy Avenue; a line 548.56 feet east of N. Kedzie Avenue; a line 623.57 feet south of W. Touhy Avenue; a line 816.61 feet east of N. Kedzie Avenue; a line 1260.4 feet south of W. Touhy Avenue; a line 589.94 feet east of N. Kedzie Avenue; a line 1866.93 feet south of W. Touhy Avenue; N. Sacramento Avenue; W. Pratt Avenue; and N. Kedzie Avenue (Map No. 17-I);

To classify as an R4 General Residence District instead of an R3 General Residence District the area bounded by

W. 72nd Street; S. Kedzie Avenue; a line 111 feet 5 inches south of W. 72nd Street; and the alley next west of and parallel to S. Kedzie Avenue (Map No. 18-J);

To classify as an R4 General Residence District instead of an R3 General Residence District the area bounded by

W. Irving Park Road; a line 37 feet west of N. Lawndale Avenue; the alley next south of and parallel to W. Irving Park Road; N. Hamlin Avenue; W. Byron Street; the northeast line of the John F. Kennedy Expressway; a line 162 feet east of N. Pulaski Road; W. Dakin Street; a line 147 feet east of N. Pulaski Road; the alley next south of and parallel to W. Irving Park Road; and N. Springfield Avenue (Map No. 9-J).

## Approval Given to Amendment No. 2 to Urban Renewal Plan for Urban Renewal Project Near West Side.

On motion of Alderman Fitzpatrick the City Council took up for consideration the report of the Committee on Planning and Housing deferred and published on November 17, 1969, pages 6410-6411, recommending that the City Council pass a proposed ordinance transmitted with the committee's report to approve Amendment No. 2 to the Urban Renewal Plan for Urban Renewal Project Near West Side.

Alderman Despres presented an amendment to strike certain language from said ordinance.

Alderman Fitzpatrick moved to *Lay the Amendment on the Table.* The motion to Lay on the Table *Prevailed.*

On motion of Alderman Fitzpatrick said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

The following is said ordinance as passed:

### ORDINANCE

To Approve Amendment No. 2 to Urban Renewal Plan for Urban Renewal Project Near West Side.

WHEREAS, The Near West Side Conservation Community Council by Resolution adopted June 26, 1969, and the Department of Urban Renewal, by Resolution adopted August 19, 1969, approved Plan Amendment No. 2 to said Plan, which Amendment is attached hereto, and incorporated in this ordinance; and

WHEREAS, Section 91.121 of the Urban Renewal Consolidation Act of 1961 (Illinois Revised Statutes, Chapter 67-1/2), provides that a Department created pursuant to said Act, shall submit the same to the governing body of the municipality in which the area is located, for its approval; and

WHEREAS, The City Council has reviewed the foregoing documents, and it is the sense of the City Council that said Plan Amendment No. 2, together with the Plan, as amended, constitutes a conservation plan within the meaning of the Urban Renewal Consolidation Act of 1961, and that the Plan, as amended, is in accord with modern principles of urban planning and with the recommendations of the Chicago Plan Commission for the area covered thereby; and the City Council desires to evidence its approval of the Plan, as amended; and

WHEREAS, It is recognized that said Plan, as amended, contemplates certain future action on behalf of the City of Chicago, to wit: The vacation of certain streets and consent to the location and relocation of municipal utilities in accordance with said amended Plan; approval and acceptance of a subdivision or resubdivision plan or plats; enactment of ordinances re-zoning portions of the area in accordance with said amended Plan; and certain other acts and undertakings which shall result in no expense to the City of Chicago, all in accordance with said Plan, as amended by Plan Amendment No. Two; and

WHEREAS, Under the provisions of Title I of the Housing Act of 1949 (Public Law 171, 81st Congress, approved July 15, 1969), as amended, the Department of Housing and Urban Development is authorized to provide federal financial assistance to local public agencies for the undertaking and carrying out of urban renewal projects; and

WHEREAS, It is provided in such Act that contracts for financial aid thereunder shall require that an urban renewal plan for the respective project area be approved by the governing body of the locality in which the Project is situated and that such approval include findings by the governing body that (1) the financial aid to be provided in the contract is necessary to enable the project to be undertaken in accordance with the urban renewal plan; (2) the urban renewal plan, as amended, will afford maximum opportunity consistent with the sound needs of the locality as a whole, for the rehabilitation of such area by private enterprise; (3) the urban renewal plan, as amended, conforms to a general plan for the development of the locality as a whole; and (4) the urban renewal plan, as amended, gives due consideration to the provision of adequate park and recreational areas and facilities, as may be desirable for neighborhood improvements, with special consideration for the health, safety and welfare of children residing in the general vicinity of the site covered by the plan; and

WHEREAS, The City of Chicago has applied for financial assistance under such Act and has entered into a contract with the United States of America making available federal financial assistance for the Project; and

WHEREAS, A general plan has been prepared and is recognized and used as a guide for the general development of the City of Chicago as a whole; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the urban renewal plan, as amended, for the Near West Side Urban Renewal Project, dated August 1, 1969, having been duly reviewed and considered, is hereby approved.

SECTION 2. That it is hereby found and determined that financial aid to be provided pursuant to the contract for federal financial assistance for Near West Side Urban Renewal Project is necessary to enable the Project to be undertaken in accordance with the amended Plan for the Project.

SECTION 3. That it is hereby found and determined that the above mentioned amended Plan will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the urban renewal of such area by private enterprise.

SECTION 4. That it is hereby found and determined that the amended Plan for Urban Renewal Project Near West Side conforms to the general plan of the City of Chicago.

SECTION 5. That in order to implement and facilitate the effectuation of the Plan, as amended, and hereby approved, it is found and determined that certain official action must be taken by this body with reference, among other things, to changes in zoning, the vacating and removal of streets and alleys, the location and relocation of sewer and water mains and other public facilities, and other public action, and, accordingly, this body does hereby: (a) pledge its cooperation in helping to carry out such Plan, as amended; (b) request the various officials, department, boards and agencies of the City having administrative responsibilities in the premises likewise to cooperate to such end and to exercise their respective functions and powers in a manner consistent with said amended Plan; and (c) stand ready to consider and take appropriate action upon proposals and measures designed to effectuate the amended Plan.

SECTION 6. That it is hereby found and determined that such Plan, as amended, gives due consideration to the provision of adequate park and recreational facilities, as may be desirable for neighborhood improvements, with special consideration for the health, safety, and welfare of children residing in the general vicinity of the site covered by the Plan.

SECTION 7. This ordinance shall be effective upon its passage and approval.

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## Approval Given Addendum to General Neighborhood Renewal Plan for Lincoln Park.

On motion of Alderman Fitzpatrick the City Council took up for consideration the report of the Committee on Planning and Housing deferred and published on November 17, 1969, page 6411, recommending that the City Council pass a proposed ordinance transmitted with the committee's report to approve Addendum to General Neighborhood Renewal Plan for Lincoln Park.

On motion of Alderman Fitzpatrick said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

The following is said ordinance as passed:

### ORDINANCE

To Approve Addendum to General Neighborhood Renewal Plan for Lincoln Park.

WHEREAS, The Lincoln Park Conservation Community Council, the former Community Conservation Board of the City of Chicago, the Department of Urban Renewal, successor to the Community Conservation Board, and the City Council of the City of Chicago, have heretofore approved a Plan designated as the Lincoln Park General Neighborhood Renewal Plan; and

WHEREAS, The Department of Urban Renewal has recommended an Addendum to said Plan which clarifies and details sundry general provisions of the same; and

WHEREAS, The Lincoln Park Conservation Community Council duly reviewed said Addendum and, by Resolution adopted at a public meeting on September 11, 1969, duly approved the same; and

WHEREAS, The Department of Urban Renewal, at a public meeting on October 21, 1969, by Resolution No. 69-DUR-129, duly approved said Addendum, which Resolution and Addendum entitled "Addendum to the Lincoln Park General Neighborhood Renewal Plan" is attached thereto; and

WHEREAS, The Chicago Plan Commission has reviewed and approved said Addendum; and

WHEREAS, The City Council of the City of Chicago has reviewed said Addendum and finds that the proposed changes are in accord with modern principles of the Urban Renewal Plan, and that the Plan, as supplemented, constitutes a general Neighborhood Renewal Plan within the meaning of the Urban Renewal Consolidation Act of 1961; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The Addendum entitled "Addendum to the Lincoln Park General Neighborhood Renewal Plan" having been duly reviewed and considered, is hereby approved.

SECTION 2. This ordinance shall be effective upon its passage and approval.

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## Approval Given to Proposed Sale by Department of Urban Renewal of Certain Land in Urban Renewal Project Southeast Englewood.

On motion of Alderman Fitzpatrick the City Council took up for consideration the report of the Committee on Planning and Housing deferred and published on November 17, 1969, pages 6411-6412, recommending that the City Council pass a proposed ordinance transmitted with the committee's report to approve the proposed sale by the Department of Urban Renewal of certain land in Urban Renewal Project Southeast Englewood.

On motion of Alderman Fitzpatrick said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

The following is said ordinance as passed:

### ORDINANCE

To Approve Sale of Certain Land in Urban Renewal Project Southeast Englewood.

WHEREAS, The Urban Renewal Plan for Urban Renewal Project Southeast Englewood, and the Land Disposition Plan for said Project heretofore have been approved by the Department of Urban Renewal and by the City Council of the City of Chicago; and

WHEREAS, The Department of Urban Renewal has proceeded in accordance with said Land Disposition Plan to offer for sale land in the Project for private redevelopment, in accordance with said Urban Renewal Plan; and

WHEREAS, The Department propose to accept an offer to purchase a certain parcel of land, as shown on the map prepared by the Department, entitled "Land Disposition Plan for Urban Renewal Project Southeast Englewood" and as set forth in Resolution No. 69-DUR-133, adopted by the Department on October 21, 1969, and further has submitted herewith the said proposed sale to the City Council of the City of Chicago for its approval; and

WHEREAS, Section 26 of the Urban Renewal Consolidation Act of 1961 provides that the sale of any real property by a Department of Urban Renewal where required to be for a monetary consideration, except public sales as provided in Section 18, shall be subject to the approval of the governing body of the municipality in which the real property is located; and

WHEREAS, The City Council has considered the said Resolution and the proposed sale of said parcel of land as provided therein, and it is the sense of the City Council that the sale is satisfactory and should be approved; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the sale proposed by the Department of Urban Renewal of a parcel of land in Urban Renewal Project Southeast Englewood is hereby approved as follows:

| *Purchaser* | *Parcel* | *Sq. Ft. Area* | *Sq. Ft. Price* | *Total* |
|---|---|---|---|---|
| Southeast Englewood Associates | LR-42 | 8,755.18 | $0.60 | $5,253.11 |

provided said figure is subject to adjustment upon the actual survey and determination of the square footage of said parcel.

SECTION 2. This ordinance shall be effective upon its passage and approval.

### Approval Given to Proposed Sale by Department of Urban Renewal of Certain Land in Redevelopment Project 60th-Cottage Grove.

On motion of Alderman Fitzpatrick the City Council took up for consideration the report of the Committee on Planning and Housing deferred and published on November 17, 1969, page 6412, recommending that the City Council pass a proposed ordinance transmitted with the committee's report to approve the proposed sale by the Department of Urban Renewal of certain land in Redevelopment Project 60th-Cottage Grove.

On motion of Alderman Fitzpatrick said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

The following is said ordinance as passed:

ORDINANCE

To Approve Sale of Certain Land in Redevelopment Project 60th-Cottage Grove.

WHEREAS, The Redevelopment Plan for Project 60th-Cottage Grove and the Land Disposition Plan for said Project heretofore have been approved by the Department of Urban Renewal and by the City Council of the City of Chicago; and

WHEREAS, The Department of Urban Renewal has proceeded in accordance with said Land Disposition Plan to offer for sale land in the Project for redevelopment, in accordance with said Redevelopment Plan; and

WHEREAS, The Department proposes to accept an offer to purchase a certain parcel of land, as shown on the map prepared by the Department, entitled "Disposition Parcel Map for Redevelopment Project 60th-Cottage Grove" and as set forth in Resolution No. 69-DUR-134, adopted by the Department on October 21, 1969, and further has submitted herewith the said proposed sale to the City Council of the City of Chicago for its approval; and

WHEREAS, Section 26 of the Urban Renewal Consolidation Act of 1961 provides that the sale of any real property by a Department of Urban Renewal where required to be for a monetary consideration, except public sales as provided in Section 18, shall be subject to the approval of the governing body of the municipality in which the real property is located; and

WHEREAS, The City Council has considered the said Resolution and the proposed sale of said parcel of land as provided therein, and it is the sense of the City Council that the sale is satisfactory and should be approved; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the sale proposed by the Department of Urban Renewal of a parcel of land in Redevelopment Project 60th-Cottage Grove is hereby approved as follows:

| *Purchaser* | *Parcel* | *Sq. Ft. Area* | *Sq. Ft. Price* | *Total* |
|---|---|---|---|---|
| Board of Education City of Chicago | 19-A | 23,044.4 | $.80 | $18,435.52 |

provided said figure is subject to adjustment upon the actual survey and determination of the square footage of said parcel.

SECTION 2. This ordinance shall be effective upon its passage and approval.

### Approval Given to Proposed Sale by Department of Urban Renewal of Certain Land in Urban Renewal Project Lincoln Park I (Ill. R-50).

On motion of Alderman Fitzpatrick the City Council took up for consideration the report of the Committee on Planning and Housing deferred and published on November 17, 1969, page 6413, recommending that the City Council pass a proposed ordinance transmitted with the committee's report to approve the proposed sale by the Department of Urban Renewal of certain land in Urban Renewal Project Lincoln Park I (Ill. R-50).

On motion of Alderman Fitzpatrick said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

The following is said ordinance as passed:

### ORDINANCE

### To Approve Sale of Certain Parcels of Land in Urban Renewal Project Lincoln Park I (Ill. R-50)

WHEREAS, The City Council heretofore approved an Urban Renewal Plan for Project Lincoln Park I, and subsequently on November 15, 1966 approved a Land Disposition Plan for said project; and

WHEREAS, In accordance with said Land Disposition Plan the Department of Urban Renewal duly advertised the parcels indicated below for sale for uses in accordance with the Urban Renewal Plan for said Project, and thereafter the Department received proposals for the redevelopment of said parcels; and

WHEREAS, The Department duly reviewed said proposals and the recommendations of its staff and by resolution dated June 18, 1968 numbered 68-DUR-96, approved the proposals of Stephen and Katherine Roman, Hildamary Evans Mueller, Robert E. Davis, Patricia A. Harris and Jean J. Rapien; and

WHEREAS, Section 26 of the Urban Renewal Consolidation Act of 1961 and the Land Disposition Plan for said Project require the approval of the City Council for all sales except public sales of real property not sold within five years as provided in Section 18; and

WHEREAS, The City Council has considered the proposals as listed below and it is the sense of the City Council that the proposals are satisfactory and in accordance with the criteria of the approved Urban Renewal Plan and Land Disposition Plan for said Project; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the sale of parcels 39-OA, 39-OB, 39-OC, 39-OD, and 39-OE as identified on a Disposition Parcel Map for said project on file with the Department of Urban Renewal is approved as follows:

| *Purchaser* | *Parcel* | *Sq. Ft. Area* | *Sq. Ft. Price* | *Total* |
|---|---|---|---|---|
| Stephen & Katherine Roman | 39-OA | 484.2 | $1.50 | $726.30 |
| Hildamary Evans Mueller | 39-OB | 480.6 | 1.50 | 720.10 |
| Robert E. Davis | 39-OC | 480.6 | 1.50 | 720.10 |
| Patricia A. Harris | 39-OD | 480.6 | 1.50 | 720.10 |
| Jean J. Rapien | 39-OE | 473.6 | 1.50 | 710.40 |

provided said figures are subject to adjustment upon actual survey and determination of the square footage.

SECTION 2. That the Mayor is authorized to execute and the City Clerk to attest a contract and deed for the sale of said parcels in accordance with the above terms.

SECTION 3. This ordinance shall be effective upon its passage and approval.

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## MISCELLANEOUS BUSINESS.

### Presence of Visitors Noted.

Honorable Richard J. Daley, Mayor, called the Council's attention to the presence in the gallery of the following visitors:

40 students of the 7th Grade Class from W. K. Sullivan Elementary School (7th Ward), accompanied by Mrs. Catheleen Todd;

35 students of the 8th Grade Class from Hubbard High School (13th Ward), accompanied by Mrs. Bell.

The visitors were given a warm welcome and were invited to attend future meetings.

### Time Fixed for Next Succeeding Regular Meeting.

By unanimous consent Alderman Keane thereupon presented a proposed ordinance which reads as follows:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the next succeeding regular meeting of the City Council of the City of Chicago to be held after the regular meeting held on Tuesday, the second (2nd) day of December, 1969, at 10:00 A.M., be and the same is hereby fixed to be held on Tuesday, the ninth (9th) day of December, 1969, at 10:00 A.M., in the Council Chamber in the City Hall.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

### ADJOURNMENT.

Thereupon Alderman Bilandic moved that the City Council do *Adjourn.* The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Tuesday, December 9, 1969, at 10:00 A.M., in the Council Chamber in the City Hall.

John C. Marcin

JOHN C. MARCIN,
*City Clerk.*

*(Published by Authority of the City Council of the City of Chicago)*

COPY

# JOURNAL *of the* PROCEEDINGS

OF THE

# CITY COUNCIL

OF THE

# CITY OF CHICAGO, ILLINOIS

## Regular Meeting—Tuesday, December 9, 1969

at 10:00 A.M.

*(Council Chamber—City Hall—Chicago, Illinois)*

## OFFICIAL RECORD.

### Attendance at Meeting.

*Present*—Honorable Richard J. Daley, Mayor, and Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling.

*Absent*—Aldermen Krska, Simon, Fried.

### Call to Order.

On Tuesday, December 9, 1969, at 10:00 A.M. (the day and hour appointed for the meeting) Honorable Richard J. Daley, Mayor, called the City Council to order. John C. Marcin, City Clerk, called the roll of members and it was found that there were present at that time: Aldermen Roti, Hubbard, Holman, Despres, Bohling, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Laskowski, Aiello, Casey, Cullerton, Laurino, McCutcheon, Singer, Fifielski, O'Rourke, Wigoda, Sperling—39.

Quorum present.

On motion of Alderman Hines it was ordered noted in the record that Alderman Krska and Alderman Fried were absent due to illness.

### Invocation.

Rev. Jerome A. Kolbert, Pastor, St. Ann R. C. Church, opened the meeting with prayer.

### JOURNAL (December 2, 1969).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on Tuesday, December 2, 1969, at 10:00 A.M., signed by him as such City Clerk.

Alderman Despres moved to Correct said printed Official Journal by amending page 6469—left-hand column—to add certain language in the thirteenth line from the top of the page.

Alderman Keane moved to *Refer* said amendment to correct to the *Committee on Planning and Housing.* The motion *Prevailed.*

Alderman Marzullo moved to *Approve* said printed Official Journal and to dispense with the reading thereof. The question being put, the motion *Prevailed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Bohling, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Laskowski, Aiello, Casey, Cullerton, Laurino, Fifielski, Wigoda—35.

*Nays*—Aldermen Despres, Rayner, Scholl, McCutcheon, Singer, Hoellen, O'Rourke, Sperling—8.

# REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

### Ordinance Amended Authorizing Issue of $12,000,000 Municipal Building Bonds of City of Chicago and Providing for Levy of Taxes for Payment Thereof.

Honorable Richard J. Daley, Mayor, submitted the following communication:

OFFICE OF THE MAYOR
CITY OF CHICAGO

DECEMBER 9, 1969.

*To the Honorable, the City Council of the City of Chicago:*

GENTLEMEN—At the request of the City Comptroller, I transmit herewith for your consideration a proposed ordinance, the effect of which is to permit $12,000,000.00 of Municipal Building Bonds to be sold at a discount so that the actual effective rate will not exceed 6%. In today's market, I am advised by the Comptroller that to sell the Bonds at par, with a 5% interest limitation, would be an impossibility.

I request your approval of this proposal.

Very truly yours,
(Signed) RICHARD J. DALEY,
*Mayor.*

Alderman Keane moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed ordinance. The motion *Prevailed.*

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, O'Rourke, Wigoda, Sperling—42.

*Nays*—Alderman Hoellen.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said ordinance as passed:

Amending Section 4 of "An Ordinance authorizing the issue of $12,000,000 Municipal Building Bonds of the City of Chicago and providing for the levy of taxes for the payment thereof".

WHEREAS, On the 28th day of November, 1966, the City Council of the City of Chicago adopted an ordinance authorizing the issue of $12,000,000 Municipal Building Bonds of said City and providing for the levy of taxes to pay the same; and

WHEREAS, In and by Section 4 of said ordinance the City Comptroller was authorized to advertise for proposals for the purchase of said bonds and that the advertisement should provide that the bonds offered for sale shall bear interest not to exceed the rate set forth in the ordinance, and that the bonds so offered would be awarded by the City Comptroller to the purchaser offering to purchase the bonds at the lowest net interest cost to the City, provided that the acceptable bidder shall offer to pay not less than par and accrued interest for the bonds; and

WHEREAS, The ordinance authorizing the issuance of said bonds provided that the bonds bear interest at the maximum rate of five per cent (5%) per annum, which was the maximum rate of interest authorized for said bonds at the election held when a majority of the electors voting on the question approved such bonds; and

WHEREAS, Money market conditions throughout the United States have materially changed since such election was held, interest rates having increased upon all types of securities, even to the extent of affecting the millions of dollars of outstanding United States Government Bonds, and drastically decreasing the market value of millions of dollars of bonds of municipalities that have been voted bearing a fixed maximum rate of interest; and

WHEREAS, The City Comptroller has found that bids cannot be received for the sale of the bonds authorized by said ordinance and that the sale of said bonds at par at this time is impossible; and

WHEREAS, The City Comptroller proposes to give extensive publicity to the sale of said bonds in the Chicago Today, a newspaper published and having a general circulation in the City of Chicago, and in The Bond Buyer, a financial newspaper published in the City of New York, New York, so as to determine the market value of the bonds, and to accept the best bid for said bonds whether such bid is at par or at a discount; and

WHEREAS, The work is in progress for which said bonds were authorized and it is imperative that the bonds be sold from time to time in order to produce the funds necessary to carry on such work; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That Section 4 of an ordinance entitled "An Ordinance authorizing the issue of $12,000,000 Municipal Building Bonds of the City of Chicago and providing for the levy of taxes for the payment thereof", adopted by the City Council of the City of Chicago on the 28th day of November, 1966, be and is hereby amended to read as follows:

"Section 4. The bonds hereby authorized shall be executed as herein provided and thereupon shall be deposited for safekeeping under the direction and control of the City Comptroller and shall be sold and delivered by the City

Comptroller as the proceeds are needed for the purpose for which the bonds are authorized.

The City Comptroller shall advertise for proposals to purchase said bonds; such advertisement shall be published once in the Chicago Today, being a newspaper having a general circulation in the City of Chicago, and once in The Bond Buyer, a financial newspaper published in the City of New York, such publication to be made at least ten days prior to the date when bids for the purchase of said bonds will be opened.

The advertisement for proposals shall recite that the bonds so offered will be awarded by the City Comptroller to the successful bidder offering to purchase such bonds at the lowest net interest cost to the City. If any or all of said bonds are sold at a discount such sale shall be approved by the City Council by ordinance, which will recite the amount of bonds so sold, their maturities, interest rate and the discount for each maturity. If any or all of the bonds are sold bearing a rate of interest of less than five per cent (5%) per annum, such sale shall be approved by the City Council by ordinance which will recite the amount of bonds so sold, their maturities and interest rate, and adopt an ordinance which shall set out the amount of taxes to be extended and collected so as to produce in each of such years sufficient money for the payment of interest upon such bonds at such lesser interest rate as the same becomes due. Said ordinance shall direct the County Clerk of Cook County to reduce and abate the amount of taxes hereby levied for the payment of interest upon the bonds so sold so that the amounts to be extended and collected in each of said years for payment of interest thereon will equal the amount of such interest computed at the rate of interest less than five per cent (5%) borne by the bonds that were sold and delivered.

A certified copy of said ordinance shall be filed in the office of the County Clerk of Cook County, which shall constitute direction and authority for such reduction and abatement of taxes so levied for payment of interest on such bonds.

SECTION 2. That this ordinance shall be published within ten days after adoption and shall be in force upon its adoption and publication as by law provided.

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### Commendation Extended Dr. Morgan J. O'Connell Upon Resignation as Commissioner of Health.

Honorable Richard J. Daley, Mayor, on behalf of himself and the other members of the City Council presented the following proposed resolution:

WHEREAS, The Honorable Dr. Morgan J. O'Connell has submitted his resignation as Commissioner of Health of the City of Chicago; and

WHEREAS, Dr. O'Connell, a member of the Board of Health since 1960, brought a wealth of experience, initiative and insight into health problems when he first took office as Assistant Commissioner, as Acting Commissioner in 1968, and, since March of 1969, as Commissioner of Health; and

WHEREAS, Dr. O'Connell's administration and work extended beyond the offices held with the Chicago Board of Health, having served with distinction as Chairman of the Air Quality Standards Committee, as a member of the Board of Appeals of the Air Pollution Control Board of the City of Chicago, as a member of the Illinois Narcotic Advisory Board, as a member of the Commission for the Rehabilitation of Persons of the City of Chicago, and as a member of the Illinois Committee on Criminal Justice. Dr. O'Connell was intimately concerned with the most immediate and continuing involvement of the health and welfare problems experienced by people of this community in their daily lives; and

WHEREAS, Dr. O'Connell was born in the City of Chicago in the community known as Bridgeport and attended St. Bridget Parochial School, Lake (Tilden) High School and Loyola Pre-Medical School. Upon his graduation from Loyola University of Medicine, he interned at Mercy Hospital. He is a member of the Chicago Medical Society, the Illinois State Medical Society and the United States Conference of City Health Officers. He served as Obstetrician-in-Chief of the Misericordia Maternity and Infants Home from 1926 through 1942 and of the Lewis Memorial Maternity Hospital from 1932 through 1942. He was Senior Obstetrician at Mercy Hospital from 1926 through 1958 and Consulting Obstetrician at Little Company of Mary and Holy Cross Hospitals. He was head of the Obstetrical Department of St. Bernard's Hospital from 1946 through 1956 and served as Consultant to the Matrimonial Board of the Catholic Archdiocese of Chicago from 1929 through 1938; and

WHEREAS, Dr. O'Connell was involved in many patriotic and fraternal endeavors. He served in the United States Army during World War I and became a Commander in the United States Navy, in World War II, serving from 1942 through 1946. He was a member of the Retired Officers Association of the Armed Forces, of the LaSalle Assembly of the Knights of Columbus, Fourth Degree of the Oak Park Lodge for the Benevolent and Protective Order of the Elks, and served as an officer and director of many other civic organizations and enterprises; and

WHEREAS, Dr. O'Connell was a highly respected and effective practitioner, who carried into office a personal administration and direct concern with health problems, taking a personal interest in matters affecting the community, fulfilling his responsibilities with foresight and devotion, and leaving behind a record of achievement. His departure from office presents an occasion for all to acknowledge the warmth of his friendship, the depth of his concern for the health and welfare of the public, and his loyalty to the community which he served both as a physician and administrator; now, therefore,

*Be It Resolved,* That the Mayor and members of the City Council of the City of Chicago, in meeting assembled this 9th day of December, A.D. 1969, do hereby express their appreciation for the outstanding service of Dr. Morgan J. O'Connell to this community and extend to him their best wishes in whatever may be his endeavors in the future; and

*Be It Further Resolved,* That a suitable copy of this resolution be presented to Dr. Morgan J. O'Connell.

Alderman Bilandic moved to *Suspend the Rules Temporarily,* to permit immediate consideration of and action upon said proposed resolution. The motion *Prevailed.*

On motion of Alderman Bilandic (seconded by Aldermen Fitzpatrick, Keane, Sperling, Buchanan and

O'Rourke) the foregoing proposed resolution was *Adopted,* unanimously.

The seconding aldermen all spoke highly of Dr. O'Connell's dedication and service to all of Chicago while serving as Commissioner of Health. It was noted that he brought great skill to a most difficult assignment. He was praised as being a "Specialist's Specialist". He was also praised for his dedication not only to Chicago but also to the Chief Executive who had selected him because of his talents. All thanked him for the many services rendered, his patience and all wished him good health in his retirement and hoped that he would enjoy a well earned rest.

## Governor Requested to Implement Acquisition of Edgewater Golf Club Property for Use as State Park.

Honorable Richard J. Daley, Mayor, on behalf of himself and the other members of the City Council presented the following proposed resolution:

> WHEREAS, There is located within the City of Chicago a ninety-two acre tract of land at Western and Pratt Avenues, formerly owned by the Edgewater Golf Club, which sold the land to real estate developers for the establishment of a shopping center and high-rise apartment building complex; and
>
> WHEREAS, Apprised of the great need for recreational space within the City of Chicago, and the suitability of the Edgewater Golf Club site as an appropriate location for said purposes within the City of Chicago, the Illinois Legislature, with much publicity and fanfare, proposed and passed House Bill No. 2058 which appropriated the sum of $950,000 to the Illinois Department of Conservation for the acquisition of said site for use as a State Park; and
>
> WHEREAS, House Bill No. 2058 was signed by the Governor, amid great swells of publicity and flourishes of public interest, on October 9, 1969. Said bill contains the proviso that no part of the sum appropriated may be obligated without the written consent of the Governor; and
>
> WHEREAS, The purchasers of the property thereafter submitted an application for construction permits to the Department of Buildings of the City of Chicago seeking to proceed with their proposed development, which application was delayed in anticipation of the acquisition of the Edgewater Golf Club site for use as a State Park. Thereafter, in a letter dated November 3, 1969, Mayor Richard J. Daley advised the Governor that the owners of the Edgewater Golf Course property had filed an application for permits to commence construction of a high-rise apartment building on the subject property and urged the Governor, on behalf of the people of the City of Chicago, to direct the appropriate divisions of the State government to proceed to acquire the property for a State Park, to which the Governor dispatched a polite reply; and
>
> WHEREAS, The owners of the Edgewater Golf Club property thereafter, on November 5, 1969, filed a Petition for a Writ of Mandamus seeking Court intervention for the purpose of securing the requested building permits. Mayor Richard J. Daley advised the Governor by telegram of the litigation pending inviting his attention to the fact that the matter would be heard in the Circuit Court of Cook County on December 8, 1969, and again strongly urged him to act in the interest of the people of the City of Chicago who needed the Governor's help in order to preserve the subject area for recreation and prevention of its development for high-rise multiple apartment uses, specifically requesting the Governor to authorize the expenditure of the funds provided by House Bill No. 2058 and to request the Attorney General of Illinois to commence appropriate action to acquire the property, but again received a polite reply in response thereto; and
>
> WHEREAS, The Circuit Court of Cook County proceeded with the trial of the issues on Monday, December 8, 1969, despite the City's motions seeking to strike the complaint in view of the provisions of House Bill No. 2058 and its proposed use as a State Park, vigorously seeking to delay further legal action until the acquistion could be commenced and completed; nevertheless, upon trial of the issues, the Circuit Court ordered the issuance of the building permit requested; and
>
> WHEREAS, The City of Chicago will continue to pursue every avenue available to it to see the plans for use of the Edgewater Golf Club site as a recreational State Park come to fruition by every legal means available to it, so that the needs of the citizens of the City of Chicago for recreational areas may be fulfilled; however, the Governor's cooperation is essential and the City Council hereby again requests the Governor to proceed with all haste and dispatch to direct the Department of Conservation and request the Attorney General of Illinois, which and who may not be fully apprised of the urgency herein presented both as to the needs of the citizens of the City of Chicago; and the necessity for immediate action to take the earliest possible steps to acquire the Edgewater Golf Club site forthwith for use as a State Park; now, therefore,
>
> *Be It Resolved,* That the Mayor and members of the City Council of the City of Chicago hereby urgently request the cooperation of the Governor of the State of Illinois to direct the Illinois Department of Conservation and to request the Illinois Attorney General to now take immediate steps to acquire the Edgewater Golf Club property located within the City of Chicago for use as a State Park, as provided under House Bill No. 2058.

Alderman Wigoda moved to *Suspend the Rules Temporarily,* to permit immediate consideration of and action upon said proposed resolution. The motion *Prevailed.*

Alderman Despres presented a motion to Amend said proposed resolution by adding the following:

> "Be it further ordained by the City Council of the City of Chicago that:
>
> Section 1. The Planned Development ordinance affecting said property is hereby repealed.
>
> Section 2. This ordinance shall take effect upon passage and due publication."

Alderman Despres moved to *Approve* said proposed amendment to the resolution. The motion *Prevailed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—45.

*Nays*—Alderman Marzullo—1.

The main question thereupon being put on the adoption of the proposed resolution, *as amended,* said proposed resolution was *Adopted*, by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling —46.

*Nays*—None.

## *CITY COUNCIL INFORMED AS TO MISCELLANEOUS DOCUMENTS FILED OR RECEIVED IN CITY CLERK'S OFFICE.*

John C. Marcin, City Clerk, informed the City Council that documents have been filed or received in his office, relating to the respective subjects designated, as follows:

### *Proclamations.*

Proclamations of Honorable Richard J. Daley, Mayor, designating times for special observances as follows:

"Histadrut Day in Chicago": Sunday, December 7, 1969.

### *Resignation of Alderman Metcalfe as President Pro Tem. of City Council and as Chairman of Committee on Buildings and Zoning.*

Also the following communication signed by Alderman Metcalfe and filed in the City Clerk's office, submitting his resignation as President Pro Tem. of the City Council and as Chairman of the Committee on Buildings and Zoning.—*Placed on File:*

December 8, 1969.

*Chicago City Council, City Hall, Chicago, Illinois:*

GENTLEMEN—I have this date filed my petitions for nomination to be a candidate of the Democratic Party for the Office of Representative in Congress for the First Congressional District of the State of Illinois.

It is my intention to wage an intensive campaign for my candidacy and for the entire Democratic slate of candidates for nomination in the March 17, 1970 Primary.

I will need sufficient time to carry out the above objectives. Therefore, I tender you my resignation as President Pro Tem. of the City Council and as Chairman of the Committee on Buildings and Zoning of the City Council.

You have honored me by your vote of confidence in both instances, for which I am most humbly appreciative. Thank you, gentlemen, for the opportunities to serve Mayor Richard J. Daley; our Floor Leader, Alderman Thomas E. Keane; you, the members of the Council, and the City of Chicago.

Sincerely,

(Signed) RALPH H. METCALFE,
*Alderman, 3rd Ward.*

### *Resignation of Alderman Collins as Chairman of Committee on License.*

Also the following communication signed by Alderman Collins and filed in the City Clerk's office, submitting his resignation as Chairman of the Committee on License.—*Placed on File:*

December 9, 1969.

*To the Honorable, The Members of the City Council of the City of Chicago:*

MY DEAR COLLEAGUES—I hereby tender my resignation as Chairman of the Chicago City Council Committee on License. Because of the additional efforts which will be required of me in managing my campaign for the Congress of the United States, I will be unable to devote the amount of attention which I believe is appropriate for the Chairman of an important City Council Committee.

I wish to thank the President, Mayor Richard J. Daley, and the Chairman of the Committee on Finance, the leader of the City Council, Alderman Thomas E. Keane, and the entire membership of the City Council for the support which you have given me; and I remain

Sincerely yours,

(Signed) GEORGE W. COLLINS,
*Alderman, 24th Ward.*

### *Acceptance, Assignment and Bonds under Ordinances.*

Also acceptance, assignment and bonds under ordinances as follows:

Mid America Management Company: new bond together with an assignment from Richard Kamen of all right, title, interest and benefits to vault under an ordinance passed on April 29, 1966; filed on October 24, 1969;

Herman A. Neiburger: acceptance and bond under an ordinance passed on September 17, 1969 (loading device); filed on November 12, 1969.

### *Duplicate Payrolls.*

Also duplicate payrolls for the period ended on November 15, 1969, received from Otto H. Loser, City Comptroller, as follows:

Police Department Payrolls 1180, 1180H, 1186 and 1187;
Fire Department Payrolls 1230, 1230H and 1235;
Miscellaneous Payrolls.

## *CITY COUNCIL INFORMED AS TO PUBLICATION OF ORDINANCES.*

The City Clerk informed the City Council that all those ordinances which were passed by the City Council on December 2, 1969, and which were required by statute to be published in book or pamphlet form or in one or more newspapers, were published in pamphlet form on December 8, 1969 by being printed in full text in printed pamphlet copies of the Journal of the Proceedings of the City Council of the regular meeting held on December 2, 1969 [published by authority of the City Council in accordance with the provisions of Section 5-5 of the Municipal Code of Chicago, as passed on December 22, 1947], which printed pamphlet copies were delivered to the City Clerk on December 8, 1969.

## *MISCELLANEOUS COMMUNICATIONS, REPORTS, ETC. REQUIRING COUNCIL ACTION (TRANSMITTED TO CITY COUNCIL BY CITY CLERK).*

The City Clerk transmitted communications, reports etc., relating to the respective subjects listed below, which were acted upon by the City Council in each case in the manner noted, as follows:

### *Monthly Report of Board of Health (Medical Examination and Emergency Treatment).*

A report of the Board of Health (Medical Examination and Emergency Treatment) for the month of November, 1969.—*Placed on File.*

### *Annual Departmental Reports.*

Also the following annual reports for the year ended December 31, 1968, which were *Placed on File:*

Department of Development and Planning, submitted by Lewis W. Hill, Commissioner;

Department of Urban Renewal, submitted by Lewis W. Hill, Commissioner.

### *Court Decision.*

Also a communication from the Department of Law signed by John J. George, Assistant Corporation Counsel and Marvin E. Aspen, Head of Appeals and Review Division, addressed to the City Council under date of December 2, 1969, advising the City Council that on November 26, 1969 the Illinois Supreme Court rendered an opinion in a cause entitled *City of Chicago vs. Karl Meyer, Illinois Supreme Court No. 41117.* This was an appeal from the finding of the Circuit Court of Cook County declaring defendant guilty on both charges of disorderly conduct and interfering with a police officer in the discharge of his duties. The appeal was mainly based on a challenge of the constitutionality of both City ordinances. On the charge of interference with a police officer (Sec. 11-33 of the Municipal Code of Chicago) the Illinois Supreme Court affirmed the decision of the lower Court. The higher Court in the same opinion reversed the Circuit Court on the disorderly conduct charge (Sec. 193-1). Affirmed in part and reversed in part, which was *Placed on File.*

### *Zoning Reclassification of Particular Area.*

Also an application (in triplicate) from the Marquette National Bank, Trust No. 413, together with the proposed ordinance for amendment of the Chicago Zoning Ordinance, as amended, for the purpose of reclassifying as a B4-2 Restricted Service District instead of a B4-1 Restricted Service District the area shown on Map No. 16-J bounded by

W. 63rd Street; S. Karlov Avenue; the alley next south of and parallel to W. 63rd Street; and S. Keeler Avenue;

which was *Referred to the Committee on Buildings and Zoning.*

### *Claims against City of Chicago.*

Also claims against the City of Chicago, which were *Referred to the Committee on Finance,* filed by the following:

Allstate Insurance Co. and Howard Saxner, Ashland Building and Improvement Co., Steven Coen, Charles A. Corrado, Sr., William J. Coyle, Leo Dzierzbicki, May Evans, Franklin Feder, 542 W. Madison Delicatessen and Liquors, Inc., Samuel Gogol, Gernot Gruber, Theodore A. Harris, Morton Lewis, Mt. Olive Lutheran Church, State Farm Insurance Co. and John Polakowski, Albert L. Taborn, Travelers Insurance Co. and Nick Vagenas, Volkswagen Insurance Co. and Mary Bohlman, Bonnie von Wachenfeldt, Delores E. Wack.

### *Rescinding of Certain Grants of Privileges in Public Ways.*

Also three communications from Otto H. Loser, City Comptroller, addressed to the Mayor and the City Council transmitting three proposed ordinances to repeal ordinances making grants of privileges in public ways, for the reasons stated, which were *Referred to the Committee on Local Industries, Streets and Alleys,* as follows:

Air Products and Chemicals, Inc., under terms of an ordinance passed on April 25, 1969; to install private pipe line for the transmission of gaseous oxygen consisting of steel pipe to run under, along and across E. 124th Street to E. 116th Street and in the vicinity of S. Yates Avenue, E. 114th Street and S. Torrence Avenue, and other sundry public streets, alleys and highways (new account established);

Ventilating Equipment Co., under terms of an ordinance passed on November 16, 1964; maintenance and use of switch track at street grade in N. North Branch Street 330 feet northwesterly of the northerly line of W. Bliss Street to the south line of W. Division Street (switch track removed);

H. Kramer and Co., under terms of an ordinance passed on November 15, 1966; installation of two steel pipes, containing cable, wires and communication lines under and across W. 21st Place east of S. Loomis Street, connecting No. 1340 W. 21st Place with No. 1339 W. 21st Place (area vacated by ordinance).

### *Proposed Ordinance for Franchise Granting San Jose Cable TV Company Permission to Operate Community Antenna Television within City of Chicago.*

Also a communication from the San Jose Cable TV Company, signed by James R. Conway, President, addressed to the City Clerk under date of December 2, 1969, transmitting a proposed ordinance for a franchise agreement with the San Jose Cable TV Company to operate a Community Antenna Television within the City of Chicago, which was *Referred to the Committee on Finance.*

### *Placed on File*—ORDER, DEMAND AND DIRECTION TO CITY COUNCIL TO LEVY SPECIFIED TAX TO PAY RENTALS UNDER TERMS OF LEASE AGREEMENT WITH PUBLIC BUILDING COMMISSION OF CHICAGO AND BOARD OF EDUCATION FOR SCHOOL SITE PROJECT BE-1, SCHILLER.

The City Clerk transmitted the following communication, which was, together with certified copies of resolutions transmitted therewith, *Placed on File:*

CITY OF CHICAGO
BOARD OF EDUCATION

NOVEMBER 17, 1969.

*To The Honorable Richard J. Daley,*
*Mayor of the City of Chicago,*
*and the City Council Assembled:*

GENTLEMEN—The Board of Education of the City of Chicago at its adjourned regular meeting held on November 17, 1969, adopted a resolution authorizing a lease with the Public Building Commission of Chicago for School Site Project BE-1, Schiller, and providing for the levy and collection of a direct annual tax sufficient to pay the annual rentals under said lease, a certified copy of which resolution is herewith sent to you for your consideration and approval.

At this time, the Board of Education of the City of Chicago, pursuant to the above resolution, makes formal demand upon the City Council of the City of Chicago and said City Council is hereby directed to pass an ordinance providing for the levy and collection of a direct annual tax sufficient to pay the annual rentals under said lease entered into between the Board of Education of the City of Chicago and the Public Building Commission of Chicago, all pursuant to the terms of the above mentioned resolution of the Board of Education.

*Respectfully submitted,*

Board of Education of the City of Chicago
(Signed) Frank M. Whiston,
*President.*

Attest: M. Q. Collins,
*Secretary.*

[Impression of Corporate Seal of Board of Education of the City of Chicago]

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# REPORTS OF COMMITTEES.

Committee reports were submitted as indicated below. *No request under the statute was made by any two aldermen present to defer any of said reports for final action thereon, to the next regular meeting of the Council, except where otherwise indicated.*

## COMMITTEE ON FINANCE.

### Transfers of Funds in Appropriations Authorized and Directed.

**The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, to authorize and direct transfers of funds in certain appropriations.**

**On motion of Alderman Keane the said proposed ordinance was *Passed,* by yeas and nays as follows:**

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—46.

*Nays*—None.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

Section 1. **That the City Comptroller and the City Treasurer are authorized and directed to make the** following transfers of funds for the year 1969. The department heads making the requests for these transfers have certified that such transfers from the accounts shown will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1969, payable from such appropriations:

| *From Account* | *Purpose* | *Amount* | *To Account* | *Purpose* | *Amount* |
|---|---|---|---|---|---|
| Department of Aviation | | | | | |
| 100.8655.161 | Repair or Maintenance of Facilities | $ 1,500.00 | 100.8655.340 | Material and Supplies | $ 1,500.00 |
| Mayor's Office<br>*Budgetary Division* | | | | | |
| 100.1140.005 | Salaries and Wages—on Payroll | 1,000.00 | 100.1140.228 | Automobile Allowance—schedule rate | 1,000.00 |
| Department of Law | | | | | |
| 100.1610.005 | Salaries and Wages—on Payroll | 45,000.00 | 100.1610.143 | Court Reporting | 35,000.00 |
| | | | 100.1610.150 | Publications | 5,000.00 |
| | | | 100.1610.152 | Advertising (Legal Notices) | 3,000.00 |
| | | | 100.1610.157 | Rental of Equipment and Services | 1,500.00 |
| | | | 100.1610.186 | Telephone | 500.00 |
| Local Liquor Control Commissioner | | | | | |
| 100.4860.143 | Court Reporting | 28,000.00 | 100.4860.010 | Salaries and Wages—on Voucher | 28,000.00 |

### Committee on Local Transportation

| *From Account* | *Purpose* | *Amount* | *To Account* | *Purpose* | *Amount* |
|---|---|---|---|---|---|
| 860.1248.005 | Salaries and Wages—on Payroll | $ 931.00 | 860.1248.832 | For the employment of special counsel, engineers, valuators and investigators and for the payment of other expenses arising from and in connection with fare rate cases, condemnation or any other proceedings, relating to local transportation operations | $ 2,731.00 |
| 860.1248.831 | General office expense, including rentals, postage, printing, equipment and supplies, compensation for use of 4 personally owned automobiles payment of unpaid bills, incurred for such purposes | 1,800.00 | | | |

### Commission for the Rehabilitation of Persons

| *From Account* | *Purpose* | *Amount* | *To Account* | *Purpose* | *Amount* |
|---|---|---|---|---|---|
| 100.3440.526 | Improvements | 500.00 | 100.3440.157 | Rental of Equipment and Services | 100.00 |
| 100.3440.245 | Reimbursement to Travelers | 200.00 | 100.3440.162 | Repair or Maintenance of Equipment | 300.00 |
| 100.3440.350 | Stationery and Office Supplies | 300.00 | 100.3440.166 | Subscription and Dues | 100.00 |
| | | | 100.3440.270 | Local Transportation | 200.00 |
| | | | 100.3440.340 | Material and Supplies | 300.00 |

### Department of Public Works

| *From Account* | *Purpose* | *Amount* | *To Account* | *Purpose* | *Amount* |
|---|---|---|---|---|---|
| 100.6411.005 | Salaries and Wages—on Payroll | 15,000.00 | 100.6413.157 | Rental of Equipment and Services | 55,000.00 |
| 100.6412.005 | Salaries and Wages—on Payroll | 50,000.00 | 100.6414.552 | Rehabilitation of electric wiring system in City owned buildings including labor and material | 45,000.00 |
| 100.6414.005 | Salaries and Wages—on Payroll | 50,000.00 | | | |
| 100.6421.005 | Salaries and Wages—on Payroll | 40,000.00 | 100.6429.212 | Coal | 80,000.00 |
| 100.6422.005 | Salaries and Wages—on Payroll | 20,000.00 | | | |
| 100.6426.005 | Salaries and Wages—on Payroll | 5,000.00 | | | |

### Department of Purchases, Contracts and Supplies

| *From Account* | *Purpose* | *Amount* | *To Account* | *Purpose* | *Amount* |
|---|---|---|---|---|---|
| 200.1816.005 | Salaries and Wages—on Payroll | 15,000.00 | 200.1818.526 | Improvement | 15,000.00 |

### Department of Water and Sewers

*Bureau of Water*

*Water Distribution Division*

| *From Account* | *Purpose* | *Amount* | *To Account* | *Purpose* | *Amount* |
|---|---|---|---|---|---|
| 200.8270.158 | Rental of Equipment and Services—City Owned | 20,000.00 | 200.8270.005 | Salaries and Wages—on Payroll | 704,000.00 |
| 200.8270.163 | Restoration of Street Openings | 78,000.00 | 200.8270.020 | Overtime | 94,000.00 |
| 200.8240.342 | Drug, Medical and Chemical Materials and Supplies | 450,000.00 | | | |
| 200.8250.312 | Coal | 220,000.00 | | | |
| 200.8250.314 | Fuel Oil | 30,000.00 | | | |

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### Authority Granted for Acceptance of Grant from U.S.A. for Low Cost Public Transportation between Jefferson Park Terminal and Chicago-O'Hare International Airport.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

WHEREAS, This Council by action taken April 25 1969 (C.J. pp. 5362, 5363) authorize the Mayor to file an application with the United States Department of Transportation for a Mass Transportation Demonstration Grant to aid in the financing of a lower cost public transportation bus system extending from the Jefferson Park terminal of the West, North West Rapid Transit route to the terminal and cargo areas at Chicago-O'Hare International Airport; and

WHEREAS, The Urban Mass Transportation Administration of the United States Department of Transportation has submitted a Grant Contract in the amount of $132,300 which represents 90 per cent of the actual cost of the demonstration project; and

WHEREAS, The City of Chicago is desirous of entering into this demonstration project and accepting the aforesaid Grant; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Mayor of the City of Chicago is authorized to accept the contract offer made by the Urban Mass Transportation Administration of the United States Department of Transportation for a demonstration project to provide low cost public transportation to O'Hare International Airport via an express bus service between the new Jefferson Park terminal of the extended Chicago Transit Authority's Rapid Transit Line in the median of the Kennedy Expressway to the terminal and cargo areas at the Airport. Said Demonstration Grant Contract being equal to 90 per cent of the actual cost of the project or in the amount of $132,300, whichever is lesser.

SECTION 2. That the Mayor of the City of Chicago is authorized in the acceptance of such a Federal Grant from the United States Department of Transportation to commit a local contribution equal to ten per cent of the contemplated project costs.

SECTION 3. That the Mayor of the City of Chicago is authorized to execute and file with such acceptance an assurance or any other document required by the United States Department of Transportation under its regulations effectuating Title VI of the Civil Rights Act of 1964.

SECTION 4. That the Executive Director of the Committee for Economic and Cultural Development of the City of Chicago be authorized and directed to furnish such additional information and assurances as the United States Department of Transportation may reasonably request in connection with the acceptance of the aforesaid Grant.

SECTION 5. This ordinance shall be in force and effect immediately upon its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—46.

*Nays*—None.

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### Acceptance Authorized of Lowest Bids for Urban Renewal Project Notes; Provision for Payment of Placement Fees and Acceptance of Contract Waiver from U.S.A.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

WHEREAS, The City of Chicago (herein called the "Local Issuing Agency") has previously adopted an ordinance entitled "Ordinance Authorizing the Sale, Issuance and Delivery of Project Notes and the Execution of Requisition Agreements" on the 9th day of April 1969; and

WHEREAS, The Local Issuing Agency and the United States of America (herein called the "Government") recognize the desirability of the Local Issuing Agency obtaining funds for the purpose described in the aforementioned ordinance from sources other than the Government despite the existence of abnormally high interest rates which presently prevail in the private money markets; and

WHEREAS, The Government proposes to enable the Local Issuing Agency to continue to obtain loan funds from sources other than the Government by the Government making payment of a supplemental grant and placement fee, where necessary, to the purchaser or purchasers of the Local Issuing Agency's Project Notes being awarded on the 12th day of November 1969 (herein called the "Notes"); now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The City Comptroller of the Local Issuing Agency after receiving Government approval of a recommended award of the Notes is hereby authorized and directed on behalf of the Local Issuing Agency to award the Notes at the lowest interest rate or rates, not in excess of six percent (6%) per annum, offered in the proposals, without reference to premiums, even if the lowest interest rate or rates offered exceed the Project Temporary Loan Interest Rate specified in the applicable Loan and Grant Contracts: Provided, However, that as among proposals specifying the same lowest interest rate and specifying a premium, the award shall be made on the basis of the highest premium per dollar principal amount of the Notes specified in such proposals: Provided Further, that in the event every proposal relating to all or any part of the Notes specifies a placement fee to be received by the purchaser as compensation for the placement of such Notes, then the award of the Notes to which such proposals relate shall be made on the basis of the lowest placement fee specified per dollar amount of such notes.

SECTION 2. The Commissioner of Urban Renewal of the Local Issuing Agency is further authorized and directed to accept, on behalf of the Local Issuing Agency, a fully executed waiver to the Loan and Grant Contracts between the Local Issuing Agency and the Government, such waiver to relate to the award of the Notes and to be offered by the Government.

SECTION 3. Each proposal submitted for all or a part of the Notes shall be substantially in the form of HUD-9402, which is incorporated herein by reference, and which is hereby approved by the Local Issuing Agency.

SECTION 4. The Local Issuing Agency hereby authorizes the Government to pay to any purchaser of the Notes the amounts of any supplemental grant which the Government becomes committed to make under the waiver identified in Section 2 hereof and, in addition, a placement fee as compensation for services required in placing the Notes.

SECTION 5. Any and all prior ordinances of the Local Issuing Agency are hereby amended to the extent necessary to enable the carrying out of the actions authorized herein.

SECTION 6. Any actions of the City Comptroller in carrying out the intent of this Ordinance prior to its passage are hereby ratified and affirmed.

SECTION 7. This ordinance shall take effect immediately.

**On motion of Alderman Keane the foregoing proposed ordinance was *Passed*, by yeas and nays as follows:**

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—46.

*Nays*—None.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost*.

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### Provision Made for Levy and Collection of a Direct Annual Tax on All Taxable Property in City for Payment of Annual Rentals to Public Building Commission of Chicago.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, to provide for the levy and collection of a direct annual tax sufficient to pay the annual rentals under a lease entered into by and between the Board of Education of the City of Chicago and the Public Building Commission of Chicago, for office space in City Hall-County Building.

On motion of Alderman Keane the said proposed ordinance was *Passed*, by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—46.

*Nays*—None.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost*.

The following is said ordinance as passed:

AN ORDINANCE

Providing for the Levy and Collection of a Direct Annual Tax sufficient to pay the annual rentals under a Lease entered into by and between the Board of Education of the City of Chicago and the Public Building Commission of Chicago, Cook County, Illinois.

WHEREAS, There has been filed with and there is before the City Council of the City of Chicago for consideration a certified copy of a resolution adopted on November 17, 1969 by the Board of Education of the City of Chicago, authorizing the execution of a lease between the Board of Education of the City of Chicago, being a School District in the City of Chicago, Cook County, Illinois, and Public Building Commission of Chicago for School Site Project BE-1, Schiller, and providing that the Board of Education order, direct and demand the City Council of the City of Chicago to enact an ordinance for the levy and collection of a direct annual tax sufficient to pay the rent payable under that certain lease entered into by and between the Board of Education of the City of Chicago and the Public Building Commission of Chicago, Cook County, Illinois, dated December 1, 1969 (a certified copy of which lease is hereto attached and marked Exhibit "A" and made a part hereof by reference), as and when the same becomes due and payable, which Resolution is as follows:

Resolution Authorizing Lease with Public Building Commission for School Site Project BE-1, Schiller, and Providing that as the Rents Thereunder Become Due there Shall be Levied by the City Council of the City of Chicago a Direct Annual Tax for the Payment Thereof.

Whereas, The Board of Education has heretofore approved a program for the construction of public schools and other educational facilities in cooperation with the Public Building Commission of Chicago, the Chicago Park District and other governmental agencies; and

Whereas, The first project to be developed has been designated as Project BE-1, Schiller; and

Whereas, The Board of Education has heretofore adopted Resolutions approving the location of said facilities; and

Whereas, Provision has been made for appropriate conveyance of the property to the Public Building Commission and for the leasing of the same by the Board of Education, together with the educational facilities to be constructed thereon; and

Whereas, The Public Building Commission has submitted to the Board of Education a lease, copy of which is on file in the office of the Secretary of the Board, containing the following provisions and conditions:

Lessor:

Public Building Commission of Chicago, a municipal corporation

Lessee:

Board of Education of the City of Chicago, a body politic and corporate

Premises:

Schiller School Site, as set forth in lease

Term:

Commencing December 1, 1969 and ending January 1, 1977

Rent:

| *Year* | *Rent* |
|---|---|
| January 1, 1971 | $726,779 |
| January 1, 1972 | 726,779 |
| January 1, 1973 | 729,901 |
| January 1, 1974 | 730,974 |
| January 1, 1975 | 729,999 |
| January 1, 1976 | 726,975 |

Operation & Maintenance:

The Board, as Lessee, is to operate and maintain the premises, undertake the cost of such operation and maintenance, and shall direct and demand the levy and collection of an annual tax sufficient to pay said costs.

Reverter:

At such time as the revenue bonds and other obligations of the Lessor incidental to said Project have been paid in full, the demised premises shall revert and be conveyed by the Lessor to the City of Chicago in Trust for Use of Schools.

Now, Therefore, Be It Resolved by the Board of Education of the City of Chicago, being a School District in the City of Chicago, County of Cook, Illinois, as follows:

Section 1. That the aforesaid lease be approved and that the President and Secretary of the Board of Education be authorized and directed to execute the same.

Section 2. For the purpose of providing for the payment of the rent provided for in said lease as the rent payments severally become due, there shall be levied by the City Council of the City of Chicago and there shall be collected a direct annual tax upon all the taxable property within the City of Chicago, being the School District named Board of Education of the City of Chicago, sufficient therefor and in particular but not in limitation of the foregoing, sufficient to produce the following sums for the following years:

| *Year of Levy* | *Amount* |
|---|---|
| 1969 | $ 726,779 |
| 1970 | 726,779 |
| 1971 | 729,901 |
| 1972 | 730,974 |
| 1973 | 729,999 |
| 1974 | 726,975 |
| | $4,371,407 |

and, as required by statute, the City Council of the City of Chicago is requested to consent by Ordinance to the payment of said rent and demand hereby is made upon the City Council of the City of Chicago and said City Council is hereby directed by Ordinance to levy and provide for the collection of a direct annual tax upon all taxable property within the City of Chicago, being the School District named Board of Education of the City of Chicago, sufficient to produce the sums hereinabove set out.

After the adoption of this Resolution and such Ordinance consenting to the payment of said rent and levy and collection of said taxes, the City Clerk of the City of Chicago is hereby directed to file a copy of said Ordinance which includes a copy of this Resolution, duly certified by said City Clerk, in the office of the County Clerk of Cook County, Illinois and in the office of the County Clerk of DuPage County, Illinois, whereupon it shall be the duty of such Clerks to extend the taxes in this Resolution and said Ordinance provided for.

Section 3. After the adoption of this Resolution, a copy thereof duly certified by the Secretary of the Board of Education of the City of Chicago shall be filed with the City Council of the City of Chicago with directions for presenting same to the City Council of the City of Chicago for consideration. After the City Council of the City of Chicago adopts an Ordinance consenting to the payment of said rent and providing for the levy and collection of said taxes as aforesaid for the payment thereof, a copy of such Ordinance and of the proceedings incident to its adoption, duly certified by the City Clerk of the City of Chicago shall be filed with the Secretary of the Board of Education of the City of Chicago and entered upon the official records thereof.

Section 4. Proceeds of the taxes hereby provided to be levied for the payment of the rent shall be deposited in a rent fund account and designated as "BE-1, Schiller Rent Fund" and shall be faithfully applied to the payment of said rent.

Section 5. This resolution shall take effect and be in force from and after its passage.

State of Illinois )
) ss
County of Cook )

I, Marguerite Q. Collins, Secretary of the Board of Education of the City of Chicago and keeper of the records thereof, do hereby certify that the foregoing is a true, complete and correct copy of "Resolution authorizing Lease with Public Building Commission for school site Project BE-1, Schiller, and providing that as the rents thereunder become due there shall be levied by the City Council of the City of Chicago a direct annual tax for the payment thereof", adopted by a vote of a majority of all the members of the said Board taken by yeas and nays and recorded at a regular adjourned meeting held on November 17, 1969, at the office of said Board of Education as the same appears upon the official record of proceedings of said Board of Education.

In Witness Whereof, I have hereunto affixed my official signature this ...... day of ...................., 1969.

..........................................................
Secretary, Board of Education of the
(Seal) City of Chicago

and

WHEREAS, In and by Section 18 of said Public Building Commission Act the governing body of each municipal corporation having taxing powers entering into a Lease with the Public Building Commission of Chicago, is required to provide by Ordinance for the levy and collection of a direct annual tax sufficient to pay the annual rentals under such Lease as and when they become due and payable within twenty years from the date thereof; and

WHEREAS, The Board of Education of the City of Chicago, under authority of Section 34-55 of the School Code, duly adopted a resolution ordering, directing and demanding the City Council of the City of Chicago to enact an Ordinance for the levy and collection of a direct annual tax sufficient to pay the annual rentals under said Lease; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That for the purpose of paying the annual rentals due and payable by the Board of Education of the City of Chicago under that certain Lease entered into by and between the Board of Education of the City of Chicago and the Public Building Commission of Chicago, Cook County, Illinois, dated December 1, 1969 (a certified copy of which Lease is hereto attached and marked Exhibit "A" and made a part hereof by reference), there be and there is hereby levied a direct annual tax upon all the taxable property in the City of Chicago for the purpose of paying such annual rentals provided for by said Lease, and for that purpose there be and there is hereby levied a direct annual tax for each of the years, collectible in the following years, as follows:

| *Year* | *Amount* |
|---|---|
| 1969 | $726,779 |
| 1970 | 726,779 |

| *Year* | *Amount* |
|---|---|
| 1971 | 729,901 |
| 1972 | 730,974 |
| 1973 | 729,999 |
| 1974 | 726,975 |

SECTION 2. That the City Clerk of the City of Chicago be and is hereby ordered and directed to file a certified copy of this Ordinance, having attached a certified copy of the Lease referred to in this Ordinance, with the County Clerks of the County of Cook and the County of DuPage, Illinois, which shall constitute the authority for said County Clerks and it shall be the duty of said County Clerks to extend the tax annually as provided for in and by this ordinance to pay the annual rentals under such Lease as and when the same become due and payable, and the County Clerks shall ascertain the rate per cent upon all the taxable property subject to taxation within the City of Chicago, Illinois, for each of said years 1969 to 1974, inclusive, as that property is assessed or equalized by the State Department of Revenue which will produce the net amount of not less than the amount provided for in and by this Ordinance and of the annual rentals provided for in such Lease hereto attached, and it shall be the duty of said County Clerks annually to extend such tax against all the taxable property contained in the City of Chicago as herein provided, and sufficient to pay the annual rentals under such Lease hereto attached, and such tax shall be levied and collected in like manner as other taxes of said City, and shall be in addition to all other taxes now or hereafter authorized to be levied by the City of Chicago and shall not be included within any statutory limitation of rate or amount, but shall be excluded therefrom and be in addition thereto and in excess thereof.

SECTION 3. That this Ordinance shall be in full force and effect immediately upon its passage and publication as required by law.

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## Waiver and Release of Reverter Provision in Deed of Conveyance of Certain Land Conveyed by City in Trust for Use of Schools to Public Building Commission of Chicago (Project BE-1, Schiller.

**The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:**

AN ORDINANCE

For Waiver and Release of Reverter Provision in Deed of Conveyance for Certain Land Conveyed by the City of Chicago in Trust for the Use of Schools to the Public Building Commission of Chicago

Project BE-1, Schiller

WHEREAS, The Board of Education of the City of Chicago at its regular meeting on April 10, 1968 adopted Resolution No. 68-343 which ordered and requested the City Council of the City of Chicago to donate and convey title to the school real estate, subject to reverter to the City of Chicago in Trust for the Use of Schools at such time as all revenue bonds and other obligations of the Public Building Commission of Chicago incident to the real estate conveyed have been paid in full, to the Public Building Commission of Chicago; and

WHEREAS, The Board of Education of the City of Chicago did make written request to the City Council to donate and convey title to said real estate to the Public Building Commission of Chicago; and

WHEREAS, The City Council did pass an ordinance at its regular meeting on April 17, 1968 authorizing and directing the Mayor and City Clerk of the City of Chicago to execute proper deed of conveyance subject to reverter provision as noted above; and

WHEREAS, There has been an increase in area of the designated site due to the fact that the Chicago Housing Authority has agreed to convey to the Public Building Commission of Chicago a tract of land containing 29,809 square feet which lies east of and adjoins the original site; and

WHEREAS, A partial consideration for the conveyance of the Chicago Housing Authority tract is to be the conveyance to the Chicago Housing Authority of a triangular parcel of land containing 6,784 square feet located at the northeastern portion of the original site, and which is included in the description of the land to be conveyed to the Public Building Commission of Chicago with the reverter provision heretofore recited; and

WHEREAS, The Board of Education of the City of Chicago at its adjourned regular meeting on November 17, 1969 adopted Resolution No. 69-868-1 which ordered and requested the City Council of the City of Chicago to waive and release the reverter provision of the deed insofar as said reverter provision applies to the tract of land to be conveyed to the Chicago Housing Authority by the Public Building Commission of Chicago; and

WHEREAS, Written request has been made by the Board of Education of the City of Chicago to waive and release the reverter provision with respect to the aforesaid tract of land; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the reverter be and is hereby released as to the following described tract of land, which has heretofore been conveyed by the City of Chicago in Trust for the Use of Schools to the Public Building Commission of Chicago, to wit:

Commencing at a point being the intersection of the North line of Evergreen Avenue and the Southeast line of N. Ogden Avenue (as opened and extended pursuant to an ordinance passed by the City Council of Chicago, February 18, 1919);

(Note: The North line of Evergreen Avenue is considered due east for the following courses.) thence due East in the North line of Evergreen Avenue, a distance of 370 feet to a point;

thence due North in a line, a distance of 251.57 feet to a point in the Southeasterly line of Lot 7, in aforesaid Assessor's Division for the point of beginning of the following described parcel of land;

thence continuing due North in aforesaid line, a distance of 165.82 feet to a point in the Northeasterly line of aforesaid Lots 2 to 7, being also the Southwest line of Clybourn Avenue;

thence South 44° 56′ East in aforesaid Southwest line of Clybourn Avenue, a distance of 117.39 feet to the Northeast corner of aforesaid Lot 7;

thence South 45° 04′ West, a distance of 117.12 feet to the point of beginning; in Cook County, Illinois; containing 6,874 square feet, more or less.

SECTION 2. That the Mayor and City Clerk be and they are hereby authorized and directed to execute any necessary documents for the waiver and release of the above noted reverter.

SECTION 3. This ordinance shall be in force and effect from and after its passage and approval.

**On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:**

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—46.

*Nays*—None.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

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### Authority Granted for Conveyance of Title without Reverter Provision to Public Building Commission of Chicago of Certain School Land (Project BE-1, Schiller).

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

Authorizing the Conveyance of Title to Public Building Commission of Chicago of Certain School Land as Part of Project BE-1, Schiller

WHEREAS, The original site to be acquired by the Public Building Commission of Chicago for the purpose of constructing a public elementary school and park, recreational, playground and other related public facilities has been amended and modified by agreement between the Public Building Commission of Chicago, the Board of Education of the City of Chicago and the Chicago Park District; and

WHEREAS, Resolutions approving the site as amended and so modified have been passed and adopted by all the public bodies which are parties to said project; and

WHEREAS, A portion of said site, containing an area of 5,095 square feet, which is to be used for the location of the gymnasium and related facilities of the Chicago Park District, title to which is in the City of Chicago in Trust for the Use of Schools, and said portion of the site is to be leased to the Chicago Park District, it is necessary that this tract of land, hereinafter described, be donated and conveyed by the City of Chicago in Trust for the Use of Schools to the Public Building Commission of Chicago with no reverter provision as this tract is to be conveyed by the Public Building Commission of Chicago to the Chicago Park District at such time as the revenue bonds and other obligations of the Public Building Commission of Chicago incident to this real property to be leased to the Chicago Park District are paid in full; and

WHEREAS, The Board of Education of the City of Chicago at its adjourned regular meeting on November 17, 1969 adopted Resolution No. 69-868-2 which ordered and requested the City Council of the City of Chicago to donate and convey title to certain school real estate, hereinafter described, to the Public Building Commission of Chicago without any reverter provision; and

WHEREAS, Written request has been made by the Board of Education of the City of Chicago to donate and convey title to said school real estate to the Public Building Commission of Chicago without any reverter provision; now, therefore,

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the following described real estate, to wit:

That part of original Lots 68, 71 and 73 in Butterfield's Addition to Chicago, in the Northwest 1/4 of Section 4, Township 39 North, Range 14 East of the Third Principal Meridian and part of the West half of vacated Vine Street, all taken as a tract described as follows:

(Note: The East line of aforesaid Lot 68 is considered "Due North" for the following courses.) Commencing at a point in the East line of the West half of vacated North Vine Street that is 10 feet east of and 72.81 feet north of the Southeast corner of aforesaid Lot 68;

thence due North, a distance of 49.19 feet to a point; thence South 89° 52′ West, a distance of 100.50 feet to a point; thence due North, a distance of 11.00 feet to a point; thence South 89° 52′ West, a distance of 27.50 feet to a point; thence due North, a distance of 2.00 feet to a point; thence South 89° 52′ West, a distance of 69.96 feet to a point; thence due South a distance of 13.40 feet to a point in North face of a 1, 2 and 3 story brick building known as the New Schiller School;

(Note: The following courses are along the North and East walls of aforesaid school and the last course will be the prolongation east of a brick wall.)

thence North 89° 52′ East, a distance of 94.48 feet to a point; thence South, a distance of 23.73 feet to a point; thence North 89° 52′ East, a distance of 21.37 feet to a point; thence due South, a distance of 25.06 feet to a point; thence North 89° 52′ East, a distance of 82.11 feet to the point of beginning, in Cook County, Illinois

be donated and conveyed to the Public Building Commission of Chicago with no reverter provision.

SECTION 2. That the Mayor and the City Clerk of the City of Chicago be and they are hereby authorized and directed to execute proper deed or deeds of conveyance to the real property described above to the Public Building Commission of Chicago with no reverter provision.

SECTION 3. This ordinance shall be in full force and effect from and after its passage and approval.

**On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:**

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—46.

*Nays*—None.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

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## Filing of Application Authorized with U.S.A. for Title Transfer to Certain Property Abutting Military Reservation at Chicago-O'Hare International Airport and for Acceptance of Quitclaim Deed to Said Property.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith (referred to the committee on October 29, 1969), to authorize the filing of an application with the United States of America for a title transfer to certain property abutting the Military Reservation at Chicago-O'Hare International Airport and for acceptance of a quitclaim deed to said property.

On motion of Alderman Keane the said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—46.

*Nays*—None.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Mayor is authorized to submit an application for airport property to and accept on behalf of the City of Chicago a Quitclaim Deed from the General Services Administration United States Government for real estate legally described as follows:

*GSA Disposal No. D-ILL-496A*

That portion of the following described tract of land which lies southwesterly of Mannheim Road as relocated:

That part of the NW ¼ of Section 4, T40N, R12E, 3rd PM, Cook County, Illinois, and more particularly described as follows:

Beginning at a point on the North Line of the NW ¼ of Section 4, 364.32 feet of the NW Corner thereof; thence easterly along the North Line of said Section 1001.46 feet to a point; thence 87° 31′ 37″ counterclockwise from the last described line 2,210 feet, more or less, to a point; thence West at a right angle from the last described line 850 feet, more or less, to a point; North along a line extended South, one (1) foot East of Barracks Building No. 331, 962 feet, more or less, to a point; thence West at a right angle from the last described line 500 feet, more or less, to a point in the center of Old Mannheim Road, thence northeasterly and northerly along said Centerline 1,080 feet, more or less, to the Point of Beginning.

Said application and Quitclaim Deed to be in substantially the following form:

GENERAL SERVICES ADMINISTRATION
PROPERTY MANAGEMENT AND DISPOSAL SERVICE
U.S. COURTHOUSE AND FEDERAL OFFICE BUILDING
219 SOUTH DEARBORN STREET
CHICAGO, ILLINOIS 60604

### APPLICATION FOR AIRPORT PROPERTY BY STATE, POLITICAL SUBDIVISION, MUNICIPALITY, OR TAX-SUPPORTED INSTITUTION

Application is hereby made to the Administrator of General Services by........................ (hereinafter referred to as Applicant) for the transfer to it, upon the terms and conditions hereinafter set forth, of surplus property constituting all or part of the installation generally known as ........................, located in or near ................., State of ............... including certain personal property, all as more particularly described in Attachment "A" attached hereto and made a part hereof.

*Terms and Conditions*

1. This Application and its acceptance by the United States of America, acting by and through the Administrator of General Services, hereinafter sometimes referred to as the Government, shall constitute the entire agreement between the Applicant and the Government, unless modified in writing signed by both parties.

2. Applicant warrants that no person or agency has been employed or retained to solicit or secure acceptance of this application upon an agreement or understanding for a commission, percentage, brokerage or other contingent fee, except bona fide employees or bona fide commercial agencies maintained by the Applicant for the purpose of doing business. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability, or in its discretion to require Applicant to pay to it the full amount of such commission, percentage, brokerage or contingent fee.

3. The failure of Applicant to inspect fully the property described in Attachment "A" or to be fully informed as to the condition thereof will not constitute grounds for any noncompliance with the terms of this Application if accepted by the Government.

4. The property offered for disposal will be transferred "as is" and "where is" without warranty or guaranty, express or implied, of any kind or nature.

5. Transfer of the property shall be accomplished by an Indenture in form and substance substantially as set forth in Attachment "B".

6. The Applicant shall take title subject to such rights, if any, as third persons may have in the above-described premises at the date of disposal of said premises by virtue of any grant from the United States or others and shall assume all duties, obligations, and liabilities of the United States or any agency thereof thereunder and hold the same harmless from all claims arising therefrom.

7. There is reserved to the Government and its assigns, the right, title, and interest in and to all property of whatsoever nature not specifically transferred, together with right of removal thereof from the premises within a reasonable time, which shall not be construed to mean any period less than one (1) year after the date of the instrument of transfer. During such period, the United States, its agents, customers, transferees, successors in interest, and assigns shall have a right of ingress to and egress from the premises for the purpose of using, disposing of by sale or otherwise, and removing such property.

8. The Applicant shall make payment in cash to the General Services Administration of an amount of money equivalent to the prorata amount, as of the date of acceptance of the application of all taxes, assessments, and similar charges made against the property to be conveyed, in instances where the particular Government agency holding the property is liable for the payment of such taxes, assessments, or charges.

9. From the time the Government gives notice of acceptance of the application, the Applicant shall bear all risks and shall bear any and all losses sustained by reason of damage or injuries that may be suffered by the airport property, and notwithstanding such losses, damage, or injuries, each and all of the provisions of the agreement formed by acceptance of this application shall remain unimpaired and in full force and effect.

10. Upon receipt of Notice of Acceptance of the application by the Government, the successful Applicant may, at its option, and upon notification to the Government and approval of the holding Government agency, immediately enter into possession of the airport property and use, operate, and maintain the same subject to, and in accordance with, all of the terms and conditions set out herein and in addition, for the period prior to delivery of the Indenture conveying legal title, subject to and in accordance with the following provisions and conditions:

a. The operation of the airport property shall be subject to such regulations as may be prescribed by the Administrator of the Federal Aviation Agency from time to time, and the Applicant shall comply with all pertinent laws, ordinances, rules, orders, or other applicable regulations and shall hold the United States harmless from any liability or penalty which may be imposed by reason of any asserted violation thereof by the Applicant.

b. The Applicant shall not make, permit, or suffer any additions, improvements, or alterations to the airport property which constitute any major structural change or changes unless such change or changes (1) are made in carrying out a project under the Federal Airport Act of 1946, as amended (49 U.S.C. 1101); or (2) are made with the prior written consent of the Administrator of the Federal Aviation Agency. Change or changes made with the prior written consent of said Administrator and not under the Federal-Aid Airport Program shall be solely at the expense of the Applicant, and unless such consent provides specifically that title to the addition or improvements so made shall vest in the Applicant, title thereto shall at all times remain in the United States and such additions or improvements shall be subject to all terms and conditions of this instrument. The Applicant agrees to hold the United States harmless from mechanics' and materialmen's liens arising from any additions, improvements, or alterations affected by the Applicant.

c. The General Services Administration and the Federal Aviation Agency, or the designated representatives of either of them, shall have the right to inspect the airport at all times.

d. The Applicant agrees to maintain, indemnify, and save harmless the United States against and from any and all claims for damages which may arise from or in connection with the privileges herein granted, excepting claims for injuries or death to persons resulting from willful or negligent acts or omissions of the United States or any of its officers, employees, agents, or agencies.

e. The Applicant shall assume responsibility for the payment of all taxes and assessments and public utility charges becoming due on the property from the date of its entering into possession of the airport property.

f. If the Applicant violates or neglects to perform any of the terms or conditions of the agreement formed by the acceptance of its application, it will, if required by the Government, vacate said premises, remove all property of the Applicant therefrom and restore the land, improvements, facilities, and equipment included herein to as good condition on such date of expiration or relinquishment as when received, ordinary wear and tear excepted. If the Applicant shall fail or neglect to remove said property and to restore the land, improvements, facilities, and equipment included herein, then, at the option of the Government, said property shall either become the property of the United States without compensation therefor, or the Government may cause the property to be removed and the land, improvements, facilities, and equipment included herein to be so restored at the expense of the Applicant and no claim for damage against the United States or its officers or agents shall be created by or made on account of such removal and restoration.

g. When Government Property is Unaccounted For. If, upon removal of the Applicant from the premises prior to its acceptance of delivery of the instrument or instruments of transfer conveying title to the airport, any property (other than usable supplies and maintenance materials) of the United States is unaccounted for, the Applicant shall make replacement to the satisfaction of the Administrator of the Federal Aviation Agency, or in lieu of such replacement, the applicant shall, if so required by the Administrator of the Federal Aviation Agency, pay to the United States money in an amount sufficient to compensate for the loss sustained by the United States or any of its agencies.

11. The Applicant agrees to perform all acts necessary or desirable to enable it to enter into possession of the property within ........... days after acceptance of its application by the Government and agrees to enter into possession not later than that date, under the same provisions and conditions of possession as set out in paragraph 10 above. Time shall be of the essence in the agreement formed by such acceptance.

12. The Government may assign or transfer its right, title, and interest in the agreement formed by its acceptance of the application to any branch or agency of the United States, and upon such assignment or transfer, such branch or agency shall succeed to all the rights, powers, privileges, immunities, duties, and obligations of the Government hereunder, and the Administrator of General Services shall cease to have any duties or obligations hereunder.

13. Neither the agreement formed by acceptance of this application nor any interest therein shall be assigned or transferred by the Applicant to any other party.

14. Notice by the Government of acceptance or rejection of the application, if not personally made

to a duly authorized representative of the applicant, shall be deemed to have been sufficiently given when mailed in a postpaid or franked envelope to the applicant at the address indicated in the application.

15. The attached "Assurance of Compliance with GSA Regulations under Title VI of the Civil Rights Act of 1964" is hereby made a part of this application. The provisions required to be inserted in the deed by the last paragraph of such assurance will be in addition to those contained in Attachment "B" referred to in paragraph 5 above.

16. No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of the agreement formed by the acceptance of this application or to any benefit that may arise therefrom, but this provision shall not be construed to extend to such agreement if made with a corporation for its general benefit.

Dated this ............... day of ......................., 19.......

(Name)

(Seal) (Title)

(Address of Applicant)

Acceptance by the Government

Accepted by Government this ............... day of ..........................., 19.......

United States of America
Acting by and through the Administrator of General Services
By ____________________
Title ____________________

Assurance of Compliance with GSA Regulations under Title VI of the Civil Rights Act of 1964

The following agreement is made by the applicant in consideration of and for the purpose of obtaining the transfer of any or all property covered by this application and the applicant recognizes and agrees that any such transfer will be made by the United States in reliance on said agreement.

The applicant agrees that (1) the program for or in connection with which any property covered by this application is transferred to the applicant will be conducted in compliance with, and the applicant will comply with and require any other person (any legal entity) who through contractual or other arrangements with the applicant is authorized to provide services or benefits under said program to comply with, all requirements imposed by or pursuant to the regulations of the General Services Administration (41 CFR Subpart 101-6.2) issued under the provisions of Title VI of the Civil Rights Act of 1964; (2) this agreement shall be subject in all respects to the provisions of said regulations; (3) the applicant will promptly take and continue to take such action as may be necessary to effectuate this agreement; (4) the United States shall have the right to seek judicial enforcement of this agreement; and (5) this agreement shall be binding upon the successors and assigns of the applicant.

It is agreed that the instrument effecting the transfer to the applicant of any property covered by this application will contain provisions satisfactory to the United States incorporating the substance of the foregoing agreement, such provisions to consist of (a) a condition, coupled with a right reserved to the United States to cause the property to revert to the United States in the event of any breach of such condition, and (b) a covenant running with the land.

*Quitclaim Deed*

State of )
)
County of )

1. This Quitclaim Deed, made this the ........... day of ..........................., ...................., between the United States of America, hereinafter sometimes called "Government," acting by and through the Administrator of General Services, under and pursuant to the powers and authority of Article 4, Section 3, Clause 2 of the Constitution of the United States, and the provisions of the Federal Property and Administrative Services Act of 1949, approved June 30, 1949 (63 Stat. 377), as amended, and the Surplus Property Act of 1944 (58 Stat. 765), as amended, and regulations and orders promulgated thereunder, party of the first part, as *grantor,* and ............................................., a municipality created, operating and existing under and by virtue of the laws of the State of ......................., party of the second part as *grantee:*

2. Witnesseth, that the said grantor, for and in consideration of the assumption by the grantee of all the obligations and its taking subject to certain reservations, restrictions and conditions and its covenant to abide by, and its agreement to, certain other reservations, restrictions and conditions, all as set out hereinafter, has remised, released and forever quitclaimed and by these presents does remise, release and forever quitclaim to the grantee, its successors and assigns, without warranty express or implied, under and subject to the reservations, restrictions, conditions and exceptions, all as hereinafter expressed and set out, all right, title, interest, claim and demand which the grantor has in and to that certain property situated, lying and being in the County of ...................., in the State of ......................., and described as follows to wit:

3. *Area A*

(Description)

The Foregoing is conveyed as aeronautical use property, which has been determined essential, suitable, desirable or reasonably necessary to fulfill the immediate and foreseeable requirements of the grantee for the development, improvement, operation or maintenance of the airport.

4. *Area B*

(Description)

The Foregoing is conveyed as non-aeronautical use property, which property has been determined as needed to develop sources of revenue from non-aviation businesses to be applied to the development, maintenance and operation of the airport.

5. Also, there is conveyed by this Quitclaim Deed items of personal property situated at the above described property as Area A or Area B, for public airport purposes and such personal property is described in Attachment "A" hereof in detail.

6. Whereas, all the property hereby conveyed has heretofore been declared surplus to the needs of the United States of America, is presently under the jurisdiction of the General Services Administration, is available for disposal and its disposal has been heretofore authorized by the Administrator of General Services, acting pursuant to the above referred to laws, regulations and orders.

7. To Have And To Hold the same, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest or claim whatsoever of

the grantor, either in law or in equity and subject to the reservations, restrictions and conditions set forth in this instrument, to the only proper use, benefit and behalf of the grantee, its successors and assigns forever.

8. Now, Therefore, by the acceptance of this Deed or any rights hereunder, the grantee, for itself, its successors and assigns, agrees that the transfer of all the property transferred by this instrument, is accepted subject to the following restrictions set forth in subparagraphs (a) and (b) of this paragraph, which shall run with the land:

(a) That, except as provided in subparagraph (A) of numbered paragraph 9, the property transferred by this instrument shall be used for public airport purposes for the use and benefit of the public, on reasonable terms and without unjust discrimination and without grant or exercise of any exclusive right for use of the airport within the meaning of the term "exclusive right" as used in subparagraph (C) of the numbered paragraph 9. As used in this instrument, the term "airport" shall be deemed to include all land, buildings, structures, improvements and equipment used for public airport purposes.

(b) That, except as provided in subparagraph (A) of the numbered paragraph 9, the entire landing area, as defined in Section 101 of the Federal Aviation Act of 1958, as amended, and Federal Aviation Regulations pertaining thereto, and all structures, improvements, facilities and equipment in which this instrument transfers any interest shall be maintained for the use and benefit of the public at all times in safe and serviceable condition, to assure its efficient operation and use, provided, however, that such maintenance shall be required as to structures, improvements, facilities and equipment only during the useful life thereof, as determined by the Administrator of the Federal Aviation Agency (FAA) or his successor in function. In the event materials are required to rehabilitate or repair certain of the aforementioned structures, improvements, facilities or equipment, they may be procured by demolition of other structures, improvements, facilities or equipment transferred hereby and located on the above land which have outlived their use as airport property in the opinion of the Administrator of the FAA or his successor in function.

9. Further, by the acceptance of this Deed or any rights hereunder, the grantee for itself, its successors and assigns, also assumes the obligation of, covenants to abide by and agree to, and this transfer is made subject to, the following reservations and restrictions set forth in subparagraphs (A) to (P), inclusive, of this paragraph, which shall run with the land: Provided, that the property transferred hereby may be successively transferred only with the proviso that any such subsequent transferee assumes all the obligations imposed upon the grantee by the provisions of this instrument.

A. That no property transferred by this instrument shall be used, leased, sold, salvaged, or disposed of by the grantee for other than the airport purposes without the written consent of the Administrator of the FAA. The term "property" as used herein is deemed to include revenues or proceeds derived therefrom.

B. Property transferred for the development, improvement, operation or maintenance of airport shall be used and maintained for the use and benefit of the public on fair and reasonable terms, without unjust discrimination. In furtherance of this covenant (but without limiting its general applicability and effect) the grantee specifically agrees (1) that it will keep the airport open to all types, kinds, and classes, of aernouatical use without discrimination between such types, kinds and classes. Provided, that the grantee may establish such fair, equal, and not unjustly discriminatory conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport; and provided, further, that the grantee may prohibit or limit any given type, kind, or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public. (2) That in its operation and the operation of facilities on the airport, neither it nor any person or organization occupying space or facilities thereupon will discriminate against any person or class of persons by reason of race, color, creed, or national origin in the use of any of the facilities provided for the public on the airport. (3) That in any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm or corporation to conduct or engage in any aeronautical activity for furnishing services to the public at the airport, the grantee will insert and enforce provisions requiring the contractor: (a) to furnish said service on a fair, equal and not unjustly discriminatory prices for each unit for service, provided, that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers. (4) That the grantee will not exercise or grant any right or privilege which would operate to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance and repair) that it may choose to perform. (5) That in the event that grantee itself exercises any of the rights and prileges referred to in subsection (3) above the services involved will be provided on the same conditions as would apply to the furnishing of such services by contractors or concessionaries of the grantee under the provisions of such subsection (3) of this paragraph 9B.

C. The grantee will not grant or permit any exclusive right for the use of the airport at which the property described herein is located which is forbidden by Section 308 of the Federal Aviation Act of 1958, as amended, by any person or persons to the exclusion of others in the same class and will otherwise comply with all applicable laws. In furtherance of this covenant (but without limiting its general applicability and effect), the grantee specifically agrees that, unless authorized by the Administrator, it will not, either directly or indirectly, grant or permit any person, firm or corporation the exclusive right to conduct any aeronautical activity on the airport including but not limited to, charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales, and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity. The grantee further agrees that it will terminate as soon as possible and no later than the earliest renewal, cancellation, or expiration date applicable thereto, any exclusive right existing at any airport owned or controlled by the grantee and that, thereafter, no such right shall be granted. However, nothing contained herein shall be construed to prohibit the granting or exercise of an exclusive right for the furnishing of nonaviation products and supplies or any service of a nonaeronautical nature or to obligate the grantee to furnish any particular nonaeronautical service at the airport.

D. The grantee shall, insofar as it is within its powers and to the extent reasonable, adequately clear and protect the aerial approach to the airport. The grantee will, either by the acquisition and retention of easements or other interests in or rights for the use of land airspace or by the adoption and enforcement of zoning regulations, prevent the construction, erection, alteration, or growth of any structure, tree, or other object in the approach areas of the runways of the Airport which would constitute an obstruction to air navigation according to the criteria or standards prescribed in Part 77 of the Federal Aviation Regulations, as applicable, according to the currently approved airport layout plan. In addition, the grantee will not erect or permit the erection of any permanent structure or facility which would interfere materially with the use, operation, or future development of the Airport, in any portion of a runway approach area in which the grantee has acquired, or may hereafter acquire, property interest permitting it to so control the use made of the surface of the land. Insofar as is within its power and to the extent reasonable the grantee will take action to restrict the use of the land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations including landing and take-off of aircraft.

E. The grantee will operate and maintain in a safe and serviceable condition, as deemed reasonably necessary by the Administrator of the FAA, the airport and all facilities thereon and connected therewith which are necessary to service the aeronautical users of the airport other than facilities owned or controlled by the United States and will not permit any activity thereon which would interfere with its use for airport purposes: Provided, that nothing contained herein shall be construed to require that the airport be operated for aeronautical uses during temporary period when snow, flood, or other climatic conditions interfere with such operation and maintenance, repair, restoration or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the grantee.

F. That the grantee will make available all facilities of the airport at which the property described herein is located or developed with Federal aid and all those usable for the landing and taking off of aircraft to the United States at all times, without charge, for use by aircraft of any Agency of the United States in common with other aircraft, except that if the use by aircraft of any Agency of the United States in common with other aircraft, is substantial, a reasonable share, proportional to such use, of the cost of operating and maintaining facilities so used, may be charged; and unless otherwise determined by the FAA, or otherwise agreed to by the grantee and the using Federal Agency, substantial use of an airport by United States aircraft will be considered to exist when operations of such aircraft are excess of those which, in the opinion of the FAA would unduly interfere with use of the landing area by other authorized aircraft or during any calendar month that (1) either five (5) or more aircraft of any Agency of the United States are regularly based at the airport or on land adjacent thereto, or (2) the total number of movements (counting each landing as a movement and each take-off as a movement) of aircraft of any Agency of the United States is 300 or more, or (3) the gross accumulative weight of aircraft of any Agency of the United States using the airport (the total movements of such Federal aircraft multiplied by gross certified weights thereof) is in excess of five million pounds.

G. That during any national emergency declared by the President of the United States of America or the Congress thereof, including any existing national emergency, the Government shall have the right to make exclusive or nonexclusive use and have exclusive or nonexclusive control and possession without charge, of the airport, or of such portion thereof as it may desire, provided, however, that the Government shall be responsible for the entire cost of maintaining such part of the airport as it may use exclusively, or over which it may have exclusive possession or control, during the period of such use, possession, or control, and shall be obligated to contribute a reasonable share, commensurate with the use made by it, of the cost of maintainance of such property as it may use nonexclusively or over which it may have nonexclusive control and possession: Provided, further, that the Government shall pay a fair rental for its use, control, or possession, exclusively or nonexclusively, of any improvements to the airport made without United States aid, and never owned by the United States.

H. The grantee does hereby release the Government, and will take whatever action may be required by the Administrator of the FAA to assure the complete release of the Government from any and all liability the Government may be under for restoration or other damage under any lease or other agreement covering the use by the Government of the airport, or part thereof, owned controlled or operated by the grantee, upon which, adjacent to which, or in connection with which, any property transferred by this instrument was located or used: Provided, that no such release shall be construed as depriving the grantee of any right it may otherwise have to receive reimbursement under Section 17 of the Federal Airport Act of 1946, as amended, for the necessary rehabilitation or repair of public airports heretofore or hereafter substantially damaged by any Federal agency.

I. That whenever so requested by the FAA, grantee will furnish without cost to the Federal Government, for construction, operation and maintenance of facilities for air traffic control activities, or weather reporting activities, or communication activities related to air traffic control, such areas of the property described herein or rights in buildings on the airport at which the property described herein is located, as the FAA may consider necessary or desirable for construction at Federal expense of space or facilities for such purposes, and the grantee will make available such areas or any portion thereof for the purposes provided herein within 4 months after receipt of written request from the FAA, if such are or will be available.

J. The grantee will: (1) furnish the FAA with annual or special airport financial and operational reports as may be reasonably requested using either forms furnished by the FAA or in such manner as it elects so long as the essential data are furnished, and (2) upon reasonable request of the FAA; make available for inspection by any duly authorized representative of the FAA the airport, at which the property described herein is located, and all airport records and documents affecting the Airport, including deeds, leases, operation and use agreements, regulations, and other instruments and will furnish to the FAA a true copy of any such document which may be reasonably requested.

K. And, that the grantee will not enter into any transaction which would operate to deprive it of any of the rights and powers necessary to perform or comply with any or all of the covenants and conditions set forth herein unless by such transaction the obligation to perform or comply with all such covenants and conditions is assumed by another public agency found by the FAA to be eligible as a public agency as defined in the Federal Airport Act of 1946, as amended, to assume such obligation and have the power, authority, and financial resources to carry out all such obligations and, if an arrangement is made for management or operation of the Airport by any agency or person other than the party of the second part, it will reserve sufficient rights and authority to insure that such Airport will be operated and maintained in accordance with these covenants and conditions, any applicable Federal statute, and the Federal Aviation Regulations.

L. And, that the grantee will keep up to date at all times an airport layout map of the Airport at which the property described herein is located showing: (a) the boundaries of the Airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the grantee for airport purposes and proposed additions thereto; (b) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extension and reductions of existing airport facilities: (c) the location of all existing and proposed nonaviation areas and of all existing improvements thereon and uses made thereof and such airport layout map and each amendment, revision, or modification thereof, shall be subject to the approval of the FAA, which approval shall be evidenced by the signature of a duly authorized representative of the FAA on the face of the airport layout map, and the grantee will not make or permit the making of any changes or alterations in the airport or any of its facilities other than in conformity with the airport layout map as so approved by the FAA, if such changes or alterations might adversely affect the safety, utility, or efficiency of the airport.

M. And, that if at any time it is determined by the FAA that there is any outstanding right or claim of right in or to the airport property, described herein, the existence of which creates an undue risk of interference with the operation of the airport or the performance of compliance with covenants and conditions set forth herein, the grantee will acquire, extinguish, or modify such right or claim of right in a manner acceptable to the FAA.

N. That in the event that any of the aforesaid terms, conditions, reservations, or restrictions are not met, observed, or complied with by the grantee or any subsequent transferee, whether caused by the legal inability of said grantee or subsequent transferee to perform any of the obligations herein set out, or otherwise, the title, right of possession and all other rights transferred by this instrument to the grantee, or any portion thereof, shall at the option of the grantor revert to the grantor in its then existing condition sixty (60) days following the date upon which demand to this effect is made in writing by the Administrator of the FAA or his successor in function, unless within said sixty (60) days such default or violation shall have been cured and all such terms, conditions, reservations and restrictions shall have been met, observed, or complied with, in which event said reversion shall not occur and title, right of possession, and all other rights transferred hereby, except such, if any, as shall have previously reverted, shall remain vested in the grantee, its transferees, successors and assigns.

O. That if the construction as covenants of any of the foregoing reservations and restrictions recited herein as covenants or the application of the same as covenants in any particular instance is held invalid, the particular reservation or restrictions in question shall be construed instead merely as conditions upon the breach of which the Government may exercise its option to cause the title, interest, right of possession, and all other rights transferred to the grantee, or any portion thereof, to revert to it, and the application of such reservations or restrictions as covenants in any other instance and the construction of the remainder of such reservations and restrictions as covenants shall not be affected thereby.

(Note: See Paragraph 16 of Application concerning assurance of compliance with General Services Administration Regulations under Title VI of the Civil Rights Act of 1964. The exact wording will be included in the Quitclaim Deed to be executed by the parties.)

In Witness Whereof, the party of the first part has caused this Quitclaim Deed to be executed in its name and on its behalf the day and year first above written.

United States of America
Acting by and through
Administrator of General Services.

Witnesses: By ..................................
........................................ Title,
........................................ Office,
Location,

State of )
)
County of )

Personally Appeared before me, ..........................., a Notary Public in and for said County and State, the within named ........................................., to me well known and known to be the person described in and who executed the foregoing Quitclaim Deed on behalf of the United States of America, and acknowledged that he, with authority so to do, signed and delivered the foregoing Quitclaim Deed on the day and year therein mentioned as the free act and deed of the United States of America.

Given under my hand and official seal of office, this the ........... day of ..............................................

Acceptance

The .......................................... does hereby accept this Quitclaim Deed and by such acceptance agrees to all of the terms and conditions thereof.

Executed this ........ day of ......................., ............
By................................
Title................................

(Official Seal)
Attest .............................
Title ................................

Certificate of Grantee's Attorney

I, ......................................, acting as Attorney for .......................................... herein referred to as the "grantee", do hereby certify: That I have examined the foregoing Quitclaim Deed and the proceedings taken by the grantee relating thereto, and find that the acceptance thereof by the grantee has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the State of ..........................., and further that, in my opinion, the Quitclaim Deed constitutes a legal and binding compliance obligation of the grantee in accordance with the terms thereof.

Dated at .................................. this ...........day of ..................................., ...........

.........................................
(Signature)

SECTION 2. This ordinance shall be in force and effect from and after its passage.

## City Comptroller Authorized to Execute Lease of Certain Properties for Municipal Purposes.

The Committee on Finance submitted a report recommending that the City Council pass five proposed ordinances transmitted therewith, to authorize the City Comptroller to lease specified parcels of property for use of City Departments and Agencies.

On separate motions made by Alderman Keane *each* of the said proposed ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—46.

*Nays*—None.

Said ordinances as passed read respectively as follows (the Italic heading in each case not being a part of the ordinance):

*Infant Welfare Station*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from Abrom Morgan, for store building located at No. 7458 S. Langley Avenue, 19⅓ feet by 95 feet; such lease to be approved by the Commissioner, Board of Health and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on page 6493 of this Journal]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

*Dept. of Urban Renewal*
*(No. 2859 N. Clark St.)*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from the Municipal Tuberculosis Sanitarium, for second floor office space, approximately 2,500 square feet at No. 2859 N. Clark Street; such lease to be approved by the Commissioner of the Department of Urban Renewal and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on page 6494 of this Journal]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

*Dept. of Urban Renewal*
*(No. 1608 W. Cullerton St.)*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from St. Pius Church, a religious corporation, for the 2nd floor of a two (2) story building, subdivided for office use by the Lower West Side Neighborhood Service Center of the Department of Urban Renewal at No. 1608 W. Cullerton Street, for approximately 2,880 square feet; such lease to be approved by the Commissioner of the Department of Urban Renewal, and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on page 6495 of this Journal]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

*Dept. of Human Resources*
*(No. 6317 S. Maryland Av.)*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from Earl Ross, as agent for the National Boulevard Bank of Chicago, as Trustee, under Trust No. 1727, for approximately 2,240 square feet of space in the northeast corner of the fourth floor at No. 6317 S. Maryland Avenue, for the Woodlawn Unit, Division of Community Service Office, Department of Human Resources; such lease to be approved by the Commissioner of Human Resources, and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on page 6496 of this Journal]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

*Dept. of Human Resources*
*(No. 1941 N. Western Av.)*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from Carl DeMoon, as agent for the American National Bank and Trust Company of Chicago, as Trustee under Trust No. 26601, for approximately 950 square feet of office space at No. 1941 N. Western Avenue, Room 209, for the Field Office, Correction Division, Department of Human Resources; such lease to be approved by the Commissioner of Human Resources, and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on page 6497 of this Journal]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

(Continued on page 6498)

**This Agreement,** Made this.................... day of....................

A. D. 1969, between Abrom Morgan

...................., as Lessor
and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

**Witnesseth:** That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit:

Store building located at 7458 S. Langley Avenue, 19-1/3 feet by 95 feet, for use as an Infant Welfare Station, Board of Health.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of January A. D. 1970, and ending on the 31st day of December A. D. 1971. Lessee has the right to terminate this lease upon Thirty days' prior written notice.

[illegible]

[illegible]

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at c/o Riley-Browne, Inc., 658 E. 63rd Street 60621 or at such other place as the Lessor from time to time in writing may appoint.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of Three Hundred Forty and no/100------------------------($ 340.00) Dollars per month, payable in advance on the first day of each calendar month at the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at.......... own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

Lessor will maintain two oil-fired forced air heating plants, and provide fuel for same; also maintain a tile floor, fluorescent light fixtures, electric outlets, window and door screens, sixty-inch double drainboard sink, a utility closet and forty-gallon tank.

Lessee will pay for gas and electricity, and plate glass insurance.

Lessor will clean and decorate during the term of lease.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

**In Witness Whereof,** this lease is signed by or on behalf of the parties hereto the day and year first above written.

[Signature forms omitted]

**This Agreement,** Made this .......... day of ..........

A. D. 19 69, between The Municipal Tuberculosis Sanitarium, a corporation

.........., as Lessor,

and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

**Witnesseth:** That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: Second floor office space, approximately 2,500 square feet at 2859 N. Clark Street, for general offices by the Neighborhood Service Program, Department of Urban Renewal. This area presently houses twenty employees (Code Inspectors, Rehabilitation Advisors, Project Co-ordinators and Support Personnel).

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of October A. D. 19 69, and ending on the 30th day of September A. D. 1971. Lessee has the right to terminate this lease upon thirty (30) days' prior written notice

.......... ~~and the right to renew this lease for a further period of~~

~~on the same terms and rental, by giving to the Lessor---, in either case.........days' written notice of its election so to do.~~

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at 5601 N. Pulaski Road 60646 -c/o Harry Hartman .......... or at such other place as the Lessor from time to time in writing may appoint.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of Four Hundred Twenty-five and no/100 - - - - - - - - - ($425.00) Dollars per month, payable in advance on the first day of each calendar month by the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at their own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

Lessor will furnish heat and hot water, painting, janitorial service and window washing.

Lessee will pay its own electricity

It is mutually agreed and understood by and between the parties hereto that the remuneration mentioned in this lease is payable solely from funds when made available by the Federal Government.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

**In Witness Whereof,** this lease is signed by or on behalf of the parties hereto the day and year first above written.

[Signature forms omitted]

**This Agreement,** Made this ........ day of ........

A. D. 19 , between St. Pius Church, a religious corporation ........

........, as Lessor

and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

**Witnesseth:** That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: the 2nd floor of a two (2) story building, sub-divided for office use by the Lower West Side Neighborhood Service Center of the Department of Urban Renewal. Approximately 2,880 square feet, at 1608 Cullerton Avenue.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of November A. D. 1969, and ending on the 31st day of October A. D. 1971. Lessee has the right to terminate this lease upon thirty (30) days prior notice. ~~and the right to renew this lease for a further period of~~

~~on the same terms and rental, by giving to the Lessor —— in either case —— days' written notice of its election so to do.~~

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at 1909 South Ashland Avenue, Chicago, Illinois or at such other place as the Lessor from time to time in writing may appoint.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of Three Hundred and 00/100------------------------------ ($300.00 ) Dollars per month, payable in advance on the first day of each calendar month at the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at their own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

Lessor will furnish heat, hot water, janitor service, and exterior and interior maintenance of building.

Lessee will pay electricity.

It is mutually agreed and understood by and between the parties hereto that the remuneration mentioned in this lease is payable solely from funds when made available by the Federal Government.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written.

[Signature forms omitted]

**This Agreement,** Made this ........ day of ........

A. D. 19 , between Earl Ross, as agent for the National Boulevard Bank of Chicago, as Trustee, under Trust #1727 ........, as Lessor and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

**Witnesseth:** That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: approximately 2,240 square feet of space in the northeast corner of the fourth floor at 6317 South Maryland Avenue, for the Woodlawn Unit, Division of Community Service Office, Department of Human Resources.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of December A. D. 1969, and ending on the 30th day of November A. D. 1971. Lessee has the right to terminate this lease upon thirty (30) days prior notice and the right to renew this lease for a further period of one (1) year on the same terms and rental, by giving to the Lessor , in either case 90 days' written notice of its election so to do. Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at Earl Ross, 1 East Wacker Drive, Chicago, Illinois (01) or at such other place as the Lessor from time to time in writing may appoint.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of Three Hundred Eighty Five and no/100----------------($ 385.00 ) Dollars per month, payable in advance on the first day of each calendar month at the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at their own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

Lessor will furnish heat, cold water, hot water, building maintenance, janitorial services elevator service, air-conditioning, and ventilating system, replaces glass, maintains plaster, blinds, shades, and decorates.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor , and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor , excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

**In Witness Whereof,** this lease is signed by or on behalf of the parties hereto the day and year first above written.

[Signature forms omitted]

**This Agreement,** Made this ........ day of ........

A. D. 19 , between Carl DeMoon, as agent for the American National Bank and Trust Company of Chicago, as Trustee under Trust #26601, as Lessor and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

**Witnesseth:** That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: approximately 950 square feet of office space at 1941 N. Western Avenue, Room 209, for the Field Office, Correction Division, Department of Human Resources.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of December A. D. 1969/ or date of occupation, and ending on the 30th day of November A. D. 1971. Lessee has the right to terminate this lease upon thirty (30) days notice ~~and the right to renew this lease for a further period of~~ ~~on the same terms and rental, by giving to the Lessor ...., in either case ..... days' written notice of its election so to do.~~

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at 7340 W. North Avenue, Elmwood Park, Illinois or at such other place as the Lessor from time to time in writing may appoint.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of One Hundred Thirty and no/100---------------------($ 130.00) Dollars per month, payable in advance on the first day of each calendar month at the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at their own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

Lessor will furnish heat, and hot water.

Lessor will decorate and remodel as agreed upon, cover the exposed pipes, remove certain wall-hung lavatories, tile the bare floors, and repair or replace the tile where necessary plus install additional lighting fixtures in the reception room. Lessee will pay for electricity and supply its own janitor service.

**Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor**, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

**In Witness Whereof,** this lease is signed by or on behalf of the parties hereto the day and year first above written.

[Signature forms omitted]

(Continued from page 6392)

## Execution of Lease Agreement Authorized with Style Exhibitors, Inc. for Trade Shows at Navy Pier.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, to authorize the execution of a lease agreement with Style Exhibitors, Inc. for Trade Shows at Navy Pier.

On motion of Alderman Keane the said proposed ordinance was *Passed*, by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—46.

*Nays*—None.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Port Director and the City Comptroller, subject to approval as to form and legality of the Corporation Counsel are authorized to execute in behalf of the City of Chicago an agreement with Style Exhibitors, Incorporated, 222 W. Adams Street, Chicago, Illinois 60606, said agreement to be in the following form:

This Agreement made this 20th day of October, A.D., 1969, between the City of Chicago, a municipal corporation of the State of Illinois, hereinafter called "Landlord" and Style Exhibitors, Inc., a corporation organized and existing by virtue of the laws of the State of Illinois, hereinafter called "Tenant".

WITNESSETH:

That Landlord, for and in consideration of the terms and conditions, both general and special, hereinafter contained and made on the part of Tenant, does hereby grant to Tenant for use only by Tenant, the privileges hereinafter described on premises at Navy Pier, Foot of Grand Avenue, Chicago, Illinois 60611, hereinafter called "Pier", a plat of said Pier being attached hereto.

This Agreement shall consist of three parts:

Part I—General Conditions
Part II—Special Conditions
numbered 1 to 4
Part III—Exhibits and Attachments
lettered A

All constituting the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences, shall be implied or impressed upon such agreement that are not set forth herein at length.

[Part I—General Conditions attached to this ordinance is common to "Part I—General Conditions" printed on pages 5491-5494 of the Journal of the Proceedings of May 14, 1969]

PART II—SPECIAL CONDITIONS

1. *Term and Premises*

Landlord leases to Tenant the following areas of Navy Pier, Chicago, Illinois 60611, and areas known as "lean-to areas" that may be available for storage purposes (without additional cost) that are immediately adjacent and adjoining the leased area during the following periods during which the Tenant shall be entitled to occupy the premises on the dates specified:

(a) Beginning on the 22nd day of January, 1970, at 12:01 A.M., and terminating on the 29th day of January, 1970, at 12:00 midnight:

73,920 sq. ft. North Hall
66,000 sq. ft. South Hall
7,000 sq. ft. West Hall
146,920 sq. ft. Total-Gross

(b) Beginning on the 4th day of April, 1970, at 12:01 A.M., and terminating on the 10th day of April, 1970, at 12:00 midnight:

73,920 sq. ft. North Hall (Total-Gross)

(c) Beginning on the 6th day of June, 1970, at 12:01 A.M., and terminating on the 12th day of June, 1970, at 12:00 midnight:

73,920 sq. ft. North Hall
66,000 sq. ft. South Hall
7,000 sq. ft. West Hall
146,920 sq. ft. Total-Gross

2. *Purpose*

Tenant shall use the demised premises for the purpose of staging trade shows featuring women's fashions, and for no other purpose whatsoever.

3. *Rental*

Tenant shall pay as rental for the demised premises, for all of the foregoing periods of occupancy, the total sum of Thirty-six Thousand Seven Hundred Seventy-six and no/100 Dollars ($36,776), payable as follows:

(a) $3,000 upon the execution of this Agreement by Tenant; and

(b) $14,692 on or before December 22, 1969; and

(c) $7,392 on or before March 4, 1970; and

(d) $11,692 on or before May 6, 1970;

said rental payments to be made by certified check at the office of the Port Director, Navy Pier, Chicago, Illinois 60611.

4. *Operations*

A. Tenant shall deposit with the Director on or before each of the rental payment dates specified in paragraphs 3(b) to 3(d) above respectively certified checks as a deposit on account of utilities and services furnished by Landlord and to be paid by Tenant as follows:

(1) $5,000 on or before the date set forth in 3(b);

(2) $3,000 on or before the date set forth in 3(c);

(3) $2,500 on or before the date set forth in 3(d).

B. No alcoholic beverages of any kind shall be sold, given away, or used in the demised premises.

C. Unless consent in writing from the Director is first received, Tenant shall not operate or put up any engine, motor or machinery on the demised premises or use oils, burning fluids, camphene, kerosene, naphtha or gasoline for either mechanical or other purposes, or any other agent other than electricity for illuminating the demised premises.

D. No portion of the sidewalks, entries, passageways, vestibules, halls or stairways, or access to public utilities of said building shall be obstructed by Tenant or used for any purpose other than for ingress and egress from the demised premises.

The doors, skylights, stairways or openings that reflect or admit light into any place in the building, including hallways, corridors and passageways, radiators and house lighting appurtenances shall not be covered or obstructed by Tenant. The water closets or other water apparatus shall not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, papers or other substances shall be thrown therein. Tenant will permit no chair or movable seat to be or remain in the passageways and will keep said passageways clear at all times.

E. If said premises or any portion of said building thereof including any and all utilities shall be damaged by the act, default or negligence of the Tenant, or of Tenant's agents, employees, patrons, guests, or any person admitted to said premises by tenant, Tenant shall pay to Landlord upon demand such sum as shall be necessary to restore said premises to their present condition. Tenant hereby assumes full responsibility for the acts and conduct of all persons admitted to said premises or any portion of said building by the consent of the Tenant or by or with the consent of any person acting for or in behalf of said Tenant, and said Tenant agrees to have on hand at all times, at its own expense, such security force as is deemed necessary by the Director to maintain order and to protect persons and property.

F. It shall be the sole responsibility and authority of the Fire Commissioner of the City of Chicago in determining the total number of persons to be admitted at any and all times to Navy Pier, or any part or section thereof, and his decision, or that of his authorized representative shall be final.

G. Landlord shall have the exclusive right to collect and have custody of articles left in the building by persons attending any performance, exhibition or entertainment given or held in the demised premises, and Tenant, or any persons in Tenant's employ, shall not collect or interfere with the collection or custody of such articles.

H. Landlord reserves the right to eject any objectionable person or persons from said building, and upon the exercise of this right by the Director, his representatives, agents or policemen, the Tenant hereby waives any right and all claims for damages against the City of Chicago and its employees and agents.

I. Designated staff members of the City of Chicago may enter the building and all of the demised premises at any time and on any occasion.

J. Tenant shall not transmit a description of any portion of its operation by means of radio broadcasting or television without first having received written permission from the Director.

K. Landlord reserves the exclusive right to enter into contracts with concessionaires for the operation of any and all concessions in or about the building known as Navy Pier, and further reserves the right to place and locate these concessionaires wherever Landlord deems necessary, be they in the premises herein demised or elsewhere in and about said building. Tenant is expressly forbidden from entering into its own concession agreements for any product or service, and herewith agrees that it shall make available to the Landlord's concessionaires whatever space is deemed necessary by the Director for purposes of ingress, egress and servicing said concessions.

L. No performance, exhibition or entertainment shall be given or held on the demised premises which shall be objected to by Landlord.

M. Tenant shall provide at its own expense all porters and matrons for toilet areas to keep same in an exceptionally clean and sanitary condition and shall also provide at its own expense all ticket sellers, ticket takers, ushers, crowd directors and any security service required on the direction of the Director.

N. Any and all matters not herein expressly provided for shall be at the discretion of the Director.

In Witness Whereof, the parties hereto have caused this instrument to be signed in triplicate under their respective seals on the day and year first above written.

[Signature forms and Attachment omitted]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

## Authority Granted for Issuance of Free Permits, License Fee Exemptions, Cancellation of Water Rates for Certain Charitable, Educational and Religious Institutions.

The Committee on Finance to which had been referred (July 8, and December 2, 1969) sundry proposed ordinances transmitted therewith to authorize issuance of free permits, license and inspection fee exemptions and cancellation of water rates for certain charitable, educational and religious institutions, submitted reports recommending that the City Council pass said proposed ordinances.

On separate motions made by Alderman Keane *each* of the said proposed ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—46.

*Nays*—None.

Said ordinances as passed read respectively as follows (the Italic heading in each case not being a part of the ordinance):

### FREE PERMITS

### *Central Community Hospital*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Buildings, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Water and Sewers and the Commissioner of Health, are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Central Community Hospital, for construction of addition to existing hospital building, for all electrical work, and for the use of water in conjunction with such project, on the premises known as No. 5701 S. Wood Street.

Said building shall be used exclusively for medical and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

*County of Cook*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Buildings, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Water and Sewers and the Commissioner of Health, are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to County of Cook, for alterations to and remodeling of existing Cook County Building (5th floor and miscellaneous systems in conjunction with same), all electrical work, and for the use of water in conjunction with such project (Contract No. 3) on the premises known as No. 118 N. Clark Street.

Said building shall be used exclusively for governmental purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

*Illinois Masonic Hospital*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Buildings, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Water and Sewers and the Commissioner of Health, are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Illinois Masonic Hospital, No. 911 W. Wellington Avenue, remodeling and rehabilitation of existing electrical system and for installation of new wiring, fixtures and equipment in existing hospital buildings, on the premises known as Nos. 850, 880 and 911 W. Wellington Avenue; No. 3000 N. Wilton Avenue, No. 830 and No. 848 W. Nelson Street, and No. 906 W. Oakdale Avenue.

Said buildings shall be used exclusively for medical and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

*Holy Trinity Church*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Buildings, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Water and Sewers and the Commissioner of Health, are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Holy Trinity Church, for remodeling and rehabilitation of electrical system and for installation of new wiring, equipment and fixtures in existing Church buildings, on the premises known as No. 1118 N. Noble Street.

Said building shall be used exclusively for religious and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

LICENSE FEE EXEMPTIONS

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago, the following hospitals that are not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1970:

The Bethany Home and Hospital of the Methodist Church, No. 5015 N. Paulina St.

LaRabida Children's Hospital and Research Center, E. 65th Street at Lake Michigan.

Sidney R. Forkosh Memorial Hospital, No. 1931 W. Wilson Av.

Swedish Covenant Hospital, No. 5145 N. California Av.

Washington Home, owning and operating Martha Washington Hospital, No. 2318 W. Irving Park Road.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

CANCELLATION OF WATER RATES

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 185-47 of the Municipal Code of Chicago, the Commissioner of Water and Sewers is hereby authorized and directed to cancel existing water rates in the amount of $192.03, and future water rates, assessed against the Hegewisch War Memorial, No. 13532 S. Brandon Avenue.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

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## City Comptroller Authorized and Directed to Cancel Warrant for Collection Issued against Edgewater Hospital.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith (referred to the committee on December 2, 1969):

> *Ordered,* That the City Comptroller is hereby authorized and directed to cancel Warrant for Collection No. F4-27244, in the amount of $93.15 for mechanical ventilation inspection fee, charged against the Edgewater Hospital, No. 5700 N. Ashland Avenue.

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—46.

*Nays*—None.

## Approval Given to Adjustments in Wage Rates of Certain Per Diem City Employes.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the following wage rates of per diem employes when doing work in accordance with the titles herein specified are approved:

| | Present Rate | Rate Effective April 1, 1969 |
|---|---|---|
| (1) Deckhand | $4.47h | $5.06h |
| (2) Scowman | 4.36h | 5.06h |
| (3) Tug Fireman | 4.47h | 5.06h |
| (4) Marine Engineer | 5.27h | 5.97h |
| (5) Marine Pilot | 5.40h | 6.17h |

SECTION 2. The heads of the several departments are authorized and directed to prepare and approve payrolls in accordance herewith and the City Comptroller and the City Treasurer are authorized to pass for payment payrolls in accordance herewith when properly approved.

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—46.

*Nays*—None.

## Authority Granted for Helicopter Transportation of Condenser Units to Roof of City's Northwest Incinerator.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith (referred to the committee on November 17, 1969):

*Ordered,* That the Commissioner of Public Works may authorize International-Midwesco, a joint venture, to use helicopter transportation to lift certain mechanical devices from the construction site to the roof of the City's Northwest Incinerator, now under construction in the vicinity of the corner of N. Kostner and W. Chicago Avenues.

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—46.

*Nays*—None.

## Acquisition of Property Authorized for Library Site at N.W. Cor. of W. Elmdale Av. and N. Broadway.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

*Ordered,* That the Corporation Counsel, in accordance with his recommendation of November 14, 1969, is hereby authorized to acquire the following described property needed for the Library Site located at W. Elmdale Avenue and N. Broadway, to wit:

> Lots 6, 7, 8, 9, and 10 in Block 2 in Cochran's Fourth Addition to Edgewater in the East half of the Northwest Quarter of Section 5, Township 40 North, Range Fourteen (14) East of the Third Principal Meridian, in Cook County, Illinois,

in the amount of eighty thousand and no/100 dollars ($80,000.00) and the City Comptroller and the City Treasurer are authorized and directed to issue vouchers and pay the amount when approved by the Corporation Counsel from appropriations made under Funds Nos. 342-7118-610 and 669-7118-610.

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—46.

*Nays*—None.

## Execution of Contract Authorized between City and Railroads for Apportionment of Costs for Construction of New Halsted-Kinzie-Wayman Streets Viaduct.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (referred to the committee on October 29, 1969):

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Mayor, subject to attestation by the City Clerk, approval of the City Comptroller and the Commissioner of Public Works, and by the Corporation Counsel as to form and legality, is authorized to execute on behalf of the City of Chicago an Agreement with the Penn Central Transportation Company, Philadelphia, Baltimore and Washington Railroad Company, Chicago, Milwaukee, St. Paul and Pacific Railroad Company and the Chicago and North Western Railway Company to accomplish the construction of a new viaduct at Halsted-Kinzie-Wayman Streets in Chicago, said agreement to be in substantially the following form:

AGREEMENT

This Agreement, made and entered into this....

day of ..............., 1969, by and between the City of Chicago, a municipal corporation of the State of Illinois, hereinafter referred to as "City", and Chicago and North Western Railway Company, a Wisconsin corporation, and Chicago, Milwaukee, St. Paul and Pacific Railroad Company, a Wisconsin corporation, Penn Central Transportation Company, a Pennsylvania corporation and Philadelphia, Baltimore and Washington Railroad Company, a Pennsylvania corporation, hereinafter referred to collectively as the "railroads".

Whereas, There now exists in the City of Chicago along Halsted Street between Kinzie Street and Wayman Street an elevated viaduct with approaches which is located over tracks of the railroads, said viaduct having been constructed in 1884 and reconstructed and improved at various dates subsequently thereto; and

Whereas, The existing viaduct is of such age and condition as to require its replacement by a modern viaduct which is designed to handle volumes of motor vehicular and pedestrian traffic that the existing viaduct is incapable of handling; and

Whereas, The City of Chicago desires to replace the existing viaduct with a new structure of modern design and construction; and

Whereas, The City and the railroads desire to enter into an agreement to accomplish the construction of a new viaduct at Halsted-Kinzie-Wayman Streets in Chicago upon and subject to the limitations, terms and conditions hereinafter set forth.

WITNESSETH:

Now, Therefore, In consideration of the premises and the covenants and agreements hereinafter contained, it is agreed by and between the parties hereto as follows:

Section 1. The City agrees to perform the following work under this agreement consisting of the removal of the existing viaduct and abutments, the construction of a new viaduct over the tracks of the railroads, the filled approaches, street lighting and street work, together with all other incidental work to a complete improvement (all of which is sometimes referred to as "viaduct project"), in accordance with the terms hereinafter set forth and as shown on the general plan and specifications referred to as Exhibit "A", which general plan is also identified as City's drawing number 30640, attached hereto and made a part hereof.

Section 2. The railroads agree to grant to the City a license for the storage of materials and equipment to be used in connection with the construction of the new viaduct.

Section 3. The contract plans and specifications for the new structure and appurtenance including lighting and drainage facilities shall be submitted to the Illinois Commerce Commission and Railroads for approval. No changes in such plans and specifications shall be made by the City without the written consent of the Railroads.

Section 4. The City, at its expense, shall prepare the contract plans and specifications, advertise for bids, and construct or cause its viaduct project to be constructed in accordance with the aforesaid general plan referred to as Exhibit "A" attached hereto.

Section 5. The City agrees that that part of the construction work contemplated by this agreement, which affects the railroads, shall be completed prior to December 31, 1971.

The Railroads agree that they will not unduly delay the City, its contractors or subcontractors performing said work.

Section 6. All work herein provided to be done which may affect the property, tracks or operation of the railroads, shall be performed in such manner and at such times as shall be approved by the Chief Engineers of the railroads or their authorized representatives, and shall be performed in a manner so as to minimize interference with operations of the railroads. The City shall not permit any materials or equipment to be or remain closer than six feet from the nearest rail of any track and the City shall require this limitation from its contractors. Subject to Section 14 hereof, City and its constructors shall at all times during and after the construction of the viaduct project shall conform to all laws, regulations and general orders of the Illinois Commerce Commission.

Section 7. The railroads, at the City's expense will furnish all material, labor and equipment required for the temporary relocation or adjustment of their facilities at this location which may be necessary to permit the performance of work covered herein. The City shall promptly reimburse the railroads for such expense upon receipt of railroad bills for such work.

Section 8. The railroads shall furnish flagmen and other suitable personnel to the City's contractors for flagging protection during the viaduct project. The railroads shall have control and direction of said personnel during the progress of the work, but the City shall require its contractors to assume the entire risk and responsibility for said flagmen or other personnel and their acts and omissions. The rate of pay shall be the prevailing railroad rate in effect at the time the work is performed, and the City shall require its contractors to reimburse and indemnify the railroads for the entire cost and expense of such flagmen including their acts and omissions, and protective measures upon receipt of bills from the railroads and the City, shall withhold final payment from its contractors until the railroads have notified the City that said bills have been paid.

Section 9. The City shall require its contractors to indemnify and save harmless the railroads from and against any and all liability, damages, cost and expense for loss or damage to property whatsoever and injury to or death of persons whomsoever arising or growing, in whole or in part, out of or in connection with the performance of any of the work on the construction of said Halsted-Kinzie-Wayman street viaduct, or the presence of any such property or persons on the premises of the railroads at the site of said project, even though the operations of the railroads may have caused or contributed thereto. The foregoing provisions of this Section 9 shall not apply when such damages, costs and expense are caused by the sole negligence of the railroads.

Section 10. The City further agrees to provide railway Protective Liability Insurance providing for a limit of not less than $500,000 for all damages arising out of bodily injuries to, or death of one person, and subject to that limit for each person, a total of $1,000,000 for all damages arising out of bodily injuries, or death of, two or more persons in any one accident, and Property Damage Insurance providing for a limit of not less than $500,000 for all damages arising out of injury to or destruction of property in any one accident and, subject to that limit per accident, a total (or aggregate) limit of $1,000,000 for all damages arising out of injury to or destruction of property during the period of construction.

In addition, the City agrees that before any work is commenced its contractors will furnish evidence to the railroads that each contractor is protected with Public Liability and Property Damage Insurance with limits not less than those listed above.

Section 11. Fifteen days after the completion of the substructure of the viaduct, the railroads will collectively contribute 12½% of the estimated cost of the entire new viaduct structure, except that said partial contribution shall not exceed $262,500.00. Fifteen days after the completion of the superstructure of the viaduct, the railroads will collectively contribute 10% of the estimated cost of the entire new viaduct structure, except that said partial contribution shall not exceed $210,000.00. At the time the actual cost of the entire project is subsequently determined, but no later than 60 days after the project is open for public use, the railroads shall contribute an additional 2½% of the actual cost of the entire project, except that in no event shall the railroad's entire aggregate contribution for the entire viaduct project exceed $525,000.00.

Section 12. An air rights easement covering necessary air rights for a 70 foot wide viaduct located over tracks of the railroads will be granted to the City by the railroads without cost.

Section 13. Upon completion of the new viaduct, the City will vacate that portion of Sangamon Street over these railroads' tracks and thereafter the present Sangamon Street viaduct over tracks of the railroads located in the City of Chicago will be removed by the railroads at railroad expense and the Sangamon Street crossing will be closed. The City shall cause to be done and shall secure all necessary authority to vacate the Sangamon Street crossing and viaduct. During construction of the new viaduct, the Sangamon Street viaduct will not be used as the main detour route for traffic to and from Halsted Street. In the event the City at some future date determines that Sangamon Street needs to be reopened and a viaduct crossing established there at pursuant to authority from the Illinois Commerce Commission, the railroads will not oppose such a new construction or request for authority for such construction but will reserve the right to litigate the question of the apportionment of the cost of such a new structure in the event no agreement as to railroad contribution, if any, is reached with the City.

Section 14. Minimum vertical clearances under the new viaduct shall be the vertical clearances shown on city drawing No. 30640, file No. 11-853-82, dated May 3, 1968. In the event such clearances are less than those required by regulation of the Illinois Commerce Commission the parties shall file with the Commission an appropriate application for relief from existing clearance regulations.

Section 15. In the event that Sangamon Street is not vacated over railroad tracks as described in Section 13 above, the railroads' total contribution for the new viaduct structure at Halsted-Kinzie-Wayman Streets will be limited to 15% of the actual cost of the project subject to a maximum limit of $315,000, and the City shall refund any and all moneys previously paid by the railroads under this agreement above 15% of the actual cost subject to a maximum aggregate contribution of $315,000 plus interest at 7% upon written demand by the Railroads.

Section 16. Subject to Section 13, the Railroads agree to waive any claim for its damages resulting from any changes of approach elevation which are caused by changes in minimum vertical clearances agreed to by the railroads. The City shall indemnify and save harmless the railroads from any and all cost, expense, loss or damage as a result of claims by the public or abutting landowners arising out of or connected with the viaduct project.

Section 17. This agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and/or assigns.

Section 18. This agreement is executed by the City of Chicago pursuant to an Ordinance duly passed by its City Council on ............, 1969 (C. J. pp. .............).

In Witness Whereof, The parties have caused this Agreement to be executed by their proper officers thereunto duly authorized the day and year first above written.

[Signature forms omitted]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—46.

*Nays*—None.

### Chicago Park District Memorialized to Establish Totlot at No. 7830 S. Carpenter St.

The Committee on Finance submitted a report recommending that the City Council adopt the following proposed resolution transmitted therewith (referred to the committee on October 29, 1969):

WHEREAS, The Committee on Forestry and Recreation had under consideration a proposed order to request and direct the Committee to consider establishment of a totlot at No. 7830 S. Carpenter Street;

WHEREAS, Said proposed order was referred to the Committee on Finance on October 29, 1969 for recommendation thereon; now, therefore,

*Be It Resolved,* That the Chicago Park District is hereby memorialized and urged to establish a totlot at No. 7830 S. Carpenter Street.

On motion of Alderman Keane the foregoing proposed resolution was *Adopted,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—46.

*Nays*—None.

### Chicago Park District Memorialized to Establish Playlot in Area Bounded by W. 108th Pl., W. 109th Pl., S. Bishop and S. Loomis Sts.

The Committee on Finance submitted a report recommending that the City Council adopt the following proposed resolution transmitted therewith (referred to the committee on October 29, 1969):

> WHEREAS, The Committee on Forestry and Recreation had under consideration a proposed order to request and direct the Committee to consider establishment of a playlot in the area bounded by W. 108th Place, W. 109th Place, S. Bishop Street, and S. Loomis Street;
>
> WHEREAS, Said proposed order was referred to the Committee on Finance on October 29, 1969 for recommendation thereon; now, therefore,
>
> *Be It Resolved,* That the Chicago Park District is hereby memorialized and urged to establish a playlot in the area bounded by W. 108th Place, W. 109th Place, S. Bishop Street and S. Loomis Street.

On motion of Alderman Keane the foregoing proposed resolution was *Adopted,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—46.

*Nays*—None.

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### Levy of Annual Special-Assessment Authorized for Maintenance, Etc. for Cost of Pedestrian Mall at 63rd-Halsted.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith (referred to the committee on November 17, 1969), to authorize the levy of a special-assessment tax for maintenance, operation, etc. for the cost of the Pedestrian Mall at 63rd-Halsted.

On motion of Alderman Keane the said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—46.

*Nays*—None.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

**The following is said ordinance as passed:**

WHEREAS, The City Council of the City of Chicago, pursuant to Article 9, Division 2 of the "Illinois Municipal Code" (Ill. Rev. Stat. Ch. 24) by ordinance duly adopted on the 7th day of July, 1965, as appears in the Journal of the Proceedings at pages 4887 through 4895, authorized a local improvement consisting of the reconstruction of streets, alleys, sidewalks, parking lots, service drives, and a circulation road in connection with the construction of a pedestrian mall and parking facilities for a commercial shopping center located on S. Halsted Street between W. 61st and W. 66th Streets, and on W. 63rd Street between S. Lowe Avenue and S. Morgan Street within the City of Chicago, County of Cook and State of Illinois.

WHEREAS, The boundaries of the area wherein the proposed local improvement was authorized to be made is legally described as follows:

> A tract of land in the West Half of the Southwest Quarter of Section 16 in the East Half of the Southeast Quarter of Section 17, in the East Half of the Northeast Quarter of Section 20 and in the West Half of the Northwest Quarter of Section 21, all in Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, bounded and described as follows:
>
> Beginning at a point being the intersection of the North line of W. 61st Place and the east line of S. Union Ave., thence West along said north line of West 61st Place to its intersection with the East line of the north-south public alley first East of and parallel to S. Halsted Street; thence North along said east line of said alley, extended North, to its intersection with the center line of W. 61st Street; thence West along said center line of W. 61st Street to its intersection with the west line, extended North, of the north-south public alley first west of and parallel to S. Halsted Street; thence South along said west line of said public alley, extended South, to its intersection with the north line of Lot 11 in Lyon's Subdivision of Lots 5 and 6 of S. S. Crocker's Resubdivision of the Southeast Quarter of the Southeast Quarter of Section 17 aforesaid, thence West along said north line of Lot 11 and along said north line, extended West to the north line of Lot 14 in Lyon's Subdivision aforesaid; thence along the north line of said Lot 14, extended West, to the North line of Lot 23 in Lyon's Subdivision aforesaid; thence west along the North line of said Lot 23, extended West, to the center line of S. Peoria Street; thence North along the center line of S. Peoria Street to its intersection with the north line extended east, of Lot 2 in Block 1 of Uhlich & Hoffman's Subdivision of Lots 5 to 10 in Crocker's Resubdivision of the West Half of the Southeast Quarter of the Southeast Quarter of Section 17 aforesaid; thence West along the said north line of Lot 2, extended West, to the West line of the north-south public alley first west of and parallel to S. Peoria Street; thence South along the West line of said public alley to its intersection with the north line of Lot 27 in Block 1 of Uhlich & Hoffman's Subdivision aforesaid; thence west along the north line of said Lot 27, extended West, to its intersection with the west line of S. Sangamon Street; thence South along said west line of S. Sangamon Street to its intersection with the north line of Lot 11, in Block 2 of Crocker's Resubdivision of the South Half of the West Half of the Southeast Quarter of the Southeast Quarter of Section 17 aforesaid; thence West along said north line of said Lot 11, extended West, to its intersection with the West line of the North-South public alley first

west of and parallel to S. Sangamon Street; thence South along said west line of said public alley to its intersection with the north line of Lot 29 in Block 2 of Crocker's Resubdivision aforesaid; thence West along the north line of said Lot 29, extended West, to its intersection with the center line of S. Morgan Street; thence South along the said center line of S. Morgan Street to its intersection with the South line of W. 63rd Street; thence East along the south line of W. 63rd Street to its intersection with the West line of S. Sangamon Street; thence South along the west line of S. Sangamon Street to the south line, extended west, of the east-west public alley first North of and parallel to W. 64th Street; thence East along said south line, extended east, of said public alley to its intersection with the west line of S. Peoria Street; thence South along said west line of S. Peoria Street to its intersection with the south line of W. 64th Street; thence East along said south line of W. 64th Street to its intersection with the west line of S. Green Street; thence South along the west line of S. Green Street to its intersection with the south line of W. 65th Street; thence East along said south line of W. 65th Street to its intersection with the west line of the north-south public alley first West of and parallel to S. Halsted Street; thence South along said west line of said public alley, extended south, to its intersection with the center line of W. 66th Street; thence East along said center line of W. 66th Street to its intersection with the east line, extended South, of the north-south public alley first East of and parallel to S. Halsted Street; thence North along the east line of said public alley to its intersection with the north line of Lot 36 in Leopold Mayer's Subdivision of the North Half of Block 15 and Lots 2, 3 and 6 of Block 14 of Linden Grove Subdivision of part of the Northwest Quarter of Section 21 aforesaid; thence East along said north line of Lot 36, extended East, to its intersection with the east line of S. Emerald Avenue; thence North along said east line of S. Emerald Avenue to its intersection with the south line of the east-west public alley first South of and parallel to W. 65th Street; thence East along the south line, extended East, of said public alley to its intersection with the east line of S. Union Avenue; thence North along said east line of S. Union Avenue to its intersection with the south line of W. 65th Street; thence East along said south line of W. 65th Street to its intersection with a line 30 feet East of and parallel to the East line of S. Union Avenue; thence North along said line 30 feet East of and parallel to the East line of S. Union Avenue, a distance of 423 feet to its intersection with a line 273 feet South of and parallel to the center line of W. 64th Street; thence East along said line 273 feet South of and parallel to said center line of W. 64th Street to its intersection with a line 77 feet East of and parallel to the East line of S. Union Avenue; thence North along said line 77 feet East of and parallel to the East line of S. Union Avenue to its intersection with the center line of W. 64th Street; thence East along said center line of West 64th Street to its intersection with a line 94.4 feet east of and parallel to the east line of S. Union Avenue; thence north along said line 94.4 feet east of and parallel to S. Union Avenue to its intersection with the north line of the east-west public alley first north of and parallel to W. 64th Street; thence west on the north line of said public alley to its intersection with a line 93.4 feet east of and parallel to the east line of S. Union Avenue; thence north along said line 93.4 feet east of and parallel to the east line of S. Union Avenue to its intersection with the south line of W. 63rd Place; thence east along the south line of W. 63rd Place to its intersection with a line 150 feet east of and parallel to the east line of S. Union Avenue; thence north along said line 150 feet East of and parallel to S. Union Avenue to its intersection with the north line of the east-west public alley first north of and parallel to W. 63rd Place; thence west along the north line of said alley to its intersection with a line 95.4 feet east of and parallel to the east line of S. Union Avenue; thence north along said line 95.4 feet east of and parallel to the east line of S. Union Avenue to its intersection with the south line of W. 63rd Street; thence East along said south line of W. 63rd Street to its intersection with the West line, extended South of Lot 11 in Block 7 of Hoyt, Canfield and Matteson's Subdivision of the South Half of the Southwest Quarter of the Southwest Quarter of Section 16 aforesaid; thence North along said west line, extended south, of Lot 11 to its intersection with the north line of W. 63rd Street; thence along a line drawn from said point of intersection on the north line of W. 63rd Street and running northwesterly to the point of intersection of the south line of W. Englewood Avenue with the west line of Lot 9 in Block 6 in Hoyt, Canfield and Matteson's Subdivision aforesaid; thence North along said west line, extended North of Lot 9 to its intersection with the north line of W. Englewood Avenue; thence West along said north line of W. Englewood Avenue to its intersection with the west line of Lot 1 in Block 4 in Hoyt, Canfield and Matteson's Subdivision aforesaid; thence North along said west line of Lot 1, extended North, to its intersection with the southwest corner of Lot 44 in Block 4 of Hoyt, Canfield and Matteson's Subdivision aforesaid; thence North along the west line of said Lot 44 to its intersection with the southwest corner of Lot 1 in Block 2 of Hoyt, Canfield and Matteson's Subdivision aforesaid; thence North along the west line of said Lot 1 to its intersection with the south line of W. 62nd Street; thence northwesterly along a line drawn from the point of intersection of the west line of said Lot 1 and the south line of W. 62nd Street to the point of intersection of the north line of W. 62nd Street and the west line of Lot 53 in Lister's Subdivision of West Three-Fifths of the South Half of the North Half of the Southwest Quarter of the Southwest Quarter of Section 16 aforesaid; thence North along the west line of said Lot 53 to its intersection with the east line of S. Union Avenue; thence Northeasterly and North along said east line of S. Union Avenue to its intersection with the north line of W. 61st Place, the point of beginning.

which area bounded as above described is referred to hereinafter as the "District".

WHEREAS, The local improvement as set forth in the said ordinance of July 7, 1965, has been completed.

WHEREAS, It is necessary, convenient and desirable to levy an annual assessment upon the commercial or business property within said District, to pay the cost and expenses of maintenance, operation, upkeep, repairs, replacement and the protection and preservation of the capital improvement and its component parts, fixtures and equipment.

WHEREAS, In accordance with the powers granted in Section 9-2-48(1) of the "Illinois Municipal Code" (Ill. Rev. Stats. Chap. 24), upon proper application, the Circuit Court of Cook County shall appoint five members as a Board of Commissioners for the said District whose duty shall be to determine, levy and collect the said annual assessment.

WHEREAS, The said annual maintenance cost and expense as approved by the Board of Commissioners shall be paid by an annual special assessment to be levied and assessed each year on the commercial and business property within said District for a period not to exceed twenty years in accordance with the provisions of Article 9, Division 2, Chapter 24 of the Illinois Revised Statutes as Amended, being an act entitled "Illinois Municipal Code" approved May 29, 1961, together with all amendatory and Supplemental Acts (excepting Article 9, Division 3).

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That it is hereby found and determined that within the meaning of Section 9-2-48 of the "Illinois Municipal Code" (Ill. Rev. Stat. Ch. 24) a pedestrian mall and parking facilities improvement has been completed within the area as hereinabove legally described and hereby designated as the "District".

SECTION 2. That it is hereby found and determined that it is necessary, convenient and desirable to pay the cost and expense of maintenance, operation, upkeep, repairs, replacement and the protection and preservation of the said improvement by levying of an assessment upon the commercial or business property benefited within the said District, all as provided in and in accordance with Section 9-2-48(1) of the "Illinois Municipal Code" (Ill. Rev. Stats. Ch. 24).

SECTION 3. That approval is hereby granted for the filing of a Petition in the Circuit Court of Cook County, Illinois to appoint five members as Board of Commissioners for the said District in accordance with the provisions of Section 9-2-48(1)(b) of the "Illinois Municipal Code".

SECTION 4. That the cost and expenses for the maintenance and operation of the Improvement as approved and certified by the Board of Commissioners shall include the following:

1. The cost of repairs, upkeep and maintenance of any or all fixtures, equipment or facilities which comprised the improvement as originally made or any replacements thereof.
2. The costs of repairs, upkeep and maintenance of any common areas within the improvement as originally made.
3. The costs of any additions to or modifications of the improvement as originally made, any new or additional fixtures, equipment, facilities or service which is, or are determined to be essential to public health, safety or welfare and to the protection and preservation of the improvement and the operation thereof.
4. A reserve for contingencies in the item of costs and expense estimated, not to exceed 10% of the total of such costs for the year in question.
5. A reserve to defray interest on funds borrowed or vouchers issued in anticipation of collection of annual installments.
6. Any deficiencies in collection over the actual costs and expense of the preceding year.
7. The costs and expenses of management employees and facilities, or making and levying the assessments and letting and executing contracts of necessary estimates, examinations, advertisements and the like, including any court costs and fees, and for reimbursement of the expenses incurred by the commissioners in performing their duties hereunder.

Said expenses shall be paid by an annual assessment upon the business or commercial property within the District benefited by the said Improvement and the aggregate amount of said assessment is to be levied and assessed each year for a period of not more than twenty years in accordance with Article 9, Division 2, Chapter 24 of the Illinois Revised Statutes, as Amended, being an Act entitled "Illinois Municipal Code" approved May 29, 1961, together with all Amendatory and Supplemental Acts (excepting Article 9, Division 3).

SECTION 5. That for the purpose of anticipating the collection of the annual assessment for the maintenance cost and expenses of the said improvement, the Board of Commissioners shall issue vouchers bearing interest at the rate of six percent (6%) per annum, payable from the annual assessment signed by the Chairman of the Board of Commissioners and countersigned by the Secretary. Said vouchers shall be issued in accordance with and in all respects conform to the provisions of Article 9, Division 2, Chapter 24 of the Illinois Revised Statutes, as amended, being an Act entitled "Illinois Revised Statutes, as amended, being an Act entitled "Illinois Municipal Code", approved May 29, 1961, together with all Amendatory and Supplemental Acts (excepting Article 9, Division 3).

SECTION 6. That the annual assessment provided for herein and the right, powers, authorities and duties of the Board of Commissioners shall all be in accordance with and as provided in Section 9-24-48(1) of the "Illinois Municipal Code" (Ill. Rev. Stat. Ch. 24) and nothing herein shall be construed to limit, modify or otherwise affect the rights, powers, duties or procedures as provided in said Section 9-24-48(1) or in Article 9, Division 2 of the "Illinois Municipal Code" (Ill. Rev. Stat. Chap. 24).

SECTION 7. All ordinances, or parts of ordinances in conflict with this ordinance be and the same are hereby repealed.

SECTION 8. This ordinance shall be in full force and effect from and after its passage and the approval thereof according to law.

### Approval Given to Recommendations for Stipulated Settlements for Acquisition of Property for Widening and Channelization of W. 103rd St. between S. Claremont Av. and S. Pulaski Road.

**The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:**

*Ordered,* That the recommendations of the Commissioner of Public Works contained in his communication of November 28, 1969 recommending the approval of the stipulated settlement in connection with the acquisition of property for the widening and channelization of W. 103rd Street from S. Claremont Avenue to S. Pulaski Road as hereinafter listed, are hereby approved; and the

City Comptroller and the City Treasurer are hereby authorized and directed to pay to the owner or owners the amount set forth together with accrued interest and court costs, if any, when approved by the Commissioner of Public Works from the appropriation made under the Motor Fuel Tax Fund:

| *Parcel No.* | *Address* | *Amount* |
|---|---|---|
| 1 | No. 10256 S. Oakley Avenue | $1,100.00; |

and

*Be It Further Ordered,* That the recommendations of the Commissioner of Public Works contained in his communication of November 28, 1969 recommending the approval of the stipulated settlement in connection with the acquisition of property for the widening and channelization of W. 103rd Street from S. Claremont Avenue to S. Pulaski Road as hereinafter listed, are hereby approved; and the City Comptroller and the City Treasurer are hereby authorized and directed to pay to the owner or owners the amount set forth together with accrued interest and court costs, if any, when approved by the Commissioner of Public Works from the appropriation made under the Motor Fuel Tax Fund:

| *Parcel No.* | *Address* | *Amount* |
|---|---|---|
| 12 | No. 2441 W. 103rd Street | $900.00; |

and

*Be It Further Ordered,* That the recommendations of the Commissioner of Public Works contained in his communication of November 7, 1969 recommending the approval of the stipulated settlement in connection with the acquisition of property for the widening and channelization of W. 103rd Street from S. Claremont Avenue to S. Pulaski Road as hereinafter listed, are hereby approved; and the City Comptroller and the City Treasurer are hereby authorized and directed to pay to the owner or owners the amount set forth together with accrued interest and court costs, if any, when approved by the Commissioner of Public Works from the appropriation made under the Motor Fuel Tax Fund:

| *Parcel No.* | *Address* | *Amount* |
|---|---|---|
| 21 | No. 3215 W. 103rd Street | $21,600.00. |

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—46.

*Nays*—None.

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## Expenditure of M.F.T. Funds Authorized for Snow and Ice Control Maintenance of Streets, County and State Highways during Year 1969.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Authority is hereby given to the Commissioner of Streets and Sanitation to expend the sum of $850,000.00 from that portion of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago for Snow and Ice Control Maintenance of Streets, County Highways and State Highways by day labor during the period commencing January 1, 1969 and ending December 31, 1969.

SECTION 2. The City Clerk is hereby directed to transmit two certified copies of this ordinance to the Division of Highways of the Department of Public Works and Buildings of the State of Illinois, Springfield, Illinois, through the District Engineer for District No. 10 of the said Division of Highways.

SECTION 3. This ordinance shall be in force and effect from and after its passage and approval.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—46.

*Nays*—None.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

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## Authority Granted for Acquisition of Parcel MC 2-5 Needed for Madison-Canal Redevelopment Project.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

*Ordered,* That the Corporation Counsel, in accordance with his recommendation of October 27, 1969, is hereby authorized to acquire the following described property needed for the Madison-Canal Project, to wit:

*Parcel MC 2-5*

The West one third of Lot 1 and all of Lots 2, 3, 4, and 5 in the Canal Trustees Subdivision of Lot 7 and Lot 10 in Block 48 in original town of Chicago in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois,

in the amount of Two Hundred Twenty-five Thousand and no/100 Dollars ($225,000.00) plus court costs, and the City Comptroller and the City Treasurer are authorized and directed to issue vouchers and pay the amount when approved by the Corporation Counsel from appropriations made under Fund No. 902-1320-640.

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, Mc-

Mahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—46.

*Nays*—None.

### Authority Granted for Laying Water Mains at Specified Locations.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

*Ordered,* That the Commissioner of Water and Sewers is hereby authorized to lay water mains in the following streets:

N. Mulligan Avenue from 100′ SSL W. Gunnison Street to W. Giddings Street;

W. Giddings Street from N. Mulligan Avenue to N. Central Avenue, at an estimated cost of $672,961.83,

and charge same to Account 200-8285(7930)552—Feeder Mains.

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—46.

*Nays*—None.

### Ordinance Repealed for Water Supply Contract with City of Berwyn, Illinois.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

WHEREAS, The City of Berwyn, a Municipal Corporation located within The Metropolitan Sanitary District of Greater Chicago made application to the City of Chicago on October 30th, 1964 for a new contract to provide for an increased supply of water from the City's mains at the city limits, in S. Austin Boulevard at W. Roosevelt Road and in W. Roosevelt Road at S. Austin Boulevard; and

WHEREAS, The City Council did on the 15th day of January A.D. 1965 duly pass a certain ordinance authorizing the entering into of a contract, between the City of Chicago and the City of Berwyn, for a supply of water for consumers within the corporate limits of the City of Berwyn and one (1) consumer located outside the corporate limits of the City of Berwyn; and

WHEREAS, It would be necessary to delete and revise a number of sections in the existing contract ordinance passed by the City Council of the City of Chicago on January 15, 1965, Journal of Council Proceedings, pages 4211, 4212, 4213, 4214 and 4215 thereof, it is deemed advisable to repeal said contract ordinance and prepare a new contract ordinance for water supply to the City of Berwyn; and

WHEREAS, The City of Berwyn is desirous to have the City Council of the City of Chicago repeal the ordinance passed by said City Council on January 15th, 1965, providing for water supply to consumers within the corporate limits of the City of Berwyn and one (1) consumer located outside the corporate limits of the City of Berwyn supplied with water, namely Frank Oechslin and Company, 2000 S. Harlem Avenue and enter into a new contract with the City of Chicago to provide for water supply only to consumers within the corporate limits of the City of Berwyn; and

WHEREAS, The City of Chicago is willing to repeal the ordinance passed by the City Council of the City of Chicago on January 15, 1965, providing for water supply to consumers within the corporate limits of the City of Berwyn and one (1) consumer located outside the corporate limits of the City of Berwyn supplied with water, namely Frank Oechslin and Company, No. 2000 S. Harlem Avenue and enter into a new contract with the City of Berwyn to provide for water supply only to consumers within the corporate limits of the City of Berwyn; now, therefore,

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the ordinance passed by the City Council on January 15, 1965 and published in the Journal of the Proceedings of the City Council for that date on pages 4211, 4212, 4213, 4214 and 4215 thereof, authorizing and directing the Commissioner of Water and Sewers to execute on behalf of the City of Chicago, a water supply contract between the City of Chicago and the City of Berwyn, providing for a supply of water for consumers within the corporate limits of the City of Berwyn and one (1) consumer located outside the corporate limits of the City of Berwyn supplied with water, namely Frank Oechslin and Company, No. 2000 S. Harlem Avenue, be and the same is hereby repealed.

SECTION 2. This ordinance shall be in force and effect from and after its passage and approval.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—46.

*Nays*—None.

### Authority Granted for Water-Supply Contract with City of Berwyn, Illinois.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, to authorize a water-supply contract with the City of Berwyn, Illinois.

On motion of Alderman Keane the said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan,

Bilandic, Swinarski, Staszczuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—46.

*Nays*—None.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Water and Sewers is hereby authorized and directed to execute on behalf of the City of Chicago, and the City Clerk to attest, upon approval of the Corporation Counsel, as to form and legality, a water-supply contract between the City of Chicago and the City of Berwyn. Said water-supply contract to be substantially in form as follows:

### WATER SUPPLY CONTRACT BETWEEN THE CITY OF CHICAGO AND THE CITY OF BERWYN, ILLINOIS

This Agreement made and entered into on the ................ day of ......................................., A.D., 19...., and executed in quintuple originals, each executed copy constituting an original, by and between the City of Chicago, a Municipal Corporation, organized and existing under and by virtue of the laws of the State of Illinois, party of the first part, hereinafter called the "City" and the City of Berwyn, a Municipal Corporation, in Cook County, Illinois, located within the Metropolitan Sanitary District of Greater Chicago, party of the second part, hereinafter referred to as "City of Berwyn".

WITNESSETH:

Whereas, Said City of Chicago and the City of Berwyn, entered into a twenty-five year agreement on the 27th day of February, A.D., 1914 for the furnishing from the City's water mains at the city limits, at the intersection of 12th Street and Austin Avenue, water in sufficient quantities to supply consumers within the district or territory in said City of Berwyn; and

Whereas, Said City of Berwyn has by its corporate authorities made application to the corporate authorities of the City of Chicago for an increased supply of water from existing connections to the City's water mains at the city limits, in S. Austin Boulevard at W. Roosevelt Road and in W. Roosevelt Road at S. Austin Boulevard; and

Whereas, The City of Chicago is willing to furnish the City of Berwyn with increased supply of water from existing connections to the City's water mains at the city limits, in S. Austin Boulevard at W. Roosevelt Road and in W. Roosevelt Road at S. Austin Boulevard;

Now, Therefore, In consideration of the mutual covenants and agreements hereinafter contained, the parties agree with each other as follows:

*Service to be Furnished:*

1. The City agrees to furnish and the City of Berwyn agrees to purchase and take from the City, under and in accordance with the terms hereof, a supply of water through metered connections authorized by the Commissioner of Water and Sewers of the City from the City's water mains at the city limits, in S. Austin Boulevard at W. Roosevelt Road and in W. Roosevelt Road at S. Austin Boulevard, to be used by the City of Berwyn in supplying water to consumers within the corporate limits of the City of Berwyn.

*Quantity*

2. The supply of water to be furnished hereunder by the City during the period of this contract shall be as follows:

For consumers within the corporate limits of the City of Berwyn.

| | *Not to Exceed in Gallons Per Day* | |
|---|---|---|
| *Year* | *Annual Average* | *Maximum Day* |
| 1969 | 6,950,000 | 13,900,000 |
| 1970 | 7,070,000 | 14,140,000 |
| 1971 | 7,130,000 | 14,260,000 |
| 1972 | 7,190,000 | 14,380,000 |
| 1973 | 7,300,000 | 14,600,000 |
| 1974 | 7,370,000 | 14,740,000 |
| 1975 | 7,430,000 | 14,860,000 |
| 1976 | 7,480,000 | 14,960,000 |
| 1977 | 7,610,000 | 15,220,000 |
| 1978 | 7,670,000 | 15,340,000 |

3. The City of Berwyn agrees to maintain and operate the flow control system installed at the meter vaults on existing service connections to City's water main at the city limits, in S. Austin Boulevard at W. Roosevelt Road and in W. Roosevelt Road at S. Austin Boulevard, regulating the flow of water as herein provided.

*Rates and Discounts*

4. The City of Berwyn shall pay to the City all charges for water furnished hereunder to supply consumers within the corporate limits of the City of Berwyn, when due, at the rate fixed by the ordinance of the City of Chicago, now in force and effect or which may hereafter be amended for water furnished through meters in like large quantities to consumers within the corporate limits of the City.

5. The City of Berwyn shall pay to the City all charges for water furnished hereunder to supply consumers located outside the corporate limits of the City of Berwyn, when due, at the rate of fifty per cent (50%) higher than the metered rate per thousand cubic feet of water fixed by the ordinance of the City of Chicago, now in force and effect, or which may hereafter be amended for water furnished through meters in like large quantities to consumers within the corporate limits of the City.

6. The City of Berwyn shall be entitled to the same discount or benefit allowed to metered customers of the City, as provided by the ordinances of the City now in force and effect, or which may hereinafter be amended, if the City of Berwyn pays its water bills within the time prescribed by ordinance.

7. The City reserves the right at any time during the term of this contract to classify water consumers and to fix rates for each class of consumer; also to fix rates for water furnished to the City of Berwyn, and other municipalities and persons or other water users for consumption outside the corporate limits of the City, higher than the rates fixed for water furnished to consumers of the same class for consumption within the corporate limits of the City, subject to such limitations as are then applicable by law.

*Period of Contract*

8. This contract shall be in force and continue in effect for a period not longer than ten years from the date hereof unless sooner terminated as herein provided.

*Meters and Meter Equipment*

9. The City of Berwyn, at its own cost and ex-

pense, shall provide and install the meter vaults, the meters and meter equipment measuring and controlling the said supply of water, which vaults, meters and meter equipment shall be of such type, size and design as shall be satisfactory to and approved by the Commissioner of Water and Sewers of the City and shall be located in or near the City limits at a location to be approved by said Commissioner of Water and Sewers. The control valves shall be located within the City and such meters, meter equipment, meter vaults and valves shall at all times be under the control of the City, but the full and complete maintenance and protection of such meters, meter equipment and meter vaults shall be the obligation of the City of Berwyn.

10. The properly authorized officers, agents and representatives of the City shall at all times have free access to the meter or meters and all other facilities herein provided for, for the purpose of shutting off the water for failure to pay the water rates or charges in this agreement provided to be paid by City of Berwyn and for the purpose of reading the registrations of said meter or meters, and to examine, shut off and test the same to ascertain whether or not they are in good condition and repair and to make such repairs upon the same as may be necessary, the expense of any and all necessary repairs to be borne by the City of Berwyn.

11. If at any time the said meter or meters shall fail to register correctly the quantity of water furnished and taken hereunder, or shall fail to register the flow of water through said meter or meters, the unregistered, underregistered or overregistered amount of water furnished and taken shall be determined by taking an average of the twelve (12) preceding readings of such meter or meters exclusive of deficient or excessive readings. Where said meter or meters have been installed for a period of less than one (1) year, or where less than twelve (12) competent readings exist, such average or estimate may be based upon a lesser number than twelve (12) readings taken preceding or subsequent to such incorrect or stopped registrations. In both instances, the Commissioner of Water and Sewers of the City shall determine which are excessive or which are deficient readings and shall also determine the number of months upon which such estimate is to be based.

*Terms and Conditions of Service*

12. The City of Berwyn at its own cost and expense, shall provide, make and keep in repair all feeder mains, connections, meter vaults, receiving tank or tanks, booster or other pumps and slow-acting valves, or other appliances deemed necessary by the Commissioner of Water and Sewers of the City at the point of connection herein designated. If at any time the meter or meters or meter housing, which are also to be provided by the City of Berwyn, shall prove unsatisfactory to said Commissioner of Water and Sewer, or be out of repair, they shall be replaced or repaired by the City, and the cost and expense of such replacements or repairs shall be charged to and paid by the City of Berwyn.

13. The City of Berwyn shall provide, install, maintain and operate at its own cost and expense and at such locations as shall be designated by the Commissioner of Water and Sewers of the City, the following:

> A shut-off gate or gates, reservoir or reservoirs of sufficient capacity to store not less than the maximum one day's supply of water; receiving tank or tanks, booster or other pumps, slow-acting valves and such other appliances or devices as may be required by said Commissioner of Water and Sewers for the purpose of increasing, decreasing, and otherwise controlling the water supply furnished and taken hereunder, said equipment and appliances to be of such type, size and design as shall be satisfactory to and approved by said Commissioner of Water and Sewers, and the entire installation thereof shall be under the direction of and performed in a manner satisfactory to and approved by said Commissioner of Water and Sewers. The City of Berwyn agrees to maintain and operate said reservoir or reservoirs of such capacity that water will be drawn from the City's mains at a substantial uniform rate of flow, as hereinafter provided during the period of this contract.

14. The water supply furnished and taken hereunder shall be drawn by the City of Berwyn at a substantial uniform rate of flow throughout twenty-four (24) hours of each day of the year.

It is hereby agreed that the Commissioner of Water and Sewers of the City and his authorized representatives shall have access to and the right to adjust and control valves and meters in order to limit the flow of water as herein provided and for the purpose of meeting any and all emergencies and necessitous requirements.

15. The City of Berwyn agrees to comply with any and all sanitary regulations of the City and the present and future rules, regulations and instructions of the Department of Water and Sewers of the City applicable to cross-connections and dual water supplies as are in force in the Chicago Water System. The City of Berwyn further agrees that the duly authorized engineers and inspectors of the City, in collaboration with the representatives of the City of Berwyn shall be allowed to make inspections and require tests for tightness of the piping of the water works installations, and of all plants or other buildings of water users within the territorial limits of the City of Berwyn and the City of Berwyn further agrees to make such changes in its piping and to eliminate such cross-connections or other connections as in the judgment of the Commissioner of Water and Sewers of the City are necessary. The failure, neglect or refusal on the part of the City of Berwyn to make promptly and properly such changes in its piping, to maintain tightness or to eliminate undesirable connections upon notice in writing so to do from said Commissioner of Water and Sewers, shall furnish sufficient grounds for the City to shut off the water and discontinue the service hereunder until changes and corrections in said piping or connections required by the City are made by the City of Berwyn.

16. The City of Berwyn agrees to prevent excessive use and waste of water.

17. The City of Berwyn agrees to appropriate annually sufficient money or so much thereof, as may be necessary, to provide sufficient funds for the payment of the water furnished by the City hereunder. The City of Berwyn further agrees that it will at all times charge its water consumers sufficient rates in order to provide adequate funds for the payment of water furnished it by the City.

18. It is further agreed that the City may either in law or equity, by suit, mandamus or other proceedings, enforce or compel performance of any and all covenants herein contained.

19. In order to safeguard its water supply received hereunder and the City's water supply, the City of Berwyn hereby agrees to maintain a safe water supply throughout its system and to pro-

vide, maintain and operate at all times during the period of this contract, chlorinating equipment or other equally effective health protecting process equipment of such kind and capacity that a proper chlorine residual or similarly effective result may be carried throughout its water supply system. All proposed water works improvements, which must be approved by the Commissioner of Water and Sewers of the City, shall be disinfected in accordance with the requirements of the Department of Water and Sewers of the City; said water works improvements shall not be placed into service until approved as to sanitary quality by the City.

20. The City may adopt any protective or health measures it deems advisable or desirable for the benefit of its consumers, such as the fluoridation of its water, in any manner that the Commissioner of Water and Sewers of the City shall see fit.

21. The City of Berwyn agrees to notify the Commissioner of Water and Sewers of the City as promptly as possible of all emergency and other conditions which may directly or indirectly affect the quality of the water received hereunder and the City's water supply and further agrees that the duly authorized Engineers and Inspectors of the City shall be allowed to make inspections and required tests of the quality of the water supply as received hereunder, as well as the quality of the water within the City of Berwyn, distribution system.

22. The City of Berwyn agrees not to resell or permit any water furnished hereunder to be used to supply any other municipality or any consumer of water located or residing outside the territorial limits of the City of Berwyn, except if and when it should be specifically authorized so to do by the City Council of the City.

23. The City of Berwyn agrees to use City water exclusively during the period of this contract.

24. The City of Berwyn further agrees not to sell, lease or give any interest in or right or privilege to utilize its water supply main or mains to any other municipality or any consumer of water whose premises are located outside the territorial limits of the City of Berwyn, and further agrees not to permit any connection to be made to its water supply main or mains, except to supply consumers within the territorial limits of the City of Berwyn without first securing the consent in writing of the City Council of the City so to do.

25. At the end of each calendar year during the term of this contract and not later than March 31st of each year, the City of Berwyn agrees to submit to the Commissioner of Water and Sewers of the City a report in writing showing in cubic feet or gallons the amount of water furnished the City of Berwyn and the amount in quantity and charges billed by it to consumers during the preceeding year and to furnish such other information regarding billing, collections and delinquencies as may be requested from time to time by said Commissioner of Water and Sewers.

26. At the end of each billing period, but at least quarterly, the City of Berwyn agrees to submit to the Commissioner of Water and Sewers of the City a complete list of all water consumers of the City of Berwyn located or residing outside its corporate limits, showing name, location, character or occupancy, amount of water in cubic feet or gallons furnished, charges billed and payment to the City of Chicago at the higher rate.

27. To secure prompt payment of the water bills, the City shall have the right at any time to require the City of Berwyn to pay in advance a sum of money estimated by the Commissioner of Water and Sewers of the City to be equal to the cost of water required by the City of Berwyn, for a period of sixty (60) days at the then prevailing metered rate, which said advance payment the City of Berwyn hereby agrees to make upon demand.

28. The City shall not be responsible in damages for any failure to supply water or for interruption of the water furnished hereunder. The City of Berwyn agrees to save and keep harmless the City from all damage to real and personal property occasioned or caused by the making of the water connection or connections herein referred to or caused by the furnishing of water hereunder, and shall also keep and save harmless the City from all damage of any kind, nature and description which may arise as the result of the making of this agreement.

29. In furtherance and not in limitation of this contract, it is mutually agreed that all rights of the City and the City of Berwyn under the water supply contract between the City of Chicago and the City of Berwyn, dated February 27, 1914 which expired February 27, 1939 and all rights of either party arising from the delivery of water prior to the date of the execution of this agreement are extinguished, except for the express reservation of the right of the City to obtain payment for, or to enforce collection of any unpaid water charges accruing prior to the date of execution of this agreement.

30. If the City of Berwyn shall refuse, neglect or fail to pay promptly the water bills rendered for the water supplied it hereunder within the time or times prescribed by the ordinances of the City, or if the City of Berwyn shall fail to comply with or perform any of the conditions or obligations on their part to be complied with or to be performed hereunder, and if after such failure the City shall deliver at the City Hall of the City of Berwyn, addressed to the Mayor of the City of Berwyn, a notice in writing of its intention to shut off the supply of water on account of such failure, refusal or neglect, then the City shall have the right to shut off the supply at the expiration of thirty (30) days after the giving of such notice, and to terminate this contract unless within such thirty (30) days the City of Berwyn shall make good such failure. The shutting off of the supply of water for any such cause shall not release the City of Berwyn from its obligation to make payments of any amount or amounts due or to become due in accordance with the terms hereof.

31. No assignment or transfer of this agreement shall be made by the City of Berwyn.

32. No officer, official or agent of the City has the power to amend, modify or alter this agreement or waive any of its conditions or to bind the City by making any promise or representation not contained herein.

33. This agreement is subject to cancellation by the City of Chicago in the event the Supreme Court of the United States of America or any other court of competent jurisdiction decrees that the City has no right to contract for, sell, disperse, distribute or limit the amount of water the City may use for domestic pumpage or otherwise places a burden on the City in connection with the withdrawal of water from Lake Michigan, or otherwise dispose of water from Lake Michigan to any municipality or user residing outside of the limits of the City of Chicago.

34. The authority of the officials of the City to execute this agreement is evidenced by the authority of the City Council of the City of Chicago given on the ..................... day of ....................., A.D. 19.... and published in the Journal of Proceedings of the City Council for said date on pages ............... ........... thereof.

35. The authority of the officials of the City of Berwyn, Illinois, to execute this agreement is evidenced by the resolution passed by the Council of the City of Berwyn, Illinois, at a regular meeting of said City Council duly held on the ..................... day of ..................... A.D. 19.....

36. In Witness Whereof, the City of Chicago has caused this agreement to be signed in quintuple originals (each signed copy constituting an original) by its Commissioner of Water and Sewers, countersigned by its Comptroller, approved by its Mayor, and its corporate seal to be hereto affixed and duly attested by its Clerk, and the City of Berwyn has caused the same to be signed in quintuple originals (each signed copy constituting an original) by its Mayor, and its corporate seal to be hereto affixed, duly attested by its Clerk on the day and year first above written.

[Signature forms omitted]

SECTION 2. This ordinance shall be effective from and after the date of its passage.

### Authority Granted for Continued Operation and Maintenance of Water-Service Connection to Serve Premises in Niles, Illinois.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

WHEREAS, An order was passed by the City Council on June 11, 1947 and appearing on page 276 of the Journal of the Proceedings of the City Council for that day authorizing the connection at the city limits of an eight (8) inch cast iron water-service pipe to the city's eight-inch water main in N. Lehigh Avenue at N. Tonty Avenue for the Tee Dee Corporation to secure a water supply for its manufacturing plant located outside the City of Chicago and in the Village of Niles, Illinois; and

WHEREAS, The premises of the Tee Dee Corporation have been purchased by the Teletype Corporation; and

WHEREAS, The Teletype Corporation has made application to continue to operate and maintain the said existing water service pipe connection; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Water and Sewers be and he is hereby authorized and directed to permit the Teletype Corporation to continue to operate and maintain an existing eight (8) inch cast iron service pipe connection at the city limits to the city's eight-inch water main in N. Lehigh Avenue at N. Tonty Avenue in accordance with the application of the Teletype Corporation in order to secure a water supply not to exceed an annual average of 100,000 gallons per day, but not to exceed a rate of 160,000 gallons per day, for a period not longer than ten (10) years, as may be required by the applicant for its two manufacturing plants located outside the City of Chicago and in the Village of Niles, Illinois on the premises generally bounded on the North by Touhy Avenue, on the East by the East line of the N. E. fractional ¼ of Sec. 32, T. 41 N., R. 13 E. extended, on the South by Ionia Avenue and on the West by the East line of the right of way of the Chicago, Milwaukee and St. Paul Railroad.

The Teletype Corporation shall pay to the City of Chicago for water furnished at the rate of fifty per cent (50%) higher than the metered rate per thousand cubic feet of water fixed by ordinance and charged consumers within the City of Chicago; said permission to continue to operate and maintain the water supply connection shall be in accordance with Sections 185-56.1 to 185-56.8, inclusive, of the Municipal Code of Chicago; provided, however, that said service shall terminate if and when the Village of Niles, Illinois lays water mains in this vicinity and is ready to furnish water to said premises.

SECTION 2. This ordinance shall be effective from and after the date of its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—46.

*Nays*—None.

### Authority Granted for Water Supply Contract between City and Village of Melrose Park, Illinois.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, to authorize a water supply contract with the Village of Melrose Park, Illinois.

On motion of Alderman Keane the said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—46.

*Nays*—None.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Water and Sewers is hereby authorized and directed to execute on behalf of the City of Chicago, and the City Clerk to attest, upon approval of the Corporation Counsel, as to form and legality, a water supply contract between the City of Chicago and the Village of Melrose Park. Said water supply contract to be substantially in form as follows:

### WATER SUPPLY CONTRACT BETWEEN THE CITY OF CHICAGO AND THE VILLAGE OF MELROSE PARK, ILLINOIS.

This Agreement made and entered into this..... day of ..............., A.D. 19..., and executed in quintuplicate originals, each copy constituting an original, by and between the City of Chicago, a Municipal Corporation, organized and existing under and by virtue of the laws of the State of Illinois, party of the first part, hereinafter called the "City" and the Village of Melrose Park, a Municipal Corporation in Cook County, Illinois, located within The Metropolitan Sanitary District of Greater Chicago, party of the second part, hereinafter referred to as "Village".

WITNESSETH:

Whereas, said City of Chicago and the Village of Melrose Park entered into a ten year agreement on the 16th day of July A.D. 1952, for the furnishing from the City's water mains at the city limits at N. Harlem Avenue and W. Wabansia Avenue, a supply of water for consumers within the corporate limits of the Village of Melrose Park and for eleven (11) consumers located outside the corporate limits of the Village of Melrose Park, not to exceed an annual average of 4,000,000 gallons per day, but not to exceed 6,050,000 gallons in any one day of the year; and

Whereas, by letter dated November 30th, 1951, permission was given by the City of Chicago to the Village of Melrose Park and the Chicago and North Western Railway System to install a 12-inch metered cross-connecting main between 12-inch water main of the Village of Melrose Park and the 14-inch transite water main of the Chicago and North Western Railway System at a location south of Main Street and between 23rd Avenue and 24th Avenue, Melrose Park, Illinois; and

Whereas, the City of Chicago and the Village of Melrose Park, entered into an amended agreement on the 12th day of January, A.D. 1953 for the period ending July 16th, 1962 to permit the City of Chicago to furnish to the Village of Melrose Park, from the connection to the City's water mains at the city limits, N. Harlem Avenue and W. Wabansia Avenue, and transported to and through the water works system of the Village of Melrose Park, a supply of water not to exceed an annual average of 1,000,000 gallons per day, but not to exceed 1,200,000 gallons in one day of the year for consumers located within the territorial limits of a section of Leyden Township; said supply of water to be in addition to the annual average of 4,000,000 gallons per day to be furnished the Village of Melrose Park under the terms of the water supply contract No. 16487 between the City of Chicago and the Village of Melrose Park entered into on July 16th, 1952; and

Whereas, the City of Chicago and the Village of Melrose Park, entered into a second amended agreement on the 8th day of November, A.D. 1954 for the period ending July 16th, 1962, to permit the City of Chicago to furnish to the Village of Melrose Park from the connection to the City's water mains at the city limits, N. Harlem Avenue and W. Wabansia Avenue, and transported to and through the water works system of the Village of Melrose Park a supply of water not to exceed an annual average of 1,000,000 gallons per day, but not to exceed 1,300,000 gallons in any one day of the year for consumers located within the corporate limits of the City of Northlake; said supply of water to be in addition to the annual average of 4,000,000 gallons per day to be furnished the Village of Melrose Park under the terms of the water supply contract No. 16487 between the City of Chicago and the Village of Melrose Park entered into on July 16th, 1952, and also in addition to the annual average of 1,000,000 gallons per day to be furnished the Village of Melrose Park for resale to the Township of Leyden under the terms of amended water supply contract No. 16572, dated January 12th, 1953 between the City of Chicago and the Village of Melrose Park; and

Whereas, the City of Chicago and the Village of Melrose Park, entered into a third amended agreement on the 27th day of December, A.D. 1956 for the period ending July 16th, 1962, to permit the City of Chicago to furnish to the Village of Melrose Park, from the connection to the City's water mains at the city limits, N. Harlem Avenue and W. Wabansia Avenue, and transported to and through the water works system of the Village of Melrose Park, a supply of water not to exceed an annual average of 240,000 gallons per day. but not to exceed 340,000 gallons in any one day of the year for consumers located within the corporate limits of the Village of Stone Park; said supply of water to be in addition to the annual average of 4,000,000 gallons per day to be furnished the Village of Melrose Park under the terms of the water supply contract No. 16487 between the City of Chicago and the Village of Melrose Park entered into on July 16, 1952, and also in addition to the annual average of 1,000,000 gallons per day to be furnished the Village of Melrose Park for resale to the Township of Leyden under the terms of the amended water supply contract No. 16572, dated January 12th, 1953 between the City of Chicago and the Village of Melrose Park, and also in addition to the annual average of 1,000,000 gallons per day to be furnished the Village of Melrose Park for resale to the City of Northlake under the terms of the second amended water supply contract No. 17185, dated November 8th, 1954 between the City of Chicago and the Village of Melrose Park.

Whereas, said Village of Melrose Park has by its corporate authorities made application to the corporate authorities of the City of Chicago for renewal of its water supply contract with the City to provide for increased supply of water for consumers within the corporate limits of the Village of Melrose Park and eight (8) consumers located outside its corporate limits and for consumers within the corporate limits of Leyden Township and one (1) consumer located outside its corporate limits, and for consumers within the corporate limits of the City of Northlake and the Village of Stone Park, from existing connection to the City's water mains at the city limits at N. Harlem Avenue and W. Wabansia Avenue; and for emergency use only, the 12-inch metered cross-connecting main between the 12-inch water main of the Village of Melrose Park and the 14-inch transite water main of the Chicago and North Western Railway System at a location south of Main Street and between 23rd Avenue and 24th Avenue, Melrose Park, Illinois; and

WHEREAS, the City of Chicago is willing to renew its water supply contract with the Village of Melrose Park to provide for increased supply of water for consumers of the Village of Melrose Park, Leyden Township, City of Northlake and the Village of Stone Park from existing connection to City's water mains at the city limits at N. Harlem Avenue and W. Wabansia Avenue and for emergency use only, the 12-inch metered cross-connecting main between the 12-inch water main of the Village of Melrose Park and the 14-inch transite water main of the Chicago and North Western Railway System at a location south of Main Street and between 23rd Avenue and 24th Avenue, Melrose Park, Illinois.

Now, Therefore, in consideration of the mutual covenants and agreements hereinafter contained, the parties agree with each other as follows:

*Service to be Furnished*

(1) The City agree to furnish to the Village and the Village agrees to purchase and take from the City under and in accordance with the terms hereof, a supply of water through metered connection, authorized by the Commissioner of Water and Sewers of the City, from the City's water mains at the city limits at N. Harlem Avenue and W. Wabansia Avenue and for emergency use only, the 12-inch metered cross-connecting main between the 12-inch water main of the Village of Melrose Park and the 14-inch transite water main of the Chicago and North Western Railway System at a location south of Main Street and between 23rd and 24th Avenues, Melrose Park, Illinois to be used by the Village of Melrose Park in supplying water to consumers within the corporate limits of the Village of Melrose Park and eight (8) consumers located outside its corporate limits and for consumers within the corporate limits of Leyden Township and one (1) consumer located outside its corporate limits, and for consumers within the corporate limits of the City of Northlake and the Village of Stone Park.

*Quantity*

2) The supply of water to be furnished hereunder by the City to the Village during the period of this contract shall be as follows:

For consumers located within the corporate limits of the Village of Melrose Park and for eight (8) consumers outside the corporate limits supplied with water from the Melrose Park 30″ water main in North Avenue between Thatcher on the east and Fifth (5th) Avenue on the west, namely, Kiddie-Land (Fritz), John G. Georgacakis, the Homestead Restaurant, Maywood Park Trotting Association, Illinois Outdoor Advertising Company (formerly Profexrey Company), Humble Oil and Refining Company, Gottlieb Memorial Hospital, Callen Manufacturing Company (sub-meter of Illinois Outdoor Advertising):

| | *Not to Exceed in Gallons Per Day* | |
|---|---|---|
| *Year* | *Annual Average* | *Maximum Day* |
| 1969 | 6,350,000 | 12,700,000 |
| 1970 | 6,500,000 | 13,000,000 |
| 1971 | 6,550,000 | 13,100,000 |
| 1972 | 6,600,000 | 13,200,000 |
| 1973 | 6,650,000 | 13,300,000 |
| 1974 | 6,700,000 | 13,400,000 |
| 1975 | 6,720,000 | 13,440,000 |
| 1976 | 6,740,000 | 13,480,000 |
| 1977 | 6,760,000 | 13,520,000 |
| 1978 | 6,780,000 | 13,560,000 |

For consumers located within the territorial limits of a section of Leyden Township bounded on the north by approximately Belmont Avenue and Grand Avenue, on the east by approximately 25th Avenue, on the south by approximately Armitage Avenue, Fullerton Avenue, Wrightwood Avenue and Diversey Avenue and on the west by the Chicago and North Western Railroad (Taft Avenue), within The Metropolitan Sanitary District of Greater Chicago and one (1) consumer outside the corporate limits, namely a section of the City of Northlake bounded on the north by Grand Avenue, on the east by a line midway between Marian Avenue and Wolf Road, on the south by Diversey Avenue and on the west by Derrough Avenue:

| | *Not to Exceed in Gallons Per Day* | |
|---|---|---|
| *Year* | *Annual Average* | *Maximum Day* |
| 1969 | 1,800,000 | 3,600,000 |
| 1970 | 1,900,000 | 3,800,000 |
| 1971 | 2,000,000 | 4,000,000 |
| 1972 | 2,100,000 | 4,200,000 |
| 1973 | 2,200,000 | 4,400,000 |
| 1974 | 2,300,000 | 4,600,000 |
| 1975 | 2,400,000 | 4,800,000 |
| 1976 | 2,500,000 | 5,000,000 |
| 1977 | 2,600,000 | 5,200,000 |
| 1978 | 2,700,000 | 5,400,000 |

For consumers located within the corporate limits of the City of Northlake, a municipal corporation in Cook County, Illinois, within The Metropolitan Sanitary District of Greater Chicago:

| | *Not to Exceed in Gallons Per Day* | |
|---|---|---|
| *Year* | *Annual Average* | *Maximum Day* |
| 1969 | 1,244,000 | 2,488,000 |
| 1970 | 1,344,000 | 2,688,000 |
| 1971 | 1,444,000 | 2,888,000 |
| 1972 | 1,544,000 | 3,088,000 |
| 1973 | 1,600,000 | 3,200,000 |
| 1974 | 1,650,000 | 3,300,000 |
| 1975 | 1,670,000 | 3,340,000 |
| 1976 | 1,684,000 | 3,368,000 |
| 1977 | 1,695,000 | 3,390,000 |
| 1978 | 1,700,000 | 3,400,000 |

For consumers located within the corporate limits of the Village of Stone Park, a municipal corporation in Cook County, Illinois, within The Metropolitan Sanitary District of Greater Chicago:

| | *Not to Exceed in Gallons Per Day* | |
|---|---|---|
| *Year* | *Annual Average* | *Maximum Day* |
| 1969 | 406,000 | 812,000 |
| 1970 | 409,000 | 818,000 |
| 1971 | 412,000 | 824,000 |
| 1972 | 415,000 | 830,000 |
| 1973 | 417,000 | 834,000 |
| 1974 | 419,000 | 838,000 |
| 1975 | 420,000 | 840,000 |
| 1976 | 422,000 | 844,000 |
| 1977 | 424,000 | 848,000 |
| 1978 | 426,000 | 852,000 |

Summary of total amount of water to be furnished to consumers of the Village of Melrose Park, Leyden Township, City of Northlake and the Village of Stone Park is as follows:

| | *Not to Exceed in Gallons Per Day* | |
|---|---|---|
| *Year* | *Annual Average* | *Maximum Day* |
| 1969 | 9,800,000 | 19,600,000 |
| 1970 | 10,153,000 | 20,306,000 |
| 1971 | 10,406,000 | 20,812,000 |
| 1972 | 10,659,000 | 21,318,000 |
| 1973 | 10,867,000 | 21,734,000 |
| 1974 | 11,069,000 | 22,138,000 |
| 1975 | 11,210,000 | 22,420,000 |
| 1976 | 11,346,000 | 22,692,000 |
| 1977 | 11,479,000 | 22,958,000 |
| 1978 | 11,606,000 | 23,212,000 |

3) The Village of Melrose Park agrees to install a flow control system at its meter vault on existing service connection to City's water main at the city limits at N. Harlem Avenue and W. Wabansia Avenue, in order to regulate the flow of water as herein provided.

*Rates and Discounts*

4) The Village shall pay to the City all charges for water furnished hereunder to supply customers

within the corporate limits of the Village, for consumers within the corporate limits of Leyden Township, for consumers within the corporate limits of the City of Northlake and for consumers within the corporate limits of the Village of Stone Park, when due, at the rate fixed by the ordinance of the City of Chicago, now in force and effect or which may hereafter be amended for water furnished through meters in like large quantities to consumers within the corporate limits of the City.

5) The Village shall pay to the City all charges for water furnished hereunder to supply consumers located outside the corporate limits of the Village and for consumers located outside the corporate limits of Leyden Township, the Village of Northlake and the Village of Stone Park, when due, at the rate of fifty percent (50%) higher than the metered rate per thousand cubic feet of water fixed by the ordinance of the City of Chicago, now in force and effect, or which may hereafter be amended for water furnished through meters in like large quantities to consumers within the corporate limits of the City.

6) The Village shall be entitled to the same discount or benefit allowed to metered consumers of the City, as provided by the ordinances of the City, now in force and effect, or which may hereafter be amended, if the Village pays its water bills within the time prescribed by ordinance.

7) The City reserves the right at any time during the term of this contract to classify water consumers and to fix rates for each class of consumers; also to fix rates for water furnished to to Village and other municipalities and persons or other water users for consumption outside the corporate limits of the City, higher than the rates fixed for water furnished to consumers of the same class for consumption within the corporate limits of the City, subject to such limitations as are then applicable by law.

*Period of Contract*

8) This contract shall be in force and continue in effect for a period not longer than ten years from the date hereof unless sooner terminated as herein provided.

The Village of Melrose Park will enter into agreements with Leyden Township, the City of Northlake and the Village of Stone Park, copies of which are to be submitted to the Commissioner of Water and Sewers of the City of Chicago by which said Leyden Township, the City of Northlake and the Village of Stone Park will agree to draw water from the mains of the Village of Melrose Park at a substantial uniform rate of flow throughout twenty-four (24) hours of each day of the year; also said Leyden Township, the City of Northlake and the Village of Stone Park will agree to comply with any and all such sanitary regulations of the City of Chicago and the present and future rules, regulations and instructions of the Department of Water and Sewers of the City of Chicago applicable to cross-connections and dual water supplies as are in force in the City of Chicago water system, and under and by which said Leyden Township, the City of Northlake and the Village of Stone Park will agree that the duly authorized engineers and inspectors of the City of Chicago, in collaboration with representatives of Leyden Township, the City of Northlake and the Village of Stone Park shall be allowed to make inspections of the piping of the water works installations of said Leyden Township, the City of Northlake and the Village of Stone Park and of all plants and buildings of water consumers and to make such changes in said piping and to eliminate such cross-connections or other connections as in the judgment of the Commissioner of Water and Sewers of the City of Chicago are necessary, and provided that failure, neglect or refusal on the part of said Leyden Township, the City of Northlake and the Village of Stone Park to make promptly and properly such changes in its piping or to eliminate undesirable connections upon notice in writing so to do received from said Commissioner of Water and Sewers shall furnish sufficient grounds for the termination of the water supply provided for therein, and for the discontinuance of the service until such changes and corrections to said piping or connections required by the City of Chicago are made by Leyden Township, the City of Northlake and the Village of Stone Park. There shall also be incorporated in said agreements between the Village of Melrose Park and Leyden Township, the City of Northlake and the Village of Stone Park, a provision that the same shall not be assigned or transferred by said Leyden Township, the City of Northlake and the Village of Stone Park, or either of them, and the said agreements shall further provide that Leyden Township, the City of Northlake and the Village of Stone Park, or either of them, will not sell or give away any portion of the water supply to any other municipality, or any consumer of water located or residing outside the territorial limits of Leyden Township, the City of Northlake and the Village of Stone Park, without the consent in writing of the Village of Melrose Park, and the City Council of the City of Chicago so to do, and agreements shall provide that all plans and specifications of proposed water works improvements of Leyden Township, the City of Northlake and the Village of Stone Park must be approved by the Commissioner of Water and Sewers of the City of Chicago, and shall contain a further provision that any and all rights of Leyden Township, the City of Northlake and the Village of Stone Park thereunder shall be subject to the terms and conditions of the water supply contract No. ............ between the City of Chicago and the Village of Melrose Park, dated the ................day of ..............A.D. 19.....

*Meters and Meter Equipment*

9) The Village at its own cost and expense, shall provide and install the meter vaults, the meters and meter equipment measuring and controlling the said supply of water, which vaults, meters and meter equipment shall be of such type size and design as shall be satisfactory to and approved by the Commissioner of Water and Sewers of the City and shall be located in or near the City limits at a location to be approved by said Commissioner of Water and Sewers. The control valves shall be located within the City and such meters, meter equipment, meter vaults and valves shall at all times be under the control of the City, but the full and complete maintenance and protection of such meters, meter equipment and meter vaults shall be the obligation of the Village.

10) The properly authorized officers, agents and representatives of the City shall at all times have free access to the meter or meters and all other facilities herein provided for, for the purpose of shutting off the water for failure to pay the water rates or charges in this agreement provided to be paid by the Village and for the purpose of reading the registrations of said meter or meters, and to examine, shut off and test the same to ascertain whether or not they are in good condition and repair and to make such repairs upon the same as

may be necessary, the expense of any and all necessary repairs to be borne by the Village.

11) If at any time the said meter or meters shall fail to register correctly the quantity of water furnished and taken hereunder, or shall fail to register the flow of water through said meter or meters, the unregistered, under-registered or over-registered amount of water furnished and taken shall be determined by taking an average of the twelve (12) preceding readings of such meter or meters exclusive of deficient or excessive readings. Where said meter or meters have been installed for a period of less than one (1) year or where less than twelve (12) competent readings exist, such average or estimate may be based upon a lesser number than twelve (12) readings taken preceding or subsequent to such incorrect or stopped registrations. In both instances, the Commissioner of Water and Sewers of the City shall determine which are excessive or which are deficient readings and shall also determine the number of months upon which such estimate is to be based.

*Terms and Conditions of Service*

12) The Village at its own cost and expense, shall provide, make and keep in repair all feeder mains, connections, meter vaults, receiving tank or tanks, booster or other pumps and slow-acting valves, or other appliances deemed necessary by the Commissioner of Water and Sewers of the City at the point of connection herein designated. If at any time the meter or meters or meter housing, which are also to be provided by the Village, shall prove unsatisfactory to said Commissioner of Water and Sewers, or be out of repair, they shall be replaced or repaired by the City, and the cost and expense of such replacements or repairs shall be charged to and paid by the Village.

13) The Village shall provide, install, maintain and operate at its own cost and expense and at such locations as shall be designated by the Commissioner of Water and Sewers of the City the following:

> A shut-off gate or gates, reservoir or reservoirs of sufficient capacity to store not less than the maximum one day's supply of water; receiving tank or tanks, booster or other pumps, slow-acting valves and such other appliances or devices as may be required by said Commissioner of Water and Sewers for the purpose of increasing, decreasing, and otherwise controlling the water supply furnished and taken hereunder, said equipment and appliances to be of such type, size and design as shall be satisfactory to and approved by said Commissioner of Water and Sewers, and the entire installation thereof shall be under the direction of and performed in a manner satisfactory to and approved by said Commissioner of Water and Sewers. The Village agrees to maintain and operate said reservoir or reservoirs of such capacity that water will be drawn from the City's mains at a substantial uniform rate of flow, as hereinafter provided during the period of this contract.

14) The water supply furnished and taken hereunder shall be drawn by the Village at a substantial uniform rate of flow throughout twenty-four (24) hours of each day of the year.

It is hereby agreed that the Commissioner of Water and Sewers of the City and his authorized representatives shall have access to and the right to adjust and control valves and meters in order to limit the flow of water as herein provided and for the purpose of meeting any and all emergencies and necessitous requirements.

15) The Village agrees to comply with any and all sanitary regulations of the City and the present and future rules, regulations and instructions of the Department of Water and Sewers of the City applicable to cross-connections and dual water supplies as are in force in the Chicago Water System. The Village further agrees that the duly authorized engineers and inspectors of the City, in collaboration with the representatives of the Village shall be allowed to make inspections and require tests for tightness of the piping of the water works installations, and of all plants or other buildings of water users within the territorial limits of the Village and the Village further agrees to make such changes in its piping and to eliminate such cross-connections or other connections as in the judgment of the Commissioner of Water and Sewers of the City are necessary. The failure, neglect or refusal on the part of the Village to make promptly and properly such changes in its piping, to maintain tightness or to eliminate undesirable connections upon notice in writing so to do from said Commissioner of Water and Sewers, shall furnish sufficient grounds for the City to shut off the water and discontinue the service hereunder until changes and corrections in said piping or connections required by the City are made by the Village.

16) The Village agrees to prevent excessive use and waste of water.

17) The Village agrees to appropriate annually sufficient money or so much thereof, as may be necessary, to provide sufficient funds for the payment of the water furnished by the City hereunder. The Village further agrees that it will at all times charge its water consumers sufficient rates in order to provide adequate funds for the payment of water furnished it by the City.

18) It is further agreed that the City may either in law or equity, by suit, mandamus or other proceedings, enforce or compel performance of any and all covenants herein contained.

19) In order to safeguard its water supply received hereunder and the City's water supply, the Village hereby agrees to maintain a safe water supply throughout its system and to provide, maintain and operate at all times during the period of this contract, chlorinating equipment or other equally effective health protecting process equipment of such kind and capacity that a proper chlorine residual or similarly effective result may be carried throughout its water supply system. All proposed water works improvements, which must be approved by the Commissioner of Water and Sewers of the City, shall be disinfected in accordance with the requirements of the Department of Water and Sewers of the City; said water works improvements shall not be placed into service until approved as to sanitary quality by the City.

20) The City may adopt any protective or health measures it deems advisable or desirable for the benefit of its water consumers, such as the fluoridation of its water, in any manner that the Commissioner of Water and Sewers of the City shall see fit.

21) The Village agrees to notify the Commissioner of Water and Sewers of the City as promptly as possible of all emergency and other conditions which may directly or indirectly affect the quality of the water received hereunder and the City's water supply and further agrees that the duly

authorized Engineers and Inspectors of the City shall be allowed to make inspections and required tests of the quality of the water supply as received hereunder, as well as the quality of the water within the Village distribution system.

22) The Village agrees not to resell or permit any water furnished hereunder to be used to supply any other municipality or any consumer of water located or residing outside the territorial limits of the Village except if and when it should be specifically authorized so to do by the City Council of the City.

23) The Village agrees to use City water exclusively during the period of this contract.

24) The Village further agrees not to sell, lease or give any interest in or right or privilege to utilize its water supply main or mains to any other municipality or any consumer of water whose premises are located outside the territorial limits of the Village, and further agrees not to permit any connection to be made to its water supply main or mains, except to supply consumers within the territorial limits of the Village without first securing the consent in writing of the City Council of the City so to do.

25) At the end of each calendar year during the term of this contract and not later than March 31st of each year, the Village agrees to submit to the Commissioner of Water and Sewers of the City a report in writing showing in cubic feet or gallons the amount of water furnished the Village and the amount in quantity and charges billed by it to consumers during the preceding year and to furnish such other information regarding billing, collections and delinquencies as may be requested from time to time by said Commissioner of Water and Sewers.

26) At the end of each billing period, but at least quarterly, the Village agrees to submit to the Commissioner of Water and Sewers of the City a complete list of all water consumers of the Village located or residing outside its corporate limits, showing name, location, character of occupancy, amount of water in cubic feet or gallons furnished, charges billed and payment to the City of Chicago at the higher rate.

27) To secure prompt payment of the water bills, the City shall have the right at any time to require the Village to pay in advance a sum of money estimated by the Commissioner of Water and Sewers of the City to be equal to the cost of water required by the Village, for a period of ninety (90) days at the then prevailing metered rate, which said advance payment the Village hereby agrees to make upon demand.

28) The City shall not be responsible in damages for any failure to supply water or for interruption of the water furnished hereunder. The Village agrees to save and keep harmless the City from all damage to real and personal property occasioned or caused by the making of the water connection or connections herein referred to or caused by the furnishing of water hereunder, and shall also keep and save harmless the City from all damage of any kind, nature and description which may arise as the result of the making of this agreement.

29) The City reserves the right to its Commissioner of Water and Sewers to decide all questions arising as to the proper performance of this contract.

30) In furtherance and not in limitation of this contract, it is mutually agreed that all rights of the City and the Village of Melrose Park under the Water Supply Contract No. 16487 dated July 16th, 1952 between the City of Chicago and the Village of Melrose Park which expired July 16, 1962; the amended contract No. 16572 dated January 12th, 1953 between the City of Chicago and the Village of Melrose Park to permit the Village of Melrose Park to furnish a supply of water to Leyden Township which expired July 16th, 1962; the amended contract No. 17185 dated November 8th, 1954 between the City of Chicago and the Village of Melrose Park to permit the Village of Melrose Park to furnish a supply of water to the City of Northlake which expired July 16th, 1962 and the amended contract No. 18488 dated December 27th, 1956 between the City of Chicago and the Village of Melrose Park to permit the Village of Melrose Park to furnish a supply of water to the Village of Stone Park which expired July 16th, 1962, and all rights of either party arising from the delivery of water prior to the date of the execution of this agreement are extinguished, except for the express reservation of the right of the City to obtain payment for, or to enforce collection of any unpaid water charges accruing prior to the date of execution of this agreement.

31) If the Village shall refuse, neglect or fail to pay promptly the water bills rendered for the water supplied it hereunder within the time or times prescribed by the ordinances of the City, or if the Village shall fail to comply with or perform any of the conditions or obligations on their part to be complied with or to be performed hereunder, and if after such failure the City shall deliver at the Village Hall of the Village of Melrose Park, addressed to the President and Board of Trustees of the Village, a notice in writing of its intention to shut off the supply of water on account of such failure, refusal or neglect, then the City shall have the right to shut off the supply at the expiration of five (5) days after the giving of such notice, and to terminate this contract unless within five (5) days the Village shall make good such failure. The shutting off of the supply of water for any such cause shall not release the Village from its obligation to make payments of any amount or amounts due or to become due in accordance with the terms hereof.

32) No assignment or transfer of this agreement shall be made by the Village.

33) The Village hereby waives any defenses it may have by virtue of any governmental function it exercises in any action brought at law or equity under the terms of this contract.

34) No officer, official or agent of the City has the power to amend, modify or alter this agreement or waive any of its conditions or to bind the City by making any promise or representation not contained herein.

35) This agreement is subject to cancellation by the City of Chicago in the event the Supreme Court of the United States of America or any other court of competent jurisdiction decrees that the City has no right to contract for, sell, disperse, distribute or limits the amount of water the City may use for domestic pumpage or otherwise places a burden on the City in connection with the withdrawal of water from Lake Michigan, or otherwise dispose of water from Lake Michigan to any municipality or user residing outside of the limits of the City of Chicago.

36) The authority of the officials of the City to execute this agreement is evidenced by the au-

thority of the City Council of the City of Chicago given on the ............ day of .............. A.D. 19...... and published in the Journal of Proceedings of the City Council for said date on pages .................... thereof.

37) The authority of the officials of the Village of Melrose Park, Illinois, to execute this agreement is evidenced by the resolution passed by the President and Board of Trustees of the Village of Melrose Park, at a regular meeting of said President and Board of Trustees duly held on the ..... ............ day of ..............A. D. 19.....

38) In Witness Whereof, the City of Chicago has caused this agreement to be signed in quintuple originals (each signed copy constituting an original) by its Commissioner of Water and Sewers, countersigned by its Comptroller, approved by its Mayor, and its corporate seal to be hereto affixed and duly attested by its Clerk, and the Village of Melrose Park has caused the same to be signed in quintuple originals (each signed copy constituting an original) by its President and Board of Trustees and its corporate seal to be hereto affixed, duly attested by its Clerk on the day and year first above written.

[Signature forms omitted]

SECTION 2. This ordinance shall be effective from and after the date of its passage.

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## Second Amendment Authorized to Water Supply Contract with Village of Melrose Park to Permit Furnishing Water to Hillside-Berkeley Water Commission.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, to authorize a second amendment to City's water supply contract with the Village of Melrose Park permitting furnishing of water to Hillside-Berkeley Water Commission.

On motion of Alderman Keane the said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—46.

*Nays*—None.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Water and Sewers is hereby authorized and directed to execute on behalf of the City of Chicago, and the City Clerk to attest, upon approval of the Corporation Counsel as to form and and legality, a Second Amendment to contract between the City of Chicago and the Village of Melrose Park for the furnishing by the Village of Melrose Park of water supply to the Hillside-Berkeley Water Commission.

Said Second Amendment to Contract to be substantially in form as follows:

### SECOND AMENDMENT TO WATER SUPPLY CONTRACT BETWEEN THE CITY OF CHICAGO AND THE VILLAGE OF MELROSE PARK.

This Agreement made and entered into this ......................... day of .........................A.D. 19........, and executed in quintuplicate originals (each executed copy constituting an original), by and between the City of Chicago, a Municipal Corporation and the Village of Melrose Park, a Municipal Corporation, both of the State of Illinois.

Whereas, said City of Chicago and Village of Melrose Park entered into an agreement for a period of ten years on the .............................. day of .............................. A.D. 19........, for the furnishing from City of Chicago mains at the city limits, existing connection at N. Harlem Avenue and W. Wabansia Avenue, a supply of water for consumers of the Village of Melrose Park, Leyden Township, the City of Northlake and the Village of Stone Park; and

Whereas, said City of Chicago and the Village of Melrose Park entered into an amended agreement on the .......................... day of ...................... A.D. 19........, for a period ending ............................, 19........, for the furnishing to the Village of Maywood from its connection to the City of Chicago's water mains at the city limits, N. Harlem Avenue and W. Wabansia Avenue and transported to and through the water works system of the Village of Melrose Park to point of connection to the water main of the Village of Melrose Park at 9th Avenue and Iowa Street, a supply of water to the Village of Maywood in amounts not to exceed an annual average of 3,100,000 gallons per day in 1969 and increasing to 3,760,000 gallons per day in 1978; said supply of water to be in addition to the total supply of water to be furnished the Village of Melrose Park, under the terms of the water supply contract No. .......................dated .................. between the City of Chicago and the Village of Melrose Park; and

Whereas, the Hillside-Berkeley Water Commission has been furnished with City of Chicago water from the connection to the City's water mains at the city limits, N. Harlem Avenue and W. Wabansia Avenue and transported to and through the 30-inch—24-inch main of the Village of Melrose Park to 23rd Avenue and Main Street, under the terms of a water supply contract No. 16504, dated July 17th, 1952 between the City of Chicago, the Hillside-Berkeley Water Commission and the Village of Melrose Park, said contract having expired July 15th, 1962; and

Whereas, the Hillside-Berkeley Water Commission has by its corporate authorities made application to the corporate authorities of the City of Chicago for a quantity of water from its existing connection to the main of the Village of Melrose Park at 23rd Avenue and Main Street, to supply consumers of the Hillside-Berkeley Water Commission, Municipal Corporations located within The Metropolitan Sanitary District of Greater Chicago; and

WHEREAS, the City of Chicago is willing to permit the village of Melrose Park to furnish the Hillside-Berkeley Water Commission with a supply of water.

Now, Therefore, in consideration of the mutual covenants and agreements hereinafter contained, the parties agree with each other as follows:

(1) That said City of Chicago may furnish to the Village of Melrose Park from its connection to the City of Chicago's mains at the city limits, at N. Harlem Avenue and W. Wabansia Avenue and transported to and through the water works system

of the Village of Melrose Park to a point of connection to the water main of the Village of Melrose Park at 23rd Avenue and Main Street, a supply of water for resale to the Hillside-Berkeley Water Commission, as follows:

| | *Not to Exceed in Gallons Per Day* | |
|---|---|---|
| *Year* | *Annual Average* | *Maximum Day* |
| 1969 | 2,100,000 | 4,200,000 |
| 1970 | 2,200,000 | 4,400,000 |
| 1971 | 2,300,000 | 4,600,000 |
| 1972 | 2,400,000 | 4,800,000 |
| 1973 | 2,500,000 | 5,000,000 |
| 1974 | 2,600,000 | 5,200,000 |
| 1975 | 2,700,000 | 5,400,000 |
| 1976 | 2,750,000 | 5,500,000 |
| 1977 | 2,800,000 | 5,600,000 |
| 1978 | 2,850,000 | 5,700,000 |

Said supply of water to be in addition to the total amount of water to be furnished the Village of Melrose Park, under the terms of the water supply contract No............ dated ..........., between the City of Chicago and the Village of Melrose Park and to the total amount of water to be furnished the Village of Melrose Park for resale to the Village of Maywood as provided in the Amended Contract No............ dated .................... 19.... between the City of Chicago and the Village of Melrose Park.

(2) The Village of Melrose Park shall pay to the City of Chicago all charges for water furnished to supply consumers within the corporate limits of the Hillside-Berkeley Water Commission, when due, at the same rate fixed from time to time by ordinance for water furnished through meters in like large quantities to consumers within the corporate limits of the City of Chicago.

(3) The Village of Melrose Park shall pay to the City of Chicago all charges for water furnished hereunder to supply consumers located outside the corporate limits of the Hillside-Berkeley Water Commission, when due, at the rate of fifty percent (50%) higher than the metered rate per thousand cubic feet of water fixed by the ordinance of the City of Chicago, now in force and effect, or which may hereafter be amended for water furnished through meters in like large quantities to consumers within the corporate limits of the City of Chicago.

(4) The Village of Melrose Park shall be entitled to the same discount or benefit allowed to metered consumers of the City of Chicago, as provided by the ordinances of the City of Chicago, now in force and effect, if the Village of Melrose Park pays its water bills within the time prescribed by ordinance.

(5) This amended contract shall be in force and continue in effect for a period ending.................., the expiry date of the water supply contract between the City of Chicago and the Village of Melrose Park entered into on...................................

(6) The Village of Melrose Park will enter into an agreement in writing with the Hillside-Berkeley Water Commission, six copies of which are to be submitted to the Commissioner of Water and Sewers of the City of Chicago, under and by which said Hillside-Berkeley Water Commission will agree to draw water at a substantial uniform rate of flow throughout twenty-four (24) hours of each day of the year; also will agree to comply with any and all such sanitary regulations of the City of Chicago and the present and future rules, regulations and instructions of the Department of Water and Sewers of the City of Chicago applicable to cross-connections and dual water supplies as are in force in the City of Chicago water system, and under and by which said Hillside-Berkeley Water Commission will agree that the duly authorized engineers and inspectors of the City of Chicago, in collaboration with representatives of the Hillside-Berkeley Water Commission and the Village of Melrose Park shall be allowed to make inspections of the piping of the water works installations of said Hillside-Berkeley Water Commission and of all plants and buildings of water consumers and to make such changes in said piping and to eliminate such cross-connections or other connections as in the judgment of the Commissioner of Water and Sewers are necessary, and further provided that failure, neglect or refusal on the part of said Hillside-Berkeley Water Commission to make promptly and properly such changes in its piping or to eliminate undesirable connections upon notice in writing so to do received from said Commissioner of Water and Sewers shall furnish sufficient grounds for the termination of the water supply provided for therein, and for the discontinuance of the service until such changes and corrections to said piping or connections required by the City of Chicago are made by the Hillside-Berkeley Water Commission. There shall also be incorporated in said agreement between said Village of Melrose Park and said Hillside-Berkeley Water Commission a provision that the same shall not be assigned or transferred by said Hillside-Berkeley Water Commission, or either of them, and the said agreement shall further provide that the said Hillside-Berkeley Water Commission, or either of them, will not sell or give away any portion of the water supply to any other municipality, or any consumer of water located or residing outside the territorial limits of the Hillside-Berkeley Water Commission, without first securing the consent in writing of the Village of Melrose Park and the City Council of the City of Chicago so to do and the agreement shall provide that all plans and specifications of proposed waterworks improvements of the Hillside-Berkeley Water Commission must be approved by the Commissioner of Water and Sewers of the City of Chicago and shall contain a further provision that any and all rights of the Hillside-Berkeley Water Commission thereunder shall be subject to the terms and conditions of the water supply contract No................ between the City of Chicago and the Village of Melrose Park dated the ...................... and this amended contract.

(7) No officer, official or agent of the City of Chicago has power to amend, modify, or alter this amended agreement or waive any of its conditions or to bind the City of Chicago by making any promise or representation not contained herein.

(8) This agreement is subject to cancellation by the City of Chicago in the event the Supreme Court of the United States of America or any other court of competent jurisdiction decrees that the City of Chicago has no right to contract for, sell, disperse, distribute or limit the amount of water the City of Chicago may use for domestic pumpage or otherwise places a burden on the City of Chicago, in connection with the withdrawal of water from Lake Michigan or otherwise dispose of water from Lake Michigan to any municipality or user residing outside the limits of the City of Chicago.

(9) That the aforesaid agreement made by and between said City of Chicago and said Village of Melrose Park bearing date of................................ shall remain in full force and effect except as amended by this amended agreement.

(10) The authority of the officials of the City of Chicago to execute this amended agreement is

evidenced by the authority of the City Council of the City of Chicago given on the .................... day of .........................A.D. 19...., and published in the Journal of the Proceedings of the City Council for that date on pages ............... thereof.

(11) The authority of the officials of the Village of Melrose Park to execute this amended agreement is evidenced by the resolution passed by the President and Board of Trustees of the Village of Melrose Park at a regular meeting of said President and Board of Trustees duly held on the ............... day of ........................... A. D. 19.....

(12) In Witness Whereof, The City of Chicago has caused this amended agreement to be signed in quintuplicate originals (each signed copy constituting an original) by its Commissioner of Water and Sewers, countersigned by its Comptroller, approved by its Mayor, and its Corporate Seal to be hereto affixed and duly attested by its Clerk; and the Village of Melrose Park has caused the same to be signed in quintuplicate originals (each signed copy constituting an original) by its President of the Board of Trustees and its Corporate Seal to be hereto affixed, duly attested by its Clerk on the day and year first above written.

[Signature forms omitted]

SECTION 2. This ordinance shall be effective from and after the date of its passage.

## Amendment to Water Supply Contract Authorized between City and Village of Melrose Park to Permit Resale of Water to Village of Maywood.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, to authorize the resale of City Water by the Village of Melrose Park, Illinois to the Village of Maywood, Illinois.

On motion of Alderman Keane the said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—46.

*Nays*—None.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Water and Sewers is hereby authorized and directed to execute on behalf of the City of Chicago, and the City Clerk to attest, upon approval of the Corporation Counsel as to form and legality, an Amendment to contract between the City of Chicago and the Village of Melrose Park for the furnishing by the Village of Melrose Park of water supply to the Village of Maywood.

Said amendment to contract to be substantially in form as follows:

### AMENDMENT TO WATER SUPPLY CONTRACT BETWEEN THE CITY OF CHICAGO AND THE VILLAGE OF MELROSE PARK

This Agreement made and entered into this ....................... day of ....................... A.D. 19...., and executed in quintuplicate originals (each executed copy constituting an original) by and between the City of Chicago, a Municipal Corporation and the Village of Melrose Park, a Municipal Corporation, both of the State of Illinois.

Whereas, said City of Chicago and Village of Melrose Park entered into an agreement for a period of ten years on the ....................... day of ........ ................ A.D. 19...., for the furnishing from the City of Chicago mains at the city limits, existing connection at N. Harlem Avenue and W. Wabansia Avenue, a supply of water for consumers of the Village of Melrose Park, Leyden Township, City of Northlake and the Village of Stone Park; and

Whereas, the Village of Maywood has been furnished with City of Chicago water from the connection to the City's water mains at the city limits, N. Harlem Avenue and W. Wabansia Avenue and transported to and through the 30-inch main of the Village of Melrose Park to 9th Avenue and Iowa Street, under the terms of a water supply contract No. 16899, dated December 14th, 1953 between the City of Chicago, the Village of Maywood and the Village of Melrose Park, said contract having expired July 15th, 1962; and

Whereas, the Village of Maywood has by its corporate authorities made application to the corporate authorities of the City of Chicago for a quantity of water from its existing connection to the main of the Village of Melrose Park, to supply consumers of the Village of Maywood, a municipal corporation located within The Metropolitan Sanitary District of Greater Chicago; and

Whereas, the City of Chicago is willing to permit the Village of Melrose Park to furnish the Village of Maywood with a supply of water.

Now, Therefore, in consideration of the mutual covenants and agreements hereinafter contained, the parties agree with each other as follows:

(1) That said City of Chicago may furnish to the Village of Melrose Park from its connection to the City's water mains at the city limits, N. Harlem Avenue and W. Wabansia Avenue and transported to and through the 30-inch water main of the Village of Melrose Park to a point of connection to the water main of the Village of Melrose Park at 9th Avenue and Iowa Street, a supply of water for resale to the Village of Maywood, as follows:

For consumers within the corporate limits of the Village of Maywood and two consumers located outside the corporate limits of the Village of Maywood now supplied with water, namely, Proviso East High School, east of First Avenue between Madison Street and Warren Avenue and Forest Preserve District of Cook County, east of First Avenue and south of Roosevelt Road.

| | *Not to Exceed in Gallons Per Day* | |
|---|---|---|
| *Year* | *Annual Average* | *Maximum Day* |
| 1969 | 3,100,000 | 6,200,000 |
| 1970 | 3,600,000 | 7,200,000 |
| 1971 | 3,650,000 | 7,300,000 |
| 1972 | 3,680,000 | 7,360,000 |
| 1973 | 3,700,000 | 7,400,000 |
| 1974 | 3,720,000 | 7,440,000 |
| 1975 | 3,740,000 | 7,480,000 |

| | *Not to Exceed in Gallons Per Day* | |
|---|---|---|
| *Year* | *Annual Average* | *Maximum Day* |
| 1976 | 3,750,000 | 7,500,000 |
| 1977 | 3,750,000 | 7,500,000 |
| 1978 | 3,760,000 | 7,520,000 |

Said supply of water to be in addition to the total amount of water to be furnished the Village of Melrose Park, under the terms and conditions of the water supply contract No. .................... between the City of Chicago and the Village of Melrose Park, dated the ........................ day of ........................ A.D. 19.....

*Rates and Discounts*

(2) The Village of Melrose Park shall pay to the City of Chicago all charges for water furnished hereunder to supply consumers within the corporate limits of the Village of Maywood, when due, at the same rate fixed from time to time by ordinance for water furnished through meters in like large quantities to consumers within the corporate limits of the City of Chicago.

(3) The Village of Melrose Park shall pay to the City of Chicago all charges for water furnished hereunder to supply consumers located outside the corporate limits of the Village of Maywood, when due, at the rate of fifty percent (50%) higher than the metered rate per thousand cubic feet of water fixed by the ordinance of the City of Chicago, now in force and effect, or which may hereafter be amended for water furnished through meters in like large quantities to consumers within the corporate limits of the City of Chicago.

(4) The Village of Melrose Park shall be entitled to the same discount allowed to metered consumers of the City of Chicago, as provided by the ordinance of the City of Chicago, now in force and effect, if the Village of Melrose Park pays its water bills within the time prescribed by ordinance.

(5) This amended contract shall be in force and continue in effect for a period ending ................... the expiry date of the water supply contract between the City of Chicago and the Village of Melrose Park entered into on ........................

(6) The Village of Melrose Park will enter into an agreement in writing with the Village of Maywood, six copies of which are to be submitted to the Commissioner of Water and Sewers of the City of Chicago for approval under and by which said Village of Maywood will agree to draw water at a substantial uniform rate of flow throughout twenty-four (24) hours of each day of the year; also will agree to comply with any and all such sanitary regulations of the City of Chicago and the present and future rules, regulations and instructions of the Department of Water and Sewers of the City of Chicago applicable to cross-connections and dual water supplies as are in force in the City of Chicago water system, and under by which said Village of Maywood will agree that the duly authorized engineers and inspectors of the City of Chicago, in collaboration with representatives of the Village of Maywood and the Village of Melrose Park shall be allowed to make inspections of the piping of the water works installations of said Village of Maywood and of all plants and buildings of water consumers and to make such changes in said piping and to eliminate such cross-connections or other connections as in the judgment of the Commissioner of Water and Sewers are necessary, and further provided that failure, neglect or refusal on the part of said Village of Maywood to make promptly and properly such changes in its piping or to eliminate undesirable connections upon notice in writing so to do received from said Commissioner of Water and Sewers shall furnish sufficient grounds for the termination of the water supply provided for therein and for the discontinuance of the service until such changes and corrections to said piping or connections required by the City of Chicago are made by the Village of Maywood. There shall also be incorporated in said agreement between said Village of Melrose Park and said Village of Maywood a provision that the same shall not be assigned or transferred by said Village of Maywood, or either of them, and the said agreement shall further provide that the said Village of Maywood, or either of them, will not sell or give away any portion of the water supply to any other municipality, or any consumer of water located or residing outside the territorial limits of the Village of Maywood, without first securing the consent in writing of the Village of Melrose Park and City Council of the City of Chicago so to do and the agreement shall provide that all plans and specifications of proposed water works improvements of the Village of Maywood must be approved by the Commissioner of Water and Sewers of the City of Chicago, and shall contain a further provision that any and all rights of the Village of Maywood thereunder shall be subject to the terms and conditions of the water supply contract No. ........................ between the City of Chicago and the Village of Melrose Park dated the ...................... day of ........................ 19.... and this amended contract.

(7) In furtherance and not in limitation of this contract, it is mutually agreed that all rights of the City of Chicago, the Village of Maywood and the Village of Melrose Park under the Water Supply Contract No. 16899 dated December 14, 1953 between the City of Chicago, the Village of Maywood and the Village of Melrose Park which expired July 16, 1962 and all rights of either party arising from the delivery of water prior to the date of the execution of this agreement are extinguished, except for the express reservation of the right of the City of Chicago to obtain payment for, or to enforce collection of any unpaid water charges accruing prior to the date of execution of this agreement.

(8) No officer, official or agent of the City of Chicago has the power to amend, modify, or alter this amended agreement or waive any of its conditions or to bind the City of Chicago by making any promise or representation not contained herein.

(9) This agreement is subject to cancellation by the City of Chicago in the event the Supreme Court of the United States or any other court of competent jurisdiction decrees that the City of Chicago has no right to contract for, sell, disperse, distribute or limit the amount of water the City of Chicago may use for domestic pumpage or otherwise places a burden on the City of Chicago, in connection with the withdrawal of water from Lake Michigan or otherwise dispose of water from Lake Michigan to any municipality or user residing outside the limits of the City of Chicago.

(10) That the aforesaid agreement made by and between said City of Chicago and said Village of Melrose Park bearing date of ........................ shall remain in full force and effect except as amended by this amended agreement.

(11) The authority to the officials of the City of Chicago to execute this amended agreement is

evidenced by the authority of the City Council of the City of Chicago given on the .................... day of ............................ A.D. 19...., and published in the Journal of the Proceedings of the City Council for that date on pages ................................ thereof.

(12) The authority of the officials of the Village of Melrose Park to execute this amended agreement is evidenced by the resolution passed by the President and Board of Trustees of the Village of Melrose Park at a regular meeting of said President and Board of Trustees duly held on the ................... day of ........................ A.D. 19.....

(13) In Witness Whereof, The City of Chicago has caused this amended agreement to be signed in quintuplicate originals (each signed copy constituting an original) by its Commissoner of Water and Sewers, countersigned by its Comptroller, approved by its Mayor, and its Corporate Seal to be hereto affixed and duly attested by its Clerk; and the Village of Melrose Park has caused the same to be signed in quintuplicate originals (each signed copy constituting an original) by its President of the Board of Trustees and its Corporate Seal to be hereto affixed, duly attested by its Clerk on the day and year first above written.

[Signature forms omitted]

SECTION 2. This ordinance shall be effective from and after the date of its passage.

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## Authority Granted for Payments of Miscellaneous Refunds, Compensation for Property Damage, Etc.

The Committee on Finance submitted a report recommending that the City Council pass a proposed order transmitted therewith, to authorize payment of miscellaneous claims.

**On motion of Alderman Keane the said proposed order was *Passed*, by yeas and nays as follows:**

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—46.

*Nays*—None.

The following is said order as passed:

*Ordered,* That the City Comptroller is authorized and directed to pay to the following-named person the amount set opposite his name, same to be in full settlement for damage to vehicle on the date and at the location indicated, and to charge same to Account No. 100.9112.934 (Streets and Sanitation—Bureau of Electricity):

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| John Bakalis, 3520 W. Leland Av. | 11-4-69—3520 W. Leland Av. | $ 64.79; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named persons the respective amounts set opposite their names, same to be in full settlement of their claims for damage to vehicles on the dates and at the locations named, and to charge same to Account No. 100.9112.934 (Police):

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Roy Wilson, 6802 S. Prairie Av. | 8-9-69—6802 S. Prairie Av. | $100.00 |
| William J. Johnson, 8140 S. Morgan St. | 8-29-69—W. 80th and S. Morgan Sts. | 75.00 |
| Henry Stadrowski, 949 N. Western Av. | 8-26-69—N. Damen and W. Webster Aves. | 150.00; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named persons the respective amounts set opposite their names, same to be in full settlement for damage to vehicles and/or property on the dates and at the locations indicated, and to charge same to Account No. 100.9112.934 (Streets and Sanitation):

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Preferred Risk Mutual Ins. Co., 446 N. York Road, Elmhurst, Ill. 60127 | 4-23-68—S. Western Av. at W. 65th St. | $151.99 |
| R. J. Topel, 818 W. 54th St. | 1-20-69—W. Garfield Blvd. between S. Western and S. Damen Aves. | 60.00 |
| American Oil Co., 20 N. Wacker Drive | 7-11-69—4850 S. Cicero Av. | 93.95 |
| Michael J. Gleason, 12511 Winchester Av., Calumet Park, Ill. 60643 | 9-17-68—W. 111th St. and S. California Av. | 40.18 |
| John T. Vallis, 1908 N. Drake Av. | 8-19-69—1914 N. Drake Av. | 10.00 |
| Joseph Faculak, 2887 W. 85th St. | 7-21-69—2887 W. 85th Pl. | 6.91; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named persons the respective amounts set opposite their names, same to be in full settlement for various license refunds as indicated, and to charge same to Account No. 100.9112.934 (City Collector):

| *Name and Address* | *License or Receipt No.* | *Amount* |
|---|---|---|
| Charley Miyoshi, 831 W. Waveland Av. | Liquor 1747 | $165.32 Pro-rated |
| Marcie Inc. c/o Jean Fleichman, 6906 N. Lorel Av., Skokie, Ill. | Liquor 6511 | 165.32 Pro-rated |
| Marcie Inc. c/o Jean Fleichman, 6906 N. Lorel Av., Skokie, Ill. | Liquor—Special Permit No. 597 | 145.74 Pro-rated |
| Marcie Inc. c/o Jean Fleichman, 6906 N. Lorel Av., Skokie, Ill. | Tobacco 694 | 34.42 Pro-rated |

| *Name and Address* | *License or Receipt No.* | *Amount* |
|---|---|---|
| Hap and Leo Inc., c/o Gabriel Benigni, 2924 W. Jerome Av. | Liquor 6667 | $426.20 Pro-rated |
| Jean Travis, 1937 W. Dickens St. | Liquor 640 | 465.00 |
| Delores Collins, 228 E. 71st St. | Day Care Center H-20774 | 55.00; |

and

*Be It Further Ordered,* That the Commissioner of Water and Sewers is authorized and directed to pay to the following-named person the amount set opposite her name, same to be in full settlement for personal injuries on the date and location indicated, and to charge same to Account No. 200.9112.935 (Water and Sewers):

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Carole Bryda 2031 W. Dickens Av. | 8-12-69—Central Filtration Plant | $25.00; |

and

*Be It Further Ordered,* That the City Collector is authorized and directed to pay to the following-named persons the respective amounts set opposite their names, same to be in full settlement for vehicle license refunds as indicated, and to charge same to Account No. 300.9112.990 (City Collector):

| *Name and Address* | *License No.* | *Amount* |
|---|---|---|
| Elefterios Stefantos, 860 N. Lake Shore Dr. | TB-21 1969 | $ 10.00 |
| Marion Phillips, 7944 S. Chappel Av. | X-139812 | 15.00 |
| Patricia R. De-Cleene, 1949 N. Lincoln Av. | U-791417 | 7.50 Pro-rated |
| Zora Carich, 2822 N. Ashland Av. | X-400322 | 15.00. |

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### *Action Deferred*—ON PROPOSED ANNUAL APPROPRIATION ORDINANCE AND BUDGET DOCUMENT WITH RECOMMENDED AMENDMENTS THERETO BY COMMITTEE ON FINANCE.

The Committee on Finance submitted the following report, which was, at the request of two aldermen present (Alderman Keane and Alderman Wigoda) *Deferred* and ordered published:

CHICAGO, December 9, 1969.

***To the President and Members of the City Council:***

Your Committee on Finance, to which had been referred (on November 14, 1969) the executive Budget for the Year 1970, having had said document under advisement and having held public hearing relative thereto, begs leave to report and return said Executive Budget, also known as the Budget Document, to the City Council together with recommended amendments thereto by the Committee on Finance, for consideration, amendment and passage as the Annual Appropriation Ordinance for the Year 1970.

[Proposed ordinance and recommended amendments thereto by the Committee on Finance are printed in Committee Pamphlet No. 18].

The Budget Document for the Year 1970, together with recommended amendments by the Committee on Finance, accompanying and made part of the Annual Appropriation Ordinance for the Year 1970, was published in connection with said Committee Pamphlet No. 18 and will be furnished to each member of the City Council.

This recommendation was concurred in by 32 members of the committee, with 5 dissenting vote.

Respectfully submitted,

(Signed) THOMAS E. KEANE,
*Chairman.*

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### *Action Deferred*—ON PROPOSED ORDINANCE FOR ESTABLISHMENT OF NEW DEPARTMENT OF CITY GOVERNMENT TO BE KNOWN AS DEPARTMENT OF ENVIRONMENTAL CONTROL.

The Committee on Finance submitted the following report, which was, at the request of two aldermen present (Alderman Keane and Alderman Wigoda) *Deferred* and ordered published:

CHICAGO, December 9, 1969.

***To the President and Members of the City Council:***

Your Committee on Finance, to which was referred a communication dated December 2, 1969 from the Office of the Mayor transmitting an ordinance authorizing the establishment of a new Department of City Government to be known as Department of Environmental Control. This Department will have jurisdiction over and be responsible for all matters relating to air pollution, water pollution and noise abatement having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by 35 members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS E. KEANE,
*Chairman.*

The proposed ordinance transmitted with the foregoing committee report reads as follows:

Be It Ordained by the City Council of the City of Chicago:

*Section 1.* That Chapter 17 of the Municipal Code of Chicago entitled Air Pollution Control is hereby repealed in its entirety and there is hereby enacted a new Chapter 17 which shall read as follows:

### Chapter 17

### DEPARTMENT OF ENVIRONMENTAL CONTROL.

17.1 This Chapter shall be known, cited and referred to as "The Chicago Environmental Control Ordinance".

### Article I

### ORGANIZATION

17-1.1 There is hereby established a department which shall be known as the department of environmental control. The department shall embrace a commissioner of environmental control, a deputy commissioner of environmental control, and such other officers and employees as the city council may provide by annual appropriation ordinance.

17-1.2 All officers and employees of the department shall be under the direction and supervision of the commissioner and shall perform such duties as may be required of them by the commissioner or by the provisions of this chapter.

17-1.3 There is hereby created the office of commissioner of environmental control. He shall be appointed by the mayor, by and with the advice and consent of the city council.

17-1.4 The commissioner shall be qualified by education, training or experience to cooperate with scientific and civic organizations interested in environmental control. During his term of office, he shall not engage in any other business or occupation.

17-1.5 There is hereby created the office of deputy commissioner of environmental control. He shall be appointed by the commissioner, according to law, and he shall have authority, under and subject to the order, direction and control of the commissioner to act for the commissioner, and shall perform such duties as may be required of him by the commissioner. He shall act as commissioner of environmental control in the absence of the commissioner from his office and while so acting shall discharge all the duties and possess all the powers imposed upon or vested in the commisioner. He shall, under the direction of the commissioner, have general control of all matters and things pertaining to the work of the department. He shall during his term of office not engage in any other business or occupation.

17-1.6 The deputy commissioner of environmental control shall be a professional engineer qualified by technical training in the fields of sanitary, combustion, civil, mechanical or chemical engineering and shall have at least ten years' experience in these fields.

17-1.7 The commissioner shall also appoint, subject to the regulations of the civil service commission of the city of Chicago, an assistant chief clerk and such clerical and stenographic assistants, and inspectors and engineers, and other employees as needed, as the city council may provide.

17-1.8 Engineers shall be qualified by technical training in the fields of combustion, sanitary, civil, mechanical or chemical engineering.

17-1.9 Inspectors shall be qualified by technical training or experience in the theory and practice of environmental control.

17-1.10 No person employed in the department shall be directly or indirectly interested in the manufacturing, ownership, agency, or sale of fuel, steam boilers, or fuel-burning, combustion or process equipment or devices, or smoke abatement or air pollution control equipment, water pollution control or noise abatement equipment, or the apparatus or devices connected therewith or any extensions thereunto.

17-1.11 The duties of the commissioner shall be:

(1) To supervise the execution of all laws, ordinances, rules and regulations pertaining to environmental control as provided in this chapter;

(2) To institute necessary proceedings to prosecute violations of this chapter and to compel the prevention and abatement of the issuance of smoke or gases, solids or liquids or other matter causing air and water pollution, and nuisances arising therefrom and abatement of noises.

(3) To examine and approve the plans of fuel-burning, combustion or process equipment or devices, furnaces, and smoke prevention and air and water pollution and noise abatement control devices installed, constructed, reconstructed, repaired, or added to in any building, location, or on any premises within the city of Chicago as herein provided to assure that they are in accordance with the requirements of this chapter;

(4) To make inspections of newly installed, constructed, reconstructed, repaired or altered fuel-burning, combustion or process equipment or devices, furnaces, and smoke prevention, air pollution and water pollution control devices, and noise abatement control devices, and to make annual or periodic inspections to determine whether compliance is being had with the provisions of this chapter;

(5) To investigate complaints of violations of this chapter and to make inspections and observations of environmental conditions;

(6) To encourage and conduct studies, investigations and research relating to the physical, chemical, engineering and meteorological aspects of environmental control, as he may deem advisable and necessary;

(7) To develop plans and proposals for joint cooperative investigation and research with public and private agencies and organizations on methods for eliminating or reducing air and water pollution, and for noise abatement;

(8) To enlist voluntary cooperation by the public, municipalities, counties, communities, and civic, technical, scientific and educational societies;

(9) To advise, consult and cooperate with other agencies of the state and federal governments in the furtherance of the purposes of this chapter;

(10) To collect, publish and disseminate appropriate educational literature and other information to the public for the purpose of advising of the necessity, purpose and methods for air and water pollution prevention and securing cooperation in the reduction of emission of smoke, water pollution and for noise abatement;

(11) To make all needful rules and regulations, with the advice and consent of the advisory committee, necessary or proper to accomplish the purposes of this chapter, and to promulgate and publish, with the advice and consent of the advisory committee a code of recommended practices under which this chapter is to be administered, providing with clarity and in detail the necessary information by which the public is to be guided, as may be deemed necessary or advisable, not inconsistent with the provisions of this chapter, with respect to any requirement of such chapter; and, with the advice and consent of the advisory committee to establish standards of quality and to regulate the application of materials and combination of materials not inconsistent with the provisions of this chapter; and to determine, with the advice and consent of the advisory committee, a specified volume ratio, or other suitable index, of various pieces, types or classes of equipment in each industry in accordance with normal good practice within such industry; and with the advice and consent of the advisory committee, to establish standards of limitation on the emission or escape into the atmosphere or water of any acids, fumes, oxides, gases, vapors, odors, dusts, radio-active substances, waste or other solid, liquid or gaseous matter which in specified concentrations in the atmosphere or water may be or become noxious, obnoxious, or toxic. He shall not enact any rule,

regulation or standard until he first holds a public hearing thereon, at which time all interested persons may appear. He shall give not less than ten days notice of the time and place of such hearing by publication in a newspaper of general circulation published within the city, and he shall recommend to the city council in writing any standards on the basis of which the basic limitation of emissions of pollutants or other matter may be determined or adjusted for any industry. If and when the city council, by ordinance, approves such recommended rules, regulations or standards, they may take effect and be incorporated by reference into this chapter; provided, however, the commissioner shall have the power to make reasonable administrative and procedural regulations or rules interpreting or clarifying the requirements which are definitely prescribed in this chapter, without notice or hearing.

The department shall publish in a convenient form, and as a unit, the provisions of this chapter, the code of recommended practices and rules, regulations, and standards which have been adopted. A copy of the same shall be kept always on file in the offices of the department and the city clerk and the municipal reference library;

(12) To prepare and maintain records of all orders issued by the department and the appeal board;

(13) To issue all permits, certificates, notices, or other matters, required under the provisions of this chapter; and to notify all persons concerned of any decision he may render and to provide such persons with an opportunity to be heard as herein set forth;

(14) To investigate and make recommendations from time to time to the city council with respect to needed additions or revisions of this chapter or any other ordinance pertaining to enviromental control;

(15) To do any and all other acts which may be necessary for the successful prosecution of the purposes of this chapter, and such other acts as may be specifically enumerated herein as his duties.

17-1.12 The city shall provide such instruments, books, papers and equipment as shall be necessary for the proper performance of the duties of the department, which shall be the property of the city, and which shall be delivered by the commissioner to his successor in office.

17-1.13 There is hereby established an advisory committee to consult with, assist and advise the Commissioner of the Department of Environmental Control on all matters relating to the jurisdiction and responsibility of this department. The advisory committee shall consist of seven members—one member shall be the Commissioner of the Department of Environmental Control—one member shall be the Commissioner of the Department of Water and Sewers—one member shall be the Commissioner of the Department of Health—one member shall be the Commissioner of the Department of Buildings and three members shall be appointed by the Mayor from the community at large. All shall be residents of the City of Chicago.

The Committee shall:

(1) Aid and advise the commissioner with respect to obtaining the active support and cooperation of industry, commercial enterprises, municipal and governmental agencies and other organizations interested in or affected by the provisions of this chapter;

(2) Advise and consult with the commissioner with respect to amendments to this chapter considered appropriate by reason of research conducted in accordance with section 17-1.14 hereof, or otherwise;

(3) Advise and consult with the commissioner with respect to the membership of the advisory committee;

(4) Attend meetings called by the chairman from time to time;

(5) Institute, support and encourage such programs for research and education in the field, of environmental control and raise and administer funds contributed therefor; and

(6) With the commissioner, appoint appropriate sub-committees to carry out research programs as provided in section 17-1.14 hereof.

17-1.14 The policy of the city of Chicago is hereby declared to be that concerted effort shall henceforth be made by the commissioner and the committee, working in conjunction with representatives of all affected groups and industries, constantly to maintain and improve accepted environmental control practices.

To effectuate the foregoing policy, the commissioner and the committee shall appoint sub-committees representative of affected groups of industries in the city to conduct continuing programs of research on all phases of environmental control, including but not limited to, the following:

(1) Emissions from metallurgical processes;
(2) Emissions from by-product coke plants;
(3) Emissions from locomotives and steamships;
(4) Wind-borne dust and particulate matter;
(5) Exhaust emissions from motor vehicles;
(6) Design and operation of and emissions from incinerators;
(7) Emissions of noxious gases, fumes and odors;
(8) Emissions of substances which reduce the purity of water;
(9) Emissions of noise.

Such sub-committees shall make annual reports of their findings and recommendations to the commissioner and the committee.

## Article II

### AIR POLLUTION CONTROL

17-2.1 For the purpose of this Article, whenever any of the following words, terms or definitions are used herein, they shall have the meaning ascribed to them in this section:

*Advisory Board:* The technical advisory board established pursuant to section 17-2.54.

*Air Furnace:* A horizontal furnace, externally fired with a natural draught stack, which is used to melt or treat ferrous materials for production of castings.

*Air Jets:* Any apparatus operated by steam or compressed air or a mechanically-driven blower for the purpose of causing high velocity air to be introduced into a furnace and to cause a more complete mixture of oxygen with the gases of combustion above the fuel bed.

*Appeal Board:* The appeal board established pursuant to section 17-2.55.

*Ashes:* Shall include cinders, fly ash or any other solid material resulting from combustion, and may include unburned combustibles.

*ASME:* The American Society of Mechanical Engineers.

*ASTM:* The American Society for Testing Materials.

*Atmosphere:* See definition of "Open Air".

*Atmospheric Pollution:* The discharging from stacks, chimneys, exhausts, vents, ducts, openings, buildings, structures, premises, open fires, portable boilers, vehicles, processes, or any other source, of any smoke, soot, fly ash, dust, cinders, dirt, noxious or obnoxious acids, fumes, oxides, gases, vapors, odors, toxic or radioactive substances, waste, particulate, solid, liquid or gaseous matter, or any other materials in such place, manner or concentration as to cause injury, detriment, nuisance, or annoyance to the public, or to endanger the health, comfort, repose, safety or welfare of the public, or in such a manner as to cause or have a natural tendency to cause injury or damage to business or property.

*Authorized Representative:* Any individual, firm or corporation designated by a "person", as defined in this section, who shall be given authority to act for such "person" in all matters pertaining to the department of environmental control. Such authorization must be transmitted to such department in writing.

*Automobile and/or Truck Sales Lot:* Any land area used or intended to be used for the display or sale of passenger automobiles or commercial vehicles.

*Baffling:* Any row, rows, plane, planes of refractory or other material that causes the gases in a steam boiler or other vessel, duct or device to assume a definite and predetermined path of travel before reaching the chimney or smoke stack.

*Bessemer Converters and Pneumatic Steel Making Processes:* Processes by which steel is made directly from molten iron or scrap metal by forcing gases through or over the molten metal to oxidize and carry off the carbon and other impurities in the metal.

*Blast Furnace and Auxiliary Equipment:* The furnace and equipment used in connection with the smelting process of reducing metallic ores to molten metal in order to remove, primarily, the oxygen from the ore and producing gas as a by-product. The furnace and equipment consists of, but is not limited to, the furnace proper, charging equipment, stoves, bleeders, gas dust catcher, gas cleaning devices and other auxiliaries pertinent to the process.

*Board:* Technical advisory board or appeal board of environmental control, depending on the context, as hereinafter provided.

*Breeching:* Any conduit for the transport of products of combustion or processes to the atmosphere or to any intermediate device before being discharged into the atmosphere. It does not include the chimney or stack.

*Bridgewall:* Any wall at the rear of the grate or stoker that acts as a deflector or radiant heat reflector for the furnace gases and as a stop to the fuel bed or a rear wall of the ash pit.

*Building Fires:* The term, "a new fire being built," shall be held to mean the period during which a fresh fire is being started and does not mean the process of replenishing an existing fuel bed with aditional fuel.

*Boiler Burning Fuel in Suspension:* A "boiler burning fuel in suspension" is any fuel-burning device in which fuel is conditioned or pulverized previous to admitting the fuel into the furnace for combustion. The combustion process is completed with the fuel in suspension.

*By-Product Coke Plant:* A plant used in connection with the distillation process to produce coke in which the volatile matter in coal is expelled, collected, and recovered. Such plant consists of, but is not limited to, coal and coke handling equipment, by-product chemical plant and other equipment associated with and attendant to the coking chambers or ovens making up a single battery operated and controlled as a unit.

*Chimney or Stack:* Any conduit, duct, vent, flue, or opening of any kind whatsoever arranged to conduct any products of combustion to the atmosphere. It does not include breeching as defined herein.

*Cinders:* Particles not ordinarily considered as fly ash or dust because of their greater size, consisting essentially of fused ash and unburned matter.

*Cleaning Fires:* The act of removing ashes from the fuel bed or furnace.

*Combustible Refuse:* Any combustible waste material containing carbon in a free or combined state other than liquids or gases.

*Combustion Equipment or Device:* See "Fuel-burning, combustion or process equipment or device".

*Commissioner:* Commissioner of environmental control of the city of Chicago.

*Committee:* The environmental control advisory committee established pursuant to section 17-1.13.

*Condensed Fumes:* Fumes which have cooled and returned to a liquid or solid.

*Construction:* The installation or erection of any fuel-burning combustion or process equipment or device.

*Cupola:* A vertical furnace in which alternate layers of basic material and coke are charged to produce molten ferrous and non-ferrous metal for the production of castings. Auxiliary equipment consists of, but is not limited to, blowers, charging mechanism, collection equipment, heat exchangers and slagging equipment.

*Damper, Automatic or Manual:* Any device for regulating the volumetric flow of gas or air.

*Department:* Department of environmental control of the city of Chicago.

*Domestic Heating Plant:* A plant generating heat for a single family residence, or for two residences either in duplex or double house form, or for multiple-dwelling units in which such plant serves fewer than three apartments. Under this designation are also hot water heaters, stoves, and space heaters used in connection with the foregoing establishments, or to heat shacks and other temporary buildings, such as used by the railroad and construction industries; provided, however, that like equipment used in multiple-dwelling units other than herein described, or used in permanent buildings of commercial or industrial establishments are not to be construed to be included under this designation.

*Domestic Refuse-Burning Equipment:* Any refuse-burning equipment or incinerator used for a single family residence, or for two residences either in duplex or double house form, or for multiple-dwelling units in which such equipment or incinerator serves fewer than three apartments.

*Down-Draft Furnace:* In this furnace there are two separate grates, one above the other; the top grate is water tubes, the bottom grate consists of common grate bars and is fed by half consumed fuel falling from the upper grate. The air for combustion enters the upper fire door and passes through the bed of green fuel on the upper grate and then over the incandescent fuel on the lower grate.

*Dryer:* A device for drying by heat, forced ventilation or both; an apparatus such as a furnace, oven, or revolving kiln for expelling moisture or volatiles by evaporation or volatization.

*Dust:* Particulate matter released into the air by natural forces, or by any fuel burning, combustion or process equipment or device, or by construction work, or by mechanical or industrial processes, such as crushing, grinding, milling, drilling, demolishing, shoveling, bagging, sweeping, covering, conveying, transferring, transporting, and the like.

*Dust-Separating Equipment:* Any device for separating dust from the air or gas medium in which it is carried.

*Electric Furnace:* A furnace in which the melting and refining of metals is accomplished by means of electrical energy.

*Extension Furnace (Dutch Oven):* Any masonry structure or combination of masonry and metal built on the front of a boiler or other combustion device for the purpose of obtaining additional furnace volume.

*Fire Tubes:* Those tubes surrounded by a cooling medium through which the hot gases of combustion pass.

*Fly Ash:* Particulate matter capable of being gas-borne or air-borne and consisting essentially of fused ash and burned or unburned material.

*Foundries—Ferrous and Non-Ferrous:* The processes, devices, and equipment used for the purpose of production of castings, other than die-castings, from basic material. Such processes, devices, and equipment consists of, but is not limited to, charging equipment, furnaces, collection equipment and cleaning operations. Basic materials used include, but are not limited to, iron, brass, aluminum, and magnesium.

*Fuel:* Any form of combustible matter—solid, liquid, vapor, or gas.

*Fuel Agreement:* An agreement by any person with the department to use only low volatile solid fuels or other approved fuels.

*Fuel-Burning, Combustion or Process Equipment or Device:* Any furnace, incinerator, compactor, fuel-burning equipment, refuse-burning equipment, boiler, apparatus, device, mechanism, fly ash collector, electrostatic precipitator, smoke arresting or prevention equipment, stack, chimney, breeching or structure, used for the burning of fuel or other combustible material, or for the emission of products of combustion, or used in connection with any process which generates heat and may emit products of combustion; and shall include process furnaces, such as heat treating furnaces, by-product coke plants, core-baking ovens, mixing kettles, cupolas, blast furnaces, open hearth furnaces, heating and reheating furnaces, puddling furnaces, sintering plants, bessemer converters, electric steel furnaces, ferrous foundries, non-ferrous foundries, kilns, stills, dryers, roasters, and equipment used in connection therewith, and all other methods or forms of manufacturing, chemical, metallurgical or mechanical processing which may emit smoke, or particulate, liquid, gaseous or other matter.

*Fuel-Burning Equipment, Hand-Fired Type:* Any fuel-burning, combustion or process equipment or device, other than process or process equipment or down-draft furnaces, in which fresh fuel is manually introduced directly into the furnace.

*Fuel-Burning Equipment, Mechanical:* Any fuel-burning, combustion or process equipment or device incorporating a device by means of which fuel is mechanically introduced from the outside the furnace into the zone of combustion.

*Fuel Dealer:* Any person who sells or delivers solid fuel or fuel oil directly to the ultimate consumer, without regard to price, quantity, or frequency of delivery.

*Fuel Oil:* Oil commonly used as a fuel.

*Fumes:* Gases, vapors or particulate matter that are of such character as to cause atmospheric pollution.

*Furnace:* An enclosed space provided for the ignition or combustion of fuel.

*Furnace Volume:* The volume of the chamber or enclosure in which the combustion process takes place.

*Heating and Reheating Furnace:* A furnace in which metal is heated to permit shaping or forming, or to achieve specific physical properties.

*Heating of Low Pressure Boilers:* All boilers designed for operating at a steam pressure of 15 pounds per square inch gauge or less.

*Heating Plant, Other Than Domestic:* Fuel-burning equipment used for the purpose of space heating of multiple-dwelling units containing more than two apartments, hotel, rooming house, boarding house, garage, school, hospital, church, office building, store, institution, and for all commercial, industrial or other establishments.

*Heating Surface:* Any surface having steam, water or other fluid on one side and hot gases on the other side, as found in a boiler or a warm air heating furnace, not excepting any surface covered by arches or refractory.

*Incinerator:* Any device intended for or used for the destruction of garbage or other combustible refuse or waste materials by burning.

*Internal Combustion Engine:* An engine in which combustion of gaseous, liquid, or pulverized solid fuel takes place within one or more cylinders.

*Indirect Heat Exchanger:* Equipment in which fuel is burned for the primary purpose of producing steam, hot water, or hot air, or other indirect heating of liquids, gases or solids, in which the products of combustion do not come into direct contact with process materials. Fuels may include, but are not limited to, coal, coke, lignite, coke breeze, gas, fuel oil and wood, but do not include refuse. When any products or by-products of a manufacturing process are burned for the same purpose, or in conjunction with any fuel, the same maximum limitation shall be governed by the most stringent limitation when refuse burning and indirect heat exchanger emissions are both considered.

*Kiln:* A furnace or a heated chamber used for the purpose of hardening, burning or drying in the manufacture of such products as: clay, brick, cement, pottery, ceramics, limestone, etc.

*Low Volatile Solid Fuel:* For the purpose of this chapter, a solid fuel, the volatile content of which is 23% or less on an ash free and moisture free basis or a solid fuel approved by the commissioner pursuant to section 17-2.20 hereof.

*Mechanical Combustion Equipment or Mechanically Fired Apparatus:* Fuel-burning, combustion or process equipment or device in which the fresh fuel or combustible material is mechanically introduced from outside the furnace into the zone of combustion, the same being actuated by controls; provided, however, that where the commissioner finds as a fact and so certifies that any surface-burning type (hand-fired) equipment is so designed as automatically to burn the fuel or combustible materials in a manner not to violate the provisions of this chapter, such equipment will be considered as mechanical combustion equipment or mechanically fired apparatus within the meaning of this chapter.

*Noxious Acids:* Anhydrous or hydrous acid forms in concentration high enough to be toxic, or to cause atmospheric pollution, or to constitute a nuisance as defined in this chapter.

*Oil Burners:* Any device for the introduction of vaporized or atomized fuel oil into a furnace.

*Open Air:* All spaces outside of buildings, stacks or exterior ducts.

*Open Fire:* Any fire from which the products of combustion are emitted directly into the open air without passing through a stack or chimney.

*Open Hearth Furnace:* A furnace in which the melting and refining of metal is accomplished by the application of heat to a saucer type or shallow hearth in an enclosed chamber. Such furnace consists of, but is not limited to, the furnace proper, checkers, flues and stack and may include a waste heat boiler and other auxiliaries pertinent to the process.

*Parking Lot:* Any land area used or intended to be used for the storage of passenger automobiles or commercial vehicles.

*Particulate Matter:* Material, other than water, which is suspended in or discharged into the atmosphere in a finely divided form as a liquid or solid.

*Person:* Any individual natural person, trustee, court appointed representative, syndicate, association, partnership, firm, club, company, corporation, business trust, institution, agency, government corporation, municipal corporation, city, county, municipality, district or other political subdivision, department, bureau, agency or instrumentality of federal, state or local government, contractor, supplier, vendor, installer, operator, user or owner, or any officers, agents, employees, factors, or any kind of representatives of any thereof, in any capacity, acting either for himself, or for any other person, under either personal appointment or pursuant to law, or other entity recognized by law as the subject of rights and duties. The masculine, feminine, singular or plural is included in any circumstances.

*Portable Boiler:* A boiler used separately or in connection with a power shovel, a road roller, a hoist, a derrick, or a pile driver, steam locomotives, diesel locomotives, steamboats, tugboats, tar kettles, asphalt kettles, and all other portable equipment capable of emitting smoke, particulate or other matter.

*Power or High Pressure Boilers:* All boilers designed for operating at a steam pressure greater than 15 pounds per square inch gauge.

*Premises:* Any real estate or real property.

*Processes or Process Equipment:* Any action operation or treatment embracing chemical, industrial or manufacturing factors, such as heat treating furnaces, by-product coke plants, core-baking ovens, mixing kettles, cupolas, blast furnaces, open hearth furnaces, heating and reheating furnaces, puddling furnaces, sintering plants, bessemer converters, electric steel furnaces, ferrous and nonferrous foundries, kilns, stills, dryers, roasters, and equipment used in connection therewith, and all other methods or forms of manufacturing or processing which may emit smoke, particulate matter or other matter.

*Reconstruction:* Any material change or alteration of any existing fuel-burning, combustion or process equipment or device form that physical or operating condition for which approval was last obtained; or the addition, removal or replacement of any appurtenances or devices which materially affect the method or efficiency of preventing the discharge of pollutants into the atmosphere.

*Ringelmann Chart:* The chart published and described in the U.S. Bureau of Mines Information Circular 8333, and on which are illustrated graduated shades of grey to black for use in estimating the light obscuring capacity of smoke.

*Roaster:* A device used to effect the expelling of volatile matter or to effect oxidation as required in the manufacturing of such products as prepared meats, grain, coffee beans, nuts, etc.

*Sintering Plant:* The plant used in connection with the process of fusing fine particles of metallic ores causing agglomeration of such particles. Such plant consists of, but is not limited to, sintering machines, handling facilities, wind boxes, stacks and other auxiliaries pertinent to the process.

*Smoke:* Small gas-borne particles, other than water that form a visible plume in the air from a source of atmospheric pollution.

*Solid Fuel:* Any material in its solid state capable of being consumed by a combustion process.

*Soot:* Agglomerated particles consisting essentially of carbonaceous material.

*Stack or Chimney:* Any conduit, duct, vent, flue, or opening of any kind whatsoever arranged to conduct any products of combustion to the atmosphere. It does not include breeching as defined herein.

*Stack Spray:* A nozzle or series of nozzles installed in a stack above the breeching used to inject wetting agents at high pressure to suppress the discharge of particulate matter from the stack.

*Standard Conditions:* A gas temperature of 60 degrees Fahrenheit and a gas pressure of 30 inches mercury.

*Standard Cubic Foot (scf):* The standard cubic foot is a measure of the volume of gas under standard conditions.

*Stokers:* Any mechanical device that feeds solid fuel uniformly onto a grate or hearth within a furnace.

*Surface Burning Type (Hand-Fired):* See definition of "Fuel-burning equipment, hand-fired type".

*Unit operation:* Methods where raw materials undergo physical change; methods by which raw materials may be altered into different states, such as vapor, liquid or solid without changing into a new substance with different properties and composition.

*Unit Process:* Reactions where raw materials undergo chemical change; where one or more raw materials are combined and completely changed into a new substance with different properties and composition.

*Vehicle:* A self-propelled mechanism, such as a truck, machine, tractor, roller, derrick, crane, trencher, portable hoisting engine or automobile; or any conveyance used for carrying persons or things, trailer, semi-trailer, boat, tug, or other apparatus which is not ordinarily permanently installed in one location but is used in various places over a wide area.

*Volatile Matter:* The gaseous constituents of solid fuels are determined by the Standard ASTM Procedure amended or revised to date.

17-2.2 It shall be unlawful, on and after June 29, 1970, to burn refuse, garbage or other debris in any boiler or any unit which has not been specifically designed for that purpose and for which an effective Certificate of Operation has not been issued.

17-2.3 It shall be unlawful within the City of Chicago and within one mile of the corporate limits for any person, owner, agent, operator, firm or corporation to permit to cause, suffer or allow the emission of any smoke from any source whatever of a density, shade or opacity equal to or greater than that described as #2 on the Ringelmann chart as published by the United States Bureau of Mines provided that the following exceptions to the provisions of this section shall be permitted for fuel burning, combustion or process equipment.

(1) For a period or periods aggregating 4 minutes in any 30 minutes of a density, shade or opacity equal to but not greater than that described as #2 on the Ringelmann Chart.

(2) For a period or periods aggregating 4 minutes in any 60 minutes of a density, shade or opacity equal to but not greater than that described as #2 on the Ringelmann Chart when building a new fire.

17-2.4 Subject to the provisions of Section 17-2.5, it shall be unlawful within the city of Chicago for any person owning or in charge of any fuel-burning, combustion or process equipment or device, or any portable boiler, to cause, suffer or allow the emission from any such source of any particulate matter except in conformity with the limits set forth as follows:

(1) The limitation for all industrial particulate emissions shall be 0.10 grains per standard cubic foot, with the exception of indirect heat exchanger emissions and incinerator emissions.

(2) The emissions from indirect heat exchangers shall be limited as follows:

For equipment over 288,000 and under 10 million BTU's per hour input, the dust emissions shall be limited to 0.5 pounds per million BTU's input. If the capacity rating of the fuel burning equipment is more than 10 million BTU's per hour input, the amounts of particulate matter which may be emitted for each million BTU input shall decrease as the capacity rating of the fuel burning equipment increases as follows:

(a) No more than .50 pounds for each million BTU's input from equipment having a capacity rating of 10 million;

(b) No more than .39 pounds for each million BTU's input from equipment having a capacity rating of 50 million;

(c) No more than .34 pounds for each million BTU's input from equipment having a capacity rating of 100 million;

(d) No more than .29 pounds for each million BTU's input from equipment having a capacity rating of 1,000 million; and

(e) No more than .18 pounds for each million BTU's input from equipment having a capacity rating of 5,000 million.

The amount of particulate matter which may be emitted from fuel furning equipment having an intermediate capacity rating shall be determined by linear interpolation when plotted on Log-Log Graph Paper. If two or more fuel burning units are connected to a single flue, the total capacity rating of all fuel burning units connected to the flue shall be the capacity rating for the purpose of computing the amount of particulate matter which may be emitted. If a single fuel burning unit is manifolded to two or more flues, the capacity rating of the single fuel burning unit shall be the capacity rating for the purpose of computing the amount of particulate matter which may be emitted. The foregoing requirements shall be measured by the methods of the American Society of Mechanical Engineers (ASME), Power Test Code 27-1957 (PTC27-1957), Determining Dust Concentration in a Gas Stream, which is hereby made a part of this chapter by reference, or in accordance with modified procedures mutually agreed upon by the Commissioner and such person. A copy of the said Code shall be kept on file in the office of the Department subject to examination by interested persons.

(3) A specified volume ratio, or other suitable index, or particulate bearing gas shall be established in accordance with section 17-1.11, subparagraph (11) for various pieces, types or classes of fuel-burning, combustion or process equipment or devices, which constitute potential sources of emission of particulate matter; provided, however, that with respect to coal burning combustion equipment the basic limitations set forth in subparagraph (1) of this section shall be adjusted to a gas volume based upon 50 per cent excess air.

(4) All existing combustion equipment shall meet the limitations of this section on and after June 29, 1970 and all new equipment shall meet the limitations upon installation.

(5) All existing process and control equipment shall meet the limitations set forth in subparagraph (1) of this section on and after June 29, 1969, and all new equipment shall meet the limitations upon installation.

(6) Emissions of particulate matter from all fuel burning combustion or process equipment or devices shall not exceed emissions which would result from operations in accordance with limitations set forth in this chapter.

(7) The basic limitation on the average emission into the atmosphere of particulate matter from an incinerator shall be 0.20 grains per cubic foot of gas at standard conditions. These calculations are to be made at 50 per cent excess air and are to be the result of tests conducted in the field under field conditions, costs of which shall be assumed by the owners if emissions exceed allowable limits. All existing incinerators shall meet the limitations set forth in this paragraph on and after June 29, 1971, and all new equipment shall meet the limitations upon installation.

(8) The emissions, other than water vapor, from any sources that are liable to generate or evolve into particulate form through phase change or other transformation shall be deemed to be particulate matter at the emitted point.

17-2.5 The following provisions shall be applicable to the processes and equipment hereinafter set forth in lieu of the limits upon the emission of smoke and particulate matter contained in sections 17-2.3 and 17-2.4 hereof:

(1) Railroad Locomotives—Diesel

(a) Immediately after starting the engine of a diesel locomotive, smoke of an appearance, density, or shade in excess of No. 2 of the Ringelmann Chart shall be prohibited except that No. 3 smoke shall be allowed for a period or periods aggregating not more than four minutes during the first fifteen minute period.

(b) Immediately after starting the steam generator on a diesel locomotive, smoke of an appearance, density, or shade in excess of No. 2 of the Ringelmann Chart shall be prohibited except that No. 3 smoke shall be allowed for a period or periods aggregating not more than two minutes but not thereafter.

(c) After a diesel yard or switching locomotive is in service or ready for service, smoke of an appearance, density, or shade in excess of No. 2 of the Ringelmann Chart shall be prohibited except that No. 3 smoke shall be allowed for a period or periods aggregating not more than one minute in any fifteen minute period.

(d) After a diesel road or transfer locomotive is in service or ready for service, smoke of an appearance, density, or shade in excess of No. 2 of the Ringelmann Chart shall be prohibited except that No. 3 smoke shall be allowed for a period or periods aggregating not more than one minute in any fifteen minute period.

(2) Steamships and Other Vessels

(a) When building, banking or cleaning fires or when maneuvering or ballasting, smoke of an appearance, density, or shade in excess of No. 2 of the Ringelmann Chart shall be prohibited except that No. 3 smoke shall be allowed for a period or periods aggregating not more than six minutes in any sixty minute period.

(b) When building original fires at the start of seasonal operations, or under emergency conditions when it is necessary to operate a boat with a fluctuating load upon the boilers to prevent danger to life or property, the foregoing restrictions on emissions shall not apply.

(c) When a steamship or other vessel is in service, except as provided to cover particular conditions stated in this section, the provisions of section 17-2.3 hereof shall apply.

(3) Sulfur Dioxide Limitation

(a) No person shall cause or permit the use, or, if intended for use in the City of Chicago, the purchase, sale, offer for sale, storage or transportation, of fuel which, as determined by the methods of the American Society for Testing and Materials, contains more than the following percentages of sulfur by weight:

For a period of two years, on and after June 23, 1970 fuel: 2.5 per cent

For a period of eighteen months, on and after June 23, 1971: fuel: 2.0 per cent

Thereafter: fuel: 1.5 per cent

(b) Upon the application of any person engaged in the operation of fuel burning equipment, the director with the approval of the appeal board may issue a certificate of operation in accordance with Section 17-2.41 of this chapter in those cases wherein the applicant shall establish that the fuel burning equipment is operated in such a manner or is equipped with such control apparatus as to continually prevent the emission of any sulfur compound or compounds in amounts greater than those that would be emitted from the burning (in the same fuel burning equipment without such control apparatus) of fuel containing any amount of sulfur by weight not in excess of the maximum amount permitted at the applicable time by this section.

(c) The provisions of subparagraph (3) (a) of this section shall not apply to acts performed with respect to fuel owned or under contract for purchase by a purchaser who uses or intends to use such fuel in any fuel burning equipment for which a certificate of operation has been issued under subparagraph (3) (b), or where a variance has been granted pursuant to the provisions of Section 17-2.56(3) of this chapter.

(d) When periods of stagnation, for 24 hours or greater, occur, the commissioner shall have the power to implement a Pollution Incident Control Plan, whereby plants that have an annual fuel consumption of 60,000 tons of coal or 14,500,000 gallons of oil are required either to switch to a low sulfur fuel (less than 1.5% sulfur by weight) or curtail emission of sulfur dioxide pollution during this period until the commissioner determines that the stagnation period no longer exists.

All persons responsible for the operation within the city of any of the processes or equipment above named shall undertake or participate in a program of research to determine feasible methods of measuring and controlling emissions therefrom in accordance with Section 17-1.14 hereof.

17-2.6 It shall be unlawful within the City of Chicago and within one mile of the corporate limits for any person, owner, agent, operator, firm or corporation to permit to cause, suffer or allow the discharge, emission or release into the atmosphere from any source whatsoever of such quantities of soot, fly ash, dust, cinders, dirt, oxides, gases, vapors, odors, toxic or radioactive substances, waste, particulate, solid, liquid or gaseous matter or any other materials in such place, manner or concentration as to constitute atmospheric pollution.

17-2.7 Any emission of smoke, particulate matter or other matter from any single such source in excess of the limitations established in or pursuant to Sections 17-2.3, 17-2.4 and 17-2.5 shall be deemed and is hereby declared to be a public nuisance, and may be summarily abated by the commissioner. Such abatement may be in addition to the administrative proceedings, fines and penalties herein provided.

The commissioner is further empowered to institute legal proceedings for the abatement or prosecution of emissions of smoke, particulate or other matter which causes injury, detriment, nuisance or annoyance to the public or endangers the health, comfort, safety or welfare or the public, or causes or has a natural tendency to cause injury or damage to business or property. Such abatement may be in addition to the administrative proceedings, fines and penalties herein provided.

17-2.8 Nothing in this chapter shall be construed to impair any cause of action, or legal remedy therefor, of any person or the public for injury or damage arising from the discharge, emission or release into the atmosphere from any source whatsoever of such quantities of smoke, soot, fly ash, dust, cinders, dirt, noxious or obnoxious acids, fumes, oxides, gases, vapors, odors, toxic or radioactive substances, waste, particulate, solid, liquid or gaseous matter or any other materials in such place, manner or concentration as to constitute atmospheric pollution or a common law nuisance.

17-2.9 Failure of any person as owner or agent, operator, member of any operating crew, engineman, fireman, janitor, or in any other capacity, to comply with any provision of this chapter shall be deemed a violation of this chapter and shall be subject to the fines and penalties as hereinafter provided. It shall be the duty of owners or agents of any fuel-burning, combustion or process equipment or device to instruct, or cause to be instructed, the operators, operating crews, enginemen, firemen, hostlers, janitors, or any other person, operating such equipment or device about the proper operation of such combustion equipment or device.

17-2.10 It shall be unlawful to burn paper, wood, garbage, leaves, building construction, demolition debris or any other combustible material in open fires or in metal containers; provided, however, that the effective date for the prohibition of open burning of leaves shall be on and after June 29, 1970.

17-2.11 It shall be unlawful for any person to build, erect, install or use any article, machine, equipment or other contrivance that dilutes, reduces or conceals an emission, without reducing the quantity of pollutants released into the atmosphere and which, in its unaltered condition, would constitute a violation of Sections 17-2.3, 17-2.4 or 17-2.6 of this chapter.

17-2.12 No person shall operate, or cause to be operated, upon any street, highway, public place, stream or waterway, or private premises within the City of Chicago, any internal combustion engines of any motor vehicle, boat, tug or other vehicle, while stationary or moving, which emits from any source any particulate material, smoke, obnoxious or noxious gases, fumes or vapors or any other atmospheric pollutant, in violation of Sections 17-2.3, 17-2.4 or 17-2.6 of this chapter; provided, the foregoing shall not apply to the operation of aircraft at municipal airports.

17-2.13 It shall be unlawful for any person to cause or permit the handling, loading, unloading, reloading, storing, transferring, placing, depositing, throwing, discarding, or scattering of any ashes, fly ash, cinders, slag or dust collected from any combustion process, any dust, dirt, chaff, wastepaper, trash, rubbish, waste, or refuse matter of any kind, or any other substance or material whatever, which is likely to be scattered by the wind or is susceptible to being wind-borne, without taking reasonable precautions or measures so as to minimize atmospheric pollution.

17-2.14 Subject to the provision of Section 17-2.17 hereof, it shall be unlawful for any person to operate or maintain, or cause to be operated or maintained, any building, structure, or premises, open area, right of way, storage pile of materials, yard, vessel, or vehicle, or construction, alteration, building, demolition or wrecking operation, or any other enterprise, which has or involves any matter, material, or substance likely to be scattered by the wind, or susceptible to being wind-borne, without taking reasonable precautions or measures so as to minimize atmospheric pollution.

17-2.15 The commissioner shall have jurisdiction and authority over the sources of any matter, material, or substance likely to be scattered by the wind, or susceptible to becoming airborne or a contributing factor to atmospheric pollution, and shall have authority to abate wind-borne nuisances and to instigate prosecutions for violations of any provision of this chapter or any other chapter of this code relating to the eradication or control of matter susceptible to being wind-borne. For the purpose of minimizing atmospheric pollution, he shall, with the advice and consent of the advisory board, prescribe reasonable, specific operating and maintenance practices for buildings, structures, premises, open areas, automobiles, and/or truck parking and sales lots, private roadways, rights of way, storage piles of materials, yards, vessels, vehicles, construction, alteration, building, demolition or wrecking operations, and any other enterprise, which has or involves any matter, material, or substance susceptible to being wind-borne and for the handling, transportation, disposition, or other operation, with respect to any material subject to being wind-borne, which practices shall be embodied in the code of recommended practices.

17-2.16 The commissioner is hereby authorized to issue notices of violation for the purpose of giving notice to persons allegedly violating any of the provisions of this chapter or other ordinances relating to atmospheric pollution. If at the time of any original inspection, or annual inspection, or any other inspection, it is found that any fuel-burning, combustion or process equipment or device, or premises, is being operated or managed or is in such a condition or so installed that smoke, particulate, or other matter is being emited or may be emitted therefrom in violation of any emission limitation or other requirement or jurisdiction provided in this chapter, the commissioner may give notice in writing to any or all persons owning, operating, or in charge of such equipment or device, or premises, of the defective equipment or device, condition or operation, or violation. Such notice may be given by any inspector or other properly trained authorized agent of said commissioner, by delivering such notice to any person owning, operating, or in charge of the equipment or device, or premises, involved, or by leaving a copy thereof with a person in charge of such equipment, device, or premises, or by mailing a copy directed to the last known address of the person to be notified. Such notice may direct the alleged violator to appear and to present such notice at a designated office of the department in the City Hall or the Central Office Building at the date and hour specified thereon for the purpose of conferring with respect to the alleged violation and the corrective measures, if any, which should be taken. Such notice may contain a demand upon such person or persons to discontinue use of such equipment or device, or premises, until the correction thereof has been approved by the commissioner. Such notice shall allow up to ten days' time to correct the equipment or device, or condition or operation, and report compliance to the commissioner.

Failure to comply with such notice within ten days from its date, or within any extension of time granted under section 17-2.53 hereof, shall be a violation of this section and, upon such failure, the commissioner may revoke any existing certificate of operation for such equipment or device.

17-2.17 No person shall maintain or conduct, or cause to be maintained or conducted, any parking lot or automobile or truck sales lot, or use any real property for a private roadway unless such real property is covered or treated with a surface or substance or otherwise maintained in such manner as to minimize atmospheric pollution.

17-2.18 It shall be unlawful for any person to operate any surface burning type (hand-fired) of combustion equipment with any solid fuel other than a low volatile solid fuel unless:

(1) The commissioner has issued a certificate of operation therefor in accordance with section 17-2.35 or section 17-2.40, authorizing the use of other than low volatile solid fuel with such equipment;

(2) The commissioner has approved the equipment or types of equipment in accordance with section 17-2.24;

(3) The commissioner has issued an allowable fuel certificate for such equipment in accordance with sections 17-2.21, 17-2.22 and 17-2.23; or

(4) The appeal board has granted an individual variance for such equipment in accordance with section 17-2.54.

The foregoing restrictions shall not apply with respect to the burning of combustible refuse in such equipment in accordance with rules and regulations issued by the commissioner.

17-2.19 A solid fuel containing volatile matter in excess of 23% on an ash free basis shall be considered a low volatile solid fuel provided it meets the same standards in regard to smoke production as a low volatile solid fuel, and subject to the following conditions in order to ascertain whether or not such standards are met:

Adequate supplies of such solid fuel shall be made available to the commissioner to conduct such reasonable tests as he shall deem necessary to determine that such fuel meets the standards heretofore established. The reasonable expense of any such tests shall be borne by the person seeking the approval of such solid fuel.

The commissioner shall maintain and, upon request, furnish a list of brands or trade names of solid fuels which have been tested for conformity with the provisions of this chapter and which as a result of such tests have been approved.

17-2.20 Solid fuel, other than low volatile solid fuel, may be used or consumed only in mechanical combustion equipment or mechanically fired apparatus; except that after suitable inspections and tests have proven to the commissioner that any combination of surface burning type (hand-fired) of equipment and appurtenances and fuel can comply with the emission limitations established by or under this chapter, the commissioner shall approve the use of such combination of equipment and fuel.

17-2.21 The commissioner is hereby authorized to isue allowable fuel certificates for the use of any solid fuel other than a low volatile solid fuel in surface burning types (hand-fired) of equipment when approved in accordance with section 17-2.20, 17-2.23 or 17-2.24; provided, that with respect to equipment subject to annual inspection under this chapter, the commissioner may issue a certificate of operation in lieu of an allowable fuel certificate. Any such certificate issued by the commissioner shall be permanently attached and affixed to the fuel-burning equipment for which it is issued, in a manner so that it may be readily seen on inspection and, when so attached, shall constitute notice to all persons of the matter contained in such certification.

17-2.22 Each allowable fuel certificate issued by the commissioner shall identify the fuel-burning equipment, its major components and the owner or person responsible therefor and such other details as the commissioner may specify, and shall include the certification of the commissioner that such equipment may be operated with any solid fuel of not more than the volatile content specified therein by the commissioner.

17-2.23 The commissioner shall not issue installation permits or certificate of operation or allowable fuel certificates for any surface-burning type (hand-fired) of equipment for which installation permits or certificates of operation or allowable fuel certificates are required, unless the fuel to be used in such equipment shall be a low volatile solid fuel, or unless, after appropriate tests, it has been established to the satisfaction of the commissioner that such equipment is capable of burning the fuel to be used therewith without exceeding emission limitations established by or under this chapter.

17-2.24 For the purpose of determining that surface-burning types (hand-fired) of equipment are suitable for burning solid fuel other than low volatile solid fuel so as not to violate any provisions of this chapter:

(1) The commissioner shall have the authority to test each new type (new type being that which changes the manner of combustion) of surface burning type (hand-fired) of equipment offered for sale or use in the city of Chicago. Where he finds as a fact and so certifies that such equipment in which the fresh fuel is fired by hand is so designed that it will burn any solid fuel of any, or a specified, volatile content without exceeding the emission limitations established by or under this chapter, he shall issue an allowable fuel certificate for the type of equipment so tested and approved and shall authorize the tagging thereof in accordance with subparagraph (2) of this section. The cost to the city of all tests made for the determination of such authorization shall be borne by the applicant therefor.

(2) Any surface-burning type (hand-fired) of equipment so approved that is sold, offered for sale, exchanged, delivered or installed for use in the city shall bear a certificate or a plate or tag in accordance with the regulations of the department which identifies the equipment and the category for which it is approved.

17-2.25 It shall be unlawful for any person knowingly to sell, exchange, deliver, haul or transport to the ultimate consumer for use and consumption in any surface-burning type (hand-fired) of equipment in the city, any solid fuel which does not meet the standards of a low volatile solid fuel or which has not been approved for use with such equipment by issuance of an allowable fuel certificate or certificate of operation; provided, that the delivery, or transportation of solid fuel by railroad companies and other common carriers in the course of their common carrier business shall not be a violation of the provisions of this section.

17-2.26 It shall be unlawful for any person to sell, offer for sale, expose for sale, exchange, deliver or install for use in the city:

(1) Any make, model, or type of domestic refuse-burning equipment which has not been approved by the commissioner; or

(2) Any make, model, or type of approved domestic refuse-burning equipment for the burning of any type of refuse other than the types for which the refuse-burning equipment has been approved by the commissioner.

The delivery or transportation of any refuse-burning equipment by railroad companies and other common carriers in the course of their common carrier business shall not be deemed to be a violation of the provisions of this section.

17-2.27 Prior to approval, plans of each make, model, or type of domestic refuse-burning equipment shall be submitted to the department and such equipment be subjected to such tests as may be deemed necessary to establish its air pollution potential. For this purpose the commissioner may rely, in whole or in part, upon tests of such equipment previously conducted by nationally recognized associations.

(1) The commissioner shall list each make, model, or type of domestic refuse-burning equipment which he has approved, and shall designate

the approval as being limited to one of the following two categories:

Type A. Domestic burning equipment for ordinary paper or similar material only;

Type B. Domestic incinerators for burning rubbish and garbage.

(2) Any approved domestic refuse-burning equipment that is sold, offered for sale, exchanged, delivered or installed for use in the city shall bear a plate or tag in accordance with the regulations of the department which identifies the equipment and the category for which it is approved.

(3) Any person, firm, or corporation whose domestic refuse-burning equipment is submitted for tests by the department must pay all reasonable expenses necessary to the attendant tests, and the department shall furnish the submitter a copy of the results of such tests.

17-2.28 It shall be unlawful for any person to install, erect, construct, reconstruct, alter, or add to, or cause to be installed, erected, constructed, reconstructed, altered, or added to, any fuel-burning, combustion or process equipment or device, or any equipment pertaining thereto, or any stack or chimney connected therewith, within the city, excepting domestic heating plants, domestic refuse-burning equipment, locomotives, steamships and internal combustion engines, or to make, or cause to be made, major repairs to any high pressure boiler furnace or the brickwork on or about the same in said city, until an application for installation and operating permits on forms supplied by the department including suitable plans and specifications of the fuel-burning, combustion or process equipment or device, or high pressure boiler furnace repair, and the structures or buildings used in connection therewith, has been filed in duplicate by the owner, contractor, installer, or other person, or his agent, in the office of, and has been approved by, the commissioner as being so designed that the same can be managed and operated to conform to the provisions of this chapter, and an installation permit issued by him for such installation, erection, construction, reconstruction, alteration, addition to, or repair.

Provided, however, that maintenance or repairs or alterations which are minor in scope or do not change the capacity of such fuel-burning, combustion or process equipment or device and which do not involve any change in the method of combustion or materially affect the emission of smoke, dust, fumes, or other products of combustion therefrom, may be made without an installation permit; provided further, that an emergency repair may be made prior to the aplication for, and the issuance of, a required installation permit in the event an emergency arises and serious consequences would result if the repair were to be deferred. When such repair is made in emergency, application for an installation permit or an operating permit therefor shall be filed in duplicate by the person or his agent in the office of the commissioner within a reasonable time after the start of such work. Each installation permit shall be posted in a conspicuous place at, or near, the work for which it was issued.

17-2.29 The plans and specifications, submitted pursuant to section 17-2.28, of the fuel-burning, combustion equipment or device other than process or process equipment shall show the type of installation, the form and dimensions of such equipment or device, more particularly the proposed boiler, furnace, fuel burner, refuse burner, stack and ducts, together with the description and dimensions of the building or part thereof in which such equipment is to be located, the amount of work and the amount of heating to be done by such equipment, including all provisions made for the purpose of securing complete combustion of the fuel or refuse to be used and the manner in which it is to be burned for the purpose of preventing emissions in excess of the limitations established by or under this chapter. Said plans and specifications shall also show the character of the fuel or refuse to be burned, the maximum quantity of the same to be burned per hour, the operating requirements, and the use of such equipment; and that the room or premises in which such equipment shall be located is provided with adequate means of ventilation to provide sufficient air to complete the combustion process. Such plans and specifications shall further show, the dimensions of such room in which such equipment is to be located, the location and dimensions of all stacks used in connection with or as a part of said equipment, the location and dimensions of all stacks of any buildings or structures immediately adjoining and contiguous to the premises in question the frequency and duration of emissions, composition of effluents and range of collector efficiency. The commissioner may require such additional data as he deems necessary for the purpose of issuing a permit for the installation or operation of any such equipment.

The plans and specifications, submitted pursuant to section 17-2.28 of process or process equipment shall contain such information and data as the commissioner may deem necessary to determine the emission potential of such process or process equipment, including, but not limited to, the frequency and duration of emissions, except composition of effluents and range of collector efficiency.

17-2.30 The plans and specifications submitted pursuant to section 17-2.28 shall be prepared under the direction of, or approved by, a registered professional engineer and bear his seal.

17-2.31 Without the approval of the commissioner, no installation, erection, construction, reconstruction, alteration of, or addition to, any fuel-burning, combustion or process equipment or device, or major repair to any high pressure boiler furnace for which an installation permit has been issued, shall be made which is not in accordance with the plans, specifications, and other pertinent information upon which such permit was issued.

17-2.32 Any application pursuant to section 17-2.28 shall be approved or rejected within ten days after it is filed in the office of the commissioner. Upon the inspection and approval of said plans and specifications by the commissioner and upon the payment of the fees hereinafter provided, and if such plans and specifications shall show that adequate provisions to insure compliance with the provisions of this chapter have been made, a permit for the installation, erection, construction, reconstruction, alteration of, or addition to, such fuel-burning, combustion or process equipment or device, or repair of high pressure boiler furnace, shall be issued. The issuance of an installation permit for any fuel-burning equipment or device may be conditioned upon the agreement of owner or operator or both to operate such equipment or device only with fuels of a specified volatile content or in such specified manner as may be appropriate to insure that such equipment or device can be operated in a manner which will not result in emission of smoke, particulate or other matter in excess of the maximum limitations established by or under this chapter. As soon as the commissioner has issued the permit as above provided, it shall be the duty of the various departments of the city having charge of the inspection of the premises wherein such equipment or process is located to cooperate with the commissioner to see that the execution of the work so authorized by said permit shall be done in conformity with the approved plans and specifications, and the code of recommended practices.

17-2.33 The requirement of filing plans and specifications involving the installation, erection, construction, reconstruction, alteration of, or addition to, any fuel-burning combustion or process equipment or device, or the building of pilot plants or processes, or repair to any high pressure boiler furnace, to be used in or to become a part of a secret process is hereby suspended, upon the filing with the department, in lieu of the filing of plans and specifications, of an affidavit of a responsible person to the effect that such equipment or process is to be so used. Such person may also be required to furnish bond or other proof of financial responsibility in accordance with section 17-2.34. The suspension of the filing of such plans and specifications shall in no way relieve the person or persons responsible for the secret process from complying with all other provisions of this chapter.

17-2.34 If the proposed plans and specifications submitted pursuant to section 17-2.28 are not sufficiently complete, in the judgment of the commissioner, to show that the equipment or device for which such plans and specifications were submitted can consistently comply with and can be operated within the provisions of this chapter, either because the design or process is unconventional or untried, or because the person has elected to omit confidential details, or because there are insufficient data on which to estimate the air pollution potential, the commissioner is authorized to require as a condition precedent to the issuance of an installation permit or certificate of operation proof of financial responsibility and of ability to make any changes that may be required after construction to insure compliance with the provisions of this chapter. Such proof, in the discretion of the commissioner, may be a written statement to such effect, signed by the owner or a responsible officer of a financially sound organization, or a written guarantee of performance signed by a responsible supplier or contractor or other responsible person. The responsibility of any such person or soundness of any such organization shall be a matter within the judgment of the commissioner, subject to the right of appeal.

In the event that he is not given adequate proof of financial responsibility and of ability to make any changes that may be required, the commissioner may require any such person, as owner, lessee, operator, supplier, contractor, vendor, or other person, to file with the commissioner a surety bond running to the Cty of Chicago in the sum of not to exceed fifty thousand dollars, executed by such person or persons, as principal, and two or more sureties, or a surety company authorized to do business in this state, said bond to be approved as to form and amount in accordance with the provisions of section 7-4 of this code, assuring compliance with the conditions of the permit and any agreement or guarantee and ability to make changes necessary for compliance with the provisions of this chapter.

17-2.35 Upon completion of any work for which an installation permit was issued, the department shall be notified by the person or persons responsible therefor, and, if upon inspection it is found that such work is in conformity with the plans and specifications, and is found to operate within the provisions of Sections 17-2.3, 17-2.4 and 17-2.6, the commissioner shall issue a certificate of operation forthwith.

17-2.36 If an installation permit for which an application is required by section 17-2.28 is not procured prior to the start of any work for which such a permit is required or if any work for which an installation permit has been issued fails to comply with the plans and specifications filed in connection therewith or with the terms of such permit, the commissioner shall have authority to stop all work and seal the installation or equipment and further work or operation shall not proceed until the commissioner has issued an installation permit and has been assured that the work will proceed in accordance with the installation permit. Persons responsible for such equipment may also be required to furnish bond or other proof of responsibility in accordance with section 17-2.34.

17-2.37 Any person who has started or completed the installation, erection, construction, reconstruction, alteration of, or addition to, any fuel-burning, combustion or process equipment or device, or any equipment pertaining thereto, or any stack or chimney connected therewith, or has started or completed, or caused to be started or completed, the major repair of any high pressure boiler furnace or the brickwork on or about the same without first having obtained a permit for such work from the commissioner pursuant to section 17-2.32, shall be subject to the fines and penalties herein provided.

17-2.38 If the installation, erection, construction, reconstruction, alteration, addition, or repair is not completed within one year of the date of issuance of the installation permit, or any extended period allowed by the commissioner, the permit shall become void and all fees paid shall be forfeited.

17-2.39 It shall be the duty of any person responsible for any discontinued or dismantled fuel-burning, combustion or process equipment or device coming under the jurisdiction of the permits or fees provisions of this chapter to report to the department within thirty days the permanent discontinuance or dismantlement of such equipment or device.

17-2.40 An annual inspection shall be made by the department of all fuel-burning, combustion or process equipment or devices, coming under the provisions of this chapter, whether or not a certificate of operation or allowable fuel certificate allowing use of such equipment or process has been previously issued by the commissioner, to see that such equipment or process can be so managed and operated that no smoke, particulate, or other matter shall be emitted therefrom in violation of any emission limitation or other requirement provided under this chapter; provided, however, that no annual inspection shall be required of locomotives, ships, boats, tugs, internal combustion engines, domestic heating plants, or domestic refuse-burning equipment; and provided, also, that where any fuel-burning, combustion or process equipment or device has been installed, erected, constructed, reconstructed, altered, added to, or repaired pursuant to a permit issued under section 17-2.32, has been inspected in accordance with the requirements of section 17-2.35 hereof, and has been in operation less than six months, an annual inspection will not be required until six months from the date such equipment was first put under fire after the completion of such work.

The fees for each annual inspection, as hereinafter provided, shall include the issuance of a certificate of operation.

Each annual certificate of operation shall be effective from the date thereof for a period of one year or until the next annual inspection.

17-2.41 Upon a finding that any fuel-burning, combustion or process equipment or device inspected, on any original, annual or subsequent inspection, has been found to comply with the provisions of this chapter, and after payment of the prescribed fee, the commissioner shall issue a certificate of operation which shall be posted in a conspicuous place at or near the equipment or process. Any certificate of operation may contain such information and certifications as are contained in allowable fuel certificates pursuant to section 17-2.22.

17-2.42 It shall be unlawful for any person or his agent to use or operate any fuel-burning, combustion or process equipment or device which is subject to annual inspection, as hereinabove set forth, without having an effective certificate of operation therefor.

17-2.43 The commissioner shall have the same power and jurisdiction over all fuel-burning, combustion or process equipment or devices owned or operated by any branch of the federal, state or local governments and any municipal corporation as over all other fuel-burning, combustion or process equipment or devices subject to the terms of this chapter; and all such branches and corporations shall be subject to the requirements of this chapter.

It shall be the duty of the commissioner to inspect at least once in each year all of such installations, and also to preserve a record of the condition with respect to the requirements of this chapter of such installations as shown by such inspection. No fee shall be charged or paid to the department or to any of its employees for any original, annual or subsequent inspection of any such installation or for the certificate of operation therefor issued by the department.

17-2.44 Fees for the inspection of plans and issuing installation permits for the installation, erection, construction, reconstruction, alteration of, or addition to, fuel-burning, combustion or process equipment or devices, and installation of apparatus or devices for the prevention or arresting of the discharge smoke, particulate, liquid, gaseous, or other matter shall be as follows:

| | |
|---|---|
| Filing fee for the evaluation of plans of fuel-burning and refuse-burning equipment | $ 5.00 |
| Filing fee for the evaluation of plans of process equipment or control devices | |
| 1 to 10 Unit Processes and Unit Operations | 5.00 |
| 11 to 100 Unit Processes and Unit Operations | 10.00 |
| 101 and Over Unit Processes and Unit Operations | 15.00 |

Permits for the installation, erection, construction, reconstruction, alteration of, or addition to any fuel-burning, combustion or process equipment or device, dust loading device or chimney.

Fuel-burning equipment used for space heating, steam and hot water generation for each unit:

| | |
|---|---|
| Of a capacity of less than 288,000 Btu/Hr. | $10.00 |
| Of a capacity of 288,000 Btu/Hr and less than 960,000 Btu/Hr | 15.00 |
| Of a capacity of 960,000 Btu/Hr and less than 2,880,000 Btu/Hr | 20.00 |
| Of a capacity of 2,880,000 Btu/Hr or more | 30.00 |

Refuse-burning equipment, for each unit:

| | |
|---|---|
| With less than five square feet of grate area | $ 5.00 |
| With five square feet and less than ten square feet | 10.00 |
| With ten square feet and less than fifteen square feet of grate area | 15.00 |
| With fifteen square feet and less than twenty square feet of grate area | 20.00 |
| With twenty or more square feet of grate area | 25.00 |
| Per one unit operation of one unit process creating atmospheric pollution or any device controlling atmospheric pollution | $10.00 |

17-2.45 Fees shall be as follows for the examination or inspection of any new or reconstructed fuel-burning, combustion or process equipment or device, after its erection or reconstruction, and before its operation and maintenance:

Fuel-burning equipment used for space heating, steam and hot water generation for each unit:

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|---|---|
| Of a capacity of less than 288,000 Btu/Hr. | $10.00 |
| Of a capacity of 288,000 Btu/Hr and less than 960,000 Btu/Hr | 20.00 |
| Of a capacity of 960,000 Btu/Hr and less than 2,880,000 Btu/Hr | 30.00 |
| Of a capacity of 2,880,000 Btu/Hr or more | 40.00 |

Refuse-burning equipment, for each unit:

| | |
|---|---|
| With less than five square feet of grate area | $10.00 |
| With five square feet and less than ten square feet | 20.00 |
| With ten square feet and less than fifteen square feet of grate area | 30.00 |
| With fifteen square feet and less than twenty square feet of grate area | 40.00 |
| With twenty or more square feet of grate area | 50.00 |
| Per one unit operation or one unit process creating atmospheric pollution or any device controlling atmospheric pollution | $10.00 |

17-2.46 Fees shall be as follows for the annual inspection of fuel-burning, combustion or process equipment or devices: Fuel-burning equipment used for space heating, steam and hot water generation for each unit:

| | |
|---|---|
| Of a capacity of 288,000 Btu/Hr and less than 2,400,000 Btu/Hr | $10.00 |
| Of a capacity of 2,400,000 Btu/Hr and less than 6,000,000 Btu/Hr | 15.00 |
| Of a capacity of 6,000,000 Btu/Hr or more | 20.00 |

Refuse-burning equipment, for each unit:

| | |
|---|---|
| With less than seven square feet of grate area | $ 5.00 |
| With seven square feet and less than twenty square feet | 10.00 |
| With twenty square feet and less than fifty square feet grate area | 12.00 |
| With fifty square feet or more of grate area | 15.00 |
| Per one unit operation or one unit process creating atmospheric pollution or any device controlling atmospheric pollution | 5.00 |

The fee for annual inspection shall include the issuing of a certificate of operation.

17-2.47 All fees or penalties prescribed for the issuance of permits, licenses or certificates, or for the inspection of plans, premises or equipment, under any provision of this chapter, shall be paid to the commissioner, who shall render to the person making such payment a receipt stating the amount and purpose for which such fee or penalty has been paid, a duplicate of which shall be made part of the records of the department. All fees and penalties thus received shall be deposited with the city collector for the corporate fund.

17-2.48 All fees or penalties prescribed for the payment of which is required under any provision of this chapter, shall constitute a debt due the city. The corporation counsel shall, at the request of the commissioner, institute civil suit in the name of the city to recover the amount of any such unpaid fee or penalty. No civil judgment, or any act by the corporation counsel, the commissioner, or the violator, shall bar or prevent a criminal prosecution for each and every violation of this chapter.

17-2.49 In the event the installation of the fuel-burning, combustion or process equipment or device is not completed or that the commissioner or any other authorized officer of any department of the city refuses issuance of a permit for the erection or construction of any building or structure in which such equipment, process or device was to be located, the fee which has been paid for the permit or the certificate of operation may be refunded upon proper presentation of the facts; provided, however, that no refund shall be made after a period of one year from the payment of the fee.

17-2.50 The Commissioner shall remit all inspection or examination fees charged against any charitable, religious or educational institution when the furnace or other combustion equipment, device or apparatus inspected is located in or upon premises used and occupied exclusively by such institution; provided, however, that such charitable, religious or educational institution is not carried on for, or connected with any institution conducted for private gain or profit. The commissioner may require every application for the remission of such fees to be verified by affidavit of one or more taxpayers of the city.

17-2.51 In the event of unavoidable failure or breakdown of any fuel-burning, combustion or process equipment or device or other circumstances beyond the control of any person owning or operating such equipment, including necessary shutdowns of smoke abatement or dust collection equipment for purposes of maintenance or repair, which tends to produce unlawful emission of smoke, particulate, or other matter, the owner or managing agent of such equipment or process shall immediately notify the department of such failure, breakdown or other circumstance together with all pertinent facts relating thereto and a statement of the date upon which the condition will be rectified, and shall also report to it when such defect has been removed. Immunity from prosecution under such circumstances shall be at the discretion of the commissioner.

17-2.52 The commissioner is hereby authorized to conduct or cause to be conducted, any test or tests as may be necessary to determine the extent of emission of particulate matter from any fuel burning, combustion or process equipment or devise, if and when, in his judgment, there is evidence that any such equipment, process or device is exceeding any emission limitation prescribed by or under this chapter. The result of any test shall be made available to the person responsible for such property tested. Tests shall be made and the results calculated in accordance, where applicable, with American Society of Mechanical Engineers "Power Test Codes, Test code for determining dust concentration in a gas stream PTC-27-1957" procedure as revised from time to time or in accordance with modified procedures mutually agreed upon between the commissioner and the person. All tests and calculations shall be made under the direction of a competent engineer. Any test or tests to be conducted on the premises where such equipment or device is located shall be made during reasonable hours, after written notice to, and with the cooperation of, the owner or operator. The cost of any test or tests and calculations shall be a debt due the city from any person responsible as owner, operator or otherwise of such fuel-burning, combustion or process equipment or device in all cases when such test or tests shall have proven any emission of particulate matter in violation of any provision of this chapter, and such unpaid debt shall be recoverable in any court of competent jurisdiction. If any such emission is shown by such test or tests to be within the limits of emission prescribed in this chapter, the cost of such test or tests shall be charged to the annual appropriation of the department.

17-2.53 In the event any person is compelled to, or deems it advisable to, install any new equipment, process or device, appliance, means or methods, including needed control equipment, in order to comply with any provision of this chapter and exemption from the operation of this chapter is reasonably necessary in order to allow sufficient time for such installation, such exemption may be granted by the commissioner on good cause shown. Upon complaint in writing by any such person, setting forth that it is impossible in the operation of any plant, fuel-burning, combustion or process equipment or device, or apparatus, to operate the same in complete compliance with the requirements of this chapter, and stating evidence satisfactory to the commissioner that such person has taken, or will take, all steps necessary to provide for future compliance with the provisions of this chapter, and giving assurance to the commissioner that the acquisition and installation of the proper equipment, process, device, or appliance, or control equipment, will be effected within a reasonable period of time, stating specifically the nature and extent thereof, and upon the finding by the commissioner on investigation by him of the facts, that said complaint is well grounded, the commissioner is authorized to permit the operation of such plant, fuel-burning, combustion or process equipment or device, or apparatus, for a reasonable period of time within which period the necessary equipment, process, device, appliance, means or methods, or control equipment, is to be acquired and installed; provided, however, that the commissioner is empowered to grant further reasonable extensions of time upon proof of extenuating circumstances, and that an order of the commissioner denying a complaint for a period of grace or an extension of time shall be subject to review by the appeal board, as hereinabove provided. During any such granted period, such persons shall not be subject to the fines and penalties hereinafter provided for the noncompliance sought to be remedied; if, however, such person wilfully fails in the time allowed to conform with applicable provision or provisions of this chapter, or to comply with his assurance and agreement, he shall be subject to all applicable fines and penalties herein provided dating from the date of the beginning of the said period or periods.

It shall be the duty of such person to notify the commissioner immediately of the completion of such installation.

17-2.54 For the purpose of aiding the commissioner in establishing a code of recommended practices and in reaching technically correct decisions on all matters pertaining to the enforcement of the provisions of this chapter, a technical advisory board, to be appointed by the mayor, by and with the consent of the city council, is hereby established. The advisory board shall consist of seven members, one of whom shall be designated by the mayor as chairman and four of whom shall constitute a quorum. They shall be appointed for a term of four years, or until their respective successors are appointed and qualified, except that of the initially appointed board, two members shall serve for one year, two members for two years, two members for three years, and one member for four years. Six members shall be scientists, or registered professional engineers acquainted with at least one phase of air pollution and its control as well as with industrial processes and equipment, whose experience and training qualify them to give competent technical advice to the commissioner. They shall not be interested in the sale to the public of any fuel-burning, combustion or process equipment or device, water pollution control device or noise abatement device. Members appointed to fill vacancies shall have the same general qualifications required for their predecessors.

It shall be the duty of the advisory board to work with the commissioner in the promulgation and adoption of the code of recommended practices. It shall be the further duty of the advisory board to advise the commissioner and the appeal board with respect to the technical points concerned with the enforcement of the provisions of this chapter; but neither the commissioner nor the appeal board shall be required to act on the advice of the advisory board if, in their respective opinions, there is good and sufficient reason to believe that such advice will not serve the best interests of the public.

Meetings of the advisory board shall be held at such times as deemed necessary by the chairman or by the commissioner. The compensation of each member shall be as set forth in the annual appropriation ordinance.

17-2.55 An appeal board, to be appointed by the mayor, by and with the consent of the city council, is hereby established. The appeal board shall consist of seven members, one of whom shall be designated by the mayor as chairman, and four of whom shall constitute a quorum. They shall be appointed and qualified, except that of the initially appointed appeal board, two members shall serve for one year, two members for two years, two members for three years, and one member for four years. They shall be residents of the City of Chicago.

One member shall have had at least five years' business or administrative experience in the ownership or operation of industrial or commercial enterprises; one member shall be a registered physician who has had at least five years medical practice in one or more of the fields of public health, industrial hygiene or epidemiology; one member shall be at the time of his appointment, and for at least five years prior thereto, actively engaged as a chief operating engineer of a plant containing high pressure boilers, and who is also a licensed engineer; one member shall be at the time of his appointment, and for five years prior thereto, actively engaged as a registered professional engineer in the solid fuel industry or in the construction, design, or operation of fuel-burning, combustion or process equipment; one member shall be at the time of his appointment, and for five years thereto, licensed to practice law in the State of Illinois; two members shall be appointed at large. Members appointed to fill vacancies shall have the same general qualifications required for their predecessors.

Meetings of the appeal board shall be held at the call of the chairman, and at such other times as the appeal board may determine. The appeal board shall have the power to adopt and enforce such rules and regulations as it may deem necessary to carry into effect the appeal powers herein provided and in connection therewith may call upon the advisory board for technical assistance and advice. All hearings conducted by the appeal board shall be open to the public. Any person may appear and testify at a hearing, either in person or by duly authorized representative or attorney.

The appeal board shall keep minutes of its proceedings showing the vote of each member upon each question, or if he is absent or failing to vote, indicating such fact, and shall also keep records of its hearings and other official actions. Every rule and regulation, every amendment or repeal thereof, and every order, requirement, decision, or determination of the appeal board shall be filed immediately in the office of the department and shall be a public record.

A majority of the appeal board is hereby vested with the following jurisdiction and authority:

(1) To decide appeals from any decision, ruling, regulation, determination or order made by the commissioner under this chapter, or failure to act upon request within a reasonable period of the commissioner, in the manner and subject to the standards set out in section 17-2.4 hereof;

(2) To pass upon applications for extensions of time for compliance, or for exemptions or variances in the manner and subject to the standards set out in section 17-2.4 hereof;

(3) To decide all matters referred to it or upon which it is required to pass under this chapter.

17-2.56 (1) The appeal board is given further authority for the granting of individual variances for any fuel-burning, combustion or process equipment or device, beyond the limitations prescribed in sections 17-2.3 and 17-2.4 or any other section of this chapter, except as provided in subsection (3) hereof, whenever it is found, upon the presentation of adequate proof, that because of conditions beyond control compliance with any provision of this chapter or other ordinance relating to atmospheric pollution, or with the code of recommended practices, or any rule, regulation, requirement or order of the commissioner or of the appeal board, or the failure of the commissioner to act on any complaint, will result in an arbitrary and unreasonable taking of property or in the practical closing and elimination of any lawful business, occupation or activity, in either case without a sufficient corresponding benefit or advantage to the people in the reduction of atmospheric pollution; in such case there shall be prescribed other and different requirements not more onerous applicable to plants or equipment involved.

(2) In determining under what conditions and to what extent a variance from any of said requirements is necessary and will be permitted, the appeal board shall exercise a wide discretion in weighing the equities involved and the advantages and disadvantages to the public health, safety and welfare and to any lawful business, occupation or activity involved, resulting from requiring compliance with any such requirement or resulting from granting a variance.

(3) The appeal board is further given authority to grant an individual variation for fuel burning equipment from the provisions of Section 17-2.5(3)(a) hereof under the following conditions:

(a) Said variation shall be limited so that such equipment may be permitted to burn fuel containing percentages of sulfur by weight in excess of the limitations prescribed by said Section 17-2.5(3)(a) hereof whenever an applicant shall establish before the board that it can and will pursue a bona fide program restricting the quantity of fuel burned in said equipment in the aggregate owned or operated in the City of Chicago by said applicant with the effect that:

(1) Such equipment in the aggregate will not emit sulfur compounds in a percentage greater than eighty-three per cent (83%) by weight of the aggregate amounts of sulfur compounds emitted in the year 1967 by said equipment, for each of the two years from and after June 29, 1969.

(2) Such equipment in the aggregate will not emit sulfur compounds in a percentage greater than sixty-six percent (66%) by weight of the aggregate amounts of sulfur compounds emitted in the year 1967 by said equipment, for a period of one year from and after June 29, 1971.

(3) Such equipment in the aggregate will not emit sulfur compounds in a percentage greater than fifty-eight per cent (58%) by weight of the aggregate amounts of sulfur compounds emitted in the year 1967 by said equipment, for a period of one year from and after June 29, 1973.

(4) Such equipment in the aggregate will not emit sulfur compounds in a percentage greater than fifty percent (50%) by weight of the aggregate amounts of sulfur compounds emitted in the year 1967 by said equipment, for each year thereafter.

(b) The variance shall not permit the applicant, in meeting the percentages set forth in (1), (2), (3) and (4) of this subsection to operate his equipment in any calendar month so that the sulphur compound emissions for that month materially exceed such percentages of such emissions in the corresponding calendar month of 1967.

The compensation of each member of the appeal board shall be as set forth in the annual appropriation ordinance.

17-2.57 Any person taking exception to and affected by any final decision, ruling, requirement, rule, regulation or order, or failure to act upon request within a reasonable period of the commissioner, may take an appear to the appeal board as established by this chapter. Such appeal shall be taken within thirty days after receiving notice of such decision, ruling, requirement, rule, regulation or order, or failure to act upon request within a reasonable period, by filing with the commissioner a notice of appeal directed to the appeal board, specifying the grounds thereof and the relief prayed for. The commissioner shall forthwith furnish to the appeal board all the papers relating to the case. Beginning with the date of filing of the appeal, the appeal board, not less than five days nor more than ten days thereafter, shall set a date for the hearing, which shall be held within the following twenty-one days, and shall give written notice thereof by mail to the interested parties. The appeal board may in its discretion grant continuances. Such an appeal shall act as a stay of the decision, ruling, requirement, rule, regulation or order in question until the appeal board has taken final action on the appeal. At the hearing any party may appear in person or by agent or attorney, and present evidence, both written and oral, pertinent to the questions and issues involved, and may examine and cross-examine witnesses. The appeal board, no later than ninety days after the filing date, shall affirm, modify or reverse the decision, ruling, requirement, rule, regulation or order of the commissioner or order him to act. The decision of the appeal board shall be binding on the commissioner.

The provisions of the "Administrative Review Act", approved May 8, 1945, and all amendments and modifications thereof, and the rules adopted pursuant thereto, shall apply and govern all proceedings for the judicial review of final administrative decisions hereunder.

The appeal board at its expense shall provide a stenographer to take the testimony and preserve a record of all proceedings under this chapter. The notice of appeal, the notice of hearing, all other documents in the nature of pleadings and written motions filed in the proceedings, the transcript of testimony and the findings of fact and decisions shall be the record of the proceedings. The appeal board shall furnish a transcript of such record to any person interested as a party to such hearing upon the payment thereof of seventy-five cents per page for each original transcript, and twenty-five cents per page for each carbon copy thereof. However, the charges of any part of such transcript ordered or paid for previous to the writing of the original record shall be twenty-five cents per page.

The appeal board shall not be required to certify any record or file any answer or otherwise appear in any proceeding for judicial review unless the party filing the appeal deposits the sum of ninety-five cents per page representing costs of certification. Failure on the part of the appellant to make such deposits shall be grounds for dismissal of the action. Upon judicial review the secretary of the appeal board shall certify the record.

17-2.58 After any person has been previously notified of three or more violations of this chapter within any consecutive twelve-month period in respect to the emission of smoke, particulate or other matter by the same piece of equipment in excess of the emission limitations herein provided or in respect to violations of other requirements provided in this chapter, such person shall be notified in writing to show cause before the commissioner on a day certain, not less than twenty days from date of service of such notice, why the equipment or process causing such violations should not be sealed. This last notice herein provided for may be given by mail, directed to the last known address of the person to be notified, or if such person or his whereabouts is unknown, then by posting a notice on or near the premises at which the violations shall have occurred. Upon the date specified in the notice such person may appear at such hearing in person or by representative, with or without counsel. If such person fails to appear at such hearing or if upon such hearing the commissioner shall find and determine that the violations are due to defective equipment or equipment which is incapable of being operated within the maximum emission limitations established by or under this chapter, or that corrective measures previously ordered by the commissioner have not been employed to eliminate the causes producing the violations, he may enter an order revoking any certificate or permit outstanding for such equipment or process and directing that the same be sealed by an inspector or other authorized agent of the commissioner.

17-2.59 Upon notice and hearing, if notice and hearing has not previously been provided, the commissioner may order that the use of any fuel-burning, combustion or process equipment or device shall be discontinued and may seal such equipment or process.

(1) As provided in sections 17-2.36 and 17-2.55 of this chapter;

(2) When a certificate of operation is refused in the case of any original, annual or subsequent inspection, because the person required to procure such certificate has not complied with the provisions of this chapter;

(3) In the case of movable equipment, or portable boilers, or vehicles, when immediate correction of a condition causing a violation of this chapter is not made by the operator of such equipment, portable boiler or vehicle when ordered to do so by the commissioner or his authorized representative.

17-2.60 Whenever, in connection with the enforcement of this chapter, any fuel-burning, combustion or process equipment or device, or any plant, building, structure, premises, portable boiler or vehicle, has been sealed at the direction of the commissioner, the seal shall not be broken or removed except on written order of the commissioner. The breaking or removal of this seal without such order shall be a violation of this chapter, and each day such seal remains broken or removed shall constitute a separate offense.

17-2.61 The commissioner, or anyone authorized to act for him, in the performance of his duties and for the purpose of enforcing and administering this chapter or any order, regulation or rule promugated pursuant thereto, or for the purpose of obtaining facts with respect to any complaint or non-compliance, is hereby authorized and empowered to enter into any building, structure, establishment, premises or enclosure or other place at all reasonable hours for the purpose of inspecting any fuel-burning, combustion or process equipment or device situated therein; or to stop, detain and inspect any portable boiler or vehicle; and shall collect and preserve any and all evidence pertaining to any alleged violation of any provision of this chapter. If any person in any way denies, obstructs or hampers such entrance or inspection, the commissioner is hereby authorized to refuse the issuance of any certificate or permit for any fuel-burning, combustion or process equipment or device with respect to which entrance or inspection has been denied in the event one has not been issued, or to revoke any outstanding certificate or permit issued for such equipment or device.

17-2.62 Any person found guilty of violation, disobeying, omitting, neglecting, or refusing to comply with, or resisting or opposing the enforcement of, any of the provisions of this chapter, except when otherwise specifically provided, upon conviction thereof shall be punished by a fine of not less than ten dollars nor more than two hundred dollars for the first offense, and not less than fifty dollars nor more than two hundred dollars for the second and each subsequent offense, in any ninety day period. A separate and distinct offense shall be regarded as committed each day on which such person shall continue or permit any such violation, or failure to comply is permitted to exist after notification thereof. In addition to such fines and penalties, the permit, or certificate or operation of such person, or of the offending property, may be suspended or revoked, as hereinbefore provided.

17-2.63 All persons causing, participating in, or permitting any violation of any provision of this chapter shall be severally or jointly liable therefor and as such subject to the fines and penalties provided by this chapter.

17-2.64 Prosecutions under this chapter shall be instituted by the commissioner and shall be prosecuted in the name of the city.

The issuance and delivery by the commissioner of any permit, certificate for installation, erection, construction, reconstruction, repair, alteration, or addition thereto, of any fuel-burning, combustion or process equipment or device, or any appurtenance thereto, or certificate for use or operation of any such property, or permit to maintain an open fire, or permit to operate any portable boiler or vehicle, shall not be held to exempt any person to whom any such permit or certificate has been issued or delivered, or who is in possession of any such permit or certificate, from prosecution on account of the emission of smoke, particulate or other matter in violation of this chapter, caused or permitted by any such person or persons, or any other violation of the provisions of this chapter by such person or persons.

17-2.65 If any provision, clause, sentence, paragraph, section, or part of this chapter, or application thereof to any person, firm, corporation or circumstance, shall, for any reason, be adjudged by a court of competent jurisdiction to be unconstitutional or invalid, said judgment shall not affect, impair or invalidate the remainder of this chapter and the application of such provision to other persons, firms, corporations or circumstances, but shall be confined in its operation to the provision, clause, sentence, paragraph, section, or part thereof directly involved in the controversy in which such judgment shall have been rendered and to the person, firm, corporation or circumstance involved. It is hereby declared to be the legislative intent of the city council that this chapter would have been adopted had such invalid provision or provisions not been included.

17-2.66 Any prosecution arising from a violation of any ordinance or part of ordinance repealed herein or hereby, whether expressly or by implication, which prosecution may be pending at the time this chapter becomes effective, or any prosecution which may be started within one year after the effective date of this chapter, in consequence of any violation of any ordinance or part of ordinance so repealed, which violation was committed previous to the effective date of this chapter, shall be tried and determined exactly as if such ordinance or part thereof had not been repealed.

17-2.67 This article shall not be considered or construed as in any way repealing, modifying or nullifying any other ordinance of the city or the provisions of this code or any rules and regulations thereunder, except those ordinances or provisions expressly repealed hereby. This article shall be deemed to be concurrent with and supplemental to any ordinances of the city or any provisions of this code.

## Article III

## INDUSTRIAL WASTE CONTROL

17-3.1 Unless otherwise specifically indicated, the meaning of the terms used in this Article shall be as follows:

(a) "Commissioner" shall mean the Commissioner of Environmental Control of the City of Chicago.

(b) "Combined sewer" shall mean a sewer receiving both surface runoff and sewage.

(c) "Garbage" shall mean solid wastes from the preparation, cooking and dispensing of food, and from the handling, storage or sale of meat, fish, fowl, fruit, or vegetables and condemned food.

(d) "Ground or comminuted garbage" shall mean wastes from the preparation, cooking and dispensing of foods that has been comminuted to such a degree that all particles will be carried freely in suspension under conditions normally prevailing in public sewers, with no particle greater than one-half inch in any dimension.

(e) "Industrial wastes" shall mean the solids, liquid or gaseous wastes resulting from any industrial, manufacturing, trade or business process or from the development, recovery or processing of natural resources.

(f) The term "Other Wastes" shall mean decayed wood, sawdust, shavings, bark, lime, refuse, ashes, garbage, offal, oil, tar, chemicals and all other substances except sewage and industrial wastes.

(g) "Intercepting sewer" shall mean any sewer built, acquired, or maintained by The Metropolitan Sanitary District of Greater Chicago for the purpose of receiving sewage or combined sewage and storm flow from one or more local sewers.

(h) "The Metropolitan Sanitary District of Greater Chicago" shall mean the municipal corporation organized and existing under the laws of the State of Illinois enacted by the Illinois State Legislature July 1, 1889, entitled "An Act to Create Sanitary Districts and to Remove Obstructions in the Des Plaines and Illinois Rivers", as amended, and shall hereafter be referred to as the Sanitary District.

(i) "Natural outlet" shall mean any outlet into a water-course, pond, ditch, lake, or other body of surface water.

(j) "Person" shall be as defined in Section 17-2.1 of this chapter.

(k) "Pollution" shall mean the discharge of deposit in or upon such waters of sewage, industrial wastes, or other wastes containing soluble or insoluble solids of organic or inorganic nature which may deplete the dissolved oxygen content of such waters, contribute settleable solids that may form sludge deposits, contain oil, grease, or floating solids which may cause unsightly appearance on the surface of such waters, or contains soluble materials detrimental to aquatic life, all beyond the content of such like substances present in an equal volume of the effluent discharge from the sewage treatment works of the Sanitary District into similar receiving waters.

(l) "Sewage" shall mean a combination of water carried wastes from residences, business buildings, institutional, and industrial establishments, together with such ground, surface and storm waters as may be present.

(m) "Sewage Treatment Works" shall mean the arrangement of devices and structures for treating sewage and industrial wastes.

(n) "Sewage Works" shall mean all facilities for collecting, pumping, treating and disposing of sewage and industrial wastes.

(o) "Sewer" shall mean a pipe or conduit for carrying sewage or other waste liquids.

(p) "Sewage System" shall mean the network of sewers and appurtenances for collection, transportation, and pumping of sewage and industrial wastes.

(q) "Storm sewer" shall mean a pipe or conduit which carries storm, surface water and drainage but excludes sewage and industrial wastes. It may, however, carry cooling waters and unpolluted waters.

(r) The term "toxic substances" shall mean any substance whether gaseous, liquid or solid which when discharged into the sewer system in sufficient quantities will interfere with any sewage treatment process, or will constitute a hazard to human beings or animals, or will inhibit aquatic life or create a hazard to recreation in the receiving waters of the effluent from the sewage treatment works of The Metropolitan Sanitary District of Greater Chicago.

(s) The term "Waters" shall mean all waters of any river, stream, water course, pond, or lake wholly or partly within the territorial boundaries of the City of Chicago.

(t) "Water-course" shall mean any channel, natural or artificial, whether lined or unlined, for drainage of storm water, ground water or clear water.

17-3.2 It shall be unlawful for any person to install any drain outlet or other facility for the discharge, into any of the waters or water courses within or adjoining the City of Chicago, or any industrial wastes or other wastes that will cause the pollution of such waters or water courses, without having obtained a written permit from the Commissioner; and no changes, additions or extensions to any such existing drain outlet or other facility for such discharge, shall be made without having obtained a written permit for the same from the Commissioner.

17-3.3 Whenever an industrial plant or other establishment discharges or proposes to discharge industrial wastes into any waters, sewer, drain, water course or natural outlet in the City of Chicago and it becomes necessary either to:

(a) Reduce or modify the objectionable characteristics or constituents of such industrial wastes to meet the limits or requirements provided for in Section 17.3.4 hereof, and to prevent pollution; or to

(b) Control the quantities and rates of discharge of such industrial wastes over a twenty-four (24) hour day and a seven (7) day week to prevent surge discharges which may place an unreasonable burden upon the sewage works of The Metropolitan Sanitary District of Greater Chicago;

the Commissioner shall require the owner, operator or tenant of such industrial plant, or other establishment, to provide adequate preliminary treatment or handling facilities to accomplish such a result. Before any permit for the construction of preliminary treatment or handling facilities shall be issued, plans, specifications and other pertinent data or information relating to such proposed treatment or handling facilities shall be submitted by the industry for the approval of the Commissioner. No permit shall be issued and no construction of such facilities shall be commenced without the prior written approval of the Commissioner; and no substantial alteration or addition to or in the sewer or drain or in the preliminary treatment or handling facilities shall be made without the prior written approval of the Commissioner.

17-3.4 Except as otherwise provided herein, no person shall discharge or cause to be discharged any of the following described wastes or waters into any sewer, water course, natural outlet or waters within or partially within or adjoining the boundaries of the City of Chicago:

(a) Water or wastes containing more than 100 parts per million (833 pounds per million gallons) of fats, oils or greases if such water or wastes are in the opinion of the Commissioner, sufficient (1) to interfere with the biological processes of a sewage treatment plant; (2) interfere with proper operation of the sewage works; (3) cause obstruction to flow in sewers; (4) cause pollution as herein defined.

(b) Liquids, solids, or gases which by reason of their nature or quantity are sufficient to cause fire or explosion or be injurious in any way to the sewage works structures or to the operation of the sewage works.

(c) Noxious or malodorous liquids, gases or substances which whether singly or by interaction with other wastes are sufficient to create a public nuisance or hazard to life or are sufficient to prevent entry into the sewers for their maintenance and repair.

(d) Water or wastes having a pH lower than 4.5 or higher than 10.0 or having corrosive properties sufficient to cause damage or hazards to structures, equipment, or personnel of the sewage works or of interfering with the proper operation of the sewerage system or sewage treatment works.

(e) Water or wastes containing toxic substances in quantities which are sufficient to interfere with the biological processes of the sewage treatment works.

(f) Garbage that has not been ground or comminuted to such a degree that all particles will be carried freely in suspension under conditions normally prevailing in public sewers, with no particle greater than one-half inch in any dimension.

(g) Radio-active wastes unless they comply with the Atomic Energy Commission Act of 1954 (68 Stat. 919 as amended and Part 20, Sub-Part D-Waste Disposal, Section 20.303, of the Regulations issued by the Atomic Energy Commission), or amendments thereto.

(h) Solid or viscous wastes which cause obstruction to the flow in sewers or other interference with the proper operation of the sewerage system or sewage treatment works, such as grease, uncomminuted garbage, animal guts or tissues, paunch manure, bone, hair, hides, fleshings, entrails, feathers, sand, cinders, ashes, spent lime, stone or marble dust, metal, glass, straw, shavings, grass clippings, rags, spent grain, waste paper, wood, plastic, gas tar, asphalt, residues, residues from refining or processing of fuels or lubricating oil, gasoline, naptha, and similar substances.

(i) Liquids or vapors having a temperature higher than 150° F. at the point of entrance into a public sewer.

17-3.5 Wherever possible clean waters from air conditioning, cooling or condensing systems or from swimming pools or clean waters resulting from pre-treatment of industrial wastes shall be discharged into a storm sewer, combined sewer or natural outlet approved by the Commissioner.

17-3.6 Any person discharging industrial wastes into a sewer shall construct and maintain a suitable control manhole or manholes downstream from any such places of discharge to permit observation, measurement and sampling of such wastes by the Commissioner or by personnel of the Sanitary District as hereinafter provided. Where no manhole has been constructed or can be constructed, as in the case of some existing industries, the control manhole shall be considered to be the nearest downstream manhole in the public sewer to the point at which the building sewer is connected.

17-3.7 The Commissioner shall have the right to enter and set up, on the owner's property, such devices as may be necessary to conduct a gauging and sampling operation after first giving ten days advance notice of his intention so to do. While performing said gauging and sampling, the Commissioner or his representative and anyone performing said work in his behalf shall observe and comply with all Safety Rules applicable to the premises, established by the said owner or occupant.

The Commissioner is hereby authorized to make arrangements for the Sanitary District, without incurring any legal or financial obligation upon the City of Chicago, to undertake and conduct such gauging and sampling operations, in its behalf; and to provide the necessary devices and facilities as well as the personnel, and also to make the analyses of samples of such wastes, as hereinafter provided, in its own laboratories and other facilities or equipment; provided, that no such arrangements with the Sanitary District shall place any personnel of the Sanitary District under the control of the Commissioner or cause such personnel of the Sanitary District to be treated as employees of the City of Chicago for any purpose whatsoever.

17-3.8 All analyses to determine the strength and character of industrial wastes shall be made in accordance with the latest edition of "Standard Methods for the Examination of Water and Sewage" prepared and published jointly by the American Public Health Association, American Water Works Association, and the Water Pollution Control Federation. Strength, character and quantity of wastes shall be based on composite samples taken over a 24-hour or longer period from the flow from all plant outlets discharging into a single public sewer.

17-3.9 Application for permission to connect an industrial waste sewer into any sewer of the City of Chicago or to discharge into any waters, water course or channel within the City of Chicago shall be made on a standard form obtainable from the office of the Bureau of Sewers, Department of Water and Sewers of the City of Chicago.

17-3.10 Whenever the Commissioner shall determine that sewage or industrial wastes or other wastes are being discharged into any of the said waters, water courses, natural outlets or sewers of the City of Chicago, which in the opinion of said Commissioner pollutes said waters or water courses or interferes with the operation of the sewerage system of the City of Chicago or with the operation of the sewage treatment works, by the Sanitary District, to which the latter is connected, said Commissioner may order whomsoever causes such discharges to show cause before him why such discharge should not be discontinued. In such case a notice shall be served on the offending person directing him to appear before such Commissioner to show cause why an order should not be made directing the discontinuance of such discharge. Such notice shall specify the time and place of such hearing and shall be served personally or by registered mail at least ten (10) days before such hearing. Said Commissioner or his duly accredited representative may take evidence with reference to said offense at such hearing and upon its conclusion the Commissioner, if he finds a violation of this Article, may issue an order to such offending party directing that within a specified period of time thereafter such discharge be discontinued unless adequate treatment works shall have been installed or existing treatment works shall have been made adequate and shall be so operated as to eliminate such pollution.

17-3.11 Any permit authorized and issued under the provisions of this Article may, when necessary, in the opinion of the Commissioner, to prevent pollution of waters, water courses, or to prevent interference with the efficient operation of the sewage system of the City of Chicago or of the system and works of the Sanitary District for the collection and treatment of the sewage of the City of Chicago, be revoked or modified by the Commissioner, after investigation, notice and hearing as provided in the preceding Section 17-3.10 hereof.

17-3.12 An Appeal Board, to be appointed by the Mayor, by and with the consent of the City Council is hereby established. The Appeal Board shall consist of three members, one of whom shall be designated by the Mayor as Chairman, and two of whom shall constitute a quorum. They shall be appointed for a term of three years, or until their respective successors are appointed and qualified, except that of the initially appointed appeal board, one member shall serve for one year, one member for two years, and one member for three years.

One member shall have had at least five years business or admininstrative experience in the ownership or operation of industrial or commercial enterprises; one member shall at the time of his appointment and for at least five years prior thereto have been actively engaged in the field of sanitation and sewage or industrial waste disposal; one member shall be at the time of his appointment and for at least five years prior thereto actively engaged as a registered professional engineer having special competence in the field of sanitary engineering. Members appointed to fill vacancies shall have the same general qualifications required for their predecessors.

Meetings of the Appeal Board shall be held at the call of the Chairman, and at such other times as the Appeal Board may determine. The Appeal Board shall have the power to adopt and enforce such rules and regulations as it may deem necessary to carry into effect the appeal powers herein provided. All hearings conducted by the Appeal Board shall be open to the public. Any person may appear and testify at a hearing, either in person or by duly authorized representative or attorney.

The Appeal Board shall keep minutes of its proceedings showing the vote of each member upon each question, or if he is absent or failing to vote, indicating such fact, and shall also keep records of its hearings and other official actions. Every rule and regulation, every amendment or repeal thereof, and every order, requirement, decision or determination of the Appeal Board shall be filed immediately in the Office of the Commissioner and shall be a public record.

A majority of the Appeal Board shall be hereby vested with the following jurisdiction and authority:

1) to decide appeals from any decision, ruling, determination, or order made by the Commissioner under this chapter, or failure by the Commissioner to act upon a request within a reasonable period, in the manner and subject to the standards set out in Section 17-3.13 hereof;
2) to pass upon applications for extensions of time for compliance;
3) to decide all matters referred to it or upon which it is required to pass under this Article.

The compensation of each member of the Appeal Board shall be as set forth in the annual appropriation ordinance.

17-3.13 Any person taking exception to and effected by any final decision, ruling, requirement, order, or failure to act upon request within a reasonable period by the Commissioner, may take an appeal to the Appeal Board as established by this Article. Such appeal shall be taken within thirty days after receiving notice of such decision, ruling, requirement, order, or failure to act upon request within a reasonable period, by filing with the Commissioner a notice of appeal directed to the Appeal Board, specifying the grounds thereof and the relief prayed for. The Commissioner shall forthwith furnish to the Appeal Board all the papers relating to the case, including the transcript of any hearing before the Commissioner. The Appeal Board not less than five days and not more than ten days after the date of filing the appeal, shall set a date for the hearing and shall give notice thereof by mail to the interested parties. The Appeal Board may in its discretion grant continuances. Such an appeal shall act as a stay of the decision, ruling, requirement, or order in question until the Appeal Board has taken final action on the appeal. At the hearing any party may appear in person or by agent or attorney, and present evidence, both written and oral, pertinent to the questions and issues involved, and may examine and cross-examine witnesses. A party may rely, in whole or in part, on evidence adduced in a hearing before the Commissioner under Section 17- , hereof. Such reliance shall not affect or limit the right of a party to cross-examine witnesses, adduce additional evidence or present argument. The Appeal Board, after the hearing, shall affirm, modify or reverse the decision, ruling, requirement, rule, regulation or order of the Commissioner or order him to act. The decision of the Appeal Board shall be binding on the Commissioner.

The provisions of the "Administrative Review Act" approved May 8, 1945, and all amendments and modifications thereof, and the rules adopted pursuant thereto, shall apply and govern all proceedings for the judicial review of final administrative decisions hereunder.

The Appeal Board at its expense shall provide a stenographer to take the testimony and preserve a record of all proceedings under this Article. The notice of appeal, the notice of hearing, all other documents in the nature of pleadings and written motions, filed in the proceedings, the transcript of testimony and the findings of fact and decisions shall be the record of the proceedings. The Appeal Board shall furnish a transcript of such record to any person interested as a party to such hearing upon the payment thereof of seventy-five cents per page for each original transcript, and twenty-five cents per page for each carbon copy thereof. However, the charges of any part of such transcript ordered or paid for previous to the writing of the original record shall be twenty-five cents per page.

The Appeal Board shall not be required to certify any record or file any answer or otherwise appear in any proceeding for judicial review unless the party filing the appeal deposits the sum of ninety-five cents per page representing costs of certification. Failure on the part of the appellant to make such deposits shall be grounds for dismissal of the action. Upon judicial review the secretary of the Appeal Board shall certify the record.

17-3.14 If any person discharges sewage or industrial wastes or other wastes into the aforesaid waters, water courses or sewerage system in violation of any of the provisions of Sections 17-3.2, 17-3.3, 17-3.4, or 17-3.5 of this Article or of the unappealed final order or requirement of the Commissioner, made pursuant to the provisions of Section 17-3.10 hereof or of the Appeal Board resulting from an appeal to the latter, an action may be brought by the Corporation Counsel of the City of Chicago for a fine as prescribed in Section 17-3.10 or for an injunction or other chancery relief to discontinue such discharge.

17-3.15 Whoever violates any of the provisions of Section 17-3.2, 17-3.3, 17-3.4 or 17-3.5 of this Article or refuses to comply with the unappealed final order or requirement of the Commissioner, made pursuant to the provisions of Section 17-3.10 hereof or of the Appeals Board resulting from an appeal to the latter shall be fined not more than five hundred dollars ($500.00). Each day's continuance of such violation or failure to comply shall constitute a separate offense.

### Article IV

### Noise and Vibration Control

17-4.1 No person shall make, or cause, permit or allow to be made, upon a public way, or in such close proximity to a public way as to be distinctly and loudly audible upon such public way, any noise of any kind by crying, calling or shouting or by means of any whistle, rattle, bell, gong, clapper, hammer, drum, horn, hand organ, mechanically operated piano, other musical instrument, wind instrument, sound amplifier, or similar mechanical device; provided, that the said restrictions shall not apply to any licensed peddler crying or calling for the purpose of advertising goods, wares or merchandise when lawfully using any public alley in the city between the hours of 11 a.m. and 6 p.m.

17-4.2 No person shall use or perform any hand organ or other musical instrument or device, for pay or in expectation of payment, in any public way or public place of the city before nine o'clock a.m. or after nine o'clock p.m. of any day, under a penalty of not less than ten dollars nor more than twenty-five dollars for each offense.

17-4.3 All rails, pillars, and columns of iron, steel, or other metal which are being transported on the public ways of the city shall be so loaded as to avoid causing loud noises or disturbing the peace and quiet of such public ways, under a penalty of not more than twenty-five dollars for each offense.

17-4.4 No person shall blow or cause to be blown, within the city the steam whistle of any stationary steam plant as a signal for commencing or suspending work, or for any other purpose.

This section shall not be construed as forbidding the use of steam whistles as alarm signals in case of fire, collision, or other imminent danger.

17-4.5 It shall be unlawful for any person to construct or maintain, within two hundred feet of any residence, a factory wherein are used pneumatic hammers or other apparatus which cause loud or unusual noises. Any person violating any of the provisions of this section shall be fined not less than twenty-five dollars nor more than one hundred dollars for each offense, and each day's violation shall be considered a separate and distinct offense.

17-4.6 It shall be unlawful for any person to use any pile driver, shovel, hammer, derrick, hoist, tractor, roller or other mechanical apparatus operated by fuel or electric power in building or construction operations between the hours of 9:30 o'clock in the evening and 8:00 o'clock in the morning, except for work on public improvements and work of public-service utilities, within 600 feet of any building used for residential or hospital purposes.

Any person violating this section shall be fined not less than fifty dollars for each offense, and each day's violation of the same shall constitute a separate and distinct offense.

17-4.7 It shall be unlawful for any person to operate the motor of a motor vehicle of a weight in excess of five tons for a consecutive period longer than two minutes while such vehicle is standing on private property located within 150 feet of property zoned and used for residential purposes except where such vehicle is standing within a completely enclosed structure.

This section shall not apply to buses operated for the transportation of passengers by any political subdivision of the state of Illinois while standing in established bus turn-arounds, bus terminals, bus-parking lots and bus-storage yards.

17-4.8 No person owning, or in possession or control of any building or premises shall use the same, permit the use of the same, or rent the same to be used for any business or employment, or for any purpose of pleasure or recreation, if such use shall, by its boisterous nature, disturb or destroy the peace of the neighborhood in which such building or premise is situated, or be dangerous or detrimental to health.

17-4.9 Any property use established in a Manufacturing District as defined and designated under the provisions of the Chicago Zoning Ordinance (Municipal Code of Chicago, Chapter 194A), shall be so operated as to comply with the performance standards governing noise set forth hereinafter for the district in which such use shall be located, provided that such performance standards shall not be applicable to the structural alteration or relocation of existing buildings occurring hereafter or the enlargement, expansion or addition to existing uses occurring hereafter when such alteration, relocation, enlargement, expansion or addition takes place upon property which, at the time of the passage of this comprehensive amendment, is owned or occupied by the same person, firm or corporation, or their respective heirs, legal representatives or successors, making such alteration, relocation, enlargement, expansion or addition and, provided further, that such performance standards also shall not be applicable to new construction by such owner or occupier upon previously undeveloped property which, at the time of such construction, is contiguous to an existing manufacturing use and, at the time of the passage of this comprehensive amendment, is being held by such owner or occupied for development for manufacturing purposes. All such construction, alteration, relocation, enlargement, expansion or addition to which the performance standards hereinafter set forth shall not be applicable shall, nevertheless, be controlled so as not to become a nuisance to adjacent uses.

17-4.10 Sound levels shall be measured with a sound level meter and associated octave band filter manufactured according to standards prescribed by the American Standards Association. Measurements shall be made using the flat network of the sound level meter. Impulsive type noises shall be subject to the performance standards hereinafter prescribed provided that such noises shall be capable of being accurately measured with such equipment. Noises capable of being so measured, for the purpose of this comprehensive amendment, shall be those noises which cause rapid fluctuations of the needle of the sound level meter with a variation of no more than plus or minus two decibels. Noises incapable of being so measured, such as those of an irregular and intermittent nature, shall be controlled so as not to become a nuisance to adjacent uses.

17-4.11 In all instances in which an M2 General Manufacturing or M3 Heavy Manufacturing District does not adjoin a Residence or Business District, the performance standards governing noise for the M1 Restricted Manufacturing Districts shall apply at the nearest Residence or Business District boundary line, as these districts are defined and designated under the provisions of the Chicago Zoning Ordinance (Municipal Code of Chicago, Chapter 194A).

17-4.12 In the M1-1 to M1-5 Zoning Districts inclusive, at no point on the boundary of a Residence or Business Zoning District shall the sound pressure level of any individual operation or plant exceed the decibel levels in the designated octave bands shown below for the Zoning districts indicated:

| *Octave Band Cycles Per Second* | *Along Residence District Boundaries— Maximum Permitted Sound Level in Decibels* | *Along Business District Boundaries— Maximum Permitted Sound Level in Decibels* |
|---|---|---|
| 0 to 75 | 72 | 79 |
| 75 to 150 | 67 | 74 |
| 150 to 300 | 59 | 65 |
| 300 to 600 | 52 | 59 |
| 600 to 1200 | 46 | 53 |
| 1200 to 2400 | 40 | 47 |
| 2400 to 4800 | 34 | 41 |
| above 4800 | 32 | 39 |

17-4.13 In the M2-1 to M2-5 Zoning Districts inclusive at no point either on the boundary of a residence or business district or at 125 feet from the nearest property line of a plant or operation, whichever distance is greater, shall the sound pressure level of any individual operation or plant exceed the decibel levels in the designated octave bands shown below for the Zoning districts included:

| *Octave Band Cycles Per Second* | *Maximum Permitted Sound Level in Decibels Along Residence District Boundaries or 125 feet from Plant or Operation Property Line* | *Maximum Permitted Sound Level in Decibels Along Business District Boundaries or 125 feet from Plant or Operation Property Line* |
|---|---|---|
| 0 to 75 | 72 | 79 |
| 75 to 150 | 67 | 74 |
| 150 to 300 | 61 | 68 |
| 300 to 600 | 55 | 62 |
| 600 to 1200 | 50 | 56 |
| 1200 to 2400 | 45 | 51 |
| 2400 to 4800 | 41 | 47 |
| above 4800 | 38 | 44 |

17-4.14 In the M3-1 to M3-5 Zoning Districts inclusive, at no point either on the boundary of a residence or business district or at 125 feet from the nearest property line of a plant or operation, whichever distance is greater, shall the sound pressure level of any individual operation or plant exceed the decibel levels in the designated octave bands shown below for the Zoning districts included:

| *Octave Band Cycles Per Second* | *Maximum Permitted Sound Level in Decibels Along Residence District Boundaries or 125 feet from Plant or Operation Property Line* | *Maximum Permitted Sound Level in Decibels Along Business District Boundaries or 125 feet from Plant or Operation Property Line* |
|---|---|---|
| 0 to 75 | 75 | 80 |
| 75 to 150 | 70 | 75 |
| 150 to 300 | 65 | 70 |
| 300 to 600 | 59 | 64 |
| 600 to 1200 | 63 | 58 |
| 1200 to 2400 | 48 | 53 |
| 2400 to 4800 | 44 | 49 |
| above 4800 | 41 | 46 |

17-4.15 Any property use established in a Manufacturing District shall be so operated as to comply with the performance standards governing vibration set forth hereinafter for the Zoning district in which such use shall be located. No use already established on the effective date of this amendment shall be so altered or modified as to conflict with, or further conflict with, the performance standards governing vibration established hereinafter for the Zoning district in which such use is located.

17-4.16 In the M1-1 to M1-5 Zoning Districts inclusive, any use or portion thereof creating intense earth-shaking vibrations such as are created by heavy drop forges, or heavy hydraulic surges shall be set back at least 300 feet from the lot lines on all sides, except for lot lines adjoining an M3 Zoning District where such set back shall not be required, but in no case shall any such vibration be allowed to create a nuisance or hazard beyond the lot lines.

17-4.17 In the M2-1 to M2-5 Zoning Districts inclusive, any use or portion thereof creating intense earth-shaking vibrations such as are created by heavy drop forges, or heavy hydraulic surges, shall be set back at least 300 feet from the boundary of a Residence, Business, or Commercial Zoning District and at least 150 feet from the boundary of an M1 Zoning District, unless such operation is controlled in such a manner as to prevent transmission beyond the lot lines of earthshaking vibrations perceptible without the aid of instruments.

17-4.18 In the M3-1 to M3-5 Zoning Districts inclusive, the performance standards governing vibration in the M2 Zoning Districts shall apply.

17-4.19 Any person violating any of the provisions of this Article shall be fined not less than five dollars and not more than two hundred dollars for each offense, except where otherwise specifically provided. A separate and distinct offense shall be held to have been committed each day any person continues to violate any of the provisions of this Article.

## Article V

### HARBOR POLLUTION CONTROL

17-5.1 No person shall throw, discharge, dump, or deposit, or cause, suffer, or procure to be thrown, discharged, dumped or deposited, in the harbor or anywhere in Lake Michigan, within ten miles of the corporate limits, any clay, earth, ashes or other heavy substance, filth, logs, floating matter, obstructions or refuse, unless said material shall be placed inside of a breakwater so arranged as not to permit the escape of such clay, earth, ashes or other heavy substance or substances, filth, logs, floating matter, obstructions or refuse into the body of Lake Michigan.

No tug owner, captain, or other person in charge or command of a tug shall tow inside the harbor any dumping scow or like vessel, with or without a collapsible or adjustable botttom, loaded with clay, earth, ashes or other heavy substance, filth, logs, floating matter, obstructions or any refuse, unless there is on board at the time of such towing an inspector from the Department of Environmental Control.

17-5.2 No person shall throw, dump, place, deposit or cause or permit to be thrown, dumped, placed or deposited any pollutant as defined in Section 31-21(k) of this Code, or any garbage, refuse, filth, putrid or unwholesome substance, or the contents of any toilet or head, catchbasin, or grease trap upon the margin or banks, or within the limits or into the waters of the harbor. Discharge of any of the aforementioned pollutants within the radius of four miles of any domestic raw water intake is further expressly prohibited.

17-5.3 In addition to the pollutants enumerated in Section 17-5.2 aforesaid, no operator of any vessel, craft, floats or motor boat shall discharge, dump or deposit into the harbor any fuel, solid or liquid, or the contents of any ballast tank, bilge tank or other receptacle capable of causing pollution of waters.

17-5.4 All vessels, craft, floats and motor boats equipped with toilets, heads, urinals, or capable of discharging galley wastes which have not been discharged through a grease trap or grease interceptor, or solid or liquid waste from shipboard hospital facilities, shall be equipped with a waste retention tank of approved type and capacity to store such waste material for subsequent disposal at a shoreside facility.

17-5.5 A treatment system, utilizing a method of waste treatment approved by the Commissioner of Environmental Control and complying with the Rules and Regulations Establishing Water Quality Criteria for Lake Michigan as set by the Illinois Sanitary Water Board may be permissible on vessels, crafts, floats or motor boats operating in harbor waters in lieu of a retention tank. The effluent of any waste treatment system not meeting the approved standard of the Illinois Sanitary Water Board shall be discharged and collected in a retention tank while such vessel, craft, floats or motor boat is located or operating within the harbor of Chicago. All such waste retention tanks must be properly equipped with pumps and piping so that wastes can be discharged from a connection located above the water line to approved shore-based or floating installations.

17-5.6 Every wharf, dock, pier, seawall, slip, riverbank retaining wall, riverbank bulkhead, dolphin, boom, bulkhead, jetty, mooring facility, piling, sheeting or other similar structure on or appurtenant to premises abutting on the harbor which has disintegrated, rotted, deteriorated, or is otherwise out of repair, or is in unsanitary condition, or in an unsafe or dangerous condition, or which in any manner endangers the health or safety of any person or persons, or which in any manner endangers navigation is hereby declared to be a harbor pollution.

17-5.7 The Commissioner of Environmental Control shall have the authority to promulgate rules and regulations necessary to the effective control of harbor pollution.

Any person who violates any of the provisions of Sections 17-5.1, 17-5.2, 17-5.3, 17-5.4, and 17-5.5, shall be fined not less than $50.00 nor more than $200.00 for each offense and each day's continuance of such violation shall constitute a separate offense.

17-5.8 No person being a manufacturer of gas, or engaged about the manufacture thereof, shall throw, deposit, or allow to run, or permit to be thrown or deposited into the harbor, or into any sewer therewith connected, any gas-tar or any refuse matter of or from any gas house, works, or manufactory.

17-5.9 It shall be unlawful for any dredge or other machine to cut clay or dredge sand or other material from the bed or bottom of the harbor, unless the person present conducting such work has in his possession a permit in writing from the Department of Environmental Control, in which permit the location and time occupied in such work shall be specified. The person conducting such work shall produce such permit on demand of any dredging inspector, the Commissioner or any of his assistants.

## Article VI

### DUMPING OF REFUSE

17-6.1 No person shall dump or deposit or cause to be dumped or deposited anywhere within the City, any garbage, ashes, refuse, trash, rubbish, miscellaneous waste, manure or other substance that may contain disease germs or be scattered by the wind, or decompose, or become filthy, noxious or unhealthful, except at a sanitary landfill site for which a permit has been properly issued by the Commissioner of Environmental Control. Such dumping without a permit is hereby delared to be a nuisance.

17-6.2

(a) The Commissioner of Environmental Control is hereby authorized and directed to make such rules and regulations as are necessary to effectuate the purpose of this Article.

(b) Application for such permit to operate a sanitary landfill on private property shall be accompanied by:

1. The written consent of the owner or his authorized agent and evidence of payment of real estate property taxes.
2. An indemnifying bond with good and sufficient sureties approved by the City Comptroller in the penal sum of $50,000.00 conditioned that the said applicant will comply with the regulations of this code and the rules and regulations of the Commissioner of Environmental Control pertaining to the dumping of the above-mentioned substances.
3. A plat plan and survey, together with engiineering survey and report which shall include a description of the property, the method of operation, the type of available cover, fencing, water pumping equipment, fire fighting equipment, access roads, equipment storage, lights, rodent control measures, water drainage (including grade and area), and the direction of fill.

4. Approval by the Zoning Administrator.

17-6.3 Upon receipt of such application, the Commissioner of Environmental Control shall give notice in writing to the Alderman of the Ward in which such dumping is to be done, that such application has been made. Such application shall be held in abeyance until an intervening council meeting is held or written waiver of objection or written consent by the Alderman is received.

17-6.4 Permit fees shall be as follows:

25 acre tract or less — $1,300.00 annually
26 to 50 acre tract — $2,600.00 annually
51 to 75 acre tract — $3,900.00 annually
Over 75 acre tract—$5,200.00 annually

17-6.5 The Commissioner of Environmental Control shall issue a permit for a sanitary landfill if there is compliance with all sections of this chapter and any other chapter of the Municipal Code of Chicago applicable thereto. Prior to the issuance of said permit, the Commissioner may request the approval of any other department of the City of Chicago.

17-6.6 All refuse deposited at site shall be compacted in layers. The layers of compacted refuse shall not exceed eight feet in height for each lift. Water wells located in the general area of sanitary landfills shall be subject to inspection and approval by the Department of Health of the City of Chicago and wells not considered safe from possible pollution or contamination shall be modified in such a way as to make their continued use safe.

17-6.7 Proper drainage, water pumping or treatment shall be provided for the fill itself. Fill may not be so implaced as to prevent a run-off for adjacent land.

17-6.8 Cover material must be earth, sandy loam, slag from steel mills or similar material approved by the Department of Environmental Control.

17-6.9 All refuse dumped must be covered daily by at least six inches of cover. Final cover shall be compacted to a depth of not less than 24 inches. Where the "trench system" of sanitary landfill is used successive parallel trenches must be at least two (2) feet apart.

17-6.10 Final grade shall be determined by the Department of Environmental Control depending on the particular site. Permit shall specify the grade to which the dumping authorized thereby is permitted and dumping in excess of the grade set forth in the permit shall constitute a violation of the permit.

17-6.11 Inspection of all dumping operations shall be under the jurisdiction of the Commissioner of Environmental Control. Inspections as necessary shall be made by a Sanitary Engineer who is qualified by both education and experience.

17-6.12 Dumping permits may be revoked by the Mayor upon recommendation of the Commissioner of Environmental Control for cause.

17-6.13 No ground or material filled with offensive matter or substance that will emit or allow to arise through or from the same any offensive smell or deleterious exhalation shall be opened or turned up, or the surface thereof removed, between the first day of May and the first day of October of any year, except according to permit first therefor obtained from the Commissioner of Environmental Control.

*Section 2.* That Sections 21-34 and 21-35 inclusive of Chapter 21; Sections 31-2.1 to 31-2.15, inclusive, of Chapter 31; Sections 38-8 to 38-12, inclusive, of Chapter 38 and Sections 99-4.2, 99-36.1, 99-36.2, 99-36.3, 99-36.4, 99-36.5, 99-36.6, 99-36.7, 99-36.8, 99-36.9, 99-36.10, 99-37, 99-56, 99-57, 99-58, 99-59, 99-60, 99-60.1, 99-60.2 and 99-61, of Chapter 99, all a part of the Municipal Code of Chicago be, and the same hereby are cancelled, nullified, repealed and held for naught.

*Section 3.* That all of the powers, duties and activities now being performed by the department or department head assigned to perform said powers, duties and activities in the Chapters and Sections cancelled, nullified, repealed and held for naught in Section 2 hereof, be and the same shall continue and inure to and under the jurisdiction and control of the Commissioner of Environmental Control.

*Section 4.* This ordinance shall be in full force and effect from and after January 1, 1970.

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### *Action Deferred*—ON PROPOSED ORDINANCE TRANSFERRING FUNCTIONS OF BUREAU OF FORESTRY, PARKWAYS AND BEAUTIFICATION FROM DEPT. OF PUBLIC WORKS TO DEPT. OF STREETS AND SANITATION.

The Committee on Finance submitted the following report, which was, at the request of two aldermen present (Alderman Keane and Alderman Wigoda) *Deferred* and ordered published:

CHICAGO, December 9, 1969.

***To the President and Members of the City Council:***

Your Committee on Finance, to which was referred a communication dated December 2, 1969 from the office of the Mayor transmitting an ordinance transferring the functions of the Bureau of Forestry from the Department of Public Works to the Department of Streets and Sanitation, having had the same under advisement begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by 35 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) THOMAS E. KEANE,
*Chairman.*

The proposed ordinance transmitted with the foregoing committee report reads as follows:

*Whereas,* It is deemed advisable and in the best interests of the City of Chicago that the Bureau of Forestry, Parkways and Beautification now under the jurisdiction and control of the commissioner of public works be removed therefrom and be placed under the jurisdiction and control of the commissioner of streets and sanitation; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

*Section 1.* That Sections 14-22, 14-23 and 14-24 be and are hereby added to Chapter 14 of the Municipal Code of Chicago, and shall read as follows:

14-22 There is hereby established the Bureau of Forestry, Parkways and Beautification, which shall be under the jurisdiction and control of the commissioner of streets and sanitation, and shall embrace the general superintendent of forestry, parkways and beautification and such other employes as the city council may provide by annual appropriation ordinance.

14-23 The general superintendent of forestry, parkways and beautification shall be under the immediate jurisdiction and control of the commissioner of streets and sanitation, and shall have the management and control, including maintenance of the municipal nursery, street parkways and boulevards, all trees, plants and shrubs planted and to be planted in the public ways of the city, and of all public squares, triangles and other open spaces at street intersections that have not been acquired or turned over to the Chicago Park District. In addition, the general superintendent shall plan, design, construct and maintain beautification projects on public rights of way, and small tot-lots, playgrounds and passive recreation areas on city-owned property or property acquired by the city in accordance with a beautification program to be developed in cooperation and co-ordination with the Chicago Beautiful Committee.

14-24 The commissioner of streets and sanitation is hereby authorized to appoint according to law a person to be known as General Superintendent, who shall be a man skilled and learned in the science of forestry.

The General Superintendent of the bureau of forestry, parkways and beautification, shall have the following powers and duties:

Superintend, regulate and encourage the preservation, culture and planting of shade and ornamental trees, plants and shrubbery in the public ways of the city;

Prune, spray, cultivate and otherwise maintain such trees, plants and shrubbery, and to direct the time and method of trimming the same;

Advise, without charge, owners and occupants of lots regarding the kind of trees, plants and shrubbery and the method of planting best adapted to, or most desirable on, particular streets;

Take such measures as may be deemed necessary for the control and extermination of insects and other pests and plant diseases which may injuriously affect trees, plants or shrubs that are now growing or may hereafter be growing on the public ways of the city;

Report to the corporation counsel all cases which come to his knowledge of violations of provisions of this code respecting such trees, plants and shrubbery;

Keep a record of all transactions of his office, subject to such rules and regulations as the commissioner of streets and sanitation may prescribe, and whenever the commissioner of streets and sanitation may require, make a full and detailed report of such transactions.

Plan, design, program, construct and maintain beautification and recreational projects in cooperation with the Chicago Beautiful Committee;

Assist the Chicago Beautiful Committee by providing services, materials and supplies in accordance with an established annual program;

Process applications for federal assistance in financing beautification projects.

*Section 2.* That Sections 8-39, 8-40 and 8-41 of the Municipal Code of Chicago, included in Chapter 8 thereof, be and the same hereby are cancelled, nullified, repealed and held for naught.

*Section 3.* That all of the powers, duties and activities now being performed by the Bureau of Forestry, Parkways and Beautification now under the jurisdiction and control of the commissioner of public works, be and the same shall continue and enure to and under the jurisdiction and control of the commissioner of streets and sanitation.

*Section 4.* This ordinance shall be in full force and effect from and after January 1, 1970.

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### *Action Deferred*—ON PROPOSED ORDINANCE FOR INCREASE IN WATER RATES FOR WATER SERVICE PROVIDED BY CITY OF CHICAGO.

The Committee on Finance submitted the following report, which was, at the request of two aldermen present (Alderman Keane and Alderman Wigoda) *Deferred* and ordered published:

CHICAGO, December 9, 1969.

***To the President and Members of the City Council:***

Your Committee on Finance, to which was referred a communication dated December 2, 1969 from the Office of the Mayor transmitting an ordinance amending the Municipal Code of the City of Chicago to provide for an increase in the water rates charged for water service connection provided by the City of Chicago, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by 35 members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS E. KEANE,
*Chairman.*

The proposed ordinance transmitted with the foregoing committee report reads as follows:

Be It Ordained by the City Council of the City of Chicago:

*Section 1.* Section 185-21 of the Municipal Code of Chicago is amended as follows:

By substituting for the words "thirty-five dollars" in the second paragraph, as printed, the words "fifty dollars".

*Section 2.* Section 185-26 is amended as follows:

By striking out the figures appearing in the right-hand column in the first paragraph, as printed, and substituting the following words and figures:

| *Per Annum* | *Per Annum* |
|---|---|
| $ 9.10 | $42.50 |
| 12.50 | 45.90 |
| 17.10 | 49.40 |
| 20.60 | 52.80 |
| 21.90 | 56.30 |
| 25.30 | 58.40 |
| 29.80 | 61.90 |
| 33.10 | 65.30 |
| 34.40 | 68.80 |
| 40.00 | 73.40. |

By striking out the two lines, as printed following said tabulation, and substituting the following:

"For each additional five feet, or major fraction thereof, in excess of 87 feet a charge of three dollars and fifty cents ($3.50) shall be made."

By substituting for the fifth paragraph, as printed, the following:

"For each story in height of building in excess of one story, a charge of five dollars and sixty cents ($5.60) per annum shall be made in addition to the foregoing."

By substituting for the words "one dollar and eighty cents" in the eighth paragraph, as printed, the words "two dollars and thirty cents ($2.30)".

By substituting for the figure "9.20" in the eleventh paragraph, as printed, the figure "$11.50".

By substituting for the figure "21.20" in the twelfth paragraph, as printed, the figure "26.50".

By substituting for the thirteenth paragraph, as printed, the following:

For fixtures for use of apartments having less than the above equipment the following:

For each water closet—per annum $11.50.

If such water closet is open to the use of more than one family an additional charge of $11.50 shall be made for each such family.

For each wash basin—per annum $3.50.

For each family sink which is open to the use of not more than one family—per annum $11.50.

If such sink is open to the use of more than one family, an additional charge of $11.50 per annum shall be made for each such family.

By substituting for the sixteenth, seventeenth and eighteenth paragraphs, as printed, the following:

For all other water closets, baths, basins and sinks in excess of this number, the following charges shall be made:

For each water closet—per annum $11.50
For each bath— per annum $11.50
For each wash basin— per annum $ 3.50
For each sink— per annum $ 3.50

For other fixtures, devices or occupancies—as provided for in Section 185-27.

The amounts to be charged for service to buildings or premises in Class 'D' shall be the amounts heretofore specified as minimum charge for service, and in buildings not to exceed one story in height this charge shall include one water closet. In addition the following charges shall be made:

For each water closet—per annum $12.50
For each wash basin— per annum $ 9.10
For each sink— per annum $ 9.10
For each miscellaneous opening not otherwise provided for— per annum $ 9.10

For other fixtures, devices or occupancies—as provided for in Section 185-27.

The amounts to be charged for service to buildings in Class 'E' shall be the amounts heretofore specified as minimum charge for service, and in buildings not to exceed one story in height this charge shall include one water closet. In addition, the following charges shall be made:

For fixtures open to general or public use:
For each water closet—per annum $12.50
For each wash basin— per annum $ 9.10
For each sink— per annum $ 9.10
For fixtures not open to general or public use:
For each water closet—per annum $11.50
For each wash basin— per annum $ 3.50
For each sink— per annum $ 3.50

For other fixtures, devices or occupancies—as provided for in Section 185-27.

*Section 3.* Section 185-27 is amended by substituting for the column of figures at the right-hand side of said section, as printed, the following figures in consecutive order:

8.10
11.50
2.30
Delete vegetable fountain charge
8.10
8.10
18.40
73.40
182.10
8.10
3.50
11.50
Delete horse drawn sprinkler charge
136.30
Delete horse watering trough charge
3.50
11.50
3.50
9.10
3.50
2.30
21.90
3.50
5.60
3.50
36.60
11.50
8.10
3.50
3.50
9.10
36.60
Delete milk depot charge
Delete additional quarts charge
.01
36.60
36.60
36.60
43.50
5.60
Delete fish packing charge
2.30
3.50
11.50
11.50
Delete stable charge
3.50
15.00
36.60
145.60
272.80
45.90
91.60
136.30
182.10
226.90
272.80
363.10
21.90
.18
.20
.08
.54

Also by striking out the sentence following the heading "For building construction" and substituting the following sentence:

"At the rate of thirty-five cents ($0.35) for every 1000 cubic feet of building volume, or fraction thereof, provided, however, that no charge shall be less than three dollars and forty-five cents ($3.45)."

Also by striking out the sentence immediately following the heading "For alterations, repairs or reconstruction of buildings:" and substituting the following:

"An amount equal to twenty-five percent of the amount of the fee charged for a building permit issued pursuant to Chapter 43 of this code."

*Section 4.* Section 185-28 is amended by striking out the words "six cents" from the fourth line, as printed, and substituting the words "eight cents".

*Section 5.* Section 185-30 is amended by striking out the words "six mills" from the third line, as printed, and substituting the words "eight mills".

*Section 6.* Section 185-31 is amended to read as follows:

185-31. Metered Service. The rate for metered water shall be two dollars and sixteen cents ($2.16) per one thousand cubic feet, subject to a discount of ten cents (.10) for each one thousand cubic feet charged if paid within ten days from date of bill; and if such payment has been made to an agent of the City of Chicago authorized to collect water rates, the said agent shall be allowed a further period for transmitting the amount of any bills so paid to the cashier of the bureau of water, but such period shall not exceed beyond mid-day of the fifth day following the last day of the period in which the said bill became due and payable; provided that the superintendent of water may allow an expired discount on only one bill for any premises in each calendar year; and provided further where the correctness of a bill is disputed and where complaint of such incorrectness has been made within the period during which the bill for the premises involved would be subject to the usual discount and where the adjusting of such complaint requires additional time, said discount may be allowed up to and including the fifth day succeeding the re-mailing of such bill.

*Section 7.* This ordinance shall be in full force and effect from and after the date of its passage.

### *Placed on File*—Financial Statement of Municipal Tuberculosis Sanitarium for Month of September, 1969.

The Committee on Finance submitted a report recommending that the City Council *Place on File* a communication from the Municipal Tuberculosis Sanitarium, dated November 24, 1969, transmitting a financial statement of the sanitarium for the month of September, 1969. On motion of Alderman Keane the committee's recommendation was *Concurred In.*

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### *Disallowed*—Sundry Claims for Payments of Damages, Refunds, Etc. *(Adverse Recommendations by Committee).*

The Committee on Finance submitted a report recommending that the City Council *Disallow* certain miscellaneous claims. On motion of Alderman Keane the committee's recommendations were *Concurred In.*

The following is a summary of said claims, which were referred to the committee on the respective dates noted in parentheses:

*Compensation for Water Rebates:*

(January 31, 1969) Lou Baron, c/o Maurice Freeman;
(September 11, 1968) H. & E. Catchings, c/o Phillip E. Freed.

*Compensation for Personal Injuries:*

(December 30, 1968) Ruth Agusto;
**(April 9, 1969)** Fenton H. Pride;
(September 5, 1969) Mrs. Adolph A. Kudzia;
(September 17, 1969) State Farm Ins. Co. & Earl Sniff;
(October 8, 1969) Samuel Campagna;
(October 8, 1969) Anne G. Levitan;
(October 29, 1969) Mrs. Carolina Duran c/o Legal Aid Bureau;
(November 17, 1969) Mrs. Marie Perra.

*Compensation for Various License Refunds:*

(April 9, 1969) Peter M. Joseph;
(May 14, 1969) P. Tierney;
(June 23, 1969) Samuel Montgomery IV;
(July 28, 1969) Edwin Thorson;
(July 8, 1969) Jessie Milner;
(September 5, 1969) Robert J. Hart;
(October 29, 1969) Charles Autry.

*Compensation for Building Permits:*

(September 5, 1969) Illinois Masonic Hospital;
(October 29, 1969) Second Presbyterian Church
(October 29, 1969) The Catholic Bishop of Chicago (St. Henry Church);
(November 17, 1969) Illinois Masonic Hospital.

*Compensation for Property Damage:*

(April 25, 1969) Joseph DeSantis;
(September 5, 1969) Fireman's Fund Ins. & Exchange National Bank, Trust 21543;
(September 5, 1969) Ethel K. Jacobson;
(September 5, 1969) Earl Ludgin & Co. c/o Fireman's Fund;
(September 5, 1969) Robert M. Bernstein;
(October 8, 1969) Marvin Brooks;
(October 29, 1969) Mrs. A. Janys;
(October 29, 1969) Mr. Earl Brown;
(November 17, 1969) Radivoj Krkljus;
(November 17, 1969) Jenner & Block.

*Compensation for Damage to Vehicles:*

(November 15, 1968) Kate Stanko;
(November 15, 1968) James Szule, c/o Sheldon Hodes;
(November 15, 1968) Ins. Co. of North America, & Karl Kucia;
(November 15, 1968) William Neville, c/o Sennett, Levin, Craine, & Stride Att.; Norman Savner;
(November 15, 1968) Home and Automobile Ins. Co., & Alfred P. Fridge;
(November 29, 1968) State Farm Mutual Auto, & Joseph Vilt;
(December 6, 1968) Michael Mack;
(December 20, 1968) Charles R. Becker;
(January 17, 1969) Edward E. Funchese;
(January 31, 1969) State Farm Ins., & J. Cohen;
(January 31, 1969) Mrs. George B. Morton;
(March 14, 1969) Michael Alvarez;
(April 9, 1969) Motors Ins. Corp., & George Banks;
(April 17, 1969) Liberty Mutual Ins., & Henry J. Kettler;
(June 23, 1969) Motors Ins. Corp., & William Spencer);
(July 8, 1969) Rufus Roundtree;
(July 15, 1969) Mr. Edward Spizzirri;
(July 29, 1969) Transamerica Ins. Group, & Carl Richter;
(July 29, 1969) Harold Olson;
(September 5, 1969) Sylvester Wallace;
(September 5, 1969) R. Schielka and Allstate Ins.
(September 5, 1969) U.S. Fidelity and Guaranty Co., & Wilburt P. Chew;
(September 5, 1969) Peggy A. Geiss;
(September 5, 1969) Mrs. Miriam Gelfand;
(September 5, 1969) Prudence Mutual Casualty Co., & Girlie Brown;
(September 5, 1969) Motors Insurance Corp., & Jane E. Calnan;
(September 5, 1969) Sandra Hoover;
(September 5, 1969) Home Ins. Co., & Hans Alten;
(September 5, 1969) Gateway National Bank of Chicago & Donald Lofgren;
(September 5, 1969) Jack E. Brengettsey;
(September 5, 1969) Allstate Ins., & Margaret & R. Buch;
(September 5, 1969) Advance Auto Leasing c/o Sennett, Levin, Craine & Stride;
(September 17, 1969) Eileen Auerbach;
(September 17, 1969) Charles Valenziano;
(September 17, 1969) Anne Alop, c/o Herbert J. Choice;
(September 17, 1969) Hertz Corporation, Rent A Car Division;
(October 8, 1969) Richard E. Jones Agency Inc., & Eolus M. Looper;
(October 8, 1969) Philip Paschke;
(October 8, 1969) Mr. and Mrs. Virgil Stanton, c/o Steinberg and Koenigsberg;
(October 8, 1969) John Rummel Cadillac Inc., c/o Wm. I. Liberson;
(October 8, 1969) Walter Kosek;
(October 29, 1969) Hartford Ins. Group, & Milnamow, c/o Stewart T. Gartner;
(October 29, 1969) Joseph Weisz;
(October 29, 1969) Edward A. Howe;
(October 29, 1969) Henry J. Ramirez;
(October 29, 1969) Motors Ins. Corp., & SaraLee Patrick;
(October 29, 1969) Car City Ins. Co., & J. Hammons;
(October 29, 1969) Roy F. Dent Jr.;
(October 29, 1969) James Kolbuk;
(November 17, 1969) W. Peck;
(November 17, 1969) Kenneth Edmund;
(November 17, 1969) David Drabek;
(November 17, 1969) The American Road Ins. Co., & Gertrude Bell.

## COMMITTEE ON LOCAL TRANSPORTATION.

### *Action Deferred*—ON PROPOSED ORDINANCE TO AMEND REGULATIONS GOVERNING TAXICAB RATES BETWEEN POINT OF ORIGIN AND DESTINATION, ETC.

The Committee on Local Transportation submitted a report, which was, at the request of two aldermen present (Alderman Marzullo and Alderman Sheridan) *Deferred* and ordered published:

CHICAGO, December 4, 1969.

*To the President and Members of the City Council:*

Your Committee on Local Transportation, having had under consideration a proposed ordinance transmitted with a communication signed by Mr. Arthur Dickholtz, President, Flash Cab Company (referred on October 8, 1969) to amend Section 28-30(a) of Chapter 28 of the Municipal Code of Chicago concerning regulations governing taxicab rates between point of origin and destination, etc., begs leave to recommend that Your Honorable Body pass the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 8 members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) VITO MARZULLO,
*Chairman.*

The proposed ordinance transmitted with the foregoing committee report reads as follows:

Be It Ordained by the City Council of the City of Chicago:

That Section 30(a) of Chapter 28 of the Municipal Code of Chicago be and it is hereby amended to read as follows:

(Taxicab fares) 28-30. (a) Commencing with the effective date of this ordinance, the rates of fare for taxicabs while being operated between a point of origin and a destination within the corporate limits of the City shall be as set forth in the following schedule, which rates are hereby declared to be just and reasonable:

| | |
|---|---|
| For the first 1/5 mile or fraction thereof | 40¢ |
| For each additional 2/7 miles or fraction thereof | 10¢ |
| For each one and one-half minutes of waiting time | 10¢ |
| For each additional passenger of 12 years or more | 20¢ |

Waiting time shall include the time beginning two minutes after call time at the place to which the taxicab has been called, when it is not in motion, the time consumed by unavoidable delays, at street intersections, bridges or elsewhere and the time consumed while standing at the direction of a passenger.

Every passenger under twelve years of age when accompanied by an adult shall be carried without charge.

Ordinary hand baggage of passengers shall be carried without charge.

Immediately on arrival at the passenger's destination it shall be the duty of the chauffeur to throw the taximeter lever to the non-recording position and to call the passenger's attention to the fare registered.

It is unlawful for any person to demand or collect any fare for taxicab service which is more or less than the rates established by the foregoing schedule, or for any passenger to refuse payment of the fare so registered.

## COMMITTEE ON PLANNING AND HOUSING.

### *Referred to Committee on Finance*—PROPOSED ORDINANCE FOR NEW REGULATIONS GOVERNING MODEL AREA COUNCIL ELECTIONS PERTAINING TO COMPREHENSIVE CITIES DEMONSTRATION PROGRAM.

The Committee on Planning and Housing submitted the following report:

CHICAGO, December 9, 1969.

*To the President and Members of the City Council:*

Your Committee on Planning and Housing, having had under consideration a proposed ordinance (referred to your Committee on October 29, 1969, C.J. p. 6339) to amend the Municipal Code of Chicago by adding thereto Chapter 202 to be entitled Model Area Council Elections pertaining to Comprehensive Cities Demonstration Program of Chicago, recommends that said proposed ordinance be *Referred to the Committee on Finance* for such action as may be deemed proper.

Respectfully submitted,

(Signed) THOMAS F. FITZPATRICK,
*Chairman.*

On motion of Alderman Fitzpatrick the committee's recommendation was *Concurred In.*

## COMMITTEE ON PORT OF CHICAGO, WHARVES AND BRIDGES.

### Approval Given to Mayor's Appointment of Capt. Verner J. Soballe as Port Director of Port of Chicago.

The Committee on Port of Chicago, Wharves and Bridges submitted the following report:

CHICAGO, December 8, 1969.

*To the President and Members of the City Council:*

Your Committee on Port of Chicago, Wharves and Bridges, to which was referred (on December 2, 1969) a communication signed by Honorable Richard J. Daley, Mayor, appointing Captain Verner J. Soballe as Port Director of the Port of Chicago, begs leave to recommend that Your Honorable Body concur in the said appointment of Captain Soballe.

This recommendation was concurred in by 7 members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) FRANK J. KUTA,
*Vice-Chairman.*

On motion of Alderman Kuta the committee's recommendation was concurred in and said appointment was *Approved,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, Wigoda—43.

*Nays*—None.

# MATTERS PRESENTED BY THE ALDERMEN

### (Presented by Wards, in Order, Beginning with the Fiftieth Ward).

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Claims.
4. Unclassified Matters (arranged in order according to Ward numbers).
5. Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection and Water Rate Exemptions, Etc.

***Proposed ordinances, orders and resolutions, described below, were presented by the aldermen named, as noted. Except where otherwise noted or indicated hereinbelow, unanimous consent was given to permit action by the City Council on each of said proposed ordinances, orders and resolutions without previous committee consideration, in accordance with the provisions of Council Rule 43.***

## 1. TRAFFIC REGULATIONS, TRAFFIC SIGNS AND TRAFFIC-CONTROL DEVICES.

### *Referred*—PROPOSED ORDINANCE TO CHANGE AREA OF PARKING-METER ZONE AND TO INCREASE TIME LIMITATION AND PARKING-METER FEES FOR VEHICLES ON PORTION OF E. 13TH ST.

Alderman Roti (1st Ward) presented a proposed ordinance to change the area of parking-meter zone on both sides of E. 13th Street between S. State Street and S. Indiana Avenue (instead of between S. State Street and S. Michigan Avenue) in the Cermak-Harrison-State-Wabash Area (Project NSS); also to amend Section 7 of said ordinance by increasing the time limitation to two hours (instead of one hour), and by increasing the fees to five cents for each one-half hour (instead of one hour); which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—PROPOSED ORDINANCES TO PROHIBIT AT ALL TIMES PARKING OF VEHICLES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit at all times the parking of vehicles at the locations designated, for the distances specified, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Location and Distance* |
|---|---|
| Zydlo (26th Ward) | W. Kinzie Street, alongside premises at No. 400 N. Morgan Street |
| Keane (31st Ward) | N. Spaulding Avenue (west side) between a point 225 feet south of W. Division Street and a point 30 feet south thereof |
| Sperling (50th Ward) | N. California Avenue (east side) between W. Pratt Avenue and the first alley north thereof. |

### *Referred*—PROPOSED ORDINANCES TO PROHIBIT PARKING OF VEHICLES DURING SPECIFIED HOURS AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit the parking of vehicles, during the hours designated, at the locations specified, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Location, Distance and Time* |
|---|---|
| Fitzpatrick (19th Ward) | S. Hale Avenue (west side) between W. 113th and W. 114th Streets—8:00 A.M. to 10:00 A.M. |
| Keane (31st Ward) | N. Central Park Avenue (east side) between a point 75 feet north of W. Division Street and a point 50 feet north thereof—8:00 A.M. to 6:00 P.M. (except on Saturdays, Sundays and holidays) |
| Hoellen (47th Ward) | W. Sunnyside Avenue, at No. 1712—Sundays: 10:00 A.M. to 1:00 P.M. and Wednesdays: 7:00 P.M. to 9:00 P.M. (except on Mondays, Tuesdays, Thursdays, Fridays and Saturdays). |

### *Referred*—PROPOSED ORDINANCE TO DISCONTINUE PROHIBITION AGAINST PARKING OF VEHICLES DURING SPECIFIED HOURS ON PORTION OF W. PETERSON AV.

Alderman Laurino (39th Ward) presented a proposed ordinance to discontinue the prohibition against parking of vehicles during specified hours on the north side of W. Peterson Avenue between a point 200 feet east of N. Cicero Avenue and N. Cicero Avenue, which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—PROPOSED ORDINANCE TO EXTEND PERIOD OF PARKING LIMITATION OF VEHICLES ON PORTION OF S. WESTERN AV.

Alderman Fitzpatrick (19th Ward) presented a proposed ordinance to extend the period of parking limitation of vehicles during specified hours on the east side of S. Western Avenue between W. 103rd and W. 104th Streets from one hour to two hours; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—PROPOSED ORDINANCES TO ESTABLISH LOADING ZONES AT SUNDRY LOCATIONS.

The aldermen named below presented proposed ordinances to establish loading zones at the locations designated, for the distances specified, and for limited periods where so indicated, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Location, Distance and Time* |
|---|---|
| Kerwin (46th Ward) | W. Grace Street, at No. 810 (at driveway)—40 feet |
| Hoellen (47th Ward) | W. Leland Avenue, at Nos. 1756-1758—25 feet—8:00 A.M. to 6:00 P.M. (except on Sundays and holidays) |
| Wigoda (49th Ward) | W. Granville Avenue, at No. 1110. |

### *Referred*—PROPOSED ORDINANCES TO FIX WEIGHT LIMIT OF FIVE TONS FOR VEHICLES ON PORTIONS OF SPECIFIED STREETS IN 25TH WARD.

Alderman Marzullo (25th Ward) presented three proposed ordinances to fix a weight limit of five tons for trucks and commercial vehicles on S. Mozart Street between W. Roosevelt Road and W. Fillmore Street; on S. Francisco Avenue between W. Roosevelt Road and W. Fillmore Street; and on W. Fillmore Street between S. California and S. Sacramento Avenues; which were *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—PROPOSED ORDINANCES TO RESTRICT MOVEMENT OF VEHICULAR TRAFFIC TO SINGLE DIRECTIONS ON PORTIONS OF SPECIFIED STREETS IN 43RD WARD.

Alderman McCutcheon (43rd Ward) presented two proposed ordinances to restrict the movement of vehicular traffic to single directions on portions of specified streets, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

N. Clark Street between W. North Avenue and W. Elm Street—southerly

N. Dearborn Street between W. Elm Street and W. North Avenue—northerly.

### *Referred*—PROPOSED ORDINANCE TO IMPOSE SPEED LIMIT FOR VEHICLES IN SPECIFIED ALLEY.

Alderman Wigoda (49th Ward) presented a proposed ordinance to limit the speed of vehicles to 10 miles per hour in the north-south alley west of N. Clark Street between W. Morse and W. Lunt Avenues; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—PROPOSED ORDERS FOR INSTALLATIONS OF TRAFFIC SIGNS.

The aldermen named below presented proposed orders for installations of traffic signs, of the nature indicated and at the locations specified, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Location and Type of Sign* |
|---|---|
| Buchanan (10th Ward) | E. 90th Street and S. Clyde Avenue—"Stop" |
| Burke (for Krska, 15th Ward) | W. 64th Street and S. Claremont Avenue—"4-Way Stop" |
| Sheridan (16th Ward) | S. Wood and W. 60th Streets—"Stop"<br>W. 61st and S. Wood Streets—"Stop"<br>S. Wood and W. 62nd Streets—"Stop"<br>W. 64th and S. Wood Streets—"Stop"<br>S. Wood and W. 65th Streets—"Stop"<br>W. 66th and S. Wood Streets—"Stop" |
| Cullerton (38th Ward) | N. Potawatomie and W. Lawrence Avenues—"4-Way Stop" |
| McCutcheon (43rd Ward) | N. Janssen Avenue (east and west sides) in the No. 2200 block — "Slow-Children Playing". |

*Referred*—PROPOSED ORDER FOR INSTALLATION OF TRAFFIC-CONTROL SIGNALS.

Alderman Shannon (17th Ward) presented a proposed order for the installation of an additional traffic-control signal for the westbound traffic off the southwest ramp of the Dan Ryan Expressway at the intersection of W. 79th Street and S. Lafayette Avenue; which was *Referred to the Committee on Traffic and Public Safety.*

## 2. ZONING ORDINANCE AMENDMENTS.

*Referred*—PROPOSED ORDINANCE TO RECLASSIFY PARTICULAR AREA.

Alderman Shannon (17th Ward) presented a proposed ordinance for amendment of the Chicago Zoning Ordinance, for the purpose of reclassifying a particular area, which was *Referred to the Committee on Buildings and Zoning,* as follows:

To classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map No. 18-F bounded by

> a line 80 feet south of W. 73rd Street; S. Emerald Avenue; a line 120 feet south of W. 73rd Street; and the alley next west of and parallel to S. Emerald Avenue.

## 3. CLAIMS.

**Claims against the City of Chicago were presented by the aldermen designated below, respectively, for the claimants named, which were** ***Referred to the Committee on Finance,*** **as follows:**

| *Alderman* | *Claimant* |
|---|---|
| Roti (1st Ward) | Anthony Hernandez |
| Holman (4th Ward) | Mrs. Besshart W. Cole |
| Burke (14th Ward) | Mrs. Rita Aspell (for minor son, Thomas) |
| Frost (21st Ward) | Dr. Robinson Day Care Center |
| Marzullo (25th Ward) | Kowalski Funeral Home |
| Scholl (41st Ward) | Mr. and Mrs. Chester H. Lunde,<br>Donald Mabley. |

## 4. UNCLASSIFIED MATTERS

### (Arranged in Order According to Ward Numbers).

***Proposed ordinances, orders and resolutions were presented by the aldermen named below, respectively, and were acted upon by the City Council in each case in the manner noted, as follows:***

### Presented by
### ALDERMAN HOLMAN (4th Ward):

### Debris from Proposed Demolition of Cement Wall Structure Offered to Chicago Park District as Fill-in Material.

A proposed ordinance reading as follows:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the debris accruing from the proposed demolition of the cement wall structure located on E. 41st Street between S. Lake Park Avenue and S. Oakenwald Avenue, is hereby offered to the Chicago Park District for use as fill-in material, all pursuant to the ordinance of May 8, 1968, page 2742 of the Journal of the Proceedings of said date, which is pending in the Committee on Finance.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

Alderman Holman moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed ordinance. The motion *Prevailed.*

On motion of Alderman Holman said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—46.

*Nays*—None.

### Presented by
### ALDERMAN DESPRES (5th Ward) and ALDERMAN SPERLING (50th Ward):

*Referred*—PROPOSED RESOLUTION CONCERNING FREEDOM OF RELIGION IN CHICAGO.

A proposed resolution that the City of Chicago reaffirms its full support of freedom of religion under the First Amendment to the Federal Constitution; also that the policy of the City is to encourage freedom of religion and not to give governmental support to any particular religion, etc.—*Referred to the Committee on Cultural and Economic Development.*

### Presented by
### ALDERMAN RAYNER (6th Ward):

### Drafting of Ordinance for Vacation of Portion of Public Alley Directed.

A proposed order reading as follows:

*Ordered,* That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of all that part of the first north-south 15-foot public alley east of S. Cottage Grove Avenue, lying north of the north line of the east-west public alley extended west, in the block bounded by E. Bowen Avenue, E. 42nd Street, S. Cottage Grove Avenue and S. Drexel Boulevard, for A. A. Rayner and Sons, and Exchange National Bank of Chicago, Trustee, Trust No. 10140; said ordinance to be transmitted to the Committee on Local Industries, Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Rayner said proposed order was *Passed.*

### Presented by
### ALDERMAN RAYNER (6th Ward) and OTHERS:

*Referred*—PROPOSED RESOLUTION FOR COMPLETE INVESTIGATION INTO SLAYING OF FRED HAMPTON AND MARK CLARK.

A proposed resolution (presented by Aldermen Rayner, Hubbard, Despres, Cousins and Singer) that the City Council urgently requests the Attorney General of Illinois, the Department of Justice of the United States, State of Illinois Bureau of Investigation, and the National Commission on Causes and Prevention of Violence, etc. to undertake a complete investigation of all the facts and circumstances pertaining to the slaying of Fred Hampton and Mark Clark, together with their findings and recommendations.

Alderman Rayner moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed resolution. The motion to Suspend the Rules was *Lost,* by yeas and nays as follows:

*Yeas*—Aldermen Hubbard, Despres, Rayner, Bohling, Cousins, Singer—6.

*Nays*—Aldermen Roti, Metcalfe, Holman, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Cullerton, Laurino, Scholl, McCutcheon, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda—38.

Two committees having been called (the Committee on Finance and the Committee on Police, Fire, Civil Service, Schools and Municipal Institutions), said proposed resolution was *Referred to the Committee on Committees and Rules* in accordance with the provisions of Council Rule 44.

### Presented by
### ALDERMAN BUCHANAN (10th Ward):

*Referred*—PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE IN PUBLIC WAY.

A proposed ordinance for a grant of permission and authority to South Chicago Community Hospital to construct, maintain and use a one-story covered bridge or passageway over and across E. 93rd Street between S. Crandon Avenue and S. Oglesby Avenue, to connect with the premises known as No. 2320 E. 93rd Street and No. 2319 E. 93rd Street.—*Referred to the Committee on Local Industries, Streets and Alleys.*

### Presented by
### ALDERMAN SHANNON (17th Ward):

*Referred*—PROPOSED ORDER FOR INSTALLATION OF LIGHTS IN SPECIFIED PUBLIC ALLEY.

A proposed order to direct the Commissioner of Streets and Sanitation to install lights in the north-south public alley to the west and in the rear of the No. 6600 Block of S. Lowe Avenue.—*Referred to the Committee on Finance.*

### Presented by
### ALDERMAN FITZPATRICK (19th Ward):

### Ordinance Amended Correcting Date of Adoption of Resolution No. 68-DUR-172, Concerning Slum and Blighted Area Redevelopment Project Central-West.

A proposed ordinance reading as follows:

WHEREAS, The City Council of the City of Chicago adopted an ordinance on January 31, 1969, found on page 5047 of the Journal of the Proceedings, entitled "Approval Given to Determination of Department of Urban Renewal to Acquire Land Designated as Slum and Blighted Area Redevelopment Project Central-West"; and

WHEREAS, Said ordinance contained a typographical error reciting December 5, 1967 instead of December 5, 1968 in the paragraph which reads as follows:

> "WHEREAS, The Department has by Resolution No. 68-DUR-172, adopted December 5, 1967, a certified copy of which has been delivered to the City Council of the City of Chicago, determined that said area should be acquired pursuant to the provisions of the act, and has designated said area as Slum and Blighted Area Redevelopment Project Central-West; and"

WHEREAS, This Body has duly considered an amendment to said ordinance to correct said typographical error; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the above paragraph of said ordinance, adopted January 31, 1969 designating Project Central-West as a Slum and Blighted Area Redevelopment Project is amended to read:

> "WHEREAS, The Department has by Resolution No. 68-DUR-172, adopted December 5, 1968, a certified copy of which has been delivered to the City Council of the City of Chicago, determined that said area should be acquired pursuant to the provisions of the act, and has designated said area as Slum and Blighted Area Redevelopment Project Central-West; and"

SECTION 2. Save as to this correction of a typographical error, all of the provisions and findings of said ordinance adopted January 31, 1969 are affirmed and remain in full force and effect.

SECTION 3. This ordinance shall be effective upon its passage and approval.

Alderman Fitzpatrick moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed ordinance. The motion *Prevailed.*

On motion of Alderman Fitzpatrick said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—46.

*Nays*—None.

## Presented by
## ALDERMAN FROST (21st Ward) and OTHERS:

### *Referred*—PROPOSED RESOLUTION TO MEMORIALIZE GENERAL ASSEMBLY TO ENACT LEGISLATION TO SUBSIDIZE C.T.A.

A proposed resolution (presented by Aldermen Frost, Hubbard, Metcalfe, Holman, Shannon, Campbell, Collins and Biggs) to memorialize the General Assembly of Illinois to enact legislation and appropriate funds to subsidize the Chicago Transit Authority in order that it can meet its budget and reduce its fares.—*Referred to the Committee on Federal and State Legislation.*

### *Referred*—PROPOSED RESOLUTION FOR INVESTIGATION OF FACTS AND CIRCUMSTANCES INVOLVING DEATHS OF FRED HAMPTON AND MARK CLARK.

Also a proposed resolution (presented by Aldermen Frost, Hubbard, Metcalfe, Shannon, Campbell, Collins, and Biggs) to direct the Commission on Human Relations to investigate the facts and circumstances involving the deaths of Fred Hampton and Mark Clark, members of the Panther Party, together with report and recommendations.—*Referred to the Committee on Police, Fire, Civil Service, Schools and Municipal Institutions.*

## Presented by
## ALDERMAN ZYDLO (26th Ward):

### *Referred*—PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE IN PUBLIC WAY.

A proposed ordinance for a grant of permission and authority to Water Saver Faucet Company to excavate for, install, maintain and use a 2-inch conduit containing electrical wires, under and across the 20-foot north-south public alley beginning at a point approximately 58 feet south of W. Erie Street connecting the premises known as No. 656 N. Union Avenue with the parking lot located west of said north-south public alley.—*Referred to the Committee on Local Industries, Streets and Alleys.*

## Presented by
## ALDERMAN SAIN (27th Ward):

### Issuance of Canopy Permit Authorized.

A proposed order reading as follows:

> *Ordered,* That the City Comptroller is hereby authorized to issue a permit to Chicago and North Western Railway Company to maintain two existing canopies over the sidewalk in N. Clinton Street and N. Canal Street, attached to the building or structure located at Nos. 1-39 N. Clinton Street and Nos. 2-40 N. Canal Street, for a period of ten years from and after December 20, 1969, in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Buildings and the Chief Fire Prevention Engineer, said canopies not to exceed 163 and 97 feet in length respectively, nor 16 feet in width; upon the filing of the application and bond and payment of the initial compensation provided for by ordinances relating to the construction and maintenance of canopies.

On motion of Alderman Sain said proposed order was *Passed.*

### *Referred*—PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE IN PUBLIC WAY.

Also a proposed ordinance for a grant of permission and authority to Chicago, Burlington & Quincy Railroad Company to maintain and use existing cables and wires for the purpose of supplying electric current for superimposed control on existing "Stop and Go" lights at S. Ashland Avenue, S. Throop Street, S. Loomis Street and S. Halsted Street; also for control and lighting of flasher-light signals at S. Ashland Avenue, S. Laflin Street, W. Cermak Road between S. Morgan and S. Sangamon Streets, W. Cermak Road between S. Sangamon and S. Peoria Streets, S. Canalport Avenue, W. 21st Street, W. Cullerton Street, the alley between W. Cullerton Street and W. 19th Place, W. 19th Place, W. 19th Street, W. 18th Place and W. 18th Street, for the protection of the public at the intersections of the railroad tracks of said company and the streets of the City.—*Referred to the Committee on Local Industries, Streets and Alleys.*

## Presented by
## ALDERMAN BRANDT (33rd Ward):

### *Referred*—PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE IN PUBLIC WAY.

A proposed ordinance for a grant of permission and authority to Uhlich Evangelical Lutheran Orphan Asylum to maintain and use an existing utility tunnel containing steam pipes, under and across the north-south public alley between N. California Avenue and N. Mozart Street at a point 350 feet north of W. Waveland Avenue, connecting the basement of the premises known as No. 3730 N. California Avenue with the basement of the premises known as No. 3731 N. Mozart Street.—*Referred to the Committee on Local Industries, Streets and Alleys.*

### Presented for
### ALDERMAN FRIED (42nd Ward):

### Drafting of Ordinance for Vacation of Alley Directed.

A proposed order (presented by Alderman Cullerton) reading as follows:

> *Ordered,* That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of all that part of the first north-south 10-feet public alley west of N. LaSalle Street lying between the north line of W. Hill Street and the south line of W. Elm Street extended east from N. Wells Street, for The Exchange National Bank of Chicago, Trustee, Trust No. 12401, Harris Trust and Savings Bank, Trustee, Trust No. 31785, and Cosmopolitan National Bank of Chicago, Trustee, Trust No. 11703; said ordinance to be transmitted to the Committee on Local Industries, Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Cullerton said proposed order was *Passed.*

*Referred*—PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE IN PUBLIC WAY.

Also a proposed ordinance (presented by Alderman Cullerton) for a grant of permission and authority to Huron and Orleans Building Corporation, Chicago Title and Trust Company, as Trustee under Trust No. 50891, and Tom Russell Charitable Foundation, Inc. to maintain and use three existing covered bridges or passageways over and across the east-west 18-foot public alley connecting the 2nd, 3rd, 4th, 5th and 6th floors of the premises known as Nos. 362-366 W. Huron Street and Nos. 340-358 W. Huron Street with the corresponding floors of the premises known as Nos. 363-371 W. Superior Street and Nos. 341-359 W. Superior Street.—*Referred to the Committee on Local Industries, Streets and Alleys.*

### Presented by
### ALDERMAN O'ROURKE (48th Ward):

### Building Declared Public Nuisance and Ordered Demolished.

A proposed ordinance reading as follows:

> WHEREAS, The building located at No. 5541 N. Magnolia Avenue is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; therefore
>
> *Be It Ordained by the City Council of the City of Chicago:*
>
> SECTION 1. The building located at No. 5541 N. Magnolia Avenue is declared a public nuisance, and the Commissioner of Buildings is authorized and directed to demolish the same.
>
> SECTION 2. This ordinance shall be effective upon its passage.

On motion of Alderman O'Rourke said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—46.

*Nays*—None.

---

## 5. FREE PERMITS, LICENSE FEE EXEMPTIONS, CANCELLATION OF WARRANTS FOR COLLECTION AND WATER RATE EXEMPTIONS, ETC.

**Proposed ordinances, orders, etc. described below, were presented by the aldermen named, and were *Referred to the Committee on Finance,* as follows:**

*License Fee Exemptions for Homes, Hospitals, Day Care Centers, Etc.:*

BY ALDERMAN SHERIDAN (16TH WARD):

Englewood Hospital, No. 6001 S. Green Street.

BY ALDERMAN SHANNON (17TH WARD):

St. Bernard Hospital, No. 6337 S. Harvard Avenue.

BY ALDERMAN FITZPATRICK (19TH WARD):

Fridhem Baptist Home, No. 11404 S. Bell Avenue.

BY ALDERMAN FROST (21ST WARD):

Dr. Robinson Day Care Center (formerly Stea Inc. Head Start), No. 1328 W. 111th Street.

BY ALDERMAN MARZULLO (25TH WARD):

St. Anthony DePadua Hospital, No. 2875 W. 19th Street.

BY ALDERMAN KEANE (31ST WARD):

Walther Memorial Hospital, No. 1116 N. Kedzie Avenue.

BY ALDERMAN SANDE (34TH WARD):

Northwest Home for the Aged, No. 2201 N. Sacramento Boulevard.

BY ALDERMAN LASKOWSKI (35TH WARD):

Belmont Community Hospital, No. 4058 W. Melrose Street.

BY ALDERMAN CULLERTON (FOR ALDERMAN FRIED, 42ND WARD):

Henrotin Hospital, No. 109 W. Oak Street.

Northwestern University Medical Clinics Dispensary, No. 747 N. Fairbanks Court.

St. Vincent's Infant Hospital, No. 721 N. LaSalle Street.

BY ALDERMAN MCCUTCHEON (43RD WARD):

Grant Hospital, No. 551 W. Grant Place.

Moody Church Day Care Center, No. 1609 N. LaSalle Street.

BY ALDERMAN SPERLING (50TH WARD):

Bernard Horwich Jewish Community Center, No. 3003 W. Touhy Avenue.

*Cancellation of Warrants for Collection:*

BY ALDERMAN BOHLING (7TH WARD):

South Side Hebrew Congregation, No. 7359 S. Chappel Avenue—mechanical ventilation inspection.

BY ALDERMAN MARZULLO (25TH WARD):

Schwab Rehabilitation Hospital, No. 1401 S. California Avenue—elevator inspection.

BY ALDERMAN KERWIN (46TH WARD):

Anshe Emet Synagogue, Nos. 701-745 W. Grace Street—elevator inspection.

*Waiving of Fees:*

BY ALDERMAN O'ROURKE (48TH WARD):

Frank Cuneo Hospital, No. 820 W. Montrose Avenue—erection and maintenance of "No Parking" signs.

## UNFINISHED BUSINESS.

NONE.

## MISCELLANEOUS BUSINESS.

### Time Fixed for Next Succeeding Regular Meeting.

By unanimous consent Alderman Keane thereupon presented a proposed ordinance which reads as follows:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the next succeeding regular meeting of the City Council of the City of Chicago to be held after the regular meeting held on Tuesday, the ninth (9th) day of December, 1969, at 10:00 A.M., be and the same is hereby fixed to be held on Tuesday, the sixteenth (16th) day of December, 1969, at 10:00 A.M., in the Council Chamber in the City Hall.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—46.

*Nays*—None.

### ADJOURNMENT.

Thereupon Alderman Burke moved that the City Council do *Adjourn.* The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Tuesday, December 16, 1969, at 10:00 A.M., in the Council Chamber in the City Hall.

John C. Marcin

JOHN C. MARCIN,
*City Clerk.*

# JOURNAL of the PROCEEDINGS

OF THE

# CITY COUNCIL

OF THE

# CITY OF CHICAGO

FOR THE

COUNCIL YEAR 1969-1970

* * * * * * * * * * * *

VOLUME II

For Index see Volume I

JOHN C. MARCIN

CITY CLERK

*(Published by Authority of the City Council of the City of Chicago)*

**COPY**

# JOURNAL *of the* PROCEEDINGS

OF THE

# CITY COUNCIL

OF THE

# CITY OF CHICAGO, ILLINOIS

## Regular Meeting—Tuesday, December 16, 1969

**at 10:00 A.M.**

*(Council Chamber—City Hall—Chicago, Illinois)*

## OFFICIAL RECORD.

### Attendance at Meeting.

*Present*—Honorable Richard J. Daley, Mayor, and Aldermen Roti, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling.

*Absent*—Aldermen Hubbard, Krska, Fried.

### Call to Order.

On Tuesday, December 16, 1969, at 10:00 A.M. (the day and hour appointed for the meeting) Honorable Richard J. Daley, Mayor, called the City Council to order. John C. Marcin, City Clerk, called the roll of members and it was found that there were present at that time: Aldermen Roti, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—45.

Quorum present.

On motion of Alderman Hines it was ordered noted in the record that Alderman Krska and Alderman Fried were absent due to illness.

### Invocation.

Reverend Elmer L. Fowler, Pastor, Third Baptist Church, opened the meeting with prayer.

### JOURNAL (December 9, 1969).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on Tuesday, December 9, 1969, at 10:00 A.M., signed by him as such City Clerk.

Alderman Hines moved to *Correct* said printed Official Journal as follows:

> Page 6474—left-hand column—by striking out the figure "6%" appearing in the twenty-third line from the top of the page and inserting the figure "7%" in lieu thereof.

The motion to Correct *Prevailed.*

Alderman Hines then moved to *Approve* said printed Official Journal, *as corrected,* and to dispense with the reading thereof. The question being put, the motion *Prevailed.*

# REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

### *Referred*—PROPOSED ORDINANCES CONCERNING SPECIFIED URBAN RENEWAL AND REDEVELOPMENT PROJECTS.

Honorable Richard J. Daley, Mayor, at the request of Lewis W. Hill, Chairman of the Department of Urban Renewal, submitted communications dated December 16, 1969, transmitting the following proposed ordinances affecting specified Urban Renewal and Redevelopment Projects, which were *Referred to the Committee on Planning and Housing,* as follows:

To Approve Addendum to the Englewood Conservation Plan;

To Approve the Land Disposition Plan for Slum and Blighted Area Redevelopment Project Central West;

To Approve the Land Disposition Plan for Slum and Blighted Area Redevelopment Project 87th-Mackinaw;

To Approve Sale of Certain Land in Slum and Blighted Area Redevelopment Project 79th-Normal.

### Tribute Paid to Late Joseph D. Murphy.

Honorable Richard J. Daley, Mayor, on behalf of himself and the other members of the City Council presented the following proposed resolution:

WHEREAS, Almighty God, in His Infinite Wisdom, has called Joseph D. Murphy, a member of the Chicago Transit Authority to his eternal reward on December 11, 1969; and

WHEREAS, Joseph D. Murphy, a native Chicagoan, and well known executive in the securities business, began his career 60 years ago as a messenger, and in Horatio Alger tradition rose to the position of President of Stifel Nicolaus and Company, with which he was associated for 38 years; and

WHEREAS, Mr. Murphy served with distinction as a Member of the Chicago Transit Authority since 1958, during which time he contributed to the stability and sound management of the Authority by overseeing its financial affairs. He actively assisted in securing the financing for the 180 air-conditioned cars now operating on the Lake Street segment of the CTA Rapid Transit System; and

WHEREAS, Mr. Murphy, throughout his lifetime dedicated his efforts to lending assistance to state and local governments in developing plans for financing much needed public projects which included: obtaining seven million dollars in financing which provided a system of state armory buildings in small Illinois towns; developing the financing for the new Mackinac Straits bridge in Michigan which provides easy access to travelers between the upper and lower peninsulas of Michigan; as one of a small group of civic and business leaders developing a plan for financing O'Hare International Airport; and

WHEREAS, Mr. Murphy gave unstintingly of his time and efforts on behalf of the City of Chicago and its citizens; now, therefore,

*Be It Resolved,* That the Mayor and Members of the City Council of the City of Chicago, in meeting assembled this 16th day of December, A. D., 1969, make public acknowledgment of their sorrow in the passing of Joseph D. Murphy, and extend to his family their sincere sympathy; and

*Be It Further Resolved,* That a suitable copy of this resolution be presented to the family of Joseph D. Murphy.

Alderman Keane moved to *Suspend the Rules Temporarily,* to permit immediate consideration of and action upon said proposed resolution. The motion *Prevailed.*

On motion of Alderman Keane the foregoing proposed resolution was *Adopted,* unanimously, by a rising vote.

Alderman Keane in seconding the resolution spoke of the many contributions the late Mr. Murphy had made as a member of the board of the Chicago Transit Authority, also in securing air conditioned cars for the transit system. He cited his assistance in the financing and building of the Mackinac Bridge, as an outstanding example of his service to all people. He stated that his financial genius had been at the service of his City, the State and the National Government. He expressed a profound sense of loss and extended his sympathy to all the members of the bereaved family.

Honorable Richard J. Daley, Mayor, then addressed the Council stating that he too felt the passing of Mr. Murphy keenly. He spoke of how his assistance in arranging the sale of bonds for building O'Hare Airport had resulted in a considerable saving for the City of Chicago. He praised him for his service to Chicago, the C. T. A. and all his financial assistance in numerous projects. He too extended his condolences to Mr. Murphy's family.

### *CITY COUNCIL INFORMED AS TO MISCELLANEOUS DOCUMENTS FILED OR RECEIVED IN CITY CLERK'S OFFICE.*

John C. Marcin, City Clerk, informed the City Council that documents have been filed or received in his office, relating to the respective subjects designated, as follows:

#### *State Approval of Ordinances Concerning M.F.T. Projects.*

Communications from G. T. March, District Engineer, dated December 9, 1969, announcing that the Division of Highways of the Department of Public Works and Buildings of the State of Illinois has approved ordinances passed by the City Council on November 17, 1969 (involving expenditures of motor fuel tax funds), as follows:

Funds increased for rehabilitation and repair of N. Lake Shore Drive Bridge over Main Branch of Chicago River (Section Lake Shore Drive 2121.5-CS);

Funds increased for improvement of N. Sacramento Avenue between W. Belmont Avenue and W. Palmer Square (Section Sacramento Avenue 2324-CS);

Authority granted for acquisition of property for improvement of certain Street Intersections (Sections Channelization 1969, Project 610, Channelization 1967-1, Project 550 and 1969 W. and RS, Project 630).

## CITY COUNCIL INFORMED AS TO CERTAIN ACTIONS TAKEN.

### *Pamphlet Publication of Ordinances.*

The City Clerk informed the City Council that all those ordinances which were passed by the City Council on December 9, 1969, and which were required by statute to be published in book or pamphlet form or in one or more newspapers, were published in pamphlet form on December 15, 1969 by being printed in full text in printed pamphlet copies of the Journal of the Proceedings of the City Council of the regular meeting held on December 9, 1969 [published by authority of the City Council in accordance with the provisions of Section 5-5 of the Municipal Code of Chicago, as passed on December 22, 1947], which printed pamphlet copies were delivered to the City Clerk on December 15, 1969.

### *Newspaper Publication of Ordinances.*

The City Clerk further informed the City Council that he had published in *Chicago Today,* a newspaper of general circulation published in the City of Chicago on December 12, 1969, the following ordinances passed by the City Council on December 9, 1969;

Ordinance Amended Authorizing Issue of $12,000,000 Municipal Building Bonds of City of Chicago and Providing for Levy of Taxes for Payment Thereof;

An ordinance providing for the Levy and Collection of a Direct Annual Tax sufficient to pay the annual rentals under a lease entered into by and between the Board of Education of the City of Chicago and the Public Building Commission of Chicago, Cook County, Illinois.

## *MISCELLANEOUS COMMUNICATIONS, REPORTS, ETC. REQUIRING COUNCIL ACTION (TRANSMITTED TO CITY COUNCIL BY CITY CLERK).*

The City Clerk transmitted communications, reports, etc., relating to the respective subjects listed below, which were acted upon by the City Council in each case in the manner noted, as follows:

### *Zoning Reclassification of Particular Area.*

An application (in triplicate) from Orvan Richmond, together with the proposed ordinance for amendment of the Chicago Zoning Ordinance, as amended, for the purpose of reclassifying as a B4-1 Restricted Service District instead of an R3 General Residence District the area shown on Map No. 28-J bounded by

W. 111th Street; the alley next east of and parallel to S. St. Louis Avenue; the alley next south of and parallel to W. 111th Street; and S. St. Louis Avenue;

which was *Referred to the Committee on Buildings and Zoning.*

### *Claims against City of Chicago.*

Also claims against the City of Chicago, which were *Referred to the Committee on Finance,* filed by the following:

Allstate Insurance and James Murchison, Julius Bernard, Charles Butler, Chen Chen Restaurant, Dale Darsch, Saul R. Fellars, Julius F. Harms, III, Ruth L. House, Thermistoclis Karachristos, Kelley's Bros. Driving Center, Judi Lehmann, Noe Martinez, Lela Metcalf, Russell E. Osburne, Security Insurance Group and John D. Yadgir, State Farm Insurance (3), Stanley Bolin, Schawarsch Kotscharjan and Margaret Moyka, Richard H. Weyker.

## *Referred*—BIDS FOR PURCHASE OF CITY-OWNED PROPERTY AT S.W. COR. OF W. CONGRESS PARKWAY AND S. OAKLEY BLVD., EISENHOWER PARCEL NO. 591.

The City Clerk transmitted a communication from Otto H. Loser, City Comptroller, under date of December 12, 1969, reading as follows:

> "Transmitted herewith, two sealed bids received in this office in response to advertisement for sale of City-owned property at S. W. corner of W. Congress Parkway and S. Oakley Blvd., Eisenhower Parcel 591, authorized by ordinance passed October 29, 1969, page 6285 of Council Journal".

On motion of Alderman Keane the bids submitted with the foregoing communication were ordered opened and read and were then *Referred to the Committee on Finance.* The following is a summary of said bids:

Bidder: George Brumis, 3316 S. Ashland Avenue, Chicago, Illinois; amount bid $4,000.00; deposit $400.00 (certified check);

Bidder: Peter Dalfonso, 320 W. 27th Street, Chicago, Illinois; amount bid $2,500.00; deposit $250.00 (money order).

## *Referred*—PROPOSED ORDINANCE RECOMMENDED BY BOARD OF LOCAL IMPROVEMENTS FOR *Repeal* OF CERTAIN IMPROVEMENT ORDINANCE.

The City Clerk transmitted a communication from Virgil A. Berg, Secretary of the Board of Local Improvements, addressed to him under date of December 15, 1969, and a proposed ordinance to *repeal* an ordinance passed on January 17, 1969 for the construction of two ten inch tile pipe sewers with two new concrete manholes and two new concrete catchbasins complete, and for grading and paving with eight inches of Portland Cement Concrete and otherwise improving the roadways of the alleys between W. 36th Street, W. 36th Place, S. Washtenaw Avenue and S. California Avenue; which was *Referred to the Committee on Local Industries, Streets and Alleys.*

### *Referred*—PROPOSED ORDINANCES RECOMMENDED BY BOARD OF LOCAL IMPROVEMENTS FOR ALLEY IMPROVEMENTS.

The City Clerk transmitted the following communications addressed to him under date of December 10, 1969 (signed by Virgil A. Berg, Secretary of the Board of Local Improvements), which were, together with the proposed ordinances transmitted therewith, *Referred to the Committee on Local Industries, Streets and Alleys:*

> "Submitted herewith is an improvement ordinance for presentation to the City Council at its next regular meeting, December 16, 1969:
>
> "As provided in the Local Improvement Act, the Board has held public hearing on said improvement with reference to the extent, nature, kind, character and estimated cost thereof and recommends passage of said ordinance.
>
> Ward 41—Grading and paving alley between W. Carmen Avenue, W. Winnemac Avenue, N. Rutherford Avenue and N. Oak Park Avenue, etc.".
>
> "Submitted herewith are two (2) improvement ordinances for presentation to the City Council at its next regular meeting, December 16, 1969:
>
> "As provided in the Local Improvement Act, the Board has held public hearings on said improvements with reference to the extent, nature, kind, character and estimated cost thereof and recommends passage of said ordinances.
>
> Ward 10—Grading and paving alleys between E. 87th Street, E. 87th Place, S. East End Avenue and S. Stony Island Avenue;
>
> Ward 23—Grading and paving alleys between W. 55th Street, W. 56th Street, S. Massasoit Avenue and S. Menard Avenue.".

### *Referred*—RECOMMENDATION, ESTIMATE AND PROPOSED ORDINANCE FOR GRADING, PAVING AND IMPROVING PORTION OF S. LINDER AV. (S. LINDER AVENUE SYSTEM).

The City Clerk transmitted the following recommendation, estimate and proposed ordinance submitted by the Board of Local Improvements under date of December 10, 1969, which was *Referred to the Committee on Local Industries, Streets and Alleys:*

#### RECOMMENDATION, ESTIMATE AND ORDINANCE.

#### RECOMMENDATION BY BOARD OF LOCAL IMPROVEMENTS.

*To the Mayor and Aldermen of the City of Chicago, in City Council Assembled:*

We hereby submit an ordinance for grading, paving and improving a System of Streets as follows:

S. LINDER AVENUE SYSTEM:

| | |
|---|---|
| S. LINDER AVENUE | from the south line of W. 51st Street to a line parallel with and seven hundred and twelve (712) feet south of the south line of W. 52nd Street; |
| S. LOTUS AVENUE | from the south line of W. 51st Street to a line parallel with and six hundred and fifty (650) feet south of the south line of W. 52nd Street; |
| S. LUNA AVENUE | from the south line of W. 51st Street to a line parallel with and seven hundred and seventy-six (776) feet south of the south line of W. 52nd Street; |
| W. 51ST STREET | from the east line of S. Long Avenue to the east line of S. Central Avenue; |
| W. 52ND STREET | from the west line of S. Long Avenue to the east line of S. Central Avenue; |

in the City of Chicago, County of Cook and State of Illinois; together with an estimate of the cost of said improvement and the lawful expenses attending the same, and recommend the passage of said ordinance, and the making of the improvement contemplated therein.

Respectfully submitted,

| | | |
|---|---|---|
| (Signed) | JOHN E. MCNULTY | Board of Local Improvements of the City of Chicago |
| (Signed) | HARRY F. WITZ | |
| (Signed) | RICHARD J. TROY | |
| (Signed) | DAVID S. CHESROW | |
| (Signed) | CORNEAL A. DAVIS | |
| (Signed) | VIRGIL A. BERG | |

Dated: Chicago, November 7, A.D. 1969

#### ESTIMATE OF ENGINEER.

*To the Board of Local Improvements of the City of Chicago, and to the Mayor and Aldermen of the City of Chicago, in City Council Assembled:*

The Board of Local Improvements of the City of Chicago, having adopted a resolution that a System of Streets as follows:

S. LINDER AVENUE SYSTEM:

| | |
|---|---|
| S. LINDER AVENUE | from the south line of W. 51st Street to a line parallel with and seven hundred and twelve (712) feet south of the south line of W. 52nd Street; |
| S. LOTUS AVENUE | from the south line of W. 51st Street to a line parallel with and six hundred and fifty (650) feet south of the south line of W. 52nd Street; |
| S. LUNA AVENUE | from the south line of W. 51st Street to a line parallel with and seven hundred and seventy-six (776) feet south of the south line of W. 52nd Street; |
| W. 51ST STREET | from the east line of S. Long Avenue to the east line of S. Central Avenue; |
| W. 52ND STREET | from the west line of S. Long Avenue to the east line of S. Central Avenue; |

in the City of Chicago, County of Cook and State of Illinois be improved by grading, paving and improving and presented to the City Council of the City of Chicago, a recommendation that such local improvement be made, I hereby submit an estimate of the cost of such improvement including labor and materials, viz:

| | | | | |
|---|---|---|---|---|
| 2″ Bit. Conc. on 8″ Flex. Base + 1″ Insulation Course or 2″ Bit. Conc. on 8″ Pozzolanic Base or 1½″ I-11 on 6½″ Asphaltic Base ..... | 23,900 sq. yds. | @ $ | 5.00 | $119,500.00 |
| General Excavation .. | 14,347 cu. yds. | @ | 2.75 | 39,454.25 |
| Trench Backfill (sand) | 1,552 cu. yds. | @ | 4.50 | 6,984.00 |
| New Manholes Complete ..... | 6 each | @ | 260.00 | 1,560.00 |
| New Catchbasins complete . | 58 each | @ | 375.00 | 21,750.00 |
| 10″ Diam. V.T. Pipe Sewer .... | 540 lin. ft. | @ | 5.00 | 2,700.00 |
| Additional Masonry . | 18 lin. ft. | @ | 30.00 | 540.00 |
| P.C.C. Sidewalk removal and replacement .... | 17,500 sq. ft. | @ | 1.00 | 17,500.00 |
| Comb. Conc. Curb & Gutter Type 3F.. | 13,000 lin. ft. | @ | 3.50 | 45,500.00 |
| Curb Removal .... | 300 lin. ft. | @ | 1.50 | 450.00 |
| Old Manholes Adjusted . | 34 each | @ | 45.00 | 1,530.00 |
| Old Catchbasins Adjusted ... | 1 each | @ | 45.00 | 45.00 |
| Catchbasins to be Abandoned | 19 each | @ | 30.00 | 570.00 |
| Chicago Standard Frame & Lid ...... | 35 each | @ | 70.00 | 2,450.00 |
| Special Inlet Frame & Lid ...... | 8 each | @ | 150.00 | 1,200.00 |
| P.C.C. Driveways removal and replacement ..... | 900 sq. ft. | @ | 1.25 | 1,125.00 |
| Deficiency in interest on the assessment, cost of making, levying and collecting said assessment, and lawful expenses attending the making of said improvements...... | | | | $ 13,141.75 |
| Total ............................ | | | | $276,000.00 |

And I hereby certify that in my opinion the above estimate does not exceed the probable cost of the above proposed improvement, and lawful expenses attending the same.

(Signed) Hugh W. Short,
*Engineer of the Board of Local Improvements.*

Dated: Chicago, November 7, A.D. 1969.

### AN ORDINANCE

For Grading, Paving and Improving a System of Streets as Follows:

S. LINDER AVENUE SYSTEM:

| | |
|---|---|
| S. LINDER AVENUE | from the south line of W. 51st Street to a line parallel with and seven hundred and twelve (712) feet south of the south line of W. 52nd Street; |
| S. LOTUS AVENUE | from the south line of W. 51st Street to a line parallel with and six hundred and fifty (650) feet south of the south line of W. 52nd Street; |
| S. LUNA AVENUE | from the south line of W. 51st Street to a line parallel with and seven hundred and seventy-six (776) feet south of the south line of W. 52nd Street; |
| W. 51ST STREET | from the east line of S. Long Avenue to the east line of S. Central Avenue; |
| W. 52ND STREET | from the west line of S. Long Avenue to the east line of S. Central Avenue; |

in the City of Chicago, County of Cook and State of Illinois:

Be It Ordained by the City Council of the City of Chicago:

*Section 1.* That a local improvement shall be made within the City of Chicago, County of Cook and State of Illinois, the nature, character, locality and description of which improvement is as follows, to wit:

That the roadways of a System of Streets as follows:

S. LINDER AVENUE SYSTEM:

| | |
|---|---|
| S. LINDER AVENUE | from the south line of W. 51st Street to a line parallel with and seven hundred and twelve (712) feet south of the south line of W. 52nd Street; |
| S. LOTUS AVENUE | from the south line of W. 51st Street to a line parallel with and six hundred and fifty (650) feet south of the south line of W. 52nd Street; |
| S. LUNA AVENUE | from the south line of W. 51st Street to a line parallel with and seven hundred and seventy-six (776) feet south of the south line of W. 52nd Street; |
| W. 51ST STREET | from the east line of S. Long Avenue to the east line of S. Central Avenue; |
| W. 52ND STREET | from the west line of S. Long Avenue to the east line of S. Central Avenue; |

the width of the roadways of S. Linder Avenue, S. Lotus Avenue, S. Luna Avenue and W. 52nd Street being hereby established at thirty-four (34) feet—the width of the roadway of W. 51st Street being hereby established at seventeen (17) feet—the center line of each of said roadways to coincide with the center line of each of said streets and also the roadways of all intersecting streets and alleys extended from the curb line to the street line on necessary sides of said above specified streets between the points herein described—be and the same are hereby ordered improved as follows:

A tile pipe wing sewer of ten (10) inches internal diameter shall be constructed in the south half of W. 51st Street from a point sixty-five (65) feet west of the west line of S. Long Avenue thence east and slightly southeasterly to and connecting with the existing sewer in the center line of S. Long Avenue. The bottom of the inside of said sewer at its western terminus shall be an elevation of eight and fifty-two one hundredths (8.52) feet above Chicago City datum as established by the City Council of the City of Chicago and thence shall fall gradually to an elevation of eight and thirteen one-hundredths (8.13) feet above said Chicago City datum at its sewer connection. One (1) new concrete manhole shall be built on said sewer at its western terminus. One (1) new concrete catchbasin shall be built and connected with said sewer and located in the roadway of and adjacent to the south curb line of said W. 51st Street seventy (70) feet west of the west line of said S. Long Avenue.

A tile pipe wing sewer of ten (10) inches internal diameter shall be constructed in the south half of W. 51st Street from a point forty (40) feet east of the east line of S. Lotus Avenue thence west and slightly southwesterly to and connecting with the existing sewer in the center line of S. Lotus Avenue. The bottom of the inside of said sewer at its eastern terminus shall be at an elevation of eight and ninety-three one-hundreths (8.93) feet above Chicago City datum as established by the City Council of the City of Chicago and thence shall fall gradually to an elevation of eight and sixty-four one-hundredths (8.64) feet above said Chicago City datum at its sewer connection. One (1) new concrete manhole shall be built on said sewer at its eastern terminus. One (1) new concrete catchbasin shall be built and connected with said sewer and located in the roadway of and adjacent to the south curb line of said W. 51st Street forty-five (45) feet east of the east line of said S. Lotus Avenue.

A tile pipe wing sewer of ten (10) inches internal diameter shall be constructed in the south half of W. 51st Street from a point fifty-five (55) feet west of the west line of S. Lotus Avenue thence east and southeasterly to and connecting with the existing sewer in the center line of S. Lotus Avenue. The bottom of the inside of said sewer at its western terminus shall be an elevation of eight and ninety-nine one-hundredths (8.99) feet above Chicago City datum as established by the City Council of the City of Chicago and thence shall fall gradually to an elevation of eight and sixty-four one-hundredths (8.64) feet above said Chicago City datum at its sewer connection. One (1) new concrete manhole shall be built on said sewer at its western terminus. One (1) new concrete catchbasin shall be built and connected with said sewer and located in the roadways of and adjacent to the south curb line of said W. 51st Street sixty (60) feet west of the west line of said S. Lotus Avenue.

A tile pipe wing sewer of ten (10) inches internal diameter shall be constructed in the south half of W. 51st Street from a point fifty (50) feet east of the east line of S. Linder Avenue thence west to and connecting with the existing sewer in the center line of S. Linder Avenue. The bottom of the inside of said sewer at its eastern terminus shall be at elevation of eight and seventy-three one-hundreths (8.73) feet above Chicago City datum as established by the City Council of the City of Chicago and thence shall fall gradually to an elevation of eight and forty one-hundredths (8.40) feet above said Chicago City datum at its sewer connection. One (1) new concrete manhole shall be built on said sewer at its eastern terminus. One (1) new concrete catchbasin shall be built and connected with said sewer and located in the roadway of and adjacent to the south curb line of said W. 51st Street fifty-five (55) feet east of the east line of said S. Linder Avenue.

A tile pipe wing sewer of ten (10) inches internal diameter shall be constructed in the south half of W. 51st Street from a point fifty-five (55) feet west of the west line of S. Linder Avenue thence east to and connecting with the existing sewer in the center line of S. Linder Avenue. The bottom of the inside of said sewer at its western terminus shall be an elevation of eight and seventy-five one-hundredths (8.75) feet above Chicago City datum as established by the City Council of the City of Chicago and thence shall fall gradually to an elevation of eight and forty one-hundredths (8.40) feet above said Chicago City datum at its sewer connection. One (1) new concrete manhole shall be built on said sewer at its western terminus. One (1) new concrete catchbasin shall be built and connected with said sewer and located in the roadway of and adjacent to the south curb line of W. 51st Street sixty (60) feet west of the west line of said S. Linder Avenue.

A tile pipe wing sewer of ten (10) inches internal diameter shall be constructed in the south half of W. 51st Street from a point fifty (50) feet east of the east line of S. Luna Avenue thence west and southwesterly to and connecting with the existing sewer in the center line of S. Luna Avenue. The bottom of the inside of said sewer at its eastern terminus shall be at an elevation of eight and sixty-five one-hundredths (8.65) feet above Chicago City datum as established by the City Council of the City of Chicago and thence shall fall gradually to an elevation of eight and thirty-two one-hundredths (8.32) feet above said Chicago City datum at its sewer connection. One (1) new concrete manhole shall be built on said sewer at its eastern terminus. One (1) new concrete catchbasin shall be built and connected with said sewer and located in the roadway of and adjacent to the south line of said W. 51st Street fifty-five (55) feet east of the east line of said S. Luna Avenue.

Two (2) new concrete catchbasins shall be built and connected with the existing sewer in W. 51st Street and located at necessary points in the roadway of and adjacent to the south curb line of said W. 51st Street.

Fourteen (14) new concrete catchbasins shall be built and connected with the existing sewer in W. 52nd Street and located at necessary points in the roadway of and adjacent to the curb line of said W. 52nd Street.

Twelve (12) new concrete catchbasins shall be built and connected with the existing sewer in S. Lotus Avenue and located at necessary points in the roadway of and adjacent to the curb line of said S. Lotus Avenue.

Twelve (12) new concrete catchbasins shall be built and connected with the existing sewer in S. Linder Avenue and located at necessary points in the roadway of and adjacent to the curb line of said S. Linder Avenue.

Twelve (12) new concrete catchbasins shall be built and connected with the existing sewer in S. Luna Avenue and located at necessary points in the roadway of and adjacent to the curb line of said S. Luna Avenue.

Said new concrete manhole(s) shall be cylindrical in shape and shall have an internal diameter of three (3) feet, excepting the upper portion one and one-half (1½) feet in height, which shall be conical in shape, being reduced to two (2) feet internal diameter at the top. The walls of said manhole(s) shall be five (5) inches in thickness. The invert of the sewer through the manhole(s) shall be built of concrete six (6) inches in thickness and one each side thereof shall be built a solid concrete foundation eight (8) inches in thickness, measuring down from the center of the sewer, making the entire foundation four (4) feet in diameter.

Each of said new concrete catchbasins shall be cylindrical in shape and shall have an internal diameter of four (4) feet, excepting the upper portion two (2) feet in height, which shall be conical in shape, being reduced to two (2) feet internal diameter at the top. The walls of said catchbasins shall be (5) inches in thickness and shall be built of precast concrete blocks or precast concrete rings, or concrete molded in place and shall rest upon a concrete floor four (4) inches in thickness composed of precast planks or concrete molded in place.

Each of the catchbasins shall be connected in a direct line which shall slope downward from the outlet to the sewer herein specified by means of tile pipe of eight (8) inches internal diameter. The inside bottom of said outlet shall be set four (4) feet above the floor of each of said catchbasins.

Said new manholes and new catchbasins shall be provided with a suitable cast iron cover, which cover, inclusive of lid, shall weigh five hundred forty (540) pounds. Said covers shall be set so that the top of same shall conform with the surface of the finished pavement herein described.

The concrete used in the construction of the manholes and catchbasins herein provided shall be composed of one (1) part of the best quality of portland cement, six (6) parts of clean torpedo sand, or clean crushed stone of uniformly varying sizes which will pass through a ring of three-eighths (⅜) inch internal diameter and be held on a two hundred (200) mesh sieve. Sample cylinders of the concrete or sample concrete blocks, when tested, should show a compressive strength of two thousand five hundred (2500) pounds per square inch as the average for five (5) samples tested, and no single sample shall have a compressive strength of less than two thousand (2000) pounds per square inch.

The existing sewer manhole(s) located in the roadway(s) of above specified streets(s) and the existing sewer catchbasin located in said roadway(s) or in the sidewalk space adjacent to the curb lines of said above specified streets(s) shall be adjusted with material of the same kind and quality as that of which they were originally constructed, or materials, herein specified for manholes and catchbasin(s) in such a manner as to make the top of the cover(s) of said manhole(s) and catchbasin(s) conform with the surface of the finished pavement herein described, or where an existing catchbasin is located in the sidewalk space the top of the cover(s) of said catchbasin(s) shall conform with the top of the adjacent curb.

Trench backfill (sand) to be used around manhole and catchbasin connections and where necessary.

Chicago Standard frame(s) and lid(s) to be used where necessary on said proposed improvement.

A catchbasin inlet shall be constructed in the gutter in the roadway(s) of said above specified street(s) opposite each of said existing sewer catchbasin(s) where such catchbasin(s) are located in the sidewalk space. Said inlet shall consist of a suitable cast iron frame weighing one hundred and ninety (190) pounds, a cast iron inlet grate twenty-one and one-half (21½) inches by fourteen and one-half (14½) inches weighing ninety (90) pounds with a cast iron inlet bend weighing eighty-five (85) pounds, set in a new pavement surface and foundation opposite the adjacent catchbasin in such a manner that the top of the cover of said inlet shall conform with the surface of the pavement herein described. The cast iron bends of said inlet shall be connected to the adjacent catchbasin approximately five (5) feet therefrom by means of eight (8) inch vitrified tile pipe. The center of the eight (8) inch tile pipe at its connection with said cast iron bend shall be twenty-one (21) inches below the top of said grade and at the connection with the catchbasin shall be forty-five (45) inches below the top of said catchbasin. The top of said cast iron grating shall conform to the upper surface of the gutter immediately adjacent.

All tile pipe used throughout said improvement shall be straight, smooth and sound, thoroughly burned, well glazed, free from lumps and other imperfections and of the following required thickness(es): for ten (10) inch pipe, seven-eighths (⅞) inch, for eight (8) inch pipe, three quarter (¾) inch.

The mortar used in the laying of tile pipe, in making connection with sewers and catchbasins and in adjusting sewer manholes and catchbasins as herein described shall consist of the best quality of natural hydraulic cement mortar or type two (2) portland cement mortar in the following proportions, viz: one (1) part natural hydraulic cement or one (1) part type two (2) portland cement and two (2) parts clean, sharp sand.

The elevation of the center of said eight (8) inch tile pipe from said new catchbasins where they connect with the said sewers shall be as follows:

| S. LOTUS AVENUE | *Feet above Datum* |
|---|---|
| 30 feet south of south line of W. 51st Street | 8.87 |
| 220 feet south of south line of W. 51st Street | 8.25 |
| 175 feet north of north line of W. 52nd Street | 7.70 |
| 10 feet south of south line of W. 52nd Street | 10.14 |
| 250 feet south of south line of W. 52nd Street | 12.09 |
| 480 feet south of south line of W. 52nd Street | 15.15 |
| S. LINDER AVENUE | |
| 50 feet south of south line of W. 51st Street | 8.56 |
| 250 feet south of south line of W. 51st Street | 7.95 |
| 165 feet north of north line of W. 52nd Street | 7.56 |
| 15 feet south of south line of W. 52nd Street | 10.07 |

| | *Feet above Datum* |
|---|---|
| 175 feet south of south line of W. 52nd Street | 11.67 |
| 420 feet south of south line of W. 52nd Street | 13.82 |

### S. LUNA AVENUE

| | |
|---|---|
| 40 feet south of south line of W. 51st Street | 8.51 |
| 205 feet south of south line of W. 51st Street | 7.94 |
| 125 feet north of north line of W. 52nd Street | 7.23 |
| 10 feet south of south line of W. 52nd Street | 8.85 |
| 270 feet south of south line of W. 52nd Street | 11.52 |
| 540 feet south of south line of W. 52nd Street | 14.63 |

### W. 51ST STREET

| | |
|---|---|
| 70 feet west of west line of S. Long Avenue | 9.02 |
| 45 feet east of east line of S. Lotus Avenue | 9.43 |
| 60 feet west of west line of S. Lotus Avenue | 9.49 |
| 55 feet east of east line of S. Linder Avenue | 9.23 |
| 60 feet west of west line of S. Linder Avenue | 9.25 |
| 55 feet east of east line of S. Luna Avenue | 9.15 |
| 75 feet west of west line of S. Luna Avenue | 9.02 |
| 110 feet east of east line of S. Central Avenue | 9.47 |

### W. 52ND STREET

| | |
|---|---|
| 95 feet west of west line of S. Long Avenue | 3.21 |
| 25 feet east of east line of S. Lotus Avenue | 3.40 |
| 70 feet west of west line of S. Lotus Avenue | 3.60 |
| 20 feet east of east line of S. Linder Avenue | 3.84 |
| 95 feet west of west line of S. Linder Avenue | 4.06 |
| 30 feet east of east line of S. Luna Avenue | 4.24 |
| 50 feet east of east line of S. Central Avenue | 4.64 |

The above elevations as fixed shall be measured from Chicago City datum as established by the City Council of the City of Chicago.

A concrete combined curb and gutter shall be constructed on each side of the roadway of each of said specified street(s) between the points hereing described (except where said roadway(s) intersect(s) and also except across the roadway(s) of the intersecting alley(s), in such a manner that the roadway face of the curb shall be parallel with and seventeen (17) feet and eight and one-half (8½) feet from the center line of each of said specified street(s), except where the curb line(s) of said specified street(s) intersect(s) the curb lines of the intersecting street(s) where the roadway face of the curb of said combined curb and gutter shall be constructed to conform to an arc of a circle having a radius of fifteen (15) feet; and a concrete combined curb and gutter shall be constructed on each side of the roadway(s) of all intersecting alley(s) extended from the curb line(s) to the street line(s) on each side of said specified street(s) between the points herein described, in such a manner that the back of the curb shall conform with the alley line(s) produced of said intersecting alley(s), except where the curb line(s) of said specified street(s) intersect(s) the curb line(s) of the intersecting alley(s) where the roadway face of the curb of said combined curb and gutter shall be constructed to conform to an arc of a circle having a radius of nine (9) feet.

Said combined curb and gutter shall conform to the following physical requirements, to wit:

### CLASS "A" AND "X" CONCRETE

| *Cement:* | *Minimum* | *Maximum* |
|---|---|---|
| Type 1 Portland Cement, Cubic feet per Cubic Yard of Concrete | 5.75 | 6.00 |
| Water (Including Free Water in Aggregate), Gallons per Bag of Cement | .... | 5.50 |
| Entrained Air (Per cent of Volume of Concrete) | 3 | 5 |
| Slump Inches (According to Standard Established by American Society for Testing Materials (C143-39)) | .... | 4 |
| Cylinder Crushing Strength Pounds per Square Inch (According to Standard established by American Society for Testing Materials (C31-44 and C39-44)) | | |
| 7 days ............2000 | | |
| 28 days ............3000 | | |

The curb shall be seven (7) inches thick and the height at the back shall vary from nineteen (19) inches at the catchbasin inlets to thirteen (13) inches at the summits and the gutter shall be twelve (12) inches in width and ten (10) inches in thickness. The upper roadway edge of the curb shall be rounded to an arc of a circle having a radius of two (2) inches.

Said combined curb and gutter shall be constructed upon a foundation flooded with water and thoroughly compacted to an even surface, and said combined curb and gutter shall be backfilled with earth free from animal or vegetable matter, said filling to be four (4) feet wide at the top of the curb and even therewith and shall slope down at the rate of one and one-half (1½) feet horizontal to one (1) foot vertical.

Said combined curb and gutter shall conform to the surface of the finished roadway as herein described. The top edge of the curb on each side of the roadway of each of said specified street shall be at an elevation of straight lines connecting the several points at the curb elevations herein described, and the top edge of the curb on each side of the roadways of all intersecting alley(s) extended from the curb line of each side of each of said specified street(s) shall rise from the curb line to the street line at the rate of one (1) inch vertical to three (3) feet horizontal from the elevation of the curb of said specified street(s) between the points herein described. The curb elevations of said specified street(s) shall be as follows, to wit:

| S. LOTUS AVENUE | *Feet Above Datum* |
|---|---|
| Intersection of W. 51st Street | 16.00 |
| 120 feet north of north line of W. 52nd Street | 17.50 |

| | *Feet above Datum* |
|---|---|
| Intersection of W. 52nd Street | 19.50 |
| 150 feet south of south line of W. 52nd Street | 22.00 |
| Intersection of S. Archer Avenue | 25.00 |

S. LINDER AVENUE

| | |
|---|---|
| Intersection of W. 51st Street | 16.00 |
| 300 feet north of north line of W. 52nd Street | 16.00 |
| Intersection of W. 52nd Street | 19.00 |
| 150 feet south of south line of W. 52nd Street | 22.00 |
| Alley first north of S. Archer Avenue | 23.00 |
| Intersection of S. Archer Avenue | 24.50 |

S. LUNA AVENUE

| | |
|---|---|
| Intersection of W. 51st Street | 15.50 |
| 200 feet north of north line of W. 52nd Street | 16.00 |
| Intersection of W. 52nd Street | 18.50 |
| 336 feet south of south line of W. 52nd Street | 22.00 |
| Intersection of S. Archer Avenue | 24.50 |

W. 51ST STREET

| | |
|---|---|
| Intersection of S. Long Avenue | 16.50 |
| Intersection of S. Central Avenue | 15.60 |

W. 52ND STREET

| | |
|---|---|
| Intersection of S. Long Avenue | 20.00 |
| Intersection of S. Central Avenue (north curb) | 17.50 |
| Intersection of S. Central Avenue (south curb) | 17.80 |

The above elevations as fixed shall be measured from Chicago City datum as established by the City Council of the City of Chicago.

The roadway(s) of the several street(s) heretofore specified between the points herein described, also the roadway(s) of all intersecting alley(s) extended from the curb line to the street line on each side of said specified street(s) between the points herein described shall be so graded by cutting for filling and compacted by rolling with a roller of ten (10) tons weight that after the grading of the roadbed(s) is completed and the pavement herein described placed thereon, the surface of the finished pavement at the center of the roadway of each of said specified streets shall be at the elevation of the top of the curbing herein described; and the surface of the said finished pavement at the summits in the gutters between catchbasins and adjoining the roadway face of the curbing shall be three (3) inches below the top of said curbing, and at the catchbasin inlets in the gutters adjoining the roadway face of the curbing shall be nine (9) inches below the top of said curbing. The slope of the gutters adjoining the roadway face of said curbing shall be uniform from the summits to the catchbasin inlets.

A transverse section of the surface of the finished pavement and gutters shall be an arc of a circle passing through the said gutter elevations and the elevation of the center of said finished roadway at every part of the roadway of each of said specified street(s) between the points herein described.

In all intersecting alley(s) herein specified at the street line(s) of said specified street(s) the surface of the finished pavement adjoining the curbing shall be even with the top of the curbing, and the surface of the finished pavement at the center of the roadway(s) of said alley(s) shall be three (3) inches below the top of the curbing; and a transverse section of the surface of the finished pavement at the street line(s) of said specified street(s) shall be an arc of a circle passing through the surface of the pavement adjoining said curbing and the surface of the pavement at the center of said finished roadway(s). The surface of the said pavement thence shall slope gradually to meet the surface of the finished pavement at the curb lines of said specified street(s).

On the sub-grade as formed and compacted shall be spread an insulation course of limestone screenings. Said insulation course shall be one (1) inch in thickness and shall extend across the full width of the roadbed.

On the insulation course as formed and compacted shall be spread a foundation course consisting of a layer of crushed limestone of the best quality, broken so as to pass through a ring of four inches internal diameter and hold on a ring of of two (2) inches internal diameter. The stone spread shall be well graded as to sizes. It shall be evenly distributed so as to leave no pockets filled with the small size stone. This layer shall be thoroughly rolled with a self propelled three wheel roller, weighing not less than ten (10) tons. The rolling shall begin at the edge of the pavement and the roller shall move parallel with the center line of the roadway. The roller shall progress gradually towards the center of the roadway, uniformly lapping each proceeding track, covering the entire surface with the rear wheels and continuing until the stone does not creep or move ahead of the roller. After the crushed limestone has been thoroughly roller and keyed, limestone screenings shall be applied gradually over the surface and the rolling continued until sufficient screenings have been applied to completely fill the interstices. The screenings shall be swept in with hand brooms to properly fill the voids. The spreading and rolling shall continue until no more screenings will go in dry. No excess of screenings shall be used before applying water. Immediately after the voids have been filled with screenings, the macadam shall be sprinkled until saturated, the sprinkler being followed by a roller. More screenings shall be added if necessary. The sprinkling, sweeping and rolling shall continue until a grout shall be formed of the screening and water that will fill all voids, and form a wave of grout before the wheels of the roller. The quantity of screening and water necessary to fill the voids shall be determined by the engineer and shall be sufficient to produce a rough, granular surface. The rolling, at all times, shall begin at the sides, and then progress toward the center, thoroughly covering the entire surface with the rear wheels. When compacted, this layer shall measure not less than five (5) inches in thickness.

Upon the finished waterbound macadam base there shall be uniformly applied by an approved type of spreader box, two (2) inch stone to a depth providing a total base course thickness of three (3) inches after final compaction. After shaping to grade and rolling with a ten (10) ton roller three quarter (¾) inch stone chips shall be broadcast and broomed into the surface voids at the rate of fifteen (15) pounds per square yard. Liquid asphalt at a temperature 140 degrees F. shall be uniformly applied by a pressure distributor at a rate of one and one-half (1½) per gallons per square yard. Stone chips shall again be broadcast and broomed uniformly over the surface at the rate of fifteen (15) pounds per square yard. Liquid asphalt shall be uniformly applied by a pressure distributor at the rate of one-half (½) gallon per square yard. Stone chips shall be broadcast again at the rate of ten (10) pounds per square yard. The surface shall then be thoroughly rolled. The asphalt shall conform to the State Specification for Emulsified Asphalt R.S. 2, Page 640 of Illinois Standard Specifications for Road and Bridge Construction adopted January 2, 1952.

On the said foundation course shall be placed an asphaltic concrete surface course two (2) inches in thickness consisting of an asphaltic concrete mixture conforming to the standard requirements of the Illinois State Division of Highways for Type 1-11 Asphaltic Concrete adopted January 2, 1952, as follows: The asphaltic mixture shall consist of a mineral aggregate bonded with the asphaltic cement. The mineral aggregate shall consist of the best quality of crushed gravel or crushed stone in sizes graduated in accordance with the following table, viz:

*Asphaltic Concrete Surface Course, Fine Dense Graded Aggregate Type*

| | |
|---|---|
| Passing ½ inch sieve | 95-100% |
| Passing ½ inch, retained on No. 4 sieve | 45- 65% |
| Passing No. 4 retained on No. 10 sieve | 10- 30% |
| Passing No. 10 retained on No. 40 sieve | 5- 18% |
| Passing No. 40 retained on No. 50 sieve | 7- 22% |
| Passing No. 80 retained on No. 200 sieve | 5- 13% |
| Passing No. 200 sieve | 4- 8% |
| Bitumen | 5- 7% |

(Table 45.llp. 247 State Specifications)

The asphaltic cement shall conform with the standard requirements of the Illinois State Division of Highways for Grade P.A. 6 Paving Asphalt, adopted January 2, 1952. It shall have a flash point (Cleveland open cup) 500 plus Fahrenheit. It shall have penetration at seventy-seven (77) degrees Fahrenheit of seventy-five (75) to eighty-five (85), and at least ninety-nine and five-tenths (99.5) per cent of bitumen shall be soluble in carbon disulphide.

When fifty (50) grams of said paving asphalt is heated in an uncovered tin box five and one-half (5½) centimeters in diameter and three and one-half (3½) centimeters in depth, and is held at a temperature of three hundred and twenty-five (325) degrees Fahrenheit for five (5) hours, then it shall have lost not over two (2) per cent by weight and the penetration of the residue thus obtained shall not be less than seventy (70) per cent of the penetration before such heating, said penetration being determined as herein described. Said paving asphalt shall have a ductility of not less than one hundred (100) centimeters being determined by elongating a briquette Dow form of said paving asphalt at uniform rate of five (5) centimeters per minute at a temperature of seventy-seven (77) degrees Fahrenheit.

The paving asphalt and mineral aggregate shall be mixed when heated between three hundred (300) and three hundred fifty (350) degrees Fahrenheit in an approved mixer to produce a homogenous mixture in which all particles of aggregate are coated uniformly. The heated mixture shall be delivered to the pavement in trucks with approved clean tight dump bodies. The temperature when delivered at the street shall be between two hundred fifty (250) and three hundred fifty (350) degrees Fahrenheit. Upon arrival the asphaltic mixture shall be spread upon the prepared base at a uniform depth and consistency so that the thickness when compacted as herein described will be two (2) inches.

Immediately after the asphalt surface course shall be spread it shall be connected thoroughly and uniformly with a three (3) wheel roller or a tandem roller. The asphalt paving mix shall be dumped first upon approved steel dump pans outside of the area on which it is the be spread. Immediately thereafter it shall be distributed into place with shovels and spread with rakes in layers of uniform density and correct depth, unless a spreading machine is used. If a spreading machine is used it shall be of a type approved by the Board of Local Improvements. Immediately after the surface course mixture is placed it shall be compacted thoroughly with a three-wheel roller or a tandem roller. One (1) or more three-wheel rollers and one (1) or more tandem rollers will be required. The actual number of such rollers to be determined by the Engineer in accordance with the progress of the work. If the production of the asphalt plant delivered to the pavement exceeds seventy-five (75) tons per hour additional rollers shall be furnished as directed by said Engineer. After a final rolling the asphalt surface course shall at all points have a density of not less than ninety-five (95) per cent of the maximum possible density of a voidless pavement composed of the same materials in like proportions.

### Pozzolanic Base Course

IV-2. On the subgrade as formed and compacted shall be placed and compacted to the depth shown on the plans and as herein provided.

(a) The pozzolanic base course shall be constructed in layers not more than 6 inch (compacted) in thickness. When the thickness specified is more than 6 inches the base course shall be constructed in 2 or more approximately equal layers. Each layer shall be deposited, full-lane width, directly on the prepared subgrade or on the preceeding layer of compacted mixture with a mechanical spreader box of a type approved by the Engineer. Where the base must be constructed in more than one layer, the previous layer shall be maintained in a moistened condition until the succeeding layer is placed. After having been tested for density and approved by the Engineer, the previous layer shall be raked to a depth of one inch and dampened with water immediately prior to placing the succeeding layer so that the layers are in it together. The second layer must be placed the same day as the first layer. The Engineer of the Board of Local Improvements shall determine when the base course shall be constructed in one or more lifts. When placed, the pozzolanic mixture shall be free from segregation and shall require minimum blanding and manipulation. Immediately after placing, the mixture shall be compacted with a pneumatic-tired roller, or with a vibratory compactor, or with a combination of the two. The base course, shall be given a final rolling with a three wheel or tandem roller. If the pozzolanic base is placed on gradual sub-base, the pozzolanic base shall be compacted to at least 100 per cent of maximum density except that if more than one layer is required the first layer shall be compacted to 97% of maximum density and succeeding layers shall be compacted to 100% of maximum density.

(b) All pozzolanic mixture shall be placed and compacted the same day as it is mixed. The entire base course within the increment of work shall be completed within 24 hours.

(c) Except in specific cases, when otherwise permitted by the Engineer the pozzolanic base course mixture shall be placed between April 15 and October 15 and only when the temperature is 40 or more.

(d) The three wheel or tandem rollers shall weigh from 6 to 10 tons and shall weigh not less than 200 pounds nor more than 325 pounds per inch width of roller. The compression developed by the pneumatic-tired roller shall be not less than 225 pounds per inch of tire width.

IV-4 MATERIALS. All materials shall conform to the following requirements:

(a) Lime. High-calcium hydrated lime or monohydrated dolomitic lime shall be used. The lime shall have a total oxide (calcium and magnesium) equivalent of not less than 85 per cent and a loss of ignition of not more than 25 per cent. Monohydrated dolomitic lime shall have only the calcium component hydrated. Exposure of the lime to air shall be held to a minimum. If more than 10 per cent of the lime has reverted to a corbonate, it shall not be used.

(b) Fly ash. The pozzolan, prior to dampening thereof to alleviate the dust problem shall comply with the requirements of AST Designation: C-379 or C-432 with 10% maximum loss on ignition. The tests prescribed by this specification shall be performed at the option of the engineer. At the time of mixing the pozzolan shall be in a finely divided condition such that 95% shall pass a ½ inch seive when dry-sieved.

(c) Course Aggregate. The course aggregate shall be gravel, crushed stone, crushed slag or boiler slag meeting the following requirements:

(1) Gravel, crushed stone or crushed slag. The gradation for all three materials, shall be as follows:

| *Sieve* | *Per Cent by Weight Passing* |
|---|---|
| One inch | 100% |
| ½ inch | 60-100% |
| No. 4 | 40-100% |
| No. 40 | 10- 35% |
| No. 200 | |
| (gravel) | 0- 10% |
| (crushed stone & slag) | 0- 15% |

(2) Boiler slag. The slag shall be wet bottom boiler slag produced as a by-product of a power plant burning pulverized bituminous coal. The slag shall be composed of hard durable particles and shall be free of excessive or harmful amounts or foreign substances. Boiler slag or granulated slag in an oven dry condition shall meet the following gradation requirements:

| *Sieve* | *Per Cent by Weight Passing* |
|---|---|
| No. 4 | 80-100% |
| No. 10 | 55- 90% |
| No. 40 | 0- 25% |
| No. 200 | 0- 10% |

Note: Granulated slag will be permitted only when authorized in writing by the Engineer.

d) Samples. The contractor, shall at his own expense, submit to the Engineer a minimum of 25 pounds of lime, 100 pounds of fly ash and 150 pounds of the course aggregate which he proposed for use in the pozzolanic mixture. The lime, when sampled, shall immediately be placed in a sealed container and shall be kept sealed. Samples shall be furnished at least 45 days prior to the construction of the pozzolanic base course. The samples as submitted will be tested for acceptance of materials and also to determine whether or not they will produce a satisfactory mixture; and will be used to determine preliminary proportions for the mixture composition.

IV-4 COMPOSITION OF MIXTURE.

(a) The lime, pozzolan and aggregate shall be proportioned within the following limits on a dry-weight basis:

PERCENT BY WEIGHT OF TOTAL DRY MIXTURE.

| *Ingredient* | *Gravel, Crushed Stone, Crushed Slag or Aggregate Blend* | *Boiler Slag* |
|---|---|---|
| Lime | 2- 5 | 2- 4 |
| Pozzolan | 8-16 | 15-30 |
| Aggregate | 79-90 | 56-78 |

(b) The actual proportions of lime, pozzolan, water and aggregate will be set by the Engineer before work begins and will be based on tests conducted on mixtures composed of samples of the constituent materials furnished by the Contractor. The right is reserved by the Engineer to make such changes in proportions during the progress of the work as he may consider necessary.

(c) The composition of the mixture shall be such that when molded into cylinders, cured and tested as stated in the following paragraph, each cylinder shall have a minimum compressive strength of 450 psi and a maximum weight loss of 14% after 12 cycles of freezing and thawing.

(d) Test cylinder shall be molded at the optimum moisture content and maximum density in accordance with AASHO Designation T 160, Method C, except that the 5 lift requirement is replaced with 3 lifts and no replacement of course aggregate (+¾ inch sieve) is made. The molded specimens shall immediately be placed in an oven with forced air circulation for 7 days at 100+3 F. At the end of 7 days, the test cylinders for compressive strength testing shall be removed from the containers, allowed to cool to room temperature, soaked for four hours capped and broken for compressive strength within one hour of time of removal from water. The specimens to be tested for freeze-thaw resistance shall be cured in the same manner as the strength specimens without the 4 hour soaking period. After curing the specimens shall be subjected to 12 cycles of freezing and thawing in accordance with AASHO Designation: D 560, sections 5, 9 and 10 pertaining to specimen No. 2 (weight loss specimen).

IV-5 MIXING.

(a) The constituents of the mixture shall be accurately proportioned and thoroughly mixed in a mechanical mixer at a central mixing plant. The measuring devices for proportioning the mixer, either by volume or by weight shall be of such accuracy that the proportions of the mixture based on total dry weight will be maintained within the following tolerances:

| | |
|---|---|
| Lime | +0.3 percent by weight |
| Fly ash | +1.5 percent by weight |
| Aggregate | +2.0 percent by weight |

(b) The equipment used must be provided with means, meeting with approval of the Engineer, for calibration and check tests of measuring devices. In all plants, the water shall be proportioned by weight or volume and there shall be means by which the Engineer may readily verify the amount of water per batch or the rate of flow for continuous mixing. The contractor shall provide a platform scale and make arrangements for the use of a certified truck scale of sufficient capacity for calibration and periodic check tests of the feeders or measuring devices as needed during production.

(c) The mixer shall be capable of producing a uniform mixture. Mixing operations shall be continued until all ingredients are distributed evenly throughout the mixture and a uniform mixture, free of segregation, is obtained. The engineer shall be the sole judge of the adequacy of mixing. The mixer shall be capable of discharging the mixture without undue segregation. The moisture content at the time of mixing shall be such that the moisture content at the time of compaction will be within 85 to 110 percent of the optimum moisture determined.

IV-6. PRIME COAT. On the prepared base after removing, by sweeping or otherwise, any loose material, dirt or debris, shall be applied a prime coat of bituminous material at the rate of 0.15 to 0.30 gallons per square yard, using asphalt: MC -0 .

Prime coat for the above and its application shall conform to the following:

(a) This material shall be homogenous and shall show no separation of asphalt after thorough mixing, within 30 days after delivery, provided separation has not been caused by freezing. It shall coat the aggregate being used in the work to the satisfaction of the engineer and shall conform to the following requirements:

| | | |
|---|---|---|
| Flash Point (Tag open cup) °F. | | 100 plus |
| Viscosity, Saybolt Furolat 77° | Sec. 75-150 | |
| Distillate to 437° | 25- | |
| Distillate to 500° | 40- 70 | |
| Distillate to 600° | 75- 93 | |
| Residue from Distillation to 680°F. percent volume by difference | | 50 plus |
| Tests on Residue: | | |
| Penetration at 77°F. 100g 5, | Sec. 150-300 | |
| Ductility at 77°F. cm (when penetration at 77°F. is between 150-200) | | 100 plus |
| Ductility at 60°F. cm (when penetration at 77°F. is between 200-300) | | 100 plus |
| Bitumen soluble in carbon disulphide, percent | | 99.5 plus |

(b) The pressure distributor used for applying the liquid shall meet the following requirements:

It shall operate smoothly at low speed.

It shall have a dial and pressure gauge, spray bars of various lengths, and a hand spray bar for applying materials at street and alley returns and radius corners.

(c) A tank thermometer to determine the temperature of the contents of the tank and a tachometer to enable the driver to maintain the constant speed necessary for the correct application of the specified quantity of bitumen. The cost of this material, together with the cost of labor, equipment and other costs required in placing such materials shall be included in the unit price bid per square yard of pavement.

Upon the primed pozzolanic base course shall be placed two courses of asphaltic concrete and shall meet the same requirements as previously stated.

### SECTION VI

VI-I. This item shall consist of a mixture of aggregate (crushed stone) and bituminous material, plant mixed and constructed on a prepared subgrade in accordance with the requirements of the Board of Local Improvements. The base course shall be laid according to the lines and grades as established by the Engineer. The thickness will be as shown on the standards or plans or as established by the Engineer.

VI-II. All materials shall conform to the requirements of the Standard Specifications for Road and Bridge construction, State of Illinois, adopted August 1, 1968 and the supplemental specifications in effect on the date of invitation for bids.

(a) The sources of supply shall be State approved. Satisfactory evidence shall be presented by the material supplier as to the ability of the source of supply to furnish the aggregate in proper quantity and meet the requirements as to grading and quality.

(b) Gradation of the aggregate shall meet the following requirements:

| | |
|---|---|
| Passing 1″ sieve | 100% |
| Passing ½″ sieve | 60-100% |
| Passing No. 4 sieve | 40- 65% |
| Passing No. 8 sieve | 25- 55% |
| Passing No. 200 sieve | 5- 15% |

The Contractor may have the option of deviating from these requirements provided he receive the approval of the Engineer. The Contractor must notify the Engineer a sufficient time in advance of his operation.

(c) If approved by the Engineer, the material may be produced by blending aggregate from more than one source. The components of a blend need not be of the same kind of material. The method of blending must meet the approval of the Engineer. The sources of material and the blending proportions shall not be changed during the progress of the work without written permission from the Engineer.

(d) The bituminous materials used in the mixture shall be asphalt cements of 85-100, 100-120, or 120-150 penetration grade. The same grade of bituminous material shall be used throughout the work. The Engineer reserves the right to specify the grade to be used. The percentage of residual bitumen shall be 3 to 6%. The Engineer may make such changes in proportions during the progress of the work as he may consider necessary.

(e) *Samples and Tests.*

A ½ gallon sample of the bituminous aggregate mixture for each 5,000 tons produced, shall be taken by the Engineer for extraction tests. A minimum of three samples shall be submitted. The sample shall be a composite sample taken from at least 5 trucks. A one-quart sample of the bituminous material being used shall be taken by the Engineer at the same time the bituminous aggregate mixture sample is taken. The sample shall be taken from the line leading to the asphalt bucket or pug mill spray bar or directly from the asphalt bucket or spray bar. Paving asphalt shall be submitted in a one-quart friction top can.

(f) *Mixture Composition and Control Factors.* The Contractor, at his expense, shall submit a sample of 100 pounds of the aggregate to the Engineer which he proposes to use in the bituminous mixture. The sample shall be submitted at least three weeks prior to start of base construction. The aggregate sample shall be taken under the supervision of the Engineer.

At the time of submitting the sample, the Contractor shall state the source of the aggregate and the source and grade of the asphalt that he will use. The sample submitted to the Engineer when mixed with the designated grade of asphalt shall produce a satisfactory bituminous mixture that will have a strength of at least 100 pounds greater than the minimum requirements shown on the plans. If the material will not produce a satisfactory mixture meeting this requirement, the Contractor shall submit a material that will comply.

If the aggregate furnished for design purposes contains some crusher material, the Contractor shall submit with the sample a statement giving the percentage of plus No. 4 material that is crushed. Throughout the improvement this percentage shall be maintained within a minus 5 percentage points of this amount.

(g) The mix to be used shall be prepared as required by the appropriate state specification.

(h) The Engineer may order any tests that he may deem necessary to insure the quality of the work.

VI-III. *Construction Procedure.*

(a) Transportation of bituminous mixes shall be governed by Article 46.14 of the Standard State Specifications.

(b) The subgrade shall be prepared as required in Section II of these specifications. The Contractor shall notify the Board of Local Improvements a sufficient time before laying the base course to allow for an inspection of the subgrade. The base course shall not be placed except in the presence of the Engineer or his representative.

(c) The base course shall be spread by an approved type asphalt spreading and finishing machine. The machine shall meet the requirements of Article 133.3 and its addendums of the State Specifications, or it may be a type approved by the Engineer.

(d) The base course shall be constructed only when the temperature in the shade is at least 40 degrees F. In specific cases, the Engineer may order a waiver of this limitation.

(e) The base course mix shall be delivered at a temperature of 225 degrees to 325 degrees F.

(f) The base course may be constructed in one or more courses, the decision shall be made by the Engineer for each project.

(g) The base course shall be compacted with three-wheel rollers or tandem rollers weighing from 6 to 12 tons and shall not weigh less than 200 pounds nor more than 400 pounds per inch of width of roller. Vibrating rollers will be permitted if approved by the Engineer.

(h) The first layer of the bituminous mixture shall be compacted to a density of not less than 90% of the theoretical density. Succeeding layers or where one layer is used shall be compacted to a density of not less than 90%. The theoretical density shall be computed from the saturated surface dry specific gravity of the aggregate, and the specific gravity of the asphalt at 77 degrees F., or it may be determined by the high pressure air meter. The density of each of the finished layers of bituminous mixes shall be obtained from specimens furnished by the Contractor. Specimens shall be cut by the Contractor from the finished layer with a core drill. The diameter of a specimen shall in no case be less than 3⅞ inches nor more than 4 inches. Four specimens shall be taken for each day's run for each layer. When directed by the Engineer, additional specimens shall be taken but the total number from one day's run shall not exceed 20. The Contractor shall remove the specimens at locations designated by and in the presence of the Engineer and transport them to a location designated by the Engineer. Extreme care shall be taken to avoid damage to the specimens. The holes caused by the removal of the specimens shall be refilled immediately with bituminous aggregate mixture meeting these specifications, compacted and finished to the satisfaction of the Engineer. The cost of the work required in taking and transporting the specimens and in refilling the holes caused by removal of the specimens shall not be paid for separately, but shall be included in the unit price bid per square yard for pavement.

(i) The stability of the completed base course shall be not less than 900 pounds as required by the State of Illinois.

(j) *Tolerance in Thickness.* It is the intent that the base course shall be constructed to the nominal thickness shown on the plans. Thickness determinations shall be made at such points as the Engineer may select. If thicknesses less than 95% of nominal thickness are encountered, the extent and depth of the deficient area shall be determined and Bituminous Mixture Base Course or Bituminous Concrete Surface Course shall be placed by the Contractor at his expense to bring the deficient area of the base to nominal thickness. If Bituminous Concrete Surface Course is used, it may be placed as part of the surfacing operation.

(k) On the finished base course shall be laid a bituminous concrete course of 1½ inches in thickness, the surface course shall be constructed in accordance with the requirements of Section IV-12 through IV-19 of these Specifications.

P.C.C. Sidewalk removal and replacement.

Concrete crosswalks shall be built according to the Standard City Code of the City of Chicago.

The concrete shall conform to Class X Concrete (as described in this ordinance for curbs and gutters).

All existing catchbasins which are to be abandoned are located at the intersections of said street(s). Where existing catchbasins are to be abandoned, the outlet pipe connection from the catchbasin to the sewer shall be plugged and properly sealed and the corbel courses broken down and the catchbasin cleaned and filled with suitable material.

Additional masonry where necessary.

Curb removal where necessary.

P.C.C. Driveways removal and replacement.

Said work is to be done in a workmanlike manner under the superintendence of the Board of Local Improvements of the said City of Chicago.

*Section 2.* That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost hereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

*Section 3.* That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled, "An Act Concerning Local Improvements", approved June 14, A.D. 1897, and the amendments thereto, and that of said special assessment the sum of Thirteen Thousand One Hundred Forty-One and Seventy-Five One-Hundredths Dollars ($13,141.75) not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with

Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

*Section 4.* That the aggregate amount herein ordered to be assessed against the property, and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of six (6) per centum per annum according to law until paid.

*Section 5.* That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (excepting such part, if any, that is chargeable to the City of Chicago for public benefits to public lands), bonds shall be issued payable out of said installments bearing interest at the rate of six (6) per centum per annum, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provision of the Act of the General Assembly of the State of Illinois, entitled, "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

*Section 6.* That the Corporation Counsel be and he is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

*Section 7.* That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

*Section 8.* This ordinance shall be in force from and after its passage.

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# REPORTS OF COMMITTEES.

Committee reports were submitted as indicated below. *No request under the statute was made by any two aldermen present to defer any of said reports for final action thereon, to the next regular meeting of the Council, except where otherwise indicated.*

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## COMMITTEE ON FINANCE.

### Single Lot in Unincorporated Territory Annexed to City of Chicago; Incorporated within Boundaries of 13th Ward and Classified for Zoning Purposes.

The Committee on Finance submitted a report recommending that the City Council pass the following two proposed ordinances transmitted therewith to annex to the City of Chicago a single lot adjacent to W. 77th Street and S. Laporte Avenue now in unincorporated territory to be included within the boundaries of the 13th Ward and classified for zoning purposes.

On separate motions made by Alderman Keane *each* of the two proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—**46.**

*Nays*—None.

Said ordinances as passed read respectively as follows (the Italic heading in each case not being a part of the ordinance):

*Annexation of Territory*

Whereas, The property hereinafter described lies within unincorporated territory; and

Whereas, Said property hereinafter described contains less than sixty (60) acres; and

Whereas, Said property, as hereinafter described, is wholly surrounded by the City of Chicago, and is situated in the County of Cook and State of Illinois; and

Whereas, The City Council of the City of Chicago hereby declares that all steps, proceedings, and actions proper for the purpose of authorizing the annexation of said territory to the City of Chicago have been complied with according to law; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

Section 1. That the territory known and described as follows, to wit:

> Lot 32 in Cicero Avenue and 77th Street Subdivision, being a Subdivision of the South 1/5 of the North 5/12 of the South 60 Acres of the East ½ of the Southeast ¼ of Section 28, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois,

said property lying within unincorporated territory containing sixty (60) acres or less and being wholly surounded by the City of Chicago, be and the same is hereby annexed to the City of Chicago and incorporated within the boundaries of the 13th Ward.

Section 2. The City Clerk is hereby directed to file in the Office of the Recorder of Deeds of Cook County, Illinois, in the manner and form and at the time prescribed by statute in such case made and provided, a certified copy of this ordinance, and a proper map of the territory hereby annexed, duly certified by the Mayor and City Clerk.

SECTION 3. This ordinance shall be in force and effect from and after its passage.

### *Zoning Classification of Annexed Area*

WHEREAS, The Corporate Authorities of the City of Chicago have by ordinance annexed certain lands as hereinafter described; and

WHEREAS, The Department of Development and Planning, pursuant to the provisions of Article 5.4 of the Comprehensive Zoning Amendment of the City of Chicago, has reviewed said annexation and made certain recommendations concerning zoning of said territory; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the territory described as follows:

> Lot 32 in Cicero Avenue and 77th Street Subdivision, being a Subdivision of the South 1/5 of the North 5/12 of the South 60 Acres of the East ½ of the Southeast ¼ of Section 28, Township 38 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois,

be and the same hereby is zoned R4 General Residence District.

SECTION 2. That this ordinance shall be in force and effect from and after its passage and filing of the annexation ordinance concerning said lands hereinbefore described.

### Execution of Lease Agreement Authorized with American Airlines, Inc. for Hangar Site Addition at Chicago-O'Hare International Airport.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, to authorize execution of lease agreement with American Airlines, Inc., for hangar site addition at Chicago-O'Hare International Airport.

On motion of Alderman Keane the said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—46.

*Nays*—None.

**The following is said ordinance as passed:**

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Mayor, subject to attestation by the City Clerk, approval of the City Comptroller and the Commissioner of Aviation, and by the Corporation Counsel as to form and legality, is authorized to execute in behalf of the City of Chicago an Agreement with American Airlines, Inc., for certain therein to be described premises at Chicago-O'Hare International Airport, said agreement to be in the following form:

### HANGAR SITE LEASE

This Lease, made and entered into as of this.... day of ................, 19..., by and between the City of Chicago, a municipal corporation of the State of Illinois (hereinafter referred to as "City"), and American Airlines, Inc., a corporation organized and existing under and by virtue of the laws of the State of Delaware (hereinafter referred to as "Airline"),

WITNESSETH:

Whereas, City owns and operates the airport known as Chicago-O'Hare International Airport (a plat of said airport being attached hereto as Exhibit A and made a part hereof) situated in the County of Cook and the County of DuPage, State of Illinois (hereinafter, together with any additions thereto or enlargements thereof, whether or not made with corporate funds of City, Government Grants in Aid, Approved Revenue Bonds (as such term is hereinafter defined) or any other funds of any nature whatsoever, referred to as the "Airport") with the power to lease premises and facilities and to grant rights and privileges with respect thereto, all as hereinafter provided; and

Whereas, City and Airline have entered into an agreement as of January 1, 1959, entitled and hereinafter referred to as the Airport Use Agreement; and

Whereas, Airline is engaged in the business of air transportation and desires to lease certain premises and facilities and to obtain certain rights and privileges with respect thereto and to the use of the Airport upon the terms and conditions hereinafter provided; and

Whereas, City is willing to lease to Airline such premises and facilities, and to grant to Airline such rights and privileges, upon the terms and conditions hereinafter provided;

Now, Therefore, for and in consideration of the premises (which are incorporated into the body of this lease as fully as if they were set forth therein) and of the mutual covenants and agreements herein contained, and other valuable considerations, the parties hereto covenant and agree as follows:

### Article I

#### *Premises*

Section 1.01—*Lease of Premises—Use of Demised Premises.* City does hereby lease to Airline, and Airline does hereby lease from City a parcel of land comprising twenty-two and five hundred sixty-nine one thousandths (22.569) acres (hereinafter, together with any buildings and improvements now or hereafter located thereon, referred to as the "Demised Premises") located at the Airport in the Hangar Area and shown as outlined in "Red" and described in Exhibit A attached hereto, together with the facilities, rights and privileges hereinafter described.

Airline is hereby granted the exclusive use of the Demised Premises, subject to the terms and provisions hereof and to rules and regulations promulgated by City in accordance with Article VI hereof for any and all purposes reasonably necessary or convenient in connection with the conduct by Airline of air transportation, including, without limitation, the following:

(a) the repairing, maintenance, conditioning, testing, parking, moving and storage of aircraft and other equipment operated by Airline or by any other scheduled air transportation company;

(b) the loading and unloading of persons, property, cargo and mail upon or from aircraft operated by Airline or by any other scheduled air transportation company; provided, however, such loading and unloading shall not be so conducted as to constitute use of the demised premises as a substitute for normal passenger terminal area operations;

(c) the servicing of aircraft and other equipment operated by Airline or by any other scheduled air transportation company, with gasoline, oil, greases, lubricants and any other fuel or propellant, and with foods, beverages and other supplies and materials;

(d) the training of personnel in its employ or under its direction;

(e) the maintenance and operation, subject to the approval of the Commissioner of Aviation with respect to compliance with applicable safety requirements, of facilities and equipment for the storage, handling and dispensing of gasoline, oil, greases, lubricants and any other fuel or propellant, and other supplies and material;

(f) the maintenance and operation, subject to the approval of the Commissioner of Aviation with respect to compliance with applicable health and safety requirements of a water storage tank or tanks and sewerage systems and related facilities and equipment, including the right to grant to others the use of the same under such conditions as Airline may prescribe;

(g) the maintenance and operation of communication, meteorological and aerial navigation facilities and equipment; provided, the exercise of such right does not interfere with City's operation of the Airport for the benefit of all aircraft using the Airport;

(h) the maintenance and operation of a private cafeteria, restaurant and other food and beverage preparing and dispensing facilities and equipment for the purpose of preparing and serving foods and beverages for consumption by Airline's employees and invitees and for consumption on aircraft operated by Airline or by any other scheduled air transportation company; provided, however, that nothing contained in this subparagraph (h) shall be deemed to give Airline the right to maintain or operate a public cafeteria, restaurant or other food and beverage preparing and dispensing facilities and equipment for the purpose of selling food or beverages to the public as a caterer or otherwise;

(i) the maintenance and operation of automobile parking areas on the demised premises for the parking of automobiles by Airlines' employees and invitees;

(j) the maintenance and operation of reservations offices, administrative offices and operations offices;

(k) the sale, disposal or exchange of Airline's aircraft, engines, accessories, gasoline, oil, greases, lubricants, other fuel or propellant, other equipment or supplies, and any articles or goods used by or acquired for use by Airline in connection with its conduct of air transportation; provided, however, that Airline shall not sell, dispose of or exchange any such items to others than its employees or scheduled air transportation operators, unless such items represent surplus items at the time no longer reasonably necessary in connection with the conduct by Airline of its air transportation business; and provided further, that Airline shall not sell, dispose of or exchange gasoline, oil, greases, lubricants, fuel or propellants, except to a subsidiary or affiliated company or to other scheduled air transportation companies;

(l) the purchase or otherwise obtaining and using of property of any nature, reasonably necessary or convenient for its operations, from any supplier of its choice; and

(m) the maintenance and operation of hangar buildings, facilities and equipment and the carrying on of activities reasonably necessary or convenient in connection with the foregoing;

provided, however, that the foregoing shall not permit the conduct by Airline of any business separate from its operation of an air transportation system; and further provided, that the rights conferred under this Article I may be exercised by Airline alone or in conjunction with other Airline Parties, directly or through another designated by it or them, excepting that the rights conferred by subparagraph (c) above to service aircraft and other equipment with gasoline, oil, greases, lubricants, and other fuel or propellant may be exercised by Airline in conjunction with other Airline Parties, either directly or through another designated by them, only with respect to aircraft and other equipment operated by Airline Parties.

Section 1.02—*Ingress and egress. Right to connect taxiway, roadways, etc.* Subject to rules and regulations promulgated by City in accordance with Article VI hereof, Airline shall have the right and privilege over the Airport of ingress to and egress from the demised premises for its employees, agents, passengers, guests, patrons and invitees, its or their suppliers of materials and furnishers of service, and its or their aircraft, equipment, vehicles, machinery and other property, including the right to construct, install, maintain, use and operate facilities and equipment on the Airport for the purpose of connecting the demised premises with taxiways, roadways, water lines, sewer lines, drainage ditches and utility lines serving the Hangar Site Area, any such connection to be at a point and over a route approved by the Commissioner of Aviation and the Commissioner of Public Works, as being the most practical place and route available. Airline shall pay all charges for electric power furnished to the demised premises. Except as in this Lease or any other Agreement between City and Airline otherwise specifically provided, no charges, fees or tolls of any nature, direct or indirect, shall be imposed by City upon Airline, its employees, agents, passengers, guests, patrons and invitees, its or their suppliers of materials and furnishers of service, for such right of ingress and egress, or for the privilege of purchasing, selling or using any materials or services purchased or otherwise obtained by Airline as provided in subparagraphs (k) and (l) of this Section, or transporting, loading, unloading or handling persons, property, cargo, or mail in connection with Airline's business or exercising any right or privilege granted by City hereunder. The foregoing shall not preclude City or its Concessionaires from making and collecting a charge for the use of public automobile parking areas, sightseeing facilities or ground transportation to or from the Airport furnished by City or its concessionaires, or preclude City from imposing any sales, occupation or other taxes provided by law, permit or license fee not inconsistent with the rights and privileges granted to Airline hereunder.

Section 1.03—*Use of Premises on Behalf of or by Others.* Any of the premises leased to Airline under this Article I may also be used, in whole or in part, by Airline on behalf of or in conjunction with any other Airline Party or Parties in connection with the conduct of air transportation by such other Airline Party or Parties, to the same extent as Airline is entitled to use such premises in its own behalf in connection with its conduct of air transportation. Airline shall also be entitled to sublease any of such premises, in whole (subject to the prior approval of City) or in part, to any other Airline Party or Parties for use in connection with the conduct of air transportation by such other Airline Party or Parties, to the same extent as Airline is entitled to use such premises in its own behalf in connection with its conduct of air transportation. In case of any use of any of such premises by Airline on behalf of or in conjunction with any other Airline Party or Parties, or in case of any sublease of any of such premises in accordance with the foregoing provisions, Airline shall remain liable for its obligations hereunder and the rights and privileges granted hereunder to Airline, its employees, agents, passengers, guests, patrons and invitees and its or their suppliers of materials and furnishers of service shall be granted with respect to such premises (except as may be otherwise provided in any such sublease) to such other Airline Party or Parties, and its or their employees, agents, passengers, guests, patrons, invitees, suppliers of materials and furnishers of service.

Notwithstanding the foregoing provisions of this Section 1.03, no use of any of the premises leased to Airline under this Article I may be made by Airline on behalf of or in conjunction with any other Airline Party or Parties, Airline shall not sublease any part or parcel of the demised premises or permit the use or occupancy of any part or parcel of the demised premises (except by other "Airport Use Agreement Parties" as set forth herein) except upon the prior written approval of, and subject to such other terms and conditions as may be imposed by the Commissioner of Aviation and the City Council, in each instance.

### Article II

*Term*

This Lease shall be for a term of twenty (20) years commencing on the ..... day of ........., 19..., and unless earlier terminated or extended as provided herein, expiring on the ..... day of ......................., 198...

### Article III

*Rentals*

As rental for the Demised Premises, and all of the rights granted hereunder, Airline shall pay on or before the first day of each calendar month a monthly rental (hereinafter called "ground rental") of Three Thousand Seven Hundred Sixty-One and 50/100 Dollars ($3,761.50). Said payments to be made in advance, commencing on the effective date of this lease as described in Section 16.02 hereof.

The ground rental shall be payable at the office of the City Comptroller. Any rental payable by Airline hereunder which is not paid when due shall bear interest at the rate of seven per cent (7%) per annum from the due date thereof until paid. If any rental hereunder commences or terminates prior to the last day of any month, such rental for such month shall be determined on a pro rata basis according to the number of days of such month involved.

### Article IV

*Construction and Maintenance of Hangar*

Section 4.01—*Construction of Hangar by Airline.* Airline shall be permitted to construct on the Demised Premises a hangar (which term as used herein, includes related hangar ramp aprons, facilities and fixtures necessary or incidental to normal operation of a hangar). For the purpose of this Section 4.01, construction of Airline's hangar on the Demised Premises may include construction by Airline of connections with any taxiway, roadway, water line, sewer line, drainage ditch and utility lines serving the Demised Premises. All of the plans and specifications for Airline's construction hereunder shall be submitted to the Commissioner of Aviation and the Commissioner of Public Works for approval prior to the commencement of construction.

Section 4.02—*Construction, Maintenance and Repair by Airline.* In addition to the initial construction permitted in Section 4.01, above, Airline may construct or install, at its own expense, any buildings, improvements, facilities and equipment, and any additions thereto, on the Demised Premises. All such construction or installation shall be made after obtaining any requisite building or construction licenses or permits. Plans and specifications of any such proposed construction or installation (including the initial construction and any substantial alteration or addition thereto) shall be submitted to and receive the approval of the Commissioner of Aviation and the Commissioner of Public Works prior to the commencement of construction or installation. Subject to the provisions of Section 4.01 and Article VIII hereof, Airline shall keep and maintain all buildings, improvements and facilities and additions thereto, constructed or installed by Airline on the Demised Premises in good condition and repair. No restrictions shall be placed on Airline as to the architects, builders or contractors who may be employed by it in connection with construction, installation, alteration, repair or maintenance by Airline on the Demised Premises. All buildings and permanent improvements constructed by Airline on the Demised Premises shall become the property of City upon completion of construction thereof.

Notwithstanding the foregoing, Airline shall, after completion of the construction provided for by Section 4.01 hereof, keep the Demised Premises and all construction and installations made thereon in a sanitary and sightly condition, and shall comply with all health and safety requirements applicable thereto.

Any advertising signs installed by Airline shall be limited to those which advertise air transportation, and the number, general type, size, design and location of such signs shall be subject to the approval of the Commissioner of Aviation.

Section 4.03—*Lighting.* Airline shall illuminate the apron in front of each building on the Demised Premises with flood lights and shall place and maintain at all times red obstruction lights on the highest point and on each corner of such building and on the highest point of each smoke stack, pole, aerial and antenna on the Demised Premises. The obstruction light fixtures shall be of a dual type and the lights shall be kept burning at Airline's expense from dusk to dawn and during period of restricted visibility.

Section 4.04—*Covenant Against Liens.* Airline shall keep the Demised Premises and the buildings, improvements and facilities constructed thereon free and clear of any and all liens in any way arising out of the action, or use thereof, by Airline; provided, however, that Airline may in good faith contest the validity of any lien.

Section 4.05—*Performance by City upon Failure of Airline to Maintain.* In the event Airline fails to perform for a period of thirty (30) days after notice from City so to do, any obligation required by Sections 4.02, 4.03 and 4.04 hereof to be performed by Airline, City may enter the premises involved (without such entering causing or constituting a termination of this Lease or an interference with the possession of said premises by Airline) and do all things necessary to perform such obligation, charging to Airline the cost and expense thereof and Airline agrees to pay City such charge in addition to any other amounts payable by Airline hereunder; provided, however, that if Airline's failure to perform any such obligation endangers the safety of the public or of employees of City, and City so states in its notice to Airline, City may perform such obligation of Airline at any time after the giving of such notice and charge to Airline, and Airline shall pay, as aforesaid, the cost and expense of such performance.

## Article V

*Performance by City*

Section 5.01—*Facilities Furnished by City.* In addition to the taxiways and roadways connections to be constructed by Airline, City has constructed taxiways, roadways, water lines, sewer lines and drainage ditches serving the Demised Premises. Airline is granted the right and privilege to use all of such taxiways, roadways, water lines, sewer lines and drainage ditches in common with others; provided, however, that Airline shall be required to pay to City a reasonable charge for direct metered water supplied by City to Airline through any such water line.

Section 5.02—*Maintenance and Operation.* City shall operate and maintain, in all respects in a manner consistent with that of a reasonably prudent operator of an airport, and keep in good condition and repair (including the removal of snow, vegetation, stones and other foreign matter as reasonably as may be done, from taxiways, including roadways, apron and taxiways constructed by Airline pursuant to Section 4.01 and located outside the Demised Premises) all taxiways, connections therefrom, roadways, water lines, sewer lines, drainage ditches, additions, improvements, facilities and equipment now or hereafter provided by City serving the Demised Premises but located outside the Demised Premises.

Section 5.03—*Taxes on Demised Premises.* Airline shall pay any and all taxes or special assessments, if any which may be levied or assessed upon the Demised Premises; or on any personal property or leasehold of Airline located on the Demised Premises.

Section 5.04—*Exclusive Possession.* City agrees that Airline, performing its obligations hereunder, shall be entitled to and shall have the exclusive possession and enjoyment of the premises, rights and privileges leased to it hereunder, subject, however, to the provisions hereof.

Section 5.05—*Performance by Airline upon Failure of City to Maintain and Operate.* In the event City fails to perform, for a period of thirty (30) days after notice from Airline so to do, any obligation required by this Article V to be performed by City, Airline may perform such obligation of City and bill City for the cost to Airline of such performance; provided, however, that if City's failure to perform any such obligation endangers the safety of Airline's operations at the Airport and Airline so state in its notice to City, Airline may perform such obligation of City at any time after the giving of such notice and bill City for Airline's cost of such performance, but Airline shall not deduct any such cost from any amounts due hereunder or under any other agreement between Airline and City relating to the Airport unless at the time there are no Approved Revenue Bonds outstanding. City, however, shall not be liable to Airline for any loss of revenues to Airline resulting from any of City's acts, omissions or neglect in the maintenance and operation or otherwise by it of the Airport or any facilities now or hereafter connected therewith.

## Article VI

*Rules and Regulations*

Airline shall observe and obey all rules and regulations governing the conduct and operation of the Airport, promulgated from time to time by City, which are reasonably required for the prudent and efficient operation of the Airport and are not inconsistent with the reasonable exercise by Airline of any right or privilege granted to it hereunder or under any other agreement between Airline and City relating to the Airport or any part thereof, nor inconsistent with safety nor with the rules and regulations of any Federal or State agency having jurisdiction with respect thereto, nor inconsistent with the procedures prescribed or approved from time to time by the Civil Aeronautics Administration or any other governmental authority having jurisdiction over operations at the Airport.

City, however, shall have no control over the rates, fares or charges that Airline may prescribe in connection with its conduct of an air transportation business.

## Article VII

*Exercise by City of Governmental Functions*

Nothing contained herein shall impair the right of City in the exercise of its governmental functions to require Airline to pay any tax or inspection fees or to procure necessary permits or licenses, provided such requirement is not inconsistent with the rights and privileges granted to Airline hereunder.

## Article VIII

*Indemnity and Insurance*

Section 8.01—*Liability Arising from Act of Airline.* Airline agrees to indemnify and hold City harmless from and against all liabilities, judgments, costs, damages and expenses which may accrue against, be charged to or recovered from City by reason or on account of damage to the property of City or the property of, injury to or death of any person, arising from Airline's use and occupancy of and operations at the Airport, including acts of its agents, contractors and subcontractors, except when caused by City's sole negligence or by the joint negligence of City and any person other than Airline, its agents, contractors and subcontractors; provided that City shall give Airline prompt and timely notice of any claim made or suit instituted which, in any way, affects Airline or its insurer, and Airline or its insurer shall have the right to compromise and defend the same to the extent of their own interests. Any final judgment rendered against City for any cause for which Airline is liable hereunder shall be conclusive against Airline as to liability and amount.

Airline shall, at its own expense, keep in force insurance of the following types and in not less than the following amounts, issued by a company or companies of sound and adequate financial responsibility, insuring Airline and City against all liabilities for accidents arising out of or in connection with Airline's use and occupancy of and operations at the Airport, except when caused by City's negligence alone or jointly with any person other than Airline, its agents, contractors and subcontractors, and shall furnish to City certificates evidencing such insurance, naming City as an additional assured thereunder, subject to the limitations set forth above in respect of City's negligence, to wit:

| | |
|---|---|
| Aircraft Public Liability Insurance | $ 100,000 per person |
| | $1,000,000 per accident |
| Aircraft Property Damage Insurance | $ 200,000 per accident |
| Comprehensive Public Liability Insurance | $ 100,000 per person |
| | $ 250,000 per accident |
| Comprehensive Property Damage Insurance | $ 100,000 per accident |

If pursuant to any other agreement between Airline and City, Airline is complying with requirements identical with those of this Section, such compliance shall also serve as compliance with the requirements of this Section.

Section 8.02—*Insurance in Connection with Construction by Airline.* Airline shall, until the date of completion of Airline's hangar being constructed by Airline, keep in force insurance issued by a responsible insurance company or companies, insuring City against all liabilities for public liability or property damage arising out of or in connection with the construction upon or the use and occupancy of the Demised Premises in amounts of comprehensive insurance not less than those provided in Section 8.01 hereof, and insuring Airline's hangar during construction under completed builder's risk insurance, against fire, extended coverage, vandalism and sprinkler leakage in an amount equal to the full insurable value of such construction as the same progresses in order to assure continuity of construction and ultimate completion despite damage or destruction suffered during the course thereof.

Section 8.03—*Insurance of Airline's Hangar After Construction.* Airline shall obtain and keep in effect at all times during the term of this Agreement fire and extended coverage insurance upon hangar. The policy or policies of insurance acceptable to Comptroller shall be for not less than eighty per cent (80%) of the full insurable value of hangar and other improvements and proceeds therefrom shall be expended for the repair and restoration of said hangar and other improvements which Airline agrees it shall undertake to do as is further provided in Section 8.04 hereof.

Section 8.04—*Repair or Restoration of Hangar.* If during the term hereof the hangar shall be destroyed or damaged in whole or in part by fire or other cause, Airline shall promptly repair, replace and rebuild the same, with and to the extent of the insurance proceeds available, at least to the extent of the value and as nearly as possible to the character of the hangar existing immediately prior to such occurrence. Airline shall submit plans for such replacement or rebuilding to the Commissioner of Aviation and the Commissioner of Public Works for approval prior to the commencement of any construction. The period of time during which Airline is repairing, restoring or rebuilding said hangar or other improvements subsequent to damage or destruction thereof by fire or otherwise, shall not be considered abandonment or non-use of the premises under the provisions of this agreement. Airline shall continue to pay the ground rental hereunder during the period said hangar shall be damaged or destroyed.

### Article IX

*Termination by City*

City may terminate this Lease by giving Airline sixty (60) days advance notice upon or after the happening and during the continuance of any one of the following events:

(a) The filing by Airline of a voluntary petition in bankruptcy. In such event, City shall have the right to file a claim as a creditor and the rentals due and to become due under the terms of the Lease shall be accelerated and become due and payable.

(b) The institution of proceedings in bankruptcy against Airline and the final adjudication of Airline as a bankrupt pursuant to such proceedings.

(c) The taking by a court of competent jurisdiction for a period of sixty (60) days of all or substantially all of Airline's assets pursuant to proceedings brought under the provisions of any Federal reorganization act.

(d) The appointment of a receiver of all or substantially all of Airline's assets and Airline's failure to vacate such appointment within sixty (60) days thereafter.

(e) The assignment by Airline of its assets for the benefit of its creditors.

(f) The abandonment by Airline of its conduct of air transportation at the Airport.

(g) The default by Airline in the performance of any covenant or agreement required to be performed by Airline herein and the failure of Airline to remedy such default, or to take prompt action to remedy such default, within a period of sixty (60) days after receipt from City of notice to remedy the same.

No waiver by City of default of any of the terms, covenants or conditions hereof to be performed, kept and observed by Airline shall be construed to be or act as a waiver of any subsequent default of any of such terms, covenants and conditions.

### Article X

*Recovery of Possession by City*

If Airline shall vacate or abandon the Demised Premises or in case of the termination of this Lease, Airline's right to the possession of the Demised Premises shall terminate, with or without any further notice or demand whatsoever, and the mere mention of possession thereafter by Airline shall constitute a forcible detainer of said premises, and upon the termination of Airline's right of possession, as aforesaid, Airline agrees to surrender its possession of said premises immediately, without the receipt of any demand for rent, notice to quit or demand for possession of said premises whatsoever, and hereby grants to City full and free license to enter into and upon said premises, or any part thereof, to take possession thereof, as against Airline and others claiming through it, with or without process of law, and to expel and remove Airline and any other person claiming through it who may be occupying said premises, or any part thereof, and City may use such force in and about so expelling and removing Airline and said other person as may reasonably be necessary, and City may, as against Airline and others claiming through it, repossess itself of said premises as of its former estate, but said entry of said premises shall not constitute a trespass or forcible entry or detainer, nor shall it cause forfeiture of rents due by virtue hereof, nor a waiver of any covenant, agreement or promise herein contained to be performed by Airline.

Airline hereby waives all notice of any election made by City under this Lease, demand for rent, notice to quit, demand for possession, and any and all notices and demands whatsoever of any and every nature which may or shall be required by any statute of this State relating to forcible entry and detainer, or to landlord and tenant, or any other statute, or by the common law during the term of this Lease; provided, however, the foregoing shall not apply to any notice specifically required under the provisions of this Lease. The acceptance of rent, whether as a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by Airline or the giving or making of any notice or demand, whether according to any statutory provision or not, or any act or series of acts except an express written waiver, shall not be construed as a waiver of any right hereby given City, or as an election not to proceed under the provisions of this Lease.

The obligation of Airline to pay the rent reserved hereby shall not be deemed to be waived, released or terminated, by the service of any five-day notice, other notice to collect, demand for possession, or notice by City that the tenancy hereby created will be terminated on the date therein named, the institution of any action of forcible detainer or ejectment or any judgment for possession that may be rendered in such action, or any other act or acts, other than termination of this Lease, resulting in the termination of Airline's right to possession of the Demised Premises. City may collect and receive any rent due from Airline, and payment or receipt thereof shall not waive or affect any such notice, demand, suit or judgment or in any manner whatsoever waive, affect, change, modify or alter any rights or remedies which City may have by virtue hereof.

### Article XI

*Termination by Airline*

Airline may terminate this Lease and any or all of its obligations hereunder at any time that Airline is not in default in the payment of any amount due from it to City, hereunder by giving City sixty (60) days advance notice upon or after the happening and during the continuance of any one of the following events:

(a) The failure or refusal of the Federal Aviation Agency to approve all weather operations into and from the Airport of aircraft of any type operated by Airline in scheduled air transportation using facilities similar to those at the Airport and continuance thereof for a period of at least sixty (60) days.

(b) The issuance by any court of competent jurisdiction of an injunction in any way preventing or restraining the use of the Airport or any part thereof so as to substantially affect Airline's use of the Airport in its conduct of an air transportation system and the remaining in force of such injunction, not stayed by way of appeal or otherwise, for a period of at least sixty (60) days.

(c) The issuance of any order, rule or regulation or the taking of any action by the Civil Aeronautics Board or the Federal Aviation Agency or other competent governmental authority, or the occurrence of any fire, other casualty, act of God or the public enemy, substantially affecting, for a period of at least sixty (60) days, Airline's use of the Airport in its conduct of an air transportation system; provided, however, that none of the foregoing is due to any fault of Airline.

(d) The default by City in the performance of any covenant or agreement required to be performed by City herein or in any other agreement between City and Airline relating to the Airport or any part thereof, and the failure of City to remedy such default, or to take prompt action to remedy such default, within a period of sixty (60) days after receipt from Airline of notice to remedy the same.

(e) The substantial restriction of City's operation of the Airport by action of the Federal Government, or any department or agency thereof, under its wartime or emergency powers, or by action of the State of Illinois, or any department or agency thereof, and continuance thereof for a period of not less than sixty (60) days, provided such restriction adversely affects Airlines operations at the Airport.

No waiver by Airline of default of any of the terms, covenants or conditions hereof, or of any other agreement between City and Airline relating to the Airport or any part thereof, to be performed, kept and observed by City shall be construed to be or act as a waiver of any subsequent default of any of such terms, covenants and conditions.

### Article XII

*Surrender of Possession*

Upon termination of this Lease, Airline shall surrender the Demised Premises, and the buildings and improvements situated thereon, if any, in good condition and repair, reasonable wear and tear excepted.

### Article XIII

*Abatement on Account of Casualty*

If due to damage or destruction by fire, other casualty, act of God or the public enemy, not due to any fault of Airline, any of the facilities to be furnished by the City as provided in Section 5.01 hereof (including the taxiway and roadway connections initially furnished by Airline), shall be rendered unusable to such an extent as to substantially impair the ability of Airline to conduct normal operations on the Demised Premises, then the rental payable hereunder by Airline for the Demised Premises shall be paid up to the date of such damage or destruction, but, unless City shall promptly furnish adequate temporary substitute facilities and expeditiously restore such facilities so damaged or destroyed, such rental shall thereafter abate in an amount directly proportional to the extent Airline's ability to conduct normal operations on the Demised Premises is impaired by such damage or destruction; provided, however, that if City fails to repair such damage or destruction so that Airline's ability to conduct normal operation on the Demised Premises is substantially impaired for more than ninety (90) days, then Airline, at its option, may, by giving to City at least thirty (30) days prior notice, terminate this Lease. City shall not be liable to Airline for damages for City's failure to furnish such temporary substitute facilities or, except as provided in Section 5.05 hereof, for City's failure to expeditiously restore such facilities.

If due to damage or destruction by fire, other casualty, act of God or the public enemy affecting the Airport, Airline's use of the Airport in its conduct of an air transportation system shall be substantially affected, then, without any prejudice to any right of termination hereunder, Airline shall have the right upon notice to City, to the abatement of a just proportion of the rental provided herein from the time of such notice until normal operations are permitted.

### Article XIV

*Right of Airline to remove Property*

Airline shall be entitled during the term of this Lease, and for a reasonable time (not exceeding forty-five (45) days) after its termination, to remove from the premises involved, or any part thereof, all trade fixtures, tools, machinery, equipment, materials and supplies placed thereon by it pursuant to this Lease, subject, however, to any valid lien City may have thereon for unpaid rentals or other amounts, payable by Airline to City hereunder or under any other agreement between City and Airline relating to the Airport or any part thereof, and provided that Airline shall have repaired all damage resulting from such removal.

### Article XV

*Definitions*

The specific terms used in this Lease shall have the same meanings as defined in the Airport Use Agreement entered into January 1, 1959 by and between the City and Airline covering Airline's operations at said Airport.

### Article XVI

*Miscellaneous*

Section 16.01—*Equality of Treatment.* No rights or privileges with respect to or rentals for premises leased for hangar purposes at the Airport shall be granted by City to any air transportation company in competition with Airline, which are more favorable to such company than those granted to Airline, and the effect of which is to place Airline at a competitive disadvantage.

Section 16.02—*Effective Date of Lease.* This Lease shall become effective upon approval of the plans and specifications as provided in Section 4.01 hereof. It is understood that if said plans and specifications are not submitted or approved prior to or within six (6) months after date of authorization of the City Council, this lease shall terminate.

Section 16.03—*Consents and Approvals.* Consents and approvals by the Commissioner of Aviation and the Commissioner of Public Works, as the case may be, shall be in writing and shall not be arbitrarily nor capriciously withheld.

Section 16.04—*Notices.* All notices to City provided for herein shall be in writing and may be sent by registered mail, postage prepaid, addressed to the Commissioner of Aviation of the City of Chicago, City Hall, Chicago, Illinois, 60602, or to such other address as City may designate from time to time by notice to Airline, and shall be deemed given when so mailed. All notices to Airline provided for herein shall be in writing and may be sent by registered mail, postage prepaid, addressed to Airline, Attention: Secretary, American Airlines, Inc., 633 3rd Avenue, New York, N. Y. 10017, or to such other address as Airline may designate from time to time by notice to City, and shall be deemed given when so mailed.

Section 16.05—*Separability.* In the event any covenant, phrase, clause, paragraph, section, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, phrase, clause, paragraph, section, condition or provision shall in no way affect any other covenant, phrase, clause, paragraph, section, condition or provision herein contained.

Section 16.06—*Assignment or sublease.* Airline may assign this Lease and its rights hereunder to any corporation into or with which Airline may merge or consolidate, or which may succeed to the business and assets of Airline. Airline shall be further permitted to assign this Lease only to any wholly owned subsidiary corporation, and in any event, Airline shall be permitted to exercise all of the rights granted to it hereunder as a sub-tenant of said wholly owned subsidiary corporation.

In the event of any assignment or sublease hereunder, Airline shall remain primarily liable for the payment of rentals and other charges required hereunder.

Section 16.07—*Remedies Cumulative.* The rights and remedies hereunder are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

Section 16.08—*Headings.* The Article and Section headings contained herein are for convenience of reference only and are not intended to define, limit or describe the scope or intent of any provision of this Lease.

Section 16.09—*Successors and Assigns.* All of the covenants, stipulations and agreements herein contained shall, subject to the provisions of Section 16.06 hereof, inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

Section 16.10—*Construction.* This Lease shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Illinois.

Section 16.11—*Counterparts.* This Lease has been executed in several counterparts, each of which shall be an original, and all collectively but one instrument.

### Article XVII

*Option to Extend*

City, as part of this Agreement of Lease, and in consideration of the covenants and consideration contained herein, the receipt and adequacy whereof is hereby acknowledged by City, does hereby grant to Airline insofar as City is able so to do the right to extend this Agreement of Lease upon the same terms and conditions including rental for a term commencing as of the expiration date specified in Article II herein and expiring on December 31, 1998.

Airline shall indicate its intention to exercise its option to so extend this Agreement of Lease by notice in writing to City given not less than sixty (60) days prior to the expiration date of the initial term granted herein as specified in the said Article II, and upon proper approval by City this agreement of lease shall be so extended.

### Article XVIII

*Equal Opportunity*

Airline agrees that in performing under this agreement it shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, age, or national origin, nor otherwise commit an unfair employment practice. Airline further agrees that this article will be incorporated by Airline in all contracts entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this agreement. Attention is called to Executive Order 11246 issued September 24, 1965, 3 CFR p. 567, 1966; The Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241 et sub.; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 1967, CH. 38, Secs. 13-1 to 13-4 inclusive; July 8, 1933, Ill. Rev. Stat. 1967, CH. 29, Secs. 17 to 24 inclusive; July 21, 1961, Ill. Rev. Stat. 1967, CH. 48, Secs. 851 to 866 inclusive, and July 26, 1967, Ill. Rev. Stat. 1967, CH. 48, Secs. 881 to 887 inclusive, and an ordinance passed by the City Council of the City of Chicago, August 21, 1945, page 3877 of the Journal of the Proceedings.

To demonstrate compliance the Airline and its contractors and subcontractors will furnish such reports and information as requested by the Chicago Commission on Human Relations.

In Witness Whereof, the City of Chicago has caused this Lease to be executed on its behalf by its Mayor, pursuant to due authorization of the City Council of the City of Chicago and its seal to be hereunto affixed and attested by the City Clerk of the City of Chicago, and American Airlines, Inc., has caused this Lease to be executed on its behalf by its ............... President and its corporate seal to be hereunto affixed and attested by its ............... Secretary, pursuant to due authorization of its Board of Directors, all as of the day and year first above written.

Execution of this Agreement authorized by ordinance of the City Council of the City of Chicago .......................................... (C.J.P. ...........................).

[Signature forms and Exhibit "A" omitted]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

## City Comptroller Authorized to Execute Leases of Certain Properties for Municipal Purposes.

The Committee on Finance submitted a report recommending that the City Council pass two proposed ordinances transmitted therewith, to authorize the City Comptroller to lease specified parcels of property for use of City Departments and Agencies.

On separate motions made by Alderman Keane *each* of the said proposed ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—46.

*Nays*—None.

Said ordinances as passed read respectively as follows (the Italic heading in each case not being a part of the ordinance):

*Model Cities Program*
*Field Office*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from Earl Ross, Agent for National Boulevard Bank as Trustee, Trust No. 1727, for west half of corner store at No. 835 E. 63rd Street, containing approximately 2,100 square feet for Field Office, Model Cities Program; such lease to be approved by the Director of the Model Cities Program, and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on page 6581 of this Journal]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

*Dept. of Urban Renewal*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from First Finance Investment Company, a corporation, for entire three (3) story commercial building commonly known as No. 1204 E. 63rd Street, containing approximately 12,800 square feet and use of basement for storage purposes, for Department of Urban Renewal for Woodlawn Neighborhood Development Project; such lease to be approved by the Commissioner of the Department of Urban Renewal, and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on page 6582 of this Journal]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

## City Comptroller Authorized to Accept Compromise Offers in Settlement of Certain Warrants for Collection.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

*Ordered,* That the City Comptroller is authorized, in accordance with his request dated December 4, 1969, and the attached recommendations of the Corporation Counsel to accept compromise offers in settlement of various warrants for collection as follows:

| *Year* | *Warrant No.* | *Amount* | *Compromise Offer* |
|---|---|---|---|
| 1969 | D-98521 | $263.84 | $197.88 |
| 1969 | D-98870 | 434.12 | 325.00 |
| 1969 | D-98939 | 312.72 | 228.99 |
| 1969 | D-98956A | 271.15 | 200.00 |
| 1969 | D-99004 | 176.75 | 88.37 |
| 1969 | D-99005 | 340.50 | 170.25 |
| 1969 | D-99016 | 366.59 | 275.00 |
| 1969 | D-99037 | 237.58 | 178.19 |
| 1969 | D-99060A&B | 282.37 | 211.78 |
| 1969 | D-99061 | 316.76 | 158.38 |

(Continued on page 6583)

**This Agreement,** Made this ........ day of ........ A. D. 19 , between Earl Ross, Agent for National Boulevard Bank as Trustee, Trust No. 1727 ........, as Lessor, and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

**Witnesseth:** That the Lessor does hereby lease to the Lessee the following describe premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit:

West half of corner store at 835 E. 63rd Street, containing approximately 2,100 square feet for Field Office, Model Cities Program.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of December A. D. 19 69/ or date of occupation, and ending on the 30th day of September A. D. 19 70. Lessee has the right to terminate this lease upon thirty days prior written notice, and the right to renew this lease for a further period of an additional two years on the same terms and rental, by giving to the Lessor , in either case thirty days' written notice of its election so to do. Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at 63rd-Maryland Building, 841 E. 63rd Street, 60637 or at such other place as the Lessor from time to time in writing may appoint.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of Four Hundred Sixty Five and no/100------------------($ 465.00 ) Dollars per month, payable in advance on the first day of each calendar month at the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessor's own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

Lessor will decorate, furnish heat, janitor service, air-conditioning equipment, and furnish plate glass insurance.

Lessee will pay for electricity.

It is mutually agreed and understood by and between the parties hereto that the remuneration mentioned in this lease is payable solely from funds when made available by the Federal Government.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor , and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor , excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

**In Witness Whereof,** this lease is signed by or on behalf of the parties hereto the day and year first above written.

[Signature forms omitted]

**This Agreement** Made this ............ day of ............

A. D. 19 70, between First Finance Investment Company, a corporation ............, as Lessor, and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessor do hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: Entire three (3) story commercial building commonly known as 1204 East 63rd Street, Chicago, Illinois containing approximately 12,800 square feet and use of basement for storage purposes, for Department of Urban Renewal for Woodlawn Neighborhood Development Project.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of January A. D. 19 70/ or date of occupation and ending on the 31st day of December A. D. 19 72. Lessee has the right to terminate this lease on thirty day prior notice ............ ~~and the right to renew this lease for a further period of~~ ............ ~~on the same terms and conditions by giving to the Lessor in either case days written notice of its election so to do~~

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at 105 West Adams Street, Chicago, Illinois 60603 ............ or at such other place as the Lessor from time to time in writing may appoint.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of Seven Hundred Seventy Five and no/100-----------------($ 775.00) Dollars per month, payable in advance on the first day of each calendar month at the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessee

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessor own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

Lessor agrees to repair exterior and interior to bring into full compliance of Municipal Code of Chicago, including air-conditioning unit and heating units and keep same in good operating condition at Lessor's expense. Lessee will pay electricity, Plate Glass Insurance, gas, heat, and janitor service. It is mutually agreed and understood by and between the parties hereto that the remuneration mentioned in this lease is payable solely from funds when made available by the Federal Government.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written.

[Signature forms omitted]

(Continued from page 6580)

| *Year* | *Warrant No.* | *Amount* | *Compromise Offer* |
|---|---|---|---|
| 1969 | F-2267 | $ 34.13 | $ 17.06 |
| 1969 | F-4525 | 358.06 | 268.54 |
| 1969 | H-141 | 398.22 | 298.65 |
| 1969 | H-147 | 1,589.43 | 964.12 |
| 1968 | H-239 | 165.04 | 125.00 |
| 1969 | N-4522 | 84.42 | 67.54 |
| 1969 | N-4855 | 39.76 | 32.00 |
| 1968 | N-4719 | 14.13 | 10.60. |

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—46.

*Nays*—None.

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## City Comptroller Authorized and Directed to Cancel Warrants for Collection Issued against Certain Charitable, Educational and Religious Institutions.

The Committee on Finance to which had been referred (December 9, 1969) three proposed orders for cancellation of certain warrants for collection issued against specified charitable, educational and religious institutions, submitted reports recommending that the City Council pass the following substitute proposed order:

> *Ordered,* That the City Comptroller is hereby authorized and directed to cancel specified warrants for collection issued against certain charitable, educational and religious institutions, as follows:

| *Name and Address* | *Warrant No. and Type of Inspection* | *Amount* |
|---|---|---|
| Anshe Emet Synagogue, Nos. 701-745 W. Grace St. | A1-11231 (Elev.) | $11.50 |
| Schwab Rehabilitation Hospital, No. 1401 S. California Av. | A1-11456 (Elev.) | 69.00 |
| South Side Hebrew Congregation, No. 7359 S. Chappel Av. | F4-29634 (Mech. Vent.) | 29.90. |

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—46.

*Nays*—None.

## Authority Granted for License Fee Exemptions for Certain Charitable, Educational and Religious Institutions.

The Committee on Finance to which had been referred (December 9, 1969) sundry proposed ordinances to authorize license fee exemptions for certain charitable, educational and religious institutions, submitted reports recommending that the City Council pass said proposed ordinances transmitted therewith.

On separate motions made by Alderman Keane *each* of the said proposed ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—46.

*Nays*—None.

Said ordinances as passed read respectively as follows (the Italic heading in each case not being a part of the ordinance):

### LICENSE FEE EXEMPTIONS

*Northwestern University Medical Clinics Dispensary*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 118-5 of the Municipal Code of Chicago, the following dispensary that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the dispensary license fee for the year 1970; Northwestern University Medical Clinics Dispensary, No. 747 N. Fairbanks Court.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

*Bernard Horwich Jewish Community Center*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 130-15 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Bernard Horwich Jewish Community Center, No. 3003 W. Touhy Avenue, is hereby exempted from payment of the annual license fee provided therefor, for the year 1970.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

*Homes.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 136-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following homes, are hereby exempted from payment of the annual license fee provided in Section 136-4, for the current period 1970:

Fridhem Baptist Home, No. 11404 S. Bell Av.

Northwest Home for the Aged, No. 2201 N. Sacramento Blvd.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

*Hospitals.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago, the following hospitals that are not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1970:

Belmont Community Hospital, No. 4058 W. Melrose St.

Englewood Hospital, No. 6001 S. Green St.

Grant Hospital, No. 551 W. Grant Place.

Henrotin Hospital, No. 109 W. Oak St.

St. Anthony DePadua Hospital, No. 2875 W. 19th St.

St. Bernard Hospital, No. 6337 S. Harvard Av.

St. Vincent's Infant Hospital, No. 721 N. LaSalle St.

Walther Memorial Hospital, No. 1116 N. Kedzie Av.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

*Moody Church Day Care Center*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from the payment of the license fee for the current license period, which expires April 30, 1970: Moody Church Day Care Center, No. 1609 N. LaSalle Street.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

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## Allocation of M.F.T. Funds Increased for Redecking, Repair, Etc. of Existing W. Adams St. Bridge.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That Section 1 of the ordinance of March 16, 1966, page 6436 of the Council Journal, which allocated the sum of $20,000.00 from that part of the City's portion of the Motor Fuel Tax Fund for the preparation of plans, designs, studies and estimates for the reconstruction and redecking of the existing Adams Street Bridge over the South Branch of the Chicago River as amended on January 17, 1968, page 2158 of the Council Journal, which authorized an allocation of $770,000.00 for the preparation of plans, designs, studies and estimates and for the reconstruction and redecking of the existing Adams Street Bridge over the South Branch of the Chicago River, be further amended by deleting therefrom the sum of "$770,000.00" as set forth in line 14 thereof and substituting therefor the amount "$1,090,000.00".

SECTION 2. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when approved by the Commissioner of Public Works.

SECTION 3. The City Clerk is directed to transmit two (2) certified copies of this ordinance to the Division of Highways of the Department of Public Works and Buildings of the State of Illinois through the District Engineer for District No. 10 of said Division of Highways.

SECTION 4. This ordinance shall take effect and be in force from and after its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—46.

*Nays*—None.

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## Authority Granted for Installation of Mercury Vapor Lights in Alleys in Block Bounded by W. 77th St., S. Normal Av., W. 78th St. and S. Fielding Av.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith (referred to the committee on October 8, 1969):

*Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to install lights in the alleys in the block bounded by W. 77th Street, S. Normal Avenue, W. 78th Street and S. Fielding Avenue.

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—46.

***Nays*—None.**

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## Authority Granted for Laying Water Mains in S. Loomis St.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

*Ordered,* That the Commissioner of Water and Sewers is hereby authorized to lay water mains in the following street:

S. Loomis Street (10′ EWL) from 14′ SNL W. Hillock Street to 5′ EEL W. Eleanor Street, at an estimated cost of $14,576.15,

and charge same to Account 290-8270(7940).553—Replacement.

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—46.

*Nays*—None.

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## Authority Granted for Payments of Hospital, Medical and Nursing Services Rendered Certain Injured Members of Fire and Police Depts.

The Committee on Finance submitted a report recommending that the City Council pass a proposed order transmitted therewith, to authorize payments for hospital, medical and nursing services rendered certain injured members of the Fire and Police Departments.

On motion of Alderman Keane the said proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—46.

*Nays*—None.

The following is said order as passed:

*Ordered,* That the City Comptroller is authorized and directed to issue vouchers, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department herein named, provided such members of the Police Department shall enter into an agreement in writing with the City of Chicago to the effect that, should it appear that any of said members of the Police Department have received any sum of money from the party whose negligence caused such injury, or have instituted proceedings against such party for the recovery of damage on account of such injury or medical expense, then in that event the City shall be reimbursed by such member of the Police Department out of any sum that such member of the Police Department has received or may hereafter receive from such third party on account of such injury or medical expense, not to exceed the amount that the City may, or shall, have paid on account of such medical expense, in accordance with Opinion No. 1422 of the Corporation Counsel of said City, dated March 19, 1926. The payment of any of these bills shall not be construed as an approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of such claims, as allowed, is set opposite the names of the injured members of the Police Department, and vouchers are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937:

| | |
|---|---|
| James R. O'Brien, 603298, District 3; injured September 7, 1969 | $ 55.00 |
| John J. Barista, 027345, District 9; injured March 5, 1969 | $ 9.00 |
| Theodore W. Bremer, 071323, Central Services Division; injured June 24, 1969 | 7.00 |
| Robert C. Gay, 274159, Traffic Division; injured August 29, 1969 | 1,553.15 |
| Richard Bowman, 064855, District 10; injured April 21, 1969 | 411.55; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to issue vouchers, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Fire and the Police Departments herein named. The payment of any of these bills shall not be construed as an approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of said claims is set opposite the names of the injured members of the Fire and the Police Departments, and vouchers are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937:

| | |
|---|---|
| John Blanchard, 053038, District 15; injured August 12, 1969 | $ 15.00 |
| Louis P. Botica, 063273, Traffic Division; injured July 24, 1969 | 6.00 |
| Martin J. Campbell, 101660, District 17; injured May 26, 1969 | 7.00 |
| Brian E. DuFour, 209380, District 15; injured February 23, 1969 | 15.00 |
| Michael Dunne, 211968, Task Force; injured February 13, 1969 | 150.00 |
| Robert J. Garber, 268893, District 18; injured August 28, 1968 | 56.00 |
| John C. Haran, 320413, District 18; injured June 30, 1969 | 5.00 |
| John C. Haran, 320413, District 18; injured July 16, 1969 | 5.00 |
| John D. Haugh, 327761, District 7; injured March 6, 1969 | 10.00 |
| Victor G. Hoffmann, 350235, District 15; injured June 13, 1969 | 17.00 |
| Russell B. Howard, 359393, Task Force; injured June 19, 1969 | 126.00 |
| Walter J. Janas, 376488, District 15; injured March 24, 1969 | 50.00 |
| James John Jones, 389776, District 20; injured July 21, 1969 | 25.00 |
| Gerald J. Koch, 428145, District 7; injured July 31, 1969 | 10.00 |
| Joseph L. Lehman, 461150, District 15; injured August 8, 1969 | 18.00 |
| Joseph F. McCarthy, 518742, Traffic Division; injured March 3, 1969 | 45.00 |
| Thomas P. McDonough, 525423, District 18; injured July 16, 1969 | 7.00 |
| Edward S. Meilner, 543973, District 6; injured March 22, 1967 | 6.00 |
| Albert M. Mientus, 550778, District 9; injured May 26, 1969 | 52.00 |
| Nedrick Miller, 554806, District 11; injured January 11, 1969 | 28.00 |
| Donald A. Moore, 564133, District 10; injured June 14, 1969 | 15.00 |
| Kenneth E. Nagorsen, 584695, District 16; injured August 18, 1969 | 75.00 |

| | |
|---|---|
| Harry A. Smith, 759414, District 15; injured March 13, 1969 | $ 15.00 |
| Arnold Stickles, 780988, District 11; injured March 16, 1966 | 75.00 |
| Gerald R. Vesely, 832939, District 14; injured December 24, 1968 | 10.00 |
| Anthony J. Wieclawski, 863052, District 15; injured July 4, 1969 | 5.00 |
| Larry Johnson, 385739, District 11; injured August 7, 1969 | 20.00 |
| Terrence J. Johnson, 387073, District 2; injured August 14, 1969 | 16.00 |
| William Johnson, 387452, District 2; injured September 19, 1969 | 10.00 |
| James J. Jones, 389776, District 20; injured October 4, 1969 | 15.50 |
| Daniel R. Kelly, 408490, District 4; injured September 20, 1969 | 15.00 |
| Richard J. Kelly, 410670, District 5; injured June 23, 1969 | 35.00 |
| Philip J. Kelly, 410598, District 6; injured September 13, 1969 | 27.35 |
| David R. King, 419388, District 11; injured August 16, 1969 | 26.00 |
| Kenneth J. Kostrzewa, 433911, District 13; injured June 7, 1969 | 26.00 |
| John D. Kuhlmann, 442850, District 20; injured October 5, 1969 | 10.50 |
| Frank P. Lameka, 450541, District 18; injured October 8, 1969 | 30.00 |
| Valentine Lapkoff, 452893, District 18; injured October 8, 1969 | 30.00 |
| James J. Lipinski, 471358, Task Force; injured October 7, 1969 | 94.15 |
| Martin A. Lofersky, 474376, Task Force; injured September 30, 1969 | 10.00 |
| John Lynch, 484069, District 7; injured April 16, 1969 | 29.00 |
| Gerald P. Maher, 490912, Detective Division; injured August 28, 1969 | 5.00 |
| John C. Maier, 492384, District 18; injured October 8, 1969 | 29.25 |
| Edward J. McGee, 527528, District 18; injured October 8, 1969 | 25.50 |
| James F. McInerney, 533347, Traffic Division; injured October 11, 1969 | 35.00 |
| Terence J. Murphy, 580313, District 18; injured October 8, 1969 | 57.50 |
| James F. Neil, 588650, District 18; injured October 8, 1969 | 60.00 |
| Joseph L. Nilson, 595256, District 18; injured October 8, 1969 | 32.50 |
| Richard J. Nowak, 601059, District 21; injured January 7, 1968 | 105.00 |
| Thomas P. Nyhan, 602048, District 18; injured October 8, 1969 | 27.50 |
| Michael O'Connell, 606027, District 1; injured October 5, 1966 | 395.75 |
| William A. O'Donnell, 610391, District 18; injured October 8, 1969 | 70.00 |
| Thomas C. O'Halleran, 611270, Task Force; injured October 8, 1969 | 6.00 |
| Christopher O' Reilly, 616423, District 10; injured September 24, 1969 | 40.00 |
| Clement Ostrowski, 624059, Intelligence Division; injured June 24, 1969 | 92.25 |
| Michael R. Pagliaro, 626714, District 18; injured October 8, 1969 | $ 30.00 |
| John L. Pennie, 639665, District 12; injured October 13, 1969 | 11.00 |
| Lloyd T. Petersen, 643241, District 12; injured September 1, 1969 | 6.00 |
| William F. Pickert, 647795, District 10; injured August 14, 1969 | 20.00 |
| Robert T. Prlybylinski, 665310, District 1; injured October 6, 1969 | 15.00 |
| Thomas E. Sailer, 714053, Traffic Division; injured September 29, 1969 | 27.50 |
| Steve L. Seno, 737610, District 18; injured October 8, 1969 | 45.50 |
| Edmond M. Stack, 773020, District 15; injured September 23, 1969 | 32.50 |
| Harry J. Strauss, 784220, District 18; injured May 29, 1969 | 10.00 |
| Harry J. Strauss, 784220, District 18; injured October 6, 1969 | 12.00 |
| Maylon R. Tate, Jr., 800265, District 3; injured October 4, 1969 | 69.00 |
| John R. Thompson, 808093, District 18; injured October 8, 1969 | 72.50 |
| Joseph R. Valenti, 827747, Youth Division; injured October 7, 1969 | 26.00 |
| Victor M. Vega, 831680, Detached Services (States Attorney Office); injured October 9, 1969 | 22.50 |
| Richard D. Wall, 840650, District 5; injured October 12, 1969 | 7.00 |
| LeRoy J. Wandtke, 845871, District 20; injured October 2, 1969 | 21.00 |
| Gerald J. Waxmonsky, 851680, District 11; injured October 4, 1969 | 15.00 |
| Richard A. Wedgbury, 853058, District 18; injured October 1, 1969 | 10.00 |
| Raymond R. Wehrs, 853450, District 5; injured October 12, 1969 | 25.00 |
| Arthur M. Albrecht, 005520, District 12; injured August 28, 1969 | 6.00 |
| Richard J. Anderson, 013213, Task Force; injured August 9, 1969 | 10.00 |
| Ross J. Anthos, 015483, District 12; injured September 15, 1969 | 167.45 |
| Terry C. Asbury, 018247, District 13; injured June 25, 1969 | 15.25 |
| Leonard R. Bajenski, 022902, Task Force; injured October 3, 1969 | 100.00 |
| David F. Baranski, 026634, Detective Division; injured October 16, 1969 | 27.50 |
| Stephen S. Barnas, 027738, Police Training Division; injured September 10, 1969 | 10.00 |
| Henry J. Barsch, 030584, District 21; injured August 4, 1969 | 20.00 |
| George E. Barzydlo, 031981, Bureau of Inspectional Services; (Vice Control Division); injured September 12, 1969 | 16.00 |
| Orlando V. Bellini, 039272, District 18; injured October 8, 1969 | 35.00 |
| Paul M. Bendis, 040157, District 14; injured October 22, 1969 | 21.00 |
| Adam Bilinski, 049182, District 11; injured September 13, 1969 | 15.00 |
| Robert C. Bills, 049479, District 8; injured October 14, 1969 | 33.50 |
| Douglas Bolling, 058972, District 4; injured September 4, 1969 | 32.00 |

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|---|---|
| Ramon A. Borges, 061801, District 13; injured September 17, 1969 | $ 40.00 |
| Donald R. Borzych, 062596, District 7; injured October 5, 1969 | 22.55 |
| James W. Brogan, 075540, District 10; injured September 19, 1969 | 36.00 |
| Walter F. Browner, 081627, District 13; injured September 21, 1969 | 28.00 |
| James H. Butler, 093898, District 18; injured October 22, 1969 | 10.00 |
| Michael C. Capesius, 103816, District 18; injured October 8, 1969 | 30.00 |
| Salvatore D. Cardinale, 105629, District 21; injured September 7, 1969 | 102.75 |
| Samuel S. Carducci, 105685, District 14; injured October 8, 1969 | 10.00 |
| John M. Carioscia, 106332, District 19; injured September 25, 1969 | 44.75 |
| James P. Clark, 127374, District 18; injured October 13, 1969 | 29.50 |
| Thomas S. Clinton, 130536, Task Force; injured September 16, 1969 | 32.50 |
| Albert Conroyd, 143290, Task Force; injured September 26, 1969 | 7.50 |
| Raymond W. Crawford, 155226, District 3; injured October 13, 1969 | 19.00 |
| Curtis Crisler, 156170, District 18; injured October 5, 1969 | 10.00 |
| John A. Cummings, 160715, District 13; injured September 3, 1969 | 13.00 |
| Richard D. Curley, 162190, Task Force; injured July 17, 1969 | 10.00 |
| Robert T. Curry, 163118, Task Force; injured August 13, 1969 | 194.00 |
| Vincent L. Cutaia, 164381, District 16; injured October 4, 1969 | 28.00 |
| Keith L. DeRobertis, 178375, District 20; injured October 12, 1969 | 29.25 |
| Samuel DiGregor, 188485, District 20; injured June 29, 1969 | 8.00 |
| Paul L. Domico, 195880, District 11; injured August 31, 1969 | 20.00 |
| David R. Douma, 201984, Task Force; injured October 16, 1969 | 35.00 |
| William J. Dunn, 211720, District 18; injured October 8, 1969 | 35.00 |
| Michael R. Elias, 221065, District 10; injured October 23, 1969 | 26.75 |
| Donald A. Fabsits, 228994, District 6; injured August 23, 1969 | 23.00 |
| Thomas S. Ferry, 237613, Distict 3; injured October 15, 1969 | 19.00 |
| Anthony T. Finnelly, 240557, Detective Division; injured October 11, 1969 | 30.00 |
| James H. Fraghia, 256554, District 2; injured August 15, 1969 | 16.00 |
| Edward J. Franczyk, 257255, District 11; injured October 11, 1969 | 80.00 |
| Walt C. Frejlich, 259808, District 8; injured October 8, 1969 | 27.00 |
| John E. Furmanek, 263408, District 9; injured September 23, 1969 | 27.50 |
| Sam D. Gambino, 267895, District 18; injured October 8, 1969 | 10.00 |
| Anthony J. Gentile, 276368, District 15; injured October 25, 1969 | 14.00 |
| Joseph Gillespie, 281865, District 1; injured July 24, 1969 | 45.00 |

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|---|---|
| Steve F. Glynn, 287097, Task Force; injured August 30, 1969 | $ 8.00 |
| Angelo R. Gotti, 294515, Task Force; injured August 30, 1969 | 5.00 |
| John T. Grabinger, 295075, District 14; injured October 22, 1969 | 21.00 |
| James L. Green, 300253, District 8; injured October 15, 1969 | 24.00 |
| Joseph Guarnieri, 308305, District 7; injured October 11, 1969 | 80.50 |
| Roy E. Gulbrandsen, 309394, Task Force; injured September 11, 1969 | 10.00 |
| Ronald Hage, 312744, District 18; injured October 8, 1969 | 30.00 |
| Roy J. Handler, 317446, District 14; injured October 18, 1969 | 6.00 |
| Joseph J. Healy, 333454, Bureau of Inspectional Services; injured October 11, 1969 | 5.00 |
| Mary F. Hocman, 350267, Central Detention Services; injured October 24, 1969 | 10.00 |
| Richard R. Holmes, 353338, Police Training Division; injured October 2, 1969 | 25.00 |
| Russell B. Howard, 359393, Task Force; injured September 27, 1969 | 6.00 |
| Ernest B. Jamison, 376020, District 11; injured July 13, 1969 | 439.50 |
| Rodney Hayes, 331732, District 13; injured October 10, 1969 | 318.05 |
| Jarrett A. Yedlinski, 885160, Task Force; injured August 3, 1969 | 1,088.45 |
| Thomas D. Courtney, Firefighter, Hook and Ladder Co. 20; injured February 26, 1968 | 10.00 |
| Julius K. Cowan, Firefighter, Engine Co. 80; injured April 14, 1969 | 70.00 |
| Fred DeLuca, Firefighter, Hook and Ladder Co. 34; injured December 7, 1967 | 40.00 |
| John D. Godfrey, Firefighter, Engine Co. 122; injured October 25, 1966 | 48.50 |
| John M. Hoffman, Firefighter, Fire Academy; injured June 5, 1967 | 50.00 |
| Lawrence J. Hough, Firefighter, Engine Co. 47; injured March 10, 1969 | 108.00 |
| Jack Jaslowski, Firefighter, Snorkel Squad 2; injured August 5, 1968 | 5.00 |
| Kenneth Kroening, Firefighter, Hook and Ladder Co. 33; injured January 4, 1969 | 50.00 |
| David L'Abbe, Firefighter, Squad 6; injured January 29, 1967 | 45.00 |
| Robert G. Lyons, Firefighter, Engine Co. 4; injured September 25, 1967 | 40.00 |
| Ronald G. Martini, Firefighter, Squad 4; injured January 30, 1968 | 10.00 |
| Francis (Frank) O'Brien, Firefighter, Engine Co. 1; injured October 20, 1968 | 20.00 |
| Christopher Riley, Battalion Chief, 13th Battalion; injured February 1, 1969 | 40.00 |
| Robert Parise, Firefighter, Snorkel Squad 1; injured December 3, 1967 | 35.00 |
| Angelo Spiros, Engineer, Engine Co. 112; injured February 11, 1969 | 130.00 |
| James T. Stack, Firefighter, Engine Co. 32; injured January 10, 1969 | 45.00 |
| Andrew P. Sullivan, Firefighter, Engine Co. 127; injured February 27, 1968 | 47.50 |
| Joseph G. Wirth, Lieutenant, Engine Co. 69; injured December 18, 1966 | 2.00. |

### *Action Deferred*—ON PROPOSED ORDINANCE AUTHORIZING RENEWAL OF LEASE FROM 800 NORTH CLARK STREET BUILDING.

The Committee on Finance submitted the following report, which was, at the request of two aldermen present (Alderman Despres and Alderman Simon) *Deferred* and ordered published:

CHICAGO, December 16, 1969.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred a communication dated December 3, 1969 from the City Comptroller transmitting an ordinance to authorize a renewal of lease from 800 North Clark Street Building, for Suites 623-625 located on sixth floor of 800 North Clark Street Building, approximately 865 square feet, for Department of Human Resources, Division of Youth Services, rental of $200.00 per month, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by 41 members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS E. KEANE,
*Chairman.*

The following is the proposed ordinance transmitted with the foregoing committee report:

Be It Ordained by The City Council of the City of Chicago:

*Section 1.* That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from 800 North Clark Street Building, for Suites 623-625 located on sixth floor of 800 North Clark Street Building, approximately 865 square feet, for Department of Human Resources, Division of Youth Services. Such lease to be approved by the Director of the Department of Human Resources, and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on page 6589 of this Journal]

*Section 2.* This ordinance shall be in force and effect from and after its passage.

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### *Action Deferred*—ON PROPOSED ORDINANCE AUTHORIZING RENEWAL OF LEASE FROM SEYMOUR GAGERMAN.

The Committee on Finance submitted the following report, which was, at the request of two aldermen present (Alderman Despres and Alderman Simon) *Deferred* and ordered published:

CHICAGO, December 16, 1969.

*To the President and Members of the City Council:*

Your Committee on Finance to which was referred a communication dated December 3, 1969 from the City Comptroller transmitting an ordinance to authorize renewal of lease from Seymour Gagerman for one-story brick building at Nos. 4348-4350 W. 16th Street, approximately 2,550 square feet for use as an Infant Welfare Station, rental of $460.00 per month, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by 41 members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS E. KEANE,
*Chairman.*

The following is the proposed ordinance transmitted with the foregoing committee report:

Be It Ordained by the City Council of the City of Chicago:

*Section 1.* That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from Seymour Gagerman, for one-story brick building at Nos. 4348-4350 W. 16th Street, approximately 2,550 square feet, for use as an Infant Welfare Station; such lease to be approved by the Acting Commissioner of the Board of Health, and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on page 6590 of this Journal]

*Section 2.* This ordinance shall be in force and effect from and after its passage.

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### *Action Deferred*—ON PROPOSED ORDINANCE AUTHORIZING RENEWAL OF LEASE FROM MCKEY & POAGUE, INC.

The Committee on Finance submitted the following report, which was, at the request of two aldermen present (Alderman Despres and Alderman Simon) *Deferred* and ordered published:

CHICAGO, December 16, 1969.

*To the President and Members of the City Council:*

Your Committee on Finance to which was referred a communication dated December 3, 1969 from the City Comptroller transmitting an ordinance to authorize a renewal of lease from McKey & Poague Inc., Agents for the Pullman Trust and Savings Bank, Trust No. 2930, for ground floor, 18 feet by 50 feet in size, in building at No. 437 W. 119th Street, for use as an Infant Welfare Station, approximately 800 square feet, rental of $115.00 per month, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by 41 members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS E. KEANE,
*Chairman.*

The following is the proposed ordinance transmitted with the foregoing committee report:

Be It Ordained by the City Council of the City of Chicago:

*Section 1.* That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from McKey & Poague, Inc., Agents for the Pullman Trust and Savings Bank, Trust No. 2930, for a store on the ground floor. The front 25 feet of the store is 12 feet in width, the rear 28.5 feet is 17 feet in width, plus the front bulkhead which is 8 feet by 5 feet, for a total of approximately 825 square feet, in building at No. 437 W. 119th Street, for use as an Infant Welfare

(Continued on page 6591)

**This Agreement,** Made this.................... day of....................

A. D. 19 , between 800 North Clark Street Building

...................., as Lessor ,

and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

**Witnesseth:** That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit:

Suites 623-625 located on sixth floor of 800 North Clark Street Building, approximately 865 square feet, for Department of Human Resources, Division of Youth Services.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of February A. D. 19 70/or date of occupation and ending on the 31st day of January A. D. 1972. Lessee has the right to terminate this lease upon thirty days prior written notice ~~and the right to renew this lease for a further period of~~

~~on the same terms and rental by giving to the Lessor in either case days' written notice of its election so to do~~

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at Mr. R. Bowen, Mgr., 800 North Clark St. Bldg. or at such other place as the Lessor from time to time in writing may appoint.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of Two Hundred and no/100------------------------------ ($200.00) Dollars per month, payable in advance on the first day of each calendar month ~~at~~ by the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at their own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

Lessor shall furnish heat, Janitor services, and decorating when necessary.

Lessee shall pay for the electricity for the premises occupied.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor , and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor , excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

**In Witness Whereof,** this lease is signed by or on behalf of the parties hereto the day and year first above written.

[Signature forms omitted]

**This Agreement,** Made this ........ day of ........

A. D. 19 , between Seymour Gagerman

........, as Lessor , and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

**Witnesseth:** That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit:

One-story brick building at 4348-4350 W. 16th Street, approximately 2,550 square feet, for use as an Infant Welfare Station.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of February A. D. 19 70, and ending on the 31st day of January A. D. 1972 . Lessee has the right to terminate this lease upon thirty days prior notice.

~~and the right to renew this lease for a further period of~~

~~on the same terms and by giving notice to the Lessor in writing days prior to the expiration of its election so to do~~

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at 3938 W. Madison Street, Chicago, Illinois 60624 or at such other place as the Lessor from time to time in writing may appoint.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of Four Hundred Sixty and no/100------------------------ ($460.00 ) Dollars per month, payable in advance on the first day of each calendar month ~~at~~ by the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at ........ own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

Lessor agrees to maintain heating equipment and furnish fuel for heating and hot water.

Lessor agrees to decorate at choice of Lessee.

Lessor agrees to maintain air-conditioning unit.

Lessee agrees to furnish plate glass insurance at own expense.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor , and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor , excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

**In Witness Whereof,** this lease is signed by or on behalf of the parties hereto the day and year first above written.

[Signature forms omitted]

(Continued from page 6588)

Station, Department of Board of Health; such lease to be approved by the Acting Commissioner of the Board of Health, and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on page 6592 of this Journal]

*Section 2.* This ordinance shall be in force and effect from and after its passage.

### *Placed on File*—REPORT OF SETTLEMENTS OF SUITS AND ENTRIES OF JUDGMENTS AGAINST CITY.

The Committee on Finance submitted a report recommending that the City Council *Place on File* a communication from the Department of Law, dated December 1, 1969, transmitting settlements of suits with entries of judgments against the city. On motion of Alderman Keane the committee's recommendation was *Concurred In.*

## COMMITTEE ON COMMITTEES AND RULES.

### *Action Deferred*—ON PROPOSED RESOLUTION TO ELECT ALDERMAN CLAUDE W. B. HOLMAN PRESIDENT PRO TEM. OF CITY COUNCIL.

The Committee on Committees and Rules submitted the following report, which was, at the request of two aldermen present (Alderman Despres and Alderman O'Rourke) *Deferred* and ordered published:

CHICAGO, December 15, 1969.

*To the President and Members of the City Council:*

Your Committee on Committees and Rules begs leave to recommend that Your Honorable Body adopt the said proposed resolution which is transmitted herewith to elect Claude W. B. Holman as President Pro Tempore of the City Council.

This recommendation was concurred in by nine members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) HARRY L. SAIN,
*Chairman.*

The following is the proposed resolution transmitted with the foregoing committee report:

*Whereas,* Ralph H. Metcalfe resigned as President Pro Tempore of the City Council, and thus, a vacancy exists in the office of President Pro Tempore of the City Council; therefore,

Be It Resolved, That Claude W. B. Holman be, and he is hereby elected as President Pro Tempore of the City Council.

### *Action Deferred*—ON PROPOSED RESOLUTION TO AMEND RULES OF ORDER OF CITY COUNCIL.

The Committee on Committees and Rules submitted the following report, which was, at the request of two aldermen present (Alderman Despres and Alderman O'Rourke) *Deferred* and ordered published:

CHICAGO, December 15, 1969.

*To the President and Members of the City Council:*

Your Committee on Committees and Rules begs leave to recommend that Your Honorable Body adopt the proposed resolution transmitted herewith, to amend the resolution adopted on April 21, 1967, pages 13-19 of the Journal of the Proceedings of said date, establishing Rules of Order of the City Council, as amended.

This recommendation was concurred in by nine members of the committee, with one dissenting vote.

Respectfully submitted,
(Signed) HARRY L. SAIN,
*Chairman.*

The following is the proposed resolution transmitted with the foregoing committee report:

Resolved, That the Resolution adopted on April 21, 1967 and appearing in the Journal of the Proceedings of the City Council on said date commencing on page 13; and amended on April 17, 1969 and appearing in the Journal of the Proceedings of the City Council on said date, commencing on page 5348, be amended in the following respect:

By inserting in Rule 37 thereof the name of a standing committee of the City Council to be known as the Committee on Environmental Control.

By striking therefrom in paragraph two of Rule 38 the following language: "Aldermen shall be assigned to a maximum of five standing committees", and inserting in lieu thereof the following language: "Aldermen shall be assigned to a maximum of six standing committees".

By inserting in Rule 39 the following language: "The Committee on Environmental Control shall have jurisdiction over all orders, ordinances and resolutions relating to the abatement of air pollution, water pollution and noise."

### *Action Deferred*—ON PROPOSED RESOLUTION TO AMEND RESOLUTION ASSIGNING ALDERMEN TO MEMBERSHIP ON STANDING COMMITTEES.

The Committee on Committees and Rules submitted the following report, which was, at the request of two aldermen present (Alderman Despres and Alderman O'Rourke) *Deferred* and ordered published:

CHICAGO, December 15, 1969.

*To the President and Members of the City Council:*

Your Committee on Committees and Rules begs leave to recommend that Your Honorable Body adopt the proposed resolution transmitted herewith, to amend the resolution adopted on April 21, 1967, pages 19-20 of the Journal of the Proceedings of said date, assigning Aldermen to membership on Standing Committees, as amended.

This recommendation was concurred in by ten members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) HARRY L. SAIN,
*Chairman.*

The following is the proposed resolution transmitted with the foregoing committee report:

Resolved, That the Resolution assigning Aldermen, Chairmen, Vice Chairmen and membership

(Continued on page 6593)

**This Agreement**, Made this .......... day of ..........

A. D. 19 , between McKey & Poague, Inc., Agents for The Pullman Trust and Savings Bank, Trust No. 2930, as Lessor , and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

**Witnesseth:** That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: A store on the ground floor. The front 25 feet of the store is 12 feet in width, the rear 28.5 feet is 17 feet in width, plus the front bulkhead which is 8 feet by 5 feet for a total of approximately 825 square feet, in building at No. 437 W. 119th Street, for use as an Infant Welfare Station, Department of Board of Health.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of January A. D. 1970, and ending on the 31st day of December A. D. 1972. Lessee has the right to terminate this lease upon thirty days prior written notice ~~and the right to [illegible]~~

~~[illegible] by giving to the Lessor [illegible] in either [illegible] written notice of its election so to do~~

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at 1750 East 71st Street, Chicago, Illinois 60649 or at such other place as the Lessor from time to time in writing may appoint.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of One Hundred Fifteen and no/100----------------------($ 115.00) Dollars per month, payable in advance on the first day of each calendar month at the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at their own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

Lessor agrees to furnish heat and hot water, and decorate.

Lessee agrees to furnish plate glass insurance at its own expense.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor , and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor , excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written.

[Signature forms omitted]

(Continued from page 6591)

of standing committees, adopted April 21, 1967 and appearing in the Journal of the Proceedings of the City Council on said date commencing on Page 19; and amended on April 17, 1969 and appearing in the Journal of the Proceedings of the City Council on said date commencing on Page 5347; be amended in the following respects:

BUILDINGS AND ZONING

By striking therefrom the name and designation Metcalfe (Chairman), and inserting in lieu thereof the name and designation Campbell (Chairman).

CULTURAL AND ECONOMIC DEVELOPMENT

By striking therefrom the name and designation Sande (Chairman), and inserting in lieu thereof the name and designation Fifielski (Chairman).

LICENSE

By striking therefrom the name and designation Collins (Chairman), and inserting in lieu thereof the name and designation Laurino (Chairman).

PORT OF CHICAGO, WHARVES AND BRIDGES

By striking therefrom the name and designation Janousek (Chairman), and inserting in lieu thereof the name and designation Sande (Chairman).

UTILITIES

By striking therefrom the name and designation Campbell (Chairman), and inserting in lieu thereof the name and designation Frost (Chairman).

PLANNING AND HOUSING

By striking therefrom the names Janousek and Holman.

COMMITTEES AND RULES

By striking therefrom the name Janousek.

FEDERAL AND STATE LEGISLATION

By striking therefrom the name Janousek.

LOCAL TRANSPORTATION

By striking therefrom the name Holman.

BUILDINGS AND ZONING

By striking therefrom the name Holman.

COMMITTEE ON ENVIRONMENTAL CONTROL

By inserting the names and designations Bilandic (Chairman), Gabinski (Vice Chairman), and the names Despres, Buchanan, Burke, Fitzpatrick, Shannon, Frost, Kuta, Singer, Fifielski, Wigoda and Sperling.

## COMMITTEE ON FORESTRY AND RECREATION.

### Approval Given to Mayor's Appointment of Gale Sayers as Commissioner of Chicago Park District.

The Committee on Forestry and Recreation submitted the following report:

CHICAGO, December 12, 1969.

*To the President and Members of the City Council:*

Your Committee on Forestry and Recreation, to which was referred (on December 2, 1969) a communication signed by Honorable Richard J. Daley, Mayor, appointing Mr. Gale Sayers as a Commissioner of the Chicago Park District to serve for the unexpired term of Mr. Marshall Bynum, deceased, which term expires on April 25, 1974, begs leave to recommend that Your Honorable Body approve the said appointment of Mr. Sayers.

This recommendation was concurred in by 7 members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) JOSEPH R. KERWIN,
*Chairman.*

On motion of Alderman Kerwin the committee's recommendation was Concurred In and said appointment was *Approved,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—46.

*Nays*—None.

## COMMITTEE ON PLANNING AND HOUSING.

### Approval Given to Redevelopment Plan and Feasibility of Relocation for Slum and Blighted Area Redevelopment Project Madison-Kedzie.

The Committee on Planning and Housing submitted the following report:

CHICAGO, November 13, 1969.

*To the President and Members of the City Council:*

Your Committee on Planning and Housing, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Richard J. Daley, Mayor (referred to Your Committee on October 29, 1969) to approve the Redevelopment Plan and Feasibility of Relocation for Slum and Blighted Area Redevelopment Project Madison-Kedzie, which Redevelopment Plan is attached to the ordinance, as approved by the Department of Urban Renewal by Resolution No. 69-DUR-130, adopted on October 21, 1969, a certified copy of which is attached to the ordinance; and for a determination that Federal financial assistance is necessary to enable the project to be undertaken in accordance with the Redevelopment Plan for the project area, begs leave to recommend that Your Honorable Body pass the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 8 members of the committee, with one dissenting vote.

Respectfully submitted,

(Signed) THOMAS F. FITZPATRICK,
*Chairman.*

On motion of Alderman Fitzpatrick the proposed ordinance transmitted with the foregoing committee report was *Passed*, by yeas and nays as follows:

*Yeas*—Aldermen Roti, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—46.

*Nays*—None.

The following is said ordinance as passed:

### ORDINANCE
### Approving Redevelopment Plan and Feasibility of Relocation for Redevelopment Project Madison-Kedzie.

WHEREAS, Under the provisions of Title I of the Housing Act of 1949, as amended, the Department of Housing and Urban Development is authorized to provide financial assistance to Local Public Agencies for undertaking and carrying out urban renewal projects; and

WHEREAS, It is provided in such Act that contracts for financial aid thereunder shall require that the Redevelopment Plan for the respective project area be approved by the governing body of the locality in which the project is situated and that such approval include findings by the governing body that: (1) the financial aid to be provided in the contract is necessary to enable the project to be undertaken in accordance with the Redevelopment Plan; (2) the Redevelopment Plan will afford maximum opportunity consistent with the sound needs of the locality as a whole, for the rehabilitation or redevelopment of the Project by private enterprise; (3) the Redevelopment Plan conforms to a general plan for the development of the locality as a whole; and (4) the Redevelopment Plan gives due consideration to the provision of adequate park and recreational areas and facilities, as may be desirable for neighborhood improvement, with special consideration for the health, safety, and welfare of children residing in the general vicinity of the site covered by the Plan; and

WHEREAS, It is desirable and in the public interest that the City of Chicago (herein called the "Local Public Agency") undertake and carry out the Redevelopment of the Project (herein called the "Project") identified as Project Madison-Kedzie, and described as follows:

> Situated in Sections 11 and 14, Township 39 North, Range 13, in the City of Chicago and State of Illinois, and described as follows:
>
> Beginning at the convergence of the center line of N. Kedzie Avenue and the center line of the public alley next North of W. Madison Street; thence South from the center line of the public alley next North of W. Madison Street to the center line of Jackson Boulevard; thence West along the Center line of Jackson Boulevard to the Center line of Spaulding Avenue; thence North along the Center line of Spaulding Avenue to the Center line of Adams Street; thence West along the Center line of Adams Street to the West line extended South of Lot 7 in Resubdivision of Lots 13, 14, 15, 16 in the Subdivision of Lots 2, 3 and 4, Granville-Kimball subdivision in Section 14, Township 39 North, Range 13;
>
> Thence North along said West line of said Lot 7 to the North line of the public alley next North of Adams Street; thence East to the West line extended South of Lot 5 in R. J. Lewis Subdivision of Lots 9, 10 and 11 of the Subdivision of Lots 2, 3 and 4 in Granville-Kimball's Subdivision as aforesaid;
>
> Thence North along said lot line to the Center line of Monroe Street; thence East along the Center line of Monroe Street to the Center line of Spaulding Avenue; thence North along the Center line of Spaulding Avenue to the Center line of the public alley next North of Monroe Street; thence West along said Center line to the Center line of the public alley next West of Homan Avenue; thence South along said line to the Center line of the public alley next North of Monroe Street; thence West along said line to the Center line of Homan Avenue; thence North along said Center line to the South line extended West of Lot 20 of that part of Southeast ¼ of Southeast ¼ of Section 11, Township 39 North, Range 13 lying South of Lake Street; thence East along said lot line for approximately 100 feet thence South for approximately 25 feet to the South line of Lot 21 of Peck's Subdivision as aforesaid; thence East along said lot line and the lot line extended to the Center line of the Public Alley next West of N. Homan Avenue; thence North along the Center line of said Public Alley to the Center line of the public alley next North of W. Madison Street; thence East along the Center line of the public alley next North of West Madison Street to the point of beginning.

WHEREAS, The Local Public Agency has applied for financial assistance under such Act and proposes to enter into a contract or contracts with the Department of Housing and Urban Development for the undertaking of, and for making available financial assistance for the Project; and

WHEREAS, The Local Public Agency has made detailed studies of the location, physical condition of structures, land use, environmental influences, and social, cultural, and economic conditions of the Project area and has determined that the area is a Slum and Blighted Area and that it is detrimental and a menace to the safety, health, and welfare of the inhabitants and users thereof and of the locality at large, because of the dilapidation, obsolescence and overcrowding of structures in the area, and the members of this Governing Body have been fully apprised and are aware of these facts and conditions; and

WHEREAS, There has been prepared and referred to the City Council of the locality (herein called the "Governing Body") for review and approval a Redevelopment Plan for the Project area dated October 1969, and consisting of eight (8) pages and two (2) exhibits; and

WHEREAS, The Project area, which is predominantly residential in character, is to be redeveloped for predominantly residential and institutional uses under the Redevelopment Plan; and

WHEREAS, The Redevelopment Plan has been approved by the Department of Urban Renewal as evidenced by the copy of said Body's duly certified Resolution approving the Redevelopment Plan, which is attached thereto; and

WHEREAS, A general plan has been prepared and is recognized and used as a guide for the general development of the locality as a whole; and

WHEREAS, The Redevelopment Plan for the Project area prescribes certain land uses for the Project area and may require, among other things, changes in zoning, the vacating and removal of streets, alleys, and other public ways, the establishment of new street patterns, the location and relocation of sewer and water mains and other public facilities, and other public action; and

WHEREAS, The Local Public Agency has prepared and submitted a program for the relocation of individuals and families that may be displaced as a result of carrying out the Project in accordance with Redevelopment Plan; and

WHEREAS, There have also been presented to the Governing Body information and data respecting the relocation program which has been prepared by the Local Public Agency as a result of studies, surveys and inspections in the Project area and the assembling and analysis of the data and information obtained from such studies, surveys and inspections; and

WHEREAS, The members of the Governing Body have general knowledge of the conditions prevailing in the Project Area and, of the availability of proper housing in the Locality for the relocation of individuals and families that may be displaced from the Project area and, in the light of such knowledge of local housing conditions, have carefully considered and reviewed such proposals for relocation; and

WHEREAS, It is necessary that the Governing Body take appropriate official action respecting the relocation program and the Redevelopment Plan for the Project, in conformity with the contract for financial assistance between the Local Public Agency and the United States of America, acting by and through the Department of Housing and Urban Development; and

WHEREAS, The Governing Body is cognizant of the conditions that are imposed in the undertaking and carrying out of Urban Renewal Projects with Federal financial assistance under Title I, including those prohibiting discrimination because of race, color, creed, or national origin; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That it has heretofore been found and determined that the Project is a Slum and Blighted Area and qualifies as an eligible Project area under Section 91.101 to 91.136 of Chapter 67-½ of the Ill. Rev. Stats. (1967).

SECTION 2. That the Redevelopment Plan for the Project, having been duly reviewed and considered, is hereby approved, and the City Clerk be, and is hereby directed to file said copy of the Redevelopment Plan with the minutes of this meeting.

SECTION 3. That is is hereby found and determined that the objectives of the Redevelopment Plan cannot be achieved through more extensive rehabilitation of the Project area.

SECTION 4. That it is hereby found and determined that the Redevelopment Plan for the Project area conforms to the general plan of the Locality.

SECTION 5. That it is hereby found and determined that the financial aid to be provided pursuant to the contract for Federal financial assistance pertaining to the Project is necessary to enable the Project to be undertaken in accordance with the Redevelopment Plan for the Project area.

SECTION 6. That the redevelopment of the Redevelopment Area for predominantly residential and institutional uses is necessary for the proper development of the community.

SECTION 7. That it is hereby found and determined that the Redevelopment Plan for the Project Area will afford maximum opportunity, consistent with the sound needs of the Locality as a whole, for the urban renewal of the area by private enterprise.

SECTION 8. That it is hereby found and determined that the Redevelopment Plan for the Project area gives due consideration to the provision of adequate park and recreational areas and facilities, as may be desirable for neighborhood improvement, with special consideration for the health, safety, and welfare of children residing in the general vicinity of the site covered by the Plan.

SECTION 9. That it is hereby found and determined that the program for the proper relocation of individuals and families displaced in carrying out the Project in decent, safe, and sanitary dwellings in conformity with acceptable standards is feasible and can be reasonably and timely effected to permit the proper prosecution and completion of the Project; and that such dwellings or dwelling units available or to be made available to such displaced individuals and families are at least equal in number to the number of displaced individuals and families, are not generally less desirable in regard to public utilities and public and commercial facilities than the dwellings of the displaced individuals and families in the Project area, are available at rents or prices within the financial means of the displaced individuals and families, and are reasonably accessible to their places of employment.

SECTION 10. That in order to implement and facilitate the effectuation of the Redevolpment Plan hereby approved, it is found and determined that certain official action must be taken by this Body with reference, among other things, to changes in zoning, the vacating and removal of streets, alleys, and other public ways, the establishment of new street patterns, the location and relocation of sewer and water mains and other public facilities, and other public action, and, accordingly, this Body hereby (a) pledges its cooperation in helping to carry out the Plan; (b) requests the various officials, departments, boards, and agencies of the Locality having administrative responsibilities in the premises likewise to cooperate to such and to exercise their respective functions and powers in a manner consistent with the Redevelopment Plan, and (c) stands ready to consider and take appropriate action upon proposals and measures designated to effectuate the Plan.

SECTION 11. That financial assistance under the provisions of Title I of the Housing Act of 1949, as amended, is necessary to enable the land in the Project area to be renewed in accordance with the Redevelopment Plan for the Project area, and, accordingly, the filing by the Local Public Agency of an application or applications for such financial assistance under Title I is hereby approved.

SECTION 12. This ordinance shall be immediately effective upon its passage.

# MATTERS PRESENTED BY THE ALDERMEN

**(Presented by Wards, in Order, Beginning with the First Ward).**

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Claims.
4. Unclassified Matters (arranged in order according to Ward numbers).
5. Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection and Water Rate Exemptions, Etc.

***Proposed ordinances, orders and resolutions, described below, were presented by the aldermen named, as noted. Except where otherwise noted or indicated hereinbelow, unanimous consent was given to permit action by the City Council on each of said proposed ordinances, orders and resolutions without previous committee consideration, in accordance with the provisions of Council Rule 43.***

## 1. TRAFFIC REGULATIONS, TRAFFIC SIGNS, AND TRAFFIC-CONTROL DEVICES.

### *Referred*—PROPOSED ORDER FOR INSTALLATION OF PARKING METERS ON PORTION OF W. TAYLOR ST.

Alderman Roti (1st Ward) presented a proposed order for the installation of parking meters on the north side of W. Taylor Street between S. Carpenter and S. Aberdeen Streets; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—PROPOSED ORDINANCES TO PROHIBIT AT ALL TIMES PARKING OF VEHICLES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit at all times the parking of vehicles at the locations designated, for the distances specified, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Location and Distance* |
|---|---|
| Hines (18th Ward) | W. 82nd Street (south side) between S. Ashland Avenue and the first alley west thereof |
| Brandt (33rd Ward) | N. Campbell Avenue (west side) between W. Irving Park Road and W. Byron Street |
| Kerwin (46th Ward) | N. Pine Grove Avenue, at No. 3710 (at driveway). |

### *Referred*—PROPOSED ORDINANCE TO LIMIT PARKING OF VEHICLES AT ALL TIMES ON PORTION OF S. RACINE AV.

Alderman Roti (1st Ward) presented a proposed ordinance to limit the parking of vehicles to one-hour periods at Nos. 718-720 S. Racine Avenue; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—PROPOSED ORDINANCES TO ESTABLISH LOADING ZONES AT SUNDRY LOCATIONS.

The aldermen named below presented proposed ordinances to establish loading zones at the locations designated, for the distances specified, and for limited periods where so indicated, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Location, Distance and Time* |
|---|---|
| Roti (1st Ward) | W. Cullerton Street, at No. 920 (driveway to dock area) |
| Brandt (33rd Ward) | N. Talman Avenue, at No. 2834 |
| Sperling (50th Ward) | W. Peterson Avenue, at No. 2961. |

### *Referred*—PROPOSED ORDINANCE TO CHANGE AREA OF WEIGHT LIMIT OF FIVE TONS FOR VEHICLES ON PORTION OF W. OHIO ST.

Alderman Zydlo (26th Ward) presented a proposed ordinance to change the area of weight limit of five tons for trucks and commercial vehicles on W. Ohio Street between N. Oakley Boulevard and N. Damen Avenue (instead of between N. Western and N. Damen Avenues); which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—PROPOSED ORDINANCES TO RESTRICT MOVEMENT OF VEHICULAR TRAFFIC TO SINGLE DIRECTIONS ON SPECIFIED STREETS IN 38TH WARD.

Alderman Cullerton (38th Ward) presented two proposed ordinances to restrict the movement of vehicular traffic to single directions on portions of specified streets, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

N. Pittsburgh Avenue between W. Irving Park Road and W. Addison Street—southerly;

N. Pioneer Avenue between W. Belmont Avenue and W. Irving Park Road—northerly.

### *Referred*—PROPOSED ORDINANCE TO RESTRICT MOVEMENT OF VEHICULAR TRAFFIC TO SINGLE DIRECTIONS ON SPECIFIED STREETS IN 43RD WARD.

Alderman McCutcheon (43rd Ward) presented a proposed ordinance to restrict the movement of vehicular traffic to the direction indicated, on specified streets, which was *Referred to the Committee on Traffic and Public Safety,* as follows:

*Easterly Direction*

| | |
|---|---|
| W. Montana Street | Between N. Ashland and N. Greenview Avenues; |
| W. Wisconsin Street | Between N. Bissell and N. Halsted Streets; |
| E. Burton Place | Between N. State Parkway and N. Lake Shore Drive; |
| W. Burton Place | Between N. State Parkway and N. Clark Street; |
| W. Burton Place | Between N. Wells and N. LaSalle Streets; |
| W. Lutz Place | Between N. Frontier and N. Ogden Avenues; |
| W. St. Paul Avenue | Between N. North Park Avenue and N. Wells Street. |

*Westerly Direction*

| | |
|---|---|
| W. Grant Place | Between N. Sedgwick Street and N. Geneva Terrace; |
| W. Altgeld Street | Between N. Greenview and N. Ashland Avenues; |
| W. Dickens Avenue | Between N. Clark Street and N. Lakewood Avenue; |
| W. Concord Place | Between N. Clybourn and N. Sheffield Avenues; |
| W. Concord Place | Between N. North Park Avenue and N. Sedgwick Street; |
| W. Weed Street | Between N. Ogden and N. Frontier Avenues; |
| E. Banks Street | Between N. Lake Shore Drive and N. State Parkway. |

*Southwesterly Direction*

| | |
|---|---|
| W. Wisconsin Street | Between N. Poe Street and N. Maud Avenue; |
| N. Poe Street | Between N. Kenmore Avenue and W. Wisconsin Street; |
| W. Terra Cotta Place | Between W. Altgeld Street and N. Clybourn Avenue. |

*Northerly Direction*

| | |
|---|---|
| N. Lincoln Park West | Between W. Menomonee and W. Wisconsin Streets; |
| N. Sedgwick Street | Between W. Webster Avenue and W. Grant Place; |
| N. North Park Avenue | Between W. Schiller Street and W. North Avenue; |
| N. Fern Court | Between W. Eugenie and W. Menomonee Streets; |
| N. Hudson Avenue | Between W. Blackhawk and W. Eugenie Streets; |
| N. Hudson Avenue | Between W. Menomonee Street and W. Armitage Avenue; |
| N. Mohawk Street | Between W. Blackhawk Street and W. Dickens Avenue; |
| N. Orchard Street | Between W. North and W. Armitage Avenues; |
| N. Orchard Street | Between W. Webster and W. Belden Avenues; |
| N. Burling Street | Between W. Armitage and W. Dickens Avenues; |
| N. Frontier Avenue | Between W. Blackhawk Street and W. North Avenue; |
| N. Dayton Street | Between W. Willow Street and W. Belden Avenue; |
| N. Bissell Street | Between W. Willow Street and W. Belden Avenue; |
| N. Seminary Avenue | Between W. Armitage and W. Belden Avenues; |
| N. Magnolia Avenue | Between N. Clybourn and W. Belden Avenues; |
| N. Wayne Avenue | Between N. Clybourn and W. Belden Avenues; |
| N. Greenview Avenue | Between N. Clybourn and W. Belden Avenues; |
| N. Marshfield Avenue | Between N. Clybourn and W. Wrightwood Avenues. |

*Southerly Direction*

| | |
|---|---|
| N. Orleans Street | Between W. North Avenue and W. Schiller Street; |
| N. Orleans Street | Between W. Willow and W. Eugenie Streets; |
| N. Orleans Street | Between W. Wisconsin and W. Menomonee Streets; |
| N. Cleveland Avenue | Between W. Eugenie and W. Blackhawk Streets; |
| N. Cleveland Avenue | Between W. Belden Avenue and W. Menomonee Street; |
| N. Meyer Court | Between W. Eugenie Street and W. North Avenue; |
| N. Howe Street | Between W. Dickens Avenue and W. Willow Street; |
| N. Burling Street | Between W. Belden and W. Webster Avenues; |
| N. Burling Street | Between W. Armitage and W. North Avenues; |
| N. Fremont Street | Between W. Belden Avenue and W. Willow Street; |
| N. Kenmore Avenue | Between W. Belden and W. Armitage Avenues; |
| N. Clifton Avenue | Between W. Belden and W. Armitage Avenues; |
| N. Lakewood Avenue | Between W. Belden and N. Clybourn Avenues; |
| N. Bosworth Avenue | Between W. Fullerton and N. Clybourn Avenues. |

### *Referred*—PROPOSED ORDINANCE TO DISCONTINUE RESTRICTION OF MOVEMENT OF VEHICULAR TRAFFIC TO SINGLE DIRECTION ON PORTION OF W. BARRY AV.

Alderman Laskowski (35th Ward) presented a proposed ordinance to discontinue the restriction of movement of vehicular traffic to a single direction on W. Barry Avenue between N. Haussen Court and N. Pulaski Road; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—PROPOSED ORDER FOR INSTALLATION OF TRAFFIC SIGNS.

Alderman Singer (44th Ward) presented a proposed order for the installation of "4-Way Stop" signs at the intersection of W. Oakdale and N. Pine Grove Avenues; which was *Referred to the Committee on Traffic and Public Safety.*

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## 2. ZONING ORDINANCE AMENDMENTS.

NONE.

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## 3. CLAIMS.

Claims against the City of Chicago were presented by the aldermen designated below, respectively, for the claimants named, which were *Referred to the Committee on Finance,* as follows:

| *Alderman* | *Claimant* |
|---|---|
| Buchanan (10th Ward) | Mrs. Adolph Boerner |
| Zydlo (26th Ward) | Mrs. Mary Stachurski |
| Aiello (36th Ward) | Roy Rosario |
| Wigoda (49th Ward) | United Church of Rogers Park. |

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## 4. UNCLASSIFIED MATTERS

### (Arranged in Order According to Ward Numbers).

***Proposed ordinances, orders and resolutions were presented by the aldermen named below, respectively, and were acted upon by the City Council in each case in the manner noted, as follows:***

### Presented by
### ALDERMAN HOLMAN (4th Ward) and OTHERS:

### Support Given by City Council to Deplore and Forbid Barring White Persons from Black Neighborhoods and Black Persons from White Neighborhoods.

A proposed resolution (presented by Aldermen Holman, Metcalfe, Shannon, Campbell, Collins, Frost and Biggs) reading as follows:

> WHEREAS, The people of the City of Chicago constitute one citizenry regardless of race, creed or color; and
>
> WHEREAS, The City of Chicago cannot and will not tolerate any situation where black citizens are barred from white neighborhoods or, conversely, white citizens are barred from black neighborhoods; and
>
> WHEREAS, All right thinking people prefer to live in harmony and in peacefulness and in an atmosphere of good will so that whites may visit blacks and blacks may visit whites in any neighborhood in Chicago, without restriction; now, therefore,
>
> *Be It Resolved by the City Council of the City of Chicago,* That the Council represents the consensus of opinion of the overwhelming majority of Chicago's citizenry which deplores the creation of any situation where whites are barred from black neighborhoods and where blacks are barred from white neighborhoods; and
>
> *Be It Further Resolved,* That Chicago cannot and will not tolerate such a condition.

Alderman Holman moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed resolution. The motion *Prevailed.*

Alderman Despres then presented an amendment pertaining to the foregoing resolution. On motion of Alderman Holman said amendment was *Referred to the Committee on Judiciary.*

On motion of Alderman Holman (seconded by Aldermen Metcalfe, Despres, Rayner, Cousins, Campbell and Frost) said proposed resolution was *Adopted,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—46.

*Nays*—None.

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### Presented by
### ALDERMAN DESPRES (5th Ward):

### *Referred*—PROPOSED ORDER TO PERMIT THE SOUTH EAST NATIONAL BANK OF CHICAGO TO OCCUPY SPACE IN PARKWAY ON PORTION OF E. 62ND ST.

A proposed order for issuance of a permit to The South East National Bank of Chicago to occupy space in the parkway inside the sidewalk line on the south side of E. 62nd Street for a distance of 184 feet west of S. Woodlawn Avenue.—*Referred to the Committee on Local Industries, Streets and Alleys.*

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### Presented by
### ALDERMAN DESPRES (5th Ward) and OTHERS:

### *Referred*—PROPOSED RESOLUTION CONCERNING C.T.A. FARE INCREASE.

A proposed resolution (presented by Aldermen Despres, Rayner, Cousins, Simon, McCutcheon, Singer, Hoellen, O'Rourke and Sperling) to memorialize the Chicago Transit Authority not to increase fares.—*Referred to the Committee on Finance.*

### Presented by ALDERMAN BOHLING (7th Ward):

*Referred*—PROPOSED ORDINANCE TO PRESCRIBE NEW REGULATIONS GOVERNING LICENSING OF HOTELS, ETC.

A proposed ordinance to amend Section 137.1-4 of the Municipal Code of Chicago by deleting therefrom the entire section and inserting in lieu thereof a new Section 137.1-4 to read: "It shall be unlawful for any person, trust, corporation, partnership, syndicate or other legal entity, other than the regularly constituted authorities of the United States, the State of Illinois, the County of Cook or the City of Chicago, to operate or maintain a hotel in the City of Chicago without first obtaining a license therefor; also to amend the Municipal Code of Chicago by adding thereto new Sections 137.1-5, 137.1-6, 137.1-7 and 137.1-8 to provide for application for hotel license, annual license fees and penalty provisions therefor.—*Referred to the Committee on Federal and State Legislation.*

### Presented by ALDERMAN COUSINS (8th Ward):

**Building Declared Public Nuisance and Ordered Demolished.**

A proposed ordinance reading as follows:

WHEREAS, The building located at No. 8211 S. State Street is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; therefore

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The building located at No. 8211 S. State Street is declared a public nuisance, and the Commissioner of Buildings is authorized and directed to demolish the same.

SECTION 2. This ordinance shall be effective upon its passage.

On motion of Alderman Cousins said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—46.

*Nays*—None.

### Presented by ALDERMAN SWINARSKI (12th Ward):

**Drafting of Ordinance for Vacation of Public Alley Directed.**

A proposed order reading as follows:

*Ordered,* That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of all of the east-west 16.3-foot public alley lying east of the east line of the north-south public alley as extended, in the area bounded by W. 42nd Street, W. 42nd Place, S. Western Boulevard and a line approximately 264.7 feet east of said S. Western Boulevard, for Wilson Pharmaceutical and Chemical Corporation; said ordinance to be transmitted to the Committee on Local Industries, Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Swinarski said proposed order was *Passed.*

### Presented by ALDERMAN SHERIDAN (16th Ward):

**Buildings Declared Public Nuisances and Ordered Demolished.**

A proposed ordinance reading as follows:

WHEREAS, The buildings at the following locations, to wit:

Nos. 5900-5908 S. Ashland Avenue, and
No. 1507 W. 59th Street,

are so deteriorated and weakened that each is structurally unsafe and a menace to life and property in its vicinity; therefore

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The buildings at the following locations, to wit:

Nos. 5900-5908 S. Ashland Avenue, and
No. 1507 W. 59th Street,

are declared public nuisances, and the Commissioner of Buildings is authorized and directed to demolish the same.

SECTION 2. This ordinance shall be effective upon its passage.

On motion of Alderman Sheridan said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—46.

*Nays*—None.

### Presented by ALDERMAN SHANNON (17th Ward) and OTHERS:

**Tribute Paid to George Washington Carver on Observance of 27th Annual Memorial.**

A proposed resolution (presented by Aldermen Shannon, Metcalfe, Holman, Rayner, Cousins, Campbell, Frost and Collins) reading as follows:

WHEREAS, George Washington Carver was born a slave in Diamond Grove, Missouri, about the year 1860—he had no recorded birth date, but died on January 5, 1943—and was named "The Saintly Scientist of Tuskegee Institute" by a very great American woman, Clare Booth Luce, an American diplomat; and

WHEREAS, George Washington Carver, of the Booker T. Washington School, did distinguish himself as an outstanding, great American and as an agricultural chemist by his development of the soy bean, the pecan, the sweet potato and other farm products, increasing the American economy by at least $2,000,000,000 annually; and

WHEREAS, He was the first Black American to be truly recognized as a man, and as one who loved God, his fellow Americans, and his fellowmen, at home and abroad. The world came to his beloved Tuskegee, Alabama, to acclaim him on the 5th day of January in 1943; now, therefore,

*Be It Resolved,* That we, the members of the City Council of the City of Chicago, join with our fellow Chicagoans in the 27th Annual Memorial to George Washington Carver, sponsored by the American Anti-Prejudice Society and the New Friendship Baptist Church on January 4, 1970, at 3:00 P.M., urging every civic and religious organization, and every citizen of every race, creed and color to pay tribute to this very great American, following the example of his faith in his fellowman and his slogan to "let us move forward, together all"; and

*Be It Further Resolved,* That, in commemoration of his memory and that of other pioneers in race relations, we cooperate with the plans to erect an institution of learning in and for the community of Englewood "to light the way for all Americans" and to be known as the Shrine of Fellowship and Brotherhood wherein we might learn to earn in the truest American tradition.

Alderman Shannon moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed resolution. The motion *Prevailed.*

On motion of Alderman Shannon said proposed resolution was *Adopted.*

## Presented by
## ALDERMAN KUTA (23rd Ward):

### Drafting of Ordinance for Vacation of Street and Alley Directed.

A proposed order reading as follows:

*Ordered,* That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of all that part of S. Gullikson Road lying between the north line of W. 62nd Place extended west and a line drawn approximately at right angles to said S. Gullikson Road from a point on the northwesterly line of said road, 80 feet more or less, southwesterly of the west line of S. Sayre Avenue, to its intersection with the west line of said S. Sayre Avenue extended north; also all of the east-west 16-foot public alley in the block bounded by W. 62nd Place, S. Gullikson Road and S. Sayre Avenue, for American National Bank and Trust Company of Chicago, Trustee, Trust No. 28193; said ordinance to be transmitted to the Committee on Local Industries, Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Kuta said proposed order was *Passed.*

## Presented by
## ALDERMAN MARZULLO (25th Ward):

### *Referred*—PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE IN PUBLIC WAY.

A proposed ordinance for a grant of permission and authority to American Laundry, Inc. to maintain and use an existing 8-inch steel culvert containing a 2½-inch oil suction pipe and a 2-inch oil return pipe under and across the north-south public alley used for the purpose of supplying fuel oil from the premises known as No. 918 S. Fairfield Avenue to the premises known as No. 925 S. California Avenue.—*Referred to the Committee on Local Industries, Streets and Alleys.*

## Presented by
## ALDERMAN LAURINO (39th Ward):

### Building Declared Public Nuisance and Ordered Demolished.

A proposed ordinance reading as follows:

WHEREAS, The building located at No. 3732 W. Irving Park Road is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; therefore

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The building located at No. 3732 W. Irving Park Road is declared a public nuisance, and the Commissioner of Buildings is authorized and directed to demolish the same.

SECTION 2. This ordinance shall be effective upon its passage.

On motion of Alderman Laurino said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—46.

*Nays*—None.

## Presented by
## ALDERMAN SINGER (44th Ward):

### *Referred*—PROPOSED ORDER TO CLOSE TO TRAFFIC SPECIFIED ALLEY FOR SCHOOL PURPOSES.

A proposed order to direct the Commissioner of Streets and Sanitation to grant permission to the Lincoln School to close to traffic the east-west public alley in the block bounded by W. Belden Avenue, W. Kemper Place, N. Geneva Terrace and N. Orchard Street, during school hours for the duration of the school period, excepting on Saturdays, Sundays and holidays.—*Referred to the Committee on Traffic and Public Safety.*

### Presented by
### ALDERMAN SPERLING (50th Ward) and OTHERS:

*Referred*—PROPOSED ORDINANCE TO REPEAL ORDINANCE AMENDING CHICAGO ZONING ORDINANCE TO RECLASSIFY SPECIFIED AREA SHOWN ON MAP NO. 17-H.

A proposed ordinance (presented by Aldermen Sperling, Despres, Rayner, Bohling, Cousins, Staszcuk, Simon, McCutcheon, Singer, Hoellen and O'Rourke) reading as follows:

Be It Ordained by the City Council of the City of Chicago:

Section 1. The amendment to the Chicago Zoning Ordinance passed on March 14, 1969, Council Journal Page 5162, changing the R4 General Residence District symbols and indications as shown on Map No. 17-H in the area bounded by

a line 40 feet south of the north line of W. Pratt Avenue; N. Damen Avenue; the north line of W. Columbia Avenue, or the line thereof if extended where no street exists; a line 130 feet west of the west line of N. Seeley Avenue; a line 33 feet south of the north line of W. Albion Avenue; the west line of N. Seeley Avenue, or the line thereof if extended where no street exists; a line 117.53 feet south of the north line of W. Albion Avenue; the west line of the alley next west of and parallel to N. Seeley Avenue; the north line of the alley next north of the alley next north of and parallel to W. Arthur Avenue; a line 123 feet west of the west line of N. Hoyne Avenue; a line 132 feet north of the north line of W. Arthur Avenue; and N. Western Avenue,

to the designation of a Residential Planned Development is hereby repealed.

Section 2. This ordinance shall be in force and effect from and after its passage and due publication.

Alderman Sperling moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed ordinance. The motion *Prevailed.*

On motion of Alderman Sperling said proposed *repealing* ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Metcalfe, Holman, Despres, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, McCutcheon, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

Alderman Despres moved to *Reconsider* the foregoing vote. The motion *Prevailed.*

Alderman Keane then moved to *Refer said repealing ordinance as passed to the Committee on Buildings and Zoning.* The motion *Prevailed.*

## 5. FREE PERMITS, LICENSE FEE EXEMPTIONS, CANCELLATION OF WARRANTS FOR COLLECTION, AND WATER RATE EXEMPTIONS, ETC.

**Proposed ordinances, orders, etc. described below, were presented by the aldermen named, and were *Referred to the Committee on Finance,* as follows:**

*License Fee Exemptions for Homes, Hospitals, Day Care Centers, Etc.:*

BY ALDERMAN ROTI (1ST WARD):

St. Frances Xavier Cabrini Hospital, No. 811 S. Lytle Street.

BY ALDERMAN HOLMAN (FOR ALDERMAN HUBBARD, 2ND WARD):

Mercy Hospital and Medical Center, Stevenson Expressway at King Drive.

BY ALDERMAN DESPRES (5TH WARD):

Nicholas J. Pritzker Center and Hospital, No. 800 E. 55th Street.

Woodlawn Hospital, No. 6060 S. Drexel Avenue.

BY ALDERMAN LUPO (9TH WARD):

Roseland Community Hospital Association, Nos. 45-67 W. 111th Street.

BY ALDERMAN MARZULLO (25TH WARD):

Schwab Rehabilitation Hospital, No. 1401 S. California Avenue.

BY ALDERMAN MCMAHON (30TH WARD):

St. Anne's Hospital, No. 4950 W. Thomas Street.

BY ALDERMAN KEANE (31ST WARD):

Norwegian-American Hospital, Inc., No. 1044 N. Francisco Avenue.

BY ALDERMAN CULLERTON (38TH WARD):

Norwegian Lutheran Bethesda Home Association, No. 2833 N. Nordica Avenue.

BY ALDERMAN SIMON (40TH WARD):

St. Paul's House, No. 3831 N. Mozart Street.

BY ALDERMAN CULLERTON (FOR ALDERMAN FRIED, 42ND WARD):

Rehabilitation Institute, No. 401 E. Ohio Street.

BY ALDERMAN O'ROURKE (48TH WARD):

Frank Cuneo Hospital, No. 750 W. Montrose Avenue.

Methodist Home of Chicago, No. 1415 W. Foster Avenue.

Old People's Home of Chicago (The Admiral), No. 909 W. Foster Avenue.

BY ALDERMAN WIGODA (49TH WARD):

Charity Hospital Association, No. 6130 N. Sheridan Road.

Charity Hospital Association d/b/a Northeast Community Hospital on Clark Street, No. 6970 N. Clark Street.

George J. Goldman Memorial Home for Jewish Aged, No. 1151 W. Farwell Avenue.

BY ALDERMAN SPERLING (50TH WARD):
Jewish Peoples Convalescent Home, No. 6512 N. California Avenue.

*Cancellation of Warrants for Collection:*

BY ALDERMAN ROTI (1ST WARD):
Louise Burg Hospital, No. 255 W. Cermak Road —steel curtain inspection.

BY ALDERMAN DESPRES (5TH WARD):
Drexel Home, No. 6140 S. Drexel Avenue— refuse burning equipment inspection.

BY ALDERMAN SPERLING (50TH WARD):
Edgewater Hospital, No. 5700 N. Ashland Avenue—revolving doors inspections (2), projecting sign and roof sign inspections.

*Cancellation of Existing Water Rates and for Exemption from Future Rates:*

BY ALDERMAN WIGODA (49TH WARD):
United Church of Rogers Park, No. 1545 W. Morse Avenue.

BY ALDERMAN SPERLING (50TH WARD):
Ner Tamid Congregation, No. 2754 W. Rosemont Avenue.

### RECESS.

At 1:00 P.M. Alderman Keane moved that the City Council do recess until 2:00 P.M. The motion to Recess *Prevailed,* and the City Council *Stood in Recess.*

# UNFINISHED BUSINESS.

### REASSEMBLING OF CITY COUNCIL AFTER RECESS.

At 2:00 P.M. the City Council reassembled pursuant to recess taken. Honorable Richard J. Daley, Mayor, called the Council to order. John C. Marcin, City Clerk, called the roll of members and it was found that there were present at that time: Aldermen Roti, Metcalfe, Holman, Despres, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—44.

Quorum present.

### Department of Environmental Control Established.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on December 9, 1969, pages 6523-6546, recommending that the City Council pass a proposed ordinance transmitted with the committee's report to authorize the establishment of a new Department of City Government to be known as Department of Environmental Control.

Alderman Keane moved to pass said proposed ordinance.

Alderman Despres presented three amendments pertaining to Section 17-1.10, Section 17-2 and Section 17-2.57.

Alderman Keane moved to *Refer the Amendments to the Committee on Committees and Rules.* The motion to Refer *Prevailed.*

The main question thereupon being put, on the passage of the proposed ordinance, the motion *Prevailed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Metcalfe, Holman, Despres, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—44.

*Nays*—None.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That Chapter 17 of the Municipal Code of Chicago entitled Air Pollution Control is hereby repealed in its entirety and there is hereby enacted a new Chapter 17 which shall read as follows:

### Chapter 17

### DEPARTMENT OF ENVIRONMENTAL CONTROL.

17.1 This Chapter shall be known, cited and referred to as "The Chicago Environmental Control Ordinance".

### Article I

### ORGANIZATION

17-1.1 There is hereby established a department which shall be known as the department of environmental control. The department shall embrace a commissioner of environmental control, a deputy commissioner of environmental control, and such other officers and employees as the city council may provide by annual appropriation ordinance.

17-1.2 All officers and employees of the department shall be under the direction and supervision of the commissioner and shall perform such duties as may be required of them by the commissioner or by the provisions of this chapter.

17-1.3 There is hereby created the office of commissioner of environmental control. He shall be appointed by the mayor, by and with the advice and consent of the city council.

17-1.4 The commissioner shall be qualified by education, training or experience to cooperate with scientific and civic organizations interested in environmental control. During his term of office, he shall not engage in any other business or occupation.

17-1.5 There is hereby created the office of deputy commissioner of environmental control. He shall be appointed by the commissioner, according to law, and he shall have authority, under and subject to the order, direction and control of the commissioner to act for the commissioner, and shall perform such duties as may be required of him by the commissioner. He shall act as commissioner of environmental control in the absence of the commissioner from his office and while so acting shall discharge all the duties and possess all the powers imposed upon or vested in the commisioner. He shall, under the direction of the commissioner, have general control of all matters and things pertaining to the work of the department. He shall during his term of office not engage in any other business or occupation.

17-1.6 The deputy commissioner of environmental control shall be a professional engineer qualified by technical training in the fields of sanitary, combustion, civil, mechanical or chemical engineering and shall have at least ten years' experience in these fields.

17-1.7 The commissioner shall also appoint, subject to the regulations of the civil service commission of the city of Chicago, an assistant chief clerk and such clerical and stenographic assistants, and inspectors and engineers, and other employees as needed, as the city council may provide.

17-1.8 Engineers shall be qualified by technical training in the fields of combustion, sanitary, civil, mechanical or chemical engineering.

17-1.9 Inspectors shall be qualified by technical training or experience in the theory and practice of environmental control.

17-1.10 No person employed in the department shall be directly or indirectly interested in the manufacturing, ownership, agency, or sale of fuel, steam boilers, or fuel-burning, combustion or process equipment or devices, or smoke abatement or air pollution control equipment, water pollution control or noise abatement equipment, or the apparatus or devices connected therewith or any extensions thereunto.

17-1.11 The duties of the commissioner shall be:

(1) To supervise the execution of all laws, ordinances, rules and regulations pertaining to environmental control as provided in this chapter;

(2) To institute necessary proceedings to prosecute violations of this chapter and to compel the prevention and abatement of the issuance of smoke or gases, solids or liquids or other matter causing air and water pollution, and nuisances arising therefrom and abatement of noises.

(3) To examine and approve the plans of fuel-burning, combustion or process equipment or devices, furnaces, and smoke prevention and air and water pollution and noise abatement control devices installed, constructed, reconstructed, repaired, or added to in any building, location, or on any premises within the city of Chicago as herein provided to assure that they are in accordance with the requirements of this chapter;

(4) To make inspections of newly installed, constructed, reconstructed, repaired or altered fuel-burning, combustion or process equipment or devices, furnaces, and smoke prevention, air pollution and water pollution control devices, and noise abatement control devices, and to make annual or periodic inspections to determine whether compliance is being had with the provisions of this chapter;

(5) To investigate complaints of violations of this chapter and to make inspections and observations of environmental conditions;

(6) To encourage and conduct studies, investigations and research relating to the physical, chemical, engineering and meteorological aspects of environmental control, as he may deem advisable and necessary;

(7) To develop plans and proposals for joint cooperative investigation and research with public and private agencies and organizations on methods for eliminating or reducing air and water pollution, and for noise abatement;

(8) To enlist voluntary cooperation by the public, municipalities, counties, communities, and civic, technical, scientific and educational societies;

(9) To advise, consult and cooperate with other agencies of the state and federal governments in the furtherance of the purposes of this chapter;

(10) To collect, publish and disseminate appropriate educational literature and other information to the public for the purpose of advising of the necessity, purpose and methods for air and water pollution prevention and securing cooperation in the reduction of emission of smoke, water pollution and for noise abatement;

(11) To make all needful rules and regulations, with the advice and consent of the advisory committee, necessary or proper to accomplish the purposes of this chapter, and to promulgate and publish, with the advice and consent of the advisory committee a code of recommended practices under which this chapter is to be administered, providing with clarity and in detail the necessary information by which the public is to be guided, as may be deemed necessary or advisable, not inconsistent with the provisions of this chapter, with respect to any requirement of such chapter; and, with the advice and consent of the advisory committee to establish standards of quality and to regulate the application of materials and combination of materials not inconsistent with the provisions of this chapter; and to determine, with the advice and consent of the advisory committee, a specified volume ratio, or other suitable index, of various pieces, types or classes of equipment in each industry in accordance with normal good practice within such industry; and with the advice and consent of the advisory committee, to establish standards of limitation on the emission or escape into the atmosphere or water of any acids, fumes, oxides, gases, vapors, odors, dusts, radio-active substances, waste or other solid, liquid or gaseous matter which in specified concentrations in the atmosphere or water may be or become noxious, obnoxious, or toxic. He shall not enact any rule,

regulation or standard until he first holds a public hearing thereon, at which time all interested persons may appear. He shall give not less than ten days notice of the time and place of such hearing by publication in a newspaper of general circulation published within the city, and he shall recommend to the city council in writing any standards on the basis of which the basic limitation of emissions of pollutants or other matter may be determined or adjusted for any industry. If and when the city council, by ordinance, approves such recommended rules, regulations or standards, they may take effect and be incorporated by reference into this chapter; provided, however, the commissioner shall have the power to make reasonable administrative and procedural regulations or rules interpreting or clarifying the requirements which are definitely prescribed in this chapter, without notice or hearing.

The department shall publish in a convenient form, and as a unit, the provisions of this chapter, the code of recommended practices and rules, regulations, and standards which have been adopted. A copy of the same shall be kept always on file in the offices of the department and the city clerk and the municipal reference library;

(12) To prepare and maintain records of all orders issued by the department and the appeal board;

(13) To issue all permits, certificates, notices, or other matters, required under the provisions of this chapter; and to notify all persons concerned of any decision he may render and to provide such persons with an opportunity to be heard as herein set forth;

(14) To investigate and make recommendations from time to time to the city council with respect to needed additions or revisions of this chapter or any other ordinance pertaining to environmental control;

(15) To do any and all other acts which may be necessary for the successful prosecution of the purposes of this chapter, and such other acts as may be specifically enumerated herein as his duties.

17-1.12 The city shall provide such instruments, books, papers and equipment as shall be necessary for the proper performance of the duties of the department, which shall be the property of the city, and which shall be delivered by the commissioner to his successor in office.

17-1.13 There is hereby established an advisory committee to consult with, assist and advise the Commissioner of the Department of Environmental Control on all matters relating to the jurisdiction and responsibility of this department. The advisory committee shall consist of seven members—one member shall be the Commissioner of the Department of Environmental Control—one member shall be the Commissioner of the Department of Water and Sewers—one member shall be the Commissioner of the Department of Health—one member shall be the Commissioner of the Department of Buildings and three members shall be appointed by the Mayor from the community at large. All shall be residents of the City of Chicago.

The Committee shall:

(1) Aid and advise the commissioner with respect to obtaining the active support and cooperation of industry, commercial enterprises, municipal and governmental agencies and other organizations interested in or affected by the provisions of this chapter;

(2) Advise and consult with the commissioner with respect to amendments to this chapter considered appropriate by reason of research conducted in accordance with section 17-1.14 hereof, or otherwise;

(3) Advise and consult with the commissioner with respect to the membership of the advisory committee;

(4) Attend meetings called by the chairman from time to time;

(5) Institute, support and encourage such programs for research and education in the field, of environmental control and raise and administer funds contributed therefor; and

(6) With the commissioner, appoint appropriate sub-committees to carry out research programs as provided in section 17-1.14 hereof.

17-1.14 The policy of the city of Chicago is hereby declared to be that concerted effort shall henceforth be made by the commissioner and the committee, working in conjunction with representatives of all affected groups and industries, constantly to maintain and improve accepted environmental control practices.

To effectuate the foregoing policy, the commissioner and the committee shall appoint sub-committees representative of affected groups of industries in the city to conduct continuing programs of research on all phases of environmental control, including but not limited to, the following:

(1) Emissions from metallurgical processes;
(2) Emissions from by-product coke plants;
(3) Emissions from locomotives and steamships;
(4) Wind-borne dust and particulate matter;
(5) Exhaust emissions from motor vehicles;
(6) Design and operation of and emissions from incinerators;
(7) Emissions of noxious gases, fumes and odors;
(8) Emissions of substances which reduce the purity of water;
(9) Emissions of noise.

Such sub-committees shall make annual reports of their findings and recommendations to the commissioner and the committee.

## Article II

### AIR POLLUTION CONTROL

17-2.1 For the purpose of this Article, whenever any of the following words, terms or definitions are used herein, they shall have the meaning ascribed to them in this section:

*Advisory Board:* The technical advisory board established pursuant to section 17-2.54.

*Air Furnace:* A horizontal furnace, externally fired with a natural draught stack, which is used to melt or treat ferrous materials for production of castings.

*Air Jets:* Any apparatus operated by steam or compressed air or a mechanically-driven blower for the purpose of causing high velocity air to be introduced into a furnace and to cause a more complete mixture of oxygen with the gases of combustion above the fuel bed.

*Appeal Board:* The appeal board established pursuant to section 17-2.55.

*Ashes:* Shall include cinders, fly ash or any other solid material resulting from combustion, and may include unburned combustibles.

*ASME:* The American Society of Mechanical Engineers.

*ASTM:* The American Society for Testing Materials.

*Atmosphere:* See definition of "Open Air".

*Atmospheric Pollution:* The discharging from stacks, chimneys, exhausts, vents, ducts, openings, buildings, structures, premises, open fires, portable boilers, vehicles, processes, or any other source, of any smoke, soot, fly ash, dust, cinders, dirt, noxious or obnoxious acids, fumes, oxides, gases, vapors, odors, toxic or radioactive substances, waste, particulate, solid, liquid or gaseous matter, or any other materials in such place, manner or concentration as to cause injury, detriment, nuisance, or annoyance to the public, or to endanger the health, comfort, repose, safety or welfare of the public, or in such a manner as to cause or have a natural tendency to cause injury or damage to business or property.

*Authorized Representative:* Any individual, firm or corporation designated by a "person", as defined in this section, who shall be given authority to act for such "person" in all matters pertaining to the department of environmental control. Such authorization must be transmitted to such department in writing.

*Automobile and/or Truck Sales Lot:* Any land area used or intended to be used for the display or sale of passenger automobiles or commercial vehicles.

*Baffling:* Any row, rows, plane, planes of refractory or other material that causes the gases in a steam boiler or other vessel, duct or device to assume a definite and predetermined path of travel before reaching the chimney or smoke stack.

*Bessemer Converters and Pneumatic Steel Making Processes:* Processes by which steel is made directly from molten iron or scrap metal by forcing gases through or over the molten metal to oxidize and carry off the carbon and other impurities in the metal.

*Blast Furnace and Auxiliary Equipment:* The furnace and equipment used in connection with the smelting process of reducing metallic ores to molten metal in order to remove, primarily, the oxygen from the ore and producing gas as a by-product. The furnace and equipment consists of, but is not limited to, the furnace proper, charging equipment, stoves, bleeders, gas dust catcher, gas cleaning devices and other auxiliaries pertinent to the process.

*Board:* Technical advisory board or appeal board of environmental control, depending on the context, as hereinafter provided.

*Breeching:* Any conduit for the transport of products of combustion or processes to the atmosphere or to any intermediate device before being discharged into the atmosphere. It does not include the chimney or stack.

*Bridgewall:* Any wall at the rear of the grate or stoker that acts as a deflector or radiant heat reflector for the furnace gases and as a stop to the fuel bed or a rear wall of the ash pit.

*Building Fires:* The term, "a new fire being built," shall be held to mean the period during which a fresh fire is being started and does not mean the process of replenishing an existing fuel bed with aditional fuel.

*Boiler Burning Fuel in Suspension:* A "boiler burning fuel in suspension" is any fuel-burning device in which fuel is conditioned or pulverized previous to admitting the fuel into the furnace for combustion. The combustion process is completed with the fuel in suspension.

*By-Product Coke Plant:* A plant used in connection with the distillation process to produce coke in which the volatile matter in coal is expelled, collected, and recovered. Such plant consists of, but is not limited to, coal and coke handling equipment, by-product chemical plant and other equipment associated with and attendant to the coking chambers or ovens making up a single battery operated and controlled as a unit.

*Chimney or Stack:* Any conduit, duct, vent, flue, or opening of any kind whatsoever arranged to conduct any products of combustion to the atmosphere. It does not include breeching as defined herein.

*Cinders:* Particles not ordinarily considered as fly ash or dust because of their greater size, consisting essentially of fused ash and unburned matter.

*Cleaning Fires:* The act of removing ashes from the fuel bed or furnace.

*Combustible Refuse:* Any combustible waste material containing carbon in a free or combined state other than liquids or gases.

*Combustion Equipment or Device:* See "Fuel-burning, combustion or process equipment or device".

*Commissioner:* Commissioner of environmental control of the city of Chicago.

*Committee:* The environmental control advisory committee established pursuant to section 17-1.13.

*Condensed Fumes:* Fumes which have cooled and returned to a liquid or solid.

*Construction:* The installation or erection of any fuel-burning combustion or process equipment or device.

*Cupola:* A vertical furnace in which alternate layers of basic material and coke are charged to produce molten ferrous and non-ferrous metal for the production of castings. Auxiliary equipment consists of, but is not limited to, blowers, charging mechanism, collection equipment, heat exchangers and slagging equipment.

*Damper, Automatic or Manual:* Any device for regulating the volumetric flow of gas or air.

*Department:* Department of environmental control of the city of Chicago.

*Domestic Heating Plant:* A plant generating heat for a single family residence, or for two residences either in duplex or double house form, or for multiple-dwelling units in which such plant serves fewer than three apartments. Under this designation are also hot water heaters, stoves, and space heaters used in connection with the foregoing establishments, or to heat shacks and other temporary buildings, such as used by the railroad and construction industries; provided, however, that like equipment used in multiple-dwelling units other than herein described, or used in permanent buildings of commercial or industrial establishments are not to be construed to be included under this designation.

*Domestic Refuse-Burning Equipment:* Any refuse-burning equipment or incinerator used for a single family residence, or for two residences either in duplex or double house form, or for multiple-dwelling units in which such equipment or incinerator serves fewer than three apartments.

*Down-Draft Furnace:* In this furnace there are two separate grates, one above the other; the top grate is water tubes, the bottom grate consists of common grate bars and is fed by half consumed fuel falling from the upper grate. The air for combustion enters the upper fire door and passes through the bed of green fuel on the upper grate and then over the incandescent fuel on the lower grate.

*Dryer:* A device for drying by heat, forced ventilation or both; an apparatus such as a furnace, oven, or revolving kiln for expelling moisture or volatiles by evaporation or volatization.

*Dust:* Particulate matter released into the air by natural forces, or by any fuel burning, combustion or process equipment or device, or by construction work, or by mechanical or industrial processes, such as crushing, grinding, milling, drilling, demolishing, shoveling, bagging, sweeping, covering, conveying, transferring, transporting, and the like.

*Dust-Separating Equipment:* Any device for separating dust from the air or gas medium in which it is carried.

*Electric Furnace:* A furnace in which the melting and refining of metals is accomplished by means of electrical energy.

*Extension Furnace (Dutch Oven):* Any masonry structure or combination of masonry and metal built on the front of a boiler or other combustion device for the purpose of obtaining additional furnace volume.

*Fire Tubes:* Those tubes surrounded by a cooling medium through which the hot gases of combustion pass.

*Fly Ash:* Particulate matter capable of being gas-borne or air-borne and consisting essentially of fused ash and burned or unburned material.

*Foundries—Ferrous and Non-Ferrous:* The processes, devices, and equipment used for the purpose of production of castings, other than die-castings, from basic material. Such processes, devices, and equipment consists of, but is not limited to, charging equipment, furnaces, collection equipment and cleaning operations. Basic materials used include, but are not limited to, iron, brass, aluminum, and magnesium.

*Fuel:* Any form of combustible matter—solid, liquid, vapor, or gas.

*Fuel Agreement:* An agreement by any person with the department to use only low volatile solid fuels or other approved fuels.

*Fuel-Burning, Combustion or Process Equipment or Device:* Any furnace, incinerator, compactor, fuel-burning equipment, refuse-burning equipment, boiler, apparatus, device, mechanism, fly ash collector, electrostatic precipitator, smoke arresting or prevention equipment, stack, chimney, breeching or structure, used for the burning of fuel or other combustible material, or for the emission of products of combustion, or used in connection with any process which generates heat and may emit products of combustion; and shall include process furnaces, such as heat treating furnaces, by-product coke plants, core-baking ovens, mixing kettles, cupolas, blast furnaces, open hearth furnaces, heating and reheating furnaces, puddling furnaces, sintering plants, bessemer converters, electric steel furnaces, ferrous foundries, non-ferrous foundries, kilns, stills, dryers, roasters, and equipment used in connection therewith, and all other methods or forms of manufacturing, chemical, metallurgical or mechanical processing which may emit smoke, or particulate, liquid, gaseous or other matter.

*Fuel-Burning Equipment, Hand-Fired Type:* Any fuel-burning, combustion or process equipment or device, other than process or process equipment or down-draft furnaces, in which fresh fuel is manually introduced directly into the furnace.

*Fuel-Burning Equipment, Mechanical:* Any fuel-burning, combustion or process equipment or device incorporating a device by means of which fuel is mechanically introduced from outside the furnace into the zone of combustion.

*Fuel Dealer:* Any person who sells or delivers solid fuel or fuel oil directly to the ultimate consumer, without regard to price, quantity, or frequency of delivery.

*Fuel Oil:* Oil commonly used as a fuel.

*Fumes:* Gases, vapors or particulate matter that are of such character as to cause atmospheric pollution.

*Furnace:* An enclosed space provided for the ignition or combustion of fuel.

*Furnace Volume:* The volume of the chamber or enclosure in which the combustion process takes place.

*Heating and Reheating Furnace:* A furnace in which metal is heated to permit shaping or forming, or to achieve specific physical properties.

*Heating of Low Pressure Boilers:* All boilers designed for operating at a steam pressure of 15 pounds per square inch gauge or less.

*Heating Plant, Other Than Domestic:* Fuel-burning equipment used for the purpose of space heating of multiple-dwelling units containing more than two apartments, hotel, rooming house, boarding house, garage, school, hospital, church, office building, store, institution, and for all commercial, industrial or other establishments.

*Heating Surface:* Any surface having steam, water or other fluid on one side and hot gases on the other side, as found in a boiler or a warm air heating furnace, not excepting any surface covered by arches or refractory.

*Incinerator:* Any device intended for or used for the destruction of garbage or other combustible refuse or waste materials by burning.

*Internal Combustion Engine:* An engine in which combustion of gaseous, liquid, or pulverized solid fuel takes place within one or more cylinders.

*Indirect Heat Exchanger:* Equipment in which fuel is burned for the primary purpose of producing steam, hot water, or hot air, or other indirect heating of liquids, gases or solids, in which the products of combustion do not come into direct contact with process materials. Fuels may include, but are not limited to, coal, coke, lignite, coke breeze, gas, fuel oil and wood, but do not include refuse. When any products or by-products of a manufacturing process are burned for the same purpose, or in conjunction with any fuel, the same maximum limitation shall be governed by the most stringent limitation when refuse burning and indirect heat exchanger emissions are both considered.

*Kiln:* A furnace or a heated chamber used for the purpose of hardening, burning or drying in the manufacture of such products as: clay, brick, cement, pottery, ceramics, limestone, etc.

*Low Volatile Solid Fuel:* For the purpose of this chapter, a solid fuel, the volatile content of which is 23% or less on an ash free and moisture free basis or a solid fuel approved by the commissioner pursuant to section 17-2.20 hereof.

*Mechanical Combustion Equipment or Mechanically Fired Apparatus:* Fuel-burning, combustion or process equipment or device in which the fresh fuel or combustible material is mechanically introduced from outside the furnace into the zone of combustion, the same being actuated by controls; provided, however, that where the commissioner finds as a fact and so certifies that any surface-burning type (hand-fired) equipment is so designed as automatically to burn the fuel or combustible materials in a manner not to violate the provisions of this chapter, such equipment will be considered as mechanical combustion equipment or mechanically fired apparatus within the meaning of this chapter.

*Noxious Acids:* Anhydrous or hydrous acid forms in concentration high enough to be toxic, or to cause atmospheric pollution, or to constitute a nuisance as defined in this chapter.

*Oil Burners:* Any device for the introduction of vaporized or atomized fuel oil into a furnace.

*Open Air:* All spaces outside of buildings, stacks or exterior ducts.

*Open Fire:* Any fire from which the products of combustion are emitted directly into the open air without passing through a stack or chimney.

*Open Hearth Furnace:* A furnace in which the melting and refining of metal is accomplished by the application of heat to a saucer type or shallow hearth in an enclosed chamber. Such furnace consists of, but is not limited to, the furnace proper, checkers, flues and stack and may include a waste heat boiler and other auxiliaries pertinent to the process.

*Parking Lot:* Any land area used or intended to be used for the storage of passenger automobiles or commercial vehicles.

*Particulate Matter:* Material, other than water, which is suspended in or discharged into the atmosphere in a finely divided form as a liquid or solid.

*Person:* Any individual natural person, trustee, court appointed representative, syndicate, association, partnership, firm, club, company, corporation, business trust, institution, agency, government corporation, municipal corporation, city, county, municipality, district or other political subdivision, department, bureau, agency or instrumentality of federal, state or local government, contractor, supplier, vendor, installer, operator, user or owner, or any officers, agents, employees, factors, or any kind of representatives of any thereof, in any capacity, acting either for himself, or for any other person, under either personal appointment or pursuant to law, or other entity recognized by law as the subject of rights and duties. The masculine, feminine, singular or plural is included in any circumstances.

*Portable Boiler:* A boiler used separately or in connection with a power shovel, a road roller, a hoist, a derrick, or a pile driver, steam locomotives, diesel locomotives, steamboats, tugboats, tar kettles, asphalt kettles, and all other portable equipment capable of emitting smoke, particulate or other matter.

*Power or High Pressure Boilers:* All boilers designed for operating at a steam pressure greater than 15 pounds per square inch gauge.

*Premises:* Any real estate or real property.

*Processes or Process Equipment:* Any action operation or treatment embracing chemical, industrial or manufacturing factors, such as heat treating furnaces, by-product coke plants, core-baking ovens, mixing kettles, cupolas, blast furnaces, open hearth furnaces, heating and reheating furnaces, puddling furnaces, sintering plants, bessemer converters, electric steel furnaces, ferrous and non-ferrous foundries, kilns, stills, dryers, roasters, and equipment used in connection therewith, and all other methods or forms of manufacturing or processing which may emit smoke, particulate matter or other matter.

*Reconstruction:* Any material change or alteration of any existing fuel-burning, combustion or process equipment or device form that physical or operating condition for which approval was last obtained; or the addition, removal or replacement of any appurtenances or devices which materially affect the method or efficiency of preventing the discharge of pollutants into the atmosphere.

*Ringelmann Chart:* The chart published and described in the U.S. Bureau of Mines Information Circular 8333, and on which are illustrated graduated shades of grey to black for use in estimating the light obscuring capacity of smoke.

*Roaster:* A device used to effect the expelling of volatile matter or to effect oxidation as required in the manufacturing of such products as prepared meats, grain, coffee beans, nuts, etc.

*Sintering Plant:* The plant used in connection with the process of fusing fine particles of metallic ores causing agglomeration of such particles. Such plant consists of, but is not limited to, sintering machines, handling facilities, wind boxes, stacks and other auxiliaries pertinent to the process.

*Smoke:* Small gas-borne particles, other than water that form a visible plume in the air from a source of atmospheric pollution.

*Solid Fuel:* Any material in its solid state capable of being consumed by a combustion process.

*Soot:* Agglomerated particles consisting essentially of carbonaceous material.

*Stack or Chimney:* Any conduit, duct, vent, flue, or opening of any kind whatsoever arranged to conduct any products of combustion to the atmosphere. It does not include breeching as defined herein.

*Stack Spray:* A nozzle or series of nozzles installed in a stack above the breeching used to inject wetting agents at high pressure to suppress the discharge of particulate matter from the stack.

*Standard Conditions:* A gas temperature of 60 degrees Fahrenheit and a gas pressure of 30 inches mercury.

*Standard Cubic Foot (scf):* The standard cubic foot is a measure of the volume of gas under standard conditions.

*Stokers:* Any mechanical device that feeds solid fuel uniformly onto a grate or hearth within a furnace.

*Surface Burning Type (Hand-Fired):* See definition of "Fuel-burning equipment, hand-fired type".

*Unit operation:* Methods where raw materials undergo physical change; methods by which raw materials may be altered into different states, such as vapor, liquid or solid without changing into a new substance with different properties and composition.

*Unit Process:* Reactions where raw materials undergo chemical change; where one or more raw materials are combined and completely changed into a new substance with different properties and composition.

*Vehicle:* A self-propelled mechanism, such as a truck, machine, tractor, roller, derrick, crane, trencher, portable hoisting engine or automobile; or any conveyance used for carrying persons or things, trailer, semi-trailer, boat, tug, or other apparatus which is not ordinarily permanently installed in one location but is used in various places over a wide area.

*Volatile Matter:* The gaseous constituents of solid fuels are determined by the Standard ASTM Procedure amended or revised to date.

17-2.2 It shall be unlawful, on and after June 29, 1970, to burn refuse, garbage or other debris in any boiler or any unit which has not been specifically designed for that purpose and for which an effective Certificate of Operation has not been issued.

17-2.3 It shall be unlawful within the City of Chicago and within one mile of the corporate limits for any person, owner, agent, operator, firm or corporation to permit to cause, suffer or allow the emission of any smoke from any source whatever of a density, shade or opacity equal to or greater than that described as #2 on the Ringelmann chart as published by the United States Bureau of Mines provided that the following exceptions to the provisions of this section shall be permitted for fuel burning, combustion or process equipment.

(1) For a period or periods aggregating 4 minutes in any 30 minutes of a density, shade or opacity equal to but not greater than that described as #2 on the Ringelmann Chart.

(2) For a period or periods aggregating 4 minutes in any 60 minutes of a density, shade or opacity equal to but not greater than that described as #2 on the Ringelmann Chart when building a new fire.

17-2.4 Subject to the provisions of Section 17-2.5, it shall be unlawful within the city of Chicago for any person owning or in charge of any fuel-burning, combustion or process equipment or device, or any portable boiler, to cause, suffer or allow the emission from any such source of any particulate matter except in conformity with the limits set forth as follows:

(1) The limitation for all industrial particulate emissions shall be 0.10 grains per standard cubic foot, with the exception of indirect heat exchanger emissions and incinerator emissions.

(2) The emissions from indirect heat exchangers shall be limited as follows:

For equipment over 288,000 and under 10 million BTU's per hour input, the dust emissions shall be limited to 0.5 pounds per million BTU's input. If the capacity rating of the fuel burning equipment is more than 10 million BTU's per hour input, the amounts of particulate matter which may be emitted for each million BTU input shall decrease as the capacity rating of the fuel burning equipment increases as follows:

(a) No more than .50 pounds for each million BTU's input from equipment having a capacity rating of 10 million;

(b) No more than .39 pounds for each million BTU's input from equipment having a capacity rating of 50 million;

(c) No more than .34 pounds for each million BTU's input from equipment having a capacity rating of 100 million;

(d) No more than .29 pounds for each million BTU's input from equipment having a capacity rating of 1,000 million; and

(e) No more than .18 pounds for each million BTU's input from equipment having a capacity rating of 5,000 million.

The amount of particulate matter which may be emitted from fuel furning equipment having an intermediate capacity rating shall be determined by linear interpolation when plotted on Log-Log Graph Paper. If two or more fuel burning units are connected to a single flue, the total capacity rating of all fuel burning units connected to the flue shall be the capacity rating for the purpose of computing the amount of particulate matter which may be emitted. If a single fuel burning unit is manifolded to two or more flues, the capacity rating of the single fuel burning unit shall be the capacity rating for the purpose of computing the amount of particulate matter which may be emitted. The foregoing requirements shall be measured by the methods of the American Society of Mechanical Engineers (ASME), Power Test Code 27-1957 (PTC27-1957), Determining Dust Concentration in a Gas Stream, which is hereby made a part of this chapter by reference, or in accordance with modified procedures mutually agreed upon by the Commissioner and such person. A copy of the said Code shall be kept on file in the office of the Department subject to examination by interested persons.

(3) A specified volume ratio, or other suitable index, or particulate bearing gas shall be established in accordance with section 17-1.11, subparagraph (11) for various pieces, types or classes of fuel-burning, combustion or process equipment or devices, which constitute potential sources of emission of particulate matter; provided, however, that with respect to coal burning combustion equipment the basic limitations set forth in subparagraph (1) of this section shall be adjusted to a gas volume based upon 50 per cent excess air.

(4) All existing combustion equipment shall meet the limitations of this section on and after June 29, 1970 and all new equipment shall meet the limitations upon installation.

(5) All existing process and control equipment shall meet the limitations set forth in subparagraph (1) of this section on and after June 29, 1969, and all new equipment shall meet the limitations upon installation.

(6) Emissions of particulate matter from all fuel burning combustion or process equipment or devices shall not exceed emissions which would result from operations in accordance with limitations set forth in this chapter.

(7) The basic limitation on the average emission into the atmosphere of particulate matter from an incinerator shall be 0.20 grains per cubic foot of gas at standard conditions. These calculations are to be made at 50 per cent excess air and are to be the result of tests conducted in the field under field conditions, costs of which shall be assumed by the owners if emissions exceed allowable limits. All existing incinerators shall meet the limitations set forth in this paragraph on and after June 29, 1971, and all new equipment shall meet the limitations upon installation.

(8) The emissions, other than water vapor, from any sources that are liable to generate or evolve into particulate form through phase change or other transformation shall be deemed to be particulate matter at the emitted point.

17-2.5 The following provisions shall be applicable to the processes and equipment hereinafter set forth in lieu of the limits upon the emission of smoke and particulate matter contained in sections 17-2.3 and 17-2.4 hereof:

(1) Railroad Locomotives—Diesel

(a) Immediately after starting the engine of a diesel locomotive, smoke of an appearance, density, or shade in excess of No. 2 of the Ringelmann Chart shall be prohibited except that No. 3 smoke shall be allowed for a period or periods aggregating not more than four minutes during the first fifteen minute period.

(b) Immediately after starting the steam generator on a diesel locomotive, smoke of an appearance, density, or shade in excess of No. 2 of the Ringelmann Chart shall be prohibited except that No. 3 smoke shall be allowed for a period or periods aggregating not more than two minutes but not thereafter.

(c) After a diesel yard or switching locomotive is in service or ready for service, smoke of an appearance, density, or shade in excess of No. 2 of the Ringelmann Chart shall be prohibited except that No. 3 smoke shall be allowed for a period or periods aggregating not more than one minute in any fifteen minute period.

(d) After a diesel road or transfer locomotive is in service or ready for service, smoke of an appearance, density, or shade in excess of No. 2 of the Ringelmann Chart shall be prohibited except that No. 3 smoke shall be allowed for a period or periods aggregating not more than one minute in any fifteen minute period.

(2) Steamships and Other Vessels

(a) When building, banking or cleaning fires or when maneuvering or ballasting, smoke of an appearance, density, or shade in excess of No. 2 of the Ringelmann Chart shall be prohibited except that No. 3 smoke shall be allowed for a period or periods aggregating not more than six minutes in any sixty minute period.

(b) When building original fires at the start of seasonal operations, or under emergency conditions when it is necessary to operate a boat with a fluctuating load upon the boilers to prevent danger to life or property, the foregoing restrictions on emissions shall not apply.

(c) When a steamship or other vessel is in service, except as provided to cover particular conditions stated in this section, the provisions of section 17-2.3 hereof shall apply.

(3) Sulfur Dioxide Limitation

(a) No person shall cause or permit the use, or, if intended for use in the City of Chicago, the purchase, sale, offer for sale, storage or transportation, of fuel which, as determined by the methods of the American Society for Testing and Materials, contains more than the following percentages of sulfur by weight:

For a period of two years, on and after June 23, 1970 fuel: 2.5 per cent

For a period of eighteen months, on and after June 23, 1972: fuel: 2.0 per cent

Thereafter: fuel: 1.5 per cent

(b) Upon the application of any person engaged in the operation of fuel burning equipment, the commissioner with the approval of the appeal board may issue a certificate of operation in accordance with Section 17-2.41 of this chapter in those cases wherein the applicant shall establish that the fuel burning equipment is operated in such a manner or is equipped with such control apparatus as to continually prevent the emission of any sulfur compound or compounds in amounts greater than those that would be emitted from the burning (in the same fuel burning equipment without such control apparatus) of fuel containing any amount of sulfur by weight not in excess of the maximum amount permitted at the applicable time by this section.

(c) The provisions of subparagraph (3) (a) of this section shall not apply to acts performed with respect to fuel owned or under contract for purchase by a purchaser who uses or intends to use such fuel in any fuel burning equipment for which a certificate of operation has been issued under subparagraph (3) (b), or where a variance has been granted pursuant to the provisions of Section 17-2.56(3) of this chapter.

(d) When periods of stagnation, for 24 hours or greater, occur, the commissioner shall have the power to implement a Pollution Incident Control Plan, whereby plants that have an annual fuel consumption of 60,000 tons of coal or 14,500,000 gallons of oil are required either to switch to a low sulfur fuel (less than 1.5% sulfur by weight) or curtail emission of sulfur dioxide pollution during this period until the commissioner determines that the stagnation period no longer exists.

All persons responsible for the operation within the city of any of the processes or equipment above named shall undertake or participate in a program of research to determine feasible methods of measuring and controlling emissions therefrom in accordance with Section 17-1.14 hereof.

17-2.6 It shall be unlawful within the City of Chicago and within one mile of the corporate limits for any person, owner, agent, operator, firm or corporation to permit to cause, suffer or allow the discharge, emission or release into the atmosphere from any source whatsoever of such quantities of soot, fly ash, dust, cinders, dirt, oxides, gases, vapors, odors, toxic or radioactive substances, waste, particulate, solid, liquid or gaseous matter or any other materials in such place, manner or concentration as to constitute atmospheric pollution.

17-2.7 Any emission of smoke, particulate matter or other matter from any single such source in excess of the limitations established in or pursuant to Sections 17-2.3, 17-2.4 and 17-2.5 shall be deemed and is hereby declared to be a public nuisance, and may be summarily abated by the commissioner. Such abatement may be in addition to the administrative proceedings, fines and penalties herein provided.

The commissioner is further empowered to institute legal proceedings for the abatement or prosecution of emissions of smoke, particulate or other matter which causes injury, detriment, nuisance or annoyance to the public or endangers the health, comfort, safety or welfare or the public, or causes or has a natural tendency to cause injury or damage to business or property. Such abatement may be in addition to the administrative proceedings, fines and penalties herein provided.

17-2.8 Nothing in this chapter shall be construed to impair any cause of action, or legal remedy therefor, of any person or the public for injury or damage arising from the discharge, emission or release into the atmosphere from any source whatsoever of such quantities of smoke, soot, fly ash, dust, cinders, dirt, noxious or obnoxious acids, fumes, oxides, gases, vapors, odors, toxic or radioactive substances, waste, particulate, solid, liquid or gaseous matter or any other materials in such place, manner or concentration as to constitute atmospheric pollution or a common law nuisance.

17-2.9 Failure of any person as owner or agent, operator, member of any operating crew, engineman, fireman, janitor, or in any other capacity, to comply with any provision of this chapter shall be deemed a violation of this chapter and shall be subject to the fines and penalties as hereinafter provided. It shall be the duty of owners or agents of any fuel-burning, combustion or process equipment or device to instruct, or cause to be instructed, the operators, operating crews, enginemen, firemen, hostlers, janitors, or any other person, operating such equipment or device about the proper operation of such combustion equipment or device.

17-2.10 It shall be unlawful to burn paper, wood, garbage, leaves, building construction, demolition debris or any other combustible material in open fires or in metal containers; provided, however, that the effective date for the prohibition of open burning of leaves shall be on and after June 29, 1970.

17-2.11 It shall be unlawful for any person to build, erect, install or use any article, machine, equipment or other contrivance that dilutes, reduces or conceals an emission, without reducing the quantity of pollutants released into the atmosphere and which, in its unaltered condition, would constitute a violation of Sections 17-2.3, 17-2.4 or 17-2.6 of this chapter.

17-2.12 No person shall operate, or cause to be operated, upon any street, highway, public place, stream or waterway, or private premises within the City of Chicago, any internal combustion engines of any motor vehicle, boat, tug or other vehicle, while stationary or moving, which emits from any source any particulate material, smoke, obnoxious or noxious gases, fumes or vapors or any other atmospheric pollutant, in violation of Sections 17-2.3, 17-2.4 or 17-2.6 of this chapter; provided, the foregoing shall not apply to the operation of aircraft at municipal airports.

17-2.13 It shall be unlawful for any person to cause or permit the handling, loading, unloading, reloading, storing, transferring, placing, depositing, throwing, discarding, or scattering of any ashes, fly ash, cinders, slag or dust collected from any combustion process, any dust, dirt, chaff, wastepaper, trash, rubbish, waste, or refuse matter of any kind, or any other substance or material whatever, which is likely to be scattered by the wind or is susceptible to being wind-borne, without taking reasonable precautions or measures so as to minimize atmospheric pollution.

17-2.14 Subject to the provision of Section 17-2.17 hereof, it shall be unlawful for any person to operate or maintain, or cause to be operated or maintained, any building, structure, or premises, open area, right of way, storage pile of materials, yard, vessel, or vehicle, or construction, alteration, building, demolition or wrecking operation, or any other enterprise, which has or involves any matter, material, or substance likely to be scattered by the wind, or susceptible to being wind-borne, without taking reasonable precautions or measures so as to minimize atmospheric pollution.

17-2.15 The commissioner shall have jurisdiction and authority over the sources of any matter, material, or substance likely to be scattered by the wind, or susceptible to becoming airborne or a contributing factor to atmospheric pollution, and shall have authority to abate wind-borne nuisances and to instigate prosecutions for violations of any provision of this chapter or any other chapter of this code relating to the eradication or control of matter susceptible to being wind-borne. For the purpose of minimizing atmospheric pollution, he shall, with the advice and consent of the advisory board, prescribe reasonable, specific operating and maintenance practices for buildings, structures, premises, open areas, automobiles, and/or truck parking and sales lots, private roadways, rights of way, storage piles of materials, yards, vessels, vehicles, construction, alteration, building, demolition or wrecking operations, and any other enterprise, which has or involves any matter, material, or substance susceptible to being wind-borne and for the handling, transportation, disposition, or other operation, with respect to any material subject to being wind-borne, which practices shall be embodied in the code of recommended practices.

17-2.16 The commissioner is hereby authorized to issue notices of violation for the purpose of giving notice to persons allegedly violating any of the provisions of this chapter or other ordinances relating to atmospheric pollution. If at the time of any original inspection, or annual inspection, or any other inspection, it is found that any fuel-burning, combustion or process equipment or device, or premises, is being operated or managed or is in such a condition or so installed that smoke, particulate, or other matter is being emited or may be emitted therefrom in violation of any emission limitation or other requirement or jurisdiction provided in this chapter, the commissioner may give notice in writing to any or all persons owning, operating, or in charge of such equipment or device, or premises, of the defective equipment or device, condition or operation, or violation. Such notice may be given by any inspector or other properly trained authorized agent of said commissioner, by delivering such notice to any person owning, operating, or in charge of the equipment or device, or premises, involved, or by leaving a copy thereof with a person in charge of such equipment, device, or premises, or by mailing a copy directed to the last known address of the person to be notified. Such notice may direct the alleged violator to appear and to present such notice at a designated office of the department in the City Hall or the Central Office Building at the date and hour specified thereon for the purpose of conferring with respect to the alleged violation and the corrective measures, if any, which should be taken. Such notice may contain a demand upon such person or persons to discontinue use of such equipment or device, or premises, until the correction thereof has been approved by the commissioner. Such notice shall allow up to ten days' time to correct the equipment or device, or condition or operation, and report compliance to the commissioner.

Failure to comply with such notice within ten days from its date, or within any extension of time granted under section 17-2.53 hereof, shall be a violation of this section and, upon such failure, the commissioner may revoke any existing certificate of operation for such equipment or device.

17-2.17 No person shall maintain or conduct, or cause to be maintained or conducted, any parking lot or automobile or truck sales lot, or use any real property for a private roadway unless such real property is covered or treated with a surface or substance or otherwise maintained in such manner as to minimize atmospheric pollution.

17-2.18 It shall be unlawful for any person to operate any surface burning type (hand-fired) of combustion equipment with any solid fuel other than a low volatile solid fuel unless:

(1) The commissioner has issued a certificate of operation therefor in accordance with section 17-2.35 or section 17-2.40, authorizing the use of other than low volatile solid fuel with such equipment;

(2) The commissioner has approved the equipment or types of equipment in accordance with section 17-2.24;

(3) The commissioner has issued an allowable fuel certificate for such equipment in accordance with sections 17-2.21, 17-2.22 and 17-2.23; or

(4) The appeal board has granted an individual variance for such equipment in accordance with section 17-2.54.

The foregoing restrictions shall not apply with respect to the burning of combustible refuse in such equipment in accordance with rules and regulations issued by the commissioner.

17-2.19 A solid fuel containing volatile matter in excess of 23% on an ash free basis shall be considered a low volatile solid fuel provided it meets the same standards in regard to smoke production as a low volatile solid fuel, and subject to the following conditions in order to ascertain whether or not such standards are met:

Adequate supplies of such solid fuel shall be made available to the commissioner to conduct such reasonable tests as he shall deem necessary to determine that such fuel meets the standards hereinfore established. The reasonable expense of any such tests shall be borne by the person seeking the approval of such solid fuel.

The commissioner shall maintain and, upon request, furnish a list of brands or trade names of solid fuels which have been tested for conformity with the provisions of this chapter and which as a result of such tests have been approved.

17-2.20 Solid fuel, other than low volatile solid fuel, may be used or consumed only in mechanical combustion equipment or mechanically fired apparatus; except that after suitable inspections and tests have proven to the commissioner that any combination of surface burning type (hand-fired) of equipment and appurtenances and fuel can comply with the emission limitations established by or under this chapter, the commissioner shall approve the use of such combination of equipment and fuel.

17-2.21 The commissioner is hereby authorized to isue allowable fuel certificates for the use of any solid fuel other than a low volatile solid fuel in surface burning types (hand-fired) of equipment when approved in accordance with section 17-2.20, 17-2.23 or 17-2.24; provided, that with respect to equipment subject to annual inspection under this chapter, the commissioner may issue a certificate of operation in lieu of an allowable fuel certificate. Any such certificate issued by the commissioner shall be permanently attached and affixed to the fuel-burning equipment for which it is issued, in a manner so that it may be readily seen on inspection and, when so attached, shall constitute notice to all persons of the matter contained in such certification.

17-2.22 Each allowable fuel certificate issued by the commissioner shall identify the fuel-burning equipment, its major components and the owner or person responsible therefor and such other details as the commissioner may specify, and shall include the certification of the commissioner that such equipment may be operated with any solid fuel of not more than the volatile content specified therein by the commissioner.

17-2.23 The commissioner shall not issue installation permits or certificate of operation or allowable fuel certificates for any surface-burning type (hand-fired) of equipment for which installation permits or certificates of operation or allowable fuel certificates are required, unless the fuel to be used in such equipment shall be a low volatile solid fuel, or unless, after appropriate tests, it has been established to the satisfaction of the commissioner that such equipment is capable of burning the fuel to be used therewith without exceeding emission limitations established by or under this chapter.

17-2.24 For the purpose of determining that surface-burning types (hand-fired) of equipment are suitable for burning solid fuel other than low volatile solid fuel so as not to violate any provisions of this chapter:

(1) The commissioner shall have the authority to test each new type (new type being that which changes the manner of combustion) of surface burning type (hand-fired) of equipment offered for sale or use in the city of Chicago. Where he finds as a fact and so certifies that such equipment in which the fresh fuel is fired by hand is so designed that it will burn any solid fuel of any, or a specified, volatile content without exceeding the emission limitations established by or under this chapter, he shall issue an allowable fuel certificate for the type of equipment so tested and approved and shall authorize the tagging thereof in accordance with subparagraph (2) of this section. The cost to the city of all tests made for the determination of such authorization shall be borne by the applicant therefor.

(2) Any surface-burning type (hand-fired) of equipment so approved that is sold, offered for sale, exchanged, delivered or installed for use in the city shall bear a certificate or a plate or tag in accordance with the regulations of the department which identifies the equipment and the category for which it is approved.

17-2.25 It shall be unlawful for any person knowingly to sell, exchange, deliver, haul or transport to the ultimate consumer for use and consumption in any surface-burning type (hand-fired) of equipment in the city, any solid fuel which does not meet the standards of a low volatile solid fuel or which has not been approved for use with such equipment by issuance of an allowable fuel certificate or certificate of operation; provided, that the delivery, or transportation of solid fuel by railroad companies and other common carriers in the course of their common carrier business shall not be a violation of the provisions of this section.

17-2.26 It shall be unlawful for any person to sell, offer for sale, expose for sale, exchange, deliver or install for use in the city:

(1) Any make, model, or type of domestic refuse-burning equipment which has not been approved by the commissioner; or

(2) Any make, model, or type of approved domestic refuse-burning equipment for the burning of any type of refuse other than the types for which the refuse-burning equipment has been approved by the commissioner.

The delivery or transportation of any refuse-burning equipment by railroad companies and other common carriers in the course of their common carrier business shall not be deemed to be a violation of the provisions of this section.

17-2.27 Prior to approval, plans of each make, model, or type of domestic refuse-burning equipment shall be submitted to the department and such equipment be subjected to such tests as may be deemed necessary to establish its air pollution potential. For this purpose the commissioner may rely, in whole or in part, upon tests of such equipment previously conducted by nationally recognized associations.

(1) The commissioner shall list each make, model, or type of domestic refuse-burning equipment which he has approved, and shall designate

the approval as being limited to one of the following two categories:

Type A. Domestic burning equipment for ordinary paper or similar material only;

Type B. Domestic incinerators for burning rubbish and garbage.

(2) Any approved domestic refuse-burning equipment that is sold, offered for sale, exchanged, delivered or installed for use in the city shall bear a plate or tag in accordance with the regulations of the department which identifies the equipment and the category for which it is approved.

(3) Any person, firm, or corporation whose domestic refuse-burning equipment is submitted for tests by the department must pay all reasonable expenses necessary to the attendant tests, and the department shall furnish the submitter a copy of the results of such tests.

17-2.28 It shall be unlawful for any person to install, erect, construct, reconstruct, alter, or add to, or cause to be installed, erected, constructed, reconstructed, altered, or added to, any fuel-burning, combustion or process equipment or device, or any equipment pertaining thereto, or any stack or chimney connected therewith, within the city, excepting domestic heating plants, domestic refuse-burning equipment, locomotives, steamships and internal combustion engines, or to make, or cause to be made, major repairs to any high pressure boiler furnace or the brickwork on or about the same in said city, until an application for installation and operating permits on forms supplied by the department including suitable plans and specifications of the fuel-burning, combustion or process equipment or device, or high pressure boiler furnace repair, and the structures or buildings used in connection therewith, has been filed in duplicate by the owner, contractor, installer, or other person, or his agent, in the office of, and has been approved by, the commissioner as being so designed that the same can be managed and operated to conform to the provisions of this chapter, and an installation permit issued by him for such installation, erection, construction, reconstruction, alteration, addition to, or repair.

Provided, however, that maintenance or repairs or alterations which are minor in scope or do not change the capacity of such fuel-burning, combustion or process equipment or device and which do not involve any change in the method of combustion or materially affect the emission of smoke, dust, fumes, or other products of combustion therefrom, may be made without an installation permit; provided further, that an emergency repair may be made prior to the aplication for, and the issuance of, a required installation permit in the event an emergency arises and serious consequences would result if the repair were to be deferred. When such repair is made in emergency, application for an installation permit or an operating permit therefor shall be filed in duplicate by the person or his agent in the office of the commissioner within a reasonable time after the start of such work. Each installation permit shall be posted in a conspicuous place at, or near, the work for which it was issued.

17-2.29 The plans and specifications, submitted pursuant to section 17-2.28, of the fuel-burning, combustion equipment or device other than process or process equipment shall show the type of installation, the form and dimensions of such equipment or device, more particularly the proposed boiler, furnace, fuel burner, refuse burner, stack and ducts, together with the description and dimensions of the building or part thereof in which such equipment is to be located, the amount of work and the amount of heating to be done by such equipment, including all provisions made for the purpose of securing complete combustion of the fuel or refuse to be used and the manner in which it is to be burned for the purpose of preventing emissions in excess of the limitations established by or under this chapter. Said plans and specifications shall also show the character of the fuel or refuse to be burned, the maximum quantity of the same to be burned per hour, the operating requirements, and the use of such equipment; and that the room or premises in which such equipment shall be located is provided with adequate means of ventilation to provide sufficient air to complete the combustion process. Such plans and specifications shall further show, the dimensions of such room in which such equipment is to be located, the location and dimensions of all stacks used in connection with or as a part of said equipment, the location and dimensions of all stacks of any buildings or structures immediately adjoining and contiguous to the premises in question the frequency and duration of emissions, composition of effluents and range of collector efficiency. The commissioner may require such additional data as he deems necessary for the purpose of issuing a permit for the installation or operation of any such equipment.

The plans and specifications, submitted pursuant to section 17-2.28 of process or process equipment shall contain such information and data as the commissioner may deem necessary to determine the emission potential of such process or process equipment, including, but not limited to, the frequency and duration of emissions, except composition of effluents and range of collector efficiency.

17-2.30 The plans and specifications submitted pursuant to section 17-2.28 shall be prepared under the direction of, or approved by, a registered professional engineer and bear his seal.

17-2.31 Without the approval of the commissioner, no installation, erection, construction, reconstruction, alteration of, or addition to, any fuel-burning, combustion or process equipment or device, or major repair to any high pressure boiler furnace for which an installation permit has been issued, shall be made which is not in accordance with the plans, specifications, and other pertinent information upon which such permit was issued.

17-2.32 Any application pursuant to section 17-2.28 shall be approved or rejected within ten days after it is filed in the office of the commissioner. Upon the inspection and approval of said plans and specifications by the commissioner and upon the payment of the fees hereinafter provided, and if such plans and specifications shall show that adequate provisions to insure compliance with the provisions of this chapter have been made, a permit for the installation, erection, construction, reconstruction, alteration of, or addition to, such fuel-burning, combustion or process equipment or device, or repair of high pressure boiler furnace, shall be issued. The issuance of an installation permit for any fuel-burning equipment or device may be conditioned upon the agreement of owner or operator or both to operate such equipment or device only with fuels of a specified volatile content or in such specified manner as may be appropriate to insure that such equipment or device can be operated in a manner which will not result in emission of smoke, particulate or other matter in excess of the maximum limitations established by or under this chapter. As soon as the commissioner has issued the permit as above provided, it shall be the duty of the various departments of the city having charge of the inspection of the premises wherein such equipment or process is located to cooperate with the commissioner to see that the execution of the work so authorized by said permit shall be done in conformity with the approved plans and specifications, and the code of recommended practices.

17-2.33 The requirement of filing plans and specifications involving the installation, erection, construction, reconstruction, alteration of, or addition to, any fuel-burning combustion or process equipment or device, or the building of pilot plants or processes, or repair to any high pressure boiler furnace, to be used in or to become a part of a secret process is hereby suspended, upon the filing with the department, in lieu of the filing of plans and specifications, of an affidavit of a responsible person to the effect that such equipment or process is to be so used. Such person may also be required to furnish bond or other proof of financial responsibility in accordance with section 17-2.34. The suspension of the filing of such plans and specifications shall in no way relieve the person or persons responsible for the secret process from complying with all other provisions of this chapter.

17-2.34 If the proposed plans and specifications submitted pursuant to section 17-2.28 are not sufficiently complete, in the judgment of the commissioner, to show that the equipment or device for which such plans and specifications were submitted can consistently comply with and can be operated within the provisions of this chapter, either because the design or process is unconventional or untried, or because the person has elected to omit confidential details, or because there are insufficient data on which to estimate the air pollution potential, the commissioner is authorized to require as a condition precedent to the issuance of an installation permit or certificate of operation proof of financial responsibility and of ability to make any changes that may be required after construction to insure compliance with the provisions of this chapter. Such proof, in the discretion of the commissioner, may be a written statement to such effect, signed by the owner or a responsible officer of a financially sound organization, or a written guarantee of performance signed by a responsible supplier or contractor or other responsible person. The responsibility of any such person or soundness of any such organization shall be a matter within the judgment of the commissioner, subject to the right of appeal.

In the event that he is not given adequate proof of financial responsibility and of ability to make any changes that may be required, the commissioner may require any such person, as owner, lessee, operator, supplier, contractor, vendor, or other person, to file with the commissioner a surety bond running to the Cty of Chicago in the sum of not to exceed fifty thousand dollars, executed by such person or persons, as principal, and two or more sureties, or a surety company authorized to do business in this state, said bond to be approved as to form and amount in accordance with the provisions of section 7-4 of this code, assuring compliance with the conditions of the permit and any agreement or guarantee and ability to make changes necessary for compliance with the provisions of this chapter.

17-2.35 Upon completion of any work for which an installation permit was issued, the department shall be notified by the person or persons responsible therefor, and, if upon inspection it is found that such work is in conformity with the plans and specifications, and is found to operate within the provisions of Sections 17-2.3, 17-2.4 and 17-2.6, the commissioner shall issue a certificate of operation forthwith.

17-2.36 If an installation permit for which an application is required by section 17-2.28 is not procured prior to the start of any work for which such a permit is required or if any work for which an installation permit has been issued fails to comply with the plans and specifications filed in connection therewith or with the terms of such permit, the commissioner shall have authority to stop all work and seal the installation or equipment and further work or operation shall not proceed until the commissioner has issued an installation permit and has been assured that the work will proceed in accordance with the installation permit. Persons responsible for such equipment may also be required to furnish bond or other proof of responsibility in accordance with section 17-2.34.

17-2.37 Any person who has started or completed the installation, erection, construction, reconstruction, alteration of, or addition to, any fuel-burning, combustion or process equipment or device, or any equipment pertaining thereto, or any stack or chimney connected therewith, or has started or completed, or caused to be started or completed, the major repair of any high pressure boiler furnace or the brickwork on or about the same without first having obtained a permit for such work from the commissioner pursuant to section 17-2.32, shall be subject to the fines and penalties herein provided.

17-2.38 If the installation, erection, construction, reconstruction, alteration, addition, or repair is not completed within one year of the date of issuance of the installation permit, or any extended period allowed by the commissioner, the permit shall become void and all fees paid shall be forfeited.

17-2.39 It shall be the duty of any person responsible for any discontinued or dismantled fuel-burning, combustion or process equipment or device coming under the jurisdiction of the permits or fees provisions of this chapter to report to the department within thirty days the permanent discontinuance or dismantlement of such equipment or device.

17-2.40 An annual inspection shall be made by the department of all fuel-burning, combustion or process equipment or devices, coming under the provisions of this chapter, whether or not a certificate of operation or allowable fuel certificate allowing use of such equipment or process has been previously issued by the commissioner, to see that such equipment or process can be so managed and operated that no smoke, particulate, or other matter shall be emitted therefrom in violation of any emission limitation or other requirement provided under this chapter; provided, however, that no annual inspection shall be required of locomotives, ships, boats, tugs, internal combustion engines, domestic heating plants, or domestic refuse-burning equipment; and provided, also, that where any fuel-burning, combustion or process equipment or device has been installed, erected, constructed, reconstructed, altered, added to, or repaired pursuant to a permit issued under section 17-2.32, has been inspected in accordance with the requirements of section 17-2.35 hereof, and has been in operation less than six months, an annual inspection will not be required until six months from the date such equipment was first put under fire after the completion of such work.

The fees for each annual inspection, as hereinafter provided, shall include the issuance of a certificate of operation.

Each annual certificate of operation shall be effective from the date thereof for a period of one year or until the next annual inspection.

17-2.41 Upon a finding that any fuel-burning, combustion or process equipment or device inspected, on any original, annual or subsequent inspection, has been found to comply with the provisions of this chapter, and after payment of the prescribed fee, the commissioner shall issue a certificate of operation which shall be posted in a conspicuous place at or near the equipment or process. Any certificate of operation may contain such information and certifications as are contained in allowable fuel certificates pursuant to section 17-2.22.

17-2.42 It shall be unlawful for any person or his agent to use or operate any fuel-burning, combustion or process equipment or device which is subject to annual inspection, as hereinabove set forth, without having an effective certificate of operation therefor.

17-2.43 The commissioner shall have the same power and jurisdiction over all fuel-burning, combustion or process equipment or devices owned or operated by any branch of the federal, state or local governments and any municipal corporation as over all other fuel-burning, combustion or process equipment or devices subject to the terms of this chapter; and all such branches and corporations shall be subject to the requirements of this chapter.

It shall be the duty of the commissioner to inspect at least once in each year all of such installations, and also to preserve a record of the condition with respect to the requirements of this chapter of such installations as shown by such inspection. No fee shall be charged or paid to the department or to any of its employees for any original, annual or subsequent inspection of any such installation or for the certificate of operation therefor issued by the department.

17-2.44 Fees for the inspection of plans and issuing installation permits for the installation, erection, construction, reconstruction, alteration of, or addition to, fuel-burning, combustion or process equipment or devices, and installation of apparatus or devices for the prevention or arresting of the discharge smoke, particulate, liquid, gaseous, or other matter shall be as follows:

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| Filing fee for the evaluation of plans of fuel-burning and refuse-burning equipment | $ 5.00 |
| Filing fee for the evaluation of plans of process equipment or control devices | |
| 1 to 10 Unit Processes and Unit Operations | 5.00 |
| 11 to 100 Unit Processes and Unit Operations | 10.00 |
| 101 and Over Unit Processes and Unit Operations | 15.00 |

Permits for the installation, erection, construction, reconstruction, alteration of, or addition to any fuel-burning, combustion or process equipment or device, dust loading device or chimney.

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| Fuel-burning equipment used for space heating, steam and hot water generation for each unit: | |
| Of a capacity of less than 288,000 Btu/Hr. | $10.00 |
| Of a capacity of 288,000 Btu/Hr and less than 960,000 Btu/Hr | 15.00 |
| Of a capacity of 960,000 Btu/Hr and less than 2,880,000 Btu/Hr | 20.00 |
| Of a capacity of 2,880,000 Btu/Hr or more | 30.00 |
| Refuse-burning equipment, for each unit: | |
| With less than five square feet of grate area | $ 5.00 |
| With five square feet and less than ten square feet | 10.00 |
| With ten square feet and less than fifteen square feet of grate area | 15.00 |
| With fifteen square feet and less than twenty square feet of grate area | 20.00 |
| With twenty or more square feet of grate area | 25.00 |
| Per one unit operation of one unit process creating atmospheric pollution or any device controlling atmospheric pollution | $10.00 |

17-2.45 Fees shall be as follows for the examination or inspection of any new or reconstructed fuel-burning, combustion or process equipment or device, after its erection or reconstruction, and before its operation and maintenance:

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| Fuel-burning equipment used for space heating, steam and hot water generation for each unit: | |
| Of a capacity of less than 288,000 Btu/Hr. | $10.00 |
| Of a capacity of 288,000 Btu/Hr and less than 960,000 Btu/Hr | 20.00 |
| Of a capacity of 960,000 Btu/Hr and less than 2,880,000 Btu/Hr | 30.00 |
| Of a capacity of 2,880,000 Btu/Hr or more | 40.00 |
| Refuse-burning equipment, for each unit: | |
| With less than five square feet of grate area | $10.00 |
| With five square feet and less than ten square feet | 20.00 |
| With ten square feet and less than fifteen square feet of grate area | 30.00 |
| With fifteen square feet and less than twenty square feet of grate area | 40.00 |
| With twenty or more square feet of grate area | 50.00 |
| Per one unit operation or one unit process creating atmospheric pollution or any device controlling atmospheric pollution | $10.00 |

17-2.46 Fees shall be as follows for the annual inspection of fuel-burning, combustion or process equipment or devices: Fuel-burning equipment used for space heating, steam and hot water generation for each unit:

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| Of a capacity of 288,000 Btu/Hr and less than 2,400,000 Btu/Hr | $10.00 |
| Of a capacity of 2,400,000 Btu/Hr and less than 6,000,000 Btu/Hr | 15.00 |
| Of a capacity of 6,000,000 Btu/Hr or more | 20.00 |
| Refuse-burning equipment, for each unit: | |
| With less than seven square feet of grate area | $ 5.00 |
| With seven square feet and less than twenty square feet | 10.00 |
| With twenty square feet and less than fifty square feet grate area | 12.00 |
| With fifty square feet or more of grate area | 15.00 |
| Per one unit operation or one unit process creating atmospheric pollution or any device controlling atmospheric pollution | 5.00 |

The fee for annual inspection shall include the issuing of a certificate of operation.

17-2.47 All fees or penalties prescribed for the issuance of permits, licenses or certificates, or for the inspection of plans, premises or equipment, under any provision of this chapter, shall be paid to the commissioner, who shall render to the person making such payment a receipt stating the amount and purpose for which such fee or penalty has been paid, a duplicate of which shall be made part of the records of the department. All fees and penalties thus received shall be deposited with the city collector for the corporate fund.

17-2.48 All fees or penalties prescribed for the payment of which is required under any provision of this chapter, shall constitute a debt due the city. The corporation counsel shall, at the request of the commissioner, institute civil suit in the name of the city to recover the amount of any such unpaid fee or penalty. No civil judgment, or any act by the corporation counsel, the commissioner, or the violator, shall bar or prevent a criminal prosecution for each and every violation of this chapter.

17-2.49 In the event the installation of the fuel-burning, combustion or process equipment or device is not completed or that the commissioner or any other authorized officer of any department of the city refuses issuance of a permit for the erection or construction of any building or structure in which such equipment, process or device was to be located, the fee which has been paid for the permit or the certificate of operation may be refunded upon proper presentation of the facts; provided, however, that no refund shall be made after a period of one year from the payment of the fee.

17-2.50 The Commissioner shall remit all inspection or examination fees charged against any charitable, religious or educational institution when the furnace or other combustion equipment, device or apparatus inspected is located in or upon premises used and occupied exclusively by such institution; provided, however, that such charitable, religious or educational institution is not carried on for, or connected with any institution conducted for private gain or profit. The commissioner may require every application for the remission of such fees to be verified by affidavit of one or more taxpayers of the city.

17-2.51 In the event of unavoidable failure or breakdown of any fuel-burning, combustion or process equipment or device or other circumstances beyond the control of any person owning or operating such equipment, including necessary shutdowns of smoke abatement or dust collection equipment for purposes of maintenance or repair, which tends to produce unlawful emission of smoke, particulate, or other matter, the owner or managing agent of such equipment or process shall immediately notify the department of such failure, breakdown or other circumstance together with all pertinent facts relating thereto and a statement of the date upon which the condition will be rectified, and shall also report to it when such defect has been removed. Immunity from prosecution under such circumstances shall be at the discretion of the commissioner.

17-2.52 The commissioner is hereby authorized to conduct or cause to be conducted, any test or tests as may be necessary to determine the extent of emission of particulate matter from any fuel burning, combustion or process equipment or devise, if and when, in his judgment, there is evidence that any such equipment, process or device is exceeding any emission limitation prescribed by or under this chapter. The result of any test shall be made available to the person responsible for such property tested. Tests shall be made and the results calculated in accordance, where applicable, with American Society of Mechanical Engineers "Power Test Codes, Test code for determining dust concentration in a gas stream PTC-27-1957" procedure as revised from time to time or in accordance with modified procedures mutually agreed upon between the commissioner and the person. All tests and calculations shall be made under the direction of a competent engineer. Any test or tests to be conducted on the premises where such equipment or device is located shall be made during reasonable hours, after written notice to, and with the cooperation of, the owner or operator. The cost of any test or tests and calculations shall be a debt due the city from any person responsible as owner, operator or otherwise of such fuel-burning, combustion or process equipment or device in all cases when such test or tests shall have proven any emission of particulate matter in violation of any provision of this chapter, and such unpaid debt shall be recoverable in any court of competent jurisdiction. If any such emission is shown by such test or tests to be within the limits of emission prescribed in this chapter, the cost of such test or tests shall be charged to the annual appropriation of the department.

17-2.53 In the event any person is compelled to, or deems it advisable to, install any new equipment, process or device, appliance, means or methods, including needed control equipment, in order to comply with any provision of this chapter and exemption from the operation of this chapter is reasonably necessary in order to allow sufficient time for such installation, such exemption may be granted by the commissioner on good cause shown. Upon complaint in writing by any such person, setting forth that it is impossible in the operation of any plant, fuel-burning, combustion or process equipment or device, or apparatus, to operate the same in complete compliance with the requirements of this chapter, and stating evidence satisfactory to the commissioner that such person has taken, or will take, all steps necessary to provide for future compliance with the provisions of this chapter, and giving assurance to the commissioner that the acquisition and installation of the proper equipment, process, device, or appliance, or control equipment, will be effected within a reasonable period of time, stating specifically the nature and extent thereof, and upon the finding by the commissioner on investigation by him of the facts, that said complaint is well grounded, the commissioner is authorized to permit the operation of such plant, fuel-burning, combustion or process equipment or device, or apparatus, for a reasonable period of time within which period the necessary equipment, process, device, appliance, means or methods, or control equipment, is to be acquired and installed; provided, however, that the commissioner is empowered to grant further reasonable extensions of time upon proof of extenuating circumstances, and that an order of the commissioner denying a complaint for a period of grace or an extension of time shall be subject to review by the appeal board, as hereinabove provided. During any such granted period, such persons shall not be subject to the fines and penalties hereinafter provided for the noncompliance sought to be remedied; if, however, such person wilfully fails in the time allowed to conform with applicable provision or provisions of this chapter, or to comply with his assurance and agreement, he shall be subject to all applicable fines and penalties herein provided dating from the date of the beginning of the said period or periods.

It shall be the duty of such person to notify the commissioner immediately of the completion of such installation.

17-2.54 For the purpose of aiding the commissioner in establishing a code of recommended practices and in reaching technically correct decisions on all matters pertaining to the enforcement of the provisions of this chapter, a technical advisory board, to be appointed by the mayor, by and with the consent of the city council, is hereby established. The advisory board shall consist of seven members, one of whom shall be designated by the mayor as chairman and four of whom shall constitute a quorum. They shall be appointed for a term of four years, or until their respective successors are appointed and qualified, except that of the initially appointed board, two members shall serve for one year, two members for two years, two members for three years, and one member for four years. Six members shall be scientists, or registered professional engineers acquainted with at least one phase of air pollution and its control as well as with industrial processes and equipment, whose experience and training qualify them to give competent technical advice to the commissioner. They shall not be interested in the sale to the public of any fuel-burning, combustion or process equipment or device, water pollution control device or noise abatement device. Members appointed to fill vacancies shall have the same general qualifications required for their predecessors.

It shall be the duty of the advisory board to work with the commissioner in the promulgation and adoption of the code of recommended practices. It shall be the further duty of the advisory board to advise the commissioner and the appeal board with respect to the technical points concerned with the enforcement of the provisions of this chapter; but neither the commissioner nor the appeal board shall be required to act on the advice of the advisory board if, in their respective opinions, there is good and sufficient reason to believe that such advice will not serve the best interests of the public.

Meetings of the advisory board shall be held at such times as deemed necessary by the chairman or by the commissioner. The compensation of each member shall be as set forth in the annual appropriation ordinance.

17-2.55 An appeal board, to be appointed by the mayor, by and with the consent of the city council, is hereby established. The appeal board shall consist of seven members, one of whom shall be designated by the mayor as chairman, and four of whom shall constitute a quorum. They shall be appointed and qualified, except that of the initially appointed appeal board, two members shall serve for one year, two members for two years, two members for three years, and one member for four years. They shall be residents of the City of Chicago.

One member shall have had at least five years' business or administrative experience in the ownership or operation of industrial or commercial enterprises; one member shall be a registered physician who has had at least five years medical practice in one or more of the fields of public health, industrial hygiene or epidemiology; one member shall be at the time of his appointment, and for at least five years prior thereto, actively engaged as a chief operating engineer of a plant containing high pressure boilers, and who is also a licensed engineer; one member shall be at the time of his appointment, and for five years prior thereto, actively engaged as a registered professional engineer in the solid fuel industry or in the construction, design, or operation of fuel-burning, combustion or process equipment; one member shall be at the time of his appointment, and for five years thereto, licensed to practice law in the State of Illinois; two members shall be appointed at large. Members appointed to fill vacancies shall have the same general qualifications required for their predecessors.

Meetings of the appeal board shall be held at the call of the chairman, and at such other times as the appeal board may determine. The appeal board shall have the power to adopt and enforce such rules and regulations as it may deem necessary to carry into effect the appeal powers herein provided and in connection therewith may call upon the advisory board for technical assistance and advice. All hearings conducted by the appeal board shall be open to the public. Any person may appear and testify at a hearing, either in person or by duly authorized representative or attorney.

The appeal board shall keep minutes of its proceedings showing the vote of each member upon each question, or if he is absent or failing to vote, indicating such fact, and shall also keep records of its hearings and other official actions. Every rule and regulation, every amendment or repeal thereof, and every order, requirement, decision, or determination of the appeal board shall be filed immediately in the office of the department and shall be a public record.

A majority of the appeal board is hereby vested with the following jurisdiction and authority:

(1) To decide appeals from any decision, ruling, regulation, determination or order made by the commissioner under this chapter, or failure to act upon request within a reasonable period of the commissioner, in the manner and subject to the standards set out in section 17-2.4 hereof;

(2) To pass upon applications for extensions of time for compliance, or for exemptions or variances in the manner and subject to the standards set out in section 17-2.4 hereof;

(3) To decide all matters referred to it or upon which it is required to pass under this chapter.

17-2.56 (1) The appeal board is given further authority for the granting of individual variances for any fuel-burning, combustion or process equipment or device, beyond the limitations prescribed in sections 17-2.3 and 17-2.4 or any other section of this chapter, except as provided in subsection (3) hereof, whenever it is found, upon the presentation of adequate proof, that because of conditions beyond control compliance with any provision of this chapter or other ordinance relating to atmospheric pollution, or with the code of recommended practices, or any rule, regulation, requirement or order of the commissioner or of the appeal board, or the failure of the commissioner to act on any complaint, will result in an arbitrary and unreasonable taking of property or in the practical closing and elimination of any lawful business, occupation or activity, in either case without a sufficient corresponding benefit or advantage to the people in the reduction of atmospheric pollution; in such case there shall be prescribed other and different requirements not more onerous applicable to plants or equipment involved.

(2) In determining under what conditions and to what extent a variance from any of said requirements is necessary and will be permitted, the appeal board shall exercise a wide discretion in weighing the equities involved and the advantages and disadvantages to the public health, safety and welfare and to any lawful business, occupation or activity involved, resulting from requiring compliance with any such requirement or resulting from granting a variance.

(3) The appeal board is further given authority to grant an individual variation for fuel burning equipment from the provisions of Section 17-2.5(3)(a) hereof under the following conditions:

(a) Said variation shall be limited so that such equipment may be permitted to burn fuel containing percentages of sulfur by weight in excess of the limitations prescribed by said Section 17-2.5(3)(a) hereof whenever an applicant shall establish before the board that it can and will pursue a bona fide program restricting the quantity of fuel burned in said equipment in the aggregate owned or operated in the City of Chicago by said applicant with the effect that:

(1) Such equipment in the aggregate will not emit sulfur compounds in a percentage greater than eighty-three per cent (83%) by weight of the aggregate amounts of sulfur compounds emitted in the year 1967 by said equipment, for each of the two years from and after June 29, 1969.

(2) Such equipment in the aggregate will not emit sulfur compounds in a percentage greater than sixty-six percent (66%) by weight of the aggregate amounts of sulfur compounds emitted in the year 1967 by said equipment, for a period of one year from and after June 29, 1971.

(3) Such equipment in the aggregate will not emit sulfur compounds in a percentage greater than fifty-eight per cent (58%) by weight of the aggregate amounts of sulfur compounds emitted in the year 1967 by said equipment, for a period of one year from and after June 29, 1973.

(4) Such equipment in the aggregate will not emit sulfur compounds in a percentage greater than fifty percent (50%) by weight of the aggregate amounts of sulfur compounds emitted in the year 1967 by said equipment, for each year thereafter.

(b) The variance shall not permit the applicant, in meeting the percentages set forth in (1), (2), (3) and (4) of this subsection to operate his equipment in any calendar month so that the sulphur compound emissions for that month materially exceed such percentages of such emissions in the corresponding calendar month of 1967.

The compensation of each member of the appeal board shall be as set forth in the annual appropriation ordinance.

17-2.57 Any person taking exception to and affected by any final decision, ruling, requirement, rule, regulation or order, or failure to act upon request within a reasonable period of the commissioner, may take an appear to the appeal board as established by this chapter. Such appeal shall be taken within thirty days after receiving notice of such decision, ruling, requirement, rule, regulation or order, or failure to act upon request within a reasonable period, by filing with the commissioner a notice of appeal directed to the appeal board, specifying the grounds thereof and the relief prayed for. The commissioner shall forthwith furnish to the appeal board all the papers relating to the case. Beginning with the date of filing of the appeal, the appeal board, not less than five days nor more than ten days thereafter, shall set a date for the hearing, which shall be held within the following twenty-one days, and shall give written notice thereof by mail to the interested parties. The appeal board may in its discretion grant continuances. Such an appeal shall act as a stay of the decision, ruling, requirement, rule, regulation or order in question until the appeal board has taken final action on the appeal. At the hearing any party may appear in person or by agent or attorney, and present evidence, both written and oral, pertinent to the questions and issues involved, and may examine and cross-examine witnesses. The appeal board, no later than ninety days after the filing date, shall affirm, modify or reverse the decision, ruling, requirement, rule, regulation or order of the commissioner or order him to act. The decision of the appeal board shall be binding on the commissioner.

The provisions of the "Administrative Review Act", approved May 8, 1945, and all amendments and modifications thereof, and the rules adopted pursuant thereto, shall apply and govern all proceedings for the judicial review of final administrative decisions hereunder.

The appeal board at its expense shall provide a stenographer to take the testimony and preserve a record of all proceedings under this chapter. The notice of appeal, the notice of hearing, all other documents in the nature of pleadings and written motions filed in the proceedings, the transcript of testimony and the findings of fact and decisions shall be the record of the proceedings. The appeal board shall furnish a transcript of such record to any person interested as a party to such hearing upon the payment thereof of seventy-five cents per page for each original transcript, and twenty-five cents per page for each carbon copy thereof. However, the charges of any part of such transcript ordered or paid for previous to the writing of the original record shall be twenty-five cents per page.

The appeal board shall not be required to certify any record or file any answer or otherwise appear in any proceeding for judicial review unless the party filing the appeal deposits the sum of ninety-five cents per page representing costs of certification. Failure on the part of the appellant to make such deposits shall be grounds for dismissal of the action. Upon judicial review the secretary of the appeal board shall certify the record.

17-2.58 After any person has been previously notified of three or more violations of this chapter within any consecutive twelve-month period in respect to the emission of smoke, particulate or other matter by the same piece of equipment in excess of the emission limitations herein provided or in respect to violations of other requirements provided in this chapter, such person shall be notified in writing to show cause before the commissioner on a day certain, not less than twenty days from date of service of such notice, why the equipment or process causing such violations should not be sealed. This last notice herein provided for may be given by mail, directed to the last known address of the person to be notified, or if such person or his whereabouts is unknown, then by posting a notice on or near the premises at which the violations shall have occurred. Upon the date specified in the notice such person may appear at such hearing in person or by representative, with or without counsel. If such person fails to appear at such hearing or if upon such hearing the commissioner shall find and determine that the violations are due to defective equipment or equipment which is incapable of being operated within the maximum emission limitations established by or under this chapter, or that corrective measures previously ordered by the commissioner have not been employed to eliminate the causes producing the violations, he may enter an order revoking any certificate or permit outstanding for such equipment or process and directing that the same be sealed by an inspector or other authorized agent of the commissioner.

17-2.59 Upon notice and hearing, if notice and hearing has not previously been provided, the commissioner may order that the use of any fuel-burning, combustion or process equipment or device shall be discontinued and may seal such equipment or process.

(1) As provided in sections 17-2.36 and 17-2.55 of this chapter;

(2) When a certificate of operation is refused in the case of any original, annual or subsequent inspection, because the person required to procure such certificate has not complied with the provisions of this chapter;

(3) In the case of movable equipment, or portable boilers, or vehicles, when immediate correction of a condition causing a violation of this chapter is not made by the operator of such equipment, portable boiler or vehicle when ordered to do so by the commissioner or his authorized representative.

17-2.60 Whenever, in connection with the enforcement of this chapter, any fuel-burning, combustion or process equipment or device, or any plant, building, structure, premises, portable boiler or vehicle, has been sealed at the direction of the commissioner, the seal shall not be broken or removed except on written order of the commissioner. The breaking or removal of this seal without such order shall be a violation of this chapter, and each day such seal remains broken or removed shall constitute a separate offense.

17-2.61 The commissioner, or anyone authorized to act for him, in the performance of his duties and for the purpose of enforcing and administering this chapter or any order, regulation or rule promugated pursuant thereto, or for the purpose of obtaining facts with respect to any complaint or non-compliance, is hereby authorized and empowered to enter into any building, structure, establishment, premises or enclosure or other place at all reasonable hours for the purpose of inspecting any fuel-burning, combustion or process equipment or device situated therein; or to stop, detain and inspect any portable boiler or vehicle; and shall collect and preserve any and all evidence pertaining to any alleged violation of any provision of this chapter. If any person in any way denies, obstructs or hampers such entrance or inspection, the commissioner is hereby authorized to refuse the issuance of any certificate or permit for any fuel-burning, combustion or process equipment or device with respect to which entrance or inspection has been denied in the event one has not been issued, or to revoke any outstanding certificate or permit issued for such equipment or device.

17-2.62 Any person found guilty of violation, disobeying, omitting, neglecting, or refusing to comply with, or resisting or opposing the enforcement of, any of the provisions of this chapter, except when otherwise specifically provided, upon conviction thereof shall be punished by a fine of not less than ten dollars nor more than two hundred dollars for the first offense, and not less than fifty dollars nor more than two hundred dollars for the second and each subsequent offense, in any ninety day period. A separate and distinct offense shall be regarded as committed each day on which such person shall continue or permit any such violation, or failure to comply is permitted to exist after notification thereof. In addition to such fines and penalties, the permit, or certificate or operation of such person, or of the offending property, may be suspended or revoked, as hereinbefore provided.

17-2.63 All persons causing, participating in, or permitting any violation of any provision of this chapter shall be severally or jointly liable therefor and as such subject to the fines and penalties provided by this chapter.

17-2.64 Prosecutions under this chapter shall be instituted by the commissioner and shall be prosecuted in the name of the city.

The issuance and delivery by the commissioner of any permit, certificate for installation, erection, construction, reconstruction, repair, alteration, or addition thereto, of any fuel-burning, combustion or process equipment or device, or any appurtenance thereto, or certificate for use or operation of any such property, or permit to maintain an open fire, or permit to operate any portable boiler or vehicle, shall not be held to exempt any person to whom any such permit or certificate has been issued or delivered, or who is in possession of any such permit or certificate, from prosecution on account of the emission of smoke, particulate or other matter in violation of this chapter, caused or permitted by any such person or persons, or any other violation of the provisions of this chapter by such person or persons.

17-2.65 If any provision, clause, sentence, paragraph, section, or part of this chapter, or application thereof to any person, firm, corporation or circumstance, shall, for any reason, be adjudged by a court of competent jurisdiction to be unconstitutional or invalid, said judgment shall not affect, impair or invalidate the remainder of this chapter and the application of such provision to other persons, firms, corporations or circumstances, but shall be confined in its operation to the provision, clause, sentence, paragraph, section, or part thereof directly involved in the controversy in which such judgment shall have been rendered and to the person, firm, corporation or circumstance involved. It is hereby declared to be the legislative intent of the city council that this chapter would have been adopted had such invalid provision or provisions not been included.

17-2.66 Any prosecution arising from a violation of any ordinance or part of ordinance repealed herein or hereby, whether expressly or by implication, which prosecution may be pending at the time this chapter becomes effective, or any prosecution which may be started within one year after the effective date of this chapter, in consequence of any violation of any ordinance or part of ordinance so repealed, which violation was committed previous to the effective date of this chapter, shall be tried and determined exactly as if such ordinance or part thereof had not been repealed.

17-2.67 This article shall not be considered or construed as in any way repealing, modifying or nullifying any other ordinance of the city or the provisions of this code or any rules and regulations thereunder, except those ordinances or provisions expressly repealed hereby. This article shall be deemed to be concurrent with and supplemental to any ordinances of the city or any provisions of this code.

## Article III

## INDUSTRIAL WASTE CONTROL

17-3.1 Unless otherwise specifically indicated, the meaning of the terms used in this Article shall be as follows:

(a) "Commissioner" shall mean the Commissioner of Environmental Control of the City of Chicago.

(b) "Combined sewer" shall mean a sewer receiving both surface runoff and sewage.

(c) "Garbage" shall mean solid wastes from the preparation, cooking and dispensing of food, and from the handling, storage or sale of meat, fish, fowl, fruit, or vegetables and condemned food.

(d) "Ground or comminuted garbage" shall mean wastes from the preparation, cooking and dispensing of foods that has been comminuted to such a degree that all particles will be carried freely in suspension under conditions normally prevailing in public sewers, with no particle greater than one-half inch in any dimension.

(e) "Industrial wastes" shall mean the solids, liquid or gaseous wastes resulting from any industrial, manufacturing, trade or business process or from the development, recovery or processing of natural resources.

(f) The term "Other Wastes" shall mean decayed wood, sawdust, shavings, bark, lime, refuse, ashes, garbage, offal, oil, tar, chemicals and all other substances except sewage and industrial wastes.

(g) "Intercepting sewer" shall mean any sewer built, acquired, or maintained by The Metropolitan Sanitary District of Greater Chicago for the purpose of receiving sewage or combined sewage and storm flow from one or more local sewers.

(h) "The Metropolitan Sanitary District of Greater Chicago" shall mean the municipal corporation organized and existing under the laws of the State of Illinois enacted by the Illinois State Legislature July 1, 1889, entitled "An Act to Create Sanitary Districts and to Remove Obstructions in the Des Plaines and Illinois Rivers", as amended, and shall hereafter be referred to as the Sanitary District.

(i) "Natural outlet" shall mean any outlet into a water-course, pond, ditch, lake, or other body of surface water.

(j) "Person" shall be as defined in Section 17-2.1 of this chapter.

(k) "Pollution" shall mean the discharge of deposit in or upon such waters of sewage, industrial wastes, or other wastes containing soluble or insoluble solids of organic or inorganic nature which may deplete the dissolved oxygen content of such waters, contribute settleable solids that may form sludge deposits, contain oil, grease, or floating solids which may cause unsightly appearance on the surface of such waters, or contains soluble materials detrimental to aquatic life, all beyond the content of such like substances present in an equal volume of the effluent discharge from the sewage treatment works of the Sanitary District into similar receiving waters.

(l) "Sewage" shall mean a combination of water carried wastes from residences, business buildings, institutional, and industrial establishments, together with such ground, surface and storm waters as may be present.

(m) "Sewage Treatment Works" shall mean the arrangement of devices and structures for treating sewage and industrial wastes.

(n) "Sewage Works" shall mean all facilities for collecting, pumping, treating and disposing of sewage and industrial wastes.

(o) "Sewer" shall mean a pipe or conduit for carrying sewage or other waste liquids.

(p) "Sewage System" shall mean the network of sewers and appurtenances for collection, transportation, and pumping of sewage and industrial wastes.

(q) "Storm sewer" shall mean a pipe or conduit which carries storm, surface water and drainage but excludes sewage and industrial wastes. It may, however, carry cooling waters and unpolluted waters.

(r) The term "toxic substances" shall mean any substance whether gaseous, liquid or solid which when discharged into the sewer system in sufficient quantities will interfere with any sewage treatment process, or will constitute a hazard to human beings or animals, or will inhibit aquatic life or create a hazard to recreation in the receiving waters of the effluent from the sewage treatment works of The Metropolitan Sanitary District of Greater Chicago.

(s) The term "Waters" shall mean all waters of any river, stream, water course, pond, or lake wholly or partly within the territorial boundaries of the City of Chicago.

(t) "Water-course" shall mean any channel, natural or artificial, whether lined or unlined, for drainage of storm water, ground water or clear water.

17-3.2 It shall be unlawful for any person to install any drain outlet or other facility for the discharge, into any of the waters or water courses within or adjoining the City of Chicago, or any industrial wastes or other wastes that will cause the pollution of such waters or water courses, without having obtained a written permit from the Commissioner; and no changes, additions or extensions to any such existing drain outlet or other facility for such discharge, shall be made without having obtained a written permit for the same from the Commissioner.

17-3.3 Whenever an industrial plant or other establishment discharges or proposes to discharge industrial wastes into any waters, sewer, drain, water course or natural outlet in the City of Chicago and it becomes necessary either to:

(a) Reduce or modify the objectionable characteristics or constituents of such industrial wastes to meet the limits or requirements provided for in Section 17.3.4 hereof, and to prevent pollution; or to

(b) Control the quantities and rates of discharge of such industrial wastes over a twenty-four (24) hour day and a seven (7) day week to prevent surge discharges which may place an unreasonable burden upon the sewage works of The Metropolitan Sanitary District of Greater Chicago;

the Commissioner shall require the owner, operator or tenant of such industrial plant, or other establishment, to provide adequate preliminary treatment or handling facilities to accomplish such a result. Before any permit for the construction of preliminary treatment or handling facilities shall be issued, plans, specifications and other pertinent data or information relating to such proposed treatment or handling facilities shall be submitted by the industry for the approval of the Commissioner. No permit shall be issued and no construction of such facilities shall be commenced without the prior written approval of the Commissioner; and no substantial alteration or addition to or in the sewer or drain or in the preliminary treatment or handling facilities shall be made without the prior written approval of the Commissioner.

17-3.4 Except as otherwise provided herein, no person shall discharge or cause to be discharged any of the following described wastes or waters into any sewer, water course, natural outlet or waters within or partially within or adjoining the boundaries of the City of Chicago:

(a) Water or wastes containing more than 100 parts per million (833 pounds per million gallons) of fats, oils or greases if such water or wastes are in the opinion of the Commissioner, sufficient (1) to interfere with the biological processes of a sewage treatment plant; (2) interfere with proper operation of the sewage works; (3) cause obstruction to flow in sewers; (4) cause pollution as herein defined.

(b) Liquids, solids, or gases which by reason of their nature or quantity are sufficient to cause fire or explosion or be injurious in any way to the sewage works structures or to the operation of the sewage works.

(c) Noxious or malodorous liquids, gases or substances which whether singly or by interaction with other wastes are sufficient to create a public nuisance or hazard to life or are sufficient to prevent entry into the sewers for their maintenance and repair.

(d) Water or wastes having a pH lower than 4.5 or higher than 10.0 or having corrosive properties sufficient to cause damage or hazards to structures, equipment, or personnel of the sewage works or of interfering with the proper operation of the sewerage system or sewage treatment works.

(e) Water or wastes containing toxic substances in quantities which are sufficient to interfere with the biological processes of the sewage treatment works.

(f) Garbage that has not been ground or comminuted to such a degree that all particles will be carried freely in suspension under conditions normally prevailing in public sewers, with no particle greater than one-half inch in any dimension.

(g) Radio-active wastes unless they comply with the Atomic Energy Commission Act of 1954 (68 Stat. 919 as amended and Part 20, Sub-Part D-Waste Disposal, Section 20.303, of the Regulations issued by the Atomic Energy Commission), or amendments thereto.

(h) Solid or viscous wastes which cause obstruction to the flow in sewers or other interference with the proper operation of the sewerage system or sewage treatment works, such as grease, uncomminuted garbage, animal guts or tissues, paunch manure, bone, hair, hides, fleshings, entrails, feathers, sand, cinders, ashes, spent lime, stone or marble dust, metal, glass, straw, shavings, grass clippings, rags, spent grain, waste paper, wood, plastic, gas tar, asphalt, residues, residues from refining or processing of fuels or lubricating oil, gasoline, naptha, and similar substances.

(i) Liquids or vapors having a temperature higher than 150° F. at the point of entrance into a public sewer.

17-3.5 Wherever possible clean waters from air conditioning, cooling or condensing systems or from swimming pools or clean waters resulting from pre-treatment of industrial wastes shall be discharged into a storm sewer, combined sewer or natural outlet approved by the Commissioner.

17-3.6 Any person discharging industrial wastes into a sewer shall construct and maintain a suitable control manhole or manholes downstream from any such places of discharge to permit observation, measurement and sampling of such wastes by the Commissioner or by personnel of the Sanitary District as hereinafter provided. Where no manhole has been constructed or can be constructed, as in the case of some existing industries, the control manhole shall be considered to be the nearest downstream manhole in the public sewer to the point at which the building sewer is connected.

17-3.7 The Commissioner shall have the right to enter and set up, on the owner's property, such devices as may be necessary to conduct a gauging and sampling operation after first giving ten days advance notice of his intention so to do. While performing said gauging and sampling, the Commissioner or his representative and anyone performing said work in his behalf shall observe and comply with all Safety Rules applicable to the premises, established by the said owner or occupant.

The Commissioner is hereby authorized to make arrangements for the Sanitary District, without incurring any legal or financial obligation upon the City of Chicago, to undertake and conduct such gauging and sampling operations, in its behalf; and to provide the necessary devices and facilities as well as the personnel, and also to make the analyses of samples of such wastes, as hereinafter provided, in its own laboratories and other facilities or equipment; provided, that no such arrangements with the Sanitary District shall place any personnel of the Sanitary District under the control of the Commissioner or cause such personnel of the Sanitary District to be treated as employees of the City of Chicago for any purpose whatsoever.

17-3.8 All analyses to determine the strength and character of industrial wastes shall be made in accordance with the latest edition of "Standard Methods for the Examination of Water and Sewage" prepared and published jointly by the American Public Health Association, American Water Works Association, and the Water Pollution Control Federation. Strength, character and quantity of wastes shall be based on composite samples taken over a 24-hour or longer period from the flow from all plant outlets discharging into a single public sewer.

17-3.9 Application for permission to connect an industrial waste sewer into any sewer of the City of Chicago or to discharge into any waters, water course or channel within the City of Chicago shall be made on a standard form obtainable from the office of the Bureau of Sewers, Department of Water and Sewers of the City of Chicago.

17-3.10 Whenever the Commissioner shall determine that sewage or industrial wastes or other wastes are being discharged into any of the said waters, water courses, natural outlets or sewers of the City of Chicago, which in the opinion of said Commissioner pollutes said waters or water courses or interferes with the operation of the sewerage system of the City of Chicago or with the operation of the sewage treatment works, by the Sanitary District, to which the latter is connected, said Commissioner may order whomsoever causes such discharges to show cause before him why such discharge should not be discontinued. In such case a notice shall be served on the offending person directing him to appear before such Commissioner to show cause why an order should not be made directing the discontinuance of such discharge. Such notice shall specify the time and place of such hearing and shall be served personally or by registered mail at least ten (10) days before such hearing. Said Commissioner or his duly accredited representative may take evidence with reference to said offense at such hearing and upon its conclusion the Commissioner, if he finds a violation of this Article, may issue an order to such offending party directing that within a specified period of time thereafter such discharge be discontinued unless adequate treatment works shall have been installed or existing treatment works shall have been made adequate and shall be so operated as to eliminate such pollution.

17-3.11 Any permit authorized and issued under the provisions of this Article may, when necessary, in the opinion of the Commissioner, to prevent pollution of waters, water courses, or to prevent interference with the efficient operation of the sewage system of the City of Chicago or of the system and works of the Sanitary District for the collection and treatment of the sewage of the City of Chicago, be revoked or modified by the Commissioner, after investigation, notice and hearing as provided in the preceding Section 17-3.10 hereof.

17-3.12 An Appeal Board, to be appointed by the Mayor, by and with the consent of the City Council is hereby established. The Appeal Board shall consist of three members, one of whom shall be designated by the Mayor as Chairman, and two of whom shall constitute a quorum. They shall be appointed for a term of three years, or until their respective successors are appointed and qualified, except that of the initially appointed appeal board, one member shall serve for one year, one member for two years, and one member for three years.

One member shall have had at least five years business or admininstrative experience in the ownership or operation of industrial or commercial enterprises; one member shall at the time of his appointment and for at least five years prior thereto have been actively engaged in the field of sanitation and sewage or industrial waste disposal; one member shall be at the time of his appointment and for at least five years prior thereto actively engaged as a registered professional engineer having special competence in the field of sanitary engineering. Members appointed to fill vacancies shall have the same general qualifications required for their predecessors.

Meetings of the Appeal Board shall be held at the call of the Chairman, and at such other times as the Appeal Board may determine. The Appeal Board shall have the power to adopt and enforce such rules and regulations as it may deem necessary to carry into effect the appeal powers herein provided. All hearings conducted by the Appeal Board shall be open to the public. Any person may appear and testify at a hearing, either in person or by duly authorized representative or attorney.

The Appeal Board shall keep minutes of its proceedings showing the vote of each member upon each question, or if he is absent or failing to vote, indicating such fact, and shall also keep records of its hearings and other official actions. Every rule and regulation, every amendment or repeal thereof, and every order, requirement, decision or determination of the Appeal Board shall be filed immediately in the Office of the Commissioner and shall be a public record.

A majority of the Appeal Board shall be hereby vested with the following jurisdiction and authority:

1) to decide appeals from any decision, ruling, determination, or order made by the Commissioner under this chapter, or failure by the Commissioner to act upon a request within a reasonable period, in the manner and subject to the standards set out in Section 17-3.13 hereof;
2) to pass upon applications for extensions of time for compliance;
3) to decide all matters referred to it or upon which it is required to pass under this Article.

The compensation of each member of the Appeal Board shall be as set forth in the annual appropriation ordinance.

17-3.13 Any person taking exception to and effected by any final decision, ruling, requirement, order, or failure to act upon request within a reasonable period by the Commissioner, may take an appeal to the Appeal Board as established by this Article. Such appeal shall be taken within thirty days after receiving notice of such decision, ruling, requirement, order, or failure to act upon request within a reasonable period, by filing with the Commissioner a notice of appeal directed to the Appeal Board, specifying the grounds thereof and the relief prayed for. The Commissioner shall forthwith furnish to the Appeal Board all the papers relating to the case, including the transcript of any hearing before the Commissioner. The Appeal Board not less than five days and not more than ten days after the date of filing the appeal, shall set a date for the hearing and shall give notice thereof by mail to the interested parties. The Appeal Board may in its discretion grant continuances. Such an appeal shall act as a stay of the decision, ruling, requirement, or order in question until the Appeal Board has taken final action on the appeal. At the hearing any party may appear in person or by agent or attorney, and present evidence, both written and oral, pertinent to the questions and issues involved, and may examine and cross-examine witnesses. A party may rely, in whole or in part, on evidence adduced in a hearing before the Commissioner under Section 17- , hereof. Such reliance shall not affect or limit the right of a party to cross-examine witnesses, adduce additional evidence or present argument. The Appeal Board, after the hearing, shall affirm, modify or reverse the decision, ruling, requirement, rule, regulation or order of the Commissioner or order him to act. The decision of the Appeal Board shall be binding on the Commissioner.

The provisions of the "Administrative Review Act" approved May 8, 1945, and all amendments and modifications thereof, and the rules adopted pursuant thereto, shall apply and govern all proceedings for the judicial review of final administrative decisions hereunder.

The Appeal Board at its expense shall provide a stenographer to take the testimony and preserve a record of all proceedings under this Article. The notice of appeal, the notice of hearing, all other documents in the nature of pleadings and written motions, filed in the proceedings, the transcript of testimony and the findings of fact and decisions shall be the record of the proceedings. The Appeal Board shall furnish a transcript of such record to any person interested as a party to such hearing upon the payment thereof of seventy-five cents per page for each original transcript, and twenty-five cents per page for each carbon copy thereof. However, the charges of any part of such transcript ordered or paid for previous to the writing of the original record shall be twenty-five cents per page.

The Appeal Board shall not be required to certify any record or file any answer or otherwise appear in any proceeding for judicial review unless the party filing the appeal deposits the sum of ninety-five cents per page representing costs of certification. Failure on the part of the appellant to make such deposits shall be grounds for dismissal of the action. Upon judicial review the secretary of the Appeal Board shall certify the record.

17-3.14 If any person discharges sewage or industrial wastes or other wastes into the aforesaid waters, water courses or sewerage system in violation of any of the provisions of Sections 17-3.2, 17-3.3, 17-3.4, or 17-3.5 of this Article or of the unappealed final order or requirement of the Commissioner, made pursuant to the provisions of Section 17-3.10 hereof or of the Appeal Board resulting from an appeal to the latter, an action may be brought by the Corporation Counsel of the City of Chicago for a fine as prescribed in Section 17-3.10 or for an injunction or other chancery relief to discontinue such discharge.

17-3.15 Whoever violates any of the provisions of Section 17-3.2, 17-3.3, 17-3.4 or 17-3.5 of this Article or refuses to comply with the unappealed final order or requirement of the Commissioner, made pursuant to the provisions of Section 17-3.10 hereof or of the Appeals Board resulting from an appeal to the latter shall be fined not more than five hundred dollars ($500.00). Each day's continuance of such violation or failure to comply shall constitute a separate offense.

## Article IV

### Noise and Vibration Control

17-4.1 No person shall make, or cause, permit or allow to be made, upon a public way, or in such close proximity to a public way as to be distinctly and loudly audible upon such public way, any noise of any kind by crying, calling or shouting or by means of any whistle, rattle, bell, gong, clapper, hammer, drum, horn, hand organ, mechanically operated piano, other musical instrument, wind instrument, sound amplifier, or similar mechanical device; provided, that the said restrictions shall not apply to any licensed peddler crying or calling for the purpose of advertising goods, wares or merchandise when lawfully using any public alley in the city between the hours of 11 a.m. and 6 p.m.

17-4.2 No person shall use or perform any hand organ or other musical instrument or device, for pay or in expectation of payment, in any public way or public place of the city before nine o'clock a.m. or after nine o'clock p.m. of any day, under a penalty of not less than ten dollars nor more than twenty-five dollars for each offense.

17-4.3 All rails, pillars, and columns of iron, steel, or other metal which are being transported on the public ways of the city shall be so loaded as to avoid causing loud noises or disturbing the peace and quiet of such public ways, under a penalty of not more than twenty-five dollars for each offense.

17-4.4 No person shall blow or cause to be blown, within the city the steam whistle of any stationary steam plant as a signal for commencing or suspending work, or for any other purpose.

This section shall not be construed as forbidding the use of steam whistles as alarm signals in case of fire, collision, or other imminent danger.

17-4.5 It shall be unlawful for any person to construct or maintain, within two hundred feet of any residence, a factory wherein are used pneumatic hammers or other apparatus which cause loud or unusual noises. Any person violating any of the provisions of this section shall be fined not less than twenty-five dollars nor more than one hundred dollars for each offense, and each day's violation shall be considered a separate and distinct offense.

17-4.6 It shall be unlawful for any person to use any pile driver, shovel, hammer, derrick, hoist, tractor, roller or other mechanical apparatus operated by fuel or electric power in building or construction operations between the hours of 9:30 o'clock in the evening and 8:00 o'clock in the morning, except for work on public improvements and work of public-service utilities, within 600 feet of any building used for residential or hospital purposes.

Any person violating this section shall be fined not less than fifty dollars for each offense, and each day's violation of the same shall constitute a separate and distinct offense.

17-4.7 It shall be unlawful for any person to operate the motor of a motor vehicle of a weight in excess of five tons for a consecutive period longer than two minutes while such vehicle is standing on private property located within 150 feet of property zoned and used for residential purposes except where such vehicle is standing within a completely enclosed structure.

This section shall not apply to buses operated for the transportation of passengers by any political subdivision of the state of Illinois while standing in established bus turn-arounds, bus terminals, bus-parking lots and bus-storage yards.

17-4.8 No person owning, or in possession or control of any building or premises shall use the same, permit the use of the same, or rent the same to be used for any business or employment, or for any purpose of pleasure or recreation, if such use shall, by its boisterous nature, disturb or destroy the peace of the neighborhood in which such building or premise is situated, or be dangerous or detrimental to health.

17-4.9 Any property use established in a Manufacturing District as defined and designated under the provisions of the Chicago Zoning Ordinance (Municipal Code of Chicago, Chapter 194A), shall be so operated as to comply with the performance standards governing noise set forth hereinafter for the district in which such use shall be located, provided that such performance standards shall not be applicable to the structural alteration or relocation of existing buildings occurring hereafter or the enlargement, expansion or addition to existing uses occurring hereafter when such alteration, relocation, enlargement, expansion or addition takes place upon property which, at the time of the passage of this comprehensive amendment, is owned or occupied by the same person, firm or corporation, or their respective heirs, legal representatives or successors, making such alteration, relocation, enlargement, expansion or addition and, provided further, that such performance standards also shall not be applicable to new construction by such owner or occupier upon previously undeveloped property which, at the time of such construction, is contiguous to an existing manufacturing use and, at the time of the passage of this comprehensive amendment, is being held by such owner or occupied for development for manufacturing purposes. All such construction, alteration, relocation, enlargement, expansion or addition to which the performance standards hereinafter set forth shall not be applicable shall, nevertheless, be controlled so as not to become a nuisance to adjacent uses.

17-4.10 Sound levels shall be measured with a sound level meter and associated octave band filter manufactured according to standards prescribed by the American Standards Association. Measurements shall be made using the flat network of the sound level meter. Impulsive type noises shall be subject to the performance standards hereinafter prescribed provided that such noises shall be capable of being accurately measured with such equipment. Noises capable of being so measured, for the purpose of this comprehensive amendment, shall be those noises which cause rapid fluctuations of the needle of the sound level meter with a variation of no more than plus or minus two decibels. Noises incapable of being so measured, such as those of an irrregular and intermittent nature, shall be controlled so as not to become a nuisance to adjacent uses.

17-4.11 In all instances in which an M2 General Manufacturing or M3 Heavy Manufacturing District does not adjoin a Residence or Business District, the performance standards governing noise for the M1 Restricted Manufacturing Districts shall apply at the nearest Residence or Business District boundary line, as these districts are defined and designated under the provisions of the Chicago Zoning Ordinance (Municipal Code of Chicago, Chapter 194A).

17-4.12 In the M1-1 to M1-5 Zoning Districts inclusive, at no point on the boundary of a Residence or Business Zoning District shall the sound pressure level of any individual operation or plant exceed the decibel levels in the designated octave bands shown below for the Zoning districts indicated:

| *Octave Band Cycles Per Second* | *Along Residence District Boundaries— Maximum Permitted Sound Level in Decibels* | *Along Business District Boundaries— Maximum Permitted Sound Level in Decibels* |
|---|---|---|
| 0 to 75 | 72 | 79 |
| 75 to 150 | 67 | 74 |
| 150 to 300 | 59 | 65 |
| 300 to 600 | 52 | 59 |
| 600 to 1200 | 46 | 53 |
| 1200 to 2400 | 40 | 47 |
| 2400 to 4800 | 34 | 41 |
| above 4800 | 32 | 39 |

17-4.13 In the M2-1 to M2-5 Zoning Districts inclusive at no point either on the boundary of a residence or business district or at 125 feet from the nearest property line of a plant or operation, whichever distance is greater, shall the sound pressure level of any individual operation or plant exceed the decibel levels in the designated octave bands shown below for the Zoning districts included:

| *Octave Band Cycles Per Second* | *Maximum Permitted Sound Level in Decibels Along Residence District Boundaries or 125 feet from Plant or Operation Property Line* | *Maximum Permitted Sound Level in Decibels Along Business District Boundaries or 125 feet from Plant or Operation Property Line* |
|---|---|---|
| 0 to 75 | 72 | 79 |
| 75 to 150 | 67 | 74 |
| 150 to 300 | 61 | 68 |
| 300 to 600 | 55 | 62 |
| 600 to 1200 | 50 | 56 |
| 1200 to 2400 | 45 | 51 |
| 2400 to 4800 | 41 | 47 |
| above 4800 | 38 | 44 |

17-4.14 In the M3-1 to M3-5 Zoning Districts inclusive, at no point either on the boundary of a residence or business district or at 125 feet from the nearest property line of a plant or operation, whichever distance is greater, shall the sound pressure level of any individual operation or plant exceed the decibel levels in the designated octave bands shown below for the Zoning districts included:

| *Octave Band Cycles Per Second* | *Maximum Permitted Sound Level in Decibels Along Residence District Boundaries or 125 feet from Plant or Operation Property Line* | *Maximum Permitted Sound Level in Decibels Along Business District Boundaries or 125 feet from Plant or Operation Property Line* |
|---|---|---|
| 0 to 75 | 75 | 80 |
| 75 to 150 | 70 | 75 |
| 150 to 300 | 65 | 70 |
| 300 to 600 | 59 | 64 |
| 600 to 1200 | 63 | 58 |
| 1200 to 2400 | 48 | 53 |
| 2400 to 4800 | 44 | 49 |
| above 4800 | 41 | 46 |

17-4.15 Any property use established in a Manufacturing District shall be so operated as to comply with the performance standards governing vibration set forth hereinafter for the Zoning district in which such use shall be located. No use already established on the effective date of this amendment shall be so altered or modified as to conflict with, or further conflict with, the performance standards governing vibration established hereinafter for the Zoning district in which such use is located.

17-4.16 In the M1-1 to M1-5 Zoning Districts inclusive, any use or portion thereof creating intense earth-shaking vibrations such as are created by heavy drop forges, or heavy hydraulic surges shall be set back at least 300 feet from the lot lines on all sides, except for lot lines adjoining an M3 Zoning District where such set back shall not be required, but in no case shall any such vibration be allowed to create a nuisance or hazard beyond the lot lines.

17-4.17 In the M2-1 to M2-5 Zoning Districts inclusive, any use or portion thereof creating intense earth-shaking vibrations such as are created by heavy drop forges, or heavy hydraulic surges, shall be set back at least 300 feet from the boundary of a Residence, Business, or Commercial Zoning District and at least 150 feet from the boundary of an M1 Zoning District, unless such operation is controlled in such a manner as to prevent transmission beyond the lot lines of earthshaking vibrations perceptible without the aid of instruments.

17-4.18 In the M3-1 to M3-5 Zoning Districts inclusive, the performance standards governing vibration in the M2 Zoning Districts shall apply.

17-4.19 Any person violating any of the provisions of this Article shall be fined not less than five dollars and not more than two hundred dollars for each offense, except where otherwise specifically provided. A separate and distinct offense shall be held to have been committed each day any person continues to violate any of the provisions of this Article.

## Article V

### HARBOR POLLUTION CONTROL

17-5.1 No person shall throw, discharge, dump, or deposit, or cause, suffer, or procure to be thrown, discharged, dumped or deposited, in the harbor or anywhere in Lake Michigan, within ten miles of the corporate limits, any clay, earth, ashes or other heavy substance, filth, logs, floating matter, obstructions or refuse, unless said material shall be placed inside of a breakwater so arranged as not to permit the escape of such clay, earth, ashes or other heavy substance or substances, filth, logs, floating matter, obstructions or refuse into the body of Lake Michigan.

No tug owner, captain, or other person in charge or command of a tug shall tow inside the harbor any dumping scow or like vessel, with or without a collapsible or adjustable bottom, loaded with clay, earth, ashes or other heavy substance, filth, logs, floating matter, obstructions or any refuse, unless there is on board at the time of such towing an inspector from the Department of Environmental Control.

17-5.2 No person shall throw, dump, place, deposit or cause or permit to be thrown, dumped, placed or deposited any pollutant as defined in Section 31-21(k) of this Code, or any garbage, refuse, filth, putrid or unwholesome substance, or the contents of any toilet or head, catchbasin, or grease trap upon the margin or banks, or within the limits or into the waters of the harbor. Discharge of any of the aforementioned pollutants within the radius of four miles of any domestic raw water intake is further expressly prohibited.

17-5.3 In addition to the pollutants enumerated in Section 17-5.2 aforesaid, no operator of any vessel, craft, floats or motor boat shall discharge, dump or deposit into the harbor any fuel, solid or liquid, or the contents of any ballast tank, bilge tank or other receptacle capable of causing pollution of waters.

17-5.4 All vessels, craft, floats and motor boats equipped with toilets, heads, urinals, or capable of discharging galley wastes which have not been discharged through a grease trap or grease interceptor, or solid or liquid waste from shipboard hospital facilities, shall be equipped with a waste retention tank of approved type and capacity to store such waste material for subsequent disposal at a shoreside facility.

17-5.5 A treatment system, utilizing a method of waste treatment approved by the Commissioner of Environmental Control and complying with the Rules and Regulations Establishing Water Quality Criteria for Lake Michigan as set by the Illinois Sanitary Water Board may be permissible on vessels, crafts, floats or motor boats operating in harbor waters in lieu of a retention tank. The effluent of any waste treatment system not meeting the approved standard of the Illinois Sanitary Water Board shall be discharged and collected in a retention tank while such vessel, craft, floats or motor boat is located or operating within the harbor of Chicago. All such waste retention tanks must be properly equipped with pumps and piping so that wastes can be discharged from a connection located above the water line to approved shore-based or floating installations.

17-5.6 Every wharf, dock, pier, seawall, slip, riverbank retaining wall, riverbank bulkhead, dolphin, boom, bulkhead, jetty, mooring facility, piling, sheeting or other similar structure on or appurtenant to premises abutting on the harbor which has disintegrated, rotted, deteriorated, or is otherwise out of repair, or is in unsanitary condition, or in an unsafe or dangerous condition, or which in any manner endangers the health or safety of any person or persons, or which in any manner endangers navigation is hereby declared to be a harbor pollution.

17-5.7 The Commissioner of Environmental Control shall have the authority to promulgate rules and regulations necessary to the effective control of harbor pollution.

Any person who violates any of the provisions of Sections 17-5.1, 17-5.2, 17-5.3, 17-5.4, and 17-5.5, shall be fined not less than $50.00 nor more than $200.00 for each offense and each day's continuance of such violation shall constitute a separate offense.

17-5.8 No person being a manufacturer of gas, or engaged about the manufacture thereof, shall throw, deposit, or allow to run, or permit to be thrown or deposited into the harbor, or into any sewer therewith connected, any gas-tar or any refuse matter of or from any gas house, works, or manufactory.

17-5.9 It shall be unlawful for any dredge or other machine to cut clay or dredge sand or other material from the bed or bottom of the harbor, unless the person present conducting such work has in his possession a permit in writing from the Department of Environmental Control, in which permit the location and time occupied in such work shall be specified. The person conducting such work shall produce such permit on demand of any dredging inspector, the Commissioner or any of his assistants.

## Article VI

### DUMPING OF REFUSE

17-6.1 No person shall dump or deposit or cause to be dumped or deposited anywhere within the City, any garbage, ashes, refuse, trash, rubbish, miscellaneous waste, manure or other substance that may contain disease germs or be scattered by the wind, or decompose, or become filthy, noxious or unhealthful, except at a sanitary landfill site for which a permit has been properly issued by the Commissioner of Environmental Control. Such dumping without a permit is hereby delared to be a nuisance.

17-6.2

(a) The Commissioner of Environmental Control is hereby authorized and directed to make such rules and regulations as are necessary to effectuate the purpose of this Article.

(b) Application for such permit to operate a sanitary landfill on private property shall be accompanied by:

1. The written consent of the owner or his authorized agent and evidence of payment of real estate property taxes.
2. An indemnifying bond with good and sufficient sureties approved by the City Comptroller in the penal sum of $50,000.00 conditioned that the said applicant will comply with the regulations of this code and the rules and regulations of the Commissioner of Environmental Control pertaining to the dumping of the above-mentioned substances.
3. A plat plan and survey, together with engiineering survey and report which shall include a description of the property, the method of operation, the type of available cover, fencing, water pumping equipment, fire fighting equipment, access roads, equipment storage, lights, rodent control measures, water drainage (including grade and area), and the direction of fill.

4. Approval by the Zoning Administrator.

17-6.3 Upon receipt of such application, the Commissioner of Environmental Control shall give notice in writing to the Alderman of the Ward in which such dumping is to be done, that such application has been made. Such application shall be held in abeyance until an intervening council meeting is held or written waiver of objection or written consent by the Alderman is received.

17-6.4 Permit fees shall be as follows:

25 acre tract or less — $1,300.00 annually
26 to 50 acre tract — $2,600.00 annually
51 to 75 acre tract — $3,900.00 annually
Over 75 acre tract—$5,200.00 annually

17-6.5 The Commissioner of Environmental Control shall issue a permit for a sanitary landfill if there is compliance with all sections of this chapter and any other chapter of the Municipal Code of Chicago applicable thereto. Prior to the issuance of said permit, the Commissioner may request the approval of any other department of the City of Chicago.

17-6.6 All refuse deposited at site shall be compacted in layers. The layers of compacted refuse shall not exceed eight feet in height for each lift. Water wells located in the general area of sanitary landfills shall be subject to inspection and approval by the Department of Health of the City of Chicago and wells not considered safe from possible pollution or contamination shall be modified in such a way as to make their continued use safe.

17-6.7 Proper drainage, water pumping or treatment shall be provided for the fill itself. Fill may not be so implaced as to prevent a run-off for adjacent land.

17-6.8 Cover material must be earth, sandy loam, slag from steel mills or similar material approved by the Department of Environmental Control.

17-6.9 All refuse dumped must be covered daily by at least six inches of cover. Final cover shall be compacted to a depth of not less than 24 inches. Where the "trench system" of sanitary landfill is used successive parallel trenches must be at least two (2) feet apart.

17-6.10 Final grade shall be determined by the Department of Environmental Control depending on the particular site. Permit shall specify the grade to which the dumping authorized thereby is permitted and dumping in excess of the grade set forth in the permit shall constitute a violation of the permit.

17-6.11 Inspection of all dumping operations shall be under the jurisdiction of the Commissioner of Environmental Control. Inspections as necessary shall be made by a Sanitary Engineer who is qualified by both education and experience.

17-6.12 Dumping permits may be revoked by the Mayor upon recommendation of the Commissioner of Environmental Control for cause.

17-6.13 No ground or material filled with offensive matter or substance that will emit or allow to arise through or from the same any offensive smell or deleterious exhalation shall be opened or turned up, or the surface thereof removed, between the first day of May and the first day of October of any year, except according to permit first therefor obtained from the Commissioner of Environmental Control.

SECTION 2. That Sections 21-34 and 21-35 inclusive of Chapter 21; Sections 31-2.1 to 31-2.15, inclusive, of Chapter 31; Sections 38-8 to 38-12, inclusive, of Chapter 38 and Sections 99-4.2, 99-36.1, 99-36.2, 99-36.3, 99-36.4, 99-36.5, 99-36.6, 99-36.7, 99-36.8, 99-36.9, 99-36.10, 99-37, 99-56, 99-57, 99-58, 99-59, 99-60, 99-60.1, 99-60.2 and 99-61, of Chapter 99, all a part of the Municipal Code of Chicago be, and the same hereby are cancelled, nullified, repealed and held for naught.

SECTION 3. That all of the powers, duties and activities now being performed by the department or department head assigned to perform said powers, duties and activities in the Chapters and Sections cancelled, nullified, repealed and held for naught in Section 2 hereof, be and the same shall continue and inure to and under the jurisdiction and control of the Commissioner of Environmental Control.

SECTION 4. This ordinance shall be in full force and effect from and after January 1, 1970.

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### Functions of Bureau of Forestry, Parkways and Beautification Transferred from Dept. of Public Works to Dept. of Streets and Sanitation.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on December 9, 1969, pages 6546-6547, recommending that the City Council pass a proposed ordinance transmitted with the committee's report to transfer the functions of the Bureau of Forestry, Parkways and Beautification from the Department of Public Works to the Department of Streets and Sanitation.

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Holman, Despres, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda—40.

*Nays*—None.

Alderman Fitzpatrick moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said ordinance as passed:

WHEREAS, It is deemed advisable and in the best interests of the City of Chicago that the Bureau of Forestry, Parkways and Beautification now under the jurisdiction and control of the commissioner of public works be removed therefrom and be placed under the jurisdiction and control of the commissioner of streets and sanitation; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That Sections 14-22, 14-23 and 14-24 be and are hereby added to Chapter 14 of the Municipal Code of Chicago, and shall read as follows:

14-22 There is hereby established the Bureau of Forestry, Parkways and Beautification, which shall be under the jurisdiction and control of the commissioner of streets and sanitation, and shall embrace the general superintendent of forestry, parkways and beautification and such other employes as the city council may provide by annual appropriation ordinance.

14-23 The general superintendent of forestry, parkways and beautification shall be under the immediate jurisdiction and control of the commissioner of streets and sanitation, and shall have the management and control, including maintenance of the municipal nursery, street parkways and boulevards, all trees, plants and shrubs planted and to be planted in the public ways of the city, and of all public squares, triangles and other open spaces at street intersections that have not been acquired or turned over to the Chicago Park District. In addition, the general superintendent shall plan, design, construct and maintain beautification projects on public rights of way, and small tot-lots, playgrounds and passive recreation areas on city-owned property or property acquired by the city in accordance with a beautification program to be developed in cooperation and co-ordination with the Chicago Beautiful Committee.

14-24 The commissioner of streets and sanitation is hereby authorized to appoint according to law a person to be known as General Superintendent, who shall be a man skilled and learned in the science of forestry.

The General Superintendent of the bureau of forestry, parkways and beautification, shall have the following powers and duties:

Superintend, regulate and encourage the preservation, culture and planting of shade and ornamental trees, plants and shrubbery in the public ways of the city;

Prune, spray, cultivate and otherwise maintain such trees, plants and shrubbery, and to direct the time and method of trimming the same;

Advise, without charge, owners and occupants of lots regarding the kind of trees, plants and shrubbery and the method of planting best adapted to, or most desirable on, particular streets;

Take such measures as may be deemed necessary for the control and extermination of insects and other pests and plant diseases which may injuriously affect trees, plants or shrubs that are now growing or may hereafter be growing on the public ways of the city;

Report to the corporation counsel all cases which come to his knowledge of violations of provisions of this code respecting such trees, plants and shrubbery;

Keep a record of all transactions of his office, subject to such rules and regulations as the commissioner of streets and sanitation may prescribe, and whenever the commissioner of streets and sanitation may require, make a full and detailed report of such transactions.

Plan, design, program, construct and maintain beautification and recreational projects in cooperation with the Chicago Beautiful Committee;

Assist the Chicago Beautiful Committee by providing services, materials and supplies in accordance with an established annual program;

Process applications for federal assistance in financing beautification projects.

SECTION 2. That Sections 8-39, 8-40 and 8-41 of the Municipal Code of Chicago, included in Chapter 8 thereof, be and the same hereby are cancelled, nullified, repealed and held for naught.

SECTION 3. That all of the powers, duties and activities now being performed by the Bureau of Forestry, Parkways and Beautification now under the jurisdiction and control of the commissioner of public works, be and the same shall continue and enure to and under the jurisdiction and control of the commissioner of streets and sanitation.

SECTION 4. This ordinance shall be in full force and effect from and after January 1, 1970.

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### Water Rates Increased for Water Service Provided by City of Chicago.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on December 9, 1969, pages 6547-6548, recommending that the City Council pass a proposed ordinance transmitted with the committee's report to provide for an increase in the water rates charged for water service provided by the City of Chicago.

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Holman, Despres, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda—42.

*Nays*—None.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Section 185-21 of the Municipal Code of Chicago is amended as follows:

By substituting for the words "thirty-five dollars" in the second paragraph, as printed, the words "fifty dollars".

SECTION 2. Section 185-26 is amended as follows:

By striking out the figures appearing in the right-hand column in the first paragraph, as printed, and substituting the following words and figures:

| *Per Annum* | *Per Annum* |
|---|---|
| $ 9.10 | $42.50 |
| 12.50 | 45.90 |
| 17.10 | 49.40 |
| 20.60 | 52.80 |
| 21.90 | 56.30 |
| 25.30 | 58.40 |
| 29.80 | 61.90 |
| 33.10 | 65.30 |
| 34.40 | 68.80 |
| 40.00 | 73.40. |

By striking out the two lines, as printed following said tabulation, and substituting the following:

"For each additional five feet, or major fraction thereof, in excess of 87 feet a charge of three dollars and fifty cents ($3.50) shall be made."

By substituting for the fifth paragraph, as printed, the following:

"For each story in height of building in excess of one story, a charge of five dollars and sixty cents ($5.60) per annum shall be made in addition to the foregoing."

By substituting for the words "one dollar and eighty cents" in the eighth paragraph, as printed, the words "two dollars and thirty cents ($2.30)".

By substituting for the figure "9.20" in the eleventh paragraph, as printed, the figure "$11.50".

By substituting for the figure "21.20" in the twelfth paragraph, as printed, the figure "26.50".

By substituting for the thirteenth paragraph, as printed, the following:

For fixtures for use of apartments having less than the above equipment the following:

For each water closet—per annum $11.50.

If such water closet is open to the use of more than one family an additional charge of $11.50 shall be made for each such family.

For each wash basin—per annum $3.50.

For each family sink which is open to the use of not more than one family—per annum $11.50.

If such sink is open to the use of more than one family, an additional charge of $11.50 per annum shall be made for each such family.

By substituting for the sixteenth, seventeenth and eighteenth paragraphs, as printed, the following:

For all other water closets, baths, basins and sinks in excess of this number, the following charges shall be made:

| | |
|---|---|
| For each water closet— | per annum $11.50 |
| For each bath— | per annum $11.50 |
| For each wash basin— | per annum $ 3.50 |
| For each sink— | per annum $ 3.50 |

For other fixtures, devices or occupancies—as provided for in Section 185-27.

The amounts to be charged for service to buildings or premises in Class 'D' shall be the amounts heretofore specified as minimum charge for service, and in buildings not to exceed one story in height this charge shall include one water closet. In addition the following charges shall be made:

| | |
|---|---|
| For each water closet— | per annum $12.50 |
| For each wash basin— | per annum $ 9.10 |
| For each sink— | per annum $ 9.10 |
| For each miscellaneous opening not otherwise provided for— | per annum $ 9.10 |

For other fixtures, devices or occupancies—as provided for in Section 185-27.

The amounts to be charged for service to buildings in Class 'E' shall be the amounts heretofore specified as minimum charge for service, and in buildings not to exceed one story in height this charge shall include one water closet. In addition, the following charges shall be made:

For fixtures open to general or public use:

| | |
|---|---|
| For each water closet— | per annum $12.50 |
| For each wash basin— | per annum $ 9.10 |
| For each sink— | per annum $ 9.10 |

For fixtures not open to general or public use:

| | |
|---|---|
| For each water closet— | per annum $11.50 |
| For each wash basin— | per annum $ 3.50 |
| For each sink— | per annum $ 3.50 |

For other fixtures, devices or occupancies—as provided for in Section 185-27.

SECTION 3. Section 185-27 is amended by substituting for the column of figures at the right-hand side of said section, as printed, the following figures in consecutive order:

8.10
11.50
2.30
Delete vegetable fountain charge
8.10
8.10
18.40
73.40
182.10
8.10
3.50
11.50
Delete horse drawn sprinkler charge
136.30
Delete horse watering trough charge
3.50
11.50
3.50
9.10
3.50
2.30
21.90
3.50
5.60
3.50
36.60
11.50
8.10
3.50
3.50
9.10
36.60
Delete milk depot charge
Delete additional quarts charge
.01
36.60
36.60
36.60
43.50
5.60
Delete fish packing charge
2.30
3.50
11.50
11.50
Delete stable charge
3.50
15.00
36.60
145.60
272.80
45.90
91.60
136.30
182.10
226.90
272.80
363.10
21.90
.18
.20
.08
.54

Also by striking out the sentence following the heading "For building construction" and substituting the following sentence:

"At the rate of thirty-five cents ($0.35) for every 1000 cubic feet of building volume, or fraction thereof, provided, however, that no charge shall be less than three dollars and forty-five cents ($3.45)."

Also by striking out the sentence immediately following the heading "For alterations, repairs or reconstruction of buildings:" and substituting the following:

"An amount equal to twenty-five percent of the amount of the fee charged for a building permit issued pursuant to Chapter 43 of this code."

SECTION 4. Section 185-28 is amended by striking out the words "six cents" from the fourth line, as printed, and substituting the words "eight cents".

SECTION 5. Section 185-30 is amended by striking out the words "six mills" from the third line, as printed, and substituting the words "eight mills".

SECTION 6. Section 185-31 is amended to read as follows:

185-31. Metered Service. The rate for metered water shall be two dollars and sixteen cents ($2.16) per one thousand cubic feet, subject to a discount of ten cents (.10) for each one thousand cubic feet charged if paid within ten days from date of bill; and if such payment has been made to an agent of the City of Chicago authorized to collect water rates, the said agent shall be allowed a further period for transmitting the amount of any bills so paid to the cashier of the bureau of water, but such period shall not exceed beyond mid-day of the fifth day following the last day of the period in which the said bill became due and payable; provided that the superintendent of water may allow an expired discount on only one bill for any premises in each calendar year; and provided further where the correctness of a bill is disputed and where complaint of such incorrectness has been made within the period during which the bill for the premises involved would be subject to the usual discount and where the adjusting of such complaint requires additional time, said discount may be allowed up to and including the fifth day succeeding the re-mailing of such bill.

SECTION 7. This ordinance shall be in full force and effect from and after the date of its passage.

### Rates of Fares for Taxicabs Increased.

On motion of Alderman Marzullo the City Council took up for consideration the report of the Committee on Local Transportation deferred and published on December 9, 1969, page 6550, recommending that the City Council pass a proposed ordinance transmitted with the committee's report to amend Section 28-30 (a) of Chapter 28 of the Municipal Code of Chicago concerning regulations governing taxicab rates between point of origin and destination, etc.

On motion of Alderman Marzullo said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling —46.

*Nays*—None.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

That Section 30(a) of Chapter 28 of the Municipal Code of Chicago be and it is hereby amended to read as follows:

(Taxicab fares) 28-30. (a) Commencing with the effective date of this ordinance, the rates of fare for taxicabs while being operated between a point of origin and a destination within the corporate limits of the City shall be as set forth in the following schedule, which rates are hereby declared to be just and reasonable:

| | |
|---|---|
| For the first 1/5 mile or fraction thereof | 40¢ |
| For each additional 2/7 miles or fraction thereof | 10¢ |
| For each one and one-half minutes of waiting time | 10¢ |
| For each additional passenger of 12 years or more | 20¢ |

Waiting time shall include the time beginning two minutes after call time at the place to which the taxicab has been called, when it is not in motion, the time consumed by unavoidable delays, at street intersections, bridges or elsewhere and the time consumed while standing at the direction of a passenger.

Every passenger under twelve years of age when accompanied by an adult shall be carried without charge.

Ordinary hand baggage of passengers shall be carried without charge.

Immediately on arrival at the passenger's destination it shall be the duty of the chauffeur to throw the taximeter lever to the non-recording position and to call the passenger's attention to the fare registered.

It is unlawful for any person to demand or collect any fare for taxicab service which is more or less than the rates established by the foregoing schedule, or for any passenger to refuse payment of the fare so registered.

### Annual Appropriation Ordinance for Year 1970 Made in Conformity with Budget Document as Revised and Amended by City Council.

On motion of Alderman Keane the City Council took up for consideration the Executive Budget and proposed amendments as recommended by the Committee on Finance to the City Council, consideration of which was deferred on December 9, 1969, page 6523, for consideration, amendment and passage as the Annual Appropriation Ordinance for the year 1970 [Proposed Ordinance and Amendments Printed in Committee Pamphlet No. 18].

Alderman Keane moved to adopt the recommended amendments as proposed by the Committee on Finance. The motion Prevailed and said recommended amendments were *Adopted.*

Alderman Despres presented the following amendments:

Page 19—Mayor's Committee for Economic and Cultural Development

*Strike:*

| | | |
|---|---|---|
| 1115.149 | Other Professional and Technical Services | $ 5,000. |

*Insert:*

| | | |
|---|---|---|
| 1115.149 | Other Professional and Technical Services | $ 4,000. |
| 1115.149 | For a Study of the Number of Suburban Residents Working in Chicago and the Number of Chicago Residents Working in the Suburbs | $ 1,000. |

Page 25—Mayor's Office—Budgetary Division

*Strike:*

| | | |
|---|---|---|
| Personnel Utilization Studies | | $ 1,133. |
| Field Analyst | 3 @ | $ 10,560. |

*Insert:*

| | | |
|---|---|---|
| 1140.149 | For Preparation of Performance and Program Budget for 1971 | $ 31,680. |

Page 27—Mayor's Director of Data Processing

*Strike:*

| | | |
|---|---|---|
| 1150.149 | Other Professional and Technical Services | $170,000. |

*Insert:*

| | | |
|---|---|---|
| 1150.149 | Other Professional and Technical Services | $165,000. |
| 1150.149 | For study of application of data processing to assist the work of the City Council | $ 5,000. |

Page 31—Department of Investigation

*Strike:*

| | | |
|---|---|---|
| 1168.801 | For Investigative Expenses | $ 23,300. |

*Insert:*

| | | |
|---|---|---|
| 1168.801 | For Investigative Expenses | $ 18,300. |
| 1168.150 | For Publication of Studies based on the work of the Department of Investigation | $ 5,000. |

Page 32—City Council

*Strike:*

| | | |
|---|---|---|
| 1210.9607 | Secretary to President Pro-Tem. | $ 10,056. |

Page 38—City Council Legislative Reference Bureau

*Strike:*

| | | | |
|---|---|---|---|
| 1280.9646 | Reference Clerk | 1 | $8,688. |

*Insert:*

| | | |
|---|---|---|
| 1280.149 | For publication of studies of work done | $8,688. |

Page 77—Department of Law

*Strike:*

| | | |
|---|---|---|
| 1610.140 | Professional and Technical Services | $195,000. |

*Insert:*

| | | |
|---|---|---|
| 1610.140 | Professional and Technical Services | $175,000. |

Page 77—Department of Law

*Strike:*

| | | |
|---|---|---|
| 1610.140 | Professional and Technical Services | $195,000. |

*Insert:*

| | | |
|---|---|---|
| 1610.140 | Professional and Technical Services | $190,000. |
| 1610.149 | Modernization of Index to Municipal Code | $ 5,000. |

Page 83—Civil Service Commission

*Strike:*

| | | |
|---|---|---|
| 1710.149 | Other Professional and Technical Services | $ 7,500. |

*Insert:*

| | | |
|---|---|---|
| 1710.149 | Other Professional and Technical Services | $ 2,500. |
| 1710.149 | Study to Determine Why the Number and Proportion of Temporary Appointees in City Employment Increase from Year to Year | $ 5,000. |

Page 99—Board of Election Commissioners

*Strike:*

| | | |
|---|---|---|
| 1910.149 | Other Professional and Technical Services | $ 20,000. |

*Insert:*

| | | |
|---|---|---|
| 1910.149 | Other Professional and Technical Services | $ 10,000. |
| 1910.149 | Study of Improvement in Procedures for Hearings and Defense on Challenges of Voters | $ 10,000. |

Page 137—Commission for the Rehabilitation of Persons

*Strike:*

| | | |
|---|---|---|
| 3440.149 | Other Professional and Technical Services | $ 10,000. |

*Insert:*

| | | |
|---|---|---|
| 3440.149 | Management Survey of Operations of Commission | $ 10,000. |

Page 140—Department of Human Resources

*Strike:*

| | | |
|---|---|---|
| 3460.149 | Other Professional and Technical Services | $ 10,000. |

*Insert:*

| | | |
|---|---|---|
| 3460.149 | Survey to Determine How to Use Available Federal and State Resources for the Actual Relief of Hunger | $ 10,000. |

Page 158—Department of Police

*Strike:*

| | | |
|---|---|---|
| 4110.149 | Other Professional and Technical Services | $378,207. |

*Insert:*

| | | |
|---|---|---|
| 4110.149 | Other Professional and Technical Services | $378,107. |
| 4110.149 | Study of Systematic Illegal Operations of Taxicabs in Open Violation of Ordinances Prohibiting Multiple Loads | $ 100. |

Page 209—Department of Inspection of Steam Boilers

*Strike:*

| | | |
|---|---|---|
| 4410.157 | Rental of Equipment and Services | $ 10,000. |

*Insert:*

| | | |
|---|---|---|
| 4410.157 | Rental of Equipment and Services | $ 5,000. |
| 4410.159 | Study for the Improvement and Modernization of the Ordinances on Steam Boilers, Unfired Pressure Vessels, and Refrigeration | $ 5,000. |

Page 218—Department of Environmental Control

*Strike:*

| | | |
|---|---|---|
| 4610.801 | For employment of technicians, etc. | $500,000. |
| 4610.6755 | Automobile Allowance | $ 14,000. |

*Insert:*

| | | |
|---|---|---|
| 4610.801 | For employment of technicians, etc. | $ 50,000. |
| 4610.148 | For testing of air for carbon monoxide, lead and hydrocarbon oxidants | $ 50,000. |
| 4614.2001 | Field Services—Environmental Pollution Control Inspector I 50 @ $7,500. | $375,000. |
| 4610.6755 | Automobile Allowance | $ 39,000. |

Page 225—Public Vehicle License Commission

*Strike:*

| | | |
|---|---|---|
| 4850.320 | Gasoline | $ 1,500. |

*Insert:*

| | | |
|---|---|---|
| 4850.320 | Gasoline | $ 1,400. |
| 4850.149 | Study of Systematic Illegal Operations of Taxicabs in Open Violation of Ordinances Prohibiting Multiple Loads | $ 100. |

Page 400—Committee on Traffic and Public Safety

*Strike:*

| | | |
|---|---|---|
| 1258.801 | For Plans and Surveys | $168,952. |

Page 406—Chicago Street Traffic Commission

*Strike:*

| | | |
|---|---|---|
| 4880 | Total Appropriation | $ 62,367. |

Page 476—Department of Finance—Municipal Hotel Operators

*Strike:*

| | | |
|---|---|---|
| 1525.801 | For the promotion of tourism, conventions and other special events, to be expended under the direction of the Mayor | $1,029,000. |

*Insert:*

| | | |
|---|---|---|
| 1525.801 | For the promotion of tourism, conventions and other special events, to be expended under the direction of the Mayor and the City Council | $1,029,000. |

Page 478—Community Redevelopment Bonds—1966-429

*Strike:*

| | | |
|---|---|---|
| 1320.806 | For the employment of personnel, etc. for up-dating the Comprehensive Zoning Ordinance of the City of Chicago: To be expended under the direction of the Department of Development and Planning | $200,000. |

*Insert:*

| | | |
|---|---|---|
| 1320.806 | For the employment of personnel, etc. for up-dating the Comprehensive Zoning Ordinance of the City of Chicago: To be expended under the direction of the City Council | $200,000. |

Page 506—Committee on Local Transportation

Amend the appropriation ordinance by striking out the entire appropriation and substitute:

| | | |
|---|---|---|
| 1248.005 | Salaries and Wages—on Voucher | $ 25,452. |

Alderman Keane moved to *Refer the foregoing amendments to the Committee on Finance.* The motion *Prevailed.*

Alderman Despres presented the following amendments:

Pages 36 and 37—City Council Committees

Amend the appropriation ordinance by striking out the total appropriations for the following City Council Committees:

| | | |
|---|---|---|
| 1222 | Committee on Aviation | $20,193. |
| 1226 | Committee on Committees | $23,088. |
| 1234 | Committee on Forestry | $15,984. |
| 1236 | Committee on Port of Chicago | $15,497. |
| 1238 | Committee on Health | $18,331. |
| 1240 | Committee on Judiciary | $15,441. |
| 1244 | Committee on Licenses | $19,154. |
| 1246 | Committee on Local Industries | $22,033. |
| 1248 | Committee on Local Transportation | $ 8,713. |
| 1250 | Committee on Planning and Housing | $38,359. |
| 1252 | Committee on Police | $15,866. |
| 1254 | Committee on Cultural and Economic Development | $22,859. |
| 1260 | Committee on Utilities | $25,321. |
| 1265 | Committee on Environmental Control | $25,000. |

Page 319—Department of Finance

*Strike:*

| | | |
|---|---|---|
| 9112.044 | For the employment of students as trainees | $220,000. |

*Insert:*

| | | |
|---|---|---|
| 9112.044 | For the employment of students as trainees at $2.76 per hour, one fourth by aldermen and three fourths by executive departments of the city government | $220,000. |

Pages 172, 173, 175—Department of Police

*Strike:*

Conducting Intelligence Surveys

| | | | |
|---|---|---|---|
| 4135.9165 | Patrolman (Assigned as Detective) | 152 | $13,008. |
| 4135.9161 | Patrolman | 135 | $12,120. |

Investigating Criminal Activity

| | | | |
|---|---|---|---|
| 4134.9165 | Patrolman (Assigned as Detective) | 104 | $13,008. |

District Law Enforcement

| | | | |
|---|---|---|---|
| 4153.9161 | Patrolman | 3,957 | $12,120. |

*Insert:*

Conducting Intelligence Surveys

| | | | |
|---|---|---|---|
| 4135.9165 | Patrolman (Assigned as Detective) | 52 | $13,008. |
| 4135.9161 | Patrolman | 35 | $12,120. |

Investigating Criminal Activity

| | | | |
|---|---|---|---|
| 4134.9165 | Patrolman (Assigned as Detective) | 204 | $13,008. |

District Law Enforcement

| | | | |
|---|---|---|---|
| 4153.9161 | Patrolman | 4,057 | $12,120. |

Pages 177, 178—Department of Police

*Strike:*

Inspection of Entertainment Exhibitions—4174

| | | | |
|---|---|---|---|
| 9011 | Censor of Moving Pictures | 2 | $7,500. |
| 9011 | Censor of Moving Pictures | 2 | $6,804. |
| 9011 | Censor of Moving Pictures | 2 | $5,088. |
| 0645 | Motion Picture Machine Operator | 2 | 275.00 w |
| 0645 | Motion Picture Machine Operator (Vacation) | | 275.00 w |

Amend the Annual Appropriation Ordinance of the City of Chicago for the Year 1970 by adding a section as follows:

> "As a condition of receipt of any payment to himself and all other members of his board or commissions, the chairman or acting chairman of the following boards or commissions shall certify to the Comptroller on or before the fifth day of each month that his board or commission has fully complied during the preceding month with the Illinois statutes on open and public meetings of boards and commissions:
>
> Board of Examiners of Plumbers
> Board of Examiners of Mason Contractors
> Board of Examiners of Stationary Engineers
> Board of Examiners of Motion Pictures
> Board of Examiners of Projection Machine Operators
> Board of Appeals (Zoning)
> Board of Appeals (Air Pollution)
> Civil Service Commission
> Commission on Human Relations
> Board of Election Commissioners
> Board of Health
> Industrial Waste Appeal Board
> License Appeal Commission
> Motion Picture Appeal Board
> Neighborhood Redevelopment Commission
> Street Traffic Commission
> Urban Renewal Advisory Committees (all)
> Commission on Urban Progress
>
> The Comptroller may prescribe the forms for making such reports."

Amend the Appropriation Ordinance by adding the following section:

> "On or before the twentieth day of each month, the head of each department, commission, or board covered by this ordinance shall file with the Committee on Finance of the City Council for public inspection, and deliver to each alderman filing a written request, a detailed list of the number of the temporary appointees working in his department on the first day of the month, arranged in the order in which the positions and salaries are listed in this appropriation ordinance, including temporary appointees who are Civil Service certified but on leave from their certified position.
>
> "The filing of this report is deemed to be a vital and essential portion of the performance of the duties of the head of each department, commission, and board, and no compensation shall be paid to the head of any department, commission, or board who fails to file such a report from the twenty-first day of the month in which he fails to file the report until the date on which the report is filed."

Alderman Keane moved to *Lay each of the foregoing Amendments on the Table.* The motion to Lay on the Table *Prevailed.*

---

Alderman Despres presented the following amendment:

Page 312—Department of Aviation

*Strike:*

8611.149 Other Professional and Technical Services .................$5,000.

*Insert:*

8611.149 For study of airport sites other than in Lake Michigan ......$5,000.

Alderman Holman moved to *Refer the amendment to the Committee on Aviation.* The motion Prevailed.

Alderman Despres presented the following amendment:

Amend the Appropriation Ordinance by adding the following section:

> "No funds appropriated by this ordinance shall be used, authorized, or spent, directly or indirectly, for the purpose of selling tickets or promoting the sale of tickets to football games, fireworks spectacles, or other sports or entertainment events not operated directly by the City of Chicago."

Alderman Keane moved to *Refer the amendment to the Committee on Cultural and Economic Development*. The motion *Prevailed.*

—

Alderman Despres presented the following amendment:

Page 196—Department of Buildings

*Strike:*

| | | |
|---|---|---|
| 4300.149 | Other Professional and Technical Services | $114,955. |

*Insert:*

| | | |
|---|---|---|
| 4300.149 | Other Professional and Technical Services | $104,955. |
| 4300.149 | Study for the Acceleration of the Program to Prevent Lead Poisoning from Loose Paint and Plaster | $ 10,000. |

Alderman Holman moved to *Refer the amendment to the Committee on Health.* The motion *Prevailed.*

—

Alderman Despres presented the following amendments:

Amend the Appropriation Ordinance by adding the following sections:

> "No funds appropriated by this ordinance shall be used, authorized or spent, directly or indirectly, for operating or participating in the operation of any eavesdropping device, or employing or directing another who does so, as defined and prohibited by Article 14 of the Criminal Code of Illinois."
>
> "After June 30, 1970, no compensation or salary shall be paid to any person in a position not exempt from the provisions of the Civil Service Law who has held his position for a total time of five years or more under the temporary appointment provisions of the Civil Service Act, stated to be designed 'to prevent the stoppage of public business, or to meet extraordinary exigencies'."

Alderman Holman moved to *Refer each of the foregoing amendments to the Committee on Police, Fire, Civil Service, Schools and Municipal Institutions.* The motion *Prevailed.*

—

Alderman Cousins presented the following amendments:

Page 174—Department of Police

*Strike:*

Patrolling by Task Force—4152

| | | | |
|---|---|---|---|
| 9173 | Lieutenant | 14 | $16,416. |
| 9171 | Sergeant | 111 | 14,184. |
| 9161 | Patrolman | 724 | 12,120. |

Community Services Division—4142

| | | | |
|---|---|---|---|
| 9173 | Lieutenant | 1 | 16,416. |
| 9171 | Sergeant | 3 | 14,184. |
| 9161 | Patrolman | 13 | 12,120. |

*Insert:*

Community Services Division—4142

| | | | |
|---|---|---|---|
| 9173 | Lieutenant | 2 | $16,416. |
| 9171 | Sergeant | 6 | 14,184. |
| 9161 | Patrolman | 26 | 12,120. |

Patrolling by Task Force—4152

| | | | |
|---|---|---|---|
| 9173 | Lieutenant | 13 | 16,416. |
| 9171 | Sergeant | 108 | 14,184. |
| 9161 | Patrolman | 711 | 12,120. |

Page 184—Fire Department

*Strike:*

| | | |
|---|---|---|
| 4210.160 | Repair or Maintenance of Property | $70,000. |

*Insert:*

| | | |
|---|---|---|
| 4210.160 | Repair or Maintenance of Property | $30,000. |
| 4210.149 | Management Survey of Operations of Department | 40,000. |

Page 189—Fire Department

*Strike:*

Fire Investigation—4217.

| | | | |
|---|---|---|---|
| 8731 | Firefighter | 20 | $12,110. |

*Insert:*

Fire Investigation—4217.

| | | | |
|---|---|---|---|
| 8731 | Firefighter | 18 | $12,110. |

Community Services Division—4242

| | | |
|---|---|---|
| 9761 | Coordinator of Human Relations | $16,548. |
| 0823 | Senior Stenographer | 6,804. |
| 0350 | Stationery and Office Supplies | 888. |

Amend the Appropriation Ordinance by adding the following section:

> No funds appropriated by this ordinance shall be used, authorized, or spent, directly or indirectly, for the purchase or use of the dangerous chemical "Mace".

Alderman Keane moved to *Refer each of the foregoing proposed amendments to the Committee on Finance.* The motion to Refer *Prevailed.*

—

Alderman Cousins then presented an amendment to the Appropriation Ordinance by adding the following section:

> No salary or voucher shall be paid to any employee of the City of Chicago who is found by the Mayor to have discriminated on account of race, color, or religion in the employment, assignment, or promotion of any other employee of the City of Chicago. On complaint by any resident of Chicago, the Mayor shall promptly, or on his own motion he may, in person or by a duly designated agent, pursuant to notice and public hearing, make a factual determination as to whether such discrimination has occurred. The provisions of this section shall not apply to employees certified in their position by the Civil Service Commission pursuant to examination and therefore governed, as to hearing and removal, exclusively by the provisions of the Civil Service Act.

Alderman Keane moved to *Refer the foregoing amendment to the Committee on Police, Fire, Civil Service, Schools and Municipal Institutions.* The motion to Refer *Prevailed.*

Alderman Scholl presented the following amendments:

Page 17—Mayor's Office

*Strike:*

| *Code* | |
|---|---|
| 1111—9954 | $29,500. |

*Insert:*

| *Code* | |
|---|---|
| 1111—9954 | $24,150. |

Page 32—City Council

*Strike:*

| *Code* | |
|---|---|
| 9603 | $3,500.00. |

*Insert:*

| *Code* | |
|---|---|
| 9603 | — 0 — |

Page 243—Department of Streets and Sanitation

*Strike:*

| *Code* | |
|---|---|
| 5312—0706 | $19,932. |

*Insert:*

| *Code* | |
|---|---|
| 5316—0706 | $18,988.20. |

Page 495—Department of Streets and Sanitation
Bureau of Parking

*Strike:*

| *Code* | |
|---|---|
| 5711—8277 | $24,228. |

*Insert:*

| *Code* | |
|---|---|
| 5711—8277 | $20,928. |

Alderman Holman moved to *Refer each of the foregoing proposed amendments to the Committee on Finance.* The motion to Refer *Prevailed.*

—

Alderman Scholl presented the following amendment:

Page 444—Department of Public Works
Bureau of Forestry, Parkways and Beautification

*Strike:*

| *Code* | |
|---|---|
| 6716—7932 | $28,068. |

*Insert:*

| *Code* | |
|---|---|
| 6716—7932 | $25,452. |

Alderman Keane moved to *Refer the foregoing proposed amendment to the Committee on Finance.* The motion to Refer *Prevailed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Holman, Lupo, Buchanan, Bilandic, Swinarski, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Fifielski, Kerwin, Wigoda,—34.

*Nays*—Aldermen Despres, Cousins, Staszcuk, Scholl, McCutcheon, Singer, Hoellen, O'Rourke—8.

Alderman Scholl presented the following amendments:

Page 316—Department of Aviation
Chicago Midway Airport

*Strike:*

| *Code* | |
|---|---|
| 8653—7014 | $20,928.00. |

*Insert:*

| *Code* | |
|---|---|
| 8653—7014 | $14,856.00. |

Page 502—Department of Aviation
Chicago-O'Hare Airport

*Strike:*

| *Code* | |
|---|---|
| 8654—7015 | $14,856 |

*Insert:*

| *Code* | |
|---|---|
| 8654—7015 | $20,928.00. |

Alderman Keane moved to *Lay each of the foregoing Amendments on the Table.* The motion to Lay on the Table *Prevailed.*

—

Alderman O'Rourke presented the following amendment:

> Amend the Appropriation Ordinance by adding the following section:
>
> As a condition of employment and as a condition of the receipt of any salary or wages under this ordinance commencing March 15, 1970, each city employee shall file a written report with the head of his department on or before March 15, June 15, September 15, and December 15, 1969, reporting all other employment he has had and all business he has engaged in during the first three months of the three and one-half months preceding said dates, respectively. The Civil Service Commission may prescribe the forms on which such reports shall be made.

Alderman Keane then moved to *Amend* the foregoing proposed amendment by adding certain language indicated in Italics, as follows:

> As a condition of employment and as a condition of the receipt of any salary or wages under this ordinance commencing March 15, 1970, each city employee *and each alderman* shall file a written report with the head of his department *and in the case of the aldermen file with the City Clerk* on or before March 15, June 15, September 15, and December 15, 1969, reporting all other employment he has had and all business he has engaged in during the first three months of the three and one-half months preceding said dates, respectively. The Civil Service Commission may prescribe the forms on which such reports shall be made.

Alderman Holman moved to *Refer the foregoing proposed amendment, as amended, to the Committee on Finance.* The motion to Refer *Prevailed.*

Aldermen Sperling, Despres, Rayner, Bohling, Cousins, Staszcuk, Simon, Scholl, McCutcheon, Singer, Hoellen and O'Rourke presented the following amendment:

To amend said Appropriation Ordinance for 1970 by adding the following paragraph after the last sentence of Section 6 thereof:

> "The Mayor shall submit to the corporate authorities and include in his Executive Budget hereafter all funds received or administered, from grant funds, either from the State of Illinois or from the United States of America, and the objects and purposes for which such funds are to be expended, in like manner as funds are otherwise appropriated by the corporate authorities, and submitted in the Mayor's Executive Budget as provided in Article 8-2-1 to Article 8-2-8 of Chapter 24 of the Illinois Revised Statutes 1967 (State Bar Association Edition)."

Alderman Keane moved to *Refer the foregoing proposed amendment to the Committee on Finance.* The motion to Refer *Prevailed.*

Alderman Keane thereupon moved that the City Council *Pass* the pending proposed Annual Appropriation Ordinance for the Year 1970 (being the Budget Document for the Year 1970 as revised and amended by the City Council).

The motion *Prevailed* and said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Metcalfe, Holman, Bohling, Lupo, Buchanan, Bilandic, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Singer, Fifielski, Kerwin, Wigoda—36.

*Nays*—Aldermen Despres, Rayner, Cousins, Staszcuk, Scholl, McCutcheon, Hoellen, O'Rourke, Sperling—9.

The following pages of the Annual Appropriation Ordinance for the Year 1970, numbered 1 through 570, are incorporated in this Journal of the Proceedings and will be known as pages 6638-1 through 6638-570 (for reference purposes):

## THE ANNUAL APPROPRIATION ORDINANCE OF THE CITY OF CHICAGO FOR THE YEAR 1970.

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The following sums of money set apart according to departments and other separate agencies of the City government are appropriated from the respective funds designated in this ordinance for the objects and purposes stated herein to defray necessary expenses and liabilities of the City of Chicago to be paid or incurred during the fiscal year beginning January 1, 1970.

SECTION 2. The estimates of current assets and liabilities as of January 1, 1970, the estimates of the amounts of such assets and of the revenues of 1970 available for appropriation, the amounts appropriated, the objects and purposes of such appropriations and the salary rates of all City officers and employees are shown in detail hereinafter.

SECTION 3. In any appropriation where three asterisks (***) appear immediately after the department code number, expenditures thereunder shall be accounted for under statutory standard accounts, as expended, designating objects and purposes of operation and administration.

SECTION 4. Included in the appropriation for Personal Services in applicable departments, bureaus and agencies is an account appearing as Code No. ".015 Schedule Salary Adjustments" provided for the purpose of implementing the compensation plan for classified city employees adopted by the City Council, the Salary Schedules of which plan, class grades one to twenty-one, both inclusive, are made a part hereof. The amounts set up under account .015 for "Schedule Salary Adjustments" are for the adjustment of Salaries (a) of all employees who are at the entrance rate indicated in the schedule for the grade level of their positions and who after six months of satisfactory service are entitled to a salary increase under Schedule B; (b) of employees who are entitled to adjustments to Intermediate Rates or Maximum Rates prescribed in Schedule B for the grade level of his position after completing the additional twelve month periods indicated; and (c) of employees who are entitled to salary adjustments under Schedule C after completing the periods of service specified in said Schedule C; and (d) base salary schedules for uniformed Firefighters and Sworn Police Personnel, as set forth in Schedule D; and (e) Base salary schedules for Registered Nurses as set forth in Schedule S and longevity schedule as set forth in Schedule T; and (f) Base salary schedules for Physicians as set forth in Schedule E; and (g) Base salary schedule for Technical Employees as set forth in Schedule G and defined in the classification and pay plan as adopted by the Civil Service Commission. The class grade for each class of positions is specified in Schedule A-1 Civil Service Rule 1—Classified Positions; Schedule A-3—Law Department; and Schedule A-4—Board of Election Commissioners as on file at Civil Service Commission. Classification and compensation plan for city employees, adopted by the City Council, is by reference thereto incorporated herein and made a part thereof.

SECTION 5. The appropriations for liabilities at January 1, 1970, shall not be construed as approval of any such liabilities, but shall be regarded only as appropriations for the payment thereof when they have been found to be valid and legal obligations against the City of Chicago and have been properly vouchered and audited.

SECTION 6. The appropriations herein made for personal services shall be regarded as maximum amounts to be expended from such appropriations. Such expenditures shall be further limited to employment of personnel only as needed, or as may be required by law, not to exceed the specified maximum number designated in this ordinance for any office or position by title. When there is no limitation as to the maximum number that may be employed for any office or position by title, one or more persons may be employed regardless of whether such title is printed in the singular or plural. The salary or wage rate fixed shall be regarded as the maximum salary or wage rate for the respective offices or positions; provided that wage rates fixed on a daily, weekly or monthly basis are subject to change by the City Council during the fiscal year in accordance with the prevailing wage rates in private employment for such employees. The salary or wage rates fixed are on a yearly basis unless otherwise indicated. Abbreviations or symbols used in this ordinance are as follows: m. monthly; w. weekly; d. daily; h. hourly; v. visits.

No officer or employee shall have the right to demand continuous employment or compensation by reason of any appropriation if it becomes necessary to lay him off on account of lack of work or lack of funds. In case of a vacancy in any office or position, the head of a department in which the vacancy occurs shall not be required to fill such office or position if, in his judgment and discretion, there is no necessity therefor.

On or before the first day of August 1970, and on or before the first day of February, 1971, the head or acting head of each department, commission, or board covered by this ordinance shall file with the City Comptroller for public inspection, a report showing all federal funds received or administered by it during the preceding months of January through June and the months of July through December, respectively, the amounts disbursed, purposes for which disbursements were made and a list of any pending applications for federal grants of credits or funds to his department, commission or board.

The report shall include funds received or administered (1) directly from the federal government and (2) from the State of Illinois as a grant or disbursement made out of federal funds or grants.

A department head whose department receives or administers no federal funds shall be deemed to satsify this requirement by filing a report stating that fact, which report shall be deemed to continue in effect as a continuing report of no federal funds until such time as there is a change.

SECTION 7. Any employee who is required and is authorized to use his personally owned automobile regularly in the conduct of official City business shall be allowed and paid uniform monthly rates on the basis of the number of miles per month use of such privately owned automobile, according to the following:

| *Miles Per Month* | *Monthly Rates* | *Miles Per Month* | *Monthly Rates* |
|---|---|---|---|
| 1 to 100 | $ 0.13 to $12.50 | 701 to 800 | $66.56 to $72.00 |
| 101 to 200 | 12.62 to 24.00 | 801 to 900 | 72.05 to 76.50 |
| 201 to 300 | 24.11 to 34.50 | 901 to 1,000 | 76.54 to 80.00 |
| 301 to 400 | 34.60 to 44.00 | Over 1,000 | 80.00 plus $0.08 per mile to a maximum of $90.00. |
| 401 to 500 | 44.09 to 52.50 | | |
| 501 to 600 | 52.58 to 60.00 | | |
| 601 to 700 | 60.07 to 66.50 | | |

Any employee who is authorized by his department head to use his personally owned automobile on occasional trips within or outside the City in the conduct of City business shall be paid a mileage allowance at the rate of $0.08 per mile.

# Estimates of assets and liabilities as of January 1, 1970 and estimates of the amount of such assets and revenues which are appropriable for the year 1970.

## ESTIMATE NO. 1

### CORPORATE PURPOSES FUND

| | | |
|---|---|---|
| Current assets at January 1, 1970—appropriable | | $ 37,303,192.00 |
| Cash | $ 4,824,000.00 | |
| Accounts receivable | 3,100,000.00 | |
| Net taxes receivable from levies of prior years (per Schedule No. 1) | 29,379,192.00 | |
| Liabilities at January 1, 1970, to be appropriated: | | |
| Accounts payable | | 25,476,042.00 |
| Surplus (net current assets) at January 1, 1970. | | 11,827,150.00 |
| Revenue of year 1970—appropriable | | 410,601,472.00 |
| Tax Levy of year 1970 | 203,165,539.00 | |
| Other revenue | 207,435,933.00 | |
| Total appropriable for charges and expenditures (exclusive of liabilities at January 1, 1970) | | $422,428,622.00 |

### ESTIMATES OF CORPORATE REVENUE FOR 1970 OTHER THAN FROM PROPERTY TAXES

**Taxes**

| | |
|---|---|
| Department of Finance: | |
| Payments in Lieu of Taxes | $ 660,000.00 |
| Municipal Retailers Occupation Tax | 65,550,000.00 |
| Municipal Public Utilities Tax | 30,050,000.00 |
| Compensation—Public Utilities | 26,500,000.00 |
| Amusement Tax | 1,550,000.00 |
| Foreign Fire Insurance Tax | 910,000.00 |
| State Income Tax | 21,131,000.00 |

**Licenses and Permits**

| | |
|---|---|
| City Clerk: | |
| Licenses—Miscellaneous | 5,300,000.00 |
| Licenses—Beverages | 7,320,000.00 |
| Licenses—Other | 35,000.00 |
| City Collector: | |
| Liquor License Advertising Fee | 6,000.00 |
| Prior Period Licenses | 16,500.00 |
| Department of Police: | |
| Permits and Certificates | 58,500.00 |
| Department of Fire: | |
| Permits and Certificates | 13,000.00 |
| Building Department: | |
| Building Permits and License Fees | 1,475,000.00 |
| Department of Steam Boilers: | |
| Permits and Licenses | 165,000.00 |
| Boards of Examiners—Certificates | 151,000.00 |
| Public Vehicle License Commission: | |
| Public Passenger Vehicle Licenses | 290,000.00 |
| License Operators of Public Motor Vehicles | 55,000.00 |
| Department of Streets and Sanitation: | |
| Bureau of Parking—Parking Meter Collections (PD) | 190,000.00 |
| Bureau of Streets—Miscellaneous Permits. | 150,000.00 |
| Bureau of Electricity—License | 23,000.00 |

**Fines, Forfeits and Penalties**

| | |
|---|---|
| Clerk of the Municipal Court— | |
| Fines and Forfeits | 13,400,000.00 |

**Estimate No. 1—Continued**

## ESTIMATES OF CORPORATE REVENUE FOR 1970 OTHER THAN FROM PROPERTY TAXES—Continued

### Revenue from the Use of Money and Property

| | |
|---|---|
| Department of Finance: | |
| Compensation—Use of Public Property | $ 364,000.00 |
| Leases and Rents | 85,000.00 |
| Interest | 285,000.00 |
| Department of Streets and Sanitation: | |
| Bureau of Electricity—Leases and Rents | 21,500.00 |

### Revenue from Other Agencies

| | |
|---|---|
| Department of Finance: | |
| Reimbursements from Other Funds: | |
| City Transit Fund | 15,000.00 |
| Forestry Fund | 25,000.00 |
| Motor Fuel Tax Fund | 400,000.00 |
| Vehicle Tax Fund | 9,697,300.00 |
| Water Fund | 2,537,800.00 |
| Parking Revenue Fund | 605,000.00 |
| O'Hare Airport Revenue Fund | 5,282,283.00 |
| Special Assessment Fund | 110,000.00 |

### Charges for Current Services

| | |
|---|---|
| Zoning Board of Appeals—Fees | 13,000.00 |
| Committee on Buildings and Zoning—Fees | 13,750.00 |
| Municipal Reference Library—Sales | 200.00 |
| Department of Finance—City Markets | 5,600.00 |
| Civil Service Commission—Examination Fees | 50,000.00 |
| Board of Health—Birth and Death Certificates | 370,000.00 |
| Inspection Fees and Other | 50,000.00 |
| Building Department: | |
| Multiple Dwelling Registration | 1,000.00 |
| Building Inspection | 326,000.00 |
| Elevator Inspection | 370,000.00 |
| Ventilation Inspection | 407,000.00 |
| Electrical Inspection | 1,975,000.00 |
| Other Inspection | 110,000.00 |
| Department of Steam Boilers: | |
| Boiler and Refrigeration Inspection | 855,000.00 |
| Department of Consumer Sales, | |
| Weights and Measures: Inspection | 80,000.00 |
| Department of Air Pollution Control: | |
| Inspection | 545,000.00 |
| Public Vehicle License Commission: | |
| Taximeter Inspection | 28,000.00 |
| Department of Public Works: | |
| Bureau of Maps and Plats—Fees | 7,000.00 |
| Telephone Commissions | 35,000.00 |
| Bureau of Engineering | 170,000.00 |
| Board of Local Improvements | 9,000.00 |
| Department of Streets and Sanitation: | |
| Bureau of Streets: Driveway Inspection | 600,000.00 |
| Bureau of Sanitation: Sale of Steam | 210,000.00 |
| Other | 95,000.00 |
| Bureau of Electricity: Reimbursements | 70,000.00 |
| Department of Consumer Sales, | |
| Weights and Measures: Reimbursements | 45,000.00 |
| Department of Law: Reimbursements | 85,000.00 |
| Board of Election Commissioners: | |
| Reimbursements | 500.00 |
| Department of Police—Services and Other | 250,000.00 |
| Security Service, Water Purification Plants | 125,000.00 |
| State Grant for Police Training | 750,000.00 |
| Department of Fire—Services and Other | 70,000.00 |

**Estimate No. 1—Continued**

## ESTIMATES OF CORPORATE REVENUE FOR 1970 OTHER THAN FROM PROPERTY TAXES—Continued

| | |
|---|---|
| **Municipal Utilities and Other Enterprises** | |
| Department of Aviation: | |
| Chicago Midway Airport | $ 2,150,000.00 |
| Meigs Field | 160,000.00 |
| Department of the Port of Chicago: | |
| Docking Fees and Permits | 75,000.00 |
| Wharfing Fees and Permits | 50,000.00 |
| Leases and Rents—City Real Estate | 620,000.00 |
| Sale of Power and Heat | 35,000.00 |
| Miscellaneous | 15,000.00 |
| Reimbursements of expense | 150,000.00 |
| **Other Revenue** | |
| Department of Finance: | |
| Vacation of Streets and Alleys | 1,500,000.00 |
| Sale of Land and Buildings | 125,000.00 |
| Other | 155,000.00 |
| Department of Purchases: | |
| Sale of Old Material | 175,000.00 |
| Department of Streets and Sanitation: | |
| Bureau of Street Traffic—Signs and Other | 78,000.00 |
| Total Other Revenue—Corporate Purposes Fund | $207,435,933.00 |

## ESTIMATE NO. 2.

### WATER FUND

| | | |
|---|---|---|
| Current assets at January 1, 1970—appropriable: | | $12,370,000.00 |
| Cash | $ 7,870,000.00 | |
| Accrued revenue | 3,200,000.00 | |
| Accounts receivable | 1,300,000.00 | |
| Liabilities at January 1, 1970—to be appropriated: | | 8,370,000.00 |
| Accounts payable and contract liabilities | 7,260,000.00 | |
| Accrued interest | 1,110,000.00 | |
| Surplus (net current assets) at January 1, 1970 | | 4,000,000.00 |
| Revenue of year 1970—appropriable: | | 72,500,000.00 |
| Water Rates | 71,695,000.00 | |
| Bureau of Sewers | 350,000.00 | |
| Miscellaneous and other | 455,000.00 | |
| Total appropriable for charges and expenditures (exclusive of liabilities at January 1, 1970) | | $76,500,000.00 |

## ESTIMATE NO. 3.

### WATER WORKS SYSTEM CERTIFICATES OF INDEBTEDNESS FUND

| | |
|---|---|
| Current assets at January 1, 1970—appropriable: | |
| Cash | $ 500,000.00 |
| Proceeds from proposed sales of certificates | 25,000,000.00 |
| Total | 25,500,000.00 |
| Liabilities at January 1, 1970—to be appropriated: | |
| Accounts payable and contract liabilities | 7,000,000.00 |
| Total appropriable for charges and expenditures (exclusive of liabilities at January 1, 1970) | $18,500,000.00 |

## ESTIMATE NO. 4.

### VEHICLE TAX FUND

| | | |
|---|---|---|
| Current assets at January 1, 1970—appropriable: | | $ 4,523,635.00 |
| Cash | $ 3,773,635.00 | |
| Accounts receivable | 750,000.00 | |
| Liabilities at January 1, 1970—to be appropriated: | | |
| Accounts payable | | 3,990,000.00 |
| Surplus (net current assets) at January 1, 1970 | | 533,635.00 |
| Revenue of year 1970—appropriable: | | 28,549,000.00 |
| Vehicle licenses | 27,825,000.00 | |
| Reimbursement from Motor Fuel Tax Fund | 180,000.00 | |
| Reimbursement for State highway maintenance | 205,000.00 | |
| Reimbursement for Street Restoration | 190,000.00 | |
| Utility Companies—Inspection Fees | 118,000.00 | |
| Other revenue | 31,000.00 | |
| Revenue from towing and sale of junked automobiles | | 1,700,000.00 |
| Total appropriable for charges and expenditures (exclusive of liabilities at January 1, 1970) | | $30,782,635.00 |

## ESTIMATE NO. 5.

### MOTOR FUEL TAX FUND

| | | |
|---|---|---|
| Current assets at January 1, 1970—appropriable: | | $26,900,000.00 |
| Cash | $19,420,000.00 | |
| Cash receivable from State | 7,480,000.00 | |
| Liabilities at January 1, 1970—to be appropriated: | | |
| Accounts payable and allotment commitments | | 6,900,000.00 |
| Surplus (net current assets) at January 1, 1970 | | 20,000,000.00 |
| Revenue of year 1970—appropriable: | | 32,700,000.00 |
| Distributive share of State Motor Fuel Tax | 30,600,000.00 | |
| Interest and other | 2,100,000.00 | |
| Total appropriable for charges and expenditures (exclusive of liabilities at January 1, 1970) | | $52,700,000.00 |

## ESTIMATE NO. 6.

### CIVIL DEFENSE FUND

| | | |
|---|---|---|
| Current assets at January 1, 1970—appropriable: | | $ 192,000.00 |
| Cash and receivables | $ 153,131.00 | |
| Net taxes receivable from levies of prior years (per Schedule No. 1) | 38,869.00 | |
| Liabilities at January 1, 1970—to be appropriated: | | |
| Accounts payable | | 10,000.00 |
| Surplus (net current assets) at January 1, 1970 | | 182,000.00 |
| Revenue of year 1970—appropriable: | | |
| Tax levy of year 1970 | | 205,000.00 |
| Total appropriable for charges and expenditures (exclusive of liabilities at January 1, 1970) | | $ 387,000.00 |

## ESTIMATE NO. 7.

### FORESTRY FUND

| | | |
|---|---|---|
| Current assets at January 1, 1970—appropriable: | | $ 1,670,000.00 |
| Cash | $ 427,055.00 | |
| Net taxes receivable from levies of prior years (per Schedule No. 1) | 1,242,945.00 | |
| Liabilities at January 1, 1970—to be appropriated: | | |
| Accounts payable | | 426,000.00 |
| Surplus (net current assets) at January 1, 1970 | | 1,244,000.00 |
| Revenue of year 1970—appropriable: | | |
| Tax levy of year 1970 | | 5,721,000.00 |
| Total appropriable for charges and expenditures (exclusive of liabilities at January 1, 1970) | | $ 6,965,000.00 |

**ESTIMATE NO. 8.**

## LIBRARY FUND—BUILDINGS AND SITES

| | | |
|---|---|---|
| Current assets at January 1, 1970—appropriable: | | $ 771,676.00 |
| Cash | $ 618,904.00 | |
| Net taxes receivable from levies of prior years (per Schedule No. 1) | 152,772.00 | |
| Liabilities at January 1, 1970—to be appropriated: | | |
| Accounts payable and contract liabilities | | 300,000.00 |
| Surplus (net current assets) at January 1, 1970 | | 471,676.00 |
| Revenue of year 1970—appropriable: | | 2,388,000.00 |
| Tax levy of year 1970 | 2,288,000.00 | |
| Reimbursements from Federal and State Funds | 100,000.00 | |
| Total appropriable for charges and expenditures (exclusive of liabilities at January 1, 1970) | | $ 2,859,676.00 |

**ESTIMATE NO. 9.**

## LIBRARY FUND—MAINTENANCE AND OPERATION

| | | |
|---|---|---|
| Current assets at January 1, 1970—appropriable: | | $ 3,212,856.00 |
| Cash | $ 1,302,124.00 | |
| Net taxes receivable from levies of prior years (per Schedule No. 1) | 1,910,732.00 | |
| Liabilities at January 1, 1970—to be appropriated: | | |
| Accounts payable and contract liabilities | | 650,000.00 |
| Surplus (net current assets) at January 1, 1970 | | 2,562,856.00 |
| Revenue of year 1970—appropriable: | | 11,817,668.00 |
| Tax levy of year 1970 | 11,442,668.00 | |
| Miscellaneous receipts | 45,000.00 | |
| Fine receipts | 330,000.00 | |
| Total appropriable for charges and expenditures (exclusive of liabilities at January 1, 1970) | | $14,380,524,00 |

**ESTIMATE NO. 10.**

## MUNICIPAL TUBERCULOSIS SANITARIUM FUND

| | | |
|---|---|---|
| Current assets at January 1, 1970—appropriable: | | $ 2,893,000.00 |
| Cash | $ 450,835.00 | |
| Accounts receivable | 780,000.00 | |
| Net taxes receivable from levies of prior years (per Schedule No. 1) | 1,662,165.00 | |
| Liabilities at January 1, 1970—to be appropriated: | | |
| Accounts payable | | 400,000.00 |
| Surplus (net current assets) at January 1, 1970 | | 2,493,000.00 |
| Revenue of year 1970—appropriable: | | 8,630,000.00 |
| Tax levy of year 1970 | 7,500,000.00 | |
| Grants from State | 1,000,000.00 | |
| Medicare | 100,000.00 | |
| Other revenue | 30,000.00 | |
| Total appropriable for charges and expenditures (exclusive of liabilities at January 1, 1970) | | $11,123,000.00 |

**ESTIMATE NO. 11.**

## MUNICIPAL HOTEL OPERATORS' OCCUPATION TAX FUND

| | |
|---|---|
| Currents assets at January 1, 1970—appropriable: .... | $ 34,000.00 |
| Revenue of year 1970—appropriable: | |
| Revenue from Municipal Hotel Operators' Occupation Tax .......................... | 995,000.00 |
| Total appropriable for charges and expenditures (exclusive of liabilities at January 1, 1970) ........ | $ 1,029,000.00 |

**ESTIMATE NO. 12.**

## JUDGMENT TAX FUND

| | | |
|---|---|---|
| Current assets at January 1, 1970—appropriable:...... | | $ 670,500.00 |
| Cash .......................................... | $ 35,053.00 | |
| Net taxes receivable from levies of prior years (per Schedule No. 1) .......................... | 635,447.00 | |
| Revenue of year 1970—appropriable: | | |
| Tax levy of year 1970 .......................... | | 4,500,000.00 |
| Total appropriable for payment of judgments and interest ...................................... | | $ 5,170,500.00 |
| Liabilities at January 1, 1970—to be appropriated:..... | | |
| Judgments and interest payable .................. | | $ 5,170,500.00 |

**ESTIMATE NO. 13.**

## GENERAL OBLIGATION BOND FUNDS

### Estimate of Appropriable Resources for year 1970

| | Available Cash and Receivables | Unsold Bonds | Total Resources | Contract Liabilities at Jan. 1, 1970 | Amounts Appropriable for 1970 |
|---|---|---|---|---|---|
| Slum Clearance—1957 ........... | $ 996,500. | $ ......... | $ 996,500. | $ 50,000. | $ 946,500. |
| Community Redevelopment—1966. | 306,200. | 30,000,000. | 30,306,200. | 300,000. | 30,006,200. |
| Refuse Disposal—1953 ........... | 14,202. | 535,000. | 549,202. | 14,202. | 535,000. |
| Refuse Disposal—1957 ............ | 34,482. | ......... | 34,482. | 34,482. | ......... |
| Garbage and Refuse Disposal—1966 | 3,034,809. | 7,000,000. | 10,034,809. | 10,034,809. | ......... |
| Alley and Street Lighting System—1966 ................. | —(174,634.) | 2,000,000. | 1,825,366. | 925,366. | 900,000. |
| Municipal Buildings—1966 ........ | 1,425,000. | 17,500,000. | 18,925,000. | 1,800,000. | 17,125,000. |
| Bridge, Grade Separation and Viaduct—1959 ................ | 188,000. | ......... | 188,000. | 88,000. | 100,000. |
| Superhighway—1947 ............ | 975,000. | ......... | 975,000. | ......... | 975,000. |
| Superhighway—1952 ............. | 725,000. | ......... | 725,000. | 75,000. | 650,000. |
| Subway—1952 .................. | ......... | 500,000. | 500,000. | ......... | 500,000. |
| Public Transportation—1966 ...... | ......... | 6,500,000. | 6,500,000. | ......... | 6,500,000. |
| Sewer—1966 ..................... | —(1,700,000.) | 15,500,000. | 13,800,000. | 5,400,000. | 8,400,000. |
| TOTALS ..................... | $ 5,824,559. | $ 79,535,000. | $ 85,359,559. | $ 18,721,859. | $ 66,637,700. |

Note: Amounts Appropriable includes 1969 Receivables and 1970 Credits and Reimbursements.

### ESTIMATE NO. 14.

### BOND REDEMPTION AND INTEREST FUND

| | |
|---|---|
| Revenue of year 1970—appropriable: | |
| Tax levy of year 1970 to meet bond and interest requirements | $40,714,753.00 |

### ESTIMATE NO. 15.

### CITY RELIEF FUND

| | | |
|---|---|---|
| Current assets at January 1, 1970—appropriable: | | $ 2,422,569.00 |
| Cash | $ 5,336.00 | |
| Net taxes receivable from levies of prior years (per Schedule No. 1) | 2,417,233.00 | |
| Revenue of year 1970—appropriable: | | |
| Tax levy of year 1970 | | 11,442,660.00 |
| Total appropriable for charges and expenditures (exclusive of liabilities at January 1, 1970) | | $13,865,229.00 |

### ESTIMATE NO. 16.

### MUNICIPAL EMPLOYES' ANNUITY AND BENEFIT FUND

| | |
|---|---|
| Revenue of year 1970—appropriable: | |
| Tax levy of year 1970 | $15,118,000.00 |

### ESTIMATE NO. 17.

### LABORERS' AND RETIREMENT BOARD EMPLOYES' ANNUITY AND BENEFIT FUND

| | |
|---|---|
| Revenue of year 1970—appropriable: | |
| Tax levy of year 1970 | $ 4,485,000.00 |

### ESTIMATE NO. 18.

### POLICEMEN'S ANNUITY AND BENEFIT FUND

| | |
|---|---|
| Revenue of year 1970—appropriable: | |
| Tax levy of year 1970 | $13,047,000.00 |

### ESTIMATE NO. 19.

### FIREMEN'S ANNUITY AND BENEFIT FUND

| | |
|---|---|
| Revenue of year 1970—appropriable: | |
| Tax levy of year 1970 | $10,017,000.00 |

### ESTIMATE NO. 20.

### PARK EMPLOYES' ANNUITY AND BENEFIT FUND

| | |
|---|---|
| Revenue of year 1970—appropriable: | |
| Tax levy of year 1970 | $ 60,000.00 |

## ESTIMATE NO. 21.

### CALUMET SKYWAY REVENUE FUND

| | |
|---|---|
| Current assets at January 1, 1970—appropriable: | |
| Cash | $ 820,000.00 |
| Liabilities at January 1, 1970—to be appropriated: | |
| Accounts payable | 150,000.00 |
| Surplus (net current assets) at January 1, 1970 | 670,000.00 |
| Revenue of year 1970—appropriable: | |
| Revenue from operation of Calumet Skyway Toll Road | 4,160,000.00 |
| Total appropriable for charges and expenditures (exclusive of liabilities at January 1, 1970) | $ 4,830,000.00 |

## ESTIMATE NO. 22.

### PARKING REVENUE FUND

| | | |
|---|---|---|
| Current assets at January 1, 1970—appropriable: | | $ 4,861,200.00 |
| Cash and securities | $ 4,561,200.00 | |
| Accounts receivable | 300,000.00 | |
| Liabilities at January 1, 1970—to be appropriated: | | |
| Accounts payable and contract liabilities | | 600,000.00 |
| Surplus (net current assets) at January 1, 1970 | | 4,261,200.00 |
| Revenue of year 1970—appropriable: | | 8,360,000.00 |
| On-street parking meter collections | 3,210,000.00 | |
| Off-street parking revenue | 4,800,000.00 | |
| Interest | 300,000.00 | |
| Reimbursement from Corporate Fund | 50,000.00 | |
| Total appropriable for charges and expenditures (exclusive of liabilities at January 1, 1970) | | $12,621,200.00 |

## ESTIMATE NO. 23.

### CHICAGO-O'HARE INTERNATIONAL AIRPORT REVENUE FUND

| | |
|---|---|
| Current assets at January 1, 1970—appropriable: | |
| Cash and accounts receivable | $ 1,500,000.00 |
| Liabilities at January 1, 1970—to be appropriated: | |
| Accounts payable | 1,500,000.00 |
| Surplus (net current assets) at January 1, 1970 | -0- |
| Revenue of year 1970—appropriable: | |
| Revenue from operation of Airport | 49,000,000.00 |
| Total appropriable for charges and expenditures (exclusive of liabilities at January 1, 1970) | $49,000,000.00 |

## ESTIMATE NO. 24.

### CHICAGO-OHARE INTERNATIONAL AIRPORT REVENUE BONDS

| | |
|---|---|
| Current assets at January 1, 1970—appropriable: | |
| Cash and securities | $ 10,945,000.00 |
| Liabilities at January 1, 1970—to be appropriated: | |
| Accounts payable and contract liabilities | 5,500,000.00 |
| Total appropriable for charges and expenditures (exclusive of liabilities at January 1, 1970) | $ 5,445,000.00 |

## ESTIMATE NO. 25.

### CITY TRACTION FUND

| | |
|---|---|
| Current assets at January 1, 1970—appropriable: | |
| Cash | $ 420,000.00 |

## ESTIMATE NO. 26.

### CITY TRANSIT FUND

| | | |
|---|---|---|
| Current assets at January 1, 1970—appropriable: | | $ 703,000.00 |
| Cash and reimbursements receivable | $ 653,000.00 | |
| Accounts receivable | 50,000.00 | |
| Liabilities at January 1, 1970—to be appropriated: | | |
| Accounts payable | | 30,000.00 |
| Surplus (net current assets) at January 1, 1970 | | 673,000.00 |
| Revenue of year 1970—appropriable: | | |
| Reimbursement from Chicago Transit Authority for subway fixed transportation equipment | | 586,760.00 |
| Total appropriable for charges and expenditures (exclusive of liabilities at January 1, 1970) | | $ 1,259,760.00 |

**SCHEDULE NO. 1**

## SCHEDULE OF ESTIMATE OF NET TAXES RECEIVABLE

### AS OF JANUARY 1, 1970

| Year of Levy | Taxes Extended | Cash Received* | Reserve for Loss & Cost | Net Taxes Receivable |
|---|---|---|---|---|
| **CORPORATE PURPOSES FUND:** | | | | |
| 1960 | $ 87,012,063 | $ 78,172,364 | $ 8,701,206 | $ 138,493 |
| 1961 | 111,693,735 | 103,247,310 | 8,377,030 | 69,395 |
| 1962 | 111,414,534 | 101,652,025 | 9,470,235 | 292,274 |
| 1963 | 106,154,988 | 97,138,081 | 8,757,787 | 259,120 |
| 1964 | 109,232,660 | 99,683,591 | 9,284,776 | 264,293 |
| 1965 | 109,222,989 | 97,945,807 | 10,922,299 | 354,883 |
| 1966 | 122,494,287 | 110,167,706 | 11,636,957 | 689,624 |
| 1967 | 127,347,976 | 109,725,562 | 12,734,975 | 4,887,439 |
| 1968 | 144,548,825 | 122,866,502 | 14,454,882 | 7,227,441 |
| 1969 | 196,488,300 | 161,643,240† | 19,648,830 | 15,196,230 |
| Totals | $1,225,610,357 | $1,082,242,188 | $113,988,977 | $29,379,192 |
| **CIVIL DEFENSE FUND:** | | | | |
| 1962 | $ 229,939 | $ 209,791 | $ 19,545 | $ 603 |
| 1963 | 229,936 | 210,404 | 18,970 | 562 |
| 1964 | 124,932 | 114,010 | 10,619 | 303 |
| 1965 | 124,980 | 112,077 | 12,498 | 405 |
| 1968 | 119,919 | 101,931 | 11,992 | 5,996 |
| 1969 | 250,000 | 194,000 | 25,000 | 31,000 |
| Totals | $ 1,079,706 | $ 942,213 | $ 98,624 | $ 38,869 |
| **FORESTRY FUND:** | | | | |
| 1960 | $ 4,898,956 | $ 4,401,263 | $ 489,896 | $ 7,797 |
| 1961 | 5,199,997 | 4,806,766 | 389,999 | 3,232 |
| 1962 | 5,209,992 | 4,753,476 | 442,849 | 13,667 |
| 1963 | 4,599,896 | 4,209,176 | 379,491 | 11,229 |
| 1964 | 4,899,964 | 4,471,611 | 416,497 | 11,856 |
| 1965 | 4,899,920 | 4,394,006 | 489,992 | 15,922 |
| 1966 | 4,899,930 | 4,406,850 | 465,493 | 27,587 |
| 1967 | 4,899,967 | 4,221,910 | 489,997 | 188,060 |
| 1968 | 5,491,909 | 4,668,123 | 549,191 | 274,595 |
| 1969 | 5,660,000 | 4,405,000 | 566,000 | 689,000 |
| Totals | $ 50,660,531 | $ 44,738,181 | $ 4,679,405 | $ 1,242,945 |
| **PUBLIC LIBRARY MAINTENANCE AND OPERATION FUND:** | | | | |
| 1960 | $ 6,927,916 | $ 6,224,098 | $ 692,792 | $ 11,026 |
| 1961 | 6,945,983 | 6,420,718 | 520,949 | 4,316 |
| 1962 | 7,386,909 | 6,739,644 | 627,887 | 19,378 |
| 1963 | 7,799,994 | 7,137,456 | 643,500 | 19,038 |
| 1964 | 8,042,990 | 7,339,876 | 683,654 | 19,460 |
| 1965 | 8,235,906 | 7,385,555 | 823,591 | 26,760 |
| 1966 | 8,249,993 | 7,419,796 | 783,749 | 46,448 |
| 1967 | 8,449,964 | 7,280,657 | 844,996 | 324,311 |
| 1968 | 8,999,889 | 7,649,905 | 899,989 | 449,995 |
| 1969 | 9,000,000 | 7,110,000 | 900,000 | 990,000 |
| Totals | $ 80,039,544 | $ 70,707,705 | $ 7,421,107 | $ 1,910,732 |
| **PUBLIC LIBRARY BUILDINGS AND SITES FUND:** | | | | |
| 1960 | $ 621,912 | $ 558,732 | $ 62,191 | $ 989 |
| 1961 | 651,921 | 602,622 | 48,894 | 405 |
| 1962 | 734,944 | 670,546 | 62,470 | 1,928 |
| 1963 | 409,956 | 375,133 | 33,821 | 1,002 |
| 1964 | 447,769 | 408,626 | 38,060 | 1,083 |
| 1965 | 449,951 | 403,494 | 44,995 | 1,462 |
| 1966 | 614,894 | 553,017 | 58,415 | 3,462 |
| 1967 | 649,910 | 559,976 | 64,991 | 24,943 |
| 1968 | 649,944 | 552,452 | 64,994 | 32,498 |
| 1969 | 800,000 | 635,000 | 80,000 | 85,000 |
| Totals | $ 6,031,201 | $ 5,319,598 | $ 558,831 | $ 152,772 |
| **MUNICIPAL TUBERCULOSIS SANITARIUM FUND:** | | | | |
| 1960 | $ 7,499,975 | $ 6,738,040 | $ 749,997 | $ 11,938 |
| 1961 | 7,499,917 | 6,932,763 | 562,494 | 4,660 |
| 1962 | 7,499,937 | 6,842,768 | 637,495 | 19,674 |
| 1963 | 7,499,962 | 6,862,907 | 618,747 | 18,308 |
| 1964 | 7,499,949 | 6,844,307 | 637,496 | 18,146 |
| 1965 | 7,499,899 | 6,725,541 | 749,990 | 24,368 |
| 1966 | 7,499,993 | 6,745,270 | 712,499 | 42,224 |
| 1967 | 7,499,947 | 6,462,105 | 749,995 | 287,847 |
| 1968 | 7,499,983 | 6,374,985 | 749,998 | 375,000 |
| 1969 | 7,500,000 | 5,890,000 | 750,000 | 860,000 |
| Totals | $ 74,999,562 | $ 66,418,686 | $ 6,918,711 | $ 1,662,165 |

**Schedule No. 1—Estimate of Net Taxes Receivable—Continued**

| Year of Levy | Taxes Extended | Cash Received* | Reserve for Loss & Cost | Net Taxes Receivable |
|---|---|---|---|---|
| JUDGMENT TAX FUND: | | | | |
| 1960 | $ 1,249,979 | $ 1,122,991 | $ 124,997 | $ 1,991 |
| 1961 | 1,249,986 | 1,155,460 | 93,748 | 778 |
| 1962 | 1,999,976 | 1,824,731 | 169,998 | 5,247 |
| 1963 | 1,899,922 | 1,738,542 | 156,744 | 4,636 |
| 1964 | 1,899,898 | 1,733,811 | 161,491 | 4,596 |
| 1965 | 1,899,960 | 1,703,790 | 189,996 | 6,174 |
| 1966 | 2,999,997 | 2,698,108 | 284,999 | 16,890 |
| 1967 | 2,999,934 | 2,584,802 | 299,993 | 115,139 |
| 1968 | 2,999,924 | 2,549,936 | 299,992 | 149,996 |
| 1969 | 3,000,000 | 2,370,000 | 300,000 | 330,000 |
| Totals | $ 22,199,576 | $ 19,482,171 | $ 2,081,958 | $ 635,447 |
| CITY RELIEF FUND: | | | | |
| 1960 | $ 9,798,643 | $ 8,803,182 | $ 979,864 | $ 15,597 |
| 1961 | 10,410,765 | 9,624,855 | 780,807 | 5,103 |
| 1962 | 10,429,430 | 9,515,569 | 886,502 | 27,359 |
| 1963 | 10,457,485 | 9,569,216 | 862,743 | 25,526 |
| 1964 | 10,494,679 | 9,577,239 | 892,048 | 25,392 |
| 1965 | 10,620,612 | 9,524,042 | 1,062,061 | 34,509 |
| 1966 | 10,668,707 | 9,595,116 | 1,013,527 | 60,064 |
| 1967 | 10,839,496 | 9,339,526 | 1,083,949 | 416,021 |
| 1968 | 10,984,161 | 9,336,537 | 1,098,416 | 549,208 |
| 1969 | 11,320,504 | 8,930,000 | 1,132,050 | 1,258,454 |
| Totals | $ 106,024,482 | $ 93,815,282 | $ 9,791,967 | $ 2,417,233 |

*Cash received for 1969 taxes includes estimates of tax warrants unpaid and interest to be paid as follows:

| | Tax Warrants | Interest | Totals |
|---|---|---|---|
| Corporate Fund | $123,360,000 | $6,275,000 | $129,635,000 |
| Forestry Fund | 4,245,000 | 160,000 | 4,405,000 |
| Public Library M & O Fund | 6,750,000 | 360,000 | 7,110,000 |
| Public Library Building Fund | 600,000 | 35,000 | 635,000 |
| Municipal Tuberculosis Sanitarium Fund | 5,625,000 | 265,000 | 5,890,000 |
| Judgment Tax Fund | 2,250,000 | 120,000 | 2,370,000 |
| City Relief Fund | 8,490,378 | 440,000 | 8,930,378 |
| Civil Defense Fund | 187,500 | 6,500 | 194,000 |
| **Totals** | $151,507,878 | $7,661,500 | $159,169,378 |

†Cash received for the Corporate Fund also includes advances from the Working Cash Fund against 1969 taxes of $32,008,240.00.

## Appropriation for Liabilities at January 1, 1970

For liabilities (including commitments on contracts) at January 1, 1970 in accordance with the estimates thereof for the several funds as follows:

| Estimate No. | | Amounts Appropriated |
|---|---|---|
| 1. | Corporate Fund | $25,476,042.00 |
| 2. | Water Fund | 8,370,000.00 |
| 3. | Water Works System Certificates of Indebtedness Fund. | 7,000,000.00 |
| 4. | Vehicle Tax Fund | 3,990,000.00 |
| 5. | Motor Fuel Tax Fund | 6,900,000.00 |
| 6. | Civil Defense Fund | 10,000.00 |
| 7. | Forestry Fund | 426,000.00 |
| 8. | Library Fund—Buildings and Sites | 300,000.00 |
| 9. | Library Fund—Maintenance and Operation | 650,000.00 |
| 10. | Municipal Tuberculosis Sanitarium Fund | 400,000.00 |
| 12. | Judgment Tax Fund (appropriated for under Appropriations for Expenditures). | |
| 13. | General Obligation Bond Funds | 18,721,859.00 |
| 21. | Calumet Skyway Revenue Fund | 150,000.00 |
| 22. | Parking Revenue Fund | 600,000.00 |
| 23. | O'Hare Airport Revenue Fund | 1,500,000.00 |
| 24. | O'Hare Airport Revenue Bonds | 5,500,000.00 |
| 26. | City Transit Fund | 30,000.00 |
| | Total for liabilities at January 1, 1970 | $80,023,901.00 |

**100—Corporate Fund.**

# Appropriations for expenditures for the fiscal year beginning January 1, 1970 and ending December 31, 1970

## No. 1. CORPORATE PURPOSES FUND—100

### MAYOR'S OFFICE.

| Code | | Amounts Appropriated $ |
|---|---|---|
| 1110.000 | For personal services | 446,238.00 |
| 1110.100 | For contractual services | 16,750.00 |
| 1110.200 | For travel | 5,000.00 |
| 1110.300 | For commodities | 12,000.00 |
| | Total for Mayor's Office—Executive | 479,988.00 |

### Mayor's Committee for Economic and Cultural Development.

| Code | | Amounts Appropriated $ |
|---|---|---|
| 1115.000 | For personal services | 184,495.00 |
| 1115.100 | For contractual services | 15,262.00 |
| 1115.200 | For travel | 3,000.00 |
| 1115.300 | For commodities | 2,500.00 |
| 1115.700 | For contingencies | 700.00 |
| | Total for Mayor's Committee for Economic and Cultural Development | 205,957.00 |

### Mayor's Office of Inquiry and Information.

| Code | | Amounts Appropriated $ |
|---|---|---|
| 1120.000 | For personal services | 79,423.00 |
| 1120.100 | For contractual services | 1,800.00 |
| 1120.300 | For commodities | 4,000.00 |
| 1120.700 | For contingencies | 800.00 |
| | Total for Mayor's Office of Inquiry and Information | 86,023.00 |

### Mayor's Office—Budgetary Division.

| Code | | Amounts Appropriated $ |
|---|---|---|
| 1140.000 | For personal services | 345,354.00 |
| 1140.100 | For contractual services | 69,460.00 |
| 1140.200 | For travel | 7,100.00 |
| 1140.300 | For commodities | 2,500.00 |
| 1140.700 | For contingencies | 500.00 |
| | Total for Budgetary Division | 424,914.00 |

### Mayor's Director of Data Processing—Data Center.

| Code | | Amounts Appropriated $ |
|---|---|---|
| 1150.000 | For personal services | 1,999,620.00 |
| 1150.100 | For contractual services | 1,951,612.00 |
| 1150.200 | For travel | 6,700.00 |
| 1150.300 | For commodities | 90,000.00 |
| 1150.400 | For equipment | 10,000.00 |
| | Total for Mayor's Director of Data Processing—Data Center | 4,057,932.00 |

**100—Corporate Fund.**

**Mayor's Office—(Continued).**

### DEPARTMENT OF INVESTIGATION.

| Code | | Amounts Appropriated<br>$ |
|---|---|---|
| 1168.000 | For personal services | 100,886.00 |
| 1168.100 | For contractual services | 13,680.00 |
| 1168.300 | For commodities | 600.00 |
| 1168.700 | For contingencies | 400.00 |
| 1168.801 | For investigative expenses including the employment of examining lawyers, investigators and other personnel as needed | 23,300.00 |
| | Total for Department of Investigation | 138,866.00 |

**100—Corporate Fund.**

**City Council Committees.**

## CITY COUNCIL.

| Code | | Amounts Appropriated |
|---|---|---|
| | | $ |
| 1210.000 | For personal services | 807,156.00 |
| 1210.200 | For travel | 32,400.00 |
| 1210.801 | For operating expense of the offices of the Aldermen in connection with their official duties | 250,000.00 |
| | Total for City Council | 1,089,556.00 |

## CITY COUNCIL COMMITTEES.

### Committee on Finance.

| | | |
|---|---|---|
| 1230.000 | For personal services | 227,027.00 |
| 1230.100 | For contractual services | 6,300.00 |
| 1230.200 | For travel | 1,425.00 |
| 1230.300 | For commodities | 3,800.00 |
| 1230.700 | For contingencies | 1,500.00 |
| | Total for Committee on Finance | 240,052.00 |

### Committee on Buildings and Zoning.

| | | |
|---|---|---|
| 1224.000 | For personal services | 62,756.00 |
| 1224.100 | For contractual services | 6,334.00 |
| 1224.200 | For travel | 864.00 |
| 1224.300 | For commodities | 1,150.00 |
| 1224.400 | For equipment | 900.00 |
| 1224.700 | For contingencies | 500.00 |
| | Total for Committee on Buildings and Zoning | 72,504.00 |

### Committee on Aviation.

| | | |
|---|---|---|
| 1222.000 | For personal services | 17,843.00 |
| 1222.100 | For contractual services | 50.00 |
| 1222.200 | For travel | 250.00 |
| 1222.300 | For commodities | 50.00 |
| 1222.700 | For contingencies | 2,000.00 |
| | Total for Committee on Aviation | 20,193.00 |

### Committee on Committees and Rules.

| | | |
|---|---|---|
| 1226.000 | For personal services | 22,988.00 |
| 1226.100 | For contractual services | 50.00 |
| 1226.300 | For commodities | 50.00 |
| | Total for Committee on Committees and Rules | 23,088.00 |

### Committee on Forestry and Recreation.

| | | |
|---|---|---|
| 1234.000 | For personal services | 15,324.00 |
| 1234.100 | For contractual services | 160.00 |
| 1234.300 | For commodities | 500.00 |
| | Total for Committee on Forestry and Recreation | 15,984.00 |

**100—Corporate Fund.**

**City Council Committees (Continued).**

### Committee on the Port of Chicago, Wharves and Bridges.

| Code | | Amounts Appropriated<br>$ |
|---|---|---|
| 1236.000 | For personal services | 15,397.00 |
| 1236.100 | For contractual services | 50.00 |
| 1236.300 | For commodities | 50.00 |
| | Total for Committee on the Port of Chicago, Wharves and Bridges | 15,497.00 |

### Committee on Health.

| | | |
|---|---|---|
| 1238.000 | For personal services | 17,917.00 |
| 1238.100 | For contractual services | 214.00 |
| 1238.300 | For commodities | 200.00 |
| | Total for Committee on Health | 18,331.00 |

### Committee on Federal and State Legislation.

| | | |
|---|---|---|
| 1242.000 | For personal services | 15,349.00 |
| 1242.100 | For contractual services | 250.00 |
| 1242.300 | For commodities | 80.00 |
| 1242.801 | Expense in attending Legislative Sessions | 10,000.00 |
| | Total for Committee on Federal and State Legislation | 25,679.00 |

### Committee on Judiciary.

| | | |
|---|---|---|
| 1240.000 | For personal services | 15,191.00 |
| 1240.100 | For contractual services | 250.00 |
| | Total for Committee on Judiciary | 15,441.00 |

### Committee on License.

| | | |
|---|---|---|
| 1244.000 | For personal services | 18,654.00 |
| 1244.300 | For commodities | 500.00 |
| | Total for Committee on License | 19,154.00 |

### Committee on Local Industries, Streets and Alleys.

| | | |
|---|---|---|
| 1246.000 | For personal services | 21,833.00 |
| 1246.100 | For contractual services | 50.00 |
| 1246.300 | For commodities | 150.00 |
| | Total for Committee on Local Industries, Streets and Alleys | 22,033.00 |

### Committee on Local Transportation.

| | | |
|---|---|---|
| 1248.000 | For personal services | 8,713.00 |
| | Total for Committee on Local Transportation | 8,713.00 |

**100—Corporate Fund.**

**City Council Committees (Continued).**

### Committee on Planning and Housing.

| Code | | Amounts Appropriated $ |
|---|---|---|
| 1250.000 | For personal services | 38,059.00 |
| 1250.100 | For contractual services | 50.00 |
| 1250.300 | For commodities | 150.00 |
| 1250.700 | For contingencies | 100.00 |
| | Total for Committee on Planning and Housing | 38,359.00 |

### Committee on Police, Fire, Civil Service, Schools and Municipal Institutions.

| | | |
|---|---|---|
| 1252.000 | For personal services | 15,716.00 |
| 1252.100 | For contractual services | 50.00 |
| 1252.300 | For commodities | 100.00 |
| | Total for Committee on Police, Fire, Civil Service, Schools and Municipal Institutions | 15,866.00 |

### Committee on Cultural and Economic Development.

| | | |
|---|---|---|
| 1254.000 | For personal services | 21,359.00 |
| 1254.200 | For travel | 1,000.00 |
| 1254.300 | For commodities | 500.00 |
| | Total for Committee on Cultural and Economic Development | 22,859.00 |

### Committee on Utilities.

| | | |
|---|---|---|
| | For the employment of Accountants, Attorneys, Engineers, and other persons as may be required. | |
| 1260.000 | For personal services | 22,621.00 |
| 1260.100 | For contractual services | 500.00 |
| 1260.300 | For commodities | 200.00 |
| 1260.700 | For contingencies | 2,000.00 |
| | Total for Committee on Utilities | 25,321.00 |

### Committee on Environmental Control.

| | | |
|---|---|---|
| 1265.000 | For personal services | 23,500.00 |
| 1265.100 | For contractual services | 1,000.00 |
| 1265.300 | For commodities | 500.00 |
| | Total for Committee on Environmental Control | 25,000.00 |

**100—Corporate Fund.**

## CITY COUNCIL LEGISLATIVE REFERENCE BUREAU.

| Code | | Amounts Appropriated $ |
|---|---|---|
| 1280.000 | For personal services | 65,892.00 |
| 1280.100 | For contractual services | 1,420.00 |
| 1280.200 | For travel | 1,000.00 |
| 1280.300 | For commodities | 300.00 |
| | Total for City Council Legislative Reference Bureau | 68,612.00 |

## MUNICIPAL REFERENCE LIBRARY.

| | | |
|---|---|---|
| 1290.000 | For personal services | 179,045.00 |
| 1290.100 | For contractual services | 17,525.00 |
| 1290.200 | For travel | 1,100.00 |
| 1290.300 | For commodities | 20,300.00 |
| 1290.400 | For equipment | 7,500.00 |
| 1290.700 | For contingencies | 400.00 |
| | Total for Municipal Reference Library | 225,870.00 |

## DEPARTMENT OF DEVELOPMENT AND PLANNING.

| | | |
|---|---|---|
| 1310.000 | For personal services | 1,298,175.00 |
| 1310.100 | For contractual services | 132,900.00 |
| 1310.200 | For travel | 7,900.00 |
| 1310.300 | For commodities | 29,000.00 |
| 1310.700 | For contingencies | 3,000.00 |
| 1310.802 | For work and services in connection with the Community Renewal Program | 13,000.00 |
| 1310.803 | For payment to Northeastern Illinois Metropolitan Area Planning Commission | 50,000.00 |
| | Total for Department of Development and Planning | 1,533,975.00 |

## DEPARTMENT OF URBAN RENEWAL.

| | | |
|---|---|---|
| 1320.000 | For personal services | 245,423.00 |
| 1320.100 | For contractual services | 33,700.00 |
| 1320.200 | For travel | 3,700.00 |
| 1320.300 | For commodities | 27,000.00 |
| 1320.700 | For contingencies | 3,000.00 |
| | Total for Department of Urban Renewal | 312,823.00 |

## NEIGHBORHOOD REDEVELOPMENT COMMISSION.

| | | |
|---|---|---|
| 1330.100 | For contractual services | 6,800.00 |
| 1330.200 | For travel | 500.00 |
| 1330.300 | For commodities | 500.00 |
| | Total for Neighborhood Redevelopment Commission | 7,800.00 |

**100—Corporate Fund.**

## CITY CLERK.

| Code | | Amounts Appropriated<br>$ |
|---|---|---|
| 1410.000 | For personal services | 531,613.00 |
| 1410.100 | For contractual services | 240,700.00 |
| 1410.200 | For travel | 1,000.00 |
| 1410.300 | For commodities | 27,000.00 |
| | Total for City Clerk | 800,313.00 |

## DEPARTMENT OF FINANCE.

## CITY COMPTROLLER'S OFFICE.

| | | |
|---|---|---|
| 1510.000 | For personal services | 1,907,718.00 |
| 1510.100 | For contractual services | 96,000.00 |
| 1510.200 | For travel | 5,700.00 |
| 1510.300 | For commodities | 27,000.00 |
| 1510.400 | For equipment | 48,500.00 |
| 1510.500 | For permanent improvements | 40,000.00 |
| 1510.700 | For contingencies | 3,000.00 |
| | **Total for City Comptroller's Office** | 2,127,918.00 |

## CITY TREASURER.

| | | |
|---|---|---|
| 1530.000 | For personal services | 281,832.00 |
| 1530.100 | For contractual services | 32,680.00 |
| 1530.300 | For commodities | 3,500.00 |
| 1530.700 | For contingencies | 800.00 |
| | Total for City Treasurer | 318,812.00 |

## CITY COLLECTOR.

| | | |
|---|---|---|
| 1540.000 | For personal services | 900,705.00 |
| 1540.100 | For contractual services | 31,300.00 |
| 1540.200 | For travel | 18,280.00 |
| 1540.300 | For commodities | 20,000.00 |
| 1540.400 | For equipment | 3,500.00 |
| 1540.700 | For contingencies | 500.00 |
| | **Total for City Collector** | 974,285.00 |

**100—Corporate Fund.**

## DEPARTMENT OF LAW.

| Code | | Amounts Appropriated<br>$ |
|---|---|---|
| 1610.000 | For personal services | 1,666,861.00 |
| 1610.100 | For contractual services | 722,700.00 |
| 1610.200 | For travel | 32,500.00 |
| 1610.300 | For commodities | 12,000.00 |
| 1610.700 | For contingencies | 6,500.00 |
| | Total for Department of Law | 2,440,561.00 |

## CIVIL SERVICE COMMISSION.

| Code | | Amounts Appropriated<br>$ |
|---|---|---|
| 1710.000 | For personal services | 1,497,802.00 |
| 1710.100 | For contractual services | 68,950.00 |
| 1710.200 | For travel | 4,200.00 |
| 1710.300 | For commodities | 21,100.00 |
| 1710.400 | For equipment | 16,000.00 |
| 1710.500 | For permanent improvements | 1,500.00 |
| 1710.700 | For contingencies | 700.00 |
| 1710.801 | For tuition reimbursement and educational programs | 125,000.00 |
| | Total for Civil Service Commission | 1,735,252.00 |

## DEPARTMENT OF PURCHASES, CONTRACTS AND SUPPLIES.

| Code | | Amounts Appropriated<br>$ |
|---|---|---|
| 1810.000 | For personal services | 2,323,868.00 |
| 1810.100 | For contractual services | 101,450.00 |
| 1810.200 | For travel | 18,670.00 |
| 1810.300 | For commodities | 53,280.00 |
| 1810.400 | For equipment | 49,950.00 |
| 1810.500 | For permanent improvements | 1,600.00 |
| 1810.700 | For contingencies | 5,000.00 |
| | Total for Department of Purchases, Contracts and Supplies | 2,553,818.00 |

## BOARD OF ELECTION COMMISSIONERS.

| Code | | Amounts Appropriated<br>$ |
|---|---|---|
| 1910.000 | For personal services | 1,983,024.00 |
| 1910.100 | For contractual services | 1,616,000.00 |
| 1910.200 | For travel | 33,000.00 |
| 1910.300 | For commodities | 65,000.00 |
| 1910.400 | For equipment | 375,000.00 |
| 1910.500 | For permanent improvements | 60,000.00 |
| 1910.700 | For contingencies | 35,000.00 |
| 1910.801 | For educational motion pictures | 10,000.00 |
| | Total for Board of Election Commissioners | 4,177,024.00 |

100—Corporate Fund.

## BOARD OF HEALTH.

| Code | | Amounts Appropriated $ |
|---|---|---|
| 3110.000 | For personal services | 14,175,294.00 |
| 3110.100 | For contractual services | 477,500.00 |
| 3110.200 | For travel | 177,000.00 |
| 3110.300 | For commodities | 576,645.00 |
| 3110.400 | For equipment | 110,000.00 |
| 3110.500 | For permanent improvements | 12,500.00 |
| 3110.700 | For contingencies | 2,500.00 |
| 3110.801 | Matching Federal Funds: Meat Inspection Program | 441,707.00 |
| 3110.802 | For expense of special studies | 5,000.00 |
| 3110.803 | For special inoculations programs | 15,000.00 |
| 3110.804 | For BCG (T.B. vaccine) programs | 47,000.00 |
| 3110.805 | For reimbursement to Dairy Inspectors working out of state for the payment of state taxes of those states | 500.00 |
| | Total for Board of Health | 16,040,646.00 |

## COMMISSION ON HUMAN RELATIONS.

| Code | | Amounts Appropriated $ |
|---|---|---|
| 3410.000 | For personal services | 438,897.00 |
| 3410.100 | For contractual services | 54,050.00 |
| 3410.200 | For travel | 6,700.00 |
| 3410.300 | For commodities | 4,000.00 |
| 3410.400 | For equipment | 1,000.00 |
| 3410.700 | For contingencies | 2,000.00 |
| 3410.802 | For expense of Fair Housing Activities | 75,000.00 |
| | Total for Commission on Human Relations | 581,647.00 |

**100—Corporate Fund.**

## COMMISSION FOR THE REHABILITATION OF PERSONS.

| Code | | Amounts Appropriated<br>$ |
|---|---|---|
| 3440.000 | For personal services | 597,509.00 |
| 3440.100 | For contractual services | 26,500.00 |
| 3440.200 | For travel | 4,000.00 |
| 3440.300 | For commodities | 70,500.00 |
| 3440.400 | For equipment | 11,000.00 |
| 3440.500 | For permanent improvements | 3,000.00 |
| 3440.700 | For contingencies | 3,000.00 |
| | Total for Commission for the Rehabilitation of Persons | 715,509.00 |

## DEPARTMENT OF HUMAN RESOURCES.

| Code | | Amounts Appropriated |
|---|---|---|
| 3460.000 | For personal services | 3,802,464.00 |
| 3460.100 | For contractual services | 268,450.00 |
| 3460.200 | For travel | 40,950.00 |
| 3460.300 | For commodities | 41,500.00 |
| 3460.400 | For equipment | 68,340.00 |
| 3460.700 | For contingencies | 9,500.00 |
| 3460.801 | For expense of community leadership development | 80,000.00 |
| | Total for Department of Human Resources | 4,311,204.00 |

## BOARDS.

### Police Board.

| Code | | Amounts Appropriated |
|---|---|---|
| 4101.000 | For personal services | 20,316.00 |
| 4101.801 | For expense of Board | 10,000.00 |
| | Total for Police Board | 30,316.00 |

### Motion Picture Appeal Board.

| Code | | Amounts Appropriated |
|---|---|---|
| 4102.000 | For personal services | 20,000.00 |
| 4102.143 | For court reporting | 2,000.00 |
| | Total for Motion Picture Appeal Board | 22,000.00 |

## DEPARTMENT OF POLICE.

| Code | | Amounts Appropriated |
|---|---|---|
| 4110.000 | For personal services | 180,211,235.00 |
| 4110.100 | For contractual services | 4,258,407.00 |
| 4110.200 | For travel | 21,048.00 |
| 4110.300 | For commodities | 3,196,484.00 |
| 4110.400 | For equipment | 3,045,390.00 |
| 4110.500 | For permanent improvements | 109,950.00 |
| 4110.700 | For Contingent Fund: To be expended at the discretion of the Superintendent of Police | 100,000.00 |
| 4110.940 | Pension contributions for members in the military service | 50,000.00 |
| | Total for Department of Police | 190,992,514.00 |

**100—Corporate Fund.**

### FIRE DEPARTMENT.

| Code | | Amounts Appropriated<br>$ |
|---|---|---|
| 4210.000 | For personal services | 64,848,711.00 |
| 4210.100 | For contractual services | 465,350.00 |
| 4210.200 | For travel | 90,584.00 |
| 4210.300 | For commodities | 935,000.00 |
| 4210.400 | For equipment | 1,111,000.00 |
| 4210.700 | For contingencies | 10,000.00 |
| 4210.802 | For demolition of fire-damaged buildings dangerous to public security | 100,000.00 |
| 4210.806 | For conversion of fire ambulance service to individual frequency | 45,000.00 |
| | Total for Fire Department | 67,605,645.00 |

### DEPARTMENT OF BUILDINGS.

| Code | | Amounts Appropriated<br>$ |
|---|---|---|
| 4300.000 | For personal services | 7,002,835.00 |
| 4300.100 | For contractual services | 192,755.00 |
| 4300.200 | For travel | 166,350.00 |
| 4300.300 | For commodities | 62,200.00 |
| 4300.400 | For equipment | 69,800.00 |
| 4300.500 | For permanent improvements | 5,000.00 |
| 4300.700 | For contingencies | 2,000.00 |
| 4300.801 | For demolition of buildings | 1,146,000.00 |
| | Total for Department of Buildings | 8,646,940.00 |

### ZONING BOARD OF APPEALS.

| Code | | Amounts Appropriated<br>$ |
|---|---|---|
| 4330.000 | For personal services | 98,658.00 |
| 4330.100 | For contractual services | 16,200.00 |
| 4330.200 | For travel | 1,000.00 |
| 4330.300 | For commodities | 3,000.00 |
| | Total for Zoning Board of Appeals | 118,858.00 |

**100—Corporate Fund.**

## DEPARTMENT FOR THE INSPECTION OF STEAM BOILERS, UNFIRED PRESSURE VESSELS AND REFRIGERATION.

| Code | | Amounts Appropriated<br>$ |
|---|---|---|
| 4410.000 | For personal services | 815,474.00 |
| 4410.100 | For contractual services | 17,150.00 |
| 4410.200 | For travel | 15,500.00 |
| 4410.300 | For commodities | 4,500.00 |
| 4410.400 | For equipment | 4,000.00 |
| 4410.700 | For contingencies | 500.00 |
| | Total for Department of Steam Boilers | 857,124.00 |

## DEPARTMENT OF CONSUMER SALES, WEIGHTS AND MEASURES.

| | | |
|---|---|---|
| 4510.000 | For personal services | 596,309.00 |
| 4510.100 | For contractual services | 106,050.00 |
| 4510.200 | For travel | 10,600.00 |
| 4510.300 | For commodities | 11,200.00 |
| 4510.400 | For equipment | 16,900.00 |
| 4510.700 | For contingencies | 1,200.00 |
| | **Total for Department of Consumer Sales, Weights and Measures** | 742,259.00 |

## DEPARTMENT OF ENVIRONMENTAL CONTROL.

| | | |
|---|---|---|
| 4610.000 | For personal services | 1,147,090.00 |
| 4610.100 | For contractual services | 150,450.00 |
| 4610.200 | For travel | 34,000.00 |
| 4610.300 | For commodities | 53,400.00 |
| 4610.400 | For equipment | 29,000.00 |
| 4610.500 | For permanent improvements | 12,000.00 |
| 4610.700 | For contingencies | 2,000.00 |
| 4610.801 | For the employment of technicians, scientists, consultants, environmental analysts, meteorologists, statisticians, inspectors, chemists, sanitarians, professional engineers and other personal services which may be required | 500,000 |
| | Total for Department of Environmental Control | 1,927,940.00 |

## BOARDS OF EXAMINERS.

| | | |
|---|---|---|
| 4830.000 | For personal services | 106,984.00 |
| 4830.200 | For travel | 730.00 |
| 4830.801 | For expense of Boards of Examiners | 4,000.00 |
| | Total for Boards of Examiners | 111,714.00 |

## PUBLIC VEHICLE LICENSE COMMISSION.

| | | |
|---|---|---|
| 4850.000 | For personal services | 205,050.00 |
| 4850.100 | For contractual services | 6,600.00 |
| 4850.200 | For travel | 1,825.00 |
| 4850.300 | For commodities | 12,500.00 |
| 4850.400 | For equipment | 1,000.00 |
| 4850.700 | For contingencies | 1,000.00 |
| | Total for Public Vehicle License Commission | 227,975.00 |

**100—Corporate Fund.**

### LOCAL LIQUOR CONTROL COMMISSIONER.

(To be expended under the direction of the Mayor.)

| Code | | Amounts Appropriated $ |
|---|---|---|
| 4860.000 | For personal services | 41,816.00 |
| 4860.100 | For contractual services | 63,000.00 |
| 4860.700 | For contingencies | 1,000.00 |
| | Total for Local Liquor Control Commissioner | 105,816.00 |

### LICENSE APPEAL COMMISSION.

| Code | | Amounts Appropriated $ |
|---|---|---|
| 4870.000 | For personal services | 27,896.00 |
| 4870.100 | For contractual services | 4,000.00 |
| 4870.700 | For contingencies | 700.00 |
| | Total for License Appeal Commission | 32,596.00 |

### DEPARTMENT OF STREETS AND SANITATION.

### COMMISSIONER'S OFFICE.

| Code | | Amounts Appropriated $ |
|---|---|---|
| 5110.000 | For personal services | 497,334.00 |
| 5110.100 | For contractual services | 10,000.00 |
| 5110.200 | For travel | 15,000.00 |
| 5110.300 | For commodities | 9,000.00 |
| 5110.700 | For contingencies | 500.00 |
| | Total for Commissioner's Office | 531,834.00 |

### BUREAU OF SANITATION.

| Code | | Amounts Appropriated $ |
|---|---|---|
| 5310.000 | For personal services | 30,347,229.00 |
| 5310.100 | For contractual services | 7,264,601.00 |
| 5310.200 | For travel | 276,600.00 |
| 5310.300 | For commodities | 633,000.00 |
| 5310.400 | For equipment | 10,000.00 |
| 5310.700 | For contingencies | 2,000.00 |
| 5310.801 | For enforcement of sanitation ordinances | 25,000.00 |
| 5313.*** | For rodent control | 310,000.00 |
| 5314.*** | For dead animal removal | 53,000.00 |
| 5315.*** | For weed control | 70,000.00 |
| | Total for Bureau of Sanitation | 38,991,430.00 |

### BUREAU OF ELECTRICITY.

| Code | | Amounts Appropriated $ |
|---|---|---|
| 5410.000 | For personal services | 4,248,319.00 |
| 5410.100 | For contractual services | 4,279,554.00 |
| 5410.200 | For travel | 82,500.00 |
| 5410.300 | For commodities | 949,000.00 |
| 5410.400 | For equipment | 8,500.00 |
| 5418.823 | For installation of fire alarm boxes | 35,000.00 |
| | Total for Bureau of Electricity | 9,602,873.00 |

**100—Corporate Fund.**

## BOARD OF LOCAL IMPROVEMENTS.

| Code | | Amounts Appropriated<br>$ |
|---|---|---|
| 5910.000 | For personal services | 984,747.00 |
| 5910.100 | For contractual services | 30,800.00 |
| 5910.200 | For travel | 10,400.00 |
| 5910.300 | For commodities | 11,250.00 |
| 5910.801 | For expense incidental to the construction of public improvements | 2,500.00 |
| | Total for Board of Local Improvements | 1,039,697.00 |

## DEPARTMENT OF PUBLIC WORKS.

### COMMISSIONER'S OFFICE.

| Code | | Amounts Appropriated |
|---|---|---|
| 6110.000 | For personal services | 327,450.00 |
| 6110.100 | For contractual services | 47,400.00 |
| 6110.200 | For travel | 6,000.00 |
| 6110.300 | For commodities | 5,000.00 |
| 6110.700 | For contingencies | 1,000.00 |
| | Total for Commissioner's Office | 386,850.00 |

## BUREAU OF ENGINEERING.

### General.

| Code | | Amounts Appropriated |
|---|---|---|
| 6210.000 | For personal services | 100,000.00 |
| 6210.100 | For contractual services | 74,100.00 |
| 6210.200 | For travel | 400.00 |
| 6210.300 | For commodities | 2,500.00 |
| 6210.400 | For equipment | 5,000.00 |
| 6210.801 | Maintenance of Chicago Freight Tunnel | 40,000.00 |
| 6210.802 | For investment in Engineering Revolving Fund | 250,000.00 |
| | Total for Bureau of Engineering—General | 472,000.00 |

### Bridge Maintenance.

| Code | | Amounts Appropriated |
|---|---|---|
| 6250.000 | For personal services | 80,000.00 |
| 6250.100 | For contractual services | 536,100.00 |
| 6250.200 | For travel | 2,640.00 |
| 6250.300 | For commodities | 10,000.00 |
| 6250.400 | For equipment | 7,500.00 |
| | Total for Bridge Maintenance | 636,240.00 |
| | Total for Bureau of Engineering | 1,108,240.00 |

**100—Corporate Fund.**

## BUREAU OF MAPS AND PLATS.

| Code | | Amounts Appropriated<br>$ |
|---|---|---|
| 6310.000 | For personal services | 176,420.00 |
| 6310.100 | For contractual services | 10,300.00 |
| 6310.200 | For travel | 500.00 |
| 6310.300 | For commodities | 3,220.00 |
| | Total for Bureau of Maps and Plats | 190,440.00 |

## BUREAU OF ARCHITECTURE AND BUILDING MAINTENANCE.

### Administration.

| | | |
|---|---|---|
| 6411.000 | For personal services | 204,186.00 |
| 6411.100 | For contractual services | 3,000.00 |
| 6411.200 | For travel | 500.00 |
| 6411.300 | For commodities | 4,000.00 |
| | Total for Administration | 211,686.00 |

### Provision of Architectural Services.

| | | |
|---|---|---|
| 6412.000 | For personal services | 185,872.00 |
| 6412.100 | For contractual services | 5,000.00 |
| 6412.200 | For travel | 200.00 |
| 6412.300 | For commodities | 2,500.00 |
| | Total for Provision of Architectural Services | 193,572.00 |

### Telephone Service Division.

| | | |
|---|---|---|
| 6413.000 | For personal services | 201.551.00 |
| 6413.100 | For contractual services | 386,500.00 |
| | Total for Telephone Service Division | 588,051.00 |

### Building Maintenance and Repair—General.

| | | |
|---|---|---|
| 6414.000 | For personal services | 2,077,638.00 |
| 6414.100 | For contractual services | 104,800.00 |
| 6414.200 | For travel | 14,345.00 |
| 6414.300 | For commodities | 213,566.00 |
| 6414.400 | For equipment | 35,000.00 |
| 6414.500 | For permanent improvements | 113,348.00 |
| 6414.700 | For contingencies | 5,000.00 |
| 6414.804 | Repairs to Exhibition Space—Navy Pier | 5,000.00 |
| 6414.806 | Elevator maintenance and repair—City-owned buildings | 8,000.00 |
| 6414.820 | Repairs or replacing roofing, City-owned buildings | 20,000.00 |
| | Total for Building Maintenance and Repair—General | 2,596,697.00 |

**100—Corporate Fund.**

**Bureau of Architecture and Building Maintenance—Continued.**

### Operation, Maintenance and Repair of Buildings Operated.

### City Hall.

| Code | | Amounts Appropriated $ |
|---|---|---|
| 6421.000 | For personal services | 1,047,361.00 |
| 6421.100 | For contractual services | 190,000.00 |
| 6421.300 | For commodities | 51,000.00 |
| 6421.400 | For equipment | 4,500.00 |
| 6421.500 | For permanent improvements | 345,000.00 |
| 6421.806 | Elevator maintenance and repair | 56,000.00 |
| | Total for City Hall | 1,693,861.00 |

### Chicago Police Headquarters.

| Code | | Amounts Appropriated $ |
|---|---|---|
| 6422.000 | For personal services | 806,950.00 |
| 6422.100 | For contractual services | 116,000.00 |
| 6422.300 | For commodities | 60,500.00 |
| 6422.400 | For equipment | 3,500.00 |
| 6422.500 | For permanent improvements | 5,000.00 |
| 6422.806 | Elevator maintenance and repair | 40,500.00 |
| | Total for Chicago Police Headquarters | 1,032,450.00 |

### Hubbard Street Building.

| Code | | Amounts Appropriated $ |
|---|---|---|
| 6424.000 | For personal services | 365,743.00 |
| 6424.100 | For contractual services | 27,000.00 |
| 6424.300 | For commodities | 29,250.00 |
| 6424.400 | For equipment | 3,500.00 |
| 6424.805 | Repair or replacement of sidewalk | 12,000.00 |
| | Total for Hubbard Street Building | 437,493.00 |

### Board of Health Clinic.

| Code | | Amounts Appropriated $ |
|---|---|---|
| 6425.000 | For personal services | 100,015.00 |
| 6425.100 | For contractual services | 5,500.00 |
| 6425.300 | For commodities | 7,500.00 |
| | Total for Board of Health Clinic | 113,015.00 |

### Central Office Building.

| Code | | Amounts Appropriated $ |
|---|---|---|
| 6426.000 | For personal services | 734,638.00 |
| 6426.100 | For contractual services | 106,000.00 |
| 6426.300 | For commodities | 65,500.00 |
| 6426.400 | For equipment | 5,250.00 |
| 6426.806 | Elevator and escalator maintenance and repair | 34,000.00 |
| | Total for Central Office Building | 945,388.00 |

### Municipal Heating Plant.

| Code | | Amounts Appropriated $ |
|---|---|---|
| 6429.000 | For personal services | 385,968.00 |
| 6429.100 | For contractual services | 53,550.00 |
| 6429.200 | For travel | 500.00 |
| 6429.300 | For commodities | 328,900.00 |
| 6429.400 | For equipment | 15,000.00 |
| 6429.700 | For contingencies | 10,000.00 |
| 6429.808 | Engineering costs of conversion to gas heat | 30,000.00 |
| | **Total for Municipal Heating Plant** | 823,918.00 |
| | **Total for Bureau of Architecture and Building Maintenance** | 8,636,131.00 |

**100—Corporate Fund.**

## DEPARTMENT OF STREETS AND SANITATION.

### BUREAU OF FORESTRY, PARKWAYS AND BEAUTIFICATION.

| Code | | Amounts Appropriated $ |
|---|---|---|
| 6710.000 | For personal services | 1,472,549.00 |
| 6710.100 | For contractual services | 108,614.00 |
| 6710.200 | For travel | 5,700.00 |
| 6710.300 | For commodities | 92,850.00 |
| 6710.400 | For equipment | 35,500.00 |
| 6710.500 | For permanent improvements | 80,000.00 |
| 6710.700 | For contingencies | 350.00 |
| | Total for Bureau of Forestry, Parkways and Beautification | 1,795,563.00 |

## DEPARTMENT OF THE PORT OF CHICAGO.

### Administration.

| | | |
|---|---|---|
| 8511.000 | For personal services | 261,789.00 |
| 8511.100 | For contractual services | 123,200.00 |
| 8511.200 | For travel | 15,000.00 |
| 8511.300 | For commodities | 8,600.00 |
| 8511.400 | For equipment | 30,400.00 |
| 8511.500 | For permanent improvements | 50,000.00 |
| 8511.700 | For contingencies | 10,000.00 |
| 8511.802 | Labor and material to install and remove buoys in restricted areas | 3,000.00 |
| | Total for Administration | 501,989.00 |

### Operation of Bridges.

| | | |
|---|---|---|
| 8512.000 | For personal services | 2,538,211.00 |
| 8512.100 | For contractual services | 129,290.00 |
| 8512.200 | For travel | 2,000.00 |
| 8512.300 | For commodities | 25,750.00 |
| 8512.400 | For equipment | 2,600.00 |
| | Total for Operation of Bridges | 2,697,851.00 |

### Operation and Maintenance of Navy Pier.

| | | |
|---|---|---|
| 8516.000 | For personal services | 269,876.00 |
| 8516.100 | For contractual services | 73,800.00 |
| 8516.300 | For commodities | 16,400.00 |
| 8516.400 | For equipment | 7,000.00 |
| | Total for Navy Pier | 367,076.00 |
| | **Total for the Department of the Port of Chicago** | 3,566,916.00 |

**100—Corporate Fund.**

## DEPARTMENT OF AVIATION.

### Administration.

| Code | | Amounts Appropriated<br>$ |
|---|---|---|
| 8611.000 | For personal services | 656,820.00 |
| 8611.100 | For contractual services | 71,205.00 |
| 8611.200 | For travel | 10,000.00 |
| 8611.300 | For commodities | 6,000.00 |
| 8611.400 | For equipment | 20,000.00 |
| 8611.700 | For contingencies | 4,000.00 |
| | Total for Administration | 768,025.00 |

### Chicago Midway Airport.

| | | |
|---|---|---|
| 8653.000 | For personal services | 1,244,053.00 |
| 8653.100 | For contractual services | 1,137,085.00 |
| 8653.200 | For travel | 955.00 |
| 8653.300 | For commodities | 94,700.00 |
| 8653.400 | For equipment | 96,500.00 |
| 8653.500 | For permanent improvements | 550,000.00 |
| 8653.700 | For contingencies | 3,000.00 |
| | Total for Chicago Midway Airport | 3,126,293.00 |

### Merrill C. Meigs Field.

| | | |
|---|---|---|
| 8655.000 | For personal services | 258.369.00 |
| 8655.100 | For contractual services | 110,215.00 |
| 8655.200 | For travel | 470.00 |
| 8655.300 | For commodities | 15,950.00 |
| 8655.400 | For equipment | 19,450.00 |
| 8655.500 | For permanent improvements | 51,500.00 |
| 8655.700 | For contingencies | 500.00 |
| | Total for Merrill C. Meigs Field | 456,454.00 |
| | **Total for Department of Aviation** | 4,350,772.00 |

**100—Corporate Fund.**

**Department of Finance—General.**

## DEPARTMENT OF FINANCE—GENERAL.

| Code | | Amounts Appropriated<br>$ |
|---|---|---|
| 9112.000 | For personal services | 8,784,691.00 |
| 9112.100 | For contractual services | 579,800.00 |
| 9112.400 | For equipment | 75,000.00 |
| 9112.600 | For land | 35,000.00 |
| 9112.700 | For contingencies | 125,000.00 |
| 9112.801 | For the analysis and implementation of improvements in departmental operations and management and personnel practices and controls and for publication of all studies and analyses made and for distribution thereof to the City Council: To be expended under the direction of the Mayor | 250,000.00 |
| 9112.802 | To provide for matching funds for grants currently in effect as well as new grants | 2,880,000.00 |
| 9112.803 | For expense of the Chicago Committee on Urban Opportunity including the salary of the Executive Director ($25,000) | 650,000.00 |
| 9112.806 | To exercise, if necessary, the City of Chicago's option to purchase the House of Correction Farm under the terms set out by ordinance passed July 15, 1969 (C.J. pp. 5875-6) and incorporated in the deed executed July 15, 1969 by the City of Chicago conveying the same to the Chicago Dwellings Association | 505,000.00 |
| 9112.808 | For expense of Commission on Chicago Historical and Architectural Landmarks | 50,000.00 |
| 9112.810 | For expense of relocation of City departments and agencies within the City Hall and to the Central Office Building | 50,000.00 |
| 9112.922 | For payment of emergency shelter, hospital and medical expenses in the reception and care of abandoned infant children | 12,000.00 |
| 9112.924 | For payment of emergency shelter, hospital and medical expenses in the reception and care of dependent or neglected children | 5,000.00 |
| 9112.926 | For payment of emergency shelter, hospital and medical expenses in the reception and care of destitute crippled children | 3,000.00 |
| 9112.934 | Claims for damages and liabilities against the City when ordered paid by the City Council | 130,000.00 |
| 9112.936 | Claims under Workmen's Compensation Act | 1,200,000.00 |
| 9112.937 | For payment of claims for hospital and medical expenses of City employes injured in the actual performance of their duties who are not included in the provisions of the Workmen's Compensation Act, as may be ordered by the City Council | 470,000.00 |

**100—Corporate Fund.**

**Department of Finance—General—Continued.**

| Code | | Amounts Appropriated |
|---|---|---|
| | | $ |
| 9112.940 | For payment to dependents of policemen and firemen killed or fatally injured in the performance of duty in accordance with the Act of the General Assembly of the State of Illinois, entitled: "An Act authorizing cities and villages to provide for the payments of allowances of money to the families or dependents of policemen or firemen killed or fatally injured while in the performance of their duties . . ." approved June 27, 1921, as amended, and the ordinance of the City Council based thereon .............................. | 250,000.00 |
| 9112.942 | For paying the salary of any member of the Police or Fire Department killed in the line of duty for a period of one year commencing from the date of the death of the deceased member of the Police or Fire Department to the widow of the deceased member of the Police or Fire Department, or in the absence of a widow, to the guardian or person standing in loco parentis of dependent minor children, or in the absence of a widow or minor children, to dependent parents who were residents in the deceased member of the Police or Fire Department's household at the time of the injury which resulted in his death........................ | 175,000.00 |
| 9112.972 | For payments to City pension funds in lieu of contributions by officers and employes on leave of absence for training or service in the land or naval forces or merchant marine of the United States .. | 5,000.00 |
| 9112.980 | For maintenance and operating expense of reading room at 921 W. Madison Street ............... | 26,000.00 |
| 9112.982 | For expense in connection with recognition and awards to citizens of Chicago for acts of heroism: To be expended on order of the City Council ..... | 1,000.00 |
| 9112.984 | Taxes and assessments on City property.......... | 157,500.00 |
| 9112.990 | For refunds for cancelled voucher warrants and payroll checks and for refunding duplicate payments and payments made in error.................. | 18,000.00 |
| 9112.992 | For reimbursement to Parking Revenue Fund for servicing parking meters (Park District) ........ | 50,000.00 |
| | Total for Department of Finance—General..... | 16,486,991.00 |
| 9114.960 | For loss and cost in collection of taxes........... | 18,284,805.00 |

| | | |
|---|---|---|
| Total from Corporate Purposes Fund........ | | 422,427,618.00 |
| For expenditures ......... | 404,142,813.00 | |
| For loss and cost ......... | 18,284,805.00 | |

## No. 2. WATER FUND—200

### DEPARTMENT OF PURCHASES, CONTRACTS AND SUPPLIES.

| Code | | Amounts Appropriated<br>$ |
|---|---|---|
| 1810.000 | For personal services | 133,688.00 |
| 1810.100 | For contractual services | 11,804.00 |
| 1810.200 | For travel | 6,000.00 |
| 1810.400 | For equipment | 9,500.00 |
| 1810.500 | For permanent improvements | 5,000.00 |
| | Total for Department of Purchases, Contracts and Supplies | 165,992.00 |

### DEPARTMENT OF BUILDINGS.

#### Bureau of Plumbing Inspection.

| | | |
|---|---|---|
| 4318.000 | For personal services | 522,762.00 |
| | Total for Department of Buildings | 522,762.00 |

### DEPARTMENT OF WATER AND SEWERS.

#### COMMISSIONER'S OFFICE.

| | | |
|---|---|---|
| 8110.000 | For personal services | 363,750.00 |
| 8110.100 | For contractual services | 18,415.00 |
| 8110.200 | For travel | 2,010.00 |
| 8110.300 | For commodities | 3,600.00 |
| 8110.400 | For equipment | 100.00 |
| 8110.700 | For contingencies | 500.00 |
| | Total for Commissioner's Office | 388,375.00 |

### BUREAU OF WATER.

#### OFFICES OF DEPUTY COMMISSIONER FOR WATER AND CHIEF WATER ENGINEER.

| | | |
|---|---|---|
| 8210.000 | For personal services | 397,251.00 |
| 8210.100 | For contractual services | 115,197.00 |
| 8210.200 | For travel | 3,500.00 |
| 8210.300 | For commodities | 4,000.00 |
| 8210.400 | For equipment | 2,200.00 |
| | Total for Offices of Deputy Commissioner for Water and Chief Water Engineer | 522,148.00 |

#### WATER COLLECTION DIVISION.

| | | |
|---|---|---|
| 8220.000 | For personal services | 2,939,267.00 |
| 8220.100 | For contractual services | 183,316.00 |
| 8220.200 | For travel | 40,000.00 |
| 8220.300 | For commodities | 36,000.00 |
| 8220.400 | For equipment | 9,000.00 |
| **8220.935** | **Claims against Water Fund** | 146,000.00 |
| | Total for Water Collection Division | 3,353,583.00 |

**200—Water Fund.**

### WATER PURIFICATION DIVISION.

| Code | | Amounts Appropriated |
|---|---|---|
| | | $ |
| 8240.000 | For personal services | 6,425,717.00 |
| 8240.100 | For contractual services | 1,407,795.00 |
| 8240.200 | For travel | 8,170.00 |
| 8240.300 | For commodities | 4,001,405.00 |
| 8240.400 | For equipment | 109,000.00 |
| 8240.801 | Central Water and South Water Filtration Plants Security Service | 125,000.00 |
| 8240.802 | To reimburse the Corporate Purposes Fund for Centrex Telephone Service | 20,000.00 |
| | Total for Water Purification Division | 12,097,087.00 |

### PUMPING STATION OPERATION DIVISION.

| Code | | Amounts Appropriated |
|---|---|---|
| 8250.000 | For personal services | 4,913,448.00 |
| 8250.100 | For contractual services | 2,271,925.00 |
| 8250.200 | For travel | 1,900.00 |
| 8250.300 | For commodities | 1,544,340.00 |
| 8250.400 | For equipment | 36,000.00 |
| 8250.801 | To reimburse the Corporate Purposes Fund for Centrex Telephone Service | 1,800.00 |
| 8250.934 | Claims for damages | 400.00 |
| | Total for Pumping Station Operation Division | 8,769,813.00 |

### WATER DISTRIBUTION DIVISION.

| Code | | Amounts Appropriated |
|---|---|---|
| 8270.000 | For personal services | 12,010,722.00 |
| 8270.100 | For contractual services | 665,450.00 |
| 8270.200 | For travel | 84,500.00 |
| 8270.300 | For commodities | 914,100.00 |
| 8270.400 | For equipment | 360,900.00 |
| 8270.500 | For permanent improvements | 658,000.00 |
| 8270.803 | For repair of damages caused by outside persons and corporations | 46,000.00 |
| 8270.934 | For claims for damages | 6,000.00 |
| | Total for Water Distribution Division | 14,745,672.00 |

### METER DIVISION.

| Code | | Amounts Appropriated |
|---|---|---|
| 8290.000 | For personal services | 1,403,505.00 |
| 8290.100 | For contractual services | 23,435.00 |
| 8290.200 | For travel | 3,200.00 |
| 8290.300 | For commodities | 92,868.00 |
| 8290.400 | For equipment | 205,550.00 |
| | Total for Water Meter Division | 1,728,558.00 |

### BUREAU OF SEWERS.

| Code | | Amounts Appropriated |
|---|---|---|
| 5810.000 | For personal services | 8,319,372.00 |
| 5810.100 | For contractual services | 1,177,395.00 |
| 5810.200 | For travel | 60,925.00 |
| 5810.300 | For commodities | 245,800.00 |
| 5810.400 | For equipment | 75,000.00 |
| | Total for Bureau of Sewers | 9,878,492.00 |

**200-Water Fund.**

## DEPARTMENT OF PUBLIC WORKS

## BUREAU OF ENGINEERING

### GENERAL AND WATER WORKS DESIGN

| Code | | Amounts Appropriated<br>$ |
|---|---|---|
| 6225.000 | For personal services | 350,000.00 |
| 6225.100 | For contractual services | 22,725.00 |
| 6225.200 | For travel | 800.00 |
| 6225.300 | For commodities | 3,000.00 |
| 6225.400 | For equipment | 1,000.00 |
| | Total for General and Waterworks Design | 377,525.00 |

## OPERATIONS DIVISION.

### GENERAL BUILDINGS AND FACILITIES

| Code | | Amounts Appropriated |
|---|---|---|
| | (Expenditures hereunder for the Municipal Shops and other property at the Municipal Plant shall be reimbursed to the Water Fund from other City funds and other agencies receiving benefits therefrom.) | |
| 6230.850 | For maintenance and improvement of Meter Shop Building and the garage at 3148 S. Sacramento Avenue | 40,000.00 |
| | For Maintenance and Improvement of Municipal Plant Property: | |
| | Iron Shop | 40,000.00 |
| | Machine and Tin Shop | 30,000.00 |
| | North Machinery Hall | 15,000.00 |
| | Plant Property | 105,000.00 |
| 6230.851 | | 190,000.00 |
| 6230.852 | For maintenance of Water Fund Buildings and property at Chicago Avenue and Chicago River | 40,000.00 |
| 6230.853 | For maintenance and protection of old Lake View Pumping Station and removal of existing station | 250,000.00 |
| 6230.855 | For maintenance and operation of City-owned tug used in construction, repair and maintenance of the Water Works System. The Water Fund is to be reimbursed from all other City funds receiving benefits therefrom | 120,000.00 |
| 6230.700 | For Contingencies | 10,000.00 |
| | **Total for General Buildings and Facilities** | 650,000.00 |

### CONSTRUCTION AND BETTERMENTS.

| Code | | Amounts Appropriated |
|---|---|---|
| 6230.500 | For permanent improvements | 4,651,000.00 |
| 6230.801 | For repairs to water works system | 885,000.00 |
| | Total for Construction and Betterments | 5,536,000.00 |
| | Total for Operations Division | 6,186,000.00 |

**200—Water Fund.**

## DEPARTMENT OF FINANCE.

### General.

| Code | | Amounts Appropriated |
|---|---|---|
| | | $ |
| 9112.000 | For personal services | 1,001,173.00 |
| 9112.100 | For contractual services | 33,500.00 |
| 9112.400 | For equipment | 25,000.00 |
| 9112.801 | Expense of investigations by Committee on Finance | 100,000.00 |
| 9112.802 | Legal and all other expense, except printing, incidental to issuing water certificates | 15,000.00 |
| 9112.803 | To reimburse the Corporate Purposes Fund for services furnished by the Data Center | 400,000.00 |
| 9112.904 | For payment of judgments | 50,000.00 |
| 9112.906 | For payment of 90 per cent refunds of special assessments paid for water supply pipes | 25,000.00 |
| 9112.935 | Claims against the Water Fund | 10,000.00 |
| 9112.936 | Claims under Workmen's Compensation Act | 475,000.00 |
| 9112.972 | For payments to City pension funds in lieu of contributions by officers and employes on leave of absence for training or service in the land, air or naval forces or merchant marine of the United States | 1,000.00 |
| 9112.984 | Taxes and special assessments on Water Fund property | 500.00 |
| 9112.990 | For payment of claims on account of cancelled warrants, moneys deposited in the Water Fund from Unclaimed Wages Account and Suspense Account and for refunding duplicate payments and payments made in error | 3,000.00 |
| 9112.992 | To reimburse the Corporate Purposes Fund for expenses in various departments common to both Corporate and Water Funds chargeable to the Water Fund | 1,916,000.00 |
| 9112.999 | To reimburse the Corporate Purposes Fund for services furnished by the Department of Purchases | 200,000.00 |
| | Total for Department of Finance—General | 4,255,173.00 |

### Debt Service.

| Code | | Amounts Appropriated |
|---|---|---|
| 9112.901 | Interest on judgments | 3,000.00 |
| 9112.902 | Interest on Water Works System Certificates of Indebtedness Bonds | 6,699,896.00 |
| 9112.903 | Interest on Water Pipe Extension Certificates | 2,000.00 |
| 9112.907 | For payment to certain corporations for money advanced for laying water pipe | 150,000.00 |
| 9112.958 | For payment of Water Pipe Extension Certificates | 100,000.00 |
| 9112.908 | For redemption of Water Works System Certificates of Indebtedness | 6,500,000.00 |
| | **Total for Debt Service** | **13,454,896.00** |
| | **Total from Water Fund** | 76,446,076.00 |

## No. 3. WATER WORKS SYSTEM CERTIFICATES OF INDEBTEDNESS FUND—290

### DEPARTMENT OF PUBLIC WORKS.

### BUREAU OF ENGINEERING.

| Code | | Amounts Appropriated<br>$ |
|---|---|---|
| | **OPERATIONS DIVISION** | |
| 6230.500 | For permanent improvements | 9,250,000.00 |
| | Total for Operations Division | 9,250,000.00 |

### DEPARTMENT OF WATER AND SEWERS.

### WATER DISTRIBUTION DIVISION.

| Code | | Amounts Appropriated<br>$ |
|---|---|---|
| 8270.500 | For permanent improvements | 9,168,000.00 |
| | Total for Water Distribution Division | 9,168,000.00 |
| | **Total from Water Works System Certificates of Indebtedness** | 18,418,000.00 |

**300—Vehicle Tax Fund.**

# No. 4. VEHICLE TAX FUND—300

## COMMITTEE ON TRAFFIC AND PUBLIC SAFETY.

| Code | | Amounts Appropriated $ |
|---|---|---|
| 1258.200 | For travel | 980.00 |
| 1258.300 | For commodities | 500.00 |
| 1258.801 | For plans and surveys relating to function, use and improvement of streets; for the study of channelization of streets and intersections; all with respect to the facilitation of traffic and the safety of the pedestrian, and the services, supplies and reports incident thereto | 168,952.00 |
| | Total for Committee on Traffic and Public Safety | 170,432.00 |

## DEPARTMENT OF LAW.

| | | |
|---|---|---|
| 1610.801 | For the services of attorneys, clerks and stenographers and other personal services and expenses, and for such impersonal services, equipment and supplies as may be required in the prosecution of traffic violations | 200,000.00 |
| | Total for Department of Law | 200,000.00 |

## CITY CLERK.

| | | |
|---|---|---|
| 1410.000 | For personal services | 446,930.00 |
| 1410.100 | For contractual services | 88,400.00 |
| 1410.200 | For travel | 3,500.00 |
| 1410.300 | For commodities | 192,152.00 |
| 1410.400 | For equipment | 31,500.00 |
| 1410.500 | For permanent improvements | 5,000.00 |
| 1410.700 | For contingencies | 1,000.00 |
| | Total for City Clerk | 768,482.00 |

## CITY COLLECTOR.

| | | |
|---|---|---|
| 1540.000 | For personal services | 249,163.00 |
| 1540.100 | For contractual services | 10,000.00 |
| 1540.300 | For commodities | 40,000.00 |
| 1540.400 | For equipment | 8,500.00 |
| | Total for City Collector | 307,663.00 |

## CHICAGO STREET TRAFFIC COMMISSION.

| | | |
|---|---|---|
| 4880.000 | For personal services | 54,667.00 |
| 4880.100 | For contractual services | 1,000.00 |
| 4880.200 | For travel | 700.00 |
| 4880.300 | For commodities | 1,000.00 |
| 4880.801 | For operating expense of commission | 4,000.00 |
| 4880.802 | For safety education, including necessary printing | 1,000.00 |
| | Total for Chicago Street Traffic Commission | 62,367.00 |

**300—Vehicle Tax Fund.**

## DEPARTMENT OF STREETS AND SANITATION.

### COMMISSIONER'S OFFICE.

| Code | | Amounts Appropriated<br>$ |
|---|---|---|
| 5111.000 | For personal services | 497,334.00 |
| 5111.100 | For contractual services | 7,200.00 |
| 5111.400 | For equipment | 6,000.00 |
| | Total for Commissioner's Office | 510,534.00 |

### BUREAU OF STREETS.

| | | |
|---|---|---|
| 5210.000 | For personal services | 1,221,231.00 |
| 5210.100 | For contractual services | 79,100.00 |
| 5210.200 | For travel | 46,000.00 |
| 5210.300 | For commodities | 13,000.00 |
| 5210.400 | For equipment | 7,500.00 |
| 5210.700 | For contingencies | 700.00 |
| 5210.840 | For the acquisition of site, and the construction and equipment of an asphalt plant | 1,000.00 |
| 5240.*** | For pavement improvement, repair, maintenance and restoration | 2,682,747.00 |
| 5218.*** | For the payment of public benefits on improvements of streets and alleys and for expense incident thereto under special assessments: To be expended under the direction of the Board of Local Improvements | 200,000.00 |
| | Total for Bureau of Streets | 4,251,278.00 |

### BUREAU OF SANITATION.

| | | |
|---|---|---|
| 5316.*** | For pavement maintenance | 2,005,000.00 |
| 5320.*** | For snow removal, including overtime | 745,000.00 |
| | Total for Bureau of Sanitation | 2,750,000.00 |

### BUREAU OF ELECTRICITY.

| | | |
|---|---|---|
| 5410.000 | For personal services | 968,190.00 |
| 5410.100 | For contractual services | 715,000.00 |
| 5410.200 | For travel | 27,000.00 |
| 5410.300 | For commodities | 63,390.00 |
| | Total for Bureau of Electricity | 1,773,580.00 |

### BUREAU OF STREET TRAFFIC.

| | | |
|---|---|---|
| 5510.000 | For personal services | 4,486,696.00 |
| 5510.100 | For contractual services | 1,269,470.00 |
| 5510.200 | For travel | 57,300.00 |
| 5510.300 | For commodities | 611,405.00 |
| 5510.400 | For equipment | 14,700.00 |
| 5510.700 | For contingencies | 1,000.00 |
| 5517.805 | For payment of City's share of cost of installing lights, signals and gates at railroad crossings | 35,000.00 |
| 5530.*** | Cost of towing automobiles, removal of old autos from Chicago streets, rental of storage lots and other expenses incidental thereto | 1,700,000.00 |
| | Total for Bureau of Street Traffic | 8,175,571.00 |

**300—Vehicle Tax Fund.**

## DEPARTMENT OF WATER AND SEWERS.

### BUREAU OF SEWERS.

| Code | | Amounts Appropriated $ |
|---|---|---|
| 5850.000 | For personal services | 281,382.00 |
| 5846.*** | For repairing and replacing covers and lids for manholes and catchbasins, including delivery and expense | 150,000.00 |
| | Total for Bureau of Sewers | 431,382.00 |

## DEPARTMENT OF PUBLIC WORKS.

### BUREAU OF ENGINEERING.

| | | |
|---|---|---|
| 6210.*** | For the improvement, repair and maintenance of streets, bridge and viaduct vehicular roadways and pavements and their supporting structures, including salaries and wages of employes as authorized under the Engineering Revolving Fund, and for the employment of professional and technical engineering services as needed | 570,000.00 |

### BUREAU OF ARCHITECTURE AND BUILDING MAINTENANCE.

| | | |
|---|---|---|
| 6414.801 | For expense incurred for maintenance and repair of Bureau of Streets structures used in connection with street repair work. Only employes authorized under the Corporate Fund shall be used in this work | 36,000.00 |

## DEPARTMENT OF STREETS AND SANITATION.

### BUREAU OF FORESTRY, PARKWAYS AND BEAUTIFICATION.

| | | |
|---|---|---|
| 6710.000 | For personal services | 668,895.00 |
| 6710.200 | For travel | 2,280.00 |
| | Total for Bureau of Forestry, Parkways and Beautification | 671,175.00 |

## DEPARTMENT OF FINANCE.

### GENERAL.

| | | |
|---|---|---|
| 9112.000 | For personal services | 199,871.00 |
| 9112.100 | For contractual services | 3,000.00 |
| 9112.400 | For equipment (Expended under direction of Budget Director) | 5,000.00 |
| 9112.803 | To reimburse the Corporate Purposes Fund for services furnished by the Data Center | 100,000.00 |
| 9112.936 | For claims under Workmen's Compensation Act | 185,000.00 |
| 9112.990 | For payment of claims and refunds of vehicle license fees when ordered by the City Council | 14,000.00 |
| 9112.997 | To reimburse the Corporate Purposes Fund for salaries and wages of policemen engaged in regulating traffic | 9,517,300.00 |
| 9112.998 | To reimburse the Corporate Purposes Fund for expense incurred by the City Collector's office for services of clerks and investigators and printing and other expense in connection with analyzing and checking the issuance of Vehicle Tax licenses and preparing information for the Department of Police and action of the Department of Police thereon | 50,000.00 |
| 9112.999 | To reimburse the Corporate Purposes Fund for services furnished by the Department of Purchases, Contracts and Supplies | 30,000.00 |
| | Total for Department of Finance—General | 10,104,171.00 |
| | **Total from Vehicle Tax Fund** | **30,782,635.00** |

## No. 5. MOTOR FUEL TAX FUND—310

| Code | | Amounts Appropriated $ |
|---|---|---|
| | For expenditures from allotments as have been allotted or as may be allotted and authorized from time to time by the City Council, including engineering, supervision and overhead expense, as provided under the Motor Fuel Tax Law.<br>Expenditures for projects from this account shall be made only to the extent of the cash available received from the City's distributive share of State Motor Fuel Tax under allotments approved by the State.<br>Expenditures or encumbrances from any allotment or project payable from this account shall be subject to such further limitation or restriction as may be ordered by the City Council.<br>The Vehicle Tax Fund and other City Funds shall be reimbursed from this account for engineering, supervision or other expense properly chargeable to projects for which allotments have been made.<br>Expenditures from this account shall be accounted for by allotments for projects as expended. | |
| 9112.*** | ............................................ | 52,700,000.00 |

## No. 6. CIVIL DEFENSE FUND—320

### CHICAGO CIVIL DEFENSE CORPS.

| Code | | Amounts Appropriated $ |
|---|---|---|
| 4810.000 | For personal services .......................... | 83,832.00 |
| 4810.100 | For contractual services ......................... | 105,000.00 |
| 4810.300 | For commodities ............................ | 6,000.00 |
| 4810.400 | For equipment .............................. | 60,000.00 |
| 4810.801 | For installation of air raid alarm system.......... | 15,000.00 |
| 4810.802 | For general public education and training programs relating to protection of life and property ...... | 15,000.00 |
| 4810.804 | For procuring and storage of medical supplies and equipment as may be authorized by the City Council ....................................... | 20,000.00 |
| 4810.805 | For equipment and training material for Police and Fire Services .......................... | 30,000.00 |
| 4810.806 | For such other expenditures as may be necessary in accordance with the requirements of the Illinois Civil Defense Act ........................... | 33,718.00 |
| | Total for Civil Defense Corps ................ | 368,550.00 |
| 4810.960 | For loss and cost in collection of taxes ........... | 18,450.00 |
| | Total from Civil Defense Fund ............. | 387,000.00 |

# No. 7. FORESTRY FUND—330

## DEPARTMENT OF STREETS AND SANITATION

## BUREAU OF FORESTRY, PARKWAYS AND BEAUTIFICATION.

### Forestry Division.

| Code | | Amounts Appropriated<br>$ |
|---|---|---|
| 6710.000 | For personal services | 5,371,741.00 |
| 6710.100 | For contractual services | 388,748.00 |
| 6710.200 | For travel | 34,450.00 |
| 6710.300 | For commodities | 221,000.00 |
| 6710.400 | For equipment | 134,000.00 |
| 6710.500 | For permanent improvements | 5,000.00 |
| 6710.600 | For land | 500.00 |
| 6710.801 | For operating expense of the Chicago Beautiful Committee | 4,000.00 |
| | Total for Forestry Division | 6,159,439.00 |

### DEPARTMENT OF FINANCE—GENERAL.

| | | |
|---|---|---|
| 9112.000 | For personal services | 145,936.00 |
| 9112.100 | For contractual services | 5,000.00 |
| 9112.934 | Claims for damages (when ordered paid by the City Council) | 3,500.00 |
| 9112.936 | Claims under the Workmen's Compensation Act | 110,000.00 |
| 9112.992 | Reimbursement to the Corporate Purposes Fund for services furnished by the Department of Finance and the Department of Purchases, Contracts and Supplies | 25,000.00 |
| | Total for Department of Finance—General | 289,436.00 |
| 9112.960 | For loss and cost in collection of taxes | 514,890.00 |
| | Total from Forestry Fund | 6,963,765.00 |

# CHICAGO PUBLIC LIBRARY.

## No. 8. LIBRARY FUND—BUILDINGS AND SITES—342

| Code | | Amounts Appropriated<br>$ |
|---|---|---|
| 7110.100 | For contractual services | 730,800.00 |
| 7110.400 | For equipment | 421,476.00 |
| 7110.500 | For permanent improvements | 1,222,280.00 |
| 7110.600 | For land | 278,200.00 |
| 7110.700 | For contingencies | 1,000.00 |
| | Total for Buildings and Sites | 2,653,756.00 |
| 7110.960 | For loss and cost in collection of taxes | 205,920.00 |
| | Total from Library Fund—Buildings and Sites | 2,859,676.00 |

## No. 9. LIBRARY FUND—MAINTENANCE AND OPERATION—346

| Code | | Amounts Appropriated<br>$ |
|---|---|---|
| 7110.000 | For personal services | 10,722,684.00 |
| 7110.100 | For contractual services | 697,200.00 |
| 7110.200 | For travel | 14,100.00 |
| 7110.300 | For commodities | 1,843,900.00 |
| 7110.400 | For equipment | 72,400.00 |
| 7110.956 | For bank service charges | 400.00 |
| | Total for Maintenance and Operation | 13,350,684.00 |
| 7110.960 | For loss and cost in collection of taxes | 1,029,840.00 |
| | Total from Library Fund—Maintenance and Operation | 14,380,524.00 |

## No. 10. MUNICIPAL TUBERCULOSIS SANITARIUM FUND—350

### MUNICIPAL TUBERCULOSIS SANITARIUM.

| Code | | Amounts Appropriated<br>$ |
|---|---|---|
| 3210.000 | For personal services | 8,509,424.00 |
| 3210.100 | For contractual services | 340,000.00 |
| 3210.200 | For travel | 6,600.00 |
| 3210.300 | For commodities | 1,075,000.00 |
| 3210.400 | For equipment | 145,000.00 |
| 3210.500 | For permanent improvements | 300,000.00 |
| 3210.600 | For land | 40,000.00 |
| 3210.700 | For contingencies | 800.00 |
| 3210.930 | For general assistance for the needy | 600.00 |
| 3210.936 | For payment of claims under Workmen's Compensation Act | 24,000.00 |
| | Total for Municipal Tuberculosis Sanitarium | 10,441,424.00 |
| 3210.960 | For loss and cost in collection of taxes | 675,000.00 |
| | Total from Municipal Tuberculosis Sanitarium Fund | 11,116,424.00 |

## No. 11. MUNICIPAL HOTEL OPERATORS' OCCUPATION TAX FUND—355

### DEPARTMENT OF FINANCE—GENERAL.

| Code | | Amounts Appropriated<br>$ |
|---|---|---|
| 1525.801 | For the promotion of tourism, conventions and other special events, to be expended under the direction of the Mayor | 1,029,000.00 |

## No. 12. JUDGMENT TAX FUND—395

### DEBT SERVICE.

| Code | | Amounts Appropriated<br>$ |
|---|---|---|
| 9112.905 | For payment of principal and interest on judgments | 5,170,500.00 |

# No. 13. GENERAL OBLIGATION BOND FUNDS—400

## SLUM CLEARANCE BONDS OF 1957—421

| Code | | Amounts Appropriated<br>$ |
|---|---|---|
| 1320.801 | For the purpose of aiding in the eradication and elimination of any slum and blighted area within the City of Chicago, as defined and authorized by the "Blighted Areas Redevelopment Act of 1947": To be expended under the direction of the Department of Urban Renewal.................. | 706,500.00 |
| 1320.802 | For the employment of attorneys, investigators, clerks, stenographers, real estate and other valuators, engineers, expert witnesses, photographers, other personal services and title searches, payment of taxes, payment of court costs, court reporting, transportation of jurors and such impersonal services, material equipment and supplies which may be required: To be expended under the direction of the Department of Law.................... | 175,000.00 |
| 1320.803 | For payment of services requested by the Department of Urban Renewal of the Department of Development and Planning, which shall include salaries, publications, travel, prints, drawings, reproduction, maps, surveys, and studies in the preparation of plans, specifications, and any other information required to carry out the urban renewal program of the City of Chicago: To be expended under the direction of the Department of Development and Planning.......................... | 65,000.00 |
| | Total from Slum Clearance Bonds of 1957.... | 946,500.00 |

**Bond Funds.**

### COMMUNITY REDEVELOPMENT BONDS—1966—429

| Code | | Amounts Appropriated<br>$ |
|---|---|---|
| 1320.801 | For the purpose of paying all or part of the cost of projects for aid in the development of areas within the City of Chicago, including the rehabilitation of slum and blighted areas, and the acquisition, development or redevelopment of any other areas which may constitute a redevelopment project within said City, as defined in paragraphs 91.01 to 91.136 inclusive of Chapter 67½ of the Illinois Revised Statutes of 1965 ...................... | 12,410,000.00 |
| 1320.802 | For the purpose of aiding in the eradication and elimination of any slum and blighted area within the City of Chicago, including the removal, replacement or trimming of trees: To be expended under the direction of the Department of Streets and Sanitation ................................. | 750,000.00 |
| 1320.804 | For the employment of attorneys, investigators, clerks, stenographers, real estate and other valuators, engineers, expert witnesses, photographers, other personal services and title searches, payment of taxes, payment of court costs, court reporting, transportation of jurors and such impersonal services, material, equipment and supplies which may be required: To be expended under the direction of the Department of Law.................... | 365,000.00 |
| 1320.805 | For the employment of accountants, analysts, clerks, typists, stenographers, other personal services, materials and supplies which may be required: To be expended under the direction of the City Comptroller ................................ | 300,000.00 |
| 1320.806 | For the employment of personnel, professional consultants, and other personal services, publications, travel, prints, drawings, reproductions, rental of equipment, supplies and any other items necessary to complete a review and make recommendations for up-dating the Comprehensive Zoning Ordinance of the City of Chicago: To be expended under the direction of the Department of Development and Planning......................... | 200,000.00 |
| | Total from Community Redevelopment Bonds of 1966 ................................ | 14,025,000.00 |

**Bond Funds.**

## DEPARTMENT OF STREETS AND SANITATION.

Expenditures from the following Bond Funds shall be under the direction of the Commissioner of Streets and Sanitation unless otherwise provided.

### REFUSE DISPOSAL BONDS—1953—416

| Code | | Amounts Appropriated $ |
|---|---|---|
| 5326.824 | For the purpose of acquiring sites and building refuse incinerators, refuse loading stations and acquiring equipment for loading, transporting and unloading refuse and incinerator residue.................. | 170,000.00 |

### ALLEY AND STREET LIGHTING BONDS—1966—407

| Code | | Amounts Appropriated $ |
|---|---|---|
| 5446.*** | For improving, extending and equipping the electric lighting system in streets and alleys, including the removal or trimming of trees .................. | 900,000.00 |

## DEPARTMENT OF PUBLIC WORKS.

Expenditures from the following Bond Funds shall be under the direction of the Commissioner of Public Works unless otherwise provided.

### MUNICIPAL BUILDING BONDS—1966—447

| Code | | Amounts Appropriated $ |
|---|---|---|
| 6480.*** | For purpose of acquiring land, erecting and rehabilitating and equipping public buildings for the Departments of City Government, including Police, Fire, Public Health, Public Works, Streets and Sanitation Departments ...................... | 16,950,000.00 |
| 6484.*** | For employment of attorneys, investigators, clerks, real estate and other valuators, specialists, building examiners, engineers, expert witnesses, other personal services and for title searchers and court costs: To be expended under the direction of the Department of Law ......................... | 175,000.00 |
| | Total .................................... | 17,125,000.00 |

**Bond Funds.**

## DEPARTMENT OF PUBLIC WORKS—Continued.

### BRIDGE, GRADE SEPARATION AND VIADUCT BONDS—1959—437

| Code | | Amounts Appropriated<br>$ |
|---|---|---|
| 6882.*** | For constructing bridges, grade separations, viaducts and approaches thereto, including acquisition of land necessary therefor | 100,000.00 |

### SUPERHIGHWAY BONDS—1947—474

| Code | | Amounts Appropriated<br>$ |
|---|---|---|
| 6824.*** | For the construction of superhighways and appurtenances thereto in the City of Chicago and the acquisition of rights-of-way necessary therefor as heretofore authorized or as may be further authorized by the City Council | 825,000.00 |
| 6828.*** | For the employment of attorneys, investigators, clerks, real estate and other valuators, tax specialists, building examiners, engineers, expert witnesses, other personal services and for title searches and court costs: To be expended under the direction of the Department of Law | 150,000.00 |
| | Total | 975,000.00 |

### SUPERHIGHWAY BONDS—1952—476

| Code | | Amounts Appropriated<br>$ |
|---|---|---|
| 6822.*** | For constructing portions of the South Route and the Southwest Route of the Comprehensive Superhighway System | 650,000.00 |

### SUBWAY BONDS—1952—472

| Code | | Amounts Appropriated<br>$ |
|---|---|---|
| 6812.*** | For subway construction in accordance with the provisions under City Transit Fund | 500,000.00 |

**Bond Funds.**

### DEPARTMENT OF PUBLIC WORKS—Continued.

#### PUBLIC TRANSPORTATION BONDS—1966—480

| Code | | Amounts Appropriated<br>$ |
|---|---|---|
| 6814.*** | For constructing and improving facilities in the City's comprehensive superhighway, expressway and street system for transporting passengers by bus or rail, including the construction and improvement of necessary terminal facilities therefor | 6,500,000.00 |

#### SEWER BONDS—1966—496

| Code | | Amounts Appropriated<br>$ |
|---|---|---|
| 6875.*** | For improving, extending and constructing sewers in the City of Chicago.......................... | 8,400,000.00 |

## No. 14. BOND REDEMPTION AND INTEREST FUND—510

### DEBT SERVICE.

| Code | | Amounts Appropriated |
|---|---|---|
| | | $ |
| | Amounts to be levied in 1970 for the payment of bonds and interest on bonds: | |
| | For payment of bonds: | |
| | Airport—1957 | 1,000,000.00 |
| | Bridge and Viaduct—1957 | 1,250,000.00 |
| | **Bridge, Grade Separation and Viaduct—1959** | 1,000,000.00 |
| | City Sign Shop and Storage Yard—1955 | 45,000.00 |
| | Community Conservation Areas—1957 | 850,000.00 |
| | Dock and Pier—1957 | 300,000.00 |
| | **Dock and Pier—1959** | 400,000.00 |
| | Electric Street Lighting System—1955 | 869,000.00 |
| | Electric Street Lighting System—1956 | 550,000.00 |
| | Electric Street Lighting System—1957 | 1,250,000.00 |
| | Electric Street Lighting System—1958 | 1,000,000.00 |
| | **Electric Street Lighting—1959** | 1,500,000.00 |
| | **Fire Alarm System—1959** | 200,000.00 |
| | Municipal Buildings—1957 | 800,000.00 |
| | **Municipal Buildings—1959** | 100,000.00 |
| | Municipal Building—1966 | 2,000,000.00 |
| | Playground and Recreation—1957 | 500,000.00 |
| | Refuse Disposal—1957 | 800,000.00 |
| | Refuse Disposal—1966 | 1,000,000.00 |
| | Sewer—1955 | 1,738,000.00 |
| | Sewer—1957 | 750,000.00 |
| | **Sewer—1959** | 1,000,000.00 |
| | Slum Clearance—1957 | 850,000.00 |
| | Superhighway Median Strips—1957 | 850,000.00 |
| | Working Cash Bonds—1969 | 3,000,000.00 |
| 9112.912 | Total for payment of bonds | 23,602,000.00 |
| 9112.914 | For interest on bonds | 13,448,425.00 |
| | Total for principal and interest | 37,050,425.00 |
| 9112.960 | For Loss and Cost in Collecting Taxes | 3,664,328.00 |
| | **Total Bond Redemption and Interest Fund** | 40,714,753.00 |

## No. 15. CITY RELIEF FUND—660

| Code | | Amounts Appropriated |
|---|---|---|
| | | $ |
| 9112.930 | For general assistance to persons in need thereof, residing within the City of Chicago, and expenditures for the administration thereof | 12,835,390.00 |
| 9114.960 | For loss and cost in collection of taxes | 1,029,839.00 |
| | Total from City Relief Fund | 13,865,229.00 |

**Pension Funds.**

## No. 16. MUNICIPAL EMPLOYES' ANNUITY AND BENEFIT FUND—681

| Code | | Amounts Appropriated |
|---|---|---|
| | | $ |
| 9216.976 | For the amount of tax to be levied in the year 1970 as certified to the City Council by the Retirement Board of the Municipal Employes' Annuity and Benefit Fund of the City of Chicago for the purpose of providing revenue for the fund under the provisions of an act known as the Illinois Pension Code, approved March 18, 1963, as amended, with special reference to the continuance, under Article 8 of the Illinois Pension Code (Illinois Revised Statutes, Chapter 108½), of an act entitled, "An Act to provide for the creation, setting apart, maintenance and administration of a municipal employes', officers', and officials' annuity and benefit fund in cities having a population exceeding two hundred thousand inhabitants," approved June 29, 1921, as amended............................ | 15,118,000.00 |

## No. 17. LABORERS' AND RETIREMENT BOARD EMPLOYES' ANNUITY AND BENEFIT FUND—682

| Code | | Amounts Appropriated |
|---|---|---|
| 9216.976 | For the amount of tax to be levied in the year 1970 as certified to the City Council by the Retirement Board of the Laborers' and Retirement Board Employes' Annuity and Benefit Fund of the City of Chicago for the purpose of providing revenue for the fund under the provisions of an act known as the Illinois Pension Code, approved March 18, 1963, as amended, with special reference to the continuance, under Article 11 of the Illinois Pension Code (Illinois Revised Statutes, Chapter 108½), of an act entitled, "An Act to provide for the creation, setting apart, maintenance and administration of a laborers' retirement board employes' annuity and benefit fund in cities having a population exceeding two hundred thousand inhabitants," approved June 21, 1935, as amended.................... | 4,485,000.00 |

**Pension Funds.**

## No. 18. POLICEMEN'S ANNUITY AND BENEFIT FUND—683

| Code | | Amounts Appropriated<br>$ |
|---|---|---|
| 9216.976 | For the amount of tax to be levied in the year 1970 as certified to the City Council by the Retirement Board of the Policemen's Annuity and Benefit Fund of the City of Chicago for the purpose of providing revenue for the fund under the provisions of an act known as the Illinois Pension Code, approved March 18, 1963, as amended, with special reference to the continuance, under Article 5 of the Illinois Pension Code (Illinois Revised Statutes, Chapter 108½), of an act entitled, "An Act to provide for the creation, setting apart, maintenance and administration of a policemen's annuity and benefit fund in cities having a population exceeding two hundred thousand inhabitants," approved June 29, 1921, as amended............................... | 13,047,000.00 |

## No. 19. FIREMEN'S ANNUITY AND BENEFIT FUND—684

| Code | | Amounts Appropriated<br>$ |
|---|---|---|
| 9216.976 | For the amount of tax to be levied in the year 1970 as certified to the City Council by the Retirement Board of the Firemen's Annuity and Benefit Fund of the City of Chicago for the purpose of providing revenue for the fund under the provisions of an act known as the Illinois Pension Code, approved March 18, 1963, as amended, with special reference to the continuance, under Article 6 of the Illinois Pension Code (Illinois Revised Statutes, Chapter 108½), of an act entitled, "An Act to provide for the creation, setting apart, maintenance and administration of a firemen's annuity and benefit fund in cities having a population exceeding five hundred thousand inhabitants," approved June 12, 1931, as amended .......................... | 10,017,000.00 |

**Pension Funds.**

## No. 20. PARK EMPLOYES' ANNUITY AND BENEFIT FUND—691

| Code | | Amounts Appropriated<br>$ |
|---|---|---|
| 9216.976 | For the amount of tax to be levied in the year 1970 for the City's contribution to provide the benefits to which park district employes, their dependents and beneficiaries are entitled under the provisions of an act known as the Illinois Pension Code (Illinois Revised Statutes, Chapter 108½ Article 12) and under the provisions of "An Act to provide for the creation, setting apart, formation, administration and disbursement of a park employes' and retirement board, employes' annuity and benefit fund" as amended by act approved July 11, 1957, in respect to park district employes, other than policemen, who are transferred to the employment of the city by virtue of "An Act in relation to an exchange of certain functions, property and personnel among cities, and park districts having co-extensive geographic areas and populations in excess of 500,000", approved July 5, 1957, effective January 1, 1959 | 60,000.00 |

## No. 21. CALUMET SKYWAY TOLL BRIDGE REVENUE FUND—701

### DEPARTMENT OF STREETS AND SANITATION
### COMMISSIONER'S OFFICE
### OPERATION OF CALUMET SKYWAY TOLL BRIDGE

| Code | | Amounts Appropriated<br>$ |
|---|---|---|
| 5550.000 | For personal services | 637,288.00 |
| 5550.100 | For contractual services | 1,270,000.00 |
| 5550.200 | For travel | 2,000.00 |
| 5550.300 | For commodities | 49,500.00 |
| 5550.400 | For equipment | 4,000.00 |
| 5559.*** | For other expense of administration, operation and maintenance of this facility | 20,000.00 |
| | Total for operation of Calumet Skyway Toll Bridge | 1,982,788.00 |

### DEPARTMENT OF FINANCE—GENERAL

| Code | | Amounts Appropriated<br>$ |
|---|---|---|
| 9112.000 | For personal services | 10,302.00 |
| 9112.100 | For contractual services | 15,000.00 |
| 9212.914 | For payment of interest | 2,821,910.00 |
| | Total for Department of Finance—General | 2,847,212.00 |
| | **Total from Calumet Skyway Toll Bridge Revenue Fund** | 4,830,000.00 |

# No. 22. PARKING REVENUE FUND—730

## DEPARTMENT OF STREETS AND SANITATION.

### BUREAU OF PARKING.

| Code | | Amounts Appropriated $ |
|---|---|---|
| 5710.000 | For personal services | 810,230.00 |
| 5710.100 | For contractual services | 60,940.00 |
| 5710.200 | For travel | 8,500.00 |
| 5710.300 | For commodities | 8,300.00 |
| 5710.400 | For equipment | 6,000.00 |
| 5710.500 | For permanent improvements | 1,000.00 |
| 5710.700 | For contingencies | 1,500.00 |
| 5712.801 | For maintenance of parking meters | 850,000.00 |
| 5712.802 | For installation, relocation and removal of parking meters | 36,000.00 |
| 5712.803 | For marking parking stalls | 45,000.00 |
| 5712.804 | For collection of parking revenue | 200,000.00 |
| 5712.805 | For rehabilitation of parking meters | 275,000.00 |
| 5713.*** | For maintenance and operation of off-street parking facilities | 4,250,000.00 |

For parking facilities:

For such expense as may be incurred in the preparation of plans for parking facilities; and for such expenses as may be incurred in the construction of parking facilities and in the taking and acquiring of private and public property therefor, and in the supervision of the construction of parking facilities as now are authorized and directed by ordinance of the City Council, including the following: Such engineering, legal, accounting, clerical and other personal services and expenses, and for such impersonal services, rents, material, supplies, and equipment as may be required for surveys, borings, investigations and studies; for the preparation of contract and working drawings and specifications for parking facilities; and for the supervision of the construction of such parking facilities;

For the services of engineering, legal, real estate, building, architectural, electrical, mechanical and other experts, valuators and clerks and other personal services and expense, and such impersonal services, rents, material, equipment and supplies not otherwise specifically provided for which may be necessary for or preliminary to the acquisition of private and public property required for the construction of such parking facilities;

For the taking and acquiring of lands, buildings, structures, facilities, rights and interests, including payment of taxes, and other property of every kind and character necessary for the construction of such parking facilities, or advantageous for or appropriate to the use, maintenance, operation, betterment and extension thereof;

For the construction of such parking facilities as now are authorized or may be authorized and directed by ordinances of the City Council; and

For the purchase of meters and for the conversion of meters.

| | | |
|---|---|---|
| 5714.*** | | 1,010,000.00 |

**Parking Revenue Fund**

## BUREAU OF PARKING—Continued.

| Code | | Amounts Appropriated<br>$ |
|---|---|---|
| 5714.997 | To reimburse the Corporate Purposes Fund for salaries and wages of policemen engaged in regulating traffic | 600,000.00 |
| | Total for Bureau of Parking | 8,162,470.00 |

## DEPARTMENT OF FINANCE.

| Code | | Amounts Appropriated |
|---|---|---|
| 9210.000 | For personal services | 15,528.00 |
| 9210.801 | For expense in connection with parking facilities | 25,000.00 |
| 9214.912 | To Bond Sinking Fund | 1,433,000.00 |
| 9213.913 | Call premium on bonds | 31,000.00 |
| 9212.914 | Interest on Parking Facility Revenue Bonds | 836,000.00 |
| 9112.992 | Reimbursement to the Corporate Purposes Fund for Administrative expenses in the office of the City Comptroller and the City Treasurer, in the Department of Purchases, Contracts and Supplies and other City departments which are properly chargeable to such parking facilities | 5,000.00 |
| | Total for Department of Finance | 2,345,528.00 |
| | **Total from Parking Revenue Fund** | 10,507,998.00 |

## No. 23. CHICAGO-O'HARE INTERNATIONAL AIRPORT REVENUE FUND—740

### DEPARTMENT OF AVIATION.

| Code | | Amounts Appropriated<br>$ |
|---|---|---|
| 8654.000 | For personal services | 6,627,520.00 |
| 8654.100 | For contractual services | 7,518,950.00 |
| 8654.200 | For travel | 10,600.00 |
| 8654.300 | For commodities | 1,089,000.00 |
| 8654.400 | For equipment | 586,600.00 |
| 8654.700 | For contingencies | 5,000.00 |
| 8654.801 | To reimburse Corporate Fund for Department of Aviation Administrative salaries and wages | 606,200.00 |
| 8654.802 | To reimburse Corporate Fund for Comptroller's office salaries and wages | 50,000.00 |
| 8654.803 | For services of Corporation Counsel's office for salaries and wages | 75,000.00 |
| 8654.804 | To reimburse Corporate Fund for Fire Department salaries and wages | 1,430,466.00 |
| 8654.805 | To reimburse Corporate Fund for Police Department salaries and wages | 1,147,950.00 |
| 8654.806 | To reimburse Corporate Fund for indirect administrative and general salaries and wages | 463,811.00 |
| 8654.808 | To reimburse Corporate Fund for Fire Department supplies and maintenance | 85,000.00 |
| 8654.809 | To reimburse Corporate Fund for Insurance-Workmen's Compensation and Disability | 14,132.00 |
| 8654.810 | To reimburse Corporate Fund for provision for pensions | 927,623.00 |
| 8654.811 | To reimburse Corporate Fund for Department of Aviation non-salary administrative and general expense | 93,290.00 |
| 8654.812 | To reimburse Corporate Fund for indirect administrative and general non-salary expense | 463,811.00 |
| 8654.816 | For engineering, construction, equipment, and installation of interim facilities | 1,768,000.00 |
| 8654.817 | For expenditures related to completion of Revenue Bond Construction | 5,890,000.00 |
| 8654.984 | Taxes and Special Assessments on City property | 2,000.00 |
| | Total for Department of Aviation | 28,854,953.00 |

### DEPARTMENT OF FINANCE.

| | | |
|---|---|---|
| 9210.000 | For personal services | 17,796.00 |
| 9212.909 | To Debt Service Reserve Account | 1,456,167.00 |
| 9212.914 | Interest on Bonds: Chicago-O'Hare International Airport Revenue Bonds | 10,574,600.00 |
| 9212.915 | To Reserve Maintenance Account | 1,120,000.00 |
| 9212.916 | To Emergency Reserve Account | 1,120,000.00 |
| 9213.913 | Call Premium on Bonds | 252,300.00 |
| 9214.912 | To Bond Sinking Fund Account | 5,602,922.00 |
| | **Total for Department of Finance** | 20,143,785.00 |
| | **Total from Chicago-O'Hare International Airport Revenue Fund** | 48,998,738.00 |

## No. 24. CHICAGO-O'HARE INTERNATIONAL AIRPORT REVENUE BONDS

### DEPARTMENT OF PUBLIC WORKS.

| Code | | Amounts Appropriated $ |
|---|---|---|
| | For the construction at the Chicago-O'Hare International Airport of all general facilities under the terms of the respective revenue bond issues; including services of Consulting Engineer, Coordinating Engineer, Supervising Engineer, Airport Consultant, Architects, employees of the Bureau of Engineering of the Department of Public Works and such other engineering and architectural services and other expenditures as are incidental to the construction of such general facilities. | |
| | **BONDS ISSUED PRIOR TO 1967—742** | |
| 6892.*** | For the construction of general facilities at the Chicago-O'Hare International Airport.............. | 1,052,000.00 |
| | **BONDS ISSUED IN 1967—741** | |
| 6892.*** | For the construction of general facilities at the Chicago-O'Hare International Airport.............. | 1,593,000.00 |
| | **BONDS ISSUED IN 1968—744** | |
| 6892.*** | For the construction of general facilities at the Chicago-O'Hare International Airport.............. | 2,800,000.00 |
| | Total from Chicago-O'Hare International Airport Revenue Bonds ............................ | 5,445,000.00 |

## No. 25. CITY TRACTION FUND—850

### DEPARTMENT OF PUBLIC WORKS.

### BUREAU OF ENGINEERING.

| Code | | Amounts Appropriated $ |
|---|---|---|
| 6812.801 | For transit construction in accordance with the provisions under the City Transit Fund......... | 420,000.00 |

## No. 26. CITY TRANSIT FUND—860

### COMMITTEE ON LOCAL TRANSPORTATION.

| Code | | Amounts Appropriated<br>$ |
|---|---|---|
| 1248.000 | For personal services | 180,446.00 |
| 1248.831 | General office expense, including rentals, postage, printing, equipment and supplies, compensation for use of 4 personally-owned automobiles at $65.00 per month and the payment of unpaid bills incurred for such purposes | 15,000.00 |
| 1248.832 | For the employment of special counsel, engineers, valuators and investigators and for the payment of other expenses arising from and in connection with fare rate cases, condemnation or any other proceedings, relating to local transportation operations | 99,500.00 |
| | Total for Committee on Local Transportation... | 294,946.00 |

### DEPARTMENT OF LAW.

| | | |
|---|---|---|
| 1610.000 | For personal services | 100,065.00 |
| 1610.100 | For contractual services | 9,700.00 |
| 1610.801 | For the cost and expense of litigation to which the City is a party or in which it is interested arising out of the construction by the City of Chicago of the Initial System of Subways for local transportation purposes | 20,000.00 |
| | Total for Department of Law | 129,765.00 |

**City Transit Fund.**

**Department of Public Works.**

### DEPARTMENT OF PUBLIC WORKS.

### BUREAU OF ENGINEERING.

| Code | | Amounts Appropriated |
|---|---|---|
| | | $ |
| 6240.*** | For expense in connection with the making of surveys, investigations, cost estimates, studies and reports in all engineering matters pertaining to local transportation in co-operation with the City Council, the Committee on Local Transportation and the Chicago Transit Authority; and for the formulation or enforcement of any ordinance or ordinances for and in connection with the regulation, acquisition, construction, installation, lease and the operation of street railways, public utility plants, equipment, and properties used or to be used for or in connection with the transportation of persons or property, and other local transportation facilities, or any of them, by the City of Chicago, or by the Chicago Transit Authority; including payment for salaries of employes authorized under Engineering Revolving Fund and such other personal services, rents and other expense as may be required.............. | 50,000.00 |
| | **Subway Construction.** | |
| 6812.*** | For subway construction ........................ | 764,196.00 |
| | **Miscellaneous.** | |
| 6210.992 | For reimbursement to the Corporate Purposes Fund for administrative expenses in offices of the City Comptroller and the City Treasurer and in the Department of Purchases, Contracts and Supplies which are properly chargeable to the City Transit Fund ........................................ | 15,000.00 |
| 6210.936 | Claims under Workmen's Compensation Act: To be expended under the direction of the City Comptroller ..................................... | 5,000.00 |
| | Total for Department of Public Works......... | 834,196.00 |
| | **Total from City Transit Fund...............** | 1,258,907.00 |

***Note: The items to be appropriated are the items in the Budget Document marked with an asterisk.**

# NO. 1 CORPORATE PURPOSES FUND—100

## MAYOR'S OFFICE

The Mayor is by statute the chief executive officer of the City. Illinois statutes provide that the Mayor "shall perform all the duties which are prescribed by law, including the City ordinances, and shall take care that the laws and ordinances are faithfully executed."

| Code | | Amounts Appropriated |
|---|---|---|
| .005 | Salaries and Wages—on Payroll | $ 446,984. |
| .015 | Schedule Salary Adjustments | 254. |
| *1110.000 | **For Personal Services** | 447,238. |
| .130 | Postage and Postal Charges | 5,000. |
| .150 | Publications | 750. |
| .157 | Rental of Equipment and Services | 5,000. |
| .186 | Telephone | 5,000. |
| *1110.100 | **For Contractual Services** | 15,750. |
| .245 | Reimbursement to Travelers | 5,000. |
| *1110.200 | **For Travel** | 5,000. |
| .350 | Stationery and Office Supplies | 12,000. |
| *1110.300 | **For Commodities** | 12,000. |
| | ***Total for Mayor's Office** | $ 479,988. |

### POSITIONS AND SALARIES

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **EXECUTIVE—1110** | | |
| 9608 | Mayor | 1 | $ 35,000. |
| 9606 | Secretary to Mayor | 1 | 14,148. |
| 9609 | Assistant Administrative Secretary | 1 | 9,564. |
| | | 3 | 58,712. |
| | **ADMINISTRATIVE—1111** | | |
| 9638 | Administrative Officer (Deputy Mayor) | 1 | 30,000. |
| 9954 | Administrative Assistant | 1 | 29,500. |
| 9954 | Administrative Assistant | 1 | 27,000. |
| 9954 | Administrative Assistant | 1 | 20,000. |
| 9954 | Administrative Assistant | 1 | 16,500. |
| 9954 | Administrative Assistant | 1 | 15,000. |
| 9617 | Administrative Secretary | 1 | 12,840. |
| 9609 | Assistant Administrative Secretary | 4 | 10,056. |
| 9609 | Assistant Administrative Secretary | 1 | 8,688. |
| 9609 | Assistant Administrative Secretary | 2 | 7,500. |
| 9609 | Assistant Administrative Secretary | 1 | 6,480. |
| 0426 | Assistant Chief Clerk | 1 | 12,840. |
| 0805 | Secretary | 1 | 8,688. |
| 0805 | Secretary | 1 | 7,152. |
| 9639 | Member of Advisory Board | ($6,000.) | 100.00d |
| | Schedule Salary Adjustments | | 254. |
| | | 18 | 256,166. |

## Mayor's Office—*Continued*

## POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **PUBLIC RELATIONS—1113** | | |
| 0747 | Director of Public Relations | 1 | $ 26,000. |
| 9652 | Director of Special Events | 1 | 22,000. |
| 9711 | Assistant Director of Special Events | 1 | 11,652. |
| 0745 | Assistant Director of Public Relations | 1 | 19,932. |
| 0742 | Public Information Assistant II | 1 | 11,652. |
| 0741 | Public Information Assistant I | 1 | 10,560. |
| 0805 | Secretary | 1 | 8,688. |
| 9609 | Assistant Administrative Secretary | 1 | 8,268. |
| 9609 | Assistant Administrative Secretary | 2 | 6,804. |
| | | 10 | 132,360. |
| | | 31 | $ 447,238. |

100-Corporate Fund

# MAYOR'S COMMITTEE FOR ECONOMIC AND CULTURAL DEVELOPMENT

The Mayor's Committee for Economic and Cultural Development in cooperation with city departments, private organizations and business concerns, carries out its primary mission of maintaining and increasing employment in Chicago.

| Code | | Amounts Appropriated |
|---|---|---|
| .005 | Salaries and Wages—on Payroll | $ 168,668. |
| .010 | Salaries and Wages—on Voucher | 14,000. |
| .015 | Schedule Salary Adjustments | 1,827. |
| *1115.000 | **For Personal Services** | 184,495. |
| .125 | Office and Building Services | 100. |
| .130 | Postage and Postal Charges | 1,500. |
| .149 | Other Professional and Technical Services | 5,000. |
| .150 | Publications | 6,000. |
| .155 | Rental of Property | 462. |
| .157 | Rental of Equipment and Services | 1,500. |
| .162 | Repair or Maintenance of Equipment | 350. |
| .166 | Subscriptions and Dues | 300. |
| .180 | Utility Services | 50. |
| *1115.100 | **For Contractual Services** | 15,262. |
| .245 | Reimbursement to Travelers | 1,500. |
| .270 | Local Transportation | 1,500. |
| *1115.200 | **For Travel** | 3,000. |
| .350 | Stationery and Office Supplies | 2,500. |
| *1115.300 | **For Commodities** | 2,500. |
| *1115.700 | **For Contingencies** | 700. |
| | ***Total for Mayor's Committee for Economic and Cultural Development** | $ 205,957. |

## POSITIONS AND SALARIES

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **MAYOR'S COMMITTEE FOR ECONOMIC AND CULTURAL DEVELOPMENT—1115** | | |
| 9739 | Executive Director, Economic and Cultural Development Committee | 1 | $ 24,500. |
| 1621 | Deputy Director Economic and Cultural Development Committee | 1 | 17,220. |
| 1981 | Coordinator of Economic Development | 1 | 15,600. |
| 1977 | Industrial Development Representative | 1 | 12,840. |
| 1972 | Industrial Development Representative II | 1 | 11,652. |
| 1972 | Industrial Development Representative II | 1 | 11,100. |
| 1404 | City Planner IV | 1 | 13,476. |
| 1404 | City Planner IV | 1 | 12,840. |
| 1725 | Research Assistant | 1 | 7,152. |
| 0303 | Administrative Assistant III | 1 | 10,560. |
| 0738 | Director of Public Information and Research | 1 | 13,476. |
| 1961 | Supervisor of Public Information | 1 | 11,100. |
| 0733 | Information Representative I | 1 | 7,152. |
| | Schedule Salary Adjustments | | 1,827. |
| | | 13 | $ 170,495. |

100-Corporate Fund

## MAYOR'S OFFICE OF INQUIRY AND INFORMATION

### DISTRIBUTION OF APPROPRIATIONS BY ORGANIZATIONAL ACTIVITIES

| CODE | ORGANIZATIONAL ACTIVITY | Year | Number of Positions | Personal Services | Contractual Services | Travel | Commodities | Contingencies | Specific Purposes | Total Operating Expense | Capital Outlay | Total Appropriation |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1120 | General Information Services.................... | 1970 | 10 | $ 79,423 | $ 1,800 | ............ | $ 4,000 | $ 800 | ................ | $ 86,023 | ................ | $ 86,023 |
| | | 1969 | 10 | 72,788 | 1,800 | ............ | 2,500 | 800 | ................ | 77,888 | ................ | 77,888 |

### PERFORMANCE DATA

| | | | WORK UNITS | | | PERSONNEL | | | | | | OPERATING COSTS | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Number | | | Number | | Man-Hours | | Man-Hours Per-Unit | | Total for Year | | Av. Cost Per-Unit | |
| | ACTIVITY AND SUB-ACTIVITY | Name | Est. 1970 | Budget 1969 | Act. 1968 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 |
| 1120 | **General Information Services:......** | | ............ | ............ | ............ | 10 | 10 | 18,200 | 18,200 | ........ | ........ | $ 86,023 | $ 77,888 | ........ | ........ |
| 01 | Supervision and clerical............. | | ............ | ............ | ............ | 3 | 2 | 5,460 | 3,640 | ........ | ........ | 38,869 | 26,300 | ........ | ........ |
| 02 | **Processing and answering recorded complaints ................** | Complaint | 50,000 | 44,000 | 40,049 | 7 | 8 | 11,207 | 12,807 | .22 | .29 | 41,909 | 45,116 | $ .84 | $ 1.02 |
| 03 | **Answering non-recorded inquiries .................................** | Inquiry | 325,000 | 325,000 | 325,000 | 7 | 8 | 1,533 | 1,753 | .005 | .005 | 5,245 | 6,472 | .01 | .01 |

## MAYOR'S OFFICE OF INQUIRY AND INFORMATION

The Mayor's Office of Inquiry and Information acts as the general information center of City government. It assists citizens in adjusting complaints regarding City services and answers inquiries relating thereto.

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| Code | | Amounts Appropriated |
|---|---|---|
| .005 | Salaries and Wages—on Payroll | $ 78,936. |
| .015 | Schedule Salary Adjustments | 487. |
| ***1120.000** | **For Personal Services** | 79,423. |
| .130 | Postage and Postal Charges | 1,800. |
| ***1120.100** | **For Contractual Services** | 1,800. |
| .350 | Stationery and Office Supplies | 4,000. |
| ***1120.300** | **For Commodities** | 4,000. |
| ***1120.700** | **For Contingencies** | 800. |
| | ***Total for Mayor's Office of Inquiry and Information** | $ 86,023. |

### POSITIONS AND SALARIES

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **GENERAL INFORMATION SERVICES—1120** | | |
| 0737 | Director of Information | 1 | $ 19,500. |
| 0756 | Assistant to the Director of Information | 1 | 9,564. |
| 0733 | Information Representative I | 1 | 7,872. |
| 0733 | Information Representative I | 1 | 6,804. |
| 0730 | Information Clerk | 1 | 5,340. |
| 0730 | Information Clerk | 1 | 5,088. |
| 0730 | Information Clerk | 1 | 4,848. |
| 0731 | Information Attendant | 1 | 6,804. |
| 0805 | Secretary | 1 | 8,268. |
| 0834 | Typist | 1 | 4,848. |
| | Schedule Salary Adjustments | | 487. |
| | | 10 | $ 79,423. |

100-Corporate Fund

## MAYOR'S OFFICE—BUDGETARY DIVISION

### DISTRIBUTION OF APPROPRIATIONS BY ORGANIZATIONAL ACTIVITIES

| CODE | ORGANIZATIONAL ACTIVITY | Year | Number of Positions | Personal Services | Contractual Services | Travel | Commodities | Contingencies | Specific Purposes | Total Operating Expense | Capital Outlay | Total Appropriation |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1141 | Administration | 1970 | 4 | $ 79,228 | $ 600 | $ 400 | $ 150 | $ 100 | ................ | $ 80,478 | ................ | $ 80,478 |
| | | 1969 | 4 | 73,064 | 525 | 400 | 150 | 100 | ................ | 74,239 | ................ | 74,239 |
| 1142 | Budget Preparation and Execution | 1970 | 8 | 111,699 | 57,650 | 460 | 2,100 | 200 | ................ | 172,109 | ................ | 172,109 |
| | | 1969 | 8 | 114,776 | 52,470 | 460 | 2,100 | 200 | ................ | 169,186 | ................ | 169,186 |
| 1146 | Program Reporting, Review and Analysis | 1970 | 2 | 30,060 | 360 | 240 | 50 | 100 | ................ | 30,810 | ................ | 30,810 |
| | | 1969 | 3 | 36,503 | 500 | 240 | 50 | 100 | ................ | 37,393 | ................ | 37,393 |
| 1148 | Personnel Utilization Studies | 1970 | 12 | 124,367 | 10,850 | 6,000 | 200 | 100 | ................ | 141,517 | ................ | 141,517 |
| | | 1969 | 9 | 91,308 | 965 | 4,200 | 200 | 100 | ................ | 97,593 | ................ | 97,593 |
| | Total | 1970 | 26 | $ 345,354 | $ 69,460 | $ 7,100 | $ 2,500 | $ 500 | | $ 424,914 | | $ 424,914 |
| | | 1969 | 24 | $ 315,651 | $ 54,460 | $ 5,300 | $ 2,500 | $ 500 | | $ 378,411 | | $ 378,411 |

100-Corporate Fund

## MAYOR'S OFFICE—BUDGETARY DIVISION—Continued

## PERFORMANCE DATA

| CODE | ACTIVITY AND SUB-ACTIVITY | WORK UNITS<br>Name | Number<br>Est. 1970 | Budget 1969 | Act. 1968 | PERSONNEL<br>Number<br>1970 | 1969 | Man-Hours<br>1970 | 1969 | Man-Hours Per-Unit<br>1970 | 1969 | OPERATING COSTS<br>Total for Year<br>1970 | 1969 | Av. Cost Per-Unit<br>1970 | 1969 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1141 | **Administration:** ........ | | ........ | ........ | ........ | 4 | 4 | 7,280 | 7,280 | ........ | ........ | $ 80,478 | $ 74,239 | ........ | ........ |
| 1142 | **Budget Preparation and Execution:** | | ........ | ........ | ........ | 8 | 8 | 14,560 | 14,560 | ........ | ........ | 172,109 | 169,186 | ........ | ........ |
| 01 | **Preparing budget instructions and analyzing estimates........** | | ........ | ........ | ........ | 2 | 2 | 3,640 | 3,640 | ........ | ........ | 32,349 | 31,316 | ........ | ........ |
| 02 | **Processing budget allotments and performance data........** | | ........ | ........ | ........ | 3 | 3 | 5,460 | 5,460 | ........ | ........ | 34,721 | 37,001 | ........ | ........ |
| 03 | **Verifying salary rates and coding positions ........** | | ........ | ........ | ........ | 2 | 1 | 3,640 | 1,820 | ........ | ........ | 26,878 | 14,638 | ........ | ........ |
| 04 | **Conducting organization and methods studies ........** | | ........ | ........ | ........ | 1 | 2 | 1,820 | 3,640 | ........ | ........ | 21,161 | 34,241 | ........ | ........ |
| | | | | | | | | | | ........ | ........ | 57,000 | 52,000 | ........ | ........ |
| 1146 | **Program Reporting, Review and Analysis:**<br>**Preparing and analyzing economic and social statistics..** | | ........ | ........ | ........ | 2 | 3 | 3,640 | 5,460 | ........ | ........ | 30,810 | 37,393 | ........ | ........ |
| 1148 | **Personnel Utilization Studies:**<br>**Analyzing and reporting on field employes work performance ........** | | ........ | ........ | ........ | 12 | 9 | 21,840 | 16,380 | ........ | ........ | 141,517 | 97,593 | ........ | ........ |
| | Total ........ | | | | | 26 | 24 | 47,320 | 43,680 | | | $ 424,914 | $ 378,411 | | |

100-Corporate Fund

## MAYOR'S OFFICE

### BUDGETARY DIVISION

The Budgetary Division prepares preliminary budget estimates for the Mayor and City Council. Under the direction of the Mayor, it prepares the annual Executive Budget. In addition, the Division makes management surveys, wage surveys, economic studies, and field analyses.

| Code | | Amounts Appropriated |
|---|---|---|
| .005 | Salaries and Wages—on Payroll | $ 341,296. |
| .015 | Schedule Salary Adjustments | 258. |
| .020 | Overtime | 3,800. |
| *1140.000 | **For Personal Services** | 345,354. |
| .126 | Office Conveniences | 350. |
| .130 | Postage and Postal Charges | 500. |
| .150 | Publication—Budget Document | 57,000. |
| .162 | Repair or Maintenance of Equipment | 10,650. |
| .166 | Subscriptions and Dues | 160. |
| .186 | Telephone | 800. |
| *1140.100 | **For Contractual Services** | 69,460. |
| .224 | Automobile Allowance—mileage basis | 50. |
| .228 | Automobile Allowance—schedule rate | 6,000. |
| .245 | Reimbursement to Travelers | 1,000. |
| .270 | Local Transportation | 50. |
| *1140.200 | **For Travel** | 7,100. |
| .350 | Stationery and Office Supplies | 2,500. |
| *1140.300 | **For Commodities** | 2,500. |
| *1140.700 | **For Contingencies** | 500. |
| | ***Total for Budgetary Division** | $ 424,914. |

### POSITIONS AND SALARIES

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **ADMINISTRATION—1141** | | |
| 9661 | Budget Director | 1 | $ 29,500. |
| 1126 | Deputy Budget Director | 1 | 28,068. |
| 0805 | Secretary | 1 | 10,560. |
| 0302 | Administrative Assistant II | 1 | 11,100. |
| | Schedule Salary Adjustments | | |
| | | 4 | 79,228. |
| **BUDGET PREPARATION AND EXECUTION—1142** | | | |
| 1124 | Assistant Budget Director | 1 | 19,932. |
| 1191 | Budget Control Analyst | 1 | 16,380. |
| 1107 | Principal Budget Analyst | 1 | 14,856. |
| 1105 | Senior Budget Analyst | 1 | 11,652. |
| 1105 | Senior Budget Analyst | 1 | 10,560. |
| 1103 | Budget Analyst | 1 | 9,564. |
| 1313 | Employee Compensation Technician III | 1 | 9,120. |

## Mayor's Office—Budgetary Division—*Continued*

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **BUDGET PREPARATION AND EXECUTION —1142—Continued** | | |
| 0427 | Chief Clerk | 1 | $ 15,600. |
| | Schedule Salary Adjustments | | 235. |
| | Overtime | | 3,800. |
| | | 8 | 111,699. |
| | **PROGRAM REPORTING, REVIEW AND ANALYSIS—1146** | | |
| 1115 | Assistant to Budget Director | 1 | 17,220. |
| 1103 | Budget Analyst | 1 | 12,840. |
| | Schedule Salary Adjustments | | |
| | | 2 | 30,060. |
| | **PERSONNEL UTILIZATION STUDIES—1148** | | |
| 1137 | Director of Field Analysis | 1 | 17,220. |
| 1135 | Assistant Director of Field Analysis | 1 | 15,600. |
| 1133 | Field Analyst | 1 | 11,100. |
| 1133 | Field Analyst | 3 | 10,560. |
| 1133 | Field Analyst | 2 | 9,120. |
| 1133 | Field Analyst | 2 | 8,268. |
| 0825 | Principal Stenographer | 1 | 9,120. |
| 0834 | Typist | 1 | 4,848. |
| | Schedule Salary Adjustments | | 23. |
| | | 12 | 124,367. |
| | | 26 | $ 345,354. |
| | **Automobile Allowance—schedule rate** | | |
| 6755 | Compensation for use of personally owned automobiles by: | | |
| | Director of Field Analysis | 1 | |
| | Assistant Director of Field Analysis | 1 | |
| | Field Analyst | 8 | |
| | | 10 | $ 6,000. |

100-Corporate Fund

## MAYOR'S DIRECTOR OF DATA PROCESSING—DATA CENTER

### DISTRIBUTION OF APPROPRIATIONS BY ORGANIZATIONAL ACTIVITIES

| CODE | ORGANIZATIONAL ACTIVITY | Year | Number of Positions | Personal Services | Contractual Services | Travel | Commodities | Contingencies | Specific Purposes | Total Operating Expense | Capital Outlay | Total Appropriation |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1151 | Administration | 1970 | 19 | $ 217,257 | $ 9,850 | $ 1,650 | $ 4,000 | ............ | ............ | $ 232,757 | $ 3,000 | $ 235,757 |
| | | 1969 | 17 | 189,371 | 47,440 | 6,500 | 6,000 | ............ | ............ | 249,311 | 6,805 | 256,116 |
| 1152 | Systems and Programming | 1970 | 48 | 616,280 | 52,350 | 2,200 | 4,500 | ............ | ............ | 675,330 | 2,200 | 677,530 |
| | | 1969 | 53 | 591,538 | 108,400 | 3,000 | 7,000 | ............ | ............ | 709,938 | 3,885 | 713,823 |
| 1154 | Operations | 1970 | 154 | 1,101,611 | 1,877,712 | 1,250 | 79,500 | ............ | ............ | 3,060,073 | 3,300 | 3,063,373 |
| | | 1969 | 157 | 1,041,514 | 1,748,173 | 1,000 | 26,700 | ............ | ............ | 2,817,387 | 13,810 | 2,831,197 |
| 1155 | Research | 1970 | 4 | 64,472 | 11,700 | 1,600 | 2,000 | ............ | ............ | 79,772 | 1,500 | 81,272 |
| | | 1969 | 3 | 36,540 | 50,000 | 1,000 | 1,000 | ............ | ............ | 88,540 | 1,500 | 90,040 |
| | **Totals** | 1970 | 225 | $1,999,620 | $1,951,612 | $ 6,700 | $ 90,000 | | | $4,047,932 | $ 10,000 | $4,057,932 |
| | | 1969 | 230 | $1,858,963 | $1,954,013 | $11,500 | $ 40,700 | | | $3,865,176 | $ 26,000 | $3,891,176 |

## MAYOR'S DIRECTOR OF DATA PROCESSING—DATA CENTER

The Mayor's Director of Data Processing is the principal advisor to the Mayor and city departments on matters related to data processing. He maintains central control over the acquisition and retention of computers and related equipment and advises on feasibility of automated systems. He operates a comprehensive central data processing center to support the city's information processing requirements.

| Code | | Amounts Appropriated |
|---|---|---|
| .005 | Salaries and Wages—on Payroll | $ 1,955,224. |
| .010 | Salaries and Wages—on Voucher | 5,000. |
| .015 | Schedule Salary Adjustments | 39,396. |
| .020 | Overtime | |
| *1150.000 | **For Personal Services** | 1,999,620. |
| .126 | Office Conveniences | 600. |
| .130 | Postage and Postal Charges | 1,500. |
| .149 | Other Professional and Technical Services | 170,000. |
| .150 | Publications | 3,000. |
| .157 | Rental of Equipment and Services | 1,755,912. |
| .162 | Repair or Maintenance of Equipment | 1,500. |
| .166 | Subscriptions and Dues | 600. |
| .169 | Technical Meeting Costs | 3,000. |
| .175 | Transportation Charges (Exclusive of Travel) | 11,500. |
| .186 | Telephone | 4,000. |
| *1150.100 | **For Contractual Services** | 1,951,612. |
| .245 | Reimbursement to Travelers | 6,000. |
| .270 | Local Transportation | 700. |
| *1150.200 | **For Travel** | 6,700. |
| .340 | Material and Supplies | 20,000. |
| .350 | Stationery and Office Supplies | 70,000. |
| *1150.300 | **For Commodities** | 90,000. |
| .422 | Office Machines | 6,500. |
| .424 | Furniture and Furnishings | 3,500. |
| *1150.400 | **For Equipment** | 10,000. |
| | ***Total for Mayor's Director of Data Processing—Data Center** | $ 4,057,932. |

### POSITIONS AND SALARIES

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **ADMINISTRATION—1151** | | |
| 9764 | Director of Data Processing | 1 | $ 29,500. |
| 1188 | Assistant Director of Data Processing | 1 | 24,228. |
| 1154 | Assistant Director of Data Processing for Police | 1 | 21,984. |
| 0383 | Assistant to Director of Data Processing | 1 | 18,084. |
| 0309 | Coordinator of Special Projects | 1 | 18,084. |
| 0308 | Staff Assistant | 1 | 11,100. |
| 0302 | Administrative Assistant II | 1 | 10,056. |
| 0102 | Accountant II | 1 | 10,560. |

## Mayor's Director of Data Processing—Data Center—*Continued*

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **ADMINISTRATION—1151—Continued** | | |
| 0145 | Account Clerk | 1 | $ 5,088. |
| 0809 | Executive Secretary I | 1 | 8,268. |
| 0825 | Principal Stenographer | 1 | 8,688. |
| 0825 | Principal Stenographer | 1 | 7,152. |
| 0825 | Principal Stenographer | 1 | 6,480. |
| 0836 | Senior Typist | 1 | 5,604. |
| 0836 | Senior Typist | 2 | 5,340. |
| 0834 | Typist | 1 | 4,848. |
| 0632 | Data Controller | 1 | 6,480. |
| 1811 | Storekeeper | 1 | 6,480. |
| | Schedule Salary Adjustments | | 3,893. |
| | | 19 | 217,257. |
| | **SYSTEMS AND PROGRAMMING—1152** | | |
| 1161 | Manager of Data Center Systems | 1 | 23,076. |
| 1166 | Chief Systems Engineer | 1 | 15,600. |
| 1172 | Principal Systems Engineer | 1 | 16,380. |
| 1172 | Principal Systems Engineer | 2 | 14,148. |
| 1167 | Senior Systems Engineer | 1 | 15,600. |
| 1167 | Senior Systems Engineer | 1 | 14,856. |
| 1167 | Senior Systems Engineer | 2 | 14,148. |
| 1167 | Senior Systems Engineer | 7 | 12,840. |
| 1168 | Systems Engineer | 1 | 14,856. |
| 1168 | Systems Engineer | 1 | 12,840. |
| 1168 | Systems Engineer | 2 | 11,652. |
| 1168 | Systems Engineer | 1 | 10,560. |
| 1169 | Chief Applications Designer | 1 | 14,856. |
| 1174 | Principal Applications Designer | 4 | 13,476. |
| 1170 | Senior Applications Designer | 1 | 12,840. |
| 1170 | Senior Applications Designer | 7 | 12,240. |
| 1171 | Applications Designer | 1 | 11,652. |
| 1171 | Applications Designer | 2 | 11,100. |
| 1171 | Applications Designer | 5 | 10,056. |
| 1180 | Applications Designer Trainee | 1 | 8,688. |
| 1180 | Applications Designer Trainee | 2 | 8,268. |
| 1150 | Senior Systems Programmer | 1 | 13,476. |
| 1151 | Systems Programmer | 1 | 12,240. |
| 0644 | Documentation Librarian | 1 | 6,804. |
| | Schedule Salary Adjustments | | 13,580. |
| | | 48 | 616,280. |

100-Corporate Fund

## Mayor's Director of Data Processing—Data Center—*Continued*

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **OPERATIONS—1154** | | |
| 1162 | Manager of Data Center Operations | 1 | $ 19,932. |
| 1152 | Assistant Manager of Operations | 1 | 14,856. |
| 1178 | Senior Computer Analyst | 1 | 14,148. |
| 1179 | Computer Analyst | 2 | 11,100. |
| 1192 | Scheduler | 1 | 10,560. |
| 1193 | Operations Supervisor | 1 | 11,100. |
| 1193 | Operations Supervisor | 1 | 10,056. |
| 0634 | Chief Supervisor of Data Preparation | 1 | 12,240. |
| 0636 | Shift Supervisor of Data Preparation | 1 | 9,564. |
| 0636 | Shift Supervisor of Data Preparation | 2 | 9,120. |
| 0639 | Chief Supervisor of Computer Operations | 1 | 12,840. |
| 0640 | Shift Supervisor of Computer Operations | 1 | 10,560. |
| 0640 | Shift Supervisor of Computer Operations | 1 | 9,564. |
| 0640 | Shift Supervisor of Computer Operations | 2 | 9,120. |
| 0629 | Supervisor of Data Processing | 1 | 14,148. |
| 0610 | Chief Key Punch Operator | 1 | 7,500. |
| 0617 | Principal Key Punch Operator | 1 | 7,152. |
| 0617 | Principal Key Punch Operator | 1 | 6,480. |
| 0617 | Principal Key Punch Operator | 5 | 6,180. |
| 0616 | Senior Key Punch Operator | 1 | 8,268. |
| 0616 | Senior Key Punch Operator | 1 | 7,872. |
| 0616 | Senior Key Punch Operator | 2 | 7,500. |
| 0616 | Senior Key Punch Operator | 3 | 7,152. |
| 0616 | Senior Key Punch Operator | 1 | 6,804. |
| 0616 | Senior Key Punch Operator | 3 | 6,480. |
| 0616 | Senior Key Punch Operator | 4 | 6,180. |
| 0616 | Senior Key Punch Operator | 9 | 5,892. |
| 0616 | Senior Key Punch Operator | 6 | 5,604. |
| 0614 | Key Punch Operator | 1 | 7,872. |
| 0614 | Key Punch Operator | 1 | 7,500. |
| 0614 | Key Punch Operator | 1 | 7,152. |
| 0614 | Key Punch Operator | 3 | 6,804. |
| 0614 | Key Punch Operator | 3 | 6,180. |
| 0614 | Key Punch Operator | 1 | 5,892. |
| 0614 | Key Punch Operator | 21 | 5,604. |
| 0614 | Key Punch Operator | 19 | 5,340. |
| 0614 | Key Punch Operator | 5 | 5,088. |
| 0628 | Chief Supervisor of Data Control | 1 | 12,240. |
| 0630 | Shift Supervisor of Data Control | 1 | 10,056. |
| 0630 | Shift Supervisor of Data Control | 2 | 9,120. |
| 0631 | Senior Data Controller | 3 | 7,500. |
| 0632 | Data Controller | 2 | 6,480. |
| 0632 | Data Controller | 3 | 6,180. |
| 0621 | Data Control Coder | 2 | 7,500. |
| 0621 | Data Control Coder | 2 | 5,892. |
| 0621 | Data Control Coder | 1 | 5,604. |
| 0633 | Data Output Handler | 2 | 5,892. |
| 0633 | Data Output Handler | 2 | 5,604. |
| 0641 | Senior Librarian—Tape and Disk | 1 | 8,268. |
| 0642 | Librarian—Tape and Disk | 1 | 7,152. |

100-Corporate Fund

## Mayor's Director of Data Processing—Data Center—*Continued*

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **OPERATIONS—1154—Continued** | | |
| 0663 | Principal Computer Console Operator ........ | 1 | $ 8,688. |
| 0663 | Principal Computer Console Operator ........ | 2 | 8,268. |
| 0662 | Senior Computer Console Operator .......... | 1 | 8,688. |
| 0662 | Senior Computer Console Operator .......... | 1 | 8,268. |
| 0662 | Senior Computer Console Operator .......... | 2 | 7,872. |
| 0662 | Senior Computer Console Operator .......... | 1 | 7,500. |
| 0660 | Computer Console Operator ................. | 1 | 7,872. |
| 0660 | Computer Console Operator ................. | 1 | 7,500. |
| 0660 | Computer Console Operator ................ | 2 | 7,152. |
| 0660 | Computer Console Operator ................ | 3 | 6,804. |
| 0675 | Principal Tabulating Machine Operator ...... | 1 | 9,120. |
| 0675 | Principal Tabulating Machine Operator ...... | 1 | 7,872. |
| 0673 | Senior Tabulating Machine Operator ......... | 1 | 7,500. |
| 0671 | Tabulating Machine Operator ............... | 1 | 6,804. |
| 0671 | Tabulating Machine Operator ............... | 1 | 6,480. |
| | Schedule Salary Adjustments ............... | | 20,543. |
| | | 154 | 1,101,611. |
| | **RESEARCH—1155** | | |
| 1147 | Manager, Management Science Division ..... | 1 | 19,932. |
| 1196 | Supervisor of Computer Research ........... | 1 | 14,856. |
| 1194 | Computer Research Analyst ................ | 2 | 11,652. |
| | Schedule Salary Adjustments ............... | | 1,380. |
| | | 4 | 59,472. |
| | | 225 | $ 1,994,620. |

## DEPARTMENT OF INVESTIGATION

**The Department of Investigation shall make all investigations directed by the Mayor and all studies and investigations which, in the Mayor's opinion, may be in the best interest of the City, including but not limited to investigations of the affairs, accounts, integrity and efficiency of the personnel of any City agency.**

| Code | | Amounts Appropriated |
|---|---|---|
| .005 | Salaries and Wages—on Payroll | $ 98,980. |
| .015 | Schedule Salary Adjustments | 1,906. |
| *1168.000 | **For Personal Services** | 100,886. |
| .126 | Office Conveniences | 300. |
| .130 | Postage and Postal Charges | 300. |
| | Professional and Technical Services: | |
| .143 | Court Reporting | 2,000. |
| .155 | Rental of Property | 7,480. |
| .157 | Rental of Equipment and Services | 1,000. |
| .162 | Repair or Maintenance of Equipment | 500. |
| .166 | Subscriptions and Dues | 400. |
| .182 | Heat, Light and Power (Public) | 600. |
| .186 | Telephone | 1,100. |
| *1168.100 | **For Contractual Services** | 13,680. |
| .350 | Stationery and Office Supplies | 600. |
| *1168.300 | **For Commodities** | 600. |
| *1168.700 | **For Contingencies** | 400. |
| *1168.801 | For Investigative Expenses including the employment of Examining Lawyers, Investigators and other personnel as needed | 23,300. |
| | ***Total for Department of Investigation** | $ 138,866. |

### POSITIONS AND SALARIES

| Code | Positions | No. | Rate |
|---|---|---|---|
| 9670 | Commissioner of Investigation | 1 | $ 25,000. |
| 1635 | Deputy Commissioner of Department of Investigation | 1 | 18,084. |
| 1624 | Legal Investigator | 1 | 11,652. |
| 1624 | Legal Investigator | 1 | 9,564. |
| 1624 | Legal Investigator | 1 | 9,120. |
| 1626 | Investigation Records Clerk | 2 | 7,500. |
| 0302 | Administrative Assistant II | 1 | 10,560. |
| | Schedule Salary Adjustments | | 1,906. |
| | | 8 | $ 100,886. |

100-Corporate Fund

## CITY COUNCIL

**The** City Council is the legislative body of the City. It consists of the Mayor and fifty Aldermen. **The** Council is authorized to exercise only such general and specific powers as the General Assembly has delegated by statute. It passes ordinances, subject to the Mayor's veto. It levies taxes to defray the expenditures and obligations of the health, safety and service functions.

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Ten per cent of the amount expended hereunder to be reimbursed from the Water Fund as its proportionate share of this expense, as per Section 7-14 of the Municipal Code of Chicago.

| Code | | Amounts Appropriated |
|---|---|---|
| .005 | Salaries and Wages—on Payroll | $ 807,156. |
| *1210.000 | **For Personal Services** | 807,156. |
| | **For allowance to members of the City Council for expenses incurred in the use, maintenance and operation of personally owned automobiles in connection with official duties, at not to exceed $55.00 per month:** | |
| .228 | **Automobile Allowance—schedule rate** | 32,400. |
| *1210.200 | **For Travel** | 32,400. |
| *1210.801 | **For operating expense of the offices of the Aldermen in connection with their official duties** | 250,000. |
| | ***Total for City Council** | $ 1,089,556. |

### POSITIONS AND SALARIES

| | | | |
|---|---|---|---|
| **9601** | **Alderman** | 50 | $ 8,000. |
| **9603** | **Chairman, Committee on Finance** | | 3,500. |
| **9605** | **Secretary to Alderman** | 50 | 7,872. |
| **9607** | **Secretary to President Pro-Tem** | 1 | 10,056. |
| | | 101 | $ 807,156. |

# CITY COUNCIL COMMITTEES

## COMMITTEE ON FINANCE

The Committee on Finance has jurisdiction over the appropriation ordinance, tax levy ordinances, revenue and expenditure orders, ordinances and resolutions; capital improvement programs, city property, administrative efficiency, consolidation of governmental bodies, state and federal legislation affecting municipal finance, the maintenance of municipal services, and matters generally affecting the Mayor's Office, the Departments of Finance, Public Works, Water and Sewers, City Maintenance departments, the Capital Improvements Committee; and the solicitation of funds for charitable or other purposes on the street and in other public places.

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Twenty-five per cent of the amount expended hereunder for general operating expense of the Committee to be reimbursed from the Water Fund as its proportionate share of this expense as per Section 7-14 of the Municipal Code of Chicago.

| Code | | Amounts Appropriated |
|---|---|---|
| .005 | Salaries and Wages—on Payroll | $ 226,896. |
| .015 | Schedule Salary Adjustments | 131. |
| *1230.000 | **For Personal Services** | 227,027. |
| .130 | Postage and Postal Charges | 1,400. |
| .143 | Court Reporting | 700. |
| .157 | Rental of Equipment and Services | 2,500. |
| .166 | Subscriptions and Dues | 200. |
| .176 | Maintenance and Operation—City Owned Vehicles | 100. |
| .186 | Telephone | 1,400. |
| *1230.100 | **For Contractual Services** | 6,300. |
| .224 | Automobile Allowance—mileage basis | 225. |
| .228 | Automobile Allowance—schedule rate | 1,200. |
| *1230.200 | **For Travel** | 1,425. |
| .340 | Material and Supplies | 500. |
| .350 | Stationery and Office Supplies | 3,300. |
| *1230.300 | **For Commodities** | 3,800. |
| *1230.700 | **For Contingencies** | 1,500. |
| | ***Total for Committee on Finance** | $ 240,052. |

## City Council Committees—*Continued*

### COMMITTEE ON FINANCE—Continued

### POSITIONS AND SALARIES

| Code | Positions | No. | Rate |
|---|---|---|---|
| | COMMITTEE ON FINANCE | | |
| 9613 | Chief Administrative Officer | 1 | $ 24,228. |
| 9614 | Deputy Chief Administrative Officer | 1 | 20,928. |
| 9604 | Secretary of Committee on Finance | 1 | 16,380. |
| 9678 | Legislative Fiscal Analyst | 1 | 13,476. |
| 9698 | Legislative Research Analyst | 2 | 12,840. |
| 9699 | Legislative Aide | 1 | 11,100. |
| 9699 | Legislative Aide | 1 | 10,560. |
| 9699 | Legislative Aide | 1 | 10,056. |
| 9699 | Legislative Aide | | 9,120. |
| 9699 | Legislative Aide | 1 | 8,268. |
| 0827 | Head Stenographer | 1 | 11,652. |
| 0827 | Head Stenographer | 1 | 7,500. |
| 0825 | Principal Stenographer | 1 | 6,480. |
| 0823 | Senior Stenographer | 1 | 5,604. |
| | Schedule Salary Adjustments | | |
| | | 14 | 190,152. |
| | WORKMEN'S COMPENSATION DIVISION | | |
| 9850 | Assistant City Physician | 1 | 9,120. |
| 9727 | Workmen's Compensation Coordinator | 1 | 10,560. |
| 9728 | Investigator of Workmen's Compensation | 1 | 7,500. |
| 0825 | Principal Stenographer | 1 | 9,564. |
| | Schedule Salary Adjustments | | 131. |
| | | 4 | 36,875. |
| | | 18 | $ 227,027. |
| | **Automobile Allowance—schedule rate** | | |
| 6755 | Compensation for use of personally owned automobiles by: | | |
| | Legislative Aide | 2 | |
| | | 2 | $ 1,200. |

## COMMITTEE ON BUILDINGS AND ZONING

The Committee on Buildings and Zoning has jurisdiction over building and zoning ordinances and matters generally affecting the Department of Buildings.

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| Code | | Amounts Appropriated |
|---|---|---|
| .005 | Salaries and Wages—on Payroll | $ 62,532. |
| .015 | Schedule Salary Adjustments | 224. |
| *1224.000 | **For Personal Services** | 62,756. |
| .128 | Fees and Services | 350. |
| .130 | Postage and Postal Charges | 1,250. |
| | Professional and Technical Services: | |
| .143 | Court Reporting | 3,684. |
| .157 | Rental of Equipment and Services | 950. |
| .166 | Subscriptions and Dues | 100. |
| *1224.100 | **For Contractual Services** | 6,334. |
| .224 | Automobile Allowance—mileage basis | 864. |
| *1224.200 | **For Travel** | 864. |
| .340 | Material and Supplies | 700. |
| .350 | Stationery and Office Supplies | 450. |
| *1224.300 | **For Commodities** | 1,150. |
| .422 | Office Machines | 900. |
| *1224.400 | **For Equipment** | 900. |
| *1224.700 | **For Contingencies** | 500. |
| | ***Total for Committee on Buildings and Zoning** | $ 72,504. |

### POSITIONS AND SALARIES

| Code | Positions | No. | Rate |
|---|---|---|---|
| 9654 | Zoning Administrator | 1 | $ 14,856. |
| 0302 | Administrative Assistant II | 1 | 8,268. |
| 9627 | Liaison Officer | 1 | 9,564. |
| 1293 | Zoning Examiner | 1 | 7,872. |
| 9723 | Chief Investigator | 1 | 6,804. |
| 9721 | Investigator | 1 | 6,480. |
| 9813 | Secretarial Stenographer | 1 | 8,688. |
| | Schedule Salary Adjustments | | 224. |
| | | 7 | $ 62,756. |

## CITY COUNCIL COMMITTEES

| Code | | Amounts Appropriated |
|---|---|---|
| | **COMMITTEE ON AVIATION** | |
| *1222.000 | For Personal Services | $ 17,843. |
| *1222.100 | For Contractual Services | 50. |
| *1222.200 | For Travel | 250. |
| *1222.300 | For Commodities | 50. |
| *1222.700 | For Contingencies | 2,000. |
| | ***Total for Committee on Aviation** | $ 20,193. |
| | **COMMITTEE ON COMMITTEES AND RULES** | |
| *1226.000 | For Personal Services | $ 22,988. |
| *1226.100 | For Contractual Services | 50. |
| *1226.300 | For Commodities | 50. |
| | ***Total for Committee on Committees and Rules** | $ 23,088. |
| | **COMMITTEE ON FORESTRY AND RECREATION** | |
| *1234.000 | For Personal Services | $ 15,324. |
| *1234.100 | For Contractual Services | 160. |
| *1234.300 | For Commodities | 500. |
| | ***Total for Committee on Forestry and Recreation** | $ 15,984. |
| | **COMMITTEE ON THE PORT OF CHICAGO, WHARVES AND BRIDGES** | |
| *1236.000 | For Personal Services | $ 15,397. |
| *1236.100 | For Contractual Services | 50. |
| *1236.300 | For Commodities | 50. |
| | ***Total for Committee on the Port of Chicago, Wharves and Bridges** | $ 15,497. |
| | **COMMITTEE ON HEALTH** | |
| *1238.000 | For Personal Services | $ 17,917. |
| *1238.100 | For Contractual Services | 214. |
| *1238.300 | For Commodities | 200. |
| | ***Total for Committee on Health** | $ 18,331. |
| | **COMMITTEE ON FEDERAL AND STATE LEGISLATION** | |
| *1242.000 | For Personal Services | $ 15,349. |
| *1242.100 | For Contractual Services | 250. |
| *1242.300 | For Commodities | 80. |
| *1242.801 | Expense in attending Legislative Sessions | 10,000. |
| | ***Total for Committee on Federal and State Legislation** | $ 25,679. |
| | **COMMITTEE ON JUDICIARY** | |
| *1240.000 | For Personal Services | $ 15,191. |
| *1240.100 | For Contractual Services | 250. |
| | ***Total for Committee on Judiciary** | $ 15,441. |
| | **COMMITTEE ON LICENSE** | |
| *1244.000 | For Personal Services | $ 18,654. |
| *1244.300 | For Commodities | 500. |
| | ***Total for Committee on License** | $ 19,154. |

## City Council Committees *(continued)*

| Code | | Amounts Appropriated |
|---|---|---|
| | **COMMITTEE ON LOCAL INDUSTRIES, STREETS AND ALLEYS** | |
| *1246.000 | For Personal Services | $ 21,833. |
| *1246.100 | For Contractual Services | 50. |
| *1246.300 | For Commodities | 150. |
| | ***Total for Committee on Local Industries, Streets and Alleys** | $ 22,033. |
| | **COMMITTEE ON LOCAL TRANSPORTATION** | |
| *1248.000 | For Personal Services | $ 8,713. |
| | ***Total for Committee on Local Transportation** | $ 8,713. |
| | **COMMITTEE ON PLANNING AND HOUSING** | |
| *1250.000 | For Personal Services | $ 38,059. |
| *1250.100 | For Contractual Services | 50. |
| *1250.300 | For Commodities | 150. |
| *1250.700 | For Contingencies | 100. |
| | ***Total for Committee on Planning and Housing** | $ 38,359. |
| | **COMMITTEE ON POLICE, FIRE, CIVIL SERVICE, SCHOOLS AND MUNICIPAL INSTITUTIONS** | |
| *1252.000 | For Personal Services | $ 15,716. |
| *1252.100 | For Contractual Services | 50. |
| *1252.300 | For Commodities | 100. |
| | ***Total for Committee on Police, Fire, Civil Service, Schools and Municipal Institutions** | $ 15,866. |
| | **COMMITTEE ON CULTURAL AND ECONOMIC DEVELOPMENT** | |
| *1254.000 | For Personal Services | $ 21,359. |
| *1254.200 | For Travel | 1,000. |
| *1254.300 | For Commodities | 500. |
| | ***Total for Committee on Cultural and Economic Development** | $ 22,859. |
| | **COMMITTEE ON UTILITIES** | |
| | For the employment of Accountants, Attorneys, Engineers, and other persons as may be required. | |
| *1260.000 | For Personal Services | $ 22,621. |
| *1260.100 | For Contractual Services | 500. |
| *1260.300 | For Commodities | 200. |
| *1260.700 | For Contingencies | 2,000. |
| | ***Total for Committee on Utilities** | $ 25,321. |
| | **COMMITTEE ON ENVIRONMENTAL CONTROL** | |
| *1265.000 | For Personal Services | $ 23,500. |
| *1265.100 | For Contractual Services | 1,000. |
| *1265.300 | For Commodities | 500. |
| | ***Total for Committee on Environmental Control** | $ 25,000. |

100-Corporate Fund

## CITY COUNCIL LEGISLATIVE REFERENCE BUREAU

The function of the Legislative Reference Bureau is to prepare ordinances, orders, and other matters as requested by Council members. It is the research division of the Council.

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| Code | | Amounts Appropriated |
|---|---|---|
| .005 | Salaries and Wages—on Payroll | $ 65,892. |
| ***1280.000** | **For Personal Services** | 65,892. |
| .125 | Office and Building Services | 50. |
| .130 | Postage and Postal Charges | 70. |
| .157 | Rental of Equipment and Services | 1,000. |
| .166 | Subscriptions and Dues | 300. |
| *1280.100 | **For Contractual Services** | 1,420. |
| .245 | Reimbursement to Travelers | 1,000. |
| *1280.200 | **For Travel** | 1,000. |
| .350 | Stationery and Office Supplies | 300. |
| *1280.300 | **For Commodities** | 300. |
| | ***Total for Legislative Reference Bureau** | $ 68,612. |

### POSITIONS AND SALARIES

| Code | Positions | No. | Rate |
|---|---|---|---|
| 9610 | Director Legislative Reference Bureau | 1 | $ 16,380. |
| 9612 | Assistant to Director | 1 | 12,840. |
| 9644 | Legal Research Assistant | 2 | 10,056. |
| 9646 | Reference Clerk | 1 | 8,688. |
| 9813 | Secretarial Stenographer | 1 | 7,872. |
| | | 6 | $ 65,892. |

100-Corporate Fund

# MUNICIPAL REFERENCE LIBRARY

## DISTRIBUTION OF APPROPRIATIONS BY ORGANIZATIONAL ACTIVITIES

| CODE | ORGANIZATIONAL ACTIVITY | Year | Number of Positions | Personal Services | Contractual Services | Travel | Commodities | Contingencies | Specific Purposes | Total Operating Expense | Capital Outlay | Total Appropriation |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **1290** | Provision of Reference Facilities............ | 1970 | 14 | $ 179,045 | $ 17,525 | $ 1,100 | $ 20,300 | $ 400 | ................ | $ 218,370 | $ 7,500 | $ 225,870 |
| | | 1969 | 14 | $ 157,069 | $ 18,425 | $ 1,000 | $ 19,600 | $ 400 | ................ | $ 196,494 | $ 6,000 | $ 202,494 |

## PERFORMANCE DATA

| | | | WORK UNITS | | | PERSONNEL | | | | | | OPERATING COSTS | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Number | | | Number | | Man-Hours | | Man-Hours Per Unit | | Total for Year | | Av. Cost Per-Unit | |
| | ACTIVITY AND SUB-ACTIVITY | Name | Est. 1970 | Budget 1969 | Act. 1968 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 |
| **1290** | **Provision of Reference Facilities:** | | ............ | ............ | ............ | 14 | 14 | 33,980 | 33,400 | ........ | ........ | $ 218,370 | $ 196,494 | ........ | ........ |
| **01** | **Administrative and clerical........** | | ............ | ............ | ............ | 2 | 2 | 3,340 | 2,720 | ........ | ........ | 28,841 | 23,041 | ........ | ........ |
| **02** | **Obtaining and cataloging material** ........................................ | Each | 18,500 | 19,000 | 18,274 | 5 | 5 | 9,000 | 8,680 | .49 | .46 | 67,528 | 64,291 | $ 3.65 | $ 3.38 |
| **03** | **Distribution of material**.............. | Each | 23,000 | 24,000 | 21,582 | 2 | 2 | 7,140 | 5,460 | .31 | .22 | 36,200 | 22,175 | 1.57 | .92 |
| **04** | **General library services**.............. | | ............ | ............ | ............ | 7 | 7 | 14,500 | 16,540 | ........ | ........ | 85,801 | 86,987 | ........ | ........ |

100-Corporate Fund

## MUNICIPAL REFERENCE LIBRARY

It is the duty of the Librarian to maintain a library, collect, compile, and publish statutes and information relating to the City when requested to do so; and to collect statistics and information relating to the government and operation of other municipalities.

| Code | | Amounts Appropriated |
|---|---|---|
| .005 | Salaries and Wages—on Payroll | $ 176,330. |
| .015 | Schedule Salary Adjustments | 2,715. |
| *1290.000 | **For Personal Services** | 179,045. |
| .126 | Office Conveniences | 400. |
| .130 | Postage and Postal Charges | 2,000. |
| .149 | Other Professional and Technical Services | 1,500. |
| .150 | Publications | 6,500. |
| .157 | Rental of Equipment and Services | 4,800. |
| .162 | Repair or Maintenance of Equipment | 600. |
| .164 | Bookbinding | 600. |
| .166 | Subscriptions and Dues | 650. |
| .169 | Technical Meeting Costs | 150. |
| .186 | Telephone | 325. |
| *1290.100 | **For Contractual Services** | 17,525. |
| .245 | Reimbursement to Travelers | 950. |
| .270 | Local Transportation | 150. |
| *1290.200 | **For Travel** | 1,100. |
| .348 | Books and Related Materials | 18,000. |
| .350 | Stationery and Office Supplies | 2,300. |
| *1290.300 | **For Commodities** | 20,300. |
| .422 | Office Machines | 2,500. |
| .424 | Furniture and Furnishings | 5,000. |
| *1290.400 | **For Equipment** | 7,500. |
| *1290.700 | **For Contingencies** | 400. |
| | ***Total for Municipal Reference Library** | $ 225,870. |

## Municipal Reference Library—*Continued*

### POSITIONS AND SALARIES

| Code | Positions | No. | Rate |
|---|---|---|---|
| 9640 | Municipal Reference Librarian | 1 | $ 16,000. |
| 0302 | Administrative Assistant II | 1 | 12,240. |
| 0580 | Assistant Librarian (Municipal Reference Library) | 1 | 13,476. |
| 0570 | Librarian IV (Chief of Technical Services) (Municipal Reference Library) | 1 | 12,240. |
| 0520 | Librarian III (Municipal Reference Library) | 1 | 11,100. |
| **0520** | **Librarian III (Municipal Reference Library)** | 1 | 10,560. |
| **0505** | **Librarian II (Municipal Reference Library)** | 1 | 10,056. |
| 0505 | Librarian II (Municipal Reference Library) | 1 | 9,564. |
| **0504** | **Librarian I (Municipal Reference Library)** | 1 | 8,688. |
| 0544 | Technical Processes Assistant | 1 | 9,120. |
| 0576 | Head Library Clerk (Municipal Reference Library) | 2 | 7,872. |
| 0576 | Head Library Clerk (Municipal Reference Library) | 1 | 8,268. |
| 0542 | Principal Library Clerk (Municipal Reference Library) | 1 | 6,804. |
| 0504 | Librarian I Part-time (Municipal Reference Library) ($4.77h to $5.52h) | (3,000h) | 16,550. |
| 0535 | Senior Library Clerk—Part-time (Municipal Reference Library) ($2.93h to $3.56h) | (3,500h) | 11,400. |
| 0539 | Library Page ($2.22h to $2.54h) | (2,000h) | 4,520. |
|  | Schedule Salary Adjustments |  | 2,715. |
|  |  | 14 | $ 179,045. |

100-Corporate Fund

## DEPARTMENT OF DEVELOPMENT AND PLANNING

### DISTRIBUTION OF APPROPRIATIONS BY ORGANIZATIONAL ACTIVITY

| CODE | ORGANIZATIONAL ACTIVITY | Year | Number of Positions | Personal Services | Contractual Services | Travel | Commodities | Contingencies | Specific Purposes | Total Operating Expense | Capital Outlay | Total Appropriation |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1310 | City Development and Planning................ | 1970 | 105 | $1,298,175 | $ 132,900 | $ 7,900 | $ 29,000 | $ 3,000 | $ 63,000 | $1,533,975 | ................ | $1,533,975 |
| | | 1969 | 114 | $1,193,215 | $ 139,900 | $ 5,900 | $ 29,000 | $ 3,000 | $ 69,000 | $1,440,015 | ................ | $1,440,015 |

## DEPARTMENT OF DEVELOPMENT AND PLANNING

The function of the Department of Development and Planning is to supervise and coordinate the formulation and execution of physical improvement projects and development programs affecting the present and future development of the City.

| Code | | Amounts Appropriated |
|---|---|---|
| .005 | Salaries and Wages—on Payroll | $ 1,273,088. |
| .015 | Schedule Salary Adjustments | 16,587. |
| .020 | Overtime | 8,500. |
| *1310.000 | **For Personal Services** | 1,298,175. |
| .125 | Office and Building Services | 500. |
| .128 | Fees and Services | 18,000. |
| .130 | Postage and Postal Charges | 4,500. |
| | Professional and Technical Services: | |
| .147 | Surveys | 31,000. |
| .149 | Other Professional and Technical Services | 10,000. |
| .150 | Publications | 37,000. |
| .157 | Rental of Equipment and Services | 19,000. |
| .162 | Repair or Maintenance of Equipment | 1,000. |
| .166 | Subscriptions and Dues | 1,500. |
| .169 | Technical Meeting Costs | 4,000. |
| .175 | Transportation Charges (Exclusive of Travel) | 1,000. |
| .176 | Maintenance and Operation—City Owned Vehicles | 3,000. |
| .186 | Telephone | 2,400. |
| *1310.100 | **For Contractual Services** | 132,900. |
| .224 | Automobile Allowance—mileage basis | 400. |
| .228 | Automobile Allowance—schedule rate | 1,500. |
| .245 | Reimbursement to Travelers | 5,500. |
| .270 | Local Transportation | 500. |
| *1310.200 | **For Travel** | 7,900. |
| .340 | Material and Supplies | 17,800. |
| .350 | Stationery and Office Supplies | 11,200. |
| *1310.300 | **For Commodities** | 29,000. |
| *1310.700 | **For Contingencies** | 3,000. |
| *1310.802 | For work and services in connection with the Community Renewal Program | 13,000. |
| *1310.803 | For payment to Northeastern Illinois Metropolitan Area Planning Commission | 50,000. |
| | ***Total for Department of Development and Planning** | $ 1,533,975. |

100-Corporate Fund

## Department of Development and Planning—*Continued*

### POSITIONS AND SALARIES

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **ADMINISTRATION—1311** | | |
| 9664 | Commissioner of Development and Planning | 1 | $ 32,500. |
| 9679 | Deputy Commissioner of Development and Planning | 1 | 28,000. |
| 9686 | Deputy Commissioner for Family Life and Environment | 1 | 27,500. |
| 1436 | Deputy Commissioner for Transportation Studies | 1 | 28,000. |
| 0805 | Secretary | 1 | 9,564. |
| 0805 | Secretary | 1 | 8,688. |
| 0805 | Secretary | 1 | 7,500. |
| | Schedule Salary Adjustments | | |
| | | 7 | 141,752. |
| | **DEVELOPMENT—1312** | | |
| 1438 | Assistant Commissioner of Development and Planning | 1 | 23,076. |
| 5404 | Architect IV | 1 | 14,856. |
| 1440 | Coordinating Planner II | 1 | 20,928. |
| 1440 | Coordinating Planner II | 2 | 19,932. |
| 1441 | Coordinating Planner I | 1 | 17,220. |
| 1405 | City Planner V | 1 | 17,220. |
| 1405 | City Planner V | 2 | 15,600. |
| 1405 | City Planner V | 1 | 14,148. |
| 1404 | City Planner IV | 1 | 13,476. |
| 1403 | City Planner III | 1 | 12,840. |
| 1403 | City Planner III | 1 | 12,240. |
| 1403 | City Planner III | 1 | 11,652. |
| 1402 | City Planner II | 1 | 12,240. |
| 1402 | City Planner II | 1 | 11,100. |
| 1402 | City Planner II | 2 | 10,560. |
| 1401 | City Planner I | 2 | 10,056. |
| 1401 | City Planner I | 2 | 9,564. |
| 1406 | Planning Assistant | 1 | 9,120. |
| 1406 | Planning Assistant | 1 | 8,268. |
| 1725 | Research Assistant | 2 | 7,152. |
| 0823 | Senior Stenographer | 1 | 5,892. |
| 0821 | Junior Stenographer | 1 | 5,088. |
| | Schedule Salary Adjustments | | 7,440. |
| | | 28 | 362,532. |
| | **PLANNING—1313** | | |
| 1438 | Assistant Commissioner of Development and Planning | 1 | 24,228. |
| 1440 | Coordinating Planner II | 3 | 19,932. |
| 1441 | Coordinating Planner I | 1 | 18,984. |
| 1405 | City Planner V | 1 | 18,084. |
| 1405 | City Planner V | 1 | 17,220. |

## Department of Development and Planning—*Continued*

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **PLANNING—1313—Continued** | | |
| 1405 | City Planner V | 1 | $ 16,380. |
| 1405 | City Planner V | 1 | 14,148. |
| 1404 | City Planner IV | 1 | 14,856. |
| 1403 | City Planner III | 2 | 13,476. |
| 1403 | City Planner III | 1 | 12,840. |
| 1403 | City Planner III | 1 | 12,240. |
| 1402 | City Planner II | 2 | 11,100. |
| 1401 | City Planner I | 2 | 10,056. |
| 1401 | City Planner I | 1 | 9,564. |
| 1406 | Planning Assistant | 2 | 8,268. |
| 1725 | Research Assistant | 3 | 7,152. |
| 0421 | Principal Clerk | 1 | 6,804. |
| 0823 | Senior Stenographer | 2 | 5,892. |
| | Schedule Salary Adjustments | | 4,386. |
| | | 27 | 348,570. |
| | **ADMINISTRATIVE SERVICES—1314** | | |
| 1472 | Director of Administration | 1 | 18,084. |
| 0303 | Administrative Assistant III | 1 | 10,560. |
| 0302 | Administrative Assistant II | 1 | 8,268. |
| 5740 | Director of Graphic Arts | 1 | 19,932. |
| 5744 | Assistant Director of Graphics | 1 | 15,600. |
| 5738 | Display Artist III | 1 | 11,652. |
| 5737 | Display Artist II | 1 | 9,564. |
| 5736 | Display Artist I | 1 | 6,804. |
| 5743 | Graphic Artist III | 1 | 12,840. |
| 5742 | Graphic Artist II | 1 | 10,560. |
| 5741 | Graphic Artist I | 1 | 6,180. |
| 5747 | Cartographer III | 1 | 13,476. |
| 5746 | Cartographer II | 2 | 9,564. |
| 5745 | Cartographer I | 1 | 6,804. |
| 5745 | Cartographer I | 1 | 6,180. |
| 5752 | Map Draftsman II | 1 | 8,688. |
| 0841 | Varitype Operator | 1 | 6,180. |
| 0841 | Varitype Operator | 1 | 5,604. |
| 0752 | Director of Public Information | 1 | 13,476. |
| 0754 | Assistant Director of Public Information | 1 | 11,100. |
| 0746 | Staff Writer | 1 | 9,120. |
| 0742 | Public Information Assistant II | 1 | 10,056. |
| 0733 | Information Representative I | 1 | 7,152. |
| 0655 | Photographer | 1 | 7,500. |
| 0625 | Mechanical Records Clerk II | 1 | 7,872. |
| 1440 | Coordinating Planner II | 1 | 23,076. |

100-Corporate Fund

## Department of Development and Planning—*Continued*

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **ADMINISTRATIVE SERVICES—1314—Continued** | | |
| 1405 | City Planner V | 1 | $ 18,984. |
| 1404 | City Planner IV | 1 | 15,600. |
| 1403 | City Planner III | 1 | 12,840. |
| 1402 | City Planner II | 1 | 10,560. |
| 1401 | City Planner I | 1 | 11,100. |
| 1406 | Planning Assistant | 1 | 8,688. |
| 1406 | Planning Assistant | 2 | 8,268. |
| 1725 | Research Assistant | 1 | 8,268. |
| 0825 | Principal Stenographer | 1 | 8,268. |
| 0823 | Senior Stenographer | 1 | 6,804. |
| 0823 | Senior Stenographer | 1 | 6,180. |
| 0823 | Senior Stenographer | 2 | 5,604. |
| 0821 | Junior Stenographer | 1 | 5,088. |
| 0836 | Senior Typist | 1 | 6,480. |
| | Schedule Salary Adjustments | | 4,761. |
| | | 43 | 436,821. |
| | | 105 | $ 1,289,675. |
| | **Automobile Allowance—schedule rate** | | |
| 6755 | Compensation for use of personally owned automobiles by: | | |
| | City Planner V | 2 | |
| | City Planner IV | 3 | |
| | City Planner III | 1 | |
| | City Planner II | 3 | |
| | City Planner I | 1 | |
| | | 10 | $ 1,500. |

## DEPARTMENT OF DEVELOPMENT AND PLANNING REVOLVING FUND

The Department of Development and Planning Capital Account is established to facilitate performance of all duties and functions of the Department relating to the coordination of the planning and execution of physical improvement projects and development programs affecting the present and future development of the City, the expense of which is to be reimbursed by appropriations from City funds, from funds of other governmental agencies or by private persons.

This account shall be maintained and used subject to the conditions and limitations of Sections 7-24.1 to 7-24.10 of the Municipal Code of Chicago and the conditions and limitations herein set forth.

Charges shall be based upon the total cost of furnishing the services, including not to exceed seven percent for incidental and overhead expense.

100-Corporate Fund

# DEPARTMENT OF URBAN RENEWAL

## DISTRIBUTION OF APPROPRIATIONS BY ORGANIZATIONAL ACTIVITIES

| CODE | ORGANIZATIONAL ACTIVITY | Year | Number of Positions | Personal Services | Contractual Services | Travel | Commodities | Contingencies | Specific Purposes | Total Operating Expense | Capital Outlay | Total Appropriation |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1320 | Urban Renewal ................ | 1970 | 20 | $ 245,423 | $ 33,700 | $ 3,700 | $ 27,000 | $ 3,000 | ................ | $ 312,823 | ................ | $ 312,823 |
| | | 1969 | 19 | $ 216,414 | $ 26,900 | $ 3,800 | $ 25,000 | $ 3,000 | ................ | $ 275,114 | ................ | $ 275,114 |

100-Corporate Fund

## DEPARTMENT OF URBAN RENEWAL

**(See Community Redevelopment Bonds of 1966 and Slum Clearance Bonds of 1957 for other appropriations.)**

The Department of Urban Renewal carries on programs for the eradication and redevelopment of slum and blighted areas and the development and redevelopment of blighted vacant areas, the conservation of urban residential areas and the prevention of slums.

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| Code | | Amounts Appropriated |
|---|---|---|
| .005 | Salaries and Wages—on Payroll.......... | $ 242,648. |
| .015 | Schedule Salary Adjustments............ | 2,775. |
| *1320.000 | **For Personal Services**.................. | 245,423. |
| .126 | Office Conveniences ..................... | 2,000. |
| .128 | Fees and Services......................... | 500. |
| .130 | Postage and Postal Charges.............. | 2,500. |
| | Professional and Technical Services: | |
| .143 | Court Reporting ...................... | 500. |
| .147 | Surveys ................................ | 15,000. |
| .150 | Publications ........................... | 1,500. |
| .152 | Advertising ............................ | 200. |
| .157 | Rental of Equipment and Services......... | 4,000. |
| .162 | Repair or Maintenance of Equipment...... | 1,500. |
| .166 | Subscriptions and Dues.................. | 1,500. |
| .176 | Maintenance and Operation—City Owned Vehicles ............................ | 3,500. |
| .186 | Telephone ............................ | 1,000. |
| *1320.100 | **For Contractual Services**............... | 33,700. |
| .240 | Direct Payment to Private Agencies Providing Transportation or Related Services ................................ | 1,000. |
| .245 | Reimbursement to Travelers.............. | 2,000. |
| .270 | Local Transportation .................... | 700. |
| *1320.200 | **For Travel** .......................... | 3,700. |
| .320 | Gasoline .............................. | 2,000. |
| .340 | Material and Supplies.................... | 6,000. |
| .348 | Books and Related Materials.. ............ | 1,000. |
| .350 | Stationery and Office Supplies............ | 18,000. |
| *1320.300 | **For Commodities** .................... | 27,000. |
| *1320.700 | **For Contingencies** .................... | 3,000. |
| | ***Total for Department of Urban Renewal**... | $ 312,823. |

## Department of Urban Renewal—*Continued*

### POSITIONS AND SALARIES

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **Administration** | | |
| 9662 | Chairman and Commissioner of Urban Renewal | 1 | $ 31,000. |
| 1935 | Deputy Commissioner of Urban Renewal | 1 | 28,000. |
| 1939 | Assistant Commissioner for Urban Planning | 1 | 24,228. |
| 1936 | Assistant Commissioner of Urban Renewal | 1 | 24,228. |
| 1937 | Assistant to Commissioner, Urban Renewal | 1 | 14,148. |
| 0308 | Staff Assistant | 1 | 11,652. |
| 0302 | Administrative Assistant II | 1 | 10,560. |
| 0733 | Information Representative I | 1 | 8,268. |
| 0810 | Executive Secretary II | 1 | 11,652. |
| 0809 | Executive Secretary I | 1 | 8,268. |
| 0805 | Secretary | 1 | 8,268. |
| 0823 | Senior Stenographer | 1 | 6,480. |
| | Schedule Salary Adjustments | | 1,874. |
| | | 12 | 188,626. |
| | **Administrative and Fiscal** | | |
| 0102 | Accountant II | 1 | 10,056. |
| 0146 | Senior Account Clerk | 1 | 7,500. |
| 0146 | Senior Account Clerk | 1 | 7,152. |
| 0403 | Senior Clerk | 1 | 6,480. |
| 0836 | Senior Typist | 1 | 5,604. |
| 0834 | Typist | 1 | 5,340. |
| 0658 | Senior Multilith Operator | 1 | 7,872. |
| 0731 | Information Attendant | 1 | 5,892. |
| | Schedule Salary Adjustments | | 901. |
| | | 8 | 56,797. |
| | | 20 | $ 245,423. |

100-Corporate Fund

## NEIGHBORHOOD REDEVELOPMENT COMMISSION

The Neighborhood Redevelopment Commission supervises and regulates Neighborhood Redevelopment Corporations. Such corporations may acquire real property, may alter, renovate, demolish or rebuild existing improvements, and construct, maintain, and operate development areas.

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| Code | | Amounts Appropriated |
|---|---|---|
| .130 | Postage and Postal Charges | $ 150. |
| | Professional Services: | |
| .149 | Other Professional and Technical Services | 6,650. |
| *1330.100 | **For Contractual Services** | 6,800. |
| .245 | Reimbursement to Travelers | 200. |
| .270 | Local Transportation | 300. |
| *1330.200 | **For Travel** | 500. |
| .350 | Stationery and Office Supplies | 500. |
| *1330.300 | **For Commodities** | 500. |
| | ***Total for Neighborhood Redevelopment Commission** | $ 7,800. |

100-Corporate Fund

## CITY CLERK

### DISTRIBUTION OF APPROPRIATIONS BY ORGANIZATIONAL ACTIVITIES

| CODE | ORGANIZATIONAL ACTIVITY | Year | Number of Positions | Personal Services | Contractual Services | Travel | Commodities | Contingencies | Specific Purposes | Total Operating Expense | Capital Outlay | Total Appropriation |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **1411** | **Administration** | 1970 | 6 | $ 74,552 | $ 4,700 | $ 1,000 | $ 2,500 | .......... | .......... | $ 82,752 | .......... | $ 82,752 |
| | | 1969 | 6 | 71,976 | 4,700 | 1,000 | 2,500 | .......... | .......... | 80,176 | .......... | 80,176 |
| **1412** | **Services to City Council, Secretarial and Clerical** | 1970 | 12 | 138,055 | 1,500 | .......... | 4,500 | .......... | .......... | 144,055 | .......... | 144,055 |
| | | 1969 | 12 | 129,054 | 1,500 | .......... | 4,500 | .......... | .......... | 135,054 | .......... | 135,054 |
| **1414** | **Services to City Council, Research and Record** | 1970 | 23 | 243,137 | 229,000 | .......... | 8,500 | .......... | .......... | 480,637 | .......... | 480,637 |
| | | 1969 | 23 | 237,710 | 209,000 | .......... | 8,500 | .......... | .......... | 455,210 | .......... | 455,210 |
| **1416** | **Issuance of Licenses—General** | 1970 | 8 | 75,869 | 5,500 | .......... | 11,500 | .......... | .......... | 92,869 | .......... | 92,869 |
| | | 1969 | 8 | 70,056 | 5,500 | .......... | 11,500 | .......... | .......... | 87,056 | .......... | 87,056 |
| | **Totals** | 1970 | 49 | $ 531,613 | $ 240,700 | $ 1,000 | $ 27,000 | | | $ 800,313 | | $ 800,313 |
| | | 1969 | 49 | $ 508,796 | $ 220,700 | $ 1,000 | $ 27,000 | | | $ 757,496 | | $ 757,496 |

100-Corporate Fund

## City Clerk—*Continued*

### PERFORMANCE DATA

| | | | WORK UNITS | | | PERSONNEL | | | | | | OPERATING COSTS | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Number | | | Number | | Man-Hours | | Man-Hours Per-Unit | | Total for Year | | Av. Cost Per-Unit | |
| CODE | ACTIVITY AND SUB-ACTIVITY | Name | Est. 1970 | Budget 1969 | Act. 1968 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 |
| 1411 | **Administration:** | | ........ | ........ | ........ | 6 | 6 | 10,920 | 10,920 | ........ | ........ | $ 82,752 | $ 80,176 | ........ | ........ |
| 1412 | **Services to City Council—Secretarial and Clerical:** | | ........ | ........ | ........ | 12 | 12 | 21,840 | 21,840 | ........ | ........ | 144,055 | 135,054 | ........ | ........ |
| 01 | **Providing clerical service for council meetings** | **Meeting** | 24 | 24 | 26 | 12 | 12 | 864 | 864 | 36.00 | 36.00 | 5,391 | 5,043 | $224.63 | $210.12 |
| 02 | **Providing office service to aldermen** | | ........ | ........ | ........ | 12 | 12 | 19,536 | 19,536 | ........ | ........ | 125,822 | 117,600 | ........ | ........ |
| 03 | **Providing office service to committees** | **Meeting** | 360 | 360 | 390 | 2 | 2 | 1,440 | 1,440 | 4.00 | 4.00 | 12,842 | 12,411 | 35.67 | 34.47 |
| 1414 | **Services to City Council Research and Record:** | | ........ | ........ | ........ | 23 | 23 | 41,860 | 41,860 | ........ | ........ | 480,637 | 455,210 | ........ | ........ |
| 01 | **Supervisory and clerical** | | ........ | ........ | ........ | 14 | 13 | 1,008 | 936 | ........ | ........ | 5,620 | 5,260 | ........ | ........ |
| 02 | **Preparing journal of proceedings** | **Page** | 3,500 | 3,500 | 3,536 | 17 | 17 | 22,100 | 22,100 | 6.31 | 6.31 | 320,849 | 299,866 | 91.67 | 85.67 |
| 03 | **Maintaining index to journal documents** | **Card** | 30,000 | 30,000 | 20,200 | 6 | 6 | 10,920 | 10,920 | .36 | .36 | 73,447 | 69,492 | 2.45 | 2.31 |
| 04 | **Performing reference and research** | | ........ | ........ | ........ | 17 | 17 | 7,832 | 7,904 | ........ | ........ | 80,721 | 80,592 | ........ | ........ |
| 1416 | **Issuance of Licenses—General:** | | ........ | ........ | ........ | 8 | 8 | 14,560 | 14,560 | ........ | ........ | 92,869 | 87,056 | ........ | ........ |
| 01 | **Supervisory and clerical** | | ........ | ........ | ........ | 2 | 2 | 3,640 | 3,640 | ........ | ........ | 24,384 | 23,576 | ........ | ........ |
| 02 | **Processing license applications** | **License** | 181,000 | 181,000 | 179,878 | 6 | 6 | 10,920 | 10,920 | .06 | .06 | 68,485 | 63,480 | .39 | .35 |
| | **Total** | | | | | 49 | 49 | 89,180 | 89,180 | | | $ 800,313 | $ 757,496 | | |

## CITY CLERK

**The City Clerk is the Clerk of the City Council and is official custodian of City records and the City Seal. The Clerk issues all general and vehicle licenses.**

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(See Vehicle Tax Fund for other appropriations.)

Ten per cent of the amount expended hereunder, exclusive of license work, to be reimbursed from the Water Fund as its proportionate share of this expense, as per Section 7-14 of the Municipal Code of Chicago.

| Code | | Amounts Appropriated |
|---|---|---|
| .005 | Salaries and Wages—on Payroll | $ 524,768. |
| .015 | Schedule Salary Adjustments | 2,281. |
| .020 | Overtime | 4,564. |
| *1410.000 | **For Personal Services** | 531,613. |
| .125 | Office and Building Services | 7,000. |
| .130 | Postage and Postal Charges | 10,000. |
| .150 | Publications | 190,000. |
| .152 | Advertising | 30,000. |
| .155 | Rental of Property | 3,000. |
| .186 | Telephone | 700. |
| *1410.100 | **For Contractual Services** | 240,700. |
| .224 | Automobile Allowance—mileage basis | 250. |
| .245 | Reimbursement to Travelers | 750. |
| *1410.200 | **For Travel** | 1,000. |
| .340 | Material and Supplies | 9,000. |
| .350 | Stationery and Office Supplies | 18,000. |
| *1410.300 | **For Commodities** | 27,000. |
| | ***Total for City Clerk** | $ 800,313. |

### POSITIONS AND SALARIES

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **ADMINISTRATION—1411** | | |
| 9643 | City Clerk | 1 | $ 15,000. |
| 0315 | Deputy City Clerk | 1 | 14,900. |
| 9629 | Secretary to City Clerk | 1 | 11,100. |
| 0303 | Administrative Assistant III | 1 | 13,476. |
| 0302 | Administrative Assistant II | 1 | 9,120. |
| 0721 | Council Committee Secretary | 1 | 10,560. |
| | Schedule Salary Adjustments | | 396. |
| | | 6 | 74,552. |
| | **SECRETARIAL AND CLERICAL SERVICES TO CITY COUNCIL—1412** | | |
| 1607 | Council Committee Secretary in Charge of Committee Rooms | 1 | 18,984. |
| 1605 | Assistant Council Committee Secretary in Charge of Committee Rooms | 1 | 14,856. |
| 1605 | Assistant Council Committee Secretary in Charge of Committee Rooms | 1 | 13,476. |
| 1605 | Assistant Council Committee Secretary in Charge of Committee Rooms | 1 | 10,056. |
| 9619 | Sergeant-at-Arms | 1 | 14,856. |

## City Clerk—*Continued*

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **SECRETARIAL AND CLERICAL SERVICES TO CITY COUNCIL—1412—Continued** | | |
| 9611 | Assistant Sergeant-at-Arms | 1 | $ 12,840. |
| 1613 | Legislative Assistant I | 1 | 10,560. |
| 1613 | Legislative Assistant I | 1 | 9,564. |
| 1613 | Legislative Assistant I | 1 | 9,120. |
| 1613 | Legislative Assistant I | 1 | 7,872. |
| 1613 | Legislative Assistant I | 1 | 7,152. |
| 0845 | Legislative Stenographer I | 1 | 7,500. |
| | Schedule Salary Adjustments | | 1,219. |
| | | 12 | 138,055. |
| | **PROVIDING RESEARCH AND RECORD SERVICE TO CITY COUNCIL—1414** | | |
| 0724 | Record Clerk—City Council | 1 | 14,856. |
| 0727 | Managing Editor—Council Journal | 1 | 11,100. |
| 0728 | Assistant Managing Editor—Council Journal | 1 | 14,148. |
| 0736 | Records Supervisor | 1 | 14,148. |
| 0725 | Editorial Assistant (City Council) | 1 | 14,148. |
| 0725 | Editorial Assistant (City Council) | 1 | 11,652. |
| 0725 | Editorial Assistant (City Council) | 1 | 10,560. |
| 0725 | Editorial Assistant (City Council) | 1 | 9,120. |
| 0770 | Index Editor | 1 | 12,240. |
| 0772 | Index Clerk II | 1 | 6,180. |
| 0302 | Administrative Assistant II | 1 | 10,560. |
| 0426 | Assistant Chief Clerk | 1 | 14,148. |
| 0423 | Head Clerk | 1 | 11,652. |
| 1614 | Legislative Assistant II | 1 | 10,560. |
| 1614 | Legislative Assistant II | 1 | 10,056. |
| 1614 | Legislative Assistant II | 1 | 9,564. |
| 1614 | Legislative Assistant II | 1 | 9,120. |
| 1614 | Legislative Assistant II | 1 | 7,872. |
| 1614 | Legislative Assistant II | 2 | 7,500. |
| 1613 | Legislative Assistant I | 1 | 7,500. |
| 1613 | Legislative Assistant I | 1 | 7,152. |
| 1613 | Legislative Assistant I | 1 | 6,804. |
| | Schedule Salary Adjustments | | 433. |
| | Overtime | | 4,564. |
| | | 23 | 243,137. |
| | **ISSUANCE OF GENERAL LICENSE—1416** | | |
| 0302 | Administrative Assistant II | 1 | 12,840. |
| 1237 | License Clerk in Charge | 1 | 11,100. |
| 0723 | Editorial Assistant | 1 | 7,872. |
| 0772 | Index Clerk II | 1 | 5,604. |
| 0423 | Head Clerk | 1 | 11,100. |
| 0423 | Head Clerk | 1 | 10,056. |
| 0423 | Head Clerk | 1 | 9,564. |
| 0419 | Records Custodian | 1 | 7,500. |
| | Schedule Salary Adjustments | | 233. |
| | | 8 | 75,869. |
| | | 49 | $ 531,613. |

100-Corporate Fund

# DEPARTMENT OF FINANCE—CITY COMPTROLLER

## DISTRIBUTION OF APPROPRIATIONS BY ORGANIZATIONAL ACTIVITIES

| CODE | ORGANIZATIONAL ACTIVITY | Year | Number of Positions | Personal Services | Contractual Services | Travel | Commodities | Contingencies | Specific Purposes | Total Operating Expense | Capital Outlay | Total Appropriation |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **1511** | **Administration** | 1970 | 20 | $ 254,135 | $ 14,900 | $ 1,550 | $ 1,320 | $ 3,000 | ........ | $ 274,905 | $ 41,000 | $ 315,905 |
| | | 1969 | 20 | 235,516 | 3,640 | 1,650 | 380 | 3,000 | ........ | 244,186 | 80,500 | 324,686 |
| **1512** | **Accounting Services** | 1970 | 30 | 349,092 | 23,600 | 800 | 1,745 | ........ | ........ | 375,237 | 3,000 | 378,237 |
| | | 1969 | 33 | 353,901 | 22,510 | 750 | 1,305 | ........ | ........ | 378,466 | 4,300 | 382,766 |
| **1513** | **Auditing Financial Transactions** | 1970 | 26 | 254,871 | 1,210 | 2,710 | 610 | ........ | ........ | 259,401 | 1,000 | 260,401 |
| | | 1969 | 25 | 234,029 | 1,400 | 2,660 | 1,060 | ........ | ........ | 239,149 | 900 | 240,049 |
| 1514 | Payroll Services | 1970 | 12 | 119,664 | 26,285 | ........ | 1,415 | ........ | ........ | 147,364 | 1,000 | 148,364 |
| | | 1969 | 12 | 117,760 | 26,200 | ........ | 1,425 | ........ | ........ | 145,385 | 3,000 | 148,385 |
| **1515** | **Machine Accounting Services** | 1970 | 10 | 82,318 | ........ | ........ | 4,025 | ........ | ........ | 86,343 | ........ | 86,343 |
| | | 1969 | 7 | 59,425 | 14,980 | ........ | 39,760 | ........ | ........ | 114,165 | ........ | 114,165 |
| **1516** | **Management of City Indebtedness** | 1970 | 2 | 23,644 | 1,765 | 200 | 450 | ........ | ........ | 26,059 | 350 | 26,409 |
| | | 1969 | 4 | 38,628 | 1,760 | 300 | 480 | ........ | ........ | 41,168 | ........ | 41,168 |
| **1517** | **Disbursement of City Funds** | 1970 | 32 | 267,749 | 15,850 | ........ | 6,225 | ........ | ........ | 289,824 | 38,400 | 328,224 |
| | | 1969 | 33 | 258,397 | 15,845 | ........ | 7,290 | ........ | ........ | 281,532 | 41,400 | 322,932 |
| **1518** | **Collection of Revenue** | 1970 | 20 | 166,897 | 9,250 | ........ | 8,700 | ........ | ........ | 184,847 | 2,000 | 186,847 |
| | | 1969 | 20 | 156,096 | 10,410 | ........ | 9,075 | ........ | ........ | 175,581 | 400 | 175,981 |
| **1519** | **Accounting for Special Assessments** | 1970 | 14 | 132,474 | 2,200 | ........ | 1,450 | ........ | ........ | 136,124 | 900 | 137,024 |
| | | 1969 | 16 | 139,118 | 3,090 | ........ | 2,245 | ........ | ........ | 144,453 | 400 | 144,853 |
| **1520** | **City Real Property Revenue Accounting and Management** | 1970 | 26 | 256,874 | 940 | 440 | 1,060 | ........ | ........ | 259,314 | 850 | 260,164 |
| | | 1969 | 26 | 245,265 | 1,265 | 340 | 980 | ........ | ........ | 247,850 | 400 | 248,250 |
| | Totals | 1970 | 192 | $1,907,718 | $ 96,000 | $ 5,700 | $ 27,000 | $ 3,000 | | $2,039,418 | $ 88,500 | $2,127,918 |
| | | 1969 | 196 | $1,838,135 | $ 101,100 | $ 5,700 | $ 64,000 | $ 3,000 | | $2,011,935 | $ 131,300 | $2,143,235 |

## Department of Finance—City Comptroller—*Continued*

### PERFORMANCE DATA

| | | WORK UNITS | | | | PERSONNEL | | | | | | OPERATING COSTS | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Number | | | Number | | Man-Hours | | Man-Hours Per-Unit | | Total for Year | | Av. Cost Per-Unit | |
| CODE | ACTIVITY AND SUB-ACTIVITY | Name | Est. 1970 | Budget 1969 | Act. 1968 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 |
| 1511 | **Administration:** | | ........ | ........ | ........ | 20 | 20 | 36,400 | 36,400 | ........ | ........ | $ 274,905 | $ 244,186 | ........ | ........ |
| 01 | Supervision | | ........ | ........ | ........ | 4 | 3 | 7,280 | 5,460 | ........ | ........ | 81,643 | 52,137 | ........ | ........ |
| 02 | General office | | ........ | ........ | ........ | 16 | 17 | 29,120 | 30,940 | ........ | ........ | 193,262 | 192,049 | ........ | ........ |
| 1512 | **Accounting Services:** | | ........ | ........ | ........ | 30 | 33 | 54,600 | 60,060 | ........ | ........ | 375,237 | 378,466 | ........ | ........ |
| 01 | Supervisory and clerical | | ........ | ........ | ........ | 2 | 3 | 3,640 | 5,460 | ........ | ........ | 37,753 | 43,350 | ........ | ........ |
| 02 | General ledgers | Posting | 118,000 | 115,000 | 116,100 | 8 | 7 | 14,560 | 12,740 | .12 | .11 | 95,175 | 101,248 | $ .81 | $ .88 |
| 03 | Revenue bond ledgers | Posting | 10,000 | 10,000 | 9,840 | 8 | 7 | 14,560 | 12,740 | .15 | 1.27 | 90,650 | 74,291 | 9.51 | 7.43 |
| 04 | Capital and stock accounts | Posting | 25,000 | 26,000 | 24,900 | 3 | 4 | 5,460 | 7,280 | .22 | .28 | 34,248 | 37,612 | 1.37 | 1.45 |
| 05 | Federal fund ledgers | Posting | 40,000 | 10,000 | 34,000 | 9 | 12 | 16,380 | 21,840 | .41 | 2.18 | 117,411 | 121,965 | 2.93 | 12.19 |
| 1513 | **Auditing Financial Transactions:** | | ........ | ........ | ........ | 26 | 25 | 47,320 | 45,500 | ........ | ........ | 259,401 | 239,149 | ........ | ........ |
| 01 | Supervisory and clerical | | ........ | ........ | ........ | 3 | 2 | 5,460 | 3,640 | ........ | ........ | 30,926 | 21,079 | ........ | ........ |
| 02 | Revenue audits | Audit | 8,500 | 8,000 | 8,100 | 13 | 12 | 23,660 | 21,840 | 2.78 | 2.73 | 138,100 | 122,229 | 16.25 | 15.27 |
| 03 | Payroll audits | Payroll | 15,000 | 15,000 | 14,900 | 3 | 4 | 5,460 | 7,280 | .36 | .49 | 29,208 | 40,535 | 1.95 | 2.70 |
| 04 | Internal audits | Audit | 125,000 | 125,000 | 122,200 | 3 | 3 | 5,460 | 5,460 | .04 | .04 | 20,063 | 17,975 | .16 | .14 |
| 05 | **Traffic tickets audits** | **Ticket Audits** | 1,900,000 | 1,900,000 | 2,000,055 | 4 | 4 | 7,280 | 7,280 | .003 | .003 | 41,104 | 37,311 | .02 | .02 |
| 1514 | **Payroll Services:** | | ........ | ........ | ........ | 12 | 12 | 21,840 | 21,840 | ........ | ........ | 147,364 | 145,385 | ........ | ........ |
| 01 | Supervisory and clerical | | ........ | ........ | ........ | 3 | 3 | 5,460 | 5,460 | ........ | ........ | 40,898 | 35,330 | ........ | ........ |
| 02 | Processing and distributing payroll checks | Checks | 1,700,000 | 1,700,000 | 1,690,500 | 6 | 6 | 10,920 | 10,920 | .01 | .01 | 82,287 | 87,917 | .05 | .05 |
| 03 | Employees bonds issued | Bond | 103,000 | 103,000 | 102,300 | 3 | 3 | 5,460 | 5,460 | .05 | .05 | 24,179 | 22,138 | .23 | .20 |
| 1515 | **Machine Accounting:** | | ........ | ........ | ........ | 10 | 7 | 18,200 | 12,740 | ........ | ........ | 86,343 | 114,165 | ........ | ........ |
| 1516 | **Management of City Indebtedness** | Bonds, coupons processed | 1,450,000 | 1,450,000 | 1,449,200 | 2 | 4 | 3,640 | 7,280 | .002 | .003 | 26,059 | 41,168 | .02 | .03 |

# Department of Finance—City Comptroller—*Continued*

## PERFORMANCE DATA—Continued

| | | WORK UNITS | | | | PERSONNEL | | | | | | OPERATING COSTS | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Number | | | Number | | Man-Hours | | Man-Hours Per-Unit | | Total for Year | | Av. Cost Per-Unit | |
| CODE | ACTIVITY AND SUB-ACTIVITY | Name | Est. 1970 | Budget 1969 | Act. 1968 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 |
| **1517** | **Disbursement of City Funds:** | | ...... | ...... | ...... | 32 | 33 | 58,240 | 60,060 | ...... | ...... | $ 289,824 | $ 281,532 | ...... | ...... |
| 01 | Supervisory and clerical | | ...... | ...... | ...... | 3 | 4 | 5,460 | 7,280 | ...... | ...... | 41,360 | 43,699 | ...... | ...... |
| 02 | Auditing contract and purchase order voucher payments | Payment | 292,000 | 290,000 | 290,000 | 18 | 18 | 32,760 | 29,120 | .11 | .10 | 152,633 | 140,536 | $ .52 | $ .48 |
| 03 | Appropriation ledger | Posting | 450,000 | 440,000 | 440,000 | 7 | 7 | 12,740 | 12,740 | .03 | .03 | 59,900 | 62,965 | .13 | .16 |
| 04 | Voucher warrants issued | Number issued | 400,000 | 390,000 | 397,000 | 4 | 4 | 7,280 | 7,280 | .02 | .02 | 35,931 | 34,332 | .09 | .09 |
| **1518** | **Collection of Revenue:** | | ...... | ...... | ...... | 20 | 20 | 36,400 | 36,400 | ...... | ...... | 184,847 | 175,581 | ...... | ...... |
| 01 | Supervisory and clerical | | ...... | ...... | ...... | 3 | 2 | 5,460 | 3,640 | ...... | ...... | 39,532 | 23,114 | ...... | ...... |
| 02 | Warrants for collection | Warrant | 340,000 | 325,000 | 330,000 | 10 | 11 | 18,200 | 20,020 | .05 | .06 | 88,371 | 95,557 | .26 | .29 |
| 03 | Delinquent warrants for collection | Warrant | 142,000 | 140,000 | 141,000 | 6 | 6 | 10,920 | 10,920 | .08 | .08 | 49,690 | 50,370 | .35 | .36 |
| 04 | Market masters | Permit | 35,000 | 37,500 | 35,865 | 1 | 1 | 1,820 | 1,820 | .05 | .05 | 7,254 | 6,540 | .21 | .17 |
| **1519** | **Accounting for Special Assessments:** | | ...... | ...... | ...... | 14 | 16 | 25,480 | 29,120 | ...... | ...... | 136,124 | 144,453 | ...... | ...... |
| 01 | Supervisory and clerical | | ...... | ...... | ...... | 2 | 2 | 3,640 | 3,640 | ...... | ...... | 24,348 | 20,139 | ...... | ...... |
| 02 | Processing collection transactions | Transaction | 200,000 | 200,000 | 198,500 | 6 | 7 | 10,920 | 12,740 | .05 | .06 | 56,726 | 62,533 | .28 | .31 |
| 03 | Processing disbursement transactions | Transaction | 34,000 | 38,000 | 35,975 | 6 | 7 | 10,920 | 12,740 | .32 | .34 | 55,050 | 61,781 | 1.62 | 1.62 |
| **1520** | **City Real Property Management:** | | ...... | ...... | ...... | 26 | 26 | 47,320 | 47,320 | ...... | ...... | 259,314 | 247,850 | ...... | ...... |
| 01 | Supervisory and clerical | | ...... | ...... | ...... | 3 | 2 | 5,460 | 3,640 | ...... | ...... | 38,459 | 24,234 | ...... | ...... |
| 02 | **Property management leases** | Property | 1,000 | 750 | 820 | 4 | 3 | 7,280 | 5,460 | 8.08 | 7.28 | 43,131 | 25,749 | 43.13 | 34.33 |
| 03 | Special compensation privileges | Ordinances—Permits | 2,100 | 2,125 | 2,100 | 4 | 5 | 7,280 | 9,100 | 3.47 | 4.28 | 39,135 | 44,313 | 18.64 | 20.85 |
| 04 | Preparation of vouchers and billings | Vouchers and Billings | 9,000 | 10,200 | 9,950 | 3 | 5 | 5,460 | 9,100 | .61 | .89 | 26,223 | 45,687 | 2.91 | 4.47 |
| 05 | Title searches, condemnation deposits, specials and tax redemptions | Posting | 265,000 | 265,000 | 260,650 | 12 | 11 | 21,840 | 20,020 | .08 | .08 | 112,366 | 107,867 | .42 | .40 |
| | **Total** | | | | | 192 | 196 | 349,440 | 356,720 | | | | | | |

100-Corporate Fund

## DEPARTMENT OF FINANCE

The Department of Finance of the City includes the offices of the Comptroller, the City Treasurer and the City Collector.

## CITY COMPTROLLER'S OFFICE

The City Comptroller's Office administers the Department of Finance. The Comptroller is the City's chief fiscal officer and supervises the management and control of all matters fiscal, including all officers charged with the receipt, collection or disbursement of City revenues and City funds required to be in the custody of the City Treasurer.

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Twenty-five per cent of the amount expended hereunder, exclusive of expenditures for the Special Assessment Division, to be reimbursed from the Water Fund as its proportionate share of this expense, as per Section 7-14 of the Municipal Code of Chicago.

| Code | | Amounts Appropriated |
|---|---|---|
| .005 | Salaries and Wages—on Payroll | $ 1,881,144. |
| .010 | Salaries and Wages—on Voucher | 8,000. |
| .015 | Schedule Salary Adjustments | 18,574. |
| | For personnel in connection with Savings Bonds and Income Tax as required by Federal Law. | |
| .020 | Overtime | |
| *1510.000 | **For Personal Services** | 1,907,718. |
| .130 | Postage and Postal Charges | 42,000. |
| .147 | Surveys | 12,000. |
| .149 | Other Professional and Technical Services | 7,000. |
| .150 | Publications | 17,000. |
| .152 | Advertising | 1,500. |
| .157 | Rental of Equipment and Services | 7,000. |
| .162 | Repair or Maintenance of Equipment | 4,000. |
| .164 | Bookbinding | 4,500. |
| .186 | Telephone | 1,000. |
| *1510.100 | **For Contractual Services** | 96,000. |
| .228 | Automobile Allowance—schedule rate | 2,200. |
| .245 | Reimbursement to Travelers | 3,000. |
| .270 | Local Transportation | 500. |
| *1510.200 | **For Travel** | 5,700. |
| .340 | Material and Supplies | 2,000. |
| .350 | Stationery and Office Supplies | 25,000. |
| *1510.300 | **For Commodities** | 27,000. |
| .422 | Office Machines | 42,500. |
| .424 | Furniture and Furnishings | 6,000. |
| *1510.400 | **For Equipment** | 48,500. |
| .526 | Improvements | 40,000. |
| *1510.500 | **For Permanent Improvements** | 40,000. |
| *1510.700 | **For Contingencies** | 3,000. |
| | ***Total for City Comptroller's Office** | $ 2,127,918. |

## Department of Finance—City Comptroller—*Continued*

### POSITIONS AND SALARIES

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **ADMINISTRATION—1511** | | |
| 9647 | City Comptroller | 1 | $ 29,500. |
| 0153 | First Deputy Comptroller | 1 | 24,500. |
| 0151 | Assistant Comptroller | 1 | 19,932. |
| 0151 | Assistant Comptroller | 2 | 16,380. |
| 0155 | Fiscal Officer | 1 | 15,600. |
| 0303 | Administrative Assistant III | 1 | 10,560. |
| 0303 | Administrative Assistant III | 1 | 10,056. |
| 0810 | Executive Secretary II | 1 | 13,476. |
| 0809 | Executive Secretary I | 1 | 10,560. |
| 0805 | Secretary | 1 | 7,500. |
| 0427 | Chief Clerk | 1 | 15,600. |
| 0423 | Head Clerk | 1 | 10,056. |
| 0421 | Principal Clerk | 1 | 8,688. |
| 0403 | Senior Clerk | 1 | 7,500. |
| 0401 | Junior Clerk | 1 | 4,848. |
| 0836 | Senior Typist | 1 | 5,604. |
| 1813 | Senior Storekeeper | 1 | 10,056. |
| 1811 | Storekeeper | 1 | 7,872. |
| 1805 | Stockhandler | 1 | 7,152. |
| | Schedule Salary Adjustments | | 2,315. |
| | | 20 | 254,135. |
| | **ACCOUNTING DIVISION—1512** | | |
| 0152 | Deputy Comptroller | 1 | 24,228. |
| 0152 | Deputy Comptroller | 1 | 18,084. |
| 1158 | Chief Methods Analyst | 1 | 13,476. |
| 1158 | Chief Methods Analyst | 1 | 12,240. |
| 0187 | Director of Accounting | 1 | 16,380. |
| 0104 | Accountant IV | 1 | 15,600. |
| 0104 | Accountant IV | 1 | 12,840. |
| 0104 | Accountant IV | 1 | 12,240. |
| 0104 | Accountant IV | 1 | 11,652. |
| 0103 | Accountant III | 1 | 12,240. |
| 0103 | Accountant III | 3 | 10,560. |
| 0102 | Accountant II | 2 | 10,056. |
| 0102 | Accountant II | 1 | 9,564. |
| 0101 | Accountant I | 1 | 9,564. |
| 0101 | Accountant I | 6 | 9,120. |
| 0101 | Accountant I | 1 | 8,688. |
| 0134 | Auditor | 1 | 9,120. |
| 0147 | Principal Account Clerk | 2 | 7,500. |
| 0423 | Head Clerk | 1 | 11,652. |
| 0825 | Principal Stenographer | 1 | 8,688. |
| 0825 | Principal Stenographer | 1 | 7,152. |
| | Schedule Salary Adjustments | | 6,172. |
| | | 30 | 341,092. |

100-Corporate Fund

## Department of Finance—City Comptroller—*Continued*

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **AUDITING DIVISION—1513** | | |
| 0149 | Supervisor of Auditing | 1 | $ 17,220. |
| 0134 | Auditor | 2 | 11,652. |
| 0134 | Auditor | 1 | 10,560. |
| 0134 | Auditor | 2 | 9,120. |
| 0104 | Accountant IV | 1 | 11,652. |
| 0103 | Accountant III | 2 | 10,560. |
| 0102 | Accountant II | 1 | 11,100. |
| 0102 | Accountant II | 1 | 10,560. |
| 0102 | Accountant II | 2 | 9,564. |
| 0147 | Principal Account Clerk | 1 | 8,268. |
| 0421 | Principal Clerk | 2 | 10,056. |
| 0421 | Principal Clerk | 1 | 9,564. |
| 0401 | Junior Clerk | 1 | 6,480. |
| 0401 | Junior Clerk | 1 | 5,088. |
| 0823 | Senior Stenographer | 1 | 5,892. |
| 0821 | Junior Stenographer | 1 | 4,848. |
| | **Traffic Ticket Section** | | |
| 0104 | Accountant IV | 1 | 14,148. |
| 0102 | Accountant II | 1 | 10,056. |
| 0101 | Accountant I | 1 | 9,120. |
| 0101 | Accountant I | 2 | 8,688. |
| | Schedule Salary Adjustments | | 1,035. |
| | | 26 | 254,871. |
| | **PAYROLL DIVISION—1514** | | |
| 0167 | Paymaster | 1 | 21,984. |
| 0176 | Assistant Paymaster | 1 | 14,148. |
| 0176 | Assistant Paymaster | 1 | 12,240. |
| 0423 | Head Clerk | 1 | 9,120. |
| 0421 | Principal Clerk | 1 | 10,056. |
| 0421 | Principal Clerk | 2 | 8,688. |
| 0403 | Senior Clerk | 1 | 8,268. |
| 0403 | Senior Clerk | 1 | 7,152. |
| 0403 | Senior Clerk | 1 | 5,340. |
| 0401 | Junior Clerk | 1 | 7,500. |
| 0625 | Mechanical Records Clerk II | 1 | 6,480. |
| | Schedule Salary Adjustments | | |
| | | 12 | 119,664. |

## Department of Finance—City Comptroller—*Continued*

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **MACHINE ACCOUNTING DIVISION—1515** | | |
| 1198 | Data Processing Coordinator II | 1 | $ 12,840. |
| 0626 | Chief Data Control Coder | 1 | 12,840. |
| 0631 | Senior Data Controller | 1 | 10,560. |
| 0621 | Data Control Coder | 1 | 7,872. |
| 0621 | Data Control Coder | 1 | 7,152. |
| 0621 | Data Control Coder | 1 | 6,480. |
| 0621 | Data Control Coder | 1 | 5,892. |
| 0621 | Data Control Coder | 2 | 5,604. |
| 0146 | Senior Account Clerk | 1 | 5,604. |
| | Schedule Salary Adjustments | | 1,870. |
| | | 10 | 82,318. |
| | **DEBT SERVICE DIVISION—1516** | | |
| 0303 | Administrative Assistant III | 1 | 15,600. |
| 0206 | Head Cashier | 1 | 7,872. |
| | Schedule Salary Adjustments | | 172. |
| | | 2 | 23,644. |
| | **DISBURSEMENT DIVISION—1517** | | |
| 0157 | Supervisor of Disbursements | 1 | 16,380. |
| 0103 | Accountant III | 1 | 14,148. |
| 0102 | Accountant II | 1 | 10,560. |
| 0101 | Accountant I | 1 | 9,564. |
| 0101 | Accountant I | 1 | 9,120. |
| 0101 | Accountant I | 1 | 8,688. |
| 0134 | Auditor | 1 | 11,100. |
| 0134 | Auditor | 1 | 9,120. |
| 0134 | Auditor | 1 | 8,688. |
| 0147 | Principal Account Clerk | 1 | 8,688. |
| 0147 | Principal Account Clerk | 1 | 6,480. |
| 0426 | Assistant Chief Clerk | 1 | 14,148. |
| 0421 | Principal Clerk | 1 | 10,056. |
| 0421 | Principal Clerk | 1 | 9,564. |
| 0421 | Principal Clerk | 1 | 8,268. |
| 0403 | Senior Clerk | 2 | 7,152. |
| 0403 | Senior Clerk | 1 | 5,892. |
| 0403 | Senior Clerk | 1 | 5,604. |
| 0403 | Senior Clerk | 2 | 5,340. |
| 0825 | Principal Stenographer | 1 | 10,056. |
| 0622 | Bookkeeping Machine Operator | 1 | 7,872. |
| 0622 | Bookkeeping Machine Operator | 1 | 7,500. |
| 0622 | Bookkeeping Machine Operator | 1 | 6,804. |
| 0622 | Bookkeeping Machine Operator | 2 | 5,892. |
| 0622 | Bookkeeping Machine Operator | 1 | 5,604. |
| 0616 | Senior Key Punch Operator | 1 | 7,152. |
| 0616 | Senior Key Punch Operator | 1 | 6,480. |
| 0616 | Senior Key Punch Operator | 1 | 5,604. |
| 0614 | Key Punch Operator | 1 | 5,340. |
| | Schedule Salary Adjustments | | 2,501. |
| | | 32 | 267,749. |

100-Corporate Fund

## Department of Finance—City Comptroller—*Continued*

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **REVENUE DIVISION—1518** | | |
| 1015 | Supervisor of Revenue | 1 | $ 18,084. |
| 0423 | Head Clerk | 1 | 11,652. |
| 0421 | Principal Clerk | 1 | 8,268. |
| 0403 | Senior Clerk | 1 | 7,152. |
| 0403 | Senior Clerk | 1 | 6,804. |
| 0836 | Senior Typist | 1 | 5,340. |
| | **Warrants for Collection Section** | | |
| 0299 | Supervisor of Warrants for Collection | 1 | 12,840. |
| 0423 | Head Clerk | 1 | 11,652. |
| 0421 | Principal Clerk | 1 | 10,056. |
| 0421 | Principal Clerk | 1 | 7,152. |
| 0403 | Senior Clerk | 1 | 7,872. |
| 0403 | Senior Clerk | 1 | 6,804. |
| 0403 | Senior Clerk | 1 | 6,480. |
| 0403 | Senior Clerk | 1 | 6,180. |
| 0403 | Senior Clerk | 1 | 5,604. |
| 0403 | Senior Clerk | 1 | 5,340. |
| 0836 | Senior Typist | 1 | 6,180. |
| | **Delinquent Warrants for Collection Section** | | |
| 0291 | Supervisor of Delinquent Warrants | 1 | 9,564. |
| 0403 | Senior Clerk | 1 | 5,604. |
| | **Market Masters Section** | | |
| 1255 | Market Master | 1 | 7,152. |
| | Schedule Salary Adjustments | | 1,117. |
| | | 20 | 166,897. |
| | **SPECIAL ASSESSMENT DIVISION—1519** | | |
| 0117 | Supervisor of Special Assessment Accounting | 1 | 15,600. |
| 1043 | Tax Examiner | 1 | 11,652. |
| 1725 | Research Assistant | 1 | 7,500. |
| 1725 | Research Assistant | 1 | 6,480. |
| 0103 | Accountant III | 1 | 12,840. |
| 0423 | Head Clerk | 2 | 11,652. |
| 0423 | Head Clerk | 1 | 7,500. |
| 0421 | Principal Clerk | 1 | 10,056. |
| 0421 | Principal Clerk | 1 | 8,688. |
| 0421 | Principal Clerk | 1 | 7,872. |
| 0403 | Senior Clerk | 1 | 5,340. |
| 0622 | Bookkeeping Machine Operator | 1 | 7,500. |
| 0622 | Bookkeeping Machine Operator | 1 | 5,604. |
| | Schedule Salary Adjustments | | 2,538. |
| | | 14 | 132,474. |

## Department of Finance—City Comptroller—*Continued*

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **REAL ESTATE DIVISION—1520** | | |
| 1656 | Director of Real Estate | 1 | $ 19,932. |
| 1654 | Deputy Real Estate Agent | 2 | 12,240. |
| 1035 | Tax Agent | 1 | 12,840. |
| 1035 | Tax Agent | 1 | 8,268. |
| 1043 | Tax Examiner | 1 | 11,652. |
| 1043 | Tax Examiner | 2 | 11,100. |
| 1043 | Tax Examiner | 1 | 10,056. |
| 1043 | Tax Examiner | 1 | 9,564. |
| 1043 | Tax Examiner | 1 | 8,688. |
| 1043 | Tax Examiner | 1 | 8,268. |
| 1043 | Tax Examiner | 1 | 7,872. |
| 1043 | Tax Examiner | 2 | 7,500. |
| 1218 | Chief Compensation Investigator | 1 | 12,840. |
| 1214 | Compensation Investigator | 1 | 5,892. |
| 0423 | Head Clerk | 1 | 11,652. |
| 0421 | Principal Clerk | 3 | 10,056. |
| 0421 | Principal Clerk | 1 | 7,872. |
| 0403 | Senior Clerk | 1 | 8,268. |
| 0825 | Principal Stenographer | 1 | 9,564. |
| 0823 | Senior Stenographer | 1 | 5,604. |
| 0836 | Senior Typist | 1 | 5,340. |
| | Schedule Salary Adjustments | | 854. |
| | | 26 | 256,874. |
| | | 192 | $ 1,899,718. |

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **Automobile Allowance—schedule rate** | | |
| 6755 | Compensation for use of personally owned automobiles by: | | |
| | Real Estate Agent | 1 | |
| | Employe assigned to Real Estate Division | 2 | |
| | Supervisor of Auditing | 1 | |
| | Employes assigned to Auditing Division | 9 | |
| | | 13 | $ 2,200. |

100-Corporate Fund

## CITY TREASURER

### DISTRIBUTION OF APPROPRIATIONS BY ORGANIZATIONAL ACTIVITIES

| CODE | ORGANIZATIONAL ACTIVITY | Year | Number of Positions | Personal Services | Contractual Services | Travel | Commodities | Contingencies | Specific Purposes | Total Operating Expense | Capital Outlay | Total Appropriation |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **1531** | **Administration** | 1970 | 6 | $ 68,038 | $ 32,680 | ........ | $ 3,500 | $ 800 | ........ | $ 105,018 | ........ | $ 105,018 |
| | | 1969 | 5 | 57,026 | 30,280 | ........ | 3,500 | 1,000 | ........ | 91,806 | ........ | 91,806 |
| **1532** | **Maintenance of Accounts** | 1970 | 16 | 149,709 | ........ | ........ | ........ | ........ | ........ | 149,709 | ........ | 149,709 |
| | | 1969 | 16 | 143,166 | ........ | ........ | ........ | ........ | ........ | 143,166 | ........ | 143,166 |
| **1534** | **Processing Receipts and Securities** | 1970 | 7 | 64,085 | ........ | ........ | ........ | ........ | ........ | 64,085 | ........ | 64,085 |
| | | 1969 | 8 | 72,028 | ........ | ........ | ........ | ........ | ........ | 72,028 | ........ | 72,028 |
| | **Total** | 1970 | 29 | $ 281,832 | $ 32,680 | | $ 3,500 | $ 800 | | $ 318,812 | | $ 318,812 |
| | | 1969 | 29 | $ 272,220 | $ 30,280 | | $ 3,500 | $ 1,000 | | $ 307,000 | | $ 307,000 |

## City Treasurer—*Continued*

### PERFORMANCE DATA

| | | WORK UNITS | | | | PERSONNEL | | | | | | OPERATING COSTS | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Number | | | Number | | Man-Hours | | Man-Hours Per-Unit | | Total for Year | | Av. Cost Per-Unit | |
| CODE | ACTIVITY AND SUB-ACTIVITY | Name | Est. 1970 | Budget 1969 | Act. 1968 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 |
| 1531 | **Administration:** | | ........ | ........ | ........ | 6 | 5 | 10,920 | 9,100 | ........ | ........ | $ 105,018 | $ 91,806 | ........ | ........ |
| 1532 | **Maintenance of Accounts:** | | ........ | ........ | ........ | 16 | 16 | 29,120 | 29,120 | ........ | ........ | 149,709 | 143,166 | ........ | ........ |
| 01 | Supervision and clerical | | ........ | ........ | ........ | 5 | 4 | 9,100 | 7,280 | ........ | ........ | 67,923 | 58,159 | ........ | ........ |
| 02 | Posting to general ledgers | Posting | 155,000 | 155,000 | 153,700 | 2 | 2 | 3,640 | 3,640 | .023 | .023 | 18,525 | 19,563 | $ .12 | $ .13 |
| 04 | Posting and balancing warrants on accounting machine | Warrant | 260,000 | 264,000 | 264,000 | 2 | 2 | 3,640 | 3,640 | .014 | .014 | 14,971 | 12,188 | .06 | .05 |
| 05 | Processing checks and warrants | Each | 3,000,000 | 3,000,000 | 2,968,600 | 5 | 6 | 9,100 | 10,920 | .003 | .004 | 34,562 | 40,560 | .01 | .01 |
| 06 | Entering payroll and pension debits and credits | Entry | 9,500 | 9,300 | 9,900 | 1 | 1 | 1,820 | 1,820 | .19 | .20 | 7,500 | 6,804 | .79 | .73 |
| 07 | Entering special assessment debits and credits | Entry | 38,000 | 38,000 | 38,500 | 1 | 1 | 1,820 | 1,820 | .05 | .05 | 6,228 | 5,892 | .16 | .15 |
| 1534 | **Processing Receipts and Securities:** | | ........ | ........ | ........ | 7 | 8 | 12,740 | 14,560 | ........ | ........ | 64,085 | 72,028 | ........ | ........ |
| 01 | Supervision and clerical | | ........ | ........ | ........ | 3 | 4 | 5,460 | 7,280 | ........ | ........ | 29,996 | 41,603 | ........ | ........ |
| 02 | Processing and depositing checks | Check | 160,000 | 165,000 | 160,000 | 3 | 3 | 2,730 | 3,034 | .017 | .018 | 12,263 | 12,400 | .08 | .07 |
| 03 | Cashing checks | Check | 240,000 | 245,000 | 240,000 | 3 | 2 | 2,730 | 2,426 | .011 | .010 | 12,262 | 9,757 | .05 | .04 |
| 04 | Processing and recording securities actions | | ........ | ........ | ........ | 1 | 1 | 1,820 | 1,820 | ........ | ........ | 9,564 | 8,268 | ........ | ........ |
| | **Total** | | | | | 29 | 29 | 52,780 | 52,780 | | | $ 318,812 | $ 307,000 | | |

100-Corporate Fund

## CITY TREASURER

**The City Treasurer receives all monies belonging to the City and keeps a separate account of each fund or appropriation and the debits and credits belonging thereto. He is also the custodian of securities held by the City, Board of Education, Pension Funds and Trust Funds.**

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Twenty per cent of the amount expended hereunder, exclusive of special assessment work, to be reimbursed from the Water Fund as its proportionate share of this expense, as per Section 7-14 of the Municipal Code of Chicago.

| Code | | Amounts Appropriated |
|---|---|---|
| .005 | Salaries and Wages—on Payroll | $ 275,492. |
| .015 | Schedule Salary Adjustments | 6,340. |
| *1530.000 | **For Personal Services** | 281,832. |
| .125 | Office and Building Services | 4,500. |
| .130 | Postage and Postal Charges | 180. |
| | Professional and Technical Services: | |
| .142 | Auditing | 8,500. |
| .162 | Repair or Maintenance of Equipment | 1,000. |
| .172 | Insurance | 17,400. |
| .186 | Telephone | 300. |
| .192 | Expense in Cash Collection Irregularities (Check Cashing) | 800. |
| *1530.100 | **For Contractual Services** | 32,680. |
| .350 | Stationery and Office Supplies | 3,500. |
| *1530.300 | **For Commodities** | 3,500. |
| *1530.700 | **For Contingencies** | 800. |
| | ***Total for City Treasurer** | $ 318,812. |

## City Treasurer—*Continued*

### POSITIONS AND SALARIES

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **ADMINISTRATION—1531** | | |
| 9671 | City Treasurer | 1 | $ 15,000. |
| 9673 | Deputy City Treasurer | 1 | 14,900. |
| 0303 | Administrative Assistant III | 1 | 11,100. |
| 0302 | Administrative Assistant II | 1 | 10,560. |
| 0302 | Administrative Assistant II | 1 | 8,688. |
| 0805 | Secretary | 1 | 7,500. |
| | Schedule Salary Adjustments | | 290. |
| | | 6 | 68,038. |
| | **MAINTENANCE OF ACCOUNTS—1532** | | |
| 0120 | Supervisor of Accounting | 1 | 13,476. |
| 0119 | Assistant Supervisor of Accounting | 1 | 10,560. |
| 0303 | Administrative Assistant III | 1 | 15,600. |
| 0206 | Head Cashier | 1 | 7,872. |
| 0202 | Clearings Reconciler | 1 | 10,560. |
| 0426 | Assistant Chief Clerk | 1 | 14,148. |
| 0423 | Head Clerk | 1 | 10,056. |
| 0403 | Senior Clerk | 1 | 7,872. |
| 0403 | Senior Clerk | 2 | 7,500. |
| 0403 | Senior Clerk | 1 | 7,152. |
| 0731 | Information Attendant | 1 | 6,180. |
| 0719 | Document Clerk | 1 | 7,152. |
| 0719 | Document Clerk | 2 | 6,180. |
| 0821 | Junior Stenographer | 1 | 6,804. |
| | Schedule Salary Adjustments | | 4,917. |
| | | 16 | 149,709. |
| | **PROCESSING RECEIPTS AND SECURITIES—1534** | | |
| 0174 | Securities Analyst | 1 | 11,100. |
| 0174 | Securities Analyst | 1 | 9,564. |
| 0174 | Securities Analyst | 1 | 8,688. |
| 0206 | Head Cashier | 2 | 8,268. |
| 0206 | Head Cashier | 1 | 7,500. |
| 0421 | Principal Clerk | 1 | 9,564. |
| | Schedule Salary Adjustments | | 1,133. |
| | | 7 | 64,085. |
| | | 29 | $ 281,832. |

# CITY COLLECTOR

## DISTRIBUTION OF APPROPRIATIONS BY ORGANIZATIONAL ACTIVITIES

| CODE | ORGANIZATIONAL ACTIVITY | Year | Number of Positions | Personal Services | Contractual Services | Travel | Commodities | Contingencies | Specific Purposes | Total Operating Expense | Capital Outlay | Total Appropriation |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **1541** | Administration | 1970 | 2 | $ 40,084 | $ 800 | ............ | ............ | ............ | ............ | $ 40,884 | ............ | $ 40,884 |
| | | 1969 | 2 | 36,380 | 800 | ............ | ............ | ............ | ............ | 37,180 | ............ | 37,180 |
| **1545** | **Processing Collection Transactions** | 1970 | 47 | 382,983 | 30,000 | $ 2,400 | $ 16,750 | $ 500 | ............ | 432,633 | $ 3,500 | 436,133 |
| | | 1969 | 48 | 362,763 | 27,200 | 1,600 | 15,550 | 500 | ............ | 407,613 | 3,000 | 410,613 |
| **1548** | **Enforcing Licensing Requirements** | 1970 | 60 | 477,638 | 500 | 15,880 | 3,250 | ............ | ............ | 497,268 | ............ | 497,268 |
| | | 1969 | 61 | 458,757 | 1,000 | 16,680 | 3,950 | ............ | ............ | 480,387 | ............ | 480,387 |
| | **Totals** | 1970 | 109 | $ 900,705 | $ 31,300 | $18,280 | $ 20,000 | $ 500 | | $ 970,785 | $ 3,500 | $ 974,285 |
| | | 1969 | 111 | $ 857,900 | $ 29,000 | $18,280 | $ 19,500 | $ 500 | | $ 925,180 | $ 3,000 | $ 928,180 |

## City Collector—*Continued*

### PERFORMANCE DATA

| | | | WORK UNITS | | | PERSONNEL | | | | | | OPERATING COSTS | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Number | | | Number | | Man-Hours | | Man-Hours Per-Unit | | Total for Year | | Av. Cost Per-Unit | |
| CODE | ACTIVITY AND SUB-ACTIVITY | Name | Est. 1970 | Budget 1969 | Act. 1968 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 |
| 1541 | **Administration:** | | ........ | ........ | ........ | 2 | 2 | 4,004 | 4,004 | ........ | ........ | $ 40,884 | $ 37,180 | ........ | ........ |
| 1545 | **Processing Collections Transactions:** | | ........ | ........ | ........ | 46 | 48 | 93,912 | 95,914 | ........ | ........ | 432,633 | 407,613 | ........ | ........ |
| 01 | Supervisory and clerical | | ........ | ........ | ........ | 10 | 9 | 20,020 | 18,018 | ........ | ........ | 101,299 | 103,068 | ........ | ........ |
| 02 | Processing license applications | Application | 18,000 | 17,500 | 20,469 | 6 | 9 | 12,012 | 18,018 | .67 | .97 | 63,203 | 68,024 | $ 3.51 | $ 3.88 |
| 03 | Ordering license renewals | Order | 176,000 | 181,000 | 179,878 | 8 | 7 | 16,016 | 14,014 | .09 | .08 | 67,737 | 52,824 | .38 | .29 |
| 04 | Expediting disapproved license applications | Application | 3,800 | 4,100 | 3,588 | 2 | 2 | 3,822 | 3,822 | 1.00 | .93 | 26,107 | 24,812 | 6.87 | 6.05 |
| 05 | Processing warrant and permit fees | Each | 170,000 | 166,000 | 171,605 | 5 | 6 | 10,010 | 12,012 | .06 | .07 | 39,108 | 42,629 | .23 | .25 |
| 06 | Processing amusement tax returns | Return | 5,800 | 6,200 | 5,663 | 1 | 1 | 2,002 | 2,002 | .34 | .32 | 9,683 | 8,072 | 1.67 | 1.30 |
| 07 | Collecting special assessment bills | Bill | 125,000 | 116,000 | 110,081 | 15 | 14 | 30,030 | 28,028 | .24 | .24 | 125,496 | 108,184 | 1.00 | .93 |
| 1548 | **Enforcing Licensing Requirements:** | | ........ | ........ | ........ | 60 | 61 | 110,292 | 112,112 | ........ | ........ | 497,268 | 480,387 | ........ | ........ |
| 01 | Supervisory and clerical | | ........ | ........ | ........ | 6 | 6 | 12,012 | 12,012 | ........ | ........ | 52,577 | 67,330 | ........ | ........ |
| 02 | Making field enforcement investigations | Investigation | 172,000 | 168,000 | 160,651 | 52 | 53 | 94,640 | 96,460 | .55 | .57 | 426,056 | 397,341 | 2.48 | 2.36 |
| 03 | Processing cases for trial | Case | 3,100 | 3,200 | 2,849 | 2 | 2 | 3,640 | 3,640 | 1.17 | 1.14 | 18,635 | 15,716 | 6.01 | 4.91 |
| | **Total** | | | | | 109 | 107 | 208,208 | 212,030 | | | $ 970,785 | $ 925,180 | | |

100-Corporate Fund

## CITY COLLECTOR

(See Vehicle Tax Fund for other appropriations)

The City Collector's office processes license applications, computes and collects license deposits and fees. It forwards applications to City departments for inspection and approval, and prepares orders directing the City Clerk to issue licenses. The office also receives remittances on warrants for collection and special assessments.

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Of the amount expended for the License Enforcement Division $50,000. is to be reimbursed from the Vehicle Tax Fund as its proportionate share of the expense of this Division.

| Code | | Amounts Appropriated |
|---|---|---|
| .005 | Salaries and Wages—on Payroll | $ 889,588. |
| .015 | Schedule Salary Adjustments | 5,117. |
| .020 | Overtime | 6,000. |
| *1540.000 | **For Personal Services** | 900,705. |
| .130 | Postage and Postal Charges | 5,500. |
| .149 | Other Professional and Technical Services | 2,000. |
| .152 | Advertising | 10,000. |
| .157 | Rental of Equipment and Services | 11,000. |
| .186 | Telephone | 800. |
| .192 | Expense in Cash Collection Irregularities | 1,500. |
| .194 | Expense in Enforcing License Ordinance | 500. |
| *1540.100 | **For Contractual Services** | 31,300. |
| .228 | Automobile Allowance—schedule rate | 2,400. |
| .270 | Local Transportation | 15,880. |
| *1540.200 | **For Travel** | 18,280. |
| .350 | Stationery and Office Supplies | 20,000. |
| *1540.300 | **For Commodities** | 20,000. |
| .422 | Office Machines | 3,500. |
| *1540.400 | **For Equipment** | 3,500. |
| *1540.700 | **For Contingencies** | 500. |
| | ***Total for City Collector** | $ 974,285. |

### POSITIONS AND SALARIES

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **ADMINISTRATION—1541** | | |
| 9645 | City Collector | 1 | $ 22,000. |
| 0213 | Assistant to the City Collector | 1 | 18,084. |
| | Schedule Salary Adjustments | | |
| | | 2 | 40,084. |
| **PROCESSING COLLECTION TRANSACTIONS—1545** | | | |
| 0302 | Administrative Assistant II | 1 | 12,240. |
| 1235 | Chief License Coordinator | 1 | 12,840. |
| 1235 | Chief License Coordinator | 1 | 11,652. |
| 1235 | Chief License Coordinator | 1 | 11,100. |
| 1235 | Chief License Coordinator | 1 | 10,056. |
| 0205 | Cashier | 1 | 8,688. |
| 0205 | Cashier | 1 | 7,872. |
| 0235 | Teller | 2 | 7,500. |
| 0235 | Teller | 1 | 7,152. |
| 0235 | Teller | 1 | 6,804. |
| 0235 | Teller | 1 | 6,480. |
| 0235 | Teller | 1 | 5,892. |
| 1199 | Data Processing Coordinator I | 1 | 10,056. |
| 1659 | Supervisor of Special Assessment Collections | 1 | 9,564. |
| 1660 | Special Assessment Clerk | 1 | 7,500. |
| 1660 | Special Assessment Clerk | 2 | 6,480. |
| 1660 | Special Assessment Clerk | 1 | 6,180. |
| 1660 | Special Assessment Clerk | 1 | 5,892. |

## City Collector—*Continued*

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| **PROCESSING COLLECTION TRANSACTIONS—1545 —Continued** | | | |
| 1660 | Special Assessment Clerk | 2 | $ 5,604. |
| 1660 | Special Assessment Clerk | 1 | 5,340. |
| 1660 | Special Assessment Clerk | 1 | 5,088. |
| 0426 | Assistant Chief Clerk | 1 | 14,148. |
| 0423 | Head Clerk | 2 | 11,652. |
| 0423 | Head Clerk | 1 | 10,560. |
| 0423 | Head Clerk | 1 | 8,688. |
| 0423 | Head Clerk | 1 | 7,500. |
| 0421 | Principal Clerk | 1 | 10,056. |
| 0421 | Principal Clerk | 1 | 9,564. |
| 0421 | Principal Clerk | 1 | 9,120. |
| 0421 | Principal Clerk | 1 | 8,688. |
| 0421 | Principal Clerk | 1 | 8,268. |
| 0421 | Principal Clerk | 1 | 7,152. |
| 0421 | Principal Clerk | 1 | 6,804. |
| 0403 | Senior Clerk | 1 | 7,500. |
| 0403 | Senior Clerk | 1 | 7,152. |
| 0403 | Senior Clerk | 1 | 6,804. |
| 0403 | Senior Clerk | 1 | 5,604. |
| 0403 | Senior Clerk | 2 | 5,340. |
| 0825 | Principal Stenographer | 1 | 6,804. |
| 0823 | Senior Stenographer | 1 | 7,872. |
| 0836 | Senior Typist | 1 | 5,604. |
| 0616 | Senior Key Punch Operator | 1 | 7,152. |
| | Schedule Salary Adjustments | | 2,395. |
| | | 47 | 380,983. |
| **ENFORCING LICENSING REQUIREMENTS—1548** | | | |
| 1249 | License Investigator II | 3 | 9,564. |
| 1249 | License Investigator II | 1 | 9,120. |
| 1249 | License Investigator II | 2 | 8,688. |
| 1249 | License Investigator II | 3 | 8,268. |
| 1249 | License Investigator II | 3 | 7,872. |
| 1249 | License Investigator II | 1 | 7,500. |
| 1249 | License Investigator II | 1 | 7,152. |
| 1249 | License Investigator II | 1 | 6,804. |
| 1248 | License Investigator I | 7 | 8,688. |
| 1248 | License Investigator I | 3 | 8,268. |
| 1248 | License Investigator I | 4 | 7,872. |
| 1248 | License Investigator I | 8 | 7,500. |
| 1248 | License Investigator I | 7 | 7,152. |
| 1248 | License Investigator I | 3 | 6,804. |
| 1248 | License Investigator I | 3 | 6,180. |
| 1248 | License Investigator I | 2 | 5,892. |
| 1248 | License Investigator I | 1 | 5,604. |

## City Collector—*Continued*

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **ENFORCING LICENSING REQUIREMENTS—1548 —Continued** | | |
| 0302 | Administrative Assistant II | 1 | $ 12,240. |
| 0301 | Administrative Assistant I | 1 | 10,560. |
| 0421 | Principal Clerk | 1 | 10,056. |
| 0403 | Senior Clerk | 1 | 7,152. |
| 0403 | Senior Clerk | 1 | 5,340. |
| 0401 | Junior Clerk | 1 | 5,340. |
| 0827 | Head Stenographer | 1 | 11,652. |
| | Schedule Salary Adjustments | | 2,722. |
| | | 60 | 473,638. |
| | | 109 | $ 894,705. |
| | **Automobile Allowance—schedule rate** | | |
| 6755 | Compensation for use of personally owned automobiles by: | | |
| | Chief License Coordinator | 2 | |
| | License Investigator II | 1 | |
| | | 3 | $ 2,400. |

100-Corporate Fund

# DEPARTMENT OF LAW

## DISTRIBUTION OF APPROPRIATIONS BY ORGANIZATIONAL ACTIVITIES

| CODE | ORGANIZATIONAL ACTIVITY | Year | Number of Positions | Personal Services | Contractual Services | Travel | Commodities | Contingencies | Specific Purposes | Total Operating Expense | Capital Outlay | Total Appropriation |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **1611** | **Administration** | 1970 | 30 | $ 296,428 | $ 65,000 | $ 3,850 | $ 10,000 | $ 6,500 | .......... | $ 381,778 | .......... | $ 381,778 |
| | | 1969 | 30 | 277,384 | 62,700 | 300 | 4,900 | 6,500 | .......... | 351,784 | .......... | 351,784 |
| **1612** | **General Counsel** | 1970 | 17 | 218,504 | 95,000 | 3,050 | 200 | .......... | .......... | 316,754 | .......... | 316,754 |
| | | 1969 | 17 | 207,500 | 125,000 | 1,500 | 1,000 | .......... | .......... | 335,000 | .......... | 335,000 |
| **1613** | **Appeals and Review Actions** | 1970 | 9 | 116,264 | 43,700 | 2,040 | 100 | .......... | .......... | 162,104 | .......... | 162,104 |
| | | 1969 | 9 | 111,296 | 40,000 | 1,000 | 100 | .......... | .......... | 152,396 | .......... | 152,396 |
| **1614** | **Torts Actions** | 1970 | 27 | 332,189 | 135,000 | 1,030 | 1,000 | .......... | .......... | 469,219 | .......... | 469,219 |
| | | 1969 | 27 | 302,585 | 110,000 | 1,000 | 1,000 | .......... | .......... | 414,585 | .......... | 414,585 |
| **1615** | **Ordinance Enforcement Actions** | 1970 | 18 | 222,260 | 34,000 | 110 | 100 | .......... | .......... | 256,470 | .......... | 256,470 |
| | | 1969 | 18 | 188,744 | 20,000 | 400 | 1,000 | .......... | .......... | 210,144 | .......... | 210,144 |
| **1617** | **Building, Housing and Community Renewal Actions** | 1970 | 31 | 329,516 | 315,000 | 100 | 300 | .......... | .......... | 644,916 | .......... | 644,916 |
| | | 1969 | 31 | 320,156 | 287,500 | 500 | 2,000 | .......... | .......... | 610,156 | .......... | 610,156 |
| **1618** | **Legal Investigation** | 1970 | 20 | 151,700 | 35,000 | 22,320 | 300 | .......... | .......... | 209,320 | .......... | 209,320 |
| | | 1969 | 20 | 140,588 | 30,000 | 27,800 | 2,000 | .......... | .......... | 200,388 | .......... | 200,388 |
| | **Totals** | 1970 | 152 | $1,666,861 | $ 722,700 | $32,500 | $ 12,000 | $ 6,500 | | $2,440,561 | | $2,440,561 |
| | | 1969 | 152 | $1,548,253 | $ 675,200 | $32,500 | $ 12,000 | $ 6,500 | | $2,274,453 | | $2,274,453 |

100-Corporate Fund

## Department of Law—*Continued*

### PERFORMANCE DATA

| | | | WORK UNITS | | | PERSONNEL | | | | | | OPERATING COSTS | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Number | | | Number | | Man-Hours | | Man-Hours Per-Unit | | Total for Year | | Av. Cost Per-Unit | |
| CODE | ACTIVITY AND SUB-ACTIVITY | Name | Est. 1970 | Budget 1969 | Act. 1968 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 |
| 1611 | **Administration:** | | ........ | ........ | ........ | 38 | 37 | 69,160 | 67,340 | ........ | ........ | $ 429,912 | $ 393,032 | ........ | ........ |
| 1612 | **General Counsel:** | | ........ | ........ | ........ | .... | .... | 36,400 | 34,580 | ........ | ........ | 343,102 | 353,672 | ........ | ........ |
| 01 | Supervisory and clerical | | ........ | ........ | ........ | 3 | 3 | 5,460 | 5,460 | ........ | ........ | 83,214 | 126,436 | ........ | ........ |
| 02 | **Examining legal documents** | Document | 3,000 | 3,000 | 2,642 | 1 | 2 | 1,820 | 3,640 | .61 | 1.21 | 11,652 | 21,656 | $ 3.88 | $ 7.22 |
| 04 | **Preparing liquor control cases** | Case | 350 | 400 | 360 | 5 | 2 | 9,100 | 3,640 | 26.00 | 9.10 | 62,572 | 28,748 | 178.78 | 71.87 |
| 05 | **Handling zoning cases** | Case | 380 | 500 | 370 | 7 | 7 | 12,740 | 12,740 | 33.52 | 25.48 | 131,876 | 118,020 | 347.04 | 236.04 |
| 07 | Handling civil service status **cases** | Case | 100 | 60 | 104 | 1 | 2 | 1,820 | 3,640 | 18.20 | 60.66 | 12,840 | 23,160 | 128.40 | 386.00 |
| 08 | Handling non-litigated petitions | Petition | 300 | 320 | 340 | 1 | 2 | 1,820 | 3,640 | 6.06 | 11.37 | 11,652 | 21,656 | 38.84 | 67.67 |
| 09 | **Answering general legal inquiries** | Inquiry | 600 | 610 | 645 | 2 | 1 | 3,640 | 1,820 | 6.06 | 2.98 | 29,296 | 13,996 | 48.83 | 22.94 |
| 1613 | **Appeals and Review Actions:** | | ........ | ........ | ........ | .... | .... | 20,020 | 18,200 | ........ | ........ | 184,586 | 161,731 | ........ | ........ |
| 01 | Supervisory and clerical | | ........ | ........ | ........ | 4 | 3 | 7,280 | 5,460 | ........ | ........ | 75,112 | 47,864 | ........ | ........ |
| 02 | Reviewing judgments | Judgment | 100 | 100 | 112 | 7 | 7 | 1,274 | 1,274 | 12.74 | 12.74 | 9,124 | 8,634 | 91.24 | 86.34 |
| 03 | Preparing and handling appeals | Case | 200 | 100 | 150 | 7 | 7 | 10,192 | 10,192 | 50.96 | 101.92 | 91,226 | 96,605 | 456.13 | 966.05 |
| 04 | Performing research | | ........ | ........ | ........ | 7 | 7 | 1,274 | 1,274 | ........ | ........ | 9,124 | 8,628 | ........ | ........ |
| 1614 | **Torts Actions:** | | ........ | ........ | ........ | .... | .... | 58,240 | 56,420 | ........ | ........ | 501,087 | 439,665 | ........ | ........ |
| 01 | Supervisory and clerical | | ........ | ........ | ........ | 9 | 7 | 16,380 | 12,740 | ........ | ........ | 118,795 | 91,535 | ........ | ........ |
| 02 | Personal injury cases | Case | 2,100 | 2,100 | 1,964 | 17 | 16 | 30,940 | 29,120 | 14.73 | 13.86 | 311,672 | 261,442 | 148.42 | 124.50 |
| 03 | Handling workmen's compensa**tion cases** | Case | 400 | 360 | 404 | 4 | 4 | 7,280 | 7,280 | 18.20 | 20.22 | 42,912 | 42,888 | 107.28 | 119.13 |
| 04 | **Proceedings against third parties** | Case | 300 | 400 | 310 | 2 | 4 | 3,640 | 7,280 | 12.13 | 18.20 | 27,708 | 43,800 | 92.36 | 109.50 |

100-Corporate Fund

## Department of Law—*Continued*

### PERFORMANCE DATA—Continued

| | | | WORK UNITS | | | PERSONNEL | | | | | | OPERATING COSTS | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Number | | | Number | | Man-Hours | | Man-Hours Per-Unit | | Total for Year | | Av. Cost Per-Unit | |
| CODE | ACTIVITY AND SUB-ACTIVITY | Name | Est. 1970 | Budget 1969 | Act. 1968 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 |
| **1615** | **Ordinance Enforcement Actions:** | | ............ | ............ | ............ | .... | .... | 32,760 | 38,220 | ........ | ........ | $ 256,570 | $ 233,544 | ........ | ........ |
| 01 | Supervisory and clerical | | ............ | ............ | ............ | 4 | 6 | 7,280 | 10,920 | ........ | ........ | 72,810 | 72,472 | ........ | ........ |
| 03 | Prosecuting police court cases | Case | 30,000 | 50,000 | 31,000 | 9 | 11 | 16,380 | 20,020 | .54 | .40 | 103,756 | 123,428 | $ 3.46 | $ 2.47 |
| 04 | Defending city in replevin and detinue actions and finance proceedings | Case | 300 | 500 | 380 | 5 | 4 | 9,100 | 7,280 | 30.33 | 14.56 | 80,004 | 37,644 | 266.68 | 75.29 |
| **1616** | **Public Improvement Actions:** | | ............ | ............ | ............ | .... | .... | 23,660 | 21,840 | ........ | ........ | 181,788 | 248,198 | ........ | ........ |
| 01 | Supervisory and clerical | | ............ | ............ | ............ | 2 | 2 | 3,640 | 3,640 | ........ | ........ | 29,136 | 44,675 | ........ | ........ |
| 02 | **Public improvement matters** | | ............ | ............ | ............ | 5 | 5 | 3,640 | 3,640 | ........ | ........ | 28,229 | 39,711 | ........ | ........ |
| 03 | **Public improvement cases** | Case | 200 | 210 | 187 | 5 | 5 | 4,550 | 4,550 | 22.75 | 21.66 | 35,286 | 52,121 | 176.43 | 248.20 |
| 04 | Special assessment and tax foreclosure | Case | 140 | 150 | 168 | 1 | 1 | 1,820 | 1,820 | 13.00 | 12.13 | 14,148 | 19,855 | 101.05 | 132.37 |
| 05 | Public improvement opinion | Opinion | 220 | 200 | 210 | 5 | 5 | 910 | 910 | 4.12 | 4.55 | 7,057 | 9,928 | 32.08 | 49.64 |
| 06 | Aviation and contract matters | | ............ | ............ | ............ | 5 | 4 | 9,100 | 7,280 | ........ | ........ | 67,932 | 81,908 | ........ | ........ |
| **1617** | **Building, Housing and Community Renewal Actions:** | | ............ | ............ | ............ | .... | .... | 67,340 | 70,980 | ........ | ........ | 682,116 | 661,652 | ........ | ........ |
| 01 | Supervisory and clerical | | ............ | ............ | ............ | 18 | 17 | 32,760 | 30,940 | ........ | ........ | 182,596 | 149,944 | ........ | ........ |
| 02 | **Chancery proceedings** | Case | 3,500 | 3,000 | 3,310 | 12 | 11 | 21,840 | 20,020 | 6.24 | 6.67 | 290,320 | 272,314 | 82.94 | 90.77 |
| 03 | Municipal Branch Proceeding | Case | 1,000 | 1,000 | 1,317 | 7 | 11 | 12,740 | 20,020 | 12.75 | 20.02 | 209,200 | 239,394 | 209.20 | 239.39 |
| **1618** | **Legal Investigations:** | | | | | | | | | | | | | | |
| 02 | Investigating cases | Investigation | 5,000 | 6,000 | 5,100 | 35 | 37 | 63,700 | 67,340 | 12.74 | 11.22 | 301,264 | 295,858 | 60.25 | 49.31 |

100-Corporate Fund

# Department of Law—*Continued*

## PERFORMANCE DATA—Continued

| CODE | ACTIVITY AND SUB-ACTIVITY | WORK UNITS<br>Name | Number<br>Est. 1970 | <br>Budget 1969 | <br>Act. 1968 | PERSONNEL<br>Number<br>1970 | <br><br>1969 | Man-Hours<br>1970 | <br>1969 | Man-Hours Per-Unit<br>1970 | <br>1969 | OPERATING COSTS<br>Total for Year<br>1970 | <br>1969 | Av. Cost Per-Unit<br>1970 | <br>1969 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1619 | **Public Utilities Actions:** |  | ........ | ........ | ........ | .... | .... | 9,100 | 9,100 | ........ | ........ | $ 64,512 | $ 97,361 | ........ | ........ |
| 01 | Supervisory and clerical |  | ........ | ........ | ........ | 2 | 2 | 3,640 | 3,640 | ........ | ........ | 29,880 | 43,812 | ........ | ........ |
| 02 | **Illinois Commerce Commission case** | **Case** | 35 | 30 | 38 | 2 | 1 | 3,640 | 1,820 | 104.00 | 60.33 | 24,576 | 19,472 | $702.17 | $649.07 |
| 03 | **Federal power case** | **Case** | 10 | 10 | 12 | 1 | 2 | 1,820 | 3,640 | 182.00 | 364.00 | 10,056 | 34,077 | 1,005.60 | 3,407.70 |
| 1620 | **Property Acquisition for Public Improvements:** |  | ........ | ........ | ........ | .... | .... | 23,660 | 21,840 | ........ | ........ | 154,704 | 207,248 | ........ | ........ |
| 01 | Supervisory and clerical |  | ........ | ........ | ........ | 7 | 7 | 12,740 | 12,740 | ........ | ........ | 71,616 | 103,624 | ........ | ........ |
| 02 | **Acquiring parcels** | **Parcel** | 900 | 800 | 924 | 6 | 5 | 5,460 | 4,550 | 6.06 | 5.68 | 41,544 | 51,812 | 46.16 | 64.77 |
| 03 | **Condemnation suits** | **Suit** | 60 | 70 | 55 | 6 | 5 | 5,460 | 4,550 | 91.00 | 65.00 | 41,544 | 51,812 | 692.40 | 740.17 |
| 1621 | **Traffic Enforcement Actions:** |  | ........ | ........ | ........ | .... | .... | 36,400 | 32,760 | ........ | ........ | 217,584 | 277,492 | ........ | ........ |
| 01 | Supervisory and clerical |  | ........ | ........ | ........ | 3 | 3 | 5,460 | 5,460 | ........ | ........ | 29,712 | 41,624 | ........ | ........ |
| 02 | **Traffic violation cases** | **Case** | 150,000 | 200,000 | 180,000 | 17 | 15 | 30,940 | 27,300 | .22 | .13 | 187,872 | 235,868 | 1.25 | 1.18 |
|  | **Total** |  |  |  |  |  |  | 440,440 | 438,620 |  |  | $3,317,225 | $3,369,453 |  |  |

## DEPARTMENT OF LAW

The Corporation Counsel is the legal advisor for the Mayor, the City Council and the several officers, boards and departments of the City. It is his duty to appear for and protect the rights and interest of the City in all actions, suits and proceedings brought by or against it or any city officer, board or department.

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Eighteen per cent of the amount expended hereunder, exclusive of special assessment and special litigation expense, to be reimbursed from the Water Fund as its proportionate share of this expense as per Section 7-14 of the Municipal Code of Chicago.

| Code | | Amounts Appropriated |
|---|---|---|
| .005 | Salaries and Wages—on Payroll | $ 1,663,164. |
| .015 | Schedule Salary Adjustments | 3,697. |
| *1610.000 | **For Personal Services** | 1,666,861. |
| .125 | Office and Building Services | 40,000. |
| .128 | Fees and Services | 250,000. |
| .130 | Postage and Postal Charges | 5,000. |
| | **Professional and Technical Services:** | |
| .140 | Hiring special counsel, medical experts, investigators and appraisers and for other incidental expense in personal injury, building and zoning litigation, and for the employment of special counsel, engineers, valuators, accountants and other persons and for the payment of other expenses in public utility, lake pollution and other matters | 195,000. |
| .143 | Court Reporting | 140,000. |
| .150 | Publications | 30,000. |
| .152 | Advertising (Legal Notices) | 35,000. |
| .155 | Rental of Property | 2,700. |
| .157 | Rental of Equipment and Services | 12,000. |
| .166 | Subscriptions and Dues | 12,000. |
| .186 | Telephone | 1,000. |
| *1610.100 | **For Contractual Services** | 722,700. |
| .245 | Reimbursement to Travelers | 10,000. |
| .270 | Local Transportation | 22,500. |
| *1610.200 | **For Travel** | 32,500. |
| .350 | Stationery and Office Supplies | 12,000. |
| *1610.300 | **For Commodities** | 12,000. |
| *1610.700 | **For Contingencies** | 6,500. |
| | ***Total For Department of Law** | $ 2,440,561. |

## Department of Law—*Continued*

### CORPORATION COUNSEL

### POSITIONS AND SALARIES

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **ADMINISTRATION—1611** | | |
| 9701 | Corporation Counsel | 1 | $ 32,500. |
| 1657 | First Assistant Corporation Counsel | 1 | 31,000. |
| 1645 | Special Assistant Corporation Counsel | 1 | 28,000. |
| 1644 | Administrative Assistant—Corporation Counsel | 1 | 12,840. |
| 1683 | Legal Investigator | 1 | 9,564. |
| 1629 | Chief Legal Clerk | 1 | 11,652. |
| 1628 | Assistant Chief Legal Clerk | 1 | 9,564. |
| 1627 | P.B.X. Legal Clerk | 1 | 7,500. |
| 0863 | Legal Secretary | 1 | 10,560. |
| 0863 | Legal Secretary | 1 | 9,120. |
| 0865 | Head Legal Stenographer | 2 | 8,688. |
| 0864 | Senior Legal Stenographer | 2 | 7,152. |
| 0864 | Senior Legal Stenographer | 4 | 6,480. |
| 0862 | Legal Stenographer | 2 | 6,180. |
| 0875 | Principal Legal Clerk | 1 | 6,804. |
| 0877 | Legal Clerk | 1 | 6,480. |
| 0877 | Legal Clerk | 1 | 5,604. |
| 0879 | Senior Legal Typist | 1 | 5,604. |
| 0878 | Legal Typist | 1 | 6,180. |
| 0878 | Legal Typist | 1 | 5,892. |
| 0878 | Legal Typist | 2 | 5,604. |
| 0878 | Legal Typist | 1 | 5,340. |
| 0599 | Law Librarian | 1 | 10,056. |
| | Schedule Salary Adjustments | | 1,000. |
| | | 30 | 296,428. |
| | **GENERAL COUNSEL—1612** | | |
| 1649 | Corporation Counsel Supervisor II | 1 | 26,724. |
| 1646 | Attorney IV | 1 | 15,600. |
| 1646 | Attorney IV | 2 | 14,856. |
| 1646 | Attorney IV | 2 | 13,476. |
| 1648 | Attorney III | 3 | 12,840. |
| 1648 | Attorney III | 2 | 11,652. |
| 1648 | Attorney III | 2 | 11,100. |
| 1655 | Attorney II | 2 | 10,560. |
| 0864 | Senior Legal Stenographer | 1 | 8,268. |
| 0877 | Legal Clerk | 1 | 5,604. |
| | Schedule Salary Adjustments | | 500. |
| | | 17 | 218,504. |
| | **APPEALS AND REVIEW—1613** | | |
| 1649 | Corporation Counsel Supervisor II | 1 | 26,724. |
| 1646 | Attorney IV | 1 | 16,380. |
| 1646 | Attorney IV | 1 | 13,476. |
| 1648 | Attorney III | 1 | 15,600. |
| 1648 | Attorney III | 2 | 11,652. |
| 0864 | Senior Legal Stenographer | 1 | 7,872. |
| 0864 | Senior Legal Stenographer | 1 | 6,804. |
| 0877 | Legal Clerk | 1 | 5,604. |
| | Schedule Salary Adjustments | | 500. |
| | | 9 | 116,264. |

# Department of Law—*Continued*

## CORPORATION COUNSEL—Continued

## POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **TORTS—1614** | | |
| 1649 | Corporation Counsel Supervisor II | 1 | $ 28,068. |
| 1646 | Attorney IV | 1 | 18,084. |
| 1646 | Attorney IV | 2 | 16,380. |
| 1646 | Attorney IV | 2 | 14,148. |
| 1648 | Attorney III | 1 | 13,476. |
| 1648 | Attorney III | 10 | 12,240. |
| 1648 | Attorney III | 5 | 10,560. |
| 0863 | Legal Secretary | 1 | 7,872. |
| 0864 | Senior Legal Stenographer | 2 | 6,804. |
| 0864 | Senior Legal Stenographer | 1 | 6,480. |
| 0875 | Principal Legal Clerk | 1 | 7,872. |
| | Schedule Salary Adjustments | | 473. |
| | | 27 | 332,189. |
| | **ORDINANCE ENFORCEMENT—1615** | | |
| 1649 | Corporation Counsel Supervisor II | 1 | 25,452. |
| 1648 | Attorney III | 1 | 18,084. |
| 1648 | Attorney III | 3 | 14,148. |
| 1648 | Attorney III | 1 | 12,840. |
| 1648 | Attorney III | 3 | 12,240. |
| 1648 | Attorney III | 3 | 11,652. |
| 1648 | Attorney III | 3 | 10,560. |
| 0864 | Senior Legal Stenographer | 1 | 7,500. |
| 0862 | Legal Stenographer | 1 | 6,480. |
| 0877 | Legal Clerk | 1 | 5,604. |
| | Schedule Salary Adjustments | | 500. |
| | | 18 | 222,260. |

100-Corporate Fund

## Department of Law—*Continued*

### CORPORATION COUNSEL—Continued

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **BUILDING, HOUSING AND COMMUNITY RENEWAL ACTIONS—1617** | | |
| 1649 | Corporation Counsel Supervisor II | 1 | $ 25,452. |
| 1646 | Attorney IV | 1 | 15,600. |
| 1646 | Attorney IV | 2 | 13,476. |
| 1648 | Attorney III | 1 | 14,148. |
| 1648 | Attorney III | 9 | 12,240. |
| 1648 | Attorney III | 2 | 11,652. |
| 1648 | Attorney III | 2 | 11,100. |
| 1648 | Attorney III | 2 | 10,560. |
| 1683 | Legal Investigator | 1 | 6,180. |
| 1683 | Legal Investigator | 1 | 5,892. |
| 1685 | Investigator—Clerk | 1 | 6,180. |
| 0875 | Principal Legal Clerk | 2 | 7,152. |
| 0864 | Senior Legal Stenographer | 1 | 7,152. |
| 0862 | Legal Stenographer | 2 | 6,180. |
| 0879 | Senior Legal Typist | 1 | 5,604. |
| 0878 | Legal Typist | 1 | 6,804. |
| 0878 | Legal Typist | 1 | 5,604. |
| | Schedule Salary Adjustments | | 500. |
| | | 31 | 329,516. |
| | **INVESTIGATION—1618** | | |
| 1680 | Director of Legal Investigation | 1 | 15,600. |
| 1681 | Principal Legal Investigator | 1 | 11,652. |
| 1681 | Principal Legal Investigator | 1 | 10,560. |
| 1682 | Senior Legal Investigator | 1 | 9,564. |
| 1683 | Legal Investigator | 1 | 7,152. |
| 1683 | Legal Investigator | 1 | 6,804. |
| 1683 | Legal Investigator | 2 | 6,480. |
| 1683 | Legal Investigator | 4 | 6,180. |
| 1683 | Legal Investigator | 4 | 5,892. |
| 1685 | Investigator—Clerk | 1 | 6,180. |
| 1686 | Right-of-Way Investigator | 1 | 8,268. |
| 0864 | Senior Legal Stenographer | 1 | 8,268. |
| 0877 | Legal Clerk | 1 | 6,180. |
| | Schedule Salary Adjustments | | 224. |
| | | 20 | 151,700. |
| | | 152 | $ 1,666,861. |

100-Corporate Fund

# CIVIL SERVICE COMMISSION

## DISTRIBUTION OF APPROPRIATIONS BY ORGANIZATIONAL ACTIVITIES

| CODE | ORGANIZATIONAL ACTIVITY | Year | Number of Positions | Personal Services | Contractual Services | Travel | Commodities | Contingencies | Specific Purposes | Total Operating Expense | Capital Outlay | Total Appropriation |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **1711** | **Administration** | 1970 | 25 | $ 341,751 | $ 12,600 | $ 850 | $ 2,000 | $ 700 | .......... | $ 357,901 | $ 130,000 | $ 487,901 |
| | | 1969 | 21 | 290,618 | 13,900 | 500 | 2,000 | 700 | .......... | 307,718 | 105,000 | 412,718 |
| **1712** | **Classification** | 1970 | 29 | 294,552 | 2,275 | 850 | 2,100 | .......... | .......... | 299,777 | 1,500 | 301,277 |
| | | 1969 | 29 | 269,573 | 2,275 | 700 | 2,100 | .......... | .......... | 274,648 | 1,500 | 276,148 |
| **1714** | **Examination** | 1970 | 51 | 511,046 | 34,725 | 2,000 | 9,050 | .......... | .......... | 556,821 | 5,250 | 562,071 |
| | | 1969 | 51 | 468,663 | 33,825 | 2,000 | 10,550 | .......... | .......... | 515,038 | 5,250 | 520,288 |
| **1716** | **Maintenance of Personnel Changes** | 1970 | 26 | 203,115 | 8,350 | .......... | 5,750 | .......... | .......... | 217,215 | 5,000 | 222,215 |
| | | 1969 | 26 | 197,217 | 8,350 | .......... | 5,750 | .......... | .......... | 211,317 | 5,000 | 216,317 |
| **1718** | **Training Division** | 1970 | 15 | 147,338 | 11,000 | 500 | 2,200 | .......... | .......... | 161,038 | 750 | 161,788 |
| | | 1969 | 12 | 109,802 | 13,500 | 500 | 2,200 | .......... | .......... | 126,002 | 750 | 126,752 |
| | **Totals** | 1970 | 146 | $1,497,802 | $ 68,950 | $ 4,200 | $ 21,100 | $ 700 | | $1,592,752 | $ 142,500 | $1,735,252 |
| | | 1969 | 139 | $1,335,873 | $ 71,850 | $ 3,700 | $ 22,600 | $ 700 | | $1,434,723 | $ 117,500 | $1,552,223 |

## Civil Service Commission—*Continued*

100-Corporate Fund

### PERFORMANCE DATA

| CODE | ACTIVITY AND SUB-ACTIVITY | Name | WORK UNITS | | | PERSONNEL | | | | | | OPERATING COSTS | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Number | | | Number | | Man-Hours | | Man-Hours Per-Unit | | Total for Year | | Av. Cost Per-Unit | |
| | | | Est. 1970 | Budget 1969 | Act. 1968 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 |
| 1711 | **Administration:** | | ........ | ........ | ........ | 25 | 21 | 78,500 | 43,320 | ........ | ........ | $ 357,901 | $ 307,718 | ........ | ........ |
| 01 | Administrative and clerical | | ........ | ........ | ........ | 19 | 15 | 67,580 | 32,400 | ........ | ........ | 278,065 | 218,343 | ........ | ........ |
| **02** | **Conducting hearings** | **Hearing** | 800 | 800 | 593 | 6 | 6 | 10,920 | 10,920 | 13.65 | 13.65 | 79,836 | 89,375 | $99.78 | $111.71 |
| 1712 | **Classification:** | | ........ | ........ | ........ | 29 | 29 | 52,780 | 52,780 | ........ | ........ | 299,777 | 274,648 | ........ | ........ |
| 01 | **Position audits** | **Audit** | 7,000 | 7,000 | 4,435 | 13 | 13 | 23,660 | 23,660 | 3.38 | 3.38 | 141,793 | 133,536 | 20.25 | 19.07 |
| 02 | Position Control System | | ........ | ........ | ........ | 5 | 5 | 9,100 | 9,100 | ........ | ........ | 42,562 | 40,878 | ........ | ........ |
| 03 | Organization Studies and Research | | ........ | ........ | ........ | 6 | 6 | 10,920 | 10,920 | ........ | ........ | 60,536 | 56,377 | ........ | ........ |
| 04 | Salary surveys | **Employers** | 2,500 | 2,500 | 2,200 | 4 | 4 | 7,280 | 7,280 | 2.91 | 2.91 | 46,914 | 38,153 | 18.76 | 15.26 |
| 05 | **Employee screening** | Applicant | 8,500 | 8,000 | 9,187 | 1 | 1 | 1,820 | 1,820 | .21 | .15 | 7,972 | 5,704 | .93 | .71 |
| 1714 | Examinations: | | ........ | ........ | ........ | 51 | 51 | 92,750 | 92,750 | ........ | ........ | 556,821 | 515,038 | ........ | ........ |
| 01 | Recruitment | | ........ | ........ | ........ | 7 | 6 | 12,740 | 10,920 | ........ | ........ | 86,070 | 64,524 | ........ | ........ |
| 02 | Processing applications | **Application** | 40,000 | 40,000 | 41,245 | 3 | 2 | 5,460 | 3,640 | .14 | .09 | 17,660 | 12,746 | .44 | .31 |
| 03 | **Preparing examinations** | **Examination** | 350 | 350 | 293 | 14 | 14 | 25,480 | 25,480 | 72.80 | 72.80 | 150,034 | 124,963 | 428.66 | 357.03 |
| 04 | **Administering examinations** | **Candidate** | 37,500 | 37,500 | 27,832 | 7 | 7 | 12,740 | 12,740 | .34 | .34 | 88,800 | 104,933 | 2.36 | 2.79 |
| 05 | Administering medical tests | Test | 7,500 | 7,500 | 8,976 | 2 | 2 | 3,570 | 3,570 | .48 | .48 | 24,894 | 22,646 | 3.31 | 3.01 |
| 06 | **Administering physical tests** | **Test** | 5,000 | 5,000 | 3,927 | 5 | 5 | 9,100 | 9,100 | 1.82 | 1.82 | 55,800 | 49,449 | 11.16 | 9.88 |
| 07 | Scoring essay and performance examinations | Candidate | 7,000 | 6,500 | 6,167 | 5 | 5 | 9,100 | 9,100 | 1.30 | 1.40 | 37,982 | 37,089 | 5.42 | 5.70 |
| **08** | **Machine Scoring answer sheets** | **Candidate** | 27,500 | 26,000 | 14,721 | 2 | 2 | 3,640 | 3,640 | .13 | .14 | 29,390 | 25,526 | 1.06 | .98 |
| **09** | **Test analysis and research** | | ........ | ........ | ........ | 2 | 3 | 3,640 | 5,460 | ........ | ........ | 20,463 | 27,866 | ........ | ........ |
| 10 | **Maintaining test records** | **Candidate** | 24,000 | 24,000 | 25,111 | 3 | 4 | 5,460 | 7,280 | .23 | .30 | 35,958 | 36,358 | 1.49 | 1.51 |
| **11** | **Maintaining labor records** | **Name** | 6,000 | 6,000 | 3,798 | 1 | 1 | 1,820 | 1,820 | .30 | .30 | 9,770 | 8,918 | 1.62 | 1.48 |
| 1716 | **Maintaining Personnel Records:** | | ........ | ........ | ........ | 26 | 26 | 47,320 | 47,320 | ........ | ........ | 217,215 | 211,317 | ........ | ........ |
| 01 | **Processing personnel status change reports** | **Name** | 100,000 | 90,000 | 96,233 | 9 | 13 | 16,380 | 23,660 | .16 | .26 | 79,272 | 105,125 | .79 | 1.16 |
| **02** | **Certification of payrolls** | Name | 1,500,000 | 1,400,000 | 1,426,532 | 17 | 13 | 30,940 | 23,660 | .02 | .02 | 137,943 | 106,192 | .09 | .07 |
| 1718 | **Training** | | ........ | ........ | ........ | 15 | 12 | 27,300 | 21,840 | ........ | ........ | 161,038 | 126,002 | ........ | ........ |
| | **Total** | | | | | 146 | 139 | 298,650 | 258,010 | | | $1,592,752 | $1,434,723 | | |

100-Corporate Fund

## CIVIL SERVICE COMMISSION

**The Civil Service Commission is authorized by law to classify all officers and places of employment and to conduct competitive examinations for such positions; to authorize employment in the absence of eligible registers; to hold hearings and act on charges made against any employes; and to maintain a record of all appointments, transfers, promotions, resignations and vacancies, and of all newly created or abolished positions.**

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Twenty per cent of the amount expended hereunder to be reimbursed from the Water Fund as its proportionate share of this expense as per Section 7-14 of the Municipal Code of Chicago.

| Code | | Amounts Appropriated |
|---|---|---|
| .005 | Salaries and Wages—on Payroll | $ 1,459,606. |
| .010 | Salaries and Wages—on Voucher | 20,000. |
| .015 | Schedule Salary Adjustments | 18,196. |
| *1710.000 | **For Personal Services** | 1,497,802. |
| .126 | Office Conveniences | 100. |
| .128 | Fees and Services | 100. |
| .130 | Postage and Postal Charges | 8,000. |
| | Professional and Technical Services: | |
| .143 | Court Reporting | 2,000. |
| .149 | Other Professional and Technical Services | 7,500. |
| .150 | Publications | 2,500. |
| .152 | Advertising | 18,000. |
| .155 | Rental of Property | 13,500. |
| .157 | Rental of Equipment and Services | 8,500. |
| .162 | Repair or Maintenance of Equipment | 4,000. |
| .166 | Subscriptions and Dues | 1,200. |
| .169 | Technical Meeting Costs | 2,000. |
| .175 | Transportation Charges (Exclusive of Travel) | 500. |
| .180 | Utility Services | 350. |
| .186 | Telephone | 700. |
| *1710.100 | **For Contractual Services** | 68,950. |
| .245 | Reimbursement to Travelers | 3,500. |
| .270 | Local Transportation | 700. |
| *1710.200 | **For Travel** | 4,200. |
| .340 | Material and Supplies | 600. |
| .348 | Books and Related Materials | 2,500. |
| .350 | Stationery and Office Supplies | 18,000. |
| *1710.300 | **For Commodities** | 21,100. |
| .422 | Office Machines | 6,000. |
| .424 | Furniture and Furnishings | 10,000. |
| *1710.400 | **For Equipment** | 16,000. |
| .526 | Permanent Improvements: Building and Structures | 1,500. |
| *1710.500 | **For Permanent Improvements** | 1,500. |
| *1710.700 | **For Contingencies** | 700. |
| *1710.801 | **For Tuition Reimbursement and Educational Programs** | 125,000. |
| | ***Total for Civil Service Commission** | $ 1,735,252. |

100-Corporate Fund

## Civil Service Commission—*Continued*

### POSITIONS AND SALARIES

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **ADMINISTRATION—1711** | | |
| 9621 | President, Civil Service Commission | 1 | $ 7,500. |
| 9622 | Member Civil Service Commission | 2 | 5,000. |
| 0337 | Assistant to the President | 1 | 25,452. |
| 1335 | Chief Examiner and Secretary | 1 | 26,724. |
| 1345 | Personnel Director | 1 | 26,724. |
| 1350 | Supervisor of Administration and Research | 1 | 16,380. |
| 0805 | Secretary | 1 | 9,564. |
| 0805 | Secretary | 1 | 9,120. |
| 0302 | Administrative Assistant II | 1 | 10,056. |
| 1372 | Senior Personnel Analyst | 1 | 10,056. |
| 1371 | Personnel Analyst | 1 | 7,872. |
| 1305 | Personnel Aide | 1 | 7,500. |
| 1305 | Personnel Aide | 1 | 7,152. |
| 0401 | Junior Clerk | 1 | 5,088. |
| 0825 | Principal Stenographer | 2 | 9,120. |
| 0821 | Junior Stenographer | 1 | 6,180. |
| 0836 | Senior Typist | 2 | 5,604. |
| 0836 | Senior Typist | 3 | 5,340. |
| 0658 | Senior Multilith Operator | 1 | 5,604. |
| 0637 | Senior Microfilm Machine Operator | 1 | 5,604. |
| 0402 | Clerk Trainee ($2.66h to $2.79h) | (22,750h) | 62,110. |
| 1395 | Public Administration Interne ($3.00h) | (5,700h) | 17,100. |
| | Schedule Salary Adjustments | | 497. |
| | | 25 | 321,751. |
| | **CLASSIFICATION—1712** | | |
| 1304 | Supervisor of Classification and Personnel Relations | 1 | 20,928. |
| 1310 | Assistant Supervisor of Classification | 1 | 14,148. |
| 1373 | Principal Personnel Analyst | 1 | 13,476. |
| 1373 | Principal Personnel Analyst | 4 | 12,840. |
| 1372 | Senior Personnel Analyst | 1 | 12,840. |
| 1372 | Senior Personnel Analyst | 4 | 10,560. |
| 1372 | Senior Personnel Analyst | 1 | 10,056. |
| 1372 | Senior Personnel Analyst | 2 | 9,564. |
| 1371 | Personnel Analyst | 1 | 8,688. |
| 1371 | Personnel Analyst | 1 | 8,268. |
| 1371 | Personnel Analyst | 4 | 7,872. |
| 1311 | Employee Compensation Technician I | 2 | 9,120. |
| 1311 | Employee Compensation Technician I | 1 | 6,804. |
| 0403 | Senior Clerk | 1 | 7,872. |
| 0825 | Principal Stenographer | 1 | 7,872. |
| 0836 | Senior Typist | 1 | 6,804. |
| 0836 | Senior Typist | 1 | 6,180. |
| 0836 | Senior Typist | 1 | 5,604. |
| | Schedule Salary Adjustments | | 2,556. |
| | | 29 | 294,552. |

## Civil Service Commission—*Continued*

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **EXAMINATION—1714** | | |
| 1330 | Supervisor of Tests and Recruitment......... | 1 | $ 18,984. |
| 1314 | Assistant Supervisor of Tests and Recruitment ........................ | 1 | 14,856. |
| 1317 | Recruitment Officer ........................ | 1 | 13,476. |
| 1331 | Supervisor of Test Evaluation .............. | 1 | 18,984. |
| 1334 | Assistant Supervisor of Test Evaluation...... | 1 | 16,380. |
| 1373 | Principal Personnel Analyst ................ | 1 | 13,476. |
| 1373 | Principal Personnel Analyst ................ | 1 | 12,840. |
| 1373 | Principal Personnel Analyst ................ | 2 | 11,652. |
| 1372 | Senior Personnel Analyst .................. | 1 | 11,100. |
| 1372 | Senior Personnel Analyst .................. | 2 | 10,560. |
| 1372 | Senior Personnel Analyst .................. | 1 | 10,056. |
| 1372 | Senior Personnel Analyst .................. | 7 | 9,564. |
| 1371 | Personnel Analyst ......................... | 1 | 8,688. |
| 1371 | Personnel Analyst ......................... | 3 | 8,268. |
| 1371 | Personnel Analyst ......................... | 5 | 7,872. |
| 1356 | Supervisor of Physical Examinations......... | 1 | 14,856. |
| 3363 | Physician .............................. | 1 | 18,420. |
| 3363 | Physician ($25.00d) ....................... | 1 | 5,000. |
| 1352 | Physical Examiner III...................... | 1 | 10,560. |
| 1353 | Physical Examiner II ...................... | 1 | 7,872. |
| 1306 | Labor Examiner ........................... | 1 | 9,120. |
| 0302 | Administrative Assistant II ............... | 1 | 10,560. |
| 0426 | Assistant Chief Clerk ..................... | 1 | 11,652. |
| 0421 | Principal Clerk ........................... | 1 | 9,564. |
| 0421 | Principal Clerk ........................... | 1 | 7,152. |
| 0421 | Principal Clerk ........................... | 2 | 6,804. |
| 0403 | Senior Clerk ............................. | 2 | 5,340. |
| 0733 | Information Representative I .............. | 1 | 6,180. |
| 0825 | Principal Stenographer ..................... | 3 | 8,688. |
| 0825 | Principal Stenographer ..................... | 1 | 7,500. |
| 0825 | Principal Stenographer .................... | 1 | 7,152. |
| 0836 | Senior Typist ............................ | 1 | 6,180. |
| 0836 | Senior Typist ............................ | 1 | 5,604. |
| | Schedule Salary Adjustments ............. | | 8,946. |
| | | 51 | 511,046. |

100-Corporate Fund

## Civil Service Commission—*Continued*

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **MAINTENANCE OF PERSONNEL CHANGES—1716** | | |
| 1328 | Supervisor of Personnel Records and Payrolls | 1 | $ 12,240. |
| 1327 | Assistant—Records and Payrolls | 1 | 12,240. |
| 1305 | Personnel Aide | 1 | 8,688. |
| 1305 | Personnel Aide | 1 | 8,268. |
| 1199 | Data Processing Coordinator I | 1 | 10,056. |
| 0631 | Senior Data Control Coder | 1 | 7,500. |
| 0301 | Administrative Assistant I | 1 | 9,564. |
| 0423 | Head Clerk | 1 | 9,564. |
| 0421 | Principal Clerk | 1 | 9,120. |
| 0421 | Principal Clerk | 1 | 8,688. |
| 0421 | Principal Clerk | 1 | 8,268. |
| 0403 | Senior Clerk | 2 | 7,152. |
| 0403 | Senior Clerk | 2 | 6,804. |
| 0403 | Senior Clerk | 2 | 5,340. |
| 0401 | Junior Clerk | 1 | 7,500. |
| 0401 | Junior Clerk | 1 | 5,340. |
| 0401 | Junior Clerk | 1 | 4,848. |
| 0658 | Senior Multilith Operator | 1 | 5,892. |
| 0719 | Document Clerk | 1 | 7,500. |
| 0719 | Document Clerk | 1 | 6,180. |
| 0719 | Document Clerk | 1 | 5,892. |
| 0825 | Principal Stenographer | 1 | 7,872. |
| 0836 | Senior Typist | 1 | 7,152. |
| | Schedule Salary Adjustments | | 2,151. |
| | | 26 | 203,115. |
| | **TRAINING DIVISION—1718** | | |
| 1360 | Supervisor of Training | 1 | 18,084. |
| 1367 | Assistant Supervisor of Training | 1 | 14,148. |
| 1373 | Principal Personnel Analyst | 1 | 11,652. |
| 1372 | Senior Personnel Analyst | 1 | 10,560. |
| 1372 | Senior Personnel Analyst | 2 | 10,056. |
| 1372 | Senior Personnel Analyst | 2 | 9,564. |
| 1371 | Personnel Analyst | 1 | 8,688. |
| 1371 | Personnel Analyst | 2 | 7,872. |
| 0825 | Principal Stenographer | 1 | 7,500. |
| 0836 | Senior Typist | 1 | 6,180. |
| 0836 | Senior Typist | 1 | 5,892. |
| 0836 | Senior Typist | 1 | 5,604. |
| | Schedule Salary Adjustments | | 4,046. |
| | | 15 | 147,338. |
| | | 146 | $ 1,477,802. |

100-Corporate Fund

# DEPARTMENT OF PURCHASES, CONTRACTS AND SUPPLIES

## DISTRIBUTION OF APPROPRIATIONS BY ORGANIZATIONAL ACTIVITIES

| CODE | ORGANIZATIONAL ACTIVITY | Year | Number of Positions | Personal Services | Contractual Services | Travel | Commodities | Contingencies | Specific Purposes | Total Operating Expense | Capital Outlay | Total Appropriation |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **1811** | **Administration** | 1970 | 10 | $ 127,782 | $ 7,300 | $ 2,770 | $ 3,075 | $ 5,000 | ........ | $ 145,927 | $ 1,450 | $ 147,377 |
| | | 1969 | 10 | 126,043 | 12,800 | 3,175 | 2,925 | 5,000 | ........ | 149,943 | 3,450 | 153,393 |
| **1812** | **Open Market Purchases** | 1970 | 10 | 86,484 | 1,550 | 500 | 3,000 | ........ | ........ | 91,534 | 1,100 | 92,634 |
| | | 1969 | 10 | 82,220 | 800 | 300 | 2,700 | ........ | ........ | 86,020 | 2,100 | 88,120 |
| **1813** | **Contract Purchases** | 1970 | 36 | 334,200 | 24,400 | 100 | 10,700 | ........ | ........ | 369,400 | 3,100 | 372,500 |
| | | 1969 | 36 | 307,402 | 24,175 | ........ | 9,600 | ........ | ........ | 341,177 | 2,000 | 343,177 |
| **1814** | **Purchase Order and Invoice Control** | 1970 | 22 | 163,267 | 20,175 | ........ | 7,500 | ........ | ........ | 190,942 | 1,200 | 192,142 |
| | | 1969 | 22 | 152,403 | 17,700 | ........ | 5,500 | ........ | ........ | 175,603 | 1,400 | 177,003 |
| **1816** | **Providing Standards and Quality Control** | 1970 | 45 | 380,840 | 12,205 | 9,800 | 8,605 | ........ | ........ | 411,450 | 8,200 | 419,650 |
| | | 1969 | 45 | 358,158 | 9,605 | 7,225 | 8,260 | ........ | ........ | 383,248 | 1,200 | 384,448 |
| **1818** | **Material Warehousing and Conservation** | 1970 | 130 | 1,128,045 | 19,020 | 5,500 | 15,300 | ........ | ........ | 1,167,865 | 35,000 | 1,202,865 |
| | | 1969 | 127 | 1,057,880 | 10,475 | 2,600 | 14,365 | ........ | ........ | 1,085,320 | 65,250 | 1,150,570 |
| **1819** | **Data Processing** | 1970 | 14 | 103,250 | 16,800 | ........ | 5,100 | ........ | ........ | 125,150 | 1,500 | 126,650 |
| | | 1969 | 14 | 95,679 | 18,416 | ........ | 3,050 | ........ | ........ | 117,145 | 600 | 117,745 |
| | **Totals** | 1970 | 267 | $2,323,868 | $ 101,450 | $18,670 | $ 53,280 | $ 5,000 | | $2,502,268 | $ 51,550 | $2,553,818 |
| | | 1969 | 264 | $2,179,785 | $ 93,971 | $13,300 | $ 46,400 | $ 5,000 | | $2,338,456 | $ 76,000 | $2,414,456 |

100-Corporate Fund

## Department of Purchases, Contracts and Supplies—*Continued*

### PERFORMANCE DATA

| CODE | ACTIVITY AND SUB-ACTIVITY | WORK UNITS |  |  |  | PERSONNEL |  |  |  |  |  | OPERATING COSTS |  |  |  |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
|  |  |  | Number |  |  | Number |  | Man-Hours |  | Man-Hours Per-Unit |  | Total for Year |  | Av. Cost Per-Unit |  |
|  |  | Name | Est. 1970 | Budget 1969 | Act. 1968 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 |
| 1811 | **Administration:** |  | .......... | .......... | .......... | 10 | 10 | 18,200 | 18,200 | ....... | ....... | $ 145,927 | $ 149,943 | ....... | ....... |
| 1812 | **Open Market Purchases:** |  | 56,320 | .......... | 52,234 | 10 | 10 | 18,200 | 18,200 | .32 | .30 | 91,534 | 86,020 | $ 1.62 | $ 1.44 |
| 02 |  | Requisition | 19,570 | 21,560 | 20,160 | 6 | 6 | 10,920 | 10,920 | .56 | .50 | 59,862 | 60,024 | 3.06 | 2.78 |
| 03 |  | Quotation | 17,300 | 18,200 | 14,078 | 2 | 2 | 3,640 | 3,640 | .21 | .20 | 15,908 | 13,648 | .92 | .75 |
| 04 |  | Purchase Order | 19,450 | 20,050 | 17,996 | 2 | 2 | 3,640 | 3,640 | .19 | .18 | 15,764 | 12,348 | .81 | .62 |
| 1813 | **Purchasing on Contract Basis:** |  | 6,825 | .......... | 6,785 | 36 | 36 | 65,520 | 65,520 | 9.60 | 13.48 | 369,400 | 341,177 | 54.12 | 70.17 |
| 02 |  | Contract | 2,300 | 1,500 | 2,272 | 18 | 18 | 32,760 | 32,760 | 14.24 | 21.84 | 205,298 | 204,693 | 89.26 | 136.46 |
| 03 |  | Contract Notice | 1,250 | 672 | 1,256 | 5 | 5 | 9,100 | 9,100 | 7.28 | 13.54 | 43,642 | 40,454 | 34.91 | 60.20 |
| 04 |  | Modification; Amendment; Change Order | 700 | 400 | 682 | 2 | 2 | 3,640 | 3,640 | 5.20 | 9.10 | 28,628 | 14,750 | 40.90 | 36.88 |
| 05 |  | Advertised Bid Opening | 1,375 | 1,194 | 1,398 | 6 | 6 | 10,920 | 10,920 | 7.94 | 9.15 | 51,826 | 42,860 | 37.72 | 35.90 |
| 06 |  | Bond | 1,200 | 1,096 | 1,177 | 5 | 5 | 9,100 | 9,100 | 7.58 | 8.30 | 40,006 | 38,420 | 33.34 | 35.05 |
| 1814 | **Purchase Order and Invoice Control:** |  | 93,040 | .......... | 92,449 | 22 | 22 | 40,040 | 40,040 | .43 | .43 | 190,942 | 175,603 | 2.05 | 1.89 |
| 02 |  | Sub-Order Processed | 26,380 | 25,500 | 26,300 | 5 | 7 | 9,100 | 12,740 | .34 | .50 | 38,602 | 64,160 | 1.46 | 2.52 |
| 03 |  | Purchase Order Processed | 19,000 | 19,900 | 18,795 | 5 | 8 | 9,100 | 14,560 | .48 | .73 | 42,265 | 61,238 | 2.22 | 3.08 |
| 04 |  | Voucher | 2,000 | 2,600 | 1,890 | 3 | 4 | 5,460 | 7,280 | 2.73 | 2.80 | 35,113 | 32,358 | 17.56 | 12.45 |
| 05 |  | Change Order | 460 | 650 | 370 | 2 | 1 | 3,640 | 1,820 | 7.91 | 2.80 | 17,723 | 7,910 | 38.53 | 12.17 |
| 06 |  | City Invoice | 45,200 | 44,100 | 45,094 | 7 | 2 | 12,740 | 3,640 | .28 | .08 | 57,239 | 9,937 | 1.27 | .23 |

100-Corporate Fund

## Department of Purchases, Contracts and Supplies—*Continued*

### PERFORMANCE DATA—Continued

| CODE | ACTIVITY AND SUB-ACTIVITY | WORK UNITS | | | | PERSONNEL | | | | | | OPERATING COSTS | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Number | | | Number | | Man-Hours | | Man-Hours Per-Unit | | Total for Year | | Av. Cost Per-Unit | |
| | | Name | Est. 1970 | Budget 1969 | Act. 1968 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 |
| **1816** | **Providing Standards and Quality Control:** | | ............ | ............ | ............ | 45 | 45 | 69,506 | 69,506 | ........ | ........ | $ 411,450 | $ 383,248 | ........ | ........ |
| 02 | Testing and inspection of materials | | 15,590 | ............ | 15,344 | 34 | 34 | 62,100 | 62,100 | 3.98 | 13.72 | 366,763 | 345,486 | $23.52 | $76.35 |
| | | Inspection | 1,900 | 2,400 | 1,663 | 21 | 21 | 38,440 | 38,440 | 20.23 | 16.01 | 203,303 | 186,069 | 107.00 | 77.53 |
| | | Test Report | 13,445 | 2,000 | 13,448 | 10 | 10 | 18,200 | 18,200 | 1.35 | 9.10 | 124,339 | 116,394 | 9.25 | 58.20 |
| | | Research and Development | 245 | 125 | 233 | 3 | 3 | 5,460 | 5,460 | 22.29 | 43.68 | 39,121 | 43,023 | 159.68 | 336.18 |
| 04 | Establishing standard data | Standard | 208 | ............ | 193 | 9 | 9 | 3,766 | 3,766 | 18.11 | 83.69 | 21,602 | 18,638 | 103.86 | 414.18 |
| | | New | 110 | 15 | 100 | 5 | 5 | 1,892 | 1,892 | 17.20 | 126.13 | 13,696 | 12,629 | 124.51 | 841.93 |
| | | Revised | 98 | 30 | 93 | 4 | 4 | 1,874 | 1,874 | 19.12 | 62.47 | 7,906 | 6,009 | 80.67 | 200.30 |
| 05 | Market and products research reports | | 580 | ............ | 541 | 2 | 2 | 3,640 | 3,640 | 6.28 | 6.68 | 23,085 | 19,124 | 39.80 | 35.09 |
| | | Market Report | 260 | 245 | 204 | 1 | 1 | 1,820 | 1,820 | 7.00 | 7.43 | 12,390 | 10,090 | 47.65 | 41.18 |
| | | Statistical Report; Chart | 320 | 300 | 337 | 1 | 1 | 1,820 | 1,820 | 5.69 | 6.07 | 10,695 | 9,034 | 33.42 | 30.11 |
| **1818** | **Material Warehousing and Conservation:** | | 66,054 | ............ | 65,885 | 127 | 127 | 239,500 | 238,620 | 3.74 | ........ | 1,167,865 | 1,085,320 | 17.68 | ........ |
| 02 | Operating warehouses and stores | | 65,704 | ............ | 65,565 | 122 | 122 | 229,740 | 228,860 | 3.61 | 4.77 | 1,141,024 | 1,034,518 | 17.36 | 21.57 |
| | | Receiving Report | 4,175 | 4,400 | 4,018 | 28 | 28 | 51,180 | 52,060 | 12.26 | 11.83 | 236,371 | 241,289 | 56.61 | 54.84 |
| | | Credit Memo | 1,500 | 1,050 | 1,560 | 20 | 14 | 36,620 | 26,140 | 24.41 | 24.90 | 183,865 | 112,809 | 122.58 | 107.44 |
| | | Material Requisition | 58,400 | 41,750 | 58,397 | 40 | 46 | 77,420 | 85,700 | 1.32 | 2.05 | 396,150 | 390,205 | 6.78 | 9.35 |
| | | Transfer | 1,620 | 750 | 1,581 | 14 | 11 | 26,800 | 20,900 | 16.54 | 27.87 | 125,761 | 98,126 | 77.63 | 130.83 |
| | | Warehouse | 9 | 9 | 9 | 20 | 23 | 37,720 | 44,060 | 4,191 | 4,896 | 198,877 | 192,089 | 22,097 | 21,343 |
| 03 | Salvaging scrap and surplus | Sale | 350 | 275 | 320 | 5 | 5 | 9,760 | 9,760 | 27.89 | 35.49 | 26,841 | 50,802 | 153.23 | 184.73 |

100-Corporate Fund

## Department of Purchases, Contracts and Supplies—*Continued*

### PERFORMANCE DATA—Continued

| CODE | ACTIVITY AND SUB-ACTIVITY | WORK UNITS | | | | PERSONNEL | | | | | | OPERATING COSTS | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Name | Number | | | Number | | Man-Hours | | Man-Hours Per-Unit | | Total for Year | | Av. Cost Per-Unit | |
| | | | Est. 1970 | Budget 1969 | Act. 1968 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 |
| 1819 | **Data Processing:** | | | | | | | | | | | | | | |
| 01 | **Commodity Coding and Statistical Analysis** .................. | | 1,422,350 | ............ | 1,346,922 | 14 | 14 | 25,480 | 25,480 | .02 | .04 | $ 125,150 | $ 117,145 | $ .09 | $ .20 |
| | | Documents Received | 100,350 | 75,050 | 100,264 | 2 | 1 | 3,640 | 1,820 | .04 | .02 | 19,016 | 14,143 | .19 | .19 |
| | | Coding | 133,000 | 83,600 | 133,035 | 4 | 3 | 7,280 | 5,460 | .05 | .06 | 27,132 | 12,850 | .20 | .15 |
| | | Key Punch and Verified | 1,100,000 | 392,050 | 1,024,617 | 2 | 5 | 3,640 | 9,100 | .003 | .02 | 15,906 | 53,777 | .01 | .14 |
| | | Reports Processed | 88,900 | 33,650 | 88,856 | 4 | 3 | 7,280 | 5,460 | .08 | .16 | 33,676 | 20,939 | .38 | .62 |
| | | Special Programs | 100 | 60 | 150 | 2 | 2 | 3,640 | 3,640 | 36.40 | 60.67 | 29,420 | 15,436 | 294.20 | 257.27 |
| | **Total** .................................................. | | | | | 264 | 264 | 476,446 | 475,566 | | | $2,502,268 | $2,338,456 | | |

## DEPARTMENT OF PURCHASES, CONTRACTS AND SUPPLIES

(See Water Fund for other appropriations)

The Department of Purchases, Contracts and Supplies is responsible for all purchasing, including contracts for public works for all City departments, the Municipal Tuberculosis Sanitarium and the Public Library. It exercises general supervision over storerooms, yards and warehouses, and the salvaging of obsolete and usable material. A Board of Standardization establishes standard specifications for items of common usage.

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The Corporate Purposes Fund shall be reimbursed from warrants for collection or by charges to other funds benefited or property chargeable therefor for services rendered by this department.

| Code | | Amounts Appropriated |
|---|---|---|
| .005 | Salaries and Wages—on Payroll | $ 2,304,397. |
| .015 | Schedule Salary Adjustments | 8,471. |
| .020 | Overtime | 6,000. |
| .025 | Vacation Relief | 5,000. |
| *1810.000 | **For Personal Services** | 2,323,868. |
| .125 | Office and Building Services | 300. |
| .126 | Office Conveniences | 1,100. |
| .130 | Postage and Postal Charges | 14,500. |
| | Professional and Technical Services: | |
| .144 | Engineering | 500. |
| .148 | Testing and Inspecting | 2,000. |
| .149 | Other Professional and Technical Services | 2,550. |
| .150 | Publications | 12,500. |
| .152 | Advertising | 20,000. |
| .157 | Rental of Equipment and Services | 14,400. |
| .158 | Rental of Equipment and Services—City Owned | 1,000. |
| .160 | Repair or Maintenance of Property | 6,000. |
| .161 | Repair or Maintenance of Facilities | 1,500. |
| .162 | Repair or Maintenance of Equipment | 9,800. |
| .166 | Subscriptions and Dues | 3,475. |
| .169 | Technical Meeting Costs | 200. |
| .173 | State Vehicle License Plates | 25. |
| .174 | Hauling | 2,000. |
| .176 | Maintenance and Operation—City Owned Vehicles | 5,500. |
| .182 | Heat, Light and Power (Public) | 500. |
| .186 | Telephone | 3,250. |
| .188 | Telegraph | 350. |
| *1810.100 | **For Contractual Services** | 101,450. |
| .224 | Automobile Allowance—mileage basis | 6,775. |
| .228 | Automobile Allowance—schedule rate | 3,320. |
| .245 | Reimbursement to Travelers | 8,000. |
| .270 | Local Transportation | 575. |
| *1810.200 | **For Travel** | 18,670. |
| | Fuel: | |
| .316 | Gas—Bottled and Propane | 2,500. |
| .320 | Gasoline | 2,300. |
| .340 | Materials and Supplies | 10,000. |
| .342 | Drug, Medical and Chemical Materials and Supplies | 800. |

## Department of Purchases, Contracts and Supplies—*Continued*

| Code | | Amounts Appropriated |
|---|---|---|
| .345 | Apparatus and Instruments | $ 3,800. |
| .348 | Books and Related Materials | 1,000. |
| .350 | Stationery and Office Supplies | 31,580. |
| .360 | Repair Parts and Materials | 200. |
| .370 | Small Tools (Unit Value not Exceeding $10.00) | 400. |
| .375 | Tools (Unit Value over $10.00) | 700. |
| ***1810.300** | **For Commodities** | 53,280. |
| .410 | Equipment for Buildings | 8,000. |
| .422 | Office Machines | 5,000. |
| .423 | Communication Devices | 200. |
| .424 | Furniture and Furnishings | 5,250. |
| .440 | Machinery and Equipment | 31,500. |
| ***1810.400** | **For Equipment** | 49,950. |
| .526 | Improvement | 1,600. |
| ***1810.500** | **For Permanent Improvements** | 1,600. |
| ***1810.700** | **For Contingencies** | 5,000. |
| | ***Total for Department of Purchases, Contracts and Supplies** | $ 2,553,818. |

### POSITIONS AND SALARIES

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **ADMINISTRATION—1811** | | |
| 9641 | Purchasing Agent | 1 | $ 29,500. |
| 1556 | Deputy Purchasing Agent | 1 | 19,932. |
| 1554 | Assistant Purchasing Agent | 1 | 18,084. |
| 0810 | Executive Secretary II | 1 | 12,240. |
| 0805 | Secretary | 1 | 10,560. |
| 0301 | Administrative Assistant I | 1 | 9,120. |
| 0421 | Principal Clerk | 1 | 6,480. |
| 0401 | Junior Clerk | 1 | 5,088. |
| 0730 | Information Clerk | 1 | 5,340. |
| 0823 | Senior Stenographer | 1 | 5,892. |
| | **Schedule Salary Adjustments** | | 546. |
| | | 10 | 122,782. |
| | **OPEN MARKET PURCHASES—1812** | | |
| 1512 | Buyer II | 1 | 11,652. |
| 1512 | Buyer II | 2 | 11,100. |
| 1512 | Buyer II | 1 | 8,688. |
| 1512 | Buyer II | 1 | 8,268. |
| 0627 | Senior Data Control Coder | 2 | 8,268. |
| 0611 | Flexowriter Operator | 1 | 6,180. |
| 0836 | Senior Typist | 1 | 6,180. |
| 0834 | Typist | 1 | 6,180. |
| | **Schedule Salary Adjustments** | | 600. |
| | | 10 | 86,484. |

## Department of Purchases, Contracts and Supplies—*Continued*

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **PURCHASING ON CONTRACT BASIS—1813** | | |
| 1567 | Chief Specification Engineer | 1 | $ 14,856. |
| 5614 | Civil Engineer IV | 2 | 14,148. |
| 1566 | Specification Engineer | 2 | 15,600. |
| 1566 | Specification Engineer | 1 | 14,148. |
| 1566 | Specification Engineer | 2 | 13,476. |
| 1566 | Specification Engineer | 1 | 12,840. |
| 1566 | Specification Engineer | 1 | 12,240. |
| 1566 | Specification Engineer | 1 | 11,652. |
| 1563 | Specification Technician I | 1 | 7,500. |
| 0302 | Administrative Assistant II | 1 | 9,120. |
| 0825 | Principal Stenographer | 2 | 7,872. |
| 0823 | Senior Stenographer | 1 | 7,500. |
| 0823 | Senior Stenographer | 1 | 7,152. |
| 0823 | Senior Stenographer | 1 | 6,480. |
| 0836 | Senior Typist | 1 | 7,872. |
| 0836 | Senior Typist | 1 | 6,804. |
| 0836 | Senior Typist | 2 | 6,480. |
| 0836 | Senior Typist | 1 | 6,180. |
| 0836 | Senior Typist | 1 | 5,604. |
| 0836 | Senior Typist | 1 | 5,340. |
| 0834 | Typist | 1 | 5,604. |
| 0421 | Principal Clerk | 1 | 7,500. |
| 0403 | Senior Clerk | 1 | 6,804. |
| 0403 | Senior Clerk | 1 | 6,180. |
| 0419 | Records Custodian | 2 | 7,500. |
| 0730 | Information Clerk | 1 | 4,848. |
| 1815 | Principal Storekeeper | 1 | 11,100. |
| 6765 | Printer (52w) | 1 | 192.93w |
| | **BOND AND BID SECTION** | | |
| 0421 | Principal Clerk | 1 | 8,268. |
| 0733 | Information Representative I | 1 | 6,480. |
| | Schedule Salary Adjustments | | 1,944. |
| | | 36 | 334,200. |
| | **PURCHASE ORDER AND INVOICE CONTROL—1814** | | |
| 1576 | Chief Voucher Expediter | 1 | 15,600. |
| 1574 | Voucher Expediter | 1 | 6,180. |
| 1591 | Inventory Auditor | 1 | 11,100. |
| 0301 | Administrative Assistant I | 1 | 9,120. |
| 0146 | Senior Account Clerk | 1 | 7,500. |
| 0146 | Senior Account Clerk | 1 | 6,180. |
| 0146 | Senior Account Clerk | 1 | 5,604. |
| 0421 | Principal Clerk | 1 | 9,120. |
| 0421 | Principal Clerk | 2 | 8,268. |
| 0421 | Principal Clerk | 1 | 6,804. |
| 0403 | Senior Clerk | 1 | 7,152. |

## Department of Purchases, Contracts and Supplies—*Continued*

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **PURCHASE ORDER AND INVOICE CONTROL—1814—Continued** | | |
| 0403 | Senior Clerk | 2 | $ 6,804. |
| 0403 | Senior Clerk | 1 | 6,480. |
| 0403 | Senior Clerk | 2 | 5,892. |
| 0401 | Junior Clerk | 1 | 6,180. |
| 0401 | Junior Clerk | 2 | 5,088. |
| 0461 | Messenger Clerk | 1 | 4,848. |
| 0836 | Senior Typist | 1 | 7,152. |
| | Schedule Salary Adjustments | | 2,143. |
| | | 22 | 163,267. |
| | **TESTING AND INSPECTION—1816** | | |
| 5546 | Engineer of Tests | 1 | 18,984. |
| 5544 | Assistant Engineer of Tests | 1 | 14,148. |
| 5503 | Assistant Engineering Chemist | 1 | 14,148. |
| 5514 | Chemical Engineer IV | 2 | 14,856. |
| 5813 | Electrical Engineer III | 1 | 15,600. |
| 5502 | Analytical Chemist II | 2 | 10,056. |
| 5502 | Analytical Chemist II | 1 | 9,564. |
| 5552 | Physical Chemist II | 1 | 9,564. |
| 0302 | Administrative Assistant II | 1 | 8,688. |
| 0403 | Senior Clerk | 1 | 7,152. |
| 0403 | Senior Clerk | 1 | 6,180. |
| 0836 | Senior Typist | 1 | 7,500. |
| 0731 | Information Attendant | 1 | 5,892. |
| 1535 | Material Inspector | 14 | 759.00m |
| 1536 | Timber Inspector | 1 | 759.00m |
| 1533 | Automotive Inspector | 2 | 912.50m |
| 4223 | Janitor | 1 | 630.00m |
| 9534 | Laborer (255d) (2,040h) | 1 | 2.60h |
| | **BOARD OF STANDARDS** | | |
| 9660 | Chairman—Board of Standards | 1 | -0- |
| 9692 | Member of Board of Standards | 3 | -0- |
| 9692 | Member of Board of Standards | 3 | 300. |
| 1566 | Specification Engineer | 1 | 12,240. |
| 0823 | Senior Stenographer | 1 | 6,480. |
| | **MARKET RESEARCH** | | |
| 1525 | Market Research Analyst | 1 | 10,056. |
| 1155 | Senior Methods Analyst | 1 | 10,560. |
| | Schedule Salary Adjustments | | 1,976. |
| | | 45 | 380,840. |
| | **WAREHOUSES AND STORES—1818** | | |
| 1816 | Director of Warehouses and Stores | 1 | 16,380. |
| 1819 | Chief Storekeeper | 1 | 18,984. |
| 1821 | Superintendent of Warehouses | 1 | 14,148. |
| 1820 | Assistant Superintendent of Warehouses | 1 | 12,840. |
| 1585 | Purchasing Field Technician | 1 | 10,056. |
| 1585 | Purchasing Field Technician | 3 | 9,564. |

## Department of Purchases, Contracts and Supplies—*Continued*

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **WAREHOUSES AND STORES—1818—Continued** | | |
| 1591 | Inventory Auditor | 2 | $ 9,564. |
| 1591 | Inventory Auditor | 3 | 8,688. |
| 1591 | Inventory Auditor | 1 | 7,872. |
| 1591 | Inventory Auditor | 2 | 7,500. |
| 0421 | Principal Clerk | 1 | 8,688. |
| 0421 | Principal Clerk | 1 | 8,268. |
| 0403 | Senior Clerk | 1 | 5,340. |
| 0825 | Principal Stenographer | 1 | 8,688. |
| 0836 | Senior Typist | 1 | 5,340. |
| 1815 | Principal Storekeeper | 1 | 10,056. |
| 1813 | Senior Storekeeper | 4 | 9,564. |
| 1813 | Senior Storekeeper | 3 | 9,120. |
| 1813 | Senior Storekeeper | 1 | 8,688. |
| 1811 | Storekeeper | 1 | 9,564. |
| 1811 | Storekeeper | 1 | 9,120. |
| 1811 | Storekeeper | 2 | 8,688. |
| 1811 | Storekeeper | 6 | 8,268. |
| 1811 | Storekeeper | 1 | 7,872. |
| 1811 | Storekeeper | 1 | 6,804. |
| 1811 | Storekeeper | 4 | 6,480. |
| 1811 | Storekeeper | 5 | 6,180. |
| 1805 | Stockhandler | 3 | 8,268. |
| 1805 | Stockhandler | 5 | 7,872. |
| 1805 | Stockhandler | 4 | 7,500. |
| 1805 | Stockhandler | 1 | 7,152. |
| 1805 | Stockhandler | 2 | 5,892. |
| 1805 | Stockhandler | 2 | 5,604. |
| 4223 | Janitor | 8 | 630.00m |
| 4265 | Watchman | 12 | 538.00m |
| 7195 | Power Trucker (2,080h) | 5 | 617.50m |
| 7633 | Hoisting Engineer (as Crane Operator) (255d) (2,040h) | 1 | 6.05h |
| 1860 | Foreman of Pipe Yards (255d) (2,040h) | 1 | 5.60h |
| 8243 | General Foreman of Laborers (2,040h) | 1 | 6.075h |
| 8244 | Foreman of Laborers (255d) (2,040h) | 4 | 5.60h |
| 9532 | Stores Laborer (255d) (2,040h) | 24 | 4.75h |
| 7183 | Motor Truck Driver (255d) (2,040h) | 1 | 4.70h |
| | **Salvage Section** | | |
| 1818 | Assistant Chief Storekeeper | 1 | 11,100. |
| 0303 | Administrative Assistant III | 1 | 11,652. |
| 9542 | Yard Laborer (255d) (2,040h) | 2 | 4.75h |
| 7183 | Motor Truck Driver (255d) (2,040h) | 1 | 4.70h |
| | Schedule Salary Adjustments | | |
| | | 130 | 1,122,045. |

100-Corporate Fund

## Department of Purchases, Contracts and Supplies—*Continued*

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **DATA PROCESSING—1819** | | |
| 0301 | Administrative Assistant I | 1 | $ 9,120. |
| 1198 | Data Processing Coordinator II | 1 | 15,600. |
| 0627 | Senior Data Control Coder | 1 | 9,120. |
| 0621 | Data Control Coder | 1 | 8,268. |
| 0621 | Data Control Coder | 1 | 7,500. |
| 0621 | Data Control Coder | 1 | 6,804. |
| 0621 | Data Control Coder | 1 | 5,892. |
| 0611 | Flexowriter Operator | 1 | 5,892. |
| 0611 | Flexowriter Operator | 1 | 5,604. |
| 0412 | Commodity Code Clerk | 1 | 6,480. |
| 0412 | Commodity Code Clerk | 1 | 6,180. |
| 0412 | Commodity Code Clerk | 2 | 5,340. |
| 0401 | Junior Clerk | 1 | 4,848. |
| | Schedule Salary Adjustments | | 1,262. |
| | | 14 | 103,250. |
| | | 267 | $ 2,312,868. |
| | **Automobile Allowance—schedule rate** | | |
| 6755 | Compensation for use of personally owned automobiles by: | | |
| | Purchasing Agent at $60.00 per mo. | 1 | |
| | Director of Warehouses and Stores | 1 | |
| | Chief Storekeeper | 1 | |
| | Assistant Chief Storekeeper | 1 | |
| | Laboratory Engineering Assistant | 1 | |
| | Assistant Engineer of Tests | 1 | |
| | Chemical Engineer IV | 1 | |
| | Timber Inspector | 1 | |
| | Automotive Inspector | 2 | |
| | Material Inspector | 1 | |
| | | 11 | $ 3,320. |

### GENERAL STORES REVOLVING FUND

The General Stores Revolving Fund is established for the purpose of providing a central agency for the purchase of material and supplies, stationery, postage, printing and miscellaneous items and commodities that are of common or general use in departments or other agencies of the City government; and also for the maintenance of stock in connection therewith for the use and benefit of departments and other agencies of the City government; and the expense for the purchase of which is to be reimbursed from appropriations of City funds.

This account shall be maintained and used subject to the conditions and limitations of Sections 7-24.1 to 7-24.10 of the Municipal Code of Chicago and the conditions and limitations herein set forth.

The charges for the goods or services furnished shall be based upon the average cost or such other basis as shall be approved by the Comptroller.

Expenditures are authorized for purchases for the purposes designated above.

All administrative expense of operating this account shall be paid from appropriations made to the Department of Purchases, Contracts and Supplies.

100-Corporate Fund

# BOARD OF ELECTION COMMISSIONERS

## DISTRIBUTION OF APPROPRIATIONS BY ORGANIZATIONAL ACTIVITIES

| CODE | ORGANIZATIONAL ACTIVITY | Year | Number of Positions | Personal Services | Contractual Services | Travel | Commodities | Contingencies | Specific Purposes | Total Operating Expense | Capital Outlay | Total Appropriation |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1911 | Administration | 1970 | 35 | $ 807,720 | $1,616,000 | $33,000 | $ 65,000 | $ 35,000 | $ 10,000 | $2,566,720 | $ 435,000 | $3,001,720 |
| | | 1969 | 36 | 516,284 | 567,000 | 7,000 | 30,000 | 10,000 | 10,000 | 1,140,284 | 15,000 | 1,155,284 |
| 1912 | Conduct of Elections | 1970 | 90 | 689,340 | ........ | ........ | ........ | ........ | ........ | 689,340 | ........ | 689,340 |
| | | 1969 | 93 | 664,500 | ........ | ........ | ........ | ........ | ........ | 664,500 | ........ | 664,500 |
| 1914 | **Registration of Voters** | 1970 | 65 | 428,784 | ........ | ........ | ........ | ........ | ........ | 428,784 | ........ | 428,784 |
| | | 1969 | 65 | 400,184 | ........ | ........ | ........ | ........ | ........ | 400,184 | ........ | 400,184 |
| 1916 | Records Processing | 1970 | 8 | 57,180 | ........ | ........ | ........ | ........ | ........ | 57,180 | ........ | 57,180 |
| | | 1969 | 17 | 104,520 | ........ | ........ | ........ | ........ | ........ | 104,520 | ........ | 104,520 |
| | **Totals** | 1970 | 196 | $1,983,024 | $1,616,000 | $33,000 | $ 65,000 | $ 35,000 | $ 10,000 | $3,742,024 | $ 435,000 | $4,177,024 |
| | | 1969 | 211 | $1,685,488 | $ 567,000 | $ 7,000 | $ 30,000 | $ 10,000 | $ 10,000 | $2,309,488 | $ 15,000 | $2,324,488 |

## PERFORMANCE DATA

| | | WORK UNITS | | | | PERSONNEL | | | | | | OPERATING COSTS | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Number | | | Number | | Man-Hours | | Man-Hours Per Unit | | Total for Year | | Av. Cost Per-Unit | |
| | ACTIVITY AND SUB-ACTIVITY | Name | Est. 1970 | Budget 1969 | Act. 1968 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 |
| 1911 | **Administration:** | | ........ | ........ | ........ | 35 | 36 | 63,700 | 65,520 | ........ | ........ | $2,341,480 | $1,140,284 | ........ | ........ |
| | | | ........ | ........ | ........ | ---- | ---- | (100,000) | (94,000) | ........ | ........ | (225,240) | (200,000) | ........ | ........ |
| 1912 | **Conduct of Elections:** | | ........ | ........ | ........ | 90 | 93 | 237,800 | 169,260 | ........ | ........ | 689,340 | 664,500 | ........ | ........ |
| 02 | **Supervising location of polling places** | Polling Place | 13,960 | ........ | 14,500 | 5 | 4 | 9,100 | 7,280 | .95 | ........ | 44,280 | 34,160 | $3.69 | ........ |
| | | | | | | | | (6,000) | | | | (15,000) | | | |

100-Corporate Fund

## Board of Election Commissioners—*Continued*

### PERFORMANCE DATA—Continued

| | | WORK UNITS | | | | PERSONNEL | | | | | | OPERATING COSTS | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Number | | | Number | | Man-Hours | | Man-Hours Per Unit | | Total for Year | | Av. Cost Per-Unit | |
| CODE | ACTIVITY AND SUB-ACTIVITY | Name | Est. 1970 | Budget 1969 | Act. 1968 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 |
| 04 | Investigating work in precincts.. | | ........ | ........ | ........ | 10 | 11 | 18,200<br>(10,000) | 20,020 | ........ | ........ | $ 79,524<br>(25,000) | $ 81,886 | ........ | ........ |
| 05 | Processing Judges of Election Applications ........ | Application | 18,000 | ........ | 18,275 | 8 | 8 | 14,560<br>(14,000) | 14,560 | ........ | ........ | 64,020<br>(35,000) | 58,180 | $ 5.50 | ........ |
| 06 | Preparation of Ballots ........ | | ........ | ........ | ........ | 2 | 2 | 3,640<br>(2,000) | 3,640 | ........ | ........ | 15,072<br>(5,000) | 14,656 | ........ | ........ |
| 07 | Processing absentee ballots ........ | Ballot | 35,000 | ........ | 41,129 | 4 | 4 | 7,280<br>(12,000) | 7,280 | .55 | ........ | 39,096<br>(30,000) | 34,400 | 1.97 | ........ |
| 08 | Operation and maintenance of voting machines ........ | Machine | 11,900 | ........ | 11,600 | 61 | 64 | 111,020<br>(30,000) | 116,480 | 11.85 | ........ | 262,840<br>(74,508) | 441,218 | ........ | ........ |
| 1914 | **Registration of Voters:**........ | | ........ | ........ | ........ | 65 | 65 | 187,484 | 149,240 | ........ | ........ | 428,784 | 400,184 | ........ | ........ |
| 02 | Registration of Voters ........ | Registration | 50,000 | 15,000 | 33,888 | 39 | 38 | 70,980<br>(10,000) | 69,160 | 1.58 | 4.61 | 201,044<br>(18,520) | 223,480 | 4.26 | $14.90 |
| 03 | Recording Registration Changes ........ | Change | 135,000 | 50,000 | 133,950 | 12 | 12 | 69,024<br>(6,000) | 21,840 | .55 | .44 | 72,468<br>(15,000) | 72,096 | .64 | 1.44 |
| 04 | Citizenship Cases Investigated.. | Case | 10,000 | 2,000 | 10,238 | 2 | 2 | 3,640<br>(2,000) | 3,640 | .56 | 1.82 | 17,208<br>(5,000) | 15,460 | 2.20 | 7.73 |
| 05 | Lodging house affidavits processed ........ | Affidavit | 8,000 | ........ | 9,748 | 5 | 5 | 9,100<br>(2,000) | 9,100 | 1.39 | ........ | 38,028<br>(5,000) | 36,496 | 5.37 | ........ |
| 07 | Operating Store Room ........ | | ........ | ........ | ........ | 7 | 8 | 12,740<br>(2,000) | 14,560 | ........ | ........ | 51,516<br>(5,000) | 52,652 | ........ | ........ |
| 1916 | Records Processing ........ | | ........ | ........ | ........ | 8 | 17 | 14,560<br>(4,000) | 30,940 | ........ | ........ | 57,180<br>(10,000) | 104,520 | ........ | ........ |
| | | | | | | | | 407,544<br>(200,000) | 414,960<br>(94,000) | | | 3,273,756<br>(468,268) | 2,109,488<br>(200,000) | | |
| | **Total** ........ | | | | | 198 | 211 | 607,544 | 508,960 | | | $3,742,024 | $2,309,488 | | |

***NOTE:** Figures in parenthesis represent man hours and cost of extra clerk hire and overtime.

## BOARD OF ELECTION COMMISSIONERS

The Board of Election Commissioners conducts and supervises elections for the City of Chicago, Cicero, Chicago Heights, Berwyn, Summit, Stickney, and Lyons.

| Code | | Amounts Appropriated |
|---|---|---|
| .005 | Salaries and Wages—on Payroll.......... | $ 1,502,784. |
| .035 | Adjustment in Salaries of Promoted, Transferred and Reinstated Employees ....... | 5,000. |
| .050 | Judges of Election ....................... | |
| .055 | Extra Clerk Hire......................... | 475,240. |
| *1910.000 | **For Personal Services**.................. | 1,983,024. |
| .130 | Postage and Postal Charges .............. | 85,000. |
| | Professional and Technical Services: | |
| .143 | Court Reporting ...................... | 10,000. |
| .145 | Legal ............................... | 35,000. |
| .149 | Other Professional and Technical Services ........................... | 20,000. |
| .150 | Publications ............................ | 425,000. |
| .152 | Advertising ............................ | 125,000. |
| .155 | Rental of Property (Polling Places) ...... | 385,000. |
| .155 | Rental of Property (Warehouse).......... | 325,000. |
| .157 | Rental of Equipment and Services........ | 58,000. |
| .175 | Transportation Charges ................. | 130,000. |
| .186 | Telephone ............................ | 18,000. |
| *1910.100 | **For Contractual Services**.............. | 1,616,000. |
| .224 | Automobile Allowance—mileage basis .... | 5,000. |
| .245 | Reimbursement to Travelers............. | 3,000. |
| .270 | Local Transportation ................... | 25,000. |
| *1910.200 | **For Travel** .......................... | 33,000. |
| .340 | Materials and Supplies.................. | 40,000. |
| .350 | Stationery and Office Supplies........... | 25,000. |
| *1910.300 | **For Commodities** ...................... | 65,000. |
| .422 | Office Machines (Voting Machines) ....... | 350,000. |
| .424 | Furniture and Furnishings ............... | 25,000. |
| *1910.400 | **For Equipment** ...................... | 60,000. |
| .526 | Improvements: Buildings and Structures... | 60,000. |
| *1910.500 | **For Permanent Improvements**.......... | 60,000. |
| *1910.700 | **For Contingencies** .................... | 35,000. |
| *1910.801 | **For Educational Motion Pictures** ....... | 10,000. |
| | ***Total for Board of Election Commissioners** ....................... | $ 4,177,024. |

## Board of Election Commissioners—*Continued*

### POSITIONS AND SALARIES

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **ADMINISTRATION—1911** | | |
| | **Administrative** | | |
| 9733 | Attorney—Board of Election | 1 | $ 15,600. |
| 1694 | Attorney Assistant—Board of Election | 1 | 14,856. |
| 9993 | Assistant Chief Clerk—Elections | 1 | 10,800. |
| 0375 | Election Administrative Supervisor | 1 | 18,984. |
| 0183 | Election Finance Officer | 1 | 17,220. |
| 1596 | Election Purchasing Agent | 1 | 10,056. |
| 0371 | Election Administrative Assistant II | 2 | 11,652. |
| 0860 | Secretary to Chairman Election Commission | 1 | 11,100. |
| 0861 | Secretary—Election Commission | 1 | 7,500. |
| 0186 | Principal Election Timekeeper | 1 | 10,056. |
| 0184 | Senior Election Timekeeper | 1 | 7,872. |
| 0496 | Principal Election Clerk | 1 | 8,688. |
| 0496 | Principal Election Clerk | 1 | 7,152. |
| | **General Section** | | |
| 0372 | Election Administrative Assistant III | 1 | 15,600. |
| 0374 | Election Services Supervisor | 1 | 15,600. |
| 0373 | Election Records and Services Supervising Clerk | 1 | 13,476. |
| 0496 | Principal Election Clerk | 2 | 9,564. |
| 0496 | Principal Election Clerk | 1 | 7,500. |
| 0498 | Election Clerk | 1 | 6,180. |
| 0498 | Election Clerk | 1 | 5,604. |
| 0486 | Senior Election Typist | 1 | 6,804. |
| 0485 | Election Typist | 6 | 6,180. |
| 0485 | Election Typist | 1 | 5,892. |
| 0485 | Election Typist | 2 | 4,848. |
| 0765 | Senior Election Telephone Operator | 1 | 7,152. |
| 0767 | Election Information Attendant | 1 | 8,688. |
| 4245 | Janitress | 1 | 5,892. |
| | | 35 | 327,480. |
| | **CONDUCT OF ELECTIONS—1912** | | |
| | **Polling Place** | | |
| 0356 | Polling Places—Clerk | 1 | 10,560. |
| 0357 | Polling Places—Assistant Clerk | 1 | 9,120. |
| 0357 | Polling Places—Assistant Clerk | 1 | 8,688. |
| 0496 | Principal Election Clerk | 1 | 8,268. |

## Board of Election Commissioners—*Continued*

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **CONDUCT OF ELECTIONS—1912—Continued** | | |
| | **Investigation** | | |
| 0353 | Election Investigator-in-Charge | 1 | $ 10,560. |
| 0354 | Election Investigator II | 1 | 10,056. |
| 0355 | Election Investigator I | 2 | 8,268. |
| 0355 | Election Investigator I | 1 | 7,872. |
| 0355 | Election Investigator I | 3 | 7,500. |
| 0355 | Election Investigator I | 1 | 7,152. |
| 0870 | Senior Election Stenographer | 1 | 7,152. |
| 0498 | Election Clerk | 1 | 4,848. |
| | **Judges** | | |
| 0351 | Judges of Election—Clerk | 1 | 10,560. |
| 0352 | Judges of Election—Assistant Clerk | 1 | 10,560. |
| 0352 | Judges of Election—Assistant Clerk | 2 | 9,120. |
| 0486 | Senior Election Typist | 1 | 7,152. |
| 0486 | Senior Election Typist | 1 | 6,480. |
| 0485 | Election Typist | 1 | 6,180. |
| 0498 | Election Clerk | 1 | 4,848. |
| | **Ballots** | | |
| 0359 | Ballots of Election—Assistant Clerk | 1 | 6,804. |
| 0866 | Principal Election Stenographer | 1 | 8,268. |
| | **Absentee Ballots** | | |
| 0369 | Election Staff Assistant | 1 | 17,220. |
| 0496 | Principal Election Clerk | 1 | 7,152. |
| 0866 | Principal Election Stenographer | 1 | 9,120. |
| 0486 | Senior Election Typist | 1 | 5,604. |
| | **Warehouse and Machine** | | |
| 6580 | Election Equipment and Warehouse Supervisor | 1 | 17,220. |
| 6583 | Voting Machine Serviceman III | 1 | 10,560. |
| 6583 | Voting Machine Serviceman III | 3 | 10,056. |
| 6583 | Voting Machine Serviceman III | 1 | 9,564. |
| 6583 | Voting Machine Serviceman III | 1 | 7,872. |
| 6582 | Voting Machine Serviceman II | 1 | 9,120. |
| 6582 | Voting Machine Serviceman II | 2 | 8,688. |
| 6582 | Voting Machine Serviceman II | 1 | 8,268. |
| 6582 | Voting Machine Serviceman II | 1 | 7,872. |
| 6582 | Voting Machine Serviceman II | 1 | 7,500. |
| 6581 | Voting Machine Serviceman I | 3 | 7,872. |
| 6581 | Voting Machine Serviceman I | 6 | 7,500. |
| 6581 | Voting Machine Serviceman I | 6 | 7,152. |
| 6581 | Voting Machine Serviceman I | 8 | 6,804. |
| 6581 | Voting Machine Serviceman I | 4 | 6,480. |
| 6581 | Voting Machine Serviceman I | 7 | 6,180. |
| 6581 | Voting Machine Serviceman I | 5 | 5,892. |
| 1598 | Ballots and Supplies Clerk II | 1 | 7,872. |
| 1598 | Ballots and Supplies Clerk II | 1 | 7,152. |
| 1597 | Ballots and Supplies Clerk I | 1 | 7,500. |

100-Corporate Fund

## Board of Election Commissioners—*Continued*

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **CONDUCT OF ELECTIONS—1912—Continued** | | |
| | **Warehouse and Machine—Continued** | | |
| 1597 | Ballots and Supplies Clerk I | 2 | $ 6,480. |
| 1597 | Ballots and Supplies Clerk I | 1 | 6,180. |
| 0498 | Election Clerk | 2 | 5,604. |
| 0498 | Election Clerk | 1 | 4,848. |
| | | 90 | 689,340. |
| | **REGISTRATION OF VOTERS—1914** | | |
| | **Change** | | |
| 0495 | Head Election Clerk | 1 | 7,872. |
| 0496 | Principal Election Clerk | 1 | 6,804. |
| 0498 | Election Clerk | 1 | 7,152. |
| 0498 | Election Clerk | 1 | 6,804. |
| 0498 | Election Clerk | 1 | 6,480. |
| 0498 | Election Clerk | 1 | 6,180. |
| 0498 | Election Clerk | 2 | 5,892. |
| 0498 | Election Clerk | 3 | 4,848. |
| 0485 | Election Typist | 1 | 4,848. |
| | **Registration** | | |
| 0450 | Voters Binder—Clerk | 1 | 10,560. |
| 0451 | Voters Binder—Assistant Clerk | 1 | 9,120. |
| 0496 | Principal Election Clerk | 1 | 8,268. |
| 0496 | Principal Election Clerk | 1 | 7,500. |
| 0496 | Principal Election Clerk | 1 | 7,152. |
| 0497 | Senior Election Clerk | 2 | 7,872. |
| 0497 | Senior Election Clerk | 1 | 7,500. |
| 0497 | Senior Election Clerk | 1 | 7,152. |
| 0497 | Senior Election Clerk | 1 | 6,804. |
| 0497 | Senior Election Clerk | 3 | 6,480. |
| 0497 | Senior Election Clerk | 1 | 6,180. |
| 0498 | Election Clerk | 2 | 6,180. |
| 0498 | Election Clerk | 4 | 5,892. |
| 0498 | Election Clerk | 8 | 5,604. |
| 0498 | Election Clerk | 4 | 5,340. |
| 0498 | Election Clerk | 4 | 5,088. |
| 0866 | Principal Election Stenographer | 1 | 8,688. |
| 0485 | Election Typist | 1 | 6,804. |
| 0485 | Election Typist | 1 | 6,180. |
| | **Citizenship** | | |
| 0495 | Head Election Clerk | 1 | 10,056. |
| 0767 | Election Information Attendant | 1 | 7,152. |
| | **Lodging and Redistricting** | | |
| 0453 | Lodging House and Redistricting Clerk | 1 | 11,652. |
| 0454 | Redistricting Assistant Clerk | 1 | 9,120. |
| 0496 | Principal Election Clerk | 1 | 5,604. |
| 0497 | Senior Election Clerk | 1 | 6,804. |
| 0485 | Election Typist | 1 | 4,848. |

## Board of Election Commissioners—*Continued*

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **REGISTRATION OF VOTERS—1914—Continued** | | |
| | **Store Room** | | |
| 0493 | Election Services—Clerk | 1 | $ 9,564. |
| 0496 | Principal Election Clerk | 1 | 9,120. |
| 0496 | Principal Election Clerk | 1 | 6,804. |
| 0498 | Election Clerk | 1 | 6,180. |
| 0498 | Election Clerk | 1 | 4,848. |
| 0766 | Mechanical Records Election Clerk | 2 | 7,500. |
| | | 65 | 428,784. |
| | **RECORDS PROCESSING—1916** | | |
| 0674 | Election Records Processing—Clerk-in-Charge | 1 | 10,056. |
| 0613 | Senior Election Records Machine Operator | 2 | 7,152. |
| 0613 | Senior Election Records Machine Operator | 1 | 6,480. |
| 0612 | Election Records Machine Operator | 1 | 7,500. |
| 0612 | Election Records Machine Operator | 1 | 6,480. |
| 0612 | Election Records Machine Operator | 2 | 6,180. |
| | | 8 | 57,180. |
| | | 198 | $ 1,502,784. |

100-Corporate Fund

# BOARD OF HEALTH

## DISTRIBUTION OF APPROPRIATIONS BY ORGANIZATIONAL ACTIVITIES

| CODE | ORGANIZATIONAL ACTIVITY | Year | Number of Positions | Personal Services | Contractual Services | Travel | Commodities | Contingencies | Specific Purposes | Total Operating Expense | Capital Outlay | Total Appropriation |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 3111 | Administration and Clerical | 1970 | 80 | $ 698,658 | $ 49,917 | $ 800 | $ 14,000 | $ 2,500 | ........ | $ 765,875 | $ 17,500 | $ 783,375 |
| | | 1969 | 79 | 679,263 | 141,278 | 7,490 | 45,372 | 5,000 | $ 7,000 | 885,403 | 52,902 | 938,305 |
| 3112 | Public Health Information | 1970 | 9 | 84,398 | 16,720 | 800 | 500 | ........ | ........ | 102,418 | 2,500 | 104,918 |
| | | 1969 | 23 | 178,504 | 5,771 | 658 | 917 | ........ | ........ | 185,850 | ........ | 185,850 |
| 3113 | Registration and Vital Statistics | 1970 | 63 | 445,481 | 52,720 | 800 | 8,000 | ........ | ........ | 507,001 | ........ | 507,001 |
| | | 1969 | 64 | 431,221 | 42,662 | 512 | 32,606 | ........ | ........ | 507,001 | ........ | 507,001 |
| 3114 | Bureau of Health Services | 1970 | 163 | 1,594,768 | 69,469 | 1,600 | 274,395 | ........ | ........ | 1,940,232 | 30,000 | 1,970,232 |
| | | 1969 | 101 | 954,153 | 10,999 | 944 | 42,800 | ........ | 3,000 | 1,011,896 | 3,368 | 1,015,264 |
| 3115 | Adult Health and Aging | 1970 | 65 | 645,210 | 15,670 | 2,500 | 20,250 | ........ | ........ | 683,630 | 33,500 | 717,130 |
| | | 1969 | 65 | 618,948 | 1,729 | 709 | 5,786 | ........ | ........ | 627,172 | 1,060 | 628,232 |
| 3116 | Communicable Disease Control | 1970 | 100 | 936,221 | 7,773 | 2,174 | 31,800 | ........ | 62,000 | 1,039,968 | ........ | 1,039,968 |
| | | 1969 | 135 | 1,184,930 | 7,992 | 9,100 | 39,800 | ........ | 47,000 | 1,288,822 | 1,300 | 1,290,122 |
| 3117 | Contagious Disease Hospital Facilities | 1970 | 192 | 1,221,607 | 19,890 | ........ | 134,700 | ........ | 5,000 | 1,381,197 | 3,000 | 1,384,197 |
| | | 1969 | 201 | 1,104,187 | 17,573 | ........ | 124,847 | ........ | ........ | 1,246,607 | 4,370 | 1,250,977 |
| 3118 | Regulatory Inspection of Sanitary Practices | 1970 | 136 | 1,374,783 | 28,870 | 154,496 | 3,250 | ........ | 442,207 | 2,003,606 | ........ | 2,003,606 |
| | | 1969 | 133 | 1,273,252 | 8,220 | 156,212 | 41,513 | ........ | 329,500 | 1,808,697 | ........ | 1,808,697 |
| 3119 | Laboratory Testing and Analysis Service | 1970 | 155 | 1,509,279 | 15,970 | 2,733 | 69,000 | ........ | ........ | 1,596,982 | 2,500 | 1,599,482 |
| | | 1969 | 155 | 1,419,937 | 5,910 | 1,200 | 52,650 | ........ | ........ | 1,479,697 | 5,200 | 1,484,897 |
| 3120 | Mental Health | 1970 | 241 | 2,023,841 | 171,370 | 7,200 | 1,000 | ........ | ........ | 2,203,411 | 23,500 | 2,226,911 |
| | | 1969 | 185 | 1,740,266 | 124,176 | 778 | 1,130 | ........ | ........ | 1,866,350 | ........ | 1,866,350 |
| 3121 | District Health Center | 1970 | 90 | 745,029 | 3,792 | 572 | 1,200 | ........ | ........ | 750,593 | ........ | 750,593 |
| | | 1969 | 90 | 694,145 | 4,641 | 597 | 4,154 | ........ | ........ | 703,537 | 2,000 | 705,537 |
| 3122 | Medical Examination and Emergency Treatment of Employees | 1970 | 16 | 166,631 | 2,097 | 250 | 1,000 | ........ | ........ | 169,978 | 10,000 | 179,978 |
| | | 1969 | 15 | 143,980 | 1,960 | 150 | 11,805 | ........ | ........ | 157,895 | 5,800 | 163,695 |

100-Corporate Fund

## Board of Health—*Continued*

### DISTRIBUTION OF APPROPRIATIONS BY ORGANIZATIONAL ACTIVITIES—Continued

| CODE | ORGANIZATIONAL ACTIVITY | Year | Number of Positions | Personal Services | Contractual Services | Travel | Commodities | Contingencies | Specific Purposes | Total Operating Expense | Capital Outlay | Total Appropriation |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 3124 | Bureau of Institutional Care | 1970 | 59 | 615,749 | 5,870 | 407 | 2,750 | ........ | ........ | $ 624,776 | ........ | $ 624,776 |
| | | 1969 | 54 | 549,685 | 5,000 | 950 | 5,400 | ........ | $ 7,000 | 568,035 | $ 1,500 | 569,535 |
| 3125 | Public Health Nursing Services | 1970 | 325 | 2,113,639 | 17,372 | 2,668 | 14,800 | ........ | ........ | 2,148,479 | ........ | 2,148,479 |
| | | 1969 | 277 | 1,792,027 | 72,589 | 5,700 | 15,220 | ........ | ........ | 1,885,536 | 3,500 | 1,889,036 |
| | **Totals** | 1970 | 1,694 | $14,175,294 | $ 477,500 | $177,000 | $ 576,645 | $ 2,500 | $ 509,207 | $15,918,146 | $ 122,500 | $16,040,646 |
| | | 1969 | 1,577 | $12,764,498 | $ 450,500 | $185,500 | $ 424,000 | $ 5,000 | $ 393,500 | $14,222,498 | $ 81,000 | $14,303,498 |

## PERFORMANCE DATA

| | | WORK UNITS | | | | PERSONNEL | | | | | | OPERATING COSTS | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Number | | | Number | | Man-Hours | | Man-Hours Per-Unit | | Total for Year | | Av. Cost Per-Unit | |
| CODE | ACTIVITY AND SUB-ACTIVITY | Name | Est. 1970 | Budget 1969 | Act. 1968 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 |
| **3111** | **Administration:** | | ........ | ........ | ........ | 80 | 79 | 129,220 | 127,400 | ........ | ........ | $ 765,875 | $ 885,403 | ........ | ........ |
| 3112 | Public Health Information | | ........ | ........ | ........ | 9 | 23 | 16,380 | 40,040 | ........ | ........ | 102,418 | 185,850 | ........ | ........ |
| 3113 | Registration & Vital Statistics | | ........ | ........ | ........ | 63 | 64 | 114,660 | 116,480 | ........ | ........ | 507,001 | 507,001 | ........ | ........ |
| 01 | Supervisory and clerical | | ........ | ........ | ........ | 30 | .... | 54,600 | ........ | ........ | ........ | 242,123 | 471,013 | ........ | ........ |
| 02 | Birth and death certificate processed | Certificate | 105,000 | 76,500 | 108,742 | 14 | .... | 25,480 | ........ | .24 | ........ | 111,000 | 12,901 | $ 1.05 | $ .17 |
| 03 | Burial Permits Issued | Permit | 51,000 | 32,500 | 41,477 | 4 | .... | 7,280 | ........ | .14 | .... | 32,953 | 10,557 | .64 | .32 |
| 04 | Photostats and microfilms prepared | Each | 871,000 | 170,000 | 827,928 | 6 | .... | 10,920 | ........ | .01 | ........ | 49,472 | 6,041 | .05 | .04 |
| 05 | Filling and filing orders | Order | 289,500 | 110,000 | 270,400 | 9 | .... | 16,380 | ........ | .06 | ........ | 71,453 | 6,489 | .24 | .06 |

## Board of Health—*Continued*

### PERFORMANCE DATA—Continued

| | | | WORK UNITS | | | PERSONNEL | | | | | | OPERATING COSTS | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Number | | | Number | | Man-Hours | | Man-Hours Per-Unit | | Total for Year | | Av. Cost Per-Unit | |
| CODE | ACTIVITY AND SUB-ACTIVITY | Name | Est. 1970 | Budget 1969 | Act. 1968 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 |
| 3114 | Bureau of Health Services: | | ........ | ........ | ........ | 163 | 101 | 160,014 | 87,142 | ........ | ........ | $1,940,232 | $1,011,896 | ........ | ........ |
| 01 | Supervisory and clerical | | ........ | ........ | ........ | 25 | 8 | 45,910 | 11,830 | ........ | ........ | 203,785 | 170,247 | ........ | ........ |
| 02 | **Dental treatments given** | **Each** | 360,000 | 400,000 | 349,015 | 38 | 39 | 39,900 | 41,720 | .11 | .10 | 492,338 | 383,998 | $ 1.36 | $ .96 |
| | **Preventive Nursing Services:** | | | | | | | | | | | | | | |
| 03 | Prenatal visits | Visit | 107,416 | 80,000 | 105,079 | 36 | 29 | 22,204 | 17,212 | .21 | .21 | 452,847 | 243,235 | 4.21 | 3.04 |
| 04 | Infant visits | Visit | 215,934 | 215,000 | 201,408 | 64 | 25 | 52,000 | 16,380 | .24 | .08 | 791,262 | 214,416 | 3.66 | .99 |
| 3115 | Adult Health and Aging: | | ........ | ........ | ........ | 65 | 65 | 110,980 | 110,760 | ........ | ........ | 683,630 | 627,172 | ........ | ........ |
| 01 | Supervisory and clerical | | ........ | ........ | ........ | 39 | 41 | 63,660 | 67,080 | ........ | ........ | 410,932 | 424,554 | ........ | ........ |
| 02 | Heart patients visits | Visit | 158,788 | 138,800 | 125,650 | 9 | 7 | 16,380 | 12,740 | .10 | .09 | 95,444 | 64,378 | .60 | .46 |
| 03 | Cancer patients visits | Visit | 51,500 | 35,678 | 33,899 | 7 | 7 | 12,740 | 12,740 | .25 | .36 | 74,992 | 52,180 | 1.46 | 1.46 |
| 04 | Diabetes patient visits | Visit | 38,700 | 44,473 | 37,375 | 5 | 3 | 9,100 | 5,460 | .24 | .12 | 54,540 | 28,327 | 1.41 | .64 |
| 05 | Nutritional guidance visits | Visit | 20,000 | 18,500 | 16,134 | 5 | 7 | 9,100 | 12,740 | .46 | .69 | 47,722 | 57,733 | 2.39 | 3.12 |
| 3116 | **Control of Communicable Diseases:** | | ........ | ........ | ........ | 100 | 135 | 157,560 | 187,928 | ........ | ........ | 1,039,968 | 1,288,822 | ........ | ........ |
| 01 | Supervisory and clerical | | ........ | ........ | ........ | 45 | 41 | 81,900 | 74,620 | ........ | ........ | 477,648 | 408,562 | ........ | ........ |
| 02 | **Health officer's visits** | **Visit** | 35,700 | 190,400 | 57,484 | 7 | 58 | 6,370 | 52,338 | .18 | .27 | 70,838 | 544,779 | 1.98 | 2.86 |
| 03 | **Medical interviewer's visits** | **Visit** | 47,618 | 49,275 | 45,004 | 13 | 13 | 23,660 | 23,660 | .50 | .48 | 134,964 | 100,023 | 2.83 | 2.03 |
| 04 | V.D. patient visits | **Visit** | 120,000 | 126,200 | 105,511 | 26 | 17 | 29,250 | 26,390 | .24 | .21 | 263,928 | 185,312 | 2.19 | 1.47 |
| 05 | **V.D. investigations made** | **Person** | 60,000 | 58,150 | 52,000 | 9 | 6 | 16,380 | 10,920 | .32 | .19 | 92,590 | 50,146 | 1.54 | .86 |
| 3117 | **Contagious Disease Hospital Facilities:** | | ........ | ........ | ........ | 192 | 201 | 351,384 | 369,564 | ........ | ........ | 1,381,197 | 1,246,607 | ........ | ........ |
| 01 | Supervisory and clerical | | ........ | ........ | ........ | 21 | 21 | 38,220 | 38,440 | ........ | ........ | 141,586 | 172,879 | ........ | ........ |
| 02 | Patient care provided | Patient day | 13,200 | 20,000 | 13,181 | 92 | 92 | 166,868 | 170,508 | 12.64 | 8.53 | 644,979 | 555,085 | 48.62 | 27.75 |
| 03 | X-rays taken and interpreted | X-ray | 6,800 | 8,300 | 6,515 | 3 | 3 | 2,756 | 2,756 | .41 | .33 | 26,382 | 16,900 | 3.88 | 2.04 |
| 05 | Meals prepared and served | Meal | 200,000 | 206,000 | 196,626 | 33 | 33 | 60,060 | 60,060 | .30 | .29 | 239,248 | 159,228 | 1.19 | .77 |
| 06 | Laundry processed | Pound | 380,000 | 500,000 | 370,697 | 14 | 14 | 25,480 | 25,480 | .07 | .05 | 92,337 | 66,928 | .24 | .13 |
| 07 | Providing ambulance service | Round trip | 1,000 | 3,000 | 1,198 | 6 | 13 | 11,760 | 25,860 | 11.76 | 8.62 | 79,146 | 112,748 | 79.15 | 37.58 |
| 08 | Maintaining hospital buildings | Square foot | 130,369 | 130,369 | 130,369 | 25 | 25 | 46,240 | 46,460 | .35 | .36 | 157,519 | 162,839 | 1.20 | 1.24 |

100-Corporate Fund

## Board of Health—*Continued*

### PERFORMANCE DATA—Continued

| CODE | ACTIVITY AND SUB-ACTIVITY | WORK UNITS | | | | PERSONNEL | | | | | | OPERATING COSTS | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Number | | | Number | | Man-Hours | | Man-Hours Per-Unit | | Total for Year | | Av. Cost Per-Unit | |
| | | Name | Est. 1970 | Budget 1969 | Act. 1968 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 |
| 3118 | **Regulatory Inspection of Sanitary Practices:** | | ........ | ........ | ........ | 136 | 133 | 247,740 | 242,940 | ........ | ........ | $2,003,606 | $1,808,697 | ........ | ........ |
| 01 | **Supervisory and clerical** | | ........ | ........ | ........ | 24 | 23 | 43,900 | 42,080 | ........ | ........ | 256,382 | 288,895 | ........ | ........ |
| 02 | Inspecting food establishments | Inspection | 125,000 | 125,000 | 121,925 | 55 | 53 | 100,100 | 96,460 | .80 | .77 | 597,708 | 571,473 | $ 4.78 | $ 4.57 |
| 03 | Meat and dairy plant assignments | Shift | 30,000 | 14,000 | 4,474 | 7 | 7 | 12,740 | 12,740 | .42 | .91 | 548,956 | 419,929 | 18.29 | 29.99 |
| 04 | Milk inspections | Inspection | 30,465 | 47,300 | 31,439 | 27 | 27 | 49,140 | 49,140 | 1.61 | 1.04 | 349,550 | 320,501 | 11.47 | 6.77 |
| 05 | Food and dairy samples collected | Sample | 27,270 | 47,050 | 27,771 | 9 | 9 | 16,380 | 16,380 | .60 | .35 | 96,338 | 81,087 | 3.53 | 1.72 |
| 06 | Hearing complaints against violators | Hearing | 3,675 | 5,600 | 3,561 | 4 | 4 | 7,280 | 7,280 | 1.98 | 1.30 | 50,937 | 38,328 | 13.86 | 6.84 |
| 07 | Rodent control inspections | Inspection | 41,475 | 35,000 | 43,106 | 10 | 10 | 18,200 | 18,860 | .44 | .54 | 103,735 | 88,484 | 2.50 | 2.53 |
| 3119 | **Laboratory Testing and Analysis Service:** | | ........ | ........ | ........ | 155 | 155 | 281,190 | 281,658 | ........ | ........ | 1,596,982 | 1,479,697 | ........ | ........ |
| 01 | **Supervisory and clerical** | | ........ | ........ | ........ | 32 | 30 | 57,330 | 54,158 | ........ | ........ | 309,230 | 230,737 | ........ | ........ |
| 02 | Testing food, water, medical and clinic specimens | Test | 3,240,000 | 3,684,700 | 2,536,050 | 123 | 125 | 223,860 | 227,500 | .07 | .06 | 1,287,752 | 1,248,960 | .40 | .34 |
| 3120 | Mental Health: | | | | | | | | | | | | | | |
| 02 | Mental Health Visits | Visit | 400,000 | 400,000 | 383,447 | 241 | 185 | 411,504 | 320,944 | .93 | .80 | 2,203,411 | 1,866,350 | 5.50 | 4.66 |
| 3121 | **District Health Centers:** | | | | | | | | | | | | | | |
| 02 | **Patient Visits** | Visit | ........ | ........ | ........ | 90 | 90 | 159,640 | 159,640 | ........ | ........ | 750,593 | 703,537 | ........ | ........ |
| 3122 | **Medical Examination and Emergency Treatment of Employees:** | | ........ | ........ | ........ | 16 | 15 | 27,352 | 25,532 | ........ | ........ | 169,978 | 157,895 | ........ | ........ |
| 01 | **Administrative and clerical** | | ........ | ........ | ........ | 7 | 7 | 12,740 | 12,740 | ........ | ........ | 67,083 | 59,447 | ........ | ........ |
| 02 | **Examination and emergency treatment of employees** | Patient-visit | 15,150 | 16,510 | 22,304 | 6 | 6 | 9,152 | 9,152 | .60 | .55 | 79,493 | 82,466 | 5.24 | 4.99 |
| 03 | X-Rays taken | X-Ray | 3,100 | 13,750 | ........ | 1 | 2 | 1,820 | 3,640 | .59 | .26 | 6,966 | 15,982 | 2.24 | 1.16 |
| 04 | Physical Therapy | Treatment | 11,200 | ........ | ........ | 2 | .... | 3,640 | ........ | .33 | ........ | 16,436 | ........ | 1.46 | ........ |

100-Corporate Fund

## Board of Health—*Continued*

### PERFORMANCE DATA—Continued

| | | | WORK UNITS | | | PERSONNEL | | | | | | OPERATING COSTS | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Number | | | Number | | Man-Hours | | Man-Hours Per-Unit | | Total for Year | | Av. Cost Per-Unit | |
| CODE | ACTIVITY AND SUB-ACTIVITY | Name | Est. 1970 | Budget 1969 | Act. 1968 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 |
| 3124 | **Bureau of Institutional Care** | | ........ | ........ | ........ | 59 | 54 | 95,510 | 86,190 | ........ | ........ | $ 624,776 | $ 568,035 | ........ | ........ |
| 01 | Supervisory and Clerical | | ........ | ........ | ........ | 22 | 21 | 35,880 | 34,060 | ........ | ........ | 283,119 | 231,309 | ........ | ........ |
| 02 | Institutional | Visit | 9,000 | 10,750 | 7,829 | 34 | 31 | 53,950 | 48,490 | 5.99 | 4.51 | 309,816 | 316,181 | $34.42 | $29.41 |
| 03 | Premature | Runs | 700 | 1,050 | 625 | 3 | 2 | 5,680 | 3,640 | 8.11 | 3.47 | 31,841 | 20,545 | 45.48 | 19.57 |
| 3125 | **Public Health Nursing Services** | | ........ | ........ | ........ | 325 | 277 | 543,268 | 487,916 | ........ | ........ | 2,148,479 | 1,885,536 | ........ | ........ |
| 01 | Supervisory and Clerical | | ........ | ........ | ........ | 52 | 49 | 94,640 | 89,180 | ........ | ........ | 623,056 | 407,169 | ........ | ........ |
| 02 | Clinic Visits | Visit | 443,000 | 415,000 | 375,488 | 178 | 145 | 275,728 | 247,676 | .62 | .60 | 799,703 | 784,483 | 1.80 | 1.89 |
| 03 | Field Visits | Visit | 106,000 | 160,000 | 71,856 | 95 | 83 | 172,900 | 151,060 | 1.63 | .94 | 725,720 | 693,884 | 6.84 | 4.34 |
| | **Total** | | | | | 1,694 | 1,577 | 2,806,402 | 2,644,574 | | | $15,918,146 | $14,222,498 | | |

100-Corporate Fund

## BOARD OF HEALTH

The function of the Board of Health is to enforce all laws of the State and ordinances of the City relating to public health. It causes all nuisances affecting the health of the public to be abated, determines when a disease is contagious or epidemic, and establishes quarantine regulations when necessary.

All City employes under the Workmen's Compensation Act are eligible to receive medical attention from the City Physician, and all hospital and medical bills for such employes are approved by him. The City Physician, when requested by heads of bureaus or departments may visit and examine City employes and report on their physical condition.

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| Code | | Amounts Appropriated |
|---|---|---|
| .005 | Salaries and Wages—on Payroll | $13,999,450. |
| .010 | Salaries and Wages—on Voucher | 5,000. |
| .015 | Schedule Salary Adjustments | 137,094. |
| .097 | Uniform Allowance—Nurses | 32,700. |
| .099 | Uniform Allowance for Cooks | 1,050. |
| *3110.000 | **For Personal Services** | 14,175,294. |
| .125 | Office and Building Services | 10,000. |
| .126 | Office Conveniences | 17,500. |
| .130 | Postage and Postal Charges | 52,000. |
| | Professional and Technical Services: | |
| .149 | Other Professional and Technical Services | 20,000. |
| .150 | Publications | 14,000. |
| .155 | Rental of Property | 201,000. |
| .157 | Rental of Equipment and Services | 42,000. |
| .160 | Repair or Maintenance of Property | 13,000. |
| .162 | Repair or Maintenance of Equipment | 16,200. |
| .164 | Bookbinding | 4,000. |
| .166 | Subscriptions and Dues | 2,500. |
| .169 | Technical Meeting Costs | 500. |
| .175 | Transportation Charges (Exclusive of Travel) | 2,000. |
| .176 | Maintenance and Operation—City Owned Vehicles | 5,000. |
| .182 | Heat, Light and Power (Public) | 36,800. |
| .186 | Telephone | 40,000. |
| .188 | Telegraph | 1,000. |
| *3110.100 | **For Contractual Services** | 477,500. |
| .228 | Automobile Allowance—schedule rate | 40,000. |
| .245 | Reimbursement to Travelers | 85,000. |
| .270 | Local Transportation | 52,000. |
| *3110.200 | **For Travel** | 177,000. |
| .320 | Gasoline | 7,000. |
| .330 | Food | 75,000. |
| .340 | Material and Supplies | 145,645. |
| .342 | Drug, Medical and Chemical Materials and Supplies | 271,800. |
| .345 | Apparatus and Instruments | 26,000. |
| .348 | Books and Related Materials | 1,200. |
| .350 | Stationery and Office Supplies | 50,000. |
| *3110.300 | **For Commodities** | 576,645. |
| .422 | Office Machines | 17,500. |
| .424 | Furniture and Furnishings | 27,500. |
| .440 | Machinery and Equipment | 5,000. |
| .445 | Technical and Scientific Equipment | 50,000. |
| .450 | Vehicles | 10,000. |
| *3110.400 | **For Equipment** | 110,000. |
| .526 | Improvements: Buildings and Structures | 12,500. |
| *3110.500 | **For Permanent Improvements** | 12,500. |

100-Corporate Fund

## Board of Health—*Continued*

| Code | | Amounts Appropriated |
|---|---|---|
| *3110.700 | **For Contingencies** | $ 2,500. |
| *3110.801 | Matching Federal Funds: Meat Inspection Program | 441,707. |
| *3110.802 | **For Expense of Special Studies** | 5,000. |
| *3110.803 | **Special Inoculations Programs** | 15,000. |
| *3110.804 | **For BCG (T.B. Vaccine) Programs** | 47,000. |
| *3110.805 | **For Reimbursement to Dairy Inspectors working out of State for Payment of State Taxes of those States** | 500. |
| | ***Total for Board of Health** | $16,040,646. |

### POSITIONS AND SALARIES

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **ADMINISTRATION—3111** | | |
| **9681** | **President, Board of Health** | 1 | $ -0- |
| **9685** | **Secretary, Board of Health** | 1 | -0- |
| **9683** | **Member (without compensation)** | 7 | -0- |
| **9687** | **Commissioner of Health** | 1 | 32,500. |
| 3305 | Assistant Commissioner of Health | 1 | 28,000. |
| 3442 | Assistant Commissioner of Health—In Charge Administration | 1 | 27,000. |
| 0318 | Assistant to the Commissioner | 1 | 18,984. |
| 0308 | Staff Assistant | 1 | 11,652. |
| 1302 | Administrative Services Officer II | 1 | 12,840. |
| 0302 | Administrative Assistant II | 1 | 12,240. |
| 0302 | Administrative Assistant II | 1 | 8,268. |
| 0741 | Public Information Assistant I | 1 | 7,872. |
| 0810 | Executive Secretary II | 1 | 12,240. |
| 0809 | Executive Secretary I | 1 | 8,688. |
| 0805 | Secretary | 1 | 6,804. |
| | Schedule Salary Adjustments | | 1,226. |
| | | 21 | 188,314. |
| | **ADMINISTRATIVE SERVICES—3111** | | |
| 0342 | Director Administrative and Fiscal Services | 1 | 21,984. |
| 0155 | Fiscal Officer | 1 | 17,220. |
| 1302 | Administrative Services Officer II | 1 | 20,928. |
| **0426** | **Assistant Chief Clerk** | 1 | 14,148. |
| **0426** | **Assistant Chief Clerk** | 1 | 13,476. |
| 0426 | Assistant Chief Clerk | 1 | 12,840. |
| 0423 | Head Clerk | 1 | 10,056. |
| 0423 | Head Clerk | 1 | 7,500. |
| **0421** | **Principal Clerk** | 1 | 9,120. |
| **0421** | **Principal Clerk** | 2 | 8,268. |
| **0403** | **Senior Clerk** | 1 | 7,500. |
| 0403 | Senior Clerk | 3 | 7,152. |
| 0403 | Senior Clerk | 1 | 6,804. |
| 0403 | Senior Clerk | 2 | 5,892. |
| 0403 | Senior Clerk | 1 | 5,340. |
| 0401 | Junior Clerk | 1 | 5,088. |

## Board of Health—*Continued*
### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | ADMINISTRATIVE SERVICES—3111—Continued | | |
| 0401 | Junior Clerk | 3 | $ 4,848. |
| 0147 | Principal Account Clerk | 1 | 8,688. |
| 0147 | Principal Account Clerk | 1 | 6,804. |
| 0147 | Principal Account Clerk | 1 | 6,480. |
| 0146 | Senior Account Clerk | 1 | 6,180. |
| 0146 | Senior Account Clerk | 1 | 5,604. |
| 0827 | Head Stenographer | 1 | 7,500. |
| 0825 | Principal Stenographer | 2 | 10,056. |
| 0825 | Principal Stenographer | 1 | 9,564. |
| 0825 | Principal Stenographer | 1 | 9,120. |
| 0825 | Principal Stenographer | 1 | 7,872. |
| 0825 | Principal Stenographer | 2 | 6,804. |
| 0825 | Principal Stenographer | 1 | 6,480. |
| 0823 | Senior Stenographer | 1 | 7,152. |
| 0823 | Senior Stenographer | 1 | 5,892. |
| 0823 | Senior Stenographer | 1 | 5,604. |
| 0821 | Junior Stenographer | 1 | 5,088. |
| 0821 | Junior Stenographer | 1 | 4,848. |
| 0836 | Senior Typist | 1 | 5,604. |
| 0836 | Senior Typist | 1 | 5,340. |
| 0834 | Typist | 1 | 6,180. |
| 0834 | Typist | 1 | 5,340. |
| 0834 | Typist | 1 | 4,848. |
| 1852 | Supervisor of Inventory Control II | 1 | 10,056. |
| 1811 | Storekeeper | 1 | 6,804. |
| 1805 | Stockhandler | 1 | 6,480. |
| 0658 | Senior Multilith Operator | 1 | 5,892. |
| 7116 | Supervising Chauffeur (255d) (2,040h) | 1 | 5.20h |
| 7114 | Chauffeur (255d) (2,040h) | 2 | 4.70h |
| | Schedule Salary Adjustments | | 4,642. |
| | | 54 | 443,890. |
| | RESEARCH AND DEVELOPMENT—3111 | | |
| 3475 | Director of Research and Development | 1 | 14,856. |
| 3401 | Program Planner | 1 | 15,600. |
| 3423 | Health Department Coordinator | 1 | 13,476. |
| 3466 | Public Health Administrator II | 1 | 11,100. |
| 0823 | Senior Stenographer | 1 | 5,604. |
| | Schedule Salary Adjustments | | 818. |
| | | 5 | 61,454. |
| | PUBLIC HEALTH INFORMATION—3112 | | |
| 0752 | Director of Public Information | 1 | 13,476. |
| 0742 | Public Information Assistant II | 1 | 9,564. |
| 0741 | Public Information Assistant I | 1 | 8,268. |
| 0741 | Public Information Assistant I | 1 | 7,872. |
| 0741 | Public Information Assistant I | 2 | 7,152. |
| 0423 | Head Clerk | 1 | 10,056. |
| 0401 | Junior Clerk | 1 | 5,340. |
| 0645 | Motion Picture Machine Operator (52w) | 1 | 275.00w |
| | Schedule Salary Adjustments | | 1,218. |
| | | 9 | 84,398. |

## Board of Health—*Continued*

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **REGISTRATION AND VITAL STATISTICS—3113** | | |
| 0341 | Director of Registration and Vital Statistics | 1 | $ 16,380. |
| 1715 | Deputy Local Registrar of Vital Statistics | 1 | 10,560. |
| 1740 | Registrar | 1 | 5,604. |
| 1719 | Recorder of Births | 1 | 5,604. |
| 1737 | Chief Statistician | 1 | 13,476. |
| 1735 | Principal Statistician | 3 | 10,056. |
| 1734 | Senior Statistician | 1 | 10,056. |
| 1734 | Senior Statistician | 1 | 9,564. |
| 1734 | Senior Statistician | 1 | 8,268. |
| 1733 | Statistician | 1 | 7,872. |
| 1733 | Statistician | 1 | 6,804. |
| 0147 | Principal Account Clerk | 1 | 8,688. |
| 0146 | Senior Account Clerk | 1 | 6,180. |
| 0145 | Account Clerk | 1 | 6,480. |
| 0632 | Data Controller | 1 | 8,268. |
| 0627 | Senior Data Control Coder | 1 | 8,688. |
| 0621 | Data Control Coder | 2 | 6,804. |
| 0621 | Data Control Coder | 2 | 5,604. |
| 0301 | Administrative Assistant I | 1 | 7,500. |
| 0423 | Head Clerk | 1 | 11,652. |
| 0421 | Principal Clerk | 2 | 8,688. |
| 0421 | Principal Clerk | 3 | 6,480. |
| 0403 | Senior Clerk | 1 | 7,872. |
| 0403 | Senior Clerk | 2 | 7,500. |
| 0403 | Senior Clerk | 1 | 7,152. |
| 0403 | Senior Clerk | 1 | 6,480. |
| 0403 | Senior Clerk | 3 | 6,180. |
| 0403 | Senior Clerk | 3 | 5,892. |
| 0403 | Senior Clerk | 1 | 5,604. |
| 0401 | Junior Clerk | 1 | 5,892. |
| 0401 | Junior Clerk | 2 | 5,604. |
| 0401 | Junior Clerk | 10 | 5,340. |
| 0401 | Junior Clerk | 1 | 5,088. |
| 0401 | Junior Clerk | 6 | 4,848. |
| 0666 | Senior Photostat Machine Operator | 1 | 5,340. |
| 0825 | Principal Stenographer | 1 | 6,804. |
| | Schedule Salary Adjustments | | 6,893. |
| | | 63 | 445,481. |

## Board of Health—*Continued*
### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **BUREAU OF HEALTH SERVICES—3114** | | |
| 3332 | Medical Director—Bureau of Health Services | 1 | $ 25,956. |
| 3303 | Director of Maternal, Infant, Youth and Child Welfare | 1 | 27,936. |
| 3302 | Chief of Bureau of School Health | 1 | 21,336. |
| 3355 | Pathologist (PT-B) | 1 | 11,172. |
| 3361 | Attending Physician (PT-C) | 10 | 6,084. |
| 3362 | Prenatal Physician (PT-C) | 12 | 6,084. |
| 3363 | Physician (PT-B) | 16 | 10,128. |
| 3363 | Physician (PT-C) | 1 | 5,520. |
| 3363 | Physician | (7,800h) | 16.00h |
| 3363 | Physician | (37,440h) | 14.00h |
| 3417 | Podiatrist | 1 | 14,856. |
| 3417 | Podiatrist (PT-B) | 1 | 8,172. |
| 3417 | Podiatrist (PT-B) | 1 | 7,776. |
| 7114 | Chauffeur (255d) (2,040h) | 6 | 4.70h |
| | **Dental Health** | | |
| 3228 | Director of Dental Services | 1 | 20,316. |
| 3254 | Assistant Chief of Dental Health | 1 | 15,912. |
| 3211 | Dentist (10 mos.) | 38 | 1,145.00m |
| 0834 | Typist | 1 | 5,340. |
| | **Health Education** | | |
| 3422 | Director of Health Education | 1 | 12,240. |
| 3421 | Health Educator III | 1 | 13,476. |
| 3420 | Health Educator II | 1 | 10,056. |
| 3419 | Health Educator I | 1 | 7,500. |
| 3439 | Medical Self Help Consultant | 1 | 10,056. |
| 3569 | Caseworker Aide | 1 | 6,804. |
| 3569 | Caseworker Aide | 1 | 6,480. |
| 3569 | Caseworker Aide | 5 | 6,180. |
| | Schedule Salary Adjustments | | 2,200. |
| | | 163 | 1,701,488. |

## Board of Health—*Continued*
### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **ADULT HEALTH AND AGING—3115** | | |
| 3388 | Director of Adult Health and Aging Division | 1 | $ 23,532. |
| 3363 | Physician (PT-B) | 1 | 10,128. |
| 0846 | Medical Stenographer | 1 | 7,152. |
| | **Heart Disease Control** | | |
| 3363 | Physician | 1 | 19,344. |
| 3363 | Physician | 1 | 18,420. |
| 3363 | Physician (PT-A) | 4 | 14,736. |
| 3309 | Heart Disease Control Officer (PT-A) | 1 | 16,248. |
| 3124 | Biochemist | 1 | 12,840. |
| 3103 | Bacteriologist III | 1 | 11,100. |
| 3169 | Medical X-Ray Technician II | 1 | 10,056. |
| 3420 | Health Educator II | 2 | 9,120. |
| 3569 | Caseworker Aide | 1 | 6,480. |
| 3569 | Caseworker Aide | 1 | 6,180. |
| 3106 | Cardiovascular Technologist | 4 | 9,120. |
| 0846 | Medical Stenographer | 1 | 7,500. |
| 0403 | Senior Clerk | 1 | 7,152. |
| 0403 | Senior Clerk | 1 | 6,480. |
| 0401 | Junior Clerk | 1 | 4,848. |
| 7114 | Chauffeur (255d) (2,040h) | 1 | 4.70h |
| | **Cancer Control** | | |
| 3389 | Cancer Prevention Officer (PT-A) | 1 | 16,248. |
| 3369 | Physician (Cancer Registry Officer) (PT-A) | 1 | 16,248. |
| 3363 | Physician (PT-A) | 4 | 14,736. |
| 3155 | Chief Cytotechnologist | 1 | 10,056. |
| 3123 | Cytotechnologist I | 1 | 8,268. |
| 3123 | Cytotechnologist I | 3 | 7,500. |
| 3123 | Cytotechnologist I | 2 | 6,804. |
| 0403 | Senior Clerk | 1 | 7,152. |
| 0403 | Senior Clerk | 1 | 6,180. |
| 0403 | Senior Clerk | 1 | 5,892. |
| | **Diabetes Control** | | |
| 3308 | Diabetes Control Officer (PT-A) | 1 | 16,248. |
| 3363 | Physician (PT-A) | 4 | 14,736. |
| 3750 | Clinic Nurse | 1 | 8,328. |
| 3124 | Biochemist | 1 | 12,840. |
| 3134 | Medical Technologist II | 1 | 8,688. |
| 3420 | Health Educator II | 1 | 10,056. |
| 0403 | Senior Clerk | 1 | 6,804. |
| 0403 | Senior Clerk | 1 | 5,892. |
| 0403 | Senior Clerk | 1 | 5,340. |
| 0401 | Junior Clerk | 1 | 5,340. |

## Board of Health—*Continued*

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **ADULT HEALTH AND AGING—3115—Continued** | | |
| | **Nutritional Guidance** | | |
| 3437 | Director of Nutrition | 1 | $ 14,856. |
| 3411 | Public Health Nutritionist II | 1 | 10,560. |
| 3411 | Public Health Nutritionist II | 2 | 9,564. |
| 3410 | Public Health Nutritionist I | 1 | 9,120. |
| 3410 | Public Health Nutritionist I | 3 | 7,872. |
| 0846 | Medical Stenographer | 1 | 6,180. |
| 0834 | Typist | 1 | 5,088. |
| | Schedule Salary Adjustments | | 6,582. |
| | | 65 | 689,418. |
| | **CONTROL OF COMMUNICABLE DISEASES—3116** | | |
| 3406 | Chief of Bureau of Communicable Diseases | 1 | 23,532. |
| 3393 | Chief Epidemiologist | 1 | 23,532. |
| 3408 | Epidemiologist | 1 | 19,932. |
| 3408 | Epidemiologist | 1 | 18,984. |
| 3363 | Physician (PT-B) | 7 | 10,128. |
| 3571 | Senior Medical Interviewer | 1 | 10,056. |
| 3570 | Medical Interviewer | 1 | 9,120. |
| 3570 | Medical Interviewer | 1 | 8,688. |
| 3570 | Medical Interviewer | 6 | 8,268. |
| 3570 | Medical Interviewer | 1 | 6,804. |
| 3570 | Medical Interviewer | 1 | 6,480. |
| 3570 | Medical Interviewer | 3 | 6,180. |
| 1724 | Senior Research Analyst | 1 | 8,268. |
| 0301 | Administrative Assistant I | 1 | 8,688. |
| 0301 | Administrative Assistant I | 1 | 7,152. |
| 0426 | Assistant Chief Clerk | 1 | 9,120. |
| 0423 | Head Clerk | 1 | 11,652. |
| 0423 | Head Clerk | 1 | 10,056. |
| 0421 | Principal Clerk | 1 | 6,480. |
| 0403 | Senior Clerk | 1 | 7,500. |
| 0403 | Senior Clerk | 2 | 6,804. |
| 0403 | Senior Clerk | 3 | 5,340. |
| 0401 | Junior Clerk | 1 | 5,604. |
| 0401 | Junior Clerk | 3 | 5,340. |
| 0401 | Junior Clerk | 1 | 5,088. |
| | Schedule Salary Adjustments | | 3,242. |
| | | 43 | 394,670. |

## Board of Health—*Continued*

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **CONTROL OF COMMUNICABLE DISEASES—3116—Continued** | | |
| | **Venereal Disease Control** | | |
| 3391 | Director of Venereal Disease Control | 1 | $ 20,316. |
| 3363 | Physician | 6 | 18,420. |
| 3363 | Physician (PT-B) | 7 | 10,128. |
| 3363 | Physician | (6,240h) | 16.00h |
| 3363 | Physician | (3,900h) | 14.00h |
| 3419 | Health Educator I | 1 | 10,560. |
| 3569 | Caseworker Aide | 1 | 7,500. |
| 3569 | Caseworker Aide | 1 | 6,180. |
| 3573 | Junior Case Holding Worker | 1 | 8,688. |
| 3748 | Community Health Aide | 4 | 5,088. |
| 3127 | Laboratory Helper | 4 | 5,088. |
| 3127 | Laboratory Helper | 1 | 4,848. |
| 0421 | Principal Clerk | 1 | 10,056. |
| 0403 | Senior Clerk | 1 | 8,268. |
| 0403 | Senior Clerk | 1 | 7,500. |
| 0403 | Senior Clerk | 2 | 6,480. |
| 0403 | Senior Clerk | 1 | 6,180. |
| 0401 | Junior Clerk | 1 | 6,480. |
| 0401 | Junior Clerk | 1 | 6,180. |
| 0401 | Junior Clerk | 3 | 5,340. |
| 0401 | Junior Clerk | 2 | 5,088. |
| 0401 | Junior Clerk | 2 | 4,848. |
| 0821 | Junior Stenographer | 1 | 4,848. |
| 3611 | Nurses Aide (Male) | 1 | 4,620. |
| | **Schedule Salary Adjustments** | | 3,915. |
| | | 57 | 541,551. |

## Board of Health—*Continued*

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **CONTAGIOUS DISEASE HOSPITAL FACILITIES—3117** | | |
| | When authorized by the Commissioner of Health employes of the Municipal Contagious Disease Hospital may be given one meal daily for each day worked at the hospital. | | |
| | The salary and wage rates listed under the Municipal Contagious Disease Hospital are without any deductions for full maintenance. If full maintenance is given, the rate of pay shall be reduced by $40 per month; provided that for the positions specifying that full maintenance for self and family is allowed, there shall be no deductions. | | |
| 3346 | Medical Superintendent | 1 | $ 22,404. |
| 3344 | Assistant Medical Superintendent (full maintenance for self and family) | 1 | 20,316. |
| 0323 | Hospital Administrator | 1 | 13,476. |
| 3355 | Pathologist | (468h) | 16.00h |
| 3385 | Roentgenologist | (468h) | 16.00h |
| 3363 | Physician | (3,900h) | 16.00h |
| 3317 | Resident Physician (72 hrs. wk.) | 5 | 5,088. |
| 3315 | Interne | 5 | 1,200. |
| 3109 | Virologist | 1 | 10,560. |
| 3167 | Medical X-Ray Technician I | 1 | 7,500. |
| 3167 | Medical X-Ray Technician I (PT-C) | 1 | 2,148. |
| 3619 | Superintendent of Nurses | 1 | 15,636. |
| 3618 | Supervisor of Nurses | 2 | 12,876. |
| 3618 | Supervisor of Nurses | 1 | 9,624. |
| 3616 | Head Nurse | 2 | 12,264. |
| 3616 | Head Nurse | 1 | 11,136. |
| 3615 | Hospital Nurse | 3 | 11,136. |
| 3615 | Hospital Nurse | 1 | 9,624. |
| 3615 | Hospital Nurse | 7 | 8,328. |
| 3620 | Hospital Licensed Practical Nurse | 15 | 6,180. |
| 3611 | Nurses Aide | 15 | 5,088. |
| 3611 | Nurses Aide | 3 | 4,848. |
| 3611 | Nurses Aide | 11 | 4,620. |
| 3605 | Ambulance Attendant | 1 | 7,152. |
| 3605 | Ambulance Attendant | 2 | 6,804. |
| 3605 | Ambulance Attendant | 1 | 5,892. |
| 2766 | Food Service Supervisor | 1 | 8,268. |
| 2764 | Assistant to Food Service Supervisor | 1 | 4,848. |
| 2737 | Head Cook | 1 | 694.50m |
| 2735 | Cook | 1 | 637.00m |
| 2735 | Cook | 1 | 600.00m |
| 2733 | Assistant Cook | 4 | 509.00m |
| 2616 | Senior Housekeeper | 1 | 582.00m |
| 2614 | Housekeeper | 1 | 6,180. |
| 2614 | Housekeeper | 1 | 5,892. |

## Board of Health—*Continued*

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **CONTAGIOUS DISEASE HOSPITAL FACILITIES—3117—Continued** | | |
| 9555 | Maid | 40 | $ 357.00m |
| 2637 | Laundry Supervisor | 1 | 493.50m |
| 2635 | Senior Laundryman | 1 | 464.50m |
| 2655 | Seamstress | 1 | 393.00m |
| 3614 | Orderly | 11 | 416.00m |
| 4223 | Janitor | 2 | 416.00m |
| 0423 | Head Clerk | 1 | 10,560. |
| 0421 | Principal Clerk | 1 | 8,688. |
| 0421 | Principal Clerk | 1 | 7,872. |
| 0403 | Senior Clerk | 1 | 6,804. |
| 0403 | Senior Clerk | 1 | 6,480. |
| 0403 | Senior Clerk | 1 | 5,604. |
| 0401 | Junior Clerk | 1 | 6,180. |
| 0401 | Junior Clerk | 1 | 5,340. |
| 0401 | Junior Clerk | 1 | 4,848. |
| 0825 | Principal Stenographer | 1 | 9,564. |
| 0834 | Typist | 1 | 4,848. |
| 0683 | Telephone Operator | 1 | 6,180. |
| 0683 | Telephone Operator | 2 | 5,340. |
| 0683 | Telephone Operator | 2 | 5,088. |
| 1864 | Hospital Storekeeper | 1 | 8,268. |
| 1805 | Stockhandler | 1 | 6,180. |
| 1805 | Stockhandler | 1 | 5,604. |
| 5035 | Electrical Mechanic (2,080h) | 1 | 1,258.50m |
| 5035 | Electrical Mechanic (2,080h) | 1 | 1,165.00m |
| 7114 | Chauffeur (255d) (2,040h) | 2 | 4.70h |
| 7183 | Motor Truck Driver (255d) (2,040h) | 1 | 4.70h |
| 9405 | Washer and Greaser (255d) (2,040h) | 1 | 4.40h |
| 9435 | Maintenance Man | (24m) | 438.50m |
| 9534 | Laborer | (12m) | 416.00m |
| 4285 | Window Washer | 2 | 662.00m |
| 4265 | Watchman | (60m) | 416.00m |
| | Schedule Salary Adjustments | | 8,035. |
| | | 192 | 1,221,607. |
| | **REGULATORY INSPECTION OF SANITARY PRACTICES—3118** | | |
| 2385 | Chief Sanitary Officer | 1 | 20,928. |
| 2376 | Supervising Sanitary Inspector | 1 | 11,100. |
| 2376 | Supervising Sanitary Inspector | 5 | 8,268. |
| 2374 | Sanitary Inspector | 2 | 7,372. |
| 2374 | Sanitary Inspector | 1 | 7,152. |
| 2365 | Rodent Control Officer | 1 | 12,240. |
| 0301 | Administrative Assistant I | 1 | 6,804. |
| 0401 | Junior Clerk | 2 | 5,340. |
| 7114 | Chauffeur | (2,040h) | 4.70h |
| 9534 | Laborer (255d) | (6,120h) | 4.43h |

## Board of Health—*Continued*

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **REGULATORY INSPECTION OF SANITARY PRACTICES—3118—Continued** | | |
| | **Food Unit** | | |
| 2327 | Chief Food Inspector | 1 | $ 18,984. |
| 2325 | Supervising Food Inspector | 7 | 13,476. |
| 2325 | Supervising Food Inspector | 1 | 12,840. |
| 2325 | Supervising Food Inspector | 1 | 10,560. |
| 2325 | Supervising Food Inspector | 1 | 9,120. |
| 2323 | Food Inspector | 7 | 11,652. |
| 2323 | Food Inspector | 15 | 11,100. |
| 2323 | Food Inspector | 6 | 10,560. |
| 2323 | Food Inspector | 6 | 10,056. |
| 2323 | Food Inspector | 3 | 9,564. |
| 2323 | Food Inspector | 2 | 9,120. |
| 2323 | Food Inspector | 3 | 8,688. |
| 2323 | Food Inspector | 3 | 8,268. |
| 2323 | Food Inspector | 4 | 7,872. |
| 2323 | Food Inspector | 6 | 7,500. |
| 0421 | Principal Clerk | 1 | 6,480. |
| 0403 | Senior Clerk | 1 | 7,152. |
| 0403 | Senior Clerk | 1 | 6,804. |
| 0403 | Senior Clerk | 2 | 5,340. |
| 0401 | Junior Clerk | 2 | 6,480. |
| | **Dairy Unit** | | |
| 2309 | Chief of Dairy Inspection Section | 1 | 12,240. |
| 2308 | Assistant to Chief of Dairy Inspection Section | 2 | 15,600. |
| 2305 | Supervising Dairy Inspector | 2 | 14,148. |
| 2305 | Supervising Dairy Inspector | 1 | 13,476. |
| 2305 | Supervising Dairy Inspector | 2 | 9,120. |
| 2303 | Dairy Inspector | 8 | 11,652. |
| 2303 | Dairy Inspector | 7 | 11,100. |
| 2303 | Dairy Inspector | 6 | 10,560. |
| 2303 | Dairy Inspector | 6 | 10,056. |
| 2303 | Dairy Inspector | 1 | 8,268. |
| 2303 | Dairy Inspector | 4 | 7,500. |
| 0421 | Principal Clerk | 1 | 9,120. |
| 0403 | Senior Clerk | 1 | 6,804. |
| 0401 | Junior Clerk | 1 | 6,480. |
| 0401 | Junior Clerk | 2 | 5,340. |
| | **Schedule Salary Adjustments** | | 6,719. |
| | | 136 | 1,374,783. |

## Board of Health—*Continued*

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **LABORATORY TESTING AND ANALYSIS SERVICE—3119** | | |
| 3115 | Director of Division of Laboratories | 1 | $ 18,084. |
| 3114 | Assistant Director of Laboratories | 1 | 15,600. |
| 3126 | Director of Drugs and Biologics (PT-B) | 1 | 5,808. |
| 3156 | Chief Virologist | 1 | 15,600. |
| 3109 | Virologist | 1 | 9,564. |
| 3104 | Bacteriologist IV | 3 | 16,380. |
| 3104 | Bacteriologist IV | 1 | 15,600. |
| 3104 | Bacteriologist IV | 1 | 14,856. |
| 3104 | Bacteriologist IV | 1 | 12,840. |
| 3103 | Bacteriologist III | 4 | 14,148. |
| 3103 | Bacteriologist III | 4 | 13,476. |
| 3103 | Bacteriologist III | 1 | 12,840. |
| 3103 | Bacteriologist III | 2 | 11,652. |
| 3103 | Bacteriologist III | 3 | 11,100. |
| 3103 | Bacteriologist III | 1 | 10,560. |
| 3102 | Bacteriologist II | 1 | 12,840. |
| 3102 | Bacteriologist II | 2 | 10,056. |
| 3102 | Bacteriologist II | 2 | 9,564. |
| 3101 | Bacteriologist I | 3 | 11,652. |
| 3101 | Bacteriologist I | 1 | 10,560. |
| 3101 | Bacteriologist I | 1 | 9,564. |
| 3101 | Bacteriologist I | 6 | 9,120. |
| 3101 | Bacteriologist I | 1 | 8,688. |
| 5524 | Chemist IV | 2 | 14,856. |
| 5524 | Chemist IV | 1 | 14,148. |
| 5523 | Chemist III | 1 | 13,476. |
| 5523 | Chemist III | 2 | 11,652. |
| 5523 | Chemist III | 6 | 11,100. |
| 5522 | Chemist II | 2 | 10,560. |
| 5522 | Chemist II | 3 | 10,056. |
| 5522 | Chemist II | 2 | 9,564. |
| 5521 | Chemist I | 5 | 11,652. |
| 5521 | Chemist I | 3 | 9,120. |
| 5521 | Chemist I | 4 | 8,688. |
| 3135 | Medical Technologist III | 4 | 9,564. |
| 3130 | Laboratory Technician III | 1 | 8,688. |
| 3129 | Laboratory Technician II | 1 | 8,688. |
| 3129 | Laboratory Technician II | 1 | 8,268. |
| 3129 | Laboratory Technician II | 1 | 6,804. |
| 3129 | Laboratory Technician II | 1 | 6,480. |
| 3128 | Laboratory Technician I | 1 | 8,688. |
| 3128 | Laboratory Technician I | 1 | 7,872. |

## Board of Health—*Continued*

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **LABORATORY TESTING AND ANALYSIS SERVICE—3119—Continued** | | |
| 3128 | Laboratory Technician I | 1 | $ 7,500. |
| 3128 | Laboratory Technician I | 1 | 7,152. |
| 3128 | Laboratory Technician I | 2 | 6,804. |
| 3128 | Laboratory Technician I | 1 | 6,480. |
| 3128 | Laboratory Technician I | 1 | 6,180. |
| 3128 | Laboratory Technician I | 1 | 5,892. |
| 3128 | Laboratory Technician I | 7 | 5,604. |
| 3127 | Laboratory Helper | 1 | 4,620. |
| 3118 | Pharmacy Helper | 1 | 7,872. |
| 0421 | Principal Clerk | 1 | 8,688. |
| 0421 | Principal Clerk | 1 | 6,480. |
| 0403 | Senior Clerk | 1 | 7,152. |
| 0403 | Senior Clerk | 2 | 6,804. |
| 0403 | Senior Clerk | 1 | 6,480. |
| 0403 | Senior Clerk | 4 | 5,892. |
| 0401 | Junior Clerk | 4 | 5,340. |
| 0401 | Junior Clerk | 3 | 5,088. |
| 0401 | Junior Clerk | 3 | 4,848. |
| 0825 | Principal Stenographer | 1 | 9,564. |
| 0825 | Principal Stenographer | 1 | 9,120. |
| 0836 | Senior Typist | 2 | 6,804. |
| 1815 | Principal Storekeeper | 1 | 8,268. |
| 9534 | Laborer | 2 | 512.00m |
| | **Venereal Disease Section** | | |
| 3103 | Bacteriologist III | 2 | 11,652. |
| 3103 | Bacteriologist III | 2 | 10,560. |
| 3102 | Bacteriologist II | 1 | 10,056. |
| 3102 | Bacteriologist II | 1 | 9,564. |
| 3101 | Bacteriologist I | 1 | 9,120. |
| 3128 | Laboratory Technician I | 1 | 6,180. |
| 3128 | Laboratory Technician I | 1 | 5,892. |
| 0403 | Senior Clerk | 1 | 6,804. |
| | **Schedule Salary Adjustments** | | 13,219. |
| | | 138 | 1,323,715. |
| | **Water Section** | | |
| | **(To be reimbursed from the Water Fund)** | | |
| **3104** | **Bacteriologist IV** | 1 | 15,600. |
| 3103 | Bacteriologist III | 1 | 13,476. |
| 3103 | Bacteriologist III | 1 | 10,560. |
| 3102 | Bacteriologist II | 1 | 11,100. |
| 3102 | Bacteriologist II | 1 | 10,056. |
| **3101** | **Bacteriologist I** | 1 | 9,120. |
| 3101 | Bacteriologist I | 1 | 8,688. |
| **5523** | **Chemist III** | 1 | 11,100. |
| **5522** | **Chemist II** | 1 | 9,564. |
| 3129 | Laboratory Technician II | 1 | 6,804. |
| 3128 | Laboratory Technician I | 1 | 6,480. |
| 3128 | Laboratory Technician I | 2 | 5,892. |
| | **Schedule Salary Adjustments** | | 2,228. |
| | | 13 | 126,560. |

## Board of Health—*Continued*

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **LABORATORY TESTING AND ANALYSIS SERVICE—3119—Continued** | | |
| | **Toxicology Section** | | |
| 3159 | Chief Toxicologist | 1 | $ 23,532. |
| 3158 | Toxicologist | 2 | 12,840. |
| 3157 | Toxicologist Technician | 1 | 8,688. |
| | Schedule Salary Adjustments | | 1,104. |
| | | 4 | 59,004. |
| | **MENTAL HEALTH—3120** | | |
| | **Division Administration Office** | | |
| 3562 | Director Mental Health Division | 1 | 24,228. |
| 3566 | Assistant Director Mental Health Division | 1 | 20,928. |
| 3555 | Regional Program Director | 2 | 17,220. |
| 3426 | Coordinator of Training and Mental Health Education | 1 | 16,380. |
| 3560 | Coordinator of Planning and Development | 1 | 15,600. |
| 3585 | Coordinator of Research and Evaluation | 1 | 14,856. |
| 3518 | Coordinator of Volunteer Services | 1 | 14,856. |
| 3519 | Coordinator of Mental Retardation Services | 1 | 12,840. |
| 3535 | Psychologist I (PT-A) | 1 | 7,296. |
| 3515 | Psychiatric Social Worker II | 1 | 10,056. |
| 3516 | Psychiatric Social Worker III (PT-A) | 1 | 9,300. |
| 3569 | Caseworker Aide | 2 | 6,180. |
| 3466 | Public Health Administrator II | 1 | 11,100. |
| 0303 | Administrative Assistant III | 1 | 12,840. |
| 0805 | Secretary | 1 | 8,688. |
| 0823 | Senior Stenographer | 1 | 5,892. |
| 0836 | Senior Typist | 1 | 6,480. |
| 0836 | Senior Typist | 1 | 5,340. |
| | Schedule Salary Adjustments | | 4,519. |
| | | 20 | 247,999. |
| | **Lakeview-Uptown Mental Health Center** | | |
| 3563 | Director Mental Health Center | 1 | 15,600. |
| 3384 | Psychiatrist (PT-B) | 2 | 11,172. |
| 3538 | Psychologist III | 1 | 11,652. |
| 3535 | Psychologist I | 1 | 8,688. |
| 3515 | Psychiatric Social Worker II | 1 | 10,560. |
| 3514 | Psychiatric Social Worker I | 1 | 9,120. |
| 3514 | Psychiatric Social Worker I | 1 | 8,688. |
| 3516 | Psychiatric Social Worker III (PT-A) | 1 | 10,260. |
| 3516 | Psychiatric Social Worker III (PT-A) | 1 | 9,300. |
| 3516 | Psychiatric Social Worker III (PT-B) | 1 | 6,732. |

## Board of Health—*Continued*
### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **MENTAL HEALTH—3120—Continued** | | |
| | **Lakeview-Uptown Mental Health Center—Continued** | | |
| 3568 | Community Mental Health Worker III....... | 1 | $ 9,120. |
| 3568 | Community Mental Health Worker III ....... | 1 | 8,268. |
| 3569 | Caseworker Aide ........................ | 1 | 6,804. |
| 0825 | Principal Stenographer .................... | 1 | 8,268. |
| 0836 | Senior Typist ............................ | 1 | 5,892. |
| 0836 | Senior Typist ............................ | 1 | 5,604. |
| 3384 | Psychiatrist M.D. ........................ | (624h) | 16.00h |
| 3541 | Psychologist Ph.D. ........................ | (624h) | 14.00h |
| 3541 | Psychologist ............................ | (416h) | 12.00h |
| 3541 | Psychologist ............................ | (520h) | 10.00h |
| | Schedule Salary Adjustments ............... | | 3,635. |
| | | 21 | 189,447. |
| | **Greater Lawn Mental Health Center** | | |
| 3563 | Director Mental Health Center .............. | 1 | 15,600. |
| 3538 | Psychologist III .......................... | 1 | 12,840. |
| 3516 | Psychiatric Social Worker III ................ | 1 | 12,240. |
| 3568 | Community Mental Health Worker III....... | 1 | 9,120. |
| 3567 | Community Mental Health Worker II........ | 1 | 7,872. |
| 3565 | Community Mental Health Worker I........ | 1 | 6,180. |
| 3564 | Mental Health Aide ....................... | 1 | 5,088. |
| 0825 | Principal Stenographer .................... | 1 | 7,500. |
| 3541 | Psychologist Ph.D. ........................ | (260h) | 14.00h |
| 3541 | Psychologist Ed.D. ........................ | (458h) | 10.00h |
| 3541 | Psychologist ............................ | (260h) | 10.00h |
| 3541 | Social Worker ............................ | (260h) | 10.00h |
| | Schedule Salary Adjustments .............. | | 1,530. |
| | | 12 | 91,390. |
| | **Lawndale Mental Health Center** | | |
| 3563 | Director Mental Health Center .............. | 1 | 15,600. |
| 3384 | Psychiatrist (PT-A) ....................... | 1 | 16,248. |
| 3537 | Psychologist II .......................... | 1 | 9,564. |
| 3516 | Psychiatric Social Worker III .............. | 1 | 12,240. |
| 3516 | Psychiatric Social Worker III ................ | 1 | 11,652. |
| 3567 | Community Mental Health Worker II........ | 1 | 8,268. |
| 3567 | Community Mental Health Worker II........ | 2 | 7,872. |
| 3569 | Caseworker Aide ........................ | 1 | 7,152. |
| 3564 | Mental Health Aide ....................... | 1 | 5,604. |
| 3564 | Mental Health Aide ....................... | 2 | 5,088. |
| 0836 | Senior Typist ............................ | 1 | 5,892. |
| 3384 | Psychiatrist ............................. | (1,040h) | 14.00h |
| | Schedule Salary Adjustments .............. | | 1,777. |
| | | 15 | 134,477. |

100-Corporate Fund

## Board of Health—*Continued*

## POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **MENTAL HEALTH—3120—Continued** | | |
| | **Southwest Mental Health Center** | | |
| 3563 | Director Mental Health Center | 1 | $ 15,600. |
| 3384 | Psychiatrist (PT-B) | 1 | 11,172. |
| 3538 | Psychologist III (PT-A) | 1 | 9,300. |
| 3516 | Psychiatric Social Worker III | 1 | 12,240. |
| 3568 | Community Mental Health Worker III | 1 | 8,268. |
| 3569 | Caseworker Aide | 1 | 6,180. |
| 3564 | Mental Health Aide | 1 | 5,604. |
| 0836 | Senior Typist | 1 | 6,180. |
| 0825 | Principal Stenographer | 1 | 7,152. |
| 3541 | Social Worker | (468h) | 10.00h |
| 3541 | Social Worker | (780h) | 8.50h |
| | Schedule Salary Adjustments | | 1,393. |
| | | 11 | 94,399. |
| | **Roseland Mental Health Center** | | |
| 3563 | Director Mental Health Center | 1 | 15,600. |
| 3384 | Psychiatrist (PT-B) | 1 | 12,324. |
| 3384 | Psychiatrist (PT-B) | 1 | 11,736. |
| 3384 | Psychiatrist (PT-B) | 1 | 11,172. |
| 3537 | Psychologist II | 1 | 9,564. |
| 3516 | Psychiatric Social Worker III | 1 | 11,652. |
| 3568 | Community Mental Health Worker III | 1 | 9,564. |
| 3569 | Caseworker Aide | 1 | 6,180. |
| 3564 | Mental Health Aide | 1 | 5,604. |
| 0825 | Principal Stenographer | 1 | 7,500. |
| 3541 | Psychologist Ph.D. | (416h) | 12.50h |
| 3541 | Psychologist | (312h) | 7.50h |
| 3541 | Social Worker | (156h) | 10.00h |
| 3541 | Social Worker | (832h) | 7.50h |
| | Schedule Salary Adjustments | | 2,091. |
| | | 15 | 118,327. |
| | **Garfield Park Mental Health Center** | | |
| 3563 | Director Mental Health Center | 1 | 15,600. |
| 3535 | Psychologist I | 1 | 8,688. |
| 3516 | Psychiatric Social Worker III | 1 | 11,652. |
| 3514 | Psychiatric Social Worker I | 1 | 8,688. |
| 3568 | Community Mental Health Worker III | 1 | 8,268. |
| 3569 | Caseworker Aide | 1 | 6,804. |
| 3564 | Mental Health Aide | 2 | 5,340. |
| 0805 | Secretary | 1 | 7,500. |
| 3384 | Psychiatrist | (910h) | 16.00h |
| 3541 | Psychologist Ph.D. | (520h) | 14.00h |
| | Schedule Salary Adjustments | | 1,979. |
| | | 12 | 101,699. |

## Board of Health—*Continued*

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **MENTAL HEALTH—3120—Continued** | | |
| | **Englewood Mental Health Center** | | |
| 3563 | Director Mental Health Center | 1 | $ 15,600. |
| 3384 | Psychiatrist (PT-B) | 1 | 11,172. |
| 3538 | Psychologist III | 1 | 11,652. |
| 3516 | Psychiatric Social Worker III | 2 | 11,652. |
| 3516 | Psychiatric Social Worker III (PT-B) | 1 | 6,732. |
| 3515 | Psychiatric Social Worker II | 1 | 11,100. |
| 3515 | Psychiatric Social Worker II | 1 | 10,560. |
| 3515 | Psychiatric Social Worker II | 1 | 10,056. |
| 3509 | Occupational Therapist II | 1 | 10,056. |
| 3567 | Community Mental Health Worker II | 1 | 8,688. |
| 3567 | Community Mental Health Worker II | 1 | 8,268. |
| 3567 | Community Mental Health Worker II | 1 | 7,872. |
| 3569 | Caseworker Aide | 1 | 6,804. |
| 3569 | Caseworker Aide | 1 | 6,480. |
| 3564 | Mental Health Aide | 1 | 5,892. |
| 3564 | Mental Health Aide | 1 | 5,604. |
| 3564 | Mental Health Aide | 3 | 5,340. |
| 3564 | Mental Health Aide | 1 | 5,088. |
| 0825 | Principal Stenographer | 1 | 7,500. |
| 3384 | Psychiatrist | (520h) | 16.00h |
| 3541 | Psychologist Ph.D. | (156h) | 14.00h |
| 3541 | Psychologist | (520h) | 7.00h |
| | Schedule Salary Adjustments | | 3,198. |
| | | 25 | 205,790. |
| | **Greater Grand Boulevard Mental Health Center** | | |
| 3563 | Director Mental Health Center | 1 | 15,600. |
| 3384 | Psychiatrist (PT-A) | 1 | 18,816. |
| 3538 | Psychologist III | 1 | 12,840. |
| 3516 | Psychiatric Social Worker III (PT-A) | 1 | 9,300. |
| 3515 | Psychiatric Social Worker II (PT-A) | 1 | 8,040. |
| 3567 | Community Mental Health Worker II | 2 | 8,688. |
| 0836 | Senior Typist | 1 | 5,604. |
| 0836 | Senior Typist | 1 | 5,340. |
| 3384 | Psychiatrist | (676h) | 16.00h |
| 3541 | Social Worker | (728h) | 12.00h |
| 3541 | Educational Consultant | (520h) | 5.00h |
| | Schedule Salary Adjustments | | 1,496. |
| | | 13 | 116,564. |
| | **Southeast Mental Health Center** | | |
| 3563 | Director Mental Health Center | 1 | 15,600. |
| 3538 | Psychologist III | 1 | 11,652. |
| 3538 | Psychologist III (PT-B) | 1 | 7,068. |
| 3516 | Psychiatric Social Worker III | 1 | 12,240. |
| 3568 | Community Mental Health Worker III (PT-A) | 1 | 6,600. |
| 3567 | Community Mental Health Worker II | 1 | 8,268. |
| 3567 | Community Mental Health Worker II | 1 | 7,500. |
| 3569 | Caseworker Aide | 1 | 6,804. |
| 3564 | Mental Health Aide | 1 | 5,088. |

## Board of Health—*Continued*

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **MENTAL HEALTH—3120—Continued** | | |
| | **Southeast Mental Health Center—Continued** | | |
| 0825 | Principal Stenographer | 1 $ | 7,500. |
| 3384 | Psychiatrist | (1,664h) | 16.00h |
| 3541 | Social Worker | (1,040h) | 6.00h |
| | Schedule Salary Adjustments | | 2,259. |
| | | 13 | 123,443. |
| | **Central Mental Health Center** | | |
| 3563 | Director Mental Health Center | 1 | 15,600. |
| 3384 | Psychiatrist (PT-B) | 1 | 12,324. |
| 3384 | Psychiatrist | (1,040h) | 16.00h |
| 3515 | Psychiatric Social Worker II | 1 | 10,560. |
| 0825 | Principal Stenographer | 1 | 9,120. |
| 3569 | Caseworker Aide | 1 | 6,804. |
| 0836 | Senior Typist | 1 | 5,604. |
| 3541 | Social Worker | (780h) | 8.50h |
| | Schedule Salary Adjustments | | 1,486. |
| | | 8 | 84,768. |
| | **Mid-South Mental Health Center** | | |
| 3563 | Director Mental Health Center | 1 | 15,600. |
| 3538 | Psychologist III (PT-A) | 1 | 10,776. |
| 3537 | Psychologist II (PT-A) | 1 | 8,868. |
| 3516 | Psychiatric Social Worker III | 1 | 12,240. |
| 3516 | Psychiatric Social Worker III (PT-A) | 1 | 9,768. |
| 3567 | Community Mental Health Worker II | 1 | 8,268. |
| 0825 | Principal Stenographer | 1 | 6,804. |
| 3564 | Mental Health Aide | 1 | 5,892. |
| 0836 | Senior Typist | 1 | 5,892. |
| 3384 | Psychiatrist | (312h) | 16.00h |
| 3541 | Psychologist | (1,300h) | 7.00h |
| | Schedule Salary Adjustments | | 1,334. |
| | | 11 | 99,534. |
| | **Lower North Mental Health Center** | | |
| 3563 | Director Mental Health Center | 1 | 15,600. |
| 3537 | Psychologist II | 1 | 10,056. |
| 3384 | Psychiatrist (PT-A) | 1 | 17,928. |
| 3516 | Psychiatric Social Worker III | 1 | 11,652. |
| 3516 | Psychiatric Social Worker III | 2 | 12,240. |
| 3515 | Psychiatric Social Worker II | 1 | 11,100. |
| 3568 | Community Mental Health Worker III | 1 | 8,688. |
| 3565 | Community Mental Health Worker I | 1 | 6,804. |
| 3564 | Mental Health Aide | 1 | 5,604. |
| 0823 | Senior Stenographer | 1 | 6,180. |
| 0836 | Senior Typist | 1 | 5,892. |
| 3384 | Psychiatrist | (1,040h) | 16.00h |

## Board of Health—*Continued*

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **MENTAL HEALTH—3120—Continued** | | |
| | **Lower North Mental Health Center—Continued** | | |
| 3384 | Psychiatrist | (520h) | $ 14.00h |
| | Schedule Salary Adjustments | | 1,811. |
| | | 15 | 149,715. |
| | **Woodlawn Mental Health Center** | | |
| 3396 | Consulting Psychiatrist | 2 | 24,708. |
| 3384 | Psychiatrist | 1 | 23,532. |
| 3520 | Chief Psychiatric Social Service Worker | 1 | 14,856. |
| 3567 | Community Mental Health Worker II | 1 | 8,268. |
| 3565 | Community Mental Health Worker I | 6 | 6,480. |
| 0302 | Administrative Assistant II | 1 | 8,688. |
| 3569 | Caseworker Aide | 1 | 6,804. |
| 3569 | Caseworker Aide | 4 | 6,180. |
| 0823 | Senior Stenographer | 2 | 5,892. |
| 0823 | Senior Stenographer | 1 | 5,604. |
| 3541 | Medical Statistician | (520h) | 8.50h |
| | Schedule Salary Adjustments | | 3,460. |
| | | 21 | 200,432. |
| | **Northwest Mental Health Center** | | |
| 3563 | Director Mental Health Center | 1 | 15,600. |
| 3384 | Psychiatrist (PT-B) | 1 | 12,324. |
| 3538 | Psychologist III | 1 | 11,652. |
| 3516 | Psychiatric Social Worker III | 1 | 11,652. |
| 3515 | Psychiatric Social Worker II | 1 | 10,056. |
| 3565 | Community Mental Health Worker I | 1 | 6,480. |
| 3564 | Mental Health Aide | 1 | 5,340. |
| 0836 | Senior Typist | 1 | 5,340. |
| 0825 | Principal Stenographer | 1 | 6,480. |
| | Schedule Salary Adjustments | | 1,277. |
| | | 9 | 86,201. |
| | **NORTH RIVER MENTAL HEALTH CENTER** | | |
| 3563 | Director Mental Health Center | 1 | 14,856. |
| 3537 | Psychologist II | 1 | 9,564. |
| 3516 | Psychiatric Social Worker III | 1 | 11,652. |
| 3515 | Psychiatric Social Worker II | 1 | 9,564. |
| 3568 | Community Mental Health Worker III | 1 | 8,268. |
| 3567 | Community Mental Health Worker II | 1 | 7,500. |
| 3564 | Mental Health Aide | 1 | 5,088. |
| 0825 | Principal Stenographer | 1 | 6,480. |
| 0836 | Senior Typist | 1 | 5,340. |
| 3384 | Psychiatrist | (734h) | 16.00h |
| | Schedule Salary Adjustments | | 1,840. |
| | | 10 | 91,896. |
| | **BACK OF THE YARDS MENTAL HEALTH CENTER** | | |
| 3563 | Director Mental Health Center | 1 | 14,856. |
| 3537 | Psychologist II | 1 | 9,564. |
| 3516 | Psychiatric Social Worker III | 1 | 11,652. |
| 3515 | Psychiatric Social Worker II | 1 | 9,564. |
| 3568 | Community Mental Health Worker III | 1 | 8,268. |
| 3567 | Community Mental Health Worker II | 1 | 7,500. |
| 3564 | Mental Health Aide | 1 | 5,088. |
| 0825 | Principal Stenographer | 1 | 6,480. |
| 0836 | Senior Typist | 1 | 5,340. |
| 3384 | Psychiatrist | (734h) | 16.00h |
| | Schedule Salary Adjustments | | 1,840. |
| | | 10 | 91,896. |

## Board of Health—*Continued*

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **DISTRICT HEALTH CENTERS—3121** | | |
| 3372 | Director of District Health Center | 1 | $ 24,708. |
| 3363 | Physician | 1 | 20,316. |
| 3363 | Physician | 4 | 18,420. |
| 3363 | Physician | (3,120h) | 16.00h |
| 3211 | Dentist | 2 | 13,740. |
| 3213 | Dental Assistant | 2 | 6,804. |
| 3753 | Public Health Nurse III | 1 | 12,264. |
| 3752 | Public Health Nurse II | 1 | 12,264. |
| 3752 | Public Health Nurse II | 1 | 9,624. |
| 3751 | Public Health Nurse I | 1 | 12,264. |
| 3751 | Public Health Nurse I | 1 | 11,688. |
| 3751 | Public Health Nurse I | 2 | 9,624. |
| 3751 | Public Health Nurse I | 4 | 9,168. |
| 3750 | Clinic Nurse | 2 | 9,168. |
| 3750 | Clinic Nurse | 2 | 8,736. |
| 3750 | Clinic Nurse | 4 | 8,328. |
| 3613 | Licensed Practical Nurse | 1 | 5,892. |
| 3613 | Licensed Practical Nurse | 6 | 5,604. |
| 3611 | Nurses Aide | 1 | 4,848. |
| 3611 | Nurses Aide | 1 | 4,620. |
| 3450 | Clinic Attendant | 1 | 7,152. |
| 3450 | Clinic Attendant | 1 | 6,180. |
| 3128 | Laboratory Technician I | 2 | 5,604. |
| 3420 | Health Educator II | 1 | 9,120. |
| 3424 | Health Educator Aide I | 1 | 7,152. |
| 3424 | Health Educator Aide I | 4 | 6,180. |
| 0303 | Administrative Assistant III | 1 | 11,652. |
| 0421 | Principal Clerk | 1 | 6,480. |
| 0403 | Senior Clerk | 1 | 7,872. |
| 0403 | Senior Clerk | 1 | 6,804. |
| 0403 | Senior Clerk | 1 | 6,408. |
| 0403 | Senior Clerk | 1 | 6,180. |
| 0403 | Senior Clerk | 5 | 5,340. |
| 0401 | Junior Clerk | 1 | 6,480. |
| 0401 | Junior Clerk | 1 | 5,604. |
| 0401 | Junior Clerk | 6 | 5,340. |
| 0401 | Junior Clerk | 1 | 5,088. |
| 0401 | Junior Clerk | 2 | 4,848. |
| 4223 | Janitor | 1 | 416.00m |
| 9435 | Maintenance Man | 2 | 438.50m |

## Board of Health—*Continued*
### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **Adult Health and Aging Section** | | |
| 3750 | Clinic Nurse | 1 | $ 8,736. |
| 3750 | Clinic Nurse | 1 | 8,328. |
| 0403 | Senior Clerk | 1 | 5,340. |
| 0401 | Junior Clerk | 1 | 4,848. |
| | **Venereal Disease Section** | | |
| 3751 | Public Health Nurse I | 1 | 9,168. |
| 3750 | Clinic Nurse | 1 | 8,328. |
| 3613 | Licensed Practical Nurse | 1 | 5,604. |
| 0403 | Senior Clerk | 2 | 5,340. |
| 0401 | Junior Clerk | 1 | 5,088. |
| 0401 | Junior Clerk | 1 | 4,848. |
| 3611 | Nurses Aide | 2 | 4,620. |
| | Schedule Salary Adjustments | | 10,929. |
| | | 90 | 745,029. |
| | **MEDICAL EXAMINATION AND EMERGENCY TREATMENT—3122** | | |
| 3363 | Physician | 1 | 21,336. |
| 3363 | Physician (PT-A) | 4 | 14,736. |
| 3615 | Hospital Nurse | 2 | 10,608. |
| 3472 | Clinic Administrator II | 1 | 12,840. |
| 3144 | Physical Therapist | 1 | 8,268. |
| 3144 | Physical Therapist | 1 | 7,500. |
| 3167 | Medical X-Ray Technician I | 1 | 6,804. |
| 0846 | Medical Stenographer | 1 | 6,180. |
| 0836 | Senior Typist | 1 | 6,180. |
| 0836 | Senior Typist | 1 | 5,340. |
| 0403 | Senior Clerk | 1 | 5,340. |
| 0401 | Junior Clerk | 1 | 5,088. |
| | Schedule Salary Adjustments | | 1,595. |
| | | 16 | 166,631. |
| | **BUREAU OF INSTITUTIONAL AND MEDICAL CARE—3124** | | |
| 3310 | Director of Institutional and Medical Care | 1 | 22,404. |
| 3363 | Physician (PT-B) | 3 | 10,128. |
| 3363 | Physician | (5,460h) | 16.00h |
| 3363 | Physician | (1,560h) | 14.00h |
| 3763 | Chief of Bureau of Institutional Care | 1 | 16,416. |
| 3762 | Institutional Nurse Consultant II | 1 | 12,876. |
| 3762 | Institutional Nurse Consultant II | 1 | 10,608. |
| 3761 | Institutional Nurse Consultant I | 1 | 12,876. |
| 3761 | Institutional Nurse Consultant I | 1 | 12,264. |
| 3761 | Institutional Nurse Consultant I | 2 | 11,688. |

## Board of Health—*Continued*

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **BUREAU OF INSTITUTIONAL AND MEDICAL CARE—3124—Continued** | | |
| 3761 | Institutional Nurse Consultant I | 2 | $ 10,608. |
| 3761 | Institutional Nurse Consultant I | 2 | 9,624. |
| 3764 | Institutional Care Nurse | 3 | 8,328. |
| 3753 | Public Health Nurse III | 1 | 14,184. |
| 3752 | Public Health Nurse II | 2 | 10,608. |
| 3752 | Public Health Nurse II | 1 | 9,624. |
| 3751 | Public Health Nurse I | 2 | 12,264. |
| 3751 | Public Health Nurse I | 1 | 11,136. |
| 3751 | Public Health Nurse I | 2 | 10,608. |
| 3751 | Public Health Nurse I | 1 | 10,104. |
| 3751 | Public Health Nurse I | 1 | 9,624. |
| 3751 | Public Health Nurse I | 7 | 9,168. |
| 3615 | Hospital Nurse | 1 | 8,736. |
| 3622 | Hospital Aide | 1 | 5,088. |
| 3508 | Occupational Therapist I | 1 | 8,688. |
| 0302 | Administrative Assistant II | 1 | 12,840. |
| 0301 | Administrative Assistant I | 1 | 8,688. |
| 0423 | Head Clerk | 1 | 11,652. |
| 0423 | Head Clerk | 1 | 9,564. |
| 0403 | Senior Clerk | 1 | 5,892. |
| 0403 | Senior Clerk | 1 | 5,340. |
| 0401 | Junior Clerk | 1 | 5,340. |
| 0823 | Senior Stenographer | 1 | 7,872. |
| 0821 | Junior Stenographer | 1 | 4,848. |
| 0666 | Senior Photostat Machine Operator | 1 | 6,804. |
| 0734 | Information Representative II | 1 | 10,056. |
| 7114 | Chauffeur (255d) (2,040h) | 1 | 4.70h |
| | Schedule Salary Adjustments | | 3,701. |
| | | 59 | 615,749. |
| | **PUBLIC HEALTH NURSING SERVICES—3125** | | |
| 3758 | Director of Public Health Nursing | 1 | 18,084. |
| 3756 | Assistant Director of Public Health Nurses | 1 | 12,876. |
| 3753 | Public Health Nurse III | 2 | 14,184. |
| 3753 | Public Health Nurse III | 1 | 10,608. |
| 3752 | Public Health Nurse II | 4 | 12,876. |
| 3752 | Public Health Nurse II | 1 | 12,264. |
| 3752 | Public Health Nurse II | 1 | 11,136. |
| 3752 | Public Health Nurse II | 4 | 9,624. |
| 3751 | Public Health Nurse I | 24 | 12,264. |
| 3751 | Public Health Nurse I | 2 | 11,688. |
| 3751 | Public Health Nurse I | 6 | 11,136. |
| 3751 | Public Health Nurse I | 12 | 10,608. |
| 3751 | Public Health Nurse I | 4 | 10,104. |
| 3751 | Public Health Nurse I | 6 | 9,624. |
| 3751 | Public Health Nurse I | 20 | 9,168. |
| 3746 | Supervising Clinic Nurse | 3 | 9,168. |
| 3750 | Clinic Nurse | 13 | 9,624. |
| 3750 | Clinic Nurse | 6 | 9,168. |
| 3750 | Clinic Nurse | 5 | 8,736. |
| 3750 | Clinic Nurse | 36 | 8,328. |

## Board of Health—*Continued*

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **PUBLIC HEALTH NURSING SERVICES—3125 —Continued** | | |
| 3750 | Clinic Nurse | (16,848h) | $ 6.00h |
| 3613 | Licensed Practical Nurse | 2 | 7,500. |
| 3613 | Licensed Practical Nurse | 9 | 7,152. |
| 3613 | Licensed Practical Nurse | 4 | 6,804. |
| 3613 | Licensed Practical Nurse | 3 | 6,480. |
| 3613 | Licensed Practical Nurse | 1 | 5,892. |
| 3613 | Licensed Practical Nurse | 11 | 5,604. |
| 3472 | Clinic Administrator II | 2 | 14,148. |
| 3748 | Community Health Aide | 6 | 5,340. |
| 3748 | Community Health Aide | 14 | 5,088. |
| 3611 | Nurses Aide | 5 | 6,804. |
| 3611 | Nurses Aide | 6 | 6,480. |
| 3611 | Nurses Aide | 7 | 6,180. |
| 3611 | Nurses Aide | 1 | 5,340. |
| 3611 | Nurses Aide | 13 | 5,088. |
| 3611 | Nurses Aide | 7 | 4,848. |
| 3611 | Nurses Aide | 11 | 4,620. |
| 0423 | Head Clerk | 1 | 10,560. |
| 0421 | Principal Clerk | 3 | 6,480. |
| 0403 | Senior Clerk | 1 | 7,872. |
| 0403 | Senior Clerk | 1 | 7,152. |
| 0403 | Senior Clerk | 1 | 6,804. |
| 0403 | Senior Clerk | 2 | 6,480. |
| 0403 | Senior Clerk | 4 | 5,340. |
| 0401 | Junior Clerk | 1 | 7,500. |
| 0401 | Junior Clerk | 2 | 7,152. |
| 0401 | Junior Clerk | 1 | 6,180. |
| 0401 | Junior Clerk | 4 | 5,340. |
| 0401 | Junior Clerk | 2 | 5,088. |
| 0401 | Junior Clerk | 10 | 4,848. |
| 7114 | Chauffeur (255d) (2,040h) | 2 | 4.70h |
| | Schedule Salary Adjustments | | 21,903. |
| | | 325 | 2,461,635. |
| | | 1,694 | 14,873,354. |
| | Less Turnover | | 736,810. |
| | | | $ 14,136,544. |

100-Corporate Fund

## Board of Health—*Continued*

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **Automobile Allowance—schedule rate** | | |
| 6755 | Compensation for use of personally owned automobiles by: | | |
| | Assistant Commissioner of Health | 1 | |
| | Assistant Commissioner—In Charge Administration | 1 | |
| | Director Administrative and Fiscal Services | 1 | |
| | Chief of Dairy Inspection Section | 1 | |
| | At $90.00 per month when assigned to Country Dairy Inspection and at $55.00 per month when assigned to City Dairy Inspection. | | |
| | Supervising Dairy Inspector | 5 | |
| | Dairy Inspector | 33 | |
| | Supervising Food Inspector | 4 | |
| | Food Inspector | 1 | |
| | Assistant to Chief of Dairy Inspection Section | 2 | |
| | Rodent Control Officer | 1 | |
| | Chief Sanitary Officer | 1 | |
| | Supervising Sanitary Inspector | 2 | |
| | Director of Public Health Nursing | 1 | |
| | Assistant Director of Nurses | 1 | |
| | Public Health Nurse III | 5 | |
| | Public Health Nurse II | 2 | |
| | Director of Dental Health Services | 1 | |
| | Assistant Chief of Dental Health | 1 | |
| | Physician | 40 | |
| | Public Health Physician | 13 | |
| | Fiscal Officer | 1 | |
| | Clinic Administrator II | 2 | |
| | | 120 | $ 40,000. |

100-Corporate Fund

# COMMISSION ON HUMAN RELATIONS

## DISTRIBUTION OF APPROPRIATIONS BY ORGANIZATIONAL ACTIVITIES

| CODE | ORGANIZATIONAL ACTIVITY | Year | Number of Positions | Personal Services | Contractual Services | Travel | Commodities | Contingencies | Specific Purposes | Total Operating Expense | Capital Outlay | Total Appropriation |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **3410** | **Promoting Human Relations** | 1970 | 41 | $ 438,897 | $ 54,050 | $ 6,700 | $ 4,000 | $ 2,000 | $ 75,000 | $ 580,647 | $ 1,000 | $ 581,647 |
| | | 1969 | 44 | $ 418,755 | $ 50,850 | $ 6,700 | $ 4,000 | $ 2,000 | $ 75,000 | $ 557,305 | $ 3,000 | $ 560,305 |

## PERFORMANCE DATA

| | | WORK UNITS | | | | PERSONNEL | | | | | | OPERATING COSTS | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Number | | | Number | | Man-Hours | | Man-Hours Per-Unit | | Total for Year | | Av. Cost Per-Unit | |
| CODE | ACTIVITY AND SUB-ACTIVITY | Name | Est. 1970 | Budget 1969 | Act. 1968 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 |
| **3410** | **Promoting Human Relations:** | | ........ | ........ | ........ | 41 | 44 | 74,602 | 80,080 | ........ | ........ | $ 580,647 | $ 557,305 | ........ | ........ |
| **01** | **Administrative and clerical** | | ........ | ........ | ........ | 14 | 16 | 25,480 | 29,120 | ........ | ........ | 170,786 | 155,395 | ........ | ........ |
| 02 | Enforcing Chicago Fair Housing Ordinance | | ........ | ........ | ........ | 11 | 12 | 20,002 | 21,840 | ........ | ........ | 121,961 | 128,626 | ........ | ........ |
| **03** | **Conducting human relations research** | | ........ | ........ | ........ | 3 | 4 | 5,460 | 7,280 | ........ | ........ | 52,261 | 52,760 | ........ | ........ |
| **04** | **Investigating complaints and incidents** | | ........ | ........ | ........ | 13 | 12 | 23,660 | 21,840 | ........ | ........ | 160,639 | 145,524 | ........ | ........ |
| 05 | Fair Housing activities | | ........ | ........ | ........ | ---- | ---- | ........ | ........ | ........ | ........ | 75,000 | 75,000 | ........ | ........ |

100-Corporate Fund

## COMMISSION ON HUMAN RELATIONS

**The Commission cooperates with City Departments** and Agencies in obtaining equal services and opportunities for all persons, without regard to race, color, creed, or national origin. The Commission is responsible for implementing civil rights laws, fair housing ordinance, and fair employment clause in all City contracts.

| Code | | Amounts Appropriated |
|---|---|---|
| .005 | Salaries and Wages—on Payroll | $ 430,788. |
| .015 | Schedule Salary Adjustments | 8,109. |
| *3410.000 | For Personal Services | 438,897. |
| .126 | Office Conveniences | 500. |
| .130 | Postage and Postal Charges | 7,000. |
| .150 | Publications | 11,000. |
| .155 | Rental of Property | 30,000. |
| .157 | Rental of Equipment and Services | 2,500. |
| .162 | Repair or Maintenance of Equipment | 800. |
| .166 | Subscriptions and Dues | 500. |
| .176 | Maintenance and Operation—City Owned Vehicles | 250. |
| .182 | Heat, Light and Power (Public) | 1,500. |
| ***3410.100** | **For Contractual Services** | 54,050. |
| .224 | Automobile Allowance—mileage basis | 3,500. |
| .245 | Reimbursement to Travelers | 2,000. |
| .270 | Local Transportation | 1,200. |
| ***3410.200** | **For Travel** | 6,700. |
| .350 | Stationery and Office Supplies | 4,000. |
| ***3410.300** | **For Commodities** | 4,000. |
| .424 | Furniture and Furnishings | 1,000. |
| *3410.400 | **For Equipment** | 1,000. |
| ***3410.700** | **For Contingencies** | 2,000. |
| ***3410.802** | For Expense of Fair Housing Activities | 75,000. |
| | ***Total for Commission on Human Relations** | $ 581,647. |

### POSITIONS AND SALARIES

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **PROMOTING HUMAN RELATIONS—3410** | | |
| 9741 | Director of Human Relations | 1 | $ 21,000. |
| 3064 | Deputy Director of Human Relations | 1 | 20,928. |
| 0306 | Assistant to the Director | 1 | 13,476. |
| 0303 | Administrative Assistant III | 1 | 14,148. |
| 0303 | Administrative Assistant III | 1 | 11,652. |
| 0303 | Administrative Assistant III | 1 | 10,560. |
| 3096 | Director of Fair Housing | 1 | 16,380. |

## Commission on Human Relations—*Continued*

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| **PROMOTING HUMAN RELATIONS—3410—Continued** | | | |
| 3043 | Assistant Director of Fair Housing | 1 | $ 12,840. |
| 0739 | Director of Information and Research | 1 | 14,856. |
| 0735 | Assistant Director of Information and Research | 1 | 12,840. |
| 3097 | Director of Compliance and Investigations | 1 | 17,220. |
| 3032 | Assistant Director of Compliance and Investigations | 1 | 14,856. |
| 3083 | Supervisor of Educational Services | 1 | 14,856. |
| 3051 | Supervisor of Investigative Services | 1 | 13,476. |
| 3013 | Human Relations Officer III | 1 | 11,100. |
| 3013 | Human Relations Officer III | 1 | 10,056. |
| 3008 | Human Relations Officer II | 2 | 10,056. |
| 3008 | Human Relations Officer II | 5 | 9,564. |
| 3008 | Human Relations Officer II | 1 | 9,120. |
| 3009 | Human Relations Officer I | 1 | 9,120. |
| 3009 | Human Relations Officer I | 3 | 8,688. |
| 3009 | Human Relations Officer I | 2 | 8,268. |
| 0742 | Public Information Assistant II | 1 | 8,268. |
| 0732 | Information Aide (Foreign Language) | 1 | 6,480. |
| 0809 | Executive Secretary I | 1 | 9,564. |
| 0805 | Secretary | 1 | 7,152. |
| 0823 | Senior Stenographer | 1 | 6,804. |
| 0823 | Senior Stenographer | 2 | 6,180. |
| 0823 | Senior Stenographer | 1 | 5,604. |
| 0821 | Junior Stenographer | 1 | 5,088. |
| 0836 | Senior Typist | 1 | 5,604. |
| 0461 | Messenger Clerk | 1 | 4,848. |
| | Schedule Salary Adjustments | | 8,109. |
| | | 41 | $ 438,897. |

100-Corporate Fund

# COMMISSION FOR THE REHABILITATION OF PERSONS

## DISTRIBUTION OF APPROPRIATIONS BY ORGANIZATIONAL ACTIVITIES

| CODE | ORGANIZATIONAL ACTIVITY | Year | Number of Positions | Personal Services | Contractual Services | Travel | Commodities | Contingencies | Specific Purposes | Total Operating Expense | Capital Outlay | Total Appropriation |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 3440 | Assistance Services to Control Alcoholism | 1970 | 59 | $ 597,509 | $ 26,500 | $ 4,000 | $ 70,500 | $ 3,000 | ............... | $ 701,509 | $ 14,000 | $ 715,509 |
| | | 1969 | 61 | $ 571,978 | $ 25,000 | $ 3,000 | $ 54,500 | $ 3,000 | ............... | $ 657,478 | $ 27,000 | $ 684,478 |

## PERFORMANCE DATA

| CODE | ACTIVITY AND SUB-ACTIVITY | WORK UNITS | | | | PERSONNEL | | | | | | OPERATING COSTS | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Name | Number | | | Number | | Man-Hours | | Man-Hours Per-Unit | | Total for Year | | Av. Cost Per-Unit | |
| | | | Est. 1970 | Budget 1969 | Act. 1968 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 |
| 3440 | Assistance Services to Control Alcoholism: | | ............ | ............ | ............ | 59 | 61 | 105,482 | 109,590 | ........ | ........ | $ 701,509 | $ 657,478 | ........ | ........ |
| 01 | Administrative, Clerical and Custodial | | ............ | ............ | ............ | 14 | 8 | 26,780 | 15,080 | ........ | ........ | 148,240 | 81,211 | ........ | ........ |
| 02 | Caring for Physical Health of Patients | Patient—Day | 21,840 | 21,840 | 24,090 | 25 | 26 | 44,681 | 47,320 | 2.05 | 2.17 | 238,518 | 248,513 | $11.76 | $11.37 |
| 03 | Caring for Mental Health of Patients | Patient—Day | 21,840 | 21,840 | 24,090 | 13 | 14 | 21,931 | 23,660 | 1.00 | 1.08 | 169,714 | 155,422 | 7.78 | 7.11 |
| 04 | Meals Prepared and Served | Meal | 80,886 | 77,792 | 86,882 | 1 | 1 | 2,080 | 2,080 | .03 | .03 | 46,972 | 37,970 | .58 | .48 |
| 05 | Out-Patient Treatment | Patient—Visit | 8,000 | 8,000 | 8,000 | 6 | 12 | 10,010 | 21,450 | 1.48 | 2.68 | 98,065 | 134,362 | 12.25 | 16.79 |

## COMMISSION FOR THE REHABILITATION OF PERSONS

**The Commission offers medical and psychiatric assistance to individuals requesting treatment for alcoholism.**

| Code | | Amounts Appropriated |
|---|---|---|
| .005 | Salaries and Wages—on Payroll | $ 584,940. |
| .010 | Salaries and Wages—on Voucher | 6,500. |
| .015 | Schedule Salary Adjustments | 4,319. |
| .097 | Uniform Allowance—Nurses | 1,600. |
| .099 | Uniform Allowance for Cooks | 150. |
| *3440.000 | **For Personal Services** | 597,509. |
| .130 | Postage and Postal Charges | 2,500. |
| .149 | Other Professional and Technical Services | 10,000. |
| .150 | Publications | 5,000. |
| .157 | Rental of Equipment and Services | 1,500. |
| .162 | Repair or Maintenance of Equipment | 1,500. |
| .166 | Subscriptions and Dues | 1,000. |
| .169 | Technical Meeting Costs | 500. |
| .176 | Maintenance and Operation—City Owned Vehicles | 500. |
| .186 | Telephone | 4,000. |
| *3440.100 | **For Contractual Services** | 26,500. |
| .245 | Reimbursement to Travelers | 2,000. |
| .270 | Local Transportation | 2,000. |
| *3440.200 | **For Travel** | 4,000. |
| .320 | Gasoline | 500. |
| .330 | Food | 39,000. |
| .340 | Material and Supplies | 15,000. |
| .342 | Drug, Medical and Chemical Materials and Supplies | 10,000. |
| .345 | Apparatus and Instruments | 1,000. |
| .348 | Books and Related Materials | 2,000. |
| .350 | Stationery and Office Supplies | 3,000. |
| *3440.300 | **For Commodities** | 70,500. |
| .422 | Office Machines | 2,000. |
| .424 | Furniture and Furnishings | 5,000. |
| .450 | Vehicles | 4,000. |
| *3440.400 | **For Equipment** | 11,000. |
| .526 | Improvements | 3,000. |
| *3440.500 | **For Permanent Improvements** | 3,000. |
| *3440.700 | **For Contingencies** | 3,000. |
| | ***Total for Commission for the Rehabilitation of Persons** | $ 715,509. |

## Commission for the Rehabilitation of Persons—*Continued*

### POSITIONS AND SALARIES

| Code | Positions | No. | Rate |
|---|---|---|---|
| | When authorized by the Director of the Rehabilitation Center, employes of the Rehabilitation Center may be given one meal daily for each day worked at the Center. | | |
| | **ASSISTANCE SERVICES TO CONTROL ALCOHOLISM—3440** | | |
| 9688 | Director of Rehabilitation Center | 1 | $ 16,500. |
| 3333 | Medical Director (Rehabilitation) | 1 | 20,316. |
| 0302 | Administrative Assistant II | 1 | 11,100. |
| 0809 | Executive Secretary I | 1 | 9,564. |
| 3363 | Physician | 3 | 18,420. |
| 3317 | Resident Physician | 1 | 6,804. |
| 3317 | Resident Physician | 1 | 6,180. |
| 3384 | Psychiatrist (PT-A) | 1 | 18,816. |
| 3384 | Psychiatrist (PT-A) | 1 | 16,248. |
| 3540 | Chief of Mental Health Services | 1 | 18,084. |
| 3538 | Psychologist III | 1 | 13,476. |
| 3538 | Psychologist III | 1 | 12,840. |
| 3538 | Psychologist III (PT-A) | 1 | 10,260. |
| 3538 | Psychologist III (PT-B) | 1 | 6,732. |
| 3535 | Psychologist I (PT-A) | 1 | 6,948. |
| 3520 | Chief Psychiatric Social Service Worker | 1 | 14,856. |
| 3516 | Psychiatric Social Worker III | 1 | 11,652. |
| 3515 | Psychiatric Social Worker II | 2 | 10,056. |
| 3515 | Psychiatric Social Worker II | 2 | 9,564. |
| 3569 | Caseworker Aide | 1 | 6,180. |
| 3510 | Physical Instructor | 1 | 9,120. |
| 3134 | Medical Technologist II | 1 | 10,056. |
| 3618 | Supervisor of Nurses | 1 | 10,608. |
| 3616 | Head Nurse | 1 | 9,168. |
| 3615 | Hospital Nurse | 2 | 10,608. |
| 3615 | Hospital Nurse | 2 | 10,104. |
| 3615 | Hospital Nurse | 4 | 9,624. |
| 3615 | Hospital Nurse | 1 | 9,168. |
| 3615 | Hospital Nurse | 3 | 8,328. |
| 3620 | Hospital Licensed Practical Nurse | 1 | 7,152. |
| 3620 | Hospital Licensed Practical Nurse | 1 | 6,180. |
| 3510 | Physical Instructor | 1 | 9,564. |
| 3552 | Rehabilitation Representative | 1 | 9,120. |
| 3552 | Rehabilitation Representative | 1 | 7,500. |
| 3167 | Medical X-Ray Technician I (PT-B) | 1 | 3,744. |
| 0549 | Medical Records Librarian | 1 | 9,120. |
| 0846 | Medical Stenographer | 1 | 6,804. |
| 0846 | Medical Stenographer | 1 | 6,480. |
| 0836 | Senior Typist | 1 | 5,340. |
| 0733 | Information Representative I | 1 | 7,872. |
| 0684 | Senior Telephone Operator | 1 | 5,892. |
| 1811 | Storekeeper | 1 | 7,500. |
| 2620 | Head Housekeeper | 1 | 605.00m |
| 2735 | Cook | 1 | 637.00m |
| 4223 | Janitor | 2 | 630.00m |
| 9555 | Maid | 2 | 357.00m |
| | Schedule Salary Adjustments | | 4,319. |
| | | 59 | $ 589,259. |

100-Corporate Fund

## DEPARTMENT OF HUMAN RESOURCES

### DISTRIBUTION OF APPROPRIATIONS BY ORGANIZATIONAL ACTIVITIES

| CODE | ORGANIZATIONAL ACTIVITY | Year | Number of Positions | Personal Services | Contractual Services | Travel | Commodities | Contingencies | Specific Purposes | Total Operating Expense | Capital Outlay | Total Appropriation |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 3461 | Administration | 1970 | 43 | $ 479,916 | $ 9,950 | $ 7,390 | $ 7,056 | $ 9,500 | $ 80,000 | $ 593,812 | $ 11,307 | $ 605,119 |
| | | 1969 | 6 | 163,776 | 10,000 | 5,000 | 1,500 | 500 | 79,992 | 260,768 | 1,000 | 261,768 |
| 3462 | Division of Research | 1970 | 17 | 189,443 | 11,000 | 3,069 | 2,931 | ............ | ............ | 206,443 | 2,765 | 209,208 |
| | | 1969 | 25 | 232,136 | 11,000 | 5,000 | 3,500 | 1,000 | ............ | 252,636 | 5,000 | 257,636 |
| 3463 | Division of Public Information | 1970 | 14 | 160,026 | 29,000 | 1,737 | 1,659 | ............ | ............ | 192,422 | 2,784 | 195,206 |
| | | 1969 | 7 | 61,905 | 29,000 | 4,000 | 4,900 | 300 | ............ | 100,105 | 1,000 | 101,105 |
| 3464 | Division of Planning | 1970 | 13 | 180,206 | 10,000 | 2,947 | 2,814 | ............ | ............ | 195,967 | 4,528 | 200,495 |
| | | 1969 | 28 | 259,140 | 10,000 | 5,000 | 2,500 | 1,000 | ............ | 277,640 | 10,000 | 287,640 |
| 3465 | Division of Community Services | 1970 | 275 | 1,710,361 | 150,000 | 9,276 | 11,252 | ............ | ............ | 1,880,889 | 27,844 | 1,908,733 |
| | | 1969 | 288 | 1,637,391 | 150,000 | 15,000 | 15,150 | 3,000 | ............ | 1,820,541 | 33,100 | 1,853,641 |
| **3466** | **Division of Correctional Services** | 1970 | 76 | 663,994 | 40,000 | 9,179 | 8,767 | ............ | ............ | 721,940 | 10,232 | 732,172 |
| | | 1969 | 86 | 692,111 | 40,000 | 5,000 | 4,000 | 2,000 | ............ | 743,111 | 10,000 | 753,111 |
| 3467 | Division for Senior Citizens | 1970 | 21 | 225,040 | 10,000 | 3,668 | 3,503 | ............ | ............ | 242,211 | 4,568 | 246,779 |
| | | 1969 | 20 | 195,610 | 10,000 | 5,000 | 1,500 | 1,000 | ............ | 213,110 | 5,000 | 218,110 |
| **3468** | **Division of Family Services** | 1970 | 11 | 132,620 | 4,500 | 2,586 | 2,469 | ............ | ............ | 142,175 | 2,728 | 144,903 |
| | | 1969 | 8 | 92,504 | 150 | 800 | 4,000 | 600 | ............ | 98,054 | 500 | 98,554 |
| **3469** | **Division of Manpower** | 1970 | 5 | 60,858 | 4,000 | 1,098 | 1,049 | ............ | ............ | 67,005 | 1,584 | 68,589 |
| | | 1969 | 1 | 21,984 | 50 | 50 | 200 | 100 | ............ | 22,384 | 100 | 22,484 |
| | **Totals** | 1970 | 475 | $3,802,464 | $ 268,450 | $40,950 | $ 41,500 | $ 9,500 | $ 80,000 | $4,242,864 | $ 68,340 | $4,311,204 |
| | | 1969 | 469 | $3,356,557 | $ 260,200 | $44,850 | $ 37,250 | $ 9,500 | $ 79,992 | $3,788,349 | $ 65,700 | $3,854,049 |

100-Corporate Fund

## DEPARTMENT OF HUMAN RESOURCES

The Department of Human Resources cooperates with citizens, public and private agencies and officiais in carrying out a comprehensive program of services for youth, for families, for new residents, for manpower and for older adults.

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| Code | | Amounts Appropriated |
|---|---|---|
| .005 | Salaries and Wages on Payroll | $ 3,728,064. |
| .010 | Salaries and Wages—on Voucher | 25,000. |
| .015 | Schedule Salary Adjustments | 49,400. |
| *3460.000 | **For Personal Services** | 3,802,464. |
| .125 | Office and Building Services | 40,000. |
| .130 | Postage and Postal Charges | 20,000. |
| .149 | Other Professional and Technical Services | 10,000. |
| .150 | Publications | 20,000. |
| .155 | Rental of Property | 109,968. |
| .157 | Rental of Equipment and Services | 20,000. |
| .162 | Repair or Maintenance of Equipment | 4,482. |
| .166 | Subscriptions and Dues | 4,000. |
| .169 | Technical Meeting Costs | 5,000. |
| .176 | Maintenance and Operation—City Owned Vehicles | 4,000. |
| .182 | Heat, Light and Power (Public) | 11,000. |
| .186 | Telephone | 20,000. |
| *3460.100 | **For Contractual Services** | 268,450. |
| .224 | Automobile Allowance—mileage basis | 20,000. |
| .228 | Automobile Allowance—schedule rate | 2,000. |
| .245 | Reimbursement to Travelers | 12,000. |
| .270 | Local Transportation | 6,950. |
| *3460.200 | **For Travel** | 40,950. |
| .320 | Gasoline | 4,000. |
| .340 | Material and Supplies | 5,000. |
| .348 | Books and Related Materials | 5,000. |
| .350 | Stationery and Office Supplies | 27,500. |
| *3460.300 | **For Commodities** | 41,500. |
| .422 | Office Machines | 28,000. |
| .424 | Furniture and Furnishings | 33,340. |
| .450 | Vehicles | 7,000. |
| *3460.400 | **For Equipment** | 68,340. |
| *3460.700 | **For Contingencies** | 9,500. |
| *3460.801 | For Expense of Community Leadership Development | 80,000. |
| | ***Total for Department of Human Resources** | $ 4,311,204. |

## Department of Human Resources—*Continued*

### POSITIONS AND SALARIES

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **DIVISION OF ADMINISTRATION—3461** | | |
| 9684 | Commissioner—Human Resources | 1 | $ 31,000. |
| 3022 | Deputy Commissioner—Human Resources | 1 | 28,000. |
| 3023 | Deputy Commissioner—Field Services | 1 | 25,000. |
| 0308 | Staff Assistant | 1 | 16,380. |
| 0308 | Staff Assistant | 1 | 11,100. |
| 0810 | Executive Secretary II | 1 | 10,056. |
| 0809 | Executive Secretary I | 1 | 9,564. |
| 0809 | Executive Secretary I | 1 | 8,268. |
| 0805 | Secretary | 1 | 7,500. |
| | Schedule Salary Adjustments | | 516. |
| | | 9 | 147,384. |
| | **ADMINISTRATIVE SERVICES—3461** | | |
| 0343 | Director—Finance and Administration | 1 | 19,932. |
| 2917 | Coordinator of Special Services | 1 | 18,084. |
| 3060 | Supervisor of Training and Development | 1 | 14,148. |
| 3062 | Training Agent II | 1 | 14,148. |
| 1383 | Personnel Technician III | 1 | 13,476. |
| 1302 | Administrative Services Officer II | 1 | 14,856. |
| 0303 | Administrative Assistant III | 1 | 14,148. |
| 0303 | Administrative Assistant III | 1 | 11,652. |
| 0302 | Administrative Assistant II | 1 | 10,560. |
| 0302 | Administrative Assistant II | 1 | 9,564. |
| 0302 | Administrative Assistant II | 2 | 9,120. |
| 0302 | Administrative Assistant II | 1 | 8,268. |
| 0101 | Accountant I | 1 | 8,688. |
| 0147 | Principal Account Clerk | 1 | 7,152. |
| 0146 | Senior Account Clerk | 1 | 7,152. |
| 0146 | Senior Account Clerk | 1 | 5,604. |
| 0403 | Senior Clerk | 1 | 6,804. |
| 0403 | Senior Clerk | 1 | 6,180. |
| 0419 | Records Custodian | 1 | 5,604. |
| 0731 | Information Attendant | 1 | 6,480. |
| 0658 | Senior Multilith Operator | 1 | 5,604. |
| 0805 | Secretary | 1 | 7,500. |
| 0823 | Senior Stenographer | 1 | 6,480. |
| 0823 | Senior Stenographer | 2 | 6,180. |
| 0823 | Senior Stenographer | 1 | 5,604. |
| 0836 | Senior Typist | 1 | 6,804. |
| 0836 | Senior Typist | 2 | 5,604. |
| 0836 | Senior Typist | 1 | 5,340. |
| 0834 | Typist | 1 | 5,340. |
| 2925 | Adult Aide | 1 | 7,500. |
| 1811 | Storekeeper | 1 | 6,180. |
| | Schedule Salary Adjustments | | 6,872. |
| | | 34 | 307,532. |

100-Corporate Fund

## Department of Human Resources—*Continued*

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **DIVISION OF RESEARCH—3462** | | |
| 2901 | Director-Research | 1 | $ 19,932. |
| 1128 | Senior Applications Specialist | 1 | 16,380. |
| 2902 | Chief Research Analyst | 1 | 14,856. |
| 2921 | Senior Research Analyst | 1 | 12,840. |
| 2921 | Senior Research Analyst | 1 | 12,240. |
| 2922 | Research Analyst | 1 | 11,652. |
| 2922 | Research Analyst | 3 | 11,100. |
| 2922 | Research Analyst | 3 | 10,056. |
| 1734 | Senior Statistician | 1 | 8,268. |
| 0805 | Secretary | 1 | 7,500. |
| 0825 | Principal Stenographer | 1 | 6,480. |
| 0836 | Senior Typist | 2 | 5,892. |
| | Schedule Salary Adjustments | | 4,043. |
| | | 17 | 189,443. |
| | **DIVISION OF PUBLIC INFORMATION—3463** | | |
| 0781 | Coordinator-Division Information | 1 | 18,984. |
| 0782 | Director-Division Information | 1 | 18,084. |
| 0783 | Assistant Director-Division Information | 1 | 16,380. |
| 0783 | Assistant Director-Division Information | 1 | 13,476. |
| 0776 | Information Officer | 1 | 11,100. |
| 0746 | Staff Writer | 1 | 11,100. |
| 0746 | Staff Writer | 1 | 10,560. |
| 0746 | Staff Writer | 1 | 10,056. |
| 0746 | Staff Writer | 1 | 9,120. |
| 5743 | Graphic Artist III | 1 | 11,100. |
| 0302 | Administrative Assistant II | 1 | 8,268. |
| 0741 | Public Information Assistant I | 1 | 7,152. |

## Department of Human Resources—*Continued*

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **DIVISION OF PUBLIC INFORMATION—3463 —Continued** | | |
| 0825 | Principal Stenographer | 2 | $ 6,480. |
| | Schedule Salary Adjustments | | 1,686. |
| | | 14 | 160,026. |
| | **DIVISION OF PLANNING—3464** | | |
| 1432 | Director-Planning | 1 | 21,984. |
| 3024 | Assistant Director-Planning | 1 | 19,932. |
| 2918 | Chief Planning Analyst | 1 | 18,984. |
| 2918 | Chief Planning Analyst | 1 | 16,380. |
| 2919 | Senior Planning Analyst | 1 | 14,148. |
| 2919 | Senior Planning Analyst | 1 | 13,476. |
| 2919 | Senior Planning Analyst | 1 | 12,840. |
| 2919 | Senior Planning Analyst | 1 | 12,240. |
| 2920 | Planning Analyst | 2 | 11,100. |
| 0302 | Administrative Assistant II | 1 | 9,564. |
| 0805 | Secretary | 1 | 6,804. |
| 0836 | Senior Typist | 1 | 5,340. |
| | Schedule Salary Adjustments | | 6,314. |
| | | 13 | 180,206. |
| | **DIVISION OF COMMUNITY SERVICES—3465** | | |
| 2903 | Director-Community Services | 1 | 21,984. |
| 3068 | Deputy Director-Community Services | 1 | 20,928. |
| 3076 | Coordinator of Community Services | 2 | 16,380. |
| 3076 | Coordinator of Community Services | 1 | 15,600. |
| 2904 | Supervisor of Special Services | 1 | 17,220. |
| 2905 | Community Services Consultant | 1 | 14,148. |
| 2905 | Community Services Consultant | 1 | 12,840. |
| 3034 | Community Unit Director II | 1 | 15,600. |
| 3034 | Community Unit Director II | 5 | 13,476. |

## Department of Human Resources—*Continued*

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **DIVISION OF COMMUNITY SERVICES—3465 —Continued** | | |
| 3034 | Community Unit Director II | 5 | $ 12,840. |
| 3034 | Community Unit Director II | 3 | 12,240. |
| 3033 | Community Unit Director I | 5 | 12,240. |
| 3033 | Community Unit Director I | 4 | 11,652. |
| 3033 | Community Unit Director I | 4 | 11,100. |
| 3075 | Neighborhood Worker III | 2 | 12,240. |
| 3075 | Neighborhood Worker III | 3 | 11,100. |
| 3075 | Neighborhood Worker III | 2 | 10,056. |
| 3075 | Neighborhood Worker III | 8 | 9,564. |
| 3075 | Neighborhood Worker III | 5 | 9,120. |
| 3073 | Neighborhood Worker II | 2 | 9,564. |
| 3073 | Neighborhood Worker II | 1 | 9,120. |
| 3073 | Neighborhood Worker II | 5 | 8,688. |
| 3073 | Neighborhood Worker II | 5 | 8,268. |
| 3074 | Neighborhood Worker I | 3 | 8,688. |
| 3074 | Neighborhood Worker I | 6 | 8,268. |
| 3074 | Neighborhood Worker I | 14 | 7,872. |
| 3074 | Neighborhood Worker I | 10 | 7,500. |
| 3029 | Youth Worker Trainee II | 3 | 7,152. |
| 3029 | Youth Worker Trainee II | 3 | 6,804. |
| 3029 | Youth Worker Trainee II | 4 | 6,480. |
| 3028 | Youth Worker Trainee I | 4 | 5,340. |
| 3028 | Youth Worker Trainee I | 1 | 5,088. |
| 3012 | Neighborhood Assistant II (20h per week) | 13 | 3,576. |
| 3012 | Neighborhood Assistant II (20h per week) | 26 | 3,402. |
| 3012 | Neighborhood Assistant II (20h per week) | 21 | 3,240. |
| 3012 | Neighborhood Assistant II (20h per week) | 10 | 3,090. |
| 3011 | Neighborhood Assistant I (20h per week) | 17 | 2,946. |
| 3011 | Neighborhood Assistant I (20h per week) | 33 | 2,802. |
| 3011 | Neighborhood Assistant I (20h per week) | 13 | 2,670. |
| 3011 | Neighborhood Assistant I (20h per week) | 2 | 2,544. |
| 0805 | Secretary | 1 | 7,500. |
| 0825 | Principal Stenographer | 2 | 6,804. |
| 0823 | Senior Stenographer | 1 | 6,180. |
| 0823 | Senior Stenographer | 1 | 5,892. |
| 0836 | Senior Typist | 2 | 6,804. |
| 0836 | Senior Typist | 3 | 6,480. |
| 0836 | Senior Typist | 2 | 6,180. |
| 0836 | Senior Typist | 4 | 5,892. |
| 0836 | Senior Typist | 6 | 5,604. |
| 0836 | Senior Typist | 2 | 5,340. |
| | Schedule Salary Adjustments | | 7,939. |
| | | 275 | 1,710,361. |
| | **DIVISION OF CORRECTIONAL SERVICES—3466** | | |
| 3026 | Director-Correctional Services | 1 | 24,228. |
| 2909 | Assistant Director-Correctional Services | 1 | 16,380. |
| 2910 | Coordinator for Field Services | 2 | 16,380. |

## Department of Human Resources—*Continued*

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **DIVISION OF CORRECTIONAL SERVICES—3466 —Continued** | | |
| 3034 | Community Unit Director II | 2 | $ 13,476. |
| 3034 | Community Unit Director II | 3 | 12,840. |
| 3034 | Community Unit Director II | 1 | 12,240. |
| 3033 | Community Unit Director I | 2 | 12,840. |
| 3033 | Community Unit Director I | 1 | 11,100. |
| 3075 | Neighborhood Worker III | 1 | 11,100. |
| 3075 | Neighborhood Worker III | 2 | 10,560. |
| 3075 | Neighborhood Worker III | 2 | 10,056. |
| 3075 | Neighborhood Worker III | 6 | 9,564. |
| 3075 | Neighborhood Worker III | 6 | 9,120. |
| 3073 | Neighborhood Worker II | 1 | 9,564. |
| 3073 | Neighborhood Worker II | 2 | 9,120. |
| 3073 | Neighborhood Worker II | 8 | 8,688. |
| 3073 | Neighborhood Worker II | 9 | 8,268. |
| 3074 | Neighborhood Worker I | 2 | 7,872. |
| 3012 | Neighborhood Assistant II (20h per week) | 1 | 3,240. |
| 3012 | Neighborhood Assistant II (20h per week) | 11 | 3,090. |
| 0825 | Principal Stenographer | 2 | 6,480. |
| 0823 | Senior Stenographer | 1 | 6,804. |
| 0836 | Senior Typist | 1 | 6,804. |
| 0836 | Senior Typist | 1 | 6,480. |
| 0836 | Senior Typist | 1 | 6,180. |
| 0836 | Senior Typist | 2 | 5,892. |
| 0836 | Senior Typist | 1 | 5,604. |
| 0836 | Senior Typist | 3 | 5,340. |
| | Schedule Salary Adjustments | | 14,368. |
| | | 76 | 663,994. |
| | **DIVISION FOR SENIOR CITIZENS—3467** | | |
| 3027 | Director—Senior Citizens | 1 | 24,228. |
| 2913 | Assistant Director-Senior Citizens | 1 | 17,220. |
| 3015 | Director of Adult Education Programs | 1 | 13,476. |
| 3016 | Director for Services and Projects | 1 | 14,148. |
| 3017 | Director for Community Education | 1 | 14,856. |
| 3019 | Retirement Planning Supervisor | 1 | 11,652. |
| 2924 | Supervisor-Information and Referral | 1 | 11,100. |
| 3031 | Specialist in Aging II | 1 | 10,560. |
| 3031 | Specialist in Aging II | 1 | 9,564. |
| 3030 | Specialist in Aging I | 1 | 7,872. |
| 3030 | Specialist in Aging I | 2 | 7,500. |
| 0308 | Staff Assistant | 1 | 12,840. |
| 0302 | Administrative Assistant II | 1 | 10,056. |

100-Corporate Fund

## Department of Human Resources—*Continued*

### POSITIONS AND SALARIES

| Code | Positions | No. | Rate |
|---|---|---|---|
| **DIVISION FOR SENIOR CITIZENS—3467—Continued** | | | |
| 0809 | Executive Secretary I | 1 | $ 8,688. |
| 0805 | Secretary | 1 | 7,500. |
| 0825 | Principal Stenographer | 3 | 6,804. |
| 0823 | Senior Stenographer | 1 | 6,180. |
| 0836 | Senior Typist | 1 | 5,892. |
| | Schedule Salary Adjustments | | 3,796. |
| | | 21 | 225,040. |
| | **DIVISION OF FAMILY SERVICES—3468** | | |
| 3054 | Director—Family Services | 1 | 21,984. |
| 2906 | Family Programs Coordinator | 3 | 13,476. |
| 2923 | Family Services Consultant | 1 | 14,148. |
| 2908 | Family Services Specialist II | 1 | 13,476. |
| 2907 | Family Services Specialist I | 1 | 10,056. |
| 2907 | Family Services Specialist I | 1 | 9,120. |
| 0805 | Secretary | 1 | 7,152. |
| 0823 | Senior Stenographer | 1 | 6,480. |
| 0403 | Senior Clerk | 1 | 6,804. |
| | Schedule Salary Adjustments | | 2,972. |
| | | 11 | 132,620. |
| | **DIVISION OF MANPOWER—3469** | | |
| 3021 | Director—Manpower | 1 | 19,932. |
| 2911 | Coordinator-Employer Resources | 1 | 14,148. |
| 2912 | Coordinator-Institutional Resources | 1 | 13,476. |
| 0805 | Secretary | 1 | 6,804. |
| 0823 | Senior Stenographer | 1 | 5,604. |
| | Schedule Salary Adjustments | | 894. |
| | | 5 | 60,858. |
| | | 475 | $ 3,777,464. |
| | **Automobile Allowance—schedule rate** | | |
| 6755 | Compensation for use of personally owned automobiles by: | | |
| | Director—Finance and Administration | 1 | |
| | Deputy Director—Community Organization | 1 | |
| | Assistant Director—Correctional Services | 2 | |
| | Coordinator for Field Services | 2 | |
| | | 6 | $ 2,000. |

# BOARDS

| Code | | Amounts Appropriated |
|---|---|---|
| | **POLICE BOARD—4101** | |
| .005 | Salaries and Wages—on Payroll | $ 20,040. |
| .015 | Schedule Salary Adjustments | 276. |
| ***4101.000** | **For Personal Services** | 20,316. |
| ***4101.801** | **For expense of Board** | 10,000. |
| | ***Total for Police Board** | $ 30,316. |

## POSITIONS AND SALARIES

| Code | Positions | No. | Rate |
|---|---|---|---|
| 9689 | Secretary of the Board | 1 | $ 14,148. |
| 0823 | Senior Stenographer | 1 | 5,892. |
| | Schedule Salary Adjustments | | 276. |
| | | 2 | $ 20,316. |

| Code | | Amounts Appropriated |
|---|---|---|
| | **MOTION PICTURE APPEAL BOARD—4102** | |
| .010 | Salaries and Wages—on Voucher | $ 20,000. |
| ***4102.000** | **For Personal Services** | 20,000. |
| | Professional and Technical Services: | |
| .143 | Court Reporting | 2,000. |
| ***4102.100** | **For Contractual Services** | 2,000. |
| | ***Total for Motion Picture Appeal Board** | $ 22,000. |

## POSITIONS AND SALARIES

| Code | Positions | No. | Rate |
|---|---|---|---|
| 9628 | Member | 5 | $50.00 Session |

100-Corporate Fund

# DEPARTMENT OF POLICE

## DISTRIBUTION OF APPROPRIATIONS BY ORGANIZATIONAL ACTIVITIES

| CODE | ORGANIZATIONAL ACTIVITY | Year | Number of Positions | Personal Services | Contractual Services | Travel | Commodities | Contingencies | Specific Purposes | Total Operating Expense | Capital Outlay | Total Appropriation |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **4111** | Administration—Departmental | 1970 | 17 | $ 260,717 | ........ | ........ | ........ | $ 100,000 | ........ | $ 360,717 | ........ | $ 360,717 |
| | | 1969 | 15 | 183,402 | ........ | ........ | ........ | 100,000 | ........ | 283,402 | ........ | 283,402 |
| **4112** | **Finance Services** | 1970 | 31 | 268,272 | $ 215,544 | ........ | $ 850 | ........ | ........ | 484,666 | $ 2,500 | 487,166 |
| | | 1969 | 26 | 209,103 | 12,544 | ........ | 850 | ........ | ........ | 222,497 | 2,500 | 224,997 |
| **4114** | **Personnel Services** | 1970 | 103 | 1,102,432 | 86,830 | ........ | 31,170 | ........ | ........ | 1,220,432 | 3,279 | 1,223,711 |
| | | 1969 | 103 | 983,986 | 74,505 | ........ | 25,879 | ........ | ........ | 1,084,370 | 2,181 | 1,086,551 |
| **4115** | **Police Planning Services** | 1970 | 40 | 484,683 | 130 | ........ | ........ | ........ | ........ | 484,813 | ........ | 484,813 |
| | | 1969 | 39 | 431,914 | 130 | ........ | ........ | ........ | ........ | 432,044 | ........ | 432,044 |
| **4116** | **Public Information Services** | 1970 | 19 | 187,432 | 71,400 | ........ | 3,660 | ........ | ........ | 262,492 | 1,000 | 263,492 |
| | | 1969 | 19 | 175,396 | 65,350 | ........ | 4,192 | ........ | ........ | 244,938 | ........ | 244,938 |
| **4121** | **Administration—Staff Services** | 1970 | 4 | 59,523 | 2,800 | ........ | ........ | ........ | ........ | 62,323 | ........ | 62,323 |
| | | 1969 | 4 | 54,012 | 11,300 | ........ | ........ | ........ | ........ | 65,312 | ........ | 65,312 |
| **4122** | **Maintaining Police Records and Communications** | 1970 | 767 | 6,964,403 | 685,497 | ........ | 66,354 | ........ | ........ | 7,716,254 | 83,679 | 7,799,933 |
| | | 1969 | 756 | 6,165,706 | 599,750 | ........ | 75,133 | ........ | ........ | 6,840,589 | 50,094 | 6,890,683 |
| 4123 | Providing Departmental Central Services | 1970 | 395 | 4,511,007 | 249,681 | ........ | 1,491,455 | ........ | ........ | 6,252,143 | 35,187 | 6,287,330 |
| | | 1969 | 385 | 3,833,560 | 147,365 | ........ | 1,321,803 | ........ | ........ | 5,302,728 | 29,216 | 5,331,944 |
| 4124 | Detection of Crime by Scientific Means | 1970 | 71 | 921,208 | 6,986 | ........ | 17,470 | ........ | ........ | 945,664 | 17,470 | 963,134 |
| | | 1969 | 69 | 800,133 | 6,600 | ........ | 18,250 | ........ | ........ | 824,983 | 5,415 | 830,398 |
| **4125** | **Maintaining Departmental Vehicles** | 1970 | 143 | 1,664,989 | 1,319,600 | ........ | 1,360,500 | ........ | ........ | 4,345,089 | 1,945,000 | 6,290,089 |
| | | 1969 | 131 | 1,378,303 | 935,250 | ........ | 1,095,000 | ........ | ........ | 3,408,553 | 1,815,000 | 5,223,553 |
| **4126** | **Maintaining Departmental Buildings** | 1970 | 131 | 1,142,077 | 450,800 | ........ | 31,600 | ........ | ........ | 1,624,477 | 181,835 | 1,806,312 |
| | | 1969 | 131 | 999,798 | 471,000 | ........ | 31,600 | ........ | ........ | 1,502,398 | 204,260 | 1,706,658 |

100-Corporate Fund

## Department of Police—*Continued*

### DISTRIBUTION OF APPROPRIATIONS BY ORGANIZATIONAL ACTIVITIES—Continued

| CODE | ORGANIZATIONAL ACTIVITY | Year | Number of Positions | Personal Services | Contractual Services | Travel | Commodities | Contingencies | Specific Purposes | Total Operating Expense | Capital Outlay | Total Appropriation |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **4127** | **Maintaining Departmental Radios** | 1970 | 82 | $1,266,889 | $ 40,000 | | $ 147,000 | | | $1,453,889 | $ 854,055 | $2,307,944 |
| | | 1969 | 76 | 1,125,124 | 25,000 | | 126,000 | | | 1,276,124 | 757,000 | 2,033,124 |
| **4128** | **Training Police Personnel** | 1970 | 105 | 1,303,843 | 75,454 | $19,048 | 20,447 | | | 1,418,792 | 8,900 | 1,427,692 |
| | | 1969 | 92 | 1,003,344 | 154,550 | 29,565 | 21,219 | | | 1,208,678 | 6,450 | 1,215,128 |
| **4129** | **Data Systems Division** | 1970 | 159 | 1,257,020 | 947,171 | | | | | 2,204,191 | 5,045 | 2,209,236 |
| | | 1969 | 153 | 1,118,118 | 821,617 | | | | | 1,939,735 | 12,071 | 1,951,806 |
| **4131** | **Administration—Inspections** | 1970 | 6 | 92,332 | | 2,000 | | | | 94,332 | | 94,332 |
| | | 1969 | 6 | 82,031 | | 2,000 | | | | 84,031 | | 84,031 |
| **4132** | **Conducting Internal Investigations** | 1970 | 114 | 1,588,836 | 22,050 | | | | | 1,610,886 | | 1,610,886 |
| | | 1969 | 114 | 1,379,655 | 22,050 | | | | | 1,401,705 | | 1,401,705 |
| **4134** | **Investigating Organized Criminal Activity** | 1970 | 212 | 2,693,134 | | | | | | 2,693,134 | 1,400 | 2,694,534 |
| | | 1969 | 212 | 2,338,263 | 1,000 | | | | | 2,339,263 | | 2,339,263 |
| **4135** | **Conducting Intelligence Surveys** | 1970 | 382 | 4,748,214 | 1,900 | | 600 | | | 4,750,714 | 5,000 | 4,755,714 |
| | | 1969 | 203 | 2,210,327 | 1,900 | | 300 | | | 2,212,527 | 5,000 | 2,217,527 |
| **4141** | **Administration—Field Services** | 1970 | 24 | 354,780 | | | | | | 354,780 | | 354,780 |
| | | 1969 | 24 | 317,449 | | | | | | 317,449 | | 317,449 |
| **4142** | **Community Services Division** | 1970 | 23 | 292,073 | | | | | | 292,073 | | 292,073 |
| | | 1969 | 23 | 256,579 | | | | | | 256,579 | | 256,579 |
| **4151** | **Administration—Patrol** | 1970 | 73 | 1,049,759 | 10,524 | | 66 | | | 1,060,349 | 400 | 1,060,749 |
| | | 1969 | 69 | 879,433 | 2,551 | | | | | 881,984 | 1,400 | 883,384 |
| **4152** | **Patrolling by Task Force** | 1970 | 854 | 10,647,159 | 12,056 | | 20,612 | | | 10,679,827 | 5,300 | 10,685,127 |
| | | 1969 | 853 | 9,215,985 | 11,206 | | 19,143 | | | 9,246,334 | 3,800 | 9,250,134 |

100-Corporate Fund

## Department of Police—*Continued*

### DISTRIBUTION OF APPROPRIATIONS BY ORGANIZATIONAL ACTIVITIES—Continued

| CODE | ORGANIZATIONAL ACTIVITY | Year | Number of Positions | Personal Services | Contractual Services | Travel | Commodities | Contingencies | Specific Purposes | Total Operating Expense | Capital Outlay | Total Appropriation |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **4153** | District Law Enforcement | 1970 | 9,278 | $96,995,660 | | | | | $ 50,000 | $97,045,660 | | $97,045,660 |
| | | 1969 | 9,057 | 79,362,966 | | | | | 25,000 | 79,387,966 | | 79,387,966 |
| 4154 | Providing Special Police Services | 1970 | 223 | 2,829,372 | | | | | | 2,829,372 | | 2,829,372 |
| | | 1969 | 133 | 1,493,504 | | | | | | 1,493,504 | | 1,493,504 |
| **4161** | Administration—Crime Detection | 1970 | 75 | 1,000,464 | $ 4,970 | | | | | 1,005,434 | | 1,005,434 |
| | | 1969 | 73 | 862,024 | 4,970 | | | | | 866,994 | $ 1,000 | 867,994 |
| **4162** | **Area Crime Detection** | 1970 | 1,102 | 14,310,473 | | | | | | 14,310,473 | | 14,310,473 |
| | | 1969 | 1,072 | 12,039,945 | | | | | | 12,039,945 | | 12,039,945 |
| **4171** | Administration—Crime Prevention | 1970 | 501 | 6,219,692 | 482 | | | | | 6,220,174 | 465 | 6,220,639 |
| | | 1969 | 487 | 5,220,402 | 696 | | | | | 5,221,098 | 465 | 5,221,563 |
| **4174** | Inspection—Entertainment Exhibitions | 1970 | 14 | 137,124 | 1,000 | | $ 650 | | | 138,774 | | 138,774 |
| | | 1969 | 14 | 121,333 | 1,000 | | 650 | | | 122,983 | | 122,983 |
| 4181 | Administration—Traffic Direction and Safety | 1970 | 39 | 503,208 | | | 850 | | | 504,058 | 825 | 504,883 |
| | | 1969 | 39 | 443,249 | | | 750 | | | 443,999 | 475 | 444,474 |
| **4182** | **Maintaining Traffic Records and Statistics** | 1970 | 101 | 703,915 | 53,232 | | 3,200 | | | 760,347 | | 760,347 |
| | | 1969 | 91 | 592,692 | 52,849 | | 3,200 | | | 648,741 | | 648,741 |
| **4183** | **Performing Special Traffic Services** | 1970 | 48 | 584,736 | | | | | | 584,736 | | 584,736 |
| | | 1969 | 44 | 465,148 | | | | | | 465,148 | | 465,148 |

100-Corporate Fund

## Department of Police—*Continued*

### DISTRIBUTION OF APPROPRIATIONS BY ORGANIZATIONAL ACTIVITIES—Continued

| CODE | ORGANIZATIONAL ACTIVITY | Year | Number of Positions | Personal Services | Contractual Services | Travel | Commodities | Contingencies | Specific Purposes | Total Operating Expense | Capital Outlay | Total Appropriation |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **4186** | **Conducting Traffic Investigations** | 1970 | 67 | $ 826,932 | | | | | | $ 826,932 | | $ 826,932 |
| | | 1969 | 69 | 737,656 | | | | | | 737,656 | | 737,656 |
| **4187** | **Area Traffic Enforcement** | 1970 | 536 | 6,690,241 | | | | | | 6,690,241 | | 6,690,241 |
| | | 1969 | 536 | 5,796,675 | | | | | | 5,796,675 | | 5,796,675 |
| **4188** | **Loop Intersection Control** | 1970 | 215 | 2,638,944 | | | | | | 2,638,944 | | 2,638,944 |
| | | 1969 | 214 | 2,270,424 | | | | | | 2,270,424 | | 2,270,424 |
| **4189** | **Traffic Control by Radar** | 1970 | 37 | 458,928 | $ 300 | | | | | 459,228 | $ 4,000 | 463,228 |
| | | 1969 | 37 | 397,548 | 300 | | | | | 397,848 | 3,000 | 400,848 |
| | July 1, 1969 Salary Adjustment, | 1970 | | | | | | | | | | |
| | Uniformed Force | 1969 | | 3,164,000 | | | | | | 3,164,000 | | 3,164,000 |
| | Special Employment—Sworn Personnel | 1970 | | 3,450,764 | | | | | | 3,450,764 | | 3,450,764 |
| | | 1969 | | | | | | | | | | |
| | **Totals** | 1970 | 15,991 | $180,211,235 | $4,258,407 | $21,048 | $3,196,484 | $ 100,000 | $ 50,000 | $187,837,174 | $3,155,340 | $190,992,514 |
| | | 1969 | 15,369 | $148,109,187 | $3,423,483 | $31,565 | $2,743,969 | $ 100,000 | $ 25,000 | $154,433,204 | $2,899,327 | $157,332,531 |

100-Corporate Fund

## Department of Police—*Continued*

### PERFORMANCE DATA

| | | WORK UNITS | | | | PERSONNEL | | | | | | OPERATING COSTS | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Number | | | Number | | Man-Hours | | Man-Hours Per-Unit | | Total for Year | | Av. Cost Per-Unit | |
| CODE | ACTIVITY AND SUB-ACTIVITY | Name | Est. 1970 | Budget 1969 | Act. 1968 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 |
| 4111 | **Administration—Departmental** .... | | ........ | ........ | ........ | 17 | 15 | 35,360 | 31,200 | ........ | ........ | $ 360,717 | $ 283,402 | ........ | ........ |
| 4112 | **Finance Services** .............. | | ........ | ........ | ........ | 31 | 26 | 64,480 | 54,080 | ........ | ........ | 484,666 | 222,497 | ........ | ........ |
| 4114 | **Personnel Services** .............. | | ........ | ........ | ........ | 103 | 103 | 214,240 | 214,240 | ........ | ........ | 1,220,432 | 1,084,370 | ........ | ........ |
| 4115 | **Police Planning Services** .......... | | ........ | ........ | ........ | 40 | 39 | 83,200 | 81,120 | ........ | ........ | 484,813 | 432,044 | ........ | ........ |
| 4116 | **Public Information Services** ........ | | ........ | ........ | ........ | 19 | 19 | 39,520 | 39,520 | ........ | ........ | 262,492 | 244,938 | ........ | ........ |
| 4121 | **Administration—Staff Services** .... | | ........ | ........ | ........ | 4 | 4 | 8,320 | 8,320 | ........ | ........ | 62,323 | 65,312 | ........ | ........ |
| 4122 | **Maintaining Police Records and Communications:** .............. | | ........ | ........ | ........ | 767 | 756 | 1,595,360 | 1,572,480 | ........ | ........ | 7,716,254 | 6,840,589 | ........ | ........ |
| 01 | Supervisory and clerical .......... | | ........ | ........ | ........ | 7 | 7 | 14,560 | 14,560 | ........ | ........ | 94,870 | 83,685 | ........ | ........ |
| 10 | Processing Police inquiries and records .............. | | ........ | ........ | ........ | 220 | 220 | 457,600 | 457,600 | ........ | ........ | 1,589,760 | 1,500,743 | ........ | ........ |
| 20 | Maintaining and operating police communications .......... | | ........ | ........ | ........ | 318 | 318 | 661,440 | 661,440 | ........ | ........ | 4,161,900 | 3,585,167 | ........ | ........ |
| 30 | Performing police identifications .............. | | ........ | ........ | ........ | 113 | 113 | 235,040 | 235,040 | ........ | ........ | 1,042,954 | 966,976 | ........ | ........ |
| 40 | Processing field inquiries .......... | | ........ | ........ | ........ | 109 | 98 | 226,720 | 203,840 | ........ | ........ | 826,770 | 704,018 | ........ | ........ |
| 4123 | **Providing Departmental Central Services:** .............. | | ........ | ........ | ........ | 395 | 385 | 821,600 | 800,800 | ........ | ........ | 6,252,143 | 5,302,728 | ........ | ........ |
| 01 | Supervisory and clerical.......... | | ........ | ........ | ........ | 2 | 2 | 4,160 | 4,160 | ........ | ........ | 32,184 | 28,844 | ........ | ........ |
| 10 | Custody of evidence and property .............. | | ........ | ........ | ........ | 29 | 29 | 60,320 | 60,320 | ........ | ........ | 339,321 | 296,672 | ........ | ........ |

100-Corporate Fund

## Department of Police—*Continued*

### PERFORMANCE DATA—Continued

| | | | WORK UNITS | | | PERSONNEL | | | | | | OPERATING COSTS | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Number | | | Number | | Man-Hours | | Man-Hours Per-Unit | | Total for Year | | Av. Cost Per-Unit | |
| CODE | ACTIVITY AND SUB-ACTIVITY | Name | Est. 1970 | Budget 1969 | Act. 1968 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 |
| 20 | Equipment and supply services.. | | ........ | ........ | ........ | 23 | 23 | 47,840 | 47,840 | ........ | ........ | $1,840,102 | $1,560,191 | ........ | ........ |
| 30 | Providing graphic art services.... | | ........ | ........ | ........ | 29 | 29 | 60,320 | 60,320 | ........ | ........ | 370,521 | 327,298 | ........ | ........ |
| 40 | Storing and disposing of abandoned and accident vehicle .......... | **Vehicle** | 75,000 | 74,000 | 71,166 | 133 | 123 | 276,640 | 255,840 | 3.69 | 3.46 | 1,503,558 | 1,202,484 | $20.05 | $16.25 |
| 50 | Processing and delivering departmental mail .......... | Mail Run | 17,465 | 17,465 | 16,900 | 36 | 36 | 74,880 | 74,880 | 4.29 | 4.29 | 498,353 | 431,483 | 28.53 | 24.71 |
| 60 | Care and custody of animals......... | Animal | 55,000 | 55,000 | 13,956 | 30 | 30 | 62,400 | 62,400 | 1.13 | 1.13 | 284,768 | 259,714 | 5.18 | 4.72 |
| 70 | Central Care, Custody and Transportation of prisoners ... | | ........ | ........ | ........ | 113 | 113 | 235,040 | 235,040 | ........ | ........ | 1,383,336 | 1,196,042 | ........ | ........ |
| **4124** | **Detection of Crimes by Scientific Means:** .......... | | ........ | ........ | ........ | 71 | 69 | 147,680 | 143,520 | ........ | ........ | 945,664 | 824,983 | ........ | ........ |
| **4125** | **Maintaining Department Vehicles:**.. | | ........ | ........ | ........ | 143 | 131 | 295,080 | 270,600 | ........ | ........ | 4,345,089 | 3,408,553 | ........ | ........ |
| **4126** | **Maintaining Departmental Buildings** .......... | | ........ | ........ | ........ | 131 | 131 | 231,840 | 272,480 | ........ | ........ | 1,624,477 | 1,502,398 | ........ | ........ |
| **4127** | **Maintaining Departmental Radios:** .......... | | ........ | ........ | ........ | 82 | 76 | 170,560 | 158,080 | ........ | ........ | 1,453,889 | 1,276,124 | ........ | ........ |
| 01 | **Supervisory and clerical** .......... | | ........ | ........ | ........ | 8 | 8 | 16,640 | 16,640 | ........ | ........ | 114,341 | 250,770 | ........ | ........ |
| 02 | Providing Radio Installation and maintenance .......... | | ........ | ........ | ........ | 50 | 43 | 104,000 | 89,440 | ........ | ........ | 967,100 | 661,379 | ........ | ........ |
| 03 | Providing automotive electrical repair service .......... | | ........ | ........ | ........ | 24 | 25 | 49,920 | 52,000 | ........ | ........ | 372,448 | 363,975 | ........ | ........ |
| **4128** | **Training Police Personnel** .......... | | ........ | ........ | ........ | 105 | 92 | 218,400 | 191,360 | ........ | ........ | 1,418,792 | 1,208,678 | ........ | ........ |
| **4129** | **Data Systems Division** .......... | | ........ | ........ | ........ | 159 | 153 | 330,720 | 318,240 | ........ | ........ | 2,204,191 | 1,939,735 | ........ | ........ |

100-Corporate Fund

## Department of Police—*Continued*

### PERFORMANCE DATA—Continued

| | | WORK UNITS | | | | PERSONNEL | | | | | | OPERATING COSTS | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Number | | | Number | | Man-Hours | | Man-Hours Per Unit | | Total for Year | | Av. Cost Per-Unit | |
| CODE | ACTIVITY AND SUB-ACTIVITY | Name | Est. 1970 | Budget 1969 | Act. 1968 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 |
| 4131 | **Administration—Inspectional Services** | | ........ | ........ | ........ | 6 | 6 | 12,480 | 12,480 | ........ | ........ | $ 94,332 | $ 84,031 | ........ | ........ |
| 4132 | **Conducting Internal Investigations:** | | ........ | ........ | ........ | 114 | 114 | 237,120 | 237,120 | ........ | ........ | 1,610,886 | 1,401,705 | ........ | ........ |
| 4134 | **Investigating Organized Criminal Activity:** | | ........ | ........ | ........ | 212 | 212 | 440,960 | 440,960 | ........ | ........ | 2,693,134 | 2,339,263 | ........ | ........ |
| 01 | **Supervisory and clerical** | | ........ | ........ | ........ | 5 | 9 | 10,400 | 18,720 | ........ | ........ | 67,500 | 105,184 | ........ | ........ |
| 02 | Vice Analysis | | ........ | ........ | ........ | 14 | 13 | 29,120 | 27,040 | ........ | ........ | 144,908 | 122,909 | ........ | ........ |
| 03 | Investigating narcotic sale and use | | ........ | ........ | ........ | 60 | 57 | 124,800 | 118,560 | ........ | ........ | 762,288 | 627,404 | ........ | ........ |
| 04 | Investigating gambling activities | | ........ | ........ | ........ | 39 | 39 | 81,120 | 81,120 | ........ | ........ | 499,428 | 433,920 | ........ | ........ |
| 05 | **License investigations** | | ........ | ........ | ........ | 45 | 45 | 93,600 | 93,600 | ........ | ........ | 589,794 | 505,848 | ........ | ........ |
| 06 | **Vice Detection** | | ........ | ........ | ........ | 25 | 25 | 52,000 | 52,000 | ........ | ........ | 324,132 | 277,892 | ........ | ........ |
| 07 | **Investigating prostitution and the distribution of obscene matter** | | ........ | ........ | ........ | 24 | 24 | 49,920 | 49,920 | ........ | ........ | 305,084 | 266,106 | ........ | ........ |
| 4135 | **Conducting Intelligence Surveys** | | ........ | ........ | ........ | 382 | 203 | 794,560 | 422,240 | ........ | ........ | 4,750,714 | 2,212,527 | ........ | ........ |
| 4141 | **Administration—Field Services:** | | ........ | ........ | ........ | 24 | 24 | 49,920 | 49,920 | ........ | ........ | 354,780 | 317,449 | ........ | ........ |
| 4142 | **Community Services Division:** | | ........ | ........ | ........ | 23 | 23 | 47,840 | 47,840 | ........ | ........ | 292,073 | 256,579 | ........ | ........ |
| 4151 | **Administration—Patrol** | | ........ | ........ | ........ | 73 | 69 | 151,840 | 143,520 | ........ | ........ | 1,060,349 | 881,984 | ........ | ........ |

100-Corporate Fund

## Department of Police—*Continued*

### PERFORMANCE DATA—Continued

| CODE | ACTIVITY AND SUB-ACTIVITY | WORK UNITS |  |  |  | PERSONNEL |  |  |  |  |  | OPERATING COSTS |  |  |  |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
|  |  |  | Number |  |  | Number |  | Man-Hours |  | Man-Hours Per-Unit |  | Total for Year |  | Av. Cost Per-Unit |  |
|  |  | Name | Est. 1970 | Budget 1969 | Act. 1968 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 |
| 4152 | **Patrolling by Task Force:** |  | ........ | ........ | ........ | 854 | 853 | 1,776,320 | 1,774,240 | ........ | ........ | $10,679,827 | $9,246,334 | ........ | ........ |
| 01 | Supervisory and clerical |  | ........ | ........ | ........ | 11 | 11 | 22,880 | 22,880 | ........ | ........ | 138,023 | 120,076 | ........ | ........ |
| 02 | **Providing tactical patrol service** |  | ........ | ........ | ........ | 493 | 500 | 1,025,440 | 1,040,000 | ........ | ........ | 6,152,016 | 5,416,722 | ........ | ........ |
| 03 | **Providing marine patrol service** |  | ........ | ........ | ........ | 15 | 15 | 31,200 | 31,200 | ........ | ........ | 190,428 | 165,911 | ........ | ........ |
| 04 | **Providing canine patrol service** |  | ........ | ........ | ........ | 54 | 54 | 112,320 | 112,320 | ........ | ........ | 693,646 | 603,348 | ........ | ........ |
| 05 | Patrolling Elevated Stations |  | ........ | ........ | ........ | 207 | 200 | 430,560 | 416,000 | ........ | ........ | 2,568,864 | 2,143,844 | ........ | ........ |
| 06 | Performing crime scene **searches** |  | ........ | ........ | ........ | 64 | 64 | 133,120 | 133,120 | ........ | ........ | 795,010 | 689,504 | ........ | ........ |
| 07 | Helicopter Patrol Services |  | ........ | ........ | ........ | 10 | 9 | 20,800 | 18,720 | ........ | ........ | 141,840 | 106,929 | ........ | ........ |
| 4153 | **District Law Enforcement:** |  | ........ | ........ | ........ | 9,278 | 9,057 | 17,369,280 | 16,909,600 | ........ | ........ | 97,045,660 | 79,387,966 | ........ | ........ |
| 01 | Supervisory and clerical |  | ........ | ........ | ........ | 1,284 | 1,193 | 2,670,720 | 2,481,440 | ........ | ........ | 15,472,042 | 12,546,414 | ........ | ........ |
| 02 | District review of cases |  | ........ | ........ | ........ | 45 | 45 | 93,600 | 93,600 | ........ | ........ | 445,752 | 392,179 | ........ | ........ |
| 03 | Providing police patrol services |  | ........ | ........ | ........ | 1,120 | 1,101 | 2,329,600 | 2,290,080 | ........ | ........ | 13,574,400 | 10,686,263 | ........ | ........ |
| 04 | Providing police squad car **services** |  | ........ | ........ | ........ | 4,710 | 4,633 | 9,796,800 | 9,636,640 | ........ | ........ | 53,057,226 | 43,141,350 | ........ | ........ |
| 05 | Processing and serving **warrants** |  | ........ | ........ | ........ | 77 | 77 | 160,160 | 160,160 | ........ | ........ | 933,240 | 815,507 | ........ | ........ |
| 06 | Investigating vice activity |  | ........ | ........ | ........ | 168 | 168 | 349,440 | 349,440 | ........ | ........ | 2,036,160 | 1,779,288 | ........ | ........ |
| 07 | Care and custody of prisoners |  | ........ | ........ | ........ | 165 | 160 | 343,200 | 332,800 | ........ | ........ | 1,999,800 | 1,694,560 | ........ | ........ |
| 08 | Community Relations Section |  | ........ | ........ | ........ | 60 | 60 | 124,800 | 124,800 | ........ | ........ | 768,480 | 661,620 | ........ | ........ |
| 09 | Patrolling school crossings |  | ........ | ........ | ........ | 1,545 | 1,529 | 1,284,640 | 1,251,360 | ........ | ........ | 4,461,800 | 3,822,448 | ........ | ........ |
| 10 | Providing police service for O'Hare field |  | ........ | ........ | ........ | 91 | 78 | 189,280 | 162,240 | ........ | ........ | 1,147,950 | 969,737 | ........ | ........ |
| 11 | Providing police service for **water purification plants** |  | ........ | ........ | ........ | 13 | 13 | 27,040 | 27,040 | ........ | ........ | 157,560 | 117,000 | ........ | ........ |
|  | **Uniform Allowance** |  | ........ | ........ | ........ | .... | .... | ........ | ........ | ........ | ........ | 2,991,250 | 2,761,600 | ........ | ........ |

100-Corporate Fund

## Department of Police—*Continued*

### PERFORMANCE DATA—Continued

| CODE | ACTIVITY AND SUB-ACTIVITY | WORK UNITS Name | WORK UNITS Number Est. 1970 | Budget 1969 | Act. 1968 | PERSONNEL Number 1970 | 1969 | Man-Hours 1970 | 1969 | Man-Hours Per-Unit 1970 | 1969 | OPERATING COSTS Total for Year 1970 | 1969 | Av. Cost Per-Unit 1970 | 1969 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **4154** | **Providing Special Police Services** | | ........ | ........ | ........ | 223 | 133 | 463,840 | 276,640 | ........ | ........ | $2,829,372 | $1,493,504 | ........ | ........ |
| **4161** | **Administration—Crime Detection:** | | ........ | ........ | ........ | 75 | 73 | 156,000 | 151,840 | ........ | ........ | 1,005,434 | 866,994 | ........ | ........ |
| 01 | Supervisory and clerical | | ........ | ........ | ........ | 24 | 24 | 49,920 | 49,920 | ........ | ........ | 339,626 | 316,710 | ........ | ........ |
| 02 | Reviewing case reports | Case Report | 469,569 | 472,354 | 452,661 | 38 | 38 | 79,040 | 79,040 | .17 | .17 | 495,144 | 428,516 | $ 1.05 | $ .91 |
| 03 | Investigating bomb and arson cases | | ........ | ........ | ........ | 13 | 11 | 27,040 | 22,880 | ........ | ........ | 170,664 | 121,768 | ........ | ........ |
| **4162** | **Area Crime Detection:** | | ........ | ........ | ........ | 1,102 | 1,072 | 2,292,160 | 2,229,760 | ........ | ........ | 14,310,473 | 12,039,945 | ........ | ........ |
| 01 | Secretarial and clerical | | ........ | ........ | ........ | 76 | 80 | 158,080 | 166,400 | ........ | ........ | 700,913 | 725,500 | ........ | ........ |
| 02 | **Investigating homicide, sex and aggravated assault cases** | **Case** | 35,000 | 35,500 | 14,183 | 196 | 196 | 407,680 | 407,680 | 11.65 | 11.48 | 2,605,296 | 2,246,452 | 74.44 | 63.28 |
| 03 | **Investigating robbery cases** | **Case** | 26,538 | 25,450 | 19,007 | 180 | 180 | 374,400 | 374,400 | 14.11 | 14.71 | 2,397,168 | 2,076,724 | 90.33 | 81.60 |
| 04 | **Investigating burglary and pawnshop cases** | **Case** | 50,000 | 51,000 | 34,144 | 252 | 252 | 524,160 | 524,160 | 10.48 | 10.28 | 3,334,920 | 2,892,753 | 66.70 | 56.72 |
| 05 | **Investigating auto thefts** | **Case** | 52,546 | 43,215 | 32,777 | 157 | 157 | 326,560 | 326,560 | 6.21 | 7.56 | 2,087,400 | 1,799,833 | 39.73 | 41.65 |
| 06 | **Performing general investigative assignments** | **Case** | 107,200 | 95,991 | 89,085 | 241 | 207 | 501,280 | 430,560 | 4.68 | 4.49 | 3,184,776 | 2,298,683 | 29.71 | 23.95 |
| **4171** | **Administration—Crime Prevention:** | | ........ | ........ | ........ | 501 | 487 | 1,042,080 | 1,012,960 | ........ | ........ | 6,220,174 | 5,221,098 | ........ | ........ |
| 01 | **Supervisory and clerical** | | ........ | ........ | ........ | 117 | 117 | 243,360 | 243,360 | ........ | ........ | 1,395,208 | 1,228,910 | ........ | ........ |
| 02 | **Performing youth agency and court liaison work** | | ........ | ........ | ........ | 24 | 11 | 49,920 | 22,880 | ........ | ........ | 295,008 | 118,149 | ........ | ........ |
| 03 | Providing School patrols | | ........ | ........ | ........ | 63 | 63 | 131,040 | 131,040 | ........ | ........ | 763,560 | 678,699 | ........ | ........ |
| 04 | Providing Patrol and other Youth Services | | ........ | ........ | ........ | 297 | 296 | 617,760 | 615,680 | ........ | ........ | 3,766,398 | 3,195,340 | ........ | ........ |

100-Corporate Fund

## Department of Police—*Continued*

### PERFORMANCE DATA—Continued

| | | WORK UNITS | | | | PERSONNEL | | | | | | OPERATING COSTS | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Number | | | Number | | Man-Hours | | Man-Hours Per-Unit | | Total for Year | | Av. Cost Per-Unit | |
| CODE | ACTIVITY AND SUB-ACTIVITY | Name | Est. 1970 | Budget 1969 | Act. 1968 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 |
| **4174** | **Inspection of Entertainment Exhibitions** | | ........ | ........ | ........ | 14 | 14 | 29,120 | 29,120 | ........ | ........ | $ 138,774 | $ 122,983 | ........ | ........ |
| **4181** | **Administration—Traffic Direction and Safety:** | | ........ | ........ | ........ | 39 | 39 | 81,120 | 81,120 | ........ | ........ | 504,058 | 443,999 | ........ | ........ |
| **4182** | **Maintaining Traffic Records and Statistics:** | | ........ | ........ | ........ | 101 | 91 | 210,080 | 189,280 | ........ | ........ | 760,347 | 648,741 | ........ | ........ |
| 4183 | Performing Traffic Courtroom Services | | ........ | ........ | ........ | 48 | 44 | 99,840 | 91,520 | ........ | ........ | 584,736 | 465,148 | ........ | ........ |
| **4186** | **Conducting Traffic Investigations:** | | ........ | ........ | ........ | 67 | 69 | 139,360 | 143,520 | ........ | ........ | 826,932 | 737,656 | ........ | ........ |
| **4187** | **Area Traffic Enforcement:** | | ........ | ........ | ........ | 536 | 536 | 1,114,880 | 1,114,880 | ........ | ........ | 6,690,241 | 5,796,675 | ........ | ........ |
| 01 | Supervisory and clerical | | ........ | ........ | ........ | 133 | 133 | 276,640 | 276,640 | ........ | ........ | 1,805,881 | 1,525,846 | ........ | ........ |
| 02 | Investigating traffic accidents | Accident Investigation | 166,000 | 166,000 | 154,634 | 91 | 91 | 189,280 | 189,280 | 1.14 | 1.14 | 1,102,920 | 962,689 | $ 6.64 | $ 5.80 |
| 03 | Enforcing motor vehicle regulation by squad car and patrolling | | ........ | ........ | ........ | 312 | 312 | 648,960 | 648,960 | ........ | ........ | 3,781,440 | 3,308,140 | ........ | ........ |
| **4188** | **Loop Intersection Control** | | ........ | ........ | ........ | 215 | 214 | 447,200 | 445,120 | ........ | ........ | 2,638,944 | 2,270,424 | ........ | ........ |
| **4189** | **Controlling Traffic by Radar** | | ........ | ........ | ........ | 37 | 37 | 76,960 | 76,960 | ........ | ........ | 459,228 | 397,848 | ........ | ........ |
| | July 1, 1969 Salary Adjustment, Uniformed Force | | ........ | ........ | ........ | .... | .... | ........ | ........ | ........ | ........ | ........ | 3,164,000 | ........ | ........ |
| | Special Employment—Sworn Personnel | | ........ | ........ | ........ | .... | .... | ........ | ........ | ........ | ........ | 3,450,764 | ........ | ........ | ........ |
| | **Total** | | | | | 15,991 | 15,369 | 31,289,320 | 30,040,680 | | | $187,837,174 | $154,433,204 | | |

100-Corporate Fund

## DEPARTMENT OF POLICE

It is the function of the Police Department to preserve law and order. The Department enforces state laws, ordinances of the City, and the orders of the City Council and the Mayor.

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| Code | | Amounts Appropriated |
|---|---|---|
| .005 | Salaries and Wages—on Payroll | $169,193,725. |
| .015 | Schedule Salary Adjustments | 1,067,386. |
| .035 | Adjustment in salaries of transferred, reinstated, promoted, demoted and reclassified employees and employees hired above the first step, within and between activities | 2,500. |
| .039 | Salaries—Special Employment | 3,450,764. |
| .041 | For longevity adjustment in salaries of Police Department Sworn Personnel with five or more years of service | 2,200,000. |
| .045 | Salaries—O'Hare Field | 1,147,950. |
| .046 | Salaries—Security Service, Water Purification Plants | 157,560. |
| .096 | Uniform Allowance—Cadets | 31,400. |
| .097 | Uniform Allowance—Nurses | 100. |
| .098 | Uniform Allowance, Police Department Sworn Personnel | 2,739,200. |
| .099 | Uniform Allowance, Police Department Crossing Guards | 220,650. |
| *4110.000 | **For Personal Services** | 180,211,235. |
| .128 | Fees and Services | 1,800. |
| .130 | Postage and Postal Charges | 67,474. |
| | Professional and Technical Services: | |
| .142 | Auditing | 5,400. |
| .146 | Statistical | 287,524. |
| .149 | Other Professional and Technical Services | 378,207. |
| .150 | Publications | 66,700. |
| .155 | Rental of Property | 119,300. |
| .157 | Rental of Equipment and Services | 1,009,522. |
| .160 | Repair or Maintenance of Property | 95,000. |
| .162 | Repair or Maintenance of Equipment | 1,492,490. |
| .166 | Subscriptions and Dues | 10,717. |
| .169 | Technical Meeting Costs | 16,294. |
| .172 | Insurance | 8,500. |
| .173 | State Vehicle License Plates | 10,000. |
| .175 | Transportation Charges (Exclusive of Travel) | 15,463. |
| .182 | Heat, Light and Power (Public) | 200,000. |
| .186 | Telephone | 469,516. |
| .188 | Telegraph | 4,500. |
| *4110.100 | **For Contractual Services** | 4,258,407. |
| .224 | Automobile Allowance—mileage basis | 2,000. |
| .245 | Reimbursement to Travelers | 19,048. |
| *4110.200 | **For Travel** | 21,048. |
| .314 | Fuel Oil | 6,500. |
| .320 | Gasoline | 1,300,000. |
| .330 | Food (for prisoners) | 61,271. |
| .340 | Material and Supplies | 535,446. |

## Department of Police—*Continued*

| Code | | Amounts Appropriated |
|---|---|---|
| .345 | Apparatus and Instruments | $ 5,063. |
| .348 | Books and Related Materials | 13,550. |
| .350 | Stationery and Office Supplies | 541,454. |
| .360 | Repair Parts and Materials | 723,500. |
| .370 | Small Tools (Unit Value Under $10.00) | 2,150. |
| .375 | Tools (Unit Value Over $10.00) | 7,550. |
| *4110.300 | **For Commodities** | 3,196,484. |
| .410 | Equipment for Buildings | 15,100. |
| .422 | Office Machines | 46,179. |
| .423 | Communication Devices | 930,199. |
| .424 | Furniture and Furnishings | 56,085. |
| .440 | Machinery and Equipment | 24,843. |
| .445 | Technical and Scientific Equipment | 39,984. |
| .450 | Vehicles | 1,933,000. |
| *4110.400 | **For Equipment** | 3,045,390. |
| .522 | Acquisition | 55,000. |
| .526 | Improvement | 49,950. |
| .540 | Erection or Construction of Structures or Works | 5,000. |
| *4110.500 | **For Permanent Improvements** | 109,950. |
| .701 | Contingent Fund to be expended at the discretion of the Superintendent of Police | 100,000. |
| *4110.700 | **For Contingencies** | 100,000. |
| *4110.940 | Pension contributions for members in the military service | 50,000. |
| | ***Total For Department of Police** | $190,992,514. |

### POSITIONS AND SALARIES

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **ADMINISTRATION—DEPARTMENTAL—4111** | | |
| 9666 | Superintendent of Police | 1 | $ 32,500. |
| 9782 | Deputy Superintendent | 2 | 29,500. |
| 9783 | Aide and Coordinator | 1 | 20,064. |
| 9756 | Executive Assistant | 1 | 20,064. |
| 9954 | Administrative Assistant (Police) | 1 | 19,140. |
| 9165 | Patrolman (assigned as Detective) | 1 | 13,008. |
| 9161 | Patrolman | 4 | 12,120. |
| 0810 | Executive Secretary II | 1 | 10,560. |
| 0805 | Secretary | 1 | 8,268. |
| 0805 | Secretary | 1 | 6,480. |
| 0823 | Senior Stenographer | 1 | 5,892. |
| 0836 | Senior Typist | 1 | 5,604. |
| 0733 | Information Representative I | 1 | 7,872. |
| | Schedule Salary Adjustments | | 1,285. |
| | | 17 | 258,217. |
| | **FINANCE SERVICES—4112** | | |
| 9758 | Director of Finance Services | 1 | 19,140. |
| 9161 | Patrolman | 1 | 12,120. |
| 0154 | Chief Accountant | 1 | 13,476. |
| 0104 | Accountant IV | 1 | 12,240. |
| 0103 | Accountant III | 2 | 10,560. |

## Department of Police—*Continued*

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **FINANCE SERVICES—4112—Continued** | | |
| 0102 | Accountant II | 1 | $ 10,056. |
| 1145 | Fiscal Planner | 1 | 11,652. |
| 1175 | Senior Operations Analyst | 1 | 10,560. |
| 0308 | Staff Assistant | 1 | 14,148. |
| 0302 | Administrative Assistant II | 1 | 8,688. |
| 0301 | Administrative Assistant I | 1 | 7,872. |
| 0147 | Principal Account Clerk | 2 | 6,480. |
| 0146 | Senior Account Clerk | 1 | 6,804. |
| 0146 | Senior Account Clerk | 2 | 6,180. |
| 0421 | Principal Clerk | 1 | 9,120. |
| 0421 | Principal Clerk | 1 | 7,152. |
| 0823 | Senior Stenographer | 1 | 5,892. |
| 0836 | Senior Typist | 1 | 7,872. |
| 0836 | Senior Typist | 1 | 5,604. |
| 0621 | Data Control Coder | 3 | 7,152. |
| 0617 | Principal Key Punch Operator | 1 | 7,872. |
| 0614 | Key Punch Operator | 2 | 5,604. |
| 0614 | Key Punch Operator | 3 | 5,088. |
| | Schedule Salary Adjustments | | 3,636. |
| | | 31 | 268,272. |
| | **PERSONNEL SERVICES—4114** | | |
| 9759 | Director of Personnel | 1 | 20,064. |
| 3538 | Psychologist III | 1 | 11,652. |
| 3537 | Psychologist II | 1 | 10,056. |
| 1385 | Assistant Director of Personnel | 1 | 14,856. |
| 1383 | Personnel Technician III | 1 | 15,600. |
| 1383 | Personnel Technician III | 1 | 14,856. |
| 1383 | Personnel Technician III | 2 | 12,840. |
| 1382 | Personnel Technician II | 1 | 11,652. |
| 1382 | Personnel Technician II | 5 | 10,560. |
| 1382 | Personnel Technician II | 2 | 9,564. |
| 1381 | Personnel Technician I | 1 | 8,688. |
| 1381 | Personnel Technician I | 1 | 8,268. |
| 1305 | Personnel Aide | 1 | 7,152. |
| 1305 | Personnel Aide | 1 | 6,180. |
| 0308 | Staff Assistant | 1 | 16,380. |
| 0303 | Administrative Assistant III | 1 | 12,240. |
| 0423 | Head Clerk | 1 | 8,688. |
| 0421 | Principal Clerk | 2 | 8,268. |
| 0403 | Senior Clerk | 3 | 6,804. |
| 0403 | Senior Clerk | 2 | 6,180. |
| 0403 | Senior Clerk | 2 | 5,892. |
| 0401 | Junior Clerk | 1 | 6,180. |
| 0825 | Principal Stenographer | 1 | 7,152. |
| 0823 | Senior Stenographer | 5 | 6,180. |
| 0823 | Senior Stenographer | 1 | 5,892. |
| 0823 | Senior Stenographer | 4 | 5,604. |

## Department of Police—*Continued*

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **PERSONNEL SERVICES—4114—Continued** | | |
| 0836 | Senior Typist | 2 | $ 6,180. |
| 0836 | Senior Typist | 3 | 5,892. |
| 0836 | Senior Typist | 2 | 5,604. |
| 0836 | Senior Typist | 4 | 5,340. |
| 0834 | Typist | 1 | 6,480. |
| 0834 | Typist | 1 | 5,340. |
| 0834 | Typist | 5 | 5,088. |
| 0834 | Typist | 4 | 4,848. |
| 3370 | Chief Police Surgeon | 1 | 19,344. |
| 3371 | Police Surgeon | 5 | 17,544. |
| 3371 | Police Surgeon | 2 | 16,716. |
| 3371 | Police Surgeon | (5,318h) | 14.00h |
| 3134 | Medical Technologist II | 1 | 10,056. |
| 3133 | Medical Technologist I | 1 | 9,120. |
| 3752 | Public Health Nurse II | 1 | 10,608. |
| 9173 | Lieutenant | 1 | 16,416. |
| 9171 | Sergeant | 7 | 14,184. |
| 9161 | Patrolman | 18 | 12,120. |
| | Schedule Salary Adjustments | | 6,908. |
| | | 103 | 1,102,332. |
| | **POLICE PLANNING SERVICES—4115** | | |
| 9752 | Director of Planning | 1 | 18,228. |
| 9175 | Captain | 2 | 18,096. |
| 9173 | Lieutenant | 5 | 16,416. |
| 9171 | Sergeant | 10 | 14,184. |
| 9161 | Patrolman | 2 | 12,120. |
| 1158 | Chief Methods Analyst | 1 | 14,148. |
| 1157 | Principal Methods Analyst | 3 | 11,652. |
| 1155 | Senior Methods Analyst | 1 | 10,560. |
| 1155 | Senior Methods Analyst | 1 | 10,056. |
| 1155 | Senior Methods Analyst | 3 | 9,564. |
| 1155 | Senior Methods Analyst | 2 | 9,120. |
| 1153 | Methods Analyst | 1 | 8,688. |
| 1153 | Methods Analyst | 1 | 7,500. |
| 0723 | Editorial Assistant | 1 | 7,152. |
| 0825 | Principal Stenographer | 1 | 7,500. |
| 0823 | Senior Stenographer | 1 | 5,892. |
| 0823 | Senior Stenographer | 1 | 5,604. |
| 0836 | Senior Typist | 1 | 6,804. |
| 0836 | Senior Typist | 1 | 6,480. |
| 0836 | Senior Typist | 1 | 5,340. |
| | Schedule Salary Adjustments | | 4,491. |
| | | 40 | 484,683. |

## Department of Police—*Continued*
### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **PUBLIC INFORMATION SERVICES—4116** | | |
| 9753 | Director of Public Information | 1 | $ 20,064. |
| 0753 | Deputy Director of Public Information | 1 | 12,840. |
| 9161 | Patrolman | 5 | 12,120. |
| 0746 | Staff Writer | 1 | 11,652. |
| 0746 | Staff Writer | 2 | 9,120. |
| 0742 | Public Information Assistant II | 1 | 8,268. |
| 0712 | Community Relations Representative II | 1 | 8,268. |
| 0421 | Principal Clerk | 1 | 6,804. |
| 0403 | Senior Clerk | 1 | 6,180. |
| 0823 | Senior Stenographer | 1 | 6,480. |
| 0823 | Senior Stenographer | 3 | 6,180. |
| 0836 | Senior Typist | 1 | 6,804. |
| | Schedule Salary Adjustments | | 2,692. |
| | (4111 Adminstration $2,300,936.) | 19 | 187,432. |
| | **ADMINISTRATION—STAFF SERVICES—4121** | | |
| 9782 | Deputy Superintendent | 1 | 29,500. |
| 9161 | Patrolman | 1 | 12,120. |
| 0303 | Administrative Assistant III | 1 | 10,560. |
| 0823 | Senior Stenographer | 1 | 6,804. |
| | Schedule Salary Adjustments | | 539. |
| | | 4 | 59,523. |
| | **MAINTAINING POLICE RECORDS AND COMMUNICATIONS—4122** | | |
| | **ADMINISTRATION—RECORDS AND COMMUNICATIONS—4122-01** | | |
| 9754 | Director of Records and Communications | 1 | 18,228. |
| 9173 | Lieutenant | 1 | 16,416. |
| 9171 | Sergeant | 1 | 14,184. |
| 9161 | Patrolman | 3 | 12,120. |
| 0421 | Principal Clerk | 1 | 8,688. |
| | Schedule Salary Adjustments | | 812. |
| | | 7 | 94,688. |
| | **PROCESSING POLICE INQUIRIES—4122-10** | | |
| 9173 | Lieutenant | 1 | 16,416. |
| 9171 | Sergeant | 2 | 14,184. |
| 9161 | Patrolman | 2 | 12,120. |
| 0426 | Assistant Chief Clerk | 1 | 13,476. |
| 0426 | Assistant Chief Clerk | 1 | 12,840. |
| 0423 | Head Clerk | 1 | 10,560. |
| 0423 | Head Clerk | 3 | 10,056. |
| 0421 | Principal Clerk | 1 | 9,120. |
| 0421 | Principal Clerk | 5 | 8,688. |
| 0421 | Principal Clerk | 5 | 8,268. |
| 0421 | Principal Clerk | 4 | 7,872. |
| 0421 | Principal Clerk | 5 | 7,500. |
| 0421 | Principal Clerk | 5 | 7,152. |
| 0421 | Principal Clerk | 2 | 6,804. |
| 0421 | Principal Clerk | 1 | 6,480. |
| 0403 | Senior Clerk | 3 | 7,152. |
| 0403 | Senior Clerk | 22 | 6,804. |

## Department of Police—*Continued*
### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **PROCESSING POLICE INQUIRIES—4122-10 —Continued** | | |
| 0403 | Senior Clerk | 14 | $ 6,480. |
| 0403 | Senior Clerk | 10 | 6,180. |
| 0403 | Senior Clerk | 9 | 5,892. |
| 0403 | Senior Clerk | 12 | 5,604. |
| 0403 | Senior Clerk | 10 | 5,340. |
| 0401 | Junior Clerk | 1 | 7,152. |
| 0401 | Junior Clerk | 1 | 6,804. |
| 0401 | Junior Clerk | 1 | 6,480. |
| 0401 | Junior Clerk | 6 | 6,180. |
| 0401 | Junior Clerk | 1 | 5,892. |
| 0401 | Junior Clerk | 4 | 5,604. |
| 0401 | Junior Clerk | 24 | 5,340. |
| 0401 | Junior Clerk | 16 | 5,088. |
| 0401 | Junior Clerk | 11 | 4,848. |
| 0823 | Senior Stenographer | 1 | 7,872. |
| 0836 | Senior Typist | 1 | 7,152. |
| 0836 | Senior Typist | 6 | 6,804. |
| 0836 | Senior Typist | 1 | 6,480. |
| 0836 | Senior Typist | 1 | 6,180. |
| 0836 | Senior Typist | 3 | 5,892. |
| 0836 | Senior Typist | 2 | 5,604. |
| 0836 | Senior Typist | 2 | 5,340. |
| 0834 | Typist | 1 | 6,180. |
| 0834 | Typist | 5 | 5,604. |
| 0834 | Typist | 5 | 5,340. |
| 0834 | Typist | 3 | 4,848. |
| 0461 | Messenger Clerk | 2 | 4,848. |
| 0461 | Messenger Clerk | 1 | 4,620. |
| 0235 | Teller | 1 | 7,500. |
| 0235 | Teller | 1 | 7,152. |
| | Schedule Salary Adjustments | | 22,091 |
| | | 220 | 1,435,439. |
| | **MAINTAINING POLICE COMMUNICATIONS—4122-20** | | |
| 9175 | Captain | 1 | 18,096. |
| 9173 | Lieutenant | 4 | 16,416. |
| 9171 | Sergeant | 15 | 14,184. |
| 9169 | Patrolman (assigned as Police Dispatcher) | 210 | 13,008. |
| 9161 | Patrolman | 15 | 12,120. |
| 0608 | Chief Teletype Operator | 1 | 10,056. |
| 0607 | Assistant Chief Teletype Operator | 1 | 7,500. |
| 0607 | Assistant Chief Teletype Operator | 1 | 6,480. |
| 0606 | Teletype Operator | 2 | 7,152. |
| 0606 | Teletype Operator | 1 | 6,804. |
| 0606 | Teletype Operator | 3 | 5,892. |
| 0606 | Teletype Operator | 1 | 5,340. |

## Department of Police—*Continued*

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **MAINTAINING POLICE COMMUNICATIONS—4122-20—Continued** | | |
| 0606 | Teletype Operator | 2 | $ 5,088. |
| 0606 | Teletype Operator | 4 | 4,848. |
| 0606 | Teletype Operator | 7 | 4,620. |
| 0687 | Chief Telephone Operator | 1 | 9,564. |
| 0685 | Assistant Chief Telephone Operator | 1 | 7,872. |
| 0685 | Assistant Chief Telephone Operator | 1 | 6,804. |
| 0683 | Telephone Operator | 2 | 7,500. |
| 0683 | Telephone Operator | 1 | 7,152. |
| 0683 | Telephone Operator | 1 | 6,480. |
| 0683 | Telephone Operator | 3 | 5,892. |
| 0683 | Telephone Operator | 2 | 5,604. |
| 0683 | Telephone Operator | 7 | 5,340. |
| 0683 | Telephone Operator | 11 | 5,088. |
| 0403 | Senior Clerk | 1 | 7,872. |
| 0823 | Senior Stenographer | 1 | 7,152. |
| 0836 | Senior Typist | 1 | 6,480. |
| 0834 | Typist | 1 | 5,340. |
| 0834 | Typist | 1 | 4,848. |
| 0461 | Messenger Clerk | 2 | 5,088. |
| 0461 | Messenger Clerk | 4 | 4,848. |
| 0461 | Messenger Clerk | 9 | 4,620. |
| | Schedule Salary Adjustments | | 3,513. |
| | | 318 | 3,621,525. |
| | **PERFORMING POLICE IDENTIFICATIONS—4122-30** | | |
| 9173 | Lieutenant | 1 | 16,416. |
| 9171 | Sergeant | 7 | 14,184. |
| 9163 | Patrolman (assigned as Fingerprint Technician) | 15 | 13,008. |
| 9161 | Patrolman | 6 | 12,120. |
| 9224 | Fingerprint Technician II | 10 | 9,564. |
| 9224 | Fingerprint Technician II | 2 | 8,688. |
| 9224 | Fingerprint Technician II | 2 | 8,268. |
| 9224 | Fingerprint Technician II | 2 | 7,872. |
| 9214 | Fingerprint Technician I | 8 | 7,872. |
| 9214 | Fingerprint Technician I | 7 | 7,500. |
| 9214 | Fingerprint Technician I | 6 | 7,152. |
| 9214 | Fingerprint Technician I | 5 | 6,804. |
| 9214 | Fingerprint Technician I | 7 | 6,480. |
| 9214 | Fingerprint Technician I | 5 | 6,180. |
| 9259 | Police Photographer I | 1 | 8,268. |
| 0827 | Head Stenographer | 1 | 10,056. |
| 0836 | Senior Typist | 1 | 6,480. |
| 0836 | Senior Typist | 3 | 6,180. |
| 0836 | Senior Typist | 1 | 5,892. |
| 0836 | Senior Typist | 2 | 5,604. |
| 0836 | Senior Typist | 1 | 5,340. |
| 0834 | Typist | 1 | 6,180. |
| 0834 | Typist | 1 | 5,604. |

## Department of Police—*Continued*

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **PERFORMING POLICE IDENTIFICATIONS—4122-30—Continued** | | |
| 0834 | Typist | 2 | $ 5,340. |
| 0834 | Typist | 1 | 5,088. |
| 0834 | Typist | 5 | 4,848. |
| 0403 | Senior Clerk | 1 | 6,804. |
| 0403 | Senior Clerk | 4 | 6,480. |
| 0403 | Senior Clerk | 1 | 6,180. |
| 0403 | Senior Clerk | 1 | 5,892. |
| 0403 | Senior Clerk | 1 | 5,340. |
| 0401 | Junior Clerk | 1 | 6,180. |
| 0401 | Junior Clerk | 1 | 5,088. |
| | Schedule Salary Adjustments | | 11,102. |
| | | 113 | 987,590. |
| | **PROCESSING FIELD INQUIRIES—4122-40** | | |
| 9173 | Lieutenant | 1 | 16,416. |
| 9171 | Sergeant | 7 | 14,184. |
| 9170 | Extradition Officer | 1 | 14,184. |
| 9161 | Patrolman | 18 | 12,120. |
| 0426 | Assistant Chief Clerk | 1 | 12,840. |
| 0423 | Head Clerk | 1 | 10,056. |
| 0421 | Principal Clerk | 1 | 9,564. |
| 0421 | Principal Clerk | 1 | 8,268. |
| 0421 | Principal Clerk | 2 | 6,480. |
| 0403 | Senior Clerk | 1 | 6,804. |
| 0403 | Senior Clerk | 5 | 6,480. |
| 0403 | Senior Clerk | 1 | 5,892. |
| 0401 | Junior Clerk | 1 | 7,500. |
| 0401 | Junior Clerk | 3 | 6,180. |
| 0401 | Junior Clerk | 1 | 5,604. |
| 0401 | Junior Clerk | 11 | 5,340. |
| 0401 | Junior Clerk | 10 | 5,088. |
| 0401 | Junior Clerk | 13 | 4,848. |
| 0827 | Head Stenographer | 1 | 11,652. |
| 0823 | Senior Stenographer | 1 | 7,152. |
| 0823 | Senior Stenographer | 1 | 6,480. |
| 0821 | Junior Stenographer | 1 | 4,848. |
| 0836 | Senior Typist | 1 | 5,340. |
| 0834 | Typist | 1 | 6,180. |
| 0834 | Typist | 1 | 5,604. |
| 0834 | Typist | 7 | 5,340. |
| 0834 | Typist | 6 | 4,848. |
| 0606 | Teletype Operator | 2 | 5,892. |
| 0606 | Teletype Operator | 2 | 5,604. |
| 0606 | Teletype Operator | 2 | 4,848. |
| 0606 | Teletype Operator | 4 | 4,620. |
| | Schedule Salary Adjustments | | 9,149. |
| | | 109 | 825,161. |

## Department of Police—*Continued*

### POSITIONS AND SALARIES—Continued

### PERFORMING DEPARTMENTAL CENTRAL SERVICES—4123

#### ADMINISTRATION—CENTRAL SERVICES—4123-00

| Code | Positions | No. | Rate |
|---|---|---|---|
| 9742 | Director of Central Services | 1 | $ 20,064. |
| 9161 | Patrolman | 1 | 12,120. |
| | **Schedule Salary Adjustments** | | |
| | | 2 | 32,184. |

#### CUSTODY OF EVIDENCE AND RECOVERED PROPERTY—4123-10

| Code | Positions | No. | Rate |
|---|---|---|---|
| 9173 | Lieutenant | 1 | 16,416. |
| 9171 | Sergeant | 1 | 14,184. |
| 9161 | Patrolman | 22 | 12,120. |
| 0403 | Senior Clerk | 1 | 6,804. |
| 0403 | Senior Clerk | 1 | 6,480. |
| 0401 | Junior Clerk | 1 | 4,848. |
| 0823 | Senior Stenographer | 1 | 5,892. |
| 0836 | Senior Typist | 1 | 5,340. |
| | Schedule Salary Adjustments | | 944. |
| | | 29 | 327,548. |

#### EQUIPMENT AND SUPPLY SERVICES—4123-20

| Code | Positions | No. | Rate |
|---|---|---|---|
| 9161 | Patrolman | 17 | 12,120. |
| 1852 | Supervisor of Inventory Control II | 1 | 14,856. |
| 0403 | Senior Clerk | 1 | 8,268. |
| 0403 | Senior Clerk | 1 | 7,152. |
| 0403 | Senior Clerk | 1 | 6,804. |
| 0403 | Senior Clerk | 1 | 5,340. |
| 0836 | Senior Typist | 1 | 5,340. |
| | Schedule Salary Adjustments | | 252. |
| | | 23 | 254,052. |

#### PROVIDING GRAPHIC ART SERVICES—4123-30

| Code | Positions | No. | Rate |
|---|---|---|---|
| 9173 | Lieutenant | 1 | 16,416. |
| 9161 | Patrolman | 14 | 12,120. |
| 9250 | Police Artist | 1 | 14,184. |
| 9260 | Police Photographer II | 1 | 10,560. |
| 9259 | Police Photographer I | 1 | 8,268. |
| 9259 | Police Photographer I | 2 | 7,500. |
| 0906 | Still and Motion Picture Photographer II | 1 | 10,560. |
| 0905 | Still and Motion Picture Photographer I | 1 | 8,688. |
| 5752 | Map Draftsman II | 1 | 9,120. |
| 5752 | Map Draftsman II | 1 | 7,872. |
| 0401 | Junior Clerk | 1 | 6,180. |
| 0401 | Junior Clerk | 1 | 5,340. |
| 0836 | Senior Typist | 1 | 6,804. |
| 0834 | Typist | 2 | 5,340. |
| | Schedule Salary Adjustments | | 1,465. |
| | | 29 | 300,817. |

## Department of Police—*Continued*

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **CUSTODY AND DISPOSAL OF ABANDONED AND ACCIDENT VEHICLES—4123-40** | | |
| 9173 | Lieutenant | 1 | $ 16,416. |
| 9171 | Sergeant | 7 | 14,184. |
| 9165 | Patrolman (assigned as Detective) | 7 | 13,008. |
| 9166 | Patrolman (assigned as Auto Pound Supervisor) | 7 | 13,008. |
| 9161 | Patrolman | 88 | 12,120. |
| 0403 | Senior Clerk | 3 | 7,152. |
| 0403 | Senior Clerk | 3 | 6,804. |
| 0403 | Senior Clerk | 1 | 6,480. |
| 0403 | Senior Clerk | 1 | 5,892. |
| 0401 | Junior Clerk | 1 | 6,180. |
| 0401 | Junior Clerk | 1 | 5,604. |
| 0823 | Senior Stenographer | 1 | 6,180. |
| 0836 | Senior Typist | 1 | 6,804. |
| 0836 | Senior Typist | 1 | 6,480. |
| 0834 | Typist | 2 | 5,604. |
| 0834 | Typist | 1 | 5,340. |
| 0834 | Typist | 3 | 5,088. |
| 0834 | Typist | 4 | 4,848. |
| | Schedule Salary Adjustments | | 2,490. |
| | | 133 | 1,503,558. |
| | **PROCESSING AND DELIVERING DEPARTMENTAL MAIL—4123-50** | | |
| 9171 | Sergeant | 1 | 14,184. |
| 9161 | Patrolman | 34 | 12,120. |
| 0401 | Junior Clerk | 1 | 6,480. |
| | Schedule Salary Adjustments | | |
| | | 36 | 432,744. |
| | **CARE AND CUSTODY OF ANIMALS—4123-60** | | |
| 9171 | Sergeant | 1 | 14,184. |
| 9161 | Patrolman | 6 | 12,120. |
| 9155 | Poundmaster | 1 | 8,268. |
| 9153 | Assistant Poundmaster | 1 | 9,564. |
| 9151 | Dog Catcher | 1 | 9,564. |
| 9151 | Dog Catcher | 7 | 8,688. |
| 9151 | Dog Catcher | 4 | 8,268. |
| 9151 | Dog Catcher | 1 | 7,872. |
| 9151 | Dog Catcher | 3 | 7,500. |
| 9151 | Dog Catcher | 3 | 7,152. |
| 9151 | Dog Catcher | 2 | 6,804. |
| | Schedule Salary Adjustments | | 3,144. |
| | | 30 | 276,768. |

100-Corporate Fund

## Department of Police—*Continued*

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **CENTRAL CARE, CUSTODY AND TRANSPORTATION OF PRISONERS—4123-70** | | |
| 9173 | Lieutenant | 1 | $ 16,416. |
| 9171 | Sergeant | 6 | 14,184. |
| 9161 | Patrolman | 73 | 12,120. |
| 9133 | Sergeant of Policewomen | 1 | 14,184. |
| 9121 | Matron (Police) | 31 | 12,120. |
| 0823 | Senior Stenographer | 1 | 7,152. |
| | Schedule Salary Adjustments | | |
| | | 113 | 1,383,336. |
| | **DETECTION OF CRIMES BY SCIENTIFIC MEANS—4124** | | |
| 9791 | Director of Crime Laboratory | 1 | 19,140. |
| 9175 | Captain | 1 | 18,096. |
| 9171 | Sergeant | 1 | 14,184. |
| 9161 | Patrolman | 2 | 12,120. |
| 9216 | Firearms Identification Technician II | 4 | 16,416. |
| 9213 | Firearms Identification Technician I | 4 | 14,184. |
| 9213 | Firearms Identification Technician I | 1 | 13,524. |
| 9234 | Police Laboratory Technician III | 3 | 16,416. |
| 9234 | Police Laboratory Technician III | 1 | 15,636. |
| 9233 | Police Laboratory Technician II | 19 | 14,184. |
| 9232 | Police Laboratory Technician I | 5 | 13,008. |
| 9220 | Spectroscopist | 1 | 15,600. |
| 9212 | Document Examiner III | 1 | 13,476. |
| 9211 | Document Examiner II | 1 | 10,560. |
| 9210 | Document Examiner I | 1 | 10,056. |
| 9235 | Police Chemist III | 1 | 16,380. |
| 9231 | Police Chemist II | 1 | 14,856. |
| 9231 | Police Chemist II | 1 | 12,240. |
| 9231 | Police Chemist II | 1 | 11,100. |
| 9231 | Police Chemist II | 1 | 10,560. |
| 9230 | Police Chemist I | 1 | 9,564. |
| 9217 | Microanalyst III | 1 | 15,600. |
| 9215 | Microanalyst II | 1 | 14,856. |
| 9215 | Microanalyst II | 1 | 12,240. |
| 9219 | Microanalyst I | 1 | 10,056. |
| 9243 | Polygraph Examiner III | 1 | 14,856. |
| 9242 | Polygraph Examiner II | 1 | 14,148. |
| 9242 | Polygram Examiner II | 1 | 13,476. |
| 9241 | Polygraph Examiner I | 2 | 9,564. |
| 9252 | Forensic Photographer | 1 | 9,120. |
| 0823 | Senior Stenographer | 2 | 8,268. |
| 0823 | Senior Stenographer | 1 | 7,500. |
| 0823 | Senior Stenographer | 1 | 7,152. |
| 0823 | Senior Stenographer | 1 | 5,604. |
| 0836 | Senior Typist | 1 | 6,804. |
| 0834 | Typist | 1 | 5,892. |
| 0834 | Typist | 2 | 4,848. |
| | Schedule Salary Adjustments | | 3,148. |
| | | 71 | 921,208. |

## Department of Police—*Continued*

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| **MAINTAINING DEPARTMENTAL VEHICLES—4125** | | | |
| 9743 | Director of Automotive Maintenance | 1 | $ 20,064. |
| 9171 | Sergeant | 4 | 14,184. |
| 9168 | Patrolman (assigned as Garage Supervisor) | 4 | 13,008. |
| 9161 | Patrolman | 58 | 12,120. |
| 7176 | Supervisor of Automotive Maintenance | 1 | 15,600. |
| 0302 | Administrative Assistant II | 1 | 10,560. |
| 0301 | Administrative Assistant I | 1 | 8,268. |
| 0823 | Senior Stenographer | 1 | 6,180. |
| 0836 | Senior Typist | 1 | 5,340. |
| 0403 | Senior Clerk | 3 | 6,804. |
| 0403 | Senior Clerk | 1 | 6,480. |
| 0403 | Senior Clerk | 1 | 6,180. |
| 0401 | Junior Clerk | 1 | 6,180. |
| 0401 | Junior Clerk | 1 | 5,892. |
| 6676 | Foreman of Machinists (2,080h) | 1 | 1,184.00m |
| 6674 | Machinist (Sub-foreman) (255d) (2,040h) | 1 | 6.53h |
| 6674 | Machinist (255d) (2,040h) | 30 | 6.18h |
| 6674 | Machinist (2,080h) | 4 | 1,071.00m |
| | Machinist Vacation Relief | | 21,754. |
| 9405 | Washer and Greaser (assigned in charge) (255d) (2,040h) | 1 | 4.90h |
| 9405 | Washer and Greaser (255d) (2,040h) | 27 | 4.40h |
| | Washer and Greaser Vacation Relief | | 10,240. |
| | Schedule Salary Adjustments | | 610. |
| | | 143 | 1,664,989. |
| **MAINTAINING DEPARTMENTAL BUILDINGS—4126** | | | |
| 9161 | Patrolman | 2 | 12,120. |
| 0823 | Senior Stenographer | 1 | 7,152. |
| 7747 | Chief Operating Engineer | 1 | 1,376.00m |
| | (Effective July 1) | | 1,474.00m |
| 7745 | Assistant Chief Operating Engineer | 4 | 1,261.00m |
| | (Effective July 1) | | 1,350.00m |
| 7745 | Assistant Chief Operating Engineer | (3m) | 1,261.00m |
| 7743 | Operating Engineer, Group A | (60m) | 1,146.50m |
| | (Effective July 1) | | 1,228.50m |
| 7741 | Operating Engineer, Group C | (72m) | 946.00m |
| | (Effective July 1) | | 1,019.00m |
| 7740 | Station Engineer | (96m) | 771.00m |
| 4223 | Janitor | 90 | 630.00m |
| 4285 | Window Washer | 4 | 662.00m |
| 5035 | Electrical Mechanic | 3 | 1,258.50m |
| 9534 | Laborer (280d) (2,240h) | 6 | 3.91h |
| | Vacation Relief | | 1,100. |
| | Schedule Salary Adjustments | | |
| | | 131 | 1,142,077. |

100-Corporate Fund

## Department of Police—*Continued*

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **MAINTAINING DEPARTMENTAL RADIOS—4127** | | |
| 9682 | Director of Radio Maintenance | 1 | $ 20,064. |
| 9161 | Patrolman | 1 | 12,120. |
| 5038 | Supervisor of Radio Maintenance | 1 | 18,984. |
| 0823 | Senior Stenographer | 1 | 6,180. |
| 0836 | Senior Typist | 1 | 5,604. |
| 5040 | Foreman of Electrical Mechanics | 3 | 1,423.50m |
| 5035 | Electrical Mechanic | 74 | 1,258.50m |
| | Electrical Mechanic Vacation Relief | | 35,000. |
| | Schedule Salary Adjustments | | 143. |
| | | 82 | 1,266,889. |
| | **TRAINING POLICE PERSONNEL—4128** | | |
| 9744 | Director of Training | 1 | 20,064. |
| 9173 | Lieutenant | 4 | 16,416. |
| 9171 | Sergeant | 40 | 14,184. |
| 9167 | Patrolman (assigned as Youth Officer) | 2 | 13,008. |
| 9165 | Patrolman (assigned as Detective) | 4 | 13,008. |
| 9161 | Patrolman | 37 | 12,120. |
| 9043 | Supervisor of Police Physical Training | 1 | 12,840. |
| 1363 | Training Technician I | 1 | 8,268. |
| 1324 | Training Writer | 1 | 10,056. |
| 0825 | Principal Stenographer | 1 | 8,688. |
| 0823 | Senior Stenographer | 1 | 7,152. |
| 0823 | Senior Stenographer | 2 | 5,604. |
| 0421 | Principal Clerk | 1 | 7,872. |
| 0403 | Senior Clerk | 1 | 6,804. |
| 0401 | Junior Clerk | 1 | 7,500. |
| 0401 | Junior Clerk | 1 | 6,480. |
| 0836 | Senior Typist | 3 | 6,804. |
| 0836 | Senior Typist | 1 | 5,892. |
| 0836 | Senior Typist | 1 | 5,340. |
| 0834 | Typist | 1 | 4,848. |
| | Schedule Salary Adjustments | | 907. |
| | | 105 | 1,303,843. |
| | **DATA SYSTEMS DIVISION—4129** | | |
| 9175 | Captain | 1 | 18,096. |
| 9161 | Patrolman | 3 | 12,120. |
| 1166 | Chief Systems Engineer | 1 | 15,600. |
| 1129 | Manager of Police Systems | 1 | 16,380. |
| 1167 | Senior Systems Engineer | 1 | 15,600. |
| 1167 | Senior Systems Engineer | 1 | 14,856. |
| 1167 | Senior Systems Engineer | 1 | 12,840. |
| 1170 | Senior Applications Designer | 2 | 12,840. |
| 1170 | Senior Applications Designer | 5 | 12,240. |
| 1168 | Systems Engineer | 1 | 11,652. |
| 1168 | Systems Engineer | 3 | 11,100. |
| 1168 | Systems Engineer | 6 | 10,560. |
| 1171 | Applications Designer | 1 | 10,560. |
| 1171 | Applications Designer | 3 | 10,056. |

## Department of Police—*Continued*

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **DATA SYSTEMS DIVISION—4129—Continued** | | |
| 1130 | Manager of Police Operations | 1 | $ 17,220. |
| 1131 | Assistant Manager of Police Operations | 1 | 12,240. |
| 0670 | Supervisor of Terminal Operators | 1 | 9,120. |
| 0640 | Shift Supervisor of Computer Operations | 1 | 10,560. |
| 0634 | Chief Supervisor of Data Preparation | 1 | 14,148. |
| 0639 | Chief Supervisor of Computer Operations | 1 | 13,476. |
| 0640 | Shift Supervisor of Computer Operations | 1 | 10,056. |
| 0640 | Shift Supervisor of Computer Operations | 1 | 9,564. |
| 0663 | Principal Computer Console Operator | 1 | 10,560. |
| 0663 | Principal Computer Console Operator | 1 | 9,120. |
| 0663 | Principal Computer Console Operator | 1 | 8,688. |
| 0663 | Principal Computer Console Operator | 1 | 8,268. |
| 0662 | Senior Computer Console Operator | 1 | 9,120. |
| 0662 | Senior Computer Console Operator | 1 | 8,688. |
| 0662 | Senior Computer Console Operator | 1 | 8,268. |
| 0660 | Computer Console Operator | 4 | 7,152. |
| 0660 | Computer Console Operator | 2 | 6,804. |
| 0631 | Senior Data Controller | 1 | 9,120. |
| 0631 | Senior Data Controller | 2 | 7,500. |
| 0632 | Data Controller | 1 | 9,564. |
| 0632 | Data Controller | 3 | 8,268. |
| 0632 | Data Controller | 2 | 7,872. |
| 0632 | Data Controller | 1 | 7,500. |
| 0632 | Data Controller | 5 | 6,180. |
| 0642 | Librarian Tape-Disk | 1 | 9,120. |
| 0673 | Senior Tabulating Machine Operator | 1 | 5,892. |
| 0673 | Senior Tabulating Machine Operator | 2 | 5,604. |
| 0618 | Supervisor of Key Punching | 1 | 7,872. |
| 0617 | Principal Key Punch Operator | 1 | 7,500. |
| 0617 | Principal Key Punch Operator | 1 | 6,804. |
| 0616 | Senior Key Punch Operator | 3 | 6,180. |
| 0616 | Senior Key Punch Operator | 2 | 5,892. |
| 0616 | Senior Key Punch Operator | 1 | 5,604. |
| 0614 | Key Punch Operator | 1 | 6,180. |
| 0614 | Key Punch Operator | 1 | 5,892. |
| 0614 | Key Punch Operator | 13 | 5,604. |
| 0614 | Key Punch Operator | 8 | 5,340. |
| 0614 | Key Punch Operator | 16 | 5,088. |
| 0825 | Principal Stenographer | 1 | 8,268. |
| 0823 | Senior Stenographer | 1 | 5,892. |
| 0823 | Senior Stenographer | 1 | 5,604. |
| 0421 | Principal Clerk | 3 | 8,688. |
| 0421 | Principal Clerk | 1 | 8,268. |
| 0421 | Principal Clerk | 1 | 6,480. |
| 0403 | Senior Clerk | 1 | 7,872. |
| 0403 | Senior Clerk | 6 | 7,152. |
| 0403 | Senior Clerk | 2 | 6,804. |

## Department of Police—*Continued*

### POSITIONS AND SALARIES—Continued

#### DATA SYSTEMS DIVISION—4129—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| 0403 | Senior Clerk | 2 | $ 6,480. |
| 0403 | Senior Clerk | 4 | 6,180. |
| 0403 | Senior Clerk | 2 | 5,892. |
| 0403 | Senior Clerk | 8 | 5,604. |
| 0403 | Senior Clerk | 5 | 5,340. |
| 0401 | Junior Clerk | 2 | 5,340. |
| 0401 | Junior Clerk | 1 | 5,088. |
|  | Schedule Salary Adjustments |  | 22,316. |
|  | (4121 Staff Services $19,090,959) | 159 | 1,257,020. |

#### ADMINISTRATION—INSPECTIONAL SERVICES—4131

| Code | Positions | No. | Rate |
|---|---|---|---|
| 9782 | Deputy Superintendent | 1 | 29,500. |
| 9173 | Lieutenant | 1 | 16,416. |
| 9171 | Sergeant | 2 | 14,184. |
| 9161 | Patrolman | 1 | 12,120. |
| 0836 | Senior Typist | 1 | 5,892. |
|  | Schedule Salary Adjustments |  | 36. |
|  |  | 6 | 92,332. |

#### CONDUCTING INTERNAL INVESTIGATIONS—4132

| Code | Positions | No. | Rate |
|---|---|---|---|
| 9745 | Director of Internal Investigations Division | 1 | 18,228. |
| 9175 | Captain | 1 | 18,096. |
| 9173 | Lieutenant | 24 | 16,416. |
| 9171 | Sergeant | 64 | 14,184. |
| 9165 | Patrolman (assigned as Detective) | 4 | 13,008. |
| 9161 | Patrolman | 11 | 12,120. |
| 0308 | Staff Assistant | 1 | 12,840. |
| 0825 | Principal Stenographer | 1 | 7,872. |
| 0823 | Senior Stenographer | 2 | 7,152. |
| 0823 | Senior Stenographer | 1 | 6,180. |
| 0823 | Senior Stenographer | 3 | 5,892. |
| 0836 | Senior Typist | 1 | 5,892. |
|  | Schedule Salary Adjustments |  | 636. |
|  |  | 114 | 1,588,836. |

#### INVESTIGATING CRIMINAL ACTIVITY—4134

| Code | Positions | No. | Rate |
|---|---|---|---|
| 9747 | Director of Vice Control | 1 | 19,140. |
| 9173 | Lieutenant | 6 | 16,416. |
| 9171 | Sergeant | 31 | 14,184. |
| 9165 | Patrolman (assigned as Detective) | 104 | 13,008. |
| 9161 | Patrolman | 54 | 12,120. |
| 9131 | Policewoman | 4 | 12,120. |
| 0421 | Principal Clerk | 1 | 8,268. |
| 0403 | Senior Clerk | 1 | 7,152. |
| 0825 | Principal Stenographer | 1 | 7,872. |
| 0823 | Senior Stenographer | 1 | 7,152. |
| 0836 | Senior Typist | 2 | 6,804. |
| 0836 | Senior Typist | 1 | 6,480. |
| 0836 | Senior Typist | 1 | 6,180. |

## Department of Police—*Continued*

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **INVESTIGATING CRIMINAL ACTIVITY—4134—Continued** | | |
| 0836 | Senior Typist | 1 | $ 5,604. |
| 0836 | Senior Typist | 1 | 5,340. |
| 0834 | Typist | 1 | 5,892. |
| 0834 | Typist | 1 | 5,604. |
| | Schedule Salary Adjustments | | 850. |
| | | 212 | 2,693,134. |
| | **CONDUCTING INTELLIGENCE SURVEYS—4135** | | |
| 9748 | Director of Intelligence Division | 1 | 19,140. |
| 9175 | Captain | 1 | 18,096. |
| 9173 | Lieutenant | 8 | 16,416. |
| 9171 | Sergeant | 47 | 14,184. |
| 9167 | Patrolman (assigned as Youth Officer) | 10 | 13,008. |
| 9165 | Patrolman (assigned as Detective) | 152 | 13,008. |
| 9161 | Patrolman | 135 | 12,120. |
| 0403 | Senior Clerk | 2 | 5,892. |
| 0403 | Senior Clerk | 1 | 5,604. |
| 0403 | Senior Clerk | 1 | 5,340. |
| 0823 | Senior Stenographer | 1 | 6,180. |
| 0823 | Senior Stenographer | 3 | 5,892. |
| 0836 | Senior Typist | 1 | 7,152. |
| 0836 | Senior Typist | 5 | 6,804. |
| 0836 | Senior Typist | 1 | 6,480. |
| 0836 | Senior Typist | 2 | 6,180. |
| 0836 | Senior Typist | 1 | 5,892. |
| 0836 | Senior Typist | 3 | 5,604. |
| 0836 | Senior Typist | 7 | 5,340. |
| | Schedule Salary Adjustments | | 2,826. |
| | (4131 Inspection Services $9,122,516) | 382 | 4,748,214. |
| | **ADMINISTRATION—FIELD SERVICES—4141** | | |
| 9781 | First Deputy Superintendent | 1 | 31,000. |
| 9755 | Assistant Deputy Superintendent | 4 | 23,208. |
| 9763 | Coordinator-Interdepartmental Police Matters | 1 | 15,756. |
| 9171 | Sergeant | 1 | 14,184. |
| 9161 | Patrolman | 16 | 12,120. |
| 0823 | Senior Stenographer | 1 | 6,804. |
| | Schedule Salary Adjustments | | 284. |
| | | 24 | 354,780. |

## Department of Police—*Continued*

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **COMMUNITY SERVICES DIVISION—4142** | | |
| 9796 | Deputy Chief | 1 | $ 22,116. |
| 9761 | Coordinator of Human Relations | 1 | 17,376. |
| 9762 | Coordinator of Community Relations | 1 | 15,024. |
| 9173 | Lieutenant | 1 | 16,416. |
| 9171 | Sergeant | 3 | 14,184. |
| 9161 | Patrolman | 13 | 12,120. |
| 0823 | Senior Stenographer | 1 | 7,152. |
| 0823 | Senior Stenographer | 1 | 6,804. |
| 0823 | Senior Stenographer | 1 | 5,604. |
| | Schedule Salary Adjustments | | 1,469. |
| | | 23 | 292,073. |
| | **ADMINISTRATION PATROL—4151** | | |
| 9795 | Chief of Patrol Division | 1 | 26,832. |
| 9796 | Deputy Chief of Patrol Division | 6 | 23,208. |
| 9796 | Deputy Chief of Patrol Division | 1 | 22,116. |
| 9749 | Director of Labor Relations | 1 | 20,064. |
| 9173 | Lieutenant | 5 | 16,416. |
| 9171 | Sergeant | 29 | 14,184. |
| 9165 | Patrolman (assigned as Detective) | 12 | 13,008. |
| 9161 | Patrolman | 12 | 12,120. |
| 9135 | Lieutenant of Policewomen | 1 | 16,416. |
| 0825 | Principal Stenographer | 1 | 8,688. |
| 0836 | Senior Typist | 1 | 5,340. |
| 0834 | Typist | 1 | 5,088. |
| 0834 | Typist | 1 | 4,848. |
| 0401 | Junior Clerk | 1 | 5,088. |
| | Schedule Salary Adjustments | | 1,079. |
| | | 73 | 1,049,759. |
| | **PATROLLING BY TASK FORCE—4152** | | |
| 9750 | Task Force Commander | 1 | 19,140. |
| 9175 | Captain | 2 | 18,096. |
| 9173 | Lieutenant | 14 | 16,416. |
| 9171 | Sergeant | 111 | 14,184. |
| 9161 | Patrolman | 724 | 12,120. |
| 0823 | Senior Stenographer | 1 | 5,604. |
| 0836 | Senior Typist | 1 | 6,804. |
| | Schedule Salary Adjustments | | 291. |
| | | 854 | 10,647,159. |

## Department of Police—*Continued*

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **DISTRICT LAW ENFORCEMENT—4153** | | |
| 9751 | District Commander | 12 | $ 20,064. |
| 9751 | District Commander | 3 | 19,140. |
| 9751 | District Commander | 6 | 18,228. |
| 9175 | Captain | 63 | 18,096. |
| 9173 | Lieutenant | 153 | 16,416. |
| 9171 | Sergeant | 613 | 14,184. |
| 9161 | Patrolman | 3,957 | 12,120. |
| 9161 | Patrolman | 820 | 11,184. |
| 9161 | Patrolman | 1,154 | 10,572. |
| 9161 | Patrolman | 82 | 10,008. |
| 9161 | Patrolman | 500 | 9,600. |
| 9656 | Police Cadet | 1 | 6,180. |
| 9656 | Police Cadet | 13 | 5,892. |
| 9656 | Police Cadet | 96 | 5,604. |
| 9656 | Police Cadet | 118 | 5,340. |
| 9656 | Police Cadet | 86 | 5,088. |
| 0823 | Senior Stenographer | 2 | 7,500. |
| 0823 | Senior Stenographer | 8 | 7,152. |
| 0823 | Senior Stenographer | 5 | 6,804. |
| 0823 | Senior Stenographer | 2 | 6,480. |
| 0823 | Senior Stenographer | 6 | 6,180. |
| 0823 | Senior Stenographer | 2 | 5,892. |
| 0823 | Senior Stenographer | 3 | 5,604. |
| 0836 | Senior Typist | 3 | 6,180. |
| 0836 | Senior Typist | 3 | 5,892. |
| 0836 | Senior Typist | 3 | 5,604. |
| 0834 | Typist | 4 | 6,180. |
| 0834 | Typist | 9 | 5,892. |
| 0834 | Typist | 12 | 5,604. |
| 0834 | Typist | 9 | 5,340. |
| 0834 | Typist | 9 | 5,088. |
| 0834 | Typist | 14 | 4,848. |
| 9111 | Crossing Guard (800h) after one year at preceding rate and 10 years continuous service | 437 | 3.60h |
| 9111 | Crossing Guard (800h) after one year at preceding rate and 7 years continuous service | 386 | 3.43h |
| 9111 | Crossing Guard (800 hours) | 117 | 3.27h |
| 9111 | Crossing Guard (800 hours) | 278 | 3.11h |
| 9111 | Crossing Guard (800 hours) | 101 | 2.96h |
| 9111 | Crossing Guard (800 hours) | 152 | 2.82h |
| 9111 | Crossing Guard (800 hours) | | 2.67h |
| 9111 | Crossing Guard (28,800 hours) | 36 | 3.60h |
| | Schedule Salary Adjustments | | 940,797. |
| | | 9,278 | 94,879,613. |

## Department of Police—*Continued*

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **PROVIDING SPECIAL POLICE SERVICES—4154** | | |
| 9175 | Captain | 1 | $ 18,096. |
| 9173 | Lieutenant | 5 | 16,416. |
| 9171 | Sergeant | 35 | 14,184. |
| 9165 | Patrolman (assigned as Detective) | 44 | 13,008. |
| 9167 | Patrolman (assigned as Youth Officer) | 1 | 13,008. |
| 9161 | Patrolman | 134 | 12,120. |
| 9121 | Matron (Police) | 1 | 12,120. |
| 0836 | Senior Typist | 1 | 5,604. |
| 0836 | Senior Typist | 1 | 5,340. |
| | Schedule Salary Adjustments | | 252. |
| | | 223 | 2,829,372. |
| | **ADMINISTRATION—CRIME DETECTION—4161** | | |
| 9794 | Chief of Detectives | 1 | 25,560. |
| 9793 | Deputy Chief of Detectives | 2 | 23,208. |
| 9793 | Deputy Chief of Detectives | 1 | 22,116. |
| 9790 | Detective Commander | 3 | 20,064. |
| 9790 | Detective Commander | 1 | 19,140. |
| 9790 | Detective Commander | 1 | 18,228. |
| 9173 | Lieutenant | 1 | 16,416. |
| 9171 | Sergeant | 8 | 14,184. |
| 9165 | Patrolman (assigned as Detective) | 33 | 13,008. |
| 9161 | Patrolman | 12 | 12,120. |
| 9159 | Explosives Technician II | 1 | 15,636. |
| 9158 | Explosives Technician I | 2 | 14,184. |
| 0825 | Principal Stenographer | 1 | 6,804. |
| 0823 | Senior Stenographer | 6 | 6,180. |
| 0823 | Senior Stenographer | 1 | 5,892. |
| 0836 | Senior Typist | 1 | 7,152. |
| | Schedule Salary Adjustments | | 3,288. |
| | | 75 | 1,000,464. |
| | **AREA CRIME DETECTION—4162** | | |
| 9173 | Lieutenant | 30 | 16,416. |
| 9171 | Sergeant | 137 | 14,184. |
| 9165 | Patrolman (assigned as Detective) | 859 | 13,008. |
| 9161 | Patrolman | 36 | 12,120. |
| 0823 | Senior Stenographer | 5 | 7,152. |
| 0823 | Senior Stenographer | 1 | 6,804. |
| 0823 | Senior Stenographer | 1 | 6,180. |
| 0823 | Senior Stenographer | 3 | 5,604. |
| 0836 | Senior Typist | 1 | 7,500. |
| 0836 | Senior Typist | 2 | 7,152. |
| 0836 | Senior Typist | 18 | 6,804. |
| 0836 | Senior Typist | 3 | 6,480. |
| 0836 | Senior Typist | 2 | 5,892. |
| 0836 | Senior Typist | 1 | 5,604. |
| 0836 | Senior Typist | 3 | 5,340. |
| | Schedule Salary Adjustments | | 1,913. |
| | | 1,102 | 14,310,473. |

## Department of Police—*Continued*

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| **ADMINISTRATION—CRIME PREVENTION—4171** | | | |
| 9797 | Director of Youth Division | 1 | $ 20,064. |
| 9175 | Captain | 1 | 18,096. |
| 9173 | Lieutenant | 8 | 16,416. |
| 9171 | Sergeant | 44 | 14,184. |
| 9167 | Patrolman (assigned as Youth Officer) | 213 | 13,008. |
| 9165 | Patrolman (assigned as Detective) | 2 | 13,008. |
| 9161 | Patrolman | 124 | 12,120. |
| 9131 | Policewoman | 64 | 12,120. |
| 9131 | Policewoman | 17 | 11,184. |
| 0403 | Senior Clerk | 1 | 6,804. |
| 0401 | Junior Clerk | 3 | 6,180. |
| 0401 | Junior Clerk | 3 | 5,892. |
| 0401 | Junior Clerk | 1 | 5,604. |
| 0401 | Junior Clerk | 1 | 5,340. |
| 0401 | Junior Clerk | 1 | 5,088. |
| 0401 | Junior Clerk | 1 | 4,848. |
| 0823 | Senior Stenographer | 2 | 5,892. |
| 0836 | Senior Typist | 1 | 7,872. |
| 0836 | Senior Typist | 3 | 6,804. |
| 0836 | Senior Typist | 1 | 6,180. |
| 0834 | Typist | 1 | 6,180. |
| 0834 | Typist | 1 | 5,604. |
| 0834 | Typist | 5 | 5,340. |
| 0834 | Typist | 2 | 5,088. |
| | Schedule Salary Adjustments | | 1,892. |
| | | 501 | 6,219,692. |
| | **INSPECTION OF ENTERTAINMENT EXHIBITIONS—4174** | | |
| 9171 | Sergeant | 1 | 14,184. |
| 9131 | Policewoman | 4 | 12,120. |
| 9011 | Censor of Moving Pictures | 2 | 7,500. |
| 9011 | Censor of Moving Pictures | 2 | 6,804. |
| 9011 | Censor of Moving Pictures | 2 | 5,088. |
| 0834 | Typist | 1 | 5,604. |

100-Corporate Fund

## Department of Police—*Continued*

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **INSPECTION OF ENTERTAINMENT EXHIBITIONS —4174—Continued** | | |
| 0645 | Motion Picture Machine Operator | 2 | $ 275.00w |
| 0645 | Motion Picture Machine Operator (Vacation Relief) (not to exceed 4 weeks) | (4w) | 275.00w |
| | Schedule Salary Adjustments | | 372. |
| | | 14 | 137,124. |
| | **ADMINISTRATION—TRAFFIC DIRECTION AND SAFETY—4181** | | |
| 9798 | Chief of Traffic Division | 1 | 26,832. |
| 9799 | Deputy Chief of Traffic | 2 | 23,208. |
| 9173 | Lieutenant | 1 | 16,416. |
| 9171 | Sergeant | 5 | 14,184. |
| 9161 | Patrolman | 26 | 12,120. |
| 0823 | Senior Stenographer | 1 | 7,872. |
| 0823 | Senior Stenographer | 1 | 7,152. |
| 0823 | Senior Stenographer | 2 | 6,180. |
| | Schedule Salary Adjustments | | 120. |
| | | 39 | 503,208. |
| | **MAINTAINING TRAFFIC RECORDS AND STATISTICS—4182** | | |
| 9175 | Captain | 1 | 18,096. |
| 9173 | Lieutenant | 1 | 16,416. |
| 9171 | Sergeant | 4 | 14,184. |
| 9161 | Patrolman | 9 | 12,120. |
| 0421 | Principal Clerk | 2 | 9,564. |
| 0421 | Principal Clerk | 1 | 7,872. |
| 0403 | Senior Clerk | 3 | 6,480. |
| 0403 | Senior Clerk | 1 | 6,180. |
| 0403 | Senior Clerk | 1 | 5,892. |
| 0403 | Senior Clerk | 5 | 5,340. |
| 0401 | Junior Clerk | 1 | 6,480. |
| 0401 | Junior Clerk | 10 | 6,180. |
| 0401 | Junior Clerk | 5 | 5,892. |
| 0401 | Junior Clerk | 3 | 5,604. |
| 0401 | Junior Clerk | 6 | 5,340. |
| 0401 | Junior Clerk | 4 | 5,088. |
| 0401 | Junior Clerk | 11 | 4,4848. |
| 0823 | Senior Stenographer | 1 | 5,604. |
| 0834 | Typist | 1 | 5,604. |
| 0671 | Tabulating Machine Operator | 1 | 6,480. |
| 0671 | Tabulating Machine Operator | 1 | 5,604. |
| 0617 | Principal Key Punch Operator | 1 | 7,872. |
| 0616 | Senior Key Punch Operator | 2 | 7,152. |
| 0616 | Senior Key Punch Operator | 1 | 6,180. |
| 0616 | Senior Key Punch Operator | 1 | 5,892. |
| 0614 | Key Punch Operator | 2 | 6,480. |
| 0614 | Key Punch Operator | 2 | 5,892. |
| 0614 | Key Punch Operator | 9 | 5,604. |
| 0614 | Key Punch Operator | 2 | 5,340. |
| 0614 | Key Punch Operator | 9 | 5,088. |
| | Schedule Salary Adjustments | | 8,911. |
| | | 101 | 703,915. |

## Department of Police—*Continued*

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| **PERFORMING SPECIAL TRAFFIC SERVICES—4183** | | | |
| 9173 | Lieutenant | 1 | $ 16,416. |
| 9171 | Sergeant | 5 | 14,184. |
| 9161 | Patrolman | 40 | 12,120. |
| 0403 | Senior Clerk | 1 | 6,180. |
| 0823 | Senior Stenographer | 1 | 6,180. |
| | Schedule Salary Adjustments | | 240. |
| | | 48 | 584,736. |
| **CONDUCTING TRAFFIC INVESTIGATIONS—4186** | | | |
| 9173 | Lieutenant | 2 | 16,416. |
| 9171 | Sergeant | 6 | 14,184. |
| 9161 | Patrolman | 58 | 12,120. |
| 0823 | Senior Stenographer | 1 | 5,892. |
| | Schedule Salary Adjustments | | 144. |
| | | 67 | 826,932. |
| **AREA TRAFFIC ENFORCEMENT—4187** | | | |
| 9175 | Captain | 6 | 18,096. |
| 9173 | Lieutenant | 12 | 16,416. |
| 9171 | Sergeant | 66 | 14,184. |
| 9161 | Patrolman | 446 | 12,120. |
| 0823 | Senior Stenographer | 1 | 7,872. |
| 0823 | Senior Stenographer | 4 | 7,152. |
| 0823 | Senior Stenographer | 1 | 6,180. |
| | Schedule Salary Adjustments | | 349. |
| | | 536 | 6,690,241. |
| **LOOP INTERSECTION CONTROL—4188** | | | |
| 9175 | Captain | 1 | 18,096. |
| 9173 | Lieutenant | 2 | 16,416. |
| 9171 | Sergeant | 9 | 14,184. |
| 9161 | Patrolman | 203 | 12,120. |
| | Schedule Salary Adjustments | | |
| | | 215 | 2,638,944. |
| **TRAFFIC CONTROL BY RADAR—4189** | | | |
| 9173 | Lieutenant | 1 | 16,416. |
| 9171 | Sergeant | 3 | 14,184. |
| 9161 | Patrolman | 33 | 12,120. |
| | (4141 Field Services $144,127,413) | 37 | 458,928. |
| | | 15,991 | $174,641,824. |
| | Less Turnover | | 3,075,203. |
| | | | $171,566,621. |

# FIRE DEPARTMENT

## DISTRIBUTION OF APPROPRIATIONS BY ORGANIZATIONAL ACTIVITIES

| CODE | ORGANIZATIONAL ACTIVITY | Year | Number of Positions | Personal Services | Contractual Services | Travel | Commodities | Contingencies | Specific Purposes | Total Operating Expense | Capital Outlay | Total Appropriation |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **4211** | **Administration** | 1970 | 20 | $ 215,109 | $ 18,650 | $ 3,000 | $ 3,000 | $ 10,000 | | $ 249,759 | $ 8,000 | $ 257,759 |
| | | 1969 | 21 | 218,172 | 17,850 | 3,000 | 1,700 | 10,000 | | 250,722 | 28,000 | 278,722 |
| **4212** | **Fire Extinguishment and Rescue Operations** | 1970 | 4,430 | 56,996,097 | 376,350 | 1,792 | 901,500 | | $ 145,000 | 58,420,739 | 1,101,000 | 59,521,739 |
| | | 1969 | 4,427 | 48,421,536 | 281,600 | 1,792 | 901,150 | | 50,000 | 49,656,078 | 616,000 | 50,272,078 |
| **4213** | **Fire Prevention** | 1970 | 282 | 3,962,875 | 35,250 | 84,000 | 4,500 | | | 4,086,625 | 2,000 | 4,088,625 |
| | | 1969 | 282 | 3,446,551 | 37,300 | 84,000 | 11,000 | | | 3,578,851 | 500 | 3,579,351 |
| **4214** | **Personnel and Fire Instruction** | 1970 | 49 | 719,964 | 21,600 | 1,292 | 17,000 | | | 759,856 | | 759,856 |
| | | 1969 | 49 | 611,950 | 27,400 | 1,292 | 12,200 | | | 652,842 | 3,500 | 656,342 |
| **4215** | **Operation of Fire Alarm Telegraph System** | 1970 | 65 | 863,670 | 8,500 | | 1,500 | | | 873,670 | | 873,670 |
| | | 1969 | 65 | 787,164 | 12,600 | | 2,000 | | | 801,764 | | 801,764 |
| **4216** | **Maintenance of Fire Equipment** | 1970 | 136 | 1,698,752 | 5,000 | | 7,200 | | | 1,710,952 | | 1,710,952 |
| | | 1969 | 136 | 1,585,883 | 5,000 | | 5,500 | | | 1,596,383 | 10,500 | 1,606,883 |
| **4217** | **Fire Investigation** | 1970 | 30 | 392,244 | | 500 | 300 | | | 393,044 | | 393,044 |
| | | 1969 | 30 | 339,696 | | 500 | 1,200 | | | 341,396 | | 341,396 |
| | July 1, 1969 Salary Adjustment, Uniformed Force | 1970 | .... | | | | | | | | | |
| | | 1969 | .... | 1,255,000 | | | | | | 1,255,000 | | 1,255,000 |
| | **Totals** | 1970 | 5,012 | $64,848,711 | $ 465,350 | $90,584 | $ 935,000 | $ 10,000 | $ 145,000 | $66,494,645 | $1,111,000 | $67,605,645 |
| | | 1969 | 5,010 | $56,665,952 | $ 381,750 | $90,584 | $ 934,750 | $ 10,000 | $ 50,000 | $58,133,036 | $ 658,500 | $58,791,536 |

100-Corporate Fund

## Fire Department—*Continued*

### PERFORMANCE DATA

| | | | WORK UNITS | | | PERSONNEL | | | | | | OPERATING COSTS | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Number | | | Number | | Man-Hours | | Man-Hours Per-Unit | | Total for Year | | Av. Cost Per-Unit | |
| CODE | ACTIVITY AND SUB-ACTIVITY | Name | Est. 1970 | Budget 1969 | Act. 1968 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 |
| 4211 | **Administration:** | | | | | | | | | | | | | | |
| | **Administrative and clerical** | | ........ | ........ | ........ | 20 | 21 | 37,020 | 39,031 | ........ | ........ | $ 249,759 | $ 250,722 | ........ | ........ |
| 4212 | **Fire Extinguishment and Rescue Operations:** | | ........ | ........ | ........ | 4,430 | 4,427 | 10,791,200 | 10,783,880 | ........ | ........ | 58,420,739 | 49,656,078 | ........ | ........ |
| 01 | **Supervision and clerical** | | ........ | ........ | ........ | 192 | 142 | 408,902 | 325,480 | ........ | ........ | 2,919,570 | 2,266,816 | ........ | ........ |
| 02 | **Responding to fire alarm calls** | | 98,500 | 98,500 | 102,914 | 4,380 | 4,427 | 1,414,975 | 1,310,050 | 14.36 | 13.30 | 8,692,184 | 6,667,153 | $88.24 | $67.68 |
| 03 | Responding to special duty calls | | 90,000 | 87,500 | 93,377 | 4,380 | 4,427 | 116,200 | 96,250 | 1.29 | 1.10 | 584,632 | 519,078 | 6.49 | 5.93 |
| 04 | **Responding standby service** | | ........ | ........ | ........ | 4,230 | 4,285 | 8,851,123 | 9,052,100 | ........ | ........ | 46,224,353 | 40,203,031 | ........ | ........ |
| 4213 | **Fire Prevention:** | | ........ | ........ | ........ | 282 | 282 | 675,060 | 675,060 | ........ | ........ | 4,086,625 | 3,578,851 | ........ | ........ |
| 01 | **Supervision and clerical** | | ........ | ........ | ........ | 47 | 47 | 107,240 | 113,925 | ........ | ........ | 705,958 | 522,928 | ........ | ........ |
| 02 | **Inspecting and reinspecting mercantile property** | **Inspection** | 75,000 | 100,000 | 62,322 | 158 | 158 | 194,817 | 249,419 | 2.59 | 2.49 | 1,194,982 | 1,321,002 | 15.93 | 11.12 |
| 03 | **Inspecting and reinspecting nursery, nursing homes and hospitals** | **Inspection** | 11,000 | 12,500 | 10,353 | 9 | 9 | 15,372 | 22,505 | 1.39 | 1.91 | 86,465 | 110,442 | 7.86 | 8.83 |
| 04 | **Inspecting and reinspecting hotels** | **Inspection** | 18,000 | 18,000 | 13,408 | 158 | 158 | 9,000 | 8,314 | .50 | .46 | 49,176 | 40,750 | 2.73 | 2.26 |
| 05 | **Inspecting and reinspecting schools** | **Inspection** | 15,000 | 16,000 | 13,623 | 15 | 15 | 25,620 | 37,492 | 1.70 | 2.34 | 145,761 | 178,620 | 9.71 | 11.16 |
| 06 | **Inspecting and reinspecting convention sites and night clubs** | **Inspection** | 20,000 | 20,000 | 16,897 | 158 | 158 | 11,565 | 8,314 | .57 | .41 | 58,200 | 40,750 | 2.91 | 2.03 |
| 07 | **Inspecting and reinspecting for licensing purposes** | **Inspection** | 9,000 | 12,000 | 6,840 | 158 | 158 | 7,710 | 8,314 | .85 | .69 | 42,075 | 40,750 | 4.67 | 3.39 |
| 08 | **Conducting special inspections and other assignments** | | ........ | ........ | ........ | 253 | 253 | 38,000 | 15,411 | ........ | ........ | 223,745 | 62,594 | ........ | ........ |
| 09 | Enforcing fire regulations at Public Assemblies | | ........ | ........ | ........ | 253 | 253 | 152,000 | 73,039 | ........ | ........ | 914,005 | 557,509 | ........ | ........ |

100-Corporate Fund

## Fire Department—*Continued*

### PERFORMANCE DATA—Continued

| CODE | ACTIVITY AND SUB-ACTIVITY | WORK UNITS | | | | PERSONNEL | | | | | | OPERATING COSTS | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Name | Number | | | Number | | Man-Hours | | Man-Hours Per-Unit | | Total for Year | | Av. Cost Per-Unit | |
| | | | Est. 1970 | Budget 1969 | Act. 1968 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 |
| 10 | Attending Fire and Building Code hearings | Hearing | 35,000 | 42,000 | 31,196 | 13 | 13 | 22,204 | 32,493 | .63 | .77 | $ 122,946 | $ 141,608 | $ 3.51 | $ 3.37 |
| 11 | Analyzing inspection reports and processing complaints | | ........... | ........... | ........... | 9 | 9 | 16,380 | 16,380 | ....... | ....... | 96,384 | 84,518 | ....... | ....... |
| 12 | Operation "Action" House to House inspections and reinspections | Inspection | 90,000 | 90,000 | 68,556 | 44 | 40 | 75,152 | 89,454 | .83 | 1.00 | 446,928 | 477,380 | 4.96 | 5.30 |
| 4214 | **Personnel and Fire Instruction:** | | ........... | ........... | ........... | 49 | 49 | 110,060 | 103,581 | ....... | ....... | 759,856 | 652,842 | ....... | ....... |
| 4215 | **Operation of Fire Alarm Telegraph System:** | | ........... | ........... | ........... | 65 | 65 | 126,490 | 127,010 | ....... | ....... | 873,670 | 801,764 | ....... | ....... |
| 01 | Supervision and clerical | | ........... | ........... | ........... | 5 | 5 | 9,490 | 9,490 | ....... | ....... | 70,328 | 74,294 | ....... | ....... |
| 02 | Performing fire alarm call operations | Call | 98,500 | 98,500 | 102,914 | 38 | 38 | 39,900 | 39,823 | .41 | .40 | 304,334 | 259,006 | 3.09 | 2.62 |
| 03 | Performing special duty call operations | Call | 90,000 | 87,500 | 93,377 | 38 | 38 | 22,500 | 22,707 | .25 | .26 | 170,085 | 153,670 | 1.89 | 1.75 |
| 04 | Operating telephone switchboard | Call | 1,600,000 | 1,600,000 | 1,600,000 | 22 | 22 | 26,598 | 28,534 | .02 | .02 | 142,267 | 157,865 | .09 | .09 |
| 05 | Performing radio call operations | Call | 360,000 | 345,000 | 346,219 | 22 | 22 | 16,302 | 14,636 | .04 | .04 | 91,055 | 78,397 | .25 | .22 |
| 06 | Testing line equipment | Test | 1,300,000 | 1,300,000 | 1,300,000 | 38 | 38 | 11,700 | 11,820 | .009 | .009 | 95,601 | 78,532 | .07 | .06 |

100-Corporate Fund

## Fire Department—*Continued*

### PERFORMANCE DATA—Continued

| | | | WORK UNITS | | | PERSONNEL | | | | | | OPERATING COSTS | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Number | | | Number | | Man-Hours | | Man-Hours Per-Unit | | Total for Year | | Av. Cost Per-Unit | |
| CODE | ACTIVITY AND SUB-ACTIVITY | Name | Est. 1970 | Budget 1969 | Act. 1968 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 |
| **4216** | **Maintenance of Fire Equipment:** | | | | | | | | | | | | | | |
| **02** | **Service equipment in shop and field** | **Job** | 28,000 | 25,000 | 25,946 | 136 | 136 | 288,560 | 287,987 | 10.30 | 11.52 | $1,710,952 | $1,596,383 | $61.10 | $63.85 |
| **4217** | **Fire Investigation:** | | | | | | | | | | | | | | |
| **02** | **Fire investigation** | **Investigation** | 12,000 | 11,000 | 11,125 | 30 | 30 | 73,200 | 78,360 | 6.10 | 7.17 | 393,044 | 341,396 | ........ | 31.03 |
| | July 1, 1969 Salary Adjustment, Uniformed Force | | ............ | ............ | ............ | .... | .... | ............ | ............ | ........ | ........ | ............ | 1,255,000 | ........ | ........ |
| | Total | | | | | 5,012 | 5,010 | 12,101,590 | 12,094,909 | | | $66,494,645 | $58,133,036 | | |

100-Corporate Fund

## FIRE DEPARTMENT

**It is the function of the Fire Department to effect the extinguishment of fires, investigate causes of fires, enforce the fire prevention code and perform such related activities as the Municipal Code requires.**

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| Code | | Amounts Appropriated |
|---|---|---|
| .005 | **Salaries and Wages—on Payroll** | $61,261,517. |
| .015 | **Schedule Salary Adjustments** | 282,253. |
| .041 | For longevity adjustment in salaries of Uniformed Force with five or more years of service | 895,000. |
| .045 | Salaries—O'Hare Field | 1,430,466. |
| .096 | Uniform Allowance—Fire Cadets | 5,000. |
| .097 | Uniform Allowance—Nurses | 100. |
| .098 | Uniform Allowance, Uniformed Force | 974,375. |
| *4210.000 | **For Personal Services** | 64,848,711. |
| .125 | **Office and Building Services** | 2,500. |
| .130 | **Postage and Postal Charges** | 5,000. |
| | Professional and Technical **Services:** | |
| .148 | Testing and Inspecting | 100. |
| .149 | **Other Professional and Technical Services** | 6,000. |
| .150 | **Publications** | 5,000. |
| .155 | **Rental of Property** | 20,000. |
| .157 | **Rental of Equipment** | 13,000. |
| .160 | **Repair or Maintenance of Property** | 70,000. |
| .162 | **Repair or Maintenance of Equipment** | 88,000. |
| .166 | **Subscriptions and Dues** | 250. |
| .169 | Technical Meeting Costs | 2,000. |
| .172 | Insurance | 6,000. |
| .173 | **State Vehicle License Plates** | 1,500. |
| .176 | **Maintenance and Operation— City Owned Vehicles** | 30,000. |
| .182 | **Heat, Light and Power (Public)** | 200,000. |
| .186 | **Telephone** | 16,000. |
| *4210.100 | **For Contractual Services** | 465,350. |
| .228 | **Automobile Allowance—schedule rate** | 85,584. |
| .245 | Reimbursement to Travelers | 5,000. |
| *4210.200 | **For Travel** | 90,584. |
| | **Fuel:** | |
| .312 | **Coal** | 80,000. |
| .314 | **Fuel Oil** | 85,000. |
| .318 | **Other** | 1,000. |
| .320 | **Gasoline** | 150,000. |
| .340 | **Material and Supplies** | 200,000. |
| .340 | **Material and Supplies (Fire Hose)** | 50,000. |
| .345 | **Apparatus and Instruments** | 5,000. |
| .348 | **Books and Related Materials** | 500. |
| .350 | Stationery and Office Supplies | 30,000. |
| .360 | **Repair Parts and Materials** | 275,000. |
| .360 | **Repair Parts and Materials (For New Equipment)** | 22,500. |
| .360 | **Repair Parts and Materials (Marine)** | 30,000. |

## Fire Department—*Continued*

| Code | | Amounts Appropriated |
|---|---|---|
| .370 | Small Tools (Unit Value Not Exceeding $10.00) | $ 3,000. |
| .375 | Tools (Unit Value Over $10.00) | 3,000. |
| *4210.300 | **For Commodities** | 935,000. |
| .422 | Office Machines | 5,000. |
| .423 | Communication Devices | 45,000. |
| .424 | Furniture and Furnishings | 40,000. |
| .440 | Machinery and Equipment | 20,000. |
| .445 | Technical and Scientific Equipment | 1,000. |
| .450 | Vehicles | 1,000,000. |
| ***4210.400** | **For Equipment** | 1,111,000. |
| ***4210.700** | **For Contingencies** | 10,000. |
| ***4210.802** | **For Demolition of Fire Damaged Buildings Dangerous to Public Security** | 100,000. |
| *4210.806 | For Conversion of Fire Ambulance Service to Individual Frequency | 45,000. |
| | ***Total for Fire Department** | $67,605,645. |

## Fire Department—*Continued*

### POSITIONS AND SALARIES

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **ADMINISTRATION—4211** | | |
| 9667 | Fire Commissioner | 1 | $ 32,500. |
| 9784 | Aide to the Commissioner | 1 | 18,756. |
| 8545 | Deputy Fire Commissioner | 1 | 27,000. |
| 0124 | Finance Officer | 1 | 18,984. |
| 0737 | Director of Information | 1 | 12,240. |
| 0810 | Executive Secretary II | 1 | 10,560. |
| 0805 | Secretary | 1 | 6,804. |
| 0742 | Public Information Assistant II | 1 | 9,120. |
| 1850 | Supervisor of Inventory Control I | 1 | 8,268. |
| 0301 | Administrative Assistant I | 1 | 8,268. |
| 0421 | Principal Clerk | 1 | 6,480. |
| 0401 | Junior Clerk | 4 | 4,848. |
| 0408 | Record Clerk | 1 | 5,340. |
| 0827 | Head Stenographer | 1 | 11,652. |
| 0827 | Head Stenographer | 1 | 7,500. |
| 0821 | Junior Stenographer | 1 | 5,088. |
| 0821 | Junior Stenographer | 1 | 4,848. |
| | Schedule Salary Adjustments | | 2,309. |
| | | 20 | 215,109. |
| | **FIRE EXTINGUISHMENT AND RESCUE OPERATIONS—4212** | | |
| 8777 | Chief Fire Marshal | 1 | 31,000. |
| 8775 | First Deputy Chief Fire Marshal | 3 | 26,760. |
| 8773 | Second Deputy Chief Fire Marshal | 9 | 24,276. |
| 8773 | Second Deputy Chief Fire Marshal | 1 | 23,100. |
| 8771 | Division Fire Marshal | 28 | 19,956. |
| 8739 | Battalion Fire Chief | 99 | 18,096. |
| 8737 | Captain | 186 | 16,416. |
| 8737 | Captain | 32 | 15,636. |
| 8735 | Lieutenant | 410 | 14,184. |
| 8735 | Lieutenant | 67 | 13,524. |
| 8740 | Lieutenant (Assigned as Helicopter Pilot) | 1 | 16,416. |
| 8734 | Fire Engineer (Assigned as Helicopter Pilot) | 2 | 15,636. |
| 8732 | Firefighter (Assigned as Helicopter Pilot) | 16 | 14,184. |
| 8731 | Firefighter: | | |
| | First Six Months Service | 155 | 9,600. |
| | After Six Months Service | 190 | 10,080. |
| | After Eighteen Months Service | 120 | 10,572. |
| | After Thirty Months Service | 320 | 11,184. |
| | After Forty-Two Months Service | 2,328 | 12,120. |
| 8505 | Supervisor of Ambulance Service | 1 | 21,984. |
| 8503 | Fire Cadet | 35 | 5,088. |
| 8503 | Fire Cadet ($2.45h-$2.57h) | (31,200h) | 76,320. |
| 8733 | Fire Engineer: | | |
| | After Forty-Two Months Service | 414 | 13,044. |
| 7355 | Marine Pilot (Fire Boat) | 12 | 14,184. |
| | Schedule Salary Adjustments | | 261,575. |
| | | 4,430 | 55,827,507. |

## Fire Department—*Continued*

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **FIRE PREVENTION—4213** | | |
| 8856 | Director of Fire Prevention Bureau | 1 | $ 26,760. |
| 8854 | Division Fire Marshal (Assigned as Deputy Director of Fire Prevention Bureau) | 1 | 24,276. |
| 8739 | Battalion Fire Chief | 6 | 18,096. |
| 8737 | Captain | 24 | 16,416. |
| 8760 | Lieutenant (Assigned as Instructor) | 2 | 16,416. |
| 8735 | Lieutenant | 187 | 14,184. |
| 8735 | Lieutenant | 40 | 13,524. |
| 8877 | Fire Prevention Engineer III | 1 | 15,600. |
| 8875 | Fire Prevention Engineer II | 1 | 12,840. |
| 8875 | Fire Prevention Engineer II | 1 | 11,652. |
| 8875 | Fire Prevention Engineer II | 4 | 10,560. |
| 8873 | Fire Prevention Engineer I | 2 | 8,688. |
| 0421 | Principal Clerk | 1 | 9,564. |
| 0403 | Senior Clerk | 1 | 7,152. |
| 0403 | Senior Clerk | 1 | 5,340. |
| 0401 | Junior Clerk | 1 | 4,848. |
| 0823 | Senior Stenographer | 1 | 7,152. |
| 0821 | Junior Stenographer | 3 | 4,848. |
| 0834 | Typist | 1 | 5,088. |
| 0834 | Typist | 3 | 4,848. |
| | Schedule Salary Adjustments | | 15,139. |
| | | 282 | 3,962,875. |
| | **PERSONNEL AND FIRE INSTRUCTION—4214** | | |
| 8773 | Second Deputy Chief Fire Marshal (As Chief of Field Training and Supervision) | 1 | 24,276. |
| 8535 | Division Fire Marshal (Assigned as Chief of Personnel, Plans and Training) | 1 | 22,008. |
| 8516 | Division Fire Marshal (Assigned as Drillmaster) | 1 | 22,008. |
| 8739 | Battalion Fire Chief (Assigned as Assistant Drillmaster) | 1 | 18,096. |
| 8738 | Captain—Fire (Assigned as Training Instructor) | 3 | 18,096. |
| 8504 | Fire Engineer (Assigned as Instructor) | 2 | 14,184. |
| 8760 | Lieutenant (Assigned as Training Instructor) | 10 | 16,416. |
| 8730 | Firefighter (Assigned as Training Instructor) | 6 | 13,008. |
| 3376 | Principal Physician—Medicine | 1 | 22,404. |
| 3367 | Fire Surgeon | (4,500h) | 14.00h |
| 3752 | Public Health Nurse II | 1 | 12,264. |
| 1326 | Director of Personnel | 1 | 9,120. |
| 0401 | Junior Clerk | 2 | 4,848. |
| 0821 | Junior Stenographer | 2 | 4,848. |
| 0683 | Telephone Operator | 1 | 5,088. |
| 7745 | Assistant Chief Operating Engineer | 1 | 1,261.00m |
| | (Effective July 1) | | 1,350.00m |
| 7743 | Operating Engineer, Group A | 6 | 1,146.50m |
| | (Effective July 1) | | 1,228.50m |
| 5035 | Electrical Mechanic (2,080h) | 1 | 1,258.50m |

## Fire Department—*Continued*

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **PERSONNEL AND FIRE INSTRUCTION—4214—Continued** | | |
| 4285 | Window Washer | 1 | $ 662.00m |
| 4223 | Janitor | 7 | 630.00m |
| | Vacation and Sick Relief | | |
| | Schedule Salary Adjustments | | 312. |
| | | 49 | 719,964. |
| | **OPERATION OF FIRE ALARM TELEGRAPH SYSTEM—4215** | | |
| 8637 | Chief Fire Alarm Operator | 1 | 20,928. |
| 8635 | Assistant Chief Fire Alarm Operator | 1 | 18,084. |
| 8635 | Assistant Chief Fire Alarm Operator | 1 | 16,380. |
| 0821 | Junior Stenographer | 1 | 4,848. |
| 0614 | Key Punch Operator | 1 | 5,088. |
| 8633 | Fire Alarm Operator | 15 | 1,290.00m |
| | (Effective July 1) | | 1,342.00m |
| 8631 | Junior Fire Alarm Operator | 23 | 1,159.00m |
| | (Effective July 1) | | 1,211.00m |
| 8675 | Fire Telephone Operator | 22 | 868.00m |
| | (Effective July 1) | | 903.00m |
| | Vacation and Sick Relief | | |
| | Schedule Salary Adjustments | | 630. |
| | | 65 | 863,670. |
| | **MAINTENANCE OF FIRE EQUIPMENT—4216** | | |
| 8773 | Second Deputy Chief Fire Marshal (As Chief of Equipment and Repairs) | 1 | 24,276. |
| 7136 | Superintendent of Equipment Service | 1 | 14,856. |
| 7133 | Assistant Superintendent of Equipment | 1 | 14,148. |
| 6575 | General Shop Foreman | 1 | 16,380. |
| 0116 | Supervising Accountant | 1 | 11,652. |
| 0403 | Senior Clerk | 1 | 8,268. |
| 0403 | Senior Clerk | 1 | 6,480. |
| 0401 | Junior Clerk | 1 | 4,848. |
| 0834 | Typist | 1 | 6,180. |
| 0834 | Typist | 3 | 4,848. |
| 0825 | Principal Stenographer | 1 | 10,056. |
| 8736 | Fire Engineer (Assigned in Charge of Fire Service) | 1 | 14,184. |
| 8733 | Fire Engineer—Assigned in Charge | 3 | 13,596. |
| 8733 | Fire Engineer | 6 | 13,044. |
| 8731 | Firefighter | 20 | 12,120. |
| 5040 | Foreman of Electrical Mechanics (2,080h) | 1 | 1,423.50m |
| 5035 | Electrical Mechanic (2,080h) | 14 | 1,258.50m |
| | Vacation Relief for Foreman and Electrical Mechanics | | |
| 6676 | Foreman of Machinists (2,080h) | 1 | 1,184.00m |
| 6674 | Machinist (2,160h) | 5 | 1,134.50m |
| 6674 | Machinist (255d) (2,040h) | 4 | 6.305h |

## Fire Department—*Continued*

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **MAINTENANCE OF FIRE EQUIPMENT—4216—Continued** | | |
| 6674 | Machinist (255d) (2,040h) | 31 | $ 6.18h |
| 6675 | Machinist Helper (2,040h) | 1 | 4.88h |
| | Vacation Relief for Foreman and Machinists | | |
| 6605 | Blacksmith (255d) (2,040h) | 1 | 6.90h |
| | (Effective July 1) | | 7.60h |
| 6601 | Blacksmith Helper (255d) (2,040h) | 4 | 6.80h |
| | (Effective July 1) | | 7.50h |
| 6603 | Blacksmith Finisher (255d) (2,040h) | 3 | 6.85h |
| | (Effective July 1) | | 7.55h |
| 4855 | Sheet Metal Worker (Sub-Foreman) (255d) (2,040h) | 1 | 6.325h |
| 4855 | Sheet Metal Worker (255d) (2,040h) | 3 | 6.20h |
| 6745 | Pattern Maker (255d) (2,040h) | 1 | 6.30h |
| | (Effective May 1) | | 6.60h |
| 6635 | Brass Molder (in Charge) (255d) (2,040h) | 1 | 4.52h |
| 4301 | Carpenter (255d) (2,040h) | 3 | 6.05h |
| 4605 | Automotive Painter (Sub-Foreman) (255d) (2,040h) | 1 | 6.36h |
| 4605 | Automotive Painter (255d) (2,040h) | 3 | 5.65h |
| 6705 | Automotive Upholsterer (255d) (2,040h) | 2 | 6.90h |
| | (Effective July 1) | | 7.60h |
| 6784 | Tire Repairman (255d) (2,040h) | 1 | 2.93h |
| 8244 | Foreman of Laborers (255d) (2,040h) | 1 | 5.40h |
| 9531 | Shop Laborer (255d) (2,040h) | 8 | 4.75h |
| 9405 | Washer and Greaser (255d) (2,040h) | 3 | 4.40h |
| | Schedule Salary Adjustments | | 2,288. |
| | | 136 | 1,698,752. |
| | **FIRE INVESTIGATION—4217** | | |
| **8771** | Division Fire Marshal | 1 | 19,956. |
| **8737** | **Captain** | 1 | 16,416. |
| **8735** | **Lieutenant** | 8 | 14,184. |
| **8731** | **Firefighter** | 20 | 12,120. |
| | | 30 | 392,244. |
| | | 5,012 | 63,680,121. |
| | Less Turnover | | 705,885. |
| | | | $62,974,236. |
| | **Automobile Allowance—schedule rate** | | |
| 6755 | Compensation for use of personally owned automobiles by: | | |
| | **Department Physician and Surgeon** | 1 | |
| | **Supervisor of Ambulance Service** | 1 | |
| | | 2 | $ 1,584. |
| | Lieutenants (Fire Prevention Bureau) | 210 | $ 84,000. |

100-Corporate Fund

# DEPARTMENT OF BUILDINGS

## DISTRIBUTION OF APPROPRIATIONS BY ORGANIZATIONAL ACTIVITIES

| CODE | ORGANIZATIONAL ACTIVITY | Year | Number of Positions | Personal Services | Contractual Services | Travel | Commodities | Contingencies | Specific Purposes | Total Operating Expense | Capital Outlay | Total Appropriation |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **4301** | Administration | 1970 | 95 | $ 954,540 | $ 90,000 | $ 5,800 | $ 48,500 | $ 2,000 | ........ | $1,100,840 | $ 33,900 | $1,134,740 |
| | | 1969 | 99 | 1,001,435 | 91,950 | 4,374 | 31,900 | 2,000 | ........ | 1,131,659 | 28,000 | 1,159,659 |
| 4302 | Complaint and Evaluation | 1970 | 11 | 88,114 | ........ | ........ | 1,300 | ........ | ........ | 89,414 | ........ | 89,414 |
| | | 1969 | 13 | 90,993 | ........ | ........ | 1,300 | ........ | ........ | 92,293 | ........ | 92,293 |
| 4304 | Compliance Enforcement Action | 1970 | 22 | 187,867 | ........ | 1,000 | 600 | ........ | ........ | 189,467 | ........ | 189,467 |
| | | 1969 | 19 | 158,030 | ........ | 1,000 | 600 | ........ | ........ | 159,630 | ........ | 159,630 |
| **4305** | Multiple Dwelling Unit Registration | 1970 | 7 | 46,804 | 30,500 | 200 | 300 | ........ | ........ | 77,804 | ........ | 77,804 |
| | | 1969 | 7 | 49,129 | 40,050 | 200 | 250 | ........ | ........ | 89,629 | ........ | 89,629 |
| 4311 | Institutional and Assembly Units | 1970 | 9 | 103,275 | ........ | 3,000 | 300 | ........ | ........ | 106,575 | ........ | 106,575 |
| | | 1969 | 8 | 88,008 | ........ | 3,000 | 300 | ........ | ........ | 91,308 | ........ | 91,308 |
| | Code Compliance Inspection: | | | | | | | | | | | |
| 4312 | Examination of Plans | 1970 | 16 | 226,839 | ........ | 800 | 400 | ........ | ........ | 228,039 | 12,000 | 240,039 |
| | | 1969 | 14 | 195,466 | ........ | 1,200 | 400 | ........ | ........ | 197,066 | ........ | 197,066 |
| **4313** | **Building** | 1970 | 38 | 422,157 | ........ | 17,400 | 400 | ........ | ........ | 439,957 | ........ | 439,957 |
| | | 1969 | 39 | 407,853 | ........ | 18,500 | 400 | ........ | ........ | 426,753 | ........ | 426,753 |
| **4314** | **Electrical** | 1970 | 118 | 1,652,555 | 9,600 | 37,050 | 3,100 | ........ | ........ | 1,702,305 | 4,000 | 1,706,305 |
| | | 1969 | 121 | 1,593,697 | 3,000 | 35,400 | 3,050 | ........ | ........ | 1,635,147 | 500 | 1,635,647 |
| **4315** | **Elevator** | 1970 | 34 | 439,253 | ........ | 8,650 | 1,000 | ........ | ........ | 448,903 | ........ | 448,903 |
| | | 1969 | 35 | 430,069 | ........ | 5,500 | 1,000 | ........ | ........ | 436,569 | ........ | 436,569 |

100-Corporate Fund

## Department of Buildings—*Continued*

### DISTRIBUTION OF APPROPRIATIONS BY ORGANIZATIONAL ACTIVITIES—Continued

| CODE | ORGANIZATIONAL ACTIVITY | Year | Number of Positions | Personal Services | Contractual Services | Travel | Commodities | Contingencies | Specific Purposes | Total Operating Expense | Capital Outlay | Total Appropriation |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **4316** | **Heating and Ventilating** | 1970 | 41 | $ 512,319 | ........ | $13,400 | $ 800 | ........ | ........ | $ 526,519 | $ 1,000 | $ 527,519 |
| | | 1969 | 43 | 515,038 | ........ | 10,800 | 800 | ........ | ........ | 526,638 | 500 | 527,138 |
| 4317 | Architectural and Structural Iron Inspection | 1970 | 14 | 170,210 | ........ | 8,300 | 400 | ........ | ........ | 178,910 | ........ | 178,910 |
| | | 1969 | 14 | 158,708 | ........ | 7,000 | 400 | ........ | ........ | 166,108 | ........ | 166,108 |
| **4318** | **Plumbing** | 1970 | 2 | 14,939 | ........ | 12,400 | 650 | ........ | ........ | 27,989 | ........ | 27,989 |
| | | 1969 | 3 | 30,180 | ........ | 12,000 | 700 | ........ | ........ | 42,880 | ........ | 42,880 |
| **4319** | **Zoning Code Compliance Inspection** | 1970 | 19 | 188,282 | $ 5,600 | 5,300 | 400 | ........ | ........ | 199,582 | ........ | 199,582 |
| | | 1969 | 17 | 151,462 | 10,000 | 5,000 | 400 | ........ | ........ | 166,862 | ........ | 166,862 |
| 4320 | Division of Community Conservation and Development | 1970 | .... | ........ | ........ | ........ | ........ | ........ | ........ | ........ | ........ | ........ |
| | | 1969 | 2 | 17,320 | ........ | 400 | 100 | ........ | ........ | 17,820 | ........ | 17,820 |
| 4321 | Dangerous and Hazardous Buildings Inspection | 1970 | 21 | 221,660 | ........ | 6,000 | 1,850 | ........ | $1,146,000 | 1,375,510 | ........ | 1,375,510 |
| | | 1969 | 19 | 180,340 | ........ | 5,900 | 500 | ........ | 750,000 | 936,740 | ........ | 936,740 |
| 4322 | Bureau of Conservation | 1970 | 184 | 1,774,021 | 57,055 | 47,050 | 2,200 | ........ | ........ | 1,880,326 | 23,900 | 1,904,226 |
| | | 1969 | 141 | 1,354,907 | ........ | 43,500 | 2,200 | ........ | ........ | 1,400,607 | ........ | 1,400,607 |
| | Totals | 1970 | 631 | $7,002,835 | $ 192,755 | $166,350 | $ 62,200 | $ 2,000 | $1,146,000 | $8,572,140 | $ 74,800 | $8,646,940 |
| | | 1969 | 595 | $6,429,787 | $ 145,000 | $153,774 | $ 44,300 | $ 2,000 | $ 750,000 | $7,524,861 | $ 29,000 | $7,553,861 |

100-Corporate Fund

## Department of Buildings—*Continued*

### PERFORMANCE DATA

| | | | WORK UNITS | | | PERSONNEL | | | | | | OPERATING COSTS | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Number | | | Number | | Man-Hours | | Man-Hours Per-Unit | | Total for Year | | Av. Cost Per-Unit | |
| CODE | ACTIVITY AND SUB-ACTIVITY | Name | Est. 1970 | Budget 1969 | Act. 1968 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 |
| | **Division of Administration** | | | | | | | | | | | | | | |
| **4301** | **Administration:** | | ........ | ........ | ........ | 95 | 99 | 172,900 | 180,180 | ........ | ........ | $1,100,840 | $1,131,659 | ........ | ........ |
| 01 | Administrative and clerical | | ........ | ........ | ........ | 77 | 80 | 140,140 | 147,420 | ........ | ........ | 874,528 | 964,614 | ........ | ........ |
| **02** | **Issuing permits** | Permit | 13,000 | 13,200 | 13,203 | 4 | 4 | 7,280 | 7,280 | .56 | .55 | 35,412 | 31,776 | $ 2.72 | $ 2.40 |
| **03** | **Statistical and procedures analysis** | | ........ | ........ | ........ | 12 | 11 | 21,840 | 20,020 | ........ | ........ | 160,038 | 96,391 | ........ | ........ |
| **04** | **Community relations** | | ........ | ........ | ........ | 1 | 1 | 1,820 | 1,820 | ........ | ........ | 18,252 | 18,894 | ........ | ........ |
| **05** | **Training coordination** | | ........ | ........ | ........ | 1 | 1 | 910 | 1,092 | ........ | ........ | 6,280 | 10,949 | ........ | ........ |
| 06 | Processing Certificate of Inspection | Certificate | 3,200 | 4,000 | ........ | 1 | 2 | 910 | 2,548 | .28 | ........ | 6,330 | 9,035 | 1.97 | 2.25 |
| 4302 | Complaint and Evaluation | | 75,000 | 65,000 | 68,069 | 11 | 13 | 20,020 | 23,660 | .27 | .36 | 89,414 | 92,293 | 1.19 | 1.41 |
| **4304** | **Compliance Enforcement Action:** | | ........ | ........ | ........ | 22 | 19 | 40,040 | 34,580 | ........ | ........ | 189,467 | 159,630 | ........ | ........ |
| 01 | Supervisory and clerical | | ........ | ........ | ........ | 2 | 2 | 3,640 | 3,640 | ........ | ........ | 34,420 | 30,064 | ........ | ........ |
| 02 | Conducting compliance | Hearing | 19,000 | 16,500 | 19,858 | 4 | 4 | 7,280 | 7,280 | .38 | .44 | 36,108 | 32,688 | 1.90 | 1.98 |
| 03 | Processing court cases | Case | 17,000 | 16,000 | 10,940 | 16 | 13 | 29,120 | 23,660 | 1.71 | 1.20 | 118,939 | 96,878 | 6.99 | 6.05 |
| **4805** | **Multiple Dwelling Unit Registration:** | | ........ | ........ | ........ | 7 | 7 | 12,740 | 12,740 | ........ | ........ | 77,804 | 89,629 | ........ | ........ |
| 01 | Supervisory and clerical | | ........ | ........ | ........ | 3 | 3 | 2,730 | 2,730 | ........ | ........ | 10,302 | 12,227 | ........ | ........ |
| **02** | **Process and mailing of** | Registration | 1,000 | 1,000 | 702 | 2 | 2 | 910 | 910 | .91 | .91 | 3,348 | 3,028 | 3.34 | 3.02 |
| **03** | **Process of approved** | Registration | 800 | 800 | 614 | 2 | 2 | 910 | 910 | 1.13 | 1.13 | 3,348 | 3,028 | 4.18 | 3.78 |
| **04** | **Making Title Searches** | Search | 16,000 | 16,000 | 15,526 | 6 | 6 | 8,190 | 8,190 | .51 | .51 | 60,806 | 71,346 | 3.80 | 4.45 |
| **4307** | **Registration of Contractors** | | ........ | ........ | ........ | .... | 1 | ........ | 910 | ........ | ........ | ........ | 7,152 | ........ | ........ |
| **4310** | **Division of Construction and Technical Inspection:** | | ........ | ........ | ........ | 9 | 8 | 16,380 | 14,560 | ........ | ........ | 106,575 | 91,308 | ........ | ........ |
| **4311** | **Institution and assembly inspections** | Inspection | 5,900 | 7,000 | 5,769 | 9 | 8 | 16,089 | 14,342 | 2.72 | 2.04 | 104,770 | 89,530 | 17.75 | 12.79 |
| **01** | **Court compliance cases** | Case | 49 | 80 | 68 | 8 | 6 | 291 | 218 | 5.93 | 2.72 | 1,805 | 1,778 | 36.83 | 22.22 |

100-Corporate Fund

## Department of Buildings—*Continued*

### PERFORMANCE DATA—Continued

| CODE | ACTIVITY AND SUB-ACTIVITY | WORK UNITS |  |  |  | PERSONNEL |  |  |  |  |  | OPERATING COSTS |  |  |  |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
|  |  |  | Number |  |  | Number |  | Man-Hours |  | Man-Hours Per-Unit |  | Total for Year |  | Av. Cost Per-Unit |  |
|  |  | Name | Est. 1970 | Budget 1969 | Act. 1968 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 |
| 4312 | **Examination of Plans:** |  | ........ | ........ | ........ | 16 | 14 | 29,120 | 25,480 | ........ | ........ | $ 228,039 | $ 197,066 | ........ | ........ |
| 01 | Supervisory and clerical |  | ........ | ........ | ........ | 2 | 2 | 2,275 | 2,275 | ........ | ........ | 37,540 | 24,598 | ........ | ........ |
| 02 | Reviewing and approving building and zoning | Plan | 4,500 | 5,000 | 4,322 | 12 | 11 | 21,385 | 19,565 | 4.75 | 3.91 | 149,543 | 144,396 | $33.23 | $28.87 |
| 03 | Reviewing and approving drawings | Drawing | 7,800 | 8,700 | 9,948 | 3 | 2 | 5,460 | 3,640 | .70 | .41 | 40,956 | 28,072 | 5.40 | 3.22 |
| 4313 | **Building Code Compliance Inspection:** |  | ........ | ........ | ........ | 38 | 39 | 69,160 | 70,980 | ........ | ........ | 439,957 | 426,753 | ........ | ........ |
| 01 | Supervisory and clerical |  | ........ | ........ | ........ | 6 | 7 | 9,555 | 11,375 | ........ | ........ | 46,941 | 53,908 | ........ | ........ |
| 02 | Making new construction inspections | Inspection | 81,000 | 83,000 | 80,492 | 33 | 33 | 58,077 | 57,057 | .72 | .68 | 383,457 | 358,504 | 4.73 | 4.31 |
| 03 | Court compliance cases | Case | 375 | 475 | 304 | 28 | 28 | 1,528 | 2,548 | 4.07 | 5.36 | 9,559 | 14,341 | 25.49 | 30.19 |
| 4314 | **Electrical Code Compliance Inspection:** |  | ........ | ........ | ........ | 118 | 121 | 214,760 | 220,220 | ........ | ........ | 1,702,305 | 1,635,147 | ........ | ........ |
| 01 | Supervisory and clerical |  | ........ | ........ | ........ | 29 | 32 | 52,052 | 57,512 | ........ | ........ | 274,588 | 259,922 | ........ | ........ |
| 02 | Issuing electrical permits | Permit | 45,000 | 45,000 | 41,343 | 3 | 3 | 4,368 | 4,368 | .09 | .09 | 19,541 | 18,236 | .43 | .40 |
| 03 | Making construction, cycle, license and other | Inspection | 192,000 | 192,000 | 183,301 | 85 | 85 | 140,322 | 140,322 | .73 | .73 | 1,259,072 | 1,194,966 | 6.56 | 6.22 |
| 04 | Conducting electrical code compliance hearings | Hearing | 5,000 | 5,000 | 4,363 | 2 | 2 | 1,092 | 1,092 | .21 | .21 | 7,722 | 7,215 | 1.54 | 1.44 |
| 05 | Processing of court | Case | 3,100 | 3,100 | 3,268 | 2 | 2 | 2,548 | 2,548 | .82 | .82 | 16,854 | 17,037 | 5.43 | 5.49 |
| 06 | Court compliance cases | Case | 4,000 | 4,000 | 3,016 | 79 | 79 | 14,378 | 14,378 | 3.59 | 3.59 | 124,528 | 137,771 | 31.13 | 34.44 |

100-Corporate Fund

## Department of Buildings—*Continued*

### PERFORMANCE DATA—Continued

| | | WORK UNITS | | | | PERSONNEL | | | | | | OPERATING COSTS | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Number | | | Number | | Man-Hours | | Man-Hours Per-Unit | | Total for Year | | Av. Cost Per-Unit | |
| CODE | ACTIVITY AND SUB-ACTIVITY | Name | Est. 1970 | Budget 1969 | Act. 1968 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 |
| 4315 | **Elevator Code Compliance** | | | | | | | | | | | | | | |
| | **Inspection:** | | ...... | ...... | ...... | 34 | 35 | 61,880 | 63,700 | ...... | ...... | $ 448,903 | $ 436,569 | ...... | ...... |
| 01 | Supervisory and clerical | | ...... | ...... | ...... | 6 | 7 | 9,646 | 11,466 | ...... | ...... | 57,833 | 65,691 | ...... | ...... |
| 02 | Making construction, cycle, license and other | Inspection | 44,000 | 40,000 | 43,738 | 29 | 29 | 51,360 | 51,360 | 1.16 | 1.28 | 384,770 | 364,082 | $ 8.74 | $ 9.10 |
| 03 | Court compliance cases | Case | 150 | 30 | 533 | 16 | 16 | 874 | 874 | 5.82 | 2.49 | 6,300 | 6,796 | 42.00 | 22.65 |
| 4316 | **Heating and Ventilating Code Compliance Inspection:** | | ...... | ...... | ...... | 41 | 43 | 74,620 | 78,260 | ...... | ...... | 526,519 | 526,638 | ...... | ...... |
| 01 | Supervisory and clerical | | ...... | ...... | ...... | 9 | 10 | 16,380 | 20,020 | ...... | ...... | 86,023 | 84,574 | ...... | ...... |
| 02 | Making construction, cycle, license and other | Inspection | 51,250 | 46,000 | 43,860 | 32 | 32 | 57,221 | 57,221 | 1.12 | 1.24 | 432,980 | 434,161 | 8.44 | 9.43 |
| 03 | Court compliance cases | Case | 154 | 140 | 137 | 28 | 28 | 1,019 | 1,019 | 6.61 | 7.27 | 7,516 | 7,903 | 48.80 | 56.45 |
| 4317 | **Architectural and Structural Iron Inspection:** | | ...... | ...... | ...... | 14 | 14 | 25,480 | 25,480 | ...... | ...... | 178,910 | 166,108 | ...... | ...... |
| 01 | Supervisory and clerical | | ...... | ...... | ...... | 2 | 2 | 3,640 | 3,640 | ...... | ...... | 22,972 | 20,348 | ...... | ...... |
| 02 | Making construction, cycle, license and other | Inspection | 30,600 | 28,000 | 27,764 | 12 | 12 | 21,221 | 19,656 | .70 | .70 | 151,785 | 129,510 | 4.96 | 4.62 |
| 03 | Court compliance cases | Case | 150 | 150 | 91 | 12 | 12 | 619 | 2,184 | 4.12 | 14.56 | 4,153 | 16,250 | 27.68 | 108.33 |
| 4318 | **Plumbing Code Compliance** | | | | | | | | | | | | | | |
| | **Inspection:** | | ...... | ...... | ...... | 2 | 3 | 3,640 | 5,460 | ...... | ...... | 27,989 | 42,880 | ...... | ...... |
| 01 | Supervisory and clerical | | ...... | ...... | ...... | 2 | 3 | 3,640 | 5,460 | ...... | ...... | 15,639 | 31,230 | ...... | ...... |
| 02 | Making construction complaint and other | Inspection | ...... | ...... | ...... | .... | .... | ...... | ...... | ...... | ...... | 12,350 | 11,650 | ...... | ...... |
| 4319 | **Zoning Code Compliance** | | | | | | | | | | | | | | |
| | **Inspection:** | | ...... | ...... | ...... | 19 | 17 | 34,580 | 30,940 | ...... | ...... | 199,582 | 166,862 | ...... | ...... |
| 01 | Supervisory and clerical | | ...... | ...... | ...... | 6 | 6 | 10,920 | 10,920 | ...... | ...... | 72,128 | 65,958 | ...... | ...... |
| 02 | Making zoning inspections | Inspection | 23,000 | 22,000 | 20,270 | 13 | 11 | 22,477 | 19,019 | .98 | .86 | 121,338 | 95,965 | 5.27 | 4.36 |
| 03 | Court compliance cases | Case | 800 | 775 | 663 | 13 | 11 | 1,183 | 1,001 | 1.47 | 1.29 | 6,116 | 4,939 | 7.64 | 6.37 |

100-Corporate Fund

## Department of Buildings—*Continued*

### PERFORMANCE DATA—Continued

| CODE | ACTIVITY AND SUB-ACTIVITY | WORK UNITS |  |  |  | PERSONNEL |  |  |  |  |  | OPERATING COSTS |  |  |  |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
|  |  |  | Number |  |  | Number |  | Man-Hours |  | Man-Hours Per-Unit |  | Total for Year |  | Av. Cost Per-Unit |  |
|  |  | Name | Est. 1970 | Budget 1969 | Act. 1968 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 |
| 4320 | **Division of Community Conservation and Development:** |  | ........ | ........ | ........ | .... | 2 | ........ | 3,640 | ........ | ........ | ........ | $ 17,820 | ........ | ........ |
| 4321 | **Dangerous and Hazardous Buildings:** |  | ........ | ........ | ........ | 21 | 19 | 38,228 | 36,400 | ........ | ........ | $1,375,510 | 936,740 | ........ | ........ |
| 01 | Supervisory and clerical |  | ........ | ........ | ........ | 9 | 11 | 15,470 | 14,469 | ........ | ........ | 93,987 | 55,067 | ........ | ........ |
| 02 | Dangerous and hazardous building inspections | Inspection | 19,500 | 16,000 | 19,101 | 15 | 13 | 18,382 | 17,381 | .94 | 1.08 | 1,255,584 | 855,510 | $64.38 | $53.46 |
| 03 | Court compliance cases | Case | 8,000 | 7,000 | 6,892 | 12 | 12 | 4,368 | 4,550 | .54 | .65 | 25,939 | 26,163 | 3.24 | 3.73 |
| 4322 | **Bureau of Conservation:** |  | ........ | ........ | ........ | 184 | 141 | 334,880 | 256,620 | ........ | ........ | 1,880,326 | 1,400,607 | ........ | ........ |
| 01 | Supervisory and clerical |  | ........ | ........ | ........ | 32 | 25 | 58,240 | 45,500 | ........ | ........ | 347,614 | 234,072 | ........ | ........ |
| 02 | Court compliance cases | Case | 20,500 | 12,000 | 9,041 | 24 | 103 | 10,192 | 20,384 | .49 | 1.69 | 65,581 | 117,459 | 3.19 | 9.78 |
| 03 | Making cycle inspections | Inspection | ........ | 24,000 | 16,492 | .... | 115 | ........ | 62,790 | ........ | 2.61 | ........ | 343,735 | ........ | 14.32 |
| 03 | Making court inspections | Inspection | 21,079 | ........ | ........ | 23 | .... | 33,488 | ........ | 1.58 | ........ | 215,107 | ........ | 10.20 | ........ |
| 04 | Making district inspections | Inspection | ........ | 46,000 | 40,835 | .... | 115 | ........ | 83,720 | ........ | 1.82 | ........ | 453,997 | ........ | 9.86 |
| 04 | Making district and cycle inspections | Inspection | 128,000 | ........ | ........ | 123 | .... | 232,960 | ........ | 1.82 | ........ | 1,252,024 | ........ | 9.79 | ........ |
| 05 | Making pre-suit and reinspections | Inspection | ........ | 48,000 | 42,022 | .... | 115 | ........ | 44,226 | ........ | .92 | ........ | 251,344 | ........ | 5.23 |
|  | **Total** |  |  |  |  | 631 | 595 | 1,148,428 | 1,083,810 |  |  | $8,572,140 | $7,524,861 |  |  |

100-Corporate Fund

## DEPARTMENT OF BUILDINGS

(See Water Fund for other Appropriations)

The function of the Department of Buildings is to enforce the various provisions of the Municipal Code relating to zoning, building, electrical, elevator, heating and ventilating, housing and plumbing inspection. It also passes on building plans and enforces compliance through hearings and court action.

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| Code | | Amounts Appropriated |
|---|---|---|
| .005 | Salaries and Wages—on Payroll | $ 6,954,138. |
| .010 | Salaries and Wages—on Voucher | 8,000. |
| .015 | Schedule Salary Adjustments | 53,249. |
| ***4300.000** | **For Personal Services** | 7,015,387. |
| .125 | Office and Building Services | 500. |
| .126 | Office Conveniences | 500. |
| .130 | Postage and Postal Charges | 17,000. |
| | Professional and Technical Services: | |
| .143 | Court Reporting | 1,500. |
| .146 | Statistical | 400. |
| .149 | Other Professional and Technical Services | 113,455. |
| .150 | Publications | 7,000. |
| .155 | Rental of Property | 5,000. |
| .157 | Rental of Equipment and Services | 26,560. |
| .162 | Repair or Maintenance of Equipment | 13,240. |
| .166 | Subscriptions and Dues | 900. |
| .169 | Technical Meeting Costs | 2,000. |
| .175 | Transportation Charges (Exclusive of Travel) | 600. |
| .182 | Heat, Light and Power (Public) | 2,000. |
| .186 | Telephone | 600. |
| ***4300.100** | **For Contractual Services** | 191,255. |
| .228 | Automobile Allowance—schedule rate | 151,552. |
| .245 | Reimbursement to Travelers | 2,000. |
| .270 | Local Transportation | 5,250. |
| ***4300.200** | **For Travel** | 158,802. |
| .320 | Gasoline | 1,200. |
| .348 | Books and Related Materials | 2,500. |
| .350 | Stationery and Office Supplies | 55,500. |
| ***4300.300** | **For Commodities** | 59,200. |
| .422 | Office Machines | 27,796. |
| .423 | Communication Devices | 5,000. |
| .424 | Furniture and Furnishings | 34,500. |
| .445 | Technical and Scientific Equipment | 2,000. |
| ***4300.400** | **For Equipment** | 69,296. |
| .526 | Improvements: Buildings and Structures | 5,000. |
| ***4300.500** | **For Permanent Improvements** | 5,000. |
| ***4300.700** | **For Contingencies** | 2,000. |
| ***4300.801** | For Demolition of Buildings | 1,146,000. |
| | ***Total for Department of Buildings** | $ 8,646,940. |

## Department of Buildings—*Continued*
### POSITIONS AND SALARIES

| Code | Positions | No. | Rate |
|---|---|---|---|
| | ADMINISTRATION—4301 | | |
| 9663 | Commissioner of Buildings | 1 | $ 29,500. |
| 2127 | Deputy Commissioner of Buildings | 1 | 20,928. |
| 2129 | Deputy Commissioner for Community Conservation and Development | 1 | 21,984. |
| 2125 | Assistant Commissioner of Buildings | 2 | 20,928. |
| 0318 | Assistant to the Commissioner | 1 | 16,380. |
| 0309 | Coordinator Special Projects | 1 | 18,084. |
| 2121 | District Director | 1 | 18,084. |
| 2122 | Deputy District Director | 2 | 15,600. |
| 2122 | Deputy District Director | 4 | 14,856. |
| 1616 | Internal Security Aide | 1 | 11,652. |
| 1616 | Internal Security Aide | 4 | 10,560. |
| 1302 | Administrative Services Officer II | 1 | 18,984. |
| 1775 | Records Administrator | 1 | 17,220. |
| 0303 | Administrative Assistant III | 1 | 11,100. |
| 0303 | Administrative Assistant III | 1 | 10,056. |
| 0301 | Administrative Assistant I | 1 | 8,688. |
| 0301 | Administrative Assistant I | 1 | 6,804. |
| 1776 | Director of Research | 1 | 16,380. |
| 1365 | Training Coordinator | 1 | 12,240. |
| 0776 | Information Officer | 1 | 11,652. |
| 0731 | Information Attendant | 1 | 6,180. |
| 1155 | Senior Methods Analyst | 1 | 9,564. |
| 0101 | Accountant I | 1 | 9,120. |
| 0145 | Account Clerk | 1 | 5,604. |
| 0426 | Assistant Chief Clerk | 1 | 12,840. |
| 0421 | Principal Clerk | 5 | 10,056. |
| 0421 | Principal Clerk | 1 | 9,120. |
| 0421 | Principal Clerk | 1 | 8,688. |
| 0403 | Senior Clerk | 1 | 7,872. |
| 0403 | Senior Clerk | 3 | 7,500. |
| 0403 | Senior Clerk | 1 | 7,152. |
| 0403 | Senior Clerk | 1 | 6,804. |
| 0403 | Senior Clerk | 2 | 6,480. |
| 0403 | Senior Clerk | 1 | 6,180. |
| 0403 | Senior Clerk | 4 | 5,604. |
| 0401 | Junior Clerk | 3 | 5,340. |
| 0401 | Junior Clerk | 5 | 5,088. |
| 2107 | Inspection Liaison Officer | 1 | 8,688. |
| 0409 | Field Inspection Clerk | 1 | 7,872. |

100-Corporate Fund

## Department of Buildings—*Continued*

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **ADMINISTRATION—4301—Continued** | | |
| 0419 | Records Custodian | 1 | $ 5,604. |
| 0722 | Document Supervisor | 1 | 9,120. |
| 0722 | Document Supervisor | 1 | 8,688. |
| 0827 | Head Stenographer | 1 | 11,652. |
| 0827 | Head Stenographer | 1 | 11,100. |
| 0825 | Principal Stenographer | 1 | 10,056. |
| 0825 | Principal Stenographer | 1 | 9,120. |
| 0825 | Principal Stenographer | 1 | 8,688. |
| 0825 | Principal Stenographer | 2 | 7,152. |
| 0825 | Principal Stenographer | 1 | 6,480. |
| 0823 | Senior Stenographer | 1 | 7,500. |
| 0823 | Senior Stenographer | 1 | 6,480. |
| 0821 | Junior Stenographer | 2 | 6,804. |
| 0821 | Junior Stenographer | 1 | 5,892. |
| 0836 | Senior Typist | 1 | 7,152. |
| 0836 | Senior Typist | 2 | 6,480. |
| 0836 | Senior Typist | 1 | 6,180. |
| 0834 | Typist | 1 | 5,088. |
| 0658 | Senior Multilith Operator | 1 | 6,804. |
| 0657 | Multilith Operator | 1 | 5,892. |
| 1128 | Senior Applications Specialist | 1 | 12,840. |
| 1127 | Applications Specialist | 1 | 10,560. |
| 1198 | Data Processing Coordinator II | 1 | 14,148. |
| 0638 | Supervisor of Data Control | 1 | 12,240. |
| 0631 | Senior Data Controller | 1 | 8,268. |
| 0631 | Senior Data Controller | 1 | 7,872. |
| 0621 | Data Control Coder | 1 | 7,500. |
| 0616 | Senior Key Punch Operator | 1 | 5,604. |
| 0637 | Senior Microfilm Machine Operator | 1 | 6,804. |
| | Schedule Salary Adjustments | | 11,316. |
| | | 95 | 949,276. |
| | **COMPLAINT AND EVALUATION—4302** | | |
| 2158 | Code Enforcement Inspector II | 1 | 10,560. |
| 0303 | Administrative Assistant III | 1 | 12,240. |
| 0734 | Information Representative II | 2 | 8,688. |
| 0733 | Information Representative I | 1 | 8,268. |
| 0731 | Information Attendant | 1 | 5,892. |
| 0403 | Senior Clerk | 1 | 7,872. |
| 0403 | Senior Clerk | 1 | 7,152. |
| 0403 | Senior Clerk | 1 | 5,604. |
| 0401 | Junior Clerk | 1 | 5,340. |
| 0836 | Senior Typist | 1 | 7,152. |
| | Schedule Salary Adjustments | | 658. |
| | | 11 | 88,114. |

## Department of Buildings—*Continued*
### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| **COMPLAINT AND EVALUATION—4302—Continued** | | | |
| | **Compliance Enforcement Action—4304** | | |
| 2134 | Chief Compliance Officer | 1 | $ 17,220. |
| 2132 | Assistant Chief Compliance Officer | 1 | 15,600. |
| 2160 | Assistant Chief Code Enforcement Officer | 1 | 14,148. |
| 2158 | Code Enforcement Inspector II | 1 | 13,476. |
| 2158 | Code Enforcement Inspector II | 1 | 10,560. |
| 2157 | Code Enforcement Inspector I | 1 | 8,268. |
| 0423 | Head Clerk | 1 | 10,560. |
| 0421 | Principal Clerk | 1 | 9,120. |
| 0403 | Senior Clerk | 1 | 7,500. |
| 0403 | Senior Clerk | 2 | 7,152. |
| 0403 | Senior Clerk | 2 | 6,480. |
| 0403 | Senior Clerk | 2 | 6,180. |
| 0403 | Senior Clerk | 1 | 5,892. |
| 0401 | Junior Clerk | 3 | 5,340. |
| 0401 | Junior Clerk | 1 | 5,088. |
| 0733 | Information Representative I | 1 | 7,500. |
| 0731 | Information Attendant | 1 | 5,340. |
| | Schedule Salary Adjustments | | 1,951. |
| | | 22 | 187,867. |
| | **Multiple Dwelling Unit Registration—4305** | | |
| 1666 | Title Expert | 1 | 6,804. |
| 1664 | Title Searcher | 2 | 6,804. |
| 1664 | Title Searcher | 2 | 6,180. |
| 0403 | Senior Clerk | 1 | 7,500. |
| 0403 | Senior Clerk | 1 | 5,892. |
| | Schedule Salary Adjustments | | 640. |
| | | 7 | 46,804. |
| | **DIVISION OF CONSTRUCTION AND TECHNICAL INSPECTION—4310** | | |
| | **Institutional and Assembly Units Inspections—4311** | | |
| 2161 | Chief Code Enforcement Officer | 1 | 18,084. |
| 2158 | Code Enforcement Inspector II | 3 | 11,652. |
| 2158 | Code Enforcement Inspector II | 2 | 11,100. |
| 2158 | Code Enforcement Inspector II | 2 | 9,120. |
| 0421 | Principal Clerk | 1 | 8,688. |
| | Schedule Salary Adjustments | | 1,107. |
| | | 9 | 103,275. |

## Department of Buildings—*Continued*

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **DIVISION OF CONSTRUCTION AND TECHNICAL INSPECTION—4310—Continued** | | |
| | **Examination of Plans—4312** | | |
| 5424 | Supervising Architect | 1 | $ 21,984. |
| 5475 | Chief Plan Examiner | 1 | 16,380. |
| 5404 | Architect IV | 1 | 17,220. |
| 5403 | Architect III | 1 | 16,380. |
| 5403 | Architect III | 1 | 14,148. |
| 5403 | Architect III | 1 | 11,652. |
| 5402 | Architect II | 1 | 13,476. |
| 5402 | Architect II | 1 | 10,560. |
| 5622 | Structural Engineer V | 1 | 18,084. |
| 1297 | Chief Zoning Examiner | 1 | 10,056. |
| 1295 | Assistant Chief Zoning Examiner | 1 | 11,100. |
| 2185 | Supervising Ventilation Inspector | 1 | 14,856. |
| 2183 | Ventilation Inspector II | 3 | 1,088.00m |
| | (Effective June 1) | | 1,139.00m |
| 2158 | Code Enforcement Inspector II | 1 | 11,100. |
| | **Schedule Salary Adjustments** | | 1,128. |
| | | 16 | 228,363. |
| | **Building Code Compliance Inspection—4313** | | |
| 2161 | Chief Code Enforcement Officer | 1 | 15,600. |
| 2160 | Assistant Chief Code Enforcement Officer | 1 | 15,600. |
| 2159 | Code Enforcement Supervisor | 1 | 12,840. |
| 2159 | Code Enforcement Supervisor | 3 | 12,240. |
| 2158 | Code Enforcement Inspector II | 17 | 11,652. |
| 2158 | Code Enforcement Inspector II | 5 | 11,100. |
| 2158 | Code Enforcement Inspector II | 2 | 10,560. |
| 2158 | Code Enforcement Inspector II | 4 | 9,120. |
| 0403 | Senior Clerk | 1 | 8,268. |
| 0409 | Field Inspection Clerk | 1 | 6,804. |
| 0730 | Information Clerk | 1 | 6,180. |
| 0823 | Senior Stenographer | 1 | 6,180. |
| | **Schedule Salary Adjustments** | | 3,957. |
| | | 38 | 423,333. |
| | **Electrical Code Compliance Inspection—4314** | | |
| 5157 | Deputy Commissioner (Chief Electrical Inspector) | 1 | 24,228. |
| 5155 | Assistant Chief Electrical Inspector | 2 | 18,984. |
| 5153 | Supervisor of Electrical Inspections | 6 | 18,084. |
| 5163 | Special Investigator of Electrical Inspections | 1 | 13,476. |
| 5151 | Electrical Inspector | 79 | 1,317.35m |
| 0303 | Administrative Assistant III | 1 | 15,600. |
| 0733 | Information Representative I | 1 | 9,120. |
| 0423 | Head Clerk | 1 | 11,100. |
| 0421 | Principal Clerk | 1 | 10,056. |
| 0421 | Principal Clerk | 1 | 8,268. |
| 0421 | Principal Clerk | 1 | 7,872. |

## Department of Buildings—*Continued*

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **DIVISION OF CONSTRUCTION AND TECHNICAL INSPECTION—4310—Continued** | | |
| | **Electrical Code Compliance Inspection—4314—Continued** | | |
| 0421 | Principal Clerk | 1 | $ 7,152. |
| 0403 | Senior Clerk | 1 | 7,872. |
| 0403 | Senior Clerk | 2 | 7,500. |
| 0403 | Senior Clerk | 2 | 7,152. |
| 0403 | Senior Clerk | 1 | 6,480. |
| 0403 | Senior Clerk | 1 | 5,892. |
| 0401 | Junior Clerk | 1 | 6,804. |
| 0401 | Junior Clerk | 1 | 6,480. |
| 0401 | Junior Clerk | 1 | 5,604. |
| 0825 | Principal Stenographer | 1 | 10,056. |
| 0823 | Senior Stenographer | 1 | 8,688. |
| 0823 | Senior Stenographer | 1 | 7,872. |
| 0823 | Senior Stenographer | 1 | 7,500. |
| 0836 | Senior Typist | 1 | 7,152. |
| 0836 | Senior Typist | 1 | 6,804. |
| 0836 | Senior Typist | 2 | 5,892. |
| 0834 | Typist | 3 | 5,340. |
| 0834 | Typist | 1 | 4,848. |
| | Schedule Salary Adjustments | | 1,203. |
| | | 118 | 1,652,555. |
| | **Elevator Code Compliance Inspection—4315** | | |
| 2139 | Chief Elevator Inspector | 1 | 14,856. |
| 2140 | Assistant Chief Elevator Inspector | 1 | 1,163.00m |
| 2141 | Elevator Engineer | 1 | 1,142.00m |
| 2137 | Elevator Inspector | 27 | 1,138.00m |
| 0302 | Administrative Assistant II | 1 | 7,500. |
| 0825 | Principal Stenographer | 1 | 8,688. |
| 0403 | Senior Clerk | 1 | 6,180. |
| 0401 | Junior Clerk | 1 | 5,340. |
| | Schedule Salary Adjustments | | 317. |
| | | 34 | 439,253. |
| | **Heating and Ventilating Code Compliance Inspection—4316** | | |
| 2188 | Chief Ventilation Inspector | 1 | 17,220. |
| 2187 | Assistant Chief Ventilation Inspector | 1 | 17,220. |
| 2185 | Supervising Ventilation Inspector | 1 | 15,600. |
| 2185 | Supervising Ventilation Inspector | 1 | 14,856. |
| 2185 | Supervising Ventilation Inspector | 1 | 14,148. |
| 2176 | Supervising Sheet Metal Furnace Inspector | 1 | 14,148. |
| 2191 | Hazardous Use Engineer | 1 | 14,148. |
| 2175 | Sheet Metal Furnace Inspector | 7 | 1,088.00m |
| | (Effective June 1) | | 1,139.00m |

## Department of Buildings—*Continued*

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **DIVISION OF CONSTRUCTION AND TECHNICAL INSPECTION—4310—Continued** | | |
| | **Heating and Ventilating Code Compliance Inspection—4316—Continued** | | |
| 2183 | Ventilation Inspector II | 4 | $ 1,088.00m |
| | (Effective June 1) | | 1,139.00m |
| 2184 | Ventilation Inspector I | 16 | 1,045.50m |
| | (Effective June 1) | | 1,097.50m |
| 0421 | Principal Clerk | 1 | 7,872. |
| 0421 | Principal Clerk | 1 | 7,152. |
| 0403 | Senior Clerk | 1 | 7,500. |
| 0403 | Senior Clerk | 2 | 7,152. |
| 0403 | Senior Clerk | 2 | 6,804. |
| | Schedule Salary Adjustments | | 440. |
| | | 41 | 512,319. |
| | **Architectural and Structural Iron Inspection—4317** | | |
| 2168 | Chief Iron Inspector | 1 | 16,380. |
| 2164 | Architectural Iron Inspector | 1 | 12,840. |
| 2164 | Architectural Iron Inspector | 4 | 12,240. |
| 2166 | Structural Iron Inspector | 3 | 12,240. |
| 2166 | Structural Iron Inspector | 1 | 11,652. |
| 2166 | Structural Iron Inspector | 1 | 10,560. |
| 0403 | Senior Clerk | 1 | 5,892. |
| | Schedule Salary Adjustments | | 998. |
| | **Heavy Construction Equipment Inspection** | | |
| 7610 | Construction Equipment Inspector | 2 | 1,092.00m |
| | | 14 | 170,210. |
| | **Plumbing Code Compliance Inspection—4318** | | |
| 0403 | Senior Clerk | 1 | 7,872. |
| 0403 | Senior Clerk | 1 | 6,804. |
| | Schedule Salary Adjustments | | 263. |
| | | 2 | 14,939. |
| | **Zoning Inspection—4319** | | |
| 9654 | Zoning Administrator | 1 | 20,000. |
| 1299 | Assistant Zoning Administrator | 1 | 14,856. |
| 2158 | Code Enforcement Inspector II | 1 | 10,560. |
| 2158 | Code Enforcement Inspector II | 2 | 9,564. |
| 2157 | Code Enforcement Inspector I | 1 | 10,056. |
| 2157 | Code Enforcement Inspector I | 2 | 9,564. |
| 2157 | Code Enforcement Inspector I | 3 | 9,120. |
| 2157 | Code Enforcement Inspector I | 1 | 8,688. |
| 2157 | Code Enforcement Inspector I | 3 | 8,268. |
| 5752 | Map Draftsman II | 1 | 7,872. |
| 0421 | Principal Clerk | 1 | 9,564. |
| 0403 | Senior Clerk | 1 | 7,152. |
| 0821 | Junior Stenographer | 1 | 5,088. |
| | Schedule Salary Adjustments | | 4,026. |
| | | 19 | 188,282. |

### Department of Buildings—*Continued*
### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **DIVISION OF CONSTRUCTION AND TECHNICAL INSPECTION—4310—Continued** | | |
| | **Dangerous and Hazardous Buildings Inspection—4321** | | |
| 2127 | Deputy Commissioner of Buildings........... | 1 | $ 20,928. |
| 2161 | Chief Code Enforcement Officer ............ | 1 | 12,840. |
| 2160 | Assistant Chief Code Enforcement Officer ... | 2 | 12,240. |
| 2158 | Code Enforcement Inspector II ............ | 2 | 11,652. |
| 2158 | Code Enforcement Inspector II.............. | 6 | 10,560. |
| 2158 | Code Enforcement Inspector II.............. | 1 | 10,056. |
| 2158 | Code Enforcement Inspector II.............. | 2 | 9,120. |
| 0805 | Secretary ............................... | 1 | 8,688. |
| 0421 | Principal Clerk ......................... | 1 | 8,688. |
| 0403 | Senior Clerk ............................ | 1 | 7,500. |
| 0403 | Senior Clerk ............................ | 1 | 7,152. |
| 0403 | Senior Clerk ............................ | 1 | 6,804. |
| 0834 | Typist .................................. | 1 | 5,340. |
| | Schedule Salary Adjustments .............. | | 4,280. |
| | | 21 | 221,660. |
| | **DIVISION OF COMMUNITY CONSERVATION AND DEVELOPMENT—4320** | | |
| | **Bureau of Conservation—4322** | | |
| 2161 | Chief Code Enforcement Officer ........... | 1 | 16,380. |
| 2161 | Chief Code Enforcement Officer ........... | 2 | 12,840. |
| 2161 | Chief Code Enforcement Officer ........... | 2 | 12,240. |
| 2160 | Assistant Chief Code Enforcement Officer..... | 1 | 16,380. |
| 2160 | Assistant Chief Code Enforcement Officer ... | 1 | 15,600. |
| 2160 | Assistant Chief Code Enforcement Officer ... | 1 | 14,856. |
| 2160 | Assistant Chief Code Enforcement Officer ... | 2 | 14,148. |
| 2159 | Code Enforcement Supervisor .............. | 3 | 12,840. |
| 2159 | Code Enforcement Supervisor .............. | 7 | 12,240. |
| 2159 | Code Enforcement Supervisor .............. | 5 | 11,100. |
| 2158 | Code Enforcement Inspector II ............ | 2 | 12,240. |
| 2158 | Code Enforcement Inspector II ............ | 7 | 11,652. |
| 2158 | Code Enforcement Inspector II ............ | 14 | 11,100. |
| 2158 | Code Enforcement Inspector II ............ | 15 | 10,560. |
| 2158 | Code Enforcement Inspector II ............ | 1 | 10,056. |
| 2158 | Code Enforcement Inspector II............. | 2 | 9,564. |
| 2158 | Code Enforcement Inspector II............. | 4 | 9,120. |
| 2157 | Code Enforcement Inspector I.............. | 1 | 12,240. |
| 2157 | Code Enforcement Inspector I.............. | 5 | 10,560. |
| 2157 | Code Enforcement Inspector I .............. | 15 | 10,056. |
| 2157 | Code Enforcement Inspector I.............. | 2 | 9,564. |
| 2157 | Code Enforcement Inspector I.............. | 30 | 8,688. |
| 2157 | Code Enforcement Inspector I.............. | 36 | 8,268. |
| 0302 | Administrative Assistant II................ | 1 | 10,560. |

## Department of Buildings—*Continued*

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **DIVISION OF COMMUNITY CONSERVATION AND DEVELOPMENT—4320—Continued** | | |
| | **Bureau of Conservation—4322—Continued** | | |
| 1733 | Statistician | 1 | $ 6,804. |
| 0423 | Head Clerk | 1 | 9,120. |
| 0421 | Principal Clerk | 1 | 10,056. |
| 0403 | Senior Clerk | 1 | 7,500. |
| 0403 | Senior Clerk | 1 | 6,480. |
| 0403 | Senior Clerk | 1 | 6,180. |
| 0403 | Senior Clerk | 1 | 5,892. |
| 0403 | Senior Clerk | 2 | 5,604. |
| 0403 | Senior Clerk | 4 | 5,340. |
| 0401 | Junior Clerk | 1 | 6,804. |
| 0401 | Junior Clerk | 1 | 6,480. |
| 0401 | Junior Clerk | 1 | 5,340. |
| 0401 | Junior Clerk | 5 | 5,088. |
| 0805 | Secretary | 1 | 8,688. |
| 0823 | Senior Stenographer | 1 | 5,604. |
| 0821 | Junior Stenographer | 1 | 6,480. |
| | Schedule Salary Adjustments | | 20,965. |
| | | 184 | 1,781,137. |
| | | 631 | $ 7,007,387. |

| Code | Positions | No. |
|---|---|---|
| | **Automobile Allowance—schedule rate** | |
| 6755 | **Compensation for use of personally owned automobiles by:** | |
| | Deputy Commissioner of Buildings | 2 |
| | Assistant Commissioner of Buildings | 2 |
| | Assistant to the Commissioner | 1 |
| | Information Officer | 1 |
| | Internal Security Aide | 5 |
| | Supervising Architect | 1 |
| | Architect IV | 1 |
| | Chief Plan Examiner | 1 |
| | Chief Compliance Officer | 1 |
| | Assistant Chief Compliance Officer | 1 |
| | Chief Code Enforcement Officer | 8 |
| | Assistant Chief Code Enforcement Officer | 9 |
| | Code Enforcement Supervisor | 19 |
| | Code Enforcement Inspector II | 98 |
| | Code Enforcement Inspector I | 100 |
| | Zoning Administrator | 1 |
| | Assistant Zoning Administrator | 1 |
| | Chief Iron Inspector | 1 |
| | Structural Iron Inspector | 5 |
| | Architectural Iron Inspector | 5 |
| | Deputy Commissioner for Community Conservation and Development | 1 |
| | Deputy Commissioner (Chief Electrical Inspector) | 1 |

## Department of Buildings—*Continued*

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **Automobile Allowance—schedule rate—Continued** | | |
| | Assistant Chief Electrical Inspector | 2 | |
| | Supervisor of Electrical Inspections | 6 | |
| | Special Investigator of Electrical Inspections | 1 | |
| | Electrical Inspector | 79 | |
| | Chief Elevator Inspector | 1 | |
| | Assistant Chief Elevator Inspector | 1 | |
| | Elevator Engineer | 1 | |
| | District Director | 1 | |
| | Deputy District Director | 6 | |
| | Elevator Inspector | 27 | |
| | Chief Ventilation Inspector | 1 | |
| | Assistant Chief Ventilation Inspector | 1 | |
| | Supervising Ventilation Inspector | 3 | |
| | Supervising Sheet Metal Furnace Inspector | 1 | |
| | Sheet Metal Furnace Inspector | 7 | |
| | Ventilation Inspector II | 7 | |
| | Ventilation Inspector I | 16 | |
| | Hazardous Use Engineer | 1 | |
| | Chief Plumbing Inspector | 1 | |
| | Supervising Plumbing Inspector | 2 | |
| | Plumbing Inspector in Charge | 3 | |
| | Plumbing Inspector | 30 | |
| | Construction Equipment Inspector | 2 | |
| | Inspection Liaison Officer | 1 | |
| | | 466 | $ 151,552. |

### RAT CONTROL REVOLVING FUND

The Rat Control Revolving Fund is established for the purpose of providing means for the control and extermination of rats in private buildings, the expense of which is to be reimbursed by private persons properly chargeable therefor.

This account shall be maintained and used subject to the conditions and limitations of Sections 7-24.1 to 7-24.10 of the Municipal Code of Chicago and the conditions and limitations herein set forth.

The charges for which reimbursement is to be made shall include all direct costs chargeable to each project plus twelve percent to cover indirect or overhead costs of the department and general costs of the City government.

Expenditures from this account are authorized for material and supplies, labor services and other expense that will be properly chargeable to the projects for which reimbursement is to be made.

100-Corporate Fund

# ZONING BOARD OF APPEALS

## DISTRIBUTION OF APPROPRIATIONS BY ORGANIZATIONAL ACTIVITIES

| CODE | ORGANIZATIONAL ACTIVITY | Year | Number of Positions | Personal Services | Contractual Services | Travel | Commodities | Contingencies | Specific Purposes | Total Operating Expense | Capital Outlay | Total Appropriation |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 4330 | Disposition of Zoning Appeals................ | 1970 | 11 | $ 98,658 | $ 16,200 | $ 1,000 | $ 3,000 | ................ | ................ | $ 118,858 | ................ | $ 118,858 |
|  |  | 1969 | 11 | $ 95,458 | $ 21,200 | $ 1,000 | $ 3,000 | ................ | ................ | $ 120,658 | ................ | $ 120,658 |

## PERFORMANCE DATA

| CODE | ACTIVITY AND SUB-ACTIVITY | WORK UNITS |  |  |  | PERSONNEL |  |  |  |  |  | OPERATING COSTS |  |  |  |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
|  |  |  | Number |  |  | Number |  | Man-Hours |  | Man-Hours Per-Unit |  | Total for Year |  | Av. Cost Per-Unit |  |
|  |  | Name | Est. 1970 | Budget 1969 | Act. 1968 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 |
| 4330 | Disposition of Zoning Appeals:...... |  | ............ | ............ | ............ | 11 | 11 | 13,095 | 13,095 | ........ | ........ | $ 118,858 | $ 120,658 | ........ | ........ |
| 01 | Administrative and clerical....... |  | ............ | ............ | ............ | 4 | 4 | 5,590 | 5,590 | ........ | ........ | 46,903 | 51,148 | ........ | ........ |
| 02 | Preparing and hearing appeal cases ............................................ | Case | 350 | 400 | 236 | 9 | 9 | 7,505 | 7,505 | 21.44 | 18.74 | 71,955 | 69,510 | $205.58 | $173.77 |

100-Corporate Fund

## ZONING BOARD OF APPEALS

**The function of the Board is to hear appeals from the decision of the Commissioner of Buildings in the enforcement of the Zoning Ordinance, and to report its findings and recommendations in each case.**

| Code | | Amounts Appropriated |
|---|---|---|
| .005 | Salaries and Wages—on Payroll | $ 98,496. |
| .015 | Schedule Salary Adjustments | 162. |
| *4330.000 | **For Personal Services** | 98,658. |
| .125 | Office and Building Services | 9,500. |
| .130 | Postage and Postal Charges | 2,000. |
| | Professional and Technical Services: | |
| .143 | Court Reporting | 3,000. |
| .152 | Advertising | 1,500. |
| .186 | Telephone | 200. |
| *4330.100 | **For Contractual Services** | 16,200. |
| .270 | Local Transportation | 1,000. |
| *4330.200 | **For Travel** | 1,000. |
| .350 | Stationery and Office Supplies | 3,000. |
| *4330.300 | **For Commodities** | 3,000. |
| | ***Total for Zoning Board of Appeals** | $ 118,858. |

### POSITIONS AND SALARIES

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **DISPOSITION OF ZONING APPEALS—4330** | | |
| 9655 | Chairman, Zoning Board of Appeals | 1 | $ 7,500. |
| 9657 | Member, Zoning Board of Appeals | 4 | 7,500. |
| 1297 | Chief Zoning Examiner | 1 | 14,148. |
| 9836 | Planner | 2 | 9,120. |
| 0805 | Secretary | 1 | 6,804. |
| 0302 | Administrative Assistant II | 1 | 12,240. |
| 0301 | Administrative Assistant I | 1 | 9,564. |
| | Schedule Salary Adjustments | | 162. |
| | | 11 | $ 98,658. |

100-Corporate Fund

# DEPARTMENT FOR THE INSPECTION OF STEAM BOILERS, UNFIRED PRESSURE VESSELS AND REFRIGERATION

## DISTRIBUTION OF APPROPRIATIONS BY ORGANIZATIONAL ACTIVITIES

| CODE | ORGANIZATIONAL ACTIVITY | Year | Number of Positions | Personal Services | Contractual Services | Travel | Commodities | Contingencies | Specific Purposes | Total Operating Expense | Capital Outlay | Total Appropriation |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **4411** | **Administration** ........ | 1970 | 24 | $ 173,846 | $ 14,150 | $ 1,120 | $ 2,255 | $ 500 | ........ | $ 191,871 | $ 4,000 | $ 195,871 |
| | | 1969 | 30 | 239,164 | 5,650 | 960 | 2,055 | 500 | ........ | 248,329 | 4,000 | 252,329 |
| **4412** | **Boiler Inspection** ........ | 1970 | 18 | 260,418 | 1,100 | 6,493 | 1,050 | ........ | ........ | 269,061 | ........ | 269,061 |
| | | 1969 | 16 | 219,648 | 410 | 5,693 | 900 | ........ | ........ | 226,651 | ........ | 226,651 |
| **4413** | **Refrigeration Inspection** ........ | 1970 | 29 | 381,210 | 1,900 | 7,887 | 1,195 | ........ | ........ | 392,192 | ........ | 392,192 |
| | | 1969 | 26 | 330,122 | 590 | 6,987 | 1,045 | ........ | ........ | 338,744 | ........ | 338,744 |
| | **Totals** ........ | 1970 | 71 | $ 815,474 | $ 17,150 | $15,500 | $ 4,500 | $ 500 | | $ 853,124 | $ 4,000 | $ 857,124 |
| | | 1969 | 72 | $ 788,934 | $ 6,650 | $13,640 | $ 4,000 | $ 500 | | $ 813,724 | $ 4,000 | $ 817,724 |

## PERFORMANCE DATA

| | | WORK UNITS | | | | PERSONNEL | | | | | | OPERATING COSTS | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Number | | | Number | | Man-Hours | | Man-Hours Per-Unit | | Total for Year | | Av. Cost Per-Unit | |
| CODE | ACTIVITY AND SUB-ACTIVITY | Name | Est. 1970 | Budget 1969 | Act. 1968 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 |
| **4411** | **Administration:** ........ | | ........ | ........ | ........ | 24 | 30 | 44,460 | 56,420 | ........ | ........ | $ 191,871 | $ 248,329 | ........ | ........ |
| 01 | Administrative and clerical........ | | ........ | ........ | ........ | 11 | 14 | 20,800 | 26,260 | ........ | ........ | 110,786 | 121,322 | ........ | ........ |
| 02 | Installation permits boiler and tank (2,000) refrigeration permits (16,000) ........ | Permit | 18,000 | 18,000 | 19,076 | 2 | 4 | 3,640 | 7,800 | .20 | .43 | 14,748 | 41,850 | $ .81 | $ 2.33 |
| 03 | Boiler repair permits........ | Permit | 14,000 | 14,000 | 15,619 | 2 | 3 | 3,640 | 5,720 | .26 | .40 | 10,880 | 23,998 | .77 | 1.71 |
| 04 | Repairs ordered by letter........ | Letter | 10,000 | 12,000 | 9,659 | 2 | 3 | 3,640 | 5,720 | .36 | .47 | 12,545 | 26,886 | 1.25 | 2.24 |
| 05 | Processing and mailing inspection certificates ........ | Certificate | 110,000 | 120,000 | 94,824 | 7 | 6 | 12,740 | 10,920 | 1.15 | .91 | 42,912 | 34,273 | .39 | .29 |
| **4412** | Boiler inspection ........ | Inspection | 50,000 | 50,000 | 50,966 | 18 | 16 | 37,440 | 33,280 | .74 | .66 | 269,061 | 226,651 | 5.38 | 4.53 |
| **4413** | **Refrigeration inspection** ........ | Inspection | 115,000 | 115,000 | 127,466 | 29 | 26 | 60,320 | 54,080 | .52 | .47 | 392,192 | 338,744 | 3.41 | 2.94 |
| | **Total** ........ | | | | | 71 | 72 | 142,220 | 143,780 | | | $ 853,124 | $ 813,724 | | |

## DEPARTMENT FOR THE INSPECTION OF STEAM BOILERS, UNFIRED PRESSURE VESSELS AND REFRIGERATION

**The department enforces the provisions of the Municipal Code relating to steam boilers and unfired pressure vessels, refrigerating systems, and to steam boiler erectors and repairers.**

| Code | | Amounts Appropriated |
|---|---|---|
| .005 | **Salaries and Wages—on Payroll** | $ 814,212. |
| .015 | **Schedule Salary Adjustments** | 1,262. |
| *4410.000 | **For Personal Services** | 815,474. |
| .130 | **Postage and Postal Charges** | 4,650. |
| .157 | Rental of Equipment and Services | 10,000. |
| .175 | Transportation Charges (Exclusive of Travel) | 1,000. |
| .186 | Telephone | 1,500. |
| *4410.100 | **For Contractual Services** | 17,150. |
| .228 | **Automobile Allowance—schedule rate** | 10,000. |
| .270 | **Local Transportation** | 5,500. |
| *4410.200 | **For Travel** | 15,500. |
| .340 | Material and Supplies | 500. |
| .350 | Stationery and Office Supplies | 4,000. |
| *4410.300 | **For Commodities** | 4,500. |
| .424 | Furniture and Furnishings | 4,000. |
| *4410.400 | **For Equipment** | 4,000. |
| *4410.700 | **For Contingencies** | 500. |
| | ***Total for Steam Boiler and Refrigeration Inspection** | $ 857,124. |

### POSITIONS AND SALARIES

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **ADMINISTRATION—4411** | | |
| 9631 | **Chief Inspector of Steam Boilers and Cooling Plants** | 1 | $ 21,000. |
| 2101 | **Chief Deputy Inspector** | 1 | 17,220. |
| 0421 | Principal Clerk | 1 | 8,268. |
| 0403 | **Senior Clerk** | 1 | 8,268. |
| 0403 | **Senior Clerk** | 1 | 7,872. |
| 0403 | Senior Clerk | 2 | 7,152. |
| 0403 | **Senior Clerk** | 2 | 5,892. |
| 0403 | Senior Clerk | 1 | 5,340. |

## Department for the Inspection of Steam Boilers, Unfired Pressure Vessels and Refrigeration—*Continued*

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **ADMINISTRATION—4411—Continued** | | |
| 0401 | Junior Clerk | 1 | $ 6,180. |
| 0401 | Junior Clerk | 1 | 5,604. |
| 0401 | Junior Clerk | 2 | 5,340. |
| 0401 | Junior Clerk | 3 | 5,088. |
| 0823 | Senior Stenographer | 1 | 6,804. |
| 0823 | Senior Stenographer | 1 | 5,604. |
| 0821 | Junior Stenographer | 2 | 4,848. |
| 0836 | Senior Typist | 1 | 6,804. |
| 0834 | Typist | 1 | 6,804. |
| 0834 | Typist | 1 | 5,088. |
| | Schedule Salary Adjustments | | 1,262. |
| | | 24 | 173,846. |
| | **BOILER INSPECTION—4412** | | |
| 2104 | Supervising Boiler Inspector | 1 | 1,369.50m |
| 2105 | Boiler Inspector (2,080h) | 17 | 1,196.00m |
| | | 18 | 260,418. |
| | **REFRIGERATION INSPECTION—4413** | | |
| 2136 | Supervising Cooling Plant Inspector (2,080h) | 2 | 1,256.50m |
| 2135 | Cooling Plant Inspector (2,080h) | 27 | 1,083.50m |
| | | 29 | 381,210. |
| | | 71 | $ 815,474. |
| | **Automobile Allowance—schedule rate** | | |
| 6755 | Compensation for use of personally owned automobiles by: | | |
| | Chief Inspector of Steam Boilers and Cooling Plants | 1 | |
| | Chief Deputy Inspector | 1 | |
| | Cooling Plant Inspector | 12 | |
| | Supervising Boiler Inspector | 1 | |
| | Boiler Inspector | 12 | |
| | | 27 | $ 10,000. |

100-Corporate Fund

## DEPARTMENT OF CONSUMER SALES, WEIGHTS AND MEASURES

### DISTRIBUTION OF APPROPRIATIONS BY ORGANIZATIONAL ACTIVITIES

| CODE | ORGANIZATIONAL ACTIVITY | Year | Number of Positions | Personal Services | Contractual Services | Travel | Commodities | Contingencies | Specific Purposes | Total Operating Expense | Capital Outlay | Total Appropriation |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **4511** | **Administration** | 1970 | 13 | $ 122,284 | $ 37,650 | $ 2,800 | $ 3,100 | $ 200 | ............ | $ 166,034 | $ 4,200 | $ 170,234 |
| | | 1969 | 11 | 93,575 | 60,050 | 4,050 | 2,000 | 125 | ............ | 159,800 | 6,000 | 165,800 |
| **4512** | **Calibrating Utilities Measuring Devices** | 1970 | 5 | 61,410 | 1,380 | 900 | 900 | 50 | ............ | 64,640 | 600 | 65,240 |
| | | 1969 | 5 | 58,814 | 1,120 | 1,000 | 625 | 25 | ............ | 61,584 | 500 | 62,084 |
| **4514** | **Testing Merchants' Weighing and Measuring Devices** | 1970 | 21 | 212,290 | 14,930 | 1,000 | 3,600 | 100 | ............ | 231,920 | 7,700 | 239,620 |
| | | 1969 | 22 | 194,641 | 10,675 | 500 | 7,065 | 50 | ............ | 212,931 | 35,400 | 248,331 |
| **4516** | **Investigating Merchants' Commodity Sales Practices** | 1970 | 21 | 200,325 | 52,090 | 5,900 | 3,600 | 850 | ............ | 262,765 | 4,400 | 267,165 |
| | | 1969 | 21 | 198,662 | 18,465 | 5,050 | 6,460 | 1,000 | ............ | 229,637 | 9,000 | 238,637 |
| | **Total** | 1970 | 60 | $ 596,309 | $ 106,050 | $10,600 | $ 11,200 | $ 1,200 | | $ 725,359 | $ 16,900 | $ 742,259 |
| | | 1969 | 59 | $ 545,692 | $ 90,310 | $10,600 | $ 16,150 | $ 1,200 | | $ 663,952 | $ 50,900 | $ 714,852 |

100-Corporate Fund

## Department of Consumer Sales, Weights and Measures—*Continued*

### PERFORMANCE DATA

| CODE | ACTIVITY AND SUB-ACTIVITY | WORK UNITS | | | | PERSONNEL | | | | | | OPERATING COSTS | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Number | | | Number | | Man-Hours | | Man-Hours Per-Unit | | Total for Year | | Av. Cost Per-Unit | |
| | | Name | Est. 1970 | Budget 1969 | Act. 1968 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 |
| **4511** | **Administration:** | | ........ | ........ | ........ | 13 | 11 | 23,660 | 20,020 | ........ | ........ | $ 166,034 | $ 159,800 | ........ | ........ |
| **4512** | **Calibrating Utilities Measuring Devices:** | | ........ | ........ | ........ | 5 | 5 | 9,760 | 9,760 | ........ | ........ | 64,640 | 61,584 | ........ | ........ |
| 01 | Calibrating electric company testing equipment | Calibration | 1,700 | 1,775 | 1,762 | 1 | 1 | 910 | 910 | .54 | .51 | 6,580 | 6,356 | $ 3.87 | $ 3.58 |
| 02 | Testing gas company product | Test | 2,380 | 2,375 | 2,343 | 2 | 2 | 1,820 | 1,820 | .77 | .77 | 11,890 | 10,722 | 4.99 | 4.51 |
| 03 | Calibrating gas meters | Meter | 98,500 | 95,000 | 106,197 | 3 | 3 | 6,120 | 6,120 | .06 | .06 | 39,695 | 39,000 | .40 | .41 |
| 04 | Inspecting public utility plants | Inspection | 2,400 | 2,300 | 2,380 | 1 | 1 | 910 | 910 | .38 | .40 | 6,475 | 5,506 | 2.70 | 2.39 |
| **4514** | **Testing Merchants' Weighing and Measuring Devices:** | | ........ | ........ | ........ | 21 | 22 | 38,220 | 40,040 | ........ | ........ | 231,920 | 212,931 | ........ | ........ |
| 01 | Testing solid and liquid devices and pumps | Test | 89,000 | 85,000 | 85,283 | 21 | 22 | 35,926 | 37,492 | .40 | .44 | 218,158 | 199,303 | 2.45 | 2.34 |
| 02 | Testing fuel-dispensing meters | Meter | 1,400 | 1,700 | 1,535 | 2 | 2 | 2,038 | 2,438 | 1.46 | 1.43 | 12,263 | 12,988 | 8.75 | 7.64 |
| 03 | Calibrating fuel vehicle tanks | Inspection | 40 | 17 | 24 | 2 | 2 | 256 | 110 | 6.40 | 6.47 | 1,499 | 640 | 37.48 | 37.65 |
| **4516** | **Investigating Merchants' Commodity Sales Practices:** | | ........ | ........ | ........ | 21 | 21 | 38,220 | 38,222 | ........ | ........ | 262,765 | 229,637 | ........ | ........ |
| 01 | Investigating retail shops | Investigation | 52,000 | 53,000 | 37,375 | 16 | 16 | 26,299 | 26,210 | .51 | .46 | 202,494 | 169,702 | 3.89 | 3.20 |
| 02 | Investigating food processing plants and wholesale distributors | Plant | 2,500 | 3,300 | 3,028 | 5 | 2 | 8,099 | 3,458 | 3.24 | 1.05 | 41,168 | 17,682 | 16.47 | 5.36 |
| 03 | Checking food carloads | Carload | ........ | 3,400 | 3,718 | .... | 1 | ........ | 1,729 | ........ | .51 | ........ | 6,889 | ........ | 2.03 |
| 04 | Test weighing truckload lots | Truck | ........ | 1,500 | 319 | .... | 2 | ........ | 3,458 | ........ | 2.31 | ........ | 18,141 | ........ | 12.09 |
| 05 | Enforcing compliance through court action | Case | 1,200 | 980 | 1,145 | 21 | 21 | 3,822 | 3,367 | 3.19 | 3.25 | 19,103 | 17,223 | 15.92 | 17.57 |
| | **Total** | | | | | 60 | 59 | 109,860 | 108,042 | | | $ 725,359 | $ 663,952 | | |

## DEPARTMENT OF CONSUMER SALES, WEIGHTS AND MEASURES

**The function of the department is the testing and proving of all weights, measures, scales, meters, and other weighing and measuring devices and of gas supplied by public utilities, provided for in the City Code.**

| Code | | Amounts Appropriated |
|---|---|---|
| **.005** | Salaries and Wages—on Payroll | $ 591,418. |
| **.015** | Schedule Salary Adjustments | 4,891. |
| ***4510.000** | **For Personal Services** | 596,309. |
| **.126** | Office Conveniences | 300. |
| **.130** | Postage and Postal Charges | 3,000. |
| .140 | Professional and Technical Services: Hiring special investigators, accountants, appraisers; public information, and for other incidental expenses in consumer sales investigations | 58,120. |
| .150 | Publications | 20,000. |
| .157 | Rental of Equipment and Services | 4,000. |
| **.162** | Repair or Maintenance of Equipment | 2,000. |
| **.166** | Subscriptions and Dues | 200. |
| **.173** | State Vehicle License Plates | 80. |
| .175 | Transportation Charges (Exclusive of Travel) | 1,000. |
| **.176** | Maintenance and Operation—City Owned Vehicles | 17,200. |
| .182 | Heat, Light and Power (Public) | 50. |
| .186 | Telephone | 100. |
| ***4510.100** | **For Contractual Services** | 106,050. |
| .228 | Automobile Allowance—schedule rate | 7,500. |
| **.245** | Reimbursement to Travelers | 3,000. |
| .270 | Local Transportation | 100. |
| ***4510.200** | **For Travel** | 10,600. |
| **.314** | Fuel Oil | 200. |
| **.340** | Material and Supplies | 1,000. |
| .350 | Stationery and Office Supplies | 10,000. |
| ***4510.300** | **For Commodities** | 11,200. |
| .422 | Office Machines | 1,700. |
| .424 | Furniture and Furnishings | 2,500. |
| .440 | Machinery and Equipment | 200. |
| .445 | Technical and Scientific Equipment | 3,700. |
| .450 | Vehicles | 8,800. |
| ***4510.400** | **For Equipment** | 16,900. |
| ***4510.700** | **For Contingencies** | 1,200. |
| | ***Total for Department of Consumer Sales, Weights and Measures** | $ 742,259. |

100-Corporate Fund

## Department of Consumer Sales, Weights and Measures—*Continued*

### POSITIONS AND SALARIES

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **ADMINISTRATION—4511** | | |
| 9635 | Commissioner of Consumer Sales, Weights and Measures | 1 | $ 22,000. |
| 0381 | Director of Administration | 1 | 14,856. |
| 0302 | Administrative Assistant II | 1 | 8,688. |
| 0742 | Public Information Assistant II | 1 | 10,560. |
| 0741 | Public Information Assistant I | 1 | 6,804. |
| 0426 | Assistant Chief Clerk | 1 | 13,476. |
| 0421 | Principal Clerk | 1 | 8,268. |
| 0403 | Senior Clerk | 1 | 5,604. |
| 0825 | Principal Stenographer | 1 | 8,268. |
| 0825 | Principal Stenographer | 1 | 6,480. |
| 0836 | Senior Typist | 1 | 5,604. |
| 0834 | Typist | 1 | 5,088. |
| 0834 | Typist | 1 | 4,848. |
| | Schedule Salary Adjustments | | 1,740. |
| | | 13 | 122,284. |
| | **CALIBRATING UTILITIES MEASURING DEVICES—4512** | | |
| 2405 | Electric Instrument Inspector | 1 | 920.00m |
| 2436 | Chief Gas Tester | 1 | 11,100. |
| 2426 | Supervising Gas Meter Inspector (2,040h) | 1 | 6.75h |
| 2425 | Gas Meter Inspector (255d) (2,040h) | 2 | 6.25h |
| | Schedule Salary Adjustments | | |
| | | 5 | 61,410. |
| | **TESTING MERCHANTS WEIGHING AND MEASURING DEVICES—4514** | | |
| 2458 | Deputy Commissioner—Weights and Measures | 1 | 20,928. |
| 2455 | Supervising Deputy Inspector of Weights and Measures | 1 | 14,856. |
| 2454 | Deputy Inspector of Weights and Measures II | 1 | 11,652. |
| 2454 | Deputy Inspector of Weights and Measures II | 1 | 10,560. |
| 2454 | Deputy Inspector of Weights and Measures II | 1 | 10,056. |
| 2454 | Deputy Inspector of Weights and Measures II | 1 | 9,564. |
| 2454 | Deputy Inspector of Weights and Measures II | 1 | 8,688. |
| 2453 | Deputy Inspector of Weights and Measures | 1 | 11,100. |
| 2453 | Deputy Inspector of Weights and Measures | 1 | 10,560. |
| 2453 | Deputy Inspector of Weights and Measures | 3 | 10,056. |
| 2453 | Deputy Inspector of Weights and Measures | 1 | 9,564. |
| 2453 | Deputy Inspector of Weights and Measures | 7 | 7,872. |
| 2453 | Deputy Inspector of Weights and Measures | 1 | 7,500. |
| | Schedule Salary Adjustments | | 1,990. |
| | | 21 | 212,290. |

## Department of Consumer Sales, Weights and Measures—*Continued*

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **INVESTIGATING MERCHANTS COMMODITY SALES PRACTICES—4516** | | |
| 2459 | Deputy Commissioner of Consumer Sales | 1 | $ 17,220. |
| 2455 | Supervising Deputy Inspector of Weights and Measures | 1 | 11,100. |
| 2454 | Deputy Inspector of Weights and Measures II | 1 | 11,652. |
| 2454 | Deputy Inspector of Weights and Measures II | 1 | 10,560. |
| 2454 | Deputy Inspector of Weights and Measures II | 1 | 10,056. |
| 2454 | Deputy Inspector of Weights and Measures II | 2 | 9,120. |
| 2453 | Deputy Inspector of Weights and Measures | 1 | 11,100. |
| 2453 | Deputy Inspector of Weights and Measures | 2 | 10,056. |
| 2453 | Deputy Inspector of Weights and Measures | 1 | 9,564. |
| 2453 | Deputy Inspector of Weights and Measures | 4 | 8,268. |
| 2453 | Deputy Inspector of Weights and Measures | 4 | 7,872. |
| 2453 | Deputy Inspector of Weights and Measures | 2 | 7,500. |
| | Schedule Salary Adjustments | | 1,161. |
| | | 21 | 200,325. |
| | | 60 | $ 596,309. |
| | **Automobile Allowance—schedule rate** | | |
| 6755 | Compensation for use of personally owned automobiles by: | | |
| | Commissioner of Consumer Sales, Weights and Measures | 1 | |
| | Deputy Commissioner of Consumer Sales, Weights and Measures | 1 | |
| | Deputy Inspector of Weights and Measures | 11 | |
| | Electric Instrument Inspector | 1 | |
| | | 14 | $ 7,500. |

100-Corporate Fund

## DEPARTMENT OF ENVIRONMENTAL CONTROL

### DISTRIBUTION OF APPROPRIATIONS BY ORGANIZATIONAL ACTIVITIES

| CODE | ORGANIZATIONAL ACTIVITY | Year | Number of Positions | Personal Services | Contractual Services | Travel | Commodities | Contingencies | Specific Purposes | Total Operating Expense | Capital Outlay | Total Appropriation |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **4611** | **Administration—Departmental** .................. | 1970 | 9 | $ 127,614 | $ 36,850 | $ 3,000 | $ 3,500 | $ 2,000 | $ 100,000 | $ 272,964 | ................ | $ 272,964 |
| | | 1969 | 10 | 129,936 | 52,500 | 3,000 | 3,500 | 2,000 | ................ | 190,936 | ................ | 190,936 |
| 4613 | Technical Services .................................. | 1970 | 16 | 166,188 | 18,300 | 7,100 | 17,750 | ................ | 125,000 | 334,338 | $ 14,500 | 348,838 |
| | | 1969 | 16 | 153,560 | 15,050 | 6,650 | 9,000 | ................ | 2,000 | 186,260 | 11,600 | 197,860 |
| 4614 | Field Services .......................................... | 1970 | 54 | 576,173 | 35,600 | 8,650 | 7,100 | ................ | 200,000 | 827,523 | 4,500 | 832,023 |
| | | 1969 | 51 | 526,003 | 35,350 | 7,000 | 6,400 | ................ | ................ | 574,753 | 10,300 | 585,053 |
| **4615** | **Engineering Services** .............................. | 1970 | 20 | 246,445 | 30,200 | 14,100 | 13,800 | ................ | 75,000 | 379,545 | 20,200 | 399,745 |
| | | 1969 | 22 | 243,522 | 41,900 | 15,200 | 22,500 | ................ | ................ | 323,122 | 25,200 | 348,322 |
| **4616** | **Information and Education** .................... | 1970 | 3 | 30,670 | 29,500 | 1,150 | 11,250 | ................ | ................ | 72,570 | 1,800 | 74,370 |
| | | 1969 | 3 | 26,552 | 20,000 | 1,300 | 13,000 | ................ | ................ | 60,852 | 1,100 | 61,952 |
| | **Totals** .......................................................... | 1970 | 102 | $1,147,090 | $ 150,450 | $34,000 | $ 53,400 | $ 2,000 | $ 500,000 | $1,886,940 | $ 41,000 | $1,927,940 |
| | | 1969 | 102 | $1,079,573 | $ 164,800 | $33,150 | $ 54,400 | $ 2,000 | $ 2,000 | $1,335,923 | $ 48,200 | $1,384,123 |

100-Corporate Fund

## Department of Environmental Control—*Continued*

### PERFORMANCE DATA

| CODE | ACTIVITY AND SUB-ACTIVITY | WORK UNITS | | | | PERSONNEL | | | | | | OPERATING COSTS | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Number | | | Number | | Man-Hours | | Man-Hours Per-Unit | | Total for Year | | Av. Cost Per-Unit | |
| | | Name | Est. 1970 | Budget 1969 | Act. 1968 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 |
| **4611** | **Administration:** | | ........ | ........ | ........ | 9 | 10 | 16,380 | 18,200 | ........ | ........ | $ 272,964 | $ 190,936 | ........ | ........ |
| **4613** | **Technical Services** | | ........ | ........ | ........ | 16 | 16 | 29,120 | 29,120 | ........ | ........ | 334,338 | 186,260 | ........ | ........ |
| 01 | Administrative Services | | ........ | ........ | ........ | 3 | 3 | 5,460 | 5,460 | ........ | ........ | 49,523 | 53,951 | ........ | ........ |
| 02 | Meteorology | | ........ | ........ | ........ | 2 | 4 | 3,640 | 7,280 | ........ | ........ | 26,806 | 41,692 | ........ | ........ |
| 04 | Data Reduction | | ........ | ........ | ........ | 1 | 1 | 1,820 | 1,820 | ........ | ........ | 12,265 | 10,960 | ........ | ........ |
| 05 | Monitoring Network | | ........ | ........ | ........ | 7 | 7 | 12,740 | 12,740 | ........ | ........ | 168,553 | 63,362 | ........ | ........ |
| **06** | **Laboratory** | | ........ | ........ | ........ | 2 | .... | 3,640 | ........ | ........ | ........ | 65,571 | ........ | ........ | ........ |
| **07** | **Calibration Team** | | ........ | ........ | ........ | 1 | 1 | 1,820 | 1,820 | ........ | ........ | 11,620 | 16,295 | ........ | ........ |
| **4614** | **Field Services Division:** | | ........ | ........ | ........ | 54 | 51 | 101,580 | 92,820 | ........ | ........ | 827,523 | 574,753 | ........ | ........ |
| **01** | **Administrative** | | ........ | ........ | ........ | 2 | 2 | 3,640 | 3,640 | ........ | ........ | 39,095 | 37,040 | ........ | ........ |
| **02** | **Court Cases and Hearings** | **Case** | 360 | 350 | 186 | 1 | 1 | 1,820 | 1,820 | 5.20 | 5.20 | 13,876 | 11,652 | $38.54 | $33.29 |
| **03** | **Investigating Complaints** | **Complaint** | 8,000 | 8,000 | 8,010 | 9 | 7 | 17,260 | 13,620 | 2.16 | 1.70 | 94,282 | 75,836 | 11.79 | 9.47 |
| **04** | **Abatement Patrol** | **Inspection** | ........ | ........ | ........ | 16 | 17 | 29,120 | 30,940 | ........ | ........ | 371,708 | 169,301 | ........ | ........ |
| **05** | **Conducting Furnace Inspections** | **Inspection** | 42,000 | 44,000 | 40,123 | 26 | 24 | 49,740 | 46,980 | 1.18 | 1.06 | 308,562 | 280,924 | 7.35 | 6.37 |
| 4615 | Engineering Services Division: | | ........ | ........ | ........ | 20 | 22 | 36,400 | 40,040 | ........ | ........ | 379,545 | 323,122 | ........ | ........ |
| 01 | Administrative and Clerical | | ........ | ........ | ........ | 5 | 2 | 9,100 | 3,640 | ........ | ........ | 98,763 | 44,444 | ........ | ........ |
| 02 | Field Examination and Evaluation | | ........ | ........ | ........ | .... | 11 | ........ | 20,020 | ........ | ........ | 75,000 | 168,974 | ........ | ........ |
| 03 | Plan Examination and Evaluation | | ........ | ........ | ........ | 5 | 9 | 9,100 | 16,380 | ........ | ........ | 60,319 | 109,704 | ........ | ........ |
| 04 | Annual Plant Evaluation | | ........ | ........ | ........ | 2 | .... | 3,640 | ........ | ........ | ........ | 28,584 | ........ | ........ | ........ |
| 05 | Industrial Program Evaluation | | ........ | ........ | ........ | 5 | .... | 9,100 | ........ | ........ | ........ | 59,007 | ........ | ........ | ........ |
| 06 | Emission Inventory and Solid Waste | | ........ | ........ | ........ | 3 | .... | 5,460 | ........ | ........ | ........ | 57,872 | ........ | ........ | ........ |
| **4616** | **Public Information and Education** | | ........ | ........ | ........ | 3 | 3 | 5,460 | 5,460 | ........ | ........ | 72,570 | 60,852 | ........ | ........ |
| | **Total** | | | | | 102 | 102 | 188,940 | 185,640 | | | $1,886,940 | $1,335,923 | | |

100-Corporate Fund

## DEPARTMENT OF ENVIRONMENTAL CONTROL

It is the function of the department to carry into execution the laws and provisions of the Municipal Code relating to environmental control including the control of air pollution, industrial waste, noise and vibration, harbor pollution and the dumping of refuse.

| Code | | Amounts Appropriated |
|---|---|---|
| .005 | Salaries and Wages—on Payroll | $ 1,117,480. |
| .010 | Salaries and Wages—on Voucher | 12,500. |
| .015 | Schedule Salary Adjustments | 17,110. |
| *4610.000 | **For Personal Services** | 1,147,090. |
| .126 | Office Conveniences | 2,200. |
| .130 | Postage and Postal Charges | 13,850. |
| | Professional and Technical Services: | |
| .147 | Surveys | 500. |
| .148 | Testing and Inspecting | 2,300. |
| .149 | Other Professional & Technical Services | 28,400. |
| .150 | Publications | 20,000. |
| .155 | Rental of Property | 5,000. |
| .157 | Rental of Equipment and Services | 28,350. |
| .158 | Rental of Equipment and Services—City Owned | 13,500. |
| .160 | Repair or Maintenance of Property | 1,200. |
| .162 | Repair or Maintenance of Equipment | 8,100. |
| .166 | Subscriptions and Dues | 2,500. |
| .169 | Technical Meeting Costs | 6,950. |
| .173 | State Vehicle License Plates | 100. |
| .175 | Transportation Charges (Exclusive of Travel) | 1,500. |
| .176 | Maintenance and Operation—City Owned Vehicles | 2,000. |
| .186 | Telephone | 14,000. |
| *4610.100 | **For Contractual Services** | 150,450. |
| .224 | Automobile Allowance—mileage basis | 1,900. |
| .228 | Automobile Allowance—schedule rate | 14,000. |
| .245 | Reimbursement to Travelers | 14,600. |
| .270 | Local Transportation | 3,500. |
| *4610.200 | **For Travel** | 34,000. |
| .320 | Gasoline | 5,300. |
| .340 | Material and Supplies | 13,500. |
| .342 | Drug, Medical and Chemical Materials and Supplies | 10,000. |
| .345 | Apparatus and Instruments | 4,500. |
| .348 | Books and Related Materials | 3,450. |
| .350 | Stationery and Office Supplies | 13,200. |
| .370 | Small Tools (Unit Value Under $10.00) | 1,250. |
| .375 | Tools (Unit Value Over $10.00) | 2,200. |
| *4610.300 | **For Commodities** | 53,400. |
| .422 | Office Machines | 2,300. |
| .423 | Communication Devices | 3,400. |
| .424 | Furniture and Furnishings | 3,000. |
| .440 | Machinery and Equipment | 1,500. |
| .445 | Technical and Scientific Equipment | 15,300. |
| .450 | Vehicles | 3,500. |
| *4610.400 | **For Equipment** | 29,000. |
| .526 | Improvement | 12,000. |
| *4610.500 | **For Permanent Improvements** | 12,000. |

## Department of Environmental Control—*Continued*

| Code | | Amounts Appropriated |
|---|---|---|
| *4610.700 | **For Contingencies** | $ 2,000. |
| *4610.801 | **For the employment of technicians, scientists, consultants, environmental analysts, meteorologists, statisticians, inspectors, chemists, sanitarians, professional engineers and other personal services which may be required** | 500,000. |
| | ***Total for Department of Environmental Control** | $ 1,927,940. |

### POSITIONS AND SALARIES

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **ADMINISTRATION—4611** | | |
| 9625 | Commissioner of Environmental Control | 1 | $ 29,500. |
| 2015 | Deputy Commissioner of Environmental Control | 1 | 20,928. |
| 0318 | Assistant to the Commissioner | 1 | 13,476. |
| 1199 | Data Processing Coordinator I | 1 | 10,056. |
| 0809 | Executive Secretary I | 1 | 10,560. |
| 0421 | Principal Clerk | 1 | 8,688. |
| 0421 | Principal Clerk | 2 | 6,804. |
| 0403 | Senior Clerk | 1 | 6,804. |
| | Schedule Salary Adjustments | | 1,494. |
| | | 9 | 115,114. |

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **TECHNICAL SERVICES—4613** | | |
| 2054 | Assistant Director of Environmental Control | 1 | 16,380. |
| 5515 | Chemical Engineer V | 1 | 15,600. |
| 5522 | Chemist II | 1 | 10,560. |
| 2034 | Supervisor of Meteorological Services | 1 | 14,148. |
| 2030 | Senior Weather Equipment Technician | 1 | 10,056. |
| 2029 | Weather Equipment Technician | 1 | 7,500. |
| 2023 | Environmental Sampling and Equipment Technician III | 1 | 11,100. |
| 2023 | Environmental Sampling and Equipment Technician III | 1 | 10,560. |
| 2022 | Environmental Sampling and Equipment Technician II | 1 | 11,100. |
| 2021 | Environmental Sampling and Equipment Technician I | 3 | 7,872. |
| 2021 | Environmental Sampling and Equipment Technician I | 1 | 7,500. |
| 6141 | Engineering Technician II | 1 | 7,152. |
| 0825 | Principal Stenographer | 1 | 7,500. |
| 0825 | Principal Stenographer | 1 | 7,152. |
| | Schedule Salary Adjustments | | 6,264. |
| | | 16 | 166,188. |

100-Corporate Fund

## Department of Environmental Control—*Continued*

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **FIELD SERVICES—4614** | | |
| 2054 | Assistant Director of Environmental Control | 1 | $ 17,220. |
| 2049 | Environmental Control Engineer V | 1 | 15,600. |
| 2005 | Supervisor of Environmental Enforcement Activities | 1 | 13,476. |
| 2004 | Environmental Control Inspector IV | 1 | 12,840. |
| 2004 | Environmental Control Inspector IV | 1 | 11,100. |
| 2003 | Environmental Control Inspector III | 1 | 12,840. |
| 2003 | Environmental Control Inspector III | 2 | 12,240. |
| 2003 | Environmental Control Inspector III | 1 | 11,100. |
| 2003 | Environmental Control Inspector III | 2 | 10,560. |
| 2003 | Environmental Control Inspector III | 6 | 10,056. |
| 2003 | Environmental Control Inspector III | 1 | 9,564. |
| 2003 | Environmental Control Inspector III | 3 | 9,120. |
| 2002 | Environmental Control Inspector II | 1 | 9,120. |
| 2002 | Environmental Control Inspector II | 1 | 8,268. |
| 2001 | Environmental Control Inspector I | 2 | 9,564. |
| 2001 | Environmental Control Inspector I | 2 | 8,268. |
| 2001 | Environmental Control Inspector I | 6 | 7,872. |
| 2001 | Environmental Control Inspector I | 2 | 7,500. |
| 0421 | Principal Clerk | 1 | 10,056. |
| 0805 | Secretary | 1 | 8,268. |
| 0836 | Senior Typist | 1 | 6,180. |
| 0836 | Senior Typist | 1 | 5,892. |
| 0733 | Information Representative I | 1 | 6,480. |
| 2007 | Combustion Engineer II (255d) (2,040h) | 3 | 6.75h |
| 2006 | Combustion Engineer I (255d) (2,040h) | 11 | 6.25h |
| | Schedule Salary Adjustments | | 5,417. |
| | | 54 | 576,173. |
| | **ENGINEERING SERVICES—4615** | | |
| 2054 | Assistant Director of Environmental Control | 1 | 17,220. |
| 2051 | Engineer of Plan Evaluations | 1 | 15,600. |
| 2050 | Engineer of Field Evaluations | 1 | 15,600. |
| 2049 | Environmental Control Engineer V | 1 | 15,600. |
| 2049 | Environmental Control Engineer V | 1 | 14,148. |
| 2048 | Environmental Control Engineer IV | 1 | 17,220. |
| 2048 | Environmental Control Engineer IV | 2 | 14,148. |
| 2047 | Environmental Control Engineer IV | 1 | 12,840. |
| 2047 | Environmental Control Engineer III | 4 | 12,840. |
| 2047 | Environmental Control Engineer III | 1 | 12,240. |
| 2023 | Environmental Sampling and Equipment Technician III | 1 | 10,056. |
| 6141 | Engineering Technician II | 1 | 7,152. |
| 0403 | Senior Clerk | 1 | 7,500. |
| 0825 | Principal Stenographer | 1 | 6,804. |
| 0823 | Senior Stenographer | 2 | 5,604. |
| | Schedule Salary Adjustments | | 3,601. |
| | | 20 | 246,445. |

## Department of Environmental Control—*Continued*

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| **PUBLIC INFORMATION AND EDUCATION—4616** | | | |
| 0737 | Director of Information | 1 | 13,476. |
| 0746 | Staff Writer | 1 | 10,056. |
| 0825 | Principal Stenographer | 1 | 6,804. |
| | Schedule Salary Adjustments | | 334. |
| | | 3 | 30,670. |
| | | 102 | $ 1,134,590. |
| | **Automobile Allowance—schedule rate** | | |
| 6755 | **Compensation for use of personally owned automobiles by:** | | |
| | Deputy Commissioner of Environmental Control | 1 | |
| | Assistant Director of Environmental Control | 3 | |
| | **Chemical Engineer V** | 1 | |
| | Supervisor of Meteorological Services | 1 | |
| | Director of Information | 1 | |
| | **Engineer of Field Evaluations** | 1 | |
| | **Engineer of Plan Evaluations** | 1 | |
| | Environmental Control Engineer V | 2 | |
| | Environmental Control Engineer IV | 4 | |
| | Environmntal Control Engineer III | 5 | |
| | Environmntal Sampling and Equipment Technician III | 2 | |
| | **Combustion Engineer II** | 3 | |
| | **Combustion Engineer I** | 4 | |
| | **Senior Weather Equipment Technician** | 1 | |
| | **Data Processing Coordinator I** | 1 | |
| | Environmental Control Inspector III | 2 | |
| | Other Combustion Engineers, Environmental Control Inspectors, Environmental Sampling and Equipment Technicians | | |
| | | 33 | $ 14,000. |

# BOARDS OF EXAMINERS

## DISTRIBUTION OF APPROPRIATIONS BY ORGANIZATIONAL ACTIVITIES

| CODE | ORGANIZATIONAL ACTIVITY | Year | Number of Positions | Personal Services | Contractual Services | Travel | Commodities | Contingencies | Specific Purposes | Total Operating Expense | Capital Outlay | Total Appropriation |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **4830** | Trade Licensing and Certification.......... | 1970 | 18 | $ 106,984 | ................ | $ 730 | ................ | ................ | ................ | $ 107,714 | $ 4,000 | $ 111,714 |
| | | 1969 | 19 | $ 103,192 | ................ | $ 1,090 | ................ | ................ | ................ | $ 104,282 | $ 4,000 | $ 108,282 |

## PERFORMANCE DATA

| | | WORK UNITS | | | | PERSONNEL | | | | | | OPERATING COSTS | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Number | | | Number | | Man-Hours | | Man-Hours Per-Unit | | Total for Year | | Av. Cost Per-Unit | |
| CODE | ACTIVITY AND SUB-ACTIVITY | Name | Est. 1970 | Budget 1969 | Act. 1968 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 |
| 4830 | **Boards of Examiners, Trade licensing and certification:** ............ | | ............ | ............ | ............ | 18 | 19 | 24,060 | 24,060 | ........ | ........ | $ 107,714 | $ 104,282 | ........ | ........ |
| 01 | Administrative and clerical ...... | | ............ | ............ | ............ | 6 | 7 | 11,710 | 9,890 | ........ | ........ | 67,190 | 61,037 | ........ | ........ |
| 02 | **Receiving and processing applications** ................................ | Application | 980 | 950 | 834 | 2 | 2 | 1,820 | 1,820 | 1.85 | 1.91 | 3,913 | 3,662 | $ 3.99 | $ 3.85 |
| 03 | **Issuing original certificates**........ | Certificate | 525 | 775 | 697 | 2 | 2 | 1,820 | 1,820 | 3.46 | 2.35 | 3,578 | 3,348 | 6.81 | 4.32 |
| 04 | **Issuing renewal certificates**........ | Certificate | 17,500 | 17,500 | 15,065 | 4 | 4 | 4,160 | 4,160 | .24 | .24 | 15,879 | 14,860 | .90 | .84 |
| 05 | **Processing performance bonds**.. | Bond | 700 | 800 | 633 | 1 | 1 | 910 | 910 | 1.30 | 1.13 | 3,802 | 3,558 | 5.43 | 4.44 |
| 06 | **Making license inspections**.......... | Inspection | 4,200 | 5,000 | 4,129 | 2 | 3 | 3,640 | 5,460 | .86 | 1.09 | 13,352 | 17,817 | 3.17 | 3.39 |

100-Corporate Fund

## BOARDS OF EXAMINERS

The Board of Plumbing Examiners examines applicants for plumbers' licenses, issues said licenses and certificates of registration. The Board of Examiners of Mason Contractors performs the same service for mason contractors. The Board of Examiners of Stationary Engineers examines applicants for licenses as engineers, and boiler and water tenders, and issues certificates to applicants found qualified.

| Code | | Amounts Appropriated |
|---|---|---|
| .005 | Salaries and Wages—on Payroll | $ 66,700. |
| .010 | Salaries and Wages—on Voucher | 39,822. |
| .015 | Schedule Salary Adjustments | 462. |
| *4830.000 | **For Personal Services** | 106,984. |
| .228 | Automobile Allowance—schedule rate | 730. |
| *4830.200 | **For Travel** | 730. |
| *4830.801 | For expense of Boards of Examiners | 4,000. |
| | ***Total for Boards of Examiners** | $ 111,714. |

### POSITIONS AND SALARIES

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **Board of Examiners of Plumbers** | | |
| 9658 | Chairman and Member | 1 | $ -0- |
| 9659 | Member | 2 | 50.00d |
| | **Board of Examiners of Mason Contractors** | | |
| 9658 | Chairman and Member | 1 | -0- |
| 9659 | Member | 2 | 50.00d |
| | **Board of Examiners of Stationary Engineers** | | |
| 9658 | Chairman and Member | 1 | -0- |
| 9659 | Member | 2 | 50.00d |
| | **Board of Examiners of Motion Picture Projection Machine Operators** | | |
| 9658 | Chairman and Member | 1 | -0- |
| 9659 | Member | 2 | 50.00d |
| | Total for payment of Members, as needed | | 39,822. |
| | **General Office** | | |
| 9620 | Secretary, Boards of Examiners | 1 | 16,000. |
| 0302 | Administrative Assistant II | 1 | 8,688. |
| 0302 | Administrative Assistant II | 1 | 11,652. |
| 0805 | Secretary | 1 | 9,564. |
| 1250 | License Investigator in Charge | 1 | 10,056. |
| 1248 | License Investigator I | 1 | 5,892. |
| 0834 | Typist | 1 | 4,848. |
| | Schedule Salary Adjustments | | 462. |
| | | 7 | 67,162. |
| | **Automobile Allowance—schedule rate** | | |
| 6755 | Compensation for use of personally owned automobiles by: | | |
| | License Investigator in Charge | 1 | |
| | License Investigator I | 1 | |
| | | 2 | $ 730. |

100-Corporate Fund

# PUBLIC VEHICLE LICENSE COMMISSION

## DISTRIBUTION OF APPROPRIATIONS BY ORGANIZATIONAL ACTIVITIES

| CODE | ORGANIZATIONAL ACTIVITY | Year | Number of Positions | Personal Services | Contractual Services | Travel | Commodities | Contingencies | Specific Purposes | Total Operating Expense | Capital Outlay | Total Appropriation |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **4850** | **Regulation of Public Vehicle Operation** . | 1970 | 22 | $ 205,050 | $ 6,600 | $ 1,825 | $ 12,500 | $ 1,000 | ................ | $ 226,975 | $ 1,000 | $ 227,975 |
| | | 1969 | 22 | $ 190,807 | $ 5,500 | $ 1,625 | $ 11,300 | $ 1,000 | ................ | $ 210,232 | $ 18,400 | $ 228,632 |

## PERFORMANCE DATA

| | | WORK UNITS | | | | PERSONNEL | | | | | | OPERATING COSTS | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Number | | | Number | | Man-Hours | | Man-Hours Per-Unit | | Total for Year | | Av. Cost Per-Unit | |
| CODE | ACTIVITY AND SUB-ACTIVITY | Name | Est. 1970 | Budget 1969 | Act. 1968 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 |
| **4850** | **Regulation of Public Vehicle Operation:** ........................................ | | ............ | ............ | ............ | 22 | 22 | 40,040 | 40,040 | ........ | ........ | $ 226,975 | $ 210,232 | ........ | ........ |
| 01 | Administrative ............................ | | ............ | ............ | ............ | 4 | 4 | 7,280 | 7,280 | ........ | ........ | 70,430 | 63,477 | ........ | ........ |
| 02 | Licensing Public Vehicles ............ | Application | 7,000 | 7,000 | 5,921 | 4 | 4 | 7,280 | 7,280 | 1.04 | 1.04 | 40,426 | 38,236 | $ 5.78 | $ 5.46 |
| 03 | Licensing Public Chauffeurs ...... | Application | 15,000 | 15,000 | 14,210 | 8 | 8 | 14,560 | 14,560 | .97 | .97 | 60,914 | 56,921 | 4.06 | 3.79 |
| 04 | Taxicab Inspection ...................... | Inspection | 15,000 | 15,000 | 16,505 | 6 | 6 | 10,920 | 10,920 | .73 | .73 | 55,205 | 51,598 | 3.68 | 3.44 |

## PUBLIC VEHICLE LICENSE COMMISSION

Supervises taxicab and public vehicle operations; examines and licenses drivers of taxicabs, liveries, sightseeing buses, school vehicles, ambulances and their drivers and attendants. Inspects all public passenger vehicles and taximeters and other appurtenances of such vehicles.

| Code | | Amounts Appropriated |
|---|---|---|
| .005 | Salaries and Wages—on Payroll | $ 204,160. |
| .015 | Schedule Salary Adjustments | 890. |
| *4850.000 | **For Personal Services** | 205,050. |
| .125 | Office and Building Services | 1,800. |
| .130 | Postage and Postal Charges | 1,100. |
| .157 | Rental of Equipment and Services | 3,000. |
| .186 | Telephone | 700. |
| *4850.100 | **For Contractual Services** | 6,600. |
| .228 | Automobile Allowance—schedule rate | 1,325. |
| .270 | Local Transportation | 500. |
| *4850.200 | **For Travel** | 1,825. |
| .320 | Gasoline | 1,500. |
| .338 | License Stickers, Tags and Plates | 4,000. |
| .350 | Stationery and Office Supplies | 6,000. |
| .360 | Repair Parts and Materials | 1,000. |
| *4850.300 | **For Commodities** | 12,500. |
| .445 | Technical and Scientific Equipment | 1,000. |
| *4850.400 | **For Equipment** | 1,000. |
| *4850.700 | **For Contingencies** | 1,000. |
| | ***Total for Public Vehicle License Commission** | $ 227,975. |

### POSITIONS AND SALARIES

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **REGULATION OF PUBLIC VEHICLE OPERATION—4850** | | |
| 9669 | Commissioner of Public Vehicle Licenses | 1 | $ 19,000. |
| 1285 | Deputy Commissioner of Public Vehicle Licenses | 1 | 15,600. |
| 1277 | Chief Public Vehicle License Investigator | 1 | 12,240. |
| 1266 | Supervisor of Public Chauffeur Licenses | 1 | 11,652. |
| 1264 | Examiner of Public Chauffeur Licenses | 1 | 7,152. |
| 1264 | Examiner of Public Chauffeur Licenses | 1 | 6,180. |
| 1264 | Examiner of Public Chauffeur Licenses | 1 | 5,340. |
| 1264 | Examiner of Public Chauffeur Licenses | 1 | 5,088. |
| 1276 | Supervisor of Public Vehicle Inspectors | 1 | 11,652. |

100-Corporate Fund

## Public Vehicle License Commission—*Continued*

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **REGULATION OF PUBLIC VEHICLE OPERATION—4850—Continued** | | |
| 1275 | Senior Public Vehicle Inspector ............ | 1 | $ 8,688. |
| 1274 | Public Vehicle Inspector .. ................. | 1 | 9,564. |
| 1274 | Public Vehicle Inspector .................. | 1 | 8,268. |
| 1274 | Public Vehicle Inspector .................. | 1 | 7,872. |
| 1274 | Public Vehicle Inspector .................. | 1 | 6,804. |
| 0301 | Administrative Assistant I ................ | 1 | 8,688. |
| 1354 | Physical Examiner I......................... | 1 | 7,152. |
| 0733 | Information Representative I .............. | 1 | 9,120. |
| 0426 | Assistant Chief Clerk ...................... | 1 | 12,840. |
| 0403 | Senior Clerk ............................... | 1 | 7,500. |
| 0419 | Records Custodian ........................ | 1 | 8,688. |
| 0673 | Senior Tabulating Machine Operator ........ | 1 | 8,268. |
| 0836 | Senior Typist ............................ | 1 | 6,804. |
| | Schedule Salary Adjustments .............. | | 890. |
| | | 22 | $ 205,050. |
| | **Automobile Allowance—schedule rate** | | |
| **6755** | **Compensation for use of personally owned automobiles by:** | | |
| | **Supervisor of Public Vehicle Inspectors......** | **1** | |
| | **Supervisor of Public Chauffeur Licenses......** | **1** | |
| | | 2 | $ 1,325. |

100-Corporate Fund

## LOCAL LIQUOR CONTROL COMMISSIONER

**Administers any ordinances and resolutions relating to alcoholic liquor as may be enacted.**

(To be expended under the direction of the Mayor)

| Code | | Amounts Appropriated |
|---|---|---|
| .005 | Salaries and Wages—on Payroll | $ 15,072. |
| .010 | Salaries and Wages—on Voucher | 26,690. |
| .015 | Schedule Salary Adjustments | 54. |
| *4860.000 | **For Personal Services** | 41,816. |
| .128 | Fees and Services | 3,000. |
| | Professional and Technical Services: | |
| .143 | Court Reporting | 60,000. |
| *4860.100 | **For Contractual Services** | 63,000. |
| *4860.700 | **For Contingencies** | 1,000. |
| | ***Total for Local Liquor Control Commissioner** | $ 105,816. |

### POSITIONS AND SALARIES

| Code | Positions | No. | Rate |
|---|---|---|---|
| 0805 | Secretary | 1 | $ 8,268. |
| 0805 | Secretary | 1 | 6,804. |
| | Schedule Salary Adjustments | | 54. |
| | | 2 | $ 15,126. |

100-Corporate Fund

# LICENSE APPEAL COMMISSION

## DISTRIBUTION OF APPROPRIATIONS BY ORGANIZATIONAL ACTIVITIES

| CODE | ORGANIZATIONAL ACTIVITY | Year | Number of Positions | Personal Services | Contractual Services | Travel | Commodities | Contingencies | Specific Purposes | Total Operating Expense | Capital Outlay | Total Appropriation |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **4870** | **Liquor License Revocation—Appeals......** | 1970 | 3 | $ 27,896 | $ 4,000 | ............ | ................ | $ 700 | ................ | $ 32,596 | ................ | $ 32,596 |
| | | 1969 | 3 | $ 26,216 | $ 4,000 | ............ | ................ | $ 700 | ................ | $ 30,916 | ................ | $ 30,916 |

## PERFORMANCE DATA

| | | | WORK UNITS | | | PERSONNEL | | | | | | OPERATING COSTS | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Number | | | Number | | Man-Hours | | Man-Hours Per Unit | | Total for Year | | Av. Cost Per-Unit | |
| CODE | ACTIVITY AND SUB-ACTIVITY | Name | Est. 1970 | Budget 1969 | Act. 1968 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 |
| **4870** | **Liquor License Revocation** | | | | | | | | | | | | | | |
| | **Appeals: ..................................................** | | ............ | ............ | ............ | 3 | 3 | 4,040 | 4,040 | ........ | ........ | $ 32,596 | $ 30,916 | ........ | ........ |
| **01** | **Preparing appeals for hearing..** | **Appeal** | 163 | 163 | 67 | 2 | 2 | 3,021 | 3,022 | 18.53 | 18.54 | 19,230 | 17,953 | $117.98 | $110.14 |
| **02** | **Hearing license appeal cases......** | **Case** | 163 | 163 | 67 | 2 | 2 | 1,019 | 1,018 | 6.25 | 6.24 | 13,366 | 12,963 | 82.00 | 79.52 |

100-Corporate Fund

## LICENSE APPEAL COMMISSION

The License Appeal Commission receives appeals from any resident of the City, or from any person concerned, on any order or action of a local commissioner (Mayor) granting or refusing to grant a license, revoking or refusing to revoke a license or refusing to grant a hearing upon a complaint to revoke a license; to try such order or action; and to decide and enter orders thereon.

| Code | | Amounts Appropriated |
|---|---|---|
| .005 | Salaries and Wages—on Payroll | $ 27,896. |
| *4870.000 | **For Personal Services** | 27,896. |
| | Professional and Technical Services: | |
| .143 | Court Reporting | 4,000. |
| *4870.100 | **For Contractual Services** | 4,000. |
| *4870.700 | **For Contingencies** | 700. |
| | ***Total License Appeal Commission** | $ 32,596. |

### POSITIONS AND SALARIES

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **LIQUOR LICENSE REVOCATION APPEALS—4870** | | |
| 9690 | Member License Appeal Commission | 1 | $ 5,000. |
| 0303 | Administrative Assistant III | 1 | 12,840. |
| 1614 | Legislative Assistant II | 1 | 10,056. |
| | Schedule Salary Adjustments | | |
| | | 3 | $ 27,896. |

100-Corporate Fund

# DEPARTMENT OF STREETS AND SANITATION

## COMMISSIONER'S OFFICE

### DISTRIBUTION OF APPROPRIATIONS BY ORGANIZATIONAL ACTIVITIES

| CODE | ORGANIZATIONAL ACTIVITY | Year | Number of Positions | Personal Services | Contractual Services | Travel | Commodities | Contingencies | Specific Purposes | Total Operating Expense | Capital Outlay | Total Appropriation |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 5111 | Administration* | 1970 | 100 | $ 994,668 | $ 17,200 | $15,000 | $ 9,000 | $ 500 | ........ | $1,036,368 | $ 6,000 | $1,042,368 |
| | | 1969 | 94 | $ 883,632 | $ 18,200 | $15,000 | $ 8,900 | $ 500 | ........ | $ 926,232 | $ 7,000 | $ 933,232 |

*Includes amount appropriated under Vehicle Tax Fund.

## PERFORMANCE DATA

| | | WORK UNITS | | | | PERSONNEL | | | | | | OPERATING COSTS | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Number | | | Number | | Man-Hours | | Man-Hours Per-Unit | | Total for Year | | Av. Cost Per-Unit | |
| CODE | ACTIVITY AND SUB-ACTIVITY | Name | Est. 1970 | Budget 1969 | Act. 1968 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 |
| 5111 | Administration: | | ........ | ........ | ........ | 100 | 94 | 182,000 | 171,080 | ........ | ........ | $1,036,368 | $ 926,232 | ........ | ........ |
| 01 | Administrative and clerical | | ........ | ........ | ........ | 23 | 19 | 41,860 | 34,580 | ........ | ........ | 347,011 | 281,518 | ........ | ........ |
| 02 | Checking field personnel | Location | 31,000 | 32,000 | 28,910 | 14 | 16 | 25,480 | 29,120 | .82 | .91 | 149,420 | 166,880 | $ 4.82 | $ 5.22 |
| 03 | Maintaining personnel records | Employe | 7,100 | 7,100 | 6,980 | 28 | 26 | 50,960 | 47,320 | 7.18 | 6.66 | 240,440 | 207,061 | 33.86 | 29.16 |
| 04 | Accounting services | | ........ | ........ | ........ | 20 | 18 | 36,400 | 32,760 | ........ | ........ | 196,514 | 172,592 | ........ | ........ |
| 05 | Inquiry and complaints | Complaints | 130,000 | 130,000 | 125,784 | 15 | 15 | 27,300 | 27,300 | .21 | .21 | 102,983 | 98,181 | .79 | .76 |

# DEPARTMENT OF STREETS AND SANITATION
## COMMISSIONER'S OFFICE

(See Vehicle Tax Fund, Motor Fuel Tax Fund and Bond Funds for other appropriations.)

The Commissioner has supervision of the construction, improvement and maintenance of public ways and the lighting thereof; the cleaning of public ways and removal of garbage, refuse and waste.

| Code | | Amounts Appropriated |
|---|---|---|
| .005 | Salaries and Wages—on Payroll | $ 490,942. |
| .015 | Schedule Salary Adjustments | 3,392. |
| .020 | Overtime | 3,000. |
| *5110.000 | **For Personal Services** | 497,334. |
| .125 | Office and Building Services | 1,500. |
| .130 | Postage and Postal Charges | 1,000. |
| .150 | Publications | 300. |
| .160 | Repair or Maintenance of Property | 300. |
| .162 | Repair or Maintenance of Equipment | 1,700. |
| .166 | Subscriptions and Dues | 300. |
| .169 | Technical Meeting Costs | 1,000. |
| .186 | Telephone | 3,900. |
| *5110.100 | **For Contractual Services** | 10,000. |
| .228 | Automobile Allowance—schedule rate | 13,000. |
| .245 | Reimbursement to Travelers | 1,500. |
| .270 | Local Transportation | 500. |
| *5110.200 | **For Travel** | 15,000. |
| .320 | Gasoline | 2,000. |
| .350 | Stationery and Office Supplies | 7,000. |
| *5110.300 | **For Commodities** | 9,000. |
| *5110.700 | **For Contingencies** | 500. |
| | ***Total for Commissioner's Office** | $ 531,834. |

## POSITIONS AND SALARIES

The following employes, as needed, are authorized to be employed for general administrative service of the Department of Streets and Sanitation:

Expenditures under this authority shall be paid not to exceed fifty per cent from the Corporate Fund, and not to exceed fifty per cent from the Vehicle Tax Fund, and also be paid from Motor Fuel Tax allotments and other City Funds for amounts properly chargeable therefor; such distribution being made on the general basis of charging the respective funds for the pro-rata share of general administrative expense.

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **ADMINISTRATION—5111** | | |
| 9675 | Commissioner of Streets and Sanitation | 1 | $ 32,500. |
| 8278 | First Deputy Commissioner of Streets and Sanitation | 1 | 29,500. |
| 5907 | Engineer of Streets and Sanitation | 1 | 24,228. |
| 5908 | Assistant Engineer of Streets and Sanitation | 1 | 17,220. |
| 0307 | Assistant Commissioner of Streets and Sanitation | 1 | 26,724. |
| 0345 | Contracts Coordinator | 1 | 20,928. |

100-Corporate Fund

## Department of Streets and Sanitation—*Continued*

### COMMISSIONER'S OFFICE—Continued

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **ADMINISTRATION—5111—Continued** | | |
| 5955 | Safety Director | 1 | $ 12,840. |
| 0318 | Assistant to the Commissioner | 1 | 16,380. |
| 0308 | Staff Assistant | 1 | 14,148. |
| 0303 | Administrative Assistant III | 1 | 12,240. |
| 0302 | Administrative Assistant II | 1 | 10,056. |
| 0302 | Administrative Assistant II | 1 | 8,268. |
| 0810 | Executive Secretary II | 1 | 10,560. |
| 0854 | Secretary, Board of Underground Utilities | 1 | 12,240. |
| 1195 | Data Processing Coordinator III | 1 | 12,840. |
| 1155 | Senior Methods Analyst | 1 | 9,120. |
| 0426 | Assistant Chief Clerk | 1 | 14,148. |
| 0421 | Principal Clerk | 1 | 6,480. |
| 0403 | Senior Clerk | 1 | 8,268. |
| 0403 | Senior Clerk | 1 | 7,152. |
| 0403 | Senior Clerk | 1 | 6,480. |
| 0823 | Senior Stenographer | 1 | 5,604. |
| 0419 | Records Custodian | 1 | 6,480. |
| | Schedule Salary Adjustments | | 1,207. |
| | | 23 | 325,611. |
| | **Accounting Section** | | |
| 0187 | Director of Accounting | 1 | 15,600. |
| 1302 | Administrative Services Officer II | 1 | 14,856. |
| 1301 | Administrative Services Officer I | 1 | 12,240. |
| 0302 | Administrative Assistant II | 1 | 12,840. |
| 0301 | Administrative Assistant I | 1 | 7,500. |
| 0301 | Administrative Assistant I | 1 | 7,152. |
| 0104 | Accountant IV | 1 | 13,476. |
| 0103 | Accountant III | 1 | 11,652. |
| 0101 | Accountant I | 1 | 8,688. |
| 0421 | Principal Clerk | 2 | 10,056. |
| 0421 | Principal Clerk | 1 | 6,804. |
| 0403 | Senior Clerk | 1 | 7,152. |
| 0827 | Head Stenographer | 1 | 11,652. |
| 0825 | Principal Stenographer | 1 | 10,056. |
| 0821 | Junior Stenographer | 1 | 5,604. |
| 0836 | Senior Typist | 1 | 5,604. |
| 0625 | Mechanical Records Clerk II | 1 | 5,604. |
| 0419 | Records Custodian | 1 | 7,152. |
| 1811 | Storekeeper | 1 | 9,564. |
| | Schedule Salary Adjustments | | 1,206. |
| | | 20 | 194,514. |

## Department of Streets and Sanitation—*Continued*

### COMMISSIONER'S OFFICE—Continued

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **ADMINISTRATION—5111—Continued** | | |
| | **Payroll Section** | | |
| 0111 | Cost Accountant | 1 | $ 9,120. |
| 0178 | Supervisor of Payrolls | 1 | 15,600. |
| 0164 | Supervising Timekeeper | 1 | 11,100. |
| 0164 | Supervising Timekeeper | 1 | 10,560. |
| 0164 | Supervising Timekeeper | 3 | 10,056. |
| 0164 | Supervising Timekeeper | 3 | 9,564. |
| 0164 | Supervising Timekeeper | 1 | 9,120. |
| 0164 | Supervising Timekeeper | 4 | 8,688. |
| 0164 | Supervising Timekeeper | 1 | 7,872. |
| 0303 | Administrative Assistant III | 1 | 12,840. |
| 0302 | Administrative Assistant II | 1 | 8,268. |
| 0423 | Head Clerk | 1 | 11,100. |
| 0423 | Head Clerk | 1 | 10,560. |
| 0423 | Head Clerk | 1 | 9,564. |
| 0421 | Principal Clerk | 3 | 10,056. |
| 0421 | Principal Clerk | 1 | 9,564. |
| 0421 | Principal Clerk | 1 | 8,268. |
| 0421 | Principal Clerk | 2 | 7,500. |
| 0421 | Principal Clerk | 1 | 6,480. |
| 0403 | Senior Clerk | 1 | 8,268. |
| 0403 | Senior Clerk | 1 | 6,804. |
| 0403 | Senior Clerk | 1 | 5,604. |
| 0401 | Junior Clerk | 1 | 6,180. |
| 0401 | Junior Clerk | 1 | 4,848. |
| 0825 | Principal Stenographer | 1 | 8,688. |
| 0825 | Principal Stenographer | 1 | 8,268. |
| 0825 | Principal Stenographer | 1 | 7,872. |
| 0823 | Senior Stenographer | 1 | 7,500. |
| 0823 | Senior Stenographer | 1 | 6,180. |
| 0823 | Senior Stenographer | 1 | 5,892. |
| 0823 | Senior Stenographer | 1 | 5,604. |
| 0419 | Records Custodian | 1 | 7,152. |
| | Schedule Salary Adjustments | | 3,104. |
| | | 42 | 370,760. |
| | **Inquiry and Complaint Section** | | |
| 0742 | Public Information Assistant II | 1 | 9,564. |
| 0742 | Public Information Assistant II | 1 | 8,688. |
| 0403 | Senior Clerk | 2 | 5,892. |
| 0403 | Senior Clerk | 1 | 5,604. |
| 0823 | Senior Stenographer | 1 | 5,892. |
| 0821 | Junior Stenographer | 1 | 5,340. |
| 0821 | Junior Stenographer | 1 | 4,848. |
| 0836 | Senior Typist | 1 | 6,480. |
| 0836 | Senior Typist | 1 | 5,892. |
| 0731 | Information Attendant | 1 | 6,804. |
| 0731 | Information Attendant | 3 | 6,480. |

## Department of Streets and Sanitation—*Continued*

### COMMISSIONER'S OFFICE—Continued

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **ADMINISTRATION—5111—Continued** | | |
| | **Inquiry and Complaint Section—Continued** | | |
| 0731 | Information Attendant | 1 | $ 6,180. |
| | Schedule Salary Adjustments | | 1,267. |
| | | 15 | 97,783. |
| | **For Personal Services, Salaries and Wages of the foregoing positions chargeable to the Corporate Fund** | | 494,334. |
| | | 100 | $ 988,668. |
| | **Automobile Allowance—schedule rate** | | |
| 6755 | Compensation for use of personally owned automobiles by: | | |
| | Engineer of Streets and Sanitation | 1 | |
| | Supervisor of Field Services II | 1 | |
| | Administrative Service Officer I | 1 | |
| | Supervisor of Payrolls | 1 | |
| | Supervising Timekeeper | 14 | |
| | Administrative Assistant III | 1 | |
| | Assistant Commissioner | 1 | |
| | Assistant Engineer of Streets and Sanitation | 1 | |
| | Safety Director | 1 | |
| | | 22 | $ 13,000. |

## Department of Streets and Sanitation—*Continued*
## BUREAU OF EQUIPMENT SERVICE

### Equipment Service Account

The Equipment Service Account is established for the purpose of maintaining, repairing, housing and operating rolling equipment, such as trucks, tractors, trailers and steam rollers and such other activities as this account may be equipped to furnish.

This account shall be maintained and used subject to the conditions and limitations of Sections 7-24.1 to 7-24.10 of the Municipal Code of Chicago and the conditions and limitations herein set forth.

Charges for the use of such rolling equipment shall be made on a unit rate per day or other unit as shall be determined by the Commissioner of Streets and Sanitation and approved by the Comptroller. Such unit rate or other basis of charge shall be determined and shall be revised and adjusted from time to time on the basis of actual cost for furnishing the use of such equipment which cost shall include expense incidental to the maintenance, housing and operation of such rolling equipment and a reasonable and proper charge for depreciation. The rates or other basis as determined from time to time shall be reported to the Committee on Finance of the City Council showing the various details included as parts of the total rate or other basis.

A complete cost record shall be kept showing the cost of maintaining and repairing the rolling equipment, the charges for depreciation and the cost of operating such equipment by each piece, or by type or group.

A reserve for depreciation shall be set up for all charges for depreciation included in the costs. Amounts equivalent to the periodic charges for depreciation shall be transferred from the general cash of the Equipment Service Account to a depreciation reserve fund and expended therefrom for the replacement of equipment and machinery.

Expenditures from this account are authorized for all expense for material, supplies, fuel, repairs, services and other expense and for maintenance of necessary stock, incident to the maintenance, housing and operation of rolling and other equipment.

Expenditures for salaries and wages are authorized for the following employes, at not to exceed the rate or number specified, for such period of time as may be necessary; including increments for schedule salary adjustments; and for vacation relief for Foremen.

### POSITIONS AND SALARIES

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **ADMINISTRATION—5611** | | |
| 7136 | Superintendent of Equipment Service ....... | 1 | $ 18,984. |
| 7135 | Assistant Superintendent of Equipment Service | 1 | 19,932. |
| 6575 | General Shop Foreman .................... | 1 | 18,252. |
| 0805 | Secretary ............................... | 1 | 10,560. |
| 0328 | Business Manager ........................ | 1 | 13,476. |
| 0302 | Administrative Assistant II ................ | 1 | 9,564. |
| 0302 | Administrative Assistant II ................ | 1 | 10,560. |
| 1173 | Operations Analyst ....................... | 1 | 10,560. |
| 1173 | Operations Analyst ....................... | 1 | 8,268. |
| 0103 | Accountant III .......................... | 1 | 11,652. |
| 0101 | Accountant I ............................ | 1 | 8,688. |

155-Equipment Service Account

## Department of Streets and Sanitation—*Continued*

### BUREAU OF EQUIPMENT SERVICE—Continued

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **ADMINISTRATION—5611—Continued** | | |
| 0111 | Cost Accountant | 1 | $ 7,872. |
| 0146 | Senior Account Clerk | 1 | 6,804. |
| 0145 | Account Clerk | 1 | 6,180. |
| 0145 | Account Clerk | 1 | 5,088. |
| 1545 | Materials Expediter | 1 | 6,480. |
| 0164 | Supervising Timekeeper | 1 | 10,056. |
| 0161 | Timekeeper | 1 | 7,500. |
| 0423 | Head Clerk | 1 | 9,564. |
| 0421 | Principal Clerk | 1 | 6,480. |
| 0403 | Senior Clerk | 1 | 6,180. |
| 0401 | Junior Clerk | 1 | 4,848. |
| 0823 | Senior Stenographer | 1 | 7,872. |
| 0823 | Senior Stenographer | 1 | 7,500. |
| 0821 | Junior Stenographer | 1 | 5,340. |
| 0821 | Junior Stenographer | 1 | 4,848. |
| 0625 | Mechanical Records Clerk II | 1 | 5,088. |
| 0683 | Telephone Operator | 1 | 6,480. |
| | **ROLLING STOCK OPERATION—5612** | | |
| 7126 | Chief Equipment Dispatcher | 1 | 13,476. |
| 7146 | Supervisor of Field Services | 1 | 9,120. |
| 7103 | Equipment Coordinator | 1 | 9,120. |
| 7677 | General Foreman of Steam Roller Engineers (2,080h) | 1 | 1,087.50m |
| 7674 | Steam Roller Engineer — when operating tractors, tractor shovels, bulldozers, air compressors, power scarifiers, grade rollers, cranes, resurfacing machines, road rollers or sweepers for street repair, paving mixers or other types of equipment, at established rates | | |
| 7673 | Steam Roller Engineer Apprentice | | 4.65h |
| 7124 | Equipment Dispatcher | | 4.70h |
| 7187 | General Foreman of Motor Truck Drivers | | 6.00h |
| 7185 | Foreman of Motor Truck Drivers | | 5.20h |
| 7183 | Motor Truck Driver | | 4.70h |
| 7181 | Motor Truck Driver Helper | | 4.40h |

## Department of Streets and Sanitation—*Continued*

### BUREAU OF EQUIPMENT SERVICE—Continued

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **ROLLING STOCK MAINTENANCE AND REPAIR—5614** | | |
| 6785 | Supervisor of Tire Maintenance | 1 | $ 11,100. |
| 1817 | Head Storekeeper | 1 | 12,840. |
| 1815 | Principal Storekeeper | 1 | 11,100. |
| 1813 | Senior Storekeeper | 1 | 9,120. |
| 1811 | Storekeeper | 1 | 9,120. |
| 1811 | Storekeeper | 1 | 6,804. |
| 1811 | Storekeeper | 2 | 6,180. |
| 1533 | Automotive Inspector | 1 | 912.50m |
| 7164 | Garage Attendant | 3 | 4.40h |
| 7107 | Automotive Parts Man | 12 | 4.40h |
| 6680 | General Foreman of Machinists (2,080h) | 1 | 1,244.50m |
| 6676 | Foreman of Machinists | 7 | 6.83h |
| 6674 | Machinist | | 6.18h |
| 5040 | Foreman of Electrical Mechanics | 1 | 1,423.50m |
| 5035 | Electrical Mechanic | | 1,258.50m |
| 5035 | Electrical Mechanic | | 7.00h |
| 6607 | Foreman of Blacksmiths (2,080h) | 3 | 1,202.50m |
| | (Effective July 1) | | 1,404.00m |
| 6605 | Blacksmith | | 6.90h |
| | (Effective July 1) | | 7.60h |
| 6601 | Blacksmith Helper | | 6.80h |
| | (Effective July 1) | | 7.50h |
| 4856 | Foreman of Sheet Metal Workers | | 6.45h |
| 4855 | Sheet Metal Worker | | 6.20h |
| 4658 | Foreman of Sign Painters (2,080h) | 1 | 985.50m |
| 4656 | Sign Painter | | 5.435h |
| 4634 | Painter | | 5.65h |
| 4303 | Foreman of Carpenters | 1 | 6.675h |
| 4301 | Carpenter | | 6.05h |

155-Equipment Service Account

## Department of Streets and Sanitation—*Continued*

### BUREAU OF EQUIPMENT SERVICE—Continued

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **ROLLING STOCK MAINTENANCE AND REPAIR—5614—Continued** | | |
| 4851 | Radiator Repairman | | $ 6.20h |
| 4776 | Foreman of Steamfitters | 1 | 6.75h |
| 4774 | Steamfitter | | 6.25h |
| 7743 | Operating Engineer, Group A | 4 | 1,146.50m |
| | (Effective July 1) | | 1,228.50m |
| 7743 | Operating Engineer, Group A | (4m) | 1,146.50m |
| 7674 | Steam Roller Engineer, on Maintenance of Equipment December 1st to March 31st at | | 4.95h |
| | April 1st to November 30th at | | 5.65h |
| | January 1st to December 31st at | 4 | 5.65h |
| 1506 | Tire Inspector | 2 | 703.00m |
| 6784 | Tire Repairman (255d) (2,040h) | | 2.93h |
| 9405 | Washer and Greaser—Assigned in Charge | 1 | 4.90h |
| 9405 | Washer and Greaser | | 4.40h |
| 8215 | Broom Maker | | 4.40h |
| 8244 | Foreman of Laborers | | 5.40h |
| 9534 | Laborer | | 4.43h |
| 4223 | Janitor | | 630.00m |
| 4265 | Watchman | | 538.00m |
| 4265 | Watchman | | 3.20h |
| | **Automobile Allowance—schedule rate** | | |
| 6755 | Compensation for use of personally owned automobiles by: | | |
| | Assistant Superintendent of Equipment | 1 | |
| | General Shop Foreman | 1 | |
| | General Foreman Steam Roller Engineers | 1 | |
| | General Foreman of Motor Truck Drivers | 1 | |
| | Foreman of Motor Truck Drivers | 1 | |
| | Foreman of Electrical Mechanics | 1 | |
| | Tire Inspector | 2 | |
| | Administrative Assistant II | 1 | |
| | Steam Roller Engineer | 1 | |
| | Foreman of Laborers | 1 | |

# DEPARTMENT OF STREETS AND SANITATION
## BUREAU OF SANITATION
## DISTRIBUTION OF APPROPRIATIONS BY ORGANIZATIONAL ACTIVITIES

| CODE | ORGANIZATIONAL ACTIVITY | Year | Number of Positions | Personal Services | Contractual Services | Travel | Commodities | Contingencies | Specific Purposes | Total Operating Expense | Capital Outlay | Total Appropriation |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **5311** | **Administration** | 1970 | 51 | $ 637,992 | $ 36,600 | $10,750 | $ 16,000 | $ 2,000 | $ 25,000 | $ 728,342 | $ 5,000 | $ 733,342 |
| | | 1969 | 51 | 626,581 | 36,600 | 10,750 | 16,000 | 2,000 | 25,000 | 716,931 | 5,000 | 721,931 |
| **5312** | **Community Activity** | 1970 | 16 | 143,564 | 10,300 | 6,450 | 3,000 | .... | .... | 163,314 | 500 | 163,814 |
| | | 1969 | 16 | 144,698 | 10,300 | 5,450 | 3,000 | .... | .... | 163,448 | 500 | 163,948 |
| **5313** | **Rodent Control** | 1970 | .... | .... | .... | .... | .... | .... | 310,000 | 310,000 | .... | 310,000 |
| | | 1969 | .... | .... | .... | .... | .... | .... | 310,000 | 310,000 | .... | 310,000 |
| **5314** | **Dead Animal Removal** | 1970 | .... | .... | .... | .... | .... | .... | 53,000 | 53,000 | .... | 53,000 |
| | | 1969 | .... | .... | .... | .... | .... | .... | 48,000 | 48,000 | .... | 48,000 |
| **5315** | **Weed Control** | 1970 | .... | .... | .... | .... | .... | .... | 70,000 | 70,000 | .... | 70,000 |
| | | 1969 | .... | .... | .... | .... | .... | .... | 70,000 | 70,000 | .... | 70,000 |
| **5317** | **Refuse Collection** | 1970 | .... | 24,677,733 | 4,668,267 | 256,100 | 131,000 | .... | .... | 29,733,100 | 2,500 | 29,735,600 |
| | | 1969 | .... | 22,591,372 | 4,890,898 | 226,500 | 127,000 | .... | .... | 27,835,770 | 2,500 | 27,838,270 |
| **5318** | **Refuse Disposal by Landfill** | 1970 | .... | 1,409,427 | 1,354,234 | 2,900 | 20,500 | .... | .... | 2,787,061 | 1,000 | 2,788,061 |
| | | 1969 | .... | 1,514,680 | 1,415,434 | 2,900 | 20,500 | .... | .... | 2,953,514 | 1,000 | 2,954,514 |
| **5321** | **Refuse Disposal Medill Incinerator** | 1970 | .... | 854,616 | 320,000 | 400 | 155,000 | .... | .... | 1,330,016 | .... | 1,330,016 |
| | | 1969 | .... | 769,882 | 323,000 | 400 | 122,000 | .... | .... | 1,215,282 | .... | 1,215,282 |
| **5322** | **Refuse Disposal Calumet Incinerator** | 1970 | .... | 943,826 | 311,900 | .... | 129,000 | .... | .... | 1,384,726 | .... | 1,384,726 |
| | | 1969 | .... | 854,606 | 314,900 | .... | 106,000 | .... | .... | 1,275,506 | .... | 1,275,506 |
| **5323** | **Refuse Disposal Southwest Incinerator** | 1970 | .... | 921,004 | 469,300 | .... | 139,500 | .... | .... | 1,529,804 | 1,000 | 1,530,804 |
| | | 1969 | .... | 838,009 | 448,300 | .... | 114,500 | .... | .... | 1,420,809 | 1,000 | 1,421,809 |
| 5324 | Refuse Disposal Northwest Incinerator | 1970 | .... | 685,415 | 77,500 | .... | 35,000 | .... | .... | 797,915 | .... | 797,915 |
| | | 1969 | .... | .... | .... | .... | .... | .... | .... | .... | .... | .... |
| 5327 | Goose Island Grinding Station | 1970 | .... | 73,652 | 16,500 | .... | 4,000 | .... | .... | 94,152 | .... | 94,152 |
| | | 1969 | .... | .... | .... | .... | .... | .... | .... | .... | .... | .... |
| | **Totals** | 1970 | | $30,347,229 | $7,264,601 | $276,600 | $ 633,000 | $ 2,000 | $ 458,000 | $38,981,430 | $ 10,000 | $38,991,430 |
| | | 1969 | | $27,339,828 | $7,459,432 | $246,000 | $ 509,000 | $ 2,000 | $ 453,000 | $36,009,260 | $ 10,000 | $36,019,260 |

# Department of Streets and Sanitation—*Continued*

## BUREAU OF SANITATION—Continued

## PERFORMANCE DATA

| | | WORK UNITS | | | | PERSONNEL | | | | | | OPERATING COSTS | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Number | | | Number | | Man-Hours | | Man-Hours Per-Unit | | Total for Year | | Av. Cost Per-Unit | |
| CODE | ACTIVITY AND SUB-ACTIVITY | Name | Est. 1970 | Budget 1969 | Act. 1968 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 |
| **5311** | **Administration** | | ...... | ...... | ...... | 52 | 51 | 120,120 | 92,820 | ...... | ...... | $ 728,342 | $ 716,931 | ...... | ...... |
| **5312** | **Community activity** | | ...... | ...... | ...... | 16 | 16 | 29,120 | 29,120 | ...... | ...... | 163,314 | 163,448 | ...... | ...... |
| **5313** | **Rodent control** | **Block** | 25,000 | 33,750 | 23,254 | .... | .... | ...... | ...... | ...... | ...... | 310,000 | 310,000 | $12.40 | $ 9.18 |
| **5314** | **Dead animal removal** | | ...... | ...... | ...... | .... | .... | ...... | ...... | ...... | ...... | 53,000 | 48,000 | ...... | ...... |
| **5315** | **Weed control** | **Square Yard** | 9,000,000 | 9,300,000 | 10,500,000 | .... | .... | ...... | ...... | ...... | ...... | 70,000 | 70,000 | .008 | .008 |
| **5317** | **Refuse and Trash Collection:** | | ...... | ...... | ...... | .... | .... | 5,333,240 | 5,340,510 | ...... | ...... | 29,733,100 | 27,835,770 | ...... | ...... |
| 01 | Refuse Collection | Ton | 1,200,000 | 1,185,000 | 1,170,000 | .... | .... | 5,087,416 | 5,057,268 | 4.24 | 4.27 | 27,831,546 | 25,937,913 | 23.19 | 21.88 |
| 02 | Trash Collection | Cubic Yards | 450,000 | 560,000 | 362,682 | .... | .... | 192,657 | 230,042 | .43 | .41 | 1,534,827 | 1,551,497 | 3.41 | 2.77 |
| 03 | Lot Cleaning | Lots | 4,000 | 4,000 | 4,000 | .... | .... | 53,167 | 53,200 | 13.30 | 13.30 | 366,727 | 346,360 | 91.68 | 86.59 |
| **5318** | **Refuse Disposal:** | | ...... | ...... | ...... | .... | .... | 301,305 | 354,133 | ...... | ...... | 2,787,061 | 2,953,514 | ...... | ...... |
| 01 | Administration | | ...... | ...... | ...... | 10 | 10 | 18,200 | 18,200 | ...... | ...... | 109,063 | 104,262 | ...... | ...... |
| **02** | **By Landfill—Direct** | **Cubic Yard** | 1,485,000 | 1,900,000 | 1,754,875 | .... | .... | 77,612 | 95,443 | .05 | .05 | 497,436 | 608,113 | .33 | .32 |
| **03** | **Transfer and Relay** | **Ton** | 315,000 | 370,000 | 315,129 | .... | .... | 205,493 | 240,490 | .65 | .64 | 1,456,562 | 1,563,139 | 4.62 | 4.22 |
| **04** | **Private Disposal Incinerator** | **Ton** | 80,000 | 80,000 | 87,213 | .... | .... | ...... | ...... | ...... | ...... | 365,000 | 365,000 | 4.56 | 4.56 |
| **05** | **Private Disposal-Land Fill** | **Cubic Yards** | 685,000 | 700,000 | 471,145 | .... | .... | ...... | ...... | ...... | ...... | 359,000 | 313,000 | .52 | .45 |
| **5321** | **Refuse disposal**<br>**Medill Incinerator** | **Ton** | 200,000 | 200,000 | 177,138 | .... | .... | 167,978 | 164,978 | .84 | .82 | 1,330,016 | 1,215,282 | 6.65 | 6.07 |
| **5322** | **Refuse disposal**<br>**Calumet Incinerator** | **Ton** | 280,000 | 280,000 | 213,157 | .... | .... | 177,968 | 177,968 | .64 | .64 | 1,384,726 | 1,275,506 | 4.94 | 4.55 |
| **5323** | **Refuse disposal**<br>**Southwest Incinerator** | **Ton** | 280,000 | 280,000 | 269,895 | .... | .... | 171,256 | 173,336 | .61 | .62 | 1,529,804 | 1,420,809 | 5.46 | 5.07 |
| 5324 | Refuse Disposal<br>Northwest Incinerator | Ton | 112,200 | ...... | ...... | .... | .... | 126,170 | ...... | 1.12 | ...... | 797,915 | ...... | 7.11 | ...... |
| 5327 | Goose Island Grinding Station | Cubic Yards | 200,000 | ...... | ...... | .... | .... | 14,160 | ...... | .07 | ...... | 94,152 | ...... | .47 | ...... |
| | Total | | | | | | | 6,441,317 | 6,332,865 | | | $38,988,360 | $36,009,260 | | |

# DEPARTMENT OF STREETS AND SANITATION

## BUREAU OF SANITATION

The function of the Bureau of Sanitation is to collect and dispose of refuse. It maintains streets and appurtenances thereto in a clean and usable order.

| Code | | Amounts Appropriated |
|---|---|---|
| .005 | Salaries and Wages—on Payroll | $30,193,031. |
| .015 | Schedule Salary Adjustments | 29,198. |
| | Overtime at established rates | |
| .020 | when required | 125,000. |
| .025 | Vacation Relief | |
| *5310.000 | **For Personal Services** | 30,347,229. |
| .125 | Office and Building Services | 14,000. |
| .128 | Fees and Services | 723,000. |
| .130 | Postage and Postal Charges | 15,000. |
| | Professional and Technical Services: | |
| .147 | Surveys | 1,000. |
| .150 | Publications | 500. |
| .155 | Rental of Property | 4,500. |
| .157 | Rental of Equipment and Services | 150,000. |
| .157 | Rental of Equipment and Services—(Uniforms) | 14,500. |
| .158 | Rental of Equipment and Services—City Owned | 5,536,401. |
| .160 | Repair or Maintenance of Property | 40,000. |
| .162 | Repair or Maintenance of Equipment | 527,500. |
| .166 | Subscriptions and Dues | 200. |
| .174 | Hauling | 500. |
| .175 | Transportation Charges (Exclusive of Travel) | 500. |
| .182 | Heat, Light and Power (Public) | 174,000. |
| .186 | Telephone | 63,000. |
| *5310.100 | **For Contractual Services** | 7,264,601. |
| .228 | Automobile Allowance—schedule rate | 90,000. |
| .245 | Reimbursement to Travelers | 1,500. |
| .270 | Local Transportation | 185,100. |
| *5310.200 | **For Travel** | 276,600. |
| | Fuel: | |
| .312 | Coal | 3,000. |
| .314 | Fuel Oil | 90,000. |
| .320 | Gasoline | 1,500. |
| .340 | Material and Supplies | 516,000. |
| .350 | Stationery and Office Supplies | 22,500. |
| *5310.300 | **For Commodities** | 633,000. |
| .422 | Office Machines | 2,000. |
| .424 | Furniture and Furnishings | 4,000. |
| .440 | Machinery and Equipment | 1,000. |
| .450 | Vehicles | 3,000. |
| *5310.400 | **For Equipment** | 10,000. |

## Department of Streets and Sanitation—*Continued*

### BUREAU OF SANITATION—Continued

| Code | | Amounts Appropriated |
|---|---|---|
| *5310.700 | For Contingencies | $ 2,000. |
| *5310.801 | For Enforcement of Sanitation Ordinances | 25,000. |
| *5313.*** | For Rodent Control | 310,000. |
| *5314.*** | For Dead Animal Removal | 53,000. |
| *5315.*** | For Weed Control | 70,000. |
| | *Total for Bureau of Sanitation | $38,991,430. |

### POSITIONS AND SALARIES

| Code | Positions | No. | Rate |
|---|---|---|---|
| | ADMINISTRATION—5311 | | |
| 8277 | Deputy Commissioner of Streets and Sanitation | 1 | $ 28,000. |
| 8179 | General Superintendent of Sanitation | 1 | 24,228. |
| 8182 | Deputy General Superintendent of Sanitation | 1 | 21,984. |
| 8177 | Assistant General Superintendent of Sanitation | 1 | 20,928. |
| 8177 | Assistant General Superintendent of Sanitation | 1 | 18,984. |
| 8177 | Assistant General Superintendent of Sanitation | 3 | 15,600. |
| 8196 | Supervisor of Street Cleaning | 1 | 17,220. |
| 8196 | Supervisor of Street Cleaning | 1 | 15,600. |
| 8196 | Supervisor of Street Cleaning | 1 | 12,840. |
| 8194 | Assistant Supervisor of Street Cleaning | 1 | 14,856. |
| 8194 | Assistant Supervisor of Street Cleaning | 1 | 13,476. |
| 8194 | Assistant Supervisor of Street Cleaning | 1 | 10,056. |
| 4520 | Superintendent of Building Maintenance and Construction | 1 | 13,476. |
| 7146 | Supervisor of Field Services II | 1 | 11,100. |
| 6073 | Engineer of Sanitation | 1 | 21,984. |
| 6055 | Mechanical Engineer V | 1 | 18,984. |
| 6055 | Mechanical Engineer V | 1 | 16,380. |
| 1175 | Senior Operations Analyst | 1 | 12,240. |
| 1173 | Operations Analyst | 1 | 12,240. |
| 1173 | Operations Analyst | 1 | 8,268. |
| 8153 | Chief Ordinance Enforcement Officer | 1 | 8,688. |
| 8152 | Ordinance Enforcement Officer | 1 | 7,152. |
| 0809 | Executive Secretary I | 1 | 10,560. |
| 0805 | Secretary | 1 | 9,564. |
| 0104 | Accountant IV | 1 | 14,856. |
| 0302 | Administrative Assistant II | 1 | 10,056. |
| 0308 | Staff Assistant | 1 | 14,856. |
| 0423 | Head Clerk | 1 | 11,652. |
| 0421 | Principal Clerk | 1 | 9,564. |
| 0421 | Principal Clerk | 3 | 6,480. |
| 0403 | Senior Clerk | 1 | 7,152. |
| 0403 | Senior Clerk | 1 | 5,340. |
| 0401 | Junior Clerk | 1 | 6,480. |
| 0827 | Head Stenographer | 1 | 7,500. |

100-Corporate Fund

## Department of Streets and Sanitation—*Continued*
### BUREAU OF SANITATION—Continued
### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **ADMINISTRATION—5311—Continued** | | |
| 0825 | Principal Stenographer | 1 | $ 7,500. |
| 0825 | Principal Stenographer | 2 | 6,804. |
| 0825 | Principal Stenographer | 1 | 6,480. |
| 0823 | Senior Stenographer | 1 | 7,500. |
| 0823 | Senior Stenographer | 1 | 5,892. |
| 0823 | Senior Stenographer | 1 | 5,604. |
| 0836 | Senior Typist | 1 | 5,340. |
| 0625 | Mechanical Records Clerk II | 1 | 6,480. |
| 0731 | Information Attendant | 1 | 5,088. |
| 1815 | Principal Storekeeper | 1 | 7,872. |
| 6133 | Engineer in Training | (24m) | 515.00m |
| 8160 | Operations Trainee | (60m) | 445.00m |
| 8155 | Sanitation Survey Analyst | 2 | 829.00m |
| | Schedule Salary Adjustments | | 5,168. |
| | | 51 | 637,992. |
| | **COMMUNITY ACTIVITY—5312** | | |
| 0706 | Executive Director for Clean-Up and Beautification | 1 | 19,932. |
| 0748 | Supervisor of Neighborhood Services | 1 | 10,056. |
| 0751 | Assistant Supervisor of Neighborhood Services | 1 | 12,840. |
| 0742 | Public Information Assistant II | 1 | 10,056. |
| 0749 | Neighborhood and Community Coordinator | 1 | 9,120. |
| 0749 | Neighborhood and Community Coordinator | 1 | 8,688. |
| 0749 | Neighborhood and Community Coordinator | 1 | 8,268. |
| 0749 | Neighborhood and Community Coordinator | 3 | 7,872. |
| 0749 | Neighborhood and Community Coordinator | 1 | 6,480. |
| 0749 | Neighborhood and Community Coordinator | 1 | 6,180. |
| 0301 | Administrative Assistant I | 1 | 10,560. |
| 0825 | Principal Stenographer | 1 | 9,120. |
| 0823 | Senior Stenographer | 1 | 7,872. |
| | Schedule Salary Adjustments | | 776. |
| | | 15 | 143,564. |
| | **REFUSE COLLECTION—5317** | | |
| 8175 | Division Superintendent | 2 | 18,984. |
| 8175 | Division Superintendent | 1 | 18,084. |
| 8175 | Division Superintendent | 1 | 16,380. |
| 8175 | Division Superintendent | 1 | 13,476. |
| 8173 | Ward Superintendent | 10 | 18,084. |
| 8173 | Ward Superintendent | 4 | 17,220. |
| 8173 | Ward Superintendent | 4 | 16,380. |
| 8173 | Ward Superintendent | 6 | 15,600. |
| 8173 | Ward Superintendent | 3 | 14,856. |
| 8173 | Ward Superintendent | 2 | 14,148. |
| 8173 | Ward Superintendent | 8 | 13,476. |
| 8173 | Ward Superintendent | 6 | 12,840. |

100-Corporate Fund

## Department of Streets and Sanitation—*Continued*

### BUREAU OF SANITATION—Continued

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **REFUSE COLLECTION—5317—Continued** | | |
| 8173 | Ward Superintendent | 3 | $ 12,240. |
| 8173 | Ward Superintendent | 5 | 11,652. |
| 7146 | Supervisor of Field Services II | 1 | 12,840. |
| 7145 | Supervisor of Field Services I | 1 | 11,100. |
| 7145 | Supervisor of Field Services I | 2 | 10,056. |
| 7145 | Supervisor of Field Services I | 1 | 9,564. |
| 7145 | Supervisor of Field Services I | 1 | 9,120. |
| 7145 | Supervisor of Field Services I | 1 | 8,268. |
| 0421 | Principal Clerk | 1 | 9,120. |
| 0421 | Principal Clerk | 1 | 6,480. |
| 0403 | Senior Clerk | 1 | 6,480. |
| 0403 | Senior Clerk | 1 | 5,892. |
| 0403 | Senior Clerk | 1 | 5,340. |
| 0416 | Ward Clerk | 2 | 10,560. |
| 0416 | Ward Clerk | 1 | 10,056. |
| 0416 | Ward Clerk | 5 | 9,564. |
| 0416 | Ward Clerk | 11 | 9,120. |
| 0416 | Ward Clerk | 9 | 8,688. |
| 0416 | Ward Clerk | 4 | 8,268. |
| 0416 | Ward Clerk | 4 | 7,872. |
| 0416 | Ward Clerk | 13 | 7,500. |
| 0416 | Ward Clerk | 7 | 7,152. |
| 0416 | Ward Clerk | 1 | 6,804. |
| 8171 | Section Foreman | 205 | 869.00m |
| 9534 | Laborer—Acting Section Foreman (as needed) | | 5.03h |
| | Overtime at established rates for Section Foremen for work over 8 hours in one day and for Clerks at ward yards | | 125,000. |
| | Schedule Salary Adjustments | | 20,845. |
| | | 330 | 3,711,777. |
| 7124 | Equipment Dispatcher | (20,800h) | 4.70h |
| 7187 | General Foreman of Motor Truck Drivers | (5,342h) | 6.00h |
| 7185 | Foreman of Motor Truck Drivers | (50,496h) | 5.20h |
| 7183 | Motor Truck Driver | (1,157,232h) | 4.70h |
| 8243 | General Foreman of Laborers | (2,080h) | 6.075h |
| 9534 | Laborer (as truck loader) | (3,413,530h) | 4.43h |
| | Schedule Salary Adjustments | | |
| | | | 20,965,956. |
| | **REFUSE DISPOSAL BY LANDFILL—5318** | | |
| 8125 | Superintendent of Refuse Disposal | 1 | 12,240. |
| 0301 | Administrative Assistant I | 1 | 6,804. |
| 8124 | Assistant Superintendent of Refuse Disposal | 1 | 14,856. |
| 6053 | Mechanical Engineer III | 1 | 13,476. |
| 0103 | Accountant III | 1 | 12,240. |
| 0102 | Accountant II | 1 | 10,056. |
| 0147 | Principal Account Clerk | 1 | 6,480. |

## Department of Streets and Sanitation—*Continued*

### BUREAU OF SANITATION—Continued

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **REFUSE DISPOSAL BY LANDFILL—5318—Continued** | | |
| 0421 | Principal Clerk | 1 | $ 7,500. |
| 0827 | Head Stenographer | 1 | 11,652. |
| 0823 | Senior Stenographer | 1 | 5,604. |
| | Schedule Salary Adjustments | | 1,283. |
| | | 10 | 102,191. |
| | **Dump Section** | | |
| 8116 | General Foreman of Dumps | 1 | 1,078.00m |
| 8114 | Dump Foreman | 12 | 869.00m |
| 4265 | Watchman | 3 | 538.00m |
| 7183 | Motor Truck Driver | (155,542h) | 4.70h |
| 9534 | Laborer (as truck loader) | (66,142h) | 4.43h |
| 9541 | Dump Laborer | (28,400h) | 4.43h |
| | Overtime for Dump Foremen | | |
| | | | 1,307,236. |
| | **REFUSE DISPOSAL BY INCINERATOR** | | |
| | **Medill Incinerator—5321** | | |
| 7747 | Chief Operating Engineer | 1 | 1,376.00m |
| | (Effective July 1) | | 1,474.00m |
| 7745 | Assistant Chief Operating Engineer | 1 | 1,261.00m |
| | (Effective July 1) | | 1,350.00m |
| 5040 | Foreman of Electrical Mechanics | 1 | 1,423.50m |
| 5035 | Electrical Mechanic | 7 | 1,258.50m |
| 7743 | Operating Engineer, Group A | 4 | 1,146.50m |
| | (Effective July 1) | | 1,228.50m |
| 8114 | Dump Foreman | 1 | 869.00m |
| 6674 | Machinist (2,184h) | 1 | 6.18h |
| 6605 | Blacksmith (2,184h) | 1 | 6.90h |
| | (Effective July 1) | | 7.60h |
| 7775 | Stationary Fireman | (45,800h) | 4.80h |
| | (Effective July 1) | | 5.40h |
| 7183 | Motor Truck Driver | (14,210h) | 4.70h |
| 9534 | Laborer (Incinerator) | (56,920h) | 4.43h |
| 5523 | Chemist III | 1 | 13,476. |
| 1813 | Senior Storekeeper | 1 | 8,688. |
| 1811 | Storekeeper | 1 | 6,180. |
| 9495 | Weighmaster | 1 | 7,500. |
| 9495 | Weighmaster | 1 | 6,804. |
| 0403 | Senior Clerk | 1 | 7,152. |
| | Overtime at established rates for Weighmaster and Storekeeper | | |
| | Schedule Salary Adjustments | | 152. |
| | | | 854,616. |

100-Corporate Fund

## Department of Streets and Sanitation—*Continued*

### BUREAU OF SANITATION—Continued

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **REFUSE DISPOSAL BY INCINERATOR—Continued** | | |
| | **Calumet Incinerator—5322** | | |
| 7747 | Chief Operating Engineer .................. | 1 | $ 1,376.00m |
| | (Effective July 1 )...................... | | 1,474.00m |
| 7745 | Assistant Chief Operating Engineer.......... | 3 | 1,261.00m |
| | (Effective July 1 )...................... | | 1,350.00m |
| 5040 | Foreman of Electrical Mechanics............. | 1 | 1,423.50m |
| 5035 | Electrical Mechanic ........................ | 10 | 1,258.50m |
| 7743 | Operating Engineer, Group A................ | 4 | 1,146.50m |
| | (Effective July 1 )...................... | | 1,228.50m |
| 8114 | Dump Foreman ............................ | 1 | 869.00m |
| 6674 | Machinist (2,184h) ........................ | 1 | 6.18h |
| 4774 | Steamfitter (2,184h) ....................... | 1 | 6.25h |
| 6605 | Blacksmith (2,184h) ...................... | 1 | 6.90h |
| | (Effective July 1) ...................... | | 7.60h |
| 7775 | Stationary Fireman ...................... | (50,536h) | 4.80h |
| | (Effective July 1) ...................... | | 5.40h |
| 7183 | Motor Truck Driver ...................... | (16,800h) | 4.70h |
| 9534 | Laborer (Incinerator) .................... | (52,080h) | 4.43h |
| 1811 | Storekeeper ............................. | 1 | 8,268. |
| 9495 | Weighmaster ............................ | 1 | 7,500. |
| 9495 | Weighmaster ............................ | 1 | 6,804. |
| 9495 | Weighmaster ............................ | 1 | 5,604. |
| 0403 | Senior Clerk ............................ | 1 | 5,604. |
| | Overtime at established rates for<br>Weighmaster and Storekeeper ........... | | |
| | Schedule Salary Adjustments ............. | | 209. |
| | | | 943,826. |
| | **Southwest Incinerator—5323** | | |
| 7747 | Chief Operating Engineer.................... | 1 | 1,376.00m |
| | (Effective July 1 )...................... | | 1,474.00m |
| 7745 | Assistant Chief Operating Engineer.......... | 4 | 1,261.00m |
| | (Effective July 1 )...................... | | 1,350.00m |
| 5040 | Foreman of Electrical Mechanics............. | 1 | 1,423.50m |
| 5035 | Electrical Mechanic ........................ | 9 | 1,258.50m |
| 7743 | Operating Engineer, Group A................ | 4 | 1,146.50m |
| | (Effective July 1 )...................... | | 1,228.50m |
| 7741 | Operating Engineer, Group C................ | 4 | 946.00m |
| | (Effective July 1 )...................... | | 1,019.00m |
| 8114 | Dump Foreman ........................... | 1 | 869.00m |
| 6674 | Machinist (2,184h) ....................... | 1 | 6.18h |

# Department of Streets and Sanitation—*Continued*

## BUREAU OF SANITATION—Continued

## POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| **REFUSE DISPOSAL BY INCINERATOR—Continued** | | | |
| | **Southwest Incinerator—5323—Continued** | | |
| 4774 | Steamfitter (2,184h) | 1 | $ 6.25h |
| 6605 | Blacksmith (2,184h) | 1 | 6.90h |
| | (Effective July 1) | | 7.60h |
| 7775 | Stationary Fireman | (43,224h) | 4.80h |
| | (Effective July 1) | | 5.40h |
| 7183 | Motor Truck Driver | (18,000h) | 4.70h |
| 9534 | Laborer (Incinerator) | (43,560h) | 4.43h |
| **1811** | **Storekeeper** | 1 | 6,180. |
| **9495** | **Weighmaster** | 1 | 6,804. |
| 9495 | Weighmaster | 1 | 6,480. |
| **9495** | **Weighmaster** | 1 | 5,892. |
| **0403** | **Senior Clerk** | 1 | 7,152. |
| | **Overtime at established rates for Weighmaster and Storekeeper** | | |
| | **Schedule Salary Adjustments** | | 330. |
| | | | 921,004. |
| | **Northwest Incinerator—5324** | | |
| 7747 | Chief Operating Engineer | 1 | 1,376.00m |
| | (Effective July 1) | | 1,474.00m |
| 7745 | Assistant Chief Operating Engineer | 1 | 1,261.00m |
| | (Effective July 1) | | 1,350.00m |
| 7745 | Assistant Chief Operating Engineer | (32m) | 1,261.00m |
| 7743 | Operating Engineer, Group A | 1 | 1,146.50m |
| | (Effective July 1) | | 1,228.50m |
| 7743 | Operating Engineer, Group A | (24m) | 1,146.50m |
| 7741 | Operating Engineer, Group C | 3 | 946.00m |
| | (Effective July 1) | | 1,019.00m |
| 7741 | Operating Engineer, Group C | (56m) | 946.00m |
| 5040 | Foreman of Electrical Mechanics | 1 | 1,423.50m |
| 5035 | Electrical Mechanic | 4 | 1,258.50m |
| 5035 | Electrical Mechanic | (20m) | 1,258.50m |
| 7775 | Stationary Fireman | (18,768h) | 4.80h |
| | (Effective July 1) | | 5.40h |
| 9534 | Laborer (Incinerator) | (31,600h) | 4.43h |
| 6674 | Machinist | (1,638h) | 6.18h |
| 6605 | Blacksmith | (2,548h) | 6.90h |
| | (Effective July 1) | | 7.60h |
| 4774 | Steamfitter | (2,548h) | 6.25h |
| 7183 | Motor Truck Driver | (16,200h) | 4.70h |
| 1811 | Storekeeper | (8m) | 515.00m |
| 9495 | Weighmaster | (16m) | 467.00m |
| 5521 | Chemist | (8m) | 724.00m |
| 0403 | Senior Clerk | 1 | 5,340. |
| | Schedule Salary Adjustments | | 435. |
| | | | 685,415. |

100-Corporate Fund

## Department of Streets and Sanitation—*Continued*

### BUREAU OF SANITATION—Continued

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **Goose Island Grinding Station—5327** | | |
| 7743 | Operating Engineer, Group A | 1 | $ 1,146.50m |
| | (Effective July 1) | | 1,228.50m |
| 5035 | Electrical Mechanic | 1 | 1,258.50m |
| 9534 | Laborer | (10,000h) | 4.43h |
| | | | 73,652. |
| | | | $30,347,229. |
| | **Automobile Allowance—schedule rate** | | |
| 6755 | Compensation for use of personally owned automobiles by: | | |
| | Deputy General Superintendent of Sanitation | 1 | |
| | Supervisor of Street Cleaning | 2 | |
| | Assistant Supervisor of Street Cleaning | 1 | |
| | Superintendent of Refuse Disposal | 1 | |
| | Assistant Superintendent of Refuse Disposal | 1 | |
| | Superintendent of Building Maintenance and Construction | 1 | |
| | Administrative Assistant II | 1 | |
| | Division Superintendent | 5 | |
| | Ward Superintendent | 51 | |
| | Supervisor of Field Services II | 2 | |
| | Supervisor of Field Services I | 6 | |
| | Chief Equipment Dispatcher | 1 | |
| | Engineer of Sanitation | 1 | |
| | Chemist III | 1 | |
| | Senior Operations Analyst | 1 | |
| | Assistant General Superintendent of Sanitation | 4 | |
| | Executive Director, Citizens Clean-Up Committee | 1 | |
| | Supervisor of Neighborhood Services | 1 | |
| | Assistant Supervisor of Neighborhood Services | 1 | |
| | Neighborhood and Community Coordinator | 9 | |
| | Mechanical Engineer V | 2 | |
| | Mechanical Engineer III | 1 | |
| | General Foreman of Laborers | 1 | |
| | General Foreman of Dumps | 1 | |
| | General Foreman of Motor Truck Drivers | 3 | |
| | Foreman of Motor Truck Drivers | 4 | |
| | Dump Foreman | 1 | |
| | | 105 | $ 90,000. |
| | For reimbursement to Section Foremen and for Laborers—Acting Section Foremen for Transportation expense at not to exceed $75.00 per month | | $ 185,100. |

100-Corporate Fund

# DEPARTMENT OF STREETS AND SANITATION

## BUREAU OF ELECTRICITY

### DISTRIBUTION OF APPROPRIATIONS BY ORGANIZATIONAL ACTIVITIES

| CODE | ORGANIZATIONAL ACTIVITY | Year | Number of Positions | Personal Services | Contractual Services | Travel | Commodities | Contingencies | Specific Purposes | Total Operating Expense | Capital Outlay | Total Appropriation |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **5411** | **Administration** | 1970 | 8 | $ 125,608 | $3,023,454 | $ 5,400 | $ 5,050 | ........ | ........ | $3,159,512 | $ 2,000 | $3,161,512 |
| | | 1969 | 7 | 110,480 | 1,962,850 | 5,400 | 5,000 | ........ | ........ | 2,083,730 | 2,000 | 2,085,730 |
| **5414** | **Overhaul and Repair of Electrical Facilities** | 1970 | .... | 841,937 | 925,200 | 13,300 | 82,600 | ........ | ........ | 1,863,037 | ........ | 1,863,037 |
| | | 1969 | .... | 780,730 | 889,900 | 13,300 | 78,700 | ........ | ........ | 1,762,630 | ........ | 1,762,630 |
| **5416** | **In-Service Maintenance of Electrical Equipment** | 1970 | .... | 2,317,662 | 288,700 | 30,100 | 753,000 | ........ | ........ | 3,389,462 | 4,500 | 3,393,962 |
| | | 1969 | .... | 2,009,808 | 186,950 | 30,100 | 712,550 | ........ | ........ | 2,939,408 | 4,500 | 2,943,908 |
| **5418** | **Maintenance of Fire Alarm and Police Telegraph Systems** | 1970 | .... | 963,112 | 42,200 | 33,700 | 108,350 | ........ | ........ | 1,147,362 | 37,000 | 1,184,362 |
| | | 1969 | .... | 877,910 | 38,300 | 33,700 | 102,750 | ........ | ........ | 1,052,660 | 22,000 | 1,074,660 |
| | **Totals** | 1970 | | $4,248,319 | $4,279,554 | $82,500 | $ 949,000 | | | $9,559,373 | $ 43,500 | $9,602,873 |
| | | 1969 | | $3,778,928 | $3,078,000 | $82,500 | $ 899,000 | | | $7,838,428 | $ 28,500 | $7,866,928 |

## PERFORMANCE DATA

| | | | WORK UNITS | | | PERSONNEL | | | | | | OPERATING COSTS | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Number | | | Number | | Man-Hours | | Man-Hours Per-Unit | | Total for Year | | Av. Cost Per-Unit | |
| CODE | ACTIVITY AND SUB-ACTIVITY | Name | Est. 1970 | Budget 1969 | Act. 1968 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 |
| **5411** | **Administration:** | | ........ | ........ | ........ | 8 | 7 | 14,560 | 12,740 | ........ | ........ | $3,159,512 | $2,083,730 | ........ | ........ |
| **5414** | **Overhaul and Repair of Electrical Facilities:** | | ........ | ........ | ........ | .... | .... | 131,060 | 131,060 | ........ | ........ | 1,863,037 | 1,762,630 | ........ | ........ |
| 01 | Supervisory and clerical | | ........ | ........ | ........ | 12 | 12 | 24,660 | 24,660 | ........ | ........ | 223,710 | 205,043 | ........ | ........ |
| 02 | Replacing defective conduits and laterals | Lineal foot | 8,700 | 8,700 | 8,676 | 6 | 6 | 12,280 | 12,280 | 1.41 | 1.41 | 124,237 | 117,845 | $14.28 | $13.54 |
| 03 | Replacing defective aerial wire | Lineal foot | 180,000 | 180,000 | 172,366 | 8 | 8 | 16,400 | 16,400 | .09 | .09 | 289,914 | 274,769 | 1.61 | 1.53 |
| 04 | Replacing defective equipment | Replacement | 3,200 | 3,200 | 2,989 | 8 | 8 | 16,360 | 16,360 | 5.11 | 5.11 | 296,287 | 282,361 | 92.58 | 88.24 |
| 05 | Splicing cables | Splice | 5,800 | 5,800 | 5,867 | 10 | 10 | 20,480 | 20,480 | 3.53 | 3.53 | 265,380 | 244,964 | 45.75 | 42.24 |
| 06 | Replacing defective cables | Lineal foot | 115,000 | 115,000 | 113,798 | 13 | 13 | 26,600 | 26,600 | .23 | .23 | 470,611 | 447,801 | 4.09 | 3.89 |
| 07 | Operating electrical shop | | ........ | ........ | ........ | 7 | 7 | 14,280 | 14,280 | ........ | ........ | 192,898 | 189,847 | ........ | ........ |

100-Corporate Fund

# Department of Streets and Sanitation—*Continued*

## BUREAU OF ELECTRICITY—Continued

## PERFORMANCE DATA—Continued

| | | WORK UNITS | | | | PERSONNEL | | | | | | OPERATING COSTS | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Number | | | Number | | Man-Hours | | Man-Hours Per-Unit | | Total for Year | | Av. Cost Per-Unit | |
| CODE | ACTIVITY AND SUB-ACTIVITY | Name | Est. 1970 | Budget 1969 | Act. 1968 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 |
| 5416 | **In-Service Maintenance of Electrical Equipment:** | | ........ | ........ | ........ | .... | .... | 385,129 | 349,969 | ........ | ........ | $3,389,462 | $2,939,408 | ........ | ........ |
| 01 | Supervisory and clerical | | ........ | ........ | ........ | 29 | 29 | 60,320 | 60,320 | ........ | ........ | 417,251 | 406,557 | ........ | ........ |
| 03 | Repairing equipment in shop | Job | 37,500 | 37,500 | 37,363 | 8 | 8 | 16,560 | 16,560 | .44 | .44 | 172,800 | 144,795 | $ 4.61 | $ 3.86 |
| 06 | Repairing circuit faults | Defect | 10,000 | 7,500 | 7,379 | 45 | 28 | 94,009 | 58,849 | 9.40 | 7.84 | 952,174 | 690,069 | 95.21 | 92.01 |
| 08 | Maintaining series light circuits | Circuit | 40 | 40 | 40 | 2 | 2 | 4,160 | 4,160 | 104.0 | 104.0 | 49,551 | 45,375 | 1,238.77 | 1,034. |
| 09 | Maintaining multiple light circuits | Circuit | 11,200 | 11,200 | 11,200 | 36 | 36 | 74,880 | 74,880 | 6.69 | 6.69 | 661,993 | 599,083 | 59.10 | 53.49 |
| 11 | Group maintenance of street light fixtures | Fixture | 415,000 | 415,000 | 414,395 | 65 | 65 | 135,200 | 135,200 | .33 | .33 | 1,135,693 | 1,053,529 | 2.73 | 2.53 |
| 5418 | **Maintenance of Fire Alarm and Police Telegraph Systems:** | | ........ | ........ | ........ | .... | .... | 147,360 | 142,940 | ........ | ........ | 1,147,362 | 1,052,660 | ........ | ........ |
| 01 | Supervisory and clerical | | ........ | ........ | ........ | 12 | 10 | 24,960 | 20,540 | ........ | ........ | 197,550 | 169,605 | ........ | ........ |
| 02 | Inspecting communication installations | Inspection | 98,000 | 98,000 | 97,385 | 22 | 22 | 45,760 | 45,760 | .47 | .47 | 317,353 | 293,069 | 3.23 | 2.99 |
| 03 | Replacing equipment items | Item | 7,000 | 7,000 | 7,112 | 14 | 14 | 29,120 | 29,120 | 4.16 | 4.16 | 230,239 | 212,868 | 32.89 | 30.41 |
| 04 | Correcting faults in communication system | Fault | 9,500 | 9,500 | 9,367 | 14 | 14 | 29,120 | 29,120 | 3.07 | 3.06 | 256,889 | 238,168 | 27.04 | 25.07 |
| 05 | Reconditioning instruments and apparatus | Job | 5,200 | 5,200 | 5,217 | 9 | 9 | 18,400 | 18,400 | 3.54 | 3.53 | 145,331 | 138,950 | 28.24 | 26.72 |
| | **Total** | | | | | | | 678,109 | 636,709 | | | $9,559,373 | $7,838,428 | | |

# DEPARTMENT OF STREETS AND SANITATION

## BUREAU OF ELECTRICITY

**(See Vehicle Tax Fund, Motor Fuel Tax Fund and Bond Funds for other appropriations.)**

The Bureau maintains and operates the street lighting system, the fire alarm and police telegraph systems, and the traffic control signals.

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Expense for maintenance of street lights chargeable to Motor Fuel Tax Fund to be reimbursed to Corporate Fund.

| Code | | Amounts Appropriated |
|---|---|---|
| .005 | Salaries and Wages—on Payroll | $ 4,246,088. |
| .015 | Schedule Salary Adjustments | 2,231. |
| .025 | Vacation Relief | |
| *5410.000 | **For Personal Services** | 4,248,319. |
| .125 | Office and Building Services | 23,000. |
| .130 | Postage and Postal Charges | 1,500. |
| | Professional and Technical Services: | |
| .148 | Testing and Inspecting | 500. |
| .155 | Rental of Property | 500. |
| .157 | Rental of Equipment and Services | 95,000. |
| .158 | Rental of Equipment and Services—City Owned | 1,075,000. |
| .161 | Repair or Maintenance of Facilities | 5,000. |
| .162 | Repair or Maintenance of Equipment | 73,400. |
| .162 | Repair or Maintenance of Equipment (Subway Lighting) | 160,000. |
| .163 | Restoration of Street Openings | 1,000. |
| .166 | Subscriptions and Dues | 500. |
| .169 | Technical Meeting Costs | 1,000. |
| .182 | Heat, Light and Power (Public) | 2,813,044. |
| .186 | Telephone | 30,000. |
| .188 | Telegraph | 110. |
| *5410.100 | **For Contractual Services** | 4,279,554. |
| .228 | Automobile Allowance—schedule rate | 76,000. |
| .245 | Reimbursement to Travelers | 2,000. |
| .270 | Local Transportation | 4,500. |
| *5410.200 | **For Travel** | 82,500. |
| | Fuel: | |
| .312 | Coal | 500. |
| .314 | Fuel Oil | 1,000. |
| .320 | Gasoline | 1,500. |
| .340 | Material and Supplies | 926,000. |
| .345 | Apparatus and Instruments | 1,500. |
| .350 | Stationery and Office Supplies | 11,000. |
| .370 | Small Tools (Unit Value not Exceeding $10.00) | 5,000. |
| .375 | Tools (Unit Value over $10.00) | 2,500. |
| *5410.300 | **For Commodities** | 949,000. |

## Department of Streets and Sanitation—*Continued*
### BUREAU OF ELECTRICITY—Continued

| Code | | Amounts Appropriated |
|---|---|---|
| .422 | Office Machines | $ 1,000. |
| .424 | Furniture and Furnishings | 2,000. |
| .440 | Machinery and Equipment | 5,500. |
| *5410.400 | **For Equipment** | 8,500. |
| *5418.823 | **For Installation of Fire Alarm Boxes** | 35,000. |
| | ***Total for Bureau of Electricity** | $ 9,602,873. |

### POSITIONS AND SALARIES

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **ADMINISTRATION—5411** | | |
| 8277 | Deputy Commissioner of Streets and **Sanitation** | 1 | $ 28,000. |
| 5048 | General Superintendent of Electricity | 1 | 16,380. |
| 5047 | Assistant General Superintendent of Electricity | 1 | 17,220. |
| 5848 | Superintendent of Construction | 1 | 25,452. |
| 6141 | Engineering Technician II | 1 | 6,804. |
| 1173 | Operations Analyst | 1 | 8,268. |
| 0426 | Assistant Chief Clerk | 1 | 14,148. |
| 0809 | Executive Secretary I | 1 | 8,268. |
| | **Schedule Salary Adjustments** | | 1,068. |
| | | 8 | 125,608. |
| | **OVERHAUL AND REPAIR OF ELECTRICAL FACILITIES—5414** | | |
| 5047 | Assistant General Superintendent of Electricity | 1 | 17,220. |
| 5847 | Assistant Superintendent of Construction | 1 | 1,375.50m |
| | (Effective July 1) | | 1,427.50m |
| 5007 | Assistant Electrical Engineer | 2 | 1,311.50m |
| | (Effective July 1) | | 1,363.50m |
| 5085 | General Foreman of Linemen | 6 | 1,300.00m |
| | (Effective July 1) | | 1,351.50m |
| 5083 | Foreman of Linemen | (72m) | 1,241.00m |
| | (Effective July 1) | | 1,292.00m |
| **5081** | **Lineman** | (29,340h) | 6.75h |
| | (Effective July 1) | | 7.05h |
| **5015** | **Foreman of Cable Splicers** | 2 | 1,241.00m |
| | (Effective July 1) | | 1,292.00m |
| **5013** | **Cable Splicer** | (8,160h) | 6.75h |
| | (Effective July 1) | | 7.05h |
| **5011** | **Cable Splicer Helper** | (8,160h) | 5.10h |
| | (Effective July 1) | | 5.30h |
| **6674** | **Machinist** | (4,080h) | 6.18h |
| 4435 | Cement Finisher (255d) (2,040h) | 1 | 5.80h |
| **4301** | **Carpenter** | (4,080h) | 6.05h |
| **4634** | **Painter (255d) (2,040h)** | 1 | 5.65h |
| **7633** | **Hoisting Engineer (255d) (2,040h)** | 1 | 5.50h |

## Department of Streets and Sanitation—*Continued*

### BUREAU OF ELECTRICITY—Continued

### POSITIONS AND SALARIES—Continued

### OVERHAUL AND REPAIR OF ELECTRICAL FACILITIES—5414—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| 8243 | General Foreman of Laborers (2,040h) | 1 | $ 6.075h |
| 8244 | Foreman of Laborers | (12,240h) | 5.40h |
| 9528 | Laborer—(B of E)—(as Acting Foreman) (as needed) | | 5.40h |
| 9528 | Laborer—(B of E) | (14,140h) | 4.75h |
| 1809 | Order Filler | 1 | 10,560. |
| 0446 | Inventory Supervisor | 1 | 9,564. |
| 0821 | Junior Stenographer | 1 | 6,804. |
| | Schedule Salary Adjustments | | 521. |
| | | | 841,937. |

### IN-SERVICE MAINTENANCE OF ELECTRICAL EQUIPMENT—5416

| Code | Positions | No. | Rate |
|---|---|---|---|
| 5047 | Assistant General Superintendent of Electricity | 1 | 17,220. |
| 5823 | Assistant Electrical Operating Engineer | 3 | 1,381.50m |
| | (Effective July 1) | | 1,433.50m |
| 5006 | Junior Electrical Engineer | 1 | 1,086.00m |
| | (Effective July 1) | | 1,138.00m |
| 5025 | General Foreman of Circuits | 1 | 1,311.50m |
| | (Effective July 1) | | 1,363.50m |
| 5022 | Electrical Repairer of Circuits in Charge | 1 | 1,300.00m |
| | (Effective July 1) | | 1,351.50m |
| 5023 | Foreman of Circuits | 4 | 1,300.00m |
| | (Effective July 1) | | 1,351.50m |
| 5021 | Electrical Repairer of Circuits | 38 | 1,156.00m |
| | (Effective July 1) | | 1,208.00m |
| 5083 | Foreman of Linemen | 9 | 1,241.00m |
| | (Effective July 1) | | 1,292.00m |
| 5081 | Lineman | (47,960h) | 6.75h |
| | (Effective July 1) | | 7.05h |
| 5235 | Load Dispatcher | 5 | 1,170.00m |
| | (Effective July 1) | | 1,222.00m |
| 5236 | Assistant Load Dispatcher | 3 | 929.50m |
| | (Effective July 1) | | 964.00m |
| 5063 | Foreman of Lamp Maintenance Men | 1 | 1,030.00m |
| | (Effective July 1) | | 1,064.50m |
| 5064 | Assistant Foreman of Lamp Maintenance Men | 2 | 997.50m |
| | (Effective July 1) | | 1,032.00m |
| 5061 | Lamp Maintenance Man (Sub-Foreman) | 4 | 929.50m |
| | (Effective July 1) | | 964.00m |
| 5061 | Lamp Maintenance Man | 65 | 896.00m |
| | (Effective July 1) | | 922.00m |
| 5071 | Lamp Repairer (Sub-Foreman) | 1 | 967.50m |
| | (Effective July 1) | | 1,002.00m |

## Department of Streets and Sanitation—*Continued*

### BUREAU OF ELECTRICITY—Continued

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **IN-SERVICE MAINTENANCE OF ELECTRICAL EQUIPMENT—5416—Continued** | | |
| 5071 | Lamp Repairer | 5 | $929.50m |
| | (Effective July 1) | | 964.00m |
| 9528 | Laborer—(B of E) | (31,409h) | 4.75h |
| | (Effective June 1) | | |
| 7104 | Electrical Dispatcher | 1 | 11,100. |
| 7104 | Electrical Dispatcher | 1 | 7,500. |
| | Schedule Salary Adjustments | | 492. |
| | | | 2,317,662. |
| | **MAINTENANCE OF FIRE ALARM AND POLICE TELEGRAPH SYSTEMS—5418** | | |
| 5053 | Chief of Fire Alarm Wires | 1 | 1,503.50m |
| | (Effective July 1) | | 1,555.50m |
| 5051 | Assistant Chief of Fire Alarm Wires | 1 | 1,332.50m |
| | (Effective July 1) | | 1,384.50m |
| 5052 | Assistant to Chief of Fire Alarm Wires | 1 | 1,306.50m |
| | (Effective July 1) | | 1,358.50m |
| 6676 | Foreman of Machinists (2,080h) | 1 | 1,184.00m |
| 6674 | Machinist | (12,240h) | 6.18h |
| 5095 | Foreman of Telegraph Repairers | 1 | 1,300.00m |
| | (Effective July 1) | | 1,351.50m |
| 5094 | Telegraph Repairer in Charge | 5 | 1,300.00m |
| | (Effective July 1) | | 1,351.50m |
| 5093 | Telegraph Repairer | 32 | 1,156.00m |
| | (Effective July 1) | | 1,208.00m |
| 5091 | Assistant Telegraph Repairer | 9 | 1,004.00m |
| | (Effective July 1) | | 1,038.50m |
| 5035 | Electrical Mechanic | 6 | 1,258.50m |
| 5005 | Batteryman | 3 | 896.00m |
| | (Effective July 1) | | 922.00m |
| 9528 | Laborer—(B of E) | (4,080h) | 4.75h |
| 0421 | Principal Clerk | 2 | 6,480. |
| 0401 | Junior Clerk | 1 | 7,152. |
| | Vacation relief for Electrical Mechanics | | |
| | Schedule Salary Adjustments | | 150. |
| | | | 963,112. |
| | | | $ 4,248,319. |

## Department of Streets and Sanitation—*Continued*

### BUREAU OF ELECTRICITY—Continued

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **Automobile Allowance—schedule rate** | | |
| 6755 | Compensation for use of personally owned automobiles by: | | |
| | Assistant General Superintendent of Electricity | 3 | |
| | Superintendent of Construction | 1 | |
| | Assistant Superintendent of Construction | 1 | |
| | General Foreman of Laborers | 1 | |
| | Assistant Electrical Operating Engineer | 3 | |
| | Assistant Electrical Engineer | 2 | |
| | Foreman of Lamp Maintenance Men | 1 | |
| | Assistant Foreman of Lamp Maintenance Men | 2 | |
| | General Foreman of Linemen (12 months) | 6 | |
| | Lamp Maintenance Man—Sub-Foreman | 4 | |
| | Lamp Maintenance Man | 6 | |
| | General Foreman of Circuits | 1 | |
| | Electrical Repairer of Circuits in Charge | 1 | |
| | Foreman of Circuits | 4 | |
| | Electrical Repairer of Circuits | 8 | |
| | Foreman of Cable Splicers (12 months) | 2 | |
| | Chief of Fire Alarm Wires | 1 | |
| | Assistant Chief of Fire Alarm Wires | 1 | |
| | Assistant to Chief of Fire Alarm Wires | 1 | |
| | Foreman of Machinists | 1 | |
| | Foreman of Telegraph Repairers | 1 | |
| | Telegraph Repairer in Charge | 5 | |
| | Telegraph Repairer | 32 | |
| | Electrical Mechanic | 1 | |
| | Batteryman | 1 | |
| | | 90 | $ 76,000. |

## Department of Streets and Sanitation—*Continued*

### BUREAU OF ELECTRICITY—Continued

### ELECTRICAL CONSTRUCTION CAPITAL ACCOUNT

The Electrical Construction Capital Account is established for the purpose of constructing, maintaining and repairing street lighting and other public electric facilities, and for the purpose of purchasing and maintaining a stock of material and supplies in connection therewith, the expense of which is to be reimbursed from appropriations of City funds, from funds of other governmental agencies or by private persons.

This account shall be maintained and used subject to the conditions and limitations of Sections 7-24.1 to 7-24.10 of the Municipal Code of Chicago and the conditions and limitations herein set forth.

Charges shall be based on the total cost of furnishing material and services, including for incidental and overhead expense, not to exceed the following percentages: Thirty per cent of the direct labor charges and fifteen per cent of the material and other charges; provided that charges for the use of trucks, compressors, mixers and other rolling and mechanical equipment shall be made on a unit rate per day or other unit as shall be determined by the Commissioner of Streets and Sanitation and approved by the Comptroller. Such unit rate or other basis of charge shall be determined and shall be adjusted from time to time on the basis of actual cost for furnishing the use of such equipment, which cost shall include expense incidental to the maintenance, housing and operation of such rolling and mechanical equipment and an appropriate charge for depreciation. The rates or other basis as determined from time to time shall be reported to the Committee on Finance of the City Council showing the various details included as parts of the total rate or other basis.

A reserve for depreciation shall be set up for all charges for depreciation included in the costs. Amounts equivalent to the periodic charges for depreciation shall be transferred from the general cash of the Electrical Construction Capital Account to a depreciation reserve fund and expended therefrom for the replacement of rolling and mechanical equipment.

Expenditures are authorized to be made for material and supplies for hire of trucks and other equipment and for other services

## Department of Streets and Sanitation—*Continued*

### BUREAU OF ELECTRICITY—Continued

### ELECTRICAL CONSTRUCTION CAPITAL ACCOUNT—Continued

and items entering into or becoming a part of the cost of the job.

Expenditures are authorized to be made for the purchase of material and supplies, and for freight or other transportation charges on material and supplies received, and for charges and expense for maintaining a stock of material and supplies.

Expenditures are authorized for the payment of salaries and wages for employes authorized under appropriations for the Bureau of Electricity when such expenditures are properly chargeable to the Electrical Construction Capital Account and are to be reimbursed from appropriations of City funds, from funds of other governmental agencies or by private persons.

Expenditures are authorized to be made for salaries and wages of the following employes for such period of time as may be necessary; including increments for schedule salary adjustments:

### POSITIONS AND SALARIES

| Code | Positions | No. | Rate |
|---|---|---|---|
| 0308 | Staff Assistant | 2 | $ 10,560. |
| 0302 | Administrative Assistant II | 1 | 8,268. |
| 0427 | Chief Clerk | 1 | 14,856. |
| 0426 | Assistant Chief Clerk | 1 | 14,148. |
| 0426 | Assistant Chief Clerk | 1 | 9,120. |
| 0423 | Head Clerk | 2 | 11,652. |
| 0423 | Head Clerk | 1 | 10,560. |
| 0421 | Principal Clerk | 2 | 10,056. |
| 0421 | Principal Clerk | 1 | 6,480. |
| 0403 | Senior Clerk | 6 | 5,340. |
| 0401 | Junior Clerk | 2 | 4,848. |
| 0625 | Mechanical Records Clerk II | 1 | 6,180. |
| 0625 | Mechanical Records Clerk II | 1 | 5,604. |
| 0625 | Mechanical Records Clerk II | 1 | 5,088. |
| 0109 | Cost Analyst | 1 | 8,688. |
| 0112 | Cost Control Accountant | 1 | 8,268. |
| 0146 | Senior Account Clerk | 1 | 5,604. |
| 0145 | Account Clerk | 1 | 5,088. |
| 0164 | Supervising Timekeeper | 1 | 9,120. |
| 0162 | Senior Timekeeper | 1 | 6,480. |
| 0827 | Head Stenographer | 1 | 11,652. |
| 0823 | Senior Stenographer | 1 | 7,872. |
| 0821 | Junior Stenographer | 3 | 5,340. |
| 0836 | Senior Typist | 1 | 6,480. |

## Department of Streets and Sanitation—*Continued*
### BUREAU OF ELECTRICITY—Continued
### ELECTRICAL CONSTRUCTION CAPITAL ACCOUNT—Continued
### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| 0836 | Senior Typist | 1 | $ 5,604. |
| 5627 | Chief Research and Planning Engineer | 1 | 15,600. |
| 5818 | Engineer of Electricity | 1 | 20,928. |
| 5816 | Electrical Design Engineer | 1 | 18,084. |
| 5816 | Electrical Design Engineer | 1 | 15,600. |
| 5845 | Engineer of Electrical Construction | 1 | 20,928. |
| 5815 | Electrical Engineer V | 1 | 19,932. |
| 5815 | Electrical Engineer V | 1 | 18,984. |
| 5815 | Electrical Engineer V | 2 | 18,084. |
| 5815 | Electrical Engineer V | | 14,148. |
| 5814 | Electrical Engineer IV | 1 | 17,220. |
| 5814 | Electrical Engineer IV | | 12,840. |
| 5813 | Electrical Engineer III | 1 | 16,380. |
| 5813 | Electrical Engineer III | 2 | 15,600. |
| 5813 | Electrical Engineer III | 2 | 14,856. |
| 5813 | Electrical Engineer III | 1 | 14,148. |
| 5813 | Electrical Engineer III | 2 | 13,476. |
| 5813 | Electrical Engineer III | 1 | 12,840. |
| 5813 | Electrical Engineer III | | 11,652. |
| 5812 | Electrical Engineer II | 1 | 14,148. |
| 5812 | Electrical Engineer II | 1 | 13,476. |
| 5812 | Electrical Engineer II | | 10,560. |
| 5811 | Electrical Engineer I | 1 | 12,240. |
| 5811 | Electrical Engineer I | | 9,564. |
| 5784 | Electrical Engineering Draftsman II | 1 | 12,240. |
| 5784 | Electrical Engineering Draftsman II | 2 | 11,652. |
| 5784 | Electrical Engineering Draftsman II | 4 | 10,560. |
| 5784 | Electrical Engineering Draftsman II | 2 | 9,564. |
| 5784 | Electrical Engineering Draftsman II | 1 | 9,120. |
| 5784 | Electrical Engineering Draftsman II | 1 | 8,688. |
| 5784 | Electrical Engineering Draftsman II | | 8,268. |
| 5783 | Electrical Engineering Draftsman I | 1 | 9,564. |
| 5783 | Electrical Engineering Draftsman I | 1 | 7,872. |
| 5783 | Electrical Engineering Draftsman I | 1 | 7,500. |
| 5783 | Electrical Engineering Draftsman I | | 6,804. |
| 5613 | Civil Engineer III | 1 | 11,652. |
| 6144 | Engineering Technician V | | 11,100. |
| 6143 | Engineering Technician IV | 1 | 12,840. |
| 6143 | Engineering Technician IV | 1 | 11,652. |
| 6143 | Engineering Technician IV | | 10,056. |
| 6142 | Engineering Technician III | 1 | 11,100. |
| 6142 | Engineering Technician III | | 8,268. |
| 6141 | Engineering Technician II | | 6,804. |
| 6140 | Engineering Technician I | | 5,604. |
| 6133 | Engineer in Training | | 515.00m |
| 5752 | Map Draftsman II | | 6,804. |
| 5751 | Map Draftsman I | | 6,180. |
| 1545 | Materials Expediter | 1 | 9,120. |
| 1809 | Order Filler | 3 | 10,056. |
| 1809 | Order Filler | 6 | 9,564. |
| 1809 | Order Filler | 2 | 9,120. |
| 1809 | Order Filler | 1 | 8,688. |

## Department of Streets and Sanitation—*Continued*

### BUREAU OF ELECTRICITY—Continued

### ELECTRICAL CONSTRUCTION CAPITAL ACCOUNT—Continued
### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| 1809 | Order Filler | 1 | $ 7,500. |
| 1809 | Order Filler | | 6,804. |
| 5134 | Electrical Survey Man IV | 1 | 15,600. |
| 5134 | Electrical Survey Man IV | 2 | 14,856. |
| 5134 | Electrical Survey Man IV | 2 | 14,148. |
| 5134 | Electrical Survey Man IV | 6 | 13,476. |
| 5134 | Electrical Survey Man IV | 2 | 12,840. |
| 5134 | Electrical Survey Man IV | | 10,056. |
| 5133 | Electrical Survey Man III | 4 | 13,476. |
| 5133 | Electrical Survey Man III | 3 | 12,840. |
| 5133 | Electrical Survey Man III | 5 | 12,240. |
| 5133 | Electrical Survey Man III | 1 | 11,652. |
| 5133 | Electrical Survey Man III | 1 | 10,056. |
| 5133 | Electrical Survey Man III | | 9,120. |
| 5132 | Electrical Survey Man II | 2 | 9,564. |
| 5132 | Electrical Survey Man II | 3 | 9,120. |
| 5132 | Electrical Survey Man II | 1 | 8,688. |
| 5132 | Electrical Survey Man II | | 8,268. |
| 5131 | Electrical Survey Man I | 1 | 9,564. |
| 5131 | Electrical Survey Man I | 1 | 8,268. |
| 5131 | Electrical Survey Man I | | 7,500. |
| 5007 | Assistant Electrical Engineer | 7 | 1,311.50m |
| | (Effective July 1) | | 1,363.50m |
| 5844 | Assistant Electrical Construction Engineer | 1 | 1,194.00m |
| | (Effective July 1) | | 1,246.00m |
| 5136 | Electrical Construction Inspector II | 2 | 1,135.50m |
| | (Effective July 1) | | 1,187.50m |
| 5009 | Superintendent and Engineer | 8 | 1,156.00m |
| | (Effective July 1) | | 1,208.00m |
| 5006 | Junior Electrical Engineer | 5 | 1,086.00m |
| | (Effective July 1) | | 1,138.00m |
| 5003 | Electrical Estimator III | 3 | 1,194.00m |
| | (Effective July 1) | | 1,246.00m |
| 5002 | Electrical Estimator II | 2 | 1,156.00m |
| | (Effective July 1) | | 1,208.00m |
| 5001 | Electrical Estimator I | 2 | 1,086.00m |
| | (Effective July 1) | | 1,138.00m |
| 5040 | Foreman of Electrical Mechanics | 1 | 1,423.50m |
| 5035 | Electrical Mechanic | | 1,258.50m |
| 5021 | Electrical Repairer of Circuits | | 1,156.00m |
| | (Effective July 1) | | 1,208.00m |

## Department of Streets and Sanitation—*Continued*

### BUREAU OF ELECTRICITY—Continued

### ELECTRICAL CONSTRUCTION CAPITAL ACCOUNT—Continued

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| 5093 | Telegraph Repairer | | $ 1,156.00m |
| | (Effective July 1) | | 1,208.00m |
| 5091 | Assistant Telegraph Repairer | | 1,004.00m |
| | (Effective July 1) | | 1,038.50m |
| 5015 | Foreman of Cable Splicers | 1 | 1,241.00m |
| | (Effective July 1) | | 1,292.00m |
| 5013 | Cable Splicer | | 6.75h |
| | (Effective July 1) | | 7.05h |
| 5011 | Cable Splicer Helper | | 795.50m |
| | (Effective July 1) | | 830.00m |
| 5011 | Cable Splicer Helper | | 5.10h |
| | (Effective July 1) | | 5.30h |
| 5085 | General Foreman of Linemen | 1 | 1,300.00m |
| | (Effective July 1) | | 1,351.50m |
| 5083 | Foreman of Linemen | | 1,241.00m |
| | (Effective July 1) | | 1,292.00m |
| 5061 | Lamp Maintenance Man | | 896.00m |
| | (Effective July 1) | | 922.00m |
| 5081 | Lineman | | 6.75h |
| | (Effective July 1) | | 7.05h |
| 5082 | Lineman Helper | 4 | 5.10h |
| | (Effective July 1) | | 5.30h |
| 6607 | Foreman of Blacksmiths | | 7.40h |
| | (Effective July 1) | | 8.10h |
| 6605 | Blacksmith | | 6.90h |
| | (Effective July 1) | | 7.60h |
| 6601 | Blacksmith Helper | | 6.80h |
| | (Effective July 1) | | 7.50h |
| 7633 | Hoisting Engineer (trenching and grading) | | 6.05h |
| 6674 | Machinist | | 6.18h |
| 8244 | Foreman of Laborers (B of E) | | 5.40h |
| 9528 | Laborer (B of E) (as Acting Foreman) (as needed) | | 5.40h |
| 9528 | Laborer (B of E) | | 4.75h |
| 9528 | Laborer (as jackhammerman)—Asphalt | | 5.025h |
| 9528 | Laborer (as jackhammerman)—Concrete | | 4.975h |
| 4265 | Watchman | | 3.20h |
| 4301 | Carpenter | | 6.05h |
| 4401 | Bricklayer | | 6.65h |
| 4435 | Cement Finisher | | 5.80h |
| 4634 | Painter | | 5.65h |
| 4855 | Sheet Metal Worker (2,080h) | 1 | 1,074.50m |

## Department of Streets and Sanitation—*Continued*

### BUREAU OF ELECTRICITY—Continued

### ELECTRICAL CONSTRUCTION CAPITAL ACCOUNT—Continued

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | Expenditures are authorized to be made for salaries and wages of the following employes for such periods of time as may be necessary for the maintenance and operation of trucks, compressors, mixers and other rolling and mechanical equipment: | | |
| 7175 | Superintendent of Garage | 1 | $ 13,476. |
| 7107 | Automotive Parts Man | 2 | 4.40h |
| 7124 | Equipment Dispatcher | | 4.70h |
| 7185 | Foreman of Motor Truck Drivers | 5 | 5.20h |
| 7183 | Motor Truck Driver | | 4.70h |
| 7633 | Hoisting Engineer (in charge) | 1 | 6.30h |
| 7633 | Hoisting Engineer (as truck crane operator) | | 6.05h |
| 7633 | Hoisting Engineer (as combination back hoe and front end loader operator) | | 5.80h |
| 7633 | Hoisting Engineer (as high lift operator) | | 5.60h |
| 7633 | Hoisting Engineer | | 5.50h |
| 7631 | Hoisting Engineer Apprentice | | 4.65h |
| 7775 | Stationary Fireman | | 4.80h |
| | (Effective July 1) | | 5.40h |
| 9405 | Washer and Greaser | | 4.40h |
| | **Automobile Allowance—schedule rate** | | |
| 6755 | Expenditures are authorized for payment of compensation for the use of personally owned automobiles authorized under appropriations for the Bureau of Electricity when such expenditures are properly chargeable to the Electrical Construction Capital Account and are to be reimbursed from appropriations of City funds, from funds of other governmental agencies or by private persons. | | |
| | Expenditures are authorized to be made for compensation for use of personally owned automobiles by: | | |
| | Assistant Electrical Engineer | | |
| | Assistant Electrical Construction Engineer | 9 | |
| | Superintendent and Engineer | | |
| | Superintendent of Garage | 1 | |
| | Electrical Engineer in Charge | 3 | |
| | Junior Electrical Engineer | | |
| | General Foreman of Linemen | 1 | |
| | Foreman of Linemen | | |
| | Foreman of Electrical Mechanics | 1 | |
| | Electrical Mechanics | 6 | |
| | Electrical Construction Inspector I | | |
| | Electrical Construction Inspector II | | |

## Department of Streets and Sanitation—*Continued*

### BUREAU OF ELECTRICITY—Continued

### ELECTRICAL CONSTRUCTION CAPITAL ACCOUNT—Continued

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **Automobile Allowance—schedule rate—Continued** | | |
| | Electrical Estimator I | | |
| | Electrical Estimator II | | |
| | Electrical Estimator III | | |
| | Electrical Repairer of Circuits | | |
| | Telegraph Repairer | | |
| | Assistant Telegraph Repairer | | |
| | Electrical Engineer II | | |
| | Foreman of Cable Splicers | 1 | |
| | Lamp Maintenance Man | | |
| | Electrical Engineering Draftsman II | | |
| | Electrical Engineer III | | |
| | Electrical Engineer IV | | |
| | Electrical Engineer V | | |
| | Electrical Survey Man I | | |
| | Electrical Survey Man II | | |
| | Electrical Survey Man III | | |
| | Electrical Survey Man IV | | |

## Department of Streets and Sanitation—*Continued*

### BUREAU OF ELECTRIC WIRING AND REPAIR

### ELECTRIC SERVICE ACCOUNT

The Electric Service Account is established for the purpose of purchasing and maintaining a stock of material and supplies used in the installation, maintenance and repair of electrical equipment, appliances and fixtures, and for the purpose of furnishing services to install, maintain or repair electrical equipment, appliances and fixtures for any department of the City government, including subway lighting but exclusive of City street lighting and police and fire alarm systems under the jurisdiction of the Department of Streets and Sanitation, the expense of which is to be reimbursed from appropriations of City funds, from funds of other governmental agencies or by private persons.

This account shall be maintained and used subject to the conditions and limitations of Sections 7-24.1 to 7-24.10 of the Municipal Code of Chicago and the conditions and limitations herein set forth.

Charges shall be based upon the total direct cost plus twenty per cent of the direct labor cost and plus seven per cent of the cost of materials and supplies.

Expenditures are authorized for the following items and are to be charged as overhead expense:

Office supplies and stationery, equipment, tools, instruments and charges and expense for maintaining a stock of material and supplies.

### POSITIONS AND SALARIES

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **ADMINISTRATION—6511** | | |
| 5045 | Superintendent Bureau of Electric Wiring and Repair | 1 | $ 24,228. |
| 5046 | Assistant Superintendent of Electric Wiring and Repair | 1 | 19,932. |
| 0150 | Office Manager | 1 | 10,560. |
| 0423 | Head Clerk | 2 | 9,564. |
| 0403 | Senior Clerk | 1 | 7,500. |
| 0401 | Junior Clerk | 2 | 5,340. |
| 0825 | Principal Stenographer | 1 | 6,480. |
| 0821 | Junior Stenographer | 1 | 5,604. |
| 0836 | Senior Typist | 2 | 5,340. |
| 5811 | Electrical Engineer I | 1 | 9,564. |
| 1813 | Senior Storekeeper | 1 | 6,804. |
| 1811 | Storekeeper | 1 | 9,564. |
| 0161 | Timekeeper | 1 | 6,480. |

## Department of Streets and Sanitation—*Continued*
### BUREAU OF ELECTRIC WIRING AND REPAIR—Continued
### ELECTRIC SERVICE ACCOUNT—Continued
### POSITIONS AND SALARIES—Continued

Expenditures are authorized for the following items and are to be charged as direct expense: Material and supplies, truck and other services, and other direct costs.

| Code | Positions | No. | Rate |
|---|---|---|---|
| **ELECTRICAL INSTALLATION AND REPAIR—6512** | | | |
| 5040 | Foreman of Electrical Mechanics—in Charge | 5 | $ 1,515.00m |
| 5040 | Foreman of Electrical Mechanics | | 1,423.50m |
| 5036 | Electrical Mechanic (Sub-Foreman) | | 7.60h |
| 5035 | Electrical Mechanic | | 7.00h |
| 5035 | Electrical Mechanic | | 1,258.50m |
| 5035 | Electrical Mechanic | | 1,165.00m |
| 7183 | Motor Truck Driver | | 4.70h |
| 9528 | Laborer—(B of E) | | 4.75h |
| 4265 | Watchman | | 3.20h |
| **RADIO COMMUNICATIONS AND REPAIR DIVISION—6514** | | | |
| 5040 | Foreman of Electrical Mechanics—in Charge | 1 | 1,515.00m |
| 5036 | Electrical Mechanic (Sub-Foreman) | | 7.60h |
| 5035 | Electrical Mechanic | | 7.00h |
| 7126 | Chief Equipment Dispatcher | 1 | 11,100. |
| 7124 | Equipment Dispatcher | | 4.70h |

## Department of Streets and Sanitation—*Continued*

### BUREAU OF ELECTRIC WIRING AND REPAIR—Continued
### ELECTRIC SERVICE ACCOUNT—Continued
### POSITIONS AND SALARIES—Continued

The following employes, as needed, are authorized to be employed when requested by the head of the department concerned to relieve regular employes during vacation period and on regular work assignments. Employes so assigned are to be carried on the Electric Service Account payroll and are to be charged direct to the appropriation account of the department to which the men are assigned, including the pro-rata charge for vacation time to which employes may be entitled by ordinance:

| Code | Positions | No. | Rate |
|---|---|---|---|
| **5035** | **Electrical Mechanic** | | $ 1,258.50m |
| **5035** | **Electrical Mechanic** | | 1,165.00m |
| | **Automobile Allowance—schedule rate** | | |
| 6755 | Compensation for use of personally owned automobiles by: | | |
| | Assistant Superintendent of Electric Wiring and Repair | 1 | |
| | Foreman of Electrical Mechanics | | |
| | Electrical Mechanic (Sub-Foreman) | | |
| | Electrical Mechanics, when transporting material | | |

100-Corporate Fund

# BOARD OF LOCAL IMPROVEMENTS

## DISTRIBUTION OF APPROPRIATIONS BY ORGANIZATIONAL ACTIVITIES

| CODE | ORGANIZATIONAL ACTIVITY | Year | Number of Positions | Personal Services | Contractual Services | Travel | Commodities | Contingencies | Specific Purposes | Total Operating Expense | Capital Outlay | Total Appropriation |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **5911** | Administrative and Clerical | 1970 | 9 | $ 83,582 | $ 13,800 | $ 400 | $ 5,500 | ............ | ............ | $ 103,282 | $ 2,500 | $ 105,782 |
| | | 1969 | 9 | 79,922 | 13,800 | 400 | 5,500 | ............ | ............ | 99,622 | 2,500 | 102,122 |
| **5912** | Improvement Engineering Services | 1970 | 17 | 212,644 | 5,500 | 1,914 | 5,750 | ............ | ............ | 225,808 | ............ | 225,808 |
| | | 1969 | 14 | 167,855 | 5,500 | 1,914 | 5,750 | ............ | ............ | 181,019 | ............ | 181,019 |
| **5914** | Supervision of Improvement Construction | 1970 | 39 | 397,280 | 6,500 | 6,283 | ............ | ............ | ............ | 410,063 | ............ | 410,063 |
| | | 1969 | 40 | 358,203 | 6,500 | 6,283 | ............ | ............ | ............ | 370,986 | ............ | 370,986 |
| **5916** | Administration of Special Assessments | 1970 | 33 | 291,241 | 5,000 | 1,803 | ............ | ............ | ............ | 298,044 | ............ | 298,044 |
| | | 1969 | 39 | 319,074 | 5,000 | 1,803 | ............ | ............ | ............ | 325,877 | ............ | 325,877 |
| | Totals | 1970 | 98 | $ 984,747 | $ 30,800 | $10,400 | $ 11,250 | | | $1,037,197 | $ 2,500 | $1,039,697 |
| | | 1969 | 102 | $ 925,054 | $ 30,800 | $10,400 | $ 11,250 | | | $ 977,504 | $ 2,500 | $ 980,004 |

100-Corporate Fund

## Board of Local Improvements—*Continued*

### PERFORMANCE DATA

| | | WORK UNITS | | | | PERSONNEL | | | | | | OPERATING COSTS | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Number | | | Number | | Man-Hours | | Man-Hours Per-Unit | | Total for Year | | Av. Cost Per-Unit | |
| CODE | ACTIVITY AND SUB-ACTIVITY | Name | Est. 1970 | Budget 1969 | Act. 1968 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 |
| **5911** | **Administration:** | | ........ | ........ | ........ | 9 | 9 | 16,380 | 16,380 | ........ | ........ | $ 103,282 | $ 99,622 | ........ | ........ |
| **5912** | **Improvement Engineering Services:** | | ........ | ........ | ........ | 17 | 14 | 30,940 | 25,480 | ........ | ........ | 225,808 | 181,019 | ........ | ........ |
| **01** | **Supervisory and clerical** | | ........ | ........ | ........ | 4 | 4 | 7,280 | 7,280 | ........ | ........ | 68,190 | 68,176 | ........ | ........ |
| **02** | **Designing improvements** | Project | 800 | 800 | 700 | 13 | 10 | 23,660 | 18,200 | 29.57 | 20.28 | 157,618 | 112,843 | $197.02 | $141.05 |
| **5914** | **Supervision of Improvement Construction:** | | ........ | ........ | ........ | 39 | 40 | 70,980 | 72,800 | ........ | ........ | 410,063 | 370,986 | ........ | ........ |
| **01** | **Supervisory and clerical** | | ........ | ........ | ........ | 1 | 1 | 1,820 | 1,820 | ........ | ........ | 18,804 | 17,118 | ........ | ........ |
| **02** | **Supervising street construction** | Mile | 25 | 25 | 16 | 13 | 15 | 23,660 | 27,300 | 946.4 | 1,092.0 | 165,804 | 170,246 | 6,632 | 6,810 |
| **03** | **Supervising alley construction** | Mile | 30 | 30 | 28 | 17 | 16 | 30,940 | 29,120 | 1,031.3 | 970.7 | 148,744 | 117,703 | 5,034 | 3,923 |
| **04** | **Supervising sidewalk construction** | Sq. Ft. | 250,000 | 300,000 | 123,604 | 8 | 8 | 14,560 | 14,560 | .582 | .485 | 76,711 | 65,919 | .30 | .22 |
| **5916** | **Administration of Special Assessments:** | | ........ | ........ | ........ | 33 | 39 | 60,060 | 70,980 | ........ | ........ | 298,044 | 325,877 | ........ | ........ |
| **01** | **Supervisory and clerical** | | ........ | ........ | ........ | 19 | 23 | 34,580 | 41,860 | ........ | ........ | 186,000 | 206,013 | ........ | ........ |
| **02** | **Preparing assessment ordinances** | Docket | 700 | 800 | 600 | 2 | 2 | 3,640 | 3,640 | 5.20 | 4.06 | 19,920 | 17,523 | 28.45 | 21.90 |
| **03** | **Filing special assessment rolls** | Roll | 700 | 800 | 600 | 5 | 7 | 9,100 | 12,740 | 13.00 | 15.93 | 40,404 | 50,077 | 57.72 | 62.60 |
| **04** | **Scrapping special assessment rolls** | Name | 700 | 700 | 500 | 7 | 7 | 12,740 | 12,740 | 18.20 | 18.20 | 51,720 | 52,264 | 73.88 | 74.66 |
| | **Total** | | | | | 98 | 102 | 178,360 | 185,640 | | | $1,037,197 | $ 977,504 | | |

100-Corporate Fund

## BOARD OF LOCAL IMPROVEMENTS

**The Board of Local Improvements was created under paragraph 84-6 Chapter 24, Illinois Revised Statutes for the purpose of carrying out the provisions of the Local Improvement Act, which act provides for construction of public improvements by Special Assessment.**

| Code | | Amounts Appropriated |
|---|---|---|
| **.005** | Salaries and Wages—on Payroll | $ 975,804. |
| **.015** | **Schedule Salary Adjustments** | 8,943. |
| ***5910.000** | **For Personal Services** | 984,747. |
| **.128** | Fees and Services | 10,000. |
| **.130** | Postage and Postal Charges | 4,000. |
| | Professional and Technical Services: | |
| **.148** | Testing and Inspecting | 800. |
| **.152** | Advertising | 11,500. |
| .157 | Rental of Equipment and Services | 4,500. |
| ***5910.100** | **For Contractual Services** | 30,800. |
| **.228** | Automobile Allowance—schedule rate | 8,400. |
| **.270** | Local Transportation | 2,000. |
| ***5910.200** | **For Travel** | 10,400. |
| .320 | Gasoline | 250. |
| .340 | Material and Supplies | 4,500. |
| .350 | Stationery and Office Supplies | 6,500. |
| ***5910.300** | **For Commodities** | 11,250. |
| ***5910.801** | **For expense incidental to the construction of public improvements** | 2,500. |
| | ***Total for Board of Local Improvements** | $ 1,039,697. |

### POSITIONS AND SALARIES

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **ADMINISTRATION—5911** | | |
| **9623** | **President, Board of Local Improvements** | 1 | $ 7,500. |
| **9624** | Vice-President, Board of Local Improvements | 1 | 6,000. |
| **9626** | Member, Board of Local Improvements | 3 | 6,000. |
| **0302** | Administrative Assistant II | 1 | 11,652. |
| | **Administrative and Clerical** | | |
| **1025** | **Superintendent of Special Assessments** | 1 | 19,932. |
| **0827** | Head Stenographer | 1 | 11,652. |
| **0825** | Principal Stenographer | 1 | 8,688. |
| | **Schedule Salary Adjustments** | | 158. |
| | | 9 | 83,582. |

## Board of Local Improvements—*Continued*

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **IMPROVEMENT ENGINEERING SERVICES—5912** | | |
| | **Supervisory and Clerical** | | |
| 5617 | Engineer of the Board of Local Improvements. | 1 | $ 23,076. |
| 5615 | Civil Engineer V | 1 | 19,932. |
| 5614 | Civil Engineer IV | 1 | 17,220. |
| 0403 | Senior Clerk | 1 | 7,872. |
| | **Designing and Estimating** | | |
| 5613 | Civil Engineer III | 1 | 11,652. |
| 5612 | Civil Engineer II | 1 | 10,560. |
| 5611 | Civil Engineer I | 1 | 12,840. |
| 5611 | Civil Engineer I | 1 | 9,564. |
| 6144 | Engineering Technician V | 1 | 13,476. |
| 6143 | Engineering Technician IV | 1 | 10,056. |
| 6142 | Engineering Technician III | 1 | 11,100. |
| 0423 | Head Clerk | 1 | 7,500. |
| | **Underground and Private Contract** | | |
| 5614 | Civil Engineer IV | 1 | 18,084. |
| 5611 | Civil Engineer I | 1 | 11,100. |
| 6142 | Engineering Technician III | 1 | 8,268. |
| | **Drafting** | | |
| 5752 | Map Draftsman II | 1 | 7,500. |
| 5762 | Civil Engineering Draftsman II | 1 | 11,100. |
| | Schedule Salary Adjustments | | 1,744. |
| | | 17 | 212,644. |
| | **SUPERVISION OF IMPROVEMENT CONSTRUCTION—5914** | | |
| | **Supervision** | | |
| 5614 | Civil Engineer IV | 1 | 18,084. |
| | **Survey Division** | | |
| 5613 | Civil Engineer III | 1 | 16,380. |
| 5611 | Civil Engineer I | 1 | 9,564. |
| 5612 | Civil Engineer II | 1 | 14,856. |
| 6142 | Engineering Technician III | 1 | 11,100. |
| | **Street and Alley Paving** | | |
| 5614 | Civil Engineer IV | 1 | 18,084. |
| 5613 | Civil Engineer III | 1 | 15,600. |
| 5612 | Civil Engineer II | 1 | 11,100. |
| 5611 | Civil Engineer I | 1 | 11,100. |
| 5751 | Map Draftsman I | 1 | 6,480. |
| 6144 | Engineering Technician V | 1 | 14,148. |
| 6143 | Engineering Technician IV | 2 | 10,056. |
| 6142 | Engineering Technician III | 1 | 12,840. |

## Board of Local Improvements—*Continued*

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **SUPERVISION OF IMPROVEMENT CONSTRUCTION—5914—Continued** | | |
| | **Street and Alley Paving—Continued** | | |
| 6142 | Engineering Technician III | 2 | $ 8,268. |
| 6141 | Engineering Technician II | 1 | 9,120. |
| 6141 | Engineering Technician II | 6 | 8,688. |
| 6141 | Engineering Technician II | 2 | 8,268. |
| 6141 | Engineering Technician II | 1 | 7,500. |
| 6141 | Engineering Technician II | 3 | 7,152. |
| 6141 | Engineering Technician II | 1 | 6,804. |
| 6140 | Engineering Technician I | 1 | 7,500. |
| | **Sidewalk Division** | | |
| 6143 | Engineering Technician IV | 1 | 14,856. |
| 6143 | Engineering Technician IV | 1 | 10,560. |
| 6143 | Engineering Technician IV | 1 | 10,056. |
| 6141 | Engineering Technician II | 1 | 9,120. |
| 6141 | Engineering Technician II | 1 | 8,688. |
| 6141 | Engineering Technician II | 2 | 7,152. |
| 6140 | Engineering Technician I | 1 | 7,500. |
| | **Schedule Salary Adjustments** | | 5,168. |
| | | 39 | 397,280. |
| | **ADMINISTRATION OF SPECIAL ASSESSMENTS—5916** | | |
| | **Supervising and Clerical** | | |
| 0106 | **Chief Clerk of Special Assessments** | 1 | 15,600. |
| 0426 | Assistant Chief Clerk | 1 | 9,120. |
| 0302 | Administrative Assistant II | 1 | 10,560. |
| 1001 | Assessor | 2 | 11,652. |
| 1001 | Assessor | 2 | 11,100. |
| 1001 | Assessor | 3 | 9,564. |
| 1001 | Assessor | 1 | 7,500. |
| 0123 | Assistant Chief Accountant of Special Assessments | 1 | 8,688. |
| 0421 | Principal Clerk | 1 | 9,564. |
| 0421 | Principal Clerk | 1 | 8,688. |
| 0823 | Senior Stenographer | 1 | 7,872. |
| 0823 | Senior Stenographer | 1 | 7,500. |
| 0821 | Junior Stenographer | 1 | 6,804. |
| 0836 | Senior Typist | 1 | 5,892. |
| 0836 | Senior Typist | 1 | 5,340. |
| | **Schedule Salary Adjustments** | | 1,121. |
| | | 19 | 178,445. |

## Board of Local Improvements—*Continued*

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **ADMINISTRATION OF SPECIAL ASSESSMENTS—5916—Continued** | | |
| | **Preparing Assessment Ordinances** | | |
| 0423 | Head Clerk | 1 | $ 11,652. |
| 0421 | Principal Clerk | 1 | 8,268. |
| | **Filing Special Assessment Rolls** | | |
| 0423 | Head Clerk | 1 | 10,560. |
| 0421 | Principal Clerk | 1 | 10,056. |
| 0401 | Junior Clerk | 1 | 6,804. |
| 0401 | Junior Clerk | 1 | 6,180. |
| 0836 | Senior Typist | 1 | 6,804. |
| | **Scrapping Special Assessment Rolls** | | |
| 6140 | Engineering Technician I | 2 | 7,500. |
| 1001 | Assessor | 1 | 10,056. |
| 1664 | Title Searcher | 1 | 7,500. |
| 1664 | Title Searcher | 1 | 6,804. |
| 1664 | Title Searcher | 2 | 6,180. |
| | Schedule Salary Adjustments | | 752. |
| | | 14 | 112,796. |
| | | 98 | $ 984,747. |
| | **Automobile Allowance—schedule rate** | | |
| 6755 | Compensation for use of personally owned automobiles by: | | |
| | Superintendent of Special Assessments | 1 | |
| | Assessor | 5 | |
| | Civil Engineer | 11 | |
| | Engineer of the Board of Local Improvements | 1 | |
| | Engineering Technician IV | 4 | |
| | | 22 | $ 8,400. |

100-Corporate Fund

# DEPARTMENT OF PUBLIC WORKS

## COMMISSIONER'S OFFICE

**The Commissioner of Public Works is in charge of all public places, property and buildings belonging to the City; the preparation of and execution of plans for subways, superhighways, bridges, street construction and reconstruction, off-street parking facilities, airport, sewers, waterworks, and other capital improvements. The maintenance of the basic map records of the City is an additional function of the office of the Commissioner.**

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**Thirty per cent of the amount expended hereunder to be reimbursed from the Water Fund as its proportionate share of this expense, as per section 7-14 of the Municipal Code of Chicago.**

| Code | | Amounts Appropriated |
|---|---|---|
| .005 | Salaries and Wages—on Payroll | $ 323,584. |
| .015 | Schedule Salary Adjustments | 3,866. |
| *6110.000 | **For Personal Services** | 327,450. |
| .130 | Postage and Postal Charges | 2,000. |
| | Professional and Technical Services: | |
| .147 | Surveys | 25,000. |
| .150 | Publications | 8,800. |
| .157 | Rental of Equipment and Services | 7,600. |
| .162 | Repair or Maintenance of Equipment | 500. |
| .166 | Subscriptions and Dues | 1,500. |
| .176 | Maintenance and Operation—City Owned Vehicles | 2,000. |
| *6110.100 | **For Contractual Services** | 47,400. |
| .245 | Reimbursement to Travelers | 6,000. |
| *6110.200 | **For Travel** | 6,000. |
| .350 | Stationery and Office Supplies | 5,000. |
| *6110.300 | **For Commodities** | 5,000. |
| *6110.700 | **For Contingencies** | 1,000. |
| | ***Total for Commissioner's Office** | $ 386,850. |

## Department of Public Works—*Continued*

### COMMISSIONER'S OFFICE—Continued

### POSITIONS AND SALARIES

| Code | Positions | No. | Rate |
|---|---|---|---|
| 9665 | Commissioner of Public Works | 1 | $ 32,500. |
| 5935 | Deputy Commissioner of Public Works | 1 | 27,000. |
| 5935 | Deputy Commissioner of Public Works | 1 | 21,984. |
| 5934 | Assistant Commissioner of Public Works | 1 | 24,228. |
| 5934 | Assistant Commissioner of Public Works | 1 | 20,928. |
| 5937 | Engineer of Public Works | 1 | 24,228. |
| 5904 | Administrative Engineer of Public Works | 1 | 16,380. |
| 0318 | Assistant to the Commissioner | 1 | 13,476. |
| 0737 | Director of Information | 1 | 12,240. |
| 0308 | Staff Assistant | 1 | 11,100. |
| 0302 | Administrative Assistant II | 1 | 12,840. |
| 0301 | Administrative Assistant I | 1 | 8,268. |
| 5654 | Engineer of Construction | 1 | 17,220. |
| 0810 | Executive Secretary II | 1 | 12,840. |
| 0809 | Executive Secretary I | 1 | 9,120. |
| 0809 | Executive Secretary I | 1 | 8,268. |
| 0805 | Secretary | 1 | 8,268. |
| 0805 | Secretary | 1 | 6,804. |
| 0421 | Principal Clerk | 1 | 7,872. |
| 0403 | Senior Clerk | 1 | 6,480. |
| 0401 | Junior Clerk | 1 | 4,848. |
| 0823 | Senior Stenographer | 1 | 6,180. |
| 0823 | Senior Stenographer | 1 | 5,892. |
| 0821 | Junior Stenographer | 1 | 4,620. |
|  | Schedule Salary Adjustments |  | 3,866. |
|  |  | 24 | $ 327,450. |

100-Corporate Fund

# DEPARTMENT OF PUBLIC WORKS

## BUREAU OF ENGINEERING

**The** Bureau of Engineering has control of the planning, design and construction of all capital improvement projects undertaken by the City of Chicago. It also has supervision over the maintenance of bridges.

| Code | | Amounts Appropriated |
|---|---|---|
| .005 | Salaries and Wages of employes as authorized under Engineering Revolving Fund | $ 100,000. |
| *6210.000 | **For Personal Services** | 100,000. |
| .125 | Office and Building Services | 2,400. |
| .126 | Office Conveniences | 400. |
| .130 | Postage and Postal Charges | 1,000. |
| .149 | Other Professional and Technical Services | 65,200. |
| .150 | Publications | 3,500. |
| .162 | Repair or Maintenance of Equipment | 100. |
| .166 | Subscriptions and Dues | 275. |
| .169 | Technical Meeting Costs | 225. |
| .176 | Maintenance and Operation—City Owned Vehicles | 1,000. |
| *6210.100 | **For Contractual Services** | 74,100. |
| .245 | Reimbursement to Travelers | 350. |
| .270 | Local Transportation | 50. |
| *6210.200 | **For Travel** | 400. |
| .340 | Material and Supplies | 1,000. |
| .350 | Stationery and Office Supplies | 1,500. |
| *6210.300 | **For Commodities** | 2,500. |
| .422 | Office Machines | 500. |
| .424 | Furniture and Furnishings | 500. |
| .450 | Vehicles | 4,000. |
| *6210.400 | **For Equipment** | 5,000. |
| *6210.801 | Maintenance of Chicago Freight Tunnel | 40,000. |
| *6210.802 | For Investment in Engineering Revolving Fund | 250,000. |
| | ***Total for Bureau of Engineering—General** | $ 472,000. |

## Department of Public Works—*Continued*

### BUREAU OF ENGINEERING—Continued

| Code | | Amounts Appropriated |
|---|---|---|
| | **BRIDGE MAINTENANCE** | |
| .005 | Salaries and Wages of employes authorized under Engineering Revolving Fund. . $ | 80,000. |
| *6250.000 | For Personal Services . . . . . . . . . . . . . . . . . | 80,000. |
| .125 | Office and Building Services. . . . . . . . . . . . . | 2,500. |
| .130 | Postage and Postal Charges. . . . . . . . . . . . . . | 1,000. |
| | Professional and Technical Services: | |
| .144 | Engineering . . . . . . . . . . . . . . . . . . . . . . . . . | 7,000. |
| .155 | Rental of Property. . . . . . . . . . . . . . . . . . . . . | 700. |
| .160 | Repair or Maintenance of Property (Repairs to Bridges). . . . . . . . . . . . . . . . . | 270,000. |
| .160 | Repair or Maintenance of Property (Painting of Bridges). . . . . . . . . . . . . . . . . | 30,000. |
| .160 | Repair or Maintenance of Property (For repair of damages to bridges, viaducts or other city property under control of Bureau of Engineering caused by others than City Departments. The Corporate Fund shall be reimbursed for all expense incurred, including the total cost of furnishing material and services, including for overhead and incidental expenses at a rate approved by the Comptroller.) . . . . . . . . . . . . . . . . . . . . . . . . . . . | 100,000. |
| .160 | Repair or Maintenance of Property (For repair and maintenance of W. Congress Street Bridge, as per agreement between the City and State of Illinois. The Corporate Fund shall be reimbursed by warrants for collection for all expense incurred) . . . . . . . . . . . . . . . . . . . . . . . . . | 60,000. |
| .160 | Repair or Maintenance of Property (Maintenance of navigation lights at fixed bridges) . . . . . . . . . . . . . . . . . . . . . . . . . | 1,000. |
| .160 | Repair or Maintenance of Property (For repair and maintenance of John F. Kennedy Expressway Feeder Bascule Bridge over North Branch of the Chicago River, as per agreement between the City and State of Illinois. The Corporate Fund shall be reimbursed by Warrants for Collection of all expense incurred.). . . . . | 60,000. |
| .162 | Repair or Maintenance of Equipment. . . . . . | 1,400. |
| .176 | Maintenance and Operation— City owned vehicles . . . . . . . . . . . . . . . . . | 1,500. |
| .182 | Heat, Light and Power (Public). . . . . . . . . . | 700. |
| .186 | Telephone . . . . . . . . . . . . . . . . . . . . . . . . . . . | 300. |
| *6250.100 | **For Contractual Services**. . . . . . . . . . . . . . . | 536,100. |

## Department of Public Works—*Continued*

### BUREAU OF ENGINEERING—Continued

| Code | | Amounts Appropriated |
|---|---|---|
| | **BRIDGE MAINTENANCE—Continued** | |
| .228 | Automobile Allowance—schedule rate (as authorized under Engineering Revolving Fund) | $ 2,640. |
| ***6250.200** | **For Travel** | 2,640. |
| .340 | Material and Supplies | 6,000. |
| .350 | Stationery and Office Supplies | 4,000. |
| ***6250.300** | **For Commodities** | 10,000. |
| .450 | Vehicles | 7,500. |
| *6250.400 | **For Equipment** | 7,500. |
| | ***Total for Bridge Maintenance** | 636,240. |
| | ***Total for Bureau of Engineering** | $ 1,108,240. |

## Department of Public Works—*Continued*

### ENGINEERING REVOLVING FUND

The Engineering Revolving Fund is established for the purpose of doing the necessary work in connection with the engineering, inspection and supervision of projects under the jurisdiction or supervision of the Department of Public Works of the City of Chicago, the expense of which is to be reimbursed from appropriations of the City funds, from funds of other governmental agencies or by private persons.

This account shall be maintained and used subject to the conditions and limitations of Section 7-24.1 to 7-24.10 of the Municipal Code of Chicago and to the conditions and limitations herein set forth.

Charges shall be based on the total cost of furnishing the services including not to exceed twenty percent for overhead and incidental expenses, provided that the engineering and drafting furniture, machinery and equipment used in the furnishing of services shall be charged for at fair rates as established by the department, subject to the approval of the Comptroller. Such rates for furniture and equipment used in furnishing of services shall be determined and shall be adjusted from time to time on the basis of actual cost for furnishing the use of such equipment, which cost shall include expense incidental to the maintenance and operation of such equipment and furniture and an appropriate charge for depreciation. The rates or other basis as determined from time to time shall be reported to the Committee on Finance of the City Council showing the various details included as parts of the total rate or other basis.

A reserve for depreciation shall be set up for all charges for depreciation included in the costs. Amounts equivalent to the periodic charges for depreciation shall be transferred from the general cash of the Engineering Revolving Fund to a Depreciation Reserve Fund and expended therefrom for the replacement of equipment; including automotive equipment.

Expenditures are authorized for all items as may be necessary, as shall enter into or become a part of the cost of furnishing the services herein authorized.

Expenditures for salaries and wages, including increments for schedule salary adjustments, and compensation for use of personally-owned automobiles are limited to such positions, such number of positions, and rates of compensation as are specified hereunder.

Additional compensation of twenty-five cents per hour is authorized to be paid to employes during such periods as they may work under compressed air.

Overtime at established rates is authorized to be paid to employes.

### POSITIONS AND SALARIES

| Code | Positions | No. | Rate |
|---|---|---|---|
| 5926 | Chief Engineer | 1 | $ 29,500. |
| 5921 | Assistant Chief Engineer—Design | 1 | 23,076. |
| 5924 | Assistant Chief Engineer—Construction | 1 | 25,452. |
| 5922 | Assistant Chief Engineer—Operation | 1 | 24,228. |
| 5923 | Assistant Chief Engineer—Administration | 1 | 25,452. |
| 5605 | Chief Bridge Engineer | 1 | 23,076. |
| 5603 | Assistant Chief Bridge Engineer | 1 | 24,228. |
| 5601 | Bridge Design Engineer | 1 | 15,600. |
| 5607 | Bridge Planning Engineer | 1 | 21,984. |
| 5677 | Engineer of Structural Design | 2 | 21,984. |
| 5654 | Engineer of Construction | 1 | 23,076. |
| 5682 | Chief Transportation Engineer | 1 | 21,984. |
| 5679 | Transportation Engineer | 3 | 20,928. |
| 5679 | Transportation Engineer | 1 | 15,600. |
| 6060 | Mechanical Design Engineer | 1 | 18,984. |
| 5816 | Electrical Design Engineer | 1 | 21,984. |
| 5649 | Engineer of Estimates | 1 | 15,600. |
| 5635 | Right-of-Way Engineer | 1 | 15,600. |
| 1670 | Right-of-Way Agent II | 1 | 15,600. |
| 1674 | Right-of-Way Agent I | 1 | 15,600. |
| 1671 | Appraisal Reviewer | 1 | 12,240. |
| 5627 | Chief Research and Planning Engineer | 1 | 17,220. |
| 5632 | Coordinating Engineer II | 2 | 18,984. |
| 5630 | Coordinating Engineer I | 1 | 24,228. |
| 5630 | Coordinating Engineer I | 1 | 23,076. |
| 5630 | Coordinating Engineer I | 2 | 21,984. |
| 5630 | Coordinating Engineer I | 1 | 18,984. |
| 5630 | Coordinating Engineer I | 1 | 18,084. |

## Department of Public Works—*Continued*

### ENGINEERING REVOLVING FUND—Continued

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| 5630 | Coordinating Engineer I | 3 | $ 17,220. |
| 5628 | Soils Engineer | 1 | 15,600. |
| 5684 | Testing and Inspection Engineer | 1 | 18,984. |
| 5631 | Chief Records and Estimates Engineer | 1 | 18,984. |
| 5623 | Contract Engineer | 1 | 21,984. |
| 5629 | Chief Water and Sewer Design Engineer | 1 | 25,452. |
| 5652 | Engineer of Repair Operations | 1 | 21,984. |
| 5653 | Engineer of Operations | 1 | 24,228. |
| 5663 | Engineer of Sewer Design | 1 | 17,220. |
| 5647 | Engineer—Water Works Maintenance | 1 | 18,084. |
| 5648 | Engineer—Bridges and Viaduct Maintenance | 1 | 19,932. |
| 5980 | Utilities Coordinator | 1 | 14,148. |
| 1580 | Supervisor of Contracts | 1 | 19,932. |
| 5616 | Supervising Engineer | 1 | 20,928. |
| 5616 | Supervising Engineer | 3 | 19,932. |
| 5616 | Supervising Engineer | 2 | 18,984. |
| 5616 | Supervising Engineer | 1 | 15,600. |
| 5615 | Civil Engineer V | 6 | 19,932. |
| 5615 | Civil Engineer V | 5 | 18,984. |
| 5615 | Civil Engineer V | 1 | 18,084. |
| 5615 | Civil Engineer V | 3 | 17,220. |
| 5615 | Civil Engineer V | 3 | 16,380. |
| 5615 | Civil Engineer V | 2 | 15,600. |
| 5615 | Civil Engineer V | 9 | 14,148. |
| 5614 | Civil Engineer IV | 7 | 18,084. |
| 5614 | Civil Engineer IV | 4 | 17,220. |
| 5614 | Civil Engineer IV | 2 | 16,380. |
| 5614 | Civil Engineer IV | 6 | 15,600. |
| 5614 | Civil Engineer IV | 6 | 14,856. |
| 5614 | Civil Engineer IV | 4 | 14,148. |
| 5614 | Civil Engineer IV | 2 | 13,476. |
| 5614 | Civil Engineer IV | 13 | 12,840. |
| 5613 | Civil Engineer III | 12 | 16,380. |
| 5613 | Civil Engineer III | 3 | 15,600. |
| 5613 | Civil Engineer III | 1 | 14,856. |
| 5613 | Civil Engineer III | 2 | 14,148. |
| 5613 | Civil Engineer III | 5 | 13,476. |
| 5613 | Civil Engineer III | 2 | 12,840. |
| 5613 | Civil Engineer III | 6 | 12,240. |
| 5613 | Civil Engineer III | 16 | 11,652. |
| 5612 | Civil Engineer II | 2 | 14,856. |
| 5612 | Civil Engineer II | 2 | 14,148. |
| 5612 | Civil Engineer II | 1 | 13,476. |
| 5612 | Civil Engineer II | 1 | 12,240. |
| 5612 | Civil Engineer II | 6 | 11,652. |
| 5612 | Civil Engineer II | 1 | 11,100. |
| 5612 | Civil Engineer II | 20 | 10,560. |
| 5611 | Civil Engineer I | 2 | 12,840. |

## Department of Public Works—*Continued*

### ENGINEERING REVOLVING FUND—Continued

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| 5611 | Civil Engineer I | 1 | $ 12,240. |
| 5611 | Civil Engineer I | 2 | 11,100. |
| 5611 | Civil Engineer I | 4 | 10,560. |
| 5611 | Civil Engineer I | 12 | 10,056. |
| 5611 | Civil Engineer I | 16 | 9,564. |
| 5815 | Electrical Engineer V | 2 | 14,148. |
| 5814 | Electrical Engineer IV | 2 | 17,220. |
| 5814 | Electrical Engineer IV | 1 | 16,380. |
| 5814 | Electrical Engineer IV | 1 | 14,856. |
| 5814 | Electrical Engineer IV | 1 | 14,148. |
| 5814 | Electrical Engineer IV | 2 | 12,840. |
| 5813 | Electrical Engineer III | 1 | 16,380. |
| 5813 | Electrical Engineer III | 1 | 12,840. |
| 5813 | Electrical Engineer III | 2 | 11,652. |
| 5812 | Electrical Engineer II | 2 | 10,560. |
| 5811 | Electrical Engineer I | 3 | 9,564. |
| 6055 | Mechanical Engineer V | 1 | 19,932. |
| 6055 | Mechanical Engineer V | 2 | 14,148. |
| 6054 | Mechanical Engineer IV | 1 | 18,084. |
| 6054 | Mechanical Engineer IV | 1 | 16,380. |
| 6054 | Mechanical Engineer IV | 1 | 14,856. |
| 6054 | Mechanical Engineer IV | 2 | 12,840. |
| 6053 | Mechanical Engineer III | 1 | 15,600. |
| 6053 | Mechanical Engineer III | 2 | 14,856. |
| 6053 | Mechanical Engineer III | 2 | 13,476. |
| 6053 | Mechanical Engineer III | 8 | 11,652. |
| 6052 | Mechanical Engineer II | 1 | 14,856. |
| 6052 | Mechanical Engineer II | 1 | 14,148. |
| 6052 | Mechanical Engineer II | 1 | 11,100. |
| 6052 | Mechanical Engineer II | 3 | 10,560. |
| 6051 | Mechanical Engineer I | 1 | 10,560. |
| 6051 | Mechanical Engineer I | 2 | 9,564. |
| 5622 | Structural Engineer V | 4 | 19,932. |
| 5622 | Structural Engineer V | 3 | 18,984. |
| 5622 | Structural Engineer V | 4 | 18,084. |
| 5622 | Structural Engineer V | 1 | 16,380. |
| 5622 | Structural Engineer V | 1 | 15,600. |
| 5622 | Structural Engineer V | 2 | 14,148. |
| 5620 | Structural Engineer IV | 3 | 18,084. |
| 5620 | Structural Engineer IV | 1 | 16,380. |
| 5620 | Structural Engineer IV | 2 | 15,600. |
| 5620 | Structural Engineer IV | 1 | 14,856. |
| 5620 | Structural Engineer IV | 12 | 12,840. |
| 5619 | Structural Engineer III | 1 | 15,600. |
| 5619 | Structural Engineer III | 1 | 14,148. |
| 5619 | Structural Engineer III | 1 | 12,840. |
| 5619 | Structural Engineer III | 11 | 11,652. |
| 6133 | Engineer-In-Training | 15 | 6,180. |
| 6144 | Engineering Technician V | 1 | 14,148. |

100-Corporate Fund

## Department of Public Works—*Continued*

### ENGINEERING REVOLVING FUND—Continued

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| 6144 | Engineering Technician V | 4 | $ 12,240. |
| 6144 | Engineering Technician V | 1 | 11,652. |
| 6144 | Engineering Technician V | 8 | 11,100. |
| 6143 | Engineering Technician IV | 2 | 15,600. |
| 6143 | Engineering Technician IV | 2 | 14,856. |
| 6143 | Engineering Technician IV | 5 | 14,148. |
| 6143 | Engineering Technician IV | 4 | 13,476. |
| 6143 | Engineering Technician IV | 7 | 12,840. |
| 6143 | Engineering Technician IV | 2 | 12,240. |
| 6143 | Engineering Technician IV | 1 | 11,652. |
| 6143 | Engineering Technician IV | 2 | 11,100. |
| 6143 | Engineering Technician IV | 11 | 10,560. |
| 6143 | Engineering Technician IV | 8 | 10,056. |
| 6142 | Engineering Technician III | 2 | 12,840. |
| 6142 | Engineering Technician III | 1 | 11,652. |
| 6142 | Engineering Technician III | 3 | 11,100. |
| 6142 | Engineering Technician III | 1 | 10,560. |
| 6142 | Engineering Technician III | 2 | 10,056. |
| 6142 | Engineering Technician III | 8 | 9,564. |
| 6142 | Engineering Technician III | 3 | 9,120. |
| 6142 | Engineering Technician III | 1 | 8,688. |
| 6142 | Engineering Technician III | 10 | 8,268. |
| 6141 | Engineering Technician II | 1 | 10,560. |
| 6141 | Engineering Technician II | 1 | 9,564. |
| 6141 | Engineering Technician II | 4 | 9,120. |
| 6141 | Engineering Technician II | 3 | 8,688. |
| 6141 | Engineering Technician II | 1 | 7,872. |
| 6141 | Engineering Technician II | 10 | 7,152. |
| 6141 | Engineering Technician II | 12 | 6,804. |
| 6140 | Engineering Technician I | 3 | 7,500. |
| 6140 | Engineering Technician I | 1 | 6,804. |
| 6140 | Engineering Technician I | 5 | 6,180. |
| 6140 | Engineering Technician I | 10 | 5,892. |
| 6140 | Engineering Technician I | 19 | 5,604. |
| 5723 | Engineering Draftsman III | 2 | 11,100. |
| 5722 | Engineering Draftsman II | 1 | 11,100. |
| 5722 | Engineering Draftsman II | 1 | 10,056. |
| 5762 | Civil Engineering Draftsman II | 2 | 12,240. |
| 5762 | Civil Engineering Draftsman II | 1 | 11,100. |
| 5762 | Civil Engineering Draftsman II | 1 | 9,120. |
| 5762 | Civil Engineering Draftsman II | 1 | 8,688. |
| 5762 | Civil Engineering Draftsman II | 6 | 8,268. |
| 5761 | Civil Engineering Draftsman I | 2 | 9,564. |
| 5761 | Civil Engineering Draftsman I | 1 | 9,120. |
| 5761 | Civil Engineering Draftsman I | 1 | 7,152. |
| 5761 | Civil Engineering Draftsman I | 7 | 6,804. |
| 5784 | Electrical Engineering Draftsman II | 1 | 12,240. |
| 5784 | Electrical Engineering Draftsman II | 2 | 11,100. |
| 5784 | Electrical Engineering Draftsman II | 1 | 10,560. |
| 5784 | Electrical Engineering Draftsman II | 1 | 9,120. |
| 5784 | Electrical Engineering Draftsman II | 2 | 8,268. |

## Department of Public Works—*Continued*

### ENGINEERING REVOLVING FUND—Continued

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| 5783 | Electrical Engineering Draftsman I | 1 | $ 7,872. |
| 5783 | Electrical Engineering Draftsman I | 3 | 6,804. |
| 5789 | Mechanical Engineering Draftsman II | 1 | 12,840. |
| 5789 | Mechanical Engineering Draftsman II | 2 | 11,100. |
| 5789 | Mechanical Engineering Draftsman II | 2 | 10,560. |
| 5789 | Mechanical Engineering Draftsman II | 3 | 8,268. |
| 5787 | Mechanical Engineering Draftsman I | 3 | 6,804. |
| 5705 | Structural Engineering Draftsman II | 3 | 11,100. |
| 5705 | Structural Engineering Draftsman II | 1 | 10,560. |
| 5705 | Structural Engineering Draftsman II | 1 | 9,564. |
| 5705 | Structural Engineering Draftsman II | 1 | 8,688. |
| 5705 | Structural Engineering Draftsman II | 8 | 8,268. |
| 5709 | Structural Engineering Draftsman I | 2 | 7,152. |
| 5709 | Structural Engineering Draftsman I | 5 | 6,804. |
| 5955 | Safety Director | 1 | 12,840. |
| 8381 | Safety Inspector | 1 | 6,804. |
| 1770 | Program Coordinator | 1 | 10,056. |
| 5754 | Chief Graphic Artist | 1 | 14,148. |
| 5743 | Graphic Artist III | 1 | 9,564. |
| 5742 | Graphic Artist II | 1 | 7,500. |
| 5741 | Graphic Artist I | 1 | 6,180. |
| 5752 | Map Draftsman II | 1 | 7,152. |
| 5752 | Map Draftsman II | 2 | 6,804. |
| 5751 | Map Draftsman I | 1 | 9,120. |
| 0746 | Staff Writer | 1 | 9,564. |
| 0746 | Staff Writer | 1 | 9,120. |
| 1302 | Administrative Services Officer II | 1 | 18,084. |
| 0303 | Administrative Assistant III | 1 | 15,600. |
| 0303 | Administrative Assistant III | 1 | 12,840. |
| 0302 | Administrative Assistant II | 1 | 12,840. |
| 0302 | Administrative Assistant II | 1 | 12,240. |
| 0302 | Administrative Assistant II | 3 | 8,268. |
| 0301 | Administrative Assistant I | 2 | 9,120. |
| 0301 | Administrative Assistant I | 1 | 7,152. |
| 0742 | Public Information Assistant II | 1 | 8,268. |
| 0741 | Public Information Assistant I | 1 | 6,804. |
| 0731 | Information Attendant | 1 | 5,892. |
| 0731 | Information Attendant | 1 | 5,088. |
| 1168 | Systems Engineer | 1 | 12,840. |
| 1183 | Data Processing Systems Analyst I | 1 | 10,560. |
| 0660 | Computer Console Operator | 1 | 7,872. |
| 0609 | Data Transcriber | 1 | 5,892. |
| 0614 | Key Punch Operator | 2 | 5,604. |
| 0154 | Chief Accountant | 1 | 18,084. |
| 0104 | Accountant IV | 1 | 12,240. |

## Department of Public Works—*Continued*

### ENGINEERING REVOLVING FUND—Continued

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| 0104 | Accountant IV | 1 | $ 11,652. |
| 0103 | Accountant III | 1 | 10,560. |
| 0102 | Accountant II | 1 | 9,564. |
| 0101 | Accountant I | 1 | 9,120. |
| 0101 | Accountant I | 1 | 8,688. |
| 0121 | Head Accountant | 1 | 11,652. |
| 0121 | Head Accountant | 1 | 10,560. |
| 0147 | Principal Account Clerk | 2 | 6,480. |
| 0146 | Senior Account Clerk | 1 | 6,180. |
| 0146 | Senior Account Clerk | 2 | 5,604. |
| 0178 | Supervisor of Payrolls | 1 | 11,100. |
| 1383 | Personnel Technician III | 1 | 12,240. |
| 1725 | Research Assistant | 2 | 6,804. |
| 0426 | Assistant Chief Clerk | 1 | 11,652. |
| 0423 | Head Clerk | 4 | 11,652. |
| 0423 | Head Clerk | 3 | 10,560. |
| 0423 | Head Clerk | 1 | 10,056. |
| 0423 | Head Clerk | 2 | 8,688. |
| 0423 | Head Clerk | 2 | 7,500. |
| 0421 | Principal Clerk | 2 | 9,564. |
| 0421 | Principal Clerk | 1 | 9,120. |
| 0421 | Principal Clerk | 1 | 8,688. |
| 0421 | Principal Clerk | 2 | 8,268. |
| 0421 | Principal Clerk | 1 | 6,804. |
| 0421 | Principal Clerk | 7 | 6,480. |
| 0403 | Senior Clerk | 1 | 8,268. |
| 0403 | Senior Clerk | 1 | 7,872. |
| 0403 | Senior Clerk | 1 | 7,152. |
| 0403 | Senior Clerk | 4 | 6,804. |
| 0403 | Senior Clerk | 2 | 6,480. |
| 0403 | Senior Clerk | 1 | 6,180. |
| 0403 | Senior Clerk | 3 | 5,892. |
| 0403 | Senior Clerk | 3 | 5,604. |
| 0403 | Senior Clerk | 5 | 5,340. |
| 0401 | Junior Clerk | 1 | 6,180. |
| 0401 | Junior Clerk | 2 | 5,340. |
| 0401 | Junior Clerk | 6 | 5,088. |
| 0401 | Junior Clerk | 5 | 4,848. |
| 0461 | Messenger Clerk | 4 | 4,620. |
| 0805 | Secretary | 2 | 10,560. |
| 0805 | Secretary | 2 | 9,564. |
| 0805 | Secretary | 2 | 9,120. |
| 0825 | Principal Stenographer | 1 | 10,056. |
| 0825 | Principal Stenographer | 1 | 8,688. |
| 0825 | Principal Stenographer | 4 | 7,872. |

## Department of Public Works—*Continued*

### ENGINEERING REVOLVING FUND—Continued

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| 0825 | Principal Stenographer | 1 | $ 6,804. |
| 0825 | Principal Stenographer | 2 | 6,480. |
| 0823 | Senior Stenographer | 1 | 7,872. |
| 0823 | Senior Stenographer | 1 | 7,500. |
| 0823 | Senior Stenographer | 1 | 6,480. |
| 0823 | Senior Stenographer | 2 | 6,180. |
| 0823 | Senior Stenographer | 5 | 5,892. |
| 0823 | Senior Stenographer | 5 | 5,604. |
| 0821 | Junior Stenographer | 1 | 5,340. |
| 0821 | Junior Stenographer | 1 | 5,088. |
| 0821 | Junior Stenographer | 7 | 4,848. |
| 0836 | Senior Typist | 1 | 7,500. |
| 0836 | Senior Typist | 1 | 7,152. |
| 0836 | Senior Typist | 3 | 6,804. |
| 0836 | Senior Typist | 3 | 5,892. |
| 0836 | Senior Typist | 5 | 5,604. |
| 0836 | Senior Typist | 3 | 5,340. |
| 0834 | Typist | 1 | 5,892. |
| 0834 | Typist | 4 | 5,340. |
| 0834 | Typist | 3 | 5,088. |
| 0834 | Typist | 6 | 4,848. |
| 0834 | Typist | 4 | 2.66h |
| 0657 | Multilith Operator | 1 | 5,088. |
| 0664 | Photostat Machine Operator | 1 | 4,620. |
| 0683 | Telephone Operator | 1 | 5,088. |
| 7103 | Equipment Coordinator | 1 | 9,120. |
| 6150 | Supervisor of Concrete Inspection | 1 | 13,476. |
| 4545 | Maintenance Inspector | 1 | 14,148. |
| 4545 | Maintenance Inspector | 2 | 11,100. |
| 1850 | Supervisor of Inventory Control I | 1 | 8,268. |
| 1805 | Stockhandler | 3 | 5,604. |
| 8315 | Mason Inspector | 1 | 1,019.50m |
| 5040 | Foreman of Electric Mechanics-In Charge | 1 | 1,515.00m |
| 5040 | Foreman of Electrical Mechanics | 3 | 1,423.50m |
| 6676 | Foreman of Machinists (2,080h) | 1 | 1,184.00m |
| 4301 | Carpenter (Sub-Foreman) | 1 | 6.55h |
| | Automobile Allowance—schedule rate | | |
| 6755 | Compensation for use of personally owned automobiles for not to exceed 11½ months by: | | |
| | Employes when assigned to the field | | |

100-Corporate Fund

# DEPARTMENT OF PUBLIC WORKS
## BUREAU OF MAPS AND PLATS

### DISTRIBUTION OF APPROPRIATIONS BY ORGANIZATIONAL ACTIVITIES

| CODE | ORGANIZATIONAL ACTIVITY | Year | Number of Positions | Personal Services | Contractual Services | Travel | Commodities | Contingencies | Specific Purposes | Total Operating Expense | Capital Outlay | Total Appropriation |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 6311 | **Administration** | 1970 | 4 | $ 51,628 | $ 5,200 | ........ | $ 1,420 | ........ | ........ | $ 58,248 | ........ | $ 58,248 |
| | | 1969 | 4 | 48,144 | 1,600 | ........ | 1,200 | ........ | ........ | 50,944 | ........ | 50,944 |
| 6812 | **Maintenance of Official Map Records** | 1970 | 15 | 124,792 | 5,100 | $ 500 | 1,800 | ........ | ........ | 132,192 | ........ | 132,192 |
| | | 1969 | 16 | 121,980 | 5,200 | 500 | 1,420 | ........ | ........ | 129,100 | ........ | 129,100 |
| | **Totals** | 1970 | 19 | $ 176,420 | $ 10,300 | $ 500 | $ 3,220 | | | $ 190,440 | | $ 190,440 |
| | | 1969 | 20 | $ 170,124 | $ 6,800 | $ 500 | $ 2,620 | | | $ 180,044 | | $ 180,044 |

### PERFORMANCE DATA

| | | | WORK UNITS | | | PERSONNEL | | | | | | OPERATING COSTS | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Number | | | Number | | Man-Hours | | Man-Hours Per-Unit | | Total for Year | | Av. Cost Per-Unit | |
| CODE | ACTIVITY AND SUB-ACTIVITY | Name | Est. 1970 | Budget 1969 | Act. 1968 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 |
| 6311 | **Administration:** | | ........ | ........ | ........ | 4 | 4 | 7,280 | 7,280 | ........ | ........ | $ 58,248 | $ 50,944 | ........ | ........ |
| 6312 | **Maintenance of Official Map Records:** | | ........ | ........ | ........ | 15 | 16 | 27,300 | 29,120 | ........ | ........ | 132,192 | 129,100 | ........ | ........ |
| 01 | **Preparing maps and atlas pages** | Page | 425 | 410 | 345 | 9 | 10 | 12,740 | 13,367 | 29.98 | 32.62 | 57,554 | 54,626 | $135.42 | $133.23 |
| 02 | **Posting of land subdivisions** | Page | 1,600 | 1,600 | 1,540 | 5 | 5 | 3,640 | 4,014 | 2.28 | 2.51 | 18,148 | 18,111 | 11.34 | 11.32 |
| 03 | **Preparing maps and charts** | Item | 950 | 900 | 905 | 3 | 3 | 910 | 1,001 | .96 | 1.11 | 4,732 | 4,784 | 4.98 | 5.32 |
| 04 | **Plats approved for record** | Plat | 275 | 275 | 210 | 2 | 2 | 1,092 | 1,274 | 3.97 | 4.63 | 6,625 | 6,891 | 24.09 | 25.06 |
| 05 | **Preparing ordinances and orders for vacations and dedications** | Item | 350 | 350 | 315 | 6 | 6 | 2,912 | 3,458 | 8.32 | 9.88 | 16,070 | 17,722 | 45.91 | 50.63 |
| 06 | **Issuing house number and legal description certificates** | Certificate | 9,000 | 9,000 | 8,722 | 2 | 2 | 2,366 | 2,366 | .26 | .26 | 10,217 | 9,354 | 1.14 | 1.04 |
| 07 | **Property titles and record searches made** | Search | 3,500 | 3,500 | 3,675 | 1 | 1 | 1,820 | 1,820 | .52 | .52 | 10,056 | 9,525 | 2.87 | 2.72 |
| 08 | **Making house number adjustments** | Adjustment | 2,700 | 2,500 | 2,615 | 1 | 1 | 1,820 | 1,820 | .71 | .73 | 8,790 | 8,087 | 3.25 | 3.23 |
| | **Total** | | | | | 19 | 20 | 34,580 | 36,400 | | | $ 190,440 | $ 180,044 | | |

100-Corporate Fund

# DEPARTMENT OF PUBLIC WORKS

## BUREAU OF MAPS AND PLATS

The Bureau approves plats of subdivisions, street and alley dedications and similar adjustments in real property parcels. It compiles and keeps up-to-date maps and the basic data required for simple and orderly legal description of real property parcels. It also prepares vacation and dedication ordinances, checks frontage consent petitions, assigns house numbers, issues house number and legal description certificates and prepares maps for other City agencies.

| Code | | Amounts Appropriated |
|---|---|---|
| .005 | Salaries and Wages—on Payroll | $ 174,420. |
| .015 | Schedule Salary Adjustments | 2,000. |
| *6310.000 | **For Personal Services** | 176,420. |
| .125 | Office and Building Services | 6,700. |
| .130 | Postage and Postal Charges | 100. |
| .150 | Publications | 3,500. |
| *6310.100 | **For Contractual Services** | 10,300. |
| .270 | Local Transportation | 500. |
| *6310.200 | **For Travel** | 500. |
| .320 | Gasoline | 120. |
| .350 | Stationery and Office Supplies | 3,100. |
| *6310.300 | **For Commodities** | 3,220. |
| | ***Total for Bureau of Maps and Plats** | $ 190,440. |

### POSITIONS AND SALARIES

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **ADMINISTRATION—6311** | | |
| 5776 | Superintendent of Maps | 1 | $ 18,984. |
| 5774 | Assistant Superintendent of Maps | 1 | 13,476. |
| 0421 | Principal Clerk | 1 | 10,056. |
| 0825 | Principal Stenographer | 1 | 8,688. |
| | Schedule Salary Adjustments | | 424. |
| | | 4 | 51,628. |
| | **MAP DIVISION—6312** | | |
| 5753 | Chief Map Draftsman | 1 | 11,100. |
| 5713 | Map Engineering Draftsman | 1 | 10,560. |
| 5752 | Map Draftsman II | 2 | 8,688. |
| 5752 | Map Draftsman II | 4 | 7,872. |
| 5752 | Map Draftsman II | 2 | 7,500. |
| 5752 | Map Draftsman II | 1 | 6,804. |
| 5751 | Map Draftsman I | 2 | 6,480. |
| 6182 | Engineering Aide II | 1 | 7,872. |
| 1666 | Title Expert | 1 | 10,056. |
| | Schedule Salary Adjustments | | 1,576. |
| | | 15 | 124,792. |
| | | 19 | $ 176,420. |

100-Corporate Fund

# DEPARTMENT OF PUBLIC WORKS

## BUREAU OF ARCHITECTURE AND BUILDING MAINTENANCE

## DISTRIBUTION OF APPROPRIATIONS BY ORGANIZATIONAL ACTIVITIES

| CODE | ORGANIZATIONAL ACTIVITY | Year | Number of Positions | Personal Services | Contractual Services | Travel | Commodities | Contingencies | Specific Purposes | Total Operating Expense | Capital Outlay | Total Appropriation |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 6411 | **Administration** | 1970 | 20 | $ 204,186 | $ 3,000 | $ 500 | $ 4,000 | ........ | ........ | $ 211,686 | ........ | $ 211,686 |
| | | 1969 | 20 | 186,328 | 3,000 | 500 | 4,000 | ........ | ........ | 193,828 | ........ | 193,828 |
| 6412 | **Provision of Architectural Services** | 1970 | 12 | 185,872 | 5,000 | 200 | 2,500 | ........ | ........ | 193,572 | ........ | 193,572 |
| | | 1969 | 13 | 173,640 | 5,000 | 200 | 2,500 | ........ | ........ | 181,340 | ........ | 181,340 |
| 6413 | **Telephone Service Division** | 1970 | 26 | 201,551 | 386,500 | ........ | ........ | ........ | ........ | 588,051 | ........ | 588,051 |
| | | 1969 | 27 | 185,832 | 364,500 | ........ | ........ | ........ | ........ | 550,332 | ........ | 550,332 |
| 6414 | **Building Maintenance and Repair—** | 1970 | .... | 2,077,638 | 104,800 | 14,345 | 213,566 | $ 5,000 | $ 33,000 | 2,448,349 | $ 148,348 | 2,596,697 |
| | **General** | 1969 | .... | 2,034,179 | 73,800 | 12,845 | 217,000 | 5,000 | 33,000 | 2,375,824 | 97,000 | 2,472,824 |
| 6421 | **City Hall** | 1970 | 122 | 1,047,361 | 190,000 | ........ | 51,000 | ........ | 56,000 | 1,344,361 | 349,500 | 1,693,861 |
| | | 1969 | 125 | 972,167 | 137,500 | ........ | 89,000 | ........ | 53,000 | 1,251,667 | 49,500 | 1,301,167 |
| 6422 | **Chicago Police Headquarters** | 1970 | 93 | 806,950 | 116,000 | ........ | 60,500 | ........ | 40,500 | 1,023,950 | 8,500 | 1,032,450 |
| | | 1969 | 95 | 747,253 | 116,000 | ........ | 58,500 | ........ | 40,500 | 962,253 | 8,500 | 970,753 |
| 6424 | **Hubbard Street Building** | 1970 | 39 | 365,743 | 27,000 | ........ | 29,250 | ........ | 12,000 | 433,993 | 3,500 | 437,493 |
| | | 1969 | 40 | 333,349 | 25,500 | ........ | 25,750 | ........ | ........ | 384,599 | 3,500 | 388,099 |
| 6425 | **Board of Health Clinic** | 1970 | 11 | 100,015 | 5,500 | ........ | 7,500 | ........ | ........ | 113,015 | ........ | 113,015 |
| | | 1969 | 11 | 90,934 | 5,500 | ........ | 6,500 | ........ | ........ | 102,934 | ........ | 102,934 |
| 6426 | **Central Office Building** | 1970 | 84 | 734,638 | 106,000 | ........ | 65,500 | ........ | 34,000 | 940,138 | 5,250 | 945,388 |
| | | 1969 | 85 | 674,478 | 103,500 | ........ | 65,500 | ........ | 32,500 | 875,978 | 5,250 | 881,228 |
| 6429 | **Municipal Heating Plant** | 1970 | 38 | 385,968 | 53,550 | 500 | 328,900 | 10,000 | 30,000 | 808,418 | 15,000 | 823,918 |
| | | 1969 | 34 | 333,373 | 53,400 | 500 | 252,900 | 10,000 | ........ | 650,173 | 15,000 | 665,173 |
| | **Totals** | 1970 | | $6,109,922 | $ 997,350 | $15,545 | $ 762,716 | $ 15,000 | $ 205,500 | $8,106,033 | $ 530,098 | $8,636,131 |
| | | 1969 | | $5,731,533 | $ 887,700 | $14,045 | $ 721,650 | $ 15,000 | $ 159,000 | $7,528,928 | $ 178,750 | $7,707,678 |

## Department of Public Works—*Continued*

### BUREAU OF ARCHITECTURE AND BUILDING MAINTENANCE—Continued

### PERFORMANCE DATA

| | | WORK UNITS | | | | PERSONNEL | | | | | | OPERATING COSTS | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Number | | | Number | | Man-Hours | | Man-Hours Per-Unit | | Total for Year | | Av. Cost Per-Unit | |
| CODE | ACTIVITY AND SUB-ACTIVITY | Name | Est. 1970 | Budget 1969 | Act. 1968 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 |
| **6411** | **Administration:** | | | | | 20 | 20 | 36,400 | 36,400 | | | $ 211,686 | $ 193,828 | | |
| **6412** | **Provision of Architectural Services:** | | | | | 12 | 13 | 21,840 | 23,660 | | | 193,572 | 181,340 | | |
| **6413** | **Telephone Service Division:** | | | | | 26 | 27 | 47,320 | 49,140 | | | 588,051 | 550,332 | | |
| **6414** | **Building Maintenance and Repair—General:** | | | | | .... | .... | 361,263 | 354,135 | | | 2,448,349 | 2,375,824 | | |
| **6420** | **Operation, Maintenance and Repair of Buildings Operated:** | | | | | | | | | | | | | | |
| 6421 | City Hall— | | | | | 122 | 125 | 254,600 | 263,168 | | | 1,344,361 | 1,251,667 | | |
| 01 | Building Engineering | | | | | 16 | 21 | 33,280 | 46,008 | | | 440,892 | 428,714 | | |
| 03 | Elevator Service | | | | | 10 | 10 | 20,800 | 20,800 | | | 132,302 | 120,494 | | |
| 04 | Window Washing | | | | | 6 | 6 | 12,480 | 12,480 | | | 53,842 | 54,387 | | |
| 05 | Janitorial Service | Square Feet | 574,633 | 574,633 | 574,633 | 90 | 88 | 188,040 | 183,880 | .33 | .32 | 717,325 | 648,072 | $ 1.25 | $ 1.13 |
| 6422 | Chicago Police Headquarters | | | | | 93 | 95 | 194,680 | 198,840 | | | 1,023,950 | 962,253 | | |
| 01 | Building Engineering | | | | | 16 | 16 | 34,760 | 34,760 | | | 360,424 | 335,162 | | |
| 02 | Elevator Service | | | | | 9 | 11 | 18,720 | 22,880 | | | 109,327 | 114,309 | | |
| 03 | Window Washing | | | | | 5 | 5 | 10,400 | 10,400 | | | 41,549 | 39,049 | | |
| 04 | Janitorial Service | Square Feet | 300,592 | 300,592 | 300,592 | 63 | 63 | 130,800 | 130,800 | .44 | .44 | 512,650 | 473,733 | 1.71 | 1.58 |

# Department of Public Works—*Continued*

## BUREAU OF ARCHITECTURE AND BUILDING MAINTENANCE—Continued

## PERFORMANCE DATA—Continued

| | | | WORK UNITS | | | PERSONNEL | | | | | | OPERATING COSTS | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Number | | | Number | | Man-Hours | | Man-Hours Per-Unit | | Total for Year | | Av. Cost Per-Unit | |
| CODE | ACTIVITY AND SUB-ACTIVITY | Name | Est. 1970 | Budget 1969 | Act. 1968 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 |
| 6424 | Hubbard Street— | | ........ | ........ | ........ | 39 | 40 | 83,168 | 85,248 | ........ | ........ | $ 433,993 | $ 384,599 | ........ | ........ |
| 01 | Building Engineering | | ........ | ........ | ........ | 15 | 15 | 33,248 | 33,248 | ........ | ........ | 248,084 | 199,273 | ........ | ........ |
| 02 | Elevator Service | | ........ | ........ | ........ | 5 | 6 | 10,400 | 12,480 | ........ | ........ | 34,484 | 36,712 | ........ | ........ |
| 03 | Window Washing | | ........ | ........ | ........ | 2 | 2 | 4,160 | 4,160 | ........ | ........ | 19,438 | 18,738 | ........ | ........ |
| 04 | Janitorial Service | Square Feet | 100,628 | 100,628 | 100,628 | 17 | 17 | 35,360 | 35,360 | .35 | .35 | 131,987 | 129,876 | $ 1.31 | $ 1.29 |
| 6425 | Board of Health Clinic— | | ........ | ........ | ........ | 11 | 11 | 22,880 | 22,880 | ........ | ........ | 113,015 | 102,934 | ........ | ........ |
| 01 | Building Engineering | | ........ | ........ | ........ | 5 | 5 | 10,400 | 10,400 | ........ | ........ | 65,355 | 59,194 | ........ | ........ |
| 02 | Janitorial Service | Square Feet | 58,776 | 58,776 | 58,776 | 6 | 6 | 12,480 | 12,480 | .21 | .21 | 47,660 | 43,740 | .81 | .74 |
| 6426 | Central Office Building— | | ........ | ........ | ........ | 84 | 85 | 176,136 | 178,216 | ........ | ........ | 940,138 | 875,978 | ........ | ........ |
| 01 | Building Engineering | | ........ | ........ | ........ | 18 | 18 | 38,856 | 38,856 | ........ | ........ | 373,950 | 346,407 | ........ | ........ |
| 03 | Elevator Service | | ........ | ........ | ........ | 1 | 2 | 2,080 | 4,160 | ........ | ........ | 40,930 | 45,192 | ........ | ........ |
| 04 | Window Washing | | ........ | ........ | ........ | 4 | 4 | 8,320 | 8,320 | ........ | ........ | 33,067 | 31,667 | ........ | ........ |
| 05 | Janitorial Service | Square Feet | 377,616 | 377,616 | 377,616 | 61 | 61 | 126,880 | 126,880 | .34 | .34 | 492,191 | 452,712 | 1.30 | 1.20 |
| 6429 | Municipal Heating Plant—operation | Million Lbs. of Steam | 400 | 400 | 400 | 38 | 34 | 65,832 | 62,856 | 165. | 157. | 808,418 | 650,173 | 2,022 | 1,625 |
| | Totals | | | | | | | 1,264,119 | 1,225,403 | | | $8,106,033 | $7,528,928 | | |

# DEPARTMENT OF PUBLIC WORKS

## BUREAU OF ARCHITECTURE AND BUILDING MAINTENANCE

The Bureau performs architectural work for the various City departments, as well as for the Municipal Tuberculosis Sanitarium and The Chicago Public Library. The Bureau is responsible for the general maintenance of all City buildings financed by the Corporate Fund. It operates six City buildings, furnishing custodial, mechanical and janitorial care for the City Hall, Central Office Building, Chicago Police Headquarters, Hubbard Street Building, Social Hygiene Clinic and Municipal Heating Plant. The Bureau operates the telephone switchboards of the City Hall and Central Office Building.

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**Twenty-five per cent of the amount appropriated for the City Hall building to be reimbursed from the Water fund as its proportionate share of this expense, as per Section 7-14 of the Municipal Code of Chicago.**

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| Code | | Amounts Appropriated |
|---|---|---|
| | **ADMINISTRATION—6411** | |
| .005 | Salaries and Wages—on Payroll | $ 201,688. |
| .015 | Schedule Salary Adjustments | 2,498. |
| *6411.000 | **For Personal Services** | 204,186. |
| .130 | Postage and Postal Charges | 3,000. |
| *6411.100 | **For Contractual Services** | 3,000. |
| .270 | Local Transportation | 500. |
| *6411.200 | **For Travel** | 500. |
| .350 | Stationery and Office Supplies | 4,000. |
| *6411.300 | **For Commodities** | 4,000. |
| | ***Total for Administration** | $ 211,686. |
| **PROVISION OF ARCHITECTURAL SERVICES—6412** | | |
| .005 | Salaries and Wages—on Payroll | $ 175,704. |
| .015 | Schedule Salary Adjustments | 2,668. |
| .020 | Overtime | 7,500. |
| *6412.000 | **For Personal Services** | 185,872. |
| .125 | Office and Building Services | 1,500. |
| | Professional and Technical Services: | |
| .144 | Engineering | 3,500. |
| *6412.100 | **For Contractual Services** | 5,000. |
| .270 | Local Transportation | 200. |
| *6412.200 | **For Travel** | 200. |
| .350 | Stationery and Office Supplies | 2,500. |
| *6412.300 | **For Commodities** | 2,500. |
| | ***Total for Provision of Architectural Services** | $ 193,572. |
| | **TELEPHONE SERVICE DIVISION—6413** | |
| .005 | Salaries and Wages—on Payroll | $ 194,676. |
| .015 | Schedule Salary Adjustments | 1,875. |
| .025 | Vacation and Sick Relief | 5,000. |
| *6413.000 | **For Personal Services** | 201,551. |
| .149 | Technical Service: (Install Telephone Switchboard Equipment) | 30,000. |

## Department of Public Works—*Continued*

### BUREAU OF ARCHITECTURE AND BUILDING MAINTENANCE—Continued

| Code | | Amounts Appropriated |
|---|---|---|
| **TELEPHONE SERVICE DIVISION—6413—Continued** | | |
| .157 | Rental of Equipment and Services | $ 328,500. |
| .186 | Telephone (toll calls) | 28,000. |
| *6413.100 | **For Contractual Services** | 386,500. |
| | ***Total for Telephone Service Division** | $ 588,051. |
| **BUILDING MAINTENANCE AND REPAIR—GENERAL—6414** | | |
| .005 | Salaries and Wages—on Payroll | $ 2,077,454. |
| .015 | Schedule Salary Adjustments | 184. |
| *6414.000 | **For Personal Services** | 2,077,638. |
| .125 | Office and Building Services | 500. |
| | Professional and Technical Services: | |
| .148 | Testing and Inspecting | 2,000. |
| .157 | Rental of Equipment and Services | 6,000. |
| .160 | Repair or Maintenance of Property | 55,000. |
| .162 | Repair or Maintenance of Equipment | 35,000. |
| .182 | Heat, Light and Power (Public) | 5,300. |
| .186 | Telephone | 1,000. |
| *6414.100 | **For Contractual Services** | 104,800. |
| .228 | Automobile Allowance—schedule rate | 4,345. |
| .270 | Local Transportation | 10,000. |
| *6414.200 | **For Travel** | 14,345. |
| | Fuel: | |
| .320 | Gasoline | 2,000. |
| .340 | Material and Supplies | 209,566. |
| .375 | Tools (Unit Value Over $10.00) | 2,000. |
| *6414.300 | **For Commodities** | 213,566. |
| .410 | Equipment for Buildings | 20,000. |
| .440 | Machinery and Equipment | 10,000. |
| .450 | Vehicles | 5,000. |
| *6414.400 | **For Equipment** | 35,000. |
| .551 | Improvements on City owned buildings including labor and material | 65,000. |
| .552 | Rehabilitation of electric wiring system in City owned buildings including labor and material | 48,348. |
| *6414.500 | **For Permanent Improvements** | 113,348. |
| *6414.700 | **For Contingencies** | 5,000. |
| *6414.804 | Repairs to Exhibition Space (Navy Pier) | 5,000. |

## Department of Public Works—*Continued*

### BUREAU OF ARCHITECTURE AND BUILDING MAINTENANCE—Continued

| Code | | Amounts Appropriated |
|---|---|---|
| | **BUILDING MAINTENANCE AND REPAIR—GENERAL—6414—Continued** | |
| *6414.806 | Elevator Maintenance and Repair—City Owned Buildings | $ 8,000. |
| *6414.820 | Repairs or Replacing Roofing, City Owned Buildings | 20,000. |
| | ***Total for Building Maintenance and Repair—General** | $ 2,596,697. |
| | **OPERATION, MAINTENANCE AND REPAIR OF BUILDINGS OPERATED CITY HALL—6421** | |
| .005 | Salaries and Wages—on Payroll | $ 1,003,800. |
| .015 | Schedule Salary Adjustments | |
| .020 | Overtime | 10,431. |
| .025 | Vacation and Sick Relief | 33,130. |
| *6421.000 | **For Personal Services** | 1,047,361. |
| .125 | Office and Building Services | 10,000. |
| .160 | Repair or Maintenance of Property | 10,000. |
| .162 | Repair or Maintenance of Equipment | 20,000. |
| .174 | Hauling (Ashes and Debris) | 5,000. |
| .182 | Heat, Light and Power (Public) | 145,000. |
| *6421.100 | **For Contractual Services** | 190,000. |
| | Fuel: | |
| .340 | Material and Supplies | 50,000. |
| .370 | Small Tools (Unit Value not Exceeding $10.00) | 1,000. |
| *6421.300 | **For Commodities** | 51,000. |
| .440 | Machinery and Equipment | 4,500. |
| *6421.400 | **For Equipment** | 4,500. |
| .556 | Improvements in office space including labor and material | 325,000. |
| .560 | Rehabilitation of electric system | 20,000. |
| *6421.500 | **For Permanent Improvements** | 345,000. |
| *6421.806 | Elevator Maintenance and Repair | 56,000. |
| | ***Total for City Hall** | $ 1,693,861. |

100-Corporate Fund

## Department of Public Works—*Continued*

### BUREAU OF ARCHITECTURE AND BUILDING MAINTENANCE—Continued

| Code | | Amounts Appropriated |
|---|---|---|
| **CHICAGO POLICE HEADQUARTERS—6422** | | |
| .005 | Salaries and Wages—on Payroll | $ 778,662. |
| .015 | Schedule Salary Adjustments | 966. |
| .020 | Overtime | 5,000. |
| .025 | Vacation and Sick Relief | 22,322. |
| *6422.000 | **For Personal Services** | 806,950. |
| .125 | Office and Building Services | 5,000. |
| .160 | Repair or Maintenance of Property | 5,000. |
| .162 | Repair or Maintenance of Equipment | 10,000. |
| .174 | Hauling (Ashes and Debris) | 1,000. |
| .182 | Heat, Light and Power (Public) | 95,000. |
| *6422.100 | **For Contractual Services** | 116,000. |
| | Fuel: | |
| .314 | Fuel Oil | 20,000. |
| .340 | Material and Supplies | 40,000. |
| .370 | Small Tools (Unit Value not Exceeding $10.00) | 500. |
| *6422.300 | **For Commodities** | 60,500. |
| .440 | Machinery and Equipment | 3,500. |
| *6422.400 | **For Equipment** | 3,500. |
| .561 | Remodeling space | 5,000. |
| *6422.500 | **For Permanent Improvements** | 5,000. |
| *6422.806 | Elevator Maintenance and Repair | 40,500. |
| | ***Total for Chicago Police Headquarters** | $ 1,032,450. |
| **HUBBARD STREET BUILDING—6424** | | |
| .005 | Salaries and Wages—on Payroll | $ 358,243. |
| .025 | Vacation and Sick Relief | 7,500. |
| *6424.000 | **For Personal Services** | 365,743. |
| .125 | Office and Building Services | 2,500. |
| .160 | Repair or Maintenance of Property | 3,000. |
| .162 | Repair or Maintenance of Equipment | 5,000. |
| .174 | Hauling (Ashes and Debris) | 500. |
| .182 | Heat, Light and Power (Public) | 16,000. |
| *6424.100 | **For Contractual Services** | 27,000. |
| | Fuel: | |
| .312 | Coal | 9,000. |
| .340 | Material and Supplies | 20,000. |
| .370 | Small Tools (Unit Value not Exceeding $10.00) | 250. |
| *6424.300 | **For Commodities** | 29,250. |
| .440 | Machinery and Equipment | 3,500. |
| *6424.400 | **For Equipment** | 3,500. |
| *6424.805 | Repair or Replacement of Sidewalk | 12,000. |
| | ***Total for Hubbard Street Building** | $ 437,493. |

## Department of Public Works—*Continued*

### BUREAU OF ARCHITECTURE AND BUILDING MAINTENANCE—Continued

| Code | | Amounts Appropriated |
|---|---|---|
| | **BOARD OF HEALTH CLINIC—6425** | |
| .005 | Salaries and Wages—on Payroll.......... | $ 94,815. |
| .025 | Vacation and Sick Relief ................ | 5,200. |
| *6425.000 | **For Personal Services**................. | 100,015. |
| .160 | Repair or Maintenance of Property........ | 1,000. |
| .162 | Repair or Maintenance of Equipment...... | 1,000. |
| .174 | Hauling (Ashes and Debris)............. | 500. |
| .182 | Heat, Light and Power (Public).......... | 3,000. |
| *6425.100 | **For Contractual Services**.............. | 5,500. |
| | Fuel: | |
| .312 | Coal .............................. | 4,000. |
| .340 | Material and Supplies.................. | 3,500. |
| *6425.300 | **For Commodities** ..................... | 7,500. |
| | ***Total for Board of Health Clinic**.......... | $ 113,015. |
| | **CENTRAL OFFICE BUILDING—6426** | |
| .005 | Salaries and Wages—on Payroll.......... | $ 714,801. |
| .015 | Schedule Salary Adjustments ........... | 126. |
| .020 | Overtime ........................... | 3,000. |
| .025 | Vacation and Sick Relief................ | 16,711. |
| *6426.000 | **For Personal Services**................. | 734,638. |
| .125 | Office and Building Services............. | 13,000. |
| .160 | Repair or Maintenance of Property........ | 8,000. |
| .162 | Repair or Maintenance of Equipment...... | 17,500. |
| .182 | Heat, Light and Power (Public).......... | 67,500. |
| *6426.100 | **For Contractual Services**.............. | 106,000. |
| | Fuel: | |
| .314 | Fuel Oil ........................... | 30,000. |
| .340 | Material and Supplies.................. | 35,000. |
| .370 | Small Tools (Unit Value not Exceeding $10.00) ........................... | 500. |
| *6426.300 | **For Commodities** ..................... | 65,500. |
| .440 | Machinery and Equipment............... | 5,250. |
| *6426.400 | **For Equipment** ...................... | 5,250. |
| *6426.806 | Elevator and Escalator Maintenance and Repair ........................... | 34,000. |
| | ***Total for Central Office Building**........ | $ 945,388. |

100-Corporate Fund

## Department of Public Works—*Continued*

### BUREAU OF ARCHITECTURE AND BUILDING MAINTENANCE—Continued

| Code | | Amounts Appropriated |
|---|---|---|
| | **MUNICIPAL HEATING PLANT—6429** | |
| .005 | Salaries and Wages—On Payroll | $ 367,063. |
| .020 | Overtime | 2,500. |
| .025 | Vacation Relief and Sick Relief | 16,005. |
| .040 | Adjustment to Prevailing Rates of Per Diem Employes | 400. |
| *6429.000 | **For Personal Services** | 385,968. |
| .125 | Office and Building Services | 200. |
| | Professional and Technical Services: | |
| .144 | Engineering | 1,000. |
| .148 | Testing and Inspecting | 1,000. |
| .158 | Rental of Equipment and Services—City Owned | 2,000. |
| .160 | Repair or Maintenance of Property | 3,500. |
| .162 | Repair or Maintenance of Equipment | 7,500. |
| .175 | Transportation Charges (Exclusive of Travel) | 200. |
| .182 | Heat, Light and Power (Public) | 37,500. |
| .186 | Telephone | 650. |
| *6429.100 | **For Contractual Services** | 53,550. |
| .270 | Local Transportation | 500. |
| *6429.200 | **For Travel** | 500. |
| | Fuel: | |
| .312 | Coal | 290,000. |
| .340 | Material and Supplies | 18,000. |
| .350 | Stationery and Office Supplies | 400. |
| .360 | Repair Parts and Materials | 20,000. |
| .375 | Tools (Unit Value over $10.00) | 500. |
| *6429.300 | **For Commodities** | 328,900. |
| .410 | Equipment for Buildings | 5,000. |
| .440 | Machinery and Equipment | 10,000. |
| *6429.400 | **For Equipment** | 15,000. |
| *6429.700 | **For Contingencies** | 10,000. |
| *6429.808 | Engineering Costs of Conversion to Gas Heat | 30,000. |
| | ***Total for Municipal Heating Plant** | $ 823,918. |
| | ***Total for Bureau of Architecture** | $ 8,636,131. |

## Department of Public Works—*Continued*

### BUREAU OF ARCHITECTURE AND BUILDING MAINTENANCE—Continued

### POSITIONS AND SALARIES

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **ADMINISTRATION—6411** | | |
| 9695 | City Architect | 1 | $ 29,500. |
| 0340 | Assistant to City Architect | 1 | 13,476. |
| 0805 | Secretary | 1 | 9,564. |
| 0104 | Accountant IV | 1 | 13,476. |
| 0102 | Accountant II | 1 | 10,560. |
| 0302 | Administrative Assistant II | 1 | 8,268. |
| 0426 | Assistant Chief Clerk | 1 | 13,476. |
| 0426 | Assistant Chief Clerk | 1 | 12,240. |
| 0421 | Principal Clerk | 1 | 10,056. |
| 0421 | Principal Clerk | 1 | 8,688. |
| 0421 | Principal Clerk | 1 | 8,268. |
| 0421 | Principal Clerk | 1 | 7,500. |
| 0403 | Senior Clerk | 1 | 7,872. |
| 0403 | Senior Clerk | 1 | 6,480. |
| 0401 | Junior Clerk | 1 | 5,340. |
| 0401 | Junior Clerk | 1 | 5,088. |
| 0827 | Head Stenographer | 1 | 11,100. |
| 0836 | Senior Typist | 2 | 5,340. |
| 1813 | Senior Storekeeper | 1 | 10,056. |
| | **Schedule Salary Adjustments** | | 2,498. |
| | | 20 | 204,186. |
| | **PROVISION OF ARCHITECTURAL SERVICES—6412** | | |
| 5444 | Assistant City Architect | 1 | 23,076. |
| 5407 | Coordinating Architect II | 1 | 17,220. |
| 5408 | Coordinating Architect I | 1 | 15,600. |
| 5405 | Architect V | 1 | 19,932. |
| 5405 | Architect V | 1 | 16,380. |
| 5404 | Architect IV | 2 | 14,856. |
| 5403 | Architect III | 1 | 14,148. |
| 5403 | Architect III | 1 | 11,652. |
| 5402 | Architect II | 1 | 12,240. |
| 0805 | Secretary | 1 | 9,564. |
| 0657 | Multilith Operator | 1 | 6,180. |
| | **Schedule Salary Adjustments** | | 2,668. |
| | | 12 | 178,372. |
| | **TELEPHONE SERVICE DIVISION—6413** | | |
| 0695 | Telephone Service Supervisor | 1 | 12,840. |
| 0698 | Assistant Telephone Service Supervisor | 1 | 8,268. |
| 0689 | Supervisor of Communications | 1 | 12,840. |
| 0690 | Assistant Supervisor of Communications | 1 | 9,564. |
| 0685 | Assistant Chief Telephone Operator | 1 | 9,564. |
| 0683 | Telephone Operator | 6 | 7,500. |
| 0683 | Telephone Operator | 1 | 7,152. |
| 0683 | Telephone Operator | 2 | 6,804. |
| 0683 | Telephone Operator | 4 | 6,480. |
| 0683 | Telephone Operator | 4 | 6,180. |
| 0683 | Telephone Operator | 2 | 5,088. |
| 0731 | Information Attendant | 1 | 7,152. |

100-Corporate Fund

## Department of Public Works—*Continued*

### BUREAU OF ARCHITECTURE AND BUILDING MAINTENANCE—Continued

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| **TELEPHONE SERVICE DIVISION—6413—Continued** | | | |
| 0145 | Account Clerk | 1 | $ 7,872. |
| | Schedule Salary Adjustments | | 1,875. |
| | | 26 | 196,551. |
| | **BUILDING MAINTENANCE AND REPAIR—GENERAL—6414** | | |
| | **General Trades Section** | | |
| **4515** | **Superintendent of Building Repairs** | 1 | 18,984. |
| 1545 | Materials Expediter | 1 | 7,152. |
| 0403 | Senior Clerk | 1 | 5,340. |
| 4555 | General Foreman of Mechanical Trades (2,080h) | 1 | 1,400.00m |
| 4526 | General Foreman of General Trades (2,080h) | 2 | 1,264.00m |
| 4265 | Watchman | 3 | 538.00m |
| **4265** | **Watchman (Vacation Relief)** | (5m) | 538.00m |
| 4335 | Glazier | (4,080h) | 6.19h |
| **4301** | **Carpenter (Sub-Foreman)** | (4,080h) | 6.55h |
| **4301** | **Carpenter** | (32,640h) | 6.05h |
| **4401** | **Bricklayer (Sub-Foreman)** | (2,040h) | 6.90h |
| **4401** | **Bricklayer** | (8,160h) | 6.65h |
| **4435** | **Cement Finisher** | (720h) | 5.80h |
| 4465 | Tuck Pointer | (4,080h) | 6.40h |
| **4455** | **Plasterer** | (4,080h) | 6.00h |
| 9455 | Plasterer Helper | (4,080h) | 4.875h |
| 4460 | Lather | (2,080h) | 6.09h |
| 4505 | Asbestos Worker | (2,040h) | 6.15h |
| **4636** | **Foreman of Painters (255d) (2,040h)** | 1 | 6.81h |
| **4634** | **Painter (Sub-Foreman)** | (20,400h) | 6.36h |
| **4634** | **Painter** | (65,280h) | 5.65h |
| 4578 | Roofer (Sub-Foreman) | (2,040h) | 6.82h |
| **4578** | **Roofer** | (4,080h) | 6.32h |
| 4765 | Sprinkler Fitter (2,080h) | 1 | 1,090.50m |
| **4756** | **Foreman of Plumbers** | (2,248h) | 6.70h |
| **4754** | **Plumber (Sub-Foreman)** | (2,040h) | 6.50h |
| **4754** | **Plumber (2,184h)** | 10 | 1,128.50m |

## Department of Public Works—*Continued*
### BUREAU OF ARCHITECTURE AND BUILDING MAINTENANCE—Continued
### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **BUILDING MAINTENANCE AND REPAIR—GENERAL—6414—Continued** | | |
| | **General Trades Section—Continued** | | |
| 4754 | Plumber | (16,320h) | $6.20h |
| 4776 | Foreman of Steamfitters (2,248h) | 2 | 6.75h |
| 4774 | Steamfitter (2,184h) | 8 | 1,137.50m |
| 4774 | Steamfitter | (28,560h) | 6.25h |
| 4805 | Architectural Ironworker (Sub-Foreman) (255d) (2,040h) | 1 | 7.11h |
| 4805 | Architectural Ironworker | (14,280h) | 6.61h |
| 4856 | Foreman of Sheet Metal Workers | (2,040h) | 6.45h |
| 4855 | Sheet Metal Worker | (10,200h) | 6.20h |
| 6611 | Boiler Maker | (240h) | 6.90h |
| 6613 | Boiler Maker Welder | (240h) | 6.90h |
| 7183 | Motor Truck Driver | (6,440h) | 4.70h |
| 8244 | Foreman of Laborers | (2,040h) | 5.60h |
| 9411 | Construction Laborer | (37,780h) | 4.75h |
| 9411 | Construction Laborer (as jackhammerman) | (224h) | 5.10h |
| | Schedule Salary Adjustments | | 184. |
| | | | 2,077,638. |

## Department of Public Works—*Continued*

### BUREAU OF ARCHITECTURE AND BUILDING MAINTENANCE—Continued

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **BUILDING MAINTENANCE AND REPAIR—GENERAL—6414—Continued** | | |
| | **General Trades Section—Continued** | | |
| | **Automobile Allowance—schedule rate** | | |
| 6755 | **Compensation for use of personally owned automobiles by:** | | |
| | **General Foreman of Mechanical Trades** | 1 | |
| | **General Foreman of General Trades** | 1 | |
| | **Superintendent of Building Repairs** | 1 | |
| | **Foreman of Steamfitters** | 1 | |
| | **Foreman of Plumbers** | 1 | |
| | **Foreman of Painters** | 1 | |
| | Carpenter (Sub-Foreman) | 1 | |
| | Roofer | 1 | |
| | | 8 | $ 4,345. |
| | **OPERATION, MAINTENANCE AND REPAIRS** | | |
| | **City Hall Building—6421** | | |
| **7747** | **Chief Operating Engineer** | 1 | $ 1,376.00m |
| | (Effective July 1) | | 1,474.00m |
| **7745** | **Assistant Chief Operating Engineer** | 5 | 1,261.00m |
| | (Effective July 1) | | 1,350.00m |
| 7743 | Operating Engineer, Group A | 1 | 1,146.50m |
| | (Effective July 1) | | 1,228.50m |
| 7741 | Operating Engineer, Group C | 4 | 946.00m |
| | (Effective July 1) | | 1,019.00m |
| 1811 | Storekeeper | 1 | 7,500. |
| **4105** | **Elevator Starter** | 2 | 592.80m |
| **4101** | **Elevator Operator** | 8 | 556.40m |
| **4227** | **Chief Janitor** | 1 | 943.00m |
| **4225** | **Foreman of Janitors** | 1 | 774.00m |
| **4223** | **Janitor (Sub-Foreman)** | 2 | 720.00m |
| **4223** | **Janitor** | 49 | 630.00m |
| **4223** | **Janitor** | (9,160h) | 3.60h |
| **4245** | **Janitress** | 28 | 555.00m |
| **4265** | **Watchman** | 2 | 538.00m |
| 4251 | Metal Caretaker | 2 | 663.50m |
| **4252** | Marble Cleaner (260d) (2,080h) | 2 | 5.20h |
| **4286** | **Foreman of Window Washers** | 1 | 712.00m |
| **4285** | **Window Washer** | 5 | 662.00m |
| **5035** | **Electrical Mechanic** | 3 | 1,258.50m |
| | Schedule Salary Adjustments | | |
| | | 122 | 1,003,800. |
| | **Chicago Police Headquarters** | | |
| | **1121 South State Street—6422** | | |
| **7747** | **Chief Operating Engineer** | 1 | 1,376.00m |
| | (Effective July 1) | | 1,474.00m |
| **7745** | **Assistant Chief Operating Engineer** | 1 | 1,261.00m |
| | (Effective July 1) | | 1,350.00m |

## Department of Public Works—*Continued*
### BUREAU OF ARCHITECTURE AND BUILDING MAINTENANCE—Continued
### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **OPERATION, MAINTENANCE AND REPAIRS—Continued** | | |
| | **Chicago Police Headquarters** | | |
| | **1121 South State Street—6422—Continued** | | |
| 7743 | Operating Engineer, Group A | 3 | $ 1,146,50m |
| | (Effective July 1) | | 1,228.50m |
| 4105 | Elevator Starter | 1 | 592.80m |
| 4101 | Elevator Operator | 8 | 556.40m |
| 4227 | Chief Janitor | 1 | 943.00m |
| 4225 | Foreman of Janitors | 1 | 774.00m |
| 4223 | Janitor (Sub-Foreman) | 1 | 720.00m |
| 4223 | Janitor | 44 | 630.00m |
| 4223 | Janitor | (12,240h) | 3.60h |
| 4245 | Janitress | 7 | 555.00m |
| 4251 | Metal Caretaker | 1 | 663.50m |
| 4252 | Marble Cleaner (260d) (2,080h) | 1 | 5.20h |
| 4285 | Window Washer | 5 | 662.00m |
| 5035 | Electrical Mechanic | 3 | 1,258.50m |
| 7775 | Stationary Fireman (285d) (2,280h) | 5 | 4.80h |
| | (Effective July 1) | | 5.40h |
| 9593 | Station Laborer (280d) (2,240h) | 3 | 3.17h |
| 1811 | Storekeeper | 1 | 6,804. |
| | Schedule Salary Adjustments | | 966. |
| | | 93 | 779,628. |
| | **Hubbard Street Building Section** | | |
| | **54 West Hubbard Street—6424** | | |
| 7745 | Assistant Chief Operating Engineer | 1 | 1,261.00m |
| | (Effective July 1) | | 1,350.00m |
| 7743 | Operating Engineer, Group A | 5 | 1,146.50m |
| | (Effective July 1) | | 1,228.50m |
| 4101 | Elevator Operator | 5 | 556.40m |
| 4225 | Foreman of Janitors | 1 | 774.00m |
| 4223 | Janitor | 16 | 630.00m |
| 4285 | Window Washer | 2 | 662.00m |
| 4265 | Watchman | 1 | 538.00m |
| 5035 | Electrical Mechanic | 1 | 1,258.50m |
| 7775 | Stationary Fireman (285d) (2,280h) | 4 | 4.80h |
| | (Effective July 1) | | 5.40h |
| 9593 | Station Laborer (312d) (2,496h) | 3 | 3.17h |
| | | 39 | 358,243. |
| | **Board of Health Clinic—6425** | | |
| 7743 | Operating Engineer, Group A | 1 | 1,146.50m |
| | (Effective July 1) | | 1,228.50m |
| 7740 | Station Engineer | 4 | 771.00m |
| 4223 | Janitor | 4 | 630.00m |
| 4245 | Janitress | 2 | 555.00m |
| | | 11 | 94,815. |
| | **Central Office Building—6426** | | |
| 7747 | Chief Operating Engineer | 1 | 1,376.00m |
| | (Effective July 1) | | 1,474.00m |

100-Corporate Fund

## Department of Public Works—*Continued*

### BUREAU OF ARCHITECTURE AND BUILDING MAINTENANCE—Continued

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **OPERATION, MAINTENANCE AND REPAIRS—Continued** | | |
| | **Central Office Building—6426—Continued** | | |
| 7745 | Assistant Chief Operating Engineer | 1 | $ 1,261.00m |
| | (Effective July 1) | | 1,350.00m |
| 7743 | Operating Engineer, Group A | 4 | 1,146.50m |
| | (Effective July 1) | | 1,228.50m |
| 4101 | Elevator Operator | 1 | 556.40m |
| 4227 | Chief Janitor | 1 | 943.00m |
| 4223 | Janitor (Sub-Foreman) | 2 | 720.00m |
| 4223 | Janitor | 54 | 630.00m |
| 4245 | Janitress | 2 | 555.00m |
| 4251 | Metal Caretaker | 1 | 663.50m |
| 4285 | Window Washer | 4 | 662.00m |
| 4265 | Watchman | 3 | 538.00m |
| 5035 | Electrical Mechanic | 2 | 1,258.50m |
| 7775 | Stationary Fireman (285d) (2,280h) | 5 | 4.80h |
| | (Effective July 1) | | 5.40h |
| 9593 | Station Laborer (312d) (2,496h) | 1 | 3.17h |
| 1811 | Storekeeper | 1 | 7,500. |
| 0403 | Senior Clerk | 1 | 5,340. |
| | Schedule Salary Adjustments | | 126. |
| | | 84 | 714,927. |
| | **Municipal Heating Plant—6429** | | |
| 7747 | Chief Operating Engineer | 1 | 1,376.00m |
| | (Effective July 1) | | 1,474.00m |
| 7745 | Assistant Chief Operating Engineer | 4 | 1,261.00m |
| | (Effective July 1) | | 1,350.00m |
| 7743 | Operating Engineer, Group A | 5 | 1,146.50m |
| | (Effective July 1) | | 1,228.50m |
| 7741 | Operating Engineer, Group C | 4 | 946.00m |
| | (Effective July 1) | | 1,019.00m |
| 7775 | Stationary Fireman (285d) (2,280h) | 4 | 4.80h |
| | (Effective July 1) | | 5.40h |
| 7775 | Stationary Fireman | (4,560h) | 4.80h |
| | (Effective July 1) | | 5.40h |
| 7705 | Boiler Washer (270d) (2,160h) | 1 | 4.85h |
| | (Effective July 1) | | 5.45h |
| 6674 | Machinist (255d) (2,040h) | 1 | 6.18h |
| 6674 | Machinist (100d) (800h) | 1 | 6.18h |
| 9593 | Station Laborer | 5 | 629.00m |
| 9593 | Station Laborer (6m) | 2 | 629.00m |
| 5035 | Electrical Mechanic | 1 | 1,258.50m |
| 0421 | Principal Clerk | 1 | 10,056. |
| | Schedule Salary Adjustments | | |
| | | 38 | 367,063. |

## Department of Public Works—*Continued*

### BUREAU OF ARCHITECTURE AND BUILDING MAINTENANCE—Continued

### ARCHITECTURAL CAPITAL ACCOUNT

The Architectural Capital Account is established for the purpose of providing architectural or similar services in connection with public buildings, the expense of which is to be reimbursed from appropriations of City Funds.

This account shall be maintained and used subject to the conditions and limitations of Sections 7-24.1 to 7-24.10 of the Municipal Code of Chicago and the conditions and limitations herein set forth.

The charges for the furnishing of such services shall be based on the total cost thereof, plus not to exceed five per cent for overhead and incidental expense the cost of which is not borne by this account.

Expenditures are authorized for all items as may be necessary, as shall enter into or become a part of the cost of furnishing the services herein authorized.

Expenditures for salaries and wages, including increments for schedule salary adjustments, are limited to such position, such number of positions, and rates of compensation as are specified below:

### POSITIONS AND SALARIES

| Code | Positions | No. | Rate |
|---|---|---|---|
| 5407 | Coordinating Architect II | 1 | $ 2,019.00m |
| 5407 | Coordinating Architect II | | 1,435.00m |
| 5408 | Coordinating Architect I | 1 | 1,507.00m |
| 5408 | Coordinating Architect I | 1 | 1,365.00m |
| 4516 | General Superintendent of Building Repair | 1 | 1,238.00m |
| 4547 | Superintendent of Building Operations | 1 | 1,238.00m |
| 4548 | Assistant Superintendent of Building Operations | 1 | 971.00m |
| 4565 | Chief of Building Construction | 1 | 1,238.00m |
| 5405 | Architect V | 1 | 1,507.00m |
| 5405 | Architect V | 1 | 1,435.00m |
| 5405 | Architect V | 1 | 1,300.00m |
| 5404 | Architect IV | 1 | 1,507.00m |
| 5404 | Architect IV | 1 | 1,365.00m |
| 5404 | Architect IV | 1 | 1,238.00m |
| 5404 | Architect IV | | 1,070.00m |
| 5403 | Architect III | 1 | 1,365.00m |
| 5403 | Architect III | 2 | 1,238.00m |
| 5403 | Architect III | | 971.00m |
| 5402 | Architect II | 2 | 1,238.00m |
| 5402 | Architect II | 1 | 1,123.00m |
| 5402 | Architect II | 1 | 1,070.00m |
| 5402 | Architect II | 2 | 971.00m |
| 5402 | Architect II | 3 | 925.00m |
| 5402 | Architect II | | 880.00m |
| 5401 | Architect I | | 797.00m |
| 5410 | Architect in Training | | 515.00m |
| 5751 | Map Draftsman I | | 515.00m |
| | **Automobile Allowance—schedule rate** | | |
| 6755 | Compensation for use of personally owned automobiles by: | | |
| | Coordinating Architect | 1 | |
| | Architect V | 3 | |
| | Architect IV | 1 | |

# DEPARTMENT OF STREETS AND SANITATION

## BUREAU OF FORESTRY, PARKWAYS AND BEAUTIFICATION

## DISTRIBUTION OF APPROPRIATIONS BY ORGANIZATIONAL ACTIVITIES

| CODE | ORGANIZATIONAL ACTIVITY | Year | Number of Positions | Personal Services | Contractual Services | Travel | Commodities | Contingencies | Specific Purposes | Total Operating Expense | Capital Outlay | Total Appropriation |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **6712** | **Landscape Maintenance—** | 1970 | .... | $2,117,384 | $ 106,514 | $ 7,980 | $ 90,850 | $ 350 | ............... | $2,323,078 | $ 115,500 | $2,438,578 |
| | **Boulevards and Parkways*** ................ | 1969 | .... | 1,449,904 | 101,614 | 7,980 | 80,850 | 350 | ............... | 1,640,698 | 380,500 | 2,021,198 |
| **6714** | **Maintenance of Edgebrook Community** | 1970 | 3 | 24,060 | 2,100 | ........... | 2,000 | ............... | ............... | 28,160 | ............... | 28,160 |
| | **Center** .................................... | 1969 | 3 | 22,044 | 2,100 | ........... | 2,000 | ............... | ............... | 26,144 | ............... | 26,144 |
| | **Total** .................................... | 1970 | | $2,141,444 | $ 108,614 | $ 7,980 | $ 92,850 | $ 350 | | $2,351,238 | $ 115,500 | $2,466,738 |
| | | 1969 | | $1,471,948 | $ 103,714 | $ 7,980 | $ 82,850 | $ 350 | | $1,666,842 | $ 380,500 | $2,047,342 |

## PERFORMANCE DATA

| | | WORK UNITS | | | | PERSONNEL | | | | | | OPERATING COSTS | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Number | | | Number | | Man-Hours | | Man-Hours Per-Unit | | Total for Year | | Av. Cost Per-Unit | |
| CODE | ACTIVITY AND SUB-ACTIVITY | Name | Est. 1970 | Budget 1969 | Act. 1968 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 |
| **6712** | **Landscape Maintenance of** | | | | | | | | | | | | | | |
| | **Boulevards and Parkways:*** ....... | | ........... | ........... | ........... | .... | .... | 523,062 | 394,885 | ....... | ....... | $2,323,078 | $1,640,698 | ....... | ....... |
| 01 | Supervisory and clerical ............ | | ........... | ........... | ........... | 23 | 14 | 42,120 | 25,740 | ....... | ....... | 173,147 | 18,931 | ....... | ....... |
| 02 | Landscape Maintenance ............ | | ........... | ........... | ........... | .... | .... | 480,942 | 369,145 | ....... | ....... | 2,149,931 | 1,521,767 | ....... | ....... |
| **6714** | **Maintenance of Edgebrook** | | | | | | | | | | | | | | |
| | **Community Center:** | | | | | | | | | | | | | | |
| **02** | **Edgebrook Community Center...** | | ........... | ........... | ........... | 3 | 3 | 6,880 | 6,880 | ....... | ....... | 28,160 | 26,144 | ....... | ....... |
| | **Total** ........................................ | | | | | | | 529,942 | 401,765 | | | $2,351,238 | $1,666,842 | | |

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***Includes amount appropriated under Vehicle Tax Fund.**

# DEPARTMENT OF STREETS AND SANITATION

## BUREAU OF FORESTRY, PARKWAYS AND BEAUTIFICATION

**The Bureau maintains and beautifies landscaped areas on all boulevards and median parkways.**

| Code | | Amounts Appropriated |
|---|---|---|
| .005 | Salaries and Wages—on Payroll | $ 1,471,190. |
| .015 | Schedule Salary Adjustments | 1,359. |
| *6710.000 | **For Personal Services** | 1,472,549. |
| .125 | Office and Building Services | 500. |
| .130 | Postage and Postal Charges | 2,800. |
| | Professional and Technical Services: | |
| .147 | Surveys | 500. |
| .149 | Other Professional and Technical Services | 1,300. |
| .150 | Publications | 3,500. |
| .152 | Advertising | 200. |
| .155 | Rental of Property | 500. |
| .157 | Rental of Equipment and Services | 23,000. |
| .160 | Repair or Maintenance of Property | 9,000. |
| .162 | Repair or Maintenance of Equipment | 43,824. |
| .166 | Subscriptions and Dues | 100. |
| .173 | State Vehicle License Plates | 750. |
| .175 | Transportation Charges (Exclusive of Travel) | 40. |
| .176 | Maintenance and Operation—City-Owned Vehicles | 20,000. |
| .182 | Heat, Light and Power (Public) | 2,000. |
| .186 | Telephone | 600. |
| *6710.100 | **For Contractual Services** | 108,614. |
| .228 | Automobile Allowance—schedule rate | 4,100. |
| .245 | Reimbursement to Travelers | 1,500. |
| .270 | Local Transportation | 100. |
| *6710.200 | **For Travel** | 5,700. |
| .312 | Coal | 2,500. |
| .314 | Fuel Oil | 8,000. |
| .320 | Gasoline | 17,000. |
| .340 | Material and Supplies | 38,800. |
| .342 | Drug, Medical and Chemical Materials and Supplies | 14,000. |
| .350 | Stationery and Office Supplies | 1,750. |
| .360 | Repair Parts and Materials | 2,000. |
| .370 | Small Tools (Unit Value not Exceeding $10.00) | 5,000. |
| .375 | Tools (Unit Value over $10.00) | 3,800. |
| *6710.300 | **For Commodities** | 92,850. |
| .422 | Office Machines | 500. |
| .423 | Communication Devices | 1,000. |
| .424 | Furniture and Furnishings | 1,000. |
| .426 | Outdoor Equipment | 500. |
| .440 | Machinery and Equipment | 17,500. |
| .450 | Vehicles | 15,000. |
| *6710.400 | **For Equipment** | 35,500. |
| .540 | Erection or Construction of Structures or Works | 80,000. |
| *6710.500 | **For Permanent Improvements** | 80,000. |
| *6710.700 | **For Contingencies** | 350. |
| | ***Total for Bureau of Forestry, Parkways and Beautification** | $ 1,795,563. |

100-Corporate Fund

## Department of Streets and Sanitation—*Continued*

### BUREAU OF FORESTRY, PARKWAYS AND BEAUTIFICATION—Continued

### POSITIONS AND SALARIES

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **LANDSCAPE MAINTENANCE—BOULEVARDS AND PARKWAYS—6712** | | |
| 7903 | General Foreman of Landscape Maintenance.. | 1 | $ 12,240. |
| 5612 | Civil Engineer II | 1 | 10,560. |
| 0303 | Administrative Assistant III | 1 | 10,056. |
| 0301 | Administrative Assistant I | 1 | 6,804. |
| 0426 | Assistant Chief Clerk | 1 | 12,240. |
| 0403 | Senior Clerk | 1 | 7,500. |
| 0403 | Senior Clerk | 2 | 5,604. |
| 0403 | Senior Clerk | 2 | 5,340. |
| 0401 | Junior Clerk | 1 | 5,088. |
| 0401 | Junior Clerk | 1 | 4,848. |
| 0823 | Senior Stenographer | 2 | 5,604. |
| 0821 | Junior Stenographer | 1 | 5,892. |
| 0821 | Junior Stenographer | 2 | 4,848. |
| 0836 | Senior Typist | 1 | 5,340. |
| | Schedule Salary Adjustments | | 1,275. |
| | | 18 | 124,635. |
| 7904 | Foreman of Landscape Maintenance | 2 | 11,652. |
| 7904 | Foreman of Landscape Maintenance | 1 | 11,100. |
| 7904 | Foreman of Landscape Maintenance | 1 | 10,056. |
| 7909 | Foreman of Gardeners | 1 | 10,560. |
| 7971 | General Repairman | 1 | 697.00m |
| 8244 | Foreman of Laborers | 3 | 653.00m |
| 4301 | Carpenter | (4,320h) | 6.05h |
| 4634 | Painter | (4,320h) | 5.65h |
| 7973 | Tree Foreman | (36,320h) | 4.48h |
| 9475 | Tree Trimmer | (126,440h) | 4.18h |
| 7907 | Gardener | (7,410h) | 4.22h |
| 9530 | Park Laborer | (93,195h) | 3.60h |
| 7183 | Motor Truck Driver | (27,304h) | 4.70h |
| | Scheduled Salary Adjustments | | 84. |
| | | | 1,323,854. |
| | **EDGEBROOK COMMUNITY CENTER—6714** | | |
| 4210 | Attendant | 1 | 565.00m |
| 9530 | Park Laborer (300d) (2,400h) | 2 | 3.60h |
| | | 3 | 24,060. |
| | | | $ 1,472,549. |
| | **Automobile Allowance—schedule rate** | | |
| 6755 | Compensation for use of personally owned automobiles by: | | |
| | General Foreman of Landscape Maintenance.. | 1 | |
| | Foreman of Landscape Maintenance | 4 | |
| | | 5 | $ 4,100. |

100-Corporate Fund

# DEPARTMENT OF THE PORT OF CHICAGO

## DISTRIBUTION OF APPROPRIATIONS BY ORGANIZATIONAL ACTIVITIES

| CODE | ORGANIZATIONAL ACTIVITY | Year | Number of Positions | Personal Services | Contractual Services | Travel | Commodities | Contingencies | Specific Purposes | Total Operating Expense | Capital Outlay | Total Appropriation |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **8511** | **Administration** | 1970 | 25 | $ 261,789 | $ 123,200 | $15,000 | $ 8,600 | $ 10,000 | $ 3,000 | $ 421,589 | $ 80,400 | $ 501,989 |
| | | 1969 | 15 | 146,860 | 55,670 | 7,650 | 1,600 | 5,000 | 49,212 | 265,992 | ........ | 265,992 |
| **8512** | **Operation of Municipal Bridges** | 1970 | 275 | 2,538,211 | 129,290 | 2,000 | 25,750 | ........ | ........ | 2,695,251 | 2,600 | 2,697,851 |
| | | 1969 | 287 | 2,531,252 | 127,140 | 2,000 | 27,050 | ........ | ........ | 2,687,442 | 4,700 | 2,692,142 |
| **8516** | **Operation and Maintenance of Navy Pier** | 1970 | 25 | 269,876 | 73,800 | ........ | 16,400 | ........ | ........ | 360,076 | 7,000 | 367,076 |
| | | 1969 | 26 | 258,012 | 67,300 | ........ | 15,700 | ........ | ........ | 341,012 | 2,500 | 343,512 |
| | **Totals** | 1970 | 325 | $3,069,876 | $ 326,290 | $17,000 | $ 50,750 | $ 10,000 | $ 3,000 | $3,476,916 | $ 90,000 | $3,566,916 |
| | | 1969 | 328 | $2,936,124 | $ 250,110 | $ 9,650 | $ 44,350 | $ 5,000 | $ 49,212 | $3,294,446 | $ 7,200 | $3,301,646 |

## PERFORMANCE DATA

| | | | WORK UNITS | | | PERSONNEL | | | | | | OPERATING COSTS | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Number | | | Number | | Man-Hours | | Man-Hours Per-Unit | | Total for Year | | Av. Cost Per-Unit | |
| CODE | ACTIVITY AND SUB-ACTIVITY | Name | Est. 1970 | Budget 1969 | Act. 1968 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 |
| **8511** | **Administration:** | | ........ | ........ | ........ | 25 | 15 | 36,660 | 28,080 | ........ | ........ | $ 421,589 | $ 265,992 | ........ | ........ |
| 01 | Administrative and clerical | | ........ | ........ | ........ | 17 | 12 | 20,020 | 21,840 | ........ | ........ | 345,822 | 235,527 | ........ | ........ |
| **02** | **Policing and inspecting harbor areas** | | ........ | ........ | ........ | 8 | 3 | 16,640 | 6,240 | ........ | ........ | 75,767 | 30,465 | ........ | ........ |
| **8512** | **Operation of Municipal Bridges:** | Bridge | 53 | 53 | 54 | 275 | 287 | 625,028 | 653,276 | 11,793 | 12,325 | 2,695,251 | 2,687,442 | $50,853 | $50,706 |
| **8516** | **Operation and Maintenance of Navy Pier:** | | ........ | ........ | ........ | 25 | 26 | 52,220 | 54,300 | ........ | ........ | 360,076 | 341,012 | ........ | ........ |
| | **Total** | | | | | 325 | 328 | 713,908 | 735,656 | | | $3,476,916 | $3,294,446 | | |

100-Corporate Fund

## DEPARTMENT OF THE PORT OF CHICAGO

The Department is responsible for protecting City rights in the river area and on such part of the lake front as have not been given over to the authority of the Chicago Park District. It is responsible for the operation of all movable bridges owned or operated by the City and for the management of Navy Pier. The Department issues permits for all construction and repair work on structures that affect the dock walls, on structures upon the dock walls, or on structures within the harbor area.

| Code | | Amounts Appropriated |
|---|---|---|
| | **ADMINISTRATION—8511** | |
| .005 | Salaries and Wages—on Payroll | $ 259,444. |
| .015 | Schedule Salary Adjustments | 2,345. |
| *8511.000 | **For Personal Services** | 261,789. |
| .125 | Office and Building Services | 6,800. |
| .126 | Office Conveniences | 400. |
| .130 | Postage and Postal Charges | 2,200. |
| | Professional and Technical Services: | |
| .140 | Hiring special investigators, account appraisers and for other incidental expenses | 50,000. |
| .150 | Publications | 13,500. |
| .152 | Advertising | 10,000. |
| .157 | Rental of Equipment and Services | 2,500. |
| .160 | Repair or Maintenance of Property | 20,000. |
| .161 | Repair or Maintenance of Facilities | 10,000. |
| .166 | Subscriptions and Dues | 7,000. |
| .173 | State Vehicle License Plates | 100. |
| .175 | Transportation Charges (Exclusive of Travel) | 200. |
| .176 | Maintenance and Operation—City-owned Vehicles | 500. |
| *8511.100 | **For Contractual Services** | 123,200. |
| .228 | Automobile Allowance—schedule rate | 8,500. |
| .240 | Direct Payments to Private Agencies Providing Transportation or Related Services | 300. |
| .245 | Reimbursement to Travelers | 5,500. |
| .270 | Local Transportation | 700. |
| *8511.200 | **For Travel** | 15,000. |
| .320 | Gasoline | 2,000. |
| .340 | Material and Supplies | 2,000. |
| .350 | Stationery and Office Supplies | 4,600. |
| *8511.300 | **For Commodities** | 8,600. |
| .422 | Office Machines | 5,000. |
| .423 | Communications Devices | 10,000. |
| .450 | Vehicles | 15,400. |
| *8511.400 | **For Equipment** | 30,400. |
| .526 | Improvement | 50,000. |
| *8511.500 | **For Permanent Improvements** | 50,000. |
| *8511.700 | **For Contingencies** | 10,000. |
| *8511.802 | Labor and Material to Install and Remove Buoys in Restricted Areas | 3,000. |
| | ***Total for Administration** | $ 501,989. |
| | **OPERATION OF BRIDGES—8512** | |
| .005 | Salaries and Wages—on Payroll | $ 2,537,376. |
| .015 | Schedule Salary Adjustments | 835. |
| *8512.000 | **For Personal Services** | 2,538,211. |
| .157 | Rental of Equipment and Services | 750. |
| .173 | State Vehicle License Plates | 40. |

## Department of the Port of Chicago—*Continued*

| Code | | Amounts Appropriated |
|---|---|---|
| | **OPERATION OF BRIDGES—8512—Continued** | |
| .176 | Maintenance and Operation—<br>City Owned Vehicles | $ 2,000. |
| .182 | Heat, Light and Power (Public) | 123,000. |
| .186 | Telephone | 3,500. |
| *8512.100 | **For Contractual Services** | 129,290. |
| .228 | Automobile Allowance—schedule rate | 2,000. |
| *8512.200 | **For Travel** | 2,000. |
| | Fuel: | |
| .314 | Fuel Oil | 9,000. |
| .316 | Gas—Bottled and Propane | 4,000. |
| .320 | Gasoline | 2,200. |
| .340 | Material and Supplies | 10,300. |
| .370 | Small Tools (Unit Value not Exceeding $10.00) | 100. |
| .375 | Tools (Unit Value over $10.00) | 150. |
| *8512.300 | **For Commodities** | 25,750. |
| .424 | Furniture and Furnishings | 300. |
| .450 | Vehicles | 2,300. |
| *8512.400 | **For Equipment** | 2,600. |
| | ***Total for Operation of Bridges** | $ 2,697,851. |
| | **OPERATION AND MAINTENANCE OF NAVY PIER—8516** | |
| .005 | Salaries and Wages—on Payroll | $ 269,630. |
| .015 | Schedule Salary Adjustments | 246. |
| *8516.000 | **For Personal Services** | 269,876. |
| .162 | Repair or Maintenance of Equipment | 3,500. |
| .176 | Maintenance and Operation—<br>City Owned Vehicles | 300. |
| .182 | Heat, Light and Power (Public) | 70,000. |
| *8516.100 | **For Contractual Services** | 73,800. |
| | Fuel: | |
| .312 | Coal | 6,000. |
| .314 | Fuel Oil | 1,000. |
| .320 | Gasoline | 900. |
| .340 | Material and Supplies | 7,700. |
| .345 | Apparatus and Instruments | 500. |
| .370 | Small Tools (Unit Value not Exceeding $10.00) | 100. |
| .375 | Tools (Unit Value over $10.00) | 200. |
| *8516.300 | **For Commodities** | 16,400. |
| .440 | Machinery and Equipment | 2,500. |
| .450 | Vehicles | 4,500. |
| *8516.400 | **For Equipment** | 7,000. |
| | ***Total for Operation and Maintenance of Navy Pier** | $ 367,076. |
| | ***Total for Department of the Port of Chicago** | $ 3,566,916. |

## Department of the Port of Chicago—*Continued*

### POSITIONS AND SALARIES

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **ADMINISTRATION—8511** | | |
| 9696 | Port Director | 1 | $ 22,000. |
| 7384 | Deputy Port Director | 1 | 21,984. |
| 7384 | Deputy Port Director | 1 | 14,856. |
| 7382 | Director of Shipping Operations | 1 | 18,000. |
| 7340 | Chief of Operational Services | 1 | 15,600. |
| 7338 | Security Officer IV | 1 | 11,652. |
| 7337 | Security Officer III | 2 | 9,564. |
| 7337 | Security Officer III | 2 | 9,120. |
| 7336 | Security Officer II | 1 | 6,804. |
| 7335 | Security Officer I | 2 | 6,180. |
| 0715 | Director of Community Relations | 1 | 14,856. |
| 6143 | Engineering Technician IV | 1 | 10,056. |
| 0423 | Head Clerk | 1 | 11,652. |
| 0423 | Head Clerk | 1 | 10,056. |
| 0421 | Principal Clerk | 1 | 6,804. |
| 0403 | Senior Clerk | 1 | 7,152. |
| 0403 | Senior Clerk | 1 | 6,180. |
| 0805 | Secretary | 1 | 7,500. |
| 0825 | Principal Stenographer | 1 | 8,688. |
| 0821 | Junior Stenographer | 1 | 4,848. |
| 0836 | Senior Typist | 1 | 6,180. |
| 0402 | Clerk Trainee | 1 | 4,848. |
| | Schedule Salary Adjustments | | 2,345. |
| | | 25 | 261,789. |
| | **BRIDGE OPERATION—8512** | | |
| 7237 | Chief Bridgetender | 1 | 11,100. |
| 7235 | Assistant Chief Bridgetender | 1 | 10,560. |
| 7233 | Bridgetender | 149 | 762.50m |
| 7233 | Bridgetender | 17 | 735.50m |
| 7233 | Bridgetender | 1 | 708.50m |
| 7233 | Roving Bridgetender and Bridgetender Operating One-Man Bridge | 101 | 793.50m |
| 1813 | Senior Storekeeper | 1 | 9,120. |

## Department of the Port of Chicago—*Continued*

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **BRIDGE OPERATION—8512—Continued** | | |
| 0401 | Junior Clerk | 1 | $ 6,804. |
| 0401 | Junior Clerk | 1 | 6,480. |
| 0401 | Junior Clerk | 2 | 4,848. |
| | Schedule Salary Adjustments | | 835. |
| | | 275 | 2,538,211. |
| | **NAVY PIER OPERATION—8516** | | |
| 7375 | Superintendent of Pier Maintenance | 1 | 950.00m |
| 5040 | Foreman of Electrical Mechanics | 1 | 1,423.50m |
| 5035 | Electrical Mechanic | 5 | 1,258.50m |
| 5035 | Electrical Mechanic—vacation relief | (5m) | 1,258.50m |
| 7740 | Station Engineer—9 months each | 4 | 771.00m |
| 7743 | Operating Engineer, Group A | 1 | 1,146.50m |
| | (Effective July 1) | | 1,228.50m |
| 8244 | Foreman of Laborers (262d) (2,096h) | 1 | 5.50h |
| 9534 | Laborer (262d) (2,096h) | 7 | 4.75h |
| 4223 | Janitor | 3 | 630.00m |
| 4245 | Janitress | 1 | 555.00m |
| 4210 | Attendant (Female) | 1 | 565.00m |
| | Schedule Salary Adjustments | | 246. |
| | | 25 | 269,876. |
| | | 325 | $ 3,069,876. |
| | **Automobile Allowance—schedule rate** | | |
| 6755 | Compensation for use of personally owned automobiles by: | | |
| | Chief Bridgetender | 1 | |
| | Assistant Chief Bridgetender | 1 | |
| | Chief of Operational Services | 1 | |
| | Director of Community Relations | 1 | |
| | Engineering Technician IV | 1 | |
| | Senior Storekeeper | 1 | |
| | Security Officer III | 4 | |
| | Security Officer II | 1 | |
| | Security Officer I | 2 | |
| | | 13 | $ 10,500. |

100-Corporate Fund

## DEPARTMENT OF AVIATION

### DISTRIBUTION OF APPROPRIATIONS BY ORGANIZATIONAL ACTIVITIES

| CODE | ORGANIZATIONAL ACTIVITY | Year | Number of Positions | Personal Services | Contractual Services | Travel | Commodities | Contingencies | Specific Purposes | Total Operating Expense | Capital Outlay | Total Appropriation |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 8611 | **Administration** | 1970 | 58 | $ 656,820 | $ 71,205 | $10,000 | $ 6,000 | $ 4,000 | ............... | $ 748,025 | $ 20,000 | $ 768,025 |
| | | 1969 | 66 | 646,120 | 70,805 | 10,000 | 6,000 | 2,000 | ............... | 734,925 | 20,000 | 754,925 |
| 8653 | **Operation and Maintenance of** | 1970 | 128 | 1,244,053 | 1,137,085 | 955 | 94,700 | 3,000 | ............... | 2,479,793 | 646,500 | 3,126,293 |
| | **Chicago Midway Airport** | 1969 | 142 | 1,072,987 | 902,851 | 955 | 81,500 | 3,000 | ............... | 2,061,293 | 541,900 | 2,603,193 |
| 8655 | **Operation and Maintenance of** | 1970 | 27 | 258,369 | 110,215 | 470 | 15,950 | 500 | ............... | 385,504 | 70,950 | 456,454 |
| | **Meigs Field** | 1969 | 28 | 246,596 | 84,915 | 470 | 14,950 | 500 | ............... | 347,431 | 67,450 | 414,881 |
| | **Totals** | 1970 | 213 | $2,159,242 | $1,318,505 | $11,425 | $ 116,650 | $ 7,500 | | $3,613,322 | $ 737,450 | $4,350,772 |
| | | 1969 | 236 | $1,965,703 | $1,058,571 | $11,425 | $ 102,450 | $ 5,500 | | $3,143,649 | $ 629,350 | $3,772,999 |

100-Corporate Fund

## Department of Aviation—*Continued*

### PERFORMANCE DATA

| | | WORK UNITS | | | | PERSONNEL | | | | | | OPERATING COSTS | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Number | | | Number | | Man-Hours | | Man-Hours Per-Unit | | Total for Year | | Av. Cost Per-Unit | |
| CODE | ACTIVITY AND SUB-ACTIVITY | Name | Est. 1970 | Budget 1969 | Act. 1968 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 |
| 8611 | **Administration:** | | ........ | ........ | ........ | 59 | 66 | 109,200 | 123,760 | ........ | ........ | $ 748,025 | $ 734,925 | ........ | ........ |
| 01 | Administrative and clerical | | ........ | ........ | ........ | 14 | 16 | 25,480 | 29,120 | ........ | ........ | 240,043 | 219,194 | ........ | ........ |
| 02 | Aviation planning | | ........ | ........ | ........ | 16 | 22 | 32,760 | 40,040 | ........ | ........ | 199,248 | 234,720 | ........ | ........ |
| 04 | Aviation finance | | ........ | ........ | ........ | 21 | 24 | 38,220 | 43,680 | ........ | ........ | 234,462 | 213,873 | ........ | ........ |
| **05** | **Airport operations administration** | | ........ | ........ | ........ | 7 | 6 | 12,740 | 10,920 | ........ | ........ | 74,272 | 67,138 | ........ | ........ |
| **8653** | **Operation and Maintenance Midway Airport:** | | ........ | ........ | ........ | 128 | 142 | 278,489 | 307,486 | ........ | ........ | 2,479,793 | 2,061,293 | ........ | ........ |
| 01 | Supervisory and clerical | | ........ | ........ | ........ | 27 | 27 | 54,814 | 54,814 | ........ | ........ | 478,078 | 341,540 | ........ | ........ |
| 02 | Custodial maintenance | Square foot | 263,000 | 263,000 | 263,000 | 43 | 43 | 89,440 | 89,440 | .34 | .34 | 357,776 | 265,000 | $ 1.36 | $ 1.01 |
| 03 | Skilled and field maintenance | | ........ | ........ | ........ | 58 | 72 | 134,235 | 163,232 | ........ | ........ | 1,643,939 | 1,454,753 | ........ | ........ |
| 8655 | Operation and Maintenance **Meigs Field:** | | ........ | ........ | ........ | 27 | 28 | 60,252 | 62,072 | ........ | ........ | 385,504 | 347,431 | ........ | ........ |
| 01 | Supervisory and clerical | | ........ | ........ | ........ | 6 | 7 | 12,220 | 14,040 | ........ | ........ | 76,951 | 60,774 | ........ | ........ |
| 02 | Custodial maintenance | Square foot | 22,174 | 22,174 | 22,174 | 6 | 6 | 12,480 | 12,480 | .56 | .56 | 51,144 | 46,888 | 2.15 | 2.11 |
| 03 | Skilled and field maintenance | | ........ | ........ | ........ | 15 | 15 | 35,552 | 35,552 | ........ | ........ | 257,409 | 239,769 | ........ | ........ |
| | **Total** | | | | | 214 | 236 | 447,941 | 493,318 | | | $3,613,322 | $3,143,649 | | |

100-Corporate Fund

## DEPARTMENT OF AVIATION

The Department of Aviation is responsible for the planning, design, construction, business management, operation, and maintenance of Chicago municipal airports.

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| Code | | Amounts Appropriated |
|---|---|---|
| | **ADMINISTRATION—8611** | |
| .005 | Salaries and Wages—on Payroll | $ 649,340. |
| .015 | Schedule Salary Adjustments | 6,980. |
| .097 | Uniform Allowance—Nurses | 500. |
| *8611.000 | **For Personal Services** | 656,820. |
| .125 | Office and Building Services | 11,000. |
| .130 | Postage and Postal Charges | 1,200. |
| | Professional and Technical Services: | |
| .141 | Appraisals | 2,000. |
| .142 | Auditing | 1,000. |
| .144 | Engineering | 6,000. |
| .149 | Other Professional and Technical Services | 5,000. |
| .150 | Publications | 7,500. |
| .152 | Advertising | 2,000. |
| .157 | Rental of Equipment and Services | 4,000. |
| .160 | Repair or Maintenance of Property | 10,000. |
| .162 | Repair or Maintenance of Equipment | 1,800. |
| .166 | Subscriptions and Dues | 15,000. |
| .172 | Insurance | 600. |
| .173 | State Vehicle License Plates | 5. |
| .176 | Maintenance and Operation—City Owned Vehicles | 2,100. |
| .186 | Telephone | 2,000. |
| *8611.100 | **For Contractual Services** | 71,205. |
| .224 | Automobile Allowance—mileage basis | 400. |
| .228 | Automobile Allowance—schedule rate | 1,900. |
| .245 | Reimbursement to Travelers | 7,500. |
| .270 | Local Transportation | 200. |
| *8611.200 | **For Travel** | 10,000. |
| .340 | Material and Supplies | 1,000. |
| .350 | Stationery and Office Supplies | 5,000. |
| *8611.300 | **For Commodities** | 6,000. |
| .422 | Office Machines | 5,000. |
| .424 | Furniture and Furnishings | 15,000. |
| *8611.400 | **For Equipment** | 20,000. |
| *8611.700 | **For Contingencies** | 4,000. |
| | ***Total for Administration** | $ 768,025. |

## Department of Aviation—*Continued*

| Code | | Amounts Appropriated |
|---|---|---|
| | **CHICAGO MIDWAY AIRPORT—8653** | |
| .005 | Salaries and Wages—on Payroll | $ 1,178,554. |
| .011 | Salaries and Wages—Mechanics and other Personnel at Established Rates—as needed | 12,000. |
| .015 | Schedule Salary Adjustments | 6,299. |
| .020 | Overtime | 33,000. |
| .025 | Vacation Relief | 8,000. |
| .026 | Sick Relief | 6,200. |
| *8653.000 | **For Personal Services** | 1,244,053. |
| .125 | Office and Building Services | 5,000. |
| .126 | Office Conveniences | 6,000. |
| .130 | Postage and Postal Charges | 5,600. |
| | Professional and Technical Services: | |
| .141 | Appraisals | 5,000. |
| .144 | Engineering | 80,000. |
| .150 | Publications | 1,000. |
| .152 | Advertising | 1,000. |
| .155 | Rental of Property | 24,600. |
| .157 | Rental of Equipment and Services | 100,000. |
| .160 | Repair or Maintenance of Property | 184,430. |
| .161 | Repair or Maintenance of Facilities | 180,000. |
| .162 | Repair or Maintenance of Equipment | 70,000. |
| .166 | Subscriptions and Dues | 300. |
| .172 | Insurance | 116,060. |
| .173 | State Vehicle License Plates | 45. |
| .175 | Transportation Charges (Exclusive of Travel) | 50. |
| .182 | Heat, Light and Power (Public) | 328,000. |
| .184 | Heat, Light and Power (Municipal) | 24,000. |
| .186 | Telephone | 6,000. |
| *8653.100 | **For Contractual Services** | 1,137,085. |
| .224 | Automobile Allowance —mileage basis | 180. |
| .245 | Reimbursement to Travelers | 750. |
| .270 | Local Transportation | 25. |
| *8653.200 | **For Travel** | 955. |
| .314 | Fuel Oil | 17,500. |
| .320 | Gasoline | 12,000. |
| .340 | Material and Supplies | 61,200. |
| .350 | Stationery and Office Supplies | 1,000. |
| .370 | Small Tools (Unit Value not Exceeding $10.00) | 1,000. |
| .375 | Tools (Unit value over $10.00) | 2,000. |
| *8653.300 | **For Commodities** | 94,700. |
| .410 | Equipment for Buildings | 5,000. |
| .422 | Office Machines | 2,000. |
| .423 | Communication Devices | 3,000. |
| .424 | Furniture and Furnishings | 7,500. |
| .440 | Machinery and Equipment | 58,000. |
| .450 | Vehicles | 21,000. |
| *8653.400 | **For Equipment** | 96,500. |
| .540 | Erection or Construction of Structures or Works | 550,000. |
| *8653.500 | **For Permanent Improvements** | 550,000. |
| *8653.700 | **For Contingencies** | 3,000. |
| | ***Total for Chicago Midway Airport** | $ 3,126,293. |

## Department of Aviation—*Continued*

| Code | | Amounts Appropriated |
|---|---|---|
| | **MERRILL C. MEIGS FIELD—8655** | |
| .005 | Salaries and Wages—on Payroll | $ 244,176. |
| .011 | Salaries and Wages—Mechanics and other Personnel at Established Rates — as needed | 500. |
| .015 | Schedule Salary Adjustments | 1,693. |
| .020 | Overtime | 6,000. |
| .025 | Vacation Relief | 4,000. |
| .026 | Sick Relief | 2,000. |
| *8655.000 | **For Personal Services** | 258,369. |
| .125 | Office and Building Services | 1,250. |
| .126 | Office Conveniences | 1,800. |
| .130 | Postage and Postal Charges | 150. |
| | Professional and Technical Services: | |
| .144 | Engineering | 16,000. |
| .150 | Publications | 100. |
| .157 | Rental of Equipment and Services | 5,000. |
| .160 | Repair or Maintenance of Property | 23,000. |
| .161 | Repair or Maintenance of Facilities | 20,000. |
| .162 | Repair or Maintenance of Equipment | 7,500. |
| .172 | Insurance | 17,500. |
| .173 | State Vehicle License Plates | 15. |
| .182 | Heat, Light and Power (Public) | 17,000. |
| .184 | Heat, Light, and Power (Municipal) | 400. |
| .186 | Telephone | 500. |
| *8655.100 | **For Contractual Services** | 110,215. |
| .224 | Automobile Allowance —mileage basis | 60. |
| .245 | Reimbursement to Travelers | 400. |
| .270 | Local Transportation | 10. |
| *8655.200 | **For Travel** | 470. |
| .314 | Fuel Oil | 6,000. |
| .320 | Gasoline | 1,750. |
| .340 | Material and Supplies | 8,000. |
| .350 | Stationery and Office Supplies | 200. |
| *8655.300 | **For Commodities** | 15,950. |
| .410 | Equipment for Buildings | 500. |
| .422 | Office Machines | 700. |
| .423 | Communication Devices | 750. |
| .424 | Furniture and Furnishings | 2,000. |
| .440 | Machinery and Equipment | 8,500. |
| .450 | Vehicles | 7,000. |
| *8655.400 | **For Equipment** | 19,450. |
| .540 | Erection or Construction of Structures or Works | 51,500. |
| *8655.500 | **For Permanent Improvements** | 51,500. |
| *8655.700 | **For Contingencies** | 500. |
| | ***Total for Merrill C. Meigs Field** | $ 456,454. |
| | ***Total for Department of Aviation** | $ 4,350,772. |

## Department of Aviation—*Continued*

### POSITIONS AND SALARIES

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **ADMINISTRATION—8611** | | |
| 9674 | Commissioner of Aviation | 1 | $ 29,500. |
| 7092 | First Deputy Commissioner of Aviation | 1 | 28,000. |
| 7094 | Deputy Commissioner of Aviation | 1 | 16,380. |
| 7064 | Assistant to Commissioner of Aviation | 1 | 14,856. |
| 5903 | Administrative Engineer of Aviation | 1 | 16,380. |
| 0303 | Administrative Assistant III | 1 | 10,056. |
| 0302 | Administrative Assistant II | 1 | 12,240. |
| 0302 | Administrative Assistant II | 1 | 8,268. |
| 0746 | Staff Writer | 1 | 9,120. |
| 0421 | Principal Clerk | 1 | 10,056. |
| 0403 | Senior Clerk | 1 | 6,480. |
| 0827 | Head Stenographer | 1 | 11,652. |
| 0827 | Head Stenographer | 1 | 10,056. |
| 0823 | Senior Stenographer | 2 | 5,604. |
| 0821 | Junior Stenographer | 1 | 6,804. |
| 0836 | Senior Typist | 1 | 5,340. |
| 7075 | Chief of Aviation Planning | 1 | 18,084. |
| 7046 | Assistant Chief of Aviation Planning | 1 | 14,856. |
| 5615 | Civil Engineer V | 1 | 14,148. |
| 5614 | Civil Engineer IV | 1 | 18,084. |
| 5613 | Civil Engineer III | 1 | 13,476. |
| 5612 | Civil Engineer II | 1 | 10,560. |
| 5813 | Electrical Engineer III | 1 | 11,652. |
| 6053 | Mechanical Engineer III | 1 | 15,600. |
| 5762 | Civil Engineering Draftsman II | 1 | 12,840. |
| 5762 | Civil Engineering Draftsman II | 1 | 11,652. |
| 5752 | Map Draftsman II | 1 | 9,564. |
| 0421 | Principal Clerk | 1 | 6,480. |
| 0403 | Senior Clerk | 1 | 6,480. |
| 0825 | Principal Stenographer | 1 | 7,152. |
| 0823 | Senior Stenographer | 1 | 5,604. |
| 7055 | Chief of Aviation Finance | 1 | 14,856. |
| 7054 | Assistant Chief of Aviation Finance | 1 | 18,984. |
| 7033 | Senior Airport Contract Representative | 1 | 14,148. |
| 7032 | Airport Contract Representative | 1 | 9,120. |
| 0423 | Head Clerk | 1 | 10,560. |
| 0825 | Principal Stenographer | 1 | 9,120. |
| 0821 | Junior Stenographer | 1 | 4,848. |
| 0836 | Senior Typist | 2 | 5,340. |
| 0104 | Accountant IV | 1 | 14,148. |
| 0103 | Accountant III | 1 | 12,240. |

## Department of Aviation—*Continued*

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **ADMINISTRATION—8611—Continued** | | |
| 0102 | Accountant II | 1 | $ 9,564. |
| 0101 | Accountant I | 1 | 8,688. |
| 0164 | Supervising Timekeeper | 1 | 10,560. |
| 1753 | Economic Analyst | 1 | 11,652. |
| 0426 | Assistant Chief Clerk | 1 | 12,240. |
| 0823 | Senior Stenographer | 1 | 6,480. |
| 0403 | Senior Clerk | 2 | 7,500. |
| 0836 | Senior Typist | 1 | 7,152. |
| 7017 | Chief of Aviation Operations | 1 | 13,476. |
| 7007 | Aviation Safety Director | 1 | 12,240. |
| 1850 | Supervisor of Inventory Control I | 1 | 10,560. |
| 0423 | Head Clerk | 1 | 7,500. |
| 0421 | Principal Clerk | 1 | 10,056. |
| 0403 | Senior Clerk | 1 | 5,340. |
| 0823 | Senior Stenographer | 1 | 7,500. |
| | Schedule Salary Adjustments | | 6,980. |
| | | 59 | 656,320. |
| | **CHICAGO MIDWAY AIRPORT—8653** | | |
| 7014 | Airport Manager (Midway) | 1 | 20,928. |
| 7011 | Assistant Airport Manager (Midway) | 1 | 16,380. |
| 7010 | Airport Operations Supervisor II | 1 | 14,148. |
| 7010 | Airport Operations Supervisor II | 1 | 9,120. |
| 7009 | Airport Operations Supervisor I | 2 | 7,500. |
| 7002 | Airport Operations Aide | 1 | 7,872. |
| 7002 | Airport Operations Aide | 2 | 6,180. |
| 0423 | Head Clerk | 1 | 11,652. |
| 0421 | Principal Clerk | 1 | 6,480. |
| 0403 | Senior Clerk | 1 | 7,872. |
| 0403 | Senior Clerk | 1 | 5,340. |
| 0825 | Principal Stenographer | 1 | 8,688. |
| 0823 | Senior Stenographer | 1 | 5,604. |
| 0685 | Assistant Chief Telephone Operator | 1 | 9,564. |
| 0683 | Telephone Operator | 2 | 6,480. |
| 0683 | Telephone Operator | 2 | 6,180. |
| 1813 | Senior Storekeeper | 1 | 9,564. |
| 1805 | Stockhandler | 1 | 5,604. |
| 3615 | Hospital Nurse | 5 | 8,328. |
| 4214 | Guard | 1 | 6,180. |
| 4214 | Guard | 1 | 5,892. |
| 4214 | Guard | 4 | 5,604. |
| 4225 | Foreman of Janitors | 4 | 683.00m |
| 4227 | Chief Janitor | 1 | 943.00m |
| 4223 | Janitor | 25 | 630.00m |
| 4245 | Janitress | 10 | 555.00m |
| 4285 | Window Washer | 3 | 662.00m |
| 4526 | General Foreman of General Trades (2,080h) | 1 | 1,264.00m |
| 4774 | Steamfitter (2,184h) | 3 | 1,137.50m |

## Department of Aviation—*Continued*

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **CHICAGO MIDWAY AIRPORT—8653—Continued** | | |
| 4754 | Plumber (2,184h) | 2 | $ 1,128.50m |
| 4634 | Painter (255d) (2,040h) | 2 | 5.65h |
| 4301 | Carpenter (255d) (2,040h) | 3 | 6.05h |
| 8244 | Foreman of Laborers | (2,040h) | 5.60h |
| 9411 | Construction Laborer—Jackhammerman (2,040h) | 1 | 5.10h |
| 9411 | Construction Laborer (255d) (2,040h) | 2 | 4.75h |
| 7633 | Hoisting Engineer, as needed ($2,000.) | | 5.50h |
| 5040 | Foreman of Electrical Mechanics | 1 | 1,423.50m |
| 5035 | Electrical Mechanic | 6 | 1,258.50m |
| 7005 | Airport Maintenance Foreman | 1 | 780.50m |
| 9529 | Airport Laborer | 1 | 753.50m |
| 9529 | Airport Laborer | 14 | 517.50m |
| 7164 | Garage Attendant (2,040h) | 1 | 4.40h |
| 7185 | Foreman Motor Truck Drivers (2,040h) | 1 | 5.20h |
| 7183 | Motor Truck Driver Operate-Sweeper (2,040h) | 1 | 5.00h |
| 7183 | Motor Truck Driver (255d) (2,040h) | 8 | 4.70h |
| 7183 | Motor Truck Driver (as needed) ($47,000) | (10,000h) | 4.70h |
| 4265 | Watchman (312d) (2,496h) | 4 | 3.10h |
| 3363 | Physician (as needed) ($3,430) | | 16.00h |
| | Schedule Salary Adjustments | | 6,299. |
| | | 129 | 1,184,853. |
| | **MERRILL C. MEIGS FIELD—8655** | | |
| 7013 | Airport Manager (Meigs) | 1 | 14,856. |
| 7008 | Assistant Airport Manager (Meigs) | 1 | 10,056. |
| 7009 | Airport Operations Supervisor I | 1 | 8,688. |
| 7002 | Airport Operations Aide | 1 | 6,180. |
| 0423 | Head Clerk | 1 | 7,872. |
| 1811 | Senior Storekeeper | 1 | 8,688. |
| 4214 | Guard | 1 | 7,152. |
| 4214 | Guard | 1 | 6,804. |
| 4214 | Guard | 1 | 5,892. |
| 4214 | Guard | 1 | 5,604. |
| 5035 | Electrical Mechanic | 3 | 1,258.50m |
| 9529 | Airport Laborer | 5 | 517.50m |
| 9529 | Airport Laborer—as needed (24 mos.) | | 517.50m |
| 7183 | Motor Truck Driver (255d) (2,040h) | 3 | 4.70h |
| 4223 | Janitor | 4 | 630.00m |
| 4245 | Janitress | 1 | 555.00m |

## Department of Aviation—*Continued*

### POSITIONS AND SALARIES—(Continued)

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **MERRILL C. MEIGS FIELD—8655—Continued** | | |
| **4285** | Window Washer | 1 | $ 662.00m |
| | Schedule Salary Adjustments | | 1,693. |
| | | 27 | $ 245,869. |
| | **Automobile Allowance—schedule rate** | | |
| **6755** | **Compensation for use of personally owned automobiles by:** | | |
| | First Deputy Commissioner of Aviation | 1 | |
| | Deputy Commissioner of Aviation | 1 | |
| | Administrative Assistant | 1 | |
| | Assistant Chief of Aviation Planning | 1 | |
| | Chief of Aviation Operations | 1 | |
| | Aviation Safety Director | 1 | |
| | | 6 | $ 1,900. |

## DEPARTMENT OF FINANCE—GENERAL

To be expended under the direction of the City Comptroller unless otherwise provided.

| Code | | Amounts Appropriated |
|---|---|---|
| | **GENERAL CITY PURPOSES** | |
| .035 | Adjustment in salaries of transferred, reinstated, promoted, demoted and reclassified employes and employes hired above the first step .................. | $ 75,000. |
| .040 | For adjustments in wages of per diem employes to conform with prevailing rates, when approved by the City Council .......................... | 454,708. |
| .042 | For payment of the monthly single or individual employee premium rate and fifty per-cent of the monthly family premium rate for hospital and medical care .............................. | 8,034,983. |
| .044 | For the employment of students as trainees | 220,000. |
| *9112.000 | **For Personal Services**.................. | 8,784,691. |
| .125 | Office and Building Services.............. | 200. |
| .128 | Fees and Services (paying agency fees).... | 20,000. |
| | Professional and Technical Services: | |
| .141 | Appraisals .......................... | 100,000. |
| .142 | Auditing .............................. | 50,000. |
| .145 | Legal (Opinion on Tax Anticipation Warrants) ............................. | 70,000. |
| .150 | Publications .......................... | 25,000. |
| .150 | Publications — Annual Report City of Chicago ............................ | 75,000. |
| .155 | Rental of Property....................... | 130,000. |
| .166 | Subscriptions and Dues.................. | 16,000. |
| .170 | Surety Bond Premiums.................. | 35,000. |
| .172 | Insurance Premiums ..................... | 3,500. |
| .186 | Telephone ............................ | 100. |
| .188 | Telegraph ............................ | 55,000. |
| *9112.100 | **For Contractual Services**............... | 579,800. |
| .420 | Furniture and fixtures chargeable to the Corporate Fund, exclusive of the Board of Election Commissioners: To be expended under the direction of the Budget Director on departmental requisitions and to be accounted for by departments, bureaus and divisions as expended...... | 75,000. |
| *9112.400 | **For Equipment**....................... | 75,000. |
| .610 | For acquisition of property not otherwise provided for: To be expended under the direction of the City Council............ | 20,000. |
| .640 | Expense incidental to Purchase, Sale, Condemnation or Management ......... | 15,000. |
| *9112.600 | **For Land** .......................... | 35,000. |

## Department of Finance—General—*Continued*

| Code | | Amounts Appropriated |
|---|---|---|
| .710 | Contingent and other expense for corporate purposes not otherwise provided for: To be expended under the direction of the Mayor.......................... | $ 65,000. |
| .720 | For contingent expense authorized by the Chairman of the Committee on Finance.. | 20,000. |
| .730 | Contingent and other expense for corporate purposes not otherwise provided for: To be expended under the direction of the City Council, and/or Comptroller.. | 40,000. |
| *9112.700 | **For Contingencies** ..................... | 125,000. |
| *9112.801 | For the analysis and implementation of improvements in departmental operations and management and personnel practices and controls and for publication of all studies and analyses made and for distribution thereof to the City Council: To be expended under the direction of the Mayor .................. | 250,000. |
| *9112.802 | To provide for matching funds for grants currently in effect as well as new grants.. | 2,880,000. |
| *9112.803 | For expense of the Chicago Committee on Urban Opportunity including the salary of the Executive Director ($25,000.) .... | 650,000. |
| *9112.806 | To exercise, if necessary, the City of Chicago's option to purchase the House of Correction Farm under the terms set out by ordinance passed July 15, 1969 (C.J. p. 5875-6) and incorporated in the deed executed July 15, 1969 by the City of Chicago conveying the same to the Chicago Dwellings Association. ......... | 505,000. |
| *9112.808 | For expense of Commission on Chicago Historical and Architectural Landmarks.. | 50,000. |
| *9112.810 | For expense of relocation of City departments and agencies within the City Hall and to the Central Office Building ...... | 50,000. |
| *9112.922 | For payment of emergency shelter, hospital and medical expenses in the reception and care of abandoned infant children ........................... | 12,000. |
| *9112.924 | For payment of emergency shelter, hospital and medical expenses in the reception and care of dependent or neglected children .................... | 5,000. |

## Department of Finance—General—*Continued*

| Code | | Amounts Appropriated |
|---|---|---|
| *9112.926 | For payment of emergency shelter, hospital and medical expenses in the reception and care of destitute crippled children ..........................$ | 3,000. |
| *9112.934 | Claims for damages and liabilities against the City when ordered paid by the City Council ............................ | 130,000. |
| *9112.936 | Claims under Workmen's Compensation Act ................................ | 1,200,000. |
| *9112.937 | For payment of claims for hospital and medical expenses of City employes injured in the actual performance of their duties who are not included in the provisions of the Workmen's Compensation Act, as may be ordered by the City Council ............................ | 470,000. |
| *9112.940 | For payment to dependents of policemen and firemen killed or fatally injured in the performance of duty in accordance with the Act of the General Assembly of the State of Illinois, entitled "An Act, authorizing cities and villages to provide for the payment of allowances of money to the families or dependents of policemen or firemen killed or fatally injured while in the performance of their duties," approved June 27, 1921, as amended, and the ordinance of the City Council based thereon............ | 250,000. |
| *9112.942 | For paying the salary of any member of the Police or Fire Department killed in the line of duty for a period of one year commencing from the date of the death of the deceased member of the Police or Fire Department to the widow of the deceased member of the Police or Fire Department, or in the absence of a widow, to the guardian or person standing in loco parentis of dependent minor children, or in the absence of a widow or minor children, to dependent parents who were residents in the deceased member of the Police or Fire Department's household at the time of the injury which resulted in his death... | 175,000. |

## Department of Finance—General—*Continued*

| Code | | Amounts Appropriated |
|---|---|---|
| *9112.972 | For payments to City pension funds in lieu of contributions by officers and employes on leave of absence for training or service in the land or naval forces or merchant marine of the United States ......................... | $ 5,000. |
| *9112.980 | For maintenance and operating expense of reading room at 921 W. Madison Street ............................... | 26,000. |
| *9112.982 | For expense in connection with recognition and awards to citizens of Chicago for acts of heroism: To be expended on order of the City Council.............. | 1,000. |
| *9112.984 | Taxes and assessments on City property... | 157,500. |
| *9112.990 | For refunds for cancelled voucher warrants and payroll checks and for refunding duplicate payments and payments made in error.................... | 18,000. |
| *9112.992 | For reimbursement to Parking Revenue Fund for servicing parking meters (Park District) ...................... | 50,000. |
| | ***Total for General**...................... | $16,486,991. |
| *9114.960 | **For Loss and Cost in Collection of Taxes**.. | $18,284,805. |

| | |
|---|---|
| **Total from Corporate Purposes Fund**..... | $422,427,618. |
| For Expenditures ...................... | 404,142,813. |
| For Loss and Cost ..................... | 18,284,805. |

200-Water Fund

# DEPARTMENT OF PURCHASES, CONTRACTS AND SUPPLIES

## DISTRIBUTION OF APPROPRIATIONS BY ORGANIZATIONAL ACTIVITIES

| CODE | ORGANIZATIONAL ACTIVITY | Year | Number of Positions | Personal Services | Contractual Services | Travel | Commodities | Contingencies | Specific Purposes | Total Operating Expense | Capital Outlay | Total Appropriation |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **1816** | **Providing Standards and Quality Control** | 1970 | 7 | $ 61,416 | $ 1,000 | $ 6,000 | ............ | ............ | ............ | $ 68,416 | $ 2,000 | $ 70,416 |
| | | 1969 | 7 | 57,219 | 1,000 | 6,000 | ............ | ............ | ............ | 64,219 | 2,000 | 66,219 |
| **1818** | **Material Warehousing and Conservation** | 1970 | 10 | 72,272 | 10,804 | ............ | ............ | ............ | ............ | 83,076 | 12,500 | 95,576 |
| | | 1969 | 10 | 66,600 | 12,500 | ............ | ............ | ............ | ............ | 79,100 | 11,000 | 90,100 |
| | **Totals** ............ | 1970 | 17 | $ 133,688 | $ 11,804 | $ 6,000 | | | | $ 151,492 | $ 14,500 | $ 165,992 |
| | | 1969 | 17 | $ 123,819 | $ 13,500 | $ 6,000 | | | | $ 143,319 | $ 13,000 | $ 156,319 |

## PERFORMANCE DATA

| | | | WORK UNITS | | | PERSONNEL | | | | | | OPERATING COSTS | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Number | | | Number | | Man-Hours | | Man-Hours Per-Unit | | Total for Year | | Av. Cost Per-Unit | |
| CODE | ACTIVITY AND SUB-ACTIVITY | Name | Est. 1970 | Budget 1969 | Act. 1968 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 |
| **1816** | **Providing Standards and Quality Control** ............ | **Each** | 930 | 900 | 1,027 | 7 | 7 | 12,740 | 12,740 | 13.70 | 14.15 | $ 68,416 | $ 64,219 | $73.56 | $71.35 |
| 1818 | Material Warehousing and Con**servation** ............ | **Each** | 1 | 1 | 1 | 10 | 10 | 18,200 | 18,200 | 18,200 | 18,200 | 83,076 | 79,100 | 83,076 | 79,100 |
| | **Total** ............ | | | | | 17 | 17 | 30,940 | 30,940 | | | $ 151,492 | $ 143,319 | | |

## NO. 2 WATER FUND—200

## DEPARTMENT OF PURCHASES, CONTRACTS AND SUPPLIES

The Water Fund is to be reimbursed at actual cost from all other City funds and agencies receiving benefits from the municipal warehouse.

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All expenditures and encumbrances hereunder to be processed through the accounting office of the Department of Water and Sewers.

| Code | | Amounts Appropriated |
|---|---|---|
| .005 | Salaries and Wages—on Payroll | $ 130,966. |
| .015 | Schedule Salary Adjustments | 722. |
| .025 | Vacation Relief | 2,000. |
| *1810.000 | **For Personal Services** | 133,688. |
| .125 | Office and Building Services | 3,500. |
| .160 | Repair or Maintenance of Property | 5,304. |
| .162 | Repair or Maintenance of Equipment | 3,000. |
| *1810.100 | **For Contractual Services** | 11,804. |
| .228 | Automobile Allowance—schedule rate | 3,000. |
| .245 | Reimbursement to Travelers | 3,000. |
| *1810.200 | **For Travel** | 6,000. |
| .440 | Machinery and Equipment | 8,500. |
| .445 | Technical and Scientific Equipment | 1,000. |
| *1810.400 | **For Equipment** | 9,500. |
| .526 | Improvement | 5,000. |
| *1810.500 | **For Permanent Improvements** | 5,000. |
| | ***Total for Department of Purchases, Contracts and Supplies** | $ 165,992. |

### POSITIONS AND SALARIES

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **TESTING AND INSPECTION—1816** | | |
| 5512 | Chemical Engineer II | 1 | $ 12,240. |
| 5501 | Analytical Chemist I | 2 | 8,688. |
| 3128 | Laboratory Technician I | 1 | 6,180. |
| 0836 | Senior Typist | 1 | 6,804. |
| 1535 | Material Inspector | 2 | 759.00m |
| | Schedule Salary Adjustments | | 600. |
| | | 7 | 61,416. |
| | **WAREHOUSE AND STORES—1818** | | |
| 0423 | Head Clerk | 1 | 10,560. |
| 0301 | Administrative Assistant I | 1 | 7,500. |
| 4101 | Elevator Operator | 2 | 556.40m |
| 4265 | Watchman | 6 | 538.00m |
| | Vacation Relief | | 2,000. |
| | Schedule Salary Adjustments | | 122. |
| | | 10 | 72,272. |
| | | 17 | $ 133,688. |

# DEPARTMENT OF BUILDINGS

## DISTRIBUTION OF APPROPRIATIONS BY ORGANIZATIONAL ACTIVITIES

200-Water Fund

| CODE | ORGANIZATIONAL ACTIVITY | Year | Number of Positions | Personal Services | Contractual Services | Travel | Commodities | Contingencies | Specific Purposes | Total Operating Expense | Capital Outlay | Total Appropriation |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 4312 | Examination of Plans | 1970 | 4 | $ 57,208 | ........ | ........ | ........ | ........ | ........ | $ 57,208 | ........ | $ 57,208 |
| | | 1969 | 4 | 54,542 | ........ | ........ | ........ | ........ | ........ | 54,542 | ........ | 54,542 |
| 4318 | Plumbing Code Compliance Inspection | 1970 | 32 | 465,554 | ........ | $12,400 | $ 650 | ........ | ........ | 478,604 | ........ | 478,604 |
| | | 1969 | 32 | 443,537 | ........ | 12,000 | 700 | ........ | ........ | 456,237 | ........ | 456,237 |
| | **Total** | 1970 | 36 | $ 522,762 | | $12,400 | $ 650 | | | $ 535,812 | | $ 535,812 |
| | | 1969 | 36 | $ 498,079 | | $12,000 | $ 700 | | | $ 510,779 | | $ 510,779 |

## PERFORMANCE DATA

| | | | WORK UNITS | | | PERSONNEL | | | | | | OPERATING COSTS | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Number | | | Number | | Man-Hours | | Man-Hours Per-Unit | | Total for Year | | Av. Cost Per-Unit | |
| CODE | ACTIVITY AND SUB-ACTIVITY | Name | Est. 1970 | Budget 1969 | Act. 1968 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 |
| 4312 | **Examination of Plans:** | | | | | | | | | | | | | | |
| 02 | Review and Approving Building and Zoning | Plan | ........ | ........ | ........ | 4 | 4 | 7,280 | 7,280 | ........ | ........ | $ 57,208 | $ 54,542 | ........ | ........ |
| 4318 | **Plumbing Code Compliance Inspection:** | | ........ | ........ | ........ | 32 | 32 | 58,240 | 58,240 | ........ | ........ | 478,604 | 456,237 | ........ | ........ |
| 01 | Supervisory and clerical | | ........ | ........ | ........ | 3 | 3 | 5,460 | 5,460 | ........ | ........ | 47,988 | 46,311 | ........ | ........ |
| 02 | Making Construction, Complaint and other | Inspection | 46,500 | 48,500 | 50,109 | 29 | 29 | 51,834 | 51,833 | 1.11 | .93 | 423,180 | 403,732 | $ 9.10 | $ 8.32 |
| 03 | Compliance Court Cases | Case | 110 | 190 | 140 | 26 | 26 | 946 | 947 | 8.60 | 4.98 | 7,436 | 6,194 | 67.60 | 32.60 |
| | **Total** | | | | | 36 | 36 | 65,520 | 65,520 | | | $ 535,812* | $ 510,779 | | |

*Includes $12,400 car allowance and $650 commodity allocation from corporate fund.

200-Water Fund

# DEPARTMENT OF BUILDINGS

## BUREAU OF PLUMBING INSPECTION

All expenditures and encumbrances hereunder to be processed through the accounting office of the Department of Water and Sewers.

| Code | | Amounts Appropriated |
|---|---|---|
| .005 | Salaries and Wages-on Payroll | $ 522,762. |
| *4318.000 | **For Personal Services** | $ 522,762. |

### POSITIONS AND SALARIES

| Code | Positions | No. | Rate |
|---|---|---|---|
| **PLUMBING CODE COMPLIANCE INSPECTION—4318** | | | |
| 2237 | Chief Plumbing Inspector | 1 | $ 1,404.00m |
| 2235 | Supervising Plumbing Inspector | 2 | 1,267.00m |
| | (Effective June 1) | | 1,319.00m |
| 2233 | Plumbing Inspector in Charge | 3 | 1,239.50m |
| | (Effective June 1) | | 1,291.50m |
| 2231 | Plumbing Inspector | 30 | 1,161.50m |
| | (Effective June 1) | | 1,213.50m |
| | | 36 | $ 522,762. |

200-Water Fund

# DEPARTMENT OF WATER AND SEWERS

## COMMISSIONER'S OFFICE

### DISTRIBUTION OF APPROPRIATIONS BY ORGANIZATIONAL ACTIVITIES

| CODE | ORGANIZATIONAL ACTIVITY | Year | Number of Positions | Personal Services | Contractual Services | Travel | Commodities | Contingencies | Specific Purposes | Total Operating Expense | Capital Outlay | Total Appropriation |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 8111 | Administrative and Clerical | 1970 | 13 | $ 198,909 | $ 16,390 | $ 1,910 | $ 2,265 | $ 450 | ........ | $ 219,924 | $ 100 | $ 220,024 |
| | | 1969 | 13 | 179,416 | 9,290 | 2,160 | 1,415 | 500 | ........ | 192,781 | 100 | 192,881 |
| **8114** | **Central Utilities Water Fund** | 1970 | 15 | 164,841 | 2,025 | 100 | 1,335 | 50 | ........ | 168,351 | ........ | 168,351 |
| | **Accounting** | 1969 | 15 | 154,872 | 2,625 | ........ | 1,335 | ........ | ........ | 158,832 | ........ | 158,832 |
| | **Totals** | 1970 | 28 | $ 363,750 | $ 18,415 | $ 2,010 | $ 3,600 | $ 500 | | $ 388,275 | $ 100 | $ 388,375 |
| | | 1969 | 28 | $ 334,288 | $ 11,915 | $ 2,160 | $ 2,750 | $ 500 | | $ 351,613 | $ 100 | $ 351,713 |

### PERFORMANCE DATA

| | | WORK UNITS | | | | PERSONNEL | | | | | | OPERATING COSTS | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Number | | | Number | | Man-Hours | | Man-Hours Per-Unit | | Total for Year | | Av. Cost Per-Unit | |
| CODE | ACTIVITY AND SUB-ACTIVITY | Name | Est. 1970 | Budget 1969 | Act. 1968 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 |
| 8111 | Administrative and Clerical | | ........ | ........ | ........ | 13 | 13 | 23,660 | 23,660 | ........ | ........ | $ 219,924 | $ 192,781 | ........ | ........ |
| **8114** | **Central Utilities Water Fund Accounting** | | ........ | ........ | ........ | 15 | 15 | 27,300 | 27,300 | ........ | ........ | 168,351 | 158,832 | ........ | ........ |
| | **Total** | | | | | 28 | 28 | 50,960 | 50,960 | | | $ 388,275 | $ 351,613 | | |

200-Water Fund

# DEPARTMENT OF WATER AND SEWERS

## COMMISSIONER'S OFFICE

The Commissioner of Water and Sewers is in charge of the operation and maintenance of the water works and sewer system, including the collection of water rates and fees and the issuance of permits in connection with the systems.

| Code | | Amounts Appropriated |
|---|---|---|
| .005 | Salaries and Wages—on Payroll | $ 359,536. |
| .015 | Schedule Salary Adjustments | 4,214. |
| *8110.000 | **For Personal Services** | 363,750. |
| .125 | Office and Building Services | 450. |
| .130 | Postage and Postal Charges | 200. |
| .150 | Publications | 8,000. |
| .155 | Rental of Property | 165. |
| .157 | Rental of Equipment and Services | 7,500. |
| .162 | Repair or Maintenance of Equipment | 700. |
| .164 | Bookbinding | 300. |
| .166 | Subscriptions and Dues | 250. |
| .176 | Maintenance and Operation—City Owned Vehicles | 600. |
| .186 | Telephone | 250. |
| *8110.100 | **For Contractual Services** | 18,415. |
| .228 | Automobile Allowance—schedule rate | 460. |
| .245 | Reimbursement to Travelers | 1,500. |
| .270 | Local Transportation | 50. |
| *8110.200 | **For Travel** | 2,010. |
| .340 | Material and Supplies | 100. |
| .350 | Stationery and Office Supplies | 3,500. |
| *8110.300 | **For Commodities** | 3,600. |
| .450 | Vehicles | 100. |
| *8110.400 | **For Equipment** | 100. |
| *8110.700 | **For Contingencies** | 500. |
| | ***Total for Commissioner's Office** | $ 388,375. |

## Department of Water and Sewers—*Continued*

### COMMISSIONER'S OFFICE—Continued

### POSITIONS AND SALARIES

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **ADMINISTRATION—8111** | | |
| 9668 | Commissioner of Water and Sewers | 1 | $ 32,500. |
| 5695 | Deputy Commissioner of Water and Sewers | 1 | 25,452. |
| 5906 | Administrative Engineer of Water and Sewers | 1 | 18,984. |
| 5955 | Safety Director | 1 | 18,084. |
| 5615 | Civil Engineer V | 1 | 14,148. |
| 1316 | Training Officer | 1 | 12,240. |
| 0746 | Staff Writer | 1 | 10,056. |
| 0805 | Secretary | 1 | 8,268. |
| 0308 | Staff Assistant | 1 | 17,220. |
| 0302 | Administrative Assistant II | 1 | 12,840. |
| 0427 | Chief Clerk | 1 | 15,600. |
| 0825 | Principal Stenographer | 1 | 6,480. |
| 0821 | Junior Stenographer | 1 | 5,088. |
| | Schedule Salary Adjustments | | 1,949. |
| | | 13 | 198,909. |
| | **CENTRAL WATER FUND ACCOUNTING—8114** | | |
| 0171 | Supervisor of Water Utility Accounting | 1 | 14,856. |
| 0173 | Chief Water Fund Accountant | 1 | 14,148. |
| 0303 | Administrative Assistant III | 1 | 15,600. |
| 0302 | Administrative Assistant II | 1 | 10,560. |
| 1175 | Senior Operations Analyst | 1 | 12,840. |
| 1173 | Operations Analyst | 1 | 9,564. |
| 1155 | Senior Methods Analyst | 1 | 9,120. |
| 0104 | Accountant IV | 1 | 12,840. |
| 0104 | Accountant IV | 1 | 11,652. |
| 0103 | Accountant III | 1 | 11,100. |
| 0102 | Accountant II | 1 | 9,564. |
| 0101 | Accountant I | 1 | 8,688. |
| 0423 | Head Clerk | 1 | 11,100. |
| 0403 | Senior Clerk | 1 | 5,340. |
| 0823 | Senior Stenographer | 1 | 5,604. |
| | Schedule Salary Adjustments | | 2,265. |
| | | 15 | 164,841. |
| | | 28 | $ 363,750. |
| | **Automobile Allowance—schedule rate** | | |
| 6755 | Compensation for use of personally owned automobiles by: | | |
| | Safety Director | 1 | |
| | | 1 | $ 460. |

# DEPARTMENT OF WATER AND SEWERS

## Offices of Deputy Commissioner for Water and Chief Water Engineer

### DISTRIBUTION OF APPROPRIATIONS BY ORGANIZATIONAL ACTIVITIES

| CODE | ORGANIZATIONAL ACTIVITY | Year | Number of Positions | Personal Services | Contractual Services | Travel | Commodities | Contingencies | Specific Purposes | Total Operating Expense | Capital Outlay | Total Appropriation |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **8211** | Administration | 1970 | 19 | $ 241,917 | $ 112,297 | $ 3,465 | $ 2,200 | ............ | ............ | $ 359,879 | $ 200 | $ 360,079 |
| | | 1969 | 19 | 244,281 | 125,375 | 3,465 | 2,200 | ............ | ............ | 375,321 | 200 | 375,521 |
| 8212 | Operating Methods | 1970 | 4 | 59,678 | 2,000 | 10 | 100 | ............ | ............ | 61,788 | ............ | 61,788 |
| | | 1969 | 4 | 56,604 | 2,000 | 10 | 100 | ............ | ............ | 58,714 | ............ | 58,714 |
| 8214 | Determining Pumping Station Efficiency | 1970 | 7 | 95,656 | 900 | 25 | 1,700 | ............ | ............ | 98,281 | 2,000 | 100,281 |
| | | 1969 | 7 | 89,364 | 950 | 25 | 1,700 | ............ | ............ | 92,039 | ............ | 92,039 |
| | Totals | 1970 | 30 | $ 397,251 | $ 115,197 | $ 3,500 | $ 4,000 | | | $ 519,948 | $ 2,200 | $ 522,148 |
| | | 1969 | 30 | $ 390,249 | $ 128,325 | $ 3,500 | $ 4,000 | | | $ 526,074 | $ 200 | $ 526,274 |

### PERFORMANCE DATA

| | | WORK UNITS | | | | PERSONNEL | | | | | | OPERATING COSTS | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Number | | | Number | | Man-Hours | | Man-Hours Per-Unit | | Total for Year | | Av. Cost Per-Unit | |
| CODE | ACTIVITY AND SUB-ACTIVITY | Name | Est. 1970 | Budget 1969 | Act. 1968 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 |
| 8211 | Administration | | .......... | .......... | .......... | 19 | 19 | 34,580 | 34,580 | ...... | ...... | $ 359,879 | $ 375,321 | ...... | ...... |
| **8212** | **Operating Methods** | | .......... | .......... | .......... | 4 | 4 | 7,800 | 7,800 | ...... | ...... | 61,788 | 58,714 | ...... | ...... |
| **8214** | **Determining Pumping Station Efficiency** | | .......... | .......... | .......... | 7 | 7 | 12,740 | 12,740 | ...... | ...... | 98,281 | 92,039 | ...... | ...... |
| | **Total** | | | | | 30 | 30 | 55,120 | 55,120 | | | $ 519,948 | $ 526,074 | | |

# DEPARTMENT OF WATER AND SEWERS

## BUREAU OF WATER

## OFFICES OF DEPUTY COMMISSIONER FOR WATER AND CHIEF WATER ENGINEER

The Deputy Commissioner for Water under the Commissioner has charge of the Water Works Systems.

| Code | | Amounts Appropriated |
|---|---|---|
| .005 | Salaries and Wages—on Payroll | $ 392,764. |
| .015 | Schedule Salary Adjustments | 4,487. |
| *8210.000 | **For Personal Services** | 397,251. |
| .125 | Office and Building Services | 1,500. |
| .128 | Fees and Services | 25. |
| .130 | Postage and Postal Charges | 800. |
| | Professional and Technical Services: | |
| .144 | Engineering | 79,572. |
| .147 | Surveys | 20,000. |
| .150 | Publications | 2,500. |
| .155 | Rental of Property | 500. |
| .157 | Rental of Equipment and Services | 1,500. |
| .160 | Repairs or Maintenance of Property | 2,000. |
| .162 | Repairs or Maintenance of Equipment | 2,300. |
| .164 | Bookbinding | 1,000. |
| .166 | Subscriptions and Dues | 1,500. |
| .169 | Technical Meeting Costs | 500. |
| .176 | Maintenance and Operation—City Owned Vehicles | 1,500. |
| *8210.100 | **For Contractual Services** | 115,197. |
| .228 | Automobile Allowance—schedule rate | 800. |
| .240 | Direct Payment to Private Agencies Providing Transportation or Related Services | 100. |
| .245 | Reimbursement to Travelers | 2,500. |
| .270 | Local Transportation | 100. |
| *8210.200 | **For Travel** | 3,500. |
| .340 | Material and Supplies | 500. |
| .345 | Apparatus and Instruments | 2,000. |
| .350 | Stationery and Office Supplies | 1,500. |
| *8210.300 | **For Commodities** | 4,000. |
| .440 | Machinery and Equipment | 100. |
| .450 | Vehicles | 2,100. |
| *8210.400 | **For Equipment** | 2,200. |
| | ***Total for Offices of Deputy Commissioner for Water and Chief Water Engineer** | $ 522,148. |

## Department of Water and Sewers—*Continued*

### BUREAU OF WATER—Continued

### OFFICES OF DEPUTY COMMISSIONER FOR WATER AND CHIEF WATER ENGINEER—Continued

### POSITIONS AND SALARIES

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **ADMINISTRATION—8211** | | |
| 5692 | Deputy Commissioner for Water | 1 | $ 28,000. |
| 5693 | Chief Water Engineer | 1 | 20,928. |
| 5691 | Assistant Chief Water Engineer | 2 | 18,084. |
| 5690 | Water Engineer | 1 | 21,984. |
| 5615 | Civil Engineer V | 1 | 15,600. |
| 5520 | Filtration Engineer V | 1 | 19,932. |
| 6141 | Engineering Technician II | 1 | 9,120. |
| 5761 | Civil Engineering Draftsman I | 1 | 6,804. |
| 0303 | Administrative Assistant III | 1 | 10,056. |
| 0302 | Administrative Assistant II | 1 | 8,268. |
| 0805 | Secretary | 1 | 9,120. |
| 0423 | Head Clerk | 1 | 11,652. |
| 0423 | Head Clerk | 1 | 10,560. |
| 0421 | Principal Clerk | 1 | 6,480. |
| 1305 | Personnel Aide | 1 | 7,872. |
| 0825 | Principal Stenographer | 1 | 6,480. |
| 0823 | Senior Stenographer | 1 | 5,604. |
| 0836 | Senior Typist | 1 | 5,340. |
| | Schedule Salary Adjustments | | 1,949. |
| | | 19 | 241,917. |
| | **OPERATING METHODS—8212** | | |
| 1175 | Senior Operations Analyst | 1 | 15,600. |
| 1175 | Senior Operations Analyst | 1 | 13,476. |
| 5039 | Electrical Mechanic (Radio) | 2 | 1,258.50m |
| | Schedule Salary Adjustments | | 398. |
| | | 4 | 59,678. |
| | **PUMPING STATION EFFICIENCY—8214** | | |
| 6055 | Mechanical Engineer V | 1 | 19,932. |
| 6054 | Mechanical Engineer IV | 1 | 18,084. |
| 6054 | Mechanical Engineer IV | 1 | 16,380. |
| 6053 | Mechanical Engineer III | 1 | 11,652. |
| 6052 | Mechanical Engineer II | 1 | 11,100. |
| 6051 | Mechanical Engineer I | 1 | 9,564. |
| 6141 | Engineering Technician II | 1 | 6,804. |
| | Schedule Salary Adjustments | | 2,140. |
| | | 7 | 95,656. |
| | | 30 | $ 397,251. |
| | **Automobile Allowance—schedule rate** | | |
| 6755 | Compensation for use of personally owned automobiles by: | | |
| | Chief Water Engineer | 1 | |
| | Assistant Chief Water Engineer | 1 | |
| | | 2 | $ 800. |

200-Water Fund

# DEPARTMENT OF WATER AND SEWERS

## BUREAU OF WATER

## WATER COLLECTION DIVISION

### DISTRIBUTION OF APPROPRIATIONS BY ORGANIZATIONAL ACTIVITY

| CODE | ORGANIZATIONAL ACTIVITY | Year | Number of Positions | Personal Services | Contractual Services | Travel | Commodities | Contingencies | Specific Purposes | Total Operating Expense | Capital Outlay | Total Appropriation |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 8220 | **Establishment and Billing of Water Accounts** | 1970 | 314 | $2,939,267 | $ 183,316 | $40,000 | $ 36,000 | ............... | $ 146,000 | $3,344,583 | $ 9,000 | $3,353,583 |
| | | 1969 | 314 | $2,764,497 | $ 160,900 | $34,000 | $ 46,000 | ............... | $ 146,136 | $3,151,533 | $ 12,000 | $3,163,533 |

### PERFORMANCE DATA

| | | WORK UNITS | | | | PERSONNEL | | | | | | OPERATING COSTS | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Number | | | Number | | Man-Hours | | Man-Hours Per-Unit | | Total for Year | | Av. Cost Per-Unit | |
| CODE | ACTIVITY AND SUB-ACTIVITY | Name | Est. 1970 | Budget 1969 | Act. 1968 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 |
| 8221 | Administrative and Clerical | | ........... | ........... | ........... | 66 | 66 | 120,120 | 120,120 | ........ | ........ | $ 937,956 | $ 881,055 | ........ | ........ |
| 8222 | Clerical Processing— Metered Accounts | Account | 168,000 | 167,000 | 161,409 | 26 | 24 | 47,320 | 43,680 | .28 | .26 | 203,259 | 183,712 | $ 1.20 | $ 1.10 |
| 8223 | Clerical Processing— Assessed Accounts | Account | 348,400 | 348,000 | 346,310 | 24 | 24 | 43,680 | 43,680 | .13 | .13 | 192,685 | 182,410 | .55 | .52 |
| 8224 | Preparation of Water Accounts for Billing | Account | 2,010,000 | 2,000,000 | 1,830,940 | 20 | 20 | 36,400 | 36,400 | .02 | .02 | 170,543 | 163,431 | .08 | .08 |
| 8225 | Cashiering | Payment | 1,880,000 | 1,874,000 | 1,780,620 | 20 | 19 | 36,400 | 34,580 | .02 | .02 | 134,454 | 121,011 | .07 | .06 |
| 8228 | Map Drafting | Item | 38,000 | 40,000 | 30,766 | 8 | 8 | 14,560 | 14,560 | .38 | .36 | 71,006 | 69,642 | 1.86 | 1.74 |
| 8229 | Issuing Water Permits to Contractors | Permit | 3,900 | 5,700 | 3,971 | 2 | 5 | 3,640 | 9,100 | 1.14 | 1.60 | 17,492 | 33,550 | 4.48 | 5.88 |
| 8232 | Reading Meters | Reading | 1,211,000 | 1,210,000 | 1,210,977 | 115 | 115 | 238,940 | 238,940 | .20 | .19 | 1,260,658 | 1,185,284 | 1.05 | .97 |
| 8233 | Following up Delinquent Accounts | Visit | 56,000 | 65,000 | 46,709 | 18 | 18 | 37,440 | 37,440 | .67 | .58 | 195,180 | 181,148 | 3.48 | 2.78 |
| 8235 | Making Annual and Special Examinations | Examination | 69,000 | 81,000 | 59,378 | 15 | 15 | 31,200 | 31,200 | .45 | .39 | 161,350 | 150,290 | 2.33 | 1.85 |
| | Totals | | | | | 314 | 314 | 609,700 | 609,700 | | | $3,344,583 | $3,151,533 | | |

200-Water Fund

# DEPARTMENT OF WATER AND SEWERS

## BUREAU OF WATER

## WATER COLLECTION DIVISION

**The Division of Water Collection is responsible for the assessment of charges for non-metered water accounts; the taking of water readings for metered water accounts; the billing, accounting, and auditing work in connection with the water charges; and finally, the collection of the water revenue.**

| Code | | Amounts Appropriated |
|---|---|---|
| .005 | Salaries and Wages—on Payroll | $ 2,885,508. |
| .010 | Salaries and Wages—on Voucher | |
| .015 | Schedule Salary Adjustments | 14,759. |
| .020 | Overtime | 39,000. |
| *8220.000 | **For Personal Services** | 2,939,267. |
| .125 | Office and Building Services | 500. |
| .130 | Postage and Postal Charges | 140,316. |
| | Professional and Technical Services: | |
| .142 | Auditing | 5,000. |
| .149 | Other Professional and Technical Services | 20,000. |
| .157 | Rental of Equipment and Services | 5,000. |
| .161 | Repair or Maintenance of Facilities | 5,000. |
| .162 | Repair or Maintenance of Equipment | 5,000. |
| .186 | Telephone | 2,500. |
| *8220.100 | **For Contractual Services** | 183,316. |
| .228 | Automobile Allowance—schedule rate | 32,500. |
| .270 | Local Transportation | 7,500. |
| *8220.200 | **For Travel** | 40,000. |
| .340 | Material and Supplies | 5,500. |
| .350 | Stationery and Office Supplies | 30,000. |
| .370 | Small Tools (Unit Value not Exceeding $10.00) | 200. |
| .375 | Tools (Unit Value over $10.00) | 300. |
| *8220.300 | **For Commodities** | 36,000. |
| .422 | Office Machines | 5,000. |
| .424 | Furniture and Furnishings | 4,000. |
| *8220.400 | **For Equipment** | 9,000. |
| *8220.935 | **Claims Against Water Fund** | 146,000. |
| | ***Total for Water Collection Division** | $ 3,353,583. |

## Department of Water and Sewers—*Continued*
### BUREAU OF WATER—Continued
### WATER COLLECTION DIVISION—Continued
### POSITIONS AND SALARIES

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **ADMINISTRATIVE AND CLERICAL—8221** | | |
| | **Administration** | | |
| 0246 | Superintendent of Water Collections | 1 | $ 24,228. |
| 0244 | Assistant Superintendent of Water Collections | 1 | 18,084. |
| 1055 | Chief Water Assessor | 1 | 17,220. |
| 1053 | Assistant Chief Water Assessor | 1 | 9,120. |
| 0805 | Secretary | 1 | 10,056. |
| 0427 | Chief Clerk | 1 | 14,856. |
| 0423 | Head Clerk | 1 | 10,560. |
| 0421 | Principal Clerk | 1 | 10,056. |
| 0461 | Messenger Clerk | 1 | 4,848. |
| 0827 | Head Stenographer | 1 | 7,500. |
| 0825 | Principal Stenographer | 1 | 6,480. |
| | **Auditing** | | |
| 0308 | Staff Assistant | 1 | 17,220. |
| 0102 | Accountant II | 1 | 10,056. |
| 0102 | Accountant II | 1 | 9,564. |
| 0423 | Head Clerk | 1 | 11,100. |
| 0423 | Head Clerk | 1 | 7,500. |
| 0421 | Principal Clerk | 1 | 10,056. |
| 0421 | Principal Clerk | 1 | 9,120. |
| 0421 | Principal Clerk | 1 | 8,688. |
| 0421 | Principal Clerk | 1 | 6,804. |
| 0403 | Senior Clerk | 1 | 7,872. |
| 0403 | Senior Clerk | 2 | 7,500. |
| 0403 | Senior Clerk | 2 | 7,152. |
| 0403 | Senior Clerk | 1 | 6,804. |
| 0401 | Junior Clerk | 1 | 6,180. |
| | **General Clerical** | | |
| 0423 | Head Clerk | 1 | 11,652. |
| 0421 | Principal Clerk | 1 | 10,056. |
| 0421 | Principal Clerk | 1 | 9,564. |
| 0421 | Principal Clerk | 1 | 9,120. |
| 0421 | Principal Clerk | 1 | 8,268. |
| 0421 | Principal Clerk | 1 | 6,804. |
| 0403 | Senior Clerk | 2 | 8,268. |
| 0403 | Senior Clerk | 2 | 7,872. |
| 0403 | Senior Clerk | 4 | 7,152. |
| 0403 | Senior Clerk | 1 | 6,804. |
| 0403 | Senior Clerk | 2 | 6,480. |
| 0403 | Senior Clerk | 1 | 5,604. |
| 0401 | Junior Clerk | 1 | 7,152. |
| 0401 | Junior Clerk | 2 | 6,804. |
| 0401 | Junior Clerk | 1 | 6,480. |
| 0401 | Junior Clerk | 2 | 6,180. |
| 0401 | Junior Clerk | 1 | 5,340. |
| 0401 | Junior Clerk | 1 | 5,088. |

## Department of Water and Sewers—*Continued*

### BUREAU OF WATER—Continued

### WATER COLLECTION DIVISION—Continued

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **ADMINISTRATIVE AND CLERICAL—8221—Continued** | | |
| | **General Clerical—Continued** | | |
| 0825 | Principal Stenographer | 1 | $ 10,056. |
| 0825 | Principal Stenographer | 1 | 8,268. |
| 0823 | Senior Stenographer | 1 | 6,180. |
| 0823 | Senior Stenographer | 1 | 5,892. |
| 0823 | Senior Stenographer | 1 | 5,604. |
| 0821 | Junior Stenographer | 1 | 5,088. |
| 0164 | Supervising Timekeeper | 1 | 8,688. |
| 1805 | Stockhandler | 1 | 6,480. |
| 1805 | Stockhandler | 1 | 6,180. |
| 5751 | Map Draftsman I | 1 | 6,804. |
| 5751 | Map Draftsman I | 1 | 6,480. |
| 4265 | Watchman | 2 | 538.00m |
| | Schedule Salary Adjustments | | 5,398. |
| | | 66 | 559,054. |
| | **CLERICAL PROCESSING—METERED RATES—8222** | | |
| 0426 | Assistant Chief Clerk | 1 | 14,148. |
| 0423 | Head Clerk | 1 | 11,652. |
| 0423 | Head Clerk | 1 | 9,564. |
| 0421 | Principal Clerk | 2 | 10,056. |
| 0421 | Principal Clerk | 2 | 9,564. |
| 0403 | Senior Clerk | 1 | 8,268. |
| 0403 | Senior Clerk | 3 | 7,500. |
| 0403 | Senior Clerk | 3 | 7,152. |
| 0403 | Senior Clerk | 1 | 6,804. |
| 0403 | Senior Clerk | 2 | 6,480. |
| 0403 | Senior Clerk | 3 | 6,180. |
| 0403 | Senior Clerk | 1 | 5,892. |
| 0403 | Senior Clerk | 1 | 5,604. |
| 0401 | Junior Clerk | 1 | 7,500. |
| 0401 | Junior Clerk | 1 | 7,152. |
| 0401 | Junior Clerk | 1 | 5,340. |
| 0401 | Junior Clerk | 1 | 4,848. |
| | Schedule Salary Adjustments | | 1,875. |
| | | 26 | 203,343. |
| | **CLERICAL PROCESSING—ASSESSED RATES—8223** | | |
| 0426 | Assistant Chief Clerk | 1 | 13,476. |
| 0423 | Head Clerk | 1 | 11,100. |
| 0421 | Principal Clerk | 3 | 10,056. |
| 0421 | Principal Clerk | 1 | 9,564. |
| 0403 | Senior Clerk | 5 | 8,268. |
| 0403 | Senior Clerk | 3 | 7,872. |
| 0403 | Senior Clerk | 1 | 7,152. |
| 0403 | Senior Clerk | 1 | 6,804. |
| 0403 | Senior Clerk | 1 | 6,480. |
| 0403 | Senior Clerk | 1 | 6,180. |
| 0401 | Junior Clerk | 1 | 7,152. |
| 0401 | Junior Clerk | 1 | 5,604. |

# Department of Water and Sewers—*Continued*

## BUREAU OF WATER—Continued

## WATER COLLECTION DIVISION—Continued

## POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **CLERICAL PROCESSING—ASSESSED RATES—8223—Continued** | | |
| 0401 | Junior Clerk | 2 | $ 5,340. |
| 0401 | Junior Clerk | 1 | 5,088. |
| 0401 | Junior Clerk | 1 | 4,848. |
| | Schedule Salary Adjustments | | 1,433. |
| | | 24 | 190,685. |
| | **TABULATING WATER BILLS AND ACCOUNTS—8224** | | |
| 1195 | Data Processing Coordinator III | 1 | 14,148. |
| 1198 | Data Processing Coordinator II | 1 | 12,240. |
| 1199 | Data Processing Coordinator I | 1 | 11,652. |
| 0626 | Chief Data Control Coder | 1 | 9,564. |
| 0621 | Data Control Coder | 1 | 6,804. |
| 0301 | Administrative Assistant I | 1 | 7,872. |
| 0421 | Principal Clerk | 1 | 10,056. |
| 0421 | Principal Clerk | 1 | 9,120. |
| 0403 | Senior Clerk | 2 | 7,500. |
| 0403 | Senior Clerk | 2 | 7,152. |
| 0403 | Senior Clerk | 1 | 5,604. |
| 0401 | Junior Clerk | 2 | 6,804. |
| 0401 | Junior Clerk | 1 | 6,480. |
| 0401 | Junior Clerk | 1 | 5,604. |
| 0401 | Junior Clerk | 1 | 5,088. |
| 0401 | Junior Clerk | 2 | 4,848. |
| | Schedule Salary Adjustments | | 1,705. |
| | | 20 | 158,545. |
| | **CASHIERING—8225** | | |
| 0302 | Administrative Assistant II | 1 | 8,268. |
| 0205 | Cashier | 1 | 7,872. |
| 0235 | Teller | 1 | 7,152. |
| 0235 | Teller | 1 | 6,480. |
| 0235 | Teller | 1 | 5,604. |
| 0421 | Principal Clerk | 1 | 9,120. |
| 0403 | Senior Clerk | 1 | 7,500. |
| 0403 | Senior Clerk | 1 | 7,152. |
| 0403 | Senior Clerk | 1 | 5,604. |
| 0403 | Senior Clerk | 1 | 5,340. |
| 0401 | Junior Clerk | 1 | 7,500. |
| 0401 | Junior Clerk | 1 | 7,152. |
| 0401 | Junior Clerk | 1 | 6,804. |
| 0401 | Junior Clerk | 1 | 5,892. |
| 0401 | Junior Clerk | 1 | 5,340. |
| 0401 | Junior Clerk | 1 | 5,088. |
| 0401 | Junior Clerk | 4 | 4,848. |
| | Schedule Salary Adjustments | | 1,694. |
| | | 20 | 128,954. |

## Department of Water and Sewers—*Continued*

### BUREAU OF WATER—Continued

### WATER COLLECTION DIVISION—Continued

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **MAP DRAFTING—8228** | | |
| 5753 | Chief Map Draftsman | 1 | $ 12,240. |
| 5752 | Map Draftsman II | 3 | 9,120. |
| 5752 | Map Draftsman II | 1 | 8,268. |
| 5752 | Map Draftsman II | 1 | 6,804. |
| 5751 | Map Draftsman I | 1 | 7,872. |
| 5751 | Map Draftsman I | 1 | 6,180. |
| | Schedule Salary Adjustments | | 1,282. |
| | | 8 | 70,006. |
| | **ISSUING PERMITS TO CONTRACTORS—8229** | | |
| 0421 | Principal Clerk | 1 | 9,120. |
| 0403 | Senior Clerk | 1 | 7,872. |
| | Schedule Salary Adjustments | | |
| | | 2 | 16,992. |
| | **READING METERS—8232** | | |
| 1067 | Chief Water Rate Taker | 1 | 14,148. |
| 1065 | Assistant Chief Water Rate Taker | 1 | 10,056. |
| 1063 | Supervisor of Water Rate Takers | 4 | 13,476. |
| 1063 | Supervisor of Water Rate Takers | 1 | 11,652. |
| 1063 | Supervisor of Water Rate Takers | 3 | 11,100. |
| 1061 | Water Rate Taker | 102 | 867.50m |
| 2230 | Meter and Plumbing Examiner | 3 | 1,161.50m |
| | (Effective June 1) | | 1,213.50m |
| | Schedule Salary Adjustments | | 1,372. |
| | | 115 | 1,229,158. |
| | **FOLLOWING UP DELINQUENT ACCOUNTS—8233** | | |
| 1061 | Water Rate Taker | 18 | 867.50m |
| | | 18 | 187,380. |
| | **MAKING ANNUAL AND SPECIAL EXAMINATIONS—8235** | | |
| 1061 | Water Rate Taker | 15 | 867.50m |
| | | 15 | 156,150. |
| | | 314 | $ 2,900,267. |
| | **Automobile Allowance—schedule rate** | | |
| 6755 | Compensation for use of personally owned automobiles by: | | |
| | Chief Water Rate Taker | 1 | |
| | Assistant Chief Water Rate Taker | 1 | |
| | Supervisor of Water Rate Takers | 8 | |
| | Employes assigned to field work | 40 | |
| | | 50 | $ 32,500. |

200-Water Fund

# DEPARTMENT OF WATER AND SEWERS

## BUREAU OF WATER

## WATER PURIFICATION DIVISION

### DISTRIBUTION OF APPROPRIATIONS BY ORGANIZATIONAL ACTIVITIES

| CODE | ORGANIZATIONAL ACTIVITY | Year | Number of Positions | Personal Services | Contractual Services | Travel | Commodities | Contingencies | Specific Purposes | Total Operating Expense | Capital Outlay | Total Appropriation |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **8240** | **Operation and Maintenance of Water Purification Plants** | 1970 | 537 | $6,425,717 | $1,407,795 | $ 8,170 | $4,001,405 | ............... | $ 145,000 | $11,988,087 | $ 109,000 | $12,097,087 |
| | | 1969 | 538 | $5,801,110 | $1,367,383 | $ 8,170 | $3,716,005 | ............... | $ 140,000 | $11,032,668 | $ 95,250 | $11,127,918 |

### PERFORMANCE DATA

| CODE | ACTIVITY AND SUB-ACTIVITY | WORK UNITS<br>Name | WORK UNITS<br>Number<br>Est. 1970 | WORK UNITS<br>Number<br>Budget 1969 | WORK UNITS<br>Number<br>Act. 1968 | PERSONNEL<br>Number<br>1970 | PERSONNEL<br>Number<br>1969 | PERSONNEL<br>Man-Hours<br>1970 | PERSONNEL<br>Man-Hours<br>1969 | PERSONNEL<br>Man-Hours Per-Unit<br>1970 | PERSONNEL<br>Man-Hours Per-Unit<br>1969 | OPERATING COSTS<br>Total for Year<br>1970 | OPERATING COSTS<br>Total for Year<br>1969 | OPERATING COSTS<br>Av. Cost Per-Unit<br>1970 | OPERATING COSTS<br>Av. Cost Per-Unit<br>1969 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 8241 | **Administrative and Clerical** | | ............ | ............ | ............ | 21 | 22 | 51,020 | 48,025 | ....... | ....... | $ 283,510 | $ 258,496 | ....... | ....... |
| 8242 | Operation and Maintenance— South Water Filtration Plant | **Mil. gals. treated** | 148,431 | 148,431 | 146,186 | 182 | 182 | 370,044 | 369,464 | 2.49 | 2.49 | 4,398,331 | 4,042,193 | $29.63 | $27.23 |
| 8243 | Making Laboratory Test | **Test** | 338,000 | 240,000 | 215,146 | 44 | 44 | 83,720 | 83,720 | .25 | .35 | 535,576 | 508,441 | 1.58 | 2.12 |
| 8244 | Water Quality Surveillance Section | | ............ | ............ | ............ | 21 | 21 | 38,220 | 38,220 | ....... | ....... | 262,036 | 238,148 | ....... | ....... |
| 8245 | Making Pollution and Dredging Inspections | **Inspection** | 22,100 | 22,100 | 22,203 | 10 | 10 | 20,020 | 20,020 | .90 | .90 | 91,566 | 86,426 | 4.14 | 3.91 |
| 8248 | Operation and Maintenance— Central Water Filtration Plant | **Mil. gals. treated** | 260,000 | 260,000 | 241,939 | 259 | 259 | 530,724 | 521,524 | 2.04 | 2.00 | 6,417,068 | 5,898,964 | 24.68 | 22.69 |
| | **Total** | | | | | 537 | 538 | 1,093,748 | 1,080,973 | | | $11,988,087 | $11,032,668 | | |

200-Water Fund

# DEPARTMENT OF WATER AND SEWERS

## BUREAU OF WATER

## WATER PURIFICATION DIVISION

The Water Purification Division is responsible for the operation and maintenance of the filtration plants, the collecting and testing of water samples, the operation of the Water Purification Laboratory, and making water pollution surveys.

| Code | | Amounts Appropriated |
|---|---|---|
| .005 | Salaries and Wages—on Payroll | $ 6,285,674. |
| .015 | Schedule Salary Adjustments | 21,543. |
| .020 | Overtime | 21,000. |
| .025 | Vacation Relief | 20,000. |
| .026 | Sick Relief | 2,500. |
| .040 | Adjustment to Prevailing Rates of Per Diem Employes | 75,000. |
| *8240.000 | **For Personal Services** | 6,425,717. |
| .125 | Office and Building Services | 34,800. |
| .130 | Postage and Postal Charges | 1,750. |
| | Professional and Technical Services: | |
| .148 | Testing and Inspecting | 2,500. |
| .149 | Other Professional and Technical Services | 5,000. |
| .157 | Rental of Equipment and Services | 32,050. |
| .160 | Repair or Maintenance of Property | 233,000. |
| .161 | Repair or Maintenance of Facilities | 1,300. |
| .162 | Repair or Maintenance of Equipment | 310,000. |
| .164 | Bookbinding | 2,100. |
| .166 | Subscriptions and Dues | 2,000. |
| .169 | Technical Meeting Costs | 500. |
| .170 | Surety Bond Premiums | 20. |
| .173 | State Vehicle License Plates | 75. |
| .175 | Transportation Charges (Exclusive of Travel) | 1,000. |
| .176 | Maintenance and Operation—City Owned Vehicles | 7,700. |
| .182 | Heat, Light and Power (Public) | 765,000. |
| .186 | Telephone | 9,000. |
| *8240.100 | **For Contractual Services** | 1,407,795. |
| .245 | Reimbursement to Travelers | 8,070. |
| .270 | Local Transportation | 100. |
| *8240.200 | **For Travel** | 8,170. |
| | Fuel: | |
| .314 | Fuel Oil | 100,000. |
| .316 | Gas—Bottled and Propane | 2,050. |
| .318 | Other | 400. |
| .320 | Gasoline | 5,000. |
| .340 | Material and Supplies | 208,100. |
| .342 | Drug, Medical and Chemical Materials and Supplies | 3,300,000. |
| .345 | Apparatus and Instruments | 33,000. |
| .350 | Stationery and Office Supplies | 20,040. |
| .360 | Repair Parts and Materials | 320,100. |
| .370 | Small Tools (Unit Value not Exceeding $10.00) | 4,715. |
| .375 | Tools (Unit Value over $10.00) | 8,000. |
| *8240.300 | **For Commodities** | 4,001,405. |

## Department of Water and Sewers—*Continued*
### BUREAU OF WATER—Continued
### WATER PURIFICATION DIVISION—Continued

| Code | | Amounts Appropriated |
|---|---|---|
| .410 | Equipment for Buildings | $ 2,000. |
| .422 | Office Machines | 4,000. |
| .424 | Furniture and Furnishings | 10,000. |
| .440 | Machinery and Equipment | 36,000. |
| .445 | Technical and Scientific Equipment | 40,900. |
| .450 | Vehicles | 16,100. |
| *8240.400 | **For Equipment** | 109,000. |
| *8240.801 | Central Water and South Water Filtration Plants Security Service | 125,000. |
| *8240.802 | To reimburse the Corporate Purposes Fund for Centrex Telephone Service | 20,000. |
| | ***Total for Water Purification Division** | $12,097,087. |

### POSITIONS AND SALARIES

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **ADMINISTRATION—8241** | | |
| 5566 | Engineer of Water Purification | 1 | $ 25,452. |
| 5564 | Assistant Engineer of Water Purification | 1 | 24,228. |
| 0743 | Technical Writer | 1 | 14,856. |
| 0308 | Staff Assistant | 1 | 14,148. |
| 0303 | Administrative Assistant III | 1 | 11,100. |
| 0178 | Supervisor of Payrolls | 1 | 13,476. |
| 0102 | Accountant II | 1 | 9,564. |
| 0423 | Head Clerk | 1 | 9,120. |
| 0421 | Principal Clerk | 1 | 6,804. |
| 0403 | Senior Clerk | 2 | 6,480. |
| 0403 | Senior Clerk | 1 | 5,892. |
| 0403 | Senior Clerk | 1 | 5,604. |
| 0825 | Principal Stenographer | 1 | 6,804. |
| 0825 | Principal Stenographer | 1 | 6,480. |
| 0823 | Senior Stenographer | 2 | 6,804. |
| 0823 | Senior Stenographer | 1 | 6,180. |
| 0821 | Junior Stenographer | 1 | 4,848. |
| 0841 | Varitype Operator | 1 | 5,604. |
| 0658 | Senior Multilith Operator | 1 | 6,180. |
| 6133 | Engineer in Training | (8,000h) | 3.39h |
| 0744 | Tour Guide | (4,800h) | 2.66h |
| | **Schedule Salary Adjustments** | | 3,369. |
| | | 21 | 246,165. |
| | **OPERATION AND MAINTENANCE, SOUTH WATER FILTRATION PLANT—8242** | | |
| 5517 | Chief Filtration Engineer | 1 | 21,984. |
| 5520 | Filtration Engineer V | 4 | 19,932. |
| 5520 | Filtration Engineer V | 1 | 18,084. |

## Department of Water and Sewers—*Continued*

### BUREAU OF WATER—Continued

### WATER PURIFICATION DIVISION—Continued

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **OPERATION AND MAINTENANCE, SOUTH WATER FILTRATION PLANT—8242—Continued** | | |
| 5520 | Filtration Engineer V | 1 | $ 17,220. |
| 5520 | Filtration Engineer V | 1 | 14,148. |
| 5519 | Filtration Engineer IV | 1 | 14,856. |
| 5519 | Filtration Engineer IV | 1 | 14,148. |
| 5519 | Filtration Engineer IV | 1 | 12,840. |
| 5518 | Filtration Engineer III | 1 | 16,380. |
| 5518 | Filtration Engineer III | 2 | 14,856. |
| 5518 | Filtration Engineer III | 2 | 13,476. |
| 5512 | Chemical Engineer II | 1 | 11,652. |
| 5511 | Chemical Engineer I | 1 | 10,056. |
| 5533 | Water Chemist III | 1 | 10,560. |
| 5532 | Water Chemist II | 3 | 10,056. |
| 5521 | Chemist I | 1 | 9,564. |
| 5521 | Chemist I | 1 | 9,120. |
| 5521 | Chemist I | 2 | 8,688. |
| 5642 | Sanitary Engineer II | 1 | 12,240. |
| 5642 | Sanitary Engineer II | 1 | 10,560. |
| 6053 | Mechanical Engineer III | 1 | 12,840. |
| 6051 | Mechanical Engineer I | 1 | 11,100. |
| 6051 | Mechanical Engineer I | 1 | 9,564. |
| 6115 | Water Quality Technician V | 1 | 11,100. |
| 6114 | Water Quality Technician IV | 1 | 10,056. |
| 6113 | Water Quality Technician III | 1 | 9,120. |
| 5761 | Civil Engineering Draftsman I | 1 | 7,872. |
| 0302 | Administrative Assistant II | 1 | 10,560. |
| 0421 | Principal Clerk | 1 | 6,480. |
| 0823 | Senior Stenographer | 1 | 5,604. |
| 0836 | Senior Typist | 1 | 6,180. |
| 0684 | Senior Telephone Operator | 1 | 6,480. |
| 1815 | Principal Storekeeper | 1 | 9,120. |
| 1811 | Storekeeper | 1 | 8,268. |
| 1805 | Stockhandler | 1 | 6,480. |
| 1805 | Stockhandler | 1 | 5,604. |
| 7747 | Chief Operating Engineer | 1 | 1,376.00m |
| | (Effective July 1) | | 1,474.00m |
| 7745 | Assistant Chief Operating Engineer | 7 | 1,261.00m |
| | (Effective July 1) | | 1,350.00m |
| 7743 | Operating Engineer, Group A | 22 | 1,146.50m |
| | (Effective July 1) | | 1,228.50m |
| 7741 | Operating Engineer, Group C | 30 | 946.00m |
| | (Effective July 1) | | 1,019.00m |
| 8244 | Foreman of Laborers | 1 | 775.00m |
| 9593 | Station Laborer (Sub-Foreman) | 4 | 691.50m |
| 9593 | Station Laborer | 22 | 629.00m |
| 5040 | Foreman of Electrical Mechanics—In Charge | 1 | 1,515.00m |

## Department of Water and Sewers—*Continued*

### BUREAU OF WATER—Continued

### WATER PURIFICATION DIVISION—Continued

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **OPERATION AND MAINTENANCE, SOUTH WATER FILTRATION PLANT—8242—Continued** | | |
| 5040 | Foreman of Electrical Mechanics | 1 | $ 1,423.50m |
| 5035 | Electrical Mechanic | 11 | 1,258.50m |
| 5035 | Electrical Mechanic | 12 | 1,165.00m |
| 7775 | Stationary Fireman (257d) (2,056h) | 4 | 4.80h |
| | (Effective July 1) | | 5.40h |
| 4776 | Foreman of Steamfitters (255d) (2,040h) | 1 | 6.75h |
| 4774 | Steamfitter (255d) (2,040h) | 3 | 6.25h |
| 6674 | Machinist (Sub-Foreman) (255d) (2,040h) | 1 | 6.53h |
| 6674 | Machinist (255d) (2,040h) | 2 | 6.18h |
| 4301 | Carpenter (255d) (2,040h) | 1 | 6.05h |
| 4634 | Painter (Sub-Foreman) (255d) (2,040h) | 1 | 6.36h |
| 4634 | Painter (255d) (2,040h) | 4 | 5.65h |
| 7183 | Motor Truck Driver (280d) (2,240h) | 1 | 4.70h |
| 4285 | Window Washer | 1 | 662.00m |
| 4223 | Janitor | 6 | 630.00m |
| 4265 | Watchman | 1 | 538.00m |
| | Schedule Salary Adjustments | | 6,945. |
| | | | 2,176,581. |
| | Overtime | | 6,000. |
| | Sick Relief | | 1,500. |
| | Adjusting Rates—Per Diem Employes | | 50,000. |
| | Vacation Relief | | 10,000. |
| | | 182 | 2,244,081. |
| | **MAKING LABORATORY TESTS (WATER PURIFICATION LABORATORY)—8243** | | |
| 3154 | Director of Water Purification Laboratory | 1 | 17,220. |
| 5534 | Water Chemist IV | 1 | 14,148. |
| 5533 | Water Chemist III | 2 | 14,148. |
| 5533 | Water Chemist III | 1 | 13,476. |
| 5533 | Water Chemist III | 1 | 11,652. |
| 5533 | Water Chemist III | 2 | 11,100. |
| 5532 | Water Chemist II | 1 | 10,560. |
| 5532 | Water Chemist II | 3 | 10,056. |
| 5532 | Water Chemist II | 1 | 9,564. |
| 5521 | Chemist I | 1 | 11,652. |
| 5521 | Chemist I | 1 | 10,560. |
| 5521 | Chemist I | 2 | 9,120. |

200-Water Fund

## Department of Water and Sewers—*Continued*

### BUREAU OF WATER—Continued

### WATER PURIFICATION DIVISION—Continued

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **MAKING LABORATORY TESTS (WATER PURIFICATION LABORATORY)—8243—Continued** | | |
| 3148 | Water Bacteriologist IV | 1 | $ 14,148. |
| 3147 | Water Bacteriologist III | 1 | 12,840. |
| 3147 | Water Bacteriologist III | 2 | 11,100. |
| 3147 | Water Bacteriologist III | 1 | 10,560. |
| 3146 | Water Bacteriologist II | 1 | 10,560. |
| 3146 | Water Bacteriologist II | 5 | 10,056. |
| 3145 | Water Bacteriologist I | 1 | 11,652. |
| 3145 | Water Bacteriologist I | 1 | 8,688. |
| 3101 | Bacteriologist I | 1 | 11,652. |
| 6112 | Water Quality Technician II | 1 | 10,056. |
| 6112 | Water Quality Technician II | 1 | 8,688. |
| 3129 | Laboratory Technician II | 2 | 7,152. |
| 3129 | Laboratory Technician II | 1 | 6,804. |
| 3129 | Laboratory Technician II | 1 | 6,180. |
| 3129 | Laboratory Technician II | (24m) | 515.00m |
| 3128 | Laboratory Technician I | 1 | 7,152. |
| 3128 | Laboratory Technician I | 3 | 6,480. |
| 3128 | Laboratory Technician I | 2 | 5,604. |
| 0823 | Senior Stenographer | 1 | 5,604. |
| | Schedule Salary Adjustments | | 3,444. |
| | | 44 | 455,556. |
| | **WATER QUALITY SURVEILLANCE SECTION—8244** | | |
| 5646 | Chief Sanitary Engineer | 1 | 20,928. |
| 5645 | Sanitary Engineer V | 1 | 16,380. |
| 5644 | Sanitary Engineer IV | 1 | 18,084. |
| 5643 | Sanitary Engineer III | 1 | 16,380. |
| 5643 | Sanitary Engineer III | 1 | 14,856. |
| 5642 | Sanitary Engineer II | 1 | 14,856. |
| 5642 | Sanitary Engineer II | 1 | 12,240. |
| 5642 | Sanitary Engineer II | 1 | 11,652. |
| 5642 | Sanitary Engineer II | 1 | 10,560. |
| 5641 | Sanitary Engineer I | 1 | 12,840. |
| 5641 | Sanitary Engineer I | 1 | 11,652. |
| 5641 | Sanitary Engineer I | 1 | 10,560. |
| 6115 | Water Quality Technician V | 1 | 11,652. |
| 0403 | Senior Clerk | 1 | 6,480. |
| 0823 | Senior Stenographer | 1 | 7,152. |
| 0821 | Junior Stenographer | 1 | 6,180. |
| 3150 | Water Sampler | 4 | 675.50m |
| 9593 | Station Laborer | 1 | 629.00m |
| | Schedule Salary Adjustments | | 1,607. |
| | | 21 | 244,031. |
| | **MAKING POLLUTION AND DREDGING INSPECTIONS—8245** | | |
| 2316 | Dredging Inspector in Charge | 1 | 808.50m |
| 2314 | Dredging Inspector | 9 | 758.00m |
| | Schedule Salary Adjustments | | |
| | | 10 | 91,566. |

# Department of Water and Sewers—*Continued*
## BUREAU OF WATER—Continued
## WATER PURIFICATION DIVISION—Continued
## POSITIONS AND SALARIES—Continued

### OPERATION AND MAINTENANCE, CENTRAL WATER FILTRATION PLANT—8248

| Code | Positions | No. | Rate |
|---|---|---|---|
| 5517 | Chief Filtration Engineer | 1 | $ 21,984. |
| 5520 | Filtration Engineer V | 2 | 19,932. |
| 5520 | Filtration Engineer V | 2 | 18,084. |
| 5520 | Filtration Engineer V | 2 | 17,220. |
| 5520 | Filtration Engineer V | 1 | 16,380. |
| 5519 | Filtration Engineer IV | 1 | 15,600. |
| 5519 | Filtration Engineer IV | 1 | 14,856. |
| 5519 | Filtration Engineer IV | 1 | 14,148. |
| 5519 | Filtration Engineer IV | 1 | 12,840. |
| 5518 | Filtration Engineer III | 1 | 14,148. |
| 5518 | Filtration Engineer III | 1 | 13,476. |
| 5518 | Filtration Engineer III | 2 | 12,840. |
| 5512 | Chemical Engineer II | 2 | 12,240. |
| 5512 | Chemical Engineer II | 2 | 11,652. |
| 5511 | Chemical Engineer I | 1 | 11,100. |
| 5511 | Chemical Engineer I | 1 | 10,560. |
| 5642 | Sanitary Engineer II | 1 | 14,856. |
| 5642 | Sanitary Engineer II | 1 | 14,148. |
| 6054 | Mechanical Engineer IV | 1 | 15,600. |
| 6053 | Mechanical Engineer III | 1 | 12,840. |
| 6052 | Mechanical Engineer II | 1 | 13,476. |
| 6052 | Mechanical Engineer II | 1 | 11,652. |
| 5533 | Water Chemist III | 1 | 11,652. |
| 5533 | Water Chemist III | 1 | 11,100. |
| 5532 | Water Chemist II | 4 | 10,056. |
| 5532 | Water Chemist II | 1 | 9,564. |
| 5521 | Chemist I | 3 | 9,120. |
| 5521 | Chemist I | 2 | 8,688. |
| 6115 | Water Quality Technician V | 2 | 11,100. |
| 6114 | Water Quality Technician IV | 2 | 10,056. |
| 6113 | Water Quality Technician III | 2 | 9,120. |
| 5789 | Mechanical Engineering Draftsman II | 1 | 8,268. |
| 5762 | Civil Engineering Draftsman II | 1 | 11,652. |
| 0302 | Administrative Assistant II | 1 | 9,564. |
| 0421 | Principal Clerk | 1 | 8,268. |
| 0403 | Senior Clerk | 1 | 6,480. |
| 0403 | Senior Clerk | 1 | 5,340. |
| 0823 | Senior Stenographer | 1 | 6,180. |
| 0823 | Senior Stenographer | 1 | 5,892. |
| 0821 | Junior Stenographer | 1 | 4,848. |
| 1815 | Principal Storekeeper | 1 | 7,500. |
| 1811 | Storekeeper | 1 | 8,268. |
| 1811 | Storekeeper | 1 | 6,180. |
| 1805 | Stockhandler | 2 | 7,152. |
| 1805 | Stockhandler | 1 | 5,604. |
| 7904 | Foreman of Landscape Maintenance | 1 | 10,560. |

## Department of Water and Sewers—*Continued*
### BUREAU OF WATER—Continued
### WATER PURIFICATION DIVISION—Continued
### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **OPERATION AND MAINTENANCE CENTRAL WATER FILTRATION PLANT—8248—Continued** | | |
| **7747** | Chief Operating Engineer | 1 | $ 1,376.00m |
| | (Effective July 1) | | 1,474.00m |
| **7745** | Assistant Chief Operating Engineer | 7 | 1,261.00m |
| | (Effective July 1) | | 1,350.00m |
| 7743 | Operating Engineer, Group A | 35 | 1,146.50m |
| | (Effective July 1) | | 1,228.50m |
| 7741 | Operating Engineer, Group C | 49 | 946.00m |
| | (Effective July 1) | | 1,019.00m |
| **4225** | **Foreman of Janitors** | 1 | 774.00m |
| **4223** | **Janitor** | 17 | 630.00m |
| **8244** | **Foreman of Laborers** | 1 | 775.00m |
| **9593** | **Station Laborer (Sub-Foreman)** | 4 | 691.50m |
| **9593** | **Station Laborer** | 22 | 629.00m |
| **5040** | **Foreman of Electrical Mechanics—In Charge** | 1 | 1,515.00m |
| 5040 | Foreman of Electrical Mechanics | 1 | 1,423.50m |
| **5035** | **Electrical Mechanic** | 15 | 1,258.50m |
| **5035** | **Electrical Mechanic** | 18 | 1,165.00m |
| **7775** | **Stationary Fireman (257d) (2,056h)** | 4 | 4.80h |
| | (Effective July 1) | | 5.40h |
| 7775 | Stationary Fireman | (2,880h) | 4.80h |
| | (Effective July 1) | | 5.40h |
| **6674** | **Machinist (Sub-Foreman) (255d) (2,040h)** | 1 | 6.53h |
| **6674** | **Machinist (255d) (2,040h)** | 3 | 6.18h |
| **4776** | **Foreman of Steamfitters (255d) (2,040h)** | 1 | 6.75h |
| **4774** | **Steamfitter (255d) (2,040h)** | 7 | 6.25h |
| 4301 | Carpenter (255d) (2,040h) | 1 | 6.05h |
| 4634 | Painter (Sub-Foreman) (255d) (2,040h) | 1 | 6.36h |

## Department of Water and Sewers—*Continued*

### BUREAU OF WATER—Continued

### WATER PURIFICATION DIVISION—Continued

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **OPERATION AND MAINTENANCE CENTRAL WATER FILTRATION PLANT— 8248—Continued** | | |
| 4634 | Painter (255d) (2,040h) | 6 | $ 5.65h |
| **7183** | **Motor Truck Driver (280d) (2,240h)** | 1 | 4.70h |
| | **Schedule Salary Adjustments** | | 6,178. |
| | | | 3,093,318. |
| | **Overtime** | | 15,000. |
| | **Vacation Relief** | | 10,000. |
| | **Sick Relief** | | 1,000. |
| | **Adjusting Rates—Per Diem Employes** | | 25,000. |
| | | 259 | 3,144,318. |
| | | 537 | $ 6,425,717. |

# DEPARTMENT OF WATER AND SEWERS
## BUREAU OF WATER
## PUMPING STATION OPERATION DIVISION
## DISTRIBUTION OF APPROPRIATIONS BY ORGANIZATIONAL ACTIVITIES

| CODE | ORGANIZATIONAL ACTIVITY | Year | Number of Positions | Personal Services | Contractual Services | Travel | Commodities | Contingencies | Specific Purposes | Total Operating Expense | Capital Outlay | Total Appropriation |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | **Operation of Water Pumping Stations:** | | | | | | | | | | | |
| **8251** | **Administration** | 1970 | 15 | $ 184,262 | $ 3,625 | $ 1,900 | $ 7,300 | ........ | $ 400 | $ 197,487 | $ 3,000 | $ 200,487 |
| | | 1969 | 15 | 167,688 | 2,775 | 1,800 | 8,200 | ........ | 400 | 180,863 | 3,000 | 183,863 |
| **8253** | **Mayfair Pumping Station** | 1970 | 48 | 599,137 | 149,900 | ........ | 359,150 | ........ | ........ | 1,108,187 | 4,000 | 1,112,187 |
| | | 1969 | 48 | 522,719 | 141,000 | ........ | 367,840 | ........ | ........ | 1,031,559 | 4,000 | 1,035,559 |
| **8254** | **Springfield Avenue Pumping Station** | 1970 | 46 | 563,184 | 358,650 | ........ | 242,460 | ........ | ........ | 1,164,294 | 4,000 | 1,168,294 |
| | | 1969 | 46 | 496,901 | 118,300 | ........ | 292,510 | ........ | ........ | 907,711 | 4,000 | 911,711 |
| **8255** | **Central Park Avenue Pumping Station** | 1970 | 45 | 551,214 | 152,850 | ........ | 285,650 | ........ | ........ | 989,714 | 4,000 | 993,714 |
| | | 1969 | 45 | 492,446 | 148,600 | ........ | 301,690 | ........ | ........ | 942,736 | 4,000 | 946,736 |
| **8256** | **Roseland Pumping Station** | 1970 | 46 | 571,596 | 143,100 | ........ | 353,960 | ........ | ........ | 1,068,656 | 4,000 | 1,072,656 |
| | | 1969 | 46 | 498,734 | 123,100 | ........ | 327,510 | ........ | ........ | 949,344 | 4,000 | 953,344 |
| **8257** | **Western Avenue Pumping Station** | 1970 | 49 | 627,683 | 321,250 | ........ | 189,960 | ........ | ........ | 1,138,893 | 4,000 | 1,142,893 |
| | | 1969 | 55 | 621,413 | 251,700 | ........ | 204,210 | ........ | ........ | 1,077,323 | 4,000 | 1,081,323 |
| **8261** | **Lake View Pumping Station** | 1970 | .... | ........ | 132,500 | ........ | 11,250 | ........ | ........ | 143,750 | 1,000 | 144,750 |
| | | 1969 | .... | ........ | 110,400 | ........ | 7,250 | ........ | ........ | 117,650 | 1,000 | 118,650 |
| **8262** | **68th Street Pumping Station** | 1970 | 24 | 322,821 | 186,450 | ........ | 8,160 | ........ | ........ | 517,431 | 2,000 | 519,431 |
| | | 1969 | 24 | 286,589 | 206,350 | ........ | 9,130 | ........ | ........ | 502,069 | 2,000 | 504,069 |
| **8263** | **Southwest Pumping Station** | 1970 | 16 | 222,365 | 232,800 | ........ | 10,160 | ........ | ........ | 465,325 | 1,000 | 466,325 |
| | | 1969 | 15 | 191,369 | 215,550 | ........ | 9,130 | ........ | ........ | 416,049 | 1,000 | 417,049 |

200-Water Fund

# Department of Water and Sewers—*Continued*

## BUREAU OF WATER—Continued

## PUMPING STATION OPERATION DIVISION—Continued

## DISTRIBUTION OF APPROPRIATIONS BY ORGANIZATIONAL ACTIVITIES—Continued

| CODE | ORGANIZATIONAL ACTIVITY | Year | Number of Positions | Personal Services | Contractual Services | Travel | Commodities | Contingencies | Specific Purposes | Total Operating Expense | Capital Outlay | Total Appropriation |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **8264** | **Cermak Pumping Station** | 1970 | 22 | $ 303,103 | $ 202,300 | ............ | $ 10,160 | $ 700 | ............ | $ 516,263 | $ 2,000 | $ 518,263 |
| | | 1969 | 22 | 269,443 | 192,150 | ............ | 9,130 | 550 | ............ | 471,274 | 2,000 | 473,274 |
| **8265** | **Chicago Avenue Pumping Station** | 1970 | 28 | 360,506 | 200,150 | ............ | 19,460 | 600 | ............ | 580,716 | 2,000 | 582,716 |
| | | 1969 | 28 | 320,480 | 219,150 | ............ | 10,130 | 650 | ............ | 550,410 | 2,000 | 552,410 |
| **8266** | **Thomas Jefferson Pumping Station** | 1970 | 22 | 318,317 | 162,550 | ............ | 9,640 | ............ | ............ | 490,507 | 2,000 | 492,507 |
| | | 1969 | 22 | 281,540 | 194,250 | $ 100 | 11,430 | ............ | ............ | 487,320 | 2,000 | 489,320 |
| **8259** | **Redistribution of Material and Supplies** | 1970 | 1 | 10,073 | 2,800 | ............ | 5,670 | ............ | ............ | 18,543 | ............ | 18,543 |
| | | 1969 | 1 | 9,257 | 3,400 | ............ | 5,520 | ............ | ............ | 18,177 | ............ | 18,177 |
| **8268** | **Tunnels and Cribs** | 1970 | 13 | 216,611 | 15,500 | ............ | 27,060 | 500 | ............ | 259,671 | 2,000 | 261,671 |
| | | 1969 | 13 | 201,719 | 38,100 | ............ | 27,170 | 600 | ............ | 267,589 | 2,000 | 269,589 |
| | **Totals Water Pumping Stations** | 1970 | 375 | $4,850,872 | $2,264,425 | $ 1,900 | $1,540,040 | $ 1,800 | $ 400 | $8,659,437 | $ 35,000 | $8,694,437 |
| | | 1969 | 380 | $4,360,298 | $1,964,825 | $ 1,900 | $1,590,850 | $ 1,800 | $ 400 | $7,920,073 | $ 35,000 | $7,955,073 |
| 8269 | Operation—Hegewisch Sewage Pumping Station | 1970 | 4 | 62,576 | 7,500 | ............ | 4,300 | ............ | ............ | 74,376 | 1,000 | 75,376 |
| | | 1969 | 4 | 53,696 | 12,400 | ............ | 4,290 | ............ | ............ | 70,386 | 1,000 | 71,386 |
| | **Totals Pumping Station Operation Division** | 1970 | 379 | $4,913,448 | $2,271,925 | $ 1,900 | $1,544,340 | $ 1,800 | $ 400 | $8,733,813 | $ 36,000 | $8,769,813 |
| | | 1969 | 384 | $4,413,994 | $1,977,225 | $ 1,900 | $1,595,140 | $ 1,800 | $ 400 | $7,990,459 | $ 36,000 | $8,026,459 |

# Department of Water and Sewers—*Continued*

## BUREAU OF WATER—Continued

## PUMPING STATION OPERATION DIVISION—Continued

## PERFORMANCE DATA

| | | | WORK UNITS | | | PERSONNEL | | | | | | OPERATING COSTS | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Number | | | Number | | Man-Hours | | Man-Hours Per-Unit | | Total for Year | | Av. Cost Per-Unit | |
| CODE | ACTIVITY AND SUB-ACTIVITY | Name | Est. 1970 | Budget 1969 | Act. 1968 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 |
| | **Operation of Water Pumping Stations:** | | | | | | | | | | | | | | |
| 8251 | **Administration** | | ............ | ............ | ............ | 15 | 15 | 27,960 | 27,960 | ........ | ........ | $ 197,487 | $ 180,863 | ........ | ........ |
| | **Steam Pumping Stations:** | | | | | | | | | | | | | | |
| 8253 | **Mayfair** | Mil. Gal. | 50,000 | 50,000 | 47,785 | 48 | 48 | 105,020 | 105,020 | 2.10 | 2.10 | 1,108,187 | 1,031,559 | $22.16 | $20.63 |
| 8254 | **Springfield Avenue** | Mil. Gal. | 49,000 | 49,000 | 45,700 | 46 | 46 | 100,540 | 99,448 | 2.05 | 2.03 | 1,164,294 | 907,711 | 23.76 | 18.52 |
| 8255 | **Central Park Avenue** | Mil. Gal. | 50,000 | 55,000 | 48,911 | 45 | 45 | 97,368 | 97,368 | 1.95 | 1.77 | 989,714 | 942,736 | 19.79 | 17.14 |
| 8256 | **Roseland** | Mil. Gal. | 50,000 | 48,000 | 46,407 | 46 | 46 | 99,552 | 99,552 | 1.99 | 2.07 | 1,068,656 | 949,344 | 21.37 | 19.77 |
| 8257 | **Western Avenue** | Mil. Gal. | 40,000 | 43,000 | 42,203 | 49 | 55 | 107,982 | 120,838 | 2.70 | 2.81 | 1,138,893 | 1,077,323 | 28.47 | 25.05 |
| | **Sub-Total Steam Powered Pumping Stations** | Mil. Gal. | 239,000 | 245,000 | 231,006 | 234 | 240 | 510,462 | 522,226 | 2.14 | 2.13 | 5,469,744 | 4,908,673 | 22.88 | 20.03 |
| | **Electric Pumping Stations:** | | | | | | | | | | | | | | |
| 8261 | **Lake View** | Mil. Gal. | 15,000 | 12,000 | 13,032 | .... | .... | ............ | ............ | ........ | ........ | 143,750 | 117,650 | 9.58 | 9.80 |
| 8262 | **68th Street** | Mil. Gal. | 30,000 | 35,000 | 29,605 | 24 | 24 | 52,948 | 52,948 | 1.76 | 1.51 | 517,431 | 502,069 | 17.25 | 14.34 |
| 8263 | **Southwest** | Mil. Gal. | 34,000 | 32,000 | 29,095 | 16 | 15 | 34,736 | 32,656 | 1.02 | 1.02 | 465,325 | 416,049 | 13.68 | 13.00 |
| 8264 | **Cermak** | Mil. Gal. | 36,000 | 31,000 | 29,908 | 22 | 22 | 48,724 | 48,724 | 1.35 | 1.57 | 516,263 | 471,273 | 14.34 | 15.20 |
| 8265 | **Chicago Avenue** | Mil. Gal. | 36,000 | 36,000 | 28,545 | 28 | 28 | 60,240 | 60,240 | 1.67 | 1.67 | 580,716 | 550,410 | 16.13 | 15.28 |
| 8266 | **Thomas Jefferson** | Mil. Gal. | 21,000 | 25,000 | 17,352 | 22 | 22 | 49,516 | 49,516 | 2.36 | 1.98 | 490,507 | 487,320 | 23.35 | 19.49 |
| | **Sub-Total Electric Powered Pumping Stations** | Mil. Gal. | 172,000 | 171,000 | 147,537 | 112 | 111 | 246,164 | 244,084 | 1.43 | 1.43 | 2,713,992 | 2,544,771 | 15.78 | 14.88 |
| 8259 | **Material and Supplies: For Redistribution** | | ............ | ............ | ............ | 1 | 1 | 2,040 | 2,040 | ........ | ........ | 18,543 | 18,177 | ........ | ........ |

200-Water Fund

# Department of Water and Sewers—*Continued*

## BUREAU OF WATER—Continued

## PUMPING STATION OPERATION DIVISION—Continued

## PERFORMANCE DATA—Continued

| | | WORK UNITS | | | | PERSONNEL | | | | | | OPERATING COSTS | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Number | | | Number | | Man-Hours | | Man-Hours Per-Unit | | Total for Year | | Av. Cost Per-Unit | |
| CODE | ACTIVITY AND SUB-ACTIVITY | Name | Est. 1970 | Budget 1969 | Act. 1968 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 |
| 8268 | Operation—Tunnels and Cribs | | ............ | ............ | ............ | 13 | 13 | 37,152 | 37,152 | ........ | ........ | $ 259,671 | $ 267,589 | ........ | ........ |
| | Sub-Total Operation Water Pumping Stations | Mil. Gal. | 411,000 | 416,000 | 378,543 | 375 | 380 | 823,778 | 833,462 | 2.00 | 2.00 | 8,659,437 | 7,920,073 | $21.07 | $19.03 |
| 8269 | Operation—Hegewisch Sewage Pumping Station | | ............ | ............ | ............ | 4 | 4 | 8,736 | 8,736 | ........ | ........ | 74,376 | 70,386 | ........ | ........ |
| 8250 | **Totals Pumping Station Operation Division** | | | | | 379 | 384 | 832,514 | 842,198 | | | $8,733,813 | $7,990,459 | | |

200-Water Fund

# DEPARTMENT OF WATER AND SEWERS
## BUREAU OF WATER
## PUMPING STATION OPERATION DIVISION

**This** Division operates and maintains water pumping stations, **water** intake **cribs** and **the Hegewisch Sewage** Pumping Station.

| Code | | Amounts Appropriated |
|---|---|---|
| .005 | Salaries and Wages—on Payroll | $ 4,600,368. |
| .010 | Salaries and Wages—on Voucher | |
| .015 | Schedule Salary Adjustments | 5,630. |
| .020 | Overtime | 3,250. |
| .025 | Vacation Relief | 200,000. |
| .026 | Sick Relief | 45.000. |
| .040 | Adjustment to Prevailing Rates of Per Diem Employes | 59,200. |
| *8250.000 | **For Personal Services** | 4,913,448. |
| .125 | Office and Building Services | 2,100. |
| .130 | Postage and Postal Charges | 400. |
| | Professional and Technical Services: | |
| .148 | Testing and Inspecting | 2,400. |
| .158 | Rental of Equipment and Services—City Owned | 6,000. |
| .160 | Repair or Maintenance of Property | 165,000. |
| .162 | Repair or Maintenance of Equipment | 633,400. |
| .166 | Subscriptions and Dues | 75. |
| .175 | Transportation Charges (Exclusive of Travel) | 850. |
| .176 | Maintenance and Operation—City Owned Vehicles | 3,500. |
| .182 | Heat, Light and Power (Public) | 1,445,000. |
| .186 | Telephone | 13,200. |
| *8250.100 | **For Contractual Services** | 2,271,925. |
| .228 | Automobile Allowance—schedule rate | 800. |
| .245 | Reimbursement to Travelers | 600. |
| .270 | Local Transportation | 500. |
| *8250.200 | **For Travel** | 1,900. |
| | Fuel: | |
| .312 | Coal | 1,104,000. |
| .314 | Fuel Oil | 150,000. |
| .316 | Gas—Bottled and Propane | 1,300. |
| .318 | Other | 400. |
| .320 | Gasoline | 2,500. |
| .330 | Food | 16,640. |
| .340 | Material and Supplies | 88,000. |
| .342 | Drug, Medical and Chemical Materials and Supplies | 700. |
| .345 | Apparatus and Instruments | 5,550. |
| .348 | Books and Related Materials | 300. |
| .350 | Stationery and Office Supplies | 3,000. |
| .360 | Repair Parts and Materials | 166,000. |
| .370 | Small Tools (Unit Value not Exceeding $10.00) | 2,950. |
| .375 | Tools (Unit Value over $10.00) | 3,000. |
| *8250.300 | **For Commodities** | 1,544,340. |

## Department of Water and Sewers—*Continued*

### BUREAU OF WATER—Continued

### PUMPING STATION OPERATION DIVISION—Continued

| Code | | Amounts Appropriated |
|---|---|---|
| .440 | Machinery and Equipment | $ 36,000. |
| *8250.400 | **For Equipment** | 36,000. |
| *8250.801 | To reimburse the Corporate Purposes Fund for Centrex Telephone Service | 1,800. |
| *8250.934 | **Claims: For Damages** | 400. |
| | ***Total for Pumping Station Operation Division** | $ 8,769,813. |

### POSITIONS AND SALARIES

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **ADMINISTRATION—8251** | | |
| 6087 | Engineer of Water Pumping | 1 | $ 18,084. |
| 6086 | Assistant Engineer of Water Pumping | 1 | 18,984. |
| 6085 | Service Engineer | 1 | 1,376.00m |
| | (Effective July 1) | | 1,474.00m |
| 6084 | Assistant Service Engineer | 1 | 1,261.00m |
| | (Effective July 1) | | 1,350.00m |
| 0427 | Chief Clerk | 1 | 14,856. |
| 0423 | Head Clerk | 1 | 8,688. |
| 0421 | Principal Clerk | 1 | 7,872. |
| 0403 | Senior Clerk | 1 | 8,268. |
| 0403 | Senior Clerk | 1 | 7,152. |
| 0827 | Head Stenographer | 1 | 11,652. |
| 0821 | Junior Stenographer | 1 | 5,892. |
| 0836 | Senior Typist | 1 | 6,804. |
| 6674 | Machinist (255d) (2,040h) | 1 | 1,071.00m |
| 6745 | Pattern Maker (255d) (2,040h) | 1 | 6.30h |
| | (Effective May 1) | | 6.60h |
| 9411 | Construction Laborer (255d) (2,040h) | 1 | 4.75h |
| | Schedule Salary Adjustments | | 5,630. |
| | | | 182,450. |
| | Vacation Relief | | 1,025. |
| | Sick Relief | | 487. |
| | Adjustment to prevailing rate of Per Diem Employes | | 300. |
| | | 15 | 184,262. |

## Department of Water and Sewers—*Continued*

### BUREAU OF WATER—Continued

### PUMPING STATION OPERATION DIVISION—Continued

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **MAYFAIR PUMPING STATION—8253** | | |
| 7747 | Chief Operating Engineer | 1 | $ 1,376.00m |
| | (Effective July 1) | | 1,474.00m |
| 7745 | Assistant Chief Operating Engineer | 4 | 1,261.00m |
| | (Effective July 1) | | 1,350.00m |
| 7743 | Operating Engineer, Group A | 3 | 1,146.50m |
| | (Effective July 1) | | 1,228.50m |
| 7741 | Operating Engineer, Group C | 13 | 946.00m |
| | (Effective July 1) | | 1,019.00m |
| 7741 | Operating Engineer, Group C | (6m) | 946.00m |
| 6674 | Machinist (255d) (2,040h) | 2 | 1,071.00m |
| 4774 | Steamfitter (2,080h) | 2 | 1,083.50m |
| 7633 | Hoisting Engineer (255d) (2,040h) | 1 | 6.05h |
| 4634 | Painter (255d) (2,040h) | 1 | 5.65h |
| 7775 | Stationary Fireman (287d) (2,296h) | 9 | 4.80h |
| | (Effective July 1) | | 5.40h |
| 7705 | Boiler Washer (275d) (2,200h) | 1 | 4.85h |
| | (Effective July 1) | | 5.45h |
| 9593 | Station Laborer | 11 | 629.00m |
| | | | 556,780. |
| | Vacation Relief | | 23,600. |
| | Sick Relief | | 3,307. |
| | Overtime | | 450. |
| | Adjustment to prevailing rate of Per Diem Employes | | 15,000. |
| | | 48 | 599,137. |
| | **SPRINGFIELD AVENUE PUMPING STATION—8254** | | |
| 7747 | Chief Operating Engineer | 1 | 1,376.00m |
| | (Effective July 1) | | 1,474.00m |
| 7745 | Assistant Chief Operating Engineer | 4 | 1,261.00m |
| | (Effective July 1) | | 1,350.00m |
| 7743 | Operating Engineer, Group A | 3 | 1,146.50m |
| | (Effective July 1) | | 1,228.50m |
| 7743 | Operating Engineer, Group A | (6m) | 1,146.50m |
| 7741 | Operating Engineer, Group C | 12 | 946.00m |
| | (Effective July 1) | | 1,019.00m |
| 6674 | Machinist (255d) (2,040h) | 2 | 1,071.00m |
| 4774 | Steamfitter (2,080h) | 2 | 1,083.50m |
| 7633 | Hoisting Engineer (255d) (2,040h) | 1 | 6.05h |
| 4634 | Painter (255d) (2,040h) | 1 | 5.65h |
| 7775 | Stationary Fireman (287d) (2,296h) | 4 | 4.80h |
| | (Effective July 1) | | 5.40h |
| 7705 | Boiler Washer (275d) (2,200h) | 1 | 4.85h |
| | (Effective July 1) | | 5.45h |
| 7777 | Water Tender (287d) (2,296h) | 4 | 4.85h |
| | (Effective July 1) | | 5.45h |

## Department of Water and Sewers—*Continued*
### BUREAU OF WATER—Continued
### PUMPING STATION OPERATION DIVISION—Continued
### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| **SPRINGFIELD AVENUE PUMPING STATION—8254 Continued** | | | |
| 9593 | Station Laborer | 11 | $ 629.00m |
| | | | 534,943. |
| | Vacation Relief | | 23,211. |
| | Sick Relief | | 3,180. |
| | Overtime | | 450. |
| | Adjustment to prevailing rate of Per Diem Employes | | 1,400. |
| | | 46 | 563,184. |
| **CENTRAL PARK AVENUE PUMPING STATION—8255** | | | |
| 7747 | Chief Operating Engineer | 1 | 1,376.00m |
| | (Effective July 1) | | 1,474.00m |
| 7745 | Assistant Chief Operating Engineer | 4 | 1,261.00m |
| | (Effective July 1) | | 1,350.00m |
| 7743 | Operating Engineer, Group A | 3 | 1,146.50m |
| | (Effective July 1) | | 1,228.50m |
| 7741 | Operating Engineer, Group C | 12 | 946.00m |
| | (Effective July 1) | | 1,019.00m |
| 6674 | Machinist (255d) (2,040h) | 2 | 1,071.00m |
| 4774 | Steamfitter (2,080h) | 2 | 1,083.50m |
| 7633 | Hoisting Engineer (255d) (2,040h) | 1 | 6.05h |
| 4634 | Painter (255d) (2,040h) | 1 | 5.65h |
| 7775 | Stationary Fireman (287d) (2,296h) | 4 | 4.80h |
| | (Effective July 1) | | 5.40h |
| 7705 | Boiler Washer (275d) (2,200h) | 1 | 4.85h |
| | (Effective July 1) | | 5.45h |
| 7777 | Water Tender (287d) (2,296h) | 4 | 4.85h |
| | (Effective July 1) | | 5.45h |
| 9593 | Station Laborer | 10 | 629.00m |
| | | | 520,516. |
| | Vacation Relief | | 22,285. |
| | Sick Relief | | 6,563. |
| | Overtime | | 450. |
| | Adjustment to prevailing rate of Per Diem Employes | | 1,400. |
| | | 45 | 551,214. |
| **ROSELAND PUMPING STATION—8256** | | | |
| 7747 | Chief Operating Engineer | 1 | 1,376.00m |
| | (Effective July 1) | | 1,474.00m |
| 7745 | Assistant Chief Operating Engineer | 4 | 1,261.00m |
| | (Effective July 1) | | 1,350.00m |
| 7743 | Operating Engineer, Group A | 3 | 1,146.50m |
| | (Effective July 1) | | 1,228.50m |
| 7741 | Operating Engineer, Group C | 13 | 946.00m |
| | (Effective July 1) | | 1,019.00m |
| 6674 | Machinist (255d) (2,040h) | 2 | 1,071.00m |

## Department of Water and Sewers—*Continued*

### BUREAU OF WATER—Continued

### PUMPING STATION OPERATION DIVISION—Continued

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **ROSELAND PUMPING STATION—8256—Continued** | | |
| 4774 | Steamfitter (2,080h) | 2 | $ 1,083.50m |
| 7633 | Hoisting Engineer (255d) (2,040h) | 1 | 6.05h |
| 4634 | Painter (255d) (2,040h) | 1 | 5.65h |
| 7705 | Boiler Washer (275d) (2,200h) | 1 | 4.85h |
| | (Effective July 1) | | 5.45h |
| 7777 | Water Tender (287d) (2,296h) | 4 | 4.85h |
| | (Effective July 1) | | 5.45h |
| 7775 | Stationary Fireman (287d) (2,296h) | 4 | 4.80h |
| | (Effective July 1) | | 5.40h |
| 9593 | Station Laborer | 10 | 629.00m |
| | | | 532,306. |
| | Vacation Relief | | 21,533. |
| | Sick Relief | | 3,307. |
| | Overtime | | 450. |
| | Adjustment to prevailing rate of Per Diem Employes | | 14,000. |
| | | 46 | 571,596. |
| | **WESTERN AVENUE PUMPING STATION—8257** | | |
| 7747 | Chief Operating Engineer | 1 | 1,376.00m |
| | (Effective July 1) | | 1,474.00m |
| 7745 | Assistant Chief Operating Engineer | 4 | 1,261.00m |
| | (Effective July 1) | | 1,350.00m |
| 7743 | Operating Engineer, Group A | 5 | 1,146.50m |
| | (Effective July 1) | | 1,228.50m |
| 7741 | Operating Engineer, Group C | 13 | 946.00m |
| | (Effective July 1) | | 1,019.00m |
| 7741 | Operating Engineer, Group C | (12m) | 946.00m |
| | (Effective July 1) | | 1,019.00m |
| 5035 | Electrical Mechanic | 1 | 1,258.50m |
| 6674 | Machinist (255d) (2,040h) | 2 | 1,071.00m |
| 4774 | Steamfitter (2,080h) | 2 | 1,083.50m |
| 4634 | Painter (255d) (2,040h) | 1 | 5.65h |
| 7705 | Boiler Washer (275d) (2,200h) | 1 | 4.85h |
| | (Effective July 1 ) | | 5.45h |
| 7777 | Water Tender (287d) (2,296h) | 4 | 4.85h |
| | (Effective July 1 ) | | 5.45h |

## Department of Water and Sewers—*Continued*

### BUREAU OF WATER—Continued

### PUMPING STATION OPERATION DIVISION—Continued

### POSITION AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **WESTERN AVENUE PUMPING STATION—8257 Continued** | | |
| 7775 | Stationary Fireman (287d) (2,296h) | 4 | $ 4.80h |
| | (Effective July 1) | | 5.40h |
| 9593 | Station Laborer | 10 | 629.00m |
| 9593 | Station Laborer | (10m) | 629.00m |
| | | | 581,646. |
| | Vacation Relief | | 26,996. |
| | Sick Relief | | 4,591. |
| | Overtime | | 450. |
| | Adjustment to prevailing rate of Per Diem Employes | | 14,000. |
| | | 49 | 627,683. |
| | **SIXTY-EIGHTH STREET PUMPING STATION—8262** | | |
| 7747 | Chief Operating Engineer | 1 | 1,376.00m |
| | (Effective July 1) | | 1,474.00m |
| 7745 | Assistant Chief Operating Engineer | 4 | 1,261.00m |
| | (Effective July 1) | | 1,350.00m |
| 7741 | Operating Engineer, Group C | 10 | 946.00m |
| | (Effective July 1) | | 1,019.00m |
| 7741 | Operating Engineer, Group C | (6m) | 946.00m |
| 5035 | Electrical Mechanic | 1 | 1,258.50m |
| 5035 | Electrical Mechanic | 3 | 1,165.00m |
| 9593 | Station Laborer | 4 | 629.00m |
| 4634 | Painter (255d) (2,040h) | 1 | 5.65h |
| | | | 302,100. |
| | Vacation Relief | | 13,383. |
| | Sick Relief | | 4,088. |
| | Overtime | | 250. |
| | Adjustment to prevailing rate of Per Diem Employes | | 3,000. |
| | | 24 | 322,821. |
| | **SOUTHWEST PUMPING STATION—8263** | | |
| 7747 | Chief Operating Engineer | 1 | 1,376.00m |
| | (Effective July 1) | | 1,474.00m |
| 7745 | Assistant Chief Operating Engineer | 4 | 1,261.00m |
| | (Effective July 1) | | 1,350.00m |
| 7741 | Operating Engineer, Group C | 5 | 946.00m |
| | (Effective July 1) | | 1,019.00m |
| 5035 | Electrical Mechanic | 1 | 1,258.50m |
| 5035 | Electrical Mechanic | 3 | 1,165.00m |

## Department of Water and Sewers—*Continued*

### BUREAU OF WATER—Continued

### PUMPING STATION OPERATION DIVISION—Continued

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| **SOUTHWEST PUMPING STATION—8263—Continued** | | | |
| 9593 | Station Laborer | 2 | $ 629.00m |
| | | | 210,852. |
| | Vacation Relief | | 9,313. |
| | Sick Relief | | 2,200. |
| | Overtime | | |
| | | 16 | 222,365. |
| | **CERMAK PUMPING STATION—8264** | | |
| 7747 | Chief Operating Engineer | 1 | 1,376.00m |
| | (Effective July 1) | | 1,474.00m |
| 7745 | Assistant Chief Operating Engineer | 4 | 1,261.00m |
| | (Effective July 1) | | 1,350.00m |
| 7741 | Operating Engineer, Group C | 9 | 946.00m |
| | (Effective July 1) | | 1,019.00m |
| 7741 | Operating Engineer, Group C | (6m) | 946.00m |
| 5035 | Electrical Mechanic | 1 | 1,258.50m |
| 5035 | Electrical Mechanic | 3 | 1,165.00m |
| 9593 | Station Laborer | 4 | 629.00m |
| | | | 278,784. |
| | Vacation Relief | | 17,521. |
| | Sick Relief | | 4,548. |
| | Overtime | | 250. |
| | Adjustment to prevailing rate of Per Diem Employes | | 2,000. |
| | | 22 | 303,103. |
| **CHICAGO AVENUE PUMPING STATION—8265** | | | |
| 7747 | Chief Operating Engineer | 1 | 1,376.00m |
| | (Effective July 1) | | 1,474.00m |
| 7745 | Assistant Chief Operating Engineer | 4 | 1,261.00m |
| | (Effective July 1) | | 1,350.00m |
| 7741 | Operating Engineer, Group C | 11 | 946.00m |
| | (Effective July 1) | | 1,019.00m |
| 5035 | Electrical Mechanic | 1 | 1,258.50m |
| 5035 | Electrical Mechanic | 3 | 1,165.00m |
| 6674 | Machinist (255d) (2,040h) | 1 | 1,071.00m |
| 9593 | Station Laborer | 6 | 629.00m |
| 4634 | Painter (255d) (2,040h) | 1 | 5.65h |
| | | | 336,162. |
| | Vacation Relief | | 15,750. |

## Department of Water and Sewers—*Continued*

### BUREAU OF WATER—Continued

### PUMPING STATION OPERATION DIVISION—Continued

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **CHICAGO AVENUE PUMPING STATION—8265 Continued** | | |
| | Sick Relief | | $ 4,344. |
| | Overtime | | 250. |
| | Adjustment to prevailing rate of Per Diem Employes | | 4,000. |
| | | 28 | 360,506. |
| | **THOMAS JEFFERSON PUMPING STATION—8266** | | |
| 7747 | Chief Operating Engineer | 1 | 1,376.00m |
| | (Effective July 1) | | 1,474.00m |
| 7745 | Assistant Chief Operating Engineer | 4 | 1,261.00m |
| | (Effective July 1) | | 1,350.00m |
| 7741 | Operating Engineer, Group C | 10 | 946.00m |
| | (Effective July 1) | | 1,019.00m |
| 7741 | Operating Engineer, Group C | (10m) | 946.00m |
| | (Effective July 1) | | 1,019.00m |
| 5035 | Electrical Mechanic | 1 | 1,258.50m |
| 5035 | Electrical Mechanic | 3 | 1,165.00m |
| 9593 | Station Laborer | 2 | 629.00m |
| 4634 | Painter (255d) (2,040h) | 1 | 5.65h |
| | | | 291,153. |
| | Vacation Relief | | 17,997. |
| | Sick Relief | | 4,917. |
| | Overtime | | 250. |
| | Adjustment to prevailing rate of Per Diem Employes | | 4,000. |
| | | 22 | 318,317. |
| | **TUNNELS AND CRIBS—8268** | | |
| 8309 | Head Crib Keeper | 1 | 1,077.00m |
| 8307 | Crib Keeper (365d) | 2 | 34.04d |
| 8305 | Junior Crib Keeper (365d) | 10 | 34.04d |
| 9406 | Crib Laborer | (1,460d) | 34.04d |
| | | | 211,718. |
| | Vacation Relief | | 3,572. |
| | Sick Relief | | 1,321. |
| | Adjustment to prevailing rate of Per Diem Employes | | |
| | | 13 | 216,611. |
| | **HEGEWISCH SEWAGE PUMPING STATION—8269** | | |
| 7743 | Operating Engineer, Group A | 4 | 1,146.50m |
| | (Effective July 1) | | 1,228.50m |
| | | | 57,000. |
| | Vacation Relief | | 3,429. |
| | Sick Relief | | 2,147. |
| | | 4 | 62,576. |

# Department of Water and Sewers—*Continued*

## BUREAU OF WATER—Continued

## PUMPING STATION OPERATION DIVISION—Continued

## POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **MATERIALS AND SUPPLIES FOR REDISTRIBUTION—8259** | | |
| 7183 | Motor Truck Driver (255d) (2,040h) ....... | 1 | $ 4.70h |
| | | | 9,588. |
| | **Vacation Relief** ........................... | | 385. |
| | **Adjustment to prevailing rate of Per Diem Employes** .............................. | | 100. |
| | | 1 | 10,073. |
| | | 379 | $ 4,913,448. |
| | **Automobile Allowance—schedule rate** | | |
| **6755** | Compensation for use of personally owned automobiles for not to exceed 11½ months by: | | |
| | Assistant Engineer of Water Pumping ........ | 1 | |
| | Service Engineer .......................... | 1 | |
| | | 2 | $ 800. |

200-Water Fund

# DEPARTMENT OF WATER AND SEWERS
## BUREAU OF WATER
## WATER DISTRIBUTION DIVISION
## DISTRIBUTION OF APPROPRIATIONS BY ORGANIZATIONAL ACTIVITIES

| CODE | ORGANIZATIONAL ACTIVITY | Year | Number of Positions | Personal Services | Contractual Services | Travel | Commodities | Contingencies | Specific Purposes | Total Operating Expense | Capital Outlay | Total Appropriation |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **8270** | **Water Distribution Technical Services....** | 1970 | 254 | $3,157,574 | $ 300,450 | $50,500 | $ 118,600 | ............... | $ 6,000 | $3,633,124 | $ 175,900 | $3,809,024 |
| | | 1969 | 277 | 2,999,736 | 284,450 | 46,540 | 112,600 | ............... | 6,000 | 3,449,326 | 59,700 | 3,509,026 |
| **8280** | **Construction and Repair of Distribution Facilities ..........** | 1970 | 1,274 | 8,853,148 | 365,000 | 34,000 | 795,500 | ............... | 46,000 | 10,093,648 | 843,000 | 10,936,648 |
| | | 1969 | 1,224 | 7,692,675 | 350,100 | 34,960 | 745,500 | ............... | 46,000 | 8,869,235 | 976,000 | 9,845,235 |
| | **Totals** .......... | 1970 | 1,528 | $12,010,722 | $ 665,450 | $84,500 | $ 914,100 | ............... | $ 52,000 | $13,726,772 | $1,018,900 | $14,745,672 |
| | | 1969 | 1,541 | $10,692,411 | $ 634,550 | $81,500 | $ 858,100 | ............... | $ 52,000 | $12,318,561 | $1,035,700 | $13,354,261 |

## PERFORMANCE DATA

| | | | WORK UNITS | | | PERSONNEL | | | | | | OPERATING COSTS | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Number | | | Number | | Man-Hours | | Man-Hours Per-Unit | | Total for Year | | Av. Cost Per-Unit | |
| CODE | ACTIVITY AND SUB-ACTIVITY | Name | Est. 1970 | Budget 1969 | Act. 1968 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 |
| 8271 | **Administration:** .......... | | ........... | ........... | ........... | 61 | 63 | 126,900 | 126,100 | ........ | ........ | $1,049,156 | $ 977,504 | ........ | ........ |
| 01 | **Supervision and clerical**.......... | | ........... | ........... | ........... | 60 | 62 | 125,080 | 124,280 | ........ | ........ | 1,037,576 | 966,464 | ........ | ........ |
| 02 | **Conducting damage and other investigations** .......... | **Investigation** | 1,200 | 1,200 | 1,003 | 1 | 1 | 1,820 | 1,820 | 1.52 | 1.52 | 11,580 | 11,040 | $ 9.65 | $ 9.20 |
| 8272 | **Providing Engineering Service:** .... | | ........... | ........... | ........... | 76 | 82 | 146,320 | 131,040 | ........ | ........ | 1,131,252 | 1,175,353 | ........ | ........ |
| 01 | **Supervision, design, construction maintenance and research** .......... | | ........... | ........... | ........... | 71 | 67 | 137,220 | 121,940 | ........ | ........ | 1,049,280 | 1,103,749 | ........ | ........ |
| 02 | **Testing for underground leaks..** | **Mile** | 1,800 | 1,800 | 2,162 | 5 | 5 | 9,100 | 9,100 | 5.06 | 5.06 | 81,972 | 71,604 | 45.54 | 39.78 |

200-Water Fund

## Department of Water and Sewers—*Continued*

### BUREAU OF WATER—Continued

### WATER DISTRIBUTION DIVISION—Continued

### PERFORMANCE DATA—Continued

| | | | WORK UNITS | | | PERSONNEL | | | | | | OPERATING COSTS | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Number | | | Number | | Man-Hours | | Man-Hours Per-Unit | | Total for Year | | Av. Cost Per-Unit | |
| CODE | ACTIVITY AND SUB-ACTIVITY | Name | Est. 1970 | Budget 1969 | Act. 1968 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 |
| 8277 | **Garaging, Operating and Servicing Vehicles:** | | ........ | ........ | ........ | 117 | 111 | 268,653 | 228,869 | ........ | ........ | $1,452,716 | $1,296,469 | ........ | ........ |
| 01 | **Supervision, clerical and custodial** | | ........ | ........ | ........ | 8 | 7 | 16,640 | 16,272 | ........ | ........ | 75,474 | 61,668 | ........ | ........ |
| 02 | **Operating and servicing vehicles** | Vehicle | 97 | 92 | 91 | 109 | 104 | 252,013 | 212,597 | 2,598 | 2,310 | 1,377,242 | 1,234,801 | $14,198 | $13,421 |
| 8284 | **Repairs, Renewals, Rehabilitation and Water Leak Control:** | | ........ | ........ | ........ | 783 | 708 | 1,641,590 | 1,481,830 | ........ | ........ | 10,080,220 | 8,855,807 | ........ | ........ |
| 01 | Supervision and clerical | | ........ | ........ | ........ | 38 | 37 | 77,480 | 77,740 | ........ | ........ | 295,069 | 269,535 | ........ | ........ |
| 02 | Repairing water mains | Job | 85,000 | 70,000 | 86,786 | 727 | 653 | 1,526,670 | 1,366,650 | 17.96 | 19.52 | 9,524,403 | 8,337,140 | 112.05 | 119.10 |
| 03 | Inspecting plumbing fixtures | Fixture | 600,000 | 600,000 | 548,046 | 10 | 10 | 20,800 | 20,800 | .04 | .04 | 145,228 | 138,758 | .24 | .22 |
| 04 | Inspecting service pipe installations | Inspection | 10,000 | 10,000 | 6,177 | 5 | 5 | 10,400 | 10,400 | 1.04 | 1.04 | 72,614 | 69,379 | 7.26 | 6.93 |
| 05 | Examining plumbing plans | Plan | 10,000 | 10,000 | 5,165 | 3 | 3 | 6,240 | 6,240 | .62 | .62 | 42,906 | 40,995 | 4.29 | 4.09 |
| 8285 | **Constructing Facilities:** | | ........ | ........ | ........ | 459 | 465 | 940,640 | 950,120 | ........ | ........ | 11,712* | 11,712* | ........ | ........ |
| 01 | Supervision and clerical | | ........ | ........ | ........ | 139 | 148 | 267,280 | 282,880 | ........ | ........ | 3,888* | 3,888* | ........ | ........ |
| 02 | Constructing and replacing mains | Mile | 27 | 25 | 23.04 | 320 | 317 | 673,360 | 667,240 | 24,939 | 26,690 | 7,824* | 7,824* | ........ | ........ |
| 8287 | **Installing Water Meters:** | | ........ | ........ | ........ | 32 | 42 | 65,600 | 86,000 | ........ | ........ | 1,716* | 1,716* | ........ | ........ |
| 01 | Supervision | | ........ | ........ | ........ | 5 | 5 | 10,400 | 10,400 | ........ | ........ | 660* | 660* | ........ | ........ |
| 02 | Installing water meters | Meter | 3,000 | 3,000 | 455 | 27 | 37 | 55,200 | 75,600 | ........ | ........ | 1,056* | 1,056* | ........ | ........ |
| | Total | | | | | 1,528 | 1,541 | 3,189,703 | 3,003,959 | | | $13,726,772 | $12,318,561 | | |

***Additional cost for this work paid under 290—Water Certificate Accounts and 200—Permanent Improvement Accounts.**

# DEPARTMENT OF WATER AND SEWERS

## BUREAU OF WATER

### WATER DISTRIBUTION DIVISION

The Division designs, constructs, operates, and maintains the Water Distribution System. It installs, replaces and maintains mains, service lines from mains to buildings, hydrants, valves, meters and other facilities.

| Code | | Amounts Appropriated |
|---|---|---|
| .005 | Salaries and Wages—on Payroll | $11,449,106. |
| .015 | Schedule Salary Adjustments | 16,816. |
| .020 | Overtime | 449,800. |
| .025 | Vacation Relief | 95,000. |
| *8270.000 | **For Personal Services** | 12,010,722. |
| .125 | Office and Building Services | 10,000. |
| .130 | Postage and Postal Charges | 6,600. |
| | Professional and Technical Services: | |
| .148 | Testing and Inspection | 2,600. |
| .150 | Publications | 50. |
| .155 | Rental of Property | 1,500. |
| .157 | Rental of Equipment and Services | 60,000. |
| .158 | Rental of Equipment and Services—City Owned | 20,000. |
| .160 | Repair or Maintenance of Property | 58,000. |
| .161 | Repair or Maintenance of Facilities | 30,000. |
| .162 | Repair or Maintenance of Equipment | 100,000. |
| .163 | Restoration of Street Openings | 150,000. |
| .164 | Bookbinding | 1,000. |
| .166 | Subscriptions and Dues | 200. |
| .173 | State Vehicle License Plates | 500. |
| .176 | Maintenance and Operation—City Owned Vehicles | 100,000. |
| | Utility Services: | |
| .182 | Heat, Light and Power (Public) | 28,000. |
| .184 | Heat, Light and Power (Municipal) | 17,000. |
| .186 | Telephone | 80,000. |
| *8270.100 | **For Contractual Services** | 665,450. |
| .228 | Automobile Allowance—schedule rate | 64,000. |
| .245 | Reimbursement to Travelers | 2,500. |
| .270 | Local Transportation | 18,000. |
| *8270.200 | **For Travel** | 84,500. |
| | Fuel: | |
| .312 | Coal | 500. |
| .314 | Fuel Oil | 500. |
| .316 | Gas-Bottled and Propane | 5,000. |
| .318 | Other | 9,000. |
| .320 | Gasoline | 90,000. |
| .340 | Material and Supplies | 150,000. |
| .345 | Apparatus and Instruments | 15,000. |
| .348 | Books and Related Materials | 100. |
| .350 | Stationery and Office Supplies | 24,000. |
| .360 | Repair Parts and Materials | 580,000. |
| .370 | Small Tools (Unit Value not Exceeding $10.00) | 20,000. |
| .375 | Tools (Unit Value Over $10.00) | 20,000. |
| *8270.300 | **For Commodities** | 914,100. |

## Department of Water and Sewers—*Continued*

### BUREAU OF WATER—Continued

### WATER DISTRIBUTION DIVISION—Continued

| Code | | Amounts Appropriated |
|---|---|---|
| .422 | Office Machines | $ 10,000. |
| .440 | Machinery and Equipment | 155,000. |
| .450 | Vehicles | 195,900. |
| *8270.400 | **For Equipment** | 360,900. |
| .551 | For Acquisition of Sites and Construction of District Headquarters Buildings | 100,000. |
| .552 | Extension of Feeder Mains | 100,000. |
| .553 | Extension of Mains | 100,000. |
| .555 | Meter and Meter Connection Installation | 100,000. |
| .557 | Laying Mains for Betterments | 100,000. |
| .558 | Laying Mains for Fire Protection | 50,000. |
| .559 | Installation of Hydrants, Valves and Appurtenances | 50,000. |
| .561 | Ordinary and Special Construction of Water Distribution System | 58,000. |
| *8270.500 | **For Permanent Improvements** | 658,000. |
| *8270.803 | For Repairs of Damages caused by outside Persons or Corporations | 46,000. |
| | **Claims:** | |
| *8270.934 | For Damages | 6,000. |
| | ***Total for Water Distribution Division** | $14,745,672. |

## Department of Water and Sewers—*Continued*

### BUREAU OF WATER—Continued

### WATER DISTRIBUTION DIVISION—Continued

### POSITIONS AND SALARIES

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **ADMINISTRATION—8271** | | |
| 8377 | General Superintendent of Water Distribution | 1 | $ 23,076. |
| 8375 | Assistant General Superintendent of Water Distribution | 1 | 20,928. |
| 8375 | Assistant General Superintendent of Water Distribution | 1 | 16,380. |
| 0308 | Staff Assistant | 1 | 12,840. |
| | Schedule Salary Adjustments | | |
| | | 4 | 73,224. |
| | **Superintendence and Inspection** | | |
| 8373 | District Superintendent of Water Distribution | 2 | 23,076. |
| 8373 | District Superintendent of Water Distribution | 1 | 20,928. |
| 5953 | Safety Engineer III | 1 | 12,840. |
| 5952 | Safety Engineer II | 1 | 12,240. |
| 5952 | Safety Engineer II | 1 | 9,120. |
| 2237 | Chief Plumbing Inspector | 2 | 1,404.00m |
| 0481 | General Secretary | 1 | 14,148. |
| 1231 | Investigator of Damages II | 1 | 11,100. |
| 1229 | Investigator of Damages I | 1 | 5,604. |
| 2255 | Director of Plumbing Testing Laboratory | 1 | 17,220. |
| 8396 | District Foreman of Water Pipe Construction | 7 | 1,301.50m |
| | (Effective June 1) | | 1,356.00m |
| 2235 | Supervising Plumbing Inspector | 1 | 1,267.00m |
| | (Effective June 1) | | 1,319.00m |
| 2233 | Plumbing Inspector in Charge | 7 | 1,239.50m |
| | (Effective June 1) | | 1,291.50m |
| 2231 | Plumbing Inspector | 7 | 1,161.50m |
| | (Effective June 1) | | 1,213.50m |
| 1549 | Water Pipe Inspector (in Charge) | 1 | 11,652. |
| | **Clerical Section** | | |
| 0169 | Chief Timekeeper | 1 | 14,856. |
| 0164 | Supervising Timekeeper | 1 | 7,500. |
| 0426 | Assistant Chief Clerk | 1 | 9,120. |
| 0421 | Principal Clerk | 1 | 9,120. |
| 0421 | Principal Clerk | 1 | 8,268. |
| 0421 | Principal Clerk | 1 | 6,804. |
| 0403 | Senior Clerk | 2 | 5,340. |
| 0401 | Junior Clerk | 1 | 7,500. |
| 0401 | Junior Clerk | 3 | 5,340. |
| 0401 | Junior Clerk | 1 | 5,088. |
| 0402 | Clerk Trainee | (6,000h) | 2.66h |
| 0836 | Senior Typist | 1 | 6,180. |
| 0836 | Senior Typist | 1 | 5,892. |
| 0827 | Head Stenographer | 1 | 7,500. |

## Department of Water and Sewers—*Continued*

### BUREAU OF WATER—Continued

### WATER DISTRIBUTION DIVISION—Continued

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **ADMINISTRATION—8271—Continued** | | |
| | **Clerical Section—Continued** | | |
| 0825 | Principal Stenographer | 1 | $ 7,500. |
| 0823 | Senior Stenographer | 1 | 7,872. |
| 0823 | Senior Stenographer | 1 | 5,604. |
| 0821 | Junior Stenographer | 1 | 7,152. |
| 0821 | Junior Stenographer | 1 | 5,088. |
| 1811 | Storekeeper | 1 | 9,120. |
| | Schedule Salary Adjustments | | 3,774. |
| | | 57 | 705,642. |
| | **ENGINEERING SERVICE—8272** | | |
| 5688 | Engineer of Water Distribution | 1 | 25,452. |
| 5687 | Assistant Engineer of Water Distribution | 2 | 21,984. |
| 5687 | Assistant Engineer of Water Distribution | 1 | 20,928. |
| 5687 | Assistant Engineer of Water Distribution | 1 | 18,084. |
| 5687 | Assistant Engineer of Water Distribution | 1 | 15,600. |
| 5686 | Engineer of Suburban Water Supply | 1 | 21,984. |
| 5624 | Budget Estimates and Contracts Engineer | 1 | 19,932. |
| 5615 | Civil Engineer V | 2 | 19,932. |
| 5615 | Civil Engineer V | 2 | 18,984. |
| 5615 | Civil Engineer V | 1 | 18,084. |
| 5615 | Civil Engineer V | 1 | 17,220. |
| 5615 | Civil Engineer V | 1 | 15,600. |
| 5615 | Civil Engineer V | 1 | 14,856. |
| 5614 | Civil Engineer IV | 2 | 18,084. |
| 5614 | Civil Engineer IV | 1 | 17,220. |
| 5614 | Civil Engineer IV | 1 | 16,380. |
| 5614 | Civil Engineer IV | 2 | 15,600. |
| 5614 | Civil Engineer IV | 8 | 12,840. |
| 5613 | Civil Engineer III | 6 | 16,380. |
| 5613 | Civil Engineer III | 1 | 15,600. |
| 5613 | Civil Engineer III | 1 | 14,856. |
| 5613 | Civil Engineer III | 1 | 12,240. |
| 5613 | Civil Engineer III | 6 | 11,652. |
| 5612 | Civil Engineer II | 3 | 14,148. |
| 5612 | Civil Engineer II | 1 | 12,840. |
| 5612 | Civil Engineer II | 2 | 12,240. |
| 5612 | Civil Engineer II | 6 | 10,560. |
| 5611 | Civil Engineer I | 2 | 12,840. |
| 5611 | Civil Engineer I | 2 | 10,560. |
| 5611 | Civil Engineer I | 1 | 9,564. |
| 5622 | Structural Engineer V | 1 | 19,932. |
| 6142 | Engineering Technician III | 1 | 9,564. |
| 6142 | Engineering Technician III | 2 | 9,120. |
| 6142 | Engineering Technician III | 1 | 8,268. |
| 6141 | Engineering Technician II | 1 | 7,872. |

## Department of Water and Sewers—*Continued*

### BUREAU OF WATER—Continued

### WATER DISTRIBUTION DIVISION—Continued

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **ENGINEERING SERVICE—8272—Continued** | | |
| 6141 | Engineering Technician II | 2 | $ 7,152. |
| 6133 | Engineer in Training | (8,000h) | 3.39h |
| 5762 | Civil Engineering Draftsman II | 1 | 8,688. |
| 5761 | Civil Engineering Draftsman I | 1 | 7,500. |
| 5752 | Map Draftsman II | 1 | 6,804. |
| 5751 | Map Draftsman I | 1 | 6,180. |
| 0303 | Administrative Assistant III | 1 | 12,240. |
| 0302 | Administrative Assistant II | 1 | 8,268. |
| | Schedule Salary Adjustments | | 9,808. |
| | | 76 | 1,088,392. |
| | **GARAGE—8277** | | |
| 7175 | Superintendent of Garage | 1 | 12,840. |
| 0825 | Principal Stenographer | 1 | 6,804. |
| 0403 | Senior Clerk | 1 | 6,480. |
| 4265 | Watchman | 1 | 576.50m |
| 6674 | Machinist (2,080h) | 2 | 1,071.00m |
| 7185 | Foreman of Motor Truck Drivers (2,040h) | 4 | 5.20h |
| 7183 | Motor Truck Driver | (216,240h) | 4.70h |
| 9407 | Laborer—W. D. | (2,040h) | 4.75h |
| | Schedule Salary Adjustments | | 845. |
| | | | 1,128,041. |
| | **REPAIRS, RENEWALS AND WATER LEAK CONTROL—8284** | | |
| 0303 | Administrative Assistant III | 1 | 14,148. |
| 0302 | Administrative Assistant II | 1 | 8,268. |
| 5751 | Map Draftsman I | 1 | 6,804. |
| 0421 | Principal Clerk | 1 | 8,268. |
| 0403 | Senior Clerk | 1 | 7,872. |
| 0403 | Senior Clerk | 1 | 7,500. |
| 0403 | Senior Clerk | 3 | 7,152. |
| 0403 | Senior Clerk | 1 | 6,804. |
| 0403 | Senior Clerk | 1 | 6,180. |
| 0401 | Junior Clerk | 1 | 6,480. |
| 0401 | Junior Clerk | 1 | 5,340. |
| 0401 | Junior Clerk | 1 | 5,088. |
| 0401 | Junior Clerk | 2 | 4,848. |
| 0825 | Principal Stenographer | 1 | 9,120. |
| 0821 | Junior Stenographer | 1 | 6,804. |
| 0821 | Junior Stenographer | 1 | 6,480. |
| 0821 | Junior Stenographer | 1 | 6,180. |
| 0821 | Junior Stenographer | 1 | 5,340. |

## Department of Water and Sewers—*Continued*

### BUREAU OF WATER—Continued

### WATER DISTRIBUTION DIVISION—Continued

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **REPAIRS, RENEWALS AND WATER LEAK CONTROL—8284—Continued** | | |
| 0836 | Senior Typist | 1 | $ 5,340. |
| 0834 | Typist | 1 | 4,848. |
| 7102 | Dispatch Clerk | 1 | 10,056. |
| 7102 | Dispatch Clerk | 1 | 9,564. |
| 0101 | Accountant I | 1 | 8,688. |
| 0168 | Payroll and Assignment Supervisor | 1 | 10,056. |
| 0471 | Yard Clerk | 5 | 857.00m |
| 8311 | Hydrant Inspector | 8 | 737.50m |
| | (Effective June 1) | | 789.50m |
| 2231 | Plumbing Inspector | (672m) | 1,161.50m |
| | (Effective June 1) | | 1,213.50m |
| 8394 | Foreman of Water Pipe Construction | 37 | 1,219.50m |
| | (Effective June 1) | | 1,274.00m |
| 8325 | Pipe Locating Machine Operator | 3 | 1,161.50m |
| | (Effective June 1) | | 1,213.50m |
| 4405 | Foreman of Bricklayers (2,080h) | 3 | 1,196.00m |
| 4265 | Watchman | 6 | 576.50m |
| 4401 | Bricklayer | (26,520h) | 6.65h |
| 4403 | Sewer Bricklayer | | 6.65h |
| 4435 | Cement Finisher | | 5.80h |
| 8301 | Caulker | (122,400h) | 6.20h |
| 8364 | Tapper | (2,040h) | 6.20h |
| 7633 | Hoisting Engineer | (44,880h) | 5.50h |
| 7633 | Hoisting Engineer (tunnel work) | (2,040h) | 5.50h |
| 7633 | Hoisting Engineer (as high lift operator) | | 5.60h |
| 7633 | Hoisting Engineer (trenching and grading) | (4,080h) | 6.05h |
| 7633 | Hoisting Engineer (as combination back hoe and front end loader operator) | (8,160h) | 5.80h |
| 7631 | Hoisting Engineer Apprentice | (10,200h) | 4.65h |
| 4756 | Foreman of Plumbers (2,184h) | 1 | 1,219.50m |
| 4754 | Plumber | (136,680h) | 6.20h |
| 8244 | Foreman of Laborers (255d) (2,040h) | 1 | 5.60h |
| 4754 | Plumber (Sub-Foreman) | (2,040h) | 6.50h |
| 9407 | Laborer—W.D. | (789,840h) | 4.75h |
| 9407 | Laborer—W.D. (as scaffold man) | (2,040h) | 4.975h |

## Department of Water and Sewers—*Continued*

### BUREAU OF WATER—Continued

### WATER DISTRIBUTION DIVISION—Continued

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **REPAIRS, RENEWALS AND WATER LEAK CONTROL—8284—Continued** | | |
| 9407 | Laborer—W.D. (as bottom man) | (104,040h) | $5.10h |
| 9407 | Laborer—W.D. (as second bottom man) | (2,040h) | 4.975h |
| 9407 | Laborer—W.D. (as jackhammerman) | (2,040h) | 5.10h |
| 9534 | Laborer | (38,760h) | 3.55h |
| | Schedule Salary Adjustments | | 2,389. |
| | | | 8,470,623. |
| | **For Salary and Wages** | | 11,465,922. |
| | **Overtime** | | 449,800. |
| | **Vacation Relief** | | 95,000. |
| | **Personal services by other persons other than employes of the Water Distribution Division.** | | |
| | | | $12,010,722. |
| | **CONSTRUCTING FACILITIES—8285** | | |
| | **Employes, including increments for schedule salary adjustments therefor, are authorized for ordinary and special construction work payable from appropriations for permanent improvements from the Water Fund and from Water Works System Certificates of Indebtedness Funds, as follows:** | | |
| 5615 | Civil Engineer V | 1 | $ 14,148. |
| 5613 | Civil Engineer III | 1 | 16,380. |
| 5613 | Civil Engineer III | 2 | 14,856. |
| 5613 | Civil Engineer III | 1 | 12,840. |
| 5612 | Civil Engineer II | 2 | 14,148. |
| 5612 | Civil Engineer II | 1 | 11,652. |
| 5612 | Civil Engineer II | 1 | 12,240. |
| 5612 | Civil Engineer II | 1 | 10,560. |
| 5611 | Civil Engineer I | 4 | 12,840. |
| 5611 | Civil Engineer I | 1 | 9,564. |
| 6144 | Engineering Technician V | 6 | 11,100. |
| 6143 | Engineering Technician IV | 2 | 14,148. |
| 6143 | Engineering Technician IV | 2 | 12,240. |
| 6143 | Engineering Technician IV | 2 | 11,100. |
| 6143 | Engineering Technician IV | 1 | 10,056. |
| 6142 | Engineering Technician III | 6 | 8,268. |
| 6141 | Engineering Technician II | 1 | 10,056. |
| 6141 | Engineering Technician II | 1 | 9,564. |
| 6141 | Engineering Technician II | 1 | 8,268. |
| 6141 | Engineering Technician II | 1 | 7,500. |
| 6141 | Engineering Technician II | 1 | 7,152. |
| 6141 | Engineering Technician II | 2 | 6,804. |
| 6140 | Engineering Technician I | 2 | 7,152. |
| 6140 | Engineering Technician I | 1 | 5,604. |

## Department of Water and Sewers—*Continued*

### BUREAU OF WATER—Continued

### WATER DISTRIBUTION DIVISION—Continued

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **CONSTRUCTING FACILITIES—8285—Continued** | | |
| 5742 | Graphic Artist II | 1 | $ 11,652. |
| 5752 | Map Draftsman II | 1 | 8,688. |
| 5762 | Civil Engineering Draftsman II | 2 | 11,100. |
| 5762 | Civil Engineering Draftsman II | 2 | 10,560. |
| 5762 | Civil Engineering Draftsman II | 1 | 10,056. |
| 5762 | Civil Engineering Draftsman II | 2 | 9,564. |
| 5762 | Civil Engineering Draftsman II | 1 | 8,268. |
| 5761 | Civil Engineering Draftsman I | 1 | 8,688. |
| 7144 | Field Dispatcher | 1 | 9,564. |
| 7102 | Dispatch Clerk | 1 | 7,152. |
| 1573 | Expediter | 1 | 14,148. |
| 0601 | Reproduction Machine Technician | 2 | 7,152. |
| 0111 | Cost Accountant | 1 | 9,120. |
| 0111 | Cost Accountant | 1 | 6,180. |
| 0423 | Head Clerk | 1 | 10,560. |
| 0423 | Head Clerk | 1 | 7,500. |
| 0421 | Principal Clerk | 1 | 10,056. |
| 0421 | Principal Clerk | 1 | 9,564. |
| 0421 | Principal Clerk | 1 | 9,120. |
| 0421 | Principal Clerk | 1 | 8,688. |
| 0403 | Senior Clerk | 1 | 7,500. |
| 0403 | Senior Clerk | 1 | 5,892. |
| 0403 | Senior Clerk | 4 | 5,340. |
| 0401 | Junior Clerk | 1 | 4,848. |
| 0825 | Principal Stenographer | 1 | 10,056. |
| 0825 | Principal Stenographer | 1 | 9,120. |
| 0825 | Principal Stenographer | 2 | 8,688. |
| 0825 | Principal Stenographer | 1 | 6,480. |
| 0823 | Senior Stenographer | 2 | 5,604. |
| 0733 | Information Representative I | 1 | 7,500. |
| 0164 | Supervising Timekeeper | 2 | 7,500. |
| 0168 | Payroll and Assignment Supervisor | 1 | 10,560. |
| 0471 | Yard Clerk | 43 | 857.00m |
| 4265 | Watchman | (60m) | 576.50m |
| 8396 | District Foreman of Water Pipe Construction | (72m) | 1,301.50m |
| | (Effective June 1) | | 1,356.00m |
| 8394 | Foreman of Water Pipe Construction | (120m) | 1,219.50m |
| | (Effective June 1) | | 1,274.00m |
| 2231 | Plumbing Inspector | (36m) | 1,161.50m |
| | (Effective June 1) | | 1,213.50m |
| 4405 | Foreman of Bricklayers (2,080h) | (12m) | 1,196.00m |

### BUREAU OF WATER—Continued

## Department of Water and Sewers—*Continued*

### WATER DISTRIBUTION DIVISION—Continued

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **CONSTRUCTING FACILITIES—8285—Continued** | | |
| 4403 | Sewer Bricklayer | | $ 6.65h |
| 4401 | Bricklayer | (12,240h) | 6.65h |
| 4756 | Foreman of Plumbers (255d) (2,040h) | 1 | 6.70h |
| 4754 | Plumber (Sub-Foreman) | | 6.50h |
| 4754 | Plumber | (32,640h) | 6.20h |
| 7636 | General Foreman of Hoisting Engineers (2,080h) | 1 | 1,310.00m |
| 7633 | Hoisting Engineer in Charge | 3 | 6.30h |
| 7633 | Hoisting Engineer | (18,360h) | 5.50h |
| 7633 | Hoisting Engineer (tunnel work) | | 5.50h |
| 7633 | Hoisting Engineer (trenching and grading) | (22,440h) | 6.05h |
| 7633 | Hoisting Engineer (as high lift operator) | | 5.60h |
| 7633 | Hoisting Engineer (as combination back hoe and front end loader operator) | (8,160h) | 5.80h |
| 7631 | Hoisting Engineer Apprentice | (22,440h) | 4.65h |
| 4435 | Cement Finisher | | 5.80h |
| 6674 | Machinist | | 6.18h |
| 8301 | Caulker | (46,920h) | 6.20h |
| 8364 | Tapper | (6,120h) | 6.20h |
| 7183 | Motor Truck Driver | (110,160h) | 4.70h |
| 8244 | Foreman of Laborers | | 5.60h |
| 9407 | Laborer—W.D. (as mucker) | (8,160h) | 4.975h |
| 9407 | Laborer—W.D. (as scaffold man) | | 4.975h |
| 9407 | Laborer—W.D. (as bottom man) | (128,520h) | 5.10h |
| 9407 | Laborer—W.D. (as second bottom man) | | 4.975h |
| 9407 | Laborer—W.D. (as jackhammerman) | | 5.10h |
| 9407 | Laborer—W.D. | (169,320h) | 4.75h |
| 9534 | Laborer | (30,600h) | 3.55h |

## Department of Water and Sewers—*Continued*

### BUREAU OF WATER—Continued

### WATER DISTRIBUTION DIVISION—Continued

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **WATER METER INSTALLATION—8287** | | |
| | Employes, including increments for schedule salary adjustments therefor, are authorized for work on new meter and meter connection installation payable from appropriation for permanent improvements from the Water Fund and from Water Works System Certificates of Indebtedness Funds, as follows: | | |
| 0825 | Principal Stenographer | 1 | $ 7,872. |
| 0403 | Senior Clerk | 1 | 5,340. |
| 0401 | Junior Clerk | 1 | 4,848. |
| 4265 | Watchman | (12m) | 576.50m |
| 2235 | Supervising Plumbing Inspector | 1 | 1,267.00m |
| | (Effective June 1) | | 1,319.00m |
| 2231 | Plumbing Inspector | (36m) | 1,161.50m |
| | (Effective June 1) | | 1,213.50m |
| 4756 | Foreman of Plumbers | (2,040h) | 6.70h |
| 4754 | Plumber (Sub-Foreman) | | 6.50h |
| 4754 | Plumber | (16,320h) | 6.20h |
| 8244 | Foreman of Laborers | | 5.60h |
| 9407 | Laborer—W.D. | (30,600h) | 4.75h |
| 4401 | Bricklayer | | 6.65h |
| 7183 | Motor Truck Driver | | 4.70h |

## Department of Water and Sewers—*Continued*

### BUREAU OF WATER—Continued

### WATER DISTRIBUTION DIVISION—Continued

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **Automobile Allowance—schedule rate** | | |
| 6755 | Compensation for use of personally owned automobiles by: | | |
| | Foreman of Water Pipe Construction | 9 | |
| | Civil Engineer V | 8 | |
| | Civil Engineer IV | 8 | |
| | Civil Engineer III | 4 | |
| | Structural Engineer V | 1 | |
| | Investigator of Damages II | 1 | |
| | Supervisor of Inventory Control II | 1 | |
| | Supervising Plumbing Inspector | 2 | |
| | Chief Plumbing Inspector | 2 | |
| | Plumbing Inspector in Charge | 7 | |
| | Plumbing Inspector | 69 | |
| | Water Pipe Inspector in Charge | 1 | |
| | Chief Tapper | 1 | |
| | Chief Timekeeper | 1 | |
| | Budget Estimates and Contracts Engineer | 1 | |
| | Engineer of Water Distribution | 1 | |
| | Assistant Engineer of Water Distribution | 5 | |
| | Assistant General Superintendent of Water Distribution | 2 | |
| | District Superintendent of Water Distribution | 3 | |
| | General Superintendent of Water Distribution | 1 | |
| | Engineer of Suburban Water Supply | 1 | |
| | Safety Engineer II | 1 | |
| | District Foreman of Water Pipe Construction | 13 | |
| | Foreman of Bricklayers | 3 | |
| | Foreman of Plumbers | 1 | |
| | | 147 | $ 64,000. |

## Department of Water and Sewers—*Continued*

### BUREAU OF WATER—Continued

### WATER DISTRIBUTION DIVISION—Continued

### WATER DISTRIBUTION DIVISION REVOLVING FUND

The Water Distribution Revolving Fund is established for the purpose of doing necessary work in connection with paving projects, laying mains under Section 185-17 of the Municipal Code of Chicago, and other work in connection with construction and maintenance of the Water Works Distribution System of the City of Chicago, the expense of which is to be reimbursed from appropriations of City funds, from funds of other governmental agencies or by private persons.

This account shall be maintained and used subject to the conditions and limitations of Sections 7-24.1 to 7-24.10 of the Municipal Code of Chicago and the conditions and limitations herein set forth.

Charges shall be based on the total cost of furnishing the material, services and incidental expense, including overhead at a rate approved by the City Comptroller, provided that machinery, trucks and other equipment used in the furnishing of services shall be charged for at fair rates as established by the department, subject to the approval of the Comptroller; the rates shall be reported to the Committee on Finance of the City Council showing the various details, included as parts of the total rate; and further provided that material charged to other than Water Fund appropriations shall be charged on the basis of average cost, the last purchase price or the known replacement price, whichever is greater.

Expenditures are authorized for all items, as may be necessary, as shall enter into or become a part of the cost of furnishing the services herein authorized.

Expenditures for salaries and wages and compensation for use of personally owned automobiles are limited to such positions, such number of positions, and rates of compensation as are specified in the appropriations for the Water Distribution Division and the employment of the following:

### POSITIONS AND SALARIES

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **WATER DISTRIBUTION TECHNICAL SERVICES—8270** | | |
| 0217 | Supervisor of Water Distribution Costing and Billing | 1 | $ 15,600. |
| 0303 | Administrative Assistant III | 1 | 10,056. |
| 0302 | Administrative Assistant II | 1 | 10,056. |
| 0423 | Head Clerk | 1 | 10,056. |
| 0421 | Principal Clerk | 1 | 10,056. |
| 0421 | Principal Clerk | 1 | 8,688. |
| 0403 | Senior Clerk | 1 | 6,804. |
| 0825 | Principal Stenographer | 1 | 8,268. |
| 0821 | Junior Stenographer | 1 | 7,500. |
| 0821 | Junior Stenographer | 1 | 4,848. |
| 0836 | Senior Typist | 1 | 7,152. |
| 4265 | Watchman | (12m) | 576.50m |

# Department of Water and Sewers—*Continued*

## BUREAU OF WATER—Continued

## WATER DISTRIBUTION DIVISION—Continued

## POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **WATER DISTRIBUTION TECHNICAL SERVICES—8270—Continued** | | |
| **8365** | Chief Tapper (2,080h) | 1 | $ 1,301.50m |
| | (Effective June 1) | | 1,356.00m |
| **8367** | Assistant Tapper in Charge (2,080h) | 1 | 1,219.50m |
| | (Effective June 1) | | 1,274.00m |
| **8364** | Tapper (2,040h) | 4 | 6.20h |
| **6674** | Machinist (2,040h) | 1 | 6.18h |
| **4754** | Plumber (2,040h) | 2 | 6.20h |
| **8301** | Caulker (2,040h) | 1 | 6.20h |
| **9407** | Laborer—W.D. | | 4.75h |

## Department of Water and Sewers—*Continued*

### BUREAU OF WATER—Continued

### WATER DISTRIBUTION DIVISION—Continued

### WATER DISTRIBUTION STOCK ACCOUNT

The Water Distribution Stock Account is established for the purpose of maintaining a necessary stock of material and supplies in connection with the Water Distribution System of the City of Chicago, the expense of which is to be reimbursed from appropriations of City funds, from funds of other governmental agencies or by private persons.

This account shall be maintained and used subject to the conditions and limitations of Sections 7-24.1 to 7-24.10 of the Municipal Code of Chicago and the conditions and limitations herein set forth.

The charges for materials and supplies shall be based on the average cost, the last purchase price or the known replacement price, whichever is greater when materials and supplies are furnished to other than Water Fund Appropriations plus fifteen per cent overhead to cover administrative, inspection and incidental expense; except that when materials and supplies are furnished to Water Fund Appropriations the charges shall be based on the average cost thereof plus fifteen per cent overhead to cover administrative, inspection and incidental expense.

Expenditures are authorized for the purchase of material and supplies and for freight or other transportation charges on material and supplies received.

Expenditures are authorized for all items, as may be necessary, as shall enter into or become a part of the cost of furnishing the services herein authorized.

Expenditures for salaries and wages and compensation for use of personally owned automobiles are limited to such positions, such number of positions, and rates of compensation as are specified in the appropriations for the Water Distribution Division and the employment of the following:

### POSITIONS AND SALARIES

| Code | Positions | No. | Rate |
|---|---|---|---|
| 1852 | Supervisor of Inventory Control II | 1 | $ 11,652. |
| 1821 | Superintendent of Warehouse | 1 | 13,476. |
| 1820 | Assistant Superintendent of Warehouse | 1 | 10,560. |
| 1811 | Storekeeper | 1 | 8,688. |
| 1811 | Storekeeper | 1 | 6,180. |
| 0147 | Principal Account Clerk | 1 | 8,688. |
| 0423 | Head Clerk | 1 | 11,100. |
| 0423 | Head Clerk | 1 | 10,560. |
| 0421 | Principal Clerk | 1 | 9,120. |
| 0421 | Principal Clerk | 1 | 6,480. |
| 0403 | Senior Clerk | 1 | 6,180. |
| 0401 | Junior Clerk | 1 | 6,480. |
| 0401 | Junior Clerk | 1 | 5,088. |
| 0823 | Senior Stenographer | 1 | 6,804. |
| 0821 | Junior Stenographer | 1 | 4,848. |
| 1595 | Inventory Dispatcher | 1 | 928.08m |
| 0471 | Yard Clerk | 2 | 857.00m |
| 4265 | Watchman | 4 | 576.50m |
| 1860 | Foreman of Pipe Yards | 3 | 5.60h |
| 9407 | Laborer—W.D. | (55,080h) | 4.75h |

# DEPARTMENT OF WATER AND SEWERS
## BUREAU OF WATER
## METER DIVISION
## DISTRIBUTION OF APPROPRIATIONS BY ORGANIZATIONAL ACTIVITIES

| CODE | ORGANIZATIONAL ACTIVITY | Year | Number of Positions | Personal Services | Contractual Services | Travel | Commodities | Contingencies | Specific Purposes | Total Operating Expense | Capital Outlay | Total Appropriation |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **8291** | **Administration** | 1970 | 23 | $ 225,528 | $ 4,730 | $ 1,700 | $ 2,400 | ........ | ........ | $ 234,358 | ........ | $ 234,358 |
| | | 1969 | 23 | 212,781 | 4,730 | 1,700 | 2,400 | ........ | ........ | 221,611 | ........ | 221,611 |
| **8292** | **Installing and Repairing Meters in Field** | 1970 | 39 | 440,509 | 7,605 | 1,000 | 29,690 | ........ | ........ | 478,804 | $ 205,550 | 684,354 |
| | | 1969 | 41 | 428,511 | 7,598 | 1,000 | 28,990 | ........ | ........ | 466,099 | 205,550 | 671,649 |
| 8293 | Shop Recondition ⅝" to 1" meters | 1970 | 27 | 331,970 | 2,775 | ........ | 21,500 | ........ | ........ | 356,245 | ........ | 356,245 |
| | | 1969 | 26 | 303,998 | 2,775 | ........ | 16,100 | ........ | ........ | 322,873 | ........ | 322,873 |
| 8294 | Shop Recondition 1½" to 12" meters | 1970 | 13 | 143,002 | 2,775 | ........ | 32,350 | ........ | ........ | 178,127 | ........ | 178,127 |
| | | 1969 | 15 | 162,705 | 2,775 | ........ | 37,650 | ........ | ........ | 203,130 | ........ | 203,130 |
| **8295** | **Testing Meters** | 1970 | 6 | 73,126 | 2,775 | 500 | 1,200 | ........ | ........ | 77,601 | ........ | 77,601 |
| | | 1969 | 6 | 69,693 | 2,775 | 500 | 1,100 | ........ | ........ | 74,068 | ........ | 74,068 |
| **8296** | **Making and Repairing Meter Parts** | 1970 | 16 | 189,370 | 2,775 | ........ | 5,728 | ........ | ........ | 197,873 | ........ | 197,873 |
| | | 1969 | 14 | 158,545 | 2,775 | ........ | 17,440 | ........ | ........ | 178,760 | ........ | 178,760 |
| | **Total** | 1970 | 124 | $1,403,505 | $ 23,435 | $ 3,200 | $ 92,868 | | | $1,523,008 | $ 205,550 | $1,728,558 |
| | | 1969 | 125 | $1,336,233 | $ 23,428 | $ 3,200 | $ 103,680 | | | $1,466,541 | $ 205,550 | $1,672,091 |

## PERFORMANCE DATA

| | | | WORK UNITS | | | PERSONNEL | | | | | | OPERATING COSTS | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Number | | | Number | | Man-Hours | | Man-Hours Per-Unit | | Total for Year | | Av. Cost Per-Unit | |
| CODE | ACTIVITY AND SUB-ACTIVITY | Name | Est. 1970 | Budget 1969 | Act. 1968 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 |
| 8291 | Administrative and clerical | | ........ | ........ | ........ | 23 | 23 | 44,280 | 44,500 | ........ | ........ | $ 234,358 | $ 221,611 | ........ | ........ |
| 8292 | Installing and repairing meters in field | Meter | 32,500 | 32,000 | 30,423 | 39 | 41 | 79,560 | 83,640 | 2.45 | 2.61 | 478,804 | 466,099 | $14.73 | $14.56 |
| 8293 | Shop recondition of ⅝" to 1" meters | Meter | 15,500 | 15,000 | 13,924 | 27 | 26 | 55,080 | 53,040 | 3.55 | 3.54 | 356,245 | 322,873 | 22.98 | 21.52 |
| 8294 | Shop recondition of 1½" to 12" meters | Meter | 2,200 | 2,300 | 2,286 | 13 | 15 | 26,520 | 30,600 | 12.05 | 13.30 | 178,127 | 203,130 | 80.97 | 88.32 |
| 8295 | Testing meters | Meter | 23,000 | 23,000 | 18,678 | 6 | 6 | 12,240 | 12,240 | .53 | .53 | 77,601 | 74,068 | 3.37 | 3.22 |
| 8296 | Making and repairing **meter parts** | | ........ | ........ | ........ | 16 | 14 | 32,640 | 28,560 | ........ | ........ | 197,873 | 178,760 | ........ | ........ |
| | Total | | | | | 124 | 125 | 250,320 | 252,580 | | | $1,523,008 | $1,466,541 | | |

## Department of Water and Sewers—*Continued*

### BUREAU OF WATER

### METER DIVISION

The Division repairs, tests and reconditions water meters, replaced meters, and installs meters larger than two inches in size. It maintains meter records, determines size of meter to be installed, inspects meter installations, and makes field repairs.

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| Code | | Amounts Appropriated |
|---|---|---|
| .005 | Salaries and Wages—on Payroll | $ 1,383,785. |
| .015 | Schedule Salary Adjustments | 720. |
| .020 | Overtime | 10,000. |
| .025 | Vacation Relief | 4,000. |
| .040 | Adjustment to prevailing rates of Per Diem Employes | 5,000. |
| *8290.000 | **For Personal Services** | 1,403,505. |
| .125 | Office and Building Services | 200. |
| .130 | Postage and Postal Charges | 200. |
| | Professional and Technical Services: | |
| .148 | Testing and Inspecting | 100. |
| .155 | Rental of Property | 600. |
| .160 | Repair or Maintenance of Property | 100. |
| .161 | Repair or Maintenance of Facilities | 100. |
| .162 | Repair or Maintenance of Equipment | 3,000. |
| .173 | State Vehicle License Plates | 35. |
| .176 | Maintenance and Operation—City Owned Vehicles | 4,000. |
| .182 | Heat, Light and Power (Public) | 900. |
| .184 | Heat, Light and Power (Municipal) | 11,700. |
| .186 | Telephone | 2,500. |
| *8290.100 | **For Contractual Services** | 23,435. |
| .228 | Automobile Allowance—schedule rate | 1,200. |
| .245 | Reimbursement to Travelers | 1,000. |
| .270 | Local Transportation | 1,000. |
| *8290.200 | **For Travel** | 3,200. |
| | Fuel: | |
| .318 | Other | 100. |
| .320 | Gasoline | 3,140. |
| .340 | Material and Supplies | 5,140. |
| .342 | Drug, Medical and Chemical Materials and Supplies | 1,200. |
| .350 | Stationery and Office Supplies | 2,400. |
| .360 | Repair Parts and Materials | 79,188. |
| .370 | Small Tools (Unit Value not Exceeding $10.00) | 1,000. |
| .375 | Tools (Unit Value over $10.00) | 700. |
| *8290.300 | **For Commodities** | 92,868. |
| .440 | Machinery and Equipment | 200,000. |
| .450 | Vehicles | 5,550. |
| *8290.400 | **For Equipment** | 205,550. |
| | ***Total for Water Meter Division** | $ 1,728,558. |

## Department of Water and Sewers—*Continued*

### BUREAU OF WATER—Continued

### METER DIVISION—Continued

### POSITIONS AND SALARIES

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **ADMINISTRATION—8291** | | |
| 6556 | Superintendent of Water Meters | 1 | $ 13,476. |
| 6555 | Assistant Superintendent of Water Meters | 1 | 15,600. |
| 6554 | General Foreman of Meter Repair | 1 | 14,856. |
| 0302 | Administrative Assistant II | 1 | 10,560. |
| 0423 | Head Clerk | 1 | 11,652. |
| 0421 | Principal Clerk | 1 | 9,120. |
| 0421 | Principal Clerk | 1 | 8,268. |
| 0403 | Senior Clerk | 2 | 7,500. |
| 0403 | Senior Clerk | 1 | 7,152. |
| 0403 | Senior Clerk | 2 | 5,340. |
| 0823 | Senior Stenographer | 1 | 5,604. |
| 0471 | Yard Clerk | 10 | 857.00m |
| | Schedule Salary Adjustments | | 720. |
| | | 23 | 225,528. |
| | **INSTALLATION AND REPAIR OF WATER METERS—8292** | | |
| 6674 | Machinist (Sub-Foreman) (255d) (2,040h) | 5 | 6.53h |
| 6674 | Machinist (255d) (2,040h) | 54 | 6.18h |
| 8244 | Foreman of Laborers | 1 | 936.00m |
| 9411 | Construction Laborer (Sub-Foreman) (2,040h) | 1 | 5.30h |
| 9407 | Laborer—W.D. (255d) (2,040h) | 27 | 4.75h |
| 9407 | Laborer—W.D. (working on acid tanks) (255d) (2,040h) | 4 | 5.10h |
| | | 92 | 1,072,685. |
| | **MOTOR TRUCK SERVICE** | | |
| 7183 | Motor Truck Driver | (18,360h) | 4.70h |
| | | | 86,292. |
| | | | $ 1,384,505. |
| | **Automobile Allowance—schedule rate** | | |
| 6755 | Compensation for use of personally owned automobiles by: | | |
| | Superintendent of Water Meters | 1 | |
| | Assistant Superintendent of Water Meters | 1 | |
| | | 2 | $ 1,200. |

200-Water Fund

# DEPARTMENT OF WATER AND SEWERS

## BUREAU OF SEWERS

## DISTRIBUTION OF APPROPRIATIONS BY ORGANIZATIONAL ACTIVITIES

| CODE | ORGANIZATIONAL ACTIVITY | Year | Number of Positions | Personal Services | Contractual Services | Travel | Commodities | Contingencies | Specific Purposes | Total Operating Expense | Capital Outlay | Total Appropriation |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 5810 | Administration | 1970 | 32 | $ 309,283 | $ 14,930 | $ 2,500 | $ 10,000 | ...... | ...... | $ 336,713 | ...... | $ 336,713 |
| | | 1969 | 32 | 294,064 | 14,930 | 2,400 | 10,000 | ...... | ...... | 321,394 | ...... | 321,394 |
| 5820 | Sewer Design and Construction Supervision | 1970 | 62 | 778,066 | 103,700 | 6,725 | 1,000 | ...... | ...... | 889,491 | ...... | 889,491 |
| | | 1969 | 65 | 750,278 | 104,200 | 7,385 | 1,000 | ...... | ...... | 862,863 | ...... | 862,863 |
| 5830 | Cleaning of Sewers | 1970 | .... | 4,308,065 | 673,815 | 14,400 | 78,100 | ...... | ...... | 5,074,380 | $ 50,000 | 5,124,380 |
| | | 1969 | .... | 4,171,835 | 672,780 | 13,610 | 77,600 | ...... | ...... | 4,935,825 | 50,000 | 4,985,825 |
| 5840 | Repair of Sewers | 1970 | 198 | 2,174,038 | 384,950 | 4,800 | 156,700 | ...... | ...... | 2,720,488 | 25,000 | 2,745,488 |
| | | 1969 | 195 | 2,105,351 | 362,485 | 4,655 | 120,700 | ...... | ...... | 2,593,191 | 25,000 | 2,618,191 |
| 5850 | Inspection of Sewer Installation | 1970 | 64 | 749,920 | ...... | 32,500 | ...... | ...... | ...... | 782,420 | ...... | 782,420 |
| | | 1969 | 64 | 713,888 | ...... | 32,875 | ...... | ...... | ...... | 746,763 | ...... | 746,763 |
| | Totals | 1970 | 768 | $8,319,372 | $1,177,395 | $60,925 | $ 245,800 | | | $9,803,492 | $ 75,000 | $9,878,492 |
| | | 1969 | 768 | $8,035,416 | $1,154,395 | $60,925 | $ 209,300 | | | $9,460,036 | $ 75,000 | $9,535,036 |

## PERFORMANCE DATA

| CODE | ACTIVITY AND SUB-ACTIVITY | WORK UNITS | | | | PERSONNEL | | | | | | OPERATING COSTS | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Name | Number | | | Number | | Man-Hours | | Man-Hours Per-Unit | | Total for Year | | Av. Cost Per-Unit | |
| | | | Est. 1970 | Budget 1969 | Act. 1968 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 |
| 5810 | Administration: | | ...... | ...... | ...... | 32 | 32 | 59,800 | 59,540 | ...... | ...... | $ 336,713 | $ 321,394 | ...... | ...... |
| 5811 | Administrative and clerical | | ...... | ...... | ...... | 30 | 30 | 56,160 | 55,900 | ...... | ...... | 315,397 | 301,270 | ...... | ...... |
| 5812 | Control of out-of-town sewer connections | | ...... | ...... | ...... | 1 | 1 | 1,820 | 1,820 | ...... | ...... | 11,260 | 10,664 | ...... | ...... |
| 5813 | Issuance of mason and house drain permits | Permit | 9,000 | 9,000 | 8,808 | 1 | 1 | 1,820 | 1,820 | 20. | 20. | 10,056 | 9,460 | $ 1.11 | $ 1.05 |
| 5820 | Sewer Design and Construction: | | ...... | ...... | ...... | 62 | 65 | 122,980 | 128,180 | ...... | ...... | 889,491 | 862,863 | ...... | ...... |
| 5821 | Supervision and clerical | | ...... | ...... | ...... | 11 | 11 | 20,800 | 21,060 | ...... | ...... | 274,255 | 268,316 | ...... | ...... |
| 5822 | Design and redesigning of sewers | | ...... | ...... | ...... | 15 | 18 | 28,600 | 34,060 | ...... | ...... | 190,902 | 202,034 | ...... | ...... |

# Department of Water and Sewers—*Continued*
## BUREAU OF SEWERS—Continued
## PERFORMANCE DATA—Continued

| | | | WORK UNITS | | | PERSONNEL | | | | | | OPERATING COSTS | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Number | | | Number | | Man-Hours | | Man-Hours Per-Unit | | Total for Year | | Av. Cost Per-Unit | |
| CODE | ACTIVITY AND SUB-ACTIVITY | Name | Est. 1970 | Budget 1969 | Act. 1968 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 |
| 5823 | Surveying and inspecting construction | | ...... | ...... | ...... | 21 | 19 | 43,680 | 39,520 | ...... | ...... | $ 275,068 | $ 241,733 | ...... | ...... |
| 5824 | Records posted in Atlas | | ...... | ...... | ...... | 5 | 7 | 9,100 | 12,740 | ...... | ...... | 41,919 | 52,171 | ...... | ...... |
| 5825 | Performing bench and grade work | | ...... | ...... | ...... | 10 | 10 | 20,800 | 20,800 | ...... | ...... | 107,347 | 98,609 | ...... | ...... |
| 5830 | **Cleaning of Sewers:** | | ...... | ...... | ...... | .... | .... | 865,352 | 865,872 | ...... | ...... | 5,074,380 | 4,935,825 | ...... | ...... |
| 5831 | **Supervision and clerical** | | ...... | ...... | ...... | 53 | 50 | 107,684 | 99,216 | ...... | ...... | 577,396 | 518,634 | ...... | ...... |
| 5832 | Hand cleaning of catch basins | Catch Basin | 170,000 | 170,000 | 189,668 | 98 | 118 | 144,884 | 186,912 | .85 | 1.10 | 900,934 | 1,064,479 | $ 5.29 | $ 6.26 |
| 5833 | Orange-peel cleaning of catch basins | Catch Basin | 145,000 | 145,000 | 154,045 | 63 | 63 | 122,061 | 133,056 | .85 | .92 | 805,346 | 827,147 | 5.55 | 5.70 |
| 5834 | Eductor cleaning of catch basins | Catch Basin | 30,000 | 26,000 | 39,517 | 25 | 21 | 36,958 | 33,264 | 1.23 | 1.28 | 215,542 | 189,942 | 7.18 | 7.30 |
| 5835 | Flushing of sewers | 1000 ft. | 70,000 | 60,000 | 71,671 | 281 | 263 | 121,338 | 100,848 | 1.73 | 1.68 | 673,909 | 563,437 | 9.62 | 9.39 |
| 5836 | Scraping of main sewers | 100 ft. | 70,000 | 70,000 | 72,956 | 111 | 111 | 200,532 | 206,184 | 2.36 | 2.94 | 1,201,373 | 1,212,752 | 17.16 | 17.33 |
| 5838 | Investigating complaints | Complaint | 30,000 | 27,000 | 28,536 | 167 | 172 | 131,895 | 106,392 | 4.39 | 3.94 | 699,880 | 559,434 | 23.32 | 20.72 |
| 5840 | **Repair of Sewers:** | | ...... | ...... | ...... | 198 | ...... | 415,626 | 411,140 | ...... | ...... | 2,720,488 | 2,593,191 | ...... | ...... |
| 5841 | **Supervision and clerical** | | ...... | ...... | ...... | 24 | 22 | 50,060 | 47,980 | ...... | ...... | 254,702 | 238,428 | ...... | ...... |
| 5843 | **Repair of catch basins** | Job | 8,000 | 10,000 | 6,717 | 153 | 143 | 112,980 | 143,080 | 14.12 | 14.31 | 781,830 | 885,134 | 97.72 | 88.51 |
| 5844 | **Repair of manholes** | Job | 4,000 | 4,000 | 1,309 | 153 | 143 | 80,700 | 86,520 | 20.18 | 21.63 | 532,164 | 543,882 | 133.04 | 135.97 |
| 5845 | Repair of main sewers | Job | 900 | 900 | 776 | 174 | 172 | 171,976 | 133,560 | ...... | 148.40 | 1,151,792 | 925,747 | 1,279.76 | 1,029 |
| 5850 | **Inspection of Sewer Installation:** | | ...... | ...... | ...... | 64 | 64 | 133,120 | 133,120 | ...... | ...... | 782,420 | 746,763 | ...... | ...... |
| 5851 | **Supervision and clerical** | | ...... | ...... | ...... | 5 | 5 | 10,400 | 10,400 | ...... | ...... | 61,826 | 58,450 | ...... | ...... |
| 5852 | **Inspection of sewer construction and installation** | Inspection | 23,000 | 23,000 | 18,486 | 19 | 19 | 39,520 | 39,520 | 1.72 | 1.72 | 286,970 | 280,634 | 12.47 | 12.20 |
| 5853 | Inspection of house **drain installation** | Inspection | 160,000 | 160,000 | 127,702 | 40 | 40 | 83,200 | 83,200 | .52 | .52 | 433,624 | 407,679 | 2.71 | 2.54 |
| | **Total** | | | | | | | 1,596,878 | 1,597,852 | | | $9,803,492 | $9,460,036 | | |

## Department of Water and Sewers—*Continued*

### BUREAU OF SEWERS

The Bureau of Sewers has supervision and control of all matters relating to drains, sewers, and grades. The Deputy for Sewers has special charge of the construction of all public and private sewers and catch basins or in any public way, except where the cost of such construction is to be paid for wholly or in part by special assessment. He has charge of the issuance of all permits for connection with, or repairs to, the sewer system of the City.

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| Code | | Amounts Appropriated |
|---|---|---|
| .005 | Salaries and Wages—on Payroll | $ 8,311,895. |
| .015 | Schedule Salary Adjustments | 7,477. |
| .020 | Overtime for Per Diem Employes—as needed | |
| .025 | Vacation Relief | |
| *5810.000 | **For Personal Services** | 8,319,372. |
| .125 | Office and Building Services | 4,700. |
| .130 | Postage and Postal Charges | 2,800. |
| | Professional and Technical Services: | |
| .144 | Engineering | 98,500. |
| .155 | Rental of Property (Garage Space) | 9,100. |
| | Rental of Equipment and Services: | |
| .157 | For Disposal of Debris | 20,000. |
| .157 | Trucks and Equipment | 877,065. |
| .158 | Rental of Equipment and Services—City Owned | 1,000. |
| .160 | Repair or Maintenance of Property | 8,000. |
| .161 | Repair or Maintenance of Facilities | 3,000. |
| .162 | Repair or Maintenance of Equipment | 130,000. |
| .163 | Restoration of Street Openings | 500. |
| .164 | Bookbinding | 500. |
| .166 | Subscriptions and Dues | 30. |
| .173 | State Vehicle License Plates | 300. |
| .174 | Hauling | 900. |
| .176 | Maintenance and Operation—City Owned Vehicles | 2,000. |
| .182 | Heat, Light and Power (Public) | 7,000. |
| .186 | Telephone | 12,000. |
| *5810.100 | **For Contractual Services** | 1,177,395. |
| .228 | Automobile Allowance—schedule rate | 52,925. |
| .270 | Local Transportation | 8,000. |
| *5810.200 | **For Travel** | 60,925. |
| | Fuel: | |
| .312 | Coal | 100. |
| .314 | Fuel Oil | 7,500. |
| .320 | Gasoline | 32,000. |
| .340 | Material and Supplies | 160,000. |
| .342 | Drug, Medical and Chemical Materials and Supplies | 200. |
| .345 | Apparatus and Instruments | 1,000. |
| .350 | Stationery and Office Supplies | 10,000. |
| .360 | Repair Parts and Materials | 25,000. |
| .370 | Small Tools (Unit Value not Exceeding $10.00) | 5,000. |
| .375 | Tools (Unit Value over $10.00) | 5,000. |
| *5810.300 | **For Commodities** | 245,800. |
| .440 | Machinery and Equipment | 55,000. |
| .450 | Vehicles | 20,000. |
| *5810.400 | **For Equipment** | 75,000. |
| | ***Total for Bureau of Sewers** | $ 9,878,492. |

## Department of Water and Sewers—*Continued*

### BUREAU OF SEWERS—Continued

### POSITIONS AND SALARIES

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **ADMINISTRATION—5811** | | |
| 5975 | Deputy Commissioner for Sewers | 1 | $ 29,500. |
| 5977 | Assistant Deputy Commissioner for Sewers | 1 | 20,928. |
| 8335 | Superintendent of Reconstruction | 1 | 14,856. |
| 2206 | Supervisor of Out-of-Town Sewer Connections | 1 | 10,560. |
| 7146 | Supervisor of Field Services II | 1 | 9,120. |
| 0303 | Administrative Assistant III | 1 | 13,476. |
| 0301 | Administrative Assistant I | 2 | 7,872. |
| 0301 | Administrative Assistant I | 1 | 6,804. |
| 1852 | Supervisor of Inventory Control II | 1 | 10,056. |
| 7103 | Equipment Coordinator | 1 | 9,120. |
| 7101 | Assistant Equipment Coordinator | 1 | 8,268. |
| 0805 | Secretary | 1 | 8,688. |
| 0164 | Supervising Timekeeper | 1 | 10,560. |
| 0423 | Head Clerk | 1 | 11,100. |
| 0421 | Principal Clerk | 1 | 10,056. |
| 0421 | Principal Clerk | 2 | 9,120. |
| 0421 | Principal Clerk | 1 | 6,480. |
| 0403 | Senior Clerk | 1 | 8,268. |
| 0403 | Senior Clerk | 1 | 7,500. |
| 0403 | Senior Clerk | 1 | 6,180. |
| 0401 | Junior Clerk | 1 | 5,604. |
| 0401 | Junior Clerk | 1 | 5,340. |
| 0401 | Junior Clerk | 1 | 4,848. |
| 0825 | Principal Stenographer | 1 | 10,056. |
| 0840 | Senior Vari-Type Operator | 1 | 8,268. |
| 0841 | Vari-Type Operator | 1 | 8,688. |
| 0841 | Vari-Type Operator | 2 | 8,268. |
| 0841 | Vari-Type Operator | 1 | 6,804. |
| 0834 | Typist | 1 | 5,340. |
| | Schedule Salary Adjustments | | 2,295. |
| | | 32 | 309,283. |
| | **SEWER DESIGN AND CONSTRUCTION SUPERVISION—5820** | | |
| 5978 | Assistant to the Deputy Commissioner of Sewers | 1 | 18,984. |
| 5676 | Chief Engineer of Sewers | 1 | 24,228. |
| 5675 | Assistant Chief Engineer of Sewers | 1 | 23,076. |
| 5675 | Assistant Chief Engineer of Sewers | 1 | 19,932. |
| 5659 | Engineer of Sewer Construction and Maintenance | 1 | 21,984. |
| 5659 | Engineer of Sewer Construction and Maintenance | 1 | 18,984. |
| 5659 | Engineer of Sewer Construction and Maintenance | 1 | 15,600. |
| 5615 | Civil Engineer V | 1 | 15,600. |

## Department of Water and Sewers—*Continued*

### BUREAU OF SEWERS—Continued

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **SEWER DESIGN AND CONSTRUCTION SUPERVISION—5820—Continued** | | |
| 5614 | Civil Engineer IV | 2 | $ 18,084. |
| 5614 | Civil Engineer IV | 1 | 14,148. |
| 5613 | Civil Engineer III | 5 | 16,380. |
| 5613 | Civil Engineer III | 1 | 15,600. |
| 5613 | Civil Engineer III | 1 | 14,148. |
| 5613 | Civil Engineer III | 1 | 13,476. |
| 5612 | Civil Engineer II | 4 | 14,856. |
| 5612 | Civil Engineer II | 1 | 14,148. |
| 5612 | Civil Engineer II | 1 | 13,476. |
| 5612 | Civil Engineer II | 1 | 12,240. |
| 5612 | Civil Engineer II | 2 | 11,100. |
| 5612 | Civil Engineer II | 1 | 10,560. |
| 5611 | Civil Engineer I | 2 | 12,840. |
| 5611 | Civil Engineer I | 2 | 12,240. |
| 5611 | Civil Engineer I | 2 | 11,100. |
| 5611 | Civil Engineer I | 2 | 9,564. |
| 5633 | Bench and Grade Engineer | 1 | 10,560. |
| 5952 | Safety Engineer II | 1 | 9,120. |
| 5951 | Safety Engineer I | 1 | 11,100. |
| 5951 | Safety Engineer I | 1 | 7,500. |
| 6143 | Engineering Technician IV | 1 | 10,560. |
| 6142 | Engineering Technician III | 1 | 9,564. |
| 6142 | Engineering Technician III | 1 | 8,688. |
| 6141 | Engineering Technician II | 1 | 9,120. |
| 6141 | Engineering Technician II | 1 | 8,268. |
| 6141 | Engineering Technician II | 1 | 7,872. |
| 6141 | Engineering Technician II | 1 | 6,804. |
| 6140 | Engineering Technician I | 1 | 5,604. |
| 5655 | Sewer Estimating Engineer | 1 | 14,856. |
| 8316 | Bench and Grade Inspector | 1 | 9,120. |
| 5762 | Civil Engineering Draftsman II | 2 | 12,240. |
| 5762 | Civil Engineering Draftsman II | 1 | 8,268. |
| 5761 | Civil Engineering Draftsman I | 1 | 6,804. |
| 5752 | Map Draftsman II | 1 | 6,804. |
| 5751 | Map Draftsman I | 1 | 8,688. |
| 5751 | Map Draftsman I | 1 | 7,872. |
| 5751 | Map Draftsman I | 1 | 7,152. |
| 5751 | Map Draftsman I | 1 | 6,804. |
| 0841 | Vari-Type Operator | 1 | 6,180. |
| 0664 | Photostat Machine Operator | 1 | 4,620. |
| | Schedule Salary Adjustments | | 4,294. |
| | | 62 | 778,066. |

## Department of Water and Sewers—*Continued*
### BUREAU OF SEWERS—Continued
### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **CLEANING OF SEWERS—5830** | | |
| 8347 | Superintendent of Sewer Cleaning | 1 | $ 16,380. |
| 8349 | Assistant Superintendent of Sewer Cleaning | 1 | 15,600. |
| 0302 | Administrative Assistant II | 1 | 10,560. |
| 0423 | Head Clerk | 1 | 11,100. |
| 0421 | Principal Clerk | 1 | 6,480. |
| 0403 | Senior Clerk | 1 | 7,152. |
| 0403 | Senior Clerk | 1 | 6,180. |
| 0403 | Senior Clerk | 1 | 5,604. |
| 0403 | Senior Clerk | 2 | 5,340. |
| 0834 | Typist | 1 | 6,180. |
| 0733 | Information Representative I | 1 | 7,872. |
| 0730 | Information Clerk | 1 | 5,892. |
| 0730 | Information Clerk | 1 | 4,848. |
| 8345 | Foreman of Sewer Cleaning | 7 | 1,263.00m |
| 8343 | Assistant Foreman of Sewer Cleaning | 10 | 1,151.50m |
| 7633 | Hoisting Engineer (as orange peel crane operator) (264d) (2,112h) | (29,568h) | 6.05h |
| 7633 | Hoisting Engineer (264d) (2,112h) | (38,016h) | 5.50h |
| 9586 | Laborer in Charge of Eductor (264d) (2,112h) | (4,224h) | 4.90h |
| 9583 | Sewer Laborer (as bottom man) | (8,448h) | 5.10h |
| 9583 | Sewer Laborer (Sub-Foreman) (264d) (2,112h) | (128,832h) | 5.30h |
| 9583 | Sewer Laborer (264d) (2,112h) | (498,432h) | 4.75h |
| 9583 | Sewer Laborer (as watchman) | (10,560h) | 3.55h |
| 7183 | Motor Truck Driver | (76,032h) | 4.70h |
| 0471 | Yard Clerk | 5 | 857.00m |
| | Schedule Salary Adjustments | | 888. |
| | | | 4,308,065. |
| | **REPAIR OF SEWERS—5840** | | |
| 8356 | Superintendent of Sewer Repair | 1 | 1,263.00m |
| 8354 | Division Foreman of Sewer Repair | 3 | 1,238.00m |
| 8327 | Foreman of Sewer Construction | 1 | 1,184.00m |
| 4303 | Foreman of Carpenters (2,080h) | 1 | 1,239.00m |
| 4301 | Carpenter (260d) (2,080h) | 2 | 6.05h |
| 4305 | Lath and Form Mechanic (260d) (2,080h) | 1 | 6.05h |
| 8320 | Materials Dispatcher (2,120h) | 1 | 4.80h |
| 8321 | Assistant Materials Dispatcher (2,120h) | 1 | 4.75h |
| 4403 | Sewer Bricklayer (2,080h) | 37 | 1,152.50m |
| 9583 | Sewer Laborer (as bottom man) (265d) (2,120h) | (27,560h) | 5.10h |

## Department of Water and Sewers—*Continued*

### BUREAU OF SEWERS—Continued

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **REPAIR OF SEWERS—5840—Continued** | | |
| 9583 | Sewer Laborer (as jackhammerman) (265d) (2,120h) | (10,600h) | $ 5.10h |
| 9583 | Sewer Laborer (265d) (2,120h) | (197,160h) | 4.75h |
| 9583 | Sewer Laborer (as watchman) | (14,840h) | 3.55h |
| 7633 | Hoisting Engineer (in charge) (2,120h) | (2,120h) | 6.30h |
| 7633 | Hoisting Engineer (as crane operator) (265d) (2,120h) | (8,480h) | 6.05h |
| 7633 | Hoisting Engineer (as combination back hoe and front end loader operator) (265d) (2,120h) | (2,120h) | 5.80h |
| 7633 | Hoisting Engineer (as high lift operator) (265d) (2,120h) | (6,360h) | 5.60h |
| 7633 | Hoisting Engineer (265d) (2,120h) | (16,960h) | 5.50h |
| 7631 | Hoisting Engineer Apprentice (265d) (2,120h) | (6,360h) | 4.65h |
| 7183 | Motor Truck Driver | (10,600h) | 4.70h |
| 0471 | Yard Clerk | 4 | 857.00m |
| 0834 | Typist | 1 | 5,340. |
| | Schedule Salary Adjustments | | |
| | | | 2,174,038. |
| | **INSPECTION OF SEWER INSTALLATIONS—5850** | | |
| 8317 | Supervisor of Mason Inspectors | 1 | 1,044.50m |
| 8315 | Mason Inspector | 14 | 1,019.50m |
| 2147 | Supervising House Drain Inspector | 1 | 1,085.00m |
| 2147 | Supervising House Drain Inspector | 2 | 936.00m |
| 2145 | Chief House Drain Inspector | 1 | 984.00m |
| 2143 | House Drain Inspector | 39 | 862.00m |
| 1537 | Sewer Pipe Inspector | 1 | 809.00m |
| 2231 | Plumbing Inspector | 3 | 1,161.50m |
| | (Effective June 1) | | 1,213.50m |
| 4754 | Plumber (2,080h) | 2 | 1,074.50m |
| | | | 712,920. |
| 8315 | Mason Inspectors, at $1,019.50 per month and such other employes as may be required in connection with work relating to construction and maintenance of sewers and house drains (no expenditures shall be made from this account unless first covered by a special cash deposit sufficient to reimburse the cost of such work) | | 37,000. |
| | | | $ 8,319,372. |

## Department of Water and Sewers—*Continued*

### BUREAU OF SEWERS—Continued

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **Automobile Allowance—schedule rate** | | |
| 6755 | Compensation for use of personally owned automobiles by: | | |
| | Chief Engineer of Sewers | 1 | |
| | Assistant Chief Engineer of Sewers | 1 | |
| | Superintendent of Reconstruction | 1 | |
| | Superintendent of Sewer Repairs | 1 | |
| | Superintendent of Sewer Cleaning | 1 | |
| | Division Foreman of Sewer Repair | 3 | |
| | House Drain Inspector in Charge | 1 | |
| | Equipment Coordinator | 1 | |
| | Assistant Equipment Coordinator | 1 | |
| | Bench and Grade Inspector | 1 | |
| | Engineer of Sewer Construction and Maintenance | 3 | |
| | Assistant Superintendent of Sewer Cleaning | 1 | |
| | Foreman of Sewer Cleaning | 7 | |
| | Assistant Foreman of Sewer Cleaning | 10 | |
| | Foreman of Carpenters | 1 | |
| | Civil Engineer IV | 2 | |
| | Civil Engineer III | 5 | |
| | Civil Engineer II | 1 | |
| | Civil Engineering Technician IV | 1 | |
| | Civil Engineering Technician III | 1 | |
| | Safety Engineer II | 1 | |
| | Safety Engineer I | 2 | |
| | Supervisor of Out-of-Town Sewer Connections | 1 | |
| | Supervisor of Field Services II | 1 | |
| | Sewer Bricklayer | 2 | |
| | Supervisor of Mason Inspectors | 1 | |
| | Mason Inspectors | 4 | |
| | Supervising House Drain Inspector | 3 | |
| | House Drain Inspector | 39 | |
| | Plumbing Inspector | 3 | |
| | Plumber | 2 | |
| | Hoisting Engineer (in charge) | 1 | |
| | | 104 | $ 52,925. |

200-Water Fund

## DEPARTMENT OF PUBLIC WORKS
### BUREAU OF ENGINEERING

All expenditures and encumbrances hereunder to be processed through the accounting office of the Department of Water and Sewers.

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### GENERAL AND WATER WORKS DESIGN

| Code | | Amounts Appropriated |
|---|---|---|
| .005 | Salaries and Wages—On Payroll (For employes authorized under the Engineering Revolving Fund) | $ 350,000. |
| *6225.000 | **For Personal Services** | 350,000. |
| .125 | Office and Building Services | 2,000. |
| .130 | Postage and Postal Charges | 200. |
| .149 | Other Professional and Technical Services | 15,000. |
| .157 | Rental of Equipment and Services | 4,500. |
| .162 | Repair or Maintenance of Equipment | 1,000. |
| .166 | Subscriptions and Dues | 25. |
| *6225.100 | **For Contractual Services** | 22,725. |
| .245 | Reimbursement to Travelers | 500. |
| .270 | Local Transportation | 300. |
| *6225.200 | **For Travel** | 800. |
| .340 | Material and Supplies | 1,500. |
| .350 | Stationery and Office Supplies | 1,500. |
| *6225.300 | **For Commodities** | 3,000. |
| .424 | Furniture and Furnishings | 1,000. |
| *6225.400 | **For Equipment** | 1,000. |
| | ***Total for General and Water Works Design** | $ 377,525. |

# DEPARTMENT OF PUBLIC WORKS

## BUREAU OF ENGINEERING

## OPERATIONS DIVISION

| Code | | Amounts Appropriated |
|---|---|---|
| | **GENERAL BUILDINGS AND FACILITIES** | |
| | (Expenditures hereunder for the Municipal Shops and other property at the Municipal Plant shall be reimbursed to the Water Fund from other City funds and other agencies receiving benefits therefrom.) | |
| | For maintenance and improvement of Meter Shop Building and the garage at 3148 S. Sacramento Avenue: | |
| *6230.850 | | $ 40,000. |
| | For Maintenance and Improvement of Municipal Plant Property: | |
| | Iron Shop | 40,000. |
| | Machine and Tin Shop | 30,000. |
| | North Machinery Hall | 15,000. |
| | Plant Property | 105,000. |
| *6230.851 | | 190,000. |
| *6230.852 | For maintenance of Water Fund Buildings and property at Chicago Avenue and Chicago River | 40,000. |
| *6230.853 | For protection of old Lake View Pumping Station and removal of existing station | 250,000. |
| *6230.855 | For maintenance and operation of City-owned tug used in construction, repair and maintenance of the Water Works System. The Water Fund is to be reimbursed from all other City funds receiving benefits therefrom | 120,000. |
| *6230.700 | **For Contingencies** | 10,000. |
| | ***Total for General Buildings and Facilities** | $ 650,000. |
| | **CONSTRUCTION AND BETTERMENTS** | |
| | **Southwest Pumping Station** | |
| *6230.550 | For construction and improvements and the purchase and installation of pumps Nos. 5 and 6 and new diesel generator | 920,000. |
| | **Chicago Avenue Pumping Station** | |
| *6230.551 | For construction and improvements | 43,000. |

200-Water Fund

## Department of Public Works—*Continued*

### BUREAU OF ENGINEERING—Continued

### OPERATIONS DIVISION—Continued

| Code | | Amounts Appropriated |
|---|---|---|
| | **CONSTRUCTION AND BETTERMENTS—Continued** | |
| | **Sixty-Eighth Street Pumping Station** | |
| *6230.552 | For construction and improvements .......$ | 22,000. |
| | **Central Park Avenue Pumping Station** | |
| *6230.553 | For construction and improvements ...... | 44,000. |
| | **Springfield Avenue Pumping Station** | |
| *6230.554 | For construction and improvements ...... | 40,000. |
| | **Western Avenue Pumping Station** | |
| *6230.555 | For construction and improvements and purchase of two turbine drives .......... | 569,000. |
| | **Thomas Jefferson Pumping Station** | |
| *6230.556 | For construction of buildings, the rehabilitation of existing buildings and other improvements ................... | 314,000. |
| | **Roseland Pumping Station** | |
| *6230.557 | For construction and improvements and purchase of new pump ............... | 250,000. |
| | **Mayfair Pumping Station** | |
| *6230.558 | For construction and improvements and purchase of two pumps ............... | 334,000. |
| | **Cermak Pumping Station** | |
| *6230.559 | For construction and improvements ....... | 20,000. |
| | **Lake View Pumping Station** | |
| *6230.560 | For construction and improvements and purchase of new pump ............... | 160,000. |
| | **Tunnels and Shafts** | |
| *6230.563 | Improvements and alterations to shafts, J., K., and M.—Chicago Avenue Pumping Station .......................... | 5,000. |

# Department of Public Works—*Continued*

## BUREAU OF ENGINEERING—Continued

## OPERATIONS DIVISION—Continued

| Code | | Amounts Appropriated |
|---|---|---|
| **CONSTRUCTION AND BETTERMENTS—Continued** | | |
| | **Water Tunnel System** | |
| *6230.568 | For betterments in waterproofing of shafts; diverting sewers adjacent to shafts; and improvement and alterations to tunnels, shafts and reservoirs for prevention of pollution | $ 75,000. |
| *6230.569 | Removal of Four-Mile Crib | 500,000. |
| | **Chlorinating Facilities** | |
| *6230.581 | For installation and improvement of chlorinating equipment and facilities at pumping stations | 50,000. |
| *6230.582 | Conversion of pumping station boilers | 500,000. |
| *6230.584 | Construction of district suboffice and yard. | 25,000. |
| *6230.585 | Installation of equipment and facilities for testing large meters | 50,000. |
| *6230.586 | For construction and improvements—Hegewisch Sewage Pumping Station | 5,000. |
| | **Water Filtration** | |
| | **South Water Filtration Plant** | |
| *6230.570 | For construction and improvements and for installation of sediment disposal, instrumentation, traveling screens and other equipment and facilities | 380,000. |
| | **Central Water Filtration Plant** | |
| *6230.576 | For construction and improvements and for installation of sediment disposal, wash water troughs, graphic panels and other equipment and facilities | 345,000. |
| *6230.500 | **For Permanent Improvements** | $ 4,651,000. |
| *6230.801 | Repairs to water works system | 885,000. |
| | ***Total for Operations Division** | $ 6,186,000. |

## DEPARTMENT OF PUBLIC WORKS

### PUBLIC WORKS CONSTRUCTION CAPITAL ACCOUNT

The Public Works Construction Capital Account is established for the purpose of furnishing services in connection with the construction, maintenance and repair of the water works system and other public works, the expense of which is to be reimbursed from appropriations of City funds, from funds of other governmental agencies, or by private persons.

This account shall be maintained and used subject to the conditions and limitations of Section 7-24.1 to 7-24.10 of the Municipal Code of Chicago and the conditions and limitations herein set forth.

Charges shall be based upon the total cost of furnishing material and services, including for overhead and incidental expense, at a rate approved by the Comptroller; provided that when work, material, or services are furnished on contract or purchase orders that can be paid directly from regularly authorized appropriations they shall be charged direct to such appropriations; and provided further, that machinery, trucks and other equipment used in the furnishing of services shall be charged for at fair rates including depreciation as established by the department, subject to the approval of the Comptroller. The rates as determined from time to time shall be reported to the Committee on Finance of the City Council showing the various details included as parts of the total rate.

Expenditures are authorized for the maintenance of necessary stock of material and supplies, and for tools, machinery and equipment for use in carrying on the activities of this account.

Expenditures are authorized for all items, as may be necessary, as shall enter into or become a part of the cost of furnishing the services herein authorized.

Expenditures are authorized to be made for salaries and wages, including additional compensation of twenty-five cents per hour for hoisting engineers when it is necessary to use long boom, as well as one dollar per foot per day for divers descending below 50 feet and for personally owned automobiles as are authorized under the Engineering Revolving Fund.

Expenditures are authorized to be made for salaries and wages of the following employes as needed:

### POSITIONS AND SALARIES

| Code | Positions | No. | Rate |
|---|---|---|---|
| 4405 | Foreman of Bricklayers (2,080h) | 1 | $ 1,196.00m |
| 4303 | Foreman of Carpenters (2,080h) | 1 | 1,239.00m |
| 7635 | Foreman of Hoisting Engineers (2,080h) | 1 | 1,168.50m |
| 4265 | Watchman | | 576.50m |
| 0471 | Yard Clerk | 3 | 857.00m |
| 4401 | Bricklayer (Sub-Foreman) | | 6.90h |
| 4401 | Bricklayer | | 6.65h |
| 4838 | General Foreman of Bridge and Structural Ironworkers | 1 | 8.35h |
| 4836 | Foreman Bridge and Structural Ironworkers | 2 | 7.85h |
| 4834 | Bridge and Structural Ironworker (Sub-Foreman) | | 7.85h |
| 4834 | Bridge and Structural Ironworker | | 7.35h |
| 4805 | Architectural Ironworker (Sub-Foreman) | | 6.985h |
| 4805 | Architectural Ironworker | | 6.61h |
| 4301 | Carpenter (Sub-Foreman) | | 6.55h |
| 4301 | Carpenter | | 6.05h |

## Department of Public Works—*Continued*

### PUBLIC WORKS CONSTRUCTION CAPITAL ACCOUNT—Continued

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| 4437 | Foreman of Cement Finishers | 1 | $ 6.30h |
| 4437 | Foreman of Cement Finishers (160h) | 1 | 6.30h |
| 4435 | Cement Finisher | | 5.80h |
| 8244 | Foreman of Laborers | 20 | 5.60h |
| 4566 | General Foreman of Construction Laborers | 1 | 6.30h |
| 9411 | Construction Laborer (Sub-Foreman) | | 5.30h |
| 9411 | Construction Laborer | | 4.75h |
| | Construction Laborers as follows: | | |
| 9411 | as caisson digger | | 5.10h |
| 9411 | as underground concrete laborer | | 4.875h |
| 9411 | as car pusher | | 4.875h |
| 9411 | as jackhammerman | | 5.10h |
| 9411 | as miner | | 5.10h |
| 9411 | as mucker | | 4.975h |
| 7396 | Deck Hand | 1 | 5.06h |
| | (Effective April 1) | | 5.76h |
| 7360 | Diver | 2 | 12.00h |
| 7633 | Hoisting Engineer (in charge) (500h) | 1 | 6.30h |
| 7633 | Hoisting Engineer | | 5.50h |
| 7633 | Hoisting Engineer (power shovels and drag lines) | | 6.05h |
| 7633 | Hoisting Engineer (trenching and grading) | | 6.05h |
| 7633 | Hoisting Engineer (as combination back hoe and front end loader operator) | | 5.80h |
| 7633 | Hoisting Engineer (tunnel work) | | 5.50h |
| 7631 | Hoisting Engineer Apprentice | | 4.65h |
| 6536 | Foreman of Machinery Movers | 1 | 6.75h |
| 6534 | Machinery Mover (Sub-Foreman) | | 6.35h |
| 6534 | Machinery Mover | | 6.00h |
| 6680 | General Foreman of Machinists | 1 | 7.18h |
| 6676 | Foreman of Machinists | 2 | 6.83h |
| 6674 | Machinist (Sub-Foreman) | | 6.53h |
| 6674 | Machinist | | 6.18h |
| 7353 | Marine Engineer | 1 | 5.97h |
| | (Effective April 1) | | 6.75h |
| 7353 | Marine Engineer (200h) | 1 | 5.97h |
| | (Effective April 1) | 1 | 6.75h |
| 7357 | Marine Pilot | 1 | 5.46h |

## Department of Public Works—*Continued*

### PUBLIC WORKS CONSTRUCTION CAPITAL ACCOUNT—Continued

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| 7357 | Marine Pilot (200h) | 1 | $ 5.46h |
| 7183 | Motor Truck Driver | | 4.70h |
| 4630 | General Foreman of Painters | 1 | 6.81h |
| 4634 | Painter (Sub-Foreman) | | 6.36h |
| 4634 | Painter | | 5.65h |
| 4335 | Glazier (1,040h) | 1 | 6.19h |
| 4455 | Plasterer (1,040h) | 1 | 6.00h |
| 4575 | Pile Driver Mechanic (Sub-Foreman) | 1 | 6.55h |
| 4575 | Pile Driver Mechanic | | 6.05h |
| 7397 | Scowman | 2 | 5.06h |
| | (Effective April 1) | | 5.76h |
| 4560 | Freight Tunnel Maintenance Man | 2 | 4.75h |
| 4857 | General Foreman of Sheet Metal Workers | 1 | 6.70h |
| 4855 | Sheet Metal Worker (Sub-Foreman) | | 6.325h |
| 4855 | Sheet Metal Worker | | 6.20h |
| 4780 | General Foreman of Steamfitters | 1 | 7.25h |
| 4776 | Foreman of Steamfitters | 12 | 6.75h |
| 4774 | Steamfitter | | 6.25h |
| 4502 | Tar and Gravel Roofer (Sub-Foreman) | 2 | 6.82h |
| 4502 | Tar and Gravel Roofer | | 6.32h |
| 7395 | Tug Fireman | 2 | 5.06h |
| | (Effective April 1) | | 5.76h |
| 7395 | Tug Fireman (400h) | 1 | 5.06h |
| | (Effective April 1) | | 5.76h |

## DEPARTMENT OF FINANCE—GENERAL

To be expended under the direction of the City Comptroller unless otherwise provided.

All expenditures and encumbrances hereunder to be processed through the accounting office of the Department of Water and Sewers.

| Code | | Amounts Appropriated |
|---|---|---|
| .035 | For payment of salaries and wages of City employes who re-enter the City's service after having served in the land, air or naval forces or merchant marine of the United States | $ 1,000. |
| .035 | Adjustment in Salaries of transferred, reinstated, promoted, demoted and reclassified employes and employes hired above the first step | 9,000. |
| .040 | For adjustments in wages of per diem employes to conform with prevailing rates, when approved by the City Council | 5,000. |
| .042 | For payment of the monthly single or individual employe premium rate and fifty percent of the monthly family premium rate for hospital and medical care | 986,173. |
| *9112.000 | **For Personal Services** | 1,001,173. |
| .150 | Printing Water Certificates | 20,000. |
| .155 | Rental of Property | 5,000. |
| .170 | Surety Bond Premiums | 7,500. |
| .186 | Telephone | 1,000. |
| *9112.100 | **For Contractual Services** | 33,500. |
| | Furniture, Communication and Office Equipment: | |
| .420 | To be expended under the direction of the Budget Director on departmental requisitions and to be accounted for by bureaus and divisions as expended | 25,000. |
| *9112.400 | **For Equipment** | 25,000. |
| *9112.801 | Expense of Investigations by Committee on Finance | 100,000. |
| *9112.802 | Legal and all other expense, except printing, incidental to issuing water certificates | 15,000. |
| *9112.803 | To reimburse the Corporate Purposes Fund for services furnished by the Data Center | 400,000. |
| | Claims: | |
| *9112.935 | Against Water Fund | 10,000. |
| *9112.936 | Under Workmen's Compensation Act | 475,000. |
| *9112.972 | For payments to City pension funds in lieu of contributions by officers and employes on leave of absence for training or service in the land, air or naval forces or merchant marine of the United States | 1,000. |
| *9112.984 | Taxes and Special Assessments on Water Fund Property | 500. |

200-Water Fund

## Department of Finance—General—*Continued*

| Code | | Amounts Appropriated |
|---|---|---|
| *9112.990 | For payment of claims on account of cancelled warrants, moneys deposited in the Water Fund from Unclaimed Wages Account and Suspense Account and for refunding duplicate payments and payments made in error | $ 3,000. |
| *9112.904 | For payment of judgments | 50,000. |
| *9112.906 | For payment of 90 per cent refunds of special assessments paid for water supply pipes | 25,000. |
| *9112.992 | To reimburse the Corporate Purposes Fund for expenses in various departments common to both Corporate and Water Funds chargeable to the Water Fund | 1,916,000. |
| *9112.999 | To reimburse the Corporate Purposes Fund for services furnished by the Department of Purchases | 200,000. |
| | ***Total for Department of Finance-General** | $ 4,255,173. |

### DEBT SERVICE

| Code | | Amounts Appropriated |
|---|---|---|
| *9112.901 | Interest on judgments | $ 3,000. |
| *9112.902 | Interest on Water Works System Certificates of Indebtedness Bonds | 6,699,896. |
| *9112.903 | Interest on Water Pipe Extension Certificates | 2,000. |
| *9112.907 | For payment to certain corporations for money advanced for laying water pipe | 150,000. |
| *9112.958 | For payment of Water Pipe Extension Certificates | 100,000. |
| *9112.908 | For redemption of Water Works System Certificates of Indebtedness | 6,500,000. |
| | ***Total for Debt Service** | $13,454,896. |

### REAL ESTATE CAPITAL ACCOUNT

The Real Estate Capital Account is established for the purpose of purchasing or acquiring real property for the use and benefit of the City government, the cost of which is to be reimbursed from appropriations of City funds.

This account shall be maintained and used subject to the conditions and limitations of Sections 7-24.1 to 7-24.10 of the Municipal Code of Chicago and the conditions and limitations herein set forth.

Expenditures are authorized for the purchase of real estate and payment of costs incident to acquiring real estate, and such expenditures shall be reimbursed in full from appropriations properly chargeable thereof.

**Total from Water Fund.................$76,446,076.**

# NO. 3—WATER WORKS SYSTEM CERTIFICATES OF INDEBTEDNESS FUND—290

## DEPARTMENT OF PUBLIC WORKS

### BUREAU OF ENGINEERING

### OPERATIONS DIVISION

| Code | | Amounts Appropriated |
|---|---|---|
| | **CONSTRUCTION AND BETTERMENTS** | |
| *6230.556 | For construction of buildings, the rehabilitation of existing buildings and other improvements — Thomas Jefferson Pumping Station | $ 2,700,000. |
| *6230.558 | For construction and improvements and purchase of two pumps — Mayfair Pumping Station | 700,000. |
| *6230.561 | Construction of water pipe tunnel—Indiana Avenue | 600,000. |
| *6230.562 | For preliminary study and design of proposed water tunnel. | 100,000. |
| *6230.565 | For construction of tunnel connection—Chicago Avenue Tunnel to Central Water Filtration Plant | 50,000. |
| *6230.567 | For construction of tunnels and shaft and removal of wet well—Springfield Avenue Pumping Station | 200,000. |
| *6230.569 | Removal of Four-Mile Crib | 100,000. |
| *6230.582 | Conversion of Pumping Station boilers | 1,100,000. |
| *6230.589 | For construction and betterments of water pumping stations and tunnels | 100,000. |
| | **Water Filtration** | |
| | **South Water Filtration Plant** | |
| *6230.570 | For construction and improvements and for installation of sediment disposal, instrumentation, traveling screens and other equipment and facilities | 2,600,000. |
| | **Central Water Filtration Plant** | |
| *6230.576 | For construction and improvements and for installation of sediment disposal, wash water troughs, graphic panels and other equipment and facilities | 1,000,000. |
| *6230.500 | **For Permanent Improvements** | $ 9,250,000. |
| | ***Total for Operations Division** | $ 9,250,000. |

290-Water Certificates

## DEPARTMENT OF WATER AND SEWERS

### WATER DISTRIBUTION DIVISION

| Code | | Amounts Appropriated |
|---|---|---|
| .551 | **Construction New District Headquarters Building** | $ 400,000. |
| .552 | Extension of Feeder Mains | 2,400,000. |
| .553 | Extension of Mains | 3,726,000. |
| .555 | Meter and Meter Connection Installation | 300,000. |
| .557 | Laying Mains for Betterments | 400,000. |
| .558 | Laying Mains for Fire Protection | 250,000. |
| .559 | Installation of Hydrants, Valves and Appurtenances | 750,000. |
| .561 | Ordinary and Special Construction of Water Distribution System | 942,000. |
| ***8270.500** | **For Permanent Improvements** | 9,168,000. |
| | ***Total for Water Distribution Division** | $ 9,168,000. |
| | ***Total from Water Works System Certificates of Indebtedness** | $18,418,000. |

# NO. 4 VEHICLE TAX FUND—300

## COMMITTEE ON TRAFFIC AND PUBLIC SAFETY

The Committee on Traffic and Public Safety has jurisdiction over all matters relating to vehicular and pedestrian traffic, traffic congestion and parking; all matters relating to the safe and convenient use of the streets and public safety; all matters relating to superhighways, grade separations and traffic facilities; all matters relating to the preparing and adopting of a coordinated plan for highway development in the Chicago Metropolitan Area.

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| Code | | Amounts Appropriated |
|---|---|---|
| .228 | Automobile Allowance—schedule rate ..... | $ 480. |
| .270 | Local Transportation .................... | 500. |
| *1258.200 | **For Travel** .......................... | 980. |
| .350 | Stationery and Office Supplies........... | 500. |
| *1258.300 | **For Commodities** ..................... | 500. |
| | **For plans and surveys relating to function, use and improvements of streets; for the study of channelization of streets and intersections; all with respect to the facilitation of traffic and the safety of the pedestrian, and the services, supplies and reports incident thereto.** | |
| *1258.801 | ......................................... | 168,952. |
| | ***Total for Committee on Traffic and Public Safety** ......................... | $ 170,432. |

### POSITIONS AND SALARIES

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **Automobile Allowance—schedule rate** | | |
| 6755 | Compensation for use of personally owned automobiles by: | | |
| | **Traffic Engineer** ...................... | 1 | |
| | **Administrative Assistant** ............... | 1 | |
| | | 2 | $ 480. |

### DEPARTMENT OF LAW

| Code | | Amounts Appropriated |
|---|---|---|
| *1610.801 | For the services of attorneys, clerks and stenographers and other personal services and expenses, and for such impersonal services, equipment and supplies as may be required in the prosecution of traffic violations ...................... | $ 200,000. |
| | ***Total for Department of Law** ......... | $ 200,000. |

# CITY CLERK

## DISTRIBUTION OF APPROPRIATIONS BY ORGANIZATIONAL ACTIVITIES

| CODE | ORGANIZATIONAL ACTIVITY | Year | Number of Positions | Personal Services | Contractual Services | Travel | Commodities | Contingencies | Specific Purposes | Total Operating Expense | Capital Outlay | Total Appropriation |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **1418** | **Issuance of Vehicle Licenses.................** | 1970 | 59 | $ 446,930 | $ 88,400 | $ 3,500 | $ 192,152 | $ 1,000 | ................ | $ 731,982 | $ 36,500 | $ 768,482 |
| | | 1969 | 58 | $ 407,870 | $ 103,400 | $ 3,500 | $ 200,000 | $ 1,000 | ................ | $ 715,770 | $ 9,500 | $ 725,270 |

## PERFORMANCE DATA

| | | WORK UNITS | | | | PERSONNEL | | | | | | OPERATING COSTS | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Number | | | Number | | Man-Hours | | Man-Hours Per-Unit | | Total for Year | | Av. Cost Per-Unit | |
| CODE | ACTIVITY AND SUB-ACTIVITY | Name | Est. 1970 | Budget 1969 | Act. 1968 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 |
| 1418 | Issuance of Vehicle Licenses:......... | | ............ | ............ | ............ | 59 | 58 | 107,380 | 105,560 | ........ | ........ | $ 731,982 | $ 715,770 | ........ | ........ |
| 01 | Administrative and clerical...... | | ............ | ............ | ............ | 2 | 2 | 3,640 | 3,640 | ........ | ........ | 22,046 | 23,888 | ........ | ........ |
| 02 | Processing license applications.. | License | 1,100,000 | 1,200,000 | 1,160,908 | 37 | 36 | 67,340 | 65,520 | .06 | .05 | 517,948 | 517,451 | $ .47 | $ .43 |
| 03 | Investigating vehicle licenses...... | Investigation | 7,000 | 7,000 | 6,409 | 8 | 7 | 14,560 | 12,740 | 2.08 | 1.71 | 75,680 | 60,541 | 10.81 | 8.65 |
| 04 | Performing photostat services.... | Photostat | 1,200,000 | 1,200,000 | 1,254,663 | 12 | 13 | 21,840 | 23,660 | .02 | .02 | 116,308 | 113,890 | .10 | .09 |

# CITY CLERK

The City Clerk issues vehicle licenses and identification cards.

(See Corporate Fund for other appropriations.)

| Code | | Amounts Appropriated |
|---|---|---|
| .005 | Salaries and Wages—on Payroll | $ 425,580. |
| .015 | Schedule Salary Adjustments | 6,174. |
| .020 | Overtime | |
| .055 | Extra clerk hire (services and extra stenographic services when necessary during license rush periods) | 15,176. |
| *1410.000 | **For Personal Services** | 446,930. |
| .130 | Postage and Postal Charges | 75,000. |
| .149 | Other Professional and Technical Services | 10,000. |
| .162 | Repair or Maintenance of Equipment | 3,000. |
| .186 | Telephone | 400. |
| *1410.100 | **For Contractual Services** | 88,400. |
| .224 | Automobile Allowance—mileage basis | 3,500. |
| *1410.200 | **For Travel** | 3,500. |
| .338 | License Stickers, Tags and Plates | 112,152. |
| .340 | Material and Supplies | 40,000. |
| .350 | Stationery and Office Supplies | 40,000. |
| *1410.300 | **For Commodities** | 192,152. |
| .422 | Office Machines | 30,000. |
| .424 | Furniture and Furnishings | 1,500. |
| *1410.400 | **For Equipment** | 31,500. |
| .526 | Improvement | 5,000. |
| *1410.500 | **For Permanent Improvements** | 5,000. |
| *1410.700 | **For Contingencies** | 1,000. |
| | ***Total for City Clerk** | $ 768,482. |

## POSITIONS AND SALARIES

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **ISSUANCE OF VEHICLE LICENSES—1418** | | |
| 0303 | Administrative Assistant III | 1 | $ 15,600. |
| 0302 | Administrative Assistant II | 1 | 11,100. |
| 0302 | Administrative Assistant II | 1 | 8,268. |

300-Vehicle Tax Fund

## City Clerk—*Continued*

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| **ISSUANCE OF VEHICLE LICENSES—1418—Continued** | | | |
| 1247 | Chief License Investigator | 1 | $ 11,652. |
| 1247 | Chief License Investigator | 1 | 10,056. |
| 1249 | License Investigator II | 1 | 9,120. |
| 1249 | License Investigator II | 1 | 8,268. |
| 1249 | License Investigator II | 2 | 7,152. |
| 1248 | License Investigator I | 1 | 6,804. |
| 0667 | Supervisor of Photostat Machine Operations | 1 | 9,564. |
| 0666 | Senior Photostat Machine Operator | 1 | 5,088. |
| 0408 | Record Clerk | 1 | 8,268. |
| 0408 | Record Clerk | 3 | 6,804. |
| 0408 | Record Clerk | 2 | 6,480. |
| 0408 | Record Clerk | 1 | 6,180. |
| 0408 | Record Clerk | 1 | 5,892. |
| 0408 | Record Clerk | 1 | 5,604. |
| 0408 | Record Clerk | 2 | 5,340. |
| 0772 | Index Clerk II | 1 | 7,152. |
| 0635 | Microfilm Machine Operator | 1 | 4,848. |
| 0658 | Senior Multilith Operator | 1 | 7,500. |
| 0442 | Vault Clerk | 1 | 5,088. |
| 0419 | Records Custodian | 1 | 7,872. |
| 0419 | Records Custodian | 1 | 7,152. |
| 0419 | Records Custodian | 1 | 6,180. |
| 0419 | Records Custodian | 1 | 5,604. |
| 0423 | Head Clerk | 2 | 11,652. |
| 0423 | Head Clerk | 1 | 7,500. |
| 0421 | Principal Clerk | 1 | 10,056. |
| 0421 | Principal Clerk | 1 | 7,152. |
| 0421 | Principal Clerk | 2 | 6,480. |
| 0403 | Senior Clerk | 1 | 8,268. |
| 0403 | Senior Clerk | 1 | 7,152. |
| 0403 | Senior Clerk | 1 | 6,480. |
| 0403 | Senior Clerk | 4 | 5,340. |
| 0401 | Junior Clerk | 1 | 7,152. |
| 0401 | Junior Clerk | 1 | 6,480. |
| 0401 | Junior Clerk | 1 | 6,180. |
| 0401 | Junior Clerk | 1 | 5,892. |
| 0401 | Junior Clerk | 2 | 5,340. |
| 0401 | Junior Clerk | 2 | 5,088. |
| 0401 | Junior Clerk | 2 | 4,848. |
| 0827 | Head Stenographer | 1 | 11,652. |
| 0825 | Principal Stenographer | 1 | 9,120. |
| 0823 | Senior Stenographer | 1 | 7,500. |
| 0823 | Senior Stenographer | 1 | 5,604. |
| | **Schedule Salary Adjustments** | | 6,174. |
| | | 59 | $ 431,754. |

300-Vehicle Tax Fund

# DEPARTMENT OF FINANCE

## CITY COLLECTOR

### DISTRIBUTION OF APPROPRIATIONS BY ORGANIZATIONAL ACTIVITIES

| CODE | ORGANIZATIONAL ACTIVITY | Year | Number of Positions | Personal Services | Contractual Services | Travel | Commodities | Contingencies | Specific Purposes | Total Operating Expense | Capital Outlay | Total Appropriation |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **1545** | Processing Collection Transactions.......... | 1970 | 31 | $ 249,163 | $ 10,000 | ............ | $ 40,000 | ................. | ................. | $ 299,163 | $ 8,500 | $ 307,663 |
| | | 1969 | 31 | $ 238,754 | $ 9,000 | ............ | $ 40,000 | ................. | ................. | $ 287,754 | $ 7,000 | $ 294,754 |

### PERFORMANCE DATA

| | | WORK UNITS | | | | PERSONNEL | | | | | | OPERATING COSTS | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Number | | | Number | | Man-Hours | | Man-Hours Per-Unit | | Total for Year | | Av. Cost Per-Unit | |
| CODE | ACTIVITY AND SUB-ACTIVITY | Name | Est. 1970 | Budget 1969 | Act. 1968 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 |
| 1545 | **Processing Collection Transactions:**.................................... | | | | | | | | | | | | | | |
| **08** | **Processing vehicle tax applications** .............................. | **Application** | 1,200,000 | 1,175,000 | 1,160,908 | 31 | 31 | 62,062 | 62,062 | .05 | .05 | $ 299,163 | $ 287,754 | $ .25 | $ .24 |

300-Vehicle Tax Fund

# DEPARTMENT OF FINANCE

## CITY COLLECTOR

The City Collector processes license applications, computes and collects license fees. (See Corporate Fund for other appropriations.)

| Code | | Amounts Appropriated |
|---|---|---|
| .005 | Salaries and Wages—on Payroll | $ 231,768. |
| .015 | Schedule Salary Adjustments | 4,395. |
| .020 | Overtime | 13,000. |
| *1540.000 | **For Personal Services** | 249,163. |
| .130 | Postage and Postal Charges | 10,000. |
| *1540.100 | **For Contractual Services** | 10,000. |
| .350 | Stationery and Office Supplies | 40,000. |
| *1540.300 | **For Commodities** | 40,000. |
| .422 | Office Machines | 6,000. |
| .424 | Furniture and Furnishings | 2,500. |
| *1540.400 | **For Equipment** | 8,500. |
| | ***Total for City Collector** | $ 307,663. |

### POSITIONS AND SALARIES

| Code | Positions | No. | Rate |
|---|---|---|---|
| **PROCESSING COLLECTION TRANSACTIONS—1545** | | | |
| 0215 | Deputy City Collector | 1 | $ 14,856. |
| 0302 | Administrative Assistant II | 1 | 10,560. |
| 0301 | Administrative Assistant I | 1 | 10,560. |
| 0423 | Head Clerk | 1 | 10,056. |
| 0421 | Principal Clerk | 2 | 9,564. |
| 0421 | Principal Clerk | 1 | 9,120. |
| 0403 | Senior Clerk | 1 | 7,500. |
| 0403 | Senior Clerk | 1 | 7,152. |
| 0403 | Senior Clerk | 1 | 5,340. |
| 0401 | Junior Clerk | 3 | 6,480. |
| 0401 | Junior Clerk | 2 | 6,180. |
| 0401 | Junior Clerk | 1 | 5,604. |
| 0401 | Junior Clerk | 3 | 5,340. |
| 0401 | Junior Clerk | 1 | 4,848. |
| 0210 | Supervisor of Vehicle Collection | 1 | 10,056. |
| 0205 | Cashier | 1 | 8,268. |
| 0205 | Cashier | 1 | 6,480. |
| 0235 | Teller | 2 | 7,872. |
| 0235 | Teller | 2 | 7,152. |
| 0235 | Teller | 1 | 6,480. |
| 0235 | Teller | 1 | 5,892. |
| 0823 | Senior Stenographer | 1 | 7,152. |
| 0821 | Junior Stenographer | 1 | 4,848. |
| | **Schedule Salary Adjustments** | | 4,395. |
| | | 31 | $ 236,163. |

300-Vehicle Tax Fund

## CHICAGO STREET TRAFFIC COMMISSION

The function of the Commission is to consider problems of traffic safety, engineering, law enforcement, and public safety education; transmits to the Mayor and the City Council recommendations relating thereto.

| Code | | Amounts Appropriated |
|---|---|---|
| .005 | Salaries and Wages—on Payroll | $ 55,380. |
| .015 | Schedule Salary Adjustments | 487. |
| *4880.000 | **For Personal Services** | 55,867. |
| .150 | Publications | 500. |
| .169 | Technical Meeting Costs | 500. |
| *4880.100 | **For Contractual Services** | 1,000. |
| .270 | Local Transportation | 700. |
| *4880.200 | **For Travel** | 700. |
| .350 | Stationery and Office Supplies | 1,000. |
| *4880.300 | **For Commodities** | 1,000. |
| *4880.801 | For Operating Expense of Commission | 2,800. |
| *4880.802 | For Safety Education including necessary printing | 1,000. |
| | ***Total for Chicago Street Traffic Commission** | $ 62,367. |

### POSITIONS AND SALARIES

| Code | Positions | No. | Rate |
|---|---|---|---|
| 9618 | Chairman of Street Traffic Commission | 1 | $ -0- |
| 9737 | Executive Director of Street Traffic Commission | 1 | 12,840. |
| 0303 | Administrative Assistant III | 1 | 12,240. |
| 0302 | Administrative Assistant II | 1 | 10,560. |
| 0776 | Information Officer | 1 | 12,240. |
| 0805 | Secretary | 1 | 7,500. |
| | Schedule Salary Adjustments | | 487. |
| | | 6 | $ 55,867. |

300-Vehicle Tax Fund

# DEPARTMENT OF STREETS AND SANITATION

## COMMISSIONER'S OFFICE

| Code | | Amounts Appropriated |
|---|---|---|
| .005 | Salaries and Wages—on Payroll | $ 490,942. |
| .015 | Schedule Salary Adjustments | 3,392. |
| .020 | Overtime | 3,000. |
| *5111.000 | **For Personal Services** | 497,334. |
| .128 | Fees and Services | 2,500. |
| | Professional and Technical Services: | |
| .144 | Engineering | 1,700. |
| .160 | Repair or Maintenance of Property | 1,000. |
| .162 | Repair and Maintenance of Equipment (Communication Devices) | 2,000. |
| *5111.100 | **For Contractual Services** | 7,200. |
| .422 | Office Machines | 2,500. |
| .424 | Furniture and Furnishings | 3,500. |
| *5111.400 | **For Equipment** | 6,000. |
| | ***Total for Commissioner's Office** | $ 510,534. |

300-Vehicle Tax Fund

# DEPARTMENT OF STREETS AND SANITATION
## BUREAU OF STREETS
### DISTRIBUTION OF APPROPRIATIONS BY ORGANIZATIONAL ACTIVITIES

| CODE | ORGANIZATIONAL ACTIVITY | Year | Number of Positions | Personal Services | Contractual Services | Travel | Commodities | Contingencies | Specific Purposes | Total Operating Expense | Capital Outlay | Total Appropriation |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 5211 | **Administration** | 1970 | 11 | $ 125,955 | $ 3,600 | $ 700 | $ 1,500 | $ 700 | ........ | $ 132,455 | $ 1,000 | $ 133,455 |
| | | 1969 | 11 | 113,963 | 6,600 | 650 | 1,600 | 700 | ........ | 123,513 | 1,850 | 125,363 |
| 5220 | Construction Authorization and Supervision | 1970 | 96 | 886,025 | 8,364 | 40,000 | 3,000 | ........ | ........ | 937,389 | ........ | 937,389 |
| | | 1969 | 98 | 841,731 | 1,000 | 31,000 | 1,700 | ........ | ........ | 875,431 | 600 | 876,031 |
| 5230 | Engineering for Pavement Improvement and Repair | 1970 | 16 | 209,251 | 67,136 | 5,300 | 8,500 | ........ | ........ | 290,187 | 7,500 | 297,687 |
| | | 1969 | 17 | 189,540 | 46,100 | 1,350 | 9,710 | ........ | ........ | 246,690 | 5,550 | 252,240 |
| 5240 | Pavement Improvement and Repair | 1970 | ...... | ........ | ........ | ........ | ........ | ........ | $2,682,747 | 2,682,747 | ........ | 2,682,747 |
| | | 1969 | ...... | ........ | ........ | ........ | ........ | ........ | 3,204,259 | 3,204,259 | ........ | 3,204,259 |
| 5218 | **Payment of Public Benefits under the direction of the Board of Local Improvements** | 1970 | ...... | ........ | ........ | ........ | ........ | ........ | 200,000 | 200,000 | ........ | 200,000 |
| | | 1969 | ...... | ........ | ........ | ........ | ........ | ........ | 200,000 | 200,000 | ........ | 200,000 |
| | **Totals** | 1970 | 123 | $1,221,231 | $ 79,100 | $46,000 | $ 13,000 | $ 700 | $2,882,747 | $4,242,778 | $ 8,500 | $4,251,278 |
| | | 1969 | 126 | $1,445,234 | $ 53,700 | $33,000 | $ 13,000 | $ 700 | $3,404,259 | $4,649,893 | $ 8,000 | $4,657,893 |

## PERFORMANCE DATA

| | | WORK UNITS | | | | PERSONNEL | | | | | | OPERATING COSTS | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Number | | | Number | | Man-Hours | | Man-Hours Per-Unit | | Total for Year | | Av. Cost Per-Unit | |
| CODE | ACTIVITY AND SUB-ACTIVITY | Name | Est. 1970 | Budget 1969 | Act. 1968 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 |
| 5211 | Administration | | ........ | ........ | ........ | 11 | 11 | 20,020 | 20,020 | ........ | ........ | $ 132,455 | $ 123,513 | ........ | ........ |
| 5220 | Construction Authorization and Supervision | | ........ | ........ | ........ | 96 | 98 | 174,720 | 178,360 | ........ | ........ | 937,389 | 875,431 | ........ | ........ |
| 01 | Supervisory and Clerical | | ........ | ........ | ........ | 19 | 19 | 34,580 | 34,580 | ........ | ........ | 158,546 | 136,031 | ........ | ........ |
| 04 | Permit Section | Permit | 80,000 | 80,000 | 74,886 | 15 | 15 | 27,300 | 27,300 | .34 | .34 | 121,640 | 107,044 | $ 1.52 | $ 1.34 |
| 06 | Public Way Inspection Section | Inspection | 200,000 | 200,000 | 198,986 | 62 | 64 | 112,840 | 116,480 | .56 | .58 | 657,203 | 632,356 | 3.29 | 3.16 |

300-Vehicle Tax Fund

## Department of Streets and Sanitation—*Continued*
### BUREAU OF STREETS—Continued
### PERFORMANCE DATA—Continued

| CODE | ACTIVITY AND SUB-ACTIVITY | WORK UNITS | | | | PERSONNEL | | | | | | OPERATING COSTS | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Name | Number | | | Number | | Man-Hours | | Man-Hours Per-Unit | | Total for Year | | Av. Cost Per-Unit | |
| | | | Est. 1970 | Budget 1969 | Act. 1968 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 |
| 5230 | Engineering for Pavement Improvement and Repairs | | ............ | ............ | ............ | 16 | 17 | 29,120 | 33,670 | ........ | ........ | $ 290,187 | $ 246,690 | ........ | ........ |
| 01 | Administrative and Clerical | | ............ | ............ | ............ | 3 | 2 | 5,460 | 6,370 | ........ | ........ | 42,655 | 20,518 | ........ | ........ |
| 02 | Planning and Programming | | ............ | ............ | ............ | 3 | 3 | 5,460 | 5,460 | ........ | ........ | 43,422 | 50,878 | ........ | ........ |
| 03 | Specification Section | | ............ | ............ | ............ | 3 | 2 | 5,460 | 3,640 | ........ | ........ | 41,270 | 19,638 | ........ | ........ |
| 04 | Design and Estimate | | ............ | ............ | ............ | 3 | 2 | 5,460 | 3,640 | ........ | ........ | 88,924 | 71,136 | ........ | ........ |
| 05 | Construction Supervision | | ............ | ............ | ............ | 4 | 8 | 7,280 | 14,560 | ........ | ........ | 73,916 | 84,520 | ........ | ........ |
| 5240 | Pavement Improvement and Repairs | | ............ | ............ | ............ | .... | .... | 554,850 | 587,022 | ........ | ........ | 2,682,747 | 3,204,259 | ........ | ........ |
| 01 | Administrative and Clerical | | ............ | ............ | ............ | .... | .... | 23,991 | 28,560 | ........ | ........ | 120,000 | 140,800 | ........ | ........ |
| 02 | Asphalt Section | | | | | | | | | | | | | | |
| | Repairing Asphalt Pavement | Square yard | 368,470 | 545,000 | 890,475 | .... | .... | 256,046 | 299,500 | .69 | .55 | 1,333,859 | 1,854.784 | $ 3.62 | $ 3.40 |
| | Patching Pavement Joints | Lineal foot | 31,500 | 370,000 | 67,020 | .... | .... | 2,040 | 2,350 | .06 | .01 | 50,400 | 60,500 | .16 | .17 |
| 03 | Concrete Section | | | | | | | | | | | | | | |
| | Repairing Concrete Pavement | Square yard | 2,080 | 2,750 | 1,128 | .... | .... | 4,266 | 5,332 | 2.05 | 1.94 | 28,000 | 34,275 | 13.47 | 12.46 |
| | Repairing Curb and Gutter | Lineal foot | 148,310 | 195,500 | 315,105 | .... | .... | 230,543 | 209,011 | 1.55 | 1.07 | 1,008.488 | 955,900 | 6.80 | 4.89 |
| | Repairing Concrete Sidewalks | Square foot | 29,010 | 48,000 | 124,410 | .... | .... | 5,636 | 7,045 | .19 | .15 | 38,000 | 45,500 | 1.31 | .95 |
| | Reconstructing Retaining Walls | Cubic yard | 720 | 825 | ............ | .... | .... | 7,712 | 8,568 | 10.71 | 10.38 | 59,000 | 65,000 | 81.94 | 78.79 |
| | Plastering Retaining Walls | Square foot | 56,300 | 68,500 | 179,928 | .... | .... | 24,616 | 26,656 | .44 | .39 | 45,000 | 47,500 | .80 | .70 |
| 5218 | Payment of Public Benefits under the direction of the Board of Local Improvements | | ............ | ............ | ............ | .... | .... | ............ | ............ | ........ | ........ | 200,000 | 200,000 | ........ | ........ |
| | Total | | | | | | | 798,164 | 819,072 | | | $4,242,778 | $4,649,893 | | |

## DEPARTMENT OF STREETS AND SANITATION
### BUREAU OF STREETS

(See Corporate, Motor Fuel Tax and Bond Funds for other appropriations.)

The Vehicle Tax Fund shall be reimbursed for the total cost of restoring street pavements in connection with street openings and for the inspection thereof, including not to exceed ten per-cent for overhead and incidental expense. The charges therefor shall be in accordance with a standard schedule of rates or upon such other basis as shall be established from time to time by the Commissioner of Streets and Sanitation and approved by the Comptroller.

The rates or other basis as determined from time to time shall be reported to the Committee on Finance of the City Council showing the various details included as parts of the total rate or other basis established.

The salaries and wages of employes when assigned to Motor Fuel Tax projects or to other public work projects payable from other than the Vehicle Tax Fund, together with other expense in connection with such projects, shall be charged directly to the Motor Fuel Tax Fund or other funds made available therefor or shall be reimbursed to the Vehicle Tax Fund.

The Bureau of Streets is responsible for the maintenance and repair of streets and alleys, including curbs and gutters; and the designing and planning of new pavements. The bureau issues permits for use of streets, alleys, sidewalks, including permits for opening of streets by public utilities and others.

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| Code | | Amounts Appropriated |
|---|---|---|
| .005 | Salaries and Wages—on Payroll | $ 1,204,975. |
| .015 | Schedule Salary Adjustments | 10,552. |
| .020 | Overtime | 5,704. |
| *5210.000 | **For Personal Services** | 1,221,231. |
| .125 | Office and Building Services | 4,500. |
| .128 | Fees and Services | 100. |
| .130 | Postage and Postal Charges | 2,400. |
| | Professional and Technical Services: | |
| .144 | Engineering | 36,400. |
| .147 | Surveys | 3,000. |
| .157 | Rental of Equipment and Services | 600. |
| .162 | Repair or Maintenance of Equipment | 31,000. |
| .169 | Technical Meeting Costs | 500. |
| .186 | Telephone | 600. |
| *5210.100 | **For Contractual Services** | 79,100. |
| .228 | Automobile Allowance—schedule rate | 45,500. |
| .245 | Reimbursement to Travelers | 500. |
| *5210.200 | **For Travel** | 46,000. |
| .340 | Material and Supplies | 1,000. |
| .345 | Apparatus and Instruments | 4,000. |
| .350 | Stationery and Office Supplies | 8,000. |
| *5210.300 | **For Commodities** | 13,000. |
| .422 | Office Machines | 5,000. |
| .424 | Furniture and Furnishings | 1,000. |
| .450 | Vehicles | 1,500. |
| *5210.400 | **For Equipment** | 7,500. |
| *5210.700 | **For Contingencies** | 700. |

## Department of Streets and Sanitation—*Continued*

### BUREAU OF STREETS—Continued

| Code | | Amounts Appropriated |
|---|---|---|
| *5210.840 | For acquisitions of site and the construction and equipment of an asphalt plant | $ 1,000. |
| *5240.*** | Pavement improvement, repair, maintenance and restoration | 2,682,747. |
| *5218.*** | For the payment of public benefits on improvements of streets and alleys and for expense incident thereto under special assessments: To be expended under the direction of the Board of Local Improvements | 200,000. |
| | ***Total for Bureau of Streets** | $ 4,251,278. |

### POSITIONS AND SALARIES

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **ADMINISTRATION—5211** | | |
| 8277 | Deputy Commissioner of Streets and Sanitation | 1 | $ 23,076. |
| 0381 | Director of Administration | 1 | 19,932. |
| 5678 | Engineer of Streets | 1 | 17,220. |
| 5612 | Civil Engineer II | 1 | 10,560. |
| 5611 | Civil Engineer I | 1 | 9,564. |
| 1173 | Operations Analyst | 1 | 8,268. |
| 0421 | Principal Clerk | 1 | 6,480. |
| 0809 | Executive Secretary I | 1 | 8,268. |
| 0805 | Secretary | 1 | 7,872. |
| 0625 | Mechanical Records Clerk II | 1 | 6,804. |
| 0624 | Mechanical Records Clerk I | 1 | 5,340. |
| | Schedule Salary Adjustments | | 2,571. |
| | | 11 | 125,955. |

### CONSTRUCTION AUTHORIZATION AND SUPERVISION—5220

The following employes as needed are authorized to be employed for engineering and inspection service of the Bureau of Streets, including work on Motor Fuel Tax and Bond Fund projects. Expenditures under this authorization from the Corporate Fund and the Vehicle Tax Fund shall be limited to the amounts appropriated therefor respectively.

| Code | Positions | No. | Rate |
|---|---|---|---|
| 8057 | Chief Public Way Inspector | 1 | 11,100. |
| 8054 | Public Way Inspector IV | 2 | 14,148. |
| 8054 | Public Way Inspector IV | 1 | 13,476. |
| 8054 | Public Way Inspector IV | 1 | 12,840. |

## Department of Streets and Sanitation—*Continued*

### BUREAU OF STREETS—Continued

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **CONSTRUCTION AUTHORIZATION AND SUPERVISION—5220—Continued** | | |
| 8054 | Public Way Inspector IV | 1 | $ 10,560. |
| 8053 | Public Way Inspector III | 2 | 12,840. |
| 8053 | Public Way Inspector III | 2 | 11,652. |
| 8053 | Public Way Inspector III | 2 | 11,100. |
| 8053 | Public Way Inspector III | 1 | 10,560. |
| 8053 | Public Way Inspector III | 1 | 10,056. |
| 8053 | Public Way Inspector III | 1 | 8,268. |
| 8052 | Public Way Inspector II | 4 | 11,652. |
| 8052 | Public Way Inspector II | 2 | 11,100. |
| 8052 | Public Way Inspector II | 3 | 10,056. |
| 8052 | Public Way Inspector II | 2 | 8,268. |
| 8051 | Public Way Inspector I | 6 | 10,560. |
| 8051 | Public Way Inspector I | 1 | 10,056. |
| 8051 | Public Way Inspector I | 3 | 9,564. |
| 8051 | Public Way Inspector I | 4 | 9,120. |
| 8051 | Public Way Inspector I | 2 | 8,688. |
| 8051 | Public Way Inspector I | 3 | 8,268. |
| 8051 | Public Way Inspector I | 5 | 7,872. |
| 8051 | Public Way Inspector I | 1 | 7,500. |
| 8051 | Public Way Inspector I | 2 | 7,152. |
| 8051 | Public Way Inspector I | 2 | 6,804. |
| 5611 | Civil Engineer I | 1 | 13,476. |
| 6142 | Engineering Technician III | 1 | 11,100. |
| 6142 | Engineering Technician III | 1 | 8,268. |
| 6141 | Engineering Technician II | 1 | 6,804. |
| 0305 | Chief of Administrative Services | 1 | 12,240. |
| 0302 | Administrative Assistant II | 1 | 12,840. |
| 0302 | Administrative Assistant II | 1 | 8,268. |
| 0301 | Administrative Assistant I | 1 | 6,804. |
| 0423 | Head Clerk | 2 | 11,652. |
| 0423 | Head Clerk | 2 | 10,056. |
| 0421 | Principal Clerk | 1 | 10,056. |
| 0421 | Principal Clerk | 1 | 9,564. |
| 0421 | Principal Clerk | 1 | 9,120. |
| 0421 | Principal Clerk | 1 | 8,688. |
| 0421 | Principal Clerk | 1 | 8,268. |
| 0421 | Principal Clerk | 1 | 6,804. |
| 0403 | Senior Clerk | 1 | 8,268. |
| 0403 | Senior Clerk | 1 | 7,500. |
| 0403 | Senior Clerk | 2 | 7,152. |
| 0403 | Senior Clerk | 1 | 6,804. |
| 0403 | Senior Clerk | 1 | 6,480. |
| 0403 | Senior Clerk | 4 | 5,892. |
| 0401 | Junior Clerk | 1 | 7,152. |
| 0401 | Junior Clerk | 1 | 6,180. |
| 0401 | Junior Clerk | 1 | 5,604. |

## Department of Streets and Sanitation—*Continued*

### BUREAU OF STREETS—Continued

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **CONSTRUCTION AUTHORIZATION AND SUPERVISION—5220—Continued** | | |
| 0401 | Junior Clerk | 1 | $ 5,340. |
| 0401 | Junior Clerk | 2 | 4,848. |
| 0625 | Mechanical Records Clerk II | 1 | 6,804. |
| 0733 | Information Representative I | 1 | 7,872. |
| 0825 | Principal Stenographer | 1 | 8,688. |
| 0823 | Senior Stenographer | 1 | 8,268. |
| 0417 | District Clerk | 1 | 8,688. |
| 0417 | District Clerk | 1 | 7,872. |
| 0461 | Messenger Clerk | 1 | 4,848. |
| | Schedule Salary Adjustments | | 7,981. |
| | | 96 | 885,025. |
| | **ENGINEERING FOR PAVEMENT IMPROVEMENT AND REPAIR—5230** | | |
| 5615 | Civil Engineer V | 1 | 19,932. |
| 5615 | Civil Engineer V | 2 | 18,084. |
| 5615 | Civil Engineer V | 3 | 14,148. |
| 5614 | Civil Engineer IV | 2 | 18,084. |
| 5614 | Civil Engineer IV | 1 | 15,600. |
| 5614 | Civil Engineer IV | 6 | 12,840. |
| 5613 | Civil Engineer III | 3 | 15,600. |
| 5613 | Civil Engineer III | 1 | 14,856. |
| 5613 | Civil Engineer III | 2 | 14,148. |
| 5613 | Civil Engineer III | 1 | 13,476. |
| 5613 | Civil Engineer III | 3 | 12,840. |
| 5613 | Civil Engineer III | 5 | 11,652. |
| 5612 | Civil Engineer II | 3 | 11,652. |
| 5612 | Civil Engineer II | 1 | 11,100. |
| 5612 | Civil Engineer II | 2 | 10,560. |
| 5611 | Civil Engineer I | 1 | 13,476. |
| 5611 | Civil Engineer I | 1 | 12,240. |
| 5611 | Civil Engineer I | 2 | 9,564. |
| 6144 | Engineering Technician V | 1 | 12,840. |
| 6143 | Engineering Technician IV | 1 | 12,840. |
| 6143 | Engineering Technician IV | 1 | 12,240. |
| 6143 | Engineering Technician IV | 1 | 11,100. |
| 6143 | Engineering Technician IV | 7 | 10,056. |
| 6142 | Engineering Technician III | 1 | 11,100. |
| 6142 | Engineering Technician III | 1 | 10,560. |
| 6142 | Engineering Technician III | 1 | 10,056. |
| 6142 | Engineering Technician III | 2 | 9,564. |
| 6142 | Engineering Technician III | 2 | 9,120. |
| 6142 | Engineering Technician III | 1 | 8,688. |
| 6142 | Engineering Technician III | 1 | 8,268. |
| 6141 | Engineering Technician II | 1 | 8,268. |

## Department of Streets and Sanitation—*Continued*

### BUREAU OF STREETS—Continued

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **ENGINEERING FOR PAVEMENT IMPROVEMENT AND REPAIR—5230—Continued** | | |
| 6141 | Engineering Technician II | 1 | $ 7,872. |
| 6141 | Engineering Technician II | 5 | 7,152. |
| 6141 | Engineering Technician II | 4 | 6,804. |
| 6140 | Engineering Technician I | 1 | 8,268. |
| 6140 | Engineering Technician I | 1 | 7,500. |
| 6140 | Engineering Technician I | 1 | 6,480. |
| 6140 | Engineering Technician I | 1 | 6,180. |
| 6140 | Engineering Technician I | 1 | 5,892. |
| 6140 | Engineering Technician I | 2 | 5,604. |
| 6133 | Engineer in Training | (30m) | 515.00m |
| 5762 | Civil Engineering Draftsman II | 1 | 10,560. |
| 5762 | Civil Engineering Draftsman II | 2 | 10,056. |
| 5761 | Civil Engineering Draftsman I | 1 | 6,804. |
| 0836 | Senior Typist | 1 | 6,804. |
| 0823 | Senior Stenographer | 1 | 5,604. |
| | Schedule Salary Adjustments | | 12,101. |
| | | 84 | |
| | For the payment of salaries and wages for engineering and inspection service chargeable to the Vehicle Tax Fund. | | |
| | For Personal Services | | 204,547. |

### PAVEMENT IMPROVEMENT AND REPAIR—5240

**For labor, material, truck hire, equipment and miscellaneous expense, in connection with cleaning and repairing permanent pavements, and oiling, screening and repairing macadam pavements, either by contract or by City day labor. Should such work be performed by contract, it shall be in accordance with plans approved by the City Council.**

**The Vehicle Tax Fund shall be reimbursed by the State of Illinois for the repair and maintenance of streets designated as State Highways pursuant to agreement and reimbursed for restoration of street openings and the inspection thereof.**

**Expenditures from this appropriation are to be made in accordance with the general policy established by the City Council in connection with street repairs and maintenance.**

300-Vehicle Tax Fund

## Department of Streets and Sanitation—*Continued*

### BUREAU OF STREETS—Continued

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **PAVEMENT IMPROVEMENT AND REPAIR—5240—Continued** | | |
| | Expenditures are authorized for the following employes as needed: | | |
| 8276 | Superintendent of Streets | 1 | $ 21,984. |
| 8274 | Deputy General Superintendent of Streets | 1 | 13,476. |
| 8256 | Superintendent of Pavement Repairs | 1 | 18,084. |
| 8256 | Superintendent of Pavement Repairs | 1 | 17,220. |
| 8259 | Assistant Superintendent of Pavement Repairs | 1 | 17,220. |
| 8259 | Assistant Superintendent of Pavement Repairs | 1 | 16,380. |
| 8259 | Assistant Superintendent of Pavement Repairs | 1 | 14,856. |
| 8259 | Assistant Superintendent of Pavement Repairs | 1 | 12,240. |
| 0164 | Supervising Timekeeper | 2 | 11,652. |
| 0164 | Supervising Timekeeper | 1 | 9,564. |
| 1813 | Senior Storekeeper | 1 | 7,152. |
| 0303 | Administrative Assistant III | 1 | 10,056. |
| 0302 | Administrative Assistant II | 1 | 10,560. |
| 0301 | Administrative Assistant I | 1 | 9,564. |
| 0301 | Administrative Assistant I | 1 | 9,120. |
| 0403 | Senior Clerk | 1 | 6,180. |
| 0805 | Secretary | 1 | 8,688. |
| 0825 | Principal Stenographer | 1 | 10,056. |
| 0417 | District Clerk | 3 | 10,056. |
| 0417 | District Clerk | 1 | 9,564. |
| 0417 | District Clerk | 7 | 9,120. |
| 0417 | District Clerk | 1 | 8,688. |
| 0417 | District Clerk | 2 | 7,872. |
| 0417 | District Clerk | 2 | 7,500. |
| 0417 | District Clerk | 1 | 7,152. |
| 8257 | District Asphalt Supervisor | 9 | 996.00m |
| 8248 | Asphalt Foreman | 3 | 967.00m |
| 8205 | Asphalt Cut-Out Foreman | 11 | 892.50m |
| 8253 | Street Repair Foreman | 3 | 892.50m |
| 8253 | Street Repair Foreman | 9 | 802.00m |
| 8253 | Street Repair Foreman | (11,360h) | 5.40h |
| 8205 | Asphalt Cut-Out Foreman | | 5.40h |
| 9461 | Asphalt Raker | | 5.025h |
| 9462 | Asphalt Smoother | | 4.825h |
| 9463 | Asphalt Tamper | | 4.825h |

## Department of Streets and Sanitation—*Continued*
### BUREAU OF STREETS—Continued
### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **PAVEMENT IMPROVEMENT AND REPAIR—5240—Continued** | | |
| 9464 | Asphalt Helper | | $ 4.75h |
| 9464 | Asphalt Helper (as paintman) | | 5.025h |
| 9464 | Asphalt Helper (as jackhammerman)—asphalt | | 5.025h |
| 9464 | Asphalt Helper (as jackhammerman)—concrete | | 4.975h |
| 9464 | Asphalt Helper (as asphalt raker) | | 5.025h |
| 9464 | Asphalt Helper (as asphalt smoother) | | 4.825h |
| 9464 | Asphalt Helper (as asphalt tamper) | | 4.825h |
| 9464 | Asphalt Helper (as acting foreman) (as needed) | | 5.40h |
| 8258 | District Concrete Supervisor | 9 | 6.80h |
| 4437 | Foreman of Cement Finishers | | 6.30h |
| 4435 | Cement Finisher (as crew foreman) | | 6.30h |
| 4435 | Cement Finisher | | 5.80h |
| 9539 | Cement Mixer | | 4.75h |
| 9539 | Cement Mixer (as jackhammerman) | | 4.975h |
| 9539 | Cement Mixer (Laborer) | | 4.825h |
| 9539 | Cement Mixer (Gunite) | | 4.90h |
| 8255 | General Foreman of Laborers (Curb and Gutter) | 1 | 5.925h |
| 8244 | Foreman of Laborers (Curb and Gutter) | | 5.40h |
| 9402 | Laborer on Repairs (as asphalt raker) | | 5.025h |
| 9402 | Laborer on Repairs (as jackhammerman)—asphalt | (3,200h) | 5.025h |
| 9402 | Laborer on Repairs (as jackhammerman)—concrete | (3,200h) | 4.975h |
| 9402 | Laborer on Repairs (as paintman) | | 5.025h |
| 9402 | Laborer on Repairs | | 4.75h |
| 7183 | Motor Truck Driver | | 4.70h |
| 7181 | Motor Truck Driver Helper | | 4.40h |

300-Vehicle Tax Fund

## Department of Streets and Sanitation—*Continued*

### BUREAU OF STREETS—Continued

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **PAVEMENT IMPROVEMENT AND REPAIR—5240—Continued** | | |
| **7674** | Steam Roller Engineer: when operating— | | |
| | air compressors | | $ 5.15h |
| | cranes | | 5.90h |
| | curb and sidewalk mixers | | 5.70h |
| | grade rollers | | 5.55h |
| | paving mixers | | 5.70h |
| | power scarifiers | | 5.45h |
| | resurfacing machines | | 5.80h |
| | road rollers or sweepers for street repair | | 5.55h |
| | tractors or bulldozers on pavement work | | 5.45h |
| | tractor shovels on pavement work | | 5.45h |
| | truck and air compressor units | | 5.225h |
| | other types of equipment | | 5.55h |
| **4265** | Watchman | | 538.00m |
| **4265** | Watchman | | 3.20h |
| | **Automobile Allowance—schedule rate** | | |
| **6755** | **Compensation for use of personally owned automobiles by:** | | |
| | Superintendent of Streets | 1 | |
| | Public Way Inspector III (as needed) | | |
| | Superintendent of Pavement Repairs | 2 | |
| | Assistant Superintendent of Pavement Repairs | 4 | |
| | Engineer of Streets | 1 | |
| | Public Way Inspector IV | 2 | |
| | Civil Engineer V (as needed) | | |
| | Civil Engineer IV (as needed) | | |
| | Civil Engineer III (as needed) | | |
| | Civil Engineer II (as needed) | | |
| | Civil Engineer I (as needed) | | |
| | Supervising Timekeeper | 3 | |
| | Asphalt Foreman (as needed) | | |
| | Asphalt Cut-Out Foreman (as needed) | | |
| | Street Repair Foreman (as needed) | | |
| | Foreman of Cement Finishers | | |
| | General Foreman of Laborers (Curb & Gutter) | 1 | |
| | Public Way Inspector II (as needed) | | |
| | Public Way Inspector I (as needed) | | |
| | Engineering Technician IV (as needed) | | |
| | Engineering Technician III (as needed) | | |
| | Engineering Technician II (as needed) | | |
| | Engineering Technician I (as needed) | | |
| | District Asphalt Supervisor | 9 | |
| | District Concrete Supervisor | 9 | |

## Department of Streets and Sanitation—*Continued*

### BUREAU OF STREETS—Continued

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### ASPHALT PLANT CAPITAL ACCOUNT

The Asphalt Plant Capital Account is established for the purpose of manufacturing and delivering asphalt for street pavements, the expense for which is to be reimbursed from appropriations of City funds or funds of other governmental agencies.

This account shall be maintained and used subject to the conditions and limitations of Sections 7-24.1 to 7-24.10 of the Municipal Code of Chicago and the conditions and limitations herein set forth.

Asphalt and the delivery thereof to jobs shall be made on standard schedules of rates as determined by the Commissioner of Streets and Sanitation and approved by the City Comptroller. The rates as determined from time to time shall be reported to the Committee on Finance of the City Council showing the various details included as parts of the total rate. Such rates shall be revised and adjusted from time to time on the basis of the total cost, including maintenance and depreciation of the asphalt plant buildings and equipment, and plus not to exceed ten per cent for general administrative, overhead and other expense.

Expenditures are authorized for salaries and wages of authorized titles, material and supplies, truck service and other expense incident to the manufacture and delivery of asphalt.

300-Vehicle Tax Fund

# DEPARTMENT OF STREETS AND SANITATION

## BUREAU OF SANITATION

### DISTRIBUTION OF APPROPRIATIONS BY ORGANIZATIONAL ACTIVITIES

| CODE | ORGANIZATIONAL ACTIVITY | Year | Number of Positions | Personal Services | Contractual Services | Travel | Commodities | Contingencies | Specific Purposes | Total Operating Expense | Capital Outlay | Total Appropriation |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 5316 | Pavement Maintenance ........ | 1970 | .... | ........ | ........ | ........ | ........ | ........ | $2,005,000 | $2,005,000 | ........ | $2,005,000 |
| | | 1969 | .... | ........ | ........ | ........ | ........ | ........ | 2,005,000 | 2,005,000 | ........ | 2,005,000 |
| **5820** | **Snow Removal** ........ | 1970 | .... | ........ | ........ | ........ | ........ | ........ | 745,000 | 745,000 | ........ | 745,000 |
| | | 1969 | .... | ........ | ........ | ........ | ........ | ........ | 745,000 | 745,000 | ........ | 745,000 |
| | **Totals** ........ | 1970 | .... | ........ | ........ | ........ | ........ | | $2,750,000 | $2,750,000 | | $2,750,000 |
| | | 1969 | .... | ........ | ........ | ........ | ........ | | $2,750,000 | $2,750,000 | | $2,750,000 |

### PERFORMANCE DATA

| | | WORK UNITS | | | | PERSONNEL | | | | | | OPERATING COSTS | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Number | | | Number | | Man-Hours | | Man-Hours Per-Unit | | Total for Year | | Av. Cost Per-Unit | |
| CODE | ACTIVITY AND SUB-ACTIVITY | Name | Est. 1970 | Budget 1969 | Act. 1968 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 |
| 5316 | Pavement Maintenance: ........ | | | | | | | | | | | | | | |
| 01 | Cleaning streets ........ | Curb mile | 150,000 | 150,000 | 150,000 | .... | .... | 410,640 | 410,640 | 2.74 | 2.74 | $2,005,000 | $2,005,000 | $13.37 | $13.37 |
| 5320 | **Snow Removal:** ........ | | | | | | | | | | | | | | |
| 02 | **Removing and controlling ice and snow** ........ | | ........ | ........ | ........ | .... | .... | ........ | ........ | ........ | ........ | 745,000 | 745,000 | ........ | ........ |
| | **Total** ........ | | | | | | | 410,640 | 410,640 | | | $2,750,000 | $2,750,000 | | |

# DEPARTMENT OF STREETS AND SANITATION

## BUREAU OF SANITATION

| Code | | Appropriated Amounts |
|---|---|---|
| *5316.*** | For Pavement Maintenance | $ 2,005,000. |
| *5320.*** | For Snow Removal including overtime | 745,000. |
| | *Total for Bureau of Sanitation | $ 2,750,000. |

### POSITIONS AND SALARIES

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **FOR PAVEMENT MAINTENANCE—5316** | | |
| | The following employes, as needed, are authorized to be employed: | | |
| 7183 | Motor Truck Driver (operating sweeper) | (86,560h) | $ 5.00h |
| 7183 | Motor Truck Driver | (81,600h) | 4.70h |
| 9534 | Laborer (as truck loader) | (198,480h) | 4.43h |
| 9534 | Laborer (as street cleaner) | (44,000h) | 4.43h |

# DEPARTMENT OF STREETS AND SANITATION

## BUREAU OF ELECTRICITY

### DISTRIBUTION OF APPROPRIATIONS BY ORGANIZATIONAL ACTIVITIES

| ODE | ORGANIZATIONAL ACTIVITY | Year | Number of Positions | Personal Services | Contractual Services | Travel | Commodities | Contingencies | Specific Purposes | Total Operating Expense | Capital Outlay | Total Appropriation |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **5411** | **Administration** | 1970 | 2 | $ 10,698 | $ 708,000 | ........ | ........ | ........ | ........ | $ 718,698 | ........ | $ 718,698 |
| | | 1969 | 2 | 10,558 | 1,561,000 | ........ | ........ | ........ | ........ | 1,571,558 | ........ | 1,571,558 |
| **5412** | **Electrical Engineering Services** | 1970 | 8 | 95,688 | ........ | $ 2,000 | ........ | ........ | ........ | 97,688 | ........ | 97,688 |
| | | 1969 | 8 | 86,159 | ........ | 2,000 | ........ | ........ | ........ | 88,159 | ........ | 88,159 |
| **5416** | **In-Service Maintenance of Electrical Equipment** | 1970 | 66 | 861,804 | 7,000 | 25,000 | $ 63,390 | ........ | ........ | 957,194 | ........ | 957,194 |
| | | 1969 | 59 | 795,474 | 7,000 | 25,000 | 78,400 | ........ | ........ | 905,874 | ........ | 905,874 |
| | **Totals** | 1970 | 76 | $ 968,190 | $ 715,000 | $27,000 | $ 63,390 | | | $1,773,580 | | $1,773,580 |
| | | 1969 | 69 | $ 892,191 | $1,568,000 | $27,000 | $ 78,400 | | | $2,565,591 | | $2,565,591 |

300-Vehicle Tax Fund

# Department of Streets and Sanitation—*Continued*

## BUREAU OF ELECTRICITY—Continued

### PERFORMANCE DATA

| | | | WORK UNITS | | | PERSONNEL | | | | | | OPERATING COSTS | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Number | | | Number | | Man-Hours | | Man-Hours Per-Unit | | Total for Year | | Av. Cost Per-Unit | |
| CODE | ACTIVITY AND SUB-ACTIVITY | Name | Est. 1970 | Budget 1969 | Act. 1968 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 |
| 5411 | **Administration:** | | ........ | ........ | ........ | 2 | 2 | 3,640 | 3,640 | ........ | ........ | $ 718,698 | $1,571,558 | ........ | ........ |
| 5412 | **Electrical Engineering Services:** | | ........ | ........ | ........ | 8 | 8 | 16,120 | 16,120 | ........ | ........ | 97,688 | 88,159 | ........ | ........ |
| 01 | **Administrative and clerical** | | ........ | ........ | ........ | 1 | 1 | 2,080 | 2,080 | ........ | ........ | 14,634 | 13,538 | ........ | ........ |
| 02 | **Conducting surveys** | **Survey** | 500 | 500 | 507 | 2 | 2 | 4,160 | 4,160 | 8.32 | 8.32 | 28,303 | 25,854 | $56.61 | $51.70 |
| 03 | **Design and redesigning systems** | **Project** | 500 | 500 | 507 | 4 | 4 | 7,800 | 7,800 | 15.60 | 15.60 | 40,111 | 36,569 | 80.22 | 73.13 |
| 04 | **Inspecting electrical construction** | **Inspection** | 600 | 600 | ........ | 1 | 1 | 2,080 | 2,080 | 3.47 | 3.47 | 14,640 | 12,198 | 24.40 | 20.33 |
| 5416 | **In-Service Maintenance of Electrical Equipment:** | | ........ | ........ | ........ | 66 | 59 | 136,460 | 121,900 | ........ | ........ | 957,194 | 905,874 | ........ | ........ |
| 01 | **Administrative and clerical** | | ........ | ........ | ........ | 3 | 3 | 5,980 | 5,980 | ........ | ........ | 38,304 | 36,203 | ........ | ........ |
| 03 | **Repairing equipment in shop** | **Job** | 5,000 | 5,000 | 4,862 | 6 | 7 | 12,400 | 14,480 | 2.48 | 2.90 | 83,957 | 108,610 | 16.79 | 21.72 |
| 06 | **Repairing circuit faults** | **Defect** | 1,000 | 1,000 | 1,004 | 6 | 6 | 12,280 | 12,280 | 12.28 | 12.28 | 79,708 | 81,457 | 79.71 | 81.45 |
| 10 | **Maintaining signalized intersections** | **Intersection** | 2,300 | 2,300 | 2,300 | 38 | 30 | 78,760 | 62,120 | 34.24 | 27.01 | 600,358 | 516,687 | 261.03 | 224.64 |
| 12 | **Group maintenance of traffic light fixtures** | **Fixture** | 120,000 | 120,000 | 120,000 | 13 | 13 | 27,040 | 27,040 | .23 | .23 | 154,867 | 162,917 | 1.29 | 1.35 |
| | **Total** | | | | | 76 | 69 | 156,220 | 141,660 | | | $1,773,580 | $2,565,591 | | |

300-Vehicle Tax Fund

## DEPARTMENT OF STREETS AND SANITATION

### BUREAU OF ELECTRICITY

| Code | | Amounts Appropriated |
|---|---|---|
| .005 | Salaries and Wages—on Payroll | $ 962,910. |
| .015 | Schedule Salary Adjustments | 1,920. |
| .025 | Vacation Relief | 3,360. |
| *5410.000 | **For Personal Services** | 968,190. |
| .158 | Rental of Equipment and Services—City Owned | 1,000. |
| .162 | Repair or Maintenance of Equipment | 6,000. |
| .182 | Heat, Light and Power (Public) | 708,000. |
| *5410.100 | **For Contractual Services** | 715,000. |
| .228 | Automobile Allowance—schedule rate | 27,000. |
| *5410.200 | **For Travel** | 27,000. |
| .340 | Material and Supplies | 61,390. |
| .360 | Repair Parts and Materials | 2,000. |
| *5410.300 | **For Commodities** | 63,390. |
| | ***Total for Bureau of Electricity** | $ 1,773,580. |

### POSITIONS AND SALARIES

| Code | Positions | No. | Rate |
|---|---|---|---|
| | For the employment of the following, as needed, in connection with the operation and maintenance of Traffic-Control Signals—5416. | | |
| 5751 | Map Draftsman I | 2 | $ 6,180. |
| 0834 | Typist | 1 | 4,848. |
| 0823 | Senior Stenographer | 1 | 5,604. |
| 0821 | Junior Stenographer | 1 | 4,848. |
| 5022 | Electrical Repairer of Circuits in Charge | 1 | 1,300.00m |
| | (Effective July 1) | | 1,351.50m |
| 5021 | Electrical Repairer of Circuits | 26 | 1,156.00m |
| | (Effective July 1) | | 1,208.00m |
| 5007 | Assistant Electrical Engineer | 1 | 1,311.50m |
| | (Effective July 1) | | 1,363.50m |
| 5083 | Foreman of Linemen | 2 | 1,241.00m |
| | (Effective July 1) | | 1,292.00m |
| 5009 | Superintendent and Engineer | 2 | 1,156.00m |
| | (Effective July 1) | | 1,208.00m |
| 5006 | Junior Electrical Engineer | 3 | 1,086.00m |
| | (Effective July 1) | | 1,138.00m |
| 5035 | Electrical Mechanic | 1 | 1,258.50m |
| 5035 | Electrical Mechanic | 3 | 1,165.00m |
| 5136 | Electrical Construction Inspector II | 1 | 1,135.50m |
| | (Effective July 1) | | 1,187.50m |

## Department of Streets and Sanitation—*Continued*

### BUREAU OF ELECTRICITY—Continued

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| 4855 | Sheet Metal Worker (2,080h) | 1 | $ 1,074.50m |
| 5071 | **Lamp Repairer** | 3 | 929.50m |
| | (Effective July 1) | | 964.00m |
| 5061 | Lamp Maintenance Man | 13 | 896.00m |
| | (Effective July 1) | | 922.00m |
| **5081** | **Lineman** | (16,320h) | 6.75h |
| | (Effective July 1) | | 7.05h |
| **4634** | **Painter** | (4,080h) | 5.65h |
| **7633** | **Hoisting Engineer** | (2,040h) | 5.50h |
| **9528** | **Laborer—B of E.** | (6,120h) | 4.75h |
| | **Vacation and sick relief for Electrical** Mechanics | (480h) | 7.00h |
| | **Schedule Salary Adjustments** | | 1,920. |
| | | | $ 968,190. |
| | **Automobile Allowance—schedule rate** | | |
| 6755 | **Compensation for use of personally owned automobiles by:** | | |
| | **Electrical Repairer of Circuits** in Charge | 1 | |
| | **Electrical Repairer of Circuits** | 26 | |
| | **Assistant Electrical Engineer** | 1 | |
| | **Superintendent and Engineer** | 2 | |
| | **Junior Electrical Engineer** | 3 | |
| | **Lamp Maintenance Man** | 13 | |
| | | 46 | $ 27,000. |

300-Vehicle Tax Fund

# DEPARTMENT OF STREETS AND SANITATION

## BUREAU OF STREET TRAFFIC

### DISTRIBUTION OF APPROPRIATIONS BY ORGANIZATIONAL ACTIVITIES

| CODE | ORGANIZATIONAL ACTIVITY | Year | Number of Positions | Personal Services | Contractual Services | Travel | Commodities | Contingencies | Specific Purposes | Total Operating Expense | Capital Outlay | Total Appropriation |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 5511 | **Administration** | 1970 | 9 | $ 109,197 | $ 289,770 | $ 2,500 | $ 5,400 | $ 1,000 | ..... | $ 407,867 | $ 2,000 | $ 409,867 |
| | | 1969 | 8 | 97,840 | 248,870 | 2,500 | 4,400 | 1,000 | ..... | 354,610 | 2,000 | 356,610 |
| 5512 | Traffic Permits | 1970 | 7 | 67,629 | 350 | 1,000 | 1,000 | ..... | ..... | 69,979 | ..... | 69,979 |
| | | 1969 | 7 | 63,134 | 350 | 1,000 | 1,000 | ..... | ..... | 65,484 | ..... | 65,484 |
| 5514 | **Street Signs and Street Markings** | 1970 | .... | 2,223,227 | 654,200 | 18,900 | 564,005 | ..... | ..... | 3,460,332 | 4,500 | 3,464,832 |
| | | 1969 | .... | 2,117,271 | 647,550 | 17,900 | 549,005 | ..... | ..... | 3,331,726 | 4,500 | 3,336,226 |
| 5516 | Traffic Planning and Design | 1970 | 122 | 1,277,149 | 253,850 | 14,000 | 36,500 | ..... | ..... | 1,581,499 | 2,600 | 1,584,099 |
| | | 1969 | 123 | 1,183,896 | 178,850 | 13,000 | 36,500 | ..... | ..... | 1,412,246 | 2,600 | 1,414,846 |
| 5517 | **City's Share of Installing Lights and Gates at Railroad Crossings** | 1970 | .... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | 35,000 | 35,000 |
| | | 1969 | .... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | 35,000 | 35,000 |
| 5518 | **Traffic Surveys and Field Studies** | 1970 | 82 | 809,494 | 71,300 | 20,900 | 4,500 | ..... | ..... | 906,194 | 5,600 | 911,794 |
| | | 1969 | 84 | 776,884 | 70,850 | 19,900 | 5,500 | ..... | ..... | 873,134 | 5,600 | 878,734 |
| 5530 | Removal of Illegally Parked and Abandoned Vehicles | 1970 | .... | ..... | ..... | ..... | ..... | ..... | $1,700,000 | 1,700,000 | ..... | 1,700,000 |
| | | 1969 | .... | ..... | ..... | ..... | ..... | ..... | 1,700,000 | 1,700,000 | ..... | 1,700,000 |
| | **Totals** | 1970 | .... | $4,486,696 | $1,269,470 | $57,300 | $ 611,405 | $ 1,000 | $1,700,000 | $8,125,871 | $ 49,700 | $8,175,571 |
| | | 1969 | .... | $4,239,025 | $1,146,470 | $54,300 | $ 596,405 | $ 1,000 | $1,700,000 | $7,737,200 | $ 49,700 | $7,786,900 |

300-Vehicle Tax Fund

## Department of Streets and Sanitation—*Continued*

### BUREAU OF STREET TRAFFIC—Continued

### PERFORMANCE DATA

| CODE | ACTIVITY AND SUB-ACTIVITY | WORK UNITS Name | WORK UNITS Number Est. 1970 | WORK UNITS Number Budget 1969 | WORK UNITS Number Act. 1968 | PERSONNEL Number 1970 | PERSONNEL Number 1969 | PERSONNEL Man-Hours 1970 | PERSONNEL Man-Hours 1969 | PERSONNEL Man-Hours Per-Unit 1970 | PERSONNEL Man-Hours Per-Unit 1969 | OPERATING COSTS Total for Year 1970 | OPERATING COSTS Total for Year 1969 | OPERATING COSTS Av. Cost Per-Unit 1970 | OPERATING COSTS Av. Cost Per-Unit 1969 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 5511 | **Administration:** |  | ........ | ........ | ........ | 9 | 8 | 16,380 | 14,560 | ........ | ........ | $ 407,867 | $ 354,610 | ........ | ........ |
| 5512 | Traffic Permits | Permit | 1,600 | 1,600 | 1,197 | 7 | 7 | 12,740 | 12,740 | 7.96 | 7.96 | 69,979 | 65,484 | $43.74 | $39.00 |
| 5514 | **Street Signs and Street Markings:** |  | ........ | ........ | ........ | .... | .... | 429,384 | 425,964 | ........ | ........ | 3,460,332 | 3,331,726 | ........ | ........ |
| 01 | Supervisory and clerical |  | ........ | ........ | ........ | 25 | 20 | 45,720 | 40,260 | ........ | ........ | 312,940 | 279,107 | ........ | ........ |
| 02 | Erecting and repairing signs | Sign | 100,000 | 110,000 | 82,077 | .... | .... | 69,360 | 77,520 | .69 | .70 | 779,474 | 797,381 | 7.79 | 7.24 |
| 03 | Manufacturing signs | Sign | 70,000 | 70,000 | 73,968 | .... | .... | 40,800 | 40,800 | .58 | .58 | 388,726 | 365,466 | 5.55 | 5.22 |
| 04 | Painting street pavement markings | Feet | 15,000,000 | 15,000,000 | 12,305,980 | .... | .... | 112,200 | 114,240 | .01 | .01 | 1,007,180 | 1,041,128 | .07 | .07 |
| 05 | Cleaning street signs | Sign | 700,000 | 650,000 | 565,837 | .... | .... | 28,560 | 28,560 | .04 | .04 | 185,721 | 168,124 | .26 | .26 |
| 06 | Building miscellaneous equipment |  | ........ | ........ | ........ | .... | .... | 132,744 | 124,584 | ........ | ........ | 786,291 | 680,520 | ........ | ........ |
| 5516 | **Traffic Planning and Design:** |  | ........ | ........ | ........ | 122 | 123 | 224,315 | 226,135 | ........ | ........ | 1,581,499 | 1,412,246 | ........ | ........ |
| 01 | Supervisory and clerical |  | ........ | ........ | ........ | 17 | 17 | 30,940 | 30,940 | ........ | ........ | 135,992 | 128,532 | ........ | ........ |
| 02 | Engineering |  | ........ | ........ | ........ | 35 | 35 | 65,975 | 65,975 | ........ | ........ | 461,786 | 413,945 | ........ | ........ |
| 03 | Traffic Engineering Center |  | ........ | ........ | ........ | 70 | 71 | 127,400 | 129,220 | ........ | ........ | 983,721 | 869,769 | ........ | ........ |
| 5518 | **Traffic Surveys and Field Studies:** |  | ........ | ........ | ........ | 82 | 84 | 151,060 | 152,880 | ........ | ........ | 906,194 | 873,134 | ........ | ........ |
| 01 | Supervisory and clerical |  | ........ | ........ | ........ | 20 | 21 | 36,400 | 38,220 | ........ | ........ | 160,173 | 159,246 | ........ | ........ |
| 02 | Making traffic surveys | Project | 15,000 | 13,000 | 10,426 | 19 | 16 | 34,580 | 29,120 | 2.30 | 2.24 | 210,876 | 159,791 | 14.06 | 12.29 |
| 03 | Traffic volume counts | Count | 1,900 | 1,700 | 1,717 | 27 | 25 | 50,960 | 45,500 | 26.82 | 26.76 | 322,055 | 284,942 | 169.50 | 167.61 |
| 06 | Processing traffic data |  | ........ | ........ | ........ | 7 | 6 | 12,740 | 10,920 | ........ | ........ | 68,210 | 56,570 | ........ | ........ |
| 07 | Maintaining traffic sign and marking inventory | Block | ........ | 15,000 | 16,212 | .... | 7 | ........ | 12,740 | ........ | .85 | ........ | 81,180 | ........ | 5.41 |
| 12 | Traffic engineering |  | ........ | ........ | ........ | 9 | 9 | 16,380 | 16,380 | ........ | ........ | 144,880 | 131,405 | ........ | ........ |
| 5530 | Removal of Illegally Parked and Abandoned Vehicles |  | 75,000 | ........ | 73,181 | .... | .... | 197,600 | 197,600 | 2.63 | ........ | 1,700,000 | 1,700,000 | 22.67 | ........ |
|  | **Total** |  |  |  |  |  |  | 1,031,476 | 1,029,879 |  |  | $8,125,871 | $7,737,200 |  |  |

300-Vehicle Tax Fund

## DEPARTMENT OF STREETS AND SANITATION

### BUREAU OF STREET TRAFFIC

The Bureau determines the need for those improvements of streets and intersections that will facilitate the movement of traffic. It checks engineering designs of such facilities, from the traffic engineering standpoint. It determines the need for, and orders installation of traffic signals, traffic and directional street signs. The Bureau analyzes traffic accident records, develops accident prevention measures, and otherwise promotes traffic safety.

| Code | | Amounts Appropriated |
|---|---|---|
| .005 | Salaries and Wages—on Payroll | $ 4,467,672. |
| .015 | Schedule Salary Adjustments | 19,024. |
| .020 | Overtime | |
| *5510.000 | **For Personal Services** | 4,486,696. |
| .125 | Office and Building Services | 10,000. |
| .128 | Fees and Services | 250. |
| .130 | Postage and Postal Charges | 2,500. |
| | Professional and Technical Services: | |
| .144 | Engineering | 3,000. |
| .155 | Rental of Property | 16,800. |
| .157 | Rental of Equipment and Services | 330,000. |
| .158 | Rental of Equipment and Services—City Owned | 488,000. |
| .160 | Repair or Maintenance of Property | 13,000. |
| .162 | Repair or Maintenance of Equipment | 119,000. |
| .166 | Subscriptions and Dues | 100. |
| .169 | Technical Meeting Costs | 800. |
| .182 | Heat, Light and Power (Public) | 17,700. |
| .182 | Heat, Light and Power (Loading Zones and Safety Islands) | 350. |
| .182 | Heat, Light and Power (Traffic Control Signals) | 261,470. |
| .186 | Telephone | 6,500. |
| *5510.100 | **For Contractual Services** | 1,269,470. |
| .228 | Automobile Allowance—schedule rate | 51,500. |
| .245 | Reimbursement to Travelers | 2,000. |
| .270 | Local Transportation | 3,800. |
| *5510.200 | **For Travel** | 57,300. |
| | Fuel: | |
| .314 | Fuel Oil | 7,500. |
| .320 | Gasoline | 400. |
| .340 | Material and Supplies | 585,505. |
| .345 | Apparatus and Instruments | 1,000. |
| .350 | Stationery and Office Supplies | 17,000. |
| *5510.300 | **For Commodities** | 611,405. |
| .422 | Office Machines | 1,000. |
| .423 | Communication Devices | 1,500. |
| .424 | Furniture and Furnishings | 2,000. |
| .440 | Machinery and Equipment | 4,000. |
| .445 | Technical and Scientific Equipment | 3,200. |
| .450 | Vehicles | 3,000. |
| *5510.400 | **For Equipment** | 14,700. |
| *5510.700 | **For Contingencies** | 1,000. |
| *5517.805 | For payment of City's share of cost of installing lights, signals and gates at railroad crossings | 35,000. |
| *5530.*** | Cost of Towing Automobiles, removal of old autos from Chicago Streets, rental of storage lots and other expenses incidental thereto | 1,700,000. |
| | ***Total for Bureau of Street Traffic** | $ 8,175,571. |

## Department of Streets and Sanitation—*Continued*
### BUREAU OF STREET TRAFFIC—Continued
### POSITIONS AND SALARIES

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **ADMINISTRATION—5511** | | |
| 8277 | Deputy Commissioner of Streets and Sanitation | 1 | $ 28,000. |
| 6273 | Associate City Traffic Engineer | 1 | 20,928. |
| 0303 | Administrative Assistant III | 1 | 10,056. |
| 0809 | Executive Secretary I | 1 | 8,268. |
| 0147 | Principal Account Clerk | 1 | 10,056. |
| 0423 | Head Clerk | 1 | 7,500. |
| 0403 | Senior Clerk | 1 | 5,604. |
| 0836 | Senior Typist | 1 | 6,180. |
| 1811 | Storekeeper | 1 | 9,564. |
| | Schedule Salary Adjustments | | 3,041. |
| | | 9 | 109,197. |
| | **TRAFFIC PERMITS—5512** | | |
| 6253 | Traffic Engineer III | 1 | 14,856. |
| 6142 | Engineering Technician III | 1 | 10,560. |
| 8052 | Public Way Inspector II | 1 | 11,652. |
| 0421 | Principal Clerk | 1 | 10,056. |
| 0403 | Senior Clerk | 1 | 5,892. |
| 0403 | Senior Clerk | 1 | 5,340. |
| 0823 | Senior Stenographer | 1 | 8,688. |
| | Schedule Salary Adjustments | | 585. |
| | | 7 | 67,629. |
| | **STREET SIGNS AND STREET MARKINGS—5514** | | |
| 8264 | Superintendent of Sign Division | 1 | 24,228. |
| 8284 | Assistant Superintendent of Sign Division | 1 | 11,100. |
| 6295 | Traffic Maintenance Supervisor II | 1 | 13,476. |
| 6295 | Traffic Maintenance Supervisor II | 1 | 11,652. |
| 6295 | Traffic Maintenance Supervisor II | 2 | 10,056. |
| 6295 | Traffic Maintenance Supervisor II | 2 | 9,120. |
| 6296 | Traffic Maintenance Supervisor I | 2 | 12,840. |
| 6296 | Traffic Maintenance Supervisor I | 1 | 11,652. |
| 6296 | Traffic Maintenance Supervisor I | 3 | 11,100. |
| 6296 | Traffic Maintenance Supervisor I | 2 | 10,560. |
| 8266 | General Foreman of Sign Division | 1 | 16,380. |
| 0301 | Administrative Assistant I | 3 | 6,804. |
| 0164 | Supervising Timekeeper | 1 | 11,652. |
| 0164 | Supervising Timekeeper | 1 | 11,100. |
| 0401 | Junior Clerk | 2 | 6,180. |
| 5035 | Electrical Mechanic | 1 | 1,258.50m |
| 4774 | Steamfitter (2,080h) | 2 | 1,083.50m |
| 4265 | Watchman | (48m) | 538.00m |
| 4265 | Watchman | (6,120h) | 3.20h |
| 6605 | Blacksmith (Sub-Foreman) (2,040h) | (2,040h) | 7.15h |
| | (Effective July 1) | | 7.85h |
| 6605 | Blacksmith | (4,080h) | 6.90h |
| | (Effective July 1) | | 7.60h |

300-Vehicle Tax Fund

## Department of Streets and Sanitation—*Continued*

### BUREAU OF STREET TRAFFIC—Continued

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **STREET SIGNS AND STREET MARKINGS—5514—Continued** | | |
| 6601 | Blacksmith Helper | (2,040h) | $ 6.80h |
| | (Effective July 1) | | 7.50h |
| 4301 | Carpenter (Sub-Foreman) (255d) (2,040h) | (4,080h) | 6.55h |
| 4301 | Carpenter | (8,160h) | 6.05h |
| 8243 | General Foreman of Laborers | (2,040h) | 6.075h |
| 9534 | Laborer | (153,144h) | 4.75h |
| 6674 | Machinist | (2,040h) | 6.18h |
| 4634 | Painter (Sub-Foreman) (2,040h) | (6,120h) | 6.36h |
| 4634 | Painter | (18,360h) | 5.65h |
| 4855 | Sheet Metal Worker (Sub-Foreman) (2,040h) | (2,040h) | 6.325h |
| 4855 | Sheet Metal Worker | (4,080h) | 6.20h |
| 8267 | Foreman of Sign Shop (255d) (2,040h) | (2,040h) | 6.45h |
| 4656 | Sign Painter (Sub-Foreman) (255d) (2,040h) | (6,120h) | 5.56h |
| 4656 | Sign Painter | (10,200h) | 5.435h |
| 4654 | Sign Painter Helper | (61,200h) | 4.685h |
| 4660 | Sign Painter—Layout (255d) (2,040h) | (2,040h) | 5.435h |
| 8265 | Foreman of Sign Hangers | 1 | 955.00m |
| | (Effective September 1) | | 1,013.00m |
| 8263 | Sign Hanger—as Supervisor | (36,720h) | 5.165h |
| | (Effective September 1) | | 5.475h |
| 8263 | Sign Hanger | (38,760h) | 5.01h |
| | (Effective September 1) | | 5.32h |
| | **Schedule Salary Adjustments** | | 1,632. |
| | | | 2,223,227. |
| | **TRAFFIC PLANNING AND DESIGN—5516** | | |
| 6277 | City Traffic Engineer (Planning) (General Engineer Designer) | 1 | 26,724. |
| 6274 | Engineer of Traffic Planning | 1 | 16,380. |
| 6273 | Associate City Traffic Engineer (Traffic Engineer Designer) | 3 | 21,984. |
| 6273 | Associate City Traffic Engineer (Traffic Engineer Designer) | 1 | 19,932. |
| 6273 | Associate City Traffic Engineer | 1 | 19,932. |
| 6254 | Traffic Engineer IV | 1 | 14,856. |
| 6254 | Traffic Engineer IV | 1 | 14,148. |
| 6253 | Traffic Engineer III | 1 | 16,380. |
| 6253 | Traffic Engineer III | 1 | 12,840. |
| 6253 | Traffic Engineer III | 1 | 12,240. |

## Department of Streets and Sanitation—*Continued*

### BUREAU OF STREET TRAFFIC—Continued

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **TRAFFIC PLANNING AND DESIGN— 5516—Continued** | | |
| 6253 | Traffic Engineer III | 1 | $ 11,652. |
| 6252 | Traffic Engineer II | 2 | 10,560. |
| 6251 | Traffic Engineer I | 1 | 11,100. |
| 6251 | Traffic Engineer I | 1 | 10,056. |
| 6143 | Engineering Technician IV | 1 | 14,148. |
| 6143 | Engineering Technician IV | 3 | 12,840. |
| 6143 | Engineering Technician IV | 1 | 11,100. |
| 6142 | Engineering Technician III | 1 | 12,840. |
| 6142 | Engineering Technician III | 2 | 10,560. |
| 6142 | Engineering Technician III | 1 | 9,120. |
| 6133 | Engineer-in-Training | (15m) | 515.00m |
| 5723 | Engineering Draftsman III (Senior Draftsman) | 1 | 12,840. |
| 5762 | Civil Engineering Draftsman II | 1 | 11,100. |
| 5762 | Civil Engineering Draftsman II | 1 | 9,564. |
| 5762 | Civil Engineering Draftsman II | 1 | 8,688. |
| 5762 | Civil Engineering Draftsman II | 1 | 8,268. |
| 5761 | Civil Engineering Draftsman I | 3 | 6,804. |
| 6291 | Superintendent of Traffic Service | 1 | 14,856. |
| 6292 | Assistant Superintendent of Traffic Service | 1 | 9,120. |
| 6297 | Traffic Service Supervisor II | 1 | 12,240. |
| 6298 | Traffic Service Supervisor I | 3 | 11,652. |
| 6298 | Traffic Service Supervisor I | 2 | 10,056. |
| 6258 | Traffic Survey Man | 1 | 8,268. |
| 6258 | Traffic Survey Man | 1 | 7,500. |
| 0825 | Principal Stenographer | 1 | 9,120. |
| 0825 | Principal Stenographer | 1 | 8,688. |
| 0823 | Senior Stenographer | 1 | 5,892. |
| 0823 | Senior Stenographer | 1 | 5,604. |
| 0821 | Junior Stenographer | 1 | 5,340. |
| 0836 | Senior Typist | 1 | 7,872. |
| 0421 | Principal Clerk | 1 | 6,480. |
| 0403 | Senior Clerk | 2 | 6,480. |
| 0403 | Senior Clerk | 1 | 6,180. |
| 0403 | Senior Clerk | 1 | 5,892. |
| 0401 | Junior Clerk | 3 | 4,848. |
| 0658 | Senior Multilith Operator | 1 | 7,500. |

## Department of Streets and Sanitation—*Continued*

### BUREAU OF STREET TRAFFIC—Continued

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **TRAFFIC PLANNING AND DESIGN—5516—Continued** | | |
| 7102 | Dispatch Clerk | 1 | $ 8,268. |
| 6284 | Traffic Maintenance Man | 26 | 809.00m |
| 6282 | Traffic Patrol Serviceman | 36 | 809.00m |
| | Schedule Salary Adjustments | | 5,104. |
| | | 122 | 1,277,149. |
| | **TRAFFIC SURVEYS AND FIELD STUDIES—5518** | | |
| 6278 | City Traffic Engineer (Operations) | 1 | 23,076. |
| 6273 | Associate City Traffic Engineer | 2 | 21,984. |
| 6273 | Associate City Traffic Engineer (Traffic Engineer Designer) | 1 | 21,984. |
| 6275 | Engineer of Traffic Operations | 1 | 16,380. |
| 6255 | Traffic Engineer V | 1 | 18,084. |
| 6254 | Traffic Engineer IV | 1 | 18,084. |
| 6254 | Traffic Engineer IV | 1 | 17,220. |
| 6252 | Traffic Engineer II | 2 | 14,856. |
| 6252 | Traffic Engineer II | 1 | 11,100. |
| 6251 | Traffic Engineer I | 1 | 10,560. |
| 6251 | Traffic Engineer 1 | 1 | 9,564. |
| 6248 | Supervisor of Traffic Surveys | 1 | 13,476. |
| 6142 | Engineering Technician III | 3 | 11,652. |
| 6142 | Engineering Technician III | 1 | 10,560. |
| 6142 | Engineering Technician III | 1 | 10,056. |
| 6142 | Engineering Technician III | 1 | 8,268. |
| 5761 | Civil Engineering Draftsman I | 1 | 7,152. |
| 6297 | Traffic Service Supervisor II | 2 | 11,652. |
| 6297 | Traffic Service Supervisor II | 1 | 11,100. |
| 6298 | Traffic Service Supervisor I | 3 | 10,560. |
| 6298 | Traffic Service Supervisor I | 1 | 10,056. |
| 6258 | Traffic Survey Man | 3 | 10,056. |
| 6258 | Traffic Survey Man | 4 | 7,872. |
| 6258 | Traffic Survey Man | 3 | 7,500. |

## Department of Streets and Sanitation—*Continued*

### BUREAU OF STREET TRAFFIC—Continued

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **TRAFFIC SURVEYS AND FIELD STUDIES—5518—Continued** | | |
| 6174 | Traffic Serviceman | 4 | $ 9,564. |
| 6174 | Traffic Serviceman | 2 | 9,120. |
| 6174 | Traffic Serviceman | 12 | 8,688. |
| 6174 | Traffic Serviceman | 3 | 8,268. |
| 6174 | Traffic Serviceman | 3 | 7,872. |
| 6174 | Traffic Serviceman | 2 | 6,180. |
| 0625 | Mechanical Records Clerk II | 1 | 5,604. |
| 0624 | Mechanical Records Clerk I | 1 | 6,480. |
| 0421 | Principal Clerk | 1 | 9,564. |
| 0403 | Senior Clerk | 1 | 7,500. |
| 0403 | Senior Clerk | 1 | 7,152. |
| 0403 | Senior Clerk | 2 | 6,804. |
| 0403 | Senior Clerk | 1 | 5,604. |
| 0401 | Junior Clerk | 1 | 4,848. |
| 0825 | Principal Stenographer | 1 | 7,872. |
| 0823 | Senior Stenographer | 1 | 5,604. |
| 0821 | Junior Stenographer | 1 | 5,892. |
| 0821 | Junior Stenographer | 1 | 4,848. |
| 0836 | Senior Typist | 1 | 7,500. |
| 0836 | Senior Typist | 1 | 6,180. |
| 0836 | Senior Typist | 1 | 5,604. |
| 0834 | Typist | 1 | 5,604. |
| 0731 | Information Attendant | 1 | 5,340. |
| | Schedule Salary Adjustments | | 8,662. |
| | | 82 | 809,494. |
| | | | $ 4,486,696. |
| | **FOR TOWING OPERATION—5530** | | |
| | The following employes, as needed, are authorized to be employed: | | |
| 7187 | General Foreman of Motor Truck Drivers (2) | | $ 6.00h |
| 7185 | Foreman of Motor Truck Drivers (9) | | 5.20h |
| 7183 | Motor Truck Drivers assigned to Tow Trucks | | 5.00h |

300-Vehicle Tax Fund

## Department of Streets and Sanitation—*Continued*

### BUREAU OF STREET TRAFFIC—Continued

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **Automobile Allowance—schedule rate** | | |
| 6755 | **Compensation for use of personally owned automobiles by:** | | |
| | Superintendent of Traffic Service | 1 | |
| | Assistant Superintendent of Traffic Service | 2 | |
| | City Traffic Engineer | 2 | |
| | Associate City Traffic Engineer (as needed) | | |
| | Engineer of Traffic Planning | 1 | |
| | Traffic Engineer V (as needed) | | |
| | Traffic Engineer IV (as needed) | | |
| | Traffic Engineer III (as needed) | | |
| | Traffic Engineer II (as needed) | | |
| | Traffic Engineer 1 (as needed) | | |
| | Engineer of Traffic Operations | 1 | |
| | Traffic Maintenance Supervisor II | 6 | |
| | Traffic Maintenance Supervisor I | 8 | |
| | Traffic Service Supervisor II | 4 | |
| | Traffic Service Supervisor I | 1 | |
| | Traffic Survey Man | 15 | |
| | Traffic Service Foreman | 1 | |
| | Traffic Serviceman (as needed) | | |
| | Superintendent of Sign Division | 1 | |
| | Assistant Superintendent of Sign Division | 1 | |
| | Foreman of Sign Hangers | 1 | |
| | General Foreman of Motor Truck Drivers | 2 | |
| | Foreman of Motor Truck Drivers | 9 | |
| | Engineering Technician IV (as needed) | | |
| | Engineering Technician III (as needed) | | |
| | Engineering Technician I | 1 | |
| | Supervisor of Traffic Surveys | 1 | |
| | Traffic Service Supervisor I (as needed) | | |
| | Supervising Timekeeper | 2 | |
| | Carpenter | 1 | |
| | Laborer | 2 | |
| | Sign Painter Helper | 2 | |
| | | | $ 51,500. |

300-Vehicle Tax Fund

# DEPARTMENT OF WATER AND SEWERS

## BUREAU OF SEWERS

### DISTRIBUTION OF APPROPRIATIONS BY ORGANIZATIONAL ACTIVITIES

| CODE | ORGANIZATIONAL ACTIVITY | Year | Number of Positions | Personal Services | Contractual Services | Travel | Commodities | Contingencies | Specific Purposes | Total Operating Expense | Capital Outlay | Total Appropriation |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 5850 | Inspection of Sewer Installations............ | 1970 | 23 | $ 281,382 | ................ | ............ | ................ | ................ | ................ | $ 281,382 | ................ | $ 281,382 |
| | | 1969 | 23 | 275,172 | ................ | ............ | ................ | ................ | ................ | 275,172 | ................ | 275,172 |
| 5846 | Replacement of Covers and Lids.............. | 1970 | .... | ................ | ................ | ............ | ................ | ................ | $ 150,000 | 150,000 | ................ | 150,000 |
| | | 1969 | .... | ................ | ................ | ............ | ................ | ................ | 125,000 | 125,000 | ................ | 125,000 |
| | Totals.................................................................. | 1970 | 23 | $ 281,382 | | | | | $ 150,000 | $ 431,382 | | $ 431,382 |
| | | 1969 | 23 | $ 275,172 | | | | | $ 125,000 | $ 400,172 | | $ 400,172 |

### PERFORMANCE DATA

| | | | WORK UNITS | | | PERSONNEL | | | | | | OPERATING COSTS | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Number | | | Number | | Man-Hours | | Man-Hours Per-Unit | | Total for Year | | Av. Cost Per-Unit | |
| CODE | ACTIVITY AND SUB-ACTIVITY | Name | Est. 1970 | Budget 1969 | Act. 1968 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 |
| 5850 | Inspection of Sewer Installation.... | Inspection | 18,000 | 18,000 | 16,261 | 23 | 23 | 47,840 | 47,840 | 2.66 | 2.66 | $ 281,382 | $ 275,172 | $15.63 | $15.29 |
| 5846 | Replacement of Covers and Lids ........................................ | Each | 3,500 | 3,500 | 1,310 | .... | .... | ............ | ............ | ........ | ........ | 150,000 | 125,000 | 42.85 | 35.71 |
| | Totals................................................... | | | | | 23 | 23 | 47,840 | 47,840 | | | $ 431,382 | $ 400,172 | | |

## DEPARTMENT OF WATER AND SEWERS

### BUREAU OF SEWERS

**(See Water, Motor Fuel Tax and Bond Funds for other Appropriations.)**

There are authorized to be employed for engineering and inspection service in the Bureau of Sewers, Mason Inspectors with necessary compensation for personal services and for use of personally owned automobiles. It is charged to the Vehicle Tax Fund and to Motor Fuel Tax Projects.

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| Code | | Amounts Appropriated |
|---|---|---|
| .005 | Salaries and Wages—on Payroll.......... | $ 281,382. |
| *5850.000 | For Personal Services ................. | 281,382. |
| *5846.*** | For repairing and replacing covers and lids for manholes and catch basins, including delivery and expense.................. | 150,000. |
| | ***Total for Bureau of Sewers**............. | $ 431,382. |

### POSITIONS AND SALARIES

| Code | Positions | No. | Rate |
|---|---|---|---|
| 8315 | Mason Inspector .......................... | 23 | $ 1,019.50m |
| | | 23 | $ 281,382. |

## DEPARTMENT OF PUBLIC WORKS

### BUREAU OF ENGINEERING

| Code |  | Amounts Appropriated |
|---|---|---|
| *6210.*** | For the improvement, repair and maintenance of streets, bridge and viaduct vehicular roadways and pavements and their supporting structures, including salaries and wages of employes as authorized under the Engineering Revolving Fund and the employment of professional and technical engineering services as needed .................... | $ 570,000. |
|  | ***Total for Bureau of Engineering** ......... | $ 570,000. |

### BUREAU OF ARCHITECTURE AND BUILDING MAINTENANCE

| Code |  | Amounts Appropriated |
|---|---|---|
| *6414.801 | **For expense incurred for maintenance and repair of Bureau of Streets structures used in connection with street repair work. Only employes authorized under the Corporate Fund shall be used in this work**..................... | $ 36,000. |
|  | ***Total for Bureau of Architecture and Building Maintenance** ................ | $ 36,000. |

300-Vehicle Tax Fund

## DEPARTMENT OF STREETS AND SANITATION

### BUREAU OF FORESTRY, PARKWAYS AND BEAUTIFICATION

| Code | | Amounts Appropriated |
|---|---|---|
| .005 | Salaries and Wages—on Payroll | $ 667,857. |
| .015 | Schedule Salary Adjustments | 1,038. |
| *6710.000 | **For Personal Services** | 668,895. |
| .228 | Automobile Allowance—schedule rate | 2,280. |
| *6710.200 | **For Travel** | 2,280. |
| | ***Total for Bureau of Forestry, Parkways and Beautification** | $ 671,175. |

### POSITIONS AND SALARIES

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **LANDSCAPE MAINTENANCE—BOULEVARDS AND PARKWAYS—6712** | | |
| 5910 | Landscape Architect | 1 | $ 14,148. |
| 5911 | Landscape Designer | 1 | 10,560. |
| 0421 | Principal Clerk | 2 | 6,480. |
| 0401 | Junior Clerk | 1 | 4,848. |
| 7904 | Foreman of Landscape Maintenance | 2 | 11,652. |
| 8244 | Foreman of Laborers | 3 | 653.00m |
| 7907 | Gardener | (7,410h) | 4.22h |
| 9530 | Park Laborer | (140,222h) | 3.60h |
| 7183 | Motor Truck Driver | (9,034h) | 4.70h |
| | Schedule Salary Adjustments | | 1,038. |
| | | | $ 668,895. |
| | **Automobile Allowance—schedule rate** | | |
| 6755 | Compensation for use of personally owned automobiles by: | | |
| | Landscape Architect | 1 | |
| | Foreman of Landscape Maintenance | 2 | |
| | | 3 | $ 2,280. |

## DEPARTMENT OF FINANCE—GENERAL

**To be expended under the direction of the City Comptroller unless otherwise provided.**

| Code | | Amounts Appropriated |
|---|---|---|
| *9112.035 | Adjustment in salaries of transferred, reinstated, promoted, demoted and reclassified employes and employes hired above the first step | $ 5,000. |
| .040 | For adjustments to prevailing wages of per diem employes to conform with prevailing rates, when approved by the City Council | 1,000. |
| .042 | For payment of the monthly single or individual employee premium rate and fifty percent of the monthly family premium rate for hospital and medical care | 193,871. |
| *9112.000 | **For Personal Services** | 199,871. |
| .155 | Rental of Property | 3,000. |
| *9112.100 | **For Contractual Services** | 3,000. |
| .420 | **Furniture, Communication and Office Equipment:** To be expended under the direction of the Budget Director on departmental requisitions and to be accounted for by departments, bureaus, and divisions as expended | 5,000. |
| *9112.400 | **For Equipment** | 5,000. |
| *9112.803 | To reimburse the Corporate Purposes Fund for services furnished by the Data Center | 100,000. |
| *9112.936 | Claims under Workmen's Compensation Act | 185,000. |
| *9112.990 | For payment of claims and refunds of vehicle license fees when ordered by the City Council | 14,000. |
| *9112.997 | To reimburse the Corporate Purposes Fund for salaries and wages of policemen engaged in regulating traffic | 9,517,300. |
| *9112.998 | To reimburse the Corporate Purposes Fund for expense incurred by the City Collector's office for services of clerks and investigators and printing and other expense in connection with analyzing and checking the issuance of vehicle tax licenses and preparing information for the Department of Police and action of the Department of Police thereon | 50,000. |
| *9112.999 | To reimburse the Corporate Fund for services furnished by the Department of Purchases | 30,000. |
| | ***Total for Department of Finance-General** | $10,104,171. |
| | ***Total from Vehicle Tax Fund** | $30,782,635. |

## NO. 5 MOTOR FUEL TAX FUND—310

| Code | | Amounts Appropriated |
|---|---|---|
| | For expenditures from allotments as have been allotted or as may be allotted and authorized from time to time by the City Council, including engineering, supervision and overhead expense, as provided under the Motor Fuel Tax Law.<br>Expenditures for projects from this account shall be made only to the extent of the cash available received from the City's distributive share of State Motor Fuel Tax under allotments approved by the State.<br>Expenditures or encumbrances from any allotment or project payable from this account shall be subject to such further limitation or restriction as may be ordered by the City Council.<br>The Vehicle Tax Fund and other City Funds shall be reimbursed from this account for engineering, supervision or other expense properly chargeable to project for which allotments have been made.<br>Expenditures from this account shall be accounted for by allotments for projects as expended ........................ | |
| *9112.*** | | $52,700,000. |

# NO. 6 CIVIL DEFENSE FUND—320

## CHICAGO CIVIL DEFENSE CORPS

The Civil Defense Fund is for the purpose of carrying on such functions, other than those for which the military forces are primarily responsible to prevent, minimize, repair and alleviate injury and damages resulting from disasters caused by enemy attack, sabotage or other hostile action, or by fire, flood, earthquake, or other natural causes.

Expenditures made for Civil Defense purposes are maintained by grants from the Federal Government for specified objects such as fire fighting equipment, communications, air raid sirens and others.

| Code | | Amounts Appropriated |
|---|---|---|
| .005 | Salaries and Wages—on Payroll | $ 79,360. |
| .010 | Salaries and Wages—on Voucher | 2,000. |
| .015 | Schedule Salary Adjustments | 472. |
| .042 | For payment of the monthly single or individual employee premium rate and fifty percent of the monthly family premium rate for hospital and medical care | 2,000. |
| *4810.000 | **For Personal Services** | 83,832. |
| .130 | Postage and Postal Charges | 5,000. |
| .155 | Rental of Property | 5,000. |
| .157 | Rental of Equipment and Services | 35,000. |
| .161 | Repair or Maintenance of Facilities | 55,000. |
| .182 | Heat, Light and Power (Public) | 2,000. |
| .186 | Telephone | 3,000. |
| *4810.100 | **For Contractual Services** | 105,000. |
| .350 | Stationery and Office Supplies | 6,000. |
| *4810.300 | **For Commodities** | 6,000. |
| .422 | Office Machines | 2,000. |
| .423 | Communications Devices | 35,000. |
| .424 | Furniture and Furnishings | 3,000. |
| .440 | Machinery and Equipment | 20,000. |
| *4810.400 | **For Equipment** | 60,000. |
| *4810.801 | For installation of Air Raid Alarm System | 15,000. |
| *4810.802 | For general public education and training programs relating to protection of life and property | 15,000. |
| *4810.804 | For procuring and storage of medical supplies and equipment as may be authorized by the City Council | 20,000. |
| *4810.805 | For equipment and training material for Police and Fire Services | 30,000. |
| *4810.806 | For such other expenditures as may be necessary in accordance with the requirements of the Illinois Civil Defense Act | 33,718. |
| | ***Total for Civil Defense Corps** | $ 368,550. |
| *4810.960 | For Loss and Cost in Collecting Taxes | 18,450. |
| | ***Total from Civil Defense Fund** | $ 387,000. |

320-Civil Defense Fund

## Chicago Civil Defense Corps—*Continued*

### POSITIONS AND SALARIES

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **CIVIL DEFENSE PREPAREDNESS—4812** | | |
| 9615 | Director of Civil Defense | 1 | $ 15,000. |
| 9616 | Assistant Director of Civil Defense | 1 | 10,000. |
| 8590 | Supervisor of Air Raid Warning System | 1 | 7,152. |
| 0742 | Public Information Assistant II | 1 | 9,564. |
| 0805 | Secretary | 1 | 9,564. |
| 0403 | Senior Clerk | 1 | 7,152. |
| 0403 | Senior Clerk | 1 | 5,892. |
| 0403 | Senior Clerk | 1 | 5,340. |
| 0401 | Junior Clerk | 2 | 4,848. |
| | Schedule Salary Adjustments | | 472. |
| | | 10 | $ 79,832. |

330-Forestry Fund

# DEPARTMENT OF STREETS AND SANITATION

## BUREAU OF FORESTRY, PARKWAYS AND BEAUTIFICATION

### DISTRIBUTION OF APPROPRIATIONS BY ORGANIZATIONAL ACTIVITIES

| CODE | ORGANIZATIONAL ACTIVITY | Year | Number of Positions | Personal Services | Contractual Services | Travel | Commodities | Contingencies | Specific Purposes | Total Operating Expense | Capital Outlay | Total Appropriation |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 6716 | **Protection of Street Foliage**.................... | 1970 | .... | $5,371,741 | $ 388,748 | $34,450 | $ 221,000 | ................ | $ 4,000 | $6,019,939 | $ 139,500 | $6,159,439 |
| | | 1969 | .... | $5,488,108 | $ 387,748 | $34,450 | $ 231,000 | ................ | $ 4,000 | $6,145,306 | $ 139,500 | $6,284,806 |

### PERFORMANCE DATA

| | | | WORK UNITS | | | PERSONNEL | | | | | | OPERATING COSTS | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Number | | | Number | | Man-Hours | | Man-Hours Per-Unit | | Total for Year | | Av. Cost Per-Unit | |
| CODE | ACTIVITY AND SUB-ACTIVITY | Name | Est. 1970 | Budget 1969 | Act. 1968 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 |
| 6716 | **Protection of Street Foliage:**.......... | | ............ | ............ | ............ | .... | .... | 1,198,081 | 1,347,422 | ........ | ........ | $6,019,939 | $6,145,306 | ........ | ........ |
| 01 | Supervisory and clerical ............ | | ............ | ............ | ............ | 60 | 68 | 120,380 | 134,940 | ........ | ........ | 790,102 | 750,099 | ........ | ........ |
| **02** | **Propagating trees** ........................ | **Tree** | 51,200 | 130,000 | 51,200 | .... | .... | 45,902 | 68,916 | .89 | .53 | 268,140 | 347,040 | $ 5.23 | $ 2.67 |
| **03** | **Planting trees** .............................. | **Tree** | 20,000 | 20,000 | 20,895 | .... | .... | 26,898 | 38,640 | 1.34 | 1.93 | 243,212 | 282,834 | 12.16 | 14.14 |
| **04** | **Removing trees and/or dangerous branches** ................ | **Tree** | 45,000 | 40,000 | 34,434 | .... | .... | 806,238 | 742,339 | 17.92 | 18.55 | 3,691,949 | 3,126,589 | 82.04 | 78.16 |
| **05** | **Trimming and treating trees** .... | **Tree** | 35,000 | 70,000 | 26,578 | .... | .... | 157,256 | 304,680 | 4.49 | 4.35 | 730,380 | 1,286,432 | 20.87 | 18.38 |
| **06** | **Spraying trees** .............................. | **Tree** | 190,000 | 190,000 | 101,349 | .... | .... | 41,407 | 57,907 | .22 | .30 | 296,156 | 352,312 | 1.56 | 1.85 |

# NO. 7 FORESTRY FUND—330
## DEPARTMENT OF STREETS AND SANITATION
### BUREAU OF FORESTRY, PARKWAYS AND BEAUTIFICATION
### FORESTRY DIVISION

The function of the Forestry Division is to provide for the establishment and maintenance of a long term forestry program for the propagation and preservation of community trees in the City. The Bureau removes, trims, sprays and plants trees in the City parkways between the curbs and sidewalks.

| Code | | Amounts Appropriated |
|---|---|---|
| .005 | Salaries and Wages—on Payroll | $ 5,360,184. |
| .015 | Schedule Salary Adjustments | 11,557. |
| *6710.000 | **For Personal Services** | 5,371,741. |
| .125 | Office and Building Services | 500. |
| .130 | Postage and Postal Charges | 5,000. |
| | Professional and Technical Services: | |
| .147 | Surveys | 50. |
| .149 | Other Professional and Technical Services | 1,000. |
| .155 | Rental of Property | 1,000. |
| .157 | Rental of Equipment and Services | 130,000. |
| .160 | Repair or Maintenance of Property | 5,000. |
| .161 | Repair or Maintenance of Facilities | 10,000. |
| .162 | Repair or Maintenance of Equipment | 85,000. |
| .166 | Subscriptions and Dues | 200. |
| .173 | State Vehicle License Plates | 500. |
| .175 | Transportation Charges (Exclusive of Travel) | 50. |
| .176 | Maintenance and Operation—City Owned Vehicles | 130,448. |
| .182 | Heat, Light and Power (Public) | 10,000. |
| .186 | Telephone | 10,000. |
| *6710.100 | **For Contractual Services** | 388,748. |
| .228 | Automobile Allowance—schedule rate | 31,950. |
| .245 | Reimbursement to Travelers | 2,000. |
| .270 | Local Transportation | 500. |
| *6710.200 | **For Travel** | 34,450. |
| | Fuel: | |
| .312 | Coal | 2,500. |
| .314 | Fuel Oil | 3,000. |
| .320 | Gasoline | 30,000. |
| .340 | Material and Supplies (Purchase of Trees) | 115,000. |
| .340 | Material and Supplies | 40,000. |
| .342 | Drug, Medical and Chemical Materials and Supplies | 15,000. |
| .345 | Apparatus and Instruments | 500. |
| .350 | Stationery and Office Supplies | 3,000. |
| .360 | Repair Parts and Materials | 8,000. |
| .370 | Small Tools (Unit Value not Exceeding $10.00) | 2,000. |
| .375 | Tools (Unit Value over $10.00) | 2,000. |
| *6710.300 | **For Commodities** | 221,000. |

## Department of Streets and Sanitation—*Continued*

### BUREAU OF FORESTRY, PARKWAYS AND BEAUTIFICATION—Continued

| Code | | Amounts Appropriated |
|---|---|---|
| .410 | Equipment for Buildings | $ 500. |
| .422 | Office Machines | 500. |
| .423 | Communication Devices | 2,500. |
| .424 | Furniture and Furnishings | 500. |
| .440 | Machinery and Equipment | 40,000. |
| .450 | Vehicles | 90,000. |
| *6710.400 | **For Equipment** | 134,000. |
| .540 | Erection or Construction of Structures or Works | 5,000. |
| *6710.500 | **For Permanent Improvements** | 5,000. |
| | Land: | |
| .610 | Acquisition | 500. |
| *6710.600 | **For Land** | 500. |
| *6710.801 | For operating expense of the Chicago Beautiful Committee | 4,000. |
| | ***Total for Forestry Division** | $ 6,159,439. |

### POSITIONS AND SALARIES

#### PROTECTION OF STREET FOLIAGE—6716

| | | | |
|---|---|---|---|
| 7932 | General Superintendent of Forestry and Parkways | 1 | $ 28,068. |
| 7924 | Assistant General Superintendent of Forestry and Parkways | 1 | 16,380. |
| 7923 | Assistant to the General Superintendent of Forestry and Parkways | 1 | 16,380. |
| 7926 | Superintendent of Forestry and Parkways | 1 | 12,240. |
| 0809 | Executive Secretary I | 1 | 10,056. |
| 7977 | General Tree Foreman | 2 | 15,600. |
| 7977 | General Tree Foreman | 2 | 14,148. |
| 7977 | General Tree Foreman | 2 | 13,476. |
| 7975 | District Tree Foreman | 1 | 14,148. |
| 7975 | District Tree Foreman | 3 | 13,476. |
| 7975 | District Tree Foreman | 2 | 12,840. |
| 7975 | District Tree Foreman | 16 | 12,240. |
| 7975 | District Tree Foreman | 2 | 11,652. |
| 7975 | District Tree Foreman | 8 | 11,100. |
| 7975 | District Tree Foreman | 2 | 9,120. |
| 7978 | Nursery Foreman | 1 | 11,100. |
| 7908 | Plant Pathologist | 1 | 7,500. |
| 7103 | Equipment Coordinator | 1 | 9,120. |
| 0427 | Chief Clerk | 1 | 15,600. |
| 0426 | Assistant Chief Clerk | 1 | 10,560. |

## Department of Streets and Sanitation—*Continued*

### BUREAU OF FORESTRY, PARKWAYS AND BEAUTIFICATION—Continued

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **PROTECTION OF STREET FOLIAGE—6716—Continued** | | |
| 0423 | Head Clerk | 1 | $ 11,652. |
| 0423 | Head Clerk | 1 | 11,100. |
| 0423 | Head Clerk | 1 | 10,056. |
| 0421 | Principal Clerk | 1 | 10,056. |
| 0421 | Principal Clerk | 1 | 7,872. |
| 0403 | Senior Clerk | 1 | 8,268. |
| 0403 | Senior Clerk | 1 | 7,500. |
| 0403 | Senior Clerk | 1 | 7,152. |
| 0403 | Senior Clerk | 1 | 6,480. |
| 0401 | Junior Clerk | 1 | 5,088. |
| 0825 | Principal Stenographer | 1 | 9,120. |
| 0825 | Principal Stenographer | 1 | 7,500. |
| 0823 | Senior Stenographer | 1 | 5,892. |
| 9495 | Weighmaster | 1 | 8,268. |
| 7971 | General Repairman | 1 | 697.00m |
| 7973 | Tree Foreman | (175,660h) | 4.48h |
| 9475 | Tree Trimmer | (719,944h) | 4.18h |
| 7187 | General Foreman of Motor Truck Drivers (2,168h) | 1 | 6.00h |
| 7185 | Foreman of Motor Truck Drivers (260d) (2,080h) | 3 | 5.20h |
| 7183 | Motor Truck Driver | (137,000h) | 4.70h |
| 4301 | Carpenter (Sub-Foreman) | (2,200h) | 6.55h |
| 4634 | Painter | (2,040h) | 5.65h |
| 9530 | Park Laborer | (26,169h) | 3.60h |
| | Schedule Salary Adjustments | | 11,557. |
| | | | $ 5,371,741. |
| | **Automobile Allowance—schedule rate** | | |
| 6755 | Compensation for use of personally owned automobiles by: | | |
| | Superintendent of Forestry and Parkways | 1 | |
| | General Tree Foreman | 7 | |
| | District Tree Foreman | 34 | |
| | | 42 | $ 31,950. |

## DEPARTMENT OF FINANCE
### GENERAL

| Code | | Amounts Appropriated |
|---|---|---|
| .035 | Adjustment in salaries of transferred, reinstated, promoted, demoted and reclassified employes, and employes hired above the first step ..................$ | 2,500. |
| .040 | For adjustment in wages of per diem employes to conform with prevailing wages, when approved by the City Council ............................ | 1,000. |
| .042 | For payment of the monthly single or individual employee premium rate and fifty percent of the monthly family premium rate for hospital and medical care... | 142,436. |
| ***9112.000** | **For Personal Services..................** | 145,936. |
| **.155** | **Rental of Property.......................** | 5,000. |
| ***9112.100** | **For Contractual Services...............** | 5,000. |
| | **Claims:** | |
| ***9112.934** | **For Damages (when ordered paid by the City Council) ....................** | 3,500. |
| ***9112.936** | **Under the Workmen's Compensation Act.** | 110,000. |
| ***9112.992** | **Reimbursement to the Corporate Purposes Fund for services furnished by the Department of Finance and the Department of Purchases....................** | 25,000. |
| | ***Total for Department of Finance-General..$** | 289,436. |
| ***9114.960** | **Loss and Cost in Collecting Taxes.........$** | 514,890. |
| | ***Total from Forestry Fund ...............$** | 6,963,765. |

342-Public Library-Buildings
and Sites

# LIBRARY FUND—BUILDINGS AND SITES—342

## DISTRIBUTION OF APPROPRIATIONS BY ORGANIZATIONAL ACTIVITIES

| CODE | ORGANIZATIONAL ACTIVITY | Year | Number of Positions | Personal Services | Contractual Services | Travel | Commodities | Contingencies | Specific Purposes | Total Operating Expense | Capital Outlay | Total Appropriation |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **7118** | **Operation and Maintenance of Buildings** | 1970 | .... | ........ | $ 730,800 | ........ | ........ | $ 1,000 | ........ | $ 731,800 | $1,921,956 | $2,653,756 |
| | | 1969 | .... | ........ | 256,800 | ........ | ........ | 1,000 | $ 100,000 | 357,800 | 945,967 | 1,303,767 |
| | **Loss and Cost** | 1970 | .... | ........ | ........ | ........ | ........ | ........ | 205,920 | 205,920 | ........ | 205,920 |
| | | 1969 | .... | ........ | ........ | ........ | ........ | ........ | 64,000 | 64,000 | ........ | 64,000 |
| | **Totals** | 1970 | | | $ 730,800 | | | $ 1,000 | $ 205,920 | $ 937,720 | $1,921,956 | $2,859,676 |
| | | 1969 | | | $ 256,800 | | | $ 1,000 | $ 164,000 | $ 421,800 | $ 945,967 | $1,367,767 |

## NO. 8 LIBRARY FUND—BUILDINGS AND SITES—342

The Buildings and Sites Fund is used for the acquisition, construction and equipment of library buildings, for the repair and alteration of library buildings, and the rental of library buildings.

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| Code | | Amounts Appropriated |
|---|---|---|
| | Professional and Technical Services: | |
| .144 | Engineering | $ 145,000. |
| .155 | Rental of Property | 348,800. |
| .160 | Repair or Maintenance of Property | 237,000. |
| *7110.100 | **For Contractual Services** | 730,800. |
| .410 | Equipment for Buildings | 253,776. |
| .422 | Office Machines | 11,200. |
| .424 | Furniture and Furnishings | 150,000. |
| .440 | Machinery and Equipment | 6,500. |
| *7110.400 | **For Equipment** | 421,476. |
| .540 | Erection or Construction of Structures or Works | 1,222,280. |
| *7110.500 | **For Permanent Improvements** | 1,222,280. |
| | Land: | |
| .610 | Acquisition of Property | 272,000. |
| .640 | Expense Incidental to Purchase, Sale or Condemnation | 6,200. |
| *7110.600 | **For Land** | 278,200. |
| *7110.700 | **For Contingencies** | 1,000. |
| | ***Total for Library—Buildings and Sites** | $ 2,653,756. |
| *7110.960 | **Loss and Cost in Collecting Taxes** | 205,920. |
| | ***Total from Library Fund—Buildings and Sites** | $ 2,859,676. |

# LIBRARY FUND—MAINTENANCE AND OPERATION—346

## CHICAGO PUBLIC LIBRARY

## DISTRIBUTION OF APPROPRIATIONS BY ORGANIZATIONAL ACTIVITIES

| CODE | ORGANIZATIONAL ACTIVITY | Year | Number of Positions | Personal Services | Contractual Services | Travel | Commodities | Contingencies | Specific Purposes | Total Operating Expense | Capital Outlay | Total Appropriation |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **7111** | **Administration** | 1970 | ...... | $ 736,924 | $ 85,756 | $ 7,000 | $ 3,688 | ........ | ........ | $ 833,368 | $ 21,600 | $ 854,968 |
| | | 1969 | ...... | 565,377 | 91,852 | 6,500 | 3,665 | $ 1,000 | $ 100,000 | 768,394 | 36,600 | 804,994 |
| **7114** | **Central Library Reader Services** | 1970 | ...... | 2,601,018 | 46,015 | ........ | 536,575 | ........ | ........ | 3,183,608 | ........ | 3,183,608 |
| | | 1969 | ...... | 2,234,935 | 47,422 | ........ | 381,152 | ........ | ........ | 2,663,509 | ........ | 2,663,509 |
| **7116** | **Extension Agencies Reader Service** | 1970 | ...... | 5,106,482 | 69,720 | 7,100 | 1,202,222 | ........ | 400 | 6,385,924 | ........ | 6,385,924 |
| | | 1969 | ...... | 4,429,380 | 76,275 | 6,500 | 982,198 | ........ | 400 | 5,494,753 | ........ | 5,494,753 |
| **7117** | **Acquisition and Processing of Materials** | 1970 | ...... | 758,598 | 262,769 | ........ | ........ | ........ | ........ | 1,021,367 | ........ | 1,021,367 |
| | | 1969 | ...... | 733,210 | 285,991 | ........ | ........ | ........ | ........ | 1,019,201 | ........ | 1,019,201 |
| **7118** | **Operation and Maintenance of Buildings** | 1970 | ...... | 1,519,662 | 232,940 | ........ | 101,415 | ........ | ........ | 1,854,017 | 50,800 | 1,904,817 |
| | | 1969 | ...... | 1,428,748 | 265,810 | ........ | 98,953 | ........ | ........ | 1,793,511 | 59,200 | 1,852,711 |
| | **Loss and Cost in Collecting Taxes** | 1970 | ...... | ........ | ........ | ........ | ........ | ........ | 1,029,840 | 1,029,840 | ........ | 1,029,840 |
| | | 1969 | ...... | ........ | ........ | ........ | ........ | ........ | 720,000 | 720,000 | ........ | 720,000 |
| | **Totals** | 1970 | | $10,722,684 | $ 697,200 | $14,100 | 1,843,900 | ........ | $ 946,120 | $14,308,124 | $ 72,400 | $14,380,524 |
| | | 1969 | | $ 9,391,650 | $ 767,350 | $13,000 | $1,465,968 | $ 1,000 | $ 820,400 | $12,459,368 | $ 95,800 | $12,555,168 |

346-Library Fund-
Maintenance and Operation

## Library Fund—Maintenance and Operation—346 —*Continued*

### CHICAGO PUBLIC LIBRARY—Continued

### PERFORMANCE DATA

| | | WORK UNITS | | | | PERSONNEL | | | | | | OPERATING COSTS | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Number | | | Number | | Man-Hours | | Man-Hours Per-Unit | | Total for Year | | Av. Cost Per-Unit | |
| CODE | ACTIVITY AND SUB-ACTIVITY | Name | Est. 1970 | Budget 1969 | Act. 1968 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 |
| 7111 | **Administration:** | | | | | | | | | | | | | | |
| 7114 | **Central Library Reader Services:** | | | | | | | | | | | | | | |
| 02 | **Circulating reading materials** | Item circulated | 1,850,000 | 1,800,000 | 1,776,890 | ...... | ...... | ............ | ............ | ........ | ........ | ................ | ................ | ........ | ........ |
| 03 | **Providing reference and advisory assistance** | Question answered | 2,260,000 | 2,235,000 | 2,258,725 | ...... | ...... | ............ | ............ | ........ | ........ | ................ | ................ | ........ | ........ |
| 04 | **Providing lending service** | Issue and return | 3,600,000 | 3,600,000 | 3,553,780 | ...... | ...... | ............ | ............ | ........ | ........ | ................ | ................ | ........ | ........ |
| 05 | **Maintaining borrowers records** | Card | 780,000 | 795,000 | 775,986 | ...... | ...... | ............ | ............ | ........ | ........ | ................ | ................ | ........ | ........ |
| 7116 | **Extension Agencies Reader Service:** | | | | | | | | | | | | | | |
| 02 | **Circulating reading materials** | Item circulated | 8,100,000 | 7,800,000 | 7,931,960 | .......... | ...... | ............ | ............ | ........ | ........ | ................ | ................ | ........ | ........ |
| 03 | **Providing reference and advisory assistance** | Question answered | 1,850,000 | 1,680,000 | 1,826,858 | ...... | ...... | ............ | ............ | ........ | ........ | ................ | ................ | ........ | ........ |
| 04 | **Deposit service to outside agencies** | Item circulated | 600,000 | 645,000 | 597,262 | ...... | ...... | ............ | ............ | ........ | ........ | ................ | ................ | ........ | ........ |
| 05 | **Blind readers served** | Reader | 8,000 | 7,800 | 7,980 | ...... | ...... | ............ | ............ | ........ | ........ | ................ | ................ | ........ | ........ |
| 7117 | **Acquisition and Processing of Materials:** | | | | | | | | | | | | | | |
| 02 | **Acquiring and accessioning materials** | Item added | 655,000 | 580,000 | 654,227 | ...... | ...... | ............ | ............ | ........ | ........ | ................ | ................ | ........ | ........ |
| 03 | **Cataloging and preparation of books and other materials** | Title catalogued | 15,000 | 15,000 | 14,219 | ...... | ...... | ............ | ............ | ........ | ........ | ................ | ................ | ........ | ........ |
| 05 | **Binding and preparing books for use** | Volume rebound | 160,000 | 165,000 | 164,036 | ...... | ...... | ............ | ............ | ........ | ........ | ................ | ................ | ........ | ........ |

# NO. 9 LIBRARY FUND—MAINTENANCE AND OPERATION—346

## CHICAGO PUBLIC LIBRARY

**The Library Fund is for the maintenance and operation of the Chicago Public Library and its branches.**

| Code | | Amounts Appropriated |
|---|---|---|
| .005 | Salaries and Wages—on Payroll | $10,376,485. |
| .042 | For payment of the monthly single or individual employee premium rate and fifty percent of the monthly family premium rate for hospital and medical care | 346,199. |
| *7110.000 | **For Personal Services** | 10,722,684. |
| .125 | Office and Building Services | 9,000. |
| .128 | Fees and Services | 3,000. |
| .130 | Postage and Postal Charges | 48,400. |
| | Professional and Technical Services: | |
| .142 | Auditing | 7,600. |
| .145 | Legal | 3,900. |
| .148 | Testing and Inspecting | 500. |
| .150 | Publications | 23,500. |
| .152 | Advertising | 500. |
| .157 | Rental of Equipment and Services | 18,000. |
| .160 | Repair or Maintenance of Property | 25,800. |
| .162 | Repair or Maintenance of Equipment | 22,000. |
| .164 | Bookbinding | 275,500. |
| .169 | Technical Meeting Costs | 500. |
| .170 | Surety Bond Premiums | 250. |
| .172 | Insurance | 28,450. |
| .174 | Hauling | 8,000. |
| .175 | Transportation Charges | 100. |
| .176 | Maintenance and Operation—City owned Vehicles | 21,500. |
| .182 | Heat, Light and Power (Public) | 160,200. |
| .186 | Telephone | 40,500. |
| *7110.100 | **For Contractual Services** | 697,200. |
| .245 | Reimbursement to Travelers | 7,100. |
| .270 | Local Transportation | 7,000. |
| *7110.200 | **For Travel** | 14,100. |
| | Fuel: | |
| .312 | Coal | 14,300. |
| .314 | Fuel Oil | 30,300. |
| .320 | Gasoline | 6,800. |
| .340 | Materials and Supplies | 92,000. |
| .348 | Books and Related Materials | 1,540,000. |
| .350 | Stationery and Office Supplies | 160,500. |
| *7110.300 | **For Commodities** | 1,843,900. |

## CHICAGO PUBLIC LIBRARY—Continued

| Code | | Amounts Appropriated |
|---|---|---|
| .410 | Equipment for buildings | $ 500. |
| .422 | Office Machines | 10,500. |
| .423 | Communication Devices | 700. |
| .424 | Furniture and Furnishings | 48,100. |
| .440 | Machinery and Equipment | 2,200. |
| .450 | Vehicles | 10,400. |
| *7110.400 | **For Equipment** | 72,400. |
| *7110.956 | Bank Service Charges | 400. |
| | ***Total for Library— Maintenance and Operation** | $13,350,684. |
| *7110.960 | **Loss and Cost in Collecting Taxes** | 1,029,840. |
| | ***Total from Library Fund— Maintenance and Operation** | $14,380,524. |

## POSITIONS AND SALARIES

| Positions | No. | Rate |
|---|---|---|
| **Grade SR** | | |
| Part-time Hourly Employee | | |
| Library Aide; Library Page | | |
| Group A (first 6 months) | | $ 1.75h |
| Group B (next 6 months) | | 1.80h |
| Group C (after 1 year) | | 1.90h |
| **Grade 2** | | |
| Junior Library Clerk | | |
| Group A (first 12 months) | | 4,848. |
| Group B (next 12 months) | | 5,088. |
| Group C (next 12 months) | | 5,340. |
| Group D (next 12 months) | | 5,604. |
| Group E (minimum 12 months) | | 5,892. |
| Group F (after 6 years of continuous service) | | 6,180. |
| Group G (after 10 years of continuous service) | | 6,480. |
| Group H (after 16 years of continuous service) | | 6,804. |
| Group I (after 20 years of continuous service) | | 7,152. |
| Group J (after 25 years of continuous service) | | 7,500. |
| **Grade 3** | | |
| Multilith Operator | | |
| Group A (first 12 months) | | 5,088. |
| Group B (next 12 months) | | 5,340. |
| Group C (next 12 months) | | 5,640. |
| Group D (next 12 months) | | 5,892. |
| Group E (minimum 12 months) | | 6,180. |
| Group F (after 6 years of continuous service) | | 6,480. |
| Group G (after 10 years of continuous service) | | 6,804. |

346-Library Fund-
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## CHICAGO PUBLIC LIBRARY—Continued

## POSITIONS AND SALARIES—Continued

| Positions | No. | Rate |
|---|---|---|
| **Grade 3—Continued** | | |
| Group H (after 16 years of continuous service) ...... | | $ 7,152. |
| Group I (after 20 years of continuous service) ....... | | 7,500. |
| Group J (after 25 years of continuous service) ...... | | 7,872. |
| **Grade 4** | | |
| Senior Library Clerk | | |
| Library Assistant I | | |
| Group A (first 12 months) .......................... | | 5,340. |
| Group B (next 12 months) .......................... | | 5,604. |
| Group C (next 12 months) .......................... | | 5,892. |
| Group D (next 12 months) .......................... | | 6,180. |
| Group E (minimum 12 months) ...................... | | 6,480. |
| Group F (after 6 years of continuous service) ........ | | 6,804. |
| Group G (after 10 years of continuous service) ........ | | 7,152. |
| Group H (after 16 years of continuous service) ........ | | 7,500. |
| Group I (after 20 years of continuous service) ........ | | 7,872. |
| Group J (after 25 years of continuous service) ........ | | 8,268. |
| **Grade 5** | | |
| Senior Library Assistant ........................ | | |
| Group A (first 12 months) .......................... | | 5,604. |
| Group B (next 12 months) .......................... | | 5,892. |
| Group C (next 12 months) .......................... | | 6,180. |
| Group D (next 12 months) .......................... | | 6,480. |
| Group E (minimum 12 months) ...................... | | 6,804. |
| Group F (after 6 years of continuous service) ......... | | 7,152. |
| Group G (after 10 years of continuous service) ........ | | 7,500. |
| Group H (after 16 years of continuous service) ........ | | 7,872. |
| Group I (after 20 years of continuous service) ........ | | 8,268. |
| Group J (after 25 years of continuous service) ........ | | 8,688. |
| **Grade 7** | | |
| Principal Library Clerk | | |
| Library Assistant II | | |
| Group A (first 12 months) .......................... | | 6,480. |
| Group B (next 12 months) .......................... | | 6,804. |
| Group C (next 12 months) .......................... | | 7,152. |
| Group D (next 12 months) .......................... | | 7,500. |
| Group E (minimum 12 months) ...................... | | 7,872. |
| Group F (after 6 years of continuous service) ......... | | 8,268. |
| Group G (after 10 years of continuous service) ........ | | 8,688. |
| Group H (after 16 years of continuous service) ........ | | 9,120. |
| Group I (after 20 years of continuous service) ........ | | 9,564. |
| Group J (after 25 years of continuous service) ........ | | 10,056. |
| **Grade 6** | | |
| Library Technician | | |
| Group A (first 12 months) .......................... | | 6,180. |
| Group B (next 12 months) ......................... | | 6,480. |
| Entering level, applicant with a Bachelor's degree from an accredited college or university. | | |
| Group C (next 12 months) ......................... | | 6,804. |

## CHICAGO PUBLIC LIBRARY—Continued

## POSITIONS AND SALARIES—Continued

| Positions | No. | Rate |
|---|---|---|
| **Grade 6—Continued** | | |
| Group D (next 12 months) | | $ 7,152. |
| Group E (minimum 12 months) | | 7,500. |
| Group F (after 6 years of continuous service) | | 7,872. |
| Group G (after 10 years of continuous service) | | 8,268. |
| Group H (after 16 years of continuous service) | | 8,688. |
| Group I (after 20 years of continuous service) | | 9,120. |
| Group J (after 25 years of continuous service) | | 9,564. |
| **Grade 9** | | |
| Head Library Clerk | | |
| Bindery | | |
| Blind | | |
| Business | | |
| Lending | | |
| Maintenance | | |
| Personnel | | |
| Shipping | | |
| Supplies & Purchasing | | |
| Varitypist | | |
| Group A (first 12 months) | | 7,500. |
| Group B (next 12 months) | | 7,872. |
| Group C (next 12 months) | | 8,268. |
| Group D (next 12 months) | | 8,688. |
| Group E (minimum 12 months) | | 9,120. |
| Group F (after 6 years of continuous service) | | 9,564. |
| Group G (after 10 years of continuous service) | | 10,056. |
| Group H (after 16 years of continuous service) | | 10,560. |
| Group I (after 20 years of continuous service) | | 11,100. |
| Group J (after 25 years of continuous service) | | 11,652. |
| **Grade 10** | | |
| Administrative Assistant II Buyer II | | |
| Supervisor of Inventory Control I | | |
| Supervisor of Printing & Duplicating | | |
| Technical Processing Assistant | | |
| Group A (first 12 months) | | 8,268. |
| Group B (next 12 months) | | 8,688. |
| Group C (next 12 months) | | 9,120. |
| Group D (next 12 months) | | 9,564. |
| Group E (minimum 12 months) | | 10,056. |
| Group F (after 6 years of continuous service) | | 10,560. |
| Group G (after 10 years of continuous service) | | 11,100. |
| Group H (after 16 years of continuous service) | | 11,652. |
| Group I (after 20 years of continuous service) | | 12,240. |
| Group J (after 25 years of continuous service) | | 12,840. |
| **Grade 11** | | |
| Library Accounting Clerk | | |
| Group A (first 12 months) | | 9,120. |
| Group B (next 12 months) | | 9,564. |
| Group C (next 12 months) | | 10,056. |

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Maintenance and Operation

## CHICAGO PUBLIC LIBRARY—Continued

## POSITIONS AND SALARIES—Continued

| Positions | No. | Rate |
|---|---|---|
| **Grade 11—Continued** | | |
| Group D (next 12 months) | | $ 10,560. |
| Group E (minimum 12 months) | | 11,100. |
| Group F (after 6 years of continuous service) | | 11,652. |
| Group G (after 10 years of continuous service) | | 12,240. |
| Group H (after 16 years of continuous service) | | 12,840. |
| Group I (after 20 years of continuous service) | | 13,476. |
| Group J (after 25 years of continuous service) | | 14,148. |
| **Grade 13** | | |
| Chief Graphic Artist | | |
| Technical Writer | | |
| Group A (first 12 months) | | 11,100. |
| Group B (next 12 months) | | 11,652. |
| Group C (next 12 months) | | 12,240. |
| Group D (next 12 months) | | 12,840. |
| Group E (minimum 12 months) | | 13,476. |
| Group F (after 6 years of continuous service) | | 14,148. |
| Group G (after 10 years of continuous service) | | 14,856. |
| Group H (after 16 years of continuous service) | | 15,600. |
| Group I (after 20 years of continuous service) | | 16,380. |
| Group J (after 25 years of continuous service) | | 17,220. |
| **Grade G-8** | | |
| Library Business Manager | | |
| Library Personnel Manager | | |
| Group A | | 15,600. |
| Group B | | 16,380. |
| Group C | | 17,220. |
| Group D | | 18,084. |
| Group E | | 18,984. |
| Group F | | 19,932. |
| Group G | | 20,928. |
| Group H | | 21,984. |
| **Grade 8** | | |
| Librarian Trainee | | |
| Group A (first 12 months) | | 6,804. |
| Entering level, Librarian Trainee, just entering an accredited Library School (minimum qualifications) | | |
| Group B (next 12 months) | | 7,152. |
| Entering level, Librarian Trainee, who has completed three (3) Library School courses | | |
| Group C (next 12 months) | | 7,500. |
| Entering level, Librarian Trainee, who has completed six (6) Library School courses | | |
| Group D (next 12 months) | | 7,872. |
| Group E (minimum 12 months) | | 8,268. |
| Group F (after 6 years of continuous service) | | 8,688. |
| Group G (after 10 years of continuous service) | | 9,120. |
| Group H (after 16 years of continuous service) | | 9,564. |
| Group I (after 20 years of continuous service) | | 10,056. |
| Group J (after 25 years of continuous service) | | 10,560. |

## CHICAGO PUBLIC LIBRARY—Continued
## POSITIONS AND SALARIES—Continued

| Positions | No. | Rate |
|---|---|---|
| **Grade G-2** | | |
| Community Coordinator | | |
| **Librarian I** | | |
| Adult Service | | |
| Children's Service | | |
| Foreign Language Service | | |
| Technical Processes | | |
| Branch Librarian (Grade IV) | | |
| Children's Librarian (Grade IV) | | |
| Principal Foreign Language Assistant | | |
| Principal Library Assistant | | |
| Principal Reference Librarian | | |
| Group A | | $ 8,688. |
| Entering level, applicant with a Bachelor's degree with a major in Library Science from an accredited Library School, plus 2 years of professional experience, or a master's degree from an accredited Library School | | |
| Group B | | 9,120. |
| Entering level, applicant with a master's degree in Library Science plus 2 years of professional experience | | |
| Group C | | 9,564. |
| Group D | | 10,056. |
| Group E | | 10,560. |
| Group F | | 11,100. |
| Group G | | 11,652. |
| **Grade G-3** | | |
| **Librarian II** | | |
| Central Library Service | | |
| Central Library Service | | |
| Head Assistant-Art | | |
| Branch Library Service | | |
| Children's Librarian | | |
| Technical Processes | | |
| Technical Processes | | |
| Book Selection | | |
| Branch Librarian (Grade V) | | |
| Children's Librarian (Grade V) | | |
| Head Library Assistant | | |
| Head Reference Librarian | | |
| Group A | | 9,564. |
| Group B | | 10,056. |
| Group C | | 10,560. |
| Group D | | 11,100. |
| Group E | | 11,652. |
| Group F | | 12,240. |
| Group G | | 12,840. |
| **Grade G-4** | | |
| **Accountant III** | | |
| **Librarian III** | | |
| Administration | | |
| Administrative Assistant | | |
| Personnel | | |
| Branch Librarian | | |
| Children's Librarian | | |
| Children's Librarian—Central Library | | |
| Newspaper Service | | |
| Popular Library | | |
| Service to the Blind | | |
| Visual Materials Center | | |
| Department Heads | | |
| Deposits | | |
| Publications | | |
| Branch Librarian (Grade VI) | | |
| Division Chief-Deposits Department | | |

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Maintenance and Operation

## CHICAGO PUBLIC LIBRARY—Continued

## POSITIONS AND SALARIES—Continued

| Positions | No. | Rate |
|---|---|---|
| **Grade G-4—Continued** | | |
| Group A | | $ 10,560. |
| Group B | | 11,100. |
| Group C | | 11,652. |
| Group D | | 12,240. |
| Group E | | 12,840. |
| Group F | | 13,476. |
| Group G | | 14,148. |
| Group H | | 14,856. |
| **Grade G-5** | | |
| **Librarian IV** | | |
| Children's Librarian | | |
| Division Chief | | |
| Accessions | | |
| Applied Science & Technology | | |
| Art | | |
| Bindery | | |
| Catalog | | |
| Education | | |
| History & Travel | | |
| Humanities | | |
| Lending | | |
| Music | | |
| Natural Sciences & Useful Arts | | |
| Public Relations | | |
| Reference | | |
| Social Sciences & Business | | |
| Regional Branch Librarian | | |
| Branch Librarian (Grade VI) | | |
| Chief, Public Relations | | |
| Group A | | 11,652. |
| Group B | | 12,240. |
| Group C | | 12,840. |
| Group D | | 13,476. |
| Group E | | 14,148. |
| Group F | | 14,856. |
| Group G | | 15,600. |
| Group H | | 16,380. |
| **Grade G-8** | | |
| Librarian V | | |
| Assistant Librarian | | |
| Acquisition & Preparation | | |
| Branches & Extension | | |
| Central Library | | |
| Children's Service | | |
| Program Planning and Evaluation | | |
| Regional Library Centers | | |
| Group A | | 15,600. |
| Group B | | 16,380. |
| Group C | | 17,220. |
| Group D | | 18,084. |
| Group E | | 18,984. |

## CHICAGO PUBLIC LIBRARY—Continued

## POSITIONS AND SALARIES—Continued

| Positions | No. | Rate |
|---|---|---|
| **Grade G-8—Continued** | | |
| Group F | | $ 19,932. |
| Group G | | 20,928. |
| Group H | | 21,984. |
| **Grade G-10** | | |
| Deputy Librarian | | |
| Group A | | 18,984. |
| Group B | | 19,932. |
| Group C | | 20,928. |
| Group D | | 21,984. |
| Group E | | 23,076. |
| Group F | | 24,228. |
| Group G | | 25,452. |
| Group H | | 26,724. |
| Chief Librarian | 1 | 32,500. |
| **MAINTENANCE DIVISION** | | |
| **Central Library** | | |
| Chief Operating Engineer | 1 | 1,376.00m |
| (Effective July 1) | | 1,474.00m |
| Assistant Chief Operating Engineer | 1 | 1,261.00m |
| (Effective July 1) | | 1,350.00m |
| Operating Engineer, Group A | 2 | 1,146.50m |
| (Effective July 1) | | 1,228.50m |
| Window Washer | 3 | 662.00m |
| Foreman of Motor Truck Drivers | 1 | 900.00m |
| Motor Truck Driver | 16 | 814.00m |
| Janitor (Custodian) | 2 | 910.00m |
| Janitor (Assistant Custodian) | 1 | 758.00m |
| Janitor (Foreman) | 1 | 710.00m |
| Janitor | 33 | 630.00m |
| Janitress (Matron) | 1 | 580.00m |
| Janitress | 3 | 555.00m |
| Library Guard | 35 | 587.00m |
| Stationary Fireman | 4 | 4.80h |
| (Effective July 1) | | 5.40h |
| Coal Passer | 1 | 4.55h |
| (Effective July 1) | | 5.08h |
| Carpenter | 3 | 6.05h |
| Marble Cleaner | 1 | 5.20h |

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Maintenance and Operation

## CHICAGO PUBLIC LIBRARY—Continued

## POSITIONS AND SALARIES—Continued

| Positions | No. | Rate |
|---|---|---|
| **Branch Libraries** | | |
| Janitor (Custodian) | 1 | $ 910.00m |
| Janitor | 2 | 827.00m |
| Janitor | 2 | 776.50m |
| Janitor | 5 | 758.00m |
| Janitor | 4 | 710.00m |
| Janitor | 1 | 699.00m |
| Janitor | 18 | 678.00m |
| Janitor | 19 | 630.00m |
| **Part-time Janitors and Janitresses** | | |
| Janitor | 3 | 287.00m |
| Janitor - Janitress | 5 | 276.00m |
| Janitor | 7 | 241.00m |
| Janitor | 6 | 232.00m |
| Janitor | 35 | 205.00m |

350-Municipal Tuberculosis Sanitarium Fund

# MUNICIPAL TUBERCULOSIS SANITARIUM

## DISTRIBUTION OF APPROPRIATIONS BY ORGANIZATIONAL ACTIVITIES

| CODE | ORGANIZATIONAL ACTIVITY | Year | Number of Positions | Personal Services | Contractual Services | Travel | Commodities | Contingencies | Specific Purposes | Total Operating Expense | Capital Outlay | Total Appropriation |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 3211 | **Administration** | 1970 | 42 | $ 612,974 | $ 51,600 | $ 1,200 | $ 3,000 | $ 800 | $ 24,000 | $ 693,574 | $ 2,000 | $ 695,574 |
| | | 1969 | 43 | 499,095 | 50,400 | 2,400 | 4,000 | 800 | 24,000 | 580,695 | 4,000 | 584,695 |
| 3212 | **In-patient Care and Treatment** | 1970 | 710 | 5,943,028 | 190,200 | 200 | 830,800 | ........ | 300 | 6,964,528 | 107,000 | 7,071,528 |
| | | 1969 | 762 | 5,791,545 | 187,500 | 100 | 920,000 | ........ | 300 | 6,899,445 | 90,000 | 6,989,445 |
| 3214 | **Out-patient Treatment and Control** | 1970 | 223 | 1,953,422 | 97,400 | 5,200 | 241,200 | ........ | 300 | 2,297,522 | 376,000 | 2,673,522 |
| | | 1969 | 233 | 1,988,407 | 103,300 | 4,100 | 212,000 | ........ | 300 | 2,308,107 | 178,565 | 2,486,672 |
| 3216 | **Outside Institutional Treatment** | 1970 | .... | ........ | 800 | ........ | ........ | ........ | ........ | 800 | ........ | 800 |
| | | 1969 | .... | ........ | 800 | ........ | ........ | ........ | ........ | 800 | ........ | 800 |
| | **Total Operating Expenses** | 1970 | 975 | $8,509,424 | $ 340,000 | $ 6,600 | $1,075,000 | $ 800 | $ 24,600 | $9,956,424 | $ 485,000 | $10,441,424 |
| | | 1969 | 1,038 | $8,279,047 | $ 342,000 | $ 6,600 | $1,136,000 | $ 800 | $ 24,600 | $9,789,047 | $ 272,565 | $10,061,612 |
| | **Total for Municipal Tuberculosis Sanitarium—Loss and Cost in Collecting Taxes** | 1970 | .... | ........ | ........ | ........ | ........ | ........ | ........ | ........ | ........ | 675,000 |
| | | 1969 | .... | ........ | ........ | ........ | ........ | ........ | ........ | ........ | ........ | 600,000 |
| | **Totals** | 1970 | | | | | | | | | | $11,116,424 |
| | | 1969 | | | | | | | | | | $10,661,612 |

## PERFORMANCE DATA

| | | WORK UNITS | | | | PERSONNEL | | | | | | OPERATING COSTS | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Number | | | Number | | Man-Hours | | Man-Hours Per-Unit | | Total for Year | | Av. Cost Per-Unit | |
| CODE | ACTIVITY AND SUB-ACTIVITY | Name | Est. 1970 | Budget 1969 | Act. 1968 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 |
| 3211 | Administration | | ........ | ........ | ........ | 42 | 43 | 81,900 | 83,850 | ........ | ........ | $ 693,574 | $ 580,695 | ........ | ........ |
| 3212 | **In-patient Care and Treatment** | Patient-day | 203,670 | 237,250 | 239,760 | 710 | 762 | 1,432,090 | 1,537,448 | 7.03 | 6.48 | 6,964,528 | 6,899,445 | $34.19 | $29.08 |
| 3214 | **Out-patient Treatment and Control** | Patient-visit | 630,000 | 650,000 | 628,433 | 223 | 233 | 405,470 | 423,670 | .64 | .65 | 2,297,522 | 2,308,107 | 3.80 | 3.55 |
| 3216 | **Outside Institutional Treatment** | Patient-day | ........ | ........ | ........ | .... | .... | ........ | ........ | ........ | ........ | 800 | 800 | ........ | ........ |
| | **Total** | | | | | 975 | 1,038 | 1,919,460 | 2,044,968 | | | $9,956,424 | $9,789,047 | | |

## NO. 10 MUNICIPAL TUBERCULOSIS SANITARIUM FUND—350

### MUNICIPAL TUBERCULOSIS SANITARIUM

This fund is for the treatment and care of persons afflicted with tuberculosis. It is under the direction of a Board appointed by the Mayor with the approval of the City Council.

The State makes contributions for the needs of this fund in excess of the amount available under the maximum tax levy under prescribed limitations.

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| Code | | Amounts Appropriated |
|---|---|---|
| .005 | Salaries and Wages—on Payroll | $ 8,159,720. |
| .010 | Salaries and Wages—on Voucher | 36,000. |
| .015 | Schedule Salary Adjustments | 56,374. |
| .035 | Adjustment in Salaries of Transferred, Reinstated, Promoted, Demoted and Reclassified Employes and Employes hired above the first step | 2,000. |
| .040 | Adjustment to Prevailing Rates of Per Diem Employes | 3,730. |
| .042 | For payment of the monthly single or individual employee premium rate and fifty percent of the monthly family premium rate for hospital and medical care | 218,600. |
| .044 | For the employment of students as trainees | 10,000. |
| .097 | Uniform Allowance—Nurses | 20,000. |
| .099 | Uniform Allowance for Cooks | 3,000. |
| *3210.000 | **For Personal Services** | 8,509,424. |
| | | |
| .120 | Institutional Care | 800. |
| .125 | Office and Building Services | 14,800. |
| .128 | Fees and Services | 600. |
| .130 | Postage and Postal Charges | 28,000. |
| | Professional and Technical Services: | |
| .142 | Auditing | 8,000. |
| .145 | Legal (opinions on tax anticipation warrants) | 3,000. |
| .149 | Other Professional and Technical Services | 17,000. |
| .152 | Advertising | 1,000. |
| .155 | Rental of Property | 5,400. |
| .157 | Rental of Equipment and Services | 7,600. |
| .160 | Repair or Maintenance of Property | 82,000. |
| .162 | Repair or Maintenance of Equipment | 20,000. |
| .164 | Bookbinding | 2,000. |
| .166 | Subscriptions and Dues | 3,000. |
| .169 | Technical Meeting Costs | 2,700. |
| .172 | Insurance | 17,800. |
| .174 | Hauling | 1,800. |
| .175 | Transportation Charges (Exclusive of Travel) | 1,500. |
| .176 | Maintenance and Operation—City Owned Vehicles | 4,000. |
| .182 | Heat, Light and Power (Public) | 86,000. |
| .186 | Telephone | 33,000. |
| *3210.100 | **For Contractual Services** | 340,000. |
| | | |
| .224 | Automobile Allowance—mileage basis | 1,100. |
| .228 | Automobile Allowance—schedule rate | 4,000. |
| .245 | Reimbursement to Travelers | 1,000. |
| .270 | Local Transportation | 500. |
| *3210.200 | **For Travel** | 6,600. |

## Municipal Tuberculosis Sanitarium—*Continued*

| Code | | Amounts Appropriated |
|---|---|---|
| .314 | Fuel Oil | $ 54,000. |
| .320 | Gasoline | 6,600. |
| .330 | Food | 396,000. |
| .340 | Material and Supplies | 170,000. |
| .342 | Drug, Medical and Chemical Materials and Supplies | 310,000. |
| .343 | X-Ray Supplies | 90,000. |
| .345 | Apparatus and Instruments | 6,000. |
| .348 | Books and Related Materials | 4,400. |
| .350 | Stationery and Office Supplies | 30,000. |
| .360 | Repair Parts and Materials | 5,300. |
| .370 | Small Tools (Unit Value not Exceeding $10.00) | 1,500. |
| .375 | Tools (Unit Value over $10.00) | 1,200. |
| *3210.300 | **For Commodities** | 1,075,000. |
| .410 | Equipment for Buildings | 10,000. |
| .422 | Office Machines | 10,000. |
| .424 | Furniture and Furnishings | 16,000. |
| .440 | Machinery and Equipment | 22,000. |
| .445 | Technical and Scientific Equipment | 75,000. |
| .450 | Vehicles | 12,000. |
| *3210.400 | **For Equipment** | 145,000. |
| .540 | Erection of New Clinic | 300,000. |
| *3210.500 | **For Permanent Improvements** | 300,000. |
| | Land: | |
| .610 | Acquisition for New Clinic | 40,000. |
| *3210.600 | **For Land** | 40,000. |
| *3210.700 | **For Contingencies** | 800. |
| *3210.930 | General Assistance for the Needy | 600. |
| *3210.936 | Claims under Workmen's Compensation Act | 24,000. |
| | ***Total for Municipal Tuberculosis Sanitarium** | $10,441,424. |
| *3210.960 | **Loss and Cost in Collecting of Taxes** | 675,000. |
| | ***Total from Municipal Tuberculosis Sanitarium Fund** | $11,116,424. |

## Municipal Tuberculosis Sanitarium—*Continued*

**When authorized at the discretion of the Board of Directors, all employes under this fund are to receive one meal daily for each day worked at the Sanitarium.**

The salaries and wage rates listed under this fund are without any deductions for full maintenance. If full maintenance is given, the rate of pay shall be reduced by $55.00 per month; provided that for these positions specifying that full maintenance for self and family is allowed, there shall be no deductions.

**It is provided hereby that Attendants, Hospital Helpers, and Scrubwomen may be employed on a part time basis (half-day or shift), and that when so employed the amount of wages or salaries paid shall be computed at one-half of the regular monthly or annual salary or wage rate.**

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### POSITIONS AND SALARIES

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **ADMINISTRATION—3211** | | |
| | **ADMINISTRATIVE** | | |
| 3330 | Medical Director MTS (full maintenance for self and family) | 1 | $ 28,680. |
| 9653 | General Superintendent MTS (full maintenance for self and family) | 1 | 27,000. |
| 0319 | Assistant to General Superintendent | 1 | 11,100. |
| 0302 | Administrative Assistant II | 1 | 11,652. |
| 0301 | Administrative Assistant I | 1 | 8,268. |
| 1511 | Buyer I | 1 | 10,560. |
| 0805 | Secretary | 1 | 8,688. |
| 0846 | Medical Stenographer | 1 | 7,872. |
| | Schedule Salary Adjustments | | 614. |
| | | 8 | 114,434. |
| | **ACCOUNTING** | | |
| 0156 | Comptroller (MTS) | 1 | 21,984. |
| 0104 | Accountant IV | 1 | 13,476. |
| 0102 | Accountant II | 1 | 11,100. |
| 0101 | Accountant I | 1 | 8,688. |
| 0147 | Principal Account Clerk | 1 | 9,120. |
| 0147 | Principal Account Clerk | 1 | 8,688. |
| 0147 | Principal Account Clerk | 1 | 6,804. |
| 0421 | Principal Clerk | 1 | 9,120. |
| 0403 | Senior Clerk | 2 | 5,340. |
| 0401 | Junior Clerk | 1 | 4,848. |
| 0625 | Mechanical Records Clerk II | 1 | 6,180. |
| 0823 | Senior Stenographer | 1 | 5,604. |
| | Schedule Salary Adjustments | | 654. |
| | | 13 | 116,946. |
| | **PAYROLL** | | |
| 0302 | Administrative Assistant II | 1 | 12,240. |
| 0147 | Principal Account Clerk | 1 | 9,120. |
| 0421 | Principal Clerk | 1 | 8,688. |
| 0403 | Senior Clerk | 2 | 7,152. |
| 0403 | Senior Clerk | 1 | 6,804. |
| 0401 | Junior Clerk | 1 | 5,088. |
| | Schedule Salary Adjustments | | 346. |
| | | 7 | 56,590. |

## Municipal Tuberculosis Sanitarium—*Continued*

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **COST AND INVENTORY CONTROL** | | |
| 1850 | Supervisor of Inventory Control I | 1 | $ 9,564. |
| 0108 | Principal Bookkeeper | 1 | 8,268. |
| 0403 | Senior Clerk | 1 | 7,500. |
| 0403 | Senior Clerk | 1 | 7,152. |
| | Schedule Salary Adjustments | | 352. |
| | | 4 | 32,836. |
| | **POST OFFICE** | | |
| 0403 | Senior Clerk | 1 | 6,804. |
| 0401 | Junior Clerk | 1 | 5,892. |
| | Schedule Salary Adjustments | | 116. |
| | | 2 | 12,812. |
| | **TELEPHONE** | | |
| 0685 | Assistant Chief Telephone Operator | 1 | 9,120. |
| 0683 | Telephone Operator | 2 | 6,480. |
| 0683 | Telephone Operator | 1 | 6,180. |
| | Vacation Relief | | 1,500. |
| | Schedule Salary Adjustments | | |
| | | 4 | 29,760. |
| | **STOREROOM** | | |
| 1817 | Head Storekeeper | 1 | 11,652. |
| 1805 | Stockhandler | 1 | 7,872. |
| 1805 | Stockhandler | 2 | 5,604. |
| | Schedule Salary Adjustments | | 264. |
| | | 4 | 30,996. |
| | Total for Administration | 42 | 394,374. |
| | **IN-PATIENT CARE AND TREATMENT—3212**<br>**SANITARIUM** | | |
| | **MEDICAL SERVICE** | | |
| 3381 | Chief Physician (Tuberculosis) | 1 | 27,252. |
| 3331 | Assistant Chief Physician (TB) and Associate Chief of Medicine | 1 | 26,604. |
| 3379 | Assistant Chief Physician (Tuberculosis) | 1 | 26,604. |
| 3379 | Assistant Chief Physician (Tuberculosis) | 1 | 24,708. |
| 3378 | Principal Physician (Tuberculosis) | 4 | 24,708. |
| 3378 | Principal Physician (Tuberculosis) | 3 | 22,404. |
| 3378 | Principal Physician (Tuberculosis) | 4 | 21,336. |
| 3316 | Attending Physician—Night | (4,380h) | 6.00h |
| 3361 | Attending Physician | (20v) | 35.00v |
| 3342 | Consulting Physician | (450v) | 50.00v |
| 3152 | Optometrist | (84v) | 25.00v |
| 3312 | Physician Aide | 2 | 7,500. |
| 3312 | Physician Aide | 1 | 6,180. |
| | Schedule Salary Adjustments | | 3,616. |
| | | 18 | 432,932. |

**350-Municipal Tuberculosis Sanitarium Fund**

## Municipal Tuberculosis Sanitarium—*Continued*

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **IN-PATIENT CARE AND TREATMENT—** | | |
| | **3212—SANITARIUM—Continued** | | |
| | **SURGICAL SERVICE** | | |
| 3382 | Chief Physician (Thoracic Surgery) (PT-A) | 1 | $ 21,792. |
| 3379 | Assistant Chief Physician (Tuberculosis) (PT-A) | 1 | 21,276. |
| 3318 | Resident Physician (Tuberculosis) | 3 | 7,152. |
| 3361 | Attending Physician | (180v) | 35.00v |
| 3342 | Consulting Physician | (160v) | 50.00v |
| 3136 | Cardio-pulmonary Technologist III | 1 | 11,652. |
| 3139 | Cardio-pulmonary Technologist I | 1 | 6,804. |
| 3139 | Cardio-pulmonary Technologist I | 1 | 6,180. |
| 3141 | Cardio-pulmonary Technologist Trainee | 1 | 5,340. |
| 3131 | Inhalation Therapy Technician | 2 | 5,604. |
| 3610 | Nurse Anesthetist | 1 | 12,876. |
| 3618 | Supervisor of Nurses | 1 | 12,876. |
| 3616 | Head Nurse | 1 | 12,264. |
| 3674 | Surgical Nurse | 1 | 12,264. |
| 3674 | Surgical Nurse | 1 | 11,688. |
| 3674 | Surgical Nurse | 2 | 10,608. |
| 3621 | Hospital Nurse Aide | 2 | 5,604. |
| 0846 | Medical Stenographer | 1 | 7,872. |
| | Schedule Salary Adjustments | | 1,529. |
| | | 21 | 223,801. |
| | **RADIOLOGY** | | |
| 3380 | Chief Physician (Radiology) | 1 | 27,252. |
| 3169 | Medical X-Ray Technician II | 1 | 12,240. |
| 3167 | Medical X-Ray Technician I | 1 | 7,500. |
| 3165 | Senior X-Ray Technician | 1 | 8,268. |
| 3165 | Senior X-Ray Technician | 1 | 7,500. |
| 3163 | Junior X-Ray Technician | 1 | 5,604. |
| 0419 | Records Custodian | 1 | 6,180. |
| 3621 | Hospital Nurse Aide | 2 | 5,604. |
| 3342 | Consulting Physician | (45v) | 50.00v |
| | Vacation Relief | | 1,800. |
| | Schedule Salary Adjustments | | 504. |
| | | 9 | 90,306. |

## Municipal Tuberculosis Sanitarium—*Continued*

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **NURSING SERVICE ADMINISTRATIVE** | | |
| 3626 | Director of Nursing | 1 | $ 15,636. |
| 3618 | Supervisor of Nurses | 1 | 12,876. |
| 3616 | Head Nurse | 1 | 12,264. |
| 3615 | Hospital Nurse | 1 | 11,136. |
| 3621 | Hospital Nurse Aide | 2 | 5,604. |
| 3621 | Hospital Nurse Aide | 1 | 4,848. |
| | Schedule Salary Adjustments | | 414. |
| | | 7 | 68,382. |
| | **NURSING** | | |
| 3618 | Supervisor of Nurses | 2 | 12,876. |
| 3618 | Supervisor of Nurses | 1 | 9,624. |
| 3616 | Head Nurse | 4 | 12,264. |
| 3616 | Head Nurse | 4 | 11,688. |
| 3616 | Head Nurse | 2 | 11,136. |
| 3616 | Head Nurse | 1 | 9,624. |
| 3616 | Head Nurse | 1 | 9,168. |
| 3615 | Hospital Nurse | 12 | 11,136. |
| 3615 | Hospital Nurse | 3 | 10,608. |
| 3615 | Hospital Nurse | 2 | 10,104. |
| 3615 | Hospital Nurse | 3 | 9,624. |
| 3615 | Hospital Nurse | 2 | 9,168. |
| 3615 | Hospital Nurse | 1 | 8,736. |
| 3615 | Hospital Nurse | 9 | 8,328. |
| 3615 | Hospital Nurse | (4,000h) | 4.57h |
| 3620 | Hospital Licensed Practical Nurse | 1 | 7,872. |
| 3620 | Hospital Licensed Practical Nurse | 7 | 7,500. |
| 3620 | Hospital Licensed Practical Nurse | 8 | 7,152. |
| 3620 | Hospital Licensed Practical Nurse | 3 | 6,804. |
| 3620 | Hospital Licensed Practical Nurse | 15 | 6,480. |
| 3620 | Hospital Licensed Practical Nurse | 13 | 6,180. |
| 3620 | Hospital Licensed Practical Nurse | (1,000h) | 3.39h |
| 3621 | Hospital Nurse Aide | 34 | 5,604. |
| 3621 | Hospital Nurse Aide | 1 | 5,340. |
| 3621 | Hospital Nurse Aide | 12 | 5,088. |
| 3621 | Hospital Nurse Aide | 36 | 4,848. |
| 3621 | Hospital Nurse Aide | 10 | 4,620. |
| 3622 | Hospital Aide (Male) | 4 | 5,340. |
| 3622 | Hospital Aide (Male) | 1 | 5,088. |
| 3622 | Hospital Aide (Male) | 3 | 4,848. |
| 3622 | Hospital Aide (Male) | 5 | 4,620. |
| 2661 | Barber | 1 | 357.50m |
| | Schedule Salary Adjustments | | 18,543. |
| | | 201 | 1,390,603. |

## Municipal Tuberculosis Sanitarium—*Continued*

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **CENTRAL SUPPLY** | | |
| 3616 | Head Nurse | 1 | $ 9,168. |
| 3621 | Hospital Nurse Aide | 4 | 5,604. |
| | Schedule Salary Adjustments | | |
| | | 5 | 31,584. |
| | **PHARMACY** | | |
| 3126 | Director of Drugs and Biologics | 1 | 12,840. |
| 3117 | Pharmacist | 1 | 10,560. |
| 9438 | Hospital Maintenance Man | 1 | 629.00m |
| | Schedule Salary Adjustments | | |
| | | 3 | 30,948. |
| | **DENTAL** | | |
| 3212 | Senior Dentist (PT-B) | 2 | 8,340. |
| 0401 | Junior Clerk | 1 | 5,340. |
| | Schedule Salary Adjustments | | 191. |
| | | 3 | 22,211. |
| | **MEDICAL RECORDS AND CLERICAL** | | |
| 0549 | Medical Records Librarian | 1 | 12,240. |
| 1740 | Registrar | 1 | 7,872. |
| 0421 | Principal Clerk | 1 | 8,688. |
| 0403 | Senior Clerk | 1 | 6,804. |
| 0403 | Senior Clerk | 1 | 5,892. |
| 0401 | Junior Clerk | 1 | 5,604. |
| 0401 | Junior Clerk | 1 | 5,088. |
| 0846 | Medical Stenographer | 1 | 7,152. |
| 0846 | Medical Stenographer | 1 | 6,804. |
| 0846 | Medical Stenographer | 1 | 6,180. |
| 0825 | Principal Stenographer | 1 | 9,564. |
| 0823 | Senior Stenographer | 1 | 5,604. |
| 0836 | Senior Typist | 1 | 7,152. |
| | Schedule Salary Adjustments | | 1,376. |
| | | 13 | 96,020. |
| | **SOCIAL SERVICE** | | |
| 3596 | Medical Social Worker III | 1 | 14,856. |
| 3595 | Medical Social Worker II | 1 | 11,652. |
| 3594 | Medical Social Worker I | 1 | 10,560. |
| 3594 | Medical Social Worker I | 2 | 9,564. |
| 3574 | Social Work Assistant | 1 | 7,500. |
| 0825 | Principal Stenographer | 1 | 7,152. |
| 0823 | Senior Stenographer | 1 | 6,180. |
| | Schedule Salary Adjustments | | 753. |
| | | 8 | 77,781. |

## Municipal Tuberculosis Sanitarium—*Continued*
### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **EMPLOYES' HEALTH CENTER** | | |
| 3378 | Principal Physician (Tuberculosis) (PT-B) .. | 1 | $ 12,948. |
| 3615 | Hospital Nurse .......................... | 1 | 10,608. |
| 3620 | Hospital Licensed Practical Nurse ........... | 1 | 6,480. |
| | Schedule Salary Adjustments ............... | | |
| | | 3 | 30,036. |
| | **VOCATIONAL REHABILITATION** | | |
| 3553 | Rehabilitation Coordinator ................ | 1 | 12,840. |
| 3509 | Occupational Therapist II ................. | 1 | 11,652. |
| 3508 | Occupational Therapist I .................. | 1 | 9,564. |
| 3508 | Occupational Therapist I .................. | 1 | 8,688. |
| 3504 | Occupational Therapy Aide ................ | 1 | 6,180. |
| 3587 | Supervisor of Vocational Counseling......... | 1 | 11,100. |
| 3586 | Vocational Counselor ...................... | 1 | 8,268. |
| 3586 | Vocational Counselor ...................... | 1 | 7,872. |
| 3588 | Vocational Teacher ........................ | 1 | 11,100. |
| 3588 | Vocational Teacher ........................ | 1 | 8,688. |
| 3588 | Vocational Teacher ........................ | 2 | 7,872. |
| 0537 | Senior Library Clerk....................... | 1 | 5,604. |
| 0401 | Junior Clerk ............................ | 1 | 6,180. |
| 0401 | Junior Clerk ............................ | 1 | 5,088. |
| | Schedule Salary Adjustments ............. | | 1,422. |
| | | 15 | 129,990. |
| | **LABORATORY** | | |
| 3357 | Chief Pathologist and Associate Medical Director ...................... | 1 | 27,252. |
| 5522 | Chemist II .............................. | 1 | 11,100. |
| 5521 | Chemist I ............................... | 1 | 10,056. |
| 3104 | Bacteriologist IV ......................... | 1 | 15,600. |
| 3103 | Bacteriologist III ......................... | 1 | 11,652. |
| 3102 | Bacteriologist II ......................... | 1 | 9,564. |
| 3101 | Bacteriologist I .......................... | 1 | 10,560. |
| 3101 | Bacteriologist I .......................... | 1 | 8,688. |
| 3140 | Medical Technologist IV .................. | 1 | 13,476. |
| 3134 | Medical Technologist II .................... | 1 | 11,652. |
| 3134 | Medical Technologist II..................... | 2 | 11,100. |
| 3134 | Medical Technologist II .................... | 1 | 9,120. |
| 3133 | Medical Technologist I .................... | 3 | 10,560. |
| 3133 | Medical Technologist I...................... | 3 | 10,056. |
| 3133 | Medical Technologist I .................... | 4 | 9,120. |
| 3133 | Medical Technologist I...................... | 1 | 8,268. |
| 3133 | Medical Technologist I .................... | 1 | 7,872. |
| 0501 | Librarian I .............................. | 1 | 10,560. |
| 3143 | Autopsy Assistant ........................ | 1 | 8,688. |
| 3130 | Laboratory Technician III ................. | 1 | 8,268. |
| 3130 | Laboratory Technician III ................. | 1 | 7,500. |
| 3130 | Laboratory Technician III ................. | 1 | 6,804. |
| 3129 | Laboratory Technician II .................. | 2 | 8,268. |
| 3129 | Laboratory Technician II .................. | 2 | 7,872. |
| 3129 | Laboratory Technician II .................. | 1 | 7,152. |
| 3129 | Laboratory Technician II .................. | 1 | 6,180. |

## Municipal Tuberculosis Sanitarium—*Continued*
### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **LABORATORY—Continued** | | |
| 3128 | Laboratory Technician I | 1 | $ 8,268. |
| 3128 | Laboratory Technician I | 2 | 7,872. |
| 3128 | Laboratory Technician I | 1 | 7,500. |
| 3128 | Laboratory Technician I | 2 | 6,480. |
| 3128 | Laboratory Technician I | 2 | 6,180. |
| 3128 | Laboratory Technician I | 2 | 5,604. |
| 3127 | Laboratory Helper | 1 | 5,088. |
| 3127 | Laboratory Helper | 1 | 4,848. |
| 0401 | Junior Clerk | 1 | 5,340. |
| 0825 | Principal Stenographer | 1 | 9,564. |
| 0821 | Junior Stenographer | 1 | 5,340. |
| 0656 | Medical Photographer | 1 | 9,120. |
| 9438 | Hospital Maintenance Man | 2 | 629.00m |
| | Schedule Salary Adjustments | | 5,474. |
| | | 54 | 490,730. |
| | **DIETARY** | | |
| 2761 | Director of Food Service | 1 | 15,600. |
| 2759 | Assistant Director of Food Service | 1 | 12,240. |
| 2757 | Dietitian | 1 | 11,100. |
| 2757 | Dietitian (PT-B) | 1 | 4,332. |
| 2758 | Supervisor of Dietary Service | 1 | 6,804. |
| 2758 | Supervisor of Dietary Service | 2 | 6,180. |
| 2758 | Supervisor of Dietary Service | 2 | 5,892. |
| 2763 | Supervisor of Kitchen | 1 | 8,688. |
| 2737 | Head Cook | 2 | 775.50m |
| 2739 | Cook (assigned in charge) | 1 | 694.50m |
| 2735 | Cook | 15 | 637.50m |
| 9557 | Hospital Helper | 112 | 484.00m |
| 0401 | Junior Clerk | 1 | 6,180. |
| | Schedule Salary Adjustments | | 1,076. |
| | | 141 | 882,356. |
| | **HOUSEKEEPING** | | |
| 2621 | Chief Housekeeper | 1 | 9,564. |
| 2616 | Senior Housekeeper | 2 | 641.00m |
| 9438 | Hospital Maintenance Man | 23 | 629.00m |
| 4244 | Scrubwoman | 39 | 479.00m |
| | Schedule Salary Adjustments | | |
| | | 65 | 422,724. |
| | **LAUNDRY** | | |
| 2637 | Laundry Supervisor | 1 | 625.00m |
| 2633 | Laundryman | 4 | 610.00m |
| 9557 | Hospital Helper | 20 | 484.00m |
| | Schedule Salary Adjustments | | |
| | | 25 | 152,940. |

## Municipal Tuberculosis Sanitarium—*Continued*

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **POWER PLANT** | | |
| **7747** | **Chief Operating Engineer** | 1 | $ 1,376.00m |
| | (Effective July 1) | | 1,474.00m |
| **7745** | **Assistant Chief Operating Engineer** | 4 | 1,261.00m |
| | (Effective July 1) | | 1,350.00m |
| **7743** | **Operating Engineer, Group A** | 2 | 1,146.50m |
| | (Effective July 1) | | 1,228.50m |
| 7741 | Operating Engineer, Group C | 1 | 946.00m |
| | (Effective July 1) | | 1,019.00m |
| 7705 | Boiler Washer (268d) (2,144h) | 1 | 4.85h |
| | (Effective July 1) | | 5.45h |
| 7775 | **Stationary Fireman (288d) (2,304h)** | 4 | 4.80h |
| | (Effective July 1) | | 5.40h |
| **5035** | **Electrical Mechanic** | 3 | 1,258.50m |
| **4756** | Foreman of Plumbers (2,080h) | 1 | 1,161.50m |
| 4754 | Plumber (2,080h) | 4 | 1,074.50m |
| 4774 | Steamfitter (2,080h) | 2 | 1,083.50m |
| **6674** | Machinist (255d) (2,040h) | 1 | 6.18h |
| 9583 | Sewer Laborer (255d) (2,040h) | 1 | 4.75h |
| **9438** | **Hospital Maintenance Man** | 2 | 629.00m |
| 1805 | Stockhandler | 1 | 5,604. |
| 0401 | Junior Clerk | 1 | 5,604. |
| | **Vacation relief for all mechanical trades** | | 6,000. |
| | **Overtime for mechanical trades** | | 500. |
| | Schedule Salary Adjustments | | 132. |
| | | 29 | 370,154. |
| | **MAINTENANCE AND REPAIR** | | |
| 4526 | General Foreman of General Trades (2,080h) | 1 | 1,264.00m |
| 4301 | Carpenter (Sub-Foreman) (255d) (2,040h) | 1 | 6.55h |
| 4301 | Carpenter (255d) (2,040h) | 3 | 6.05h |
| **4401** | Bricklayer (Sub-Foreman) (2,080h) | 1 | 1,196.00m |
| 4435 | Cement Finisher (255d) (2,040h) | 1 | 5.80h |
| 4455 | Plasterer (255d) (2,040h) | 1 | 6.00h |
| 4634 | Painter (Sub-Foreman) (255d) (2,040h) | 1 | 6.36h |
| 4634 | Painter (255d) (2,040h) | 10 | 5.65h |
| **4855** | Sheet Metal Worker (Sub-Foreman) (255d) (2,040h) | 1 | 6.325h |
| 4855 | Sheet Metal Worker (255d) (2,040h) | 1 | 6.20h |

## Municipal Tuberculosis Sanitarium—*Continued*
### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | MAINTENANCE AND REPAIR—Continued | | |
| **4543** | Foreman of Hospital Maintenance Men | 3 | $ 683.50m |
| **9438** | Hospital Maintenance Man | 16 | 629.00m |
| **4101** | Elevator Operator | 3 | 556.40m |
| **0403** | Senior Clerk | 1 | 7,152. |
| **0401** | Junior Clerk | 1 | 5,088. |
| | Overtime for general trades | | 6,000. |
| | Schedule Salary Adjustments | | 100. |
| | | 45 | 441,510. |
| | **SECURITY** | | |
| **4212** | Fire Prevention Officer | 1 | 705.50m |
| **4216** | Head Guard | 1 | 714.00m |
| **4215** | Assistant Head Guard | 1 | 629.00m |
| 4218 | Guard (MTS) | 11 | 604.00m |
| | Schedule Salary Adjustments | | |
| | | 14 | 104,310. |
| | **GROUNDS** | | |
| **7911** | Horticulturist (full maintenance for self and family) | 1 | 678.00m |
| **9438** | Hospital Maintenance Man | 16 | 629.00m |
| | Vacation Relief | | 4,400. |
| | Schedule Salary Adjustments | | |
| | | 17 | 133,304. |
| | **GARAGE** | | |
| **7185** | Foreman of Motor Truck Drivers | 1 | 900.00m |
| **7183** | Motor Truck Driver | 3 | 814.00m |
| **7181** | Motor Truck Driver Helper | 7 | 787.00m |
| **7114** | Chauffeur | 3 | 814.00m |
| | Vacation Relief | | 4,500. |
| | Schedule Salary Adjustments | | |
| | | 14 | 140,016. |
| | Total for In-patient Care and Treatment | 710 | 5,762,638. |
| | **OUT-PATIENT TREATMENT AND CONTROL—3214** | | |
| | **ADMINISTRATIVE** | | |
| **3381** | Chief Physician (Tuberculosis) | 1 | 27,252. |
| **3758** | Director of Public Health Nursing | 1 | 18,984. |
| **3756** | Assistant Director of Public Health Nurses | 1 | 16,416. |
| 3755 | Special Nurse Consultant | 1 | 13,512. |
| 3169 | Medical X-Ray Technician II | 1 | 10,560. |
| 0303 | Administrative Assistant III | 1 | 12,840. |
| 0426 | Assistant Chief Clerk | 1 | 9,120. |
| **0403** | Senior Clerk | 1 | 6,804. |
| **0403** | Senior Clerk | 1 | 6,480. |
| **0403** | Senior Clerk | 1 | 5,604. |
| **0403** | Senior Clerk | 2 | 5,340. |
| **0401** | Junior Clerk | 1 | 6,480. |
| **0401** | Junior Clerk | 2 | 4,848. |
| **0825** | Principal Stenographer | 1 | 8,688. |
| **0825** | Principal Stenographer | 1 | 8,268. |
| 0825 | Principal Stenographer | 1 | 7,872. |
| **0825** | Principal Stenographer | 1 | 6,480. |
| **0683** | Telephone Operator | 1 | 5,088. |
| | Schedule Salary Adjustments | | 2,042. |
| | | 20 | 192,866. |

## Municipal Tuberculosis Sanitarium—*Continued*

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **GRAND CROSSING CLINIC** | | |
| 3378 | Principal Physician (Tuberculosis) | 1 | $ 24,708. |
| 3378 | Principal Physician (Tuberculosis) | 1 | 21,336. |
| 3378 | Principal Physician (Tuberculosis) (PT-B) | 1 | 11,172. |
| 3753 | Public Health Nurse III | 1 | 12,264. |
| 3752 | Public Health Nurse II | 1 | 12,264. |
| 3751 | Public Health Nurse I | 2 | 12,264. |
| 3751 | Public Health Nurse I | 1 | 11,688. |
| 3751 | Public Health Nurse I | 3 | 10,608. |
| 3751 | Public Health Nurse I | 1 | 10,104. |
| 3751 | Public Health Nurse I | 1 | 9,624. |
| 3751 | Public Health Nurse I | 2 | 9,168. |
| 3749 | Public Health Nurse Trainee | 1 | 8,328. |
| 3613 | Licensed Practical Nurse | 1 | 7,152. |
| 3613 | Licensed Practical Nurse | 1 | 5,892. |
| 3613 | Licensed Practical Nurse | 1 | 5,604. |
| 3167 | Medical X-Ray Technician I | 1 | 8,688. |
| 3165 | Senior X-Ray Technician | 1 | 8,268. |
| 3163 | Junior X-Ray Technician | 1 | 6,804. |
| 0403 | Senior Clerk | 1 | 7,152. |
| 0403 | Senior Clerk | 2 | 6,804. |
| 0401 | Junior Clerk | 1 | 5,892. |
| 0401 | Junior Clerk | 1 | 5,604. |
| 0401 | Junior Clerk | 1 | 5,340. |
| 0401 | Junior Clerk | 1 | 4,848. |
| 0834 | Typist | 1 | 5,340. |
| 0683 | Telephone Operator | 1 | 5,088. |
| 0733 | Information Representative I | 1 | 8,268. |
| 9438 | Hospital Maintenance Man | 1 | 629.00m |
| 4244 | Scrubwoman | 1 | 479.00m |
| | Vacation Relief | | 1,200. |
| | Schedule Salary Adjustments | | 4,115. |
| | | 34 | 318,335. |
| | **ERNEST E. IRONS CLINIC** | | |
| 3378 | Principal Physician (Tuberculosis) | 2 | 24,708. |
| 3378 | Principal Physician (Tuberculosis) | 1 | 23,532. |
| 3753 | Public Health Nurse III | 1 | 13,512. |
| 3752 | Public Health Nurse II | 1 | 10,104. |
| 3751 | Public Health Nurse I | 2 | 12,264. |
| 3751 | Public Health Nurse I | 1 | 11,136. |
| 3751 | Public Health Nurse I | 5 | 10,608. |
| 3751 | Public Health Nurse I | 2 | 10,104. |
| 3749 | Public Health Nurse Trainee | 2 | 8,328. |
| 3748 | Community Health Aide | 1 | 5,088. |
| 3613 | Licensed Practical Nurse | 1 | 7,152. |
| 3613 | Licensed Practical Nurse | 1 | 6,180. |
| 3613 | Licensed Practical Nurse | 2 | 5,982. |
| 3613 | Licensed Practical Nurse | 1 | 5,604. |
| 3167 | Medical X-Ray Technician I | 1 | 8,688. |
| 3165 | Senior X-Ray Technician | 1 | 7,872. |
| 3163 | Junior X-Ray Technician | 1 | 7,152. |
| 3163 | Junior X-Ray Technician | 1 | 5,892. |
| 3594 | Medical Social Worker I | 1 | 10,560. |
| 3586 | Vocational Counselor | 1 | 8,688. |
| 0421 | Principal Clerk | 1 | 8,688. |

350-Municipal Tuberculosis Sanitarium Fund

## Municipal Tuberculosis Sanitarium—*Continued*

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **ERNEST E. IRONS CLINIC—Continued** | | |
| 0403 | Senior Clerk | 1 | $ 7,152. |
| 0403 | Senior Clerk | 1 | 6,804. |
| 0403 | Senior Clerk | 1 | 6,480. |
| 0403 | Senior Clerk | 1 | 5,604. |
| 0401 | Junior Clerk | 3 | 5,340. |
| 0401 | Junior Clerk | 1 | 4,848. |
| 0834 | Typist | 1 | 5,088. |
| 0683 | Telephone Operator | 1 | 5,340. |
| 9438 | Hospital Maintenance Man | 1 | 629.00m |
| 4244 | Scrubwoman | 1 | 479.00m |
| | Vacation Relief | | 3,000. |
| | Schedule Salary Adjustments | | 3,191. |
| | | 42 | 392,303. |
| | **LAKE VIEW CLINIC** | | |
| 3378 | Principal Physician (Tuberculosis) | 1 | 24,708. |
| 3378 | Principal Physician (Tuberculosis) | 2 | 23,532. |
| 3753 | Public Health Nurse III | 1 | 11,688. |
| 3752 | Public Health Nurse II | 1 | 10,608. |
| 3751 | Public Health Nurse I | 1 | 12,264. |
| 3751 | Public Health Nurse I | 1 | 11,136. |
| 3751 | Public Health Nurse I | 5 | 10,608. |
| 3751 | Public Health Nurse I | 1 | 10,104. |
| 3751 | Public Health Nurse I | 1 | 9,624. |
| 3751 | Public Health Nurse I | 1 | 9,168. |
| 3749 | Public Health Nurse Trainee | 1 | 8,736. |
| 3749 | Public Health Nurse Trainee | 1 | 8,328. |
| 3748 | Community Health Aide | 1 | 5,088. |
| 3613 | Licensed Practical Nurse | 1 | 7,152. |
| 3613 | Licensed Practical Nurse | 1 | 6,804. |
| 3613 | Licensed Practical Nurse | 2 | 5,604. |
| 3165 | Senior X-Ray Technician | 1 | 8,268. |
| 3165 | Senior X-Ray Technician | 1 | 7,500. |
| 3163 | Junior X-Ray Technician | 1 | 7,152. |
| 3163 | Junior X-Ray Technician | 1 | 5,604. |
| 3586 | Vocational Counselor | 1 | 7,872. |
| 0421 | Principal Clerk | 1 | 8,688. |
| 0403 | Senior Clerk | 1 | 6,480. |
| 0403 | Senior Clerk | 1 | 5,892. |
| 0403 | Senior Clerk | 1 | 5,604. |
| 0403 | Senior Clerk | 1 | 5,340. |
| 0401 | Junior Clerk | 1 | 6,480. |
| 0401 | Junior Clerk | 1 | 5,340. |
| 0401 | Junior Clerk | 1 | 5,088. |
| 0401 | Junior Clerk | 1 | 4,848. |
| 0834 | Typist | 1 | 5,340. |
| 0683 | Telephone Operator | 1 | 5,892. |
| 9438 | Hospital Maintenance Man | 1 | 629.00m |
| 4244 | Scrubwoman | 1 | 479.00m |
| | Vacation Relief | | 3,000. |
| | Schedule Salary Adjustments | | 2,802. |
| | | 40 | 367,206. |

## Municipal Tuberculosis Sanitarium—*Continued*

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **THEODORE B. SACHS CLINIC** | | |
| 3379 | Assistant Chief Physician (Tuberculosis) | 1 | $ 26,604. |
| 3378 | Principal Physician (Tuberculosis) | 1 | 24,708. |
| 3378 | Principal Physician (Tuberculosis) | 2 | 23,532. |
| 3378 | Principal Physician (Tuberculosis) (PT-B) | 1 | 12,948. |
| 3378 | Principal Physician (Tuberculosis) (PT-B) | 1 | 11,736. |
| 3754 | Public Health Nurse IV | 1 | 11,688. |
| 3753 | Public Health Nurse III | 1 | 10,608. |
| 3752 | Public Health Nurse II | 1 | 12,876. |
| 3752 | Public Health Nurse II | 1 | 12,264. |
| 3751 | Public Health Nurse I | 1 | 11,688. |
| 3751 | Public Health Nurse I | 3 | 11,136. |
| 3751 | Public Health Nurse I | 7 | 10,608. |
| 3751 | Public Health Nurse I | 2 | 9,624. |
| 3751 | Public Health Nurse I | 4 | 9,168. |
| 3749 | Public Health Nurse Trainee | 3 | 8,328. |
| 3748 | Community Health Aide | 1 | 5,088. |
| 3613 | Licensed Practical Nurse | 3 | 7,152. |
| 3613 | Licensed Practical Nurse | 1 | 6,804. |
| 3613 | Licensed Practical Nurse | 3 | 5,892. |
| 3613 | Licensed Practical Nurse | 5 | 5,604. |
| 3167 | Medical X-Ray Technician I | 1 | 9,120. |
| 3163 | Junior X-Ray Technician | 3 | 6,804. |
| 3163 | Junior X-Ray Technician | 1 | 5,892. |
| 3163 | Junior X-Ray Technician | 1 | 5,604. |
| 3594 | Medical Social Worker I | 1 | 10,560. |
| 3586 | Vocational Counselor | 1 | 7,872. |
| 0301 | Administrative Assistant I | 1 | 9,120. |
| 0403 | Senior Clerk | 2 | 6,804. |
| 0403 | Senior Clerk | 2 | 6,180. |
| 0403 | Senior Clerk | 3 | 5,892. |
| 0403 | Senior Clerk | 1 | 5,604. |
| 0403 | Senior Clerk | 2 | 5,340. |
| 0401 | Junior Clerk | 1 | 5,604. |
| 0401 | Junior Clerk | 4 | 5,340. |
| 0401 | Junior Clerk | 4 | 5,088. |
| 9438 | Hospital Maintenance Man | 2 | 629.00m |
| 4244 | Scrubwoman | 1 | 479.00m |
| | Vacation Relief | | 3,000. |
| | Schedule Salary Adjustments | | 6,166. |
| | | 74 | 655,630. |

## Municipal Tuberculosis Sanitarium—*Continued*

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **X-RAY CASEFINDING PROGRAM** | | |
| 3385 | Roentgenologist | 1 | $ 24,708. |
| 3378 | Principal Physician (Tuberculosis) | 1 | 23,532. |
| 3163 | Junior X-Ray Technician | 1 | 6,480. |
| 0403 | Senior Clerk | 1 | 7,872. |
| 0403 | Senior Clerk | 1 | 7,152. |
| 0401 | Junior Clerk | 1 | 6,480. |
| 0401 | Junior Clerk | 1 | 5,604. |
| | Vacation Relief | | 2,400. |
| | Schedule Salary Adjustments | | |
| | | 7 | 84,228. |
| | **MASS SURVEY X-RAY UNIT (Cook County Hospital)** | | |
| 3751 | Public Health Nurse I | 1 | 10,608. |
| 0403 | Senior Clerk | 1 | 7,872. |
| 3163 | Junior X-Ray Technician | 1 | 7,152. |
| 3163 | Junior X-Ray Technician | 1 | 6,804. |
| 3163 | Junior X-Ray Technician | 1 | 5,892. |
| 3163 | Junior X-Ray Technician | 1 | 5,604. |
| | Vacation Relief | | 4,000. |
| | Schedule Salary Adjustments | | 582. |
| | | 6 | 48,514. |
| | Total for Out-Patient Treatment and Control | 223 | 2,059,082. |
| | | 975 | $ 8,216,094. |
| | **Automobile Allowance—schedule rate** | | |
| 6755 | Compensation for the use of personally owned automobiles by: | | |
| | Chief Physician (Tuberculosis) | 1 | |
| | Principal Physician (Tuberculosis) | 1 | |
| | Director of Public Health Nursing | 1 | |
| | Assistant Director of Public Health Nurses | 1 | |
| | Special Nurse Consultant | 1 | |
| | Public Health Nurse I | 12 | |
| | Public Health Nurse Trainee | 1 | |
| | Medical X-Ray Technician II | 1 | |
| | | 19 | $ 4,000. |

## NO. 11 MUNICIPAL HOTEL OPERATORS' OCCUPATION TAX FUND—355

This fund is for the purpose of promoting tourism, conventions and other special events in Chicago or otherwise to attract non-residents to visit Chicago.

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### DEPARTMENT OF FINANCE—GENERAL

| Code | | Amounts Appropriated |
|---|---|---|
| *1525.801 | For the promotion of tourism, conventions and other special events, to be expended under the direction of the Mayor........ | $ 1,029,000. |

## NO. 12 JUDGMENT TAX FUND—395

### DEBT SERVICE

| Code | | Amounts Appropriated |
|---|---|---|
| *9112.905 | For payment of principal and interest on judgments ........................... | $ 5,170,500. |

## NO. 13 GENERAL OBLIGATION BOND FUNDS—400

**No expenditures** shall be made from appropriations from Bond Funds for salaries and wages **except for positions** specifically authorized, or for equipment used in construction, except upon authority **of the City Council.**

Legal, printing, advertising and other expense incident to the sale of bonds shall be charged to the **respective** bond funds under the direction of the City Comptroller.

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| Code | | Amounts Appropriated |
|---|---|---|
| | **SLUM CLEARANCE BONDS OF 1957—421** | |
| *1320.801 | For the purpose of aiding in the eradication and elimination of any slum and blighted area within the City of Chicago, as defined and authorized by the "Blighted Areas Redevelopment Act of 1947": To be expended under the direction of the Department of Urban Renewal | $ 706,500. |
| *1320.802 | For the employment of attorneys, investigators, clerks, stenographers, real estate and other valuators, engineers, expert witnesses, photographers, other personal services and title searches, payment of taxes, payment of court costs, court reporting, transportation of jurors and such impersonal services, material equipment and supplies which may be required: To be expended under the direction of the Department of Law | 175,000. |
| *1320.803 | For payment of services requested by the Department of Urban Renewal of the Department of Development and Planning, which shall include salaries, publications, travel, prints, drawings, reproduction, maps, surveys, and studies in the preparation of plans, specifications, and any other information required to carry out the urban renewal program of the City of Chicago: To be expended under the direction of the Department of Development and Planning | 65,000. |
| | ***Total from Slum Clearance Bonds of 1957** | $ 946,500. |

| Code | | Amounts Appropriated |
|---|---|---|
| **COMMUNITY REDEVELOPMENT BONDS—1966—429** | | |
| *1320.801 | For the purpose of paying all or part of the cost of projects for aid in the development of areas within the City of Chicago, including the rehabilitation of slum and blighted areas, and the acquisition, development or redevelopment of any other areas which may constitute a redevelopment project within said City, as defined in paragraphs 91.01 to 91.136, inclusive, of Chapter 67½ of the Illinois Revised Statutes of 1965 | $12,410,000. |
| *1320.802 | For the purpose of aiding in the eradication and elimination of any slum and blighted area within the City of Chicago, including the removal, replacement or trimming of trees. To be expended under the direction of the Department of Streets and Sanitation | 750,000. |
| *1320.804 | For the employment of attorneys, investigators, clerks, stenographers, real estate and other valuators, engineers, expert witnesses, photographers, other personal services and title searches, payment of taxes, payment of court costs, court reporting, transportation of jurors and such impersonal services, materials, equipment and supplies which may be required: To be expended under the direction of the Department of Law | 365,000. |
| *1320.805 | For the employment of accountants, analysts, clerks, typists, stenographers, other personal services, materials and supplies which may be required: To be expended under the direction of the City Comptroller | 300,000. |
| *1320.806 | For the employment of personnel, professional consultants, and other personal services, publications, travel, prints, drawings, reproductions, rental of equipment, supplies and any other items necessary to complete a review and make recommendations for up-dating the Comprehensive Zoning Ordinance of the City of Chicago: To be expended under the direction of the Department of Development and Planning | 200,000. |
| | ***Total from Community Redevelopment Bonds of 1966** | $14,025,000. |

General Obligation Bond Funds

## DEPARTMENT OF STREETS AND SANITATION

Expenditures from the following Bond Funds shall be under the direction of the Commissioner of Streets and Sanitation unless otherwise provided.

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| Code | | Amounts Appropriated |
|---|---|---|
| | **REFUSE DISPOSAL BONDS 1953—416** | |
| *5326.824 | For the purpose of acquiring sites and building refuse incinerators, refuse loading stations and acquiring equipment for loading, transporting and unloading refuse and incinerator residue ... | $ 170,000. |
| | **ALLEY AND STREET LIGHTING BONDS—1966—407** | |
| *5446.*** | For improving, extending and equipping the electric lighting system in streets and alleys, including the removal or trimming of trees .................... | $ 900,000. |

## DEPARTMENT OF PUBLIC WORKS

Expenditures from the following Bond Funds shall be under the direction of the Commissioner of Public Works unless otherwise provided.

| Code | | Amounts Appropriated |
|---|---|---|
| | **MUNICIPAL BUILDING BONDS—1966—447** | |
| *6480.*** | For the purpose of acquiring land, erecting and rehabilitating and equipping public buildings for the Departments of City Government, including Police, Fire, Public Health, Public Works, Streets and Sanitation Departments...... | $16,950,000. |
| *6484.*** | For employment of attorneys, investigators, clerks, real estate and other valuators, specialists, building examiners, engineers, expert witnesses, other personal services and for title searches and court costs: To be expended under the direction of the Department of Law ......... | 175,000. |
| | ***Total** .............................. | $17,125,000. |
| | **BRIDGE, GRADE SEPARATION AND VIADUCT BONDS—1959—437** | |
| *6882.*** | For constructing bridges, grade separations, viaducts and approaches thereto, including acquisition of land necessary therefor ............................ | $ 100,000. |
| | **SUPERHIGHWAY BONDS—1947—474** | |
| *6824.*** | For the construction of superhighways and appurtenances thereto in the City of Chicago and the acquisition of rights-of-way necessary therefor as heretofore authorized or as may be further authorized by the City Council.......... | $ 825,000. |
| *6828.*** | For the employment of attorneys, investigators, clerks, real estate and other valuators, tax specialists, building examiners, engineers, expert witnesses, other personal services and for title searches and court costs: To be expended under the direction of the Department of Law ..................... | 150,000. |
| | ***Total** ........................ ...... | $ 975,000. |
| | **SUPERHIGHWAY BONDS—1952—476** | |
| *6822.*** | For constructing portions of the South Route and the Southwest Route of the Comprehensive Superhighway System... | $ 650,000. |

## Department of Public Works—*Continued*

| Code | | Amounts Appropriated |
|---|---|---|
| | **SUBWAY BONDS—1952—472** | |
| ***6812.***** | **For subway construction in accordance with the provisions under City Transit Fund** | $ 500,000. |
| | **PUBLIC TRANSPORTATION BONDS—1966—480** | |
| ***6814.***** | **For constructing and improving facilities in the City's comprehensive superhighway, expressway and street system for transporting passengers by bus or rail, including the construction and improvement of necessary terminal facilities therefor** | $ 6,500,000. |
| | **SEWER BONDS—1966-496** | |
| ***6875.***** | **For improving, extending and constructing sewers in the City of Chicago** | $ 8,400,000. |

## No. 14 BOND REDEMPTION AND INTEREST FUND—510

### DEBT SERVICE

| Code | | Amounts Appropriated |
|---|---|---|
| | Amounts to be levied in 1970 for the payment of bonds and interest on bonds: | |
| | **For payment of bonds:** | |
| | Airport—1957 | $ 1,000,000. |
| | Bridge and Viaduct—1957 | 1,250,000. |
| | Bridge, Grade Separation and Viaduct—1959 | 1,000,000. |
| | City Sign Shop and Storage Yard—1955 | 45,000. |
| | Community Conservation Areas—1957 | 850,000. |
| | Dock and Pier—1957 | 300,000. |
| | Dock and Pier—1959 | 400,000. |
| | Electric Street Lighting System—1955 | 869,000. |
| | Electric Street Lighting System—1956 | 550,000. |
| | Electric Street Lighting System—1957 | 1,250,000. |
| | Electric Street Lighting System—1958 | 1,000,000. |
| | Electric Street Lighting System—1959 | 1,500,000. |
| | Fire Alarm System—1959 | 200,000. |
| | Municipal Buildings—1957 | 800,000. |
| | Municipal Buildings—1959 | 100,000. |
| | Municipal Buildings—1966 | 2,000,000. |
| | Playground and Recreation—1957 | 500,000. |
| | Refuse Disposal—1957 | 800,000. |
| | Refuse Disposal—1966 | 1,000,000. |
| | Sewer—1955 | 1,738,000. |
| | Sewer—1957 | 750,000. |
| | Sewer—1959 | 1,000,000. |
| | Slum Clearance—1957 | 850,000. |
| | Superhighway Median Strips—1957 | 850,000. |
| | Working Cash Bonds—1969 | 3,000,000. |
| *9112.912 | Total for payment of bonds | 23,602,000. |
| *9112.914 | For interest on bonds | 13,448,425. |
| | **Total for principal and interest** | 37,050,425. |
| *9112.960 | **For Loss and Cost in Collecting Taxes** | 3,664,328. |
| | ***Total Bond Redemption and Interest Fund** | $40,714,753. |

## NO. 15 CITY RELIEF FUND—660

This fund is for general assistance to be expended and administered by the Department of Welfare of Cook County as provided in the "Public Assistance Code" of Illinois.

The aggregate amount to be appropriated hereunder shall equal the maximum authorized tax rate required to qualify this fund for additional money available for expenditures from State funds. The maximum authorized tax rate is .10 per cent of the last known total equalized value of all taxable property within the City.

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| Code | | Amounts Appropriated |
|---|---|---|
| *9112.930 | For general assistance to persons in need thereof, residing within the City of Chicago, and expenditures for the administration thereof | $12,835,390. |
| *9114.960 | **For Loss and Cost in Collecting Taxes** | 1,029,839. |
| | ***Total from City Relief Fund** | $13,865,229. |

## NO. 16 MUNICIPAL EMPLOYES' ANNUITY AND BENEFIT FUND—681

| Code | | Amounts Appropriated |
|---|---|---|
| *9216.976 | For the amount of tax to be levied in the year 1970 as certified to the City Council by the Retirement Board of the Municipal Employes' Annuity and Benefit Fund of the City of Chicago for the purpose of providing revenue for the fund under the provisions of an act known as the Illinois Pension Code, approved March 18, 1963, as amended, with special reference to the continuance, under Article 8 of the Illinois Pension Code (Illinois Revised Statutes, Chapter 108½), of an act entitled, "An Act to provide for the creation, setting apart, maintenance and administration of a municipal employes', officers', and officials' annuity and benefit fund in cities having a population exceeding two hundred thousand inhabitants," approved June 29, 1921, as amended ........... | $15,118,000. |

## NO. 17 LABORERS' AND RETIREMENT BOARD EMPLOYES' ANNUITY AND BENEFIT FUND—682

| | | |
|---|---|---|
| *9216.976 | For the amount of tax to be levied in the year 1970 as certified to the City Council by the Retirement Board of the Laborers' and Retirement Board Employes' Annuity and Benefit Fund of the City of Chicago for the purpose of providing revenue for the fund under the provisions of an act known as the Illinois Pension Code, approved March 18, 1963, as amended, with special reference to the continuance, under Article 11 of the Illinois Pension Code (Illinois Revised Statutes, Chapter 108½), of an act entitled, "An Act to provide for the creation, setting apart, maintenance and administration of a laborers' retirement board employes' annuity and benefit fund in cities having a population exceeding two hundred thousand inhabitants," approved June 21, 1935, as amended............. | $ 4,485,000. |

## NO. 18 POLICEMEN'S ANNUITY AND BENEFIT FUND—683

| | | |
|---|---|---|
| *9216.976 | For the amount of tax to be levied in the year 1970 as certified to the City Council by the Retirement Board of the Policemen's Annuity and Benefit Fund of the City of Chicago for the purpose of providing revenue for the fund under the provisions of an act known as the Illinois Pension Code, approved March 18, 1963, as amended, with special reference to the continuance, under Article 5 of the Illinois Pension Code (Illinois Revised Statutes, Chapter 108½), of an act entitled, "An Act to provide for the creation, setting apart, maintenance and administration of a policemen's annuity and benefit fund in cities having a population exceeding two hundred thousand inhabitants," approved June 29, 1921, as amended ............ | $13,047,000. |

## NO. 19 FIREMEN'S ANNUITY AND BENEFIT FUND—684

| Code | | Amounts Appropriated |
|---|---|---|
| *9216.976 | For the amount of tax to be levied in the year 1970 as certified to the City Council by the Retirement Board of the Firemen's Annuity and Benefit Fund of the City of Chicago for the purpose of providing revenue for the fund under the provisions of an act known as the Illinois Pension Code, approved March 18, 1963, as amended, with special reference to the continuance, under Article 6 of the Illinois Pension Code (Illinois Revised Statutes, Chapter 108½), of an act entitled, "An Act to provide for the creation, setting apart, maintenance and administration of a firemen's annuity and benefit fund in cities having a population exceeding five hundred thousand inhabitants," approved June 12, 1931, as amended ............................ | $10,017,000. |

## NO. 20 PARK EMPLOYES' ANNUITY AND BENEFIT FUND—691

| | | |
|---|---|---|
| *9216.976 | For the amount of tax to be levied in the year 1970 for the City's contribution to provide the benefits to which park district employes, their dependents and beneficiaries are entitled under the provisions of an act known as the Illinois Pension Code (Illinois Revised Statutes, Chapter 108½ Article 12) and under the provisions of "An Act to provide for the creation, setting apart, formation, administration and disbursement of a park employes' and retirement board employes' annuity and benefit fund" as amended by act approved July 11, 1957, in respect to park district employes, other than policemen, who are transferred to the employment of the city by virtue of "An Act in relation to an exchange of certain functions, property and personnel among cities, and park districts having coextensive geographic areas and populations in excess of 500,000", approved July 5, 1957, effective January 1, 1959 .............. | $ 60,000. |

701-Calumet Skyway Toll Bridge Revenue Fund

# DEPARTMENT OF STREETS AND SANITATION

## COMMISSIONER'S OFFICE

## OPERATION OF CALUMET SKYWAY TOLL BRIDGE

## DISTRIBUTION OF APPROPRIATIONS BY ORGANIZATIONAL ACTIVITY

| CODE | ORGANIZATIONAL ACTIVITY | Year | Number of Positions | Personal Services | Contractual Services | Travel | Commodities | Contingencies | Specific Purposes | Total Operating Expense | Capital Outlay | Total Appropriation |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 5551 | Administration | 1970 | 8 | $ 80,726 | $ 127,400 | $ 1,500 | $ 9,500 | ........ | $ 20,000 | $ 239,126 | $ 1,000 | $ 240,126 |
| | | 1969 | 8 | 85,799 | 112,400 | 1,500 | 9,500 | ........ | 18,000 | 227,199 | 1,000 | 228,199 |
| 5554 | Toll Collection Division | 1970 | 47 | 354,339 | 17,500 | ........ | 8,300 | ........ | ........ | 380,139 | ........ | 380,139 |
| | | 1969 | 47 | 320,680 | 14,500 | ........ | 8,300 | ........ | ........ | 343,480 | ........ | 343,480 |
| 5556 | Maintenance Division | 1970 | 20 | 202,223 | 1,125,100 | 500 | 31,700 | ........ | ........ | 1,359,523 | 3,000 | 1,362,523 |
| | | 1969 | 20 | 186,333 | 525,100 | 500 | 25,700 | ........ | ........ | 737,633 | 2,500 | 740,133 |
| | Totals | 1970 | 75 | $ 637,288 | $1,270,000 | $ 2,000 | $ 49,500 | ........ | $ 20,000 | $1,978,788 | $ 4,000 | $1,982,788 |
| | | 1969 | 75 | $ 592,812 | $ 652,000 | $ 2,000 | $ 43,500 | ........ | $ 18,000 | $1,308,312 | $ 3,500 | $1,311,812 |

## PERFORMANCE DATA

| | | WORK UNITS | | | | PERSONNEL | | | | | | OPERATING COSTS | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Number | | | Number | | Man-Hours | | Man-Hours Per-Unit | | Total for Year | | Av. Cost Per-Unit | |
| CODE | ACTIVITY AND SUB-ACTIVITY | Name | Est. 1970 | Budget 1969 | Act. 1968 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 |
| 5551 | Administration | | ........ | ........ | ........ | 8 | 8 | 14,560 | 14,560 | ........ | ........ | $ 239,126 | $ 227,199 | ........ | ........ |
| 5554 | Collection of Tolls | Vehicles | 9,870,000 | 8,250,000 | 8,227,801 | 47 | 47 | 97,760 | 97,760 | .01 | .01 | 380,139 | 343,480 | $ .04 | $ .04 |
| 5556 | Maintenance of Facilities | | ........ | ........ | ........ | 20 | 20 | 43,410 | 43,410 | ........ | ........ | 1,359,523 | 737,633 | ........ | ........ |
| | Total | | | | | 75 | 75 | 155,730 | 155,730 | | | $1,978,788 | $1,308,312 | | |

## NO. 21 CALUMET SKYWAY TOLL BRIDGE REVENUE FUND—701

## DEPARTMENT OF STREETS AND SANITATION

### COMMISSIONER'S OFFICE

### OPERATION OF CALUMET SKYWAY TOLL BRIDGE

---

| Code | | Amounts Appropriated |
|---|---|---|
| .005 | Salaries and Wages—on Payroll | $ 600,715. |
| .015 | Schedule Salary Adjustments | 9,747. |
| .020 | Overtime | 10,000. |
| .025 | Vacation Relief | 1,000. |
| .042 | For payment of the monthly single or individual employee premium rate and fifty percent of the monthly family premium rate for hospital and medical care | 15,826. |
| *5550.000 | **For Personal Services** | 637,288. |
| .125 | Office and Building Services | 3,000. |
| .130 | Postage and Postal Charges | 500. |
| | Professional and Technical Services: | |
| .142 | Auditing | 8,000. |
| .144 | Engineering | 10,000. |
| .152 | Advertising | 30,000. |
| .157 | Rental of Equipment and Services | 12,500. |
| .158 | Rental of Equipment and Services—City Owned | 2,500. |
| .160 | Repair or Maintenance of Property | 1,100,000. |
| .161 | Repair or Maintenance of Facilities | 500. |
| .162 | Repair or Maintenance of Equipment | 4,000. |
| .166 | Subscriptions and Dues | 1,000. |
| .172 | Insurance | 65,000. |
| .176 | Maintenance and Operation—City Owned Vehicles | 1,500. |
| .182 | Heat, Light and Power (Public) | 29,000. |
| .186 | Telephone | 2,500. |
| *5550.100 | **For Contractual Services** | 1,270,000. |
| .228 | Automobile Allowance—schedule rate | 1,000. |
| .245 | Reimbursement to Travelers | 900. |
| .270 | Local Transportation | 100. |
| *5550.200 | **For Travel** | 2,000. |
| .314 | Fuel Oil | 5,000. |
| .320 | Gasoline | 14,000. |
| .340 | Material and Supplies | 19,000. |
| .350 | Stationery and Office Supplies | 10,000. |
| .360 | Repair Parts and Materials | 1,500. |
| *5550.300 | **For Commodities** | 49,500. |

## Department of Streets and Sanitation—*Continued*

### COMMISSIONER'S OFFICE—Continued

### OPERATION OF CALUMET SKYWAY TOLL BRIDGE—Continued

| Code | | Amounts Appropriated |
|---|---|---|
| .422 | Office Machines | $ 500. |
| .424 | Furniture and Furnishings | 500. |
| .440 | Machinery and Equipment | 1,500. |
| .450 | Vehicles | 1,500. |
| *5550.400 | **For Equipment** | 4,000. |
| *5559.*** | For other expenses in Administration, Operation and Maintenance of this facility | 20,000. |
| | ***Total for Operation of Calumet Skyway Toll Bridge** | $ 1,982,788. |

### POSITIONS AND SALARIES

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **ADMINISTRATION—5551** | | |
| 5990 | Manager of Skyway | 1 | $ 18,984. |
| 0335 | Assistant Manager of Skyway | 1 | 10,056. |
| 0750 | Commercial Traffic Solicitor | 1 | 10,056. |
| 0103 | Accountant III | 1 | 10,560. |
| 0423 | Head Clerk | 1 | 7,500. |
| 0421 | Principal Clerk | 1 | 6,480. |
| 0805 | Secretary | 1 | 9,120. |
| 0821 | Junior Stenographer | 1 | 5,604. |
| | Schedule Salary Adjustments | | 1,489. |
| | | 8 | 79,849. |
| | **TOLL COLLECTION DIVISION—5554** | | |
| 0295 | Toll Supervisor III | 1 | 11,100. |
| 0294 | Toll Supervisor II | 1 | 9,564. |
| 0294 | Toll Supervisor II | 1 | 8,268. |
| 0293 | Toll Supervisor I | 1 | 9,120. |
| 0293 | Toll Supervisor I | 1 | 7,152. |
| 0288 | Toll Attendant | 6 | 7,872. |
| 0288 | Toll Attendant | 1 | 7,500. |
| 0288 | Toll Attendant | 1 | 7,152. |
| 0288 | Toll Attendant | 1 | 6,804. |
| 0288 | Toll Attendant | 18 | 6,480. |
| 0288 | Toll Attendant | 5 | 6,180. |
| 0288 | Toll Attendant | (60m) | 515.00m |
| 0206 | Head Cashier | 1 | 8,688. |
| 0235 | Teller | 1 | 7,152. |
| 0235 | Teller | 1 | 6,804. |
| 0235 | Teller | 1 | 6,480. |
| 0235 | Teller | 1 | 5,892. |
| | Schedule Salary Adjustments | | 5,935. |
| | | 47 | 333,283. |

## Department of Streets and Sanitation—*Continued*

### COMMISSIONER'S OFFICE—Continued

### OPERATION OF CALUMET SKYWAY TOLL BRIDGE—Continued

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **MAINTENANCE DIVISION—5556** | | |
| **8235** | Superintendent of Skyway Maintenance...... | 1 | $ 10,560. |
| **8233** | Assistant Superintendent of Skyway Maintenance .......................... | 1 | 9,120. |
| **6181** | Skyway Serviceman ...................... | 1 | 7,872. |
| 6181 | Skyway Serviceman ...................... | 1 | 7,500. |
| 6181 | Skyway Serviceman ...................... | 1 | 6,480. |
| **9436** | Skyway Maintenance Man ................ | 1 | 7,152. |
| 9436 | Skyway Maintenance Man ................ | 1 | 6,804. |
| **9436** | Skyway Maintenance Man ................ | 5 | 6,480. |
| 9436 | Skyway Maintenance Man ................ | 1 | 6,180. |
| 9436 | Skyway Maintenance Man ................ | (8m) | 515.00m |
| **5040** | Foreman of Electrical Mechanics ............ | 1 | 1,423.50m |
| **5035** | Electrical Mechanic ....................... | 4 | 1,258.50m |
| **4223** | Janitor ................................. | 1 | 630.00m |
| 7183 | Motor Truck Driver (313d) (2,504h) ......... | 1 | 4.70h |
| | Schedule Salary Adjustments................ | | 2,323. |
| | | 20 | 197,330. |
| | | 75 | $ 610,462. |

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **Automobile Allowance—schedule rate** | | |
| **6755** | **Compensation for use of personally owned automobiles by:** | | |
| | **Superintendent of Skyway Maintenance......** | 1 | |

## DEPARTMENT OF FINANCE—GENERAL

| Code | | Amounts Appropriated |
|---|---|---|
| .005 | Salaries and Wages—On Payroll | $ 10,056. |
| .015 | Schedule Salary Adjustments | 246. |
| *9112.000 | **For Personal Services** | 10,302. |
| **.128** | Fees and Services | 15,000. |
| ***9112.100** | **For Contractual Services** | 15,000. |
| ***9212.914** | For payment of interest | 2,821,910. |
| | ***Total for Department of Finance—General** | $ 2,847,212. |
| | ***Total from Calumet Skyway Toll Bridge Revenue Fund** | $ 4,830,000. |

### POSITIONS AND SALARIES

| Code | Positions | No. | Rate |
|---|---|---|---|
| 0102 | Accountant II | 1 | $ 10,056. |
| | Schedule Salary Adjustments | | 246. |
| | | 1 | $ 10,302. |

730-Parking Revenue Fund

# DEPARTMENT OF STREETS AND SANITATION

## BUREAU OF PARKING

### DISTRIBUTION OF APPROPRIATIONS BY ORGANIZATIONAL ACTIVITIES

| CODE | ORGANIZATIONAL ACTIVITY | Year | Number of Positions | Personal Services | Contractual Services | Travel | Commodities | Contingencies | Specific Purposes | Total Operating Expense | Capital Outlay | Total Appropriation |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 5711 | Administration | 1970 | 45 | $ 404,076 | $ 53,432 | $ 6,700 | $ 3,400 | $ 1,500 | ........ | $ 469,108 | $ 2,400 | $ 471,508 |
| | | 1969 | 40 | 320,426 | 49,950 | 4,850 | 3,900 | 1,500 | ........ | 380,626 | 7,500 | 388,126 |
| 5712 | Maintenance and Operation of | 1970 | 5 | 44,545 | 100 | 1,300 | 500 | ........ | $1,406,000 | 1,452,445 | ........ | 1,452,445 |
| | On-Street Parking Meters | 1969 | 5 | 44,167 | 100 | 3,800 | 700 | ........ | 800,000 | 848,767 | ........ | 848,767 |
| 5713 | Maintenance and Operation of | 1970 | .... | ........ | ........ | ........ | ........ | ........ | 4,250,000 | 4,250,000 | ........ | 4,250,000 |
| | Off-Street Parking Facilities | 1969 | .... | ........ | ........ | ........ | ........ | ........ | 3,750,000 | 3,750,000 | ........ | 3,750,000 |
| 5714 | For Facilities | 1970 | .... | ........ | ........ | ........ | ........ | ........ | ........ | ........ | 1,610,000 | 1,610,000 |
| | | 1969 | .... | ........ | ........ | ........ | ........ | ........ | ........ | ........ | 2,600,000 | 2,600,000 |
| 5715 | Parking Meter Enforcement | 1970 | 55 | 361,609 | 7,408 | 500 | 4,400 | ........ | ........ | 373,917 | 4,600 | 378,517 |
| | | 1969 | 55 | 327,741 | 7,850 | 850 | 4,700 | ........ | ........ | 341,141 | 5,500 | 346,641 |
| | Totals | 1970 | 105 | $ 810,230 | $ 60,940 | $ 8,500 | $ 8,300 | $ 1,500 | $5,656,000 | $6,545,470 | $1,617,000 | $8,162,470 |
| | | 1969 | 102 | $ 692,334 | $ 57,900 | $ 9,500 | $ 9,300 | $ 1,500 | $4,550,000 | $5,320,534 | $2,613,000 | $7,933,534 |

730-Parking Revenue Fund

# Department of Streets and Sanitation—Continued

## BUREAU OF PARKING—Continued

## PERFORMANCE DATA

| | | WORK UNITS | | | | PERSONNEL | | | | | | OPERATING COSTS | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Number | | | Number | | Man-Hours | | Man-Hours Per-Unit | | Total for Year | | Av. Cost Per-Unit | |
| CODE | ACTIVITY AND SUB-ACTIVITY | Name | Est. 1970 | Budget 1969 | Act. 1968 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 |
| 5711 | **Administration:** ........ | | ........ | ........ | ........ | 45 | 40 | 81,900 | 72,800 | ........ | ........ | $ 469,108 | $ 380,626 | ........ | ........ |
| 01 | Administrative and clerical........ | | ........ | ........ | ........ | 11 | 11 | 20,020 | 20,020 | ........ | ........ | 225,558 | 183,731 | ........ | ........ |
| 02 | Inspecting parking facilities...... | Inspection | 9,000 | 5,800 | 5,344 | 11 | 6 | 20,020 | 10,920 | 2.22 | 1.88 | 101,317 | 52,506 | $11.26 | $ 9.05 |
| 03 | Auditing parking lot tickets...... | Ticket | 4,100,000 | 4,400,000 | 3,895,968 | 23 | 23 | 41,860 | 41,860 | .01 | .01 | 142,233 | 144,389 | .03 | .03 |
| 5712 | **Maintenance and Operation of On-Street Parking Meters:** | | ........ | ........ | ........ | 5 | 5 | 9,100 | 10,140 | ........ | ........ | 1,452,445 | 848,767 | ........ | ........ |
| 01 | Inspecting parking meters........ | Inspection | 100,000 | 211,200 | 174,342 | 5 | 5 | 9,100 | 10,140 | .09 | .05 | 46,445 | 48,767 | .46 | .23 |
| 02 | Collecting from parking meters ........ | Meter | 34,500 | 34,500 | 34,000 | .... | .... | ........ | ........ | ........ | ........ | 200,000 | 170,000 | 5.80 | 4.93 |
| 03 | Repairing parking meters.......... | Meter | 34,500 | 34,500 | 34,000 | .... | .... | ........ | ........ | ........ | ........ | 1,206,000 | 630,000 | 34.96 | 18.26 |
| 5713 | **Maintenance and Operation of Off-Street Facilities:** | | | | | | | | | | | | | | |
| 01 | Operating off-street areas.......... | Parking Lot | 69 | 68 | 73 | .... | .... | ........ | ........ | ........ | ........ | 4,250,000 | 3,750,000 | 61,594 | 55,147 |
| 5715 | **Parking Meter Enforcement:** ........ | | ........ | ........ | ........ | 55 | 55 | 100,100 | 110,500 | ........ | ........ | 373,917 | 341,141 | ........ | ........ |
| 01 | Supervisory and clerical ........ | | ........ | ........ | ........ | 15 | 15 | 27,300 | 27,300 | ........ | ........ | 135,077 | 116,809 | ........ | ........ |
| 02 | Enforcement of metered parking ........ | | ........ | ........ | ........ | 40 | 40 | 72,800 | 83,200 | ........ | ........ | 238,840 | 208,624 | ........ | ........ |
| | Total ........ | | | | | 105 | 100 | 191,100 | 193,200 | | | $6,545,470 | $5,320,534 | | |

## NO. 22 PARKING REVENUE FUND—730
## DEPARTMENT OF STREETS AND SANITATION
### BUREAU OF PARKING

The Parking Revenue Fund receives all the revenues from Parking Meters on City streets (except Chicago Park District Parking Meters consolidated with City Operation), and such revenues as may be received from off-street parking. The Revenue Fund may be expended for the purposes designated in the ordinances authorizing the issuance of Parking Facility Revenue Bonds.

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| Code | | Amounts Appropriated |
|---|---|---|
| .005 | Salaries and Wages—on Payroll | $ 766,824. |
| .015 | Schedule Salary Adjustments | 12,088. |
| .020 | Overtime | 1,000. |
| .042 | For payment of the monthly single or individual employee premium rate and fifty per cent of the monthly family premium rate for hospital and medical care | 25,718. |
| .098 | Uniform Allowance for Meter Maids and Field Supervisors | 4,600. |
| *5710.000 | **For Personal Services** | 810,230. |
| .125 | Office and Building Services | 2,500. |
| .128 | Fees and Services | 1,200. |
| .130 | Postage and Postal Charges | 500. |
| | Professional and Technical Services: | |
| .142 | Auditing | 20,000. |
| .144 | Engineering | 19,500. |
| .150 | Publications | 2,500. |
| .155 | Rental of Property | 200. |
| .157 | Rental of Equipment and Services | 1,500. |
| .162 | Repair or Maintenance of Equipment | 1,500. |
| .166 | Subscriptions and Dues | 100. |
| .169 | Technical Meeting Costs | 300. |
| .172 | Insurance | 9,000. |
| .182 | Heat, Light and Power (Public) | 300. |
| .186 | Telephone | 1,840. |
| *5710.100 | **For Contractual Services** | 60,940. |
| .228 | Automobile Allowance—schedule rate | 7,500. |
| .245 | Reimbursement to Travelers | 500. |
| .270 | Local Transportation | 500. |
| *5710.200 | **For Travel** | 8,500. |
| .320 | Gasoline | 3,000. |
| .340 | Material and Supplies | 1,500. |
| .350 | Stationery and Office Supplies | 3,800. |
| *5710.300 | **For Commodities** | 8,300. |
| .422 | Office Machines | 1,000. |
| .424 | Furniture and Furnishings | 1,000. |
| .450 | Vehicles | 4,000. |
| *5710.400 | **For Equipment** | 6,000. |
| .526 | Improvement | 1,000. |
| *5710.500 | **For Permanent Improvements** | 1,000. |
| *5710.700 | **For Contingencies** | 1,500. |

## Department of Streets and Sanitation—*Continued*

### BUREAU OF PARKING—Continued

| Code | | Amounts Appropriated |
|---|---|---|
| *5712.801 | For Maintenance of Parking Meters.....$ | 850,000. |
| *5712.802 | For Installations, Relocations and Removal of Parking Meters.......... | 36,000. |
| *5712.803 | For Marking Parking Stalls............ | 45,000. |
| *5712.804 | For Collection of Parking Revenue...... | 200,000. |
| *5712.805 | For Rehabilitation of Parking Meters ... | 275,000. |
| *5713.*** | For Maintenance ond Operation of Off-Street Parking Facilities............. | 4,250,000. |

For Parking Facilities:

For such expense as may be incurred in the preparation of plans for parking facilities; and for such expense as may be incurred in the construction of parking facilities and in the taking and acquiring of private and public property therefor, and in the supervision of the construction of parking facilities as now are authorized and directed by ordinance of the City Council, including the following: Such engineering, legal, accounting, clerical and other personal services and expenses, and for such impersonal services, rents, material, supplies, and equipment as may be required for surveys, borings, investigations and studies; for the preparation of contract and working drawings and specifications for parking facilities; and for the supervision of the construction of such parking facilities.

For the services of engineering, legal, real estate, building, architectural, electrical, mechanical and other experts, valuators and clerks and other personal services and expense, and such impersonal services, rents, material, equipment and supplies not otherwise specifically provided for which may be necessary for or preliminary to the acquisition of private and public property required for the construction of such parking facilities.

For the taking and acquiring of lands, buildings, structures, facilities, rights and interests, including payment of taxes, and other property of every kind and character necessary for the construction of such parking facilities, or advantageous for or appropriate to the

## Department of Streets and Sanitation—*Continued*
### BUREAU OF PARKING—Continued

| Code | | Amounts Appropriated |
|---|---|---|
| | use, maintenance, operation, betterment and extension thereof. | |
| | For the construction of such parking facilities as now are authorized or may be authorized and directed by ordinance of the City Council. | |
| | For the purchase of meters and for the conversion of meters. | |
| *5714.*** | | $ 1,010,000. |
| | To reimburse the Corporate Purposes Fund for salaries and wages of policemen engaged in regulating traffic | |
| *5714.997 | | 600,000. |
| | ***Total for Bureau of Parking** | $ 8,162,470. |

## POSITIONS AND SALARIES

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **ADMINISTRATION—5711** | | |
| 8277 | Deputy Commissioner of Streets and Sanitation (Parking) | 1 | $ 24,228. |
| 0303 | Administrative Assistant III | 1 | 15,600. |
| 0303 | Administrative Assistant III | 1 | 13,476. |
| 7425 | Supervisor of Parking Collections | 1 | 14,148. |
| 7424 | Assistant Supervisor of Parking Collections | 1 | 10,560. |
| 7436 | Supervisor of Parking Facility Inspectors | 1 | 10,560. |
| 7435 | Parking Facility Inspector | 1 | 11,100. |
| 7435 | Parking Facility Inspector | 2 | 10,056. |
| 7435 | Parking Facility Inspector | 2 | 8,268. |
| 7435 | Parking Facility Inspector | 1 | 7,872. |
| 7435 | Parking Facility Inspector | 2 | 7,500. |
| 7435 | Parking Facility Inspector | 2 | 7,152. |
| 6053 | Mechanical Engineer III | 1 | 14,856. |
| 5742 | Graphic Artist II | 1 | 11,100. |
| 0303 | Administrative Assistant III | 1 | 12,240. |
| 0103 | Accountant III | 1 | 10,560. |
| 0403 | Senior Clerk | 2 | 7,152. |
| 0403 | Senior Clerk | 2 | 6,804. |
| 0403 | Senior Clerk | 1 | 6,480. |
| 0403 | Senior Clerk | 1 | 6,180. |
| 0403 | Senior Clerk | 1 | 5,892. |
| 0401 | Junior Clerk | 1 | 6,804. |
| 0401 | Junior Clerk | 1 | 5,892. |
| 0401 | Junior Clerk | 3 | 5,340. |
| 0401 | Junior Clerk | 2 | 5,088. |
| 0401 | Junior Clerk | 2 | 4,848. |
| 0731 | Information Attendant | 1 | 7,152. |
| 0419 | Records Custodian | 1 | 7,152. |
| 0624 | Mechanical Records Clerk I | 1 | 4,848. |
| 0809 | Executive Secretary I | 1 | 8,268. |
| 0823 | Senior Stenographer | 1 | 5,604. |

## Department of Streets and Sanitation—*Continued*

### BUREAU OF PARKING—Continued

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **ADMINISTRATION—5711—Continued** | | |
| 0821 | Junior Stenographer | 2 | $ 5,892. |
| 0821 | Junior Stenographer | 1 | 5,088. |
| 0836 | Senior Typist | 1 | 6,180. |
| | Schedule Salary Adjustments | | 3,978. |
| | | 45 | 377,358. |
| | **ON-STREET PARKING SECTION—5712** | | |
| 7465 | Supervisor of Parking Meters | 1 | 12,840. |
| 7465 | Supervisor of Parking Meters | 1 | 10,056. |
| 7465 | Supervisor of Parking Meters | 1 | 8,268. |
| 7435 | Parking Facility Inspector | 1 | 7,152. |
| 0235 | Teller | 1 | 5,604. |
| 4634 | Painter | | 5.65h |
| 7183 | Motor Truck Driver | | 4.70h |
| 9534 | Laborer | | 4.75h |
| | Schedule Salary Adjustments | | 625. |
| | | 5 | 44,545. |
| | **PARKING METER ENFORCEMENT SECTION—5715** | | |
| 7480 | Chief Parking Enforcement Officer | 1 | 14,148. |
| 7481 | Field Supervisor—Parking Enforcement | 2 | 8,268. |
| 7481 | Field Supervisor—Parking Enforcement | 4 | 7,872. |
| 0825 | Principal Stenographer | 1 | 9,120. |
| 0403 | Senior Clerk | 3 | 6,804. |
| 0403 | Senior Clerk | 1 | 6,480. |
| 0403 | Senior Clerk | 1 | 6,180. |
| 0403 | Senior Clerk | 1 | 5,892. |
| 0403 | Senior Clerk | 1 | 5,604. |
| 7482 | Meter Maid | 1 | 6,180. |
| 7482 | Meter Maid | 31 | 5,892. |
| 7482 | Meter Maid | 8 | 5,604. |
| | Schedule Salary Adjustments | | 7,485. |
| | | 55 | 357,009. |
| | | 105 | $ 778,912. |
| | **OFF-STREET PARKING SECTION—5713** | | |
| | The following positions as needed for the operation of Off-Street Parking Facilities are to be charged to account 5713.*** | | |
| 7438 | Supervisor of Parking Facility Maintenance | 1 | 11,100. |
| 7445 | Parking Lot Manager | 1 | 11,652. |
| 7411 | Parking Attendant | 6 | 2.54h |

## Department of Streets and Sanitation—*Continued*

### BUREAU OF PARKING—Continued

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **Automobile Allowance—schedule rate** | | |
| **6755** | Compensation for use of personally owned automobiles by: | | |
| | Deputy Commissioner of Streets and Sanitation (Parking) | 1 | |
| | Assistant Superintendent of Parking | 1 | |
| | Supervisor of Parking Collections | 1 | |
| | Supervisor of Parking Facility Inspectors | 1 | |
| | Parking Facility Inspector | 11 | |
| | Supervisor of Parking Meters | 3 | |
| | Supervisor of Parking Facility Maintenance | 1 | |
| | Chief Parking Enforcement Officer | 1 | |
| | Parking Meter Repairmen (as needed) | | |
| | Parking Lot Manager | 1 | |
| | Parking Lot Attendants (as needed) | | |
| | Mechanical Engineer III | 1 | |
| | | 22 | $ 7,500. |

## DEPARTMENT OF FINANCE—GENERAL

| Code | | Amounts Appropriated |
|---|---|---|
| .005 | Salaries and Wages—On Payroll | $ 15,168. |
| .015 | Schedule Salary Adjustments | 360. |
| ***9210.000** | **For Personal Services** | 15,528. |
| ***9210.801** | For expense in connection with Parking Facilities | 25,000. |
| ***9214.912** | To Bond Sinking Fund | 1,433,000. |
| ***9213.913** | Call Premium on bonds | 31,000. |
| ***9212.914** | Interest on Bonds: (Parking Facility Revenue Bonds) | 836,000. |
| ***9112.992** | Reimbursement to the Corporate Purposes Fund for Administrative expenses in the office of the City Comptroller and the City Treasurer, in the Department of Purchases, Contracts and Supplies and other City departments which are properly chargeable to such parking facilities | 5,000. |
| | ***Total for Department of Finance—General** | $ 2,345,528. |
| | ***Total from Parking Revenue Fund** | $10,507,998. |

### POSITIONS AND SALARIES

| Code | Positions | No. | Rate |
|---|---|---|---|
| **0101** | Accountant I | 1 | $ 8,688. |
| **0147** | Principal Account Clerk | 1 | 6,480. |
| | Schedule Salary Adjustments | | 360. |
| | | 2 | $ 15,528. |

740-Chicago-O'Hare International
Airport Revenue Fund

# DEPARTMENT OF AVIATION

## DISTRIBUTION OF APPROPRIATIONS BY ORGANIZATIONAL ACTIVITY

| CODE | ORGANIZATIONAL ACTIVITY | Year | Number of Positions | Personal Services | Contractual Services | Travel | Commodities | Contingencies | Specific Purposes | Total Operating Expense | Capital Outlay | Total Appropriation |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **8654** | Operation and Maintenance of Chicago- | 1970 | 587 | $6,627,520 | $7,518,950 | $10,600 | $1,089,000 | $ 5,000 | $5,359,283 | $20,610,353 | $8,244,600 | $28,854,953 |
| | O'Hare International Airport .............. | 1969 | 582 | $5,920,767 | $6,303,950 | $10,850 | $1,041,000 | $ 5,000 | $4,562,350 | $17,843,917 | $5,644,100 | $23,488,017 |

## PERFORMANCE DATA

| | | WORK UNITS | | | | PERSONNEL | | | | | | OPERATING COSTS | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Number | | | Number | | Man-Hours | | Man-Hours Per-Unit | | Total for Year | | Av. Cost Per-Unit | |
| CODE | ACTIVITY AND SUB-ACTIVITY | Name | Est. 1970 | Budget 1969 | Act. 1968 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 | 1970 | 1969 |
| **8654** | **Operation and Maintenance Chicago-O'Hare International Airport:** ............................................ | | ............ | ............ | ............ | 587 | 582 | 1,320,110 | 1,315,736 | ........ | ........ | $20,610,353 | $17,843,917 | ........ | ........ |
| 01 | **Administrative and clerical** ...... | | ............ | ............ | ............ | 69 | 66 | 142,840 | 136,814 | ........ | ........ | 7,038,531 | 6,841,470 | ........ | ........ |
| 02 | Custodial maintenance ................ | Square foot | 733,944 | 733,944 | ............ | 211 | 211 | 437,560 | 438,880 | .59 | .60 | 1,731,287 | 1,577,822 | $ 2.35 | $ 2.14 |
| 03 | **Skilled and field maintenance....** | | ............ | ............ | ............ | 307 | 305 | 739,710 | 740,042 | ........ | ........ | 11,840,535 | 9,424,625 | ........ | ........ |

## NO. 23 CHICAGO-O'HARE INTERNATIONAL AIRPORT REVENUE FUND—740
## DEPARTMENT OF AVIATION

| Code | | Amounts Appropriated |
|---|---|---|
| | **CHICAGO-O'HARE INTERNATIONAL AIRPORT—8654** | |
| .005 | Salaries and Wages—on Payroll | $ 6,193,433. |
| .010 | Salaries and Wages—on Voucher | 40,000. |
| .011 | Salaries and Wages—Mechanics and other Personnel at Established Rates—as needed | 55,000. |
| .015 | Schedule Salary Adjustments | 10,583. |
| .020 | Overtime | 175,000. |
| .025 | Vacation Relief | 11,450. |
| .026 | Sick Relief | 10,000. |
| .035 | Adjustment in salaries of transferred, reinstated, promoted, demoted, reclassified employes, and employes hired above the first step | 3,000. |
| .040 | For adjustments in wages of per diem employes to conform with prevailing rates, when approved by the City Council | 5,000. |
| .042 | For payment of the monthly single or individual employee premium rate and fifty per-cent of the monthly family premium rate for hospital and medical care | 122,654. |
| .097 | Uniform Allowance—Nurses | 1,400. |
| *8654.000 | **For Personal Services** | 6,627,520. |
| .125 | Office and Building Services | 48,100. |
| .126 | Office Conveniences | 69,500. |
| .128 | Fees and Services | 75,000. |
| .130 | Postage and Postal Charges | 2,000. |
| | Professional and Technical Services: | |
| .142 | Auditing | 22,000. |
| .144 | Engineering | 675,000. |
| .149 | Other Professional and Technical Services | 230,000. |
| .150 | Publications | 2,500. |
| .152 | Advertising | 60,000. |
| .157 | Rental of Equipment and Services | 1,577,000. |
| .160 | Repair or Maintenance of Property | 701,000. |
| .161 | Repair or Maintenance of Facilities | 1,450,000. |
| .162 | Repair or Maintenance of Equipment | 859,500. |
| .166 | Subscriptions and Dues | 500. |
| .172 | Insurance | 636,000. |
| .173 | State Vehicle License Plates | 350. |
| .175 | Transportation Charges (Exclusive of Travel) | 500. |
| .182 | Heat, Light and Power (Public) | 900,000. |
| .184 | Heat, Light and Power (Municipal) | 185,000. |
| .186 | Telephone | 25,000. |
| *8654.100 | **For Contractual Services** | 7,518,950. |
| .224 | Automobile Allowance—mileage basis | 500. |
| .245 | Reimbursement to Travelers | 10,000. |
| .270 | Local Transportation | 100. |
| *8654.200 | **For Travel** | 10,600. |

740-Chicago-O'Hare International
Airport Revenue Fund

## Department of Aviation—*Continued*

| Code | | Amounts Appropriated |
|---|---|---|
| | **CHICAGO-O'HARE INTERNATIONAL AIRPORT—8654—Continued** | |
| .314 | Fuel Oil | $ 75,000. |
| .320 | Gasoline | 25,000. |
| .340 | Material and Supplies | 970,000. |
| .345 | Apparatus and Instruments | 5,000. |
| .350 | Stationery and Office Supplies | 5,000. |
| .370 | Small Tools (Unit Value not Exceeding $10.00) | 3,000. |
| .375 | Tools (Unit Value over $10.00) | 6,000. |
| *8654.300 | **For Commodities** | 1,089,000. |
| .410 | Equipment for Buildings | 50,000. |
| .422 | Office Machines | 10,000. |
| .423 | Communication Devices | 15,000. |
| .424 | Furniture and Furnishings | 20,000. |
| .440 | Machinery and Equipment | 374,600. |
| .450 | Vehicles | 117,000. |
| *8654.400 | **For Equipment** | 586,600. |
| *8654.700 | **For Contingencies** | 5,000. |
| *8654.801 | To reimburse Corporate Fund for Department of Aviation Administrative salaries and wages | 606,200. |
| *8654.802 | To reimburse Corporate Fund for Comptroller's office salaries and wages | 50,000. |
| *8654.803 | For services of Corporation Counsel's office for salaries and wages | 75,000. |
| *8654.804 | To reimburse Corporate Fund for Fire Department salaries and wages | 1,430,466. |
| *8654.805 | To reimburse Corporate Fund for Police Department salaries and wages | 1,147,950. |
| *8654.806 | To reimburse Corporate Fund for indirect administrative and general salaries and wages | 463,811. |
| *8654.808 | To reimburse Corporate Fund for Fire Department supplies and maintenance | 85,000. |
| *8654.809 | To reimburse Corporate Fund for Insurance-Workmen's Compensation and Disability | 14,132. |
| *8654.810 | To reimburse Corporate Fund for provision for pensions | 927,623. |
| *8654.811 | To reimburse Corporate Fund for Department of Aviation non-salary administrative and general expense | 93,290. |
| *8654.812 | To reimburse Corporate Fund for indirect administrative and general non-salary expense | 463,811. |
| *8654.816 | For engineering: construction, equipment, and installation of interim facilities | 1,768,000. |
| *8654.817 | For expenditures related to completion of Revenue Bond Construction | 5,890,000. |
| *8654.984 | Taxes and Special Assessments on City property | 2,000. |
| | ***Total for Department of Aviation** | $28,854,953. |

## Department of Aviation—*Continued*

### POSITIONS AND SALARIES

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **CHICAGO-O'HARE INTERNATIONAL AIRPORT—8654** | | |
| 7015 | Airport Manager (O'Hare) | 1 | $ 14,856. |
| 7012 | Assistant Airport Manager (O'Hare) | 1 | 18,984. |
| 7020 | Supervisor of Terminals (O'Hare) | 1 | 11,100. |
| 7021 | Supervisor of Airfield (O'Hare) | 1 | 12,240. |
| 7022 | Supervisor of Skilled Maintenance (O'Hare) | 1 | 14,856. |
| 7023 | Assistant Supervisor of Skilled Maintenance (O'Hare) | 1 | 10,056. |
| 7010 | Airport Operations Supervisor II | 1 | 14,148. |
| 7010 | Airport Operations Supervisor II | 1 | 12,240. |
| 7010 | Airport Operations Supervisor II | 1 | 11,100. |
| 7009 | Airport Operations Supervisor I | 2 | 10,056. |
| 7009 | Airport Operations Supervisor I | 1 | 9,564. |
| 7009 | Airport Operations Supervisor I | 4 | 7,500. |
| 0302 | Administrative Assistant II | 1 | 11,100. |
| 0426 | Assistant Chief Clerk | 1 | 14,148. |
| 0423 | Head Clerk | 1 | 11,652. |
| 0421 | Principal Clerk | 1 | 9,120. |
| 0421 | Principal Clerk | 1 | 8,688. |
| 0421 | Principal Clerk | 2 | 6,480. |
| 0403 | Senior Clerk | 1 | 6,180. |
| 0403 | Senior Clerk | 2 | 5,340. |
| 0401 | Junior Clerk | 2 | 4,848. |
| 0825 | Principal Stenographer | 1 | 6,480. |
| 0823 | Senior Stenographer | 1 | 8,688. |
| 0823 | Senior Stenographer | 2 | 5,604. |
| 0836 | Senior Typist | 1 | 6,804. |
| 0836 | Senior Typist | 1 | 5,892. |
| 0836 | Senior Typist | 1 | 5,604. |
| 3616 | Head Nurse | 1 | 10,104. |
| 3615 | Hospital Nurse | 5 | 9,624. |
| 3615 | Hospital Nurse | 1 | 9,168. |
| 3615 | Hospital Nurse | 4 | 8,736. |
| 3615 | Hospital Nurse | 3 | 8,328. |
| 0760 | Interpreter (Multilingual) | 1 | 8,268. |
| 0760 | Interpreter (Multilingual), as needed | (4,000h) | 5.00h |
| 0731 | Information Attendant | 1 | 6,180. |
| 0731 | Information Attendant | 9 | 5,088. |
| 7002 | Airport Operations Aide | 5 | 6,804. |
| 4214 | Guard | 1 | 7,872. |
| 4214 | Guard | 1 | 7,500. |
| 4214 | Guard | 1 | 7,152. |
| 4214 | Guard | 5 | 6,804. |
| 4214 | Guard | 3 | 6,480. |
| 4214 | Guard | 2 | 6,180. |
| 4214 | Guard | 4 | 5,604. |
| 4232 | Head Security Guard | 1 | 8,268. |
| 4231 | Senior Security Guard | 3 | 7,500. |
| 4213 | Security Guard (with police or firefighter experience) | 8 | 7,152. |

740-Chicago-O'Hare International
Airport Revenue Fund

## Department of Aviation—*Continued*

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **CHICAGO-O'HARE INTERNATIONAL AIRPORT—8654—Continued** | | |
| 4213 | Security Guard (with police or firefighter experience) | | $ 6,804. |
| 7904 | Foreman of Landscape Maintenance | 1 | 8,268. |
| 1813 | Senior Storekeeper | 1 | 8,688. |
| 1811 | Storekeeper | 2 | 6,180. |
| 1805 | Stockhandler | 1 | 7,152. |
| 1805 | Stockhandler | 1 | 5,604. |
| 4227 | Chief Janitor | 1 | 1,134.00m |
| 4225 | Foreman of Janitors (as Assistant to Chief Janitor) | 1 | 742.00m |
| 4225 | Foreman of Janitors | 11 | 683.00m |
| 4223 | Janitor (Sub-Foreman) | 15 | 663.00m |
| 4223 | Janitor | 123 | 630.00m |
| 4245 | Janitress (Sub-Forelady) | 6 | 588.00m |
| 4245 | Janitress | 33 | 555.00m |
| 4286 | Foreman of Window Washers | 1 | 712.00m |
| 4285 | Window Washer (Working sub-foreman) | 2 | 687.00m |
| 4285 | Window Washer | 18 | 662.00m |
| 7747 | Chief Operating Engineer (Planning) | 1 | 1,376.00m |
| | (Effective July 1) | | 1,474.00m |
| 7747 | Chief Operating Engineer (Operations) | 1 | 1,376.00m |
| | (Effective July 1) | | 1,474.00m |
| 7745 | Assistant Chief Operating Engineer | 7 | 1,261.00m |
| | (Effective July 1) | | 1,350.00m |
| 7743 | Operating Engineer, Group A | 21 | 1,146.50m |
| | (Effective July 1) | | 1,228.50m |
| 7741 | Operating Engineer, Group C | 33 | 946.00m |
| | (Effective July 1) | | 1,019.00m |
| 9526 | Foreman of Airport Laborers | 3 | 687.50m |
| 9529 | Airport Laborer | 6 | 517.50m |
| 4774 | Steamfitter (2,184h) | 12 | 1,137.50m |
| 4756 | Foreman of Plumbers (2,184h) | 1 | 1,219.50m |
| 4754 | Plumber (2,184h) | 8 | 1,128.50m |
| 4303 | Foreman of Carpenters (2,080h) | 1 | 1,157.00m |
| 5040 | Foreman of Electrical Mechanics in Charge | 1 | 1,515.00m |
| 5040 | Foreman of Electrical Mechanics | 5 | 1,423.50m |
| 5035 | Electrical Mechanic | 50 | 1,258.50m |
| 7775 | Stationary Fireman (255d) (2,040h) | 4 | 4.80h |
| | (Effective July 1) | | 5.40h |

## Department of Aviation—*Continued*

### POSITIONS AND SALARIES—Continued

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **CHICAGO-O'HARE INTERNATIONAL AIRPORT—8654—Continued** | | |
| 7674 | Steam Roller Engineer: when operating other types of equipment—as needed ($2,000) ... | | $ 5.55h |
| 4776 | Foreman of Steamfitters (255d) (2,040h) ..... | 2 | 6.75h |
| 6676 | Foreman of Machinists (255d) (2,040h) ...... | 1 | 6.83h |
| 6674 | Machinist (255d) (2,040h).................. | 5 | 6.18h |
| 4636 | Foreman of Painters (2,040h) ............. | 1 | 6.81h |
| 4634 | Painter (Sub-Foreman) (255d) (2,040h)..... | 3 | 6.36h |
| 4634 | Painter (255d) (2,040h)................... | 30 | 5.65h |
| 4301 | Carpenter (Sub-Foreman) (2,040h) ......... | 1 | 6.55h |
| 4301 | Carpenter (255d) (2,040h).................. | 8 | 6.05h |
| 8246 | Foreman of Construction Laborers (2,040h).. | 1 | 5.60h |
| 9411 | Construction Laborer (255d) (2,040h)........ | 7 | 4.75h |
| 9411 | Construction Laborer (as needed) ........... | (4,080h) | 4.75h |
| 9411 | Construction Laborer as jackhammerman (255d) (2,040h).......... | 1 | 5.10h |
| 9405 | Washer and Greaser (255d) (2,040h)......... | 3 | 4.40h |
| 7187 | General Foreman of Motor Truck Drivers (255d) (2,040h) .................. | 1 | 6.00h |
| 7185 | Foreman of Motor Truck Drivers (255d) (2,040h) ........................ | 1 | 5.20h |
| 7183 | Motor Truck Driver (255d) (2,040h) as needed | 21 | 4.70h |
| 7183 | Motor Truck Driver, as needed.............. | (57,000h) | 4.70h |
| 7183 | Motor Truck Driver (Operating Sweeper) (255d) (2,040h) ................ | 3 | 5.00h |
| 7183 | Motor Truck Driver (Operating Sweeper) as needed ............................ | (15,000h) | 5.00h |
| 7907 | Gardener (255d) (2,040h).................. | 2 | 4.22h |
| 9530 | Park Laborer (255d) (2,040h) .............. | 20 | 3.60h |
| 9530 | Park Laborer (as needed) ................. | (29,750h) | 3.60h |
| 4265 | Watchman (255d) (2,040h) ................ | 3 | 3.10h |
| 3363 | Physician as needed ($3,430) ................ | | 16.00h |
| | **Schedule Salary Adjustments**................ | | 10,583. |
| | | 587 | $ 6,204,016. |

740-Chicago-O'Hare International
Airport Revenue Fund

## DEPARTMENT OF FINANCE—GENERAL

| Code | | Amounts Appropriated |
|---|---|---|
| .005 | Salaries and Wages—On Payroll.......... | $ 17,376. |
| .015 | Schedule Salary Adjustments............ | 420. |
| *9212.000 | **For Personal Services** ................ | 17,796. |
| *9212.909 | To Debt Service Reserve Account ......... | 1,456,167. |
| *9212.914 | Interest on Bonds: Chicago-O'Hare International Airport Revenue Bonds......... | 10,574,600. |
| *9212.915 | To Reserve Maintenance Account.......... | 1,120,000. |
| *9212.916 | To Emergency Reserve Account........... | 1,120,000. |
| *9213.913 | Call Premium on Bonds.................. | 252,300. |
| *9214.912 | To Bond Sinking Fund Account .......... | 5,602,922. |
| | ***Total for Department of Finance—General**. | $20,143,785. |
| | ***Total from Chicago-O'Hare International Airport Revenue Fund** ............... | $48,998,738. |

### POSITIONS AND SALARIES

| Code | Positions | No. | Rate |
|---|---|---|---|
| 0134 | Auditor .................................... | 2 | $ 8,688. |
| | Schedule Salary Adjustments ................. | | 420. |
| | | 2 | $ 17,796. |

## NO. 24 CHICAGO-O'HARE INTERNATIONAL AIRPORT REVENUE BONDS

## DEPARTMENT OF PUBLIC WORKS

| Code | | Amounts Appropriated |
|---|---|---|
| | For the construction of the Chicago-O'Hare International Airport of all general facilities under the terms of the respective revenue bond issues; including services of Consulting Engineer, Coordinating Engineer, Supervising Engineer, Airport Consultant, Architects, employees of the Bureau of Engineering of the Department of Public Works and such other engineering and architectural services and other expenditures as are incidental to the construction of such general facilities. | |
| | **BONDS ISSUED PRIOR TO 1967—742** | |
| *6892.*** | For the construction of general facilities at the Chicago-O'Hare International Airport | $ 1,052,000. |
| | **BONDS ISSUED IN 1967—741** | |
| 6892.*** | For the construction of general facilities at the Chicago-O'Hare International Airport | 1,593,000. |
| | **BONDS ISSUED IN 1968—744** | |
| *6892.*** | For the construction of general facilities at the Chicago-O'Hare International Airport | 2,800,000. |
| | ***Total from Chicago-O'Hare International Airport Revenue Bonds** ............... | $ 5,445,000. |

## NO. 25 CITY TRACTION FUND—850
## DEPARTMENT OF PUBLIC WORKS

| Code | | Amounts Appropriated |
|---|---|---|
| *6812.801 | Transit construction in accordance with the provisions under **The City Transit** Fund | $ 420,000. |

## NO. 26 CITY TRANSIT FUND—860

The City Transit Fund was established under an ordinance authorizing and granting to the Chicago Transit Authority the exclusive right to acquire, construct, reconstruct, maintain and operate facilities for local transportation in Chicago passed April 23, 1945.

The fund receives the compensation for the use of streets and subways from the Chicago Transit Authority as well as reimbursements for the fixed transportation equipment in the subways.

The Fund may be expended for the construction or acquisition of subways and transportation facilities, pay damages due to subway construction and for expenses in protecting rights of the City and enforcing duties of the Chicago Transit Authority.

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### COMMITTEE ON LOCAL TRANSPORTATION

| Code | | Amounts Appropriated |
|---|---|---|
| .005 | Salaries and Wages—on Payroll | $ 175,500. |
| .042 | For payment of the monthly single or individual employee premium rate and fifty percent of the monthly family premium rate for hospital and medical care | 4,946. |
| *1248.000 | **For Personal Services** | 180,446. |
| *1248.831 | General office expense, including rentals, postage, printing, equipment and supplies, compensation for use of 4 personally owned automobiles at $65.00 per month and the payment of unpaid bills, incurred for such purposes | 15,000. |
| *1248.832 | For the employment of special counsel, engineers, valuators and investigators and for the payment of other expenses arising from and in connection with fare rate cases, condemnation or any other proceedings, relating to local transportation operations | 99,500. |
| | ***Total for Committee on Local Transportation** | $ 294,946. |

860-City Transit Fund

## Committee on Local Transportation—*Continued*

### POSITIONS AND SALARIES

| Code | Positions | No. | Rate |
|---|---|---|---|
| | **LOCAL TRANSPORTATION—1248** | | |
| 9677 | Transit Engineer | 1 | $ 2,121.00m |
| 9676 | Assistant Transit Engineer | 1 | 971.00m |
| 9636 | Research Specialist | 1 | 656.00m |
| 9648 | Statistical Clerk | 1 | 689.00m |
| 9822 | Transportation Schedule Examiner | 1 | 724.00m |
| 9823 | Transportation Inspector | 1 | 797.00m |
| 9823 | Transportation Inspector | 1 | 625.00m |
| 9824 | Special Supervisor | 1 | 797.00m |
| 9808 | Supervisor | 1 | 656.00m |
| 9821 | Inspector | 2 | 656.00m |
| 9821 | Inspector | 2 | 625.00m |
| 9821 | Inspector | 2 | 596.00m |
| 9821 | Inspector | 5 | 567.00m |
| | | 20 | $ 175,500. |

## DEPARTMENT OF LAW

| Code | | Amounts Appropriated |
|---|---|---|
| .005 | Salaries and Wages—on Payroll .......... | $ 100,065. |
| ***1610.000** | **For Personal Services..................** | 100,065. |
| | Professional and Technical Services: | |
| .145 | For the cost and expense of legal services to be performed for the Committee on Local Transportation and other legal matters pertaining to local transportation. | 9,700. |
| ***1610.100** | **For Contractual Services ...............** | 9,700. |
| *1610.801 | For the cost and expense of litigation to which the City is a party or in which it is interested arising out of the construction by the City of Chicago of the Initial System of Subways for local transportation purposes ........................ | 20,000. |
| | ***Total for Department of Law..............** | $ 129,765. |

860-City Transit Fund

## DEPARTMENT OF PUBLIC WORKS

### BUREAU OF ENGINEERING

| Code | | Amounts Appropriated |
|---|---|---|
| | **DEPARTMENT OF PUBLIC WORKS** | |
| | For expense in connection with the making of surveys, investigations, cost estimates, studies and reports in all engineering matters pertaining to local transportation in co-operation with the City Council, the Committee on Local Transportation and the Chicago Transit Authority; and for the formulation or enforcement of any ordinance or ordinances for and in connection with the regulation, acquisition, construction, installation, lease and the operation of street railways, public utility plants, equipment, and properties used or to be used for or in connection with the transportation of persons or property, and other local transportation facilities, or any of them, by the City of Chicago, or by the Chicago Transit Authority; including payment for salaries of employes authorized under Engineering Revolving Fund and such other personal services, rents and other expense as may be required. | |
| *6240.*** | | $ 50,000. |
| | **SUBWAY CONSTRUCTION** | |
| | For such expense as may be incurred in the preparation of plans for subways and extensions of the subway system; and for such expenses as may be incurred in the construction of subways and in the taking and acquiring of private and public property therefor, and supervision of the construction of subways as now are authorized and directed or hereafter may be authorized and directed by ordinance of the City Council, including the following:<br>For such engineering, legal, accounting, clerical and other personal services and expenses, and for such impersonal services, rents, material, supplies, and equipment as may be required for surveys, borings, investigations and studies and for the preparation of contract and working drawings and specifications for subways and extensions of the subway system; and for the supervision of the construction of such subways as now are authorized and directed or hereafter may be authorized and directed by ordi- | |

## Department of Public Works—*Continued*

### BUREAU OF ENGINEERING—Continued

Code | Amounts Appropriated

nance of the City Council, and as may be required in order to comply with the terms of the Grant Agreement (Docket No. Ill. 1891-F), dated as of October 25, 1938, between the United States of America and the City of Chicago, and the Amendatory Grant Agreement dated as of November 20, 1940, and the Second Amendatory Grant Agreement dated as of May 15, 1946, and the Third Amendatory Grant Agreement dated as of April 1, 1947, and the Fourth Amendatory Grant Agreement dated as of December 13, 1948, and any amendments thereof or supplementary thereto and of any future amendatory grant agreement or loan which may be entered into by the United States of America and the City of Chicago, including unpaid bills incurred for such purposes;

For the services of engineering, legal, real estate, building, architectural, electrical, mechanical and other experts, valuators and clerks and other personal services, and expenses, and such impersonal services, rents, material, equipment and supplies not otherwise specifically provided for which may be necessary for or preliminary to the acquisition of private and public property required for the construction of such subways as now are authorized and directed or hereafter may be authorized and directed by ordinance of the City Council, including unpaid bills incurred for such purposes;

For the taking and acquiring of lands, buildings, structures, facilities, rights and interests, and other property of every kind and character necessary for the construction of such subways, or advantageous for or appropriate to the use, maintenance, operation, betterment and extension thereof; and

For the construction of such subways as now are authorized and directed by the ordinance passed November 3, 1938 (Council Journal pages 7216-7218), and as thereafter amended and modified and under authority of the ordinances passed November 26, 1940 (Council Journal pages 3550-3554), and provided for in the Grant Agreement (Docket No. Ill. 1891-F), dated as of October 25, 1938, between the United States of America and the City of Chicago, and the Amendatory Grant Agreement dated as

## Department of Public Works—*Continued*

### BUREAU OF ENGINEERING—Continued

| Code | | Amounts Appropriated |
|---|---|---|
| | of November 20, 1940, and the Second Amendatory Grant Agreement dated as of May 15, 1946, and the Third Amendatory Grant Agreement dated as of April 1, 1947, and the Fourth Amendatory Grant Agreement dated as of December 13, 1948, and any amendments thereof or supplementary thereto, and of any future grant agreement or loan which may be entered into by the United States of America and the City of Chicago, including unpaid bills incurred for such purpose. | |
| *6812*** | **For Subway Construction** ............... | $ 764,196. |
| | **MISCELLANEOUS** | |
| *6210.992 | For reimbursement to the Corporate Purposes Fund for administrative expenses in offices of the City Comptroller and the City Treasurer and in the Department of Purchases, Contracts and Supplies which are properly chargeable to the City Transit Fund.... | 15,000. |
| *6210.936 | Claims: Under Workmen's Compensation Act: To be expended under the direction of the City Comptroller...... | 5,000. |
| | ***Total for Department of Public Works**.... | $ 834,196. |
| | ***Total from City Transit Fund** .......... | $ 1,258,907. |

**SCHEDULE B**

## BASE SALARY SCHEDULE FOR CLASSIFIED POSITIONS
(Except Positions with Single Rates)

| | | | | Entrance Rate | Intermediate Rate | Maximum Rate | |
|---|---|---|---|---|---|---|---|
| | | | | First Year | Next Year | After 2 Years | |
| | | *Entrance Rate* | *Intermediate Rates* | | | *Maximum Rate* | |
| *Class Grade* | | *First 6 Months* | *Next 12 Months* | *Next 12 Months* | *Next 12 Months* | *After 3½ Years* | *Class Grade* |
| 1 | Annual | $ 4,620.00 | $ 4,848.00 | $ 5,088.00 | $ 5,340.00 | $ 5,604.00 | 1 |
| | Monthly | 385.00 | 404.00 | 424.00 | 445.00 | 467.00 | |
| 2 | Annual | 4,848.00 | 5,088.00 | 5,340.00 | 5,604.00 | 5,892.00 | 2 |
| | Monthly | 404.00 | 424.00 | 445.00 | 467.00 | 491.00 | |
| 3 | Annual | 5,088.00 | 5,340.00 | 5,604.00 | 5,892.00 | 6,180.00 | 3 |
| | Monthly | 424.00 | 445.00 | 467.00 | 491.00 | 515.00 | |
| 4 | Annual | 5,340.00 | 5,604.00 | 5,892.00 | 6,180.00 | 6,480.00 | 4 |
| | Monthly | 445.00 | 467.00 | 491.00 | 515.00 | 540.00 | |
| 5 | Annual | 5,604.00 | 5,892.00 | 6,180.00 | 6,480.00 | 6,804.00 | 5 |
| | Monthly | 467.00 | 491.00 | 515.00 | 540.00 | 567.00 | |
| 6 | Annual | 6,180.00 | 6,480.00 | 6,804.00 | 7,152.00 | 7,500.00 | 6 |
| | Monthly | 515.00 | 540.00 | 567.00 | 596.00 | 625.00 | |
| 7 | Annual | 6,480.00 | 6,804.00 | 7,152.00 | 7,500.00 | 7,872.00 | 7 |
| | Monthly | 540.00 | 567.00 | 596.00 | 625.00 | 656.00 | |
| 8 | Annual | 6,804.00 | 7,152.00 | 7,500.00 | 7,872.00 | 8,268.00 | 8 |
| | Monthly | 567.00 | 596.00 | 625.00 | 656.00 | 689.00 | |
| 9 | Annual | 7,500.00 | 7,872.00 | 8,268.00 | 8,688.00 | 9,120.00 | 9 |
| | Monthly | 625.00 | 656.00 | 689.00 | 724.00 | 760.00 | |
| 10 | Annual | 8,268.00 | 8,688.00 | 9,120.00 | 9,564.00 | 10,056.00 | 10 |
| | Monthly | 689.00 | 724.00 | 760.00 | 797.00 | 838.00 | |
| 11 | Annual | 9,120.00 | 9,564.00 | 10,056.00 | 10,560.00 | 11,100.00 | 11 |
| | Monthly | 760.00 | 797.00 | 838.00 | 880.00 | 925.00 | |
| 12 | Annual | 10,056.00 | 10,560.00 | 11,100.00 | 11,652.00 | 12,240.00 | 12 |
| | Monthly | 838.00 | 880.00 | 925.00 | 971.00 | 1,020.00 | |
| 13 | Annual | 11,100.00 | 11,652.00 | 12,240.00 | 12,840.00 | 13,476.00 | 13 |
| | Monthly | 925.00 | 971.00 | 1,020.00 | 1,070.00 | 1,123.00 | |
| 14 | Annual | 12,240.00 | 12,840.00 | 13,476.00 | 14,148.00 | 14,856.00 | 14 |
| | Monthly | 1,020.00 | 1,070.00 | 1,123.00 | 1,179.00 | 1,238.00 | |
| 15 | Annual | 13,476.00 | 14,148.00 | 14,856.00 | 15,600.00 | 16,380.00 | 15 |
| | Monthly | 1,123.00 | 1,179.00 | 1,238.00 | 1,300.00 | 1,365.00 | |
| 16 | Annual | 14,856.00 | 15,600.00 | 16,380.00 | 17,220.00 | 18,084.00 | 16 |
| | Monthly | 1,238.00 | 1,300.00 | 1,365.00 | 1,435.00 | 1,507.00 | |
| 17 | Annual | 16,380.00 | 17,220.00 | 18,084.00 | 18,984.00 | 19,932.00 | 17 |
| | Monthly | 1,365.00 | 1,435.00 | 1,507.00 | 1,582.00 | 1,661.00 | |
| 18 | Annual | 18,084.00 | 18,984.00 | 19,932.00 | 20,928.00 | 21,984.00 | 18 |
| | Monthly | 1,507.00 | 1,582.00 | 1,661.00 | 1,744.00 | 1,832.00 | |
| 19 | Annual | 19,932.00 | 20,928.00 | 21,984.00 | 23,076.00 | 24,228.00 | 19 |
| | Monthly | 1,661.00 | 1,744.00 | 1,832.00 | 1,923.00 | 2,019.00 | |
| 20 | Annual | 20,928.00 | 21,984.00 | 23,076.00 | 24,228.00 | 25,452.00 | 20 |
| | Monthly | 1,744.00 | 1,832.00 | 1,923.00 | 2,019.00 | 2,121.00 | |
| 21 | Annual | 21,984.00 | 23,076.00 | 24,228.00 | 25,452.00 | 26,724.00 | 21 |
| | Monthly | 1,832.00 | 1,923.00 | 2,019.00 | 2,121.00 | 2,227.00 | |

| | | *First 6 Months* | *Next 12 Months* | *Next 12 Months* |
|---|---|---|---|---|
| Clerk Trainee | Annual | $4,848.00 | $5,088.00 | $5,340.00 |
| | Monthly | 404.00 | 424.00 | 445.00 |

**SCHEDULE C**

## LONGEVITY SALARY SCHEDULES FOR GRADED CIVIL SERVICE CLASSIFIED POSITIONS AND POSITIONS UNDER THE EXEMPT OFFICES

| *Class Grade* | | *After 1 yr. at Maximum Rate and 6 yrs. Continuous Service* | *After 1 yr. at First Longevity Rate and 10 yrs. Continuous Service* | *After 1 yr. at Second Longevity Rate and 16 yrs. Continuous Service* | *After 1 yr. at Third Longevity Rate and 20 yrs. Continuous Service* | *After 1 yr. at Fourth Longevity Rate and 25 yrs. Continuous Service* | *Class Grade* |
|---|---|---|---|---|---|---|---|
| 1 | Annual | $ 5,892.00 | $ 6,180.00 | $ 6,480.00 | $ 6,804.00 | $ 7,152.00 | 1 |
| | Monthly | 491.00 | 515.00 | 540.00 | 567.00 | 596.00 | |
| 2 | Annual | 6,180.00 | 6,480.00 | 6,804.00 | 7,152.00 | 7,500.00 | 2 |
| | Monthly | 515.00 | 540.00 | 567.00 | 596.00 | 625.00 | |
| 3 | Annual | 6,480.00 | 6,804.00 | 7,152.00 | 7,500.00 | 7,872.00 | 3 |
| | Monthly | 540.00 | 567.00 | 596.00 | 625.00 | 656.00 | |
| 4 | Annual | 6,804.00 | 7,152.00 | 7,500.00 | 7,872.00 | 8,268.00 | 4 |
| | Monthly | 567.00 | 596.00 | 625.00 | 656.00 | 689.00 | |
| 5 | Annual | 7,152.00 | 7,500.00 | 7,872.00 | 8,268.00 | 8,688.00 | 5 |
| | Monthly | 596.00 | 625.00 | 656.00 | 689.00 | 724.00 | |
| 6 | Annual | 7,872.00 | 8,268.00 | 8,688.00 | 9,120.00 | 9,564.00 | 6 |
| | Monthly | 656.00 | 689.00 | 724.00 | 760.00 | 797.00 | |
| 7 | Annual | 8,268.00 | 8,688.00 | 9,120.00 | 9,564.00 | 10,056.00 | 7 |
| | Monthly | 689.00 | 724.00 | 760.00 | 797.00 | 838.00 | |
| 8 | Annual | 8,688.00 | 9,120.00 | 9,564.00 | 10,056.00 | 10,560.00 | 8 |
| | Monthly | 724.00 | 760.00 | 797.00 | 838.00 | 880.00 | |
| 9 | Annual | 9,564.00 | 10,056.00 | 10,560.00 | 11,100.00 | 11,652.00 | 9 |
| | Monthly | 797.00 | 838.00 | 880.00 | 925.00 | 971.00 | |
| 10 | Annual | 10,560.00 | 11,100.00 | 11,652.00 | 12,240.00 | 12,840.00 | 10 |
| | Monthly | 880.00 | 925.00 | 971.00 | 1,020.00 | 1,070.00 | |
| 11 | Annual | 11,652.00 | 12,240.00 | 12,840.00 | 13,476.00 | 14,148.00 | 11 |
| | Monthly | 971.00 | 1,020.00 | 1,070.00 | 1,123.00 | 1,179.00 | |
| 12 | Annual | 12,840.00 | 13,476.00 | 14,148.00 | 14,856.00 | 15,600.00 | 12 |
| | Monthly | 1,070.00 | 1,123.00 | 1,179.00 | 1,238.00 | 1,300.00 | |
| 13 | Annual | 14,148.00 | 14,856.00 | 15,600.00 | 16,380.00 | 17,220.00 | 13 |
| | Monthly | 1,179.00 | 1,238.00 | 1,300.00 | 1,365.00 | 1,435.00 | |
| 14 | Annual | 15,600.00 | 16,380.00 | 17,220.00 | 18,084.00 | 18,984.00 | 14 |
| | Monthly | 1,300.00 | 1,365.00 | 1,435.00 | 1,507.00 | 1,582.00 | |
| 15 | Annual | 17,220.00 | 18,084.00 | 18,984.00 | 19,932.00 | 20,928.00 | 15 |
| | Monthly | 1,435.00 | 1,507.00 | 1,582.00 | 1,661.00 | 1,744.00 | |
| 16 | Annual | 18,984.00 | 19,932.00 | 20,928.00 | 21,984.00 | 23,076.00 | 16 |
| | Monthly | 1,582.00 | 1,661.00 | 1,744.00 | 1,832.00 | 1,923.00 | |
| 17 | Annual | 20,928.00 | 21,984.00 | 23,076.00 | 24,228.00 | 25,452.00 | 17 |
| | Monthly | 1,744.00 | 1,832.00 | 1,923.00 | 2,019.00 | 2,121.00 | |
| 18 | Annual | 23,076.00 | 24,228.00 | 25,452.00 | 26,724.00 | | 18 |
| | Monthly | 1,923.00 | 2,019.00 | 2,121.00 | 2,227.00 | | |
| 19 | Annual | 25,452.00 | 26,724.00 | 28,068.00 | | | 19 |
| | Monthly | 2,121.00 | 2,227.00 | 2,339.00 | | | |
| 20 | Annual | 26,724.00 | 28,068.00 | | | | 20 |
| | Monthly | 2,227.00 | 2,339.00 | | | | |
| 21 | Annual | 28,068.00 | | | | | 21 |
| | Monthly | 2,339.00 | | | | | |

**SCHEDULE S**

## BASE SALARY SCHEDULE FOR REGISTERED NURSES

| *Class Grade* | | *Entrance Rate* | *Intermediate Rates* | | | *Maximum Rate* | *Class Grade* |
|---|---|---|---|---|---|---|---|
| | | *First 6 Months* | *Next 12 Months* | *Next 12 Months* | *Next 12 Months* | *After 3½ Years* | |
| S1 | Annual | | $ 8,328.00 | $ 8,736.00 | $ 9,168.00 | $ 9,624.00 | S1 |
| | Monthly | | 694.00 | 728.00 | 764.00 | 802.00 | |
| S2 | Annual | | 9,168.00 | 9,624.00 | 10,104.00 | 10,608.00 | S2 |
| | Monthly | | 764.00 | 802.00 | 842.00 | 884.00 | |
| S3 | Annual | $ 9,624.00 | 10,104.00 | 10,608.00 | 11,136.00 | 11,688.00 | S3 |
| | Monthly | 802.00 | 842.00 | 884.00 | 928.00 | 974.00 | |
| S4 | Annual | 10,608.00 | 11,136.00 | 11,688.00 | 12,264.00 | 12,876.00 | S4 |
| | Monthly | 884.00 | 928.00 | 974.00 | 1,022.00 | 1,073.00 | |
| S5 | Annual | 11,688.00 | 12,264.00 | 12,876.00 | 13,512.00 | 14,184.00 | S5 |
| | Monthly | 974.00 | 1,022.00 | 1,073.00 | 1,126.00 | 1,182.00 | |
| S6 | Annual | 12,876.00 | 13,512.00 | 14,184.00 | 14,892.00 | 15,636.00 | S6 |
| | Monthly | 1,073.00 | 1,126.00 | 1,182.00 | 1,241.00 | 1,303.00 | |
| S7 | Annual | 14,184.00 | 14,892.00 | 15,636.00 | 16,416.00 | 17,232.00 | S7 |
| | Monthly | 1,182.00 | 1,241.00 | 1,303.00 | 1,368.00 | 1,436.00 | |
| S8 | Annual | 15,636.00 | 16,416.00 | 17,232.00 | 18,084.00 | 18,984.00 | S8 |
| | Monthly | 1,303.00 | 1,368.00 | 1,436.00 | 1,507.00 | 1,582.00 | |

**SCHEDULE T**

## LONGEVITY SALARY SCHEDULES FOR REGISTERED NURSES

| *Class Grade* | | *After 1 yr. at Maximum Rate and 5½ yrs. Continuous Service* | *After 1 yr. at First Longevity Rate and 7½ yrs. Continuous Service* | *After 1 yr. at Second Longevity Rate and 10 yrs. Continuous Service* | *Class Grade* |
|---|---|---|---|---|---|
| S1 | Annual | $10,104.00 | $10,608.00 | $11,136.00 | S1 |
| | Monthly | 842.00 | 884.00 | 928.00 | |
| S2 | Annual | 11,136.00 | 11,688.00 | 12,264.00 | S2 |
| | Monthly | 928.00 | 974.00 | 1,022.00 | |
| S3 | Annual | 12,264.00 | 12,876.00 | | S3 |
| | Monthly | 1,022.00 | 1,073.00 | | |
| S4 | Annual | 13,512.00 | 14,184.00 | | S4 |
| | Monthly | 1,126.00 | 1,182.00 | | |
| S5 | Annual | 14,892.00 | 15,636.00 | | S5 |
| | Monthly | 1,241.00 | 1,303.00 | | |
| S6 | Annual | 16,416.00 | 17,232.00 | | S6 |
| | Monthly | 1,368.00 | 1,436.00 | | |
| S7 | Annual | 18,084.00 | 18,984.00 | | S7 |
| | Monthly | 1,507.00 | 1,582.00 | | |
| S8 | Annual | 19,932.00 | 20,928.00 | | S8 |
| | Monthly | 1,661.00 | 1,744.00 | | |

**SCHEDULE E**

## BASE SALARY SCHEDULE FOR PHYSICIANS

| *Class Grade* | | *Entrance Rate* | *Intermediate Rates* | | | *Maximum Rate* | *Class Grade* |
|---|---|---|---|---|---|---|---|
| | | *First 12 Months* | *Next 12 Months* | *Next 12 Months* | *Next 12 Months* | | |
| E1 | Annual | $12,468.00 | $13,080.00 | $13,740.00 | $14,424.00 | $15,156.00 | E1 |
| | Monthly | 1,039.00 | 1,090.00 | 1,145.00 | 1,202.00 | 1,263.00 | |
| E2 | Annual | 13,740.00 | 14,424.00 | 15,156.00 | 15,912.00 | 16,716.00 | E2 |
| | Monthly | 1,145.00 | 1,202.00 | 1,263.00 | 1,326.00 | 1,393.00 | |
| E3 | Annual | 15,156.00 | 15,912.00 | 16,716.00 | 17,544.00 | 18,420.00 | E3 |
| | Monthly | 1,263.00 | 1,326.00 | 1,393.00 | 1,462.00 | 1,535.00 | |
| E4 | Annual | 16,716.00 | 17,544.00 | 18,420.00 | 19,344.00 | 20,316.00 | E4 |
| | Monthly | 1,393.00 | 1,462.00 | 1,535.00 | 1,612.00 | 1,693.00 | |
| E5 | Annual | 18,420.00 | 19,344.00 | 20,316.00 | 21,336.00 | 22,404.00 | E5 |
| | Monthly | 1,535.00 | 1,612.00 | 1,693.00 | 1,778.00 | 1,867.00 | |
| E6 | Annual | 20,316.00 | 21,336.00 | 22,404.00 | 23,532.00 | 24,708.00 | E6 |
| | Monthly | 1,693.00 | 1,778.00 | 1,867.00 | 1,961.00 | 2,059.00 | |
| E7 | Annual | 21,336.00 | 22,404.00 | 23,532.00 | 24,708.00 | 25,956.00 | E7 |
| | Monthly | 1,778.00 | 1,867.00 | 1,961.00 | 2,059.00 | 2,163.00 | |
| E8 | Annual | 22,404.00 | 23,532.00 | 24,708.00 | 25,956.00 | 26,604.00 | E8 |
| | Monthly | 1,867.00 | 1,961.00 | 2,059.00 | 2,163.00 | 2,217.00 | |
| E9 | Annual | 23,532.00 | 24,708.00 | 25,956.00 | 27,252.00 | | E9 |
| | Monthly | 1,961.00 | 2,059.00 | 2,163.00 | 2,271.00 | | |
| E10 | Annual | 24,708.00 | 25,956.00 | 27,252.00 | 27,936.00 | | E10 |
| | Monthly | 2,059.00 | 2,163.00 | 2,271.00 | 2,328.00 | | |
| E11 | Annual | 25,956.00 | 27,252.00 | 28,680.00 | | | E11 |
| | Monthly | 2,163.00 | 2,271.00 | 2,390.00 | | | |

## SCHEDULE G

## TECHNICAL SERVICE SALARY PLAN

| *Class Grade* | *Entrance Rate* *First 6 Months* | *Next 12 Months* | *Next 12 Months* | *Next 12 Months* | *Next 12 Months* | *Next 12 Months* | *Next 12 Months* | *Next 12 Months* | *Class Grade* |
|---|---|---|---|---|---|---|---|---|---|
| G1 | $ 7,872.00 | $ 8,268.00 | $ 8,688.00 | $ 9,120.00 | $ 9,564.00 | $10,056.00 | $10,560.00 | | G1 |
| | 656.00 | 689.00 | 724.00 | 760.00 | 797.00 | 838.00 | 880.00 | | |
| G2 | 8,688.00 | 9,120.00 | 9,564.00 | 10,056.00 | 10,560.00 | 11,100.00 | 11,652.00 | | G2 |
| | 724.00 | 760.00 | 797.00 | 838.00 | 880.00 | 925.00 | 971.00 | | |
| G3 | 9,564.00 | 10,056.00 | 10,560.00 | 11,100.00 | 11,652.00 | 12,240.00 | 12,840.00 | | G3 |
| | 797.00 | 838.00 | 880.00 | 925.00 | 971.00 | 1,020.00 | 1,070.00 | | |
| G4 | 10,560.00 | 11,100.00 | 11,652.00 | 12,240.00 | 12,840.00 | 13,476.00 | 14,148.00 | $14,856.00 | G4 |
| | 880.00 | 925.00 | 971.00 | 1,020.00 | 1,070.00 | 1,123.00 | 1,179.00 | 1,238.00 | |
| G5 | 11,652.00 | 12,240.00 | 12,840.00 | 13,476.00 | 14,148.00 | 14,856.00 | 15,600.00 | 16,380.00 | G5 |
| | 971.00 | 1,020.00 | 1,070.00 | 1,123.00 | 1,179.00 | 1,238.00 | 1,300.00 | 1,365.00 | |
| G6 | 12,840.00 | 13,476.00 | 14,148.00 | 14,856.00 | 15,600.00 | 16,380.00 | 17,220.00 | 18,084.00 | G6 |
| | 1,070.00 | 1,123.00 | 1,179.00 | 1,238.00 | 1,300.00 | 1,365.00 | 1,435.00 | 1,507.00 | |
| G7 | 14,148.00 | 14,856.00 | 15,600.00 | 16,380.00 | 17,220.00 | 18,084.00 | 18,984.00 | 19,932.00 | G7 |
| | 1,179.00 | 1,238.00 | 1,300.00 | 1,365.00 | 1,435.00 | 1,507.00 | 1,582.00 | 1,661.00 | |
| G8 | 15,600.00 | 16,380.00 | 17,220.00 | 18,084.00 | 18,984.00 | 19,932.00 | 20,928.00 | 21,984.00 | G8 |
| | 1,300.00 | 1,365.00 | 1,435.00 | 1,507.00 | 1,582.00 | 1,661.00 | 1,744.00 | 1,832.00 | |
| G9 | 17,220.00 | 18,084.00 | 18,984.00 | 19,932.00 | 20,928.00 | 21,984.00 | 23,076.00 | 24,228.00 | G9 |
| | 1,435.00 | 1,507.00 | 1,582.00 | 1,661.00 | 1,744.00 | 1,832.00 | 1,923.00 | 2,019.00 | |
| G10 | 18,984.00 | 19,932.00 | 20,928.00 | 21,984.00 | 23,076.00 | 24,228.00 | 25,452.00 | 26,724.00 | G10 |
| | 1,582.00 | 1,661.00 | 1,744.00 | 1,832.00 | 1,923.00 | 2,019.00 | 2,121.00 | 2,227.00 | |

**SCHEDULE D**

## BASE SALARY SCHEDULES FOR UNIFORMED FIREFIGHTERS AND SWORN POLICE PERSONNEL POSITIONS

| | | *Entrance Rate* | Base Salary Rates *Intermediate Rates* | | | *Maximum Rates* | *Longevity Rate After 1 Yr. at Maximum Rate and 5 Yrs. of Service* |
|---|---|---|---|---|---|---|---|
| | | Class Grade 1 for Uniformed Firefighter and Sworn Police Personnel Positions | | | | | |
| *Class Grade* | | *First 6 Mos.* | *Next 12 Mos.* | *Next 12 Mos.* | *Next 12 Mos.* | *After 42 Mos.* | |
| FP 1 | Annual | $ 9,600 | $10,080 | $10,572 | $11,184 | $12,120 | $12,360 |
| | Monthly | 800.00 | 840.00 | 881.00 | 932.00 | 1,010.00 | 1,030.00 |
| | | All Other Uniformed Firefighter and Sworn Police Personnel Positions | | | | | |
| | | *First 12 Mos.* | *Next 12 Mos.* | *Next 12 Mos.* | *Next 12 Mos.* | *After 48 Mos.* | |
| FP 2 | Annual | $10,572 | $11,112 | $11,676 | $12,252 | $13,008 | $13,272 |
| | Monthly | 881.00 | 926.00 | 973.00 | 1,021.00 | 1,084.00 | 1,106.00 |
| FP 3 | Annual | 11,676 | 12,252 | 12,864 | 13,524 | 14,184 | 14,472 |
| | Monthly | 973.00 | 1,021.00 | 1,072.00 | 1,127.00 | 1,182.00 | 1,206.00 |
| FP 4 | Annual | 13,524 | 14,184 | 14,904 | 15,636 | 16,416 | 16,740 |
| | Monthly | 1,127.00 | 1,182.00 | 1,242.00 | 1,303.00 | 1,368.00 | 1,395.00 |
| FP 5 | Annual | 14,904 | 15,636 | 16,416 | 17,232 | 18,096 | 18,456 |
| | Monthly | 1,242.00 | 1,303.00 | 1,368.00 | 1,436.00 | 1,508.00 | 1,538.00 |
| FP 6 | Annual | 16,416 | 17,232 | 18,096 | 19,020 | 19,956 | 20,352 |
| | Monthly | 1,368.00 | 1,436.00 | 1,508.00 | 1,585.00 | 1,663.00 | 1,696.00 |
| FP 7 | Annual | 18,096 | 19,020 | 19,956 | 20,964 | 22,008 | 22,440 |
| | Monthly | 1,508.00 | 1,585.00 | 1,663.00 | 1,747.00 | 1,834.00 | 1,870.00 |
| FP 8 | Annual | 19,956 | 20,964 | 22,008 | 23,100 | 24,276 | 24,768 |
| | Monthly | 1,663.00 | 1,747.00 | 1,834.00 | 1,925.00 | 2,023.00 | 2,064.00 |
| FP 9 | Annual | 22,008 | 23,100 | 24,276 | 25,476 | 26,760 | 27,288 |
| | Monthly | 1,834.00 | 1,925.00 | 2,023.00 | 2,123.00 | 2,230.00 | 2,274.00 |
| FP 10 | Annual | | | | | | 31,000 |

SECTION 8. This ordinance shall be effective upon its passage and due publication.

**SUMMARY "A"**

# COMPARATIVE STATEMENT OF CORPORATE FUND REVENUES BY MAJOR SOURCES

## FOR YEARS 1968, 1969 AND 1970.

| | | Estimated | | |
|---|---|---|---|---|
| Source | Actual 1968 | Document 1969 | Ordinance 1969 | 1970 |
| **Taxes** | | | | |
| Property Tax | $132,984,919.* | $176,891,700. | $196,488,300. | $203,165,539. |
| Municipal Retailers Occupational Tax | 47,463,788. | 46,854,000. | 46,854,000. | 65,550,000. |
| State Income Tax | ........ | ........ | ........ | 21,131,000. |
| Compensation—Public Utilities | 24,536,374. | 24,450,000. | 24,450,000. | 26,500,000. |
| Municipal Public Utilities Tax | 26,622,378. | 26,800,000. | 26,800,000. | 30,050,000. |
| Amusement Tax | 1,508,661. | 1,500,000. | 1,500,000. | 1,550,000. |
| Foreign Fire Insurance Tax | 892,158. | 845,000. | 845,000. | 910,000. |
| Payment in Lieu of Taxes | 658,315. | 620,000. | 620,000. | 660,000. |
| Total | 234,666,593. | 277,960,700. | 297,557,300. | 349,516,539. |
| **Licenses and Permits** | | | | |
| Alcoholic Beverage | 7,442,130. | 7,645,000. | 7,645,000. | 7,320,000. |
| General Licenses | 5,305,620. | 5,310,000. | 5,310,000. | 5,300,000. |
| Miscellaneous Licenses | 93,775. | 32,000. | 32,000. | 35,000. |
| Permits and Certificates | 2,377,581. | 2,309,350. | 2,309,350. | 2,403,000. |
| Parking Meter Revenue (Park District) | 190,382. | 185,000. | 185,000. | 190,000. |
| Total | 15,409,488. | 15,481,350. | 15,481,350. | 15,248,000. |
| **Fines, Forfeits and Penalties** | 12,159,113. | 12,500,000. | 12,500,000. | 13,400,000. |
| **Revenue from Use of Money and Property** | | | | |
| Compensation—Use of Public Property | 352,984. | 365,000. | 365,000. | 364,000. |
| Leases and Rents | 129,882. | 101,500. | 101,500. | 106,500. |
| Interest | 281,349. | 250,000. | 250,000. | 285,000. |
| Total | 764,215. | 716,500. | 716,500. | 755,500. |
| **Revenue from Other Agencies** | | | | |
| Reimbursement from City Funds | 14,877,548. | 17,313,410. | 17,505,150. | 18,672,383. |
| **Charges for Current Service** | | | | |
| Inspection Fees | 5,318,269. | 5,734,500. | 5,734,500. | 5,441,000. |
| Miscellaneous Fees | 2,631,366. | 1,859,850. | 1,859,850. | 2,280,050. |
| Total | 7,949,635. | 7,594,350. | 7,594,350. | 7,721,050. |
| **Municipal Utilities and Other Enterprises** | | | | |
| City Airports | 1,237,812. | 2,510,000. | 2,510,000. | 2,310,000. |
| Port of Chicago | 829,896. | 499,500. | 499,500. | 945,000. |
| Total | 2,067,708. | 3,009,500. | 3,009,500. | 3,255,000. |
| **Other Revenue** | | | | |
| Vacation of Streets and Alleys | 377,334. | 202,000. | 602,000. | 1,500,000. |
| Sale of Land and Buildings | 803. | 55,000. | 55,000. | 125,000. |
| Other | 329,757. | 142,000. | 142,000. | 155,000. |
| Sale of Old Materials | 183,969. | 125,000. | 125,000. | 175,000. |
| Street Signs | 79,013. | 75,000. | 75,000. | 78,000. |
| Revenue under Leasing Act | 648,201. | 536,000. | 536,000. | ........ |
| Total | 1,619,077. | 1,135,000. | 1,535,000. | 2,033,000. |
| **Total All Sources** | 289,513,377. | 335,710,810. | 355,899,150. | 410,601,472. |
| Net Current Assets at January 1 | 7,450,598. | 5,980,000. | 5,980,000. | 11,827,150. |
| **GRAND TOTAL** | $296,963,975. | $341,690,810. | $361,879.150. | $422,428,622. |

(*Less Loss and Cost)

SUMMARY "B"

## SUMMARY OF ESTIMATED RESOURCES FROM WHICH APPROPRIATIONS ARE MADE FOR YEAR 1970

*(For further details see estimate statements)*

| Estimate No. | Funds | REVENUE Gross Tax Levy | REVENUE Other Revenue | REVENUE Total Revenue | Surplus and Other* | Total Appropriable |
|---|---|---|---|---|---|---|
| | **PROPERTY TAX SUPPORTED FUNDS** | | | | | |
| 1. | **Corporate Fund** | $203,165,539. | $207,435,933. | $410,601,472. | $ 11,827,150. | $422,428,622. |
| 6. | **Civil Defense Fund** | 205,000. | .......... | 205,000. | 182,000. | 387,000. |
| 7. | **Forestry Fund** | 5,721,000. | .......... | 5,721,000. | 1,244,000. | 6,965,000. |
| 8. | **Library Fund—Buildings and Sites** | 2,288,000. | 100,000. | 2,388,000. | 471,676. | 2,859,676. |
| 9. | **Library Fund—Maintenance and Operation** | 11,442,668. | 375,000. | 11,817,668. | 2,562,856. | 14,380,524. |
| 10. | **Municipal Tuberculosis Sanitarium Fund** | 7,500,000. | 1,130,000. | 8,630,000. | 2,493,000. | 11,123,000. |
| 12. | Judgment Tax Fund | 4,500,000. | .......... | 4,500,000. | 670,500. | 5,170,500. |
| 14. | Bond Redemption and Interest Fund | 40,714,753. | .......... | 40,714,753. | .......... | 40,714,753. |
| 15. | City Relief Fund | 11,442,660. | .......... | 11,442,660. | 2,422,569. | 13,865,229. |
| 16-20. | Pension Funds | 42,727,000. | .......... | 42,727,000. | .......... | 42,727,000. |
| | **Totals—Property Tax Supported Funds** | 329,706,620. | 209,040,933. | 538,747,553. | 21,873,751. | 560,621,304. |
| | **NON-PROPERTY TAX FUNDS** | | | | | |
| 2. | **Water Fund** | .......... | 72,500,000. | 72,500,000. | 4,000,000. | 76,500,000. |
| 3. | **Water Works Certificates Fund** | .......... | .......... | .......... | 18,500,000. | 18,500,000. |
| 4. | **Vehicle Tax Fund** | .......... | 30,249,000. | 30,249,000. | 533,635. | 30,782,635. |
| 5. | **Motor Fuel Tax Fund** | .......... | 32,700,000. | 32,700,000. | 20,000,000. | 52,700,000. |
| 11. | Municipal Hotel Operators' Occupation Tax Fund | .......... | 995,000. | 995,000. | 34,000. | 1,029,000. |
| 13. | General Obligation Bond Funds | .......... | .......... | .......... | 66,637,700. | 66,637,700. |
| 21. | Calumet Skyway Revenue Fund | .......... | 4,160,000. | 4,160,000. | 670,000. | 4,830,000. |
| 22. | Parking Revenue Fund | .......... | 8,360,000. | 8,360,000. | 4,261,200. | 12,621,200. |
| 23. | Chicago-O'Hare Airport Revenue Fund | .......... | 49,000,000. | 49,000,000. | .......... | 49,000,000. |
| 24. | Chicago-O'Hare Airport Revenue Bond Fund | .......... | .......... | .......... | 5,445,000. | 5,445,000. |
| 25. | City Traction Fund | .......... | .......... | .......... | 420,000. | 420,000. |
| 26. | City Transit Fund | .......... | 586,760. | 586,760. | 673,000. | 1,259,760. |
| | **Totals—Non-Property Tax Funds** | .......... | 198,550,760. | 198,550,760. | 121,174,535. | 319,725,295. |
| | **Grand Totals—All Funds** | 329,706,620. | 407,591,693. | 737,298,313. | 143,048,286. | 880,346,599. |
| | **Deduct reimbursements between funds** | .......... | 18,792,383. | 18,792,383. | .......... | 18,792,383. |
| | **Net Totals—All Funds** | $329,706,620. | $388,799,310. | $718,505,930. | $143,048,286. | $861,554,216. |

**"Surplus and Other" are the estimated net current assets at January 1 as shown in the estimates for the respective funds.*

SUMMARY "C"

## SUMMARY OF APPROPRIATIONS FROM FUNDS BY MAJOR PURPOSES FOR YEAR 1970

| No. | | General Expense | Capital Outlay | Debt Service | Pension Funds | Specific Levies for Loss and Cost on Taxes | Total Appropriations |
|---|---|---|---|---|---|---|---|
| | **PROPERTY TAX SUPPORTED FUNDS** | | | | | | |
| 1. | Corporate Fund | $397,073,235. | $ 7,069,578. | ......... | ......... | $18,284,805. | $422,427,618. |
| 6. | Civil Defense Fund | 293,550. | 75,000. | ......... | ......... | 18,450. | 387,000. |
| 7. | Forestry Fund | 6,309,375. | 139,500. | ......... | ......... | 514,890. | 6,963,765. |
| 8. | Library Fund—Buildings and Sites | 731,800. | 1,921,956. | ......... | ......... | 205,920. | 2,859,676. |
| 9. | Library Fund—Maintenance and Operation | 13,278,284. | 72,400. | ......... | ......... | 1,029,840. | 14,380,524. |
| 10. | Municipal Tuberculosis Sanitarium Fund | 9,956,424. | 485,000. | ......... | ......... | 675,000. | 11,116,424. |
| 12. | Judgment Tax Fund | ......... | ......... | $ 5,170,500.* | ......... | ......... | 5,170,500. |
| 14. | Bond Redemption and Interest Fund | ......... | ......... | 37,050,425. | ......... | 3,664,328. | 40,714,753. |
| 15. | City Relief Fund | 12,835,390. | ......... | ......... | ......... | 1,029,839. | 13,865,229. |
| | **Pension Funds:** | | | | | | |
| 16. | Municipal Employes' Annuity and Benefit | ......... | ......... | ......... | $15,118,000.* | ......... | 15,118,000. |
| 17. | Laborers' Annuity and Benefit | ......... | ......... | ......... | 4,485,000.* | ......... | 4,485,000. |
| 18. | Policemen's Annuity and Benefit | ......... | ......... | ......... | 13,047,000.* | ......... | 13,047,000. |
| 19. | Firemen's Annuity and Benefit | ......... | ......... | ......... | 10,017,000.* | ......... | 10,017,000. |
| 20. | Park Employes' Annuity and Benefit | ......... | ......... | ......... | 60,000.* | ......... | 60,000. |
| | Totals—Property Tax Supported Funds | 440,478,058. | 9,763,434. | 42,220,925. | 42,727,000.* | 25,423,072. | 560,612,489. |
| | **NON-PROPERTY TAX FUNDS** | | | | | | |
| 2. | Water Fund | 56,843,930. | 6,147,250. | 13,454,896. | ......... | ......... | 76,446,076. |
| 3. | Water Works Certificates Fund | ......... | 18,418,000. | ......... | ......... | ......... | 18,418,000. |
| 4. | Vehicle Tax Fund | 30,482,435. | 300,200. | ......... | ......... | ......... | 30,782,635. |
| 5. | Motor Fuel Tax Fund | 17,700,000. | 35,000,000. | ......... | ......... | ......... | 52,700,000. |
| 11. | Muncipal Hotel Operators' Tax Fund | 1,029,000. | ......... | ......... | ......... | ......... | 1,029,000. |
| 13. | General Obligation Bond Funds | ......... | 50,291,500. | ......... | ......... | ......... | 50,291,500. |
| 21. | Calumet Skyway Revenue Fund | 2,004,090. | 4,000. | 2,821,910. | ......... | ......... | 4,830,000. |
| 22. | Parking Revenue Fund | 7,190,998. | 1,017,000. | 2,300,000. | ......... | ......... | 10,507,998. |
| 23. | Chicago-O'Hare Airport Revenue Fund | 20,628,149. | 8,244,600. | 20,125,989. | ......... | ......... | 48,998,738. |
| 24. | Chicago-O'Hare Airport Revenue Bonds | ......... | 5,445,000. | ......... | ......... | ......... | 5,445,000. |
| 25. | City Traction Fund | ......... | 420,000. | ......... | ......... | ......... | 420,000. |
| 26. | City Transit Fund | 494,711. | 764,196. | ......... | ......... | ......... | 1,258,907. |
| | Totals—Non-Property Tax Funds | 136,373,313. | 126,051,746. | 38,702,795. | ......... | ......... | 301,127,854. |
| | Grand Totals—All Funds | 576,851,371. | 135,815,180. | 80,923,720. | 42,727,000. | 25,423,072. | 861,740,343. |
| | Deduct inter-fund appropriations | 18,792,383. | ......... | ......... | ......... | ......... | 18,792,383. |
| | Net Totals—All Funds | $558,058,988. | $135,815,180. | $80,923,720. | $42,727,000. | $25,423,072. | $842,947,960. |

*Includes loss and cost in collection of taxes.

***General expense*** *includes appropriations for expenditures for operation, maintenance, ordinary repairs and miscellaneous items of expense, and also includes some amounts classifiable as capital outlay such as engineering and other services on construction projects.*

***Capital outlay*** *includes appropriations for expenditures for purchase of additional and replacement equipment; permanent improvements including rehabilitation and replacement; purchase of land and expenditures incidental to acquisition of land.*

***Debt Service*** *includes appropriations for redemption of debt and interest on debt, and for required reserves.*

***Pension Funds*** *appropriations represents the gross amounts of general property taxes to be levied for the City's contribution to the pension funds without any deduction for loss and cost in the collection of taxes.*

***Loss and cost*** *represents the amounts appropriated as a reserve against the gross amount of general property taxes to be levied for potential losses in tax collections and the City's share of the cost of assessing, billing and collecting such taxes.*

SUMMARY "D"

## SUMMARY OF 1970 APPROPRIATIONS

### By Funds, Departments and Object Classifications

| | Personal Services | Contractual Services | Travel | Commodities | Equipment | Permanent Improvement and Land | Specific Items and Contingencies | Totals |
|---|---|---|---|---|---|---|---|---|
| **CORPORATE FUND:** | | | | | | | | |
| Mayor's Office | $ 446,238. | $ 16,750. | $ 5,000. | $ 12,000. | $ | $ | $ | $ 479,988. |
| Mayor's Committee for Economic and Cultural Development | 184,495. | 15,262. | 3,000. | 2,500. | | | 700. | 205,957. |
| Mayor's Office of Inquiry and Information | 79,423. | 1,800. | | 4,000. | | | 800. | 86,023. |
| Mayor's Office—Budgetary Division | 345,354. | 69,460. | 7,100. | 2,500. | | | 500. | 424,914. |
| Data Center | 1,999,620. | 1,951,612. | 6,700. | 90,000. | 10,000. | | | 4,057,932. |
| Department of Investigation | 100,886. | 13,680. | | 600. | | | 23,700. | 138,866. |
| City Council | 807,156. | | 32,400. | | | | 250,000. | 1,089,556. |
| City Council Committees | 580,247. | 15,308. | 3,539. | 7,980. | 900. | | 16,100. | 624,074. |
| City Council Legislative Reference Bureau | 65,892. | 1,420. | 1,000. | 300. | | | | 68,612. |
| Municipal Reference Library | 179,045. | 17,525. | 1,100. | 20,300. | 7,500. | | 400. | 225,870. |
| Department of Development and Planning | 1,298,175. | 132,900. | 7,900. | 29,000. | | | 66,000. | 1,533,975. |
| Department of Urban Renewal | 245,423. | 33,700. | 3,700. | 27,000. | | | 3,000. | 312,823. |
| Neighborhood Redevelopment Commission | | 6,800. | 500. | 500. | | | | 7,800. |
| City Clerk | 531,613. | 240,700. | 1,000. | 27,000. | | | | 800,313. |
| City Comptroller | 1,907,718. | 96,000. | 5,700. | 27,000. | 48,500. | 40,000. | 3,000. | 2,127,918. |
| City Treasurer | 281,832. | 32,680. | | 3,500. | | | 800. | 318,812. |
| City Collector | 900,705. | 31,300. | 18,280. | 20,000. | 3,500. | | 500. | 974,285. |
| Department of Law | 1,666,861. | 722,700. | 32,500. | 12,000. | | | 6,500. | 2,440,561. |
| Civil Service Commission | 1,497,802. | 68,950. | 4,200. | 21,100. | 16,000. | 1,500. | 125,700. | 1,735,252. |
| Department of Purchases, Contracts and Supplies | 2,323,868. | 101,450. | 18,670. | 53,280. | 49,950. | 1,600. | 5,000. | 2,553,818. |
| Board of Election Commissioners | 1,983,024. | 1,616,000. | 33,000. | 65,000. | 375,000. | 60,000. | 45,000. | 4,177,024. |
| Board of Health | 14,175,294. | 477,500. | 177,000. | 576,645. | 110,000. | 12,500. | 511,707. | 16,040,646. |
| Commission on Human Relations | 438,897. | 54,050. | 6,700. | 4,000. | 1,000. | | 77,000. | 581,647. |
| Commission for the Rehabilitation of Persons | 597,509. | 26,500. | 4,000. | 70,500. | 11,000. | 3,000. | 3,000. | 715,509. |
| Department of Human Resources | 3,802,464. | 268,450. | 40,950. | 41,500. | 68,340. | | 89,500. | 4,311,204. |
| Boards: | | | | | | | | |
| Police Board | 20,316. | | | | | | 10,000. | 30,316. |
| Motion Picture Appeal Board | 20,000. | 2,000. | | | | | | 22,000. |
| Department of Police | 180,211,235. | 4,258,407. | 21,048. | 3,196,484. | 3,045,390. | 109,950. | 150,000. | 190,992,514. |
| Fire Department | 64,848,711. | 465,350. | 90,584. | 935,000. | 1,111,000. | | 155,000. | 67,605,645. |

# SUMMARY OF 1970 APPROPRIATIONS—Continued

## By Funds, Departments and Object Classifications

| Corporate Fund—Continued | Personal Services | Contractual Services | Travel | Commodities | Equipment | Permanent Improvement and Land | Specific Items and Contingencies | Totals |
|---|---|---|---|---|---|---|---|---|
| Department of Buildings | $ 7,015,387. | $ 191,255. | $ 158,802. | $ 59,200. | $ 69,296. | $ 5,000. | $ 1,148,000. | $ 8,646,940. |
| Zoning Board of Appeals | 98,658. | 16,200. | 1,000. | 3,000. | | | | 118,858. |
| Department for the Inspection of Steam Boilers, etc. | 815,474. | 17,150. | 15,500. | 4,500. | 4,000. | | 500. | 857,124. |
| Department of Consumer Sales, Weights and Measures | 596,309. | 106,050. | 10,600. | 11,200. | 16,900. | | 1,200. | 742,259. |
| Department of Environmental Control | 1,147,090. | 150,450. | 34,000. | 53,400. | 29,000. | 12,000. | 502,000. | 1,927,940. |
| Boards of Examiners | 106,984. | | 730. | | | | 4,000. | 111,714. |
| Public Vehicle License Commission | 205,050. | 6,600. | 1,825. | 12,500. | 1,000. | | 1,000. | 227,975. |
| **Local Liquor Control Commissioner** | 41,816. | 63,000. | | | | | 1,000. | 105,816. |
| License Appeal Commission | 27,896. | 4,000. | | | | | 700. | 32,596. |
| **Department of Streets and Sanitation** | | | | | | | | |
| Commissioner's Office | 497,334. | 10,000. | 15,000. | 9,000. | | | 500. | 531,834. |
| Bureau of Sanitation | 30,347,229. | 7,264,601. | 276,600. | 633,000. | 10,000. | | 460,000. | 38,991,430. |
| Bureau of Electricity | 4,248,319. | 4,279,554. | 82,500. | 949,000. | 8,500. | | 35,000. | 9,602,873. |
| Bureau of Forestry, Parkways and Beautification | 1,472,549. | 108,614. | 5,700. | 92,850. | 35,500. | 80,000. | 350. | 1,795,563. |
| Board of Local Improvements | 984,747. | 30,800. | 10,400. | 11,250. | | | 2,500. | 1,039,697. |
| **Department of Public Works** | | | | | | | | |
| Commissioner's Office | 327,450. | 47,400. | 6,000. | 5,000. | | | 1,000. | 386,850. |
| Bureau of Engineering—General | 100,000. | 74,100. | 400. | 2,500. | 5,000. | | 290,000. | 472,000. |
| **Bureau of Engineering—Bridge Maintenance** | 80,000. | 536,100. | 2,640. | 10,000. | 7,500. | | | 636,240. |
| **Bureau of Maps and Plats** | 176,420. | 10,300. | 500. | 3,220. | | | | 190,440. |
| **Bureau of Architecture and Building Maintenance** | 6,109,922. | 997,350. | 15,545. | 762,716. | 66,750. | 463,348. | 220,500. | 8,636,131. |
| Department of the Port of Chicago | 3,069,876. | 326,290. | 17,000. | 50,750. | 40,000. | 50,000. | 13,000. | 3,566,916. |
| Department of Aviation | 2,159,242. | 1,318,505. | 11,425. | 116,650. | 135,950. | 601,500. | 7,500. | 4,350,772. |
| Department of Finance—General | 8,784,691. | 579,800. | | | 75,000. | 35,000. | 7,012,500. | 16,486,991. |
| **Total for Expenditures** | $349,952,246. | $ 26,876,373. | $1,191,738. | $ 8,039,425. | $5,362,476. | $1,475,398. | $11,245,157. | $404,142,813. |
| Loss and Cost | | | | | | | $18,284,805. | $ 18,284,805. |
| **Grand Total Corporate Fund** | $349,952,246. | $ 26,876,373. | $1,191,738. | $ 8,039,425. | $5,362,476. | $1,475,398. | $29,529.962. | $422,427,618. |
| **Percent to Total** | 82.8 | 6.4 | .3 | 1.9 | 1.3 | .3 | 7.0 | 100.0 |

SUMMARY "D"

## SUMMARY OF 1970 APPROPRIATIONS—Continued

### By Funds, Departments and Object Classifications

| | Personal Services | Contractual Services | Travel | Commodities | Equipment | Permanent Improvement and Land | Specific Items and Contingencies | Totals |
|---|---|---|---|---|---|---|---|---|
| **CIVIL DEFENSE FUND:** | | | | | | | | |
| **Chicago Civil Defense Corps** | $ 83,832. | $ 105,000. | $ | 6,000. | $ 60,000. | $ | $ 113,718. | $ 368,550. |
| **Loss and Cost in Collection of Taxes** | | | | | | | 18,450. | 18,450. |
| **Total for Civil Defense Fund** | 83,832. | 105,000. | | 6,000. | 60,000. | | 132,168. | 387,000. |
| **FORESTRY FUND:** | | | | | | | | |
| Bureau of Forestry, Parkways and Beautification | 5,371,741. | 388,748. | 34,450. | 221,000. | 134,000. | 5,500. | 4,000. | 6,159,439. |
| Department of Finance—General | 145,936. | 5,000. | | | | | 138,500. | 289,436. |
| Loss and Cost in Collection of Taxes | | | | | | | 514,890. | 514,890. |
| **Total for Forestry Fund** | 5,517,677. | 393,748. | 34,450. | 221,000. | 134,000. | 5,500. | 657,390. | 6,963,765. |
| **CHICAGO PUBLIC LIBRARY FUNDS:** | | | | | | | | |
| Buildings and Sites | | 730,800. | | | 421,476. | 1,500,480. | 1,000. | 2,653,756. |
| Loss and Cost in Collection of Taxes | | | | | | | 205,920. | 205,920. |
| Maintenance and Operation | 10,722,684. | 697,200. | 14,100. | 1,843,900. | 72,400. | | 400. | 13,350,684. |
| Loss and Cost in Collection of Taxes | | | | | | | 1,029,840. | 1,029,840. |
| **Total for Chicago Public Library Funds** | 10,722,684. | 1,428,000. | 14,100. | 1,843,900. | 493,876. | 1,500,480. | 1,237,160. | 17,240,200. |
| **MUNICIPAL TUBERCULOSIS SANITARIUM FUND:** | | | | | | | | |
| Municipal Tuberculosis Sanitarium | 8,509,424. | 340,000. | 6,600. | 1,075,000. | 145,000. | 340,000. | 25,400. | 10,441,424. |
| Loss and Cost in Collection of Taxes | | | | | | | 675,000. | 675,000. |
| **Total for Municipal Tuberculosis Sanitarium Fund** | 8,509,424. | 340,000. | 6,600. | 1,075,000. | 145,000. | 340,000. | 700,400. | 11,116,424. |
| **JUDGMENT TAX FUND:** | | | | | | | 5,170,500. | 5,170,500. |
| **BOND REDEMPTION AND INTEREST FUND:** | | | | | | | | |
| For Redemption of Bonds and Interest on Bonds | | | | | | | 37,050,425. | 37,050,425. |
| Loss and Cost in Collection of Taxes | | | | | | | 3,664,328. | 3,664,328. |
| **Total for Bond Redemption and Interest Fund** | | | | | | | 40,714,753. | 40,714,753. |
| **CITY RELIEF FUND:** | | | | | | | | |
| Department of Welfare | | | | | | | 12,835,390. | 12,835,390. |
| Loss and Cost in Collection of Taxes | | | | | | | 1,029,839. | 1,029,839. |
| **Total for City Relief Fund** | | | | | | | 13,865,229. | 13,865,229. |
| **PENSION FUNDS:** | | | | | | | 42,727,000. | 42,727,000. |
| TOTAL—Tax Supported Funds Except Corporate | 24,833,617. | 2,266,748. | 55,150. | 3,145,900. | 832,876. | 1,845,980. | 105,204,600. | 138,184,871. |
| TOTAL—All Funds Supported Entirely and/or Partly from Property Taxes | 374,785,863. | 29,143,121. | 1,246,888. | 11,185,325. | 6,195,352. | 3,321,378. | 134,734,562. | 560,612,489. |
| **WATER FUND:** | | | | | | | | |
| Department of Purchases, Contracts and Supplies | 133,688. | 11,804. | 6,000. | | 9,500. | 5,000. | | 165,992. |
| Department of Buildings | 522,762. | | | | | | | 522,762. |
| Department of Public Works: | | | | | | | | |
| Bureau of Engineering: | | | | | | | | |
| Operations Division—General | | | | | | | 650,000. | 650,000. |
| Filtration—Construction | | | | | | 725,000. | | 725,000. |
| Construction and Betterments | | | | | | 3,926,000. | 885,000. | 4,811,000. |
| General and Water Works Design | 350,000. | 22,725. | 800. | 3,000. | 1,000. | | | 377,525. |
| Department of Water and Sewers: | | | | | | | | |
| Commissioner's Office | 363,750. | 18,415. | 2,010. | 3,600. | 100. | | 500. | 388,375. |

# SUMMARY OF 1970 APPROPRIATIONS—Continued

## By Funds, Departments and Object Classifications

| | Personal Services | Contractual Services | Travel | Commodities | Equipment | Permanent Improvement and Land | Specific Items and Contingencies | Totals |
|---|---|---|---|---|---|---|---|---|
| **Bureau of Water:** | | | | | | | | |
| Deputy Commissioner's Office | $ 397,251. | $ 115,197. | $ 3,500. | $ 4,000. | $ 2,200. | $ | $ | $ 522,148. |
| Water Collection Division | 2,939,267. | 183,316. | 40,000. | 36,000. | 9,000. | | 146,000. | 3,353,583. |
| Water Purification Division | 6,425,717. | 1,407,795. | 8,170. | 4,001,405. | 109,000. | | 145,000. | 12,097,087. |
| Pumping Station Operation Division | 4,913,448. | 2,271,925. | 1,900. | 1,544,340. | 36,000. | | 2,200. | 8,769,813. |
| Water Distribution Division | 12,010,722. | 665,450. | 84,500. | 914,100. | 360,900. | 658,000. | 52,000. | 14,745,672. |
| Meter Division | 1,403,505. | 23,435. | 3,200. | 92,868. | 205,550. | | | 1,728,558. |
| Bureau of Sewers | 8,319,372. | 1,177,395. | 60,925. | 245,800. | 75,000. | | | 9,878,492. |
| Department of Finance: | | | | | | | | |
| General | 1,001,173. | 33,500. | | | 25,000. | | 3,195,500. | 4,255,173. |
| Debt Service | | | | | | | 13,454,896. | 13,454,896. |
| **Total for Water Fund** | 38,780,655. | 5,930,957. | 211,005. | 6,845,113. | 833,250. | 5,314,000. | 18,531,096. | 76,446,076. |
| **WATER WORKS SYSTEM CERTIFICATES FUND:** | | | | | | | | |
| Department of Public Works: | | | | | | | | |
| Operations—Construction | | | | | | 5,650,000. | | 5,650,000. |
| Filtration—Construction | | | | | | 3,600,000. | | 3,600,000. |
| Department of Water and Sewers: | | | | | | | | |
| Water Distribution Division—Construction | | | | | | 9,168,000. | | 9,168,000. |
| **Total for Water Certificates Fund** | | | | | | 18,418,000. | | 18,418,000. |
| **TOTAL WATER FUNDS** | 38,780,655. | 5,930,957. | 211,005. | 6,845,113. | 833,250. | 23,732,000. | 18,531,096. | 94,864,076. |
| **VEHICLE TAX FUND:** | | | | | | | | |
| Committee on Traffic and Public Safety | | | 980. | 500. | | | 168,952. | 170,432. |
| Department of Law | | | | | | | 200,000. | 200,000. |
| City Clerk | 446,930. | 88,400. | 3,500. | 192,152. | 31,500. | 5,000. | 1,000. | 768,482. |
| City Collector | 249,163. | 10,000. | | 40,000. | 8,500. | | | 307,663. |
| Chicago Street Traffic Commission | 54,667. | 1,000. | 700. | 1,000. | | | 5,000. | 62,367. |
| Department of Streets and Sanitation: | | | | | | | | |
| Commissioner's Office | 497,334. | 7,200. | | | 6,000. | | | 510,534. |
| Bureau of Streets | 1,221,231. | 79,100. | 46,000. | 13,000. | 7,500. | | 2,884,447. | 4,251,278. |
| Bureau of Sanitation | | | | | | | 2,750,000. | 2,750,000. |
| Bureau of Electricity | 968,190. | 715,000. | 27,000. | 63,390. | | | | 1,773,580. |
| Bureau of Street Traffic | 4,486,696. | 1,269,470. | 57,300. | 611,405. | 14,700. | | 1,736,000. | 8,175,571. |
| Bureau of Forestry, Parkways and Beautification | 668,895. | | 2,280. | | | | | 671,175. |
| Department of Water and Sewers: | | | | | | | | |
| Bureau of Sewers | 281,382. | | | | | | 150,000. | 431,382. |
| Department of Public Works: | | | | | | | | |
| Bureau of Engineering | | | | | | | 570,000. | 570,000. |
| Bureau of Architecture and Building Maintenance | | | | | | | 36,000. | 36,000. |
| Department of Finance—General | 199,871. | 3,000. | | | 5,000. | | 9,896,300. | 10,104,171. |
| **Total for Vehicle Tax Fund** | 9,074,359. | 2,173,170. | 137,760. | 921,447. | 73,200. | 5,000. | 18,397,699. | 30,782,635. |

SUMMARY "D"

## SUMMARY OF 1970 APPROPRIATIONS—Continued

### By Funds, Departments and Object Classifications

| | Personal Services | Contractual Services | Travel | Commodities | Equipment | Permanent Improvement and Land | Specific Items and Contingencies | Totals |
|---|---|---|---|---|---|---|---|---|
| **MOTOR FUEL TAX FUND:** | $ | $ | $ | $ | $ | $ | $ 52,700,000. | $ 52,700,000. |
| **MUNICIPAL HOTEL OPERATORS' OCCUPATION TAX FUND:** | | | | | | | 1,029,000. | 1,029,000. |
| **GENERAL OBLIGATION BOND FUNDS:** | | | | | | | 50,291,500. | 50,291,500. |
| **CALUMET SKYWAY TOLL BRIDGE REVENUE FUND:** | | | | | | | | |
| Department of Streets and Sanitation: | | | | | | | | |
| Commissioner's Office | 637,288. | 1,270,000. | 2,000. | 49,500. | 4,000. | | 20,000. | 1,982,788. |
| Department of Finance—General | 10,302. | 15,000. | | | | | 2,821,910. | 2,847,212. |
| **Total for Calumet Skyway Toll Bridge Revenue Fund** | 647,590. | 1,285,000. | 2,000. | 49,500. | 4,000. | | 2,841,910. | 4,830,000. |
| **PARKING REVENUE FUND:** | | | | | | | | |
| Bureau of Parking | 810,230. | 60,940. | 8,500. | 8,300. | 6,000. | 1,000. | 7,267,500. | 8,162,470. |
| Department of Finance—General | 15,528. | | | | | | 2,330,000. | 2,345,528. |
| Total for Parking Revenue Fund | 825,758. | 60,940. | 8,500. | 8,300. | 6,000. | 1,000. | 9,597,500. | 10,507,998. |
| **CHICAGO-O'HARE INTERNATIONAL AIRPORT REVENUE FUND:** | | | | | | | | |
| Department of Aviation | 6,627,520. | 7,518,950. | 10,600. | 1,089,000. | 586,600. | | 13,022,283. | 28,854,953. |
| Department of Finance—General | 17,796. | | | | | | 20,125,989. | 20,143,785. |
| Total for Chicago-O'Hare International Airport Revenue Fund | 6,645,316. | 7,518,950. | 10,600. | 1,089,000. | 586,600. | | 33,148,272. | 48,998,738. |
| **CHICAGO-O'HARE INTERNATIONAL AIRPORT REVENUE BONDS:** | | | | | | | 5,445,000. | 5,445,000. |
| **CITY TRACTION FUND:** | | | | | | | | |
| Department of Public Works | | | | | | | 420,000. | 420,000. |
| **CITY TRANSIT FUND:** | | | | | | | | |
| Committee on Local Transportation | 180,446. | | | | | | 114,500. | 294,946. |
| Department of Law | 100,065. | 9,700. | | | | | 20,000. | 129,765. |
| Department of Public Works | | | | | | | 834,196. | 834,196. |
| Total for City Transit Fund | 280,511. | 9,700. | | | | | 968,696. | 1,258,907. |
| **GRAND TOTAL ALL FUNDS— Including Loss and Cost** | $431,040,052. | $ 46,121,838. | $1,616,753. | $20,098,685. | $7,698,402. | $27,059,378. | $328,105,235. | $861,740,343. |
| **Deduct reimbursements between funds** | | | | | | | | 18,792,383. |
| **NET GRAND TOTAL** | | | | | | | | $842,947,960. |

Following are summaries accompanying the annual appropriation ordinance for the year 1970:

SUMMARY "B"

## SUMMARY OF ESTIMATED RESOURCES FROM WHICH APPROPRIATIONS ARE MADE
### FOR YEAR 1970

*(For further details see estimate statements)*

| | | REVENUE | | | | |
|---|---|---|---|---|---|---|
| Estimate No. | Funds | Gross Tax Levy | Other Revenue | Total Revenue | Surplus and Other* | Total Appropriable |
| | **PROPERTY TAX SUPPORTED FUNDS** | | | | | |
| **1.** | **Corporate Fund** | $203,165,539. | $207,435,933. | $410,601,472. | $ 11,827,150. | $422,428,622. |
| **6.** | **Civil Defense Fund** | 205,000. | .......... | 205,000. | 182,000. | 387,000. |
| **7.** | **Forestry Fund** | 5,721,000. | .......... | 5,721,000. | 1,244,000. | 6,965,000. |
| **8.** | **Library Fund—Buildings and Sites** | 2,288,000. | 100,000. | 2,388,000. | 471,676. | 2,859,676. |
| **9.** | **Library Fund—Maintenance and Operation** | 11,442,668. | 375,000. | 11,817,668. | 2,562,856. | 14,380,524. |
| **10.** | **Municipal Tuberculosis Sanitarium Fund** | 7,500,000. | 1,130,000. | 8,630,000. | 2,493,000. | 11,123,000. |
| 12. | Judgment Tax Fund | 4,500,000. | .......... | 4,500,000. | 670,500. | 5,170,500. |
| 14. | Bond Redemption and Interest Fund | 40,714,753. | .......... | 40,714,753. | .......... | 40,714,753. |
| 15. | City Relief Fund | 11,442,660. | .......... | 11,442,660. | 2,422,569. | 13,865,229. |
| 16-20. | Pension Funds | 42,727,000. | .......... | 42,727,000. | .......... | 42,727,000. |
| | **Totals—Property Tax Supported Funds** | 329,706,620. | 209,040,933. | 538,747,553. | 21,873,751. | 560,621,304. |
| | **NON-PROPERTY TAX FUNDS** | | | | | |
| **2.** | **Water Fund** | .......... | 72,500,000. | 72,500,000. | 4,000,000. | 76,500,000. |
| **3.** | **Water Works Certificates Fund** | .......... | .......... | .......... | 18,500,000. | 18,500,000. |
| **4.** | **Vehicle Tax Fund** | .......... | 30,249,000. | 30,249,000. | 533,635. | 30,782,635. |
| **5.** | **Motor Fuel Tax Fund** | .......... | 32,700,000. | 32,700,000. | 20,000,000. | 52,700,000. |
| 11. | Municipal Hotel Operators' Occupation Tax Fund | .......... | 995,000. | 995,000. | 34,000. | 1,029,000. |
| 13. | General Obligation Bond Funds | .......... | .......... | .......... | 66,637,700. | 66,637,700. |
| 21. | Calumet Skyway Revenue Fund | .......... | 4,160,000. | 4,160,000. | 670,000. | 4,830,000. |
| 22. | Parking Revenue Fund | .......... | 8,360,000. | 8,360,000. | 4,261,200. | 12,621,200. |
| 23. | Chicago-O'Hare Airport Revenue Fund | .......... | 49,000,000. | 49,000,000. | .......... | 49,000,000. |
| 24. | Chicago-O'Hare Airport Revenue Bond Fund | .......... | .......... | .......... | 5,445,000. | 5,445,000. |
| 25. | City Traction Fund | .......... | .......... | .......... | 420,000. | 420,000. |
| 26. | City Transit Fund | .......... | 586,760. | 586,760. | 673,000. | 1,259,760. |
| | **Totals—Non-Property Tax Funds** | .......... | 198,550,760. | 198,550,760. | 121,174,535. | 319,725,295. |
| | **Grand Totals—All Funds** | 329,706,620. | 407,591,693. | 737,298,313. | 143,048,286. | 880,346,599. |
| | **Deduct reimbursements between funds** | .......... | 18,792,383. | 18,792,383. | .......... | 18,792,383. |
| | **Net Totals—All Funds** | $329,706,620. | $388,799,310. | $718,505,930. | $143,048,286. | $861,554,216. |

*"Surplus and Other" are the estimated net current assets at January 1 as shown in the estimates for the respective funds.*

SUMMARY "C"

## SUMMARY OF APPROPRIATIONS FROM FUNDS BY MAJOR PURPOSES FOR YEAR 1970

| No. | | General Expense | Capital Outlay | Debt Service | Pension Funds | Specific Levies for Loss and Cost on Taxes | Total Appropriations |
|---|---|---|---|---|---|---|---|
| | **PROPERTY TAX SUPPORTED FUNDS** | | | | | | |
| 1. | Corporate Fund | $397,073,235. | $ 7,069,578. | | | $18,284,805. | $422,427,618. |
| 6. | Civil Defense Fund | 293,550. | 75,000. | | | 18,450. | 387,000. |
| 7. | Forestry Fund | 6,309,375. | 139,500. | | | 514,890. | 6,963,765. |
| 8. | Library Fund—Buildings and Sites | 731,800. | 1,921,956. | | | 205,920. | 2,859,676. |
| 9. | Library Fund—Maintenance and Operation | 13,278,284. | 72,400. | | | 1,029,840. | 14,380,524. |
| 10. | Municipal Tuberculosis Sanitarium Fund | 9,956,424. | 485,000. | | | 675,000. | 11,116,424. |
| 12. | Judgment Tax Fund | | | $ 5,170,500.* | | | 5,170,500. |
| 14. | Bond Redemption and Interest Fund | | | 37,050,425. | | 3,664,328. | 40,714,753. |
| 15. | City Relief Fund | 12,835,390. | | | | 1,029,839. | 13,865,229. |
| | **Pension Funds:** | | | | | | |
| 16. | Municipal Employes' Annuity and Benefit | | | | $15,118,000.* | | 15,118,000. |
| 17. | Laborers' Annuity and Benefit | | | | 4,485,000.* | | 4,485,000. |
| 18. | Policemen's Annuity and Benefit | | | | 13,047,000.* | | 13,047,000. |
| 19. | Firemen's Annuity and Benefit | | | | 10,017,000.* | | 10,017,000. |
| 20. | Park Employes' Annuity and Benefit | | | | 60,000.* | | 60,000. |
| | Totals—Property Tax Supported Funds | 440,478,058. | 9,763,434. | 42,220,925. | 42,727.000.* | 25,423,072. | 560,612,489. |
| | **NON-PROPERTY TAX FUNDS** | | | | | | |
| 2. | Water Fund | 56,843,930. | 6,147,250. | 13,454,896. | | | 76,446,076. |
| 3. | Water Works Certificates Fund | | 18,418,000. | | | | 18,418,000. |
| 4. | Vehicle Tax Fund | 30,482,435. | 300,200. | | | | 30,782,635. |
| 5. | Motor Fuel Tax Fund | 17,700,000. | 35,000,000. | | | | 52,700,000. |
| 11. | Muncipal Hotel Operators' Tax Fund | 1,029,000. | | | | | 1,029,000. |
| 13. | General Obligation Bond Funds | | 50,291,500. | | | | 50,291,500. |
| 21. | Calumet Skyway Revenue Fund | 2,004,090. | 4,000. | 2,821,910. | | | 4,830,000. |
| 22. | Parking Revenue Fund | 7,190,998. | 1,017,000. | 2,300,000. | | | 10,507,998. |
| 23. | Chicago-O'Hare Airport Revenue Fund | 20,628,149. | 8,244,600. | 20,125,989. | | | 48,998,738. |
| 24. | Chicago-O'Hare Airport Revenue Bonds | | 5,445,000. | | | | 5,445,000. |
| 25. | City Traction Fund | | 420,000. | | | | 420,000. |
| 26. | City Transit Fund | 494,711. | 764,196. | | | | 1,258,907. |
| | Totals—Non-Property Tax Funds | 136,373,313. | 126,051,746. | 38,702,795. | | | 301,127,854. |
| | Grand Totals—All Funds | 576,851,371. | 135,815,180. | 80,923,720. | 42,727,000. | 25,423,072. | 861,740,343. |
| | Deduct inter-fund appropriations | 18,792,383. | | | | | 18,792,383. |
| | Net Totals—All Funds | $558,058,988. | $135,815,180. | $80,923,720. | $42,727,000. | $25,423,072. | $842,947,960. |

*Includes loss and cost in collection of taxes.

*General expense includes appropriations for expenditures for operation, maintenance, ordinary repairs and miscellaneous items of expense, and also includes some amounts classifiable as capital outlay such as engineering and other services on construction projects.*

*Capital outlay includes appropriations for expenditures for purchase of additional and replacement equipment; permanent improvements including rehabilitation and replacement; purchase of land and expenditures incidental to acquisition of land.*

*Debt Service includes appropriations for redemption of debt and interest on debt, and for required reserves.*

*Pension Funds appropriations represents the gross amounts of general property taxes to be levied for the City's contribution to the pension funds without any deduction for loss and cost in the collection of taxes.*

*Loss and cost represents the amounts appropriated as a reserve against the gross amount of general property taxes to be levied for potential losses in tax collections and the City's share of the cost of assessing, billing and collecting such taxes.*

SUMMARY "D"

## SUMMARY OF 1970 APPROPRIATIONS

### By Funds, Departments and Object Classifications

| | Personal Services | Contractual Services | Travel | Commodities | Equipment | Permanent Improvement and Land | Specific Items and Contingencies | Totals |
|---|---|---|---|---|---|---|---|---|
| **CORPORATE FUND:** | | | | | | | | |
| Mayor's Office | $ 446,238. | $ 16,750. | $ 5,000. | $ 12,000. | $ | $ | $ | $ 479,988. |
| Mayor's Committee for Economic and Cultural Development | 184,495. | 15,262. | 3,000. | 2,500. | | | 700. | 205,957. |
| Mayor's Office of Inquiry and Information | 79,423. | 1,800. | | 4,000. | | | 800. | 86,023. |
| Mayor's Office—Budgetary Division | 345,354. | 69,460. | 7,100. | 2,500. | | | 500. | 424,914. |
| Data Center | 1,999,620. | 1,951,612. | 6,700. | 90,000. | 10,000. | | | 4,057,932. |
| Department of Investigation | 100,886. | 13,680. | | 600. | | | 23,700. | 138,866. |
| City Council | 807,156. | | 32,400. | | | | 250,000. | 1,089,556. |
| City Council Committees | 580,247. | 15,308. | 3,539. | 7,980. | 900. | | 16,100. | 624,074. |
| City Council Legislative Reference Bureau | 65,892. | 1,420. | 1,000. | 300. | | | | 68,612. |
| Municipal Reference Library | 179,045. | 17,525. | 1,100. | 20,300. | 7,500. | | 400. | 225,870. |
| Department of Development and Planning | 1,298,175. | 132,900. | 7,900. | 29,000. | | | 66,000. | 1,533,975. |
| Department of Urban Renewal | 245,423. | 33,700. | 3,700. | 27,000. | | | 3,000. | 312,823. |
| Neighborhood Redevelopment Commission | | 6,800. | 500. | 500. | | | | 7,800. |
| City Clerk | 531,613. | 240,700. | 1,000. | 27,000. | | | | 800,313. |
| City Comptroller | 1,907,718. | 96,000. | 5,700. | 27,000. | 48,500. | 40,000. | 3,000. | 2,127,918. |
| City Treasurer | 281,832. | 32,680. | | 3,500. | | | 800. | 318,812. |
| City Collector | 900,705. | 31,300. | 18,280. | 20,000. | 3,500. | | 500. | 974,285. |
| Department of Law | 1,666,861. | 722,700. | 32,500. | 12,000. | | | 6,500. | 2,440,561. |
| Civil Service Commission | 1,497,802. | 68,950. | 4,200. | 21,100. | 16,000. | 1,500. | 125,700. | 1,735,252. |
| Department of Purchases, Contracts and Supplies | 2,323,868. | 101,450. | 18,670. | 53,280. | 49,950. | 1,600. | 5,000. | 2,553,818. |
| Board of Election Commissioners | 1,983,024. | 1,616,000. | 33,000. | 65,000. | 375,000. | 60,000. | 45,000. | 4,177,024. |
| Board of Health | 14,175,294. | 477,500. | 177,000. | 576,645. | 110,000. | 12,500. | 511,707. | 16,040,646. |
| Commission on Human Relations | 438,897. | 54,050. | 6,700. | 4,000. | 1,000. | | 77,000. | 581,647. |
| Commission for the Rehabilitation of Persons | 597,509. | 26,500. | 4,000. | 70,500. | 11,000. | 3,000. | 3,000. | 715,509. |
| Department of Human Resources | 3,802,464. | 268,450. | 40,950. | 41,500. | 68,340. | | 89,500. | 4,311,204. |
| Boards: | | | | | | | | |
| Police Board | 20,316. | | | | | | 10,000. | 30,316. |
| Motion Picture Appeal Board | 20,000. | 2,000. | | | | | | 22,000. |
| Department of Police | 180,211,235. | 4,258,407. | 21,048. | 3,196,484. | 3,045,390. | 109,950. | 150,000. | 190,992,514. |
| Fire Department | 64,848,711. | 465,350. | 90,584. | 935,000. | 1,111,000. | | 155,000. | 67,605,645. |

**SUMMARY "D"**

## SUMMARY OF 1970 APPROPRIATIONS—Continued

## By Funds, Departments and Object Classifications

| Corporate Fund—Continued | Personal Services | Contractual Services | Travel | Commodities | Equipment | Permanent Improvement and Land | Specific Items and Contingencies | Totals |
|---|---|---|---|---|---|---|---|---|
| Department of Buildings | $ 7,015,387. | $ 191,255. | $ 158,802. | $ 59,200. | $ 69,296. | $ 5,000. | $ 1,148,000. | $ 8,646,940. |
| Zoning Board of Appeals | 98,658. | 16,200. | 1,000. | 3,000. | | | | 118,858. |
| Department for the Inspection of Steam Boilers, etc. | 815,474. | 17,150. | 15,500. | 4,500. | 4,000. | | 500. | 857,124. |
| Department of Consumer Sales, Weights and Measures | 596,309. | 106,050. | 10,600. | 11,200. | 16,900. | | 1,200. | 742,259. |
| Department of Environmental Control | 1,147,090. | 150,450. | 34,000. | 53,400. | 29,000. | 12,000. | 502,000. | 1,927,940. |
| Boards of Examiners | 106,984. | | 730. | | | | 4,000. | 111,714. |
| Public Vehicle License Commission | 205,050. | 6,600. | 1,825. | 12,500. | 1,000. | | 1,000. | 227,975. |
| **Local Liquor Control Commissioner** | 41,816. | 63,000. | | | | | 1,000. | 105,816. |
| License Appeal Commission | 27,896. | 4,000. | | | | | 700. | 32,596. |
| Department of Streets and Sanitation | | | | | | | | |
| Commissioner's Office | 497,334. | 10,000. | 15,000. | 9,000. | | | 500. | 531,834. |
| Bureau of Sanitation | 30,347,229. | 7,264,601. | 276,600. | 633,000. | 10,000. | | 460,000. | 38,991,430. |
| Bureau of Electricity | 4,248,319. | 4,279,554. | 82,500. | 949,000. | 8,500. | | 35,000. | 9,602,873. |
| Bureau of Forestry, Parkways and Beautification | 1,472,549. | 108,614. | 5,700. | 92,850. | 35,500. | 80,000. | 350. | 1,795,563. |
| Board of Local Improvements | 984,747. | 30,800. | 10,400. | 11,250. | | | 2,500. | 1,039,697. |
| Department of Public Works | | | | | | | | |
| Commissioner's Office | 327,450. | 47,400. | 6,000. | 5,000. | | | 1,000. | 386,850. |
| Bureau of Engineering—General | 100,000. | 74,100. | 400. | 2,500. | 5,000. | | 290,000. | 472,000. |
| Bureau of Engineering—Bridge Maintenance | 80,000. | 536,100. | 2,640. | 10,000. | 7,500. | | | 636,240. |
| Bureau of Maps and Plats | 176,420. | 10,300. | 500. | 3,220. | | | | 190,440. |
| Bureau of Architecture and Building Maintenance | 6,109,922. | 997,350. | 15,545. | 762,716. | 66,750. | 463,348. | 220,500. | 8,636,131. |
| Department of the Port of Chicago | 3,069,876. | 326,290. | 17,000. | 50,750. | 40,000. | 50,000. | 13,000. | 3,566,916. |
| Department of Aviation | 2,159,242. | 1,318,505. | 11,425. | 116,650. | 135,950. | 601,500. | 7,500. | 4,350,772. |
| Department of Finance—General | 8,784,691. | 579,800. | | | 75,000. | 35,000. | 7,012,500. | 16,486,991. |
| **Total for Expenditures** | $349,952,246. | $ 26,876,373. | $1,191,738. | $ 8,039,425. | $5,362,476. | $1,475,398. | $11,245,157. | $404,142,813. |
| Loss and Cost | | | | | | | $18,284,805. | $ 18,284,805. |
| **Grand Total Corporate Fund** | $349,952,246. | $ 26,876,373. | $1,191,738. | $ 8,039,425. | $5,362,476. | $1,475,398. | $29,529.962. | $422,427,618. |
| **Percent to Total** | 82.8 | 6.4 | .3 | 1.9 | 1.3 | .3 | 7.0 | 100.0 |

SUMMARY "D"

## SUMMARY OF 1970 APPROPRIATIONS—Continued

### By Funds, Departments and Object Classifications

| | Personal Services | Contractual Services | Travel | Commodities | Equipment | Permanent Improvement and Land | Specific Items and Contingencies | Totals |
|---|---|---|---|---|---|---|---|---|
| **CIVIL DEFENSE FUND:** | | | | | | | | |
| **Chicago Civil Defense Corps** | $ 83,832. | $ 105,000. | $ | 6,000. | $ 60,000. | $ | $ 113,718. | $ 368,550. |
| **Loss and Cost in Collection of Taxes** | | | | | | | 18,450. | 18,450. |
| **Total for Civil Defense Fund** | 83,832. | 105,000. | | 6,000. | 60,000. | | 132,168. | 387,000. |
| **FORESTRY FUND:** | | | | | | | | |
| Bureau of Forestry, Parkways and Beautification | 5,371,741. | 388,748. | 34,450. | 221,000. | 134,000. | 5,500. | 4,000. | 6,159,439. |
| Department of Finance—General | 145,936. | 5,000. | | | | | 138,500. | 289,436. |
| Loss and Cost in Collection of Taxes | | | | | | | 514,890. | 514,890. |
| **Total for Forestry Fund** | 5,517,677. | 393,748. | 34,450. | 221,000. | 134,000. | 5,500. | 657,390. | 6,963,765. |
| **CHICAGO PUBLIC LIBRARY FUNDS:** | | | | | | | | |
| Buildings and Sites | | 730,800. | | | 421,476. | 1,500,480. | 1,000. | 2,653,756. |
| Loss and Cost in Collection of Taxes | | | | | | | 205,920. | 205,920. |
| Maintenance and Operation | 10,722,684. | 697,200. | 14,100. | 1,843,900. | 72,400. | | 400. | 13,350,684. |
| Loss and Cost in Collection of Taxes | | | | | | | 1,029,840. | 1,029,840. |
| **Total for Chicago Public Library Funds** | 10,722,684. | 1,428,000. | 14,100. | 1,843,900. | 493,876. | 1,500,480. | 1,237,160. | 17,240,200. |
| **MUNICIPAL TUBERCULOSIS SANITARIUM FUND:** | | | | | | | | |
| Municipal Tuberculosis Sanitarium | 8,509,424. | 340,000. | 6,600. | 1,075,000. | 145,000. | 340,000. | 25,400. | 10,441,424. |
| Loss and Cost in Collection of Taxes | | | | | | | 675,000. | 675,000. |
| **Total for Municipal Tuberculosis Sanitarium Fund** | 8,509,424. | 340,000. | 6,600. | 1,075,000. | 145,000. | 340,000. | 700,400. | 11,116,424. |
| **JUDGMENT TAX FUND:** | | | | | | | 5,170,500. | 5,170,500. |
| **BOND REDEMPTION AND INTEREST FUND:** | | | | | | | | |
| For Redemption of Bonds and Interest on Bonds | | | | | | | 37,050,425. | 37,050,425. |
| Loss and Cost in Collection of Taxes | | | | | | | 3,664,328. | 3,664,328. |
| **Total for Bond Redemption and Interest Fund** | | | | | | | 40,714,753. | 40,714,753. |
| **CITY RELIEF FUND:** | | | | | | | | |
| Department of Welfare | | | | | | | 12,835,390. | 12,835,390. |
| Loss and Cost in Collection of Taxes | | | | | | | 1,029,839. | 1,029,839. |
| **Total for City Relief Fund** | | | | | | | 13,865,229. | 13,865,229. |
| **PENSION FUNDS:** | | | | | | | 42,727,000. | 42,727,000. |
| **TOTAL—Tax Supported Funds Except Corporate** | 24,833,617. | 2,266,748. | 55,150. | 3,145,900. | 832,876. | 1,845,980. | 105,204,600. | 138,184,871. |
| **TOTAL—All Funds Supported Entirely and/or Partly from Property Taxes** | 374,785,863. | 29,143,121. | 1,246,888. | 11,185,325. | 6,195,352. | 3,321,378. | 134,734,562. | 560,612,489. |
| **WATER FUND:** | | | | | | | | |
| Department of Purchases, Contracts and Supplies | 133,688. | 11,804. | 6,000. | | 9,500. | 5,000. | | 165,992. |
| Department of Buildings | 522,762. | | | | | | | 522,762. |
| Department of Public Works: | | | | | | | | |
| Bureau of Engineering: | | | | | | | | |
| Operations Division—General | | | | | | | 650,000. | 650,000. |
| Filtration—Construction | | | | | | 725,000. | | 725,000. |
| Construction and Betterments | | | | | | 3,926,000. | 885,000. | 4,811,000. |
| General and Water Works Design | 350,000. | 22,725. | 800. | 3,000. | 1,000. | | | 377,525. |
| Department of Water and Sewers: | | | | | | | | |
| Commissioner's Office | 363,750. | 18,415. | 2,010. | 3,600. | 100. | | 500. | 388,375. |

## SUMMARY OF 1970 APPROPRIATIONS—Continued

### By Funds, Departments and Object Classifications

| | Personal Services | Contractual Services | Travel | Commodities | Equipment | Permanent Improvement and Land | Specific Items and Contingencies | Totals |
|---|---|---|---|---|---|---|---|---|
| **Bureau of Water:** | | | | | | | | |
| Deputy Commissioner's Office | $ 397,251. | $ 115,197. | $ 3,500. | $ 4,000. | $ 2,200. | $ | $ | $ 522,148. |
| Water Collection Division | 2,939,267. | 183,316. | 40,000. | 36,000. | 9,000. | | 146,000. | 3,353,583. |
| Water Purification Division | 6,425,717. | 1,407,795. | 8,170. | 4,001,405. | 109,000. | | 145,000. | 12,097,087. |
| Pumping Station Operation Division | 4,913,448. | 2,271,925. | 1,900. | 1,544,340. | 36,000. | | 2,200. | 8,769,813. |
| Water Distribution Division | 12,010,722. | 665,450. | 84,500. | 914,100. | 360,900. | 658,000. | 52,000. | 14,745,672. |
| Meter Division | 1,403,505. | 23,435. | 3,200. | 92,868. | 205,550. | | | 1,728,558. |
| Bureau of Sewers | 8,319,372. | 1,177,395. | 60,925. | 245,800. | 75,000. | | | 9,878,492. |
| Department of Finance: | | | | | | | | |
| General | 1,001,173. | 33,500. | | | 25,000. | | 3,195,500. | 4,255,173. |
| Debt Service | | | | | | | 13,454,896. | 13,454,896. |
| **Total for Water Fund** | 38,780,655. | 5,930,957. | 211,005. | 6,845,113. | 833,250. | 5,314,000. | 18,531,096. | 76,446,076. |
| **WATER WORKS SYSTEM CERTIFICATES FUND:** | | | | | | | | |
| Department of Public Works: | | | | | | | | |
| Operations—Construction | | | | | | 5,650,000. | | 5,650,000. |
| Filtration—Construction | | | | | | 3,600,000. | | 3,600,000. |
| Department of Water and Sewers: | | | | | | | | |
| Water Distribution Division—Construction | | | | | | 9,168,000. | | 9,168,000. |
| **Total for Water Certificates Fund** | | | | | | 18,418,000. | | 18,418,000. |
| **TOTAL WATER FUNDS** | 38,780,655. | 5,930,957. | 211,005. | 6,845,113. | 833,250. | 23,732,000. | 18,531,096. | 94,864,076. |
| **VEHICLE TAX FUND:** | | | | | | | | |
| Committee on Traffic and Public Safety | | | 980. | 500. | | | 168,952. | 170,432. |
| Department of Law | | | | | | | 200,000. | 200,000. |
| City Clerk | 446,930. | 88,400. | 3,500. | 192,152. | 31,500. | 5,000. | 1,000. | 768,482. |
| City Collector | 249,163. | 10,000. | | 40,000. | 8,500. | | | 307,663. |
| Chicago Street Traffic Commission | 54,667. | 1,000. | 700. | 1,000. | | | 5,000. | 62,367. |
| Department of Streets and Sanitation: | | | | | | | | |
| Commissioner's Office | 497,334. | 7,200. | | | 6,000. | | | 510,534. |
| Bureau of Streets | 1,221,231. | 79,100. | 46,000. | 13,000. | 7,500. | | 2,884,447. | 4,251,278. |
| Bureau of Sanitation | | | | | | | 2,750,000. | 2,750,000. |
| Bureau of Electricity | 968,190. | 715,000. | 27,000. | 63,390. | | | | 1,773,580. |
| Bureau of Street Traffic | 4,486,696. | 1,269,470. | 57,300. | 611,405. | 14,700. | | 1,736,000. | 8,175,571. |
| Bureau of Forestry, Parkways and Beautification | 668,895. | | 2,280. | | | | | 671,175. |
| Department of Water and Sewers: | | | | | | | | |
| Bureau of Sewers | 281,382. | | | | | | 150,000. | 431,382. |
| Department of Public Works: | | | | | | | | |
| Bureau of Engineering | | | | | | | 570,000. | 570,000. |
| Bureau of Architecture and Building Maintenance | | | | | | | 36,000. | 36,000. |
| Department of Finance—General | 199,871. | 3,000. | | | 5,000. | | 9,896,300. | 10,104,171. |
| **Total for Vehicle Tax Fund** | 9,074,359. | 2,173,170. | 137,760. | 921,447. | 73,200. | 5,000. | 18,397,699. | 30,782,635. |

SUMMARY "D"

## SUMMARY OF 1970 APPROPRIATIONS—Continued

### By Funds, Departments and Object Classifications

| | Personal Services | Contractual Services | Travel | Commodities | Equipment | Permanent Improvement and Land | Specific Items and Contingencies | Totals |
|---|---|---|---|---|---|---|---|---|
| MOTOR FUEL TAX FUND: | $ | $ | $ | $ | $ | $ | $ 52,700,000. | $ 52,700,000. |
| MUNICIPAL HOTEL OPERATORS' OCCUPATION TAX FUND: | | | | | | | 1,029,000. | 1,029,000. |
| GENERAL OBLIGATION BOND FUNDS: | | | | | | | 50,291,500. | 50,291,500. |
| **CALUMET SKYWAY TOLL BRIDGE REVENUE FUND:** | | | | | | | | |
| Department of Streets and Sanitation: | | | | | | | | |
| Commissioner's Office | 637,288. | 1,270,000. | 2,000. | 49,500. | 4,000. | | 20,000. | 1,982,788. |
| Department of Finance—General | 10,302. | 15,000. | | | | | 2,821,910. | 2,847,212. |
| **Total for Calumet Skyway Toll Bridge Revenue Fund** | 647,590. | 1,285,000. | 2,000. | 49,500. | 4,000. | | 2,841,910. | 4,830,000. |
| **PARKING REVENUE FUND:** | | | | | | | | |
| Bureau of Parking | 810,230. | 60,940. | 8,500. | 8,300. | 6,000. | 1,000. | 7,267,500. | 8,162,470. |
| Department of Finance—General | 15,528. | | | | | | 2,330,000. | 2,345,528. |
| Total for Parking Revenue Fund | 825,758. | 60,940. | 8,500. | 8,300. | 6,000. | 1,000. | 9,597,500. | 10,507,998. |
| **CHICAGO-O'HARE INTERNATIONAL AIRPORT REVENUE FUND:** | | | | | | | | |
| Department of Aviation | 6,627,520. | 7,518,950. | 10,600. | 1,089,000. | 586,600. | | 13,022,283. | 28,854,953. |
| Department of Finance—General | 17,796. | | | | | | 20,125,989. | 20,143,785. |
| Total for Chicago-O'Hare International Airport Revenue Fund | 6,645,316. | 7,518,950. | 10,600. | 1,089,000. | 586,600. | | 33,148,272. | 48,998,738. |
| **CHICAGO-O'HARE INTERNATIONAL AIRPORT REVENUE BONDS:** | | | | | | | 5,445,000. | 5,445,000. |
| **CITY TRACTION FUND:** | | | | | | | | |
| Department of Public Works | | | | | | | 420,000. | 420,000. |
| **CITY TRANSIT FUND:** | | | | | | | | |
| Committee on Local Transportation | 180,446. | | | | | | 114,500. | 294,946. |
| Department of Law | 100,065. | 9,700. | | | | | 20,000. | 129,765. |
| Department of Public Works | | | | | | | 834,196. | 834,196. |
| Total for City Transit Fund | 280,511. | 9,700. | | | | | 968,696. | 1,258,907. |
| **GRAND TOTAL ALL FUNDS— Including Loss and Cost** | $431,040,052. | $ 46,121,838. | $1,616,753. | $20,098,685. | $7,698,402. | $27,059,378. | $328,105,235. | $861,740,343. |
| **Deduct reimbursements between funds** | | | | | | | | 18,792,383. |
| **NET GRAND TOTAL** | | | | | | | | $842,947,960. |

Following are summaries accompanying the annual appropriation ordinance for the year 1970:

# DISTRIBUTION OF APPROPRIATIONS BY FUNCTION, SUB-FUNCTION AND ACTIVITIES

## — 1970 —

| | | Corporate Fund | Water Funds | Vehicle Tax Fund | General Obligation Bonds | City Traction and Transit Funds | Parking Revenue Fund | M.T.S. Fund | Calumet Skyway Fund | Library Funds | All Other Funds | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1000 | **GENERAL GOVERNMENT:** | | | | | | | | | | | |
| 1100 | **Executive Direction of the City Government** | | | | | | | | | | | |
| | Office of the Mayor | $ 479,988. | $ | $ | $ | $ | $ | $ | $ | $ | $ | $ 479,988. |
| | Mayor's Committee for Economic and Cultural Development | 205,957. | | | | | | | | | | 205,957. |
| | Office of Inquiry and Information | | | | | | | | | | | |
| | General Information Services | 86,023. | | | | | | | | | | 86,023. |
| | Budgetary Division | | | | | | | | | | | |
| | Administration | 80,478. | | | | | | | | | | 80,478. |
| | Budget Preparation and Execution | 172,109. | | | | | | | | | | 172,109. |
| | Program Reporting, Review and Analysis | 30,810. | | | | | | | | | | 30,810. |
| | Personnel Utilization Studies | 141,517. | | | | | | | | | | 141,517. |
| | Data Center | | | | | | | | | | | |
| | Administration | 235,757. | | | | | | | | | | 235,757. |
| | Systems and Programming | 677,530. | | | | | | | | | | 677,530. |
| | Operations | 3,063,373. | | | | | | | | | | 3,063,373. |
| | Research | 81,272. | | | | | | | | | | 81,272. |
| | Department of Investigation | | | | | | | | | | | |
| | Special Investigations | 138,866. | | | | | | | | | | 138,866. |
| | **Total** | 5,393,680. | | | | | | | | | | 5,393,680. |
| 1200 | **Legislation for City Government** | | | | | | | | | | | |
| | City Council and Aldermanic Offices | 1,089,556. | | | | | | | | | | 1,089,556. |
| | City Council Committees | 624,074. | | 170,432. | | 294,946. | | | | | | 1,089,452. |
| | Legislative Reference Bureau | | | | | | | | | | | |
| | Legislative Reference Services | 68,612. | | | | | | | | | | 68,612. |
| | Municipal Reference Library | | | | | | | | | | | |
| | Provision of Reference Facilities | 225,870. | | | | | | | | | | 225,870. |
| | **Total** | 2,008,112. | | 170,432. | | 294,946. | | | | | | 2,473,490. |
| 1300 | **City Development Planning and Coordination** | | | | | | | | | | | |
| | Department of Development and Planning | | | | | | | | | | | |
| | City Development and Planning | 1,533,975. | | | 265,000. | | | | | | | 1,798,975. |
| | Department of Urban Renewal | | | | | | | | | | | |
| | Urban Renewal | 312,823. | | | 13,116,500. | | | | | | | 13,429,323. |
| | Neighborhood Redevelopment Commission | | | | | | | | | | | |
| | Coordination of Redevelopment Projects | 7,800. | | | | | | | | | | 7,800. |
| | **Total** | 1,854,598. | | | 13,381,500. | | | | | | | 15,236,098. |
| 1400 | **General Records and Licensing Services** | | | | | | | | | | | |
| | City Clerk | | | | | | | | | | | |
| | Administration | 82,752. | | | | | | | | | | 82,752. |
| | Services to City Council—Secretarial and Clerical | 144,055. | | | | | | | | | | 144,055. |
| | Services to City Council—Research and Record | 480,637. | | | | | | | | | | 480,637. |
| | Issuance of Licenses—General | 92,869. | | | | | | | | | | 92,869. |
| | Issuance of Vehicle Licenses | | | 768,482. | | | | | | | | 768,482. |
| | **Total** | 800,313. | | 768,482. | | | | | | | | 1,568,795. |
| 1500 | **Municipal Financial Administration** | | | | | | | | | | | |
| | Office of Comptroller | | | | | | | | | | | |
| | Administration | 315,905. | | | | | | | | | | 315,905. |
| | Accounting Services | 378,237. | | | 150,000. | | | | | | | 528,237. |
| | Auditing Financial Transactions | 260,401. | | | 75,000. | | | | | | | 335,401. |
| | Machine Accounting and Payroll Services | 234,707. | | | | | | | | | | 234,707. |
| | Management of City Indebtedness | 26,409. | | | | | | | | | | 26,409. |
| | Disbursement of City Funds | 328,224. | | | 75,000. | | | | | | | 403,224. |
| | Collection of Revenue | 186,847. | | | | | | | | | | 186,847. |
| | Accounting for Special Assessments | 137,024. | | | | | | | | | | 137,024. |
| | City Real Property Revenue Accounting and Management | 260,164. | | | | | | | | | | 260,164. |
| | City Treasurer | | | | | | | | | | | |
| | Administration | 105,018. | | | | | | | | | | 105,018. |
| | Maintenance of Accounts | 149,709. | | | | | | | | | | 149,709. |
| | Processing Receipts and Securities | 64,085. | | | | | | | | | | 64,085. |
| | City Collector | | | | | | | | | | | |
| | Administration | 40,884. | | | | | | | | | | 40,884. |
| | Processing Collection Transactions | 436,133. | | 307,663. | | | | | | | | 743,796. |
| | Enforcing Licensing Requirements | 497,268. | | | | | | | | | | 497,268. |
| | **Total** | 3,421,015. | | 307,663. | 300,000. | | | | | | | 4,028,678. |

## Distribution of Appropriations By Function, Sub-Function and Activities — 1970 — *Continued*

| | Corporate Fund | Water Funds | Vehicle Tax Fund | General Obligation Bonds | City Traction and Transit Funds | Parking Revenue Fund | M.T.S. Fund | Calumet Skyway Fund | Library Funds | All Other Funds | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **1600 Legal Counsel and Representation** | | | | | | | | | | | |
| Law Department | | | | | | | | | | | |
| Administration | $ 381,778. | $ | $ | $ | $ | $ | $ | $ | $ | $ | $ 381,778. |
| General Counsel | 316,754. | | | | | | | | | | 316,754. |
| Appeals and Review Actions | 162,104. | | | | | | | | | | 162,104. |
| Torts Actions | 469,219. | | | | | | | | | | 469,219. |
| Ordinance Enforcement Actions | 256,470. | | | | | | | | | | 256,470. |
| Building, Housing & Community Renewal Actions | 644,916. | | | | | | | | | | 644,916. |
| Legal Investigation | 209,320. | | | | | | | | | | 209,320. |
| Traffic Enforcement Actions | | | 200,000. | | | | | | | | 200,000. |
| Public Improvements Property Acquisition | | | | 865,000. | 129,765. | | | | | | 994,765. |
| **Total** | 2,440,561. | | 200,000. | 865,000. | 129,765. | | | | | | 3,635,326. |
| **1700 Municipal Personnel Administration** | | | | | | | | | | | |
| Civil Service Commission | | | | | | | | | | | |
| Administration | 487,901. | | | | | | | | | | 487,901. |
| Classification | 301,277. | | | | | | | | | | 301,277. |
| Examination | 562,071. | | | | | | | | | | 562,071. |
| Maintenance of Personnel Changes | 222,215. | | | | | | | | | | 222,215. |
| Training Division | 161,788. | | | | | | | | | | 161,788. |
| **Total** | 1,735,252. | | | | | | | | | | 1,735,252. |
| **1800 Material Procurement and Warehousing** | | | | | | | | | | | |
| Department of Purchases, Contracts and Supplies | | | | | | | | | | | |
| Administration | 147,377. | | | | | | | | | | 147,377. |
| Open Market Purchases | 92,634. | | | | | | | | | | 92,634. |
| Contract Purchases | 372,500. | | | | | | | | | | 372,500. |
| Purchase Order and Invoice Control | 192,142. | | | | | | | | | | 192,142. |
| Providing Standards and Quality Control | 419,650. | 70,416. | | | | | | | | | 490,066. |
| Material Warehousing and Conservation | 1,202,865. | 95,576. | | | | | | | | | 1,298,441. |
| Data Processing | 126,650. | | | | | | | | | | 126,650. |
| **Total** | 2,553,818. | 165,992. | | | | | | | | | 2,719,810. |
| **1900 Supervision and Conduct of Elections** | | | | | | | | | | | |
| Board of Election Commissioners | | | | | | | | | | | |
| Administration | 3,001,720. | | | | | | | | | | 3,001,720. |
| Conduct of Elections | 689,340. | | | | | | | | | | 689,340. |
| Registration of Voters | 428,784. | | | | | | | | | | 428,784. |
| Records Processing | 57,180. | | | | | | | | | | 57,180. |
| **Total** | 4,177,024. | | | | | | | | | | 4,177,024. |
| **TOTAL—GENERAL GOVERNMENT** | 24,384,373. | 165,992. | 1,446,577. | 14,546,500. | 424,711. | | | | | | 40,968,153. |

## Distribution of Appropriations By Function, Sub-Function and Activities — 1970 — *Continued*

| | | Corporate Fund | Water Funds | Vehicle Tax Fund | General Obligation Bonds | City Traction and Transit Funds | Parking Revenue Fund | M.T.S. Fund | Calumet Skyway Fund | Library Funds | All Other Funds | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 3000 | **HEALTH AND WELFARE:** | | | | | | | | | | | |
| | Relief and Assistance | $ | $ | $ | $ | $ | $ | $ | $ | $ | $ 12,835,390. | $ 12,835,390. |
| 3100 | **Mitigation and Control of Hazards to Public Health** | | | | | | | | | | | |
| | Board of Health | | | | | | | | | | | |
| | **Administration** | 783,375. | | | | | | | | | | 783,375. |
| | Public Health Information | 104,918. | | | | | | | | | | 104,918. |
| | Registration and Vital Statistics | 507,001. | | | | | | | | | | 507,001. |
| | **Bureau of Health Services** | 1,970,232. | | | | | | | | | | 1,970,232. |
| | **Adult Health and Aging** | 717,130. | | | | | | | | | | 717,130. |
| | Communicable Diseases Control | 1,039,968. | | | | | | | | | | 1,039,968. |
| | Contagious Disease Hospital Facilities | 1,384,197. | | | | | | | | | | 1,384,197. |
| | **Regulatory Inspection of Sanitary Practices** | 2,003,606. | | | | | | | | | | 2,003,606. |
| | **Laboratory Testing and Analysis Service** | 1,599,482. | | | | | | | | | | 1,599,482. |
| | **Mental Health** | 2,226,911. | | | | | | | | | | 2,226,911. |
| | District Health Centers | 750,593. | | | | | | | | | | 750,593. |
| | **Medical Examination and Emergency Treatment of Employees** | 179,978. | | | | | | | | | | 179,978. |
| | Bureau of Institutional Care | 624,776. | | | | | | | | | | 624,776. |
| | Public Health Nursing Services | 2,148,479. | | | | | | | | | | 2,148,479. |
| | **Total** | 16,040,646. | | | | | | | | | | 16,040,646. |
| 3200 | **Treatment and Control of Tuberculosis** | | | | | | | | | | | |
| | **Municipal Tuberculosis Sanitarium** | | | | | | | | | | | |
| | **Administration** | | | | | | | 695,574. | | | | 695,574. |
| | **In-Patient Care and Treatment** | | | | | | | 7,071,528. | | | | 7,071,528. |
| | **Out-Patient Treatment and Control** | | | | | | | 2,673,522. | | | | 2,673,522. |
| | **Outside Institutional Treatment** | | | | | | | 800. | | | | 800. |
| | **Total** | | | | | | | 10,441,424. | | | | 10,441,424. |
| 3400 | **Selective Health and Welfare Services** | | | | | | | | | | | |
| | **Commission on Human Relations** | | | | | | | | | | | |
| | Promoting Human Relations | 581,647. | | | | | | | | | | 581,647. |
| | **Commission for the Rehabilitation of Persons** | | | | | | | | | | | |
| | Assistance Services to Control Alcoholism | 715,509. | | | | | | | | | | 715,509. |
| | Department of Human Resources | 4,311,204. | | | | | | | | | | 4,311,204. |
| | **Total** | 5,608,360. | | | | | | | | | | 5,608,360. |
| | **TOTAL—HEALTH AND WELFARE** | 21,649,006. | | | | | | 10,441,424. | | | 12,835,390. | 44,925,820. |
| 4000 | **PROTECTION TO PERSONS AND PROPERTY:** | | | | | | | | | | | |
| 4100 | **Police Protection Services** | | | | | | | | | | | |
| | **Police Board and Motion Picture Appeal Board** | 52,316. | | | | | | | | | | 52,316. |
| | **Police Department** | | | | | | | | | | | |
| | Administration—Departmental | 360,717. | | | | | | | | | | 360,717. |
| | **Finance Services** | 487,166. | | | | | | | | | | 487,166. |
| | **Personnel Services** | 1,223,711. | | | | | | | | | | 1,223,711. |
| | **Police Planning Services** | 484,813. | | | | | | | | | | 484,813. |
| | **Public Information Services** | 263,492. | | | | | | | | | | 263,492. |
| | **Administration—Staff Services** | 62,323. | | | | | | | | | | 62,323. |
| | **Maintaining Police Records and Communications** | 7,799,933. | | | | | | | | | | 7,799,933. |
| | **Providing Departmental Central Services** | 6,287,330. | | | | | | | | | | 6,287,330. |
| | **Detection of Crime by Scientific Means** | 963,134. | | | | | | | | | | 963,134. |
| | **Maintaining Departmental Vehicles** | 6,290,089. | | | | | | | | | | 6,290,089. |
| | **Maintaining Departmental Buildings** | 1,806,312. | | | | | | | | | | 1,806,312. |
| | **Maintaining Departmental Radios** | 2,307,944. | | | | | | | | | | 2,307,944. |
| | **Training Police Personnel** | 1,427,692. | | | | | | | | | | 1,427,692. |
| | Data Systems Division | 2,209,236. | | | | | | | | | | 2,209,236. |
| | **Administration—Inspections** | 94,332. | | | | | | | | | | 94,332. |
| | **Conducting Internal Investigations** | 1,610,886. | | | | | | | | | | 1,610,886. |
| | **Investigating Organized Criminal Activity** | 2,694,534. | | | | | | | | | | 2,694,534. |
| | **Conducting Intelligence Surveys** | 4,755,714. | | | | | | | | | | 4,755,714. |
| | **Administration—Field Services** | 354,780. | | | | | | | | | | 354,780. |
| | **Community Services Division** | 292,073. | | | | | | | | | | 292,073. |
| | Administration—Patrol | 1,060,749. | | | | | | | | | | 1,060,749. |
| | **Patrolling by Task Force** | 10,685,127. | | | | | | | | | | 10,685,127. |
| | **District Law Enforcement** | 97,045,660. | | | | | | | | | | 97,045,660. |
| | **Providing Special Police Services** | 2,829,372. | | | | | | | | | | 2,829,372. |
| | **Administration—Crime Detection** | 1,005,434. | | | | | | | | | | 1,005,434. |
| | **Area Crime Detection** | 14,310,473. | | | | | | | | | | 14,310,473. |
| | **Administration—Crime Prevention** | 6,220,639. | | | | | | | | | | 6,220,639. |
| | **Inspection—Entertainment Exhibitions** | 138,774. | | | | | | | | | | 138,774. |
| | **Administration—Traffic Direction and Safety** | 504,883. | | | | | | | | | | 504,883. |
| | **Maintaining Traffic Records and Statistics** | 760,347. | | | | | | | | | | 760,347. |
| | **Performing Special Traffic Services** | 584,736. | | | | | | | | | | 584,736. |
| | **Conducting Traffic Investigations** | 826,932. | | | | | | | | | | 826,932. |
| | **Area Traffic Enforcement** | 6,690,241. | | | | | | | | | | 6,690,241. |
| | **Loop Intersection Control** | 2,638,944. | | | | | | | | | | 2,638,944. |
| | **Traffic Control by Radar** | 463,228. | | | | | | | | | | 463,228. |
| | Special Employment—Sworn Personnel | 3,450,764. | | | | | | | | | | 3,450,764. |
| | **Total** | 191,044,830. | | | | | | | | | | 191,044,830. |

## Distribution of Appropriations By Function, Sub-Function and Activities — 1970 — *Continued*

| | | Corporate Fund | Water Funds | Vehicle Tax Fund | General Obligation Bonds | City Traction and Transit Funds | Parking Revenue Fund | M.T.S. Fund | Calumet Skyway Fund | Library Funds | All Other Funds | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 4200 | **Fire Prevention and Extinguishment** | | | | | | | | | | | |
| | **Fire Department** | | | | | | | | | | | |
| | **Administration** | $ 257,759. | $ | $ | $ | $ | $ | $ | $ | $ | $ | $ 257,759. |
| | **Fire Extinguishment and Rescue Operations** | 59,521,739. | | | | | | | | | | 59,521,739. |
| | **Fire Prevention** | 4,088,625. | | | | | | | | | | 4,088,625. |
| | **Personnel and Fire Instruction** | 759,856. | | | | | | | | | | 759,856. |
| | **Operation of Fire Alarm Telegraph System** | 873,670. | | | | | | | | | | 873,670. |
| | **Maintenance of Fire Equipment** | 1,710,952. | | | | | | | | | | 1,710,952. |
| | Fire Investigation | 393,044. | | | | | | | | | | 393,044. |
| | **Total** | 67,605,645. | | | | | | | | | | 67,605,645. |
| 4300 | **Building Authorizations and Inspections Services** | | | | | | | | | | | |
| | Department of Buildings | | | | | | | | | | | |
| | Administration | 1,134,740. | | | | | | | | | | 1,134,740. |
| | Complaint and Evaluation | 89,414. | | | | | | | | | | 89,414. |
| | Compliance Enforcement Action | 189,467. | | | | | | | | | | 189,467. |
| | **Multiple Dwelling Unit Registration** | 77,804. | | | | | | | | | | 77,804. |
| | Division of Construction & Technical Inspection | | | | | | | | | | | |
| | **Institutional and Assembly Units** | 106,575. | | | | | | | | | | 106,575. |
| | Code Compliance Inspection: | | | | | | | | | | | |
| | Examination of Plans | 240,039. | 57,208. | | | | | | | | | 297,247. |
| | Building | 439,957. | | | | | | | | | | 439,957. |
| | Electrical | 1,706,305. | | | | | | | | | | 1,706,305. |
| | Elevator | 448,903. | | | | | | | | | | 448,903. |
| | Heating and Ventilating | 527,519. | | | | | | | | | | 527,519. |
| | Architectural and Structural Iron | 178,910. | | | | | | | | | | 178,910. |
| | Plumbing | 27,989. | 465,554. | | | | | | | | | 493,543. |
| | Zoning | 199,582. | | | | | | | | | | 199,582. |
| | Dangerous & Hazardous Buildings Inspection | 1,375,510. | | | | | | | | | | 1,375,510. |
| | Bureau of Conservation | 1,904,226. | | | | | | | | | | 1,904,226. |
| | Zoning Board of Appeals | | | | | | | | | | | |
| | Disposition of Zoning Appeals | 118,858. | | | | | | | | | | 118,858. |
| | **Total** | 8,765,798. | 522,762. | | | | | | | | | 9,288,560. |
| 4400 | **Regulation of Boilers and Refrigeration Systems** | | | | | | | | | | | |
| | **Department of Steam Boilers, Unfired** Pressure Vessels, and Refrigeration | | | | | | | | | | | |
| | Administration | 195,871. | | | | | | | | | | 195,871. |
| | Boiler Inspection | 269,061. | | | | | | | | | | 269,061. |
| | Refrigeration Inspection | 392,192. | | | | | | | | | | 392,192. |
| | **Total** | 857,124. | | | | | | | | | | 857,124. |
| 4500 | **Regulation of Weighing and Measuring Devices** | | | | | | | | | | | |
| | **Department of Consumer Sales, Weights and Measures** | | | | | | | | | | | |
| | **Administration** | 170,234. | | | | | | | | | | 170,234. |
| | **Calibrating Utilities Measuring Devices** | 65,240. | | | | | | | | | | 65,240. |
| | **Testing Merchants' Weighing and Measuring** Devices | 239,620. | | | | | | | | | | 239,620. |
| | Investigating Merchants' Commodity Sales Practices | 267,165. | | | | | | | | | | 267,165. |
| | **Total** | 742,259. | | | | | | | | | | 742,259. |
| 4600 | **Environmental Polllution Prevention & Abatement** | | | | | | | | | | | |
| | Department of Environmental Control | | | | | | | | | | | |
| | Administration | 272,964. | | | | | | | | | | 272,964. |
| | Technical Services | 348,838. | | | | | | | | | | 348,838. |
| | Field Services | 832,023. | | | | | | | | | | 832,023. |
| | Engineering Services | 399,745. | | | | | | | | | | 399,745. |
| | Information and Education | 74,370. | | | | | | | | | | 74,370. |
| | **Total** | 1,927,940. | | | | | | | | | | 1,927,940. |
| 4800 | **Specialized Regulatory and Protective Services** | | | | | | | | | | | |
| | **Civil Defense Corps** | | | | | | | | | | | |
| | **Civil Defense Preparedness** | | | | | | | | | | 368,550. | 368,550. |
| | **Boards of Examiners** | | | | | | | | | | | |
| | **Trade Licensing and Certification** | 111,714. | | | | | | | | | | 111,714. |
| | **Public Vehicle License Commission** | | | | | | | | | | | |
| | **Regulation of Public Vehicle Operation** | 227,975. | | | | | | | | | | 227,975. |
| | **Local Liquor Control Commissioner** | 105,816. | | | | | | | | | | 105,816. |
| | **License Appeal Commission** | | | | | | | | | | | |
| | **Liquor License Revocation Appeals** | 32,596. | | | | | | | | | | 32,596. |
| | **Chicago Street Traffic Commission** | | | | | | | | | | | |
| | **Study of Street Safety Problems and Measures** | | | 62,367. | | | | | | | | 62,367. |
| | **Total** | 478,101. | | 62,367. | | | | | | | 368,550. | 909,018. |
| | **TOTAL—PROTECTION TO PERSONS AND PROPERTY** | 271,421,697. | 522,762. | 62,367. | | | | | | | 368,550. | 272,375,376. |

## Distribution of Appropriations By Function, Sub-Function and Activities — 1970 — *Continued*

| | | Corporate Fund | Water Funds | Vehicle Tax Fund | General Obligation Bonds | City Traction and Transit Funds | Parking Revenue Fund | M.T.S. Fund | Calumet Skyway Fund | Library Funds | All Other Funds | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 5000 | STREET MAINTENANCE AND SANITATION: | | | | | | | | | | | |
| 5100 | Department of Streets and Sanitation | | | | | | | | | | | |
| | Administration (Commissioner's Office) | $ 531,834. | $ | $ 510,534. | $ | $ | $ | $ | $ | $ | $ | $ 1,042,368. |
| 5200 | Pavement, Curb, Sidewalk Construction and Maintenance | | | | | | | | | | | |
| | Bureau of Streets | | | | | | | | | | | |
| | Administration | | | 133,455. | | | | | | | | 133,455. |
| | Engineering for Pavement Improvement and Repair | | | 297,687. | | | | | | | | 297,687. |
| | Construction Authorization and Supervision | | | 937,389. | | | | | | | 10,000,000. | 10,937,389. |
| | Pavement Improvement and Repair | | | 2,682,747. | | | | | | | 15,250,000. | 17,932,747. |
| | Payment of Public Benefits under the Direction of the Board of Local Improvements | | | 200,000. | | | | | | | | 200,000. |
| | Total | | | 4,251,278. | | | | | | | 25,250,000. | 29,501,278. |
| 5300 | Cleaning of Streets and Other Public Ways | | | | | | | | | | | |
| | Bureau of Sanitation | | | | | | | | | | | |
| | Administration | 733,342. | | | | | | | | | | 733,342. |
| | Community Activity | 163,814. | | | | | | | | | | 163,814. |
| | Rodent Control | 310,000. | | | | | | | | | | 310,000. |
| | Dead Animal Removal | 53,000. | | | | | | | | | | 53,000. |
| | Weed Control | 70,000. | | | | | | | | | | 70,000. |
| | Pavement Maintenance and Snow Removal | | | 2,750,000. | | | | | | | 7,250,000. | 10,000,000. |
| | Refuse Collection | 29,735,600. | | | | | | | | | | 29,735,600. |
| | Refuse Disposal by Landfill | 2,788,061. | | | | | | | | | | 2,788,061. |
| | Refuse Disposal—Medill Incinerator | 1,330,016. | | | | | | | | | | 1,330,016. |
| | Refuse Disposal—Calumet Incinerator | 1,384,726. | | | | | | | | | | 1,384,726. |
| | Refuse Disposal—Southwest Incinerator | 1,530,804. | | | | | | | | | | 1,530,804. |
| | Refuse Disposal—Northwest Incinerator | 797,915. | | | | | | | | | | 797,915. |
| | Goose Island Grinding Station | 94,152. | | | | | | | | | | 94,152. |
| | Refuse Disposal Construction | | | | 170,000. | | | | | | | 170,000. |
| | Total | 38,991,430. | | 2,750,000. | 170,000. | | | | | | 7,250,000. | 49,161,430. |
| 5400 | Street Electrical Systems and Facilities | | | | | | | | | | | |
| | Bureau of Electricity | | | | | | | | | | | |
| | Administration | 3,161,512. | | 718,698. | | | | | | | | 3,880,210. |
| | Electrical Engineering Services | | | 97,688. | | | | | | | | 97,688. |
| | Installing Traffic Control Signals | | | | | | | | | | 3,350,000. | 3,350,000. |
| | Installing Electric Street and Alley Lights | | | | 900,000. | | | | | | | 900,000. |
| | Overhaul and Repair of Electrical Facilities | 1,863,037. | | | | | | | | | | 1,863,037. |
| | In-Service Maintenance of Electrical Equipment | 3,393,962. | | 957,194. | | | | | | | 1,150,000. | 5,501,156. |
| | Maintenance of Fire Alarm and Police Telegraph Systems | 1,184,362. | | | | | | | | | | 1,184,362. |
| | Total | 9,602,873. | | 1,773,580. | 900,000. | | | | | | 4,500,000. | 16,776,453. |
| 5510 | Bureau of Street Traffic | | | | | | | | | | | |
| | Administration | | | 409,867. | | | | | | | | 409,867. |
| | Traffic Permits | | | 69,979. | | | | | | | | 69,979. |
| | Street Signs and Street Markings | | | 3,464,832. | | | | | | | | 3,464,832. |
| | Traffic Planning and Design | | | 1,584,099. | | | | | | | | 1,584,099. |
| | City's Share of Installing Lights and Gates at Railroad Crossings | | | 35,000. | | | | | | | | 35,000. |
| | Traffic Surveys and Field Studies | | | 911,794. | | | | | | | | 911,794. |
| | Vehicle Towing and Storage | | | 1,700,000. | | | | | | | | 1,700,000. |
| | Total | | | 8,175,571. | | | | | | | | 8,175,571. |
| 5550 | Operating Calumet Skyway Toll Bridge | | | | | | | | | | | |
| | Operation of Calumet Skyway Toll Bridge | | | | | | | | 1,982,788. | | | 1,982,788. |
| 5710 | Bureau of Parking | | | | | | | | | | | |
| | Parking Meters and Parking Lots | | | | | | 8,162,470. | | | | | 8,162,470. |
| 5800 | Operation of Municipal Sewage Movement System | | | | | | | | | | | |
| | Bureau of Sewers | | | | | | | | | | | |
| | Administration | | 336,713. | | | | | | | | | 336,713. |
| | Sewer Design and Construction Supervision | | 889,491. | | | | | | | | | 889,491. |
| | Cleaning of Sewers | | 5,124,380. | | | | | | | | | 5,124,380. |
| | Repair of Sewers | | 2,745,488. | 150,000. | | | | | | | 1,870,000. | 4,765,488. |
| | Inspection of Sewer Installations | | 782,420. | 281,382. | | | | | | | | 1,063,802. |
| | Total | | 9,878,492. | 431,382. | | | | | | | 1,870,000. | 12,179,874. |
| 5900 | Street Improvements by Special Assessments | | | | | | | | | | | |
| | Board of Local Improvements | | | | | | | | | | | |
| | Administration | 105,782. | | | | | | | | | | 105,782. |
| | Improvement Engineering Services | 225,808. | | | | | | | | | | 225,808. |
| | Supervision of Improvement Construction | 410,063. | | | | | | | | | | 410,063. |
| | Administration of Special Assessments | 298,044. | | | | | | | | | | 298,044. |
| | Total | 1,039,697. | | | | | | | | | | 1,039,697. |
| | TOTAL—STREET MAINTENANCE AND SANITATION | 50,165,834. | 9,878,492. | 17,892,345. | 1,070,000. | | 8,162.470. | | 1.982,788. | | 38,870,000. | 128,021,929. |

## Distribution of Appropriations By Function, Sub-Function and Activities — 1970 — *Continued*

| | | Corporate Fund | Water Funds | Vehicle Tax Fund | General Obligation Bonds | City Traction and Transit Funds | Parking Revenue Fund | M.T.S. Fund | Calumet Skyway Fund | Library Funds | All Other Funds | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 6000 | **PUBLIC HIGHWAYS, BRIDGES AND STRUCTURES:** | | | | | | | | | | | |
| 6100 | **Department of Public Works** | | | | | | | | | | | |
| | Administration (Commissioner's Office) | $ 386,850. | $ | $ | $ | $ | $ | $ | $ | $ | $ | $ 386,850. |
| 6200 | **Capital Project Planning and Design** | | | | | | | | | | | |
| | **Bureau of Engineering** | | | | | | | | | | | |
| | Administration | 472,000. | | | | | | | | | | 472,000. |
| | Planning and Design of Capital Projects | | 377,525. | | | | | | | | | 377,525. |
| | Maintenance Supervision of Streets, Bridges and Viaducts | 636,240. | | 570,000. | | 50,000. | | | | | 2,450,000. | 3,706,240. |
| | **Total** | 1,108,240. | 377,525. | 570,000. | | 50,000. | | | | | 2,450,000. | 4,555,765. |
| 6300 | **Official Atlas Records of Real Property Parcels** | | | | | | | | | | | |
| | **Bureau of Maps and Plats** | | | | | | | | | | | |
| | Administration | 58,248. | | | | | | | | | | 58,248. |
| | Maintenance of Official Map Records | 132,192. | | | | | | | | | | 132,192. |
| | **Total** | 190,440. | | | | | | | | | | 190,440. |
| 6400 | **Operation, Maintenance and Construction of Public Buildings** | | | | | | | | | | | |
| | **Bureau of Architecture and Building Maintenance** | | | | | | | | | | | |
| | Administration | 211,686. | | | | | | | | | | 211,686. |
| | Architectural Services | 193,572. | | | | | | | | | | 193,572. |
| | Telephone Service Division | 588,051. | | | | | | | | | | 588,051. |
| | Building Maintenance and Repair—General | 2,596,697. | | 36,000. | | | | | | | | 2,632,697. |
| | Operation, Maintenance and Repair of Buildings Operated | 5,046,125. | | | | | | | | | | 5,046,125. |
| | Construction of Police, Fire, and Ward Buildings | | | | 16,950,000. | | | | | | | 16,950,000. |
| | **Total** | 8,636,131. | | 36,000. | 16,950,000. | | | | | | | 25,622,131. |
| | Department of Streets and Sanitation | | | | | | | | | | | |
| 6710 | **Bureau of Forestry, Parkways and Beautification** | | | | | | | | | | | |
| | Landscape Maintenance—Boulevards and Parkways | 1,767,403. | | 671,175. | | | | | | | | 2,438,578. |
| | Maintenance of Edgebrook Community Center | 28,160. | | | | | | | | | | 28,160. |
| | Protection of Street Foliage, Tree Trimming and Removal | | | | 750,000. | | | | | | 6,159,439. | 6,909,439. |
| | **Total** | 1,795,563. | | 671,175. | 750,000. | | | | | | 6,159,439. | 9,376,177. |
| | Department of Public Works | | | | | | | | | | | |
| 6800 | **Capital Project Construction Expenditures** | | | | | | | | | | | |
| | Rapid Transit Construction and Equipment | | | | 7,000,000. | 1,184,196. | | | | | 1,900,000. | 10,084,196. |
| | Superhighways | | | | 1,475,000. | | | | | | | 1,475,000. |
| | Bridge and Viaduct Construction | | | | 100,000. | | | | | | 1,480,000. | 1,580,000. |
| | Sewer Construction | | | | 8,400,000. | | | | | | 8,000,000. | 16,400,000. |
| | **Water Works Construction:** | | | | | | | | | | | |
| | General Buildings and Facilities | | 650,000. | | | | | | | | | 650,000. |
| | Construction and Betterment of Pumping Stations and Tunnels | | 10,461,000. | | | | | | | | | 10,461,000. |
| | Filtration Plants | | 4,325,000. | | | | | | | | | 4,325,000. |
| | Airport Extensions and Improvements | | | | | | | | | | 5,445,000. | 5,445,000. |
| | **Total** | | 15,436,000. | | 16,975,000. | 1,184,196. | | | | | 16,825,000. | 50,420,196. |
| | TOTAL—PUBLIC HIGHWAYS, BRIDGES AND STRUCTURES | 12,117,224. | 15,813,525. | 1,277,175. | 34,675,000. | 1,234,196. | | | | | 25,434,439. | 90,551,559. |
| 7000 | **EDUCATION SERVICES:** | | | | | | | | | | | |
| 7100 | **Public Library Services** | | | | | | | | | | | |
| | **Chicago Public Library** | | | | | | | | | | | |
| | Administration | | | | | | | | | 854,968. | | 854,968. |
| | Central Library Reader Services | | | | | | | | | 3,183,608. | | 3,183,608. |
| | Extension Agencies Reader Services | | | | | | | | | 6,385,924. | | 6,385,924. |
| | Acquisition and Processing of Materials | | | | | | | | | 1,021,367. | | 1,021,367. |
| | Operation and Maintenance of Buildings | | | | | | | | | 4,558,573. | | 4,558,573. |
| | **Total** | | | | | | | | | 16,004,440. | | 16,004,440. |
| | TOTAL—EDUCATION SERVICES | | | | | | | | | 16,004,440. | | 16,004,440. |

## Distribution of Appropriations By Function, Sub-Function and Activities — 1970 — *Continued*

| | | Corporate Fund | Water Funds | Vehicle Tax Fund | General Obligation Bonds | City Traction and Transit Funds | Parking Revenue Fund | M.T.S. Fund | Calumet Skyway Fund | Library Funds | All Other Funds | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **8000** | **PUBLIC SERVICE ENTERPRISES:** | | | | | | | | | | | |
| **8200** | **Operation of Municipal Water System** | | | | | | | | | | | |
| | Department of Water and Sewers | | | | | | | | | | | |
| | Administration (Commissioner's Office) | $ | $ 220,024. | $ | $ | $ | $ | $ | $ | $ | $ | $ 220,024. |
| | Central Utilities Water Fund Accounting | | 168,351. | | | | | | | | | 168,351. |
| | Bureau of Water | | | | | | | | | | | |
| | Administration | | 360,079. | | | | | | | | | 360,079. |
| | Operating Methods | | 61,788. | | | | | | | | | 61,788. |
| | Determining Pumping Station Efficiency | | 100,281. | | | | | | | | | 100,281. |
| | Establishment and Billing of Water Accounts | | 3,353,583. | | | | | | | | | 3,353,583. |
| | Operation of Water Purification Plants | | 12,097,087. | | | | | | | | | 12,097,087. |
| | Operation of Water Pumping Stations | | 8,508,142. | | | | | | | | | 8,508,142. |
| | Operation of Tunnels and Cribs | | 261,671. | | | | | | | | | 261,671. |
| | Water Distribution Technical Services | | 3,809,024. | | | | | | | | | 3,809,024. |
| | Distribution System—Construction & Repair | | 20,104,648. | | | | | | | | | 20,104,648. |
| | Installation and Repair of Water Meters | | 1,728,558. | | | | | | | | | 1,728,558. |
| | **Total** | | 50,773,236. | | | | | | | | | 50,773,236. |
| **8500** | **Operation, Construction and Protection of Bridges and Harbor Facilities** | | | | | | | | | | | |
| | Department of the Port of Chicago | | | | | | | | | | | |
| | Administration | 501,989. | | | | | | | | | | 501,989. |
| | Operation of Municipal Bridges | 2,697,851. | | | | | | | | | | 2,697,851. |
| | Operation and Maintenance of Navy Pier | 367,076. | | | | | | | | | | 367,076. |
| | **Total** | 3,566,916. | | | | | | | | | | 3,566,916. |
| **8600** | **Operation and Maintenance of Municipal Airport Facilities** | | | | | | | | | | | |
| | Department of Aviation | | | | | | | | | | | |
| | Administration | 768,025. | | | | | | | | | | 768,025. |
| | Operation and Maintenance of Midway Airport | 3,126,293. | | | | | | | | | | 3,126,293. |
| | Operation and Maintenance of Meigs Field | 456,454. | | | | | | | | | | 456,454. |
| | Operation and Maintenance of O'Hare Airport | | | | | | | | | | 28,854,953. | 28,854,953. |
| | **Total** | 4,350,772. | | | | | | | | | 28,854,953. | 33,205,725. |
| | **TOTAL—PUBLIC SERVICES ENTERPRISES** | 7,917,688. | 50,773,236. | | | | | | | | 28,854,953. | 87,545,877. |
| **9000** | **GENERAL CITY PURPOSES:** | | | | | | | | | | | |
| **9100** | **General Financing Requirements** | | | | | | | | | | | |
| | City Comptroller | | | | | | | | | | | |
| | For Specific Expenditures | 16,486,991. | 4,255,173. | 10,104,171. | | 20,000. | 45,528. | | 25,302. | | 6,506,732. | 37,443,897. |
| | For Loss and Cost of Collection | 18,284,805. | | | | | | 675,000. | | 1,235,760. | 5,227,507. | 25,423,072. |
| | Debt Retirement and Interest Payments | | 13,454,896. | | | | 2,300,000. | | 2,821,910. | | 57,176,414. | 75,753,220. |
| | Employe Pension | | | | | | | | | | 42,727,000. | 42,727,000. |
| | **TOTAL— GENERAL CITY PURPOSES** | 34,771,796. | 17,710,069. | 10,104,171. | | 20,000. | 2,345,528. | 675,000. | 2,847,212. | 1,235,760. | 111,637,653. | 181,347,189. |
| | **TOTAL—ALL FUNCTIONS** | $422,427,618. | $ 94,864,076. | $30,782,635. | $ 50,291,500. | $ 1,678,907. | $ 10,507,998. | $ 11,116,424. | $ 4,830,000. | $ 17,240,200. | $218,000,985. | $861,740,343. |
| | **Deduct reimbursements between funds** | | | | | | | | | | | 18,792,383. |
| | **NET GRAND TOTAL** | | | | | | | | | | | $842,947,960. |

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The preceding pages of the Annual Appropriation Ordinance for the Year 1970, numbered 1 through 570, are incorporated in this Journal of the Proceedings and will be known as pages 6638-1 through 6638-570 (for reference purposes).

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# MISCELLANEOUS BUSINESS.

### Presence of Visitors Noted.

Honorable Richard J. Daley, Mayor, called the Council's attention to the presence of twenty-two students from the Freshman Class of Waller High School (43rd Ward), accompanied by Mr. J. Beech.

The visitors were welcomed and were invited to attend future meetings.

### Time Fixed for Next Succeeding Regular Meeting.

By unanimous consent Alderman Keane thereupon presented a proposed ordinance which reads as follows:

> *Be It Ordained by the City Council of the City of Chicago:*
>
> SECTION 1. That the next succeeding regular meeting of the City Council of the City of Chicago to be held after the regular meeting held on Tuesday, the sixteenth (16th) day of December, 1969, at 10:00 A.M., be and the same is hereby fixed to be held on Tuesday, the twenty-third (23rd) day of December, 1969, at 10:00 A.M., in the Council Chamber in the City Hall.
>
> SECTION 2. This ordinance shall take effect and be in force from and after its passage.

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—46.

*Nays*—None.

### ADJOURNMENT.

Thereupon Alderman Burke moved that the City Council do *Adjourn.* The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Tuesday, December 23, 1969, at 10:00 A.M., in the Council Chamber in the City Hall.

John C Marcin

JOHN C. MARCIN,
*City Clerk.*

*(Published by Authority of the City Council of the City of Chicago)*

COPY

# JOURNAL *of the* PROCEEDINGS

OF THE

# CITY COUNCIL

OF THE

# CITY OF CHICAGO, ILLINOIS

## Special Meeting—Friday, December 19, 1969

**at 10:00 A.M.**

*(Council Chamber—City Hall—Chicago, Illinois)*

## OFFICIAL RECORD

### Call to Order.

On Friday, December 19, 1969, at 10:00 A.M. (the day and hour appointed for the meeting) Honorable Richard J. Daley, Mayor, called the City Council to order. The Clerk called the roll of members and it was found that there were present at that time: Aldermen Roti, Metcalfe, Holman, Despres, Bohling, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda—38.

Quorum present.

### CALL FOR MEETING READ.

The Clerk informed the City Council that the following call for the meeting was filed in his office on Wednesday, December 17, 1969:

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 17, 1969.

*Honorable John C. Marcin,*
*City Clerk,*
*Room 107, City Hall,*
*Chicago, Illinois.*

DEAR MR. MARCIN—I have called a special meeting of the City Council for the purpose of paying honor to the life and memory of our beloved colleague and friend, Honorable Joseph J. Krska, Alderman of the 15th Ward. The meeting is to be held on Friday, December 19, 1969, at 10:00 A.M. in the Council Chamber in the City Hall.

Very truly yours,

(Signed) RICHARD J. DALEY,
*Mayor.*

## Resolution Adopted on Death of Joseph J. Krska, Alderman of the 15th Ward.

Honorable Richard J. Daley, Mayor, on behalf of himself and the other members of the City Council presented the following proposed resolution:

**WHEREAS, Almighty God, in His Infinite Wisdom, has taken from our midst our beloved colleague, Joseph J. Krska, Alderman of the 15th Ward; and**

**WHEREAS, Alderman Krska served with distinction in the City Council for a period of over 10 years; a measure of the great esteem in which he was held were the extraordinary majorities with which his constituents in the 15th Ward returned him to office; a measure of his devotion to duty was the fact that during his entire tenure of office as Alderman he was rarely absent from a meeting of the City Council; and**

**WHEREAS, Alderman Krska was truly a representative of the 15th Ward, living in the same neighborhood all his life, giving constant support to local organizations, devoting long hours to the solution of community problems; in a sense, all the people of the 15th Ward were his family; and**

**WHEREAS, Alderman Krska came from humble beginnings; he worked as a young man in the Chicago Stockyards, then with the Chicago Surface Lines; he served as a Deputy Sheriff of Cook County for eleven years and as Superintendent of the County Highway Garage in Blue Island for eleven years; his life was typical of those men whose diligence and competence have moved them to the forefront in responsibility and respect; and**

**WHEREAS, Alderman Krska's loyalty, personal integrity, and quiet strength, were qualities that gave assurance to all who knew him, and thus he was able, by his mere presence, to lend dignity and authority to any proceeding in which he took part; and**

**WHEREAS, Alderman Krska's many years of public service gave him a perspective and an insight into the workings of a great city that were of great value to Chicago and, particularly, to this Council; he shared his experience and common sense in his own modest way and, as a result, contributed much to the success of our continuing experiment in representative government; now, therefore,**

**Be It Resolved,** That the Mayor and members of the City Council of the City of Chicago, assembled in special session this 19th day of December, A.D. 1969, do hereby express publicly their great sorrow at the passing of their colleague and friend, Joseph J. Krska, a distinguished public servant, and do acknowledge with regret the void that his passing leaves and, more personally, in the warm and affectionate relationship that has continued between them for ten years, and extend to his wife Julia their sincere sympathy; and

*Be It Further Resolved,* That a suitable copy of this memorial resolution be presented to Alderman Krska's wife Julia.

Committee consideration was dispensed with by unanimous consent, and on motion of Alderman Keane the foregoing proposed resolution was *Adopted,* unanimously, by a rising vote.

Alderman Keane in addressing the City Council spoke of how Alderman Krska had always been on the job, rarely missing a Council meeting or any committee meeting of which he had been a member. He told of how the late Alderman had lived and worked all his life among the people of his community, how he had been able to adjust to situations as times changed and greater fields were opened and developed, and how he had accepted greater responsibilities upon election to office. His ambition as Alderman had been to give the finest service he could, not only for his Ward but for all of the City, which he had so dearly loved and which he fought always to unify. He concluded by saying that all had lost a dear friend who had always been a kind and considerate man, and he extended his sympathy to the late Alderman's lovely wife.

In seconding the foregoing resolution Aldermen Holman, Swinarski, Wigoda, Staszcuk, Burke, Metcalfe, Marzullo, Sain and Aiello spoke feelingly of their departed colleague. They spoke of how intensely Alderman Krska felt about any issue involving his City or the Administration, but that he had not been quarrelsome, nor had he harbored any animosity toward anyone with whom he did not agree. He was praised as a man of strong convictions, always willing to be counted on to stand with righteousness on the side of the Administration.

All spoke of Alderman Krska's well known expression, "God bless Mayor Daley" and all agreed that he had been most sincere in giving voice to that blessing. One of the aldermen stated that he believed his frequent use of the expression was due to a sincere feeling that the Mayor needed all the blessings he could get, and that he felt an obligation to fulfill that necessity. He was cited for his extreme honesty and extremely hard work. Everyone agreed that he truly had been an outstanding, dedicated public servant, a man of rare humility, a deeply religious man and one of great kindness who liked all people, individually as well as collectively. All extended their condolences to Mrs. Krska and the residents of the Fifteenth Ward.

Honorable Richard J. Daley, Mayor thereupon addressed the Council, saying that he had indeed lost a great and loyal friend. He spoke of him as being one of the "old timers" whose presence he would keenly miss. He stated that it was true that the late Alderman had been considered a silent man with no great oratorical ability, and that not all men could be orators or scientists but that each person had his own talent, and that Alderman Krska's had been loyalty and devotion which had been of great comfort to him. He spoke again of his loss of a great friend. He concluded by expressing his sympathy to Mrs. Krska.

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## ADJOURNMENT.

Alderman Keane moved that the City Council do Adjourn. The question being put, the motion *Prevailed* and the City Council *Stood Adjourned.*

John C Marcin

JOHN C. MARCIN,
*City Clerk.*

*(Published by Authority of the City Council of the City of Chicago)*

COPY

# JOURNAL *of the* PROCEEDINGS

OF THE

# CITY COUNCIL

OF THE

# CITY OF CHICAGO, ILLINOIS

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## Regular Meeting—Tuesday, December 23, 1969

**at 10:00 A.M.**

*(Council Chamber—City Hall—Chicago, Illinois)*

## OFFICIAL RECORD.

### Attendance at Meeting.

*Present*—Honorable Richard J. Daley, Mayor, and Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, Wigoda, Sperling.

*Absent*—Aldermen Frost, Biggs, Fried, O'Rourke.

### Call to Order.

On Tuesday, December 23, 1969, at 10:00 A.M. (the day and hour appointed for the meeting) Honorable Richard J. Daley, Mayor, called the City Council to order. The Clerk, called the roll of members and it was found that there were present at that time: Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Marzullo, Zydlo, Sain, Jambrone, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Fifielski, Kerwin, Hoellen, Wigoda, Sperling—40.

Quorum present.

On motion of Alderman Hoellen it was ordered noted in the record that Alderman O'Rourke was absent due to serious illness in his family.

### Invocation.

Rev. Father Gabriel Brinkman, Assistant, St. Peter R. C. Church, opened the meeting with prayer.

### JOURNAL (December 16, 1969).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on Tuesday, December 16, 1969, at 10:00 A.M., signed by him as such City Clerk.

Alderman Despres moved to *Correct* said printed Official Journal as follows:

> Page 6632—by inserting immediately before the language occurring in the seventeenth line from

the bottom of the page the language "Alderman Rayner presented the following amendment:"

Page 6633—by inserting at the top of the page the language "Alderman Despres presented the following amendment:"

The motion to Correct *Prevailed.*

Alderman Despres further moved to Correct said printed Official Journal on page 6598—left-hand column—to add certain language in the fifth line from the bottom of the page pertaining to the resolution which was presented by Alderman Holman.

The motion to Correct was *Lost.*

Alderman Campbell then moved to *Approve* said printed Official Journal, *as corrected,* and to dispense with the reading thereof. The question being put, the motion *Prevailed.*

### *Rendition of Christmas Carols by Bielefelder Kinderchor.*

By unanimous consent, the regular order of business was dispensed with at this point in the proceedings to allow rendition of Christmas Carols by the Bielefelder Kinderchor from Bielefelder, Germany, one of the world's most famous children's choir, under the direction of their founder and leader, Friedrich Oberschelp. The group sang a number of traditional Christmas songs which were received with obvious delight by all the Council members and guests. As the group left the Chamber they were applauded vigorously.

REGULAR ORDER OF BUSINESS RESUMED.

## REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

### Presentation of Chicago Flag to Kelly Park Trojan Band and Commendation Extended for Participation in Orange Bowl Game.

Honorable Richard J. Daley, Mayor, on behalf of himself and the other members of the City Council presented the following proposed resolution:

> WHEREAS, The Kelly Park Trojan Band is comprised of Chicago residents, primarily of the Brighton Park area, and the Band has been in existence since the founding of Kelly High School thirty-seven years ago; and
>
> WHEREAS, The Kelly Park Trojan Band is one of the most dynamic such organizations in our city and has always participated in the major events and functions of the city as well as in all neighborhood parades; and
>
> WHEREAS, The Kelly Park Trojan Band has always been more than willing to give its time, and has always engaged in every event with complete devotion and loyalty; and
>
> WHEREAS, Under the capable direction of its leader, John Gelsomino, and its Associate Director, Charles Guse, the Kelly Park Trojan Band has been invited to participate in the Orange Bowl Pageant and its festivities; and
>
> WHEREAS, Through the efforts of the Kelly Park Boosters and the Brighton Park Community, the Band has raised enough funds to appear in the Orange Bowl and join in the festivities in Miami; now, therefore,
>
> *Be It Resolved,* That the Mayor and the members of the City Council of the City of Chicago, in meeting assembled this twenty-third day of December, A.D. 1969, do hereby express their best wishes to the fine participants who will be representing the City of Chicago at the Orange Bowl in Miami, and wish them success and God-speed.

Alderman Swinarski moved to *Suspend the Rules Temporarily,* to permit immediate consideration of and action upon said proposed resolution. The motion *Prevailed.*

On motion of Alderman Swinarski the foregoing proposed resolution was *Adopted,* unanimously.

Honorable Richard J. Daley, Mayor, called to the rostrum Mr. Charles Guse, Associate Band Director, who graciously thanked the Mayor and the City Council for the honor bestowed upon the members of the Kelly Park Trojan band and accepted the City Flag, which he said would be carried proudly in the parade preceding the Orange Bowl Game in Miami on New Year's Day.

### *Referred*—PROPOSED RESOLUTION FOR THE CREATION OF CHICAGO URBAN TRANSPORTATION DISTRICT.

Honorable Richard J. Daley, Mayor, submitted the following communication, which was, together with the proposed resolution transmitted therewith, *Referred to the Committee on Finance:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 23, 1969.

*To the Honorable, The City Council of the City of Chicago:*

GENTLEMEN—I transmit herewith for your consideration a proposed resolution creating the Chicago Urban Transportation District. This resolution is proposed in accordance with the terms of House Bill 2550 enacted by the 76th General Assembly. The resolution indicates that the welfare and vitality of the central area will be promoted by the creation of the Chicago Urban Transportation District. If adopted, the District will provide a vehicle for developing feeder lines from the West Side Medical Center, University of Illinois area into the loop, as well as connecting McCormick Place and the Hancock Center to the downtown area. In addition, the unsightly loop elevated structures will be removed, paving the way for the revitalization of these enormously important portions of the downtown area.

Your favorable consideration of this proposal is requested.

Very truly yours,
(Signed) RICHARD J. DALEY,
*Mayor.*

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### *Referred*—PROPOSED ORDINANCES FOR LEASES OF SPECIFIED PARKING FACILITIES FOR YEAR 1970.

Honorable Richard J. Daley, Mayor, submitted the following communication, which was, together with the proposed ordinances transmitted therewith, *Referred to the Committee on Finance:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 23, 1969.

*To the Honorable, The City Council of the City of Chicago:*

GENTLEMEN—I transmit herewith leases covering the operation of 56 neighborhood and downtown parking facilities for the year 1970. The terms of said leases are based upon the recommendation of the Commissioner of Streets and Sanitation, whose report on the subject is attached herewith for your study and information.

Your favorable consideration of this matter will be appreciated.

Very truly yours,
(Signed) RICHARD J. DALEY,
*Mayor.*

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### *Referred*—PROPOSED ORDINANCES CONCERNING SPECIFIED URBAN RENEWAL AND REDEVELOPMENT PROJECTS.

Honorable Richard J. Daley, Mayor, at the request of Lewis W. Hill, Chairman of the Department of Urban Renewal, submitted communications dated December 23, 1969, transmitting the following proposed ordinances affecting specified Urban Renewal and Redevelopment Projects, which were *Referred to the Committee on Planning and Housing,* as follows:

Approving the Determination of the Department of Urban Renewal that the area known as Evergreen-Sedgwick is Slum and Blighted and should be acquired for Redevelopment;

Approving the Redevelopment Plan and Feasibility of Relocation for Project Evergreen-Sedgwick;

To Approve the Sale of Certain Parcels of Land in Urban Renewal Project Lincoln Park I (Ill. R-50).

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## *CITY COUNCIL INFORMED AS TO MISCELLANEOUS DOCUMENTS FILED OR RECEIVED IN CITY CLERK'S OFFICE.*

John C. Marcin, City Clerk, informed the City Council that documents have been filed or received in his office, relating to the respective subjects designated, as follows:

### *Proclamations.*

Proclamations of Honorable Richard J. Daley, Mayor, designating times for special observances as follows:

"Alcoholism Information Month in Chicago": Month of January, 1970;

"Army ROTC Week in Chicago": Week of December 7-13, 1969.

### *Acceptances and Bonds under Ordinances.*

Also acceptances and bonds under ordinances as follows:

The Belt Railway Company of Chicago: acceptance and bond under an ordinance passed on September 17, 1969 (switch track); filed on December 3, 1969;

Central Telephone Company of Illinois; acceptance and bond under an ordinance passed September 17, 1969 (conduits): filed on November 21, 1969;

Citizens National Bank of Chicago: acceptance and bond under an ordinance passed on October 29, 1969 (ornamental clock); filed on November 26, 1969;

Gutmann and Company: acceptance and bond under an ordinance passed November 17, 1969 (switch track); filed on December 18, 1969;

Wieboldt Stores, Inc.: acceptance and bond under an ordinance passed October 29, 1969 (switch track); filed on December 1, 1969.

### *Duplicate Payrolls.*

Also duplicate payrolls for the period ended on November 30, 1969, received from Otto H. Loser, City Comptroller, as follows:

Police Department Payrolls 1180, 1180H, 1186 and 1187;

Fire Department Payrolls 1230, 1230H and 1235;

Miscellaneous Payrolls.

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## *CITY COUNCIL INFORMED AS TO PUBLICATION OF ORDINANCES.*

The City Clerk informed the City Council that all those ordinances which were passed by the City Council on December 16, 1969, and which were required by statute to be published in book or pamphlet form or in one or more newspapers, were published in pamphlet form on December 22, 1969 by being printed in full text in printed pamphlet copies of the Journal of the Proceedings of the City Council of the regular meeting held on December 16, 1969 [published by authority of the City Council in accordance with the provisions of Section 5-5 of the Municipal Code of Chicago, as passed on December 22, 1947], which printed pamphlet copies were delivered to the City Clerk on December 22, 1969.

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## *MISCELLANEOUS COMMUNICATIONS, REPORTS, ETC. REQUIRING COUNCIL ACTION (TRANSMITTED TO CITY COUNCIL BY CITY CLERK).*

The City Clerk transmitted communications, reports, etc., relating to the respective subjects listed below, which were acted upon by the City Council in each case in the manner noted, as follows:

### *Annual Report of Municipal Employees', Officers' and Officials' Annuity and Benefit Fund of Chicago.*

The Annual Report of the Municipal Employees', Officers' and Officials' Annuity and Benefit Fund of Chicago, for the Year 1970, submitted by Eugene F. Brennan, Executive Secretary.—*Placed on File.*

### *Court Decision.*

Also a communication from the Law Department signed by Richard F. Friedman, Assistant Corporation Counsel and Marvin E. Aspen, Head of Appeals and Review Division, advising the City Council that on December 15, 1969 the Illinois Appellate Court rendered an opinion in a cause entitled *Daley* v. *McMullen, et al., Illinois Appellate Court No. 53072.* This was an appeal taken from the decision of the Circuit Court of Cook County which had affirmed the License Appeal Commission's reversal of the order revoking Defendant's alcoholic liquor license. The Appellate Court reversed the lower Court not on a trial of the merits of the issues but because of the failure of the defendant to prosecute the appeal. Judgment affirming License Appeal Commission is therefor reversed. —*Placed on File.*

### *Zoning Reclassifications of Particular Areas.*

Also applications (in triplicate) together with the proposed ordinances for amendment of the Chicago Zoning Ordinance, as amended, for the purpose of reclassifying particular areas, which were *Referred to the Committee on Buildings and Zoning,* as follows:

Victor J. Cacciatore—to classify as a B4-1 Restricted Service District instead of an R1 Single Family Residence the area shown on Map No. 28-H bounded by

> W. 112th Street; a line 140 feet east of S. Western Avenue; a line 100 feet south of W. 112th Street; and S. Western Avenue;

Victor J. Cacciatore—to classify as an M1-2 Restricted Manufacturing District instead of an R3 General Residence District the area shown on Map No. 2-L bounded by

> the alley next north of and parallel to W. Arthington Street; the alley next west of and parallel to S. Cicero Avenue; W. Arthington Street; and a line 50 feet west of the alley next west of and parallel to S. Cicero Avenue;

Abraham E. Sharrow—to classify as an R7 General Residence District instead of an R6 General Residence District the area shown on Map No. 12-C bounded by

> a line 165 feet north of E. 55th Street; the alley next east of and parallel to S. Everett Avenue; a line 110 feet north of E. 55th Street; and S. Everett Avenue.

### *Claims against City of Chicago.*

Also claims against the City of Chicago, which were *Referred to the Committee on Finance,* filed by the following:

Delbert W. Arms, Carl Bensen, Barbara J. Cain, Joan Cosentino, Arthur L. Dietmeyer, 5912-14 W. Madison, Inc., Joan Gaylord, Richard L. Hilbrich, International Harvester Co., Eleanor A. Jacobson, Jewel Companies, Inc., Lansing B. Warner, Inc., Daniel G. Martinez, Medgar Evans Elk Lodge, Poole Bros. Inc., The Peoples Gas Light and Coke Co. (2), Ronald Pompilio Construction, Root Studios, David Rybicki, State Farm Insurance (2) Casimir F. Urban and Ambrose Schneider, Village Cab Co.

### *Request for Establishment of "No Parking" Sign in Rear of No. 3700 W. Diversey Av.*

Also a communication from Leonard Starck, President, A-1 Lock Service, addressed to the City Clerk under date of December 19, 1969, transmitting a request that "No Parking" sign be posted in the rear of No. 3700 W. Diversey Avenue, which was *Referred to the Committee on Traffic and Public Safety.*

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### *Referred*—PROPOSED ORDINANCES RECOMMENDED BY BOARD OF LOCAL IMPROVEMENTS FOR *Repeal* OF CERTAIN IMPROVEMENT ORDINANCES.

The City Clerk transmitted two communications from Virgil A. Berg, Secretary of the Board of Local Improvements, addressed to him under date of December 19, 1969, transmitting two proposed ordinances recommended by the Board for *repeal* of the improvement ordinances passed on the dates noted below, which were *Referred to the Committee on Local Industries, Streets and Alleys,* as follows:

Constructing two ten inch tile pipe sewers with two new concrete manholes and two new concrete catchbasins complete, and for grading and paving with eight inches of Portland Cement Concrete and otherwise improving the roadways of the alleys between W. 54th Street, W. 55th Street, Chicago Grand Trunk Railroad and S. Millard Avenue (repeals ordinance passed December 30, 1968);

Constructing ten inch tile pipe sewer with two new concrete manholes and two new concrete catchbasins complete and for grading and paving with eight inches of Portland Cement Concrete and otherwise improving the roadway of the alley between W. Cornelia Avenue, W. Roscoe Street, N. Overhill Avenue and N. Ozark Avenue (repeals ordinance passed April 9, 1969).

# REPORTS OF COMMITTEES.

Committee reports were submitted as indicated below. *No request under the statute was made by any two aldermen present to defer any of said reports for final action thereon, to the next regular meeting of the Council, except where otherwise indicated.*

## COMMITTEE ON BUILDINGS AND ZONING.

### Approval Given to Mayor's Reappointment of John P. Kringas as Member of Zoning Board of Appeals.

The Committee on Buildings and Zoning submitted the following report:

CHICAGO, December 22, 1969.

*To the President and Members of the City Council:*

Your Committee on Buildings and Zoning, to which was referred (on December 2, 1969) a communication signed by Honorable Richard J. Daley, Mayor, reappointing Mr. John P. Kringas as a member of the Zoning Board of Appeals for a term of five years ending July 1, 1974, begs leave to recommend that Your Honorable Body approve the reappointment of Mr. Kringas.

This recommendation was concurred in by 11 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) THOMAS F. FITZPATRICK,
*Vice-Chairman.*

On motion of Alderman Fitzpatrick the committee's recommendation was Concurred In and said reappointment of Mr. Kringas was *Approved.*

### New Regulations Prescribed Concerning Riding Academies, Etc.

The Committee on Buildings and Zoning submitted the following report:

CHICAGO, December 22, 1969.

*To the President and Members of the City Council:*

Your Committee on Buildings and Zoning, having had under consideration a proposed ordinance (referred on November 17, 1969) to amend Sections 9.3-1B(28)(29) and 9.4-1 of Chapter 194A of the Municipal Code of Chicago by deleting "Riding Academies" and "Stables, Horse" as permitted uses in Commercial Districts and making them Special Uses in Commercial Districts, begs leave to recommend that Your Honorable Body pass the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 11 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) THOMAS F. FITZPATRICK,
*Vice-Chairman.*

On motion of Alderman Fitzpatrick the proposed ordinance transmitted with the foregoing committee report was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Kuta, Collins, Marzullo, Sain, Jambrone, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Fifielski, Kerwin, Hoellen, Wigoda, Sperling—42.

*Nays*—None.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That Section 9.3-1B(28) of Chapter 194A of the Municipal Code of Chicago, the Chicago Zoning Ordinance, as amended, is hereby amended by deleting therefrom certain language, as contained in brackets below, as follows:

"[(28) Riding Academies]"

SECTION 2. That Section 9.3-1B(29) of Chapter 194A of the Municipal Code of Chicago, the Chicago Zoning Ordinance, as amended, is hereby amended by deleting therefrom certain language, as contained in brackets below, as follows:

"[(29) Stables, Horse]"

SECTION 3. That Section 9.4-1 of Chapter 194A of the Municipal Code of Chicago, the Chicago Zoning Ordinance, as amended, is hereby amended by adding thereto certain language, in Italics below, as follows:

*"(7) Riding Academies"*

SECTION 4. That Section 9.4-1 of Chapter 194A of the Municipal Code of Chicago, the Chicago Zoning Ordinance, as amended, is hereby amended by adding thereto certain language, in Italics below, as follows:

*"(8) Stables, Horse"*

SECTION 5. This ordinance shall be in force and effect from and after its passage and due publication.

### *Action Deferred*—ON PROPOSED ORDINANCES FOR AMENDMENT OF CHICAGO ZONING ORDINANCE TO RECLASSIFY PARTICULAR AREAS.

The Committee on Buildings and Zoning submitted the following report, which was, on motion of Alderman Fitzpatrick, *Deferred* and ordered published:

CHICAGO, December 22, 1969.

*To the President and Members of the City Council:*

Your Committee on Buildings and Zoning begs leave to recommend that Your Honorable Body pass the proposed ordinances transmitted herewith (referred to Your Committee on October 14, 1966, May 28, July 8, July 29, October 29 and November 17, 1969) to amend the Chicago Zoning Ordinance for the purpose of reclassifying particular areas, as follows:

To classify as a B6-7 Restricted Central Business

District instead of a B7-6 General Central Business District the area bounded by

E. Chicago Avenue; a line 175 feet east of the alley next east of and parallel to N. Michigan Avenue; the alley next south of and parallel to E. Chicago Avenue; a line 295 feet east of N. Michigan Avenue; E. Superior Street; a line 130 feet east of N. Michigan Avenue; the alley next south of and parallel to E. Chicago Avenue; and the alley next east of and parallel to N. Michigan Avenue (Map No. 1-E);

To classify as an R6 General Residence District instead of an R4 General Residence District, a C1-2 Restricted Commercial District and an M1-2 Restricted Manufacturing District the area bounded by

a line 99 feet south of W. Blackhawk Street; N. Larrabee Street; a line 395.97 feet south of W. Blackhawk Street; W. Siebens Place; N. Ogden Avenue; W. Blackhawk Street; and a line 280 feet west of N. Larrabee Street (Map No. 3-F);

To classify as an M1-3 Restricted Manufacturing District instead of a B4-2 Restricted Service District the area bounded by

W. 17th Street; the alley next east of and parallel to S. Ashland Avenue; a line 75 feet south of W. 17th Street; and S. Ashland Avenue (Map No. 4-G);

To classify as a C-2 General Commercial District instead of a B4-1 Restricted Service District the area bounded by

W. 48th Street; the alley next east of and parallel to S. Pulaski Road; a line 276.44 feet north of W. 49th Street; and S. Pulaski Road (Map No. 12-J);

To classify as a B4-2 Restricted Service District instead of a B4-1 Restricted Service District the area bounded by

S. Archer Avenue; S. Kenneth Avenue; the alley next south of and parallel to S. Archer Avenue; and S. Kilbourn Avenue (Map No. 12-K);

To classify as a B4-2 Restricted Service District instead of a B4-1 Restricted Service District the area bounded by

the alley next north of and parallel to S. Archer Avenue; S. Latrobe Avenue; S. Archer Avenue; and S. Lockwood Avenue (Map No. 12-L);

To classify as a B5-3 General Service District instead of a B5-1 General Service District the area bounded by

a line 505 feet north of W. Bryn Mawr Avenue; a line 403.26 feet east of the center line of the N. Pueblo Avenue; W. Bryn Mawr Avenue; the center line of N. Pueblo Avenue; and the right of way of the John F. Kennedy Expressway (Map No. 15-P);

To classify as an R4 General Residence District instead of an R2 Single Family Residence District the area bounded by

the alley next north of and parallel to W. 64th Place; S. Mobile Avenue; W. 64th Place; and a line 240 feet west of S. Mobile Avenue (Map No. 16-M);

To classify as an R4 General Residence District instead of an M1-1 Restricted Manufacturing District the area bounded by

W. 64th Place; a line 300 feet west of S. Meade Avenue; W. 65th Street; a line 180 feet east of S. Melvina Avenue; a line 132 feet south of W. 64th Place; and S. Melvina Avenue (Map No. 16-M);

To classify as an R4 General Residence District instead of an M2-2 General Manufacturing District the area bounded by

a line 1,702.5 feet north of the south line of W. 77th Street; the west line of S. Pulaski Road; a line 700.5 feet north of the south line of W. 77th Street; and a line from a point 570.44 feet west of the west line of S. Pulaski Road and 700.5 feet north of the south line of W. 77th Street, to a point 585.39 feet west of the west line of S. Pulaski Road and 1,702.5 feet north of the south line of W. 77th Street (Map No. 18-K);

To classify as an R4 General Residence District instead of an M2-3 General Manufacturing District the area bounded by

the south right of way of the Stony Island Avenue connector of the east leg of the Lake Calumet Branch of the Calumet Expressway; S. Stony Island Avenue; the northerly right of way of the east leg of the Lake Calumet Branch of the Calumet Expressway; and a line 100 feet easterly of and parallel to the easterly line of the right of way of the Pullman Railroad (Map No. 24-D);

To classify as a C2-3 General Commercial District instead of an M3-3 Heavy Manufacturing District the area bounded by

a line 1047.25 feet northwest of the center line of S. Doty Avenue; a line drawn from a point 1074.73 feet north of the center line of E. 111th Street and 1047.25 feet northwest of the center line of S. Doty Avenue to a point 650 feet north of the center line of E. 111th Street along the center line of S. Doty Avenue; S. Doty Avenue; and E. 111th Street (Map No. 26-D);

To classify as an R3 General Residence District instead of an R2 Single Family Residence District the area bounded by

a line 713 feet south of W. 107th Street; a line 125 feet east of S. Pulaski Road; a line 722 feet south of W. 107th Street; and S. Pulaski Road (Map No. 26-J);

To classify as an R4 General Residence District instead of an R3 General Residence District the area bounded by

N. Northwest Highway; a line drawn from a point 146 feet northwest of W. Devon Avenue along the southwest line of N. Northwest Highway to a point 45 feet northwest of W. Devon Avenue along the northeast line of the alley next southwest of and parallel to N. Northwest Highway; the alley next southwest of and parallel to N. Northwest Highway; and N. Oketo Avenue (Map No. 17-O).

These recommendations were concurred in by 11 members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS F. FITZPATRICK,
*Vice-Chairman.*

## *Action Deferred*—ON PROPOSED ORDINANCES FOR AMENDMENT OF CHICAGO ZONING ORDINANCE TO RECLASSIFY PARTICULAR AREAS *(Adverse Committee Recommendations).*

The Committee on Buildings and Zoning submitted the following report, which was, on motion of Alderman Fitzpatrick, *Deferred* and ordered published:

CHICAGO, December 22, 1969.

*To the President and Members of the City Council:*

Your Committee on Buildings and Zoning begs leave to recommend that Your Honorable Body Do Not Pass the proposed ordinances transmitted herewith (referred on October 4, 1967, November 15, 1968, January 17, March 14, July 8, September 5, October 29 and December 2, 1969) to amend the Chicago Zoning Ordinance for the purpose of reclassifying particular areas as follows:

To classify as an M1-2 Restricted Manufacturing District instead of an R3 General Residence District the area bounded by

a line 137.3 feet north of W. Grand Avenue; the west line of the Chicago Transit Authority right of way; a line 114.3 feet north of W. Grand Avenue; and the alley next west of and parallel to N. Hermitage Avenue (Map No. 1-H);

To classify as a C1-2 Restricted Commercial District instead of an M1-2 Restricted Manufacturing District the area bounded by

W. Grand Avenue; a line 55 feet east of N. Western Avenue; a line 105 feet south of W. Grand Avenue; the alley next east of and parallel to N. Western Avenue; a line 185 feet south of W. Grand Avenue; and N. Western Avenue (Map No. 1-H);

To classify as a B4-3 Restricted Service District instead of an M1-1 Restricted Manufacturing District the area bounded by

W. Medill Avenue, the C.M. St. P. & P. RR. right of way; N. Nordica Avenue; the alley next north of and parallel to W. Belden Avenue; and N. Neva Avenue (Map No. 5-N);

To classify as a B4-1 Restricted Service District instead of a B3-1 General Retail District the area bounded by

the alley next north of and parallel to W. North Avenue; N. Oak Park Avenue; W. North Avenue; and N. Newcastle Avenue (Map No. 5-N);

To classify as a C2-5 General Commercial District instead of a C1-2 Restricted Commercial District the area bounded by

the alley next north of and parallel to W. Belmont Avenue; the alley next southwest of N. Milwaukee Avenue; the east line of the alley next east of and parallel to N. Pulaski Road, or the line thereof if extended where no alley exists; W. Belmont Avenue; and N. Pulaski Road (Map No. 9-J);

To classify as a B4-2 Restricted Service District instead of an R4 General Residence District the area bounded by

W. Lawrence Avenue; N. Paulina Street; a line 55 feet south of W. Lawrence Avenue; and the alley next west of and parallel to N. Paulina Street (Map No. 11-H);

To classify as an M1-2 Restricted Manufacturing District instead of an R3 General Residence District the area bounded by

a line 166.66 feet north of W. Irving Park Road; the alley next east of and parallel to N. Hermitage Avenue; a line 135 feet north of W. Irving Park Road; and N. Hermitage Avenue (Map No. 11-H);

To classify as an R4 General Residence District instead of an R3 General Residence District the area bounded by

W. 53rd Street; S. Kilbourn Avenue; a line 150 feet south of W. 53rd Street; and the alley next west of and parallel to S. Kilbourn Avenue (Map No. 12-K);

To classify as a B4-2 Restricted Service District instead of a B4-1 Restricted Service District the area bounded by

a line 267.7 feet north of W. Argyle Street; the alley next east of and parallel to N. Harlem Avenue; W. Argyle Street; and N. Harlem Avenue (Map No. 13-N);

To classify as an R4 General Residence District instead of an R2 Single Family Residence District the area bounded by

W. Talcott Avenue; N. Oketo Avenue; a line drawn from a point 700.99 feet south of W. Talcott Avenue along the west line of N. Oketo Avenue to a point 1610.27 feet south of W. Talcott Avenue along the east line of N. Oriole Avenue; and N. Oriole Avenue (Map No. 15-0);

To classify as a B4-3 Restricted Service District instead of a B4-2 Restricted Service District the area bounded by

a line 50 feet north of W. 69th Street; the alley next east of and parallel to S. Green Street; W. 69th Street; and S. Green Street (Map No. 16-G);

To classify as an R4 General Residence District instead of an R3 General Residence District the area bounded by

the alley next south of and parallel to W. Lunt Avenue; N. Hamilton Avenue; the alley next north of and parallel to W. Morse Avenue; and the alley next west of and parallel to N. Hamilton Avenue (Map No. 17-H);

To classify as an R5 General Residence District instead of an R4 General Residence District the area bounded by

a line 100 feet south of W. Howard Street; the alley next east of and parallel to N. Ridge Avenue; a line 200 feet south of W. Howard Street; and N. Ridge Avenue (Map No. 19-H);

To classify as an R4 General Residence District instead of an M1-1 Restricted Manufacturing District the area bounded by

E. 134th Street; S. Indiana Avenue; and the corporate limits of the City of Chicago (Map No. 32-E).

These recommendations were concurred in by 11 members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS F. FITZPATRICK,
*Vice-Chairman.*

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## COMMITTEE ON LOCAL INDUSTRIES, STREETS AND ALLEYS.

### Grants Made of Privileges in Public Ways.

The Committee on Local Industries, Streets and Alleys, to which had been referred (on November 17, December 2, 9 and 16, 1969) seven proposed ordinances and one proposed order for grants of privileges in public ways, submitted a report recommending that the City Council pass said proposed ordinances and said proposed order (transmitted therewith).

On separate motions made by Alderman Sain *each* of the said proposed ordinances was *Passed*, by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Kuta, Collins, Marzullo, Sain, Jambrone, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Fifielski, Kerwin, Hoellen, Wigoda, Sperling—42.

*Nays*—None.

*Each of the said seven ordinances contains Sections 3, 4, 5 and 6, which are identical with Sections 3, 4, 5 and 6 respectively of the "Standard Special Provisions" printed on pages 5243-5244 of the Journal of the Proceedings of April 9, 1969.* Sections 1 and 2 of the said ordinances read respectively as follows (the Italic heading in each case not being a part of the ordinance):

*Grant to American-Laundry, Inc.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority hereby are given and granted to American Laundry, Inc., a corporation, its successors and assigns, upon the terms and subject to the conditions of this ordinance, to maintain and use as now installed an eight-inch steel culvert containing a two and one-half inch oil suction pipe and a two-inch oil return pipe under and across the north-south public alley used for the purpose of supplying fuel oil from the premises known as No. 918 S. Fairfield Avenue to the premises known as No. 925 S. California Avenue; for a period of ten (10) years from and after January 11, 1970.

The location of said culvert shall be as shown on print hereto attached, which by reference is made a part of this ordinance. Said culvert shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. The grantee shall keep that portion of the public way over said culvert in good condition and repair, safe for public travel and free from snow, ice and dirt, to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of one hundred and no/100 dollars ($100.00) per annum, in advance, the first payment to be made as of January 11, 1970, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof before the structures and appliances herein authorized are removed and the public way is restored as herein required.

*Grant to Huron and Orleans Building Corporation.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority hereby are given and granted to Huron and Orleans Building Corporation, a corporation, its successors and assigns; Chicago Title and Trust Company, a corporation, not individually, but as Trustee under a Trust Agreement dated July 11, 1967 and known as Trust No. 50891, its successors and assigns, and Tom Russell Charitable Foundation, Inc., a non-profit corporation, its successors and assigns, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed three (3) covered bridges or passageways over and across the east-west eighteen-foot public alley connecting the second, third, fourth, fifth and sixth floors of the premises known as Nos. 362-366 W. Huron Street and Nos. 340-358 W. Huron Street with the corresponding floors of the premises known as Nos. 363-371 W. Superior Street and Nos. 341-359 W. Superior Street; said covered bridges or passageways shall not exceed eight (8) feet, seven (7) feet four (4) inches, and seven (7) feet six (6) inches, respectively, in width, nor five (5) stories in height, and the lowest portion of same shall be not less than sixteen (16) feet above the surface of the alley at said location; for a period of ten (10) years from and after January 16, 1970.

The location of said covered bridges or passageways shall be as shown on three (3) prints hereto attached, which by reference is made a part of this ordinance. Said covered bridges or passageways shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. The grantee shall keep that portion of the public way under said covered bridges or passageways in good condition and repair, safe for public travel and free from snow, ice and dirt, to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of one thousand three hundred fifty and no/100 dollars ($1,350.00) per annum, in advance, the first payment to be made as of January 16, 1970, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof before the structures and appliances herein authorized are removed and the public way is restored as herein required.

### *Grant to Peerless Confection Co.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority hereby are given and granted to Peerless Confection Company, a corporation, its successors and assigns, upon the terms and subject to the conditions of this ordinance, to excavate for, construct, maintain and use a railroad switch track at street grade for in-street loading, unloading and storage, in N. Lakewood Avenue between W. Schubert Street and W. Diversey Avenue beginning at a point approximately two hundred twenty (220) feet north of the northwest corner of N. Lakewood Avenue and W. Schubert Street, thence proceeding on a curve for a distance of approximately one hundred eighty-six (186) feet to a point approximately thirty-four (34) feet from the northeast corner of N. Lakewood Avenue and W. Schubert Street; for a period of twenty (20) years from and after the date of passage of this ordinance.

The location of said railroad switch track shall be as shown in yellow on print hereto attached, which by reference is made a part of this ordinance. Said railroad switch track shall be constructed under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. There shall be no depressions or obstructions in the public way and the grantee shall keep that portion of the public way occupied by said railroad switch track in good condition and repair, safe for public travel and free from snow, ice and dirt, to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of three hundred fifty-four and no/100 dollars ($354.00) per annum, in advance, the first payment to be made as of the date of passage of this ordinance and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof before the structures and appliances herein authorized are removed and the public way is restored as herein required.

### *Grant to South Chicago Community Hospital.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority hereby are given and granted to South Chicago Community Hospital, a corporation, its successors and assigns, upon the terms and subject to the conditions of this ordinance, to construct, maintain and use a one-story covered bridge or passageway over and across E. 93rd Street between S. Crandon Avenue and S. Oglesby Avenue connecting the premises known as No. 2320 E. 93rd Street with the premises known as No. 2319 E. 93rd Street. Said covered bridge shall be ten (10) feet in width ninety-six (96) feet in length and shall be not less than fourteen (14) feet above street grade at said location; for a period of ten (10) years from and after the date of passage of this ordinance.

The location of said covered bridge or passageway shall be as shown on print hereto attached, which by reference is made a part of this ordinance. Said covered bridge or passageway shall be constructed of incombustible materials with some suitable device provided which shall be designed and be sufficient to prevent storm water, dirt and other substances from dripping from such covered bridge or passageway upon the public way beneath and shall be constructed under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. The grantee shall keep that portion of the public way under said covered bridge or passageway in good condition and repair, safe for public travel and free from snow, ice and dirt, to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of three hundred and no/100 dollars ($300.00) per annum, in advance, the first payment to be made as of the date of passage of this ordinance, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof before the structures and appliances herein authorized are removed and the public way is restored as herein required.

### *Grant to Uhlich Evangelical Lutheran Orphan Asylum.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority hereby are given and granted to Uhlich Evangelical Lutheran Orphan Asylum, a corporation, its successors and assigns, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a utility tunnel containing steam pipes, six (6) feet in width, under and across the north-south public alley between N. California Avenue and N. Mozart Street at a point three hundred fifty (350) feet north of the north line of W. Waveland Avenue, connecting the basement of the premises known as No. 3730 N. California Avenue with the basement of the premises known as No. 3731 N. Mozart Street; for a period of ten (10) years from and after October 18, 1969.

The location of said utility tunnel shall be as shown on sketch hereto attached, which by reference is made a part of this ordinance. Said utility tunnel shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. The grantee shall keep that portion of the public way over said utility tunnel in good condition and repair, safe for public travel and free from snow, ice and dirt, to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of one hundred fifty and no/100 dollars ($150.00) per annum, in advance, the first payment to be made as of October 18, 1969, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof before the structures and appliances herein authorized are removed and the public way is restored as herein required.

*Grant to Water Saver Faucet Co.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority hereby are given and granted to Water Saver Faucet Co., a corporation, its successors and assigns, upon the terms and subject to the conditions of this ordinance, to excavate for, install, maintain and use a two-inch conduit containing electrical wires under and across the twenty-foot north-south public alley beginning at a point aproximately fifty-eight (58) feet south of W. Erie Street connecting the premises known as No. 656 N. Union Avenue with the Parking Lot located west of the said north-south public alley; for a period of ten (10) years from and after the date of passage of this ordinance.

The location of said conduit shall be as shown on print hereto attached, which by reference is made a part of this ordinance. Said conduit shall be installed under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. The grantee shall keep that portion of the public alley over said conduit in good condition and repair, safe for public travel and free from snow, ice and dirt, to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of one hundred and no/100 dollars ($100.00) per annum, in advance, the first payment to be made as of the date of passage of this ordinance, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof before the structure and appliances herein authorized are removed and the public way is restored as herein required.

*Grant to Frank M. Whiston & Co.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority hereby are given and granted to Frank M. Whiston & Co., a corporation, its successors and assigns, upon the terms and subject to the conditions of this ordiniance, to maintain and use as now constructed a vault not exceeding one hundred twelve (112) feet in length sixteen (16) feet in width nor fifteen (15) feet in depth, under the west portion of N. Holden Court south of the south curb line of E. Washington Street; for a period of ten (10) years from and after November 29, 1969.

The location of said vault shall be as shown on print hereto attached, which by reference is made a part of this ordinance. Said vault shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. The grantee shall keep that portion of the public way over said vault in good condition and repair, safe for public travel over the same and free from snow, ice and dirt, to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago for the privileges herein granted the sum of three thousand two hundred seventy-seven and 26/100 dollars ($3,277.26) per annum, in advance, the first payment to be made as of November 29, 1969, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof before the structures and appliances herein authorized are removed and public way is restored as herein required.

*Sipi Metals Corporation: Space in Public Way.*

On motion of Alderman Sain the proposed order transmitted with the pending committee report was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Kuta, Collins, Marzullo, Sain, Jambrone, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Fifielski, Kerwin, Hoellen, Wigoda, Sperling—42.

*Nays*—None.

The following is said order as passed:

*Ordered,* That the City Comptroller is hereby authorized to issue a permit to Sipi Metals Corp., to occupy twelve hundred twenty (1,220) square feet of space in N. Besly Court between W. Wabansia Avenue and the Chicago, Milwaukee, St. Paul and Pacific Railroad, surrounding the space used for a switch track, and the grantee shall furnish insurance coverage for public liability and property damage in amounts acceptable to the City Comptroller; for a period of three (3) years from and after November 1, 1969, at an annual compensation of two hundred forty-four and no/100 dollars ($244.00) payable annually in advance; said permit to be subject to revocation by either party on thirty (30) days' notice in writing, or may be revoked by the Mayor at any time at his discretion.

### Grants of Permission for Maintenance of Certain Street Privileges Rescinded.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass three proposed ordinances transmitted therewith (which were referred to the committee on December 9, 1969) for *repeal* of ordinances which granted privileges in public ways.

On separate motions made by Alderman Sain *each* of the said proposed *repealing* ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Kuta, Collins, Marzullo, Sain, Jambrone, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Fifielski, Kerwin, Hoellen, Wigoda, Sperling—42.

*Nays*—None.

Said three *repealing* ordinances, as passed, read respectively as follows:

H. Kramer & Co.

*Be It Ordained by the City Council of the City of Chicago:*

Section 1. That the ordinance passed by the City Council November 15, 1966, page 7486 of the Journal of the Proceedings of said date, which granted permission and authority to H. Kramer & Co., to install two (2) steel pipes, containing a cable, wires and communication lines under and across W. 21st Place east of S. Loomis Street, connecting the premises known as No. 1340 W. 21st Place with the premises known as No. 1339 W. 21st Place; be and the same is hereby repealed as of November 15, 1969.

The City Comptroller is hereby authorized to cancel all outstanding Warrants for Collection subsequent to November 14, 1969.

Section 2. This ordinance shall take effect and be in force from and after its passage.

Air Products and Chemicals, Inc.

*Be It Ordained by the City Council of the City of Chicago:*

Section 1. That the ordinance passed by the City Council April 23, 1969, appearing on pages 5437 and 5438 of the Journal of the Proceedings of said date, which granted permission and authority to Air Products and Chemicals, Inc. to excavate for, install, maintain, operate, use, remove, replace and repair a private pipe line for the transmission of gaseous oxygen consisting of a steel pipe to run under, along and across E. 124th Street to E. 116th Street and in the vicinity of S. Yates Avenue, E. 114th Street and S. Torrence Avenue, and sundry other streets and public alleys and highways; be and the same is hereby repealed as of April 25, 1970.

The City Comptroller is hereby authorized to cancel all outstanding Warrants for Collection subsequent to April 24, 1970.

Section 2. This ordinance shall take effect and be in force from and after its passage.

Ventilating Equipment Co.

*Be It Ordained by the City Council of the City of Chicago:*

Section 1. That the ordinance passed by the City Council November 16, 1964, appearing on pages 3320 and 3321 of the Journal of the Proceedings of said date, which granted permission and authority to the Ventilating Equipment Company to maintain and use a railroad switch track at street grade beginning at a point on the southerly line of N. North Branch Street 330 feet northwesterly of the northerly line of W. Bliss Street produced westerly, thence running on a curve and northwesterly on and along the westerly side of North Branch Street to the south line of W. Division Street; be and the same is hereby repealed as of November 12, 1969.

The City Comptroller is hereby authorized to cancel all outstanding Warrants for Collection subsequent to April 11, 1969.

Section 2. This ordinance shall take effect and be in force from and after its passage.

## Part of N. Ogden Av. and Part of N. Meyer Av. Vacated and Provision Made for Opening and Widening of Adjacent Alleys.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass a proposed ordinance (which was drafted and submitted in compliance with an order passed on January 27, 1969, page 4910) for the vacation of that part of N. Ogden Avenue lying south of the south line of W. Eugenie Street extended east between the west line of N. Meyer Avenue extended north and the east line of N. Mohawk Street extended, except a triangular-shaped part at the intersection of the east line of N. Mohawk Street and the southeasterly line of N. Ogden Avenue, and all that part of N. Meyer Avenue, lying between W. North Avenue and a line 85 feet, more or less, of the north-south 10-foot public alley including that part of said alley now lying within N. Ogden Avenue as opened and the east 60 feet, more or less, of the east-west 15-foot public alley, all in the block bounded by W. North Avenue, W. Eugenie Street, N. Meyer Avenue and N. Mohawk Street; also a resolution providing for the opening and widening of certain alleys in the area bounded by W. Eugenie Street, W. North Avenue, N. Mohawk Street and N. Cleveland Avenue.

On motion of Alderman Sain said proposed ordinance and resolution were *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Kuta, Collins, Marzullo, Sain, Jambrone, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Fifielski, Kerwin, Hoellen, Wigoda, Sperling—42.

*Nays*—None.

The following is said ordinance as passed:

Whereas, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of parts of public streets and parts of public alleys described in the following ordinance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

Section 1. That all that part of N. Ogden Avenue opened by Condemnation Proceedings, ordinance passed by the City Council February 18, 1919, Order of Possession March 1, 1945, County Court General No. 42162, being all of Lots Forty-five (45), Seventy-nine (79), Eighty (80), Eighty-one (81) and Eighty-two (82) and all those parts of Lots Eighty-three (83) and Eighty-four (84), all in C. J. Hull's Subdivision of Block Fifty-three (53) in Canal Trustees' Subdivision of the North Half (N.½) and the North Half (N.½) of the Southeast Quarter (S.E.¼) and the East Half (E.½) of the Southwest Quarter (S.W.¼) of Section Thirty-three (33), Township Forty (40) North, Range Fourteen (14) East of the Third Principal Meridian, lying Southeasterly of a line drawn through a point in the South line of W.

Eugenie Street, Forty-six and Fifty-one Hundredths (46.51) feet East of the East line of N. Mohawk Street and through a point in the East line of N. Larrabee Street, One Hundred Thirty-three and Nine Hundredths (133.09) feet North of the North line of W. North Avenue, also all those parts of Lots Forty-three (43), Forty-four (44), Forty-six (46), Forty-seven (47), Seventy-five (75), except the South Twenty (20) feet of said Lot Seventy-five (75), Seventy-six (76), Seventy-seven (77), and Seventy-eight (78) in C. J. Hull's Subdivision aforementioned, lying Northwesterly of a line drawn through a point in the South line of W. Eugenie Street, Five and Forty-three Hundredths (5.43) feet East of the East line of N. Meyer Avenue and through a point in the North line of W. North Avenue, Thirty-one (31) feet East of the East line of N. Larrabee Street; also all that part of the North-South Ten (10) foot public alley together with that part of said alley now lying within N. Ogden Avenue as opened, lying West of and adjoining the West line of Lots Forty-five (45) to Fifty-one (51), both inclusive, lying East of and adjoining the East line of Lots Seventy-five (75) to Eighty-four (84), both inclusive, and lying North of and adjoining a line Twenty (20) feet North of and parallel with the South line of said Lot Seventy-five (75) produced East Ten (10) feet, all in C. J. Hull's Subdivision aforementioned; also all that part of N. Meyer Avenue lying East of and adjoining the East line of Lot Eighteen (18), lying West of and adjoining the West line of Lot Nineteen (19) and lying South of and adjoining a line Fifteen (15) feet South of and parallel with the North line of said Lot Nineteen (19) produced West Thirty (30) feet, in said C. J. Hull's Subdivision, and all that part of the East-West Fifteen (15) foot public alley lying North of and adjoining the North line of Lots Sixteen (16), Seventeen (17) and Eighteen (18), lying South of and adjoining the South line of Lot Sixty-four (64) and lying East of and adjoining a line Ten (10) feet East of and parallel with the West line of said Lot Sixty-four (64) extended South, in said C. J. Hull's Subdivision; said parts of public streets herein vacated being further described as all that part of N. Ogden Avenue lying South of the South line of W. Eugenie Street extended East between the West line of N. Meyer Avenue extended North and the East line of N. Mohawk Street extended, except a triangular shaped part of said N. Ogden Avenue lying South of a line Two Hundred Twenty (220) feet, more or less, South of and parallel with the South line of W. Eugenie Street, as measured along the East line of N. Mohawk Street and said East line extended, and all that part of N. Meyer Avenue lying between W. North Avenue and a line Eighty-five (85) feet, more or less, North of and parallel thereto, and said parts of public alleys herein vacated being further described as the North Two Hundred Twenty (220) feet, more or less, of the North-South Ten (10) foot public alley including that part of said alley now lying within N. Ogden Avenue as opened, and the East Sixty (60) feet, more or less, of the East-West Fifteen (15) foot public alley, all in the block bounded by W. North Avenue, W. Eugenie Street, N. Meyer Avenue and N. Mohawk Street, as colored in red and indicated by the words "TO BE VACATED" on the plat hereto attached, which plat for greater certainty is hereby made a part of this ordinance, be and the same are hereby vacated and closed, except for such rights as are reserved to Illinois Bell Telephone Company by Section Two (2) hereof, inasmuch as the same with the exception of the reservation contained in Section Two (2) hereof, are no longer required for public use and the public interest will be subserved by such vacations.

SECTION 2. The City of Chicago hereby reserves for the benefit of the Illinois Bell Telephone Company, its successors or assigns, an easement to operate, maintain, construct, replace and renew overhead poles, wires and associated equipment and underground conduit, cables and associated equipment for the transmission and distribution of telephonic and associated services under, over and along all of the East-West Fifteen (15) foot public alley as herein vacated, with the right of ingress and egress.

SECTION 3. The vacations herein provided for are made upon the express condition that within six (6) months after the passage of this ordinance, the City of Chicago shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance.

SECTION 4. This ordinance shall take effect and be in full force and effect from and after is passage and approval, subject, however, to the condition of Section Three (3) hereof.

The following is said resolution as adopted together with the foregoing ordinance:

*Be It Resolved by the City Council of the City of Chicago:*

That the following-described property shall be opened for public alley purposes:

The South Twenty (20) feet of Lot Seventy-five (75), except that part taken for the opening of N. Ogden Avenue; the West Ten (10) feet of Lots Fifty-two (52) to Sixty-four (64), both inclusive; the North Five (5) feet of Lots Twelve (12) to Fifteen (15), both inclusive, together with the North Five (5) feet of that part of Lot Sixteen (16) lying West of a line Ten (10) feet East of and parallel with the West line of aforesaid Lot Sixty-four (64) extended South, and the North Fifteen (15) feet of Lots Nineteen (19) to Twenty-two (22), both inclusive, all in C. J. Hull's Subdivision of Block Fifty-three (53) in Canal Trustees' Subdivision of the North Half (N.½) and the North Half (N.½) of the Southeast Quarter (S.E.¼) and the East Half (E.½) of the Southwest Quarter (S.W.¼) of Section Thirty-three (33), Township Forty (40) North, Range Fourteen (14) East of the Third Principal Meridian.

*Be It Further Resolved:*

That the City of Chicago (Department of Urban Renewal) shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this resolution.

## Part of Public Alley Vacated in Block Bounded by W. Loyola Av., Line South Thereof, N. Winthrop Av. and Lake Michigan.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass a proposed ordinance (which was drafted and submitted in compliance with an order passed on April 28, 1967, page 120) for the vacation of all that part of the east-west public alley lying east of a line 328 feet, more or less, east of N. Winthrop

Avenue in the area bounded by W. Loyola Avenue, a line approximately 143.45 feet south thereof, N. Winthrop Avenue and the shore line of Lake Michigan.

On motion of Alderman Sain said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Kuta, Collins, Marzullo, Sain, Jambrone, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Fifielski, Kerwin, Hoellen, Wigoda, Sperling—42.

*Nays*—None.

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public alley described in the following ordinance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That all that part of the East-West Eight (8) foot public alley lying South of and adjoining the South line of Lot One (1) and accretions thereto in Block Five (5) of Owners Subdivision of Lots Four (4), Five (5), Six (6) and Seven (7) of "Cape Hayes" being a Subdivision of the Southeast Fractional Quarter (S.E. Frac'l. ¼) of Section Thirty-Two (32), in Township Forty-one (41) North, Range Fourteen (14) East of the Third Principal Meridian; lying South of and adjoining the South line of the East Twenty-two (22) feet of Lot One (1) in Pruitt and Moore's Resubdivision of Lots Two (2), Three (3), Four (4), Five (5), Six (6) and Seven (7) in Block Five (5) and Lots Three (3), Four (4), Five (5) and Six (6) in Block Six (6), both of Owners Subdivision of Lots Four (4), Five (5), Six (6) and Seven (7) in "Cape Hayes" aforementioned, lying East of and adjoining the West line of the East Twenty-two (22) feet of said Lot One (1) produced South eight (8) feet in said Pruitt and Moore's Resubdivision, and lying Westerly of and adjoining the Westerly shore line of Lake Michigan; said part of public alley herein vacated being further described as all that part of the East-West Eight (8) foot public alley lying East of a line Three Hundred Twenty-eight (328) feet, more or less, East of and parallel with the East line of N. Winthrop Avenue in the area bounded by W. Loyola Avenue, a line One Hundred Forty-three and Forty-five Hundredths (143.45) feet, more or less, South thereof, N. Winthrop Avenue and the shore line of Lake Michigan, as colored in red and indicated by the words "TO BE VACATED" on the plat hereto attached, which plat for greater certainty is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The vacation herein provided for is made upon the express condition that within ninety (90) days after the passage of this ordinance, Loyola University shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said part of public alley hereby vacated, the sum of seventeen thousand five hundred and no/100 dollars ($17,500.00), which sum in the judgment of this body will be equal to such benefits.

SECTION 3. This ordinance shall take effect and be in force from and after its passage subject to the condition of Section Two (2) hereof, provided that said Loyola University shall within ninety (90) days after the passage of this ordinance, file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance.

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## Ordinances Passed for Street and Alley Improvements by Special Assessment.

The Committee on Local Industries, Streets and Alleys, to which had been referred (on November 17, December 2, and December 16, 1969) eighteen proposed ordinances recommended by the Board of Local Improvements for street and alley improvements, submitted reports recommending that the City Council pass said proposed ordinances (transmitted therewith).

On separate motions made by Alderman Sain *each* of the said proposed ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Kuta, Collins, Marzullo, Sain, Jambrone, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Fifielski, Kerwin, Hoellen, Wigoda, Sperling—42.

*Nays*—None.

The following are descriptive summaries of the said eighteen improvement ordinances as passed:

### *Alleys between W. Higgins Av., W. Berwyn Av., N. Oak Park Av. and N. Newcastle Av.—Sewers, Etc. and Grading, Paving and Improving.*

An ordinance for constructing tile pipe sewers with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadways of the alleys between W. Higgins Avenue, W. Berwyn Avenue, N. Oak Park Avenue and N. Newcastle Avenue.

### *Alley between W. Carmen Av., W. Winnemac Av., N. Rutherford Av. and N. Oak Park Av., Etc.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadway of the alley between W. Carmen Avenue, W. Winnemac Avenue, N. Rutherford Avenue and N. Oak Park Avenue; also that part of the north-south alley from a line parallel with and three feet south of the north line of W. Winnemac Avenue to the north line of W. Winnemac Avenue.

### *Alleys between W. 35th Pl., W. 36th St., S. Rockwell St. and S. Washtenaw Av.—Sewers, Etc. and Grading, Paving and Improving.*

An ordinance for constructing tile pipe sewers with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadways of the alleys between W. 35th Place, W. 36th Street, S. Rockwell Street and S. Washtenaw Avenue.

### *Alley between W. 52nd St., W. 53rd St., S. Massasoit Av. and S. Menard Av.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadway of the alley between W. 52nd Street, W. 53rd Street, S. Massasoit Avenue and S. Menard Avenue.

### *Alleys between W. 54th St., W. Archer Av., S. Newland Av. and S. Sayre Av.—Sewer, Etc., and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadways of the alleys between W. 54th Street, W. Archer Avenue, S. Newland Avenue and S. Sayre Avenue.

### *Alleys between W. 55th St., W. 56th St., S. Massasoit Av. and S. Menard Av.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadways of the alleys between W. 55th Street, W. 56th Street, S. Massasoit Avenue and S. Menard Avenue.

### *Alley between W. 56th St., W. 57th St., Indiana Harbor Belt RR. and S. Massasoit Av.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadway of the alley between W. 56th Street, W. 57th Street, Indiana Harbor Belt Railroad and S. Massasoit Avenue.

### *Alley between W. 56th St., W. 57th St., S. Mayfield Av. and S. Mason Av.—Grading, Paving and Improving.*

An ordinance for grading, paving and otherwise improving the roadway of the alley between W. 56th Street, W. 57th Street, S. Mayfield Avenue and S. Mason Avenue.

### *Alleys between W. Archer Av., W. 56th St., S. Rutherford Av. and S. Oak Park Av.—Grading, Paving and Improving.*

An ordinance for grading, paving and otherwise improving the roadways of the alleys, between W. Archer Avenue, W. 56th Street, S. Rutherford Avenue and S. Oak Park Avenue.

### *Alley between W. 60th Pl., W. 61st St., S. Hamlin Av. and S. Springfield Av.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadway of the alley between W. 60th Place, W. 61st Street, S. Hamlin Avenue and S. Springfield Avenue.

### *Alley between W. 63rd St., W. 63rd Pl., S. Lawndale Av. and S. Hamlin Av., Etc.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadway of the alley between W. 63rd Street, W. 63rd Place, S. Lawndale Avenue and S. Hamlin Avenue; also that part of the east-west alley from a line parallel with and eighteen feet west of the east line of S. Hamlin Avenue to the east line of S. Hamlin Avenue.

### *Alleys between E. 87th St., E. 87th Pl., S. East End Av. and S. Stony Island Av.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadways of the alleys between E. 87th Street, E. 87th Place, S. East End Avenue and S. Stony Island Avenue.

### *Alley between W. 92nd St., W. 93rd St., S. La Salle St. and S. Wentworth Av.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadway of the alley between W. 92nd Street, W. 93rd Street, S. La Salle Street and S. Wentworth Avenue.

### *Alley between W. 95th St., W. 96th St., S. Union Av. and S. Emerald Av., Etc.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadway of the alley between W. 95th Street, W. 96th Street, S. Union Avenue and S. Emerald Avenue; also that part of the north-south alley from a line parallel with and eighteen feet south of the north line of W. 96th Street to the north line of W. 96th Street.

### *Alleys between W. 102nd St., W. 103rd St., S. Wentworth Av. and S. Yale Av., Etc.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadways of the alleys between W. 102nd Street, W. 103rd Street, S. Wentworth Avenue and S. Yale Avenue; also that part of the east-west alley from a line parallel with and eighteen feet west of the east line of S. Yale Avenue to the east line of S. Yale Avenue.

### *Improvement of S. Carpenter St.*

An ordinance for grading, paving and improving S. Carpenter Street from the south line of W. 96th Street to the north line of W. 97th Street.

### *Improvement of S. Ewing Av.*

An ordinance for grading, paving and improving S. Ewing Avenue from the existing pavement thirty-three feet north of the south line of E. 114th Street to the south line of E. 115th Street.

### *Improvement of W. Summerdale Av. System.*

An ordinance for grading, paving and improving a system of streets as follows:

W. SUMMERDALE AV. SYSTEM.

W. Summerdale Avenue from the west line of N. Newland Avenue to the west line of N. Montclare Avenue;

N. Nordica Avenue from the south line of W. Summerdale Avenue to the north line of W. Foster Avenue.

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## Ordinances Repealed for Construction of Sewers, Etc. in Certain Street and Alleys.

The Committee on Local Industries, Streets and Alleys, to which had been referred (on November 17 and December 16, 1969) four proposed ordinances submitted by the Board of Local Improvements to *repeal* ordinances previously passed for the construction of Sewers, etc., submitted reports recommending that the City Council pass the said four proposed *repealing* ordinances (transmitted therewith).

On separate motions made by Alderman Sain *each* of the four proposed *repealing* ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Kuta, Collins, Marzullo, Sain, Jambrone, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Fifielski, Kerwin, Hoellen, Wigoda, Sperling—42.

*Nays*—None.

The following are descriptive summaries of the said ordinances as *Passed:*

### *Repeal of Ordinance for Construction of Tile Pipe sewers, Etc. and for Grading, Paving and Improving Alleys between W. 36th St., W. 36th Pl., S. Washtenaw Av. and S. California Av.*

An ordinance to *Repeal* the ordinance passed by the City Council on January 17, 1969, as is noted on page 4883 of the Journal of the Proceedings of said date, for constructing tile pipe sewers with concrete manholes and concrete catchbasins complete, and for grading, paving and otherwise improving the roadways of the alleys between W. 36th Street, W. 36th Place, S. Washtenaw Avenue and S. California Avenue.

### *Repeal of Ordinance for Construction of Tile Pipe Sewers, Etc. and for Grading, Paving and Improving of Alleys between W. 50th St., W. 51st St., S. Seeley Av. and S. Hoyne Av., Etc.*

An ordinance to *Repeal* the ordinance passed by the City Council on September 11, 1968, as is noted on page 3585 of the Journal of the Proceedings of said date, for constructing tile pipe sewers with concrete manholes and concrete catchbasins complete, and for grading, paving and otherwise improving the roadways of the alleys between W. 50th Street, W. 51st Street, S. Seeley Avenue and S. Hoyne Avenue; also that part of the east-west alley from a line parallel with and eighteen feet east of the west line of S. Seeley Avenue to the west line of S. Seeley Avenue.

### *Repeal of Ordinance for Construction of Tile Pipe Sewer, Etc. and Grading, Paving and Improving of Alleys between W. 80th St., W. 81st St., S. Emerald Av. and S. Halsted St., Etc.*

An ordinance to *Repeal* the ordinance passed by the City Council on December 30, 1968, as is noted on page 4807 of the Journal of the Proceedings of said date, for constructing a tile pipe sewer with new concrete manholes and concrete catchbasins complete, and for grading, paving and otherwise improving the roadways of the alleys between W. 80th Street, W. 81st Street, S. Emerald Avenue and S. Halsted Street; also that part of the north-south alley from a line parallel with and eighteen feet north of the south line of W. 80th Street to the south line of W. 80th Street.

### *Repeal of Ordinance and Amendatory Ordinance for Construction of Sewers, Etc. in E. 134th Street (Sanitary) Sewer System.*

An ordinance to *Repeal* the ordinance passed by the City Council on June 2, 1967, as is noted on page 262 of the Journal of the Proceedings of said date, and to *Repeal* an amendatory ordinance passed by the City Council on November 11, 1968, as is noted on page 3791 of the Journal of the Proceedings of said date, for constructing sewers with concrete manholes and concrete catchbasins in E. 134th Street (Sanitary) Sewer System.

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## Ordinance Passed for Construction of Sidewalk in Certain System of Streets.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, recommended by the Board of Local Improvements (which was referred to the committee on December 2, 1969) for the construction of a concrete sidewalk six feet in width and one foot from the lot line towards the curb line in a system of streets as follows:

North side of W. 75th Place from the west curb line of S. Lawndale Avenue to a point approximately one hundred twenty-five feet west of the west curb line of S. Lawndale Avenue;

South side of W. 75th Place from the west curb line of S. Lawndale Avenue to a point approximately three hundred fifty feet west of the west curb line of S. Lawndale Avenue;

South side of W. 76th Street from the west curb line of S. Ridgeway Avenue to a point approximately thirty feet west of the west curb line of S. Ridgeway Avenue;

North side of W. 76th Place from the west curb line of S. Ridgeway Avenue to a point approximately thirty feet west of the west curb line of S. Ridgeway Avenue;

Both sides of W. 77th Street from the west curb line of S. Springfield Avenue to the east curb line of S. Pulaski Road;

East side of S. Lawndale Avenue from the north curb line of W. 79th Street to a point approximately four hundred twenty-five feet north of the north curb line of W. 79th Street;

West side of S. Lawndale Avenue from the south curb line of W. 75th Place to a point approximately one hundred ten feet south of the south curb line of W. Hayford Street; beginning again at the south curb line of W. 77th Place to the north curb line of W. 79th Street;

West side of S. Ridgeway Avenue from the south curb line of W. 76th Street to a point approximately one hundred twenty-five feet south of the south curb line of W. 76th Place;

East side of S. Springfield Avenue from the south curb line of W. Myrick Street to the north curb line of W. 79th Street;

West side of S. Springfield Avenue from the south curb line of W. 76th Place to the north line of the first alley south of the south curb line of W. 77th Street;

East side of S. Pulaski Road beginning at a point approximately one hundred twenty feet north of the north curb line of W. 77th Street to the north line of the first alley south of the south curb line of of W. 77th Street.

On motion of Alderman Sain said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Kuta, Collins, Marzullo, Sain, Jambrone, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Fifielski, Kerwin, Hoellen, Wigoda, Sperling—42.

*Nays*—None.

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### *Action Deferred*—ON PROPOSED ORDINANCE FOR VACATION OF PART OF W. QUINCY ST.

The Committee on Local Industries, Streets and Alleys submitted the following report, which was, on motion of Alderman Sain *Deferred* and ordered published:

CHICAGO, December 22, 1969.

*To the President and Members of the City Council:*

Your Committee on Local Industries, Streets and Alleys begs leave to recommend that Your Honorable Body pass the proposed ordinance transmitted herewith (drafted and submitted in compliance with an order passed on March 14, 1969, page 5063) for the vacation of

All that part of W. Quincy Street lying between S. Franklin Street and S. Wacker Drive.

This recommendation was concurred in by seven members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) HARRY L. SAIN,
*Chairman.*

The following is the proposed ordinance transmitted with the foregoing committee report:

*Whereas,* the City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public street described in the following ordinance; therefore,

Be It Ordained by the City Council of the City of Chicago:

*Section 1.* That all that part of W. Quincy Street lying South of and adjoining the South line of Lots One (1) to Six (6), both inclusive, and lying North of and adjoining the North line of Lots Nine (9) to Twelve (12), both inclusive, in Block Eighty-three (83) in Subdivision of Blocks Eighty-three (83), Ninety-two (92) and One Hundred Forty (140) in School Section Addition to Chicago of Section Sixteen (16), Township Thirty-nine (39) North, Range Fourteen (14) East of the Third Principal Meridian; and lying North of and adjoining the North line of Lot One (1) and said North line produced East Ten (10) feet, in Pearson's Subdivision of Lots Seven (7) and Eight (8) in Block Eighty-three (83) of School Section Addition to Chicago aforementioned; said part of public street herein vacated being further described as all that part of W. Quincy Street lying between S. Franklin Street and S. Wacker Drive, as colored in red and indicated by the words "TO BE VACATED" on the plat hereto attached, which plat for greater certainty is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

*Section 2.* The vacation herein provided for is made upon the express condition that within ninety (90) days after the passage of this ordinance, the Chicago Title and Trust Company, Trustee, Trust No. 53194 shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said part of public street hereby vacated, the sum of two million seven hundred sixty-seven thousand five hundred and no/100 dollars ($2,767,500.00), which sum in the judgment of this body will be equal to such benefits; or, in the alternative, the Chicago Title and Trust Company, Trustee, Trust No. 53194, shall have the option and privilege within ninety (90) days after the passage of this ordinance to enter into an agreement with the City to remove and relocate at the owner's sole expense all existing sewers, water mains and appurtenances thereto, all in accordance with plans and specifications furnished and approved by the City and under the supervision and direction of the City of Chicago, as partial payment of compensation for the benefits which will accrue to the owner of the property abutting said part of public street hereby vacated, together with a payment to the City of Chicago of the sum of one million six hundred forty-five thousand five hundred and no/100 dollars

($1,645,500.00), which sum, together with the cost of removal and relocation of all existing sewers, water mains and appurtenances thereto, as herein provided, in the judgment of this body will be equal to the benefits which will accrue to the owner of the property abutting said part of the public street hereby vacated; and further, shall within ninety (90) days after the passage of this ordinance deposit in the City Treasury of the City of Chicago a sum sufficient to defray all costs of removing paving and curb returns and constructing sidewalk and curb across the entrances to the part of W. Quincy Street herein vacated, similar to the sidewalk and curb in S. Franklin Street and S. Wacker Drive, respectively, at W. Quincy Street. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Streets and Sanitation after such investigation as is requisite.

*Section 3.* This ordinance shall take effect and be in force from and after its passage subject to the conditions of Section Two (2) hereof, provided that the said Chicago Title and Trust Company, Trustee, Trust No. 53194 shall within ninety (90) days after the passage of this ordinance, file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance.

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# MATTERS PRESENTED BY THE ALDERMEN

**(Presented by Wards, in Order, Beginning with the Fiftieth Ward).**

**Arranged under the following subheadings:**

1. **Traffic Regulations, Traffic Signs and Traffic-Control Devices.**
2. **Zoning Ordinance Amendments.**
3. **Claims.**
4. **Unclassified Matters (arranged in order according to Ward numbers).**
5. **Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection and Water Rate Exemptions, Etc.**

*Proposed ordinances, orders and resolutions, described below, were presented by the aldermen named, as noted. Except where otherwise noted or indicated hereinbelow, unanimous consent was given to permit action by the City Council on each of said proposed ordinances, orders and resolutions without previous committee consideration, in accordance with the provisions of Council Rule 43.*

## 1. TRAFFIC REGULATIONS, TRAFFIC SIGNS AND TRAFFIC-CONTROL DEVICES.

### *Referred*—PROPOSED ORDINANCE TO DISCONTINUE PARKING-METER AREA AT NOS. 3222-3226 W. ROOSEVELT RD.

Alderman Collins (24th Ward) presented a proposed ordinance to discontinue the parking-meter area in front of the premises at Nos. 3222-3226 W. Roosevelt Road; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—PROPOSED ORDINANCE TO PROHIBIT AT ALL TIMES PARKING OF VEHICLES AT NO. 2401 N. OAKLEY AV.

Alderman Brandt (33rd Ward) presented a proposed ordinance to prohibit at all times the parking of vehicles at No. 2401 N. Oakley Avenue between W. Fullerton Avenue and a point 27 feet north thereof; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—PROPOSED ORDINANCE TO PROHIBIT PARKING OF VEHICLES DURING SPECIFIED HOURS ON PORTION OF W. 51ST PL.

Alderman Burke (14th Ward) presented a proposed ordinance to prohibit the parking of vehicles on W. 51st Place (both sides) between S. Morgan Street and the first alley east thereof from 8:00 A.M. to 4:30 P.M.; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—PROPOSED ORDINANCE TO CHANGE AREA OF PARKING PROHIBITION DURING SPECIFIED HOURS ON PORTION OF S. LONGWOOD DR.

Alderman Fitzpatrick (19th Ward) presented a proposed ordinance to prohibit the parking of vehicles from 8:00 A.M. to 10:00 A.M. (except on Saturdays, Sundays and holidays) on the west side of S. Longwood Drive between W. 97th Place and W. 97th Street (instead of between W. 96th Street and W. 97th Street); which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—PROPOSED ORDERS FOR INSTALLATIONS OF TRAFFIC SIGNS.

Alderman Laskowski (35th Ward) presented two proposed orders for installations of "Stop" signs at W. Roscoe Street and N. Lawndale Avenue and at W. Drummond Place and N. Kildare Avenue, which were *Referred to the Committee on Traffic and Public Safety.*

## 2. ZONING ORDINANCE AMENDMENTS.

*Referred*—PROPOSED ORDINANCE TO RECLASSIFY PARTICULAR AREA.

Alderman Shannon (17th Ward) presented a proposed ordinance for amendment of the Chicago Zoning Ordinance, for the purpose of reclassifying a particular area, which was *Referred to the Committee on Buildings and Zoning,* as follows:

To classify as a B5-2 General Service District instead of a B3-2 General Retail District the area shown on Map No. 16-G bounded by

> a line 145 feet north of W. Marquette Road; S. Halsted Street; W. Marquette Road; and the alley next west of and parallel to S. Halsted Street.

## 3. CLAIMS.

**Claims against the City of Chicago were presented by the aldermen designated below, respectively, for the claimants named, which were *Referred to the Committee on Finance,* as follows:**

| *Alderman* | *Claimant* |
|---|---|
| Zydlo (26th Ward) | Philip A. Odell,<br>N. A. Cirignani |
| Gabinski (32nd Ward) | Leonard W. Guzell |
| Aiello (36th Ward) | Pablo Perez |
| Casey (37th Ward) | Manuel Mercado (for minor son John Andrew). |

## 4. UNCLASSIFIED MATTERS

### (Arranged in Order According to Ward Numbers).

***Proposed ordinances, orders and resolutions were presented by the aldermen named below, respectively, and were acted upon by the City Council in each case in the manner noted, as follows:***

### Presented by
### ALDERMAN ROTI (1st Ward):

### Issuance of Canopy Permit Authorized.

A proposed order reading as follows:

*Ordered,* That the City Comptroller be and he is hereby authorized to issue a permit to Eastman Kodak Company to maintain an existing canopy over the sidewalk in S. Prairie Avenue, attached to the building or structure located at Nos. 1712-1718 S. Prairie Avenue, for a period of ten years from and after January 17, 1970, in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Buildings and the Chief Fire Prevention Engineer, said canopy not to exceed 20 feet in length nor 10 feet in width; upon the filing of the application and bond and payment of the initial compensation provided for by ordinances relating to the construction and maintenance of canopies.

On motion of Alderman Roti said proposed order was *Passed.*

### Presented by
### ALDERMAN BOHLING (7th Ward):

*Referred*—PROPOSED ORDER FOR ERECTION OF ILLUMINATED SIGN.

A proposed order for issuance of a permit to Rayco Auto Service to erect an illuminated sign to project over the sidewalk at No. 7419 S. Stony Island Avenue.—*Referred to the Committee on Buildings and Zoning.*

### Presented by
### ALDERMAN SHERIDAN (16th Ward):

### Building Declared Public Nuisance and Ordered Demolished.

A proposed ordinance reading as follows:

WHEREAS, The building located at No. 6523 S. May Street (open, vacant and fire-gutted) is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; therefore

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The building located at No. 6523 S. May Street (open, vacant and fire-gutted) is declared a public nuisance, and the Commissioner of Buildings is authorized and directed to demolish the same.

SECTION 2. This ordinance shall be effective upon its passage.

On motion of Alderman Sheridan said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Kuta, Collins, Marzullo, Sain, Jambrone, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Fifielski, Kerwin, Hoellen, Wigoda, Sperling—42.

*Nays*—None.

### Presented by
### ALDERMAN MARZULLO (25th Ward):

### Building Declared Public Nuisance and Ordered Demolished.

A proposed ordinance reading as follows:

> WHEREAS, The building located at No. 2610 W. Ogden Avenue is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; therefore
>
> *Be It Ordained by the City Council of the City of Chicago:*
>
> SECTION 1. The building located at No. 2610 W. Ogden Avenue is declared a public nuisance, and the Commissioner of Buildings is authorized and directed to demolish the same.
>
> SECTION 2. This ordinance shall be effective upon its passage.

On motion of Alderman Marzullo said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Kuta, Collins, Marzullo, Sain, Jambrone, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Fifielski, Kerwin, Hoellen, Wigoda, Sperling—42.

*Nays*—None.

*Referred*—PROPOSED ORDINANCE TO AMEND REGULATIONS GOVERNING TRANSPORTATION OF FLAMMABLE LIQUIDS ON SPECIFIED PUBLIC WAYS.

Also a proposed ordinance to amend Section 129-55.3 of the Municipal Code of Chicago concerning regulations governing transportation of flammable liquids on specified public ways.—*Referred to the Committee on Local Transportation.*

### Presented by
### ALDERMAN LAURINO (39th Ward):

### Issuance of Canopy Permit Authorized.

A proposed order reading as follows:

> *Ordered,* That the City Comptroller be and he is hereby authorized to issue a permit to Antoine's Banquet Halls, Inc. to maintain an existing canopy over the sidewalk in N. Elston Avenue, attached to the building or structure located at No. 4380 N. Elston Avenue, for a period of ten years from and after February 13, 1969, in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Buildings and the Chief Fire Prevention Engineer, said canopy not to exceed 27 feet in length nor 14 feet in width; upon the filing of the application and bond and payment of the initial compensation provided for by ordinances relating to the construction and maintenance of canopies.

On motion of Alderman Laurino said proposed order was *Passed.*

*Referred*—PROPOSED ORDER FOR ERECTION OF ADVERTISING SIGN.

Also a proposed order for issuance of a permit to Beverly Sign Company to erect an advertising sign, 19 by 60 feet in dimension, to be located 59 feet above the ground on private property on the premises at No. 4453 N. Cicero Avenue.—*Referred to the Committee on Buildings and Zoning.*

### Presented by
### ALDERMAN McCUTCHEON (43rd Ward):

### Drafting of Ordinance for Vacation of Streets, Etc. Directed.

A proposed order reading as follows:

> *Ordered,* That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of parts of N. Ogden Avenue between N. Sedgwick Street and N. Cleveland Avenue; part of W. Menomonee Street between N. Sedgwick Street and N. Ogden Avenue; part of N. Hudson Avenue between proposed W. Willow Street and N. Ogden Avenue and part of N. St. Michaels Court between N. Ogden Avenue and W. Menomonee Street; also providing for closing to vehicular traffic parts of N. Ogden Avenue, including part of W. Menomonee Street and including part of N. St. Michaels Court running north from N. Ogden Avenue, all lying between N. Sedgwick Street and N. Cleveland Avenue; also providing for opening certain property for pedestrian use only northwesterly of and adjacent to N. Ogden Avenue between N. Sedgwick Street and N. St. Michaels Court; also opening by resolution an east-west street to be known as W. Willow Street between N. Fern Court and N. St. Michaels Court, and opening and widening N. Fern Court between W. Menomonee Street and proposed W. Willow Street; also providing for opening by resolution certain alleys northwesterly of and adjacent to N. Ogden Avenue between N. Sedgwick Street and N. Cleveland Avenue, for the City of Chicago (Department of Urban Renewal) Project Lincoln Park I; said ordinance to be transmitted to the Committee on Local Industries, Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman McCutcheon said proposed order was *Passed.*

## 5. FREE PERMITS, LICENSE FEE EXEMPTIONS, CANCELLATION OF WARRANTS FOR COLLECTION AND WATER RATE EXEMPTIONS, ETC.

**Proposed ordinances, orders, etc. described below, were presented by the aldermen named, and were *Referred to the Committee on Finance,* as follows:**

*License Fee Exemptions for Homes, Hospitals, Day Care Centers, Etc.:*

BY ALDERMAN METCALFE (3RD WARD):

Provident Hospital and Training School, No. 426 E. 51st Street.

BY ALDERMAN DESPRES (5TH WARD):

Albert Merritt Billings Hospital (University of Chicago), No. 950 E. 59th Street(2).

Chicago Lying-In Hospital (University of Chicago), No. 5841 S. Maryland Avenue(2).

Church Home, No. 5445 S. Ingleside Avenue.

Illinois Central Hospital Association, No. 5800 S. Stony Island Avenue(2).

Silvain and Arma Wyler Children's Hospital (University of Chicago), No. 950 E. 59th Street (2).

BY ALDERMAN COUSINS (8TH WARD):

Augustana Home for the Aged (Lutheran Welfare Services of Illinois), No. 7540 S. Stony Island Avenue.

South Shore Hospital, No. 8015 S. Luella Avenue.

BY ALDERMAN BURKE (14TH WARD):

Evangelical Hospital, No. 5421 S. Morgan Street.

BY ALDERMAN FITZPATRICK (19TH WARD):

Washington and Jane Smith Home, No. 2340 W. 113th Place.

BY ALDERMAN SAIN (27TH WARD):

Presbyterian-St. Luke's Hospital, No. 1753 W. Congress Parkway.

BY ALDERMAN CULLERTON (FOR ALDERMAN FRIED, 42ND WARD):

Chicago Wesley Memorial Hospital, No. 250 E. Superior Street.

*Cancellation of Warrants for Collection:*

BY ALDERMAN DESPRES (5TH WARD):

Nicholas J. Pritzker Center and Hospital, No. 800 E. 55th Street—elevator inspection.

BY ALDERMAN CASEY (37TH WARD):

St. Lucy Church, No. 5911 W. Midway Park—elevator inspection.

BY ALDERMAN FIFIELSKI (45TH WARD):

Congregation of Debutazione of Maria SS. Lauretana, No. 5854 W. Lawrence Avenue—mechanical ventilation system inspection.

BY ALDERMAN SPERLING (50TH WARD):

Edgewater Hospital, No. 5700 N. Ashland Avenue—sign inspection (2).

*Cancellation of Water Rates:*

BY ALDERMAN SHERIDAN (16TH WARD):

Church of Christ, No. 1514 W. 74th Street.

# UNFINISHED BUSINESS.

### Alderman Claude W. B. Holman Elected President Pro Tempore of City Council.

On motion of Alderman Sain the City Council took up for consideration the report of the Committee on Committees and Rules deferred and published on December 16, 1969, page 6591, recommending that the City Council adopt a proposed resolution transmitted with the committee's report, to elect Alderman Claude W. B. Holman as President Pro Tempore of the City Council.

On motion of Alderman Sain said proposed resolution was *Adopted,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Bohling, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Kuta, Collins, Marzullo, Sain, Jambrone, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Fifielski, Kerwin, Wigoda—33.

*Nays*—Aldermen Despres, Rayner, Cousins, Simon, Scholl, McCutcheon, Singer, Hoellen, Sperling—9.

Alderman Holman was excused from voting under the provision of Rule 14.

The following is said resolution as adopted:

WHEREAS, Ralph H. Metcalfe resigned as President Pro Tempore of the City Council, and thus, a vacancy exists in the office of President Pro Tempore of the City Council; therefore,

*Be It Resolved,* That Claude W. B. Holman be, and he is hereby elected as President Pro Tempore of the City Council.

Thereupon Honorable Richard J. Daley, Mayor, appointed Aldermen Keane, Metcalfe and Bohling, as an Honor Committee to escort Alderman Holman to the rostrum.

Alderman Holman now in the Chair.

### Rules of Order of City Council Amended.

On motion of Alderman Sain the City Council took up for consideration the report of the Committee on Committees and Rules, deferred and published on

December 16, 1969, page 6591, recommending that the City Council adopt a proposed resolution amending the Rules of Order of the City Council of the City of Chicago as adopted on April 21, 1967 and amended on April 17, 1969.

On motion of Alderman Sain said proposed resolution was *Adopted,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, Wigoda, Sperling—44.

*Nays*—None.

The following is said resolution as adopted:

*Resolved,* That the Resolution adopted on April 21, 1967 and appearing in the Journal of the Proceedings of the City Council on said date commencing on page 13; and amended on April 17, 1969 and appearing in the Journal of the Proceedings of the City Council on said date, commencing on page 5348, be amended in the following respect:

By inserting in Rule 37 thereof the name of a standing committee of the City Council to be known as the Committee on Environmental Control.

By striking therefrom in paragraph two of Rule 38 the following language: "Aldermen shall be assigned to a maximum of five standing committees", and inserting in lieu thereof the following language: "Aldermen shall be assigned to a maximum of six standing committees".

By inserting in Rule 39 the following language: "The Committee on Environmental Control shall have jurisdiction over all orders, ordinances and resolutions relating to the abatement of air pollution, water pollution and noise."

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### Amendment of Resolution Assigning Aldermen to Membership on Standing Committees.

On motion of Alderman Sain the City Council took up for consideration the report of the Committee on Committees and Rules deferred and published on December 16, 1969, pages 6591 and 6593, recommending that the City Council adopt the proposed resolution transmitted therewith.

On motion of Alderman Sain said proposed resolution was *Adopted,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, Wigoda, Sperling—44.

*Nays*—None.

The following is said resolution as adopted:

*Resolved,* That the Resolution assigning Aldermen, Chairmen, Vice Chairmen and membership of standing committees, adopted April 21, 1967 and appearing in the Journal of the Proceedings of the City Council on said date commencing on Page 19; and amended on April 17, 1969 and appearing in the Journal of the Proceedings of the City Council on said date commencing on Page 5347; be amended in the following respects:

BUILDINGS AND ZONING

By striking therefrom the name and designation Metcalfe (Chairman), and inserting in lieu thereof the name and designation Campbell (Chairman).

CULTURAL AND ECONOMIC DEVELOPMENT

By striking therefrom the name and designation Sande (Chairman), and inserting in lieu thereof the name and designation Fifielski (Chairman).

LICENSE

By striking therefrom the name and designation Collins (Chairman), and inserting in lieu thereof the name and designation Laurino (Chairman).

PORT OF CHICAGO, WHARVES AND BRIDGES

By striking therefrom the name and designation Janousek (Chairman), and inserting in lieu thereof the name and designation Sande (Chairman).

UTILITIES

By striking therefrom the name and designation Campbell (Chairman), and inserting in lieu thereof the name and designation Frost (Chairman).

PLANNING AND HOUSING

By striking therefrom the names Janousek and Holman.

COMMITTEES AND RULES

By striking therefrom the name Janousek.

FEDERAL AND STATE LEGISLATION

By striking therefrom the name Janousek.

LOCAL TRANSPORTATION

By striking therefrom the name Holman.

BUILDINGS AND ZONING

By striking therefrom the name Holman.

COMMITTEE ON ENVIRONMENTAL CONTROL

By inserting the names and designations Bilandic (Chairman), Gabinski (Vice-Chairman), and the names Despres, Buchanan, Burke, Fitzpatrick, Shannon, Frost, Kuta, Singer, Fifielski, Wigoda and Sperling.

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### MAYOR RESUMES CHAIR.

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### *Referred*—PROPOSED AMENDMENT TO RULE 42 OF RULES OF ORDER OF CITY COUNCIL.

Aldermen Despres, Rayner, Cousins, Staszcuk, Simon, McCutcheon, Singer, Hoellen and Sperling presented the following proposed amendment to Rule 42 of the Rules of Order of the City Council, as indicated in Italics as follows:

"Notice of all committee *and subcommittee* meetings shall be in written form to all members of the Council, all other persons who have filed with the committee *or subcommittee* a request for notice of its meetings, all departments of the city government which may be affected by the matters to be considered at the meetings, and to the general public by posting on the bulletin board in the City Council chambers."

*—Referred to the Committee on Committee and Rules.*

—

At this point in the proceedings Alderman Rayner addressed himself to the Chair on a question of personal privilege under Rule 13 of the Council's Rules of Order.

During debate Alderman Despres (on behalf of Alderman Rayner) raised the point of order that Alderman Rayner was entitled, under Rule 13, to pursue his remarks.

The Chair declared the point of order *not well taken.*

Alderman Despres appealed the decision of the Chair.

The Chair then stated the question to be *"Shall the decision of the Chair be sustained?"*. The decision of the Chair was *Sustained,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Marzullo, Zydlo, Sain, Jambrone, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Fifielski, Kerwin, Wigoda—32.

*Nays*—Aldermen Despres, Rayner, Bohling, Simon, McCutcheon, Hoellen, Sperling—7.

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*Referred*—PROPOSED ORDINANCE TO AMEND ANNUAL APPROPRIATION ORDINANCE FOR YEAR 1970.

Alderman Despres presented seven proposed ordinances to amend the Annual Appropriation Ordinance for the year 1970.

Alderman Keane raised a point of order for the reason that under Rule 43 all new business must be referred, without debate, to committee unless the rules are suspended temporarily to permit consideration of and action thereon.

The Chair declared the point of order *well-taken.*

Alderman Despres Appealed the ruling of the Chair.

The Chair declared the question to be *"Shall the decision of the Chair be sustained?"*. The decision of the Chair was *Sustained.*

Alderman Despres moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon *each* of said proposed ordinances. The motion was *Lost.*

Alderman Keane moved to *Refer each of said proposed ordinances to the Committee on Finance.* The motion *Prevailed.*

The following are said proposed ordinances:

Be It Ordained by the City Council of the City of Chicago:

Section 1. The Annual Appropriation Ordinance for the year 1970 is amended as follows:

Under Mayor's office—Budgetary Division—Personnel Utilization Studies, 100—Corporate Fund, the following words and figures are stricken:

| | | | | |
|---|---|---|---|---|
| At page 68 | | For Contractual Services .. | | $ 69,460. |
| At page 69 | 1133 | Field Analyst. | 3 | $ 10,560. |
| At page 69 | | ............. | 12 | $124,367. |

and the following words and figures are inserted in their place:

| | | | |
|---|---|---|---|
| At page 68<br>1140.149 | For Preparation of Performance and Program Budget for 1971 ........ | | $ 31,680. |
| At page 69 | .................. | 9 | $ 82,687. |
| At page 69 | For Contractual Services ........ | | $101,140. |

Section 2. This ordinance shall take effect upon passage and due publication.

Be It Ordained by the City Council of the City of Chicago:

Section 1. The Annual Appropriation Ordinance for the year 1970 is amended as follows:

At page 127, under Civil Service Commission, 100—Corporate Fund, the following words and figures are stricken:

| | | |
|---|---|---|
| 1710.149 | Other Professional and Technical Services ............. | $7,500. |

and the following words and figures are inserted in their place:

| | | |
|---|---|---|
| 1710.149 | Other Professional and Technical Services ............. | $2,500. |
| 1710.149 | Study to Determine Why the Number and Proportion of Temporary Appointees in City Employment Increase from Year to Year......... | $5,000. |

Section 2. This ordinance shall take effect upon passage and due publication.

Be It Ordained by the City Council of the City of Chicago:

Section 1. The Annual Appropriation Ordinance for the year 1970 is amended as follows:

At page 228 thereof under Fire Department 100—Corporate Fund, the words and figures:

| | | |
|---|---|---|
| 4210.16 | Repair or Maintenance of Property ................. | $70,000. |

are stricken and the following words and figures are inserted in their place:

| | | |
|---|---|---|
| 4210.16 | Repair or Maintenance of Property ................. | $30,000. |
| 4210.149 | Management Survey of Operations of Department. | $40,000. |

Section 2. This ordinance shall take effect upon passage and due publication.

Be It Ordained by the City Council of the City of Chicago:

Section 1. The Annual Appropriation Ordinance for the year 1970 is amended as follows:

At page 519, under No. 11 Municipal Hotel Operators' Occupation Tax Fund—355, Department of Finance—General, the following words and figures are stricken:

| | | |
|---|---|---|
| *1525.801 | For the promotion of tourism, conventions and other special events, to be expended under the direction of the Mayor. | $1,029,000. |

and the following words and figures are inserted:

*1525.801 For the promotion of tourism, conventions and other special events, to be expended under the direction of the Mayor and the City Council..$1,029,000.

Section 2. This ordinance shall take effect upon passage and due publication.

Be It Ordained by the City Council of the City of Chicago:

Section 1. The Annual Appropriation Ordinance for the year 1970 is amended as follows:

At page 521, under Community Development Bonds—1966—429, General Obligation Bond Funds, the following words and figures are stricken:

*1320.806 To be expended under the direction of the Department of Development and Planning ..............$200,000.

and the following words and figures are inserted:

1320.806 To be expended under the direction of the City Council ...............$200,000.

Section 2. This ordinance shall take effect upon passage and due publication.

Be It Ordained by the City Council of the City of Chicago:

Section 1. The Annual Appropriation Ordinance for the year 1970 is amended as follows:

At page 1, the following section, to be known as Section 8, is added:

No funds shall be appropriated, directly or indirectly, for the preparation, mounting, care, or maintenance of any sectarian religious display.

Section 2. This ordinance shall take effect upon passage and due publication.

Be It Ordained by the City Council of the City of Chicago:

Section 1. The Annual Appropriation Ordinance for the year 1970 is amended as follows:

Under Department of Environmental Control, 100—Corporate Fund, the following words and figures are stricken:

At Page 263:

4610.801 For employment of technicians, scientists, consultants, environmental analysts, meteorologists, statisticians, inspectors, chemists, sanitarians, professional engineers and other professional services which may be required .............$ 500,000.

At Page 265:

.6755 Automobile allowance-schedule rate ..........$ 14,000.

At Page 262: .....................$ 150,450.

At Page 263: .....................$1,927,940.

At Page 264:

.2001 Environmental Control Inspector 2 ...........$ 7,500.

and the following words and figures are inserted:

At Page 263:

4610.801 For employment of technicians, scientists, consultants, environmental analysts, meteorologists, statisticians, inspectors, chemists, sanitarians, professional engineers and other professional services which may be required ..............$ 50,000.

At Page 262:

4610.148 For testing of air for carbon monoxide, lead, and hydrocarbon oxidants ..$ 50,000.

At Page 262: .....................$ 200,450.

At Page 263: .....................$1,527,940.

At Page 264:

.2001 Environmental Pollution Control Inspector I 52 $7,500.....$ 390,000.

At Page 264: 104 $ 951,173.

At Page 265:

.6755 Automobile allowance-schedule rate .........$ 39,000.

Section 2. This ordinance shall take effect upon passage and due publication.

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Alderman Despres and Alderman Rayner presented the following proposed ordinance:

Be It Ordained by the City Council of the City of Chicago:

Section 1. The Annual Appropriation Ordinance for the year 1970 is amended as follows:

At Page 1, the following section, to be known as Section 8, is added:

No funds appropriated by this ordinance shall be used, authorized or spent, directly or indirectly, for the furnishing of patrolmen, detectives, or other police personnel for the staff of the State's Attorney of Cook County.

Section 2. This ordinance shall take effect upon passage and due publication.

Alderman Despres moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed ordinance. The motion was *Lost.*

Alderman Keane moved to *Refer said proposed ordinance to the Committee on Finance.* The motion *Prevailed.*

---

Alderman Simon presented the following proposed ordinance:

Be It Hereby Ordained by the City Council of the City of Chicago:

Section 1. The Annual Appropriation Ordinance of the City of Chicago for the year 1970, as passed by the City Council of the City of Chicago on December 16, 1969, is hereby amended by deleting therefrom, in the Journal of Proceedings of the City Council of December 16, 1969, on page 6638, under "Mayor's Committee for Economic and Cultural Development", the following:

| *Code* | *Position* | *No.* | *Rate* |
|---|---|---|---|
| 9739 | Executive Director, Economic and Cultural Development Committee .............. | 1 | $24,500. |

and by inserting in lieu thereof the following:

| Code | Position | No. | Rate |
|---|---|---|---|
| 9739 | Executive Director, Economic and Cultural Development Committee .............. | 1 | $23,000. |

Section 2. This ordinance shall take effect immediately upon its passage and due publication.

Alderman Simon moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed ordinance. The motion was *Lost.*

Alderman Keane moved to *Refer said proposed ordinance to the Committee on Finance.* The motion *Prevailed.*

Thereupon Alderman Simon moved to *Reconsider* the vote by which the Annual Appropriation Ordinance for 1970 was passed.

Alderman Keane moved to *Lay the Motion to Reconsider on the Table.* The motion to Lay on the Table *Prevailed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Kuta, Collins, Marzullo, Sain, Jambrone, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Fifielski, Kerwin, Wigoda —33.

*Nays*—Aldermen Despres, Rayner, Bohling, Cousins, Simon, Scholl, Singer, Hoellen, Sperling—9.

### Execution of Renewal of Lease Agreement Authorized with 800 North Clark St. Building for Dept. of Human Resources.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on December 16, 1969, pages 6588 and 6589, recommending that the City Council pass a proposed ordinance transmitted with the committee's report to authorize a renewal of a lease agreement with 800 North Clark Street Building for suites 623-625 for the Department of Human Resources, Division of Youth Services.

On motion of Alderman Keane said proposed ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Kuta, Collins, Marzullo, Sain, Jambrone, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Fifielski, Kerwin, Hoellen, Wigoda, Sperling—42.

*Nays*—None.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from 800 North Clark Street Building, for Suites 623-625 located on sixth floor of 800 North Clark Street Building, approximately 865 square feet, for Department of Human Resources, Division of Youth Services. Such lease to be approved by the Director of the Department of Human Resources, and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on page 7239 of this Journal]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### Execution of Renewal of Lease Agreement Authorized with Seymour Gagerman for Infant Welfare Station.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on December 16, 1969, pages 6588 and 6590, recommending that the City Council pass a proposed ordinance transmitted with the committee's report to authorize a renewal of a lease agreement with Seymour Gagerman for one-story building at Nos. 4348-4350 W. 16th Street for Infant Welfare Station.

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Kuta, Collins, Marzullo, Sain, Jambrone, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Fifielski, Kerwin, Hoellen, Wigoda, Sperling—42.

*Nays*—None.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from Seymour Gagerman, for one-story brick building at Nos. 4348-4350 W. 16th Street, approximately 2,550 square feet, for use as an Infant Welfare Station; such lease to be approved by the Acting Commissioner of the Board of Health, and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on page 7240 of this Journal]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### Execution of Renewal of Lease Agreement Authorized with McKey & Poague, Inc. for Infant Welfare Station.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on December 16, 1969, pages 6588, 6591-6592, recommending that the City Council pass a proposed ordinance transmitted with the committee's report to authorize a renewal of

(Continued on page 7241)

**This Agreement,** Made this day of

A. D. 19 , between 800 North Clark Street Building

, as Lessor ,

and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

**Witnesseth:** That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit:

Suites 623-625 located on sixth floor of 800 North Clark Street Building, approximately 865 square feet, for Department of Human Resources, Division of Youth Services.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of February A. D. 19 70/or date of occupation and ending on the 31st day of January A. D. 1972. Lessee has the right to terminate this lease upon thirty days prior written notice

, ~~and the right to renew this lease for a further period of~~

~~on the same terms and rental by giving to the Lessor in either case days' written notice of its election so to do.~~

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at , Mr. R. Bowen, Mgr., 800 North Clark St. Bldg. or at such other place as the Lessor from time to time in writing may appoint.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of Two Hundred and no/100------------------------------ ($200.00 ) Dollars per month, payable in advance on the first day of each calendar month ~~at~~ by the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at their own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

Lessor shall furnish heat, Janitor services, and decorating when necessary.

Lessee shall pay for the electricity for the premises occupied.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor , and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor , excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

**In Witness Whereof,** this lease is signed by or on behalf of the parties hereto the day and year first above written.

**[Signature forms omitted]**

**This Agreement,** Made this ............ day of ............

A. D. 19 , between Seymour Gagerman ............

............, as Lessor ,

and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

**Witnesseth:** That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: ............

One-story brick building at 4348-4350 W. 16th Street, approximately 2,550 square feet,

for use as an Infant Welfare Station.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of February A. D. 19 70, and ending on the 31st day of January A. D. 1972 . Lessee has the right to terminate this lease upon thirty days prior notice.

............ ~~and the right to renew this lease for a further period of~~

~~on the same terms and, by giving the Lessor, in writing at least days' written notice of its election so to do~~

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at 3938 W. Madison Street, Chicago, Illinois 60624 ............or at such other place as the Lessor from time to time in writing may appoint.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of Four Hundred Sixty and no/100------------------------($460.00 ............) Dollars per month, payable in advance on the first day of each calendar month ~~at~~ by the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor ............

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at ............ own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

Lessor agrees to maintain heating equipment and furnish fuel for heating and hot water.

Lessor agrees to decorate at choice of Lessee.

Lessor agrees to maintain air-conditioning unit.

Lessee agrees to furnish plate glass insurance at own expense.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor , and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor , excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

**In Witness Whereof,** this lease is signed by or on behalf of the parties hereto the day and year first above written.

[Signature forms omitted]

(Continued from page 7238)

a lease agreement with McKey & Poague, Inc. for space at No. 437 W. 119th Street for Infant Welfare Station.

On motion of Alderman Keane the said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Kuta, Collins, Marzullo, Sain, Jambrone, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Fifielski, Kerwin, Hoellen, Wigoda, Sperling—42.

*Nays*—None.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from McKey & Poague, Inc., Agents for the Pullman Trust and Savings Bank, Trust No. 2930, for a store on the ground floor. The front 25 feet of the store is 12 feet in width, the rear 28.5 feet is 17 feet in width, plus the front bulkhead which is 8 feet by 5 feet, for a total of approximately 825 square feet, in building at No. 437 W. 119th Street, for use as an Infant Welfare Station, Department of Board of Health; such lease to be approved by the Acting Commissioner of the Board of Health, and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on page 7242 of this Journal]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

# MISCELLANEOUS BUSINESS.

### COMMISSIONER JARDINE FAMILY. ALDERMAN WIGODA COMMENDS

Alderman Wigoda stated that he wanted to pay tribute to a fine Chicago family, that of Commissioner Jardine. He spoke of Jim Jardine, as being a fine family man in his community, his daughter Margie and her fine family; Leonard Jardine his son, head coach of Brown University and John Jardine who had been appointed head coach at Wisconsin University, which was indeed a high honor at the age of thirty-four. He added that he thought recognition should be taken of the accomplishments of Commissioner Jardine's family.

Alderman Wigoda's remarks were greeted with warm applause.

Thereupon the Mayor called upon Commissioner Jardine to say a few words, stating that the Commissioner was doing a great job for the City of Chicago.

Commissioner Jardine in addressing the Council stated that he wanted to thank the Mayor and the members of the City Council, particularly Alderman Wigoda for his kind remarks. He said that the Lord had been good to the Jardines, that at this time of the year we count all our blessings, and that he considered the fine relations he enjoyed with the members of the Council to be one of those blessings. He concluded by saying that he was proud to be a member of the team and proud to be a Chicagoan.

### COMMENDATION EXTENDED TO MEMBERS OF CITY COUNCIL AND OTHERS UPON PASSAGE OF ANNUAL APPROPRIATION ORDINANCE FOR YEAR 1970.

Honorable Richard J. Daley, Mayor, expressed his gratitude and thanks to Alderman Keane, personally, for the manner in which he used his talent, integrity and patience to produce and pass the Annual Appropriation Ordinance. The Mayor also expressed thanks to the members of the City Council, collectively for their work and effort on the Annual Appropriation Ordinance and wished all the members and their families a Merry Christmas and a Happy New Year.

The members of the council in turn extended their wishes for a Merry Christmas and a Happy New Year to the Mayor, Mrs. Daley and his family.

**This Agreement,** Made this .......... day of ..........

A. D. 19 •, between McKey & Poague, Inc., Agents for The Pullman Trust and Savings Bank, Trust No. 2930, as Lessor, and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

**Witnesseth:** That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: A store on the ground floor. The front 25 feet of the store is 12 feet in width, the rear 28.5 feet is 17 feet in width, plus the front bulkhead which is 8 feet by 5 feet for a total of approximately 825 square feet, in building at No. 437 W. 119th Street, for use as an Infant Welfare Station, Department of Board of Health.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of January A. D. 19 70, and ending on the 31st day of December A. D. 19 72. Lessee has the right to terminate this lease upon thirty days prior written notice

~~and the right to extend this lease for a further period of~~

~~on the same terms and by giving to the Lessor in either days written notice of its election so to do~~

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at 1750 East 71st Street, Chicago, Illinois 60649 or at such other place as the Lessor from time to time in writing may appoint.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of One Hundred Fifteen and no/100----------------------($ 115.00) Dollars per month, payable in advance on the first day of each calendar month at the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at their own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

Lessor agrees to furnish heat and hot water, and decorate.

Lessee agrees to furnish plate glass insurance at its own expense.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written.

[Signature forms omitted]

### Time Fixed for Next Succeeding Regular Meeting.

By unanimous consent Alderman Keane thereupon presented a proposed ordinance which reads as follows:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the next succeeding regular meeting of the City Council of the City of Chicago to be held after the regular meeting held on Tuesday, the twenty-third (23rd) day of December, 1969, at 10:00 A.M., be and the same is hereby fixed to be held on Tuesday, the thirtieth (30th) day of December, 1969, at 10:00 A.M., in the Council Chamber in the City Hall.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

**On motion of Alderman Keane the said proposed ordinance was *Passed,* by yeas and nays as follows:**

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Kuta, Collins, Marzullo, Sain, Jambrone, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, Singer, Fifielski, Kerwin, Hoellen, Wigoda, Sperling—42.

*Nays*—None.

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### ADJOURNMENT.

Thereupon Alderman Burke moved that the City Council do *Adjourn.* The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Tuesday, December 30, 1969, at 10:00 A.M., in the Council Chamber in the City Hall.

John C Marcin

JOHN C. MARCIN,
*City Clerk.*

*(Published by Authority of the City Council of the City of Chicago)*

COPY

# JOURNAL *of the* PROCEEDINGS

OF THE

# CITY COUNCIL

OF THE

# CITY OF CHICAGO, ILLINOIS

## Regular Meeting—Tuesday, December 30, 1969

**at 10:00 A.M.**

*(Council Chamber—City Hall—Chicago, Illinois)*

## OFFICIAL RECORD.

### Attendance at Meeting.

*Present*—Honorable Richard J. Daley, Mayor, and Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Kuta, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, Wigoda, Sperling.

*Absent*—Aldermen Frost, Collins, Fried, O'Rourke.

### Call to Order.

On Tuesday, December 30, 1969, at 10:00 A.M. (the day and hour appointed for the meeting) Honorable Richard J. Daley, Mayor, called the City Council to order. The Clerk called the roll of members and it was found that there were present at that time: Aldermen Roti, Hubbard, Holman, Despres, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, Wigoda—40.

Quorum present.

On motion of Alderman Hoellen it was ordered noted in the record that Alderman O'Rourke was out of the City due to illness in his family.

### Invocation.

Rev. James F. Cunningham, C.S.P., Pastor, Old St. Mary R. C. Church, opened the meeting with prayer.

### JOURNAL (December 23, 1969).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on Tuesday, December 23, 1969, at 10:00 A.M., signed by him as such City Clerk.

Alderman Hines moved to *Approve* said printed Official Journal and to dispense with the reading thereof. The question being put, the motion *Prevailed.*

# REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

### *Referred*—MAYOR'S APPOINTMENT OF MRS. BARBARA FISKE AND JAMES ZARTMAN AS MEMBERS OF MAYOR'S COMMISSION ON HUMAN RELATIONS.

Honorable Richard J. Daley, Mayor, submitted the following communication, which was, at the request of two aldermen present (under the provisions of Council Rule 45) *Referred to the Committee on Finance:*

OFFICE OF THE MAYOR
CITY OF CHICAGO
December 30, 1969.

*To the Honorable, the City Council of the City of Chicago:*

GENTLEMEN—I appoint Mrs. Barbara Fiske and Mr. James Zartman as members of the Mayor's Commission on Human Relations and respectfully request your approval of these appointments.

Very truly yours,
(Signed) RICHARD J. DALEY,
*Mayor.*

### Ordinances Approved Amending Section 4 of Ordinances Authorizing Issuance and Sale of General Obligation Bonds for Specified Purposes.

Honorable Richard J. Daley, Mayor, submitted the following communication:

OFFICE OF THE MAYOR
CITY OF CHICAGO
December 30, 1969.

*To the Honorable, the City Council of the City of Chicago:*

GENTLEMEN—At the request of the City Comptroller, I transmit herewith for your consideration proposed ordinances amending Section 4 of previous ordinances authorizing the issuance of City of Chicago General Obligation 5% Bonds. The proposal seeks to authorize the City Comptroller to sell these bonds without further approval of the City Council, provided the effective interest rate will not exceed 7% per annum.

The ordinances have been approved by the Corporation Counsel and the Bond Counsel Chapman and Cutler. If adopted, it is hoped that the City will be able thereby to take advantage of a favorable market and act quickly to market the remainder of the City's bonds.

In order to provide the Comptroller with the greatest flexibility in marketing the remaining General Obligation Bonds, I would ask for Council approval at the earliest possible time.

Your favorable consideration is requested.

Very truly yours,
(Signed) RICHARD J. DALEY,
*Mayor.*

Alderman Keane moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon each of the said proposed ordinances submitted with the foregoing communication. The motion *Prevailed.*

On separate motions made by Alderman Keane *each* of the said proposed ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Kuta, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Wigoda—41.

*Nays*—None.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

Said ordinances as passed read respectively as follows:

AN ORDINANCE

Amending Section 4 of "An Ordinance authorizing the issue of $5,500,000 Electric Lighting System Bonds of the City of Chicago and providing for the levy of taxes for the payment thereof".

WHEREAS, On the 15th day of November, 1967, the City Council of the City of Chicago adopted an ordinance authorizing the issue of $5,500,000 Electric Lighting System Bonds of said City and providing for the levy of taxes to pay the same; and

WHEREAS, In and by Section 4 of said ordinance the City Comptroller was authorized to advertise for proposals for the purchase of said bonds and that the advertisement should provide that the bonds offered for sale shall bear interest not to exceed the rate set forth in the ordinance, and that the bonds so offered would be awarded by the City Comptroller to the purchaser offering to purchase the bonds at the lowest net interest cost to the City, provided that the acceptable bidder shall offer to pay not less than par and accrued interest for the bonds; and

WHEREAS, The ordinance authorizing the issuance of said bonds provided that the bonds bear interest at the maximum rate of five per cent (5%) per annum, which was the maximum rate of interest authorized for said bonds at the election held when a majority of the electors voting on the question approved such bonds; and

WHEREAS, Money market conditions throughout the United States have materially changed since such election was held, interest rates having increased upon all types of securities, even to the extent of affecting the millions of dollars of outstanding United States Government Bonds, and drastically decreasing the market value of millions of dollars of bonds of municipalities that have been voted bearing a fixed maximum rate of interest; and

WHEREAS, The City Comptroller has found that bids cannot be received for the sale of the bonds authorized by said ordinance and that the sale of said bonds at par at this time is impossible; and

WHEREAS, The City Comptroller proposes to give extensive publicity to the sale of said bonds and publish notice in the Chicago Today, a newspaper published and having a general circulation in the City of Chicago, and in The Bond Buyer, a financial newspaper published in the City of New York, New York, at least three (3) days prior to receiving bids so as to determine the market value of the bonds, and to accept the best bid for said bonds whether such bid is at par or at a discount; and

WHEREAS, The work is in progress for which said bonds were authorized and it is imperative that the bonds be sold from time to time in order to produce the funds necessary to carry on such work; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That Section 4 of an ordinance entitled "An Ordinance authorizing the issue of $5,500,000 Electric Lighting System Bonds of the City of Chicago and providing for the levy of taxes for the payment thereof", adopted by the City Council of the City of Chicago on the 15th day of November, 1967, be and is hereby amended to read as follows:

> Section 4. The bonds hereby authorized shall be executed as herein provided and thereupon shall be deposited for safekeeping under the direction and control of the City Comptroller and shall be sold and delivered by the City Comptroller as the proceeds are needed for the purpose for which the bonds are authorized.
>
> The City Comptroller shall advertise for proposals to purchase said bonds; such advertisement shall be published once in the Chicago Today, being a newspaper having a general circulation in the City of Chicago, and once in The Bond Buyer, a financial newspaper published in the City of New York, such publication to be made at least three (3) days prior to the date when bids for the purchase of said bonds will be opened.
>
> The advertisement for proposals shall recite that the bonds so offered will be awarded by the City Comptroller to the successful bidder offering to purchase such bonds at the lowest aggregate interest cost to the City, computed to the fixed maturities of the bonds, not to exceed, however, an interest cost of seven per cent (7%) for each maturity.
>
> If a satisfactory bid is received by the City Comptroller at an aggregate interest cost to the City computed to the fixed maturity of the bonds of not to exceed the effective interest cost of seven per cent (7%) for each maturity, the City Comptroller be and is hereby authorized and directed to deliver said bonds to the successful purchaser upon receipt of the purchase price therefor in accordance with the acceptable bid awarded by the City Comptroller for the purchase of said bonds, anything to the contrary notwithstanding in any of the provisions of the Code of the City of Chicago.
>
> If any or all of the bonds are sold bearing a rate of interest of less than five per cent (5%) per annum, the City Council shall adopt an ordinance which shall set out the amount of taxes to be extended and collected so as to produce in each of such years sufficient money for the payment of interest upon such bonds at such lesser interest rate as the same becomes due. Said ordinance shall direct the County Clerk of Cook County to reduce and abate the amount of taxes hereby levied for the payment of interest upon the bonds so sold so that the amounts to be extended and collected in each of said years for payment of interest thereon will equal the amount of such interest computed at the rate of interest less than five per cent (5%) borne by the bonds that were sold and delivered.
>
> A certified copy of said ordinance shall be filed in the office of the County Clerk of Cook County, which shall constitute direction and authority for such reduction and abatement of taxes so levied for payment of interest on such bonds.

SECTION 2. That this ordinance shall be published within ten days after adoption and shall be in force upon its adoption and publication as by law provided.

### AN ORDINANCE

Amending Section 4 of "An Ordinance authorizing the issue of $8,000,000 Garbage and Refuse Disposal Bonds of the City of Chicago and providing for the levy of taxes for the payment thereof".

WHEREAS, On the 15th day of November, 1967, the City Council of the City of Chicago adopted an ordinance authorizing the issue of $8,000,000 Garbage and Refuse Disposal Bonds of said City and providing for the levy of taxes to pay the same; and

WHEREAS, In and by Section 4 of said ordinance the City Comptroller was authorized to advertise for proposals for the purchase of said bonds and that the advertisement should provide that the bonds offered for sale shall bear interest not to exceed the rate set forth in the ordinance, and that the bonds so offered would be awarded by the City Comptroller to the purchaser offering to purchase the bonds at the lowest net interest cost to the City, provided that the acceptable bidder shall offer to pay not less than par and accrued interest for the bonds; and

WHEREAS, The ordinance authorizing the issuance of said bonds provided that the bonds bear interest at the maximum rate of five per cent (5%) per annum, which was the maximum rate of interest authorized for said bonds at the election held when a majority of the electors voting on the question approved such bonds; and

WHEREAS, Money market conditions throughout the United States have materially changed since such election was held, interest rates having increased upon all types of securities, even to the extent of affecting the millions of dollars of outstanding United States Government Bonds, and drastically decreasing the market value of millions of dollars of bonds of municipalities that have been voted bearing a fixed maximum rate of interest; and

WHEREAS, The City Comptroller has found that bids cannot be received for the sale of the bonds authorized by said ordinance and that the sale of said bonds at par at this time is impossible; and

WHEREAS, The City Comptroller proposes to give extensive publicity to the sale of said bonds and publish notice in the Chicago Today, a newspaper published and having a general circulation in the City of Chicago, and in The Bond Buyer, a financial newspaper published in the City of New York, New York, at least three (3) days prior to receiving bids so as to determine the market value of the bonds, and to accept the best bid for said bonds whether such bid is at par or at a discount; and

WHEREAS, The work is in progress for which said bonds were authorized and it is imperative that the bonds be sold from time to time in order to produce the funds necessary to carry on such work; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That Section 4 of an ordinance entitled "An Ordinance authorizing the issue of $8,000,000 Garbage and Refuse Disposal Bonds of the City of Chicago and providing for the levy of taxes for the payment thereof", adopted by the City Council of the City of Chicago on the 15th day of November, 1967, be and is hereby amended to read as follows:

> Section 4. The bonds hereby authorized shall be executed as herein provided and thereupon shall be deposited for safekeeping under the direction and control of the City Comptroller and shall be sold and delivered by the City Comptroller as the proceeds are needed for the purpose for which the bonds are authorized.
>
> The City Comptroller shall advertise for proposals to purchase said bonds; such advertisement shall be published once in the Chicago Today, being a newspaper having a general circulation in the City of Chicago, and once in The Bond Buyer, a financial newspaper published in the City of New York, such publication to be made at least three (3) days prior to the date when bids for the purchase of said bonds will be opened.
>
> The advertisement for proposals shall recite that the bonds so offered will be awarded by the City Comptroller to the successful bidder offering to purchase such bonds at the lowest aggregate interest cost to the City, computed to the fixed maturities of the bonds, not to exceed, however, an interest cost of seven per cent (7%) for each maturity.
>
> If a satisfactory bid is received by the City Comptroller at an aggregate interest cost to the City computed to the fixed maturity of the bonds of not to exceed the effective interest cost of seven per cent (7%) for each maturity, the City Comptroller be and is hereby authorized and directed to deliver said bonds to the successful purchaser upon receipt of the purchase price therefor in accordance with the acceptable bid awarded by the City Comptroller for the purchase of said bonds, anything to the contrary notwithstanding in any of the provisions of the Code of the City of Chicago.
>
> If any or all of the bonds are sold bearing a rate of interest of less than five per cent (5%) per annum, the City Council shall adopt an ordinance which shall set out the amount of taxes to be extended and collected so as to produce in each of such years sufficient money for the payment of interest upon such bonds at such lesser interest rate as the same becomes due. Said ordinance shall direct the County Clerk of Cook County to reduce and abate the amount of taxes hereby levied for the payment of interest upon the bonds so sold so that the amounts to be extended and collected in each of said years for payment of interest thereon will equal the amount of such interest computed at the rate of interest less than five per cent (5%) borne by the bonds that were sold and delivered.
>
> A certified copy of said ordinance shall be filed in the office of the County Clerk of Cook County, which shall constitute direction and authority for such reduction and abatement of taxes so levied for payment of interest on such bonds.

SECTION 2. That this ordinance shall be published within ten days after adoption and shall be in force upon its adoption and publication as by law provided.

AN ORDINANCE

Amending Section 4 of "An Ordinance authorizing the issue of $7,000,000 Garbage and Refuse Disposal Bonds of the City of Chicago and providing for the levy of taxes for the payment thereof".

WHEREAS, On the 28th day of November, 1966, the City Council of the City of Chicago adopted an ordinance authorizing the issue of $7,000,000 Garbage and Refuse Disposal Bonds of said City and providing for the levy of taxes to pay the same; and

WHEREAS, In and by Section 4 of said ordinance the City Comptroller was authorized to advertise for proposals for the purchase of said bonds and that the advertisement should provide that the bonds offered for sale shall bear interest not to exceed the rate set forth in the ordinance, and that the bonds so offered would be awarded by the City Comptroller to the purchaser offering to purchase the bonds at the lowest net interest cost to the City, provided that the acceptable bidder shall offer to pay not less than par and accrued interest for the bonds; and

WHEREAS, The ordinance authorizing the issuance of said bonds provided that the bonds bear interest at the maximum rate of five per cent (5%) per annum, which was the maximum rate of interest authorized for said bonds at the election held when a majority of the electors voting on the question approved such bonds; and

WHEREAS, Money market conditions throughout the United States have materially changed since such election was held, interest rates having increased upon all types of securities, even to the extent of affecting the millions of dollars of outstanding United States Government Bonds, and drastically decreasing the market value of millions of dollars of bonds of municipalities that have been voted bearing a fixed maximum rate of interest; and

WHEREAS, The City Comptroller has found that bids cannot be received for the sale of the bonds authorized by said ordinance and that the sale of said bonds at par at this time is impossible; and

WHEREAS, The City Comptroller proposes to give extensive publicity to the sale of said bonds and publish notice in the Chicago Today, a newspaper published and having a general circulation in the City of Chicago, and in The Bond Buyer, a financial newspaper published in the City of New York, New York, at least three (3) days prior to receiving bids so as to determine the market value of the bonds, and to accept the best bid for said bonds whether such bid is at par or at a discount; and

WHEREAS, The work is in progress for which said bonds were authorized and it is imperative that the bonds be sold from time to time in order to produce the funds necessary to carry on such work; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That Section 4 of an ordinance entitled "An Ordinance authorizing the issue of $7,000,000 Garbage and Refuse Disposal Bonds of the City of Chicago and providing for the levy of taxes for the payment thereof", adopted by the City Council of the City of Chicago on the 28th day of November, 1966, be and is hereby amended to read as follows:

> Section 4. The bonds hereby authorized shall be executed as herein provided and thereupon shall be deposited for safekeeping under the

direction and control of the City Comptroller and shall be sold and delivered by the City Comptroller as the proceeds are needed for the purpose for which the bonds are authorized.

The City Comptroller shall advertise for proposals to purchase said bonds; such advertisement shall be published once in the Chicago Today, being a newspaper having a general circulation in the City of Chicago, and once in The Bond Buyer, a financial newspaper published in the City of New York, such publication to be made at least three (3) days prior to the date when bids for the purchase of said bonds will be opened.

The advertisement for proposals shall recite that the bonds so offered will be awarded by the City Comptroller to the successful bidder offering to purchase such bonds at the lowest aggregate interest cost to the City, computed to the fixed maturities of the bonds, not to exceed, however, an interest cost of seven per cent (7%) for each maturity.

If a satisfactory bid is received by the City Comptroller at an aggregate interest cost to the City computed to the fixed maturity of the bonds of not to exceed the effective interest cost of seven per cent (7%) for each maturity, the City Comptroller be and is hereby authorized and directed to deliver said bonds to the successful purchaser upon receipt of the purchase price therefor in accordance with the acceptable bid awarded by the City Comptroller for the purchase of said bonds, anything to the contrary notwithstanding in any of the provisions of the Code of the City of Chicago.

If any or all of the bonds are sold bearing a rate of interest of less than five per cent (5%) per annum, the City Council shall adopt an ordinance which shall set out the amount of taxes to be extended and collected so as to produce in each of such years sufficient money for the payment of interest upon such bonds at such lesser interest rate as the same becomes due. Said ordinance shall direct the County Clerk of Cook County to reduce and abate the amount of taxes hereby levied for the payment of interest upon the bonds so sold so that the amounts to be extended and collected in each of said years for payment of interest thereon will equal the amount of such interest computed at the rate of interest less than five per cent (5%) borne by the bonds that were sold and delivered.

A certified copy of said ordinance shall be filed in the office of the County Clerk of Cook County, which shall constitute direction and authority for such reduction and abatement of taxes so levied for payment of interest on such bonds.

SECTION 2. That this ordinance shall be published within ten days after adoption and shall be in force upon its adoption and publication as by law provided.

### AN ORDINANCE

Amending Section 4 of "An Ordinance authorizing the issue of $21,000,000 Municipal Building Bonds of the City of Chicago and providing for the levy of taxes for the payment thereof".

WHEREAS, On the 15th day of November, 1967, the City Council of the City of Chicago adopted an ordinance authorizing the issue of $21,000,000 Municipal Building Bonds of said City and providing for the levy of taxes to pay the same; and

WHEREAS, In and by Section 4 of said ordinance the City Comptroller was authorized to advertise for proposals for the purchase of said bonds and that the advertisement should provide that the bonds offered for sale shall bear interest not to exceed the rate set forth in the ordinance, and that the bonds so offered would be awarded by the City Comptroller to the purchaser offering to purchase the bonds at the lowest net interest cost to the City, provided that the acceptable bidder shall offer to pay not less than par and accrued interest for the bonds; and

WHEREAS, The ordinance authorizing the issuance of said bonds provided that the bonds bear interest at the maximum rate of five per cent (5%) per annum, which was the maximum rate of interest authorized for said bonds at the election held when a majority of the electors voting on the question approved such bonds; and

WHEREAS, Money market conditions throughout the United States have materially changed since such election was held, interest rates having increased upon all types of securities, even to the extent of affecting the millions of dollars of outstanding United States Government Bonds, and drastically decreasing the market value of millions of dollars of bonds of municipalities that have been voted bearing a fixed maximum rate of interest; and

WHEREAS, The City Comptroller has found that bids cannot be received for the sale of the bonds authorized by said ordinance and that the sale of said bonds at par at this time is impossible; and

WHEREAS, The City Comptroller proposes to give extensive publicity to the sale of said bonds and publish notice in the Chicago Today, a newspaper published and having a general circulation in the City of Chicago, and in The Bond Buyer, a financial newspaper published in the City of New York, New York, at least three (3) days prior to receiving bids so as to determine the market value of the bonds, and to accept the best bid for said bonds whether such bid is at par or at a discount; and

WHEREAS, The work is in progress for which said bonds were authorized and it is imperative that the bonds be sold from time to time in order to produce the funds necessary to carry on such work; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That Section 4 of an ordinance entitled "An Ordinance authorizing the issue of $21,000,000 Municipal Building Bonds of the City of Chicago and providing for the levy of taxes for the payment thereof", adopted by the City Council of the City of Chicago on the 15th day of November, 1967, be and is hereby amended to read as follows:

> Section 4. The bonds hereby authorized shall be executed as herein provided and thereupon shall be deposited for safekeeping under the direction and control of the City Comptroller and shall be sold and delivered by the City Comptroller as the proceeds are needed for the purpose for which the bonds are authorized.
>
> The City Comptroller shall advertise for proposals to purchase said bonds; such advertisement shall be published once in the Chicago Today, being a newspaper having a general circulation in the City of Chicago, and once in The Bond Buyer, a financial newspaper published in the City of New York, such publication to be made at least three (3) days prior to the date when bids for the purchase of said bonds will be opened.
>
> The advertisement for proposals shall recite that the bonds so offered will be awarded by

the City Comptroller to the successful bidder offering to purchase such bonds at the lowest aggregate interest cost to the City, computed to the fixed maturities of the bonds, not to exceed, however, an interest cost of seven per cent (7%) for each maturity.

If a satisfactory bid is received by the City Comptroller at an aggregate interest cost to the City computed to the fixed maturity of the bonds of not to exceed the effective interest cost of seven per cent (7%) for each maturity, the City Comptroller be and is hereby authorized and directed to deliver said bonds to the successful purchaser upon receipt of the purchase price therefor in accordance with the acceptable bid awarded by the City Comptroller for the purchase of said bonds, anything to the contrary notwithstanding in any of the provisions of the Code of the City of Chicago.

If any or all of the bonds are sold bearing a rate of interest of less than five per cent (5%) per annum, the City Council shall adopt an ordinance which shall set out the amount of taxes to be extended and collected so as to produce in each of such years sufficient money for the payment of interest upon such bonds at such lesser interest rate as the same becomes due. Said ordinance shall direct the County Clerk of Cook County to reduce and abate the amount of taxes hereby levied for the payment of interest upon the bonds so sold so that the amounts to be extended and collected in each of said years for payment of interest thereon will equal the amount of such interest computed at the rate of interest less than five per cent (5%) borne by the bonds that were sold and delivered.

A certified copy of said ordinance shall be filed in the office of the County Clerk of Cook County, which shall constitute direction and authority for such reduction and abatement of taxes so levied for payment of interest on such bonds.

SECTION 2. That this ordinance shall be published within ten days after adoption and shall be in force upon its adoption and publication as by law provided.

### AN ORDINANCE

Amending Section 4 of "An Ordinance authorizing the issue of $12,000,000 Municipal Building Bonds of the City of Chicago and providing for the levy of taxes for the payment thereof".

WHEREAS, On the 28th day of November, 1966, the City Council of the City of Chicago adopted an ordinance authorizing the issue of $12,000,000 Municipal Building Bonds of said City and providing for the levy of taxes to pay the same; and

WHEREAS, In and by Section 4 of said ordinance the City Comptroller was authorized to advertise for proposals for the purchase of said bonds and that the advertisement should provide that the bonds offered for sale shall bear interest not to exceed the rate set forth in the ordinance, and that the bonds so offered would be awarded by the City Comptroller to the purchaser offering to purchase the bonds at the lowest net interest cost to the City, provided that the acceptable bidder shall offer to pay not less than par and accrued interest for the bonds; and

WHEREAS, The ordinance authorizing the issuance of said bonds provided that the bonds bear interest at the maximum rate of five per cent (5%) per annum, which was the maximum rate of interest authorized for said bonds at the election held when a majority of the electors voting on the question approved such bonds; and

WHEREAS, Money market conditions throughout the United States have materially changed since such election was held, interest rates having increased upon all types of securities, even to the extent of affecting the millions of dollars of outstanding United States Government Bonds, and drastically decreasing the market value of millions of dollars of bonds of municipalities that have been voted bearing a fixed maximum rate of interest; and

WHEREAS, The City Comptroller has found that bids cannot be received for the sale of the bonds authorized by said ordinance and that the sale of said bonds at par at this time is impossible; and

WHEREAS, The City Comptroller proposes to give extensive publicity to the sale of said bonds and publish notice in the Chicago Today, a newspaper published and having a general circulation in the City of Chicago, and in The Bond Buyer, a financial newspaper published in the City of New York, New York, at least three (3) days prior to receiving bids so as to determine the market value of the bonds, and to accept the best bid for said bonds whether such bid is at par or at a discount; and

WHEREAS, The work is in progress for which said bonds were authorized and it is imperative that the bonds be sold from time to time in order to produce the funds necessary to carry on such work; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That Section 4 of an ordinance entitled "An Ordinance authorizing the issue of $12,000,000 Municipal Building Bonds of the City of Chicago and providing for the levy of taxes for the payment thereof", adopted by the City Council of the City of Chicago on the 28th day of November, 1966, be and is hereby amended to read as follows:

> Section 4. The bonds hereby authorized shall be executed as herein provided and thereupon shall be deposited for safekeeping under the direction and control of the City Comptroller and shall be sold and delivered by the City Comptroller as the proceeds are needed for the purpose for which the bonds are authorized.
>
> The City Comptroller shall advertise for proposals to purchase said bonds; such advertisement shall be published once in the Chicago Today, being a newspaper having a general circulation in the City of Chicago, and once in The Bond Buyer, a financial newspaper published in the City of New York, such publication to be made at least three (3) days prior to the date when bids for the purchase of said bonds will be opened.
>
> The advertisement for proposals shall recite that the bonds so offered will be awarded by the City Comptroller to the successful bidder offering to purchase such bonds at the lowest aggregate interest cost to the City, computed to the fixed maturities of the bonds, not to exceed, however, an interest cost of seven per cent (7%) for each maturity.
>
> If a satisfactory bid is received by the City Comptroller at an aggregate interest cost to the City computed to the fixed maturity of the bonds of not to exceed the effective interest cost of seven per cent (7%) for each maturity, the City Comptroller be and is hereby authorized and directed to deliver said bonds to the successful purchaser upon receipt of the purchase price therefor in accordance with the acceptable bid awarded by the City Comptroller for the pur-

chase of said bonds, anything to the contrary notwithstanding in any of the provisions of the Code of the City of Chicago.

If any or all of the bonds are sold bearing a rate of interest of less than five per cent (5%) per annum, the City Council shall adopt an ordinance which shall set out the amount of taxes to be extended and collected so as to produce in each of such years sufficient money for the payment of interest upon such bonds at such lesser interest rate as the same becomes due. Said ordinance shall direct the County Clerk of Cook County to reduce and abate the amount of taxes hereby levied for the payment of interest upon the bonds so sold so that the amounts to be extended and collected in each of said years for payment of interest thereon will equal the amount of such interest computed at the rate of interest less than five per cent (5%) borne by the bonds that were sold and delivered.

A certified copy of said ordinance shall be filed in the office of the County Clerk of Cook County, which shall constitute direction and authority for such reduction and abatement of taxes so levied for payment of interest on such bonds.

SECTION 2. That this ordinance shall be published within ten days after adoption and shall be in force upon its adoption and publication as by law provided.

### AN ORDINANCE

Amending Section 4 of "An Ordinance authorizing the issue of $19,000,000 Public Transportation Bonds of the City of Chicago and providing for the levy of taxes for the payment thereof".

WHEREAS, On the 15th day of November, 1967, the City Council of the City of Chicago adopted an ordinance authorizing the issue of $19,000,000 Public Transportation Bonds of said City and providing for the levy of taxes to pay the same; and

WHEREAS, In and by Section 4 of said ordinance the City Comptroller was authorized to advertise for proposals for the purchase of said bonds and that the advertisement should provide that the bonds offered for sale shall bear interest not to exceed the rate set forth in the ordinance, and that the bonds so offered would be awarded by the City Comptroller to the purchaser offering to purchase the bonds at the lowest net interest cost to the City, provided that the acceptable bidder shall offer to pay not less than par and accrued interest for the bonds; and

WHEREAS, The ordinance authorizing the issuance of said bonds provided that the bonds bear interest at the maximum rate of five per cent (5%) per annum, which was the maximum rate of interest authorized for said bonds at the election held when a majority of the electors voting on the question approved such bonds; and

WHEREAS, Money market conditions throughout the United States have materially changed since such election was held, interest rates having increased upon all types of securities, even to the extent of affecting the millions of dollars of outstanding United States Government Bonds, and drastically decreasing the market value of millions of dollars of bonds of municipalities that have been voted bearing a fixed maximum rate of interest; and

WHEREAS, The City Comptroller has found that bids cannot be received for the sale of the bonds authorized by said ordinance and that the sale of said bonds at par at this time is impossible; and

WHEREAS, The City Comptroller proposes to give extensive publicity to the sale of said bonds and publish notice in the Chicago Today, a newspaper published and having a general circulation in the City of Chicago, and in The Bond Buyer, a financial newspaper published in the City of New York, New York, at least three (3) days prior to receiving bids so as to determine the market value of the bonds, and to accept the best bid for said bonds whether such bid is at par or at a discount; and

WHEREAS, The work is in progress for which said bonds were authorized and it is imperative that the bonds be sold from time to time in order to produce the funds necessary to carry on such work; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That Section 4 of an ordinance entitled "An Ordinance authorizing the issue of $19,000,000 Public Transportation Bonds of said City of Chicago and providing for the levy of taxes for the payment thereof", adopted by the City Council of the City of Chicago on the 15th day of November, 1967, be and is hereby amended to read as follows:

> Section 4. The bonds hereby authorized shall be executed as herein provided and thereupon shall be deposited for safekeeping under the direction and control of the City Comptroller and shall be sold and delivered by the City Comptroller as the proceeds are needed for the purpose for which the bonds are authorized.
>
> The City Comptroller shall advertise for proposals to purchase said bonds; such advertisement shall be published once in the Chicago Today, being a newspaper having a general circulation in the City of Chicago, and once in The Bond Buyer, a financial newspaper published in the City of New York, such publication to be made at least three (3) days prior to the date when bids for the purchase of said bonds will be opened.
>
> The advertisement for proposals shall recite that the bonds so offered will be awarded by the City Comptroller to the successful bidder offering to purchase such bonds at the lowest aggregate interest cost to the City, computed to the fixed maturities of the bonds, not to exceed, however, an interest cost of seven per cent (7%) for each maturity.
>
> If a satisfactory bid is received by the City Comptroller at an aggregate interest cost to the City computed to the fixed maturity of the bonds of not to exceed the effective interest cost of seven per cent (7%) for each maturity, the City Comptroller be and is hereby authorized and directed to deliver said bonds to the successful purchaser upon receipt of the purchase price therefor in accordance with the acceptable bid awarded by the City Comptroller for the purchase of said bonds, anything to the contrary notwithstanding in any of the provisions of the Code of the City of Chicago.
>
> If any or all of the bonds are sold bearing a rate of interest of less than five per cent (5%) per annum, the City Council shall adopt an ordinance which shall set out the amount of taxes to be extended and collected so as to produce in each of such years sufficient money for the payment of interest upon such bonds at such lesser interest rate as the same becomes due. Said ordinance shall direct the County Clerk of Cook County to reduce and abate the amount of taxes hereby levied for the payment of interest upon the bonds so sold so that the amounts to

be extended and collected in each of said years for payment of interest thereon will equal the amount of such interest computed at the rate of interest less than five per cent (5%) borne by the bonds that were sold and delivered.

A certified copy of said ordinance shall be filed in the office of the County Clerk of Cook County, which shall constitute direction and authority for such reduction and abatement of taxes so levied for payment of interest on such bonds.

SECTION 2. That this ordinance shall be published within ten days after adoption and shall be in force upon its adoption and publication as by law provided.

### AN ORDINANCE

Amending Section 4 of "An Ordinance authorizing the issue of $28,000,000 Sewer Bonds of the City of Chicago and providing for the levy of taxes for the payment thereof".

WHEREAS, On the 15th day of November, 1967, the City Council of the City of Chicago adopted an ordinance authorizing the issue of $28,000,000 Sewer Bonds of said City and providing for the levy of taxes to pay the same; and

WHEREAS, In and by Section 4 of said ordinance the City Comptroller was authorized to advertise for proposals for the purchase of said bonds and that the advertisement should provide that the bonds offered for sale shall bear interest not to exceed the rate set forth in the ordinance, and that the bonds so offered would be awarded by the City Comptroller to the purchaser offering to purchase the bonds at the lowest net interest cost to the City, provided that the acceptable bidder shall offer to pay not less than par and accrued interest for the bonds; and

WHEREAS, The ordinance authorizing the issuance of said bonds provided that the bonds bear interest at the maximum rate of five per cent (5%) per annum, which was the maximum rate of interest authorized for said bonds at the election held when a majority of the electors voting on the question approved such bonds; and

WHEREAS, Money market conditions throughout the United States have materially changed since such election was held, interest rates having increased upon all types of securities, even to the extent of affecting the millions of dollars of outstanding United States Government Bonds, and drastically decreasing the market value of millions of dollars of bonds of municipalities that have been voted bearing a fixed maximum rate of interest; and

WHEREAS, The City Comptroller has found that bids cannot be received for the sale of the bonds authorized by said ordinance and that the sale of said bonds at par at this time is impossible; and

WHEREAS, The City Comptroller proposes to give extensive publicity to the sale of said bonds and publish notice in the Chicago Today, a newspaper published and having a general circulation in the City of Chicago, and in The Bond Buyer, a financial newspaper published in the City of New York, New York, at least three (3) days prior to receiving bids so as to determine the market value of the bonds, and to accept the best bid for said bonds whether such bid is at par or at a discount; and

WHEREAS, The work is in progress for which said bonds were authorized and it is imperative that the bonds be sold from time to time in order to produce the funds necessary to carry on such work; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That Section 4 of an ordinance entitled "An Ordinance authorizing the issue of $28,000,000 Sewer Bonds of the City of Chicago and providing for the levy of taxes for the payment thereof", adopted by the City Council of the City of Chicago on the 15th day of November, 1967, be and is hereby amended to read as follows:

> Section 4. The bonds hereby authorized shall be executed as herein provided and thereupon shall be deposited for safekeeping under the direction and control of the City Comptroller and shall be sold and delivered by the City Comptroller as the proceeds are needed for the purpose for which the bonds are authorized.
>
> The City Comptroller shall advertise for proposals to purchase said bonds; such advertisement shall be published once in the Chicago Today, being a newspaper having a general circulation in the City of Chicago, and once in The Bond Buyer, a financial newspaper published in the City of New York, such publication to be made at least three (3) days prior to the date when bids for the purchase of said bonds will be opened.
>
> The advertisement for proposals shall recite that the bonds so offered will be awarded by the City Comptroller to the successful bidder offering to purchase such bonds at the lowest aggregate interest cost to the City, computed to the fixed maturities of the bonds, not to exceed, however, an interest cost of seven per cent (7%) for each maturity.
>
> If a satisfactory bid is received by the City Comptroller at an aggregate interest cost to the City computed to the fixed maturity of the bonds of not to exceed the effective interest cost of seven per cent (7%) for each maturity, the City Comptroller be and is hereby authorized and directed to deliver said bonds to the successful purchaser upon receipt of the purchase price therefor in accordance with the acceptable bid awarded by the City Comptroller for the purchase of said bonds, anything to the contrary notwithstanding in any of the provisions of the Code of the City of Chicago.
>
> If any or all of the bonds are sold bearing a rate of interest of less than five per cent (5%) per annum, the City Council shall adopt an ordinance which shall set out the amount of taxes to be extended and collected so as to produce in each of such years sufficient money for the payment of interest upon such bonds at such lesser interest rate as the same becomes due. Said ordinance shall direct the County Clerk of Cook County to reduce and abate the amount of taxes hereby levied for the payment of interest upon the bonds so sold so that the amounts to be extended and collected in each of said years for payment of interest thereon will equal the amount of such interest computed at the rate of interest less than five per cent (5%) borne by the bonds that were sold and delivered.
>
> A certified copy of said ordinance shall be filed in the office of the County Clerk of Cook County, which shall constitute direction and authority for such reduction and abatement of taxes so levied for payment of interest on such bonds.

SECTION 2. That this ordinance shall be published within ten days after adoption and shall be in force upon its adoption and publication as by law provided.

### Commendation Extended to Raymond F. Simon Upon Resignation as Corporation Counsel.

Honorable Richard J. Daley, Mayor, on behalf of himself and the other members of the City Council presented the following proposed resolution:

WHEREAS, This meeting marks the last time at which Raymond F. Simon will occupy the chair as Corporation Counsel and legal advisor to this legislative body, having announced his resignation as Corporation Counsel of the City of Chicago effective December 31, 1969; and

WHEREAS, This Council, mindful of the outstanding service which Raymond F. Simon has given to the citizens of Chicago, wishes to pause for the purpose of gratefully acknowledging the excellence and dedication with which he has performed a wide range of responsible positions for more than fifteen years. Always rising to the challenge of new and greater responsibility, Ray Simon was appointed in January of 1965 as the youngest man ever to be selected Corporation Counsel, having performed prior thereto with great distinction as Deputy Mayor, Assistant to the Mayor on Legislative Matters and as Assistant Corporation Counsel; and

WHEREAS, Corporation Counsel Simon always met the arduous and complicated tasks assigned to him with a zeal, enthusiasm, tenacity and quiet competence which not only won for him the personal respect and admiration of all with whom he came in contact, but also served to enhance the reputation of the Department which he proudly headed and the profession which he dutifully served; and

WHEREAS, Chicago will forever be in his debt for the prompt, thorough and lawyer-like presentation of the city's position which he made in authoring "The Strategy of Confrontation". In the highest of legal tradition, this work served to defend his client-city from widespread slander and misunderstanding. Sought after by thousands and available at libraries on virtually all campuses across the nation, Ray Simon provided reason and insight to quell doubt and fear—a civic contribution of enormous significance; and

WHEREAS, Ray Simon sought with great success during his tenure as Corporation Counsel to make the law more relevant to the times and responsive to the needs of the city and its citizens. Compassion dictated his efforts to expand the Deparment of Weights and Measures to embrace consumer sales credit abuses and fraudulent practices, and to secure passage of a state credit reform program. Legal ingenuity and an acute awareness of the conflicting pressures of demonstration led him to establish the procedure of assigning lawyers in his office to the scene of disorder and confrontation to help police distinguish constitutionally protected expression and conduct from illegal action. Resourceful advocacy by him held secure, for the welfare and protection of our citizens, the right of the city to license guns. The legal agility which he displayed in utilizing age-old legal remedies and theories against modern-day slums and deteriorated housing was applauded by the National Commission on Urban Problems which commented: "It is no accident that Chicago has been the leader in the development of imaginative code enforcement sanctions and that many of the innovations first instituted in Chicago involved civil and particularly equitable remedies". These and the myriad of other significant accomplishments by Corporation Counsel Raymond F. Simon and the staff which he both inspired and motivated represents a splendid record. Never seeking personal recognition but always providing dependable, clear, impartial and enlightened legal guidance and counseling. Ray Simon has truly served his city in the very best tradition of his profession and in a manner which brought great credit to all who labor in public service; and

WHEREAS, Ray Simon's competence, integrity, devotion, loyalty, wisdom and friendship, as well as the warmth and cheerfulness of his personality and gentlemanly demeanor, will be missed by the Mayor and the members of the City Council; now, therefore,

*Be It Resolved,* That the Mayor and the members of the City Council hereby extend their gratitude to Corporation Counsel Raymond F. Simon for the distinguished service he has rendered to them and to the community, and their most felicitous and heartfelt best wishes to him for great success in the private practice of law; and

*Be It Further Resolved,* That as a token of our esteem, this Resolution be spread upon the Official Journal of the Proceedings of the City Council and that a suitable copy of this Resolution be presented to Corporation Counsel Raymond F. Simon.

Alderman Keane moved to *Suspend the Rules Temporarily,* to permit immediate consideration of and action upon said proposed resolution. The motion *Prevailed.*

On motion of Alderman Keane (seconded by Aldermen Marzullo, Sain, Buchanan, Bilandic, Wigoda, Fitzpatrick, Cousins, Singer, Lupo, Holman, Rayner, Kerwin, Fifielski, Burke, Scholl and Simon) the foregoing proposed resolution was *Adopted,* unanimously.

Alderman Keane and the Aldermen who seconded the resolution dwelt at length on Mr. Simon's dedication to duty - his tireless research - the hours he devoted to his tasks - his rise from rather humble beginnings to one of the top posts in City Government, that of Corporation Counsel. All agreed as to his availability when problems arose during any time of the day or night saying that his door had always been open. His constant air of kindness, attention to detail and his unveiling air of courtesy towards one and all was noted as one of his outstanding characteristics. It was noted that he had argued before the lowest to the highest Courts of this nation. He was credited with having formulated one of the first Fair Housing Ordinances passed in the Middle West. Each of the aldermen also expressed their pleasure in the fact that it had been Mayor Daley who had selected this relatively young man to serve as Administrative Assistant, Assistant Corporation Counsel and ultimately as Corporation Counsel. It was stated that there had been no "generation gap" between the Mayor and the youth whom he had selected as members of his Cabinet. Mr. Simon was lauded for his genius, his efficiency, and the truly humane quality of his concern for all problems, not only those concerning the City, but for all the citizens of Chicago. The Aldermen wished him well in his new endeavor and all felt that he would bring to his practice all the qualities that had made him such an outstanding success as he had been as Corporation Counsel.

Honorable Richard J. Daley, Mayor, then addressed the Council stating that he had regarded Ray Simon as a member of his own family and as such he had fulfilled all the aspirations a father could wish. He thanked him for his dedication, his loyalty and for the tremendous job he had done as Corporation Counsel. He concluded by wishing him well, saying that he knew he would do as good a job for his clients as he had done for the City of Chicago.

The Mayor then called upon Mr. Simon to address the Council.

Mr. Simon thanked the Mayor and the members of the Council for the privilege of addressing them. He stated that it had been of the utmost gratification to have served the Mayor and the members of the Council whom he declared to have been really wonderful men to serve. He cited his assistants Richard Curry, Allen Hartman, Marvin Aspen, Syd Drebin, and others as being outstanding, competent lawyers who had been of great assistance in carrying out his task as Corporation Counsel. He thanked the Mayor and all of the members of the Council for their kind expressions of confidence.

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## *CITY COUNCIL INFORMED AS TO MISCELLANEOUS DOCUMENTS FILED OR RECEIVED IN CITY CLERK'S OFFICE.*

John C. Marcin, City Clerk, informed the City Council that documents have been filed or received in his office, relating to the respective subjects designated, as follows:

### *Acceptances and Bonds under Ordinances.*

Acceptances and bonds under ordinances as follows:

Chicago and North Western Railway Company: acceptance and bond under an ordinance passed on September 17, 1969, (elevated covered walkway with steel columns); filed on November 17, 1969;

The C. H. Hanson Company: acceptance and bond under an ordinance passed on October 29, 1969 (loading device); filed on December 4, 1969.

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## *CITY COUNCIL INFORMED AS TO PUBLICATION OF ORDINANCES.*

The City Clerk informed the City Council that all those ordinances which were passed by the City Council on December 23, 1969, and which were required by statute to be published in book or pamphlet form or in one or more newspapers, were published in pamphlet form on December 30, 1969 by being printed in full text in printed pamphlet copies of the Journal of the Proceedings of the City Council of the regular meeting held on December 23, 1969 [published by authority of the City Council in accordance with the provisions of Section 5-5 of the Municipal Code of Chicago, as passed on December 22, 1947], which printed pamphlet copies were delivered to the City Clerk on December 30, 1969.

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## *MISCELLANEOUS COMMUNICATIONS REPORTS, ETC. REQUIRING COUNCIL ACTION (TRANSMITTED TO CITY COUNCIL BY CITY CLERK).*

The City Clerk transmitted communications, reports, etc., relating to the respective subjects listed below, which were acted upon by the City Council in each case in the manner noted, as follows:

### *Claims against City of Chicago.*

Claims against the City of Chicago, which were *Referred to the Committee on Finance,* filed by the following:

Dave C. Anderson, James Cervenka, Harry Hart, Frank Jostock, Augusta J. Macfarlane, Martin J. Mulvihill, Richard Saettone, Edward J. Simonic, State Farm Insurance Co. and Louis Sheffield, Branko T. Stoy.

### *Recommendations by Comr. of Development and Planning and Zoning Administrator Pertaining to Sundry Proposals for Map Amendments to Chicago Zoning Ordinance.*

Also a communication signed by Lewis W. Hill, Commissioner of the Department of Development and Planning under date of December 23, 1969, showing recommendations of the Commissioner and the Zoning Administrator concerning map amendments for which public hearings were held on December 22, 1969, in accordance with provisions of Section 11.9-4 of the Chicago Zoning Ordinance, as passed by the City Council on January 31, 1969.—*Placed on File.*

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## *Placed on File*—NOTIFICATIONS TO CITY COUNCIL AS TO SELECTIONS OF PROXIES TO AFFIX SIGNATURES OF MAYOR AND CITY COMPTROLLER TO GENERAL OBLIGATION BONDS FOR SPECIFIED PURPOSES.

The City Clerk transmitted the following communications, which were *Placed on File:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 29, 1969.

*To the Honorable, The Members of the City Council of the City of Chicago:*

GENTLEMEN — Please take notice that I have selected and do hereby designate J. W. Parker as my proxy for me in my name, place and stead to affix my signature as Mayor of the City of Chicago to the following City of Chicago

$2,000,000 Electric Street Lighting Bonds—
Series 1966—Dated January 1, 1968

$1,000,000 due January 1 of each of the years 1985 and 1986 in denominations of $5,000 each, numbered as follows:

| | | | |
|---|---|---|---|
| 3601 - 3800 | $1,000,000 | 3801 - 4000 | $1,000,000 |

$3,500,000 Municipal Building Bonds—
Series 1966—Dated January 1, 1967

$500,000 due January 1, 1983, $1,000,000 due January 1 of each of the years 1984 to 1986, inclusive, in denominations of $5,000 each, numbered as follows:

| | | | |
|---|---|---|---|
| 2301 - 2400 | $ 500,000 | 2401 - 2600 | $1,000,000 |
| 2601 - 2800 | 1,000,000 | 2801 - 3000 | 1,000,000 |

$14,000,000 Municipal Building Bonds—
Series 1966—Dated January 1, 1968

$500,000 due January 1 of each of the years 1972 to 1978, inclusive, $1,500,000 due January 1 of each of the years 1979 to 1983, inclusive, $1,000,000 due January 1 of each of the years

1984 to 1986, inclusive, in denominations of $5,000 each, numbered as follows:

| | | | |
|---|---|---|---|
| 3201 - 3300 | $ 500,000 | 3501 - 3600 | $ 500,000 |
| 3801 - 3900 | 500,000 | 4101 - 4200 | 500,000 |
| 4401 - 4500 | 500,000 | 4701 - 4800 | 500,000 |
| 5001 - 5100 | 500,000 | 5101 - 5400 | 1,500,000 |
| 5401 - 5700 | 1,500,000 | 5701 - 6000 | 1,500,000 |
| 6001 - 6300 | 1,500,000 | 6301 - 6600 | 1,500,000 |
| 6601 - 6800 | 1,000,000 | 6801 - 7000 | 1,000,000 |
| 7001 - 7200 | 1,000,000 | | |

$6,500,000 Public Transportation bonds—
Series 1966—Dated January 1, 1968

$1,500,000 due January 1 of each of the years 1982 to 1984, inclusive, $1,000,000 due January 1 of each of the years 1985 and 1986 in denominations of $5,000 each, numbered as follows:

| | | | |
|---|---|---|---|
| 4301 - 4600 | $1,500,000 | 4601 - 4900 | $1,500,000 |
| 4901 - 5200 | 1,500,000 | 5201 - 5400 | 1,000,000 |
| 5401 - 5600 | 1,000,000 | | |

$1,000,000 Garbage and Refuse Disposal Bonds—
Series 1966—Dated January 1, 1967

$500,000 due January 1 of each of the years 1984 and 1985 in denominations of $5,000 each, numbered as follows:

| | | | |
|---|---|---|---|
| 1201 - 1300 | $ 500,000 | 1301 - 1400 | $ 500,000 |

$6,000,000 Garbage and Refuse Disposal Bonds—
Series 1966—Dated January 1, 1968

$500,000 due January 1 of each of the years 1976 to 1985, inclusive, $1,000,000 due January 1, 1986 in denominations of $5,000 each, numbered as follows:

| | | | |
|---|---|---|---|
| 1801 - 1900 | $ 500,000 | 1901 - 2000 | $ 500,000 |
| 2001 - 2100 | 500,000 | 2101 - 2200 | 500,000 |
| 2201 - 2300 | 500,000 | 2301 - 2400 | 500,000 |
| 2401 - 2500 | 500,000 | 2501 - 2600 | 500,000 |
| 2601 - 2700 | 500,000 | 2701 - 2800 | 500,000 |
| 2801 - 3000 | 1,000,000 | | |

$15,500,000 Sewer Bonds—
Series 1966—Dated January 1, 1968

$1,000,000 due January 1 of each of the years 1973 to 1977, inclusive, $500,000 due January 1 of each of the years 1978 to 1980, inclusive, $1,500,000 due January 1 of each of the years 1981 to 1983, inclusive, $500,000 due January 1, 1984, $2,000,000 due January 1 of each of the years 1985 and 1986 in denominations of $5,000 each, numbered as follows:

| | | | |
|---|---|---|---|
| 3801 - 4000 | $1,000,000 | 4201 - 4400 | $1,000,000 |
| 4601 - 4800 | 1,000,000 | 4801 - 5000 | 1,000,000 |
| 5001 - 5200 | 1,000,000 | 5701 - 5800 | 500,000 |
| 6301 - 6400 | 500,000 | 6701 - 6800 | 500,000 |
| 6901 - 7200 | 1,500,000 | 7301 - 7600 | 1,500,000 |
| 7701 - 8000 | 1,500,000 | 8301 - 8400 | 500,000 |
| 8401 - 8800 | 2,000,000 | 8801 - 9200 | 2,000,000 |

Appended hereto is a written signature as my name is to appear on said bonds, executed by the said J. W. Parker with the proxy's own signature underneath as required by statute.

Very truly yours,
(Signed) Richard J. Daley,
*Mayor.*

[Signatures appended as stated]

City of Chicago
Office of the City Comptroller

December 29, 1969.

*To the Honorable, The Members of the City Council of the City of Chicago:*

Gentlemen—Please take notice that I have selected and do hereby designate T. F. Murphy as my proxy for me in my name, place and stead to affix my signature as Comptroller of the City of Chicago to the following City of Chicago

$2,000,000 Electric Street Lighting Bonds—
Series 1966—Dated January 1, 1968

$1,000,000 due January 1 of each of the years 1985 and 1986 in denominations of $5,000 each, numbered as follows:

| | | | |
|---|---|---|---|
| 3601 - 3800 | $1,000,000 | 3801 - 4000 | $1,000,000 |

$3,500,000 Municipal Building Bonds—
Series 1966—Dated January 1, 1967

$500,000 due January 1, 1983, $1,000,000 due Januray 1 of each of the years 1984 to 1986, inclusive, in denominations of $5,000 each, numbered as follows:

| | | | |
|---|---|---|---|
| 2301 - 2400 | $ 500,000 | 2401 - 2600 | $1,000,000 |
| 2601 - 2800 | 1,000,000 | 2801 - 3000 | 1,000,000 |

$14,000,000 Municipal Building Bonds—
Series 1966—Dated January 1, 1968

$500,000 due January 1 of each of the years 1972 to 1978, inclusive, $1,500,000 due January 1 of each of the years 1979 to 1983, inclusive, $1,000,000 due January 1 of each of the years 1984 to 1986, inclusive, in denominations of $5,000 each, numbered as follows:

| | | | |
|---|---|---|---|
| 3201 - 3300 | $ 500,000 | 3501 - 3600 | $ 500,000 |
| 3801 - 3900 | 500,000 | 4101 - 4200 | 500,000 |
| 4401 - 4500 | 500,000 | 4701 - 4800 | 500,000 |
| 5001 - 5100 | 500,000 | 5101 - 5400 | 1,500,000 |
| 5401 - 5700 | 1,500,000 | 5701 - 6000 | 1,500,000 |
| 6001 - 6300 | 1,500,000 | 6301 - 6600 | 1,500,000 |
| 6601 - 6800 | 1,000,000 | 6801 - 7000 | 1,000,000 |
| 7001 - 7200 | 1,000,000 | | |

$6,500,000 Public Transportation Bonds—
Series 1966—Dated January 1, 1968

$1,500,000 due January 1 of each of the years 1982 to 1984, inclusive, $1,000,000 due January 1 of each of the years 1985 and 1986 in denominations of $5,000 each, numbered as follows:

| | | | |
|---|---|---|---|
| 4301 - 4600 | $1,500,000 | 4601 - 4900 | $1,500,000 |
| 4901 - 5200 | 1,500,000 | 5201 - 5400 | 1,000,000 |
| 5401 - 5600 | 1,000,000 | | |

$1,000,000 Garbage and Refuse Disposal Bonds—
Series 1966—Dated January 1, 1967

$500,000 due January 1 of each of the years 1984 and 1985 in denominations of $5,000 each, numbered as follows:

| | | | |
|---|---|---|---|
| 1201 - 1300 | $ 500,000 | 1301 - 1400 | $ 500,000 |

$6,000,000 Garbage and Refuse Disposal Bonds—
Series 1966—Dated January 1, 1968

$500,000 due January 1 of each of the years 1976 to 1985, inclusive, $1,000,000 due January 1, 1986 in denominations of $5,000 each, numbered as follows:

| | | | |
|---|---|---|---|
| 1801 - 1900 | $ 500,000 | 1901 - 2000 | $ 500,000 |
| 2001 - 2100 | 500,000 | 2101 - 2200 | 500,000 |
| 2201 - 2300 | 500,000 | 2301 - 2400 | 500,000 |
| 2401 - 2500 | 500,000 | 2501 - 2600 | 500,000 |
| 2601 - 2700 | 500,000 | 2701 - 2800 | 500,000 |
| 2801 - 3000 | 1,000,000 | | |

$15,500,000 Sewer Bonds—
Series 1966—Dated January 1, 1968

$1,000,000 due January 1 of each of the years 1973 to 1977, inclusive, $500,000 due January 1 of each of the years 1978 to 1980, inclusive, $1,500,000 due January 1 of each of the years 1981 to 1983, inclusive, $500,000 due January 1, 1984, $2,000,000 due January 1 of each of the years 1985 and 1986 in denominations of $5,000 each, numbered as follows:

| | | | |
|---|---|---|---|
| 3801 - 4000 | $1,000,000 | 4201 - 4400 | $1,000,000 |
| 4601 - 4800 | 1,000,000 | 4801 - 5000 | 1,000,000 |
| 5001 - 5200 | 1,000,000 | 5701 - 5800 | 500,000 |
| 6301 - 6400 | $ 500,000 | 6701 - 6800 | $ 500,000 |
| 6901 - 7200 | 1,500,000 | 7301 - 7600 | 1,500,000 |
| 7701 - 8000 | 1,500,000 | 8301 - 8400 | 500,000 |
| 8401 - 8800 | 2,000,000 | 8801 - 9200 | 2,000,000 |

Appended hereto is a written signature as my name is to appear on said bonds, executed by the said T. F. Murphy with the proxy's own signature underneath as required by statute.

Very truly yours,
(Signed) Otto H. Loser,
*City Comptroller.*

[Signatures appended as stated]

## REPORTS OF COMMITTEES.

Committee reports were submitted as indicated below. *No request under the statute was made by any two aldermen present to defer any of said reports for final action thereon, to the next regular meeting of the Council, except where otherwise indicated.*

### COMMITTEE ON FINANCE.

#### Transfers of Funds in Appropriations Authorized and Directed.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, to authorize and direct transfers of funds in certain appropriations.

On motion of Alderman Keane the said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Kuta, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, Wigoda—42.

*Nays*—None.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

Section 1. That the City Comptroller and the City Treasurer are authorized and directed to make the following transfers of funds for the year 1969. The department heads making the requests for these transfers have certified that such transfers from the accounts shown will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1969, payable from such appropriations:

| *From Account* | *Purpose* | *Amount* | *To Account* | *Purpose* | *Amount* |
|---|---|---|---|---|---|
| | | Mayor's Office<br>*Budgetary Division* | | | |
| 100.1140.005 | Salaries and Wages—on Payroll | $ 8,000.00 | 100,1140.150 | Publication—Budget Document | $ 8,000.00 |
| | | Department of Buildings | | | |
| 100.4300.228 | Automobile Allowance—schedule rate | 15,000.00 | 100.4300.350 | Stationery and Office Supplies | 15,000.00. |

Section 2. This ordinance shall be in force and effect from and after its passage.

### Certain Unincorporated Territory Adjacent to W. Higgins Rd. and N. Fairview Av. Annexed to City of Chicago; Incorporated Within Boundaries of 38th Ward and Classified for Zoning Purposes.

The Committee on Finance submitted a report recommending that the City Council pass two proposed ordinances (referred to the committee on November 17, 1969) and transmitted herewith, to annex certain unincorporated territory adjacent to W. Higgins Road and N. Fairview Avenue to City of Chicago; incorporated within boundaries of 38th Ward and classified for zoning purposes.

On separate motions made by Alderman Keane *each* of the two proposed ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Kuta, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, Wigoda—42.

*Nays*—None.

Said ordinances as passed, read respectively as follows (the Italic heading in each case not being a part of the ordinance):

*Annexation Ordinance.*

WHEREAS, A written petition signed by the owner of record of the lands hereinafter described, there being no electors residing thereon, has been filed with the City Clerk of the City of Chicago pursuant to the provisions of Section 7-1-8 of Chapter 24 of the 1967 Illinois Revised Statutes; and

WHEREAS, Said petition requests that said lands hereinafter described be annexed to the City of Chicago; and

WHEREAS, Said lands hereinafter described are presently situated in unincorporated territory contiguous to the City of Chicago; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the territory described as follows to wit:

All of that part of the Southeast Quarter (SE¼) of Section Two (2) in Township Forty (40) North, Range Twelve (12) East of the Third Principal Meridian which lies Southerly of the South line of Higgins Road, East of the East line of Fairview Avenue, North and West of and adjacent to the property acquired by the County of Cook for the purpose of the Northwest Expressway, except Lot 1 in Higgins Road Addition, being a subdivision of Lots 13 to 15 of Pennoyer's Subdivision in the West half (W½) of the Southeast Quarter (SE¼) of Section Two (2) and the West half (W½) of the Northeast Quarter (NE¼) of Section Eleven (11), all in Township Forty (40) North, Range Twelve (12) East of the Third Principal Meridian (according to the plat thereof recorded July 14, 1944 as Document No. 13319769) in Cook County, Illinois,

said lands being located in unincorporated territory contiguous to the City of Chicago, be and is hereby annexed to the City of Chicago and incorporated within the boundaries of the 38th Ward.

SECTION 2. The City Clerk is hereby directed to file in the office of the Recorder of Deeds of Cook County, Illinois, in the manner and form and at the time prescribed by the statute in such case made and provided, a certified copy of this ordinance and an accurate map of the territory hereby annexed duly certified by the Mayor and City Clerk.

SECTION 3. This ordinance shall be in force and effect from and after its passage.

*Zoning Classification of Annexed Area.*

WHEREAS, The Corporate Authorities of the City of Chicago have by ordinance annexed certain territory as hereinafter described; and

WHEREAS, The Department of Development and Planning, pursuant to the provisions of Article 5.4 of the Comprehensive Amendment to the Zoning Ordinance of the City of Chicago, has reviewed said annexation and made certain recommendations concerning zoning of said territory; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the lands described as follows, to wit:

All of that part of the Southeast Quarter (SE¼) of Section Two (2) in Township Forty (40) North, Range Twelve (12) East of the Third Principal Meridian which lies Southerly of the South line of Higgins Road, East of the East line of Fairview Avenue, North and West of and adjacent to the property acquired by the County of Cook for the purpose of the Northwest Expressway, except Lot 1 in Higgins Road Addition, being a subdivision of Lots 13 to 15 of Pennoyer's Subdivision in the West half (W½) of the Southeast Quarter (SE¼) of Section Two (2) and the West half (W½) of the Northeast Quarter (NE¼) of Section Eleven (11), all in Township Forty (40) North, Range Twelve (12) East of the Third Principal Meridian (according to the plat thereof recorded July 14, 1944 as Document No. 13319769) in Cook County, Illinois,

be and are hereby zoned B5-1 General Service District.

SECTION 2. That this ordinance shall be in force and effect from and after its passage and filing of the annexation ordinance concerning said lands hereinbefore described.

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### Execution of Grant Agreement with U.S.A. for Installation of Emergency Stand-By Power for Runway 13R-31L, together with Taxiways and New Apron Lighting at Chicago Midway Airport (Federal No. 9-11-016-7012.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, to authorize execution of grant agreement with United States of America for installation of emergency stand-by power for Runway 13R-31L, together with taxiways and new apron lighting at Chicago Midway Airport (Federal No. 9-11-016-7012).

**On motion of Alderman Keane the said proposed ordinance was *Passed,* by yeas and nays as follows:**

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Kuta, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, Wigoda—42.

*Nays*—None.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

**The following is said ordinance as passed:**

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Mayor, on behalf of the City of Chicago, is authorized to execute and the City Clerk to attest, upon approval of the Corporation Counsel as to form and legality, a Grant Agreement between the City of Chicago and the United States of America, said agreement to be in substantially the following form:

[Grant Agreement attached to this ordinance printed on pages 7259-7273 of this Journal]

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## Execution of Grant Agreement with State of Illinois for Installation of Emergency Stand-By Power, Etc. for Runway 13R-31L, together with Taxiways and New Apron Lighting at Chicago Midway Airport (Project No. 69A-7-473).

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, to authorize execution of a grant agreement with State of Illinois for installation of emergency stand-by power, etc. for Runway 13R-31L, together with taxiways and new apron lighting at Chicago Midway Airport.

On motion of Alderman Keane the said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Kuta, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, Wigoda—42.

*Nays*—None.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Mayor, on behalf of the City of Chicago, is authorized to execute and the City Clerk to attest, upon approval of the Corporation Counsel as to form and legality, an Agency and Participation Agreement between the City of Chicago and the State of Illinois, Department of Aeronautics, said agreement to be in substantially the following form:

### AGENCY AND PARTICIPATION AGREEMENT

(State and Federally Assisted Airport Construction)

*State Project No. 69A-7-473*

This Agreement, made and entered into by and between the Department of Aeronautics (hereinafter referred to as "Department"), for and in behalf of the State of Illinois, as Party of the First Part, and the City of Chicago, State of Illinois (hereinafter referred to as "Municipality"), as Party of the Second Part.

WITNESSETH:

Whereas, the Municipality desires to sponsor a project for the further improvement of a public air navigation facility, known or to be designated as Chicago Midway Airport, under the Federal Aid Airport Program and the provisions of the Federal Airport Act and the Regulations promulgated pursuant thereto; and

WHEREAS, this project shall be identified as Chicago Midway Airport Project, Chicago, Cook County, Illinois, Illinois Project No. 69A-7-473, Federal Aviation Administration Project No. 9-11-016-7012 City No. 80.85-69-38; and

Whereas, the Municipality has accordingly requested Federal financial assistance in the accomplishment of such project and responsive thereto, the Federal Government, through the Federal Aviation Administration, has issued to the Municipality a Tentative Allocation (or Allocations) in the sum of One Hundred Forty-three Thousand, Six Hundred Dollars ($143,600.00); and

Whereas, the Department has had appropriated to it certain monies for the development of public air navigation facilities, subject to the provisions of Section 34 of the Illinois Aeronautics Act; and

Whereas, the Municipality has requested financial assistance and the Department has agreed to make a grant of part of the amount of the non-Federal share of the costs and expenses of said project, and the Municipality has requested the Department to act as its agents in connection therewith; and

Whereas, the parties hereto, by this agreement, intend (a) to fix their respective responsibilities, with reference to each other, with reference to the accomplishment of said project, and with reference to the United States, and (b) to designate the parties to accept, receipt for and disburse all funds and payments of the Federal Government and of the Municipality used or to be used in payment of the costs and expenses of said project or representing reimbursement by the Federal Government on such costs and expenses as shall have been incurred by the parties hereto, or either of them.

Now, Therefore, for and in consideration of the benefits which will accrue to the parties hereto by virtue of this agreement and the respective covenants herein contained, It Is Mutually Covenanted and Agreed as follows:

1. The Municipality shall be the "Sponsor" of the project above identified, except as set forth in paragraph 2 immediately hereafter following:
2. The Department shall contribute financial assistance to the extent hereinafter stated, and furnish project reporting liaison with the Federal Aviation Administration.

(continued on page 7274)

FEDERAL AVIATION ~~AGENCY~~
ADMINISTRATION

# GRANT AGREEMENT

## Part 1-Offer

Date of Offer 20 NOV 1969

Chicago Midway Airport

Project No. 9-11-016-7012

Contract No. DOT-FA-70-CE-5592

TO: The City of Chicago, Illinois and the State of Illinois, Department of Aeronautics, Co-Sponsors
(herein referred to as the "Sponsor")

FROM: The United States of America (acting through the Federal Aviation Agency, herein referred to as the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated 3 June 1969, for a grant of Federal funds for a project for development of the Chicago Midway Airport (herein called the "Airport"), together with plans and specifications for such project, which Project Application, as approved by the FAA is hereby incorporated herein and made a part hereof; and

WHEREAS, the FAA has approved a project for development of the Airport (herein called the "Project") consisting of the following-described airport development:

Install standby power generator, including housing;
install taxiway lights - apron perimeter.

all as more particularly described in the property map and plans and specifications incorporated in the said Project Application;

NOW, THEREFORE, pursuant to and for the purpose of carrying out the provisions of the Federal Airport Act, as amended (49 U.S.C. 1101), and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application, and its acceptance of this Offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and the operation and maintenance of the Airport as herein provided, THE FEDERAL AVIATION AGENCY, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay, as the United States share of the allowable costs incurred in accomplishing the Project, 50 percentum thereof: PROVIDED, HOWEVER, that the United States' share of the allowable costs of installing emergency power related to the high-intensity runway edge lighting 13R/31L shall be 75 percentum thereof.

This Offer is made on and subject to the following terms and conditions:

1. The maximum obligation of the United States payable under this Offer shall be $ 143,600.00

2. The Sponsor shall:

   (a) begin accomplishment of the Project within ---ninety--- days after acceptance of this Offer or such longer time as may be prescribed by the FAA, with failure to do so constituting just cause for termination of the obligations of the United States hereunder by the FAA;

   (b) carry out and complete the Project without undue delay and in accordance with the terms hereof, the Federal Airport Act, and Sections 151.45-151.55 of the Regulations of the Federal Aviation Agency (14 CFR 151) in effect as of the date of acceptance of this Offer; which Regulations are hereinafter referred to as the "Regulations";

   (c) carry out and complete the Project in accordance with the plans and specifications and property map, incorporated herein, as they may be revised or modified with the approval of the FAA.

3. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under Section 151.41 (b) of the Regulations.

4. Payment of the United States share of the allowable project costs will be made pursuant to and in accordance with the provisions of Sections 151.57-151.63 of the Regulations. Final determination as to the allowability of the costs of the project will be made at the time of the final grant payment pursuant to Section 151.63 of the Regulations: Provided, that, in the event a semi-final grant payment is made pursuant to Section 151.63 of the Regulations, final determination as to the allowability of those costs to which such semi-final payment relates will be made at the time of such semi-final payment.

5. The Sponsor shall operate and maintain the airport as provided in the Project Application incorporated herein and specifically covenants and agrees, in accordance with its Assurance 4 in Part III of said Project Application, that in its operation and the operation of all facilities thereof, neither it nor any person or organization occupying space or facilities thereon will discriminate against any person or class of persons by reason of race, color, creed or national origin in the use of any of the facilities provided for the public on the airport.

6. The FAA reserves the right to amend or withdraw this Offer at any time prior to its acceptance by the Sponsor.

7. This Offer shall expire and the United States shall not be obligated to pay any part of the costs of the Project unless this Offer has been accepted by the Sponsor on or before 30 January 1970 or such subsequent date as may be prescribed in writing by the FAA.

8. In addition the Sponsor shall:

   (a) Incorporate or cause to be incorporated in each contract for construction work under the project, or any modification thereof, the equal opportunity clause as set forth in Section 202 of Executive Order No. 11246 of September 24, 1965, or such modification thereof as may be approved by the Secretary of Labor.

   (b) Incorporate or cause to be incorporated in each bid or proposal form submitted by prospective contractors for construction work under the project the provisions prescribed by Section 151.54(d)(1), Part 151, Federal Aviation Regulations.

   (c) Be bound by said equal opportunity clause in any Federally assisted construction work in which it participates.

   (d) Cooperate actively with the FAA and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations and relevant orders of the Secretary of Labor.

   (e) Furnish the FAA and the Secretary of Labor such information as they may require for the supervision of such compliance and will otherwise assist the FAA in the discharge of its primary responsibility for securing compliance.

   (f) Refrain from entering into any contract or contract modification subject to Executive Order No. 11246 with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and Federally assisted construction contracts pursuant to Part II, Subpart D of Executive Order No. 11246.

   (g) Carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the FAA and the Secretary of Labor pursuant to Part II, Subpart D of Executive Order No. 11246; and in the event that the sponsor fails or refuses to comply with its undertakings, the FAA may cancel, terminate or suspend in whole or in part any contractual arrangement it may have with the Sponsor, may refrain from extending any further assistance under any of its programs subject to Executive Order 11246 until satisfactory assurance of future compliance has been received from such applicant, or may refer the case to the Department of Justice for appropriate legal proceedings.

9. It is understood and agreed that each contract awarded for construction work under this project is subject to the provisions of the Work-Hours Act of 1962, Public Law 87-581. It is further understood and agreed that each contract will contain stipulations requiring the contractor or subcontractor to pay wages to all laborers and mechanics employed on work in conformance with the provisions of the Act and that the Sponsor may withhold or cause to be withheld from the contractor or subcontractor so much of the accrued payments as may be considered necessary to pay laborers and mechanics employed by any such contractor or subcontractor on the work the full amount of wages required by the contract and such sums as may administratively be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for liquidated damages as provided by the Act. It is also understood and agreed that, in the event of failure of any contractor or subcontractor to pay any laborer or mechanic employed or working on the site of the work all or part of the wages required by the contract, the FAA may, after written notice to the Sponsor, withhold from the Sponsor so much of the accrued payments or advances representing unpaid wages and liquidated damages.

10. The Sponsor hereby convenants and agrees that its financial records of the project, established, maintained and made available to personnel of the FAA in conformity to Section 151.55 of the Regulations of the Federal Aviation Agency (14 CFR 151) will also be available to representatives of the Comptroller General of the United States.

11. By its acceptance of this Grant Offer the Sponsor agrees that insofar as is within its powers and to the extent reasonable, the Sponsor will take action to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and take-off of aircraft, in furtherance of its undertaking as set forth in Paragraph 13 of Part III - Sponsor's Assurances of the aforesaid Project Application.

12. By its acceptance hereof, the Sponsor hereby convenants that to the extent it has or may have either present or future control over each area identified on the Exhibit "A" as "clear zone", and unless exceptions to or deviations from the following obligations have been granted to the Sponsor in writing by the FAA, it will clear said area or areas of any existing structure or any natural growth which constitutes an obstruction to air navigation with the standards established by Section 77.23 as applied to Section 77.27, Part 77 of the Federal Aviation Regulations; and the Sponsor further covenants that it will control the subsequent erection of structures and control natural growth to the extent necessary to prevent the creation of obstructions within said standards.

13. The Sponsor hereby further convenants that it will not permit any permanent-type structures, other than structures required for aids to air navigation and such other structures as may be specifically excepted in writing by the FAA, to be erected on, and that it will cause any

existing structures to be removed from, each area identified on the Exhibit "A" as "clear zone" or any portions thereof, concerning which the Sponsor has acquired a fee interest with Federal financial assistance, irrespective of whether such structures constitute an obstruction to air navigation.

14. It is hereby understood and agreed by and between the parties hereto that Paragraph 7 of Part III - Sponsor's Assurances of the aforesaid Project Application shall be considered to be amended by deletion of the words "Section A of FAA Technical Standard Order No. N18 or Advisory Circular (AC) No. 150/5300.1, whichever is applicable according to the currently approved Airport Layout Plan", and by substitution therefor of the following: "Section 77.23 as applied to Section 77.27, Part 77 of the Federal Aviation Regulations."

15. It is understood and agreed that the terms "Administrator of the Federal Aviation Agency", "Administrator" or "Federal Aviation Agency" wherever they appear in this Agreement, in the Project Application, plans and specifications or other documents constituting a part of this Agreement shall be deemed to mean the Federal Aviation Administrator or the Federal Aviation Administration as the case may be.

16. The Sponsor –

(a) Will not grant or permit any exclusive right forbidden by section 308(a) of the Federal Aviation Act of 1958 (49 U.S.C. 1349 (a) ) at the airport, or at any other airport now or hereafter owned or controlled by it;

(b) Agrees that, in furtherance of the policy of the FAA under this covenant, unless authorized by the Administrator, it will not, either directly or indirectly, grant or permit any person, firm or corporation the exclusive right at the airport, or at any other airport now or hereafter owned or controlled by it, to conduct any aeronautical activities, including, but not limited to, charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity;

(c) Agrees that it will terminate any existing exclusive right to engage in the sale of gasoline or oil, or both, granted before July 17, 1962, at such an airport, at the earliest renewal, cancellation, or expiration date applicable to the agreement that established the exclusive right; and

(d) Agrees that it will terminate any other exclusive right to conduct any aeronautical activity now existing at such an airport before the grant of any assistance under the Federal Airport Act.

17. The Sponsor further covenants that it will not cause or permit any structure or object of natural growth to extend above the plane of the light path within the land area (presently, or hereafter owned or controlled by the Sponsor) comprising the site of any Approach Lighting System serving the aforesaid airport (an ALS site being an area extending 3200 feet outward from the approach end of the runway served and 400 feet in width located symmetrically about the projected runway centerline).

18. The Sponsor hereby covenants and agrees that the United States shall not make, nor shall it be obligated to make, any grant payment under this project until an Agency and Participation Agreement has been entered into by and between the City of Chicago, as principal, and the State of Illinois, Department of Aeronautics, as agent, and the same has been determined by the FAA to be consonant with the applicable statutes of the State of Illinois.

19. It is understood and agreed by and between the parties hereto that this Grant Offer is made and accepted upon the basis of preliminary plans and specifications submitted with the Project Application; and the parties hereby covenant and agree that the Sponsor shall furnish final plans and specifications to the FAA and that no construction work shall be commenced hereunder nor will there be any advertisement for bids for accomplishment of such work until the said final plans and specifications have been approved by the FAA; and the parties do hereby further covenant and agree that any reference made in this Grant Offer or in the aforesaid Project Application to plans and specifications shall be considered as having reference to said final plans and specifications as so approved.

20. The Federal Government does not plan or contemplate providing during the current year for the construction of any additional structures pursuant to the provisions of Paragraph 9 of Part III - Sponsor's Assurances of the aforesaid Project Application, and, therefore, it is understood and agreed that the Sponsor is under no obligation under the terms of this Grant Agreement to furnish any such area or rights without cost to the Federal Government. However, nothing contained herein shall be construed as altering or changing the rights of the United States and/or the obligation of the Sponsor under previous Grant Agreements respecting being furnished and furnishing of rent free building space for the activities specified in such Agreements.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and said Offer and Acceptance shall comprise a Grant Agreement, as provided by the Federal Airport Act, constituting the obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and the operation and maintenance of the Airport. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer and shall remain in full force and effect throughout the useful life of the facilities developed under the Project but in any event not to exceed twenty years from the date of said acceptance.

UNITED STATES OF AMERICA
FEDERAL AVIATION ~~AGENCY~~ ADMINISTRATION
By
Manager (TITLE) Chicago Area,

## Part II-Acceptance

The does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept said Offer and by such acceptance agrees to all of the terms and conditions thereof.

Executed this .................. day of ............................, 19.....

....................................
(Name of Sponsor)

By ....................................

(SEAL)

Title ....................................

Attest: ................................

Title: ................................

CERTIFICATE OF ~~SPONSOR'S~~ CO-SPONSOR'S ATTORNEY

I, .... ..........................., acting as Attorney for ................................, (herein referred to as the "Sponsor") do hereby certify:

That I have examined the foregoing Grant Agreement and the proceedings taken by said Sponsor relating thereto, and find that the Acceptance thereof by said Sponsor has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the State of ..... ..................... ...., and further that, in my opinion, said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at ........................... this ........ day of ..........................., 19....

....................................

Title ....................................

UNITED STATES OF AMERICA
FEDERAL AVIATION AGENCY

# PROJECT APPLICATION

*(For Federal Aid for Development of Public Airports)*

## Part I—PROJECT INFORMATION

The City of Chicago (herein called the "Sponsor") hereby makes application to the Federal Aviation Agency (hereinafter called the "FAA"), for a grant of Federal funds pursuant to the Federal Airport Act and the Regulations issued thereunder, for the purpose of aiding in financing a project (herein called the "Project") for development of the Chicago Midway Airport (herein called the "Airport") located in Chicago, Cook County State of Illinois.

It is proposed that the Project consist of the following-described airport development:

1. Emergency Stand-By Power,
2. Terminal Apron Ramp Lighting,

all as more particularly described on the property map attached (hereto as Exhibit "A")* (as Exhibit "A" to Project Application dated ________ for Project No. 9-11-016 )*, and in the plans and specifications submitted to the FAA on JUN 9 1969, which are made a part hereof.

---

*Strike out the inappropriate clause.

[Items No. 1 and 2 printed on pages 7268-7269 of this Journal]

THE FOLLOWING IS A SUMMARY OF THE ESTIMATED COSTS OF THE PROJECT:

| ITEM | TOTAL ESTIMATED COST | ESTIMATED SPONSOR'S SHARE OF COST | | ESTIMATED FEDERAL SHARE OF COST | |
|---|---|---|---|---|---|
| | | AMOUNT | PER-CENT | AMOUNT | PER-CENT |
| 1. LAND COSTS | -0- | -0- | -0- | -0- | -0- |
| 2. CONSTRUCTION COSTS | 231,690 | | | | |
| 3. ENGINEERING AND SUPERVISION COSTS | 20,100 | | | | |
| 4. ADMINISTRATIVE COSTS | -0- | | | | |
| 5. Total of 2, 3, and 4 above | 251,790 | 106,849 | 42.44 | 144,941 | 57.56 |
| 6. CONTINGENCIES | 23,210 | 9,851 | 42.44 | 13,359 | 57.56 |
| 7. TOTAL ALL ESTIMATED PROJECT COSTS (Items 1, 5, and 6) | 275,000 | 116,700 | | 158,300 | |

## Part II–REPRESENTATIONS

**The Sponsor hereby represents and certifies as follows:**

**1. Legal Authority.—The Sponsor has the legal power and authority: (1) to do all things necessary in order to undertake and carry out the Project in conformity with the Act and the Regulations; (2) to accept, receive, and disburse grants of funds from the United States in aid of the Project, on the terms and conditions stated in the Act and the Regulations; and (3) to carry out all of the provisions of Parts III and IV of this Project Application.**

**2. Funds.—The Sponsor now has on deposit, or is in a position to secure, $ 116,700.00 for use in defraying the costs of the Project. The present status of these funds is as follows:**

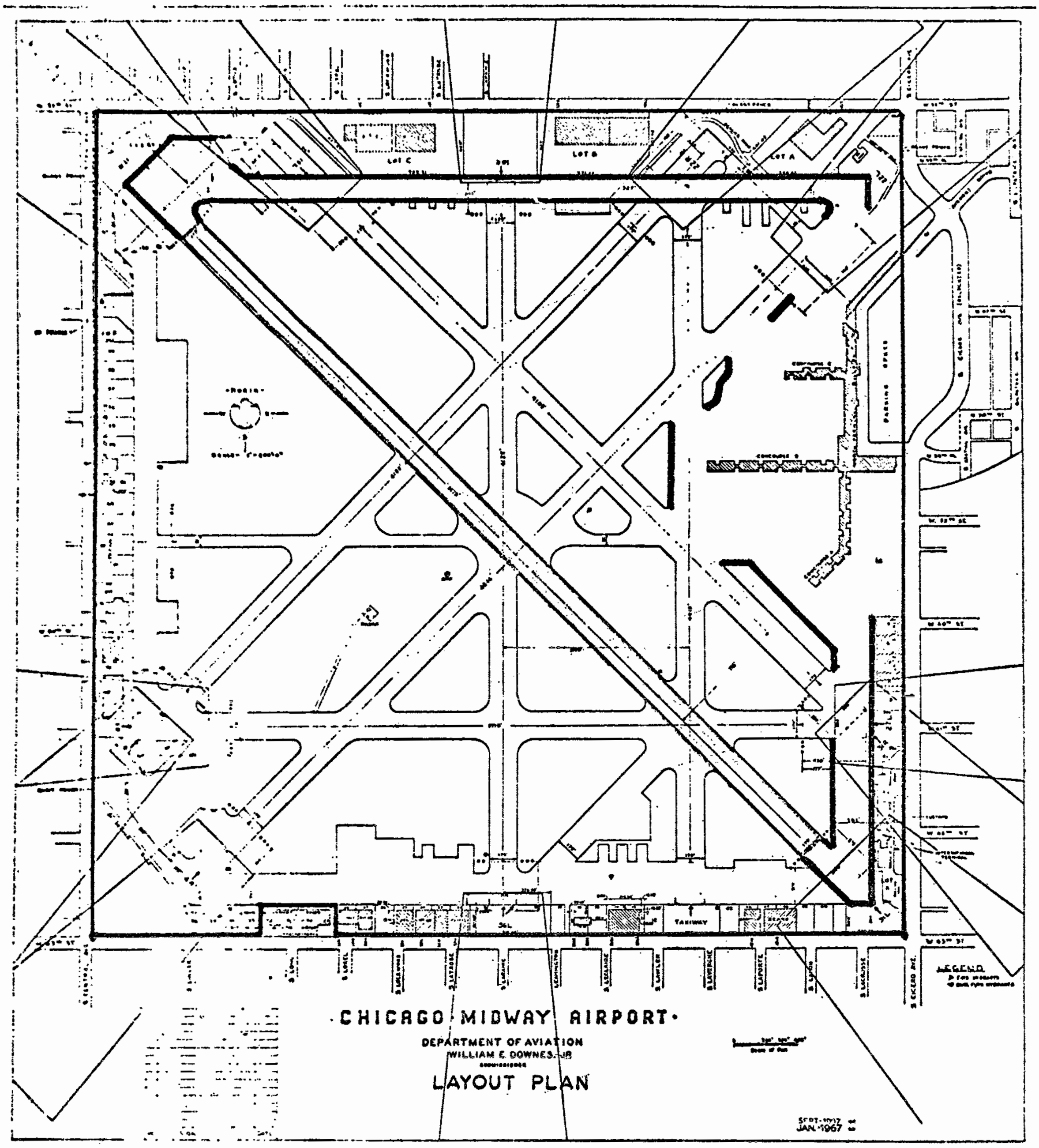
State of Illinois
76th General Assembly
Senate Bill 909------------------------$116,700.00.

**3. Compatible Land Use.—The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:**

**Chapter 194 A**
**Municipal Code of Chicago**
**Chicago Zoning Ordinance**
**Passed by City Council May 29, 1957.**

This is to certify that the Department of Aeronautics, State of Illinois, has with the approval of the Governor, allocated and made available to this project, for payment of such project costs as are not barred by Sections 34 and 41 of the Illinois Aeronautics Act, from funds appropriated to this Department by and under Section 6, Senate Bill 909, 76th General Assembly of the Fiscal Year 1970. The amount of the participation will be as follows: on project costs eligible for fifty per cent FAA participation, the State will participate up to FIFTY AND NO/100— per cent (50.0 %); on project costs eligible for seventy-five per cent FAA participation, the State will participate up to TWENTY-FIVE AND NO/100— per cent (25.0%); and on project costs eligible for no FAA participation, the State will participate up to FIFTY AND NO/100— per cent (50.0%). Subject to the approval of the Governor, the State will participate to the extent of the aforesaid percentages in all allowable and justifiable overruns, but in no event shall the Department's financial participation in the overruns and contingencies cost cause the total amount of the State's participation in the overall project to exceed $ 116,700.00. Payments to the contractor and/or engineer shall be made from time to time on the basis of field reports submitted by the Project Engineer and approved by the Chief Engineer, up to said maximum State funds committed.

J.E. Wenzel, Director
Illinois Department of Aeronautics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CHICAGO MIDWAY AIRPORT
DEPARTMENT OF AVIATION
WILLIAM E. DOWNES, JR
COMMISSIONER
LAYOUT PLAN
JAN-1967

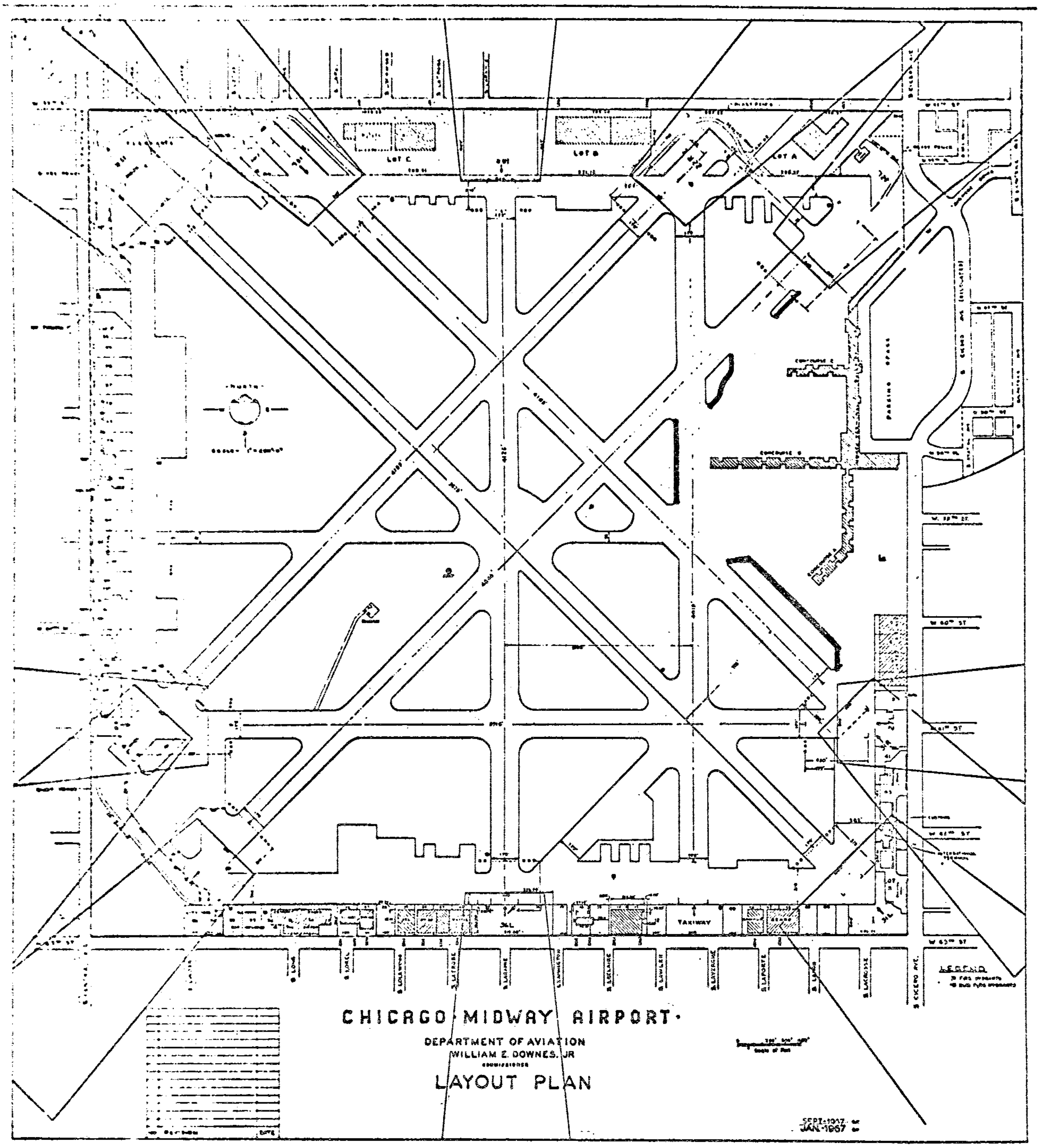
STAND-BY POWER

▭ — RUNWAYS

▨ — TAXIWAYS

—— AIRPORT LEASE BOUNDRY

ITEM 1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CHICAGO MIDWAY AIRPORT
DEPARTMENT OF AVIATION
WILLIAM E. DOWNES, JR
COMMISSIONER
LAYOUT PLAN
SEPT-1947
JAN-1967

▭ — APRON RAMP LIGHTING

ITEM 2

4. **Approvals of Other Agencies.**—The Project has been approved by all non-Federal agencies whose approval is required, namely:

Department of Aeronautics
State of Illinois
Chicago Plan Commission
Dept. of City Planning
City of Chicago

5. **Defaults.**—The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

NONE,

6. **Possible Disabilities.**—There are no facts or circumstances (including the existence of effective or proposed leases, use agreements, or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of Parts III and IV of the Project Application, either by limiting its legal or financial ability or otherwise, except as follows:

NONE,

7. **Land.**—(a) The Sponsor holds the following property interest in the following areas of land[1] which are to be developed or used as part of or in connection with the Airport, subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

Leasehold from the Board of Education of the City of Chicago to the City of Chicago as passed by City Council, December 30, 1930, as amended, under dates of June 20, 1938, July 20, 1938, September 28, 1938, January 25, 1957, December 3, 1964, August 25, 1966, for term ending December 31, 1980. Negotiations are pending to amend the term of the basic lease with the Board of Education.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests. The status of title is the same as submitted in the previous Federal Project.

---

[1] Sate character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.
(9-64)

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land[1] on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

NONE,

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land[1] which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

NONE,

---

[1] Sate character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

# Part III–SPONSOR'S ASSURANCES

In order to furnish the assurances required by the Act and Regulations the Sponsor hereby covenants and agrees with the United States, as follows:

1. These covenants shall become effective upon acceptance by the Sponsor of an offer of Federal aid for the Project or any portion thereof, made by the FAA and shall constitute a part of the Grant Agreement thus formed. These covenants shall remain in full force and effect throughout the useful life of the facilities developed under this Project, but in any event not to exceed twenty (20) years from the date of said acceptance of an offer of Federal aid for the Project.

2. The Sponsor will operate the Airport as such for the use and benefit of the public. In furtherance of this covenant (but without limiting its general applicability and effect), the Sponsor specifically agrees that it will keep the Airport open to all types, kinds, and classes of aeronautical use without discrimination between such types, kinds, and classes: *Provided,* That the Sponsor may establish such fair, equal, and not unjustly discriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the Airport; *And Provided Further,* That the Sponsor may prohibit or limit any given type, kind, or class of aeronautical use of the Airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

3. The Sponsor will not grant or permit any exclusive right for the use of the airport forbidden by Section 308 of the Federal Aviation Act of 1958, and will otherwise comply with all applicable laws. In furtherance of this covenant (but without limiting its general applicability and effect), the Sponsor specifically agrees that, unless authorized by the Administrator, it will not, either directly or indirectly, grant or permit any person, firm, or corporation the exclusive right for the conduct of any aeronautical activities on the Airport, including but not limited to, charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity: *Provided,* That the prohibition against the grant or permit of an exclusive right as set forth herein in no way alters the rights or obligations of the Sponsor under a surplus property instrument of transfer pursuant to which surplus property was conveyed to the Sponsor by the United States pursuant to the *Surplus Property Act of 1944, (61 Stat. 678), as amended.*

4. The Sponsor agrees that it will operate the Airport for the use and benefit of the public, on fair and reasonable terms, and without unjust discrimination. In furtherance of this covenant (but without limiting its general applicability and effect), the Sponsor specifically covenants and agrees:

a. That in its operation and the operation of all facilities on the airport, neither it nor any person or organization occupying space or facilities thereon will discriminate against any person or class of persons by reason of race, color, creed, or national origin in the use of any of the facilities provided for the public on the Airport.

b. That in any agreement, contract, lease, or other arrangement under which a right or privilege at the Airport is granted to any person, firm, or corporation to render to the public any service (including the furnishing or sale of any aeronautical parts, materials, or supplies) essential to the operation of aircraft at the Airport, the Sponsor will insert and enforce provisions requiring the contractor:

(1) to furnish said service on a fair, equal, and not unjustly discriminatory basis to all users thereof, and

(2) to charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; *Provided,* That the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. That it will not exercise or grant any right or privilege which would operate to prevent any person, firm, or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance and repair) that it may choose to perform.

d. In the event the Sponsor itself exercises any of the rights and privileges referred to in subsection b, the services involved will be provided on the same conditions as would apply to the furnishing of such services by contractors or concessionaires of the Sponsor under the provisions of such subsection b.

5. Nothing contained herein shall be construed to prohibit the granting or exercise of an exclusive right for the furnishing of nonaviation products and supplies or any service of a nonaeronautical nature or to obligate the Sponsor to furnish any particular nonaeronautical service at the Airport.

6. The Sponsor will operate and maintain in a safe and serviceable condition the Airport and all facilities thereon and connected therewith which are necessary to serve the aeronautical users of the Airport other than facilities owned or controlled by the United States, and will not permit any activity thereon which would interfere with its use for airport purposes: *Provided,* That nothing contained herein shall be construed to require that the Airport be operated for aeronautical uses during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance; *And Provided Further,* That nothing herein shall be construed as requiring the maintenance, repair, restoration or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the Sponsor.

7. Insofar as it is within its power and reasonably possible, the Sponsor will, either by the acquisition and retention of easements or other interests in or rights for the use of land or airspace or by the adoption and enforcement of zoning regulations, prevent the construction, erection, alteration, or growth of any structure, tree, or other object in the approach areas of the runways of the Airport, which would constitute an obstruction to air navigation according to the criteria or standards prescribed in Section A of FAA Technical Standard Order No. N18, or Advisory Circular (AC) No. 150/5300–1, whichever is applicable according to the currently approved airport layout plan. In addition, the Sponsor will not erect or permit the erection of any permanent structure or facility which would interfere materially with the use, operation, or future development of the Airport, in any portion of a runway approach area in which the Sponsor has acquired, or may hereafter acquire, property interests permitting it to so control the use made of the surface of the land.

8. All facilities of the Airport developed with Federal aid and all those usable for the landing and taking off of aircraft, will be available to the United States at all times, without charge, for use by military and naval aircraft in common with other aircraft, except that if the use by military and naval aircraft is substantial, a reasonable share, proportional to such use, of the cost of operating and maintaining facilities so used, may be charged. Unless otherwise determined by the FAA, or otherwise agreed to by the Sponsor and the using agency, substantial use of an airport by military and naval aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the FAA, would unduly interfere with use of the landing area by other authorized aircraft, or during any calendar month that:

a. Five (5) or more military or naval aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement and each takeoff as a movement) of military or naval aircraft is 300 or more, or the gross accumulative weight of military or naval aircraft using the Airport (the total movements of military or naval aircraft multiplied by gross certified weights of such aircraft) is in excess of five million pounds.

9. Whenever so requested by the FAA, the Sponsor will furnish without cost to the Federal Government, for construction, operation and maintenance of facilities for air traffic control activities, or weather reporting activities and communication activities related to air traffic control, such areas of land or water, or estate therein, or rights in buildings of the Sponsor as the FAA may consider necessary or desirable for construction at Federal expense of space or facilities for such purposes. The approximate amounts of areas and the nature of the property interests and/or rights so required will be set forth in the Grant Agreement relating to the Project. Such areas or any portion thereof will be made available as provided herein within 4 months after receipt of written request from the FAA.

10. The Sponsor will furnish the FAA with such annual or special airport financial and operational reports as may be reasonably requested. Such reports may be submitted on forms furnished by the FAA, or may be submitted in such manner as the Sponsor elects so long as the essential data are furnished. The Airport and all airport records and documents affecting the Airport, including deeds, leases, operation and use agreements, regulations, and other instruments, will be made available for inspection by any duly authorized representative of the FAA upon reasonable request. The Sponsor will furnish to the FAA, upon request, a true copy of any such document.

11. The Sponsor will not enter into any transaction which would operate to deprive it of any of the rights and powers necessary to perform any or all of the covenants made herein, unless by such transaction the obligation to perform all such covenants is assumed by another public agency found by the FAA to be eligible under the Act and Regulations to assume such obligations and having the power, authority, and financial resources to carry out all such obligations. If an arrangement is made for management or operation of the Airport by any agency or person other than the Sponsor or an employee of the Sponsor, the Sponsor will reserve sufficient rights and authority to insure that the Airport will be operated and maintained in accordance with the Act, the Regulations, and these covenants.

12. The Sponsor will keep up to date at all times an airport layout plan of the Airport showing (1) the boundaries of the Airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Sponsor for airport purposes, and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and (3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon. Such airport layout plan, and each amendment, revision, or modification thereof, shall be subject to the approval of the FAA, which approval shall be evidenced by the signature of a duly authorized representative of the FAA on the face of the airport layout plan. The Sponsor will not make or permit the making of any changes or alterations in the Airport or any of its facilities other than in conformity with the airport layout plan as so approved by the FAA, if such changes or alterations might adversely affect the safety, utility, or efficiency of the Airport.

13. Insofar as is within its power and to the extent reasonable, the Sponsor will take action to restrict the use of land adjacent to or in the immediate vicinity of the Airport to activities and purposes compatible with normal airport operations including landing and takeoff of aircraft.

14. If at any time it is determined by the FAA that there is any outstanding right or claim of right in or to the Airport property, other than those set forth in Part II, paragraphs 7(a), 7(b), and 7(c), the existence of which creates an undue risk of interference with the operation of the Airport or the performance of the covenants of this Part, the Sponsor will acquire, extinguish, or modify such right or claim of right in a manner acceptable to the FAA.

15. Unless the context otherwise requires, all terms used in these covenants which are defined in the Act and the Regulations shall have the meanings assigned to them therein.

## Part IV–PROJECT AGREEMENT

If the Project or any portion thereof is approved by the FAA, and an offer of Federal aid for such approved Project is accepted by the Sponsor, it is understood and agreed that all airport development included in such Project will be accomplished in accordance with the Act and the Regulations, the plans and specifications for such development, as approved by the FAA, and the Grant Agreement with respect to the Project.

IN WITNESS WHEREOF, the Sponsor has caused this Project Application to be duly executed in its name, this 3rd day of June, 1969.

[Signature forms omitted]

### NON-DISCRIMINATION IN A FEDERALLY ASSISSTED PROGRAM OF THE FEDERAL AVIATION ADMINISTRATION.

In order to furnish the assurances required by Title VI of the Civil Rights Act of 1964 and by Part 15 of the Federal Aviation Regulations as amended, the Sponsor named below (hereinafter called the "Sponsor") hereby covenants and agrees with the United States (hereinafter called the Government) as follows:

The Sponsor, in the operation and use of the airport listed below will not on the grounds of race, color, or national origin discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part 15 of the Federal Aviation Regulations.

The Sponsor will also include, or require the inclusion, in every agreement or concession pursuant to which any person, other than the Sponsor, operates or has the right to operate any facility on the Airport providing services to the public, the foregoing covenant as an obligation assumed by that person, together with a provision granting the Sponsor the right to take such action as the Government may direct to enforce that covenant.

Non-compliance with the above assurances shall constitute a material breech, and in the event of such non-compliance the Government may take appropriate action to enforce compliance, may terminate the Grant Agreement to which this covenant relates, or seek judicial enforcement.

The covenant shall become effective upon execution of a Grant Agreement pursuant to the below identified Project Application and shall constitute part of the Grant Agreement to which it relates and shall remain in full force and effect so long as the airport covered by such agreement continues to be used and operated as a public airport.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

(continued from page 7258)

3. As between the Municipality, the State of Illinois and the United States, the Municipality shall be the contractual party to such construction contract or contracts as shall be entered into for the accomplishment of the project, subject only to the agency provisions hereinafter set out.
4. Plans, specifications and estimates for said project have been prepared by or at the instance of the Municipality.
5. The Municipality will provide adequate, capable and qualified Illinois Licensed resident project engineer(s) and materials testing technician(s) and will further prepare and transmit such project reports as shall be required by the Federal Aviation Administration, or the Department, including semi-final and a final inspection report on the project work (or if more than one construction contract is involved, then on each phase of the project work which is covered by separate contract) to the Department, and in conjunction with such final inspection report or reports shall certify to the Department that the work involved has been fully completed in accordance with the plans, specifications and contracts, as the same shall have been modified or supplemented by change order, supplementary contract or otherwise, and that such work is accepted.
6. The Municipality hereby designates the Department, as its Agent, and the Department hereby accepts said designation to act as Agent for the Municipality.
   (a) To exercise such direction of the project work as its personnel will permit but limited to a determination that the project is being completed in accordance with plans and specifications, provided that neither the Department nor the State shall be held responsible or be chargeable for any damage resulting from performance or attempted performance of said project work or for any other cause or reason.
   (b) To accept, endorse and deliver to the Municipality, without recourse, all warrants issued by the United States in aid of said project pursuant to this agreement.
7. The Municipality shall be a signatory party, in its own name, stead, right and behalf, to the Project Application made or to be made to the Federal Aviation Administration, to the Acceptance of such Grant Offer as shall be tendered by the United States, through the Federal Aviation Administration, to any and all Amendments to such Grant Agreement as shall be executed, and to any and all Applications for Grant payments (Form FAA 5100-6). The Department shall be furnished with one (1) executed copy of each of these documents.
8. The total cost of the project is Two Hundred and Fifty Three Thousand, Twenty Four Dollars ($253,024.00). The estimated total of construction costs for said project is Two Hundred and Twenty One Thousand, Nine Hundred and Fifty Dollars ($221,950.00). The Department hereby agrees, with approval of the Governor, to participate in the project, for payment of such construction costs as are not barred by Section 34 of the Illinois Aeronautics Act, from funds appropriated to the Department by and under House Bill No. 909, 76th General Assembly to the extent hereinafter stated. Payments to the Contractor shall be made from time to time on the basis of field reports submitted by the Project Engineer and approved by the Chief Engineer, up to said maximum State funds committed.

   On the basis of the Tentative Allocation issued by the Federal Aviation Administration, it is expected that a Grant Offer from the United States will be tendered in the approximate amount of One Hundred Forty Three Thousand, Six Hundred Dollars ($143,600.00). It is understood that the Department will contribute the sum of One Hundred Sixteen Thousand, Seven Hundred Dollars ($116,700.00) for the accomplishment of the project. However, the Municipality specifically agrees that in any event it will pay on project construction costs any amount by which the total of actual project construction costs may and shall exceed the sum of the State funds, as are herein committed, and the Federal funds granted to or allowed and paid on project construction costs, as the same may be incurred by reason of contingencies, overruns, engineering errors, or otherwise, in order to complete the work called for by the project Grant Agreement with the United States, and the Project Plans and Specifications, as the same may, with the express consent and approval of the Municipality, be amended, changed, modified or supplemented subject, however, and only to the limitations as to revenue raising and restrictions on bonded indebtedness imposed by State Statute and constitution.
9. All disbursements of State funds in connection with said project shall be made on the following basis:
   (a) The Municipality shall establish an account in which shall be deposited all State funds (and in which may be deposited Federal funds) pertaining to the project. All State funds granted for said project shall be deemed to be trust funds, and shall be applied by the Municipality for the purpose for which they were granted by the Department. The Municipality shall have the right to draw checks against said Account, or make withdrawals therefrom, and the bank or banks in which said funds are deposited shall be under no obligation to see to the application of said funds. The Department shall be furnished with copies of the vouchers authorizing withdrawals of funds from said account.
   (b) The Municipality shall transmit to the Department, from time to time, written requests for funds comprising part of the grant being made by the Department for the purposes of said project, which requests shall be in such form and shall contain such information, and which shall be accompanied by such supporting reports, certifications, approvals, authorizations, bills, or other documents, as the Department may require.

(c) When satisfied that it is lawful and proper for the requested funds to be provided, the Department will prepare, execute and deliver to the appropriate State department, agency or official all necessary vouchers or documents required to induce the action thereof in providing such funds. The Department may, if it so desires, supply the Municipality with the forms of vouchers or documents, aforesaid, and require the Municipality to fill in and prepare said forms for the Department's execution.

10. The Municipality agrees to comply at all times with the conditions prescribed in said Section 34 with respect to which the Municipality is required to satisfy the Department under the terms thereof.

11. The Municipality shall file with the Department such reports concerning the matters covered by this agreement, including the use, operation and maintenance of the Airport, as the Department may require from time to time.

12. Notices, reports or other communications required by or transmitted pursuant to this agreement to the Department shall be directed to the attention of the Director of Aeronautics, Department of Aeronautics, State of Illinois, Capital Airport, Springfield, Illinois.

13. To the extent that the Project Grant Agreement requires, this agreement is made subject and subordinate to the provisions thereof.

14. This contract shall be and is deemed to be one entered into pursuant to the Illinois Aeronautics Act of the State of Illinois, and shall be construed and given effect in accordance with said Act and not otherwise.

In Witness Whereof, the parties hereto have caused this Agreement to be executed and their respective seals affixed as of the date hereafter set forth.

[Signature forms omitted]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### Execution of Grant Agreement Authorized with U.S.A. for Installation of Taxiway Lights and Paving for Additional Plane Parking Areas at Merrill C. Meigs Field (Project No. 9-11-002-7009).

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, to authorize execution of a grant agreement with United States of America for installation of taxiway lights and for paving for additional plane parking areas at Merrill C. Meigs Field (Project No. 9-11-002-7009).

On motion of Alderman Keane the said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Kuta, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, Wigoda—42.

*Nays*—None.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Mayor, on behalf of the City of Chicago, is authorized to execute and the City Clerk to attest, upon approval of the Corporation Counsel as to form and legality, a Grant Agreement between the City of Chicago and the United States of America, said agreement to be in substantially the following form:

[Grant Agreement attached to this ordinance printed on pages 7276-7290 of this Journal]

### Execution of Agency and Participation Agreement Authorized with State of Illinois for Merrill C. Meigs Field (Project 70A-8-491).

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, to authorize execution of an Agency and Participation Agreement for Merrill C. Meigs Field (Project No. 70A-8-491).

On motion of Alderman Keane the said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Kuta, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, Wigoda—42.

*Nays*—None.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Mayor, on behalf of the City of Chicago, is authorized to execute and the City Clerk to attest, upon approval of the Corporation Counsel as to form and legality, an Agency and Participation Agreement between the City of Chicago and the State of Illinois, Department of Aeronautics, said agreement to be in substantially the following form:

Agency and Participation Agreement
(State and Federally Assisted
Airport Construction)
State Project No. 70A-8-491

This Agreement, made and entered into by and between the Department of Aeronautics (hereinafter referred to as "Department"), for and in behalf of the State of Illinois, as Party of the First Part, and the City of Chicago, State of Illinois (hereinafter referred to as "Municipality"), as Party of the Second Part.

WITNESSETH:

Whereas, the Municipality desires to sponsor a project for the further inmprovement of a public air navigation facility, known or to be designated as Merrill C. Meigs Field, under the Federal Aid Airport Program and the provisions of the Federal

(Continued on page 7291)

FEDERAL AVIATION ~~AGENCY~~
ADMINISTRATION

# GRANT AGREEMENT

## Part 1-Offer

Date of Offer 21 NOV 1969

Merrill C. Meigs Field Airport

Project No. 9-11-002-7009

Contract No. DOT-FA-70-CE-5591

TO: City of Chicago, Illinois and the Illinois
Department of Aeronautics, State of Illinois, Co-Sponsors
(herein referred to as the "Sponsor")

FROM: The United States of America (acting through the Federal Aviation Agency, herein referred to as the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated 14 October 1969, for a grant of Federal funds for a project for development of the Merrill C. Meigs Field Airport (herein called the "Airport"), together with plans and specifications for such project, which Project Application, as approved by the FAA is hereby incorporated herein and made a part hereof; and

WHEREAS, the FAA has approved a project for development of the Airport (herein called the "Project") consisting of the following-described airport development:

Install taxiway and apron lighting; construct additional apron (approximately 12,100 sq. yds.) including aircraft tie downs,

all as more particularly described in the property map and plans and specifications incorporated in the said Project Application;

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of the Federal Airport Act, as amended (49 U.S.C. 1101), and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application, and its acceptance of this Offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and the operation and maintenance of the Airport as herein provided, THE FEDERAL AVIATION AGENCY, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay, as the United States share of the allowable costs incurred in accomplishing the Project, 50 percentum thereof.

This Offer is made on and subject to the following terms and conditions:

1. The maximum obligation of the United States payable under this Offer shall be $ 105,350.00.

2. The Sponsor shall:

   (a) begin accomplishment of the Project within --ninety-- days after acceptance of this Offer or such longer time as may be prescribed by the FAA, with failure to do so constituting just cause for termination of the obligations of the United States hereunder by the FAA;

   (b) carry out and complete the Project without undue delay and in accordance with the terms hereof, the Federal Airport Act, and Sections 151.45-151.55 of the Regulations of the Federal Aviation Agency (14 CFR 151) in effect as of the date of acceptance of this Offer; which Regulations are hereinafter referred to as the "Regulations";

   (c) carry out and complete the Project in accordance with the plans and specifications and property map, incorporated herein, as they may be revised or modified with the approval of the FAA.

3. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under Section 151.41 (b) of the Regulations.

4. Payment of the United States share of the allowable project costs will be made pursuant to and in accordance with the provisions of Sections 151.57 - 151.63 of the Regulations. Final determination as to the allowability of the costs of the project will be made at the time of the final grant payment pursuant to Section 151.63 of the Regulations: Provided, that, in the event a semi-final grant payment is made pursuant to Section 151.63 of the Regulations, final determination as to the allowability of those costs to which such semi-final payment relates will be made at the time of such semi-final payment.

5. The Sponsor shall operate and maintain the airport as provided in the Project Application incorporated herein and specifically covenants and agrees, in accordance with its Assurance 4 in Part III of said Project Application, that in its operation and the operation of all facilities thereof, neither it nor any person or organization occupying space or facilities thereon will discriminate against any person or class of persons by reason of race, color, creed or national origin in the use of any of the facilities provided for the public on the airport.

6. The FAA reserves the right to amend or withdraw this Offer at any time prior to its acceptance by the Sponsor.

7. This Offer shall expire and the United States shall not be obligated to pay any part of the costs of the Project unless this Offer has been accepted by the Sponsor on or before 30 January 1970 or such subsequent date as may be prescribed in writing by the FAA.

8. In addition the Sponsor shall:

   (a) Incorporate or cause to be incorporated in each contract for construction work under the project, or any modification thereof, the equal opportunity clause as set forth in Section 202 of Executive Order No. 11246 of September 24, 1965, or such modification thereof as may be approved by the Secretary of Labor.

   (b) Incorporate or cause to be incorporated in each bid or proposal form submitted by prospective contractors for construction work under the project the provisions prescribed by Section 151.54(d)(1), Part 151, Federal ~~Aviation Regulations~~.

   (c) Be bound by said equal opportunity clause in any Federally assisted construction work in which it participates.

   (d) Cooperate actively with the FAA and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations and relevant orders of the Secretary of Labor.

   (e) Furnish the FAA and the Secretary of Labor such information as they may require for the supervision of such compliance and will otherwise assist the FAA in the discharge of its primary responsibility for securing compliance.

   (f) Refrain from entering into any contract or contract modification subject to Executive Order No. 11246 with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and Federally assisted construction contracts pursuant to Part II, Subpart D of Executive Order No. 11246.

   (g) Carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the FAA and the Secretary of Labor pursuant to Part II, Subpart D of Executive Order No. 11246; and in the event that the sponsor fails or refuses to comply with its undertakings, the FAA may cancel, terminate or suspend in whole or in part any contractual arrangement it may have with the Sponsor, may refrain from extending any further assistance under any of its programs subject to Executive Order 11246 until satisfactory assurance of future compliance has been received from such applicant, or may refer the case to the Department of Justice for appropriate legal proceedings.

9. It is understood and agreed that each contract awarded for construction work under this project is subject to the provisions of the Work-Hours Act of 1962, Public Law 87-581. It is further understood and agreed that each contract will contain stipulations requiring the contractor or subcontractor to pay wages to all laborers and mechanics employed on work in conformance with the provisions of the Act and that the Sponsor may withhold or cause to be withheld from the contractor or subcontractor so much of the accrued payments as may be considered necessary to pay laborers and mechanics employed by any such contractor or subcontractor on the work the full amount of wages required by the contract and such sums as may administratively be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for liquidated damages as provided by the Act. It is also understood and agreed that, in the event of failure of any contractor or subcontractor to pay any laborer or mechanic employed or working on the site of the work all or part of the wages required by the contract, the FAA may, after written notice to the Sponsor, withhold from the Sponsor so much of the accrued payments or advances representing unpaid wages and liquidated damages.

10. The Sponsor hereby convenants and agrees that its financial records of the project, established, maintained and made available to personnel of the FAA in conformity to Section 151.55 of the Regulations of the Federal Aviation Agency (14 CFR 151) will also be available to representatives of the Comptroller General of the United States.

11. By its acceptance of this Grant Offer the Sponsor agrees that insofar as is within its powers and to the extent reasonable, the Sponsor will take action to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and take-off of aircraft, in furtherance of its undertaking as set forth in Paragraph 13 of Part III - Sponsor's Assurances of the aforesaid Project Application.

12. By its acceptance hereof, the Sponsor hereby convenants that to the extent it has or may have either present or future control over each area identified on the Exhibit "A" as "clear zone", and unless exceptions to or deviations from the following obligations have been granted to the Sponsor in writing by the FAA, it will clear said area or areas of any existing structure or any natural growth which constitutes an obstruction to air navigation with the standards established by Section 77.23 as applied to Section 77.27, Part 77 of the Federal Aviation Regulations; and the Sponsor further covenants that it will control the subsequent erection of structures and control natural growth to the extent necessary to prevent the creation of obstructions within said standards.

13. The Sponsor hereby further convenants that it will not permit any permanent-type structures, other than structures required for aids to air navigation and such other structures as may be specifically excepted in writing by the FAA, to be erected on, and that it will cause any

existing structures to be removed from, each area identified on the Exhibit "A" as "clear zone" or any portions thereof, concerning which the Sponsor has acquired a fee interest with Federal financial assistance, irrespective of whether such structures constitute an obstruction to air navigation.

14. It is hereby understood and agreed by and between the parties hereto that Paragraph 7 of Part III - Sponsor's Assurances of the aforesaid Project Application shall be considered to be amended by deletion of the words "Section A of FAA Technical Standard Order No. N18 or Advisory Circular (AC) No. 150/5300.1, whichever is applicable according to the currently approved Airport Layout Plan", and by substitution therefor of the following: "Section 77.23 as applied to Section 77.27, Part 77 of the Federal Aviation Regulations."

15. It is understood and agreed that the terms "Administrator of the Federal Aviation Agency", "Administrator" or "Federal Aviation Agency" wherever they appear in this Agreement, in the Project Application, plans and specifications or other documents constituting a part of this Agreement shall be deemed to mean the Federal Aviation Administrator or the Federal Aviation Administration as the case may be.

16. The Sponsor –

    (a) Will not grant or permit any exclusive right forbidden by section 308(a) of the Federal Aviation Act of 1958 (49 U.S.C. 1349 (a) ) at the airport, or at any other airport now or hereafter owned or controlled by it;

    (b) Agrees that, in furtherance of the policy of the FAA under this covenant, unless authorized by the Administrator, it will not, either directly or indirectly, grant or permit any person, firm or corporation the exclusive right at the airport, or at any other airport now or hereafter owned or controlled by it, to conduct any aeronautical activities, including, but not limited to, charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity;

    (c) Agrees that it will terminate any existing exclusive right to engage in the sale of gasoline or oil, or both, granted before July 17, 1962, at such an airport, at the earliest renewal, cancellation, or expiration date applicable to the agreement that established the exclusive right; and

    (d) Agrees that it will terminate any other exclusive right to conduct any aeronautical activity now existing at such an airport before the grant of any assistance under the Federal Airport Act.

17. The Sponsor hereby covenants and agrees that the United States shall not make, nor shall it be obligated to make, any grant payment under this project until an Agency and Participation Agreement has been entered into by and between the City of Chicago, as Principal, and the State of Illinois, Department of Aeronautics, Co-Sponsor, and the same has been determined by the FAA to be consonant with the applicable statutes of the State of Illinois.

.8. It is understood and agreed by and between the parties hereto that any reference herein or in the aforesaid Project Application to plans and specifications shall mean the plans and specifications approved, subject to Engineering Comments, on 11 November 1969 by the Special Engineer, City of Chicago, Airports Branch, Chicago Area Office, Central Region, FAA.

19. The Federal Government does not now plan or contemplate the construction of any structures pursuant to Paragraph 9 of Part III - Sponsor's Assurances of the Project Application, dated 14 October 1969, and, therefore, it is understood and agreed that the Sponsor is under no obligation to furnish any such areas or rights without cost to the Federal Government under this Grant Agreement. However, nothing contained herein shall be construed as altering or changing the rights of the United States and/or the obligations of the Sponsor under prior Grant Agreements to furnish rent-free space for the activities specified in such agreements.

20. It is understood and agreed by and between the parties hereto that the United States shall not make, nor shall it be obligated to make, final grant payment until the Sponsor has submitted for review by the FAA all leases and concession agreements in effect at the said Airport that have not been previously reviewed by the FAA which grant rights to conduct enterprises rendering services to the public, and the same have been determined by the FAA to be nonobjectionable.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and said Offer and Acceptance shall comprise a Grant Agreement, as provided by the Federal Airport Act, constituting the obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and the operation and maintenance of the Airport. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer and shall remain in full force and effect throughout the useful life of the facilities developed under the Project but in any event not to exceed twenty years from the date of said acceptance.

UNITED STATES OF AMERICA
FEDERAL AVIATION ~~AGENCY~~
ADMINISTRATION

By ........................................
Manager, (TITLE) Chicago Area

## Part II-Acceptance

The does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept said Offer and by such acceptance agrees to all of the terms and conditions thereof.

Executed this .................. day of ........................., 19......

..........................................
(Name of Sponsor)

By ........................................

(SEAL)

Title ........................................

Attest: ................................

Title: ..................................

## CO-SPONSOR'S
## CERTIFICATE OF ~~SPONSOR'S~~ ATTORNEY

I, ................................, acting as Attorney for ................................,
(herein referred to as the "Sponsor") do hereby certify:

That I have examined the foregoing Grant Agreement and the proceedings taken by said Sponsor relating thereto, and find that the Acceptance thereof by said Sponsor has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the State of ................................, and further that, in my opinion, said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at .......................... this ........ day of ......................, 19....

..........................................

Title ..................................

The State of Illinois, Department of Aeronautics does hereby accept said Offer and by such acceptance agrees to all of the terms and conditions thereof.

Executed this ______________________ day of __________________, 1969.

STATE OF ILLINOIS
DEPARTMENT OF AERONAUTICS

(SEAL)

Attest ________________________ By ___________________________

Title _________________________ Title ___________________________

CERTIFICATE OF CO-SPONSOR'S ATTORNEY

I, _________________________________, acting as Attorney for the State of Illinois, Department of Aeronautics, do hereby certify:

That I have examined the foregoing Grant Agreement and proceedings taken by the State of Illinois, Department of Aeronautics relating thereto and find that the acceptance thereof by the State of Illinois, Department of Aeronautics has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the State of Illinois and further that, in my opinion, said Grant Agreement constitutes a legal and binding obligation of the State of Illinois, Department of Aeronautics in accordance with the terms thereof.

Dated at ______________________________this________________day of__________, 1969.

_____________________________

Title _____________________________

UNITED STATES OF AMERICA
FEDERAL AVIATION AGENCY

# PROJECT APPLICATION

*(For Federal Aid for Development of Public Airports)*

## Part I—PROJECT INFORMATION

The City of Chicago (herein called the "Sponsor") hereby makes application to the Federal Aviation Agency (hereinafter called the "FAA"), for a grant of Federal funds pursuant to the Federal Airport Act and the Regulations issued thereunder, for the purpose of aiding in financing a project (herein called the "Project") for development of the Merrill C. Meigs Airport (herein called the "Airport") located in Chicago, Cook County, State of Illinois.

It is proposed that the Project consist of the following-described airport development:

Taxiway Lighting and Paving,

all as more particularly described on the property map attached (hereto as Exhibit "A") ~~*x(as Exhibit "A" to Project Application dated xxxxxxxxxxxxxxxxxxxxxxxxxxx for Project No xxxxxxxxxxxxxxxxxxxxxxxxx)*x~~ and in the plans and specifications submitted to the FAA ~~or~~ (herewith) which are made a part hereof.

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*Strike out the inappropriate clause.

[Exhibit "A" printed on page 7286 of this Journal]

The Following Is a Summary of the Estimated Costs of the Project:

| ITEM | TOTAL ESTIMATED COST | ESTIMATED SPONSOR'S SHARE OF COST | | ESTIMATED FEDERAL SHARE OF COST | |
|---|---|---|---|---|---|
| | | AMOUNT | PER-CENT | AMOUNT | PER-CENT |
| 1. Land Costs | -0- | -0- | -0- | -0- | -0- |
| 2. Construction Costs | 184,844.00 | | | | |
| 3. Engineering and Supervision Costs | 11,088.00 | | | | |
| 4. Administrative Costs | -0- | | | | |
| 5. Total of 2, 3, and 4 above | 195,932.00 | 97,966.00 | 50.0 | 97,966.00 | 50.0 |
| 6. Contingencies | 14,768.00 | 7,384.00 | 50.0 | 7,384.00 | 50.0 |
| 7. Total All Estimated Project Costs (Items 1, 5, and 6) | 210,700.00 | 105,350.00 | | 105,350.00 | |

## Part II–REPRESENTATIONS

The Sponsor hereby represents and certifies as follows:

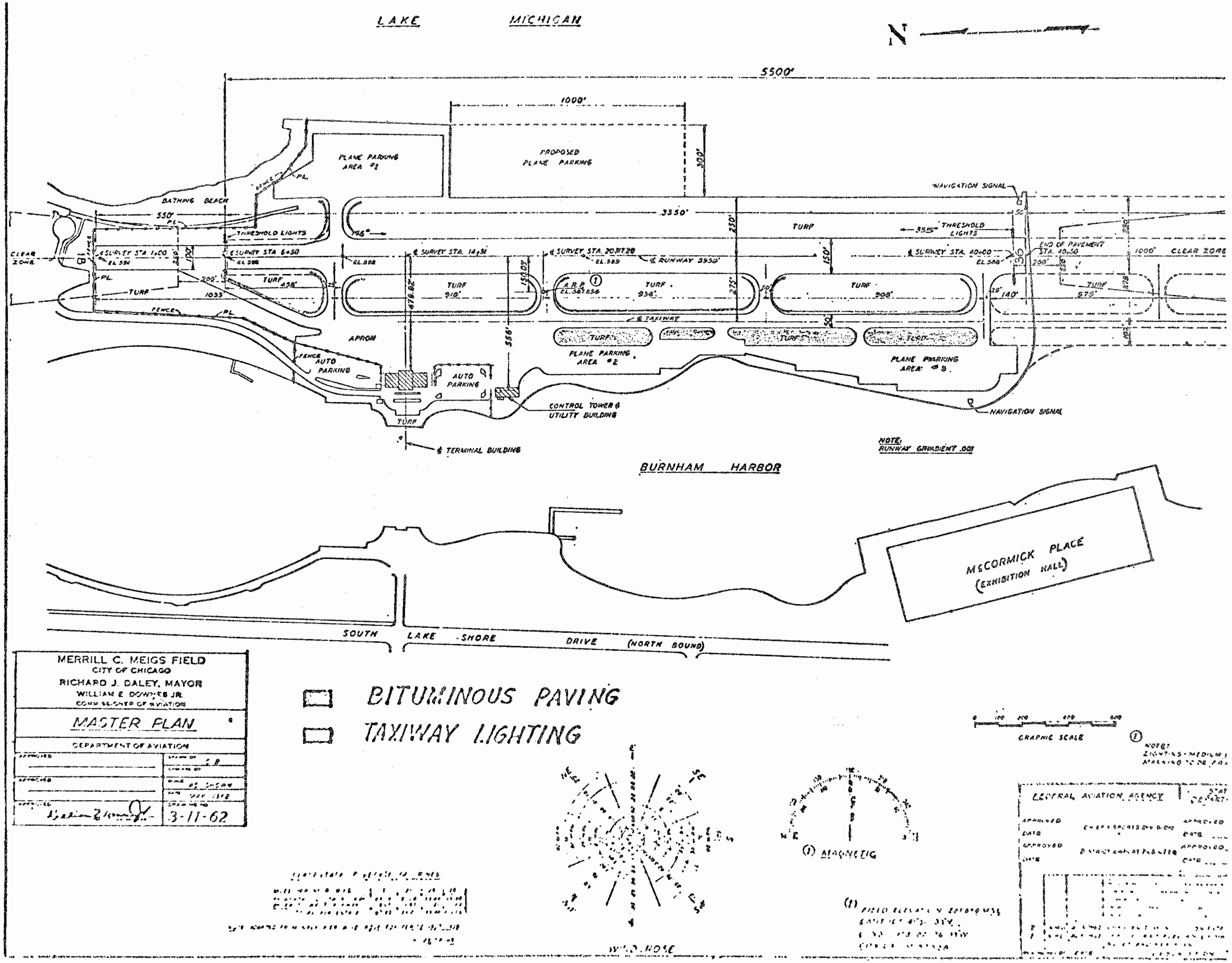
1. **Legal Authority.**—The Sponsor has the legal power and authority: (1) to do all things necessary in order to undertake and carry out the Project in conformity with the Act and the Regulations; (2) to accept, receive, and disburse grants of funds from the United States in aid of the Project, on the terms and conditions stated in the Act and the Regulations; and (3) to carry out all of the provisions of Parts III and IV of this Project Application.

2. **Funds.**—The Sponsor now has on deposit, or is in a position to secure, $105,350.00 for use in defraying the costs of the Project. The present status of these funds is as follows:

Agency and Participation Agreement
State of Illinois Project No. 70A-8-491
76th General Assembly
House Bill No. 909---- ------------$105,350.00.

3. **Compatible Land Use.**—The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

Chapter 194A
Municipal Code of Chicago
Chicago Zoning Ordinance
Passed by City of Chicago - May 29, 1957.


LAKE MICHIGAN
N
5500'
1000'
300'
PROPOSED PLANE PARKING
PLANE PARKING AREA #1
BATHING BEACH
FENCE
PL
550'
THRESHOLD LIGHTS
3350'
TURF
355' THRESHOLD LIGHTS
NAVIGATION SIGNAL
CLEAR ZONE
18
℄ SURVEY STA 1+00 EL.591
℄ SURVEY STA 6+50 EL.588
℄ SURVEY STA. 14+31 EL.588
℄ SURVEY STA. 20+07.28 EL.589
℄ RUNWAY 3950'
℄ SURVEY STA. 40+00 EL.588
END OF PAVEMENT STA. 40+50
36
1000' CLEAR ZONE
250'
150'
275'
TURF 458'
TURF 919'
TURF 936'
TURF 908'
TURF 575'
A.R.P. ①
140'
200'
1033
478.82'
556'
150.03'
℄ TAXIWAY
APRON
FENCE
AUTO PARKING
TURF
℄ TERMINAL BUILDING
CONTROL TOWER & UTILITY BUILDING
PLANE PARKING AREA #2
PLANE PARKING AREA #3
NAVIGATION SIGNAL
NOTE: RUNWAY GRADIENT .001
BURNHAM HARBOR
McCORMICK PLACE (EXHIBITION HALL)
SOUTH LAKE SHORE DRIVE (NORTH BOUND)
MERRILL C. MEIGS FIELD
CITY OF CHICAGO
RICHARD J. DALEY, MAYOR
WILLIAM E. DOWNES JR.
COMMISSIONER OF AVIATION
MASTER PLAN
DEPARTMENT OF AVIATION
APPROVED
APPROVED
APPROVED
DRAWN BY
CHECKED BY
SCALE
DATE
DRAWING NO.
3-11-62
BITUMINOUS PAVING
TAXIWAY LIGHTING
GRAPHIC SCALE
WIND ROSE
① MAGNETIC
FEDERAL AVIATION AGENCY

4. **Approvals of Other Agencies.**—The Project has been approved by all non-Federal agencies whose approval is required, namely:

Department of Aeronautics
State of Illinois

Chicago Plan Commission
Department of City Planning
City of Chicago.

5. **Defaults.**—The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

NONE,

6. **Possible Disabilities.**—There are no facts or circumstances (including the existence of effective or proposed leases, use agreements, or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of Parts III and IV of the Project Application, either by limiting its legal or financial ability or otherwise, except as follows:

NONE,

7. **Land.**—(a) The Sponsor holds the following property interest in the following areas of land[1] which are to be developed or used as part of or in connection with the Airport, subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

Land in Sections 22, and 23, Township 39 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois. -Lease dated October 8, 1946, page 6438-6440, Chicago Council Proceedings and amended December 17, 1946, page 6711, Chicago Council Proceedings and amended April 4, 1949, page 3946, Chicago Council Proceedings and amended September 14, 1955, pages 971-972, Chicago Council Proceedings and amended August 22, 1963, pages 801-802, Chicago Council Proceedings.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests. Except as herein noted the title is the same status as that submitted in the previous Federal Project.

[1] Sate character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.
(9-64)

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land[1] on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

NONE,

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land[1] which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

NONE,

---

[1] Sate character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

## Part III–SPONSOR'S ASSURANCES

In order to furnish the assurances required by the Act and Regulations the Sponsor hereby covenants and agrees with the United States, as follows:

1. These covenants shall become effective upon acceptance by the Sponsor of an offer of Federal aid for the Project or any portion thereof, made by the FAA and shall constitute a part of the Grant Agreement thus formed. These covenants shall remain in full force and effect throughout the useful life of the facilities developed under this Project, but in any event not to exceed twenty (20) years from the date of said acceptance of an offer of Federal aid for the Project.

2. The Sponsor will operate the Airport as such for the use and benefit of the public. In furtherance of this covenant (but without limiting its general applicability and effect), the Sponsor specifically agrees that it will keep the Airport open to all types, kinds, and classes of aeronautical use without discrimination between such types, kinds, and classes: *Provided*, That the Sponsor may establish such fair, equal, and not unjustly discriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the Airport; *And Provided Further*, That the Sponsor may prohibit or limit any given type, kind, or class of aeronautical use of the Airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

3. The Sponsor will not grant or permit any exclusive right for the use of the airport forbidden by Section 308 of the Federal Aviation Act of 1958, and will otherwise comply with all applicable laws. In furtherance of this covenant (but without limiting its general applicability and effect), the Sponsor specifically agrees that, unless authorized by the Administrator, it will not, either directly or indirectly, grant or permit any person, firm, or corporation the exclusive right for the conduct of any aeronautical activities on the Airport, including but not limited to, charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity: *Provided*, That the prohibition against the grant or permit of an exclusive right as set forth herein in no way alters the rights or obligations of the Sponsor under a surplus property instrument of transfer pursuant to which surplus property was conveyed to the Sponsor by the United States pursuant to the *Surplus Property Act of 1944, (61 Stat. 678), as amended.*

4. The Sponsor agrees that it will operate the Airport for the use and benefit of the public, on fair and reasonable terms, and without unjust discrimination. In furtherance of this covenant (but without limiting its general applicability and effect), the Sponsor specifically covenants and agrees:

a. That in its operation and the operation of all facilities on the airport, neither it nor any person or organization occupying space or facilities thereon will discriminate against any person or class of persons by reason of race, color, creed, or national origin in the use of any of the facilities provided for the public on the Airport.

b. That in any agreement, contract, lease, or other arrangement under which a right or privilege at the Airport is granted to any person, firm, or corporation to render to the public any service (including the furnishing or sale of any aeronautical parts, materials, or supplies) essential to the operation of aircraft at the Airport, the Sponsor will insert and enforce provisions requiring the contractor:

(1) to furnish said service on a fair, equal, and not unjustly discriminatory basis to all users thereof, and

(2) to charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; *Provided*, That the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. That it will not exercise or grant any right or privilege which would operate to prevent any person, firm, or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance and repair) that it may choose to perform.

d. In the event the Sponsor itself exercises any of the rights and privileges referred to in subsection b, the services involved will be provided on the same conditions as would apply to the furnishing of such services by contractors or concessionaires of the Sponsor under the provisions of such subsection b.

5. Nothing contained herein shall be construed to prohibit the granting or exercise of an exclusive right for the furnishing of nonaviation products and supplies or any service of a nonaeronautical nature or to obligate the Sponsor to furnish any particular nonaeronautical service at the Airport.

6. The Sponsor will operate and maintain in a safe and serviceable condition the Airport and all facilities thereon and connected therewith which are necessary to serve the aeronautical users of the Airport other than facilities owned or controlled by the United States, and will not permit any activity thereon which would interfere with its use for airport purposes: *Provided*, That nothing contained herein shall be construed to require that the Airport be operated for aeronautical uses during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance; *And Provided Further*, That nothing herein shall be construed as requiring the maintenance, repair, restoration or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the Sponsor.

7. Insofar as it is within its power and reasonably possible, the Sponsor will, either by the acquisition and retention of easements or other interests in or rights for the use of land or airspace or by the adoption and enforcement of zoning regulations, prevent the construction, erection, alteration, or growth of any structure, tree, or other object in the approach areas of the runways of the Airport, which would constitute an obstruction to air navigation according to the criteria or standards prescribed in Section A of FAA Technical Standard Order No. N18, or Advisory Circular (AC) No. 150/5300–1, whichever is applicable according to the currently approved airport layout plan. In addition, the Sponsor will not erect or permit the erection of any permanent structure or facility which would interfere materially with the use, operation, or future development of the Airport, in any portion of a runway approach area in which the Sponsor has acquired, or may hereafter acquire, property interests permitting it to so control the use made of the surface of the land.

8. All facilities of the Airport developed with Federal aid and all those usable for the landing and taking off of aircraft, will be available to the United States at all times, without charge, for use by military and naval aircraft in common with other aircraft, except that if the use by military and naval aircraft is substantial, a reasonable share, proportional to such use, of the cost of operating and maintaining facilities so used, may be charged. Unless otherwise determined by the FAA, or otherwise agreed to by the Sponsor and the using agency, substantial use of an airport by military and naval aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the FAA, would unduly interfere with use of the landing area by other authorized aircraft, or during any calendar month that:

a. Five (5) or more military or naval aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement and each takeoff as a movement) of military or naval aircraft is 300 or more, or the gross accumulative weight of military or naval aircraft using the Airport (the total movements of military or naval aircraft multiplied by gross certified weights of such aircraft) is in excess of five million pounds.

9. Whenever so requested by the FAA, the Sponsor will furnish without cost to the Federal Government, for construction, operation and maintenance of facilities for air traffic control activities, or weather reporting activities and communication activities related to air traffic control, such areas of land or water, or estate therein, or rights in buildings of the Sponsor as the FAA may consider necessary or desirable for construction at Federal expense of space or facilities for such purposes. The approximate amounts of areas and the nature of the property interests and/or rights so required will be set forth in the Grant Agreement relating to the Project. Such areas or any portion thereof will be made available as provided herein within 4 months after receipt of written request from the FAA.

10. The Sponsor will furnish the FAA with such annual or special airport financial and operational reports as may be reasonably requested. Such reports may be submitted on forms furnished by the FAA, or may be submitted in such manner as the Sponsor elects so long as the essential data are furnished. The Airport and all airport records and documents affecting the Airport, including deeds, leases, operation and use agreements, regulations, and other instruments, will be made available for inspection by any duly authorized representative of the FAA upon reasonable request. The Sponsor will furnish to the FAA, upon request, a true copy of any such document.

11. The Sponsor will not enter into any transaction which would operate to deprive it of any of the rights and powers necessary to perform any or all of the covenants made herein, unless by such transaction the obligation to perform all such covenants is assumed by another public agency found by the FAA to be eligible under the Act and Regulations to assume such obligations and having the power, authority, and financial resources to carry out all such obligations. If an arrangement is made for management or operation of the Airport by any agency or person other than the Sponsor or an employee of the Sponsor, the Sponsor will reserve sufficient rights and authority to insure that the Airport will be operated and maintained in accordance with the Act, the Regulations, and these covenants.

12. The Sponsor will keep up to date at all times an airport layout plan of the Airport showing (1) the boundaries of the Airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Sponsor for airport purposes, and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and (3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon. Such airport layout plan, and each amendment, revision, or modification thereof, shall be subject to the approval of the FAA, which approval shall be evidenced by the signature of a duly authorized representative of the FAA on the face of the airport layout plan. The Sponsor will not make or permit the making of any changes or alterations in the Airport or any of its facilities other than in conformity with the airport layout plan as so approved by the FAA, if such changes or alterations might adversely affect the safety, utility, or efficiency of the Airport.

13. Insofar as is within its power and to the extent reasonable, the Sponsor will take action to restrict the use of land adjacent to or in the immediate vicinity of the Airport to activities and purposes compatible with normal airport operations including landing and takeoff of aircraft.

14. If at any time it is determined by the FAA that there is any outstanding right or claim of right in or to the Airport property, other than those set forth in Part II, paragraphs 7(a), 7(b), and 7(c), the existence of which creates an undue risk of interference with the operation of the Airport or the performance of the covenants of this Part, the Sponsor will acquire, extinguish, or modify such right or claim of right in a manner acceptable to the FAA.

15. Unless the context otherwise requires, all terms used in these covenants which are defined in the Act and the Regulations shall have the meanings assigned to them therein.

## Part IV–PROJECT AGREEMENT

If the Project or any portion thereof is approved by the FAA, and an offer of Federal aid for such approved Project is accepted by the Sponsor, it is understood and agreed that all airport development included in such Project will be accomplished in accordance with the Act and the Regulations, the plans and specifications for such development, as approved by the FAA, and the Grant Agreement with respect to the Project.

IN WITNESS WHEREOF, the Sponsor has caused this Project Application to be duly executed in its name, this 14TH day of OCTOBER, 1967

[Signature forms and Exhibit "A" omitted]

### NON-DISCRIMINATION IN A FEDERALLY ASSISTED PROGRAM OF THE FEDERAL AVIATION ADMINISTRATION

In order to furnish the assurances required by Title VI of the Civil Rights Act of 1964 and by Part 15 of the Federal Aviation Regulations as amended, the Sponsor named below (hereinafter called the "Sponsor") hereby covenants and agrees with the United States (hereinafter called the "Government") as follows:

The Sponsor, in the operation and use of the airport listed below will not on the grounds of race, color, or national origin discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part 15 of the Federal Aviation Regulations.

The Sponsor will also include, or require the inclusion, in every agreement or concession pursuant to which any person, other than the Sponsor, operates or has the right to operate any facility on the Airport providing services to the public, the foregoing covenant as an obligation assumed by that person, together with a provision granting the Sponsor the right to take such action as the Government may direct to enforce that covenant.

Non-compliance with the above assurances shall constitute a material breach, and in the event of such non-compliance the Government may take appropriate action to enforce compliance, may terminate the Grant Agreement to which this covenant relates, or seek judicial enforcement.

The covenant shall become effective upon execution of a Grant Agreement pursuant to the identified Project Application and shall constitute part of the Grant Agreement to which it relates and shall remain in full force and effect so long as the airport covered by such agreement continues to be used and operated as a public airport.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

(continued from page 7275)

Airport Act and the Regulations promulgated pursuant thereto; and

Whereas, this project shall be identified as Merrill C. Meigs Field Project, Chicago, Cook County, Illinois, Illinois Project No. 70A-8-491, Federal Aviation Administration Project No. 9-11-002-09, City No. 88.85-69-44; and

Whereas, the Municipality has accordingly requested Federal financial assistance in the accomplishment of such project and responsive thereto, the Federal Government, through the Federal Aviation Administration has issued to the Municipality a Tentative Allocation (or Allocations) in the sum of One Hundred and Five Thousand, Three Hundred Fifty Dollars ($105,350.00) under the F.A.A. Project designation No. 9-11-022-09; and

Whereas, the Department has had appropriated to it certain monies for the development of public air navigation facilities, subject to the provisions of Section 34 of the Illinois Aeronautics Act; and

Whereas, the Municipality has requested financial assistance and the Department has agreed to make a grant of part of the amount of the non-Federal share of the costs and expenses of said project, and the Municipality has requested the Department to act as its agent in connection therewith; and

Whereas, the parties hereto, by this agreement, intend (a) to fix their respective responsibilities, with reference to each other, with reference to the accomplishment of said project, and with reference to the United States, and (b) to designate the parties to accept, receipt for and disburse all funds and payments of the Federal Government and of the Municipality used or to be used in payment of the costs and expenses of said project or representing reimbursement by the Federal Government on such costs and expenses as shall have been incurred by the parties hereto, or either of them.

Now, Therefore, for and in consideration of the benefits which will accrue to the parties hereto by virtue of this agreement and the respective covenants herein contained, It is Mutually Covenanted and Agreed as follows:

1. The Municipality shall be the "Sponsor" of the project above identified, except as set forth in paragraph 2 immediately hereafter following:
2. The Department shall contribute financial assistance to the extent hereinafter stated, and furnish project reporting liaison with the Federal Aviation Administration.
3. As between the Municipality, the State of Illinois and the United States, the Municipality shall be the contractual party to such construction contract or contracts as shall be entered into for the accomplishment of the project, subject only to the agency provisions hereinafter set out.
4. Plans, specifications and estimates for said project have been prepared by or at the instance of the Municipality.
5. The Municipality will provide adequate, capable and qualified Illinois Licensed resident project engineer(s) and materials testing technician(s) and will further prepare and transmit such project reports as shall be required by the Federal Aviation Administration, or the Department, including semi-final and a final inspection report on the project work (or if more than one construction contract is involved, then on each phase of the project work which is covered by separate contract) to the Department, and in conjunction with such final inspection report or reports shall certify to the Department that the work involved has been fully completed in accordance with the plans, specifications and contracts, as the same shall have been modified or supplemented by change order, supplementary contract or otherwise, and that such work is accepted.
6. The Municipality hereby designates the Department, as its Agent, and the Department hereby accepts said designation to act as Agent for the Municipality.
   (a) To exercise such direction of the project work as its personnel will permit but limited to a determination that the project is being completed in accordance with plans and specifications, provided that neither the Department nor the State shall be held responsible or be chargeable for any damage resulting from performance or attempted performance of said project work or for any other cause or reason.
   (b) To accept, endorse and deliver to the Municipality, without recourse, all warrants issued by the United States in aid of said project pursuant to this agreement.
7. The Municipality shall be a signatory party, in its own name, stead, right and behalf, to the Project Application made or to be made to the Federal Aviation Administration, to the Acceptance of such Grant Offer as shall be tendered by the United States, through the Federal Aviation Administration, to any and all Amendments to such Grant Agreement as shall be executed, and to any and and all Applications for Grant Payments (Form FAA 5100-6). The Department shall be furnished with one (1) executed copy of each of these documents.
8. The total cost of the project is Two Hundred and Ten Thousand, Seven Hundred Dollars ($210,700.00). The estimated total of construction costs for said project is One Hundred Eighty-four Thousand, Eight Hundred and Forty-four Dollars ($184,844.00). The Department hereby agrees, with approval of the Governor, to participate in the project, for payment of such construction costs as are not barred by Section 34 of the Illinois Aeronautics Act, from funds appropriated to the Department by and under House Bill No. 909, 76th General Assembly to the extent hereinafter stated. Payments to the Contractor shall be made from time to time on the basis of field reports submitted by the Project Engineer and approved by the Chief Engineer, up to said maximum State funds committed.

On the basis of the Tentative Allocation issued by the Federal Aviation Administration, it is expected that a Grant Offer from the United States will be tendered in the approximate amount of One Hundred and Five Thousand, Three Hundred Fifty Dollars ($105,350.00). It is understood that the Department will contribute the sum of One Hundred and Five Thousand, Three Hundred Fifty Dollars ($105,350.00), for the accomplishment of the project. However, the Municipality specifically agrees that in any event it will pay on project construction costs any amount by which the total of actual project construction may and shall exceed the sum of the State funds, as are herein committed, and the Federal funds granted to or allowed and paid on project construction costs, as the same may be incurred by reason of contingencies, overruns, engineering errors, or otherwise, in order to complete the work called for by the project Grant Agreement with the United States, and the Project Plans and Specifications, as the same may, with the express consent and approval of the municipality, be amended, changed, modified or supplemented subject, however, and only to the limitations as to revenue raising and restrictions on bonded indebtedness, imposed by State statute and constitution.

9. All disbursements of State funds in connection with said project shall be made on the following basis.
   (a) The Municipality shall establish an account in which shall be deposited all State funds (and in which may be deposited Federal funds) pertaining to the project. All State funds granted for said project shall be deemed to be trust funds, and shall be applied by the Municipality for the purpose for which they were granted by the Department. The Municipality shall have the right to draw checks against said account, or make withdrawals therefrom, and the bank or banks in which said funds are deposited shall be under no obligation to see to the application of said funds. The Department shall be furnished with copies of the vouchers authorizing withdrawals of funds from said account.
   (b) The Municipality shall transmit to the Department, from time to time, written requests for funds comprising part of the grant being made by the Department for the purposes of said project, which requests shall be in such form and shall contain such information, and which shall be accompanied by such supporting reports, certifications, approvals authorizations, bills or other documents, as the Department may require.
   (c) When satisfied that it is lawful and proper for the requested funds to be provided, the Department will prepare, execute and deliver to the appropriate State Department, agency or official all necessary vouchers or documents required to induce the action thereof in providing such funds. The Department may, if it so desires, supply the Municipality with the forms of vouchers or documents, aforesaid, and require the Municipality to fill in and prepare said forms for the Department's execution.
10. The Municipality agrees to comply at all times with the conditions prescribed in said Section 34 with respect to which the Municipality is required to satisfy the Department under the terms thereof.
11. The Municipality shall file with the Department such reports concerning the matters covered by this agreement, including the use, operation and maintenance of the Airport, as the Department may require from time to time.
12. Notices, reports or other communications required by or transmitted pursuant to this agreement to the Department shall be directed to the attention of the Director of Aeronautics, Department of Aeronautics, State of Illinois, Capital Airport, Springfield, Illinois.
13. To the extent that the Project Grant Agreement requires, this agreement is made subject and subordinate to the provisions thereof.
14. This contract shall be and is deemed to be one entered into pursuant to the Illinois Aeronautics Act of the State of Illinois, and shall be construed and given effect in accordance with said Act and not otherwise.

In Witness Whereof, the parties hereto have caused this Agreement to be executed and their respective seals affixed as of the date hereafter set forth.

[Signature forms omitted]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

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## Execution of Lease Agreement Authorized with American Airlines, Inc. for Basement Space in Terminal Building No. 3 at Chicago-O'Hare International Airport.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, to authorize the execution of a lease agreement with American Airlines, Inc. for basement space in Terminal Building No. 3 at Chicago-O'Hare International Airport.

On motion of Alderman Keane the said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Kuta, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, Wigoda—42.

*Nays*—None.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Aviation and the City Comptroller, subject to approval as to form and legality of the Corporation Counsel, are authorized to execute in behalf of the City of Chicago an agreement with American Air Lines, Inc., at Chicago-O'Hare International Airport, said agreement to be in the following form:

This Agreement made this ...................... day of .................................... A.D. ......................, between the City of Chicago, a municipal corporation of the State of Illinois, hereinafter called "Landlord" and American Airlines, Inc., a corporation organized and existing by virtue of the laws of the State of Delaware, hereinafter called "Tenant".

WITNESSETH:

That Landlord, for and in consideration of the terms and conditions, both general and special, hereinafter contained and made on the part of Tenant, does hereby grant to Tenant for use only by Tenant, the privileges hereinafter described on premises at Chicago-O'Hare International Airport, hereinafter called "Airport", in the City of Chicago, Counties of Cook and DuPage, State of Illinois.

This agreement shall consist of three parts:

Part I —General Conditions
Part II —Special Conditions numbered 1 to 6
Part III—Exhibits and Attachments lettered A.

All constituting the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences, shall be implied or impressed upon such agreement that are not set forth herein at length.

[Articles I to XV incl. of this agreement are identical with Articles I to XV incl. as printed on pages 5551-5553 of the Journal of the Proceedings of May 14, 1969]

*Article XVI*

Tenant agrees that in performing under this agreement it shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, age, or national origin, nor otherwise commit an unfair employment practice. Tenant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Tenant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause. Tenant further agrees that this article will be incorporated by Tenant in all contracts entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or may perform any such labor or services in connection with this agreement.

Attention is called to Executive Order 11246 issued September 24, 1965, 3 CFR p. 567, 1966; The Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241 et sub.; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 1967, CH. 38, Secs. 13-1 to 13-4 inclusive; July 8, 1933, Ill. Rev. Stat. 1967, CH 29, Secs. 17 to 24 inclusive; July 21, 1961, Ill. Rev. Stat. 1967, CH 48, Secs. 851 to 866 inclusive, and July 26, 1967, Ill. Rev. Stat. 1967, CH. 48, Secs. 881 to 887 inclusive; to an ordinance passed by the City Council of the City of Chicago, August 21, 1945, page 3877 of the Journal of the Proceedings, and to the provisions of 41 CFR Chapter 60.

To demonstrate compliance the Tenant and his contractors and subcontractors will furnish such reports and information as requested by the Chicago Commission on Human Relations.

*Article XVII*

Tenant shall pay, or cause to be paid, wages not less than those determined to be prevailing in this locality pursuant to the provisions of 29 CFR, Parts 4 and 5, as amended, or as may otherwise have been determined to be prevailing in this locality pursuant to the provisions of CH. 48, Secs. 39s-1 to 39s-12 inclusive, Ill. Rev. Stat. 1967, whichever is pertinent.

*Article XVIII*

This agreement shall be deemed to have been made in and shall be construed in acordance with the laws of the State of Illinois.

*Article XIX*

Notices to the Landlord provided for herein may be sent by registered mail, postage prepaid, addressed to the Commissioner of Aviation of the City of Chicago, City Hall, Chicago, Illinois 60602, and notices to Tenant provided for herein may be sent by registered mail, postage prepaid, addressed to Tenant at 633 Third Avenue, New York, New York 10017, or in either case to such other respective parties and addresses as the parties hereto may designate in writing from time to time and such notices shall be deemed to have been given when so sent.

Execution of this Agreement authorized by ordinance of the City Council of the City of Chicago passed ..........................................................................
(C.J.P. ..............................................................................).

PART II—SPECIAL CONDITIONS

1. Article VIII, under General Conditions, appearing on pages 6 and 7, reading as follows:

*"Article VIII"*

> "In the event the premises or the building of which the premises are a part shall be damaged or destroyed by fire or other casualty, the same may be promptly repaired or rebuilt by Landlord at its expense as soon as funds are available but Landlord shall not be obligated to repair, rebuild, restore or replace any fixtures, equipment, displays or other property installed by Tenant pursuant to this agreement. Provided, however, that Landlord may elect, at its sole option, not to repair or reconstruct the premises or the building, of which the premises are a part, and upon written notice of such election from Landlord to Tenant the obligation of Tenant to pay rent shall cease and this agreement shall thereupon terminate."

shall be and the same is hereby modified and changed, to read as follows:

*Article VIII*

> Landlord agrees that in the event the premises or the building of which the premises are a part shall be damaged or destroyed by fire or other casualty, that it shall elect within sixty (60) days of such fire or other casualty whether it will repair or rebuild said premises or not repair or rebuild same and terminate the lease under the provisions of Article VIII of the Agreement. In the event the premises are rendered untenantable by such fire or other casualty, rent shall abate from the time of such fire or other casualty until the premises are repaired or rebuilt so as to become tenantable for the purposes contemplated by the lease, should the Landlord elect to repair or rebuild the premises, or until the lease is terminated, should the Landlord elect not to repair or rebuild the premises and to terminate the lease.

2. The third paragraph of Article XI, under General Conditions, appearing on pages 8 and 9, reading as follows:

> "If default to be made in the payment of the rent, or other charges herein reserved, or of any installment thereof, as herein provided. Tenant does hereby irrevocably constitute any attorney of any Court of Record in this State, attorney for it and in its name, from time to time, to waive the issuance of process and service thereof, to waive trial by jury, to confess judgment in

favor of Landlord and against Tenant for the amount of rent which may be then due, by virtue of the terms hereof, or of any extensions or renewals hereof, or by virtue of any holdover after the termination hereof, and which may be in default, as aforesaid, together with the costs of such proceedings and for said purposes to file in said cause his cognovit thereof, and to make an agreement in said cognovit, or elsewhere, waiving and releasing all errors which may intervene in any such proceeding and waiving and releasing all right of appeal and right to writ of error, and consenting to an immediate execution upon such judgment, and Tenant hereby confirms all that said attorney may lawfully do by virtue hereof. Landlord shall have a first lien on Tenant's interest hereunder, and on Tenant's property now or hereafter located in said premises, or elsewhere, to secure the payment of all moneys due hereunder, which lien may be foreclosed in equity and in case of any such foreclosure proceeding, a receiver shall be appointed to take possession of said premises and property and relet the premises under order of court."

shall be and the same is hereby deleted in its entirety.

3. *Premises*

Landlord, for and in consideration of the covenants and agreements herein mentioned, to be kept and performed by both parties hereto, does hereby demise to Tenant, the premises designated as follows:

1,265 square feet, more or less, located in the Basement of Terminal Building #3 at Chicago-O'Hare International Airport, all as shown outlined in red on Exhibit "A" attached hereto and by this reference made a part hereof.

Tenant will be required to provide any improvements necessary to utilize said demised premises, including partitioning, electrical work, and rearranging, at its sole cost and expense. Plans for such improvements shall be subject to approval by Landlord.

4. *Purpose*

Tenant agrees that the premises herein demised are to be used for storage and locker space.

5. *Term*

The term of this agreement shall be for a period of one (1) year beginning on ................................., the date of approval of ordinance by the City Council of the City of Chicago. It is understood and agreed that notwithstanding the above term either party may cancel this agreement upon thirty (30) days written notice to the other party of its election so to do.

6. *Rental*

Tenant shall pay to Landlord as rent for the demised premises the sum of Five Thousand Sixty and No/100 Dollars ($5,060.00) per annum to be paid as follows:

Tenant shall pay on or before the first day of each month, in advance, to the Comptroller, the sum of Four Hundred Twenty-one and 67/100 Dollars ($421.67) per month. If any rental hereunder commences after the first day or terminates prior to the last day of any month, such rental for such month shall be determined on a pro-rata basis according to the number of days of such month involved.

In witness whereof, the parties hereto have caused this instrument to be executed under their respective seals on the day and year first above written.

[Signature forms and Exhibit "A" omitted]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

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## Specified Banks Designated as Depositories for City and School Funds.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the following regularly established National and State banks pursuant to the advertisement required by the Municipal Code of the City of Chicago have submitted bids for the payment of interest upon demand and time deposits of City and School funds and each of said depositories has qualified by the filing of statements showing that each has aggregated Capital and Surplus of $1,000,000.00 or more:

Aetna State Bank
Amalgamated Trust & Savings Bank
American National Bank and Trust Company of Chicago
Belmont National Bank of Chicago
Central National Bank in Chicago
Chicago City Bank & Trust Co.
Civic Center Bank and Trust Co.
Continental Illinois National Bank and Trust Co. of Chicago
Cosmopolitan National Bank of Chicago
Devon Bank
District National Bank of Chicago
Drexel National Bank
Harris Trust and Savings Bank
Hyde Park Bank & Trust Company
Irving Bank
Jefferson State Bank
Lakeside Bank
Lakeview Trust and Savings Bank
La Salle National Bank
Exchange National Bank of Chicago
Madison Bank & Trust Co.
Main State Bank
Marina City Bank
Merchandise National Bank
Metropolitan Bank & Trust Co.
Michigan Avenue National Bank
Mid-City National Bank of Chicago
Mount Greenwood Bank
National Bank of Albany Park
National Bank of Austin
National Boulevard Bank of Chicago
National Republic Bank of Chicago
National Security Bank of Chicago
Northern Trust Company
North Shore National Bank of Chicago
O'Hare International Bank of Chicago
Pioneer Trust and Savings Bank
Pullman Bank & Trust Company
South East National Bank of Chicago
South Side Bank & Trust Co.
Union National Bank of Chicago
United of America Bank
Upper Avenue National Bank
Sears Bank and Trust Co.

SECTION 2. The banks designated above in Section 1 are hereby designated as depositories for City and School funds in which the City Treasurer may deposit monies received by him as City Treasurer.

SECTION 3. This ordinance shall be effective from and after its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Kuta, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, Wigoda—42.

*Nays*—None.

### Acceptance of Bids Authorized for Purchase of Vacant City-Owned Property at Three Locations.

The Committee on Finance submitted a report recommending that the City Council pass three proposed ordinances transmitted therewith, to authorize purchase of three parcels of vacant City-owned property at three separate sites.

On separate motions made by Alderman Keane *each* of said proposed ordinances were *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Kuta, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, Wigoda—42.

*Nays*—None.

Said ordinances as passed read respectively as follows (the Italic heading in each case not being a part of the ordinance):

*Nos. 1700-1702 W. North Av.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The City of Chicago hereby accepts the bid of Robert I. Berry to purchase for the sum of $13,000.00 the City-owned vacant property described as follows:

Lots 85 and 86 in Fitch's Resubdivision of Block 26 in Sheffield's Addition to Chicago, in Section 31, Township 40 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois (commonly known as Nos. 1700-1702 W. North Avenue).

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest Quitclaim Deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of $1,300.00 by said bidder to the City Comptroller, who is authorized to deliver said Deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

*No. 2428 S. Cottage Grove Av.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The City of Chicago hereby accepts the bid of David L. Stucker to purchase for the sum of $1,875.00 the City-owned vacant property described as follows:

That part of Lot 3 in James Long and Other's Subdivision of Block or sub-lot 51 of Canal Trustee's Subdivision of the West half of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian, lying Northwesterly of a straight line drawn from a point in the West line of said Lot 3, three feet Northerly of the Southwesterly corner of said Lot 3 to a point in the Easterly line of said Lot 3, 5.6 feet Southeasterly of the Northeasterly corner of said Lot 3, in Cook County, Illinois; also known as No. 2428 S. Cottage Grove Avenue.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest Quitclaim Deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of $187.50 by said bidder to the City Comptroller, who is authorized to deliver said Deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

*No. 1072 W. Fry St.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The City of Chicago hereby accepts the bid of Avnet Inc., Corp. to purchase for the sum of $7,650.00 the City-owned vacant property described as follows:

Lot 11 in Block 6 in Elston Addition to Chicago in the Southeast ¼ of Sections 4 and 5, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois, commonly known as No. 1072 W. Fry Street, Chicago, Illinois.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest Quitclaim Deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of $765.00 by said bidder to the City Comptroller, who is authorized to deliver said Deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

### City Comptroller Authorized to Accept Compromise Offers in Settlement of Certain Warrants for Collection.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

*Ordered,* That the City Comptroller is authorized in accordance with his request dated December 17, 1969, and the attached recommendations of the Corporation Counsel to accept compromise offers in settlement of various warrants for collection as follows:

| *Year* | *Warrant Number* | *Amount* | *Compromise Offer* |
|---|---|---|---|
| 1969 | D-98525 | $ 874.80 | $ 656.10 |
| 1969 | D-98690 | 1,567.05 | 1,175.00 |
| 1969 | D-98700 | 442.95 | 332.20 |
| 1969 | D-98811 | 274.11 | 205.59 |
| 1965 | D-98903 | 209.17 | 156.75 |
| 1969 | D-98963 | 396.57 | 295.00 |
| 1969 | D-98971 | 231.03 | 173.27 |
| 1969 | D-99040 | 113.47 | 56.73 |
| 1969 | D-99069 | 282.11 | 225.69 |
| 1969 | D-99096 | 270.81 | 242.00 |
| 1969 | G-122 | 540.19 | 400.00 |
| 1969 | F-1993 | 122.64 | 91.98 |
| 1969 | F-3706A | 170.20 | 127.65 |
| 1969 | F-3893A | 273.70 | 136.85 |
| 1969 | F-4094A | 63.50 | 31.75 |
| 1969 | F-4379 | 100.80 | 75.60 |
| 1968 | G-175 | 147.20 | 84.92 |
| 1969 | G-186 | 673.43 | 500.00 |
| 1969 | H-172 | 511.98 | 383.89 |
| 1969 | N-4600 | 23.81 | 17.00 |
| 1969 | N-4850 | 24.95 | 18.75. |

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Kuta, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, Wigoda—42.

*Nays*—None.

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### City Comptroller Authorized to Cancel Certain Uncollectible Warrants for Collection.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

> *Ordered,* That the City Comptroller is authorized in accordance with his request dated December 13, 1969 to cancel the uncollectible warrants for collection in the amount of $1,140.55, as listed in his communication.

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Kuta, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, Wigoda—42.

*Nays*—None.

### City Comptroller Authorized and Directed to Cancel Warrants for Collection Issued against Certain Charitable, Educational and Religious Institutions.

The Committee on Finance to which had been referred (December 2, 16, and 23, 1969) sundry proposed orders for cancellations of certain warrants for collection issued against specified charitable, educational and religious institutions, submitted reports recommending that the City Council pass the following substitute proposed order:

> *Ordered,* That the City Comptroller is hereby authorized and directed to cancel specified warrants for collection issued against certain charitable, educational and religious institutions, as follows:

| *Name and Address* | *Warrant No. and Type of Inspection* | *Amount* |
|---|---|---|
| Louise Burg Hospital, No. 255 W. Cermak Road | A1-13172 (Steel Curtain) | $ 23.00 |
| Congregation of Debutazione of Maria SS. Lauretana, No. 5854 W. Lawrence Av. | F4-30601 (Mech. Vent.) | 8.05 |
| Drexel Home, No. 6140 S. Drexel Av. | P1-22546 (Refuse Burning Equip.) | 30.00 |
| Edgewater Hospital, No. 5700 N. Ashland Av. | D1-33834 (Sign) | 13.86 |
|  | D1-33835 (Sign) | 13.86 |
|  | B2-60024 (Revolving Doors) | 7.75 |
|  | D1-32115 (Roof Signs) | 122.50 |
| No. 5710 N. Ashland Av. | R2-60025 (Revolving Doors) | 7.75 |
| No. 5802 N. Ashland Av. | D1-32029 (Signs) | 24.00 |
| Faith Temple, No. 1658 W. Superior St. | (Sign) | 56.25 |
| Nichols J. Pritzker Center and Hospital. No. 800 E. 55th St. | A1-13273 (Elev.) | 11.50 |
| St. Lucy Church, No. 5911 W. Midway Park | A1-11049 (Elev.) | 11.50. |

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Kuta, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, Wigoda—42.

*Nays*—None.

## Authority Granted for License Fee Exemptions and Cancellation of Water Rates for Certain Charitable, Educational and Religious Institutions.

The Committee on Finance to which had been referred (December 16 and 23, 1969) sundry proposed ordinances transmitted therewith to authorize license fee exemptions and cancellation of water rates for certain charitable, educational and religious institutions, submitted reports recommending that the City Council pass said proposed ordinances.

On separate motions made by Alderman Keane *each* of the said proposed ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Kuta, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, Wigoda—42.

*Nays*—None.

Said ordinances as passed read respectively as follows (the Italic heading in each case not being a part of the ordinance):

### LICENSE FEE EXEMPTIONS

### *Dispensaries*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 118-5 of the Municipal Code of Chicago, the following dispensaries that are not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the dispensary license fee for the year 1970:

Albert Merritt Billings Dispensary (University of Chicago), No. 950 E. 59th St.

Chicago Lying-In Hospital (University of Chicago), No. 5841 S. Maryland Av.

Illinois Central Hospital Association, No. 5800 S. Stony Island Av.

Silvain and Arma Wyler Children's Hospital (University of Chicago), No. 950 E. 59th St.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

### *Homes*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 136-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following Homes, are hereby exempted from payment of the annual license fee provided in Section 136-4, for the current period 1970:

Augustana Home for the Aged (Lutheran Welfare Services of Illinois), No. 7540 S. Stony Island Av.

Church Home, No. 5445 S. Ingleside Av.

George J. Goldman Memorial Home for Jewish Aged, No. 1151 W. Farwell Av.

Jewish Peoples Convalescent Home, No. 6512 N. California Av.

Methodist Home of Chicago, No. 1415 W. Foster Av.

Norwegian Lutheran Bethesda Home Association (home for the aged), No. 2833 N. Nordica Av.

Old People's Home of Chicago (The Admiral), No. 909 W. Foster Av.

St. Paul's House, No. 3831 N. Mozart St.

Washington and Jane Smith Home, No. 2340 W. 113th Place.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

### *Hospitals*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago, the following hospitals that are not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1970:

Albert Merritt Billings Hospital (University of Chicago), No. 950 E. 59th St.

Charity Hospital Association, No. 6130 N. Sheridan Road.

Charity Hospital Association d/b/a Northeast Community Hospital on Clark Street, No. 6970 N. Clark St.

Chicago Lying-In Hospital (University of Chicago), No. 5841 S. Maryland Av.

Chicago Wesley Memorial Hospital, No. 250 E. Superior St.

Frank Cuneo Hospital, No. 750 W. Montrose Av.

Evangelical Hospital, No. 5421 S. Morgan St.

Illinois Central Hospital Association, No. 5800 S. Stony Island Av.

Mercy Hospital and Medical Center, Stevenson Expressway at King Drive.

Norwegian-American Hospital, Inc., No. 1044 N. Francisco Av.

Presbyterian-St. Luke's Hospital, No. 1753 W. Congress Parkway.

Nicholas J. Pritzker Center and Hospital, No. 800 E. 55th St.

Provident Hospital and Training School, No. 426 E. 51st St.

Rehabilitation Institute, No. 401 E. Ohio St.

Roseland Community Hospital Association, Nos. 45-67 W. 111th St.

Schwab Rehabilitation Hospital, No. 1401 S. California Av.

Silvain and Arma Wyler Children's Hospital (University of Chicago), No. 950 E. 59th St.

St. Anne's Hospital, No. 4950 W. Thomas St.

St. Frances Xavier Cabrini Hospital, No. 811 S. Lytle St.

South Shore Hospital, No. 8015 S. Luella Av.

Woodlawn Hospital, No. 6060 S. Drexel Av.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

### CANCELLATION OF WATER RATES

### *Church of Christ*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 185-47 of the Municipal Code of Chicago, the Commissioner of Water and Sewers is hereby authorized and directed to cancel water rates in the amount of $1.73 assessed against the Church of Christ, No. 1514 W. 74th Street.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

*Ner Tamid Congregation*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 185-47 of the Municipal Code of Chicago, the Commissioner of Water and Sewers is hereby authorized and directed to cancel water rates in the total amount of $31.14 assessed against Ner Tamid Congregation, No. 2754 W. Rosemont Avenue.

SECTION 2. That the Bureau of Water is hereby authorized and directed to exempt the said Congregation from the payment of any and future water rates assessed against it and any property owned and operated by it in the conduct of its religious business.

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

*United Church of Rogers Park*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 185-47 of the Municipal Code of Chicago, the Commissioner of Water and Sewers is hereby authorized and directed to cancel all existing water rates assessed against the United Church of Rogers Park, No. 1545 W. Morse Avenue, and also cancel rates for the period from May 1, 1969 to October 31, 1969, for which payment was made in the amount of $19.14 on October 28, 1969 (claim for refund filed December 16, 1969).

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

## City Comptroller Authorized to Execute Leases of Certain Properties for Municipal Purposes.

The Committee on Finance submitted a report recommending that the City Council pass four proposed ordinances transmitted therewith, to authorize the City Comptroller to lease specified parcels of property for use of City Departments and Agencies.

On separate motions made by Alderman Keane *each* of said proposed ordinances were *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Kuta, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, Wigoda—42.

*Nays*—None.

Said ordinances as passed read respectively as follows (the Italic heading in each case not being a part of the ordinance):

*Dept. of Police Garage*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from Harris Trust and Savings Bank, solely as Trustee, under Trust No. 11254, and not personally or individually, by Lillian Stein, sole beneficiary, for approximately 25,000 square feet located at Nos. 3723-3739 W. Lawrence Avenue, Department of Police Garage, such lease to be approved by the Superintendent of the Department of Police, and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on page 7299 of this Journal]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

*Dept. of Human Resources*
*(No. 2351 N. Southport Av.)*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from George Mattick, Agent for store on first floor, approximately 360 square feet, and space on second floor, approximately 700 square feet, a total of 1,060 square feet, in Fullerton Southport Building located at No. 2351 N. Southport Avenue, for Neighborhood Programs, Joint Youth Development Committee, a division of the Department of Human Resources, such lease to be approved by the Commissioner of the Department of Human Resources, and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on page 7300 of this Journal]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

*Dept. of Human Resources*
*(No. 619 W. Evergreen Av.)*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from St. Marcellus Mission of St. Dominic Parish, approximately 2,120 square feet of space in Church Building located at No. 619 W. Evergreen Avenue, for Joint Youth Development Committee, Neighborhood Center Program, Department of Human Resources, such lease to be approved by the Commissioner of the Department of Human Resources, and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on page 7301 of this Journal]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

*Tenth Ward Ward Office*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from Nick Marks, for space in building located at No. 3441 E. 100th Street, consisting of two offices and vacant land adjoining, comprising approximately 22,500 square feet; for temporary quarters for the Tenth Ward as office and garage, such lease to be approved by the Commis-

(continued on page 7302)

**This Agreement,** Made this .......... day of ..........

A. D. 19 , between Harris Trust and Savings Bank, solely as Trustee, under Trust No. 11254, and not personally or individually, by Lillian Stein, sole beneficiary, as Lessor and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

**Witnesseth:** That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: 3723-3739 W. Lawrence Avenue, approximately 25,000 square feet, Department of Police Garage.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of January A. D. 19 70, and ending on the 31st day of December A. D. 19 71. ~~Lessee has the right to terminate this lease~~ .......... ~~and the right to renew this lease for a further period of~~ .......... ~~on the same terms and rental by giving to the Lessor in writing days' written notice of its intention so to do.~~

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at Lillian Stein, 164 W. Lake St., Chicago, Ill. (01) or at such other place as the Lessor from time to time in writing may appoint.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of Two Thousand Two Hundred and no/100 starting 1/1/70 and Two Thousand Three Hundred Fifty and no/100, starting 1/1/71 ------- ($2,200.00 & $2,350.00) Dollars per month, payable in advance on the first day of each calendar month ~~at~~ by the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessee

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessor's own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

Lessor to maintain exterior walls and roof and major repairs to boiler upon apt notice from Lessee at Lessor's expense.

Lessee to furnish O.L.T. Insurance, P. L. $100,000/$300,00, and P. D. Insurance $25,000, and plate glass insurance, pay for all utilities, heat, and also maintain the interior at Lessee's expense.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written.

(Signature forms omitted)

**This Agreement,** Made this .......... day of ..........
A. D. 19 , between George Mattick, Agent
.........., as Lessor ,
and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

**Witnesseth:** That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: Store on first floor, approximately 360 square feet, and space on second floor, approximately 700 square feet, a total of 1,060 square feet, in Fullerton Southport Building located at 2351 N. Southport Avenue, for Neighborhood Programs, Joint Youth Development Committee, a division of the Department of Human Resources.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of January A. D. 1970, and ending on the 31st day of December A. D. 1972. Lessee has the right to terminate this lease upon thirty days prior written notice.

~~and the right to renew this lease for a further period of~~

~~one year on the same terms and rental, by giving to the Lessor [illegible] days [illegible] notice of its election so to do.~~

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at 1369 W. Fullerton Avenue - 60614 or at such other place as the Lessor from time to time in writing may appoint.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of One Hundred Fifteen and no/100---------------------($ 115.00 ) Dollars per month, payable in advance on the first day of each calendar month ~~at~~ by the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at their own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

Lessor to provide heat and hot water.

Lessee to pay for electricity and plate glass insurance.

It is mutually agreed and understood by and between the parties hereto that the remuneration mentioned in this lease is payable solely from funds when made available by the Federal Government.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor , and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor , excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

**In Witness Whereof,** this lease is signed by or on behalf of the parties hereto the day and year first above written.

**(Signature forms omitted)**

**This Agreement,** Made this ........ day of ........ A. D. 19 , between St. Marcellus Mission of St. Dominic Parish ........ as Lessor and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

**Witnesseth:** That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit:

Approximately 2,120 square feet of space in Church Building at 619 W. Evergreen Avenue, for Joint Youth Development Committee, Neighborhood Center Program, Department of Human Resources.

To have and to hold said premises unto the Lessee for a term beginning on the 15th day of January A. D. 19 70, and ending on the 14th day of January A. D. 19 71. ~~Lessee has the right to cancel this lease~~ Either party has right to terminate upon thirty days prior notice. ........ ~~and the right to renew this lease for a further period of~~ ........ ~~on the same terms and conditions by giving to the Lessor in either case days' written notice of its election so to do~~

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at 357 W. Locust Street (60610) ........ or at such other place as the Lessor from time to time in writing may appoint.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of One Hundred Seventy-Five and no/100---------------- ($ 175.00 ........) Dollars per month, payable in advance on the first day of each calendar month ~~at~~ by the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at their own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

Lessor to furnish heat, electricity, gas, hot water and kitchen facilities.

It is mutually agreed and understood by and between the parties hereto that the remuneration mentioned in this lease is payable solely from funds when made available by the Federal Government.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

**In Witness Whereof,** this lease is signed by or on behalf of the parties hereto the day and year first above written.

**(Signature forms omitted)**

(Continued from page 7298)

sioner of the Department of Streets and Sanitation, and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on page 7303 of this Journal]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

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### Execution of Sundry Lease Agreements Authorized with Chicago Park District for Eleven Specified Locations.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, to authorize the execution of sundry lease agreements with the Chicago Park District for eleven specified sites.

On motion made by Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Kuta, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, Wigoda—42.

*Nays*—None.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, leases to the Chicago Park District, a Municipal Corporation, the following premises commonly known as:

Seneca Park, located at N. Seneca and E. Pearson Streets, Chicago, Illinois, and more particularly described as the area inside the red lines on the plat hereto attached, marked Exhibit "A", and made a part hereof.

Murray Playground located at 1743 W. 73rd Street, Chicago, Illinois, and more particularly described as the area inside the red lines on the plat hereto attached, marked Exhibit "A", and made a part hereof.

Kells playground located at 3203 W. Chicago Avenue, Chicago, Illinois, and more particularly described as the area inside the red lines on the plat hereto attached, marked Exhibit "A", and made a part hereof.

Griffith Natatorium and Block Park located at S. Harvard Avenue and W. 103rd Street, Chicago, Illinois, and more particularly described as the areas inside the red lines on the plat hereto attached, marked Exhibit "A" and made a part hereof.

Clark Playground located at 4615 W. Jackson Boulevard, Chicago, Illinois, and more particularly described as the area inside the red lines on the plat hereto attached, marked Exhibit "A", and made a part hereof.

Gross Playground located at 2708 W. Lawrence Avenue, Chicago, Illinois, and more particularly described as the area inside the red lines on the plat hereto attached, marked Exhibit "A", and made a part hereof.

Jackson Natatorium located at 3506 W. Fillmore Street, Chicago, Illinois, and more particularly described as the area inside the red lines on the plat hereto attached, marked Exhibit "A", and made a part hereof.

Rogers Park Beach and Playground located at 1222 W. Touhy Avenue, Chicago, Illinois, and more particularly described as the area inside the red lines on the plat hereto attached, marked Exhibit "A", and made a part hereof.

Hodes Park located at the southeast corner of E. 73rd Street and Stony Island Avenue, Chicago, Illinois, and Woodhull Playground located at 7340 East End Avenue, Chicago, Illinois, and more particularly described as the areas inside the red lines on the plat hereto attached, marked Exhibit "A", and made a part hereof.

Oakland Park located at E. 39th Street and Lake Park Avenue, Chicago, Illinois, and more particularly described as the area inside the red lines on the plat hereto attached, marked Exhibit "A", and made a part hereof.

Beilfuss Natatorium and Playground located at Nos. 1721-1725 N. Springfield Avenue, Chicago, Illinois, and more particularly described as the area inside the red lines on the plat hereto attached, marked Exhibit "A", and made a part hereof.

such leases to be approved by the Commissioner of the Department of Water and Sewers, and to be approved as to form and legality by the Corporation Counsel in the following form:

*Seneca Park*

This Indenture, made and entered into in the City of Chicago, County of Cook, and State of Illinois, on the ........... day of .............................., A.D., 1970, by and between the City of Chicago, a Municipal Corporation, created and existing under the laws of the State of Illinois, party of the first part, hereinafter referred to as "Lessor", and the Chicago Park District, a Municipal Corporation, created and existing under the laws of the State of Illinois, party of the second part, hereinafter referred to as "Lessee".

WITNESSETH:

Whereas, by the terms of Section 59-1, Chapter 24, of the Revised Statutes of the State of Illinois, it is provided in part as follows:

"Any City or Village incorporated under any general or special law which acquires or holds any real estate for any purpose whatsoever, except real estate granted to a municipality as commons by a grant which has been confirmed by the government of the United States, has the power to lease the real estate for any term not exceeding ninety-nine years,"

and;

Whereas, by the terms of Section 15, of the Act of the Legislature of the State of Illinois, creating the Chicago Park District, approved July 10, 1933, as amended (Ill. Rev. Stats. 1959, Chap. 105, par. 333.15) it is provided in part as follows:

"* * * * And said Chicago Park District shall have power to acquire by lease or permit from

(continued on page 7304)

**This Agreement,** Made this day of

A. D. 19 , between Nick Marks

, as Lessor

and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

**Witnesseth:** That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit:

Space in building at 3441 E. 100th Street, consisting of two offices and vacant land adjoining, comprising approximately 22,500 square feet; for temporary quarters for the Tenth Ward as office and garage.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of February A. D. 19 70, and ending on the 31st day of January A. D. 1971. Lessee has the right to terminate this lease upon thirty days prior written notice ~~and the right to renew this lease for a further period of~~

~~on the same terms and conditions by giving to the Lessor in either case days' written notice of its election so to do.~~

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at 10021 S. Torrence Avenue (60617) or at such other place as the Lessor from time to time in writing may appoint.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of Two Hundred Twenty-Five and no/100-----------------($ 225.00) Dollars per month, payable in advance on the first day of each calendar month ~~at~~ by the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at their own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

Lessor will furnish heat and all utilities.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor , and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor , excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do; or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

**In Witness Whereof,** this lease is signed by or on behalf of the parties hereto the day and year first above written.

(Signature forms omitted)

(continued from page 7302)

any other municipal corporation the right to occupy and use real estate land and riparian estates for park and parkway purposes and to improve, maintain and equip the same as a park or playground,"

Whereas, Lessee is organized for the purpose of operating parks and playgrounds within the City of Chicago, and desires to operate certain parks now owned and operated by the City of Chicago, and;

Whereas, Lessor is willing to demise said parks and playgrounds to Lessee upon the conditions hereinafter expressed.

Now, Therefore, in consideration of the premises and of the covenants, conditions and agreements herein contained, the parties hereto agree as follows:

1. Lessor hereby leases to Lessee, the following premises commonly known as:

> Seneca Park located at N. Seneca and E. Pearson Streets, Chicago, Illinois, and more particularly described as the area inside the red lines on the plat hereto attached, marked Exhibit "A", and made a part hereof.

[Exhibit "A" printed on page 7305 of this Journal]

To Have and to Hold the same demised premises for a term of Ten (10) years commencing the 1st day of January, 1970, and ending on the 31st day of December, 1979. Lessee agrees to pay Lessor, at the office of the Comptroller of said Lessor, or his successor, as rent for said premises the annual rental of One Dollar ($1.00), payable in advance on the 1st day of January of each year during the term hereof.

2. It is expressly understood and agreed that said premises are to be used by Lessee exclusively for public park and recreational purposes.

3. It is further understood and agreed that the Lessee shall maintain land and buildings if any, in first class condition, and shall at its own cost and expense, make all repairs to the premises; and upon termination of this lease will yield up said premises to Lessor in good condition and repair (loss by fire and ordinary wear excepted).

4. Lessee, upon the written approval of the Commissioner of Water and Sewers, shall have the right, at its sole cost and expense during the term of this lease, to alter, reconstruct, or demolish existing buildings and structures, except those structures which may be required to be used by the Department of Water and Sewers, and to construct new buildings or structures, and attach fixtures and use and install underground facilities and utilities in, or upon the demised premises. All buildings and structures shall be in harmony with the general park development in the area, or with the recreational purpose desired to be served. Those buildings, structures, fixtures, facilities and utilities so placed in, upon, or attached to the demised premises by Lessee, shall remain the property of Lessee, except as is otherwise hereinafter provided.

5. Lessee shall not assign this lease, or any interest therein, or sublet any portion of the premises herein demised, but may grant permission and authority to any person to occupy and use space within the demised premises for any service necessary, incidental, or desirable to the operation for park purposes upon such terms and conditions as may be prescribed by Lessee.

6. It is further covenanted and agreed by and between the parties hereto, that either of the parties shall have the right and privilege of terminating this lease at any time upon giving six months notice, in writing, to the other party of its intention so to do, and in the event this lease is so terminated, then all rights and interests of the parties hereto shall thereupon cease and determine, and any permanent building erected by Lessee shall thereupon be, and become the property of Lessor. At the option of Lessor, any and all structures which have been placed thereon by Lessee shall be removed or demolished at the expense of Lessee, and said premises restored to the same condition as when leased, except that Lessee shall not be required to restore buildings or structures demolished pursuant to the provisions of paragraph 4 of this lease.

In Witness Whereof, the City of Chicago has caused These Presents to be executed in its name by its Mayor, attested by its City Clerk, and its corporate seal hereunto affixed, and the Chicago Park District has caused These Presents to be executed in its name by its President, attested by its Secretary, and its corporate seal hereunto affixed the day and year first above written.

[Signature forms omitted]

### *Murray Playground*

This Indenture, made and entered into in the City of Chicago, County of Cook, and State of Illinois, on the ........... day of ..............................., A.D., 1970, by and between the City of Chicago, a Municipal Corporation, created and existing under the laws of the State of Illinois party of the first part, hereinafter referred to as "Lessor", and the Chicago Park District, a Municipal Corporation, created and existing under the laws of the State of Illinois, party of the second part, hereinafter referred to as "Lessee".

WITNESSETH:

Whereas, by the terms of Section 59-1, Chapter 24, of the Revised Statutes of the State of Illinois, it is provided in part as follows:

> "Any City or Village incorporated under any general or special law which acquires or holds any real estate for any purpose whatsoever except real estate granted to a municipality as commons by a grant which has been confirmed by the government of the United States, has the power to lease the real estate for any term not exceeding ninety-nine years,"

and;

Whereas, by the terms of Section 15, of the Act of the Legislature of the State of Illinois, creating the Chicago Park District, approved July 10, 1933, as amended (Ill. Rev. Stats. 1959, Chap. 105 par. 333.15) it is provided in part as follows:

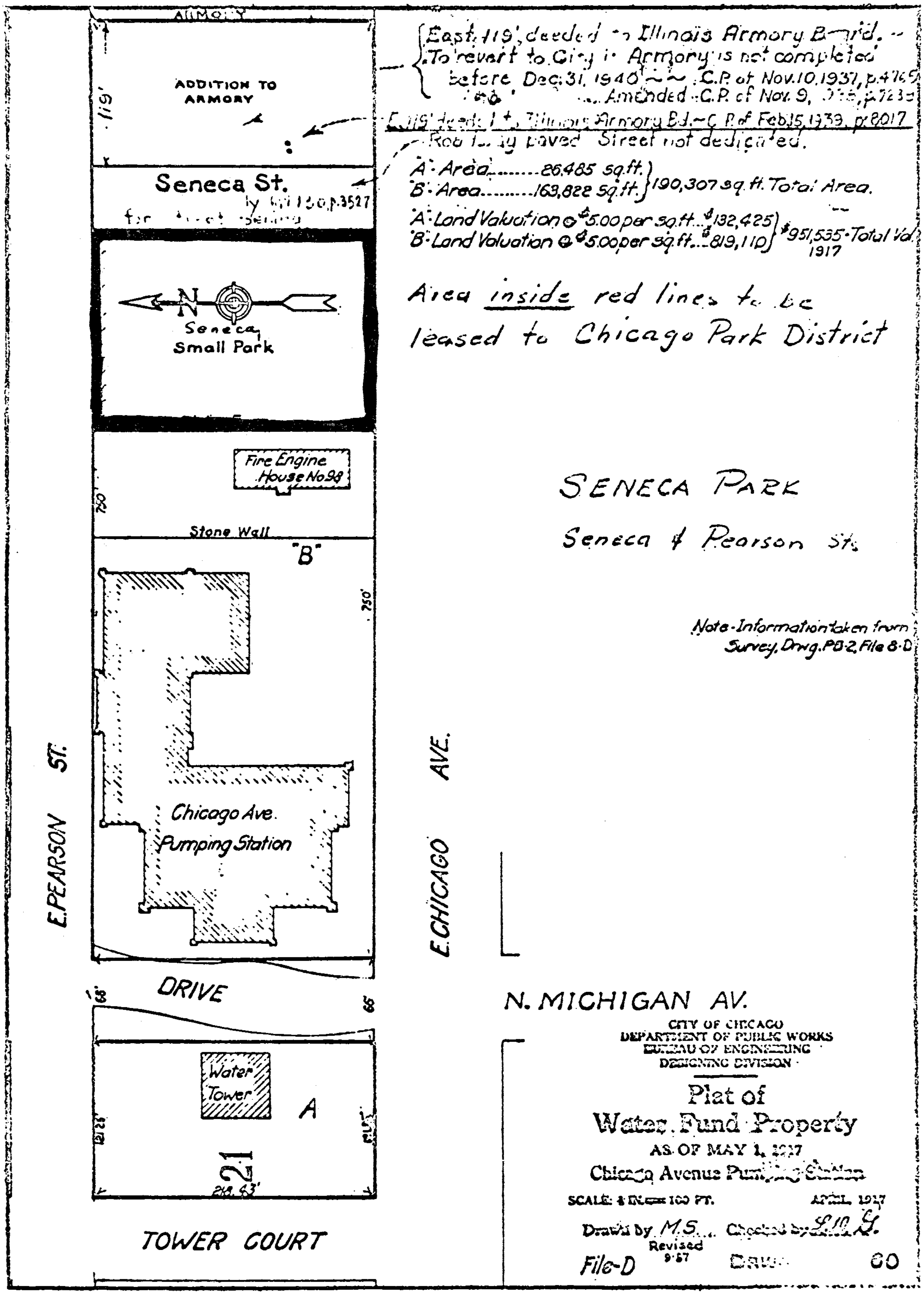
> "* * * * And said Chicago Park District shall have power to acquire by lease or permit from any other municipal corporation the right to occupy and use real estate land and riparian estates for park and parkway purposes and to improve, maintain and equip the same as a park or playground,"

Whereas, Lessee is organized for the purpose of of operating parks and playgrounds within the City of Chicago, and desires to operate certain parks now owned and operated by the City of Chicago, and;

Whereas, Lessor is willing to demise said parks and playgrounds to Lessee upon the conditions hereinafter expressed.

Now, Therefore, in consideration of the premises and of the covenants, conditions and agreements

(continued on page 7306)


ARMORY
ADDITION TO ARMORY
119'
Seneca St.
by [illegible] 1 [illegible] p.3527
for [illegible]
N
Seneca Small Park
Fire Engine House No 98
750'
Stone Wall
"B"
750'
Chicago Ave. Pumping Station
E. PEARSON ST.
E. CHICAGO AVE.
DRIVE
68
68
Water Tower
A
21
218.63'
TOWER COURT
N. MICHIGAN AV.

East 119', deeded to Illinois Armory Board. —
To revert to City if Armory is not completed
before Dec. 31, 1940 — C.P. of Nov. 10, 1937, p. 4769
[illegible] Amended C.P. of Nov. 9, [illegible], p. 7238

E. 119' deeded to Illinois Armory Bd. — C.P. of Feb. 15, 1939, p. 8017

Roadway paved Street not dedicated.

A · Area ........ 26,485 sq. ft.
B · Area ........ 163,822 sq. ft. } 190,307 sq. ft. Total Area.

A · Land Valuation @ $5.00 per sq. ft. ... $132,425
B · Land Valuation @ $5.00 per sq. ft. ... $819,110 } $951,535 · Total Val. 1917

Area inside red lines to be leased to Chicago Park District

SENECA PARK

Seneca & Pearson Sts.

Note - Information taken from Survey, Drwg. PB-2, File 8-D

CITY OF CHICAGO
DEPARTMENT OF PUBLIC WORKS
BUREAU OF ENGINEERING
DESIGNING DIVISION

Plat of
Water Fund Property
AS OF MAY 1, 1917
Chicago Avenue Pumping Station

SCALE: 1 INCH = 100 FT. APRIL 1917

Drawn by M.S. Checked by [illegible]
Revised 9-57

File-D Drwg. 60

(continued from page 7304)

herein contained, the parties hereto agree as follows:

1. Lessor hereby leases to Lessee, the following premises commonly known as:

> Murray Playground located at 1743 W. 73rd Street, Chicago, Illinois, and more particularly described as the area inside the red lines on the plat hereto attached, marked Exhibit "A", and made a part hereof.

[Exhibit "A" printed on page 7307
of this Journal]

To Have and to Hold the same demised premises for a term of Ten (10) years, commencing the 1st day of January, 1970, and ending on the 31st day of December, 1979. Lessee agrees to pay Lessor, at the office of the Comptroller of said Lessor, or his successor, as rent for said premises the annual rental of One Dollar ($1.00), payable in advance on the 1st day of January of each year during the term hereof.

2. It is expressly understood and agreed that said premises are to be used by Lessee exclusively for public park and recreational purposes.

3. It is further understood and agreed that the Lessee shall maintain land and buildings, if any, in first class condition, and shall at its own cost and expense, make all repairs to the premises; and upon termination of this lease will yield up said premises to Lessor in good condition and repair (loss by fire and ordinary wear excepted).

4. Lessee, upon the written approval of the Commissioner of Water and Sewers, shall have the right, at its sole cost and expense during the term of this lease, to alter, reconstruct, or demolish existing buildings and structures, except those structures which may be required to be used by the Department of Water and Sewers, and to construct new buildings or structures, and attach fixtures and use and install underground facilities and utilities in, or upon the demised premises. All buildings and structures shall be in harmony with the general park development in the area, or with the recreational purpose desired to be served. Those buildings, structures, fixtures, facilities and utilities so placed in, upon, or attached to the demised premises by Lessee, shall remain the property of Lessee, except as is otherwise hereinafter provided.

5. Lessee shall not assign this lease, or any interest therein, or sublet any portion of the premises herein demised, but may grant permission and authority to any person to occupy and use space within the demised premises for any service necessary, incidental, or desirable to the operation for park purposes upon such terms and conditions as may be prescribed by Lessee.

6. It is further covenanted and agreed by and between the parties hereto, that either of the parties shall have the right and privilege of terminating this lease at any time upon giving six months notice, in writing, to the other party of its intention so to do, and in the event this lease is so terminated, then all rights and interests of the parties hereto shall thereupon cease and determine, and any permanent building erected by Lessee shall thereupon be, and become the property of Lessor. At the option of Lessor, any and all structures which have been placed thereon by Lessee shall be removed or demolished at the expense of Lessee, and said premises restored to the same condition as when leased, except that Lessee shall not be required to restore buildings or structures demolished pursuant to the provisions of paragraph 4 of this lease.

In Witness Whereof, the City of Chicago has caused These Presents to be executed in its name by its Mayor, attested by its City Clerk, and its corporate seal hereunto affixed, and the Chicago Park District has caused These Presents to be executed in its name by its President, attested by its Secretary, and its corporate seal hereunto affixed the day and year first above written.

[Signature forms omitted]

### *Kells Playground*

This Indenture, made and entered into in the City of Chicago, County of Cook, and State of Illinois, on the ........... day of .............................., A.D., 1970, by and between the City of Chicago, a Municipal Corporation, created and existing under the laws of the State of Illinois, party of the first part, hereinafter referred to as "Lessor", and the Chicago Park District, a Municipal Corporation, created and existing under the laws of the State of Illinois, party of the second part, hereinafter referred to as "Lessee".

WITNESSETH:

Whereas, by the terms of Section 59-1, Chapter 24, of the Revised Statutes of the State of Illinois, it is provided in part as follows:

> "Any City or Village incorporated under any general or special law which acquires or holds any real estate for any purpose whatsoever, except real estate granted to a municipality as commons by a grant which has been confirmed by the government of the United States, has the power to lease the real estate for any term not exceeding ninety-nine years,"

and;

Whereas, by the terms of Section 15, of the Act of the Legislature of the State of Illinois, creating the Chicago Park District, approved July 10, 1933, as amended (Ill. Rev. Stats. 1959, Chap. 105, par. 333.15) it is provided in part as follows:

> "* * * * And said Chicago Park District shall have power to acquire by lease or permit from any other municipal corporation the right to occupy and use real estate land and riparian estates for park and parkway purposes and to improve, maintain and equip the same as a park or playground,"

Whereas, Lessee is organized for the purpose of of operating parks and playgrounds within the City of Chicago, and desires to operate certain parks now owned and operated by the City of Chicago, and;

Whereas, Lessor is willing to demise said parks and playgrounds to Lessee upon the conditions hereinafter expressed.

Now, Therefore, in consideration of the premises and of the covenants, conditions and agreements herein contained, the parties hereto agree as follows:

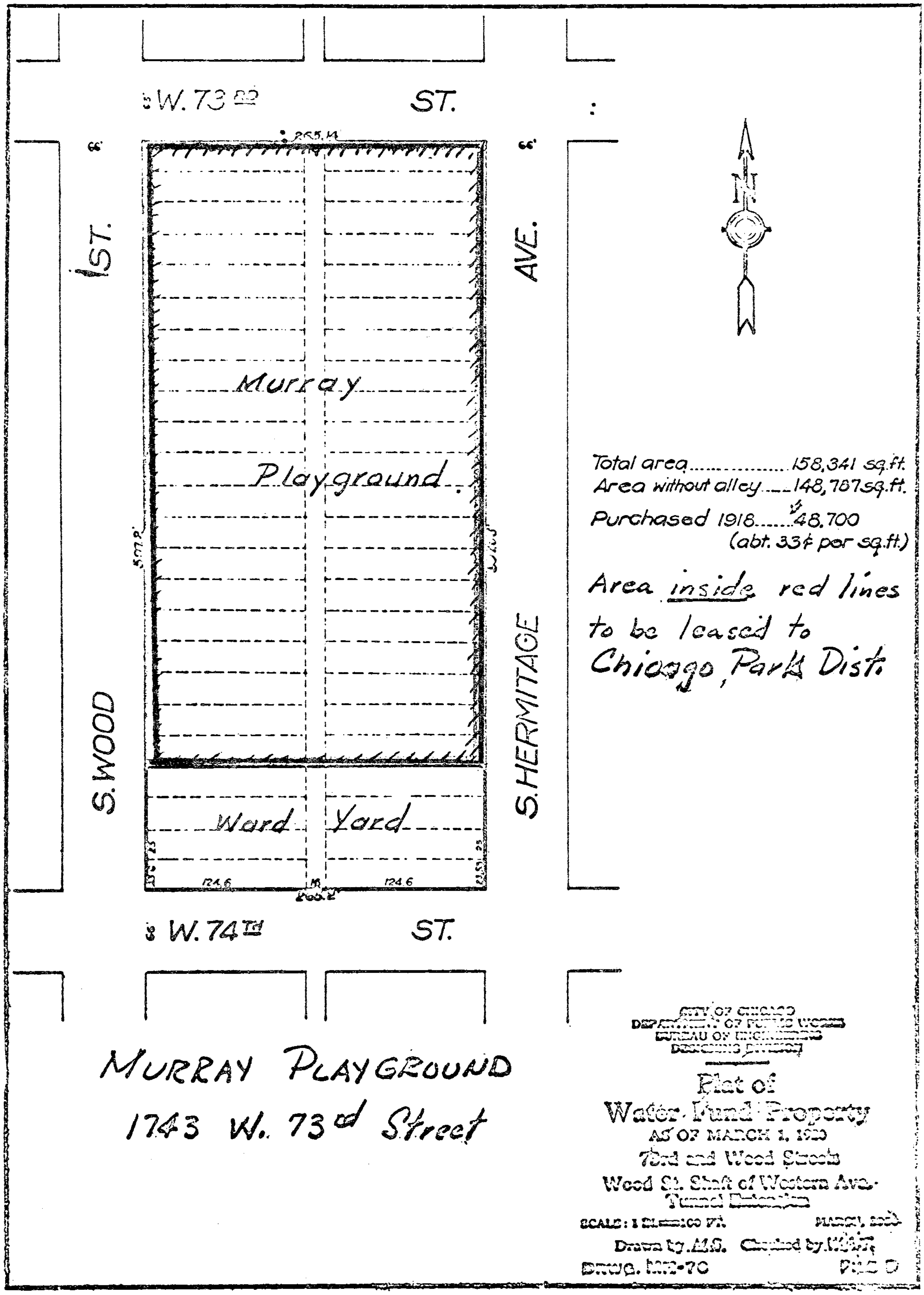
1. Lessor hereby leases to Lessee, the following premises commonly known as:

> Kells Playground located at 3203 W. Chicago Avenue, Chicago, Illinois, and more particularly described as the area inside the red lines on the plat hereto attached, marked Exhibit "A", and made a part hereof.

[Exhibit "A" printed on page 7308
of this Journal]

To Have and to Hold the same demised premises for a term of Ten (10) years, commencing the 1st

(continued on page 7309)

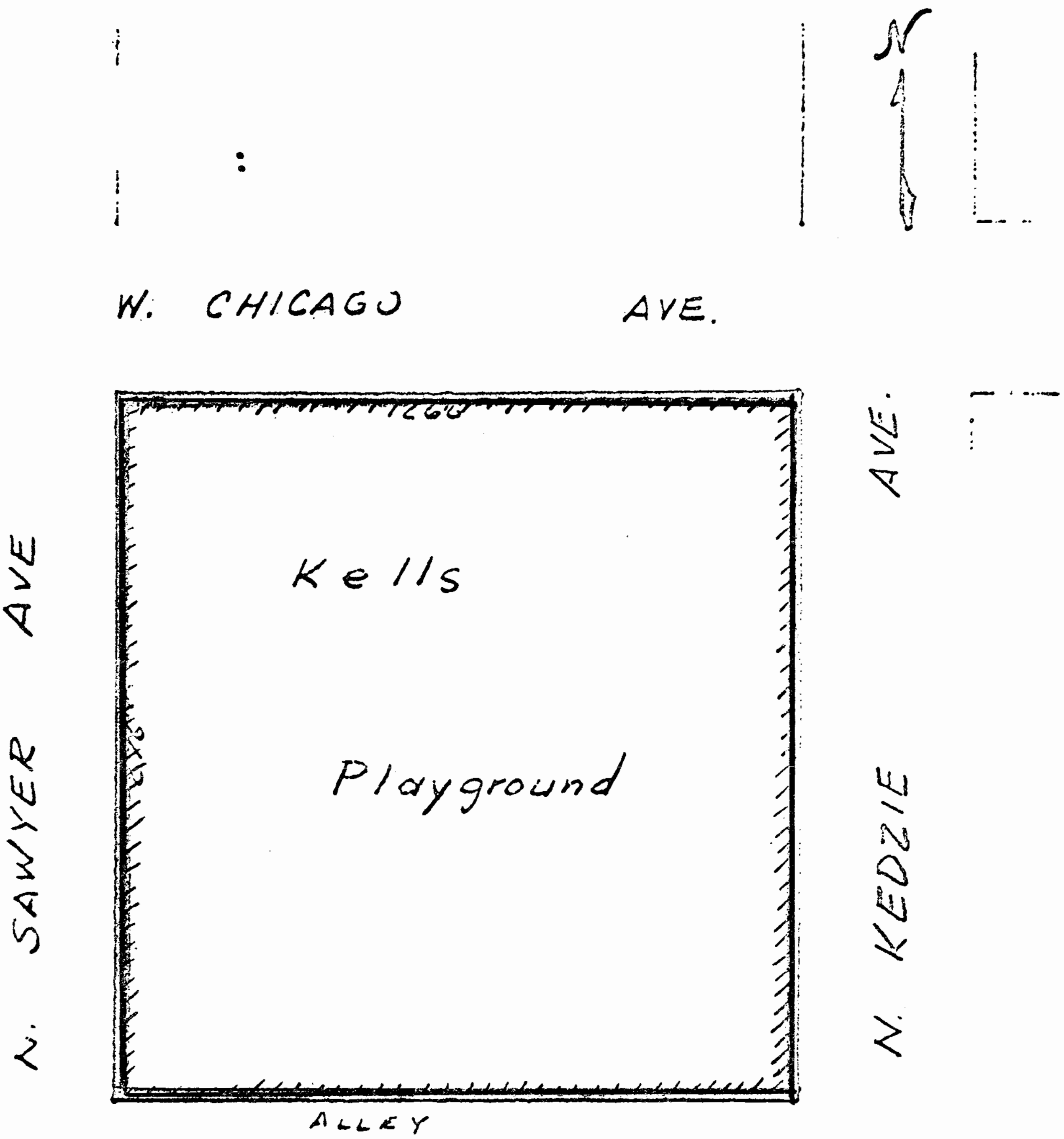

W. 73rd ST.
66'
265.14
S. WOOD ST.
S. HERMITAGE AVE.
N
Murray Playground
597.2'
Ward Yard
25
124.6
16
124.6
265.2
W. 74th ST.

Total area 158,341 sq.ft.
Area without alley 148,787 sq.ft.
Purchased 1918 $48,700
(abt. 33¢ per sq.ft.)

Area inside red lines to be leased to Chicago, Park Dist.

MURRAY PLAYGROUND
1743 W. 73rd Street

City of Chicago
Department of Public Works
Bureau of Engineering
Designing Division
Plat of
Water Fund Property
As of March 1, 1920
73rd and Wood Streets
Wood St. Shaft of Western Ave.
Tunnel Extension
Scale: 1 in.=100 Ft. [illegible]
Drawn by M.S. Checked by [illegible]
Dwg. No. [illegible]-70 File D


N
W. CHICAGO AVE.
N. SAWYER AVE
N. KEDZIE AVE.
Kells Playground
ALLEY

Area *inside* red lines to be leased to Chicago Park District

DEPT. OF WATER & SEWERS

KELLS PLAYGROUND

3203 W. CHICAGO AVE.

(Continued from page 7306)

day of January, 1970, and ending on the 31st day of December, 1979. Lessee agrees to pay Lessor, at the office of the Comptroller of said Lessor, or his successor, as rent for said premises the annual rental of One Dollar ($1.00), payable in advance on the 1st day of January of each year during the term hereof.

2. It is expressly understood and agreed that said premises are to be used by Lessee exclusively for public park and recreational purposes.

3. It is further understood and agreed that the Lessee shall maintain land and buildings· if any, in first class condition, and shall at its own cost and expense, make all repairs to the premises; and upon termination of this lease will yield up said premises to Lessor in good condition and repair (loss by fire and ordinary wear excepted).

4. Lessee, upon the written approval of the Commissioner of Water and Sewers, shall have the right, at its sole cost and expense during the term of this lease, to alter, reconstruct, or demolish existing buildings and structures, except those structures which may be required to be used by the Department of Water and Sewers, and to construct new buildings or structures, and attach fixtures and use and install underground facilities and utilities in, or upon the demised premises. All buildings and structures shall be in harmony with the general park development in the area, or with the recreational purpose desired to be served. Those buildings, structures, fixtures, facilities and utilities so placed in, upon, or attached to the demised premises by Lessee, shall remain the property of Lessee, except as is otherwise hereinafter provided.

5. Lessee shall not assign this lease, or any interest therein, or sublet any portion of the premises herein demised, but may grant permission and authority to any person to occupy and use space within the demised premises for any service necessary, incidental, or desirable to the operation for park purposes upon such terms and conditions as may be prescribed by Lessee.

6. It is further covenanted and agreed by and between the parties hereto, that either of the parties shall have the right and privilege of terminating this lease at any time upon giving six months notice, in writing, to the other party of its intention so to do, and in the event this lease is so terminated, then all rights and interests of the parties hereto shall thereupon cease and determine, and any permanent building erected by Lessee shall thereupon be, and become the property of Lessor. At the option of Lessor, any and all structures which have been placed thereon by Lessee shall be removed or demolished at the expense of Lessee, and said premises restored to the same condition as when leased, except that Lessee shall not be required to restore buildings or structures demolished pursuant to the provisions of paragraph 4 of this lease.

In Witness Whereof, the City of Chicago has caused These Presents to be executed in its name by its Mayor, attested by its City Clerk, and its corporate seal hereunto affixed, and the Chicago Park District has caused These Presents to be executed in its name by its President, attested by its Secretary, and its corporate seal hereunto affixed the day and year first above written.

[Signature forms omitted]

### *Griffith Natatorium and Block Park*

This Indenture, made and entered into in the City of Chicago, County of Cook, and State of Illinois, on the ........... day of ..............................., A.D., 1970, by and between the City of Chicago, a Municipal Corporation, created and existing under the laws of the State of Illinois· party of the first part, hereinafter referred to as "Lessor", and the Chicago Park District, a Municipal Corporation, created and existing under the laws of the State of Illinois, party of the second part, hereinafter referred to as "Lessee".

WITNESSETH:

Whereas, by the terms of Section 59-1, Chapter 24, of the Revised Statutes of the State of Illinois, it is provided in part as follows:

> "Any City or Village incorporated under any general or special law which acquires or holds any real estate for any purpose whatsoever· except real estate granted to a municipality as commons by a grant which has been confirmed by the government of the United States, has the power to lease the real estate for any term not exceeding ninety-nine years,"

and;

Whereas, by the terms of Section 15, of the Act of the Legislature of the State of Illinois, creating the Chicago Park District, approved July 10, 1933, as amended (Ill. Rev. Stats. 1959, Chap. 105· par. 333.15) it is provided in part as follows:

> "* * * And said Chicago Park District shall have power to acquire by lease or permit from any other municipal corporation the right to occupy and use real estate land and riparian estates for park and parkway purposes and to improve, maintain and equip the same as a park or playground,"

Whereas, Lessee is organized for the purpose of of operating parks and playgrounds within the City of Chicago, and desires to operate certain parks now owned and operated by the City of Chicago; and;

Whereas, Lessor is willing to demise said parks and playgrounds to Lessee upon the conditions hereinafter expressed.

Now, Therefore, in consideration of the premises and of the covenants, conditions and agreements herein contained, the parties hereto agree as follows:

1. Lessor hereby leases to Lessee, the following premises commonly known as:

> Griffith Natatorium and Block Park located at S. Harvard Avenue and W. 103rd Street, Chicago, Illinois, and more particularly described as the areas inside the red lines on the plat hereto attached, marked Exhibit "A', and made a part hereof.

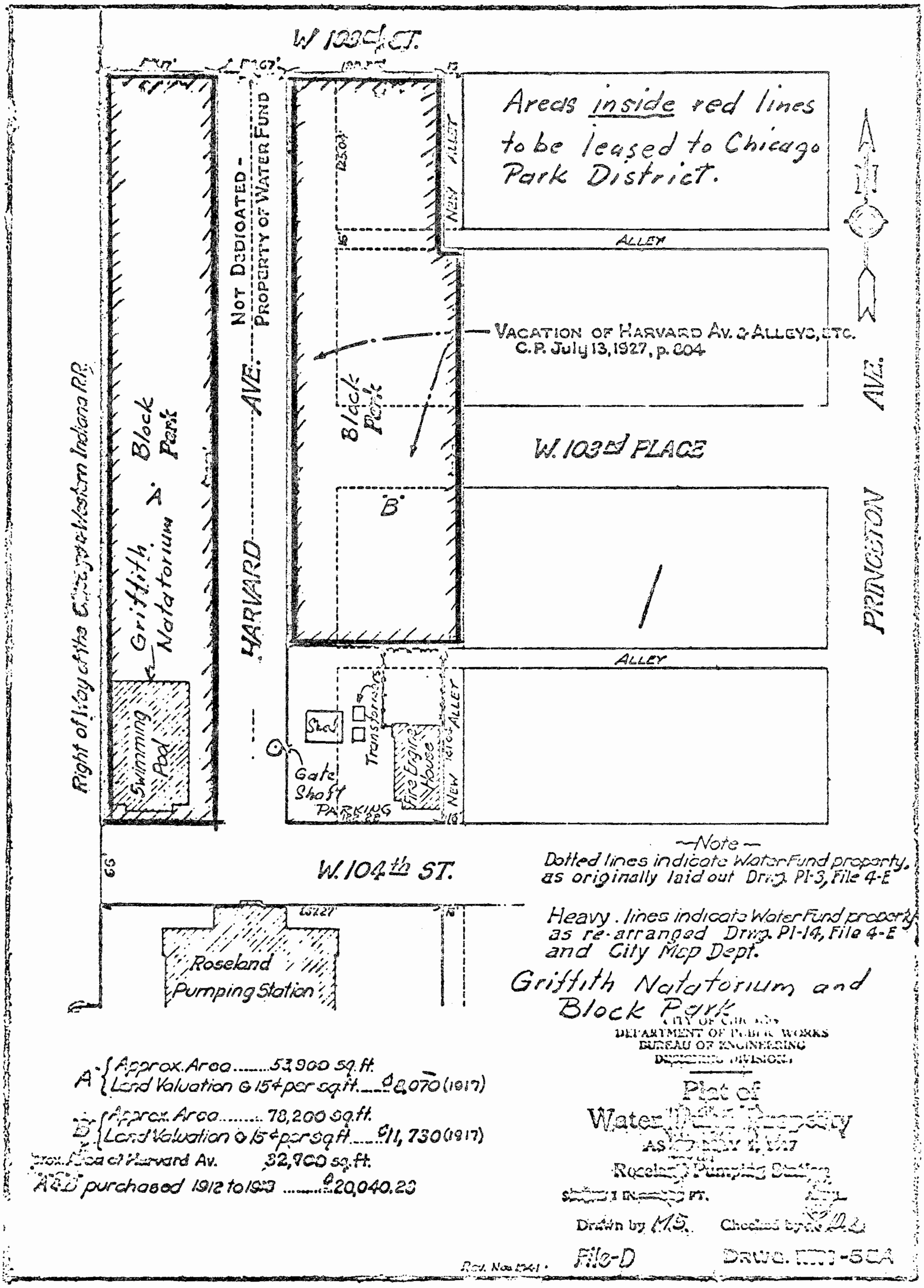
[Exhibit "A" printed on page 7310 of this Journal]

To Have and to Hold the same demised premises for a term of Ten (10) years· commencing the 1st day of January, 1970, and ending on the 31st day of December, 1979. Lessee agrees to pay Lessor, at the office of the Comptroller of said Lessor, or his successor, as rent for said premises the annual rental of One Dollar ($1.00), payable in advance on the 1st day of January of each year during the term hereof.

2. It is expressly understood and agreed that said premises are to be used by Lessee exclusively for public park and recreational purposes.

3. It is further understood and agreed that the Lessee shall maintain land and buildings· if any, in first class condition, and shall at its own cost and

(continued on page 7311)


W. 103rd ST.
Areas inside red lines to be leased to Chicago Park District.
NOT DEDICATED - PROPERTY OF WATER FUND
NEW ALLEY
ALLEY
VACATION OF HARVARD AV. & ALLEYS, ETC. C.P. July 13, 1927, p. 604
HARVARD AVE.
Block Park
W. 103rd PLACE
B
Right of Way of the Chicago & Western Indiana R.R.
Griffith Natatorium
Block Park
A
PRINCETON AVE.
Swimming Pool
Gate Shaft
Transformers
Fire Engine House
PARKING
NEW ALLEY
W. 104th ST.
Roseland Pumping Station
—Note—
Dotted lines indicate Water Fund property, as originally laid out Drwg. Pl-3, File 4-E
Heavy lines indicate Water Fund property as re-arranged Drwg. Pl-14, File 4-E and City Map Dept.
Griffith Natatorium and Block Park
CITY OF CHICAGO
DEPARTMENT OF PUBLIC WORKS
BUREAU OF ENGINEERING
Plat of
Water [illegible] Property
Roseland Pumping Station
Drawn by M.S.
Checked by
File-D
DRWG. [illegible]-5CA

A {Approx. Area.......53,900 sq. ft.
Land Valuation @ 15¢ per sq. ft.....$8,070 (1917)

B {Approx. Area.......78,200 sq. ft.
Land Valuation @ 15¢ per sq. ft.....$11,730 (1917)

Approx. Area of Harvard Av. 32,900 sq. ft.

"A & B" purchased 1912 to 1913 .......$20,040.23

(continued from page 7309)

expense, make all repairs to the premises; and upon termination of this lease will yield up said premises to Lessor in good condition and repair (loss by fire and ordinary wear excepted).

4. Lessee, upon the written approval of the Commissioner of Water and Sewers, shall have the right, at its sole cost and expense during the term of this lease, to alter, reconstruct, or demolish existing buildings and structures, except those structures which may be required to be used by the Department of Water and Sewers, and to construct new buildings or structures, and attach fixtures and use and install underground facilities and utilities in, or upon the demised premises. All buildings and structures shall be in harmony with the general park development in the area, or with the recreational purpose desired to be served. Those buildings, structures, fixtures, facilities and utilities so placed in, upon, or attached to the demised premises by Lessee, shall remain the property of Lessee, except as is otherwise hereinafter provided.

5. Lessee shall not assign this lease, or any interest therein, or sublet any portion of the premises herein demised, but may grant permission and authority to any person to occupy and use space within the demised premises for any service necessary, incidental, or desirable to the operation for park purposes upon such terms and conditions as may be prescribed by Lessee.

6. It is further covenanted and agreed by and between the parties hereto, that either of the parties shall have the right and privilege of terminating this lease at any time upon giving six months notice, in writing, to the other party of its intention so to do, and in the event this lease is so terminated, then all rights and interests of the parties hereto shall thereupon cease and determine, and any permanent building erected by Lessee shall thereupon be, and become the property of Lessor. At the option of Lessor, any and all structures which have been placed thereon by Lessee shall be removed or demolished at the expense of Lessee, and said premises restored to the same condition as when leased, except that Lessee shall not be required to restore buildings or structures demolished pursuant to the provisions of paragraph 4 of this lease.

In Witness Whereof, the City of Chicago has caused These Presents to be executed in its name by its Mayor, attested by its City Clerk, and its corporate seal hereunto affixed, and the Chicago Park District has caused These Presents to be executed in its name by its President, attested by its Secretary, and its corporate seal hereunto affixed the day and year first above written.

[Signature forms omitted]

### *Clark Playground*

This Indenture, made and entered into in the City of Chicago, County of Cook, and State of Illinois, on the ........... day of .............................., A.D., 1970, by and between the City of Chicago, a Municipal Corporation, created and existing under the laws of the State of Illinois· party of the first part, hereinafter referred to as "Lessor", and the Chicago Park District, a Municipal Corporation, created and existing under the laws of the State of Illinois, party of the second part, hereinafter referred to as "Lessee".

WITNESSETH:

Whereas, by the terms of Section 59-1, Chapter 24, of the Revised Statutes of the State of Illinois, it is provided in part as follows:

> "Any City or Village incorporated under any general or special law which acquires or holds any real estate for any purpose whatsoever· except real estate granted to a municipality as commons by a grant which has been confirmed by the government of the United States, has the power to lease the real estate for any term not exceeding ninety-nine years,"

and;

Whereas, by the terms of Section 15, of the Act of the Legislature of the State of Illinois, creating the Chicago Park District, approved July 10, 1933, as amended (Ill. Rev. Stats. 1959, Chap. 105· par. 333.15) it is provided in part as follows:

> "* * * * And said Chicago Park District shall have power to acquire by lease or permit from any other municipal corporation the right to occupy and use real estate land and riparian estates for park and parkway purposes and to improve, maintain and equip the same as a park or playground,"

Whereas, Lessee is organized for the purpose of of operating parks and playgrounds within the City of Chicago, and desires to operate certain parks now owned and operated by the City of Chicago, and;

Whereas, Lessor is willing to demise said parks and playgrounds to Lessee upon the conditions hereinafter expressed.

Now, Therefore, in consideration of the premises and of the covenants, conditions and agreements herein contained, the parties hereto agree as follows:

1. Lessor hereby leases to Lessee, the following premises commonly known as:

> Clark Playground located at 4615 W. Jackson Boulevard, Chicago, Illinois, and more particularly described as the area inside the red lines on the plat hereto attached, marked Exhibit "A", and made a part hereof.

[Exhibit "A" printed on page 7312 of this Journal]

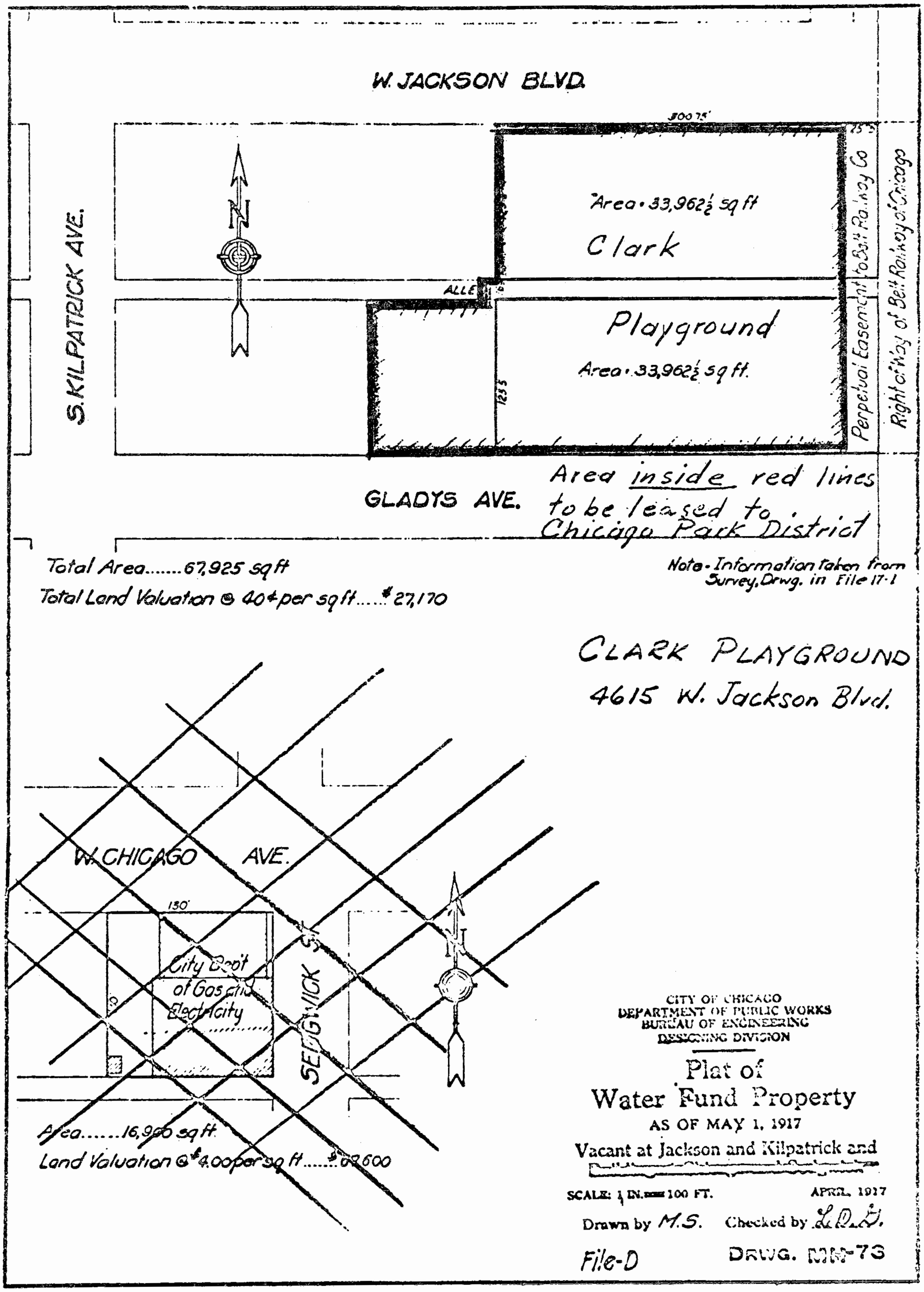
To Have and to Hold the same demised premises for a term of Ten (10) years· commencing the 1st day of January, 1970, and ending on the 31st day of December, 1979. Lessee agrees to pay Lessor, at the office of the Comptroller of said Lessor, or his successor, as rent for said premises the annual rental of One Dollar ($1.00), payable in advance on the 1st day of January of each year during the term hereof.

2. It is expressly understood and agreed that said premises are to be used by Lessee exclusively for public park and recreational purposes.

3. It is further understood and agreed that the Lessee shall maintain land and buildings· if any, in first class condition, and shall at its own cost and expense, make all repairs to the premises; and upon termination of this lease will yield up said premises to Lessor in good condition and repair (loss by fire and ordinary wear excepted).

4. Lessee, upon the written approval of the Commissioner of Water and Sewers, shall have the right, at its sole cost and expense during the term of this lease, to alter, reconstruct, or demolish existing buildings and structures, except those structures which may be required to be used by the Department of Water and Sewers,

(continued on page 7313)


W. JACKSON BLVD.
300.75'
75'
Area • 33,962½ sq ft
Clark
Playground
Area • 33,962½ sq ft.
ALLEY
123.5
S. KILPATRICK AVE.
N
Perpetual Easement to Belt Railway Co
Right of Way of Belt Railway of Chicago
GLADYS AVE.
Area inside red lines to be leased to Chicago Park District
Total Area.......67,925 sq ft
Total Land Valuation @ 40¢ per sq ft.....$27,170
Note • Information taken from Survey, Drwg. in File 17-1
CLARK PLAYGROUND
4615 W. Jackson Blvd.
W. CHICAGO AVE.
130'
City Dep't of Gas and Electricity
SEDGWICK ST.
N
Area......16,900 sq ft
Land Valuation @ $4.00 per sq ft.....$67,600
CITY OF CHICAGO
DEPARTMENT OF PUBLIC WORKS
BUREAU OF ENGINEERING
DESIGNING DIVISION
Plat of
Water Fund Property
AS OF MAY 1, 1917
Vacant at Jackson and Kilpatrick and
[illegible]
SCALE: 1 IN. = 100 FT.
APRIL, 1917
Drawn by M.S.
Checked by L.D.D.
File-D
DRWG. MN-73

(continued from page 7311)

and to construct new buildings or structures, and attach fixtures and use and install underground facilities and utilities in, or upon the demised premises. All buildings and structures shall be in harmony with the general park development in the area, or with the recreational purpose desired to be served. Those buildings, structures, fixtures, facilities and utilities so placed in, upon, or attached to the demised premises by Lessee, shall remain the property of Lessee, except as is otherwise hereinafter provided.

5. Lessee shall not assign this lease, or any interest therein, or sublet any portion of the premises herein demised, but may grant permission and authority to any person to occupy and use space within the demised premises for any service necessary, incidental, or desirable to the operation for park purposes upon such terms and conditions as may be prescribed by Lessee.

6. It is further covenanted and agreed by and between the parties hereto, that either of the parties shall have the right and privilege of terminating this lease at any time upon giving six months notice, in writing, to the other party of its intention so to do, and in the event this lease is so terminated, then all rights and interests of the parties hereto shall thereupon cease and determine, and any permanent building erected by Lessee shall thereupon be, and become the property of Lessor. At the option of Lessor, any and all structures which have been placed thereon by Lessee shall be removed or demolished at the expense of Lessee, and said premises restored to the same condition as when leased, except that Lessee shall not be required to restore buildings or structures demolished pursuant to the provisions of paragraph 4 of this lease.

In Witness Whereof, the City of Chicago has caused These Presents to be executed in its name by its Mayor, attested by its City Clerk, and its corporate seal hereunto affixed, and the Chicago Park District has caused These Presents to be executed in its name by its President, attested by its Secretary, and its corporate seal hereunto affixed the day and year first above written.

[Signature forms omitted]

### *Gross Playground*

This Indenture, made and entered into in the City of Chicago, County of Cook, and State of Illinois, on the ........... day of ..............................., A.D., 1970, by and between the City of Chicago, a Municipal Corporation, created and existing under the laws of the State of Illinois, party of the first part, hereinafter referred to as "Lessor", and the Chicago Park District, a Municipal Corporation, created and existing under the laws of the State of Illinois, party of the second part, hereinafter referred to as "Lessee".

WITNESSETH:

Whereas, by the terms of Section 59-1, Chapter 24, of the Revised Statutes of the State of Illinois, it is provided in part as follows:

> "Any City or Village incorporated under any general or special law which acquires or holds any real estate for any purpose whatsoever, except real estate granted to a municipality as commons by a grant which has been confirmed by the government of the United States, has the power to lease the real estate for any term not exceeding ninety-nine years,"

and;

Whereas, by the terms of Section 15, of the Act of the Legislature of the State of Illinois, creating the Chicago Park District, approved July 10, 1933, as amended (Ill. Rev. Stats. 1959, Chap. 105, par. 333.15) it is provided in part as follows:

> "* * * * And said Chicago Park District shall have power to acquire by lease or permit from any other municipal corporation the right to occupy and use real estate land and riparian estates for park and parkway purposes and to improve, maintain and equip the same as a park or playground,"

Whereas, Lessee is organized for the purpose of of operating parks and playgrounds within the City of Chicago, and desires to operate certain parks now owned and operated by the City of Chicago, and;

Whereas, Lessor is willing to demise said parks and playgrounds to Lessee upon the conditions hereinafter expressed.

Now, Therefore, in consideration of the premises and of the covenants, conditions and agreements herein contained, the parties hereto agree as follows:

1. Lessor hereby leases to Lessee, the following premises commonly known as:

> Gross Playground located at 2708 W. Lawrence Avenue, Chicago, Illinois, and more particularly described as the area inside the red lines on the plat hereto attached, marked Exhibit "A", and made a part hereof.

[Exhibit "A" printed on page 7314 of this Journal]

To Have and to Hold the same demised premises for a term of Ten (10) years, commencing the 1st day of January, 1970, and ending on the 31st day of December, 1979. Lessee agrees to pay Lessor, at the office of the Comptroller of said Lessor, or his successor, as rent for said premises the annual rental of One Dollar ($1.00), payable in advance on the 1st day of January of each year during the term hereof.

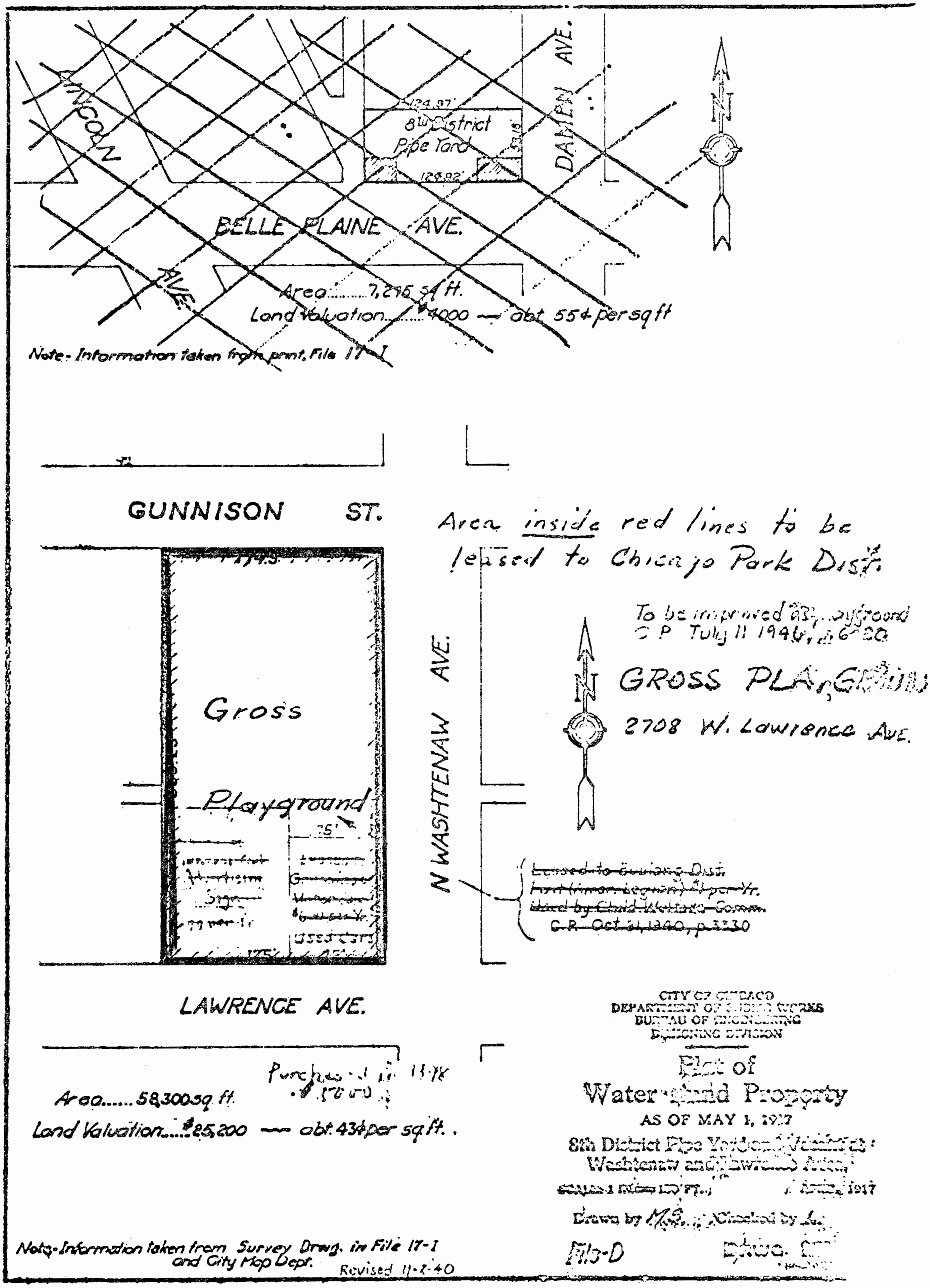
2. It is expressly understood and agreed that said premises are to be used by Lessee exclusively for public park and recreational purposes.

3. It is further understood and agreed that the Lessee shall maintain land and buildings, if any, in first class condition, and shall at its own cost and expense, make all repairs to the premises; and upon termination of this lease will yield up said premises to Lessor in good condition and repair (loss by fire and ordinary wear excepted).

4. Lessee, upon the written approval of the Commissioner of Water and Sewers, shall have the right, at its sole cost and expense during the term of this lease, to alter, reconstruct, or demolish existing buildings and structures, except those structures which may be required to be used by the Department of Water and Sewers, and to construct new buildings or structures, and attach fixtures and use and install underground facilities and utilities in, or upon the demised premises. All buildings and structures shall be in harmony with the general park development in the area, or with the recreational purpose desired to be served. Those buildings, structures, fixtures, facilities and utilities so placed in, upon, or attached to the demised premises by Lessee, shall remain the property of Lessee, except as is otherwise hereinafter provided.

5. Lessee shall not assign this lease, or any interest therein, or sublet any portion of the premises herein demised, but may grant permission and

(continued on page 7315)


LINCOLN AVE.
BELLE PLAINE AVE.
DAMEN AVE.
8th District Pipe Yard
124.97'
124.92'
Area..........7,296 sq ft.
Land Valuation.......$4000 — abt 55¢ per sq ft
Note - Information taken from print, File 17-I
N
GUNNISON ST.
LAWRENCE AVE.
N WASHTENAW AVE.
Gross Playground
175'
Area inside red lines to be leased to Chicago Park Dist.
To be improved as playground C P July 11 1946, p 6-20
GROSS PLAYGROUND
2708 W. Lawrence Ave.
~~Leased to Sanitary Dist. Hgt (improvement) $1 per Yr. Used by Child Welfare Comm. C.R. Oct 31, 1940, p 3330~~
Purchased in 1918
Area......58,300 sq. ft.
Land Valuation.....$25,200 — abt. 43¢ per sq. ft.
Note - Information taken from Survey Drwg. in File 17-I and City Map Dept.
Revised 11-7-40
CITY OF CHICAGO
DEPARTMENT OF PUBLIC WORKS
BUREAU OF ENGINEERING
DESIGNING DIVISION
Plat of
Water Fund Property
AS OF MAY 1, 1917
8th District Pipe Yard and Vicinity
Washtenaw and Lawrence Aves.
SCALE 1 INCH = 100 FT.
April 1917
Drawn by M.S. Checked by
File-D

(continued from page 7313)

authority to any person to occupy and use space within the demised premises for any service necessary, incidental, or desirable to the operation for park purposes upon such terms and conditions as may be prescribed by Lessee.

6. It is further covenanted and agreed by and between the parties hereto, that either of the parties shall have the right and privilege of terminating this lease at any time upon giving six months notice, in writing, to the other party of its intention so to do, and in the event this lease is so terminated, then all rights and interests of the parties hereto shall thereupon cease and determine, and any permanent building erected by Lessee shall thereupon be, and become the property of Lessor. At the option of Lessor, any and all structures which have been placed thereon by Lessee shall be removed or demolished at the expense of Lessee, and said premises restored to the same condition as when leased, except that Lessee shall not be required to restore buildings or structures demolished pursuant to the provisions of paragraph 4 of this lease.

In Witness Whereof, the City of Chicago has caused These Presents to be executed in its name by its Mayor, attested by its City Clerk, and its corporate seal hereunto affixed, and the Chicago Park District has caused These Presents to be executed in its name by its President, attested by its Secretary, and its corporate seal hereunto affixed the day and year first above written.

[Signature forms omitted]

### *Jackson Natatorium*

This Indenture, made and entered into in the City of Chicago, County of Cook, and State of Illinois, on the ........... day of ..............................., A.D., 1970, by and between the City of Chicago, a Municipal Corporation, created and existing under the laws of the State of Illinois, party of the first part, hereinafter referred to as "Lessor", and the Chicago Park District, a Municipal Corporation, created and existing under the laws of the State of Illinois, party of the second part, hereinafter referred to as "Lessee".

WITNESSETH:

Whereas, by the terms of Section 59-1, Chapter 24, of the Revised Statutes of the State of Illinois, it is provided in part as follows:

> "Any City or Village incorporated under any general or special law which acquires or holds any real estate for any purpose whatsoever, except real estate granted to a municipality as commons by a grant which has been confirmed by the government of the United States, has the power to lease the real estate for any term not exceeding ninety-nine years,"

and;

Whereas, by the terms of Section 15, of the Act of the Legislature of the State of Illinois, creating the Chicago Park District, approved July 10, 1933, as amended (Ill. Rev. Stats. 1959, Chap. 105, par. 333.15) it is provided in part as follows:

> "* * * * And said Chicago Park District shall have power to acquire by lease or permit from any other municipal corporation the right to occupy and use real estate land and riparian estates for park and parkway purposes and to improve, maintain and equip the same as a park or playground,"

Whereas, Lessee is organized for the purpose of of operating parks and playgrounds within the City of Chicago, and desires to operate certain parks now owned and operated by the City of Chicago, and;

Whereas, Lessor is willing to demise said parks and playgrounds to Lessee upon the conditions hereinafter expressed.

Now, Therefore, in consideration of the premises and of the covenants, conditions and agreements herein contained, the parties hereto agree as follows:

1. Lessor hereby leases to Lessee, the following premises commonly known as:

> Jackson Natatorium located at 3506 W. Filmore Street, Chicago, Illinois, and more particularly described as the area inside the red lines on the plat hereto attached, marked Exhibit "A", and made a part hereof.

[Exhibit "A" printed on page 7316
of this Journal]

To Have and to Hold the same demised premises for a term of Ten (10) years, commencing the 1st day of January, 1970, and ending on the 31st day of December, 1979. Lessee agrees to pay Lessor, at the office of the Comptroller of said Lessor, or his successor, as rent for said premises the annual rental of One Dollar ($1.00), payable in advance on the 1st day of January of each year during the term hereof.

2. It is expressly understood and agreed that said premises are to be used by Lessee exclusively for public park and recreational purposes.

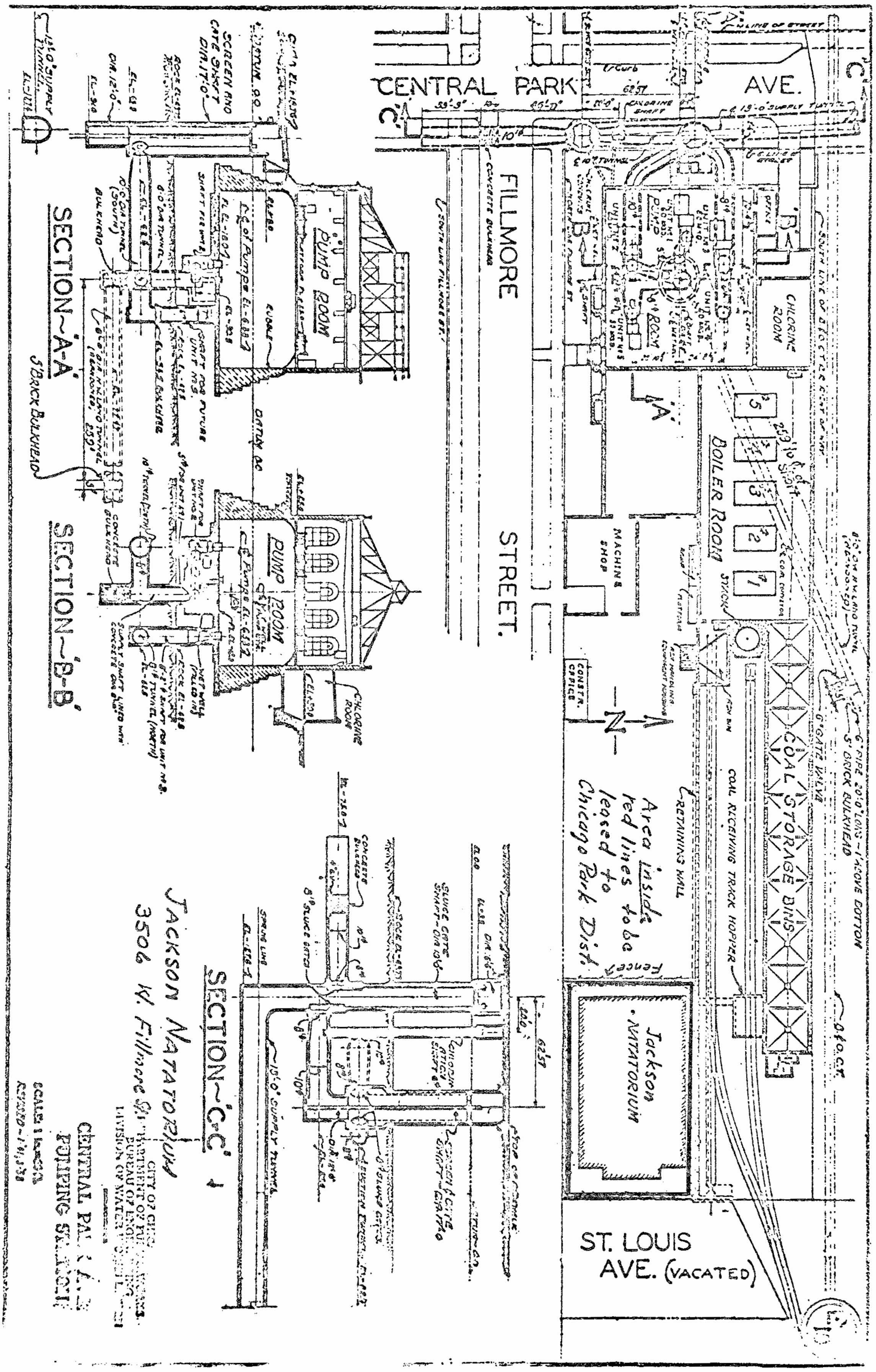
3. It is further understood and agreed that the Lessee shall maintain land and buildings if any, in first class condition, and shall at its own cost and expense, make all repairs to the premises; and upon termination of this lease will yield up said premises to Lessor in good condition and repair (loss by fire and ordinary wear excepted).

4. Lessee, upon the written approval of the Commissioner of Water and Sewers, shall have the right, at its sole cost and expense during the term of this lease, to alter, reconstruct, or demolish existing buildings and structures, except those structures which may be required to be used by the Department of Water and Sewers, and to construct new buildings or structures, and attach fixtures and use and install underground facilities and utilities in, or upon the demised premises. All buildings and structures shall be in harmony with the general park development in the area, or with the recreational purpose desired to be served. Those buildings, structures, fixtures, facilities and utilities so placed in, upon, or attached to the demised premises by Lessee, shall remain the property of Lessee, except as is otherwise hereinafter provided.

5. Lessee shall not assign this lease, or any interest therein, or sublet any portion of the premises herein demised, but may grant permission and authority to any person to occupy and use space within the demised premises for any service necessary, incidental, or desirable to the operation for park purposes upon such terms and conditions as may be prescribed by Lessee.

6. It is further covenanted and agreed by and between the parties hereto, that either of the parties shall have the right and privilege of terminating this lease at any time upon giving six months notice, in writing, to the other party of its intention so to do, and in the event this lease is so terminated, then all rights and interests of the parties hereto shall thereupon cease and determine, and any permanent building erected by Lessee shall thereupon be, and become the property of Lessor. At the option of Lessor, any and all structures

(continued on page 7317)


CENTRAL PARK AVE.
FILLMORE STREET.
ST. LOUIS AVE. (VACATED)
CHLORINE ROOM
PUMP ROOM
BOILER ROOM
MACHINE SHOP
COAL STORAGE BINS
COAL RECEIVING TRACK HOPPER
RETAINING WALL
CONSTR. OFFICE
Fence
Jackson NATATORIUM
Area inside red lines to be leased to Chicago Park Dist.
N
SECTION~A-A'
SECTION~B-B'
SECTION~C-C'
Jackson Natatorium 3506 W. Fillmore St.
CITY OF CHICAGO DEPARTMENT OF PUBLIC WORKS BUREAU OF ENGINEERING DIVISION OF WATER
CENTRAL PARK PUMPING STATION
SCALE 1 in.=
REVISED

(continued from page 7315)

which have been placed thereon by Lessee shall be removed or demolished at the expense of Lessee, and said premises restored to the same condition as when leased, except that Lessee shall not be required to restore buildings or structures demolished pursuant to the provisions of paragraph 4 of this lease.

In Witness Whereof, the City of Chicago has caused These Presents to be executed in its name by its Mayor, attested by its City Clerk, and its corporate seal hereunto affixed, and the Chicago Park District has caused These Presents to be executed in its name by its President, attested by its Secretary, and its corporate seal hereunto affixed the day and year first above written.

[Signature forms omitted]

### *Rogers Park Beach and Playground*

This Indenture, made and entered into in the City of Chicago, County of Cook, and State of Illinois, on the ........... day of ..............................., A.D., 1970, by and between the City of Chicago, a Municipal Corporation, created and existing under the laws of the State of Illinois party of the first part, hereinafter referred to as "Lessor", and the Chicago Park District, a Municipal Corporation, created and existing under the laws of the State of Illinois, party of the second part, hereinafter referred to as "Lessee".

WITNESSETH:

Whereas, by the terms of Section 59-1, Chapter 24, of the Revised Statutes of the State of Illinois, it is provided in part as follows:

> "Any City or Village incorporated under any general or special law which acquires or holds any real estate for any purpose whatsoever except real estate granted to a municipality as commons by a grant which has been confirmed by the government of the United States, has the power to lease the real estate for any term not exceeding ninety-nine years,"

and;

Whereas, by the terms of Section 15, of the Act of the Legislature of the State of Illinois, creating the Chicago Park District, approved July 10, 1933, as amended (Ill. Rev. Stats. 1959, Chap. 105 par. 333.15) it is provided in part as follows:

> "* * * * And said Chicago Park District shall have power to acquire by lease or permit from any other municipal corporation the right to occupy and use real estate land and riparian estates for park and parkway purposes and to improve, maintain and equip the same as a park or playground,"

Whereas, Lessee is organized for the purpose of of operating parks and playgrounds within the City of Chicago, and desires to operate certain parks now owned and operated by the City of Chicago, and;

Whereas, Lessor is willing to demise said parks and playgrounds to Lessee upon the conditions hereinafter expressed.

Now, Therefore, in consideration of the premises and of the covenants, conditions and agreements herein contained, the parties hereto agree as follows:

1. Lessor hereby leases to Lessee, the following premises commonly known as:

> Rogers Park Beach and Playground located at 1222 W. Touhy Avenue, Chicago, Illinois, and more particularly described as the area inside the red lines on the plat hereto attached, marked Exhibit "A", and made a part hereof.

[Exhibit "A" printed on page 7318 of this Journal]

To Have and to Hold the same demised premises for a term of Ten (10) years commencing the 1st day of January, 1970, and ending on the 31st day of December, 1979. Lessee agrees to pay Lessor, at the office of the Comptroller of said Lessor, or his successor, as rent for said premises the annual rental of One Dollar ($1.00), payable in advance on the 1st day of January of each year during the term hereof.

2. It is expressly understood and agreed that said premises are to be used by Lessee exclusively for public park and recreational purposes.

3. It is further understood and agreed that the Lessee shall maintain land and buildings if any, in first class condition, and shall at its own cost and expense, make all repairs to the premises; and upon termination of this lease will yield up said premises to Lessor in good condition and repair (loss by fire and ordinary wear excepted).

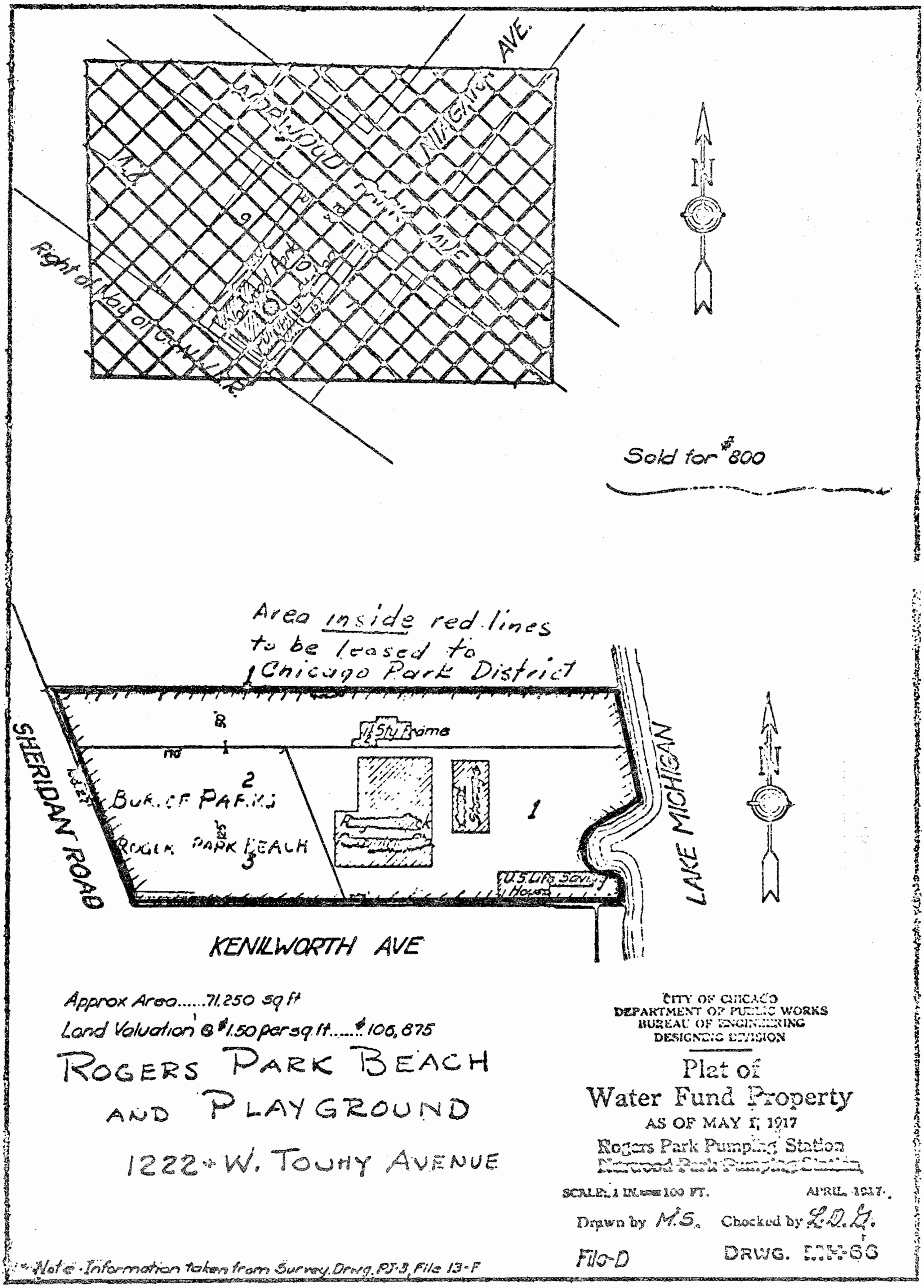
4. Lessee, upon the written approval of the Commissioner of Water and Sewers, shall have the right, at its sole cost and expense during the term of this lease, to alter, reconstruct, or demolish existing buildings and structures, except those structures which may be required to be used by the Department of Water and Sewers, and to construct new buildings or structures, and attach fixtures and use and install underground facilities and utilities in, or upon the demised premises. All buildings and structures shall be in harmony with the general park development in the area, or with the recreational purpose desired to be served. Those buildings, structures, fixtures, facilities and utilities so placed in, upon, or attached to the demised premises by Lessee, shall remain the property of Lessee, except as is otherwise hereinafter provided.

5. Lessee shall not assign this lease, or any interest therein, or sublet any portion of the premises herein demised, but may grant permission and authority to any person to occupy and use space within the demised premises for any service necessary, incidental, or desirable to the operation for park purposes upon such terms and conditions as may be prescribed by Lessee.

6. It is further covenanted and agreed by and between the parties hereto, that either of the parties shall have the right and privilege of terminating this lease at any time upon giving six months notice, in writing, to the other party of its intention so to do, and in the event this lease is so terminated, then all rights and interests of the parties hereto shall thereupon cease and determine, and any permanent building erected by Lessee shall thereupon be, and become the property of Lessor. At the option of Lessor, any and all structures which have been placed thereon by Lessee shall be removed or demolished at the expense of Lessee, and said premises restored to the same condition as when leased, except that Lessee shall not be required to restore buildings or structures demolished pursuant to the provisions of paragraph 4 of this lease.

In Witness Whereof, the City of Chicago has caused These Presents to be executed in its name by its Mayor, attested by its City Clerk, and its corporate seal hereunto affixed, and the Chicago Park District has caused These Presents to be executed in its name by its President, attested by its Secretary, and its corporate seal hereunto affixed the day and year first above written.

[Signature forms omitted]


AVE.
Right of Way of C.&N.W.R.R.
9
N
Sold for $800
Area inside red lines
to be leased to
Chicago Park District
8
1½ Sty Frame
110
2
Bur. of Parks
Rogers Park Beach
3
1
U.S. Life Saving House
SHERIDAN ROAD
KENILWORTH AVE
LAKE MICHIGAN
N
Approx Area......71,250 sq ft
Land Valuation @ $1.50 per sq ft......$106,875
ROGERS PARK BEACH
AND PLAYGROUND
1222 + W. TOUHY AVENUE
CITY OF CHICAGO
DEPARTMENT OF PUBLIC WORKS
BUREAU OF ENGINEERING
DESIGNING DIVISION
Plat of
Water Fund Property
AS OF MAY 1, 1917
Rogers Park Pumping Station
~~Norwood Park Pumping Station~~
SCALE: 1 IN. = 100 FT.
APRIL 1917.
Drawn by M.S.
Checked by L.D.G.
File-D
DRWG. [illegible]-66
Note · Information taken from Survey Drwg. PJ-3, File 13-F

### *Hodes Park and Woodhull Playground*

This Indenture, made and entered into in the City of Chicago, County of Cook, and State of Illinois, on the ........... day of ..............................., A.D., 1970, by and between the City of Chicago, a Municipal Corporation, created and existing under the laws of the State of Illinois, party of the first part, hereinafter referred to as "Lessor", and the Chicago Park District, a Municipal Corporation, created and existing under the laws of the State of Illinois, party of the second part, hereinafter referred to as "Lessee".

WITNESSETH:

Whereas, by the terms of Section 59-1, Chapter 24, of the Revised Statutes of the State of Illinois, it is provided in part as follows:

> "Any City or Village incorporated under any general or special law which acquires or holds any real estate for any purpose whatsoever, except real estate granted to a municipality as commons by a grant which has been confirmed by the government of the United States, has the power to lease the real estate for any term not exceeding ninety-nine years,"

and;

Whereas, by the terms of Section 15, of the Act of the Legislature of the State of Illinois, creating the Chicago Park District, approved July 10, 1933, as amended (Ill. Rev. Stats. 1959, Chap. 105, par. 333.15) it is provided in part as follows:

> "* * * * And said Chicago Park District shall have power to acquire by lease or permit from any other municipal corporation the right to occupy and use real estate land and riparian estates for park and parkway purposes and to improve, maintain and equip the same as a park or playground,"

Whereas, Lessee is organized for the purpose of of operating parks and playgrounds within the City of Chicago, and desires to operate certain parks now owned and operated by the City of Chicago, and;

Whereas, Lessor is willing to demise said parks and playgrounds to Lessee upon the conditions hereinafter expressed.

Now, Therefore, in consideration of the premises and of the covenants, conditions and agreements herein contained, the parties hereto agree as follows:

1. Lessor hereby leases to Lessee, the following premises commonly known as:

> Hodes Park located at the southeast corner of E. 73rd Street and Stony Island Avenue, Chicago, Illinois, and Woodhull Playground located at 7340 East End Avenue, Chicago, Illinois, and more particularly described as the areas inside the red lines on the plat hereto attached, marked Exhibit "A", and made a part hereof.

[Exhibit "A" printed on page 7320 of this Journal]

To Have and to Hold the same demised premises for a term of Ten (10) years, commencing the 1st day of January, 1970, and ending on the 31st day of December, 1979. Lessee agrees to pay Lessor, at the office of the Comptroller of said Lessor, or his successor, as rent for said premises the annual rental of One Dollar ($1.00), payable in advance on the 1st day of January of each year during the term hereof.

2. It is expressly understood and agreed that said premises are to be used by Lessee exclusively for public park and recreational purposes.

3. It is further understood and agreed that the Lessee shall maintain land and buildings, if any, in first class condition, and shall at its own cost and expense, make all repairs to the premises; and upon termination of this lease will yield up said premises to Lessor in good condition and repair (loss by fire and ordinary wear excepted).

4. Lessee, upon the written approval of the Commissioner of Water and Sewers, shall have the right, at its sole cost and expense during the term of this lease, to alter, reconstruct, or demolish existing buildings and structures, except those structures which may be required to be used by the Department of Water and Sewers, and to construct new buildings or structures, and attach fixtures and use and install underground facilities and utilities in, or upon the demised premises. All buildings and structures shall be in harmony with the general park development in the area, or with the recreational purpose desired to be served. Those buildings, structures, fixtures, facilities and utilities so placed in, upon, or attached to the demised premises by Lessee, shall remain the property of Lessee, except as is otherwise hereinafter provided.

5. Lessee shall not assign this lease, or any interest therein, or sublet any portion of the premises herein demised, but may grant permission and authority to any person to occupy and use space within the demised premises for any service necessary, incidental, or desirable to the operation for park purposes upon such terms and conditions as may be prescribed by Lessee.

6. It is further covenanted and agreed by and between the parties hereto, that either of the parties shall have the right and privilege of terminating this lease at any time upon giving six months notice, in writing, to the other party of its intention so to do, and in the event this lease is so terminated, then all rights and interests of the parties hereto shall thereupon cease and determine, and any permanent building erected by Lessee shall thereupon be, and become the property of Lessor. At the option of Lessor, any and all structures which have been placed thereon by Lessee shall be removed or demolished at the expense of Lessee, and said premises restored to the same condition as when leased, except that Lessee shall not be required to restore buildings or structures demolished pursuant to the provisions of paragraph 4 of this lease.

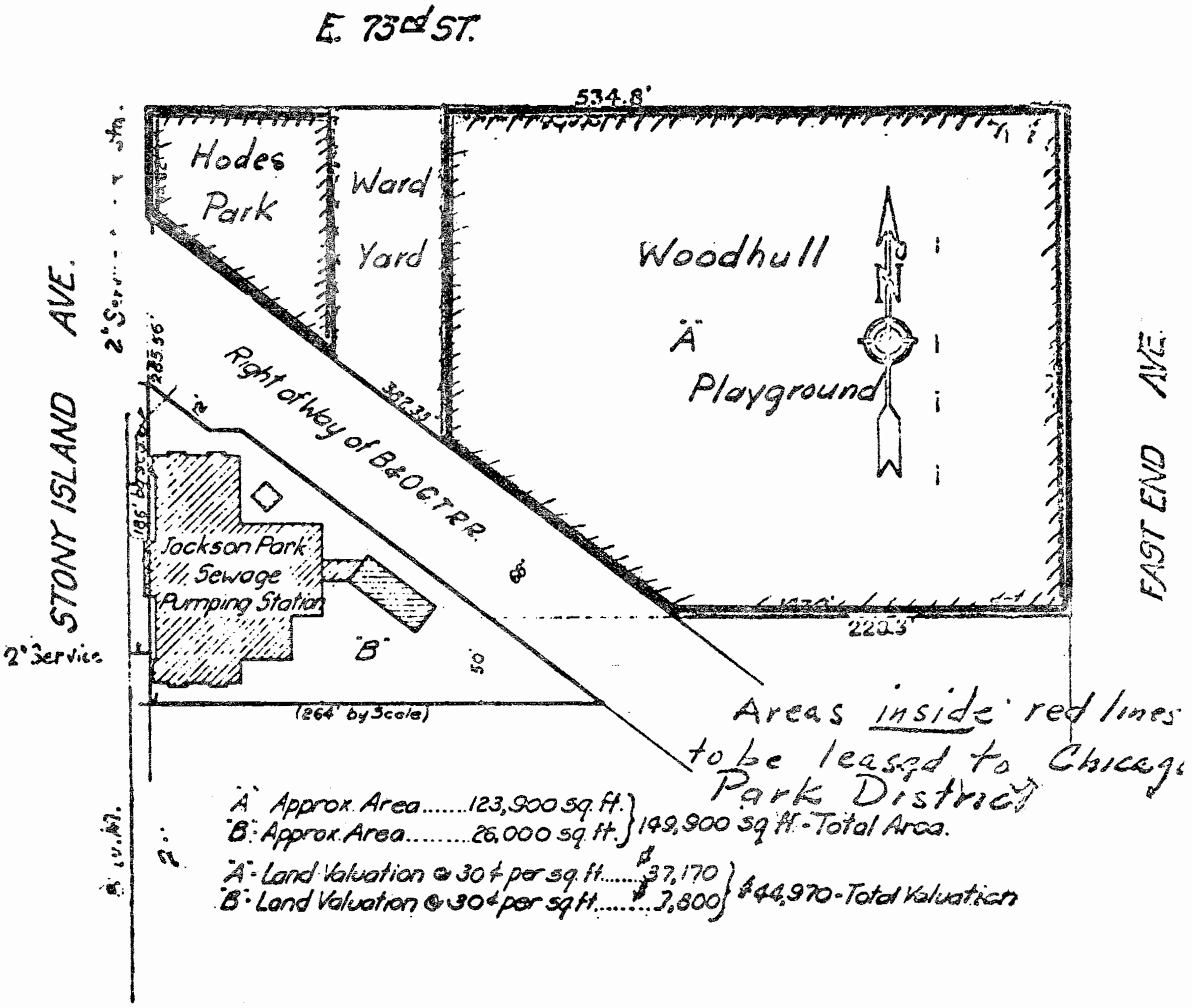
In Witness Whereof, the City of Chicago has caused These Presents to be executed in its name by its Mayor, attested by its City Clerk, and its corporate seal hereunto affixed, and the Chicago Park District has caused These Presents to be executed in its name by its President, attested by its Secretary, and its corporate seal hereunto affixed the day and year first above written.

[Signature forms omitted]

### *Oakland Park*

This Indenture, made and entered into in the City of Chicago, County of Cook, and State of Illinois, on the ........... day of ..............................., A.D., 1970, by and between the City of Chicago, a Municipal Corporation, created and existing under the laws of the State of Illinois, party of the first part, hereinafter referred to as "Lessor", and the Chicago Park District, a Municipal Corporation, created and existing under the laws of the State of Illinois, party of the second part, hereinafter referred to as "Lessee".

(continued on page 7321)


E. 73rd ST.
534.8'
Hodes Park
Ward Yard
Woodhull
"A"
Playground
N
STONY ISLAND AVE.
2" Service
EAST END AVE.
Right of Way of B&OCT RR.
382.33'
285.56'
185' by scale
Jackson Park Sewage Pumping Station
"B"
50
(264' by Scale)
220.3'
2" Service

Areas inside red lines to be leased to Chicago Park District

"A" Approx. Area.......123,900 sq. ft.
"B" Approx. Area.........26,000 sq. ft.
149,900 sq. ft.-Total Area.

"A"-Land Valuation @ 30¢ per sq. ft.......$37,170
"B"-Land Valuation @ 30¢ per sq. ft.........$7,800
$44,970-Total Valuation

Note:
"A" transferred to Bureau of Streets and Bureau of Parks & Playgrounds as shown, as per City Ordinance, June 25, 1926 (p. 3875) and Feb. 16, 1927 (p. 5574).

Pumping station buildings razed to ground level in May 1954

HODES PARK
S.E. Corner 73rd & Stony Island
WOODHULL PLAYGROUND
7340 East End Ave

City of Chicago
Department of Public Works
Bureau of Engineering
Designing Division

Plat of
Water Fund Property
As of May 1, 1917
Jackson Park Sewage Pumping Sta.
Scale 1 in. = 100 ft. April 1917
Drawn by M.S. Checked by [illegible]
File-D

Note - Information taken from Survey, Drwg. PW-2, File 13-G

(continued from page 7319)

WITNESSETH:

Whereas, by the terms of Section 59-1, Chapter 24, of the Revised Statutes of the State of Illinois, it is provided in part as follows:

> "Any City or Village incorporated under any general or special law which acquires or holds any real estate for any purpose whatsoever, except real estate granted to a municipality as commons by a grant which has been confirmed by the government of the United States, has the power to lease the real estate for any term not exceeding ninety-nine years,"

and;

Whereas, by the terms of Section 15, of the Act of the Legislature of the State of Illinois, creating the Chicago Park District, approved July 10, 1933, as amended (Ill. Rev. Stats. 1959, Chap. 105, par. 333.15) it is provided in part as follows:

> "* * * * And said Chicago Park District shall have power to acquire by lease or permit from any other municipal corporation the right to occupy and use real estate land and riparian estates for park and parkway purposes and to improve, maintain and equip the same as a park or playground,"

Whereas, Lessee is organized for the purpose of of operating parks and playgrounds within the City of Chicago, and desires to operate certain parks now owned and operated by the City of Chicago, and;

Whereas, Lessor is willing to demise said parks and playgrounds to Lessee upon the conditions hereinafter expressed.

Now, Therefore, in consideration of the premises and of the covenants, conditions and agreements herein contained, the parties hereto agree as follows:

1. Lessor hereby leases to Lessee, the following premises commonly known as:

> Oakland Park located at E. 39th Street and Lake Park Avenue, Chicago, Illinois, and more particularly described as the area inside the red lines on the plat hereto attached, marked Exhibit "A', and made a part hereof.

[Exhibit printed on page 7322 of this Journal]

To Have and to Hold the same demised premises for a term of Ten (10) years, commencing the 1st day of January, 1970, and ending on the 31st day of December, 1979. Lessee agrees to pay Lessor, at the office of the Comptroller of said Lessor, or his successor, as rent for said premises the annual rental of One Dollar ($1.00), payable in advance on the 1st day of January of each year during the term hereof.

2. It is expressly understood and agreed that said premises are to be used by Lessee exclusively for public park and recreational purposes.

3. It is further understood and agreed that the Lessee shall maintain land and buildings, if any, in first class condition, and shall at its own cost and expense, make all repairs to the premises; and upon termination of this lease will yield up said premises to Lessor in good condition and repair (loss by fire and ordinary wear excepted).

4. Lessee, upon the written approval of the Commissioner of Water and Sewers, shall have the right, at its sole cost and expense during the term of this lease, to alter, reconstruct, or demolish existing buildings and structures, except those structures which may be required to be used by the Department of Water and Sewers, and to construct new buildings or structures, and attach fixtures and use and install underground facilities and utilities in, or upon the demised premises. All buildings and structures shall be in harmony with the general park development in the area, or with the recreational purpose desired to be served. Those buildings, structures, fixtures, facilities and utilities so placed in, upon, or attached to the demised premises by Lessee, shall remain the property of Lessee, except as is otherwise hereinafter provided.

5. Lessee shall not assign this lease, or any interest therein, or sublet any portion of the premises herein demised, but may grant permission and authority to any person to occupy and use space within the demised premises for any service necessary, incidental, or desirable to the operation for park purposes upon such terms and conditions as may be prescribed by Lessee.

6. It is further covenanted and agreed by and between the parties hereto, that either of the parties shall have the right and privilege of terminating this lease at any time upon giving six months notice, in writing, to the other party of its intention so to do, and in the event this lease is so terminated, then all rights and interests of the parties hereto shall thereupon cease and determine, and any permanent building erected by Lessee shall thereupon be, and become the property of Lessor. At the option of Lessor, any and all structures which have been placed thereon by Lessee shall be removed or demolished at the expense of Lessee, and said premises restored to the same condition as when leased, except that Lessee shall not be required to restore buildings or structures demolished pursuant to the provisions of paragraph 4 of this lease.

In Witness Whereof, the City of Chicago has caused These Presents to be executed in its name by its Mayor, attested by its City Clerk, and its corporate seal hereunto affixed, and the Chicago Park District has caused These Presents to be executed in its name by its President, attested by its Secretary, and its corporate seal hereunto affixed the day and year first above written.

[Signature forms omitted]

### *Beilfuss Natatorium and Playground*

This Indenture, made and entered into in the City of Chicago, County of Cook, and State of Illinois, on the ........... day of ..............................., A.D., 1970, by and between the City of Chicago, a Municipal Corporation, created and existing under the laws of the State of Illinois, party of the first part, hereinafter referred to as "Lessor", and the Chicago Park District, a Municipal Corporation, created and existing under the laws of the State of Illinois, party of the second part, hereinafter referred to as "Lessee".

WITNESSETH:

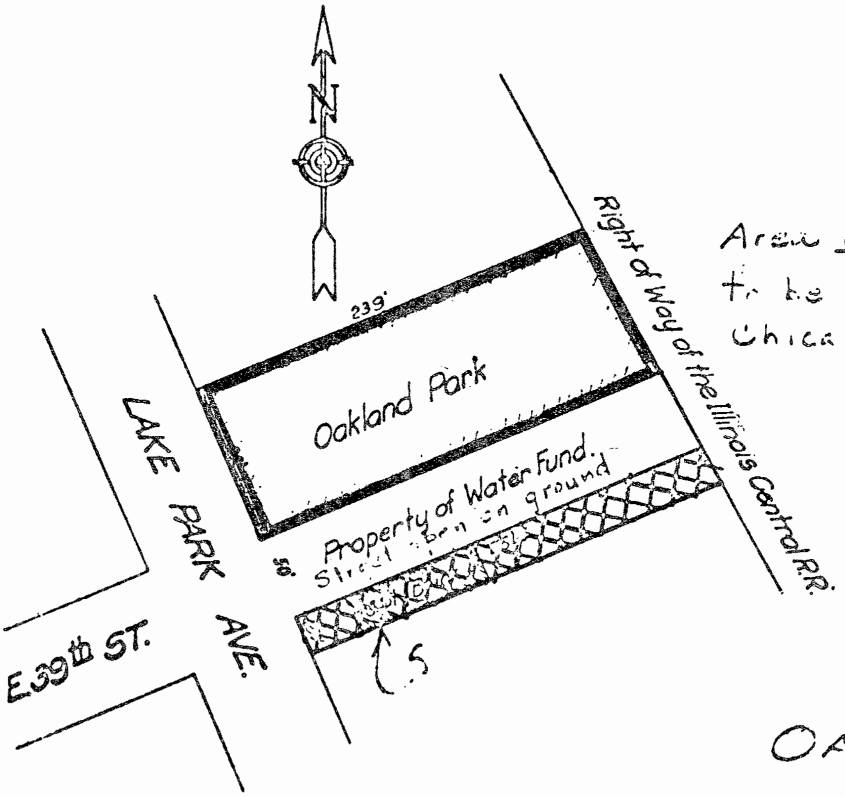
Whereas, by the terms of Section 59-1, Chapter 24, of the Revised Statutes of the State of Illinois, it is provided in part as follows:

> "Any City or Village incorporated under any general or special law which acquires or holds any real estate for any purpose whatsoever, except real estate granted to a municipality as commons by a grant which has been confirmed by the government of the United States, has the power to lease the real estate for any term not exceeding ninety-nine years,"

and;

Whereas, by the terms of Section 15, of the Act of the Legislature of the State of Illinois, creating

(continued on page 7323)


N
239'
Oakland Park
Property of Water Fund.
Street open on ground
C.S.
Right of Way of the Illinois Central R.R.
LAKE PARK AVE.
E. 39th ST.
50.

Area inside red lines to be leased to the Chicago Park District

OAKLAND PARK
E. 39th ST & Lake Park Ave.

Approx Area...... 40,250 sq.ft.
Land Valuation @ 50¢ per sq.ft.... $20,125

CITY OF CHICAGO
DEPARTMENT OF PUBLIC WORKS
BUREAU OF ENGINEERING
DE[illegible] DIVISION

Plat of
Water Fund Property
AS OF MAY [illegible]
39th Street and Lake Park Avenue
SCALE 1 INCH = [illegible] FT.
Drawn [illegible] Checked by [illegible]
File-D [illegible] Drawing [illegible]

Note - Information taken from print, File 12-3 and Map Dept.

(continued from page 7321)

the Chicago Park District, approved July 10, 1933, as amended (Ill. Rev. Stats. 1959, Chap. 105, par. 333.15) it is provided in part as follows:

> "* * * * And said Chicago Park District shall have power to acquire by lease or permit from any other municipal corporation the right to occupy and use real estate land and riparian estates for park and parkway purposes and to improve, maintain and equip the same as a park or playground,"

Whereas, Lessee is organized for the purpose of of operating parks and playgrounds within the City of Chicago, and desires to operate certain parks now owned and operated by the City of Chicago, and;

Whereas, Lessor is willing to demise said parks and playgrounds to Lessee upon the conditions hereinafter expressed.

Now, Therefore, in consideration of the premises and of the covenants, conditions and agreements herein contained, the parties hereto agree as follows:

1. Lessor hereby leases to Lessee, the following premises commonly known as:

> Beilfuss Natatorium and Playground located at 1721-25 N. Springfield Avenue, Chicago, Illinois, and more particularly described as the area inside the red lines on the plat hereto attached, marked Exhibit "A", and made a part hereof.

[Exhibit "A" printed on page 7324
of this Journal]

To Have and to Hold the same demised premises for a term of Ten (10) years commencing the 1st day of January, 1970, and ending on the 31st day of December, 1979. Lessee agrees to pay Lessor, at the office of the Comptroller of said Lessor, or his successor, as rent for said premises the annual rental of One Dollar ($1.00), payable in advance on the 1st day of January of each year during the term hereof.

2. It is expressly understood and agreed that said premises are to be used by Lessee exclusively for public park and recreational purposes.

3. It is further understood and agreed that the Lessee shall maintain land and buildings if any, in first class condition, and shall at its own cost and expense, make all repairs to the premises; and upon termination of this lease will yield up said premises to Lessor in good condition and repair (loss by fire and ordinary wear excepted).

4. Lessee, upon the written approval of the Commissioner of Water and Sewers, shall have the right, at its sole cost and expense during the term of this lease, to alter, reconstruct, or demolish existing buildings and structures, except those structures which may be required to be used by the Department of Water and Sewers, and to construct new buildings or structures, and attach fixtures and use and install underground facilities and utilities in, or upon the demised premises. All buildings and structures shall be in harmony with the general park development in the area, or with the recreational purpose desired to be served. Those buildings, structures, fixtures, facilities and utilities so placed in, upon, or attached to the demised premises by Lessee, shall remain the property of Lessee, except as is otherwise hereinafter provided.

5. Lessee shall not assign this lease, or any interest therein, or sublet any portion of the premises herein demised, but may grant permission and authority to any person to occupy and use space within the demised premises for any service necessary, incidental, or desirable to the operation for park purposes upon such terms and conditions as may be prescribed by Lessee.

6. It is further covenanted and agreed by and between the parties hereto, that either of the parties shall have the right and privilege of terminating this lease at any time upon giving six months notice, in writing, to the other party of its intention so to do, and in the event this lease is so terminated, then all rights and interests of the parties hereto shall thereupon cease and determine, and any permanent building erected by Lessee shall thereupon be, and become the property of Lessor. At the option of Lessor, any and all structures which have been placed thereon by Lessee shall be removed or demolished at the expense of Lessee, and said premises restored to the same condition as when leased, except that Lessee shall not be required to restore buildings or structures demolished pursuant to the provisions of paragraph 4 of this lease.

In Witness Whereof, the City of Chicago has caused These Presents to be executed in its name by its Mayor, attested by its City Clerk, and its corporate seal hereunto affixed, and the Chicago Park District has caused These Presents to be executed in its name by its President, attested by its Secretary, and its corporate seal hereunto affixed the day and year first above written.

[Signature forms omitted]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### City Comptroller Authorized to Execute Lease with C.T.A. for Bus Terminal at W. 31st St. and S. California Av.

**The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:**

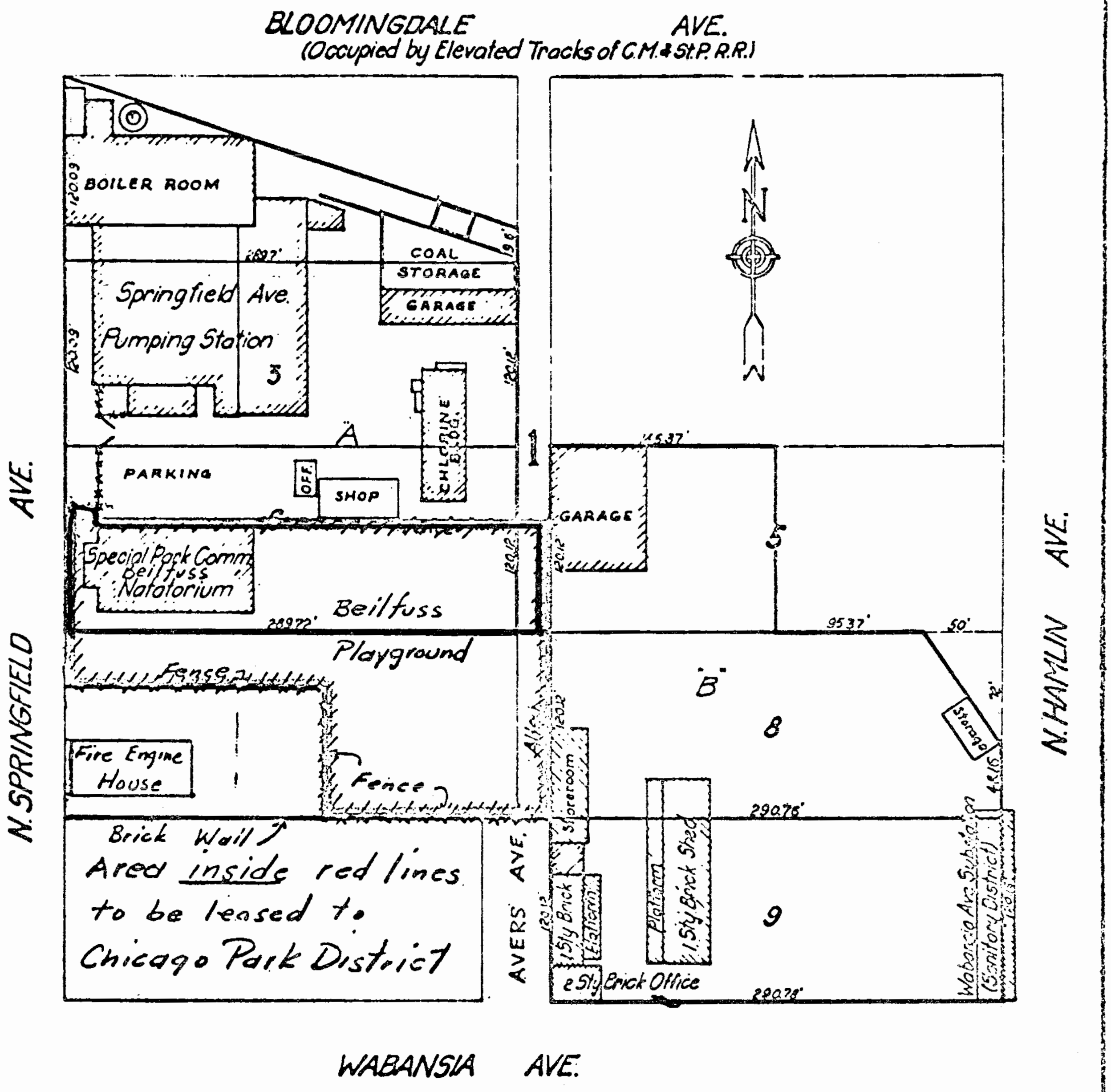
*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease to Chicago Transit Authority, for part of the vacant property at the northwest corner of W. 31st Street and S. California Avenue, in the City of Chicago, County of Cook, State of Illinois, more particularly described in copy of lease attached and made part of this ordinance:

> That part of the property of the Municipal Contagious Disease Hospital in the East half of the Southwest quarter of Section 25, Township 39 North, Range 13 East of the Third Principal Meridian, described as follows: Beginning at the northwest corner of West 31st Street and South California Avenue; thence north along the west line of South California Avenue 110 feet; thence west on a line parallel with and 110 feet north of the north line of West 31st Street 110 feet; thence south 110 feet to a point on the north line of West 31st Street 110 feet west of the place of beginning; thence east along the north line of West 31st Street 110 feet to the place of beginning.

such lease to be approved by the Commissioner of Board of Health, and to be approved as to form and legality by the Corporation Counsel in the following form:

(continued on page 7325)


BLOOMINGDALE AVE.
(Occupied by Elevated Tracks of C.M.& St.P. R.R.)
BOILER ROOM
120.09
COAL
STORAGE
GARAGE
19.6'
Springfield Ave.
Pumping Station
3
120.09
120.12'
CHLORINE BLDG.
A
1
PARKING
OFF.
SHOP
Special Park Comm.
Beilfuss
Natatorium
120.12
120.12
289.72'
Beilfuss
Playground
Fence
Fire Engine
House
Fence
Alley
120.12
95.37'
GARAGE
5
95.37'
50'
"B"
8
Storage
41.16
Storeroom
Platform
1 Sty Brick Shed
290.76'
1 Sty Brick
Platform
120.12
9
2 Sty Brick Office
290.78'
Wabansia Ave. Substation
(Sanitary District)
120.13
AVERS AVE.
N. SPRINGFIELD AVE.
N. HAMLIN AVE.
N
WABANSIA AVE.

Brick Wall

Area inside red lines to be leased to Chicago Park District

A - Approx. Area......89,850 sq. ft.
B - Approx. Area......85,480 sq. ft. } 175,330 sq. ft. - total area.

A - Land Valuation @ 35¢ per sq. ft.......$31,447
B - Land Valuation @ 35¢ per sq. ft.......$29,918 } $61,365 - total value. 1917

BEILFUSS NATATORIUM AND
PLAYGROUND
1721-25 N. Springfield Ave

CITY OF CHICAGO
DEPARTMENT OF PUBLIC WORKS
BUREAU OF ENGINEERING
DESIGNING DIVISION

Plat of
Water Fund Property
AS OF MAY 1, 1917
Springfield Avenue Pumping Station

SCALE: 1 IN. = 100 FT. APRIL 1917

Drawn by M.S. Checked by L.D.G.

File-D Revised 10-57 DRWG. MN-62

Note - Information taken from Survey Drwg. #PC-4 & 5; File 22-F

(Continued from page 7323)

This Indenture, made and entered into this 31st day of January, 1970, between the City of Chicago, a municipal corporation, hereinafter called the "Lessor", and Chicago Transit Authority, a municipal corporation, hereinafter called the "Lessee",

WITNESSETH:

1. The Lessor does hereby lease to the Lessee part of the vacant property at the northwest corner of W. 31st Street and S. California Avenue, in the City of Chicago, County of Cook and State of Illinois, more particularly described as follows:

> That part of the property of the Municipal Contagious Disease Hospital in the East half of the Southwest quarter of Section 25, Township 39 North, Range 13 East of the Third Principal Meridian, described as follows: Beginning at the northwest corner of West 31st Street and South California Avenue; thence north along the west line of South California Avenue 110 feet; thence west on a line parallel with and 110 feet north of the north line of West 31st Street 110 feet; thence south 110 feet to a point on the north line of West 31st Street 110 feet west of the place of beginning; thence east along the north line of West 31st Street 110 feet to the place of beginning.

2. To Have And To Hold for a term of ten (10) years beginning February 1, 1970 and ending January 31, 1980.

3. Lessee agrees to pay to Lessor as rent for the demised premises ten and no/100 dollars ($10.00) for the term hereof payable in annual installments of one and no/100 dollars ($1.00) each on the first day of January of each year.

4. It is understood and agreed that the demised premises shall be used by the Lessee for bus terminal purposes only and Lessor hereby grants permission to Lessee to maintain the improvements and paving as at present installed.

5. It is agreed that Lessee's buses will operate at a minimum of noise and will observe all rules necessary to meet the requirements of the quiet zone in which the demised property is located.

6. Lessee agrees to indemnify and save harmless the Lessor from and against all loss, cost or expense by reason of injury to or death of any person or persons or damage to any property growing out of the use of said premises by the Lessee.

7. Upon termination of this lease, Lessee agrees that it will yield possession of these premises to the Lessor free from any debris and rubbish of any kind and in as good condition as when received.

8. It is understood and agreed that all notices required under this lease shall be deemed to be properly served if delivered in writing or sent by registered mail to the Lessor in care of its Comptroller, City Hall, Chicago, Illinois, or to the Lessee in care of its Comptroller, Merchandise Mart Plaza, Chicago 54, Illinois.

In Witness Whereof, the Lessor and Lessee have executed this Indenture on the day and year first above written.

[Signature forms omitted]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed*, by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Kuta, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, Wigoda—42.

*Nays*—None.

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## Execution of Lease Agreement Authorized between City and State of Illinois to Chicago Park District for Vacant Land Adjacent to Kennedy Expressway for Open-Air Recreational Purposes.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, to authorize execution of lease agreement between City and State of Illinois to Chicago Park District for vacant land adjacent to Kennedy Expressway for open-air recreational purposes.

On motion of Alderman Keane the said proposed ordinance was *Passed*, by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Kuta, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, Wigoda—42.

*Nays*—None.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The Mayor is authorized to execute, the City Clerk to attest and the Commissioner of Public Works to execute an agreement by and between the City of Chicago and the Department of Public Works and Buildings of the State of Illinois as lessors and the Chicago Park District, as lessee for the use of vacant land adjacent to the Kennedy Expressway at N. Avondale Avenue and N. Mozart Avenue, substantially in the form previously approved in the Journal of the Proceedings of the City Council dated April 17, 1964, pages 2469 and 2470, after approval by the Corporation Counsel as to form and legality.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

[Following is the form of lease agreement recited above]

STATE OF ILLINOIS
DIVISION OF HIGHWAYS
DISTRICT 10
RENTAL SPACE LEASE

Effective Date: January 1, 1970.

Lessors:

> Department of Public Works and Buildings of the State of Illinois, hereinafter sometimes called "Department" and the City of Chicago, a municipal corporation, hereinafter sometimes called "City".

Lessee:

> Chicago Park District, a municipal corporation,
> 425 East 14th Street, Chicago, Illinois,
> Telephone: HA 7-5252.

Rental Space:

Located in the City of Chicago, in the County of Cook and the State of Illinois.

The vacant land at North Avondale Avenue and North Mozart Avenue (J. F. K.-13) as described more fully below and shown in more particular on the plat attached hereto and made a part thereof.

Legal Description:

Parcel No. JKF-13
Mozart and Avondale

That part of the South 93.0 feet of Lots 241, 242, 243, and 244, taken as a tract, which lies South and West of a line drawn from a point on the North line of said South 93.0 feet, said point being 10.12 feet East of the West line of Lot 244, to a point on the South line of Lot 241, 114.12 feet East of the Southwest corner of said Lot 241, in Givens and Gilberts Subdivision of the Southeast Quarter of the Northwest Quarter (except the Railroad) in Section 25, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, containing 5,777 square feet, more or less. All as appears on the plat attached hereto.

Lessors do hereby demise and lease to Lessee, the premises described herein for a period of Five (5) years from the effective date hereof for the total sum of Five Dollars ($5.00) payable in advance at one dollar ($1.00) per year to be used for open space recreational purposes, subject to the following terms and conditions:

1. The lease shall not take effect unless approved by the Bureau of Public Roads, United States Department of Transportation.

2. The use of rental space is limited to an area 8 feet below underside of viaduct and a restriction on use of any space used in support of viaduct. Where rental space is used for parking of motor vehicles, an exception may be made by the Department.

3. The leased premises shall be used by Lessee for the aforementioned use and no other without the written approval of the Department.

4. No improvements shall be placed on Rental Space, nor alterations made on Rental Space without the written consent of the Department.

5. Rental Space may not be used for the manufacture or storage of flammable material nor for the conduct of any business or occupation which may be deemed by the Department to be a potential fire or other hazard.

6. Lessee shall, at his own expense, keep the leased premises in a clean, sightly and healthy condition and in good repair, and shall yield the leased premises back to Lessors upon the termination or revocation of this lease in the same condition in which Lessee received same, ordinary wear and tear excepted.

7. Lessee shall not permit any unlawful or immoral practice to be committed or carried on by himself or any other person whatsoever on the leased premises, nor shall Lessee permit or allow the sale or dispensing of spirituous, brewed or vinous beverages on said premises.

8. The rental amount set forth above shall be payable to the Department or its designated agent at such place as will be designated by the Department.

9. The occupancy and use of any structure or area on Rental Space shall not be such that an unreasonably objectionable amount of smoke fumes, vapor or odors will rise above the Rental Space.

10. Signs are to be restricted in size, location and design to those necessary to indicate each activity being conducted on Rental Space. No such sign shall be visible from highway. Plans for such signs must be submitted to the Department and approved by it before erection of such sign.

11. Lessee agrees to indemnify and save harmless the Lessors from and against any and all claims resulting from any and every cause occurring on the leased premises.

12. Lessee shall not assign this lease, and shall not sublet the leased premises without the prior written consent of the Department. No holding over by Lessee shall operate to renew this lease without the written approval of the Department. Should Lessee hold over after the expiration of the term of this lease, with the consent of the Department, expressed or implied, said tenancy shall be deemed to be a tenancy only from month to month, subject to all of the terms and conditions of this lease so far as applicable. This lease shall terminate five (5) years after the date of its execution. This lease may be cancelled by either the Department or Lessee upon the giving of 60 days written notice to the other.

13. This lease is revocable for noncompliance with its provisions by Lessee, cessation of use or abandonment of facilities. The Department shall be sole judge of compliance.

14. Upon the termination of this lease by its expiration or otherwise, Lessee shall immediately yield possession of leased premises to Lessors.

15. Lessors reserve right of entry upon leased premises by their officers, agents and employees for the purpose of inspecting the premises or for the protection and maintenance of highway facilities, and Lessors further reserve the right of immediate entry on leased premises and the right to take possession thereof in case of national or other emergency.

16. Lessee hereby irrevocably constitutes any attorney of any court of record of this State, attorney for Lessee in Lessee's name on default by Lessee of any of the covenants herein, and upon complaint made by Lessors and filed in any such court to enter Lessee's appearance in any such court of record, waive process, service thereof, and trial by jury and to confess judgment against Lessee in favor of said Lessors for forcible detainer of said premises with cost of said suit, and also to enter Lessee's appearance in such court, waive process and service thereof, and confess judgment from time to time for any rent which may be due to said Lessors by the terms of this lease with costs and a reasonable sum for attorney's fees, and to waive all errors and all right of appeal from said judgment and judgments and to file a consent in writing that a writ of restitution or other proper writ of execution may be issued immediately.

17. Lessee, in compliance with the Highway Beautification Act of 1965 shall on a bi-monthly basis, submit in writing to Lessor a statement that the leased premises have been inspected by Lessee and are free from litter and debris and are being maintained in a clean and orderly manner. The Lessee hereby agrees to comply with the provisions of the State Beautification Program by screening said Rental Space from public view through the use of shrubs, plants and other decorative devices that will insure the privacy of the area.

The Lessee shall agree to submit all plans for said Beautification to the Department for prior approval before said work is begun.

18. The City hereby constitutes the Department its sole agent for the administration of this lease and for the performance of the duties and other functions delegated to the Department in paragraphs 1 through 17 hereof.

Executed at Chicago, Illinois, the day and date above first written.

[Signature forms and plat omitted]

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### Approval Given to Recommendations for Stipulated Settlement for Acquisition of Property for Project Madison-Canal.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

*Ordered,* That the Corporation Counsel, in accordance with his recommendation of December 3, 1969, is hereby authorized to acquire the following-described property needed for the Madison-Canal Redevelopment project, to wit:

> Lots 1, 2 and 3 in Canal Trustee's Subdivision of Lot 6 in Block 48 in Original Town of Chicago in the Southwest quarter of Section 9, Township 39 North, Range 14 East of the Third principal Meridian, in Cook County, Illinois,

in the amount of one hundred seventy-five thousand dollars and no cents ($175,000.00) plus court costs; and the City Comptroller and the City Treasurer are authorized and directed to issue vouchers and pay the amount when approved by the Corporation Counsel from appropriations made under Fund No. 902-1320-640.

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Kuta, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, Wigoda—42.

*Nays*—None.

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### Approval Given to Recommendations for Stipulated Settlements for Acquisition of Property for Widening and Channelization of W. 103rd St. between S. Claremont Av. and S. Pulaski Road.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

*Ordered,* That the recommendations of the Commissioner of Public Works contained in his communication of December 23, 1969, recommending the approval of the stipulated settlement in connection with the acquisition of property for the widening and channelization of W. 103rd Street from S. Claremont Avenue to S. Pulaski Road as hereinafter listed, are hereby approved; and the City Comptroller and the City Treasurer are hereby authorized and directed to pay to the owner or owners the amount set forth together with accrued interest and court costs, if any, when approved by the Commissioner of Public Works from the appropriation made under the Motor Fuel Tax Fund:

| *Parcel No.* | *Address* | *Amount* |
|---|---|---|
| 12-A | 2437 W. 103rd Street | $950.00; |

and

*Be It Further Ordered,* That the recommendations of the Commissioner of Public Works contained in his communication of December 23, 1969, recommending the approval of the stipulated settlement in connection with the acquisition of property for the widening and channelization of W. 103rd Street from S. Claremont Avenue to S. Pulaski Road as hereinafter listed, are hereby approved; and the City Comptroller and the City Treasurer are hereby authorized and directed to pay to the owner or owners the amount set forth together with accrued interest and court costs, if any, when approved by the Commissioner of Public Works from the appropriation made under the Motor Fuel Tax Fund:

| *Parcel No.* | *Address* | *Amount* |
|---|---|---|
| 12-B | 2435 W. 103rd Street | $980.00. |

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Kuta, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, Wigoda—42.

*Nays*—None.

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### Acceptance of Easement from Beverly Bank (as Trustee) for Maintenance of Sanitary Sewer, Etc. in Alley West of S. Pulaski Road between W. 115th and W. 116th Sts.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, to authorize acceptance of an easement from Beverly Bank (as Trustee) for maintenance of Sanitary Sewer, etc. in alley west of S. Pulaski Road between W. 115th and W. 116th Streets.

On motion of Alderman Keane the said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Kuta, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, Wigoda—42.

*Nays*—None.

**The following is said ordinance as passed:**

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Water and Sewers, be and is hereby authorized to approve, the City Comptroller to accept and file for record, the City Clerk to attest and affix the City Seal, upon approval by the Corporation Counsel as to form and legality, the Grant of Easement from the Beverly Bank, as Trustee, giving the City of Chicago the right to operate and maintain a sanitary sewer and appurtenances, and the right to construct, operate and maintain fire hydrants and water appurtenances along and through a tract of land as described in the attached grant of easement, which reads as follows:

### GRANT OF EASEMENT

Whereas, Beverly Bank, as Trustee under Trust Agreement dated September 7, 1967 and known as Trust No. 8-1133, and also as Trustee under Trust Agreement dated April 21, 1969 and known as Trust No. 8-1797, is the owner in fee simple of the following-described real estate, to wit:

> That part of the East 15 acres (except the East 195.00 feet thereof) of the S.E.¼ of N.E.¼ of Section 22, Township 37 North, Range 13 East of the 3rd P.M., described as follows:
>
> Beginning at the intersection of the West Line of said East 195.00 feet and the North Line of W. 115th St.;
>
> Thence North, along said West Line of said East 195.00, 1279.87 feet, to the North Line of said S.E.¼ of the N.E.¼;
>
> Thence West, along said North Line of said S.E.¼ of the N.E.¼, 10.00 feet; thence South, parallel to said West Line of the East 195.00 feet; 1264.87 feet; thence Southwest 24.90 feet to a point on said North Line of W. 115th St.; said point being 30.00 feet West of said West Line of the East 195.00 feet;
>
> Thence East, along said North Line of W. 115th St., 30.00 feet, to the point of beginning, in Cook County, Illinois.

Whereas, the City of Chicago, a Municipal Corporation, desires that water appurtenances and sanitary sewer be constructed, maintained and operated along and through said tract of land.

Now, Therefore, in consideration of the sum of One Dollar ($1.00) in hand paid, the receipt of which is hereby acknowledged, and other good and valuable consideration, the said Beverly Bank as Trustee, as aforesaid under both of said Trust Agreements, Does Hereby give and grant to the City of Chicago an easement and right of way in and to, with the right, privilege and authority to construct, maintain, clean, repair, alter, use and operate water appurtenances and sanitary sewer with the right of access thereto, over, upon and under a strip of land described as follows:

> That part of the East 15 acres (except the East 195.00 feet thereof) of the S.E.¼ of the N.E.¼ of Section 22, Township 37 North, Range 13 East of the 3rd P.M., described as follows:
>
> Beginning at the intersection of the West Line of said East 195.00 feet and the North Line of W. 115th St.;
>
> Thence North, along said West Line of said East 195.00, 1279.87 feet, to the North Line of said S.E.¼ of the N.E.¼;
>
> Thence West, along said North Line of said S.E.¼ of N.E.¼, 10.00 feet; thence South, parallel to said West Line of the East 195.00 feet; 1264.87 feet; thence Southwest 24.90 feet to a point on said North Line of W. 115th St.; said point being 30.00 feet West of said West Line of the East 195.00 feet;
>
> Thence East, along said North Line of W. 115th St., 30.00 feet, to the point of beginning, in Cook County, Illinois.

Said Easement being granted upon the following terms:

1. That grantor, its successors or assigns hereby reserves the right to use said strip of land for any purpose not inconsistent with the rights and privileges herein granted to the City of Chicago and grantor, its successors or assigns, hereby covenants and agrees not to place any permanent structures or obstructions over and upon said easement right of way.
2. That grantor, its successors or assigns hereby reserves the right to make connections with said water appurtenances and sanitary sewer under regulations and the supervision of the Department of Water and Sewers of the City of Chicago.
3. That grantor, its successors or assigns may give to any public or other utility rights to install and maintain equipment for utility service, where the same is not in conflict with rights granted to City of Chicago, provided that such other utilities first obtain consent and approval of the construction and location of such utilities within the easement tract from the grantee.
4. That grantor, its successors or assigns guarantee the grantee the right of ingress and egress with construction equipment, necessary for the maintenance and repair of easement water mains and appurtenances.
5. The grantor, its successors or assigns hereby agree not to hold the City of Chicago, its agents or representatives, liable for damages to physical improvements within the easement right of way that may result from repair or maintenance of facilities and appurtenances or sanitary sewer located within the easement right of way.
6. That all rights herein granted shall terminate in the event the City of Chicago abandons any and all facilities, appurtenances, installations and sanitary sewer now or hereafter installed therein under the rights granted hereby.

In Witness Whereof, said Grantor has caused its name to be signed and its corporate seal affixed hereto by its President, attested to by its Secretary, and approved by its Trust Officer this 12th day of December A.D. 1969.

[Signature forms and acknowledgment omitted]

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

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## Authority Granted for Laying Water Mains at Sundry Locations.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

*Ordered,* That the Commissioner of Water and Sewers is hereby authorized to lay water mains in the following streets:

N. Larrabee Street (27′ & 26′ EWL) from 63′ S. of New N.L. of W. North Avenue to 60′ NNL Webster Avenue, at an estimated cost of $138,146.69

and charge same to the Revolving Fund—Department of Urban Renewal; and

*Be It Further Ordered,* That the Commissioner of Water and Sewers is hereby authorized to lay water mains in the following streets:

W. 19th Street (10′ SNL) from 25′ WEL S. Kildare Avenue (east line to north) to 19′ WEL S. Kostner Avenue, at an estimated cost of $15,000.00

and charge same to the Revolving Fund—Economy Plumbing—Deposit No. 46571.

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Kuta, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, Wigoda—42.

*Nays*—None.

## Authority Granted for Water Supply Contract with Village of McCook, Illinois.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, to authorize a water supply contract with the Village of McCook, Illinois.

On motion of Alderman Keane the said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Kuta, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, Wigoda—42.

*Nays*—None.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Water and Sewers is hereby authorized and directed to execute on behalf of the City of Chicago, and the City Clerk to attest, upon approval of the Corporation Counsel, as to form and legality, a water supply contract between the City of Chicago and the Village of McCook.

Said water supply contract to be substantially in form as follows:

This Agreement made and entered into this ........ day of ................ A. D. 19.... and executed in quintuplicate originals (each executed copy constituting an original) by and between the City of Chicago, a Municipal Corporation organized and existing under and by virtue of the laws of the State of Illinois, party of the first part, hereinafter referred to as the "City" and the Village of McCook, a Municipal Corporation in Cook County, Illinois, located within The Metropolitan Sanitary District of Greater Chicago, party of the second part, hereinaftter referred to as the "Village".

WITNESSETH:

Whereas, the City of Chicago and the Village of McCook entered into a ten (10) year agreement No. 20366 on the 8th day of December A.D. 1958 for the furnishing from the City's water mains at the city limits a supply of water not to exceed an annual average of 8,580,000 gallons per day, but not to exceed 11,000,000 gallons in any one day of the year through metered connection authorized by the Commissioner of Water and Sewers of the City at W. 31st Street and S. Kenton Avenue (along the north side of W. 31st Street approximately 400 feet west of S. Kilbourn Avenue) and for emergency use only, metered connection to the twenty (20) inch water main of the Brookfield-North Riverside Water Commission at First Avenue and the south right-of-way line of the Chicago, Burlington and Quincy Railroad, Riverside, Illinois, said twenty (20) inch water main connected to the City's water main at the city limits at W. Ogden Avenue and S. Kenton Avenue, to be used by the Village in supplying water to consumers within the Village and to one (1) consumer located outside the corporate limits of the Village; and

Whereas, the City of Chicago and the Village of McCook entered into an amended agreement No. 22087 on the 7th day of November A.D. 1960 for a period ending December 8th, 1968 for the furnishing to the Village of McCook from its metered connection to the City's water main at the city limits W. 31st Street and S. Kenton Avenue (along the north side of W. 31st Street approximately 400 feet west of S. Kilbourn Avenue) and transported to and through the water works system of the Village of McCook to a point of connection to the water main of the system of the Village of McCook at Joliet Road and Center Avenue, a supply of water for resale to the Village of Hodgkins in amounts not to exceed an annual average of 230,000 gallons per day in 1961 and increasing to 710,000 gallons per day in 1968, provided that the total quantity of water taken by the Village of McCook shall not exceed an annual average of 8,580,000 gallons per day, but not to exceed 11,000,000 gallons in any one day of the year, the maximum quantity provided in the original contract No. 20366 dated December 8th, 1958 entered into between the City of Chicago and the Village of McCook; and

Whereas, the City Council of the City of Chicago passed an ordinance at its meeting of August 22nd, 1963, Journal of Council Proceedings, Pages 815 and 816 authorizing the Commissioner of Water and Sewers to permit the Village of McCook and the Village of Lyons to construct an 8-inch metered cross-connecting main between the eight (8) inch water mains of the respective Villages in 47th Street, approximately 165 feet east of Joliet Road to allow the furnishing of water to either of the Villages, for emergency use only; and

Whereas, the City of Chicago and the Village of McCook entered into a second amended agreement No. 24429 on the 7th day of October, A.D. 1963 for a period ending December 8, 1968 for the furnishing to the Village of McCook from its connections to the City's water main at the city limits W. 31st Street and S. Kenton Avenue (along the north side of W. 31st Street approximately 400 feet west of S. Kilbourn Avenue) and transported to and through the water works system of the Village of McCook to a point of connection to the water main of the Village of McCook at the northeast corner of 55th Street and East Avenue a supply of water for resale to the City of Countryside in amounts not to exceed an annual average of 124,000 gallons per day in 1964 and increasing to 324,600 gallons per day in 1968, provided that said supply of water shall be allocated and diverted from the annual average of 8,580,000 gallons per day, but not to exceed 11,000,000 gallons per day in one day of the year, the maximum quantity provided in the original contract No. 20366 dated December 8th, 1958 entered into between the City of Chicago and the Village of McCook; and

Whereas, the Village of McCook has by its corporate authorities made application to the corporate authorities of the City of Chicago for renewal of its water supply contract with the City to provide for a supply of water for consumers located within the corporate limits of the Village of McCook and four (4) consumers located outside its corporate limits and for consumers located within the corporate limits of the Village of Hodgkins and for consumers within the corporate limits of the City of Countryside and 88 residential units located outside its corporate limits, from existing connection to the City's water main of the city limits W. 31st Street and S. Kenton Avenue (along the north side of W. 31st Street approximately 400 feet west of S. Kilbourn Avenue) and for emergency use only, connection to the twenty (20) inch water main of the Brookfield-North Riverside Water Commission at First Avenue and the south right-of-way line of the Chicago, Burlington and Quincy Railroad, Riverside, Illinois, said water main which is connected to the City's water main at the city limits at W. Ogden Avenue and S. Kenton Avenue and the eight (8) inch metered cross-connecting main between the eight (8) inch water mains of the Villages of McCook and Lyons in 47th Street, approximately 165 feet east of Joliet Road; and

Whereas, the City of Chicago is willing to renew its water supply contract with the Village of McCook to provide for a supply of water for consumers of the Village of McCook, the Village of Hodgkins and the City of Countryside from existing connection to the City's water main at the city limits W. 31st Street and S. Kenton Avenue (along the north side of W. 31st Street and about 400 feet west of S. Kilbourn Avenue) and for emergency use only, connection to the twenty (20) inch water main of the Brookfield-North Riverside Water Commission at First Avenue and the south right-of-way line of the Chicago, Burlington and Quincy Railroad, Riverside, Illinois, said main which is connected to the City's water main at the city limits at W. Ogden Avenue and S. Kenton Avenue and the eight (8) inch metered cross-connecting main between the eight (8) inch water mains of the Villages of McCook and Lyons in 47th Street· approximately 165 feet east of Joliet Road.

Now, Therefore, in consideration of the mutual covenants and agreements hereinafter contained, the parties agree with each other as follows:

*Service to be Furnished*

(1) The City agrees to furnish to the Village and the Village agrees to purchase and take from the City under and in accordance with the terms hereof, a supply of water through metered connection authorized by the Commissioner of Water and Sewers of the City from the City's water main at the city limits W. 31st Street and S. Kenton Avenue (along the north side of W. 31st Street approximately 400 feet west of S. Kilbourn Avenue) and for emergency use only, connection to the twenty (20) inch water main of the Brookfield-North Riverside Water Commission at First Avenue and south right-of-way line of the Chicago, Burlington and Quincy Railroad, Riverside, Illinois, said main which is connected to the City's water main at the city limits at W. Ogden Avenue and S. Kenton Avenue, and the eight (8) inch metered cross-connecting main between the eight (8) inch water mains of the Village of McCook and the Village of Lyons in 47th Street· approximately 165 feet east of Joliet Road, to be used by the Village of McCook in supplying water to consumers within the corporate limits of the Village of McCook and four (4) consumers located outside the corporate limits of the Village of McCook and to consumers within the corporate limits of the Village of Hodgkins and to consumers within the corporate limits of the City of Countryside and 88 residential units located outside the corporate limits of the City of Countryside.

*Quantity*

2) The supply of water to be furnished hereunder by the City to the Village during the period of this contract shall be as follows:

For consumers located within the corporate limits of the Village of McCook, a municipal corporation in Cook County Illinois, within The Metropolitan Sanitary District of Greater Chicago and four (4) consumers located outside of its corporate limits, namely, Carlson's Cabins (in City of Countryside), Holland's Bowling Lanes (in Village of Hodgkins), Terminal Transport (Truck Terminal in Village of Summit), and Transport Motors (Truck Terminal in Village of Summit):

| | *Not to Exceed in Gallons Per Day* | |
|---|---|---|
| *Year* | *Annual Average* | *Maximum Day* |
| 1969 | 5,100,000 | 8,160,000 |
| 1970 | 5,195,000 | 8,320,000 |
| 1971 | 5·290,000 | 8,460,000 |
| 1972 | 5,372,000 | 8,600,000 |
| 1973 | 5,482,000 | 8,770,000 |
| 1974 | 5,578,000 | 8,925,000 |
| 1975 | 5,674,000 | 9,078,000 |
| 1976 | 5,754,000 | 9,206,000 |
| 1977 | 5,866,000 | 9,386,000 |
| 1978 | 5,962·000 | 9,539,000 |

For consumers located within the corporate limits of the Village of Hodgkins, a municipal corporation in Cook County, Illinois, within The Metropolitan Sanitary District of Greater Chicago:

| | *Not to Exceed in Gallons Per Day* | |
|---|---|---|
| *Year* | *Annual Average* | *Maximum Day* |
| 1969 | 137,000 | 274,000 |
| 1970 | 164,000 | 328,000 |
| 1971 | 192,000 | 384,000 |
| 1972 | 219,000 | 438,000 |
| 1973 | 247,000 | 494,000 |
| 1974 | 260·000 | 520,000 |
| 1975 | 274,000 | 548,000 |
| 1976 | 287,000 | 574,000 |
| 1977 | 315,000 | 630,000 |
| 1978 | 342,000 | 684,000 |

For consumers located within the corporate limits of the City of Countryside, a municipal corporation in Cook County· Illinois, within The Metropolitan Sanitary District of Greater Chicago and 88 residential units located outside its corporate limits:

| | *Not to Exceed in Gallons Per Day* | |
|---|---|---|
| *Year* | *Annual Average* | *Maximum Day* |
| 1969 | 315,000 | 630,000 |
| 1970 | 351,000 | 702,000 |
| 1971 | 386,000 | 772,000 |
| 1972 | 421,000 | 842,000 |
| 1973 | 460,000 | 920,000 |
| 1974 | 496,000 | 992,000 |
| 1975 | 532,000 | 1,064,000 |
| 1976 | 566,000 | 1,132,000 |
| 1977 | 603,000 | 1,206,000 |
| 1978 | 630,000 | 1,260,000 |

Summary of total amount of water to be furnished to consumers of the Village of McCook, the Village of Hodgkins and the City of Countryside as is follows:

| | *Not to Exceed in Gallons Per Day* | |
|---|---|---|
| *Year* | *Annual Average* | *Maximum Day* |
| 1969 | 5,552,000 | 9,064,000 |
| 1970 | 5,710,000 | 9,350,000 |
| 1971 | 5,868,000 | 9,616,000 |
| 1972 | 6,012,000 | 9,880,000 |
| 1973 | 6,189,000 | 10,184,000 |
| 1974 | 6,334,000 | 10,437,000 |
| 1975 | 6,480,000 | 10,690,000 |
| 1976 | 6,607,000 | 10,912,000 |
| 1977 | 6,784,000 | 11,222,000 |
| 1978 | 6,934,000 | 11,483,000 |

3) The Village of McCook agrees to install a flow control system at its meter vault on existing service connection to City's water main at the city limits W. 31st Street and S. Kenton Avenue (along the north side of W. 31st Street approximately 400 feet west of S. Kilbourn Avenue), in order to regulate the flow of water as herein provided.

*Rates and Discounts*

4) The Village shall pay to the City all charges for water furnished hereunder to supply consumers within the corporate limits of the Village, for consumers within the corporate limits of the Village of Hodgkins and for consumers within the corporate limits of the City of Countryside, when due, at the rate fixed by the ordinance of the City of Chicago, now in force and effect or which may hereafter be amended for water furnished through meters in like large quantities to consumers within the corporate limits of the City.

5) The Village shall pay to the City all charges for water furnished hereunder to supply consumers located outside the corporate limits of the Village, the Village of Hodgkins and the City of Countryside, when due, at the rate of fifty per cent (50%) higher than the metered rate per thousand cubic feet of water fixed by the ordinance of the City of Chicago, now in force and effect or which may hereafter be amended for water furnished through meters in like large quantities to consumers within the corporate limits of the City.

6) The Village shall be entitled to the same discount or benefit allowed to metered consumers of the City, as provided by the ordinances of the City, now in force and effect, or which may hereafter be amended, if the Village pays its water bills within the time prescribed by ordinance.

7) The City reserves the right at any time during the term of this contract to classify water consumers and to fix rates for each class of consumers; also to fix rates for water furnished to the Village and other municipalities and persons or other water users for consumption outside the corporate limits of the City, higher than the rates fixed for water furnished to consumers of the same class for consumption within the corporate limits of the City, subject to such limitations as are then applicable by law.

*Period of Contract*

8) This contract shall be in force and continue in effect for a period not longer than ten years from the date hereof unless sooner terminated as herein provided.

The Village of McCook will enter into agreements with the Village of Hodgkins and the City of Countryside, copies of which are to be submitted to the Commissioner of Water and Sewers of the City of Chicago by which said Village of Hodgkins and the City of Countryside will agree to draw water from the mains of the Village of McCook at a substantial uniform rate of flow throughout twenty-four (24) hours of each day of the year; also said Village of Hodgkins and the City of Countryside will agree to comply with any and all such sanitary regulations of the City of Chicago and the present and future rules, regulations and instructions of the Department of Water and Sewers of the City of Chicago applicable to cross-connections and dual water supplies as are in force in the City of Chicago water system and under and by which said Village of Hodgkins and the City of Countryside will agree that the duly authorized engineers and inspectors of the City of Chicago, in collaboration with representatives of the Village of Hodgkins and the City of Countryside shall be allowed to make inspections of the piping of the water works installations of said Village of Hodgkins and the City of Countryside and of all plants and buildings of water consumers and to make such changes in said piping and to eliminate such cross-connections or other connections as in the judgment of the Commissioner of Water and Sewers of the City of Chicago are necessary, and provided that failure, neglect or refusal on the part of said Village of Hodgkins and the City of Countryside to make promptly and properly such changes in its piping or to eliminate undesirable connections upon notice in writing so to do received from said Commissioner of Water and Sewers shall furnish sufficient grounds for the termination of the water supply provided for therein, and for the discontinuance of the service until such changes and corrections to said piping or connections required by the City of Chicago are made by the Village of Hodgkins and the City of Countryside. There shall also be incorporated in said agreements between the Village of McCook and the Village of Hodgkins and the City of Countryside, a provision that the same shall not be assigned or transferred by said Village of Hodgkins and the City of Countryside, or either of them, and the said agreements shall further provide that the Village of Hodgkins and the City of Countryside, or either of them will not sell or give away any portion of the water supply to any other municipality or any consumer of water located or residing outside the territorial limits of the Village of Hodgkins and the City of Countryside, without the consent in writing of the Village of McCook and the City Council of the City of Chicago so to do, and said agreements shall provide that all plans and specifications of proposed water works improvements of the Village of Hodgkins and the City of Countryside must be approved by the Commissioner of Water and Sewers of the City of Chicago, and shall contain a further provision that any and all rights of the Village of Hodgkins and the City of Countryside thereunder shall be subject to the terms and conditions of the water supply contract No. ................ between the City of Chicago and the Village of McCook, dated the ........................ day of ........................ A.D. 19.....

*Meters and Meter Equipment*

9) The Village at its own cost and expense, shall provide and install the meter vaults, the meters and meter equipment measuring and controlling the said supply of water, which vaults, meters and meter equipment shall be of such type size and design as shall be satisfactory to and approved by the Commissioner of Water and Sewers of the City and shall be located in or near the City limits at a location to be approved by said Commissioner of Water and Sewers. The control valves shall be located within the City and such meters, meter

equipment, meter vaults and valves shall at all times be under the control of the City, but the full and complete maintenance and protection of such meters, meter equipment and meter vaults shall be the obligation of the Village.

10) The properly authorized officers, agents and representatives of the City shall at all times have free access to the meter or meters and all other facilities herein provided for, for the purpose of shutting off the water for failure to pay the water rates or charges in this agreement provided to be paid by the Village and for the purpose of reading the registrations of said meter or meters, and to examine, shut off and test the same to ascertain whether or not they are in good condition and repair and to make such repairs upon the same as may be necessary, the expense of any and all necessary repairs to be borne by the Village.

11) If at any time the said meter or meters shall fail to register correctly the quantity of water furnished and taken hereunder, or shall fail to register the flow of water through said meter or meters, the unregistered, under-registered or over-registered amount of water furnished and taken shall be determined by taking an average of the twelve (12) preceding readings of such meter or meters exclusive of deficient or excessive readings. Where said meter or meters have been installed for a period of less than one (1) year or where less than twelve (12) competent readings exist, such average or estimate may be based upon a lesser number than twelve (12) readings taken preceding or subsequent to such incorrect or stopped registrations. In both instances, the Commissioner of Water and Sewers of the City shall determine which are excessive or which are deficient readings and shall also determine the number of months upon which such estimate is to be based.

*Terms and Conditions of Service*

12) The Village at its own cost and expense, shall provide, make and keep in repair all feeder mains, connections, meter vaults, receiving tank or tanks, booster or other pumps and slow-acting valves, or other appliances deemed necessary by the Commissioner of Water and Sewers of the City at the point of connection herein designated. If at any time the meter or meters or meter housing, which are also to be provided by the Village, shall prove unsatisfactory to said Commissioner of Water and Sewers, or be out of repair, they shall be replaced or repaired by the City, and the cost and expense of such replacements or repairs shall be charged to and paid by the Village.

13) The Village shall provide, install, maintain and operate at its own cost and expense and at such locations as shall be designated by the Commissioner of Water and Sewers of the City the following:

> A shut-off gate or gates, reservoir or reservoirs of sufficient capacity to store not less than the maximum one day's supply of water; receiving tank or tanks, booster or other pumps, slow-acting valves and such other appliances or devices as may be required by said Commissioner of Water and Sewers for the purpose of increasing, decreasing and otherwise controlling the water supply furnished and taken hereunder, said equipment and appliances to be of such type, size and design as shall be satisfactory to and approved by said Commissioner of Water and Sewers, and the entire installation thereof shall be under the direction of and performed in a manner satisfactory to and approved by said Commissioner of Water and Sewers. The Village agrees to maintain and operate said reservoir or reservoirs of such capacity that water will be drawn from the City's mains at a substantial uniform rate of flow, as hereinafter provided during the period of this contract.

14) The water supply furnished and taken hereunder shall be drawn by the Village at a substantial uniform rate of flow throughout twenty-four (24) hours of each day of the year.

It is hereby agreed that the Commissioner of Water and Sewers of the City and his authorized representatives shall have access to and the right to adjust and control valves and meters in order to limit the flow of water as herein provided for and for the purpose of meeting any and all emergencies and necessitous requirements.

15) The Village agrees to comply with any and all sanitary regulations of the City and the present and future rules, regulations and instructions of the Department of Water and Sewers of the City applicable to cross-connections and dual water supplies as are in force in the Chicago Water System. The Village further agrees that the duly authorized engineers and inspectors of the City, in collaboration with the representatives of the Village shall be allowed to make inspections and require tests for tightness of the piping of the water works installations, and of all plants or other buildings of water users within the territorial limits of the Village and the Village further agrees to make such changes in its piping and to eliminate such cross-connections or other connections as in the judgment of the Commissioner of Water and Sewers of the City are necessary. The failure, neglect or refusal on the part of the Village to make promptly and properly such changes in its piping to maintain tightness or to eliminate undesirable connections upon notice in writing so to do from said Commissioner of Water and Sewers, shall furnish sufficient grounds for the City to shut off the water and discontinue the service hereunder until changes and corrections in said piping or connections required by the City are made by the Village.

16) The Village agrees to prevent excessive use and waste of water.

17) The Village agrees to appropriate annually sufficient money or so much thereof, as may be necessary, to provide sufficient funds for the payment of the water furnished by the City hereunder. The Village further agrees that it will at all times charge its water consumers sufficient rates in order to provide adequate funds for the payment of water furnished it by the City.

18) It is further agreed that the City may either in law or equity, by suit, mandamus or other proceedings, enforce or compel performance of any and all covenants herein contained.

19) In order to safeguard its water supply received hereunder and the City's water supply, the Village hereby agrees to maintain a safe water supply throughout its system and to provide, maintain and operate at all times during the period of this contract, chlorinating equipment or other equally effective health protecting process equipment of such kind and capacity that a proper chlorine residual or similarly effective result may be carried throughout its water supply system. All proposed water works improvements which must be approved by the Commissioner of Water and Sewers of the City, shall be disinfected in accordance with the requirements of the Department of Water and Sewers of the City; said water works improvements shall not be placed into service until approved as to sanitary quality.

20) The City may adopt any protective or health measures it deems advisable or desirable for the benefit of its water consumers, such as the fluoridation of its water, in any manner that the Commissioner of Water and Sewers of the City shall see fit.

21) The Village agrees to notify the Commissioner of Water and Sewers of the City as promptly as possible of all emergency and other conditions which may directly or indirectly affect the quality of the water received hereunder and the City's water supply and further agrees that the duly authorized Engineers and Inspectors of the City shall be allowed to make inspections and required tests of the quality of the water supply as received hereunder, as well as the quality of the water within the Village distribution system.

22) The Village agrees not to resell or permit any water furnished hereunder to be used to supply any other municipality or any consumer of water located or residing outside the territorial limits of the Village except if and when it should be specifically authorized so to do by the City Council of the City.

23) The Village agrees to use City water exclusively during the period of this contract.

24) The Village further agrees not to sell, lease or give any interest in or right or privilege to utilize its water supply main or mains to any other municipality or any consumer of water whose premises are located outside the territorial limits of the Village, and further agrees not to permit any connection to be made to its water supply main or mains, except to supply consumers within the territorial limits of the Village without first securing the consent in writing of the City Council of the City so to do.

25) At the end of each calendar year during the term of this contract and not later than March 31st of each year, the Village agrees to submit to the Commissioner of Water and Sewers of the City a report in writing showing in cubic feet or gallons the amount of water furnished the Village and the amount in quantity and charges billed by it to consumers during the preceding year and to furnish such other information regarding billing, collections and delinquencies as may be requested from time to time by said Commissioner of Water and Sewers.

26) At the end of each billing period· but at least quarterly, the Village agrees to submit to the Commissioner of Water and Sewers of the City a complete list of all water consumers of the Village located or residing outside its corporate limits, showing name, location, character of occupancy, amount of water in cubic feet or gallons furnished, charges billed and payment to the City of Chicago at the higher rate.

27) To secure prompt payment of the water bills, the City shall have the right at any time to require the Village to pay in advance a sum of money estimated by the Commissioner of Water and Sewers of the City to be equal to the cost of water required by the Village, for a period of ninety (90) days at the then prevailing metered rate, which said advance payment the Village hereby agrees to make upon demand.

28) The City shall not be responsible in damages for any failure to supply water or for interruption of the water furnished hereunder. The Village agrees to save and keep harmless the City from all damage to real and personal property occasioned or caused by the making of the water connection or connections herein referred to or caused by the furnishing of water hereunder· and shall also keep and save harmless the City from all damage of any kind, nature and description which may arise as the result of the making of this agreement.

29) The City reserves the right to its Commissioner of Water and Sewers to decide all questions arising as to the proper performance of this contract.

30) In furtherance and not in limitation of this contract, it is mutually agreed that all rights of the City and the Village of McCook under the Water Supply Contract No. 20366 dated December 8th, 1958 between the City of Chicago and the Village of McCook which expired December 8th, 1968; the amended contract No. 22087 dated November 7th, 1960 between the City of Chicago and the Village of McCook to permit the Village of McCook to furnish a supply of water to the Village of Hodgkins which expired December 8th, 1968 and the amended contract No. 24429 dated October 7th, 1963 between the City of Chicago and the Village of McCook to permit the Village of McCook to furnish a supply of water to the City of Countryside which expired December 8th, 1968, and all rights of either party arising from the delivery of water prior to the date of the execution of this agreement are extinguished· except for the express reservation of the right of the City to obtain payment for, or to enforce collection of any unpaid water charges occuring prior to the date of execution of this agreement.

31) If the Village shall refuse, neglect or fail to pay promptly the water bills rendered for the water supplied it hereunder within the time or times prescribed by the Ordinances of the City, or if the Village shall fail to comply with or perform any of the conditions or obligations on their part to be complied with or to be performed hereunder, and if after such failure the City shall deliver at the Village Hall of the Village of McCook, addressed to the President and Board of Trustees of the Village, a notice in writing of its intention to shut off the supply of water on account of such failure, refusal or neglect, then the City shall have the right to shut off the supply at the expiration of five (5) days after the giving of such notice, and to terminate this contract unless within five (5) days the Village shall make good such failure. The shutting off of the supply of water for any such cause shall not release the Village from its obligation to make payments of any amount or amounts due or to become due in accordance with the terms hereof.

32) No assignment or transfer of this agreement shall be made by the Village.

33) The Village hereby waives any defenses it may have by virtue of any governmental function it exercises in any action brought at law or equity under the terms of this contract.

34) No officer, official or agent of the City has the power to amend, modify or alter this agreement or waive any of its conditions or to bind the City by making any promise or representation not contained herein.

35) This agreement is subject to cancellation by the City of Chicago in the event the Supreme Court of the United States of America or any other court of competent jurisdiction decrees that the City has no right to contract for, sell, disperse, distribute or limits the amount of water the City may use for domestic pumpage or otherwise places a burden on the City in connection with the withdrawal of water from Lake Michigan, or otherwise dispose of water from Lake Michigan to any municipality or user residing outside of the limits of the City of Chicago.

36) The authority of the officials of the City to execute this agreement is evidenced by the authority of the City Council of the City of Chicago given on the .................. day of .................. A.D. 19.... and published in the Journal of Proceedings of the City Council for said date on pages .............. thereof.

37) The authority of the officials of the Village of McCook, Illinois, to execute this agreement is evidenced by the resolution passed by the President and Board of Trustees of the Village of McCook at a regular meeting of said President and Board of Trustees duly held on the .......................... day of .......................... A.D. 19.....

In Witness Whereof, the City of Chicago has caused this agreement to be signed in quintuple originals (each signed copy constituting an original) by its Commissioner of Water and Sewers, countersigned by its Comptroller, approved by its Mayor, and its corporate seal to be hereto affixed and duly attested by its Clerk, and the Village of McCook has caused the same to be signed in quintuple originals (each signed copy constituting an original) by its President and Board of Trustees and its corporate seal to be hereto affixed, duly attested by its Clerk on the day and year first above written.

[Signature forms omitted]

SECTION 2. This ordinance shall be effective from and after the date of its passage.

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### Authority Granted for Payments of Hospital, Medical and Nursing Services Rendered Certain Injured Members of Police Dept.

The Committee on Finance submitted a report recommending that the City Council pass a proposed order transmitted therewith, to authorize payments of hospital, medical and nursing services for certain injured members of the Police Department.

On motion of Alderman Keane the said proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Kuta, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, Wigoda—42.

*Nays*—None.

The following is said order as passed:

*Ordered,* That the City Comptroller is authorized and directed to issue vouchers, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department herein named, provided such members of the Police Department shall enter into an agreement in writing with the City of Chicago to the effect that, should it appear that any of said members of the Police Department have received any sum of money from the party whose negligence caused such injury, or have instituted proceedings against such party for the recovery of damage on account of such injury or medical expense, then in that event the City shall be reimbursed by such member of the Police Department out of any sum that such member of the Police Department has received or may hereafter receive from such third party on account of such injury or medical expense, not to exceed the amount that the City may, or shall, have paid on account of such medical expense, in accordance with Opinion No. 1422 of the Corporation Counsel of said City, dated March 19, 1926. The payment of any of these bills shall not be construed as an approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of such claims, as allowed, is set opposite the names of the injured members of the Police Department, and vouchers are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937:

| | |
|---|---|
| Frank B. Baranski, 026657, District 9; injured September 3, 1969 | $ 10.00 |
| Eugene A. Bartkiewicz, 031157, District 10; injured October 12, 1969 | 30.25 |
| Harry E. Bingham, 049785, District 10; injured October 12, 1969 | 22.25 |
| Louis J. Bonomo, 060720, District 11; injured August 9, 1969 | 25.00 |
| Joseph T. Cordero, 147980, District 14; injured October 26, 1969 | 82.00 |
| Donald J. Crowley, 158309, District 2; injured August 3, 1969 | 140.00 |
| George Daly, 168118, District 19; injured September 17, 1969 | 52.00 |
| Dale P. Finstrom, 240735, Bureau of Inspectional Services; injured September 21, 1969 | 60.25 |
| Andrew J. Greenlee, 301622, Bureau of Inspectional Services; injured September 21, 1969 | 69.25 |
| Richard M. Gunderson, 309850, District 20; injured August 31, 1969 | 33.00 |
| Patrick W. Kane, 398475, Youth Division; injured January 3, 1969 | 4,247.36 |
| Raymond L. Hutton, 366350, District 7; injured September 26, 1969 | 6.50 |
| Charles M. Jenkins, 380673, District 9; injured October 4, 1969 | 75.00 |
| Joseph P. Kelly, 409998, District 5; injured September 19, 1969 | 56.00 |
| Charles F. Kunz, 444084, Traffic Division; injured August 13, 1969 | 521.50 |
| Clifford T. Neimy, 588754, District 13; injured September 8, 1969 | 15.00 |
| Michael A. Pizza, 651912, District 17; injured August 28, 1969 | 35.00 |
| Lawrence A. Rozanski, 704145, District 14; injured October 10, 1969 | 6.00 |
| Patrick V. Staerzl, 773410, District 13; injured September 19, 1969 | 10.00 |
| J. T. Thomas, 806075, District 13; injured October 4, 1969 | 26.00 |
| Douglas W. Willett, 865973, Detective Division; injured October 6, 1969 | 25.75 |
| Stanley L. Adams, 002553, Detective Division; injured September 10, 1969 | 27.00 |
| Stephen W. Antelek, 015098, District 8; injured August 28, 1969 | 36.75 |
| Thomas D. Batastini, 032821, District 15; injured October 12, 1969 | 37.00 |
| Michael Bolton, 059133, District 13; injured September 19, 1969 | 338.20 |
| John T. Butterfield, 094409, District 21; injured October 22, 1969 | 80.00 |

| | |
|---|---|
| Robert H. Cook, 145185, District 7; injured September 26, 1969 | $ 40.00 |
| Frank M. Cool, 145395, District 21; injured October 18, 1969 | 48.00 |
| Gregory Driscoll, 205798, District 5; injured October 11, 1969 | 63.00 |
| Patrick A. Dwyer, 214832, District 13; injured May 12, 1969 | 46.00 |
| Robert J. Faulkner, 233755, District 3; injured October 11, 1969 | 45.50 |
| John P. Ford, 252920, District 7; injured September 13, 1969 | 80.00 |
| Eugene W. Gall, 265765, District 17; injured October 17, 1969 | 15.00 |
| Bradley P. Getman, 277905, District 10; injured July 31, 1969 | 35.00 |
| John J. Glover, 286775, Bureau of Inspectional Services; injured August 1, 1969 | 51.00 |
| Fred D. Haley, Jr., 314019, Detective Division; injured September 10, 1969 | 40.00 |
| William C. Kirkling, 422382, District 1; injured September 16, 1969 | 15.00 |
| John H. Klodnicki, 425718, Bureau of Inspectional Services; injured October 19, 1969 | 10.00 |
| Kenneth John Kostrzewa, 433911, Traffic Division; injured October 19, 1969 | 10.00; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to issue vouchers, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department herein named. The payment of any of these bills shall not be construed as an approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of said claims is set opposite the names of the injured members of the Police Department, and vouchers are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937:

| | |
|---|---|
| Bobbie C. Jones, 388669, Task Force; injured July 25, 1969 | $ 41.00 |
| Robert Kalis, 396704, District 11; injured September 25, 1969 | 22.50 |
| John P. Koclanis, 428438, District 21; injured July 24, 1969 | 16.00 |
| John P. Koclanis, 428438, District 21; injured September 7, 1969 | 75.00 |
| George Koretos, 432250, District 20; injured August 22, 1969 | 17.50 |
| Kenneth M. Kotz, 434396, Task Force; injured September 7, 1969 | 6.00 |
| John C. Kozak, 435531, District 10; injured October 19, 1969 | 44.25 |
| Edward R. Kroyer, 440086, District 10; injured September 20, 1969 | 25.00 |
| Richard R. Kunicki, 443992, District 11; injured October 10, 1969 | 10.00 |
| Dennis M. Lambton, 450450, District 4; injured October 12, 1969 | 78.50 |
| James C. Leyden, 468165, District 18; injured October 8, 1969 | 75.00 |
| Robert Lizik, 472857, District 18; injured November 1, 1963 | 49.50 |
| Lawrence M. Mastre, 509961, District 21; injured September 7, 1969 | 77.00 |
| Roy A. Mattioli, 511220, District 11; injured October 10, 1969 | 71.63 |
| Thomas H. McConville, 520743, District 11; injured September 10, 1969 | $ 26.00 |
| Thomas V. McDermott, 523560, District 11; injured October 10, 1969 | 10.00 |
| Thomas R. McGann, 527310, Police Training Division; injured October 11, 1969 | 5.00 |
| John J. McNeela, 540086, Detective Division; injured September 3, 1969 | 65.50 |
| Donald Melson, 545100, District 12; injured October 2, 1969 | 10.00 |
| Walter Murawski, Jr., 577040, District 12; injured September 16, 1969 | 5.00 |
| Robert E. Nallen, 584834, District 12; injured September 20, 1969 | 6.00 |
| John A. Pappas, 630560, District 14; injured October 18, 1969 | 7.00 |
| Roland H. Paul, 635295, District 20; injured August 22, 1969 | 32.00 |
| Robert Pleasant, 652579, District 18; injured October 17, 1969 | 15.00 |
| Robert C. Prokuski, 664225, District 11; injured October 8, 1969 | 60.00 |
| James B. Ralph, 672671, District 12; injured September 19, 1969 | 26.00 |
| Daniel Sampila, 715625, District 11; injured July 16, 1969 | 40.00 |
| Anthony San Filippo, 717353, District 13; injured August 9, 1969 | 13.00 |
| Ralph A. Scavone, Jr., 722491, District 13; injured August 10, 1969 | 13.00 |
| Roger L. Shamley, 739657, Task Force; injured August 31, 1969 | 10.00 |
| Homer Stinson, 781482, Detective Division; injured September 4, 1969 | 46.50 |
| Jeffrey C. Suderski, 787306, District 18; injured October 11, 1969 | 37.50 |
| George J. Swagler, 792609, District 18; injured September 23, 1969 | 10.00 |
| Richard A. Vallandigham, 828500, District 15; injured October 11, 1969 | 28.00 |
| Alfredo Vallejo, 828563, Task Force; injured August 14, 1969 | 20.00 |
| James F. Weaver, 851900, District 13; injured September 6, 1969 | 21.00 |
| George M. Whiteside, 862193, District 12; injured August 18, 1969 | 10.00 |
| Arthur F. Wirkus, 875100, Detective Division; injured October 11, 1969 | 172.00 |
| Ray H. Wolfe, 878680, District 11; injured September 10, 1969 | 26.00 |
| Keith W. Aldrich, 006043, District 20; injured October 24, 1969 | 31.25 |
| John E. Anderson, 012561, District 1; injured October 17, 1969 | 27.00 |
| Henry L. Bertucci, 045761, District 11; injured October 18, 1969 | 10.00 |
| John G. Carioscia, 106331, District 11; injured September 25, 1969 | 26.00 |
| Donald B. Deopere, 184816, Task Force; injured October 9, 1969 | 25.00 |
| Keith L. DeRobertis, 178375, District 20; injured August 4, 1969 | 28.50 |
| John A. Downey, 202704, District 5; injured October 10, 1969 | 15.00 |
| Albert Drink, Jr., 205750, District 11; injured October 4, 1969 | 23.00 |
| Robert T. Elam, 220828, District 6; injured August 11, 1969 | 21.00 |
| Richard J. Esposito, 226265, District 9; injured October 9, 1969 | 16.50 |

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|---|---|
| Edward F. Finn, 240120, District 18; injured October 8, 1969 | $ 30.65 |
| Robert E. Flynn, 250226, Task Force; injured September 24, 1969 | 114.90 |
| William Foley, 251942, District 18; injured October 8, 1969 | 30.00 |
| Terry R. Frigo, 261426, District 16; injured October 9, 1969 | 41.00 |
| Andrew W. Gajewski, 265103, Police Training Division; injured October 21, 1969 | 10.25 |
| John D. Grantz, 297942, District 10; injured October 2, 1969 | 20.00 |
| Willie V. Harper, 322770, District 11; injured September 26, 1969 | 22.50 |
| Dennis P. Hays, 332407, District 10; injured October 2, 1969 | 25.00 |
| Robert E. Healy, 333753, District 11; injured October 18, 1969 | 10.00 |
| Tommie L. Hudson, 361766, District 11; injured September 28, 1969 | 37.50 |
| John M. Hussey, 365942, District 17; injured October 12, 1969 | 16.00 |
| James Ivancevich, 369633, District 9; injured September 26, 1969 | 12.75 |
| John Kaehn, 395934, District 12; injured October 10, 1969 | 121.60 |
| Laverne S. Konieczki, 431428, District 12; injured October 6, 1969 | 31.80 |
| Francis E. Kusar, 444843, Task Force; injured October 2, 1969 | 10.00 |
| Ronald T. Langbauer, 451858, District 10; injured October 2, 1969 | 11.75 |
| Ronald C. Lau, 455412, District 11; injured September 27, 1969 | 22.00 |
| John T. Lemmer, 462110, Task Force; injured October 7, 1969 | 18.85 |
| Morton E. Lieberman, 469107, District 10; injured September 28, 1969 | 14.00 |
| Warren E. Lindner, 470396, District 4; injured October 4, 1969 | 16.50 |
| James A. Linzy, 471236, District 11; injured September 26, 1969 | 22.50 |
| Daniel E. McCarry, 517541, Police Training Division; injured October 24, 1969 | 65.00 |
| Robert M. McIntyre, 533981, Task Force; injured October 23, 1969 | 15.00 |
| Robert J. Minster, 557078, Task Force; injured October 7, 1969 | 18.85 |
| Robert L. McKnabb, 535704, District 21; injured October 14, 1969 | 10.00 |
| George E. Owen, 625019, District 10; injured October 11, 1969 | 81.50 |
| John H. Pappas, 630562, District 10; injured October 6, 1969 | 23.00 |
| Theodore M. Passantino, 633468, Traffic Division; injured August 1, 1969 | 12.00 |
| Anthony Paull, 635359, District 15; injured October 6, 1969 | 13.00 |
| Isador J. Pedraza, 638135, Detective Division; injured October 11, 1969 | 29.50 |
| Harry A. Reid, 679834, Traffic Division; injured October 21, 1969 | 14.50 |
| Bernard Sako, 714242, District 14; injured October 22, 1969 | 23.00 |
| George E. Sarafin, 718520, Task Force; injured July 31, 1968 | 4.00 |

| | |
|---|---|
| George Schell, 724201, Task Force; injured October 9, 1969 | $ 5.00 |
| Paul Schneider, 727754, District 5; injured February 23, 1968 | 7.00 |
| Hugh T. Smith, 759759, Detective Division; injured October 11, 1969 | 27.00 |
| Wayne F. Steffen, 777423, District 1; injured September 17, 1969 | 29.85 |
| Patrick W. Sweetman, 794438, Police Recruit Training Division; injured October 20, 1969 | 25.00 |
| Dominic M. Squillaci, Jr., 772202, District 10; injured October 3, 1969 | 60.00 |
| Lee A. Tabaka, 797250, District 20; injured October 6, 1969 | 38.00 |
| Robert A. Tetti, 804425, District 5; injured October 25, 1969 | 17.00 |
| Allan F. Walter, 844997, District 18; injured October 30, 1969 | 16.00 |
| Stephan J. Wilke, 865154, District 11; injured October 6, 1969 | 56.00 |
| Nicholas J. Ahrens, 004565, Bureau of Inspectional Services; injured October 11, 1969 | 10.00 |
| Leonard R. Bajenski, 022902, Task Force; injured October 30, 1969 | 15.00 |
| Michael C. Baka, 023017, District 2; injured October 19, 1969 | 11.00 |
| Joseph P. Beazley, 035505, Detective Division; injured October 11, 1969 | 25.00 |
| John E. Bickman, 047605, District 5; injured October 10, 1969 | 17.00 |
| Robert W. Bokowski, 058209, District 2; injured November 6, 1969 | 10.00 |
| Patrick J. Bruen, 082131, Task Force; injured October 30, 1969 | 27.00 |
| William Chorley, 122291, Central Detention Section; injured October 24, 1969 | 50.00 |
| Arthur Ciechanowski, 124682, District 4; injured September 22, 1969 | 27.50 |
| Thomas R. Ficke, 238117, Task Force; injured October 30, 1969 | 30.00 |
| Ronald W. Hall, 314863, District 11; injured August 26, 1969 | 17.00 |
| Albert Henry, 339549, District 10; injured October 3, 1969 | 10.00 |
| Guy G. Holec, 351877, District 7; injured October 30, 1969 | 21.00 |
| John Jacko, 370806, District 14; injured November 4, 1969 | 10.00 |
| Jack Jucewicz, 393998, District 3; injured May 21, 1969 | 12.00 |
| Lawrence J. Kandl, 397944, District 15; injured October 31, 1969 | 7.00 |
| Harvey E. Keefer, 405808, Task Force; injured October 30, 1969 | 15.00 |
| Thomas J. Kelly, 411022, District 9; injured October 25, 1969 | 54.00 |
| Otto F. Kral, 436573, Bureau of Inspectional Services; injured October 9, 1969 | 30.00 |
| Raymond E. Krull, 440611, Detective Division; injured October 11, 1969 | 25.00 |
| Daniel C. Lukensmeyer, 481378, District 10: injured October 24, 1969 | 13.25 |
| Michael D. Maloney, 495628, District 21; injured October 15, 1969 | 10.00 |
| John S. McCarthy, 518730, District 14; injured November 1, 1969 | 12.00 |

| | |
|---|---|
| Walter G. McNeela, 540092, District 11; injured November 6, 1969 | $33.00 |
| Joseph A. Mescall, 547096, District 11; injured September 19, 1969 | 23.00 |
| James R. Morrison, 569376, District 9; injured October 26, 1969 | 38.25 |
| John A. Mullen, 575115, District 9; injured October 25, 1969 | 10.00 |
| Walter J. Novak, 600642, District 6; injured October 20, 1969 | 43.90 |
| Robert J. Palenik, 627342, District 7; injured October 30, 1969 | 15.00 |
| John A. Pappas, 630560, District 14; injured November 6, 1969 | 10.00 |
| Gary D. Partin, 633006, District 4; injured October 30, 1969 | 42.50 |
| William L. Pedersen, 638051, District 2; injured October 19; 1969 | 10.00 |
| Lawrence Rapien, 674123, District 4; injured November 1, 1969 | 15.00 |
| Richard J. Rolnicki, 697142, District 8; injured October 29, 1969 | 27.50 |
| Joseph J. Schillace, 725259, District 15; injured October 19, 1969 | 25.00 |
| John W. Seiser, 736575, District 15; injured October 31, 1969 | 12.00 |
| Kenneth Sellers, 736870, District 10; injured September 13, 1969 | 21.00 |
| Milton E. Shackelford, 739335, District 5; injured October 11, 1969 | 17.00 |
| James Sim, 751163, District 14; injured November 1, 1969 | 12.00 |
| James A. Sim, 751163, District 14; injured November 4, 1969 | 10.00 |
| Nicholas F. Simich, 749701, District 9; injured October 5, 1969 | 67.50 |
| Francis J. Size, 752767, District 16; injured September 26, 1969 | 59.50 |
| Arthur J. Smith, 757130, District 5; injured October 13, 1969 | 27.50 |
| Charles E. Smith, 757482, Task Force; injured October 24, 1969 | 10.25 |
| Edward A. Stetter, 770677, District 18; injured October 22, 1969 | 10.00 |
| Robert W. Thompson, 808519, Task Force; injured October 30, 1969 | 4.00 |
| Cleveland A. Tyson, 825080, District 18; injured October 22, 1969 | 10.00 |
| Frederick Vitek, 834540, District 1; injured October 19, 1969 | 17.00 |
| Dennis J. Walker, 839497, District 11; injured September 19, 1969 | 10.00 |
| William R. Winters, 875035, District 5; injured September 24, 1969 | 23.00 |
| Paul A. Blank, 053114, District 11; injured September 19, 1969 | 12.00 |
| George Demas, 183126, Task Force; injured August 16, 1969 | 5.00 |
| Terrence P. Knox, 427759, District 5; injured March 7, 1969 | 1,877.25 |
| Paul Siegfried, 748293, Task Force; injured September 13, 1969 | 2,206.37 |
| Charles E. Smith, 757505, District 3; injured November 16, 1969 | 129.25 |
| William R. Wendt, 856955, District 13; injured October 10, 1969 | 1,036.69. |

### Authority Granted for Payments of Miscellaneous Refunds, Compensation for Property Damage, Etc.

The Committee on Finance submitted a report recommending that the City Council pass a proposed order transmitted therewith, to authorize payments of miscellaneous claims.

On motion of Alderman Keane the said proposed order was *Passed*, by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Kuta, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, Wigoda—42.

*Nays*—None.

The following is said order as passed:

*Ordered,* That the City Comptroller is authorized and directed to pay to the following-named person the amount set opposite his name, same to be in full settlement for damage to property on the date and at the location indicated and to charge the same to Account No. 100.9112.934 (Police):

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Charles H. Lenske, 3914 N. Central Park Av., Chicago, Ill. | 10-2-69—3912 N. Central Park Av. | $65.00; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named person the amount set opposite his name, same to be in full settlement for claim for damage to vehicle as indicated and to charge same to Account No. 100.9112.934 (Bureau of Engineering —Bridges and Viaducts):

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Alberto Quiroga, 9126 S. Baltimore Av. | 9-18-69—E. 126th St. and S. Torrence Av. | $85.00; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named person the amount set opposite their name, same to be in full settlement for damage to vehicle on the date and at the location indicated and to charge the same to Account No. 100.9112.934 (Public Works Bur. of Engineering):

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Hammond Police Dept., 5925 Calumet Av., Hammond, Ind. 46320 | 9-15-69—S. Torrence Av. Bridge | $96.83; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named person the amount set opposite his name, same to be in full settlement for damage to vehicle on the date and at the location indicated and to charge the same to Account No. 100.9112.934 (Fire Department):

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Johnny Pointer Jr., 7441 S. Kenwood Av. | 12-24-68—E. 74th and S. Kenwood Av. | $217.10; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named persons the respective amounts set opposite their names, same to be in full settlement for damage to vehicles on the date and at the location indicated, and to charge the same to Account No. 100.9112.934 (Police):

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Car City Ins. Co., P.O. Box 5390, Detroit, Mich. 48235 | 11-7-68—W. Wolfram St. and N. Racine Av. | $114.48 |
| R. Lind, 4913 N. Talman Av., Chicago, Ill. | 11-7-68—W. Wolfram St. and N. Racine Av. | 50.00 |
| Thomas C. Zemon, 5804 S. Francisco Av. | 8-11-69—N. Orleans St. and W. Erie St. | 73.11 |
| Fred R. Girard, 7636 S. South Shore Dr. | 7-17-69—8700 S. Greenwood Av. | 225.00 |
| State Farm Ins. and Minnie Ragusa, 9800 N. Milwaukee Av., Des Plaines, Ill. 60016 | 7-26-69—3326 W. Division St. | 162.65 |
| Allstate Ins. and Michael P. Keenan, 9933 N. Lawler Av., Skokie, Ill. 60076 | 7-19-69—7457 S. Exchange Av. | 259.25 |
| Conlon - Collins, Crystal Lake Ford Inc., 680 W. Terra Cotta Av., Crystal Lake, Ill. 60014 | 5-9-69—1908 N. Milwaukee Av. | 179.44 |
| Underwriters Adjusting Co. and Jacque Berger, 224 S. Wacker Dr. | 5-19-69—S. Hamlin Av. and W. 55th St. | 183.83 |
| Allstate Ins. and Howard Saxner, 9933 N. Lawler Av., Skokie, Ill. 60076 | 8-28-69—Diversey Pkwy. and N. Lake Shore Dr. | 285.23 |
| Betty L. Fiack, 7319 W. Addison St. | 10-20-69—N. Oriole Av. and W. Belmont Av. | 187.79; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named persons the respective amounts set opposite their names, same to be in full settlement for damage to vehicles and/or property, on the date and at the location indicated, and to charge the same to Account No. 100.9112.934 (Streets and Sanitation):

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Paul R. Leventhal, 7447 S. South Shore Dr., Chicago, Ill. | 4-6-69—Vehicle E. 65th St. and S. South Shore Dr. | $ 92.12 |
| State Farm Mutual Ins. and Marlene and Edward Jaffe, 9800 N. Milwaukee Av., Des Plaines 60016 | 1-28-69—Vehicle 55th and S. State St. | 250.91 |
| Neophytos L. Savide, 1211 N. Harvey Av., Oak Park, Ill. | 8-25-69—Vehicle 1236 W. Arthur Av. | 37.95 |
| Di Tardi and Son Ins. and Phillip Scaletta, 5242 W. Belmont Av. | 8-5-69—Vehicle 5306 W. Foster Av. | 88.13 |
| Rosemary Mascheri, 3924 W. Cullom Av. | 5-12-69—Vehicle Pulaski and Montrose Av. | 100.00 |
| Joseph M. Kinney, 7501 Garden Lane, Justice, Ill. | 7-25-69—Vehicle S. Menard and S. Archer Aves. | 36.00 |
| William Terry, 6825 S. Elizabeth St. Chicago, Ill. | 4-30-69—Vehicle W. 81st St. and S. Parnell Av. | 35.00 |
| Paul Rybski, 6304 N. Indian Rd. | 10-14-69—Vehicle 7310 N. Milwaukee Av., Niles, Ill. | 63.00 |
| Clifton Nellum, 8714 S. Michigan Av. | 6-10-69—Property 8714 S. Michigan Av. | 50.00; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named persons the respective amounts set opposite their names, same to be in full settlement for damage to vehicle and/or property damages on the date and at the location indicated, and to charge same to Account No. 100.9112.934 (Public Works—Forestry);

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Michele Giannelli, 3733 W. Iowa St. | 10-7-67—Vehicle 4248 N. Springfeld Av. | 400.00 |
| Rose Saisi, 5017 N. Lowell Av. | 8-5-69—Property 5017 N. Lowell Av. | 60.00 |
| Wilbur H. Case, 7303 W. Lunt Av. | 10-31-69—7303 W. Lunt Av. | 18.00; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named person the amount set opposite their name, same to be in full settlement for refund of elecrtrical permit fees as indicated and to charge same to Account No. 100.9112.934 (Building Dept., Bur. of of Electrical Insp.):

| *Name and Address* | *Permit* | *Amount* |
|---|---|---|
| Taylor Electric Co. c/o Rufus Taylor, 809 S. Kedzie Av. | C.W. 155590 | $217.50; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named persons the respective amounts set opposite their names, same to be in full settlement for refunds on various license fees as indicated and to charge same to Account No. 100.9112.934 (City Collector):

| *Name and Address* | *Date and License No.* | *Amount* |
|---|---|---|
| 56 West Division Corp. c/o John B. Martin, 59 E. Cedar St. | 5-1-69—Liquor 6175 | $165.32 |
| | 4-21-69—Food 6009 | 8.78 |
| Sara Jane Flynn, 70 W. Burton Pl. Apt. 607 Chicago, Ill. | 2-24-69—Liquor H-77408 | 465.00 |
| Rayford Everett, 6124 S. Rhodes Av. | 10-9-69—Liquor 7282 | 465.00 |
| Ellis Ray Miller Sr., 3445 W. Ogden Av., | 11-12-68—Liquor H-70687 | 465.00 |
| Paul F. Green 8137 S. Morgan St. | 11-1-69—Liquor 4920 | 465.00 |
| Dominick DeRosa 2444 W. Diversey Av. | 11-1-69—Liquor 5588 | 465.00; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named person the amount set opposite his name, same being in full settlement for damage to his car on the date and location indicated, and to charge same to Account No. 200.9112.935 (Water & Sewers):

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Siegfried Busse 5840 W. Ohio St. | 10-7-69—W. 23rd St. and S. Troy St. | $36.50; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following named person the respective amount set opposite her name, same to be in full settlement for refund of fee paid for Vehicle License as indicated and to charge same to Account No. 300.9112.990 (City Collector):

| *Name and Address* | *License No.* | *Amount* |
|---|---|---|
| Mrs. Frederick C. Edelston, 3240 N. Lake Shore Dr. | U-478121 | $30.00. |

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### *Action Deferred*—ON PROPOSED ORDINANCE TO AUTHORIZE EXECUTION OF OPERATOR'S AGREEMENT FOR PARKING FACILITY NO. 1.

The Committee on Finance submitted the following report, which was, at the request of two aldermen present (Alderman Despres and Alderman Simon) *Deferred* and ordered published:

CHICAGO, December 29, 1969.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred a communication dated December 23, 1969 from the Office of the Mayor transmitting an ordinance authorizing a lease for the operation of Parking Facility No. 1 located at No. 11 W. Wacker Drive, for the year 1970, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by 29 members of the committee, with 4 dissenting vote.

Respectfully submitted,

(Signed) THOMAS E. KEANE,
*Chairman.*

[Proposed ordinance printed in Committee Pamphlet No. 19]

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### *Action Deferred*—ON PROPOSED ORDINANCE TO AUTHORIZE EXECUTION OF OPERATOR'S AGREEMENT FOR PARKING FACILITY NO. 2.

The Committee on Finance submitted the following report, which was, at the request of two aldermen present (Alderman Despres and Alderman Simon) *Deferred* and ordered published:

CHICAGO, December 29, 1969.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred a communication dated December 23, 1969 from the Office of the Mayor transmitting an ordinance authorizing a lease for the operation of Parking Facility No. 2 located at No. 20 S. Wacker Drive, for the year 1970, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by 29 members of the committee, with 4 dissenting vote.

Respectfully submitted,

(Signed) THOMAS E. KEANE,
*Chairman.*

[Proposed ordinance printed in Committee Pamphlet No. 19]

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### *Action Deferred*—ON PROPOSED ORDINANCE TO AUTHORIZE EXECUTION OF OPERATOR'S AGREEMENT FOR PARKING FACILITY NO. 3.

The Committee on Finance submitted the following report, which was, at the request of two aldermen present (Alderman Despres and Alderman Simon) *Deferred* and ordered published:

CHICAGO, December 29, 1969.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred a communication dated December 23, 1969 from the Office of the Mayor transmitting an ordinance authorizing a lease for the operation of Parking Facility No. 3 located at No. 535 S. State St., for the year 1970, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by 29 members of the committee, with 4 dissenting vote.

Respectfully submitted,

(Signed) THOMAS E. KEANE,
*Chairman.*

[Proposed ordinance printed in Committee Pamphlet No. 19]

### *Action Deferred*—ON PROPOSED ORDINANCE TO AUTHORIZE EXECUTION OF OPERATOR'S AGREEMENT FOR PARKING FACILITY NO. 4.

The Committee on Finance submitted the following report, which was, at the request of two aldermen present (Alderman Despres and Alderman Simon) *Deferred* and ordered published:

CHICAGO, December 29, 1969.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred a communication dated December 23, 1969 from the Office of the Mayor transmitting an ordinance authorizing a lease for the operation of Parking Facility No. 4 located at No. 506 N. Rush St., for the year 1970, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by 29 members of the committee, with 4 dissenting vote.

Respectfully submitted,
(Signed) THOMAS E. KEANE,
*Chairman.*

[Proposed ordinance printed in Committee Pamphlet No. 19]

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### *Action Deferred*—ON PROPOSED ORDINANCE TO AUTHORIZE EXECUTION OF OPERATOR'S AGREEMENT FOR PARKING FACILITY NO. 5.

The Committee on Finance submitted the following report, which was, at the request of two aldermen present (Alderman Despres and Alderman Simon) *Deferred* and ordered published:

CHICAGO, December 29, 1969.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred a communication dated December 23, 1969 from the Office of the Mayor transmitting an ordinance authorizing a lease for the operation of Parking Facility No. 5 located at No. 875 N. Rush St., for the year 1970, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by 29 members of the committee, with 4 dissenting vote.

Respectfully submitted,
(Signed) THOMAS E. KEANE,
*Chairman.*

[Proposed ordinance printed in Committee Pamphlet No. 19]

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### *Action Deferred*—ON PROPOSED ORDINANCE TO AUTHORIZE EXECUTION OF OPERATOR'S AGREEMENT FOR PARKING FACILITY NO. 6.

The Committee on Finance submitted the following report, which was, at the request of two aldermen present (Alderman Despres and Alderman Simon) *Deferred* and ordered published:

CHICAGO, December 29, 1969.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred a communication dated December 23, 1969 from the Office of the Mayor transmitting an ordinance authorizing a lease for the operation of Parking Facility No. 6 located at No. 259 E. Superior St., for the year 1970, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by 29 members of the committee, with 4 dissenting vote.

Respectfully submitted,
(Signed) THOMAS E. KEANE,
*Chairman.*

[Proposed ordinance printed in Committee Pamphlet No. 19]

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### *Action Deferred*—ON PROPOSED ORDINANCE TO AUTHORIZE EXECUTION OF OPERATOR'S AGREEMENT FOR PARKING FACILITY NO. 7.

The Committee on Finance submitted the following report, which was, at the request of two aldermen present (Alderman Despres and Alderman Simon) *Deferred* and ordered published:

CHICAGO, December 29, 1969.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred a communication dated December 23, 1969 from the Office of the Mayor transmitting an ordinance authorizing a lease for the operation of Parking Facility No. 7 located at No. 1130 W. Lawrence Av., for the year 1970, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by 29 members of the committee, with 4 dissenting vote.

Respectfully submitted,
(Signed) THOMAS E. KEANE,
*Chairman.*

[Proposed ordinance printed in Committee Pamphlet No. 19]

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### *Action Deferred*—ON PROPOSED ORDINANCE TO AUTHORIZE EXECUTION OF OPERATOR'S AGREEMENT FOR PARKING FACILITY NO. 8.

The Committee on Finance submitted the following report, which was, at the request of two aldermen present (Alderman Despres and Alderman Simon) *Deferred* and ordered published:

CHICAGO, December 29, 1969.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred a communication dated December 23, 1969 from the Office of the Mayor transmitting an ordinance authorizing a lease for the operation of Parking Facility No. 8 located at No. 120 N. LaSalle St., for the year 1970, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by 29 members of the committee, with 4 dissenting vote.

Respectfully submitted,
(Signed) THOMAS E. KEANE,
*Chairman.*

[Proposed ordinance printed in Committee Pamphlet No. 19]

### *Action Deferred*—ON PROPOSED ORDINANCE TO AUTHORIZE EXECUTION OF OPERATOR'S AGREEMENT FOR PARKING FACILITY NO. 9.

The Committee on Finance submitted the following report, which was, at the request of two aldermen present (Alderman Despres and Alderman Simon) *Deferred* and ordered published:

CHICAGO, December 29, 1969.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred a communication dated December 23, 1969 from the Office of the Mayor transmitting an ordinance authorizing a lease for the operation of Parking Facility No. 9 located at No. 320 N. LaSalle St., for the year 1970, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by 29 members of the committee, with 4 dissenting vote.

Respectfully submitted,
(Signed) THOMAS E. KEANE,
*Chairman.*

[Proposed ordinance printed in Committee Pamphlet No. 19]

### *Action Deferred*—ON PROPOSED ORDINANCE TO AUTHORIZE EXECUTION OF OPERATOR'S AGREEMENT FOR PARKING FACILITY NO. 10.

The Committee on Finance submitted the following report, which was, at the request of two aldermen present (Alderman Despres and Alderman Simon) *Deferred* and ordered published:

CHICAGO, December 29, 1969.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred a communication dated December 23, 1969 from the Office of the Mayor transmitting an ordinance authorizing a lease for the operation of Parking Facility No. 10 located at No. 535 N. St. Clair St., for the year 1970, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by 29 members of the committee, with 4 dissenting vote.

Respectfully submitted,
(Signed) THOMAS E. KEANE,
*Chairman.*

[Proposed ordinance printed in Committee Pamphlet No. 19]

### *Action Deferred*—ON PROPOSED ORDINANCE TO AUTHORIZE EXECUTION OF OPERATOR'S AGREEMENT FOR PARKING FACILITY NO. 18.

The Committee on Finance submitted the following report, which was, at the request of two aldermen present (Alderman Despres and Alderman Simon) *Deferred* and ordered published:

CHICAGO, December 29, 1969.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred a communication dated December 23, 1969 from the Office of the Mayor transmitting an ordinance authorizing a lease for the operation of Parking Facility No. 18 located at No. 4050 W. Washington Blvd., for the year 1970, having had under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by 29 members of the committee, with 4 dissenting vote.

Respectfully submitted,
(Signed) THOMAS E. KEANE,
*Chairman.*

[Proposed ordinance printed in Committee Pamphlet No. 19]

### *Action Deferred*—ON PROPOSED ORDINANCE TO AUTHORIZE EXECUTION OF OPERATOR'S AGREEMENT FOR PARKING FACILITY NO. 19.

The Committee on Finance submitted the following report, which was, at the request of two aldermen present (Alderman Despres and Alderman Simon) *Deferred* and ordered published:

CHICAGO, December 29, 1969.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred a communication dated December 23, 1969 from the Office of the Mayor transmitting an ordinance authorizing a lease for the operation of Parking Facility No. 19 located at No. 4045 W. Washington Boulevard for the year 1970, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by 29 members of the committee, with 4 dissenting vote.

Respectfully submitted,
(Signed) THOMAS E. KEANE,
*Chairman.*

[Proposed ordinance printed in Committee Pamphlet No. 19]

### *Action Deferred*—ON PROPOSED ORDINANCE TO AUTHORIZE EXECUTION OF OPERATOR'S AGREEMENT FOR PARKING FACILITY NO. 21.

The Committee on Finance submitted the following report, which was, at the request of two aldermen present (Alderman Despres and Alderman Simon) *Deferred* and ordered published:

CHICAGO, December 29, 1969.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred a communication dated December 23, 1969 from the Office of the Mayor transmitting an ordinance authorizing a lease for the operation of Parking Facility No. 21 located at No. 22 N. Keeler Avenue for the year 1970, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by 29 members of the committee, with 4 dissenting vote.

Respectfully submitted,
(Signed) THOMAS E. KEANE,
*Chairman.*

[Proposed ordinance printed in Committee Pamphlet No. 19]

### *Action Deferred*—ON PROPOSED ORDINANCE TO AUTHORIZE EXECUTION OF OPERATOR'S AGREEMENT FOR PARKING FACILITY NO. 23.

The Committee on Finance submitted the following report, which was, at the request of two aldermen present (Alderman Despres and Alderman Simon) *Deferred* and ordered published:

CHICAGO, December 29, 1969.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred a communication dated December 23, 1969 from the Office of the Mayor transmitting an ordinance authorizing a lease for the operation of Parking Facility No. 23 located at No. 4842 N. Kenmore Avenue for the year 1970, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by 29 members of the committee, with 4 dissenting vote.

Respectfully submitted,
(Signed) THOMAS E. KEANE,
*Chairman.*

[Proposed ordinance printed in Committee Pamphlet No. 19]

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### *Action Deferred*—ON PROPOSED ORDINANCE TO AUTHORIZE EXECUTION OF OPERATOR'S AGREEMENT FOR PARKING FACILITY NO. 24.

The Committee on Finance submitted the following report, which was, at the request of two aldermen present (Alderman Despres and Alderman Simon) *Deferred* and ordered published:

CHICAGO, December 29, 1969.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred a communication dated December 23, 1969 from the Office of the Mayor transmitting an ordinance authorizing a lease for the operation of Parking Facility No. 24 located at No. 4526 N. Broadway for the year 1970, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by 29 members of the committee, with 4 dissenting vote.

Respectfully submitted,
(Signed) THOMAS E. KEANE,
*Chairman.*

[Proposed ordinance printed in Committee Pamphlet No. 19]

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### *Action Deferred*—ON PROPOSED ORDINANCE TO AUTHORIZE EXECUTION OF OPERATOR'S AGREEMENT FOR PARKING FACILITY NO. 25.

The Committee on Finance submitted the following report, which was, at the request of two aldermen present (Alderman Despres and Alderman Simon) *Deferred* and ordered published:

CHICAGO, December 29, 1969.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred a communication dated December 23, 1969 from the Office of the Mayor transmitting an ordinance authorizing a lease for the operation of Parking Facility No. 25 located at No. 845 W. Wilson Avenue for the year 1970, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by 29 members of the committee, with 4 dissenting vote.

Respectfully submitted,
(Signed) THOMAS E. KEANE,
*Chairman.*

[Proposed ordinance printed in Committee Pamphlet No. 19]

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### *Action Deferred*—ON PROPOSED ORDINANCE TO AUTHORIZE EXECUTION OF OPERATOR'S AGREEMENT FOR PARKING FACILITY NO. 26.

The Committee on Finance submitted the following report, which was, at the request of two aldermen present (Alderman Despres and Alderman Simon) *Deferred* and ordered published:

CHICAGO, December 29, 1969.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred a communication dated December 23, 1969 from the Office of the Mayor transmitting an ordinance authorizing a lease for the operation of Parking Facility No. 26 located at No. 931 W. Carmen Avenue for the year 1970, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by 29 members of the committee, with 4 dissenting vote.

Respectfully submitted,
(Signed) THOMAS E. KEANE,
*Chairman.*

[Proposed ordinance printed in Committee Pamphlet No. 19]

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### *Action Deferred*—ON PROPOSED ORDINANCE TO AUTHORIZE EXECUTION OF OPERATOR'S AGREEMENT FOR PARKING FACILITY NO. 27.

The Committee on Finance submitted the following report, which was, at the request of two aldermen present (Alderman Despres and Alderman Simon) *Deferred* and ordered published:

CHICAGO, December 29, 1969.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred a communication dated December 23, 1969 from the Office of the Mayor transmitting an ordinance authorizing a lease for the operation of Parking Facility No. 27 located at No. 1515 W. Belmont Avenue for the year 1970, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by 29 members of the committee, with 4 dissenting vote.

Respectfully submitted,
(Signed) THOMAS E. KEANE,
*Chairman.*

[Proposed ordinance printed in Committee Pamphlet No. 19]

### *Action Deferred*—ON PROPOSED ORDINANCE TO AUTHORIZE EXECUTION OF OPERATOR'S AGREEMENT FOR PARKING FACILITY NO. 28.

The Committee on Finance submitted the following report, which was, at the request of two aldermen present (Alderman Despres and Alderman Simon) *Deferred* and ordered published:

CHICAGO, December 29, 1969.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred a communication dated December 23, 1969 from the Office of the Mayor transmitting an ordinance authorizing a lease for the operation of Parking Facility No. 28 located at No. 1530 W. Barry Avenue for the year 1970, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by 29 members of the committee, with 4 dissenting vote.

Respectfully submitted,

(Signed) THOMAS E. KEANE,
*Chairman.*

[Proposed ordinance printed in
Committee Pamphlet No. 19]

### *Action Deferred*—ON PROPOSED ORDINANCE TO AUTHORIZE EXECUTION OF OPERATOR'S AGREEMENT FOR PARKING FACILITY NO. 29.

The Committee on Finance submitted the following report, which was, at the request of two aldermen present (Alderman Despres and Alderman Simon) *Deferred* and ordered published:

CHICAGO, December 29, 1969.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred a communication dated December 23, 1969 from the Office of the Mayor transmitting an ordinance authorizing a lease for the operation of Parking Facility No. 29 located at No. 1635 W. Melrose Avenue for the year 1970, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by 29 members of the committee, with 4 dissenting vote.

Respectfully submitted,

(Signed) THOMAS E. KEANE,
*Chairman.*

[Proposed ordinance printed in
Committee Pamphlet No. 19]

### *Action Deferred*—ON PROPOSED ORDINANCE TO AUTHORIZE EXECUTION OF OPERATOR'S AGREEMENT FOR PARKING FACILITY NO. 30.

The Committee on Finance submitted the following report, which was, at the request of two aldermen present (Alderman Despres and Alderman Simon) *Deferred* and ordered published:

CHICAGO, December 29, 1969.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred a communication dated December 23, 1969 from the Office of the Mayor transmitting an ordinance authorizing a lease for the operation of Parking Facility No. 30 located at No. 1615 W. Roscoe Street for the year 1970, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by 29 members of the committee, with 4 dissenting vote.

Respectfully submitted,

(Signed) THOMAS E. KEANE,
*Chairman.*

[Proposed ordinance printed in
Committee Pamphlet No. 19]

### *Action Deferred*—ON PROPOSED ORDINANCE TO AUTHORIZE EXECUTION OF OPERATOR'S AGREEMENT FOR PARKING FACILITY NO. 31.

The Committee on Finance submitted the following report, which was, at the request of two aldermen present (Alderman Despres and Alderman Simon) *Deferred* and ordered published:

CHICAGO, December 29, 1969.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred a communication dated December 23, 1969 from the Office of the Mayor transmitting an ordinance authorizing a lease for the operation of Parking Facility No. 31 located at No. 3155 N. Paulina Street for the year 1970, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by 29 members of the committee, with 4 dissenting vote.

Respectfully submitted,

(Signed) THOMAS E. KEANE,
*Chairman.*

[Proposed ordinance printed in
Committee Pamphlet No. 19]

### *Action Deferred*—ON PROPOSED ORDINANCE TO AUTHORIZE EXECUTION OF OPERATOR'S AGREEMENT FOR PARKING FACILITY NO. 32.

The Committee on Finance submitted the following report, which was, at the request of two aldermen present (Alderman Despres and Alderman Simon) *Deferred* and ordered published:

CHICAGO, December 29, 1969.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred a communication dated December 23, 1969 from the Office of the Mayor transmitting an ordinance authorizing a lease for the operation of Parking Facility No. 32 located at No. 1602 W. Barry Avenue for the year 1970, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by 29 members of the committee, with 4 dissenting vote.

Respectfully submitted,

(Signed) THOMAS E. KEANE,
*Chairman.*

[Proposed ordinance printed in
Committee Pamphlet No. 19]

### *Action Deferred*—ON PROPOSED ORDINANCE TO AUTHORIZE EXECUTION OF OPERATOR'S AGREEMENT FOR PARKING FACILITY NO. 33.

The Committee on Finance submitted the following report, which was, at the request of two aldermen present (Alderman Despres and Alderman Simon) *Deferred* and ordered published:

CHICAGO, December 29, 1969.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred a communication dated December 23, 1969 from the Office of the Mayor transmitting an ordinance authorizing a lease for the operation of Parking Facility No. 33 located at No. 1531 W. Melrose Street for the year 1970, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by 29 members of the committee, with 4 dissenting vote.

Respectfully submitted,
(Signed) THOMAS E. KEANE,
*Chairman.*

[Proposed ordinance printed in Committee Pamphlet No. 19]

### *Action Deferred*—ON PROPOSED ORDINANCE TO AUTHORIZE EXECUTION OF OPERATOR'S AGREEMENT FOR PARKING FACILITY NO. 34.

The Committee on Finance submitted the following report, which was, at the request of two aldermen present (Alderman Despres and Alderman Simon) *Deferred* and ordered published:

CHICAGO, December 29, 1969.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred a communication dated December 23, 1969 from the Office of the Mayor transmitting an ordinance authorizing a lease for the operation of Parking Facility No. 34 located at No. 17 E. 112th Place for the year 1970, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by 29 members of the committee, with 4 dissenting vote.

Respectfully submitted,
(Signed) THOMAS E. KEANE,
*Chairman.*

[Proposed ordinance printed in Committee Pamphlet No. 19]

### *Action Deferred*—ON PROPOSED ORDINANCE TO AUTHORIZE EXECUTION OF OPERATOR'S AGREEMENT FOR PARKING FACILITY NO. 35.

The Committee on Finance submitted the following report, which was, at the request of two aldermen present (Alderman Despres and Alderman Simon) *Deferred* and ordered published:

CHICAGO, December 29, 1969.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred a communication dated December 23, 1969 from the Office of the Mayor transmitting an ordinance authorizing a lease for the operation of Parking Facility No. 35 located at No. 29 E. 112th Street for the year 1970, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by 29 members of the committee, with 4 dissenting vote.

Respectfully submitted,
(Signed) THOMAS E. KEANE,
*Chairman.*

[Proposed ordinance printed in Committee Pamphlet No. 19]

### *Action Deferred*—ON PROPOSED ORDINANCE TO AUTHORIZE EXECUTION OF OPERATOR'S AGREEMENT FOR PARKING FACILITY NO. 36.

The Committee on Finance submitted the following report, which was, at the request of two aldermen present (Alderman Despres and Alderman Simon) *Deferred* and ordered published:

CHICAGO, December 29, 1969.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred a communication dated December 23, 1969 from the Office of the Mayor transmitting an ordinance authorizing a lease for the operation of Parking Facility No. 36 located at No. 9 E. 111th Place for the year 1970, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by 29 members of the committee, with 4 dissenting vote.

Respectfully submitted,
(Signed) THOMAS E. KEANE,
*Chairman.*

[Proposed ordinance printed in Committee Pamphlet No. 19]

### *Action Deferred*—ON PROPOSED ORDINANCE TO AUTHORIZE EXECUTION OF OPERATOR'S AGREEMENT FOR PARKING FACILITY NO. 37.

The Committee on Finance submitted the following report, which was, at the request of two aldermen present (Alderman Despres and Alderman Simon) *Deferred* and ordered published:

CHICAGO, December 29, 1969.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred a communication dated December 23, 1969 from the Office of the Mayor transmitting an ordinance authorizing a lease for the operation of Parking Facility No. 37 located at 5404 S. Cornell Avenue for the year 1970, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by 29 members of the committee, with 4 dissenting vote.

Respectfully submitted,
(Signed) THOMAS E. KEANE,
*Chairman.*

[Proposed ordinance printed in Committee Pamphlet No. 19]

### *Action Deferred*—ON PROPOSED ORDINANCE TO AUTHORIZE EXECUTION OF OPERATOR'S AGREEMENT FOR PARKING FACILITY NO. 38.

The Committee on Finance submitted the following report, which was, at the request of two aldermen present (Alderman Despres and Alderman Simon) *Deferred* and ordered published:

CHICAGO, December 29, 1969.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred a communication dated December 23, 1969 from the Office of the Mayor transmitting an ordinance authorizing a lease for the operation of Parking Facility No. 38 located at No. 1241 N. Paulina Street for the year 1970, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by 29 members of the committee, with 4 dissenting vote.

Respectfully submitted,

(Signed) THOMAS E. KEANE,
*Chairman.*

[Proposed ordinance printed in
Committee Pamphlet No. 19]

### *Action Deferred*—ON PROPOSED ORDINANCE TO AUTHORIZE EXECUTION OF OPERATOR'S AGREEMENT FOR PARKING FACILITY NO. 39.

The Committee on Finance submitted the following report, which was, at the request of two aldermen present (Alderman Despres and Alderman Simon) *Deferred* and ordered published:

CHICAGO, December 29, 1969.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred a communication dated December 23, 1969 from the Office of the Mayor transmitting an ordinance authorizing a lease for the operation of Parking Facility No. 39 located at No. 1217 N. Bosworth Avenue for the year 1970, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by 29 members of the committee, with 4 dissenting vote.

Respectfully submitted,

(Signed) THOMAS E. KEANE,
*Chairman.*

[Proposed ordinance printed in
Committee Pamphlet No. 19]

### *Action Deferred*—ON PROPOSED ORDINANCE TO AUTHORIZE EXECUTION OF OPERATOR'S AGREEMENT FOR PARKING FACILITY NO. 40.

The Committee on Finance submitted the following report, which was, at the request of two aldermen present (Alderman Despres and Alderman Simon) *Deferred* and ordered published:

CHICAGO, December 29, 1969.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred a communication dated December 23, 1969 from the Office of the Mayor transmitting an ordinance authorizing a lease for the operation of Parking Facility No. 40 located at No. 1352 N. Bauwans Street for the year 1970, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by 29 members of the committee, with 4 dissenting vote.

Respectfully submitted,

(Signed) THOMAS E. KEANE,
*Chairman.*

[Proposed ordinance printed in
Committee Pamphlet No. 19]

### *Action Deferred*—ON PROPOSED ORDINANCE TO AUTHORIZE EXECUTION OF OPERATOR'S AGREEMENT FOR PARKING FACILITY NO. 42.

The Committee on Finance submitted the following report, which was, at the request of two aldermen present (Alderman Despres and Alderman Simon) *Deferred* and ordered published:

CHICAGO, December 29, 1969.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred a communication dated December 23, 1969 from the Office of the Mayor transmitting an ordinance authorizing a lease for the operation of Parking Facility No. 42 located at No. 4735 S. Vincennes Avenue for the year 1970, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by 29 members of the committee, with 4 dissenting vote.

Respectfully submitted,

(Signed) THOMAS E. KEANE,
*Chairman.*

[Proposed ordinance printed in
Committee Pamphlet No. 19]

### *Action Deferred*—ON PROPOSED ORDINANCE TO AUTHORIZE EXECUTION OF OPERATOR'S AGREEMENT FOR PARKING FACILITY NO. 43.

The Committee on Finance submitted the following report, which was, at the request of two aldermen present (Alderman Despres and Alderman Simon) *Deferred* and ordered published:

CHICAGO, December 29, 1969.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred a communication dated December 23, 1969 from the Office of the Mayor transmitting an ordinance authorizing a lease for the operation of Parking Facility No. 43 located at No. 4616 S. Prairie Avenue for the year 1970, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by 29 members of the committee, with 4 dissenting vote.

Respectfully submitted,

(Signed) THOMAS E. KEANE,
*Chairman.*

[Proposed ordinance printed in
Committee Pamphlet No. 19]

### *Action Deferred*—ON PROPOSED ORDINANCE TO AUTHORIZE EXECUTION OF OPERATOR'S AGREEMENT FOR PARKING FACILITY NO. 44.

The Committee on Finance submitted the following report, which was, at the request of two aldermen present (Alderman Despres and Alderman Simon) *Deferred* and ordered published:

CHICAGO, December 29, 1969.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred a communication dated December 23, 1969 from the Office of the Mayor transmitting an ordinance authorizing a lease for the operation of Parking Facility No. 44 located at No. 5230 S. Lake Park Avenue for the year 1970, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by 29 members of the committee, with 4 dissenting vote.

Respectfully submitted,

(Signed) THOMAS E. KEANE,
*Chairman.*

[Proposed ordinance printed in Committee Pamphlet No. 19]

### *Action Deferred*—ON PROPOSED ORDINANCE TO AUTHORIZE EXECUTION OF OPERATOR'S AGREEMENT FOR PARKING FACILITY NO. 45.

The Committee on Finance submitted the following report, which was, at the request of two aldermen present (Alderman Despres and Alderman Simon) *Deferred* and ordered published:

CHICAGO, December 29, 1969.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred a communication dated December 23, 1969 from the Office of the Mayor transmitting an ordinance authorizing a lease for the operation of Parking Facility No. 45 located at No. 6333 N. Western Avenue for the year 1970, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by 29 members of the committee, with 4 dissenting vote.

Respectfully submitted,

(Signed) THOMAS E. KEANE,
*Chairman.*

[Proposed ordinance printed in Committee Pamphlet No. 19]

### *Action Deferred*—ON PROPOSED ORDINANCE TO AUTHORIZE EXECUTION OF OPERATOR'S AGREEMENT FOR PARKING FACILITY NO. 46.

The Committee on Finance submitted the following report, which was, at the request of two aldermen present (Alderman Despres and Alderman Simon) *Deferred* and ordered published:

CHICAGO, December 29, 1969.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred a communication dated December 23, 1969 from the Office of the Mayor transmitting an ordinance authorizing a lease for the operation of Parking Facility No. 46 located at No. 6340 N. Campbell Avenue for the year 1970, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by 29 members of the committee, with 4 dissenting vote.

Respectfully submitted,

(Signed) THOMAS E. KEANE,
*Chairman.*

[Proposed ordinance printed in Committee Pamphlet No. 19]

### *Action Deferred*—ON PROPOSED ORDINANCE TO AUTHORIZE EXECUTION OF OPERATOR'S AGREEMENT FOR PARKING FACILITY NO. 47.

The Committee on Finance submitted the following report, which was, at the request of two aldermen present (Alderman Despres and Alderman Simon) *Deferred* and ordered published:

CHICAGO, December 29, 1969.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred a communication dated December 23, 1969 from the Office of the Mayor transmitting an ordinance authorizing a lease for the operation of Parking Facility No. 47 located at No. 2552 W. Devon Avenue for the year 1970, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by 29 members of the committee, with 4 dissenting vote.

Respectfully submitted,

(Signed) THOMAS E. KEANE,
*Chairman.*

[Proposed ordinance printed in Committee Pamphlet No. 19]

### *Action Deferred*—ON PROPOSED ORDINANCE TO AUTHORIZE EXECUTION OF OPERATOR'S AGREEMENT FOR PARKING FACILITY NO. 48.

The Committee on Finance submitted the following report, which was, at the request of two aldermen present (Alderman Despres and Alderman Simon) *Deferred* and ordered published:

CHICAGO, December 29, 1969.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred a communication dated December 23, 1969 from the Office of the Mayor transmitting an ordinance authorizing a lease for the operation of Parking Facility No. 48 located at No. 9140 S. Exchange Avenue for the year 1970, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by 29 members of the committee, with 4 dissenting vote.

Respectfully submitted,

(Signed) THOMAS E. KEANE,
*Chairman.*

[Proposed ordinance printed in Committee Pamphlet No. 19]

### *Action Deferred*—ON PROPOSED ORDINANCE TO AUTHORIZE EXECUTION OF OPERATOR'S AGREEMENT FOR PARKING FACILITY NO. 49.

The Committee on Finance submitted the following report, which was, at the request of two aldermen present (Alderman Despres and Alderman Simon) *Deferred* and ordered published:

CHICAGO, December 29, 1969.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred a communication dated December 23, 1969 from the Office of the Mayor transmitting an ordinance authorizing a lease for the operation of Parking Facility No. 49 located at No. 4014 N. Laporte Avenue for the year 1970, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by 29 members of the committee, with 4 dissenting vote.

Respectfully submitted,
(Signed) THOMAS E. KEANE,
*Chairman.*

[Proposed ordinance printed in
Committee Pamphlet No. 19]

### *Action Deferred*—ON PROPOSED ORDINANCE TO AUTHORIZE EXECUTION OF OPERATOR'S AGREEMENT FOR PARKING FACILITY NO. 54.

The Committee on Finance submitted the following report, which was, at the request of two aldermen present (Alderman Despres and Alderman Simon) *Deferred* and ordered published:

CHICAGO, December 29, 1969.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred a communication dated December 23, 1969 from the Office of the Mayor transmitting an ordinance authorizing a lease for the operation of Parking Facility No. 54 located at No. 4705 S. Justine Street for the year 1970, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by 29 members of the committee, with 4 dissenting vote.

Respectfully submitted,
(Signed) THOMAS E. KEANE,
*Chairman.*

[Proposed ordinance printed in
Committee Pamphlet No. 19]

### *Action Deferred*—ON PROPOSED ORDINANCE TO AUTHORIZE EXECUTION OF OPERATOR'S AGREEMENT FOR PARKING FACILITY NO. 55.

The Committee on Finance submitted the following report, which was, at the request of two aldermen present (Alderman Despres and Alderman Simon) *Deferred* and ordered published:

CHICAGO, December 29, 1969.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred a communication dated December 23, 1969 from the Office of the Mayor transmitting an ordinance authorizing a lease for the operation of Parking Facility No. 55 located at No. 4633 S. Marshfield Avenue for the year 1970, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by 29 members of the committee, with 4 dissenting vote.

Respectfully submitted,
(Signed) THOMAS E. KEANE,
*Chairman.*

[Proposed ordinance printed in
Committee Pamphlet No. 19]

### *Action Deferred*—ON PROPOSED ORDINANCE TO AUTHORIZE EXECUTION OF OPERATOR'S AGREEMENT FOR PARKING FACILITY NO. 56.

The Committee on Finance submitted the following report, which was, at the request of two aldermen present (Alderman Despres and Alderman Simon) *Deferred* and ordered published:

CHICAGO, December 29, 1969.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred a communication dated December 23, 1969 from the Office of the Mayor transmitting an ordinance authorizing a lease for the operation of Parking Facility No. 56 located at No. 4747 S. Marshfield Avenue for the year 1970, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by 29 members of the committee, with 4 dissenting vote.

Respectfully submitted,
(Signed) THOMAS E. KEANE,
*Chairman.*

[Proposed ordinance printed in
Committee Pamphlet No. 19]

### *Action Deferred*—ON PROPOSED ORDINANCE TO AUTHORIZE EXECUTION OF OPERATOR'S AGREEMENT FOR PARKING FACILITY NO. 57.

The Committee on Finance submitted the following report, which was, at the request of two aldermen present (Alderman Despres and Alderman Simon) *Deferred* and ordered published:

CHICAGO, December 29, 1969.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred a communication dated December 23, 1969 from the Office of the Mayor transmitting an ordinance authorizing a lease for the operation of Parking Facility No. 57 located at No. 6339 S. Woodlawn Avenue for the year 1970, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by 29 members of the committee, with 4 dissenting vote.

Respectfully submitted,
(Signed) THOMAS E. KEANE,
*Chairman.*

[Proposed ordinance printed in
Committee Pamphlet No. 19]

### *Action Deferred*—ON PROPOSED ORDINANCE TO AUTHORIZE EXECUTION OF OPERATOR'S AGREEMENT FOR PARKING FACILITY NO. 58.

The Committee on Finance submitted the following report, which was, at the request of two aldermen present (Alderman Despres and Alderman Simon) *Deferred* and ordered published:

CHICAGO, December 29, 1969.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred a communication dated December 23, 1969 from the Office of the Mayor transmitting an ordinance authorizing a lease for the operation of Parking Facility No. 58 located at No. 6315 S. Evans Avenue for the year 1970, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by 29 members of the committee, with 4 dissenting vote.

Respectfully submitted,
(Signed) THOMAS E. KEANE,
*Chairman.*

[Proposed ordinance printed in Committee Pamphlet No. 19]

### *Action Deferred*—ON PROPOSED ORDINANCE TO AUTHORIZE EXECUTION OF OPERATOR'S AGREEMENT FOR PARKING FACILITY NO. 59.

The Committee on Finance submitted the following report, which was, at the request of two aldermen present (Alderman Despres and Alderman Simon) *Deferred* and ordered published:

CHICAGO, December 29, 1969.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred a communication dated December 23, 1969 from the Office of the Mayor transmitting an ordinance authorizing a lease for the operation of Parking Facility No. 59 located at No. 7150 W. Medill Avenue for the year 1970, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by 29 members of the committee, with 4 dissenting vote.

Respectfully submitted,
(Signed) THOMAS E. KEANE,
*Chairman.*

[Proposed ordinance printed in Committee Pamphlet No. 19]

### *Action Deferred*—ON PROPOSED ORDINANCE TO AUTHORIZE EXECUTION OF OPERATOR'S AGREEMENT FOR PARKING FACILITY NO. 60.

The Committee on Finance submitted the following report, which was, at the request of two aldermen present (Alderman Despres and Alderman Simon) *Deferred* and ordered published:

CHICAGO, December 29, 1969.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred a communication dated December 23, 1969 from the Office of the Mayor transmitting an ordinance authorizing a lease for the operation of Parking Facility No. 60 located at No. 7165 W. Altgeld Street for the year 1970, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by 29 members of the committee, with 4 dissenting vote.

Respectfully submitted,
(Signed) THOMAS E. KEANE,
*Chairman.*

[Proposed ordinance printed in Committee Pamphlet No. 19]

### *Action Deferred*—ON PROPOSED ORDINANCE TO AUTHORIZE EXECUTION OF OPERATOR'S AGREEMENT FOR PARKING FACILITY NO. 61.

The Committee on Finance submitted the following report, which was, at the request of two aldermen present (Alderman Despres and Alderman Simon) *Deferred* and ordered published:

CHICAGO, December 29, 1969.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred a communication dated December 23, 1969 from the Office of the Mayor transmitting an ordinance authorizing a lease for the operation of Parking Facility No. 61 located at No. 1220 S. Kedzie Avenue for the year 1970, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by 29 members of the committee, with 4 dissenting vote.

Respectfully submitted,
(Signed) THOMAS E. KEANE,
*Chairman.*

[Proposed ordinance printed in Committee Pamphlet No. 19]

### *Action Deferred*—ON PROPOSED ORDINANCE TO AUTHORIZE EXECUTION OF OPERATOR'S AGREEMENT FOR PARKING FACILITY NO. 64.

The Committee on Finance submitted the following report, which was, at the request of two aldermen present (Alderman Despres and Alderman Simon) *Deferred* and ordered published:

CHICAGO, December 29, 1969.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred a communication dated December 23, 1969 from the Office of the Mayor transmitting an ordinance authorizing a lease for the operation of Parking Facility No. 64 located at No. 2816 N. Kimball Avenue for the year 1970, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by 29 members of the committee, with 4 dissenting vote.

Respectfully submitted,
(Signed) THOMAS E. KEANE,
*Chairman.*

[Proposed ordinance printed in Committee Pamphlet No. 19]

### *Action Deferred*—ON PROPOSED ORDINANCE TO AUTHORIZE EXECUTION OF OPERATOR'S AGREEMENT FOR PARKING FACILITY NO. 65.

The Committee on Finance submitted the following report, which was, at the request of two aldermen present (Alderman Despres and Alderman Simon) *Deferred* and ordered published:

CHICAGO, December 29, 1969.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred a communication dated December 23, 1969 from the Office of the Mayor transmitting an ordinance authorizing a lease for the operation of Parking Facility No. 65 located at No. 2630 N. Emmett Street for the year 1970, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by 29 members of the committee, with 4 dissenting vote.

Respectfully submitted,

(Signed) THOMAS E. KEANE,
*Chairman.*

[Proposed ordinance printed in
Committee Pamphlet No. 19]

### *Action Deferred*—ON PROPOSED ORDINANCE TO AUTHORIZE EXECUTION OF OPERATOR'S AGREEMENT FOR PARKING FACILITY NO. 66.

The Committee on Finance submitted the following report, which was, at the request of two aldermen present (Alderman Despres and Alderman Simon) *Deferred* and ordered published:

CHICAGO, December 29, 1969.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred a communication dated December 23, 1969 from the Office of the Mayor transmitting an ordinance authorizing a lease for the operation of Parking Facility No. 66 located at No. 2512 N. Willets Court for the year 1970, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by 29 members of the committee, with 4 dissenting vote.

Respectfully submitted,

(Signed) THOMAS E. KEANE,
*Chairman.*

[Proposed ordinance printed in
Committee Pamphlet No. 19]

### *Action Deferred*—ON PROPOSED ORDINANCE TO AUTHORIZE EXECUTION OF OPERATOR'S AGREEMENT FOR PARKING FACILITY NO. 67.

The Committee on Finance submitted the following report, which was, at the request of two aldermen present (Alderman Despres and Alderman Simon) *Deferred* and ordered published:

CHICAGO, December 29, 1969.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred a communication dated December 23, 1969 from the Office of the Mayor transmitting an ordinance authorizing a lease for the operation of Parking Facility No. 67 located at No. 2646 N. Kimball Avenue for the year 1970, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by 29 members of the committee, with 4 dissenting vote.

Respectfully submitted,

(Signed) THOMAS E. KEANE,
*Chairman.*

[Proposed ordinance printed in
Committee Pamphlet No. 19]

### *Action Deferred*—ON PROPOSED ORDINANCE TO AUTHORIZE EXECUTION OF OPERATOR'S AGREEMENT FOR PARKING FACILITY NO. 68.

The Committee on Finance submitted the following report, which was, at the request of two aldermen present (Alderman Despres and Alderman Simon) *Deferred* and ordered published:

CHICAGO, December 29, 1969.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred a communication dated December 23, 1969 from the Office of the Mayor transmitting an ordinance authorizing a lease for the operation of Parking Facility No. 68 located at No. 3620 W. Oakdale Avenue for the year 1970, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by 29 members of the committee, with 4 dissenting vote.

Respectfully submitted,

(Signed) THOMAS E. KEANE,
*Chairman.*

[Proposed ordinance printed in
Committee Pamphlet No. 19]

### *Action Deferred*—ON PROPOSED ORDINANCE TO AUTHORIZE EXECUTION OF OPERATOR'S AGREEMENT FOR PARKING FACILITY NO. 69.

The Committee on Finance submitted the following report, which was, at the request of two aldermen present (Alderman Despres and Alderman Simon) *Deferred* and ordered published:

CHICAGO, December 29, 1969.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred a communication dated December 23, 1969 from the Office of the Mayor transmitting an ordinance authorizing a lease for the operation of Parking Facility No. 69 located at No. 820 N. Marshfield Avenue for the year 1970, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by 29 members of the committee, with 4 dissenting vote.

Respectfully submitted,

(Signed) THOMAS E. KEANE,
*Chairman.*

[Proposed ordinance printed in
Committee Pamphlet No. 19]

### *Action Deferred*—ON PROPOSED ORDINANCE TO AUTHORIZE EXECUTION OF OPERATOR'S AGREEMENT FOR PARKING FACILITY NO. 71.

The Committee on Finance submitted the following report, which was, at the request of two aldermen present (Alderman Despres and Alderman Simon) *Deferred* and ordered published:

CHICAGO, December 29, 1969.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred a communication dated December 23, 1969 from the Office of the Mayor transmitting an ordinance authorizing a lease for the operation of Parking Facility No. 71 located at No. 2006 E. 72nd Street for the year 1970, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by 29 members of the committee, with 4 dissenting vote.

Respectfully submitted,

(Signed) THOMAS E. KEANE,
*Chairman.*

[Proposed ordinance printed in Committee Pamphlet No. 19]

### *Action Deferred*—ON PROPOSED ORDINANCE TO AUTHORIZE EXECUTION OF OPERATOR'S AGREEMENT FOR PARKING FACILITY NO. 72.

The Committee on Finance submitted the following report, which was, at the request of two aldermen present (Alderman Despres and Alderman Simon) *Deferred* and ordered published:

CHICAGO, December 29, 1969.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred a communication dated December 23, 1969 from the Office of the Mayor transmitting an ordinance authorizing a lease for the operation of Parking Facility No. 72 located at No. 1533 E. 67th Street for the year 1970, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by 29 members of the committee, with 4 dissenting vote.

Respectfully submitted,

(Signed) THOMAS E. KEANE,
*Chairman.*

[Proposed ordinance printed in Committee Pamphlet No. 19]

### *Action Deferred*—ON PROPOSED ORDINANCE TO AUTHORIZE EXECUTION OF OPERATOR'S AGREEMENT FOR PARKING FACILITY NO. 84.

The Committee on Finance submitted the following report, which was, at the request of two aldermen present (Alderman Despres and Alderman Simon) *Deferred* and ordered published:

CHICAGO, December 29, 1969.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred a communication dated December 23, 1969 from the Office of the Mayor transmitting an ordinance authorizing a lease for the operation of Parking Facility No. 84 located at No. 5600 W. Lake Street for the year 1970, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by 29 members of the committee, with 4 dissenting vote.

Respectfully submitted,

(Signed) THOMAS E. KEANE,
*Chairman.*

[Proposed ordinance printed in Committee Pamphlet No. 19]

### *Action Deferred*—ON PROPOSED ORDINANCE FOR SUPPLEMENTAL BUDGET FOR MAINTENANCE AND OPERATION OF CHICAGO CIVIC CENTER FOR YEAR 1969.

The Committee on Finance submitted the following report, which was, at the request of two aldermen present (Alderman Despres and Alderman Simon) *Deferred* and ordered published:

CHICAGO, December 30, 1969.

*To the President and Members of the City Council:*

Your Committee on Finance, which has given consideration to a proposed ordinance authorizing a Supplemental Budget in the amount of $45,899.38, submitted by the Public Building Commission of Chicago for increased costs anticipated in maintaining and operating the Chicago Civic Center during 1969 having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by 36 members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS E. KEANE,
*Chairman.*

The following is the proposed ordinance transmitted with the foregoing committee report:

*Whereas,* The Public Building Commission of Chicago has prepared and adopted a proposed supplemental budget in the amount of $147,539.00 (of which the City of Chicago's share is $45,899.38) to properly maintain and operate the Civic Center for the fiscal year January 1, 1969, to December 31, 1969, and a certified copy of Resolution No. 284 of the Public Building Commission of Chicago adopting said supplement budget has been filed with the City of Chicago; and

*Whereas,* Unless the City of Chicago elects to make provision for the payment of its proportionate share of such supplemental budget as additional rental under the terms of that certain Lease dated July 1, 1963, by and between the City of Chicago, The County of Cook and the Public Building Commission of Chicago, for space in the Civic Center, the Commission shall reduce the extent and frequency of its services in order to effect a balanced budget between anticipated income available for maintenance and operation and budgeted expenses for such year; and

*Whereas,* The City of Chicago has adequate funds in the Civic Center Building Rental Fund No. 641 to make payment of the City's proportionate share, namely, $45,899.38, of said supplemental budget adopted by the Public Building Commission of Chicago for the maintenance and operation of the Civic Center; and

*Whereas,* The said City of Chicago's share of said supplemental budget constitutes additional rentals due and payable by the City of Chicago under that certain Lease entered into by and between the Public Building Commission of Chicago, the City of Chicago and The County of Cook, dated July 1, 1963; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

*Section 1.* That the City of Chicago does hereby acknowledge that a supplemental budget is necessary for the proper operation and maintenance of the Chicago Civic Center and does hereby approve the same.

*Section 2.* That the City of Chicago make payment of the sum of $45,899.38 as additional rental, being its share of said supplemental budget, to the Public Building Commission of Chicago on or before January 1, 1969, out of the taxes levied and collected under that certain ordinance passed by the City Council of the City of Chicago on the 11th day of July, 1963, entitled "An Ordinance Providing for the Levy and Collection of a Direct Annual Tax to pay the annual rentals under a Lease entered into by and between the City of Chicago, Cook County, Illinois, and the Public Building Commission of Chicago, Cook County, Illinois".

*Section 3.* That this ordinance shall be in full force and effect immediately upon its passage and publication as required by law.

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### *Action Deferred*—ON PROPOSED ORDINANCE FOR APPROVAL OF SUPPLEMENTAL BUDGET FOR OPERATION AND MAINTENANCE OF CHICAGO CIVIC CENTER.

The Committee on Finance submitted the following report, which was, at the request of two aldermen present (Alderman Despres and Alderman Simon) *Deferred* and ordered published:

CHICAGO, December 30, 1969.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred a communication dated October 29, 1969 from the Office of the Mayor transmitting an ordinance authorizing approval for Supplemental Budget for operation and maintenance of Chicago's Civic Center having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by 36 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) THOMAS E. KEANE,
*Chairman.*

The following is the proposed ordinance transmitted with the foregoing committee report:

*Whereas,* The Public Building Commission of Chicago has prepared and adopted a proposed supplemental budget in the amount of $333,867 (of which the City of Chicago's share is $116,534) to properly maintain and operate the Civic Center for the fiscal year January 1, 1970, to December 31, 1970, and a certified copy of Resolution No. 384 of the Public Building Commission of Chicago adopting said supplemental budget has been filed with the City of Chicago; and

*Whereas,* Unless the City of Chicago elects to make provision for the payment of its share of such supplemental budget as additional rental under the terms of that certain Lease dated July 1, 1963, by and between the City of Chicago, The County of Cook, and the Public Building Commission of Chicago, for space in the Civic Center, the Commission shall reduce the extent and frequency of its services in order to effect a balanced budget between anticipated income available for maintenance and operation and budgeted expenses for such year; and

*Whereas,* The City of Chicago has adequate funds in the Civic Center Building Rental Fund No. 641 to make payment of the City's share, namely, $116,534, of said supplemental budget adopted by the Public Building Commission of Chicago for the maintenance and operation of the Civic Center; and

*Whereas,* The said City of Chicago's share of said supplemental budget constitutes additional rentals due and payable by the City of Chicago under that certain Lease entered into by and between the Public Building Commission of Chicago, the City of Chicago and the County of Cook, dated July 1, 1963; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

*Section 1.* That the City of Chicago does hereby acknowledge that a supplemental budget is necessary for the proper operation and maintenance of the Chicago Civic Center and does hereby approve the same.

*Section 2.* That the City of Chicago make payment of the sum of $116,534 as additional rental, being its share of said supplemental budget, to the Public Building Commission of Chicago on or before January 1, 1970, out of the taxes levied and collected under that certain ordinance passed by the City Council of the City of Chicago on the 11th day of July, 1963, entitled "An Ordinance Providing for the Levy and Collection of a Direct Annual Tax to pay the annual rentals under a Lease entered into by and between the City of Chicago, Cook County, Illinois, and the Public Building Commission of Chicago, Cook County, Illinois".

*Section 3.* That this ordinance shall be in full force and effect immediately upon its passage and publication as required by law.

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### *Action Deferred*—ON PROPOSED ORDINANCE FOR EXECUTION OF STEAM AGREEMENT BY AND BETWEEN CITY OF CHICAGO, COUNTY OF COOK AND PUBLIC BUILDING COMMISSION.

The Committee on Finance submitted the following report, which was, at the request of two aldermen present (Alderman Despres and Alderman Simon) *Deferred* and ordered published:

CHICAGO, December 30, 1969

*To the President and Members of the City Council:*

Your Committee on Finance to which was referred a communication dated October 8, 1969 from the Office of the Mayor transmitting an ordinance authorizing the execution of a Steam Agreement by and between the City of Chicago, the County of Cook and the Public Building Commission of Chicago having had the same under advisement begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by 36 members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) **THOMAS E. KEANE,**
*Chairman.*

The following is the proposed ordinance transmitted with the foregoing committee report:

*Whereas,* The alteration and renovation of the City Hall Building and certain renovation work being done in the County Building, including the air conditioning thereof through means of a steam-powered absorption system, would require the renovation of the existing City Hall boiler plant and extensive stack repairs in order to meet the new steam requirements of both the City Hall and the County Building; and

*Whereas,* The Public Building Commission of Chicago has caused an additional boiler to be installed at the Chicago Civic Center and has constructed steam lines from the Chicago Civic Center to the County Building and into and through the County Building and into the City Hall, in order to supply all of the steam requirements of both the City and the County, and in order to provide the Chicago Civic Center with additional standby capacity, and to effect economies in the operation of its boiler plant which will accrue to the benefit of the City and County as lessees of the Chicago Civic Center; and

*Whereas,* It is the opinion of the Public Building Commission of Chicago, the City of Chicago and the County of Cook that it will be the most economical for all parties that the City and County be furnished all of their steam requirements by the Public Building Commission of Chicago from the Chicago Civic Center boiler plant; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

*Section 1.* That for the purposes above designated in the preamble of this ordinance, the Mayor is authorized to execute in behalf of the City and the City Clerk is authorized to attest, when approved by the Corporation Counsel, an Agreement by and between the City of Chicago, the County of Cook and the Public Building Commission entitled "Steam Agreement" substantially in the following form:

This Agreement, made and entered into this ........................ day of ........................, 19...., by and between the Public Building Commission of Chicago, a municipal corporation of the State of Illinois (hereinafter referred to as the "Commission"), the City of Chicago, a municipal corporation of the State of Illinois (hereinafter referred to as the "City"), and the County of Cook, a body politic and corporate of the State of Illinois (hereinafter referred to as the "County").

WITNESSETH:

Whereas, the City has been supplying the County, from the existing City Hall boiler plant, with all of the County's steam requirements for the heating of the County Building; and

Whereas, the County is now engaged in a renovation of the County Building, including the addition thereto of a steam-powered, absorption-type air conditioning system, which said system will greatly increase its steam requirements; and

Whereas, the Commission has heretofore acquired the fee simple title to the City Hall premises and is in the process of altering, repairing, improving and renovating said City Hall and has leased the entire City Hall premises to the City; and

Whereas, the City, as sole lessee of said City Hall, is responsible for providing and paying for the maintenance and operation of said City Hall including, by way of illustration and not in limitation thereof, the heating and air conditioning of said City Hall; and

Whereas, the proposed new air conditioning system for the City Hall will be of electric-powered, compressor-type, not requiring steam heat; and

Whereas, in order to meet all of the new steam requirements of both the City and the County, the existing City Hall boiler plant would have to be renovated and enlarged; and

Whereas, it is the opinion of the Commission, the City and the County that it would not be economical to renovate or enlarge the existing City Hall boiler plant; and

Whereas, the City will still require steam for its heating needs for the City Hall and the County for both its heating and proposed air conditioning needs for the County Building; and

Whereas, the City and the County are now the principal lessees of all of the space in the Chicago Civic Center, which lies in the City block immediately east of the block on which the City Hall and the County Building are situated; and

Whereas, it is deemed to be in the best interests of the City, the County and the Commission that the said steam requirements of both the City and the County be supplied by the Commission from its nearby boiler plant in the Chicago Civic Center; and

Whereas, the Commission, in conjunction with the current alteration, repair, improvement and renovation of the City Hall by the Commission and in anticipation of entering into contracts for the sale of steam to the City and the County, has solicited bids and let a contract for the installation of an additional boiler at the Chicago Civic Center and for the construction of steam lines from the Chicago Civic Center to the County Building and into and through the County Building and into the City Hall, in order to supply the said steam requirements to the City and the County and in order to provide the Chicago Civic Center with additional standby capacity and effect economies in the operation of its boiler plant; and

Whereas, the Commission has committed funds currently available in its Chicago Civic Center Construction Account to the payment for the construction of said new boiler and said new steam lines, which funds in the absence of said construction would ultimately flow through the Surplus Account to the credit of the City and the County under the provisions that certain "Resolution No. 86, Authorizing and Providing for the Issue of $87,000,000 Public Building Revenue Bonds, Series of 1963"; and

Whereas, the County has, contemporaneously with the execution of this Agreement, granted to the Commission an easement for the construction of said steam lines into and through the County Building and for the maintenance and servicing thereof; and

Whereas, the said steam requirements can thus be supplied by the Commission to the City, as lessee of the City Hall, and to the County for the County Building at a rate, per thousand pounds of steam, equal to twice the actual cost to the Commission, per thousand pounds of steam, of all fuel, including fuel oil and natural gas, used to manufacture all steam produced by the Commission at the Chicago Civic Center; and

Whereas, the calendar year is the fiscal year for the Commission; and

Whereas, the Commission's annual budget, as limited by Article 16 of said "Resolution No. 86, Authorizing and Providing for the Issue of $87,000,000 Public Building Revenue Bonds, Series of 1963," will not provide sufficient funds to cover all of the costs incident to the maintenance and operation of the additional boiler of the Commission and of the steam requirements of the City and the County; thereby requiring that the Commission adopt a supplemental budget covering, among such other items as may be included therein, all or part of the costs incident to the maintenance and operation of said additional boiler and said steam requirements; and

Whereas, the City and the County, on receipt of such a supplemental budget adopted by the Commission, do intend, by proper action of their respective governing bodies to elect to appropriate in their respective annual budgets amounts sufficient to pay for the steam furnished to each of them;

Now, Therefore, in consideration of the mutual covenants and agreements hereinafter stated, It Is Agreed by and between the parties hereto as follows:

1. The Commission shall furnish and deliver to the City, and the City shall receive and accept from the Commission, all of the steam necessary for the heating (but not the air conditioning) of the City Hall during the term of this Agreement.

2. The Commission shall furnish and deliver to the County, and the County shall receive and accept from the Commission, all of the steam necessary for the heating and the air conditioning of the County Building during the term of this Agreement.

3. The term of this Agreement shall begin on ..........................., 1969, shall continue definitely through December 31, 1983, and shall continue thereafter indefinitely on a calendar-year-to-calendar-year basis until written notice of termination is given by one party to the others at least thirty (30) days, but not more than one hundred eighty (180) days, prior to December 1st of any year after 1982, whereupon this Agreement shall terminate on November 30th of the year following the year in which said written notice of termination is given, provided, however, that notice of termination by the City, only, or by the County, only, shall not discharge or otherwise impair any of the rights and duties, under this Agreement, between the Commission and the other party not giving such notice.

4. The City and the County shall each pay the Commission for all steam furnished and delivered to it during the period from ..................., 1969, through December 31, 1969, both inclusive at a rate, per thousand pounds of steam, equal to twice the actual cost to the Commission, per thousand pounds of steam, of all fuel, including fuel oil and natural gas, used to manufacture all steam produced by the Commission at the Chicago Civic Center during said period. Thereafter, the City and the County shall each pay the Commission for all steam furnished and delivered to it during each calendar year at a rate, per thousand pounds of steam, equal to twice the actual cost to the Commission, per thousand pounds of steam, of all fuel, including fuel oil and natural gas, used to manufacture all steam produced by the Commission at the Chicago Civic Center during said calendar year.

5. (a) The total quantity of steam furnished and delivered by the Commission to the City and to the County shall be measured by a steam flow meter in the main steam supply line from the Chicago Civic Center steam generating plant to the City Hall and to the County Building. Said quantity of steam shall be allocated to the City and County on the basis of meter readings from separate steam condensate meters installed in the steam condensate return lines from the City and from the County, said steam condensate meter readings to be adjusted by the managing agent for the Chicago Civic Center for: (1) waste or loss of steam or steam condensate by act or negligence of the City or of the County or due to casualty occurring at a location in the County Building or City Hall beyond the point of the location of the County's and City's respective initial steam cut-off valves in their respective steam supply lines coming off of the main steam supply line; (2) consumption of steam or steam condensate by the City and the County by steam-using devices or systems which may, at any time, be installed or operated by the City or County in their respective premises; and (3) for any period of time any steam condensate meter may have been inoperable for any reason whatsoever. In the event the steam flow meter in the main steam supply line becomes inoperative by reason of any matter whatsoever, the quantity of steam to be allocated to the City and County shall be estimated by the managing agent for the Chicago Civic Center, but such quantity shall not, in any event, be in excess of the total quantity of steam measured by said steam flow meter for the corresponding period in the preceding year.

(b) The City and the County shall severally furnish in writing to the managing agent for the Chicago Civic Center a list of all steam-using devices or systems, presently or hereafter installed by them, jointly or severally, which receive and accept quantities of steam from the Commission, but which do not return all of the steam condensate therefrom to the Commission through the steam condensate meters contemplated by this Agreement. Each said list shall contain sufficient information and data from which said managing agent can estimate the quantities of steam furnished and delivered to the City and to the County, severally, for which no steam condensate is returned to the Commission as aforesaid.

(c) In making any of the estimates authorized or required by this paragraph 5, the managing agent for the Chicago Civic Center may give consideration to outside temperatures and other weather conditions, prior and subsequent readings of operative steam flow meters and steam condensate return meters, standards engineering computations, or any one or more of the aforesaid. Any determination or estimate of said managing agent authorized or required by this paragraph 5 shall, when determined or made, be binding and conclusive on all of the parties to this Agreement.

(d) Steam flow meter and steam condensate meter readings shall be taken, recorded and preserved by the managing agent for the Chicago Civic Center on the first day of each calendar month and at such other times as will be necessary or convenient to carry out the intent and purposes of this Agreement. It shall be permissible to take and record said readings by means of pen recorders.

6. Prior to each calendar year, said calendar year also being the fiscal year of the Commission, the Commission will prepare and adopt a proposed supplemental budget covering maintenance and operating expenses for the Chicago Civic Center for said calendar year and will include in said proposed supplemental budget, as separate line items under the class of expenditures entitled "Heating and Air Conditioning", the several respective estimated sums of money which, under this Agreement, the City and the County will be severally and respectively required to pay the Commission for steam to be furnished and delivered to them, severally and respectively, under this Agreement, during said calendar year. These said several and respective estimated sums of money set forth in said proposed supplemental budget shall be paid by the City and by the County, severally and respectively, to the Commission, in full and in advance, on or before January 1st of said calendar year. For the period from ......................., 1969 through December 31, 1969, both inclusive, said estimated sums of money shall be $....................... in total for the City and $....................... in total for the County, and for the calendar year 1970 said estimated sums of money shall be $48,500.00 in total for the City and $70,800.00 in total for the County; all of these said estimated sums of money shall be included in the said proposed supplemental budget for the calendar year 1970, and shall be paid by the City and the County, severally and respectively, to the Commission, in full and in advance, on or before January 1, 1970. For the calendar year 1971, said estimated sums of money shall also be $48,500.00 in total for the City and $70,800.00 in total for the County; and these said estimated sums of money shall be included in the said proposed supplemental budget for the calendar year 1971, and shall be paid by the City and the County, severally and respectively, to the Commission, in full and in advance, on or before January 1, 1971. For each calendar year after 1971, said estimated sums of money, to be included in the said proposed supplemental budget, shall be the respective products of the estimated total quantities of steam to be received and accepted by the City and the County, severally and respectively, during said year, set forth in the estimate required under paragraph 7 of this Agreement, in units of thousands of pounds of steam, multiplied by the best estimate of the managing agent of the Chicago Civic Center of what the rate, per thousand pounds of steam, under paragraph 4 of this Agreement, will be for said year.

7. The managing agent for the Chicago Civic Center shall, prior to March 1 of each year, present to the City, the County and the Commission a statement showing the following data for the preceding calendar year, except that for the calendar year 1969, the data shall cover only the part thereof after ......................., 1969: the total quantity of steam manufactured by the Commission during said period at the Chicago Civic Center; the total actual cost to the Commission of all fuel, including fuel oil and natural gas, used to manufacture the aforesaid total quantity of steam; the total quantity of steam furnished and delivered by the Commission to the City during said period, determined according to paragraph 5 of this Agreement; the total quantity of steam furnished and delivered by the Commission to the County during said period, determined according to paragraph 5 of this Agreement; and the quotient, expressed in units of dollars and cents and mills per thousand pounds of steam, of the aforesaid total actual cost to the Commission of all fuel divided by the aforesaid total quantity of steam manufactured by the Commission. The managing agent for the Chicago Civic Center shall also present to the City, the County, and the Commission, prior to the time for the adoption of the said proposed supplemental budget, an estimate of the total quantities of steam to be furnished and delivered by the Commission to, and to be received and accepted from the Commission by, the City and the County, severally and respectively, during the next calendar year, except that the first estimate so presented shall, in addition, show the total quantities of steam to be furnished and delivered and received and accepted, as aforesaid, during the period after ......................., 1969, and up to the aforesaid next calendar year. The Commission shall, during the regular business hours of and at the office of its managing agent for the Chicago Civic Center, make or cause to be made available for the several inspections of the City and the County the records and computations from which all costs, statements, data and estimates, referred to in this Agreement, are determined.

8. After the statement, referred to in paragraph 7 of this Agreement, has been presented, the managing agent for the Chicago Civic Center shall compute the actual total sums which the City and the County are severally and respectively required, under paragraph 4 of this Agreement, to pay the Commission for all steam furnished and delivered to them, severally and respectively, during the period covered by said statement. In the event that the said actual total sum of any party receiving and accepting steam under this Agreement is more or less than the estimated sums of money paid by that party for the same period, the excess or deficiency thereof, shall be included as a credit to or a charge against that party in the next proposed supplemental budget adopted after the period covered by said statement; and any said charge against that said party by reason of such deficiency shall be paid by that said party to the Commission in full on or before January 1st of the year covered by the said proposed supplemental budget containing said charge.

9. Each and every estimated sum of money, referred to in paragraph 6 of this Agreement, and each and every charge against a party receiving and accepting steam under this Agreement, referred to in paragraph 8 of this Agreement, shall be payable by that said party to the Commission regardless of whether it does or does not elect to appropriate funds in its annual budget sufficient to pay its proportionate share of any other items of expense contained in said proposed supplemental budget prepared and adopted by the Commission. The right of the Commission, under the certain lease heretofore mentioned, to reduce the extent of its services under said lease shall not apply to the furnishing and delivery of steam under this Agreement to the City for the City Hall or to the County for the County Building; however, nothing in said lease shall in any way limit or qualify the right of the Commission, under this Agreement, to diminish or stop furnishing and delivering steam to the City or to the County, or to both of them, for default in payment for steam furnished and delivered under this Agreement.

10. For purposes of this Agreement, one thousand pounds of steam is defined as one thousand pounds of water converted into steam.

11. The steam supply lines from the Chicago Civic Center to the City Hall and to the County Building, respectively, and the steam condensate return lines from the City Hall and from the County Building to the Chicago Civic Center, together with all steam flow meters, steam condensate meters, valves, equipment, apparatus, machinery, structural supports, and other appurtenances, up to the respective points in space where they are no longer within either the Chicago Civic Center premises or any easement inuring to the benefit of the Commission, and, in addition with respect to the steam supply lines, to the points just beyond the location of the City's and County's respective initial steam cut-off valves in their respective steam supply lines coming off the main steam supply line, shall be and remain the property of the Commission; and said respective points shall be deemed the terminal points of said lines for purposes of this Agreement. The Commission will maintain, repair and inspect all of its said property, within the Commission's side of said terminal points. All steam supply lines, steam condensate return lines, steam flow meters, steam condensate meters, valves, equipment, apparatus, machinery, structural supports and other appurtenances, not within the Commission's side of said terminal points, shall be maintained, repaired and inspected by the party in whose premises they are located; provided, however, that the Commission shall also retain sole ownership, possession, control, maintenance, right to repair, and right to inspect any and all steam condensate meters furnished, installed or acquired by the Commission. Neither the City nor the County, nor any of their respective officers, agents or employees, shall interfere or tamper with or damage, nor attempt to adjust, maintain, exchange, disconnect, install or remove, any of the aforesaid property of the Commission without the prior written consent of the Commission. The City and the County shall each allow the Commission, its Commissioners, officers, agents and employees, all reasonable access to the City Hall and to the County Building, respectively, necessary for the maintenance, repair or inspection of the Commission's said property. The furnishing and delivery by the Commission to the City and to the County, severally, of steam in the steam supply lines to the City Hall and to the County Building, severally and respectively, at their respective said terminal points at a pressure of 120 pounds per square inch gauge shall constitute performance by the Commission of its duties to the City and the County, severally and respectively, under paragraphs 1 and 2 of this Agreement.

12. Nothing in this Agreement shall render the Commission liable to the other parties hereto, or either of them, for the structural, mechanical, thermal or electrical sufficiency or efficiency of any heating or air conditioning system, nor any part thereof, nor any other steam-using device or system, not wholly within either the Chicago Civic Center premises or any easement inuring to the benefit of the Commission; and the aforesaid particularly applies to but is not limited to damages or injury sustained as a result of the bursting of or damage to any part of any said heating or air conditioning system in the City Hall or in the County Building beyond and outside of the Commission's side of the terminal points referred to in this Agreement.

13. Neither the City nor the County shall install or maintain in its heating system, nor shall the County install or maintain in its air conditioning system, any automatic valve, device or apparatus, whereby the supply of steam to be furnished and delivered by the Commission may be cut off or diminished. Neither the City nor the County shall divert or waste any steam furnished and delivered under this Agreement, nor any steam condensate resulting from said steam. Neither the City nor the County shall introduce any cold water into any of the steam condensate return lines without the prior written consent of the Commission.

14. Should any party receiving and accepting steam under this Agreement become more than (6) months in default of payment, as said payment is provided for in this Agreement, the Commission may diminish or stop, as it sees fit, furnishing and delivering steam to that said party under this Agreement until that said party cures said default.

15. The Commission shall not be liable to the City and the County, either jointly or severally, for or on account of any diminution or stoppage of the furnishing and delivery of steam hereunder due to any acts or omissions on their parts, jointly or severally, or on the part of any one of them, including but not limited to default in payment under this Agreement, nor due to any fire, strike, casualty, equipment breakdown, accident or other cause beyond the control of the Commission, nor due to any acts of the Commission in conjunction with the current alteration, repair, renovation and improvement of the City Hall under other agreements. Any such diminution or stoppage shall not constitute a breach of this Agreement.

16. Neither the City nor the County shall turn its entire heating system, nor a majority (as measured by steam consumption) thereof, nor shall the County turn its entire air conditioning system, nor a majority (as measured by steam consumption) thereof, either on or off without giving the Commission notice thereof of one hour or more. Said notice may be given in person, by telephone or in writing to the Commission's managing agent for the Chicago Civic Center or to the operating engineer in charge of the Commission's heating plant in the Chicago Civic Center.

17. Any notice or any demand required or permitted by this Agreement shall be served in the following manner:

(a) By delivering a duly executed copy thereof to the Chairman or Secretary of the Commission, if the Commission is being served; or to the City Clerk, if the City is being served, or to the County Clerk, if the County is being served; or

(b) By depositing a duly executed copy thereof in the United States mails, by registered or certified mail, duly addressed to the Commission, City or County, as the case may be.

Service by such mailing shall be deemed sufficient if addressed to the Commission, City, or County, as the case may be, at such address as the Commission, City, or County, may have last furnished the other parties in writing and until a different address shall be so furnished, by mailing the same as aforesaid, addressed, as the case may be, as follows:

(Personal name), Secretary
Public Building Commission of Chicago
Room 705, Chicago Civic Center
Chicago, Illinois 60602

(Personal name)
City Clerk of Chicago
Room 107, City Hall
Chicago, Illinois 60602

(Personal name)
County Clerk of Cook County
Room 233, 118 North Clark Street
Chicago, Illinois 60602

18. Whenever consent, approval, permission or any other act of the Commission, its managing agent, the City or the County may be required according to the provisions of this Agreement, the parties agree that such consent, approval, permission or other act shall not be unreasonably withheld or delayed by the party or parties of whom the same is requested.

19. This Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the Commission, the City and the County.

20. This Agreement contains the entire agreement of the parties; and no representations, inducements, or other covenants between the parties not included herein shall be of any force or effect.

In Witness Whereof, the parties hereto have caused this Agreement to be executed, attested, and sealed by their respective duly authorized officers on the date and year first above written. This Agreement has been executed, attested and sealed in several counterparts, each of which shall be deemed an original.

[Signature form omitted]

State of Illinois }
} ss.
County of Cook }

I, ............................................................, a Notary Public, in and for the County and State aforesaid, Do Hereby Certify, that Richard J. Daley, personally known to me to be the Chairman of the Board of Commissioners of the Public Building Commission of Chicago, a municipal corporation of the State of Illinois, and Lewis W. Hill, personally known to me to be the Secretary of said Public Building Commission of Chicago, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Chairman and Secretary, they signed and delivered the said instrument as Chairman and Secretary, respectively, of said Public Building Commission of Chicago, and caused the corporate seal of said Public Building Commission of Chicago to be affixed thereto, pursuant to authority, given by the Board of Commissioners of said Public Building Commission of Chicago, as their free and voluntary act, and as the free and voluntary act and deed of said Public Building Commission of Chicago, for the uses and purposes therein set forth.

Given under my hand and official seal this ........... ........... day of ......................., 19.....

.............................................
Notary Public

State of Illinois }
} ss.
County of Cook }

I, ............................................................, a Notary Public, in and for the County and State aforesaid, Do Hereby Certify, that Richard J. Daley, personally known to me to be Mayor of the City of Chicago, a municipal corporation of the State of Illinois, and John C. Marcin, personally known to me to be the City Clerk of said City of Chicago, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and City Clerk they signed and delivered the said instrument as Mayor and City Clerk, respectively, of said City of Chicago, and caused the seal of the City of Chicago to be affixed thereto, pursuant to authority, given by the City Council of the City of Chicago, as their free and voluntary act, and as the free and voluntary act and deed of said City of Chicago, for the uses and purposes therein set forth.

Given under my hand and official seal, this ........... ........... day of ......................., 19.....

.............................................
Notary Public

State of Illinois }
} ss.
County of Cook }

I, ............................................................, a Notary Public, in and for the County and State aforesaid, Do Hereby Certify, that George W. Dunne, personally known to me to be the President of the Board of Commissioners of Cook County, and Edward J. Barrett, personally known to me to be the County Clerk of The County of Cook, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and County Clerk, they signed and delivered the said instrument as President of the Board of Commissioners of Cook County and County Clerk of The County of Cook, respectively, and caused the seal of said The County of Cook to be affixed thereto, pursuant to authority, given by the Board of Commissioners of Cook County, as their free and voluntary act, and as the free and voluntary act and deed of said The County of Cook, a body politic and corporate in the State of Illinois, for the uses and purposes therein set forth.

Given under my hand and official seal, this ........... ........... day of ......................., 19.....

.............................................
Notary Public

Steam Agreement
Schedule for Blanks

The blanks to be filled in for the Steam Agreement (draft dated 9/10/69), other than the signature and acknowledgement pages are as follows:

Date of Steam Agreement: Page 1

Date of the beginning of the furnishing of steam: pages 4, 5, 8, 9 and 10

Money amounts for the City and County for the remainder of 1969: page 8

Inasmuch as the money amounts for the furnishing of steam to the City and to the County for the remainder of the year 1969 depend upon when the Commission begins to furnish steam to them, these money amounts to be inserted in page 8 of the Steam Agreement will be as follows for the following dates:

| *Date* | *City* | *County* |
|---|---|---|
| September 1, 1969 | $8,800.00 | $10,700.00 |
| October 1, 1969 | $8,600.00 | $ 9,000.00 |
| November 1, 1969 | $7,300.00 | $ 7,300.00 |
| December 1, 1969 | $4,400.00 | $ 4,400.00 |

*Section 2.* That the Mayor, City Clerk and all other officers of the City of Chicago be and they are hereby authorized and directed to do such other things and to execute such additional certificates and instruments deemed by them to be necessary or appropriate to consummate said Steam Agreement.

*Section 3.* This ordinance shall be in full force and effect immediately upon its passage and publication as provided by law.

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### *Action Deferred*—ON PROPOSED ORDINANCE COVERING ELECTION OF 50% OF PERSONS TO SERVE ON MODEL AREA COUNCIL OF CHICAGO MODEL CITIES PROGRAM.

The Committee on Finance submitted the following report, which was, at the request of two aldermen present (Alderman Despres and Alderman Singer) *Deferred* and ordered published:

CHICAGO, December 30, 1969.

*To the President and Members of the City Council:*

Your Committee on Finance to which was referred a communication dated December 2, 1969 from the Office of the Mayor transmitting an ordinance covering the Election of 50% of the persons to serve on the Model Area Council of the Chicago Model Cities Program having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by 36 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) THOMAS E. KEANE,
*Chairman.*

The following is the proposed ordinance transmitted with the foregoing committee report:

*Whereas,* The City Council of the City of Chicago by ordinances adopted April 25, 1969, authorized the Mayor to submit to the Secretary of Housing and Urban Development Chicago's Comprehensive Cities Demonstration Program (hereinafter referred to as the "Program"); and

*Whereas,* Said Program was subsequently approved by the Department of Housing and Urban Development, and by action taken July 15, 1969, this Council authorized the Mayor to execute a Grant Agreement in the amount of $38,159,000. which had been submitted to the City of Chicago by the said Department for the purposes of carrying out the first year Action Program; and

*Whereas,* The terms of the said Program assure effective neighborhood representation on each of the four Model Area Councils by requiring that an election be held for the purpose of electing 50% of the members to each of the four Councils; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

*Section 1.* A special Model Area Council election in and for the four Model City Areas, North, West, Near South and Mid South as described in Chicago's Comprehensive Demonstration Cities Program, within the City of Chicago be and the same is hereby called to elect twenty members to each of the four Model Area Councils; said special election to be held on Tuesday, April 14, 1970 and every two years thereafter on the second Tuesday in April; said election for membership to the four Model Area Councils shall be limited to residents of the areas described in the Program and designated therein as the four Model City Target Areas.

*Section 2.* Said special Model Area Council election shall be governed by the terms of the Model Cities Election Code attached hereto as Exhibit No. 1 and made a part hereof and shall be conducted by the Board of Election Commissioners of the City of Chicago. The laws of the State of Illinois governing elections (Illinois Election Code, Chapter 46, Ill. Rev. Stat. 1967, as amended) shall be applicable as to all procedures and in all instances where the said Model Cities Election Code is silent on the subject.

*Section 3.* The City Clerk is hereby directed promptly to certify the passage of this ordinance and to deliver a copy thereof to the Board of Election Commissioners of the City of Chicago and said Board of Election Commissioners hereby is authorized, directed and requested to take all necessary and appropriate steps for holding and conducting said Model Area Council elections in the four described Model City Target Areas.

*Section 4.* This ordinance shall take effect immediately.

### MODEL CITIES ELECTION CODE

1. *Introduction*

Four communities in the City of Chicago are designated Model Cities Neighborhoods and are respectively to be known as North Model Cities Area, West Model Cities Area, Near South Model Cities Area and Mid-South Model Cities Area. The geographical boundaries of the Model Cities Neighborhoods are as follows:

A. North (bounded by Bryn Mawr, Lake Michigan, Diversey, Halsted, Wrightwood, Lakewood, Clybourn, Northwestern Railroad).

B. West (bounded by North, Belt Line Railroad, Northwestern Railroad, Western, Cermak, Belt Line Railroad, Roosevelt, Austin).

C. Near South (bounded by Cermak, Lake Michigan, 47th Street, Cottage Grove, Hyde Park Blvd., Pennsylvania Railroad).

D. Mid-South (bounded by 60th Street, Stony Island, 67th Street, Lake Michigan, 79th Street, South Chicago, South Park—excludes South Shore Country Club and Rainbow Beach and Park).

Each of the four Model Cities Neighborhoods are divided into a target area and a study area. The study area in each Model Cities Neighborhood is comprised of the entire area exclusive of the target area.

The geographical boundaries of Model Cities Target Areas are as follows:

#### BOUNDARIES OF THE NORTH MODEL CITIES TARGET AREA

North: South of the center line of Foster Avenue, east of Clark Street to Ashland Avenue; south of the center line of Lawrence Avenue, east of Ashland Avenue to Clarendon Avenue.

South: North of the center line of Montrose Avenue, east of Clark Street to Kenmore Avenue; north of the center line of Irving Park Road, east of Kenmore Avenue to Clarendon Avenue.

East: West of the center line of Clarendon Avenue, north of Irving Park Road to Lawrence Avenue, east of the center line of Ashland Avenue, north of Lawrence Avenue to Foster Avenue.

West: East of the center line of Kenmore Avenue, north of Irving Park Road to Montrose Avenue; east of the center line of north Clark Street, north of Montrose Avenue to Foster Avenue.

(Exhibit "A" omitted).

### BOUNDARIES OF THE WEST MODEL CITIES TARGET AREA

North: South of the south curb of the Eisenhower Expressway, east of Independence Boulevard to the Pennsylvania Railroad right-of-way (approximately 2600 West).

South: North of the center line of Cullerton Street, west of Hamlin Avenue to the Pennsylvania Railroad right-of-way.

East: The west boundary of the Pennsylvania Railroad right-of-way, north of Cullerton Street to the south curb of the Eisenhower Expressway.

West: East of the center line of Hamlin Avenue, north of Cullerton Street to the intersection of Hamlin Avenue and 14th Street; east of the center line of Independence Boulevard, north of 14th Strfeet to the south curb of the Eisenhower Expressway.

(Exhibit "B" omitted).

### BOUNDARIES OF THE NEAR SOUTH MODEL CITIES TARGET AREA

North: South of the center line of Pershing Road, east of Federal Street to Lake Michigan.

South: North of the center line of 51st Street, east of Federal Street to Cottage Grove Avenue; north of the center line of 47th Street, east of Cottage Grove Avenue to Lake Michigan.

East: West of the center line of Cottage Grove Avenue, north of 51st Street to 47th Street; Lake Michigan, north of 47th Street to Pershing Road.

West: East of the center line of Federal Street, north of 51st Street to Pershing Road.

(Exhibit "C" omitted).

### BOUNDARIES OF THE MID-SOUTH MODEL CITIES TARGET AREA

North: South of the center line of 60th Street, east of Cottage Grove Avenue to Stony Island Avenue.

South: North of the center line of 67th Street, east of Cottage Grove Avenue to Stony Island Avenue.

East: East of the center line of Stony Island Avenue, north of 67th Street to 60th Street.

West: West of the center line of Cottage Grove Avenue, north of 67th Street to 60th Street.

(Exhibit "D" omitted).

### 2. *Citizens' Governing Council—Council Officers*

East of the four Model Cities Neighborhoods previously described shall be represented by a Model Area Council to be known respectively as the North Model Area Council, West Model Area Council, Near South Model Area Council and Mid-South Model Area Council. As soon as practicable, after all elective and appointive posts are filled, each Model Area Council shall elect a council chairman to preside over council meetings and a secretary to keep the minutes of council meetings. Each Model Area Council may elect or appoint such additional council officers as it deems appropriate. Each Model Area Council may establish and maintain such committees as appropriate to relate the Model Cities Program to problems and program of the community.

Each Model Area Council shall consist of forty (40) members, twenty (20) of whom are to be elected at large by voters residing in the said Model Cities Target Area, and twenty (20) of whom are to be appointed by the Mayor of the City of Chicago.

Of the twenty (20) council members to be appointed to each Model Area Council by the Mayor of the City of Chicago, twelve (12) of said members shall reside in the Model Cities Target Area represented by the Council to which they are appointed and eight (8) of said members shall reside in the Model Cities Study Area represented by the Council to which they are appointed.

### 3. *Time of Holding Elections—Term of Office*

The first Model Cities Election shall be held on the second Tuesday in April 1970, to-wit: April 14, 1970. Thereafter Model Cities Elections shall be held every two years on the second Tuesday in April.

The term of office of all members of all Model Area Councils shall commence May 1, 1970 and shall expire April 30, 1972.

Each Model Area Council member elected at a regular Model Cities Election shall serve for a term of two years. Each Model Area Council member appointed by the Mayor of the City of Chicago shall serve for a term of two years.

### 4. *Qualification of Voters*

Every person having resided in a Model Cities Target Area as defined in this Code 90 days next preceding a Model Cities election, and who is a citizen of the United States, of the age of 19 years at the time of the election, is entitled to vote at such election for all positions and on all propositions subject only to said person having registered as a voter as provided in this Code.

### 5. *Permanent Abode—Loss of Residence by Absence*

A permanent abode is necessary to constitute a residence within the meaning of the preceding section. No otherwise qualified voter shall be deemed to have lost his or her residence by reason of his or her absence on business of the United States or of this State.

### 6. *Hospitals, Nursing Homes—Inmates of*

No inmate of any hospital, nursing home or other place of confinement in a Model Cities Target Area shall by virtue of his abode at such hospital, nursing home or other place of confinement be deemed a resident of the Model Cities Target Area in which such hospital, nursing home or other place of confinement may be situated; but every such person shall be deemed a resident of that area in which he has resided for thirty (30) days next prior to becoming an inmate of such hospital, nursing home or other place of confinement.

### 7. *Convicts*

No person who has been legally convicted and sentenced to confinement in the penitentiary shall be permitted to vote at any Model Cities Election unless he shall be restored to the right to vote by certificate of restoration issued by the Governor of this State or by a court in accordance with Law.

### 8. *Registration—Necessity of*

It shall be unlawful for any person to vote in any Model Cities Election unless such person is at the time of such election a registered voter in the City of Chicago or, if said person is 19 years of age, but not yet 21 years of age, or a registered voter for Model Cities Elections, and a resident of one of the Model Cities Target Areas described in paragraph 1. Under the provisions of this Model Cities Election Code all registered voters who are residents of a Model Cities Target Area are also qualified voters for all Model Cities Elections. Persons 19 years of age may specially register as voters for Model Cities Elections if they meet other registrant qualifications.

9. *Registrant Qualifications*

No person shall be entitled to be registered unless such person shall by the date of the election next following have resided within a Model Cities Target Area 90 days and be otherwise qualified to vote at such election. Every applicant who shall be 19 years of age or over on the day of the next Model Cities Election shall be permitted to register for said election, if otherwise qualified. To constitute residence under this Code, a permanent abode and dwelling place within a Model Cities Target Area are necessary.

10. *Qualifications for Elected Office*

In order to qualify as a candidate for an elective office on a Model Area Council a candidate must submit a petition signed by a minimum of 150 and a maximum of 250 registered voters for Model Cities Elections who reside within the Model Cities Target Area wherein the prospective candidate proposes his candidacy. The candidate must also possess the residency and other requirements necessary to qualify as a voter in the Model Cities Target Area in which he is a candidate. It is not necessary that a candidate also be a registered voter in order to run for office.

11. *Qualifications for Appointed Office*

An appointee to the office of Model Area Council Member must reside in the Model Cities Neighborhood represented by the Council to which his appointment is proposed and must possess the residency requirements necessary to qualify as a voter in said area. It is not necessary that a person appointed also be a registered voter in order to serve as an appointee council member.

12. *Chicago Board of Election Commissioners as Registration Officer*

The Chicago Board of Election Commissioners shall be ex-officio the registration officer of the Model Cities Target Areas and shall have full charge and control of the registration of voters within each of the Model Cities Target Areas under the terms of this Election Code.

Employees of the Chicago Board of Election Commissioners shall be appointed by the Chicago Board of Election Commissioners as deputy registration officers and as judges of election.

The deputy registrars and judges of registration shall have the same qualifications as are required of judges of election under the laws of this State. Each registration officer shall, before entering upon his duties, take and subscribe to the oath or affirmation required of judges of election in this State.

13. *Time and Place for Registration*

Registration for voting in Model Cities Election shall take place at the office of the Chicago Board of Election Commissioners between the hours of 9:00 A.M. and 5:00 P.M. Monday through Friday, on Saturday from 9:00 A.M. to 12 Noon, except Sunday and holidays and on such additional days and during such additional hours as the Board of Election Commissioners may determine.

The Chicago Board of Election Commissioners will establish one or more offices in each Model Cities Target Area for the purpose of permitting local registration in each of said Modal Cities Target Areas on a date prior to the holding of the first Model Cities Election as provided in this Code. Reasonable public notice of the establishment and location of any such office for the purpose of holding local registration and of the hours of local registration shall be given in each Model Cities Target Area prior to said local registration.

14. *Absentee Ballots Not Valid*

All ballots to be cast in Model Cities Elections must be cast in person during regular election hours at the appropriate polling place for each prospective voter as defined in this Election Code.

15. *Conduct of Registration—Manner*

If not otherwise provided in this Model Cities Election Code, the Chicago Board of Election Commissioners shall have the discretion to establish the manner of conducting registration and contesting same.

16. *Establishment of Polling Places*

The Chicago Board of Election Commissioners is vested with the authority to designate the location of polling places for the Model Cities Election. To the extent that it is possible, the Chicago Board of Election Commissioners shall adopt the precinct boundaries and numerical designation presently employed by said Board. The Board of Election Commissioners may, in their sound discretion, join several precincts together for the purpose of establishing a single polling place to serve one or more precincts. Wherever possible the Board of Election Commissioners must choose schools as the precinct voting places.

Whenever a single polling place is established for multiple precincts the Chicago Board of Election Commissioners shall, at least 30 days prior to any Model Cities Election, prepare, distribute and make available for distribution maps showing the location of every polling place, fully identifying and describing the area to be served by each said polling place. Copies of such maps shall be made available to the general public and to candidates.

17. *Nominating Petitions*

The Chicago Board of Election Commissioners shall prepare and make available to any interested citizen nominating petition forms appropriate for use in nominating candidates for the office of Model Area Council Member. Said forms shall be available in the office of the Chicago Board of Election Commissioners and in all Model Cities offices on or after January 6, 1970 for use in the April 1970 Model Cities Election. For all subsequent elections conducted pursuant to this Code said forms shall be made available to the general public not less than 90 days prior to the date of a proposed election.

18. *Time for Filing Nominating Petitions*

Nominating petitions for the office of Model Area Council Member may be filed with the Chicago Board of Election Commissioners on or after January 13, 1970 but no later than January 26, 1970, both dates inclusive. Nominating petitions may not be amended or revised after they have been filed with the Chicago Board of Election Commissioners.

19. *Objections to Nominating Petitions*

Objections to nominating petitions must be filed with the Chicago Board of Election Commissioners and may only be filed by a registered voter residing in the Model Cities Target Area wherein the contested nominee proposes his candidacy. All objections to nominating petitions must fully set forth the basis for the objections and speficy the sheet number and line number of each contested signature.

20. *Time for Filing Objections to Nominating Petitions*

Objections to nominating petitions may be filed with the Chicago Board of Election Commissioners on or after January 27, 1970 but in no event later than February 2, 1970, both dates inclusive. No amendments to objections shall be permitted after the last date for filing.

21. *Hearing on Objections to Nominating Petitions*

All objections to nominating petitions will be heard and decided by the Chicago Board of Election Commissioners commencing February 5, 1970 and concluding no later than February 7, 1970, both dates inclusive.

22. *Ruling on Objections*

The Chicago Board of Election Commissioners shall render a decision on all objections no later than February 9, 1970.

23. *Judicial Review*

The time in which an aggrieved candidate or objector must file a petition for judicial review of the ruling of the Chicago Board of Election Commissioners shall extend from February 10 to February 19, 1970, both dates inclusive.

24. *Answer to Complaint for Petition for Judicial Review*

Any respondent to a petition for judicial review must file answer to said petition within ten days of the date of the filing of said petition.

25. *Ruling on Petition for Judicial Review*

It is contemplated that the Circuit Court will adjudicate on all complaints for judicial review by March 12, 1970.

26. *Preparation of Ballots, Election Literature and Literature Publicizing Precinct Polling Places*

The Chicago Board of Election Commissioners shall prepare ballots, precinct maps, literature publicizing the location of precinct polling places and sample ballots as soon as practicable after the expiration of the last day for filing objections to nominating petitions. The Chicago Board of Election Commissioners, in the exercise of their sound discretion, shall make available to interested citizens and candidates, without charge, reasonable quantities of said sample ballots, precinct maps and literature publicizing the location of precinct polling places.

27. *Lottery to Determine Order of Candidates Names on Ballots*

After the expiration of the period of time for filing nominating petitions and contesting same, as set forth herein, the Chicago Board of Election Commissioners shall hold a lottery to determine the order in which candidates names are to appear on each Model Area Council election ballot. The lottery shall be held in the office of the Chicago Board of Election Commissioners at a time and under the circumstances specified by the Chicago Board of Election Commissioners. Reasonable public notice of the holding of said lottery shall be given by the Chicago Board of Election Commissioners to the public generally and specifically to each Model Area Council.

28. *Conduct of Elections—Hours for Voting*

If not otherwise provided in this Model Cities Election Code, the manner of conducting voting at Model Cities Elections shall be the same, as nearly as may be, as that set out in Illinois Revised Statutes Chapter 46, otherwise known as the Election Code, approved May 11, 1943, as heretofore and hereafter amended. On the day of election all precinct polling places are to remain open from 6:00 A.M. to 6:00 P.M. for the purpose of permitting qualified registered voters to cast ballots.

29. *Contests of Elections*

The Chicago Board of Election Commissioners shall hear and determine cases of contested Model Cities Elections.

30. *Right of Contest*

The election of any person to a Model Area Council may only be contested by a defeated candidate for that Model Area Council.

31. *Time of Instituting Contest*

Contest of elections shall be commenced by filing with the Chicago Board of Election Commissioners, no later than five (5) days after the result of an election shall have been determined, a verified petition specifically setting forth the points upon which the contestant relies.

32. *Hearing of Contests*

The Chicago Board of Election Commissioners shall hear and decide said contests within ten (10) days after the last day for filing petitions of contest and shall grant such relief as it deems appropriate.

33. *Judicial Review of Election Contests*

Only parties to an election contest before the Chicago Board of Election Commissioners may seek judicial review of said Election Commissioners' decision. Any petition for judicial review must be filed no later than five (5) days after said ruling is published by the Chicago Board of Election Commissioners.

34. *Answer to Complaint for Petition for Judicial Review of Contests*

Any respondent to a petition for judicial review of contests must file answer to said petition within ten (10) days after the date of the filing of said petition.

35. *Ruling on Petition for Judicial Review of Contests*

It is contemplated that the Circuit Court will adjudicate all complaints for judicial review as soon as practicable, said matters to be given priority by the court.

36. *Judges of Election*

The judges of election shall take the same oaths and have the same powers and authority, as nearly as may be, as judges of election provided for in the Election Code, approved May 11, 1943, as heretofore and hereafter amended. After the closing of the polls, the ballots shall be counted and returns made out and delivered, under seal, to the chairman of the Chicago Board of Election Commissioners forthwith. Thereupon, the Chicago Board of Election Commissioners shall examine and canvass the returns, call the results of the election and transcribe a statement of the results upon their records.

37. *Election Publicity*

The Chicago Board of Election Commissioners shall publish a notice of the election to be held for the office of Modal Area Council Member together with a sample ballot for said election; said notice shall be published not more than 30 nor less than 15 days in advance of the election in one of the following daily newspapers: Chicago Tribune, Sun Times, Chicago Daily News, Chicago Today and Chicago Daily Defender. In addition, said notice shall also be published in at least two (2) local newspapers published and/or given daily or weekly circulation in each Model Cities Target Area. The notice to be given shall state the time and place of the proposed election and the office to be filled.

38. *Voting—Manner of*

A vote may be cast for each office to be filled in the Model Cities Target Area wherein a registered voter resides. In the event a ballot is marked for more candidates than there are offices to be filled, said ballot shall be declared void. In the event a ballot is marked for fewer candidates than there are offices to fill, the ballot shall be valid and the candidate or candidates for whom the ballot is marked shall each receive one vote. A candidate may not receive more than one vote on each ballot.

39. *Notice to Persons Elected or Appointed*

Within seven (7) days after the results of a Model Cities Election are proclaimed, the Chairman of the Chicago Board of Election Commissioners shall notify the Mayor of the City of Chicago and the winning candidate. In addition, all persons appointed to membership on a Model Area Council shall be notified within a reasonable time of said appointment by the Director of the Model Cities Program.

40. *Non Partisan Election*

Each candidate shall run at large on a non partisan basis throughout the Model Cities Target Area wherein he resides.

41. *Candidates—Winners*

Candidates who receive the highest number of votes corresponding to the number of elective positions available on the respective Model Area Council for which they are a candidate shall be declared the winners.

42. *Mayoral Appointments*

The Mayor of the City of Chicago shall appoint twenty (20) members to each Model Area Council to serve for a two-year term. Twelve (12) of the council members so appointed shall be residents of the Model Cities Target Area represented by the council to which they are appointed. Eight (8) of the council members so appointed shall be residents of the study area represented by the council to which their appointment is proposed.

43. *Duties of Office*

It shall be the duty of each member of a Model Area Council to attend regularly scheduled meetings of the Model Area Council and specially scheduled meetings upon due and adequate notice and to actively participate in plan development and implementation. Each Model Area Council shall render advisory opinions to the Mayor of the City of Chicago when called upon to do so and when in the judgment of the Council such opinions are desirable.

44. *Vacancies—Resignations*

Resignations from elective or appointive positions on the Model Area Council shall be in writing and addressed and delivered to the chairman of the Model Area Council from which said resignation is proposed. Duplicate copies of said resignation shall be sent to the Secretary of the said Model Area Council, the Clerk of the City of Chicago and to the Director of the Model Cities Program.

45. *Events Creoting Vacancy*

Every position, whether elective or appointive, on each Model Area Council shall become vacant on the happening of one or more of the following events, before the expiration of the term of a council member:

1. Death of the incumbent.
2. Resignation.
3. Adjudication of insanity.
4. Removing place of residence from the Model Cities Target Area or Study Area from which he has been elected or appointed.
5. Conviction of an infamous crime as defined by the State Statute.
6. Removal from office for official misconduct.
7. Refusal or neglect to take his oath of office.
8. Decision of a competent tribunal declaring election void.

46. *Filling Vacancy on Model Area Council*

Whenever it is deemed that a vacancy exists for elective or appointive office on any Model Area Council, the remaining members of said Model Area Council shall have the authority to elect a member to serve the unexpired term on said council.

47. *Penalties*

Violation of this Model Cities Election Code shall subject the violators to a fine not to exceed $500.

48. *Subsequent Elections*

Dates for the subsequent elections to be held every two years hereafter shall conform as closely as possible to the election timetable set forth in this Code and the specific dates for each succeeding election may be selected and publicized by the Chicago Board of Election Commissioners in consultation with the Director of the Model Cities Program.

49. *Partial Invalidity*

If any section, subdivision, sentence or clause of this act is for any reason held invalid or to be unconstitutional, such decision shall not affect the validity of the remaining portions of this act.

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## *Action Deferred*—ON PROPOSED ORDINANCE FOR RENEWAL OF LEASE FROM 800 NORTH CLARK STREET BUILDING FOR JOINT YOUTH DEVELOPMENT COMMITTEE.

The Committee on Finance submitted the following report, which was, at the request of two aldermen present (Alderman Simon and Alderman Scholl) *Deferred* and ordered published:

CHICAGO, December 30, 1969.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred a communication dated December 11, 1969 from the City Comptroller transmitting an ordinance to authorize a renewal of lease from 800 North Clark Street Building, Rooms 208 to 215 inclusive, and Rooms 218, 220, 221, 223, and 225 located on the second floor, 800 North Clark Street, approximately 4,300 square feet, for Joint Youth Development Committee, a Division of the Department of Human Resources. Rental of $986.00 per month having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by 36 members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS E. KEANE,
*Chairman.*

The following is the proposed ordinance transmitted with the foregoing committee report:

Be It Ordained by the City Council of the City of Chicago:

*Section 1.* That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from 800 North Clark Street Building, for Rooms 208 to 215 inclusive, and Rooms 218, 220, 221, 223, and 225 located on the 2nd floor of No. 800 N. Clark Street, approximately 4,300 square feet, for Joint Youth Development Committee, a Division of the Department of Human Resources; such lease to be approved by the Commissioner of the Department of Human Resources, and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on page 7363 of this Journal]

*Section 2.* This ordinance shall be in force and effect from and after its passage.

### *Action Deferred*—ON PROPOSED ORDINANCE FOR RENEWAL OF LEASE FROM JOSEPH S. PINKERT FOR CHICAGO COMMITTEE ON URBAN OPPORTUNITY.

The Committee on Finance submitted the following report, which was, at the request of two aldermen present (Alderman Simon and Alderman Scholl) *Deferred* and ordered published:

CHICAGO, December 30, 1969

*To the President and Members of the City Council:*

Your Committee on Finance to which was referred a communication dated December 5, 1969 from the City Comptroller transmitting an ordinance to authorize renewal of lease from Joseph S. Pinkert, for approximately 10,800 square feet of office space on the first and second floors, and third floor, in the buildings at 3952-3958 W. Jackson Boulevard and 217-225 S. Pulaski Road for Chicago Committee on Urban Opportunity. Rental of $1,595.00 per month having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred by 36 members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS E. KEANE,
*Chairman.*

The following is the proposed ordinance transmitted with the foregoing committee report:

Be It Ordained by the City Council of the City of Chicago:

*Section 1.* That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from Joseph S. Pinkert for approximately 10,800 square feet of office space in the first and second floors, and third floor, in the buildings at Nos. 3952-3958 W. Jackson Boulevard and Nos. 217-225 S. Pulaski Road, for the Chicago Committee on Urban Opportunity, such lease to be approved by the Directress of the Chicago Committee on Urban Opportunity, and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on page 7364 of this Journal]

*Section 2.* This ordinance shall be in force and effect from and after its passage.

### *Action Deferred*—ON PROPOSED ORDINANCE CONCERNING REGULATIONS GOVERNING MODEL AREA COUNCIL ELECTIONS PERTAINING TO COMPREHENSIVE CITIES DEMONSTRATION PROGRAM *(Adverse Committee Recommendation).*

The Committee on Finance submitted the following report, which was, at the request of two aldermen present (Alderman Despres and Alderman Singer) *Deferred* and ordered published:

CHICAGO, December 30, 1969

*To the President and Members of the City Council:*

Your Committee on Finance to which was referred a communication dated December 9, 1969 from the following five aldermen: Aldermen Rayner, Singer, O'Rourke, Cousins and Despres transmitting an ordinance concerning the new regulations governing Model Area Council Elections pertaining to Comprehensive cities demonstration program having had the same under advisement, begs leave to report and recommend that Your Honorable Body Do Not Pass said ordinance transmitted herewith.

This recommendation was concurred in by 36 members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS E. KEANE,
*Chairman.*

The following is the proposed ordinance transmitted with the foregoing committee report:

#### COMPREHENSIVE CITIES DEMONSTRATION PROGRAM ELECTION ORDINANCE.

*Whereas,* The City of Chicago is participating in the Comprehensive Cities Demonstration Program; and

*Whereas,* The Program provides for and encourages participation by residents of the areas in the planning, administration, and implementation of the Program; and

*Whereas,* The City Demonstration Agency of the City of Chicago has agreed with the Department of Housing and Urban Development that 50% of the members of the Model Area Councils shall be elected by community residents; now, therefore

Be It Ordained by the City Council of the City of Chicago:

*Section 1.* The Municipal Code of Chicago is amended by adding the following Chapter 202 to be entitled: "Model Area Council Elections."

*Section 202.1.* Each of the four Model Area Councils, as described in Part Three-V-8 of the Comprehensive Cities Demonstration Program of Chicago, shall be composed of thirty members, fifteen to be appointed by the Mayor of the City of Chicago, and fifteen to be elected by the residents of each respective Model City Neighborhood Area.

*Section 202.2.* Of the fifteen members to be appointed by the Mayor of the City of Chicago for each Model Area Council, eleven shall be residents of each target area, as defined in Part Three-IV-37, 65, 96, and 123 of the Comprehensive Cities Demonstration Program of Chicago. Each of the eleven seats for members appointed from each target area shall be deemed to be designated for a separate district, as determined

(continued on page 7365)

**This Agreement,** Made this............ day of............

A. D. 19 , between 800 North Clark Street Building

............, as Lessor ,

and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

**Witnesseth:** That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: Rooms 208 to 215 inclusive, and Room 218, 220, 221, 223 and 225 located on the 2nd floor, 800 North Clark Street, approximately 4,300 square feet, for Joint Youth Development Committee, a Division of the Department of Human Resources.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of January A. D. 1970, and ending on the 31st day of December A. D. 1972. Lessee has the right to terminate this lease on thirty days prior notice ~~and the right to renew this lease for a further period of~~ ~~on the same terms and rental by giving to the Lessor in either case days written notice of its election to do so~~

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at Mr. R. Bowen, Mgr. 800 North Clark Street Building or at such other place as the Lessor from time to time in writing may appoint.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of Nine Hundred Eighty Six and no/100----------------($ 986.00) Dollars per month, payable in advance on the first day of each calendar month ~~at~~ by the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessors own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

Lessor shall furnish Janitor, Heat, Elevator Services. Lessee shall pay electricity for premises occupied. It is mutually agreed and understood by and between parties hereto that the remuneration mentioned in this lease is payable solely from funds when made available by the Federal Government.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor , and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor , excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

**In Witness Whereof,** this lease is signed by or on behalf of the parties hereto the day and year first above written.

(Signature forms omitted)

**This Agreement**, Made this.................. day of..................

A. D. 19 , between Joseph S. Pinkert

.................., as Lessor , and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

**Witnesseth:** That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit:

Approximately 10,800 square feet of office space on the first and second floors, and third floor, in the building at 3952-3958 W. Jackson Boulevard and 217-225 S. Pulaski Road, for Chicago Committee on Urban Opportunity.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of January A. D. 1970, and ending on the 31st day of December A. D. 1972. Lessee has the right to terminate this lease upon thirty days written notice. ~~and the right to renew this lease for a further period of~~

~~[illegible] by giving to the Lessor [illegible] days written notice of its election so to do~~

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at 5555 S. Everett Avenue - 60637 or at such other place as the Lessor from time to time in writing may appoint.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of One Thousand Five Hundred Ninety Five and no/100----($ 1,595.00) Dollars per month, payable in advance on the first day of each calendar month ~~at~~ by the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessee

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at their own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

Lessee shall pay electricity and furnish Plate Glass Insurance.

Lessor to provide heat, hot water, and exterior maintenance, boiler and janitor service.

It is mutually agreed and understood by and between the parties hereto that the remuneration mentioned in this lease is payable solely from funds when made available by the Federal Government.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor , and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor , excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

**In Witness Whereof**, this lease is signed by or on behalf of the parties hereto the day and year first above written.

(Signature forms Omitted)

(continued from page 7362)

under Section 202.8 below, and must be filled by a resident of that district. The remaining four appointed members of each Model Area Council may be residents of any part of the study area or the target area; they shall represent the Model City Neighborhood Area at large.

*Section 202.3.* The members of the Model Area Councils appointed by the Mayor shall be appointed and announced at the earliest possible time, and in no event less than one month prior to the date set for the filing of nominating petitions by candidates for the elective seats in the Model Area Councils. The appointed members shall reflect, in a proportion approximating each Model City Neighborhood Area's demography, the following factors: ethnic groupings, age, diversity of opinion, levels of income, organization base, and geographic spread.

*Section 202.4.* Of the fifteen members to be elected to each Model Area Council, eleven shall be residents of the target area; they shall be residents of, and shall be elected by districts drawn in the manner set forth in Section 202.8 below. The remaining four elected members for each Model Area Council shall be residents of either the study area or the target area; they shall be elected at large from the target area and study area combined.

*Section 202.5.* Aside from residence in a district for district candidates as described in Section 202.4 above, the sole qualifications for candidates for election shall be: 19 years of age or older as of the first day of the election; residence in the targe or study area for at-large candidates. Residence shall be determined as of the day set for filing nominating petitions.

*Section 202.6.* Only residents of a district may vote for a district representative. Each resident of the target area and of the study area may vote for 4 at-large candidates. The sole other qualification for voters shall be: 19 years of age or older as of the first day of election. Residency shall be determined as of registration day.

*Section 202.7.* Nomination, election, and certification of election procedures shall be established, supervised, and conducted in all respects by the American Arbitration Association, or by such non-governmental successor agency as the Comprehensive Cities Demonstration Program Elections Committee (see Section 202.10 below) may designate. This section shall not apply to functions specifically reserved in Sections 202.8, 202.9, and 202.10 for other groups.

*Section 202.8.* Each Interim Model Area Council shall select a Model Area Elections Committee of five members. Each Model Area Election Committee shall district its respective target area into eleven districts of equal, compact, and contiguous population; shall recommend to its Interim Model Area Council what appropriations should be made to carry out the election; shall render whatever assistance the American Arbitration Association or its successor requires; and shall advise and consult with the American Arbitration Association or its successor.

*Section 202.9.* Each Model Area Elections Committee shall decide the maximum amount of money that a candidate may spend, up to $200 for each district candidate and $500 for each at-large candidate. Each Model Area Elections Committee may also, if it sees fit, allocate Interim Model Area Council money to district candidates in equal amounts, up to $100 for each candidate, and to at-large candidates in equal amounts, up to $300 for each candidate.

*Section 202.10.* There shall be a Comprehensive Cities Demonstration Program Elections Committee, to consist of one member chosen by each of the four Model Area Elections Committees, and a staff member of the City Demonstration Agency. This Comprehensive Cities Demonstration Program Elections Committee shall: set the date for the filing of nominating petitions by candidates for election to the Model Area Councils; determine the number of petition signatures necessary to nominate a candidate; set the dates and hours for the election, which shall be held over a period of at least two consecutive days and no more than six consecutive days and shall be held no later than April 30, 1970; determine whether the election shall use machine voting or another method; and appropriate money for the payment of the American Arbitration Association or its successor. Each representative on this Committee shall consult with and receive the approval of the Interim Model Area Council he represents before voting for or against any action or payment by the general elections committee.

*Section 202.11.* The City Demonstration Agency shall provide to the Comprehensive Cities Demonstration Program Elections Committee and to the four Model Area Elections Committees the funds necessary to carry out their roles in the election, but not out of the $300,000 previously allocated in the Program Administration Budget to support citizen participation in the planning process. Those previously allocated funds shall be reserved for the hiring of technical assistance and for other purposes deemed appropriate by the Model Area Councils other than election expenditures.

*Section.202.12.* After nominating petitions have been filed and candidates certified, but at least 4 weeks prior to the first day of the election, each candidate shall be provided, at the expense of the Interim Model Area Councils, a copy of the registered voters in his district or area. The American Arbitration Association or its successor shall establish procedures for registering voters normally unable to vote or previously unregistered. A copy of these further registrations in his district or area shall be provided to each candidate, at the expense of the Model Area Councils, at least one week prior the first day of the election.

*Section 202.13.* No city, county, state, federal or special district employee shall engage in practices favoring any candidate(s) during the days of the election and for one week preceding the first day of the election. Violation shall be grounds for disqualification of a candidate by the American Arbitration Association or its successor.

*Section 202.14.* Each candidate shall file a list of all expenses with the American Arbitration Association or its successor before certification of election.

*Section 202.15.* All elected and appointed members shall serve terms of two years.

*Section 202.16.* Any vacancy in any seat on a Model Area Council shall be filled by a vote of that Model Area Council at the earliest possible time. Any appointive seats not filled by appointment by the Mayor thirty days prior to the date set for the filing of nominating petitions by candidates for elective seats shall be considered vacant and shall be filled by a vote of the Model Area Council once it is constituted. A vacancy in a seat designated for one of the eleven target area districts shall be filled by a resident of that district. If a district representative (appointed or elected) moves out of that district, his seat shall be deemed vacant. If an at-large representative (appointed or elected) moves out of the study area or target area, his seat shall be deemed vacant.

*Section 202.17.* The Comprehensive Cities Demonstration Program of the City of Chicago is hereby amended so as to incorporate this ordinance.

*Section 2.* This ordinance shall be in force and effect immediately upon passage.

### *Failed to Pass*—PROPOSED ORDER CONCERNING WAIVER OF FEES FOR ERECTION AND MAINTENANCE OF "NO PARKING" SIGN AT FRANK CUNEO HOSPITAL.

The Committee on Finance submitted a report recommending that the City Council *Do Not Pass* a proposed order transmitted therewith, which was referred to the committee on December 9, 1969, concerning the waiver of fees in the total amount of $30.00 for the erection and maintenance of "No Parking" signs at driveway of the Frank Cuneo Hospital, No. 820 W. Montrose Avenue.

Alderman Keane moved to *Concur* in the committee's recommendation. The question thereupon became: *Shall the proposed order Pass, the recommendation of the committee to the contrary notwithstanding?;* and the question being put, said proposed order *Failed to Pass,* by yeas and nays as follows: *Yeas*—None; *Nays*—42.

### *Disallowed*—SUNDRY CLAIMS FOR PAYMENT OF DAMAGE, REFUNDS, ETC. *(Adverse Committee Recommendations).*

The Committee on Finance submitted a report recommending that the City Council *Disallow* certain miscellaneous claims. On motion of Alderman Keane the committee's recommendations were *Concurred In.*

The following is a summary of said claims, which were referred to the committee on the respective dates noted in parentheses:

*Compensation for Various refunds:*

(June 2, 1967) Maggie Jenkins;
(Jan. 17, 1969) University of Chicago;
(Oct. 29, 1969 Terry Hooder;
(Dec. 2, 1969) John C. Svensson.

*Compensation for damage to vehicles:*

(July 8, 1969) Underwriters Adjusting Co.;
(Oct. 29, 1969) Aaron Zack;
(Oct. 29, 1969) Red Heart Cleaning Co.;
(October 29, 1969) Ins. Co. of North America;
(Oct. 29, 1969) Sidney P. Ratiner;
(Oct. 29, 1969) Robert Heitsch;
(Oct. 29, 1969) Dennis Dews;
(December 9, 1969) Allstate Ins. & Howard Saxner.

*Compensation for property damage, etc:*

(9-17-69) Mrs. R. Kuligowski,
(10-29-69) Esther Bothmann;
(12-2-69) Wilbur Case.

### *Placed on File*—MISCELLANEOUS MATTERS.

The Committee on Finance submitted reports recommending that the City Council *Place on File* miscellaneous documents transmitted therewith. On motion of Alderman Keane the committee's recommendations were *Concurred In.*

The following is a summary of said documents:

A communication from the Department of Public Works dated December 17, 1969, transmitting an order concerning the replacement of sewers, catch-basins and manholes in the 2400 block of W. Huron Street;

A communication from the Department of Public Works dated December 12, 1969, transmitting Monthly Progress Report No. 270 for the month ended October 31, 1969, showing progress on Sewer Bond Issue Projects.

# MATTERS PRESENTED BY THE ALDERMEN

**(Presented by Wards, in Order, Beginning with the First Ward).**

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Claims.
4. Unclassified Matters (arranged in order according to Ward numbers).
5. Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection and Water Rate Exemptions, Etc.

*Proposed ordinances, orders and resolutions, described below, were presented by the aldermen named, as noted. Except where otherwise noted or indicated hereinbelow, unanimous consent was given to permit action by the City Council on each of said proposed ordinances, orders and resolutions without previous committee consideration, in accordance with the provisions of Council Rule 43.*

## 1. TRAFFIC REGULATIONS, TRAFFIC SIGNS AND TRAFFIC-CONTROL DEVICES.

### *Referred*—PROPOSED ORDINANCE TO EXTEND PARKING-METER AREA ON PORTION OF W. MONTROSE AV.

Alderman Hoellen (47th Ward) presented a proposed ordinance to extend the parking-meter area on the north side of W. Montrose Avenue between N. Maplewood and N. Western Avenues and on the south side of W. Montrose Avenue between N. Western and N. Campbell Avenues; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—PROPOSED ORDINANCE TO CHANGE AREA OF PARKING-METER ZONE ON PORTION OF N. BROADWAY.

Alderman Hoellen (for Alderman O'Rourke, 48th Ward) presented a proposed ordinance to change the area of parking-meter zone on the east side of N. Broadway between W. Montrose and W. Winona Avenues and on the west side of N. Broadway between W. Montrose Avenue and the south building line of the premises at No. 5050 N. Broadway, and from the north building line of said No. 5050 to W. Winona Avenue (instead of both sides between W. Montrose and W. Winona Avenues); which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—PROPOSED ORDINANCE TO PROHIBIT AT ALL TIMES PARKING OF VEHICLES ON PORTION OF S. LANGLEY AV.

Alderman Lupo (9th Ward) presented a proposed ordinance to prohibit at all times the parking of vehicles on S. Langley Avenue (both sides) between E. 109th and E. 111th Streets; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—PROPOSED ORDINANCES TO ESTABLISH LOADING ZONES AT SUNDRY LOCATIONS.

The aldermen named below presented proposed ordinances to establish loading zones at the locations designated, for the distances specified, and for limited periods where so indicated, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Location, Distance and Time* |
|---|---|
| Simon (40th Ward) | N. California Avenue, at No. 4300 |
| Hoellen (for O'Rourke, 48th Ward) | W. Winnemac Avenue (north side) between N. Broadway and a point 156 feet west thereof—8:00 A. M. to 6:00 P.M. (except on Saturdays, Sundays and holidays). |

### *Referred*—PROPOSED ORDINANCE TO CHANGE AREA OF LOADING ZONE AT NO. 5050 N. BROADWAY.

Alderman Hoellen (for Alderman O'Rourke, 48th Ward) presented a proposed ordinance to increase the area of the loading zone in front of the premises at No. 5050 N. Broadway an additional 75 feet; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—PROPOSED ORDER FOR INSTALLATION OF TRAFFIC SIGN.

Alderman Kerwin (46th Ward) presented a proposed order for the installation of a "Bus Stop" sign in front of the Chicago Housing Authority—Housing for the Elderly, No. 3950 N. Clark Street; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—PROPOSED ORDER FOR INSTALLATION OF TRAFFIC-CONTROL SIGNALS.

Alderman Kuta (23rd Ward) presented a proposed order for the installation of "Stop and Go" lights at the intersection of S. Archer and S. LeClaire Avenues; which was *Referred to the Committee on Traffic and Public Safety.*

## 2. ZONING ORDINANCE AMENDMENTS.

*Referred*—PROPOSED ORDINANCE TO RECLASSIFY PARTICULAR AREA.

Alderman Hoellen (47th Ward) presented a proposed ordinance for amendment of the Chicago Zoning Ordinance, for the purpose of reclassifying a particular area, which was *Referred to the Committee on Buildings and Zoning,* as follows:

To classify as a B5-2 General Service District instead of an M1-2 Restricted Manufacturing District the area shown on Map Nos. 11-H and 9-H bounded by

> the alley next north of and parallel to W. Irving Park Road; N. Ravenswood Avenue; the alley next south of and parallel to W. Irving Park Road; and the east line of the right of way of the C.T.A. (Ravenswood branch).

## 3. CLAIMS.

**Claims against the City of Chicago were presented by the aldermen designated below, respectively, for the claimants named, which were *Referred to the Committee on Finance,* as follows:**

| *Alderman* | *Claimant* |
|---|---|
| Fitzpatrick (19th Ward) | George V. Tyhurst |

## 4. UNCLASSIFIED MATTERS

### (Arranged in Order According to Ward Numbers).

*Proposed ordinances, orders and resolutions were presented by the aldermen named below, respectively, and were acted upon by the City Council in each case in the manner noted, as follows:*

**Presented by**
**ALDERMAN ROTI (1st Ward):**

*Referred*—PROPOSED ORDER TO PERMIT ALBERT A. ROBIN AND OLIVER-TYRONE CORP. TO OCCUPY SPACE ON PORTION OF SPECIFIED PROPERTY.

A proposed order for issuance of a permit to Albert A. Robin and Oliver-Tyrone Corporation to occupy space on that part of Lot 3 in Egan and Morris' Subdivision of Lots 2, 3 and 4 in Block 84, in School Section Addition to Chicago, in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, beginning at a point at the northeast corner of said Lot 3, thence running south approximately 34 feet, thence running in a northwesterly direction to a point a distance of approximately 45 feet, thence easterly approximately 30 feet to place of beginning, for a total area of approximately 510 square feet of space.—*Referred to the Committee on Local Industries, Streets and Alleys.*

**Presented by**
**ALDERMAN DESPRES (5th Ward):**

*Referred*—PROPOSED RESOLUTION TO REQUEST REPORT FROM COMR. OF DEVELOPMENT AND PLANNING CONCERNING EDGEWATER PLANNED DEVELOPMENT ORDINANCE (REZONING).

A proposed resolution to request the Commissioner of Development and Planning to make a full report to the City Council on the Edgewater planned development ordinance of March 14, 1969, C.J. page 5162 (rezoning).—*Referred to the Committee on Buildings and Zoning.*

*Referred*—PROPOSED RESOLUTION TO URGE CHICAGO PARK DISTRICT TO APPLY BEFORE JAN. 1, 1970 FOR FEDERAL ASSISTANCE FROM HUD FOR PARKS AND RECREATION FACILITIES IN LOW-INCOME NEIGHBORHOODS.

Also a proposed resolution to urge the Chicago Park District to apply before January 1, 1970, for federal assistance from the U.S. Department of Housing and Urban Development for parks and recreation facilities in low-income neighborhoods.—*Referred to the Committee on Forestry and Recreation.*

**Presented by**
**ALDERMAN DESPRES (5th Ward) and**
**ALDERMAN SINGER (44th Ward):**

*Referred*—PROPOSED RESOLUTION TO MEMORIALIZE U.S.. CONGRESS TO ENACT HR 14484 CONCERNING AIR POLLUTION CONTROL.

A proposed resolution to memorialize U.S. Congress to enact HR 14484, concerning air pollution control. —*Referred to the Committee on Environmental Control.*

### Presented by
### ALDERMAN DESPRES (5th Ward) and OTHERS:

*Referred*—PROPOSED RESOLUTION FOR PUBLIC HEARINGS ON NEED FOR THIRD CHICAGO AIRPORT AND PROPOSED LOCATION FOR SUCH AIRPORT.

A proposed resolution (presented by Aldermen Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Staszcuk, Simon, Scholl, McCutcheon, Singer and Hoellen) to direct the Committee on Aviation to conduct public hearings on the need for an additional airport and the proposed location of such airport, together with report and recommendations.—*Referred to the Committee on Aviation.*

### Presented by
### ALDERMAN RAYNER (6th Ward):

**Drafting of Ordinance for Vacation of Specified Street and Alleys Directed.**

**A proposed order reading as follows:**

> *Ordered,* That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of S. Greenwood Avenue between E. 72nd Street and E. 73rd Street; also all of the east-west and north-south 14-foot public alleys in the block bounded by E. 72nd Street, E. 73rd Street, S. Greenwood Avenue and S. Dobson Avenue, for the City of Chicago (Department of Urban Renewal) Project 73rd-Dobson; said ordinance to be transmitted to the Committee on Local Industries, Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Rayner said proposed order was *Passed.*

### Presented by
### ALDERMAN MARZULLO (25th Ward):

*Referred*—PROPOSED ORDER TO PERMIT ACME BARREL CO. TO OCCUPY SPACE ON PORTION OF S. BELL AV.

A proposed order for issuance of a permit to Acme Barrel Company to occupy a strip of land 66 by 400 feet, being that portion of S. Bell Avenue between a point 30 feet south of the east-west public alley south of W. 13th Street and the south end of said street, said space containing 26,400 square feet.—*Referred to the Committee on Local Industries, Streets and Alleys.*

### Presented by
### ALDERMAN LAURINO (39th Ward):

*Referred*—PROPOSED ORDER FOR ERECTION OF ADVERTISING SIGN.

A proposed order for issuance of a permit to Mobil Oil Corporation (Flashtric Signs) to erect an advertising sign, 28 by 10 feet in dimension, to project 100 feet above the ground on private property at No. 4001 W. Irving Park Road.—*Referred to the Committee on Buildings and Zoning.*

### Presented by
### ALDERMAN SINGER (44th Ward) and ALDERMAN DESPRES (5th Ward):

*Referred*—PROPOSED RESOLUTION REQUESTING DEPT. OF ENVIRONMENTAL CONTROL TO FURNISH REGULAR READINGS ON AIR POLLUTION.

A proposed resolution to request the Department of Environmental Control to publish and make available to the public, on each day, four 6-hour averages for air pollution levels, separately for each monitoring point.—*Referred to the Committee on Environmental Control.*

## 5. FREE PERMITS, LICENSE FEE EXEMPTIONS, CANCELLATION OF WARRANTS FOR COLLECTION, AND WATER RATE EXEMPTIONS, ETC.

Proposed ordinances, orders, etc. described below, were presented by the aldermen named, and were *Referred to the Committee on Finance,* as follows:

*Free Permits to Churches, Etc.:*

BY ALDERMAN FIFIELSKI (45TH WARD):

Foster Avenue Baptist Church, No. 5152 N. Meade Avenue—construction of new church buildings, all electrical work and use of water in conjunction therewith.

*License Fee Exemptions for Homes, Hospitals, Day Care Centers, Etc.:*

BY ALDERMAN DESPRES (5TH WARD):

Drexel Home, Inc., No. 6140 S. Drexel Avenue.

BY ALDERMAN KEANE (31ST WARD):

Park View Home (Rose Eisenberg Memorial) No. 1401 N. California Avenue.

BY ALDERMAN MCCUTCHEON (43RD WARD):

Roosevelt Memorial Hospital, No. 426 W. Wisconsin Street.

BY ALDERMAN HOELLEN (47TH WARD):

Ravenswood Hospital Medical Center, No. 1931 W. Wilson Avenue.

*Cancellation of Warrants for Collection:*

BY ALDERMAN BOHLING (7TH WARD):

The South Side Hebrew Congregation, No. 7359 S. Chappel Avenue—building inspection (steel curtains).

BY ALDERMAN SANDE (34TH WARD):

Northwest Home for the Aged, No. 2942 W. Palmer Street—steel curtain inspection.

BY ALDERMAN HOELLEN (47TH WARD):

Bethany Methodist Church, No. 5030 N. Ashland Avenue—sign inspection.

Ravenswood Hospital Medical Center, No. 1917 W. Wilson Avenue—driveway permit, sign and elevator inspections.

## UNFINISHED BUSINESS.

### Chicago Zoning Ordinance Amended to Reclassify Particular Areas.

On motion of Alderman Campbell the City Council took up for consideration the report of the Committee on Buildings and Zoning deferred and published on December 23, 1969, pages 7219-7220, recommending that the City Council pass fourteen proposed ordinances transmitted with the committee's report for amendment of the Chicago Zoning Ordinance to reclassify particular areas.

Alderman Campbell moved to concur in the committee's recommendation.

Alderman Simon raised an objection to the first six proposed ordinances, printed on C. J. pages 7219-7220, and requested a roll call on said ordinances.

Thereupon Alderman Campbell moved to pass the said six proposed ordinances. The motion Prevailed, and *each* of said proposed ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, Wigoda—36.

*Nays*—Aldermen Despres, Rayner, Simon—3.

Said ordinances as passed read respectively as follows (the Italic heading in each case not being a part of the ordinance):

*Reclassification of Area Shown on Map No. 1-E.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B7-6 General Central Business District symbols and indications as shown on Map No. 1-E in the area bounded by

E. Chicago Avenue; a line 175 feet east of the alley next east of and parallel to N. Michigan Avenue; the alley next south of and parallel to E. Chicago Avenue; a line 295 feet east of N. Michigan Avenue; E. Superior Street; a line 130 feet east of N. Michigan Avenue; the alley next south of and parallel to E. Chicago Avenue; and the alley next east of and parallel to N. Michigan Avenue,

to those of a B6-7 Restricted Central Business District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification of Area Shown on Map No. 3-F.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District, all the C1-2 Restricted Commercial District and all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 3-F in the area bounded by

a line 99 feet south of W. Blackhawk Street; N. Larrabee Street; a line 395.97 feet south of W. Blackhawk Street; W. Siebens Place; N. Ogden Avenue; W. Blackhawk Street; and a line 280 feet west of N. Larrabee Street,

to those of an R6 General Residence District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification of Area Shown on Map No. 4-G.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-2 Restricted Service District symbols and indications as shown on Map No. 4-G in the area bounded by

W. 17th Street; the alley next east of and parallel to S. Ashland Avenue; a line 75 feet south of W. 17th Street; and S. Ashland Avenue,

to those of an M1-3 Restricted Manufacturing District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification of Area Shown on Map No. 12-J.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-1 Restricted Service District symbols and indications as shown on Map No. 12-J in the area bounded by

W. 48th Street; the alley next east of and parallel to S. Pulaski Road; a line 276.44 feet north of W. 49th Street; and S. Pulaski Road,

to those of a C2-1 General Commercial District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification of Area Shown on Map No. 12-K.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-1 Restricted

Service District symbols and indications as shown on Map No. 12-K in the area bounded by

S. Archer Avenue; S. Kenneth Avenue; the alley next south of and parallel to S. Archer Avenue; and S. Kilbourn Avenue,

to those of a B4-2 Restricted Service District, and a corresponding bulk district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification of Area Shown on Map No. 12-L.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-1 Restricted Service District symbols and indications as shown on Map No. 12-L in the area bounded by

the alley next north of and parallel to S. Archer Avenue; S. Latrobe Avenue; S. Archer Avenue; and S. Lockwood Avenue,

to those of a B4-2 Restricted Service District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Alderman Campbell next moved to pass the remainder of the proposed ordinances, printed on C. J. page 7220. The motion Prevailed, and *each* of said proposed ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Bohling, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, Wigoda—38.

*Nays*—Aldermen Despres, Rayner—2.

Said ordinances as passed read respectively as follows (the Italic heading in each case not being a part of the ordinance):

*Reclassification of Area Shown on Map No. 15-P.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B5-1 General Service District symbols and indications as shown on Map No. 15-P in the area bounded by

a line 505 feet north of W. Bryn Mawr Avenue; a line 403.26 feet east of the center line of N. Pueblo Avenue; W. Bryn Mawr Avenue; the center line of N. Pueblo Avenue; and the right of way of the John F. Kennedy Expressway,

to those of a B5-3 General Service District, and a corresponding bulk district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification of Area Shown on Map No. 16-M.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R2 Single Family Residence District symbols and indications as shown on Map No. 16-M in the area bounded by

the alley next north of and parallel to W. 64th Place; S. Mobile Avenue; W. 64th Place; and a line 240 feet west of S. Mobile Avenue,

to those of an R4 General Residence District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification of Area Shown on Map No. 16-M.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-1 Restricted Manufacturing District symbols and indications as shown on Map No. 16-M in the area bounded by

W. 64th Place; a line 300 feet west of S. Meade Avenue; W. 65th Street; a line 180 feet east of S. Melvina Avenue; a line 132 feet south of W. 64th Place; and S. Melvina Avenue,

to those of an R4 General Residence District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification of Area Shown on Map No. 18-K.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M2-2 General Manufacturing District symbols and indications as shown on Map No. 18-K in the area bounded by

a line 1,702.5 feet north of the south line of W. 77th Street; the west line of S. Pulaski Road; a line 700.5 feet north of the south line of W. 77th Street; and a line from a point 570.44 feet west of the west line of S. Pulaski Road and 700.5 feet north of the south line of W. 77th Street, to a point 585.39 feet west of the west line of S. Pulaski Road and 1,702.5 feet north of the south line of W. 77th Street,

to those of an R4 General Residence District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification of Area Shown on Map No. 24-D.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M2-3 General Manufacturing District symbols and indications as shown on Map No. 24-D in the area bounded by

the south right-of-way line of the Stony Island Avenue connector of the east leg of the Lake Calumet Branch of the Calumet Expressway; S. Stony Island Avenue; the northerly right-of-way line of the east leg of the Lake Calumet Branch of the Calumet Expressway; and a line

100 feet easterly of and parallel to the easterly line of the right of way of the Pullman Railroad,

to those of an R4 General Residence District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification of Area Shown on Map No. 26-D.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M3-3 Heavy Manufacturing District symbols and indications as shown on Map No. 26-D in the area bounded by

a line 1047.25 feet northwest of the center line of S. Doty Avenue; a line drawn from a point 1074.73 feet north of the center line of E. 111th Street and 1047.25 feet northwest of the center line of S. Doty Avenue to a point 650 feet north of the center line of E. 111th Street along the center line of S. Doty Avenue; S. Doty Avenue; and E. 111th Street,

to those of a C2-3 General Commercial District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification of Area Shown on Map No. 26-J.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R2 Single Family Residence District symbols and indications as shown on Map No. 26-J in the area bounded by

a line 713 feet south of W. 107th Street; a line 125 feet east of S. Pulaski Road; a line 722 feet south of W. 107th Street; and S. Pulaski Road,

to those of an R3 General Residence District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification of Area Shown on Map No. 17-O.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 17-O in the area bounded by

N. Northwest Highway; a line drawn from a point 146 feet northwest of W. Devon Avenue along the southwest line of N. Northwest Highway to a point 45 feet northwest of W. Devon Avenue along the northeast line of the alley next southwest of and parallel to N. Northwest Highway; the alley next southwest of and parallel to N. Northwest Highway; and N. Oketo Avenue,

to those of an R4 General Residence District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Failed to Pass*—PROPOSED ORDINANCES FOR AMENDMENT OF CHICAGO ZONING ORDINANCE TO RECLASSIFY PARTICULAR AREAS *(Adverse Committee Recommendations).*

On motion of Alderman Campbell the City Council took up for consideration the report of the Committee on Buildings and Zoning deferred and published on December 23, 1969, pages 7220-7221, recommending that the City Council *do not pass* fourteen proposed ordinances transmitted with the committee's report for amendment of the Chicago Zoning Ordinance to reclassify particular areas.

Alderman Campbell moved to *Concur in* the committee's recommendations. The question in reference to each proposed ordinance thereupon became: *Shall the proposed ordinance Pass, notwithstanding the committee's adverse recommendation?;* and the several questions being so put, *each* of the said proposed ordinances *Failed to Pass,* by yeas and nays as follows: *Yeas*—None; *Nays*—42.

Said proposed ordinances which *Failed to Pass* proposed to amend the Chicago Zoning Ordinance to reclassify particular areas, and are summarized as follows:

To classify as an M1-2 Restricted Manufacturing District instead of an R3 General Residence District the area bounded by

a line 137.3 feet north of W. Grand Avenue; the west line of the Chicago Transit Authority right of way; a line 114.3 feet north of W. Grand Avenue; and the alley next west of and parallel to N. Hermitage Avenue (Map No. 1-H);

To classify as a C1-2 Restricted Commercial District instead of an M1-2 Restricted Manufacturing District the area bounded by

W. Grand Avenue; a line 55 feet east of N. Western Avenue; a line 105 feet south of W. Grand Avenue; the alley next east of and parallel to N. Western Avenue; a line 185 feet south of W. Grand Avenue; and N. Western Avenue (Map No. 1-H);

To classify as a B4-3 Restricted Service District instead of an M1-1 Restricted Manufacturing District the area bounded by

W. Medill Avenue, the C.M. St. P. & P. RR. right of way; N. Nordica Avenue; the alley next north of and parallel to W. Belden Avenue; and N. Neva Avenue (Map No. 5-N);

To classify as a B4-1 Restricted Service District instead of a B3-1 General Retail District the area bounded by

the alley next north of and parallel to W. North Avenue; N. Oak Park Avenue; W. North Avenue; and N. Newcastle Avenue (Map No. 5-N);

To classify as a C2-5 General Commercial District instead of a C1-2 Restricted Commercial District the area bounded by

the alley next north of and parallel to W. Belmont Avenue; the alley next southwest of N. Milwaukee Avenue; the east line of the alley next east of and parallel to N. Pulaski Road, or the line thereof if extended where no alley exists; W. Belmont Avenue; and N. Pulaski Road (Map No. 9-J);

To classify as a B4-2 Restricted Service District instead of an R4 General Residence District the area bounded by

W. Lawrence Avenue; N. Paulina Street; a line 55 feet south of W. Lawrence Avenue; and the alley next west of and parallel to N. Paulina Street (Map No. 11-H);

To classify as an M1-2 Restricted Manufacturing District instead of an R3 General Residence District the area bounded by

a line 166.66 feet north of W. Irving Park Road; the alley next east of and parallel to N. Hermitage Avenue; a line 135 feet north of W. Irving Park Road; and N. Hermitage Avenue (Map No. 11-H);

To classify as an R4 General Residence District instead of an R3 General Residence District the area bounded by

W. 53rd Street; S. Kilbourn Avenue; a line 150 feet south of W. 53rd Street; and the alley next west of and parallel to S. Kilbourn Avenue (Map No. 12-K);

To classify as a B4-2 Restricted Service District instead of a B4-1 Restricted Service District the area bounded by

a line 267.7 feet north of W. Argyle Street; the alley next east of and parallel to N. Harlem Avenue; W. Argyle Street; and N. Harlem Avenue (Map No. 13-N);

To classify as an R4 General Residence District instead of an R2 Single Family Residence District the area bounded by

W. Talcott Avenue; N. Oketo Avenue; a line drawn from a point 700.99 feet south of W. Talcott Avenue along the west line of N. Oketo Avenue to a point 1610.27 feet south of W. Talcott Avenue along the east line of N. Oriole Avenue; and N. Oriole Avenue (Map No. 15-0);

To classify as a B4-3 Restricted Service District instead of a B4-2 Restricted Service District the area bounded by

a line 50 feet north of W. 69th Street; the alley next east of and parallel to S. Green Street; W. 69th Street; and S. Green Street (Map No. 16-G);

To classify as an R4 General Residence District instead of an R3 General Residence District the area bounded by

the alley next south of and parallel to W. Lunt Avenue; N. Hamilton Avenue; the alley next north of and parallel to W. Morse Avenue; and the alley next west of and parallel to N. Hamilton Avenue (Map No. 17-H);

To classify as an R5 General Residence District instead of an R4 General Residence District the area bounded by

a line 100 feet south of W. Howard Street; the alley next east of and parallel to N. Ridge Avenue; a line 200 feet south of W. Howard Street; and N. Ridge Avenue (Map No. 19-H);

To classify as an R4 General Residence District instead of an M1-1 Restricted Manufacturing District the area bounded by

E. 134th Street; S. Indiana Avenue; and the corporate limits of the City of Chicago (Map No. 32-E).

### Part of W. Quincy St. Vacated.

On motion of Alderman Sain the City Council took up for consideration the report of the Committee on Local Industries, Streets and Alleys deferred and published on December 23, 1969, pages 7230-7231, recommending that the City Council pass a proposed ordinance transmitted with the committee's report for the vacation of all that part of W. Quincy Street lying between S. Franklin Street and S. Wacker Drive.

On motion of Alderman Sain said proposed ordinance was *Passed*, by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Kuta, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, Wigoda—42.

*Nays*—None.

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public street described in the following ordinance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That all that part of W. Quincy Street lying South of and adjoining the South line of Lots One (1) to Six (6), both inclusive, and lying North of and adjoining the North line of Lots Nine (9) to Twelve (12), both inclusive, in Block Eighty-three (83) in Subdivision of Blocks Eighty-three (83), Ninety-two (92) and One Hundred Forty (140) in School Section Addition to Chicago of Section Sixteen (16), Township Thirty-nine (39) North, Range Fourteen (14) East of the Third Principal Meridian; and lying North of and adjoining the North line of Lot One (1) and said North line produced East Ten (10) feet, in Pearson's Subdivision of Lots Seven (7) and Eight (8) in Block Eighty-three (83) of School Section Addition to Chicago aforementioned; said part of public street herein vacated being further described as all that part of W. Quincy Street lying between S. Franklin Street and S. Wacker Drive, as colored in red and indicated by the words "TO BE VACATED" on the plat hereto attached, which plat for greater certainty is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The vacation herein provided for is made upon the express condition that within ninety (90) days after the passage of this ordinance, the Chicago Title and Trust Company, Trustee, Trust No. 53194 shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said part of public street hereby vacated, the sum of two million seven hundred sixty-seven thousand five hundred and no/100 dollars ($2,767,500.00), which sum in the judgment of this body will be equal to such benefits; or, in the alternative, the

Chicago Title and Trust Company, Trustee, Trust No. 53194, shall have the option and privilege within ninety (90) days after the passage of this ordinance to enter into an agreement with the City to remove and relocate at the owner's sole expense all existing sewers, water mains and appurtenances thereto, all in accordance with plans and specifications furnished and approved by the City and under the supervision and direction of the City of Chicago, as partial payment of compensation for the benefits which will accrue to the owner of the property abutting said part of public street hereby vacated, together with a payment to the City of Chicago of the sum of one million six hundred forty-five thousand five hundred and no/100 dollars ($1,645,500.00), which sum, together with the cost of removal and relocation of all existing sewers, water mains and appurtenances thereto, as herein provided, in the judgment of this body will be equal to the benefits which will accrue to the owner of the property abutting said part of the public street hereby vacated; and further, shall within ninety (90) days after the passage of this ordinance deposit in the City Treasury of the City of Chicago a sum sufficient to defray all costs of removing paving and curb returns and constructing sidewalk and curb across the entrances to the part of W. Quincy Street herein vacated, similar to the sidewalk and curb in S. Franklin Street and S. Wacker Drive, respectively, at W. Quincy Street. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Streets and Sanitation after such investigation as is requisite.

SECTION 3. This ordinance shall take effect and be in force from and after its passage subject to the conditions of Section Two (2) hereof, provided that the said Chicago Title and Trust Company, Trustee, Trust No. 53194 shall within ninety (90) days after the passage of this ordinance, file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance.

## AMENDMENTS TO ANNUAL APPROPRIATION ORDINANCE FOR YEAR 1970.

Alderman Simon presented the following proposed ordinance:

Be It Ordained by the City Council of the City of Chicago:

Section 1. That the Annual Appropriation Ordinance of the City of Chicago for the Year 1970, as passed by the City Council of the City of Chicago on December 16, 1969, is hereby amended by deleting therefrom, in the Journal of the Proceedings of the City Council of December 16, 1969, on pages 6638-262 under "Department of Environmental Control", the following:

| *Code* | *Position* | *Rate* |
|---|---|---|
| 4610.155 | Rental of Property | $5,000 |

and by inserting in lieu thereof the following:

| *Code* | *Position* | *Rate* |
|---|---|---|
| 4610.155 | Rental of Property | $2,300 |

Section 2. This ordinance shall take effect immediately upon its passage and due publication.

Alderman Keane moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed ordinance. The motion *Prevailed.*

Alderman Simon moved to pass said proposed ordinance. The motion was *Lost,* by yeas and nays as follows:

Yeas—Aldermen Simon, McCutcheon, Singer, Hoellen—4.

*Nays*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, Fifielski, Kerwin, Wigoda—36.

Alderman Rayner presented the following proposed ordinance:

Whereas, The Gang Intelligence Unit has operated repressively, has damaged the City, has prevented the full development and acceptance of adolescents as members of society, and has failed even to reduce crimes it was allegedly created to check; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

Section 1. The Annual Appropriation Ordinance for the Year 1970 is amended by striking the following:

| *Page* | *Code* | *Title* | | |
|---|---|---|---|---|
| 217 | 9167 | Patrolman (assigned as Detective) .......... | 152 | |
| | 9165 | Patrolman .............................. | 135 | |
| | 4131 | (Inspection Services $9,122,516) ........... | 382 | $ 4,748,214 |
| 223 | | (Totals at end of page:) .................. | 15,991 | $174,641,824 |
| | | Less Turnover .......................... | | 3,075,203 |
| | | | | $171,566,621 |
| 202 | .005 | Salaries and Wages—on Payroll ........... | | $169,193,725 |
| | *4110.000 | For Personal Services .................... | | $180,211,233 |
| 203 | | *Total for Department of Police ............ | | $190,992.514 |

and substituting, respectively, for said items, the following:

| *Page* | *Code* | *Title* | | |
|---|---|---|---|---|
| 217 | 9167 | Patrolman (assigned as Detective) .......... | 52 | |
| | 9165 | Patrolman .............................. | 35 | |
| | 4131 | (Inspection Services $6,609,716) ........... | 182 | $ 2,235,414 |
| 223 | | (Totals at end of Page:) .................. | 15,791 | $172,129,024 |
| | | Less Turnover .......................... | | 3,075,203 |
| | | | | $169,053,521 |
| 202 | .005 | Salaries and Wages—on Payroll ........... | | $166,680,925 |
| | *4110.000 | For Personal Services .................... | | $177,698,435 |
| 203 | | *Total for Department of Police ............ | | $188,479,714 |

Section 2. This ordinance shall be in full force and effect from and after its passage.

Alderman Keane moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed ordinance. The motion *Prevailed.*

Alderman Rayner then moved to pass said proposed ordinance. The question then being put on the passage of the pending proposed ordinance, the motion was *Lost,* by yeas and nays as follows:

*Yeas*—Aldermen Despres, Rayner, Singer—3.

*Nays*—Aldermen Roti, Hubbard, Metcalfe, Holman, Bohling, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Kuta, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Fifielski, Kerwin, Hoellen, Wigoda—39.

—

Alderman Despres presented the following:

> Motion to bring up for immediate consideration and adoption seriatim the eight amendments to the Annual Appropriation Ordinance for the Year 1970 set forth at pages 7236 and 7237 (excluding the last amendment in the second column of page 7237 referring to the Executive Director, the Economic and Cultural Development Committee).

Alderman Keane raised a point of order that the above referred to amendments are presently before the Committee on Finance for consideration. Therefore, said motion is improper and out of order.

The Chair declared the point of order *well-taken.*

Alderman Despres Appealed the ruling of the Chair.

The Chair then declared the question to be *"Shall the decision of the Chair be sustained?"*. The decision of the Chair was *Sustained.*

—

Alderman Simon presented the following proposed ordinance:

Be It Ordained by the City Council of the City of Chicago:

Section 1. That the Annual Appropriation Ordinance of the City of Chicago for the Year 1970, as passed by the City Council of the City of Chicago on December 16, 1969, is hereby amended by deleting therefrom, in the Journal of the Proceedings of the City Council of December 16, 1969, on page 6638-63 under "Mayor's Committee for Economic and Cultural Development", the following:

| *Code* | *Position* | *No.* | *Rate* |
|---|---|---|---|
| 9739 | Executive Director, Economic and Cultural Development Committee .............. | 1 | $24,500 |

and by inserting in lieu thereof the following:

| *Code* | *Position* | *No.* | *Rate* |
|---|---|---|---|
| 9739 | Executive Director, Economic and Cultural Development Committee .............. | 1 | $23,500 |

Section 2. This ordinance shall take effect immediateiy upon its passage and due publication.

Alderman Keane moved that said proposed ordinance be *Referred to the Committee on Finance.* The motion *Prevailed.*

# MISCELLANEOUS BUSINESS.

**Time Fixed for Next Succeeding Regular Meeting.**

By unanimous consent Alderman Keane thereupon presented a proposed ordinance which reads as follows:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the next succeeding regular meeting of the City Council of the City of Chicago to be held after the regular meeting held on Tuesday, the thirtieth (30th) day of December, 1969, at 10:00 A.M., be and the same is hereby fixed to be held on Monday, the fifth (5th) day of January, 1970, at 2:00 P.M., in the Council Chamber in the City Hall.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Kuta, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, Wigoda—42.

*Nays*—None.

## ADJOURNMENT.

Thereupon Alderman Keane moved that the City Council do *Adjourn.* The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Monday, January 5, 1970, at 2:00 P.M., in the Council Chamber in the City Hall.

John C Marcin

JOHN C. MARCIN,
*City Clerk.*

*(Published by Authority of the City Council of the City of Chicago)*

COPY

# JOURNAL *of the* PROCEEDINGS

OF THE

# CITY COUNCIL

OF THE

# CITY OF CHICAGO, ILLINOIS

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## Regular Meeting—Monday, January 5, 1970

**at 2:00 P.M.**

*(Council Chamber—City Hall—Chicago, Illinois)*

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## OFFICIAL RECORD.

### Attendance at Meeting.

*Present*—Honorable Richard J. Daley, Mayor, and Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling.

*Absent*—Aldermen Marzullo, Fried.

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### Call to Order.

On Monday, January 5, 1970, at 2:00 P.M. (the day and hour appointed for the meeting) Honorable Richard J. Daley, Mayor, called the City Council to order. John C. Marcin, City Clerk, called the roll of members and it was found that there were present at that time: Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Collins, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—44.

Quorum present.

### Invocation.

Rev. Father Eugene Durkin, Associate Pastor, Holy Name Cathedral, opened the meeting with prayer.

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### JOURNAL (December 19, 1969).

The City Clerk submitted the printed Official Journal of the Proceedings of the special meeting held on Friday, December 19, 1969, at 10:00 A.M., signed by him as such City Clerk.

Alderman Wigoda moved to *Approve* said printed Official Journal and to dispense with the reading thereof. The question being put, the motion *Prevailed.*

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### JOURNAL (December 30, 1969).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on Tuesday, December 30, 1969, at 10:00 A.M., signed by him as such City Clerk.

Alderman Wigoda moved to *Approve* said printed Official Journal and to dispense with the reading thereof. The question being put, the motion *Prevailed.*

# REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

## *CITY COUNCIL INFORMED AS TO MISCELLANEOUS DOCUMENTS FILED OR RECEIVED IN CITY CLERK'S OFFICE.*

John C. Marcin, City Clerk, informed the City Council that documents have been filed or received in his office, relating to the respective subjects designated, as follows:

### *Proclamation.*

A proclamation of Honorable Richard J. Daley, Mayor, designating time for special observance, as follows:

"Kiwanis Anniversary Day in Chicago": January 21, 1970.

### *State Approval of Ordinance Increasing Funds for Redecking, Etc. of Existing W. Adams St. Bridge.*

Also a communication from G. T. March, District Engineer, dated December 30, 1969, stating that the Department of Public Works and Buildings of the State of Illinois has approved the ordinance passed by the City Council on December 16, 1969, appropriating additional funds for the redecking, etc. of existing W. Adams Street Bridge (Section Adams Street 1010.1-CS over South Branch of Chicago River).

## *CITY COUNCIL INFORMED AS TO CERTAIN ACTIONS TAKEN.*

### *Pamphlet Publication of Ordinances.*

The City Clerk informed the City Council that all those ordinances which were passed by the City Council on December 30, 1969, and which were required by statute to be published in book or pamphlet form or in one or more newspapers, were published in pamphlet form on January 5, 1970 by being printed in full text in printed pamphlet copies of the Journal of the Proceedings of the City Council of the regular meeting held on December 30, 1969 [published by authority of the City Council in accordance with the provisions of Section 5-5 of the Municipal Code of Chicago, as passed on December 22, 1947], which printed pamphlet copies were delivered to the City Clerk on January 5, 1970.

### *Newspaper Publication of Ordinances.*

The City Clerk further informed the City Council that he had published in *Chicago Today*, a newspaper of general circulation published in the City of Chicago on January 3, 1970, the following ordinances passed by the City Council on December 30, 1969:

An Ordinance Amending Section 4 of "An Ordinance authorizing the issue of $5,500,000 Electric Lighting System Bonds of the City of Chicago and providing for the levy of taxes for the payment thereof";

An Ordinance Amending Section 4 of "An Ordinance authorizing the issue of $8,000,000 Garbage and Refuse Disposal Bonds of the City of Chicago and providing for the levy of taxes for the payment thereof";

An Ordinance Amending Section 4 of "An Ordinance authorizing the issue of $7,000,000 Garbage and Refuse Disposal Bonds of the City of Chicago and providing for the levy of taxes for the payment thereof";

An Ordinance Amending Section 4 of "An Ordinance authorizing the issue of $21,000,000 Municipal Building Bonds of the City of Chicago and providing for the levy of taxes for the payment thereof";

An Ordinance Amending Section 4 of "An Ordinance authorizing the issue of $12,000,000 Municipal Bonds of the City of Chicago and providing for the levy of taxes for the payment thereof";

An Ordinance Amending Section 4 of "An Ordinance authorizing the issue of $19,000,000 Public Transportation Bonds of the City of Chicago and providing for the levy of taxes for the payment thereof";

An Ordinance Amending Section 4 of "An Ordinance authorizing the issue of $28,000,000 Sewer Bonds of the City of Chicago and providing for the levy of taxes for the payment thereof".

## *MISCELLANEOUS COMMUNICATIONS, REPORTS, ETC. REQUIRING COUNCIL ACTION (TRANSMITTED TO CITY COUNCIL BY CITY CLERK).*

The City Clerk transmitted communications, reports, etc., relating to the respective subjects listed below, which were acted upon by the City Council in each case in the manner noted, as follows:

### *Court Decision.*

A communication from the Department of Law, signed by Edmund Hatfield, Assistant Corporation Counsel, and Marvin E. Aspen, Head of Appeals and Review Division, advising the City Council that on December 8, 1969 the Appellate Court of Illinois rendered its opinion in the cause entitled *City of Chicago, a Municipal Corporation, Plaintiff-Appellee vs. Bernadine Harmon, Defendant-Appellant, Appellate Court No. 52433,* reversing and remanding the judgment of the Circuit Court denying the defendant's motion for a new trial. Defendant was convicted of disorderly conduct and fined $25.00 by the trial court. When defendant could not pay her fine, she was committed to the House of Correction to work off the fine at the rate of $5.00 per day. Defendant was not represented by counsel during the lower court proceeding, nor was she allowed to make a telephone call upon arrest after she was taken to the Fillmore Street Police Station. After a relative paid the defendant's fine and she was released from the House of Correction, she enlisted the services of a Legal Aid attorney who presented on her behalf a motion for a new trial which was denied. When defendant appealed to the Appellate Court on constitutional questions, the cause was transferred to the Supreme Court, which is so provided by Illinois Constitution, directly; the Supreme Court concluded that defendant's constitutional rights had not been violated. However, on reassignment to the Appellate Court the cause was reversed and remanded solely on the ground that the defendant had been denied due process of law by virtue of incommunicado detention.—*Placed on File.*

*Claims against City of Chicago.*

Also claims against the City of Chicago, which were *Referred to the Committee on Finance,* filed by the following:

James Bradford, Calvin Butler, Daniel M. Chuick, Jack L. Cohen, Albert Curtis, Alice Felisian, Arthur J. Gahan, Victor Gondra, Nicy Hadley, Max C. Hohl, Robert E. Jeffries, Joe Kirschner, John C. Meiszner, Jimmie Prier, John Proce, Estate Of John L. Richards, State Farm Insurance and Robert Bessent, Billie W. Thompson, Zurich Insurance Co. and Thomas P. Mongoven.

*Settlements of Suits with Entries of Judgments against City.*

Also a report from the Corporation Counsel addressed to the City Council under date of December 31, 1969 (signed by Brian M. Kilgallon, Assistant Corporation Counsel), as to suits against the City of Chicago in which settlements were made and judgments entered.—*Referred to the Committee on Finance.*

# REPORTS OF COMMITTEES.

Committee reports were submitted as indicated below. *No request under the statute was made by any two aldermen present to defer any of said reports for final action thereon, to the next regular meeting of the Council, except where otherwise indicated.*

## COMMITTEE ON FINANCE.

### Transfers of Funds in Appropriations Authorized and Directed.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, to authorize and direct transfers of funds in certain appropriations.

On motion of Alderman Keane the said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—46.

*Nays*—None.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City Comptroller and the City Treasurer are authorized and directed to make the following transfers of funds for the year 1969. The department heads making the requests for these transfers have certified that such transfers from the accounts shown will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1969, payable from such appropriations:

| *From Account* | *Purpose* | *Amount* | *To Account* | *Purpose* | *Amount* |
|---|---|---|---|---|---|
| MAYOR'S DIRECTOR OF DATA PROCESSING—DATA CENTER | | | | | |
| 100.1150.005 | Salaries and Wages—on Payroll | $ 75,000.00 | 100.1150.149 | Other Professional and Technical Services | $ 75,000.00 |
| DEPARTMENT OF POLICE | | | | | |
| 100.4110.450 | Vehicles | 100,000.00 | 100.4110.162 | Repair or Maintenance of Equipment | 100,000.00 |
| 100.4110.340 | Materials and Supplies | 20,630.88 | 100.4110.940 | Pension contributions for members in the military service | 20,630.88 |
| DEPARTMENT OF PUBLIC WORKS | | | | | |
| 100.6413.005 | Salaries and Wages—on Payroll | 15,000.00 | 100.6414.160 | Repair or Maintenance of Property | 20,000.00 |
| 100.6429.005 | Salaries and Wages—on Payroll | 5,000.00 | | | |

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### Approval Given to Mayor's Appointments of Mrs. Barbara Fiske and James Zartman as Members of Mayor's Commission on Human Relations.

The Committee on Finance submitted the following report:

CHICAGO, January 5, 1970.

*To the President and Members of the City Council:*

Your Committee on Finance to which was referred a communication dated December 30, 1969 from the Mayor transmitting a communication requesting the Council approval of the appointment of Mrs. Barbara Fiske and James Zartman as members of the Mayor's Commission on Human Relations having had the same under advisement, begs leave to report and recommend that Your Honorable Body concur and approve the appointments of Mrs. Barbara Fiske and James Zartman as members of the Mayor's Commission on Human Relations.

This recommendation was concurred in by 35 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) THOMAS E. KEANE,
*Chairman.*

On motion of Alderman Keane the committee's recommendation was Concurred In and said appointments of Mrs. Barbara Fiske and James Zartman were *Approved,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—46.

*Nays*—None.

### Approval Given to Site Designation by Public Building Commission of Chicago (Vicinity of W. Van Buren and S. Loomis Sts.) for Near West Side High School (Project BE-4).

The Committee on Finance submitted a report recommending that the City Council adopt the following proposed resolution transmitted therewith:

*Near West Side High School*
*(Project BE-4).*

WHEREAS, The Legislature of the State of Illinois passed an Act to authorize the creation of Public Building Commissions and to define their rights, powers and duties, approved July 5, 1955, as amended; and

WHEREAS, The Legislature found and declared it to be necessary and desirable to make possible the construction, acquisition or enlargement of public improvements, buildings and facilities at convenient locations within the county seats and municipalities for use by governmental agencies in the furnishing of essential governmental, health, safety and welfare services to its citizens; and

WHEREAS, The Board of Education of the City of Chicago has requested the Public Building Commission of Chicago to undertake an emergency program involving the construction, alteration, repair, renovation and rehabilitation of public schools in the City of Chicago; and

WHEREAS, The Chicago Park District has similarly requested the Public Building Commission of Chicago, that in conjunction with new schools, related park facilities be constructed, to the end that full utilization may be made of the property and facilities for the benefit of school children during school terms and for the general public during non-school hours and other periods; and

WHEREAS, The Department of Development and Planning of the City of Chicago, in accordance with the comprehensive plan for the City of Chicago and in cooperation with the Board of Education of the City of Chicago and the Chicago Park District, has recommended and approved, and the Public Building Commission of Chicago, pursuant to the provisions of said Public Building Commission Act, has selected, located and designated the following-described site, lying wholly within the territorial limits of the City of Chicago, as a site to be acquired for the erection and construction of a Near West Side high school, containing grades 9 through 12, to serve approximately 4,000 pupils, known as Project BE-4, together with park, recreational, and playground facilities:

> Blocks 9, 17, 18 and 21 in Canal Trustees' Subdivision of the West Half (W. ½) and the West Half of the Northeast Quarter (W. ½ NE. ¼) of Section 17, Township 39 North, Range 14 East of the Third Principal Meridian, Cook County, Illinois,

including all reversionary interests in the whole of S. Loomis Street lying between the South line of W. Monroe Street and the north line of W. Adams Street, and also including easements and reversionary interests in the other streets, alleys and other public places, and has requested, pursuant to the requirements of Section 14 of said Public Building Commission Act, that the City Council of the City of Chicago approve said site so selected, located and designated;

*Now, Therefore, Be It Resolved,* That the City Council of the City of Chicago does hereby approve the following site, heretofore selected, located and designated by the Public Building Commission of Chicago, as a site to be acquired for the erection and construction of a Near West Side High School, containing grades 9 through 12, to serve approximately 4,000 pupils, known as Project BE-4, together with park, recreational and playground facilities:

> Blocks 9, 17, 18 and 21 in Canal Trustees' Subdivision of the West Half (W. ½) and the West Half of the Northeast Quarter (W. ½ NE. ¼) of Section 17, Township 39 North, Range 14 East of the Third Principal Meridian, Cook County, Illinois,

including all reversionary interests in the whole of S. Loomis Street lying between the south line of W. Monroe Street and the north line of W. Adams Street, and also including easements and reversionary interests in the other streets, alleys and other public places.

On motion of Alderman Keane the foregoing proposed resolution was *Adopted,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—46.

*Nays*—None.

### Approval Given to Site Designation by Public Building Commission of Chicago for New Middle School in Austin Community (Project BE-11).

The Committee on Finance submitted a report recommending that the City Council adopt the following proposed resolution transmitted therewith:

*Middle School*
*Austin Community*
*(Project BE-11).*

WHEREAS, The Legislature of the State of Illinois passed an Act to authorize the creation of Public Building Commissions and to define their rights, powers, and duties, approved July 5, 1955, as amended; and

WHEREAS, The Legislature found and declared it to be necessary and desirable to make possible the construction, acquisition, or enlargement of public improvements, buildings and facilities to be made available for use by governmental agencies with the intent and purpose of centralizing, insofar as is practicable, the activities of the different branches of government and to make possible the construction, acquisition or enlargement of public improvements, buildings and facilities at convenient locations within the county seats and municipalities for use by governmental agencies in the furnishing of essential governmental, health, safety and welfare services to its citizens; and

WHEREAS, Pursuant to the provisions of said Public Building Commission Act, the Public Building Commission of Chicago did select, locate and designate the following-described area, lying wholly within the territorial limits of the City of Chicago, as a site to be acquired for the erection and construction of a middle school, together with park, recreational and playground facilities, known as Project BE-11:

> Area bounded on the west by S. Laramie Avenue; on the north by W. Harrison Street; on the south by W. Flournoy Street; and on the east by a line parallel to and 935 feet east of the east line of S. Laramie Avenue,

including easements and reversionary interests in the streets, alleys and other public places, and has requested, pursuant to the requirements of Section 14 of said Public Building Commission Act, that the City Council of the City of Chicago approve said site so selected, located and designated;

*Now, Therefore, Be It Resolved,* That the City Council of the City of Chicago does hereby approve the following site, heretofore selected, located and designated by the Public Building Commission of Chicago, as a site to be acquired for the erection and construction of a middle school, together with park, recreational and playground facilities, known as Project BE-11:

> Area bounded on the west by S. Laramie Avenue; on the north by W. Harrison Street; on the south by W. Flournoy Street; and on the east by a line parallel to and 935 feet east of the east line of S. Laramie Avenue,

including easements and reversionary interests in the streets, alleys and other public places.

On motion of Alderman Keane the foregoing proposed resolution was *Adopted,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—46.

*Nays*—None.

### Approval Given to Site Designation by Public Building Commission for 55th and Lowe Elementary School for Public Facility (Project BE-14).

The Committee on Finance submitted a report recommending that the City Council adopt the following proposed resolution transmitted therewith:

*55th and Lowe Elementary School*
*(Project BE-14).*

WHEREAS, The Legislature of the State of Illinois passed an Act to authorize the creation of Public Building Commissions and to define their rights, powers and duties, approved July 5, 1955, as amended; and

WHEREAS, The Legislature found and declared it to be necessary and desirable to make possible the construction, acquisition or enlargement of public improvements, buildings and facilities at convenient locations within the county seat and municipalities for use by governmental agencies in the furnishing of essential governmental, health, safety and welfare services to its citizens; and

WHEREAS, The Board of Education of the City of Chicago has requested the Public Building Commission of Chicago to undertake an emergency program involving the construction, alteration, repair, renovation and rehabilitation of public schools in the City of Chicago; and

WHEREAS, The Chicago Park District has similarly requested the Public Building Commission of Chicago, that in conjunction with new schools, related park facilities to be constructed, to the end that full utilization may be made of the property and facilities for the benefit of school children during school terms and for the general public during non-school hours and other periods; and

WHEREAS, The Department of Development and Planning of the City of Chicago, in accordance with the comprehensive plan for the City of Chicago and in cooperation with the Board of Education of the City of Chicago and the Chicago Park District, has recommended and approved, and the Public Building Commission of Chicago, pursuant to the provisions of said Public Building Commission Act, has selected, located and designated the following-described site, lying wholly within the territorial limits of the City of Chicago, as a site to be acquired for the erection and construction of a 55th and Lowe elementary school, containing grades 6 through 8, to serve approximately 1,500 pupils, known as Project BE-14, together with park, recreational and playground facilities:

> That certain tract of land in the City of Chicago, County of Cook, Illinois, bounded on the north by W. Garfield Boulevard; on the east by the right of way of the Chicago and Western Indiana

> Railroad; on the south by W. 57th Street; and on the west by S. Lowe Avenue,

including easements and reversionary interests in the streets, alleys and other public places, and has requested, pursuant to the requirements of Section 14 of said Public Building Commission Act, that the City Council of the City of Chicago approve said site so selected, located and designated;

*Now, Therefore, Be It Resolved,* That the City Council of the City of Chicago does hereby approve the following site, heretofore selected, located and designated by the Public Building Commission of Chicago as a site to be acquired for the erection and construction of a 55th and Lowe elementary school, containing grades 6 through 8, to serve approximately 1,500 pupils, known as Project BE-14, together with park, recreational and playground facilities:

> That certain tract of land in the City of Chicago, County of Cook, Illinois, bounded on the north by W. Garfield Boulevard; on the east by the right of way of the Chicago and Western Indiana Railroad; on the south by W. 57th Street; and on the west by S. Lowe Avenue,

including easements and reversionary interests in the streets, alleys and other public places.

On motion of Alderman Keane the foregoing proposed resolution was *Adopted,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—46.

*Nays*—None.

### Approval Given to Site Designation by Public Building Commission of Existing Farragut High School for Renovation and Reconstruction as Public Facility (Project BE-19).

The Committee on Finance submitted a report recommending that the City Council adopt the following proposed resolution transmitted therewith:

*Farragut High School*
*(Project BE-19).*

WHEREAS, The Legislature of the State of Illinois passed an Act to authorize the creation of Public Building Commissions and to define their rights, powers, and duties, approved July 5, 1955, as amended; and

WHEREAS, The Legislature found and declared it to be necessary and desirable to make possible the construction, acquisition, or enlargement of pubic improvements, buildings and facilities to be made available for use by governmental agencies with the intent and purpose of centralizing, insofar as is practicable, the activities of the different branches of government and to make possible the construction, acquisition or enlargement of public improvements, buildings and facilities at convenient locations within the county seats and municipalities for use by governmental agencies in the furnishing of essential governmental, health, safety and welfare services to its citizens; and

WHEREAS, Pursuant to the provisions of said Public Building Commission Act, the Public Building Commission of Chicago did select, locate and designate the following-described area, lying wholly within the territorial limits of the City of Chicago, as a site to be acquired for the erection and construction of a high school to serve approximately 2,500 students, known as Project BE-19, together with park, recreational and playground facilities:

> Block bounded by W. 23rd Street, S. Spaulding Avenue, W. 24th Street and S. Christiana Avenue,

and has requested, pursuant to the requirements of Section 14 of said Public Building Commission Act, that the City Council of the City of Chicago approve said site so selected, located and designated;

*Now, Therefore, Be It Resolved,* That the City Council of the City of Chicago does hereby approve the following site, heretofore selected, located and designated by the Public Building Commission of Chicago, as a site to be acquired for the erection and construction of a high school to serve approximately 2,500 students, known as Project BE-19, together with park, recreational and playground facilities:

> Block bounded by W. 23rd Street, S. Spaulding Avenue, W. 24th Street and S. Christiana Avenue.

On motion of Alderman Keane the foregoing proposed resolution was *Adopted,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—46.

*Nays*—None.

### City Comptroller Authorized and Directed to Cancel Warrants for Collection Issued against Certain Charitable, Educational and Religious Institutions.

The Committee on Finance to which had been referred (December 30, 1969) four proposed orders for cancellation of certain warrants for collection issued against specified charitable, educational and religious institutions, submitted reports recommending that the City Council pass the following substitute proposed order:

*Ordered,* That the City Comptroller is hereby authorized and directed to cancel specified warrants for collection issued against certain charitable, educational and religious institutions, as follows:

| *Name and Address* | *Warrant No. and Type of Inspection* | *Amount* |
|---|---|---|
| Bethany Methodist Church, No. 5030 N. Ashland Av. | D1-31996 (Sign) | $32.00 |
| Northwest Home for the Aged, No. 2942 W. Palmer St. | A1-13710 (Steel Curtain) | 11.50 |

| *Name and Address* | *Warrant No. and Type of Inspection* | *Amount* |
|---|---|---|
| Ravenswood Hospital Medical Center, No. 1917 W. Wilson Av. | D1-32391 (Sign) | $27.00 |
| | A1-12497 (Elev.) | 46.00 |
| The South Side Hebrew Congregation, No. 7359 S. Chappel Av. | A1-13674 (Steel Curtain) | 11.50. |

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—46.

*Nays*—None.

## Authority Granted for Issuance of Free Permits and License Fee Exemptions for Certain Charitable, Educational and Religious Institutions.

The Committee on Finance to which had been referred (December 30, 1969) sundry proposed ordinances transmitted therewith to authorize issuance of free permits and license fee exemptions for certain charitable, educational and religious institutions, submitted reports recommending that the City Council pass said proposed ordinances.

On separate motions made by Alderman Keane *each* of the said proposed ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—46.

*Nays*—None.

Said ordinances as passed read respectively as follows (the Italic heading in each case not being a part of the ordinance):

### FREE PERMITS

### *Foster Avenue Baptist Church*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Buildings, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Water and Sewers and the Commissioner of Health, are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary to Foster Avenue Baptist Church, No. 5152 N. Meade Avenue, for construction of new church buildings, for all electrical work, and for the use of water in conjunction with such project on premises at the southeast corner of W. Foster and N. Moody Avenues.

Said buildings shall be used exclusively for religious and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

### LICENSE FEE EXEMPTIONS

### *Homes*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 136-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following homes are hereby exempted from payment of the annual license fee provided in Section 136-4, for the year 1970:

Drexel Home, Inc., No. 6140 S. Drexel Av.

Park View Home (Rose Eisenberg Memorial), No. 1401 N. California Av.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Hospitals*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago, the following hospitals that are not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1970:

Ravenswood Hospital Medical Center, No. 1931 W. Wilson Av.

Roosevelt Memorial Hospital, No. 426 W. Wisconsin St.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

## Authority Granted for Issuance of Certificates of Cancellation in Settlement of City's Special-Assessment Claims against Specified Parcels of Property.

The Committee on Finance submitted a report recommending that the City Council pass seven proposed ordinances transmitted therewith, to authorize settlement of City's special assessment claims against specified parcels of property.

On separate motions made by Alderman Keane *each* of the said proposed ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—46.

*Nays*—None.

Said ordinances as passed read respectively as follows (the Italic heading in each case not being a part of the ordinance):

*Compromise Settlement with John A. Hennessey (No. 11801 S. Honore St.).*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $96.42, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from John A. Hennessey, to compromise the City's claim for the sum of $135.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $135.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said John A. Hennessey, certificates of cancellation of special assessment liens against:

Lot Thirty-seven (37) Block Fourteen (14) Vincennes Road Addition, a Sub. of the West half (W½) Southeast quarter (SE¼) and East half (E½) Southwest quarter (SW¼) East of Dummy Road, Original Block 30 Washington Heights, now vacated, Section 19, Township 37 North, Range 14 East of the Third Principial Meridian, in Cook County, Illinois;

for the nonpayment of the Second, Third and Fourth Installments of Special Assessment Warrant No. 47851 and the Flat Installment of Special Assessment Warrant No. 53038.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

*Compromise Settlement with John A. Hennessey (No. 11807 S. Honore St.).*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $39.72, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from John A. Hennessey, to compromise the City's claim for the sum of $50.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $50.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said John A. Hennessey, certificates of cancellation of special assessment liens against:

North half (N½) Lot Nineteen (19) Block Fifteen (15) Vincennes Road Addition, a Sub. of the West half (W½) Southeast quarter (SE¼) and East half (E½) Southwest quarter East of Dummy Road, Original Block 30, Washington Heights, now vacated, Section 19, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

for the nonpayment of the Flat Installment of Special Assessment Warrant No. 53038.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

*Compromise Settlement with John A. Hennessey (No. 9525 S. Princeton Av.).*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $61.23, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from John A. Hennessey, to compromise the City's claim for the sum of $85,00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $85.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said John A. Hennessey, certificates of cancellation of special assessment liens against:

Lot Fifteen (15) Block Two (2) John H. Gays Subdivision, (Except West 67 feet) North half (N½) Northwest quarter (NW¼) Northeast quarter (NE¼) Section 9, Township 37 North, Range 14 East of the Third Principal Meridian;

for the nonpayment of the First and Second Installments of Special Assessment Warrant No. 50959 and the Flat Installment of Special Assessment Warrant No. 52725.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

*Compromise Settlement with John A. Hennessey (No. 11749 S. Watkins Av.).*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $39.72, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from John A. Hennessey, to compromise the City's claim for the sum of $50.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $50.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said John A. Hennessey, certificates of cancellation of special assessment liens against:

Lot Twenty-two (22) Block Two (2) Millers Re-Sub. of Block Eight (8) Vincennes Road Addition, a Sub. of the West half (W½) Southeast quarter (SE¼) and East half (E½) Southwest quarter (SW¼) East of Dummy Road, Original Block 30 Washington Heights, now vacated, Section 19, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

for the nonpayment of the Flat Installment of Special Assessment Warrant No. 53038.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with John A. Hennessey (No. 11827 S. Wolcott Av.).*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $39.72, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from John A. Hennessey, to compromise the City's claim for the sum of $50.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $50.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said John A. Hennessey, certificates of cancellation of special assessment liens against:

> North half (N½) Lot Thirty-three (33) Block Fourteen (14) Vincennes Road Addition, a Sub. of the West half (W½) Southeast quarter (SE¼) and East half (E½) Southwest quarter (SW¼) East of Dummy Road, Original Block 30, Washington Heights, Section 19, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

for the nonpayment of the Flat Installment of Special Assessment Warrant No. 53038.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with John A. Hennessey (No. 11829 S. Wolcott Av.).*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $39.72, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from John A. Hennessey, to compromise the City's claim for the sum of $50.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $50.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said John A. Hennessey, certificates of cancellation of special assessment liens against:

> South half (S½) Lot Thirty-three (33) Block Fourteen (14) Vincennes Road Addition, a Sub. of the West half (W½) Southeast quarter, East of Dummy Road, Original Block 30, Washington Heights now vacated, Section 19, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

for the nonpayment of the Flat Installment of Special Assessment Warrant No. 53038.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with John A. Hennessey (No. 11839 S. Wolcott Av.).*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $39.72, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from John A. Hennessey, to compromise the City's claim for the sum of $50.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $50.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said John A. Hennessey, certificates of cancellation of special assessment liens against:

> Lot Thirty-seven (37) Block Fourteen (14) Vincennes Road Addition, a Sub. of the West half (W½) Southeast quarter (SE¼) and East half (E½) Southwest quarter (SW¼) East of Dummy Road, Original Block 30 Washington Heights, now vacated, Section 19, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

for the nonpayment of the Flat Installment of Special Assessment Warrant No. 53038.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

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## City Comptroller Authorized and Directed to Advertise for Sale Certain Vacant and Partially Improved City-Owned Property at N.W. Cor. S. Indiana Av. and E. 14th St.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant and partially improved City property an area approximately 192.76 feet on E. 14th Street, and 274.10 feet on S. Indiana Avenue, partially improved with a two-story brick building, approximately 66.20 feet by 70.54 feet, fronting on Indiana Avenue which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

> Lot 32 in Block 15 in Herrington's Addition to Chicago in the Northwest Fractional ¼ of Section 22, Township 39 North, Range 14 East of the Third Principal Meridian.
>
> *also*
>
> Lot 10 in James D. Sherman's Subdivision of Block 12 in Assessor's Division of Northwest ¼ of Section 22, Township 39 North, Range 14 East of the Third Principal Meridian, and of Lots 1 and 2 in Block 15 in said Herrington's Addition to Chicago.
>
> *also*
>
> That part of Lot "A" in said James D. Sherman's Subdivision lying North of the Westerly extension of the South Line of said Lot 32, and that part of the 18-ft. public alley in said Herrington's Addition, lying East and adjoining said Lot "A" and lying North of the Westerly extension of the South Line of said Lot 32, in Cook

County, Illinois (commonly known as N. W. cor. of S. Indiana Av. and E. 14th St., Chicago, Illinois).

Bids for purchase of said property are hereby solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms and time for reception of bids for said property.

SECTION 2. This ordinance shall take effect and be in full force from and after the date of its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—46.

*Nays*—None.

### City Comptroller Authorized to Advertise for Sale Certain Improved City-Owned Property at No. 2049 W. Washington Blvd.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of improved City property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago:

Lot 16 (except the East 20.1 feet thereof) and all of Lot 17 in Brown and Wilcox's Subdivision of Block 60 in the Canal Trustees' Subdivision of Section 7, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, improved with a two-story and basement brick building. Approximately 39.9 feet by 124.25 feet, commonly known as 2049 W. Washington Boulevard.

Restrictions as shown on the plat of the Subdivision of Block 60, recorded August 23, 1849 as Document 23413, that the north 12 feet of premises in question and other property shall be kept as an open court for ornamental purposes to be kept clear of all buildings forever. Agreement recorded March 20, 1884 as Document 532163 for a party wall on the east side of premises and the property east and adjoining premises.

Also subject to existing lease expiring December 31, 1971.

Bids for purchase of said property are hereby solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms and time for reception of bids for said property.

SECTION 2. This ordinance shall take effect and be in full force from and after the date of its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—46.

*Nays*—None.

### Acceptance of High Bid Authorized for Sale of City-Owned Property at S.W. Cor. W. Congress Pkwy. and S. Oakley Blvd. (Eisenhower Expressway Parcel 591).

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (referred to the committee on December 16, 1969):

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The City of Chicago hereby accepts the bid of Forward Realty Development Corporation to purchase for the sum of $4,000.00, the City-owned vacant property described as follows:

That part of the North 14.50 feet of Lot 45 and of Lot 46 taken as one tract in Sub-block 1 in Subdivision of Lots 1 to 12 inclusive of Block 12 in Rockwells Addition to Chicago in the West half of the Northwest quarter of Section 18, Township 39 North, Range 14 East of the Third Principal Meridian described as follows:

Commencing at the southwest corner of said tract; thence North along the West line of said tract 25.37 feet to a point 10.87 feet North of the southwest corner of Lot 46; thence Easterly in a straight line 112.45 feet, more or less, to a point which is 6.48 feet North of the South line of said Lot 46 and 14.46 feet West of the East line thereof; thence Southeasterly along the arc of a circle of 15 feet radius, convex to the Northeast and tangent to the last described line to the point of tangency with the East line of said Lot 45; thence South along the East line of said Lot 45, 6.028 feet, more or less, to a point on the South line of the North 14.50 feet of said Lot 45; thence West along said South line to the place of beginning, all in Cook County, Illinois, commonly known as the southwest corner of W. Congress Parkway and S. Oakley Boulevard, Eisenhower Expressway Parcel 591.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest Quitclaim Deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of $400.00 submitted by said bidder to the City Comptroller, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—46.

*Nays*—None.

## Authority Granted for Acquisition of Parcels No. E-1 and No. E-2 Needed for New Fire Station Sites.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

*Ordered,* That the Corporation Counsel, in accordance with his recommendation of December 19, 1969, is hereby authorized to acquire the following-described property needed for a Fire Station site, to wit:

*Parcel No. E-1*

Lots 36 through 39, inclusive, in Subdivision of Block 39 in Sheffield's Addision to Chicago, Section 31, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois,

in the amount of twenty thousand and no/100 dollars ($20,000.00) plus court costs, and the City Comptroller and the City Treasurer are authorized and directed to issue vouchers and pay the amount when approved by the Corporation Counsel from appropriations made under Fund No. 447-6480-610; and

*Be It Further Ordered,* That the Corporation Counsel, in accordance with his recommendation of December 19, 1969, is hereby authorized to acquire the following-described property needed for a Fire Station site, to wit:

*Parcel No. E-2*

Lots 40, 41 and 42 in Subdivision of Block 39 in Sheffield's Addition to Chicago, in Section 31, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois,

in the amount of thirty-seven thousand five hundred and no/100 dollars ($37,500.00) plus court costs, and the City Comptroller and the City Treasurer are authorized and directed to issue vouchers and pay the amount when approved by the Corporation Counsel from appropriations made under Fund No. 447-6480-610.

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—46.

*Nays*—None.

## Authority Granted for Acquisition of Specified Parcels of Property Needed for Madison-Canal Redevelopment Project (Parcels No. MC 2-9, MC 2-10, MC 2-12).

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

*Ordered,* That the Corporation Counsel, in accordance with his recommendation of November 25, 1969, is hereby authorized to acquire the following described property needed for the Madison-Canal Project, to wit:

*Parcel MC 2-9*

That part of Lot 9, Block 48 and Sub Lot 3 of Canal Trustees Subdivision of 8, Block 48, Original Town of Chicago in the Southwest quarter of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, described as follows:

Commencing at a point on the North line of Madison Street (as now used) 57.585 feet West of the Southeast corner of said Lot 9 in the center of hall lying between two stores in building on Lot 9 and Sub Lot 3 aforesaid; thence North 100 feet through the center of said hall and through center of 7½ inch partition between said stores to the North line of said Sub Lot 3; thence West on the North line of said Sub Lot 3, 19 feet to the center of 20-inch partition wall between two stores in said building; thence South in the center of said partition wall 100 feet to the North line of Madison Street; thence East on the North line of Madison Street 19.015 feet to the point of the beginning; all in Cook County, Illinois,

in the amount of thirty thousand and no/100 dollars ($30,000.00) plus court costs, and the City Comptroller and the City Treasurer are authorized and directed to issue vouchers and pay the amount when approved by the Corporation Counsel from appropriations made under Fund No. 902-1320-640; and

*Be It Further Ordered,* That the Corporation Counsel, in accordance with his recommendation of November 25, 1969, is hereby authorized to acquire the following described property needed for the Madison-Canal Project, to wit:

*Parcel MC 2-10*

That part of Lot 9 in Block 48 and Sub Lot 3 of Canal Trustees Subdivision of Lot 8, Block 48, Original Town of Chicago in the Southwest quarter of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, described as follows:

That part of Lot 9 and Sub Lot 3 lying East of a line which commences on the South line of said Lot 9 at a point 57.585 feet West of the Southeast corner of said Lot 9 and runs thence Northerly along the center of a hall between the two stores numbered respectively 604 and 606 West Madison Street (formerly numbered respectively 85 and 87 West Madison Street) and along the center of a 7½ inch partition between said two stores to a point in the North line of said Sub Lot 3 of Lot 8 which is 57.52 feet West of the Northeast corner of said Sub Lot 3, in Cook County, Illinois,

in the amount of one hundred thirty thousand and no/100 dollars ($130,000.00) plus court costs, and the City Comptroller and the City Treasurer are authorized and directed to issue vouchers and pay the amount when approved by the Corporation Counsel from appropriations made under Fund No. 902-1320-640.

*Be It Further Ordered,* That the Corporation Counsel, in accordance with his recommendation of December 16, 1969, is hereby authorized to acquire the following described property needed for the Madison-Canal Redevelopment Project, to wit:

*Parcel MC 2-12*

Lots 1, 2 and (except the South 12 feet) Lot 3 in Canal Trustees Subdivision of Lot 5 in Block 48 in original Town of Chicago in the Southwest Quarter of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois,

in the amount of one hundred thirty thousand and no/100 dollars ($130,000.00) plus court costs, and the City Comptroller and the City Treasurer are authorized and directed to issue vouchers and pay the amount when approved by the Corporation Counsel from appropriations made under Fund No. 902-1320-640.

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—46.

*Nays*—None.

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## Authority Granted for Acquisition of Parcel No. 1 Needed for Stock Yard Project.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

*Ordered,* That the Corporation Counsel, in accordance with his recommendation of December 10, 1969, is hereby authorized to acquire the following-described property needed for the Stock Yard Project, to wit:

*Parcel No. 1*

Lot 18 (except that part of Lot 18 lying West of a line 50 feet East of and parallel with the West line of said Section 5 conveyed to the City of Chicago by quitclaim deed dated December 4, 1930, and recorded December 16, 1930, as document No. 10810170) in Block 6 in Packer's Fifth Addition, a subdivision in the Southwest quarter of the Northwest quarter of Section 5, Township 38 North, Range 14 East of the Third Principal Meridian; also the West half of the private alley lying East of and adjoining; also all of the 16 foot private alley lying South of and adjoining, all in Cook County, Illinois,

in the amount of thirty thousand and no/100 dollars ($30,000.00) plus statutory interest and court costs, and the City Comptroller and the City Treasurer are authorized and directed to issue vouchers and pay the amount when approved by the Corporation Counsel from appropriations made under Chicago Stock Yards Economic Development Fund No. 818.

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—46.

*Nays*—None.

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## Authority Granted for Acquisition of Parcels No. 7 and 11 Needed for Widening and Channelization of W. 103rd St. between S. Claremont Av. and S. Pulaski Road.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

*Ordered,* That the Corporation Counsel, in accordance with his recommendation of December 15, 1969, is hereby authorized to acquire the following-described property needed for the 103rd Street Widening:

*Parcel 7*

That part of lots 19 and 20 in Block 3 of O. Rueter and Company's Beverly Hills Addition, being a Subdivision of the East 20 acres of the Southeast quarter (S.E.¼) of Section 12, Township 37 North, Range 13 East of the Third Principal Meridian (except the North 40 acres thereof); also the East 80.52 feet of the West 20 acres of the East 40 acres of the Southeast quarter (S.E.¼) of Section 12, Township 37 North, Range 13 described as follows:

Beginning at the Southwest corner of said lot 20 thence North along the West line of lot 20 a distance of 1 foot, thence Southeasterly in a straight line to the Southeast corner of lot 19, thence West along the South line of said lots 19 and 20 a distance of 60 feet to the point of beginning in Cook County, Illinois,

in the amount of one hundred and no/100 dollars ($100.00) and the City Comptroller and the City Treasurer are authorized and directed to issue vouchers and pay the amount when approved by the Corporation Counsel from appropriations made from the Motor Fuel Tax Fund; and

*Be It Further Ordered,* That the Corporation Counsel, in accordance with his recommendation of December 12, 1969, is hereby authorized to acquire the following-described property needed for the 103rd Street Widening, to wit:

*Parcel 11*

That part of Lot 15 in Block 4 in O. Rueter and Company's Subdivision of the East 20 acres of the Southeast quarter (S.E.¼) of Section 12, Township 37 North, Range 13 East of the Third Principal Meridian (except the North 40 acres thereof); also the East 80.52 feet of the West 20 acres of the East 40 acres of the Southeast quarter (S.E.¼) of Section 12, Township 37 North, Range 13 (except the North 40 acres) described as follows:

Beginning at the Southwest corner of the said Lot; thence East along the South line of said lot of the Southeast corner thereof; thence North along the East line of said lot a distance of 3.55 feet; thence Northwesterly in a straight line of a point on the West line of said lot, said point being 4.0 feet North of the Southwest corner thereof; thence South along the West line of said lot a distance of 4.0 feet to the point of beginning, in Cook County, Illinois,

in the amount of nine hundred forty-five and no/100 dollars ($945.00) and the City Comptroller and the City Treasurer are authorized and directed to issue vouchers and pay the amount when approved by the Corporation Counsel from appropriations made from the Motor Fuel Tax Fund.

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—46.

*Nays*—None.

### Approval Given to Recommendation for Stipulated Settlement for Acquisition of Property for Widening and Channelization of W. 103rd St. between S. Claremont Av. and S. Pulaski Road.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

*Ordered,* That the recommendation of the Commissioner of Public Works contained in his communication of December 23, 1969 recommending the approval of the stipulated settlement in connection with the acquisition of property for the widening and channelization of W. 103rd Street from S. Claremont Avenue to S. Pulaski Road as hereinafter listed, is hereby approved; and the City Comptroller and the City Treasurer are hereby authorized and directed to pay to the owner or owners the amount set forth together with accrued interest and court costs, if any, when approved by the Commissioner of Public Works from the appropriation made under the Motor Fuel Tax Fund:

| *Parcel No.* | *Address* | *Amount* |
|---|---|---|
| 20 | 3209-3213 W. 103rd Street | $39,000.00. |

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—46.

*Nays*—None.

## MATTERS PRESENTED BY THE ALDERMEN

**(Presented by Wards, in Order, Beginning with the Fiftieth Ward).**

**Arranged under the following subheadings:**

1. **Traffic Regulations, Traffic Signs and Traffic-Control Devices.**
2. **Zoning Ordinance Amendments.**
3. **Claims.**
4. Unclassified Matters (arranged in order according to Ward numbers).
5. **Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection and Water Rate Exemptions, Etc.**

***Proposed ordinances, orders and resolutions, described below, were presented by the aldermen named, as noted. Except where otherwise noted or indicated hereinbelow, unanimous consent was given to permit action by the City Council on each of said proposed ordinances, orders and resolutions without previous committee consideration, in accordance with the provisions of Council Rule 43.***

### 1. TRAFFIC REGULATIONS, TRAFFIC SIGNS, AND TRAFFIC-CONTROL DEVICES.

#### *Referred*—PROPOSED ORDINANCE TO PROHIBIT AT ALL TIMES PARKING OF VEHICLES ON PORTION OF W. 43RD ST.

Alderman Swinarski (12th Ward) presented a proposed ordinance to prohibit at all times the parking of vehicles on W. 43rd Street (north side) between S. Western Boulevard and a point 150 feet east thereof; which was *Referred to the Committee on Traffic and Public Safety.*

#### *Referred*—PROPOSED ORDER FOR SURVEY TO PROHIBIT AT ALL TIMES PARKING OF VEHICLES AT SPECIFIED INTERSECTION.

Alderman Cullerton (38th Ward) presented a proposed order for a survey to prohibit the parking of vehicles at all times within ten feet of each crosswalk at the intersection of W. Dakin Street and N. Lockwood Avenue; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—PROPOSED ORDINANCE TO PROHIBIT PARKING OF VEHICLES DURING SPECIFIED HOURS ON PORTION OF W. 43RD ST.

Alderman Swinarski (12th Ward) presented a proposed ordinance to prohibit the parking of vehicles on W. 43rd Street (north side) between a point 150 feet east of S. Western Boulevard and the viaduct east thereof from 2:00 P.M. to 4:00 P.M.; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—PROPOSED ORDINANCE TO RESTRICT MOVEMENT OF VEHICULAR TRAFFIC TO SINGLE DIRECTION ON PORTION OF N. SHEFFIELD AV.

Alderman McCutcheon (43rd Ward) presented a proposed ordinance to restrict the movement of vehicular traffic to single direction on N. Sheffield Avenue between N. Clybourn and W. Armitage Avenues; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—PROPOSED ORDER FOR INSTALLATION OF TRAFFIC SIGNS.

Alderman Buchanan (10th Ward) presented a proposed order for the installation of "Stop" signs at the intersection of E. 89th Street and S. Clyde Avenue; which was *Referred to the Committee on Traffic and Public Safety.*

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## 2. ZONING ORDINANCE AMENDMENTS.

### *Referred*—PROPOSED ORDINANCES TO RECLASSIFY PARTICULAR AREAS.

Alderman Simon (40th Ward) presented nine proposed ordinances for amendment of the Chicago Zoning Ordinance, for the purpose of reclassifying particular areas, which were *Referred to the Committee on Buildings and Zoning,* as follows:

To classify as an R3 General Residence District instead of an R4 General Residence District the area shown on Map No. 11-I bounded by

> the alley next south of and parallel to W. Lawrence Avenue; the alley next east of and parallel to N. Albany Avenue; a line 150 feet south of the alley next south of and parallel to W. Lawrence Avenue; N. Whipple Street; the alley next south of and parallel to W. Lawrence Avenue; the alley next west of and parallel to N. Sacramento Avenue; W. Leland Avenue; N. Whipple Street; a line 68.64 feet north of W. Leland Avenue; the alley next west of and parallel to N. Whipple Street; a line 128.58 feet north of W. Leland Avenue; and N. Albany Avenue;

To classify as an R3 General Residence District instead of an R4 General Residence District the area shown on Map No. 11-I bounded by

> a line 68.6 feet south of W. Sunnyside Avenue; N. Albany Avenue; a line 98.6 feet south of W. Sunnyside Avenue; the alley next west of and parallel to N. Whipple Street; a line 90 feet north of the alley next north of and parallel to W. Montrose Avenue; N. Albany Avenue; a line 120 feet north of the alley next north of and parallel to W. Montrose Avenue; and the alley next west of and parallel to N. Albany Avenue;

To classify as an R3 General Residence District instead of an R4 General Residence District the area shown on Map No. 11-I bounded by

> the alley next south of and parallel to W. Wilson Avenue; N. Albany Avenue; a line 60 feet south of the alley next south of and parallel to W. Wilson Avenue; the alley next west of and parallel to N. Whipple Street; the alley next south of and parallel to W. Wilson Avenue; N. Whipple Street; a line 49.53 feet north of W. Sunnyside Avenue; the alley next west of and parallel to N. Whipple Street; a line 108.94 feet north of W. Sunnyside Avenue; N. Albany Avenue; a line 48.81 feet north of W. Sunnyside Avenue; the alley next west of and parallel to N. Albany Avenue; a line 108.22 feet north of W. Sunnyside Avenue; N. Troy Street; a line 198.90 feet north of W. Sunnyside Avenue; and the alley next west of and parallel to N. Troy Street;

To classify as an R3 General Residence District instead of an R4 General Residence District the area shown on Map No. 13-I bounded by

> a line 88.32 feet south of W. Argyle Street; N. Albany Avenue; a line 178.30 feet south of W. Argyle Street; the alley next west of and parallel to N. Whipple Street; a line 88.21 feet south of W. Argyle Street; N. Whipple Street; a line 58.21 feet north W. Ainslie Street; the alley next west of and parallel to N. Albany Avenue; a line 88.37 feet north of W. Ainslie Street; N. Troy Street; a line 138.38 feet north of W. Ainslie Street; the alley next west of and parallel to N. Troy Street; a line 148.37 feet south of W. Argyle Street; and N. Troy Street;

To classify as an R3 General Residence District instead of an R4 General Residence District the area shown on Map No. 13-I bounded by

> the North Branch of the Chicago River; N. Albany Avenue; a line 150.15 feet north of W. Argyle Street; the alley next west of and parallel to N. Albany Avenue; W. Argyle Street; N. Troy Street; a line 210.11 feet north of W. Argyle Street; the alley next west of and parallel to N. Troy Street; a line 60.11 feet south of W. Carmen Avenue; N. Troy Street; a line 210.11 feet south of W. Carmen Avenue; the alley next west of and parallel to N. Albany Avenue; W. Carmen Avenue; and a line 199.9 feet west of N. Albany Avenue;

To classify as an R3 General Residence District instead of an R4 General Residence District the area shown on Map No. 13-J bounded by

> W. Ainslie Street; the alley next west of and parallel to N. Sawyer Avenue; a line 155.94 feet south of W. Ainslie Street; N. Sawyer Avenue; a line 150 feet north of the alley next north of and parallel to W. Lawrence Avenue; N. Spaulding Avenue; a line 60 feet north of the alley next north of and parallel to W. Lawrence Avenue; the alley next west of and parallel to N. Spaulding Avenue; a line 75 feet north of the alley next north of and parallel to W. Lawrence Avenue; N. Christiana Avenue; the alley next north of and parallel to W. Lawrence Avenue; the alley next west of and parallel to N. Christiana Avenue; a line 66.25 feet south of W. Ainslie Street; N. Christiana Avenue; a line 172.25 feet south

of W. Ainslie Street; the alley next west of and parallel to N. Spaulding Avenue; a line 66.08 feet south of W. Ainslie Street; and N. Spaulding Avenue;

To classify as an R3 General Residence District instead of an R4 General Residence District the area shown on Map No. 13-J bounded by

a line 63.43 feet south of W. Ainslie Street; the alley next west of and parallel to N. St. Louis Avenue; a line 153.36 feet south of W. Ainslie Street; N. St. Louis Avenue; a line 66.76 feet south of W. Ainslie Street; the alley next west of and parallel to N. Bernard Street; a line 102.59 feet south of W. Ainslie Street; N. Bernard Street; a line 66.59 feet south of W. Ainslie Street; the alley next west of and parallel to N. Kimball Avenue; a line 30 feet north of the alley next north of and parallel to W. Lawrence Avenue; N. Bernard Street; the alley next north of and parallel to W. Lawrence Avenue; N. St. Louis Avenue; a line 63.35 feet north of the alley next north of and parallel to W. Lawrence Avenue; the alley next west of and parallel to N. St. Louis Avenue; the alley next north of and parallel to W. Lawrence Avenue; and N. Drake Avenue;

To classify as an R3 General Residence District instead of an R4 General Residence District the area shown on Map No. 13-J bounded by

W. Argyle Street; the alley next west of and parallel to N. Spaulding Avenue; a line 43.63 feet north of W. Ainslie Street; N. Christiana Avenue; a line 73.63 feet north of W. Ainslie Street; the alley next west of and parallel to N. Christiana Avenue; a line 103.67 feet north of W. Ainslie Street; N. Kimball Avenue; W. Ainslie Street; the alley next west of and parallel to N. Kimball Avenue; a line 180 feet north of W. Ainslie Street; N. Kimball Avenue; a line 298.67 feet north of W. Ainslie Street; the alley next west of and parallel to N. Christiana Avenue; a line 163 feet south of W. Argyle Street; and N. Christiana Avenue;

To classify as an R3 General Residence District instead of an R4 General Residence District the area shown on Map No. 13-J bounded by

a line 88.96 feet south of W. Argyle Street; N. Drake Avenue; a line 58.96 feet south of W. Argyle Street; the alley next west of and parallel to N. St. Louis Avenue; a line 58.97 feet north of W. Ainslie Street; N. Drake Avenue; a line 148.97 feet north of W. Ainslie Street; and the alley next west of and parallel to N. Drake Avenue.

## 3. CLAIMS.

NONE.

## 4. UNCLASSIFIED MATTERS

### (Arranged in Order According to Ward Numbers).

***Proposed ordinances, orders and resolutions were presented by the aldermen named below, respectively, and were acted upon by the City Council in each case in the manner noted, as follows:***

**Presented by**

**ALDERMAN DESPRES (5th Ward) and OTHERS:**

*Referred*—PROPOSED RESOLUTION TO DIRECT DEPT. OF LAW TO INTERVENE IN I.C. R.R. CITY FARE INCREASE PROCEEDING.

A proposed resolution (presented by Aldermen Despres, Rayner, Bohling, Lupo and Buchanan) to direct the Department of Law to intervene in the Illinois Commerce Commission proceeding and defend against the Illinois Central Railroad request for a 20% City fare increase.—*Referred to the Committee on Local Transportation.*

**Presented by**

**ALDERMAN BOHLING (7th Ward) and ALDERMAN BUCHANAN (10th Ward):**

*Referred*—PROPOSED RESOLUTION FOR PUBLIC HEARING WITH I.C. R.R. CONCERNING PLANS FOR IMPROVEMENTS, ETC. ON ITS SOUTH SHORE-SOUTH CHICAGO BRANCH.

A proposed resolution to request the Committee on Local Transportation to hold a public hearing within the near future wherein the Illinois Central Railroad may detail its plan for improvements on the South Shore-South Chicago Branch, etc.

Alderman Bohling moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed resolution. The motion to Suspend the Rules was *Lost.*

Whereupon said proposed resolution was *Referred to the Committee on Local Transportation.*

**Presented by**

**ALDERMAN BUCHANAN (10th Ward):**

*Referred*—PROPOSED RESOLUTION FOR HEARINGS TO INCREASE NUMBER OF TAXICAB AND LIVERY VEHICLE LICENSES.

A proposed resolution to request the Committee on Local Transportation to hold hearings with a view to increase the present limit of 4600 taxicab licenses to 4630, and to increase the present limit on livery vehicle licenses by an additional ten; also that the increases in both categories would carry with them the stipulation that the licensees must be located in an area south of E. 95th Street and east of S. Torrence Avenue, etc.—*Referred to the Committee on Local Transportation.*

### 5. FREE PERMITS, LICENSE FEE EXEMPTIONS, CANCELLATION OF WARRANTS FOR COLLECTION AND WATER RATE EXEMPTIONS, ETC.

**Proposed ordinances, orders, etc. described below, were presented by the aldermen named, and were *Referred to the Committee on Finance,* as follows:**

*License Fee Exemptions for Homes, Hospitals, Day Care Centers, Etc.:*

BY ALDERMAN DESPRES (5TH WARD):

Drexel Home, Inc., No. 6140 S. Drexel Avenue.

BY ALDERMAN STASZCUK (13TH WARD):

Holy Cross Hospital, No. 2701 W. 68th Street.

BY ALDERMAN FROST (21ST WARD):

Chicago Holland Home for the Aged, Nos. 238-248 W. 107th Place.

*Cancellation of Warrants for Collection:*

BY ALDERMAN LUPO (9TH WARD):

Society of the Little Flower, No. 11343 S. Michigan Avenue—sign inspection.

BY ALDERMAN ROTI (FOR ALDERMAN MARZULLO, 25TH WARD):

Schwab Rehabilitation Hospital (Resthaven), No. 1401 S. California Avenue—refrigerating system inspection.

## UNFINISHED BUSINESS.

### Supplemental Budget for Maintenance and Operation of Chicago Civic Center for Year 1969 Authorized.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on December 30, 1969, pages 7350-7351, recommending that the City Council pass a proposed ordinance transmitted with the committee's report to authorize a Supplemental Budget for increased costs anticipated in maintaining and operating the Chicago Civic Center during the year 1969.

**On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:**

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—46.

*Nays*—None.

The following is said ordinance as passed:

WHEREAS, The Public Building Commission of Chicago has prepared and adopted a proposed supplemental budget in the amount of $147,539.00 (of which the City of Chicago's share is $45,899.38) to properly maintain and operate the Civic Center for the fiscal year January 1, 1969, to December 31, 1969, and a certified copy of Resolution No. 284 of the Public Building Commission of Chicago adopting said supplemental budget has been filed with the City of Chicago; and

WHEREAS, Unless the City of Chicago elects to make provision for the payment of its proportionate share of such supplemental budget as additional rental under the terms of that certain Lease dated July 1, 1963, by and between the City of Chicago, The County of Cook and the Public Building Commission of Chicago, for space in the Civic Center, the Commission shall reduce the extent and frequency of its services in order to effect a balanced budget between anticipated income available for maintenance and operation and budgeted expenses for such year; and

WHEREAS The City of Chicago has adequate funds in the Civic Center Building Rental Fund No. 641 to make payment of the City's proportionate share, namely, $45,899.38, of said supplemental budget adopted by the Public Building Commission of Chicago for the maintenance and operation of the Civic Center; and

WHEREAS, The said City of Chicago's share of said supplemental budget constitutes additional rentals due and payable by the City of Chicago under that certain Lease entered into by and between the Public Building Commission of Chicago, the City of Chicago and The County of Cook, dated July 1, 1963; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City of Chicago does hereby acknowledge that a supplemental budget is necessary for the proper operation and maintenance of the Chicago Civic Center and does hereby approve the same.

SECTION 2. That the City of Chicago make payment of the sum of $45,899.38 as additional rental, being its share of said supplemental budget, to the Public Building Commission of Chicago on or before January 1, 1969, out of the taxes levied and collected under that certain ordinance passed by the City Council of the City of Chicago on the 11th day of July, 1963, entitled "An Ordinance Providing for the Levy and Collection of a Direct Annual Tax to pay the annual rentals under a Lease entered into by and between the City of Chicago, Cook County, Illinois, and the Public Building Commission of Chicago, Cook County, Illinois".

SECTION 3. That this ordinance shall be in full force and effect immediately upon its passage and publication as required by law.

### Approval Given for Supplemental Budget for Operation and Maintenance of Chicago Civic Center for Year 1970.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on December 30, 1969, page 7351, recommending that the City Council pass a proposed ordinance transmitted with the committee's report for approval of Supplemental Budget for operation and maintenance of Chicago Civic Center for the year 1970.

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—46.

*Nays*—None.

The following is said ordinance as passed:

WHEREAS, The Public Building Commission of Chicago has prepared and adopted a proposed supplemental budget in the amount of $333,867 (of which the City of Chicago's share is $116,534) to properly maintain and operate the Civic Center for the fiscal year January 1, 1970, to December 31, 1970, and a certified copy of Resolution No. 384 of the Public Building Commission of Chicago adopting said supplemental budget has been filed with the City of Chicago; and

WHEREAS, Unless the City of Chicago elects to make provision for the payment of its share of such supplemental budget as additional rental under the terms of that certain Lease dated July 1, 1963, by and between the City of Chicago, The County of Cook, and the Public Building Commission of Chicago, for space in the Civic Center, the Commission shall reduce the extent and frequency of its services in order to effect a balanced budget between anticipated income available for maintenance and operation and budgeted expenses for such year; and

WHEREAS, The City of Chicago has adequate funds in the Civic Center Building Rental Fund No. 641 to make payment of the City's share, namely, $116,534, of said supplemental budget adopted by the Public Building Commission of Chicago for the maintenance and operation of the Civic Center; and

WHEREAS, The said City of Chicago's share of said supplemental budget constitutes additional rentals due and payable by the City of Chicago under that certain Lease entered into by and between the Public Building Commission of Chicago, the City of Chicago and the County of Cook, dated July 1, 1963; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City of Chicago does hereby acknowledge that a supplemental budget is necessary for the proper operation and maintenance of the Chicago Civic Center and does hereby approve the same.

SECTION 2. That the City of Chicago make payment of the sum of $116,534 as additional rental, being its share of said supplemental budget, to the Public Building Commission of Chicago on or before January 1, 1970, out of the taxes levied and collected under that certain ordinance passed by the City Council of the City of Chicago on the 11th day of July, 1963, entitled "An Ordinance Providing for the Levy and Collection of a Direct Annual Tax to pay the annual rentals under a Lease entered into by and between the City of Chicago, Cook County, Illinois, and the Public Building Commission of Chicago, Cook County, Illinois".

SECTION 3. That this ordinance shall be in full force and effect immediately upon its passage and publication as required by law.

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### Execution of Steam Agreement by and between City of Chicago, County of Cook and Public Building Commission Authorized.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on December 30, 1969, pages 7351-7357, recommending that the City Council pass a proposed ordinance transmitted with the committee's report to authorize the execution of steam agreement by and between the City of Chicago, the County of Cook and the Public Building Commission of Chicago.

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—46.

*Nays*—None.

The following is said ordinance as passed:

WHEREAS, The alteration and renovation of the City Hall Building and certain renovation work being done in the County Building, including the air conditioning thereof through means of a steam-powered absorption system, would require the renovation of the existing City Hall boiler plant and extensive stack repairs in order to meet the new steam requirements of both the City Hall and the County Building; and

WHEREAS, The Public Building Commission of Chicago has caused an additional boiler to be installed at the Chicago Civic Center and has constructed steam lines from the Chicago Civic Center to the County Building and into and through the County Building and into the City Hall, in order to supply all of the steam requirements of both the City and the County, and in order to provide the Chicago Civic Center with additional standby capacity, and to effect economies in the operation of its boiler plant which will accrue to the benefit of the City and County as lessees of the Chicago Civic Center; and

WHEREAS, It is the opinion of the Public Building Commission of Chicago, the City of Chicago and the County of Cook that it will be the most economical for all parties that the City and County be furnished all of their steam requirements by the Public Building Commission of Chicago from the Chicago Civic Center boiler plant; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That for the purposes above designated in the preamble of this ordinance, the Mayor is authorized to execute in behalf of the City and the City Clerk is authorized to attest, when approved by the Corporation Counsel, an Agreement by and between the City of Chicago, the County of Cook and the Public Building Commission entitled "Steam Agreement" substantially in the following form:

This Agreement, made and entered into this ...................... day of ......................, 19...., by and between the Public Building Commission of Chicago, a municipal corporation of the State of Illinois (hereinafter referred to as the "Commission"), the City of Chicago, a municipal corporation of the State of Illinois (hereinafter referred to as the "City"), and the County of Cook, a body politic and corporate of the State of Illinois (hereinafter referred to as the "County").

WITNESSETH:

Whereas, the City has been supplying the County, from the existing City Hall boiler plant, with all of the County's steam requirements for the heating of the County Building; and

Whereas, the County is now engaged in a renovation of the County Building, including the addition thereto of a steam-powered, absorption-type air conditioning system, which said system will greatly increase its steam requirements; and

Whereas, the Commission has heretofore acquired the fee simple title to the City Hall premises and is in the process of altering, repairing, improving and renovating said City Hall and has leased the entire City Hall premises to the City; and

Whereas, the City, as sole lessee of said City Hall, is responsible for providing and paying for the maintenance and operation of said City Hall including, by way of illustration and not in limitation thereof, the heating and air conditioning of said City Hall; and

Whereas, the proposed new air conditioning system for the City Hall will be of electric-powered, compressor-type, not requiring steam heat; and

Whereas, in order to meet all of the new steam requirements of both the City and the County, the existing City Hall boiler plant would have to be renovated and enlarged; and

Whereas, it is the opinion of the Commission, the City and the County that it would not be economical to renovate or enlarge the existing City Hall boiler plant; and

Whereas, the City will still require steam for its heating needs for the City Hall and the County for both its heating and proposed air conditioning needs for the County Building; and

Whereas, the City and the County are now the principal lessees of all of the space in the Chicago Civic Center, which lies in the City block immediately east of the block on which the City Hall and the County Building are situated; and

Whereas, it is deemed to be in the best interests of the City, the County and the Commission that the said steam requirements of both the City and the County be supplied by the Commission from its nearby boiler plant in the Chicago Civic Center; and

Whereas, the Commission, in conjunction with the current alteration, repair, improvement and renovation of the City Hall by the Commission and in anticipation of entering into contracts for the sale of steam to the City and the County, has solicited bids and let a contract for the installation of an additional boiler at the Chicago Civic Center and for the construction of steam lines from the Chicago Civic Center to the County Building and into and through the County Building and into the City Hall, in order to supply the said steam requirements to the City and the County and in order to provide the Chicago Civic Center with additional standby capacity and effect economies in the operation of its boiler plant; and

Whereas, the Commission has committed funds currently available in its Chicago Civic Center Construction Account to the payment for the construction of said new boiler and said new steam lines, which funds in the absence of said construction would ultimately flow through the Surplus Account to the credit of the City and the County under the provisions that certain "Resolution No. 86, Authorizing and Providing for the Issue of $87,000,000 Public Building Revenue Bonds, Series of 1963"; and

Whereas, the County has, contemporaneously with the execution of this Agreement, granted to the Commission an easement for the construction of said steam lines into and through the County Building and for the maintenance and servicing thereof; and

Whereas, the said steam requirements can thus be supplied by the Commission to the City, as lessee of the City Hall, and to the County for the County Building at a rate, per thousand pounds of steam, equal to twice the actual cost to the Commission, per thousand pounds of steam, of all fuel, including fuel oil and natural gas, used to manufacture all steam produced by the Commission at the Chicago Civic Center; and

Whereas, the calendar year is the fiscal year for the Commission; and

Whereas, the Commission's annual budget, as limited by Article 16 of said "Resolution No. 86, Authorizing and Providing for the Issue of $87,000,000 Public Building Revenue Bonds, Series of 1963," will not provide sufficient funds to cover all of the costs incident to the maintenance and operation of the additional boiler of the Commission and of the steam requirements of the City and the County; thereby requiring that the Commission adopt a supplemental budget covering, among such other items as may be included therein, all or part of the costs incident to the maintenance and operation of said additional boiler and said steam requirements; and

Whereas, the City and the County, on receipt of such a supplemental budget adopted by the Commission, do intend, by proper action of their respective governing bodies to elect to appropriate in their respective annual budgets amounts sufficient to pay for the steam furnished to each of them;

Now, Therefore, in consideration of the mutual covenants and agreements hereinafter stated, It Is Agreed by and between the parties hereto as follows:

1. The Commission shall furnish and deliver to the City, and the City shall receive and accept from the Commission, all of the steam necessary for the heating (but not the air conditioning) of the City Hall during the term of this Agreement.

2. The Commission shall furnish and deliver to the County, and the County shall receive and accept from the Commission, all of the steam necessary for the heating and the air condition-

ing of the County Building during the term of this Agreement.

3. The term of this Agreement shall begin on ........................., 1969, shall continue definitely through December 31, 1983, and shall continue thereafter indefinitely on a calendar-year-to-calendar-year basis until written notice of termination is given by one party to the others at least thirty (30) days, but not more than one hundred eighty (180) days, prior to December 1st of any year after 1982, whereupon this Agreement shall terminate on November 30th of the year following the year in which said written notice of termination is given, provided, however, that notice of termination by the City, only, or by the County, only, shall not discharge or otherwise impair any of the rights and duties, under this Agreement, between the Commission and the other party not giving such notice.

4. The City and the County shall each pay the Commission for all steam furnished and delivered to it during the period from .................., 1969, through December 31, 1969, both inclusive at a rate, per thousand pounds of steam, equal to twice the actual cost to the Commission, per thousand pounds of steam, of all fuel, including fuel oil and natural gas, used to manufacture all steam produced by the Commission at the Chicago Civic Center during said period. Thereafter, the City and the County shall each pay the Commission for all steam furnished and delivered to it during each calendar year at a rate, per thousand pounds of steam, equal to twice the actual cost to the Commission, per thousand pounds of steam, of all fuel, including fuel oil and natural gas, used to manufacture all steam produced by the Commission at the Chicago Civic Center during said calendar year.

5. (a) The total quantity of steam furnished and delivered by the Commission to the City and to the County shall be measured by a steam flow meter in the main steam supply line from the Chicago Civic Center steam generating plant to the City Hall and to the County Building. Said quantity of steam shall be allocated to the City and County on the basis of meter readings from separate steam condensate meters installed in the steam condensate return lines from the City and from the County, said steam condensate meter readings to be adjusted by the managing agent for the Chicago Civic Center for: (1) waste or loss of steam or steam condensate by act or negligence of the City or of the County or due to casualty occurring at a location in the County Building or City Hall beyond the point of the location of the County's and City's respective initial steam cut-off valves in their respective steam supply lines coming off of the main steam supply line; (2) consumption of steam or steam condensate by the City and the County by steam-using devices or systems which may, at any time, be installed or operated by the City or County in their respective premises; and (3) for any period of time any steam condensate meter may have been inoperable for any reason whatsoever. In the event the steam flow meter in the main steam supply line becomes inoperative by reason of any matter whatsoever, the quantity of steam to be allocated to the City and County shall be estimated by the managing agent for the Chicago Civic Center, but such quantity shall not, in any event, be in excess of the total quantity of steam measured by said steam flow meter for the corresponding period in the preceding year.

(b) The City and the County shall severally furnish in writing to the managing agent for the Chicago Civic Center a list of all steam-using devices or systems, presently or hereafter installed by them, jointly or severally, which receive and accept quantities of steam from the Commission, but which do not return all of the steam condensate therefrom to the Commission through the steam condensate meters contemplated by this Agreement. Each said list shall contain sufficient information and data from which said managing agent can estimate the quantities of steam furnished and delivered to the City and to the County, severally, for which no steam condensate is returned to the Commission as aforesaid.

(c) In making any of the estimates authorized or required by this paragraph 5, the managing agent for the Chicago Civic Center may give consideration to outside temperatures and other weather conditions, prior and subsequent readings of operative steam flow meters and steam condensate return meters, standards engineering computations, or any one or more of the aforesaid. Any determination or estimate of said managing agent authorized or required by this paragraph 5 shall, when determined or made, be binding and conclusive on all of the parties to this Agreement.

(d) Steam flow meter and steam condensate meter readings shall be taken, recorded and preserved by the managing agent for the Chicago Civic Center on the first day of each calendar month and at such other times as will be necessary or convenient to carry out the intent and purposes of this Agreement. It shall be permissible to take and record said readings by means of pen recorders.

6. Prior to each calendar year, said calendar year also being the fiscal year of the Commission, the Commission will prepare and adopt a proposed supplemental budget covering maintenance and operating expenses for the Chicago Civic Center for said calendar year and will include in said proposed supplemental budget, as separate line items under the class of expenditures entitled "Heating and Air Conditioning", the several respective estimated sums of money which, under this Agreement, the City and the County will be severally and respectively required to pay the Commission for steam to be furnished and delivered to them, severally and respectively, under this Agreement, during said calendar year. These said several and respective estimated sums of money set forth in said proposed supplemental budget shall be paid by the City and by the County, severally and respectively, to the Commission, in full and in advance, on or before January 1st of said calendar year. For the period from ......................, 1969 through December 31, 1969, both inclusive, said estimated sums of money shall be $...................... in total for the City and $...................... in total for the County, and for the calendar year 1970 said estimated sums of money shall be $48,500.00 in total for the City and $70,800.00 in total for the County; all of these said estimated sums of money shall be included in the said proposed supplemental budget for the calendar year 1970, and shall be paid by the City and the County, severally and respectively, to the Commission, in full and in advance, on or before January 1, 1970. For the calendar year 1971, said estimated sums of money shall also be $48,500.00 in total for the City and $70,800.00 in total for the County; and these said estimated sums of money

shall be included in the said proposed supplemental budget for the calendar year 1971, and shall be paid by the City and the County, severally and respectively, to the Commission, in full and in advance, on or before January 1, 1971. For each calendar year after 1971, said estimated sums of money, to be included in the said proposed supplemental budget, shall be the respective products of the estimated total quantities of steam to be received and accepted by the City and the County, severally and respectively, during said year, set forth in the estimate required under paragraph 7 of this Agreement, in units of thousands of pounds of steam, multiplied by the best estimate of the managing agent of the Chicago Civic Center of what the rate, per thousand pounds of steam, under paragraph 4 of this Agreement, will be for said year.

7. The managing agent for the Chicago Civic Center shall, prior to March 1 of each year, present to the City, the County and the Commission a statement showing the following data for the preceding calendar year, except that for the calendar year 1969, the data shall cover only the part thereof after ........................, 1969: the total quantity of steam manufactured by the Commission during said period at the Chicago Civic Center; the total actual cost to the Commission of all fuel, including fuel oil and natural gas, used to manufacture the aforesaid total quantity of steam; the total quantity of steam furnished and delivered by the Commission to the City during said period, determined according to paragraph 5 of this Agreement; the total quantity of steam furnished and delivered by the Commission to the County during said period, determined according to paragraph 5 of this Agreement; and the quotient, expressed in units of dollars and cents and mills per thousand pounds of steam, of the aforesaid total actual cost to the Commission of all fuel divided by the aforesaid total quantity of steam manufactured by the Commission. The managing agent for the Chicago Civic Center shall also present to the City, the County, and the Commission, prior to the time for the adoption of the said proposed supplemental budget, an estimate of the total quantities of steam to be furnished and delivered by the Commission to, and to be received and accepted from the Commission by, the City and the County, severally and respectively, during the next calendar year, except that the first estimate so presented shall, in addition, show the total quantities of steam to be furnished and delivered and received and accepted, as aforesaid, during the period after ........................, 1969, and up to the aforesaid next calendar year. The Commission shall, during the regular business hours of and at the office of its managing agent for the Chicago Civic Center, make or cause to be made available for the several inspections of the City and the County the records and computations from which all costs, statements, data and estimates, referred to in this Agreement, are determined.

8. After the statement, referred to in paragraph 7 of this Agreement, has been presented, the managing agent for the Chicago Civic Center shall compute the actual total sums which the City and the County are severally and respectively required, under paragraph 4 of this Agreement, to pay the Commission for all steam furnished and delivered to them, severally and respectively, during the period covered by said statement. In the event that the said actual total sum of any party receiving and accepting steam under this Agreement is more or less than the estimated sums of money paid by that party for the same period, the excess or deficiency thereof, shall be included as a credit to or a charge against that party in the next proposed supplemental budget adopted after the period covered by said statement; and any said charge against that said party by reason of such deficiency shall be paid by that said party to the Commission in full on or before January 1st of the year covered by the said proposed supplemental budget containing said charge.

9. Each and every estimated sum of money, referred to in paragraph 6 of this Agreement, and each and every charge against a party receiving and accepting steam under this Agreement, referred to in paragraph 8 of this Agreement, shall be payable by that said party to the Commission regardless of whether it does or does not elect to appropriate funds in its annual budget sufficient to pay its proportionate share of any other items of expense contained in said proposed supplemental budget prepared and adopted by the Commission. The right of the Commission, under the certain lease heretofore mentioned, to reduce the extent of its services under said lease shall not apply to the furnishing and delivery of steam under this Agreement to the City for the City Hall or to the County for the County Building; however, nothing in said lease shall in any way limit or qualify the right of the Commission, under this Agreement, to diminish or stop furnishing and delivering steam to the City or to the County, or to both of them, for default in payment for steam furnished and delivered under this Agreement.

10. For purposes of this Agreement, one thousand pounds of steam is defined as one thousand pounds of water converted into steam.

11. The steam supply lines from the Chicago Civic Center to the City Hall and to the County Building, respectively, and the steam condensate return lines from the City Hall and from the County Building to the Chicago Civic Center, together with all steam flow meters, steam condensate meters, valves, equipment, apparatus, machinery, structural supports, and other appurtenances, up to the respective points in space where they are no longer within either the Chicago Civic Center premises or any easement inuring to the benefit of the Commission, and, in addition with respect to the steam supply lines, to the points just beyond the location of the City's and County's respective initial steam cut-off valves in their respective steam supply lines coming off the main steam supply line, shall be and remain the property of the Commission; and said respective points shall be deemed the terminal points of said lines for purposes of this Agreement. The Commission will maintain, repair and inspect all of its said property, within the Commission's side of said terminal points. All steam supply lines, steam condensate return lines, steam flow meters, steam condensate meters, valves, equipment, apparatus, machinery, structural supports and other appurtenances, not within the Commission's side of said terminal points, shall be maintained, repaired and inspected by the party in whose premises they are located; provided, however, that the Commission shall also retain sole ownership, possession, control, maintenance, right to repair, and right to inspect any and all steam condensate meters furnished, installed or acquired by the Commission. Neither the City nor the County, nor any of their respective officers, agents or employees,

shall interfere or tamper with or damage, nor attempt to adjust, maintain, exchange, disconnect, install or remove, any of the aforesaid property of the Commission without the prior written consent of the Commission. The City and the County shall each allow the Commission, its Commissioners, officers, agents and employees, all reasonable access to the City Hall and to the County Building, respectively, necessary for the maintenance, repair or inspection of the Commission's said property. The furnishing and delivery by the Commission to the City and to the County, severally, of steam in the steam supply lines to the City Hall and to the County Building, severally and respectively, at their respective said terminal points at a pressure of 120 pounds per square inch gauge shall constitute performance by the Commission of its duties to the City and the County, severally and respectively, under paragraphs 1 and 2 of this Agreement.

12. Nothing in this Agreement shall render the Commission liable to the other parties hereto, or either of them, for the structural, mechanical, thermal or electrical sufficiency or efficiency of any heating or air conditioning system, nor any part thereof, nor any other steam-using device or system, not wholly within either the Chicago Civic Center premises or any easement inuring to the benefit of the Commission; and the aforesaid particularly applies to but is not limited to damages or injury sustained as a result of the bursting of or damage to any part of any said heating or air conditioning system in the City Hall or in the County Building beyond and outside of the Commission's side of the terminal points referred to in this Agreement.

13. Neither the City nor the County shall install or maintain in its heating system, nor shall the County install or maintain in its air conditioning system, any automatic valve, device or apparatus, whereby the supply of steam to be furnished and delivered by the Commission may be cut off or diminished. Neither the City nor the County shall divert or waste any steam furnished and delivered under this Agreement, nor any steam condensate resulting from said steam. Neither the City nor the County shall introduce any cold water into any of the steam condensate return lines without the prior written consent of the Commission.

14. Should any party receiving and accepting steam under this Agreement become more than (6) months in default of payment, as said payment is provided for in this Agreement, the Commission may diminish or stop, as it sees fit, furnishing and delivering steam to that said party under this Agreement until that said party cures said default.

15. The Commission shall not be liable to the City and the County, either jointly or severally, for or on account of any diminution or stoppage of the furnishing and delivery of steam hereunder due to any acts or omissions on their parts, jointly or severally, or on the part of any one of them, including but not limited to default in payment under this Agreement, nor due to any fire, strike, casualty, equipment breakdown, accident or other cause beyond the control of the Commission, nor due to any acts of the Commission in conjunction with the current alteration, repair, renovation and improvement of the City Hall under other agreements. Any such diminution or stoppage shall not constitute a breach of this Agreement.

16. Neither the City nor the County shall turn its entire heating system, nor a majority (as measured by steam consumption) thereof, nor shall the County turn its entire air conditioning system, nor a majority (as measured by steam consumption) thereof, either on or off without giving the Commission notice thereof of one hour or more. Said notice may be given in person, by telephone or in writing to the Commission's managing agent for the Chicago Civic Center or to the operating engineer in charge of the Commission's heating plant in the Chicago Civic Center.

17. Any notice or any demand required or permitted by this Agreement shall be served in the following manner:

(a) By delivering a duly executed copy thereof to the Chairman or Secretary of the Commission, if the Commission is being served; or to the City Clerk, if the City is being served, or to the County Clerk, if the County is being served; or

(b) By depositing a duly executed copy thereof in the United States mails, by registered or certified mail, duly addressed to the Commission, City or County, as the case may be.

Service by such mailing shall be deemed sufficient if addressed to the Commission, City, or County, as the case may be, at such address as the Commission, City, or County, may have last furnished the other parties in writing and until a different address shall be so furnished, by mailing the same as aforesaid, addressed, as the case may be, as follows:

(Personal name), Secretary
Public Building Commission of Chicago
Room 705, Chicago Civic Center
Chicago, Illinois 60602

(Personal name)
City Clerk of Chicago
Room 107, City Hall
Chicago, Illinois 60602

(Personal name)
County Clerk of Cook County
Room 233, 118 North Clark Street
Chicago, Illinois 60602

18. Whenever consent, approval, permission or any other act of the Commission, its managing agent, the City or the County may be required according to the provisions of this Agreement, the parties agree that such consent, approval, permission or other act shall not be unreasonably withheld or delayed by the party or parties of whom the same is requested.

19. This Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the Commission, the City and the County.

20. This Agreement contains the entire agreement of the parties; and no representations, inducements, or other covenants between the parties not included herein shall be of any force or effect.

In Witness Whereof, the parties hereto have caused this Agreement to be executed, attested, and sealed by their respective duly authorized officers on the date and year first above written. This Agreement has been executed, attested and sealed in several counterparts, each of which shall be deemed an original.

[Signature form omitted]

State of Illinois }
} ss.
County of Cook }

I, ............................................................, a Notary Public, in and for the County and State aforesaid, Do Hereby Certify, that Richard J. Daley, personally known to me to be the Chairman of the Board of Commissioners of the Public Building Commission of Chicago, a municipal corporation of the State of Illinois, and Lewis W. Hill, personally known to me to be the Secretary of said Public Building Commission of Chicago, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Chairman and Secretary, they signed and delivered the said instrument as Chairman and Secretary, respectively, of said Public Building Commission of Chicago, and caused the corporate seal of said Public Building Commission of Chicago to be affixed thereto, pursuant to authority, given by the Board of Commissioners of said Public Building Commission of Chicago, as their free and voluntary act, and as the free and voluntary act and deed of said Public Building Commission of Chicago, for the uses and purposes therein set forth.

Given under my hand and official seal, this........... ........... day of ......................., 19.....

..............................................
Notary Public

State of Illinois }
} ss.
County of Cook }

I, ............................................................, a Notary Public, in and for the County and State aforesaid, Do Hereby Certify, that Richard J. Daley, personally known to me to be Mayor of the City of Chicago, a municipal corporation of the State of Illinois, and John C. Marcin, personally known to me to be the City Clerk of said City of Chicago, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and City Clerk they signed and delivered the said instrument as Mayor and City Clerk, respectively, of said City of Chicago, and caused the seal of the City of Chicago to be affixed thereto, pursuant to authority, given by the City Council of the City of Chicago, as their free and voluntary act, and as the free and voluntary act and deed of said City of Chicago, for the uses and purposes therein set forth.

Given under my hand and official seal, this ........... ........... day of ......................., 19.....

..............................................
Notary Public

State of Illinois }
} ss.
County of Cook }

I, ............................................................, a Notary Public, in and for the County and State aforesaid, Do Hereby Certify, that George W. Dunne, personally known to me to be the President of the Board of Commissioners of Cook County, and Edward J. Barrett, personally known to me to be the County Clerk of The County of Cook, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and County Clerk, they signed and delivered the said instrument as President of the Board of Commissioners of Cook County and County Clerk of The County of Cook, respectively, and caused the seal of said The County of Cook to be affixed thereto, pursuant to authority, given by the Board of Commissioners of Cook County, as their free and voluntary act, and as the free and voluntary act and deed of said The County of Cook, a body politic and corporate in the State of Illinois, for the uses and purposes therein set forth.

Given under my hand and official seal, this ........... ........... day of ......................., 19.....

..............................................
Notary Public

Steam Agreement
Schedule for Blanks

The blanks to be filled in for the Steam Agreement (draft dated 9/10/69), other than the signature and acknowledgement pages are as follows:

Date of Steam Agreement: Page 1

Date of the beginning of the furnishing of steam: pages 4, 5, 8, 9 and 10

Money amounts for the City and County for the remainder of 1969: page 8

Inasmuch as the money amounts for the furnishing of steam to the City and to the County for the remainder of the year 1969 depend upon when the Commission begins to furnish steam to them, these money amounts to be inserted in page 8 of the Steam Agreement will be as follows for the following dates:

| *Date* | *City* | *County* |
|---|---|---|
| September 1, 1969 | $8,800.00 | $10,700.00 |
| October 1, 1969 | $8,600.00 | $ 9,000.00 |
| November 1, 1969 | $7,300.00 | $ 7,300.00 |
| December 1, 1969 | $4,400.00 | $ 4,400.00 |

SECTION 2. That the Mayor, City Clerk and all other officers of the City of Chicago be and they are hereby authorized and directed to do such other things and to execute such additional certificates and instruments deemed by them to be necessary or appropriate to consummate said Steam Agreement.

SECTION 3. This ordinance shall be in full force and effect immediately upon its passage and publication as provided by law.

### Authority Granted for Renewal of Lease Agreement from 800 North Clark Street Building for Space for Department of Human Resources.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on December 30, 1969, pages 7361 and 7363, recommending that the City Council pass a proposed ordinance transmitted with the committee's report to authorize renewal of lease agreement from 800 North Clark Street Building for space for the Department of Human Resources, Joint Youth Development Committee.

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda —45.

*Nays*—None.

Alderman Sperling excused from voting.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from 800 North Clark Street Building, for Rooms 208 to 215 inclusive, and Rooms 218, 220, 221, 223, and 225 located on the 2nd floor of No. 800 N. Clark Street, approximately 4,300 square feet, for Joint Youth Development Committee, a Division of the Department of Human Resources; such lease to be approved by the Commissioner of the Department of Human Resources, and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on page 7400 of this Journal]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

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### Authority Granted for Renewal of Lease Agreement from Joseph S. Pinkert for Office Space for Chicago Committee on Urban Opportunity.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on December 30, 1969, pages 7362 and 7364, recommending that the City Council pass a proposed ordinance transmitted with the committee's report to authorize renewal of lease agreement from Joseph S. Pinkert for office space in buildings located at Nos. 3952-3958 W. Jackson Boulevard and Nos. 217-225 S. Pulaski Road for Chicago Committee on Urban Opportunity.

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—46.

*Nays*—None.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from Joseph S. Pinkert for approximately 10,800 square feet of office space in the first and second floors, and third floor, in the buildings at Nos. 3952-3958 W. Jackson Boulevard and Nos. 217-225 S. Pulaski Road, for the Chicago Committee on Urban Opportunity, such lease to be approved by the Directress of the Chicago Committee on Urban Opportunity, and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on page 7401 of this Journal]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

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### Special Model Area Council Election Called for Selection of 50% Membership for Each of Model City Target Areas.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on December 30, 1969, pages 7357-7361, recommending that the City Council pass a proposed ordinance transmitted with the committee's report providing for election of 50% of persons serving on Model Area Councils of the Chicago Model Cities Program.

Alderman Keane moved to pass said proposed ordinance.

Alderman Singer moved to Re-refer said proposed ordinance to the Committee on Finance.

Alderman Holman moved to *Lay the Motion to Re-refer on the Table.* The motion to Lay on the Table *Prevailed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Lupo, Buchanan, Bilandic, Swinarski, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Fifielski, Kerwin, Wigoda, Sperling—35.

*Nays*—Aldermen Despres, Rayner, Bohling, Cousins, Staszcuk, Simon, Scholl, McCutcheon, Singer, Hoellen, O'Rourke—11.

Alderman Keane presented a proposed amendment to amend the "Model Cities Election Code" appearing on pages 7357 to 7361 of the Journal of the Proceedings of December 30, 1969, by striking from the paragraph entitled:

> "1. Introduction — "Boundaries of the North Model Cities Target Area" the words "Ashland Avenue" wherever they appear, and substituting in lieu thereof the words "Sheridan Road".

Alderman Keane moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed amendment. The motion *Prevailed,* and said proposed amendment was *Adopted.*

(Continued on page 7402)

**This Agreement,** Made this.................. day of.................. A. D. 19 , between 800 North Clark Street Building .................., as Lessor and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

**Witnesseth:** That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: Rooms 208 to 215 inclusive, and Room 218, 220, 221, 223 and 225 located on the 2nd floor, 800 North Clark Street, approximately 4,300 square feet, for Joint Youth Development Committee, a Division of the Department of Human Resources.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of January A. D. 1970, and ending on the 31st day of December A. D. 1972. Lessee has the right to terminate this lease on thirty days prior notice .................. ~~and has the right to renew this lease for a further period of~~ .................. ~~on the same terms and rental by giving the Lessor in writing days written notice of its election so to do~~

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at Mr. R. Bowen, Mgr. 800 North Clark Street Building or at such other place as the Lessor from time to time in writing may appoint.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of Nine Hundred Eighty Six and no/100----------------($ 986.00) Dollars per month, payable in advance on the first day of each calendar month ~~at~~ by the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessors own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

Lessor shall furnish Janitor, Heat, Elevator Services. Lessee shall pay electricity for premises occupied. It is mutually agreed and understood by and between parties hereto that the remuneration mentioned in this lease is payable solely from funds when made available by the Federal Government.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

**In Witness Whereof,** this lease is signed by or on behalf of the parties hereto the day and year first above written.

(Signature forms omitted)

**This Agreement**, Made this ........ day of ........ A. D. 19 , between Joseph S. Pinkert ........ as Lessor, and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

**Witnesseth:** That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: Approximately 10,800 square feet of office space on the first and second floors, and third floor, in the building at 3952-3958 W. Jackson Boulevard and 217-225 S. Pulaski Road, for Chicago Committee on Urban Opportunity.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of January A. D. 1970, and ending on the 31st day of December A. D. 1972. Lessee has the right to terminate this lease upon thirty days written notice. ~~and the right to renew this lease for a further period of~~

~~years, on the same terms and conditions, by giving to the Lessor, in writing, days written notice of its election so to do.~~

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at 5555 S. Everett Avenue - 60637 or at such other place as the Lessor from time to time in writing may appoint.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of One Thousand Five Hundred Ninety Five and no/100----($ 1,595.00) Dollars per month, payable in advance on the first day of each calendar month ~~at~~ by the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessee

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at their own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

Lessee shall pay electricity and furnish Plate Glass Insurance.

Lessor to provide heat, hot water, and exterior maintenance, boiler and janitor service.

It is mutually agreed and understood by and between the parties hereto that the remuneration mentioned in this lease is payable solely from funds when made available by the Federal Government.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

**In Witness Whereof**, this lease is signed by or on behalf of the parties hereto the day and year first above written.

(Signature forms Omitted)

(Continued from page 7399)

Aldermen Despres, Rayner, Cousins, Singer and O'Rourke presented a proposed amendment to amend paragraphs 2 and 42 of the Model Cities Election Code pertaining to the membership of the Model Area Councils.

Alderman Despres moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed amendment. The motion *Prevailed.*

Alderman Wigoda moved to *Lay the Amendment on the Table.* The motion to Lay on the Table *Prevailed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Lupo, Buchanan, Bilandic, Swinarski, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost Kuta, Collins, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Fifielski, Kerwin, Wigoda —34.

*Nays*—Aldermen Despres, Rayner, Bohling, Cousins, Staszcuk, Simon, Scholl, McCutcheon, Singer, Hoellen, O'Rourke, Sperling—12.

Aldermen Singer, Despres, Rayner and O'Rourke presented a proposed amendment to substitute new language for paragaph 15 of the Model Cities Election Code pertaining to conduct of registration, nomination and election procedures.

Alderman Singer moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed amendment. The motion *Prevailed.*

Alderman Wigoda moved to *Lay the Amendment on the Table.* The motion to Lay on the Table *Prevailed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Lupo, Buchanan, Bilandic, Swinarski, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, Fifielski, Kerwin, Wigoda, Sperling—36.

*Nays*—Aldermen Despres, Rayner, Bohling, Cousins, Staszcuk, Simon, McCutcheon, Singer, Hoellen, O'Rourke—10.

Aldermen Despres, Rayner, Cousins, Singer and O'Rourke presented six proposed amendments to strike and amend sundry paragraphs of the Model Cities Election Code pertaining to inmates of hospitals and nursing homes, residency requirements, dates of elections, etc.

Alderman Despres moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said six proposed amendments. The motion to Suspend the Rules was *Lost,* by yeas and nays as follows:

*Yeas*—Aldermen Despres, Rayner, Cousins, Simon, Singer, O'Rourke—6.

*Nays*—Aldermen Roti, Hubbard, Metcalfe, Holman, Bohling, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Scholl, McCutcheon, Fifielski, Kerwin, Hoellen, Wigoda, Sperling—40.

Alderman Keane then moved the main question on the passage of the proposed ordinance for election of 50% representation in Model City Target Areas, *as amended.* The motion *Prevailed* and said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Bohling, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Fifielski, Kerwin, Hoellen, Wigoda, Sperling—41.

*Nays*—Aldermen Despres, Rayner, Cousins, Singer, O'Rourke—5.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

**The following is said ordinance as passed:**

WHEREAS, The City Council of the City of Chicago by ordinances adopted April 25, 1969, authorized the Mayor to submit to the Secretary of Housing and Urban Development Chicago's Comprehensive Cities Demonstration Program (hereinafter referred to as the "Program"); and

WHEREAS, Said Program was subsequently approved by the Department of Housing and Urban Development, and by action taken July 15, 1969, this Council authorized the Mayor to execute a Grant Agreement in the amount of $38,159,000. which had been submitted to the City of Chicago by the said Department for the purposes of carrying out the first year Action Program; and

WHEREAS, The terms of the said Program assure effective neighborhood representation on each of the four Model Area Councils by requiring that an election be held for the purpose of electing 50% of the members to each of the four Councils; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. A special Model Area Council election in and for the four Model City Areas, North, West, Near South and Mid South as described in Chicago's Comprehensive Demonstration Cities Program, within the City of Chicago be and the same is hereby called to elect twenty members to each of the four Model Area Councils; said special election to be held on Tuesday, April 14, 1970 and every two years thereafter on the second Tuesday in April; said election for membership to the four Model Area Councils shall be limited to residents of the areas described in the Program and designated therein as the four Model City Target Areas.

[Model City Area Map printed on page 7404 of this Journal]

SECTION 2. Said special Model Area Council election shall be governed by the terms of the Model Cities Election Code attached hereto as Exhibit No. 1 and made a part hereof and shall be conducted by the Board of Election Commissioners of the City of Chicago. The laws of the State of Illinois governing elections (Illinois Election Code, Chapter 46, Ill. Rev. Stat. 1967, as amended) shall be applicable as to all procedures and in all instances where the said Model Cities Election Code is silent on the subject.

SECTION 3. The City Clerk is hereby directed promptly to certify the passage of this ordinance and to deliver a copy thereof to the Board of Election Commissioners of the City of Chicago and said Board of Election Commissioners hereby is authorized, directed and requested to take all necessary and appropriate steps for holding and conducting said Model Area Council elections in the four described Model City Target Areas.

SECTION 4. This ordinance shall take effect immediately.

## MODEL CITIES ELECTION CODE

### 1. *Introduction*

Four communities in the City of Chicago are designated Model Cities Neighborhoods and are respectively to be known as North Model Cities Area, West Model Cities Area, Near South Model Cities Area and Mid-South Model Cities Area. The geographical boundaries of the Model Cities Neighborhoods are as follows:

A. North (bounded by Bryn Mawr, Lake Michigan, Diversey, Halsted, Wrightwood, Lakewood, Clybourn, North Western Railroad).

B. West (bounded by North, Belt Line Railroad, North Western Railroad, Western, Cermak, Belt Line Railroad, Roosevelt, Austin).

C. Near South (bounded by Cermak, Lake Michigan, 47th Street, Cottage Grove, Hyde Park Blvd., Pennsylvania Railroad).

D. Mid-South (bounded by 60th Street, Stony Island, 67th Street, Lake Michigan, 79th Street, South Chicago, South Park—excludes South Shore Country Club and Rainbow Beach and Park).

Each of the four Model Cities Neighborhoods are divided into a target area and a study area. The study area in each Model Cities Neighborhood is comprised of the entire area exclusive of the target area.

The geographical boundaries of Model Cities Target Areas are as follows:

### BOUNDARIES OF THE NORTH MODEL CITIES TARGET AREA

North: South of the center line of Foster Avenue, east of Clark Street to Sheridan Road; south of the center line of Lawrence Avenue, east of Sheridan Road to Clarendon Avenue.

South: North of the center line of Montrose Avenue, east of Clark Street to Kenmore Avenue; north of the center line of Irving Park Road, east of Kenmore Avenue to Clarendon Avenue.

East: West of the center line of Clarendon Avenue, north of Irving Park Road to Lawrence Avenue, east of the center line of Sheridan Road, north of Lawrence Avenue to Foster Avenue.

West: East of the center line of Kenmore Avenue, north of Irving Park Road to Montrose Avenue; east of the center line of north Clark Street, north of Montrose Avenue to Foster Avenue.

[Exhibit "A" printed on page 7405 of this Journal]

### BOUNDARIES OF THE WEST MODEL CITIES TARGET AREA

North: South of the south curb of the Eisenhower Expressway, east of Independence Boulevard to the Pennsylvania Railroad right-of-way (approximately 2600 West).

South: North of the center line of Cullerton Street, west of Hamlin Avenue to the Pennsylvania Railroad right-of-way.

East: The west boundary of the Pennsylvania Railroad right-of-way, north of Cullerton Street to the south curb of the Eisenhower Expressway.

West: East of the center line of Hamlin Avenue, north of Cullerton Street to the intersection of Hamlin Avenue and 14th Street; east of the center line of Independence Boulevard, north of 14th Street to the south curb of the Eisenhower Expressway.

[Exhibit "B" printed on page 7406 of this Journal]

### BOUNDARIES OF THE NEAR SOUTH MODEL CITIES TARGET AREA

North: South of the center line of Pershing Road, east of Federal Street to Lake Michigan.

South: North of the center line of 51st Street, east of Federal Street to Cottage Grove Avenue; north of the center line of 47th Street, east of Cottage Grove Avenue to Lake Michigan.

East: West of the center line of Cottage Grove Avenue, north of 51st Street to 47th Street; Lake Michigan, north of 47th Street to Pershing Road.

West: East of the center line of Federal Street, north of 51st Street to Pershing Road.

[Exhibit "C" printed on page 7407 of this Journal]

### BOUNDARIES OF THE MID-SOUTH MODEL CITIES TARGET AREA

North: South of the center line of 60th Street, east of Cottage Grove Avenue to Stony Island Avenue.

South: North of the center line of 67th Street, east of Cottage Grove Avenue to Stony Island Avenue.

East: East of the center line of Stony Island Avenue, north of 67th Street to 60th Street.

West: West of the center line of Cottage Grove Avenue, north of 67th Street to 60th Street.

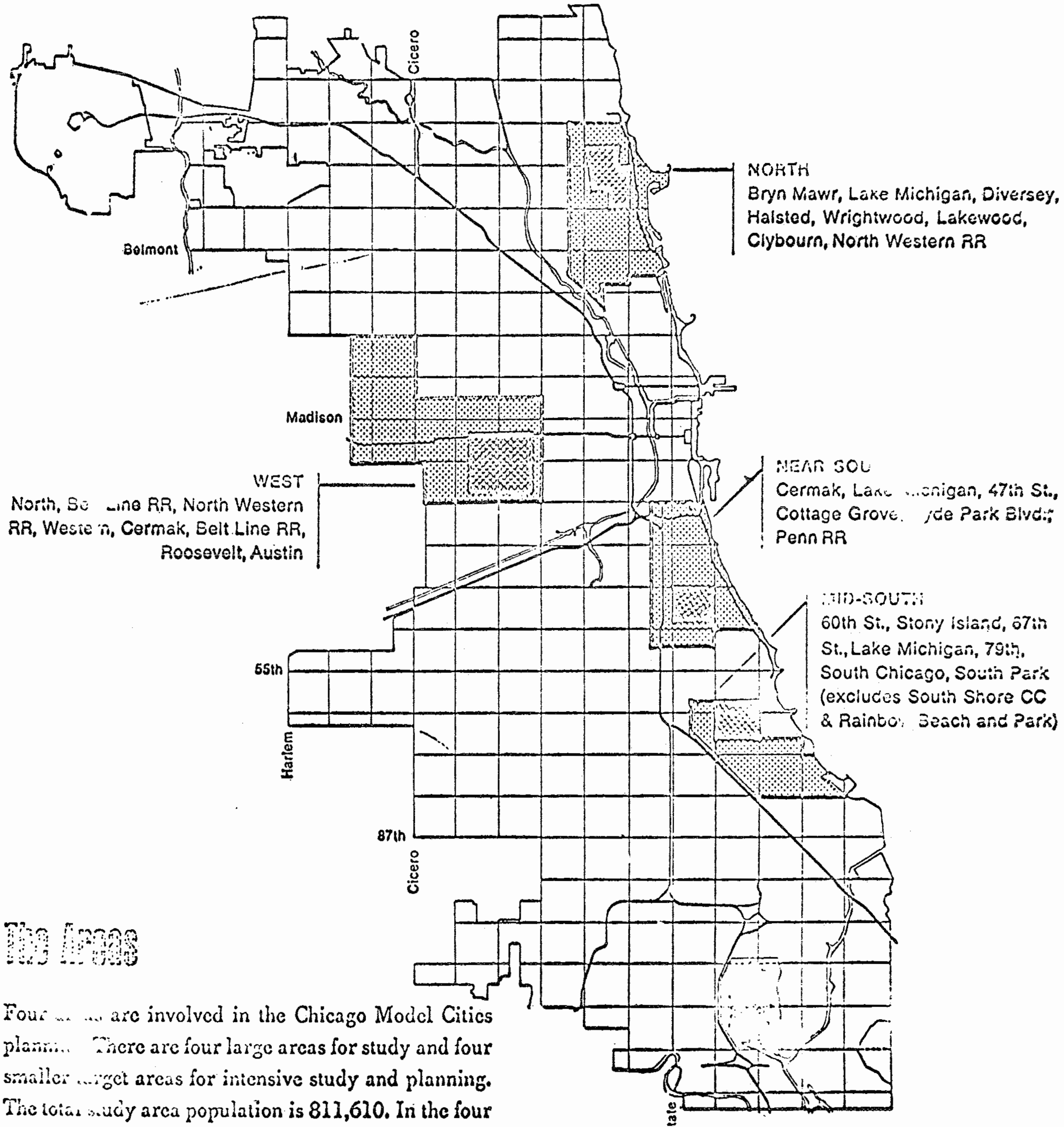
[Exhibit "D" printed on page 7408 of this Journal]

### 2. *Citizens' Governing Council—Council Officers*

East of the four Model Cities Neighborhoods previously described shall be represented by a Model Area Council to be known respectively as the North Model Area Council, West Model Area Council, Near South Model Area Council and Mid-South Model Area Council. As soon as practicable, after all elective and appointive posts are filled, each Model Area Council shall elect a council chairman to preside over council meetings and a secretary to keep the minutes of council meetings. Each

(Continued on page 7409)

## Model Cities Study Areas


Cicero
Belmont
NORTH
Bryn Mawr, Lake Michigan, Diversey,
Halsted, Wrightwood, Lakewood,
Clybourn, North Western RR
Madison
WEST
North, Belt Line RR, North Western
RR, Western, Cermak, Belt Line RR,
Roosevelt, Austin
NEAR SOUTH
Cermak, Lake Michigan, 47th St.,
Cottage Grove, Hyde Park Blvd.,
Penn RR
MID-SOUTH
60th St., Stony Island, 67th
St., Lake Michigan, 79th,
South Chicago, South Park
(excludes South Shore CC
& Rainbow Beach and Park)
55th
Harlem
87th
Cicero
State

## The Areas

Four [illegible] are involved in the Chicago Model Cities planning. There are four large areas for study and four smaller target areas for intensive study and planning. The total study area population is 811,610. In the four target areas live 256,233 persons.

▨ Area for general analysis and planning ▨ Area for intensive study and programming

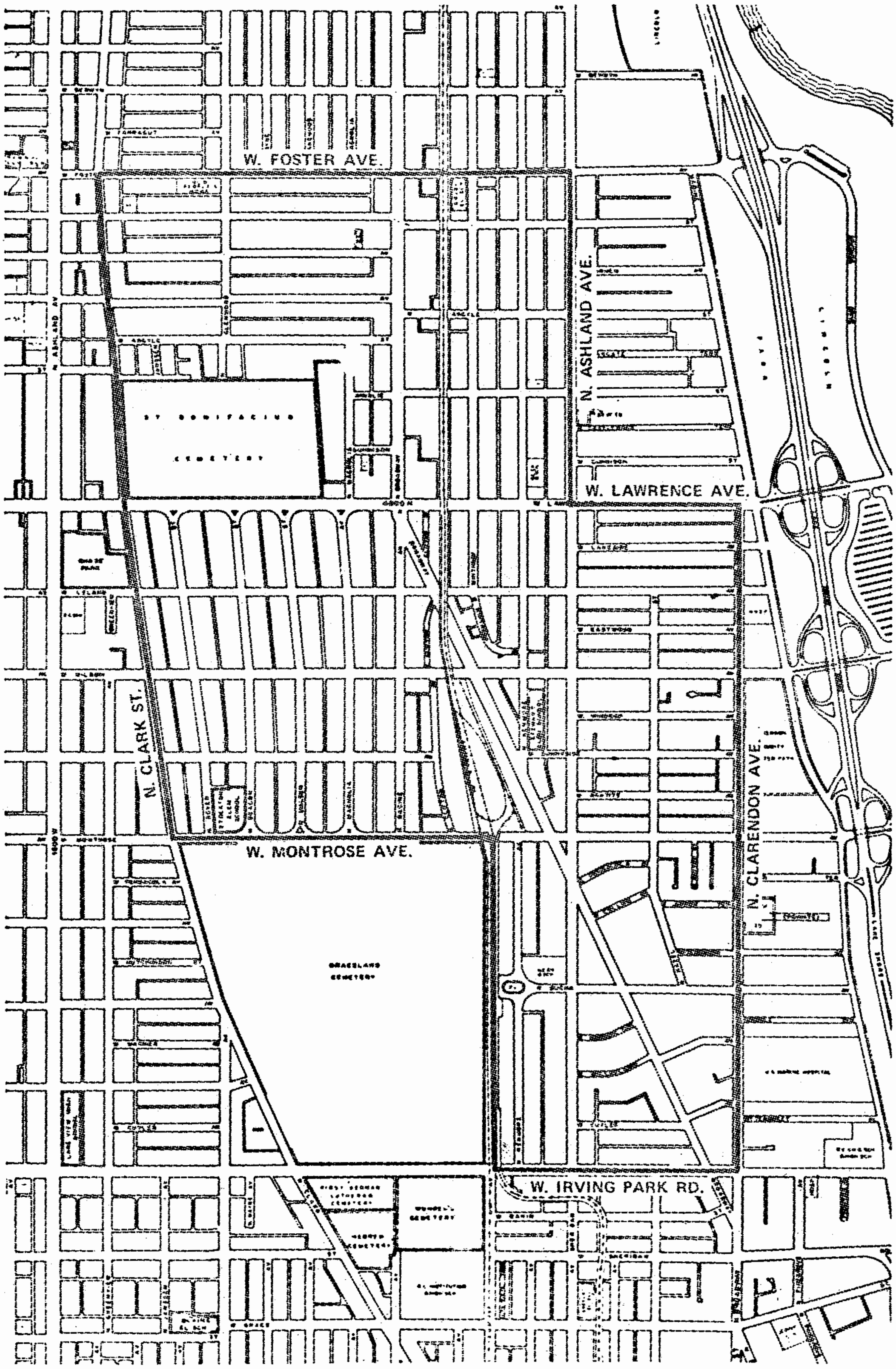
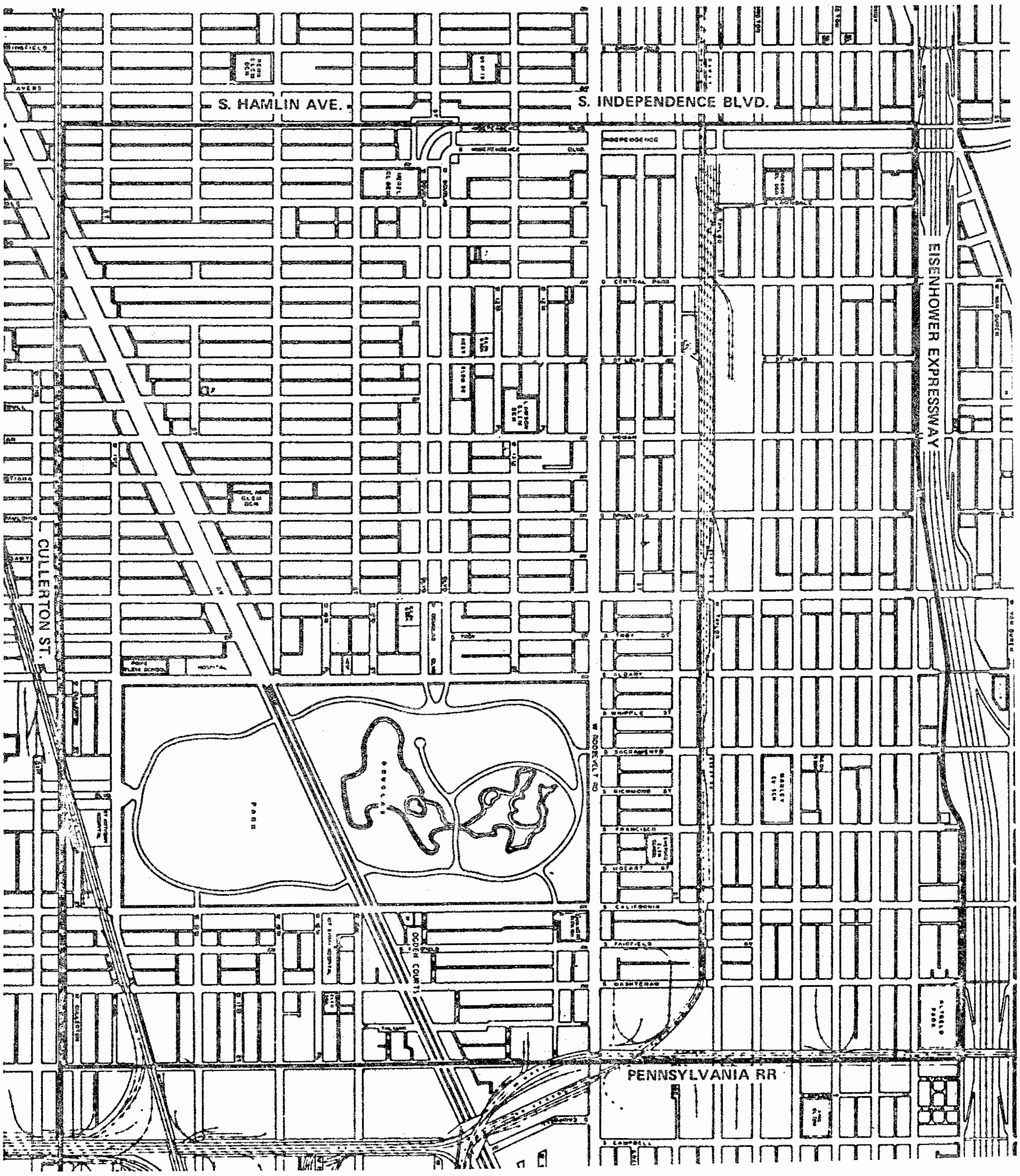

W. FOSTER AVE.
N. ASHLAND AVE.
ST BONIFACIUS CEMETERY
W. LAWRENCE AVE.
N. CLARK ST.
N. CLARENDON AVE.
W. MONTROSE AVE.
GRACELAND CEMETERY
W. IRVING PARK RD.

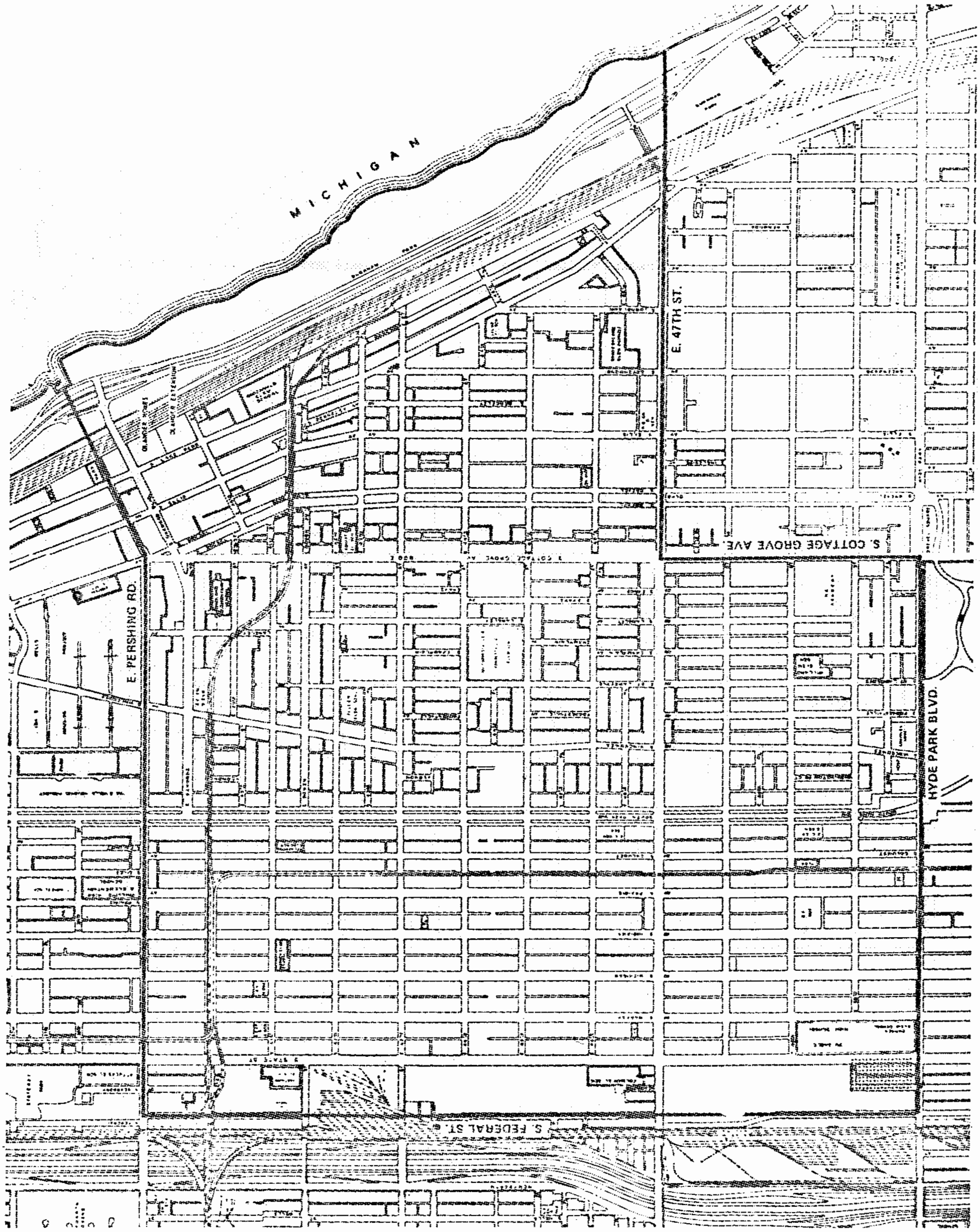
**Exhibit "A"**

MODEL CITIES
NORTH AREA

Exhibit "B"

MODEL CITIES
WEST AREA


S. HAMLIN AVE.
S. INDEPENDENCE BLVD.
EISENHOWER EXPRESSWAY
CULLERTON ST.
W. ROOSEVELT RD.
OGDEN COURTS
PENNSYLVANIA RR


MICHIGAN
E. 47TH ST.
S. COTTAGE GROVE AVE.
E. PERSHING RD.
HYDE PARK BLVD.
S. FEDERAL ST.

MODEL CITIES
NEAR-SOUTH AREA

Exhibit "C"

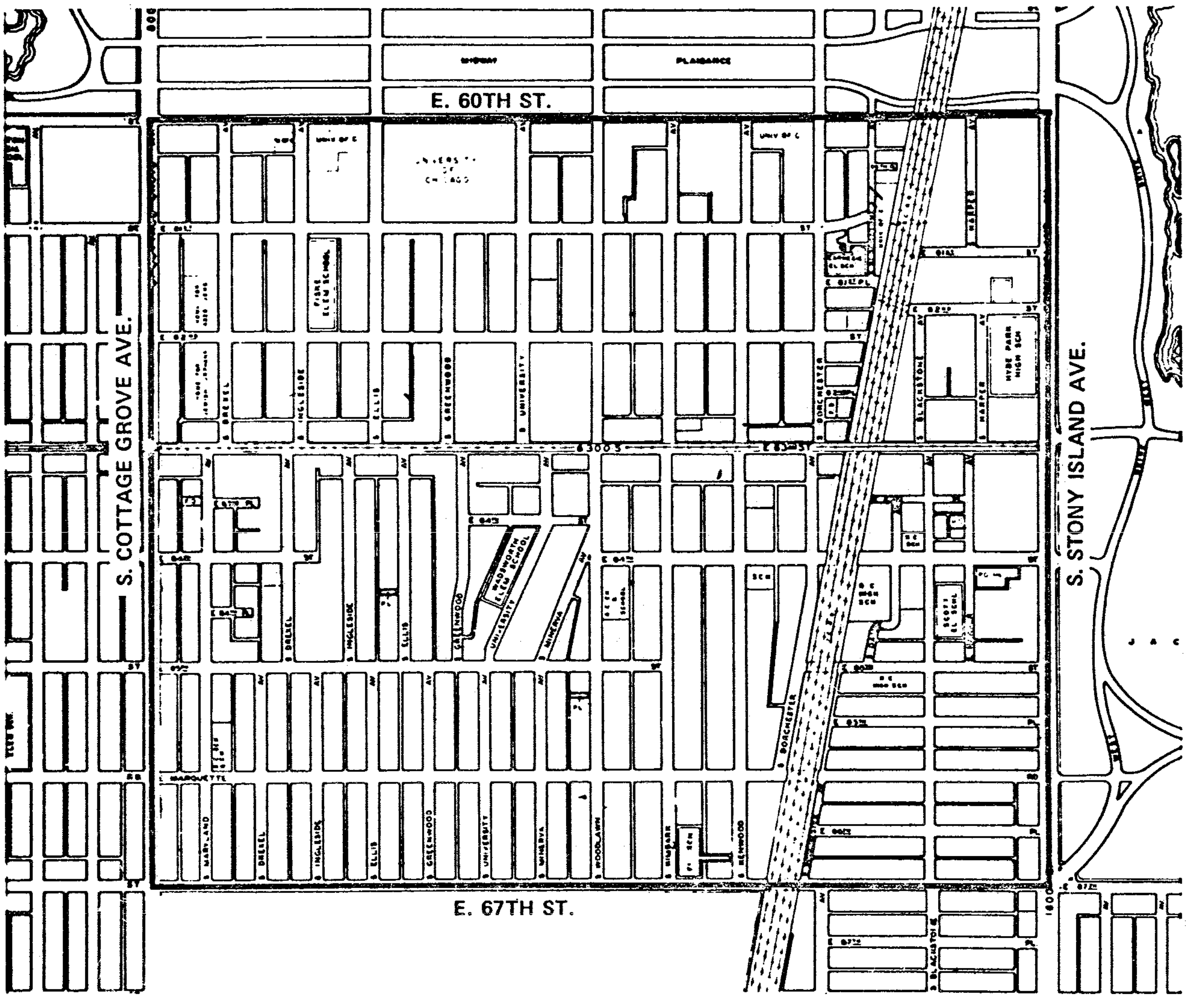

MIDWAY
PLAISANCE
E. 60TH ST.
UNIVERSITY OF CHICAGO
FISKE ELEM SCHOOL
HYDE PARK HIGH SCH
S. COTTAGE GROVE AVE.
S. STONY ISLAND AVE.
E 63RD ST
S DREXEL
S INGLESIDE
S ELLIS
S GREENWOOD
S UNIVERSITY
S DORCHESTER
S BLACKSTONE
S HARPER
WADSWORTH ELEM SCHOOL
MINERVA
MARQUETTE
S MARYLAND
S WOODLAWN
S KIMBARK
S KENWOOD
E. 67TH ST.

Exhibit "D"

MODEL CITIES
MID-SOUTH AREA

(Continued from page 7404)

Model Area Council may elect or appoint such additional council officers as it deems appropriate. Each Model Area Council may establish and maintain such committees as appropriate to relate the Model Cities Program to problems and program of the community.

Each Model Area Council shall consist of forty (40) members, twenty (20) of whom are to be elected at large by voters residing in the said Model Cities Target Area, and twenty (20) of whom are to be appointed by the Mayor of the City of Chicago.

Of the twenty (20) council members to be appointed to each Model Area Council by the Mayor of the City of Chicago, twelve (12) of said members shall reside in the Model Cities Target Area represented by the Council to which they are appointed and eight (8) of said members shall reside in the Model Cities Study Area represented by the Council to which they are appointed.

### 3. *Time of Holding Elections—Term of Office*

The first Model Cities Election shall be held on the second Tuesday in April 1970, to-wit: April 14, 1970. Thereafter Model Cities Elections shall be held every two years on the second Tuesday in April.

The term of office of all members of all Model Area Councils shall commence May 1, 1970 and shall expire April 30, 1972.

Each Model Area Council member elected at a regular Model Cities Election shall serve for a term of two years. Each Model Area Council member appointed by the Mayor of the City of Chicago shall serve for a term of two years.

### 4. *Qualification of Voters*

Every person having resided in a Model Cities Target Area as defined in this Code 90 days next preceding a Model Cities election, and who is a citizen of the United States, of the age of 19 years at the time of the election, is entitled to vote at such election for all positions and on all propositions subject only to said person having registered as a voter as provided in this Code.

### 5. *Permanent Abode—Loss of Residence by Absence*

A permanent abode is necessary to constitute a residence within the meaning of the preceding section. No otherwise qualified voter shall be deemed to have lost his or her residence by reason of his or her absence on business of the United States or of this State.

### 6. *Hospitals, Nursing Homes—Inmates of*

No inmate of any hospital, nursing home or other place of confinement in a Model Cities Target Area shall by virtue of his abode at such hospital, nursing home or other place of confinement be deemed a resident of the Model Cities Target Area in which such hospital, nursing home or other place of confinement may be situated; but every such person shall be deemed a resident of that area in which he has resided for thirty (30) days next prior to becoming an inmate of such hospital, nursing home or other place of confinement.

### 7. *Convicts*

No person who has been legally convicted and sentenced to confinement in the penitentiary shall be permitted to vote at any Model Cities Election unless he shall be restored to the right to vote by certificate of restoration issued by the Governor of this State or by a court in accordance with Law.

### 8. *Registration—Necessity of*

It shall be unlawful for any person to vote in any Model Cities Election unless such person is at the time of such election a registered voter in the City of Chicago or, if said person is 19 years of age, but not yet 21 years of age, or a registered voter for Model Cities Elections, and a resident of one of the Model Cities Target Areas described in paragraph 1. Under the provisions of this Model Cities Election Code all registered voters who are residents of a Model Cities Target Area are also qualified voters for all Model Cities Elections. Persons 19 years of age may specially register as voters for Model Cities Elections if they meet other registrant qualifications.

### 9. *Registrant Qualifications*

No person shall be entitled to be registered unless such person shall by the date of the election next following have resided within a Model Cities Target Area 90 days and be otherwise qualified to vote at such election. Every applicant who shall be 19 years of age or over on the day of the next Model Cities Election shall be permitted to register for said election, if otherwise qualified. To constitute residence under this Code, a permanent abode and dwelling place within a Model Cities Target Area are necessary.

### 10. *Qualifications for Elected Office*

In order to qualify as a candidate for an elective office on a Model Area Council a candidate must submit a petition signed by a minimum of 150 and a maximum of 250 registered voters for Model Cities Elections who reside within the Model Cities Target Area wherein the prospective candidate proposes his candidacy. The candidate must also possess the residency and other requirements necessary to qualify as a voter in the Model Cities Target Area in which he is a candidate. It is not necessary that a candidate also be a registered voter in order to run for office.

### 11. *Qualifications for Appointed Office*

An appointee to the office of Model Area Council Member must reside in the Model Cities Neighborhood represented by the Council to which his appointment is proposed and must possess the residency requirements necessary to qualify as a voter in said area. It is not necessary that a person appointed also be a registered voter in order to serve as an appointee council member.

### 12. *Chicago Board of Election Commissioners as Registration Officer*

The Chicago Board of Election Commissioners shall be ex-officio the registration officer of the Model Cities Target Areas and shall have full charge and control of the registration of voters within each of the Model Cities Target Areas under the terms of this Election Code.

Employees of the Chicago Board of Election Commissioners shall be appointed by the Chicago Board of Election Commissioners as deputy registration officers and as judges of election.

The deputy registrars and judges of registration shall have the same qualifications as are required of judges of election under the laws of this State. Each registration officer shall, before entering upon his duties, take and subscribe to the oath or affirmation required of judges of election in this State.

### 13. *Time and Place for Registration*

Registration for voting in Model Cities Election shall take place at the office of the Chicago Board of Election Commissioners between the hours of 9:00 A.M. and 5:00 P.M. Monday through Friday, on Saturday from 9:00 A.M. to 12 Noon, except Sunday and holidays and on such additional days and during such additional hours as the Board of Election Commissioners may determine.

The Chicago Board of Election Commissioners will establish one or more offices in each Model Cities Target Area for the purpose of permitting local registration in each of said Model Cities Target Areas on a date prior to the holding of the first Model Cities Election as provided in this Code. Reasonable public notice of the establishment and location of any such office for the purpose of holding local registration and of the hours of local registration shall be given in each Model Cities Target Area prior to said local registration.

14. *Absentee Ballots Not Valid*

All ballots to be cast in Model Cities Elections must be cast in person during regular election hours at the appropriate polling place for each prospective voter as defined in this Election Code.

15. *Conduct of Registration—Manner*

If not otherwise provided in this Model Cities Election Code, the Chicago Board of Election Commissioners shall have the discretion to establish the manner of conducting registration and contesting same.

16. *Establishment of Polling Places*

The Chicago Board of Election Commissioners is vested with the authority to designate the location of polling places for the Model Cities Election. To the extent that it is possible, the Chicago Board of Election Commissioners shall adopt the precinct boundaries and numerical designation presently employed by said Board. The Board of Election Commissioners may, in their sound discretion, join several precincts together for the purpose of establishing a single polling place to serve one or more precincts. Wherever possible the Board of Election Commissioners must choose schools as the precinct voting places.

Whenever a single polling place is established for multiple precincts the Chicago Board of Election Commissioners shall, at least 30 days prior to any Model Cities Election, prepare, distribute and make available for distribution maps showing the location of every polling place, fully identifying and describing the area to be served by each said polling place. Copies of such maps shall be made available to the general public and to candidates.

17. *Nominating Petitions*

The Chicago Board of Election Commissioners shall prepare and make available to any interested citizen nominating petition forms appropriate for use in nominating candidates for the office of Model Area Council Member. Said forms shall be available in the office of the Chicago Board of Election Commissioners and in all Model Cities offices on or after January 6, 1970 for use in the April 1970 Model Cities Election. For all subsequent elections conducted pursuant to this Code said forms shall be made available to the general public not less than 90 days prior to the date of a proposed election.

18. *Time for Filing Nominating Petitions*

Nominating petitions for the office of Model Area Council Member may be filed with the Chicago Board of Election Commissioners on or after January 13, 1970 but no later than January 26, 1970, both dates inclusive. Nominating petitions may not be amended or revised after they have been filed with the Chicago Board of Election Commissioners.

19. *Objections to Nominating Petitions*

Objections to nominating petitions must be filed with the Chicago Board of Election Commissioners and may only be filed by a registered voter residing in the Model Cities Target Area wherein the contested nominee proposes his candidacy. All objections to nominating petitions must fully set forth the basis for the objections and specify the sheet number and line number of each contested signature.

20. *Time for Filing Objections to Nominating Petitions*

Objections to nominating petitions may be filed with the Chicago Board of Election Commissioners on or after January 27, 1970 but in no event later than February 2, 1970, both dates inclusive. No amendments to objections shall be permitted after the last date for filing.

21. *Hearing on Objections to Nominating Petitions*

All objections to nominating petitions will be heard and decided by the Chicago Board of Election Commissioners commencing February 5, 1970 and concluding no later than February 7, 1970, both dates inclusive.

22. *Ruling on Objections*

The Chicago Board of Election Commissioners shall render a decision on all objections no later than February 9, 1970.

23. *Judicial Review*

The time in which an aggrieved candidate or objector must file a petition for judicial review of the ruling of the Chicago Board of Election Commissioners shall extend from February 10 to February 19, 1970, both dates inclusive.

24. *Answer to Complaint for Petition for Judicial Review*

Any respondent to a petition for judicial review must file answer to said petition within ten days of the date of the filing of said petition.

25. *Ruling on Petition for Judicial Review*

It is contemplated that the Circuit Court will adjudicate on all complaints for judicial review by March 12, 1970.

26. *Preparation of Ballots, Election Literature and Literature Publicizing Precinct Polling Places*

The Chicago Board of Election Commissioners shall prepare ballots, precinct maps, literature publicizing the location of precinct polling places and sample ballots as soon as practicable after the expiration of the last day for filing objections to nominating petitions. The Chicago Board of Election Commissioners, in the exercise of their sound discretion, shall make available to interested citizens and candidates, without charge, reasonable quantities of said sample ballots, precinct maps and literature publicizing the location of precinct polling places.

27. *Lottery to Determine Order of Candidates Names on Ballots*

After the expiration of the period of time for filing nominating petitions and contesting same, as set forth herein, the Chicago Board of Election Commissioners shall hold a lottery to determine the order in which candidates names are to appear on each Model Area Council election ballot. The lottery shall be held in the office of the Chicago Board of Election Commissioners at a time and under the circumstances specified by the Chicago Board of Election Commissioners. Reasonable public notice of the holding of said lottery shall be given by the Chicago Board of Election Commissioners to the public generally and specifically to each Model Area Council.

28. *Conduct of Elections—Hours for Voting*

If not otherwise provided in this Model Cities Election Code, the manner of conducting voting at Model Cities Elections shall be the same, as nearly as may be, as that set out in Illinois Revised Statutes Chapter 46, otherwise known as the Election Code, approved May 11, 1943, as heretofore and hereafter amended. On the day of election all precinct polling places are to remain open from 6:00 A.M. to 6:00 P.M. for the purpose of permitting qualified registered voters to cast ballots.

29. *Contests of Elections*

The Chicago Board of Election Commissioners shall hear and determine cases of contested Model Cities Elections.

30. *Right of Contest*

The election of any person to a Model Area Council may only be contested by a defeated candidate for that Model Area Council.

31. *Time of Instituting Contest*

Contest of elections shall be commenced by filing with the Chicago Board of Election Commissioners, no later than five (5) days after the result of an election shall have been determined, a verified petition specifically setting forth the points upon which the contestant relies.

32. *Hearing of Contests*

The Chicago Board of Election Commissioners shall hear and decide said contests within ten (10) days after the last day for filing petitions of contest and shall grant such relief as it deems appropriate.

33. *Judicial Review of Election Contests*

Only parties to an election contest before the Chicago Board of Election Commissioners may seek judicial review of said Election Commissioners' decision. Any petition for judicial review must be filed no later than five (5) days after said ruling is published by the Chicago Board of Election Commissioners.

34. *Answer to Complaint for Petition for Judicial Review of Contests*

Any respondent to a petition for judicial review of contests must file answer to said petition within ten (10) days after the date of the filing of said petition.

35. *Ruling on Petition for Judicial Review of Contests*

It is contemplated that the Circuit Court will adjudicate all complaints for judicial review as soon as practicable, said matters to be given priority by the court.

36. *Judges of Election*

The judges of election shall take the same oaths and have the same powers and authority, as nearly as may be, as judges of election provided for in the Election Code, approved May 11, 1943, as heretofore and hereafter amended. After the closing of the polls, the ballots shall be counted and returns made out and delivered, under seal, to the chairman of the Chicago Board of Election Commissioners forthwith. Thereupon, the Chicago Board of Election Commissioners shall examine and canvass the returns, call the results of the election and transcribe a statement of the results upon their records.

37. *Election Publicity*

The Chicago Board of Election Commissioners shall publish a notice of the election to be held for the office of Model Area Council Member together with a sample ballot for said election; said notice shall be published not more than 30 nor less than 15 days in advance of the election in one of the following daily newspapers: Chicago Tribune, Sun Times, Chicago Daily News, Chicago Today and Chicago Daily Defender. In addition, said notice shall also be published in at least two (2) local newspapers published and/or given daily or weekly circulation in each Model Cities Target Area. The notice to be given shall state the time and place of the proposed election and the office to be filled.

38. *Voting—Manner of*

A vote may be cast for each office to be filled in the Model Cities Target Area wherein a registered voter resides. In the event a ballot is marked for more candidates than there are offices to be filled, said ballot shall be declared void. In the event a ballot is marked for fewer candidates than there are offices to fill, the ballot shall be valid and the candidate or candidates for whom the ballot is marked shall each receive one vote. A candidate may not receive more than one vote on each ballot.

39. *Notice to Persons Elected or Appointed*

Within seven (7) days after the results of a Model Cities Election are proclaimed, the Chairman of the Chicago Board of Election Commissioners shall notify the Mayor of the City of Chicago and the winning candidate. In addition, all persons appointed to membership on a Model Area Council shall be notified within a reasonable time of said appointment by the Director of the Model Cities Program.

40. *Non Partisan Election*

Each candidate shall run at large on a non partisan basis throughout the Model Cities Target Area wherein he resides.

41. *Candidates—Winners*

Candidates who receive the highest number of votes corresponding to the number of elective positions available on the respective Model Area Council for which they are a candidate shall be declared the winners.

42. *Mayoral Appointments*

The Mayor of the City of Chicago shall appoint twenty (20) members to each Model Area Council to serve for a two-year term. Twelve (12) of the council members so appointed shall be residents of the Model Cities Target Area represented by the council to which they are appointed. Eight (8) of the council members so appointed shall be residents of the study area represented by the council to which their appointment is proposed.

43. *Duties of Office*

It shall be the duty of each member of a Model Area Council to attend regularly scheduled meetings of the Model Area Council and specially scheduled meetings upon due and adequate notice and to actively participate in plan development and implementation. Each Model Area Council shall render advisory opinions to the Mayor of the City of Chicago when called upon to do so and when in the judgment of the Council such opinions are desirable.

44. *Vacancies—Resignations*

Resignations from elective or appointive positions on the Model Area Council shall be in writing and addressed and delivered to the chairman of the Model Area Council from which said resignation is proposed. Duplicate copies of said resignation shall be sent to the Secretary of the said Model Area Council, the Clerk of the City of Chicago and to the Director of the Model Cities Program.

45. *Events Creating Vacancy*

Every position, whether elective or appointive, on each Model Area Council shall become vacant on the happening of one or more of the following events, before the expiration of the term of a council member:

1. Death of the incumbent.
2. Resignation.
3. Adjudication of insanity.
4. Removing place of residence from the Model Cities Target Area or Study Area from which he has been elected or appointed.
5. Conviction of an infamous crime as defined by the State Statute.
6. Removal from office for official misconduct.
7. Refusal or neglect to take his oath of office.
8. Decision of a competent tribunal declaring election void.

46. *Filling Vacancy on Model Area Council*

Whenever it is deemed that a vacancy exists for elective or appointive office on any Model Area Council, the remaining members of said Model Area Council shall have the authority to elect a member to serve the unexpired term on said council.

47. *Penalties*

Violation of this Model Cities Election Code shall subject the violators to a fine not to exceed $500.

48. *Subsequent Elections*

Dates for the subsequent elections to be held every two years hereafter shall conform as closely as possible to the election timetable set forth in this Code and the specific dates for each succeeding election may be selected and publicized by the Chicago Board of Election Commissioners in consultation with the Director of the Model Cities Program.

49. *Partial Invalidity*

If any section, subdivision, sentence or clause of this act is for any reason held invalid or to be unconstitutional, such decision shall not affect the validity of the remaining portions of this act.

## Authority Granted for Execution of Operator's Agreement for Parking Facility No. 1.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on December 30, 1969, page 7339, recommending that the City Council pass a proposed ordinance transmitted with the committee's report [Proposed ordinance printed in Committee Pamphlet No. 19] to authorize execution of Parking Facility Operator's Lease Agreement for Parking Facility No. 1 for Year 1970.

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Singer, Fifielski, Kerwin, Wigoda, Sperling—39.

*Nays*—Aldermen Despres, Simon, Scholl, McCutcheon, Hoellen, O'Rourke—6.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Streets and Sanitation is hereby authorized and directed to execute on behalf of the City of Chicago, the City Comptroller to countersign, and the City Clerk to attest, upon approval of the Corporation Counsel as to form and legality, a Parking Facility Operator's Agreement between the City of Chicago and Rialto Parking Service Corp., Inc., for Chicago Parking Facility No. 1 at No. 11 W. Wacker Drive. Said agreement is attached to this ordinance and made a part hereof, the same as if incorporated herein.

### CITY OF CHICAGO
### PARKING FACILITY
### OPERATOR'S AGREEMENT

This Agreement, made this ............day of ....................., A.D. 19..., between the City of Chicago, a municipal corporation of the State of Illinois (sometimes hereinafter referred to as "City"), and Rialto Parking Service Corp., Inc., an Illinois corporation (sometimes hereinafter referred to as "Operator").

This Agreement Witnesseth:

That for and in consideration of the mutual promises, covenants, terms and conditions, both general and special, as hereinafter set forth, the City hereby grants to the Operator the privileges hereinafter described and the Operator agrees to assume the duties, responsibilities, and obligations as hereinafter set forth, with respect to the premises and parking facility described as follows:

11 West Wacker Drive, Chicago, Illinois, known as City of Chicago Parking Facility No. 1.

This City of Chicago Parking Facility Operator's Agreement constitutes the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences shall be implied or impressed upon such Agreement that are not herein set forth.

The term of this Agreement shall be for the period of one (1) year beginning on the 1st day of January, 1970, and ending on the 31st day of December, 1970, unless said term shall be sooner terminated as hereinafter provided.

### Article I.

*Definition of terms.*

A. "Bureau of Parking" means that agency of the City of Chicago, having management and control of the establishment, operation and maintenance of parking facilities.

B. "Commissioner" means the Commissioner of Streets and Sanitation of the City of Chicago, or any other official designated by the City Council to have administrative supervision over the Bureau of Parking.

C. "Operator" means any natural person, partnership, corporation, company or other legal entity who or which owns, controls, manages and directs the business of parking motor vehicles on public off-street parking lots, or in public off-street parking garages, or in other public off-street parking facilities.

### Article II.

*Assignment or transfer.*

The Operator shall not assign or transfer this Agreement nor any of the rights or privileges granted hereby, nor enter into any contract requiring or permitting the doing of any act hereunder by an independent contractor, unless otherwise expressly provided herein, without prior written approval signed by the Commissioner. If the Operator is a partnership or corporation or legal entity other than a natural person, and control of said entity changes at any time during the term hereof, the City may, at its option, deem and declare such change as a breach of this agreement and take immediate possession of said premises and facility first hereinabove described. It is understood and agreed by and between the City and the Operator that nothing contained in this Agreement is intended or shall be construed as in any way creating or establishing the relationship of co-partners or joint venturers between the parties hereto.

### Article III.

*Present condition of premises.*

The Operator has examined the premises, facilities and appurtenances first hereinabove described, prior to and as a condition precedent to his acceptance and the execution of this Agreement, and is satisfied with the physical condition of said premises, and his taking possession shall constitute conclusive evidence of his receipt thereof in safe and sanitary condition, and in good order and repair, unless otherwise specified herein. The Operator agrees and admits that no representations as to condition or repair have been made by the City or its officers, employees or agents, which are not herein expressed or endorsed hereon, and that no promises to decorate, alter, repair or improve said premises, before, at or after the execution of this Agreement by the parties, not expressly contained herein, have been made by the City or its officers, employees or agents.

### Article IV.

*Future condition of premises.*

The Operator shall keep the premises, facility and appurtenances first hereinabove described in a safe, sanitary and sightly condition, and in good repair, and shall yield the same back to the City upon the termination of this Agreement in such condition and repair, ordinary wear and tear excepted. If said premises and facility shall not be so kept by the Operator, the City may enter the premises (without such entry constituting a termination of the privileges herein granted or an interference with the possession of or constructive or other eviction from said premises and facility) and do all things necessary to restore said premises and facility to the condition herein required.

### Article V.

*Signs and advertising.*

The Operator shall not permit or place, post or cause to be placed or posted any sign, billboard, poster, advertising material or similar devices in view of the general public on, in or about the premises and facility without prior written approval signed by the Commissioner. Any such sign, billboard, poster, advertising material or similar devices not authorized by him may be removed by the City and all cost and expense resulting therefrom shall be charged to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses in addition to the rent and charges otherwise reserved in this Agreement. The City hereby reserves the right to erect and maintain such signs or billboards on the premises and facility, from time to time, as the Commissioner may deem advisable.

### Article VI.

*Alterations and additions.*

The Operator shall make no alterations or additions to the premises and facility first hereinabove described without the prior consent of the City as evidenced by approval in writing signed by the Commissioner. All alterations and additions shall remain as part of said premises and facility unless the City shall otherwise elect, as evidenced by prior approval in writing signed by the Commissioner. Said alterations and additions shall include, but are not limited to, locks, bolts and all fixtures.

### Article VII.

*Maintenance by Operator.*

The Operator agrees to maintain the premises and facility, advancing funds therefor, reimbursement being subject to all provisions of this Agreement, from day to day in good condition and repair and agrees to do all things necessary toward that end, particularly, but not limited to, the following:

A. Maintain all wheel stops and blocks.
B. Maintain and care for all planting.
C. Maintain all washrooms, toilets and rest rooms according to acceptable health standards.
D. Maintain the premises and facility in a clean, presentable condition, prevent accumulations of dirt, paper or trash of any kind upon the premises and facility.
E. Remove snow, ice and other obstructions from adjacent driveways and sidewalks. Said snow, ice and like debris to be removed shall not be placed upon the public ways or any portion thereof.
F. Make minor necessary repairs to plumbing, lighting and heating equipment. It is agreed by and between the parties that the Commissioner in his sole judgment shall determine whether a repair is minor or otherwise.
G. Advance payment for all utility services, including gas, heat, water and electricity, reimbursement being subject to all provisions of this Agreement.

Should the Operator fail to comply with any of the obligations listed above, the City may, after five (5) days notice to comply, in the event of noncompliance, enter upon said premises and take all steps necessary to insure compliance with the above obligations, in addition to other remedies set forth herein, charging the cost and expense of such entry and procedure to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses.

### Article VIII.

*Maintenance by City.*

The City agrees to maintain and pay for the following items of maintenance and equipment:

A. Maintain said facility in structural repair.
B. Make necessary major repairs to plumbing, lighting and heating.
C. Remove snow and ice, except from sidewalks and driveways.
D. Supply and maintain cash register.
E. Supply all parking tickets and other forms.
F. Supply and maintain pavement markings.
G. Supply electric light bulbs and replace said bulbs and fuses when necessary.
H. Maintain and replace all gates and barricades.
I. Maintain and keep in good working order the hoists, hoist equipment, lifts and elevators.
J. Maintain and keep in good working order

all neon directional, informational, and advertising signs located in the interior or on the exterior of the facility.

### Article IX.

*Compliance with law; Liens.*

The Operator agrees to operate such facility as first hereinabove described in compliance at all times with this Agreement and all laws, statutes, ordinances and rules and regulations which are now in effect or which may be hereafter adopted, particularly, but not limited to, all rules and regulations of the Bureau of Parking, Department of Streets and Sanitation. The Operator agrees to keep premises, facility and appurtenances first hereinabove described free and clear of any and all liens in any way arising out of the Operator's use and maintenance thereof.

### Article X.

*Operation of Facility.*

The Operator agrees to operate the facility subject to all provisions of this Agreement for the convenience of the public during the terms hereof and shall use and occupy the above premises solely for off-street parking of motor vehicles, the Operator shall use his best efforts to secure, maintain and develop the parking business conducted by him under the terms of this Agreement and to increase the same whenever and wherever possible, and shall refrain from and prevent the diversion of any such parking business from the facility whenever possible.

### Article XI.

*Hours of operation.*

The Operator agrees to operate the facility twenty-four (24) hours a day seven (7) days a week, holidays included. The hours of operation may be changed from time to time by the Commissioner, when authorized and directed to do so by the City Council of the City of Chicago. Such change shall take effect within forty-eight (48) hours, Sundays and holidays excluded, after written notice thereof is received by the Operator.

### Article XII.

*Vehicle parking.*

At no time shall the Operator remove or permit or cause to be removed from the premises and facility any vehicle placed thereon for parking purposes without the express consent of the owner or operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator enter or drive, or permit or cause to be entered or driven, any vehicle which has been placed upon the premises for the purpose of self-parking, without the express consent of the owner or operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator accept or cause to be accepted for parking any commercial vehicles, except with the prior written approval signed by the Commissioner. At no time shall the Operator permit or cause to be permitted the parking of any vehicle whatsoever on or in the premises and facility free of charge.

### Article XIII.

*Operator's employees.*

A. The Operator hereby agrees to select, employ and pay such personnel as may be required in the operation of the facility first hereinabove mentioned, unless otherwise specifically provided for in this Agreement. The Operator agrees further that in performing the covenants, promises and conditions under this Agreement, he shall not discriminate against any worker, employee or applicant, nor against any member of the public, on account of race, creed, color or national origin, nor otherwise commit an unfair employment practice.

B. The Operator agrees further to do or cause to be done the following:

1. To supervise, direct and manage the activities of his employees in such manner as to provide prompt, safe, efficient and courteous services as will be adequate to meet all reasonable demands for parking services on the premises and facility, and to provide a sufficient number of said employees as to enable such services to be provided at all times of the operation of said facility.
2. To cause and require all employees serving as attendants on the premises and facility to wear uniforms, caps and badges to be supplied by and at the expense of the Operator and to require said employees at all times to present a neat and clean appearance. The color and design of said uniforms, caps and badges shall be first approved in writing signed by the Commissioner.

### Article XIV.

*Insurance.*

A. The City, at the time or prior to the execution of this Agreement, agrees to furnish all the insurance required under this Agreement and this Article, to be paid from the revenues resulting from the operation of the facility first hereinabove described. All policies of insurance shall name the beneficiary as indicated below and shall be delivered to and held by the City Comptroller. Said insurance shall be placed only with such insurance companies as are approved from time to time by the City Comptroller.

B. Each such insurance policy as set forth in this Article shall contain a provision to the effect that said insurance cannot be cancelled unless the City Comptroller has been notified not less than thirty (30) days prior to the intended cancellation date.

C. In the event that any additional premiums or audits shall be required, the same shall be paid by the City of Chicago from the revenues resulting from the operation of said facility; any return premiums or audits shall be paid to the City of Chicago, for deposit into an appropriate revenue fund.

D. The insurance to be provided as set forth in this Article shall include the following coverages to be maintained during the life of this Agreement:

1. Workmen's Compensation and Occupational Disease Insurance in the names of the City and Operator as insured parties, covering all employees engaged in any work pursuant to this Agreement; liability coverage to be not less than $100,000.00.

2. Fire, Extended Coverage, Vandalism and Malicious Mischief, in the name of the City as the insured party, with not less than eighty (80) percent co-insurance on all buildings included in said facility; liability coverage to be not less than $1,995,000.00.

3. Fire, Extended Coverage, Vandalism and Malicious Mischief covering the contents in all buildings of said facility, in the names of the City and Operator as insured parties, with not less than ninety (90) percent co-insurance on contents in all buildings of said facility; liability coverage to be not less than $5,000.00. (This coverage shall be applicable only in the event said contents are valued at $2,500.00 or more).

4. Fire, Extended Coverage and Malicious Mischief for business interruption, in the names of the City and Operator as insured parties, contemplating fifty (50) percent of the gross earnings, as determined from previous earnings of said facility; liability coverage to be not less than $205,000.00.

5. Garage Keeper's Legal Liability, Fire and

Explosion, Theft of Automobile, and Combined Coverage, in the names of the City and Operator as insured parties, to include riot, civil commotion, vandalism and malicious mischief with a $25.00 deductible provision, and a $100.00 deductible provision for collision and upset.

6. Plate glass coverage, in the names of the City and Operator as insured parties, fully covering all plate glass of the facility.

7. Commercial Blanket Fidelity Bond, in the name of the Operator as the insured party, covering all employees; liability coverage to be not less than $25,000.00.

8. Broad Form Money and Securities Insurance in the name of the Operator as the insured party, covering interior and exterior locations, if necessary, liability coverage to be not less than $3,000.00.

9. Comprehensive Public Liability and Property Damage Insurance, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries from any one accident; and $50,000.00 for property damage resulting from any one accident.

10. Owner's or Landlord's Protective Policy, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries resulting from any one accident; and $50,000.00 for property damage resulting from any one accident.

11. Elevator Liability, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries resulting from any one accident; and $50,000.00 for property damage resulting from any one accident.

### Article XV.

*Destruction of facilities.*

A. In the event the premises and facility or a part thereof shall become damaged or destroyed by fire, explosion, or other casualty, and if the Commissioner determines in his sole judgment that said damages can be repaired within a reasonable time, upon notification thereof, the Operator agrees to submit plans and specifications for approval by the Commissioner, which are necessary to restore the premises and facility to the condition which existed prior to said damage, and agrees to make all repairs according to said plans and specifications after approval by the Commissioner. Failure of the Operator to submit said plans and specifications to the Commissioner within ten (10) days after the casualty above described, or failure to commence said restoration work within five (5) days after the Operator has received the plans and specifications as approved by the Commissioner, or failure to complete such restoration work within a reasonable time, will constitute an abandonment by the Operator.

B. The cost of such repairs and restoration described in this Article shall be paid from the funds received by the City and Operator under insurance policies to the extent said costs are thereunder covered. Should any balance of costs remain which are not covered by said insurance policies, fifty (50) percent of said balance shall be paid by the City and fifty (50) percent shall be paid by the Operator.

C. Notwithstanding the foregoing provisions, in the event of a casualty described in Paragraph A of this Article, the Commissioner may elect, in his sole judgment, to consider said premises and facility beyond repair and refuse to permit the repair, reconstruction or restoration of said premises and facility, and upon written notice of said election from the Commissioner to the Operator within thirty (30) days from the date of said casualty, the obligation of the Operator to pay such rent and charges as are hereinafter reserved to the City shall cease and this Agreement shall thereupon terminate; provided, however, that all rents and charges theretofore accrued shall remain due and payable by the Operator forthwith.

### Article XVI.

*Indemnification.*

The Operator shall assume all risks incident to or in connection with his business to be conducted hereunder and shall be solely responsible for all accidents or injuries of whatsoever kind or nature as may be sustained by any persons or property and the Operator shall indemnify, defend and save harmless the City, its officers, agents and employees from any and all claims, suits, losses or damages arising from said accidents or injuries of whatsoever kind or nature, arising directly or indirectly out of the operation of said business, or resulting from the carelessness, negligence or improper conduct of the City, Operator or any of their officers, agents or employees. Said Operator shall also indemnify, defend and save harmless the City, its officers, agents and employees from any penalties for violation of any law, statute, ordinance or regulation affecting its operations.

### Article XVII.

*Operator's Performance Bond.*

The Operator shall deliver to the City at the time of or prior to the execution of this Agreement an approved Government Bond payable to bearer or the City of Chicago or, in lieu thereof, a Performance Bond approved by the City Comptroller and the Corporation Counsel in the amount of $30,000.00. Said bond shall be conditioned upon the full and faithful performance by the Operator of each and every covenant, promise, term, condition, undertaking and agreement set forth in this Agreement.

### Article XVIII.

*Parking fees and charges.*

The Operator hereby agrees to charge for parking vehicles on the premises and facility first hereinabove described the following fees, rates and charges, during the term of this Agreement:

A. *Transient.*

| | |
|---|---|
| 1 hour or less | $0.65 |
| 2 hours | 0.90 |
| Each hour thereafter | 0.25 |
| 12 hour maximum | 2.50 |
| 24 hour maximum | 2.75 |

B. *Monthly.*

| | |
|---|---|
| For each one-month period, once in and once out | $25.00 |
| For each one-month period, unrestricted | $30.00 |

C. It is understood and agreed that parking fees, rates and charges may be changed by the Commissioner when authorized and directed to do so by the City Council of the City of Chicago and the Operator agrees to make such changes when directed to do so by the Commissioner. Fees, rates and charges shall be put into effect within forty-eight (48) hours after written notification thereof has been given to the Operator by the Commissioner and shall remain in effect until changed by the Commissioner as herein provided.

### Article XIX.

*License fees, taxes and charges; budget; and compensation.*

A. *Definitions.*

1. "Basic gross revenue level," is that the reve-

nue income anticipated to be received by Facility No. 1 during the period of this Agreement, and shall be established by considering a selected series of consecutive prior years which, in the judgment of the Commissioner, best represents that average level of yearly gross revenue received by said Facility, together with any current increase in parking fees authorized by the City Council.

2. "Actual gross revenue level," is the actual dollar amount of gross revenue received by the Facility from parking fees during the period of this Agreement, as shall be determined by an examination of all books and records pertaining to such actual revenues, received, said examination to be conducted by the City after the termination of this Agreement.

3. "Basic or minimum fee," is that amount of compensation which, in the judgment of the Commissioner, represents a reasonable base payment for management services to be rendered by the Operator during the term of this Agreement as compensation for achieving the "basic gross revenue level" during the period of this Agreement.

4. "Additional or incremental fee," is that compensation over and above the "basic or minimum fee" payable to the Operator as determined by certain percentages of "blocks" of $25,000 by which the "actual gross revenue" of the Facility exceeds the "basic gross revenue" received by the Facility during the period of this Agreement, as set forth in Exhibit "A", attached hereto and made a part hereof.

B. *License fees, taxes and charges.*

The Operator shall advance all license fees, taxes and charges assessed under local ordinances and State and Federal statutes to the extent that they are applicable to the operation of the Facility. The Operator shall also secure armored car service for the daily collection of revenue from the Facility and advance payment for such services, the selection of the armored car service to be approved in writing by the Commissioner prior to the use thereof by the Operator.

C. *Budget.*

All expenses incurred or to be incurred by the Operator in anticipation of the advancement of funds under this Agreement shall be set forth in a budget for approval by the Commissioner, on a form prescribed by the Commissioner, which shall include, but shall not be limited to, license fees, taxes, charges, employee payrolls and like expenses. The budget herein provided for shall be submitted no later than thirty (30) days following the execution of this Agreement and shall be supplemented from time to time so as to reflect such changes or additions as may become necessary or as requested by the Commissioner. The Operator shall submit such detailed supporting data as the Commissioner may request. Each expense item for which reimbursement is being claimed shall be designated as a reimbursable item on said budget. No expense item shall be reimbursed to the Operator unless approved by the Commissioner and the Independent Engineer.

D. *Compensation to Operator.*

For full and faithful performance of the provisions contained in this Agreement, the Operator of Facility No. 1 shall be paid for the period of this Agreement, as follows:

(1) A basic or minimum fee of $16,000.00, being 4 percent of the basic gross revenue level of said Facility which is hereby set at $400,000.00.

(2) Additional or incremental fees shall be paid on successive "blocks" of gross revenue of $25,000.00 over and above the basic gross revenue level, as set forth in Exhibit "A" attached hereto and made a part hereof.

(3) The combined total fees as reflected in the following Exhibit "A" attached hereto and made a part hereof, embodies the intent and purpose of paragraphs (1) and (2) of this section D.

[Exhibit "A" printed on page 7417 of this Journal]

E. *Settlement and reimbursement.*

The Operator's total fee and expense reimbursement shall be computed, finalized and settled for the entire period of this Agreement, specifically on the basis of actual results of the operation of the Facility for the period covered by this Agreement, as determined by an examination of the books and records of the Operator by the City after the termination of said period: provided, however, that the City shall make monthly payments of fees reimbursable expenses, with quarterly adjustments, which shall substantially cover the Operator's earned fees and actual reimbursable expenses for each month under the following procedure:

(1) It is estimated that the Operator's yearly management fee for Facility No. 1 will be approximately $19,000.00 and that the Operator's annual reimbursable expense will be approximately $197,000.00 making the total annual payment to the Operator to be approximately $216,000.00. The Operator shall receive a monthly reimbursement on one-twelfth of the total approximate yearly payment, or $18,000.00 on the tenth day of the following month for the first eleven months of the Agreement. The final settlement payment shall constitute the twelfth payment.

(2) At the end of each of the first three quarters of the period of this Agreement, the Operator shall submit to the City quarterly expense statements reflecting actual expenses incurred within each said quarter by the Operator for said facility. At the end of each quarter the Commissioner shall review actual management fees earned and expenses incurred and if, in his sole judgement, the estimated monthly reimbursement does not correctly reflect actual operations, he may appropriately adjust the monthly reimbursement to reflect actual operating conditions.

(3) At the end of the fourth quarter of the period of this Agreement, the Operator shall submit to the City the fourth quarterly reimbursable expense statement reflecting actual expenses incurred within said quarter. This quarterly statement, when combined with the three previously submitted quarterly statements, shall be used as the basis for computing the final settlement, subject to the aforementioned audit. Such audit shall be completed within 90 days after the expiration of this Agreement and final settlement shall be made within 120 days after the expiration of this Agreement.

F. In the event that parking rates for Facility No. 1 are increased and are to take effect at any time during the period of this Agreement, this Article XIX shall be subject to review, adjustment and renegotiation by and between the City and the Operator with respect to compensation, and supplemental agreement by and between said parties shall be drawn for the approval of the City Council and execution by the parties.

## Article XX.

*Collection of fees and charges.*

All parking fees and charges made and collected

(Continued on page 7418)

OPERATOR Rialto Parking Service Corp. FACILITY NO. 1

SCHEDULE OF PAYMENTS TO OPERATOR FOR FEES BASED
ON A "NORMAL" (OR BASIC) YEARLY GROSS REVENUE LEVEL OF $ 400,000

| (1) | (2) | (3) | (4) | (5) | (6) | (7) |
|---|---|---|---|---|---|---|
| IF GROSS REVENUE IS | | | THE OPERATOR'S FEE WILL BE | | | |
| | | | | ON AMOUNT IN COL. 2 | | |
| A STATED AMOUNT OF | PLUS AN AMOUNT OVER COL. 1 OF | OR GRAND TOTAL GROSS REVENUE OF | ON AMOUNT IN COL. 1 | RATE | AMOUNT | OR TOTAL FEE ON AMOUNT IN COL. 3 OF |

GENERAL SCHEDULE OF FEES
STATED ACCORDING TO CONTRACT AND ON A YEARLY BASIS

| | | | | | | |
|---|---|---|---|---|---|---|
| 400,000 | --- | 400,000 | --- | -- | --- | 16,000 |
| 400,000 | 25,000 | 425,000 | 16,000 | 2% | 500 | 16,500 |
| 425,000 | 25,000 | 450,000 | 16,500 | 3% | 750 | 17,250 |
| 450,000 | 25,000 | 475,000 | 17,250 | 4% | 1000 | 18,250 |
| 475,000 | 25,000 | 500,000 | 18,250 | 5% | 1250 | 19,500 |
| | | | | | | |
| All revenue over $500,000 will also carry a 5% fee | | | | | | |

SCHEDULE OF FEES STATED ACCORDING TO CONTRACT AND ON YEARLY BASIS (AS ABOVE)
BUT SHOWING GROSS REVENUES, BEGINNING WITH A MINIMUM YEARLY AMOUNT OF
$ 400,000 , IN INCREASING STEPS OF $10,000 (OR LESS)

| | | | | | | |
|---|---|---|---|---|---|---|
| 400,000 | --- | 400,000 | --- | -- | --- | 16,000 |
| 400,000 | 10,000 | 410,000 | 16,000 | 2% | 200 | 16,200 |
| 410,000 | 10,000 | 420,000 | 16,200 | 2% | 200 | 16,400 |
| 420,000 | 5,000 | 425,000 | 16,400 | 2% | 100 | 16,500 |
| 425,000 | 10,000 | 435,000 | 16,500 | 3% | 300 | 16,800 |
| 435,000 | 10,000 | 445,000 | 16,800 | 3% | 300 | 17,100 |
| 445,000 | 5,000 | 450,000 | 17,100 | 3% | 150 | 17,250 |
| 450,000 | 10,000 | 460,000 | 17,250 | 4% | 400 | 17,650 |
| 460,000 | 10,000 | 470,000 | 17,650 | 4% | 400 | 18,050 |
| 470,000 | 5,000 | 475,000 | 18,050 | 4% | 200 | 18,250 |
| 475,000 | 10,000 | 485,000 | 18,250 | 5% | 500 | 18,750 |
| 485,000 | 10,000 | 495,000 | 18,750 | 5% | 500 | 19,250 |
| 495,000 | 5,000 | 500,000 | 19,250 | 5% | 250 | 19,500 |

OPERATOR'S BASIC FEE ON BASIC GROSS REVENUE LEVEL OF $ 400,000 : $ 16,000

OPERATOR'S TOTAL FEES IF ACTUAL GROSS REVENUE UNDER
BASIC GROSS REVENUE LEVEL OF $ 400,000 : 4 % OF ACTUAL GROSS REVENUE

(Continued from page 7416)

by the Operator and his employees under the terms of this Agreement shall be deposited daily with the armored car service referred to in Article XIX. B. hereof and said armored car service shall deposit said fees and charges for credit to such appropriate revenue account as shall be designated by the Commissioner, said procedure set forth in further detail in the Rules and Regulations promulgated by the Bureau of Parking. All such parking fees and charges shall be made pursuant to parking tickets supplied by the City, which shall be time stamped by the Operator and his employees in accordance with the Rules and Regulations hereinabove referred to, with the exception of monthly charges, otherwise provided for therein.

### Article XXI.

*Operator's records.*

The Operator shall keep accurate records, books and accounts in conformity with a system approved by the Commissioner and agrees to permit authorized personnel of the City to examine said records, books and accounts at any reasonable time as a matter of right.

### Article XXII.

*Vacation and abandonment of premises.*

A. If the Operator shall vacate, desert or abandon the premises and facility, or shall permit the same to remain vacated, deserted or abandoned for a period of ten (10) days, or if the Operator shall breach any covenant, promise or condition set forth in this Agreement, or if the Operator shall default in the payment of any rent or charges payable by him under this Agreement, or if the Operator shall sell, assign or mortgage this Agreement or any provision hereof, or if the Operator shall be in default with respect to his performance of any covenants, promises or conditions contained in this Agreement, or if the Operator shall fail to comply with any of the statutes, ordinances, rules, orders, regulations or requirements of the Federal, State and City government, or any and all of their departments and bureaus applicable or pertinent to said premises and facility, or in the event of the death or incapacity of the Operator, then the Operator's right to possession of the premises and facility thereupon shall cease and terminate, with or without any notice or demand whatsoever if the City so elects, but not otherwise. In such event or events hereinabove set forth, whether this Agreement shall be terminated or not, the Operator agrees to surrender to the City possession of the premises and facility immediately without notice to quit or demand for possession of the premises and facility whatsoever, and the Operator hereby grants to the City full and free license to enter into and upon said premises and facility, or any part thereof, to take possession thereof, to take possession thereof and expel and remove the Operator or any other person who may be occupying the premises and facility or any part thereof, without resort to courts for an order sanctioning such action, and the City may use force in expelling and removing the Operator and such other person as may be reasonably necessary to accomplish said purpose. It is agreed by the Operator that said entry of the premises and facility by the City shall not constitute a trespass or forcible entry or detainer, nor shall it cause forfeiture of charges due by virtue of the provisions of this Agreement, nor a waiver of any covenant, agreement or promise in this Agreement to be performed by the Operator.

B. The Operator hereby waives all notice of any election made by the City under this Agreement, demand for revenues or other charges reserved under this Agreement, notice to quit, demand for possession, and any and all notices and demands whatsoever, of every kind and nature, which may or shall be required by any statute of this State relating to forcible entry and detainer, or to landlord and tenant, or any other statute, or under the common law, during the term of this Agreement. The acceptance of any rents or charges reserved by the City under this Agreement, whether in a single instance or repeatedly, after they shall fall due, or after knowledge of any breach hereof by the Operator, or giving or making of any notice or demand, whether according to any statutory provisions or not, or any act or series of acts, except an express written waiver, shall not be construed as a waiver of the City's right to act without notice or demand or any other right hereby given the City, or as an election not to proceed under the provisions of this Agreement.

D. If the Operator shall file a petition in bankruptcy or shall be involuntarily placed in bankruptcy, or shall be adjudicated a bankrupt, or shall make an assignment for the benefit of creditors, or shall take advantage of any provisions in any statute or ordinance for the advantage of insolvent persons, the City may elect to terminate this Agreement and the term hereof and take immediate possession of the premises facility and appurtenances without notice.

E. In the event the City elects to terminate this Agreement because of a violation of any provisions of this Article, upon such termination the Operator shall compensate the City for any loss in revenue as may be sustained by reason of such termination and provision for such compensation shall be made a condition of the Performance Bond referred to in Article XVII of this Agreement.

F. It is further agreed by and between the parties that the rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

### Article XXIII.

*Costs, expenses and attorney's fees.*

The Operator agrees to pay and discharge all costs, expenses and attorney's fees which shall be incurred and expended by the City in enforcing the covenants, promises and conditions of this Agreement, whether by the institution of litigation or in taking of advice of counsel, or otherwise.

### Article XXIV.

*Notices.*

Notices to the City provided under this Agreement may be sent by registered mail, postage prepaid, addressed to the Commissioner of Streets and Sanitation, Room 707, City Hall, Chicago, Illinois, 60602, and notices to the Operator provided for in this Agreement may be sent by registered mail, postaged prepaid, addressed to the Operator at: Rialto Parking Service Corporation, Incorporated, 127 North Dearborn Street, Chicago, Illinois, or in either case to such other respective parties and address as the parties hereto may designate in writing from time to time. Such notices shall be deemed to have been given when deposited in any United States Post Office.

### Article XXV.

*Construction of Agreement.*

It is agreed by and between the parties hereto that all general provisions, terms, phrases and expressions shall be subject to rules of construction as will fully implement the true intent and meaning of the parties to this Agreement, including, but not limited to, the following:

A. Words importing the singular number may extend and be applied to several persons or things, and words importing the plural number may include the singular.

B. Words importing the masculine gender may be applied to the feminine gender and to impersonal legal entities.

C. The word "month" means a calendar month, and the word "year" means a calendar year, unless otherwise expressed.

### Article XXVI.

*City Council approval.*

This Agreement was authorized by the City Council of the City of Chicago, on the ........... day of ........... A.D., 19.... Council Journal page ............

In Witness Whereof, the parties hereto have caused this Agreement to be executed under their respective seals on the day and year first above written.

City of Chicago, a municipal corporation.
By: ....................................
Commissioner of Streets and Sanitation
By: ....................................
City Comptroller
Operator:
By: ....................................
Title
By: ....................................
Attest Title
(Corporate seal)
Approved:
...........................................
Independent Engineer

Approved as to form and legality, except as to property description and execution:

...........................................
Assistant Corporation Counsel

Acknowledgment by Principal if a Corporation

State of Illinois }
County of Cook } ss

I, ........................................................., a Notary Public in and for said County in the State aforesaid, Do Hereby Certify That ..................................,
(President)
personally known to me to be President and ........
.................................., personally known to me to be
(Secretary)
Secretary of ..............................................., appeared
(Name of Corporation)
before me this day in person and acknowledged that they signed, sealed and delivered the foregoing instrument as their free and voluntary act, and as the free and voluntary act of the said..............................
(Name of Corporation)
for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this ........... day of ......................., 19......

...........................................
Notary Public

SECTION 2. This ordinance shall be effective from and after the date of its passage.

## Execution of Parking Facility Operator's Lease Agreement Authorized for Parking Facility No. 2.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on December 30, 1969, page 7339, recommending that the City Council pass a proposed ordinance transmitted with the committee's report [Proposed ordinance printed in Committee Pamphlet No. 19], to authorize execution of Parking Facility Operator's Lease Agreement for Parking Facility No. 2 for Year 1970.

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Singer, Fifielski, Kerwin, Wigoda, Sperling—39.

*Nays*—Aldermen Despres, Simon, Scholl, McCutcheon, Hoellen, O'Rourke—6.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Streets and Sanitation is hereby authorized and directed to execute on behalf of the City of Chicago, the City Comptroller to countersign, and the City Clerk to attest, upon approval of the Corporation Counsel as to form and legality, a Parking Facility Operator's Agreement between the City of Chicago and Systems Auto Parks and Garages, Inc., for Chicago Parking Facility No. 2 at No. 20 S. Wacker Drive. Said agreement is attached to this ordinance and made a part hereof, the same as if incorporated herein.

### CITY OF CHICAGO
### PARKING FACILITY
### OPERATOR'S AGREEMENT

This Agreement, made this ............ day of ......................, A.D. 19..., between the City of Chicago, a municipal corporation of the State of Illinois (sometimes hereinafter referred to as "City"), and Systems Auto Parks and Garages, Inc., an Illinois corporation (sometimes hereinafter referred to as "Operator").

This Agreement Witnesseth:

That for and in consideration of the mutual promises, covenants, terms and conditions, both general and special, as hereinafter set forth, the City hereby grants to the Operator the privileges hereinafter described and the Operator agrees to assume the duties, responsibilities, and obligations as hereinafter set forth, with respect to the premises and parking facility described as follows:

20 South Wacker Drive, Chicago, Illinois, known as City of Chicago Parking Facility No. 2.

This City of Chicago Parking Facility Operator's Agreement constitutes the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences shall be implied or impressed upon such Agreement that are not herein set forth.

The term of this Agreement shall be for the period of one (1) year beginning on the 1st day of January, 1970, and ending on the 31st day of

December, 1970, unless said term shall be sooner terminated as hereinafter provided.

### Article I.

*Definition of terms.*

A. "Bureau of Parking" means that agency of the City of Chicago, having management and control of the establishment, operation and maintenance of parking facilities.

B. "Commissioner" means the Commissioner of Streets and Sanitation of the City of Chicago, or any other official designated by the City Council to have administrative supervision over the Bureau of Parking.

C. "Operator" means any natural person, partnership, corporation, company or other legal entity who or which owns, controls, manages and directs the business of parking motor vehicles on public off-street parking lots, or in public off-street parking garages, or in other public off-street parking facilities.

### Article II.

*Assignment or transfer.*

The Operator shall not assign or transfer this Agreement nor any of the rights or privileges granted hereby, nor enter into any contract requiring or permitting the doing of any act hereunder by an independent contractor, unless otherwise expressly provided herein, without prior written approval signed by the Commissioner. If the Operator is a partnership or corporation or legal entity other than a natural person, and control of said entity changes at any time during the term hereof, the City may, at its option, deem and declare such change as a breach of this agreement and take immediate possession of said premises and facility first hereinabove described. It is understood and agreed by and between the City and the Operator that nothing contained in this Agreement is intended or shall be construed as in any way creating or establishing the relationship of co-partners or joint venturers between the parties hereto.

### Article III.

*Present condition of premises.*

The Operator has examined the premises, facilities and appurtenances first hereinabove described, prior to and as a condition precedent to his acceptance and the execution of this Agreement, and is satisfied with the physical condition of said premises, and his taking possession shall constitute conclusive evidence of his receipt thereof in safe and sanitary condition, and in good order and repair, unless otherwise specified herein. The Operator agrees and admits that no representations as to condition or repair have been made by the City or its officers, employees or agents, which are not herein expressed or endorsed hereon, and that no promises to decorate, alter, repair or improve said premises, before, at or after the execution of this Agreement by the parties, not expressly contained herein, have been made by the City or its officers, employees or agents.

### Article IV.

*Future condition of premises.*

The Operator shall keep the premises, facility and appurtenances first hereinabove described in a safe, sanitary and sightly condition, and in good repair, and shall yield the same back to the City upon the termination of this Agreement in such condition and repair, ordinary wear and tear excepted. If said premises and facility shall not be so kept by the Operator, the City may enter the premises (without such entry constituting a termination of the privileges herein granted or an interference with the possession of or construction or other eviction from said premises and facility) and do all things necessary to restore said premises and facility to the condition herein required.

### Article V.

*Signs and advertising.*

The Operator shall not permit or place, post or cause to be placed or posted any sign, billboard, poster, advertising material or similar devices in view of the general public on, in or about the premises and facility without prior written approval signed by the Commissioner. Any such sign, billboard, poster, advertising material or similar devices not authorized by him may be removed by the City and all cost and expense resulting therefrom shall be charged to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses in addition to the rent and charges otherwise reserved in this Agreement. The City hereby reserves the right to erect and maintain such signs or billboards on the premises and facility, from time to time, as the Commissioner may deem advisable.

### Article VI.

*Alterations and additions.*

The Operator shall make no alterations or additions to the premises and facility first hereinabove described without the prior consent of the City as evidenced by approval in writing signed by the Commissioner. All alterations and additions shall remain as part of said premises and facility unless the City shall otherwise elect, as evidenced by prior approval in writing signed by the Commissioner. Said alterations and additions shall include, but are not limited to, locks, bolts and all fixtures.

### Article VII.

*Maintenance by Operator.*

The Operator agrees to maintain the premises and facility, advancing funds therefor, reimbursement being subject to all provisions of this Agreement, from day to day in good condition and repair and agrees to do all things necessary toward that end, particularly, but not limited to, the following:

A. Maintain all wheel stops and blocks.

B. Maintain and care for all planting.

C. Maintain all washrooms, toilets and rest rooms according to acceptable health standards.

D. Maintain the premises and facility in a clean, presentable condition, prevent accumulations of dirt, paper or trash of any kind upon the premises and facility.

E. Remove snow, ice and other obstructions from adjacent driveways and sidewalks. Said snow, ice and like debris to be removed shall not be placed upon the public ways or any portion thereof.

F. Make minor necessary repairs to plumbing, lighting and heating equipment. It is agreed by and between the parties that the Commissioner in his sole judgment shall determine whether a repair is minor or otherwise.

G. Advance payment for all utility services, including gas, heat, water and electricity, reimbursement being subject to all provisions of this Agreement.

Should the Operator fail to comply with any of the obligations listed above, the City may, after five (5) days notice to comply, in the event of noncompliance, enter upon said premises and take all steps necessary to insure compliance with the above obligations, in addition to other remedies set forth herein, charging the cost and expense of such entry and procedure to the Operator, and the

Operator hereby agrees to reimburse the City for all such costs and expenses.

### Article VIII.

*Maintenance by City.*

The City agrees to maintain and pay for the following items of maintenance and equipment:

A. Maintain said facility in structural repair.
B. Make necessary major repairs to plumbing, lighting and heating.
C. Remove snow and ice, except from sidewalks and driveways.
D. Supply and maintain cash register.
E. Supply all parking tickets and other forms.
F. Supply and maintain pavement markings.
G. Supply electric light bulbs and replace said bulbs and fuses when necessary.
H. Maintain and replace all gates and barricades.
I. Maintain and keep in good working order the hoists, hoist equipment, lifts and elevators.
J. Maintain and keep in good working order all neon directional, informational, and advertising signs located in the interior or on the exterior of the facility.

### Article IX.

*Compliance with law; Liens.*

The Operator agrees to operate such facility as first hereinabove described in compliance at all times with this Agreement and all laws, statutes, ordinances and rules and regulations which are now in effect or which may be hereafter adopted, particularly, but not limited to, all rules and regulations of the Bureau of Parking, Department of Streets and Sanitation. The Operator agrees to keep premises, facility and appurtenances first hereinabove described free and clear of any and all liens in any way arising out of the Operator's use and maintenance thereof.

### Article X.

*Operation of Facility.*

The Operator agrees to operate the facility subject to all provisions of this Agreement for the convenience of the public during the terms hereof and shall use and occupy the above premises solely for off-street parking of motor vehicles. The Operator shall use his best efforts to secure, maintain and develop the parking business conducted by him under the terms of this Agreement and to increase the same whenever and wherever possible, and shall refrain from and prevent the diversion of any such parking business from the facility whenever possible.

### Article XI.

*Hours of operation.*

The Operator agrees to operate the facility twenty-four (24) hours a day seven (7) days a week, holidays included. The hours of operation may be changed from time to time by the Commissioner, when authorized and directed to do so by the City Council of the City of Chicago. Such change shall take effect within forty-eight (48) hours, Sundays and holidays excluded, after written notice thereof is received by the Operator.

### Article XII.

*Vehicle parking.*

At no time shall the Operator remove or permit or cause to be removed from the premises and facility any vehicle placed thereon for parking purposes without the express consent of the owner or operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator enter or drive, or permit or cause to be entered or driven, any vehicle which has been placed upon the premises for the purpose of self-parking, without the express consent of the owner or operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator accept or cause to be accepted for parking any commercial vehicles, except with the prior written approval signed by the Commissioner. At no time shall the Operator permit or cause to be permitted the parking of any vehicle whatsoever on or in the premises and facility free of charge.

### Article XIII.

*Operator's employees.*

A. The Operator hereby agrees to select, employ and pay such personnel as may be required in the operation of the facility first hereinabove mentioned, unless otherwise specifically provided for in this Agreement. The Operator agrees further that in performing the covenants, promises and conditions under this Agreement, he shall not discriminate against any worker, employee or applicant, nor against any member of the public, on account of race, creed, color or national origin, nor otherwise commit an unfair employment practice.

B. The Operator agrees further to do or cause to be done the following:

1. To supervise, direct and manage the activities of his employees in such manner as to provide prompt, safe, efficient and courteous services as will be adequate to meet all reasonable demands for parking services on the premises and facility, and to provide a sufficient number of said employees as to enable such services to be provided at all times of the operation of said facility.
2. To cause and require all employees serving as attendants on the premises and facility to wear uniforms, caps and badges to be supplied by and at the expense of the Operator and to require said employees at all times to present a neat and clean appearance. The color and design of said uniforms, caps and badges shall be first approved in writing signed by the Commissioner.

### Article XIV.

*Insurance.*

A. The City, at the time or prior to the execution of this Agreement, agrees to furnish all the insurance required under this Agreement and this Article, to be paid from the revenues resulting from the operation of the facility first hereinabove described. All policies of insurance shall name the beneficiary as indicated below and shall be delivered to and held by the City Comptroller. Said insurance shall be placed only with such insurance companies as are approved from time to time by the City Comptroller.

B. Each such insurance policy as set forth in this Article shall contain a provision to the effect that said insurance cannot be cancelled unless the City Comptroller has been notified not less than thirty (30) days prior to the intended cancellation date.

C. In the event that any additional premiums or audits shall be required, the same shall be paid by the City of Chicago from the revenues resulting from the operation of said facility; any return premiums or audits shall be paid to the City of Chicago, for deposit into an appropriate revenue fund.

D. The insurance to be provided as set forth in this Article shall include the following coverages to be maintained during the life of this Agreement:

1. Workmen's Compensation and Occupational Disease Insurance in the names of the City and Operator as insured parties, covering all employees engaged in any work pursuant to this Agreement; liability coverage to be not less than $100,000.00.

2. Fire, Extended Coverage, Vandalism and Malicious Mischief, in the name of the City as the insured party, with not less than eighty (80) percent co-insurance on all buildings included in said facility; liability coverage to be not less than $1,439,000.00.

3. Fire, Extended Coverage, Vandalism and Malicious Mischief covering the contents in all buildings of said facility, in the names of the City and Operator as insured parties, with not less than ninety (90) percent co-insurance on contents in all buildings of said facility; liability coverage to be to be not less than $5,000.00. (This coverage shall be applicable only in the event said contents are valued at $2,500.00 or more).

4. Fire, Extended Coverage and Malicious Mischief for business interruption, in the names of the City and Operator as insured parties, contemplating fifty (50) percent of the gross earnings, as determined from previous earnings of said facility; liability coverage to be not less than $335,000.00.

5. Garage Keeper's Legal Liability, Fire and Explosion, Theft of Automobile, and Combined Coverage, in the names of the City and Operator as insured parties, to include riot, civil commotion, vandalism and malicious mischief with a $25.00 deductible provision, and a $50.00 deductible provision for collision and upset.

6. Plate glass coverage, in the names of the City and Operator as insured parties, fully covering all plate glass of the facility.

7. Commercial Blanket Fidelity Bond, in the name of the Operator as the insured party, covering all employees; liability coverage to be not less than $25,000.00.

8. Broad Form Money and Securities Insurance in the name of the Operator as the insured party, covering interior and exterior locations, if necessary, liability coverage to be not less than $3,000.00.

9. Comprehensive Public Liability and Property Damage Insurance, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries from any one accident; and $50,000.00 for property damage resulting from any one accident.

10. Owner's or Landlord's Protective Policy, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries resulting from any one accident; and $50,000.00 for property damage resulting from any one accident.

11. Elevator Liability, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries resulting from any one accident and; $50,000.00 for property damage resulting from any one accident.

### Article XV.

*Destruction of facilities.*

A. In the event the premises and facility or a part thereof shall become damaged or destroyed by fire, explosion, or other casualty, and if the Commissioner determines in his sole judgment that said damages can be repaired within a reasonable time upon notification thereof, the Operator agrees to submit plans and specifications for approval by the Commissioner, which are necessary to restore the premises and facility to the condition which existed prior to said damage, and agrees to make all repairs according to said plans and specifications after approval by the Commissioner. Failure of the Operator to submit said plans and specifications to the Commissioner within ten (10) days after the casualty above described, or failure to commence said restoration work within five (5) days after the Operator has received the plans and specifications as approved by the Commissioner, or failure to complete such restoration work within a reasonable time, will constitute an abandonment by the Operator.

B. The cost of such repairs and restoration described in this Article shall be paid from the funds received by the City and Operator under insurance policies to the extent said costs are thereunder covered. Should any balance of costs remain which are not covered by said insurance policies, fifty (50) percent of said balance shall be paid by the City and fifty (50) percent shall be paid by the Operator.

C. Notwithstanding the foregoing provisions, in the event of a casualty described in Paragraph A of this Article, the Commissioner may elect, in his sole judgment, to consider said premises and facility beyond repair and refuse to permit the repair, reconstruction or restoration of said premises and facility, and upon written notice of said election from the Commissioner to the Operator within thirty (30) days from the date of said casualty, the obligation of the Operator to pay such rent and charges as are hereinafter reserved to the City shall cease and this Agreement shall thereupon terminate; provided, however, that all rents and charges theretofore accrued shall remain due and payable by the Operator forthwith.

### Article XVI.

*Indemnification.*

The Operator shall assume all risks incident to or in connection with his business to be conducted hereunder and shall be solely responsible for all accidents or injuries of whatsoever kind or nature as may be sustained by any persons or property and the Operator shall indemnify, defend and save harmless the City, its officers, agents and employees from any and all claims, suits, losses or damages arising from said accidents or injuries of whatsoever kind or nature, arising directly or indirectly out of the operation of said business, or resulting from the carelessness, negligence or improper conduct of the City, Operator or any of their officers, agents or employees. Said Operator shall also indemnify, defend and save harmless the City, its officers, agents and employees from any penalties for violation of any law, statute, ordinance or regulation affecting its operations.

### Article XVII.

*Operator's Performance Bond.*

The Operator shall deliver to the City at the time of or prior to the execution of this Agreement an approved Government Bond payable to bearer or the City of Chicago or, in lieu thereof, a Performance Bond approved by the City Comptroller and the Corporation Counsel in the amount of $50,000.00. Said bond shall be conditioned upon the full and faithful performance by the Operator of each and every covenant, promise, term, condition, undertaking and agreement set forth in this Agreement.

### Article XVIII.

*Parking fees and charges.*

The Operator hereby agrees to charge for parking vehicles on the premises and facility first hereinabove described the following fees, rates and charges, during the term of this Agreement:

A. *Transient.*

| | |
|---|---|
| 1 hour or less | $0.75 |
| 2 hours | 1.00 |
| Each hour thereafter | 0.25 |
| 12 hour maximum | 2.00 |
| 18 hour maximum | 2.25 |
| 24 hour maximum | 2.50 |

B. *Monthly.*

| | |
|---|---|
| For each one-month period, once in and once out | $30.00 |

C. It is understood and agreed that parking fees, rates and charges may be changed by the Commissioner when authorized and directed to do so by the City Council of the City of Chicago and the Operator agrees to make such changes when directed to do so by the Commissioner. Fees, rates and charges shall be put into effect within forty-eight (48) hours after written notification thereof has been given to the Operator by the Commissioner and shall remain in effect until changed by the Commissioner as herein provided.

### Article XIX.

*License fees, taxes and charges; budget; and compensation.*

A. *Definitions.*

1. "Basic gross revenue level," is that the revenue income anticipated to be received by Facility No. 2 during the period of this Agreement, and shall be established by considering a selected series of consecutive prior years which, in the judgment of the Commissioner, best represents that average level of yearly gross revenue received by said Facility, together with any current increase in parking fees authorized by the City Council.

2. "Actual gross revenue level," is the actual dollar amount of gross revenue received by the Facility from parking fees during the period of this Agreement, as shall be determined by an examination of all books and records pertaining to such actual revenues, received, said examination to be conducted by the City after the termination of this Agreement.

3. "Basic or minimum fee," is that amount of compensation which, in the judgment of the Commissioner, represents a reasonable base payment for management services to be rendered by the Operator during the term of this Agreement as compensation for achieving the "basic gross revenue level" during the period of this Agreement.

4. "Additional or incremental fee," is that compensation over and above the "basic or minimum fee" payable to the Operator as determined by certain percentages of blocks of $25,000 by which the "actual gross revenue" of the Facility exceeds the "basic gross revenue" received by the Facility during the period of this Agreement, as set forth in Exhibit "A", attached hereto and made a part hereof.

B. *License fees, taxes and charges.*

The Operator shall advance all license fees, taxes and charges assessed under local ordinances and State and Federal statutes to the extent that they are applicable to the operation of the Facility. The Operator shall also secure armored car service for the daily collection of revenue from the Facility and advance payment for such services, the selection of the armored car service to be approved in writing by the Commissioner prior to the use thereof by the Operator.

C. *Budget.*

All expenses incurred or to be incurred by the Operator in anticipation of the advancement of funds under this Agreement shall be set forth in a budget for approval by the Commissioner, on a form prescribed by the Commissioner, which shall include, but shall not be limited to, license fees, taxes, charges, employee payrolls and like expenses. The budget herein provided for shall be submitted no later than thirty (30) days following the execution of this Agreement and shall be supplemented from time to time so as to reflect such changes or additions as may become necessary or as requested by the Commissioner. The Operator shall submit such detailed supporting data as the Commissioner may request. Each expense item for which reimbursement is being claimed shall be designated as a reimbursable item on said budget. No expense item shall be reimbursed to the Operator unless approved by the Commissioner and the Independent Engineer.

D. *Compensation to Operator.*

For full and faithful performance of the provisions contained in this Agreement, the Operator of Facility No. 2 shall be paid for the period of this Agreement, as follows:

(1) A basic or minimum fee of $27,000.00, being 4 percent of the basic gross revenue level of said Facility which is hereby set at $675,000.00.

(2) Additional or incremental fees shall be paid on successive "blocks" of gross revenue of $25,000.00 over and above the basic gross revenue level, as set forth in Exhibit "A" attached hereto and made a part hereof.

(3) The combined total fees as reflected in the following Exhibit "A" attached hereto and made a part hereof, embodies the intent and purpose of paragraphs (1) and (2) of this section D.

[Exhibit "A" printed on page 7424 of this Journal]

E. *Settlement and reimbursement.*

The Operator's total fee and expense reimbursement shall be computed, finalized and settled for the entire period of this Agreement, specifically on the basis of actual results of the operation of the Facility for the period covered by this Agreement, as determined by an examination of the books and records of the Operator by the City after the termination of said period: provided, however, that the City shall make monthly payments of fees reimbursable expenses, with quarterly adjustments, which shall substantially cover the Operator's earned fees and actual reimbursable expenses for each month under the following procedure:

(1) It is estimated that the Operator's yearly management fee for Facility No. 2 will be approximately $27,500.00 and that the Operator's annual reimbursable expense will be approximately $145,000.00 making the total annual payment to the Operator to be approximately $172,500.00. The Operator shall receive a monthly reimbursement on one-twelfth of the total approximate yearly payment, or $14,375.00 on the tenth day of the following month for the first eleven months of the Agreement. The final settlement payment shall constitute the twelfth payment.

(2) At the end of each of the first three quarters of the period of this Agreement, the Operator shall submit to the City quarterly expense statements reflecting actual expenses incurred within each said quarter by the Operator for said facility. At the end of each quarter the Commissioner shall review

(Continued on page 7425)

OPERATOR Systems Auto Parks & Garages, Inc. FACILITY NO. 2

SCHEDULE OF PAYMENTS TO OPERATOR FOR FEES BASED ON A "NORMAL" (OR BASIC) YEARLY GROSS REVENUE LEVEL OF $ 675,000.

| (1) | (2) | (3) | (4) | (5) | (6) | (7) |
|---|---|---|---|---|---|---|
| IF GROSS REVENUE IS | | | THE OPERATOR'S FEE WILL BE | | | |
| | | | | ON AMOUNT IN COL. 2 | | |
| A STATED AMOUNT OF | PLUS AN AMOUNT OVER COL. 1 OF | OR GRAND TOTAL GROSS REVENUE OF | ON AMOUNT IN COL. 1 | RATE | AMOUNT | OR TOTAL FEE ON AMOUNT IN COL. 3 OF |

GENERAL SCHEDULE OF FEES
STATED ACCORDING TO CONTRACT AND ON A YEARLY BASIS

| | | | | | | |
|---|---|---|---|---|---|---|
| $675,000. | - | $675,000. | - | - | - | $27,000. |
| 675,000. | $25,000. | 700,000. | $27,000. | 2% | $ 500. | 27,500. |
| 700,000. | 25,000. | 725,000. | 27,500. | 3% | 750. | 28,250. |
| 725,000. | 25,000. | 750,000. | 28,250. | 4% | 1,000. | 29,250. |
| 750,000. | 25,000. | 775,000. | 29,250. | 5% | 1,250. | 30,500. |

All Revenue over $775,000 will also carry a 5% fee.

SCHEDULE OF FEES STATED ACCORDING TO CONTRACT AND ON YEARLY BASIS (AS ABOVE) BUT SHOWING GROSS REVENUES, BEGINNING WITH A MINIMUM YEARLY AMOUNT OF $ 675,000, IN INCREASING STEPS OF $10,000 (OR LESS)

| | | | | | | |
|---|---|---|---|---|---|---|
| $675,000. | - | $ 675,000. | - | - | - | $27,000. |
| 675,000. | $10,000. | 685,000. | $27,000. | 2% | $ 200. | 27,200. |
| 685,000. | 10,000. | 695,000. | 27,200. | 2% | 200. | 27,400. |
| 695,000. | 5,000. | 700,000. | 27,400. | 2% | 100. | 27,500. |
| 700,000. | 10,000. | 710,000. | 27,500. | 3% | 300. | 27,800. |
| 710,000. | 10,000. | 720,000. | 27,800. | 3% | 300. | 28,100. |
| 720,000. | 5,000. | 725,000. | 28,100. | 3% | 150. | 28,250. |
| 725,000. | 10,000. | 735,000. | 28,250. | 4% | 400. | 28,650. |
| 735,000. | 10,000. | 745,000. | 28,650. | 4% | 400. | 29,050. |
| 745,000. | 5,000. | 750,000. | 29,050. | 4% | 200. | 29,250. |
| 750,000. | 10,000. | 760,000. | 29,250. | 5% | 500. | 29,750. |
| 760,000. | 10,000. | 770,000. | 29,750. | 5% | 500. | 30,250. |
| 770,000. | 5,000. | 775,000. | 30,250. | 5% | 250. | 30,500. |

OPERATOR'S BASIC FEE ON BASIC GROSS REVENUE LEVEL OF $ 675,000 : $ 27,000
OPERATOR'S TOTAL FEES IF ACTUAL GROSS REVENUE UNDER
BASIC GROSS REVENUE LEVEL OF $ 675,000 : 4 % OF ACTUAL GROSS REVENUE

(Continued from page 7423)

actual management fees earned and expenses incurred and if, in his sole judgment, the estimated monthly reimbursement does not correctly reflect actual operations, he may appropriately adjust the monthly reimbursement to reflect actual operating conditions.

(3) At the end of the fourth quarter of the period of this Agreement, the Operator shall submit to the City the fourth quarterly reimbursable expense statement reflecting actual expenses incurred within said quarter. This quarterly statement, when combined with the three previously submitted quarterly statements, shall be used as the basis for computing the final settlement, subject to the aforementioned audit. Such audit shall be completed within 90 days after the expiration of this Agreement and final settlement shall be made within 120 days after the expiration of this Agreement.

F. In the event that parking rates for Facility No. 2 are increased and are to take effect at any time during the period of this Agreement, this Article XIX shall be subject to review, adjustment and renegotiation by and between the City and the Operator with respect to compensation, and supplemental agreement by and between said parties shall be drawn for the approval of the City Council and execution by the parties.

### Article XX.

*Collection of fees and charges.*

All parking fees and charges made and collected by the Operator and his employees under the terms of this Agreement shall be deposited daily with the armored car service referred to in Article XIX. B. hereof and said armored car service shall deposit said fees and charges for credit to such appropriate revenue account as shall be designated by the Commissioner, said procedure set forth in further detail in the Rules and Regulations promulgated by the Bureau of Parking. All such parking fees and charges shall be made pursuant to parking tickets supplied by the City, which shall be time stamped by the Operator and his employees in accordance with the Rules and Regulations hereinabove referred to, with the exception of monthly charges, otherwise provided for therein.

### Article XXI.

*Operator's records.*

The Operator shall keep accurate records, books and accounts in conformity with a system approved by the Commissioner and agrees to permit authorized personnel of the City to examine said records, books and accounts at any reasonable time as a matter of right.

### Article XXII.

*Vacation and abandonment of premises.*

A. If the Operator shall vacate, desert or abandon the premises and facility, or shall permit the same to remain vacated, deserted or abandoned for a period of ten (10) days, or if the Operator shall breach any covenant, promise or condition set forth in this Agreement, or if the Operator shall default in the payment of any rent or charges payable by him under this Agreement, or if the Operator shall sell, assign, or mortgage this Agreement or any provision hereof, or if the Operator shall be in default with respect to his performance of any covenants, promises or conditions contained in this Agreement, or if the Operator shall fail to comply with any of the statutes, ordinances, rules, orders, regulations or requirements of the Federal, State and City government, or any and all of their departments and bureaus applicable or pertinent to said premises and facility, or in the event of the death or incapacity of the Operator, then the Operator's right to possession of the premises and facility thereupon shall cease and terminate, with or without any notice or demand whatsoever if the City so elects but not otherwise. In such event or events hereinabove set forth, whether this Agreement shall be terminated or not, the Operator agrees to surrender to the City possession of the premises and facility immediately without notice to quit or demand for possession of the premises and facility whatsoever, and the Operator hereby grants to the City full and free license to enter into and upon said premises and facility, or any part thereof, to take possession thereof and expel and remove the Operator or any other person who may be occupying the premises and facility or any part thereof, without resort to courts for an order sanctioning such action, and the City may use force in expelling and removing the Operator and such other person as may be reasonably necessary to accomplish said purpose. It is agreed by the Operator that said entry of the premises and facility by the City shall not constitute a trespass or forcible entry or detainer, nor shall it cause forfeiture of charges due by virtue of the provisions of this Agreement, nor a waiver of any covenant agreement or promise in this Agreement to be performed by the Operator.

B. The Operator hereby waives all notice of any election made by the City under this Agreement, demand for revenues or other charges reserved under this Agreement, notice to quit, demand for possession, and any and all notices and demands whatsoever, of every kind and nature, which may or shall be required by any statute of this State relating to forcible entry and detainer, or to landlord and tenant, or any other statute, or under the common law, during the term of this Agreement. The acceptance of any rents or charges reserved by the City under this Agreement, whether in a single instance or repeatedly, after they shall fall due, or after knowledge of any breach hereof by the Operator, or giving or making of any notice or demand, whether according to any statutory provisions or not, or any act or series of acts, except an express written waiver, shall not be construed as a waiver of the City's right to act without notice or demand or any other right hereby given the City, or as an election not to proceed under the provisions of this Agreement.

D. If the Operator shall file a petition in bankruptcy or shall be involuntarily placed in bankruptcy, or shall be adjudicated a bankrupt, or shall make an assignment for the benefit of creditors, or shall take advantage of any provisions in any statute or ordinance for the advantage of insolvent persons, the City may elect to terminate this Agreement and the term hereof and take immediate possession of the premises, facility and appurtenances without notice.

E. In the event the City elects to terminate this Agreement because of a violation of any provisions of this Article, upon such termination the Operator shall compensate the City for any loss in revenue as may be sustained by reason of such termination and provision for such compensation shall be made a condition of the Performance Bond referred to in Article XVII of this Agreement.

F. It is further agreed by and between the parties that the rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

### Article XXIII.

*Costs, expenses and attorney's fees.*

The Operator agrees to pay and discharge all costs, expenses and attorney's fees which shall be incurred and expended by the City in enforcing the covenants, promises and conditions of this Agreement, whether by the institution of litigation or in taking of advice of counsel, or otherwise.

### Article XXIV.

*Notices.*

Notices to the City provided under this Agreement may be sent by registered mail, postage prepaid, addressed to the Commissioner of Streets and Sanitation, Room 707, City Hall, Chicago, Illinois, 60602, and notices to the Operator provided for in this Agreement may be sent by registered mail, postaged prepaid, addressed to the Operator at: Systems Auto Parks and Garages, Inc., 176 West Adams Street, Chicago, Illinois, or in either case to such other respective parties and addresses as the parties hereto may designate in writing from time to time. Such notices shall be deemed to have been given when deposited in any United States Post Office.

### Article XXV.

*Construction of Agreement.*

It is agreed by and between the parties hereto that all general provisions, terms, phrases and expressions shall be subject to rules of construction as will fully implement the true intent and meaning of the parties to this Agreement, including but not limited to, the following:

A. Words importing the singular number may extend and be applied to several persons or things, and words importing the plural number may include the singular.

B. Words importing the masculine gender may be applied to the feminine gender and to impersonal legal entities.

C. The word "month" means a calendar month, and the word "year" means a calendar year, unless otherwise expressed.

### Article XXVI.

*City Council approval.*

This Agreement was authorized by the City Council of the City of Chicago, on the ............ day of ............ A.D., 19.... Council Journal page ............

In Witness Whereof, the parties hereto have caused this Agreement to be executed under their respective seals on the day and year first above written.

City of Chicago, a municipal corporation.

By: ........................................
Commissioner of Streets and Sanitation

By: ........................................
City Comptroller

Operator:
By: ........................................
Title

By: ........................................
Attest Title
(Corporate seal)

Approved:
................................................
Independent Engineer

Approved as to form and legality, except as to property description and execution:

................................................
Assistant Corporation Counsel

Acknowledgment by Principal if a Corporation

State of Illinois }
}ss
County of Cook }

I, ............................................................, a Notary Public in and for said County in the State aforesaid, Do Hereby Certify That ...................................,
(President)
personally known to me to be President and ........
.................................... personally known to me to be
(Secretary)
Secretary of ..............................................., appeared
(Name of Corporation)
before me this day in person and acknowledged that they signed, sealed and delivered the foregoing instrument as their free and voluntary act, and as the free and voluntary act of the said...............................
(Name of Corporation)
for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this ........... day of ......................., 19.......

.....................................................
Notary Public

SECTION 2. This ordinance shall be effective from and after the date of its passage.

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## Execution of Parking Facility Operator's Lease Agreement Authorized for Parking Facility No. 3.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on December 30, 1969, page 7339, recommending that the City Council pass a proposed ordinance transmitted with the committee's report [Proposed ordinance printed in Committee Pamphlet No. 19], to authorize execution of Parking Facility Operator's Lease Agreement for Parking Facility No. 3 for Year 1970.

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Singer, Fifielski, Kerwin, Wigoda, Sperling—39.

*Nays*—Aldermen Despres, Simon, Scholl, McCutcheon, Hoellen, O'Rourke—6.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Streets and Sanitation is hereby authorized and directed to execute on behalf of the City of Chicago, the City Comptroller to countersign, and the City Clerk to attest, upon approval of the Corporation Counsel as to form and legality, a Parking Facility Operator's Agreement between the City of Chicago and Systems Auto Parks and Garages, Inc., for Chicago

Parking Facility No. 3 at No. 535 S. State Street. Said agreement is attached to this ordinance and made a part hereof, the same as if incorporated herein.

### CITY OF CHICAGO
### PARKING FACILITY
### OPERATOR'S AGREEMENT

This Agreement, made this ........... day of ......................, A.D. 19..., between the City of Chicago, a municipal corporation of the State of Illinois (sometimes hereinafter referred to as "City"), and Systems Auto Parks and Garages, Inc., an Illinois corporation (sometimes hereinafter referred to as "Operator").

This Agreement Witnesseth:

That for and in consideration of the mutual promises, covenants, terms and conditions, both general and special, as hereinafter set forth, the City hereby grants to the Operator the privileges hereinafter described and the Operator agrees to assume the duties, responsibilities, and obligations as hereinafter set forth, with respect to the premises and parking facility described as follows:

535 South State Street, Chicago, Illinois, known as City of Chicago Parking Facility No. 3.

This City of Chicago Parking Facility Operator's Agreement constitutes the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences shall be implied or impressed upon such Agreement that are not herein set forth.

The term of this Agreement shall be for the period of one (1) year beginning on the 1st day of January, 1970, and ending on the 31st day of December, 1970, unless said term shall be sooner terminated as hereinafter provided.

### Article I.

*Definition of terms.*

A. "Bureau of Parking" means that agency of the City of Chicago, having management and control of the establishment, operation and maintenance of parking facilities.

B. "Commissioner" means the Commissioner of Streets and Sanitation of the City of Chicago, or any other official designated by the City Council to have administrative supervision over the Bureau of Parking.

C. "Operator" means any natural person, partnership, corporation, company or other legal entity who or which owns, controls, manages and directs the business of parking motor vehicles on public off-street parking lots, or in public off-street parking garages, or in other public off-street parking facilities.

### Article II.

*Assignment or transfer.*

The Operator shall not assign or transfer this Agreement nor any of the rights or privileges granted hereby, nor enter into any contract requiring or permitting the doing of any act hereunder by an independent contractor, unless otherwise expressly provided herein, without prior written approval signed by the Commissioner. If the Operator is a partnership or corporation or legal entity other than a natural person, and control of said entity changes at any time during the term hereof, the City may, at its option, deem and declare such change as a breach of this agreement and take immediate possession of said premises and facility first hereinabove described. It is understood and agreed by and between the City and the Operator that nothing contained in this Agreement is intended or shall be construed as in any way creating or establishing the relationship of co-partners or joint venturers between the parties hereto.

### Article III.

*Present condition of premises.*

The Operator has examined the premises, facilities and appurtenances first hereinabove described, prior to and as a condition precedent to his acceptance and the execution of this Agreement, and is satisfied with the physical condition of said premises, and his taking possession shall constitute conclusive evidence of his receipt thereof in safe and sanitary condition, and in good order and repair, unless otherwise specified herein. The Operator agrees and admits that no representations as to condition or repair have been made by the City or its officers, employees or agents, which are not herein expressed or endorsed hereon, and that no promises to decorate, alter, repair or improve said premises, before, at or after the execution of this Agreement by the parties, not expressly contained herein, have been made by the City or its officers, employees or agents.

### Article IV.

*Future condition of premises.*

The Operator shall keep the premises, facility and appurtenances first hereinabove described in a safe, sanitary and sightly condition, and in good repair, and shall yield the same back to the City upon the termination of this Agreement in such condition and repair, ordinary wear and tear excepted. If said premises and facility shall not be so kept by the Operator, the City may enter the premises (without such entry constituting a termination of the privileges herein granted or an interference with the possession of or construction or other eviction from said premises and facility) and do all things necessary to restore said premises and facility to the condition herein required.

### Article V.

*Signs and advertising.*

The Operator shall not permit or place, post or cause to be placed or posted any sign, billboard, poster, advertising material or similar devices in view of the general public on, in or about the premises and facility without prior written approval signed by the Commissioner. Any such sign, billboard, poster, advertising material or similar devices not authorized by him may be removed by the City and all cost and expense resulting therefrom shall be charged to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses in addition to the rent and charges otherwise reserved in this Agreement. The City hereby reserves the right to erect and maintain such signs or billboards on the premises and facility, from time to time, as the Commissioner may deem advisable.

### Article VI.

*Alterations and additions.*

The Operator shall make no alterations or additions to the premises and facility first hereinabove described without the prior consent of the City as evidenced by approval in writing signed by the Commissioner. All alterations and additions shall remain as part of said premises and facility unless the City shall otherwise elect, as evidenced by prior approval in writing signed by the Commissioner. Said alterations and additions shall include, but are not limited to, locks, bolts and all fixtures.

### Article VII.

*Maintenance by Operator.*

The Operator agrees to maintain the premises and facility, advancing funds therefor, reimbursement being subject to all provisions of this Agreement, from day to day in good condition and repair and agrees to do all things necessary toward that end, particularly, but not limited to, the following:

A. Maintain all wheel stops and blocks.

B. Maintain and care for all planting.

C. Maintain all washrooms, toilets and rest rooms according to acceptable health standards.

D. Maintain the premises and facility in a clean, presentable condition, prevent accumulations of dirt, paper or trash of any kind upon the premises and facility.

E. Remove snow, ice and other obstructions from adjacent driveways and sidewalks. Said snow, ice and like debris to be removed shall not be placed upon the public ways or any portion thereof.

F. Make minor necessary repairs to plumbing, lighting and heating equipment. It is agreed by and between the parties that the Commissioner in his sole judgment shall determine whether a repair is minor or otherwise.

G. Advance payment for all utility services, including gas, heat, water and electricity, reimbursement being subject to all provisions of this Agreement.

Should the Operator fail to comply with any of the obligations listed above, the City may, after five (5) days notice to comply, in the event of non-compliance, enter upon said premises and take all steps necessary to insure compliance with the above obligations, in addition to other remedies set forth herein, charging the cost and expense of such entry and procedure to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses.

### Article VIII.

*Maintenance by City.*

The City agrees to maintain and pay for the following items of maintenance and equipment:

A. Maintain said facility in structural repair.

B. Make necessary major repairs to plumbing, lighting and heating.

C. Remove snow and ice, except from sidewalks and driveways.

D. Supply and maintain cash register.

E. Supply all parking tickets and other forms.

F. Supply and maintain pavement markings.

G. Supply electric light bulbs and replace said bulbs and fuses when necessary.

H. Maintain and replace all gates and barricades.

I. Maintain and keep in good working order the hoists, hoist equipment, lifts and elevators.

J. Maintain and keep in good working order all neon directional, informational, and advertising signs located in the interior or on the exterior of the facility.

### Article IX.

*Compliance with law; Liens.*

The Operator agrees to operate such facility as first hereinabove described in compliance at all times with this Agreement and all laws, statutes, ordinances and rules and regulations which are now in effect or which may be hereafter adopted, particularly, but not limited to, all rules and regulations of the Bureau of Parking, Department of Streets and Sanitation. The Operator agrees to keep premises, facility and appurtenances first hereinabove described free and clear of any and all liens in any way arising out of the Operator's use and maintenance thereof.

### Article X.

*Operation of Facility.*

The Operator agrees to operate the facility subject to all provisions of this Agreement for the convenience of the public during the terms hereof and shall use and occupy the above premises solely for off-street parking of motor vehicles. The Operator shall use his best efforts to secure, maintain and develop the parking business conducted by him under the terms of this Agreement and to increase the same whenever and wherever possible, and shall refrain from and prevent the diversion of any such parking business from the facility whenever possible.

### Article XI.

*Hours of operation.*

The Operator agrees to operate the facility twenty-four (24) hours a day seven (7) days a week, holidays included. The hours of operation may be changed from time to time by the Commissioner, when authorized and directed to do so by the City Council of the City of Chicago. Such change shall take effect within forty-eight (48) hours, Sundays and holidays excluded, after written notice thereof is received by the Operator.

### Article XII.

*Vehicle parking.*

At no time shall the Operator remove or permit or cause to be removed from the premises and facility any vehicle placed thereon for parking purposes without the express consent of the owner or operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator enter or drive, or permit or cause to be entered or driven, any vehicle which has been placed upon the premises for the purpose of self-parking, without the express consent of the owner or operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator accept or cause to be accepted for parking any commercial vehicles, except with the prior written approval signed by the Commissioner. At no time shall the Operator permit or cause to be permitted the parking of any vehicle whatsoever on or in the premises and facility free of charge.

### Article XIII.

*Operator's employees.*

A. The Operator hereby agrees to select, employ and pay such personnel as may be required in the operation of the facility first hereinabove mentioned, unless otherwise specifically provided for in this Agreement. The Operator agrees further that in performing the covenants, promises and conditions under this Agreement, he shall not discriminate against any worker, employee or applicant, nor against any member of the public, on account of race, creed, color or national origin, nor otherwise commit an unfair employment practice.

B. The Operator agrees further to do or cause to be done the following:

1. To supervise, direct and manage the activities of his employees in such manner as to provide prompt, safe, efficient and courteous services as will be adequate to meet all reasonable demands for parking services on the premises and facility, and to provide a sufficient number of said employees as to enable such services to be provided at all times of the operation of said facility.

2. To cause and require all employees serving as attendants on the premises and facility to wear uniforms, caps and badges to be supplied by and at the expense of the Operator and to require said employees at all times to

present a neat and clean appearance. The color and design of said uniforms, caps and badges shall be first approved in writing signed by the Commissioner.

### Article XIV.

*Insurance.*

A. The City, at the time or prior to the execution of this Agreement, agrees to furnish all the insurance required under this Agreement and this Article, to be paid from the revenues resulting from the operation of the facility first hereinabove described. All policies of insurance shall name the beneficiary as indicated below and shall be delivered to and held by the City Comptroller. Said insurance shall be placed only with such insurance companies as are approved from time to time by the City Comptroller.

B. Each such insurance policy as set forth in this Article shall contain a provision to the effect that said insurance cannot be cancelled unless the City Comptroller has been notified not less than thirty (30) days prior to the intended cancellation date.

C. In the event that any additional premiums or audits shall be required, the same shall be paid by the City of Chicago from the revenues resulting from the operation of said facility; any return premiums or audits shall be paid to the City of Chicago, for deposit into an appropriate revenue fund.

D. The insurance to be provided as set forth in this Article shall include the following coverages to be maintained during the life of this Agreement:

1. Workmen's Compensation and Occupational Disease Insurance in the names of the City and Operator as insured parties, covering all employees engaged in any work pursuant to this Agreement; liability coverage to be not less than $100,000.00.

2. Fire, Extended Coverage, Vandalism and Malicious Mischief, in the name of the City as the insured party, with not less than eighty (80) percent co-insurance on all buildings included in said facility; liability coverage to be not less than $978,000.00.

3. Fire, Extended Coverage, Vandalism and Malicious Mischief covering the contents in all buildings of said facility, in the names of the City and Operator as insured parties, with not less than ninety (90) percent co-insurance on contents in all buildings of said facility; liability coverage to be not less than $5,000.00. (This coverage shall be applicable only in the event said contents are valued at $2,500.00 or more).

4. Fire, Extended Coverage and Malicious Mischief for business interruption, in the names of the City and Operator as insured parties, contemplating fifty (50) percent of the gross earnings, as determined from previous earnings of said facility; liability coverage to be not less than $191,000.00.

5. Garage Keeper's Legal Liability, Fire and Explosion, Theft of Automobile, and Combined Coverage, in the names of the City and Operator as insured parties, to include riot, civil commotion, vandalism and malicious mischief with a $25.00 deductible provision, and a $100.00 deductible provision for collision and upset.

6. Plate glass coverage, in the names of the City and Operator as insured parties, fully covering all plate glass of the facility.

7. Commercial Blanket Fidelity Bond, in the name of the Operator as the insured party, covering all employees; liability coverage to be not less than $25,000.00.

8. Broad Form Money and Securities Insurance, in the name of the Operator as the insured party, covering interior and exterior locations, if necessary, liability coverage to be not less than $3,000.00.

9. Comprehensive Public Liability and Property Damage Insurance, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries from any one accident; and $50,000.00 for property damage resulting from any one accident.

10. Owner's or Landlord's Protective Policy, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries resulting from any one accident; and $50,000.00 for property damage resulting from any one accident.

11. Elevator Liability, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries resulting from any one accident; and $50,000.00 for property damage resulting from any one accident.

### Article XV.

*Destruction of facilities.*

A. In the event the premises and facility or a part thereof shall become damaged or destroyed by fire, explosion, or other casualty, and if the Commissioner determines in his sole judgment that said damages can be repaired within a reasonable time upon notification thereof, the Operator agrees to submit plans and specifications for approval by the Commissioner, which are necessary to restore the premises and facility to the condition which existed prior to said damage, and agrees to make all repairs according to said plans and specifications after approval by the Commissioner. Failure of the Operator to submit said plans and specifications to the Commissioner within ten (10) days after the casualty above described, or failure to commence said restoration work within five (5) days after the Operator has received the plans and specifications as approved by the Commissioner, or failure to complete such restoration work within a reasonable time, will constitute an abandonment by the Operator.

B. The cost of such repairs and restoration described in this Article shall be paid from the funds received by the City and Operator under insurance policies to the extent said costs are thereunder covered. Should any balance of costs remain which are not covered by said insurance policies, fifty (50) percent of said balance shall be paid by the City and fifty (50) percent shall be paid by the Operator.

C. Notwithstanding the foregoing provisions, in the event of a casualty described in Paragraph A of this Article, the Commissioner may elect, in his sole judgment, to consider said premises and facility beyond repair and refuse to permit the repair, reconstruction or restoration of said premises and facility, and upon written notice of said election from the Commissioner to the Operator within thirty (30) days from the date of said casualty, the obligation of the Operator to pay such rent and charges as are hereinafter reserved to the City shall cease and this Agreement shall thereupon terminate; provided, however, that all rents and charges theretofore accrued shall remain due and payable by the Operator forthwith.

### Article XVI.

*Indemnification.*

The Operator shall assume all risks incident to or in connection with his business to be conducted hereunder and shall be solely responsible for all accidents or injuries of whatsoever kind or nature as may be sustained by any persons or property and the Operator shall indemnify, defend and save harmless the City, its officers, agents and employees from any and all claims, suits, losses or damages arising from said accidents or injuries of whatsoever kind or nature, arising directly or indirectly out of the operation of said business, or resulting from the carelessness, negligence or improper conduct of the City, Operator or any of their officers, agents or employees. Said Operator shall also indemnify, defend and save harmless the City, its officers, agents and employees from any penalties for violation of any law, statute, ordinance or regulation affecting its operations.

### Article XVII.

*Operator's Performance Bond.*

The Operator shall deliver to the City at the time of or prior to the execution of this Agreement an approved Government Bond payable to bearer or the City of Chicago or, in lieu thereof, a Performance Bond approved by the City Comptroller and the Corporation Counsel in the amount of $30,000.00. Said bond shall be conditioned upon the full and faithful performance by the Operator of each and every covenant, promise, term, condition, undertaking and agreement set forth in this Agreement.

### Article XVIII.

*Parking fees and charges.*

The Operator hereby agrees to charge for parking vehicles on the premises and facility first hereinabove described the following fees, rates and charges, during the term of this Agreement:

A. *Transient.*

| | |
|---|---|
| 1 hour or less | $0.75 |
| 2 hours | 1.00 |
| Each hour hereafter | 0.25 |
| 12 hour maximum | 1.75 |
| 16 hour maximum | 2.00 |
| 20 hour maximum | 2.25 |
| 24 hour maximum | 2.50 |

B. *Monthly.*

| | |
|---|---|
| For each one-month period, once in and once out | $25.00 |
| For each one-month period, unrestricted | $35.00 |

C. It is understood and agreed that parking fees, rates and charges may be changed by the Commissioner when authorized and directed to do so by the City Council of the City of Chicago and the Operator agrees to make such changes when directed to do so by the Commissioner. Fees, rates and charges shall be put into effect within forty-eight (48) hours after written notification thereof has been given to the Operator by the Commissioner and shall remain in effect until changed by the Commissioner as herein provided.

### Article XIX.

*License fees, taxes and charges; budget; and compensation.*

A. *Definitions.*

1. "Basic gross revenue level," is that the revenue income anticipated to be received by Facility No. 3 during the period of this Agreement, and shall be established by considering a selected series of consecutive prior years which, in the judgment of the Commissioner, best represents that average level of yearly gross revenue received by said Facility, together with any current increase in parking fees authorized by the City Council.

2. "Actual gross revenue level," is the actual dollar amount of gross revenue received by the facility from parking fees during th eperiod of this Agreement, as shall be determined by an examination of all books and records pertaining to such actual revenues received, said examination to be conducted by the City after the termination of this Agreement.

3. "Basic or minimum fee," is that amount of compensation which, in the judgment of the Commissioner, represents a reasonable base payment for management services to be rendered by the Operator during the term of this Agreement as compensation for achieving the "basic gross revenue level" during the period of this Agreement.

4. "Additional or incremental fee," is that compensation over and above the "basis or minimum fee" payable to the Operator as determined by certain percentages of "blocks" of $25,000 by which the "actual gross revenue" of the Facility exceeds the "basic gross revenue" received by the Facility during the period of this Agreement, as set forth in Exhibit "A", attached hereto and made a part hereof.

B. *License fees, taxes and charges.*

The Operator shall advance all license fees, taxes and charges assessed under local ordinances and State and Federal statutes to the extent that they are applicable to the operation of the Facility. The Operator shall also secure armored car service for the daily collection of revenue from the Facility and advance payment for such services, the selection of the armored car service to be approved in writing by the Commissioner prior to the use thereof by the Operator.

C. *Budget.*

All expenses incurred or to be incurred by the Operator in anticipation of the advancement of funds under this Agreement shall be set forth in a budget for approval by the Commissioner, on a form prescribed by the Commissioner, which shall include, but shall not be limited to, license fees, taxes, charges, employee payrolls and like expenses. The budget herein provided for shall be submitted no later than thirty (30) days following the execution of this Agreement and shall be supplemented from time to time so as to reflect such changes or additions as may become necessary or as requested by the Commissioner. The Operator shall submit such detailed supporting data as the Commissioner may request. Each expense item for which reimbursement is being claimed shall be designated as a reimbursable item on said budget. No expense item shall be reimbursed to the Operator unless approved by the Commissioner and the Independent Engineer.

D. *Compensation to Operator.*

For full and faithful performance of the provisions contained in this Agreement, the Operator of Facility No. 3 shall be paid for the period of this Agreement, as follows:

(1) A basic or minimum fee of $18,000.00, being 4 per cent of the basic gross revenue level of said Facility which is hereby set at $450,000.00.

(2) Additional or incremental fees shall be paid on successive "blocks" of gross revenue of $25,000.00 over and above the basic gross revenue level, as set forth in Exhibit "A" attached hereto and made a part hereof.

(3) The combined total fees as reflected in the following Exhibit "A" attached hereto and made a part hereof, embodies the intent and purpose of paragraphs (1) and (2) of this section D.

[Exhibit "A" printed on page 7431 of this Journal]

E. *Settlement and reimbursement.*

The Operator's total fee and expense reimbursement shall be computed, finanlized and settled for the entire period of this Agreement, specifically on the basis of actual results of the operation of the Facility for the period covered by this Agree-

(Continued on page 7432)

OPERATOR System Auto Parks & Garages, Inc. FACILITY NO. 3

SCHEDULE OF PAYMENTS TO OPERATOR FOR FEES BASED
ON A "NORMAL" (OR BASIC) YEARLY GROSS REVENUE LEVEL OF $ 450,000

| (1) | (2) | (3) | (4) | (5) | (6) | (7) |
|---|---|---|---|---|---|---|
| IF GROSS REVENUE IS | | | THE OPERATOR'S FEE WILL BE | | | |
| | | | | ON AMOUNT IN COL. 2 | | |
| A STATED AMOUNT OF | PLUS AN AMOUNT OVER COL. 1 OF | OR GRAND TOTAL GROSS REVENUE OF | ON AMOUNT IN COL. 1 | RATE | AMOUNT | OR TOTAL FEE ON AMOUNT IN COL. 3 OF |

GENERAL SCHEDULE OF FEES
STATED ACCORDING TO CONTRACT AND ON A YEARLY BASIS

| | | | | | | |
|---|---|---|---|---|---|---|
| 450,000 | --- | 450,000 | --- | -- | --- | 18,000 |
| 450,000 | 25,000 | 475,000 | 18,000 | 2% | 500 | 18,500 |
| 475,000 | 25,000 | 500,000 | 18,500 | 3% | 750 | 19,250 |
| 500,000 | 25,000 | 525,000 | 19,250 | 4% | 1,000 | 20,250 |
| 525,000 | 25,000 | 550,000 | 20,250 | 5% | 1,250 | 21,500 |
| | All revenue over $550,000 will also carry a 5% fee. | | | | | |

SCHEDULE OF FEES STATED ACCORDING TO CONTRACT AND ON YEARLY BASIS (AS ABOVE)
BUT SHOWING GROSS REVENUES, BEGINNING WITH A MINIMUM YEARLY AMOUNT OF
$ 450,000 , IN INCREASING STEPS OF $10,000 (OR LESS)

| | | | | | | |
|---|---|---|---|---|---|---|
| 450,000 | --- | 450,000 | --- | -- | --- | 18,000 |
| 450,000 | 10,000 | 460,000 | 18,000 | 2% | 200 | 18,200 |
| 460,000 | 10,000 | 470,000 | 18,200 | 2% | 200 | 18,400 |
| 470,000 | 5,000 | 475,000 | 18,400 | 2% | 100 | 18,500 |
| 475,000 | 10,000 | 485,000 | 18,500 | 3% | 300 | 18,800 |
| 485,000 | 10,000 | 495,000 | 18,800 | 3% | 300 | 19,100 |
| 495,000 | 5,000 | 500,000 | 19,100 | 3% | 150 | 19,250 |
| 500,000 | 10,000 | 510,000 | 19,250 | 4% | 400 | 19,650 |
| 510,000 | 10,000 | 560,000 | 19,650 | 4% | 400 | 20,050 |
| 560,000 | 5,000 | 525,000 | 20,050 | 4% | 200 | 20,250 |
| 525,000 | 10,000 | 535,000 | 20,250 | 5% | 500 | 20,750 |
| 535,000 | 10,000 | 545,000 | 20,750 | 5% | 500 | 21,250 |
| 545,000 | 5,000 | 550,000 | 21,250 | 5% | 250 | 21,500 |

OPERATOR'S BASIC FEE ON BASIC GROSS REVENUE LEVEL OF $ 450,000 : $ 18,000

OPERATOR'S TOTAL FEES IF ACTUAL GROSS REVENUE UNDER
BASIC GROSS REVENUE LEVEL OF $ 450,000 : 4 % OF ACTUAL GROSS REVENUE

(Continued from page 7430)

ment, as determined by an examination of the books and records of the Operator by the City after the termination of said period: provided, however, that the City shall make monthly payments of fees reimbursable expenses with quarterly adjustments, which shall substantially cover the Operator's earned fees and actual reimbursable expenses for each month under the following procedure:

(1) It is estimated that the Operator's yearly management fee for Facility No. 3, will be approximately $19,000.00 and that the Operator's annual reimbursable expense will be approximately $122,000.00 making the total annual payment to the Operator to be approximately $141,000.00. The Operator shall receive a monthly reimbursement on one-twelfth of the total approximate yearly payment, or $11,750.00 on the tenth day of the following month for the first eleven months of the Agreement. The final settlement payment shall constitute the twelfth payment.

(2) At the end of each of the first three quarters of the period of this Agreement, the Operator shall submit to the City quarterly expense statements reflecting actual expenses incurred within each said quarter by the Operator for said facility. At the end of each quarter the Commissioner shall review actual management fees earned and expenses incurred and if, in his sole judgment, the estimated monthly reimbursement does not correctly reflect actual operations, he may appropriately adjust the monthly reimbursement to reflect actual operating conditions.

(3) At the end of the fourth quarter of the period of this Agreement· the Operator shall submit to the City the fourth quarterly reimbursable expense statement reflecting actual expenses incurred within said quarter. This quarterly statement, when combined with the three previously submitted quarterly statements, shall be used as the basis for computing the final settlement, subject to the aforementioned audit. Such audit shall be completed within 90 days after the expiration of this Agreement and final settlement shall be made within 120 days after the expiration of this Agreement.

F. In the event that parking rates for Facility No. 3 are increased and are to take effect at any time during the period of this Agreement, this Article XIX shall be subject to review, adjustment and renegotiation by and between the City and the Operator with respect to compensation, and supplemental agreement by and between said parties shall be drawn for the approval of the City Council and execution by the parties.

### Article XX.

*Collection of fees and charges.*

All parking fees and charges made and collected by the Operator and his employees under the terms of this Agreement shall be deposited daily with the armored car service referred to in Article XIX. B. hereof and said armored car service shall deposit said fees and charges for credit to such appropriate revenue account as shall be designated by the Commissioner, said procedure set forth in further detail in the Rules and Regulations promulgated by the Bureau of Parking. All such parking fees and charges shall be made pursuant to parking tickets supplied by the City, which shall be time stamped by the Operator and his employees in accordance with the Rules and Regulations hereinabove referred to, with the exception of monthly charges, otherwise provided for therein.

### Article XXI.

*Operator's records.*

The Operator shall keep accurate records, books and accounts in conformity with a system approved by the Commissioner and agrees to permit authorized personnel of the City to examine said records, books and accounts at any reasonable time as a matter of right.

### Article XXII.

*Vacation and abandonment of premises.*

A. If the Operator shall vacate, desert or abandon the premises and facility, or shall permit the same to remain vacated, deserted or abandoned for a period of ten (10) days, or if the Operator shall breach any covenant, promise or condition set forth in this Agreement, or if the Operator shall default in the payment of any rent or charges payable by him under this Agreement, or if the Operator shall sell, assign, or mortgage this Agreement or any provision hereof, or if the Operator shall be in default with respect to his performance of any covenants, promises or conditions contained in this Agreement, or if the Operator shall fail to comply with any of the statutes, ordinances, rules, orders, regulations or requirements of the Federal, State and City government, or any and all of their departments and bureaus applicable or pertinent to said premises and facility, or in the event of the death or incapacity of the Operator, then the Operator's right to possession of the premises and facility thereupon shall cease and terminate, with or without any notice or demand whatsoever if the City so elects but not otherwise. In such event or events hereinabove set forth, whether this Agreement shall be terminated or not, the Operator agrees to surrender to the City possession of the premises and facility immediately without notice to quit or demand for possession of the premises and facility whatsoever, and the Operator hereby grants to the City full and free license to enter into and upon said premises and facility, or any part thereof, to take possession thereof and expel and remove the Operator or any other person who may be occupying the premises and facility or any part thereof, without resort to courts for an order sanctioning such action, and the City may use force in expelling and removing the Operator and such other person as may be reasonably necessary to accomplish said purpose. It is agreed by the Operator that said entry of the premises and facility by the City shall not constitute a trespass or forcible entry or detainer, nor shall it cause forfeiture of charges due by virtue of the provisions of this Agreement, nor a waiver of any covenant agreement or promise in this Agreement to be performed by the Operator.

B. The Operator hereby waives all notice of any election made by the City under this Agreement, demand for revenues or other charges reserved under this Agreement, notice to quit, demand for possession, and any and all notices and demands whatsoever, of every kind and nature, which may or shall be required by any statute of this State relating to forcible entry and detainer, or to landlord and tenant, or any other statute, or under the common law, during the term of this Agreement. The acceptance of any rents or charges reserved by the City under this Agreement, whether in a single instance or repeatedly, after they shall fall due, or after knowledge of any breach hereof by the Operator, or giving or making of any notice or demand, whether according to any statutory provisions or not, or any act or series of acts, except an express written waiver, shall not be construed as a waiver of the City's right to act without notice or demand or any other right hereby given the City, or as an election not to proceed under the provisions of this Agreement.

D. If the Operator shall file a petition in bankruptcy or shall be involuntarily placed in bankruptcy, or shall be adjudicated a bankrupt, or shall make an assignment for the benefit of creditors, or shall take advantage of any provisions in any statute or ordinance for the advantage of insolvent persons, the City may elect to terminate this Agreement and the term hereof and take immediate possession of the premises, facility and appurtenances without notice.

E. In the event the City elects to terminate this Agreement because of a violation of any provisions of this Article, upon such termination the Operator shall compensate the City for any loss in revenue as may be sustained by reason of such termination and provision for such compensation shall be made a condition of the Performance Bond referred to in Article XVII of this Agreement.

F. It is further agreed by and between the parties that the rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

### Article XXIII.

*Costs, expenses and attorney's fees.*

The Operator agrees to pay and discharge all costs, expenses and attorney's fees which shall be incurred and expended by the City in enforcing the covenants, promises and conditions of this Agreement, whether by the institution of litigation or in taking of advice of counsel, or otherwise.

### Article XXIV.

*Notices.*

Notices to the City provided under this Agreement may be sent by registered mail, postage prepaid, addressed to the Commissioner of Streets and Sanitation, Room 707, City Hall· Chicago, Illinois, 60602, and notices to the Operator provided for in this Agreement may be sent by registered mail, postage prepaid, addressed to the Operator at: Systems Auto Parks and Garages, Inc., 176 West Adams Street, Chicago, Illinois, or in either case to such other respective parties and addresses as the parties hereto may designate in writing from time to time. Such notices shall be deemed to have been given when deposited in any United States Post Office.

### Article XXV.

*Construction of Agreement.*

It is agreed by and between the parties hereto that all general provisions, terms, phrases and expressions shall be subject to rules of construction as will fully implement the true intent and meaning of the parties to this Agreement, including but not limited to, the following:

A. Words importing the singular number may extend and be applied to several persons or things, and words importing the plural number may include the singular.

B. Words importing the masculine gender may be applied to the feminine gender and to impersonal legal entities.

C. The word "month" means a calendar month, and the word "year" means a calendar year, unless otherwise expressed.

### Article XXVI.

*City Council approval.*

This Agreement was authorized by the City Council of the City of Chicago, on the ............ day of ........... A.D., 19.... Council Journal page ............

In Witness Whereof, the parties hereto have caused this Agreement to be executed under their respective seals on the day and year first above written.

City of Chicago, a municipal corporation.
By: ....................................
Commissioner of Streets and Sanitation
By: ....................................
City Comptroller
Operator:
By: ....................................
Title
By: ....................................
Attest Title
(Corporate seal)
Approved:
....................................
Independent Engineer
Approved as to form and legality, except as to property description and execution:
....................................
Assistant Corporation Counsel

Acknowledgment by Principal if a Corporation

State of Illinois }
} ss
County of Cook }

I, ...................................................., a Notary Public in and for said County in the State aforesaid, Do Hereby Certify That ................................,
(President)
personally known to me to be President and ........
................................, personally known to me to be
(Secretary)
Secretary of ........................................, appeared
(Name of Corporation)
before me this day in person and acknowledged that they signed, sealed and delivered the foregoing instrument as their free and voluntary act, and as the free and voluntary act of the said...........................
(Name of Corporation)
for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this ........... day of ......................, 19......

....................................
Notary Public

SECTION 2. This ordinance shall be effective from and after the date of its passage.

## Execution of Parking Facility Operator's Lease Agreement Authorized for Parking Facility No. 4.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on December 30, 1969, page 7340, recommending that the City Council pass a proposed ordinance transmitted with the committee's report [Proposed ordinance printed in Committee Pamphlet No. 19], to authorize execution of Parking Facility Operator's Lease Agreement for Parking Facility No. 4 for Year 1970.

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Singer, Fifielski, Kerwin, Wigoda, Sperling—39.

*Nays*—Aldermen Despres, Simon, Scholl, McCutcheon, Hoellen, O'Rourke—6.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Streets and Sanitation is hereby authorized and directed to execute on behalf of the City of Chicago, the City Comptroller to countersign, and the City Clerk to attest, upon approval of the Corporation Counsel as to form and legality, a Parking Facility Operator's Agreement between the City of Chicago and M and M Parking Company for Chicago Parking Facility No. 4 at No. 506 North Rush Street. Said agreement is attached to this ordinance and made a part hereof, the same as if incorporated herein.

CITY OF CHICAGO
PARKING FACILITY
OPERATOR'S AGREEMENT

This Agreement, made this ........... day of ...................., A.D. 19..., between the City of Chicago, a municipal corporation of the State of Illinois (sometimes hereinafter referred to as "City"), and M and M Parking Company, an Illinois corporation (sometimes hereinafter referred to as "Operator").

This Agreement Witnesseth:

That for and in consideration of the mutual promises, covenants, terms and conditions, both general and special, as hereinafter set forth, the City hereby grants to the Operator the privileges hereinafter described and the Operator agrees to assume the duties, responsibilities, and obligations as hereinafter set forth, with respect to the premises and parking facility described as follows:

506 North Rush Street, Chicago, Illinois, known as City of Chicago Parking Facility No. 4.

This City of Chicago Parking Facility Operator's Agreement constitutes the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences shall be implied or impressed upon such Agreement that are not herein set forth.

The term of this Agreement shall be for the period of one (1) year beginning on the 1st day of January, 1970, and ending on the 31st day of December, 1970, unless said term shall be sooner terminated as hereinafter provided.

Article I.

*Definition of terms.*

A. "Bureau of Parking" means that agency of the City of Chicago, having management and control of the establishment, operation and maintenance of parking facilities.

B. "Commissioner" means the Commissioner of Streets and Sanitation of the City of Chicago, or any other official designated by the City Council to have administrative supervision over the Bureau of Parking.

C. "Operator" means any natural person, partnership, corporation, company or other legal entity who or which owns, controls, manages and directs the business of parking motor vehicles on public off-street parking lots, or in public off-street parking garages, or in other public off-street parking facilities.

Article II.

*Assignment or transfer.*

The Operator shall not assign or transfer this Agreement nor any of the rights or privileges granted hereby, nor enter into any contract requiring or permitting the doing of any act hereunder by an independent contractor, unless otherwise expressly provided herein, without prior written approval signed by the Commissioner. If the Operator is a partnership or corporation or legal entity other than a natural person, and control of said entity changes at any time during the term hereof, the City may, at its option, deem and declare such change as a breach of this agreement and take immediate possession of said premises and facility first hereinabove described. It is understood and agreed by and between the City and the Operator that nothing contained in this Agreement is intended or shall be construed as in any way creating or establishing the relationship of co-partners or joint venturers between the parties hereto.

Article III.

*Present condition of premises.*

The Operator has examined the premises, facilities and appurtenances first hereinabove described, prior to and as a condition precedent to his acceptance and the execution of this Agreement, and is satisfied with the physical condition of said premises, and his taking possession shall constitute conclusive evidence of his receipt thereof in safe and sanitary condition, and in good order and repair, unless otherwise specified herein. The Operator agrees and admits that no representations as to condition or repair have been made by the City or its officers, employees or agents, which are not herein expressed or endorsed hereon, and that no promises to decorate, alter, repair or improve said premises, before, at or after the execution of this Agreement by the parties, not expressly contained herein, have been made by the City or its officers, employees or agents.

Article IV.

*Future condition of premises.*

The Operator shall keep the premises, facility and appurtenances first hereinabove described in a safe, sanitary and sightly condition, and in good repair, and shall yield the same back to the City upon the termination of this Agreement in such condition and repair, ordinary wear and tear excepted. If said premises and facility shall not be so kept by the Operator, the City may enter the premises (without such entry constituting a termination of the privileges herein granted or an interference with the possession of or construction or other eviction from said premises and facility) and do all things necessary to restore said premises and facility to the condition herein required.

Article V.

*Signs and advertising.*

The Operator shall not permit or place, post or cause to be placed or posted any sign, billboard, poster, advertising material or similar devices in view of the general public on, in or about the premises and facility without prior written approval signed by the Commissioner. Any such sign, billboard, poster, advertising material or similar devices not authorized by him may be removed by the City and all cost and expense resulting therefrom shall be charged to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses in addition to the rent and charges otherwise reserved in this Agreement. The City hereby reserves the right to erect and maintain such signs or billboards on the premises and facility, from time to time, as the Commissioner may deem advisable.

### Article VI.

*Alterations and additions.*

The Operator shall make no alterations or additions to the premises and facility first hereinabove described without the prior consent of the City as evidenced by approval in writing signed by the Commissioner. All alterations and additions shall remain as part of said premises and facility unless the City shall otherwise elect, as evidenced by prior approval in writing signed by the Commissioner. Said alterations and additions shall include, but are not limited to, locks, bolts and all fixtures.

### Article VII.

*Maintenance by Operator.*

The Operator agrees to maintain the premises and facility, advancing funds therefor, reimbursement being subject to all provisions of this Agreement, from day to day in good condition and repair and agrees to do all things necessary toward that end, particularly, but not limited to, the following:

A. Maintain all wheel stops and blocks.
B. Maintain and care for all planting.
C. Maintain all washrooms, toilets and rest rooms according to acceptable health standards.
D. Maintain the premises and facility in a clean, presentable condition, prevent accumulations of dirt, paper or trash of any kind upon the premises and facility.
E. Remove snow, ice and other obstructions from adjacent driveways and sidewalks. Said snow, ice and like debris to be removed shall not be placed upon the public ways or any portion thereof.
F. Make minor necessary repairs to plumbing, lighting and heating equipment. It is agreed by and between the parties that the Commissioner in his sole judgment shall determine whether a repair is minor or otherwise.
G. Advance payment for all utility services, including gas, heat, water and electricity, reimbursement being subject to all provisions of this Agreement.

Should the Operator fail to comply with any of the obligations listed above, the City may, after five (5) days notice to comply, in the event of noncompliance, enter upon said premises and take all steps necessary to insure compliance with the above obligations, in addition to other remedies set forth herein, charging the cost and expense of such entry and procedure to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses.

### Article VIII.

*Maintenance by City.*

The City agrees to maintain and pay for the following items of maintenance and equipment:

A. Maintain said facility in structural repair.
B. Make necessary major repairs to plumbing, lighting and heating.
C. Remove snow and ice, except from sidewalks and driveways.
D. Supply and maintain cash register.
E. Supply all parking tickets and other forms.
F. Supply and maintain pavement markings.
G. Supply electric light bulbs and replace said bulbs and fuses when necessary.
H. Maintain and replace all gates and barricades.
I. Maintain and keep in good working order the hoists, hoist equipment, lifts and elevators.
J. Maintain and keep in good working order all neon directional, informational, and advertising signs located in the interior or on the exterior of the facility.

### Article IX.

*Compliance with law; Liens.*

The Operator agrees to operate such facility as first hereinabove described in compliance at all times with this Agreement and all laws, statutes, ordinances and rules and regulations which are now in effect or which may be hereafter adopted, particularly, but not limited to, all rules and regulations of the Bureau of Parking, Department of Streets and Sanitation. The Operator agrees to keep premises, facility and appurtenances first hereinabove described free and clear of any and all liens in any way arising out of the Operator's use and maintenance thereof.

### Article X.

*Operation of Facility.*

The Operator agrees to operate the facility subject to all provisions of this Agreement for the convenience of the public during the terms hereof and shall use and occupy the above premises solely for off-street parking of motor vehicles. The Operator shall use his best efforts to secure, maintain and develop the parking business conducted by him under the terms of this Agreement and to increase the same whenever and wherever possible, and shall refrain from and prevent the diversion of any such parking business from the facility whenever possible.

### Article XI.

*Hours of operation.*

The Operator agrees to operate the facility twenty-four (24) hours a day seven (7) days a week, holidays included. The hours of operation may be changed from time to time by the Commissioner, when authorized and directed to do so by the City Council of the City of Chicago. Such change shall take effect within forty-eight (48) hours, Sundays and holidays excluded, after written notice thereof is received by the Operator.

### Article XII.

*Vehicle parking.*

At no time shall the Operator remove or permit or cause to be removed from the premises and facility any vehicle placed thereon for parking purposes without the express consent of the owner or operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator enter or drive, or permit or cause to be entered or driven, any vehicle which has been placed upon the premises for the purpose of self-parking, without the express consent of the owner or operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator accept or cause to be accepted for parking any commercial vehicles, except with the prior written approval signed by the Commissioner. At no time shall the Operator permit or cause to be permitted the parking of any vehicle whatsoever on or in the premises and facility free of charge.

### Article XIII.

*Operator's employees.*

A. The Operator hereby agrees to select, employ and pay such personnel as may be required in the operation of the facility first hereinabove mentioned, unless otherwise specifically provided for in this Agreement. The Operator agrees further that in performing the covenants, promises and conditions under this Agreement, he shall not discriminate against any worker, employee or applicant, nor against any member of the public, on account of race, creed, color or national origin, nor otherwise commit an unfair employment practice.

B. The Operator agrees further to do or cause to be done the following:

1. To supervise, direct and manage the activities of his employees in such manner as to provide prompt, safe, efficient and courteous services as will be adequate to meet all reasonable demands for parking services on the premises and facility, and to provide a sufficient number of said employees as to enable such services to be provided at all times of the operation of said facility.
2. To cause and require all employees serving as attendants on the premises and facility to wear uniforms, caps and badges to be supplied by and at the expense of the Operator and to require said employees at all times to present a neat and clean appearance. The color and design of said uniforms, caps and badges shall be first approved in writing signed by the Commissioner.

## Article XIV.

*Insurance.*

A. The City, at the time or prior to the execution of this Agreement, agrees to furnish all the insurance required under this Agreement and this Article, to be paid from the revenues resulting from the operation of the facility first hereinabove described. All policies of insurance shall name the beneficiary as indicated below and shall be delivered to and held by the City Comptroller. Said insurance shall be placed only with such insurance companies as are approved from time to time by the City Comptroller.

B. Each such insurance policy as set forth in this Article shall contain a provision to the effect that said insurance cannot be cancelled unless the City Comptroller has been notified not less than thirty (30) days prior to the intended cancellation date.

C. In the event that any additional premiums or audits shall be required, the same shall be paid by the City of Chicago from the revenues resulting from the operation of said facility; any return premiums or audits shall be paid to the City of Chicago, for deposit into an appropriate revenue fund.

D. The insurance to be provided as set forth in this Article shall include the following coverages to be maintained during the life of this Agreement:

1. Workmen's Compensation and Occupational Disease Insurance in the names of the City and Operator as insured parties, covering all employees engaged in any work pursuant to this Agreement; liability coverage to be not less than $100,000.00.

2. Fire, Extended Coverage, Vandalism and Malicious Mischief, in the name of the City as the insured party, with not less than eighty (80) per cent co-insurance on all buildings included in said facility; liability coverage to be not less than $1,308,000.00.

3. Fire, Extended Coverage, Vandalism and Malicious Mischief covering the contents in all buildings of said facility, in the names of the City and Operator as insured parties, with not less than ninety (90) per cent co-insurance on contents in all buildings of said facility; liability coverage to be not less than $3,000.00. (This coverage shall be applicable only in the event said contents are valued at $2,500.00 or more).

4. Fire, Extended Coverage and Malicious Mischief for business interruption, in the names of the City and Operator as insured parties, contemplating fifty (50) per cent of the gross earnings, as determined from previous earnings of said facility; liability coverage to be not less than $173,000.00.

5. Garage Keeper's Legal Liability, Fire and Explosion, Theft of Automobile, and Combined Coverage, in the names of the City and Operator as insured parties, to include riot, civil commotion, vandalism and malicious mischief with a $25.00 deductible provision, and a $100.00 deductible provision for collision and upset.

6. Plate glass coverage, in the names of the City and Operator as insured parties, fully covering all plate glass of the facility.

7. Commercial Blanket Fidelity Bond, in the name of the Operator as the insured party, covering all employees; liability coverage to be not less than $25,000.00.

8. Broad Form Money and Securities Insurance, in the name of the Operator as the insured party, covering interior and exterior locations, if necessary, liability coverage to be not less than $3,000.00.

9. Comprehensive Public Liability and Property Damage Insurance, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries from any one accident; and $50,000.00 for property damage resulting from any one accident.

10. Owner's or Landlord's Protective Policy, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries resulting from any one accident; and $50,000.00 for property damage resulting from any one accident.

11. Elevator Liability, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries resulting from any one accident; and $50,000.00 for property damage resulting from any one accident.

## Article XV.

*Destruction of facilities.*

A. In the event the premises and facility or a part thereof shall become damaged or destroyed by fire, explosion, or other casualty, and if the Commissioner determines in his sole judgment that said damages can be repaired within a reasonable time upon notification thereof, the Operator agrees to submit plans and specifications for approval by the Commissioner, which are necessary to restore the premises and facility to the condition which existed prior to said damage, and agrees to make all repairs according to said plans and specifications after approval by the Commissioner. Failure of the Operator to submit said plans and specifications to the Commissioner within ten (10) days after the casualty above described, or failure to commence said restoration work within five (5) days after the Operator has received the plans and specifications as approved by the Commissioner, or failure to complete such restoration work within a reasonable time, will constitute an abandonment by the Operator.

B. The cost of such repairs and restoration described in this Article shall be paid from the funds received by the City and Operator under insurance policies to the extent said costs are thereunder covered. Should any balance of costs remain which are not covered by said insurance policies, fifty (50) percent of said balance shall be paid by the City and fifty (50) percent shall be paid by the Operator.

C. Notwithstanding the foregoing provisions, in the event of a casualty described in Paragraph A of this Article, the Commissioner may elect, in his sole judgment, to consider said premises and facility beyond repair and refuse to permit the repair, reconstruction or restoration of said premises and facility, and upon written notice of said election from the Commissioner to the Operator within thirty (30) days from the date of said casualty, the obligation of the Operator to pay such rent and charges as are hereinafter reserved to the City shall cease and this Agreement shall thereupon terminate; provided, however, that all rents and charges theretofore accrued shall remain due and payable by the Operator forthwith.

### Article XVI.

*Indemnification.*

The Operator shall assume all risks incident to or in connection with his business to be conducted hereunder and shall be solely responsible for all accidents or injuries of whatsoever kind or nature as may be sustained by any persons or property and the Operator shall indemnify, defend and save harmless the City, its officers, agents and employees from any and all claims, suits, losses or damages arising from said accidents or injuries of whatsoever kind or nature, arising directly or indirectly out of the operation of said business, or resulting from the carelessness, negligence or improper conduct of the City, Operator or any of their officers, agents or employees. Said Operator shall also indemnify, defend and save harmless the City, its officers, agents and employees from any penalties for violation of any law, statute, ordinance or regulation affecting its operations.

### Article XVII.

*Operator's Performance Bond.*

The Operator shall deliver to the City at the time of or prior to the execution of this Agreement an approved Government Bond payable to bearer or the City of Chicago or, in lieu thereof, a Performance Bond approved by the City Comptroller and the Corporation Counsel in the amount of $30,000.00. Said bond shall be conditioned upon the full and faithful performance by the Operator of each and every covenant, promise, term, condition, undertaking and agreement set forth in this Agreement.

### Article XVIII.

*Parking fees and charges.*

The Operator hereby agrees to charge for parking vehicles on the premises and facility first hereinabove described the following fees· rates and charges, during the term of this Agreement:

A. *Transient.*

| | |
|---|---|
| 1 hour or less | $0.60 |
| 2 hours or less | 0.85 |
| Each hour thereafter | 0.15 |
| 12 hour maximum | 1.60 |
| 18 hour maximum | 1.75 |
| 24 hour maximum | 2.00 |

B. *Monthly.*

| | |
|---|---|
| For each one month period, Self parking | $25.00 |
| For each one month period, Attendant parking | $32.00 |

C. It is understood and agreed that parking fees, rates and charges may be changed by the Commissioner when authorized and directed to do so by the City Council of the City of Chicago and the Operator agrees to make such changes when directed to do so by the Commissioner. Fees, rates and charges shall be put into effect within forty-eight (48) hours after written notification thereof has been given to the Operator by the Commissioner and shall remain in effect until changed by the Commissioner as herein provided.

### Article XIX.

*License fees, taxes and charges; budget; and compensation.*

A. *Definitions.*

1. "Basic gross revenue level," is that the revenue income anticipated to be received by Facility No. 4 during the period of this Agreement, and shall be established by considering a selected series of consecutive prior years which, in the judgment of the Commissioner, best represents that average level of yearly gross revenue received by said Facility· together with any current increase in parking fees authorized by the City Council.

2. "Actual gross revenue level," is the actual dollar amount of gross revenue received by the Facility from parking fees during the period of this Agreement, as shall be determined by an examination of all books and records pertaining to such actual revenues· received, said examination to be conducted by the City after the termination of this Agreement.

3. "Basic or minimum fee," is that amount of compensation which, in the judgment of the Commissioner, represents a reasonable base payment for management services to be rendered by the Operator during the term of this Agreement as compensation for achieving the "basic gross revenue level" during the period of this Agreement.

4. "Additional or incremental fee," is that compensation over and above the "basic or minimum fee" payable to the Operator as determined by certain percentages of "blocks" of $25,000 by which the "actual gross revenue" of the Facility exceeds the "basic gross revenue" received by the Facility during the period of this Agreement, as set forth in Exhibit "A", attached hereto and made a part hereof.

B. *License fees, taxes and charges.*

The Operator shall advance all license fees, taxes and charges assessed under local ordinances and State and Federal statutes to the extent that they are applicable to the operation of the Facility. The Operator shall also secure armored car service for the daily collection of revenue from the Facility and advance payment for such services, the selection of the armored car service to be approved in writing by the Commissioner prior to the use thereof by the Operator.

C. *Budget.*

All expenses incurred or to be incurred by the Operator in anticipation of the advancement of funds under this Agreement shall be set forth in a budget for approval by the Commissioner· on a form prescribed by the Commissioner, which shall include, but shall not be limited to, license fees, taxes, charges, employee payrolls and like expenses. The budget herein provided for shall be submitted no later than thirty (30) days following the execution of this Agreement and shall be supplemented from time to time so as to reflect such changes or additions as may become necessary or as requested by the Commissioner. The Operator shall submit such detailed supporting data as the Commissioner may request. Each expense item for which reimbursement is being claimed shall be designated as a reimbursable item on said budget. No expense item shall be reimbursed to the Operator unless approved by the Commissioner and the Independent Engineer.

D. *Compensation to Operator.*

For full and faithful performance of the provisions contained in this Agreement, the Operator of Facility No. 4 shall be paid for the period of this Agreement, as follows:

(1) A basic or minimum fee of $12,000.00, being 4 per cent of the basic gross revenue level of said Facility which is hereby set at $300,000.00.

(2) Additional or incremental fees shall be paid on successive "blocks" of gross revenue of $25,000.00 over and above the basic gross revenue level, as set forth in Exhibit "A" attached hereto and made a part hereof.

(3) The combined total fees as reflected in the following Exhibit "A" attached hereto and made a part hereof, embodies the intent and purpose of paragraphs (1) and (2) of this section D.

[Exhibit "A" printed on page 7439 of this Journal]

E. *Settlement and reimbursement.*

The Operator's total fee and expense reimbursement shall be computed, finalized and settled for the entire period of this Agreement, specifically on the basis of actual results of the operation of the Facility for the period covered by this Agreement, as determined by an examination of the books and records of the Operator by the City after the termination of said period: provided, however, that the City shall make monthly payments of fees reimbursable expenses, with quarterly adjustments, which shall substantially cover the Operator's earned fees and actual reimbursable expenses for each month under the following procedure:

(1) It is estimated that the Operator's yearly management fee for Facility No. 4 will be approximately $16,000.00 and that the Operator's annual reimbursable expense will be approximately $104,000.00 making the total annual payment to the Operator to be approximately $120,000.00. The Operator shall receive a monthly reimbursement on one-twelfth of the total approximate yearly payment, or $10,000.00 on the tenth day of the following month for the first eleven months of the Agreement. The final settlement payment shall constitute the twelfth payment.

(2) At the end of each of the first three quarters of the period of this Agreement, the Operator shall submit to the City quarterly expense statements reflecting actual expenses incurred within each said quarter by the Operator for said facility. At the end of each quarter the Commissioner shall review actual management fees earned and expenses incurred and if, in his sole judgment, the estimated monthly reimbursement does not correctly reflect actual operations, he may appropriately adjust the monthly reimbursement to reflect actual operating conditions.

(3) At the end of the fourth quarter of the period of this Agreement, the Operator shall submit to the City the fourth quarterly reimbursable expense statement reflecting actual expenses incurred within said quarter. This quarterly statement, when combined with the three previously submitted quarterly statements, shall be used as the basis for computing the final settlement, subject to the aforementioned audit. Such audit shall be completed within 90 days after the expiration of this Agreement and final settlement shall be made within 120 days after the expiration of this Agreement.

F. In the event that parking rates for Facility No. 4 are increased and are to take effect at any time during the period of this Agreement, this Article XIX shall be subject to review, adjustment and renegotiation by and between the City and the Operator with respect to compensation, and supplemental agreement by and between said parties shall be drawn for the approval of the City Council and execution by the parties.

### Article XX.

*Collection of fees and charges.*

All parking fees and charges made and collected by the Operator and his employees under the terms of this Agreement shall be deposited daily with the armored car service referred to in Article XIX. B. hereof and said armored car service shall deposit said fees and charges for credit to such appropriate revenue account as shall be designated by the Commissioner, said procedure set forth in further detail in the Rules and Regulations promulgated by the Bureau of Parking. All such parking fees and charges shall be made pursuant to parking tickets supplied by the City, which shall be time stamped by the Operator and his employees in accordance with the Rules and Regulations hereinabove referred to, with the exception of monthly charges, otherwise provided for therein.

### Article XXI.

*Operator's records.*

The Operator shall keep accurate records, books and accounts in conformity with a system approved by the Commissioner and agrees to permit authorized personnel of the City to examine said records, books and accounts at any reasonable time as a matter of right.

### Article XXII.

*Vacation and abandonment of premises.*

A. If the Operator shall vacate, desert or abandon the premises and facility, or shall permit the same to remain vacated, deserted or abandoned for a period of ten (10) days, or if the Operator shall breach any covenant, promise or condition set forth in this Agreement, or if the Operator shall default in the payment of any rent or charges payable by him under this Agreement, or if the Operator shall sell, assign, or mortgage this Agreement or any provision hereof, or if the Operator shall be in default with respect to his performance of any covenants, promises or conditions contained in this Agreement, or if the Operator shall fail to comply with any of the statutes, ordinances, rules, orders, regulations or requirements of the Federal, State and City government, or any and all of their departments and bureaus applicable or pertinent to said premises and facility, or in the event of the death or incapacity of the Operator, then the Operator's right to possession of the premises and facility thereupon shall cease and terminate, with or without any notice or demand whatsoever if the City so elects but not otherwise. In such event or events hereinabove set forth, whether this Agreement shall be terminated or not, the Operator agrees to surrender to the City possession of the premises and facility immediately without notice to quit or demand for possession of the premises and facility whatsoever, and the Operator hereby grants to the City full and free license to enter into and upon said premises and facility, or any part thereof, to take possession thereof and expel and remove the Operator or any other person who may be occupying the premises and facility or any part thereof, without resort to courts for an order sanctioning such action, and the City may use force in expelling and removing the Operator and such other person as may be reasonably necessary to accomplish said purpose. It is agreed by the Operator that said

(Continued on page 7440)

OPERATOR M & M Parking Company, Inc. FACILITY NO. 4

SCHEDULE OF PAYMENTS TO OPERATOR FOR FEES BASED
ON A "NORMAL" (OR BASIC) YEARLY GROSS REVENUE LEVEL OF $ 300,000

| (1) | (2) | (3) | (4) | (5) | (6) | (7) |
|---|---|---|---|---|---|---|
| IF GROSS REVENUE IS | | | THE OPERATOR'S FEE WILL BE | | | |
| | | | | ON AMOUNT IN COL. 2 | | |
| A STATED AMOUNT OF | PLUS AN AMOUNT OVER COL. 1 OF | OR GRAND TOTAL GROSS REVENUE OF | ON AMOUNT IN COL. 1 | RATE | AMOUNT | OR TOTAL FEE ON AMOUNT IN COL. 3 OF |

GENERAL SCHEDULE OF FEES
STATED ACCORDING TO CONTRACT AND ON A YEARLY BASIS

| | | | | | | |
|---|---|---|---|---|---|---|
| 300,000 | - | 300,000 | - | - | - | 12,000 |
| 300,000 | 25,000 | 325,000 | 12,000 | 2% | 500 | 12,500 |
| 325,000 | 25,000 | 350,000 | 12,500 | 3% | 750 | 13,250 |
| 350,000 | 25,000 | 375,000 | 13,250 | 4% | 1,000 | 14,250 |
| 375,000 | 25,000 | 400,000 | 14,250 | 5% | 1,250 | 15,500 |

All revenue over $400,000 will carry a 5% fee.

SCHEDULE OF FEES STATED ACCORDING TO CONTRACT AND ON YEARLY BASIS (AS ABOVE)
BUT SHOWING GROSS REVENUES, BEGINNING WITH A MINIMUM YEARLY AMOUNT OF
$ 300,000 , IN INCREASING STEPS OF $10,000 (OR LESS)

| | | | | | | |
|---|---|---|---|---|---|---|
| 300,000 | - | 300,000 | - | - | - | 12,000 |
| 300,000 | 10,000 | 310,000 | 12,000 | 2% | 200 | 12,200 |
| 310,000 | 10,000 | 320,000 | 12,200 | 2% | 200 | 12,400 |
| 320,000 | 5,000 | 325,000 | 12,400 | 2% | 100 | 12,500 |
| 325,000 | 10,000 | 335,000 | 12,500 | 3% | 300 | 12,800 |
| 335,000 | 10,000 | 345,000 | 12,800 | 3% | 300 | 13,100 |
| 345,000 | 5,000 | 350,000 | 13,100 | 3% | 150 | 13,250 |
| 350,000 | 10,000 | 360,000 | 13,250 | 4% | 400 | 13,650 |
| 360,000 | 10,000 | 370,000 | 13,650 | 4% | 400 | 14,050 |
| 370,000 | 5,000 | 375,000 | 14,050 | 4% | 200 | 14,250 |
| 375,000 | 10,000 | 385,000 | 14,250 | 5% | 500 | 14,750 |
| 385,000 | 10,000 | 395,000 | 14,750 | 5% | 500 | 15,250 |
| 395,000 | 5,000 | 400,000 | 15,250 | 5% | 250 | 15,500 |

OPERATOR'S BASIC FEE ON BASIC GROSS REVENUE LEVEL OF $ 300,000 : $ 12,000
OPERATOR'S TOTAL FEES IF ACTUAL GROSS REVENUE UNDER
BASIC GROSS REVENUE LEVEL OF $ 300,000 : 4 % OF ACTUAL GROSS REVENUE

(Continued from page 7438)

entry of the premises and facility by the City shall not constitute a trespass or forcible entry or detainer, nor shall it cause forfeiture of charges due by virtue of the provisions of this Agreement, nor a waiver of any covenant agreement or promise in this Agreement to be performed by the Operator.

B. The Operator hereby waives all notice of any election made by the City under this Agreement, demand for revenues or other charges reserved under this Agreement, notice to quit, demand for possession, and any and all notices and demands whatsoever, of every kind and nature, which may or shall be required by any statute of this State relating to forcible entry and detainer, or to landlord and tenant, or any other statute, or under the common law, during the term of this Agreement. The acceptance of any rents or charges reserved by the City under this Agreement, whether in a single instance or repeatedly, after they shall fall due, or after knowledge of any breach hereof by the Operator, or giving or making of any notice or demand, whether according to any statutory provisions or not, or any act or series of acts, except an express written waiver, shall not be construed as a waiver of the City's right to act without notice or demand or any other right hereby given the City, or as an election not to proceed under the provisions of this Agreement.

D. If the Operator shall file a petition in bankruptcy or shall be involuntarily placed in bankruptcy, or shall be adjudicated a bankrupt, or shall make an assignment for the benefit of creditors, or shall take advantage of any provisions in any statute or ordinance for the advantage of insolvent persons, the City may elect to terminate this Agreement and the term hereof and take immediate possession of the premises, facility and appurtenances without notice.

E. In the event the City elects to terminate this Agreement because of a violation of any provisions of this Article, upon such termination the Operator shall compensate the City for any loss in revenue as may be sustained by reason of such termination and provision for such compensation shall be made a condition of the Performance Bond referred to in Article XVII of this Agreement.

F. It is further agreed by and between the parties that the rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

### Article XXIII.

*Costs, expenses and attorney's fees.*

The Operator agrees to pay and discharge all costs, expenses and attorney's fees which shall be incurred and expended by the City in enforcing the covenants, promises and conditions of this Agreement, whether by the institution of litigation or in taking of advice of counsel, or otherwise.

### Article XXIV.

*Notices.*

Notices to the City provided under this Agreement may be sent by registered mail, postage prepaid, addressed to the Commissioner of Streets and Sanitation, Room 707, City Hall, Chicago, Illinois, 60602, and notices to the Operator provided for in this Agreement may be sent by registered mail, postage prepaid, addressed to the Operator at: M and M Parking Company, 105 West Madison Street, Chicago, Illinois, or in either case to such other respective parties and addresses as the parties hereto may designate in writing from time to time. Such notices shall be deemed to have been given when deposited in any United States Post Office.

### Article XXV.

*Construction of Agreement.*

It is agreed by and between the parties hereto that all general provisions, terms, phrases and expressions shall be subject to rules of construction as will fully implement the true intent and meaning of the parties to this Agreement, including but not limited to, the following:

A. Words importing the singular number may extend and be applied to several persons or things, and words importing the plural number may include the singular.

B. Words importing the masculine gender may be applied to the feminine gender and to impersonal legal entities.

C. The word "month" means a calendar month, and the word "year" means a calendar year, unless otherwise expressed.

### Article XXVI.

*City Council approval.*

This Agreement was authorized by the City Council of the City of Chicago, on the ............ day of ............ A.D., 19.... Council Journal page ............

In Witness Whereof, the parties hereto have caused this Agreement to be executed under their respective seals on the day and year first above written.

City of Chicago, a municipal corporation.
By: ........................................
Commissioner of Streets and Sanitation
By: ........................................
City Comptroller
Operator:
By: ........................................
Title
By: ........................................
Attest Title
(Corporate seal)
Approved:
................................................
Independent Engineer
Approved as to form and legality, except as to property description and execution:
................................................
Assistant Corporation Counsel

Acknowledgment by Principal if a Corporation

State of Illinois }
}ss
County of Cook }

I, ................................................................., a Notary Public in and for said County in the State aforesaid, Do Hereby Certify That ..................................,
(President)
personally known to me to be President and ........
.................................., personally known to me to be
(Secretary)
Secretary of ............................................., appeared
(Name of Corporation)
before me this day in person and acknowledged that they signed, sealed and delivered the foregoing instrument as their free and voluntary act, and as the free and voluntary act of the said..............................
(Name of Corporation)
for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this ............ day of ......................., 19.......

................................................
Notary Public

SECTION 2. This ordinance shall be effective from and after the date of its passage.

### Execution of Parking Facility Operator's Lease Agreement Authorized for Parking Facility No. 5.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on December 30, 1969, page 7340, recommending that the City Council pass a proposed ordinance transmitted with the committee's report [Proposed ordinance printed in Committee Pamphlet No. 19], to authorize execution of Parking Facility Operator's Lease Agreement for Parking Facility No. 5 for Year 1970.

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Singer, Fifielski, Kerwin, Wigoda, Sperling—39.

*Nays*—Aldermen Despres, Simon, Scholl, McCutcheon, Hoellen, O'Rourke—6.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Streets and Sanitation is hereby authorized and directed to execute on behalf of the City of Chicago, the City Comptroller to countersign, and the City Clerk to attest, upon approval of the Corporation Counsel as to form and legality, a Parking Facility Operator's Agreement between the City of Chicago and M and M Parking Company for Chicago Parking Facility No. 5 at No. 875 N. Rush Street. Said agreement is attached to this ordinance and made a part hereof, the same as if incorporated herein.

CITY OF CHICAGO
PARKING FACILITY
OPERATOR'S AGREEMENT

This Agreement, made this ........... day of ......................, A.D. 19..., between the City of Chicago, a municipal corporation of the State of Illinois (sometimes hereinafter referred to as "City"), and M and M Parking Company, an Illinois corporation (sometimes hereinafter referred to as "Operator").

This Agreement Witnesseth:

That for and in consideration of the mutual promises, covenants, terms and conditions, both general and special, as hereinafter set forth, the City hereby grants to the Operator the privileges hereinafter described and the Operator agrees to assume the duties, responsibilities, and obligations as hereinafter set forth, with respect to the premises and parking facility described as follows:

875 North Rush Street, Chicago, Illinois, known as City of Chicago Parking Facility No. 5.

This City of Chicago Parking Facility Operator's Agreement constitutes the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences shall be implied or impressed upon such Agreement that are not herein set forth.

The term of this Agreement shall be for the period of one (1) year beginning on the 1st day of January, 1970, and ending on the 31st day of December, 1970, unless said term shall be sooner terminated as hereinafter provided.

Article I.

*Definition of terms.*

A. "Bureau of Parking" means that agency of the City of Chicago, having management and control of the establishment, operation and maintenance of parking facilities.

B. "Commissioner" means the Commissioner of Streets and Sanitation of the City of Chicago, or any other official designated by the City Council to have administrative supervision over the Bureau of Parking.

C. "Operator" means any natural person, partnership, corporation, company or other legal entity who or which owns, controls, manages and directs the business of parking motor vehicles on public off-street parking lots, or in public off-street parking garages, or in other public off-street parking facilities.

Article II.

*Assignment or transfer.*

The Operator shall not assign or transfer this Agreement nor any of the rights or privileges granted hereby, nor enter into any contract requiring or permitting the doing of any act hereunder by an independent contractor, unless otherwise expressly provided herein, without prior written approval signed by the Commissioner. If the Operator is a partnership or corporation or legal entity other than a natural person, and control of said entity changes at any time during the term hereof, the City may, at its option, deem and declare such change as a breach of this agreement and take immediate possession of said premises and facility first hereinabove described. It is understood and agreed by and between the City and the Operator that nothing contained in this Agreement is intended or shall be construed as in any way creating or establishing the relationship of co-partners or joint venturers between the parties hereto.

Article III.

*Present condition of premises.*

The Operator has examined the premises, facilities and appurtenances first hereinabove described, prior to and as a condition precedent to his acceptance and the execution of this Agreement, and is satisfied with the physical condition of said premises, and his taking possession shall constitute conclusive evidence of his receipt thereof in safe and sanitary condition, and in good order and repair, unless otherwise specified herein. The Operator agrees and admits that no representations as to condition or repair have been made by the City or its officers, employees or agents, which are not herein expressed or endorsed hereon, and that no promises to decorate, alter, repair or improve said premises, before, at or after the execution of this Agreement by the parties, not expressly contained herein, have been made by the City or its officers, employees or agents.

Article IV.

*Future condition of premises.*

The Operator shall keep the premises, facility and appurtenances first hereinabove described in a safe, sanitary and sightly condition, and in good repair, and shall yield the same back to the City upon the termination of this Agreement in such condition and repair, ordinary wear and tear excepted. If said premises and facility shall not be so kept by the Operator, the City may enter the premises (without such entry constituting a termination of the privileges herein granted or an interference with the possession of or construction or other eviction from said premises and facility) and do all things necessary to restore said premises and facility to the condition herein required.

### Article V.

*Signs and advertising.*

The Operator shall not permit or place, post or cause to be placed or posted any sign, billboard, poster, advertising material or similar devices in view of the general public on, in or about the premises and facility without prior written approval signed by the Commissioner. Any such sign, billboard, poster, advertising material or similar devices not authorized by him may be removed by the City and all cost and expense resulting therefrom shall be charged to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses in addition to the rent and charges otherwise reserved in this Agreement. The City hereby reserves the right to erect and maintain such signs or billboards on the premises and facility, from time to time, as the Commissioner may deem advisable.

### Article VI.

*Alterations and additions.*

The Operator shall make no alterations or additions to the premises and facility first hereinabove described without the prior consent of the City as evidenced by approval in writing signed by the Commissioner. All alterations and additions shall remain as part of said premises and facility unless the City shall otherwise elect, as evidenced by prior approval in writing signed by the Commissioner. Said alterations and additions shall include, but are not limited to, locks, bolts and all fixtures.

### Article VII.

*Maintenance by Operator.*

The Operator agrees to maintain the premises and facility, advancing funds therefor, reimbursement being subject to all provisions of this Agreement, from day to day in good condition and repair and agrees to do all things necessary toward that end, particularly, but not limited to, the following:

A. Maintain all wheel stops and blocks.

B. Maintain and care for all planting.

C. Maintain all washrooms, toilets and rest rooms according to acceptable health standards.

D. Maintain the premises and facility in a clean, presentable condition, prevent accumulations of dirt, paper or trash of any kind upon the premises and facility.

E. Remove snow, ice and other obstructions from adjacent driveways and sidewalks. Said snow, ice and like debris to be removed shall not be placed upon the public ways or any portion thereof.

F. Make minor necessary repairs to plumbing, lighting and heating equipment. It is agreed by and between the parties that the Commissioner in his sole judgment shall determine whether a repair is minor or otherwise.

G. Advance payment for all utility services, including gas, heat, water and electricity, reimbursement being subject to all provisions of this Agreement.

Should the Operator fail to comply with any of the obligations listed above, the City may, after five (5) days notice to comply, in the event of noncompliance, enter upon said premises and take all steps necessary to insure compliance with the above obligations, in addition to other remedies set forth herein, charging the cost and expense of such entry and procedure to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses.

### Article VIII.

*Maintenance by City.*

The City agrees to maintain and pay for the following items of maintenance and equipment:

A. Maintain said facility in structural repair.

B. Make necessary major repairs to plumbing, lighting and heating.

C. Remove snow and ice, except from sidewalks and driveways.

D. Supply and maintain cash register.

E. Supply all parking tickets and other forms.

F. Supply and maintain pavement markings.

G. Supply electric light bulbs and replace said bulbs and fuses when necessary.

H. Maintain and replace all gates and barricades.

I. Maintain and keep in good working order the hoists, hoist equipment, lifts and elevators.

J. Maintain and keep in good working order all neon directional, informational, and advertising signs located in the interior or on the exterior of the facility.

### Article IX.

*Compliance with law; Liens.*

The Operator agrees to operate such facility as first hereinabove described in compliance at all times with this Agreement and all laws, statutes, ordinances and rules and regulations which are now in effect or which may be hereafter adopted, particularly, but not limited to, all rules and regulations of the Bureau of Parking, Department of Streets and Sanitation. The Operator agrees to keep premises, facility and appurtenances first hereinabove described free and clear of any and all liens in any way arising out of the Operator's use and maintenance thereof.

### Article X.

*Operation of Facility.*

The Operator agrees to operate the facility subject to all provisions of this Agreement for the convenience of the public during the terms hereof and shall use and occupy the above premises solely for off-street parking of motor vehicles. The Operator shall use his best efforts to secure, maintain and develop the parking business conducted by him under the terms of this Agreement and to increase the same whenever and wherever possible, and shall refrain from and prevent the diversion of any such parking business from the facility whenever possible.

### Article XI.

*Hours of operation.*

The Operator agrees to operate the facility twenty-four (24) hours a day seven (7) days a week, holidays included. The hours of operation may be changed from time to time by the Commissioner, when authorized and directed to do so by the City Council of the City of Chicago. Such change shall take effect within forty-eight (48) hours, Sundays and holidays excluded, after written notice thereof is received by the Operator.

### Article XII.

*Vehicle parking.*

At no time shall the Operator remove or permit or cause to be removed from the premises and facility any vehicle placed thereon for parking purposes without the express consent of the owner or operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator enter or drive, or permit or cause to be entered or driven, any vehicle which has been placed upon the premises for the purpose of self-parking, without the express consent of the owner or operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator accept or cause to be accepted for parking any commercial vehicles, except with the prior written approval signed by the Commissioner. At no time shall the Operator permit or cause to be permitted the parking of any vehicle whatsoever on or in the premises and facility free of charge.

### Article XIII.

*Operator's employees.*

A. The Operator hereby agrees to select, employ and pay such personnel as may be required in the operation of the facility first hereinabove mentioned, unless otherwise specifically provided for in this Agreement. The Operator agrees further that in performing the covenants, promises and conditions under this Agreement, he shall not discriminate against any worker, employee or applicant, nor against any member of the public, on account of race, creed, color or national origin, nor otherwise commit an unfair employment practice.

B. The Operator agrees further to do or cause to be done the following:

1. To supervise, direct and manage the activities of his employees in such manner as to provide prompt, safe, efficient and courteous services as will be adequate to meet all reasonable demands for parking services on the premises and facility, and to provide a sufficient number of said employees as to enable such services to be provided at all times of the operation of said facility.
2. To cause and require all employees serving as attendants on the premises and facility to wear uniforms, caps and badges to be supplied by and at the expense of the Operator and to require said employees at all times to present a neat and clean appearance. The color and design of said uniforms, caps and badges shall be first approved in writing signed by the Commissioner.

### Article XIV.

*Insurance.*

A. The City, at the time or prior to the execution of this Agreement, agrees to furnish all the insurance required under this Agreement and this Article, to be paid from the revenues resulting from the operation of the facility first hereinabove described. All policies of insurance shall name the beneficiary as indicated below and shall be delivered to and held by the City Comptroller. Said insurance shall be placed only with such insurance companies as are approved from time to time by the City Comptroller.

B. Each such insurance policy as set forth in this Article shall contain a provision to the effect that said insurance cannot be cancelled unless the City Comptroller has been notified not less than thirty (30) days prior to the intended cancellation date.

C. In the event that any additional premiums or audits shall be required, the same shall be paid by the City of Chicago from the revenues resulting from the operation of said facility; any return premiums or audits shall be paid to the City of Chicago, for deposit into an appropriate revenue fund.

D. The insurance to be provided as set forth in this Article shall include the following coverages to be maintained during the life of this Agreement:

1. Workmen's Compensation and Occupational Disease Insurance in the names of the City and Operator as insured parties, covering all employees engaged in any work pursuant to this Agreement; liability coverage to be not less than $100,000.00.

2. Fire, Extended Coverage, Vandalism and Malicious Mischief, in the name of the City as the insured party, with not less than eighty (80) per cent co-insurance on all buildings included in said facility; liability coverage to be not less than $1,244,000.00.

3. Fire, Extended Coverage, Vandalism and Malicious Mischief covering the contents in all buildings of said facility, in the names of the City and Operator as insured parties, with not less than ninety (90) per cent co-insurance on contents in all buildings of said facility; liability coverage to be not less than $3,000.00. (This coverage shall be applicable only in the event said contents are valued at $2,500.00 or more).

4. Fire, Extended Coverage and Malicious Mischief for business interruption, in the names of the City and Operator as insured parties, contemplating fifty (50) per cent of the gross earnings, as determined from previous earnings of said facility; liability coverage to be not less than $124,000.00.

5. Garage Keeper's Legal Liability, Fire and Explosion, Theft of Automobile, and Combined Coverage, in the names of the City and Operator as insured parties, to include riot, civil commotion, vandalism and malicious mischief with a $25.00 deductible provision, and a $100.00 deductible provision for collision and upset.

6. Plate glass coverage, in the names of the City and Operator as insured parties, fully covering all plate glass of the facility.

7. Commercial Blanket Fidelity Bond, in the name of the Operator as the insured party, covering all employees; liability coverage to be not less than $25,000.00.

8. Broad Form Money and Securities Insurance, in the name of the Operator as the insured party, covering interior and exterior locations, if necessary, liability coverage to be not less than $3,000.00.

9. Comprehensive Public Liability and Property Damage Insurance, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries from any one accident; and $50,000.00 for property damage resulting from any one accident.

10. Owner's or Landlord's Protective Policy, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries resulting from any one accident; and $50,000.00 for property damage resulting from any one accident.

11. Elevator Liability, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries resulting from any one accident; and $50,000.00 for property damage resulting from any one accident.

### Article XV.

*Destruction of facilities.*

A. In the event the premises and facility or a part thereof shall become damaged or destroyed by fire, explosion, or other casualty, and if the Commissioner determines in his sole judgment that said damages can be repaired within a reasonable time upon notification thereof, the Operator agrees to submit plans and specifications for approval by the Commissioner, which are necessary to restore the premises and facility to the condition which existed prior to said damage, and agrees to make all repairs according to said plans and specifications after approval by the Commissioner. Failure of the Operator to submit said plans and specifications to the Commissioner within ten (10) days after the casualty above described, or failure to commence said restoration work within five (5) days after the Operator has received the plans and specifications as approved by the Commissioner, or failure to complete such restoration work within a reasonable time, will constitute an abandonment by the Operator.

B. The cost of such repairs and restoration described in this Article shall be paid from the funds received by the City and Operator under insurance policies to the extent said costs are thereunder covered. Should any balance of costs remain which are not covered by said insurance policies, fifty (50) percent of said balance shall be paid by the City and fifty (50) percent shall be paid by the Operator.

C. Notwithstanding the foregoing provisions, in the event of a casualty described in Paragraph A of this Article, the Commissioner may elect, in his sole judgment, to consider said premises and facility beyond repair and refuse to permit the repair, reconstruction or restoration of said premises and facility, and upon written notice of said election from the Commissioner to the Operator within thirty (30) days from the date of said casualty, the obligation of the Operator to pay such rent and charges as are hereinafter reserved to the City shall cease and this Agreement shall thereupon terminate; provided, however, that all rents and charges theretofore accrued shall remain due and payable by the Operator forthwith.

### Article XVI.

*Indemnification.*

The Operator shall assume all risks incident to or in connection with his business to be conducted hereunder and shall be solely responsible for all accidents or injuries of whatsoever kind or nature as may be sustained by any persons or property and the Operator shall indemnify, defend and save harmless the City, its officers, agents and employees from any and all claims, suits, losses or damages arising from said accidents or injuries of whatsoever kind or nature, arising directly or indirectly out of the operation of said business, or resulting from the carelessness, negligence or improper conduct of the City, Operator or any of their officers, agents or employees. Said Operator shall also indemnify, defend and save harmless the City, its officers, agents and employees from any penalties for violation of any law, statute, ordinance or regulation affecting its operations.

### Article XVII.

*Operator's Performance Bond.*

The Operator shall deliver to the City at the time of or prior to the execution of this Agreement an approved Government Bond payable to bearer or the City of Chicago or, in lieu thereof, a Performance Bond approved by the City Comptroller and the Corporation Counsel in the amount of $20,000.00. Said bond shall be conditioned upon the full and faithful performance by the Operator of each and every covenant, promise, term, condition, undertaking and agreement set forth in this Agreement.

### Article XVIII.

*Parking fees and charges.*

The Operator hereby agrees to charge for parking vehicles on the premises and facility first hereinabove described the following fees, rates and charges, during the term of this Agreement:

A. *Transient.*

| | |
|---|---|
| 1 hour or less | $0.75 |
| 2 hours | 1.00 |
| Each hour thereafter | 0.25 |
| 12 hour maximum | 2.00 |
| 16 hour maximum | 2.25 |
| 20 hour maximum | 2.50 |
| 24 hour maximum | 2.75 |

B. *Monthly.*

| | |
|---|---|
| For each one month period, unrestricted | $30.00 |

C. It is understood and agreed that parking fees, rates and charges may be changed by the Commissioner when authorized and directed to do so by the City Council of the City of Chicago and the Operator agrees to make such changes when directed to do so by the Commissioner. Fees, rates and charges shall be put into effect within forty-eight (48) hours after written notification thereof has been given to the Operator by the Commissioner and shall remain in effect until changed by the Commissioner as herein provided.

### Article XIX.

*License fees, taxes and charges; budget; and compensation.*

A. *Definitions.*

1. "Basic gross revenue level," is that the revenue income anticipated to be received by Facility No. 5 during the period of this Agreement, and shall be established by considering a selected series of consecutive prior years which, in the judgment of the Commissioner, best represents that average level of yearly gross revenue received by said Facility, together with any current increase in parking fees authorized by the City Council.

2. "Actual gross revenue level," is the actual dollar amount of gross revenue received by the Facility from parking fees during the period of this Agreement, as shall be determined by an examination of all books and records pertaining to such actual revenues, received, said examination to be conducted by the City after the termination of this Agreement.

3. "Basic or minimum fee," is that amount of compensation which, in the judgment of the Commissioner, represents a reasonable base payment for management services to be rendered by the Operator during the term of this Agreement as compensation for achieving the "basic gross revenue level" during the period of this Agreement.

4. "Additional or incremental fee," is that compensation over and above the "basic or minimum fee' payable to the Operator as determined by certain percentages of "blocks" of $25,000 by which the "actual gross revenue" of the Facility exceeds the "basic gross revenue" received by the Facility during the period of this Agreement, as set forth in Exhibit "A", attached hereto and made a part hereof.

B. *License fees, taxes and charges.*

The Operator shall advance all license fees, taxes and charges assessed under local ordinances and States and Federal statutes to the extent that they are applicable to the operation of the Facility. The Operator shall also secure armored car service for the daily collection of revenue from the Facility and advance payment for such services, the selection of the armored car service to be approved in writing by the Commissioner prior to the use thereof by the Operator.

C. *Budget.*

All expenses incurred or to be incurred by the Operator in anticipation of the advancement of funds under this Agreement shall be set forth in a budget for approval by the Commissioner, on a form prescribed by the Commissioner, which shall include, but shall not be limited to, license fees, taxes, charges, employee payrolls and like expenses. The budget herein provided for shall be submitted no later than thirty (30) days following the execution of this Agreement and shall be supplemented from time to time so as to reflect such changes or additions as may become necessary or as requested by the Commissioner. The Operator shall submit such detailed supporting data as the Commissioner may request. Each expense item for which reimbursement is being claimed shall be designated as a reimbursable item on said budget. No expense item shall be reimbursed to the Operator unless approved by the Commissioner and the Independent Engineer.

D. *Compensation to Operator.*

For full and faithful performance of the provisions contained in this Agreement, the Operator of Facility No. 5 shall be paid for the period of this Agreement as follows:

(1) A basic or minimum fee of $8,000.00, being 4 per cent of the basic gross revenue level of said Facility which is hereby set at $200,000.00.

(2) Additional or incremental fees shall be paid on successive "blocks" of gross revenue of $25,000.00 over and above the basic gross revenue level, a set forth in Exhibit "A" attached hereto and made a part hereof.

(3) The combined total fees as reflected in the following Exhibit "A" attached hereto and made a part hereof, embodies the intent and purpose of paragraphs (1) and (2) of this section D.

[Exhibit "A" printed on page 7446 of this Journal]

E. *Settlement and reimbursement.*

The Operator's total fee and expense reimbursement shall be computed, finalized and settled for the entire period of this Agreement, specifically on the basis of actual results of the operation of the Facility for the period covered by this Agreement, as determined by an examination of the books and records of the Operator by the City after the termination of said period: provided, however that the City shall make monthly payments of fees reimbursable expenses, with quarterly adjustments, which shall substantially cover the Operator's earned fees and actual reimbursable expenses for each month under the following procedure:

(1) It is estimated that the Operator's yearly management fee for Facility No. 5 will be approximately $12,000.00 and that the Operator's annual reimbursable expense will be approximately $141,000.00 making the total annual payment to the Operator to be approximately $153,000.00. The Operator shall receive a monthly reimbursement on one-twelfth of the total approximate yearly payment, or $12,750.00 on the tenth day of the following month for the first eleven months of the Agreement. The final settlement payment shall constitute the twelfth payment.

(2) At the end of each of the first three quarters of the period of this Agreement, the Operator shall submit to the City quarterly expense statements reflecting actual expenses incurred within each said quarter by the Operator for said facility. At the end of each quarter the Commissioner shall review actual management fees earned and expenses incurred and if in his sole judgement, the estimated monthly reimbursement does not correctly reflect actual operations, he may appropriately adjust the monthly reimbursement to reflect actual operating conditions.

(3) At the end of the fourth quarter of the period of this Agreement, the Operator shall submit to the City the fourth quarterly reimbursable expense statement reflecting actual expenses incurred within said quarter. This quarterly statement, when combined with the three previously submitted quarterly statements, shall be used as the basis for computing the final statement, subject to the aforementioned audit. Such audit shall be completed within 90 days after the the expiration of this Agreement and final settlement shall be made within 120 days after the expiration of this Agreement.

F. In the event that parking rates for Facility No. 5 are increased and are to take effect at any time during the period of this Agreement, this Article XIX shall be subject to review, adjustment and renegotiation by and between the City and the Operator with respect to compensation, and supplemental agreement by and between said parties shall be drawn for the approval of the City Council and execution by the parties.

### Article XX.

*Collection of fees and charges.*

All parking fees and charges made and collected by the Operator and his employees under the terms of this Agreement shall be deposited daily with the armored car service referred to in Article XIX. B. hereof and said armored car service shall deposit said fees and charges for credit to such appropriate revenue account as shall be designated by the Commissioner, said procedure set forth in further detail in the Rules and Regulations promulgated by the Bureau of Parking. All such parking fees and charges shall be made pursuant to parking tickets supplied by the City, which shall be time stamped by the Operator and his employees in accordance with the Rules and Regulations hereinabove referred to, with the exception of monthly charges, otherwise provided for therein.

### Article XXI.

*Operator's records.*

The Operator shall keep accurate records, books and accounts in conformity with a system approved by the Commissioner and agrees to permit authorized personnel of the City to examine said records, books and accounts at any reasonable time as a matter of right.

### Article XXII.

*Vacation and abandonment of premises.*

A. If the Operator shall vacate, desert or abandon the premises and facility, or shall permit the same to remain vacated, deserted or abandoned for a period of ten (10) days, or if the Operator shall breach any covenant, promise or condition set forth in this Agreement, or if the Operator shall default in the payment of any rent or charges payable by him under this Agreement, or if the Operator shall sell, assign, or mortgage this Agreement or any provision hereof, or if the Operator shall be in default with respect to his performance of any covenants, promises or conditions contained in this Agreement, or if the Operator shall fail to comply with any of the statutes, ordinances, rules, orders, regulations or requirements of the Federal, State and City government, or any and all of their departments and bureaus applicable or pertinent to said premises and facility, or in the event of the death or incapacity of the Operator, then the Operator's right to possession of the premises and

(Continued on page 7447)

OPERATOR M & M Parking Company, Inc. FACILITY NO. 5

SCHEDULE OF PAYMENTS TO OPERATOR FOR FEES BASED
ON A "NORMAL" (OR BASIC) YEARLY GROSS REVENUE LEVEL OF $ 200,000

| (1) | (2) | (3) | (4) | (5) | (6) | (7) |
|---|---|---|---|---|---|---|
| IF GROSS REVENUE IS | | | THE OPERATOR'S FEE WILL BE | | | |
| | | | | ON AMOUNT IN COL. 2 | | |
| A STATED AMOUNT OF | PLUS AN AMOUNT OVER COL. 1 OF | OR GRAND TOTAL GROSS REVENUE OF | ON AMOUNT IN COL. 1 | RATE | AMOUNT | OR TOTAL FEE ON AMOUNT IN COL. 3 OF |

GENERAL SCHEDULE OF FEES
STATED ACCORDING TO CONTRACT AND ON A YEARLY BASIS

| | | | | | | |
|---|---|---|---|---|---|---|
| $200,000. | - | $200,000. | - | - | - | $ 8,000. |
| 200,000. | $25,000. | 225,000. | $ 8,000. | 2% | $ 500. | 8,500. |
| 225,000. | 25,000. | 250,000. | 8,500. | 3% | 750. | 9,250. |
| 250,000. | 25,000. | 275,000. | 9,250. | 4% | 1,000. | 10,250. |
| 275,000. | 25,000. | 300,000. | 10,250. | 5% | 1,250. | 11,500. |

All Revenue over $300,000 will also carry a 5% fee.

SCHEDULE OF FEES STATED ACCORDING TO CONTRACT AND ON YEARLY BASIS (AS ABOVE)
BUT SHOWING GROSS REVENUES, BEGINNING WITH A MINIMUM YEARLY AMOUNT OF
$ 200,000 , IN INCREASING STEPS OF $10,000 (OR LESS)

| | | | | | | |
|---|---|---|---|---|---|---|
| $200,000. | - | $200,000. | - | - | - | $ 8,000. |
| 200,000. | $10,000. | 210,000. | $ 8,000. | 2% | $ 200. | 8,200. |
| 210,000. | 10,000. | 220,000. | 8,200. | 2% | 200. | 8,400. |
| 220,000. | 5,000. | 225,000. | 8,400. | 2% | 100. | 8,500. |
| 225,000. | 10,000. | 235,000. | 8,500. | 3% | 300. | 8,800. |
| 235,000. | 10,000. | 245,000. | 8,800. | 3% | 300. | 9,100. |
| 245,000. | 5,000. | 250,000. | 9,100. | 3% | 150. | 9,250. |
| 250,000. | 10,000. | 260,000. | 9,250. | 4% | 400. | 9,650. |
| 260,000. | 10,000. | 270,000. | 9,650. | 4% | 400. | 10,050. |
| 270,000. | 5,000. | 275,000. | 10,050. | 4% | 200. | 10,250. |
| 275,000. | 10,000. | 285,000. | 10,250. | 5% | 500. | 10,750. |
| 285,000. | 10,000. | 295,000. | 10,750. | 5% | 500. | 11,250. |
| 295,000. | 5,000. | 300,000. | 11,250. | 5% | 250. | 11,500. |

OPERATOR'S BASIC FEE ON BASIC GROSS REVENUE LEVEL OF $ 200,000. : $ 8,000.

OPERATOR'S TOTAL FEES IF ACTUAL GROSS REVENUE UNDER
BASIC GROSS REVENUE LEVEL OF $ 200,000. : 4 % OF ACTUAL GROSS REVENUE

(Continued from page 7445)

facility thereupon shall cease and terminate, with or without any notice or demand whatsoever if the City so elects but not otherwise. In such event or events hereinabove set forth, whether this Agreement shall be terminated or not, the Operator agrees to surrender to the City possession of the premises and facility immediately without notice to quit or demand for possession of the premises and facility whatsoever, and the Operator hereby grants to the City full and free license to enter into and upon said premises and facility, or any part thereof, to take possession thereof and expel and remove the Operator or any other person who may be occupying the premises and facility or any part thereof, without resort to courts for an order sanctioning such action, and the City may use force in expelling and removing the Operator and such other person as may be reasonably necessary to accomplish said purpose. It is agreed by the Operator that said entry of the premises and facility by the City shall not constitute a trespass or forcible entry or detainer, nor shall it cause forfeiture of charges due by virtue of the provisions of this Agreement, nor a waiver of any covenant agreement or promise in this Agreement to be performed by the Operator.

B. The Operator hereby waives all notice of any election made by the City under this Agreement, demand for revenues or other charges reserved under this Agreement, notice to quit, demand for possession, and any and all notices and demands whatsoever, of every kind and nature, which may or shall be required by any statute of this State relating to forcible entry and detainer, or to landlord and tenant, or any other statute, or under the common law, during the term of this Agreement. The acceptance of any rents or charges reserved by the City under this Agreement, whether in a single instance or repeatedly, after they shall fall due, or after knowledge of any breach hereof by the Operator, or giving or making of any notice or demand, whether according to any statutory provisions or not, or any act or series of acts, except an express written waiver, shall not be construed as a waiver of the City's right to act without notice or demand or any other right hereby given the City, or as an election not to proceed under the provisions of this Agreement.

D. If the Operator shall file a petition in bankruptcy or shall be involuntarily placed in bankruptcy, or shall be adjudicated a bankrupt, or shall make an assignment for the benefit of creditors, or shall take advantage of any provisions in any statute or ordinance for the advantage of insolvent persons, the City may elect to terminate this Agreement and the term hereof and take immediate possession of the premises, facility and appurtenances without notice.

E. In the event the City elects to terminate this Agreement because of a violation of any provisions of this Article, upon such termination the Operator shall compensate the City for any loss in revenue as may be sustained by reason of such termination and provision for such compensation shall be made a condition of the Performance Bond referred to in Article XVII of this Agreement.

F. It is further agreed by and between the parties that the rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

### Article XXIII.

*Costs, expenses and attorney's fees.*

The Operator agrees to pay and discharge all costs, expenses and attorney's fees which shall be incurred and expended by the City in enforcing the covenants, promises and conditions of this Agreement, whether by the institution of litigation or in taking of advice of counsel, or otherwise.

### Article XXIV.

*Notices.*

Notices to the City provided under this Agreement may be sent by registered mail, postage prepaid, addressed to the Commissioner of Streets and Sanitation, Room 707, City Hall, Chicago, Illinois, 60602, and notices to the Operator provided for in this Agreement may be sent by registered mail, postage prepaid, addressed to the Operator at: M and M Parking Company, 105 West Madison Street· Chicago, Illinois or in either case to such other respective parties and addresses as the parties hereto may designate in writing from time to time. Such notices shall be deemed to have been given when deposited in any United States Post Office.

### Article XXV.

*Construction of Agreement.*

It is agreed by and between the parties hereto that all general provisions, terms, phrases and expressions shall be subject to rules of construction as will fully implement the true intent and meaning of the parties to this Agreement, including but not limited to, the following:

A. Words importing the singular number may extend and be applied to several persons or things, and words importing the plural number may include the singular.

B. Words importing the masculine gender may be applied to the feminine gender and to impersonal legal entities.

C. The word "month" means a calendar month, and the word "year" means a calendar year, unless otherwise expressed.

### Article XXVI.

*City Council approval.*

This Agreement was authorized by the City Council of the City of Chicago, on the ............ day of ............ A.D., 19.... Council Journal page ............

In Witness Whereof, the parties hereto have caused this Agreement to be executed under their respective seals on the day and year first above written.

City of Chicago, a municipal corporation.
By: ........................................
Commissioner of Streets and Sanitation
By: ........................................
City Comptroller
Operator:
By: ........................................
Title
By: ........................................
Attest Title
(Corporate seal)
Approved:
..............................................
Independent Engineer
Approved as to form and legality, except as to property description and execution:
..............................................
Assistant Corporation Counsel

Acknowledgment by Principal if a Corporation

State of Illinois }
} ss
County of Cook }

I, ................................................................, a Notary Public in and for said County in the State aforesaid, Do Hereby Certify That ..................................,
(President)
personally known to me to be President and ........ .................................., personally known to me to be
(Secretary)
Secretary of ............................................, appeared
(Name of Corporation)
before me this day in person and acknowledged that they signed, sealed and delivered the foregoing instrument as their free and voluntary act, and as the free and voluntary act of the said..............................
(Name of Corporation)
for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this ........... day of ......................., 19......

..............................................
Notary Public

SECTION 2. This ordinance shall be effective from and after the date of its passage.

### Execution of Parking Facility Operator's Lease Agreement Authorized for Parking Facility No. 6.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on December 30, 1969, page 7340, recommending that the City Council pass a proposed ordinance transmitted with the committee's report [Proposed ordinance printed in Committee Pamphlet No. 19], to authorize execution of Parking Facility Operator's Lease Agreement for Parking Facility No. 6 for Year 1970.

On motion of Alderman Keane said proposed ordinance was *Passed*, by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Singer, Fifielski, Kerwin, Wigoda, Sperling—39.

*Nays*—Aldermen Despres, Simon, Scholl, McCutcheon, Hoellen, O'Rourke—6.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost*.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Streets and Sanitation is hereby authorized and directed to execute on behalf of the City of Chicago, the City Comptroller to countersign, and the City Clerk to attest, upon approval of the Corporation Counsel as to form and legality, a Parking Facility Operator's Agreement between the City of Chicago and LaSalle-Randolph Garage Corporation for Chicago Parking Facility No. 6 at No. 259 E. Superior Street. Said agreement is attached to this ordinance and made a part hereof, the same as if incorporated herein.

CITY OF CHICAGO
PARKING FACILITY
OPERATOR'S AGREEMENT

This Agreement, made this ........... day of ......................, A.D. 19..., between the City of Chicago, a municipal corporation of the State of Illinois (sometimes hereinafter referred to as "City"), and LaSalle-Randolph Garage Corporation, an Illinois corporation (sometimes hereinafter referred to as "Operator").

This Agreement Witnesseth:

That for and in consideration of the mutual promises, covenants, terms and conditions, both general and special, as hereinafter set forth, the City hereby grants to the Operator the privileges hereinafter described and the Operator agrees to assume the duties, responsibilities, and obligations as hereinafter set forth, with respect to the premises and parking facility described as follows:

259 East Superior Street, Chicago, Illinois, known as City of Chicago Parking Facility No. 6.

This City of Chicago Parking Facility Operator's Agreement constitutes the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences shall be implied or impressed upon such Agreement that are not herein set forth.

The term of this Agreement shall be for the period of one (1) year beginning on the 1st day of January, 1970, and ending on the 31st day of December, 1970, unless said term shall be sooner terminated as hereinafter provided.

Article I.

*Definition of terms.*

A. "Bureau of Parking" means that agency of the City of Chicago, having management and control of the establishment, operation and maintenance of parking facilities.

B. "Commissioner" means the Commissioner of Streets and Sanitation of the City of Chicago, or any other official designated by the City Council to have administrative supervision over the Bureau of Parking.

C. "Operator" means any natural person, partnership, corporation, company or other legal entity who or which owns, controls, manages and directs the business of parking motor vehicles on public off-street parking lots, or in public off-street parking garages, or in other public off-street parking facilities.

Article II.

*Assignment or transfer.*

The Operator shall not assign or transfer this Agreement nor any of the rights or privileges granted hereby, nor enter into any contract requiring or permitting the doing of any act hereunder by an independent contractor, unless otherwise expressly provided herein, without prior written approval signed by the Commissioner. If the Operator is a partnership or corporation or legal entity other than a natural person, and control of said entity changes at any time during the term hereof, the City may, at its option, deem and declare such change as a breach of this agreement and take immediate possession of said premises and facility first hereinabove described. It is understood and agreed by and between the City and the Operator that nothing contained in this Agreement is intended or shall be construed as in any way creating or establishing the relationship of co-partners or joint venturers between the parties hereto.

Article III.

*Present condition of premises.*

The Operator has examined the premises, facilities and appurtenances first hereinabove described, prior to and as a condition precedent to his acceptance and the execution of this Agreement, and is satisfied with the physical condition of said premises, and his taking possession shall constitute conclusive evidence of his receipt thereof in safe and sanitary condition, and in good order and repair, unless otherwise specified herein. The Operator agrees and admits that no representations as to condition or repair have been made by the City or its officers, employees or agents, which are not herein expressed or endorsed hereon, and that no promises to decorate, alter, repair or improve said premises, before, at or after the execution of this Agreement by the parties, not expressly contained herein, have been made by the City or its officers, employees or agents.

### Article IV.

*Future condition of premises.*

The Operator shall keep the premises, facility and appurtenances first hereinabove described in a safe, sanitary and sightly condition, and in good repair, and shall yield the same back to the City upon the termination of this Agreement in such condition and repair, ordinary wear and tear excepted. If said premises and facility shall not be so kept by the Operator, the City may enter the premises (without such entry constituting a termination of the privileges herein granted or an interference with the possession of or construction or other eviction from said premises and facility) and do all things necessary to restore said premises and facility to the condition herein required.

### Article V.

*Signs and advertising.*

The Operator shall not permit or place, post or cause to be placed or posted any sign, billboard, poster, advertising material or similar devices in view of the general public on, in or about the premises and facility without prior written approval signed by the Commissioner. Any such sign, billboard, poster, advertising material or similar devices not authorized by him may be removed by the City and all cost and expense resulting therefrom shall be charged to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses in addition to the rent and charges otherwise reserved in this Agreement. The City hereby reserves the right to erect and maintain such signs or billboards on the premises and facility, from time to time, as the Commissioner may deem advisable.

### Article VI.

*Alterations and additions.*

The Operator shall make no alterations or additions to the premises and facility first hereinabove described without the prior consent of the City as evidenced by approval in writing signed by the Commissioner. All alterations and additions shall remain as part of said premises and facility unless the City shall otherwise elect, as evidenced by prior approval in writing signed by the Commissioner. Said alterations and additions shall include, but are not limited to, locks, bolts and all fixtures.

### Article VII.

*Maintenance by Operator.*

The Operator agrees to maintain the premises and facility, advancing funds therefor, reimbursement being subject to all provisions of this Agreement, from day to day in good condition and repair and agrees to do all things necessary toward that end, particularly, but not limited to, the following:

A. Maintain all wheel stops and blocks.

B. Maintain and care for all planting.

C. Maintain all washrooms, toilets and rest rooms according to acceptable health standards.

D. Maintain the premises and facility in a clean, presentable condition, prevent accumulations of dirt, paper or trash of any kind upon the premises and facility.

E. Remove snow, ice and other obstructions from adjacent driveways and sidewalks. Said snow, ice and like debris to be removed shall not be placed upon the public ways or any portion thereof.

F. Make minor necessary repairs to plumbing, lighting and heating equipment. It is agreed by and between the parties that the Commissioner in his sole judgment shall determine whether a repair is minor or otherwise.

G. Advance payment for all utility services, including gas, heat, water and electricity, reimbursement being subject to all provisions of this Agreement.

Should the Operator fail to comply with any of the obligations listed above, the City may, after five (5) days notice to comply, in the event of noncompliance, enter upon said premises and take all steps necessary to insure compliance with the above obligations, in addition to other remedies set forth herein, charging the cost and expense of such entry and procedure to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses.

### Article VIII.

*Maintenance by City.*

The City agrees to maintain and pay for the following items of maintenance and equipment:

A. Maintain said facility in structural repair.

B. Make necessary major repairs to plumbing, lighting and heating.

C. Remove snow and ice, except from sidewalks and driveways.

D. Supply and maintain cash register.

E. Supply all parking tickets and other forms.

F. Supply and maintain pavement markings.

G. Supply electric light bulbs and replace said bulbs and fuses when necessary.

H. Maintain and replace all gates and barricades.

I. Maintain and keep in good working order the hoists, hoist equipment, lifts and elevators.

J. Maintain and keep in good working order all neon directional, informational, and advertising signs located in the interior or on the exterior of the facility.

### Article IX.

*Compliance with law; Liens.*

The Operator agrees to operate such facility as first hereinabove described in compliance at all times with this Agreement and all laws, statutes, ordinances and rules and regulations which are now in effect or which may be hereafter adopted, particularly, but not limited to, all rules and regulations of the Bureau of Parking, Department of Streets and Sanitation. The Operator agrees to keep premises, facility and appurtenances first hereinabove described free and clear of any and all liens in any way arising out of the Operator's use and maintenance thereof.

### Article X.

*Operation of Facility.*

The Operator agrees to operate the facility subject to all provisions of this Agreement for the convenience of the public during the terms hereof and shall use and occupy the above premises solely for off-street parking of motor vehicles. The Operator shall use his best efforts to secure, maintain and develop the parking business conducted by him under the terms of this Agreement and to increase the same whenever and wherever possible, and shall refrain from and prevent the diversion of any such parking business from the facility whenever possible.

### Article XI.

*Hours of operation.*

The Operator agrees to operate the facility twenty-four (24) hours a day seven (7) days a week, holidays included. The hours of operation may be changed from time to time by the Commissioner, when authorized and directed to do so by the City Council of the City of Chicago. Such change shall take effect within forty-eight (48) hours, Sundays and holidays excluded, after written notice thereof is received by the Operator.

### Article XII.

*Vehicle parking.*

At no time shall the Operator remove or permit or cause to be removed from the premises and facility any vehicle placed thereon for parking purposes without the express consent of the owner or operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator enter or drive, or permit or cause to be entered or driven, any vehicle which has been placed upon the premises for the purpose of self-parking, without the express consent of the owner or operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator accept or cause to be accepted for parking any commercial vehicles, except with the prior written approval signed by the Commissioner. At no time shall the Operator permit or cause to be permitted the parking of any vehicle whatsoever on or in the premises and facility free of charge.

### Article XIII.

*Operator's employees.*

A. The Operator hereby agrees to select, employ and pay such personnel as may be required in the operation of the facility first hereinabove mentioned, unless otherwise specifically provided for in this Agreement. The Operator agrees further that in performing the covenants, promises and conditions under this Agreement, he shall not discriminate against any worker, employee or applicant, nor against any member of the public, on account of race, creed, color or national origin, nor otherwise commit an unfair employment practice.

B. The Operator agrees further to do or cause to be done the following:

1. To supervise, direct and manage the activities of his employees in such manner as to provide prompt, safe, efficient and courteous services as will be adequate to meet all reasonable demands for parking services on the premises and facility, and to provide a sufficient number of said employees as to enable such services to be provided at all times of the operation of said facility.
2. To cause and require all employees serving as attendants on the premises and facility to wear uniforms, caps and badges to be supplied by and at the expense of the Operator and to require said employees at all times to present a neat and clean appearance. The color and design of said uniforms, caps and badges shall be first approved in writing signed by the Commissioner.

### Article XIV.

*Insurance.*

A. The City, at the time or prior to the execution of this Agreement, agrees to furnish all the insurance required under this Agreement and this Article, to be paid from the revenues resulting from the operation of the facility first hereinabove described. All policies of insurance shall name the beneficiary as indicated below and shall be delivered to and held by the City Comptroller. Said insurance shall be placed only with such insurance companies as are approved from time to time by the City Comptroller.

B. Each such insurance policy as set forth in this Article shall contain a provision to the effect that said insurance cannot be cancelled unless the City Comptroller has been notified not less than thirty (30) days prior to the intended cancellation date.

C. In the event that any additional premiums or audits shall be required, the same shall be paid by the City of Chicago from the revenues resulting from the operation of said facility; any return premiums or audits shall be paid to the City of Chicago, for deposit into an appropriate revenue fund.

D. The insurance to be provided as set forth in this Article shall include the following coverages to be maintained during the life of this Agreement:

1. Workmen's Compensation and Occupational Disease Insurance in the names of the City and Operator as insured parties, covering all employees engaged in any work pursuant to this Agreement; liability coverage to be not less than $100,000.00.

2. Fire, Extended Coverage, Vandalism and Malicious Mischief, in the name of the City as the insured party, with not less than eighty (80) percent co-insurance on all buildings included in said facility; liability coverage to be not less than $1,900,000.00.

3. Fire, Extended Coverage, Vandalism and Malicious Mischief covering the contents in all buildings of said facility, in the names of the City and Operator as insured parties, with not less than ninety (90) per cent co-insurance on contents in all buildings of said facility; liability coverage to be not less than $5,000.00. (This coverage shall be applicable only in the event said contents are valued at $2,500.00 or more).

4. Fire, Extended Coverage and Malicious Mischief for business interruption, in the names of the City and Operator as insured parties, contemplating fifty (50) percent of gross earnings, as determined from previous earnings of said facility; liability coverage to be not less than $280,000.00.

5. Garage Keeper's Legal Liability, Fire and Explosion, Theft of Automobile, and Combined Coverage, in the names of the City and Operator as insured parties, to include riot, civil commotion, vandalism and malicious mischief with a $25.00 deductible provision, and a $100.00 deductible provision for collision and upset.

6. Plate glass coverage, in the names of the City and Operator as insured parties, fully covering all plate glass of the facility.

7. Commercial Blanket Fidelity Bond, in the name of the Operator as the insured party, covering all employees; liability coverage to be not less than $25,000.00.

8. Broad Form Money and Securities Insurance in the name of the Operator as the insured party, covering interior and exterior locations, if necessary, liability coverage to be not less than $3,000.00.

9. Comprehensive Public Liability and Property Damage Insurance, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries from any one accident; and $50,000.00 for property damage resulting from any one accident.

10. Owner's or Landlord's Protective Policy, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,-

000.00 for injuries resulting from any one accident; and $50,000.00 for property damage resulting from any one accident.

11. Elevator Liability, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries resulting from any one accident and; $50,000.00 for property damage resulting from any one accident.

### Article XV.

*Destruction of facilities.*

A. In the event the premises and facility or a part thereof shall become damaged or destroyed by fire, explosion, or other casualty, and if the Commissioner determines in his sole judgment that said damages can be repaired within a reasonable time upon notification thereof, the Operator agrees to submit plans and specifications for approval by the Commissioner, which are necessary to restore the premises and facility to the condition which existed prior to said damage, and agrees to make all repairs according to said plans and specifications after approval by the Commissioner. Failure of the Operator to submit said plans and specifications to the Commissioner within ten (10) days after the casualty above described, or failure to commence said restoration work within five (5) days after the Operator has received the plans and specifications as approved by the Commissioner, or failure to complete such restoration work within a reasonable time, will constitute an abandonment by the Operator.

B. The cost of such repairs and restoration described in this Article shall be paid from the funds received by the City and Operator under insurance policies to the extent said costs are thereunder covered. Should any balance of costs remain which are not covered by said insurance policies, fifty (50) percent of said balance shall be paid by the City and fifty (50) percent shall be paid by the Operator.

C. Notwithstanding the foregoing provisions, in the event of a casualty described in Paragraph A of this Article, the Commissioner may elect, in his sole judgment, to consider said premises and facility beyond repair and refuse to permit the repair, reconstruction or restoration of said premises and facility, and upon written notice of said election from the Commissioner to the Operator within thirty (30) days from the date of said casualty, the obligation of the Operator to pay such rent and charges as are hereinafter reserved to the City shall cease and this Agreement shall thereupon terminate; provided, however, that all rents and charges theretofore accrued shall remain due and payable by the Operator forthwith.

### Article XVI.

*Indemnification.*

The Operator shall assume all risks incident to or in connection with his business to be conducted hereunder and shall be solely responsible for all accidents or injuries of whatsoever kind or nature as may be sustained by any persons or property and the Operator shall indemnify, defend and save harmless the City, its officers, agents and employees from any and all claims, suits, losses or damages arising from said accidents or injuries of whatsoever kind or nature, arising directly or indirectly out of the operation of said business, or resulting from the carelessness, negligence or improper conduct of the City, Operator or any of their officers, agents or employees. Said Operator shall also indemnify, defend and save harmless the City, its officers, agents and employees from any penalties for violation of any law, statute, ordinance or regulation affecting its operations.

### Article XVII.

*Operator's Performance Bond.*

The Operator shall deliver to the City at the time of or prior to the execution of this Agreement an approved Government Bond payable to bearer or the City of Chicago or, in lieu thereof, a Performance Bond approved by the City Comptroller and the Corporation Counsel in the amount of $40,000.00. Said bond shall be conditioned upon the full and faithful performance by the Operator of each and every covenant, promise, term, condition, undertaking and agreement set forth in this Agreement.

### Article XVIII.

*Parking fees and charges.*

The Operator hereby agrees to charge for parking vehicles on the premises and facility first hereinabove described the following fees, rates and charges, during the term of this Agreement:

A. *Transient.*

| | |
|---|---|
| 1 hour or less | $0.75 |
| 2 hours | 1.00 |
| Each hour thereafter | 0.25 |
| 12 hour maximum | 1.50 |
| 15 hour maximum | 1.75 |
| 18 hour maximum | 2.00 |
| 21 hour maximum | 2.25 |
| 24 hour maximum | 2.50 |

B. *Monthly.*

| | |
|---|---|
| For each one-month period, once in and once out. Self parking | $25.00 |
| For each one-month period, once in and once out. Attendant parking | $35.00 |

C. It is understood and agreed that parking fees, rates and charges may be changed by the Commissioner when authorized and directed to do so by the City Council of the City of Chicago and the Operator agrees to make such changes when directed to do so by the Commissioner. Fees, rates and charges shall be put into effect within forty-eight (48) hours after written notification thereof has been given to the Operator by the Commissioner and shall remain in effect until changed by the Commissioner as herein provided.

### Article XIX.

*License fees, taxes and charges; budget; and compensation.*

A. *Definitions.*

1. "Basic gross revenue level," is that the revenue income anticipated to be received by Facility No. 6 during the period of this Agreement, and shall be established by considering a selected series of consecutive prior years which, in the judgment of the Commissioner, best represents that average level of yearly gross revenue received by said Facility, together with any current increase in parking fees authorized by the City Council.

2. "Actual gross revenue level," is the actual dollar amount of gross revenue received by the Facility from parking fees during the period of this Agreement, as shall be determined by an examination of all books and records pertaining to such actual revenues, received, said examination to be conducted by the City after the termination of this Agreement.

3. "Basic or minimum fee," is that amount of compensation which, in the judgment of the Commissioner, represents a reasonable base payment for management services to be rendered by the Operator during the term of this Agreement as compensation for achieving the "basic gross revenue level" during the period of this Agreement.

4. "Additional or incremental fee" is that compensation over and above the "basic or minimum

fee" payable to the Operator as determined by certain percentages of "blocks" of $25,000 by which the "actual gross revenue" of the Facility exceeds the "basic gross revenue" received by the Facility during the period of this Agreement, as set forth in Exhibit "A", attached hereto and made a part hereof.

B. *License fees, taxes and charges.*

The Operator shall advance all license fees, taxes and charges assessed under local ordinances and State and Federal statutes to the extent that they are applicable to the operation of the Facility. The Operator shall also secure armored car service for the daily collection of revenue from the Facility and advance payment for such services, the selection of the armored car service to be approved in writing by the Commissioner prior to the use thereof by the Operator.

C. *Budget.*

All expenses incurred or to be incurred by the Operator in anticipation of the advancement of funds under this Agreement shall be set forth in a budget for approval by the Commissioner, on a form prescribed by the Commissioner, which shall include, but shall not be limited to, license fees, taxes, charges, employee payrolls and like expenses. The budget herein provided for shall be submitted no later than thirty (30) days following the execution of this Agreement and shall be supplemented from time to time so as to reflect such changes or additions as may become necessary or as requested by the Commissioner. The Operator shall submit such detailed supporting data as the Commissioner may request. Each expense item for which reimbursement is being claimed shall be designated as a reimbursable item on said budget. No expense item shall be reimbursed to the Operator unless approved by the Commissioner and the Independent Engineer.

D. *Compensation to Operator.*

For full and faithful performance of the provisions contained in this Agreement, the Operator of Facility No. 6 shall be paid for the period of this Agreement, as follows:

(1) A basic or minimum fee of $20,000.00, being 4 percent of the basic gross revenue level of said Facility which is hereby set at $500,000.00.

(2) Additional or incremental fees shall be paid on successive "blocks" of gross revenue of $25,000.00 over and above the basic gross revenue level as set forth in Exhibit "A" attached hereto and made a part hereof.

(3) The combined total fees as reflected in the following Exhibit "A" attached hereto and made a part hereof, embodies the intent and purpose of paragraphs (1) and (2) of this section D.

[Exhibit "A" printed on page 7453 of this Journal]

E. *Settlement and reimbursement.*

The Operator's total fee and expense reimbursement shall be computed, finalized and settled for the entire period of this Agreement, specifically on the basis of actual results of the operation of the Facility for the period covered by this Agreement, as determined by an examination of the books and records of the Operator by the City after the termination of said period: provided, however, that the City shall make monthly payments of fees reimbursable expenses, with quarterly adjustments, which shall substantially cover the Operator's earned fees and actual reimbursable expenses for each month under the following procedure:

(1) It is estimated that the Operator's yearly management fee for Facility No. 6 will be approximately $36,000.00 and that the Operator's annual reimbursable expense will be approximately $177,000.00 making the total annual payment to the Operator to be approximately $213,000.00. The Operator shall receive a monthly reimbursement on one-twelfth of the total approximate yearly payment, or $17,750.00 on the tenth day of the following month for the first eleven months of the Agreement. The final settlement payment shall constitute the twelfth payment.

(2) At the end of each of the first three quarters of the period of this Agreement, the Operator shall submit to the City quarterly expense statements reflecting actual expenses incurred within each said quarter by the Operator for said facility. At the end of each quarter the Commissioner shall review actual management fees earned and expenses incurred and if, in his sole judgment, the estimated monthly reimbursement does not correctly reflect actual operations, he may appropriately adjust the monthly reimbursement to reflect actual operating conditions.

(3) At the end of the fourth quarter of the period of this Agreement, the Operator shall submit to the City the fourth quarterly reimbursable expense statement reflecting actual expenses incurred within said quarter. This quarterly statement, when combined with the three previously submitted quarterly statements, shall be used as the basis for computing the final settlement, subject to the aforementioned audit. Such audit shall be completed within 90 days after the expiration of this Agreement and final settlement shall be made within 120 days after the expiration of this Agreement.

F. In the event that parking rates for Facility No. 6 are increased and are to take effect at any time during the period of this Agreement, this Article XIX shall be subject to review, adjustment and renegotiation by and between the City and the Operator with respect to compensation, and supplemental agreement by and between said parties shall be drawn for the approval of the City Council and execution by the parties.

### Article XX.

*Collection of fees and charges.*

All parking fees and charges made and collected by the Operator and his employees under the terms of this Agreement shall be deposited daily with the armored car service referred to in Article XIX. B. hereof and said armored car service shall deposit said fees and charges for credit to such appropriate revenue account as shall be designated by the Commissioner, said procedure set forth in further detail in the Rules and Regulations promulgated by the Bureau of Parking. All such parking fees and charges shall be made pursuant to parking tickets supplied by the City, which shall be time stamped by the Operator and his employees in accordance with the Rules and Regulations hereinabove referred to, with the exception of monthly charges, otherwise provided for therein.

### Article XXI.

*Operator's records.*

The Operator shall keep accurate records, books and accounts in conformity with a system approved by the Commissioner and agrees to permit authorized personnel of the City to examine said records, books and accounts at any reasonable time as a matter of right.

(Continued on page 7454)

OPERATOR LaSalle-Randolph Garage Corporation FACILITY NO. 6

SCHEDULE OF PAYMENTS TO OPERATOR FOR FEES BASED
ON A "NORMAL" (OR BASIC) YEARLY GROSS REVENUE LEVEL OF $ 500,000.

| (1) | (2) | (3) | (4) | (5) | (6) | (7) |
|---|---|---|---|---|---|---|
| IF GROSS REVENUE IS | | | THE OPERATOR'S FEE WILL BE | | | |
| | | | | ON AMOUNT IN COL. 2 | | |
| A STATED AMOUNT OF | PLUS AN AMOUNT OVER COL. 1 OF | OR GRAND TOTAL GROSS REVENUE OF | ON AMOUNT IN COL. 1 | RATE | AMOUNT | OR TOTAL FEE ON AMOUNT IN COL. 3 OF |
| GENERAL SCHEDULE OF FEES STATED ACCORDING TO CONTRACT AND ON A YEARLY BASIS | | | | | | |
| $ 500,000. | $ - | $ 500,000. | $ - | - | - | $ 20,000. |
| 500,000. | 25,000. | 525,000. | 20,000. | 2% | $ 500. | 20,500. |
| 525,000. | 25,000. | 550,000. | 20,500. | 3% | 750. | 21,250. |
| 550,000. | 25,000. | 575,000. | 21,250. | 4% | 1,000. | 22,250. |
| 575,000. | 25,000. | 600,000. | 22,250. | 5% | 1,250. | 23,500. |
| | All revenue over $600,000. will also carry a 5% fee. | | | | | |
| SCHEDULE OF FEES STATED ACCORDING TO CONTRACT AND ON YEARLY BASIS (AS ABOVE) BUT SHOWING GROSS REVENUES, BEGINNING WITH A MINIMUM YEARLY AMOUNT OF $ 500,000. , IN INCREASING STEPS OF $10,000 (OR LESS) | | | | | | |
| $ 500,000. | - | $ 500,000. | - | - | - | $ 20,000. |
| 500,000. | $ 10,000. | 510,000. | $ 20,000. | 2% | $ 200. | 20,200. |
| 510,000. | 10,000. | 520,000. | 20,200. | 2% | 200. | 20,400. |
| 520,000. | 5,000. | 525,000. | 20,400. | 2% | 100. | 20,500. |
| 525,000. | 10,000. | 535,000. | 20,500. | 3% | 300. | 20,800. |
| 535,000. | 10,000. | 545,000. | 20,800. | 3% | 300. | 21,100. |
| 545,000. | 5,000. | 550,000. | 21,100. | 3% | 150. | 21,250. |
| 550,000. | 10,000. | 560,000. | 21,250. | 4% | 400. | 21,650. |
| 560,000. | 10,000. | 570,000. | 21,650. | 4% | 400. | 22,050. |
| 570,000. | 5,000. | 575,000. | 22,050. | 4% | 200. | 22,250. |
| 575,000. | 10,000. | 585,000. | 22,250. | 5% | 500. | 22,750. |
| 585,000. | 10,000. | 595,000. | 22,750. | 5% | 500. | 23,250. |
| 595,000. | 5,000. | 600,000. | 23,250. | 5% | 250. | 23,500. |

OPERATOR'S BASIC FEE ON BASIC GROSS REVENUE LEVEL OF $ 500,000. : $ 20,000.

OPERATOR'S TOTAL FEES IF ACTUAL GROSS REVENUE UNDER
BASIC GROSS REVENUE LEVEL OF $ 500,000. : 4 % OF ACTUAL GROSS REVENUE

(Continued from page 7452)

### Article XXII.

*Vacation and abandonment of premises.*

A. If the Operator shall vacate, desert or abandon the premises and facility, or shall permit the same to remain vacated, deserted or abandoned for a period of ten (10) days, or if the Operator shall breach any covenant, promise or condition set forth in this Agreement, or if the Operator shall default in the payment of any rent or charges payable by him under this Agreement, or if the Operator shall sell, assign, or mortgage this Agreement or any provision hereof, or if the Operator shall be in default with respect to his performance of any covenants, promises or conditions contained in this Agreement, or if the Operator shall fail to comply with any of the statutes, ordinances, rules, orders, regulations or requirements of the Federal, State and City government, or any and all of their departments and bureaus applicable or pertinent to said premises and facility, or in the event of the death or incapacity of the Operator, then the Operator's right to possession of the premises and facility thereupon shall cease and terminate, with or without any notice or demand whatsoever if the City so elects but not otherwise. In such event or events hereinabove set forth, whether this Agreement shall be terminated or not, the Operator agrees to surrender to the City possession of the premises and facility immediately without notice to quit or demand for possession of the premises and facility whatsoever, and the Operator hereby grants to the City full and free license to enter into and upon said premises and facility, or any part thereof, to take possession thereof and expel and remove the Operator or any other person who may be occupying the premises and facility or any part thereof, without resort to courts for an order sanctioning such action, and the City may use force in expelling and removing the Operator and such other person as may be reasonably necessary to accomplish said purpose. It is agreed by the Operator that said entry of the premises and facility by the City shall not constitute a trespass or forcible entry or detainer, nor shall it cause forfeiture of charges due by virtue of the provisions of this Agreement, nor a waiver of any covenant agreement or promise in this Agreement to be performed by the Operator.

B. The Operator hereby waives all notice of any election made by the City under this Agreement, demand for revenues or other charges reserved under this Agreement, notice to quit, demand for possession, and any and all notices and demands whatsoever, of every kind and nature, which may or shall be required by any statute of this State relating to forcible entry and detainer, or to landlord and tenant, or any other statute, or under the common law, during the term of this Agreement. The acceptance of any rents or charges reserved by the City under this Agreement, whether in a single instance or repeatedly, after they shall fall due, or after knowledge of any breach hereof by the Operator, or giving or making of any notice or demand, whether according to any statutory provisions or not, or any act or series of acts, except an express written waiver, shall not be construed as a waiver of the City's right to act without notice or demand or any other right hereby given the City, or as an election not to proceed under the provisions of this Agreement.

D. If the Operator shall file a petition in bankruptcy or shall be involuntarily placed in bankruptcy, or shall be adjudicated a bankrupt, or shall make an assignment for the benefit of creditors, or shall take advantage of any provisions in any statute or ordinance for the advantage of insolvent persons, the City may elect to terminate this Agreement and the term hereof and take immediate possession of the premises, facility and appurtenances without notice.

E. In the event the City elects to terminate this Agreement because of a violation of any provisions of this Article, upon such termination the Operator shall compensate the City for any loss in revenue as may be sustained by reason of such termination and provision for such compensation shall be made a condition of the Performance Bond referred to in Article XVII of this Agreement.

F. It is further agreed by and between the parties that the rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

### Article XXIII.

*Costs, expenses and attorney's fees.*

The Operator agrees to pay and discharge all costs, expenses and attorney's fees which shall be incurred and expended by the City in enforcing the covenants, promises and conditions of this Agreement, whether by the institution of litigation or in taking of advice of counsel, or otherwise.

### Article XXIV.

*Notices.*

Notices to the City provided under this Agreement may be sent by registered mail, postage prepaid, addressed to the Commissioner of Streets and Sanitation, Room 707, City Hall, Chicago, Illinois, 60602, and notices to the Operator provided for in this Agreement may be sent by registered mail, postage prepaid, addressed to the Operator at: LaSalle-Randolph Garage Corporation, 221 North LaSalle Street, Chicago, Illinois, or in either case to such other respective parties and addresses as the parties hereto may designate in writing from time to time. Such notices shall be deemed to have been given when deposited in any United States Post Office.

### Article XXV.

*Construction of Agreement.*

It is agreed by and between the parties hereto that all general provisions, terms, phrases and expressions shall be subject to rules of construction as will fully implement the true intent and meaning of the parties to this Agreement, including but not limited to, the following:

A. Words importing the singular number may extend and be applied to several persons or things, and words importing the plural number may include the singular.

B. Words importing the masculine gender may be applied to the feminine gender and to impersonal legal entities.

C. The word "month" means a calendar month, and the word "year" means a calendar year, unless otherwise expressed.

### Article XXVI.

*City Council approval.*

This Agreement was authorized by the City Council of the City of Chicago, on the ............ day of ............ A.D., 19.... Council Journal page ............

In Witness Whereof, the parties hereto have caused this Agreement to be executed under their respective seals on the day and year first above written.

City of Chicago, a municipal corporation.
By: ........................................
Commissioner of Streets and Sanitation
By: ........................................
City Comptroller

Operator:
By: ..........................................
Title
By: ..........................................
Attest Title
(Corporate seal)'
Approved:
..........................................
Independent Engineer

Approved as to form and legality, except as to property description and execution:
..........................................
Assistant Corporation Counsel

Acknowledgment by Principal if a Corporation

State of Illinois }
} ss
County of Cook }

I, .........................................................., a Notary Public in and for said County in the State aforesaid, Do Hereby Certify That ..................................,
(President)
personally known to me to be President and ........ .................................., personally known to me to be
(Secretary)
Secretary of ..............................................., appeared
(Name of Corporation)
before me this day in person and acknowledged that they signed, sealed and delivered the foregoing instrument as their free and voluntary act, and as the free and voluntary act of the said..............................
(Name of Corporation)
for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this ........... day of ......................., 19.......

..........................................
Notary Public

SECTION 2. This ordinance shall be effective from and after the date of its passage.

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### Execution of Parking Facility Operator's Lease Agreement Authorized for Parking Facility No. 7.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on December 30, 1969, page 7340, recommending that the City Council pass a proposed ordinance transmitted with the committee's report [Proposed ordinance printed in Committee Pamphlet No. 19], to authorize execution of Parking Facility Operator's Lease Agreement for Parking Facility No. 7 for Year 1970.

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Singer, Fifielski, Kerwin, Wigoda, Sperling—39.

*Nays*—Aldermen Despres, Simon, Scholl, McCutcheon, Hoellen, O'Rourke—6.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Streets and Sanitation is hereby authorized and directed to execute on behalf of the City of Chicago, the City Comptroller to countersign, and the City Clerk to attest, upon approval of the Corporation Counsel as to form and legality, a Parking Facility Operator's Agreement between the City of Chicago and Sam D. Kaplan Auto Parks for Chicago Parking Facility No. 7 at No. 1130 W. Lawrence Avenue. Said agreement is attached to this ordinance and made a part hereof, the same as if incorporated herein.

CITY OF CHICAGO
PARKING FACILITY
OPERATOR'S AGREEMENT

This Agreement, made this ........................ day of ..........................., A.D. 19...., between the City of Chicago, a municipal corporation of the State of Illinois (sometimes hereinafter referred to as "City"), and Sam D. Kaplan d/b/a, Sam D. Kaplan Auto Parks (sometimes hereinafter referred to as "Operator").

This Agreement Witnesseth:

That for and in consideration of the mutual promises, covenants, terms and conditions, both general and special, as hereinafter set forth, the City hereby grants to the Operator the privileges hereinafter described and the Operator agrees to assume the duties, responsibilities, and obligations as hereinafter set forth, with respect to the premises and parking facility described as follows:

1130 West Lawrence Avenue, Chicago, Illinois, known as City of Chicago Parking Facility No. 7.

This City of Chicago Parking Facility Operator's Agreement constitutes the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences shall be implied or impressed upon such Agreement that are not herein set forth.

The term of this Agreement shall be for the period of one (1) year beginning on the 1st day of January, 1970, and ending on the 31st day of December, 1970, unless said terms shall be sooner terminated as hereinafter provided.

#### Article I.

*Definition of terms.*

A. "Bureau of Parking" means that agency of the City of Chicago, having management and control of the establishment, operation and maintenance of parking facilities.

B. "Commissioner" means the Commissioner of Streets and Sanitation of the City of Chicago, or any other official designated by the City Council to have administrative supervision over the Bureau of Parking.

C. "Operator" means any natural person, partnership, corporation, company or other legal entity who or which owns, controls, manages and directs the business of parking motor vehicles on public off-street parking lots, or in public off-street parking garages, or in other public off-street parking facilities.

#### Article II.

*Assignment or transfer.*

The Operator shall not assign or transfer this Agreement nor any of the rights or privileges granted hereby, nor enter into any contract requiring or permitting the doing of any act hereunder by an independent contractor, unless otherwise expressly provided herein, without prior written approval signed by the Commissioner. If the Operator is a partnership or corporation or legal entity other than a natural person, and control of said entity changes at any time during the term hereof, the City may, at its option, deem and declare such change as a breach of this Agreement and take immediate possession of said premises and facility first hereinabove described. It is understood and agreed by and between the City and the Operator that nothing contained in this Agreement is intended or shall be construed as in any way creating or establishing the relationship of co-partners or joint venturers between the parties hereto.

### Article III.

*Present condition of premises.*

The Operator has examined the premises, facilities and appurtenances first hereinabove described, prior to and as a condition precedent to his acceptance and the execution of this Agreement, and is satisfied with the physical condition of said premises, and his taking possession shall constitute conclusive evidence of his receipt thereof in safe and sanitary condition, and in good order and repair, unless otherwise specified herein. The Operator agrees and admits that no representations as to condition or repair have been made by the City or its officers, employees or agents, which are not herein expressed or endorsed hereon, and that no promises to decorate, alter, repair or improve said premises, before, at or after the execution of this Agreement by the parties, not expressly contained herein, have been made by the City or its officers, employees or agents.

### Article IV.

*Future condition of premises.*

The Operator shall keep the premises, facility and appurtenances first hereinabove described in a safe, sanitary and sightly condition, and in good repair, and shall yield the same back to the City upon the termination of this Agreement in such condition and repair, ordinary wear and tear excepted. If said premises and facility shall not be so kept by the Operator, the City may enter the premises (without such entry constituting a termination of the privileges herein granted or an interference with the possession of or constructive or other eviction from said premises and facility) and do all things necessary to restore said premises and facility to the condition herein required.

### Article V.

*Signs and advertising.*

The Operator shall not permit or place, post or cause to be placed or posted any sign, billboard, poster, advertising material or similar devices in view of the general public on, in or about the premises and facility without prior written approval signed by the Commissioner. Any such sign, billboard, poster, advertising material or similar devices not authorized by him may be removed by the City and all cost and expense resulting therefrom shall be charged to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses in addition to the rent and charges otherwise reserved in this Agreement. The City hereby reserves the right to erect and maintain such signs or billboards on the premises and facility, from time to time, as the Commissioner may deem advisable.

### Article VI.

*Alterations and additions.*

The Operator shall make no alterations or additions to the premises and facility first hereinabove described without the prior consent of the City as evidenced by approval in writing signed by the Commissioner. All alterations and additions shall remain as part of said premises and facility unless the City shall otherwise elect, as evidenced by prior approval in writing signed by the Commissioner. Said alterations and additions shall include, but are not limited to, locks, bolts and all fixtures.

### Article VII.

*Maintenance by Operator.*

The Operator agrees to maintain the premises and facility, advancing funds therefor, reimbursement being subject to all provisions of this Agreement, from day to day in good condition and repair and agrees to do all things necessary toward that end, particularly, but not limited to, the following:

A. Maintain all wheel stops and blocks.
B. Maintain and care for all planting.
C. Maintain all washrooms, toilets and rest rooms according to acceptable health standards.
D. Maintain the premises and facility in a clean, presentable condition, prevent accumulations of dirt, paper or trash of any kind upon the premises and facility.
E. Remove snow, ice and other obstructions from adjacent driveways and sidewalks. Said snow, ice and like debris to be removed shall not be placed upon the public ways or any portion thereof.
F. Make minor necessary repairs to plumbing, lighting and heating equipment. It is agreed by and between the parties that the Commissioner in his sole judgment shall determine whether a repair is minor or otherwise.
G. Advance payment for all utility services, including gas, heat, water and electricity, reimbursement being subject to all provisions of this Agreement.

Should the Operator fail to comply with any of the obligations listed above, the City may, after five (5) days notice to comply, in the event of non-compliance, enter upon said premises and take all steps necessary to insure compliance with the above obligations, in addition to other remedies set forth herein, charging the cost and expense of such entry and procedure to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses.

### Article VIII.

*Maintenance by City.*

The City agrees to maintain and pay for the following items of maintenance and equipment:

A. Maintain said facility in structural repair.
B. Make necessary major repairs to plumbing, lighting and heating.
C. Remove snow and ice, except from sidewalks and driveways.
D. Supply and maintain cash register.
E. Supply all parking tickets and other forms.
F. Supply and maintain pavement markings.
G. Supply electric light bulbs and replace said bulbs and fuses when necessary.
H. Maintain and replace all gates and barricades.
I. Maintain and keep in good working order hoists, hoist equipment, lifts and elevators.
J. Maintain and keep in good working order all neon directional informational, and advertising signs located in the interior or on the exterior of the facility.

### Article IX.

*Compliance with law; Liens.*

The Operator agrees to operate such facility as first hereinabove described in compliance at all times with this Agreement and all laws, statutes, ordinances and rules and regulations which are now in effect or which may be hereafter adopted, particularly, but not limited to, all rules and regulations of the Bureau of Parking, Department of Streets and Sanitation. The Operator agrees to keep premises, facility and appurtenances first hereinabove described free and clear of any and all liens in any way arising out of the Operator's use and maintenance thereof.

### Article X.

*Operation of facility.*

The Operator agrees to operate the facility subject to all provisions of this Agreement for the convenience of the public during the terms hereof and shall use and occupy the above premises solely for off-street parking of motor vehicles. The Operator shall use his best efforts to secure, maintain and develop the parking business conducted by him under the terms of this Agreement and to increase the same whenever and wherever possible, and shall refrain from and prevent the diversion of any such parking business from the facility whenever possible.

### Article XI.

*Hours of operation.*

The Operator agrees to operate the facility twenty-four (24) hours a day, seven (7) days a week, holidays included. The actual hours of operation will be determined by the Commissioner and may be changed from time to time at his sole discretion. Such change shall take effect within forty-eight (48) hours, Sundays and holidays excluded, after written notice thereof is received by the operator.

### Article XII.

*Vehicle parking.*

At no time shall the Operator remove or permit or cause to be removed from the premises and facility any vehicle placed thereon for parking purposes without the express consent of the owner or operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator enter or drive, or permit or cause to be entered or driven, any vehicle which has been placed upon the premises for the purpose of self-parking, without the express consent of the owner or operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator accept or cause to be accepted for parking any commercial vehicles, except with the prior written approval signed by the Commissioner. At no time shall the Operator permit or cause to be permitted the parking of any vehicle whatsoever on or in the premises and facility free of charge.

### Article XIII.

*Operator's employees.*

A. The Operator hereby agrees to select, employ and pay such personnel as may be required in the operation of the facility first hereinabove mentioned, unless otherwise spcifically provided for in this Agreement. The Operator agrees further that in performing the covenants, promises and conditions under this Agreement, he shall not discriminate against any worker, employee or applicant, nor against any member of the public, on account of race, creed, color or national origin, nor otherwise commit an unfair employment practice.

B. The Operator agrees further to do or cause to be done the following:

1. To supervise, direct and manage the activities of his employees in such manner as to provide prompt, safe, efficient and courteous services as will be adequate to meet all reasonable demands for parking services on the premises and facility, and to provide a sufficient number of said employees as to enable such services to be provided at all times of the operation of said facility.
2. To cause and require all employees serving as attendants on the premises and facility to wear uniforms, caps and badges to be supplied by and at the expense of the Operator and to require said employees at all times to present a neat and clean appearance. The color and design of said uniforms, caps and badges shall be first approved in writing signed by the Commissioner.

### Article XIV.

*Insurance.*

A. The City, at the time or prior to the execution of this Agreement, agrees to furnish all the insurance required under this Agreement and this Article, to be paid from the revenues resulting from the operation of the facility first hereinabove described. All policies of insurance shall name the beneficiary as indicated below and shall be delivered to and held by the City Comptroller. Said insurance shall be placed only with such insurance companies as are approved from time to time by the City Comptroller.

B. Each such insurance policy as set forth in this Article shall contain a provision to the effect that said insurance cannot be cancelled unless the City Comptroller has been notified not less than thirty (30) days prior to the intended cancellation date.

C. In the event that any additional premiums or audits shall be required, the same shall be paid by the City of Chicago from the revenues resulting from the operation of said facility; any return premiums or audits shall be paid to the City of Chicago, for deposit into an appropriate revenue fund.

D. The insurance to be provided as set forth in this Article shall include the following coverages to be maintained during the life of this Agreement:

1. Workmen's Compensation and Occupational Disease Insurance in the names of the City and Operator as insured parties, covering all employees engaged in any work pursuant to this Agreement; liability coverage to be not less than $100,000.00.

2. Fire, Extended Coverage, Vandalism and Malicious Mischief, in the name of the City as the insured party, with not less than eighty (80) percent co-insurance on all buildings included in said facility; liability coverage to be not less than $638,000.00.

3. Not applicable to this contract.

4. Fire, Extended Coverage and Malicious Mischief for business interruption, in the names of the City and Operator as insured parties, contemplating fifty (50) percent of the gross earnings, as determined from previous earnings of said facility; liability coverage to be not less than $34,000.00.

5. Garage Keeper's Legal Liability, Fire and Explosion, Theft of Automobile, and Combined Coverage, in the names of the City and Operator as insured parties, to include riot, civil commotion, vandalism and malicious mischief with a $25.00

deductible provision, and a $100.00 deductible provision for collision and upset.

6. Plate glass coverage, in the names of the City and Operator as insured parties, fully covering all plate glass of the facility.

7. Commercial Blanket Fidelity Bond, in the name of the Operator as the insured party, covering all employees; liability coverage to be not less than $25,000.00.

8. Broad Form Money and Securities Insurance in the name of the Operator as the insured party, covering interior and exterior locations, if necessary, liability coverage to be not less than $3,000.00.

9. Comprehensive Public Liability and Property Damage Insurance, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries from any one accident; and $50,000.00 for property damage resulting from any one accident.

10. Owner's or Landlord's Protective Policy, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries resulting from any one accident; and $50,000.00 for property damage resulting from any one accident.

11. Not applicable to this contract.

### Article XV.

*Destruction of facilities.*

A. In the event the premises and facility or a part thereof shall become damaged or destroyed by fire, explosion, or other casualty, and if the Commissioner determines in his sole judgment that said damages can be repaired within a reasonable time, upon notification thereof, the Operator agrees to submit plans and specifications for approval by the Commissioner, which are necessary to restore the premises and facility to the condition which existed prior to said damage, and agrees to make all repairs according to said plans and specifications after approval by the Commissioner. Failure of the Operator to submit said plans and specifications to the Commissioner within ten (10) days after the casualty above described, or failure to commence said restoration work within five (5) days after the Operator has received the plans and specifications as approved by the Commissioner, or failure to complete such restoration work within a reasonable time, will constitute an abandonment by the Operator.

B. The cost of such repairs and restoration described in this Article shall be paid from the funds received by the City and Operator under insurance policies to the extent said costs are thereunder covered. Should any balance of costs remain which are not covered by said insurance policies, fifty (50) percent of said balance shall be paid by the City and fifty (50) percent shall be paid by the Operator.

C. Notwithstanding the foregoing provisions, in the event of a casualty described in Paragraph A of this Article, the Commissioner may elect, in his sole judgment, to consider said premises and facility beyond repair and refuse to permit the repair, reconstruction or restoration of said premises and facility, and upon written notice of said election from the Commissioner to the Operator within thirty (30) days from the date of said casualty, the obligation of the Operator to pay such rent and charges as are hereinafter reserved to the City shall cease and this Agreement shall thereupon terminate; provided, however, that all rents and charges theretofore accrued shall remain due and payable by the Operator forthwith.

### Article XVI.

*Indemnification.*

The Operator shall assume all risks incident to or in connection with the business to be conducted hereunder and shall be solely responsible for all accidents or injuries of whatsoever kind or nature as may be sustained by any persons or property and the Operator shall indemnify, defend and save harmless the City, its officers, agents and employees from any and all claims, suits, losses or damages arising from said accidents or injuries of whatsoever kind or nature, arising directly or indirectly out of the operation of said business, or resulting from the carelessness, negligence or improper conduct of the City, Operator or any of their officers, agents or employees. Said Operator shall also indemnify, defend and save harmless the City, its officers, agents and employees from any penalties for violation of any law, statute, ordinance or regulation affecting its operations.

### Article XVII.

*Operator's Performance Bond.*

The Operator shall deliver to the City at the time of or prior to the execution of this Agreement an approved Government Bond payable to bearer or the City of Chicago or, in lieu thereof, a Performance Bond approved by the City Comptroller and the Corporation Counsel in the amount of $5,000.00. Said bond shall be conditioned upon the full and faithful performance by the Operator of each and every covenant, promise, term, condition, undertaking and agreement set forth in this Agreement.

### Article XVIII.

*Parking fees and charges.*

The Operator hereby agrees to charge for parking vehicles on the premises and facility first hereinabove described the following fees, rates and charges, during the term of this Agreement:

A. *Transient.*

| | |
|---|---|
| First twenty minutes | $0.10 |
| Second twenty minutes | 0.10 |
| Third twenty minutes | 0.10 |
| Each hour thereafter | 0.10 |

B. *Monthly.*

| | |
|---|---|
| For each one-month period, inside | $20.00 |
| For each one-month period, roof | 15.00 |

C. It is understood and agreed that parking fees, rates and charges may be changed by the Commissioner when authorized and directed to do so by the City Council of the City of Chicago and the Operator agrees to make such changes when directed to do so by the Commissioner. Fees, rates and charges shall be put into effect within forty-eight (48) hours after written notification thereof has been given to the Operator by the Commissioner and shall remain in effect until changed by the Commissioner as herein provided.

### Article XIX.

*License fees, taxes and charges; budget; and compensation.*

A. *License fees, taxes and charges.*

The Operator shall advance all license fees, taxes and charges assessed under local ordinances and State and Federal statutes to the extent that they are applicable to the operation of the Facility. The Operator shall also secure armored car service for the daily collection of revenue from the Facility and advance payment for such services, the selection of the armored car service to be approved in writing by the Commissioner prior to the use thereof by the Operator.

B. *Budget.*

All expenses incurred or to be incurred by the Operator in anticipation of the advancement of funds under this Agreement shall be set forth in a budget for approval by the Commissioner on a form prescribed by the Commissioner, which shall include, but shall not be limited to, license fees, taxes, charges, employee payrolls and like expenses. The budget herein provided for shall be submitted no later than thirty (30) days following the execution of this Agreement and shall be supplemented from time to time so as to reflect such changes or additions as may become necessary or as requested by the Commissioner. The Operator shall submit such detailed supporting data as the Commissioner may request. Each expense item for which reimbursement is being claimed shall be designated as a reimbursable item on said budget. No expense item shall be reimbursed to the Operator unless approved by the Commissioner and the Independent Engineer.

C. *Compensation to Operator.*

For full and faithful performance of the provisions contained in this Agreement the Operator of Facility No. 7 shall be paid for the period of this Agreement 5% of all gross revenue collected.

D. *Settlement and reimbursement.*

The Operator's total fee and expense reimbursement shall be computed, finalized and settled for the entire period of this Agreement, specifically on the basis of actual results of the operation of the facility for the period covered by this Agreement, as determined by an examination of the books and records of the Operator by the City after the termination of said period: provided, however, that the City shall make monthly payments of fees and reimbursable expenses, with quarterly adjustments, which shall substantially cover the Operator's earned fees and actual reimbursable expenses for each month under the following procedure:

(1) It is estimated that the Operator's yearly management fee for Facility No. 7 will be approximately $3,200.00 and that the Operator's annual reimbursable expense will be approximately $50,200.00 making the total annual payment to the Operator to be approximately $53,400.00. The Operator shall receive a monthly reimbursement of one twelfth of the total approximate yearly payment, or $4,450.00 on the tenth day of the following month for the first eleven months of the Agreement. The final settlement payment shall constitute the twelfth payment.

(2) At the end of the first three quarters of the period of this Agreement, the Operator shall submit to the City quarterly expense statements reflecting actual expenses incurred within each said quarter by the Operator for said facility. At the end of each quarter the Commissioner shall review actual management fees earned and expenses incurred and if, in his sole judgment, the estimated monthly reimbursement does not correctly reflect actual operations, he may appropriately adjust the monthly reimbursement to reflect actual operating conditions.

(3) At the end of the fourth quarter of the period of this Agreement, the Operator shall submit to the City the fourth quarterly reimbursable expense statement reflecting actual expenses incurred within said quarter. This quarterly statement, when combined with the three previously submitted quarterly statements, shall be used as the basis for computing the final settlement, subject to the aforementioned audit. Such audit shall be completed within 90 days after the expiration of this Agreement and final settlement shall be made within 120 days after the expiration of this Agreement.

In the event that parking rates for Facility No. 7 are increased and are to take effect at any time during the period of this Agreement, this Article XIX shall be subject to review, adjustment and renegotiation by and between the City and the Operator with respect to compensation, and supplemental agreement by and between said parties shall be drawn for the approval of the City Council and execution by the parties.

## Article XX.

*Collection of fees and charges.*

All parking fees and charges made and collected by the Operator and his employees under the terms of this Agreement shall be deposited daily with the armored car service referred to in Article XIX. B. hereof and said armored car service shall deposit said fees and charges for credit to such appropriate revenue account as shall be designated by the Commissioner, said procedure set forth in further detail in the Rules and Regulations promulgated by the Bureau of Parking. All such parking fees and charges shall be made pursuant to parking tickets supplied by the City, which shall be time stamped by the Operator and his employees in accordance with the Rules and Regulations hereinabove referred to, with the exception of monthly charges, otherwise provided for therein.

## Article XXI.

*Operator's records.*

The Operator shall keep accurate records, books and accounts in conformity with system approved by the Commissioner and agrees to permit authorized personnel of the City to examine said records, books and accounts at any reasonable time as a matter of right.

## Article XXII.

*Vacation and abandonment of premises.*

A. If the Operator shall vacate, desert or abandon the premises and facility, or shall permit the same to remain vacated, deserted or abandoned for a period of ten (10) days, or if the Operator shall breach any covenant, promise or condition set forth in this Agreement, or if the Operator shall default in the payment of any rent or charges payable by him under this Agreement, or if the Operator shall sell, assign or mortgage this Agreement or any provision hereof, or if the Operator shall be in default with respect to his performance of any covenants, promises or conditions contained in this Agreement, or if the Operator shall fail to comply with any of the statutes, ordinances, rules, orders, regulations or requirements of the Federal, State and City government, or any and all of their departments and bureaus applicable or pertinent to said premises and facility, or in the event of the death or incapacity of the Operator, then the Operator's right to possession of the premises and facility thereupon shall cease and terminate, with or without any notice or demand whatsoever if the City so elects, but not otherwise. In such event or events hereinabove set forth, whether this Agreement shall be terminated or not, the Operator agrees to surrender to the City possession of the premises and facility immediately without notice to quit or demand for possession of the premises and facility whatsoever, and the Operator hereby grants to the City full and free license to enter into and upon said premises and facility, or any part thereof, to take possession thereof and expel and remove the Operator or any other person who may be occupying the premises and facility or any part thereof, without resort to courts for an order sanctioning such action, and the City may use force in expelling and removing the Operator and such other person as may be reasonably necessary to accomplish said purpose. It is agreed by the Operator that said entry of the premises and facility by the City shall not constitute a trespass or forcible entry or detainer, nor shall it cause forfeiture of charges due by virtue of the provisions of this Agreement, nor a waiver of any covenant, agreement or promise in this Agreement to be performed by the Operator.

B. The Operator hereby waives all notice of any election made by the City under this Agreement, demand for revenues or other charges reserved under this Agreement, notice to quit, demand for possession, and any all notices and demands whatsoever, of every kind and nature, which may or shall be required by any statute of this State relating to forcible entry and detainer, or to landlord and tenant, or any other statute, or under the common law, during the term of this Agreement. The acceptance of any rents or charges reserved by the City under this Agreement, whether in a single instance or repeatedly, after they shall fall due, or after knowledge of any breach hereof by the Operator, or giving or making of any notice or demand, whether according to any statutory provisions or not, or any act or series of acts, except an express written waiver, shall not be construed as a waiver of the City's right to act without notice or demand or any other right hereby given the City, or as an election not to proceed under the provisions of this Agreement.

D. If the Operator shall file a petition in bankruptcy or shall be involuntarily placed in bankruptcy, or shall be adjudicated a bankrupt, or shall make an assignment for the benefit of creditors, or shall take advantage of any provisions in any statute or ordinance for the advantage of insolvent persons, the City may elect to terminate this Agreement and the term hereof and take immediate possession of the premises facility and appurtenances without notice.

E. In the event the City elects to terminate this Agreement because of a violation of any provisions of this Article, upon such termination the Operator shall compensate the City for any loss in revenue as may be sustained by reason of such termination and provision for such compensation shall be made a condition of the Performance Bond referred to in Article XVII of this Agreement.

F. It is further agreed by and between the parties that the rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

### Article XXIII.

*Costs, expenses and attorney's fees.*

The Operator agrees to pay and discharge all costs, expenses and attorney's fees which shall be incurred and expended by the City in enforcing the covenants, promises and conditions of this Agreement, whether by the institution of litigation or in taking of advice of counsel, or otherwise.

### Article XXIV.

*Notices.*

Notices to the City provided under this Agreement may be sent by registered mail, postage prepaid, addressed to the Commissioner of Streets and Sanitation, Room 707, City Hall, Chicago, Illinois, 60602, and notices to the Operator provided for in this Agreement may be sent by registered mail, postage prepaid, addressed to the Operator at: Sam D. Kaplan Auto Parks, 188 Randolph Tower, Chicago, Illinois, or in either case to such other respective parties and addresses as the parties hereto may designate in writing from time to time. Such notices shall be deemed to have been given when deposited in any United States Post Office.

### Article XXV.

*Construction of Agreement.*

It is agreed by and between the parties hereto that all general provisions, terms, phrases, and expressions shall be subject to rules of construction as will fully implement the true intent and meaning of the parties to this Agreement, including, but not limited to, the following:

A. Words importing the singular number may extend and be applied to several persons or things, and words importing the plural number may include the singular.

B. Words importing the masculine gender may be applied to the feminine gender and to impersonal legal entities.

C. The word "month" means a calendar month, and the word "year" means a calendar year, unless otherwise expressed.

### Article XXVI.

*City Council approval.*

This Agreement was authorized by the City Council of the City of Chicago, on the ............day of .................... A.D. 19........ Council Journal page........

In Witness Whereof, the parties hereto have caused this Agreement to be executed under their respective seals on the day and year first above written.

City of Chicago, a municipal corporation.
By: ........................................
Commissioner of Streets and Sanitation
By: ........................................
City Comptroller
Operator:
By: ........................................
Title
By: ........................................
Attest Title
(Corporate seal)
Approved:
................................................
Independent Engineer
Approved as to form and legality, except as to property, description and execution:
................................................
Assistant Corporation Counsel

ACKNOWLEDGMENT BY PRINCIPAL IF AN INDIVIDUAL

State of Illinois }
 } ss
County of Cook }

I, .........................................., a Notary Public in and for the County and State aforesaid, Do Hereby Certify that ...................................... who is personally known to me to be the same person whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial seal, this ............... day of ...................................... A.D. 1969.

............................................
Notary Public
My Commission Expires..........

SECTION 2. This ordinance shall be effective from and after the date of its passage.

### Execution of Parking Facility Operator's Lease Agreement Authorized for Parking Facility No. 8.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on December 30, 1969, page 7340, recommending that the City Council pass a proposed ordinance transmitted with the committee's report [Proposed ordinance printed in Committee Pamphlet No. 19], to authorize execution of Parking Facility Operator's Lease Agreement for Parking Facility No. 8 for Year 1970.

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Singer, Fifielski, Kerwin, Wigoda, Sperling—39.

*Nays*—Aldermen Despres, Simon, Scholl, McCutcheon, Hoellen, O'Rourke—6.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Streets and Sanitation is hereby authorized and directed to execute on behalf of the City of Chicago, the City Comptroller to countersign, and the City Clerk to attest, upon approval of the Corporation Counsel as to form and legality, a Parking Facility Operator's Agreement between the City of Chicago and LaSalle Parking Corporation for Chicago Parking Facility No. 8 at No. 120 N. LaSalle Street. Said agreement is attached to this ordinance and made a part hereof, the same as if incorporated herein.

CITY OF CHICAGO
PARKING FACILITY
OPERATOR'S AGREEMENT

This Agreement, made this ........... day of ...................., A.D. 19..., between the City of Chicago, a municipal corporation of the State of Illinois (sometimes hereinafter referred to as "City"), and LaSalle Parking Corporation, an Illinois corporation (sometimes hereinafter referred to as "Operator").

This Agreement Witnesseth:

That for and in consideration of the mutual promises, covenants, terms and conditions, both general and special, as hereinafter set forth, the City hereby grants to the Operator the privileges hereinafter described and the Operator agrees to assume the duties, responsibilities, and obligations as hereinafter set forth, with respect to the premises and parking facility described as follows:

120 North LaSalle Street, Chicago, Illinois, known as City of Chicago Parking Facility No. 8.

This City of Chicago Parking Facility Operator's Agreement constitutes the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences shall be implied or impressed upon such Agreement that are not herein set forth.

The term of this Agreement shall be for the period of one (1) year beginning on the 1st day of January, 1970, and ending on the 31st day of December, 1970, unless said term shall be sooner terminated as hereinafter provided.

Article I.

*Definition of terms.*

A. "Bureau of Parking" means that agency of the City of Chicago, having management and control of the establishment, operation and maintenance of parking facilities.

B. "Commissioner" means the Commissioner of Streets and Sanitation of the City of Chicago, or any other official designated by the City Council to have administrative supervision over the Bureau of Parking.

C. "Operator" means any natural person, partnership, corporation, company or other legal entity who or which owns, controls, manages and directs the business of parking motor vehicles on public off-street parking lots, or in public off-street parking garages, or in other public off-street parking facilities.

Article II.

*Assignment or transfer.*

The Operator shall not assign or transfer this Agreement nor any of the rights or privileges granted hereby, nor enter into any contract requiring or permitting the doing of any act hereunder by an independent contractor, unless otherwise expressly provided herein, without prior written approval signed by the Commissioner. If the Operator is a partnership or corporation or legal entity other than a natural person, and control of said entity changes at any time during the term hereof, the City may, at its option, deem and declare such change as a breach of this agreement and take immediate possession of said premises and facility first hereinabove described. It is understood and agreed by and between the City and the Operator that nothing contained in this Agreement is intended or shall be construed as in any way creating or establishing the relationship of co-partners or joint venturers between the parties hereto.

Article III.

*Present condition of premises.*

The Operator has examined the premises, facilities and appurtenances first hereinabove described, prior to and as a condition precedent to his acceptance and the execution of this Agreement, and is satisfied with the physical condition of said premises, and his taking possession shall constitute conclusive evidence of his receipt thereof in safe and sanitary condition, and in good order and repair, unless otherwise specified herein. The Operator agrees and admits that no representations as to condition or repair have been made by the City or its officers, employees or agents, which are not herein expressed or endorsed hereon, and that no promises to decorate, alter, repair or improve said premises, before, at or after the execution of this Agreement by the parties, not expressly contained herein, have been made by the City or its officers, employees or agents.

### Article IV.

*Future condition of premises.*

The Operator shall keep the premises, facility and appurtenances first hereinabove described in a safe, sanitary and sightly condition, and in good repair, and shall yield the same back to the City upon the termination of this Agreement in such condition and repair, ordinary wear and tear excepted. If said premises and facility shall not be so kept by the Operator, the City may enter the premises (without such entry constituting a termination of the privileges herein granted or an interference with the possession of or construction or other eviction from said premises and facility) and do all things necessary to restore said premises and facility to the condition herein required.

### Article V.

*Signs and advertising.*

The Operator shall not permit or place, post or cause to be placed or posted any sign, billboard, poster, advertising material or similar devices in view of the general public on, in or about the premises and facility without prior written approval signed by the Commissioner. Any such sign, billboard, poster, advertising material or similar devices not authorized by him may be removed by the City and all cost and expense resulting therefrom shall be charged to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses in addition to the rent and charges otherwise reserved in this Agreement. The City hereby reserves the right to erect and maintain such signs or billboards on the premises and facility, from time to time, as the Commissioner may deem advisable.

### Article VI.

*Alterations and additions.*

The Operator shall make no alterations or additions to the premises and facility first hereinabove described without the prior consent of the City as evidenced by approval in writing signed by the Commissioner. All alterations and additions shall remain as part of said premises and facility unless the City shall otherwise elect, as evidenced by prior approval in writing signed by the Commissioner. Said alterations and additions shall include, but are not limited to, locks, bolts and all fixtures.

### Article VII.

*Maintenance by Operator.*

The Operator agrees to maintain the premises and facility, advancing funds therefor, reimbursement being subject to all provisions of this Agreement, from day to day in good condition and repair and agrees to do all things necessary toward that end, particularly, but not limited to, the following:

A. Maintain all wheel stops and blocks.
B. Maintain and care for all planting.
C. Maintain all washrooms, toilets and rest rooms according to acceptable health standards.
D. Maintain the premises and facility in a clean, presentable condition, prevent accumulations of dirt, paper or trash of any kind upon the premises and facility.
E. Remove snow, ice and other obstructions from adjacent driveways and sidewalks. Said snow, ice and like debris to be removed shall not be placed upon the public ways or any portion thereof.
F. Make minor necessary repairs to plumbing, lighting and heating equipment. It is agreed by and between the parties that the Commissioner in his sole judgment shall determine whether a repair is minor or otherwise.
G. Advance payment for all utility services, including gas, heat, water and electricity, reimbursement being subject to all provisions of this Agreement.

Should the Operator fail to comply with any of the obligations listed above, the City may, after five (5) days notice to comply, in the event of non-compliance, enter upon said premises and take all steps necessary to insure compliance with the above obligations, in addition to other remedies set forth herein, charging the cost and expense of such entry and procedure to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses.

### Article VIII.

*Maintenance by City.*

The City agrees to maintain and pay for the following items of maintenance and equipment:

A. Maintain said facility in structural repair.
B. Make necessary major repairs to plumbing, lighting and heating.
C. Remove snow and ice, except from sidewalks and driveways.
D. Supply and maintain cash register.
E. Supply all parking tickets and other forms.
F. Supply and maintain pavement markings.
G. Supply electric light bulbs and replace said bulbs and fuses when necessary.
H. Maintain and replace all gates and barricades.
I. Maintain and keep in good working order the hoists, hoist equipment, lifts and elevators.
J. Maintain and keep in good working order all neon directional, informational, and advertising signs located in the interior or on the exterior of the facility.

### Article IX.

*Compliance with law; Liens.*

The Operator agrees to operate such facility as first hereinabove described in compliance at all times with this Agreement and all laws, statutes, ordinances and rules and regulations which are now in effect or which may be hereafter adopted, particularly, but not limited to, all rules and regulations of the Bureau of Parking, Department of Streets and Sanitation. The Operator agrees to keep premises, facility and appurtenances first hereinabove described free and clear of any and all liens in any way arising out of the Operator's use and maintenance thereof.

### Article X.

*Operation of Facility.*

The Operator agrees to operate the facility subject to all provisions of this Agreement for the convenience of the public during the terms hereof and shall use and occupy the above premises solely for off-street parking of motor vehicles. The Operator shall use his best efforts to secure, maintain and develop the parking business conducted by him under the terms of this Agreement and to increase the same whenever and wherever possible, and shall refrain from and prevent the diversion of any such parking business from the facility whenever possible.

### Article XI.

*Hours of operation.*

The Operator agrees to operate the facility twenty-four (24) hours a day seven (7) days a week, holidays included. The hours of operation may be changed from time to time by the Commissioner, when authorized and directed to do so by the City Council of the City of Chicago. Such change shall take effect within forty-eight (48) hours, Sundays and holidays excluded, after written notice thereof is received by the Operator.

### Article XII.

*Vehicle parking.*

At no time shall the Operator remove or permit or cause to be removed from the premises and facility any vehicle placed thereon for parking purposes without the express consent of the owner or operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator enter or drive, or permit or cause to be entered or driven, any vehicle which has been placed upon the premises for the purpose of self-parking, without the express consent of the owner or operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator accept or cause to be accepted for parking any commercial vehicles, except with the prior written approval signed by the Commissioner. At no time shall the Operator permit or cause to be permitted the parking of any vehicle whatsoever on or in the premises and facility free of charge.

### Article XIII.

*Operator's employees.*

A. The Operator hereby agrees to select, employ and pay such personnel as may be required in the operation of the facility first hereinabove mentioned, unless otherwise specifically provided for in this Agreement. The Operator agrees further that in performing the covenants, promises and conditions under this Agreement, he shall not discriminate against any worker, employee or applicant, nor against any member of the public, on account of race, creed, color or national origin, nor otherwise commit an unfair employment practice.

B. The Operator agrees further to do or cause to be done the following:

1. To supervise, direct and manage the activities of his employees in such manner as to provide prompt, safe, efficient and courteous services as will be adequate to meet all reasonable demands for parking services on the premises and facility, and to provide a sufficient number of said employees as to enable such services to be provided at all times of the operation of said facility.
2. To cause and require all employees serving as attendants on the premises and facility to wear uniforms, caps and badges to be supplied by and at the expense of the Operator and to require said employees at all times to present a neat and clean appearance. The color and design of said uniforms, caps and badges shall be first approved in writing signed by the Commissioner.

### Article XIV.

*Insurance.*

A. The City, at the time or prior to the execution of this Agreement, agrees to furnish all the insurance required under this Agreement and this Article, to be paid from the revenues resulting from the operation of the facility first hereinabove described. All policies of insurance shall name the beneficiary as indicated below and shall be delivered to and held by the City Comptroller. Said insurance shall be placed only with such insurance companies as are approved from time to time by the City Comptroller.

B. Each such insurance policy as set forth in this Article shall contain a provision to the effect that said insurance cannot be cancelled unless the City Comptroller has been notified not less than thirty (30) days prior to the intended cancellation date.

C. In the event that any additional premiums or audits shall be required, the same shall be paid by the City of Chicago from the revenues resulting from the operation of said facility; any return premiums or audits shall be paid to the City of Chicago, for deposit into an appropriate revenue fund.

D. The insurance to be provided as set forth in this Article shall include the following coverages to be maintained during the life of this Agreement:

1. Workmen's Compensation and Occupational Disease Insurance in the names of the City and Operator as insured parties, covering all employees engaged in any work pursuant to this Agreement; liability coverage to be not less than $100,000.00.

2. Fire, Extended Coverage, Vandalism and Malicious Mischief, in the name of the City as the insured party with not less than eighty (80) percent co-insurance on all buildings included in said facility; liability coverage to be not less than $1,380,000.00.

3. Fire, Extended Coverage, Vandalism and Malicious Mischief covering the contents in all buildings of said facility, in the names of the City and Operator as insured parties, with not less than ninety (90) percent co-insurance on contents in all buildings of said facility; liability coverage to be not less than $3,000.00. (This coverage shall be applicable only in the event said contents are valued at $2,500.00 or more).

4. Fire, Extended Coverage and Malicious Mischief for business interruption, in the names of the City and Operator as insured parties, contemplating fifty (50) percent of the gross earnings, as determined from previous earnings of said facility; liability coverage to be not less than $136,000.00.

5. Garage Keeper's Legal Liability, Fire and Explosion, Theft of Automobile, and Combined Coverage, in the names of the City and Operator as insured parties, to include riot, civil commotion, vandalism and malicious mischief with a $25.00 deductible provision, and a $100.00 deductible provision for collision and upset.

6. Plate glass coverage, in the names of the City and Operator as insured parties, fully covering all plate glass of the facility.

7. Commercial Blanket Fidelity Bond, in the name of the Operator as the insured party, covering all employees; liability coverage to be not less than $25,000.00.

8. Broad Form Money and Securities Insurance in the name of the Operator as the insured party, covering interior and exterior locations, if necessary, liability coverage to be not less than $3,000.00.

9. Comprehensive Public Liability and Property Damage Insurance, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries from any one accident; and $50,000.00 for property damage resulting from any one accident.

10. Owner's or Landlord's Protective Policy, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries resulting from any one accident; and $50,000.00 for property damage resulting from any one accident.

11. Elevator Liability, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries resulting from any one accident and; $50,000.00 for property damage resulting from any one accident.

### Article XV.

*Destruction of facilities.*

A. In the event the premises and facility or a part thereof shall become damaged or destroyed by fire, explosion, or other casualty, and if the Commissioner determines in his sole judgment that said damages can be repaired within a reasonable time upon notification thereof, the Operator agrees to submit plans and specifications for approval by the Commissioner, which are necessary to restore the premises and facility to the condition which existed prior to said damage, and agrees to make all repairs according to said plans and specifications after approval by the Commissioner. Failure of the Operator to submit said plans and specifications to the Commissioner within ten (10) days after the casualty above described, or failure to commence said restoration work within five (5) days after the Operator has received the plans and specifications as approved by the Commissioner, or failure to complete such restoration work within a reasonable time, will constitute an abandonment by the Operator.

B. The cost of such repairs and restoration described in this Article shall be paid from the funds received by the City and Operator under insurance policies to the extent said costs are thereunder covered. Should any balance of costs remain which are not covered by said insurance policies, fifty (50) percent of said balance shall be paid by the City and fifty (50) percent shall be paid by the Operator.

C. Notwithstanding the foregoing provisions, in the event of a casualty described in Paragraph A of this Article, the Commissioner may elect, in his sole judgment, to consider said premises and facility beyond repair and refuse to permit the repair, reconstruction or restoration of said premises and facility, and upon written notice of said election from the Commissioner to the Operator within thirty (30) days from the date of said casualty, the obligation of the Operator to pay such rent and charges as are hereinafter reserved to the City shall cease and this Agreement shall thereupon terminate; provided, however, that all rents and charges theretofore accrued shall remain due and payable by the Operator forthwith.

### Article XVI.

*Indemnification.*

The Operator shall assume all risks incident to or in connection with his business to be conducted hereunder and shall be solely responsible for all accidents or injuries of whatsoever kind or nature as may be sustained by any persons or property and the Operator shall indemnify, defend and save harmless the City, its officers, agents and employees from any and all claims, suits, losses or damages arising from said accidents or injuries of whatsoever kind of nature, arising directly or indirectly out of the operation of said business, or resulting from the carelessness, negligence or improper conduct of the City, Operator or any of their officers, agents or employees. Said Operator shall also indemnify, defend and save harmless the City, its officers, agents and employees from any penalties for violation of any law, statute, ordinance or regulation affecting its operations.

### Article XVII.

*Operator's Performance Bond.*

The Operator shall deliver to the City at the time of or prior to the execution of this Agreement an approved Government Bond payable to bearer or the City of Chicago or, in lieu thereof, a Performance Bond approved by the City Comptroller and the Corporation Counsel in the amount of $25,000.00. Said bond shall be conditioned upon the full and faithful performance by the Operator of each and every covenant, promise, term, condition, undertaking and agreement set forth in this Agreement.

### Article XVIII.

*Parking fees and charges.*

The Operator hereby agrees to charge for parking vehicles on the premises and facility first hereinabove described the following fees, rates and charges, during the term of this Agreement:

A. *Transient.*

| | |
|---|---|
| 1 hour or less | $0.75 |
| 2 hours | 1.00 |
| Each hour thereafter | 0.25 |
| 12 hour maximum | 2.25 |
| 24 hour maximum | 2.50 |

B. *Monthly.*

| | |
|---|---|
| For each one month period, unrestricted | $40.00 |

C. It is understood and agreed that parking fees, rates and charges may be changed by the Commissioner when authorized and directed to do so by the City Council of the City of Chicago and the Operator agrees to make such changes when directed to do so by the Commissioner. Fees, rates and charges shall be put into effect within forty-eight (48) hours after written notification thereof has been given to the Operator by the Commissioner and shall remain in effect until changed by the Commissioner as herein provided.

### Article XIX.

*License fees, taxes and charges; budget; and compensation.*

A. *Definitions.*

1. "Basic gross revenue level," is that the revenue income anticipated to be received by Facility No. 8 during the period of this Agreement, and shall be established by considering a selected series of consecutive prior years which, in the judgment of the Commissioner, best represents that average level of yearly gross revenue received by said Facility, together with any current increase in parking fees authorized by the City Council.

2. "Actual gross revenue level," is the actual dollar amount of gross revenue received by the Facility from parking fees during the period of this Agreement, as shall be determined by an examination of all books and records pertaining to such actual revenues received, said examination to be conducted by the City after the termination of this Agreement.

3. "Basic or minimum fee," is that amount of compensation which, in the judgment of the Commissioner, represents a reasonable base payment for management services to be rendered by the Operator during the term of this Agreement as compensation for achieving the "basic gross revenue level" during the period of this Agreement.

4. "Additional or incremental fee," is that compensation over and above the "basic or minimum fee" payable to the Operator as determined by certain percentages of "blocks" of $25,000 by which the "actual gross revenue" of the Facility exceeds the "basic gross revenue" received by the Facility during the period of this Agreement, as set forth in Exhibit "A", attached hereto and made a part hereof.

B. *License fees, taxes and charges.*

The Operator shall advance all license fees, taxes and charges assessed under local ordinances and State and Federal statutes to the extent that they are applicable to the operation of the Facility. The Operator shall also secure armored car service for the daily collection of revenue from the Facility and advance payment for such services, the selection of the armored car service to be approved in writing by the Commissioner prior to the use thereof by the Operator.

C. *Budget.*

All expenses incurred or to be incurred by the Operator in anticipation of the advancement of funds under this Agreement shall be set forth in a budget for approval by the Commissioner, on a form prescribed by the Commissioner, which shall include, but shall not be limited to, license fees, taxes, charges, employee payrolls and like expenses. The budget herein provided for shall be submitted no later than thirty (30) days following the execution of this Agreement and shall be supplemented from time to time so as to reflect such changes or additions as may become necessary or as requested by the Commissioner. The Operator shall submit such detailed supporting data as the Commissioner may request. Each expense item for which reimbursement is being claimed shall be designated as a reimbursable item on said budget. No expense item shall be reimbursed to the Operator unless approved by the Commissioner and the Independent Engineer.

D. *Compensation to Operator.*

For full and faithful performance of the provisions contained in this Agreement, the Operator of Facility No. 8 shall be paid for the period of this Agreement, as follows:

(1) A basic or minimum fee of $16,800.00 being 4⅔ percent of the basic gross revenue level of said Facility which is hereby set at $360,000.00.

(2) Additional or incremental fees shall be paid on successive "blocks" of gross revenue of $25,000.00 over and above the basic gross revenue level, as set forth in Exhibit "A" attached hereto and made a part hereof.

(3) The combined total fees as reflected in the following Exhibit "A" attached hereto and made a part hereof, embodies the intent and purpose of paragraphs (1) and (2) of this section D.

[Exhibit "A" printed on page 7466 of this Journal]

E. *Settlement and reimbursement.*

The Operator's total fee and expense reimbursement shall be computed, finalized and settled for the entire period of this Agreement, specifically on the basis of actual results of the operation of the Facility for the period covered by this Agreement, as determined by an examination of the books and records of the Operator by the City after the termination of said period: provided, however, that the City shall make monthly payments of fees reimbursable expenses with quarterly adjustments, which shall substantially cover the Operator's earned fees and actual reimbursable expenses for each month under the following procedure:

(1) It is estimated that the Operator's yearly management fee for Facility No. 8 will be approximately $16,000.00 and that the Operator's annual reimbursable expense will be approximately $125,000.00 making the total annual payment to the Operator to be approximately $141,000.00. The Operator shall receive a monthly reimbursement on one-twelfth of the total approximate yearly payment, or $11,750.00 on the tenth day of the following month for the first eleven months of the Agreement. The final settlement payment shall constitute the twelfth payment.

(2) At the end of each of the first three quarters of the period of this Agreement, the Operator shall submit to the City quarterly expense statements reflecting actual expenses incurred within each said quarter by the Operator for said facility. At the end of each quarter the Commissioner shall review actual management fees earned and expenses incurred and if, in his sole judgment ,the estimated monthly reimbursement does not correctly reflect actual operations, he may appropriately adjust the monthly reimbursement to reflect actual operating conditions.

(3) At the end of the fourth quarter of the period of this Agreement, the Operator shall submit to the City the fourth quarterly reimbursable expense statement reflecting actual expenses incurred within said quarter. This quarterly statement when combined with the three previously submitted quarterly statements, shall be used as the basis for computing the final settlement, subject to the aforementioned audit. Such audit shall be completed within 90 days after the expiration of this Agreement and final settlement shall be made within 120 days after the expiration of this Agreement.

F. In the event that parking rates for Facility No. 8 are increased and are to take effect at any time during the period of this Agreement, this Article XIX shall be subject to review, adjustment and renegotiation by and between the City and the Operator with respect to compensation, and supplemental agreement by and between said parties shall be drawn for the approval of the City Council and execution by the parties.

### Article XX.

*Collection of fees and charges.*

All parking fees and charges made and collected by the Operator and his employees under the terms of this Agreement shall be deposited daily with the armored car service referred to in Article XIX. B. hereof and said armored car service shall deposit said fees and charges for credit to such appropriate revenue account as shall be designated by the Commissioner, said procedure set forth in further detail in the Rules and Regulations promulgated by the Bureau of Parking. All such parking fees and charges shall be made pursuant to parking tickets supplied by the City, which shall be time stamped by the Operator and his employees in accordance with the Rules and Regulations hereinabove referred to, with the exception of monthly charges, otherwise provided for therein.

### Article XXI.

*Operator's records.*

The Operator shall keep accurate records, books and accounts in conformity with a system approved by the Commissioner and agrees to permit authorized personnel of the City to examine said records, books and accounts at any reasonable time as a matter of right.

### Article XXII.

*Vacation and abandonment of premises.*

A. If the Operator shall vacate, desert or abandon the premises and facility, or shall permit the same to remain vacated, deserted or abandoned for a period of ten (10) days, or if the Operator shall breach any covenant, promise or condition set forth in this Agreement, or if the Operator shall default in the payment of any rent or charges payable by him under this Agreement, or if the Operator shall

(Continued on page 7467)

OPERATOR LaSalle Parking Corporation FACILITY NO. 8

SCHEDULE OF PAYMENTS TO OPERATOR FOR FEES BASED
ON A "NORMAL" (OR BASIC) YEARLY GROSS REVENUE LEVEL OF $ 360,000.

| (1) | (2) | (3) | (4) | (5) | (6) | (7) |
|---|---|---|---|---|---|---|
| IF GROSS REVENUE IS | | | THE OPERATOR'S FEE WILL BE | | | |
| | | | | ON AMOUNT IN COL. 2 | | |
| A STATED AMOUNT OF | PLUS AN AMOUNT OVER COL. 1 OF | OR GRAND TOTAL GROSS REVENUE OF | ON AMOUNT IN COL. 1 | RATE | AMOUNT | OR TOTAL FEE ON AMOUNT IN COL. 3 OF |

GENERAL SCHEDULE OF FEES
STATED ACCORDING TO CONTRACT AND ON A YEARLY BASIS

| | | | | | | |
|---|---|---|---|---|---|---|
| $ 360,000. | - | $ 360,000. | - | - | - | $ 16,800. |
| 360,000. | $ 25,000. | 385,000. | $16,800. | 2% | $ 500. | 17,300. |
| 385,000. | 25,000. | 410,000. | 17,300. | 3% | 750. | 18,050. |
| 410,000. | 25,000. | 435,000. | 18,050. | 4% | 1,000. | 19,050. |
| 435,000. | 25,000. | 460,000. | 19,050. | 5% | 1,250. | 20,300. |
| All Revenue over $460,000. will also carry a 5% fee. | | | | | | |

SCHEDULE OF FEES STATED ACCORDING TO CONTRACT AND ON YEARLY BASIS (AS ABOVE)
BUT SHOWING GROSS REVENUES, BEGINNING WITH A MINIMUM YEARLY AMOUNT OF
$ 360,000. , IN INCREASING STEPS OF $10,000 (OR LESS)

| | | | | | | |
|---|---|---|---|---|---|---|
| $ 360,000. | - | $ 360,000. | - | - | - | $ 16,800. |
| 360,000. | $ 10,000. | 370,000. | $16,800. | 2% | $ 200. | 17,000. |
| 370,000. | 10,000. | 380,000. | 17,000. | 2% | 200. | 17,200. |
| 380,000. | 5,000. | 385,000. | 17,200. | 2% | 100. | 17,300. |
| 385,000. | 10,000. | 395,000. | 17,300. | 3% | 300. | 17,600. |
| 395,000. | 10,000. | 405,000. | 17,600. | 3% | 300. | 17,900. |
| 405,000. | 5,000. | 415,000. | 17,900. | 3% | 150. | 18,050. |
| 410,000. | 10,000. | 420,000. | 18,050. | 4% | 400. | 18,450. |
| 420,000. | 10,000. | 430,000. | 18,450. | 4% | 400. | 18,850. |
| 430,000. | 5,000. | 435,000. | 18,850. | 4% | 200. | 19,050. |
| 435,000. | 10,000. | 445,000. | 19,050. | 5% | 500. | 19,550. |
| 445,000. | 10,000. | 455,000. | 19,550. | 5% | 500. | 20,050. |
| 455,000. | 5,000. | 460,000. | 20,050. | 5% | 250. | 20,300. |

OPERATOR'S BASIC FEE ON BASIC GROSS REVENUE LEVEL OF $ 360,000. : $ 16,800.

OPERATOR'S TOTAL FEES IF ACTUAL GROSS REVENUE UNDER
BASIC GROSS REVENUE LEVEL OF $ 360,000. : 4-2/3% OF ACTUAL GROSS REVENUE

(Continued from page 7465)

sell, assign, or mortgage this Agreement or any provision hereof, or if the Operator shall be in default with respect to his performance of any covenants, promises or conditions contained in this Agreement, or if the Operator shall fail to comply with any of the statutes, ordinances, rules, orders, regulations or requirements of the Federal, State and City government, or any and all of their departments and bureaus applicable or pertinent to said premises and facility, or in the event of the death or incapacity of the Operator, then the Operator's right to possession of the premises and facility thereupon shall cease and terminate, with or without any notice or demand whatsoever if the City so elects but not otherwise. In such event or events hereinabove set forth, whether this Agreement shall be terminated or not, the Operator agrees to surrender to the City possession of the premises and facility immediately without notice to quit or demand for possession of the premises and facility whatsoever, and the Operator hereby grants to the City full and free license to enter into and upon said premises and facility, or any part thereof, to take possession thereof and expel and remove the Operator or any other person who may be occupying the premises and facility or any part thereof, without resort to courts for an order sanctioning such action, and the City may use force in expelling and removing the Operator and such other person as may be reasonably necessary to accomplish said purpose. It is agreed by the Operator that said entry of the premises and facility by the City shall not constitute a trespass or forcible entry or detainer, nor shall it cause forfeiture of charges due by virtue of the provisions of this Agreement, nor a waiver of any covenant agreement or promise in this Agreement to be performed by the Operator.

B. The Operator hereby waives all notice of any election made by the City under this Agreement, demand for revenues or other charges reserved under this Agreement, notice to quit, demand for possession, and any and all notices and demands whatsoever, of every kind and nature, which may or shall be required by any statute of this State relating to forcible entry and detainer, or to landlord and tenant, or any other statute, or under the common law, during the term of this Agreement. The acceptance of any rents or charges reserved by the City under this Agreement, whether in a single instance or repeatedly, after they shall fall due, or after knowledge of any breach hereof by the Operator, or giving or making of any notice or demand, whether according to any statutory provisions or not, or any act or series of acts, except an express written waiver, shall not be construed as a waiver of the City's right to act without notice or demand or any other right hereby given the City, or as an election not to proceed under the provisions of this Agreement.

D. If the Operator shall file a petition in bankruptcy or shall be involuntarily placed in bankruptcy, or shall be adjudicated a bankrupt, or shall make an assignment for the benefit of creditors, or shall take advantage of any provisions in any statute or ordinance for the advantage of insolvent persons, the City may elect to terminate this Agreement and the term hereof and take immediate possession of the premises, facility and appurtenances without notice.

E. In the event the City elects to terminate this Agreement because of a violation of any provisions of this Article, upon such termination the Operator shall compensate the City for any loss in revenue as may be sustained by reason of such termination and provision for such compensation shall be made a condition of the Performance Bond referred to in Article XVII of this Agreement.

F. It is further agreed by and between the parties that the rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

### Article XXIII.

*Costs, expenses and attorney's fees.*

The Operator agrees to pay and discharge all costs, expenses and attorney's fees which shall be incurred and expended by the City in enforcing the covenants, promises and conditions of this Agreement, whether by the institution of litigation or in taking of advice of counsel, or otherwise.

### Article XXIV.

*Notices.*

Notices to the City provided under this Agreement may be sent by registered mail, postage prepaid, addressed to the Commissioner of Streets and Sanitation, Room 707, City Hall, Chicago Illinois, 60602, and notices to the Operator provided for in this Agreement may be sent by registered mail, postage prepaid, addressed to the Operator at: LaSalle Parking Corporation, 188 West Randolph Street, Chicago, Illinois, or in either case to such other respective parties and addresses as the parties hereto may designate in writing from time to time. Such notices shall be deemed to have been given when deposited in any United States Post Office.

### Article XXV.

*Construction of Agreement.*

It is agreed by and between the parties hereto that all general provisions, terms, phrases and expressions shall be subject to rules of construction as will fully implement the true intent and meaning of the parties to this Agreement, including but not limited to, the following:

A. Words importing the singular number may extend and be applied to several persons or things, and words importing the plural number may include the singular.

B. Words importing the masculine gender may be applied to the feminine gender and to impersonal legal entities.

C. The word "month" means a calendar month, and the word "year" means a calendar year, unless otherwise expressed.

### Article XXVI.

*City Council approval.*

This Agreement was authorized by the City Council of the City of Chicago, on the ............ day of ............ A.D., 19.... Council Journal page ............

In Witness Whereof, the parties hereto have caused this Agreement to be executed under their respective seals on the day and year first above written.

City of Chicago, a municipal corporation.
By: ........................................
Commissioner of Streets and Sanitation
By: ........................................
City Comptroller
Operator:
By: ........................................
Title
By: ........................................
Attest Title
(Corporate seal)
Approved:
........................................
Independent Engineer

Approved as to form and legality, except as to property description and execution:

..................................................
Assistant Corporation Counsel

Acknowledgment by Principal if a Corporation

State of Illinois }
} ss
County of Cook }

I, ..............................................................., a Notary Public in and for said County in the State aforesaid, Do Hereby Certify That ....................................
(President)
personally known to me to be President and ........
...................................., personally known to me to be
(Secretary)
Secretary of ..............................................., appeared
(Name of Corporation)
before me this day in person and acknowledged that they signed, sealed and delivered the foregoing instrument as their free and voluntary act, and as the free and voluntary act of the said................................
(Name of Corporation)
for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this ........... day of ......................., 19.......

..................................................
Notary Public

SECTION 2. This ordinance shall be effective from and after the date of its passage.

## Execution of Parking Facility Operator's Lease Agreement Authorized for Parking Facility No. 9.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on December 30, 1969, page 7341, recommending that the City Council pass a proposed ordinance transmitted with the committee's report [Proposed ordinance printed in Committee Pamphlet No. 19], to authorize execution of Parking Facility Operator's Lease Agreement for Parking Facility No. 9 for Year 1970.

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Singer, Fifielski, Kerwin, Wigoda, Sperling—39.

*Nays*—Aldermen Despres, Simon, Scholl, McCutcheon, Hoellen, O'Rourke—6.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Streets and Sanitation is hereby authorized and directed to execute on behalf of the City of Chicago, the City Comptroller to countersign, and the City Clerk to attest, upon approval of the Corporation Counsel as to form and legality, a Parking Facility Operator's Agreement between the City of Chicago and Rialto Parking Service Corp., Inc., for Chicago Parking Facility No. 9 at No. 320 N. LaSalle Street. Said agreement is attached to this ordinance and made a part hereof, the same as if incorporated herein.

### CITY OF CHICAGO
### PARKING FACILITY
### OPERATOR'S AGREEMENT

This Agreement, made this ............ day of ......................, A.D. 19..., between the City of Chicago, a municipal corporation of the State of Illinois (sometimes hereinafter referred to as "City"), and Rialto Parking Service Corporation, an Illinois corporation (sometimes hereinafter referred to as "Operator").

This Agreement Witnesseth:

That for and in consideration of the mutual promises, covenants, terms and conditions, both general and special, as hereinafter set forth, the City hereby grants to the Operator the privileges hereinafter described and the Operator agrees to assume the duties, responsibilities, and obligations as hereinafter set forth, with respect to the premises and parking facility described as follows:

> 320 North LaSalle Street, Chicago, Illinois, known as City of Chicago Parking Facility No. 9.

This City of Chicago Parking Facility Operator's Agreement constitutes the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences shall be implied or impressed upon such Agreement that are not herein set forth.

The term of this Agreement shall be for the period of one (1) year beginning on the 1st day of January, 1970, and ending on the 31st day of December, 1970, unless said term shall be sooner terminated as hereinafter provided.

### Article I.

*Definition of terms.*

A. "Bureau of Parking" means that agency of the City of Chicago, having management and control of the establishment, operation and maintenance of parking facilities.

B. "Commissioner" means the Commissioner of Streets and Sanitation of the City of Chicago, or any other official designated by the City Council to have administrative supervision over the Bureau of Parking.

C. "Operator" means any natural person, partnership, corporation, company or other legal entity who or which owns, controls, manages and directs the business of parking motor vehicles on public off-street parking lots, or in public off-street parking garages, or in other public off-street parking facilities.

### Article II.

*Assignment or transfer.*

The Operator shall not assign or transfer this Agreement nor any of the rights or privileges granted hereby, nor enter into any contract requiring or permitting the doing of any act hereunder by an independent contractor, unless otherwise expressly provided herein, without prior written approval signed by the Commissioner. If the Operator is a partnership or corporation or legal entity other than a natural person, and control of said entity changes at any time during the term hereof, the City may, at its option, deem and declare such change as a breach of this agreement and take immediate possession of said premises and facility first hereinabove described. It is understood and agreed by and between the City and the Operator that nothing contained in this Agreement is intended or shall be construed as in any way creating or establishing the relationship of co-partners or joint venturers between the parties hereto.

### Article III.

*Present condition of premises.*

The Operator has examined the premises, facilities and appurtenances first hereinabove described, prior to and as a condition precedent to his acceptance and the execution of this Agreement, and is satisfied with the physical condition of said premises, and his taking possession shall constitute conclusive evidence of his receipt thereof in safe and sanitary condition, and in good order and repair, unless otherwise specified herein. The Operator agrees and admits that no representations as to condition or repair have been made by the City or its officers, employees or agents, which are not herein expressed or endorsed hereon, and that no promises to decorate, alter, repair or improve said premises, before, at or after the execution of this Agreement by the parties, not expressly contained herein, have been made by the City or its officers, employees or agents.

### Article IV.

*Future condition of premises.*

The Operator shall keep the premises, facility and appurtenances first hereinabove described in a safe, sanitary and sightly condition, and in good repair, and shall yield the same back to the City upon the termination of this Agreement in such condition and repair, ordinary wear and tear excepted. If said premises and facility shall not be so kept by the Operator, the City may enter the premises (without such entry constituting a termination of the privileges herein granted or an interference with the possession of or construction or other eviction from said premises and facility) and do all things necessary to restore said premises and facility to the condition herein required.

### Article V.

*Signs and advertising.*

The Operator shall not permit or place, post or cause to be placed or posted any sign, billboard, poster, advertising material or similar devices in view of the general public on, in or about the premises and facility without prior written approval signed by the Commissioner. Any such sign, billboard, poster, advertising material or similar devices not authorized by him may be removed by the City and all cost and expense resulting therefrom shall be charged to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses in addition to the rent and charges otherwise reserved in this Agreement. The City hereby reserves the right to erect and maintain such signs or billboards on the premises and facility, from time to time, as the Commissioner may deem advisable.

### Article VI.

*Alterations and additions.*

The Operator shall make no alterations or additions to the premises and facility first hereinabove described without the prior consent of the City as evidenced by approval in writing signed by the Commissioner. All alterations and additions shall remain as part of said premises and facility unless the City shall otherwise elect, as evidenced by prior approval in writing signed by the Commissioner. Said alterations and additions shall include, but are not limited to, locks, bolts and all fixtures.

### Article VII.

*Maintenance by Operator.*

The Operator agrees to maintain the premises and facility, advancing funds therefor, reimbursement being subject to all provisions of this Agreement, from day to day in good condition and repair and agrees to do all things necessary toward that end, particularly, but not limited to, the following:

A. Maintain all wheel stops and blocks.
B. Maintain and care for all planting.
C. Maintain all washrooms, toilets and rest rooms according to acceptable health standards.
D. Maintain the premises and facility in a clean, presentable condition, prevent accumulations of dirt, paper or trash of any kind upon the premises and facility.
E. Remove snow, ice and other obstructions from adjacent driveways and sidewalks. Said snow, ice and like debris to be removed shall not be placed upon the public ways or any portion thereof.
F. Make minor necessary repairs to plumbing, lighting and heating equipment. It is agreed by and between the parties that the Commissioner in his sole judgment shall determine whether a repair is minor or otherwise.
G. Advance payment for all utility services, including gas, heat, water and electricity, reimbursement being subject to all provisions of this Agreement.

Should the Operator fail to comply with any of the obligations listed above, the City may, after five (5) days notice to comply, in the event of noncompliance, enter upon said premises and take all steps necessary to insure compliance with the above obligations, in addition to other remedies set forth herein, charging the cost and expense of such entry and procedure to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses.

### Article VIII.

*Maintenance by City.*

The City agrees to maintain and pay for the following items of maintenance and equipment:

A. Maintain said facility in structural repair.
B. Make necessary major repairs to plumbing, lighting and heating.
C. Remove snow and ice, except from sidewalks and driveways.
D. Supply and maintain cash register.
E. Supply all parking tickets and other forms.
F. Supply and maintain pavement markings.
G. Supply electric light bulbs and replace said bulbs and fuses when necessary.
H. Maintain and replace all gates and barricades.
I. Maintain and keep in good working order the hoists, hoist equipment, lifts and elevators.
J. Maintain and keep in good working order all neon directional, informational, and advertising signs located in the interior or on the exterior of the facility.

### Article IX.

*Compliance with law; Liens.*

The Operator agrees to operate such facility as first hereinabove described in compliance at all times with this Agreement and all laws, statutes, ordinances and rules and regulations which are now in effect or which may be hereafter adopted, particularly, but not limited to, all rules and regulations of the Bureau of Parking, Department of Streets and Sanitation. The Operator agrees to keep premises, facility and appurtenances first hereinabove described free and clear of any and all liens in any way arising out of the Operator's use and maintenance thereof.

### Article X.

*Operation of Facility.*

The Operator agrees to operate the facility subject to all provisions of this Agreement for the convenience of the public during the terms hereof and shall use and occupy the above premises solely for off-street parking of motor vehicles. The Operator shall use his best efforts to secure, maintain and develop the parking business conducted by him under the terms of this Agreement and to increase the same whenever and wherever possible, and shall refrain from and prevent the diversion of any such parking business from the facility whenever possible.

### Article XI.

*Hours of operation.*

The Operator agrees to operate the facility twenty-four (24) hours a day seven (7) days a week, holidays included. The hours of operation may be changed from time to time by the Commissioner, when authorized and directed to do so by the City Council of the City of Chicago. Such change shall take effect within forty-eight (48) hours, Sundays and holidays excluded, after written notice thereof is received by the Operator.

### Article XII.

*Vehicle parking.*

At no time shall the Operator remove or permit or cause to be removed from the premises and facility any vehicle placed thereon for parking purposes without the express consent of the owner or operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator enter or drive, or permit or cause to be entered or driven, any vehicle which has been placed upon the premises for the purpose of self-parking, without the express consent of the owner or operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator accept or cause to be accepted for parking any commercial vehicles, except with the prior written approval signed by the Commissioner. At no time shall the Operator permit or cause to be permitted the parking of any vehicle whatsoever on or in the premises and facility free of charge.

### Article XIII.

*Operator's employees.*

A. The Operator hereby agrees to select, employ and pay such personnel as may be required in the operation of the facility first hereinabove mentioned, unless otherwise specifically provided for in this Agreement. The Operator agrees further that in performing the covenants, promises and conditions under this Agreement, he shall not discriminate against any worker, employee or applicant, nor against any member of the public, on account of race, creed, color or national origin, nor otherwise commit an unfair employment practice.

B. The Operator agrees further to do or cause to be done the following:

1. To supervise, direct and manage the activities of his employees in such manner as to provide prompt, safe, efficient and courteous services as will be adequate to meet all reasonable demands for parking services on the premises and facility, and to provide a sufficient number of said employees as to enable such services to be provided at all times of the operation of said facility.
2. To cause and require all employees serving as attendants on the premises and facility to wear uniforms, caps and badges to be supplied by and at the expense of the Operator and to require said employees at all times to present a neat and clean appearance. The color and design of said uniforms, caps and badges shall be first approved in writing signed by the Commissioner.

### Article XIV.

*Insurance.*

A. The City, at the time or prior to the execution of this Agreement, agrees to furnish all the insurance required under this Agreement and this Article, to be paid from the revenues resulting from the operation of the facility first hereinabove described. All policies of insurance shall name the beneficiary as indicated below and shall be delivered to and held by the City Comptroller. Said insurance shall be placed only with such insurance companies as are approved from time to time by the City Comptroller.

B. Each such insurance policy as set forth in this Article shall contain a provision to the effect that said insurance cannot be cancelled unless the City Comptroller has been notified not less than thirty (30) days prior to the intended cancellation date.

C. In the event that any additional premiums or audits shall be required, the same shall be paid by the City of Chicago from the revenues resulting from the operation of said facility; any return premiums or audits shall be paid to the City of Chicago, for deposit into an appropriate revenue fund.

D. The insurance to be provided as set forth in this Article shall include the following coverages to be maintained during the life of this Agreement:

1. Workmen's Compensation and Occupational Disease Insurance in the names of the City and Operator as insured parties· covering all employees engaged in any work pursuant to this Agreement; liability coverage to be not less than $100,000.00.

2. Fire, Extended Coverage, Vandalism and Malicious Mischief, in the name of the City as the insured party, with not less than eighty (80) percent co-insurance on all buildings included in said facility; liability coverage to be not less than $916,000.00.

3. Fire, Extended Coverage, Vandalism and Malicious Mischief covering the contents in all buildings of said facility, in the names of the City and Operator as insured parties, with not less than ninety (90) percent co-insurance on contents in all buildings of said facility; liability coverage to be not less than $4,000.00. (This coverage shall be applicable only in the event said contents are valued at $2,500.00 or more).

4. Fire, Extended Coverage and Malicious Mischief for business interruption, in the names of the City and Operator as insured parties, contemplating fifty (50) percent of the gross earnings, as determined from previous earnings of said facility; liability coverage to be not less than $178,000.00.

5. Garage Keeper's Legal Liability, Fire and Explosion, Theft of Automobile, and Combined Coverage, in the names of the City and Operator as insured parties· to include riot, civil commotion, vandalism and malicious mischief with a $25.00 deductible provision, and a $100.00 deductible provision for collision and upset.

6. Plate glass coverage, in the names of the City and Operator as insured parties, fully covering all plate glass of the facility.

7. Commercial Blanket Fidelity Bond, in the name of the Operator as the insured party, covering all employees; liability coverage to be not less than $25,000.00.

8. Broad Form Money and Securities Insurance in the name of the Operator as the insured party, covering interior and exterior locations, if necessary, liability coverage to be not less than $3,000.00.

9. Comprehensive Public Liability and Property Damage Insurance in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries from any one accident; and $50,000.00 for property damage resulting from any one accident.

10. Owner's or Landlord's Protective Policy, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries resulting from any one accident; and $50,000.00 for property damage resulting from any one accident.

11. Elevator Liability, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries resulting from any one accident and; $50,000.00 for property damage resulting from any one accident.

## Article XV.

*Destruction of facilities.*

A. In the event the premises and facility or a part thereof shall become damaged or destroyed by fire, explosion, or other casualty, and if the Commissioner determines in his sole judgment that said damages can be repaired within a reasonable time upon notification thereof, the Operator agrees to submit plans and specifications for approval by the Commissioner, which are necessary to restore the premises and facility to the condition which existed prior to said damage, and agrees to make all repairs according to said plans and specifications after approval by the Commissioner. Failure of the Operator to submit said plans and specifications to the Commissioner within ten (10) days after the casualty above described, or failure to commence said restoration work within five (5) days after the Operator has received the plans and specifications as approved by the Commissioner, or failure to complete such restoration work within a reasonable time, will constitute an abandonment by the Operator.

B. The cost of such repairs and restoration described in this Article shall be paid from the funds received by the City and Operator under insurance policies to the extent said costs are thereunder covered. Should any balance of costs remain which are not covered by said insurance policies, fifty (50) percent of said balance shall be paid by the City and fifty (50) percent shall be paid by the Operator.

C. Notwithstanding the foregoing provisions, in the event of a casualty described in Paragraph A of this Article, the Commissioner may elect, in his sole judgment, to consider said premises and facility beyond repair and refuse to permit the repair, reconstruction or restoration of said premises and facility, and upon written notice of said election from the Commissioner to the Operator within thirty (30) days from the date of said casualty, the obligation of the Operator to pay such rent and charges as are hereinafter reserved to the City shall cease and this Agreement shall thereupon terminate; provided, however, that all rents and charges theretofore accrued shall remain due and payable by the Operator forthwith.

## Article XVI.

*Indemnification.*

The Operator shall assume all risks incident to or in connection with his business to be conducted hereunder and shall be solely responsible for all accidents or injuries of whatsoever kind or nature as may be sustained by any persons or property and the Operator shall indemnify, defend and save harmless the City, its officers, agents and employees from any and all claims, suits, losses or damages arising from said accidents or injuries of whatsoever kind of nature, arising directly or indirectly out of the operation of said business, or resulting from the carelessness, negligence or improper conduct of the City, Operator or any of their officers, agents or employees. Said Operator shall also indemnify, defend and save harmless the City, its officers, agents and employees from any penalties for violation of any law, statute, ordinance or regulation affecting its operations.

## Article XVII.

*Operator's Performance Bond.*

The Operator shall deliver to the City at the time of or prior to the execution of this Agreement an approved Government Bond payable to bearer or the City of Chicago or, in lieu thereof, a Performance Bond approved by the City Comptroller and the Corporation Counsel in the amount of $30,000.00. Said bond shall be conditioned upon the full and faithful performance by the Operator of each and every covenant, promise, term, condition, undertaking and agreement set forth in this Agreement.

## Article XVIII.

*Parking fees and charges.*

The Operator hereby agrees to charge for parking vehicles on the premises and facility first hereinabove described the following fees, rates and charges, during the term of this Agreement:

A. *Transient.*

| | |
|---|---|
| 1 hour or less | $0.65 |
| 2 hours | 0.90 |
| Each hour thereafter | 0.25 |
| 12 hour maximum | 2.50 |
| 24 hour maximum | 2.75 |

B. *Monthly.*

| | |
|---|---|
| For each one-month period, once in and once out | $25.00 |

C. It is understood and agreed that parking fees, rates and charges may be changed by the Commissioner when authorized and directed to do so by the City Council of the City of Chicago and the Operator agrees to make such changes when directed to do so by the Commissioner. Fees, rates and charges shall be put into effect within forty-eight (48) hours after written notification thereof has been given to the Operator by the Commissioner and shall remain in effect until changed by the Commissioner as herein provided.

## Article XIX.

*License fees, taxes and charges; budget; and compensation.*

A. *Definitions.*

1. "Basic gross revenue level," is that the revenue income anticipated to be received by Facility No. 9 during the period of this Agreement, and shall be established by considering a selected series of consecutive prior years which, in the judgment of the Commissioner, best represents that average

level of yearly gross revenue received by said Facility, together with any current increase in parking fees authorized by the City Council.

2. "Actual gross revenue level," is the actual dollar amount of gross revenue received by the Facility from parking fees during the period of this Agreement, as shall be determined by an examination of all books and records pertaining to such actual revenues, received, said examination to be conducted by the City after the termination of this Agreement.

3. "Basic or minimum fee," is that amount of compensation which, in the judgment of the Commissioner, represents a reasonable base payment for management services to be rendered by the Operator during the term of this Agreement as compensation for achieving the "basic gross revenue level" during the period of this Agreement.

4. "Additional or incremental fee," is that compensation over and above the "basic or minimum fee" payable to the Operator as determined by certain percentages of "blocks" of $25,000 by which the "actual gross revenue" of the Facility exceeds the "basic gross revenue" received by the Facility during the period of this Agreement, as set forth in Exhibit "A", attached hereto and made a part hereof.

B. *License fees, taxes and charges.*

The Operator shall advance all license fees, taxes and charges assessed under local ordinances and State and Federal statutes to the extent that they are applicable to the operation of the Facility. The Operator shall also secure armored car service for the daily collection of revenue from the Facility and advance payment for such services, the selection of the armored car service to be approved in writing by the Commissioner prior to the use thereof by the Operator.

C. *Budget.*

All expenses incurred or to be incurred by the Operator in anticipation of the advancement of funds under this Agreement shall be set forth in a budget for approval by the Commissioner, on a form prescribed by the Commissioner, which shall include, but shall not be limited to, license fees, taxes, charges, employee payrolls and like expenses. The budget herein provided for shall be submitted no later than thirty (30) days following the execution of this Agreement and shall be supplemented from time to time so as to reflect such changes or additions as may become necessary or as requested by the Commissioner. The Operator shall submit such detailed supporting data as the Commissioner may request. Each expense item for which reimbursement is being claimed shall be designated as a reimbursable item on said budget. No expense item shall be reimbursed to the Operator unless approved by the Commissioner and the Independent Engineer.

D. *Compensation to Operator.*

For full and faithful performance of the provisions contained in this Agreement, the Operator of Facility No. 9 shall be paid for the period of this Agreement as follows:

(1) A basic or minimum fee of $16,000.00, being 4 percent of the basic gross revenue level of said Facility which is hereby set at $400,000.00.

(2) Additional or incremental fees shall be paid on successive "blocks" of gross revenue of $25,000.00 over and above the basic gross revenue level, as set forth in Exhibit "A" attached hereto and made a part hereof.

(3) The combined total fees as reflected in the following Exhibit "A" attached hereto and made a part hereof, embodies the intent and purpose of paragraphs (1) and (2) of this section D.

[Exhibit "A" printed on page 7473 of this Journal]

E. *Settlement and reimbursement.*

The Operator's total fee and expense reimbursement shall be computed, finalized and settled for the entire period of this Agreement, specifically on the basis of actual results of the operation of the Facility for the period covered by this Agreement, as determined by an examination of the books and records of the Operator by the City after the termination of said period: provided, however, that the City shall make monthly payments of fees reimbursable expenses, with quarterly adjustments, which shall substantially cover the Operator's earned fees and actual reimbursable expenses for each month under the following procedure:

(1) It is estimated that the Operator's yearly management fee for Facility No. 9 will be approximately $16,000.00 and that the Operator's annual reimbursable expense will be approximately $161,000.00 making the total annual payment to the Operator to be approximately $177,000.00. The Operator shall receive a monthly reimbursement on one-twelfth of the total approximate yearly payment, or $14,750.00 on the tenth day of the following month for the first eleven months of the Agreement. The final settlement payment shall constitute the twelfth payment.

(2) At the end of each of the first three quarters of the period of this Agreement, the Operator shall submit to the City quarterly expense statements reflecting actual expenses incurred within each said quarter by the Operator for said facility. At the end of each quarter the Commissioner shall review actual management fees earned and expenses incurred and if, in his sole judgment, the estimated monthly reimbursement does not correctly reflect actual operations, he may appropriately adjust the monthly reimbursement to reflect actual operating conditions.

(3) At the end of the fourth quarter of the period of this Agreement, the Operator shall submit to the City the fourth quarterly reimbursable expense statement reflecting actual expenses incurred within said quarter. This quarterly statement, when combined with the three previously submitted quarterly statements, shall be used as the basis for computing the final settlement, subject to the aforementioned audit. Such audit shall be completed within 90 days after the expiration of this Agreement and final settlement shall be made within 120 days after the expiration of this Agreement.

F. In the event that parking rates for Facility No. 9 are increased and are to take effect at any time during the period of this Agreement, this Article XIX shall be subject to review, adjustment and renegotiation by and between the City and the Operator with respect to compensation, and supplemental agreement by and between said parties shall be drawn for the approval of the City Council and execution by the parties.

## Article XX.

*Collection of fees and charges.*

All parking fees and charges made and collected by the Operator and his employees under the terms

(Continued on page 7474)

OPERATOR Rialto Parking Service Corp. FACILITY NO. 9

SCHEDULE OF PAYMENTS TO OPERATOR FOR FEES BASED
ON A "NORMAL" (OR BASIC) YEARLY GROSS REVENUE LEVEL OF $ 400,000

| (1) | (2) | (3) | (4) | (5) | (6) | (7) |
|---|---|---|---|---|---|---|
| IF GROSS REVENUE IS | | | THE OPERATOR'S FEE WILL BE | | | |
| | | | | ON AMOUNT IN COL. 2 | | |
| A STATED AMOUNT OF | PLUS AN AMOUNT OVER COL. 1 OF | OR GRAND TOTAL GROSS REVENUE OF | ON AMOUNT IN COL. 1 | RATE | AMOUNT | OR TOTAL FEE ON AMOUNT IN COL. 3 OF |

GENERAL SCHEDULE OF FEES
STATED ACCORDING TO CONTRACT AND ON A YEARLY BASIS

| (1) | (2) | (3) | (4) | (5) | (6) | (7) |
|---|---|---|---|---|---|---|
| 400,000 | --- | 400,000 | --- | -- | --- | 16,000 |
| 400,000 | 25,000 | 425,000 | 16,000 | 2% | 500 | 16,500 |
| 425,000 | 25,000 | 450,000 | 16,500 | 3% | 750 | 17,250 |
| 450,000 | 25,000 | 475,000 | 17,250 | 4% | 1,000 | 18,250 |
| 475,000 | 25,000 | 500,000 | 18,250 | 5% | 1,250 | 19,500 |
| | All revenue over $500,000 will also carry a 5% fee. | | | | | |

SCHEDULE OF FEES STATED ACCORDING TO CONTRACT AND ON YEARLY BASIS (AS ABOVE)
BUT SHOWING GROSS REVENUES, BEGINNING WITH A MINIMUM YEARLY AMOUNT OF
$ 400,000 , IN INCREASING STEPS OF $10,000 (OR LESS)

| (1) | (2) | (3) | (4) | (5) | (6) | (7) |
|---|---|---|---|---|---|---|
| 400,000 | --- | 400,000 | --- | -- | --- | 16,000 |
| 400,000 | 10,000 | 410,000 | 16,000 | 2% | 200 | 16,200 |
| 410,000 | 10,000 | 420,000 | 16,200 | 2% | 200 | 16,400 |
| 420,000 | 5,000 | 425,000 | 16,400 | 2% | 100 | 16,500 |
| 425,000 | 10,000 | 435,000 | 16,500 | 3% | 300 | 16,800 |
| 435,000 | 10,000 | 445,000 | 16,800 | 3% | 300 | 17,100 |
| 445,000 | 5,000 | 450,000 | 17,100 | 3% | 150 | 17,250 |
| 450,000 | 10,000 | 460,000 | 17,250 | 4% | 400 | 17,650 |
| 460,000 | 10,000 | 470,000 | 17,650 | 4% | 400 | 18,050 |
| 470,000 | 5,000 | 475,000 | 18,050 | 4% | 200 | 18,250 |
| 475,000 | 10,000 | 485,000 | 18,250 | 5% | 500 | 18,750 |
| 485,000 | 10,000 | 495,000 | 18,750 | 5% | 500 | 19,250 |
| 495,000 | 5,000 | 500,000 | 19,250 | 5% | 250 | 19,500 |

OPERATOR'S BASIC FEE ON BASIC GROSS REVENUE LEVEL OF $ 400,000 : $ 16,000

OPERATOR'S TOTAL FEES IF ACTUAL GROSS REVENUE UNDER
BASIC GROSS REVENUE LEVEL OF $ 400,000 : 4 % OF ACTUAL GROSS REVENUE

(Continued from page 7472)

of this Agreement shall be deposited daily with the armored car service referred to in Article XIX. B. hereof and said armored car service shall deposit said fees and charges for credit to such appropriate revenue account as shall be designated by the Commissioner, said procedure set forth in further detail in the Rules and Regulations promulgated by the Bureau of Parking. All such parking fees and charges shall be made pursuant to parking tickets supplied by the City, which shall be time stamped by the Operator and his employees in accordance with the Rules and Regulations hereinabove referred to, with the exception of monthly charges, otherwise provided for therein.

### Article XXI.

*Operator's records.*

The Operator shall keep accurate records, books and accounts in conformity with a system approved by the Commissioner and agrees to permit authorized personnel of the City to examine said records, books and accounts at any reasonable time as a matter of right.

### Article XXII.

*Vacation and abandonment of premises.*

A. If the Operator shall vacate, desert or abandon the premises and facility, or shall permit the same to remain vacated, deserted or abandoned for a period of ten (10) days, or if the Operator shall breach any covenant, promise or condition set forth in this Agreement, or if the Operator shall default in the payment of any rent or charges payable by him under this Agreement, or if the Operator shall sell, assign, or mortgage this Agreement or any provision hereof, or if the Operator shall be in default with respect to his performance of any covenants, promises or conditions contained in this Agreement, or if the Operator shall fail to comply with any of the statutes, ordinances, rules, orders, regulations or requirements of the Federal, State and City government, or any and all of their departments and bureaus applicable or pertinent to said premises and facility, or in the event of the death or incapacity of the Operator, then the Operator's right to possession of the premises and facility thereupon shall cease and terminate, with or without any notice or demand whatsoever if the City so elects but not otherwise. In such event or events hereinabove set forth, whether this Agreement shall be terminated or not, the Operator agrees to surrender to the City possession of the premises and facility immediately without notice to quit or demand for possession of the premises and facility whatsoever, and the Operator hereby grants to the City full and free license to enter into and upon said premises and facility, or any part thereof, to take possession thereof and expel and remove the Operator or any other person who may be occupying the premises and facility or any part thereof, without resort to courts for an order sanctioning such action, and the City may use force in expelling and removing the Operator and such other person as may be reasonably necessary to accomplish said purpose. It is agreed by the Operator that said entry of the premises and facility by the City shall not constitute a trespass or forcible entry or detainer, nor shall it cause forfeiture of charges due by virtue of the provisions of this Agreement, nor a waiver of any covenant agreement or promise in this Agreement to be performed by the Operator.

B. The Operator hereby waives all notice of any election made by the City under this Agreement, demand for revenues or other charges reserved under this Agreement, notice to quit, demand for possession, and any and all notices and demands whatsoever, of every kind and nature, which may or shall be required by any statute of this State relating to forcible entry and detainer, or to landlord and tenant, or any other statute, or under the common law, during the term of this Agreement. The acceptance of any rents or charges reserved by the City under this Agreement, whether in a single instance or repeatedly, after they shall fall due, or after knowledge of any breach hereof by the Operator, or giving or making of any notice or demand, whether according to any statutory provisions or not, or any act or series of acts, except an express written waiver, shall not be construed as a waiver of the City's right to act without notice or demand or any other right hereby given the City, or as an election not to proceed under the provisions of this Agreement.

D. If the Operator shall file a petition in bankruptcy or shall be involuntarily placed in bankruptcy, or shall be adjudicated a bankrupt, or shall make an assignment for the benefit of creditors, or shall take advantage of any provisions in any statute or ordinance for the advantage of insolvent persons, the City may elect to terminate this Agreement and the term hereof and take immediate possession of the premises, facility and appurtenances without notice.

E. In the event the City elects to terminate this Agreement because of a violation of any provisions of this Article, upon such termination the Operator shall compensate the City for any loss in revenue as may be sustained by reason of such termination and provision for such compensation shall be made a condition of the Performance Bond referred to in Article XVII of this Agreement.

F. It is further agreed by and between the parties that the rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

### Article XXIII.

*Costs, expenses and attorney's fees.*

The Operator agrees to pay and discharge all costs, expenses and attorney's fees which shall be incurred and expended by the City in enforcing the covenants, promises and conditions of this Agreement, whether by the institution of litigation or in taking of advice of counsel, or otherwise.

### Article XXIV.

*Notices.*

Notices to the City provided under this Agreement may be sent by registered mail, postage prepaid, addressed to the Commissioner of Streets and Sanitation, Room 707, City Hall, Chicago, Illinois, 60602, and notices to the Operator provided for in this Agreement may be sent by registered mail, postage prepaid, addressed to the Operator at: Rialto Parking Service Corporation, 127 North Dearborn Street, Chicago, Illinois, or in either case to such other respective parties and addresses as the parties hereto may designate in writing from time to time. Such notices shall be deemed to have been given when deposited in any United States Post Office.

### Article XXV.

*Construction of Agreement.*

It is agreed by and between the parties hereto that all general provisions, terms, phrases and expressions shall be subject to rules of construction as will fully implement the true intent and meaning of the parties to this Agreement, including but not limited to, the following:

A. Words importing the singular number may extend and be applied to several persons or things, and words importing the plural number may include the singular.

B. Words importing the masculine gender may be applied to the feminine gender and to impersonal legal entities.

C. The word "month" means a calendar month, and the word "year" means a calendar year, unless otherwise expressed.

### Article XXVI.

*City Council approval.*

This Agreement was authorized by the City Council of the City of Chicago, on the ........... day of ........... A.D., 19.... Council Journal page ............

In Witness Whereof, the parties hereto have caused this Agreement to be executed under their respective seals on the day and year first above written.

City of Chicago, a municipal corporation.
By: ........................................
Commissioner of Streets and Sanitation
By: ........................................
City Comptroller
Operator:
By: ........................................
Title
By: ........................................
Attest Title
(Corporate seal)
Approved:
..............................................
Independent Engineer
Approved as to form and legality, except as to property description and execution:
..............................................
Assistant Corporation Counsel

Acknowledgment by Principal if a Corporation

State of Illinois }
}ss
County of Cook }

I, ..............................................................., a Notary Public in and for said County in the State aforesaid, Do Hereby Certify That ..................................,
(President)
personally known to me to be President and ........
...................................., personally known to me to be
(Secretary)
Secretary of ............................................, appeared
(Name of Corporation)
before me this day in person and acknowledged that they signed, sealed and delivered the foregoing instrument as their free and voluntary act, and as the free and voluntary act of the said..............................
(Name of Corporation)
for the uses and purposes therein set forth.
Given under my hand and Notarial Seal this ........... day of ......................., 19.......
..............................................
Notary Public

SECTION 2. This ordinance shall be effective from and after the date of its passage.

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## Execution of Parking Facility Operator's Lease Agreement Authorized for Parking Facility No. 10.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on December 30, 1969, page 7341, recommending that the City Council pass a proposed ordinance transmitted with the committee's report [Proposed ordinance printed in Committee Pamphlet No. 19], to authorize execution of Parking Facility Operator's Lease Agreement for Parking Facility No. 10 for Year 1970.

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Singer, Fifielski, Kerwin, Wigoda, Sperling—39.

*Nays*—Aldermen Despres, Simon, Scholl, McCutcheon, Hoellen, O'Rourke—6.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Streets and Sanitation is hereby authorized and directed to execute on behalf of the City of Chicago, the City Comptroller to countersign, and the City Clerk to attest, upon approval of the Corporation Counsel as to form and legality, a Parking Facility Operator's Agreement between the City of Chicago and Norman Auto Parks, Incorporated for Chicago Parking Facility No. 10 at No. 535 N. St. Clair Street. Said agreement is attached to this ordinance and made a part hereof, the same as if incorporated herein.

### CITY OF CHICAGO
### PARKING FACILITY
### OPERATOR'S AGREEMENT

This Agreement, made this ........... day of ......................., A.D. 19..., between the City of Chicago, a municipal corporation of the State of Illinois (sometimes hereinafter referred to as "City"), and Norman Auto Parks, Incorporated, an Illinois corporation (sometimes hereinafter referred to as "Operator").

This Agreement Witnesseth:

That for and in consideration of the mutual promises, covenants, terms and conditions, both general and special, as hereinafter set forth, the City hereby grants to the Operator the privileges hereinafter described and the Operator agrees to assume the duties, responsibilities, and obligations as hereinafter set forth, with respect to the premises and parking facility described as follows:

535 North St. Clair Street, Chicago, Illinois, known as City of Chicago Parking Facility No. 10.

This City of Chicago Parking Facility Operator's Agreement constitutes the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences shall be implied or impressed upon such Agreement that are not herein set forth.

The term of this Agreement shall be for the period of one (1) year beginning on the 1st day of January, 1970, and ending on the 31st day of December, 1970, unless said term shall be sooner terminated as hereinafter provided.

### Article I.

*Definition of terms.*

A. "Bureau of Parking" means that agency of the City of Chicago, having management and control of the establishment, operation and maintenance of parking facilities.

B. "Commissioner" means the Commissioner of Streets and Sanitation of the City of Chicago, or any other official designated by the City Council to have administrative supervision over the Bureau of Parking.

C. "Operator" means any natural person, partnership, corporation, company or other legal entity who or which owns, controls, manages and directs the business of parking motor vehicles on public off-street parking lots, or in public off-street parking garages, or in other public off-street parking facilities.

### Article II.

*Assignment or transfer.*

The Operator shall not assign or transfer this Agreement nor any of the rights or privileges granted hereby, nor enter into any contract requiring or permitting the doing of any act hereunder by an independent contractor, unless otherwise expressly provided herein, without prior written approval signed by the Commissioner. If the Operator is a partnership or corporation or legal entity other than a natural person, and control of said entity changes at any time during the term hereof, the City may, at its option, deem and declare such change as a breach of this agreement and take immediate possession of said premises and facility first hereinabove described. It is understood and agreed by and between the City and the Operator that nothing contained in this Agreement is intended or shall be construed as in any way creating or establishing the relationship of co-partners or joint venturers between the parties hereto.

### Article III.

*Present condition of premises.*

The Operator has examined the premises, facilities and appurtenances first hereinabove described, prior to and as a condition precedent to his acceptance and the execution of this Agreement, and is satisfied with the physical condition of said premises, and his taking possession shall constitute conclusive evidence of his receipt thereof in safe and sanitary condition, and in good order and repair, unless otherwise specified herein. The Operator agrees and admits that no representations as to condition or repair have been made by the City or its officers, employees or agents, which are not herein expressed or endorsed hereon, and that no promises to decorate, alter, repair or improve said premises, before, at or after the execution of this Agreement by the parties, not expressly contained herein, have been made by the City or its officers, employees or agents.

### Article IV.

*Future condition of premises.*

The Operator shall keep the premises, facility and appurtenances first hereinabove described in a safe, sanitary and sightly condition, and in good repair, and shall yield the same back to the City upon the termination of this Agreement in such condition and repair, ordinary wear and tear excepted. If said premises and facility shall not be so kept by the Operator, the City may enter the premises (without such entry constituting a termination of the privileges herein granted or an interference with the possession of or construction or other eviction from said premises and facility) and do all things necessary to restore said premises and facility to the condition herein required.

### Article V.

*Signs and advertising.*

The Operator shall not permit or place, post or cause to be placed or posted any sign, billboard, poster, advertising material or similar devices in view of the general public on, in or about the premises and facility without prior written approval signed by the Commissioner. Any such sign, billboard, poster, advertising material or similar devices not authorized by him may be removed by the City and all cost and expense resulting therefrom shall be charged to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses in addition to the rent and charges otherwise reserved in this Agreement. The City hereby reserves the right to erect and maintain such signs or billboards on the premises and facility, from time to time, as the Commissioner may deem advisable.

### Article VI.

*Alterations and additions.*

The Operator shall make no alterations or additions to the premises and facility first hereinabove described without the prior consent of the City as evidenced by approval in writing signed by the Commissioner. All alterations and additions shall remain as part of said premises and facility unless the City shall otherwise elect, as evidenced by prior approval in writing signed by the Commissioner. Said alterations and additions shall include, but are not limited to, locks, bolts and all fixtures.

### Article VII.

*Maintenance by Operator.*

The Operator agrees to maintain the premises and facility, advancing funds therefor, reimbursement being subject to all provisions of this Agreement, from day to day in good condition and repair and agrees to do all things necessary toward that end, particularly, but not limited to, the following:

A. Maintain all wheel stops and blocks.

B. Maintain and care for all planting.

C. Maintain all washrooms, toilets and rest rooms according to acceptable health standards.

D. Maintain the premises and facility in a clean, presentable condition, prevent accumulations of dirt, paper or trash of any kind upon the premises and facility.

E. Remove snow, ice and other obstructions from adjacent driveways and sidewalks. Said snow, ice and like debris to be removed shall not be placed upon the public ways or any portion thereof.

F. Make minor necessary repairs to plumbing, lighting and heating equipment. It is agreed by and between the parties that the Commissioner in his sole judgment shall determine whether a repair is minor or otherwise.

G. Advance payment for all utility services, including gas, heat, water and electricity, reimbursement being subject to all provisions of this Agreement.

Should the Operator fail to comply with any of the obligations listed above, the City may, after five (5) days notice to comply, in the event of noncompliance, enter upon said premises and take all steps necessary to insure compliance with the above obligations, in addition to other remedies set forth herein, charging the cost and expense of such entry and procedure to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses.

### Article VIII.

*Maintenance by City.*

The City agrees to maintain and pay for the following items of maintenance and equipment:

A. Maintain said facility in structural repair.

B. Make necessary major repairs to plumbing, lighting and heating.
C. Remove snow and ice, except from sidewalks and driveways.
D. Supply and maintain cash register.
E. Supply all parking tickets and other forms.
F. Supply and maintain pavement markings.
G. Supply electric light bulbs and replace said bulbs and fuses when necessary.
H. Maintain and replace all gates and barricades.
I. Maintain and keep in good working order the hoists, hoist equipment, lifts and elevators.
J. Maintain and keep in good working order all neon directional, informational, and advertising signs located in the interior or on the exterior of the facility.

### Article IX.

*Compliance with law; Liens.*

The Operator agrees to operate such facility as first hereinabove described in compliance at all times with this Agreement and all laws, statutes, ordinances and rules and regulations which are now in effect or which may be hereafter adopted, particularly, but not limited to, all rules and regulations of the Bureau of Parking, Department of Streets and Sanitation. The Operator agrees to keep premises, facility and appurtenances first hereinabove described free and clear of any and all liens in any way arising out of the Operator's use and maintenance thereof.

### Article X.

*Operation of Facility.*

The Operator agrees to operate the facility subject to all provisions of this Agreement for the convenience of the public during the terms hereof and shall use and occupy the above premises solely for off-street parking of motor vehicles. The Operator shall use his best efforts to secure, maintain and develop the parking business conducted by him under the terms of this Agreement and to increase the same whenever and wherever possible, and shall refrain from and prevent the diversion of any such parking business from the facility whenever possible.

### Article XI.

*Hours of operation.*

The Operator agrees to operate the facility twenty-four (24) hours a day seven (7) days a week, holidays included. The hours of operation may be changed from time to time by the Commissioner, when authorized and directed to do so by the City Council of the City of Chicago. Such change shall take effect within forty-eight (48) hours, Sundays and holidays excluded, after written notice thereof is received by the Operator.

### Article XII.

*Vehicle parking.*

At no time shall the Operator remove or permit or cause to be removed from the premises and facility any vehicle placed thereon for parking purposes without the express consent of the owner or operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator enter or drive, or permit or cause to be entered or driven, any vehicle which has been placed upon the premises for the purpose of self-parking, without the express consent of the owner or operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator accept or cause to be accepted for parking any commercial vehicles, except with the prior written approval signed by the Commissioner. At no time shall the Operator permit or cause to be permitted the parking of any vehicle whatsoever on or in the premises and facility free of charge.

### Article XIII.

*Operator's employees.*

A. The Operator hereby agrees to select, employ and pay such personnel as may be required in the operation of the facility first hereinabove mentioned, unless otherwise specifically provided for in this Agreement. The Operator agrees further that in performing the covenants, promises and conditions under this Agreement, he shall not discriminate against any worker, employee or applicant, nor against any member of the public, on account of race, creed, color or national origin, nor otherwise commit an unfair employment practice.

B. The Operator agrees further to do or cause to be done the following:

1. To supervise, direct and manage the activities of his employees in such manner as to provide prompt, safe, efficient and courteous services as will be adequate to meet all reasonable demands for parking services on the premises and facility, and to provide a sufficient number of said employees as to enable such services to be provided at all times of the operation of said facility.
2. To cause and require all employees serving as attendants on the premises and facility to wear uniforms, caps and badges to be supplied by and at the expense of the Operator and to require said employees at all times to present a neat and clean appearance. The color and design of said uniforms, caps and badges shall be first approved in writing signed by the Commissioner.

### Article XIV.

*Insurance.*

A. The City, at the time or prior to the execution of this Agreement, agrees to furnish all the insurance required under this Agreement and this Article, to be paid from the revenues resulting from the operation of the facility first hereinabove described. All policies of insurance shall name the beneficiary as indicated below and shall be delivered to and held by the City Comptroller. Said insurance shall be placed only with such insurance companies as are approved from time to time by the City Comptroller.

B. Each such insurance policy as set forth in this Article shall contain a provision to the effect that said insurance cannot be cancelled unless the City Comptroller has been notified not less than thirty (30) days prior to the intended cancellation date.

C. In the event that any additional premiums or audits shall be required, the same shall be paid by the City of Chicago from the revenues resulting from the operation of said facility; any return premiums or audits shall be paid to the City of Chicago, for deposit into an appropriate revenue fund.

D. The insurance to be provided as set forth in this Article shall include the following coverages to be maintained during the life of this Agreement.

1. Workmen's Compensation and Occupational Disease Insurance in the names of the City and Operator as insured parties, covering all employees engaged in any work pursuant to this Agreement; liability coverage to be not less than $100,000.00.

2. Fire, Extended Coverage, Vandalism and Malicious Mischief, in the name of the City as the insured party, with not less than eighty (80) per-

cent co-insurance on all buildings included in said facility; liability coverage to be not less than $480,000.00.

3. Fire, Extended Coverage, Vandalism and Malicious Mischief covering the contents in all buildings of said facility, in the names of the City and Operator as insured parties, with not less than ninety (90) per cent co-insurance on contents in all buildings of said facility; liability coverage to be not less than $4,000.00. (This coverage shall be applicable only in the event said contents are valued at $2,500.00 or more).

4. Fire, Extended Coverage and Malicious Mischief for business interruption, in the names of the City and Operator as insured parties, contemplating fifty (50) percent of the gross earnings, as determined from previous earnings of said facility; liability coverage to be not less than $61,000.00.

5. Garage Keeper's Legal Liability, Fire and Explosion, Theft of Automobile, and Combined Coverage, in the names of the City and Operator as insured parties, to include riot, civil commotion, vandalism and malicious mischief with a $25.00 deductible provision, and a $100.00 deductible provision for collision and upset.

7. Commercial Blanket Fidelity Bond, in the name of the Operator as the insured party, covering all employees; liability coverage to be not less than $25,000.00.

8. Broad Form Money and Securities Insurance, in the name of the Operator as the insured party, covering interior and exterior locations, if necessary, liability coverage to be not less than $3,000.

9. Comprehensive Public Liability and Property Damage Insurance, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries from any one accident; and $50,000.00 for property damage resulting from any one accident.

10. Owner's or Landlord's Protective Policy, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries resulting from any one accident; and $50,000.00 for property damage resulting from any one accident.

11. Elevator Liability, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries resulting from any one accident; and $50,000.00 for property damage resulting from any one accident.

## Article XV.

*Destruction of facilities.*

A. In the event the premises and facility or a part thereof shall become damaged or destroyed by fire, explosion, or other casualty, and if the Commissioner determines in his sole judgment that said damages can be repaired within a reasonable time upon notification thereof, the Operator agrees to submit plans and specifications for approval by the Commissioner, which are necessary to restore the premises and facility to the condition which existed prior to said damage, and agrees to make all repairs according to said plans and specifications after approval by the Commissioner. Failure of the Operator to submit said plans and specifications to the Commissioner within ten (10) days after the casualty above described, or failure to commence said restoration work within five (5) days after the Operator has received the plans and specifications as approved by the Commissioner, or failure to complete such restoration work within a reasonable time, will constitute an abandonment by the Operator.

B. The cost of such repairs and restoration described in this Article shall be paid from the funds received by the City and Operator under insurance policies to the extent said costs are thereunder covered. Should any balance of costs remain which are not covered by said insurance policies, fifty (50) percent of said balance shall be paid by the City and fifty (50) percent shall be paid by the Operator.

C. Notwithstanding the foregoing provisions, in the event of a casualty described in Paragraph A of this Article, the Commissioner may elect, in his sole judgment, to consider said premises and facility beyond repair and refuse to permit the repair, reconstruction or restoration of said premises and facility, and upon written notice of said election from the Commissioner to the Operator within thirty (30) days from the date of said casualty, the obligation of the Operator to pay such rent and charges as are hereinafter reserved to the City shall cease and this Agreement shall thereupon terminate; provided, however, that all rents and charges theretofore accrued shall remain due and payable by the Operator forthwith.

## Article XVI.

*Indemnification.*

The Operator shall assume all risks incident to or in connection with his business to be conducted hereunder and shall be solely responsible for all accidents or injuries of whatsoever kind or nature as may be sustained by any persons or property and the Operator shall indemnify, defend and save harmless the City, its officers, agents and employees from any and all claims, suits, losses or damages arising from said accidents or injuries of whatsoever kind of nature, arising directly or indirectly out of the operation of said business, or resulting from the carelessness, negligence or improper conduct of the City, Operator or any of their officers, agents or employees. Said Operator shall also indemnify, defend and save harmless the City, its officers, agents and employees from any penalties for violation of any law, statute, ordinance or regulation affecting its operations.

## Article XVII.

*Operator's Performance Bond.*

The Operator shall deliver to the City at the time of or prior to the execution of this Agreement an approved Government Bond payable to bearer or the City of Chicago or, in lieu thereof, a Performance Bond approved by the City Comptroller and the Corporation Counsel in the amount of $10,000.00. Said bond shall be conditioned upon the full and faithful performance by the Operator of each and every covenant, promise, term, condition, undertaking and agreement set forth in this Agreement.

## Article XVIII.

*Parking fees and charges.*

The Operator hereby agrees to charge for parking vehicles on the premises and facility first hereinabove described the following fees, rates and charges, during the term of this Agreement:

A. *Transient.*

| | |
|---|---|
| 1 hour or less | $0.75 |
| 2 hours | 1.00 |
| Each hour thereafter | 0.25 |
| 12 hour maximum | 2.00 |
| 18 hour maximum | 2.25 |
| 24 hour maximum | 2.50 |

B. *Monthly.*

| | |
|---|---|
| For each one-month period, unrestricted | $25.00 |

C. It is understood and agreed that parking fees, rates and charges may be changed by the Commissioner when authorized and directed to do so by the City Council of the City of Chicago and the Operator agrees to make such changes when directed to do so by the Commissioner. Fees, rates and charges shall be put into effect within forty-eight (48) hours after written notification thereof has been given to the Operator by the Commissioner and shall remain in effect until changed by the Commissioner as herein provided.

Article XIX.

*License fees, taxes and charges; budget; and compensation.*

A. *Definitions.*

1. "Basic gross revenue level," is that the revenue income anticipated to be received by Facility No. 10 during th period of this Agreement, and shall be established by considering a selected series of consecutive prior years which, in the judgment of the Commissioner, best represents that average level of yearly gross revenue received by said Facility, together with any current increase in parking fees authorized by the City Council.

2. "Actual gross revenue level," is the actual dollar amount of gross revenue received by the Facility from parking fees during the period of this Agreement, as shall be determined by an examination of all books and records pertaining to such actual revenues received, said examination to be conducted by the City after the termination of this Agreement.

3. "Basic or minimum fee," is that amount of Compensation which, in the judgment of the Commissioner, represents a reasonable base payment for management services to be rendered by the Operator during the term of this Agreement as compensation for achieving the "basic gross revenue level" during the period of this Agreement.

4. "Additional or incremental fee," is that compensation over and above the "basic or minimum fee" payable to the Operator as determined by certain percentages of "blocks" of $25,000 by which the "actual gross revenue" of the Facility exceeds the "basic gross revenue" received by the Facility during the period of this Agreement, as set forth in Exhibit "A", attached hereto and made a part hereof.

B. *License fees, taxes and charges.*

The Operator shall advance all license fees, taxes and charges assessed under local ordinances and State and Federal Statutes to the extent that they are applicable to the operation of the Facility. The Operator shall also secure armored car service for the daily collection of revenue from the Facility and advance payment for such services, the selection of the armored car service to be approved in writing by the Commissioner prior to the use thereof by the Operator.

C. *Budget.*

All expenses incurred or to be incurred by the Operator in anticipation of the advancement of funds under this Agreement shall be set forth in a budget for approval by the Commissioner, on a form prescribed by the Commissioner, which shall include, but shall not be limited to, license fees, taxes, charges, employee payrolls and like expenses. The budget herein provided for shall be submitted no later than thirty (30) days following the execution of this Agreement and shall be supplemented from time to time so as to reflect such changes or additions as may become necessary or as requested by the Commissioner. The Operator shall submit such detailed supporting data as the Commissioner may request. Each expense item for which reimbursement is being claimed shall be designated as a reimbursable item on said budget. No expense item shall be reimbursed to the Operator unless approved by the Commissioner and the Independent Engineer.

D. *Compensation to Operator.*

For full and faithful performance of the provisions contained in this Agreement, the Operator of Facility No. 10 shall be paid for the period of this Agreement, as follows:

(1) A basic or minmum fee of $8,750.00, being 5 percent of the basic gross revenue level of said Facility which is hereby set at $175,000.00.

(2) Additional or incremental fees shall be paid on successive "blocks" of gross revenue of $25,000.00 over and above the basic gross revenue level, as set forth in Exhibit "A" attached hereto and made a part hereof.

(3) The combined total fees as reflected in the following Exhibit "A" attached hereto and made a part hereof, embodies the intent and purpose of paragraphs (1) and (2) of this section D.

[Exhibit "A" printed on page 7480 of this Journal]

E. *Settlement and reimbursement.*

The Operator's total fee and expense reimbursement shall be computed, finalized and settled for the entire period of this Agreement, specifically on the basis of actual results of the operation of the Facility for the period covered by this Agreement, as determined by an examination of the books and records of the Operator by the City after the termination of said period: provided, however, that the City shall make monthly payments of fees reimbursable expenses, with quarterly adjustments, which shall substantially cover the Operator's earned fees and actual reimbursable expenses for each month under the following procedure:

(1) It is estimated that the Operator's yearly management fee for Facility No. 10 will be approximately $7,500.00 and that the Operator's annual reimbursable expense will be approximately $73,500.00 making the total annual payment to the Operator to be approximately $81,000.00. The Operator shall receive a monthly reimbursement on one-twelfth of the total approximate yearly payment, or $6,750.00 on the tenth day of the following month for the first eleven months of the Agreement. The final settlement payment shall constitute the twelfth payment.

(2) At the end of each of the first three quarters of the period of this Agreement, the Operator shall submit to the City quarterly expense statements reflecting actual expenses incurred within each said quarter by the Operator for said facility. At the end of each quarter the Commissioner shall review actual management fees earned and expenses incurred and if, in his sole judgement, the estimated monthly reimbursement does not correctly reflect actual operations, he may appropriately adjust the monthly reimbursement to reflect actual operating conditions.

(3) At the end of the fourth quarter of the period of this Agreement, the Operator shall submit to the City the fourth quarterly reimbursable expense statement reflecting actual expenses incurred within said quarter. This quarterly statement, when combined with the three previously submitted quar-

(Continued on page 7481)

OPERATOR Norman Auto Parks, Inc. FACILITY NO. 10

SCHEDULE OF PAYMENTS TO OPERATOR FOR FEES BASED
ON A "NORMAL" (OR BASIC) YEARLY GROSS REVENUE LEVEL OF $ 175,000

| (1) | (2) | (3) | (4) | (5) | (6) | (7) |
|---|---|---|---|---|---|---|
| IF GROSS REVENUE IS | | | THE OPERATOR'S FEE WILL BE | | | |
| | | | | ON AMOUNT IN COL. 2 | | |
| A STATED AMOUNT OF | PLUS AN AMOUNT OVER COL. 1 OF | OR GRAND TOTAL GROSS REVENUE OF | ON AMOUNT IN COL. 1 | RATE | AMOUNT | OR TOTAL FEE ON AMOUNT IN COL. 3 OF |
| GENERAL SCHEDULE OF FEES STATED ACCORDING TO CONTRACT AND ON A YEARLY BASIS | | | | | | |
| 175,000 | - | 175,000 | - | - | - | 8,750 |
| 175,000 | 25,000 | 200,000 | 8,750 | 2% | 500 | 9,250 |
| 200,000 | 25,000 | 225,000 | 9,250 | 3% | 750 | 10,000 |
| 225,000 | 25,000 | 250,000 | 10,000 | 4% | 1,000 | 11,000 |
| 250,000 | 25,000 | 275,000 | 11,000 | 5% | 1,250 | 12,250 |
| | All Revenue over $275,000 will also carry a 5% fee | | | | | |

SCHEDULE OF FEES STATED ACCORDING TO CONTRACT AND ON YEARLY BASIS (AS ABOVE)
BUT SHOWING GROSS REVENUES, BEGINNING WITH A MINIMUM YEARLY AMOUNT OF
$__________, IN INCREASING STEPS OF $10,000 (OR LESS)

| | | | | | | |
|---|---|---|---|---|---|---|
| 175,000 | - | 175,000 | - | - | - | 8,750 |
| 175,000 | 10,000 | 185,000 | 8,750 | 2% | 200 | 8,950 |
| 185,000 | 10,000 | 195,000 | 8,950 | 2% | 200 | 9,150 |
| 195,000 | 5,000 | 200,000 | 9,150 | 2% | 100 | 9,250 |
| 200,000 | 10,000 | 210,000 | 9,250 | 3% | 300 | 9,550 |
| 210,000 | 10,000 | 220,000 | 9,550 | 3% | 300 | 9,850 |
| 220,000 | 5,000 | 225,000 | 9,850 | 3% | 150 | 10,000 |
| 225,000 | 10,000 | 235,000 | 10,000 | 4% | 400 | 10,400 |
| 235,000 | 10,000 | 245,000 | 10,400 | 4% | 400 | 10,800 |
| 245,000 | 5,000 | 250,000 | 10,800 | 4% | 200 | 11,000 |
| 250,000 | 10,000 | 260,000 | 11,000 | 5% | 500 | 11,500 |
| 260,00 | 10,000 | 270,000 | 11,500 | 5% | 500 | 12,000 |
| 270,000 | 5,000 | 275,000 | 12,000 | 5% | 250 | 12,250 |

OPERATOR'S BASIC FEE ON BASIC GROSS REVENUE LEVEL OF $ 175,000 : $ 8,750

OPERATOR'S TOTAL FEES IF ACTUAL GROSS REVENUE UNDER
BASIC GROSS REVENUE LEVEL OF $ 175,000 : 5 % OF ACTUAL GROSS REVENUE

(Continued from page 7479)

terly statements, shall be used as the basis for computing the final settlement, subject to the aforementioned audit. Such audit shall be completed within 90 days after the expiration of this Agreement and final settlement shall be made within 120 days after the expiration of this Agreement.

F. In the event that parking rates for Facility No. 10 are increased and are to take effect at any time during the period of this Agreement, this Article XIX shall be subject to review, adjustment and renegotiation by and between the City and the Operator with respect to compensation, and supplemental agreement by and between said parties shall be drawn for the approval of the City and execution by the parties.

### Article XX.

*Collection of fees and charges.*

All parking fees and charges made and collected by the Operator and his employees under the terms of this Agreement shall be deposited daily with the armored car service referred to in Article XIX. B. hereof and said armored car service shall deposit said fees and charges for credit to such appropriate revenue account as shall be designated by the Commissioner, said procedure set forth in further detail in the Rules and Regulations promulgated by the Bureau of Parking. All such parking fees and charges shall be made pursuant to parking tickets supplied by the City, which shall be time stamped by the Operator and his employees in accordance with the Rules and Regulations hereinabove referred to, with the exception of monthly charges, otherwise provided for therein.

### Article XXI.

*Operator's records.*

The Operator shall keep accurate records, books and accounts in conformity with a system approved by the Commissioner and agrees to permit authorized personnel of the City to examine said records, books and accounts at any reasonable time as a matter of right.

### Article XXII.

*Vacation and abandonment of premises.*

A. If the Operator shall vacate, desert or abandon the premises and facility, or shall permit the same to remain vacated, deserted or abandoned for a period of ten (10) days, or if the Operator shall breach any covenant, promise or condition set forth in this Agreement, or if the Operator shall default in the payment of any rent or charges payable by him under this Agreement, or if the Operator shall sell, assign, or mortgage this Agreement or any provision hereof, or if the Operator shall be in default with respect to his performance of any covenants, promises or conditions contained in this Agreement, or if the Operator shall fail to comply with any of the statutes, ordinances, rules, orders, regulations or requirements of the Federal, State and City government, or any and all of their departments and bureaus applicable or pertinent to said premises and facility, or in the event of the death or incapacity of the Operator, then the Operator's right to possession of the premises and facility thereupon shall cease and terminate, with or without any notice or demand whatsoever if the City so elects but not otherwise. In such event or events hereinabove set forth, whether this Agreement shall be terminated or not, the Operator agrees to surrender to the City possession of the premises and facility immediately without notice to quit or demand for possession of the premises and facility whatsoever, and the Operator hereby grants to the City full and free license to enter into and upon said premises and facility, or any part thereof, to take possession thereof and expel and remove the Operator or any other person who may be occupying the premises and facility or any part thereof, without resort to courts for an order sanctioning such action, and the City may use force in expelling and removing the Operator and such other person as may be reasonably necessary to accomplish said purpose. It is agreed by the Operator that said entry of the premises and facility by the City shall not constitute a trespass or forcible entry or detainer, nor shall it cause forfeiture of charges due by virtue of the provisions of this Agreement, nor a waiver of any covenant agreement or promise in this Agreement to be performed by the Operator.

B. The Operator hereby waives all notice of any election made by the City under this Agreement, demand for revenues or other charges reserved under this Agreement, notice to quit, demand for possession, and any and all notices and demands whatsoever, of every kind and nature, which may or shall be required by any statute of this State relating to forcible entry and detainer, or to landlord and tenant, or any other statute, or under the common law, during the term of this Agreement. The acceptance of any rents or charges reserved by the City under this Agreement, whether in a single instance or repeatedly, after they shall fall due, or after knowledge of any breach hereof by the Operator, or giving or making of any notice or demand, whether according to any statutory provisions or not, or any act or series of acts, except an express written waiver, shall not be construed as a waiver of the City's right to act without notice or demand or any other right hereby given the City, or as an election not to proceed under the provisions of this Agreement.

D. If the Operator shall file a petition in bankruptcy or shall be involuntarily placed in bankruptcy, or shall be adjudicated a bankrupt, or shall make an assignment for the benefit of creditors, or shall take advantage of any provisions in any statute or ordinance for the advantage of insolvent persons, the City may elect to terminate this Agreement and the term hereof and take immediate possession of the premises, facility and appurtenances without notice.

E. In the event the City elects to terminate this Agreement because of a violation of any provisions of this Article, upon such termination the Operator shall compensate the City for any loss in revenue as may be sustained by reason of such termination and provision for such compensation shall be made a condition of the Performance Bond referred to in Article XVII of this Agreement.

F. It is further agreed by and between the parties that the rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

### Article XXIII.

*Costs, expenses and attorney's fees.*

The Operator agrees to pay and discharge all costs, expenses and attorney's fees which shall be incurred and expended by the City in enforcing the covenants, promises and conditions of this Agreement, whether by the institution of litigation or in taking of advice of counsel, or otherwise.

### Article XXIV.

*Notices.*

Notices to the City provided under this Agreement may be sent by registered mail, postage prepaid, addressed to the Commissioner of Streets and Sanitation, Room 707, City Hall, Chicago, Illinois, 60602, and notices to the Operator provided for in this Agreement may be sent by registered mail, postage prepaid, addressed to the Operator at: Norman Auto Parks, Incorporated, 535 North St. Clair Street, Chicago, Illinois, or in either case to such other respective parties and addresses as the parties hereto may designate in writing from time to time. Such notices shall be deemed to have been given when deposited in any United States Post Office.

### Article XXV.

*Construction of Agreement.*

It is agreed by and between the parties hereto that all general provisions, terms, phrases and expressions shall be subject to rules of construction as will fully implement the true intent and meaning of the parties to this Agreement, including but not limited to, the following:

A. Words importing the singular number may extend and be applied to several persons or things, and words importing the plural number may include the singular.

B. Words importing the masculine gender may be applied to the feminine gender and to impersonal legal entities.

C. The word "month" means a calendar month, and the word "year" means a calendar year, unless otherwise expressed.

### Article XXVI.

*City Council approval.*

This Agreement was authorized by the City Council of the City of Chicago, on the ............ day of ............ A.D., 19.... Council Journal page ............

In Witness Whereof, the parties hereto have caused this Agreement to be executed under their respective seals on the day and year first above written.

City of Chicago, a municipal corporation.
By: ..........................................
Commissioner of Streets and Sanitation
By: ..........................................
City Comptroller
Operator:
By: ..........................................
Title
By: ..........................................
Attest Title
(Corporate seal)
Approved:
..........................................
Independent Engineer
Approved as to form and legality, except as to property description and execution:
..........................................
Assistant Corporation Counsel

Acknowledgment by Principal if a Corporation

State of Illinois }
}ss
County of Cook }

I, .............................................................., a Notary Public in and for said County in the State aforesaid, Do Hereby Certify That ....................................,
(President)
personally known to me to be President and ........ ...................................., personally known to me to be
(Secretary)
Secretary of ..............................................., appeared
(Name of Corporation)
before me this day in person and acknowledged that they signed, sealed and delivered the foregoing instrument as their free and voluntary act, and as the free and voluntary act of the said................................
(Name of Corporation)
for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this ........... day of ........................, 19.......

..............................................
Notary Public

SECTION 2. This ordinance shall be effective from and after the date of its passage.

## Execution of Parking Facility Operator's Lease Agreement Authorized for Parking Facility No. 18.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on December 30, 1969, page 7341, recommending that the City Council pass a proposed ordinance transmitted with the committee's report [Proposed ordinance printed in Committee Pamphlet No. 19], to authorize execution of Parking Facility Operator's Lease Agreement for Parking Facility No. 18 for Year 1970.

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Singer, Fifielski, Kerwin, Wigoda, Sperling—39.

*Nays*—Aldermen Despres, Simon, Scholl, McCutcheon, Hoellen, O'Rourke—6.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Streets and Sanitation is hereby authorized and directed to execute on behalf of the City of Chicago, the City Comptroller to countersign, and the City Clerk to attest, upon approval of the Corporation Counsel as to form and legality, a Parking Facility Operator's Agreement between the City of Chicago and G and J Parking for Chicago Parking Facility No. 18 at No. 4050 W. Washington Boulevard. Said agreement is attached to this ordinance and made a part hereof, the same as if incorporated herein.

### CITY OF CHICAGO
### PARKING FACILITY
### OPERATOR'S AGREEMENT

This Agreement, made this ........................ day of ..........................., A.D. 19...., between the City of Chicago, a municipal corporation of the State of Illinois (sometimes hereinafter referred to as "City"), and Harry and Narissa Johnson d/b/a, G. and J. Parking (sometimes hereinafter referred to as "Operator").

This Agreement Witnesseth:

That for and in consideration of the mutual promises, covenants, terms and conditions, both general and special, as hereinafter set forth, the City hereby grants to the Operator the privileges hereinafter described and the Operator agrees to assume the duties, responsibilities, and obligations as hereinafter set forth, with respect to the premises and parking facility described as follows:

4050 West Washington Blvd., Chicago, Illinois, known as City of Chicago Parking Facility No. 18.

This City of Chicago Parking Facility Operator's Agreement constitutes the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences shall be implied or impressed upon such Agreement that are not herein set forth.

The term of this Agreement shall be for the period of one (1) year beginning on the 1st day of January, 1970, and ending on the 31st day of December, 1970, unless said terms shall be sooner terminated as hereinafter provided.

### Article I.

*Definition of terms.*

A. "Bureau of Parking" means that agency of the City of Chicago, having management and control of the establishment, operation and maintenance of parking facilities.

B. "Commissioner" means the Commissioner of Streets and Sanitation of the City of Chicago, or any other official designated by the City Council to have administrative supervision over the Bureau of Parking.

C. "Operator" means any natural person, partnership, corporation, company or other legal entity who or which owns, controls, manages and directs the business of parking motor vehicles on public off-street parking lots, or in public off-street parking garages, or in other public off-street parking facilities.

### Article II.

*Assignment or transfer.*

The Operator shall not assign or transfer this Agreement nor any of the rights or privileges granted hereby, nor enter into any contract requiring or permitting the doing of any act hereunder by an independent contractor, unless otherwise expressly provided herein, without prior written approval signed by the Commissioner. If the Operator is a partnership or corporation or legal entity other than a natural person, and control of said entity changes at any time during the term hereof, the City may, at its option, deem and declare such change as a breach of this Agreement and take immediate possession of said premises and facility first hereinabove described. It is understood and agreed by and between the City and the Operator that nothing contained in this Agreement is intended or shall be construed as in any way creating or establishing the relationship of co-partners or joint venturers between the parties hereto.

### Article III.

*Present condition of premises.*

The Operator has examined the premises, facilities and appurtenances first hereinabove described, prior to and as a condition precedent to his acceptance and the execution of this Agreement, and is satisfied with the physical condition of said premises, and his taking possession shall constitute conclusive evidence of his receipt thereof in safe and sanitary condition, and in good order and repair, unless otherwise specified herein. The Operator agrees and admits that no representations as to condition or repair have been made by the City or its officers, employees or agents, which are not herein expressed or endorsed hereon, and that no promises to decorate, alter, repair or improve said premises, before, at or after the execution of this Agreement by the parties, not expressly contained herein, have been made by the City or its officers, employees or agents.

### Article IV.

*Future condition of premises.*

The Operator shall keep the premises, facility and appurtenances first hereinabove described in a safe, sanitary and sightly condition, and in good repair, and shall yield the same back to the City upon the termination of this Agreement in such condition and repair, ordinary wear and tear excepted. If said premises and facility shall not be so kept by the Operator, the City may enter the premises (without such entry constituting a termination of the privileges herein granted or an interference with the possession of or construction or other eviction from said premises and facility) and do all things necessary to restore said premises and facility to the condition herein required.

### Article V.

*Signs and advertising.*

The Operator shall not permit or place, post or cause to be placed or posted any sign, billboard, poster, advertising material or similar devices in view of the general public on, in or about the premises and facility without prior written approval signed by the Commissioner. Any such sign, billboard, poster, advertising material or similar devices not authorized by him may be removed by the City and all cost and expense resulting therefrom shall be charged to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses in addition to the rent and charges otherwise reserved in this Agreement. The City hereby reserves the right to erect and maintain such signs or billboards on the premises and facility, from time to time, as the Commissioner may deem advisable.

### Article VI.

*Alterations and additions.*

The Operator shall make no alterations or additions to the premises and facility first hereinabove described without the prior consent of the City as evidenced by approval in writing signed by the Commissioner. All alterations and additions shall remain as part of said premises and facility unless the City shall otherwise elect, as evidenced by prior approval in writing signed by the Commissioner. Said alterations and additions shall include, but are not limited to, locks, bolts and all fixtures.

### Article VII.

*Maintenance by Operator.*

The Operator agrees to maintain the premises and facility, advancing funds therefor, reimbursement being subject to all provisions of this Agreement, from day to day in good condition and repair and agrees to do all things necessary toward that end, particularly, but not limited to, the following:

A. Maintain all wheel stops and blocks.

B. Maintain and care for all planting.

C. Maintain all washrooms, toilets and rest rooms according to acceptable health standards.

D. Maintain the premises and facility in a clean, presentable condition, prevent accumulations of dirt, paper or trash of any kind upon the premises and facility.

E. Remove snow, ice and other obstructions from adjacent driveways and sidewalks. Said snow, ice and like debris to be removed shall not be placed upon the public ways or any portion thereof.

F. Make minor necessary repairs to plumbing, lighting and heating equipment. It is agreed by and between the parties that the Commissioner in his sole judgment shall determine whether a repair is minor or otherwise.

G. Advance payment for all utility services, including gas, heat, water and electricity, reimbursement being subject to all provisions of this Agreement.

Should the Operator fail to comply with any of the obligations listed above, the City may, after five (5) days notice to comply, in the event of non-compliance, enter upon said premises and take all steps necessary to insure compliance with the above obligations, in addition to other remedies set forth herein, charging the cost and expense of such entry and procedure to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses.

### Article VIII.

*Maintenance by City.*

The City agrees to maintain and pay for the following items of maintenance and equipment:

A. Maintain said facility in structural repair.

B. Make necessary major repairs to plumbing, lighting and heating.

C. Remove snow and ice, except from sidewalks and driveways.

D. Supply and maintain cash register.

E. Supply all parking tickets and other forms.

F. Supply and maintain pavement markings.

G. Supply electric light bulbs and replace said bulbs and fuses when necessary.

H. Maintain and replace all gates and barricades.

I. Maintain and keep in good working order the hoists, hoist equipment, lifts and elevators.

J. Maintain and keep in good working order all neon directional, informational, and advertising signs located in the interior or on the exterior of the facility.

### Article IX.

*Compliance with law; Liens.*

The Operator agrees to operate such facility as first hereinabove described in compliance at all times with this Agreement and all laws, statutes, ordinances and rules and regulations which are now in effect or which may be hereafter adopted, particularly, but not limited to, all rules and regulations of the Bureau of Parking, Department of Streets and Sanitation. The Operator agrees to keep premises, facility and appurtenances first hereinabove described free and clear of any and all liens in any way arising out of the Operator's use and maintenance thereof.

### Article X.

*Operation of facility.*

The Operator agrees to operate the facility subject to all provisions of this Agreement for the convenience of the public during the terms hereof and shall use and occupy the above premises solely for off-street parking of motor vehicles. The Operator shall use his best efforts to secure, maintain and develop the parking business conducted by him under the terms of this Agreement and to increase the same whenever and wherever possible, and shall refrain from and prevent the diversion of any such parking business from the facility whenever possible.

### Article XI.

*Hours of operation.*

The Operator agrees to operate the facility twenty-four (24) hours a day, seven (7) days a week, holidays included. The actual hours of operation will be determined by the Commissioner and may be changed from time to time at his sole discretion. Such change shall take effect within forty-eight (48) hours, Sundays and holidays excluded, after written notice thereof is received by the operator.

### Article XII.

*Vehicle parking.*

At no time shall the Operator remove or permit or cause to be removed from the premises and facility any vehicle placed thereon for parking purposes without the express consent of the owner or operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator enter or drive, or permit or cause to be entered or driven, any vehicle which has been placed upon the premises for the purpose of self-parking, without the express consent of the owner or operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator accept or cause to be accepted for parking any commercial vehicles, except with the prior written approval signed by the Commissioner. At no time shall the Operator permit or cause to be permitted the parking of any vehicle whatsoever on or in the premises and facility free of charge.

### Article XIII.

*Operator's employees.*

A. The Operator hereby agrees to select, employ and pay such personnel as may be required in the operation of the facility first hereinabove mentioned, unless otherwise specifically provided for in this Agreement. The Operator agrees further that in performing the covenants, promises and conditions under this Agreement, he shall not discriminate against any worker, employee or applicant, nor against any member of the public, on account of race, creed, color or national origin, nor otherwise commit an unfair employment practice.

B. The Operator agrees further to do or cause to be done the following:

1. To supervise, direct and manage the activities of his employees in such manner as to provide prompt, safe, efficient and courteous services as will be adequate to meet all reasonable demands for parking services on the premises and facility, and to provide a sufficient number of said employees as to enable such services to be provided at all times of the operation of said facility.
2. To cause and require all employees serving as attendants on the premises and facility to wear uniforms, caps and badges to be supplied by and at the expense of the Operator and to require said employees at all times to present a neat and clean appearance. The color and design of said uniforms, caps and badges shall be first approved in writing signed by the Commissioner.

### Article XIV.

*Insurance.*

A. The City, at the time or prior to the execution of this Agreement, agrees to furnish all the insurance required under this Agreement and this Article, to be paid from the revenues resulting from the operation of the facility first hereinabove described. All policies of insurance shall name the beneficiary as indicated below and shall be delivered to and held by the City Comptroller. Said insurance shall be placed only with such insurance companies as are approved from time to time by the City Comptroller.

B. Each such insurance policy as set forth in this Article shall contain a provision to the effect that said insurance cannot be cancelled unless the City Comptroller has been notified not less than thirty (30) days prior to the intended cancellation date.

C. In the event that any additional premiums or audits shall be required, the same shall be paid by the City of Chicago from the revenues resulting from the operation of said facility; any return premiums or audits shall be paid to the City of Chicago, for deposit into an appropriate revenue fund.

D. The insurance to be provided as set forth in this Article shall include the following coverages to be maintained during the life of this Agreement:

1. Workmen's Compensation and Occupational Disease Insurance in the names of the City and Operator as insured parties, covering all employees engaged in any work pursuant to this Agreement; liability coverage to be not less than $100,000.00.

2. Not applicable to this contract.

3. Not applicable to this contract.

4. Not applicable to this contract.

5. Garage Keeper's Legal Liability, Fire and Explosion, Theft of Automobile, and Combined Coverage, in the names of the City and Operator as insured parties, to include riot, civil commotion, vandalism and malicious mischief with a $25.00 deductible provision, and a $100.00 deductible provision for collision and upset.

6. Plate glass coverage, in the names of the City and Operator as insured parties, fully covering all plate glass of the facility.

7. Commercial Blanket Fidelity Bond, in the name of the Operator as the insured party, covering all employees; liability coverage to be not less than $25,000.00.

8. Not applicable to this contract.

9. Comprehensive Public Liability and Property Damage Insurance, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries from any one accident; and $50,000.00 for property damage resulting from any one accident.

10. Owner's or Landlord's Protective Policy, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries resulting from any one accident; and $50,000.00 for property damage resulting from any one accident.

11. Not applicable to this contract.

### Article XV.

*Destruction of facilities.*

A. In the event the premises and facility or a part thereof shall become damaged or destroyed by fire, explosion, or other casualty, and if the Commissioner determines in his sole judgment that said damages can be repaired within a reasonable time, upon notification thereof, the Operator agrees to submit plans and specifications for approval by the Commissioner, which are necessary to restore the premises and facility to the condition which existed prior to said damage, and agrees to make all repairs according to said plans and specifications after approval by the Commissioner. Failure of the Operator to submit said plans and specifications to the Commissioner within ten (10) days after the casualty above described, or failure to commence said restoration work within five (5) days after the Operator has received the plans and specifications as approved by the Commissioner, or failure to complete such restoration work within a reasonable time, will constitute an abandonment by the Operator.

B. The cost of such repairs and restoration described in this Article shall be paid from the funds received by the City and Operator under insurance policies to the extent said costs are thereunder covered. Should any balance of costs remain which are not covered by said insurance policies, fifty (50) percent of said balance shall be paid by the City and fifty (50) percent shall be paid by the Operator.

C. Notwithstanding the foregoing provisions, in the event of a casualty described in Paragraph A of this Article, the Commissioner may elect, in his sole judgment, to consider said premises and facility beyond repair and refuse to permit the repair, reconstruction or restoration of said premises and facility, and upon written notice of said election from the Commissioner to the Operator within thirty (30) days from the date of said casualty, the obligation of the operator to pay such rent and charges as are hereinafter reserved to the City shall cease and this Agreement shall thereupon terminate; provided, however, that all rents and charges theretofore accrued shall remain due and payable by the Operator forthwith.

### Article XVI.

*Indemnification.*

The Operator shall assume all risks incident to or in connection with his business to be conducted hereunder and shall be solely responsible for all accidents or injuries of whatsoever kind or nature as may be sustained by any persons or property and the Operator shall indemnify, defend and save harmless the City, its officers, agents and employees from any and all claims, suits, losses or damages arising from said accidents or injuries of whatsoever kind or nature, arising directly or indirectly out of the operation of said business, or resulting from the carelessness, negligence or improper conduct of the City, Operator or any of their officers, agents or employees. Said Operator shall also indemnify, defend and save harmless the City, its officers, agents and employees from any penalties for violation of any law, statute, ordinance or regulation affecting its operations.

### Article XVII.

*Operator's Performance Bond.*

The Operator shall deliver to the City at the time of or prior to the execution of this Agreement an approved Government Bond payable to bearer or the City of Chicago or, in lieu thereof, a Performance Bond approved by the City Comptroller and the Corporation Counsel in the amount of $500.00. Said bond shall be conditioned upon the full and faithful performance by the Operator of each and every covenant, promise, term, condition, undertaking and agreement set forth in this Agreement.

### Article XVIII.

*Parking fees and charges.*

The Operator hereby agrees to charge for parking vehicles on the premises and facility first hereinabove described the following fees, rates and charges, during the term of this Agreement:

A. *Transient.*

| | |
|---|---|
| First twenty minutes | $0.05 |
| Second twenty minutes | 0.05 |
| Third twenty minutes | 0.05 |
| Second hour | 0.10 |
| Each hour thereafter | 0.15 |

B. *Monthly.*

| | |
|---|---|
| For each one-month period | $7.50 |

C. It is understood and agreed that parking fees, rates and charges may be changed by the Commissioner when authorized and directed to do so by the City Council of the City of Chicago and the Operator agrees to make such changes when directed to do so by the Commissioner. Fees, rates and charges shall be put into effect within forty-eight (48) hours after written notification thereof has been given to the Operator by the Commissioner and shall remain in effect until changed by the Commissioner as herein provided.

### Article XIX.

*License fees, taxes and charges; budget; and compensation.*

A. *License fees, taxes and charges.*

The Operator shall advance all license fees, taxes and charges assessed under local ordinances and State and Federal statutes to the extent that they are applicable to the operation of the Facility. The Operator shall also secure armored car service for the daily collection of revenue from the Facility and advance payment for such services, the selection of the armored car service to be approved in writing by the Commissioner prior to the use thereof by the Operator.

B. *Budget.*

All expenses incurred or to be incurred by the Operator in anticipation of the advancement of funds under this Agreement shall be set forth in a budget for approval by the Commissioner on a form prescribed by the Commissioner, which shall include, but shall not be limited to, license fees, taxes, charges, employee payrolls and like expenses. The budget herein provided for shall be submitted no later than thirty (30) days following the execution of this Agreement and shall be supplemented from time to time so as to reflect such changes or additions as may become necessary or as requested by the Commissioner. The Operator shall submit such detailed supporting data as the Commissioner may request. Each expense item for which reimbursement is being claimed shall be designated as a reimbursable item on said budget. No expense item shall be reimbursed to the Operator unless approved by the Commissioner and the Independent Engineer.

C. *Compensation to Operator.*

For full and faithful performance of the provisions contained in this Agreement the Operator of Facility No. 18 shall be paid for the period of this Agreement 10.0% of all gross revenue collected.

D. *Settlement and reimbursement.*

The Operator's total fee and expense reimbursement shall be computed, finalized and settled for the entire period of this Agreement, specifically on the basis of actual results of the operation of the facility for the period covered by this Agreement, as determined by an examination of the books and records of the Operator by the City after the termination of said period: provided, however, that the City shall make monthly payments of fees and reimbursable expenses, with quarterly adjustments, which shall substantially cover the Operator's earned fees and actual reimbursable expenses for each month under the following procedure:

(1) It is estimated that the Operator's yearly management fee for Facility No. 18 will be approximately $280.00 and that the Operator's annual reimbursable expense will be approximately $3,020.00 making the total annual payment to the Operator to be approximately $3,300.00. The Operator shall receive a monthly reimbursement of one-twelfth of the total approximate yearly payment, or $275.00 on the tenth day of the following month for the first eleven months of the Agreement. The final settlement payment shall constitute the twelfth payment.

(2) At the end of the first three quarters of the period of this Agreement, the Operator shall submit to the City quarterly expense statements reflecting actual expenses incurred within each said quarter by the Operator for said facility. At the end of each quarter the Commissioner shall review actual management fees earned and expenses incurred and if, in his sole judgment, the estimated monthly reimbursement does not correctly reflect actual operations, he may appropriately adjust the monthly reimbursement to reflect actual operating conditions.

(3) At the end of the fourth quarter of the period of this Agreement, the Operator shall submit to the City the fourth quarterly reimbursable expense statement reflecting actual expenses incurred within said quarter. This quarterly statement, when combined with the three previously submitted quarterly statements, shall be used as the basis for computing the final settlement, subject to the aforementioned audit. Such audit shall be completed within 90 days after the expiration of this Agreement and final settlement shall be made within 120 days after the expiration of this Agreement.

In the event that parking rates for Facility No. 18 are increased and are to take effect at any time during the period of this Agreement, this Article XIX shall be subject to review, adjustment and renegotiation by and between the City and the Operator with respect to compensation, and supplemental agreement by and between said parties shall be drawn for the approval of the City Council and execution by the parties.

### Article XX.

*Collection of fees and charges.*

All parking fees and charges made and collected by the Operator and his employees under the terms of this Agreement shall be deposited daily with the armored car service referred to in Article XIX. B. hereof and said armored car service shall deposit said fees and charges for credit to such appropriate revenue account as shall be designated by the Commissioner, said procedure set forth in further detail in the Rules and Regulations promulgated by the Bureau of Parking. All such parking fees and charges shall be made pursuant to parking tickets supplied by the City, which shall be time stamped by the Operator and his employees in accordance with the Rules and Regulations hereinabove referred to, with the exception of monthly charges, otherwise provided for therein.

### Article XXI.

*Operator's records.*

The Operator shall keep accurate records, books and accounts in conformity with a system approved by the Commissioner and agrees to permit authorized personnel of the City to examine said records, books and accounts at any reasonable time as a matter of right.

### Article XXII.

*Vacation and abandonment of premises.*

A. If the Operator shall vacate, desert or abandon the premises and facility, or shall permit the same to remain vacated, deserted or abandoned for a period of ten (10) days, or if the Operator shall breach any covenant, promise or condition set forth in this Agreement, or if the Operator shall default in the payment of any rent or charges payable by him under this Agreement, or if the Operator shall sell, assign or mortgage this Agreement or any provision hereof, or if the Operator shall be in default with respect to his performance of any covenants, promises or conditions contained in this Agreement, or if the Operator shall fail to comply with any of the statutes, ordinances, rules, orders, regulations or requirements of the Federal, State and City government, or any and all of their departments and bureaus applicable or pertinent to said premises and facility, or in the event of the death or incapacity of the Operator, then the Operator's right to possession of the premises and facility thereupon shall cease and terminate, with or without any notice or demand whatsoever if the City so elects, but not otherwise. In such event or events hereinabove set forth, whether this Agreement shall be terminated or not, the Operator agrees to surrender to the City possession of the premises and facility immediately without notice to quit or demand for possession of the premises and facility whatsoever, and the Operator hereby grants to the City full and free license to enter into and upon said premises and facility, or any part thereof, to take possession thereof and expel and remove the Operator or any other person who may be occupying the premises and facility or any part thereof, without resort to courts for an order sanctioning such action, and the City may use force in expelling and removing the Operator and such other person as may be reasonably necessary to accomplish said purpose. It is agreed by the Operator that said entry of the premises and facility by the City shall not constitute a trespass or forcible entry or detainer, nor shall it cause forfeiture of charges due by virtue of the provisions of this Agreement, nor a waiver of any covenant, agreement or promise in this Agreement to be performed by the Operator.

B. The Operator hereby waives all notice of any election made by the City under this Agreement, demand for revenues or other charges reserved under this Agreement, notice to quit, demand for possession, and any and all notices and demands whatsoever, of every kind and nature, which may or shall be required by any statute of this State relating to forcible entry and detainer, or to landlord and tenant, or any other statute, or under the common law, during the term of this Agreement. The acceptance of any rents or charges reserved by the City under this Agreement, whether in a single instance or repeatedly, after they shall fall due, or after knowledge of any breach hereof by the Operator, or giving or making of any notice or demand, whether according to any statutory provisions or not, or any act or series of acts, except an express written waiver, shall not be construed as a waiver of the City's right to act without notice or demand or any other right hereby given the City, or as an election not to proceed under the provisions of this Agreement.

D. If the Operator shall file a petition in bankruptcy or shall be involuntarily placed in bankruptcy, or shall be adjudicated a bankrupt, or shall make an assignment for the benefit of creditors, or shall take advantage of any provisions in any statute or ordinance for the advantage of insolvent persons, the City may elect to terminate this Agreement and the term hereof and take immediate possession of the premises facility and appurtenances without notice.

E. In the event the City elects to terminate this Agreement because of a violation of any provisions of this Article, upon such termination the Operator shall compensate the City for any loss in revenue as may be sustained by reason of such termination and provision for such compensation shall be made a condition of the Performance Bond referred to in Article XVII of this Agreement.

F. It is further agreed by and between the parties that the rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

### Article XXIII.

*Costs, expenses and attorney's fees.*

The Operator agrees to pay and discharge all costs, expenses and attorney's fees which shall be incurred and expended by the City in enforcing the covenants, promises and conditions of this Agreement, whether by the institution of litigation or in taking of advice of counsel, or otherwise.

### Article XXIV.

*Notices.*

Notices to the City provided under this Agreement may be sent by registered mail, postage prepaid, addressed to the Commissioner of Streets and Sanitation, Room 707, City Hall, Chicago, Illinois, 60602, and notices to the Operator provided for in this Agreement may be sent by registered mail, postage prepaid, addressed to the Operator at: G. and J. Parking, 9443 South Eberhardt Avenue, Chicago, Illinois 60619, or in either case to such other respective parties and addresses as the parties hereto may designate in writing from time to time. Such notices shall be deemed to have been given when deposited in any United States Post Office.

### Article XXV.

*Construction of Agreement.*

It is agreed by and between the parties hereto that all general provisions, terms, phrases, and expressions shall be subject to rules of construction as will fully implement the true intent and meaning of the parties to this Agreement, including, but not limited to, the following:

A. Words importing the singular number may extend and be applied to several persons or things, and words importing the plural number may include the singular.

B. Words importing the masculine gender may be applied to the feminine gender and to impersonal legal entities.

C. The word "month" means a calendar month, and the word "year" means a calendar year, unless otherwise expressed.

### Article XXVI.

*City Council approval.*

This Agreement was authorized by the City Council of the City of Chicago, on the ............day of ................... A.D. 19........ Council Journal page.....

In Witness Whereof, the parties hereto have caused this Agreement to be executed under their respective seals on the day and year first above written.

City of Chicago, a municipal corporation.
By: ........................................
Commissioner of Streets and Sanitation
By: ........................................
City Comptroller
Operator:
By: ........................................
Title
By: ........................................
Attest Title
(Corporate seal)
Approved:
..............................................
Independent Engineer
Approved as to form and legality, except as to property description and execution:
..............................................
Assistant Corporation Counsel

### ACKNOWLEDGMENT BY PRINCIPAL IF AN INDIVIDUAL

State of Illinois }
} ss
County of Cook }

I, ........................................., a Notary Public in and for the County and State aforesaid, Do Hereby Certify that .................................................... who is personally known to me to be the same person whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial seal, this ................ day of ..................................... A.D. 1969.

.......................................................
Notary Public
My Commission Expires..........

SECTION 2. This ordinance shall be effective from and after the date of its passage.

## Execution of Parking Facility Operator's Lease Agreement Authorized for Parking Facility No. 19.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on December 30, 1969, page 7341, recommending that the City Council pass a proposed ordinance transmitted with the committee's report [Proposed ordinance printed in Committee Pamphlet No. 19], to authorize execution of Parking Facility Operator's Lease Agreement for Parking Facility No. 19 for Year 1970.

On motion of Alderman Keane said proposed ordinance was *Passed*, by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Singer, Fifielski, Kerwin, Wigoda, Sperling—39.

*Nays*—Aldermen Despres, Simon, Scholl, McCutcheon, Hoellen, O'Rourke—6.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost*.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Streets and Sanitation is hereby authorized and directed to execute on behalf of the City of Chicago, the City Comptroller to countersign, and the City Clerk to attest, upon approval of the Corporation Counsel as to form and legality, a Parking Facility Operator's Agreement between the City of Chicago and G. and J. Parking for Chicago Parking Facility No. 19 at No. 4045 W. Washington Boulevard. Said agreement is attached to this ordinance and made a part hereof, the same as if incorporated herein.

### CITY OF CHICAGO
### PARKING FACILITY
### OPERATOR'S AGREEMENT

This Agreement, made this ........................ day of ..........................., A.D. 19...., between the City of Chicago, a municipal corporation of the State of Illinois (sometimes hereinafter referred to as "City"), and Harry and Narissa Johnson d/b/a, G. and J. Parking (sometimes hereinafter referred to as "Operator").

This Agreement Witnesseth:

That for and in consideration of the mutual promises, covenants, terms and conditions, both general and special, as hereinafter set forth, the City hereby grants to the Operator the privileges hereinafter described and the Operator agrees to assume the duties, responsibilities, and obligations as hereinafter set forth, with respect to the premises and parking facility described as follows:

4045 West Washington Blvd., Chicago, Illinois, known as City of Chicago Parking Facility No. 19.

This City of Chicago Parking Facility Operator's Agreement constitutes the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences shall be implied or impressed upon such Agreement that are not herein set forth.

The term of this Agreement shall be for the period of one (1) year beginning on the 1st day of January, 1970, and ending on the 31st day of December, 1970, unless said terms shall be sooner terminated as hereinafter provided.

### Article I.

*Definition of terms.*

A. "Bureau of Parking" means that agency of the City of Chicago, having management and control of the establishment, operation and maintenance of parking facilities.

B. "Commissioner" means the Commissioner of Streets and Sanitation of the City of Chicago, or any other official designated by the City Council to have administrative supervision over the Bureau of Parking.

C. "Operator" means any natural person, partnership, corporation, company or other legal entity who or which owns, controls, manages and directs the business of parking motor vehicles on public off-street parking lots, or in public off-street parking garages, or in other public off-street parking facilities.

### Article II.

*Assignment or transfer.*

The Operator shall not assign or transfer this Agreement nor any of the rights or privileges granted hereby, nor enter into any contract requiring or permitting the doing of any act hereunder by an independent contractor, unless otherwise expressly provided herein, without prior written approval signed by the Commissioner. If the Operator is a partnership or corporation or legal entity other than a natural person, and control of said entity changes at any time during the term hereof, the City may, at its option, deem and declare such change as a breach of this Agreement and take immediate possession of said premises and facility first hereinabove described. It is understood and agreed by and between the City and the Operator that nothing contained in this Agreement is intended or shall be construed as in any way creating or establishing the relationship of co-partners or joint venturers between the parties hereto.

### Article III.

*Present condition of premises.*

The Operator has examined the premises, facilities and appurtenances first hereinabove described, prior to and as a condition precedent to his acceptance and the execution of this Agreement, and is satisfied with the physical condition of said premises, and his taking possession shall constitute conclusive evidence of his receipt thereof in safe and sanitary condition, and in good order and repair, unless otherwise specified herein. The Operator agrees and admits that no representations as to condition or repair have been made by the City or its officers, employees or agents, which are not herein expressed or endorsed hereon, and that no promises to decorate, alter, repair or improve said premises, before, at or after the execution of this Agreement by the parties, not expressly contained herein, have been made by the City or its officers, employees or agents.

### Article IV.

*Future condition of premises.*

The Operator shall keep the premises, facility and appurtenances first hereinabove described in a safe, sanitary and sightly condition, and in good repair, and shall yield the same back to the City upon the termination of this Agreement in such condition and repair, ordinary wear and tear excepted. If said premises and facility shall not be so kept by the Operator, the City may enter the premises (without such entry constituting a termination of the privileges herein granted or an interference with the possession of or construction or other eviction from said premises and facility) and do all things necessary to restore said premises and facility to the condition herein required.

### Article V.

*Signs and advertising.*

The Operator shall not permit or place, post or cause to be placed or posted any sign, billboard, poster, advertising material or similar devices in view of the general public on, in or about the premises and facility without prior written approval signed by the Commissioner. Any such sign, billboard, poster, advertising material or similar devices not authorized by him may be removed by the City and all cost and expense resulting therefrom shall be charged to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses in addition to the rent and charges otherwise reserved in this Agreement. The City hereby reserves the right to erect and maintain such signs or billboards on the premises and facility, from time to time, as the Commissioner may deem advisable.

### Article VI.

*Alterations and additions.*

The Operator shall make no alterations or additions to the premises and facility first hereinabove described without the prior consent of the City as evidenced by approval in writing signed by the Commissioner. All alterations and additions shall remain as part of said premises and facility unless the City shall otherwise elect, as evidenced by prior approval in writing signed by the Commissioner. Said alterations and additions shall include, but are not limited to, locks, bolts and all fixtures.

### Article VII.

*Maintenance by Operator.*

The Operator agrees to maintain the premises and facility, advancing funds therefor, reimbursement being subject to all provisions of this Agreement, from day to day in good condition and repair and agrees to do all things necessary toward that end, particularly, but not limited to, the following:

A. Maintain all wheel stops and blocks.
B. Maintain and care for all planting.
C. Maintain all washrooms, toilets and rest rooms according to acceptable health standards.
D. Maintain the premises and facility in a clean, presentable condition, prevent accumulations of dirt, paper or trash of any kind upon the premises and facility.
E. Remove snow, ice and other obstructions from adjacent driveways and sidewalks. Said snow, ice and like debris to be removed shall not be placed upon the public ways or any portion thereof.
F. Make minor necessary repairs to plumbing, lighting and heating equipment. It is agreed by and between the parties that the Commissioner in his sole judgment shall determine whether a repair is minor or otherwise.
G. Advance payment for all utility services, including gas, heat, water and electricity, reimbursement being subject to all provisions of this Agreement.

Should the Operator fail to comply with any of the obligations listed above, the City may, after five (5) days notice to comply, in the event of non-compliance, enter upon said premises and take all steps necessary to insure compliance with the above obligations, in addition to other remedies set forth herein, charging the cost and expense of such entry and procedure to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses.

### Article VIII.

*Maintenance by City.*

The City agrees to maintain and pay for the following items of maintenance and equipment:

A. Maintain said facility in structural repair.
B. Make necessary major repairs to plumbing, lighting and heating.
C. Remove snow and ice, except from sidewalks and driveways.
D. Supply and maintain cash register.
E. Supply all parking tickets and other forms.
F. Supply and maintain pavement markings.
G. Supply electric light bulbs and replace said bulbs and fuses when necessary.
H. Maintain and replace all gates and barricades.
I. Maintain and keep in good working order the hoists, hoist equipment, lifts and elevators.
J. Maintain and keep in good working order all neon directional, informational, and advertising signs located in the interior or on the exterior of the facility.

### Article IX.

*Compliance with law; Liens.*

The Operator agrees to operate such facility as first hereinabove described in compliance at all times with this Agreement and all laws, statutes, ordinances and rules and regulations which are now in effect or which may be hereafter adopted, particularly, but not limited to, all rules and regulations of the Bureau of Parking, Department of Streets and Sanitation. The Operator agrees to keep premises, facility and appurtenances first hereinabove described free and clear of any and all liens in any way arising out of the Operator's use and maintenance thereof.

### Article X.

*Operation of facility.*

The Operator agrees to operate the facility subject to all provisions of this Agreement for the convenience of the public during the terms hereof and shall use and occupy the above premises solely for off-street parking of motor vehicles. The Operator shall use his best efforts to secure, maintain and develop the parking business conducted by him under the terms of this Agreement and to increase the same whenever and wherever possible, and shall refrain from and prevent the diversion of any such parking business from the facility whenever possible.

### Article XI.

*Hours of operation.*

The Operator agrees to operate the facility twenty-four (24) hours a day, seven (7) days a week, holidays included. The actual hours of operation will be determined by the Commissioner and may be changed from time to time at his sole discretion. Such change shall take effect within forty-eight (48) hours, Sundays and holidays excluded, after written notice thereof is received by the operator.

### Article XII.

*Vehicle parking.*

At no time shall the Operator remove or permit or cause to be removed from the premises and facility any vehicle placed thereon for parking purposes without the express consent of the owner or operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator enter or drive, or permit or cause to be entered or driven, any vehicle which has been placed upon the premises for the purpose of self-parking, without the express consent of the owner or operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator accept or cause to be accepted for parking any commercial vehicles, except with the prior written approval signed by the Commissioner. At no time shall the Operator permit or cause to be permitted the parking of any vehicle whatsoever on or in the premises and facility free of charge.

### Article XIII.

*Operator's employees.*

A. The Operator hereby agrees to select, employ and pay such personnel as may be required in the operation of the facility first hereinabove mentioned, unless otherwise specifically provided for in this Agreement. The Operator agrees further that in performing the covenants, promises and conditions under this Agreement, he shall not discriminate against any worker, employee or applicant, nor against any member of the public, on account of race, creed, color or national origin, nor otherwise commit an unfair employment practice.

B. The Operator agrees further to do or cause to be done the following:

1. To supervise, direct and manage the activities of his employees in such manner as to provide prompt, safe, efficient and courteous services as will be adequate to meet all reasonable demands for parking services on the premises and facility, and to provide a sufficient number of said employees as to enable such services to be provided at all times of the operation of said facility.
2. To cause and require all employees serving as attendants on the premises and facility to wear uniforms, caps and badges to be supplied by and at the expense of the Operator and to require said employees at all times to present a neat and clean appearance. The color and design of said uniforms, caps and badges shall be first approved in writing signed by the Commissioner.

### Article XIV.

*Insurance.*

A. The City, at the time or prior to the execution of this Agreement, agrees to furnish all the insurance required under this Agreement and this Article, to be paid from the revenues resulting from the operation of the facility first hereinabove described. All policies of insurance shall name the beneficiary as indicated below and shall be delivered to and held by the City Comptroller. Said insurance shall be placed only with such insurance companies as are approved from time to time by the City Comptroller.

B. Each such insurance policy as set forth in this Article shall contain a provision to the effect that said insurance cannot be cancelled unless the City Comptroller has been notified not less than thirty (30) days prior to the intended cancellation date.

C. In the event that any additional premiums or audits shall be required, the same shall be paid by the City of Chicago from the revenues resulting from the operation of said facility; any return premiums or audits shall be paid to the City of Chicago, for deposit into an appropriate revenue fund.

D. The insurance to be provided as set forth in this Article shall include the following coverages to be maintained during the life of this Agreement:

1. Workmen's Compensation and Occupational Disease Insurance in the names of the City and Operator as insured parties, covering all employees engaged in any work pursuant to this Agreement; liability coverage to be not less than $100,000.00.

2. Not applicable to this contract.

3. Not applicable to this contract.

4. Not applicable to this contract.

5. Garage Keeper's Legal Liability, Fire and Explosion, Theft of Automobile, and Combined Coverage, in the names of the City and Operator as insured parties, to include riot, civil commotion, vandalism and malicious mischief with a $25.00 deductible provision, and a $100.00 deductible provision for collision and upset.

6. Plate glass coverage, in the names of the City and Operator as insured parties, fully covering all plate glass of the facility.

7. Commercial Blanket Fidelity Bond, in the name of the Operator as the insured party, covering all employees; liability coverage to be not less than $25,000.00.

8. Not applicable to this contract.

9. Comprehensive Public Liability and Property Damage Insurance, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries from any one accident; and $50,000.00 for property damage resulting from any one accident.

10. Owner's or Landlord's Protective Policy, in the names of the City and Operator as the insured

parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries resulting from any one accident; and $50,000.00 for property damage resulting from any one accident.

11. Not applicable to this contract.

### Article XV.

*Destruction of facilities.*

A. In the event the premises and facility or a part thereof shall become damaged or destroyed by fire, explosion, or other casualty, and if the Commissioner determines in his sole judgment that said damages can be repaired within a reasonable time, upon notification thereof, the Operator agrees to submit plans and specifications for approval by the Commissioner, which are necessary to restore the premises and facility to the condition which existed prior to said damage, and agrees to make all repairs according to said plans and specifications after approval by the Commissioner. Failure of the Operator to submit said plans and specifications to the Commissioner within ten (10) days after the casualty above described, or failure to commence said restoration work within five (5) days after the Operator has received the plans and specifications as approved by the Commissioner, or failure to complete such restoration work within a reasonable time, will constitute an abandonment by the Operator.

B. The cost of such repairs and restoration described in this Article shall be paid from the funds received by the City and Operator under insurance policies to the extent said costs are thereunder covered. Should any balance of costs remain which are not covered by said insurance policies, fifty (50) percent of said balance shall be paid by the City and fifty (50) percent shall be paid by the Operator.

C. Notwithstanding the foregoing provisions, in the event of a casualty described in Paragraph A of this Article, the Commissioner may elect, in his sole judgment, to consider said premises and facility beyond repair and refuse to permit the repair, reconstruction or restoration of said premises and facility, and upon written notice of said election from the Commissioner to the Operator within thirty (30) days from the date of said casualty, the obligation of the operator to pay such rent and charges as are hereinafter reserved to the City shall cease and this Agreement shall thereupon terminate; provided, however, that all rents and charges theretofore accrued shall remain due and payable by the Operator forthwith.

### Article XVI.

*Indemnification.*

The Operator shall assume all risks incident to or in connection with his business to be conducted hereunder and shall be solely responsible for all accidents or injuries of whatsoever kind or nature as may be sustained by any persons or property and the Operator shall indemnify, defend and save harmless the City, its officers, agents and employees from any and all claims, suits, losses or damages arising from said accidents or injuries of whatsoever kind or nature, arising directly or indirectly out of the operation of said business, or resulting from the carelessness, negligence or improper conduct of the City, Operator or any of their officers, agents or employees. Said Operator shall also indemnify, defend and save harmless the City, its officers, agents and employees from any penalties for violation of any law, statute, ordinance or regulation affecting its operations.

### Article XVII.

*Operator's Performance Bond.*

The Operator shall deliver to the City at the time of or prior to the execution of this Agreement an approved Government Bond payable to bearer or the City of Chicago or, in lieu thereof, a Performance Bond approved by the City Comptroller and the Corporation Counsel in the amount of $1,000.00. Said bond shall be conditioned upon the full and faithful performance by the Operator of each and every covenant, promise, term, condition, undertaking and agreement set forth in this Agreement.

### Article XVIII.

*Parking fees and charges.*

The Operator hereby agrees to charge for parking vehicles on the premises and facility first hereinabove described the following fees, rates and charges, during the term of this Agreement:

A. *Transient.*

| | |
|---|---|
| First twenty minutes | $0.05 |
| Second twenty minutes | 0.05 |
| Third twenty minutes | 0.05 |
| Second hour | 0.10 |
| Each hour thereafter | 0.15 |

B. *Monthly.*

| | |
|---|---|
| For each one-month period | $10.00 |
| Special group rate, per month | 7.50 |

C. It is understood and agreed that parking fees, rates and charges may be changed by the Commissioner when authorized and directed to do so by the City Council of the City of Chicago, and the Operator agrees to make such changes when directed to do so by the Commissioner. Fees, rates and charges shall be put into effect within forty-eight (48) hours after written notification thereof has been given to the operator by the Commissioner and shall remain in effect until changed by the Commissioner as herein provided.

### Article XIX.

*License fees, taxes and charges; budget; and compensation.*

A. *License fees, taxes and charges.*

The Operator shall advance all license fees, taxes and charges assessed under local ordinances and State and Federal statutes to the extent that they are applicable to the operation of the Facility. The Operator shall also secure armored car service for the daily collection of revenue from the Facility and advance payment for such services, the selection of the armored car service to be approved in writing by the Commissioner prior to the use thereof by the Operator.

B. *Budget.*

All expenses incurred or to be incurred by the Operator in anticipation of the advancement of funds under this Agreement shall be set forth in a budget for approval by the Commissioner on a form prescribed by the Commissioner, which shall include, but shall not be limited to, license fees, taxes, charges, employee payrolls and like expenses. The budget herein provided for shall be submitted no later than thirty (30) days following the execution of this Agreement and shall be supplemented from time to time so as to reflect such changes or additions as may become necessary or as requested by the Commissioner. The Operator shall submit such detailed supporting data as the Commissioner may request. Each expense item for which reimbursement is being claimed shall be designated as a reimbursable item on said budget. No expense item shall be reimbursed to the Operator unless approved by the Commissioner and the Independent Engineer.

C. *Compensation to Operator.*

For full and faithful performance of the provisions contained in this Agreement the Operator of Facility No. 19 shall be paid for the period of this Agreement 10.0% of all gross revenue collected.

D. *Settlement and reimbursement.*

The Operator's total fee and expense reimbursement shall be computed, finalized and settled for the entire period of this Agreement, specifically on the basis of actual results of the operation of the facility for the period covered by this Agreement, as determined by an examination of the books and records of the Operator by the City after the termination of said period: provided, however, that the City shall make monthly payments of fees and reimbursable expenses, with quarterly adjustments, which shall substantially cover the operator's earned fees and actual reimbursable expenses for each month under the following procedure:

(1) It is estimated that the Operator's yearly management fee for Facility No. 19 will be approximately $1,500.00 and that the Operator's annual reimbursable expense will be approximately $11,460.00 making the total annual payment to the Operator to be approximately $12,960.00. The Operator shall receive a monthly reimbursement of one-twelfth of the total approximate yearly payment, or $1,080.00 on the tenth day of the following month for the first eleven months of the Agreement. The final settlement payment shall constitute the twelfth payment.

(2) At the end of the first three quarters of the period of this Agreement, the Operator shall submit to the City quarterly expense statements reflecting actual expenses incurred within each said quarter by the Operator for said facility. At the end of each quarter the Commissioner shall review actual management fees earned and expenses incurred and if, in his sole judgment, the estimated monthly reimbursement does not correctly reflect actual operations, he may appropriately adjust the monthly reimbursement to reflect actual operating conditions.

(3) At the end of the fourth quarter of the period of this Agreement, the Operator shall submit to the City the fourth quarterly reimbursable expense statement reflecting actual expenses incurred within said quarter. This quarterly statement, when combined with the three previously submitted quarterly statements, shall be used as the basis for computing the final settlement, subject to the aforementioned audit. Such audit shall be completed within 90 days after the expiration of this Agreement and final settlement shall be made within 120 days after the expiration of this Agreement.

In the event that parking rates for Facility No. 19 are increased and are to take effect at any time during the period of this Agreement, this Article XIX shall be subject to review, adjustment and renegotiation by and between the City and the Operator with respect to compensation, and supplemental agreement by and between said parties shall be drawn for the approval of the City Council and execution by the parties.

### Article XX.

*Collection of fees and charges.*

All parking fees and charges made and collected by the Operator and his employees under the terms of this Agreement shall be deposited daily with the armored car service referred to in Article XIX. B. hereof and said armored car service shall deposit said fees and charges for credit to such appropriate revenue account as shall be designated by the Commissioner, said procedure set forth in further detail in the Rules and Regulations promulgated by the Bureau of Parking. All such parking fees and charges shall be made pursuant to parking tickets supplied by the City, which shall be time stamped by the Operator and his employees in accordance with the Rules and Regulations hereinabove referred to, with the exception of monthly charges, otherwise provided for therein.

### Article XXI.

*Operator's records.*

The Operator shall keep accurate records, books and accounts in conformity with a system approved by the Commissioner and agrees to permit authorized personnel of the City to examine said records, books and accounts at any reasonable time as a matter of right.

### Article XXII.

*Vacation and abandonment of premises.*

A. If the Operator shall vacate, desert or abandon the premises and facility, or shall permit the same to remain vacated, deserted or abandoned for a period of ten (10) days, or if the Operator shall breach any covenant, promise or condition set forth in this Agreement, or if the Operator shall default in the payment of any rent or charges payable by him under this Agreement, or if the Operator shall sell, assign or mortgage this Agreement or any provision hereof, or if the Operator shall be in default with respect to his performance of any covenants, promises or conditions contained in this Agreement, or if the Operator shall fail to comply with any of the statutes, ordinances, rules, orders, regulations or requirements of the Federal, State and City government, or any and all of their departments and bureaus applicable or pertinent to said premises and facility, or in the event of the death or incapacity of the Operator, then the Operator's right to possession of the premises and facility thereupon shall cease and terminate, with or without any notice or demand whatsoever if the City so elects, but not otherwise. In such event or events hereinabove set forth, whether this Agreement shall be terminated or not, the Operator agrees to surrender to the City possession of the premises and facility immediately without notice to quit or demand for possession of the premises and facility whatsoever, and the Operator hereby grants to the City full and free license to enter into and upon said premises and facility, or any part thereof, to take possession thereof and expel and remove the Operator or any other person who may be occupying the premises and facility or any part thereof, without resort to courts for an order sanctioning such action, and the City may use force in expelling and removing the Operator and such other person as may be reasonably necessary to accomplish said purpose. It is agreed by the Operator that said entry of the premises and facility by the City shall not constitute a trespass or forcible entry or detainer, nor shall it cause forfeiture of charges due by virtue of the provisions of this Agreement, nor a waiver of any covenant, agreement or promise in this Agreement to be performed by the Operator.

B. The Operator hereby waives all notice of any election made by the City under this Agreement, demand for revenues or other charges reserved under this Agreement, notice to quit, demand for possession, and any and all notices and demands whatsoever, of every kind and nature, which may or shall be required by any statute of this State relating to forcible entry and detainer, or to landlord and tenant, or any other statute, or under the common law, during the term of this Agreement. The acceptance of any rents or charges reserved by the City under this Agreement, whether in a single instance or repeatedly, after they shall fall due, or after knowledge of any breach hereof by the Operator, or giving or making of any notice or demand, whether according to any statutory provisions or not, or any act or series of acts, except an express written waiver, shall not be construed as a waiver of the City's right to act without notice or demand or any other right hereby given the City, or as an election not to proceed under the provisions of this Agreement.

D. If the Operator shall file a petition in bankruptcy or shall be involuntarily placed in bankruptcy, or shall be adjudicated a bankrupt, or shall make an assignment for the benefit of creditors, or shall take advantage of any provisions in any statute or ordinance for the advantage of insolvent persons, the City may elect to terminate this Agreement and the term hereof and take immediate possession of the premises facility and appurtenances without notice.

E. In the event the City elects to terminate this Agreement because of a violation of any provisions of this Article, upon such termination the Operator shall compensate the City for any loss in revenue as may be sustained by reason of such termination and provision for such compensation shall be made a condition of the Performance Bond referred to in Article XVII of this Agreement.

F. It is further agreed by and between the parties that the rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

### Article XXIII.

*Costs, expenses and attorney's fees.*

The Operator agrees to pay and discharge all costs, expenses and attorney's fees which shall be incurred and expended by the City in enforcing the covenants, promises and conditions of this Agreement, whether by the institution of litigation or in taking of advice of counsel, or otherwise.

### Article XXIV.

*Notices.*

Notices to the City provided under this Agreement may be sent by registered mail, postage prepaid, addressed to the Commissioner of Streets and Sanitation, Room 707, City Hall, Chicago, Illinois, 60602, and notices to the Operator provided for in this Agreement may be sent by registered mail, postage prepaid, addressed to the Operator at: G. and J. Parking, 9443 South Eberhart Avenue, Chicago, Illinois 60619, or in either case to such other respective parties and addresses as the parties hereto may designate in writing from time to time. Such notices shall be deemed to have been given when deposited in any United States Post Office.

### Article XXV.

*Construction of Agreement.*

It is agreed by and between the parties hereto that all general provisions, terms, phrases, and expressions shall be subject to rules of construction as will fully implement the true intent and meaning of the parties to this Agreement, including, but not limited to, the following:

A. Words importing the singular number may extend and be applied to several persons or things, and words importing the plural number may include the singular.

B. Words importing the masculine gender may be applied to the feminine gender and to impersonal legal entities.

C. The word "month" means a calendar month, and the word "year" means a calendar year, unless otherwise expressed.

### Article XXVI.

*City Council approval.*

This Agreement was authorized by the City Council of the City of Chicago, on the............day of .......................... A.D. 19.... Council Journal page.......

In Witness Whereof, the parties hereto have caused this Agreement to be executed under their respective seals on the day and year first above written.

City of Chicago, a municipal corporation.

By: ........................................
Commissioner of Streets and Sanitation

By: ........................................
City Comptroller

Operator:

By: ........................................
Title

By: ........................................
Attest Title

(Corporate seal)

Approved:

......................................................
Independent Engineer

Approved as to form and legality, except as to property, description and execution:

......................................................
Assistant Corporation Counsel

ACKNOWLEDGMENT BY PRINCIPAL IF AN INDIVIDUAL

State of Illinois }
}ss
County of Cook }

I, .........................................., a Notary Public in and for the County and State aforesaid, Do Hereby Certify that .................................................. who is personally known to me to be the same person whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial seal, this ............... day of ...................................... A.D. 1969.

......................................................
Notary Public
My Commission Expires..........

SECTION 2. This ordinance shall be effective from and after the date of its passage.

### Execution of Parking Facility Operator's Lease Agreement Authorized for Parking Facility No. 21.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on December 30, 1969, page 7341, recommending that the City Council pass a proposed ordinance transmitted with the committee's report [Proposed ordinance printed in Committee Pamphlet No. 19], to authorize execution of Parking Facility Operator's Lease Agreement for Parking Facility No. 21 for Year 1970.

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Singer, Fifielski, Kerwin, Wigoda, Sperling—39.

*Nays*—Aldermen Despres, Simon, Scholl, McCutcheon, Hoellen, O'Rourke—6.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said ordinance as passed:

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Commissioner of Streets and Sanitation is hereby authorized and directed to execute on behalf of the City of Chicago, the City Comptroller to countersign, and the City Clerk to attest, upon approval of the Corporation Counsel as to form and legality, a Parking Facility Operator's Agreement between the City of Chicago and G. and J. Parking for Chicago Parking Facility No. 21 at No. 22 N. Keeler Avenue. Said agreement is attached to this ordinance and made a part hereof, the same as if incorporated herein.

CITY OF CHICAGO
PARKING FACILITY
OPERATOR'S AGREEMENT

This Agreement, made this ...................... day of ........................., A.D. 19...., between the City of Chicago, a municipal corporation of the State of Illinois (sometimes hereinafter referred to as "City"), and Harry and Narissa Johnson d/b/a, G. and J. Parking (sometimes hereinafter referred to as "Operator").

This Agreement Witnesseth:

That for and in consideration of the mutual promises, covenants, terms and conditions, both general and special, as hereinafter set forth, the City hereby grants to the Operator the privileges hereinafter described and the Operator agrees to assume the duties, responsibilities, and obligations as hereinafter set forth, with respect to the premises and parking facility described as follows:

22 North Keeler Avenue, Chicago, Illinois, known as City of Chicago Parking Facility No. 21.

This City of Chicago Parking Facility Operator's Agreement constitutes the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences shall be implied or impressed upon such Agreement that are not herein set forth.

The term of this Agreement shall be for the period of one (1) year beginning on the 1st day of January, 1970, and ending on the 31st day of December, 1970, unless said terms shall be sooner terminated as hereinafter provided.

Article I.

*Definition of terms.*

A. "Bureau of Parking" means that agency of the City of Chicago, having management and control of the establishment, operation and maintenance of parking facilities.

B. "Commissioner" means the Commissioner of Streets and Sanitation of the City of Chicago, or any other official designated by the City Council to have administrative supervision over the Bureau of Parking.

C. "Operator" means any natural person, partnership, corporation, company or other legal entity who or which owns, controls, manages and directs the business of parking motor vehicles on public off-street parking lots, or in public off-street parking garages, or in other public off-street parking facilities.

Article II.

*Assignment or transfer.*

The Operator shall not assign or transfer this Agreement nor any of the rights or privileges granted hereby, nor enter into any contract requiring or permitting the doing of any act hereunder by an independent contractor, unless otherwise expressly provided herein, without prior written approval signed by the Commissioner. If the Operator is a partnership or corporation or legal entity other than a natural person, and control of said entity changes at any time during the term hereof, the City may, at its option, deem and declare such change as a breach of this Agreement and take immediate possession of said premises and facility first hereinabove described. It is understood and agreed by and between the City and the Operator that nothing contained in this Agreement is intended or shall be construed as in any way creating or establishing the relationship of co-partners or joint venturers between the parties hereto.

Article III.

*Present condition of premises.*

The Operator has examined the premises, facilities and appurtenances first hereinabove described, prior to and as a condition precedent to his acceptance and the execution of this Agreement, and is satisfied with the physical condition of said premises, and his taking possession shall constitute conclusive evidence of his receipt thereof in safe and sanitary condition, and in good order and repair, unless otherwise specified herein. The Operator agrees and admits that no representations as to condition or repair have been made by the City or its officers, employees or agents, which are not herein expressed or endorsed hereon, and that no promises to decorate, alter, repair or improve said premises, before, at or after the execution of this Agreement by the parties, not expressly contained herein, have been made by the City or its officers, employees or agents.

Article IV.

*Future condition of premises.*

The Operator shall keep the premises, facility and appurtenances first hereinabove described in a safe, sanitary and sightly condition, and in good repair, and shall yield the same back to the City upon the termination of this Agreement in such condition and repair, ordinary wear and tear excepted. If said premises and facility shall not be so kept by the Operator, the City may enter the premises (without such entry constituting a termination of the privileges herein granted or an interference with the possession of or construction or other eviction from said premises and facility) and do all things necessary to restore said premises and facility to the condition herein required.

### Article V.

*Signs and advertising.*

The Operator shall not permit or place, post or cause to be placed or posted any sign, billboard, poster, advertising material or similar devices in view of the general public on, in or about the premises and facility without prior written approval signed by the Commissioner. Any such sign, billboard, poster, advertising material or similar devices not authorized by him may be removed by the City and all cost and expense resulting therefrom shall be charged to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses in addition to the rent and charges otherwise reserved in this Agreement. The City hereby reserves the right to erect and maintain such signs or billboards on the premises and facility, from time to time, as the Commissioner may deem advisable.

### Article VI.

*Alterations and additions.*

The Operator shall make no alterations or additions to the premises and facility first hereinabove described without the prior consent of the City as evidenced by approval in writing signed by the Commissioner. All alterations and additions shall remain as part of said premises and facility unless the City shall otherwise elect, as evidenced by prior approval in writing signed by the Commissioner. Said alterations and additions shall include, but are not limited to, locks, bolts and all fixtures.

### Article VII.

*Maintenance by Operator.*

The Operator agrees to maintain the premises and facility, advancing funds therefor, reimbursement being subject to all provisions of this Agreement, from day to day in good condition and repair and agrees to do all things necessary toward that end, particularly, but not limited to, the following:

A. Maintain all wheel stops and blocks.
B. Maintain and care for all planting.
C. Maintain all washrooms, toilets and rest rooms according to acceptable health standards.
D. Maintain the premises and facility in a clean, presentable condition, prevent accumulations of dirt, paper or trash of any kind upon the premises and facility.
E. Remove snow, ice and other obstructions from adjacent driveways and sidewalks. Said snow, ice and like debris to be removed shall not be placed upon the public ways or any portion thereof.
F. Make minor necessary repairs to plumbing, lighting and heating equipment. It is agreed by and between the parties that the Commissioner in his sole judgment shall determine whether a repair is minor or otherwise.
G. Advance payment for all utility services, including gas, heat, water and electricity, reimbursement being subject to all provisions of this Agreement.

Should the Operator fail to comply with any of the obligations listed above, the City may, after five (5) days notice to comply, in the event of non-compliance, enter upon said premises and take all steps necessary to insure compliance with the above obligations, in addition to other remedies set forth herein, charging the cost and expense of such entry and procedure to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses.

### Article VIII.

*Maintenance by City.*

The City agrees to maintain and pay for the following items of maintenance and equipment:

A. Maintain said facility in structural repair.
B. Make necessary major repairs to plumbing, lighting and heating.
C. Remove snow and ice, except from sidewalks and driveways.
D. Supply and maintain cash register.
E. Supply all parking tickets and other forms.
F. Supply and maintain pavement markings.
G. Supply electric light bulbs and replace said bulbs and fuses when necessary.
H. Maintain and replace all gates and barricades.
I. Maintain and keep in good working order the hoists, hoist equipment, lifts and elevators.
J. Maintain and keep in good working order all neon directional, informational, and advertising signs located in the interior or on the exterior of the facility.

### Article IX.

*Compliance with law; Liens.*

The Operator agrees to operate such facility as first hereinabove described in compliance at all times with this Agreement and all laws, statutes, ordinances and rules and regulations which are now in effect or which may be hereafter adopted, particularly, but not limited to, all rules and regulations of the Bureau of Parking, Department of Streets and Sanitation. The Operator agrees to keep premises, facility and appurtenances first hereinabove described free and clear of any and all liens in any way arising out of the Operator's use and maintenance thereof.

### Article X.

*Operation of facility.*

The Operator agrees to operate the facility subject to all provisions of this Agreement for the convenience of the public during the terms hereof and shall use and occupy the above premises solely for off-street parking of motor vehicles. The Operator shall use his best efforts to secure, maintain and develop the parking business conducted by him under the terms of this Agreement and to increase the same whenever and wherever possible, and shall refrain from and prevent the diversion of any such parking business from the facility whenever possible.

### Article XI.

*Hours of operation.*

The Operator agrees to operate the facility twenty-four (24) hours a day, seven (7) days a week, holidays included. The actual hours of operation will be determined by the Commissioner and may be changed from time to time at his sole discretion. Such change shall take effect within forty-eight (48) hours, Sundays and holidays excluded, after written notice thereof is received by the operator.

### Article XII.

*Vehicle parking.*

At no time shall the Operator remove or permit or cause to be removed from the premises and facility any vehicle placed thereon for parking purposes without the express consent of the owner or operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator enter or drive, or permit or cause to be entered or driven, any vehicle which has been placed upon the premises for the purpose of self-parking, without the express consent of the owner or operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator accept or cause to be accepted for parking any commercial vehicles, except with the prior written approval signed by the Commissioner. At no time shall the Operator permit or cause to be permitted the parking of any vehicle whatsoever on or in the premises and facility free of charge.

### Article XIII.

*Operator's employees.*

A. The Operator hereby agrees to select, employ and pay such personnel as may be required in the operation of the facility first hereinabove mentioned, unless otherwise specifically provided for in this Agreement. The Operator agrees further that in performing the covenants, promises and conditions under this Agreement, he shall not discriminate against any worker, employee or applicant, nor against any member of the public, on account of race, creed, color or national origin, nor otherwise commit an unfair employment practice.

B. The Operator agrees further to do or cause to be done the following:

1. To supervise, direct and manage the activities of his employees in such manner as to provide prompt, safe, efficient and courteous services as will be adequate to meet all reasonable demands for parking services on the premises and facility, and to provide a sufficient number of said employees as to enable such services to be provided at all times of the operation of said facility.
2. To cause and require all employees serving as attendants on the premises and facility to wear uniforms, caps and badges to be supplied by and at the expense of the Operator and to require said employees at all times to present a neat and clean appearance. The color and design of said uniforms, caps and badges shall be first approved in writing signed by the Commissioner.

### Article XIV.

*Insurance.*

A. The City, at the time or prior to the execution of this Agreement, agrees to furnish all the insurance required under this Agreement and this Article, to be paid from the revenues resulting from the operation of the facility first hereinabove described. All policies of insurance shall name the beneficiary as indicated below and shall be delivered to and held by the City Comptroller. Said insurance shall be placed only with such insurance companies as are approved from time to time by the City Comptroller.

B. Each such insurance policy as set forth in this Article shall contain a provision to the effect that said insurance cannot be cancelled unless the City Comptroller has been notified not less than thirty (30) days prior to the intended cancellation date.

C. In the event that any additional premiums or audits shall be required, the same shall be paid by the City of Chicago from the revenues resulting from the operation of said facility; any return premiums or audits shall be paid to the City of Chicago, for deposit into an appropriate revenue fund.

D. The insurance to be provided as set forth in this Article shall include the following coverages to be maintained during the life of this Agreement:

1. Workmen's Compensation and Occupational Disease Insurance in the names of the City and Operator as insured parties, covering all employees engaged in any work pursuant to this Agreement; liability coverage to be not less than $100,000.00.

2. Not applicable to this contract.

3. Not applicable to this contract.

4. Not applicable to this contract.

5. Garage Keeper's Legal Liability, Fire and Explosion, Theft of Automobile, and Combined Coverage, in the names of the City and Operator as insured parties, to include riot, civil commotion, vandalism and malicious mischief with a $25.00 deductible provision, and a $100.00 deductible provision for collision and upset.

6. Plate glass coverage, in the names of the City and Operator as insured parties, fully covering all plate glass of the facility.

7. Commercial Blanket Fidelity Bond, in the name of the Operator as the insured party, covering all employees; liability coverage to be not less than $25,000.00.

8. Not applicable to this contract.

9. Comprehensive Public Liability and Property Damage Insurance, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries from any one accident; and $50,000.00 for property damage resulting from any one accident.

10. Owner's or Landlord's Protective Policy, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries resulting from any one accident; and $50,000.00 for property damage resulting from any one accident.

11. Not applicable to this contract.

### Article XV.

*Destruction of facilities.*

A. In the event the premises and facility or a part thereof shall become damaged or destroyed by fire, explosion, or other casualty, and if the Commissioner determines in his sole judgment that said damages can be repaired within a reasonable time, upon notification thereof, the Operator agrees to submit plans and specifications for approval by the Commissioner, which are necessary to restore the premises and facility to the condition which existed prior to said damage, and agrees to make all repairs according to said plans and specifications after approval by the Commissioner. Failure of the Operator to submit said plans and specifications to the Commissioner within ten (10) days after the casualty above described, or failure to commence said restoration work within five (5) days after the Operator has received the plans and specifications as approved by the Commissioner, or failure to complete such restoration work within a reasonable time, will constitute an abandonment by the Operator.

B. The cost of such repairs and restoration described in this Article shall be paid from the funds received by the City and Operator under insurance policies to the extent said costs are thereunder covered. Should any balance of costs remain which are not covered by said insurance policies, fifty (50) percent of said balance shall be paid by the City and fifty (50) percent shall be paid by the Operator.

C. Notwithstanding the foregoing provisions, in the event of a casualty described in Paragraph A of this Article, the Commissioner may elect, in his sole judgment, to consider said premises and facility beyond repair and refuse to permit the repair, reconstruction or restoration of said premises and facility, and upon written notice of said election from the Commissioner to the Operator within thirty (30) days from the date of said casualty, the obligation of the operator to pay such rent and charges as are hereinafter reserved to the City shall cease and this Agreement shall thereupon terminate; provided, however, that all rents and charges theretofore accrued shall remain due and payable by the Operator forthwith.

### Article XVI.

*Indemnification.*

The Operator shall assume all risks incident to or in connection with his business to be conducted hereunder and shall be solely responsible for all accidents or injuries of whatsoever kind or nature as may be sustained by any persons or property and the Operator shall indemnify, defend and save harmless the City, its officers, agents and employees from any and all claims, suits, losses or damages arising from said accidents or injuries of whatsoever kind or nature, arising directly or indirectly out of the operation of said business, or resulting from the carelessness, negligence or improper conduct of the City, Operator or any of their officers, agents or employees. Said Operator shall also indemnify, defend and save harmless the City, its officers, agents and employees from any penalties for violation of any law, statute, ordinance or regulation affecting its operations.

### Article XVII.

*Operator's Performance Bond.*

The Operator shall deliver to the City at the time of or prior to the execution of this Agreement an approved Government Bond payable to bearer or the City of Chicago or, in lieu thereof, a Performance Bond approved by the City Comptroller and the Corporation Counsel in the amount of $500.00. Said bond shall be conditioned upon the full and faithful performance by the Operator of each and every covenant, promise, term, condition, undertaking and agreement set forth in this Agreement.

### Article XVIII.

*Parking fees and charges.*

The Operator hereby agrees to charge for parking vehicles on the premises and facility first hereinabove described the following fees, rates and charges, during the term of this Agreement:

A. *Transient.*

| | |
|---|---|
| First twenty minutes | $0.05 |
| Second twenty minutes | 0.05 |
| Third twenty minutes | 0.05 |
| Second hour | 0.10 |
| Each hour thereafter | 0.15 |

B. *Monthly.*

| | |
|---|---|
| For each one-month period | $ 7.50 |

C. It is understood and agreed that parking fees, rates and charges may be changed by the Commissioner when authorized and directed to do so by the City Council of the City of Chicago and the Operator agrees to make such changes when directed to do so by the Commissioner. Fees, rates and charges shall be put into effect within forty-eight (48) hours after written notification thereof has been given to the Operator by the Commissioner and shall remain in effect until changed by the Commissioner as herein provided.

### Article XIX.

*License fees, taxes and charges; budget; and compensation.*

A. *License fees, taxes and charges.*

The Operator shall advance all license fees, taxes and charges assessed under local ordinances and State and Federal statutes to the extent that they are applicable to the operation of the Facility. The Operator shall also secure armored car service for the daily collection of revenue from the Facility and advance payment for such services, the selection of the armored car service to be approved in writing by the Commissioner prior to the use thereof by the Operator.

B. *Budget.*

All expenses incurred or to be incurred by the Operator in anticipation of the advancement of funds under this Agreement shall be set forth in a budget for approval by the Commissioner on a form prescribed by the Commissioner, which shall include, but shall not be limited to, license fees, taxes, charges, employee payrolls and like expenses. The budget herein provided for shall be submitted no later than thirty (30) days following the execution of this Agreement and shall be supplemented from time to time so as to reflect such changes or additions as may become necessary or as requested by the Commissioner. The Operator shall submit such detailed supporting data as the Commissioner may request. Each expense item for which reimbursement is being claimed shall be designated as a reimbursable item on said budget. No expense item shall be reimbursed to the Operator unless approved by the Commissioner and the Independent Engineer.

C. *Compensation to Operator.*

For full and faithful performance of the provisions contained in this Agreement the Operator of Facility No. 21 shall be paid for the period of this Agreement 10.0% of all gross revenue collected.

D. *Settlement and reimbursement.*

The Operator's total fee and expense reimbursement shall be computed, finalized and settled for the entire period of this Agreement, specifically on the basis of actual results of the operation of the facility for the period covered by this Agreement, as determined by an examination of the books and records of the Operator by the City after the termination of said period: provided, however, that the City shall make monthly payments of fees and reimbursable expenses, with quarterly adjustments, which shall substantially cover the Operator's earned fees and actual reimbursable expenses for each month under the following procedure:

(1) It is estimated that the Operator's yearly management fee for Facility No. 21 will be approximately $150.00 and that the Operator's annual reimbursable expense will be approximately $2,250.00 making the total annual payment to the operator to be approximately $2,400.00. The Operator shall receive a monthly reimbursement of one-twelfth of the total approximate yearly payment, or $200.00 on the tenth day of the following month for the first eleven months

of the Agreement. The final settlement payment shall constitute the twelfth payment.

(2) At the end of the first three quarters of the period of this Agreement, the Operator shall submit to the City quarterly expense statements reflecting actual expenses incurred within each said quarter by the Operator for said facility. At the end of each quarter the Commissioner shall review actual management fees earned and expenses incurred and if, in his sole judgment, the estimated monthly reimbursement does not correctly reflect actual operations, he may appropriately adjust the monthly reimbursement to reflect actual operating conditions.

(3) At the end of the fourth quarter of the period of this Agreement, the Operator shall submit to the City the fourth quarterly reimbursable expense statement reflecting actual expenses incurred within said quarter. This quarterly statement, when combined with the three previously submitted quarterly statements, shall be used as the basis for computing the final settlement, subject to the aforementioned audit. Such audit shall be completed within 90 days after the expiration of this Agreement and final settlement shall be made within 120 days after the expiration of this Agreement.

In the event that parking rates for Facility No. 21 are increased and are to take effect at any time during the period of this Agreement, this Article XIX shall be subject to review, adjustment and renegotiation by and between the City and the Operator with respect to compensation, and supplemental agreement by and between said parties shall be drawn for the approval of the City Council and execution by the parties.

### Article XX.

*Collection of fees and charges.*

All parking fees and charges made and collected by the Operator and his employees under the terms of this Agreement shall be deposited daily with the armored car service referred to in Article XIX. B. hereof and said armored car service shall deposit said fees and charges for credit to such appropriate revenue account as shall be designated by the Commissioner, said procedure set forth in further detail in the Rules and Regulations promulgated by the Bureau of Parking. All such parking fees and charges shall be made pursuant to parking tickets supplied by the City, which shall be time stamped by the Operator and his employees in accordance with the Rules and Regulations hereinabove referred to, with the exception of monthly charges, otherwise provided for therein.

### Article XXI.

*Operator's records.*

The Operator shall keep accurate records, books and accounts in conformity with a system approved by the Commissioner and agrees to permit authorized personnel of the City to examine said records, books and accounts at any reasonable time as a matter of right.

### Article XXII.

*Vacation and abandonment of premises.*

A. If the Operator shall vacate, desert or abandon the premises and facility, or shall permit the same to remain vacated, deserted or abandoned for a period of ten (10) days, or if the Operator shall breach any covenant, promise or condition set forth in this Agreement, or if the Operator shall default in the payment of any rent or charges payable by him under this Agreement, or if the Operator shall sell, assign or mortgage this Agreement or any provision hereof, or if the Operator shall be in default with respect to his performance of any covenants, promises or conditions contained in this Agreement, or if the Operator shall fail to comply with any of the statutes, ordinances, rules, orders, regulations or requirements of the Federal, State and City government, or any and all of their departments and bureaus applicable or pertinent to said premises and facility, or in the event of the death or incapacity of the Operator, then the Operator's right to possession of the premises and facility thereupon shall cease and terminate, with or without any notice or demand whatsoever if the City so elects, but not otherwise. In such event or events hereinabove set forth, whether this Agreement shall be terminated or not, the Operator agrees to surrender to the City possession of the premises and facility immediately without notice to quit or demand for possession of the premises and facility whatsoever, and the Operator hereby grants to the City full and free license to enter into and upon said premises and facility, or any part thereof, to take possession thereof and expel and remove the Operator or any other person who may be occupying the premises and facility or any part thereof, without resort to courts for an order sanctioning such action, and the City may use force in expelling and removing the Operator and such other person as may be reasonably necessary to accomplish said purpose. It is agreed by the Operator that said entry of the premises and facility by the City shall not constitute a trespass or forcible entry or detainer, nor shall it cause forfeiture of charges due by virtue of the provisions of this Agreement, nor a waiver of any covenant, agreement or promise in this Agreement to be performed by the Operator.

B. The Operator hereby waives all notice of any election made by the City under this Agreement, demand for revenues or other charges reserved under this Agreement, notice to quit, demand for possession, and any and all notices and demands whatsoever, of every kind and nature, which may or shall be required by any statute of this State relating to forcible entry and detainer, or to landlord and tenant, or any other statute, or under the common law, during the term of this Agreement. The acceptance of any rents or charges reserved by the City under this Agreement, whether in a single instance or repeatedly, after they shall fall due, or after knowledge of any breach hereof by the Operator, or giving or making of any notice or demand, whether according to any statutory provisions or not, or any act or series of acts, except an express written waiver, shall not be construed as a waiver of the City's right to act without notice or demand or any other right hereby given the City, or as an election not to proceed under the provisions of this Agreement.

D. If the Operator shall file a petition in bankruptcy or shall be involuntarily placed in bankruptcy, or shall be adjudicated a bankrupt, or shall make an assignment for the benefit of creditors, or shall take advantage of any provisions in any statute or ordinance for the advantage of insolvent persons, the City may elect to terminate this Agreement and the term hereof and take immediate possession of the premises facility and appurtenances without notice.

E. In the event the City elects to terminate this Agreement because of a violation of any provisions of this Article, upon such termination the Operator shall compensate the City for any loss in revenue as may be sustained by reason of such termination and provision for such compensation shall be made a condition of the Performance Bond referred to in Article XVII of this Agreement.

F. It is further agreed by and between the parties that the rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

Article XXIII.

*Costs, expenses and attorney's fees.*

The Operator agrees to pay and discharge all costs, expenses and attorney's fees which shall be incurred and expended by the City in enforcing the covenants, promises and conditions of this Agreement, whether by the institution of litigation or in taking of advice of counsel, or otherwise.

Article XXIV.

*Notices.*

Notices to the City provided under this Agreement may be sent by registered mail, postage prepaid, addressed to the Commissioner of Streets and Sanitation, Room 707, City Hall, Chicago, Illinois, 60602, and notices to the Operator provided for in this Agreement may be sent by registered mail, postage prepaid, addressed to the Operator at: G. and J. Parking, 9443 South Eberhart Avenue, Chicago, Illinois 60619, or in either case to such other respective parties and addresses as the parties hereto may designate in writing from time to time. Such notices shall be deemed to have been given when deposited in any United States Post Office.

Article XXV.

*Construction of Agreement.*

It is agreed by and between the parties hereto that all general provisions, terms, phrases, and expressions shall be subject to rules of construction as will fully implement the true intent and meaning of the parties to this Agreement, including, but not limited to, the following:

A. Words importing the singular number may extend and be applied to several persons or things, and words importing the plural number may include the singular.

B. Words importing the masculine gender may be applied to the feminine gender and to impersonal legal entities.

C. The word "month" means a calendar month, and the word "year" means a calendar year, unless otherwise expressed.

Article XXVI.

*City Council approval.*

This Agreement was authorized by the City Council of the City of Chicago, on the ............day of ................... A.D. 19........ Council Journal page........

In Witness Whereof, the parties hereto have caused this Agreement to be executed under their respective seals on the day and year first above written.

City of Chicago, a municipal corporation.

By: ........................................
Commissioner of Streets and Sanitation

By: ........................................
City Comptroller

Operator:

By: ........................................
Title

By: ........................................
Attest Title
(Corporate seal)
Approved:

...............................................
Independent Engineer

Approved as to form and legality, except as to property description and execution:

...............................................
Assistant Corporation Counsel

ACKNOWLEDGMENT BY PRINCIPAL IF AN INDIVIDUAL

State of Illinois }
}ss
County of Cook }

I, .........................................., a Notary Public in and for the County and State aforesaid, Do Hereby Certify that .................................................. who is personally known to me to be the same person whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial seal, this ............... day of ..................................... A.D. 1969.

...............................................
Notary Public
My Commission Expires..........

SECTION 2. This ordinance shall be effective from and after the date of its passage.

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## Execution of Parking Facility Operator's Lease Agreement Authorized for Parking Facility No. 23.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on December 30, 1969, page 7342, recommending that the City Council pass a proposed ordinance transmitted with the committee's report [Proposed ordinance printed in Committee Pamphlet No. 19], to authorize execution of Parking Facility Operator's Lease Agreement for Parking Facility No. 23 for Year 1970.

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Singer, Fifielski, Kerwin, Wigoda, Sperling—39.

*Nays*—Aldermen Despres, Simon, Scholl, McCutcheon, Hoellen, O'Rourke—6.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said ordinance as passed:

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Commissioner of Streets and Sanitation is hereby authorized and directed to execute on behalf of the City of Chicago, the City Comptroller to countersign, and the City Clerk to attest, upon approval of the Corporation Counsel as to form and legality, a Parking Facility Operator's Agreement between the City of Chicago and Sam D. Kaplan Auto Parks for Chicago Parking Facility No. 23 at No. 4842 N. Kenmore Avenue. Said agreement is attached to this ordinance and made a part hereof, the same as if incorporated herein.

### CITY OF CHICAGO
### PARKING FACILITY
### OPERATOR'S AGREEMENT

This Agreement, made this ........................ day of ........................., A.D. 19...., between the City of Chicago, a municipal corporation of the State of Illinois (sometimes hereinafter referred to as "City"), and Sam D. Kaplan d/b/a, Sam D. Kaplan Auto Parks (sometimes hereinafter referred to as "Operator").

This Agreement Witnesseth:

That for and in consideration of the mutual promises, covenants, terms and conditions, both general and special, as hereinafter set forth, the City hereby grants to the Operator the privileges hereinafter described and the Operator agrees to assume the duties, responsibilities, and obligations as hereinafter set forth, with respect to the premises and parking facility described as follows:

4842 North Kenmore Avenue, Chicago, Illinois known as City of Chicago Parking Facility No. 23.

This City of Chicago Parking Facility Operator's Agreement constitutes the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences shall be implied or impressed upon such Agreement that are not herein set forth.

The term of this Agreement shall be for the period of one (1) year beginning on the 1st day of January, 1970, and ending on the 31st day of December, 1970, unless said terms shall be sooner terminated as hereinafter provided.

### Article I.

*Definition of terms.*

A. "Bureau of Parking" means that agency of the City of Chicago, having management and control of the establishment, operation and maintenance of parking facilities.

B. "Commissioner" means the Commissioner of Streets and Sanitation of the City of Chicago, or any other official designated by the City Council to have administrative supervision over the Bureau of Parking.

C. "Operator" means any natural person, partnership, corporation, company or other legal entity who or which owns, controls, manages and directs the business of parking motor vehicles on public off-street parking lots, or in public off-street parking garages, or in other public off-street parking facilities.

### Article II.

*Assignment or transfer.*

The Operator shall not assign or transfer this Agreement nor any of the rights or privileges granted hereby, nor enter into any contract requiring or permitting the doing of any act hereunder by an independent contractor, unless otherwise expressly provided herein, without prior written approval signed by the Commissioner. If the Operator is a partnership or corporation or legal entity other than a natural person, and control of said entity changes at any time during the term hereof, the City may, at its option, deem and declare such change as a breach of this Agreement and take immediate possession of said premises and facility first hereinabove described. It is understood and agreed by and between the City and the Operator that nothing contained in this Agreement is intended or shall be construed as in any way creating or establishing the relationship of co-partners or joint venturers between the parties hereto.

### Article III.

*Present condition of premises.*

The Operator has examined the premises, facilities and appurtenances first hereinabove described, prior to and as a condition precedent to his acceptance and the execution of this Agreement, and is satisfied with the physical condition of said premises, and his taking possession shall constitute conclusive evidence of his receipt thereof in safe and sanitary condition, and in good order and repair, unless otherwise specified herein. The Operator agrees and admits that no representations as to condition or repair have been made by the City or its officers, employees or agents, which are not herein expressed or endorsed hereon, and that no promises to decorate, alter, repair or improve said premises, before, at or after the execution of this Agreement by the parties, not expressly contained herein, have been made by the City or its officers, employees or agents.

### Article IV.

*Future condition of premises.*

The Operator shall keep the premises, facility and appurtenances first hereinabove described in a safe, sanitary and sightly condition, and in good repair, and shall yield the same back to the City upon the termination of this Agreement in such condition and repair, ordinary wear and tear excepted. If said premises and facility shall not be so kept by the Operator, the City may enter the premises (without such entry constituting a termination of the privileges herein granted or an interference with the possession of or construction or other eviction from said premises and facility) and do all things necessary to restore said premises and facility to the condition herein required.

### Article V.

*Signs and advertising.*

The Operator shall not permit or place, post or cause to be placed or posted any sign, billboard, poster, advertising material or similar devices in view of the general public on, in or about the premises and facility without prior written approval signed by the Commissioner. Any such sign, billboard, poster, advertising material or similar devices not authorized by him may be removed by the City and all cost and expense resulting therefrom shall be charged to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses in addition to the rent and charges otherwise reserved in this Agreement. The City hereby reserves the right to erect and maintain such signs or billboards on the premises and facility, from time to time, as the Commissioner may deem advisable.

### Article VI.

*Alterations and additions.*

The Operator shall make no alterations or additions to the premises and facility first hereinabove described without the prior consent of the City as evidenced by approval in writing signed by the Commissioner. All alterations and additions shall remain as part of said premises and facility unless the City shall otherwise elect, as evidenced by prior approval in writing signed by the Commissioner. Said alterations and additions shall include, but are not limited to, locks, bolts and all fixtures.

### Article VII.

*Maintenance by Operator.*

The Operator agrees to maintain the premises and facility, advancing funds therefor, reimbursement being subject to all provisions of this Agreement, from day to day in good condition and repair and agrees to do all things necessary toward that end, particularly, but not limited to, the following:

A. Maintain all wheel stops and blocks.
B. Maintain and care for all planting.
C. Maintain all washrooms, toilets and rest rooms according to acceptable health standards.
D. Maintain the premises and facility in a clean, presentable condition, prevent accumulations of dirt, paper or trash of any kind upon the premises and facility.
E. Remove snow, ice and other obstructions from adjacent driveways and sidewalks. Said snow. ice and like debris to be removed shall not be placed upon the public ways or any portion thereof.
F. Make minor necessary repairs to plumbing, lighting and heating equipment. It is agreed by and between the parties that the Commissioner in his sole judgment shall determine whether a repair is minor or otherwise.
G. Advance payment for all utility services, including gas, heat, water and electricity, reimbursement being subject to all provisions of this Agreement.

Should the Operator fail to comply with any of the obligations listed above, the City may, after five (5) days notice to comply, in the event of non-compliance, enter upon said premises and take all steps necessary to insure compliance with the above obligations, in addition to other remedies set forth herein, charging the cost and expense of such entry and procedure to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses.

### Article VIII.

*Maintenance by City.*

The City agrees to maintain and pay for the following items of maintenance and equipment:

A. Maintain said facility in structural repair.
B. Make necessary major repairs to plumbing, lighting and heating.
C. Remove snow and ice, except from sidewalks and driveways.
D. Supply and maintain cash register.
E. Supply all parking tickets and other forms.
F. Supply and maintain pavement markings.
G. Supply electric light bulbs and replace said bulbs and fuses when necessary.
H. Maintain and replace all gates and barricades.
I. Maintain and keep in good working order the hoists, hoist equipment, lifts and elevators.
J. Maintain and keep in good working order all neon directional, informational, and advertising signs located in the interior or on the exterior of the facility.

### Article IX.

*Compliance with law; Liens.*

The Operator agrees to operate such facility as first hereinabove described in compliance at all times with this Agreement and all laws, statutes, ordinances and rules and regulations which are now in effect or which may be hereafter adopted, particularly, but not limited to, all rules and regulations of the Bureau of Parking, Department of Streets and Sanitation. The Operator agrees to keep premises, facility and appurtenances first hereinabove described free and clear of any and all liens in any way arising out of the Operator's use and maintenance thereof.

### Article X.

*Operation of facility.*

The Operator agrees to operate the facility subject to all provisions of this Agreement for the convenience of the public during the terms hereof and shall use and occupy the above premises solely for off-street parking of motor vehicles. The Operator shall use his best efforts to secure, maintain and develop the parking business conducted by him under the terms of this Agreement and to increase the same whenever and wherever possible, and shall refrain from and prevent the diversion of any such parking business from the facility whenever possible.

### Article XI.

*Hours of operation.*

The Operator agrees to operate the facility twenty-four (24) hours a day, seven (7) days a week, holidays included. The actual hours of operation will be determined by the Commissioner and may be changed from time to time at his sole discretion. Such change shall take effect within forty-eight (48) hours, Sundays and holidays excluded, after written notice thereof is received by the operator.

### Article XII.

*Vehicle parking.*

At no time shall the Operator remove or permit or cause to be removed from the premises and facility any vehicle placed thereon for parking purposes without the express consent of the owner or operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator enter or drive, or permit or cause to be entered or driven, any vehicle which has been placed upon the premises for the purpose of self-parking, without the express consent of the owner or operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator accept or cause to be accepted for parking any commercial vehicles, except with the prior written approval signed by the Commissioner. At no time shall the Operator permit or cause to be permitted the parking of any vehicle whatsoever on or in the premises and facility free of charge.

### Article XIII.

*Operator's employees.*

A. The Operator hereby agrees to select, employ and pay such personnel as may be required in the operation of the facility first hereinabove mentioned, unless otherwise specifically provided for in this Agreement. The Operator agrees further that in performing the covenants, promises and conditions under this Agreement, he shall not discriminate against any worker, employee or applicant, nor against any member of the public, on account of race, creed, color or national origin, nor otherwise commit an unfair employment practice.

B. The Operator agrees further to do or cause to be done the following:

1. To supervise, direct and manage the activities of his employees in such manner as to provide prompt, safe, efficient and courteous services as will be adequate to meet all reasonable demands for parking services on the premises and facility, and to provide a sufficient number of said employees as to enable such services to be provided at all times of the operation of said facility.
2. To cause and require all employees serving as attendants on the premises and facility to wear uniforms, caps and badges to be supplied by and at the expense of the Operator and to require said employees at all times to present a neat and clean appearance. The color and design of said uniforms, caps and badges shall be first approved in writing signed by the Commissioner.

### Article XIV.

*Insurance.*

A. The City, at the time or prior to the execution of this Agreement, agrees to furnish all the insurance required under this Agreement and this Article, to be paid from the revenues resulting from the operation of the facility first hereinabove described. All policies of insurance shall name the beneficiary as indicated below and shall be delivered to and held by the City Comptroller. Said insurance shall be placed only with such insurance companies as are approved from time to time by the City Comptroller.

B. Each such insurance policy as set forth in this Article shall contain a provision to the effect that said insurance cannot be cancelled unless the City Comptroller has been notified not less than thirty (30) days prior to the intended cancellation date.

C. In the event that any additional premiums or audits shall be required, the same shall be paid by the City of Chicago from the revenues resulting from the operation of said facility; any return premiums or audits shall be paid to the City of Chicago, for deposit into an appropriate revenue fund.

D. The insurance to be provided as set forth in this Article shall include the following coverages to be maintained during the life of this Agreement:

1. Workmen's Compensation and Occupational Disease Insurance in the names of the City and Operator as insured parties, covering all employees engaged in any work pursuant to this Agreement; liability coverage to be not less than $100,000.00.

2. Not applicable to this contract.

3. Not applicable to this contract.

4. Not applicable to this contract.

5. Garage Keeper's Legal Liability, Fire and Explosion, Theft of Automobile, and Combined Coverage, in the names of the City and Operator as insured parties, to include riot, civil commotion, vandalism and malicious mischief with a $25.00 deductible provision, and a $100.00 deductible provision for collision and upset.

6. Plate glass coverage, in the names of the City and Operator as insured parties, fully covering all plate glass of the facility.

7. Commercial Blanket Fidelity Bond, in the name of the Operator as the insured party, covering all employees; liability coverage to be not less than $25,000.00.

8. Broad Form Money and Securities Insurance, in the name of the Operator as the insured party, covering interior and exterior locations, if necessary, liability coverage to be not less than $1,000.00.

9. Comprehensive Public Liability and Property Damage Insurance, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries from any one accident; and $50,000.00 for property damage resulting from any one accident.

10. Owner's or Landlord's Protective Policy, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries resulting from any one accident; and $50,000.00 for property damage resulting from any one accident.

11. Not applicable to this contract.

### Article XV.

*Destruction of facilities.*

A. In the event the premises and facility or a part thereof shall become damaged or destroyed by fire, explosion, or other casualty, and if the Commissioner determines in his sole judgment that said damages can be repaired within a reasonable time, upon notification thereof, the Operator agrees to submit plans and specifications for approval by the Commissioner, which are necessary to restore the premises and facility to the condition which existed prior to said damage, and agrees to make all repairs according to said plans and specifications after approval by the Commissioner. Failure of the Operator to submit said plans and specifications to the Commissioner within ten (10) days after the casualty above described, or failure to commence said restoration work within five (5) days after the Operator has received the plans and specifications as approved by the Commissioner, or failure to complete such restoration work within a reasonable time, will constitute an abandonment by the Operator.

B. The cost of such repairs and restoration described in this Article shall be paid from the funds received by the City and Operator under insurance policies to the extent said costs are thereunder covered. Should any balance of costs remain which are not covered by said insurance policies, fifty (50) percent of said balance shall be paid by the City and fifty (50) percent shall be paid by the Operator.

C. Notwithstanding the foregoing provisions, in the event of a casualty described in Paragraph A of this Article, the Commissioner may elect, in his sole judgment, to consider said premises and facility beyond repair and refuse to permit the repair, reconstruction or restoration of said premises and facility, and upon written notice of said election from the Commissioner to the Operator within thirty (30) days from the date of said casualty, the obligation of the operator to pay such rent and charges as are hereinafter reserved to the City shall cease and this Agreement shall thereupon terminate; provided, however, that all rents and charges theretofore accrued shall remain due and payable by the Operator forthwith.

### Article XVI.

*Indemnification.*

The Operator shall assume all risks incident to or in connection with his business to be conducted hereunder and shall be solely responsible for all accidents or injuries of whatsoever kind or nature as may be sustained by any persons or property and the Operator shall indemnify, defend and save harmless the City, its officers, agents and employees from any and all claims, suits, losses or damages arising from said accidents or injuries of whatsoever kind or nature, arising directly or indirectly out of the operation of said business, or resulting from the carelessness, negligence or improper conduct of the City, Operator or any of their officers, agents or employees. Said Operator shall also indemnify, defend and save harmless the City, its officers, agents and employees from any penalties for violation of any law, statute, ordinance or regulation affecting its operations.

### Article XVII.

*Operator's Performance Bond.*

The Operator shall deliver to the City at the time of or prior to the execution of this Agreement an approved Government Bond payable to bearer or the City of Chicago or, in lieu thereof, a Performance Bond approved by the City Comptroller and the Corporation Counsel in the amount of $500.00. Said bond shall be conditioned upon the full and faithful performance by the Operator of each and every covenant, promise, term, condition, undertaking and agreement set forth in this Agreement.

### Article XVIII.

*Parking fees and charges.*

The Operator hereby agrees to charge for parking vehicles on the premises and facility first hereinabove described the following fees, rates and charges, during the term of this Agreement:

| | |
|---|---|
| A. *Transient.* | |
| All day parking | $0.50 |
| B. *Monthly.* | |
| For each one-month period | $ 10.00 |
| Special group rental, per month | 305.00 |

C. It is understood and agreed that parking fees, rates and charges may be changed by the Commissioner when authorized and directed to do so by the City Council of the City of Chicago and the Operator agrees to make such changes when directed to do so by the Commissioner. Fees, rates and charges shall be put into effect within forty-eight (48) hours after written notification thereof has been given to the Operator by the Commissioner and shall remain in effect until changed by the Commissioner as herein provided.

### Article XIX.

*License fees, taxes and charges; budget; and compensation.*

A. *License fees, taxes and charges.*

The Operator shall advance all license fees, taxes and charges assessed under local ordinances and State and Federal statutes to the extent that they are applicable to the operation of the Facility. The Operator shall also secure armored car service for the daily collection of revenue from the Facility and advance payment for such services, the selection of the armored car service to be approved in writing by the Commissioner prior to the use thereof by the Operator.

B. *Budget.*

All expenses incurred or to be incurred by the Operator in anticipation of the advancement of funds under this Agreement shall be set forth in a budget for approval by the Commissioner on a form prescribed by the Commissioner, which shall include, but shall not be limited to, license fees, taxes, charges, employee payrolls and like expenses. The budget herein provided for shall be submitted no later than thirty (30) days following the execution of this Agreement and shall be supplemented from time to time so as to reflect such changes or additions as may become necessary or as requested by the Commissioner. The Operator shall submit such detailed supporting data as the Commissioner may request. Each expense item for which reimbursement is being claimed shall be designed as a reimbursable item on said budget. No expense item shall be reimbursed to the Operator unless approved by the Commissioner and the Independent Engineer.

C. *Compensation to Operator.*

For full and faithful performance of the provisions contained in this Agreement the Operator of Facility No. 23 shall be paid for the period of this Agreement 10.0% of all gross revenue collected.

D. *Settlement and reimbursement.*

The Operator's total fee and expense reimbursement shall be computed, finalized and settled for the entire period of this Agreement, specifically on the basis of actual results of the operation of the facility for the period covered by this Agreement, as determined by an examination of the books and records of the Operator by the City after the termination of said period: provided, however, that the City shall make monthly payments of fees and reimbursable expenses, with quarterly adjustments, which shall substantially cover the Operator's earned fees and actual reimbursable expenses for each month under the following procedure:

(1) It is estimated that the Operator's yearly management fee for Facility No. 23 will be approximately $400.00 and that the Operator's annual reimbursable expense will be approximately $2,600.00 making the total annual payment to the Operator to be approximately $3,000.00. The Operator shall receive a monthly reimbursement of one-twelfth of the total approximate yearly payment, or $250.00 on the tenth day of the following month for the first eleven months of the Agreement. The final settlement payment shall constitute the twelfth payment.

(2) At the end of the first three quarters of the period of this Agreement, the Operator shall submit to the City quarterly expense statements reflecting actual expenses incurred within each said quarter by the Operator for said facility. At the end of each quarter the Commissioner shall review actual management fees earned and expenses incurred and if, in his sole judgment, the estimated monthly reimbursement does not correctly reflect actual operations, he may appropriately adjust the monthly reimbursement to reflect actual operating conditions.

(3) At the end of the fourth quarter of the period of this Agreement, the Operator shall submit to the City the fourth quarterly reimbursable expense statement reflecting actual expenses incurred within said quarter. This quarterly statement, when combined with the three previously submitted quarterly statements, shall be used as the basis for computing the final settlement, subject to the aforementioned audit. Such audit shall be completed within 90 days after the expiration of this Agreement and final settlement shall be made within 120 days after the expiration of this Agreement.

In the event that parking rates for Facility No. 23 are increased and are to take effect at any time during the period of this Agreement, this Article XIX shall be subject to review, adjustment and renegotiation by and between the City and the Operator with respect to compensation, and supplemental agreement by and between said parties shall be drawn for the approval of the City Council and execution by the parties.

### Article XX.

*Collection of fees and charges.*

All parking fees and charges made and collected by the Operator and his employees under the terms of this Agreement shall be deposited daily with the armored car service referred to in Article XIX. B. hereof and said armored car service shall deposit said fees and charges for credit to such appropriate revenue account as shall be designated by the Commissioner, said procedure set forth in further detail in the Rules and Regulations promulgated by the Bureau of Parking. All such parking fees and charges shall be made pursuant to parking tickets supplied by the City, which shall be time stamped by the Operator and his employees in accordance with the Rules and Regulations hereinabove referred to, with the exception of monthly charges, otherwise provided for therein.

### Article XXI.

*Operator's records.*

The Operator shall keep accurate records, books and accounts in conformity with a system approved by the Commissioner and agrees to permit authorized personnel of the City to examine said records, books and accounts at any reasonable time as a matter of right.

### Article XXII.

*Vacation and abandonment of premises.*

A. If the Operator shall vacate, desert or abandon the premises and facility, or shall permit the same to remain vacated, deserted or abandoned for a period of ten (10) days, or if the Operator shall breach any covenant, promise or condition set forth in this Agreement, or if the Operator shall default in the payment of any rent or charges payable by him under this Agreement, or if the Operator shall sell, assign or mortgage this Agreement or any provision hereof, or if the Operator shall be in default with respect to his performance of any covenants, promises or conditions contained in this Agreement, or if the Operator shall fail to comply with any of the statutes, ordinances, rules, orders, regulations or requirements of the Federal, State and City government, or any and all of their departments and bureaus applicable or pertinent to said premises and facility, or in the event of the death or incapacity of the Operator, then the Operator's right to possession of the premises and facility thereupon shall cease and terminate, with or without any notice or demand whatsoever if the City so elects, but not otherwise. In such event or events hereinabove set forth, whether this Agreement shall be terminated or not, the Operator agrees to surrender to the City possession of the premises and facility immediately without notice to quit or demand for possession of the premises and facility whatsoever, and the Operator hereby grants to the City full and free license to enter into and upon said premises and facility, or any part thereof, to take possession thereof and expel and remove the Operator or any other person who may be occupying the premises and facility or any part thereof, without resort to courts for an order sanctioning such action, and the City may use force in expelling and removing the Operator and such other person as may be reasonably necessary to accomplish said purpose. It is agreed by the Operator that said entry of the premises and facility by the City shall not constitute a trespass or forcible entry or detainer, nor shall it cause forfeiture of charges due by virtue of the provisions of this Agreement, nor a waiver of any covenant, agreement or promise in this Agreement to be performed by the Operator.

B. The Operator hereby waives all notice of any election made by the City under this Agreement, demand for revenues or other charges reserved under this Agreement, notice to quit, demand for possession, and any and all notices and demands whatsoever, of every kind and nature, which may or shall be required by any statute of this State relating to forcible entry and detainer, or to landlord and tenant, or any other statute, or under the common law, during the term of this Agreement. The acceptance of any rents or charges reserved by the City under this Agreement, whether in a single instance or repeatedly, after they shall fall due, or after knowledge of any breach hereof by the Operator, or giving or making of any notice or demand, whether according to any statutory provisions or not, or any act or series of acts, except an express written waiver, shall not be construed as a waiver of the City's right to act without notice or demand or any other right hereby given the City, or as an election not to proceed under the provisions of this Agreement.

D. If the Operator shall file a petition in bankruptcy or shall be involuntarily placed in bankruptcy, or shall be adjudicated a bankrupt, or shall make an assignment for the benefit of creditors, or shall take advantage of any provisions in any statute or ordinance for the advantage of insolvent persons, the City may elect to terminate this Agreement and the term hereof and take immediate possession of the premises facility and appurtenances without notice.

E. In the event the City elects to terminate this Agreement because of a violation of any provisions of this Article, upon such termination the Operator shall compensate the City for any loss in revenue as may be sustained by reason of such termination and provision for such compensation shall be made a condition of the Performance Bond referred to in Article XVII of this Agreement.

F. It is further agreed by and between the parties that the rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

### Article XXIII.

*Costs, expenses and attorney's fees.*

The Operator agrees to pay and discharge all costs, expenses and attorney's fees which shall be incurred and expended by the City in enforcing the covenants, promises and conditions of this Agreement, whether by the institution of litigation or in taking of advice of counsel, or otherwise.

### Article XXIV.

*Notices.*

Notices to the City provided under this Agreement may be sent by registered mail, postage prepaid, addressed to the Commissioner of Streets and Sanitation, Room 707, City Hall, Chicago, Illinois, 60602, and notices to the Operator provided for in this Agreement may be sent by registered mail, postage prepaid, addressed to the Operator at: Sam D. Kaplan Auto Parks, 188 Randolph Tower, Chicago, Illinois, or in either case to such other respective parties and addresses as the parties hereto may designate in writing from time to time. Such notices shall be deemed to have been given when deposited in any United States Post Office.

Article XXV.

*Construction of Agreement.*

It is agreed by and between the parties hereto that all general provisions, terms, phrases, and expressions shall be subject to rules of construction as will fully implement the true intent and meaning of the parties to this Agreement, including, but not limited to, the following:

A. Words importing the singular number may extend and be applied to several persons or things, and words importing the plural number may include the singular.

B. Words importing the masculine gender may be applied to the feminine gender and to impersonal legal entities.

C. The word "month" means a calendar month, and the word "year" means a calendar year, unless otherwise expressed.

Article XXVI.

*City Council approval.*

This Agreement was authorized by the City Council of the City of Chicago, on the ............day of .................... A.D. 19........ Council Journal page........

In Witness Whereof, the parties hereto have caused this Agreement to be executed under their respective seals on the day and year first above written.

City of Chicago, a municipal corporation.
By: ..........................................
Commissioner of Streets and Sanitation
By: ..........................................
City Comptroller
Operator:
By: ..........................................
Title
By: ..........................................
Attest Title
(Corporate seal)
Approved:
..........................................
Independent Engineer
Approved as to form and legality, except as to property, description and execution:
..........................................
Assistant Corporation Counsel

ACKNOWLEDGMENT BY PRINCIPAL IF AN INDIVIDUAL

State of Illinois }
} ss
County of Cook }

I, .........................................., a Notary Public in and for the County and State aforesaid, Do Hereby Certify that ................................................... who is personally known to me to be the same person whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial seal, this ................ day of ....................................... A.D. 1969.

..........................................
Notary Public
My Commission Expires..........

SECTION 2. This ordinance shall be effective from and after the date of its passage.

## Execution of Parking Facility Operator's Lease Agreement Authorized for Parking Facility No. 24.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on December 30, 1969, page 7342, recommending that the City Council pass a proposed ordinance transmitted with the committee's report [Proposed ordinance printed in Committee Pamphlet No. 19], to authorize execution of Parking Facility Operator's Lease Agreement for Parking Facility No. 24 for Year 1970.

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Singer, Fifielski, Kerwin, Wigoda, Sperling—39.

*Nays*—Aldermen Despres, Simon, Scholl, McCutcheon, Hoellen, O'Rourke—6.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Streets and Sanitation is hereby authorized and directed to execute on behalf of the City of Chicago, the City Comptroller to countersign, and the City Clerk to attest, upon approval of the Corporation Counsel as to form and legality, a Parking Facility Operator's Agreement between the City of Chicago and Sam D. Kaplan Auto Parks for Chicago Parking Facility No. 24 at No. 4526 N. Broadway. Said agreement is attached to this ordinance and made a part hereof, the same as if incorporated herein.

### CITY OF CHICAGO
### PARKING FACILITY
### OPERATOR'S AGREEMENT

This Agreement, made this ........................ day of ............................, A.D. 19...., between the City of Chicago, a municipal corporation of the State of Illinois (sometimes hereinafter referred to as "City"), and Sam D. Kaplan d/b/a, Sam D. Kaplan Auto Parks (sometimes hereinafter referred to as "Operator").

This Agreement Witnesseth:

That for and in consideration of the mutual promises, covenants, terms and conditions, both general and special, as hereinafter set forth, the City hereby grants to the Operator the privileges hereinafter described and the Operator agrees to assume the duties, responsibilities, and obligations as hereinafter set forth, with respect to the premises and parking facility described as follows:

4526 North Broadway, Chicago, Illinois, known as City of Chicago Parking Facility No. 24.

This City of Chicago Parking Facility Operator's Agreement constitutes the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences shall be implied or impressed upon such Agreement that are not herein set forth.

The term of this Agreement shall be for the period of one (1) year beginning on the 1st day of January, 1970, and ending on the 31st day of December, 1970, unless said terms shall be sooner terminated as hereinafter provided.

### Article I.

*Definition of terms.*

A. "Bureau of Parking" means that agency of the City of Chicago, having management and control of the establishment, operation and maintenance of parking facilities.

B. "Commissioner" means the Commissioner of Streets and Sanitation of the City of Chicago, or any other official designated by the City Council to have administrative supervision over the Bureau of Parking.

C. "Operator" means any natural person, partnership, corporation, company or other legal entity who or which owns, controls, manages and directs the business of parking motor vehicles on public off-street parking lots, or in public off-street parking garages, or in other public off-street parking facilities.

### Article II.

*Assignment or transfer.*

The Operator shall not assign or transfer this Agreement nor any of the rights or privileges granted hereby, nor enter into any contract requiring or permitting the doing of any act hereunder by an independent contractor, unless otherwise expressly provided herein, without prior written approval signed by the Commissioner. If the Operator is a partnership or corporation or legal entity other than a natural person, and control of said entity changes at any time during the term hereof, the City may, at its option, deem and declare such change as a breach of this Agreement and take immediate possession of said premises and facility first hereinabove described. It is understood and agreed by and between the City and the Operator that nothing contained in this Agreement is intended or shall be construed as in any way creating or establishing the relationship of co-partners or joint venturers between the parties hereto.

### Article III.

*Present condition of premises.*

The Operator has examined the premises, facilities and appurtenances first hereinabove described, prior to and as a condition precedent to his acceptance and the execution of this Agreement, and is satisfied with the physical condition of said premises, and his taking possession shall constitute conclusive evidence of his receipt thereof in safe and sanitary condition, and in good order and repair, unless otherwise specified herein. The Operator agrees and admits that no representations as to condition or repair have been made by the City or its officers, employees or agents, which are not herein expressed or endorsed hereon, and that no promises to decorate, alter, repair or improve said premises, before, at or after the execution of this Agreement by the parties, not expressly contained herein, have been made by the City or its officers, employees or agents.

### Article IV.

*Future condition of premises.*

The Operator shall keep the premises, facility and appurtenances first hereinabove described in a safe, sanitary and sightly condition, and in good repair, and shall yield the same back to the City upon the termination of this Agreement in such condition and repair, ordinary wear and tear excepted. If said premises and facility shall not be so kept by the Operator, the City may enter the premises (without such entry constituting a termination of the privileges herein granted or an interference with the possession of or construction or other eviction from said premises and facility) and do all things necessary to restore said premises and facility to the condition herein required.

### Article V.

*Signs and advertising.*

The Operator shall not permit or place, post or cause to be placed or posted any sign, billboard, poster, advertising material or similar devices in view of the general public on, in or about the premises and facility without prior written approval signed by the Commissioner. Any such sign, billboard, poster, advertising material or similar devices not authorized by him may be removed by the City and all cost and expense resulting therefrom shall be charged to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses in addition to the rent and charges otherwise reserved in this Agreement. The City hereby reserves the right to erect and maintain such signs or billboards on the premises and facility, from time to time, as the Commissioner may deem advisable.

### Article VI.

*Alterations and additions.*

The Operator shall make no alterations or additions to the premises and facility first hereinabove described without the prior consent of the City as evidenced by approval in writing signed by the Commissioner. All alterations and additions shall remain as part of said premises and facility unless the City shall otherwise elect, as evidenced by prior approval in writing signed by the Commissioner. Said alterations and additions shall include, but are not limited to, locks, bolts and all fixtures.

### Article VII.

*Maintenance by Operator.*

The Operator agrees to maintain the premises and facility, advancing funds therefor, reimbursement being subject to all provisions of this Agreement, from day to day in good condition and repair and agrees to do all things necessary toward that end, particularly, but not limited to, the following:

A. Maintain all wheel stops and blocks.

B. Maintain and care for all planting.

C. Maintain all washrooms, toilets and rest rooms according to acceptable health standards.

D. Maintain the premises and facility in a clean, presentable condition, prevent accumulations of dirt, paper or trash of any kind upon the premises and facility.

E. Remove snow, ice and other obstructions from adjacent driveways and sidewalks. Said snow, ice and like debris to be removed shall not be placed upon the public ways or any portion thereof.

F. Make minor necessary repairs to plumbing, lighting and heating equipment. It is agreed by and between the parties that the Commissioner in his sole judgment shall determine whether a repair is minor or otherwise.

G. Advance payment for all utility services, including gas, heat, water and electricity, reimbursement being subject to all provisions of this Agreement.

Should the Operator fail to comply with any of the obligations listed above, the City may, after five (5) days notice to comply, in the event of non-compliance, enter upon said premises and take all steps necessary to insure compliance with the above obligations, in addition to other remedies set forth herein, charging the cost and expense of such entry and procedure to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses.

### Article VIII.

*Maintenance by City.*

The City agrees to maintain and pay for the following items of maintenance and equipment:

A. Maintain said facility in structural repair.

B. Make necessary major repairs to plumbing, lighting and heating.

C. Remove snow and ice, except from sidewalks and driveways.

D. Supply and maintain cash register.

E. Supply all parking tickets and other forms.

F. Supply and maintain pavement markings.

G. Supply electric light bulbs and replace said bulbs and fuses when necessary.

H. Maintain and replace all gates and barricades.

I. Maintain and keep in good working order the hoists, hoist equipment, lifts and elevators.

J. Maintain and keep in good working order all neon directional, informational, and advertising signs located in the interior or on the exterior of the facility.

### Article IX.

*Compliance with law; Liens.*

The Operator agrees to operate such facility as first hereinabove described in compliance at all times with this Agreement and all laws, statutes, ordinances and rules and regulations which are now in effect or which may be hereafter adopted, particularly, but not limited to, all rules and regulations of the Bureau of Parking, Department of Streets and Sanitation. The Operator agrees to keep premises, facility and appurtenances first hereinabove described free and clear of any and all liens in any way arising out of the Operator's use and maintenance thereof.

### Article X.

*Operation of facility.*

The Operator agrees to operate the facility subject to all provisions of this Agreement for the convenience of the public during the terms hereof and shall use and occupy the above premises solely for off-street parking of motor vehicles. The Operator shall use his best efforts to secure, maintain and develop the parking business conducted by him under the terms of this Agreement and to increase the same whenever and wherever possible, and shall refrain from and prevent the diversion of any such parking business from the facility whenever possible.

### Article XI.

*Hours of operation.*

The Operator agrees to operate the facility twenty-four (24) hours a day, seven (7) days a week, holidays included. The actual hours of operation will be determined by the Commissioner and may be changed from time to time at his sole discretion. Such change shall take effect within forty-eight (48) hours, Sundays and holidays excluded, after written notice thereof is received by the operator.

### Article XII.

*Vehicle parking.*

At no time shall the Operator remove or permit or cause to be removed from the premises and facility any vehicle placed thereon for parking purposes without the express consent of the owner or operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator enter or drive, or permit or cause to be entered or driven, any vehicle which has been placed upon the premises for the purpose of self-parking, without the express consent of the owner or operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator accept or cause to be accepted for parking any commercial vehicles, except with the prior written approval signed by the Commissioner. At no time shall the Operator permit or cause to be permitted the parking of any vehicle whatsoever on or in the premises and facility free of charge.

### Article XIII.

*Operator's employees.*

A. The Operator hereby agrees to select, employ and pay such personnel as may be required in the operation of the facility first hereinabove mentioned, unless otherwise specifically provided for in this Agreement. The Operator agrees further that in performing the covenants, promises and conditions under this Agreement, he shall not discriminate against any worker, employee or applicant, nor against any member of the public, on account of race, creed, color or national origin, nor otherwise commit an unfair employment practice.

B. The Operator agrees further to do or cause to be done the following:

1. To supervise, direct and manage the activities of his employees in such manner as to provide prompt, safe, efficient and courteous services as will be adequate to meet all reasonable demands for parking services on the premises and facility, and to provide a sufficient number of said employees as to enable such services to be provided at all times of the operation of said facility.
2. To cause and require all employees serving as attendants on the premises and facility to wear uniforms, caps and badges to be supplied by and at the expense of the Operator and to require said employees at all times to present a neat and clean appearance. The color and design of said uniforms, caps and badges shall be first approved in writing signed by the Commissioner.

### Article XIV.

*Insurance.*

A. The City, at the time or prior to the execution of this Agreement, agrees to furnish all the insurance required under this Agreement and this Article, to be paid from the revenues resulting from the operation of the facility first hereinabove described. All policies of insurance shall name the beneficiary as indicated below and shall be delivered to and held by the City Comptroller. Said insurance shall be placed only with such insurance companies as are approved from time to time by the City Comptroller.

B. Each such insurance policy as set forth in this Article shall contain a provision to the effect that said insurance cannot be cancelled unless the City Comptroller has been notified not less than thirty (30) days prior to the intended cancellation date.

C. In the event that any additional premiums or audits shall be required, the same shall be paid by the City of Chicago from the revenues resulting from the operation of said facility; any return premiums or audits shall be paid to the City of Chicago, for deposit into an appropriate revenue fund.

D. The insurance to be provided as set forth in this Article shall include the following coverages to be maintained during the life of this Agreement:

1. Workmen's Compensation and Occupational Disease Insurance in the names of the City and Operator as insured parties, covering all employees engaged in any work pursuant to this Agreement; liability coverage to be not less than $100,000.00

2. Fire, Extended Coverage, Vandalism and Malicious Mischief, in the name of the City as the insured party, with not less than eighty (80) per cent co-insurance on all buildings included in said facility; liability coverage to be not less than $8,000.00.

3. Not applicable to this contract.

4. Not applicable to this contract.

5. Garage Keeper's Legal Liability, Fire and Explosion, Theft of Automobile, and Combined Coverage, in the names of the City and Operator as insured parties, to include riot, civil commotion, vandalism and malicious mischief with a $25.00 deductible provision, and a $100.00 deductible provision for collision and upset.

6. Plate glass coverage, in the names of the City and Operator as insured parties, fully covering all plate glass of the facility.

7. Commercial Blanket Fidelity Bond, in the name of the Operator as the insured party, covering all employees; liability coverage to be not less than $25,000.00.

8. Broad Form Money and Securities Insurance, in the name of the Operator as the insured party, covering interior and exterior locations, if necessary, liability coverage to be not less than $1,000.00.

9. Comprehensive Public Liability and Property Damage Insurance, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries from any one accident; and $50,000.00 for property damage resulting from any one accident.

10. Owner's or Landlord's Protective Policy, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries resulting from any one accident; and $50,000.00 for property damage resulting from any one accident.

11. Not applicable to this contract.

## Article XV.

*Destruction of facilities.*

A. In the event the premises and facility or a part thereof shall become damaged or destroyed by fire, explosion, or other casualty, and if the Commissioner determines in his sole judgment that said damages can be repaired within a reasonable time, upon notification thereof, the Operator agrees to submit plans and specifications for approval by the Commissioner, which are necessary to restore the premises and facility to the condition which existed prior to said damage, and agrees to make all repairs according to said plans and specifications after approval by the Commissioner. Failure of the Operator to submit said plans and specifications to the Commissioner within ten (10) days after the casualty above described, or failure to commence said restoration work within five (5) days after the Operator has received the plans and specifications as approved by the Commissioner, or failure to complete such restoration work within a reasonable time, will constitute an abandonment by the Operator.

B. The cost of such repairs and restoration described in this Article shall be paid from the funds received by the City and Operator under insurance policies to the extent said costs are thereunder covered. Should any balance of costs remain which are not covered by said insurance policies, fifty (50) percent of said balance shall be paid by the City and fifty (50) percent shall be paid by the Operator.

C. Notwithstanding the foregoing provisions, in the event of a casualty described in Paragraph A of this Article, the Commissioner may elect, in his sole judgment, to consider said premises and facility beyond repair and refuse to permit the repair, reconstruction or restoration of said premises and facility, and upon written notice of said election from the Commissioner to the Operator within thirty (30) days from the date of said casualty, the obligation of the operator to pay such rent and charges as are hereinafter reserved to the City shall cease and this Agreement shall thereupon terminate; provided, however, that all rents and charges theretofore accrued shall remain due and payable by the Operator forthwith.

## Article XVI.

*Indemnification.*

The Operator shall assume all risks incident to or in connection with his business to be conducted hereunder and shall be solely responsible for all accidents or injuries of whatsoever kind or nature as may be sustained by any persons or property and the Operator shall indemnify, defend and save harmless the City, its officers, agents and employees from any and all claims, suits, losses or damages arising from said accidents or injuries of whatsoever kind or nature, arising directly or indirectly out of the operation of said business, or resulting from the carelessness, negligence or improper conduct of the City, Operator or any of their officers, agents or employees. Said Operator shall also indemnify, defend and save harmless the City, its officers, agents and employees from any penalties for violation of any law, statute, ordinance or regulation affecting its operations.

## Article XVII.

*Operator's Performance Bond.*

The Operator shall deliver to the City at the time of or prior to the execution of this Agreement an approved Government Bond payable to bearer or the City of Chicago or, in lieu thereof, a Performanc Bond approved by the City Comptroller and the Corporation Counsel in the amount of $3,000.00. Said bond shall be conditioned upon the full and faithful performance by the Operator of each and every covenant, promise, term, condition, undertaking and agreement set forth in this Assignment.

## Article XVIII.

*Parking fees and charges.*

The Operator hereby agrees to charge for parking vehicles on the premises and facility first hereinabove described the following fees, rates and charges, during the term of this Agreement:

A. *Transient.*

| | |
|---|---|
| First half hour | $0.10 |
| Second hald hour | 0.10 |
| Each hour thereafter | 0.10 |
| 24 hour maximum | 0.75 |

B. *Monthly.*

| | |
|---|---|
| For each one-month period | $ 10.00 |
| Special space rental, per month | 275.00 |

C. It is understood and agreed that parking fees, rates and charges may be changed by the Commissioner when authorized and directed to do so by the City Council of the City of Chicago and the Operator agrees to make such changes when directed to do so by the Commissioner. Fees, rates and charges shall be put into effect within forty-eight (48) hours after written notification thereof has been given to the Operator by the Commissioner and shall remain in effect until changed by the Commissioner as herein provided.

## Article XIX.

*License fees, taxes and charges; budget; and compensation.*

A. *License fees, taxes and charges.*

The Operator shall advance all license fees, taxes and charges assessed under local ordinances and State and Federal statutes to the extent that they are applicable to the operation of the Facility. The operator shall also secure armored car service for the daily collection of revenue from the Facility and advance payment for such services, the selection of the armored car service to be approved in writing by the Commissioner prior to the use thereof by the Operator.

B. *Budget.*

All expenses incurred or to be incurred by the Operator in anticipation of the advancement of funds under this Agreement shall be set forth in a budget for approval by the Commissioner on a form prescribed by the Commissioner, which shall include, but shall not be limited to, license fees, taxes, charges, employee payrolls and like expenses. The budget herein provided for shall be submitted no later than thirty (30) days following the execution of this Agreement and shall be supplemented from time to time so as to reflect such changes or additions as may become necessary or as requested by the Commissioner. The Operator shall submit such detailed supporting data as the Commissioner may request. Each expense item for which reimbursement is being claimed shall be designated as a reimbursable item on said budget. No expense item shall be reimbursed to the Operator unless approved by the Commissioner and the Independent Engineer.

C. *Compensation to Operator.*

For full and faithful performance of the provisions contained in this Agreement the Operator of Facility No. 24 shall be paid for the period of this Agreement 10.0% of all gross revenue colllected.

D. *Settlement and reimbursement.*

The Operator's total fee and expense reimbursement shall be computed, finalized and settled for the entire period of this Agreement, specifically on the basis of actual results of the operation of the facility for the period covered by this Agreement, as determined by an examination of the books and records of the Operator by the City after the termination of said period: provided, however, that the City shall make monthly payments of fees and reimbursable expenses, with quarterly adjustments, which shall substantially cover the Operator's earned fees and actual reimbursable expenses for each month under the following procedure:

(1) It is estimated that the Operator's yearly management fee for Facility No. 24 will be approximately $2,950.00 and that the Operator's annual reimbursable expense will be approximately $15,950.00 making the total annual payment to the Operator to be approximately $18,900.00. The Operator shall receive a monthly reimbursement of one-twelfth of the total approximate yearly payment, or $1,575.00 on the tenth day of the following month for the first eleven months of the Agreement. The final settlement payment shall constitute the twelfth payment.

(2) At the end of the first three quarters of the period of this Agreement, the Operator shall submit to the City quarterly expense statements reflecting actual expenses incurred within each said quarter by the Operator for said facility. At the end of each quarter the Commissioner shall review actual management fees earned and expenses incurred and if, in his sole judgment, the estimated monthly reimbursement does not correctly reflect actual operations, he may appropriately adjust the monthly reimbursement to reflect actual operating conditions.

(3) At the end of the fourth quarter of the period of this Agreement, the Operator shall submit to the City the fourth quarterly reimbursable expense statement reflecting actual expenses incurred within said quarter. This quarterly statement, when combined with the three previously submitted quarterly statements, shall be used as the basis for computing the final settlement, subject to the aforementioned audit. Such audit shall be completed within 90 days after the expiration of this Agreement and final settlement shall be made within 120 days after the expiration of this Agreement.

In the event that parking rates for Facility No. 24 are increased and are to take effect at any time during the period of this Agreement, this Article XIX shall be subject to review, adjustment and renegotiation by and between the City and the Operator with respect to compensation, and supplemental agreement by and between said parties shall be drawn for the approval of the City Council and execution by the parties.

## Article XX.

*Collection of fees and charges.*

All parking fees and charges made and collected by the Operator and his employees under the terms of this Agreement shall be deposited daily with the armored car service referred to in Article XIX. B. hereof and said armored car service shall deposit said fees and charges for credit to such appropriate revenue account as shall be designated by the Commissioner, said procedure set forth in further detail in the Rules and Regulations promulgated by the Bureau of Parking. All such parking fees and charges shall be made pursuant to parking tickets supplied by the City, which shall be time stamped by the Operator and his employees in accordance with the Rules and Regulations hereinabove referred to, with the exception of monthly charges, otherwise provided for therein.

## Article XXI.

*Operator's records.*

The Operator shall keep accurate records, books and accounts in conformity with a system approved by the Commissioner and agrees to permit authorized personnel of the City to examine said records, books and accounts at any reasonable time as a matter of right.

### Article XXII.

*Vacation and abandonment of premises.*

A. If the Operator shall vacate, desert or abandon the premises and facility, or shall permit the same to remain vacated, deserted or abandoned for a period of ten (10) days, or if the Operator shall breach any covenant, promise or condition set forth in this Agreement, or if the Operator shall default in the payment of any rent or charges payable by him under this Agreement, or if the Operator shall sell, assign or mortgage this Agreement or any provision hereof, or if the Operator shall be in default with respect to his performance of any covenants, promises or conditions contained in this Agreement, or if the Operator shall fail to comply with any of the statutes, ordinances, rules, orders, regulations or requirements of the Federal, State and City government, or any and all of their departments and bureaus applicable or pertinent to said premises and facility, or in the event of the death or incapacity of the Operator, then the Operator's right to possession of the premises and facility thereupon shall cease and terminate, with or without any notice or demand whatsoever if the City so elects, but not otherwise. In such event or events hereinabove set forth, whether this Agreement shall be terminated or not, the Operator agrees to surrender to the City possession of the premises and facility immediately without notice to quit or demand for possession of the premises and facility whatsoever, and the Operator hereby grants to the City full and free license to enter into and upon said premises and facility, or any part thereof, to take possession thereof and expel and remove the Operator or any other person who may be occupying the premises and facility or any part thereof, without resort to courts for an order sanctioning such action, and the City may use force in expelling and removing the Operator and such other person as may be reasonably necessary to accomplish said purpose. It is agreed by the Operator that said entry of the premises and facility by the City shall not constitute a trespass or forcible entry or detainer, nor shall it cause forfeiture of charges due by virtue of the provisions of this Agreement, nor a waiver of any covenant, agreement or promise in this Agreement to be performed by the Operator.

B. The Operator hereby waives all notice of any election made by the City under this Agreement, demand for revenues or other charges reserved under this Agreement, notice to quit, demand for possession, and any all notices and demands whatsoever, of every kind and nature, which may or shall be required by any statute of this State relating to forcible entry and detainer, or to landlord and tenant, or any other statute, or under the common law, during the term of this Agreement. The acceptance of any rents or charges reserved by the City under this Agreement, whether in a single instance or repeatedly, after they shall fall due, or after knowledge of any breach hereof by the Operator, or giving or making of any notice or demand, whether according to any statutory provisions or not, or any act or series of acts, except an express written waiver, shall not be construed as a waiver of the City's right to act without notice or demand or any other right hereby given the City, or as an election not to proceed under the provisions of this Agreement.

D. If the Operator shall file a petition in bankruptcy or shall be involuntarily placed in bankruptcy, or shall be adjudicated a bankrupt, or shall make an assignment for the benefit of creditors, or shall take advantage of any provisions in any statute or ordinance for the advantage of insolvent persons, the City may elect to terminate this Agreement and the term hereof and take immediate possession of the premises facility and appurtenances without notice.

E. In the event the City elects to terminate this Agreement because of a violation of any provisions of this Article, upon such termination the Operator shall compensate the City for any loss in revenue as may be sustained by reason of such termination and provision for such compensation shall be made a condition of the Performance Bond referred to in Article XVII of this Agreement.

F. It is further agreed by and between the parties that the rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

### Article XXIII.

*Costs, expenses and attorney's fees.*

The Operator agrees to pay and discharge all costs, expenses and attorney's fees which shall be incurred and expended by the City in enforcing the covenants, promises and conditions of this Agreement, whether by the institution of litigation or in taking of advice of counsel, or otherwise.

### Article XXIV.

*Notices.*

Notices to the City provided under this Agreement may be sent by registered mail, postage prepaid, addressed to the Commissioner of Streets and Sanitation, Room 707, City Hall, Chicago, Illinois, 60602, and notices to the Operator provided for in this Agreement may be sent by registered mail, postage prepaid, addressed to the Operator at: Sam D. Kaplan Auto Parks, 188 Randolph Tower, Chicago, Illinois, or in either case to such other respective parties and addresses as the parties hereto may designate in writing from time to time. Such notices shall be deemed to have been given when deposited in any United States Post Office.

### Article XXV.

*Construction of Agreement.*

It is agreed by and between the parties hereto that all general provisions, terms, phrases, and expressions shall be subject to rules of construction as will fully implement the true intent and meaning of the parties to this Agreement, including, but not limited to, the following:

A. Words importing the singular number may extend and be applied to several persons or things, and words importing the plural number may include the singular.

B. Words importing the masculine gender may be applied to the feminine gender and to impersonal legal entities.

C. The word "month" means a calendar month, and the word "year" means a calendar year, unless otherwise expressed.

### Article XXVI.

*City Council approval.*

This Agreement was authorized by the City Council of the City of Chicago, on the ............day of .................... A.D. 19........ Council Journal page........

In Witness Whereof, the parties hereto have caused this Agreement to be executed under their respective seals on the day and year first above written.

City of Chicago, a municipal corporation.
By: ..........................................
Commissioner of Streets and Sanitation
By: ..........................................
City Comptroller
Operator:
By: ..........................................
Title
By: ..........................................
Attest Title
(Corporate seal)
Approved:
..................................................
Independent Engineer
Approved as to form and legality, except as to property, description and execution:
..................................................
Assistant Corporation Counsel

Acknowledgment By Principal If An Individual

State of Illinois }
} ss
County of Cook }

I, .........................................., a Notary Public in and for the County and State aforesaid, Do Hereby Certify that .................................................. who is personally known to me to be the same person whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial seal, this ................ day of ...................................... A.D. 1969.

..................................................
Notary Public
My Commission Expires..........

Section 2. This ordinance shall be effective from and after the date of its passage.

## Execution of Parking Facility Operator's Lease Agreement Authorized for Parking Facility No. 25.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on December 30, 1969, page 7342, recommending that the City Council pass a proposed ordinance transmitted with the committee's report [Proposed ordinance printed in Committee Pamphlet No. 19], to authorize execution of Parking Facility Operator's Lease Agreement for Parking Facility No. 25 for Year 1970.

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Singer, Fifielski, Kerwin, Wigoda, Sperling—39.

*Nays*—Aldermen Despres, Simon, Scholl, McCutcheon, Hoellen, O'Rourke—6.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

Section 1. That the Commissioner of Streets and Sanitation is hereby authorized and directed to execute on behalf of the City of Chicago, the City Comptroller to countersign, and the City Clerk to attest, upon approval of the Corporation Counsel as to form and legality, a Parking Facility Operator's Agreement between the City of Chicago and Sam D. Kaplan Auto Parks for Chicago Parking Facility No. 25 at No. 845 W. Wilson Avenue. Said agreement is attached to this ordinance and made a part hereof, the same as if incorporated herein.

### City of Chicago
### Parking Facility
### Operator's Agreement

This Agreement, made this ........................ day of ..............................., A.D. 19...., between the City of Chicago, a municipal corporation of the State of Illinois (sometimes hereinafter referred to as "City") and Sam D. Kaplan d/b/a Sam D. Kaplan Auto Parks (sometimes hereinafter referred to as "Operator").

This Agreement Witnesseth:

That for and in consideration of the mutual promises, covenants, terms and conditions, both general and special, as hereinafter set forth, the City hereby grants to the Operator the privileges hereinafter described and the Operator agrees to assume the duties, responsibilities, and obligations as hereinafter set forth, with respect to the premises and parking facility described as follows:

845 West Wilson Avenue, Chicago, Illinois, known as City of Chicago Parking Facility No. 25.

This City of Chicago Parking Facility Operator's Agreement constitutes the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences shall be implied or impressed upon such Agreement that are not herein set forth.

The term of this Agreement shall be for the period of one (1) year beginning on the 1st day of January, 1970, and ending on the 31st day of December, 1970, unless said terms shall be sooner terminated as hereinafter provided.

### Article I.

*Definition of terms.*

A. "Bureau of Parking" means that agency of the City of Chicago, having management and control of the establishment, operation and maintenance of parking facilities.

B. "Commissioner" means the Commissioner of Streets and Sanitation of the City of Chicago, or any other official designated by the City Council to have administrative supervision over the Bureau of Parking.

C. "Operator" means any natural person, partnership, corporation, company or other legal entity who or which owns, controls, manages and directs the business of parking motor vehicles on public off-street parking lots, or in public off-street parking garages, or in other public off-street parking facilities.

### Article II.

*Assignment or transfer.*

The Operator shall not assign or transfer this Agreement nor any of the rights or privileges granted hereby, nor enter into any contract requiring or permitting the doing of any act hereunder by an independent contractor, unless otherwise expressly provided herein, without prior written approval signed by the Commissioner. If the Operator is a partnership or corporation or legal entity other than a natural person, and control of said entity changes at any time during the term hereof, the City may, at its option, deem and declare such change as a breach of this Agreement and take immediate possession of said premises and facility first hereinabove described. It is understood and agreed by and between the City and the Operator that nothing contained in this Agreement is intended or shall be construed as in any way creating or establishing the relationship of co-partners or joint venturers between the parties hereto.

### Article III.

*Present condition of premises.*

The Operator has examined the premises, facilities and appurtenances first hereinabove described, prior to and as a condition precedent to his acceptance and the execution of this Agreement, and is satisfied with the physical condition of said premises, and his taking possession shall constitute conclusive evidence of his receipt thereof in safe and sanitary condition, and in good order and repair, unless otherwise specified herein. The Operator agrees and admits that no representations as to condition or repair have been made by the City or its officers, employees or agents, which are not herein expressed or endorsed hereon, and that no promises to decorate, alter, repair or improve said premises, before, at or after the execution of this Agreement by the parties, not expressly contained herein, have been made by the City or its officers, employees or agents.

### Article IV.

*Future condition of premises.*

The Operator shall keep the premises, facility and appurtenances first hereinabove described in a safe, sanitary and sightly condition, and in good repair, and shall yield the same back to the City upon the termination of this Agreement in such condition and repair, ordinary wear and tear excepted. If said premises and facility shall not be so kept by the Operator, the City may enter the premises (without such entry constituting a termination of the privileges herein granted or an interference with the possession of or construction or other eviction from said premises and facility) and do all things necessary to restore said premises and facility to the condition herein required.

### Article V.

*Signs and advertising.*

The Operator shall not permit or place, post or cause to be placed or posted any sign, billboard, poster, advertising material or similar devices in view of the general public on, in or about the premises and facility without prior written approval signed by the Commissioner. Any such sign, billboard, poster, advertising material or similar devices not authorized by him may be removed by the City and all cost and expense resulting therefrom shall be charged to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses in addition to the rent and charges otherwise reserved in this Agreement. The City hereby reserves the right to erect and maintain such signs or billboards on the premises and facility, from time to time, as the Commissioner may deem advisable.

### Article VI.

*Alterations and additions.*

The Operator shall make no alterations or additions to the premises and facility first hereinabove described without the prior consent of the City as evidenced by approval in writing signed by the Commissioner. All alterations and additions shall remain as part of said premises and facility unless the City shall otherwise elect, as evidenced by prior approval in writing signed by the Commissioner. Said alterations and additions shall include, but are not limited to, locks, bolts and all fixtures.

### Article VII.

*Maintenance by Operator.*

The Operator agrees to maintain the premises and facility, advancing funds therefor, reimbursement being subject to all provisions of this Agreement, from day to day in good condition and repair and agrees to do all things necessary toward that end, particularly, but not limited to, the following:

A. Maintain all wheel stops and blocks.

B. Maintain and care for all planting.

C. Maintain all washrooms, toilets and rest rooms according to acceptable health standards.

D. Maintain the premises and facility in a clean, presentable condition, prevent accumulations of dirt, paper or trash of any kind upon the premises and facility.

E. Remove snow, ice and other obstructions from adjacent driveways and sidewalks. Said snow, ice and like debris to be removed shall not be placed upon the public ways or any portion thereof.

F. Make minor necessary repairs to plumbing, lighting and heating equipment. It is agreed by and between the parties that the Commissioner in his sole judgment shall determine whether a repair is minor or otherwise.

G. Advance payment for all utility services, including gas, heat, water and electricity, reimbursement being subject to all provisions of this Agreement.

Should the Operator fail to comply with any of the obligations listed above, the City may, after five (5) days notice to comply, in the event of non-compliance, enter upon said premises and take all steps necessary to insure compliance with the above obligations, in addition to other remedies set forth herein, charging the cost and expense of such entry and procedure to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses.

### Article VIII.

*Maintenance by City.*

The City agrees to maintain and pay for the following items of maintenance and equipment:

A. Maintain said facility in structural repair.

B. Make necessary major repairs to plumbing, lighting and heating.

C. Remove snow and ice, except from sidewalks and driveways.

D. Supply and maintain cash register.

E. Supply all parking tickets and other forms.

F. Supply and maintain pavement markings.

G. Supply electric light bulbs and replace said bulbs and fuses when necessary.

H. Maintain and replace all gates and barricades.

I. Maintain and keep in good working order the hoists, hoist equipment, lifts and elevators.

J. Maintain and keep in good working order all neon directional, informational, and advertising signs located in the interior or on the exterior of the facility.

### Article IX.

*Compliance with law; Liens.*

The Operator agrees to operate such facility as first hereinabove described in compliance at all times with this Agreement and all laws, statutes, ordinances and rules and regulations which are now in effect or which may be hereafter adopted, particularly, but not limited to, all rules and regulations of the Bureau of Parking, Department of Streets and Sanitation. The Operator agrees to keep premises, facility and appurtenances first hereinabove described free and clear of any and all liens in any way arising out of the Operator's use and maintenance thereof.

### Article X.

*Operation of facility.*

The Operator agrees to operate the facility subject to all provisions of this Agreement for the convenience of the public during the terms hereof and shall use and occupy the above premises solely for off-street parking of motor vehicles. The Operator shall use his best efforts to secure, maintain and develop the parking business conducted by him under the terms of this Agreement and to increase the same whenever and wherever possible, and shall refrain from and prevent the diversion of any such parking business from the facility whenever possible.

### Article XI.

*Hours of operation.*

The Operator agrees to operate the facility twenty-four (24) hours a day, seven (7) days a week, holidays included. The actual hours of operation will be determined by the Commissioner and may be changed from time to time at his sole discretion. Such change shall take effect within forty-eight (48) hours, Sundays and holidays excluded, after written notice thereof is received by the operator.

### Article XII.

*Vehicle parking.*

At no time shall the Operator remove or permit or cause to be removed from the premises and facility any vehicle placed thereon for parking purposes without the express consent of the owner or operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator enter or drive, or permit or cause to be entered or driven, any vehicle which has been placed upon the premises for the purpose of self-parking, without the express consent of the owner or operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator accept or cause to be accepted for parking any commercial vehicles, except with the prior written approval signed by the Commissioner. At no time shall the Operator permit or cause to be permitted the parking of any vehicle whatsoever on or in the premises and facility free of charge.

### Article XIII.

*Operator's employees.*

A. The Operator hereby agrees to select, employ and pay such personnel as may be required in the operation of the facility first hereinabove mentioned, unless otherwise specifically provided for in this Agreement. The Operator agrees further that in performing the covenants, promises and conditions under this Agreement, he shall not discriminate against any worker, employee or applicant, nor against any member of the public, on account of race, creed, color or national origin, nor otherwise commit an unfair employment practice.

B. The Operator agrees further to do or cause to be done the following:

1. To supervise, direct and manage the activities of his employees in such manner as to provide prompt, safe, efficient and courteous services as will be adequate to meet all reasonable demands for parking services on the premises and facility, and to provide a sufficient number of said employees as to enable such services to be provided at all times of the operation of said facility.
2. To cause and require all employees serving as attendants on the premises and facility to wear uniforms, caps and badges to be supplied by and at the expense of the Operator and to require said employees at all times to present a neat and clean appearance. The color and design of said uniforms, caps and badges shall be first approved in writing signed by the Commissioner.

### Article XIV.

*Insurance.*

A. The City, at the time or prior to the execution of this Agreement, agrees to furnish all the insurance required under this Agreement and this Article, to be paid from the revenues resulting from the operation of the facility first hereinabove described. All policies of insurance shall name the beneficiary as indicated below and shall be delivered to and held by the City Comptroller. Said insurance shall be placed only with such insurance companies as are approved from time to time by the City Comptroller.

B. Each such insurance policy as set forth in this Article shall contain a provision to the effect that said insurance cannot be cancelled unless the City Comptroller has been notified not less than thirty (30) days prior to the intended cancellation date.

C. In the event that any additional premiums or audits shall be required, the same shall be paid by the City of Chicago from the revenues resulting from the operation of said facility; any return premiums or audits shall be paid to the City of Chicago, for deposit into an appropriate revenue fund.

D. The insurance to be provided as set forth in this Article shall include the following coverages to be maintained during the life of this Agreement:

1. Workmen's Compensation and Occupational Disease Insurance in the names of the City and Operator as insured parties, covering all employees engaged in any work pursuant to this Agreement; liability coverage to be not less than $100,000.00.

2. Not applicable to this contract.

3. Not applicable to this contract.

4. Not applicable to this contract.

5. Garage Keeper's Legal Liability, Fire and Explosion, Theft of Automobile, and Combined Coverage, in the names of the City and Operator as insured parties, to include riot, civil commotion, vandalism and malicious mischief with a $25.00 de-

ductible provision, and a $100.00 deductible provision for collision and upset.

6. Plate glass coverage, in the names of the City and Operator as insured parties, fully covering all plate glass of the facility.

7. Commercial Blanket Fidelity Bond, in the name of the Operator as the insured party, covering all employees; liability coverage to be not less than $25,000.00.

8. Broad Form Money and Securities Insurance, in the name of the Operator as the insured party, covering interior and exterior locations, if necessary, liability coverage to be not less than $1,000.00.

9. Comprehensive Public Liability and Property Damage Insurance, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries from any one accident; and $50,000.00 for property damage resulting from any one accident.

10. Owner's or Landlord's Protective Policy, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries resulting from any one accident; and $50,000.00 for property damage resulting from any one accident.

11. Not applicable to this contract.

### Article XV.

*Destruction of facilities.*

A. In the event the premises and facility or a part thereof shall become damaged or destroyed by fire, explosion, or other casualty, and if the Commissioner determines in his sole judgment that said damages can be repaired within a reasonable time, upon notification thereof, the Operator agrees to submit plans and specifications for approval by the Commissioner, which are necessary to restore the premises and facility to the condition which existed prior to said damage, and agrees to make all repairs according to said plans and specifications after approval by the Commissioner. Failure of the Operator to submit said plans and specifications to the Commissioner within ten (10) days after the casualty above described, or failure to commence said restoration work within five (5) days after the Operator has received the plans and specifications as approved by the Commissioner, or failure to complete such restoration work within a reasonable time, will constitute an abandonment by the Operator.

B. The cost of such repairs and restoration described in this Article shall be paid from the funds received by the City and Operator under insurance policies to the extent said costs are thereunder covered. Should any balance of costs remain which are not covered by said insurance policies, fifty (50) percent of said balance shall be paid by the City and fifty (50) percent shall be paid by the Operator.

C. Notwithstanding the foregoing provisions, in the event of a casualty described in Paragraph A of this Article, the Commissioner may elect, in his sole judgment, to consider said premises and facility beyond repair and refuse to permit the repair, reconstruction or restoration of said premises and facility, and upon written notice of said election from the Commissioner to the Operator within thirty (30) days from the date of said casualty, the obligation of the Operator to pay such rent and charges as are hereinafter reserved to the City shall cease and this Agreement shall thereupon terminate; provided, however, that all rents and charges theretofore accrued shall remain due and payable by the Operator forthwith.

### Article XVI.

*Indemnification.*

The Operator shall assume all risks incident to or in connection with his business to be conducted hereunder and shall be solely responsible for all accidents or injuries of whatsoever kind or nature as may be sustained by any persons or property and the Operator shall indemnify, defend and save harmless the City, its officers, agents and employees from any and all claims, suits, losses or damages arising from said accidents or injuries of whatsoever kind or nature, arising directly or indirectly out of the operation of said business, or resulting from the carelessness, negligence or improper conduct of the City, Operator or any of their officers, agents or employees. Said Operator shall also indemnify, defend and save harmless the City, its officers, agents and employees from any penalties for violation of any law, statute, ordinance or regulation affecting its operations.

### Article XVII.

*Operator's Performance Bond.*

The Operator shall deliver to the City at the time of or prior to the execution of this Agreement an approved Government Bond payable to bearer or the City of Chicago or, in lieu thereof, a Performance Bond approved by the City Comptroller and the Corporation Counsel in the amount of $500.00. Said bond shall be conditioned upon the full and faithful performance by the Operator of each and every covenant, promise, term, condition, undertaking and agreement set forth in this Agreement.

### Article XVIII.

*Parking fees and charges.*

The Operator hereby agrees to charge for parking vehicles on the premises and facility first hereinabove described the following fees, rates and charges, during the term of this Agreement:

A. *Transient.*

All day parking ........................................$0.50

B. *Monthly.*

For each one-month period..................$10.00

C. It is understood and agreed that parking fees, rates and charges may be changed by the Commissioner when authorized and directed to do so by the City Council of the City of Chicago and the Operator agrees to make such changes when directed to do so by the Commissioner. Fees, rates and charges shall be put into effect within forty-eight (48) hours after written notification thereof has been given to the Operator by the Commissioner and shall remain in effect until changed by the Commissioner as herein provided.

### Article XIX.

*License fees, taxes and charges; budget; and compensation.*

A. *License fees, taxes and charges.*

The Operator shall advance all license fees, taxes and charges assessed under local ordinances and State and Federal statutes to the extent that they are applicable to the operation of the Facility. The Operator shall also secure armored car service for the daily collection of revenue from the Facility and advance payment for such services, the selection of the armored car service to be approved in writing by the Commissioner prior to the use thereof by the Operator.

B. *Budget.*

All expenses incurred or to be incurred by the Operator in anticipation of the advancement of funds under this Agreement shall be set forth in a budget for approval by the Commissioner on a form prescribed by the Commissioner, which shall include, but shall not be limited to, license fees, taxes, charges, employee payrolls and like expenses. The budget herein provided for shall be submitted no later than thirty (30) days following the execution of this Agreement and shall be supplemented from time to time so as to reflect such changes or additions as may become necessary or as requested by the Commissioner. The Operator shall submit such detailed supporting data as the Commissioner may request. Each expense item for which reimbursement is being claimed shall be designated as a reimbursable item on said budget. No expense item shall be reimbursed to the Operator unless approved by the Commissioner and the Independent Engineer.

C. *Compensation to Operator.*

For full and faithful performance of the provisions contained in this Agreement the Operator of Facility No. 25 shall be paid for the period of this Agreement 10.0% of all gross revenue collected.

D. *Settlement and reimbursement.*

The Operator's total fee and expense reimbursement shall be computed, finalized and settled for the entire period of this Agreement, specifically on the basis of actual results of the operation of the facility for the period covered by this Agreement, as determined by an examination of the books and records of the Operator by the City after the termination of said period: provided, however, that the City shall make monthly payments of fees and reimbursable expenses, with quarterly adjustments, which shall substantially cover the Operator's earned fees and actual reimbursable expenses for each month under the following procedure:

(1) It is estimated that the Operator's yearly management fee for Facility No. 25 will be approximately $340.00 and that the Operator's annual reimbursable expense will be approximately $2,960.00 making the total annual payment to the Operator to be approximately $3,300.00. The Operator shall receive a monthly reimbursement of one-twelfth of the total approximate yearly payment, or $275.00 on the tenth day of the following month for the first eleven months of the Agreement. The final settlement payment shall constitute the twelfth payment.

(2) At the end of the first three quarters of the period of this Agreement, the Operator shall submit to the City quarterly expense statements reflecting actual expenses incurred within each said quarter by the Operator for said facility. At the end of each quarter the Commissioner shall review actual management fees earned and expenses incurred and if, in his sole judgment, the estimated monthly reimbursement does not correctly reflect actual operations, he may appropriately adjust the monthly reimbursement to reflect actual operating conditions.

(3) At the end of the fourth quarter of the period of this Agreement, the Operator shall submit to the City the fourth quarterly reimbursable expense statement reflecting actual expenses incurred within said quarter. This quarterly statement, when combined with the three previously submitted quarterly statements, shall be used as the basis for computing the final settlement, subject to the aforementioned audit. Such audit shall be completed within 90 days after the expiration of this Agreement and final settlement shall be made within 120 days after the expiration of this Agreement.

In the event that parking rates for Facility No. 25 are increased and are to take effect at any time during the period of this Agreement, this Article XIX shall be subject to review, adjustment and renegotiation by and between the City and the Operator with respect to compensation, and supplemental agreement by and between said parties shall be drawn for the approval of the City Council and execution by the parties.

### Article XX.

*Collection of fees and charges.*

All parking fees and charges made and collected by the Operator and his employees under the terms of this Agreement shall be deposited daily with the armored car service referred to in Article XIX. B. hereof and said armored car service shall deposit said fees and charges for credit to such appropriate revenue account as shall be designated by the Commissioner, said procedure set forth in further detail in the Rules and Regulations promulgated by the Bureau of Parking. All such parking fees and charges shall be made pursuant to parking tickets supplied by the City, which shall be time stamped by the Operator and his employees in accordance with the Rules and Regulations hereinabove referred to, with the exception of monthly charges, otherwise provided for therein.

### Article XXI.

*Operator's records.*

The Operator shall keep accurate records, books and accounts in conformity with a system approved by the Commissioner and agrees to permit authorized personnel of the City to examine said records, books and accounts at any reasonable time as a matter of right.

### Article XXII.

*Vacation and abandonment of premises.*

A. If the Operator shall vacate, desert or abandon the premises and facility, or shall permit the same to remain vacated, deserted or abandoned for a period of ten (10) days, or if the Operator shall breach any covenant, promise or condition set forth in this Agreement, or if the Operator shall default in the payment of any rent or charges payable by him under this Agreement, or if the Operator shall sell, assign or mortgage this Agreement or any provision hereof, or if the Operator shall be in default with respect to his performance of any covenants, promises or conditions contained in this Agreement, or if the Operator shall fail to comply with any of the statutes, ordinances, rules, orders, regulations or requirements of the Federal, State and City government, or any and all of their departments and bureaus applicable or pertinent to said premises and facility, or in the event of the death or incapacity of the Operator, then the Operator's right to possession of the premises and facility thereupon shall cease and terminate, with or without any notice or demand whatsoever if the City so elects, but not otherwise. In such event or events hereinabove set forth, whether this Agreement shall be terminated or not, the Operator agrees to surrender to the City possession of the premises and facility immediately without notice to quit or demand for possession of the premises and facility whatsoever, and the Operator hereby grants to the City full and free license to enter into and upon said premises and facility, or any part thereof, to take possession thereof and expel and remove the Operator or any other person who may be occupying the premises and facility or any part thereof, without resort to courts for an order sanctioning such action, and the City may use force in expelling and removing the Operator and such other person as may be reasonably necessary to accomplish said purpose. It is agreed by the Operator that said entry of the premises and facility by the City shall not constitute a trespass or forcible entry or detainer, nor shall it cause forfeiture of charges due by virtue of the provisions of this Agreement, nor a waiver of any covenant, agreement or promise in this Agreement to be performed by the Operator.

B. The Operator hereby waives all notice of any election made by the City under this Agreement, demand for revenues or other charges reserved under this Agreement, notice to quit, demand for possession, and any and all notices and demands whatsoever, of every kind and nature, which may or shall be required by any statute of this State relating to forcible entry and detainer, or to landlord and tenant, or any other statute, or under the common law, during the term of this Agreement. The acceptance of any rents or charges reserved by the City under this Agreement, whether in a single instance or repeatedly, after they shall fall due, or after knowledge of any breach hereof by the Operator, or giving or making of any notice or demand, whether according to any statutory provisions or not, or any act or series of acts, except an express written waiver, shall not be construed as a waiver of the City's right to act without notice or demand or any other right hereby given the City, or as an election not to proceed under the provisions of this Agreement.

D. If the Operator shall file a petition in bankruptcy or shall be involuntarily placed in bankruptcy, or shall be adjudicated a bankrupt, or shall make an assignment for the benefit of creditors, or shall take advantage of any provisions in any statute or ordinance for the advantage of insolvent persons, the City may elect to terminate this Agreement and the term hereof and take immediate possession of the premises, facility and appurtenances without notice.

E. In the event the City elects to terminate this Agreement because of a violation of any provisions of this Article, upon such termination the Operator shall compensate the City for any loss in revenue as may be sustained by reason of such termination and provision for such compensation shall be made a condition of the Performance Bond referred to in Article XVII of this Agreement.

F. It is further agreed by and between the parties that the rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

### Article XXIII.

*Costs, expenses and attorney's fees.*

The Operator agrees to pay and discharge all costs, expenses and attorney's fees which shall be incurred and expended by the City in enforcing the covenants, promises and conditions of this Agreement, whether by the institution of litigation or in taking of advice of counsel, or otherwise.

### Article XXIV.

*Notices.*

Notices to the City provided under this Agreement may be sent by registered mail, postage prepaid, addressed to the Commissioner of Streets and Sanitation, Room 707, City Hall, Chicago, Illinois, 60602, and notices to the Operator provided for in this Agreement may be sent by registered mail, postage prepaid, addressed to the Operator at: Sam D. Kaplan Auto Parks, 188 Randolph Tower, Chicago, Illinois, or in either case to such other respective parties and addresses as the parties hereto may designate in writing from time to time. Such notices shall be deemed to have been given when deposited in any United States Post Office.

### Article XXV.

*Construction of Agreement.*

It is agreed by and between the parties hereto that all general provisions, terms, phrases, and expressions shall be subject to rules of construction as will fully implement the true intent and meaning of the parties to this Agreement, including, but not limited to, the following:

A. Words importing the singular number may extend and be applied to several persons or things, and words importing the plural number may include the singular.

B. Words importing the masculine gender may be applied to the feminine gender and to impersonal legal entities.

C. The word "month" means a calendar month, and the word "year" means a calendar year, unless otherwise expressed.

### Article XXVI.

*City Council approval.*

This Agreement was authorized by the City Council of the City of Chicago, on the ............day of ................... A.D. 19........ Council Journal page........

In Witness Whereof, the parties hereto have caused this Agreement to be executed under their respective seals on the day and year first above written.

City of Chicago, a municipal corporation.
By: ........................................
Commissioner of Streets and Sanitation
By: ........................................
City Comptroller
Operator:
By: ........................................
Title
By: ........................................
Attest Title
(Corporate seal)
Approved:
................................................
Independent Engineer
Approved as to form and legality, except as to property description and execution:
................................................
Assistant Corporation Counsel

ACKNOWLEDGMENT BY PRINCIPAL IF AN INDIVIDUAL

State of Illinois }
}ss
County of Cook }

I, ........................................., a Notary Public in and for the County and State aforesaid, Do Hereby Certify that ................................................... who is personally known to me to be the same person whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial seal, this ............... day of ...................................... A.D. 1969.

..................................................

Notary Public

My Commission Expires.........

SECTION 2. This ordinance shall be effective from and after the date of its passage.

## Execution of Parking Facility Operator's Lease Agreement Authorized for Parking Facility No. 26.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on December 30, 1969, page 7342, recommending that the City Council pass a proposed ordinance transmitted with the committee's report [Proposed ordinance printed in Committee Pamphlet No. 19], to authorize execution of Parking Facility Operator's Lease Agreement for Parking Facility No. 26 for Year 1970.

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Singer, Fifielski, Kerwin, Wigoda, Sperling—39.

*Nays*—Aldermen Despres, Simon, Scholl, McCutcheon, Hoellen, O'Rourke—6.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Streets and Sanitation is hereby authorized and directed to execute on behalf of the City of Chicago, the City Comptroller to countersign, and the City Clerk to attest, upon approval of the Corporation Counsel as to form and legality, a Parking Facility Operator's Agreement between the City of Chicago and Sam D. Kaplan Auto Parks for Chicago Parking Facility No. 26 at No. 931 W. Carmen Avenue. Said agreement is attached to this ordinance and made a part hereof, the same as if incorporated herein.

### CITY OF CHICAGO
### PARKING FACILITY
### OPERATOR'S AGREEMENT

This Agreement, made this ....................... day of ..........................., A.D. 19...., between the City of Chicago, a municipal corporation of the State of Illinois (sometimes hereinafter referred to as "City"), and Sam D. Kaplan d/b/a, Sam D. Kaplan Auto Parks (sometimes hereinafter referred to as "Operator").

This Agreement Witnesseth:

That for and in consideration of the mutual promises, covenants, terms and conditions, both general and special, as hereinafter set forth, the City hereby grants to the Operator the privileges hereinafter described and the Operator agrees to assume the duties, responsibilities, and obligations as hereinafter set forth, with respect to the premises and parking facility described as follows:

931 West Carmen Avenue, Chicago, Illinois, known as City of Chicago Parking Facility No. 26.

This City of Chicago Parking Facility Operator's Agreement constitutes the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences shall be implied or impressed upon such Agreement that are not herein set forth.

The term of this Agreement shall be for the period of one (1) year beginning on the 1st day of January, 1970, and ending on the 31st day of December, 1970, unless said terms shall be sooner terminated as hereinafter provided.

### Article I.

*Definition of terms.*

A. "Bureau of Parking" means that agency of the City of Chicago, having management and control of the establishment, operation and maintenance of parking facilities.

B. "Commissioner" means the Commissioner of Streets and Sanitation of the City of Chicago, or any other official designated by the City Council to have administrative supervision over the Bureau of Parking.

C. "Operator" means any natural person, partnership, corporation, company or other legal entity who or which owns, controls, manages and directs the business of parking motor vehicles on public off-street parking lots, or in public off-street parking garages, or in other public off-street parking facilities.

### Article II.

*Assignment or transfer.*

The Operator shall not assign or transfer this Agreement nor any of the rights or privileges granted hereby, nor enter into any contract requiring or permitting the doing of any act hereunder by an independent contractor, unless otherwise expressly provided herein, without prior written approval signed by the Commissioner. If the Operator is a partnership or corporation or legal entity other than a natural person, and control of said entity changes at any time during the term hereof, the City may, at its option, deem and declare such change as a breach of this Agreement and take immediate possession of said premises and facility first hereinabove described. It is understood and agreed bv and between the City and the Operator that nothing contained in this Agreement is intended or shall be construed as in any way creating or establishing the relationship of co-partners or joint venturers between the parties hereto.

### Article III.

*Present condition of premises.*

The Operator has examined the premises, facilities and appurtenances first hereinabove described, prior to and as a condition precedent to his acceptance and the execution of this Agreement, and is satisfied with the physical condition of said premises, and his taking possession shall constitute conclusive evidence of his receipt thereof in safe and sanitary condition, and in good order and repair, unless otherwise specified herein. The Operator agrees and admits that no representations as to condition or repair have been made by the City or its officers, employees or agents, which are not herein expressed or endorsed hereon, and that no promises to decorate, alter, repair or improve said premises, before, at or after the execution of this Agreement by the parties, not expressly contained herein, have been made by the City or its officers, employees or agents.

### Article IV.

*Future condition of premises.*

The Operator shall keep the premises, facility and appurtenances first hereinabove described in a safe, sanitary and sightly condition, and in good repair, and shall yield the same back to the City upon the termination of this Agreement in such condition and repair, ordinary wear and tear excepted. If said premises and facility shall not be so kept by the Operator, the City may enter the premises (without such entry constituting a termination of the privileges herein granted or an interference with the possession of or construction or other eviction from said premises and facility) and do all things necessary to restore said premises and facility to the condition herein required.

### Article V.

*Signs and advertising.*

The Operator shall not permit or place, post or cause to be placed or posted any sign, billboard, poster, advertising material or similar devices in view of the general public on, in or about the premises and facility without prior written approval signed by the Commissioner. Any such sign, billboard, poster, advertising material or similar devices not authorized by him may be removed by the City and all cost and expense resulting therefrom shall be charged to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses in addition to the rent and charges otherwise reserved in this Agreement. The City hereby reserves the right to erect and maintain such signs or billboards on the premises and facility, from time to time, as the Commissioner may deem advisable.

### Article VI.

*Alterations and additions.*

The Operator shall make no alterations or additions to the premises and facility first hereinabove described without the prior consent of the City as evidenced by approval in writing signed by the Commissioner. All alterations and additions shall remain as part of said premises and facility unless the City shall otherwise elect, as evidenced by prior approval in writing signed by the Commissioner. Said alterations and additions shall include, but are not limited to, locks, bolts and all fixtures.

### Article VII.

*Maintenance by Operator.*

The Operator agrees to maintain the premises and facility, advancing funds therefor, reimbursement being subject to all provisions of this Agreement, from day to day in good condition and repair and agrees to do all things necessary toward that end, particularly, but not limited to, the following:

A. Maintain all wheel stops and blocks.

B. Maintain and care for all planting.

C. Maintain all washrooms, toilets and rest rooms according to acceptable health standards.

D. Maintain the premises and facility in a clean, presentable condition, prevent accumulations of dirt, paper or trash of any kind upon the premises and facility.

E. Remove snow, ice and other obstructions from adjacent driveways and sidewalks. Said snow, ice and like debris to be removed shall not be placed upon the public ways or any portion thereof.

F. Make minor necessary repairs to plumbing, lighting and heating equipment. It is agreed by and between the parties that the Commissioner in his sole judgment shall determine whether a repair is minor or otherwise.

G. Advance payment for all utility services, including gas, heat, water and electricity, reimbursement being subject to all provisions of this Agreement.

Should the Operator fail to comply with any of the obligations listed above, the City may, after five (5) days notice to comply, in the event of non-compliance, enter upon said premises and take all steps necessary to insure compliance with the above obligations, in addition to other remedies set forth herein, charging the cost and expense of such entry and procedure to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses.

### Article VIII.

*Maintenance by City.*

The City agrees to maintain and pay for the following items of maintenance and equipment:

A. Maintain said facility in structural repair.

B. Make necessary major repairs to plumbing, lighting and heating.

C. Remove snow and ice, except from sidewalks and driveways.

D. Supply and maintain cash register.

E. Supply all parking tickets and other forms.

F. Supply and maintain pavement markings.

G. Supply electric light bulbs and replace said bulbs and fuses when necessary.

H. Maintain and replace all gates and barricades.

I. Maintain and keep in good working order the hoists, hoist equipment, lifts and elevators.

J. Maintain and keep in good working order all neon directional, informational, and advertising signs located in the interior or on the exterior of the facility.

### Article IX.

*Compliance with law; Liens.*

The Operator agrees to operate such facility as first hereinabove described in compliance at all times with this Agreement and all laws, statutes, ordinances and rules and regulations which are now in effect or which may be hereafter adopted, particularly, but not limited to, all rules and regulations of the Bureau of Parking, Department of Streets and Sanitation. The Operator agrees to keep premises, facility and appurtenances first hereinabove described free and clear of any and all liens in any way arising out of the Operator's use and maintenance thereof.

### Article X.

*Operation of facility.*

The Operator agrees to operate the facility subject to all provisions of this Agreement for the convenience of the public during the terms hereof and shall use and occupy the above premises solely for off-street parking of motor vehicles. The Operator shall use his best efforts to secure, maintain and develop the parking business conducted by him under the terms of this Agreement and to increase the same whenever and wherever possible, and shall refrain from and prevent the diversion of any such parking business from the facility whenever possible.

### Article XI.

*Hours of operation.*

The Operator agrees to operate the facility twenty-four (24) hours a day, seven (7) days a week, holidays included. The actual hours of operation will be determined by the Commissioner and may be changed from time to time at his sole discretion. Such change shall take effect within forty-eight (48) hours, Sundays and holidays excluded, after written notice thereof is received by the operator.

### Article XII.

*Vehicle parking.*

At no time shall the Operator remove or permit or cause to be removed from the premises and facility any vehicle placed thereon for parking purposes without the express consent of the owner or operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator enter or drive, or permit or cause to be entered or driven, any vehicle which has been placed upon the premises for the purpose of self-parking, without the express consent of the owner or operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator accept or cause to be accepted for parking any commercial vehicles, except with the prior written approval signed by the Commissioner. At no time shall the Operator permit or cause to be permitted the parking of any vehicle whatsoever on or in the premises and facility free of charge.

### Article XIII.

*Operator's employees.*

A. The Operator hereby agrees to select, employ and pay such personnel as may be required in the operation of the facility first hereinabove mentioned, unless otherwise specifically provided for in this Agreement. The Operator agrees further that in performing the covenants, promises and conditions under this Agreement, he shall not discriminate against any worker, employee or applicant, nor against any member of the public, on account of race, creed, color or national origin, nor otherwise commit an unfair employment practice.

B. The Operator agrees further to do or cause to be done the following:

1. To supervise, direct and manage the activities of his employees in such manner as to provide prompt, safe, efficient and courteous services as will be adequate to meet all reasonable demands for parking services on the premises and facility, and to provide a sufficient number of said employees as to enable such services to be provided at all times of the operation of said facility.
2. To cause and require all employees serving as attendants on the premises and facility to wear uniforms, caps and badges to be supplied by and at the expense of the Operator and to require said employees at all times to present a neat and clean appearance. The color and design of said uniforms, caps and badges shall be first approved in writing signed by the Commissioner.

### Article XIV.

*Insurance.*

A. The City, at the time or prior to the execution of this Agreement, agrees to furnish all the insurance required under this Agreement and this Article, to be paid from the revenues resulting from the operation of the facility first hereinabove described. All policies of insurance shall name the beneficiary as indicated below and shall be delivered to and held by the City Comptroller. Said insurance shall be placed only with such insurance companies as are approved from time to time by the City Comptroller.

B. Each such insurance policy as set forth in this Article shall contain a provision to the effect that said insurance cannot be cancelled unless the City Comptroller has been notified not less than thirty (30) days prior to the intended cancellation date.

C. In the event that any additional premiums or audits shall be required, the same shall be paid by the City of Chicago from the revenues resulting from the operation of said facility; any return premiums or audits shall be paid to the City of Chicago, for deposit into an appropriate revenue fund.

D. The insurance to be provided as set forth in this Article shall include the following coverages to be maintained during the life of this Agreement:

1. Workmen's Compensation and Occupational Disease Insurance in the names of the City and Operator as insured parties, covering all employees engaged in any work pursuant to this Agreement; liability coverage to be not less than $100,000.00.

2. Not applicable to this contract.

3. Not applicable to this contract.

4. Not applicable to this contract.

5. Garage Keeper's Legal Liability, Fire and Explosion, Theft of Automobile, and Combined Coverage, in the names of the City and Operator as insured parties, to include riot, civil commotion, vandalism and malicious mischief with a $25.00 deductible provision, and a $100.00 deductible provision for collision and upset.

6. Plate glass coverage, in the names of the City and Operator as insured parties, fully covering all plate glass of the facility.

7. Commercial Blanket Fidelity Bond, in the name of the Operator as the insured party, covering all employees; liability coverage to be not less than $25,000.00.

8. Broad Form Money and Securities Insurance, in the name of the Operator as the insured party, covering interior and exterior locations, if necessary, liability coverage to be not less than $1,000.00.

9. Comprehensive Public Liability and Property Damage Insurance, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries from any one accident; and $50,000.00 for property damage resulting from any one accident.

10. Owner's or Landlord's Protective Policy, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries resulting from any one accident; and $50,000.00 for property damage resulting from any one accident.

11. Not applicable to this contract.

### Article XV.

*Destruction of facilities.*

A. In the event the premises and facility or a part thereof shall become damaged or destroyed by fire, explosion, or other casualty, and if the Commissioner determines in his sole judgment that said damages can be repaired within a reasonable time, upon notification thereof, the Operator agrees to submit plans and specifications for approval by the Commissioner, which are necessary to restore the premises and facility to the condition which existed prior to said damage, and agrees to make all repairs according to said plans and specifications after approval by the Commissioner. Failure of the Operator to submit said plans and specifications to the Commissioner within ten (10) days after the casualty above described, or failure to commence said restoration work within five (5) days after the Operator has received the plans and specifications as approved by the Commissioner, or failure to complete such restoration work within a reasonable time, will constitute an abandonment by the Operator.

B. The cost of such repairs and restoration described in this Article shall be paid from the funds received by the City and Operator under insurance policies to the extent said costs are thereunder covered. Should any balance of costs remain which are not covered by said insurance policies, fifty (50) percent of said balance shall be paid by the City and fifty (50) percent shall be paid by the Operator.

C. Notwithstanding the foregoing provisions, in the event of a casualty described in Paragraph A of this Article, the Commissioner may elect, in his sole judgment, to consider said premises and facility beyond repair and refuse to permit the repair, reconstruction or restoration of said premises and facility, and upon written notice of said election from the Commissioner to the Operator within thirty (30) days from the date of said casualty, the obligation of the operator to pay such rent and charges as are hereinafter reserved to the City shall cease and this Agreement shall thereupon terminate; provided, however, that all rents and charges theretofore accrued shall remain due and payable by the Operator forthwith.

### Article XVI.

*Indemnification.*

The Operator shall assume all risks incident to or in connection with his business to be conducted hereunder and shall be solely responsible for all accidents or injuries of whatsoever kind or nature as may be sustained by any persons or property and the Operator shall indemnify, defend and save harmless the City, its officers, agents and employees from any and all claims, suits, losses or damages arising from said accidents or injuries of whatsoever kind or nature, arising directly or indirectly out of the operation of said business, or resulting from the carelessness, negligence or improper conduct of the City, Operator or any of their officers, agents or employees. Said Operator shall also indemnify, defend and save harmless the City, its officers, agents and employees from any penalties for violation of any law, statute, ordinance or regulation affecting its operations.

### Article XVII.

*Operator's Performance Bond.*

The Operator shall deliver to the City at the time of or prior to the execution of this Agreement an approved Government Bond payable to bearer or the City of Chicago or, in lieu thereof, a Performance Bond approved by the City Comptroller and the Corporation Counsel in the amount of $500.00. Said bond shall be conditioned upon the full and faithful performance by the Operator of each and every covenant, promise, term, condition, undertaking and agreement set forth in this Agreement.

### Article XVIII.

*Parking fees and charges.*

The Operator hereby agrees to charge for parking vehicles on the premises and facility first hereinabove described the following fees, rates and charges, during the term of this Agreement:

A. *Transient.*

No day rates

B. *Monthly.*

For each one-month period........$15.00

C. It is understood and agreed that parking fees, rates and charges may be changed by the Commissioner when authorized and directed to do so by the City Council of the City of Chicago and the Operator agrees to make such changes when directed to do so by the Commissioner. Fees, rates and charges shall be put into effect within forty-eight (48) hours after written notification thereof has been given to the Operator by the Commissioner and shall remain in effect until changed by the Commissioner as herein provided.

### Article XIX.

*License fees, taxes and charges; budget; and compensation.*

A. *License fees, taxes and charges.*

The Operator shall advance all license fees, taxes and charges assessed under local ordinances and State and Federal statutes to the extent that they are applicable to the operation of the Facility. The Operator shall also secure armored car service for the daily collection of revenue from the Facility and advance payment for such services, the selection of the armored car service to be approved in writing by the Commissioner prior to the use thereof by the Operator.

B. *Budget.*

All expenses incurred or to be incurred by the Operator in anticipation of the advancement of funds under this Agreement shall be set forth in a budget for approval by the Commissioner on a form prescribed by the Commissioner, which shall include, but shall not be limited to, license fees, taxes, charges, employee payrolls and like expenses. The budget herein provided for shall be submitted no later than thirty (30) days following the execution of this Agreement and shall be supplemented from time to time so as to reflect such changes or additions as may become necessary or as requested by the Commissioner. The Operator shall submit such detailed supporting data as the Commissioner may request. Each expense item for which reimbursement is being claimed shall be designated as a reimbursable item on said budget. No expense item shall be reimbursed to the Operator unless approved by the Commissioner and the Independent Engineer.

C. *Compensation to Operator.*

For full and faithful performance of the provisions contained in this Agreement the Operator of Facility No. 26 shall be paid for the period of this Agreement 10.0% of all gross revenue collected.

D. *Settlement and reimbursement.*

The Operator's total fee and expense reimbursement shall be computed, finalized and settled for the entire period of this Agreement, specifically on the basis of actual results of the operation of the facility for the period covered by this Agreement, as determined by an examination of the books and records of the Operator by the City after the termination of said period: provided, however, that the City shall make monthly payments of fees and reimbursable expenses, with quarterly adjustments, which shall substantially cover the Operator's earned fees and actual reimbursable expenses for each month under the following procedure:

(1) It is estimated that the Operator's yearly management fee for Facility No. 26 will be approximately $560.00 and that the Operator's annual reimbursable expense will be approximately $3,100.00 making the total annual payment to the Operator to be approximately $3,660.00. The Operator shall receive a monthly reimbursement of one-twelfth of the total approximate yearly payment, or $305.00 on the tenth day of the following month for the first eleven months of the Agreement. The final settlement payment shall constitute the twelfth payment.

(2) At the end of the first three quarters of the period of this Agreement, the Operator shall submit to the City quarterly expense statements reflecting actual expenses incurred within each said quarter by the Operator for said facility. At the end of each quarter the Commissioner shall review actual management fees earned and expenses incurred and if, in his sole judgment, the estimated monthly reimbursement does not correctly reflect actual operations, he may appropriately adjust the monthly reimbursement to reflect actual operating conditions.

(3) At the end of the fourth quarter of the period of this Agreement, the Operator shall submit to the City the fourth quarterly reimbursable expense statement reflecting actual expenses incurred within said quarter. This quarterly statement, when combined with the three previously submitted quarterly statements, shall be used as the basis for computing the final settlement, subject to the aforementioned audit. Such audit shall be completed within 90 days after the expiration of this Agreement and final settlement shall be made within 120 days after the expiration of this Agreement.

In the event that parking rates for Facility No. 26 are increased and are to take effect at any time during the period of this Agreement, this Article XIX shall be subject to review, adjustment and renegotiation by and between the City and the Operator with respect to compensation, and supplemental agreement by and between said parties shall be drawn for the approval of the City Council and execution by the parties.

### Article XX.

*Collection of fees and charges.*

All parking fees and charges made and collected by the Operator and his employees under the terms of this Agreement shall be deposited daily with the armored car service referred to in Article XIX. B. hereof and said armored car service shall deposit said fees and charges for credit to such appropriate revenue account as shall be designated by the Commissioner, said procedure set forth in further detail in the Rules and Regulations promulgated by the Bureau of Parking. All such parking fees and charges shall be made pursuant to parking tickets supplied by the City, which shall be time stamped by the Operator and his employees in accordance with the Rules and Regulations hereinabove referred to, with the exception of monthly charges, otherwise provided for therein.

### Article XXI.

*Operator's records.*

The Operator shall keep accurate records, books and accounts in conformity with a system approved by the Commissioner and agrees to permit authorized personnel of the City to examine said records, books and accounts at any reasonable time as a matter of right.

### Article XXII.

*Vacation and abandonment of premises.*

A. If the Operator shall vacate, desert or abandon the premises and facility, or shall permit the same to remain vacated, deserted or abandoned for a period of ten (10) days, or if the Operator shall breach any covenant, promise or condition set forth in this Agreement, or if the Operator shall default in the payment of any rent or charges payable by him under this Agreement, or if the Operator shall sell, assign or mortgage this Agreement or any provision hereof, or if the Operator shall be in default with respect to his performance of any covenants, promises or conditions contained in this Agreement, or if the Operator shall fail to comply with any of the statutes, ordinances, rules, orders, regulations or requirements of the Federal, State and City government, or any and all of their departments and bureaus applicable or pertinent to said premises and facility, or in the event of the death or incapacity of the Operator, then the Operator's right to possession of the premises and facility thereupon shall cease and terminate, with or without any notice or demand whatsoever if the City so elects, but not otherwise. In such event or events hereinabove set forth, whether this Agreement shall be terminated or not, the Operator agrees to surrender to the City possession of the premises and facility immediately without notice to quit or demand for possession of the premises and facility whatsoever, and the Operator hereby grants to the City full and free license to enter into and upon said premises and facility, or any part thereof, to take possession thereof and expel and remove the Operator or any other person who may be occupying the premises and facility or any part thereof, without resort to courts for an order sanctioning such action, and the City may use force in expelling and removing the Operator and such other person as may be reasonably necessary to accomplish said purpose. It is agreed by the Operator that said entry of the premises and facility by the City shall not constitute a trespass or forcible entry or detainer, nor shall it cause forfeiture of charges due by virtue of the provisions of this Agreement, nor a waiver of any covenant, agreement or promise in this Agreement to be performed by the Operator.

B. The Operator hereby waives all notice of any election made by the City under this Agreement, demand for revenues or other charges reserved under this Agreement, notice to quit, demand for possession, and any all notices and demands whatsoever, of every kind and nature, which may or shall be required by any statute of this State relating to forcible entry and detainer, or to landlord and tenant, or any other statute, or under the common law, during the term of this Agreement. The acceptance of any rents or charges reserved by the City under this Agreement, whether in a single instance or repeatedly, after they shall fall due, or after knowledge of any breach hereof by the Operator, or giving or making of any notice or demand, whether according to any statutory provisions or not, or any act or series of acts, except an express written waiver, shall not be construed as a waiver of the City's right to act without notice or demand or any other right hereby given the City, or as an election not to proceed under the provisions of this Agreement.

D. If the Operator shall file a petition in bankruptcy or shall be involuntarily placed in bankruptcy, or shall be adjudicated a bankrupt, or shall make an assignment for the benefit of creditors, or shall take advantage of any provisions in any statute or ordinance for the advantage of insolvent persons, the City may elect to terminate this Agreement and the term hereof and take immediate possession of the premises facility and appurtenances without notice.

E. In the event the City elects to terminate this Agreement because of a violation of any provisions of this Article, upon such termination the Operator shall compensate the City for any loss in revenue as may be sustained by reason of such termination and provision for such compensation shall be made a condition of the Performance Bond referred to in Article XVII of this Agreement.

F. It is further agreed by and between the parties that the rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

Article XXIII.

*Costs, expenses and attorney's fees.*

The Operator agrees to pay and discharge all costs, expenses and attorney's fees which shall be incurred and expended by the City in enforcing the covenants, promises and conditions of this Agreement, whether by the institution of litigation or in taking of advice of counsel, or otherwise.

Article XXIV.

*Notices.*

Notices to the City provided under this Agreement may be sent by registered mail, postage prepaid, addressed to the Commissioner of Streets and Sanitation, Room 707, City Hall, Chicago, Illinois, 60602, and notices to the Operator provided for in this Agreement may be sent by registered mail, postage prepaid, addressed to the Operator at: Sam D. Kaplan Auto Parks, 188 Randolph Tower, Chicago, Illinois, or in either case to such other respective parties and addresses as the parties hereto may designate in writing from time to time. Such notices shall be deemed to have been given when deposited in any United States Post Office.

Article XXV.

*Construction of Agreement.*

It is agreed by and between the parties hereto that all general provisions, terms, phrases, and expressions shall be subject to rules of construction as will fully implement the true intent and meaning of the parties to this Agreement, including, but not limited to, the following:

A. Words importing the singular number may extend and be applied to several persons or things, and words importing the plural number may include the singular.

B. Words importing the masculine gender may be applied to the feminine gender and to impersonal legal entities.

C. The word "month" means a calendar month, and the word "year" means a calendar year, unless otherwise expressed.

Article XXVI.

*City Council approval.*

This Agreement was authorized by the City Council of the City of Chicago, on the ............day of .................... A.D. 19........ Council Journal page........

In Witness Whereof, the parties hereto have caused this Agreement to be executed under their respective seals on the day and year first above written.

City of Chicago, a municipal corporation.
By: ..........................................
Commissioner of Streets and Sanitation
By: ..........................................
City Comptroller
Operator:
By: ..........................................
Title
By: ..........................................
Attest Title
(Corporate seal)
Approved:
..............................................
Independent Engineer
Approved as to form and legality, except as to property description and execution:
..............................................
Assistant Corporation Counsel

ACKNOWLEDGMENT BY PRINCIPAL IF AN INDIVIDUAL

State of Illinois }
} ss
County of Cook }

I, ..........................................., a Notary Public in and for the County and State aforesaid, Do Hereby Certify that .................................................... who is personally known to me to be the same person whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial seal, this ................ day of ...................................... A.D. 1969.

..............................................
Notary Public
My Commission Expires..........

SECTION 2. This ordinance shall be effective from and after the date of its passage.

## Execution of Parking Facility Operator's Lease Agreement Authorized for Parking Facility No. 27.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on December 30, 1969, page 7342, recommending that the City Council pass a proposed ordinance transmitted with the committee's report [Proposed ordinance printed in Committee Pamphlet No. 19], to authorize execution of Parking Facility Operator's Lease Agreement for Parking Facility No. 27 for Year 1970.

On motion of Alderman Keane said proposed ordinance was *Passed*, by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Singer, Fifielski, Kerwin, Wigoda, Sperling—39.

*Nays*—Aldermen Despres, Simon, Scholl, McCutcheon, Hoellen, O'Rourke—6.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost*.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Streets and Sanitation is hereby authorized and directed to execute on behalf of the City of Chicago, the City Comptroller to countersign, and the City Clerk to attest, upon approval of the Corporation Counsel as to form and legality, a Parking Facility Operator's Agreement between the City of Chicago and Sam D. Kaplan Auto Parks for Chicago Parking Facility No. 27 at No. 1515 W. Belmont Avenue. Said agreement is attached to this ordinance and made a part hereof, the same as if incorporated herein.

### CITY OF CHICAGO
### PARKING FACILITY
### OPERATOR'S AGREEMENT

This Agreement, made this ........................ day of ..........................., A.D. 19...., between the City of Chicago, a municipal corporation of the State of Illinois (sometimes hereinafter referred to as "City"), and Sam D. Kaplan d/b/a, Sam D. Kaplan Auto Parks (sometimes hereinafter referred to as "Operator").

This Agreement Witnesseth:

That for and in consideration of the mutual promises, covenants, terms and conditions, both general and special, as hereinafter set forth, the City hereby grants to the Operator the privileges hereinafter described and the Operator agrees to assume the duties, responsibilities, and obligations as hereinafter set forth, with respect to the premises and parking facility described as follows:

1515 West Belmont Avenue, Chicago, Illinois, known as City of Chicago Parking Facility No. 27.

This City of Chicago Parking Facility Operator's Agreement constitutes the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences shall be implied or impressed upon such Agreement that are not herein set forth.

The term of this Agreement shall be for the period of one (1) year beginning on the 1st day of January, 1970, and ending on the 31st day of December, 1970, unless said terms shall be sooner terminated as hereinafter provided.

### Article I.

*Definition of terms.*

A. "Bureau of Parking" means that agency of the City of Chicago, having management and control of the establishment, operation and maintenance of parking facilities.

B. "Commissioner" means the Commissioner of Streets and Sanitation of the City of Chicago, or any other official designated by the City Council to have administrative supervision over the Bureau of Parking.

C. "Operator" means any natural person, partnership, corporation, company or other legal entity who or which owns, controls, manages and directs the business of parking motor vehicles on public off-street parking lots, or in public off-street parking garages, or in other public off-street parking facilities.

### Article II.

*Assignment or transfer.*

The Operator shall not assign or transfer this Agreement nor any of the rights or privileges granted hereby, nor enter into any contract requiring or permitting the doing of any act hereunder by an independent contractor, unless otherwise expressly provided herein, without prior written approval signed by the Commissioner. If the Operator is a partnership or corporation or legal entity other than a natural person, and control of said entity changes at any time during the term hereof, the City may, at its option, deem and declare such change as a breach of this Agreement and take immediate possession of said premises and facility first hereinabove described. It is understood and agreed by and between the City and the Operator that nothing contained in this Agreement is intended or shall be construed as in any way creating or establishing the relationship of co-partners or joint venturers between the parties hereto.

### Article III.

*Present condition of premises.*

The Operator has examined the premises, facilities and appurtenances first hereinabove described, prior to and as a condition precedent to his acceptance and the execution of this Agreement, and is satisfied with the physical condition of said premises, and his taking possession shall constitute conclusive evidence of his receipt thereof in safe and sanitary condition, and in good order and repair, unless otherwise specified herein. The Operator agrees and admits that no representations as to condition or repair have been made by the City or its officers, employees or agents, which are not herein expressed or endorsed hereon, and that no promises to decorate, alter, repair or improve said premises, before, at or after the execution of this Agreement by the parties, not expressly contained herein, have been made by the City or its officers, employees or agents.

### Article IV.

*Future condition of premises.*

The Operator shall keep the premises, facility and appurtenances first hereinabove described in a safe, sanitary and sightly condition, and in good repair, and shall yield the same back to the City upon the termination of this Agreement in such condition and repair, ordinary wear and tear excepted. If said premises and facility shall not be so kept by the Operator, the City may enter the premises (without such entry constituting a termination of the privileges herein granted or an interference with the possession of or construction or other eviction from said premises and facility) and do all things necessary to restore said premises and facility to the condition herein required.

### Article V.

*Signs and advertising.*

The Operator shall not permit or place, post or cause to be placed or posted any sign, billboard, poster, advertising material or similar devices in view of the general public on, in or about the premises and facility without prior written approval signed by the Commissioner. Any such sign, billboard, poster, advertising material or similar devices not authorized by him may be removed by the City and all cost and expense resulting therefrom shall be charged to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses in addition to the rent and charges otherwise reserved in this Agreement. The City hereby reserves the right to erect and maintain such signs or billboards on the premises and facility, from time to time, as the Commissioner may deem advisable.

### Article VI.

*Alterations and additions.*

The Operator shall make no alterations or additions to the premises and facility first hereinabove described without the prior consent of the City as evidenced by approval in writing signed by the Commissioner. All alterations and additions shall remain as part of said premises and facility unless the City shall otherwise elect, as evidenced by prior approval in writing signed by the Commissioner. Said alterations and additions shall include, but are not limited to, locks, bolts and all fixtures.

### Article VII.

*Maintenance by Operator.*

The Operator agrees to maintain the premises and facility, advancing funds therefor, reimbursement being subject to all provisions of this Agreement, from day to day in good condition and repair and agrees to do all things necessary toward that end, particularly, but not limited to, the following:

A. Maintain all wheel stops and blocks.
B. Maintain and care for all planting.
C. Maintain all washrooms, toilets and rest rooms according to acceptable health standards.
D. Maintain the premises and facility in a clean, presentable condition, prevent accumulations of dirt, paper or trash of any kind upon the premises and facility.
E. Remove snow, ice and other obstructions from adjacent driveways and sidewalks. Said snow, ice and like debris to be removed shall not be placed upon the public ways or any portion thereof.
F. Make minor necessary repairs to plumbing, lighting and heating equipment. It is agreed by and between the parties that the Commissioner in his sole judgment shall determine whether a repair is minor or otherwise.
G. Advance payment for all utility services, including gas, heat, water and electricity, reimbursement being subject to all provisions of this Agreement.

Should the Operator fail to comply with any of the obligations listed above, the City may, after five (5) days notice to comply, in the event of non-compliance, enter upon said premises and take all steps necessary to insure compliance with the above obligations, in addition to other remedies set forth herein, charging the cost and expense of such entry and procedure to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses.

### Article VIII.

*Maintenance by City.*

The City agrees to maintain and pay for the following items of maintenance and equipment:

A. Maintain said facility in structural repair.
B. Make necessary major repairs to plumbing, lighting and heating.
C. Remove snow and ice, except from sidewalks and driveways.
D. Supply and maintain cash register.
E. Supply all parking tickets and other forms.
F. Supply and maintain pavement markings.
G. Supply electric light bulbs and replace said bulbs and fuses when necessary.
H. Maintain and replace all gates and barricades.
I. Maintain and keep in good working order the hoists, hoist equipment, lifts and elevators.
J. Maintain and keep in good working order all neon directional, informational, and advertising signs located in the interior or on the exterior of the facility.

### Article IX.

*Compliance with law; Liens.*

The Operator agrees to operate such facility as first hereinabove described in compliance at all times with this Agreement and all laws, statutes, ordinances and rules and regulations which are now in effect or which may be hereafter adopted, particularly, but not limited to, all rules and regulations of the Bureau of Parking, Department of Streets and Sanitation. The Operator agrees to keep premises, facility and appurtenances first hereinabove described free and clear of any and all liens in any way arising out of the Operator's use and maintenance thereof.

### Article X.

*Operation of facility.*

The Operator agrees to operate the facility subject to all provisions of this Agreement for the convenience of the public during the terms hereof and shall use and occupy the above premises solely for off-street parking of motor vehicles. The Operator shall use his best efforts to secure, maintain and develop the parking business conducted by him under the terms of this Agreement and to increase the same whenever and wherever possible, and shall refrain from and prevent the diversion of any such parking business from the facility whenever possible.

### Article XI.

*Hours of operation.*

The Operator agrees to operate the facility twenty-four (24) hours a day, seven (7) days a week, holidays included. The actual hours of operation will be determined by the Commissioner and may be changed from time to time at his sole discretion. Such change shall take effect within forty-eight (48) hours, Sundays and holidays excluded, after written notice thereof is received by the operator.

### Article XII.

*Vehicle parking.*

At no time shall the Operator remove or permit or cause to be removed from the premises and facility any vehicle placed thereon for parking purposes without the express consent of the owner or operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator enter or drive, or permit or cause to be entered or driven, any vehicle which has been placed upon the premises for the purpose of self-parking, without the express consent of the owner or operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator accept or cause to be accepted for parking any commercial vehicles, except with the prior written approval signed by the Commissioner. At no time shall the Operator permit or cause to be permitted the parking of any vehicle whatsoever on or in the premises and facility free of charge.

### Article XIII.

*Operator's employees.*

A. The Operator hereby agrees to select, employ and pay such personnel as may be required in the operation of the facility first hereinabove mentioned, unless otherwise specifically provided for in this Agreement. The Operator agrees further that in performing the covenants, promises and conditions under this Agreement, he shall not discriminate against any worker, employee or applicant, nor against any member of the public, on account of race, creed, color or national origin, nor otherwise commit an unfair employment practice.

B. The Operator agrees further to do or cause to be done the following:

1. To supervise, direct and manage the activities of his employees in such manner as to provide prompt, safe, efficient and courteous services as will be adequate to meet all reasonable demands for parking services on the premises and facility, and to provide a sufficient number of said employees as to enable such services to be provided at all times of the operation of said facility.
2. To cause and require all employees serving as attendants on the premises and facility to wear uniforms, caps and badges to be supplied by and at the expense of the Operator and to require said employees at all times to present a neat and clean appearance. The color and design of said uniforms, caps and badges shall be first approved in writing signed by the Commissioner.

### Article XIV.

*Insurance.*

A. The City, at the time or prior to the execution of this Agreement, agrees to furnish all the insurance required under this Agreement and this Article, to be paid from the revenues resulting from the operation of the facility first hereinabove described. All policies of insurance shall name the beneficiary as indicated below and shall be delivered to and held by the City Comptroller. Said insurance shall be placed only with such insurance companies as are approved from time to time by the City Comptroller.

B. Each such insurance policy as set forth in this Article shall contain a provision to the effect that said insurance cannot be cancelled unless the City Comptroller has been notified not less than thirty (30) days prior to the intended cancellation date.

C. In the event that any additional premiums or audits shall be required, the same shall be paid by the City of Chicago from the revenues resulting from the operation of said facility; any return premiums or audits shall be paid to the City of Chicago, for deposit into an appropriate revenue fund.

D. The insurance to be provided as set forth in this Article shall include the following coverages to be maintained during the life of this Agreement:

1. Workmen's Compensation and Occupational Disease Insurance in the names of the City and Operator as insured parties, covering all employees engaged in any work pursuant to this Agreement; liability coverage to be not less than $100,000.00.

2. Fire, Extended Coverage, Vandalism and Ma-insured party, with not less than eighty (80) per cent co-insurance on all buildings included in said facility; liability coverage to be not less than $15,000.00.

3. Not applicable to this contract.

4. Not applicable to this contract.

5. Garage Keeper's Legal Liability, Fire and Explosion, Theft of Automobile, and Combined Coverage, in the names of the City and Operator as insured parties, to include riot, civil commotion, vandalism and malicious mischief with a $25.00 deductible provision, and a $100.00 deductible provision for collision and upset.

6. Plate glass coverage, in the names of the City and Operator as insured parties, fully covering all plate glass of the facility.

7. Commercial Blanket Fidelity Bond, in the name of the Operator as the insured party, covering all employees; liability coverage to be not less than $25,000.00.

8. Broad Form Money and Securities Insurance, in the name of the Operator as the insured party, covering interior and exterior locations, if necessary, liability coverage to be not less than $2,000.00.

9. Comprehensive Public Liability and Property Damage Insurance, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries from any one accident; and $50,000.00 for property damage resulting from any one accident.

10. Owner's or Landlord's Protective Policy, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $50,000.00 for injuries resulting from any one accident; and $50,000.00 for property damage resulting from any one accident.

11. Not applicable to this contract.

### Article XV.

*Destruction of facilities.*

A. In the event the premises and facility or a part thereof shall become damaged or destroyed by fire, explosion, or other casualty, and if the Commissioner determines in his sole judgment that said damages can be repaired within a reasonable time, upon notification thereof, the Operator agrees to submit plans and specifications for approval by the Commissioner, which are necessary to restore the premises and facility to the condition which existed prior to said damage, and agrees to make all repairs according to said plans and specifications after approval by the Commissioner. Failure of the Operator to submit said plans and specifications to the Commissioner within ten (10) days after the casualty above described, or failure to commence said restoration work within five (5) days after the Operator has received the plans and specifications as approved by the Commissioner, or failure to complete such restoration work within a reasonable time, will constitute an abandonment by the Operator.

B. The cost of such repairs and restoration described in this Article shall be paid from the funds received by the City and Operator under insurance policies to the extent said costs are thereunder covered. Should any balance of costs remain which are not covered by said insurance policies, fifty (50) percent of said balance shall be paid by the City and fifty (50) percent shall be paid by the Operator.

C. Notwithstanding the foregoing provisions, in the event of a casualty described in Paragraph A of this Article, the Commissioner may elect, in his sole judgment, to consider said premises and facility beyond repair and refuse to permit the repair, reconstruction or restoration of said premises and facility, and upon written notice of said election from the Commissioner to the Operator within thirty (30) days from the date of said casualty, the obligation of the operator to pay such rent and charges as are hereinafter reserved to the City shall cease and this Agreement shall thereupon terminate; provided, however, that all rents and charges theretofore accrued shall remain due and payable by the Operator forthwith.

### Article XVI.

*Indemnification.*

The Operator shall assume all risks incident to or in connection with his business to be conducted hereunder and shall be solely responsible for all accidents or injuries of whatsoever kind or nature as may be sustained by any persons or property and the Operator shall indemnify, defend and save harmless the City, its officers, agents and employees from any and all claims, suits, losses or damages arising from said accidents or injuries of whatsoever kind or nature, arising directly or indirectly out of the operation of said business, or resulting from the carelessness, negligence or improper conduct of the City, Operator or any of their officers, agents or employees. Said Operator shall also indemnify, defend and save harmless the City, its officers, agents and employees from any penalties for violation of any law, statute, ordinance or regulation affecting its operations.

### Article XVII.

*Operator's Performance Bond.*

The Operator shall deliver to the City at the time of or prior to the execution of this Agreement an approved Government Bond payable to bearer or the City of Chicago or, in lieu thereof, a Performance Bond approved by the City Comptroller and the Corporation Counsel in the amount of $1,000.00. Said Bond shall be conditioned upon the full and faithful performance by the Operator of each and every covenant, promise, term, condition, undertaking and agreement set forth in this Agreement.

### Article XVIII.

*Parking fees and charges.*

The Operator hereby agrees to charge for parking vehicles on the premises and facility first hereinabove described the following fees, rates and charges, during the term of this Agreement:

A. *Transient.*

| | |
|---|---|
| First half hour | $0.10 |
| Second half hour | 0.10 |
| Each hour thereafter | 0.10 |
| 24 hour maximum | 0.75 |

B. *Monthly.*

| | |
|---|---|
| For each one-month period | $10.00 |

C. It is understood and agreed that parking fees, rates and charges may be changed by the Commissioner when authorized and directed to do so by the City Council of the City of Chicago and the Operator agrees to make such changes when directed to do so by the Commissioner. Fees, rates and charges shall be put into effect within forty-eight (48) hours after written notification thereof has been given to the Operator by the Commissioner and shall remain in effect until changed by the Commissioner as herein provided.

### Article XIX.

*License fees, taxes and charges; budget; and compensation.*

A. *License fees, taxes and charges.*

The Operator shall advance all license fees, taxes and charges assessed under local ordinances and State and Federal statutes to the extent that they are applicable to the operation of the Facility. The Operator shall also secure armored car service for the daily collection of revenue from the Facility and advance payment for such services, the selection of the armored car service to be approved in writing by the Commissioner prior to the use thereof by the Operator.

B. *Budget.*

All expenses incurred or to be incurred by the Operator in anticipation of the advancement of funds under this Agreement shall be set forth in a budget for approval by the Commissioner on a form prescribed by the Commissioner, which shall include, but shall not be limited to, license fees, taxes, charges, employee payrolls and like expenses. The budget herein provided for shall be submitted no later than thirty (30) days following the execution of this Agreement and shall be supplemented from time to time so as to reflect such changes or additions as may become necessary or as requested by the Commissioner. The Operator shall submit such detailed supporting data as the Commissioner may request. Each expense item for which reimbursement is being claimed shall be designated as a reimbursable item on said budget. No expense item shall be reimbursed to the Operator unless approved by the Commissioner and the Independent Engineer.

C. *Compensation to Operator.*

For full and faithful performance of the provisions contained in this Agreement the Operator of Facility No. 27 shall be paid for the period of this Agreement 10.0% of all gross revenue collected.

D. *Settlement and reimbursement.*

The Operator's total fee and expense reimbursement shall be computed, finalized and settled for the entire period of this Agreement, specifically on the basis of actual results of the operation of the facility for the period covered by this Agreement, as determined by an examination of the books and records of the Operator by the City after the termination of said period: provided, however, that the City shall make monthly payments of fees and reimbursable expenses, with quarterly adjustments, which shall substantially cover the Operator's earned fees and actual reimbursable expenses for each month under the following procedure:

(1) It is estimated that the Operator's yearly management fee for Facility No. 27 will be approximately $2,450.00 and that the Operator's annual reimbursable expense will be approximately $10,510.00 making the total annual payment to the Operator to be approximately $12,960.00. The Operator shall receive a monthly reimbursement of one-twelfth of the total approximate yearly payment, or $1,080.00 on the tenth day of the following month for the first eleven months of the Agreement. The final settlement payment shall constitute the twelfth payment.

(2) At the end of the first three quarters of the period of this Agreement, the Operator shall submit to the City quarterly expense state-

ments reflecting actual expenses incurred within each said quarter by the Operator for said facility. At the end of each quarter the Commissioner shall review actual management fees earned and expenses incurred and if, in his sole judgment, the estimated monthly reimbursement does not correctly reflect actual operations, he may appropriately adjust the monthly reimbursement to reflect actual operating conditions.

(3) At the end of the fourth quarter of the period of this Agreement, the Operator shall submit to the City the fourth quarterly reimbursable expense statement reflecting actual expenses incurred within said quarter. This quarterly statement, when combined with the three previously submitted quarterly statements, shall be used as the basis for computing the final settlement, subject to the aforementioned audit. Such audit shall be completed within 90 days after the expiration of this Agreement and final settlement shall be made within 120 days after the expiration of this Agreement.

In the event that parking rates for Facility No. 27 are increased and are to take effect at any time during the period of this Agreement, this Article XIX shall be subject to review, adjustment and renegotiation by and between the City and the Operator with respect to compensation, and supplemental agreement by and between said parties shall be drawn for the approval of the City Council and execution by the parties.

### Article XX.

*Collection of fees and charges.*

All parking fees and charges made and collected by the Operator and his employees under the terms of this Agreement shall be deposited daily with the armored car service referred to in Article XIX. B. hereof and said armored car service shall deposit said fees and charges for credit to such appropriate revenue account as shall be designated by the Commissioner, said procedure set forth in further detail in the Rules and Regulations promulgated by the Bureau of Parking. All such parking fees and charges shall be made pursuant to parking tickets supplied by the City, which shall be time stamped by the Operator and his employees in accordance with the Rules and Regulations hereinabove referred to, with the exception of monthly charges, otherwise provided for therein.

### Article XXI.

*Operator's records.*

The Operator shall keep accurate records, books and accounts in conformity with a system approved by the Commissioner and agrees to permit authorized personnel of the City to examine said records, books and accounts at any reasonable time as a matter of right.

### Article XXII.

*Vacation and abandonment of premises.*

A. If the Operator shall vacate, desert or abandon the premises and facility, or shall permit the same to remain vacated, deserted or abandoned for a period of ten (10) days, or if the Operator shall breach any covenant, promise or condition set forth in this Agreement, or if the Operator shall default in the payment of any rent or charges payable by him under this Agreement, or if the Operator shall sell, assign or mortgage this Agreement or any provision hereof, or if the Operator shall be in default with respect to his performance of any covenants, promises or conditions contained in this Agreement, or if the Operator shall fail to comply with any of the statutes, ordinances, rules, orders, regulations or requirements of the Federal, State and City government, or any and all of their departments and bureaus applicable or pertinent to said premises and facility, or in the event of the death or incapacity of the Operator, then the Operator's right to possession of the premises and facility thereupon shall cease and terminate, with or without any notice or demand whatsoever if the City so elects, but not otherwise. In such event or events hereinabove set forth, whether this Agreement shall be terminated or not, the Operator agrees to surrender to the City possession of the premises and facility immediately without notice to quit or demand for possession of the premises and facility whatsoever, and the Operator hereby grants to the City full and free license to enter into and upon said premises and facility, or any part thereof, to take possession thereof and expel and remove the Operator or any other person who may be occupying the premises and facility or any part thereof, without resort to courts for an order sanctioning such action, and the City may use force in expelling and removing the Operator and such other person as may be reasonably necessary to accomplish said purpose. It is agreed by the Operator that said entry of the premises and facility by the City shall not constitute a trespass or forcible entry or detainer, nor shall it cause forfeiture of charges due by virtue of the provisions of this Agreement, nor a waiver of any covenant, agreement or promise in this Agreement to be performed by the Operator.

B. The Operator hereby waives all notice of any election made by the City under this Agreement, demand for revenues or other charges reserved under this Agreement, notice to quit, demand for possession, and any all notices and demands whatsoever, of every kind and nature, which may or shall be required by any statute of this State relating to forcible entry and detainer, or to landlord and tenant, or any other statute, or under the common law, during the term of this Agreement. The acceptance of any rents or charges reserved by the City under this Agreement, whether in a single instance or repeatedly, after they shall fall due, or after knowedge of any breach hereof by the Operator, or giving or making of any notice or demand, whether according to any statutory provisions or not, or any act or series of acts, except an express written waiver, shall not be construed as a waiver of the City's right to act without notice or demand or any other right hereby given the City, or as an election not to proceed under the provisions of this Agreement.

D. If the Operator shall file a petition in bankruptcy or shall be involuntarily placed in bankruptcy, or shall be adjudicated a bankrupt, or shall make an assignment for the benefit of creditors, or shall take advantage of any provisions in any statute or ordinance for the advantage of insolvent persons, the City may elect to terminate this Agreement and the term hereof and take immediate possession of the premises facility and appurtenances without notice.

E. In the event the City elects to terminate this Agreement because of a violation of any provisions of this Article, upon such termination the Operator shall compensate the City for any loss in revenue as may be sustained by reason of such termination and provision for such compensation shall be made a condition of the Performance Bond referred to in Article XVII of this Agreement.

F. It is further agreed by and between the parties that the rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

### Article XXIII.

*Costs, expenses and attorney's fees.*

The Operator agrees to pay and discharge all costs, expenses and attorney's fees which shall be incurred and expended by the City in enforcing the covenants, promises and conditions of this Agreement, whether by the institution of litigation or in taking of advice of counsel, or otherwise.

### Article XXIV.

*Notices.*

Notices to the City provided under this Agreement may be sent by registered mail, postage prepaid, addressed to the Commissioner of Streets and Sanitation, Room 707, City Hall, Chicago, Illinois, 60602, and notices to the Operator provided for in this Agreement may be sent by registered mail, postage prepaid, addressed to the Operator at: Sam D. Kaplan Auto Parks, 188 Randolph Tower, Chicago, Illinois, or in either case to such other respective parties and addresses as the parties hereto may designate in writing from time to time. Such notices shall be deemed to have been given when deposited in any United States Post Office.

### Article XXV.

*Construction of Agreement.*

It is agreed by and between the parties hereto that all general provisions, terms, phrases, and expressions shall be subject to rules of construction as will fully implement the true intent and meaning of the parties to this Agreement, including, but not limited to, the following:

A. Words importing the singular number may extend and be applied to several persons or things, and words importing the plural number may include the singular.

B. Words importing the masculine gender may be applied to the feminine gender and to impersonal legal entities.

C. The word "month" means a calendar month, and the word "year" means a calendar year, unless otherwise expressed.

### Article XXVI.

*City Council approval.*

This Agreement was authorized by the City Council of the City of Chicago, on the ............day of ................... A.D. 19........ Council Journal page........

In Witness Whereof, the parties hereto have caused this Agreement to be executed under their respective seals on the day and year first above written.

City of Chicago, a municipal corporation.

By: ........................................
Commissioner of Streets and Sanitation

By: ........................................
City Comptroller

Operator:

By: ........................................
Title

By: ........................................
Attest Title
(Corporate seal)

Approved:

................................................
Independent Engineer

Approved as to form and legality, except as to property description and execution:

................................................
Assistant Corporation Counsel

ACKNOWLEDGMENT BY PRINCIPAL IF AN INDIVIDUAL

State of Illinois }
} ss
County of Cook }

I, .........................................., a Notary Public in and for the County and State aforesaid, Do Hereby Certify that ..................................................... who is personally known to me to be the same person whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial seal, this ............... day of ..................................... A.D. 1969.

.....................................................
Notary Public
My Commission Expires..........

SECTION 2. This ordinance shall be effective from and after the date of its passage.

---

## Execution of Parking Facility Operator's Lease Agreement Authorized for Parking Facility No. 28.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on December 30, 1969, page 7343, recommending that the City Council pass a proposed ordinance transmitted with the committee's report [Proposed ordinance printed in Committee Pamphlet No. 19], to authorize execution of Parking Facility Operator's Lease Agreement for Parking Facility No. 28 for Year 1970.

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Singer, Fifielski, Kerwin, Wigoda, Sperling—39.

*Nays*—Aldermen Despres, Simon, Scholl, McCutcheon, Hoellen, O'Rourke—6.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Streets and Sanitation is hereby authorized and directed to execute on behalf of the City of Chicago, the City Comptroller to countersign, and the City Clerk to attest, upon approval of the Corporation Counsel as to form and legality, a Parking Facility Operator's Agreement between the City of Chicago and Sam D. Kaplan Auto Parks for Chicago Parking Facility No. 28 at No. 1530 W. Barry Avenue. Said agreement is attached to this ordinance and made a part hereof, the same as if incorporated herein.

### CITY OF CHICAGO
### PARKING FACILITY
### OPERATOR'S AGREEMENT

This Agreement, made this ........................ day of ............................, A.D. 19...., between the City of Chicago, a municipal corporation of the State of Illinois (sometimes hereinafter referred to as "City"), and Sam D. Kaplan d/b/a, Sam D. Kaplan Auto Parks (sometimes hereinafter referred to as "Operator").

This Agreement Witnesseth:

That for and in consideration of the mutual promises, covenants, terms and conditions, both general and special, as hereinafter set forth, the City hereby grants to the Operator the privileges hereinafter described and the Operator agrees to assume the duties, responsibilities, and obligations as hereinafter set forth, with respect to the premises and parking facility described as follows:

1530 West Barry Avenue, Chicago, Illinois, known as City of Chicago Parking Facility No. 28.

This City of Chicago Parking Facility Operator's Agreement constitutes the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences shall be implied or impressed upon such Agreement that are not herein set forth.

The term of this Agreement shall be for the period of one (1) year beginning on the 1st day of January, 1970, and ending on the 31st day of December, 1970, unless said terms shall be sooner terminated as hereinafter provided.

### Article I.

*Definition of terms.*

A. "Bureau of Parking" means that agency of the City of Chicago, having management and control of the establishment, operation and maintenance of parking facilities.

B. "Commissioner" means the Commissioner of Streets and Sanitation of the City of Chicago, or any other official designated by the City Council to have administrative supervision over the Bureau of Parking.

C. "Operator" means any natural person, partnership, corporation, company or other legal entity who or which owns, controls, manages and directs the business of parking motor vehicles on public off-street parking lots, or in public off-street parking garages, or in other public off-street parking facilities.

### Article II.

*Assignment or transfer.*

The Operator shall not assign or transfer this Agreement nor any of the rights or privileges granted hereby, nor enter into any contract requiring or permitting the doing of any act hereunder by an independent contractor, unless otherwise expressly provided herein, without prior written approval signed by the Commissioner. If the Operator is a partnership or corporation or legal entity other than a natural person, and control of said entity changes at any time during the term hereof, the City may, at its option, deem and declare such change as a breach of this Agreement and take immediate possession of said premises and facility first hereinabove described. It is understood and agreed by and between the City and the Operator that nothing contained in this Agreement is intended or shall be construed as in any way creating or establishing the relationship of co-partners or joint venturers between the parties hereto.

### Article III.

*Present condition of premises.*

The Operator has examined the premises, facilities and appurtenances first hereinabove described, prior to and as a condition precedent to his acceptance and the execution of this Agreement, and is satisfied with the physical condition of said premises, and his taking possession shall constitute conclusive evidence of his receipt thereof in safe and sanitary condition, and in good order and repair, unless otherwise specified herein. The Operator agrees and admits that no representations as to condition or repair have been made by the City or its officers, employees or agents, which are not herein expressed or endorsed hereon, and that no promises to decorate, alter, repair or improve said premises, before, at or after the execution of this Agreement by the parties, not expressly contained herein, have been made by the City or its officers, employees or agents.

### Article IV.

*Future condition of premises.*

The Operator shall keep the premises, facility and appurtenances first hereinabove described in a safe, sanitary and sightly condition, and in good repair, and shall yield the same back to the City upon the termination of this Agreement in such condition and repair, ordinary wear and tear excepted. If said premises and facility shall not be so kept by the Operator, the City may enter the premises (without such entry constituting a termination of the privileges herein granted or an interference with the possession of or construction or other eviction from said premises and facility) and do all things necessary to restore said premises and facility to the condition herein required.

### Article V.

*Signs and advertising.*

The Operator shall not permit or place, post or cause to be placed or posted any sign, billboard, poster, advertising material or similar devices in view of the general public on, in or about the premises and facility without prior written approval signed by the Commissioner. Any such sign, billboard, poster, advertising material or similar devices not authorized by him may be removed by the City and all cost and expense resulting therefrom shall be charged to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses in addition to the rent and charges otherwise reserved in this Agreement. The City hereby reserves the right to erect and maintain such signs or billboards on the premises and facility, from time to time, as the Commissioner may deem advisable.

### Article VI.

*Alterations and additions.*

The Operator shall make no alterations or additions to the premises and facility first hereinabove described without the prior consent of the City as evidenced by approval in writing signed by the Commissioner. All alterations and additions shall remain as part of said premises and facility unless the City shall otherwise elect, as evidenced by prior approval in writing signed by the Commissioner. Said alterations and additions shall include, but are not limited to, locks, bolts and all fixtures.

### Article VII.

*Maintenance by Operator.*

The Operator agrees to maintain the premises and facility, advancing funds therefor, reimbursement being subject to all provisions of this Agreement, from day to day in good condition and repair and agrees to do all things necessary toward that end, particularly, but not limited to, the following:

A. Maintain all wheel stops and blocks.

B. Maintain and care for all planting.

C. Maintain all washrooms, toilets and rest rooms according to acceptable health standards.

D. Maintain the premises and facility in a clean, presentable condition, prevent accumulations of dirt, paper or trash of any kind upon the premises and facility.

E. Remove snow, ice and other obstructions from adjacent driveways and sidewalks. Said snow, ice and like debris to be removed shall not be placed upon the public ways or any portion thereof.

F. Make minor necessary repairs to plumbing, lighting and heating equipment. It is agreed by and between the parties that the Commissioner in his sole judgment shall determine whether a repair is minor or otherwise.

G. Advance payment for all utility services, including gas, heat, water and electricity, reimbursement being subject to all provisions of this Agreement.

Should the Operator fail to comply with any of the obligations listed above, the City may, after five (5) days notice to comply, in the event of non-compliance, enter upon said premises and take all steps necessary to insure compliance with the above obligations, in addition to other remedies set forth herein, charging the cost and expense of such entry and procedure to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses.

### Article VIII.

*Maintenance by City.*

The City agrees to maintain and pay for the following items of maintenance and equipment:

A. Maintain said facility in structural repair.

B. Make necessary major repairs to plumbing, lighting and heating.

C. Remove snow and ice, except from sidewalks and driveways.

D. Supply and maintain cash register.

E. Supply all parking tickets and other forms.

F. Supply and maintain pavement markings.

G. Supply electric light bulbs and replace said bulbs and fuses when necessary.

H. Maintain and replace all gates and barricades.

I. Maintain and keep in good working order the hoists, hoist equipment, lifts and elevators.

J. Maintain and keep in good working order all neon directional, informational, and advertising signs located in the interior or on the exterior of the facility.

### Article IX.

*Compliance with law; Liens.*

The Operator agrees to operate such facility as first hereinabove described in compliance at all times with this Agreement and all laws, statutes, ordinances and rules and regulations which are now in effect or which may be hereafter adopted, particularly, but not limited to, all rules and regulations of the Bureau of Parking, Department of Streets and Sanitation. The Operator agrees to keep premises, facility and appurtenances first hereinabove described free and clear of any and all liens in any way arising out of the Operator's use and maintenance thereof.

### Article X.

*Operation of facility.*

The Operator agrees to operate the facility subject to all provisions of this Agreement for the convenience of the public during the terms hereof and shall use and occupy the above premises solely for off-street parking of motor vehicles. The Operator shall use his best efforts to secure, maintain and develop the parking business conducted by him under the terms of this Agreement and to increase the same whenever and wherever possible, and shall refrain from and prevent the diversion of any such parking business from the facility whenever possible.

### Article XI.

*Hours of operation.*

The Operator agrees to operate the facility twenty-four (24) hours a day, seven (7) days a week, holidays included. The actual hours of operation will be determined by the Commissioner and may be changed from time to time at his sole discretion. Such change shall take effect within forty-eight (48) hours, Sundays and holidays excluded, after written notice thereof is received by the operator.

### Article XII.

*Vehicle parking.*

At no time shall the Operator remove or permit or cause to be removed from the premises and facility any vehicle placed thereon for parking purposes without the express consent of the owner or operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator enter or drive, or permit or cause to be entered or driven, any vehicle which has been placed upon the premises for the purpose of self-parking, without the express consent of the owner or operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator accept or cause to be accepted for parking any commercial vehicles, except with the prior written approval signed by the Commissioner. At no time shall the Operator permit or cause to be permitted the parking of any vehicle whatsoever on or in the premises and facility free of charge.

### Article XIII.

*Operator's employees.*

A. The Operator hereby agrees to select, employ and pay such personnel as may be required in the operation of the facility first hereinabove mentioned, unless otherwise specifically provided for in this Agreement. The Operator agrees further that in performing the covenants, promises and conditions under this Agreement, he shall not discriminate against any worker, employee or applicant, nor against any member of the public, on account of race, creed, color or national origin, nor otherwise commit an unfair employment practice.

B. The Operator agrees further to do or cause to be done the following:

1. To supervise, direct and manage the activities of his employees in such manner as to provide prompt, safe, efficient and courteous

services as will be adequate to meet all reasonable demands for parking services on the premises and facility, and to provide a sufficient number of said employees as to enable such services to be provided at all times of the operation of said facility.

2. To cause and require all employees serving as attendants on the premises and facility to wear uniforms, caps and badges to be supplied by and at the expense of the Operator and to require said employees at all times to present a neat and clean appearance. The color and design of said uniforms, caps and badges shall be first approved in writing signed by the Commissioner.

### Article XIV.

*Insurance.*

A. The City, at the time or prior to the execution of this Agreement, agrees to furnish all the insurance required under this Agreement and this Article, to be paid from the revenues resulting from the operation of the facility first hereinabove described. All policies of insurance shall name the beneficiary as indicated below and shall be delivered to and held by the City Comptroller. Said insurance shall be placed only with such insurance companies as are approved from time to time by the City Comptroller.

B. Each such insurance policy as set forth in this Article shall contain a provision to the effect that said insurance cannot be cancelled unless the City Comptroller has been notified not less than thirty (30) days prior to the intended cancellation date.

C. In the event that any additional premiums or audits shall be required, the same shall be paid by the City of Chicago from the revenues resulting from the operation of said facility; any return premiums or audits shall be paid to the City of Chicago, for deposit into an appropriate revenue fund.

D. The insurance to be provided as set forth in this Article shall include the following coverages to be maintained during the life of this Agreement:

1. Workmen's Compensation and Occupational Disease Insurance in the names of the City and Operator as insured parties, covering all employees engaged in any work pursuant to this Agreement; liability coverage to be not less than $100,000.00.

2. Not applicable to this contract.

3. Not applicable to this contract.

4. Not applicable to this contract.

5. Garage Keeper's Legal Liability, Fire and Explosion, Theft of Automobile, and Combined Coverage, in the names of the City and Operator as insured parties, to include riot, civil commotion, vandalism and malicious mischief with a $25.00 deductible provision, and a $100.00 deductible provision for collision and upset.

6. Plate glass coverage, in the names of the City and Operator as insured parties, fully covering all plate glass of the facility.

7. Commercial Blanket Fidelity Bond, in the name of the Operator as the insured party, covering all employees; liability coverage to be not less than $25,000.00.

8. Broad Form Money and Securities Insurance, in the name of the Operator as the insured party, covering interior and exterior locations, if necessary, liability coverage to be not less than $2,000.00.

9. Comprehensive Public Liability and Property Damage Insurance, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries from any one accident; and $50,000.00 for property damage resulting from any one accident.

10. Owner's or Landlord's Protective Policy, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries resulting from any one accident; and $50,000.00 for property damage resulting from any one accident.

11. Not applicable to this contract.

### Article XV.

*Destruction of facilities.*

A. In the event the premises and facility or a part thereof shall become damaged or destroyed by fire, explosion, or other casualty, and if the Commissioner determines in his sole judgment that said damages can be repaired within a reasonable time, upon notification thereof, the Operator agrees to submit plans and specifications for approval by the Commissioner, which are necessary to restore the premises and facility to the condition which existed prior to said damage, and agrees to make all repairs according to said plans and specifications after approval by the Commissioner. Failure of the Operator to submit said plans and specifications to the Commissioner within ten (10) days after the casualty above described, or failure to commence said restoration work within five (5) days after the Operator has received the plans and specifications as approved by the Commissioner, or failure to complete such restoration work within a reasonable time, will constitute an abandonment by the Operator.

B. The cost of such repairs and restoration described in this Article shall be paid from the funds received by the City and Operator under insurance policies to the extent said costs are thereunder covered. Should any balance of costs remain which are not covered by said insurance policies, fifty (50) percent of said balance shall be paid by the City and fifty (50) percent shall be paid by the Operator.

C. Notwithstanding the foregoing provisions, in the event of a casualty described in Paragraph A of this Article, the Commissioner may elect, in his sole judgment, to consider said premises and facility beyond repair and refuse to permit the repair, reconstruction or restoration of said premises and facility, and upon written notice of said election from the Commissioner to the Operator within thirty (30) days from the date of said casualty, the obligation of the operator to pay such rent and charges as are hereinafter reserved to the City shall cease and this Agreement shall thereupon terminate; provided, however, that all rents and charges theretofore accrued shall remain due and payable by the Operator forthwith.

### Article XVI.

*Indemnification.*

The Operator shall assume all risks incident to or in connection with his business to be conducted hereunder and shall be solely responsible for all accidents or injuries of whatsoever kind or nature as may be sustained by any persons or property and the Operator shall indemnify, defend and save harmless the City, its officers, agents and employees from any and all claims, suits, losses or damages arising from said accidents or injuries of whatsoever kind or nature, arising directly or indirectly out of the operation of said business, or resulting from the carelessness, negligence or improper conduct of the City, Operator or any of their officers, agents or employees. Said Operator shall also indemnify, defend and save harmless the City, its officers, agents and employees from any penalties for violation of any law, statute, ordinance or regulation affecting its operations.

### Article XVII.

*Operator's Performance Bond.*

The Operator shall deliver to the City at the time of or prior to the execution of this Agreement an approved Government Bond payable to bearer or the City of Chicago or, in lieu thereof, a Performance Bond approved by the City Comptroller and the Corporation Counsel in the amount of $500.00. Said bond shall be conditioned upon the full and faithful performance by the Operator of each and every covenant, promise, term, condition, undertaking and agreement set forth in this Agreement.

### Article XVIII.

*Parking fees and charges.*

The Operator hereby agrees to charge for parking vehicles on the premises and facility first hereinabove described the following fees, rates and charges, during the term of this Agreement:

A. *Transient.*

| | |
|---|---|
| First twenty minutes | $0.05 |
| Second twenty minutes | 0.05 |
| Third twenty minutes | 0.05 |
| Second hour | 0.10 |
| Each additional hour | 0.15 |

B. *Monthly.*

| | |
|---|---|
| For each one-month period | $10.00 |

C. It is understood and agreed that parking fees, rates and charges may be changed by the Commissioner when authorized and directed to do so by the City Council of the City of Chicago and the Operator agrees to make such changes when directed to do so by the Commissioner. Fees, rates and charges shall be put into effect within forty-eight (48) hours after written notification thereof has been given to the Operator by the Commissioner and shall remain in effect until changed by the Commissioner as herein provided.

### Article XIX.

*License fees, taxes and charges; budget; and compensation.*

A. *License fees, taxes and charges.*

The Operator shall advance all license fees, taxes and charges assessed under local ordinances and State and Federal statutes to the extent that they are applicable to the operation of the Facility. The Operator shall also secure armored car service for the daily collection of revenue from the Facility and advance payment for such services, the selection of the armored car service to be approved in writing by the Commissioner prior to the use thereof by the Operator.

B. *Budget.*

All expenses incurred or to be incurred by the Operator in anticipation of the advancement of funds under this Agreement shall be set forth in a budget for approval by the Commissioner on a form prescribed by the Commissioner, which shall include, but shall not be limited to, license fees, taxes, charges, employee payrolls and like expenses. The budget herein provided for shall be submitted no later than thirty (30) days following the execution of this Agreement and shall be supplemented from time to time so as to reflect such changes or additions as may become necessary or as requested by the Commissioner. The Operator shall submit such detailed supporting data as the Commissioner may request. Each expense item for which reimbursement is being claimed shall be designated as a reimbursable item on said budget. No expense item shall be reimbursed to the Operator unless approved by the Commissioner and the Independent Engineer.

C. *Compensation to Operator.*

For full and faithful performance of the provisions contained in this Agreement the Operator of Facility No. 28 shall be paid for the period of this Agreement 10.0% of all gross revenue collected.

D. *Settlement and reimbursement.*

The Operator's total fee and expense reimbursement shall be computed, finalized and settled for the entire period of this Agreement, specifically on the basis of actual results of the operation of the facility for the period covered by this Agreement, as determined by an examination of the books and records of the Operator by the City after the termination of said period: provided, however, that the City shall make monthly payments of fees and reimbursable expenses, with quarterly adjustments, which shall substantially cover the Operator's earned fees and actual reimbursable expenses for each month under the following procedure:

(1) It is estimated that the Operator's yearly management fee for Facility No. 28 will be approximately $470.00 and that the Opertor's annual reimbursable expense will be approximately $1,990.00 making the total annual payment to the Operator to be approximately $2,460.00. The Operator shall receive a monthly reimbursement of one-twelfth of the total approximate yearly payment, or $205.00 on the tenth day of the following month for the first eleven months of the Agreement. The final settlement payment shall constitute the twelfth payment.

(2) At the end of the first three quarters of the period of this Agreement, the Operator shall submit to the City quarterly expense statements reflecting actual expenses incurred within each said quarter by the Operator for said facility. At the end of each quarter the Commissioner shall review actual management fees earned and expenses incurred and if, in his sole judgment, the estimated monthly reimbursement does not correctly reflect actual operations, he may appropriately adjust the monthly reimbursement to reflect actual operating conditions.

(3) At the end of the fourth quarter of the period of this Agreement, the Operator shall submit to the City the fourth quarterly reimbursable expense statement reflecting actual expenses incurred within said quarter. This quarterly statement, when combined with the three previously submitted quarterly statements, shall be used as the basis for computing the final settlement, subject to the aforementioned audit. Such audit shall be completed within 90 days after the expiration of this Agreement and final settlement shall be made within 120 days after the expiration of this Agreement.

In the event that parking rates for Facility No. 28 are increased and are to take effect at any time during the period of this Agreement, this Article XIX shall be subject to review, adjustment and renegotiation by and between the City and the Operator with respect to compensation, and supplemental agreement by and between said parties shall be drawn for the approval of the City Council and execution by the parties.

### Article XX.

*Collection of fees and charges.*

All parking fees and charges made and collected by the Operator and his employees under the terms of this Agreement shall be deposited daily with the armored car service referred to in Article XIX. B. hereof and said armored car service shall deposit said fees and charges for credit to such appropriate revenue account as shall be designated by the Commissioner, said procedure set forth in further detail in the Rules and Regulations promulgated by the Bureau of Parking. All such parking fees and charges shall be made pursuant to parking tickets supplied by the City, which shall be time stamped by the Operator and his employees in accordance with the Rules and Regulations hereinabove referred to, with the exception of monthly charges, otherwise provided for therein.

### Article XXI.

*Operator's records.*

The Operator shall keep accurate records, books and accounts in conformity with a system approved by the Commissioner and agrees to permit authorized personnel of the City to examine said records, books and accounts at any reasonable time as a matter of right.

### Article XXII.

*Vacation and abandonment of premises.*

A. If the Operator shall vacate, desert or abandon the premises and facility, or shall permit the same to remain vacated, deserted or abandoned for a period of ten (10) days, or if the Operator shall breach any covenant, promise or condition set forth in this Agreement, or if the Operator shall default in the payment of any rent or charges payable by him under this Agreement, or if the Operator shall sell, assign or mortgage this Agreement or any provision hereof, or if the Operator shall be in default with respect to his performance of any covenants, promises or conditions contained in this Agreement, or if the Operator shall fail to comply with any of the statutes, ordinances, rules, orders, regulations or requirements of the Federal, State and City government, or any and all of their departments and bureaus applicable or pertinent to said premises and facility, or in the event of the death or incapacity of the Operator, then the Operator's right to possession of the premises and facility thereupon shall cease and terminate, with or without any notice or demand whatsoever if the City so elects, but not otherwise. In such event or events hereinabove set forth, whether this Agreement shall be terminated or not, the Operator agrees to surrender to the City possession of the premises and facility immediately without notice to quit or demand for possession of the premises and facility whatsoever, and the Operator hereby grants to the City full and free license to enter into and upon said premises and facility, or any part thereof, to take possession thereof and expel and remove the Operator or any other person who may be occupying the premises and facility or any part thereof, without resort to courts for an order sanctioning such action, and the City may use force in expelling and removing the Operator and such other person as may be reasonably necessary to accomplish said purpose. It is agreed by the Operator that said entry of the premises and facility by the City shall not constitute a trespass or forcible entry or detainer, nor shall it cause forfeiture of charges due by virtue of the provisions of this Agreement, nor a waiver of any covenant, agreement or promise in this Agreement to be performed by the Operator.

B. The Operator hereby waives all notice of any election made by the City under this Agreement, demand for revenues or other charges reserved under this Agreement, notice to quit, demand for possession, and any and all notices and demands whatsoever, of every kind and nature, which may or shall be required by any statute of this State relating to forcible entry and detainer, or to landlord and tenant, or any other statute, or under the common law, during the term of this Agreement. The acceptance of any rents or charges reserved by the City under this Agreement, whether in a single instance or repeatedly, after they shall fall due, or after knowledge of any breach hereof by the Operator, or giving or making of any notice or demand, whether according to any statutory provisions or not, or any act or series of acts, except an express written waiver, shall not be construed as a waiver of the City's right to act without notice or demand or any other right hereby given the City, or as an election not to proceed under the provisions of this Agreement.

D. If the Operator shall file a petition in bankruptcy or shall be involuntarily placed in bankruptcy, or shall be adjudicated a bankrupt, or shall make an assignment for the benefit of creditors, or shall take advantage of any provisions in any statute or ordinance for the advantage of insolvent persons, the City may elect to terminate this Agreement and the term hereof and take immediate possession of the premises facility and appurtenances without notice.

E. In the event the City elects to terminate this Agreement because of a violation of any provisions of this Article, upon such termination the Operator shall compensate the City for any loss in revenue as may be sustained by reason of such termination and provision for such compensation shall be made a condition of the Performance Bond referred to in Article XVII of this Agreement.

F. It is further agreed by and between the parties that the rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

### Article XXIII.

*Costs, expenses and attorney's fees.*

The Operator agrees to pay and discharge all costs, expenses and attorney's fees which shall be incurred and expended by the City in enforcing the covenants, promises and conditions of this Agreement, whether by the institution of litigation or in taking of advice of counsel, or otherwise.

### Article XXIV.

*Notices.*

Notices to the City provided under this Agreement may be sent by registered mail, postage prepaid, addressed to the Commissioner of Streets and Sanitation, Room 707, City Hall, Chicago, Illinois, 60602, and notices to the Operator provided for in this Agreement may be sent by registered mail, postage prepaid, addressed to the Operator at: Sam D. Kaplan Auto Parks, 188 Randolph Tower, Chicago, Illinois, or in either case to such other respective parties and addresses as the parties hereto may designate in writing from time to time. Such notices shall be deemed to have been given when deposited in any United States Post Office.

### Article XXV.

*Construction of Agreement.*

It is agreed by and between the parties hereto that all general provisions, terms, phrases, and expressions shall be subject to rules of construction as will fully implement the true intent and meaning of the parties to this Agreement, including, but not limited to, the following:

A. Words importing the singular number may extend and be applied to several persons or things, and words importing the plural number may include the singular.

B. Words importing the masculine gender may be applied to the feminine gender and to impersonal legal entities.

C. The word "month" means a calendar month, and the word "year" means a calendar year, unless otherwise expressed.

Article XXVI.

*City Council approval.*

This Agreement was authorized by the City Council of the City of Chicago, on the ............day of .................... A.D. 19........ Council Journal page........

In Witness Whereof, the parties hereto have caused this Agreement to be executed under their respective seals on the day and year first above written.

City of Chicago, a municipal corporation.

By: ........................................
Commissioner of Streets and Sanitation

By: ........................................
City Comptroller

Operator:

By: ........................................
Title

By: ........................................
Attest Title

(Corporate seal)

Approved:

................................................
Independent Engineer

Approved as to form and legality, except as to property description and execution:

................................................
Assistant Corporation Counsel

ACKNOWLEDGMENT BY PRINCIPAL IF AN INDIVIDUAL

State of Illinois }
} ss
County of Cook }

I, .........................................., a Notary Public in and for the County and State aforesaid, Do Hereby Certify that .................................................... who is personally known to me to be the same person whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial seal, this ................ day of ...................................... A.D. 1969.

................................................
Notary Public

My Commission Expires..........

SECTION 2. This ordinance shall be effective from and after the date of its passage.

### Execution of Parking Facility Operator's Lease Agreement Authorized for Parking Facility No. 29.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on December 30, 1969, page 7343, recommending that the City Council pass a proposed ordinance transmitted with the committee's report [Proposed ordinance printed in Committee Pamphlet No. 19], to authorize execution of Parking Facility Operator's Lease Agreement for Parking Facility No. 29 for Year 1970.

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Singer, Fifielski, Kerwin, Wigoda, Sperling—39.

*Nays*—Aldermen Despres, Simon, Scholl, McCutcheon, Hoellen, O'Rourke—6.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Streets and Sanitation is hereby authorized and directed to execute on behalf of the City of Chicago, the City Comptroller to countersign, and the City Clerk to attest, upon approval of the Corporation Counsel as to form and legality, a Parking Facility Operator's Agreement between the City of Chicago and Sam D. Kaplan Auto Parks for Chicago Parking Facility No. 29 at No. 1635 W. Melrose Avenue. Said agreement is attached to this ordinance and made a part hereof, the same as if incorporated herein.

CITY OF CHICAGO
PARKING FACILITY
OPERATOR'S AGREEMENT

This Agreement, made this ........................ day of ..........................., A.D. 19...., between the City of Chicago, a municipal corporation of the State of Illinois (sometimes hereinafter referred to as "City"), and Sam D. Kaplan d/b/a, Sam D. Kaplan Auto Parks (sometimes hereinafter referred to as "Operator").

This Agreement Witnesseth:

That for and in consideration of the mutual promises, covenants, terms and conditions, both general and special, as hereinafter set forth, the City hereby grants to the Operator the privileges hereinafter described and the Operator agrees to assume the duties, responsibilities, and obligations as hereinafter set forth, with respect to the premises and parking facility described as follows:

1635 W. Melrose Street, Chicago, Illinois, known as City of Chicago Parking Facility No. 29.

This City of Chicago Parking Facility Operator's Agreement constitutes the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences shall be implied or impressed upon such Agreement that are not herein set forth.

The term of this Agreement shall be for the period of one (1) year beginning on the 1st day of January, 1970, and ending on the 31st day of December, 1970, unless said terms shall be sooner terminated as hereinafter provided.

### Article I.

*Definition of terms.*

A. "Bureau of Parking" means that agency of the City of Chicago, having management and control of the establishment, operation and maintenance of parking facilities.

B. "Commissioner" means the Commissioner of Streets and Sanitation of the City of Chicago, or any other official designated by the City Council to have administrative supervision over the Bureau of Parking.

C. "Operator" means any natural person, partnership, corporation, company or other legal entity who or which owns, controls, manages and directs the business of parking motor vehicles on public off-street parking lots, or in public off-street parking garages, or in other public off-street parking facilities.

### Article II.

*Assignment or transfer.*

The Operator shall not assign or transfer this Agreement nor any of the rights or privileges granted hereby, nor enter into any contract requiring or permitting the doing of any act hereunder by an independent contractor, unless otherwise expressly provided herein, without prior written approval signed by the Commissioner. If the Operator is a partnership or corporation or legal entity other than a natural person, and control of said entity changes at any time during the term hereof, the City may, at its option, deem and declare such change as a breach of this Agreement and take immediate possession of said premises and facility first hereinabove described. It is understood and agreed by and between the City and the Operator that nothing contained in this Agreement is intended or shall be construed as in any way creating or establishing the relationship of co-partners or joint venturers between the parties hereto.

### Article III.

*Present condition of premises.*

The Operator has examined the premises, facilities and appurtenances first hereinabove described, prior to and as a condition precedent to his acceptance and the execution of this Agreement, and is satisfied with the physical condition of said premises, and his taking possession shall constitute conclusive evidence of his receipt thereof in safe and sanitary condition, and in good order and repair, unless otherwise specified herein. The Operator agrees and admits that no representations as to condition or repair have been made by the City or its officers, employees or agents, which are not herein expressed or endorsed hereon, and that no promises to decorate, alter, repair or improve said premises, before, at or after the execution of this Agreement by the parties, not expressly contained herein, have been made by the City or its officers, employees or agents.

### Article IV.

*Future condition of premises.*

The Operator shall keep the premises, facility and appurtenances first hereinabove described in a safe, sanitary and sightly condition, and in good repair, and shall yield the same back to the City upon the termination of this Agreement in such condition and repair, ordinary wear and tear excepted. If said premises and facility shall not be so kept by the Operator, the City may enter the premises (without such entry constituting a termination of the privileges herein granted or an interference with the possession of or construction or other eviction from said premises and facility) and do all things necessary to restore said premises and facility to the condition herein required.

### Article V.

*Signs and advertising.*

The Operator shall not permit or place, post or cause to be placed or posted any sign, billboard, poster, advertising material or similar devices in view of the general public on, in or about the premises and facility without prior written approval signed by the Commissioner. Any such sign, billboard, poster, advertising material or similar devices not authorized by him may be removed by the City and all cost and expense resulting therefrom shall be charged to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses in addition to the rent and charges otherwise reserved in this Agreement. The City hereby reserves the right to erect and maintain such signs or billboards on the premises and facility, from time to time, as the Commissioner may deem advisable.

### Article VI.

*Alterations and additions.*

The Operator shall make no alterations or additions to the premises and facility first hereinabove described without the prior consent of the City as evidenced by approval in writing signed by the Commissioner. All alterations and additions shall remain as part of said premises and facility unless the City shall otherwise elect, as evidenced by prior approval in writing signed by the Commissioner. Said alterations and additions shall include, but are not limited to, locks, bolts and all fixtures.

### Article VII.

*Maintenance by Operator.*

The Operator agrees to maintain the premises and facility, advancing funds therefor, reimbursement being subject to all provisions of this Agreement, from day to day in good condition and repair and agrees to do all things necessary toward that end, particularly, but not limited to, the following:

A. Maintain all wheel stops and blocks.

B. Maintain and care for all planting.

C. Maintain all washrooms, toilets and rest rooms according to acceptable health standards.

D. Maintain the premises and facility in a clean, presentable condition, prevent accumulations of dirt, paper or trash of any kind upon the premises and facility.

E. Remove snow, ice and other obstructions from adjacent driveways and sidewalks. Said snow, ice and like debris to be removed shall not be placed upon the public ways or any portion thereof.

F. Make minor necessary repairs to plumbing, lighting and heating equipment. It is agreed by and between the parties that the Commissioner in his sole judgment shall determine whether a repair is minor or otherwise.

G. Advance payment for all utility services, including gas, heat, water and electricity, reimbursement being subject to all provisions of this Agreement.

Should the Operator fail to comply with any of the obligations listed above, the City may, after five (5) days notice to comply, in the event of non-compliance, enter upon said premises and take all steps necessary to insure compliance with the above obligations, in addition to other remedies set forth herein, charging the cost and expense of such entry and procedure to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses.

### Article VIII.

*Maintenance by City.*

The City agrees to maintain and pay for the following items of maintenance and equipment:

A. Maintain said facility in structural repair.
B. Make necessary major repairs to plumbing, lighting and heating.
C. Remove snow and ice, except from sidewalks and driveways.
D. Supply and maintain cash register.
E. Supply all parking tickets and other forms.
F. Supply and maintain pavement markings.
G. Supply electric light bulbs and replace said bulbs and fuses when necessary.
H. Maintain and replace all gates and barricades.
I. Maintain and keep in good working order the hoists, hoist equipment, lifts and elevators.
J. Maintain and keep in good working order all neon directional, informational, and advertising signs located in the interior or on the exterior of the facility.

### Article IX.

*Compliance with law; Liens.*

The Operator agrees to operate such facility as first hereinabove described in compliance at all times with this Agreement and all laws, statutes, ordinances and rules and regulations which are now in effect or which may be hereafter adopted, particularly, but not limited to, all rules and regulations of the Bureau of Parking, Department of Streets and Sanitation. The Operator agrees to keep premises, facility and appurtenances first hereinabove described free and clear of any and all liens in any way arising out of the Operator's use and maintenance thereof.

### Article X.

*Operation of facility.*

The Operator agrees to operate the facility subject to all provisions of this Agreement for the convenience of the public during the terms hereof and shall use and occupy the above premises solely for off-street parking of motor vehicles. The Operator shall use his best efforts to secure, maintain and develop the parking business conducted by him under the terms of this Agreement and to increase the same whenever and wherever possible, and shall refrain from and prevent the diversion of any such parking business from the facility whenever possible.

### Article XI.

*Hours of operation.*

The Operator agrees to operate the facility twenty-four (24) hours a day, seven (7) days a week, holidays included. The actual hours of operation will be determined by the Commissioner and may be changed from time to time at his sole discretion. Such change shall take effect within forty-eight (48) hours, Sundays and holidays excluded, after written notice thereof is received by the operator.

### Article XII.

*Vehicle parking.*

At no time shall the Operator remove or permit or cause to be removed from the premises and facility any vehicle placed thereon for parking purposes without the express consent of the owner or operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator enter or drive, or permit or cause to be entered or driven, any vehicle which has been placed upon the premises for the purpose of self-parking, without the express consent of the owner or operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator accept or cause to be accepted for parking any commercial vehicles, except with the prior written approval signed by the Commissioner. At no time shall the Operator permit or cause to be permitted the parking of any vehicle whatsoever on or in the premises and facility free of charge.

### Article XIII.

*Operator's employees.*

A. The Operator hereby agrees to select, employ and pay such personnel as may be required in the operation of the facility first hereinabove mentioned, unless otherwise specifically provided for in this Agreement. The Operator agrees further that in performing the covenants, promises and conditions under this Agreement, he shall not discriminate against any worker, employee or applicant, nor against any member of the public, on account of race, creed, color or national origin, nor otherwise commit an unfair employment practice.

B. The Operator agrees further to do or cause to be done the following:

1. To supervise, direct and manage the activities of his employees in such manner as to provide prompt, safe, efficient and courteous services as will be adequate to meet all reasonable demands for parking services on the premises and facility, and to provide a sufficient number of said employees as to enable such services to be provided at all times of the operation of said facility.
2. To cause and require all employees serving as attendants on the premises and facility to wear uniforms, caps and badges to be supplied by and at the expense of the Operator and to require said employees at all times to present a neat and clean appearance. The color and design of said uniforms, caps and badges shall be first approved in writing signed by the Commissioner.

### Article XIV.

*Insurance.*

A. The City, at the time or prior to the execution of this Agreement, agrees to furnish all the insurance required under this Agreement and this Article, to be paid from the revenues resulting from the operation of the facility first hereinabove described. All policies of insurance shall name the beneficiary as indicated below and shall be delivered to and held by the City Comptroller. Said insurance shall be placed only with such insurance companies as are approved from time to time by the City Comptroller.

B. Each such insurance policy as set forth in this Article shall contain a provision to the effect that said insurance cannot be cancelled unless the

City Comptroller has been notified not less than thirty (30) days prior to the intended cancellation date.

C. In the event that any additional premiums or audits shall be required, the same shall be paid by the City of Chicago from the revenues resulting from the operation of said facility; any return premiums or audits shall be paid to the City of Chicago, for deposit into an appropriate revenue fund.

D. The insurance to be provided as set forth in this Article shall include the following coverages to be maintained during the life of this Agreement:

1. Workmen's Compensation and Occupational Disease Insurance in the names of the City and Operator as insured parties, covering all employees engaged in any work pursuant to this Agreement; liability coverage to be not less than $100,000.00.

2. Fire, Extended Coverage, Vandalism and Malicious Mischief, in the name of the City as the insured party, with not less than eighty (80) per cent co-insurance on all buildings included in said facility; liability coverage to be not less than $7,500.00.

3. Not applicable to this contract.

4. Not applicable to this contract.

5. Garage Keeper's Legal Liability, Fire and Explosion, Theft of Automobile, and Combined Coverage, in the names of the City and Operator as insured parties, to include riot, civil commotion, vandalism and malicious mischief with a $25.00 deductible provision, and a $100.00 deductible provision for collision and upset.

6. Plate glass coverage, in the names of the City and Operator as insured parties, fully covering all plate glass of the facility.

7. Commercial Blanket Fidelity Bond, in the name of the Operator as the insured party, covering all employees; liability coverage to be not less than $25,000.00.

8. Broad Form Money and Securities Insurance, in the name of the Operator as the insured party, covering interior and exterior locations, if necessary, liability coverage to be not less than $2,000.00.

9. Comprehensive Public Liability and Property Damage Insurance, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries from any one accident; and $50,000.00 for property damage resulting from any one accident.

10. Owner's or Landlord's Protective Policy, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries resulting from any one accident; and $50,000.00 for property damage resulting from any one accident.

11. Not applicable to this contract.

### Article XV.

*Destruction of facilities.*

A. In the event the premises and facility or a part thereof shall become damaged or destroyed by fire, explosion, or other casualty, and if the Commissioner determines in his sole judgment that said damages can be repaired within a reasonable time, upon notification thereof, the Operator agrees to submit plans and specifications for approval by the Commissioner, which are necessary to restore the premises and facility to the condition which existed prior to said damage, and agrees to make all repairs according to said plans and specifications after approval by the Commissioner. Failure of the Operator to submit said plans and specifications to the Commissioner within ten (10) days after the casualty above described, or failure to commence said restoration work within five (5) days after the Operator has received the plans and specifications as approved by the Commissioner, or failure to complete such restoration work within a reasonable time, will constitute an abandonment by the Operator.

B. The cost of such repairs and restoration described in this Article shall be paid from the funds received by the City and Operator under insurance policies to the extent said costs are thereunder covered. Should any balance of costs remain which are not covered by said insurance policies, fifty (50) percent of said balance shall be paid by the City and fifty (50) percent shall be paid by the Operator.

C. Notwithstanding the foregoing provisions, in the event of a casualty described in Paragraph A of this Article, the Commissioner may elect, in his sole judgment, to consider said premises and facility beyond repair and refuse to permit the repair, reconstruction or restoration of said premises and facility, and upon written notice of said election from the Commissioner to the Operator within thirty (30) days from the date of said casualty, the obligation of the operator to pay such rent and charges as are hereinafter reserved to the City shall cease and this Agreement shall thereupon terminate; provided, however, that all rents and charges theretofore accrued shall remain due and payable by the Operator forthwith.

### Article XVI.

*Indemnification.*

The Operator shall assume all risks incident to or in connection with his business to be conducted hereunder and shall be solely responsible for all accidents or injuries of whatsoever kind or nature as may be sustained by any persons or property and the Operator shall indemnify, defend and save harmless the City, its officers, agents and employees from any and all claims, suits, losses or damages arising from said accidents or injuries of whatsoever kind or nature, arising directly or indirectly out of the operation of said business, or resulting from the carelessness, negligence or improper conduct of the City, Operator or any of their officers, agents or employees. Said Operator shall also indemnify, defend and save harmless the City, its officers, agents and employees from any penalties for violation of any law, statute, ordinance or regulation affecting its operations.

### Article XVII.

*Operator's Performance Bond.*

The Operator shall deliver to the City at the time of or prior to the execution of this Agreement an approved Government Bond payable to bearer or the City of Chicago or, in lieu thereof, a Performance Bond approved by the City Comptroller and the Corporation Counsel in the amount of $2,000.00. Said bond shall be conditioned upon the full and faithful performance by the Operator of each and every covenant, promise, term, condition, undertaking and agreement set forth in this Agreement.

### Article XVIII.

*Parking fees and charges.*

The Operator hereby agrees to charge for parking vehicles on the premises and facility first hereinabove described the following fees, rates and charges, during the term of this Agreement:

A. *Transient.*

| | |
|---|---|
| First half hour | $0.10 |
| Second half hour | 0.10 |
| Each hour thereafter | 0.10 |
| 24 hour maximum | 0.75 |

B. *Monthly.*

| | |
|---|---|
| For each one-month period | $10.00 |

C. It is understood and agreed that parking fees, rates and charges may be changed by the Commissioner when authorized and directed to do so by the City Council of the City of Chicago and the Operator agrees to make such changes when directed to do so by the Commissioner. Fees, rates and charges shall be put into effect within forty-eight (48) hours after written notification thereof has been given to the Operator by the Commissioner and shall remain in effect until changed by the Commissioner as herein provided.

### Article XIX.

*License fees, taxes and charges; budget; and compensation.*

A. *License fees, taxes and charges.*

The Operator shall advance all license fees, taxes and charges assessed under local ordinances and State and Federal statutes to the extent that they are applicable to the operation of the Facility. The Operator shall also secure armored car service for the daily collection of revenue from the Facility and advance payment for such services, the selection of the armored car service to be approved in writing by the Commissioner prior to the use thereof by the Operator.

B. *Budget.*

All expenses incurred or to be incurred by the Operator in anticipation of the advancement of funds under this Agreement shall be set forth in a budget for approval by the Commissioner on a form prescribed by the Commissioner, which shall include, but shall not be limited to, license fees, taxes, charges, employee payrolls and like expenses. The budget herein provided for shall be submitted no later than thirty (30) days following the execution of this Agreement and shall be supplemented from time to time so as to reflect such changes or additions as may become necessary or as requested by the Commissioner. The Operator shall submit such detailed supporting data as the Commissioner may request. Each expense item for which reimbursement is being claimed shall be designated as a reimbursable item on said budget. No expense item shall be reimbursed to the Operator unless approved by the Commissioner and the Independent Engineer.

C. *Compensation to Operator.*

For full and faithful performance of the provisions contained in this Agreement the Operator of Facility No. 29 shall be paid for the period of this Agreement 10.0% of all gross revenue collected.

D. *Settlement and reimbursement.*

The Operator's total fee and expense reimbursement shall be computed, finalized and settled for the entire period of this Agreement, specifically on the basis of actual results of the operation of the facility for the period covered by this Agreement, as determined by an examination of the books and records of the Operator by the City after the termination of said period: provided, however, that the City shall make monthly payments of fees and reimbursable expenses, with quarterly adjustments, which shall substantially cover the Operator's earned fees and actual reimbursable expenses for each month under the following procedure:

(1) It is estimated that the Operator's yearly management fee for Facility No. 29 will be approximately $2,300.00 and that the Operator's annual reimbursable expense will be approximately $10,480.00 making the total annual payment to the Operator to be approximately $12,780.00. The Operator shall receive a monthly reimbursement of one-twelfth of the total approximate yearly payment, or $1,065.00 on the tenth day of the following month for the first eleven month of the Agreement. The final settlement payment shall constitute the twelfth payment.

(2) At the end of the first three quarters of the period of this Agreement, the Operator shall submit to the City quarterly expense statements reflecting actual expenses incurred within each said quarter by the Operator for said facility. At the end of each quarter the Commissioner shall review actual management fees earned and expenses incurred and if, in his sole judgment, the estimated monthly reimbursement does not correctly reflect actual operations, he may appropriately adjust the monthly reimbursement to reflect actual operating conditions.

(3) At the end of the fourth quarter of the period of this Agreement, the Operator shall submit to the City the fourth quarterly reimbursable expense statement reflecting actual expenses incurred within said quarter. This quarterly statement, when combined with the three previously submitted quarterly statements, shall be used as the basis for computing the final settlement, subject to the aforementioned audit. Such audit shall be completed within 90 days after the expiration of this Agreement and final settlement shall be made within 120 days after the expiration of this Agreement.

In the event that parking rates for Facility No. 29 are increased and are to take effect at any time during the period of this Agreement, this Article XIX shall be subject to review, adjustment and renegotiation by and between the City and the Operator with respect to compensation, and supplemental agreement by and between said parties shall be drawn for the approval of the City Council and execution by the parties.

### Article XX.

*Collection of fees and charges.*

All parking fees and charges made and collected by the Operator and his employees under the terms of this Agreement shall be deposited daily with the armored car service referred to in Article XIX. B. hereof and said armored car service shall deposit said fees and charges for credit to such appropriate revenue account as shall be designated by the Commissioner, said procedure set forth in further detail in the Rules and Regulations promulgated by the Bureau of Parking. All such parking fees and charges shall be made pursuant to parking tickets supplied by the City, which shall be time stamped by the Operator and his employees in accordance with the Rules and Regulations hereinabove referred to, with the exception of monthly charges, otherwise provided for therein.

### Article XXI.

*Operator's records.*

The Operator shall keep accurate records, books and accounts in conformity with a system approved by the Commissioner and agrees to permit authorized personnel of the City to examine said records, books and accounts at any reasonable time as a matter of right.

### Article XXII.

*Vacation and abandonment of premises.*

A. If the Operator shall vacate, desert or abandon the premises and facility, or shall permit the same to remain vacated, deserted or abandoned for a period of ten (10) days, or if the Operator shall breach any covenant, promise or condition set forth in this Agreement, or if the Operator shall default in the payment of any rent or charges payable by him under this Agreement, or if the Operator shall sell, assign or mortgage this Agreement or any provision hereof, or if the Operator shall be in default with respect to his performance of any covenants, promises or conditions contained in this Agreement, or if the Operator shall fail to comply with any of the statutes, ordinances, rules, orders, regulations or requirements of the Federal, State and City government, or any and all of their departments and bureaus applicable or pertinent to said premises and facility, or in the event of the death or incapacity of the Operator, then the Operator's right to possession of the premises and facility thereupon shall cease and terminate, with or without any notice or demand whatsoever if the City so elects, but not otherwise. In such event or events hereinabove set forth, whether this Agreement shall be terminated or not, the Operator agrees to surrender to the City possession of the premises and facility immediately without notice to quit or demand for possession of the premises and facility whatsoever, and the Operator hereby grants to the City full and free license to enter into and upon said premises and facility, or any part thereof, to take possession thereof and expel and remove the Operator or any other person who may be occupying the premises and facility or any part thereof, without resort to courts for an order sanctioning such action, and the City may use force in expelling and removing the Operator and such other person as may be reasonably necessary to accomplish said purpose. It is agreed by the Operator that said entry of the premises and facility by the City shall not constitute a trespass or forcible entry or detainer, nor shall it cause forfeiture of charges due by virtue of the provisions of this Agreement, nor a waiver of any covenant, agreement or promise in this Agreement to be performed by the Operator.

B. The Operator hereby waives all notice of any election made by the City under this Agreement, demand for revenues or other charges reserved under this Agreement, notice to quit, demand for possession, and any and all notices and demands whatsoever, of every kind and nature, which may or shall be required by any statute of this State relating to forcible entry and detainer, or to landlord and tenant, or any other statute, or under the common law, during the term of this Agreement. The acceptance of any rents or charges reserved by the City under this Agreement, whether in a single instance or repeatedly, after they shall fall due, or after knowledge of any breach hereof by the Operator, or giving or making of any notice or demand, whether according to any statutory provisions or not, or any act or series of acts, except an express written waiver, shall not be construed as a waiver of the City's right to act without notice or demand or any other right hereby given the City, or as an election not to proceed under the provisions of this Agreement.

D. If the Operator shall file a petition in bankruptcy or shall be involuntarily placed in bankruptcy, or shall be adjudicated a bankrupt, or shall make an assignment for the benefit of creditors, or shall take advantage of any provisions in any statute or ordinance for the advantage of insolvent persons, the City may elect to terminate this Agreement and the term hereof and take immediate possession of the premises, facility and appurtenances without notice.

E. In the event the City elects to terminate this Agreement because of a violation of any provisions of this Article, upon such termination the Operator shall compensate the City for any loss in revenue as may be sustained by reason of such termination and provision for such compensation shall be made a condition of the Performance Bond referred to in Article XVII of this Agreement.

F. It is further agreed by and between the parties that the rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

### Article XXIII.

*Costs, expenses and attorney's fees.*

The Operator agrees to pay and discharge all costs, expenses and attorney's fees which shall be incurred and expended by the City in enforcing the covenants, promises and conditions of this Agreement, whether by the institution of litigation or in taking of advice of counsel, or otherwise.

### Article XXIV.

*Notices.*

Notices to the City provided under this Agreement may be sent by registered mail, postage prepaid, addressed to the Commissioner of Streets and Sanitation, Room 707, City Hall, Chicago, Illinois, 60602, and notices to the Operator provided for in this Agreement may be sent by registered mail, postage prepaid, addressed to the Operator at: Sam D. Kaplan Auto Parks, 188 Randolph Tower, Chicago, Illinois, or in either case to such other respective parties and addresses as the parties hereto may designate in writing from time to time. Such notices shall be deemed to have been given when deposited in any United States Post Office.

### Article XXV.

*Construction of Agreement.*

It is agreed by and between the parties hereto that all general provisions, terms, phrases, and expressions shall be subject to rules of construction as will fully implement the true intent and meaning of the parties to this Agreement, including, but not limited to, the following:

A. Words importing the singular number may extend and be applied to several persons or things, and words importing the plural number may include the singular.

B. Words importing the masculine gender may be applied to the feminine gender and to impersonal legal entities.

C. The word "month" means a calendar month, and the word "year" means a calendar year, unless otherwise expressed.

### Article XXVI.

*City Council approval.*

This Agreement was authorized by the City Council of the City of Chicago, on the ............day of .................... A.D. 19........ Council Journal page........

In Witness Whereof, the parties hereto have caused this Agreement to be executed under their respective seals on the day and year first above written.

City of Chicago, a municipal corporation.
By: ..........................................
Commissioner of Streets and Sanitation
By: ..........................................
City Comptroller
Operator:
By: ..........................................
Title
By: ..........................................
Attest Title
(Corporate seal)
Approved:
..................................................
Independent Engineer
Approved as to form and legality, except as to property description and execution:
..................................................
Assistant Corporation Counsel

ACKNOWLEDGMENT BY PRINCIPAL IF AN INDIVIDUAL

State of Illinois }
} ss
County of Cook }

I, ..........................................., a Notary Public in and for the County and State aforesaid, Do Hereby Certify that .................................................... who is personally known to me to be the same person whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial seal, this ................ day of ........................................ A.D. 1969.

..................................................
Notary Public
My Commission Expires..........

SECTION 2. This ordinance shall be effective from and after the date of its passage.

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### Execution of Parking Facility Operator's Lease Agreement Authorized for Parking Facility No. 30.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on December 30, 1969, page 7343, recommending that the City Council pass a proposed ordinance transmitted with the committee's report [Proposed ordinance printed in Committee Pamphlet No. 19], to authorize execution of Parking Facility Operator's Lease Agreement for Parking Facility No. 30 for Year 1970.

On motion of Alderman Keane said proposed ordinance was *Passed*, by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Singer, Fifielski, Kerwin, Wigoda, Sperling—39.

*Nays*—Aldermen Despres, Simon, Scholl, McCutcheon, Hoellen, O'Rourke—6.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost*.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Streets and Sanitation is hereby authorized and directed to execute on behalf of the City of Chicago, the City Comptroller to countersign, and the City Clerk to attest, upon approval of the Corporation Counsel as to form and legality, a Parking Facility Operator's Agreement between the City of Chicago and Sam D. Kaplan Auto Parks for Chicago Parking Facility No. 30 at No. 1615 W. Roscoe Street. Said agreement is attached to this ordinance and made a part hereof, the same as if incorporated herein.

CITY OF CHICAGO
PARKING FACILITY
OPERATOR'S AGREEMENT

This Agreement, made this ........................ day of ..........................., A.D. 19...., between the City of Chicago, a municipal corporation of the State of Illinois (sometimes hereinafter referred to as "City"), and Sam D. Kaplan d/b/a, Sam D. Kaplan Auto Parks (sometimes hereinafter referred to as "Operator").

This Agreement Witnesseth:

That for and in consideration of the mutual promises, covenants, terms and conditions, both general and special, as hereinafter set forth, the City hereby grants to the Operator the privileges hereinafter described and the Operator agrees to assume the duties, responsibilities, and obligations as hereinafter set forth, with respect to the premises and parking facility described as follows:

1615 West Roscoe Street, Chicago, Illinois, known as City of Chicago Parking Facility No. 30.

This City of Chicago Parking Facility Operator's Agreement constitutes the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences shall be implied or impressed upon such Agreement that are not herein set forth.

The term of this Agreement shall be for the period of one (1) year beginning on the 1st day of January, 1970, and ending on the 31st day of December, 1970, unless said terms shall be sooner terminated as hereinafter provided.

Article I.

*Definition of terms.*

A. "Bureau of Parking" means that agency of the City of Chicago, having management and control of the establishment, operation and maintenance of parking facilities.

B. "Commissioner" means the Commissioner of Streets and Sanitation of the City of Chicago, or any other official designated by the City Council to have administrative supervision over the Bureau of Parking.

C. "Operator" means any natural person, partnership, corporation, company or other legal entity who or which owns, controls, manages and directs the business of parking motor vehicles on public off-street parking lots, or in public off-street parking garages, or in other public off-street parking facilities.

Article II.

*Assignment or transfer.*

The Operator shall not assign or transfer this Agreement nor any of the rights or privileges granted hereby, nor enter into any contract requiring or permitting the doing of any act hereunder by an independent contractor, unless otherwise expressly provided herein, without prior written approval signed by the Commissioner. If the Operator is a partnership or corporation or legal entity other than a natural person, and control of said entity changes at any time during the term hereof, the City may, at its option, deem and declare such change as a breach of this Agreement and take immediate possession of said premises and facility first hereinabove described. It is understood and agreed by and between the City and the Operator that nothing contained in this Agreement is intended or shall be construed as in any way creating or establishing the relationship of co-partners or joint venturers between the parties hereto.

Article III.

*Present condition of premises.*

The Operator has examined the premises, facilities and appurtenances first hereinabove described, prior to and as a condition precedent to his acceptance and the execution of this Agreement, and is satisfied with the physical condition of said premises, and his taking possession shall constitute conclusive evidence of his receipt thereof in safe and sanitary condition, and in good order and repair, unless otherwise specified herein. The Operator agrees and admits that no representations as to condition or repair have been made by the City or its officers, employees or agents, which are not herein expressed or endorsed hereon, and that no promises to decorate, alter, repair or improve said premises, before, at or after the execution of this Agreement by the parties, not expressly contained herein, have been made by the City or its officers, employees or agents.

Article IV.

*Future condition of premises.*

The Operator shall keep the premises, facility and appurtenances first hereinabove described in a safe, sanitary and sightly condition, and in good repair, and shall yield the same back to the City upon the termination of this Agreement in such condition and repair, ordinary wear and tear excepted. If said premises and facility shall not be so kept by the Operator, the City may enter the premises (without such entry constituting a termination of the privileges herein granted or an interference with the possession of or construction or other eviction from said premises and facility) and do all things necessary to restore said premises and facility to the condition herein required.

Article V.

*Signs and advertising.*

The Operator shall not permit or place, post or cause to be placed or posted any sign, billboard, poster, advertising material or similar devices in view of the general public on, in or about the premises and facility without prior written approval signed by the Commissioner. Any such sign, billboard, poster, advertising material or similar devices not authorized by him may be removed by the City and all cost and expense resulting therefrom shall be charged to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses in addition to the rent and charges otherwise reserved in this Agreement. The City hereby reserves the right to erect and maintain such signs or billboards on the premises and facility, from time to time, as the Commissioner may deem advisable.

Article VI.

*Alterations and additions.*

The Operator shall make no alterations or additions to the premises and facility first hereinabove described without the prior consent of the City as evidenced by approval in writing signed by the Commissioner. All alterations and additions shall remain as part of said premises and facility unless the City shall otherwise elect, as evidenced by prior approval in writing signed by the Commissioner. Said alterations and additions shall include, but are not limited to, locks, bolts and all fixtures.

Article VII.

*Maintenance by Operator.*

The Operator agrees to maintain the premises and facility, advancing funds therefor, reimbursement being subject to all provisions of this Agreement, from day to day in good condition and repair and agrees to do all things necessary toward that end, particularly, but not limited to, the following:

A. Maintain all wheel stops and blocks.

B. Maintain and care for all planting.

C. Maintain all washrooms, toilets and rest rooms according to acceptable health standards.

D. Maintain the premises and facility in a clean, presentable condition, prevent accumulations of dirt, paper or trash of any kind upon the premises and facility.

E. Remove snow, ice and other obstructions from adjacent driveways and sidewalks. Said snow, ice and like debris to be removed shall not be placed upon the public ways or any portion thereof.

F. Make minor necessary repairs to plumbing, lighting and heating equipment. It is agreed by and between the parties that the Commissioner in his sole judgment shall determine whether a repair is minor or otherwise.

G. Advance payment for all utility services, including gas, heat, water and electricity, reimbursement being subject to all provisions of this Agreement.

Should the Operator fail to comply with any of the obligations listed above, the City may, after five (5) days notice to comply, in the event of non-compliance, enter upon said premises and take all steps necessary to insure compliance with the above obligations, in addition to other remedies set forth herein, charging the cost and expense of such entry and procedure to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses.

Article VIII.

*Maintenance by City.*

The City agrees to maintain and pay for the following items of maintenance and equipment:

A. Maintain said facility in structural repair.

B. Make necessary major repairs to plumbing, lighting and heating.

C. Remove snow and ice, except from sidewalks and driveways.

D. Supply and maintain cash register.

E. Supply all parking tickets and other forms.

F. Supply and maintain pavement markings.

G. Supply electric light bulbs and replace said bulbs and fuses when necessary.

H. Maintain and replace all gates and barricades.

I. Maintain and keep in good working order the hoists, hoist equipment, lifts and elevators.

J. Maintain and keep in good working order all neon directional, informational, and advertising signs located in the interior or on the exterior of the facility.

### Article IX.

*Compliance with law; Liens.*

The Operator agrees to operate such facility as first hereinabove described in compliance at all times with this Agreement and all laws, statutes, ordinances and rules and regulations which are now in effect or which may be hereafter adopted, particularly, but not limited to, all rules and regulations of the Bureau of Parking, Department of Streets and Sanitation. The Operator agrees to keep premises, facility and appurtenances first hereinabove described free and clear of any and all liens in any way arising out of the Operator's use and maintenance thereof.

### Article X.

*Operation of facility.*

The Operator agrees to operate the facility subject to all provisions of this Agreement for the convenience of the public during the terms hereof and shall use and occupy the above premises solely for off-street parking of motor vehicles. The Operator shall use his best efforts to secure, maintain and develop the parking business conducted by him under the terms of this Agreement and to increase the same whenever and wherever possible, and shall refrain from and prevent the diversion of any such parking business from the facility whenever possible.

### Article XI.

*Hours of operation.*

The Operator agrees to operate the facility twenty-four (24) hours a day, seven (7) days a week, holidays included. The actual hours of operation will be determined by the Commissioner and may be changed from time to time at his sole discretion. Such change shall take effect within forty-eight (48) hours, Sundays and holidays excluded, after written notice thereof is received by the operator.

### Article XII.

*Vehicle parking.*

At no time shall the Operator remove or permit or cause to be removed from the premises and facility any vehicle placed thereon for parking purposes without the express consent of the owner or operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator enter or drive, or permit or cause to be entered or driven, any vehicle which has been placed upon the premises for the purpose of self-parking, without the express consent of the owner or operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator accept or cause to be accepted for parking any commercial vehicles, except with the prior written approval signed by the Commissioner. At no time shall the Operator permit or cause to be permitted the parking of any vehicle whatsoever on or in the premises and facility free of charge.

### Article XIII.

*Operator's employees.*

A. The Operator hereby agrees to select, employ and pay such personnel as may be required in the operation of the facility first hereinabove mentioned, unless otherwise specifically provided for in this Agreement. The Operator agrees further that in performing the covenants, promises and conditions under this Agreement, he shall not discriminate against any worker, employee or applicant, nor against any member of the public, on account of race, creed, color or national origin, nor otherwise commit an unfair employment practice.

B. The Operator agrees further to do or cause to be done the following:

1. To supervise, direct and manage the activities of his employees in such manner as to provide prompt, safe, efficient and courteous services as will be adequate to meet all reasonable demands for parking services on the premises and facility, and to provide a sufficient number of said employees as to enable such services to be provided at all times of the operation of said facility.
2. To cause and require all employees serving as attendants on the premises and facility to wear uniforms, caps and badges to be supplied by and at the expense of the Operator and to require said employees at all times to present a neat and clean appearance. The color and design of said uniforms, caps and badges shall be first approved in writing signed by the Commissioner.

### Article XIV.

*Insurance.*

A. The City, at the time or prior to the execution of this Agreement, agrees to furnish all the insurance required under this Agreement and this Article, to be paid from the revenues resulting from the operation of the facility first hereinabove described. All policies of insurance shall name the beneficiary as indicated below and shall be delivered to and held by the City Comptroller. Said insurance shall be placed only with such insurance companies as are approved from time to time by the City Comptroller.

B. Each such insurance policy as set forth in this Article shall contain a provision to the effect that said insurance cannot be cancelled unless the City Comptroller has been notified not less than thirty (30) days prior to the intended cancellation date.

C. In the event that any additional premiums or audits shall be required, the same shall be paid by the City of Chicago from the revenues resulting from the operation of said facility; any return premiums or audits shall be paid to the City of Chicago, for deposit into an appropriate revenue fund.

D. The insurance to be provided as set forth in this Article shall include the following coverages to be maintained during the life of this Agreement:

1. Workmen's Compensation and Occupational Disease Insurance in the names of the City and Operator as insured parties, covering all employees engaged in any work pursuant to this Agreement; liability coverage to be not less than $100,000.00.
2. Not applicable to this contract.
3. Not applicable to this contract.
4. Not applicable to this contract.

5. Garage Keeper's Legal Liability, Fire and Explosion, Theft of Automobile, and Combined Coverage, in the names of the City and Operator as insured parties, to include riot, civil commotion, vandalism and malicious mischief with a $25.00 deductible provision, and a $100.00 deductible provision for collision and upset.

6. Plate glass coverage, in the names of the City and Operator as insured parties, fully covering all plate glass of the facility.

7. Commercial Blanket Fidelity Bond, in the name of the Operator as the insured party, covering all employees; liability coverage to be not less than $25,000.00.

8. Broad Form Money and Securities Insurance, in the name of the Operator as the insured party, covering interior and exterior locations, if necessary, liability coverage to be not less than $2,000.00.

9. Comprehensive Public Liability and Property Damage Insurance, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries from any one accident; and $50,000.00 for property damage resulting from any one accident.

10. Owner's or Landlord's Protective Policy, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries resulting from any one accident; and $50,000.00 for property damage resulting from any one accident.

11. Not applicable to this contract.

### Article XV.

*Destruction of facilities.*

A. In the event the premises and facility or a part thereof shall become damaged or destroyed by fire, explosion, or other casualty, and if the Commissioner determines in his sole judgment that said damages can be repaired within a reasonable time, upon notification thereof, the Operator agrees to submit plans and specifications for approval by the Commissioner, which are necessary to restore the premises and facility to the condition which existed prior to said damage, and agrees to make all repairs according to said plans and specifications after approval by the Commissioner. Failure of the Operator to submit said plans and specifications to the Commissioner within ten (10) days after the casualty above described, or failure to commence said restoration work within five (5) days after the Operator has received the plans and specifications as approved by the Commissioner, or failure to complete such restoration work within a reasonable time, will constitute an abandonment by the Operator.

B. The cost of such repairs and restoration described in this Article shall be paid from the funds received by the City and Operator under insurance policies to the extent said costs are thereunder covered. Should any balance of costs remain which are not covered by said insurance policies, fifty (50) percent of said balance shall be paid by the City and fifty (50) percent shall be paid by the Operator.

C. Notwithstanding the foregoing provisions, in the event of a casualty described in Paragraph A of this Article, the Commissioner may elect, in his sole judgment, to consider said premises and facility beyond repair and refuse to permit the repair, reconstruction or restoration of said premises and facility, and upon written notice of said election from the Commissioner to the Operator within thirty (30) days from the date of said casualty, the obligation of the operator to pay such rent and charges as are hereinafter reserved to the City shall cease and this Agreement shall thereupon terminate; provided, however, that all rents and charges theretofore accrued shall remain due and payable by the Operator forthwith.

### Article XVI.

*Indemnification.*

The Operator shall assume all risks incident to or in connection with his business to be conducted hereunder and shall be solely responsible for all accidents or injuries of whatsoever kind or nature as may be sustained by any persons or property and the Operator shall indemnify, defend and save harmless the City, its officers, agents and employees from any and all claims, suits, losses or damages arising from said accidents or injuries of whatsoever kind or nature, arising directly or indirectly out of the operation of said business, or resulting from the carelessness, negligence or improper conduct of the City, Operator or any of their officers, agents or employees. Said Operator shall also indemnify, defend and save harmless the City, its officers, agents and employees from any penalties for violation of any law, statute, ordinance or regulation affecting its operations.

### Article XVII.

*Operator's Performance Bond.*

The Operator shall deliver to the City at the time of or prior to the execution of this Agreement an approved Government Bond payable to bearer or the City of Chicago or, in lieu thereof, a Performance Bond approved by the City Comptroller and the Corporation Counsel in the amount of $500.00. Said bond shall be conditioned upon the full and faithful performance by the Operator of each and every covenant, promise, term, condition, undertaking and agreement set forth in this Agreement.

### Article XVIII.

*Parking fees and charges.*

The Operator hereby agrees to charge for parking vehicles on the premises and facility first hereinabove described the following fees, rates and charges, during the term of this Agreement:

A. *Transient.*

| | |
|---|---|
| Daily rate | $0.50 |

B. *Monthly.*

| | |
|---|---|
| For each one-month period | $10.00 |
| Y.M.C.A. group rate for each one-month period | 5.00 |

C. It is understood and agreed that parking fees, rates and charges may be changed by the Commissioner when authorized and directed to do so by the City Council of the City of Chicago and the Operator agrees to make such changes when directed to do so by the Commissioner. Fees, rates and charges shall be put into effect within forty-eight (48) hours after written notification thereof has been given to the Operator by the Commissioner and shall remain in effect until changed by the Commissioner as herein provided.

### Article XIX.

*License fees, taxes and charges; budget; and compensation.*

A. *License fees, taxes and charges.*

The Operator shall advance all license fees, taxes and charges assessed under local ordinances and State and Federal statutes to the extent that they are applicable to the operation of the Facility. The Operator shall also secure armored car service for the daily collection of revenue from the Facility and advance payment for such services, the selection of the armored car service to be approved in writing by the Commissioner prior to the use thereof by the Operator.

B. *Budget.*

All expenses incurred or to be incurred by the Operator in anticipation of the advancement of funds under this Agreement shall be set forth in a budget for approval by the Commissioner on a form prescribed by the Commissioner, which shall include, but shall not be limited to, license fees, taxes, charges, employee payrolls and like expenses. The budget herein provided for shall be submitted no later than thirty (30) days following the execution of this Agreement and shall be supplemented from time to time so as to reflect such changes or additions as may become necessary or as requested by the Commissioner. The Operator shall submit such detailed supporting data as the Commissioner may request. Each expense item for which reimbursement is being claimed shall be designated as a reimbursable item on said budget. No expense item shall be reimbursed to the Operator unless approved by the Commissioner and the Independent Engineer.

C. *Compensation to Operator.*

For full and faithful performance of the provisions contained in this Agreement the Operator of Facility No. 30 shall be paid for the period of this Agreement 10.0% of all gross revenue collected.

D. *Settlement and reimbursement.*

The Operator's total fee and expense reimbursement shall be computed, finanlized and settled for the entire period of this Agreement, specifically on the basis of actual results of the operation of the facility for the period covered by this Agreement, as determined by an examination of the books and records of the Operator by the City after the termination of said period: provided, however, that the City shall make monthly payments of fees and reimbursable expenses, with quarterly adjustments, which shall substantially cover the Operator's earned fees and actual reimbursable expenses for each month under the following procedure:

(1) It is estimated that the Operator's yearly management fee for Facility No. 30 will be approximately $450.00 and that the Operator's annual reimbursable expense will be approximately $2,190.00 making the total annual payment to the Operator to be approximately $2,640.00. The Operator shall receive a monthly reimbursement of one-twelfth of the total approximate yearly payment, or $220.00 on the tenth day of the following month for the first eleven months of the Agreement. The final settlement payment shall constitute the twelfth payment.

(2) At the end of the first three quarters of the period of this Agreement, the Operator shall submit to the City quarterly expense statements reflecting actual expenses incurred within each said quarter by the Operator for said facility. At the end of each quarter the Commissioner shall review actual management fees earned and expenses incurred and if, in his sole judgment, the estimated monthly reimbursement does not correctly reflect actual operations, he may appropriately adjust the monthly reimbursement to reflect actual operating conditions.

(3) At the end of the fourth quarter of the period of this Agreement, the Operator shall submit to the City the fourth quarterly reimbursable expense statement reflecting actual expenses incurred within said quarter. This quarterly statement, when combined with the three previously submitted quarterly statements, shall be used as the basis for computing the final settlement, subject to the aforementioned audit. Such audit shall be completed within 90 days after the expiration of this Agreement and final settlement shall be made within 120 days after the expiration of this Agreement.

In the event that parking rates for Facility No. 30 are increased and are to take effect at any time during the period of this Agreement, this Article XIX shall be subject to review, adjustment and renegotiation by and between the City and the Operator with respect to compensation, and supplemental agreemnt by and between said parties shall be drawn for the approval of the City Council and execution by the parties.

### Article XX.

*Collection of fees and charges.*

All parking fees and charges made and collected by the Operator and his employees under the terms of this Agreement shall be deposited daily with the armored car service referred to in Article XIX. B. hereof and said armored car service shall deposit said fees and charges for credit to such appropriate revenue account as shall be designated by the Commissioner, said procedure set forth in further detail in the Rules and Regulations promulgated by the Bureau of Parking. All such parking fees and charges shall be made pursuant to parking tickets supplied by the City, which shall be time stamped by the Operator and his employees in accordance with the Rules and Regulations hereinabove referred to, with the exception of monthly charges, otherwise provided for therein.

### Article XXI.

*Operator's records.*

The Operator shall keep accurate records, books and accounts in conformity with a system approved by the Commissioner and agrees to permit authorized personnel of the City to examine said records, books and accounts at any reasonable time as a matter of right.

### Article XXII.

*Vacation and abandonment of premises.*

A. If the Operator shall vacate, desert or abandon the premises and facility, or shall permit the same to remain vacated, deserted or abandoned for a period of ten (10) days, or if the Operator shall breach any covenant, promise or condition set forth in this Agreement, or if the Operator shall default in the payment of any rent or charges payable by him under this Agreement, or if the Operator shall sell, assign or mortgage this Agreement or any provision hereof, or if the Operator shall be in default with respect to his performance of any covenants, promises or conditions contained in this Agreement, or if the Operator shall fail to comply with any of the statutes, ordinances, rules, orders, regulations or requirements of the Federal, State and City government, or any and all of their departments and bureaus applicable or pertinent to said premises and facility, or in the event of the death or incapacity of the Operator, then the Operator's right to possession of the premises and facility thereupon shall cease and terminate, with or without any notice or demand whatsoever if the City so elects, but not otherwise. In such event or events hereinabove set forth, whether this Agreement shall be terminated or not, the Operator agrees to surrender to the City possession of the premises and facility immediately without notice to quit or demand for possession of the premises and facility whatsoever, and the Operator hereby grants to the City full and free license to enter into and upon said premises and facility, or any part thereof, to take possession thereof and expel and remove the Operator or any other person who may be occupying the premises and facility or any part thereof, without resort to courts for an order sanctioning such action, and the City may use force in expelling and removing the Operator and such other person as may be reasonably necessary to accomplish said purpose. It is agreed by the Operator that said entry of the premises and facility by the City shall not constitute a trespass or forcible entry or detainer, nor shall it cause forfeiture of charges due by virtue of the provisions of this Agreement, nor a waiver of any covenant, agreement or promise in this Agreement to be performed by the Operator.

B. The Operator hereby waives all notice of any election made by the City under this Agreement, demand for revenues or other charges reserved under this Agreement, notice to quit, demand for possession, and any and all notices and demands whatsoever, of every kind and nature, which may or shall be required by any statute of this State relating to forcible entry and detainer, or to landlord and tenant, or any other statute, or under the common law, during the term of this Agreement. The acceptance of any rents or charges reserved by the City under this Agreement, whether in a single instance or repeatedly, after they shall fall due. or after knowledge of any breach hereof by the Operator, or giving or making of any notice or demand, whether according to any statutory provisions or not, or any act or series of acts, except an express written waiver, shall not be construed as a waiver of the City's right to act without notice or demand or any other right hereby given the City, or as an election not to proceed under the provisions of this Agreement.

D. If the Operator shall file a petition in bankruptcy or shall be involuntarily placed in bankruptcy, or shall be adjudicated a bankrupt, or shall make an assignment for the benefit of creditors, or shall take advantage of any provisions in any statute or ordinance for the advantage of insolvent persons, the City may elect to terminate this Agreement and the term hereof and take immediate possession of the premises facility and appurtenances without notice.

E. In the event the City elects to terminate this Agreement because of a violation of any provisions of this Article, upon such termination the Operator shall compensate the City for any loss in revenue as may be sustained by reason of such termination and provision for such compensation shall be made a condition of the Performance Bond referred to in Article XVII of this Agreement.

F. It is further agreed by and between the parties that the rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

## Article XXIII.

*Costs, expenses and attorney's fees.*

The Operator agrees to pay and discharge all costs, expenses and attorney's fees which shall be incurred and expended by the City in enforcing the covenants, promises and conditions of this Agreement, whether by the institution of litigation or in taking of advice of counsel, or otherwise.

## Article XXIV.

*Notices.*

Notices to the City provided under this Agreement may be sent by registered mail, postage prepaid, addressed to the Commissioner of Streets and Sanitation, Room 707, City Hall, Chicago, Illinois, 60602, and notices to the Operator provided for in this Agreement may be sent by registered mail, postage prepaid, addressed to the Operator at: Sam D. Kaplan Auto Parks, 188 Randolph Tower, Chicago, Illinois, or in either case to such other respective parties and addresses as the parties hereto may designate in writing from time to time. Such notices shall be deemed to have been given when deposited in any United States Post Office.

## Article XXV.

*Construction of Agreement.*

It is agreed by and between the parties hereto that all general provisions, terms, phrases, and expressions shall be subject to rules of construction as will fully implement the true intent and meaning of the parties to this Agreement, including, but not limited to, the following:

A. Words importing the singular number may extend and be applied to several persons or things, and words importing the plural number may include the singular.

B. Words importing the masculine gender may be applied to the feminine gender and to impersonal legal entities.

C. The word "month" means a calendar month, and the word "year" means a calendar year, unless otherwise expressed.

## Article XXVI.

*City Council approval.*

This Agreement was authorized by the City Council of the City of Chicago, on the ............day of .................... A.D. 19........ Council Journal page........

In Witness Whereof, the parties hereto have caused this Agreement to be executed under their respective seals on the day and year first above written.

City of Chicago, a municipal corporation.
By: ........................................
Commissioner of Streets and Sanitation
By: ........................................
City Comptroller
Operator:
By: ........................................
Title
By: ........................................
Attest Title
(Corporate seal)
Approved:

................................................
Independent Engineer

Approved as to form and legality, except as to property description and execution:

................................................
Assistant Corporation Counsel

ACKNOWLEDGMENT BY PRINCIPAL IF AN INDIVIDUAL

State of Illinois }
} ss
County of Cook }

I, ........................................., a Notary Public in and for the County and State aforesaid, Do Hereby Certify that ...................................................... who is personally known to me to be the same person whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial seal, this ................ day of ...................................... A.D. 1969.

....................................................
Notary Public
My Commission Expires..........

SECTION 2. This ordinance shall be effective from and after the date of its passage.

## Execution of Parking Facility Operator's Lease Agreement Authorized for Parking Facility No. 31.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on December 30, 1969, page 7343, recommending that the City Council pass a proposed ordinance transmitted with the committee's report [Proposed ordinance printed in Committee Pamphlet No. 19], to authorize execution of Parking Facility Operator's Lease Agreement for Parking Facility No. 31 for Year 1970.

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Singer, Fifielski, Kerwin, Wigoda, Sperling—39.

*Nays*—Aldermen Despres, Simon, Scholl, McCutcheon, Hoellen, O'Rourke—6.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Streets and Sanitation is hereby authorized and directed to execute on behalf of the City of Chicago, the City Comptroller to countersign, and the City Clerk to attest, upon approval of the Corporation Counsel as to form and legality, a Parking Facility Operator's Agreement between the City of Chicago and Sam D. Kaplan Auto Parks for Chicago Parking Facility No. 31 at No. 3155 N. Paulina Street. Said agreement is attached to this ordinance and made a part hereof, the same as if incorporated herein.

### CITY OF CHICAGO
### PARKING FACILITY
### OPERATOR'S AGREEMENT

This Agreement, made this ........................ day of ..........................., A.D. 19...., between the City of Chicago, a municipal corporation of the State of Illinois (sometimes hereinafter referred to as "City"), and Sam D. Kaplan d/b/a, Sam D. Kaplan Auto Parks (sometimes hereinafter referred to as "Operator").

This Agreement Witnesseth:

That for and in consideration of the mutual promises, covenants, terms and conditions, both general and special, as hereinafter set forth, the City hereby grants to the Operator the privileges hereinafter described and the Operator agrees to assume the duties, responsibilities, and obligations as hereinafter set forth, with respect to the premises and parking facility described as follows:

3155 N. Paulina Street, Chicago Illinois, known as City of Chicago Parking Facility No. 31.

This City of Chicago Parking Facility Operator's Agreement constitutes the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences shall be implied or impressed upon such Agreement that are not herein set forth.

The term of this Agreement shall be for the period of one (1) year beginning on the 1st day of January, 1970, and ending on the 31st day of December, 1970, unless said terms shall be sooner terminated as hereinafter provided.

### Article I.

*Definition of terms.*

A. "Bureau of Parking" means that agency of the City of Chicago, having management and control of the establishment, operation and maintenance of parking facilities.

B. "Commissioner" means the Commissioner of Streets and Sanitation of the City of Chicago, or any other official designated by the City Council to have administrative supervision over the Bureau of Parking.

C. "Operator" means any natural person, partnership, corporation, company or other legal entity who or which owns, controls, manages and directs the business of parking motor vehicles on public off-street parking lots, or in public off-street parking garages, or in other public off-street parking facilities.

### Article II.

*Assignment or transfer.*

The Operator shall not assign or transfer this Agreement nor any of the rights or privileges granted hereby, nor enter into any contract requiring or permitting the doing of any act hereunder by an independent contractor, unless otherwise expressly provided herein, without prior written approval signed by the Commissioner. If the Operator is a partnership or corporation or legal entity other than a natural person, and control of said entity changes at any time during the term hereof, the City may, at its option, deem and declare such change as a breach of this Agreement and take immediate possession of said premises and facility first hereinabove described. It is understood and agreed by and between the City and the Operator that nothing contained in this Agreement is intended or shall be construed as in any way creating or establishing the relationship of co-partners or joint venturers between the parties hereto.

### Article III.

*Present condition of premises.*

The Operator has examined the premises, facilities and appurtenances first hereinabove described, prior to and as a condition precedent to his acceptance and the execution of this Agreement, and is satisfied with the physical condition of said premises, and his taking possession shall constitute conclusive evidence of his receipt thereof in safe and sanitary condition, and in good order and repair, unless otherwise specified herein. The Operator agrees and admits that no representations as to condition or repair have been made by the City or its officers, employees or agents, which are not herein expressed or endorsed hereon, and that no promises to decorate, alter, repair or improve said premises, before, at or after the execution of this Agreement by the parties, not expressly contained herein, have been made by the City or its officers, employees or agents.

### Article IV.

*Future condition of premises.*

The Operator shall keep the premises, facility and appurtenances first hereinabove described in a safe, sanitary and sightly condition, and in good repair, and shall yield the same back to the City upon the termination of this Agreement in such condition and repair, ordinary wear and tear excepted. If said premises and facility shall not be so kept by the Operator, the City may enter the premises (without such entry constituting a termination of the privileges herein granted or an interference with the possession of or construction or other eviction from said premises and facility) and do all things necessary to restore said premises and facility to the condition herein required.

### Article V.

*Signs and advertising.*

The Operator shall not permit or place, post or cause to be placed or posted any sign, billboard, poster, advertising material or similar devices in view of the general public on, in or about the premises and facility without prior written approval signed by the Commissioner. Any such sign, billboard, poster, advertising material or similar devices not authorized by him may be removed by the City and all cost and expense resulting therefrom shall be charged to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses in addition to the rent and charges otherwise reserved in this Agreement. The City hereby reserves the right to erect and maintain such signs or billboards on the premises and facility, from time to time, as the Commissioner may deem advisable.

### Article VI.

*Alterations and additions.*

The Operator shall make no alterations or additions to the premises and facility first hereinabove described without the prior consent of the City as evidenced by approval in writing signed by the Commissioner. All alterations and additions shall remain as part of said premises and facility unless the City shall otherwise elect, as evidenced by prior approval in writing signed by the Commissioner. Said alterations and additions shall include, but are not limited to, locks, bolts and all fixtures.

### Article VII.

*Maintenance by Operator.*

The Operator agrees to maintain the premises and facility, advancing funds therefor, reimbursement being subject to all provisions of this Agreement, from day to day in good condition and repair and agrees to do all things necessary toward that end, particularly, but not limited to, the following:

A. Maintain all wheel stops and blocks.
B. Maintain and care for all planting.
C. Maintain all washrooms, toilets and rest rooms according to acceptable health standards.
D. Maintain the premises and facility in a clean, presentable condition, prevent accumulations of dirt, paper or trash of any kind upon the premises and facility.
E. Remove snow, ice and other obstructions from adjacent driveways and sidewalks. Said snow, ice and like debris to be removed shall not be placed upon the public ways or any portion thereof.
F. Make minor necessary repairs to plumbing, lighting and heating equipment. It is agreed by and between the parties that the Commissioner in his sole judgment shall determine whether a repair is minor or otherwise.
G. Advance payment for all utility services, including gas, heat, water and electricity, reimbursement being subject to all provisions of this Agreement.

Should the Operator fail to comply with any of the obligations listed above, the City may, after five (5) days notice to comply, in the event of non-compliance, enter upon said premises and take all steps necessary to insure compliance with the above obligations, in addition to other remedies set forth herein, charging the cost and expense of such entry and procedure to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses.

### Article VIII.

*Maintenance by City.*

The City agrees to maintain and pay for the following items of maintenance and equipment:

A. Maintain said facility in structural repair.
B. Make necessary major repairs to plumbing, lighting and heating.
C. Remove snow and ice, except from sidewalks and driveways.
D. Supply and maintain cash register.
E. Supply all parking tickets and other forms.
F. Supply and maintain pavement markings.
G. Supply electric light bulbs and replace said bulbs and fuses when necessary.
H. Maintain and replace all gates and barricades.
I. Maintain and keep in good working order the hoists, hoist equipment, lifts and elevators.
J. Maintain and keep in good working order all neon directional, informational, and advertising signs located in the interior or on the exterior of the facility.

### Article IX.

*Compliance with law; Liens.*

The Operator agrees to operate such facility as first hereinabove described in compliance at all times with this Agreement and all laws, statutes, ordinances and rules and regulations which are now in effect or which may be hereafter adopted, particularly, but not limited to, all rules and regulations of the Bureau of Parking, Department of Streets and Sanitation. The Operator agrees to keep premises, facility and appurtenances first hereinabove described free and clear of any and all liens in any way arising out of the Operator's use and maintenance thereof.

### Article X.

*Operation of facility.*

The Operator agrees to operate the facility subject to all provisions of this Agreement for the convenience of the public during the terms hereof and shall use and occupy the above premises solely for off-street parking of motor vehicles. The Operator shall use his best efforts to secure, maintain and develop the parking business conducted by him under the terms of this Agreement and to increase the same whenever and wherever possible, and shall refrain from and prevent the diversion of any such parking business from the facility whenever possible.

### Article XI.

*Hours of operation.*

The Operator agrees to operate the facility twenty-four (24) hours a day, seven (7) days a week, holidays included. The actual hours of operation will be determined by the Commissioner and may be changed from time to time at his sole discretion. Such change shall take effect within forty-eight (48) hours, Sundays and holidays excluded, after written notice thereof is received by the operator.

### Article XII.

*Vehicle parking.*

At no time shall the Operator remove or permit or cause to be removed from the premises and facility any vehicle placed thereon for parking purposes without the express consent of the owner or operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator enter or drive, or permit or cause to be entered or driven, any vehicle which has been placed upon the premises for the purpose of self-parking, without the express consent of the owner or operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator accept or cause to be accepted for parking any commercial vehicles, except with the prior written approval signed by the Commissioner. At no time shall the Operator permit or cause to be permitted the parking of any vehicle whatsoever on or in the premises and facility free of charge.

### Article XIII.

*Operator's employees.*

A. The Operator hereby agrees to select, employ and pay such personnel as may be required in the operation of the facility first hereinabove mentioned, unless otherwise specifically provided for in this Agreement. The Operator agrees further that in performing the covenants, promises and conditions under this Agreement, he shall not discriminate against any worker, employee or applicant, nor against any member of the public, on account of race, creed, color or national origin, nor otherwise commit an unfair employment practice.

B. The Operator agrees further to do or cause to be done the following:

1. To supervise, direct and manage the activities of his employees in such manner as to provide prompt, safe, efficient and courteous services as will be adequate to meet all reasonable demands for parking services on the premises and facility, and to provide a sufficient number of said employees as to enable such services to be provided at all times of the operation of said facility.
2. To cause and require all employees serving as attendants on the premises and facility to wear uniforms, caps and badges to be supplied by and at the expense of the Operator and to require said employees at all times to present a neat and clean appearance. The color and design of said uniforms, caps and badges shall be first approved in writing signed by the Commissioner.

### Article XIV.

*Insurance.*

A. The City, at the time or prior to the execution of this Agreement, agrees to furnish all the insurance required under this Agreement and this Article, to be paid from the revenues resulting from the operation of the facility first hereinabove described. All policies of insurance shall name the beneficiary as indicated below and shall be delivered to and held by the City Comptroller. Said insurance shall be placed only with such insurance companies as are approved from time to time by the City Comptroller.

B. Each such insurance policy as set forth in this Article shall contain a provision to the effect that said insurance cannot be cancelled unless the City Comptroller has been notified not less than thirty (30) days prior to the intended cancellation date.

C. In the event that any additional premiums or audits shall be required, the same shall be paid by the City of Chicago from the revenues resulting from the operation of said facility; any return premiums or audits shall be paid to the City of Chicago, for deposit into an appropriate revenue fund.

D. The insurance to be provided as set forth in this Article shall include the following coverages to be maintained during the life of this Agreement:

1. Workmen's Compensation and Occupational Disease insurance in the names of the City and Operator as insured parties, covering all employees engaged in any work pursuant to this Agreement; liability coverage to be not less than $100,000.00.

2. Not applicable to this contract.

3. Not applicable to this contract.

4. Not applicable to this contract.

5. Garage Keeper's Legal Liability, Fire and Explosion, Theft of Automobile, and Combined Coverage, in the names of the City and Operator as insured parties, to include riot, civil commotion, vandalism and malicious mischief with a $25.00 deductible provision, and a $100.00 deductible provision for collision and upset.

6. Plate glass coverage, in the names of the City and Operator as insured parties, fully covering all plate glass of the facility.

7. Commercial Blanket Fidelity Bond, in the name of the Operator as the insured party, covering all employees; liability coverage to be not less than $25,000.00.

8. Broad Form Money and Securities Insurance, in the name of the Operator as the insured party, covering interior and exterior locations, if necessary, liability coverage to be not less than $2,000.00.

9. Comprehensive Public Liability and Property Damage Insurance, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries from any one accident; and $50,000.00 for property damage resulting from any one accident.

10. Owner's or Landlord's Protective Policy, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries resulting from any one accident; and $50,000.00 for property damage resulting from any one accident.

11. Not applicable to this contract.

### Article XV.

*Destruction of facilities.*

A. In the event the premises and facility or a part thereof shall become damaged or destroyed by fire, explosion, or other casualty, and if the Commissioner determines in his sole judgment that said damages can be repaired within a reasonable time, upon notification thereof, the Operator agrees to submit plans and specifications for approval by the Commissioner, which are necessary to restore the premises and facility to the condition which existed prior to said damage, and agrees to make all repairs according to said plans and specifications after approval by the Commissioner. Failure of the Operator to submit said plans and specifications to the Commissioner within ten (10) days after the casualty above described, or failure to commence said restoration work within five (5) days after the Operator has received the plans and specifications as approved by the Commissioner, or failure to complete such restoration work within a reasonable time, will constitute an abandonment by the Operator.

B. The cost of such repairs and restoration described in this Article shall be paid from the funds received by the City and Operator under insurance policies to the extent said costs are thereunder covered. Should any balance of costs remain which are not covered by said insurance policies, fifty (50) percent of said balance shall be paid by the City and fifty (50) percent shall be paid by the Operator.

C. Notwithstanding the foregoing provisions, in the event of a casualty described in Paragraph A of this Article, the Commissioner may elect, in his sole judgment, to consider said premises and facility beyond repair and refuse to permit the repair, reconstruction or restoration of said premises and facility, and upon written notice of said election from the Commissioner to the Operator within thirty (30) days from the date of said casualty, the obligation of the operator to pay such rent and charges as are hereinafter reserved to the City shall cease and this Agreement shall thereupon terminate; provided, however, that all rents and charges theretofore accrued shall remain due and payable by the Operator forthwith.

### Article XVI.

***Indemnification.***

The Operator shall assume all risks incident to or in connection with his business to be conducted hereunder and shall be solely responsible for all accidents or injuries of whatsoever kind or nature as may be sustained by any persons or property and the Operator shall indemnify, defend and save harmless the City, its officers, agents and employees from any and all claims, suits, losses or damages arising from said accidents or injuries of whatsoever kind or nature, arising directly or indirectly out of the operation of said business, or resulting from the carelessness, negligence or improper conduct of the City, Operator or any of their officers, agents or employees. Said Operator shall also indemnify, defend and save harmless the City, its officers, agents and employees from any penalties for violation of any law, statute, ordinance or regulation affecting its operations.

### Article XVII.

*Operator's Performance Bond.*

The Operator shall deliver to the City at the time of or prior to the execution of this Agreement an approved Government Bond payable to bearer or the City of Chicago or, in lieu thereof, a Performance Bond approved by the City Comptroller and the Corporation Counsel in the amount of $500.00. Said bond shall be conditioned upon the full and faithful performance by the Operator of each and every covenant, promise, term, condition, undertaking and agreement set forth in this Agreement.

### Article XVIII.

*Parking Fees and charges.*

The Operator hereby agrees to charge for parking vehicles on the premises and facility first hereinabove described the following fees, rates and charges, during the term of this Agreement:

A. *Transient.*

| | |
|---|---|
| First half hour | $0.05 |
| Second half hour | 0.05 |
| Four hour maximum | 0.25 |

B. *Monthly.*

| | |
|---|---|
| Contracted space rental per month | $225.00 |

C. It is understood and agreed that parking fees, rates and charges may be changed by the Commissioner when authorized and directed to do so by the City Council of the City of Chicago and the Operator agrees to make such changes when directed to do so by the Commissioner. Fees, rates and charges shall be put into effect within forty-eight (48) hours after written notification thereof has been given to the Operator by the Commissioner and shall remain in effect until changed by the Commissioner as herein provided.

### Article XIX.

*License fees, taxes and charges: budget: and compensation.*

A. *License fees, taxes and charges.*

The Operator shall advance all license fees, taxes and charges assessed under local ordinances and State and Federal statutes to the extent that they are applicable to the operation of the Facility. The Operator shall also secure armored car service for the daily collection of revenue from the Facility and advance payment for such services, the selection of the armored car service to be approved in writing by the Commissioner prior to the use thereof by the Operator.

B. *Budget.*

All expenses incurred or to be incurred by the Operator in anticipation of the advancement of funds under this Agreement shall be set forth in a budget for approval by the Commissioner on a form prescribed by the Commissioner, which shall include, but shall not be limited to, license fees, taxes, charges, employee payrolls and like expenses. The budget herein provided for shall be submitted no later than thirty (30) days following the execution of this Agreement and shall be supplemented from time to time so as to reflect such changes or additions as may become necessary or as requested by the Commissioner. The Operator shall submit such detailed supporting data as the Commissioner may request. Each expense item for which reimbursement is being claimed shall be designated as a reimbursable item on said budget. No expense item shall be reimbursed to the Operator unless approved by the Commissioner and the Independent Engineer.

C. *Compensation to Operator.*

For full and faithful performance of the provisions contained in this Agreement the Operator of Facility No. 31 shall be paid for the period of this Agreement 10.0% of all gross revenue collected.

D. *Settlement and reimbursement.*

The Operator's total fee and expense reimbursement shall be computed, finalized and settled for the entire period of this Agreement, specifically on the basis of actual results of the operation of the facility for the period covered by this Agreement, as determined by an examination of the books and records of the Operator by the City after the termination of said period; provided, however, that the City shall make monthly payments of fees and reimbursable expenses, with quarterly adjustments, which shall substantially cover the Operator's earned fees and actual reimbursable expenses for each month under the following procedure:

(1) It is estimated that the Operator's yearly management fee for Facility No. 31 will be approximately $420.00 and that the Operator's annual reimbursable expense will be approximately $2,160.00 making the total annual payment to the Operator to be approximately $2,580.00. The Operator shall receive a monthly reimbursement of one-twelfth of the total approximate yearly payment, or $215.00 on the tenth day of the following month for the first eleven months of the Agreement. The final settlement payment shall constitute the twelfth payment.

(2) At the end of the first three quarters of the period of this Agreement, the Operator shall submit to the City quarterly expense statements reflecting actual expenses incurred within each said quarter by the Operator for said facility. At the end of each quarter the Commissioner shall review actual management fees earned and expenses incurred and if, in his sole judgment, the estimated monthly reimbursement does not correctly reflect actual operations, he may appropriately adjust the monthly reimbursement to reflect actual operating conditions.

(3) At the end of the fourth quarter of the period of this Agreement, the Operator shall submit to the City the fourth quarterly reimbursable expense statement reflecting actual expenses incurred within said quarter. This quarterly statement, when combined with the three previously submitted quarterly statements, shall be used as the basis for computing the final settlement, subject to the aforementioned audit. Such audit shall be completed within 90 days after the expiration of this Agreement and final settlement shall be made within 120 days after the expiration of this Agreement.

In the event that parking rates for Facility No. 31 are increased and are to take effect at any time during the period of this Agreement, this Article XIX shall be subject to review, adjustment and renegotiation by and between the City and the Operator with respect to compensation, and supplemental agreement by and between said parties shall be drawn for the approval of the City Council and execution by the parties.

### Article XX.

*Collection of fees and charges.*

All parking fees and charges made and collected by the Operator and his employees under the terms of this Agreement shall be deposited daily with the armored car service referred to in Article XIX. B. hereof and said armored car service shall deposit said fees and charges for credit to such appropriate revenue account as shall be designated by the Commissioner, said procedure set forth in further detail in the Rules and Regulations promulgated by the Bureau of Parking. All such parking fees and charges shall be made pursuant to parking tickets supplied by the City, which shall be time stamped by the Operator and his employees in accordance with the Rules and Regulations hereinabove referred to, with the exception of monthly charges, otherwise provided for therein.

### Article XXI.

*Operator's records.*

The Operator shall keep accurate records, books and accounts in conformity with a system approved by the Commissioner and agrees to permit authorized personnel of the City to examine said records, books and accounts at any reasonable time as a matter of right.

### Article XXII.

*Vacation and abandonment of premises.*

A. If the Operator shall vacate, desert or abandon the premises and facility, or shall permit the same to remain vacated, deserted or abandoned for a period of ten (10) days, or if the Operator shall breach any covenant, promise or condition set forth in this Agreement, or if the Operator shall default in the payment of any rent or charges payable by him under this Agreement, or if the Operator shall sell, assign or mortgage this Agreement or any provision hereof, or if the Operator shall be in default with respect to his performance of any covenants, promises or conditions contained in this Agreement, or if the Operator shall fail to comply with any of the statutes, ordinances, rules, orders, regulations or requirements of the Federal, State and City government, or any and all of their departments and bureaus applicable or pertinent to said premises and facility, or in the event of the death or incapacity of the Operator, then the Operator's right to possession of the premises and facility thereupon shall cease and terminate, with or without any notice or demand whatsoever if the City so elects, but not otherwise. In such event or events hereinabove set forth, whether this Agreement shall be terminated or not, the Operator agrees to surrender to the City possession of the premises and facility immediately without notice to quit or demand for possession of the premises and facility whatsoever, and the Operator hereby grants to the City full and free license to enter into and upon said premises and facility, or any part thereof, to take possession thereof and expel and remove the Operator or any other person who may be occupying the premises and facility or any part thereof, without resort to courts for an order sanctioning such action, and the City may use force in expelling and removing the Operator and such other person as may be reasonably necessary to accomplish said purpose. It is agreed by the Operator that said entry of the premises and facility by the City shall not constitute a trespass or forcible entry or detainer, nor shall it cause forfeiture of charges due by virtue of the provisions of this Agreement, nor a waiver of any covenant, agreement or promise in this Agreement to be performed by the Operator.

B. The Operator hereby waives all notice of any election made by the City under this Agreement, demand for revenues or other charges reserved under this Agreement, notice to quit, demand for possession, and any and all notices and demands whatsoever, of every kind and nature, which may or shall be required by any statute of this State relating to forcible entry and detainer, or to landlord and tenant, or any other statute, or under the common law, during the term of this Agreement. The acceptance of any rents or charges reserved by the City under this Agreement, whether in a single instance or repeatedly, after they shall fall due, or after knowledge of any breach hereof by the Operator, or giving or making of any notice or demand, whether according to any statutory provisions or not, or any act or series of acts, except an express written waiver, shall not be construed as a waiver of the City's right to act without notice or demand or any other right hereby given the City, or as an election not to proceed under the provisions of this Agreement.

D. If the Operator shall file a petition in bankruptcy or shall be involuntarily placed in bankruptcy, or shall be adjudicated a bankrupt, or shall make an assignment for the benefit of creditors, or shall take advantage of any provisions in any statute or ordinance for the advantage of insolvent persons, the City may elect to terminate this Agreement and the term hereof and take immediate possession of the premises facility and appurtenances without notice.

E. In the event the City elects to terminate this Agreement because of a violation of any provisions of this Article, upon such termination the Operator shall compensate the City for any loss in revenue as may be sustained by reason of such termination and provision for such compensation shall be made a condition of the Performance Bond referred to in Article XVII of this Agreement.

F. It is further agreed by and between the parties that the rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

Article XXIII.

*Costs, expenses and attorney's fees.*

The Operator agrees to pay and discharge all costs, expenses and attorney's fees which shall be incurred and expended by the City in enforcing the covenants, promises and conditions of this Agreement, whether by the institution of litigation or in taking of advice of counsel, or otherwise.

Article XXIV.

*Notices.*

Notices to the City provided under this Agreement may be sent by registered mail, postage prepaid, addressed to the Commissioner of Streets and Sanitation, Room 707, City Hall, Chicago, Illinois 60602, and notices to the Operator provided for in this Agreement may be sent by registered mail, postage prepaid, addressed to the Operator at: Sam D. Kaplan Auto Parks, 188 Randolph Tower, Chicago, Illinois, or in either case to such other respective parties and addresses as the parties hereto may designate in writing from time to time. Such notices shall be deemed to have been given when deposited in any United States Post Office.

Article XXV.

*Construction of Agreement.*

It is agreed by and between the parties hereto that all general provisions, terms, phrases, and expressions shall be subject to rules of construction as will fully implement the true intent and meaning of the parties to this Agreement, including, but not limited to, the following:

A. Words importing the singular number may extend and be applied to several persons or things, and words importing the plural number may include the singular.

B. Words importing the masculine gender may be applied to the feminine gender and to impersonal legal entities.

C. The word "month" means a calendar month, and the word "year" means a calendar year, unless otherwise expressed.

Article XXVI.

*City Council approval.*

This Agreement was authorized by the City Council of the City of Chicago, on the ............day of ................... A.D. 19........ Council Journal page........

In Witness Whereof, the parties hereto have caused this Agreement to be executed under their respective seals on the day and year first above written.

City of Chicago, a municipal corporation.

By: ........................................

Commissioner of Streets and Sanitation

By: ........................................

City Comptroller

Operator:

By: ........................................

Title

By: ........................................

Attest Title

(Corporate seal)

Approved:

..............................................

Independent Engineer

Approved as to form and legality, except as to property description and execution:

..............................................

Assistant Corporation Counsel

ACKNOWLEDGMENT BY PRINCIPAL IF AN INDIVIDUAL

State of Illinois }
}ss
County of Cook }

I, .........................................., a Notary Public in and for the County and State aforesaid, Do Hereby Certify that .................................................. who is personally known to me to be the same person whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial seal, this ............... day of ..................................... A.D. 1969.

..................................................

Notary Public

My Commission Expires..........

SECTION 2. This ordinance shall be effective from and after the date of its passage.

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## Execution of Parking Facility Operator's Lease Agreement Authorized for Parking Facility No. 32.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on December 30, 1969, page 7343, recommending that the City Council pass a proposed ordinance transmitted with the committee's report [Proposed ordinance printed in Committee Pamphlet No. 19], to authorize execution of Parking Facility Operator's Lease Agreement for Parking Facility No. 32 for Year 1970.

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Singer, Fifielski, Kerwin, Wigoda, Sperling—39.

*Nays*—Aldermen Despres, Simon, Scholl, McCutcheon, Hoellen, O'Rourke—6.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Streets and Sanitation is hereby authorized and directed to execute on behalf of the City of Chicago, the City Comptroller to countersign, and the City Clerk to attest, upon approval of the Corporation Counsel as to form and legality, a Parking Facility Operator's Agreement between the City of Chicago and Sam D. Kaplan Auto Parks for Chicago Parking Facility No. 32 at No. 1602 W. Barry Avenue. Said agreement is attached to this ordinance and made a part hereof, the same as if incorporated herein.

### CITY OF CHICAGO
### PARKING FACILITY
### OPERATOR'S AGREEMENT

This Agreement, made this ........................ day of ............................, A.D. 19...., between the City of Chicago, a municipal corporation of the State of Illinois (sometimes hereinafter referred to as "City"), and Sam D. Kaplan d/b/a, Sam D. Kaplan Auto Parks (sometimes hereinafter referred to as "Operator").

This Agreement Witnesseth:

That for and in consideration of the mutual promises, covenants, terms and conditions, both general and special, as hereinafter set forth, the City hereby grants to the Operator the privileges hereinafter described and the Operator agrees to assume the duties, responsibilities, and obligations as hereinafter set forth, with respect to the premises and parking facility described as follows:

1602 West Barry Avenue, Chicago, Illinois, known as City of Chicago Parking Facility No. 32.

This City of Chicago Parking Facility Operator's Agreement constitutes the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences shall be implied or impressed upon such Agreement that are not herein set forth.

The term of this Agreement shall be for the period of one (1) year beginning on the 1st day of January, 1970, and ending on the 31st day of December, 1970, unless said terms shall be sooner terminated as hereinafter provided.

### Article I.

*Definition of terms.*

A. "Bureau of Parking" means that agency of the City of Chicago, having management and control of the establishment, operation and maintenance of parking facilities.

B. "Commissioner" means the Commissioner of Streets and Sanitation of the City of Chicago, or any other official designated by the City Council to have administrative supervision over the Bureau of Parking.

C. "Operator" means any natural person, partnership, corporation, company or other legal entity who or which owns, controls, manages and directs the business of parking motor vehicles on public off-street parking lots, or in public off-street parking garages, or in other public off-street parking facilities.

### Article II.

*Assignment or transfer.*

The Operator shall not assign or transfer this Agreement nor any of the rights or privileges granted hereby, nor enter into any contract requiring or permitting the doing of any act hereunder by an independent contractor, unless otherwise expressly provided herein, without prior written approval signed by the Commissioner. If the Operator is a partnership or corporation or legal entity other than a natural person, and control of said entity changes at any time during the term hereof, the City may, at its option, deem and declare such change as a breach of this Agreement and take immediate possession of said premises and facility first hereinabove described. It is understood and agreed by and between the City and the Operator that nothing contained in this Agreement is intended or shall be construed as in any way creating or establishing the relationship of co-partners or joint venturers between the parties hereto.

### Article III.

*Present condition of premises.*

The Operator has examined the premises, facilities and appurtenances first hereinabove described, prior to and as a condition precedent to his acceptance and the execution of this Agreement, and is satisfied with the physical condition of said premises, and his taking possession shall constitute conclusive evidence of his receipt thereof in safe and sanitary condition, and in good order and repair, unless otherwise specified herein. The Operator agrees and admits that no representations as to condition or repair have been made by the City or its officers, employees or agents, which are not herein expressed or endorsed hereon, and that no promises to decorate, alter, repair or improve said premises, before, at or after the execution of this Agreement by the parties, not expressly contained herein, have been made by the City or its officers, employees or agents.

### Article IV.

*Future condition of premises.*

The Operator shall keep the premises, facility and appurtenances first hereinabove described in a safe, sanitary and sightly condition, and in good repair, and shall yield the same back to the City upon the termination of this Agreement in such condition and repair, ordinary wear and tear excepted. If said premises and facility shall not be so kept by the Operator, the City may enter the premises (without such entry constituting a termination of the privileges herein granted or an interference with the possession of or construction or other eviction from said premises and facility) and do all things necessary to restore said premises and facility to the condition herein required.

### Article V.

*Signs and advertising.*

The Operator shall not permit or place, post or cause to be placed or posted any sign, billboard, poster, advertising material or similar devices in view of the general public on, in or about the premises and facility without prior written approval signed by the Commissioner. Any such sign, billboard, poster, advertising material or similar devices not authorized by him may be removed by the City and all cost and expense resulting therefrom shall be charged to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses in addition to the rent and charges otherwise reserved in this Agreement. The City hereby reserves the right to erect and maintain such signs or billboards on the premises and facility, from time to time, as the Commissioner may deem advisable.

### Article VI.

*Alterations and additions.*

The Operator shall make no alterations or additions to the premises and facility first hereinabove described without the prior consent of the City as evidenced by approval in writing signed by the Commissioner. All alterations and additions shall remain as part of said premises and facility unless the City shall otherwise elect, as evidenced by prior approval in writing signed by the Commissioner. Said alterations and additions shall include, but are not limited to, locks, bolts and all fixtures.

### Article VII.

*Maintenance by Operator.*

The Operator agrees to maintain the premises and facility, advancing funds therefor, reimbursement being subject to all provisions of this Agreement, from day to day in good condition and repair and agrees to do all things necessary toward that end, particularly, but not limited to, the following:

A. Maintain all wheel stops and blocks.
B. Maintain and care for all planting.
C. Maintain all washrooms, toilets and rest rooms according to acceptable health standards.
D. Maintain the premises and facility in a clean, presentable condition, prevent accumulations of dirt, paper or trash of any kind upon the premises and facility.
E. Remove snow, ice and other obstructions from adjacent driveways and sidewalks. Said snow, ice and like debris to be removed shall not be placed upon the public ways or any portion thereof.
F. Make minor necessary repairs to plumbing, lighting and heating equipment. It is agreed by and between the parties that the Commissioner in his sole judgment shall determine whether a repair is minor or otherwise.
G. Advance payment for all utility services, including gas, heat, water and electricity, reimbursement being subject to all provisions of this Agreement.

Should the Operator fail to comply with any of the obligations listed above, the City may, after five (5) days notice to comply, in the event of non-compliance, enter upon said premises and take all steps necessary to insure compliance with the above obligations, in addition to other remedies set forth herein, charging the cost and expense of such entry and procedure to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses.

### Article VIII.

*Maintenance by City.*

The City agrees to maintain and pay for the following items of maintenance and equipment:

A. Maintain said facility in structural repair.
B. Make necessary major repairs to plumbing, lighting and heating.
C. Remove snow and ice, except from sidewalks and driveways.
D. Supply and maintain cash register.
E. Supply all parking tickets and other forms.
F. Supply and maintain pavement markings.
G. Supply electric light bulbs and replace said bulbs and fuses when necessary.
H. Maintain and replace all gates and barricades.
I. Maintain and keep in good working order the hoists, hoist equipment, lifts and elevators.
J. Maintain and keep in good working order all neon directional, informational, and advertising signs located in the interior or on the exterior of the facility.

### Article IX.

*Compliance with law; Liens.*

The Operator agrees to operate such facility as first hereinabove described in compliance at all times with this Agreement and all laws, statutes, ordinances and rules and regulations which are now in effect or which may be hereafter adopted, particularly, but not limited to, all rules and regulations of the Bureau of Parking, Department of Streets and Sanitation. The Operator agrees to keep premises, facility and appurtenances first hereinabove described free and clear of any and all liens in any way arising out of the Operator's use and maintenance thereof.

### Article X.

*Operation of facility.*

The Operator agrees to operate the facility subject to all provisions of this Agreement for the convenience of the public during the terms hereof and shall use and occupy the above premises solely for off-street parking of motor vehicles. The Operator shall use his best efforts to secure, maintain and develop the parking business conducted by him under the terms of this Agreement and to increase the same whenever and wherever possible, and shall refrain from and prevent the diversion of any such parking business from the facility whenever possible.

### Article XI.

*Hours of operation.*

The Operator agrees to operate the facility twenty-four (24) hours a day, seven (7) days a week, holidays included. The actual hours of operation will be determined by the Commissioner and may be changed from time to time at his sole discretion. Such change shall take effect within forty-eight (48) hours, Sundays and holidays excluded, after written notice thereof is received by the operator.

### Article XII.

*Vehicle parking.*

At no time shall the Operator remove or permit or cause to be removed from the premises and facility any vehicle placed thereon for parking purposes without the express consent of the owner or operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator enter or drive, or permit or cause to be entered or driven, any vehicle which has been placed upon the premises for the purpose of self-parking, without the express consent of the owner or operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator accept or cause to be accepted for parking any commercial vehicles, except with the prior written approval signed by the Commissioner. At no time shall the Operator permit or cause to be permitted the parking of any vehicle whatsoever on or in the premises and facility free of charge.

### Article XIII.

*Operator's employees.*

A. The Operator hereby agrees to select, employ and pay such personnel as may be required in the operation of the facility first hereinabove mentioned, unless otherwise specifically provided for in this Agreement. The Operator agrees further that in performing the covenants, promises and conditions under this Agreement, he shall not discriminate against any worker, employee or applicant, nor against any member of the public, on account of race, creed, color or national origin, nor otherwise commit an unfair employment practice.

B. The Operator agrees further to do or cause to be done the following:

1. To supervise, direct and manage the activities of his employees in such manner as to provide prompt, safe, efficient and courteous services as will be adequate to meet all reasonable demands for parking services on the premises and facility, and to provide a sufficient number of said employees as to enable such services to be provided at all times of the operation of said facility.
2. To cause and require all employees serving as attendants on the premises and facility to wear uniforms, caps and badges to be supplied by and at the expense of the Operator and to require said employees at all times to present a neat and clean appearance. The color and design of said uniforms, caps and badges shall be first approved in writing signed by the Commissioner.

### Article XIV.

*Insurance.*

A. The City, at the time or prior to the execution of this Agreement, agrees to furnish all the insurance required under this Agreement and this Article, to be paid from the revenues resulting from the operation of the facility first hereinabove described. All policies of insurance shall name the beneficiary as indicated below and shall be delivered to and held by the City Comptroller. Said insurance shall be placed only with such insurance companies as are approved from time to time by the City Comptroller.

B. Each such insurance policy as set forth in this Article shall contain a provision to the effect that said insurance cannot be cancelled unless the City Comptroller has been notified not less than thirty (30) days prior to the intended cancellation date.

C. In the event that any additional premiums or audits shall be required, the same shall be paid by the City of Chicago from the revenues resulting from the operation of said facility; any return premiums or audits shall be paid to the City of Chicago, for deposit into an appropriate revenue fund.

D. The insurance to be provided as set forth in this Article shall include the following coverages to be maintained during the life of this Agreement:

1. Workmen's Compensation and Occupational Disease Insurance in the names of the City and Operator as insured parties, covering all employees engaged in any work pursuant to this Agreement; liability coverage to be not less than $100,000.00.

2. Fire, Extended Coverage, Vandalism and Malicious Mischief, in the name of the City as the insured party, with not less than eighty (80) percent co-insurance on all buildings included in said facility; liability coverage to be not less than $7,500.00.

3. No applicable to this contract.

4. Not applicable to this contract.

5. Garage Keeper's Legal Liability, Fire and Explosion, Theft of Automobile, and Combined Coverage, in the names of the City and Operator as insured parties, to include riot, civil commotion, vandalism and malicious mischief with a $25.00 deductible provision, and a $100.00 deductible provision for collision and upset.

6. Plate glass coverage, in the names of the City and Operator as insured parties, fully covering all plate glass of the facility.

7. Commercial Blanket Fidelity Bond, in the name of the Operator as the insured party, covering all employees; liability coverage to be not less than $25,000.00.

8. Broad Form Money and Securities Insurance, in the name of the Operator as the insured party, covering interior and exterior locations, if necessary, liability coverage to be not less than $2,000.00.

9. Comprehensive Public Liability and Property Damage Insurance, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries from any one accident; and $50,000.00 for property damage resulting from any one accident.

10. Owner's or Landlord's Protective Policy, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries resulting from any one accident; and $50,000.00 for property damage resulting from any one accident.

11. Not applicable to this contract.

### Article XV.

*Destruction of facilities.*

A. In the event the premises and facility or a part thereof shall become damaged or destroyed by fire, explosion, or other casualty, and if the Commissioner determines in his sole judgment that said damages can be repaired within a reasonable time, upon notification thereof, the Operator agrees to submit plans and specifications for approval by the Commissioner, which are necessary to restore the premises and facility to the condition which existed prior to said damage, and agrees to make all repairs according to said plans and specifications after approval by the Commissioner. Failure of the Operator to submit said plans and specifications to the Commissioner within ten (10) days after the casualty above described, or failure to commence said restoration work within five (5) days after the Operator has received the plans and specifications as approved by the Commissioner, or failure to complete such restoration work within a reasonable time, will constitute an abandonment by the Operator.

B. The cost of such repairs and restoration described in this Article shall be paid from the funds received by the City and Operator under insurance policies to the extent said costs are thereunder covered. Should any balance of costs remain which are not covered by said insurance policies, fifty (50) percent of said balance shall be paid by the City and fifty (50) percent shall be paid by the Operator.

C. Notwithstanding the foregoing provisions, in the event of a casualty described in Paragraph A of this Article, the Commissioner may elect, in his sole judgment, to consider said premises and facility beyond repair and refuse to permit the repair, reconstruction or restoration of said premises and facility, and upon written notice of said election from the Commissioner to the Operator within thirty (30) days from the date of said casualty, the obligation of the operator to pay such rent and charges as are hereinafter reserved to the City shall cease and this Agreement shall thereupon terminate; provided, however, that all rents and charges theretofore accrued shall remain due and payable by the Operator forthwith.

### Article XVI.

*Indemnification.*

The Operator shall assume all risks incident to or in connection with his business to be conducted hereunder and shall be solely responsible for all accidents or injuries of whatsoever kind or nature as may be sustained by any persons or property and the Operator shall indemnify, defend and save harmless the City, its officers, agents and employees from any and all claims, suits, losses or damages arising from said accidents or injuries of whatsoever kind or nature, arising directly or indirectly out of the operation of said business, or resulting from the carelessness, negligence or improper conduct of the City, Operator or any of their officers, agents or employees. Said Operator shall also indemnify, defend and save harmless the City, its officers, agents and employees from any penalties for violation of any law, statute, ordinance or regulation affecting its operations.

### Article XVII.

*Operator's Performance Bond.*

The Operator shall deliver to the City at the time of or prior to the execution of this Agreement an approved Government Bond payable to bearer or the City of Chicago or, in lieu thereof, a Performance Bond approved by the City Comptroller and the Corporation Counsel in the amount of $1,000.00. Said bond shall be conditioned upon the full and faithful performance by the Operator of each and every covenant, promise, term, condition, undertaking and agreement set forth in this Agreement.

### Article XVIII.

*Parking fees and charges.*

The Operator hereby agrees to charge for parking vehicles on the premises and facility, first hereinabove described the following fees, rates and charges, during the term of this Agreement:

A. *Transient.*

| | |
|---|---|
| First half hour | $0.10 |
| Second half hour | 0.10 |
| Each hour thereafter | 0.10 |

B. *Monthly.*

| | |
|---|---|
| For each one month period | $10.00 |
| Special group rate for each one-month period | 5.00 |

C. It is understood and agreed that parking fees, rates and charges may be changed by the Commissioner when authorized and directed to do so by the City Council of the City of Chicago and the Operator agrees to make such changes when directed to do so by the Commissioner. Fees, rates and charges shall be put into effect within forty-eight (48) hours after written notification thereof has been given to the Operator by the Commissioner and shall remain in effect until changed by the Commissioner as herein provided.

### Article XIX.

*License fees, taxes and charges; budget; and compensation.*

A. *License fees, taxes and charges.*

The Operator shall advance all license fees, taxes and charges assessed under local ordinances and State and Federal statutes to the extent that they are applicable to the operation of the Facility. The Operator shall also secure armored car service for the daily collection of revenue from the Facility and advance payment for such services, the selection of the armored car service to be approved in writing by the Commissioner prior to the use thereof by the Operator.

B. *Budget.*

All expenses incurred or to be incurred by the Operator in anticipation of the advancement of funds under this Agreement shall be set forth in a budget for approval by the Commissioner on a form prescribed by the Commissioner, which shall include, but shall not be limited to, license fees, taxes, charges, employee payrolls and like expenses. The budget herein provided for shall be submitted no later than thirty (30) days following the execution of this Agreement and shall be supplemented from time to time so as to reflect such changes or additions as may become necessary or as requested by the Commissioner. The Operator shall submit such detailed supporting data as the Commissioner may request. Each expense item for which reimbursement is being claimed shall be designated as a reimbursable item on said budget. No expense item shall be reimbursed to the Operator unless approved by the Commissioner and the Independent Engineer.

C. *Compensation to Operator.*

For full and faithful performance of the provisions contained in this Agreement the Operator of Facility No. 32 shall be paid for the period of this Agreement 10.0% of all gross revenue collected.

D. *Settlement and reimbursement.*

The Operator's total fee and expense reimbursement shall be computed, finalized and settled for the entire period of this Agreement, specifically on the basis of actual results of the operation of the facility for the period covered by this Agreement, as determined by an examination of the books and records of the Operator by the City after the termination of said period: provided, however, that the City shall make monthly payments of fees and reimbursable expenses, with quarterly adjustments, which shall substantially cover the Operator's earned fees and actual reimbursable expenses for each month under the following procedure:

(1) It is estimated that the Operator's yearly management fee for Facility No. 32 will be approximately $990.00 and that the Operator's annual reimbursable expense will be approximately $8,130.00 making the total annual payment to the Operator to be approximately $9,120.00. The Operator shall receive a monthly reimbursement of one-twelfth of the total approximate yearly payment, or $760.00 on the tenth day of the following month for the first eleven months of the Agreement. The final settlement payment shall constitute the twelfth payment.

(2) At the end of the first three quarters of the period of this Agreement, the Operator shall submit to the City quarterly expense statements reflecting actual expenses incurred within each said quarter by the Operator for said facility. At the end of each quarter the Commissioner shall review actual management fees earned and expenses incurred and if, in his sole judgment, the estimated monthly reimbursement does not correctly reflect actual operations, he may appropriately adjust the monthly reimbursement to reflect actual operating conditions.

(3) At the end of the fourth quarter of the period of this Agreement, the Operator shall submit to the City the fourth quarterly reimbursable expense statement reflecting actual expenses incurred within said quarter. This quarterly statement, when combined with the three previously submitted quarterly statements, shall be used as the basis for computing the final settlement, subject to the aforementioned audit. Such audit shall be completed within 90 days after the expiration of this Agreement and final settlement shall be made within 120 days after the expiration of this Agreement.

In the event that parking rates for Facility No. 32 are increased and are to take effect at any time during the period of this Agreement, this Article XIX shall be subject to review, adjustment and renegotiation by and between the City and the Operator with respect to compensation, and supplemental agreement by and between said parties shall be drawn for the approval of the City Council and execution by the parties.

### Article XX.

*Collection of fees and charges.*

All parking fees and charges made and collected by the Operator and his employees under the terms of this Agreement shall be deposited daily with the armored car service referred to in Article XIX. B. hereof and said armored car service shall deposit said fees and charges for credit to such appropriate revenue account as shall be designated by the Commissioner, said procedure set forth in further detail in the Rules and Regulations promulgated by the Bureau of Parking. All such parking fees and charges shall be made pursuant to parking tickets supplied by the City, which shall be time stamped by the Operator and his employees in accordance with the Rules and Regulations hereinabove referred to, with the exception of monthly charges, otherwise provided for therein.

### Article XXI.

*Operator's records.*

The Operator shall keep accurate records, books and accounts in conformity with a system approved by the Commissioner and agrees to permit authorized personnel of the City to examine said records, books and accounts at any reasonable time as a matter of right.

### Article XXII.

*Vacation and abandonment of premises.*

A. If the Operator shall vacate, desert or abandon the premises and facility, or shall permit the same to remain vacated, deserted or abandoned for a period of ten (10) days, or if the Operator shall breach any covenant, promise or condition set forth in this Agreement, or if the Operator shall default in the payment of any rent or charges payable by him under this Agreement, or if the Operator shall sell, assign or mortgage this Agreement or any provision hereof, or if the Operator shall be in default with respect to his performance of any covenants, promises or conditions contained in this Agreement, or if the Operator shall fail to comply with any of the statutes, ordinances, rules, orders, regulations or requirements of the Federal, State and City government, or any and all of their departments and bureaus applicable or pertinent to said premises and facility, or in the event of the death or incapacity of the Operator, then the Operator's right to possession of the premises and facility thereupon shall cease and terminate, with or without any notice or demand whatsoever if the City so elects, but not otherwise. In such event or events hereinabove set forth, whether this Agreement shall be terminated or not, the Operator agrees to surrender to the City possession of the premises and facility immediately without notice to quit or demand for possession of the premises and facility whatsoever, and the Operator hereby grants to the City full and free license to enter into and upon said premises and facility, or any part thereof, to take possession thereof and expel and remove the Operator or any other person who may be occupying the premises and facility or any part thereof, without resort to courts for an order sanctioning such action, and the City may use force in expelling and removing the Operator and such other person as may be reasonably necessary to accomplish said purpose. It is agreed by the Operator that said entry of the premises and facility by the City shall not constitute a trespass or forcible entry or detainer, nor shall it cause forfeiture of charges due by virtue of the provisions of this Agreement, nor a waiver of any covenant, agreement or promise in this Agreement to be performed by the Operator.

B. The Operator hereby waives all notice of any election made by the City under this Agreement, demand for revenues or other charges reserved under this Agreement, notice to quit, demand for possession, and any and all notices and demands whatsoever, of every kind and nature, which may or shall be required by any statute of this State relating to forcible entry and detainer, or to landlord and tenant, or any other statute, or under the common law, during the term of this Agreement. The acceptance of any rents or charges reserved by the City under this Agreement, whether in a single instance or repeatedly, after they shall fall due, or after knowledge of any breach hereof by the Operator, or giving or making of any notice or demand, whether according to any statutory provisions or not, or any act or series of acts, except an express written waiver, shall not be construed as a waiver of the City's right to act without notice or demand or any other right hereby given the City, or as an election not to proceed under the provisions of this Agreement.

D. If the Operator shall file a petition in bankruptcy or shall be involuntarily placed in bankruptcy, or shall be adjudicated a bankrupt, or shall make an assignment for the benefit of creditors, or shall take advantage of any provisions in any statute or ordinance for the advantage of insolvent persons, the City may elect to terminate this Agreement and the term hereof and take immediate possession of the premises facility and appurtenances without notice.

E. In the event the City elects to terminate this Agreement because of a violation of any provisions of this Article, upon such termination the Operator shall compensate the City for any loss in revenue as may be sustained by reason of such termination and provision for such compensation shall be made a condition of the Performance Bond referred to in Article XVII of this Agreement.

F. It is further agreed by and between the parties that the rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

### Article XXIII.

*Costs, expenses and attorney's fees.*

The Operator agrees to pay and discharge all costs, expenses and attorney's fees which shall be incurred and expended by the City in enforcing the covenants, promises and conditions of this Agreement, whether by the institution of litigation or in taking of advice of counsel, or otherwise.

### Article XXIV.

*Notices.*

Notices to the City provided under this Agreement may be sent by registered mail, postage prepaid, addressed to the Commissioner of Streets and Sanitation, Room 707, City Hall, Chicago, Illinois, 60602, and notices to the Operator provided for in this Agreement may be sent by registered mail, postage prepaid, addressed to the Operator at: Sam D. Kaplan Auto Parks, 188 Randolph Tower, Chicago, Illinois, or in either case to such other respective parties and addresses as the parties hereto may designate in writing from time to time. Such notices shall be deemed to have been given when deposited in any United States Post Office.

### Article XXV.

*Construction of Agreement.*

It is agreed by and between the parties hereto that all general provisions, terms, phrases, and expressions shall be subject to rules of construction as will fully implement the true intent and meaning of the parties to this Agreement, including, but not limited to, the following:

A. Words importing the singular number may extend and be applied to several persons or things, and words importing the plural number may include the singular.

B. Words importing the masculine gender may be applied to the feminine gender and to impersonal legal entities.

C. The word "month" means a calendar month, and the word "year" means a calendar year, unless otherwise expressed.

### Article XXVI.

*City Council approval.*

This Agreement was authorized by the City Council of the City of Chicago, on the ............day of .................... A.D. 19........ Council Journal page........

In Witness Whereof, the parties hereto have caused this Agreement to be executed under their respective seals on the day and year first above written.

City of Chicago, a municipal corporation.
By: ........................................
Commissioner of Streets and Sanitation
By: ........................................
City Comptroller
Operator:
By: ........................................
Title
By: ........................................
Attest Title
(Corporate seal)
Approved:
..............................................
Independent Engineer
Approved as to form and legality, except as to property description and execution:
..............................................
Assistant Corporation Counsel

ACKNOWLEDGMENT BY PRINCIPAL IF AN INDIVIDUAL

State of Illinois }
} ss
County of Cook }

I, ........................................, a Notary Public in and for the County and State aforesaid, Do Hereby Certify that .................................................. who is personally known to me to be the same person whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial seal, this ............... day of .................................... A.D. 1969.

..............................................
Notary Public
My Commission Expires..........

SECTION 2. This ordinance shall be effective from and after the date of its passage.

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## Execution of Parking Facility Operator's Lease Agreement Authorized for Parking Facility No. 33.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on December 30, 1969, page 7344, recommending that the City Council pass a proposed ordinance transmitted with the committee's report [Proposed ordinance printed in Committee Pamphlet No. 19], to authorize execution of Parking Facility Operator's Lease Agreement for Parking Facility No. 33 for Year 1970.

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Singer, Fifielski, Kerwin, Wigoda, Sperling—39.

*Nays*—Aldermen Despres, Simon, Scholl, McCutcheon, Hoellen, O'Rourke—6.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Streets and Sanitation is hereby authorized and directed to execute on behalf of the City of Chicago, the City Comptroller to countersign, and the City Clerk to attest, upon approval of the Corporation Counsel as to form and legality, a Parking Facility Operator's Agreement between the City of Chicago and Sam D. Kaplan Auto Parks for Chicago Parking Facility No. 33 at No. 1531 W. Melrose Street. Said agreement is attached to this ordinance and made a part hereof, the same as if incorporated herein.

### City of Chicago
### Parking Facility
### Operator's Agreement

This Agreement, made this ...................... day of ........................., A.D. 19...., between the City of Chicago, a municipal corporation of the State of Illinois (sometimes hereinafter referred to as "City"), and Sam D. Kaplan d/b/a, Sam D. Kaplan Auto Parks (sometimes hereinafter referred to as "Operator").

This Agreement Witnesseth:

That for and in consideration of the mutual promises, covenants, terms and conditions, both general and special, as hereinafter set forth, the City hereby grants to the Operator the privileges hereinafter described and the Operator agrees to assume the duties, responsibilities, and obligations as hereinafter set forth, with respect to the premises and parking facility described as follows:

1531 West Melrose Street, Chicago, Illinois, known as City of Chicago Parking Facility No. 33.

This City of Chicago Parking Facility Operator's Agreement constitutes the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences shall be implied or impressed upon such Agreement that are not herein set forth.

The term of this Agreement shall be for the period of one (1) year beginning on the 1st day of January, 1970, and ending on the 31st day of December, 1970, unless said terms shall be sooner terminated as hereinafter provided.

### Article I.

*Definition of terms.*

A. "Bureau of Parking" means that agency of the City of Chicago, having management and control of the establishment, operation and maintenance of parking facilities.

B. "Commissioner" means the Commissioner of Streets and Sanitation of the City of Chicago, or any other official designated by the City Council to have administrative supervision over the Bureau of Parking.

C. "Operator" means any natural person, partnership, corporation, company or other legal entity who or which owns, controls, manages and directs the business of parking motor vehicles on public off-street parking lots, or in public off-street parking garages, or in other public off-street parking facilities.

### Article II.

*Assignment or transfer.*

The Operator shall not assign or transfer this Agreement nor any of the rights or privileges granted hereby, nor enter into any contract requiring or permitting the doing of any act hereunder by an independent contractor, unless otherwise expressly provided herein, without prior written approval signed by the Commissioner. If the Operator is a partnership or corporation or legal entity other than a natural person, and control of said entity changes at any time during the term hereof, the City may, at its option, deem and declare such change as a breach of this Agreement and take immediate possession of said premises and facility first hereinabove described. It is understood and agreed by and between the City and the Operator that nothing contained in this Agreement is intended or shall be construed as in any way creating or establishing the relationship of co-partners or joint venturers between the parties hereto.

### Article III.

*Present condition of premises.*

The Operator has examined the premises, facilities and appurtenances first hereinabove described, prior to and as a condition precedent to his acceptance and the execution of this Agreement, and is satisfied with the physical condition of said premises, and his taking possession shall constitute conclusive evidence of his receipt thereof in safe and sanitary condition, and in good order and repair, unless otherwise specified herein. The Operator agrees and admits that no representations as to condition or repair have been made by the City or its officers, employees or agents, which are not herein expressed or endorsed hereon, and that no promises to decorate, alter, repair or improve said premises, before, at or after the execution of this Agreement by the parties, not expressly contained herein, have been made by the City or its officers, employees or agents.

### Article IV.

*Future condition of premises.*

The Operator shall keep the premises, facility and appurtenances first hereinabove described in a safe, sanitary and sightly condition, and in good repair, and shall yield the same back to the City upon the termination of this Agreement in such condition and repair, ordinary wear and tear excepted. If said premises and facility shall not be so kept by the Operator, the City may enter the premises (without such entry constituting a termination of the privileges herein granted or an interference with the possession of or construction or other eviction from said premises and facility) and do all things necessary to restore said premises and facility to the condition herein required.

### Article V.

*Signs and advertising.*

The Operator shall not permit or place, post or cause to be placed or posted any sign, billboard, poster, advertising material or similar devices in view of the general public on, in or about the premises and facility without prior written approval signed by the Commissioner. Any such sign, billboard, poster, advertising material or similar devices not authorized by him may be removed by the City and all cost and expense resulting therefrom shall be charged to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses in addition to the rent and charges otherwise reserved in this Agreement. The City hereby reserves the right to erect and maintain such signs or billboards on the premises and facility, from time to time, as the Commissioner may deem advisable.

### Article VI.

*Alterations and additions.*

The Operator shall make no alterations or additions to the premises and facility first hereinabove described without the prior consent of the City as evidenced by approval in writing signed by the Commissioner. All alterations and additions shall remain as part of said premises and facility unless the City shall otherwise elect, as evidenced by prior approval in writing signed by the Commissioner. Said alterations and additions shall include, but are not limited to, locks, bolts and all fixtures.

### Article VII.

*Maintenance by Operator.*

The Operator agrees to maintain the premises and facility, advancing funds therefor, reimbursement being subject to all provisions of this Agreement, from day to day in good condition and repair and agrees to do all things necessary toward that end, particularly, but not limited to, the following:

A. Maintain all wheel stops and blocks.
B. Maintain and care for all planting.
C. Maintain all washrooms, toilets and rest rooms according to acceptable health standards.
D. Maintain the premises and facility in a clean, presentable condition, prevent accumulations of dirt, paper or trash of any kind upon the premises and facility.
E. Remove snow, ice and other obstructions from adjacent driveways and sidewalks. Said snow, ice and like debris to be removed shall not be placed upon the public ways or any portion thereof.
F. Make minor necessary repairs to plumbing, lighting and heating equipment. It is agreed by and between the parties that the Commissioner in his sole judgment shall determine whether a repair is minor or otherwise.
G. Advance payment for all utility services, including gas, heat, water and electricity, reimbursement being subject to all provisions of this Agreement.

Should the Operator fail to comply with any of the obligations listed above, the City may, after five (5) days notice to comply, in the event of non-compliance, enter upon said premises and take all steps necessary to insure compliance with the above obligations, in addition to other remedies set forth herein, charging the cost and expense of such entry and procedure to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses.

### Article VIII.

*Maintenance by City.*

The City agrees to maintain and pay for the following items of maintenance and equipment:

A. Maintain said facility in structural repair.
B. Make necessary major repairs to plumbing, lighting and heating.
C. Remove snow and ice, except from sidewalks and driveways.
D. Supply and maintain cash register.
E. Supply all parking tickets and other forms.
F. Supply and maintain pavement markings.
G. Supply electric light bulbs and replace said bulbs and fuses when necessary.
H. Maintain and replace all gates and barricades.
I. Maintain and keep in good working order the hoists, hoist equipment, lifts and elevators.
J. Maintain and keep in good working order all neon directional, informational, and advertising signs located in the interior or on the exterior of the facility.

### Article IX.

*Compliance with law; Liens.*

The Operator agrees to operate such facility as first hereinabove described in compliance at all times with this Agreement and all laws, statutes, ordinances and rules and regulations which are now in effect or which may be hereafter adopted, particularly, but not limited to, all rules and regulations of the Bureau of Parking, Department of Streets and Sanitation. The Operator agrees to keep premises, facility and appurtenances first hereinabove described free and clear of any and all liens in any way arising out of the Operator's use and maintenance thereof.

### Article X.

*Operation of facility.*

The Operator agrees to operate the facility subject to all provisions of this Agreement for the convenience of the public during the terms hereof and shall use and occupy the above premises solely for off-street parking of motor vehicles. The Operator shall use his best efforts to secure, maintain and develop the parking business conducted by him under the terms of this Agreement and to increase the same whenever and wherever possible, and shall refrain from and prevent the diversion of any such parking business from the facility whenever possible.

### Article XI.

*Hours of operation.*

The Operator agrees to operate the facility twenty-four (24) hours a day, seven (7) days a week, holidays included. The actual hours of operation will be determined by the Commissioner and may be changed from time to time at his sole discretion. Such change shall take effect within forty-eight (48) hours, Sundays and holidays excluded, after written notice thereof is received by the operator.

### Article XII.

*Vehicle parking.*

At no time shall the Operator remove or permit or cause to be removed from the premises and facility any vehicle placed thereon for parking purposes without the express consent of the owner or operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator enter or drive, or permit or cause to be entered or driven, any vehicle which has been placed upon the premises for the purpose of self-parking, without the express consent of the owner or operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator accept or cause to be accepted for parking any commercial vehicles, except with the prior written approval signed by the Commissioner. At no time shall the Operator permit or cause to be permitted the parking of any vehicle whatsoever on or in the premises and facility free of charge.

### Article XIII.

*Operator's employees.*

A. The Operator hereby agrees to select, employ and pay such personnel as may be required in the operation of the facility first hereinabove mentioned, unless otherwise specifically provided for in this Agreement. The Operator agrees further that in performing the covenants, promises and conditions under this Agreement, he shall not discriminate against any worker, employee or applicant, nor against any member of the public, on account of race, creed, color or national origin, nor otherwise commit an unfair employment practice.

B. The Operator agrees further to do or cause to be done the following:

1. To supervise, direct and manage the activities of his employees in such manner as to provide prompt, safe, efficient and courteous services as will be adequate to meet all reasonable demands for parking services on the premises and facility, and to provide a sufficient number of said employees as to enable such services to be provided at all times of the operation of said facility.
2. To cause and require all employees serving as attendants on the premises and facility to wear uniforms, caps and badges to be supplied by and at the expense of the Operator and to require said employees at all times to present a neat and clean appearance. The color and design of said uniforms, caps and badges shall be first approved in writing signed by the Commissioner.

## Article XIV.

*Insurance.*

A. The City, at the time or prior to the execution of this Agreement, agrees to furnish all the insurance required under this Agreement and this Article, to be paid from the revenues resulting from the operation of the facility first hereinabove described. All policies of insurance shall name the beneficiary as indicated below and shall be delivered to and held by the City Comptroller. Said insurance shall be placed only with such insurance companies as are approved from time to time by the City Comptroller.

B. Each such insurance policy as set forth in this Article shall contain a provision to the effect that said insurance cannot be cancelled unless the City Comptroller has been notified not less than thirty (30) days prior to the intended cancellation date.

C. In the event that any additional premiums or audits shall be required, the same shall be paid by the City of Chicago from the revenues resulting from the operation of said facility; any return premiums or audits shall be paid to the City of Chicago, for deposit into an appropriate revenue fund.

D. The insurance to be provided as set forth in this Article shall include the following coverages to be maintained during the life of this Agreement:

1. Workmen's Compensation and Occupational Disease Insurance in the names of the City and Operator as insured parties, covering all employees engaged in any work pursuant to this Agreement; liability coverage to be not less than $100,000.00.

2. Fire, Extended Coverage, Vandalism and Malicious Mischief, in the name of the City as the insured party, with not less than eighty (80) percent co-insurance on all buildings included in said Facility; liability coverage to be not less than $7,500.00

3. Not applicable to this contract.

4. Not applicable to this contract.

5. Garage Keeper's Legal Liability, Fire and Explosion, Theft of Automobile, and Combined Coverage, in the names of the City and Operator as insured parties, to include riot, civil commotion, vandalism and malicious mischief with a $25.00 deductible provision, and a $100.00 deductible provision for collision and upset.

6. Plate glass coverage, in the names of the City and Operator as insured parties, fully covering all plate glass of the facility.

7. Commercial Blanket Fidelity Bond, in the name of the Operator as the insured party, covering all employees; liability coverage to be not less than $25,000.00.

8. Broad Form Money and Securities Insurance, in the name of the Operator as the insured party, covering interior and exterior locations, if necessary, liability coverage to be not less than $2,000.00.

9. Comprehensive Public Liability and Property Damage Insurance, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries from any one accident; and $50,000.00 for property damage resulting from any one accident.

10. Owner's or Landlord's Protective Policy, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries resulting from any one accident; and $50,000.00 for property damage resulting from any one accident.

11. Not applicable to this contract.

## Article XV.

*Destruction of facilities.*

A. In the event the premises and facility or a part thereof shall become damaged or destroyed by fire, explosion, or other casualty, and if the Commissioner determines in his sole judgment that said damages can be repaired within a reasonable time, upon notification thereof, the Operator agrees to submit plans and specifications for approval by the Commissioner, which are necessary to restore the premises and facility to the condition which existed prior to said damage, and agrees to make all repairs according to said plans and specifications after approval by the Commissioner. Failure of the Operator to submit said plans and specifications to the Commissioner within ten (10) days after the casualty above described, or failure to commence said restoration work within five (5) days after the Operator has received the plans and specifications as approved by the Commissioner, or failure to complete such restoration work within a reasonable time, will constitute an abandonment by the Operator.

B. The cost of such repairs and restoration described in this Article shall be paid from the funds received by the City and Operator under insurance policies to the extent said costs are thereunder covered. Should any balance of costs remain which are not covered by said insurance policies, fifty (50) percent of said balance shall be paid by the City and fifty (50) percent shall be paid by the Operator.

C. Notwithstanding the foregoing provisions, in the event of a casualty described in Paragraph A of this Article, the Commissioner may elect, in his sole judgment, to consider said premises and facility beyond repair and refuse to permit the repair, reconstruction or restoration of said premises and facility, and upon written notice of said election from the Commissioner to the Operator within thirty (30) days from the date of said casualty, the obligation of the Operator to pay such rent and charges as are hereinafter reserved to the City shall cease and this Agreement shall thereupon terminate; provided, however, that all rents and charges theretofore accrued shall remain due and payable by the Operator forthwith.

### Article XVI.

*Indemnification.*

The Operator shall assume all risks incident to or in connection with his business to be conducted hereunder and shall be solely responsible for all accidents or injuries of whatsoever kind or nature as may be sustained by any persons or property and the Operator shall indemnify, defend and save harmless the City, its officers, agents and employees from any and all claims, suits, losses or damages arising from said accidents or injuries of whatsoever kind or nature, arising directly or indirectly out of the operation of said business, or resulting from the carelessness, negligence or improper conduct of the City, Operator or any of their officers, agents or employees. Said Operator shall also indemnify, defend and save harmless the City, its officers, agents and employees from any penalties for violation of any law, statute, ordinance or regulation affecting its operations.

### Article XVII.

*Operator's Performance Bond.*

The Operator shall deliver to the City at the time of or prior to the execution of this Agreement an approved Government Bond payable to bearer or the City of Chicago or, in lieu thereof, a Performance Bond approved by the City Comptroller and the Corporation Counsel in the amount of $1,000.00. Said bond shall be conditioned upon the full and faithful performance by the Operator of each and every covenant, promise, term, condition, undertaking and agreement set forth in this Agreement.

### Article XVIII.

*Parking Fees and charges.*

The Operator hereby agrees to charge for parking vehicles on the premises and facility first hereinabove described the following fees, rates and charges, during the term of this Agreement:

A. *Transient.*

| | |
|---|---|
| First half hour | $0.10 |
| Second half hour | $0.10 |
| Each hour thereafter | 0.10 |

B. *Monthly.*

| | |
|---|---|
| For each one-month period | $10.00 |

C. It is understood and agreed that parking fees, rates and charges may be changed by the Commissioner when authorized and directed to do so by the City Council of the City of Chicago and the Operator agrees to make such changes when directed to do so by the Commissioner. Fees, rates and charges shall be put into effect within forty-eight (48) hours after written notification thereof has been given to the Operator by the Commissioner and shall remain in effect until changed by the Commissioner as herein provided.

### Article XIX.

*License fees, taxes and charges; budget; and compensation.*

A. *License fees, taxes and charges.*

The Operator shall advance all license fees, taxes and charges assessed under local ordinances and State and Federal statutes to the extent that they are applicable to the operation of the Facility. The Operator shall also secure armored car service for the daily collection of revenue from the Facility and advance payment for such services, the selection of the armored car service to be approved in writing by the Commissioner prior to the use thereof by the Operator.

B. *Budget.*

All expenses incurred or to be incurred by the Operator in anticipation of the advancement of funds under this Agreement shall be set forth in a budget for approval by the Commissioner on a form prescribed by the Commissioner, which shall include, but shall not be limited to, license fees, taxes, charges, employee payrolls and like expenses. The budget herein provided for shall be submitted no later than thirty (30) days following the execution of this Agreement and shall be supplemented from time to time so as to reflect such changes or additions as may become necessary or as requested by the Commissioner. The Operator shall submit such detailed supporting data as the Commissioner may request. Each expense item for which reimbursement is being claimed shall be designated as a reimbursable item on said budget. No expense item shall be reimbursed to the Operator unless approved by the Commissioner and the Independent Engineer.

C. *Compensation to Operator.*

For full and faithful performance of the provisions contained in this Agreement the Operator of Facility No. 33 shall be paid for the period of this Agreement 10.0% of all gross revenue collected.

D. *Settlement and reimbursement.*

The Operator's total fee and expense reimbursement shall be computed, finalized and settled for the entire period of this Agreement, specifically on the basis of actual results of the operation of the facility for the period covered by this Agreement, as determined by an examination of the books and records of the Operator by the City after the termination of said period: provided, however, that the City shall make monthly payments of fees and reimbursable expenses, with quarterly adjustments, which shall substantially cover the Operator's earned fees and actual reimbursable expenses for each month under the following procedure:

(1) It is estimated that the Operator's yearly management fee for Facility No. 33 will be approximately $1,650.00 and that the Operator's annual reimbursable expense will be approximately $9,390.00 making the total annual payment to the Operator to be approximately $11,040.00. The operator shall receive a monthly reimbursement of one-twelfth of the total approximate yearly payment, or $920.00 on the tenth day of the following month for the first eleven months of the Agreement. The final settlement payment shall constitute the twelfth payment.

(2) At the end of the first three quarters of the period of this Agreement, the operator shall submit to the City quarterly expense statements reflecting actual expenses incurred within each said quarter by the Operator for said facility. At the end of each quarter the Commissioner shall review actual management fees earned and expenses incurred and if, in his sole judgment, the estimated monthly reimbursement does not correctly reflect actual operations, he may appropriately adjust the monthly reimbursement to reflect actual operating conditions.

(3) At the end of the fourth quarter of the period of this Agreement, the Operator shall submit to the City the fourth quarterly reimbursable expense statement reflecting actual expenses incurred within said quarter. This quarterly statement, when combined with the three previously submitted quarterly statements, shall be used as the

basis for computing the final settlement, subject to the aforementioned audit. Such audit shall be completed within 90 days after the expiration of this Agreement and final settlement shall be made within 120 days after the expiration of this Agreement.

In the event that parking rates for Facility No. 33 are increased and are to take effect at any time during the period of this Agreement, this Article XIX shall be subject to review, adjustment and renegotiation by and between the City and the Operator with respect to compensation, and supplemental agreement by and between said parties shall be drawn for the approval of the City Council and execution by the parties.

### Article XX.

*Collection of fees and charges.*

All parking fees and charges made and collected by the Operator and his employees under the terms of this Agreement shall be deposited daily with the armored car service referred to in Article XIX. B. hereof and said armored car service shall deposit said fees and charges for credit to such appropriate revenue account as shall be designated by the Commissioner, said procedure set forth in further detail in the Rules and Regulations promulgated by the Bureau of Parking. All such parking fees and charges shall be made pursuant to parking tickets supplied by the City, which shall be time stamped by the Operator and his employees in accordance with the Rules and Regulations hereinabove referred to, with the exception of monthly charges, otherwise provided for therein.

### Article XXI.

*Operator's records.*

The Operator shall keep accurate records, books and accounts in conformity with a system approved by the Commissioner and agrees to permit authorized personnel of the City to examine said records, books and accounts at any reasonable time as a matter of right.

### Article XXII.

*Vacation and abandonment of premises.*

A. If the Operator shall vacate, desert or abandon the premises and facility, or shall permit the same to remain vacated, deserted or abandoned for a period of ten (10) days, or if the Operator shall breach any covenant, promise or condition set forth in this Agreement, or if the Operator shall default in the payment of any rent or charges payable by him under this Agreement, or if the Operator shall sell, assign or mortgage this Agreement or any provision hereof, or if the Operator shall be in default with respect to his performance of any covenants, promises or conditions contained in this Agreement, or if the Operator shall fail to comply with any of the statutes, ordinances, rules, orders, regulations or requirements of the Federal, State and City government, or any and all of their departments and bureaus applicable or pertinent to said premises and facility, or in the event of the death or incapacity of the Operator, then the Operator's right to possession of the premises and facility thereupon shall cease and terminate, with or without any notice or demand whatsoever if the City so elects, but not otherwise. In such event or events hereinabove set forth, whether this Agreement shall be terminated or not, the Operator agrees to surrender to the City possession of the premises and facility immediately without notice to quit or demand for possession of the premises and facility whatsoever, and the Operator hereby grants to the City full and free license to enter into and upon said premises and facility, or any part thereof, to take possession thereof and expel and remove the Operator or any other person who may be occupying the premises and facility or any part thereof, without resort to courts for an order sanctioning such action, and the City may use force in expelling and removing the Operator and such other person as may be reasonably necessary to accomplish said purpose. It is agreed by the Operator that said entry of the premises and facility by the City shall not constitute a trespass or forcible entry or detainer, nor shall it cause forfeiture of charges due by virtue of the provisions of this Agreement, nor a waiver of any covenant, agreement or promise in this Agreement to be performed by the Operator.

B. The Operator hereby waives all notice of any election made by the City under this Agreement, demand for revenues or other charges reserved under this Agreement, notice to quit, demand for possession, and any and all notices and demands whatsoever, of every kind and nature, which may or shall be required by any statute of this State relating to forcible entry and detainer, or to landlord and tenant, or any other statute, or under the common law, during the term of this Agreement. The acceptance of any rents or charges reserved by the City under this Agreement, whether in a single instance or repeatedly, after they shall fall due, or after knowledge of any breach hereof by the Operator, or giving or making of any notice or demand, whether according to any statutory provisions or not, or any act or series of acts, except an express written waiver, shall not be construed as a waiver of the City's right to act without notice or demand or any other right hereby given the City, or as an election not to proceed under the provisions of this Agreement.

D. If the Operator shall file a petition in bankruptcy or shall be involuntarily placed in bankruptcy, or shall be adjudicated a bankrupt, or shall make an assignment for the benefit of creditors, or shall take advantage of any provisions in any statute or ordinance for the advantage of insolvent persons, the City may elect to terminate this Agreement and the term hereof and take immediate possession of the premises facility and appurtenances without notice.

E. In the event the City elects to terminate this Agreement because of a violation of any provisions of this Article, upon such termination the Operator shall compensate the City for any loss in revenue as may be sustained by reason of such termination and provision for such compensation shall be made a condition of the Performance Bond referred to in Article XVII of this Agreement.

F. It is further agreed by and between the parties that the rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

### Article XXIII.

*Costs, expenses and attorney's fees.*

The Operator agrees to pay and discharge all costs, expenses and attorney's fees which shall be incurred and expended by the City in enforcing the covenants, promises and conditions of this Agreement, whether by the institution of litigation or in taking of advice of counsel, or otherwise.

### Article XXIV.

*Notices.*

Notices to the City provided under this Agreement may be sent by registered mail, postage prepaid, addressed to the Commissioner of Streets and Sanitation, Room 707, City Hall, Chicago, Illinois, 60602, and notices to the Operator provided for in this Agreement may be sent by registered mail, postage prepaid, addressed to the Operator at: Sam D. Kaplan Auto Parks, 188 Randolph Tower, Chicago, Illinois or in either case to such other respective parties and addresses as the parties hereto may designate in writing from time to time. Such notices shall be deemed to have been given when deposited in any United States Post Office.

### Article XXV.

*Construction of Agreement.*

It is agreed by and between the parties hereto that all general provisions, terms, phrases, and expressions shall be subject to rules of construction as will fully implement the true intent and meaning of the parties to this Agreement, including, but not limited to, the following:

A. Words importing the singular number may extend and be applied to several persons or things, and words importing the plural number may include the singular.

B. Words importing the masculine gender may be applied to the feminine gender and to impersonal legal entities.

C. The word "month" means a calendar month, and the word "year" means a calendar year, unless otherwise expressed.

### Article XXVI.

*City Council approval.*

This Agreement was authorized by the City Council of the City of Chicago, on the ............day of .................... A.D. 19........ Council Journal page........

In Witness Whereof, the parties hereto have caused this Agreement to be executed under their respective seals on the day and year first above written.

City of Chicago, a municipal corporation.
By: ..........................................
Commissioner of Streets and Sanitation
By: ..........................................
City Comptroller
Operator:
By: ..........................................
Title
By: ..........................................
Attest Title
(Corporate seal)
Approved:
..................................................
Independent Engineer
Approved as to form and legality, except as to property description and execution:
..................................................
Assistant Corporation Counsel

ACKNOWLEDGMENT BY PRINCIPAL IF AN INDIVIDUAL

State of Illinois }
} ss
County of Cook }

I, .........................................., a Notary Public in and for the County and State aforesaid, Do Hereby Certify that .................................................... who is personally known to me to be the same person whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial seal, this ............... day of ...................................... A.D. 1969.

..................................................
Notary Public
My Commission Expires..........

SECTION 2. This ordinance shall be effective from and after the date of its passage.

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## Execution of Parking Facility Operator's Lease Agreement Authorized for Parking Facility No. 34.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on December 30, 1969, page 7344, recommending that the City Council pass a proposed ordinance transmitted with the committee's report [Proposed ordinance printed in Committee Pamphlet No. 19], to authorize execution of Parking Facility Operator's Lease Agreement for Parking Facility No. 34 for Year 1970.

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Singer, Fifielski, Kerwin, Wigoda, Sperling—39.

*Nays*—Aldermen Despres, Simon, Scholl, McCutcheon, Hoellen, O'Rourke—6.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Streets and Sanitation is hereby authorized and directed to execute on behalf of the City of Chicago, the City Comptroller to countersign, and the City Clerk to attest, upon approval of the Corporation Counsel as to form and legality, a Parking Facility Operator's Agreement between the City of Chicago and Safeway Parking Company for Chicago Parking Facility No. 34 at No. 17 E. 112th Place. Said agreement is attached to this ordinance and made a part hereof, the same as if incorporated herein.

### CITY OF CHICAGO
### PARKING FACILITY
### OPERATOR'S AGREEMENT

This Agreement, made this ........................day of ..........................., A.D. 19...., between the City of Chicago, a municipal corporation of the State of Illinois (sometimes hereinafter referred to as "City"), and Ralph E. Albrecht d/b/a, Safeway Parking Company (sometimes hereinafter referred to as "Operator").

This Agreement Witnesseth:

That for and in consideration of the mutual promises, convenants, terms and conditions, both general and special, as hereinafter set forth, the City hereby grants to the Operator the privileges hereinafter described and the Operator agrees to assume the duties, responsibilities, and obligations as hereinafter set forth, with respect to the premises and parking facility described as follows:

17 East 112th Place, Chicago, Illinois, known as City of Chicago Parking Facility No. 34.

This City of Chicago Parking Facility Operator's Agreement constitutes the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences shall be implied or impressed upon such Agreement that are not herein set forth.

The term of this Agreement shall be for the period of one (1) year beginning on the 1st day of January, 1970, and ending on the 31st day of December, 1970, unless said terms shall be sooner terminated as hereinafter provided.

### Article I.

*Definition of terms.*

A. "Bureau of Parking" means that agency of the City of Chicago, having management and control of the establishment, operation and maintenance of parking facilities.

B. "Commissioner" means the Commissioner of Streets and Sanitation of the City of Chicago, or any other official designated by the City Council to have administrative supervision over the Bureau of Parking.

C. "Operator" means any natural person, partnership, corporation, company or other legal entity who or which owns, controls, manages and directs the business of parking motor vehicles on public off-street parking lots, or in public off-street parking garages, or in other public off-street parking facilities.

### Article II.

*Assignment or transfer.*

The Operator shall not assign or transfer this Agreement nor any of the rights or privileges granted hereby, nor enter into any contract requiring or permitting the doing of any act hereunder by an independent contractor, unless otherwise expressly provided herein, without prior written approval signed by the Commissioner. If the Operator is a partnership or corporation or legal entity other than a natural person, and control of said entity changes at any time during the term hereof, the City may, at its option, deem and declare such change as a breach of this Agreement and take immediate possession of said premises and facility first hereinabove described. It is understood and agreed by and between the City and the Operator that nothing contained in this Agreement is intended or shall be construed as in any way creating or establishing the relationship of co-partners or joint venturers between the parties hereto.

### Article III.

*Present condition of premises.*

The Operator has examined the premises, facilities and appurtenances first hereinabove described, prior to and as a condition precedent to his acceptance and the execution of this Agreement, and is satisfied with the physical condition of said premises, and his taking possession shall constitute conclusive evidence of his receipt thereof in safe and sanitary condition, and in good order and repair, unless otherwise specified herein. The Operator agrees and admits that no representations as to condition or repair have been made by the City or its officers, employees or agents, which are not herein expressed or endorsed hereon, and that no promises to decorate, alter, repair or improve said premises, before, at or after the execution of this Agreement by the parties, not expressly contained herein, have been made by the City or its officers, employees or agents.

### Article IV.

*Future condition of premises.*

The Operator shall keep the premises, facility and appurtenances first hereinabove described in a safe, sanitary and sightly condition, and in good repair, and shall yield the same back to the City upon the termination of this Agreement in such condition and repair, ordinary wear and tear excepted. If said premises and facility shall not be so kept by the Operator, the City may enter the premises (without such entry constituting a termination of the privileges herein granted or an interference with the possession of or construction or other eviction from said premises and facility) and do all things necessary to restore said premises and facility to the condition herein required.

### Article V.

*Signs and advertising.*

The Operator shall not permit or place, post or cause to be placed or posted any sign, billboard, poster, advertising material or similar devices in view of the general public on, in or about the premises and facility without prior written approval signed by the Commissioner. Any such sign, billboard, poster, advertising material or similar devices not authorized by him may be removed by the City and all cost and expense resulting therefrom shall be charged to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses in addition to the rent and charges otherwise reserved in this Agreement. The City hereby reserves the right to erect and maintain such signs or billboards on the premises and facility, from time to time, as the Commissioner may deem advisable.

### Article VI.

*Alterations and additions.*

The Operator shall make no alterations or additions to the premises and facility first hereinabove described without the prior consent of the City as evidenced by approval in writing signed by the Commissioner. All alterations and additions shall remain as part of said premises and facility unless the City shall otherwise elect, as evidenced by prior approval in writing signed by the Commissioner. Said alterations and additions shall include, but are not limited to, locks, bolts and all fixtures.

### Article VII.

*Maintenance by Operator.*

The Operator agrees to maintain the premises and facility, advancing funds therefor, reimbursement being subject to all provisions of this Agreement, from day to day in good condition and repair and agrees to do all things necessary toward that end, particularly, but not limited to, the following:

A. Maintain all wheel stops and blocks.

B. Maintain and care for all planting.

C. Maintain all washrooms, toilets and rest rooms according to acceptable health standards.

D. Maintain the premises and facility in a clean, presentable condition, prevent accumulations of dirt, paper or trash of any kind upon the premises and facility.

E. Remove snow, ice and other obstructions from adjacent driveways and sidewalks. Said snow, ice and like debris to be removed shall not be placed upon the public ways or any portion thereof.

F. Make minor necessary repairs to plumbing, lighting and heating equipment. It is agreed by and between the parties that the Commissioner in his sole judgment shall determine whether a repair is minor or otherwise.

G. Advance payment for all utility services, including gas, heat, water and electricity, reimbursement being subject to all provisions of this Agreement.

Should the Operator fail to comply with any of the obligations listed above, the City may, after five (5) days notice to comply, in the event of non-compliance, enter upon said premises and take all steps necessary to insure compliance with the above obligations, in addition to other remedies set forth herein, charging the cost and expense of such entry and procedure to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses.

### Article VIII.

*Maintenance by City.*

The City agrees to maintain and pay for the following items of maintenance and equipment:

A. Maintain said facility in structural repair.

B. Make necessary major repairs to plumbing, lighting and heating.

C. Remove snow and ice, except from sidewalks and driveways.

D. Supply and maintain cash register.

E. Supply all parking tickets and other forms.

F. Supply and maintain pavement markings.

G. Supply electric light bulbs and replace said bulbs and fuses when necessary.

H. Maintain and replace all gates and barricades.

I. Maintain and keep in good working order the hoists, hoist equipment, lifts and elevators.

J. Maintain and keep in good working order all neon directional, informational, and advertising signs located in the interior or on the exterior of the facility.

### Article IX.

*Compliance with law; Liens.*

The Operator agrees to operate such facility as first hereinabove described in compliance at all times with this Agreement and all laws, statutes, ordinances and rules and regulations which are now in effect or which may be hereafter adopted, particularly, but not limited to, all rules and regulations of the Bureau of Parking, Department of Streets and Sanitation. The Operator agrees to keep premises, facility and appurtenances first hereinabove described free and clear of any and all liens in any way arising out of the Operator's use and maintenance thereof.

### Article X.

*Operation of facility.*

The Operator agrees to operate the facility subject to all provisions of this Agreement for the convenience of the public during the terms hereof and shall use and occupy the above premises solely for off-street parking of motor vehicles. The Operator shall use his best efforts to secure, maintain and develop the parking business conducted by him under the terms of this Agreement and to increase the same whenever and wherever possible, and shall refrain from and prevent the diversion of any such parking business from the facility whenever possible.

### Article XI.

*Hours of operation.*

The Operator agrees to operate the facility twenty-four (24) hours a day, seven (7) days a week, holidays included. The actual hours of operation will be determined by the Commissioner and may be changed from time to time at his sole discretion. Such change shall take effect within forty-eight (48) hours, Sundays and holidays excluded, after written notice thereof is received by the operator.

### Article XII.

*Vehicle parking.*

At no time shall the Operator remove or permit or cause to be removed from the premises and facility any vehicle placed thereon for parking purposes without the express consent of the owner or operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator enter or drive, or permit or cause to be entered or driven, any vehicle which has been placed upon the premises for the purpose of self-parking, without the express consent of the owner or operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator accept or cause to be accepted for parking any commercial vehicles, except with the prior written approval signed by the Commissioner. At no time shall the Operator permit or cause to be permitted the parking of any vehicle whatsoever on or in the premises and facility free of charge.

### Article XIII.

*Operator's employees.*

A. The Operator hereby agrees to select, employ and pay such personnel as may be required in the operation of the facility first hereinabove mentioned, unless otherwise specifically provided for in this Agreement. The Operator agrees further that in performing the covenants, promises and conditions under this Agreement, he shall not discriminate against any worker, employee or applicant, nor against any member of the public, on account of race, creed, color or national origin, nor otherwise commit an unfair employment practice.

B. The Operator agrees further to do or cause to be done the following:

1. To supervise, direct and manage the activities of his employees in such manner as to provide prompt, safe, efficient and courteous services as will be adequate to meet all reasonable demands for parking services on the premises and facility, and to provide a sufficient number of said employees as to enable such services to be provided at all times of the operation of said facility.
2. To cause and require all employees serving as attendants on the premises and facility to wear uniforms, caps and badges to be supplied by and at the expense of the Operator and to require said employees at all times to present a neat and clean appearance. The color and design of said uniforms, caps and badges shall be first approved in writing signed by the Commissioner.

### Article XIV.

*Insurance.*

A. The City, at the time or prior to the execution of this Agreement, agrees to furnish all the insurance required under this Agreement and this Article, to be paid from the revenues resulting from the operation of the facility first hereinabove described. All policies of insurance shall name the beneficiary as indicated below and shall be delivered to and held by the City Comptroller. Said insurance shall be placed only with such insurance companies as are approved from time to time by the City Comptroller.

B. Each such insurance policy as set forth in this Article shall contain a provision to the effect that said insurance cannot be cancelled unless the City Comptroller has been notified not less than thirty (30) days prior to the intended cancellation date.

C. In the event that any additional premiums or audits shall be required, the same shall be paid by the City of Chicago from the revenues resulting from the operation of said facility; any return premiums or audits shall be paid to the City of Chicago, for deposit into an appropriate revenue fund.

D. The insurance to be provided as set forth in this Article shall include the following coverages to be maintained during the life of this Agreement:

1. Workmen's Compensation and Occupational Disease Insurance in the names of the City and engaged in any work pursuant to this Agreement; Operator as insured parties, covering all employees engaged in any work pursuant to this Agreement; liability coverage to be not less than $100,000.00.

2. Not applicable to this contract.

3. Not applicable to this contract.

4. Not applicable to this contract.

5. Garage Keeper's Legal Liability, Fire and Explosion, Theft of Automobile, and Combined Coverage, in the names of the City and Operator as insured parties, to include riot, civil commotion, vandalism and malicious mischief with a $25.00 deductible provision, and a $100.00 deductible provision for collision and upset.

6. Plate glass coverage, in the names of the City and Operator as insured parties, fully covering all plate glass of the facility.

7. Commercial Blanket Fidelity Bond, in the name of the Operator as the insured party, covering all employees; liability coverage to be not less than $25,000.00.

8. Not applicable to this contract.

9. Comprehensive Public Liability and Property Damage Insurance, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries from any one accident; and $50,000.00 for property damage resulting from any one accident.

10. Owner's or Landlord's Protective Policy, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries resulting from any one accident; and $50,000.00 for property damage resulting from any one accident.

11. Not applicable to this contract.

### Article XV.

*Destruction of facilities.*

A. In the event the premises and facility or a part thereof shall become damaged or destroyed by fire, explosion, or other casualty, and if the Commissioner determines in his sole judgment that said damages can be repaired within a reasonable time, upon notification thereof, the Operator agrees to submit plans and specifications for approval by the Commissioner, which are necessary to restore the premises and facility to the condition which existed prior to said damage, and agrees to make all repairs according to said plans and specifications after approval by the Commissioner. Failure of the Operator to submit said plans and specifications to the Commissioner within ten (10) days after the casualty above described, or failure to commence said restoration work within five (5) days after the Operator has received the plans and specifications as approved by the Commissioner, or failure to complete such restoration work within a reasonable time, will constitute an abandonment by the Operator.

B. The cost of such repairs and restoration described in this Article shall be paid from the funds received by the City and Operator under insurance policies to the extent said costs are thereunder covered. Should any balance of costs remain which are not covered by said insurance policies, fifty (50) percent of said balance shall be paid by the City and fifty (50) percent shall be paid by the Operator.

C. Notwithstanding the foregoing provisions, in the event of a casualty described in Paragraph A of this Article, the Commissioner may elect, in his sole judgment, to consider said premises and facility beyond repair and refuse to permit the repair, reconstruction or restoration of said premises and facility, and upon written notice of said election from the Commissioner to the Operator within thirty (30) days from the date of said casualty, the obligation of the operator to pay such rent and charges as are hereinafter reserved to the City shall cease and this Agreement shall thereupon terminate; provided, however, that all rents and charges theretofore accrued shall remain due and payable by the Operator forthwith.

### Article XVI.

*Indemnification.*

The Operator shall assume all risks incident to or in connection with his business to be conducted hereunder and shall be solely responsible for all accidents or injuries of whatsoever kind or nature as may be sustained by any persons or property and the Operator shall indemnify, defend and save harmless the City, its officers, agents and employees from any and all claims, suits, losses or damages arising from said accidents or injuries of whatsoever kind or nature, arising directly or indirectly out of the operation of said business, or resulting from the carelessness, negligence or improper conduct of the City, Operator or any of their officers, agents or employees. Said Operator shall also indemnify, defend and save harmless the City, its officers, agents and employees from any penalties for violation of any law, statute, ordinance or regulation affecting its operations.

### Article XVII.

*Operator's Performance Bond.*

The Operator shall deliver to the City at the time of or prior to the execution of this Agreement an approved Government Bond payable to bearer or the City of Chicago or, in lieu thereof, a Performance Bond approved by the City Comptroller and the Corporation Counsel in the amount of $1,000.00. Said bond shall be conditioned upon the full and faithful performance by the Operator of each and every covenant, promise, term, condition, undertaking and agreement set forth in this Agreement.

### Article XVIII.

*Parking fees and charges.*

The Operator hereby agrees to charge for parking vehicles on the premises and facility first hereinabove described the following fees, rates and charges, during the term of this Agreement:

A. *Transient.*

| | |
|---|---|
| First twenty minutes | $ 0.05 |
| Second twenty minutes | 0.05 |
| Third twenty minutes | 0.05 |
| Second hour | 0.10 |
| Each hour thereafter | 0.15 |

B. *Monthly.*

| | |
|---|---|
| For each one-month period | $10.00 |
| Special group rate, per month | 5.00 |

C. It is understood and agreed that parking fees, rates and charges may be changed by the Commissioner when authorized and directed to do so by the City Council of the City of Chicago and the Operator agrees to make such changes when directed to do so by the Commissioner. Fees, rates and charges shall be put into effect within forty-eight (48) hours after written notification thereof has been given to the Operator by the Commissioner and shall remain in effect until changed by the Commissioner as herein provided.

### Article XIX.

*License fees, taxes and charges: budget: and compensation.*

A. *License fees, taxes and charges.*

The Operator shall advance all license fees, taxes and charges assessed under local ordinances and State and Federal statutes to the extent that they are applicable to the operation of the Facility. The Operator shall also secure armored car service for the daily collection of revenue from the Facility and advance payment for such services, the selection of the armored car service to be approved in writing by the Commissioner prior to the use thereof by the Operator.

B. *Budget.*

All expenses incurred or to be incurred by the Operator in anticipation of the advancement of funds under this Agreement shall be set forth in a budget for approval by the Commissioner on a form prescribed by the Commissioner, which shall include, but shall not be limited to, license fees, taxes, charges, employee payrolls and like expenses. The budget herein provided for shall be submitted no later than thirty (30) days following the execution of this Agreement and shall be supplemented from time to time so as to reflect such changes or additions as may become necessary or as requested by the Commissioner. The Operator shall submit such detailed supporting data as the Commissioner may request. Each expense item for which reimbursement is being claimed shall be designated as a reimbursable item on said budget. No expense item shall be reimbursed to the Operator unless approved by the Commissioner and the Independent Engineer.

C. *Compensation to Operator.*

For full and faithful performance of the provisions contained in this Agreement the Operator of Facility No. 34 shall be paid for the period of this Agreement 10.0% of all gross revenue collected.

D. *Settlement and reimbursement.*

The Operator's total fee and expense reimbursement shall be computed, finalized and settled for the entire period of this Agreement, specifically on the basis of actual results of the operation of the facility for the period covered by this Agreement, as determined by an examination of the books and records of the Operator by the City after the termination of said period: provided, however, that the City shall make monthly payments of fees and reimbursable expenses, with quarterly adjustments, which shall substantially cover the Operator's earned fees and actual reimbursable expenses for each month under the following procedure:

(1) It is estimated that the Operator's yearly management fee for Facility No. 34 will be approximately $1,350.00 and that the Operator's annual reimbursable expense will be approximately $2,670.00 making the total annual payment to the Operator to be approximately $4,020.00. The Operator shall receive a monthly reimbursement of one-twelfth of the total approximate yearly payment, or $335.00 on the tenth day of the following month for the first eleven months of the Agreement. The final settlement payment shall constitute the twelfth payment.

(2) At the end of the first three quarters of the the period of this Agreement, the Operator shall submit to the City quarterly expense statements reflecting actual expenses incurred within each said quarter by the Operator for said facility. At the end of each quarter the Commissioner shall review actual management fees earned and expenses incurred and if, in his sole judgment, the estimated monthly reimbursement does not correctly reflect actual operations, he may appropriately adjust the monthly reimbursement to reflect actual operating conditions.

(3) At the end of the fourth quarter of the period of this Agreement, the Operator shall submit to the City the fourth quarterly reimbursable expense statement reflecting actual expenses incurred within said quarter. This quarterly statement, when combined with the three previously submitted quarterly statements, shall be used as the basis for computing the final settlement, subject to the aforementioned audit. Such audit shall be completed within 90 days after the expiration of this Agreement and final settlement shall be made within 120 days after the expiration of this Agreement.

In the event that parking rates for Facility No. 34 are increased and are to take effect at any time during the period of this Agreement, this Article XIX shall be subject to review, adjustment and renegotiation by and between the City and the Operator with respect to compensation, and supplemental agreement by and between said parties shall be drawn for the approval of the City Council and execution by the parties.

### Article XX.

*Collection of fees and charges.*

All parking fees and charges made and collected by the Operator and his employees under the terms of this Agreement shall be deposited daily with the armored car service referred to in Article XIX. B. hereof and said armored car service shall deposit said fees and charges for credit to such appropriate revenue account as shall be designated by the Commissioner, said procedure set forth in further detail in the Rules and Regulations promulgated by the Bureau of Parking. All such parking fees and charges shall be made pursuant to parking tickets supplied by the City, which shall be time stamped by the Operator and his employees in accordance with the Rules and Regulations hereinabove referred to, with the exception of monthly charges, otherwise provided for therein.

### Article XXI.

*Operator's records.*

The Operator shall keep accurate records, books and accounts in conformity with a system approved by the Commissioner and agrees to permit authorized personnel of the City to examine said records, books and accounts at any reasonable time as a matter of right.

### Article XXII.

*Vacation and abandonment of premises.*

A. If the Operator shall vacate, desert or abandon the premises and facility, or shall permit the same to remain vacated, deserted or abandoned for a period of ten (10) days, or if the Operator shall breach any covenant, promise or condition set forth in this Agreement, or if the Operator shall default in the payment of any rent or charges payable by him under this Agreement, or if the Operator shall sell, assign or mortgage this Agreement or any provision hereof, or if the Operator shall be in default with respect to his performance of any covenants, promises or conditions contained in this Agreement, or if the Operator shall fail to comply with any of the statutes, ordinances, rules, orders, regulations or requirements of the Federal, State and City government, or any and all of their departments and bureaus applicable or pertinent to said premises and facility, or in the event of the death or incapacity of the Operator, then the Operator's right to possession of the premises and facility thereupon shall cease and terminate, with or without any notice or demand whatsoever if the City so elects, but not otherwise. In such event or events hereinabove set forth, whether this Agreement shall be terminated or not, the Operator agrees to surrender to the City possession of the premises and facility immediately without notice to quit or demand for possession of the premises and facility whatsoever, and the Operator hereby grants to the City full and free license to enter into and upon said premises and facility, or any part thereof, to take possession thereof and expel and remove the Operator or any other person who may be occupying the premises and facility or any part thereof, without resort to courts for an order sanctioning such action, and the City may use force in expelling and removing the Operator and such other person as may be reasonably necessary to accomplish said purpose. It is agreed by the Operator that said entry of the premises and facility by the City shall not constitute a trespass or forcible entry or detainer, nor shall it cause forfeiture of charges due by virtue of the provisions of this Agreement, nor a waiver of any covenant, agreement or promise in this Agreement to be performed by the Operator.

B. The Operator hereby waives all notice of any election made by the City under this Agreement, demand for revenues or other charges reserved under this Agreement, notice to quit, demand for possession, and any and all notices and demands whatsoever, of every kind and nature, which may or shall be required by any statute of this State relating to forcible entry and detainer, or to landlord and tenant, or any other statute, or under the common law, during the term of this Agreement. The acceptance of any rents or charges reserved by the City under this Agreement, whether in a single instance or repeatedly, after they shall fall due, or after knowledge of any breach hereof by the Operator, or giving or making of any notice or demand, whether according to any statutory provisions or not, or any act or series of acts, except an express written waiver, shall not be construed as a waiver of the City's right to act without notice or demand or any other right hereby given the City, or as an election not to proceed under the provisions of this Agreement.

D. If the Operator shall file a petition in bankruptcy or shall be involuntarily placed in bankruptcy, or shall be adjudicated a bankrupt, or shall make an assignment for the benefit of creditors, or shall take advantage of any provisions in any statute or ordinance for the advantage of insolvent persons, the City may elect to terminate this Agreement and the term hereof and take immediate possession of the premises facility and appurtenances without notice.

E. In the event the City elects to terminate this Agreement because of a violation of any provisions of this Article, upon such termination the Operator shall compensate the City for any loss in revenue as may be sustained by reason of such termination and provision for such compensation shall be made a condition of the Performance Bond referred to in Article XVII of this Agreement.

F. It is further agreed by and between the parties that the rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

### Article XXIII.

*Costs, expenses and attorney's fees.*

The Operator agrees to pay and discharge all costs, expenses and attorney's fees which shall be incurred and expended by the City in enforcing the covenants, promises and conditions of this Agreement, whether by the institution of litigation or in taking of advice of counsel, or otherwise.

### Article XXIV.

*Notices.*

Notices to the City provided under this Agreement may be sent by registered mail, postage prepaid, addressed to the Commissioner of Streets and Sanitation, Room 707, City Hall, Chicago, Illinois, 60602, and notices to the Operator provided for in this Agreement may be sent by registered mail, postage prepaid, addressed to the Operator at: Safeway Parking Company, 4014 North LaPorte Avenue, Chicago, Illinois 60641, or in either case to such other respective parties and addresses as the parties hereto may designate in writing from time to time. Such notices shall be deemed to have given when deposited in any United States Post Office.

### Article XXV.

*Construction of Agreement.*

It is agreed by and between the parties hereto that all general provisions, terms, phrases, and expressions shall be subject to rules of construction as will fully implement the true intent and meaning of the parties to this Agreement, including, but not limited to, the following:

A. Words importing the singular number may extend and be applied to several persons or things, and words importing the plural number may include the singular.

B. Words importing the masculine gender may be applied to the feminine gender and to impersonal legal entities.

C. The word "month" means a calendar month, and the word "year" means a calendar year, unless otherwise expressed.

### Article XXVI.

*City Council approval.*

This Agreement was authorized by the City Council of the City of Chicago, on the ............day of .................... A.D. 19........ Council Journal page........

In Witness Whereof, the parties hereto have caused this Agreement to be executed under their respective seals on the day and year first above written.

City of Chicago, a municipal corporation.
By: ..........................................
Commissioner of Streets and Sanitation
By: ..........................................
City Comptroller
Operator:
By: ..........................................
Title
By: ..........................................
Attest Title
(Corporate seal)
Approved:
..............................................
Independent Engineer
Approved as to form and legality, except as to property description and execution:
..............................................
Assistant Corporation Counsel

ACKNOWLEDGMENT BY PRINCIPAL IF AN INDIVIDUAL

State of Illinois }
} ss
County of Cook }

I, .........................................., a Notary Public in and for the County and State aforesaid, Do Hereby Certify that ..................................................... who is personally known to me to be the same person whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial seal, this ................ day of ....................................... A.D. 1969.

..............................................
Notary Public
My Commission Expires..........

SECTION 2. This ordinance shall be effective from and after the date of its passage.

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## Execution of Parking Facility Operator's Lease Agreement Authorized for Parking Facility No. 35.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on December 30, 1969, page 7344, recommending that the City Council pass a proposed ordinance transmitted with the committee's report [Proposed ordinance printed in Committee Pamphlet No. 19], to authorize execution of Parking Facility Operator's Lease Agreement for Parking Facility No. 35 for Year 1970.

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Singer, Fifielski, Kerwin, Wigoda, Sperling—39.

*Nays*—Aldermen Despres, Simon, Scholl, McCutcheon, Hoellen, O'Rourke—6.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Streets and Sanitation is hereby authorized and directed to execute on behalf of the City of Chicago, the City Comptroller to countersign, and the City Clerk to attest, upon approval of the Corporation Counsel as to form and legality, a Parking Facility Operator's Agreement between the City of Chicago and Safeway Parking Company for Chicago Parking Facility No. 35 at No. 29 E. 112th Street. Said agreement is attached to this ordinance and made a part hereof, the same as if incorporated herein.

CITY OF CHICAGO
PARKING FACILITY
OPERATOR'S AGREEMENT

This Agreement, made this ........................ day of ..........................., A.D. 19...., between the City of Chicago, a municipal corporation of the State of Illinois (sometimes hereinafter referred to as "City"), and Ralph E. Albrecht d/b/a, Safeway Parking Company (sometimes hereinafter referred to as "Operator").

This Agreement Witnesseth:

That for and in consideration of the mutual promises, covenants, terms and conditions, both general and special, as hereinafter set forth, the City hereby grants to the Operator the privileges hereinafter described and the Operator agrees to assume the duties, responsibilities, and obligations as hereinafter set forth, with respect to the premises and parking facility described as follows:

29 East 112th Street, Chicago, Illinois, known as City of Chicago Parking Facility No. 35.

This City of Chicago Parking Facility Operator's Agreement constitutes the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences shall be implied or impressed upon such Agreement that are not herein set forth.

The term of this Agreement shall be for the period of one (1) year beginning on the 1st day of January, 1970, and ending on the 31st day of December, 1970, unless said terms shall be sooner terminated as hereinafter provided.

### Article I.

*Definition of terms.*

A. "Bureau of Parking" means that agency of the City of Chicago, having management and control of the establishment, operation and maintenance of parking facilities.

B. "Commissioner" means the Commissioner of Streets and Sanitation of the City of Chicago, or any other official designated by the City Council to have administrative supervision over the Bureau of Parking.

C. "Operator" means any natural person, partnership, corporation, company or other legal entity who or which owns, controls, manages and directs the business of parking motor vehicles on public off-street parking lots, or in public off-street parking garages, or in other public off-street parking facilities.

### Article II.

*Assignment or transfer.*

The Operator shall not assign or transfer this Agreement nor any of the rights or privileges granted hereby, nor enter into any contract requiring or permitting the doing of any act hereunder by an independent contractor, unless otherwise expressly provided herein, without prior written approval signed by the Commissioner. If the Operator is a partnership or corporation or legal entity other than a natural person, and control of said entity changes at any time during the term hereof, the City may, at its option, deem and declare such change as a breach of this Agreement and take immediate possession of said premises and facility first hereinabove described. It is understood and agreed by and between the City and the Operator that nothing contained in this Agreement is intended or shall be construed as in any way creating or establishing the relationship of co-partners or joint venturers between the parties hereto.

### Article III.

*Present condition of premises.*

The Operator has examined the premises, facilities and appurtenances first hereinabove described, prior to and as a condition precedent to his acceptance and the execution of this Agreement, and is satisfied with the physical condition of said premises, and his taking possession shall constitute conclusive evidence of his receipt thereof in safe and sanitary condition, and in good order and repair, unless otherwise specified herein. The Operator agrees and admits that no representations as to condition or repair have been made by the City or its officers, employees or agents, which are not herein expressed or endorsed hereon, and that no promises to decorate, alter, repair or improve said premises, before, at or after the execution of this Agreement by the parties, not expressly contained herein, have been made by the City or its officers, employees or agents.

### Article IV.

*Future condition of premises.*

The Operator shall keep the premises, facility and appurtenances first hereinabove described in a safe, sanitary and sightly condition, and in good repair, and shall yield the same back to the City upon the termination of this Agreement in such condition and repair, ordinary wear and tear excepted. If said premises and facility shall not be so kept by the Operator, the City may enter the premises (without such entry constituting a termination of the privileges herein granted or an interference with the possession of or construction or other eviction from said premises and facility) and do all things necessary to restore said premises and facility to the condition herein required.

### Article V.

*Signs and advertising.*

The Operator shall not permit or place, post or cause to be placed or posted any sign, billboard, poster, advertising material or similar devices in view of the general public on, in or about the premises and facility without prior written approval signed by the Commissioner. Any such sign, billboard, poster, advertising material or similar devices not authorized by him may be removed by the City and all cost and expense resulting therefrom shall be charged to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses in addition to the rent and charges otherwise reserved in this Agreement. The City hereby reserves the right to erect and maintain such signs or billboards on the premises and facility, from time to time, as the Commissioner may deem advisable.

### Article VI.

*Alterations and additions.*

The Operator shall make no alterations or additions to the premises and facility first hereinabove described without the prior consent of the City as evidenced by approval in writing signed by the Commissioner. All alterations and additions shall remain as part of said premises and facility unless the City shall otherwise elect, as evidenced by prior approval in writing signed by the Commissioner. Said alterations and additions shall include, but are not limited to, locks, bolts and all fixtures.

### Article VII.

*Maintenance by Operator.*

The Operator agrees to maintain the premises and facility, advancing funds therefor, reimbursement being subject to all provisions of this Agreement, from day to day in good condition and repair and agrees to do all things necessary toward that end, particularly, but not limited to, the following:

A. Maintain all wheel stops and blocks.

B. Maintain and care for all planting.

C. Maintain all washrooms, toilets and rest rooms according to acceptable health standards.

D. Maintain the premises and facility in a clean, presentable condition, prevent accumulations of dirt, paper or trash of any kind upon the premises and facility.

E. Remove snow, ice and other obstructions from adjacent driveways and sidewalks. Said snow, ice and like debris to be removed shall not be placed upon the public ways or any portion thereof.

F. Make minor necessary repairs to plumbing, lighting and heating equipment. It is agreed by and between the parties that the Commissioner in his sole judgment shall determine whether a repair is minor or otherwise.

G. Advance payment for all utility services, including gas, heat, water and electricity, reimbursement being subject to all provisions of this Agreement.

Should the Operator fail to comply with any of the obligations listed above, the City may, after five (5) days notice to comply, in the event of non-compliance, enter upon said premises and take all steps necessary to insure compliance with the above obligations, in addition to other remedies set forth herein, charging the cost and expense of such entry and procedure to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses.

### Article VIII.

*Maintenance by City.*

The City agrees to maintain and pay for the following items of maintenance and equipment:

A. Maintain said facility in structural repair.

B. Make necessary major repairs to plumbing, lighting and heating.

C. Remove snow and ice, except from sidewalks and driveways.

D. Supply and maintain cash register.

E. Supply all parking tickets and other forms.

F. Supply and maintain pavement markings.

G. Supply electric light bulbs and replace said bulbs and fuses when necessary.

H. Maintain and replace all gates and barricades.

I. Maintain and keep in good working order the hoists, hoist equipment, lifts and elevators.

J. Maintain and keep in good working order all neon directional, informational, and advertising signs located in the interior or on the exterior of the facility.

### Article IX.

*Compliance with law; Liens.*

The Operator agrees to operate such facility as first hereinabove described in compliance at all times with this Agreement and all laws, statutes, ordinances and rules and regulations which are now in effect or which may be hereafter adopted, particularly, but not limited to, all rules and regulations of the Bureau of Parking, Department of Streets and Sanitation. The Operator agrees to keep premises, facility and appurtenances first hereinabove described free and clear of any and all liens in any way arising out of the Operator's use and maintenance thereof.

### Article X.

*Operation of facility.*

The Operator agrees to operate the facility subject to all provisions of this Agreement for the convenience of the public during the terms hereof and shall use and occupy the above premises solely for off-street parking of motor vehicles. The Operator shall use his best efforts to secure, maintain and develop the parking business conducted by him under the terms of this Agreement and to increase the same whenever and wherever possible, and shall refrain from and prevent the diversion of any such parking business from the facility whenever possible.

### Article XI.

*Hours of operation.*

The Operator agrees to operate the facility twenty-four (24) hours a day, seven (7) days a week, holidays included. The actual hours of operation will be determined by the Commissioner and may be changed from time to time at his sole discretion. Such change shall take effect within forty-eight (48) hours, Sundays and holidays excluded, after written notice thereof is received by the Operator.

### Article XII.

*Vehicle parking.*

At no time shall the Operator remove or permit or cause to be removed from the premises and facility any vehicle placed thereon for parking purposes without the express consent of the owner or operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator enter or drive, or permit or cause to be entered or driven, any vehicle which has been placed upon the premises for the purpose of self-parking, without the express consent of the owner or operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator accept or cause to be accepted for parking any commercial vehicles, except with the prior written approval signed by the Commissioner. At no time shall the Operator permit or cause to be permitted the parking of any vehicle whatsoever on or in the premises and facility free of charge.

### Article XIII.

*Operator's employees.*

A. The Operator hereby agrees to select, employ and pay such personnel as may be required in the operation of the facility first hereinabove mentioned, unless otherwise specifically provided for in this Agreement. The Operator agrees further that in performing the covenants, promises and conditions under this Agreement, he shall not discriminate against any worker, employee or applicant, nor against any member of the public, on account of race, creed, color or national origin, nor otherwise commit an unfair employment practice.

B. The Operator agrees further to do or cause to be done the following:

1. To supervise, direct and manage the activities of his employees in such manner as to provide prompt, safe, efficient and courteous services as will be adequate to meet all reasonable demands for parking services on the premises and facility, and to provide a sufficient number of said employees as to enable such services to be provided at all times of the operation of said facility.
2. To cause and require all employees serving as attendants on the premises and facility to wear uniforms, caps and badges to be supplied by and at the expense of the Operator and to require said employees at all times to present a neat and clean appearance. The color and design of said uniforms, caps and badges shall be first approved in writing signed by the Commissioner.

### Article XIV.

*Insurance.*

A. The City, at the time or prior to the execution of this Agreement, agrees to furnish all the insurance required under this Agreement and this Article, to be paid from the revenues resulting from the operation of the facility first hereinabove described. All policies of insurance shall name the beneficiary as indicated below and shall be delivered to and held by the City Comptroller. Said insurance shall be placed only with such insurance companies as are approved from time to time by the City Comptroller.

B. Each such insurance policy as set forth in this Article shall contain a provision to the effect that said insurance cannot be cancelled unless the City Comptroller has been notified not less than thirty (30) days prior to the intended cancellation date.

C. In the event that any additional premiums or audits shall be required, the same shall be paid by the City of Chicago from the revenues resulting from the operation of said facility; any return premiums or audits shall be paid to the City of Chicago, for deposit into an appropriate revenue fund.

D. The insurance to be provided as set forth in this Article shall include the following coverages to be maintained during the life of this Agreement:

1. Workmen's Compensation and Occupational Disease Insurance in the names of the City and Operator as insured parties, covering all employees engaged in any work pursuant to this Agreement; liability coverage to be not less than $100,000.00.

2. Not applicable to this contract.

3. Not applicable to this contract.

4. Not applicable to this contract.

5. Garage Keeper's Legal Liability, Fire and Explosion, Theft of Automobile, and Combined Coverage, in the names of the City and Operator as insured parties, to include riot, civil commotion, vandalism and malicious mischief with a $25.00 deductible provision, and a $100.00 deductible provision for collision and upset.

6. Plate glass coverage, in the names of the City and Operator as insured parties, fully covering all plate glass of the facility.

7. Commercial Blanket Fidelity Bond, in the name of the Operator as the insured party, covering all employees; liability coverage to be not less than $25,000.00.

8. Not applicable to this contract.

9. Comprehensive Public Liability and Property Damage Insurance, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries from any one accident; and $50,000.00 for property damage resulting from any one accident.

10. Owner's or Landlord's Protective Policy, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries resulting from any one accident; and $50,000.00 for property damage resulting from any one accident.

11. Not applicable to this contract.

### Article XV.

*Destruction of facilities.*

A. In the event the premises and facility or a part thereof shall become damaged or destroyed by fire, explosion, or other casualty, and if the Commissioner determines in his sole judgment that said damages can be repaired within a reasonable time, upon notification thereof, the Operator agrees to submit plans and specifications for approval by the Commissioner, which are necessary to restore the premises and facility to the condition which existed prior to said damage, and agrees to make all repairs according to said plans and specifications after approval by the Commissioner. Failure of the Operator to submit said plans and specifications to the Commissioner within ten (10) days after the casualty above described, or failure to commence said restoration work within five (5) days after the Operator has received the plans and specifications as approved by the Commissioner, or failure to complete such restoration work within a reasonable time, will constitute an abandonment by the Operator.

B. The cost of such repairs and restoration described in this Article shall be paid from the funds received by the City and Operator under insurance policies to the extent said costs are thereunder covered. Should any balance of costs remain which are not covered by said insurance policies, fifty (50) percent of said balance shall be paid by the City and fifty (50) percent shall be paid by the Operator.

C. Notwithstanding the foregoing provisions, in the event of a casualty described in Paragraph A of this Article, the Commissioner may elect, in his sole judgment, to consider said premises and facility beyond repair and refuse to permit the repair, reconstruction or restoration of said premises and facility, and upon written notice of said election from the Commissioner to the Operator within thirty (30) days from the date of said casualty, the obligation of the Operator to pay such rent and charges as are hereinafter reserved to the City shall cease and this Agreement shall thereupon terminate; provided, however, that all rents and charges theretofore accrued shall remain due and payable by the Operator forthwith.

### Article XVI.

*Indemnification.*

The Operator shall assume all risks incident to or in connection with his business to be conducted hereunder and shall be solely responsible for all accidents or injuries of whatsoever kind or nature as may be sustained by any persons or property and the Operator shall indemnify, defend and save harmless the City, its officers, agents and employees from any and all claims, suits, losses or damages arising from said accidents or injuries of whatsoever kind or nature, arising directly or indirectly out of the operation of said business, or resulting from the carelessness, negligence or improper conduct of the City, Operator or any of their officers, agents or employees. Said Operator shall also indemnify, defend and save harmless the City, its officers, agents and employees from any penalties for violation of any law, statute, ordinance or regulation affecting its operations.

### Article XVII.

*Operator's Performance Bond.*

The Operator shall deliver to the City at the time of or prior to the execution of this Agreement an approved Government Bond payable to bearer or the City of Chicago or, in lieu thereof, a Performance Bond approved by the City, Comptroller and the Corporation Counsel in the amount of $1,000.00. Said bond shall be conditioned upon the full and faithful performance by the Operator of each and every covenant, promise, term, condition, undertaking and agreement set forth in this Agreement.

### Article XVIII.

*Parking fees and charges.*

The Operator hereby agrees to charge for parking vehicles on the premises and facility first hereinabove described the following fees, rates and charges, during the term of this Agreement:

A. *Transient.*

| | |
|---|---|
| First twenty minutes | $0.05 |
| Second twenty minutes | 0.05 |
| Third twenty minutes | 0.05 |
| Second Hour | 0.10 |
| Each hour thereafter | 0.15 |

B. *Monthly.*

| | |
|---|---|
| For each one-month period | $10.00 |

C. It is understood and agreed that parking fees, rates and charges may be changed by the Commissioner when authorized and directed to do so by the City Council of the City of Chicago and the Operator agrees to make such changes when directed to do so by the Commissioner. Fees, rates and charges shall be put into effect within forty-eight (48 hours after written notification thereof has been given to the Operator by the Commissioner and shall remain in effect until changed by the Commissioner as herein provided.

### Article XIX.

*License fees, taxes and charges; budget; and compensation.*

A. *License fees, taxes and charges.*

The Operator shall advance all license fees, taxes and charges assessed under local ordinances and State and Federal statutes to the extent that they are applicable to the operation of the Facility. The Operator shall also secure armored car service for the daily collection of revenue from the Facility and advance payment for such services, the selection of the armored car service to be approved in writing by the Commissioner prior to the use thereof by the Operator.

B. *Budget.*

All expenses incurred or to be incurred by the Operator in anticipation of the advancement of funds under this Agreement shall be set forth in a budget for approval by the Commissioner on a form prescribed by the Commissioner, which shall include, but shall not be limited to, license fees, taxes, charges, employee payrolls and like expenses. The budget herein provided for shall be submitted no later than thirty (30) days following the execution of this Agreement and shall be supplemented from time to time so as to reflect such changes or additions as may become necessary or as requested by the Commissioner. The Operator shall submit such detailed supporting data as the Commissioner may request. Each expense item for which reimbursement is being claimed shall be designated as a reimbursable item on said budget. No expense item shall be reimbursed to the Operator unless approved by the Commissioner and the Independent Engineer.

C. *Compensation to Operator.*

For full and faithful performance of the provisions contained in this Agreement the Operator of Facility No. 35 shall be paid for the period of this Agreement 10.0% of all gross revenue collected.

D. *Settlement and reimbursement.*

The Operator's total fee and expense reimbursement shall be computed, finalized and settled for the entire period of this Agreement, specifically on the basis of actual results of the operation of the facility for the period covered by this Agreement, as determined by an examination of the books and records of the Operator by the City after the termination of said period: provided, however, that the City shall make monthly payments of fees and reimbursable expenses, with quarterly adjustments, which shall substantially cover the Operator's earned fees and actual reimbursable expenses for each month under the following procedure:

(1) It is estimated that the Operator's yearly management fee for Facility No. 35 will be approximately $940.00 and that the Operator's annual reimbursable expense will be approximately $2,360.00 making the total annual payment to the Operator to be approximately $3,300.00. The Operator shall receive a monthly reimbursement of one-twelfth of the total approximate yearly payment, or $275.00 on the tenth day of the following month for the first eleven months of the Agreement. The final settlement payment shall constitute the twelfth payment.

(2) At the end of the first three quarters of the period of this Agreement, the Operator shall submit to the City quarterly expense statements reflecting actual expenses incurred within each said quarter by the Operator for said facility. At the end of each quarter the Commissioner shall review actual management fees earned and expenses incurred and if, in his sole judgment, the estimated monthly reimbursement does not correctly reflect actual operations, he may appropriately adjust the monthly reimbursement to reflect actual operating conditions.

(3) At the end of the fourth quarter of the period of this Agreement, the Operator shall submit to the City the fourth quarterly reimbursable expense statement reflecting actual expenses incurred within said quarter. This quarterly statement, when combined with the three previously submitted quarterly statements, shall be used as the basis for computing the final settlement, subject to the aforementioned audit. Such audit shall be completed within 90 days after the expiration of this Agreement and final settlement shall be made within 120 days after the expiration of this Agreement.

In the event that parking rates for Facility No. 35 are increased and are to take effect at any time during the period of this Agreement, this Article XIX shall be subject to review, adjustment and renegotiation by and between the City and Operator with respect to compensation, and supplemental agreement by and between said parties shall be drawn for the approval of the City Council and execution by the parties.

### Article XX.

*Collection of fees and charges.*

All parking fees and charges made and collected by the Operator and his employees under the terms of this Agreement shall be deposited daily with the armored car service referred to in Article XIX. B. hereof and said armored car service shall deposit said fees and charges for credit to such appropriate revenue account as shall be designated by the Commissioner, said procedure set forth in further detail in the Rules and Regulations promulgated by the Bureau of Parking. All such parking fees and charges shall be made pursuant to parking tickets supplied by the City, which shall be time stamped by the Operator and his employees in accordance with the Rules and Regulations hereinabove referred to, with the exception of monthly charges, otherwise provided for therein.

### Article XXI.

*Operator's records.*

The Operator shall keep accurate records, books and accounts in conformity with a system approved by the Commissioner and agrees to permit authorized personnel of the City to examine said records, books and accounts at any reasonable time as a matter of right.

### Article XXII.

*Vacation and abandonment of premises.*

A. If the Operator shall vacate, desert or abandon the premises and facility, or shall permit the same to remain vacated, deserted or abandoned for a period of ten (10) days, or if the Operator shall breach any covenant, promise or condition set forth in this Agreement, or if the Operator shall default in the payment of any rent or charges payable by him under this Agreement, or if the Operator shall sell, assign or mortgage this Agreement or any provision hereof, or if the Operator shall be in default with respect to his performance of any covenants, promises or conditions contained in this

Agreement, or if the Operator shall fail to comply with any of the statutes, ordinances, rules, orders, regulations or requirements of the Federal, State and City government, or any and all of their departments and bureaus applicable or pertinent to said premises and facility, or in the event of the death or incapacity of the Operator, then the Operator's right to possession of the premises and facility thereupon shall cease and terminate, with or without any notice or demand whatsoever if the City so elects, but not otherwise. In such event or events hereinabove set forth, whether this Agreement shall be terminated or not, the Operator agrees to surrender to the City possession of the premises and facility immediately without notice to quit or demand for possession of the premises and facility whatsoever, and the Operator hereby grants to the City full and free license to enter into and upon said premises and facility, or any part thereof, to take possession thereof and expel and remove the Operator or any other person who may be occupying the premises and facility or any part thereof, without resort to courts for an order sanctioning such action, and the City may use force in expelling and removing the Operator and such other person as may be reasonably necessary to accomplish said purpose. It is agreed by the Operator that said entry of the premises and facility by the City shall not constitute a trespass or forcible entry or detainer, nor shall it cause forfeiture of charges due by virtue of the provisions of this Agreement, nor a waiver of any covenant, agreement or promise in this Agreement to be performed by the Operator.

B. The Operator hereby waives all notice of any election made by the City under this Agreement, demand for revenues or other charges reserved under this Agreement, notice to quit, demand for possession, and any and all notices and demands whatsoever, of every kind and nature, which may or shall be required by any statute of this State relating to forcible entry and detainer, or to landlord and tenant, or any other statute, or under the common law, during the term of this Agreement. The acceptance of any rents or charges reserved by the City under this Agreement, whether in a single instance or repeatedly, after they shall fall due, or after knowledge of any breach hereof by the Operator, or giving or making of any notice or demand, whether according to any statutory provisions or not, or any act or series of acts, except an express written waiver, shall not be construed as a waiver of the City's right to act without notice or demand or any other right hereby given the City, or as an election not to proceed under the provisions of this Agreement.

D. If the Operator shall file a petition in bankruptcy or shall be involuntarily placed in bankruptcy, or shall be adjudicated a bankrupt, or shall make an assignment for the benefit of creditors, or shall take advantage of any provisions in any statute or ordinance for the advantage of insolvent persons, the City may elect to terminate this Agreement and the term hereof and take immediate possession of the premises facility and appurtenances without notice.

E. In the event the City elects to terminate this Agreement because of a violation of any provisions of this Article, upon such termination the Operator shall compensate the City for any loss in revenue as may be sustained by reason of such termination and provision for such compensation shall be made a condition of the Performance Bond referred to in Article XVII of this Agreement.

F. It is further agreed by and between the parties that the rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

### Article XXIII.

*Costs, expenses and attorney's fees.*

The Operator agrees to pay and discharge all costs, expenses and attorney's fees which shall be incurred and expended by the City in enforcing the covenants, promises and conditions of this Agreement, whether by the institution of litigation or in taking of advice of counsel, or otherwise.

### Article XXIV.

*Notices.*

Notices to the City provided under this Agreement may be sent by registered mail, postage prepaid, addressed to the Commissioner of Streets and Sanitation, Room 707, City Hall, Chicago, Illinois, 60602, and notices to the Operator provided for in this Agreement may be sent by registered mail, postage prepaid, addressed to the Operator at: Safeway Parking Company, 4014 North LaPorte Avenue, Chicago, Illinois 60641, or in either case to such other respective parties and addresses as the parties hereto may designate in writing from time to time. Such notices shall be deemed to have been given when deposited in any United States Post Office.

### Article XXV.

*Construction of Agreement.*

It is agreed by and between the parties hereto that all general provisions, terms, phrases, and expressions shall be subject to rules of construction as will fully implement the true intent and meaning of the parties to this Agreement, including, but not limited to, the following:

A. Words importing the singular number may extend and be applied to several persons or things, and words importing the plural number may include the singular.

B. Words importing the masculine gender may be applied to the feminine gender and to impersonal legal entities.

C. The word "month" means a calendar month, and the word "year" means a calendar year, unless otherwise expressed.

### Article XXVI.

*City Council approval.*

This Agreement was authorized by the City Council of the City of Chicago, on the ............day of .................... A.D. 19........ Council Journal page........

In Witness Whereof, the parties hereto have caused this Agreement to be executed under their respective seals on the day and year first above written.

City of Chicago, a municipal corporation.

By: ........................................
Commissioner of Streets and Sanitation

By: ........................................
City Comptroller

Operator:

By: ........................................
Title

By: ........................................
Attest Title

(Corporate seal)

Approved:

..................................................
Independent Engineer

Approved as to form and legality, except as to property description and execution:

..................................................
Assistant Corporation Counsel

Acknowledgment By Principal If An Individual

State of Illinois }
County of Cook } ss

I, .........................................., a Notary Public in and for the County and State aforesaid, Do Hereby Certify that ..................................................... who is personally known to me to be the same person whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial seal, this ............... day of ...................................... A.D. 1969.

..................................................
Notary Public
My Commission Expires..........

Section 2. This ordinance shall be effective from and after the date of its passage.

## Execution of Parking Facility Operator's Lease Agreement Authorized for Parking Facility No. 36.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on December 30, 1969, page 7344, recommending that the City Council pass a proposed ordinance transmitted with the committee's report [Proposed ordinance printed in Committee Pamphlet No. 19], to authorize execution of Parking Facility Operator's Lease Agreement for Parking Facility No. 36 for Year 1970.

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Singer, Fifielski, Kerwin, Wigoda, Sperling—39.

*Nays*—Aldermen Despres, Simon, Scholl, McCutcheon, Hoellen, O'Rourke—6.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

Section 1. That the Commissioner of Streets and Sanitation is hereby authorized and directed to execute on behalf of the City of Chicago, the City Comptroller to countersign, and the City Clerk to attest, upon approval of the Corporation Counsel as to form and legality, a Parking Facility Operator's Agreement between the City of Chicago and Safeway Parking Company for Chicago Parking Facility No. 36 at No. 9 E. 111th Place. Said agreement is attached to this ordinance and made a part hereof, the same as if incorporated herein.

City of Chicago
Parking Facility
Operator's Agreement

This Agreement, made this ........................ day of ........................., A.D. 19...., between the City of Chicago, a municipal corporation of the State of Illinois (sometimes hereinafter referred to as "City"), and Ralph E. Albrecht d/b/a, Safeway Parking Company (sometimes hereinafter referred to as "Operator").

This Agreement Witnesseth:

That for and in consideration of the mutual promises, covenants, terms and conditions, both general and special, as hereinafter set forth, the City hereby grants to the Operator the privileges hereinafter described and the Operator agrees to assume the duties, responsibilities, and obligations as hereinafter set forth, with respect to the premises and parking facility described as follows:

9 East 111th Place, Chicago, Illinois, known as City of Chicago Parking Facility No. 36.

This City of Chicago Parking Facility Operator's Agreement constitutes the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences shall be implied or impressed upon such Agreement that are not herein set forth.

The term of this Agreement shall be for the period of one (1) year beginning on the 1st day of January, 1970, and ending on the 31st day of December, 1970, unless said terms shall be sooner terminated as hereinafter provided.

Article I.

*Definition of terms.*

A. "Bureau of Parking" means that agency of the City of Chicago, having management and control of the establishment, operation and maintenance of parking facilities.

B. "Commissioner" means the Commissioner of Streets and Sanitation of the City of Chicago, or any other official designated by the City Council to have administrative supervision over the Bureau of Parking.

C. "Operator" means any natural person, partnership, corporation, company or other legal entity who or which owns, controls, manages and directs the business of parking motor vehicles on public off-street parking lots, or in public off-street parking garages, or in other public off-street parking facilities.

Article II.

*Assignment or transfer.*

The Operator shall not assign or transfer this Agreement nor any of the rights or privileges granted hereby, nor enter into any contract requiring or permitting the doing of any act hereunder by an independent contractor, unless otherwise expressly provided herein, without prior written approval signed by the Commissioner. If the Operator is a partnership or corporation or legal entity other than a natural person, and control of said entity changes at any time during the term hereof, the City may, at its option, deem and declare such change as a breach of this Agreement and take immediate possession of said premises and facility first hereinabove described. It is understood and agreed by and between the City and the Operator that nothing contained in this Agreement is intended or shall be construed as in any way creating or establishing the relationship of co-partners or joint venturers between the parties hereto.

### Article III.

*Present condition of premises.*

The Operator has examined the premises, facilities and appurtenances first hereinabove described, prior to and as a condition precedent to his acceptance and the execution of this Agreement, and is satisfied with the physical condition of said premises, and his taking possession shall constitute conclusive evidence of his receipt thereof in safe and sanitary condition, and in good order and repair, unless otherwise specified herein. The Operator agrees and admits that no representations as to condition or repair have been made by the City or its officers, employees or agents, which are not herein expressed or endorsed hereon, and that no promises to decorate, alter, repair or improve said premises, before, at or after the execution of this Agreement by the parties, not expressly contained herein, have been made by the City or its officers, employees or agents.

### Article IV.

*Future condition of premises.*

The Operator shall keep the premises, facility and appurtenances first hereinabove described in a safe, sanitary and sightly condition, and in good repair, and shall yield the same back to the City upon the termination of this Agreement in such condition and repair, ordinary wear and tear excepted. If said premises and facility shall not be so kept by the Operator, the City may enter the premises (without such entry constituting a termination of the privileges herein granted or an interference with the possession of or construction or other eviction from said premises and facility) and do all things necessary to restore said premises and facility to the condition herein required.

### Article V.

***Signs and advertising.***

The Operator shall not permit or place, post or cause to be placed or posted any sign, billboard, poster, advertising material or similar devices in view of the general public on, in or about the premises and facility without prior written approval signed by the Commissioner. Any such sign, billboard, poster, advertising material or similar devices not authorized by him may be removed by the City and all cost and expense resulting therefrom shall be charged to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses in addition to the rent and charges otherwise reserved in this Agreement. The City hereby reserves the right to erect and maintain such signs or billboards on the premises and facility, from time to time, as the Commissioner may deem advisable.

### Article VI.

*Alterations and additions.*

The Operator shall make no alterations or additions to the premises and facility first hereinabove described without the prior consent of the City as evidenced by approval in writing signed by the Commissioner. All alterations and additions shall remain as part of said premises and facility unless the City shall otherwise elect, as evidenced by prior approval in writing signed by the Commissioner. Said alterations and additions shall include, but are not limited to, locks, bolts and all fixtures.

### Article VII.

*Maintenance by Operator.*

The Operator agrees to maintain the premises and facility, advancing funds therefor, reimbursement being subject to all provisions of this Agreement, from day to day in good condition and repair and agrees to do all things necessary toward that end, particularly, but not limited to, the following:

A. Maintain all wheel stops and blocks.

B. Maintain and care for all planting.

C. Maintain all washrooms, toilets and rest rooms according to acceptable health standards.

D. Maintain the premises and facility in a clean, presentable condition, prevent accumulations of dirt, paper or trash of any kind upon the premises and facility.

E. Remove snow, ice and other obstructions from adjacent driveways and sidewalks. Said snow, ice and like debris to be removed shall not be placed upon the public ways or any portion thereof.

F. Make minor necessary repairs to plumbing, lighting and heating equipment. It is agreed by and between the parties that the Commissioner in his sole judgment shall determine whether a repair is minor or otherwise.

G. Advance payment for all utility services, including gas, heat, water and electricity, reimbursement being subject to all provisions of this Agreement.

Should the Operator fail to comply with any of the obligations listed above, the City may, after five (5) days notice to comply, in the event of non-compliance, enter upon said premises and take all steps necessary to insure compliance with the above obligations, in addition to other remedies set forth herein, charging the cost and expense of such entry and procedure to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses.

### Article VIII.

***Maintenance by City.***

**The City agrees to maintain and pay for the following items of maintenance and equipment:**

**A. Maintain said facility in structural repair.**

**B. Make necessary major repairs to plumbing, lighting and heating.**

**C. Remove snow and ice, except from sidewalks and driveways.**

**D. Supply and maintain cash register.**

**E. Supply all parking tickets and other forms.**

**F. Supply and maintain pavement markings.**

**G. Supply electric light bulbs and replace said bulbs and fuses when necessary.**

**H. Maintain and replace all gates and barricades.**

**I. Maintain and keep in good working order** the hoists, hoist equipment, lifts and elevators.

**J. Maintain and keep in good working order all** neon directional, informational, and advertising signs located in the interior or on the exterior of the facility.

### Article IX.

*Compliance with law; Liens.*

The Operator agrees to operate such facility as first hereinabove described in compliance at all times with this Agreement and all laws, statutes, ordinances and rules and regulations which are now in effect or which may be hereafter adopted, particularly, but not limited to, all rules and regulations of the Bureau of Parking, Department of Streets and Sanitation. The Operator agrees to keep premises, facility and appurtenances first hereinabove described free and clear of any and all liens in any way arising out of the Operator's use and maintenance thereof.

### Article X.

*Operation of facility.*

The Operator agrees to operate the facility subject to all provisions of this Agreement for the convenience of the public during the terms hereof and shall use and occupy the above premises solely for off-street parking of motor vehicles. The Operator shall use his best efforts to secure, maintain and develop the parking business conducted by him under the terms of this Agreement and to increase the same whenever and wherever possible, and shall refrain from and prevent the diversion of any such parking business from the facility whenever possible.

### Article XI.

*Hours of operation.*

The Operator agrees to operate the facility twenty-four (24) hours a day, seven (7) days a week, holidays included. The actual hours of operation will be determined by the Commissioner and may be changed from time to time at his sole discretion. Such change shall take effect within forty-eight (48) hours, Sundays and holidays excluded, after written notice thereof is received by the Operator.

### Article XII.

*Vehicle parking.*

At no time shall the Operator remove or permit or cause to be removed from the premises and facility any vehicle placed thereon for parking purposes without the express consent of the owner or operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator enter or drive, or permit or cause to be entered or driven, any vehicle which has been placed upon the premises for the purpose of self-parking, without the express consent of the owner or operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator accept or cause to be accepted for parking any commercial vehicles, except with the prior written approval signed by the Commissioner. At no time shall the Operator permit or cause to be permitted the parking of any vehicle whatsoever on or in the premises and facility free of charge.

### Article XIII.

*Operator's employees.*

A. The Operator hereby agrees to select, employ and pay such personnel as may be required in the operation of the facility first hereinabove mentioned, unless otherwise specifically provided for in this Agreement. The Operator agrees further that in performing the covenants, promises and conditions under this Agreement, he shall not discriminate against any worker, employee or applicant, nor against any member of the public, on account of race, creed, color or national origin, nor otherwise commit an unfair employment practice.

B. The Operator agrees further to do or cause to be done the following:

1. To supervise, direct and manage the activities of his employees in such manner as to provide prompt, safe, efficient and courteous services as will be adequate to meet all reasonable demands for parking services on the premises and facility, and to provide a sufficient number of said employees as to enable such services to be provided at all times of the operation of said facility.
2. To cause and require all employees serving as attendants on the premises and facility to wear uniforms, caps and badges to be supplied by and at the expense of the Operator and to require said employees at all times to present a neat and clean appearance. The color and design of said uniforms, caps and badges shall be first approved in writing signed by the Commissioner.

### Article XIV.

*Insurance.*

A. The City, at the time or prior to the execution of this Agreement, agrees to furnish all the insurance required under this Agreement and this Article, to be paid from the revenues resulting from the operation of the facility first hereinabove described. All policies of insurance shall name the beneficiary as indicated below and shall be delivered to and held by the City Comptroller. Said insurance shall be placed only with such insurance companies as are approved from time to time by the City Comptroller.

B. Each such insurance policy as set forth in this Article shall contain a provision to the effect that said insurance cannot be cancelled unless the City Comptroller has been notified not less than thirty (30) days prior to the intended cancellation date.

C. In the event that any additional premiums or audits shall be required, the same shall be paid by the City of Chicago from the revenues resulting from the operation of said facility; any return premiums or audits shall be paid to the City of Chicago, for deposit into an appropriate revenue fund.

D. The insurance to be provided as set forth in this Article shall include the following coverages to be maintained during the life of this Agreement:

1. Workmen's Compensation and Occupational Disease Insurance in the names of the City and Operator as insured parties, covering all employees engaged in any work pursuant to this Agreement; liability coverage to be not less than $100,000.00.

2. Not applicable to this contract.

3. Not applicable to this contract.

4. Not applicable to this contract.

5. Garage Keeper's Legal Liability, Fire and Explosion, Theft of Automobile, and Combined Coverage, in the names of the City and Operator as insured parties, to include riot, civil commotion, vandalism and malicious mischief with a $25.00 deductible provision, and a $100.00 deductible provision for collision and upset.

6. Plate glass coverage, in the names of the City and Operator as insured parties, fully covering all plate glass of the facility.

7. Commercial Blanket Fidelity Bond, in the name of the Operator as the insured party, covering all employees; liability coverage to be not less than $25,000.

8. Not applicable to this contract.

9. Comprehensive Public Liability and Property Damage Insurance, in the names of the City and Operator as the insured parties; liability coverage

to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries from any one accident; and $50,000.00 for property damage resulting from any one accident.

10. Owner's or Landlord's Protective Policy, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries resulting from any one accident; and $50,000.00 for property damage resulting from any one accident.

11. Not applicable to this contract.

### Article XV.

*Destruction of facilities.*

A. In the event the premises and facility or a part thereof shall become damaged or destroyed by fire, explosion, or other casualty, and if the Commissioner determines in his sole judgment that said damages can be repaired within a reasonable time, upon notification thereof, the Operator agrees to submit plans and specifications for approval by the Commissioner, which are necessary to restore the premises and facility to the condition which existed prior to said damage, and agrees to make all repairs according to said plans and specifications after approval by the Commissioner. Failure of the Operator to submit said plans and specifications to the Commissioner within ten (10) days after the casualty above described, or failure to commence said restoration work within five (5) days after the Operator has received the plans and specifications as approved by the Commissioner, or failure to complete such restoration work within a reasonable time, will constitute an abandonment by the Operator.

B. The cost of such repairs and restoration described in this Article shall be paid from the funds received by the City and Operator under insurance policies to the extent said costs are thereunder covered. Should any balance of costs remain which are not covered by said insurance policies, fifty (50) percent of said balance shall be paid by the City and fifty (50) percent shall be paid by the Operator.

C. Notwithstanding the foregoing provisions, in the event of a casualty described in Paragraph A of this Article, the Commissioner may elect, in his sole judgment, to consider said premises and facility beyond repair and refuse to permit the repair, reconstruction or restoration of said premises and facility, and upon written notice of said election from the Commissioner to the Operator within thirty (30) days from the date of said casualty, the obligation of the Operator to pay such rent and charges as are hereinafter reserved to the City shall cease and this Agreement shall thereupon terminate; provided, however, that all rents and charges theretofore accrued shall remain due and payable by the Operator forthwith.

### Article XVI.

*Indemnification.*

The Operator shall assume all risks incident to or in connection with his business to be conducted hereunder and shall be solely responsible for all accidents or injuries of whatsoever kind or nature as may be sustained by any persons or property and the Operator shall indemnify, defend and save harmless the City, its officers, agents and employees from any and all claims, suits, losses or damages arising from said accidents or injuries of whatsoever kind or nature, arising directly or indirectly out of the operation of said business, or resulting from the carelessness, negligence or improper conduct of the City, Operator or any of their officers, agents or employees. Said Operator shall also indemnify, defend and save harmless the City, its officers, agents and employees from any penalties for violation of any law, statute, ordinance or regulation affecting its operations.

### Article XVII.

*Operator's Performance Bond.*

The Operator shall deliver to the City at the time of or prior to the execution of this Agreement an approved Government Bond payable to bearer or the City of Chicago or, in lieu thereof, a Performance Bond approved by the City Comptroller and the Corporation Counsel in the amount of $1,000.00. Said bond shall be conditioned upon the full and faithful performance by the Operator of each and every covenant, promise, term, condition, undertaking and agreement set forth in this Agreement.

### Article XVIII.

*Parking fees and charges.*

The Operator hereby agrees to charge for parking vehicles on the premises and facility first hereinabove described the following fees, rates and charges, during the term of this Agreement:

A. *Transient.*

| | |
|---|---|
| First twenty minutes | $0.05 |
| Second twenty minutes | 0.05 |
| Third twenty minutes | 0.05 |
| Second hour | 0.10 |
| Each hour thereafter | 0.15 |

B. *Monthly.*

| | |
|---|---|
| For each one-month period | $10.00 |

C. It is understood and agreed that parking fees, rates and charges may be changed by the Commissioner when authorized and directed to do so by the City Council of the City of Chicago and the Operator agrees to make such changes when directed to do so by the Commissioner. Fees, rates and charges shall be put into effect within forty-eight (48) hours after written notification thereof has been given to the Operator by the Commissioner and shall remain in effect until changed by the Commissioner as herein provided.

### Article XIX.

*License fees, taxes and charges; budget; and compensation.*

A. *License fees, taxes and charges.*

The Operator shall advance all license fees, taxes and charges assessed under local ordinances and State and Federal statutes to the extent that they are applicable to the operation of the Facility. The Operator shall also secure armored car service for the daily collection of revenue from the Facility and advance payment for such services, the selection of the armored car service to be approved in writing by the Commissioner prior to the use thereof by the Operator.

B. *Budget.*

All expenses incurred or to be incurred by the Operator in anticipation of the advancement of funds under this Agreement shall be set forth in a budget for approval by the Commissioner on a form prescribed by the Commissioner, which shall include, but shall not be limited to, license fees, taxes, charges, employee payrolls and like expenses. The budget herein provided for shall be submitted no later than thirty (30) days following the execution of this Agreement and shall be supplemented from time to time so as to reflect such changes or additions as may become necessary or as requested by the Commissioner. The Operator shall submit such detailed supporting data as the Commissioner may request. Each expense item for which reimbursement is being claimed shall be designated as a reimbursable item on said budget. No expense item shall be reimbursed to the Operator unless approved by the Commissioner and the Independent Engineer.

C. *Compensation to Operator.*

For full and faithful performance of the provision contained in this Agreement the Operator of Facility No. 36 shall be paid for the period of this Agreement 10.0% of all gross revenue collected.

D. *Settlement and reimbursement.*

The Operator's total fee and expense reimbursement shall be computed, finalized and settled for the entire period of this Agreement, specifically on the basis of actual results of the operation of the facility for the period covered by this Agreement, as determined by an examination of the books and records of the Operator by the City after the termination of said period; provided, however, that the City shall make monthly payments of fees and reimbursable expenses, with quarterly adjustments, which shall substantially cover the Operator's earned fees and actual reimbursable expenses for each month under the following procedure:

(1) It is estimated that the Operator's yearly management fee for Facility No. 36 will be approximately $880.00 and that the Operator's annual reimbursable expense will be approximately $2,360.00 making the total annual payment to the Operator to be approximately $3,240.00. The Operator shall receive a monthly reimbursement of one-twelfth of the total approximate yearly payment, or $270.00 on the tenth day of the following month for the first eleven months of the Agreement. The final settlement payment shall constitute the twelfth payment.

(2) At the end of the first three quarters of the period of this Agreement, the Operator shall submit to the City quarterly expense statements reflecting actual expenses incurred within each said quarter by the Operator for said facility. At the end of each quarter the Commissioner shall review actual management fees earned and expenses incurred and if, in his sole judgment, the estimated monthly reimbursement does not correctly reflect actual operations, he may appropriately adjust the monthly reimbursement to reflect actual operating conditions.

(3) At the end of the fourth quarter of the period of this Agreement, the Operator shall submit to the City the fourth quarterly reimbursable expense statement reflecting actual expenses incurred within said quarter. This quarterly statement, when combined with the three previously submitted quarterly statements, shall be used as the basis for computing the final settlement, subject to the aforementioned audit. Such audit shall be completed within 90 days after the expiration of this Agreement and final settlement shall be made within 120 days after the expiration of this Agreement.

In the event that parking rates for Facility No. 36 are increased and are to take effect at any time during the period of this Agreement, this Article XIX shall be subject to review, adjustment and renegotiation by and between the City and the Operator with respect to compensation, and supplemental agreement by and between said parties shall be drawn for the approval of the City Council and execution by the parties.

### Article XX.

*Collection of fees and charges.*

All parking fees and charges made and collected by the Operator and his employees under the terms of this Agreement shall be deposited daily with the armored car service referred to in Article XIX. B. hereof and said armored car service shall deposit said fees and charges for credit to such appropriate revenue account as shall be designated by the Commissioner, said procedure set forth in further detail in the Rules and Regulations promulgated by the Bureau of Parking. All such parking fees and charges shall be made pursuant to parking tickets supplied by the City, which shall be time stamped by the Operator and his employees in accordance with the Rules and Regulations hereinabove referred to, with the exception of monthly charges, otherwise provided for therein.

### Article XXI.

*Operator's records.*

The Operator shall keep accurate records, books and accounts in conformity with a system approved by the Commissioner and agrees to permit authorized personnel of the City to examine said records, books and accounts at any reasonable time as a matter of right.

### Article XXII.

*Vacation and abandonment of premises.*

A. If the Operator shall vacate, desert or abandon the premises and facility, or shall permit the same to remain vacated, deserted or abandoned for a period of ten (10) days, or if the Operator shall breach any covenant, promise or condition set forth in this Agreement, or if the Operator shall default in the payment of any rent or charges payable by him under this Agreement, or if the Operator shall sell, assign or mortgage this Agreement or any provision hereof, or if the Operator shall be in default with respect to his performance of any covenants, promises or conditions contained in this Agreement, or if the Operator shall fail to comply with any of the statutes, ordinances, rules, orders, regulations or requirements of the Federal, State and City government, or any and all of their departments and bureaus applicable or pertinent to said premises and facility, or in the event of the death or incapacity of the Operator, then the Operator's right to possession of the premises and facility thereupon shall cease and terminate, with or without any notice or demand whatsoever if the City so elects, but not otherwise. In such event or events hereinabove set forth, whether this Agreement shall be terminated or not, the Operator agrees to surrender to the City possession of the premises and facility immediately without notice to quit or demand for possession of the premises and facility whatsoever, and the Operator hereby grants to the City full and free license to enter into and upon said premises and facility, or any part thereof, to take possession thereof and expel and remove the Operator or any other person who may be occupying the premises and facility or any part thereof, without resort to courts for an order sanctioning such action, and the City may use force in expelling and removing the Operator and such other person as may be reasonably necessary to accomplish said purpose. It is agreed by the Operator that said entry of the premises and facility by the City shall not constitute a trespass or forcible entry or detainer, nor shall it cause forfeiture of charges due by virtue of the provisions of this Agreement, nor a waiver of any covenant, agreement or promise in this Agreement to be performed by the Operator.

B. The Operator hereby waives all notice of any election made by the City under this Agreement, demand for revenues or other charges reserved under this Agreement, notice to quit, demand for possession, and any and all notices and demands whatsoever, of every kind and nature, which may or shall be required by any statute of this State relating to forcible entry and detainer, or to landlord and tenant, or any other statute, or under the common law, during the term of this Agreement. The acceptance of any rents or charges reserved by the City under this Agreement, whether in a single instance or repeatedly, after they shall fall due, or after knowledge of any breach hereof by the Operator, or giving or making of any notice or demand, whether according to any statutory provisions or not, or any act or series of acts, except an express written waiver, shall not be construed as a waiver of the City's right to act without notice or demand or any other right hereby given the City, or as an election not to proceed under the provisions of this Agreement.

D. If the Operator shall file a petition in bankruptcy or shall be involuntarily placed in bankruptcy, or shall be adjudicated a bankrupt, or shall make an assignment for the benefit of creditors, or shall take advantage of any provisions in any statute or ordinance for the advantage of insolvent persons, the City may elect to terminate this Agreement and the term hereof and take immediate possession of the premises facility and appurtenances without notice.

E. In the event the City elects to terminate this Agreement because of a violation of any provisions of this Article, upon such termination the Operator shall compensate the City for any loss in revenue as may be sustained by reason of such termination and provision for such compensation shall be made a condition of the Performance Bond referred to in Article XVII of this Agreement.

F. It is further agreed by and between the parties that the rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

### Article XXIII.

*Costs, expenses and attorney's fees.*

The Operator agrees to pay and discharge all costs, expenses and attorney's fees which shall be incurred and expended by the City in enforcing the covenants, promises and conditions of this Agreement, whether by the institution of litigation or in taking of advice of counsel, or otherwise.

### Article XXIV.

*Notices.*

Notices to the City provided under this Agreement may be sent by registered mail, postage prepaid, addressed to the Commissioner of Streets and Sanitation, Room 707, City Hall, Chicago, Illinois, 60602, and notices to the Operator provided for in this Agreement may be sent by registered mail, postage prepaid, addressed to the Operator at: Safeway Parking Company, 4014 North LaPorte Avenue, Chicago, Illinois 60641, or in either case to such other respective parties and addresses as the parties hereto may designate in writing from time to time. Such notices shall be deemed to have been given when deposited in any United States Post Office.

### Article XXV.

*Construction of Agreement.*

It is agreed by and between the parties hereto that all general provisions, terms, phrases, and expressions shall be subject to rules of construction as will fully implement the true intent and meaning of the parties to this Agreement, including, but not limited to, the following:

A. Words importing the singular number may extend and be applied to several persons or things, and words importing the plural number may include the singular.

B. Words importing the masculine gender may be applied to the feminine gender and to impersonal legal entities.

C. The word "month" means a calendar month, and the word "year" means a calendar year, unless otherwise expressed.

### Article XXVI.

*City Council approval.*

This Agreement was authorized by the City Council of the City of Chicago, on the ............day of .................... A.D. 19........ Council Journal page........

In Witness Whereof, the parties hereto have caused this Agreement to be executed under their respective seals on the day and year first above written.

City of Chicago, a municipal corporation.

By: ..........................................
Commissioner of Streets and Sanitation

By: ..........................................
City Comptroller

Operator:

By: ..........................................
Title

By: ..........................................
Attest Title

(Corporate seal)

Approved:

..............................................
Independent Engineer

Approved as to form and legality, except as to property description and execution:

..............................................
Assistant Corporation Counsel

ACKNOWLEDGMENT BY PRINCIPAL IF AN INDIVIDUAL

State of Illinois }
} ss
County of Cook }

I, .........................................., a Notary Public in and for the County and State aforesaid, Do Hereby Certify that .................................................. who is personally known to me to be the same person whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial seal, this ............... day of ...................................... A.D. 1969.

..............................................
Notary Public

My Commission Expires.........

SECTION 2. This ordinance shall be effective from and after the date of its passage.

### Execution of Parking Facility Operator's Lease Agreement Authorized for Parking Facility No. 37.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on December 30, 1969, page 7344, recommending that the City Council pass a proposed ordinance transmitted with the committee's report [Proposed ordinance printed in Committee Pamphlet No. 19], to authorize execution of Parking Facility Operator's Lease Agreement for Parking Facility No. 37 for Year 1970.

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Singer, Fifielski, Kerwin, Wigoda, Sperling—39.

*Nays*—Aldermen Despres, Simon, Scholl, McCutcheon, Hoellen, O'Rourke—6.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Streets and Sanitation is hereby authorized and directed to execute on behalf of the City of Chicago, the City Comptroller to countersign and the City Clerk to attest, upon approval of the Corporation Counsel as to form and legality, a Parking Facility Operator's Agreement between the City of Chicago and L. E. Alport and Company for Chicago Parking Facility No. 37 at No. 5404 S. Cornell Avenue. Said agreement is attached to this ordinance and made a part hereof, the same as if incorporated herein.

CITY OF CHICAGO
PARKING FACILITY
OPERATOR'S AGREEMENT

This Agreement, made this ........................ day of ..........................., A.D. 19...., between the City of Chicago, a municipal corporation of the State of Illinois (sometimes hereinafter referred to as "City"), and Louis E. Alport d/b/a, L. E. Alport and Company (sometimes hereinafter referred to as "Operator").

This Agreement Witnesseth:

That for and in consideration of the mutual promises, covenants, terms and conditions, both general and special, as hereinafter set forth, the City hereby grants to the Operator the privileges hereinafter described and the Operator agrees to assume the duties, responsibilities, and obligations as hereinafter set forth, with respect to the premises and parking facility described as follows:

5404 South Cornell Avenue, Chicago, Illinois, known as City of Chicago Parking Facility No. 37.

This City of Chicago Parking Facility Operator's Agreement constitutes the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences shall be implied or impressed upon such Agreement that are not herein set forth.

The term of this Agreement shall be for the period of one (1) year beginning on the 1st day of January, 1970, and ending on the 31st day of December, 1970, unless said terms shall be sooner terminated as hereinafter provided.

Article I.

*Definition of terms.*

A. "Bureau of Parking" means that agency of the City of Chicago, having management and control of the establishment, operation and maintenance of parking facilities.

B. "Commissioner" means the Commissioner of Streets and Sanitation of the City of Chicago, or any other official designated by the City Council to have administrative supervision over the Bureau of Parking.

C. "Operator" means any natural person, partnership, corporation, company or other legal entity who or which owns, controls, manages and directs the business of parking motor vehicles on public off-street parking lots, or in public off-street parking garages, or in other public off-street parking facilities.

Article II.

*Assignment or transfer.*

The Operator shall not assign or transfer this Agreement nor any of the rights or privileges granted hereby, nor enter into any contract requiring or permitting the doing of any act hereunder by an independent contractor, unless otherwise expressly provided herein, without prior written approval signed by the Commissioner. If the Operator is a partnership or corporation or legal entity other than a natural person, and control of said entity changes at any time during the term hereof, the City may, at its option, deem and declare such change as a breach of this Agreement and take immediate possession of said premises and facility first hereinabove described. It is understood and agreed by and between the City and the Operator that nothing contained in this Agreement is intended or shall be construed as in any way creating or establishing the relationship of co-partners or joint venturers between the parties hereto.

Article III.

*Present condition of premises.*

The Operator has examined the premises, facilities and appurtenances first hereinabove described, prior to and as a condition precedent to his acceptance and the execution of this Agreement, and is satisfied with the physical condition of said premises, and his taking possession shall constitute conclusive evidence of his receipt thereof in safe and sanitary condition, and in good order and repair, unless otherwise specified herein. The Operator agrees and admits that no representations as to condition or repair have been made by the City or its officers, employees or agents, which are not herein expressed or endorsed hereon, and that no promises to decorate, alter, repair or improve said premises, before, at or after the execution of this Agreement by the parties, not expressly contained herein, have been made by the City or its officers, employees or agents.

Article IV.

*Future condition of premises.*

The Operator shall keep the premises, facility and appurtenances first hereinabove described in a safe, sanitary and sightly condition, and in good repair, and shall yield the same back to the City upon the termination of this Agreement in such condition and repair, ordinary wear and tear excepted. If said premises and facility shall not be so kept by the Operator, the City may enter the premises (without such entry constituting a termination of the privileges herein granted or an interference with the possession of or construction or other eviction from said premises and facility) and do all things necessary to restore said premises and facility to the condition herein required.

### Article V.

*Signs and advertising.*

The Operator shall not permit or place, post or cause to be placed or posted any sign, billboard, poster, advertising material or similar devices in view of the general public on, in or about the premises and facility without prior written approval signed by the Commissioner. Any such sign, billboard, poster, advertising material or similar devices not authorized by him may be removed by the City and all cost and expense resulting therefrom shall be charged to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses in addition to the rent and charges otherwise reserved in this Agreement. The City hereby reserves the right to erect and maintain such signs or billboards on the premises and facility, from time to time, as the Commissioner may deem advisable.

### Article VI.

*Alterations and additions.*

The Operator shall make no alterations or additions to the premises and facility first hereinabove described without the prior consent of the City as evidenced by approval in writing signed by the Commissioner. All alterations and additions shall remain as part of said premises and facility unless the City shall otherwise elect, as evidenced by prior approval in writing signed by the Commissioner. Said alterations and additions shall include, but are not limited to, locks, bolts and all fixtures.

### Article VII.

*Maintenance by Operator.*

The Operator agrees to maintain the premises and facility, advancing funds therefor, reimbursement being subject to all provisions of this Agreement, from day to day in good condition and repair and agrees to do all things necessary toward that end, particularly, but not limited to, the following:

A. Maintain all wheel stops and blocks.

B. Maintain and care for all planting.

C. Maintain all washrooms, toilets and rest rooms according to acceptable health standards.

D. Maintain the premises and facility in a clean, presentable condition, prevent accumulations of dirt, paper or trash of any kind upon the premises and facility.

E. Remove snow, ice and other obstructions from adjacent driveways and sidewalks. Said snow, ice and like debris to be removed shall not be placed upon the public ways or any portion thereof.

F. Make minor necessary repairs to plumbing, lighting and heating equipment. It is agreed by and between the parties that the Commissioner in his sole judgment shall determine whether a repair is minor or otherwise.

G. Advance payment for all utility services, including gas, heat, water and electricity, reimbursement being subject to all provisions of this Agreement.

Should the Operator fail to comply with any of the obligations listed above, the City may, after five (5) days notice to comply, in the event of non-compliance, enter upon said premises and take all steps necessary to insure compliance with the above obligations, in addition to other remedies set forth herein, charging the cost and expense of such entry and procedure to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses.

### Article VIII.

*Maintenance by City.*

The City agrees to maintain and pay for the following items of maintenance and equipment:

A. Maintain said facility in structural repair.

B. Make necessary major repairs to plumbing, lighting and heating.

C. Remove snow and ice, except from sidewalks and driveways.

D. Supply and maintain cash register.

E. Supply all parking tickets and other forms.

F. Supply and maintain pavement markings.

G. Supply electric light bulbs and replace said bulbs and fuses when necessary.

H. Maintain and replace all gates and barricades.

I. Maintain and keep in good working order the hoists, hoist equipment, lifts and elevators.

J. Maintain and keep in good working order all neon directional, informational, and advertising signs located in the interior or on the exterior of the facility.

### Article IX.

*Compliance with law; Liens.*

The Operator agrees to operate such facility as first hereinabove described in compliance at all times with this Agreement and all laws, statutes, ordinances and rules and regulations which are now in effect or which may be hereafter adopted, particularly, but not limited to, all rules and regulations of the Bureau of Parking, Department of Streets and Sanitation. The Operator agrees to keep premises, facility and appurtenances first hereinabove described free and clear of any and all liens in any way arising out of the Operator's use and maintenance thereof.

### Article X.

*Operation of facility.*

The Operator agrees to operate the facility subject to all provisions of this Agreement for the convenience of the public during the terms hereof and shall use and occupy the above premises solely for off-street parking of motor vehicles. The Operator shall use his best efforts to secure, maintain and develop the parking business conducted by him under the terms of this Agreement and to increase the same whenever and wherever possible, and shall refrain from and prevent the diversion of any such parking business from the facility whenever possible.

### Article XI.

*Hours of operation.*

The Operator agrees to operate the facility twenty-four (24) hours a day, seven (7) days a week, holidays included. The actual hours of operation will be determined by the Commissioner and may be changed from time to time at his sole discretion. Such change shall take effect within forty-eight (48) hours, Sundays and holidays excluded, after written notice thereof is received by the operator.

### Article XII.

*Vehicle parking.*

At no time shall the Operator remove or permit or cause to be removed from the premises and facility any vehicle placed thereon for parking purposes without the express consent of the owner or operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator enter or drive, or permit or cause to be entered or driven, any vehicle which has been placed upon the premises for the purpose of self-parking, without the express consent of the owner or operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator accept or cause to be accepted for parking any commercial vehicles, except with the prior written approval signed by the Commissioner. At no time shall the Operator permit or cause to be permitted the parking of any vehicle whatsoever on or in the premises and facility free of charge.

### Article XIII.

*Operator's employees.*

A. The Operator hereby agrees to select, employ and pay such personnel as may be required in the operation of the facility first hereinabove mentioned, unless otherwise specifically provided for in this Agreement. The Operator agrees further that in performing the covenants, promises and conditions under this Agreement, he shall not discriminate against any worker, employee or applicant, nor against any member of the public, on account of race, creed, color or national origin, nor otherwise commit an unfair employment practice.

B. The Operator agrees further to do or cause to be done the following:

1. To supervise, direct and manage the activities of his employees in such manner as to provide prompt, safe, efficient and courteous services as will be adequate to meet all reasonable demands for parking services on the premises and facility, and to provide a sufficient number of said employees as to enable such services to be provided at all times of the operation of said facility.
2. To cause and require all employees serving as attendants on the premises and facility to wear uniforms, caps and badges to be supplied by and at the expense of the Operator and to require said employees at all times to present a neat and clean appearance. The color and design of said uniforms, caps and badges shall be first approved in writing signed by the Commissioner.

### Article XIV.

*Insurance.*

A. The City, at the time or prior to the execution of this Agreement, agrees to furnish all the insurance required under this Agreement and this Article, to be paid from the revenues resulting from the operation of the facility first hereinabove described. All policies of insurance shall name the beneficiary as indicated below and shall be delivered to and held by the City Comptroller. Said insurance shall be placed only with such insurance companies as are approved from time to time by the City Comptroller.

B. Each such insurance policy as set forth in this Article shall contain a provision to the effect that said insurance cannot be cancelled unless the City Comptroller has been notified not less than thirty (30) days prior to the intended cancellation date.

C. In the event that any additional premiums or audits shall be required, the same shall be paid by the City of Chicago from the revenues resulting from the operation of said facility; any return premiums or audits shall be paid to the City of Chicago, for deposit into an appropriate revenue fund.

D. The insurance to be provided as set forth in this Article shall include the following coverages to be maintained during the life of this Agreement:

1. Workmen's Compensation and Occupational Disease Insurance in the names of the City and Operator as insured parties, covering all employees engaged in any work pursuant to this Agreement; liability coverage to be not less than $100,000.00.

2. Fire, Extended Coverage, Vandalism and Malicious Mischief, in the name of the City as the insured party, with not less than eighty (80) percent co-insurance on all buildings included in said facility; liability coverage to be not less than $2,500.00.

3. Not applicable to this contract.

4. Not applicable to this contract.

5. Garage Keeper's Legal Liability, Fire and Explosion, Theft of Automobile, and Combined Coverage, in the names of the City and Operator as insured parties, to include riot, civil commotion, vandalism and malicious mischief with a $25.00 deductible provision, and a $100.00 deductible provision for collision and upset.

6. Plate glass coverage, in the names of the City and Operator as insured parties, fully covering all plate glass of the facility.

7. Commercial Blanket Fidelity Bond, in the name of the Operator as the insured party, covering all employees; liability coverage to be not less than $25,000.00.

8. Broad Form Money and Securities Insurance, in the name of the Operator as the insured party, covering interior and exterior locations, if necessary, liability coverage to be not less than $1,000.00.

9. Comprehensive Public Liability and Property Damage Insurance, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries from any one accident; and $50,000.00 for property damage resulting from any one accident.

10. Owner's or Landlord's Protective Policy, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries resulting from any one accident; and $50,000.00 for property damage resulting from any one accident.

11. Not applicable to this contract.

### Article XV.

*Destruction of facilities.*

A. In the event the premises and facility or a part thereof shall become damaged or destroyed by fire, explosion, or other casualty, and if the Commissioner determines in his sole judgment that said damages can be repaired within a reasonable time, upon notification thereof, the Operator agrees to submit plans and specifications for approval by the Commissioner, which are necessary to restore the premises and facility to the condition which existed prior to said damage, and agrees to make all repairs according to said plans and specifications after approval by the Commissioner. Failure of the Operator to submit said plans and specifications to the Commissioner within ten (10) days after the casualty above described, or failure to commence said restoration work within five (5) days after the Operator has received the plans and specifications as approved by the Commissioner, or failure to complete such restoration work within a reasonable time, will constitute an abandonment by the Operator.

B. The cost of such repairs and restoration described in this Article shall be paid from the funds received by the City and Operator under insurance policies to the extent said costs are thereunder covered. Should any balance of costs remain which are not covered by said insurance policies, fifty (50) percent of said balance shall be paid by the City and fifty (50) percent shall be paid by the Operator.

C. Notwithstanding the foregoing provisions, in the event of a casualty described in Paragraph A of this Article, the Commissioner may elect, in his sole judgment, to consider said premises and facility beyond repair and refuse to permit the repair, reconstruction or restoration of said premises and facility, and upon written notice of said election from the Commissioner to the Operator within thirty (30) days from the date of said casualty, the obligation of the operator to pay such rent and charges as are hereinafter reserved to the City shall cease and this Agreement shall thereupon terminate; provided, however, that all rents and charges theretofore accrued shall remain due and payable by the Operator forthwith.

### Article XVI.

*Indemnification.*

The Operator shall assume all risks incident to or in connection with his business to be conducted hereunder and shall be solely responsible for all accidents or injuries of whatsoever kind or nature as may be sustained by any persons or property and the Operator shall indemnify, defend and save harmless the City, its officers, agents and employees from any and all claims, suits, losses or damages arising from said accidents or injuries of whatsoever kind or nature, arising directly or indirectly out of the operation of said business, or resulting from the carelessness, negligence or improper conduct of the City, Operator or any of their officers, agents or employees. Said Operator shall also indemnify, defend and save harmless the City, its officers, agents and employees from any penalties for violation of any law, statute, ordinance or regulation affecting its operations.

### Article XVII.

*Operator's Performance Bond.*

The Operator shall deliver to the City at the time of or prior to the execution of this Agreement an approved Government Bond payable to bearer or the City of Chicago or, in lieu thereof, a Performance Bond approved by the City Comptroller and the Corporation Counsel in the amount of $1,000.00. Said bond shall be conditioned upon the full and faithful performance by the Operator of each and every covenant, promise, term, condition, undertaking and agreement set forth in this Agreement.

### Article XVIII.

*Parking fees and charges.*

The Operator hereby agrees to charge for parking vehicles on the premises and facility first hereinabove described the following fees, rates and charges, during the term of this Agreement:

A. *Transient.*
No day rates.

B. *Monthly.*
For each one-month period ................$10.00

C. It is understood and agreed that parking fees, rates and charges may be changed by the Commissioner when authorized and directed to do so by the City Council of the City of Chicago and the Operator agrees to make such changes when directed to do so by the Commissioner. Fees, rates and charges shall be put into effect within forty-eight (48) hours after written notification thereof has been given to the Operator by the Commissioner and shall remain in effect until changed by the Commissioner as herein provided.

### Article XIX.

*License fees, taxes and charges; budget; and compensation.*

A. *License fees, taxes and charges.*

The Operator shall advance all license fees, taxes and charges assessed under local ordinances and State and Federal statutes to the extent that they are applicable to the operation of the Facility. The Operator shall also secure armored car service for the daily collection of revenue from the Facility and advance payment for such services, the selection of the armored car service to be approved in writing by the Commissioner prior to the use thereof by the Operator.

B. *Budget.*

All expenses incurred or to be incurred by the Operator in anticipation of the advancement of funds under this Agreement shall be set forth in a budget for approval by the Commisioner on a form prescribed by the Commissioner, which shall include, but shall not be limited to, license fees, taxes, charges, employee payrolls and like expenses. The budget herein provided for shall be submitted no later than thirty (30) days following the execution of this Agreement and shall be supplemented from time to time so as to reflect such changes or additions as may become necessary or as requested by the Commissioner. The Operator shall submit such detailed supporting data as the Commissioner may request. Each expense item for which reimbursement is being claimed shall be designated as a reimbursable item on said budget. No expense item shall be reimbursed to the Operator unless approved by the Commissioner and the Independent Engineer.

C. *Compensation to Operator.*

For full and faithful performance of the provisions contained in this Agreement the Operator of Facility No. 37 shall be paid for the period of this Agreement 10.0% of all gross revenue collected.

D. *Settlement and reimbursement.*

The Operator's total fee and expense reimbursement shall be computed, finalized and settled for the entire period of this Agreement, specifically on the basis of actual results of the operation of the facility for the period covered by this Agreement, as determined by an examination of the books and records of the Operator by the City after the termination of said period; provided, however, that the City shall make monthly payments of fees and reimbursable expenses, with quarterly adjustments, which shall substantially cover the Operator's earned fees and actual reimbursable expenses for each month under the following procedure:

(1) It is estimated that the Operator's yearly management fee for Facility No. 37 will be approximately $600.00 and that the Operator's annual reimbursable expense will be approximately $1,200.00 making the total annual payment to the Operator to be approximately $1,800.00. The Operator shall receive a monthly reimbursement of one-twelfth of the total approximate yearly

payment, or $150.00 on the tenth day of the following month for the first eleven months of the Agreement. The final settlement payment shall constitute the twelfth payment.

(2) At the end of the first three quarters of the period of this Agreement, the Operator shall submit to the City quarterly expense statements reflecting actual expenses incurred within each said quarter by the Operator for said facility. At the end of each quarter the Commissioner shall review actual management fees earned and expenses incurred and if, in his sole judgment, the estimated monthly reimbursement does not correctly reflect actual operations, he may appropriately adjust the monthly reimbursement to reflect actual operating conditions.

(3) At the end of the fourth quarter of the period of this Agreement, the Operator shall submit to the City the fourth quarterly reimbursable expense statement reflecting actual expenses incurred within said quarter. This quarterly statement, when combined with the three previously submitted quarterly statements, shall be used as the basis for computing the final settlement, subject to the aforementioned audit. Such audit shall be completed within 90 days after the expiration of this Agreement and final settlement shall be made within 120 days after the expiration of this Agreement.

In the event that parking rates for Facility No. 37 are increased and are to take effect at any time during the period of this Agreeement, this Article XIX shall be subject to review, adjustment and renegotiation by and between the City and the Operator with respect to compensation, and supplemental agreement by and between said parties shall be drawn for the approval of the City Council and execution by the parties.

### Article XX.

*Collection of fees and charges.*

All parking fees and charges made and collected by the Operator and his employees under the terms of this Agreement shall be deposited daily with the armored car service referred to in Article XIX. B. hereof and said armored car service shall deposit said fees and charges for credit to such appropriate revenue account as shall be designated by the Commissioner, said procedure set forth in further detail in the Rules and Regulations promulgated by the Bureau of Parking. All such parking fees and charges shall be made pursuant to parking tickets supplied by the City, which shall be time stamped by the Operator and his employees in accordance with the Rules and Regulations hereinabove referred to, with the exception of monthly charges, otherwise provided for therein.

### Article XXI.

*Operator's records.*

The Operator shall keep accurate records, books and accounts in conformity with a system approved by the Commissioner and agrees to permit authorized personnel of the City to examine said records, books and accounts at any reasonable time as a matter of right.

### Article XXII.

*Vacation and abandonment of premises.*

A. If the Operator shall vacate, desert or abandon the premises and facility, or shall permit the same to remain vacated, deserted or abandoned for a period of ten (10) days, or if the Operator shall breach any covenant, promise or condition set forth in this Agreement, or if the Operator shall default in the payment of any rent or charges payable by him under this Agreement, or if the Operator shall sell, assign or mortgage this Agreement or any provision hereof, or if the Operator shall be in default with respect to his performance of any covenants, promises or conditions contained in this Agreement, or if the Operator shall fail to comply with any of the statutes, ordinances, rules, orders, regulations or requirements of the Federal, State and City government, or any and all of their departments and bureaus applicable or pertinent to said premises and facility, or in the event of the death or incapacity of the Operator, then the Operator's right to possession of the premises and facility thereupon shall cease and terminate, with or without any notice or demand whatsoever if the City so elects, but not otherwise. In such event or events hereinabove set forth, whether this Agreement shall be terminated or not, the Operator agrees to surrender to the City possession of the premises and facility immediately without notice to quit or demand for possession of the premises and facility whatsoever, and the Operator hereby grants to the City full and free license to enter into and upon said premises and facility, or any part thereof, to take possession thereof and expel and remove the Operator or any other person who may be occupying the premises and facility or any part thereof, without resort to courts for an order sanctioning such action, and the City may use force in expelling and removing the Operator and such other person as may be reasonably necessary to accomplish said purpose. It is agreed by the Operator that said entry of the premises and facility by the City shall not constitute a trespass or forcible entry or detainer, nor shall it cause forfeiture of charges due by virtue of the provisions of this Agreement, nor a waiver of any covenant, agreement or promise in this Agreement to be performed by the Operator.

B. The Operator hereby waives all notice of any election made by the City under this Agreement, demand for revenues or other charges reserved under this Agreement, notice to quit, demand for possession, and any and all notices and demands whatsoever, of every kind and nature, which may or shall be required by any statute of this State relating to forcible entry and detainer, or to landlord and tenant, or any other statute, or under the common law, during the term of this Agreement. The acceptance of any rents or charges reserved by the City under this Agreement, whether in a single instance or repeatedly, after they shall fall due, or after knowledge of any breach hereof by the Operator, or giving or making of any notice or demand, whether according to any statutory provisions or not, or any act or series of acts, except an express written waiver, shall not be construed as a waiver of the City's right to act without notice or demand or any other right hereby given the City, or as an election not to proceed under the provisions of this Agreement.

D. If the Operator shall file a petition in bankruptcy or shall be involuntarily placed in bankruptcy, or shall be adjudicated a bankrupt, or shall make an assignment for the benefit of creditors, or shall take advantage of any provisions in any statute or ordinance for the advantage of insolvent persons, the City may elect to terminate this Agreement and the term hereof and take immediate possession of the premises facility and appurtenances without notice.

E. In the event the City elects to terminate this Agreement because of a violation of any provisions of this Article, upon such termination the Operator shall compensate the City for any loss in revenue as may be sustained by reason of such termination and provision for such compensation shall be made a condition of the Performance Bond referred to in Article XVII of this Agreement.

F. It is further agreed by and between the parties that the rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

Article XXIII.

*Costs, expenses and attorney's fees.*

The Operator agrees to pay and discharge all costs, expenses and attorney's fees which shall be incurred and expended by the City in enforcing the covenants, promises and conditions of this Agreement, whether by the institution of litigation or in taking of advice of counsel, or otherwise.

Article XXIV.

*Notices.*

Notices to the City provided under this Agreement may be sent by registered mail, postage prepaid, addressed to the Commissioner of Streets and Sanitation, Room 707, City Hall, Chicago, Illinois 60602, and notices to the Operator provided for in this Agreement may be sent by registered mail, postage prepaid, addressed to the Operator at: L. E. Alport and Company, 5237 South Harper, Chicago, Illinois, or in either case to such other respective parties and adresses as the parties hereto may designate in writing from time to time. Such notices shall be deemed to have been given when deposited in any United States Post Office.

Article XXV.

*Construction of Agreement.*

It is agreed by and between the parties hereto that all general provisions, terms, phrases, and expressions shall be subject to rules of construction as will fully implement the true intent and meaning of the parties to this Agreement, including, but not limited to, the following:

A. Words importing the singular number may extend and be applied to several persons or things, and words importing the plural number may include the singular.

B. Words importing the masculine gender may be applied to the feminine gender and to impersonal legal entities.

C. The word "month" means a calendar month, and the word "year" means a calendar year, unless otherwise expressed.

Article XXVI.

*City Council approval.*

This Agreement was authorized by the City Council of the City of Chicago, on the ............day of .................... A.D. 19........ Council Journal page........

In Witness Whereof, the parties hereto have caused this Agreement to be executed under their respective seals on the day and year first above written.

City of Chicago, a municipal corporation.
By: ..........................................
Commissioner of Streets and Sanitation
By: ..........................................
City Comptroller
Operator:
By: ..........................................
Title
By: ..........................................
Attest Title
(Corporate seal)
Approved:
..........................................
Independent Engineer
Approved as to form and legality, except as to property description and execution:
..........................................
Assistant Corporation Counsel

ACKNOWLEDGMENT BY PRINCIPAL IF AN INDIVIDUAL

State of Illinois }
}ss
County of Cook }

I, ..........................................., a Notary Public in and for the County and State aforesaid, Do Hereby Certify that ..................................................... who is personally known to me to be the same person whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial seal, this ............... day of ...................................... A.D. 1969.

..................................................
Notary Public
My Commission Expires..........

SECTION 2. This ordinance shall be effective from and after the date of its passage.

## Execution of Parking Facility Operator's Lease Agreement Authorized for Parking Facility No. 38.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on December 30, 1969, page 7345, recommending that the City Council pass a proposed ordinance transmitted with the committee's report [Proposed ordinance printed in Committee Pamphlet No. 19], to authorize execution of Parking Facility Operator's Lease Agreement for Parking Facility No. 38 for Year 1970.

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Singer, Fifielski, Kerwin, Wigoda, Sperling—39.

*Nays*—Aldermen Despres, Simon, Scholl, McCutcheon, Hoellen, O'Rourke—6.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Streets and Sanitation is hereby authorized and directed to execute on behalf of the City of Chicago, the

City Comptroller to countersign, and the City Clerk to attest, upon approval of the Corporation Counsel as to form and legality, a Parking Facility Operator's Agreement between the City of Chicago and Sam D. Kaplan Auto Parks for Chicago Parking Facility No. 38 at No. 1241 N. Paulina Street. Said agreement is attached to this ordinance and made a part hereof, the same as if incorporated herein.

### CITY OF CHICAGO
### PARKING FACILITY
### OPERATOR'S AGREEMENT

This Agreement, made this ....................... day of ..........................., A.D. 19...., between the City of Chicago, a municipal corporation of the State of Illinois (sometimes hereinafter referred to as "City"), and Sam D. Kaplan d/b/a, Sam D. Kaplan Auto Parks (sometimes hereinafter referred to as "Operator").

This Agreement Witnesseth:

That for and in consideration of the mutual promises, covenants, terms and conditions, both general and special, as hereinafter set forth, the City hereby grants to the Operator the privileges hereinafter described and the Operator agrees to assume the duties, responsibilities, and obligations as hereinafter set forth, with respect to the premises and parking facility described as follows:

1241 North Paulina Street, Chicago, Illinois, known as City of Chicago Parking Facility No. 38.

This City of Chicago Parking Facility Operator's Agreement constitutes the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences shall be implied or impressed upon such Agreement that are not herein set forth.

The term of this Agreement shall be for the period of one (1) year beginning on the 1st day of January, 1970, and ending on the 31st day of December, 1970, unless said terms shall be sooner terminated as hereinafter provided.

### Article I.

*Definition of terms.*

A. "Bureau of Parking" means that agency of the City of Chicago, having management and control of the establishment, operation and maintenance of parking facilities.

B. "Commissioner" means the Commissioner of Streets and Sanitation of the City of Chicago, or any other official designated by the City Council to have administrative supervision over the Bureau of Parking.

C. "Operator" means any natural person, partnership, corporation, company or other legal entity who or which owns, controls, manages and directs the business of parking motor vehicles on public off-street parking lots, or in public off-street parking garages, or in other public off-street parking facilities.

### Article II.

*Assignment or transfer.*

The Operator shall not assign or transfer this Agreement nor any of the rights or privileges granted hereby, nor enter into any contract requiring or permitting the doing of any act hereunder by an independent contractor, unless otherwise expressly provided herein, without prior written approval signed by the Commissioner. If the Operator is a partnership or corporation or legal entity other than a natural person, and control of said entity changes at any time during the term hereof, the City may, at its option, deem and declare such change as a breach of this Agreement and take immediate possession of said premises and facility first hereinabove described. It is understood and agreed by and between the City and the Operator that nothing contained in this Agreement is intended or shall be construed as in any way creating or establishing the relationship of co-partners or joint venturers between the parties hereto.

### Article III.

*Present condition of premises.*

The Operator has examined the premises, facilities and appurtenances first hereinabove described, prior to and as a condition precedent to his acceptance and the execution of this Agreement, and is satisfied with the physical condition of said premises, and his taking possession shall constitute conclusive evidence of his receipt thereof in safe and sanitary condition, and in good order and repair, unless otherwise specified herein. The Operator agrees and admits that no representations as to condition or repair have been made by the City or its officers, employees or agents, which are not herein expressed or endorsed hereon, and that no promises to decorate, alter, repair or improve said premises, before, at or after the execution of this Agreement by the parties, not expressly contained herein, have been made by the City or its officers, employees or agents.

### Article IV.

*Future condition of premises.*

The Operator shall keep the premises, facility and appurtenances first hereinabove described in a safe, sanitary and sightly condition, and in good repair, and shall yield the same back to the City upon the termination of this Agreement in such condition and repair, ordinary wear and tear excepted. If said premises and facility shall not be so kept by the Operator, the City may enter the premises (without such entry constituting a termination of the privileges herein granted or an interference with the possession of or construction or other eviction from said premises and facility) and do all things necessary to restore said premises and facility to the condition herein required.

### Article V.

*Signs and advertising.*

The Operator shall not permit or place, post or cause to be placed or posted any sign, billboard, poster, advertising material or similar devices in view of the general public on, in or about the premises and facility without prior written approval signed by the Commissioner. Any such sign, billboard, poster, advertising material or similar devices not authorized by him may be removed by the City and all cost and expense resulting therefrom shall be charged to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses in addition to the rent and charges otherwise reserved in this Agreement. The City hereby reserves the right to erect and maintain such signs or billboards on the premises and facility, from time to time, as the Commissioner may deem advisable.

### Article VI.

*Alterations and additions.*

The Operator shall make no alterations or additions to the premises and facility first hereinabove described without the prior consent of the City as evidenced by approval in writing signed by the Commissioner. All alterations and additions shall remain as part of said premises and facility unless the City shall otherwise elect, as evidenced by prior approval in writing signed by the Commissioner. Said alterations and additions shall include, but are not limited to, locks, bolts and all fixtures.

### Article VII.

*Maintenance by Operator.*

The Operator agrees to maintain the premises and facility, advancing funds therefor, reimbursement being subject to all provisions of this Agreement, from day to day in good condition and repair and agrees to do all things necessary toward that end, particularly, but not limited to, the following:

A. Maintain all wheel stops and blocks.
B. Maintain and care for all planting.
C. Maintain all washrooms, toilets and rest rooms according to acceptable health standards.
D. Maintain the premises and facility in a clean, presentable condition, prevent accumulations of dirt, paper or trash of any kind upon the premises and facility.
E. Remove snow, ice and other obstructions from adjacent driveways and sidewalks. Said snow, ice and like debris to be removed shall not be placed upon the public ways or any portion thereof.
F. Make minor necessary repairs to plumbing, lighting and heating equipment. It is agreed by and between the parties that the Commissioner in his sole judgment shall determine whether a repair is minor or otherwise.
G. Advance payment for all utility services, including gas, heat, water and electricity, reimbursement being subject to all provisions of this Agreement.

Should the Operator fail to comply with any of the obligations listed above, the City may, after five (5) days notice to comply, in the event of non-compliance, enter upon said premises and take all steps necessary to insure compliance with the above obligations, in addition to other remedies set forth herein, charging the cost and expense of such entry and procedure to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses.

### Article VIII.

*Maintenance by City.*

The City agrees to maintain and pay for the following items of maintenance and equipment:

A. Maintain said facility in structural repair.
B. Make necessary major repairs to plumbing, lighting and heating.
C. Remove snow and ice, except from sidewalks and driveways.
D. Supply and maintain cash register.
E. Supply all parking tickets and other forms.
F. Supply and maintain pavement markings.
G. Supply electric light bulbs and replace said bulbs and fuses when necessary.
H. Maintain and replace all gates and barricades.
I. Maintain and keep in good working order the hoists, hoist equipment, lifts and elevators.
J. Maintain and keep in good working order all neon directional, informational, and advertising signs located in the interior or on the exterior of the facility.

### Article IX.

*Compliance with law; Liens.*

The Operator agrees to operate such facility as first hereinabove described in compliance at all times with this Agreement and all laws, statutes, ordinances and rules and regulations which are now in effect or which may be hereafter adopted, particularly, but not limited to, all rules and regulations of the Bureau of Parking, Department of Streets and Sanitation. The Operator agrees to keep premises, facility and appurtenances first hereinabove described free and clear of any and all liens in any way arising out of the Operator's use and maintenance thereof.

### Article X.

*Operation of facility.*

The Operator agrees to operate the facility subject to all provisions of this Agreement for the convenience of the public during the terms hereof and shall use and occupy the above premises solely for off-street parking of motor vehicles. The Operator shall use his best efforts to secure, maintain and develop the parking business conducted by him under the terms of this Agreement and to increase the same whenever and wherever possible, and shall refrain from and prevent the diversion of any such parking business from the facility whenever possible.

### Article XI.

*Hours of operation.*

The Operator agrees to operate the facility twenty-four (24) hours a day, seven (7) days a week, holidays included. The actual hours of operation will be determined by the Commissioner and may be changed from time to time at his sole discretion. Such change shall take effect within forty-eight (48) hours, Sundays and holidays excluded, after written notice thereof is received by the operator.

### Article XII.

*Vehicle parking.*

At no time shall the Operator remove or permit or cause to be removed from the premises and facility any vehicle placed thereon for parking purposes without the express consent of the owner or operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator enter or drive, or permit or cause to be entered or driven, any vehicle which has been placed upon the premises for the purpose of self-parking, without the express consent of the owner or operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator accept or cause to be accepted for parking any commercial vehicles, except with the prior written approval signed by the Commissioner. At no time shall the Operator permit or cause to be permitted the parking of any vehicle whatsoever on or in the premises and facility free of charge.

### Article XIII.

*Operator's employees.*

A. The Operator hereby agrees to select, employ and pay such personnel as may be required in the operation of the facility first hereinabove mentioned, unless otherwise specifically provided for in this Agreement. The Operator agrees further that in performing the covenants, promises and conditions under this Agreement, he shall not discriminate against any worker, employee or applicant, nor against any member of the public, on account of race, creed, color or national origin, nor otherwise commit an unfair employment practice.

B. The Operator agrees further to do or cause to be done the following:

1. To supervise, direct and manage the activities of his employees in such manner as to provide prompt, safe, efficient and courteous services as will be adequate to meet all reasonable demands for parking services on the premises and facility, and to provide a suf-

ficient number of said employees as to enable such services to be provided at all times of the operation of said facility.

2. To cause and require all employees serving as attendants on the premises and facility to wear uniforms, caps and badges to be supplied by and at the expense of the Operator and to require said employees at all times to present a neat and clean appearance. The color and design of said uniforms, caps and badges shall be first approved in writing signed by the Commissioner.

### Article XIV.

*Insurance.*

A. The City, at the time or prior to the execution of this Agreement, agrees to furnish all the insurance required under this Agreement and this Article, to be paid from the revenues resulting from the operation of the facility first hereinabove described. All policies of insurance shall name the beneficiary as indicated below and shall be delivered to and held by the City Comptroller. Said insurance shall be placed only with such insurance companies as are approved from time to time by the City Comptroller.

B. Each such insurance policy as set forth in this Article shall contain a provision to the effect that said insurance cannot be cancelled unless the City Comptroller has been notified not less than thirty (30) days prior to the intended cancellation date.

C. In the event that any additional premiums or audits shall be required, the same shall be paid by the City of Chicago from the revenues resulting from the operation of said facility; any return premiums or audits shall be paid to the City of Chicago, for deposit into an appropriate revenue fund.

D. The insurance to be provided as set forth in this Article shall include the following coverages to be maintained during the life of this Agreement:

1. Workmen's Compensation and Occupational Disease Insurance in the names of the City and Operator as insured parties, covering all employees engaged in any work pursuant to this Agreement; liability coverage to be not less than $100,000.00.

2. Fire, Extended Coverage, Vandalism and Malicious Mischief, in the name of the City as the insured party, with not less than eighty (80) percent co-insurance on all buildings included in said facility; liability coverage to be not less than $5,000.00.

3. Not applicable to this contract.

4. Not applicable to this contract.

5. Garage Keeper's Legal Liability, Fire and Explosion, Theft of Automobile, and Combined Coverage, in the names of the City and Operator as insured parties, to include riot, civil commotion, vandalism and malicious mischief with a $25.00 deductible provision, and a $100.00 deductible provision for collision and upset.

6. Plate glass coverage, in the names of the City and Operator as insured parties, fully covering all plate glass of the facility.

7. Commercial Blanket Fidelity Bond, in the name of the Operator as the insured party, covering all employees; liability coverage to be not less than $25,000.00.

8. Broad Form Money and Securities Insurance, in the name of the Operator as the insured party, covering interior and exterior locations, if necessary liability coverage to be not less than $1,000.00.

9. Comprehensive Public Liability and Property Damage Insurance, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries from any one accident; and $50,000.00 for property damage resulting from any one accident.

10. Owner's or Landlord's Protective Policy, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries resulting from any one accident; and $50,000.00 for property damage resulting from any one accident.

11. Not applicable to this contract.

### Article XV.

*Destruction of facilities.*

A. In the event the premises and facility or a part thereof shall become damaged or destroyed by fire, explosion, or other casualty, and if the Commissioner determines in his sole judgment that said damages can be repaired within a reasonable time, upon notification thereof, the Operator agrees to submit plans and specifications for approval by the Commissioner, which are necessary to restore the premises and facility to the condition which existed prior to said damage, and agrees to make all repairs according to said plans and specifications after approval by the Commissioner. Failure of the Operator to submit said plans and specifications to the Commissioner within ten (10) days after the casualty above described, or failure to commence said restoration work within five (5) days after the Operator has received the plans and specifications as approved by the Commissioner, or failure to complete such restoration work within a reasonable time, will constitute an abandonment by the Operator.

B. The cost of such repairs and restoration described in this Article shall be paid from the funds received by the City and Operator under insurance policies to the extent said costs are thereunder covered. Should any balance of costs remain which are not covered by said insurance policies, fifty (50) percent of said balance shall be paid by the City and fifty (50) percent shall be paid by the Operator.

C. Notwithstanding the foregoing provisions, in the event of a casualty described in Paragraph A of this Article, the Commissioner may elect, in his sole judgment, to consider said premises and facility beyond repair and refuse to permit the repair, reconstruction or restoration of said premises and facility, and upon written notice of said election from the Commissioner to the Operator within thirty (30) days from the date of said casualty, the obligation of the operator to pay such rent and charges as are hereinafter reserved to the City shall cease and this Agreement shall thereupon terminate; provided, however, that all rents and charges theretofore accrued shall remain due and payable by the Operator forthwith.

### Article XVI.

*Indemnification.*

The Operator shall assume all risks incident to or in connection with his business to be conducted hereunder and shall be solely responsible for all accidents or injuries of whatsoever kind or nature as may be sustained by any persons or property and the Operator shall indemnify, defend and save harmless the City, its officers, agents and employees from any and all claims, suits, losses or damages arising from said accidents or injuries of whatsoever kind or nature, arising directly or indirectly out of the operation of said business, or resulting from the carelessness, negligence or improper conduct of the City, Operator or any of their officers, agents or employees. Said Operator shall also indemnify, defend and save harmless the City, its officers, agents and employees from any penalties for violation of any law, statute, ordinance or regulation affecting its operations.

### Article XVII.

*Operator's Performance Bond.*

The Operator shall deliver to the City at the time of or prior to the execution of this Agreement an aproved Government Bond payable to bearer or the City of Chicago or, in lieu thereof, a Performance Bond approved by the City Comptroller and the Corporation Counsel in the amount of $3,000.00. Said bond shall be conditioned upon the full and faithful performance by the Operator of each and every covenant, promise, term, condition, undertaking and agreement set forth in this Agreement.

### Article XVIII.

*Parking fees and charges.*

The operator hereby agrees to charge for parking vehicles on the premises and facility first hereinabove described the following fees, rates and charges, during the term of this Agreement:

A. *Transient.*

| | |
|---|---|
| First half hour | $ 0.10 |
| Second half hour | 0.10 |
| Each hour thereafter | 0.10 |

B. *Monthly*·

| | |
|---|---|
| For each one-month period | $ 10.00 |
| Special group rate, per month | 7.50 |
| Space rental (Post Office) per month | 187.50 |

C. It is understood and agreed that parking fees, rates and charges may be changed by the Commissioner when authorized and directed to do so by the City Council of the City of Chicago and the Operator agrees to make such changes when directed to do so by the Commissioner. Fees, rates and charges shall be put into effect within forty-eight (48) hours after written notification thereof has been given to the Operator by the Commissioner and shall remain in effect until changed by the Commissioner as herein provided.

### Article XIX.

*License fees, taxes and charges; budget; and compensation.*

A. *License fees, taxes and charges.*

The Operator shall advance all license fees, taxes and charges assessed under local ordinances and State and Federal statutes to the extent that they are applicable to the operation of the Facility. The Operator shall also secure armored car service for the daily collection of revenue from the Facility and advance payment for such services, the selection of the armored car service to be approved in writing by the Commissioner prior to the use thereof by the Operator.

B. *Budget.*

All expenses incurred or to be incurred by the Operator in anticipation of the advancement of funds under this Agreement shall be set forth in a budget for approval by the Commissioner on a form prescribed by the Commissioner, which shall include, but shall not be limited to, license fees, taxes, charges, employee payrolls and like expenses. The budget herein provided for shall be submitted no later than thirty (30) days following the execution of this Agreement and shall be supplemented from time to time so as to reflect such changes or additions as may become necessary or as requested by the Commissioner. The Operator shall submit such detailed supporting data as the Commissioner may request. Each expense item for which reimbursement is being claimed shall be designated as a reimbursable item on said budget. No expense item shall be reimbursed to the Operator unless approved by the Commissioner and the Independent Engineer.

C. *Compensation to Operator.*

For full and faithful performance of the provisions contained in this Agreement the Operator of Facility No. 38 shall be paid for the period of this Agreement 10.0% of all gross revenue collected.

D. *Settlement and reimbursement.*

The Operator's total fee and expense reimbursement shall be computed, finalized and settled for the entire period of this Agreement, specifically on the basis of actual results of the operation of the facility for the period covered by this Agreement, as determined by an examination of the books and records of the Operator by the City after the termination of said period; provided, however, that the City shall make monthly payments of fees and reimbursable expenses, with quarterly adjustments, which shall substantially cover the Operator's earned fees and actual reimbursable expenses for each month under the following procedure:

(1) It is estimated that the Operator's yearly management fee for Facility No. 38 will be approximately $2,900.00 and that the Operator's annual reimbursable expense will be approximately $13,900.00 making the total annual payment to the Operator to be approximately $16,800.00. The Operator shall receive a monthly reimbursement of one-twelfth of the total approximate yearly payment, or $1,400.00 on the tenth day of the following month for the first eleven months of the Agreement. The final settlement payment shall constitute the twelfth payment.

(2) At the end of the first three quarters of the the period of this Agreement, the Operator shall submit to the City quarterly expense statements reflecting actual expenses incurred within each said quarter by the Operator for said facility. At the end of each quarter the Commissioner shall review actual management fees earned and expenses incurred and if, in his sole judgment, the estimated monthly reimbursement does not correctly reflect actual operations, he may appropriately adjust the monthly reimbursement to reflect actual operating conditions.

(3) At the end of the fourth quarter of the period of this Agreement, the Operator shall submit to the City the fourth quarterly reimbursable expense statement reflecting actual expenses incurred within said quarter. This quarterly statement, when combined with the three previously submitted quarterly statements, shall be used as the basis for computing the final settlement, subject to the aforementioned audit. Such audit shall be completed within 90 days after the expiration of this Agreement and final settlement shall be made within 120 days after the expiration of this Agreement.

In the event that parking rates for Facility No. 38 are increased and are to take effect at any time during the period of this Agreement, this Article XIX shall be subject to review, adjustment and renegotiation by and between the City and the Operator with respect to compensation, and supplemental agreement by and between said parties shall be drawn for the approval of the City Council and execution by the parties.

### Article XX.

*Collection of fees and charges.*

All parking fees and charges made and collected by the Operator and his employees under the terms of this Agreement shall be deposited daily with the armored car service referred to in Article XIX. B. hereof and said armored car service shall deposit said fees and charges for credit to such appropriate revenue account as shall be designated by the Commissioner, said procedure set forth in further detail in the Rules and Regulations promulgated by the Bureau of Parking. All such parking fees and charges shall be made pursuant to parking tickets supplied by the City, which shall be time stamped by the Operator and his employees in accordance with the Rules and Regulations hereinabove referred to, with the exception of monthly charges, otherwise provided for therein.

### Article XXI.

*Operator's records.*

The Operator shall keep accurate records, books and accounts in conformity with a system approved by the Commissioner and agrees to permit authorized personnel of the City to examine said records, books and accounts at any reasonable time as a matter of right.

### Article XXII.

*Vacation and abandonment of premises.*

A. If the Operator shall vacate, desert or abandon the premises and facility, or shall permit the same to remain vacated, deserted or abandoned for a period of ten (10) days, or if the Operator shall breach any covenant, promise or condition set forth in this Agreement, or if the Operator shall default in the payment of any rent or charges payable by him under this Agreement, or if the Operator shall sell, assign or mortgage this Agreement or any provision hereof, or if the Operator shall be in default with respect to his performance of any covenants, promises or conditions contained in this Agreement, or if the Operator shall fail to comply with any of the statutes, ordinances, rules, orders, regulations or requirements of the Federal, State and City government, or any and all of their departments and bureaus applicable or pertinent to said premises and facility, or in the event of the death or incapacity of the Operator, then the Operator's right to possession of the premises and facility thereupon shall cease and terminate, with or without any notice or demand whatsoever if the City so elects, but not otherwise. In such event or events hereinabove set forth, whether this Agreement shall be terminated or not, the Operator agrees to surrender to the City possession of the premises and facility immediately without notice to quit or demand for possession of the premises and facility whatsoever, and the Operator hereby grants to the City full and free license to enter into and upon said premises and facility, or any part thereof, to take possession thereof and expel and remove the Operator or any other person who may be occupying the premises and facility or any part thereof, without resort to courts for an order sanctioning such action, and the City may use force in expelling and removing the Operator and such other person as may be reasonably necessary to accomplish said purpose. It is agreed by the Operator that said entry of the premises and facility by the City shall not constitute a trespass or forcible entry or detainer, nor shall it cause forfeiture of charges due by virtue of the provisions of this Agreement, nor a waiver of any covenant, agreement or promise in this Agreement to be performed by the Operator.

B. The Operator hereby waives all notice of any election made by the City under this Agreement, demand for revenues or other charges reserved under this Agreement, notice to quit, demand for possession, and any and all notices and demands whatsoever, of every kind and nature, which may or shall be required by any statute of this State relating to forcible entry and detainer, or to landlord and tenant, or any other statute, or under the common law, during the term of this Agreement. The acceptance of any rents or charges reserved by the City under this Agreement, whether in a single instance or repeatedly, after they shall fall due, or after knowledge of any breach hereof by the Operator, or giving or making of any notice or demand, whether according to any statutory provisions or not, or any act or series of acts, except an express written waiver, shall not be construed as a waiver of the City's right to act without notice or demand or any other right hereby given the City, or as an election not to proceed under the provisions of this Agreement.

D. If the Operator shall file a petition in bankruptcy or shall be involuntarily placed in bankruptcy, or shall be adjudicated a bankrupt, or shall make an assignment for the benefit of creditors, or shall take advantage of any provisions in any statute or ordinance for the advantage of insolvent persons, the City may elect to terminate this Agreement and the term hereof and take immediate possession of the premises facility and appurtenances without notice.

E. In the event the City elects to terminate this Agreement because of a violation of any provisions of this Article, upon such termination the Operator shall compensate the City for any loss in revenue as may be sustained by reason of such termination and provision for such compensation shall be made a condition of the Performance Bond referred to in Article XVII of this Agreement.

F. It is further agreed by and between the parties that the rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

### Article XXIII.

*Costs, expenses and attorney's fees.*

The Operator agrees to pay and discharge all costs, expenses and attorney's fees which shall be incurred and expended by the City in enforcing the covenants, promises and conditions of this Agreement, whether by the institution of litigation or in taking of advice of counsel, or otherwise.

### Article XXIV.

*Notices.*

Notices to the City provided under this Agreement may be sent by registered mail, postage prepaid, addressed to the Commissioner of Streets and Sanitation, Room 707, City Hall, Chicago, Illinois, 60602, and notices to the Operator provided for in this Agreement may be sent by registered mail, postage prepaid, addressed to the Operator at: Sam D. Kaplan Auto Parks, 188 Randolph Tower, Chicago, Illinois, or in either case to such other respective parties and addresses as the parties hereto may designate in writing from time to time. Such notices shall be deemed to have been given when deposited in any United States Post Office.

### Article XXV.

*Construction of Agreement.*

It is agreed by and between the parties hereto that all general provisions, terms, phrases, and expressions shall be subject to rules of construction as will fully implement the true intent and meaning of the parties to this Agreement, including, but not limited to, the following:

A. Words importing the singular number may extend and be applied to several persons or things, and words importing the plural number may include the singular.

B. Words importing the masculine gender may be applied to the feminine gender and to impersonal legal entities.

C. The word "month" means a calendar month, and the word "year" means a calendar year, unless otherwise expressed.

### Article XXVI.

*City Council approval.*

This Agreement was authorized by the City Council of the City of Chicago, on the ............day of .................... A.D. 19........ Council Journal page........

In Witness Whereof, the parties hereto have caused this Agreement to be executed under their respective seals on the day and year first above written.

City of Chicago, a municipal corporation.
By: ........................................
Commissioner of Streets and Sanitation
By: ........................................
City Comptroller
Operator:
By: ........................................
Title
By: ........................................
Attest Title
(Corporate seal)
Approved:
..................................................
Independent Engineer
Approved as to form and legality, except as to property description and execution:
..................................................
Assistant Corporation Counsel

ACKNOWLEDGMENT BY PRINCIPAL IF AN INDIVIDUAL

State of Illinois }
} ss
County of Cook }

I, ..........................................., a Notary Public in and for the County and State aforesaid, Do Hereby Certify that ...................................................... who is personally known to me to be the same person whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial seal, this ................ day of ....................................... A.D. 1969.

..................................................
Notary Public
My Commission Expires..........

SECTION 2. This ordinance shall be effective from and after the date of its passage.

## Execution of Parking Facility Operator's Lease Agreement Authorized for Parking Facility No. 39.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on December 30, 1969, page 7345, recommending that the City Council pass a proposed ordinance transmitted with the committee's report [Proposed ordinance printed in Committee Pamphlet No. 19], to authorize execution of Parking Facility Operator's Lease Agreement for Parking Facility No. 39 for Year 1970.

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Singer, Fifielski, Kerwin, Wigoda, Sperling—39.

*Nays*—Aldermen Despres, Simon, Scholl, McCutcheon, Hoellen, O'Rourke—6.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Streets and Sanitation is hereby authorized and directed to execute on behalf of the City of Chicago, the City Comptroller to countersign, and the City Clerk to attest, upon approval of the Corporation Counsel as to form and legality, a Parking Facility Operator's Agreement between the City of Chicago and Sam D. Kaplan Auto Parks for Chicago Parking Facility No. 39 at No. 1217 N. Bosworth Avenue. Said agreement is attached to this ordinance and made a part hereof, the same as if incorporated herein.

### CITY OF CHICAGO
### PARKING FACILITY
### OPERATOR'S AGREEMENT

This Agreement, made this ........................ day of ..........................., A.D. 19...., between the City of Chicago, a municipal corporation of the State of Illinois (sometimes hereinafter referred to as "City"), and Sam D. Kaplan d/b/a, Sam D. Kaplan Auto Parks (sometimes hereinafter referred to as "Operator").

This Agreement Witnesseth:

That for and in consideration of the mutual promises, covenants, terms and conditions, both general and special, as hereinafter set forth, the City hereby grants to the Operator the privileges hereinafter described and the Operator agrees to assume the duties, responsibilities, and obligations as hereinafter set forth, with respect to the premises and parking facility described as follows:

1217 North Bosworth Avenue, Chicago, Illinois, known as City of Chicago Parking Facility No. 39.

This City of Chicago Parking Facility Operator's Agreement constitutes the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences shall be implied or impressed upon such Agreement that are not herein set forth.

The term of this Agreement shall be for the period of one (1) year beginning on the 1st day of January, 1970, and ending on the 31st day of December, 1970, unless said terms shall be sooner terminated as hereinafter provided.

### Article I.

*Definition of terms.*

A. "Bureau of Parking" means that agency of the City of Chicago, having management and control of the establishment, operation and maintenance of parking facilities.

B. "Commissioner" means the Commissioner of Streets and Sanitation of the City of Chicago, or any other official designated by the City Council to have administrative supervision over the Bureau of Parking.

C. "Operator" means any natural person, partnership, corporation, company or other legal entity who or which owns, controls, manages and directs the business of parking motor vehicles on public off-street parking lots, or in public off-street parking garages, or in other public off-street parking facilities.

### Article II.

*Assignment or transfer.*

The Operator shall not assign or transfer this Agreement nor any of the rights or privileges granted hereby, nor enter into any contract requiring or permitting the doing of any act hereunder by an independent contractor, unless otherwise expressly provided herein, without prior written approval signed by the Commissioner. If the Operator is a partnership or corporation or legal entity other than a natural person, and control of said entity changes at any time during the term hereof, the City may, at its option, deem and declare such change as a breach of this Agreement and take immediate possession of said premises and facility first hereinabove described. It is understood and agreed by and between the City and the Operator that nothing contained in this Agreement is intended or shall be construed as in any way creating or establishing the relationship of co-partners or joint venturers between the parties hereto.

### Article III.

*Present condition of premises.*

The Operator has examined the premises, facilities and appurtenances first hereinabove described, prior to and as a condition precedent to his acceptance and the execution of this Agreement, and is satisfied with the physical condition of said premises, and his taking possession shall constitute conclusive evidence of his receipt thereof in safe and sanitary condition, and in good order and repair, unless otherwise specified herein. The Operator agrees and admits that no representations as to condition or repair have been made by the City or its officers, employees or agents, which are not herein expressed or endorsed hereon, and that no promises to decorate, alter, repair or improve said premises, before, at or after the execution of this Agreement by the parties, not expressly contained herein, have been made by the City or its officers, employees or agents.

### Article IV.

*Future condition of premises.*

The Operator shall keep the premises, facility and appurtenances first hereinabove described in a safe, sanitary and sightly condition, and in good repair, and shall yield the same back to the City upon the termination of this Agreement in such condition and repair, ordinary wear and tear excepted. If said premises and facility shall not be so kept by the Operator, the City may enter the premises (without such entry constituting a termination of the privileges herein granted or an interference with the possession of or construction or other eviction from said premises and facility) and do all things necessary to restore said premises and facility to the condition herein required.

### Article V.

*Signs and advertising.*

The Operator shall not permit or place, post or cause to be placed or posted any sign, billboard, poster, advertising material or similar devices in view of the general public on, in or about the premises and facility without prior written approval signed by the Commissioner. Any such sign, billboard, poster, advertising material or similar devices not authorized by him may be removed by the City and all cost and expense resulting therefrom shall be charged to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses in addition to the rent and charges otherwise reserved in this Agreement. The City hereby reserves the right to erect and maintain such signs or billboards on the premises and facility, from time to time, as the Commissioner may deem advisable.

### Article VI.

*Alterations and additions.*

The Operator shall make no alterations or additions to the premises and facility first hereinabove described without the prior consent of the City as evidenced by approval in writing signed by the Commissioner. All alterations and additions shall remain as part of said premises and facility unless the City shall otherwise elect, as evidenced by prior approval in writing signed by the Commissioner. Said alterations and additions shall include, but are not limited to, locks, bolts and all fixtures.

### Article VII.

*Maintenance by Operator.*

The Operator agrees to maintain the premises and facility, advancing funds therefor, reimbursement being subject to all provisions of this Agreement, from day to day in good condition and repair and agrees to do all things necessary toward that end, particularly, but not limited to, the following:

A. Maintain all wheel stops and blocks.
B. Maintain and care for all planting.
C. Maintain all washrooms, toilets and rest rooms according to acceptable health standards.
D. Maintain the premises and facility in a clean, presentable condition, prevent accumulations of dirt, paper or trash of any kind upon the premises and facility.
E. Remove snow, ice and other obstructions from adjacent driveways and sidewalks. Said snow, ice and like debris to be removed shall not be placed upon the public ways or any portion thereof.
F. Make minor necessary repairs to plumbing, lighting and heating equipment. It is agreed by and between the parties that the Commissioner in his sole judgment shall determine whether a repair is minor or otherwise.
G. Advance payment for all utility services, including gas, heat, water and electricity, reimbursement being subject to all provisions of this Agreement.

Should the Operator fail to comply with any of the obligations listed above, the City may, after five (5) days notice to comply, in the event of non-compliance, enter upon said premises and take all steps necessary to insure compliance with the above obligations, in addition to other remedies set forth herein, charging the cost and expense of such entry and procedure to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses.

### Article VIII.

*Maintenance by City.*

The City agrees to maintain and pay for the following items of maintenance and equipment:

A. Maintain said facility in structural repair.
B. Make necessary major repairs to plumbing, lighting and heating.
C. Remove snow and ice, except from sidewalks and driveways.
D. Supply and maintain cash register.
E. Supply all parking tickets and other forms.
F. Supply and maintain pavement markings.
G. Supply electric light bulbs and replace said bulbs and fuses when necessary.
H. Maintain and replace all gates and barricades.
I. Maintain and keep in good working order the hoists, hoist equipment, lifts and elevators.
J. Maintain and keep in good working order all neon directional, informational, and advertising signs located in the interior or on the exterior of the facility.

### Article IX.

*Compliance with law; Liens.*

The Operator agrees to operate such facility as first hereinabove described in compliance at all times with this Agreement and all laws, statutes, ordinances and rules and regulations which are now in effect or which may be hereafter adopted, particularly, but not limited to, all rules and regulations of the Bureau of Parking, Department of Streets and Sanitation. The Operator agrees to keep premises, facility and appurtenances first hereinabove described free and clear of any and all liens in any way arising out of the Operator's use and maintenance thereof.

### Article X.

*Operation of facility.*

The Operator agrees to operate the facility subject to all provisions of this Agreement for the convenience of the public during the terms hereof and shall use and occupy the above premises solely for off-street parking of motor vehicles. The Operator shall use his best efforts to secure, maintain and develop the parking business conducted by him under the terms of this Agreement and to increase the same whenever and wherever possible, and shall refrain from and prevent the diversion of any such parking business from the facility whenever possible.

### Article XI.

*Hours of operation.*

The Operator agrees to operate the facility twenty-four (24) hours a day, seven (7) days a week, holidays included. The actual hours of operation will be determined by the Commissioner and may be changed from time to time at his sole discretion. Such change shall take effect within forty-eight (48) hours, Sundays and holidays excluded, after written notice thereof is received by the operator.

### Article XII.

*Vehicle parking.*

At no time shall the Operator remove or permit or cause to be removed from the premises and facility any vehicle placed thereon for parking purposes without the express consent of the owner or operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator enter or drive, or permit or cause to be entered or driven, any vehicle which has been placed upon the premises for the purpose of self-parking, without the express consent of the owner or operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator accept or cause to be accepted for parking any commercial vehicles, except with the prior written approval signed by the Commissioner. At no time shall the Operator permit or cause to be permitted the parking of any vehicle whatsoever on or in the premises and facility free of charge.

### Article XIII.

*Operator's employees.*

A. The Operator hereby agrees to select, employ and pay such personnel as may be required in the operation of the facility first hereinabove mentioned, unless otherwise specifically provided for in this Agreement. The Operator agrees further that in performing the covenants, promises and conditions under this Agreement, he shall not discriminate against any worker, employee or applicant, nor against any member of the public, on account of race, creed, color or national origin, nor otherwise commit an unfair employment practice.

B. The Operator agrees further to do or cause to be done the following:

1. To supervise, direct and manage the activities of his employees in such manner as to provide prompt, safe, efficient and courteous services as will be adequate to meet all reasonable demands for parking services on the premises and facility, and to provide a sufficient number of said employees as to enable such services to be provided at all times of the operation of said facility.
2. To cause and require all employees serving as attendants on the premises and facility to wear uniforms, caps and badges to be supplied by and at the expense of the Operator and to require said employees at all times to present a neat and clean appearance. The color and design of said uniforms, caps and badges shall be first approved in writing signed by the Commissioner.

### Article XIV.

*Insurance.*

A. The City, at the time or prior to the execution of this Agreement, agrees to furnish all the insurance required under this Agreement and this Article, to be paid from the revenues resulting from the operation of the facility first hereinabove described. All policies of insurance shall name the beneficiary as indicated below and shall be delivered to and held by the City Comptroller. Said insurance shall be placed only with such insurance companies as are approved from time to time by the City Comptroller.

B. Each such insurance policy as set forth in this Article shall contain a provision to the effect that said insurance cannot be cancelled unless the City Comptroller has been notified not less than thirty (30) days prior to the intended cancellation date.

C. In the event that any additional premiums or audits shall be required, the same shall be paid by the City of Chicago from the revenues resulting from the operation of said facility; any return premiums or audits shall be paid to the City of Chicago, for deposit into an appropriate revenue fund.

D. The insurance to be provided as set forth in this Article shall include the following coverages to be maintained during the life of this Agreement:

1. Workmen's Compensation and Occupational Disease Insurance in the names of the City and Operator as insured parties, covering all employees engaged in any work pursuant to this Agreement; liability coverage to be not less than $100,000.00.

2. Fire, Extended Coverage, Vandalism and Malicious Mischief, in the name of the City as the insured party, with not less than eighty (80) percent co-insurance on all buildings included in said facility; liability coverage to be not less than $5,000.00.

3. Not applicable to this contract.

4. Not applicable to this contract.

5. Garage Keeper's Legal Liability, Fire and Explosion, Theft of Automobile, and Combined Coverage, in the names of the City and Operator as insured parties, to include riot, civil commotion, vandalism and malicious mischief with a $25.00 deductible provision, and a $100.00 deductible provision for collision and upset.

6. Plate glass coverage, in the names of the City and Operator as insured parties, fully covering all plate glass of the facility.

7. Commercial Blanket Fidelity Bond, in the name of the Operator as the insured party, covering all employees; liability coverage to be not less than $25,000.00.

8. Broad Form Money and Securities Insurance, in the name of the Operator as the insured party, covering interior and exterior locations, if necessary, liability coverage to be not less than $1,000.00.

9. Comprehensive Public Liability and Property Damage Insurance, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries from any one accident; and $50,000.00 for property damage resulting from any one accident.

10. Owner's or Landlord's Protective Policy, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries resulting from any one accident; and $50,000.00 for property damage resulting from any one accident.

11. Not applicable to this contract.

### Article XV.

*Destruction of facilities.*

A. In the event the premises and facility or a part thereof shall become damaged or destroyed by fire, explosion, or other casualty, and if the Commissioner determines in his sole judgment that said damages can be repaired within a reasonable time, upon notification thereof, the Operator agrees to submit plans and specifications for approval by the Commissioner, which are necessary to restore the premises and facility to the condition which existed prior to said damage, and agrees to make all repairs according to said plans and specifications after approval by the Commissioner. Failure of the Operator to submit said plans and specifications to the Commissioner within ten (10) days after the casualty above described, or failure to commence said restoration work within five (5) days after the Operator has received the plans and specifications as approved by the Commissioner, or failure to complete such restoration work within a reasonable time, will constitute an abandonment by the Operator.

B. The cost of such repairs and restoration described in this Article shall be paid from the funds received by the City and Operator under insurance policies to the extent said costs are thereunder covered. Should any balance of costs remain which are not covered by said insurance policies, fifty (50) percent of said balance shall be paid by the City and fifty (50) percent shall be paid by the Operator.

C. Notwithstanding the foregoing provisions, in the event of a casualty described in Paragraph A of this Article, the Commissioner may elect, in his sole judgment, to consider said premises and facility beyond repair and refuse to permit the repair, reconstruction or restoration of said premises and facility, and upon written notice of said election from the Commissioner to the Operator within thirty (30) days from the date of said casualty, the obligation of the operator to pay such rent and charges as are hereinafter reserved to the City shall cease and this Agreement shall thereupon terminate; provided, however, that all rents and charges theretofore accrued shall remain due and payable by the Operator forthwith.

### Article XVI.

*Indemnification.*

The Operator shall assume all risks incident to or in connection with his business to be conducted hereunder and shall be solely responsible for all accidents or injuries of whatsoever kind or nature as may be sustained by any persons or property and the Operator shall indemnify, defend and save harmless the City, its officers, agents and employees from any and all claims, suits, losses or damages arising from said accidents or injuries of whatsoever kind or nature, arising directly or indirectly out of the operation of said business, or resulting from the carelessness, negligence or improper conduct of the City, Operator or any of their officers, agents or employees. Said Operator shall also indemnify, defend and save harmless the City, its officers, agents and employees from any penalties for violation of any law, statute, ordinance or regulation affecting its operations.

### Article XVII.

*Operator's Performance Bond.*

The Operator shall deliver to the City at the time of or prior to the execution of this Agreement an approved Government Bond payable to bearer or the City of Chicago or, in lieu thereof, a Performance Bond approved by the City Comptroller and the Corporation Counsel in the amount of $1,000.00. Said bond shall be conditioned upon the full and faithful performance by the Operator of each and every covenant, promise, term, condition, undertaking and agreement set forth in this Agreement.

### Article XVIII.

*Parking fees and charges.*

The Operator hereby agrees to charge for parking vehicles on the premises and facility first hereinabove described the following fees, rates and charges, during the term of this Agreement:

A. *Transient.*

| | |
|---|---|
| First half hour | $0.05 |
| Second half hour | 0.05 |
| 2 hour parking | 0.20 |
| 4 hour packing | 0.25 |

B. *Monthly.*

For each one-month period ....................$7.50

C. It is understood and agreed that parking fees, rates and charges may be changed by the Commissioner when authorized and directed to do so by the City Council of the City of Chicago and the Operator agrees to make such changes when directed to do so by the Commissioner. Fees, rates and charges shall be put into effect within forty-eight (48) hours after written notification thereof has been given to the Operator by the Commissioner and shall remain in effect until changed by the Commissioner as herein provided.

### Article XIX.

*License fees, taxes and charges; budget; and compensation.*

A. *License fees, taxes and charges.*

The Operator shall advance all license fees, taxes and charges assessed under local ordinances and State and Federal statutes to the extent that they are applicable to the operation of the Facility. The Operator shall also secure armored car service for the daily collection of revenue from the Facility and advance payment for such services, the selection of the armored car service to be approved in writing by the Commissioner prior to the use thereof by the Operator.

B. *Budget.*

All expenses incurred or to be incurred by the Operator in anticipation of the advancement of funds under this Agreement shall be set forth in a budget for approval by the Commissioner on a form prescribed by the Commissioner, which shall include, but shall not be limited to, license fees, taxes, charges, employee payrolls and like expenses. The budget herein provided for shall be submitted no later than thirty (30) days following the execution of this Agreement and shall be supplemented from time to time so as to reflect such changes or additions as may become necessary or as requested by the Commissioner. The Operator shall submit such detailed supporting data as the Commissioner may request. Each expense item for which reimbursement is being claimed shall be designated as a reimbursable item on said budget. No expense item shall be reimbursed to the Operator unless approved by the Commissioner and the Independent Engineer.

C. *Compensation to Operator.*

For full and faithful performance of the provisions contained in this Agreement the Operator of Facility No. 39 shall be paid for the period of this Agreement 10.0% of all gross revenue collected.

D. *Settlement and reimbursement.*

The Operator's total fee and expense reimbursement shall be computed, finalized and settled for the entire period of this Agreement, specifically on the basis of actual results of the operation of the facility for the period covered by this Agreement, as determined by an examination of the books and records of the Operator by the City after the termination of said period; provided, however, that the City shall make monthly payments of fees and reimbursable expenses, with quarterly adjustments, which shall substantially cover the Operator's earned fees and actual reimbursable expenses for each month under the following procedure:

(1) It is estimated that the Operator's yearly management fee for Facility No. 39 will be approximately $580.00 and that the Operator's annual reimbursable expense will be approximately $3,500.00 making the total annual payment to the Operator to be approximately $4,080.00. The Operator shall receive a monthly reimbursement of one-twelfth of the total approximate yearly payment, or $340.00 on the tenth day of the following month for the first eleven months of the Agreement. The final settlement payment shall constitute the twelfth payment.

(2) At the end of the first three quarters of the period of this Agreement, the Operator shall submit to the City quarterly expense statements reflecting actual expenses incurred within each said quarter by the Operator for said facility. At the end of each quarter the Commissioner shall review actual management fees earned and expenses incurred and if, in his sole judgment, the estimated monthly reimbursement does not correctly reflect actual operations, he may appropriately adjust the monthly reimbursement to reflect actual operating conditions.

(3) At the end of the fourth quarter of the period of this Agreement, the Operator shall submit to the City the fourth quarterly reimbursable expense statement reflecting actual expenses incurred within said quarter. This quarterly statement, when combined with the three previously submitted quarterly statements, shall be used as the basis for computing the final settlement, subject to the aforementioned audit. Such audit shall be completed within 90 days after the expiration of this Agreement and final settlement shall be made within 120 days after this Agreement.

In the event that parking rates for Facility No. 39 are increased and are to take effect at any time during the period of this Agreement, this Article XIX shall be subject to review, adjustment and renegotiation by and between the City and the Operator with respect to compensation, and supplemental agreement by and between said parties shall be drawn for the approval of the City Council and execution by the parties.

### Article XX.

*Collection of fees and charges.*

All parking fees and charges made and collected by the Operator and his employees under the terms of this Agreement shall be deposited daily with the armored car service referred to in Article XIX. B. hereof and said armored car service shall deposit said fees and charges for credit to such appropriate revenue account as shall be designated by the Commissioner, said procedure set forth in further detail in the Rules and Regulations promulgated by the Bureau of Parking. All such parking fees and charges shall be made pursuant to parking tickets supplied by the City, which shall be time stamped by the Operator and his employees in accordance with the Rules and Regulations hereinabove referred to, with the exception of monthly charges, otherwise provided for therein.

### Article XXI.

*Operator's records.*

The Operator shall keep accurate records, books and accounts in conformity with a system approved by the Commissioner and agrees to permit authorized personnel of the City to examine said records, books and accounts at any reasonable time as a matter of right.

### Article XXII.

*Vacation and abandonment of premises.*

A. If the Operator shall vacate, desert or abandon the premises and facility, or shall permit the same to remain vacated, deserted or abandoned for a period of ten (10) days, or if the Operator shall breach any covenant, promise or condition set forth in this Agreement, or if the Operator shall default in the payment of any rent or charges payable by him under this Agreement, or if the Operator shall sell, assign or mortgage this Agreement or any provision hereof, or if the Operator shall be in default with respect to his performance of any covenants, promises or conditions contained in this Agreement, or if the Operator shall fail to comply with any of the statutes, ordinances, rules, orders, regulations or requirements of the Federal, State and City government, or any and all of their departments and bureaus applicable or pertinent to said premises and facility, or in the event of the death or incapacity of the Operator, then the Operator's right to possession of the premises and facility thereupon shall cease and terminate, with or without any notice or demand whatsoever if the City so elects, but not otherwise. In such event or events hereinabove set forth, whether this Agreement shall be terminated or not, the Operator agrees to surrender to the City possession of the premises and facility immediately without notice to quit or demand for possession of the premises and facility whatsoever, and the Operator hereby grants to the City full and free license to enter into and upon said premises and facility, or any part thereof, to take possession thereof and expel and remove the Operator or any other person who may be occupying the premises and facility or any part thereof, without resort to courts for an order sanctioning such action, and the City may use force in expelling and removing the Operator and such other person as may be reasonably necessary to accomplish said purpose. It is agreed by the Operator that said entry of the premises and facility by the City shall not constitute a trespass or forcible entry or detainer, nor shall it cause forfeiture of charges due by virtue of the provisions of this Agreement, nor a waiver of any covenant, agreement or promise in this Agreement to be performed by the Operator.

B. The Operator hereby waives all notice of any election made by the City under this Agreement, demand for revenues or other charges reserved under this Agreement, notice to quit, demand for possession, and any and all notices and demands whatsoever, of every kind and nature, which may or shall be required by any statute of this State relating to forcible entry and detainer, or to landlord and tenant, or any other statute, or under the common law, during the term of this Agreement. The acceptance of any rents or charges reserved by the City under this Agreement, whether in a single instance or repeatedly, after they shall fall due, or after knowledge of any breach hereof by the Operator, or giving or making of any notice or demand, whether according to any statutory provisions or not, or any act or series of acts, except an express written waiver, shall not be construed as a waiver of the City's right to act without notice or demand or any other right hereby given the City, or as an election not to proceed under the provisions of this Agreement.

D. If the Operator shall file a petition in bankruptcy or shall be involuntarily placed in bankruptcy, or shall be adjudicated a bankrupt, or shall make an assignment for the benefit of creditors, or shall take advantage of any provisions in any statute or ordinance for the advantage of insolvent persons, the City may elect to terminate this Agreement and the term hereof and take immediate possession of the premises facility and appurtenances without notice.

E. In the event the City elects to terminate this Agreement because of a violation of any provisions of this Article, upon such termination the Operator shall compensate the City for any loss in revenue as may be sustained by reason of such termination and provision for such compensation shall be made a condition of the Performance Bond referred to in Article XVII of this Agreement.

F. It is further agreed by and between the parties that the rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

### Article XXIII.

*Costs, expenses and attorney's fees.*

The Operator agrees to pay and discharge all costs, expenses and attorney's fees which shall be incurred and expended by the City in enforcing the covenants, promises and conditions of this Agreement, whether by the institution of litigation or in taking of advice of counsel, or otherwise.

### Article XXIV.

*Notices.*

Notices to the City provided under this Agreement may be sent by registered mail, postage prepaid, addressed to the Commissioner of Streets and Sanitation, Room 707, City Hall, Chicago, Illinois 60602, and notices to the Operator provided for in this Agreement may be sent by registered mail, postage prepaid, addressed to the Operator at: Sam D. Kaplan Auto Parks, 188 Randolph Tower, Chicago, Illinois, or in either case to such other respective parties and addresses as the parties hereto may designate in writing from time to time. Such notices shall be deemed to have been given when deposited in any United States Post Office.

### Article XXV.

*Construction of Agreement.*

It is agreed by and between the parties hereto that all general provisions, terms, phrases, and expressions shall be subject to rules of construction as will fully implement the true intent and meaning of the parties to this Agreement, including, but not limited to, the following:

A. Words importing the singular number may extend and be applied to several persons or things, and words importing the plural number may include the singular.

B. Words importing the masculine gender may be applied to the feminine gender and to impersonal legal entities.

C. The word "month" means a calendar month, and the word "year" means a calendar year, unless otherwise expressed.

### Article XXVI.

*City Council approval.*

This Agreement was authorized by the City Council of the City of Chicago, on the ............day of ................... A.D. 19........ Council Journal page........

In Witness Whereof, the parties hereto have caused this Agreement to be executed under their respective seals on the day and year first above written.

City of Chicago, a municipal corporation.
By: ........................................
Commissioner of Streets and Sanitation
By: ........................................
City Comptroller
Operator:
By: ........................................
Title
By: ........................................
Attest Title
(Corporate seal)

Approved:

..................................................
Independent Engineer

Approved as to form and legality, except as to property description and execution:

..................................................
Assistant Corporation Counsel

ACKNOWLEDGMENT BY PRINCIPAL IF AN INDIVIDUAL

State of Illinois }
}ss
County of Cook }

I, .........................................., a Notary Public in and for the County and State aforesaid, Do Hereby Certify that ...................................................... who is personally known to me to be the same person whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial seal, this ............... day of ........................................ A.D. 1969.

..................................................
Notary Public
My Commission Expires..........

SECTION 2. This ordinance shall be effective from and after the date of its passage.

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### Execution of Parking Facility Operator's Lease Agreement Authorized for Parking Facility No. 40.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on December 30, 1969, page 7345, recommending that the City Council pass a proposed ordinance transmitted with the committee's report [Proposed ordinance printed in Committee Pamphlet No. 19], to authorize execution of Parking Facility Operator's Lease Agreement for Parking Facility No. 40 for Year 1970.

On motion of Alderman Keane said proposed ordinance was *Passed*, by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Singer, Fifielski, Kerwin, Wigoda, Sperling—39.

*Nays*—Aldermen Despres, Simon, Scholl, McCutcheon, Hoellen, O'Rourke—6.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost*.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Streets and Sanitation is hereby authorized and directed to execute on behalf of the City of Chicago, the City Comptroller to countersign, and the City Clerk to attest, upon approval of the Corporation Counsel as to form and legality, a Parking Facility Operator's Agreement between the City of Chicago and Sam D. Kaplan Auto Parks for Chicago Parking Facility No. 40 at 1352 N. Bauwans Street. Said Agreement is attached to this ordinance and made a part hereof, the same as if incorporated herein.

CITY OF CHICAGO
PARKING FACILITY
OPERATOR'S AGREEMENT

This Agreement, made this ........................ day of ..........................., A.D. 19...., between the City of Chicago, a municipal corporation of the State of Illinois (sometimes hereinafter referred to as "City"), and Sam D. Kaplan d/b/a, Sam D. Kaplan Auto Parks (sometimes hereinafter referred to as "Operator").

This Agreement Witnesseth:

That for and in consideration of the mutual promises, covenants, terms and conditions, both general and special, as hereinafter set forth, the City hereby grants to the Operator the privileges hereinafter described and the Operator agrees to assume the duties, responsibilities, and obligations as hereinafter set forth, with respect to the premises and parking facility described as follows:

1352 North Bauwans Street, Chicago, Illinois, known as City of Chicago Parking Facility No. 40.

This City of Chicago Parking Facility Operator's Agreement constitutes the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences shall be implied or impressed upon such Agreement that are not herein set forth.

The term of this Agreement shall be for the period of one (1) year beginning on the 1st day of January, 1970, and ending on the 31st day of December, 1970, unless said terms shall be sooner terminated as hereinafter provided.

#### Article I.

*Definition of terms.*

A. "Bureau of Parking" means that agency of the City of Chicago, having management and control of the establishment, operation and maintenance of parking facilities.

B. "Commissioner" means the Commissioner of Streets and Sanitation of the City of Chicago, or any other official designated by the City Council to have administrative supervision over the Bureau of Parking.

C. "Operator" means any natural person, partnership, corporation, company or other legal entity who or which owns, controls, manages and directs the business of parking motor vehicles on public off-street parking lots, or in public off-street parking garages, or in other public off-street parking facilities.

#### Article II.

*Assignment or transfer.*

The Operator shall not assign or transfer this Agreement nor any of the rights or privileges granted hereby, nor enter into any contract requiring or permitting the doing of any act hereunder by an independent contractor, unless otherwise expressly provided herein, without prior written approval signed by the Commissioner. If the Operator is a partnership or corporation or legal entity other than a natural person, and control of said entity changes at any time during the term hereof, the City may, at its option, deem and declare such change as a breach of this Agreement and take immediate possession of said premises and facility first hereinabove described. It is understood and agreed by and between the City and the Operator that nothing contained in this Agreement is intended or shall be construed as in any way creating or establishing the relationship of co-partners or joint venturers between the parties hereto.

### Article III.

*Present condition of premises.*

The Operator has examined the premises, facilities and appurtenances first hereinabove described, prior to and as a condition precedent to his acceptance and the execution of this Agreement, and is satisfied with the physical condition of said premises, and his taking possession shall constitute conclusive evidence of his receipt thereof in safe and sanitary condition, and in good order and repair, unless otherwise specified herein. The Operator agrees and admits that no representations as to condition or repair have been made by the City or its officers, employees or agents, which are not herein expressed or endorsed hereon, and that no promises to decorate, alter, repair or improve said premises, before, at or after the execution of this Agreement by the parties, not expressly contained herein, have been made by the City or its officers, employees or agents.

### Article IV.

*Future condition of premises.*

The Operator shall keep the premises, facility and appurtenances first hereinabove described in a safe, sanitary and sightly condition, and in good repair, and shall yield the same back to the City upon the termination of this Agreement in such condition and repair, ordinary wear and tear excepted. If said premises and facility shall not be so kept by the Operator, the City may enter the premises (without such entry constituting a termination of the privileges herein granted or an interference with the possession of or construction or other eviction from said premises and facility) and do all things necessary to restore said premises and facility to the condition herein required.

### Article V.

*Signs and advertising.*

The Operator shall not permit or place, post or cause to be placed or posted any sign, billboard, poster, advertising material or similar devices in view of the general public on, in or about the premises and facility without prior written approval signed by the Commissioner. Any such sign, billboard, poster, advertising material or similar devices not authorized by him may be removed by the City and all cost and expense resulting therefrom shall be charged to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses in addition to the rent and charges otherwise reserved in this Agreement. The City hereby reserves the right to erect and maintain such signs or billboards on the premises and facility, from time to time, as the Commissioner may deem advisable.

### Article VI.

*Alterations and additions.*

The Operator shall make no alterations or additions to the premises and facility first hereinabove described without the prior consent of the City as evidenced by approval in writing signed by the Commissioner. All alterations and additions shall remain as part of said premises and facility unless the City shall otherwise elect, as evidenced by prior approval in writing signed by the Commissioner. Said alterations and additions shall include, but are not limited to, locks, bolts and all fixtures.

### Article VII.

*Maintenance by Operator.*

The Operator agrees to maintain the premises and facility, advancing funds therefor, reimbursement being subject to all provisions of this Agreement, from day to day in good condition and repair and agrees to do all things necessary toward that end, particularly, but not limited to, the following:

A. Maintain all wheel stops and blocks.
B. Maintain and care for all planting.
C. Maintain all washrooms, toilets and rest rooms according to acceptable health standards.
D. Maintain the premises and facility in a clean, presentable condition, prevent accumulations of dirt, paper or trash of any kind upon the premises and facility.
E. Remove snow, ice and other obstructions from adjacent driveways and sidewalks. Said snow, ice and like debris to be removed shall not be placed upon the public ways or any portion thereof.
F. Make minor necessary repairs to plumbing, lighting and heating equipment. It is agreed by and between the parties that the Commissioner in his sole judgment shall determine whether a repair is minor or otherwise.
G. Advance payment for all utility services, including gas, heat, water and electricity, reimbursement being subject to all provisions of this Agreement.

Should the Operator fail to comply with any of the obligations listed above, the City may, after five (5) days notice to comply, in the event of non-compliance, enter upon said premises and take all steps necessary to insure compliance with the above obligations, in addition to other remedies set forth herein, charging the cost and expense of such entry and procedure to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses.

### Article VIII.

*Maintenance by City.*

The City agrees to maintain and pay for the following items of maintenance and equipment:

A. Maintain said facility in structural repair.
B. Make necessary major repairs to plumbing, lighting and heating.
C. Remove snow and ice, except from sidewalks and driveways.
D. Supply and maintain cash register.
E. Supply all parking tickets and other forms.
F. Supply and maintain pavement markings.
G. Supply electric light bulbs and replace said bulbs and fuses when necessary.
H. Maintain and replace all gates and barricades.
I. Maintain and keep in good working order the hoists, hoist equipment, lifts and elevators.
J. Maintain and keep in good working order all neon directional, informational, and advertising signs located in the interior or on the exterior of the facility.

### Article IX.

*Compliance with law; Liens.*

The Operator agrees to operate such facility as first hereinabove described in compliance at all times with this Agreement and all laws, statutes, ordinances and rules and regulations which are now in effect or which may be hereafter adopted, particularly, but not limited to, all rules and regulations of the Bureau of Parking, Department of Streets and Sanitation. The Operator agrees to keep premises, facility and appurtenances first hereinabove described free and clear of any and all liens in any way arising out of the Operator's use and maintenance thereof.

### Article X.

*Operation of facility.*

The Operator agrees to operate the facility subject to all provisions of this Agreement for the convenience of the public during the terms hereof and shall use and occupy the above premises solely for off-street parking of motor vehicles. The Operator shall use his best efforts to secure, maintain and develop the parking business conducted by him under the terms of this Agreement and to increase the same whenever and wherever possible, and shall refrain from and prevent the diversion of any such parking business from the facility whenever possible.

### Article XI.

*Hours of operation.*

The Operator agrees to operate the facility twenty-four (24) hours a day, seven (7) days a week, holidays included. The actual hours of operation will be determined by the Commissioner and may be changed from time to time at his sole discretion. Such change shall take effect within forty-eight (48) hours, Sundays and holidays excluded, after written notice thereof is received by the operator.

### Article XII.

*Vehicle parking.*

At no time shall the Operator remove or permit or cause to be removed from the premises and facility any vehicle placed thereon for parking purposes without the express consent of the owner or operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator enter or drive, or permit or cause to be entered or driven, any vehicle which has been placed upon the premises for the purpose of self-parking, without the express consent of the owner or operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator accept or cause to be accepted for parking any commercial vehicles, except with the prior written approval signed by the Commissioner. At no time shall the Operator permit or cause to be permitted the parking of any vehicle whatsoever on or in the premises and facility free of charge.

### Article XIII.

*Operator's employees.*

A. The Operator hereby agrees to select, employ and pay such personnel as may be required in the operation of the facility first hereinabove mentioned, unless otherwise specifically provided for in this Agreement. The Operator agrees further that in performing the covenants, promises and conditions under this Agreement, he shall not discriminate against any worker, employee or applicant, nor against any member of the public, on account of race, creed, color or national origin, nor otherwise commit an unfair employment practice.

B. The Operator agrees further to do or cause to be done the following:

1. To supervise, direct and manage the activities of his employees in such manner as to provide prompt, safe, efficient and courteous services as will be adequate to meet all reasonable demands for parking services on the premises and facility, and to provide a sufficient number of said employees as to enable such services to be provided at all times of the operation of said facility.
2. To cause and require all employees serving as attendants on the premises and facility to wear uniforms, caps and badges to be supplied by and at the expense of the Operator and to require said employees at all times to present a neat and clean appearance. The color and design of said uniforms, caps and badges shall be first approved in writing signed by the Commissioner.

### Article XIV.

*Insurance.*

A. The City, at the time or prior to the execution of this Agreement, agrees to furnish all the insurance required under this Agreement and this Article, to be paid from the revenues resulting from the operation of the facility first hereinabove described. All policies of insurance shall name the beneficiary as indicated below and shall be delivered to and held by the City Comptroller. Said insurance shall be placed only with such insurance companies as are approved from time to time by the City Comptroller.

B. Each such insurance policy as set forth in this Article shall contain a provision to the effect that said insurance cannot be cancelled unless the City Comptroller has been notified not less than thirty (30) days prior to the intended cancellation date.

C. In the event that any additional premiums or audits shall be required, the same shall be paid by the City of Chicago from the revenues resulting from the operation of said facility; any return premiums or audits shall be paid to the City of Chicago, for deposit into an appropriate revenue fund.

D. The insurance to be provided as set forth in this Article shall include the following coverages to be maintained during the life of this Agreement:

1. Workmen's Compensation and Occupational Disease Insurance in the names of the City and Operator as insured parties, covering all employees engaged in any work pursuant to this Agreement; liability coverage to be not less than $100,000.00.

2. Fire, Extended Coverage, Vandalism and Malicious Mischief, in the name of the City as the insured party, with not less than eighty (80) percent co-insurance on all buildings included in said facility; liability coverage to be not less than $5,000.00.

3. Not applicable to this contract.

4. Not applicable to this contract.

5. Garage Keeper's Legal Liability, Fire and Explosion, Theft of Automobile, and Combined Coverage, in the names of the City and Operator as insured parties, to include riot, civil commotion, vandalism and malicious mischief with a $25.00 deductible provision, and a $100.00 deductible provision for collision and upset.

6. Plate glass coverage, in the names of the City and Operator as insured parties, fully covering all plate glass of the facility.

7. Commercial Blanket Fidelity Bond, in the name of the Operator as the insured party, covering all employees; liability coverage to be not less than $25,000.00.

8. Broad Form Money and Securities Insurance, in the name of the Operator as the insured party, covering interior and exterior locations, if necessary, liability coverage to be not less than $1,000.00.

9. Comprehensive Public Liability and Property Damage Insurance, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries from any one accident; and $50,000.00 for property damage resulting from any one accident.

10. Owner's or Landlord's Protective Policy, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries resulting from any one accident; and $50,000.00 for property damage resulting from any one accident.

11. Not applicable to this contract.

### Article XV.

*Destruction of facilities.*

A. In the event the premises and facility or a part thereof shall become damaged or destroyed by fire, explosion, or other casualty, and if the Commissioner determines in his sole judgment that said damages can be repaired within a reasonable time, upon notification thereof, the Operator agrees to submit plans and specifications for approval by the Commissioner, which are necessary to restore the premises and facility to the condition which existed prior to said damage, and agrees to make all repairs according to said plans and specifications after approval by the Commissioner. Failure of the Operator to submit said plans and specifications to the Commissioner within ten (10) days after the casualty above described, or failure to commence said restoration work within five (5) days after the Operator has received the plans and specifications as approved by the Commissioner, or failure to complete such restoration work within a reasonable time, will constitute an abandonment by the Operator.

B. The cost of such repairs and restoration described in this Article shall be paid from the funds received by the City and Operator under insurance policies to the extent said costs are thereunder covered. Should any balance of costs remain which are not covered by said insurance policies, fifty (50) percent of said balance shall be paid by the City and fifty (50) percent shall be paid by the Operator.

C. Notwithstanding the foregoing provisions, in the event of a casualty described in Paragraph A of this Article, the Commissioner may elect, in his sole judgment, to consider said premises and facility beyond repair and refuse to permit the repair, reconstruction or restoration of said premises and facility, and upon written notice of said election from the Commissioner to the Operator within thirty (30) days from the date of said casualty, the obligation of the operator to pay such rent and charges as are hereinafter reserved to the City shall cease and this Agreement shall thereupon terminate; provided, however, that all rents and charges theretofore accrued shall remain due and payable by the Operator forthwith.

### Article XVI.

*Indemnification.*

The Operator shall assume all risks incident to or in connection with his business to be conducted hereunder and shall be solely responsible for all accidents or injuries of whatsoever kind or nature as may be sustained by any persons or property and the Operator shall indemnify, defend and save harmless the City, its officers, agents and employees from any and all claims, suits, losses or damages arising from said accidents or injuries of whatsoever kind or nature, arising directly or indirectly out of the operation of said business, or resulting from the carelessness, negligence or improper conduct of the City, Operator or any of their officers, agents or employees. Said Operator shall also indemnify, defend and save harmless the City, its officers, agents and employees from any penalties for violation of any law, statute, ordinance or regulation affecting its operations.

### Article XVII.

*Operator's Performance Bond.*

The Operator shall deliver to the City at the time of or prior to the execution of this Agreement an approved Government Bond payable to bearer or the City of Chicago or, in lieu thereof, a Performance Bond approved by the City Comptroller and the Corporation Counsel in the amount of $1,000.00. Said bond shall be conditioned upon the full and faithful performance by the Operator of each and every covenant, promise, term, condition, undertaking and agreement set forth in this Agreement.

### Article XVIII.

*Parking fees and charges.*

The Operator hereby agrees to charge for parking vehicles on the premises and facility first hereinabove described the following fees, rates and charges, during the term of this Agreement:

| | |
|---|---|
| A. *Transient.* | |
| First half hour | $0.10 |
| Second half hour | 0.10 |
| Each hour thereafter | 0.10 |
| B. *Monthly.* | |
| For each one-month period | $10.00 |
| Special group rate | 7.50 |

C. It is understood and agreed that parking fees, rates and charges may be changed by the Commissioner when authorized and directed to do so by the City Council of the City of Chicago and the Operator agrees to make such changes when directed to do so by the Commissioner. Fees, rates and charges shall be put into effect within forty-eight (48) hours after written notification thereof has been given to the Operator by the Commissioner and shall remain in effect until changed by the Commissioner as herein provided.

### Article XIX.

*License fees, taxes and charges; budget; and compensation.*

A. *License fees, taxes and charges.*

The Operator shall advance all license fees, taxes and charges assessed under local ordinances and State and Federal statutes to the extent that they are applicable to the operation of the Facility. The Operator shall also secure armored car service for the daily collection of revenue from the Facility and advance payment for such services, the selection of the armored car service to be approved in writing by the Commissioner prior to the use thereof by the Operator.

B. *Budget.*

All expenses incurred or to be incurred by the Operator in anticipation of the advancement of funds under this Agreement shall be set forth in a budget for approval by the Commissioner on a form prescribed by the Commissioner, which shall include, but shall not be limited to, license fees, taxes, charges, employee payrolls and like expenses. The budget herein provided for shall be submitted no later than thirty (30) days following the execution of this Agreement and shall be supplemented from time to time so as to reflect such changes or additions as may become necessary or as requested by the Commissioner. The Operator shall submit such detailed supporting data as the Commissioner may request. Each expense item for which reimbursement is being claimed shall be designated as a reimbursable item on said budget. No expense item shall be reimbursed to the Operator unless approved by the Commissioner and the Independent Engineer.

C. *Compensation to Operator.*

For full and faithful performance of the provision contained in this Agreement the Operator of Facility No. 40 shall be paid for the period of this Agreement 10.0% of all gross revenue collected.

D. *Settlement and reimbursement.*

The Operator's total fee and expense reimbursement shall be computed, finalized and settled for the entire period of this Agreement, specifically on the basis of actual results of the operation of the facility for the period covered by this Agreement, as determined by an examination of the books and records of the Operator by the City after the termination of said period; provided, however, that the City shall make monthly payments of fees and reimbursable expenses, with quarterly adjustments, which shall substantially cover the Operator's earned fees and actual reimbursable expenses for each month under the following procedure:

(1) It is estimated that the Operator's yearly management fee for Facility No. 40 will be approximately $930.00 and that the Operator's annual reimbursable expense will be approximately $9,570.00 making the total annual payment to the Operator to be approximately $10,500.00. The Operator shall receive a monthly reimbursement of one-twelfth of the total approximate yearly payment, or $875.00 on the tenth day of the following month for the first eleven months of the Agreement. The final settlement payment shall constitute the twelfth payment.

(2) At the end of the first three quarters of the period of this Agreement, the Operator shall submit to the City quarterly expense statements reflecting actual expenses incurred within each said quarter by the Operator for said facility. At the end of each quarter the Commissioner shall review actual management fees earned and expenses incurred and if, in his sole judgment, the estimated monthly reimbursement does not correctly reflect actual operations, he may appropriately adjust the monthly reimbursement to reflect actual operating conditions.

(3) At the end of the fourth quarter of the period of this Agreement, the Operator shall submit to the City the fourth quarterly reimbursable expense statement reflecting actual expenses incurred within said quarter. This quarterly statement, when combined with the three previously submitted quarterly statements, shall be used as the basis for computing the final settlement, subject to the aforementioned audit. Such audit shall be completed within 90 days after the expiration of this Agreement and final settlement shall be made within 120 days after the expiration of this Agreement.

In the event that parking rates for Facility No. 40 are increased and are to take effect at any time during the period of this Agreement, this Article XIX shall be subject to review, adjustment and renegotiation by and between the City and the Operator with respect to compensation, and supplemental agreement by and between said parties shall be drawn for the approval of the City Council and execution by the parties.

## Article XX.

*Collection of fees and charges.*

All parking fees and charges made and collected by the Operator and his employees under the terms of this Agreement shall be deposited daily with the armored car service referred to in Article XIX. B. hereof and said armored car service shall deposit said fees and charges for credit to such appropriate revenue account as shall be designated by the Commissioner, said procedure set forth in further detail in the Rules and Regulations promulgated by the Bureau of Parking. All such parking fees and charges shall be made pursuant to parking tickets supplied by the City, which shall be time stamped by the Operator and his employees in accordance with the Rules and Regulations hereinabove referred to, with the exception of monthly charges, otherwise provided for therein.

## Article XXI.

*Operator's records.*

The Operator shall keep accurate records, books and accounts in conformity with a system approved by the Commissioner and agrees to permit authorized personnel of the City to examine said records, books and accounts at any reasonable time as a matter of right.

## Article XXII.

*Vacation and abandonment of premises.*

A. If the Operator shall vacate, desert or abandon the premises and facility, or shall permit the same to remain vacated, deserted or abandoned for a period of ten (10) days, or if the Operator shall breach any covenant, promise or condition set forth in this Agreement, or if the Operator shall default in the payment of any rent or charges payable by him under this Agreement, or if the Operator shall sell, assign or mortgage this Agreement or any provision hereof, or if the Operator shall be in default with respect to his performance of any covenants, promises or conditions contained in this Agreement, or if the Operator shall fail to comply with any of the statutes, ordinances, rules, orders, regulations or requirements of the Federal, State and City government, or any and all of their departments and bureaus applicable or pertinent to said premises and facility, or in the event of the death or incapacity of the Operator, then the Operator's right to possession of the premises and facility thereupon shall cease and terminate, with or without any notice or demand whatsoever if the City so elects, but not otherwise. In such event or events hereinabove set forth, whether this Agreement shall be terminated or not, the Operator agrees to surrender to the City possession of the premises and facility immediately without notice to quit or demand for possession of the premises and facility whatsoever, and the Operator hereby grants to the City full and free license to enter into and upon said premises and facility, or any part thereof, to take possession thereof and expel and remove the Operator or any other person who may be occupying the premises and facility or any part thereof, without resort to courts for an order sanctioning such action, and the City may use force in expelling and removing the Operator and such other person as may be reasonably necessary to accomplish said purpose. It is agreed by the Operator that said entry of the premises and facility by the City shall not constitute a trespass or forcible entry or detainer, nor shall it cause forfeiture of charges due by virtue of the provisions of this Agreement, nor a waiver of any covenant, agreement or promise in this Agreement to be performed by the Operator.

B. The Operator hereby waives all notice of any election made by the City under this Agreement, demand for revenues or other charges reserved under this Agreement, notice to quit, demand for possession, and any and all notices and demands whatsoever, of every kind and nature, which may or shall be required by any statute of this State relating to forcible entry and detainer, or to landlord and tenant, or any other statute, or under the common law, during the term of this Agreement. The acceptance of any rents or charges reserved by the City under this Agreement, whether in a single instance or repeatedly, after they shall fall due, or after knowledge of any breach hereof by the Operator, or giving or making of any notice or demand, whether according to any statutory provisions or not, or any act or series of acts, except an express written waiver, shall not be construed as a waiver of the City's right to act without notice or demand or any other right hereby given the City, or as an election not to proceed under the provisions of this Agreement.

D. If the Operator shall file a petition in bankruptcy or shall be involuntarily placed in bankruptcy, or shall be adjudicated a bankrupt, or shall make an assignment for the benefit of creditors, or shall take advantage of any provisions in any statute or ordinance for the advantage of insolvent persons, the City may elect to terminate this Agreement and the term hereof and take immediate possession of the premises facility and appurtenances without notice.

E. In the event the City elects to terminate this Agreement because of a violation of any provisions of this Article, upon such termination the Operator shall compensate the City for any loss in revenue as may be sustained by reason of such termination and provision for such compensation shall be made a condition of the Performance Bond referred to in Article XVII of this Agreement.

F. It is further agreed by and between the parties that the rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

### Article XXIII.

*Costs, expenses and attorney's fees.*

The Operator agrees to pay and discharge all costs, expenses and attorney's fees which shall be incurred and expended by the City in enforcing the covenants, promises and conditions of this Agreement, whether by the institution of litigation or in taking of advice of counsel, or otherwise.

### Article XXIV.

*Notices.*

Notices to the City provided under this Agreement may be sent by registered mail, postage prepaid, addressed to the Commissioner of Streets and Sanitation, Room 707, City Hall, Chicago, Illinois, 60602, and notices to the Operator provided for in this Agreement may be sent by registered mail, postage prepaid, addressed to the Operator at: Sam D. Kaplan Auto Parks, 188 Randolph Tower, Chicago, Illinois, or in either case to such other respective parties and addresses as the parties hereto may designate in writing from time to time. Such notices shall be deemed to have been given when deposited in any United States Post Office.

### Article XXV.

*Construction of Agreement.*

It is agreed by and between the parties hereto that all general provisions, terms, phrases, and expressions shall be subject to rules of construction as will fully implement the true intent and meaning of the parties to this Agreement, including, but not limited to, the following:

A. Words importing the singular number may extend and be applied to several persons or things, and words importing the plural number may include the singular.

B. Words importing the masculine gender may be applied to the feminine gender and to impersonal legal entities.

C. The word "month" means a calendar month, and the word "year" means a calendar year, unless otherwise expressed.

### Article XXVI.

*City Council approval.*

This Agreement was authorized by the City Council of the City of Chicago, on the ............day of .................... A.D. 19........ Council Journal page........

In Witness Whereof, the parties hereto have caused this Agreement to be executed under their respective seals on the day and year first above written.

City of Chicago, a municipal corporation.
By: ..........................................
Commissioner of Streets and Sanitation
By: ..........................................
City Comptroller
Operator:
By: ..........................................
Title
By: ..........................................
Attest Title
(Corporate seal)
Approved:
..................................................
Independent Engineer
Approved as to form and legality, except as to property description and execution:
..................................................
Assistant Corporation Counsel

ACKNOWLEDGMENT BY PRINCIPAL IF AN INDIVIDUAL

State of Illinois }
} ss
County of Cook }

I, .........................................., a Notary Public in and for the County and State aforesaid, Do Hereby Certify that .................................................... who is personally known to me to be the same person whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial seal, this ................ day of ...................................... A.D. 1969.

..................................................
Notary Public
My Commission Expires..........

SECTION 2. This ordinance shall be effective from and after the date of its passage.

### Execution of Parking Facility Operator's Lease Agreement Authorized for Parking Facility No. 42.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on December 30, 1969, page 7345, recommending that the City Council pass a proposed ordinance transmitted with the committee's report [Proposed ordinance printed in Committee Pamphlet No. 19], to authorize execution of Parking Facility Operator's Lease Agreement for Parking Facility No. 42 for Year 1970.

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Singer, Fifielski, Kerwin, Wigoda, Sperling—39.

*Nays*—Aldermen Despres, Simon, Scholl, McCutcheon, Hoellen, O'Rourke—6.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Streets and Sanitation is hereby authorized and directed to execute on behalf of the City of Chicago, the City Comptroller to countersign, and the City Clerk to attest, upon approval of the Corporation Counsel as to form and legality, a Parking Facility Operator's Agreement between the City of Chicago and G and J Parking for Chicago Parking Facility No. 42 at No. 4735 S. Vincennes Avenue. Said agreement is attached to this ordinance and made a part hereof, the same as if incorporated herein.

CITY OF CHICAGO
PARKING FACILITY
OPERATOR'S AGREEMENT

This Agreement, made this ........................ day of ..........................., A.D. 19...., between the City of Chicago, a municipal corporation of the State of Illinois (sometimes hereinafter referred to as "City"), and Harry and Narissa Johnson d/b/a, G. and J. Parking (sometimes hereinafter referred to as "Operator").

This Agreement Witnesseth:

That for and in consideration of the mutual promises, covenants, terms and conditions, both general and special as hereinafter set forth, the City hereby grants to the Operator the privileges hereinafter described and the Operator agrees to assume the duties, responsibilities, and obligations as hereinafter set forth, with respect to the premises and parking facility described as follows:

4735 South Vincennes Avenue, Chicago, Illinois, known as City of Chicago Parking Facility No. 42.

This City of Chicago Parking Facility Operator's Agreement constitutes the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences shall be implied or impressed upon such Agreement that are not herein set forth.

The term of this Agreement shall be for the period of one (1) year beginning on the 1st day of January, 1970, and ending on the 31st day of December, 1970, unless said terms shall be sooner terminated as hereinafter provided.

Article I.

*Definition of terms.*

A. "Bureau of Parking" means that agency of the City of Chicago, having management and control of the establishment, operation and maintenance of parking facilities.

B. "Commissioner" means the Commissioner of Streets and Sanitation of the City of Chicago, or any other official designated by the City Council to have administrative supervision over the Bureau of Parking.

C. "Operator" means any natural person, partnership, corporation, company or other legal entity who or which owns, controls, manages and directs the business of parking motor vehicles on public off-street parking lots, or in public off-street parking garages, or in other public off-street parking facilities.

Article II.

*Assignment or transfer.*

The Operator shall not assign or transfer this Agreement nor any of the rights or privileges granted hereby, nor enter into any contract requiring or permitting the doing of any act hereunder by an independent contractor, unless otherwise expressly provided herein, without prior written approval signed by the Commissioner. If the Operator is a partnership or corporation or legal entity other than a natural person, and control of said entity changes at any time during the term hereof, the City may, at its option, deem and declare such change as a breach of this Agreement and take immediate possession of said premises and facility first hereinabove described. It is understood and agreed by and between the City and the Operator that nothing contained in this Agreement is intended or shall be construed as in any way creating or establishing the relationship of co-partners or joint venturers between the parties hereto.

Article III.

*Present condition of premises.*

The Operator has examined the premises, facilities and appurtenances first hereinabove described, prior to and as a condition precedent to his acceptance and the execution of this Agreement, and is satisfied with the physical condition of said premises, and his taking possession shall constitute conclusive evidence of his receipt thereof in safe and sanitary condition, and in good order and repair, unless otherwise specified herein. The Operator agrees and admits that no representations as to condition or repair have been made by the City or its officers, employees or agents, which are not herein expressed or endorsed hereon, and that no promises to decorate, alter, repair or improve said premises, before, at or after the execution of this Agreement by the parties, not expressly contained herein, have been made by the City or its officers, employees or agents.

Article IV.

*Future condition of premises.*

The Operator shall keep the premises, facility and appurtenances first hereinabove described in a safe, sanitary and sightly condition, and in good repair, and shall yield the same back to the City upon the termination of this Agreement in such condition and repair, ordinary wear and tear excepted. If said premises and facility shall not be so kept by the Operator, the City may enter the premises (without such entry constituting a termination of the privileges herein granted or an interference with the possession of or construction or other eviction from said premises and facility) and do all things necessary to restore said premises and facility to the condition herein required.

### Article V.

*Signs and advertising.*

The Operator shall not permit or place, post or cause to be placed or posted any sign, billboard, poster, advertising material or similar devices in view of the general public on, in or about the premises and facility without prior written approval signed by the Commissioner. Any such sign, billboard, poster, advertising material or similar devices not authorized by him may be removed by the City and all cost and expense resulting therefrom shall be charged to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses in addition to the rent and charges otherwise reserved in this Agreement. The City hereby reserves the right to erect and maintain such signs or billboards on the premises and facility, from time to time, as the Commissioner may deem advisable.

### Article VI.

*Alterations and additions.*

The Operator shall make no alterations or additions to the premises and facility first hereinabove described without the prior consent of the City as evidenced by approval in writing signed by the Commissioner. All alterations and additions shall remain as part of said premises and facility unless the City shall otherwise elect, as evidenced by prior approval in writing signed by the Commissioner. Said alterations and additions shall include, but are not limited to, locks, bolts and all fixtures.

### Article VII.

*Maintenance by Operator.*

The Operator agrees to maintain the premises and facility, advancing funds therefor, reimbursement being subject to all provisions of this Agreement, from day to day in good condition and repair and agrees to do all things necessary toward that end, particularly, but not limited to, the following:

A. Maintain all wheel stops and blocks.
B. Maintain and care for all planting.
C. Maintain all washrooms, toilets and rest rooms according to acceptable health standards.
D. Maintain the premises and facility in a clean, presentable condition, prevent accumulations of dirt, paper or trash of any kind upon the premises and facility.
E. Remove snow, ice and other obstructions from adjacent driveways and sidewalks. Said snow, ice and like debris to be removed shall not be placed upon the public ways or any portion thereof.
F. Make minor necessary repairs to plumbing, lighting and heating equipment. It is agreed by and between the parties that the Commissioner in his sole judgment shall determine whether a repair is minor or otherwise.
G. Advance payment for all utility services, including gas, heat, water and electricity, reimbursement being subject to all provisions of this Agreement.

Should the Operator fail to comply with any of the obligations listed above, the City may, after five (5) days notice to comply, in the event of non-compliance, enter upon said premises and take all steps necessary to insure compliance with the above obligations, in addition to other remedies set forth herein, charging the cost and expense of such entry and procedure to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses.

### Article VIII.

*Maintenance by City.*

The City agrees to maintain and pay for the following items of maintenance and equipment:

A. Maintain said facility in structural repair.
B. Make necessary major repairs to plumbing, lighting and heating.
C. Remove snow and ice, except from sidewalks and driveways.
D. Supply and maintain cash register.
E. Supply all parking tickets and other forms.
F. Supply and maintain pavement markings.
G. Supply electric light bulbs and replace said bulbs and fuses when necessary.
H. Maintain and replace all gates and barricades.
I. Maintain and keep in good working order the hoists, hoist equipment, lifts and elevators.
J. Maintain and keep in good working order all neon directional, informational, and advertising signs located in the interior or on the exterior of the facility.

### Article IX.

*Compliance with law; Liens.*

The Operator agrees to operate such facility as first hereinabove described in compliance at all times with this Agreement and all laws, statutes, ordinances and rules and regulations which are now in effect or which may be hereafter adopted, particularly, but not limited to, all rules and regulations of the Bureau of Parking, Department of Streets and Sanitation. The Operator agrees to keep premises, facility and appurtenances first hereinabove described free and clear of any and all liens in any way arising out of the Operator's use and maintenance thereof.

### Article X.

*Operation of facility.*

The Operator agrees to operate the facility subject to all provisions of this Agreement for the convenience of the public during the terms hereof and shall use and occupy the above premises solely for off-street parking of motor vehicles. The Operator shall use his best efforts to secure, maintain and develop the parking business conducted by him under the terms of this Agreement and to increase the same whenever and wherever possible, and shall refrain from and prevent the diversion of any such parking business from the facility whenever possible.

### Article XI.

*Hours of operation.*

The Operator agrees to operate the facility twenty-four (24) hours a day, seven (7) days a week, holidays included. The actual hours of operation will be determined by the Commissioner and may be changed from time to time at his sole discretion. Such change shall take effect within forty-eight (48) hours, Sundays and holidays excluded, after written notice thereof is received by the operator.

### Article XII.

*Vehicle parking.*

At no time shall the Operator remove or permit or cause to be removed from the premises and facility any vehicle placed thereon for parking purposes without the express consent of the owner or operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator enter or drive, or permit or cause to be entered or driven, any vehicle which has been placed upon the premises for the purpose of self-parking, without the express consent of the owner or operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator accept or cause to be accepted for parking any commercial vehicles, except with the prior written approval signed by the Commissioner. At no time shall the Operator permit or cause to be permitted the parking of any vehicle whatsoever on or in the premises and facility free of charge.

### Article XIII.

*Operator's employees.*

A. The Operator hereby agrees to select, employ and pay such personnel as may be required in the operation of the facility first hereinabove mentioned, unless otherwise specifically provided for in this Agreement. The Operator agrees further that in performing the covenants, promises and conditions under this Agreement, he shall not discriminate against any worker, employee or applicant, nor against any member of the public, on account of race, creed, color or national origin, nor otherwise commit an unfair employment practice.

B. The Operator agrees further to do or cause to be done the following:

1. To supervise, direct and manage the activities of his employees in such manner as to provide prompt, safe, efficient and courteous services as will be adequate to meet all reasonable demands for parking services on the premises and facility, and to provide a sufficient number of said employees as to enable such services to be provided at all times of the operation of said facility.
2. To cause and require all employees serving as attendants on the premises and facility to wear uniforms, caps and badges to be supplied by and at the expense of the Operator and to require said employees at all times to present a neat and clean appearance. The color and design of said uniforms, caps and badges shall be first approved in writing signed by the Commissioner.

### Article XIV.

*Insurance.*

A. The City, at the time or prior to the execution of this Agreement, agrees to furnish all the insurance required under this Agreement and this Article, to be paid from the revenues resulting from the operation of the facility first hereinabove described. All policies of insurance shall name the beneficiary as indicated below and shall be delivered to and held by the City Comptroller. Said insurance shall be placed only with such insurance companies as are approved from time to time by the City Comptroller.

B. Each such insurance policy as set forth in this Article shall contain a provision to the effect that said insurance cannot be cancelled unless the City Comptroller has been notified not less than thirty (30) days prior to the intended cancellation date.

C. In the event that any additional premiums or audits shall be required, the same shall be paid by the City of Chicago from the revenues resulting from the operation of said facility; any return premiums or audits shall be paid to the City of Chicago, for deposit into an appropriate revenue fund.

D. The insurance to be provided as set forth in this Article shall include the following coverages to be maintained during the life of this Agreement:

1. Workmen's Compensation and Occupational Disease Insurance in the names of the City and Operator as insured parties, covering all employees engaged in any work pursuant to this Agreement; liability coverage to be not less than $100,000.00.

2. Not applicable to this contract.

3. Not applicable to this contract.

4. Not applicable to this contract.

5. Garage Keeper's Legal Liability, Fire and Explosion, Theft of Automobile, and Combined Coverage, in the names of the City and Operator as insured parties, to include riot, civil commotion, vandalism and malicious mischief with a $25.00 deductible provision, and a $100.00 deductible provision for collision and upset.

6. Plate glass coverage, in the names of the City and Operator as insured parties, fully covering all plate glass of the facility.

7. Commercial Blanket Fidelity Bond, in the name of the Operator as the insured party, covering all employees; liability coverage to be not less than $25,000.00.

8. Not applicable to this contract.

9. Comprehensive Public Liability and Property Damage Insurance, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries from any one accident; and $50,000.00 for property damage resulting from any one accident.

10. Owner's or Landlord's Protective Policy, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries resulting from any one accident; and $50,000.00 for property damage resulting from any one accident.

11. Not applicable to this contract.

### Article XV.

*Destruction of facilities.*

A. In the event the premises and facility or a part thereof shall become damaged or destroyed by fire, explosion, or other casualty, and if the Commissioner determines in his sole judgment that said damages can be repaired within a reasonable time, upon notification thereof, the Operator agrees to submit plans and specifications for approval by the Commissioner, which are necessary to restore the premises and facility to the condition which existed prior to said damage, and agrees to make all repairs according to said plans and specifications after approval by the Commissioner. Failure of the Operator to submit said plans and specifications to the Commissioner within ten (10) days after the casualty above described, or failure to commence said restoration work within five (5) days after the Operator has received the plans and specifications as approved by the Commissioner, or failure to complete such restoration work within a reasonable time, will constitute an abandonment by the Operator.

B. The cost of such repairs and restoration described in this Article shall be paid from the funds received by the City and Operator under insurance policies to the extent said costs are thereunder covered. Should any balance of costs remain which are not covered by said insurance policies, fifty (50) percent of said balance shall be paid by the City and fifty (50) percent shall be paid by the Operator.

C. Notwithstanding the foregoing provisions, in the event of a casualty described in Paragraph A of this Article, the Commissioner may elect, in his sole judgment, to consider said premises and facility beyond repair and refuse to permit the repair, reconstruction or restoration of said premises and facility, and upon written notice of said election from the Commissioner to the Operator within thirty (30) days from the date of said casualty, the obligation of the operator to pay such rent and charges as are hereinafter reserved to the City shall cease and this Agreement shall thereupon terminate; provided, however, that all rents and charges theretofore accrued shall remain due and payable by the Operator forthwith.

### Article XVI.

*Indemnification.*

The Operator shall assume all risks incident to or in connection with his business to be conducted hereunder and shall be solely responsible for all accidents or injuries of whatsoever kind or nature as may be sustained by any persons or property and the Operator shall indemnify, defend and save harmless the City, its officers, agents and employees from any and all claims, suits, losses or damages arising from said accidents or injuries of whatsoever kind or nature, arising directly or indirectly out of the operation of said business, or resulting from the carelessness, negligence or improper conduct of the City, Operator or any of their officers, agents or employees. Said Operator shall also indemnify, defend and save harmless the City, its officers, agents and employees from any penalties for violation of any law, statute, ordinance or regulation affecting its operations.

### Article XVII.

*Operator's Performance Bond.*

The Operator shall deliver to the City at the time of or prior to the execution of this Agreement an approved Government Bond payable to bearer or the City of Chicago or, in lieu thereof, a Performance Bond approved by the City Comptroller and the Corporation Counsel in the amount of $500.00. Said bond shall be conditioned upon the full and faithful performance by the Operator of each and every covenant, promise, term, condition, undertaking and agreement set forth in this Agreement.

### Article XVIII.

*Parking fees and charges.*

The Operator hereby agrees to charge for parking vehicles on the premises and facility first hereinabove described the following fees, rates and charges, during the term of this Agreement:

A. *Transient.*

| | |
|---|---|
| First twenty minutes | $0.05 |
| Second twenty minutes | 0.05 |
| Third twenty minutes | 0.05 |
| Each hour thereafter | 0.10 |

B. *Monthly.*

| | |
|---|---|
| For each one-month period | $10.00 |

C. It is understood and agreed that parking fees, rates and charges may be changed by the Commissioner when authorized and directed to do so by the City Council of the City of Chicago and the Operator agrees to make such changes when directed to do so by the Commissioner. Fees, rates and charges shall be put into effect within forty-eight (48) hours after written notification thereof has been given to the Operator by the Commissioner and shall remain in effect until changed by the Commissioner as herein provided.

### Article XIX.

*License fees, taxes and charges; budget; and compensation.*

A. *License fees, taxes and charges.*

The Operator shall advance all license fees, taxes and charges assessed under local ordinances and State and Federal statutes to the extent that they are applicable to the operation of the Facility. The Operator shall also secure armored car service for the daily collection of revenue from the Facility and advanced payment for such services, the selection of the armored car service to be approved in writing by the Commissioner prior to the use thereof by the Operator.

B. *Budget.*

All expenses incurred or to be incurred by the Operator in anticipation of the advancement of funds under this Agreement shall be set forth in a budget for approval by the Commissioner on a form prescribed by the Commissioner, which shall include, but shall not be limited to, license fees, taxes, charges, employee payrolls and like expenses. The budget herein provided for shall be submitted no later than thirty (30) days following the execution of this Agreement and shall be supplemented from time to time so as to reflect such changes or additions as may become necessary or as requested by the Commissioner. The Operator shall submit such detailed supporting data as the Commissioner may request. Each item for which reimbursement is being claimed shall be designated as a reimbursable item on said budget. No expense item shall be reimbursed to the Operator unless approved by the Commissioner and the Independent Engineer.

C. *Compensation to Operator.*

For full and faithful performance of the provisions contained in this Agreement the Operator of Facility No. 42 shall be paid for the period of this Agreement 10.0% of all gross revenue collected.

D. *Settlement and reimbursement.*

The Operator's total fee and expense reimbursement shall be computed, finalized and settled for the entire period of this Agreement, specifically on the basis of actual results of the operation of the facility for the period covered by this Agreement, as determined by an examination of the books and records of the Operator by the City after the termination of said period; provided, however, that the City shall make monthly payments of fees and reimbursable expenses, with quarterly adjustments, which shall substantially cover the Operator's earned fees and actual reimbursable expenses for each month under the following procedure:

(1) It is estimated that the Operator's yearly management fee for Facility No. 42 will be approximately $400.00 and that the Operator's annual reimbursable expense will be approximately $3,500.00 making the total annual payment to the Operator to be approximately $3,900.00. The Operator shall receive a monthly reimbursement of one-twelfth of the total approximate yearly

payment, or $325.00 on the tenth day of the following month for the first eleven months of the Agreement. The final settlement payment shall constitute the twelfth payment.

(2) At the end of the first three quarters of the period of this Agreement, the Operator shall submit to the City quarterly expense statements reflecting actual expenses incurred within each said quarter by the Operator for said facility. At the end of each quarter the Commissioner shall review actual management fees earned and expenses incurred and if, in his sole judgment, the estimated monthly reimbursement does not correctly reflect actual operations, he may appropriately adjust the monthly reimbursement to reflect actual operating conditions.

(3) At the end of the fourth quarter of the period of this Agreement, the Operator shall submit to the City the fourth quarterly reimbursable expense statement reflecting actual expenses incurred within said quarter. This quarterly statement, when combined with the three previously submitted quarterly statements, shall be used as the basis for computing the final settlement, subject to the aforementioned audit. Such audit shall be completed within 90 days after the expiration of this Agreement and final settlement shall be made within 120 days after the expiration of this Agreement.

In the event that parking rates for Facility No. 42 are increased and are to take effect at any time during the period of this Agreement, this Article XIX shall be subject to review, adjustment and renegotiation by and between the City and the Operator with respect to compensation, and supplemental agreement by and between said parties shall be drawn for the approval of the City Council and execution by the parties.

## Article XX.

*Collection of fees and charges.*

All parking fees and charges made and collected by the Operator and his employees under the terms of this Agreement shall be deposited daily with the armored car service referred to in Article XIX. B. hereof and said armored car service shall deposit said fees and charges for credit to such appropriate revenue account as shall be designated by the Commissioner, said procedure set forth in further detail in the Rules and Regulations promulgated by the Bureau of Parking. All such parking fees and charges shall be made pursuant to parking tickets supplied by the City, which shall be time stamped by the Operator and his employees in accordance with the Rules and Regulations hereinabove referred to, with the exception of monthly charges, otherwise provided for therein.

## Article XXI.

*Operator's records.*

The Operator shall keep accurate records, books and accounts in conformity with a system approved by the Commissioner and agrees to permit authorized personnel of the City to examine said records, books and accounts at any reasonable time as a matter of right.

## Article XXII.

*Vacation and abandonment of premises.*

A. If the Operator shall vacate, desert or abandon the premises and facility, or shall permit the same to remain vacated, deserted or abandoned for a period of ten (10) days, or if the Operator shall breach any covenant, promise or condition set forth in this Agreement, or if the Operator shall default in the payment of any rent or charges payable by him under this Agreement, or if the Operator shall sell, assign or mortgage this Agreement or any provision hereof, or if the Operator shall be in default with respect to his performance of any covenants, promises or conditions contained in this Agreement, or if the Operator shall fail to comply with any of the statutes, ordinances, rules, orders, regulations or requirements of the Federal, State and City government, or any and all of their departments and bureaus applicable or pertinent to said premises and facility, or in the event of the death or incapacity of the Operator, then the Operator's right to possession of the premises and facility thereupon shall cease and terminate, with or without any notice or demand whatsoever if the City so elects, but not otherwise. In such event or events hereinabove set forth, whether this Agreement shall be terminated or not, the Operator agrees to surrender to the City possession of the premises and facility immediately without notice to quit or demand for possession of the premises and facility whatsoever, and the Operator hereby grants to the City full and free license to enter into and upon said premises and facility, or any part thereof, to take possession thereof and expel and remove the Operator or any other person who may be occupying the premises and facility or any part thereof, without resort to courts for an order sanctioning such action, and the City may use force in expelling and removing the Operator and such other person as may be reasonably necessary to accomplish said purpose. It is agreed by the Operator that said entry of the premises and facility by the City shall not constitute a trespass or forcible entry or detainer, nor shall it cause forfeiture of charges due by virtue of the provisions of this Agreement, nor a waiver of any covenant, agreement or promise in this Agreement to be performed by the Operator.

B. The Operator hereby waives all notice of any election made by the City under this Agreement, demand for revenues or other charges reserved under this Agreement, notice to quit, demand for possession, and any and all notices and demands whatsoever, of every kind and nature, which may or shall be required by any statute of this State relating to forcible entry and detainer, or to landlord and tenant, or any other statute, or under the common law, during the term of this Agreement. The acceptance of any rents or charges reserved by the City under this Agreement, whether in a single instance or repeatedly, after they shall fall due, or after knowledge of any breach hereof by the Operator, or giving or making of any notice or demand, whether according to any statutory provisions or not, or any act or series of acts, except an express written waiver, shall not be construed as a waiver of the City's right to act without notice or demand or any other right hereby given the City, or as an election not to proceed under the provisions of this Agreement.

D. If the Operator shall file a petition in bankruptcy or shall be involuntarily placed in bankruptcy, or shall be adjudicated a bankrupt, or shall make an assignment for the benefit of creditors, or shall take advantage of any provisions in any statute or ordinance for the advantage of insolvent persons, the City may elect to terminate this Agreement and the term hereof and take immediate possession of the premises facility and appurtenances without notice.

E. In the event the City elects to terminate this Agreement because of a violation of any provisions of this Article, upon such termination the Operator shall compensate the City for any loss in revenue as may be sustained by reason of such termination and provision for such compensation shall be made a condition of the Performance Bond referred to in Article XVII of this Agreement.

F. It is further agreed by and between the parties that the rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

### Article XXIII.

*Costs, expenses and attorney's fees.*

The Operator agrees to pay and discharge all costs, expenses and attorney's fees which shall be incurred and expended by the City in enforcing the covenants, promises and conditions of this Agreement, whether by the institution of litigation or in taking of advice of counsel, or otherwise.

### Article XXIV.

*Notices.*

Notices to the City provided under this Agreement may be sent by registered mail, postage prepaid, addressed to the Commissioner of Streets and Sanitation, Room 707, City Hall, Chicago, Illinois, 60602, and notices to the Operator provided for in this Agreement may be sent by registered mail, postage prepaid, addressed to the Operator at: G. and J. Parking, 9443 South Eberhardt Avenue, Chicago, Illinois 60619, or in either case to such other respective parties and addresses as the parties hereto may designate in writing from time to time. Such notices shall be deemed to have been given when deposited in any United States Post Office.

### Article XXV.

*Construction of Agreement.*

It is agreed by and between the parties hereto that all general provisions, terms, phrases, and expressions shall be subject to rules of construction as will fully implement the true intent and meaning of the parties to this Agreement, including, but not limited to, the following:

A. Words importing the singular number may extend and be applied to several persons or things, and words importing the plural number may include the singular.

B. Words importing the masculine gender may be applied to the feminine gender and to impersonal legal entities.

C. The word "month" means a calendar month, and the word "year" means a calendar year, unless otherwise expressed.

### Article XXVI.

*City Council approval.*

This Agreement was authorized by the City Council of the City of Chicago, on the ............day of ....................... A.D. 19...... Council Journal page.......

In Witness Whereof, the parties hereto have caused this Agreement to be executed under their respective seals on the day and year first above written.

City of Chicago, a municipal corporation.
By: .........................................
Commissioner of Streets and Sanitation
By: .........................................
City Comptroller

Operator:
By: .........................................
Title
By: .........................................
Attest Title
(Corporate seal)
Approved:

.........................................
Independent Engineer

Approved as to form and legality, except as to property description and execution:

.........................................
Assistant Corporation Counsel

ACKNOWLEDGMENT BY PRINCIPAL IF AN INDIVIDUAL

State of Illinois }
 }ss
County of Cook }

I, ........................................., a Notary Public in and for the County and State aforesaid, Do Hereby Certify that .................................................. who is personally known to me to be the same person whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial seal, this ................ day of ....................................... A.D. 1969.

.................................................
Notary Public
My Commission Expires..........

SECTION 2. This ordinance shall be effective from and after the date of its passage.

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### Execution of Parking Facility Operator's Lease Agreement Authorized for Parking Facility No. 43.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on December 30, 1969, page 7345, recommending that the City Council pass a proposed ordinance transmitted with the committee's report [Proposed ordinance printed in Committee Pamphlet No. 19], to authorize execution of Parking Facility Operator's Lease Agreement for Parking Facility No. 43 for Year 1970.

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Singer, Fifielski, Kerwin, Wigoda, Sperling—39.

*Nays*—Aldermen Despres, Simon, Scholl, McCutcheon, Hoellen, O'Rourke—6.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Streets and Sanitation is hereby authorized and directed to execute on behalf of the City of Chicago, the City Comptroller to countersign, and the City Clerk to attest, upon approval of the Corporation Counsel as to form and legality, a Parking Facility Operator's Agreement between the City of Chicago and G and J Parking for Chicago Parking Facility No. 43 at No. 4616 S. Prairie Avenue. Said agreement is attached to this ordinance and made a part hereof, the same as if incorporated herein.

### CITY OF CHICAGO
### PARKING FACILITY
### OPERATOR'S AGREEMENT

This Agreement, made this ........................ day of ........................., A.D. 19...., between the City of Chicago, a municipal corporation of the State of Illinois (sometimes hereinafter referred to as "City"), and Harry and Narissa Johnson d/b/a, G. and J. Parking (sometimes hereinafter referred to as "Operator").

This Agreement Witnesseth:

That for and in consideration of the mutual promises, covenants, terms and conditions, both general and special, as hereinafter set forth, the City hereby grants to the Operator the privileges hereinafter described and the Operator agrees to assume the duties, responsibilities, and obligations as hereinafter set forth, with respect to the premises and parking facility described as follows:

4616 South Prairie Avenue, Chicago, Illinois, known as City of Chicago Parking Facility No. 43.

This City of Chicago Parking Facility Operator's Agreement constitutes the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences shall be implied or impressed upon such Agreement that are not herein set forth.

The term of this Agreement shall be for the period of one (1) year beginning on the 1st day of January, 1970, and ending on the 31st day of December, 1970, unless said terms shall be sooner terminated as hereinafter provided.

### Article I.

*Definition of terms.*

A. "Bureau of Parking" means that agency of the City of Chicago, having management and control of the establishment, operation and maintenance of parking facilities.

B. "Commissioner" means the Commissioner of Streets and Sanitation of the City of Chicago, or any other official designated by the City Council to have administrative supervision over the Bureau of Parking.

C. "Operator" means any natural person, partnership, corporation, company or other legal entity who or which owns, controls, manages and directs the business of parking motor vehicles on public off-street parking lots, or in public off-street parking garages, or in other public off-street parking facilities.

### Article II.

*Assignment or transfer.*

The Operator shall not assign or transfer this Agreement nor any of the rights or privileges granted hereby, nor enter into any contract requiring or permitting the doing of any act hereunder by an independent contractor, unless otherwise expressly provided herein, without prior written approval signed by the Commissioner. If the Operator is a partnership or corporation or legal entity other than a natural person, and control of said entity changes at any time during the term hereof, the City may, at its option, deem and declare such change as a breach of this Agreement and take immediate possession of said premises and facility first hereinabove described. It is understood and agreed by and between the City and the Operator that nothing contained in this Agreement is intended or shall be construed as in any way creating or establishing the relationship of co-partners or joint venturers between the parties hereto.

### Article III.

*Present condition of premises.*

The Operator has examined the premises, facilities and appurtenances first hereinabove described, prior to and as a condition precedent to his acceptance and the execution of this Agreement, and is satisfied with the physical condition of said premises, and his taking possession shall constitute conclusive evidence of his receipt thereof in safe and sanitary condition, and in good order and repair, unless otherwise specified herein. The Operator agrees and admits that no representations as to condition or repair have been made by the City or its officers, employees or agents, which are not herein expressed or endorsed hereon, and that no promises to decorate, alter, repair or improve said premises, before, at or after the execution of this Agreement by the parties, not expressly contained herein, have been made by the City or its officers, employees or agents.

### Article IV.

*Future condition of premises.*

The Operator shall keep the premises, facility and appurtenances first hereinabove described in a safe, sanitary and sightly condition, and in good repair, and shall yield the same back to the City upon the termination of this Agreement in such condition and repair, ordinary wear and tear excepted. If said premises and facility shall not be so kept by the Operator, the City may enter the premises (without such entry constituting a termination of the privileges herein granted or an interference with the possession of or construction or other eviction from said premises and facility) and do all things necessary to restore said premises and facility to the condition herein required.

### Article V.

*Signs and advertising.*

The Operator shall not permit or place, post or cause to be placed or posted any sign, billboard, poster, advertising material or similar devices in view of the general public on, in or about the premises and facility without prior written approval signed by the Commissioner. Any such sign, billboard, poster, advertising material or similar devices not authorized by him may be removed by the City and all cost and expense resulting therefrom shall be charged to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses in addition to the rent and charges otherwise reserved in this Agreement. The City hereby reserves the right to erect and maintain such signs or billboards on the premises and facility, from time to time, as the Commissioner may deem advisable.

### Article VI.

*Alterations and additions.*

The Operator shall make no alterations or additions to the premises and facility first hereinabove described without the prior consent of the City as evidenced by approval in writing signed by the Commissioner. All alterations and additions shall remain as part of said premises and facility unless the City shall otherwise elect, as evidenced by prior approval in writing signed by the Commissioner. Said alterations and additions shall include, but are not limited to, locks, bolts and all fixtures.

### Article VII.

*Maintenance by Operator.*

The Operator agrees to maintain the premises and facility, advancing funds therefor, reimbursement being subject to all provisions of this Agreement, from day to day in good condition and repair and agrees to do all things necessary toward that end, particularly, but not limited to, the following:

A. Maintain all wheel stops and blocks.
B. Maintain and care for all planting.
C. Maintain all washrooms, toilets and rest rooms according to acceptable health standards.
D. Maintain the premises and facility in a clean, presentable condition, prevent accumulations of dirt, paper or trash of any kind upon the premises and facility.
E. Remove snow, ice and other obstructions from adjacent driveways and sidewalks. Said snow, ice and like debris to be removed shall not be placed upon the public ways or any portion thereof.
F. Make minor necessary repairs to plumbing, lighting and heating equipment. It is agreed by and between the parties that the Commissioner in his sole judgment shall determine whether a repair is minor or otherwise.
G. Advance payment for all utility services, including gas, heat, water and electricity, reimbursement being subject to all provisions of this Agreement.

Should the Operator fail to comply with any of the obligations listed above, the City may, after five (5) days notice to comply, in the event of non-compliance, enter upon said premises and take all steps necessary to insure compliance with the above obligations, in addition to other remedies set forth herein, charging the cost and expense of such entry and procedure to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses.

### Article VIII.

*Maintenance by City.*

The City agrees to maintain and pay for the following items of maintenance and equipment:

A. Maintain said facility in structural repair.
B. Make necessary major repairs to plumbing, lighting and heating.
C. Remove snow and ice, except from sidewalks and driveways.
D. Supply and maintain cash register.
E. Supply all parking tickets and other forms.
F. Supply and maintain pavement markings.
G. Supply electric light bulbs and replace said bulbs and fuses when necessary.
H. Maintain and replace all gates and barricades.
I. Maintain and keep in good working order the hoists, hoist equipment, lifts and elevators.
J. Maintain and keep in good working order all neon directional, informational, and advertising signs located in the interior or on the exterior of the facility.

### Article IX.

*Compliance with law; Liens.*

The Operator agrees to operate such facility as first hereinabove described in compliance at all times with this Agreement and all laws, statutes, ordinances and rules and regulations which are now in effect or which may be hereafter adopted, particularly, but not limited to, all rules and regulations of the Bureau of Parking, Department of Streets and Sanitation. The Operator agrees to keep premises, facility and appurtenances first hereinabove described free and clear of any and all liens in any way arising out of the Operator's use and maintenance thereof.

### Article X.

*Operation of facility.*

The Operator agrees to operate the facility subject to all provisions of this Agreement for the convenience of the public during the terms hereof and shall use and occupy the above premises solely for off-street parking of motor vehicles. The Operator shall use his best efforts to secure, maintain and develop the parking business conducted by him under the terms of this Agreement and to increase the same whenever and wherever possible, and shall refrain from and prevent the diversion of any such parking business from the facility whenever possible.

### Article XI.

*Hours of operation.*

The Operator agrees to operate the facility twenty-four (24) hours a day, seven (7) days a week, holidays included. The actual hours of operation will be determined by the Commissioner and may be changed from time to time at his sole discretion. Such change shall take effect within forty-eight (48) hours, Sundays and holidays excluded, after written notice thereof is received by the operator.

### Article XII.

*Vehicle parking.*

At no time shall the Operator remove or permit or cause to be removed from the premises and facility any vehicle placed thereon for parking purposes without the express consent of the owner or operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator enter or drive, or permit or cause to be entered or driven, any vehicle which has been placed upon the premises for the purpose of self-parking, without the express consent of the owner or operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator accept or cause to be accepted for parking any commercial vehicles, except with the prior written approval signed by the Commissioner. At no time shall the Operator permit or cause to be permitted the parking of any vehicle whatsoever on or in the premises and facility free of charge.

### Article XIII.

*Operator's employees.*

A. The Operator hereby agrees to select, employ and pay such personnel as may be required in the operation of the facility first hereinabove mentioned, unless otherwise specifically provided for in this Agreement. The Operator agrees further that in performing the covenants, promises and conditions under this Agreement, he shall not discriminate against any worker, employee or applicant, nor against any member of the public, on account of race, creed, color or national origin, nor otherwise commit an unfair employment practice.

B. The Operator agrees further to do or cause to be done the following:

1. To supervise, direct and manage the activities of his employees in such manner as to provide prompt, safe, efficient and courteous services as will be adequate to meet all reasonable demands for parking services on the premises and facility, and to provide a sufficient number of said employees as to enable such services to be provided at all times of the operation of said facility.
2. To cause and require all employees serving as attendants on the premises and facility to wear uniforms, caps and badges to be supplied by and at the expense of the Operator and to require said employees at all times to present a neat and clean appearance. The color and design of said uniforms, caps and badges shall be first approved in writing signed by the Commissioner.

### Article XIV.

*Insurance.*

A. The City, at the time or prior to the execution of this Agreement, agrees to furnish all the insurance required under this Agreement and this Article, to be paid from the revenues resulting from the operation of the facility first hereinabove described. All policies of insurance shall name the beneficiary as indicated below and shall be delivered to and held by the City Comptroller. Said insurance shall be placed only with such insurance companies as are approved from time to time by the City Comptroller.

B. Each such insurance policy as set forth in this Article shall contain a provision to the effect that said insurance cannot be cancelled unless the City Comptroller has been notified not less than thirty (30) days prior to the intended cancellation date.

C. In the event that any additional premiums or audits shall be required, the same shall be paid by the City of Chicago from the revenues resulting from the operation of said facility; any return premiums or audits shall be paid to the City of Chicago, for deposit into an appropriate revenue fund.

D. The insurance to be provided as set forth in this Article shall include the following coverages to be maintained during the life of this Agreement:

1. Workmen's Compensation and Occupational Disease Insurance in the names of the City and Operator as insured parties, covering all employees engaged in any work pursuant to this Agreement; liability coverage to be not less than $100,000.00.

2. Not applicable to this contract.

3. Not applicable to this contract.

4. Not applicable to this contract.

5. Garage Keeper's Legal Liability, Fire and Explosion, Theft of Automobile, and Combined Coverage, in the names of the City and Operator as insured parties, to include riot, civil commotion, vandalism and malicious mischief with a $25.00 deductible provision, and a $100.00 deductible provision for collision and upset.

6. Plate glass coverage, in the names of the City and operator as insured parties, fully covering all plate glass of the facility.

7. Commercial Blanket Fidelity Bond, in the name of the Operator as the insured party, covering all employees; liability coverage to be not less than $25,000.00.

8. Not applicable to this contract.

9. Comprehensive Public Liability and Property Damage Insurance, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries from any one accident; and $50,000.00 for property damage resulting from any one accident.

10. Owner's or Landlord's Protective Policy, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries resulting from any one accident; and $50,000.00 for property damage resulting from any one accident.

11. Not applicable to this contract.

### Article XV.

*Destruction of facilities.*

A. In the event the premises and facility or a part thereof shall become damaged or destroyed by fire, explosion, or other casualty, and if the Commissioner determines in his sole judgment that said damages can be repaired within a reasonable time, upon notification thereof, the Operator agrees to submit plans and specifications for approval by the Commissioner, which are necessary to restore the premises and facility to the condition which existed prior to said damage, and agrees to make all repairs according to said plans and specifications after approval by the Commissioner. Failure of the Operator to submit said plans and specifications to the Commissioner within ten (10) days after the casualty above described, or failure to commence said restoration work within five (5) days after the Operator has received the plans and specifications as approved by the Commissioner, or failure to complete such restoration work within a reasonable time, will constitute an abandonment by the Operator.

B. The cost of such repairs and restoration described in this Article shall be paid from the funds received by the City and Operator under insurance policies to the extent said costs are thereunder covered. Should any balance of costs remain which are not covered by said insurance policies, fifty (50) percent of said balance shall be paid by the City and fifty (50) percent shall be paid by the Operator.

C. Notwithstanding the foregoing provisions, in the event of a casualty described in Paragraph A of this Article, the Commissioner may elect, in his sole judgment, to consider said premises and facility beyond repair and refuse to permit the repair, reconstruction or restoration of said premises and facility, and upon written notice of said election from the Commissioner to the Operator within thirty (30) days from the date of said casualty, the obligation of the operator to pay such rent and charges as are hereinafter reserved to the City shall cease and this Agreement shall thereupon terminate; provided, however, that all rents and charges theretofore accrued shall remain due and payable by the Operator forthwith.

### Article XVI.

*Indemnification.*

The Operator shall assume all risks incident to or in connection with his business to be conducted hereunder and shall be solely responsible for all accidents or injuries of whatsoever kind or nature as may be sustained by any persons or property and the Operator shall indemnify, defend and save harmless the City, its officers, agents and employees from any and all claims, suits, losses or damages arising from said accidents or injuries of whatsoever kind or nature, arising directly or indirectly out of the operation of said business, or resulting from the carelessness, negligence or improper conduct of the City, Operator or any of their officers, agents or employees. Said Operator shall also indemnify, defend and save harmless the City, its officers, agents and employees from any penalties for violation of any law, statute, ordinance or regulation affecting its operations.

### Article XVII.

*Operator's Performance Bond.*

The Operator shall deliver to the City at the time of or prior to the execution of this Agreement an approved Government Bond payable to bearer or the City of Chicago or, in lieu thereof, a Performance Bond approved by the City Comptroller and the Corporation Counsel in the amount of $500.00. Said bond shall be conditioned upon the full and faithful performance by the Operator of each and every covenant, promise, term, condition, undertaking and agreement set forth in this Agreement.

### Article XVIII.

*Parking fees and charges.*

The Operator hereby agrees to charge for parking vehicles on the premises and facility first hereinabove described the following fees, rates and charges, during the term of this Agreement:

A. *Transient.*

| | |
|---|---|
| First twenty minutes | $0.05 |
| Second twenty minutes | 0.05 |
| Third twenty minutes | 0.05 |
| Each hour thereafter | 0.10 |

B. *Monthly.*

| | |
|---|---|
| For each one-month period | $10.00 |

C. It is understood and agreed that parking fees, rates and charges may be changed by the Commissioner when authorized and directed to do so by the City Council of the City of Chicago and the Operator agrees to make such changes when directed to do so by the Commissioner. Fees, rates and charges shall be put into effect within forty-eight (48) hours after written notification thereof has been given to the Operator by the Commissioner and shall remain in effect until changed by the Commissioner as herein provided.

### Article XIX.

*License fees, taxes and charges; budget; and compensation.*

A. *License fees, taxes and charges.*

The Operator shall advance all license fees, taxes and charges assessed under local ordinances and State and Federal statutes to the extent that they are applicable to the operation of the Facility. The Operator shall also secure armored car service for the daily collection of revenue from the Facility and advance payment for such services, the selection of the armored car service to be approved in writing by the Commissioner prior to the use thereof by the Operator.

B. *Budget.*

All expenses incurred or to be incurred by the Operator in anticipation of the advancement of funds under this Agreement shall be set forth in a budget for approval by the Commissioner on a form prescribed by the Commissioner, which shall include, but shall not be limited to, license fees, taxes, charges, employee payrolls and like expenses. The budget herein provided for shall be submitted no later than thirty (30) days following the execution of this Agreement and shall be supplemented from time to time so as to reflect such changes or additions as may become necessary or as requested by the Commissioner. The Operator shall submit such detailed supporting data as the Commissioner may request. Each expense item for which reimbursement is being claimed shall be designated as a reimbursable item on said budget. No expense item shall be reimbursed to the Operator unless approved by the Commissioner and the Independent Engineer.

C. *Compensation to Operator.*

For full and faithful performance of the provisions contained in this Agreement the Operator of Facility No. 43 shall be paid for the period of this Agreement 10.0% of all gross revenue collected.

D. *Settlement and reimbursement.*

The Operator's total fee and expense reimbursement shall be computed, finalized and settled for the entire period of this Agreement, specifically on the basis of actual results of the operation of the facility for the period covered by this Agreement, as determined by an examination of the books and records of the Operator by the City after the termination of said period; provided, however, that the City shall make monthy payments of fees and reimbursable expenses, with quarterly adjustments, which shall substantially cover the Operator's earned fees and actual reimbursable expenses for each month under the following procedure:

(1) It is estimated that the Operator's yearly management fee for Facility No. 43 will be approximately $100.00 and that the Operator's annual reimbursable expense will be approximately $2,540.00 making the total annual payment to the Operator to be approximately $2,640.00. The Operator shall receive a monthly reimbursement of one-twelfth of the total approximate yearly payment, or $220.00 on the tenth day of the following month for the first eleven months of the Agreement. The final settlement payment shall constitute the twelfth payment.

(2) At the end of the first three quarters of the period of this Agreement, the Operator shall submit to the City quarterly expense statements reflecting actual expenses incurred within each said quarter by the Operator for said facility. At the end of each quarter the Commissioner shall review actual management fees earned and expenses incurred and if, in his sole judgment, the estimated monthly reimbursement does not correctly reflect actual operations, he may appropriately adjust the monthly reimbursement to reflect actual operating conditions.

(3) At the end of the fourth quarter of the period of this Agreement, the Operator shall submit to the City the fourth quarterly reimbursable expense statement reflecting actual expenses incurred within said quarter. This quarterly statement, when combined with the three previously submitted quarterly statements, shall be used as the basis for computing the final settlement, subject to the aforementioned audit. Such audit shall be completed within 90 days after the expiration of this Agreement and final settlement shall be made within 120 days after the expiration of this Agreement.

In the event that parking rates for Facility No. 43 are increased and are to take effect at any time during the period of this Agreement, this Article XIX shall be subject to review, adjustment and renegotiation by and between the City and the Operator with respect to compensation, and supplemental agreement by and between said parties shall be drawn for the approval of the City Council and execution by the parties.

### Article XX.

*Collection of fees and charges.*

All parking fees and charges made and collected by the Operator and his employees under the terms of this Agreement shall be deposited daily with the armored car service referred to in Article XIX. B. hereof and said armored car service shall deposit said fees and charges for credit to such appropriate revenue account as shall be designated by the Commissioner, said procedure set forth in further detail in the Rules and Regulations promulgated by the Bureau of Parking. All such parking fees and charges shall be made pursuant to parking tickets supplied by the City, which shall be time stamped by the Operator and his employees in accordance with the Rules and Regulations hereinabove referred to, with the exception of monthly charges, otherwise provided for therein.

### Article XXI.

*Operator's records.*

The Operator shall keep accurate records, books and accounts in conformity with a system approved by the Commissioner and agrees to permit authorized personnel of the City to examine said records, books and accounts at any reasonable time as a matter of right.

### Article XXII.

*Vacation and abandonment of premises.*

A. If the Operator shall vacate, desert or abandon the premises and facility, or shall permit the same to remain vacated, deserted or abandoned for a period of ten (10) days, or if the Operator shall breach any covenant, promise or condition set forth in this Agreement, or if the Operator shall default in the payment of any rent or charges payable by him under this Agreement, or if the Operator shall sell, assign or mortgage this Agreement or any provision hereof, or if the Operator shall be in default with respect to his performance of any covenants, promises or conditions contained in this Agreement, or if the Operator shall fail to comply with any of the statutes, ordinances, rules, orders, regulations or requirements of the Federal, State and City government, or any and all of their departments and bureaus applicable or pertinent to said premises and facility, or in the event of the death or incapacity of the Operator, then the Operator's right to possession of the premises and facility thereupon shall cease and terminate, with or without any notice or demand whatsoever if the City so elects, but not otherwise. In such event or events hereinabove set forth, whether this Agreement shall be terminated or not, the Operator agrees to surrender to the City possession of the premises and facility immediately without notice to quit or demand for possession of the premises and facility whatsoever, and the Operator hereby grants to the City full and free license to enter into and upon said premises and facility, or any part thereof, to take possession thereof and expel and remove the Operator or any other person who may be occupying the premises and facility or any part thereof, without resort to courts for an order sanctioning such action, and the City may use force in expelling and removing the Operator and such other person as may be reasonably necessary to accomplish said purpose. It is agreed by the Operator that said entry of the premises and facility by the City shall not constitute a trespass or forcible entry or detainer, nor shall it cause forfeiture of charges due by virtue of the provisions of this Agreement, nor a waiver of any covenant, agreement or promise in this Agreement to be performed by the Operator.

B. The Operator hereby waives all notice of any election made by the City under this Agreement, demand for revenues or other charges reserved under this Agreement, notice to quit, demand for possession, and any and all notices and demands whatsoever, of every kind and nature, which may or shall be required by any statute of this State relating to forcible entry and detainer, or to landlord and tenant, or any other statute, or under the common law, during the term of this Agreement. The acceptance of any rents or charges reserved by the City under this Agreement, whether in a single instance or repeatedly, after they shall fall due, or after knowledge of any breach hereof by the Operator, or giving or making of any notice or demand, whether according to any statutory provisions or not, or any act or series of acts, except an express written waiver, shall not be construed as a waiver of the City's right to act without notice or demand or any other right hereby given the City, or as an election not to proceed under the provisions of this Agreement.

D. If the Operator shall file a petition in bankruptcy or shall be involuntarily placed in bankruptcy, or shall be adjudicated a bankrupt, or shall make an assignment for the benefit of creditors, or shall take advantage of any provisions in any statute or ordinance for the advantage of insolvent persons, the City may elect to terminate this Agreement and the term hereof and take immediate possession of the premises facility and appurtenances without notice.

E. In the event the City elects to terminate this Agreement because of a violation of any provisions of this Article, upon such termination the Operator shall compensate the City for any loss in revenue as may be sustained by reason of such termination and provision for such compensation shall be made a condition of the Performance Bond referred to in Article XVII of this Agreement.

F. It is further agreed by and between the parties that the rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

### Article XXIII.

*Costs, expenses and attorney's fees.*

The Operator agrees to pay and discharge all costs, expenses and attorney's fees which shall be incurred and expended by the City in enforcing the covenants, promises and conditions of this Agreement, whether by the institution of litigation or in taking of advice of counsel, or otherwise.

### Article XXIV.

*Notices.*

Notices to the City provided under this Agreement may be sent by registered mail, postage prepaid, addressed to the Commissioner of Streets and Sanitation, Room 707, City Hall, Chicago, Illinois, 60602, and notices to the Operator provided for in this Agreement may be sent by registered mail, postage prepaid, addressed to the Operator at: G. and J. Parking, 9443 South Eberhart Avenue, Chicago, Illinois 60619, or in either case to such other respective parties and addresses as the parties hereto may designate in writing from time to time. Such notices shall be deemed to have been given when deposited in any United States Post Office.

Article XXV.

*Construction of Agreement.*

It is agreed by and between the parties hereto that all general provisions, terms, phrases, and expressions shall be subject to rules of construction as will fully implement the true intent and meaning of the parties to this Agreement, including, but not limited to, the following:

A. Words importing the singular number may extend and be applied to several persons or things, and words importing the plural number may include the singular.

B. Words importing the masculine gender may be applied to the feminine gender and to impersonal legal entities.

C. The word "month" means a calendar month, and the word "year" means a calendar year, unless otherwise expressed.

Article XXVI.

*City Council approval.*

This Agreement was authorized by the City Council of the City of Chicago, on the ............day of ........................ A.D. 19...... Council Journal page.......

In Witness Whereof, the parties hereto have caused this Agreement to be executed under their respective seals on the day and year first above written.

City of Chicago, a municipal corporation.
By: ..........................................
Commissioner of Streets and Sanitation
By: ..........................................
City Comptroller
Operator:
By: ..........................................
Title
By: ..........................................
Attest Title
(Corporate seal)
Approved:
..............................................
Independent Engineer
Approved as to form and legality, except as to property description and execution:
..............................................
Assistant Corporation Counsel

ACKNOWLEDGMENT BY PRINCIPAL IF AN INDIVIDUAL

State of Illinois }
}ss
County of Cook }

I, .........................................., a Notary Public in and for the County and State aforesaid, Do Hereby Certify that ...................................................... who is personally known to me to be the same person whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial seal, this ................ day of ........................................ A.D. 1969.

..............................................
Notary Public
My Commission Expires..........

SECTION 2. This ordinance shall be effective from and after the date of its passage.

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## Execution of Parking Facility Operator's Lease Agreement Authorized for Parking Facility No. 44.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on December 30, 1969, page 7346, recommending that the City Council pass a proposed ordinance transmitted with the committee's report [Proposed ordinance printed in Committee Pamphlet No. 19], to authorize execution of Parking Facility Operator's Lease Agreement for Parking Facility No. 44 for Year 1970.

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Singer, Fifielski, Kerwin, Wigoda, Sperling—39.

*Nays*—Aldermen Despres, Simon, Scholl, McCutcheon, Hoellen, O'Rourke—6.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Streets and Sanitation is hereby authorized and directed to execute on behalf of the City of Chicago, the City Comptroller to countersign, and the City Clerk to attest, upon approval of the Corporation Counsel as to form and legality, a Parking Facility Operator's Agreement between the City of Chicago and L. E. Alport and Company for Chicago Parking Facility No. 44 at No. 5230 S. Lake Park Avenue. Said agreement is attached to this ordinance and made a part hereof, the same as if incorporated herein.

CITY OF CHICAGO
PARKING FACILITY
OPERATOR'S AGREEMENT

The Agreement, made this ........................ day of ..........................., A.D. 19...., between the City of Chicago, a municipal corporation of the State of Illinois (sometimes hereinafter referred to as "City"), and Louis E. Alport d/b/a, L. E. Alport and Company (sometimes hereinafter referred to as "Operator").

This Agreement Witnesseth:

That for and in consideration of the mutual promises, covenants, terms and conditions, both general and special, as hereinafter set forth, the City hereby grants to the Operator the privileges hereinafter described and the Operator agrees to assume the duties, responsibilities, and obligations as hereinafter set forth, with respect to the premises and parking facility described as follows:

5230 South Lake Park Avenue, Chicago, Illinois, known as City of Chicago Parking Facility No. 44.

This City of Chicago Parking Facility Operator's Agreement constitutes the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences shall be implied or impressed upon such Agreement that are not herein set forth.

The term of this Agreement shall be for the period of one (1) year beginning on the 1st day of January, 1970, and ending on the 31st day of December, 1970, unless said terms shall be sooner terminated as hereinafter provided.

### Article I.

*Definition of terms.*

A. "Bureau of Parking" means that agency of the City of Chicago, having management and control of the establishment, operation and maintenance of parking facilities.

B. "Commissioner" means the Commissioner of Streets and Sanitation of the City of Chicago, or any other official designated by the City Council to have administrative supervision over the Bureau of Parking.

C. "Operator" means any natural person, partnership, corporation, company or other legal entity who or which owns, controls, manages and directs the business of parking motor vehicles on public off-street parking lots, or in public off-street parking garages, or in other public off-street parking facilities.

### Article II.

*Assignment or transfer.*

The Operator shall not assign or transfer this Agreement nor any of the rights or privileges granted hereby, nor enter into any contract requiring or permitting the doing of any act hereunder by an independent contractor, unless otherwise expressly provided herein, without prior written approval signed by the Commissioner. If the Operator is a partnership or corporation or legal entity other than a natural person, and control of said entity changes at any time during the term hereof, the City may, at its option, deem and declare such change as a breach of this Agreement and take immediate possession of said premises and facility first hereinabove described. It is understood and agreed by and between the City and the Operator that nothing contained in this Agreement is intended or shall be construed as in any way creating or establishing the relationship of co-partners or joint venturers between the parties hereto.

### Article III.

*Present condition of premises.*

The Operator has examined the premises, facilities and appurtenances first hereinabove described, prior to and as a condition precedent to his acceptance and the execution of this Agreement, and is satisfied with the physical condition of said premises, and his taking possession shall constitute conclusive evidence of his receipt thereof in safe and sanitary condition, and in good order and repair, unless otherwise specified herein. The Operator agrees and admits that no representations as to condition or repair have been made by the City or its officers, employees or agents, which are not herein expressed or endorsed hereon, and that no promises to decorate, alter, repair or improve said premises, before, at or after the execution of this Agreement by the parties, not expressly contained herein, have been made by the City or its officers, employees or agents.

### Article IV.

*Future condition of premises.*

The Operator shall keep the premises, facility and appurtenances first hereinabove described in a safe, sanitary and sightly condition, and in good repair, and shall yield the same back to the City upon the termination of this Agreement in such condition and repair, ordinary wear and tear excepted. If said premises and facility shall not be so kept by the Operator, the City may enter the premises (without such entry constituting a termination of the privileges herein granted or an interference with the possession of or construction or other eviction from said premises and facility) and do all things necessary to restore said premises and facility to the condition herein required.

### Article V.

*Signs and advertising.*

The Operator shall not permit or place, post or cause to be placed or posted any sign, billboard, poster, advertising material or similar devices in view of the general public on, in or about the premises and facility without prior written approval signed by the Commissioner. Any such sign, billboard, poster, advertising material or similar devices not authorized by him may be removed by the City and all cost and expense resulting therefrom shall be charged to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses in addition to the rent and charges otherwise reserved in this Agreement. The City hereby reserves the right to erect and maintain such signs or billboards on the premises and facility, from time to time, as the Commissioner may deem advisable.

### Article VI.

*Alterations and additions.*

The Operator shall make no alterations or additions to the premises and facility first hereinabove described without the prior consent of the City as evidenced by approval in writing signed by the Commissioner. All alterations and additions shall remain as part of said premises and facility unless the City shall otherwise elect, as evidenced by prior approval in writing signed by the Commissioner. Said alterations and additions shall include, but are not limited to, locks, bolts and all fixtures.

### Article VII.

*Maintenance by Operator.*

The Operator agrees to maintain the premises and facility, advancing funds therefor, reimbursement being subject to all provisions of this Agreement, from day to day in good condition and repair and agrees to do all things necessary toward that end, particularly, but not limited to, the following:

A. Maintain all wheel stops and blocks.

B. Maintain and care for all planting.

C. Maintain all washrooms, toilets and rest rooms according to acceptable health standards.

D. Maintain the premises and facility in a clean, presentable condition, prevent accumulations of dirt, paper or trash of any kind upon the premises and facility.

E. Remove snow, ice and other obstructions from adjacent driveways and sidewalks. Said snow, ice and like debris to be removed shall not be placed upon the public ways or any portion thereof.

F. Make minor necessary repairs to plumbing, lighting and heating equipment. It is agreed by and between the parties that the Commissioner in his sole judgment shall determine whether a repair is minor or otherwise.

G. Advance payment for all utility services, including gas, heat, water and electricity, reimbursement being subject to all provisions of this Agreement.

Should the Operator fail to comply with any of the obligations listed above, the City may, after five (5) days notice to comply, in the event of non-compliance, enter upon said premises and take all steps necessary to insure compliance with the above obligations, in addition to other remedies set forth herein, charging the cost and expense of such entry and procedure to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses.

### Article VIII.

*Maintenance by City.*

The City agrees to maintain and pay for the following items of maintenance and equipment:

A. Maintain said facility in structural repair.

B. Make necessary major repairs to plumbing, lighting and heating.

C. Remove snow and ice, except from sidewalks and driveways.

D. Supply and maintain cash register.

E. Supply all parking tickets and other forms.

F. Supply and maintain pavement markings.

G. Supply electric light bulbs and replace said bulbs and fuses when necessary.

H. Maintain and replace all gates and barricades.

I. Maintain and keep in good working order the hoists, hoist equipment, lifts and elevators.

J. Maintain and keep in good working order all neon directional, informational, and advertising signs located in the interior or on the exterior of the facility.

### Article IX.

*Compliance with law; Liens.*

The Operator agrees to operate such facility as first hereinabove described in compliance at all times with this Agreement and all laws, statutes, ordinances and rules and regulations which are now in effect or which may be hereafter adopted, particularly, but not limited to, all rules and regulations of the Bureau of Parking, Department of Streets and Sanitation. The Operator agrees to keep premises, facility and appurtenances first hereinabove described free and clear of any and all liens in any way arising out of the Operator's use and maintenance thereof.

### Article X.

*Operation of facility.*

The Operator agrees to operate the facility subject to all provisions of this Agreement for the convenience of the public during the terms hereof and shall use and occupy the above premises solely for off-street parking of motor vehicles. The Operator shall use his best efforts to secure, maintain and develop the parking business conducted by him under the terms of this Agreement and to increase the same whenever and wherever possible, and shall refrain from and prevent the diversion of any such parking business from the facility whenever possible.

### Article XI.

*Hours of operation.*

The Operator agrees to operate the facility twenty-four (24) hours a day, seven (7) days a week, holidays included. The actual hours of operation will be determined by the Commissioner and may be changed from time to time at his sole discretion. Such change shall take effect within forty-eight (48) hours, Sundays and holidays excluded, after written notice thereof is received by the operator.

### Article XII.

*Vehicle parking.*

At no time shall the Operator remove or permit or cause to be removed from the premises and facility any vehicle placed thereon for parking purposes without the express consent of the owner or operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator enter or drive, or permit or cause to be entered or driven, any vehicle which has been placed upon the premises for the purpose of self-parking, without the express consent of the owner or operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator accept or cause to be accepted for parking any commercial vehicles, except with the prior written approval signed by the Commissioner. At no time shall the Operator permit or cause to be permitted the parking of any vehicle whatsoever on or in the premises and facility free of charge.

### Article XIII.

*Operator's employees.*

A. The Operator hereby agrees to select, employ and pay such personnel as may be required in the operation of the facility first hereinabove mentioned, unless otherwise specifically provided for in this Agreement. The Operator agrees further that in performing the covenants, promises and conditions under this Agreement, he shall not discriminate against any worker, employee or applicant, nor against any member of the public, on account of race, creed, color or national origin, nor otherwise commit an unfair employment practice.

B. The Operator agrees further to do or cause to be done the following:

1. To supervise, direct and manage the activities of his employees in such manner as to provide prompt, safe, efficient and courteous services as will be adequate to meet all reasonable demands for parking services on the premises and facility, and to provide a sufficient number of said employees as to enable such services to be provided at all times of the operation of said facility.
2. To cause and require all employees serving as attendants on the premises and facility to wear uniforms, caps and badges to be supplied by and at the expense of the Operator and to require said employees at all times to present a neat and clean appearance. The color and design of said uniforms, caps and badges shall be first approved in writing signed by the Commissioner.

### Article XIV.

*Insurance.*

A. The City, at the time or prior to the execution of this Agreement, agrees to furnish all the insurance required under this Agreement and this Article, to be paid from the revenues resulting from the operation of the facility first hereinabove described. All policies of insurance shall name the beneficiary as indicated below and shall be delivered to and held by the City Comptroller. Said insurance shall be placed only with such insurance companies as are approved from time to time by the City Comptroller.

B. Each such insurance policy as set forth in this Article shall contain a provision to the effect that said insurance cannot be cancelled unless the City Comptroller has been notified not less than thirty (30) days prior to the intended cancellation date.

C. In the event that any additional premiums or audits shall be required, the same shall be paid by the City of Chicago from the revenues resulting from the operation of said facility; any return premiums or audits shall be paid to the City of Chicago, for deposit into an appropriate revenue fund.

D. The insurance to be provided as set forth in this Article shall include the following coverages to be maintained during the life of this Agreement:

1. Workmen's Compensation and Occupational Disease Insurance in the names of the City and Operator as insured parties, covering all employees engaged in any work pursuant to this Agreement; liability coverage to be not less than $100,000.00

2. Not applicable to this contract.

3. Not applicable to this contract.

4. Not applicable to this contract.

5. Garage Keeper's Legal Liability, Fire and Explosion, Theft of Automobile, and Combined Coverage, in the names of the City and Operator as insured parties, to include riot, civil commotion, vandalism and malicious mischief with a $25.00 deductible provision, and a $100.00 deductible provision for collision and upset.

6. Plate glass coverage, in the names of the City and Operator as insured parties, fully covering all plate glass of the facility.

7. Commercial Blanket Fidelity Bond, in the name of the Operator as the insured party, covering all employees; liability coverage to be not less than $25,000.00.

8. Broad Form Money and Securities Insurance, in the name of the Operator as the insured party, covering interior and exterior locations, if necessary, liability coverage to be not less than $1,000.00.

9. Comprehensive Public Liability and Property Damage Insurance, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries from any one accident; and $50,000.00 for property damage resulting from any one accident.

10. Owner's or Landlord's Protective Policy, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries resulting from any one accident; and $50,000.00 for property damage resulting from any one accident.

11. Not applicable to this contract.

### Article XV.

*Destruction of facilities.*

A. In the event the premises and facility or a part thereof shall become damaged or destroyed by fire, explosion, or other casualty, and if the Commissioner determines in his sole judgment that said damages can be repaired within a reasonable time, upon notification thereof, the Operator agrees to submit plans and specifications for approval by the Commissioner, which are necessary to restore the premises and facility to the condition which existed prior to said damage, and agrees to make all repairs according to said plans and specifications after approval by the Commissioner. Failure of the Operator to submit said plans and specifications to the Commissioner within ten (10) days after the casualty above described, or failure to commence said restoration work within five (5) days after the Operator has received the plans and specifications as approved by the Commissioner, or failure to complete such restoration work within a reasonable time, will constitute an abandonment by the Operator.

B. The cost of such repairs and restoration described in this Article shall be paid from the funds received by the City and Operator under insurance policies to the extent said costs are thereunder covered. Should any balance of costs remain which are not covered by said insurance policies, fifty (50) percent of said balance shall be paid by the City and fifty (50) percent shall be paid by the Operator.

C. Notwithstanding the foregoing provisions, in the event of a casualty described in Paragraph A of this Article, the Commissioner may elect, in his sole judgment, to consider said premises and facility beyond repair and refuse to permit the repair, reconstruction or restoration of said premises and facility, and upon written notice of said election from the Commissioner to the Operator within thirty (30) days from the date of said casualty, the obligation of the operator to pay such rent and charges as are hereinafter reserved to the City shall cease and this Agreement shall thereupon terminate; provided, however, that all rents and charges theretofore accrued shall remain due and payable by the Operator forthwith.

### Article XVI.

*Indemnification.*

The Operator shall assume all risks incident to or in connection with his business to be conducted hereunder and shall be solely responsible for all accidents or injuries of whatsoever kind or nature as may be sustained by any persons or property and the Operator shall indemnify, defend and save harmless the City, its officers, agents and employees from any and all claims, suits, losses or damages arising from said accidents or injuries of whatsoever kind or nature, arising directly or indirectly out of the operation of said business, or resulting from the carelessness, negligence or improper conduct of the City, Operator or any of their officers, agents or employees. Said Operator shall also indemnify, defend and save harmless the City, its officers, agents and employees from any penalties for violation of any law, statute, ordinance or regulation affecting its operations.

### Article XVII.

*Operator's Performance Bond.*

The Operator shall deliver to the City at the time of or prior to the execution of this Agreement an approved Government Bond payable to bearer or the City of Chicago or, in lieu thereof, a Performance Bond approved by the City Comptroller and the Corporation Counsel in the amount of $3,500.00. Said bond shall be conditioned upon the full and faithful performance by the Operator of each and every covenant, promise, term, condition, undertaking and agreement set forth in this Agreement.

### Article XVIII.

*Parking fees and charges.*

The Operator hereby agrees to charge for parking vehicles on the premises and facility first hereinabove described the following fees, rates and charges, during the term of this Agreement:

A. *Transient.*

| | |
|---|---|
| First half hour | $ 0.05 |
| Second half hour | 0.05 |
| Third half hour | 0.05 |
| Fourth half hour | 0.05 |
| Fifth half hour | 0.05 |
| Each hour thereafter | 0.10 |

B. *Monthly.*

| | |
|---|---|
| For each one-month period | $10.00 |

C. It is understood and agreed that parking fees, rates and charges may be changed by the Commissioner when authorized and directed to do so by the City Council of the City of Chicago and the Operator agrees to make such changes when directed to do so by the Commissioner. Fees, rates and charges shall be put into effect within forty-eight (48) hours after written notification thereof has been given to the Operator by the Commissioner and shall remain in effect until changed by the Commissioner as herein provided.

### Article XIX.

*License fees, taxes and charges; budget; and compensation.*

A. *License fees, taxes and charges.*

The Operator shall advance all license fees, taxes and charges assessed under local ordinances and State and Federal statutes to the extent that they are applicable to the operation of the Facility. The Operator shall also secure armored car service for the daily collection of revenue from the Facility and advance payment for such services, the selection of the armored car service to be approved in writing by the Commissioner prior to the use thereof by the Operator.

B. *Budget.*

All expenses incurred or to be incurred by the Operator in anticipation of the advancement of funds under this Agreement shall be set forth in a budget for approval by the Commissioner on a form prescribed by the Commissioner, which shall include, but shall not be limited to, license fees, taxes, charges, employee payrolls and like expenses. The budget herein provided for shall be submitted no later than thirty (30) days following the execution of this Agreement and shall be supplemented from time to time so as to reflect such changes or additions as may become necessary or as requested by the Commissioner. The Operator shall submit such detailed supporting data as the Commissioner may request. Each expense item for which reimbursement is being claimed shall be designated as a reimbursable item on said budget. No expense item shall be reimbursed to the Operator unless approved by the Commissioner and the Independent Engineer.

C. *Compensation to Operator.*

For full and faithful performance of the provisions contained in this Agreement the Operator of Facility No. 44 shall be paid for the period of this Agreement 10.0% of all gross revenue collected.

D. *Settlement and reimbursement.*

The Operator's total fee and expense reimbursement shall be computed, finalized and settled for the entire period of this Agreement, specifically on the basis of actual results of the operation of the facility for the period covered by this Agreement, as determined by an examination of the books and records of the Operator by the City after the termination of said period; provided, however, that the City shall make monthly payments of fees and reimbursable expenses, with quarterly adjustments, which shall substantially cover the Operator's earned fees and actual reimbursable expenses for each month under the following procedure:

(1) It is estimated that the Operator's yearly management fee for Facility No. 44 will be approximately $3,250.00 and that the Operator's annual reimbursable expense will be approximately $11,270.00 making the total annual payment to the Operator to be approximately $14,520.00. The Operator shall receive a monthly reimbursement of one-twelfth of the total approximate yearly payment, or $1,210.00 on the tenth day of the following month for the first eleven months of the Agreement. The final settlement payment shall constitute the twelfth payment.

(2) At the end of the first three quarters of the the period of this Agreement, the Operator shall submit to the City quarterly expense statements reflecting actual expenses incurred within each said quarter by the Operator for said facility. At the end of each quarter the Commissioner shall review actual management fees earned and expenses incurred and if, in his sole judgment, the estimated monthly reimbursement does not correctly reflect actual operations, he may appropriately adjust the monthly reimbursement to reflect actual operating conditions.

(3) At the end of the fourth quarter of the period of this Agreement, the Operator shall submit to the City the fourth quarterly reimbursable expense satement reflecting actual expenses incurred within said quarter. This quarterly statement, when combined with the three previously submitted quarterly statements, shall be used as the basis for computing the final settlement, subject to the aforementioned audit. Such audit shall be completed within 90 days after the expiration of this Agreement and final settlement shall be made within 120 days after the expiration of this Agreement.

In the event that parking rates for Facility No. 44 are increased and are to take effect at any time during the period of this Agreement, this Article XIX shall be subject to review, adjustment and renegotiation by and between the City and the Operator with respect to compensation, and supplemental agreement by and between said parties shall be drawn for the approval of the City Council and execution by the parties.

### Article XX.

*Collection of fees and charges.*

All parking fees and charges made and collected by the Operator and his employees under the terms of this Agreement shall be deposited daily with the armored car service referred to in Article XIX. B. hereof and said armored car service shall deposit said fees and charges for credit to such appropriate revenue account as shall be designated by the Commissioner, said procedure set forth in further detail in the Rules and Regulations promulgated by the Bureau of Parking. All such parking fees and charges shall be made pursuant to parking tickets supplied by the City, which shall be time stamped by the Operator and his employees in accordance with the Rules and Regulations hereinabove referred to, with the exception of monthly charges, otherwise provided for therein.

### Article XXI.

*Operator's records.*

The Operator shall keep accurate records, books and accounts in conformity with a system approved by the Commissioner and agrees to permit authorized personnel of the City to examine said records, books and accounts at any reasonable time as a matter of right.

### Article XXII.

*Vacation and abandonment of premises.*

A. If the Operator shall vacate, desert or abandon the premises and facility, or shall permit the same to remain vacated, deserted or abandoned for a period of ten (10) days, or if the Operator shall breach any covenant, promise or condition set forth in this Agreement, or if the Operator shall default in the payment of any rent or charges payable by him under this Agreement, or if the Operator shall sell, assign or mortgage this Agreement or any provision hereof, or if the Operator shall be in default with respect to his performance of any covenants, promises or conditions contained in this Agreement, or if the Operator shall fail to comply with any of the statutes, ordinances, rules, orders, regulations or requirements of the Federal, State and City government, or any and all of their departments and bureaus applicable or pertinent to said premises and facility, or in the event of the death or incapacity of the Operator, then the Operator's right to possession of the premises and facility thereupon shall cease and terminate, with or without any notice or demand whatsoever if the City so elects, but not otherwise. In such event or events hereinabove set forth, whether this Agreement shall be terminated or not, the Operator agrees to surrender to the City possession of the premises and facility immediately without notice to quit or demand for possession of the premises and facility whatsoever, and the Operator hereby grants to the City full and free license to enter into and upon said premises and facility, or any part thereof, to take possession thereof and expel and remove the Operator or any other person who may be occupying the premises and facility or any part thereof, without resort to courts for an order sanctioning such action, and the City may use force in expelling and removing the Operator and such other person as may be reasonably necessary to accomplish said purpose. It is agreed by the Operator that said entry of the premises and facility by the City shall not constitute a trespass or forcible entry or detainer, nor shall it cause forfeiture of charges due by virtue of the provisions of this Agreement, nor a waiver of any covenant, agreement or promise in this Agreement to be performed by the Operator.

B. The Operator hereby waives all notice of any election made by the City under this Agreement, demand for revenues or other charges reserved under this Agreement, notice to quit, demand for possession, and any and all notices and demands whatsoever, of every kind and nature, which may or shall be required by any statute of this State relating to forcible entry and detainer, or to landlord and tenant, or any other statute, or under the common law, during the term of this Agreement. The acceptance of any rents or charges reserved by the City under this Agreement, whether in a single instance or repeatedly, after they shall fall due, or after knowledge of any breach hereof by the Operator, or giving or making of any notice or demand, whether according to any statutory provisions or not, or any act or series of acts, except an express written waiver, shall not be construed as a waiver of the City's right to act without notice or demand or any other right hereby given the City, or as an election not to proceed under the provisions of this Agreement.

D. If the Operator shall file a petition in bankruptcy or shall be involuntarily placed in bankruptcy, or shall be adjudicated a bankrupt, or shall make an assignment for the benefit of creditors, or shall take advantage of any provisions in any statute or ordinance for the advantage of insolvent persons, the City may elect to terminate this Agreement and the term hereof and take immediate possession of the premises facility and appurtenances without notice.

E. In the event the City elects to terminate this Agreement because of a violation of any provisions of this Article, upon such termination the Operator shall compensate the City for any loss in revenue as may be sustained by reason of such termination and provision for such compensation shall be made a condition of the Performance Bond referred to in Article XVII of this Agreement.

F. It is further agreed by and between the parties that the rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

### Article XXIII.

*Costs, expenses and attorney's fees.*

The Operator agrees to pay and discharge all costs, expenses and attorney's fees which shall be incurred and expended by the City in enforcing the covenants, promises and conditions of this Agreement, whether by the institution of litigation or in taking of advice of counsel, or otherwise.

### Article XXIV.

*Notices.*

Notices to the City provided under this Agreement may be sent by registered mail, postage prepaid, addressed to the Commissioner of Streets and Sanitation, Room 707, City Hall, Chicago, Illinois, 60602, and notices to the Operator provided for in this Agreement may be sent by registered mail, postage prepaid, addressed to the Operator at: L. E. Alport and Company, 5237 South Harper Avenue, Chicago, Illinois or in either case to such other respective parties and addresses as the parties hereto may designate in writing from time to time. Such notices shall be deemed to have been given when deposited in any United States Post Office.

### Article XXV.

*Construction of Agreement.*

It is agreed by and between the parties hereto that all general provisions, terms, phrases, and expressions shall be subject to rules of construction as will fully implement the true intent and meaning of the parties to this Agreement, including, but not limited to, the following:

A. Words importing the singular number may extend and be applied to several persons or things, and words importing the plural number may include the singular.

B. Words importing the masculine gender may be applied to the feminine gender and to impersonal legal entities.

C. The word "month" means a calendar month, and the word "year" means a calendar year, unless otherwise expressed.

### Article XXVI.

*City Council approval.*

This Agreement was authorized by the City Council of the City of Chicago, on the ............day of ........................ A.D. 19...... Council Journal page.......

In Witness Whereof, the parties hereto have caused this Agreement to be executed under their respective seals on the day and year first above written.

City of Chicago, a municipal corporation.

By: ....................................
Commissioner of Streets and Sanitation

By: ....................................
City Comptroller

Operator:

By: ....................................
Title

By: ....................................
Attest Title

(Corporate seal)

Approved:

....................................
Independent Engineer

Approved as to form and legality, except as to property description and execution:

....................................
Assistant Corporation Counsel

ACKNOWLEDGMENT BY PRINCIPAL IF AN INDIVIDUAL

State of Illinois }
} ss
County of Cook }

I, ...................................., a Notary Public in and for the County and State aforesaid, Do Hereby Certify that ............................................ who is personally known to me to be the same person whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial seal, this ............... day of ................................. A.D. 1969.

....................................
Notary Public

My Commission Expires..........

SECTION 2. This ordinance shall be effective from and after the date of its passage.

### Execution of Parking Facility Operator's Lease Agreement Authorized for Parking Facility No. 45.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on December 30, 1969, page 7346, recommending that the City Council pass a proposed ordinance transmitted with the committee's report [Proposed ordinance printed in Committee Pamphlet No. 19], to authorize execution of Parking Facility Operator's Lease Agreement for Parking Facility No. 45 for Year 1970.

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Singer, Fifielski, Kerwin, Wigoda, Sperling—39.

*Nays*—Aldermen Despres, Simon, Scholl, McCutcheon, Hoellen, O'Rourke—6.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Streets and Sanitation is hereby authorized and directed to execute on behalf of the City of Chicago, the City Comptroller to countersign, and the City Clerk to attest, upon approval of the Corporation Counsel as to form and legality, a Parking Facility Operator's Agreement between the City of Chicago and Sam D. Kaplan Auto Parks for Chicago Parking Facility No. 45 at No. 6333 N. Western Avenue. Said agreement is attached to this ordinance and made a part hereof, the same as if incorporated herein.

CITY OF CHICAGO
PARKING FACILITY
OPERATOR'S AGREEMENT

This Agreement, made this ...................... day of ............................., A.D. 19...., between the City of Chicago, a municipal corporation of the State of Illinois (sometimes hereinafter referred to as "City"), and Sam D. Kaplan d/b/a, Sam D. Kaplan Auto Parks (sometimes hereinafter referred to as "Operator").

This Agreement Witnesseth:

That for and in consideration of the mutual promises, covenants, terms and conditions, both general and special, as hereinafter set forth, the City hereby grants to the Operator the privileges hereinafter described and the Operator agrees to assume the duties, responsibilities, and obligations as hereinafter set forth, with respect to the premises and parking facility described as follows:

6333 North Western Avenue, Chicago, Illinois, known as City of Chicago Parking Facility No. 45.

This City of Chicago Parking Facility Operator's Agreement constitutes the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences shall be implied or impressed upon such Agreement that are not herein set forth.

The term of this Agreement shall be for the period of one (1) year beginning on the 1st day of January, 1970, and ending on the 31st day of December, 1970, unless said terms shall be sooner terminated as hereinafter provided.

Article I.

*Definition of terms.*

A. "Bureau of Parking" means that agency of the City of Chicago, having management and control of the establishment, operation and maintenance of parking facilities.

B. "Commissioner" means the Commissioner of Streets and Sanitation of the City of Chicago, or any other official designated by the City Council to have administrative supervision over the Bureau of Parking.

C. "Operator" means any natural person, partnership, corporation, company or other legal entity who or which owns, controls, manages and directs the business of parking motor vehicles on public off-street parking lots, or in public off-street parking garages, or in other public off-street parking facilities.

Article II.

*Assignment or transfer.*

The Operator shall not assign or transfer this

Agreement nor any of the rights or privileges granted hereby nor enter into any contract requiring or permitting the doing of any act hereunder by an independent contractor, unless otherwise expressly provided herein, without prior written approval signed by the Commissioner. If the Operator is a partnership or corporation or legal entity other than a natural person, and control of said entity changes at any time during the term hereof, the City may, at its option, deem and declare such change as a breach of this Agreement and take immediate possession of said premises and facility first hereinabove described. It is understood and agreed by and between the City and the Operator that nothing contained in this Agreement is intended or shall be construed as in any way creating or establishing the relationship of co-partners or joint venturers between the parties hereto.

### Article III.

*Present condition of premises.*

The Operator has examined the premises, facilities and appurtenances first hereinabove described, prior to and as a condition precedent to his acceptance and the execution of this Agreement, and is satisfied with the physical condition of said premises, and his taking possession shall constitute conclusive evidence of his receipt thereof in safe and sanitary condition, and in good order and repair, unless otherwise specified herein. The Operator agrees and admits that no representations as to condition or repair have been made by the City or its officers, employees or agents, which are not herein expressed or endorsed hereon, and that no promises to decorate, alter, repair or improve said premises, before, at or after the execution of this Agreement by the parties, not expressly contained herein, have been made by the City or its officers, employees or agents.

### Article IV.

*Future condition of premises.*

The Operator shall keep the premises, facility and appurtenances first hereinabove described in a safe, sanitary and sightly condition, and in good repair, and shall yield the same back to the City upon the termination of this Agreement in such condition and repair, ordinary wear and tear excepted. If said premises and facility shall not be so kept by the Operator, the City may enter the premises (without such entry constituting a termination of the privileges herein granted or an interference with the possession of or construction or other eviction from said premises and facility) and do all things necessary to restore said premises and facility to the condition herein required.

### Article V.

*Signs and advertising.*

The Operator shall not permit or place, post or cause to be placed or posted any sign, billboard, poster, advertising material or similar devices in view of the general public on, in or about the premises and facility without prior written approval signed by the Commissioner. Any such sign, billboard, poster, advertising material or similar devices not authorized by him may be removed by the City and all cost and expense resulting therefrom shall be charged to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses in addition to the rent and charges otherwise reserved in this Agreement. The City hereby reserves the right to erect and maintain such signs or billboards on the premises and facility, from time to time, as the Commissioner may deem advisable.

### Article VI.

*Alterations and additions.*

The Operator shall make no alterations or additions to the premises and facility first hereinabove described without the prior consent of the City as evidenced by approval in writing signed by the Commissioner. All alterations and additions shall remain as part of said premises and facility unless the City shall otherwise elect, as evidenced by prior approval in writing signed by the Commissioner. Said alterations and additions shall include, but are not limited to, locks, bolts and all fixtures.

### Article VII.

*Maintenance by Operator.*

The Operator agrees to maintain the premises and facility, advancing funds therefor, reimbursement being subject to all provisions of this Agreement, from day to day in good condition and repair and agrees to do all things necessary toward that end, particularly, but not limited to, the following:

A. Maintain all wheel stops and blocks.

B. Maintain and care for all planting.

C. Maintain all washrooms, toilets and rest rooms according to acceptable health standards.

D. Maintain the premises and facility in a clean, presentable condition, prevent accumulations of dirt, paper or trash of any kind upon the premises and facility.

E. Remove snow, ice and other obstructions from adjacent driveways and sidewalks. Said snow, ice and like debris to be removed shall not be placed upon the public ways or any portion thereof.

F. Make minor necessary repairs to plumbing, lighting and heating equipment. It is agreed by and between the parties that the Commissioner in his sole judgment shall determine whether a repair is minor or otherwise.

G. Advance payment for all utility services, including gas, heat, water and electricity, reimbursement being subject to all provisions of this Agreement.

Should the Operator fail to comply with any of the obligations listed above, the City may, after five (5) days notice to comply, in the event of non-compliance, enter upon said premises and take all steps necessary to insure compliance with the above obligations, in addition to other remedies set forth herein, charging the cost and expense of such entry and procedure to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses.

### Article VIII.

*Maintenance by City.*

The City agrees to maintain and pay for the following items of maintenance and equipment:

A. Maintain said facility in structural repair.

B. Make necessary major repairs to plumbing, lighting and heating.

C. Remove snow and ice, except from sidewalks and driveways.

D. Supply and maintain cash register.

E. Supply all parking tickets and other forms.

F. Supply and maintain pavement markings.

G. Supply electric light bulbs and replace said bulbs and fuses when necessary.

H. Maintain and replace all gates and barricades.

I. Maintain and keep in good working order the hoists, hoist equipment, lifts and elevators.

J. Maintain and keep in good working order all neon directional, informational, and advertising signs located in the interior or on the exterior of the facility.

### Article IX.

*Compliance with law; Liens.*

The Operator agrees to operate such facility as first hereinabove described in compliance at all times with this Agreement and all laws, statutes, ordinances and rules and regulations which are now in effect or which may be hereafter adopted, particularly, but not limited to, all rules and regulations of the Bureau of Parking, Department of Streets and Sanitation. The Operator agrees to keep premises, facility and appurtenances first hereinabove described free and clear of any and all liens in any way arising out of the Operator's use and maintenance thereof.

### Article X.

*Operation of facility.*

The Operator agrees to operate the facility subject to all provisions of this Agreement for the convenience of the public during the terms hereof and shall use and occupy the above premises solely for off-street parking of motor vehicles. The Operator shall use his best efforts to secure, maintain and develop the parking business conducted by him under the terms of this Agreement and to increase the same whenever and wherever possible, and shall refrain from and prevent the diversion of any such parking business from the facility whenever possible.

### Article XI.

*Hours of operation.*

The Operator agrees to operate the facility twenty-four (24) hours a day, seven (7) days a week, holidays included. The actual hours of operation will be determined by the Commissioner and may be changed from time to time at his sole discretion. Such change shall take effect within forty-eight (48) hours, Sundays and holidays excluded, after written notice thereof is received by the operator.

### Article XII.

*Vehicle parking.*

At no time shall the Operator remove or permit or cause to be removed from the premises and facility any vehicle placed thereon for parking purposes without the express consent of the owner or operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator enter or drive, or permit or cause to be entered or driven, any vehicle which has been placed upon the premises for the purpose of self-parking, without the express consent of the owner or operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator accept or cause to be accepted for parking any commercial vehicles, except with the prior written approval signed by the Commissioner. At no time shall the Operator permit or cause to be permitted the parking of any vehicle whatsoever on or in the premises and facility free of charge.

### Article XIII.

*Operator's employees.*

A. The Operator hereby agrees to select, employ and pay such personnel as may be required in the operation of the facility first hereinabove mentioned, unless otherwise specifically provided for in this Agreement. The Operator agrees further that in performing the covenants, promises and conditions under this Agreement, he shall not discriminate against any worker, employee or applicant, nor against any member of the public, on account of race, creed, color or national origin, nor otherwise commit an unfair employment practice.

B. The Operator agrees further to do or cause to be done the following:

1. To supervise, direct and manage the activities of his employees in such manner as to provide prompt, safe, efficient and courteous services as will be adequate to meet all reasonable demands for parking services on the premises and facility, and to provide a sufficient number of said employees as to enable such services to be provided at all times of the operation of said facility.
2. To cause and require all employees serving as attendants on the premises and facility to wear uniforms, caps and badges to be supplied by and at the expense of the Operator and to require said employees at all times to present a neat and clean appearance. The color and design of said uniforms, caps and badges shall be first approved in writing signed by the Commissioner.

### Article XIV.

*Insurance.*

A. The City, at the time or prior to the execution of this Agreement, agrees to furnish all the insurance required under this Agreement and this Article, to be paid from the revenues resulting from the operation of the facility first hereinabove described. All policies of insurance shall name the beneficiary as indicated below and shall be delivered to and held by the City Comptroller. Said insurance shall be placed only with such insurance companies as are approved from time to time by the City Comptroller.

B. Each such insurance policy as set forth in this Article shall contain a provision to the effect that said insurance cannot be cancelled unless the City Comptroller has been notified not less than thirty (30) days prior to the intended cancellation date.

C. In the event that any additional premiums or audits shall be required, the same shall be paid by the City of Chicago from the revenues resulting from the operation of said facility; any return premiums or audits shall be paid to the City of Chicago, for deposit into an appropriate revenue fund.

D. The insurance to be provided as set forth in this Article shall include the following coverages to be maintained during the life of this Agreement:

1. Workmen's Compensation and Occupational Disease Insurance in the names of the City and Operator as insured parties, covering all employees engaged in any work pursuant to this Agreement; liability coverage to be not less than $100,000.00.

2. Fire, Extended Coverage, Vandalism and Malicious Mischief, in the name of the City as the insured party, with not less than eighty (80) percent co-insurance on all buildings included in said facility; liability coverage to be not less than $5,000.00.

3. Not applicable to this contract.

4. Not applicable to this contract.

5. Garage Keeper's Legal Liability, Fire and Explosion, Theft of Automobile, and Combined Coverage, in the names of the City and Operator as insured parties, to include riot, civil commotion, vandalism and malicious mischief with a $25.00

deductible provision, and a $100.00 deductible provision for collision and upset.

6. Plate glass coverage, in the names of the City and Operator as insured parties, fully covering all plate glass of the facility.

7. Commercial Blanket Fidelity Bond, in the name of the Operator as the insured party, covering all employees; liability coverage to be not less than $25,000.00.

8. Broad Form Money and Securities Insurance, in the name of the Operator as the insured party, covering interior and exterior locations, if necessary, liability coverage to be not less than $2,000.00.

9. Comprehensive Public Liability and Property Damage Insurance, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries from any one accident; and $50,000.00 for property damage resulting from any one accident.

10. Owner's or Landlord's Protective Policy, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries resulting from any one accident; and $50,000.00 for property damage resulting from any one accident.

11. Not applicable to this contract.

### Article XV.

*Destruction of facilities.*

A. In the event the premises and facility or a part thereof shall become damaged or destroyed by fire, explosion, or other casualty, and if the Commissioner determines in his sole judgment that said damages can be repaired within a reasonable time, upon notification thereof, the Operator agrees to submit plans and specifications for approval by the Commissioner, which are necessary to restore the premises and facility to the condition which existed prior to said damage, and agrees to make all repairs according to said plans and specifications after approval by the Commissioner. Failure of the Operator to submit said plans and specifications to the Commissioner within ten (10) days after the casualty above described, or failure to commence said restoration work within five (5) days after the Operator has received the plans and specifications as approved by the Commissioner, or failure to complete such restoration work within a reasonable time, will constitute an abandonment by the Operator.

B. The cost of such repairs and restoration described in this Article shall be paid from the funds received by the City and Operator under insurance policies to the extent said costs are thereunder covered. Should any balance of costs remain which are not covered by said insurance policies, fifty (50) percent of said balance shall be paid by the City and fifty (50) percent shall be paid by the Operator.

C. Notwithstanding the foregoing provisions, in the event of a casualty described in Paragraph A of this Article, the Commissioner may elect, in his sole judgment, to consider said premises and facility beyond repair and refuse to permit the repair, reconstruction or restoration of said premises and facility, and upon written notice of said election from the Commissioner to the Operator within thirty (30) days from the date of said casualty, the obligation of the operator to pay such rent and charges as are hereinafter reserved to the City shall cease and this Agreement shall thereupon terminate; provided, however, that all rents and charges theretofore accrued shall remain due and payable by the Operator forthwith.

### Article XVI.

*Indemnification.*

The Operator shall assume all risks incident to or in connection with his business to be conducted hereunder and shall be solely responsible for all accidents or injuries of whatsoever kind or nature as may be sustained by any persons or property and the Operator shall indemnify, defend and save harmless the City, its officers, agents and employees from any and all claims, suits, losses or damages arising from said accidents or injuries of whatsoever kind or nature, arising directly or indirectly out of the operation of said business, or resulting from the carelessness, negligence or improper conduct of the City, Operator or any of their officers, agents or employees. Said Operator shall also indemnify, defend and save harmless the City, its officers, agents and employees from any penalties for violation of any law, statute, ordinance or regulation affecting its operations.

### Article XVII.

*Operator's Performance Bond.*

The Operator shall deliver to the City at the time of or prior to the execution of this Agreement an approved Government Bond payable to bearer or the City of Chicago or, in lieu thereof, a Performance Bond approved by the City Comptroller and the Corporation Counsel in the amount of $1,000.00. Said bond shall be conditioned upon the full and faithful performance by the Operator of each and every covenant, promise, term, condition, undertaking and agreement set forth in this Agreement.

### Article XVIII.

*Parking fees and charges.*

The Operator hereby agrees to charge for parking vehicles on the premises and facility first hereinabove described the following fees, rates and charges, during the term of this Agreement:

A. *Transient.*

| | |
|---|---|
| First half hour | $0.10 |
| Second half hour | 0.10 |
| Each hour thereafter | 0.10 |

B. *Monthly.*

| | |
|---|---|
| For each one-month period | $ 10.00 |
| Special space rental, per month | 112.50 |

C. It is understood and agreed that parking fees, rates and charges may be changed by the Commissioner when authorized and directed to do so by the City Council of the City of Chicago and the Operator agrees to make such changes when directed to do so by the Commissioner. Fees, rates and charges shall be put into effect within forty-eight (48) hours after written notification thereof has been given to the Operator by the Commissioner and shall remain in effect until changed by the Commissioner as herein provided.

### ARTICLE XIX.

*License fees, taxes and charges; budget; and compensation.*

A. *License fees, taxes and charges.*

The Operator shall advance all license fees, taxes and charges assessed under local ordinances and State and Federal statutes to the extent that they are applicable to the operation of the Facility. The Operator shall also secure armored car service for the daily collection of revenue from the Facility and advance payment for such services, the selection of the armored car service to be approved in writing by the Commissioner prior to the use thereof by the Operator.

B. *Budget.*

All expenses incurred or to be incurred by the Operator in anticipation of the advancement of funds under this Agreement shall be set forth in a budget for approval by the Commissioner on a form prescribed by the Commissioner, which shall include, but shall not be limited to, license fees, taxes, charges, employee payrolls and like expenses. The budget herein provided for shall be submitted no later than thirty (30) days following the execution of this Agreement and shall be supplemented from time to time so as to reflect such changes or additions as may become necessary or as requested by the Commissioner. The Operator shall submit such detailed supporting data as the Commissioner may request. Each expense item for which reimbursement is being claimed shall be designated as a reimbursable item on said budget. No expense item shall be reimbursed to the Operator unless approved by the Commissioner and the Independent Engineer.

C. *Compensation to Operator.*

For full and faithful performance of the provisions contained in this Agreement the Operator of Facility No. 45 shall be paid for the period of this Agreement 10.0% of all gross revenue collected.

D. *Settlement and reimbursement.*

The Operator's total fee and expense reimbursement shall be computed, finalized and settled for the entire period of this Agreement, specifically on the basis of actual results of the operation of the facility for the period covered by this Agreement, as determined by an examination of the books and records of the Operator by the City after the termination of said period; provided, however, that the City shall make monthly payments of fees and reimbursable expenses, with quarterly adjustments, which shall substantially cover the Operator's earned fees and actual reimbursable expenses for each month under the following procedure:

(1) It is estimated that the Operator's yearly management fee for Facility No. 45 will be approximately $930.00 and that the Operator's annual reimbursable expense will be approximately $9,750.00 making the total annual payment to the Operator to be approximately $10,680.00. The Operator shall receive a monthly reimbursement of one-twelfth of the total approximate yearly payment, or $890.00 on the tenth day of the following month for the first eleven months of the Agreement. The final settlement payment shall constitute the twelfth payment.

(2) At the end of the first three quarters of the period of this Agreement, the Operator shall submit to the City quarterly expense statements reflecting actual expenses incurred within each said quarter by the Operator for said facility. At the end of each quarter the Commissioner shall review actual management fees earned and expenses incurred and if, in his sole judgment, the estimated monthly reimbursement does not correctly reflect actual operations, he may appropriately adjust the monthly reimbursement to reflect actual operating conditions.

(3) At the end of the fourth quarter of the period of this Agreement, the Operator shall submit to the City the fourth quarerly reimbursable expense statement reflecting actual expenses incurred within said quarter. This quarterly statement, when combined with the three previously submitted quarterly statements, shall be used as the basis for computing the final settlement, subject to the aforementioned audit. Such audit shall be completed within 90 days after the expiration of this Agreement and final settlement shall be made within 120 days after the expiration of this Agreement.

In the event that parking rates for Facility No. 45 are increased and are to take effect at any time during the period of this Agreement, this Article XIX shall be subject to review, adjustment and renegotiation by and between the City and the Operator with respect to compensation, and supplemental agreement by and between said parties shall be drawn for the approval of the City Council and execution by the parties.

### Article XX.

*Collection of fees and charges.*

All parking fees and charges made and collected by the Operator and his employees under the terms of this Agreement shall be deposited daily with the armored car service referred to in Article XIX. B. hereof and said armored car service shall deposit said fees and charges for credit to such appropriate revenue account as shall be designated by the Commissioner, said procedure set forth in further detail in the Rules and Regulations promulgated by the Bureau of Parking. All such parking fees and charges shall be made pursuant to parking tickets supplied by the City, which shall be time stamped by the Operator and his employees in accordance with the Rules and Regulations hereinabove referred to, with the exception of monthly charges, otherwise provided for therein.

### Article XXI.

*Operator's records.*

The Operator shall keep accurate records, books and accounts in conformity with a system approved by the Commissioner and agrees to permit authorized personnel of the City to examine said records, books and accounts at any reasonable time as a matter of right.

### Article XXII.

*Vacation and abandonment of premises.*

A. If the Operator shall vacate, desert or abandon the premises and facility, or shall permit the same to remain vacated, deserted or abandoned for a period of ten (10) days, or if the Operator shall breach any covenant, promise or condition set forth in this Agreement, or if the Operator shall default in the payment of any rent or charges payable by him under this Agreement, or if the Operator shall sell, assign or mortgage this Agreement or any provision hereof, or if the Operator shall be in default with respect to his performance of any covenants, promises or conditions contained in this Agreement, or if the Operator shall fail to comply with any of the statutes, ordinances, rules, orders, regulations or requirements of the Federal, State and City government, or any and all of their departments and bureaus applicable or pertinent to said premises and facility, or in the event of the death or incapacity of the Operator, then the Operator's right to possession of the premises and facility thereupon shall cease and terminate, with or without any notice or demand whatsoever if the City so elects, but not otherwise. In such event or events hereinabove set forth, whether this Agreement shall be terminated or not, the Operator agrees to surrender to the City possession of the premises and facility immediately without notice to quit or demand for possession of the premises and facility whatsoever, and the Operator hereby grants to the City full and free license to enter into and upon said premises and facility, or any part thereof, to take possession thereof and expel and remove the Operator or any other person who may be occupying the premises and facility or any part thereof, without resort to courts for an order sanctioning such action, and the City may use force in expelling and removing the Operator and such other person as may be reasonably necessary to accomplish said purpose. It is agreed by the Operator that said entry of the premises and facility by the City shall not constitute a trespass or forcible entry or detainer, nor shall it cause forfeiture of charges due by virtue of the provisions of this Agreement, nor a waiver of any covenant, agreement or promise in this Agreement to be performed by the Operator.

B. The Operator hereby waives all notice of any election made by the City under this Agreement, demand for revenues or other charges reserved under this Agreement, notice to quit, demand for possession, and any and all notices and demands whatsoever, of every kind and nature, which may or shall be required by any statute of this State relating to forcible entry and detainer, or to landlord and tenant, or any other statute, or under the common law, during the term of this Agreement. The acceptance of any rents or charges reserved by the City under this Agreement, whether in a single instance or repeatedly, after they shall fall due, or after knowledge of any breach hereof by the Operator, or giving or making of any notice or demand, whether according to any statutory provisions or not, or any act or series of acts, except an express written waiver, shall not be construed as a waiver of the City's right to act without notice or demand or any other right hereby given the City, or as an election not to proceed under the provisions of this Agreement.

D. If the Operator shall file a petition in bankruptcy or shall be involuntarily placed in bankruptcy, or shall be adjudicated a bankrupt, or shall make an assignment for the benefit of creditors, or shall take advantage of any provisions in any statute or ordinance for the advantage of insolvent persons, the City may elect to terminate this Agreement and the term hereof and take immediate possession of the premises facility and appurtenances without notice.

E. In the event the City elects to terminate this Agreement because of a violation of any provisions of this Article, upon such termination the Operator shall compensate the City for any loss in revenue as may be sustained by reason of such termination and provision for such compensation shall be made a condition of the Performance Bond referred to in Article XVII of this Agreement.

F. It is further agreed by and between the parties that the rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

### Article XXIII.

*Costs, expenses and attorney's fees.*

The Operator agrees to pay and discharge all costs, expenses and attorney's fees which shall be incurred and expended by the City in enforcing the covenants, promises and conditions of this Agreement, whether by the institution of litigation or in taking of advice of counsel, or otherwise.

### Article XXIV.

*Notices.*

Notices to the City provided under this Agreement may be sent by registered mail, postage prepaid, addressed to the Commissioner of Streets and Sanitation, Room 707, City Hall, Chicago, Illinois 60602, and notices to the Operator provided for in this Agreement may be sent by registered mail, postage prepaid, addressed to the Operator at: Sam D. Kaplan Auto Parks, 188 Randolph Tower, Chicago, Illinois, or in either case to such other respective parties and addresses as the parties hereto may designate in writing from time to time. Such notices shall be deemed to have been given when deposited in any United States Post Office.

### Article XXV.

*Construction of Agreement.*

It is agreed by and between the parties hereto that all general provisions, terms, phrases, and expressions shall be subject to rules of construction as will fully implement the true intent and meaning of the parties to this Agreement, including, but not limited to, the following:

A. Words importing the singular number may extend and be applied to several persons or things, and words importing the plural number may include the singular.

B. Words importing the masculine gender may be applied to the feminine gender and to impersonal legal entities.

C. The word "month" means a calendar month, and the word "year" means a calendar year, unless otherwise expressed.

### Article XXVI.

*City Council approval.*

This Agreement was authorized by the City Council of the City of Chicago, on the ............day of ........................ A.D. 19...... Council Journal page.......

In Witness Whereof, the parties hereto have caused this Agreement to be executed under their respective seals on the day and year first above written.

City of Chicago, a municipal corporation.
By: ..........................................
Commissioner of Streets and Sanitation
By: ..........................................
City Comptroller
Operator:
By: ..........................................
Title
By: ..........................................
Attest Title
(Corporate seal)
Approved:
..................................................
Independent Engineer
Approved as to form and legality, except as to property description and execution:
..................................................
Assistant Corporation Counsel

ACKNOWLEDGMENT BY PRINCIPAL IF AN INDIVIDUAL

State of Illinois }
} ss
County of Cook }

I, .........................................., a Notary Public in and for the County and State aforesaid, Do Hereby Certify that ..................................................... who is personally known to me to be the same person whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial seal, this ............... day of ....................................... A.D. 1969.

.................................................
Notary Public
My Commission Expires..........

SECTION 2. This ordinance shall be effective from and after the date of its passage.

## Execution of Parking Facility Operator's Lease Agreement Authorized for Parking Facility No. 46.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on December 30, 1969, page 7346, recommending that the City Council pass a proposed ordinance transmitted with the committee's report [Proposed ordinance printed in Committee Pamphlet No. 19], to authorize execution of Parking Facility Operator's Lease Agreement for Parking Facility No. 46 for Year 1970.

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Singer, Fifielski, Kerwin, Wigoda, Sperling—39.

*Nays*—Aldermen Despres, Simon, Scholl, McCutcheon, Hoellen, O'Rourke—6.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Streets and Sanitation is hereby authorized and directed to execute on behalf of the City of Chicago, the City Comptroller to countersign, and the City Clerk to attest, upon approval of the Corporation Counsel as to form and legality, a Parking Facility Operator's Agreement between the City of Chicago and Sam D. Kaplan Auto Parks for Chicago Parking Facility No. 46 at No. 6340 N. Campbell Avenue. Said agreement is attached to this ordinance and made a part hereof, the same as if incorporated herein.

### CITY OF CHICAGO
### PARKING FACILITY
### OPERATOR'S AGREEMENT

This Agreement, made this ........................ day of ..........................., A.D. 19...., between the City of Chicago, a municipal corporation of the State of Illinois (sometimes hereinafter referred to as "City"), and Sam D. Kaplan d/b/a, Sam D. Kaplan Auto Parks (sometimes hereinafter referred to as "Operator").

This Agreement Witnesseth:

That for and in consideration of the mutual promises, covenants, terms and conditions, both general and special, as hereinafter set forth, the City hereby grants to the Operator the privileges hereinafter described and the Operator agrees to assume the duties, responsibilities, and obligations as hereinafter set forth, with respect to the premises and parking facility described as follows:

6340 North Campbell Avenue, Chicago, Illinois, known as City of Chicago Parking Facility No. 46.

This City of Chicago Parking Facility Operator's Agreement constitutes the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences shall be implied or impressed upon such Agreement that are not herein set forth.

The term of this Agreement shall be for the period of one (1) year beginning on the 1st day of January, 1970, and ending on the 31st day of December, 1970, unless said terms shall be sooner terminated as hereinafter provided.

### Article I.

*Definition of terms.*

A. "Bureau of Parking" means that agency of the City of Chicago, having management and control of the establishment, operation and maintenance of parking facilities.

B. "Commissioner" means the Commissioner of Streets and Sanitation of the City of Chicago or any other official designated by the City Council to have administrative supervision over the Bureau of Parking.

C. "Operator" means any natural person, partnership, corporation, company or other legal entity who or which owns, controls, manages and directs the business of parking motor vehicles on public off-street parking lots, or in public off-street parking garages, or in other public off-street parking facilities.

### Article II.

*Assignment or transfer.*

The Operator shall not assign or transfer this Agreement nor any of the rights or privileges granted hereby, nor enter into any contract requiring or permitting the doing of any act hereunder by an independent contractor, unless otherwise expressly provided herein, without prior written approval signed by the Commissioner. If the Operator is a partnership or corporation or legal entity other than a natural person, and control of said entity changes at any time during the term hereof, the City may, at its option, deem and declare such change as a breach of this Agreement and take immediate possession of said premises and facility first hereinabove described. It is understood and agreed by and between the City and the Operator that nothing contained in this Agreement is intended or shall be construed as in any way creating or establishing the relationship of co-partners or joint venturers between the parties hereto.

### Article III.

*Present condition of premises.*

The Operator has examined the premises, facilities and appurtenances first hereinabove described, prior to and as a condition precedent to his acceptance and the execution of this Agreement, and is satisfied with the physical condition of said premises, and his taking possession shall constitute conclusive evidence of his receipt thereof in safe and sanitary condition, and in good order and repair, unless otherwise specified herein. The Operator agrees and admits that no representations as to condition or repair have been made by the City or its officers, employees or agents, which are not herein expressed or endorsed hereon, and that no promises to decorate, alter, repair or improve said premises, before, at or after the execution of this Agreement by the parties, not expressly contained herein, have been made by the City or its officers, employees or agents.

### Article IV.

*Future condition of premises.*

The Operator shall keep the premises, facility and appurtenances first hereinabove described in a safe, sanitary and sightly condition, and in good repair, and shall yield the same back to the City upon the termination of this Agreement in such condition and repair, ordinary wear and tear excepted. If said premises and facility shall not be so kept by the Operator, the City may enter the premises (without such entry constituting a termination of the privileges herein granted or an interference with the possession of or construction or other eviction from said premises and facility) and do all things necessary to restore said premises and facility to the condition herein required.

### Article V.

*Signs and advertising.*

The Operator shall not permit or place, post or cause to be placed or posted any sign, billboard, poster, advertising material or similar devices in view of the general public on, in or about the premises and facility without prior written approval signed by the Commissioner. Any such sign, billboard, poster, advertising material or similar devices not authorized by him may be removed by the City and all cost and expense resulting therefrom shall be charged to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses in addition to the rent and charges otherwise reserved in this Agreement. The City hereby reserves the right to erect and maintain such signs or billboards on the premises and facility, from time to time, as the Commissioner may deem advisable.

### Article VI.

*Alterations and additions.*

The Operator shall make no alterations or additions to the premises and facility first hereinabove described without the prior consent of the City as evidenced by approval in writing signed by the Commissioner. All alterations and additions shall remain as part of said premises and facility unless the City shall otherwise elect, as evidenced bv prior approval in writing signed by the Commissioner. Said alterations and additions shall include, but are not limited to, locks, bolts and all fixtures.

### Article VII.

*Maintenance by Operator.*

The Operator agrees to maintain the premises and facility, advancing funds therefor, reimbursement being subject to all provisions of this Agreement, from day to day in good condition and repair and agrees to do all things necessary toward that end, particularly, but not limited to, the following:

A. Maintain all wheel stops and blocks.

B. Maintain and care for all planting.

C. Maintain all washrooms, toilets and rest rooms according to acceptable health standards.

D. Maintain the premises and facility in a clean, presentable condition, prevent accumulations of dirt, paper or trash of any kind upon the premises and facility.

E. Remove snow, ice and other obstructions from adjacent driveways and sidewalks. Said snow, ice and like debris to be removed shall not be placed upon the public ways or any portion thereof.

F. Make minor necessary repairs to plumbing, lighting and heating equipment. It is agreed by and between the parties that the Commissioner in his sole judgment shall determine whether a repair is minor or otherwise.

G. Advance payment for all utility services, including gas, heat, water and electricity, reimbursement being subject to all provisions of this Agreement.

Should the Operator fail to comply with any of the obligations listed above, the City may, after five (5) days notice to comply, in the event of non-compliance, enter upon said premises and take all steps necessary to insure compliance with the above obligations, in addition to other remedies set forth herein, charging the cost and expense of such entry and procedure to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses.

### Article VIII.

*Maintenance by City.*

The City agrees to maintain and pay for the following items of maintenance and equipment:

A. Maintain said facility in structural repair.

B. Make necessary major repairs to plumbing, lighting and heating.

C. Remove snow and ice, except from sidewalks and driveways.

D. Supply and maintain cash register.

E. Supply all parking tickets and other forms.

F. Supply and maintain pavement markings.

G. Supply electric light bulbs and replace said bulbs and fuses when necessary.

H. Maintain and replace all gates and barricades.

I. Maintain and keep in good working order the hoists, hoist equipment, lifts and elevators.

J. Maintain and keep in good working order all neon directional, informational, and advertising signs located in the interior or on the exterior of the facility.

### Article IX.

*Compliance with law; Liens.*

The Operator agrees to operate such facility as first hereinabove described in compliance at all times with this Agreement and all laws, statutes, ordinances and rules and regulations which are now in effect or which may be hereafter adopted, particularly, but not limited to, all rules and regulations of the Bureau of Parking, Department of Streets and Sanitation. The Operator agrees to keep premises, facility and appurtenances first hereinabove described free and clear of any and all liens in any way arising out of the Operator's use and maintenance thereof.

### Article X.

*Operation of facility.*

The Operator agrees to operate the facility subject to all provisions of this Agreement for the convenience of the public during the terms hereof and shall use and occupy the above premises solely for off-street parking of motor vehicles. The Operator shall use his best efforts to secure, maintain and develop the parking business conducted by him under the terms of this Agreement and to increase the same whenever and wherever possible, and shall refrain from and prevent the diversion of any such parking business from the facility whenever possible.

### Article XI.

*Hours of operation.*

The Operator agrees to operate the facility twenty-four (24) hours a day, seven (7) days a week, holidays included. The actual hours of operation will be determined by the Commissioner and may be changed from time to time at his sole discretion. Such change shall take effect within forty-eight (48) hours, Sundays and holidays excluded, after written notice thereof is received by the operator.

### Article XII.

*Vehicle parking.*

At no time shall the Operator remove or permit or cause to be removed from the premises and facility any vehicle placed thereon for parking purposes without the express consent of the owner or operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator enter or drive, or permit or cause to be entered or driven, any vehicle which has been placed upon the premises for the purpose of self-parking, without the express consent of the owner or operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator accept or cause to be accepted for parking any commercial vehicles, except with the prior written approval signed by the Commissioner. At no time shall the Operator permit or cause to be permitted the parking of any vehicle whatsoever on or in the premises and facility free of charge.

### Article XIII.

*Operator's employees.*

A. The Operator hereby agrees to select, employ and pay such personnel as may be required in the operation of the facility first hereinabove mentioned, unless otherwise specifically provided for in this Agreement. The Operator agrees further that in performing the covenants, promises and conditions under this Agreement, he shall not discriminate against any worker, employee or applicant, nor against any member of the public, on account of race, creed, color or national origin, nor otherwise commit an unfair employment practice.

B. The Operator agrees further to do or cause to be done the following:

1. To supervise, direct and manage the activities of his employees in such manner as to provide prompt, safe, efficient and courteous services as will be adequate to meet all reasonable demands for parking services on the premises and facility, and to provide a sufficient number of said employees as to enable such services to be provided at all times of the operation of said facility.
2. To cause and require all employees serving as attendants on the premises and facility to wear uniforms, caps and badges to be supplied by and at the expense of the Operator and to require said employees at all times to present a neat and clean appearance. The color and design of said uniforms, caps and badges shall be first approved in writing signed by the Commissioner.

### Article XIV.

*Insurance.*

A. The City, at the time or prior to the execution of this Agreement, agrees to furnish all the insurance required under this Agreement and this Article, to be paid from the revenues resulting from the operation of the facility first hereinabove described. All policies of insurance shall name the beneficiary as indicated below and shall be delivered to and held by the City Comptroller. Said insurance shall be placed only with such insurance companies as are approved from time to time by the City Comptroller.

B. Each such insurance policy as set forth in this Article shall contain a provision to the effect that said insurance cannot be cancelled unless the City Comptroller has been notified not less than thirty (30) days prior to the intended cancellation date.

C. In the event that any additional premiums or audits shall be required, the same shall be paid by the City of Chicago from the revenues resulting from the operation of said facility; any return premiums or audits shall be paid to the City of Chicago, for deposit into an appropriate revenue fund.

D. The insurance to be provided as set forth in this Article shall include the following coverages to be maintained during the life of this Agreement:

1. Workmen's Compensation and Occupational Disease Insurance in the names of the City and Operator as insured parties, covering all employees engaged in any work pursuant to this Agreement; liability coverage to be not less than $100,000.00.

2. Fire, Extended Coverage, Vandalism and Malicious Mischief, in the name of the City as the insured party, with not less than eighty (80) perment co-insurance on all buildings included in said liability coverage to be not less than $317,000.00.

3. Fire, Extended Coverage, Vandalism and Malicious Mischief covering the contents in all buildings of said facility, in the names of the City and Operator as insured parties, with not less than ninety (90) percent co-insurance on contents in all buildings of said facility; liability coverage to be not less than $2,000.00. (This coverage shall be applicable only in the event said contents are valued at $2,500 or more).

4. Fire, Extended Coverage and Malicious Mischief for business interruption, in the names of the City and Operator as insured parties, contemplating fifty (50) percent of the gross earnings, as determined from previous earnings of said facility; liability coverage to be not less than $8,000.00.

5. Garage Keeper's Legal Liability, Fire and Explosion, Theft of Automobile, and Combined Coverage, in the names of the City and Operator as insured parties, to include riot, civil commotion, vandalism and malicious mischief with a $25.00 deductible provision, and a $100.00 deductible provision for collision and upset.

6. Plate glass coverage, in the names of the City and Operator as insured parties, fully covering all plate glass of the facility.

7. Commercial Blanket Fidelity Bond, in the name of the Operator as the insured party, covering all employees; liability coverage to be not less than $25,000.00.

8. Broad Form Money and Securities Insurance, in the name of the Operator as the insured party, covering interior and exterior locations, if necessary, liability coverage to be not less than $2,000.00.

9. Comprehensive Public Liability and Property Damage Insurance, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries from any one

accident; and $50,000.00 for property damage resulting from any one accident.

10. Owner's or Landlord's Protective Policy, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries resulting from any one accident; and $50,000.00 for property damage resulting from any one accident.

11. Not applicable to this contract.

### Article XV.

*Destruction of facilities.*

A. In the event the premises and facility or a part thereof shall become damaged or destroyed by fire, explosion, or other casualty, and if the Commissioner determines in his sole judgment that said damages can be repaired within a reasonable time, upon notification thereof, the Operator agrees to submit plans and specifications for approval by the Commissioner, which are necessary to restore the premises and facility to the condition which existed prior to said damage, and agrees to make all repairs according to said plans and specifications after approval by the Commissioner. Failure of the Operator to submit said plans and specifications to the Commissioner within ten (10) days after the casualty above described, or failure to commence said restoration work within five (5) days after the Operator has received the plans and specifications as approved by the Commissioner, or failure to complete such restoration work within a reasonable time, will constitute an abandonment by the Operator.

B. The cost of such repairs and restoration described in this Article shall be paid from the funds received by the City and Operator under insurance policies to the extent said costs are thereunder covered. Should any balance of costs remain which are not covered by said insurance policies, fifty (50) percent of said balance shall be paid by the City and fifty (50) percent shall be paid by the Operator.

C. Notwithstanding the foregoing provisions, in the event of a casualty described in Paragraph A of this Article, the Commissioner may elect, in his sole judgment, to consider said premises and facility beyond repair and refuse to permit the repair, reconstruction or restoration of said premises and facility, and upon written notice of said election from the Commissioner to the Operator within thirty (30) days from the date of said casualty, the obligation of the operator to pay such rent and charges as are hereinafter reserved to the City shall cease and this Agreement shall thereupon terminate; provided, however, that all rents and charges theretofore accrued shall remain due and payable by the Operator forthwith.

### Article XVI.

*Indemnification.*

The Operator shall assume all risks incident to or in connection with his business to be conducted hereunder and shall be solely responsible for all accidents or injuries of whatsoever kind or nature as may be sustained by any persons or property and the Operator shall indemnify, defend and save harmless the City, its officers, agents and employees from any and all claims, suits, losses or damages arising from said accidents or injuries of whatsoever kind or nature, arising directly or indirectly out of the operation of said business, or resulting from the carelessness, negligence or improper conduct of the City, Operator or any of their officers, agents or employees. Said Operator shall also indemnify, defend and save harmless the City, its officers, agents and employees from any penalties for violation of any law, statute, ordinance or regulation affecting its operations.

### Article XVII.

*Operator's Performance Bond.*

The Operator shall deliver to the City at the time of or prior to the execution of this Agreement an approved Government Bond payable to bearer or the City of Chicago or, in lieu thereof, a Performance Bond approved by the City Comptroller and the Corporation Counsel in the amount of $2,000.00. Said bond shall be conditioned upon the full and faithful performance by the Operator of each and every covenant, promise, term, condition, undertaking and agreement set forth in this Agreement.

### Article XVIII.

*Parking fees and charges.*

The Operator hereby agrees to charge for parking vehicles on the premises and facility first hereinabove described the following fees, rates and charges, during the term of this Agreement:

A. *Transient.*

| | |
|---|---|
| First half hour | $0.10 |
| Second half hour | 0.10 |
| Each hour thereafter | 0.10 |

B. *Monthly.*

| | |
|---|---|
| For each one-month period | $ 10.00 |
| Special space rental, per month | 500.00 |

C. It is understood and agreed that parking fees, rates and charges may be changed by the Commissioner when authorized and directed to do so by the City Council of the City of Chicago and the Operator agrees to make such changes when directed to do so by the Commissioner. Fees, rates and charges shall be put into effect within forty-eight (48) hours after written notification thereof has been given to the Operator by the Commissioner and shall remain in effect until changed by the Commissioner as herein provided.

### Article XIX.

*License fees, taxes and charges; budget; and compensation.*

A. *License fees, taxes and charges.*

The Operator shall advance all license fees, taxes and charges assessed under local ordinances and State and Federal statutes to the extent that they are applicable to the operation of the Facility. The Operator shall also secure armored car service for the daily collection of revenue from the Facility and advance payment for such services, the selection of the armored car service to be approved in writing by the Commissioner prior to the use thereof by the Operator.

B. *Budget.*

All expenses incurred or to be incurred by the Operator in anticipation of the advancement of funds under this Agreement shall be set forth in a budget for approval by the Commissioner on a form prescribed by the Commissioner, which shall include, but shall not be limited to, license fees, taxes, charges, employee payrolls and like expenses. The budget herein provided for shall be submitted no later than thirty (30) days following the execution of this Agreement and shall be supplemented from time to time so as to reflect such changes or additions as may become necessary or as requested by the Commissioner. The Operator shall submit such detailed supporting data as the Commissioner may request. Each expense item for which reimbursement is being claimed shall be designated as a reimbursable item on said budget. No expense item shall be reimbursed to the Operator unless approved by the Commissioner and the Independent Engineer.

C. *Compensation to Operator.*

For full and faithful performance of the provisions contained in this Agreement the Operator of Facility No. 46 shall be paid for the period of this Agreement 10.0% of all gross revenue collected.

D. *Settlement and reimbursement.*

The Operator's total fee and expense reimbursement shall be computed, finalized and settled for the entire period of this Agreement, specifically on the basis of actual results of the operation of the facility for the period covered by this Agreement, as determined by an examination of the books and records of the Operator by the City after the termination of said period; provided, however, that the City shall make monthly payments of fees and reimbursable expenses, with quarterly adjustments, which shall substantially cover the Operator's earned fees and actual reimbursable expenses for each month under the following procedure:

(1) It is estimated that the Operator's yearly management fee for Facility No. 46 will be approximately $1,900.00 and that the Operator's annual reimbursable expense will be approximately $14,420.00 making the total annual payment to the Operator to be approximately $16,320.00. The Operator shall receive a monthly reimbursement of one-twelfth of the total approximate yearly payment, or $1,360.00 on the tenth day of the following month for the first eleven months of the Agreement. The final settlement payment shall constitute the twelfth payment.

(2) At the end of the first three quarters of the period of this Agreement, the Operator shall submit to the City quarterly expense statements reflecting actual expenses incurred within each said quarter by the Operator for said facility. At the end of each quarter the Commissioner shall review actual management fees earned and expenses incurred and if, in his sole judgment, the estimated monthly reimbursement does not correctly reflect actual operations, he may appropriately adjust the monthly reimbursement to reflect actual operating conditions.

(3) At the end of the fourth quarter of the period of this Agreement, the Operator shall submit to the City the fourth quarterly reimbursable expense statement reflecting actual expenses incurred within said quarter. This quarterly statement, when combined with the three previously submitted quarterly statements, shall be used as the basis for computing the final settlement, subject to the aforementioned audit. Such audit shall be completed within 90 days after the expiration of this Agreement and final settlement shall be made within 120 days after the expiration of this Agreement.

In the event that parking rates for Facility No. 46 are increased and are to take effect at any time during the period of this Agreement, this Article XIX shall be subject to review, adjustment and renegotiation by and between the City and Operator with respect to compensation, and supplemental agreement by and between said parties shall be drawn for the approval of the City Council and execution by the parties.

## Article XX.

*Collection of fees and charges.*

All parking fees and charges made and collected by the Operator and his employees under the terms of this Agreement shall be deposited daily with the armored car service referred to in Article XIX. B. hereof and said armored car service shall deposit said fees and charges for credit to such appropriate revenue account as shall be designated by the Commissioner, said procedure set forth in further detail in the Rules and Regulations promulgated by the Bureau of Parking. All such parking fees and charges shall be made pursuant to parking tickets supplied by the City, which shall be time stamped by the Operator and his employees in accordance with the Rules and Regulations hereinabove referred to, with the exception of monthly charges, otherwise provided for therein.

## Article XXI.

*Operator's records.*

The Operator shall keep accurate records, books and accounts in conformity with a system approved by the Commissioner and agrees to permit authorized personnel of the City to examine said records, books and accounts at any reasonable time as a matter of right.

## Article XXII.

*Vacation and abandonment of premises.*

A. If the Operator shall vacate, desert or abandon the premises and facility, or shall permit the same to remain vacated, deserted or abandoned for a period of ten (10) days, or if the Operator shall breach any covenant, promise or condition set forth in this Agreement, or if the Operator shall default in the payment of any rent or charges payable by him under this Agreement, or if the Operator shall sell, assign or mortgage this Agreement or any provision hereof, or if the Operator shall be in default with respect to his performance of any covenants, promises or conditions contained in this Agreement, or if the Operator shall fail to comply with any of the statutes, ordinances, rules, orders, regulations or requirements of the Federal, State and City government, or any and all of their departments and bureaus applicable or pertinent to said premises and facility, or in the event of the death or incapacity of the Operator, then the Operator's right to possession of the premises and facility thereupon shall cease and terminate, with or without any notice or demand whatsoever if the City so elects, but not otherwise. In such event or events hereinabove set forth, whether this Agreement shall be terminated or not, the Operator agrees to surrender to the City possession of the premises and facility immediately without notice to quit or demand for possession of the premises and facility whatsoever, and the Operator hereby grants to the City full and free license to enter into and upon said premises and facility, or any part thereof, to take possession thereof and expel and remove the Operator or any other person who may be occupying the premises and facility or any part thereof, without resort to courts for an order sanctioning such action, and the City may use force in expelling and removing the Operator and such other person as may be reasonably necessary to accomplish said purpose. It is agreed by the Operator that said entry of the premises and facility by the City shall not constitute a trespass or forcible entry or detainer, nor shall it cause forfeiture of charges due by virtue of the provisions of this Agreement, nor a waiver of any covenant, agreement or promise in this Agreement to be performed by the Operator.

B. The Operator hereby waives all notice of any election made by the City under this Agreement, demand for revenues or other charges reserved under this Agreement, notice to quit, demand for possession, and any and all notices and demands whatsoever, of every kind and nature, which may or shall be required by any statute of this State relating to forcible entry and detainer, or to landlord and tenant, or any other statute, or under the common law, during the term of this Agreement. The acceptance of any rents or charges reserved by the City under this Agreement, whether in a single instance or repeatedly, after they shall fall due, or after knowledge of any breach hereof by the Operator, or giving or making of any notice or demand, whether according to any statutory provisions or not, or any act or series of acts, except an express written waiver, shall not be construed as a waiver of the City's right to act without notice or demand or any other right hereby given the City, or as an election not to proceed under the provisions of this Agreement.

D. If the Operator shall file a petition in bankruptcy or shall be involuntarily placed in bankruptcy, or shall be adjudicated a bankrupt, or shall make an assignment for the benefit of creditors, or shall take advantage of any provisions in any statute or ordinance for the advantage of insolvent persons, the City may elect to terminate this Agreement and the term hereof and take immediate possession of the premises facility and appurtenances without notice.

E. In the event the City elects to terminate this Agreement because of a violation of any provisions of this Article, upon such termination the Operator shall compensate the City for any loss in revenue as may be sustained by reason of such termination and provision for such compensation shall be made a condition of the Performance Bond referred to in Article XVII of this Agreement.

F. It is further agreed by and between the parties that the rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

### Article XXIII.

*Costs, expenses and attorney's fees.*

The Operator agrees to pay and discharge all costs, expenses and attorney's fees which shall be incurred and expended by the City in enforcing the covenants, promises and conditions of this Agreement, whether by the institution of litigation or in taking of advice of counsel, or otherwise.

### Article XXIV.

*Notices.*

Notices to the City provided under this Agreement may be sent by registered mail, postage prepaid, addressed to the Commissioner of Streets and Sanitation, Room 707, City Hall, Chicago, Illinois 60602, and notices to the Operator provided for in this Agreement may be sent by registered mail, postage prepaid, addressed to the Operator at: Sam D. Kaplan Auto Parks, 188 Randolph Tower, Chicago, Illinois, or in either case to such other respective parties and addresses as the parties hereto may designate in writing from time to time. when deposited in any United States Post Office.

### Article XXV.

*Construction of Agreement.*

It is agreed by and between the parties hereto that all general provisions, terms, phrases, and expressions shall be subject to rules of construction as will fully implement the true intent and meaning of the parties to this Agreement, including, but not limited to, the following:

A. Words importing the singular number may extend and be applied to several persons or things, and words importing the plural number may include the singular.

B. Words importing the masculine gender may be applied to the feminine gender and to impersonal legal entities.

C. The word "month" means a calendar month, and the word "year" means a calendar year, unless otherwise expressed.

### Article XXVI.

*City Council approval.*

This Agreement was authorized by the City Council of the City of Chicago, on the ............day of ....................... A.D. 19...... Council Journal page.......

In Witness Whereof, the parties hereto have caused this Agreement to be executed under their respective seals on the day and year first above written.

City of Chicago, a municipal corporation.

By: ..........................................
Commissioner of Streets and Sanitation

By: ..........................................
City Comptroller

Operator:

By: ..........................................
Title

By: ..........................................
Attest Title

(Corporate seal)

Approved:

..........................................
Independent Engineer

Approved as to form and legality, except as to property description and execution:

..........................................
Assistant Corporation Counsel

ACKNOWLEDGMENT BY PRINCIPAL IF AN INDIVIDUAL

State of Illinois }
} ss
County of Cook }

I, .........................................., a Notary Public in and for the County and State aforesaid, Do Hereby Certify that .................................................... who is personally known to me to be the same person whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial seal, this ............... day of ....................................... A.D. 1969.

..........................................
Notary Public

My Commission Expires..........

SECTION 2. This ordinance shall be effective from and after the date of its passage.

### Execution of Parking Facility Operator's Lease Agreement Authorized for Parking Facility No. 47.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on December 30, 1969, page 7346, recommending that the City Council pass a proposed ordinance transmitted with the committee's report [Proposed ordinance printed in Committee Pamphlet No. 19], to authorize execution of Parking Facility Operator's Lease Agreement for Parking Facility No. 47 for Year 1970.

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Singer, Fifielski, Kerwin, Wigoda, Sperling—39.

*Nays*—Aldermen Despres, Simon, Scholl, McCutcheon, Hoellen, O'Rourke—6.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Streets and Sanitation is hereby authorized and directed to execute on behalf of the City of Chicago, the City Comptroller to countersign, and the City Clerk to attest, upon approval of the Corporation Counsel as to form and legality, a Parking Facility Operator's Agreement between the City of Chicago and Sam D. Kaplan Auto Parks for Chicago Parking Facility No. 47 at No. 2552 W. Devon Avenue. Said agreement is attached to this ordinance and made a part hereof, the same as if incorporated herein.

### CITY OF CHICAGO
### PARKING FACILITY
### OPERATOR'S AGREEMENT

This Agreement, made this ........................ day of ..........................., A.D. 19...., between the City of Chicago, a municipal corporation of the State of Illinois (sometimes hereinafter referred to as "City"), and Sam D. Kaplan d/b/a, Sam D. Kaplan Auto Parks (sometimes hereinafter referred to as "Operator").

This Agreement Witnesseth:

That for and in consideration of the mutual promises, covenants, terms and conditions, both general and special, as hereinafter set forth, the City hereby grants to the Operator the privileges hereinafter described and the Operator agrees to assume the duties, responsibilities, and obligations as hereinafter set forth, with respect to the premises and parking facility described as follows:

> 2552 West Devon Avenue, Chicago, Illinois, known as City of Chicago Parking Facility No. 47.

This City of Chicago Parking Facility Operator's Agreement constitutes the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences shall be implied or impressed upon such Agreement that are not herein set forth.

The term of this Agreement shall be for the period of one (1) year beginning on the 1st day of January, 1970, and ending on the 31st day of December, 1970, unless said terms shall be sooner terminated as hereinafter provided.

#### Article I.

*Definition of terms.*

A. "Bureau of Parking" means that agency of the City of Chicago, having management and control of the establishment, operation and maintenance of parking facilities.

B. "Commissioner" means the Commissioner of Streets and Sanitation of the City of Chicago, or any other official designated by the City Council to have administrative supervision over the Bureau of Parking.

C. "Operator" means any natural person, partnership, corporation, company or other legal entity who or which owns, controls, manages and directs the business of parking motor vehicles on public off-street parking lots, or in public off-street parking garages, or in other public off-street parking facilities.

#### Article II.

*Assignment or transfer.*

The Operator shall not assign or transfer this Agreement nor any of the rights or privileges granted hereby, nor enter into any contract requiring or permitting the doing of any act hereunder by an independent contractor, unless otherwise expressly provided herein, without prior written approval signed by the Commissioner. If the Operator is a partnership or corporation or legal entity other than a natural person, and control of said entity changes at any time during the term hereof, the City may, at its option, deem and declare such change as a breach of this Agreement and take immediate possession of said premises and facility first hereinabove described. It is understood and agreed by and between the City and the Operator that nothing contained in this Agreement is intended or shall be construed as in any way creating or establishing the relationship of co-partners or joint venturers between the parties hereto.

#### Article III.

*Present condition of premises.*

The Operator has examined the premises, facilities and appurtenances first hereinabove described, prior to and as a condition precedent to his acceptance and the execution of this Agreement, and is satisfied with the physical condition of said premises, and his taking possession shall constitute conclusive evidence of his receipt thereof in safe and sanitary condition, and in good order and repair, unless otherwise specified herein. The Operator agrees and admits that no representations as to condition or repair have been made by the City or its officers, employees or agents, which are not herein expressed or endorsed hereon, and that no promises to decorate, alter, repair or improve said premises, before, at or after the execution of this Agreement by the parties, not expressly contained herein, have been made by the City or its officers, employees or agents.

### Article IV.

*Future condition of premises.*

The Operator shall keep the premises, facility and appurtenances first hereinabove described in a safe, sanitary and sightly condition, and in good repair, and shall yield the same back to the City upon the termination of this Agreement in such condition and repair, ordinary wear and tear excepted. If said premises and facility shall not be so kept by the Operator, the City may enter the premises (without such entry constituting a termination of the privileges herein granted or an interference with the possession of or construction or other eviction from said premises and facility) and do all things necessary to restore said premises and facility to the condition herein required.

### Article V.

*Signs and advertising.*

The Operator shall not permit or place, post or cause to be placed or posted any sign, billboard, poster, advertising material or similar devices in view of the general public on, in or about the premises and facility without prior written approval signed by the Commissioner. Any such sign, billboard, poster, advertising material or similar devices not authorized by him may be removed by the City and all cost and expense resulting therefrom shall be charged to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses in addition to the rent and charges otherwise reserved in this Agreement. The City hereby reserves the right to erect and maintain such signs or billboards on the premises and facility, from time to time, as the Commissioner may deem advisable.

### Article VI.

*Alterations and additions.*

The Operator shall make no alterations or additions to the premises and facility first hereinabove described without the prior consent of the City as evidenced by approval in writing signed by the Commissioner. All alterations and additions shall remain as part of said premises and facility unless the City shall otherwise elect, as evidenced by prior approval in writing signed by the Commissioner. Said alterations and additions shall include, but are not limited to, locks, bolts and all fixtures.

### Article VII.

*Maintenance by Operator.*

The Operator agrees to maintain the premises and facility, advancing funds therefor, reimbursement being subject to all provisions of this Agreement, from day to day in good condition and repair and agrees to do all things necessary toward that end, particularly, but not limited to, the following:

A. Maintain all wheel stops and blocks.

B. Maintain and care for all planting.

C. Maintain all washrooms, toilets and rest rooms according to acceptable health standards.

D. Maintain the premises and facility in a clean, presentable condition, prevent accumulations of dirt, paper or trash of any kind upon the premises and facility.

E. Remove snow, ice and other obstructions from adjacent driveways and sidewalks. Said snow, ice and like debris to be removed shall not be placed upon the public ways or any portion thereof.

F. Make minor necessary repairs to plumbing, lighting and heating equipment. It is agreed by and between the parties that the Commissioner in his sole judgment shall determine whether a repair is minor or otherwise.

G. Advance payment for all utility services, including gas, heat, water and electricity, reimbursement being subject to all provisions of this Agreement.

Should the Operator fail to comply with any of the obligations listed above, the City may, after five (5) days notice to comply, in the event of non-compliance, enter upon said premises and take all steps necessary to insure compliance with the above obligations, in addition to other remedies set forth herein, charging the cost and expense of such entry and procedure to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses.

### Article VIII.

*Maintenance by City.*

The City agrees to maintain and pay for the following items of maintenance and equipment:

A. Maintain said facility in structural repair.

B. Make necessary major repairs to plumbing, lighting and heating.

C. Remove snow and ice, except from sidewalks and driveways.

D. Supply and maintain cash register.

E. Supply all parking tickets and other forms.

F. Supply and maintain pavement markings.

G. Supply electric light bulbs and replace said bulbs and fuses when necessary.

H. Maintain and replace all gates and barricades.

I. Maintain and keep in good working order the hoists, hoist equipment, lifts and elevators.

J. Maintain and keep in good working order all neon directional, informational, and advertising signs located in the interior or on the exterior of the facility.

### Article IX.

*Compliance with law; Liens.*

The Operator agrees to operate such facility as first hereinabove described in compliance at all times with this Agreement and all laws, statutes, ordinances and rules and regulations which are now in effect or which may be hereafter adopted, particularly, but not limited to, all rules and regulations of the Bureau of Parking, Department of Streets and Sanitation. The Operator agrees to keep premises, facility and appurtenances first hereinabove described free and clear of any and all liens in any way arising out of the Operator's use and maintenance thereof.

### Article X.

*Operation of facility.*

The Operator agrees to operate the facility subject to all provisions of this Agreement for the convenience of the public during the terms hereof and shall use and occupy the above premises solely for off-street parking of motor vehicles. The Operator shall use his best efforts to secure, maintain and develop the parking business conducted by him under the terms of this Agreement and to increase the same whenever and wherever possible, and shall refrain from and prevent the diversion of any such parking business from the facility whenever possible.

### Article XI.

*Hours of operation.*

The Operator agrees to operate the facility twenty-four (24) hours a day, seven (7) days a week, holidays included. The actual hours of operation will be determined by the Commissioner and may be changed from time to time at his sole discretion. Such change shall take effect within forty-eight (48) hours, Sundays and holidays excluded, after written notice thereof is received by the operator.

### Article XII.

*Vehicle parking.*

At no time shall the Operator remove or permit or cause to be removed from the premises and facility any vehicle placed thereon for parking purposes without the express consent of the owner or operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator enter or drive, or permit or cause to be entered or driven, any vehicle which has been placed upon the premises for the purpose of self-parking, without the express consent of the owner or operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator accept or cause to be accepted for parking any commercial vehicles, except with the prior written approval signed by the Commissioner. At no time shall the Operator permit or cause to be permitted the parking of any vehicle whatsoever on or in the premises and facility free of charge.

### Article XIII.

*Operator's employees.*

A. The Operator hereby agrees to select, employ and pay such personnel as may be required in the operation of the facility first hereinabove mentioned, unless otherwise specifically provided for in this Agreement. The Operator agrees further that in performing the covenants, promises and conditions under this Agreement, he shall not discriminate against any worker, employee or applicant, nor against any member of the public, on account of race, creed, color or national origin, nor otherwise commit an unfair employment practice.

B. The Operator agrees further to do or cause to be done the following:

1. To supervise, direct and manage the activities of his employees in such manner as to provide prompt, safe, efficient and courteous services as will be adequate to meet all reasonable demands for parking services on the premises and facility, and to provide a sufficient number of said employees as to enable such services to be provided at all times of the operation of said facility.
2. To cause and require all employees serving as attendants on the premises and facility to wear uniforms, caps and badges to be supplied by and at the expense of the Operator and to require said employees at all times to present a neat and clean appearance. The color and design of said uniforms, caps and badges shall be first approved in writing signed by the Commissioner.

### Article XIV.

*Insurance.*

A. The City, at the time or prior to the execution of this Agreement, agrees to furnish all the insurance required under this Agreement and this Article, to be paid from the revenues resulting from the operation of the facility first hereinabove described. All policies of insurance shall name the beneficiary as indicated below and shall be delivered to and held by the City Comptroller. Said insurance shall be placed only with such insurance companies as are approved from time to time by the City Comptroller.

B. Each such insurance policy as set forth in this Article shall contain a provision to the effect that said insurance cannot be cancelled unless the City Comptroller has been notified not less than thirty (30) days prior to the intended cancellation date.

C. In the event that any additional premiums or audits shall be required, the same shall be paid by the City of Chicago from the revenues resulting from the operation of said facility; any return premiums or audits shall be paid to the City of Chicago, for deposit into an appropriate revenue fund.

D. The insurance to be provided as set forth in this Article shall include the following coverages to be maintained during the life of this Agreement:

1. Workmen's Compensation and Occupational Disease Insurance in the names of the City and Operator as insured parties, covering all employees engaged in any work pursuant to this Agreement; liability coverage to be not less than $100,000.00.
2. Not applicable to this contract.
3. Not applicable to this contract.
4. Not applicable to this contract.
5. Garage Keeper's Legal Liability, Fire and Explosion, Theft of Automobile, and Combined Coverage, in the names of the City and Operator as insured parties, to include riot, civil commotion, vandalism and malicious mischief with a $25.00 deductible provision, and a $100.00 deductible provision for collision and upset.
6. Plate glass coverage, in the name of the City and Operator as insured parties, fully covering all plate glass of the facility.
7. Commercial Blanket Fidelity Bond, in the name of the Operator a the insured party, covering all employees; liability coverage to be not less than $25,000.00.
8. Broad Form Money and Securities Insurance, in the name of the Operator as the insured party, covering interior and exterior locations, if necessary, liability coverage to be not less than $2,000.00.
9. Comprehensive Public Liability and Property Damage Insurance, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries from any one accident; and $50,000.00 for property damage resulting from any one accident.
10. Owner's or Landlord's Protective Policy, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries resulting from any one accident; and $50,000.00 for property damage resulting from any one accident.
11. Not applicable to this contract.

### Article XV.

*Destruction of facilities.*

A. In the event the premises and facility or a part thereof shall become damaged or destroyed by fire, explosion, or other casualty, and if the Commissioner determines in his sole judgment that said damages can be repaired within a reasonable time, upon notification thereof, the Operator agrees to submit plans and specifications for approval by the Commissioner, which are necessary to restore the premises and facility to the condition which existed prior to said damage, and agrees to make all repairs according to said plans and specifications after approval by the Commissioner. Failure of the Operator to submit said plans and specifications to the Commissioner within ten (10) days after the casualty above described, or failure to commence said restoration work within five (5) days after the Operator has received the plans and specifications as approved by the Commissioner, or failure to complete such restoration work within a reasonable time, will constitute an abandonment by the Operator.

B. The cost of such repairs and restoration described in this Article shall be paid from the funds received by the City and Operator under insurance policies to the extent said costs are thereunder covered. Should any balance of costs remain which are not covered by said insurance policies, fifty (50) percent of said balance shall be paid by the City and fifty (50) percent shall be paid by the Operator.

C. Notwithstanding the foregoing provisions, in the event of a casualty described in Paragraph A of this Article, the Commissioner may elect, in his sole judgment, to consider said premises and facility beyond repair and refuse to permit the repair, reconstruction or restoration of said premises and facility, and upon written notice of said election from the Commissioner to the Operator within thirty (30) days from the date of said casualty, the obligation of the operator to pay such rent and charges as are hereinafter reserved to the City shall cease and this Agreement shall thereupon terminate; provided, however, that all rents and charges theretofore accrued shall remain due and payable by the Operator forthwith.

### Article XVI.

*Indemnification.*

The Operator shall assume all risks incident to or in connection with his business to be conducted hereunder and shall be solely responsible for all accidents or injuries of whatsoever kind or nature as may be sustained by any persons or property and the Operator shall indemnify, defend and save harmless the City, its officers, agents and employees from any and all claims, suits, losses or damages arising from said accidents or injuries of whatsoever kind or nature, arising directly or indirectly out of the operation of said business, or resulting from the carelessness, negligence or improper conduct of the City, Operator or any of their officers, agents or employees. Said Operator shall also indemnify, defend and save harmless the City, its officers, agents and employees from any penalties for violation of any law, statute, ordinance or regulation affecting its operations.

### Article XVII.

*Operator's Performance Bond.*

The Operator shall deliver to the City at the time of or prior to the execution of this Agreement an approved Government Bond payable to bearer or the City of Chicago or, in lieu thereof, a Performance Bond approved by the City Comptroller and the Corporation Counsel in the amount of $500.00. Said bond shall be conditioned upon the full and faithful performance by the Operator of each and every covenant, promise, term, condition, undertaking and agreement set forth in this Agreement.

### Article XVIII.

*Parking fees and charges.*

The Operator hereby agrees to charge for parking vehicles on the premises and facility first hereinabove described the following fees, rates and charges, during the term of this Agreement:

A. *Transient.*

| | |
|---|---|
| First twenty minutes | $0.05 |
| Second twenty minutes | 0.05 |
| Third twenty minutes | 0.05 |
| Second hour | 0.10 |
| Each hour thereafter | 0.15 |

B. *Monthly.*

| | |
|---|---|
| For each one-month period | $10.00 |

C. It is understood and agreed that parking fees, rates and charges may be changed by the Commissioner when authorized and directed to do so by the City Council of the City of Chicago and the Operator agrees to make such changes when directed to do so by the Commissioner. Fees, rates and charges shall be put into effect within forty-eight (48) hours after written notification thereof has been given to the Operator by the Commissioner and shall remain in effect until changed by the Commissioner as herein provided.

### Article XIX.

*License fees, taxes and charges; budget; and compensation.*

A. *License fees, taxes and charges.*

The Operator shall advance all license fees, taxes and charges assessed under local ordinances and State and Federal statutes to the extent that they are applicable to the operation of the Facility. The Operator shall also secure armored car service for the daily collection of revenue from the Facility and advance payment for such services, the selection of the armored car service to be approved in writing by the Commissioner prior to the use thereof by the Operator.

B. *Budget.*

All expenses incurred or to be incurred by the Operator in anticipation of the advancement of funds under this Agreement shall be set forth in a budget for approval by the Commissioner on a form prescribed by the Commissioner, which shall include, but shall not be limited to, license fees, taxes, charges, employee payrolls and like expenses. The budget herein provided for shall be submitted no later than thirty (30) days following the execution of this Agreement and shall be supplemented from time to time so as to reflect such changes or additions as may become necessary or as requested by the Commissioner. The Operator shall submit such detailed supporting data as the Commissioner may request. Each expense item for which reimbursement is being claimed shall be designated as a reimbursable item on said budget. No expense item shall be reimbursed to the Operator unless approved by the Commissioner and the Independent Engineer.

C. *Compensation to Operator.*

For full and faithful performance of the provisions contained in this Agreement the Operator of Facility No. 47 shall be paid for the period of this Agreement 10.0% of all gross revenue collected.

D. *Settlement and reimbursement.*

The Operator's total fee and expense reimbursement shall be computed, finalized and settled for the entire period of this Agreement, specifically on the basis of actual results of the operation of the facility for the period covered by this Agreement, as determined by an examination of the books and records of the Operator by the City after the termination of said period; provided, however, that the City shall make monthly payments of fees and reimbursable expenses, with quarterly adjustments, which shall substantially cover the Operator's earned fees and actual reimbursable expenses for each month under the following procedure:

(1) It is estimated that the Operator's yearly management fee for Facility No. 47 will be approximately $450.00 and that the Operator's annual reimbursable expense will be approximately $3,690.00 making the total annual payment to the Operator to be approximately $4,140.00. The Operator shall receive a monthly reimbursement of one-twelfth of the total aproximate yearly payment, or $345.00 on the tenth day of the following month for the first eleven months of the Agreement, the final settlement payment shall constitute the twelfth payment.

(2) At the end of the first three quarters of the period of this Agreement, the Operator shall submit to the City quarterly expense statements reflecting actual expenses incurred within each said quarter by the Operator for said facility. At the end of each quarter the Commissioner shall review actual management fees earned and expenses incurred and if, in his sole judgment, the estimated monthly reimbursement does not correctly reflect actual operations, he may appropriately adjust the monthly reimbursement to reflect actual operating conditions.

(3) At the end of the fourth quarter of the period of this Agreement, the Operator shall submit to the City the fourth quarterly reimbursable expense statement reflecting actual expenses incurred within said quarter. This quarterly statement, when combined with the three previously submitted quarterly statements, shall be used as the basis for computing the final settlement, subject to the aforementioned audit. Such audit shall be completed within 90 days after the expiration of this Agreement and final settlement shall be made within 120 days after the expiration of this Agreement.

In the event that parking rates for Facility No. 47 are increased and are to take effect at any time during the period of this Agreement, this Article XIX shall be subject to review, adjustment and renegotiation by and between the City and the Operator with respect to compensation, and supplemental agreement by and between said parties shall be drawn for the approval of the City Council and execution by the parties.

### Article XX.

*Collection of fees and charges.*

All parking fees and charges made and collected by the Operator and his employees under the terms of this Agreement shall be deposited daily with the armored car service referred to in Article XIX. B. hereof and said armored car service shall deposit said fees and charges for credit to such appropriate revenue account as shall be designated by the Commissioner, said procedure set forth in further detail in the Rules and Regulations promulgated by the Bureau of Parking. All such parking fees and charges shall be made pursuant to parking tickets supplied by the City, which shall be time stamped by the Operator and his employees in accordance with the Rules and Regulations hereinabove referred to, with the exception of monthly charges, otherwise provided for therein.

### Article XXI.

*Operator's records.*

The Operator shall keep accurate records, books and accounts in conformity with a system approved by the Commissioner and agrees to permit authorized personnel of the City to examine said records, books and accounts at any reasonable time as a matter of right.

### Article XXII.

*Vacation and abandonment of premises.*

A. If the Operator shall vacate, desert or abandon the premises and facility, or shall permit the same to remain vacated, deserted or abandoned for a period of ten (10) days, or if the Operator shall breach any covenant, promise or condition set forth in this Agreement, or if the Operator shall default in the payment of any rent or charges payable by him under this Agreement, or if the Operator shall sell, assign or mortgage this Agreement or any provision hereof, or if the Operator shall be in default with respect to his performance of any covenants, promises or conditions contained in this Agreement, or if the Operator shall fail to comply with any of the statutes, ordinances, rules, orders, regulations or requirements of the Federal, State and City government, or any and all of their departments and bureaus applicable or pertinent to said premises and facility, or in the event of the death or incapacity of the Operator, then the Operator's right to possession of the premises and facility thereupon shall cease and terminate, with or without any notice or demand whatsoever if the City so elects, but not otherwise. In such event or events hereinabove set forth, whether this Agreement shall be terminated or not, the Operator agrees to surrender to the City possession of the premises and facility immediately without notice to quit or demand for possession of the premises and facility whatsoever, and the Operator hereby grants to the City full and free license to enter into and upon said premises and facility, or any part thereof, to take possession thereof and expel and remove the Operator or any other person who may be occupying the premises and facility or any part thereof, without resort to courts for an order sanctioning such action, and the City may use force in expelling and removing the Operator and such other person as may be reasonably necessary to accomplish said purpose. It is agreed by the Operator that said entry of the premises and facility by the City shall not constitute a trespass or forcible entry or detainer, nor shall it cause forfeiture of charges due by virtue of the provisions of this Agreement, nor a waiver of any covenant, agreement or promise in this Agreement to be performed by the Operator.

B. The Operator hereby waives all notice of any election made by the City under this Agreement, demand for revenues or other charges reserved under this Agreement, notice to quit, demand for possession, and any and all notices and demands whatsoever, of every kind and nature, which may or shall be required by any statute of this State relating to forcible entry and detainer, or to landlord and tenant, or any other statute, or under the common law, during the term of this Agreement. The acceptance of any rents or charges reserved by the City under this Agreement, whether in a single instance or repeatedly, after they shall fall due, or after knowledge of any breach hereof by the Operator, or giving or making of any notice or demand, whether according to any statutory provisions or not, or any act or series of acts, except an express written waiver, shall not be construed as a waiver of the City's right to act without notice or demand or any other right hereby given the City, or as an election not to proceed under the provisions of this Agreement.

D. If the Operator shall file a petition in bankruptcy or shall be involuntarily placed in bankruptcy, or shall be adjudicated a bankrupt, or shall make an assignment for the benefit of creditors, or shall take advantage of any provisions in any statute or ordinance for the advantage of insolvent persons, the City may elect to terminate this Agreement and the term hereof and take immediate possession of the premises, facility and appurtenances without notice.

E. In the event the City elects to terminate this Agreement because of a violation of any provisions of this Article, upon such termination the Operator shall compensate the City for any loss in revenue as may be sustained by reason of such termination and provision for such compensation shall be made a condition of the Performance Bond referred to in Article XVII of this Agreement.

F. It is further agreed by and between the parties that the rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

### Article XXIII.

*Costs, expenses and attorney's fees.*

The Operator agrees to pay and discharge all costs, expenses and attorney's fees which shall be incurred and expended by the City in enforcing the covenants, promises and conditions of this Agreement, whether by the institution of litigation or in taking of advice of counsel, or otherwise.

### Article XXIV.

*Notices.*

Notices to the City provided under this Agreement may be sent by registered mail, postage prepaid, addressed to the Commissioner of Streets and Sanitation, Room 707, City Hall, Chicago, Illinois, 60602, and notices to the Operator provided for in this Agreement may be sent by registered mail, postage prepaid, addressed to the Operator at: Sam D. Kaplan Auto Parks, 188 Randolph Tower, Chicago, Illinois, or in either case to such other respective parties and addresses as the parties hereto may designate in writing from time to time. Such notices shall be deemed to have been given when deposited in any United States Post Office.

### Article XXV.

*Construction of Agreement.*

It is agreed by and between the parties hereto that all general provisions, terms, phrases, and expressions shall be subject to rules of construction as will fully implement the true intent and meaning of the parties to this Agreement, including, but not limited to, the following:

A. Words importing the singular number may extend and be applied to several persons or things, and words importing the plural number may include the singular.

B. Words importing the masculine gender may be applied to the feminine gender and to impersonal legal entities.

C. The word "month" means a calendar month, and the word "year" means a calendar year, unless otherwise expressed.

### Article XXVI.

*City Council approval.*

This Agreement was authorized by the City Council of the City of Chicago, on the ............day of ........................ A.D. 19...... Council Journal page.......

In Witness Whereof, the parties hereto have caused this Agreement to be executed under their respective seals on the day and year first above written.

City of Chicago, a municipal corporation.
By: ..........................................
Commissioner of Streets and Sanitation
By: ..........................................
City Comptroller
Operator:
By: ..........................................
Title
By: ..........................................
Attest Title
(Corporate seal)
Approved:
..................................................
Independent Engineer
Approved as to form and legality, except as to property description and execution:
..................................................
Assistant Corporation Counsel

ACKNOWLEDGMENT BY PRINCIPAL IF AN INDIVIDUAL

State of Illinois }
} ss
County of Cook }

I, .........................................., a Notary Public in and for the County and State aforesaid, Do Hereby Certify that .................................................. who is personally known to me to be the same person whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial seal, this ............... day of ...................................... A.D. 1969.

..................................................
Notary Public
My Commission Expires..........

SECTION 2. This ordinance shall be effective from and after the date of its passage.

### Execution of Parking Facility Operator's Lease Agreement Authorized for Parking Facility No. 48.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on December 30, 1969, page 7346, recommending that the City Council pass a proposed ordinance transmitted with the committee's report [Proposed ordinance printed in Committee Pamphlet No. 19], to authorize execution of Parking Facility Operator's Lease Agreement for Parking Facility No. 48 for Year 1970.

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Singer, Fifielski, Kerwin, Wigoda, Sperling—39.

*Nays*—Aldermen Despres, Simon, Scholl, McCutcheon, Hoellen, O'Rourke—6.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Streets and Sanitation is hereby authorized and directed to execute on behalf of the City of Chicago, the City Comptroller to countersign, and the City Clerk to attest, upon approval of the Corporation Counsel as to form and legality, a Parking Facility Operator's Agreement between the City of Chicago and Safeway Parking Company for Chicago Parking Facility No. 48 at No. 9140 S. Exchange Avenue. Said agreement is attached to this ordinance and made a part hereof, the same as if incorporated herein.

### CITY OF CHICAGO
### PARKING FACILITY
### OPERATOR'S AGREEMENT

This Agreement, made this ......................... day of .................................., A.D. 19...., between the City of Chicago, a municipal corporation of the State of Illinois (sometimes hereinafter referred to as "City), and Ralph E. Albrecht d/b/a Safeway Parking Company (sometimes hereinafter referred to as "Operator").

This Agreement Witnesseth:

That for and in consideration of the mutual promises, covenants, terms and conditions, both general and special, as hereinafter set forth, the City hereby grants to the Operator the privileges hereinafter described and the Operator agrees to assume the duties, responsibilities, and obligations as hereinafter set forth, with respect to the premises and parking facility described as follows:

9140 South Exchange Avenue, Chicago, Illinois, known as City of Chicago Parking Facility No. 48.

This City of Chicago Parking Facility Operator's Agreement constitutes the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences shall be implied or impressed upon such Agreement that are not herein set forth.

The term of this Agreement shall be for the period of one (1) year beginning on the 1st day of January, 1970, and ending on the 31st day of December, 1970, unless said terms shall be sooner terminated as hereinafter provided.

### Article I.

*Definition of terms.*

A. "Bureau of Parking" means that agency of the City of Chicago, having management and control of the establishment, operation and maintenance of parking facilities.

B. "Commissioner" means the Commissioner of Streets and Sanitation of the City of Chicago, or any other official designated by the City Council to have administrative supervision over the Bureau of Parking.

C. "Operator" means any natural person, partnership, corporation, company or other legal entity who or which owns, controls, manages and directs the business of parking motor vehicles on public off-street parking lots, or in public off-street parking garages, or in other public off-street parking facilities.

### Article II.

*Assignment or transfer.*

The Operator shall not assign or transfer this Agreement nor any of the rights or privileges granted hereby, nor enter into any contract requiring or permitting the doing of any act hereunder by an independent contractor, unless otherwise expressly provided herein, without prior written approval signed by the Commissioner. If the Operator is a partnership or corporation or legal entity other than a natural person, and control of said entity changes at any time during the term hereof, the City may, at its option, deem and declare such change as a breach of this Agreement and take immediate possession of said premises and facility first hereinabove described. It is understood and agreed by and between the City and the Operator that nothing contained in this Agreement is intended or shall be construed as in any way creating or establishing the relationship of co-partners or joint venturers between the parties hereto.

### Article III.

*Present condition of premises.*

The Operator has examined the premises, facilities and appurtenances first hereinabove described, prior to and as a condition precedent to his acceptance and the execution of this Agreement, and is satisfied with the physical condition of said premises, and his taking possession shall constitute conclusive evidence of his receipt thereof in safe and sanitary condition, and in good order and repair, unless otherwise specified herein. The Operator agrees and admits that no representations as to condition or repair have been made by the City or its officers, employees or agents, which are not herein expressed or endorsed hereon, and that no promises to decorate, alter, repair or improve said premises, before, at or after the execution of this Agreement by the parties, not expressly contained herein, have been made by the City or its officers, employees or agents.

### Article IV.

*Future condition of premises.*

The Operator shall keep the premises, facility and appurtenances first hereinabove described in a safe, sanitary and sightly condition, and in good repair, and shall yield the same back to the City upon the termination of this Agreement in such condition and repair, ordinary wear and tear excepted. If said premises and facility shall not be so kept by the Operator, the City may enter the premises (without such entry constituting a termination of the privileges herein granted or an interference with the possession of or construction or other eviction from said premises and facility) and do all things necessary to restore said premises and facility to the condition herein required.

### Article V.

*Signs and advertising.*

The Operator shall not permit or place, post or cause to be placed or posted any sign, billboard, poster, advertising material or similar devices in view of the general public on, in or about the premises and facility without prior written approval signed by the Commissioner. Any such sign, billboard, poster, advertising material or similar devices not authorized by him may be removed by the City and all cost and expense resulting therefrom shall be charged to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses in addition to the rent and charges otherwise reserved in this Agreement. The City hereby reserves the right to erect and maintain such signs or billboards on the premises and facility, from time to time, as the Commissioner may deem advisable.

### Article VI.

*Alterations and additions.*

The Operator shall make no alterations or additions to the premises and facility first hereinabove described without the prior consent of the City as evidenced by approval in writing signed by the Commissioner. All alterations and additions shall remain as part of said premises and facility unless the City shall otherwise elect, as evidenced by prior approval in writing signed by the Commissioner. Said alterations and additions shall include, but are not limited to, locks, bolts and all fixtures.

### Article VII.

*Maintenance by Operator.*

The Operator agrees to maintain the premises and facility, advancing funds therefor, reimbursement being subject to all provisions of this Agreement, from day to day in good condition and repair and agrees to do all things necessary toward that end, particularly, but not limited to, the following:

A. Maintain all wheel stops and blocks.
B. Maintain and care for all planting.
C. Maintain all washrooms, toilets and rest rooms according to acceptable health standards.
D. Maintain the premises and facility in a clean, presentable condition, prevent accumulations of dirt, paper or trash of any kind upon the premises and facility.
E. Remove snow, ice and other obstructions from adjacent driveways and sidewalks. Said snow, ice and like debris to be removed shall not be placed upon the public ways or any portion thereof.
F. Make minor necessary repairs to plumbing, lighting and heating equipment. It is agreed by and between the parties that the Commissioner in his sole judgment shall determine whether a repair is minor or otherwise.
G. Advance payment for all utility services, including gas, heat, water and electricity, reimbursement being subject to all provisions of this Agreement.

Should the Operator fail to comply with any of the obligations listed above, the City may, after five (5) days notice to comply, in the event of non-compliance, enter upon said premises and take all steps necessary to insure compliance with the above obligations, in addition to other remedies set forth herein, charging the cost and expense of such entry and procedure to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses.

### Article VIII.

*Maintenance by City.*

The City agrees to maintain and pay for the following items of maintenance and equipment:

A. Maintain said facility in structural repair.
B. Make necessary major repairs to plumbing, lighting and heating.
C. Remove snow and ice, except from sidewalks and driveways.
D. Supply and maintain cash register.
E. Supply all parking tickets and other forms.
F. Supply and maintain pavement markings.
G. Supply electric light bulbs and replace said bulbs and fuses when necessary.
H. Maintain and replace all gates and barricades.
I. Maintain and keep in good working order the hoists, hoist equipment, lifts and elevators.
J. Maintain and keep in good working order all neon directional, informational, and advertising signs located in the interior or on the exterior of the facility.

### Article IX.

*Compliance with law; Liens.*

The Operator agrees to operate such facility as first hereinabove described in compliance at all times with this Agreement and all laws, statutes, ordinances and rules and regulations which are now in effect or which may be hereafter adopted, particularly, but not limited to, all rules and regulations of the Bureau of Parking, Department of Streets and Sanitation. The Operator agrees to keep premises, facility and appurtenances first hereinabove described free and clear of any and all liens in any way arising out of the Operator's use and maintenance thereof.

### Article X.

*Operation of facility.*

The Operator agrees to operate the facility subject to all provisions of this Agreement for the convenience of the public during the terms hereof and shall use and occupy the above premises solely for off-street parking of motor vehicles. The Operator shall use his best efforts to secure, maintain and develop the parking business conducted by him under the terms of this Agreement and to increase the same whenever and wherever possible, and shall refrain from and prevent the diversion of any such parking business from the facility whenever possible.

### Article XI.

*Hours of operation.*

The Operator agrees to operate the facility twenty-four (24) hours a day, seven (7) days a week, holidays included. The actual hours of operation will be determined by the Commissioner and may be changed from time to time at his sole discretion. Such change shall take effect within forty-eight (48) hours, Sundays and holidays excluded, after written notice thereof is received by the operator.

### Article XII.

*Vehicle parking.*

At no time shall the Operator remove or permit or cause to be removed from the premises and facility any vehicle placed thereon for parking purposes without the express consent of the owner or operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator enter or drive, or permit or cause to be entered or driven, any vehicle which has been placed upon the premises for the purpose of self-parking, without the express consent of the owner or operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator accept or cause to be accepted for parking any commercial vehicles, except with the prior written approval signed by the Commissioner. At no time shall the Operator permit or cause to be permitted the parking of any vehicle whatsoever on or in the premises and facility free of charge.

### Article XIII.

*Operator's employees.*

A. The Operator hereby agrees to select, employ and pay such personnel as may be required in the operation of the facility first hereinabove mentioned, unless otherwise specifically provided for in this Agreement. The Operator agrees further that in performing the covenants, promises and conditions under this Agreement, he shall not discriminate against any worker, employee or applicant, nor against any member of the public, on account of race, creed, color or national origin, nor otherwise commit an unfair employment practice.

B. The Operator agrees further to do or cause to be done the following:

1. To supervise, direct and manage the activities of his employees in such manner as to provide prompt, safe, efficient and courteous services as will be adequate to meet all reasonable demands for parking services on the premises and facility, and to provide a sufficient number of said employees as to enable such services to be provided at all times of the operation of said facility.
2. To cause and require all employees serving as attendants on the premises and facility to wear uniforms, caps and badges to be supplied by and at the expense of the Operator and to require said employees at all times to present a neat and clean appearance. The color and design of said uniforms, caps and badges shall be first approved in writing signed by the Commissioner.

### Article XIV.

*Insurance.*

A. The City, at the time or prior to the execution of this Agreement, agrees to furnish all the insurance required under this Agreement and this Article, to be paid from the revenues resulting from the operation of the facility first hereinabove described. All policies of insurance shall name the beneficiary as indicated below and shall be delivered to and held by the City Comptroller. Said insurance shall be placed only with such insurance companies as are approved from time to time by the City Comptroller.

B. Each such insurance policy as set forth in this Article shall contain a provision to the effect that said insurance cannot be cancelled unless the City Comptroller has been notified not less than thirty (30) days prior to the intended cancellation date.

C. In the event that any additional premiums or audits shall be required, the same shall be paid by the City of Chicago from the revenues resulting from the operation of said facility; any return premiums or audits shall be paid to the City of Chicago, for deposit into an appropriate revenue fund.

D. The insurance to be provided as set forth in this Article shall include the following coverages to be maintained during the life of this Agreement:

1. Workmen's Compensation and Occupational Disease Insurance in the names of the City and Operator as insured parties, covering all employees engaged in any work pursuant to this Agreement; liability coverage to be not less than $100,000.00.

2. Fire, Extended Coverage, Vandalism and Malicious Mischief, in the name of the City as the insured party, with not less than eighty (80) percent co-insurance on all buildings included in said facility; liability coverage to be not less than $5,000.00.

3. Not applicable to this contract.

4. Not applicable to this contract.

5. Garage Keeper's Legal Liability, Fire and Explosion, Theft of Automobile, and Combined Coverage, in the names of the City and Operator as insured parties, to include riot, civil commotion, vandalism and malicious mischief with a $25.00 deductible provision, and a $100.00 deductible provision for collision and upset.

6. Plate glass coverage, in the names of the City and Operator as insured parties, fully covering all plate glass of the facility.

7. Commercial Blanket Fidelity Bond, in the name of the Operator as the insured party, covering all employees; liability coverage to be not less than $25,000.00.

8. Broad Form Money and Securities Insurance, in the name of the Operator as the insured party, covering interior and exterior locations, if necessary, liability coverage to be not less than $350.00.

9. Comprehensive Public Liability and Property Damage Insurance, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries from any one accident; and $50,000.00 for property damage resulting from any one accident.

10. Owner's or Landlord's Protective Policy, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries resulting from any one accident; and $50,000.00 for property damage resulting from any one accident.

11. Not applicable to this contract.

### Article XV.

*Destruction of facilities.*

A. In the event the premises and facility or a part thereof shall become damaged or destroyed by fire, explosion, or other casualty, and if the Commissioner determines in his sole judgment that said damages can be repaired within a reasonable time, upon notification thereof, the Operator agrees to submit plans and specifications for approval by the Commissioner, which are necessary to restore the premises and facility to the condition which existed prior to said damage, and agrees to make all repairs according to said plans and specifications after approval by the Commissioner. Failure of the Operator to submit said plans and specifications to the Commissioner within ten (10) days after the casualty above described, or failure to commence said restoration work within five (5) days after the Operator has received the plans and specifications as approved by the Commissioner, or failure to complete such restoration work within a reasonable time, will constitute an abandonment by the Operator.

B. The cost of such repairs and restoration described in this Article shall be paid from the funds received by the City and Operator under insurance policies to the extent said costs are thereunder covered. Should any balance of costs remain which are not covered by said insurance policies, fifty (50) percent of said balance shall be paid by the City and fifty (50) percent shall be paid by the Operator.

C. Notwithstanding the foregoing provisions, in the event of a casualty described in Paragraph A of this Article, the Commissioner may elect, in his sole judgment, to consider said premises and facility beyond repair and refuse to permit the repair, reconstruction or restoration of said premises and facility, and upon written notice of said election from the Commissioner to the Operator within thirty (30) days from the date of said casualty, the obligation of the operator to pay such rent and charges as are hereinafter reserved to the City shall cease and this Agreement shall thereupon terminate; provided, however, that all rents and charges theretofore accrued shall remain due and payable by the Operator forthwith.

### Article XVI.

*Indemnification.*

The Operator shall assume all risks incident to or in connection with his business to be conducted hereunder and shall be solely responsible for all accidents or injuries of whatsoever kind or nature as may be sustained by any persons or property and the Operator shall indemnify, defend and save harmless the City, its officers, agents and employees from any and all claims, suits, losses or damages arising from said accidents or injuries of whatsoever kind or nature, arising directly or indirectly out of the operation of said business, or resulting from the carelessness, negligence or improper conduct of the City, Operator or any of their officers, agents or employees. Said Operator shall also indemnify, defend and save harmless the City, its officers, agents and employees from any penalties for violation of any law, statute, ordinance or regulation affecting its operations.

### Article XVII.

*Operator's Performance Bond.*

The Operator shall deliver to the City at the time of or prior to the execution of this Agreement an approved Government Bond payable to bearer or the City of Chicago or, in lieu thereof, a Performance Bond approved by the City Comptroller and the Corporation Counsel in the amount of $4,000.00. Said bond shall be conditioned upon the full and faithful performance by the Operator of each and every covenant, promise, term, condition, undertaking and agreement set forth in this Agreement.

### Article XVIII.

*Parking Fees and charges.*

The Operator hereby agrees to charge for parking vehicles on the premises and facility first hereinabove described the following fees, rates and charges, during the term of this Agreement:

A. *Transient.*

| | |
|---|---|
| First half hour | $0.10 |
| Second half hour | 0.10 |
| Each hour thereafter | 0.10 |

B. *Monthly.*

| | |
|---|---|
| For each one-month period | $10.00 |

C. It is understood and agreed that parking fees, rates and charges may be changed by the Commissioner when authorized and directed to do so by the City Council of the City of Chicago and the Operator agrees to make such changes when directed to do so by the Commissioner. Fees, rates and charges shall be put into effect within forty-eight (48) hours after written notification thereof has been given to the Operator by the Commissioner and shall remain in effect until changed by the Commissioner as herein provided.

### Article XIX.

*License fees, taxes and charges; budget; and compensation.*

A. *License fees, taxes and charges.*

The Operator shall advance all license fees, taxes and charges assessed under local ordinances and State and Federal statutes to the extent that they are applicable to the operation of the Facility. The Operator shall also secure armored car service for the daily collection of revenue from the Facility and advance payment for such services, the selection of the armored car service to be approved in writing by the Commissioner prior to the use thereof by the Operator.

B. *Budget.*

All expenses incurred or to be incurred by the Operator in anticipation of the advancement of funds under this Agreement shall be set forth in a budget for approval by the Commissioner on a form prescribed by the Commissioner, which shall include, but shall not be limited to, license fees, taxes, charges, employee payrolls and like expenses. The budget herein provided for shall be submitted no later than thirty (30) days following the execution of this Agreement and shall be supplemented from time to time so as to reflect such changes or additions as may become necessary or as requested by the Commissioner. The Operator shall submit such detailed supporting data as the Commissioner may request. Each expense item for which reimbursement is being claimed shall be designated as a reimbursable item on said budget. No expense item shall be reimbursed to the Operator unless approved by the Commissioner and the Independent Engineer.

C. *Compensation to Operator.*

For full and faithful performance of the provisions contained in this Agreement the Operator of Facility No. 48 shall be paid for the period of this Agreement 10.0% of all gross revenue collected.

D. *Settlement and reimbursement.*

The Operator's total fee and expense reimbursement shall be computed, finalized and settled for the entire period of this Agreement, specifically on the basis of actual results of the operation of the facility for the period covered by this Agreement, as determined by an examination of the books and records of the Operator by the City after the termination of said period: provided, however, that the City shall make monthly payments of fees and reimbursable expenses, with quarterly adjustments, which shall substantially cover the Operator's earned fees and actual reimbursable expenses for each month under the following procedure:

(1) It is estimated that the Operator's yearly management fee for Facility No. 48 will be approximately $4,100.00 and that the Operator's annual reimbursable expense will be approximately $13,900.00 making the total annual payment to the Operator to be approximately $18,000.00. The Operator shall receive a monthly reimbursement of one-twelfth of the total approximate yearly payment, or $1,500.00 on the tenth day of the following month for the first eleven months of the Agreement. The final settlement payment shall constitute the twelfth payment.

(2) At the end of the first three quarters of the period of this Agreement, the Operator shall submit to the City quarterly expense statements reflecting actual expenses incurred within each said quarter by the Operator for said facility. At the end of each quarter the Commissioner shall review actual management fees earned and expenses incurred and if, in his sole judgment, the estimated monthly reimbursement does not correctly reflect actual operations, he may appropriately adjust the monthly reimbursement to reflect actual operating conditions.

(3) At the end of the fourth quarter of the period of this Agreement, the Operator shall submit to the City the fourth quarterly reimbursable expense statement reflecting actual expenses incurred within said quarter. This quarterly statement, when combined with the three previously submitted quarterly statements, shall be used as the basis for computing the final settlement, subject to the aforementioned audit. Such audit shall be completed within 90 days after the expiration of this Agreement and final settlement shall be made within 120 days after the expiration of this Agreement.

In the event that parking rates for Facility No. 48 are increased and are to take effect at any time during the period of this Agreement, this Article XIX shall be subject to review, adjustment and renegotiation by and between the City and the Operator with respect to compensation, and supplemental agreement by and between said parties shall be drawn for the approval of the City Council and execution by the parties.

### Article XX.

*Collection of fees and charges.*

All parking fees and charges made and collected by the Operator and his employees under the terms of this Agreement shall be deposited daily with the armored car service referred to in Article XIX. B. hereof and said armored car service shall deposit said fees and charges for credit to such appropriate revenue account as shall be designated by the Commissioner, said procedure set forth in further detail in the Rules and Regulations promulgated by the Bureau of Parking. All such parking fees and charges shall be made pursuant to parking tickets supplied by the City, which shall be time stamped by the Operator and his employees in accordance with the Rules and Regulations hereinabove referred to, with the exception of monthly charges, otherwise provided for therein.

### Article XXI.

*Operator's records.*

The Operator shall keep accurate records, books and accounts in conformity with a system approved by the Commissioner and agrees to permit authorized personnel of the City to examine said records, books and accounts at any reasonable time as a matter of right.

### Article XXII.

*Vacation and abandonment of premises.*

A. If the Operator shall vacate, desert or abandon the premises and facility, or shall permit the same to remain vacated, deserted or abandoned for a period of ten (10) days, or if the Operator shall breach any covenant, promise or condition set forth in this Agreement, or if the Operator shall default in the payment of any rent or charges payable by him under this Agreement, or if the Operator shall sell, assign or mortgage this Agreement or any provision hereof, or if the Operator shall be in default with respect to his performance of any covenants, promises or conditions contained in this Agreement, or if the Operator shall fail to comply with any of the statutes, ordinances, rules, orders, regulations or requirements of the Federal, State and City government, or any and all of their departments and bureaus applicable or pertinent to said premises and facility, or in the event of the death or incapacity of the Operator, then the Operator's right to possession of the premises and facility thereupon shall cease and terminate, with or without any notice or demand whatsoever if the City so elects, but not otherwise. In such event or events hereinabove set forth, whether this Agreement shall be terminated or not, the Operator agrees to surrender to the City possession of the premises and facility immediately without notice to quit or demand for possession of the premises and facility whatsoever, and the Operator hereby grants to the City full and free license to enter into and upon said premises and facility, or any part thereof, to take possession thereof and expel and remove the Operator or any other person who may be occupying the premises and facility or any part thereof, without resort to courts for an order sanctioning such action, and the City may use force in expelling and removing the Operator and such other person as may be reasonably necessary to accomplish said purpose. It is agreed by the Operator that said entry of the premises and facility by the City shall not constitute a trespass or forcible entry or detainer, nor shall it cause forfeiture of charges due by virtue of the provisions of this Agreement, nor a waiver of any covenant, agreement or promise in this Agreement to be performed by the Operator.

B. The Operator hereby waives all notice of any election made by the City under this Agreement, demand for revenues or other charges reserved under this Agreement, notice to quit, demand for possession, and any and all notices and demands whatsoever, of every kind and nature, which may or shall be required by any statute of this State relating to forcible entry and detainer, or to landlord and tenant, or any other statute, or under the common law, during the term of this Agreement. The acceptance of any rents or charges reserved by the City under this Agreement, whether in a single instance or repeatedly, after they shall fall due, or after knowledge of any breach hereof by the Operator, or giving or making of any notice or demand, whether according to any statutory provisions or not, or any act or series of acts, except an express written waiver, shall not be construed as a waiver of the City's right to act without notice or demand or any other right hereby given the City, or as an election not to proceed under the provisions of this Agreement.

D. If the Operator shall file a petition in bankruptcy or shall be involuntarily placed in bankruptcy, or shall be adjudicated a bankrupt, or shall make an assignment for the benefit of creditors, or shall take advantage of any provisions in any statute or ordinance for the advantage of insolvent persons, the City may elect to terminate this Agreement and the term hereof and take immediate possession of the premises facility and appurtenances without notice.

E. In the event the City elects to terminate this Agreement because of a violation of any provisions of this Article, upon such termination the Operator shall compensate the City for any loss in revenue as may be sustained by reason of such termination and provision for such compensation shall be made a condition of the Performance Bond referred to in Article XVII of this Agreement.

F. It is further agreed by and between the parties that the rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

### Article XXIII.

*Costs, expenses and attorney's fees.*

The Operator agrees to pay and discharge all costs, expenses and attorney's fees which shall be incurred and expended by the City in enforcing the covenants, promises and conditions of this Agreement, whether by the institution of litigation or in taking of advice of counsel, or otherwise.

### Article XXIV.

*Notices.*

Notices to the City provided under this Agreement may be sent by registered mail, postage prepaid, addressed to the Commissioner of Streets and Sanitation, Room 707, City Hall, Chicago, Illinois 60602, and notices to the Operator provided for in this Agreement may be sent by registered mail, postage prepaid, addressed to the Operator at: Safeway Parking Company, 4014 North Laporte Avenue, Chicago, Illinois 60641, or in either case to such other respective parties and addresses as the parties hereto may designate in writing from time to time. Such notices shall be deemed to have been given when deposited in any United States Post Office.

### Article XXV.

*Construction of Agreement.*

It is agreed by and between the parties hereto that all general provisions, terms, phrases, and expressions shall be subject to rules of construction as will fully implement the true intent and meaning of the parties to this Agreement, including, but not limited to, the following:

A. Words importing the singular number may extend and be applied to several persons or things, and words importing the plural number may include the singular.

B. Words importing the masculine gender may be applied to the feminine gender and to impersonal legal entities.

C. The word "month" means a calendar month, and the word "year" means a calendar year, unless otherwise expressed.

### Article XXVI.

*City Council approval.*

This Agreement was authorized by the City Council of the City of Chicago, on the ............day of ........................ A.D. 19...... Council Journal page.......

In Witness Whereof, the parties hereto have caused this Agreement to be executed under their respective seals on the day and year first above written.

City of Chicago, a municipal corporation.
By: ........................................
Commissioner of Streets and Sanitation
By: ........................................
City Comptroller
Operator:
By: ........................................
Title
By: ........................................
Attest Title
(Corporate seal)
Approved:
................................................
Independent Engineer
Approved as to form and legality, except as to property description and execution:
................................................
Assistant Corporation Counsel

ACKNOWLEDGMENT BY PRINCIPAL IF AN INDIVIDUAL

State of Illinois }
} ss
County of Cook }

I, ........................................., a Notary Public in and for the County and State aforesaid, Do Hereby Certify that ....................................................... who is personally known to me to be the same person whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial seal, this ................ day of ...................................... A.D. 1969.

....................................................
Notary Public
My Commission Expires..........

SECTION 2. This ordinance shall be effective from and after the date of its passage.

### Execution of Parking Facility Operator's Lease Agreement Authorized for Parking Facility No. 49.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on December 30, 1969, page 7347, recommending that the City Council pass a proposed ordinance transmitted with the committee's report [Proposed ordinance printed in Committee Pamphlet No. 19], to authorize execution of Parking Facility Operator's Lease Agreement for Parking Facility No. 49 for Year 1970.

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Singer, Fifielski, Kerwin, Wigoda, Sperling—39.

*Nays*—Aldermen Despres, Simon, Scholl, McCutcheon, Hoellen, O'Rourke—6.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Streets and Sanitation is hereby authorized and directed to execute on behalf of the City of Chicago, the City Comptroller to countersign, and the City Clerk to attest, upon approval of the Corporation Counsel as to form and legality, a Parking Facility Operator's Agreement between the City of Chicago and Safeway Parking Company for Chicago Parking Facility No. 49 at No. 4014 N. Laporte Avenue. Said agreement is attached to this ordinance and made a part hereof, the same as if incorporated herein.

### CITY OF CHICAGO
### PARKING FACILITY
### OPERATOR'S AGREEMENT

This Agreement, made this ...................... day of ............................., A.D. 19...., between the City of Chicago, a municipal corporation of the State of Illinois (sometimes hereinafter referred to as "City"), and Ralph E. Albrecht, d/b/a, Safeway Parking Company (sometimes hereinafter referred to as "Operator").

This Agreement Witnesseth:

That for and in consideration of the mutual promises, covenants, terms and conditions, both general and special, as hereinafter set forth, the City hereby grants to the Operator the privileges hereinafter described and the Operator agrees to assume the duties, responsibilities, and obligations as hereinafter set forth, with respect to the premises and parking facility described as follows:

> 4014 North Laporte Avenue, Chicago, Illinois known as City of Chicago Parking Facility No. 49.

This City of Chicago Parking Facility Operator's Agreement constitutes the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences shall be implied or impressed upon such Agreement that are not herein set forth.

The term of this Agreement shall be for the period of one (1) year beginning on the 1st day of January, 1970, and ending on the 31st day of December, 1970, unless said terms shall be sooner terminated as hereinafter provided.

#### Article I.

*Definition of terms.*

A. "Bureau of Parking" means that agency of the City of Chicago, having management and control of the establishment, operation and maintenance of parking facilities.

B. "Commissioner" means the Commissioner of Streets and Sanitation of the City of Chicago, or any other official designated by the City Council to have administrative supervision over the Bureau of Parking.

C. "Operator" means any natural person, partnership, corporation, company or other legal entity who or which owns, controls, manages and directs the business of parking motor vehicles on public off-street parking lots, or in public off-street parking garages, or in other public off-street parking facilities.

#### Article II.

*Assignment or transfer.*

The Operator shall not assign or transfer this Agreement nor any of the rights or privileges granted hereby, nor enter into any contract requiring or permitting the doing of any act hereunder by an independent contractor, unless otherwise expressly provided herein, without prior written approval signed by the Commissioner. If the Operator is a partnership or corporation or legal entity other than a natural person, and control of said entity changes at any time during the term hereof, the City may, at its option, deem and declare such change as a breach of this Agreement and take immediate possession of said premises and facility first hereinabove described. It is understood and agreed by and between the City and the Operator that nothing contained in this Agreement is intended or shall be construed as in any way creating or establishing the relationship of co-partners or joint venturers between the parties hereto.

#### Article III.

*Present condition of premises.*

The Operator has examined the premises, facilities and appurtenances first hereinabove described, prior to and as a condition precedent to his acceptance and the execution of this Agreement, and is satisfied with the physical condition of said premises, and his taking possession shall constitute conclusive evidence of his receipt thereof in safe and sanitary condition, and in good order and repair, unless otherwise specified herein. The Operator agrees and admits that no representations as to condition or repair have been made by the City or its officers, employees or agents, which are not herein expressed or endorsed hereon, and that no promises to decorate, alter, repair or improve said premises, before, at or after the execution of this Agreement by the parties, not expressly contained herein, have been made by the City or its officers, employees or agents.

#### Article IV.

*Future condition of premises.*

The Operator shall keep the premises, facility and appurtenances first hereinabove described in a safe, sanitary and sightly condition, and in good repair, and shall yield the same back to the City upon the termination of this Agreement in such condition and repair, ordinary wear and tear excepted. If said premises and facility shall not be so kept by the Operator, the City may enter the premises (without such entry constituting a termination of the privileges herein granted or an interference with the possession of or construction or other eviction from said premises and facility) and do all things necessary to restore said premises and facility to the condition herein required.

#### Article V.

*Signs and advertising.*

The Operator shall not permit or place, post or cause to be placed or posted any sign, billboard, poster, advertising material or similar devices in view of the general public on, in or about the premises and facility without prior written approval signed by the Commissioner. Any such sign, billboard, poster, advertising material or similar devices not authorized by him may be removed by the City and all cost and expense resulting therefrom shall be charged to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses in addition to the rent and charges otherwise reserved in this Agreement. The City hereby reserves the right to erect and maintain such signs or billboards on the premises and facility, from time to time, as the Commissioner may deem advisable.

#### Article VI.

*Alterations and additions.*

The Operator shall make no alterations or additions to the premises and facility first hereinabove described without the prior consent of the City as evidenced by approval in writing signed by the Commissioner. All alterations and additions shall remain as part of said premises and facility unless the City shall otherwise elect, as evidenced by prior approval in writing signed by the Commissioner. Said alterations and additions shall include, but are not limited to, locks, bolts and all fixtures.

#### Article VII.

*Maintenance by Operator.*

The Operator agrees to maintain the premises and facility, advancing funds therefor, reimbursement being subject to all provisions of this Agreement, from day to day in good condition and repair and agrees to do all things necessary toward that end, particularly, but not limited to, the following:

A. Maintain all wheel stops and blocks.
B. Maintain and care for all planting.
C. Maintain all washrooms, toilets and rest rooms according to acceptable health standards.
D. Maintain the premises and facility in a clean, presentable condition, prevent accumulations of dirt, paper or trash of any kind upon the premises and facility.
E. Remove snow, ice and other obstructions from adjacent driveways and sidewalks. Said snow, ice and like debris to be removed shall not be placed upon the public ways or any portion thereof.
F. Make minor necessary repairs to plumbing, lighting and heating equipment. It is agreed by and between the parties that the Commissioner in his sole judgment shall determine whether a repair is minor or otherwise.
G. Advance payment for all utility services, including gas, heat, water and electricity, reimbursement being subject to all provisions of this Agreement.

Should the Operator fail to comply with any of the obligations listed above, the City may, after five (5) days notice to comply, in the event of non-compliance, enter upon said premises and take all steps necessary to insure compliance with the above obligations, in addition to other remedies set forth herein, charging the cost and expense of such entry and procedure to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses.

### Article VIII.

*Maintenance by City.*

The City agrees to maintain and pay for the following items of maintenance and equipment:

A. Maintain said facility in structural repair.
B. Make necessary major repairs to plumbing, lighting and heating.
C. Remove snow and ice, except from sidewalks and driveways.
D. Supply and maintain cash register.
E. Supply all parking tickets and other forms.
F. Supply and maintain pavement markings.
G. Supply electric light bulbs and replace said bulbs and fuses when necessary.
H. Maintain and replace all gates and barricades.
I. Maintain and keep in good working order the hoists, hoist equipment, lifts and elevators.
J. Maintain and keep in good working order all neon directional, informational, and advertising signs located in the interior or on the exterior of the facility.

### Article IX.

*Compliance with law; Liens.*

The Operator agrees to operate such facility as first hereinabove described in compliance at all times with this Agreement and all laws, statutes, ordinances and rules and regulations which are now in effect or which may be hereafter adopted, particularly, but not limited to, all rules and regulations of the Bureau of Parking, Department of Streets and Sanitation. The Operator agrees to keep premises, facility and appurtenances first hereinabove described free and clear of any and all liens in any way arising out of the Operator's use and maintenance thereof.

### Article X.

*Operation of facility.*

The Operator agrees to operate the facility subject to all provisions of this Agreement for the convenience of the public during the terms hereof and shall use and occupy the above premises solely for off-street parking of motor vehicles. The Operator shall use his best efforts to secure, maintain and develop the parking business conducted by him under the terms of this Agreement and to increase the same whenever and wherever possible, and shall refrain from and prevent the diversion of any such parking business from the facility whenever possible.

### Article XI.

*Hours of operation.*

The Operator agrees to operate the facility twenty-four (24) hours a day, seven (7) days a week, holidays included. The actual hours of operation will be determined by the Commissioner and may be changed from time to time at his sole discretion. Such change shall take effect within forty-eight (48) hours, Sundays and holidays excluded, after written notice thereof is received by the operator.

### Article XII.

*Vehicle parking.*

At no time shall the Operator remove or permit or cause to be removed from the premises and facility any vehicle placed thereon for parking purposes without the express consent of the owner or operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator enter or drive, or permit or cause to be entered or driven, any vehicle which has been placed upon the premises for the purpose of self-parking, without the express consent of the owner or operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator accept or cause to be accepted for parking any commercial vehicles, except with the prior written approval signed by the Commissioner. At no time shall the Operator permit or cause to be permitted the parking of any vehicle whatsoever on or in the premises and facility free of charge.

### Article XIII.

*Operator's employees.*

A. The Operator hereby agrees to select, employ and pay such personnel as may be required in the operation of the facility first hereinabove mentioned, unless otherwise specifically provided for in this Agreement. The Operator agrees further that in performing the covenants, promises and conditions under this Agreement, he shall not discriminate against any worker, employee or applicant, nor against any member of the public, on account of race, creed, color or national origin, nor otherwise commit an unfair employment practice.

B. The Operator agrees further to do or cause to be done the following:

1. To supervise, direct and manage the activities of his employees in such manner as to provide prompt, safe, efficient and courteous services as will be adequate to meet all reasonable demands for parking services on the premises and facility, and to provide a suffi-

cient number of said employees as to enable such services to be provided at all times of the operation of said facility.

2. To cause and require all employees serving as attendants on the premises and facility to wear uniforms, caps and badges to be supplied by and at the expense of the Operator and to require said employees at all times to present a neat and clean appearance. The color and design of said uniforms, caps and badges shall be first approved in writing signed by the Commissioner.

### Article XIV.

*Insurance.*

A. The City, at the time or prior to the execution of this Agreement, agrees to furnish all the insurance required under this Agreement and this Article, to be paid from the revenues resulting from the operation of the facility first hereinabove described. All policies of insurance shall name the beneficiary as indicated below and shall be delivered to and held by the City Comptroller. Said insurance shall be placed only with such insurance companies as are approved from time to time by the City Comptroller.

B. Each such insurance policy as set forth in this Article shall contain a provision to the effect that said insurance cannot be cancelled unless the City Comptroller has been notified not less than thirty (30) days prior to the intended cancellation date.

C. In the event that any additional premiums or audits shall be required, the same shall be paid by the City of Chicago from the revenues resulting from the operation of said facility; any return premiums or audits shall be paid to the City of Chicago, for deposit into an appropriate revenue fund.

D. The insurance to be provided as set forth in this Article shall include the following coverages to be maintained during the life of this Agreement:

1. Workmen's Compensation and Occupational Disease Insurance in the names of the City and Operator as insured parties, covering all employees engaged in any work pursuant to this Agreement; liability coverage to be not less than $100,000.00.

2. Fire, Extended Coverage, Vandalism and Malicious Mischief, in the name of the City as the insured party, with not less than eighty (80) percent co-insurance on all buildings included in said facility; liability coverage to be not less than $2,500.00.

3. Not applicable to this contract.

4. Not applicable to this contract.

5. Garage Keeper's Legal Liability, Fire and Explosion, Theft of Automobile, and Combined Coverage, in the names of the City and Operator as insured parties, to include riot, civil commotion, vandalism and malicious mischief with a $25.00 deductible provision, and a $100.00 deductible provision for collision and upset.

6. Plate glass coverage, in the names of the City and Operator as insured parties, fully covering all plate glass of the facility.

7. Commercial Blanket Fidelity Bond, in the name of the Operator as the insured party, covering all employees; liability coverage to be not less than $25,000.00.

8. Broad Form Money and Securities Insurance, in the name of the Operator as the insured party, covering interior and exterior locations, if necessary, liability coverage to be not less than $1,000.00.

9. Comprehensive Public Liability and Property Damage Insurance, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries from any one accident; and $50,000.00 for property damage resulting from any one accident.

10. Owner's or Landlord's Protective Policy, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries resulting from any one accident; and $50,000.00 for property damage resulting from any one accident.

11. Not applicable to this contract.

### Article XV.

*Destruction of facilities.*

A. In the event the premises and facility or a part thereof shall become damaged or destroyed by fire, explosion, or other casualty, and if the Commissioner determines in his sole judgment that said damages can be repaired within a reasonable time, upon notification thereof, the Operator agrees to submit plans and specifications for approval by the Commissioner, which are necessary to restore the premises and facility to the condition which existed prior to said damage, and agrees to make all repairs according to said plans and specifications after approval by the Commissioner. Failure of the Operator to submit said plans and specifications to the Commissioner within ten (10) days after the casualty above described, or failure to commence said restoration work within five (5) days after the Operator has received the plans and specifications as approved by the Commissioner, or failure to complete such restoration work within a reasonable time, will constitute an abandonment by the Operator.

B. The cost of such repairs and restoration described in this Article shall be paid from the funds received by the City and Operator under insurance policies to the extent said costs are thereunder covered. Should any balance of costs remain which are not covered by said insurance policies, fifty (50) percent of said balance shall be paid by the City and fifty (50) percent shall be paid by the Operator.

C. Notwithstanding the foregoing provisions, in the event of a casualty described in Paragraph A of this Article, the Commissioner may elect, in his sole judgment, to consider said premises and facility beyond repair and refuse to permit the repair, reconstruction or restoration of said premises and facility, and upon written notice of said election from the Commissioner to the Operator within thirty (30) days from the date of said casualty, the obligation of the operator to pay such rent and charges as are hereinafter reserved to the City shall cease and this Agreement shall thereupon terminate; provided, however, that all rents and charges theretofore accrued shall remain due and payable by the Operator forthwith.

### Article XVI.

*Indemnification.*

The Operator shall assume all risks incident to or in connection with his business to be conducted hereunder and shall be solely responsible for all accidents or injuries of whatsoever kind or nature as may be sustained by any persons or property and the Operator shall indemnify, defend and save harmless the City, its officers, agents and employees from any and all claims, suits, losses or damages arising from said accidents or injuries of whatsoever kind or nature, arising directly or indirectly out of the operation of said business, or resulting from the carelessness, negligence or improper conduct of the City, Operator or any of their officers, agents or employees. Said Operator shall also indemnify, defend and save harmless the City, its officers, agents and employees from any penalties for violation of any law, statute, ordinance or regulation affecting its operations.

### Article XVII.

*Operator's Performance Bond.*

The Operator shall deliver to the City at the time of or prior to the execution of this Agreement an approved Government Bond payable to bearer or the City of Chicago or, in lieu thereof, a Performance Bond approved by the City Comptroller and the Corporation Counsel in the amount of $1,000.00. Said bond shall be conditioned upon the full and faithful performance by the Operator of each and every covenant, promise, term, condition, undertaking and agreement set forth in this Agreement.

### Article XVIII.

*Parking Fees and charges.*

The Operator hereby agrees to charge for parking vehicles on the premises and facility first hereinabove described the following fees, rates and charges, during the term of this Agreement:

A. *Transient.*

| | |
|---|---|
| First half hour | $0.10 |
| Second half hour | 0.10 |
| Each hour thereafter | 0.10 |

B. *Monthly.*

| | |
|---|---|
| For each one-month period | $10.00 |

C. It is understood and agreed that parking fees, rates and charges may be changed by the Commissioner when authorized and directed to do so by the City Council of the City of Chicago and the Operator agrees to make such changes when directed to do so by the Commissioner. Fees, rates and charges shall be put into effect within forty-eight (48) hours after written notification thereof has been given to the Operator by the Commissioner and shall remain in effect until changed by the Commissioner as herein provided.

### Article XIX.

*License fees, taxes and charges; budget; and compensation.*

A. *License fees, taxes and charges.*

The Operator shall advance all license fees, taxes and charges assessed under local ordinances and State and Federal statutes to the extent that they are applicable to the operation of the Facility. The Operator shall also secure armored car service for the daily collection of revenue from the Facility and advance payment for such services, the selection of the armored car service to be approved in writing by the Commissioner prior to the use thereof by the Operator.

B. *Budget.*

All expenses incurred or to be incurred by the Operator in anticipation of the advancement of funds under this Agreement shall be set forth in a budget for approval by the Commissioner on a form prescribed by the Commissioner, which shall include, but shall not be limited to, license fees, taxes, charges, employee payrolls and like expenses. The budget herein provided for shall be submitted no later than thirty (30) days following the execution of this Agreement and shall be supplemented from time to time so as to reflect such changes or additions as may become necessary or as requested by the Commissioner. The Operator shall submit such detailed supporting data as the Commissioner may request. Each expense item for which reimbursement is being claimed shall be designated as a reimbursable item on said budget. No expense item shall be reimbursed to the Operator unless approved by the Commissioner and the Independent Engineer.

C. *Compensation to Operator.*

For full and faithful performance of the provisions contained in this Agreement the Operator of Facility No. 49 shall be paid for the period of this Agreement 10.0% of all gross revenue collected.

D. *Settlement and reimbursement.*

The Operator's total fee and expense reimbursement shall be computed, finalized and settled for the entire period of this Agreement, specifically on the basis of actual results of the operation of the facility for the period covered by this Agreement, as determined by an examination of the books and records of the Operator by the City after the termination of said period; provided, however, that the City shall make monthly payments of fees and reimbursable expenses, with quarterly adjustments, which shall substantially cover the Operator's earned fees and actual reimbursable expenses for each month under the following procedure:

(1) It is estimated that the Operator's yearly management fee for Facility No. 49 will be approximately $980.00 and that the Operator's annual reimbursable expense will be approximately $7,780.00 making the total annual payment to the Operator to be approximately $8,760.00. The Operator shall receive a monthly reimbursement of one-twelfth of the total approximate yearly payment, or $730.00 on the tenth day of the following month for the first eleven months of the Agreement. The final settlement payment shall constitute the twelfth payment.

(2) At the end of the first three quarters of the period of this Agreement, the Operator shall submit to the City quarterly expense statements reflecting actual expenses incurred within each said quarter by the Operator for said facility. At the end of each quarter the Commissioner shall review actual management fees earned and expenses incurred and if, in his sole judgment, the estimated monthly reimbursement does not correctly reflect actual operations, he may appropriately adjust the monthly reimbursement to reflect actual operating conditions.

(3) At the end of the fourth quarter of the period of this Agreement, the Operator shall submit to the City the fourth quarterly reimbursable expense statement reflecting actual expenses incurred within said quarter. This quarterly statement, when combined with the three previously submitted quarterly statements, shall be used as the basis for computing the final settlement, subject to the aforementioned audit. Such audit shall be completed within 90 days after the expiration of this Agreement and final settlement shall be made within 120 days after the expiration of this Agreement.

In the event that parking rates for Facility No. 49 are increased and are to take effect at any time during the period of this Agreement, this Article XIX shall be subject to review, adjustment and renegotiation by and between the City and the Operator with respect to compensation, and supplemental agreement by and between said parties shall be drawn for the approval of the City Council and execution by the parties.

### Article XX.

*Collection of fees and charges.*

All parking fees and charges made and collected by the Operator and his employees under the terms of this Agreement shall be deposited daily with the armored car service referred to in Article XIX. B. hereof and said armored car service shall deposit said fees and charges for credit to such appropriate revenue account as shall be designated by the Commissioner, said procedure set forth in further detail in the Rules and Regulations promulgated by the Bureau of Parking. All such parking fees and charges shall be made pursuant to parking tickets supplied by the City, which shall be time stamped by the Operator and his employees in accordance with the Rules and Regulations hereinabove referred to, with the exception of monthly charges, otherwise provided for therein.

### Article XXI.

*Operator's records.*

The Operator shall keep accurate records, books and accounts in conformity with a system approved by the Commissioner and agrees to permit authorized personnel of the City to examine said records, books and accounts at any reasonable time as a matter of right.

### Article XXII.

*Vacation and abandonment of premises.*

A. If the Operator shall vacate, desert or abandon the premises and facility, or shall permit the same to remain vacated, deserted or abandoned for a period of ten (10) days, or if the Operator shall breach any covenant, promise or condition set forth in this Agreement, or if the Operator shall default in the payment of any rent or charges payable by him under this Agreement, or if the Operator shall sell, assign or mortgage this Agreement or any provision hereof, or if the Operator shall be in default with respect to his performance of any covenants, promises or conditions contained in this Agreement, or if the Operator shall fail to comply with any of the statutes, ordinances, rules, orders, regulations or requirements of the Federal, State and City government, or any and all of their departments and bureaus applicable or pertinent to said premises and facility, or in the event of the death or incapacity of the Operator, then the Operator's right to possession of the premises and facility thereupon shall cease and terminate, with or without any notice or demand whatsoever if the City so elects, but not otherwise. In such event or events hereinabove set forth, whether this Agreement shall be terminated or not, the Operator agrees to surrender to the City possession of the premises and facility immediately without notice to quit or demand for possession of the premises and facility whatsoever, and the Operator hereby grants to the City full and free license to enter into and upon said premises and facility, or any part thereof, to take possession thereof and expel and remove the Operator or any other person who may be occupying the premises and facility or any part thereof, without resort to courts for an order sanctioning such action, and the City may use force in expelling and removing the Operator and such other person as may be reasonably necessary to accomplish said purpose. It is agreed by the Operator that said entry of the premises and facility by the City shall not constitute a trespass or forcible entry or detainer, nor shall it cause forfeiture of charges due by virtue of the provisions of this Agreement, nor a waiver of any covenant, agreement or promise in this Agreement to be performed by the Operator.

B. The Operator hereby waives all notice of any election made by the City under this Agreement, demand for revenues or other charges reserved under this Agreement, notice to quit, demand for possession, and any and all notices and demands whatsoever, of every kind and nature, which may or shall be required by any statute of this State relating to forcible entry and detainer, or to landlord and tenant, or any other statute, or under the common law, during the term of this Agreement. The acceptance of any rents or charges reserved by the City under this Agreement, whether in a single instance or repeatedly, after they shall fall due, or after knowledge of any breach hereof by the Operator, or giving or making of any notice or demand, whether according to any statutory provisions or not, or any act or series of acts, except an express written waiver, shall not be construed as a waiver of the City's right to act without notice or demand or any other right hereby given the City, or as an election not to proceed under the provisions of this Agreement.

D. If the Operator shall file a petition in bankruptcy or shall be involuntarily placed in bankruptcy, or shall be adjudicated a bankrupt, or shall make an assignment for the benefit of creditors, or shall take advantage of any provisions in any statute or ordinance for the advantage of insolvent persons, the City may elect to terminate this Agreement and the term hereof and take immediate possession of the premises facility and appurtenances without notice.

E. In the event the City elects to terminate this Agreement because of a violation of any provisions of this Article, upon such termination the Operator shall compensate the City for any loss in revenue as may be sustained by reason of such termination and provision for such compensation shall be made a condition of the Performance Bond referred to in Article XVII of this Agreement.

F. It is further agreed by and between the parties that the rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

### Article XXIII.

*Costs, expenses and attorney's fees.*

The Operator agrees to pay and discharge all costs, expenses and attorney's fees which shall be incurred and expended by the City in enforcing the covenants, promises and conditions of this Agreement, whether by the institution of litigation or in taking of advice of counsel, or otherwise.

### Article XXIV.

*Notices.*

Notices to the City provided under this Agreement may be sent by registered mail, postage prepaid, addressed to the Commissioner of Streets and Sanitation, Room 707, City Hall, Chicago, Illinois 60602, and notices to the Operator provided for in this Agreement may be sent by registered mail, postage prepaid, addressed to the Operator at: Safeway Parking Company, 4014 North Laporte Avenue, Chicago, Illinois 60641, or in either case to such other respective parties and addresses as the parties hereto may designate in writing from time to time. Such notices shall be deemed to have been given when deposited in any United States Post Office.

### Article XXV.

*Construction of Agreement.*

It is agreed by and between the parties hereto that all general provisions, terms, phrases, and expressions shall be subject to rules of construction as will fully implement the true intent and meaning of the parties to this Agreement, including, but not limited to, the following:

A. Words importing the singular number may extend and be applied to several persons or things, and words importing the plural number may include the singular.

B. Words importing the masculine gender may be applied to the feminine gender and to impersonal legal entities.

C. The word "month" means a calendar month, and the word "year" means a calendar year, unless otherwise expressed.

### Article XXVI.

*City Council approval.*

This Agreement was authorized by the City Council of the City of Chicago, on the ............day of ........................ A.D. 19...... Council Journal page.......

In Witness Whereof, the parties hereto have caused this Agreement to be executed under their respective seals on the day and year first above written.

City of Chicago, a municipal corporation.

By: ........................................
Commissioner of Streets and Sanitation

By: ........................................
City Comptroller

Operator:

By: ........................................
Title

By: ........................................
Attest Title

(Corporate seal)

Approved:

........................................
Independent Engineer

Approved as to form and legality, except as to property description and execution:

........................................
Assistant Corporation Counsel

ACKNOWLEDGMENT BY PRINCIPAL IF AN INDIVIDUAL

State of Illinois }
} ss
County of Cook }

I, ........................................., a Notary Public in and for the County and State aforesaid, Do Hereby Certify that .................................................. who is personally known to me to be the same person whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial seal, this ................ day of ...................................... A.D. 1969.

........................................
Notary Public

My Commission Expires..........

SECTION 2. This ordinance shall be effective from and after the date of its passage.

## Execution of Parking Facility Operator's Lease Agreement Authorized for Parking Facility No. 54.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on December 30, 1969, page 7347, recommending that the City Council pass a proposed ordinance transmitted with the committee's report [Proposed ordinance printed in Committee Pamphlet No. 19], to authorize execution of Parking Facility Operator's Lease Agreement for Parking Facility No. 54 for Year 1970.

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Singer, Fifielski, Kerwin, Wigoda, Sperling—39.

*Nays*—Aldermen Despres, Simon, Scholl, McCutcheon, Hoellen, O'Rourke—6.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Streets and Sanitation is hereby authorized and directed to execute on behalf of the City of Chicago, the City Comptroller to countersign, and the City Clerk to attest, upon approval of the Corporation Counsel as to form and legality, a Parking Facility Operator's Agreement between the City of Chicago and Sam D. Kaplan Auto Parks for Chicago Parking Facility No. 54 at No. 4705 S. Justine Street. Said agreement is attached to this ordinance and made a part hereof, the same as if incorporated herein.

### CITY OF CHICAGO
### PARKING FACILITY
### OPERATOR'S AGREEMENT

This Agreement, made this ........................ day of ..........................., A.D. 19...., between the City of Chicago, a municipal corporation of the State of Illinois (sometimes hereinafter referred to as "City"), and Sam D. Kaplan d/b/a, Sam D. Kaplan Auto Parks (sometimes hereinafter referred to as "Operator").

This Agreement Witnesseth:

That for and inconsideration of the mutual promises, covenants, terms and conditions, both general and special, as hereinafter set forth, the City hereby grants to the Operator the privileges hereinafter described and the Operator agrees to assume the duties, responsibilities, and obligations as hereinafter set forth, with respect to the premises and parking facility described as follows:

4705 South Justine Street, Chicago, Illinois, known as City of Chicago Parking Facility No. 54.

This City of Chicago Parking Facility Operator's Agreement constitutes the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences shall be implied or impressed upon such Agreement that are not herein set forth.

The term of this Agreement shall be for the period of one (1) year beginning on the 1st day of January, 1970, and ending on the 31st day of December, 1970, unless said terms shall be sooner terminated as hereinafter provided.

### Article I.

*Definition of terms.*

A. "Bureau of Parking" means that agency of the City of Chicago, having management and control of the establishment, operation and maintenance of parking facilities.

B. "Commissioner" means the Commissioner of Streets and Sanitation of the City of Chicago, or any other official designated by the City Council to have administrative supervision over the Bureau of Parking.

C. "Operator" means any natural person, partnership, corporation, company or other legal entity who or which owns, controls, manages and directs the business of parking motor vehicles on public off-street parking lots, or in public off-street parking garages, or in other public off-street parking facilities.

### Article II.

*Assignment or transfer.*

The Operator shall not assign or transfer this Agreement nor any of the rights or privileges granted hereby, nor enter into any contract requiring or permitting the doing of any act hereunder by an independent contractor, unless otherwise expressly provided herein, without prior written approval signed by the Commissioner. If the Operator is a partnership or corporation or legal entity other than a natural person, and control of said entity changes at any time during the term hereof, the City may, at its option, deem and declare such change as a breach of this Agreement and take immediate possession of said premises and facility first hereinabove described. It is understood and agreed by and between the City and the Operator that nothing contained in this Agreement is intended or shall be construed as in any way creating or establishing the relationship of co-partners or joint venturers between the parties hereto.

### Article III.

*Present condition of premises.*

The Operator has examined the premises, facilities and appurtenances first hereinabove described, prior to and as a condition precedent to his acceptance and the execution of this Agreement, and is satisfied with the physical condition of said premises, and his taking possession shall constitute conclusive evidence of his receipt thereof in safe and sanitary condition, and in good order and repair, unless otherwise specified herein. The Operator agrees and admits that no representations as to condition or repair have been made by the City or its officers, employees or agents, which are not herein expressed or endorsed hereon, and that no promises to decorate, alter, repair or improve said premises, before, at or after the execution of this Agreement by the parties, not expressly contained herein, have been made by the City or its officers, employees or agents.

### Article IV.

*Future condition of premises.*

The Operator shall keep the premises, facility and appurtenances first hereinabove described in a safe, sanitary and sightly condition, and in good repair, and shall yield the same back to the City upon the termination of this Agreement in such condition and repair, ordinary wear and tear excepted. If said premises and facility shall not be so kept by the Operator, the City may enter the premises (without such entry constituting a termination of the privileges herein granted or an interference with the possession of or construction or other eviction from said premises and facility) and do all things necessary to restore said premises and facility to the condition herein required.

### Article V.

*Signs and advertising.*

The Operator shall not permit or place, post or cause to be placed or posted any sign, billboard, poster, advertising material or similar devices in view of the general public on, in or about the premises and facility without prior written approval signed by the Commissioner. Any such sign, billboard, poster, advertising material or similar devices not authorized by him may be removed by the City and all cost and expense resulting therefrom shall be charged to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses in addition to the rent and charges otherwise reserved in this Agreement. The City hereby reserves the right to erect and maintain such signs or billboards on the premises and facility, from time to time, as the Commissioner may deem advisable.

### Article VI.

*Alterations and additions.*

The Operator shall make no alterations or additions to the premises and facility first hereinabove described without the prior consent of the City as evidenced by approval in writing signed by the Commissioner. All alterations and additions shall remain as part of said premises and facility unless the City shall otherwise elect, as evidenced by prior approval in writing signed by the Commissioner. Said alterations and additions shall include, but are not limited to, locks, bolts and all fixtures.

### Article VII.

*Maintenance by Operator.*

The Operator agrees to maintain the premises and facility, advancing funds therefor, reimbursement being subject to all provisions of this Agreement, from day to day in good condition and repair and agrees to do all things necessary toward that end, particularly, but not limited to, the following:

A. Maintain all wheel stops and blocks.

B. Maintain and care for all planting.

C. Maintain all washrooms, toilets and rest rooms according to acceptable health standards.

D. Maintain the premises and facility in a clean, presentable condition, prevent accumulations of dirt, paper or trash of any kind upon the premises and facility.

E. Remove snow, ice and other obstructions from adjacent driveways and sidewalks. Said snow, ice and like debris to be removed shall not be placed upon the public ways or any portion thereof.

F. Make minor necessary repairs to plumbing, lighting and heating equipment. It is agreed by and between the parties that the Commissioner in his sole judgment shall determine whether a repair is minor or otherwise.

G. Advance payment for all utility services, including gas, heat, water and electricity, reimbursement being subject to all provisions of this Agreement.

Should the Operator fail to comply with any of the obligations listed above, the City may, after five (5) days notice to comply, in the event of non-compliance, enter upon said premises and take all steps necessary to insure compliance with the above obligations, in addition to other remedies set forth herein, charging the cost and expense of such entry and procedure to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses.

### Article VIII.

*Maintenance by City.*

The City agrees to maintain and pay for the following items of maintenance and equipment:

A. Maintain said facility in structural repair.

B. Make necessary major repairs to plumbing, lighting and heating.

C. Remove snow and ice, except from sidewalks and driveways.

D. Supply and maintain cash register.

E. Supply all parking tickets and other forms.

F. Supply and maintain pavement markings.

G. Supply electric light bulbs and replace said bulbs and fuses when necessary.

H. Maintain and replace all gates and barricades.

I. Maintain and keep in good working order the hoists, hoist equipment, lifts and elevators.

J. Maintain and keep in good working order all neon directional, informational, and advertising signs located in the interior or on the exterior of the facility.

### Article IX.

*Compliance with law; Liens.*

The Operator agrees to operate such facility as first hereinabove described in compliance at all times with this Agreement and all laws, statutes, ordinances and rules and regulations which are now in effect or which may be hereafter adopted, particularly, but not limited to, all rules and regulations of the Bureau of Parking, Department of Streets and Sanitation. The Operator agrees to keep premises, facility and appurtenances first hereinabove described free and clear of any and all liens in any way arising out of the Operator's use and maintenance thereof.

### Article X.

*Operation of facility.*

The Operator agrees to operate the facility subject to all provisions of this Agreement for the convenience of the public during the terms hereof and shall use and occupy the above premises solely for off-street parking of motor vehicles. The Operator shall use his best efforts to secure, maintain and develop the parking business conducted by him under the terms of this Agreement and to increase the same whenever and wherever possible, and shall refrain from and prevent the diversion of any such parking business from the facility whenever possible.

### Article XI.

*Hours of operation.*

The Operator agrees to operate the facility twenty-four (24) hours a day, seven (7) days a week, holidays included. The actual hours of operation will be determined by the Commissioner and may be changed from time to time at his sole discretion. Such change shall take effect within forty-eight (48) hours, Sundays and holidays excluded, after written notice thereof is received by the operator.

### Article XII.

*Vehicle parking.*

At no time shall the Operator remove or permit or cause to be removed from the premises and facility any vehicle placed thereon for parking purposes without the express consent of the owner or operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator enter or drive, or permit or cause to be entered or driven, any vehicle which has been placed upon the premises for the purpose of self-parking, without the express consent of the owner or operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator accept or cause to be accepted for parking any commercial vehicles, except with the prior written approval signed by the Commissioner. At no time shall the Operator permit or cause to be permitted the parking of any vehicle whatsoever on or in the premises and facility free of charge.

### Article XIII.

*Operator's employees.*

A. The Operator hereby agrees to select, employ and pay such personnel as may be required in the operation of the facility first hereinabove mentioned, unless otherwise specifically provided for in this Agreement. The Operator agrees further that in performing the covenants, promises and conditions under this Agreement, he shall not discriminate against any worker, employee or applicant, nor against any member of the public, on account of race, creed, color or national origin, nor otherwise commit an unfair employment practice.

B. The Operator agrees further to do or cause to be done the following:

1. To supervise, direct and manage the activities of his employees in such manner as to provide prompt, safe, efficient and courteous services as will be adequate to meet all reasonable demands for parking services on the premises and facility, and to provide a sufficient number of said employees as to enable such services to be provided at all times of the operation of said facility.
2. To cause and require all employees serving as attendants on the premises and facility to wear uniforms, caps and badges to be supplied by and at the expense of the Operator and to require said employees at all times to present a neat and clean appearance. The color and design of said uniforms, caps and badges shall be first approved in writing signed by the Commissioner.

### Article XIV.

*Insurance.*

A. The City, at the time or prior to the execution of this Agreement, agrees to furnish all the insurance required under this Agreement and this Article, to be paid from the revenues resulting from the operation of the facility first hereinabove described. All policies of insurance shall name the beneficiary as indicated below and shall be delivered to and held by the City Comptroller. Said insurance shall be placed only with such insurance companies as are approved from time to time by the City Comptroller.

B. Each such insurance policy as set forth in this Article shall contain a provision to the effect that said insurance cannot be cancelled unless the City Comptroller has been notified not less than thirty (30) days prior to the intended cancellation date.

C. In the event that any additional premiums or audits shall be required, the same shall be paid by the City of Chicago from the revenues resulting from the operation of said facility; any return premiums or audits shall be paid to the City of Chicago, for deposit into an appropriate revenue fund.

D. The insurance to be provided as set forth in this Article shall include the following coverages to be maintained during the life of this Agreement:

1. Workmen's Compensation and Occupational Disease Insurance in the names of the City and Operator as insured parties, covering all employees engaged in any work pursuant to this Agreement; liability coverage to be not less than $100,000.00.

2. Not applicable to this contract.

3. Not applicable to this contract.

4. Not applicable to this contract.

5. Garage Keeper's Legal Liability, Fire and Explosion, Theft of Automobile, and Combined Coverage, in the names of the City and Operator as insured parties, to include riot, civil commotion, vandalism and malicious mischief with a $25.00 deductible provision, and a $100.00 deductible provision for collision and upset.

6. Plate glass coverage, in the names of the City and Operator as insured parties, fully covering all plate glass of the facility.

7. Commercial Blanket Fidelity Bond, in the name of the Operator as the insured party, covering all employees; liability coverage to be not less than $25,000.00.

8. Broad Form Money and Securities Insurance, in the name of the Operator as the insured party, covering interior and exterior locations, if necessary, liability coverage to be not less than $500.00.

9. Comprehensive Public Liability and Property Damage Insurance, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries from any one accident; and $50,000.00 for property damage resulting from any one accident.

10. Owner's or Landlord's Protective Policy, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries resulting from any one accident; and $50,000.00 for property damage resulting from any one accident.

11. Not applicable to this contract.

### Article XV.

*Destruction of facilities.*

A. In the event the premises and facility or a part thereof shall become damaged or destroyed by fire, explosion, or other casualty, and if the Commissioner determines in his sole judgment that said damages can be repaired within a reasonable time, upon notification thereof, the Operator agrees to submit plans and specifications for approval by the Commissioner, which are necessary to restore the premises and facility to the condition which existed prior to said damage, and agrees to make all repairs according to said plans and specifications after approval by the Commissioner. Failure of the Operator to submit said plans and specifications to the Commissioner within ten (10) days after the casualty above described, or failure to commence said restoration work within five (5) days after the Operator has received the plans and specifications as approved by the Commissioner, or failure to complete such restoration work within a reasonable time, will constitute an abandonment by the Operator.

B. The cost of such repairs and restoration described in this Article shall be paid from the funds received by the City and Operator under insurance policies to the extent said costs are thereunder covered. Should any balance of costs remain which are not covered by said insurance policies, fifty (50) percent of said balance shall be paid by the City and fifty (50) percent shall be paid by the Operator.

C. Notwithstanding the foregoing provisions, in the event of a casualty described in Paragraph A of this Article, the Commissioner may elect, in his sole judgment, to consider said premises and facility beyond repair and refuse to permit the repair, reconstruction or restoration of said premises and facility, and upon written notice of said election from the Commissioner to the Operator within thirty (30) days from the date of said casualty, the obligation of the operator to pay such rent and charges as are hereinafter reserved to the City shall cease and this Agreement shall thereupon terminate; provided, however, that all rents and charges theretofore accrued shall remain due and payable by the Operator forthwith.

### Article XVI.

*Indemnification.*

The Operator shall assume all risks incident to or in connection with his business to be conducted hereunder and shall be solely responsible for all accidents or injuries of whatsoever kind or nature as may be sustained by any persons or property and the Operator shall indemnify, defend and save harmless the City, its officers, agents and employees from any and all claims, suits, losses or damages arising from said accidents or injuries of whatsoever kind or nature, arising directly or indirectly out of the operation of said business, or resulting from the carelessness, negligence or improper conduct of the City, Operator or any of their officers, agents or employees. Said Operator shall also indemnify, defend and save harmless the City, its officers, agents and employees from any penalties for violation of any law, statute, ordinance or regulation affecting its operations.

### Article XVII.

*Operator's Performance Bond.*

The Operator shall deliver to the City at the time of or prior to the execution of this Agreement an approved Government Bond payable to bearer or the City of Chicago or, in lieu thereof, a Performance Bond approved by the City Comptroller and the Corporation Counsel in the amount of $500.00. Said bond shall be conditioned upon the full and faithful performance by the Operator of each and every covenant, promise, term, condition, undertaking and agreement set forth in this Agreement.

### Article XVIII.

*Parking Fees and charges.*

The Operator hereby agrees to charge for parking vehicles on the premises and facility first hereinabove described the following fees, rates and charges, during the term of this Agreement:

A. *Transient.*

| | |
|---|---|
| First twenty minutes | $0.05 |
| Second twenty minutes | 0.05 |
| Third twenty minutes | 0.05 |
| Second hour | 0.10 |
| Each hour thereafter | 0.15 |

B. *Monthly.*

| | |
|---|---|
| For each one-month period | $7.50 |

C. It is understood and agreed that parking fees, rates and charges may be changed by the

Commissioner when authorized and directed to do so by the City Council of the City of Chicago and the Operator agrees to make such changes when directed to do so by the Commissioner. Fees, rates and charges shall be put into effect within forty-eight (48) hours after written notification thereof has been given to the Operator by the Commissioner and shall remain in effect until changed by the Commissioner as herein provided.

### Article XIX.

*License fees, taxes and charges; budget; and compensation.*

A. *License fees, taxes and charges.*

The Operator shall advance all license fees, taxes and charges assessed under local ordinances and State and Federal statutes to the extent that they are applicable to the operation of the Facility. The Operator shall also secure armored car service for the daily collection of revenue from the Facility and advance payment for such services, the selection of the armored car service to be approved in writing by the Commissioner prior to the use thereof by the Operator.

B. *Budget.*

All expenses incurred or to be incurred by the Operator in anticipation of the advancement of funds under this Agreement shall be set forth in a budget for approval by the Commissioner on a form prescribed by the Commissioner, which shall include, but shall not be limited to, license fees, taxes, charges, employee payrolls and like expenses. The budget herein provided for shall be submitted no later than thirty (30) days following the execution of this Agreement and shall be supplemented from time to time so as to reflect such changes or additions as may become necessary or as requested by the Commissioner. The Operator shall submit such detailed supporting data as the Commissioner may request. Each expense item for which reimbursement is being claimed shall be designated as a reimbursable item on said budget. No expense item shall be reimbursed to the Operator unless approved by the Commissioner and the Independent Engineer.

C. *Compensation to Operator.*

For full and faithful performance of the provisions contained in this Agreement the Operator of Facility No. 54 shall be paid for the period of this Agreement 10.0% of all gross revenue collected.

D. *Settlement and reimbursement.*

The Operator's total fee and expense reimbursement shall be computed, finalized and settled for the entire period of this Agreement, specifically on the basis of actual results of the operation of the facility for the period covered by this Agreement, as determined by an examination of the books and records of the Operator by the City after the termination of said period: provided, however, that the City shall make monthly payments of fees and reimbursable expenses, with quarterly adjustments, which shall substantially cover the Operator's earned fees and actual reimbursable expenses for each month under the following procedure:

(1) It is estimated that the Operator's yearly management fee for Facility No. 54 will be approximately $300.00 and that the Operator's annual reimbursable expense will be approximately $2,700.00 making the total annual payment to the Operator to be approximately $3,000.00. The Operator shall receive a monthly reimbursement of one-twelfth of the total approximate yearly payment, or $250.00 on the tenth day of the following month for the first eleven months of the Agreement. The final settlement payment shall constitute the twelfth payment.

(2) At the end of the first three quarters of the period of this Agreement, the Operator shall submit to the City quarterly expense statements reflecting actual expenses incurred within each said quarter by the Operator for said facility. At the end of each quarter the Commissioner shall review actual management fees earned and expenses incurred and if, in his sole judgment, the estimated monthly reimbursement does not correctly reflect actual operations, he may appropriately adjust the monthly reimbursement to reflect actual operating conditions.

(3) At the end of the fourth quarter of the period of this Agreement, the Operator shall submit to the City the fourth quarterly reimbursable expense statement reflecting actual expenses incurred within said quarter. This quarterly statement, when combined with the three previously submitted quarterly statements, shall be used as the basis for computing the final settlement, subject to the aforementioned audit. Such audit shall be completed within 90 days after the expiration of this Agreement and final settlement shall be made within 120 days after the expiration of this Agreement.

In the event that parking rates for Facility No. 54 are increased and are to take effect at any time during the period of this Agreement, this Article XIX shall be subject to review, adjustment and renegotiation by and between the City and the Operator with respect to compensation, and supplemental agreement by and between said parties shall be drawn for the approval of the City Council and execution by the parties.

### Article XX.

*Collection of fees and charges.*

All parking fees and charges made and collected by the Operator and his employees under the terms of this Agreement shall be deposited daily with the armored car service referred to in Article XIX. B. hereof and said armored car service shall deposit said fees and charges for credit to such appropriate revenue account as shall be designated by the Commissioner, said procedure set forth in further detail in the Rules and Regulations promulgated by the Bureau of Parking. All such parking fees and charges shall be made pursuant to parking tickets supplied by the City, which shall be time stamped by the Operator and his employees in accordance with the Rules and Regulations hereinabove referred to, with the exception of monthly charges, otherwise provided for therein.

### Article XXI.

*Operator's records.*

The Operator shall keep accurate records, books and accounts in conformity with a system approved by the Commissioner and agrees to permit authorized personnel of the City to examine said records, books and accounts at any reasonable time as a matter of right.

### Article XXII.

*Vacation and abandonment of premises.*

A. If the Operator shall vacate, desert or abandon the premises and facility, or shall permit the same to remain vacated, deserted or abandoned for a period of ten (10) days, or if the Operator shall breach any covenant, promise or condition set forth in this Agreement, or if the Operator shall default in the payment of any rent or charges payable by him under this Agreement, or if the Operator shall sell, assign or mortgage this Agreement or any provision hereof, or if the Operator shall be in default with respect to his performance of any covenants, promises or conditions contained in this Agreement, or if the Operator shall fail to comply with any of the statutes, ordinances, rules, orders, regulations or requirements of the Federal, State and City government, or any and all of their departments and bureaus applicable or pertinent to said premises and facility, or in the event of the death or incapacity of the Operator, then the Operator's right to possession of the premises and facility thereupon shall cease and terminate, with or without any notice or demand whatsoever if the City so elects, but not otherwise. In such event or events hereinabove set forth, whether this Agreement shall be terminated or not, the Operator agrees to surrender to the City possession of the premises and facility immediately without notice to quit or demand for possession of the premises and facility whatsoever, and the Operator hereby grants to the City full and free license to enter into and upon said premises and facility, or any part thereof, to take possession thereof and expel and remove the Operator or any other person who may be occupying the premises and facility or any part thereof, without resort to courts for an order sanctioning such action, and the City may use force in expelling and removing the Operator and such other person as may be reasonably necessary to accomplish said purpose. It is agreed by the Operator that said entry of the premises and facility by the City shall not constitute a trespass or forcible entry or detainer, nor shall it cause forfeiture of charges due by virtue of the provisions of this Agreement, nor a waiver of any covenant, agreement or promise in this Agreement to be performed by the Operator.

B. The Operator hereby waives all notice of any election made by the City under this Agreement, demand for revenues or other charges reserved under this Agreement, notice to quit, demand for possession, and any and all notices and demands whatsoever, of every kind and nature, which may or shall be required by any statute of this State relating to forcible entry and detainer, or to landlord and tenant, or any other statute, or under the common law, during the term of this Agreement. The acceptance of any rents or charges reserved by the City under this Agreement, whether in a single instance or repeatedly, after they shall fall due, or after knowledge of any breach hereof by the Operator, or giving or making of any notice or demand. whether according to any statutory provisions or not, or any act or series of acts, except an express written waiver, shall not be construed as a waiver of the City's right to act without notice or demand or any other right hereby given the City, or as an election not to proceed under the provisions of this Agreement.

D. If the Operator shall file a petition in bankruptcy or shall be involuntarily placed in bankruptcy, or shall be adjudicated a bankrupt, or shall make an assignment for the benefit of creditors, or shall take advantage of any provisions in any statute or ordinance for the advantage of insolvent persons, the City may elect to terminate this Agreement and the term hereof and take immediate possession of the premises facility and appurtenances without notice.

E. In the event the City elects to terminate this Agreement because of a violation of any provisions of this Article, upon such termination the Operator shall compensate the City for any loss in revenue as may be sustained by reason of such termination and provision for such compensation shall be made a condition of the Performance Bond referred to in Article XVII of this Agreement.

F. It is further agreed by and between the parties that the rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

### Article XXIII.

*Costs, expenses and attorney's fees.*

The Operator agrees to pay and discharge all costs, expenses and attorney's fees which shall be incurred and expended by the City in enforcing the covenants, promises and conditions of this Agreement, whether by the institution of litigation or in taking of advice of counsel, or otherwise.

### Article XXIV.

*Notices.*

Notices to the City provided under this Agreement may be sent by registered mail, postage prepaid, addressed to the Commissioner of Streets and Sanitation, Room 707, City Hall, Chicago, Illinois, 60602, and notices to the Operator provided for in this Agreement may be sent by registered mail, postage prepaid, addressed to the Operator at: Sam D. Kaplan Auto Parks, 188 Randolph Tower, Chicago, Illinois, or in either case to such other respective parties and addresses as the parties hereto may designate in writing from time to time. Such notices shall be deemed to have been given when deposited in any United States Post Office.

### Article XXV.

*Construction of Agreement.*

It is agreed by and between the parties hereto that all general provisions, terms, phrases, and expressions shall be subject to rules of construction as will fully implement the true intent and meaning of the parties to this Agreement, including, but not limited to, the following:

A. Words importing the singular number may extend and be applied to several persons or things, and words importing the plural number may include the singular.

B. Words importing the masculine gender may be applied to the feminine gender and to impersonal legal entities.

C. The word "month" means a calendar month, and the word "year" means a calendar year, unless otherwise expressed.

### Article XXVI.

*City Council approval.*

This Agreement was authorized by the City Council of the City of Chicago, on the ............day of ....................... A.D. 19...... Council Journal page.......

In Witness Whereof, the parties hereto have caused this Agreement to be executed under their respective seals on the day and year first above written.

City of Chicago, a municipal corporation.
By: ........................................
Commissioner of Streets and Sanitation
By: ........................................
City Comptroller
Operator:
By: ........................................
Title
By: ........................................
Attest Title

(Corporate seal)
Approved:

..................................................
Independent Engineer

Approved as to form and legality, except as to property description and execution:

..................................................
Assistant Corporation Counsel

ACKNOWLEDGMENT BY PRINCIPAL IF AN INDIVIDUAL

State of Illinois }
} ss
County of Cook }

I, .........................................., a Notary Public in and for the County and State aforesaid, Do Hereby Certify that ...................................................... who is personally known to me to be the same person whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial seal, this ............... day of ....................................... A.D. 1969.

..................................................
Notary Public
My Commission Expires..........

SECTION 2. This ordinance shall be effective from and after the date of its passage.

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## Execution of Parking Facility Operator's Lease Agreement Authorized for Parking Facility No. 55.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on December 30, 1969, page 7347, recommending that the City Council pass a proposed ordinance transmitted with the committee's report [Proposed ordinance printed in Committee Pamphlet No. 19], to authorize execution of Parking Facility Operator's Lease Agreement for Parking Facility No. 55 for Year 1970.

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Singer, Fifielski, Kerwin, Wigoda, Sperling—39.

*Nays*—Aldermen Despres, Simon, Scholl, McCutcheon, Hoellen, O'Rourke—6.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Streets and Sanitation is hereby authorized and directed to execute on behalf of the City of Chicago, the City Comptroller to countersign, and the City Clerk to attest, upon approval of the Corporation Counsel as to form and legality, a Parking Facility Operator's Agreement between the City of Chicago and Sam D. Kaplan Auto Parks for Chicago Parking Facility No. 55 at No. 4633 S. Marshfield Avenue. Said agreement is attached to this ordinance and made a part hereof, the same as if incorporated herein.

### CITY OF CHICAGO
### PARKING FACILITY
### OPERATOR'S AGREEMENT

This Agreement, made this ........................ day of ..............................., A.D. 19...., between the City of Chicago, a municipal corporation of the State of Illinois (sometimes hereinafter referred to as "City"), and Sam D. Kaplan d/b/a, Sam D. Kaplan Auto Parks (sometimes hereinafter referred to as "Operator").

This Agreement Witnesseth:

That for and in consideration of the mutual promises, covenants, terms and conditions, both general and special, as hereinafter set forth, the City hereby grants to the Operator the privileges hereinafter described and the Operator agrees to assume the duties, responsibilities, and obligations as herein after set forth, with respect to the premises and parking facility described as follows:

> 4633 South Marshfield Avenue, Chicago Illinois, known as City of Chicago Parking Facility No. 55.

This City of Chicago Parking Facility Operator's Agreement constitutes the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences shall be implied or impressed upon such Agreement that are not herein set forth.

The term of this Agreement shall be for the period of one (1) year beginning on the 1st day of January, 1970, and ending on the 31st day of December, 1970, unless said terms shall be sooner terminated as hereinafter provided.

### Article I.

*Definition of terms.*

A. "Bureau of Parking" means that agency of the City of Chicago, having management and control of the establishment, operation and maintenance of parking facilities.

B. "Commissioner" means the Commissioner of Streets and Sanitation of the City of Chicago, or any other official designated by the City Council to have administrative supervision over the Bureau of Parking.

C. "Operator" means any natural person, partnership, corporation, company or other legal entity who or which owns, controls, manages and directs the business of parking motor vehicles on public off-street parking lots, or in public off-street parking garages, or in other public off-street parking facilities.

### Article II.

*Assignment or transfer.*

The Operator shall not assign or transfer this Agreement nor any of the rights or privileges granted hereby, nor enter into any contract requiring or permitting the doing of any act hereunder by an independent contractor, unless otherwise expressly provided herein, without prior written approval signed by the Commissioner. If the Operator is a partnership or corporation or legal entity other than a natural person, and control of said entity changes at any time during the term hereof, the

City may, at its option, deem and declare such change as a breach of this Agreement and take immediate possession of said premises and facility first hereinabove described. It is understood and agreed by and between the City and the Operator that nothing contained in this Agreement is intended or shall be construed as in any way creating or establishing the relationship of co-partners or joint venturers between the parties hereto.

### Article III.

*Present condition of premises.*

The Operator has examined the premises, facilities and appurtenances first hereinabove described, prior to and as a condition precedent to his acceptance and the execution of this Agreement, and is satisfied with the physical condition of said premises, and his taking possession shall constitute conclusive evidence of his receipt thereof in safe and sanitary condition, and in good order and repair, unless otherwise specified herein. The Operator agrees and admits that no representations as to condition or repair have been made by the City or its officers, employees or agents, which are not herein expressed or endorsed hereon, and that no promises to decorate, alter, repair or improve said premises, before, at or after the execution of this Agreement by the parties, not expressly contained herein, have been made by the City or its officers, employees or agents.

### Article IV.

*Future condition of premises.*

The Operator shall keep the premises, facility and appurtenances first hereinabove described in a safe, sanitary and sightly condition, and in good repair, and shall yield the same back to the City upon the termination of this Agreement in such condition and repair, ordinary wear and tear excepted. If said premises and facility shall not be so kept by the Operator, the City may enter the premises (without such entry constituting a termination of the privileges herein granted or an interference with the possession of or construction or other eviction from said premises and facility) and do all things necessary to restore said premises and facility to the condition herein required.

### Article V.

*Signs and advertising.*

The Operator shall not permit or place, post or cause to be placed or posted any sign, billboard, poster, advertising material or similar devices in view of the general public on, in or about the premises and facility without prior written approval signed by the Commissioner. Any such sign, billboard, poster, advertising material or similar devices not authorized by him may be removed by the City and all cost and expense resulting therefrom shall be charged to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses in addition to the rent and charges otherwise reserved in this Agreement. The City hereby reserves the right to erect and maintain such signs or billboards on the premises and facility, from time to time, as the Commissioner may deem advisable.

### Article VI.

*Alterations and additions.*

The Operator shall make no alterations or additions to the premises and facility first hereinabove described without the prior consent of the City as evidenced by approval in writing signed by the Commissioner. All alterations and additions shall remain as part of said premises and facility unless the City shall otherwise elect, as evidenced by prior approval in writing signed by the Commissioner. Said alterations and additions shall include, but are not limited to, locks, bolts and all fixtures.

### Article VII.

*Maintenance by Operator.*

The Operator agrees to maintain the premises and facility, advancing funds therefor, reimbursement being subject to all provisions of this Agreement, from day to day in good condition and repair and agrees to do all things necessary toward that end, particularly, but not limited to, the following:

A. Maintain all wheel stops and blocks.

B. Maintain and care for all planting.

C. Maintain all washrooms, toilets and rest rooms according to acceptable health standards.

D. Maintain the premises and facility in a clean, presentable condition, prevent accumulations of dirt, paper or trash of any kind upon the premises and facility.

E. Remove snow, ice and other obstructions from adjacent driveways and sidewalks. Said snow, ice and like debris to be removed shall not be placed upon the public ways or any portion thereof.

F. Make minor necessary repairs to plumbing, lighting and heating equipment. It is agreed by and between the parties that the Commissioner in his sole judgment shall determine whether a repair is minor or otherwise.

G. Advance payment for all utility services, including gas, heat, water and electricity, reimbursement being subject to all provisions of this Agreement.

Should the Operator fail to comply with any of the obligations listed above, the City may, after five (5) days notice to comply, in the event of non-compliance, enter upon said premises and take all steps necessary to insure compliance with the above obligations, in addition to other remedies set forth herein, charging the cost and expense of such entry and procedure to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses.

### Article VIII.

*Maintenance by City.*

The City agrees to maintain and pay for the following items of maintenance and equipment:

A. Maintain said facility in structural repair.

B. Make necessary major repairs to plumbing, lighting and heating.

C. Remove snow and ice, except from sidewalks and driveways.

D. Supply and maintain cash register.

E. Supply all parking tickets and other forms.

F. Supply and maintain pavement markings.

G. Supply electric light bulbs and replace said bulbs and fuses when necessary.

H. Maintain and replace all gates and barricades.

I. Maintain and keep in good working order the hoists, hoist equipment, lifts and elevators.

J. Maintain and keep in good working order all neon directional, informational, and advertising signs located in the interior or on the exterior of the facility.

### Article IX.

*Compliance with law; Liens.*

The Operator agrees to operate such facility as first hereinabove described in compliance at all times with this Agreement and all laws, statutes, ordinances and rules and regulations which are now in effect or which may be hereafter adopted, particularly, but not limited to, all rules and regulations of the Bureau of Parking, Department of Streets and Sanitation. The Operator agrees to keep premises, facility and appurtenances first hereinabove described free and clear of any and all liens in any way arising out of the Operator's use and maintenance thereof.

### Article X.

*Operation of facility.*

The Operator agrees to operate the facility subject to all provisions of this Agreement for the convenience of the public during the terms hereof and shall use and occupy the above premises solely for off-street parking of motor vehicles. The Operator shall use his best efforts to secure, maintain and develop the parking business conducted by him under the terms of this Agreement and to increase the same whenever and wherever possible, and shall refrain from and prevent the diversion of any such parking business from the facility whenever possible.

### Article XI.

*Hours of operation.*

The Operator agrees to operate the facility twenty-four (24) hours a day, seven (7) days a week, holidays included. The actual hours of operation will be determined by the Commissioner and may be changed from time to time at his sole discretion. Such change shall take effect within forty-eight (48) hours, Sundays and holidays excluded, after written notice thereof is received by the operator.

### Article XII.

*Vehicle parking.*

At no time shall the Operator remove or permit or cause to be removed from the premises and facility any vehicle placed thereon for parking purposes without the express consent of the owner or operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator enter or drive, or permit or cause to be entered or driven, any vehicle which has been placed upon the premises for the purpose of self-parking, without the express consent of the owner or operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator accept or cause to be accepted for parking any commercial vehicles, except with the prior written approval signed by the Commissioner. At no time shall the Operator permit or cause to be permitted the parking of any vehicle whatsoever on or in the premises and facility free of charge.

### Article XIII.

*Operator's employees.*

A. The Operator hereby agrees to select, employ and pay such personnel as may be required in the operation of the facility first hereinabove mentioned, unless otherwise specifically provided for in this Agreement. The Operator agrees further that in performing the covenants, promises and conditions under this Agreement, he shall not discriminate against any worker, employee or applicant, nor against any member of the public, on account of race, creed, color or national origin, nor otherwise commit an unfair employment practice.

B. The Operator agrees further to do or cause to be done the following:

1. To supervise, direct and manage the activities of his employees in such manner as to provide prompt, safe, efficient and courteous services as will be adequate to meet all reasonable demands for parking services on the premises and facility, and to provide a sufficient number of said employees as to enable such services to be provided at all times of the operation of said facility.
2. To cause and require all employees serving as attendants on the premises and facility to wear uniforms, caps and badges to be supplied by and at the expense of the Operator and to require said employees at all times to present a neat and clean appearance. The color and design of said uniforms, caps and badges shall be first approved in writing signed by the Commissioner.

### Article XIV.

*Insurance.*

A. The City, at the time or prior to the execution of this Agreement, agrees to furnish all the insurance required under this Agreement and this Article, to be paid from the revenues resulting from the operation of the facility first hereinabove described. All policies of insurance shall name the beneficiary as indicated below and shall be delivered to and held by the City Comptroller. Said insurance shall be placed only with such insurance companies as are approved from time to time by the City Comptroller.

B. Each such insurance policy as set forth in this Article shall contain a provision to the effect that said insurance cannot be cancelled unless the City Comptroller has been notified not less than thirty (30) days prior to the intended cancellation date.

C. In the event that any additional premiums or audits shall be required, the same shall be paid by the City of Chicago from the revenues resulting from the operation of said facility; any return premiums or audits shall be paid to the City of Chicago, for deposit into an appropriate revenue fund.

D. The insurance to be provided as set forth in this Article shall include the following coverages to be maintained during the life of this Agreement:

1. Workmen's Compensation and Occupational Disease Insurance in the names of the City and Operator as insured parties, covering all employees engaged in any work pursuant to this Agreement; liability coverage to be not less than $100,000.00.

2. Not applicable to this contract.

3. Not applicable to this contract.

4. Not applicable to this contract.

5. Garage Keeper's Legal Liability, Fire and Explosion, Theft of Automobile, and Combined Coverage, in the names of the City and Operator as insured parties, to include riot, civil commotion, vandalism and malicious mischief with a $25.00 deductible provision, and a $100.00 deductible provision for collision and upset.

6. Plate glass coverage, in the names of the City and Operator as insured parties, fully covering all plate glass of the facility.

7. Commercial Blanket Fidelity Bond, in the name of the Operator as the insured party, covering all employees; liability coverage to be not less than $25,000.00.

8. Broad Form Money and Securities Insurance, in the name of the Operator as the insured party, covering interior and exterior locations, if necessary, liability coverage to be not less than $500.00.

9. Comprehensive Public Liability and Property Damage Insurance, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries from any one accident; and $50,000.00 for property damage resulting from any one accident.

10. Owner's or Landlord's Protective Policy, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries resulting from any one accident; and $50,000.00 for property damage resulting from any one accident.

11. Not applicable to this contract.

### Article XV.

*Destruction of facilities.*

A. In the event the premises and facility or a part thereof shall become damaged or destroyed by fire, explosion, or other casualty, and if the Commissioner determines in his sole judgment that said damages can be repaired within a reasonable time, upon notification thereof, the Operator agrees to submit plans and specifications for approval by the Commissioner, which are necessary to restore the premises and facility to the condition which existed prior to said damage, and agrees to make all repairs according to said plans and specifications after approval by the Commissioner. Failure of the Operator to submit said plans and specifications to the Commissioner within ten (10) days after the casualty above described, or failure to commence said restoration work within five (5) days after the Operator has received the plans and specifications as approved by the Commissioner, or failure to complete such restoration work within a reasonable time, will constitute an abandonment by the Operator.

B. The cost of such repairs and restoration described in this Article shall be paid from the funds received by the City and Operator under insurance policies to the extent said costs are thereunder covered. Should any balance of costs remain which are not covered by said insurance policies, fifty (50) percent of said balance shall be paid by the City and fifty (50) percent shall be paid by the Operator.

C. Notwithstanding the foregoing provisions, in the event of a casualty described in Paragraph A of this Article, the Commissioner may elect, in his sole judgment, to consider said premises and facility beyond repair and refuse to permit the repair, reconstruction or restoration of said premises and facility, and upon written notice of said election from the Commissioner to the Operator within thirty (30) days from the date of said casualty, the obligation of the operator to pay such rent and charges as are hereinafter reserved to the City shall cease and this Agreement shall thereupon terminate; provided, however, that all rents and charges theretofore accrued shall remain due and payable by the Operator forthwith.

### Article XVI.

*Indemnification.*

The Operator shall assume all risks incident to or in connection with his business to be conducted hereunder and shall be solely responsible for all accidents or injuries of whatsoever kind or nature as may be sustained by any persons or property and the Operator shall indemnify, defend and save harmless the City, its officers, agents and employees from any and all claims, suits, losses or damages arising from said accidents or injuries of whatsoever kind or nature, arising directly or indirectly out of the operation of said business, or resulting from the carelessness, negligence or improper conduct of the City, Operator or any of their officers, agents or employees. Said Operator shall also indemnify, defend and save harmless the City, its officers, agents and employees from any penalties for violation of any law, statute, ordinance or regulation affecting its operations.

### Article XVII.

*Operator's Performance Bond.*

The Operator shall deliver to the City at the time of or prior to the execution of this Agreement an approved Government Bond payable to bearer or the City of Chicago or, in lieu thereof, a Performance Bond approved by the City Comptroller and the Corporation Counsel in the amount of $500.00. Said bond shall be conditioned upon the full and faithful performance by the Operator of each and every covenant, promise, term, condition, undertaking and agreement set forth in this Agreement.

### Article XVIII.

*Parking fees and charges.*

The Operator hereby agrees to charge for parking vehicles on the premises and facility first hereinabove described the following fees, rates and charges, during the term of this Agreement:

A. *Transient.*

| | |
|---|---|
| First twenty minutes | $0.05 |
| Second twenty minutes | 0.05 |
| Third twenty minutes | 0.05 |
| Second hour | 0.10 |
| Each hour thereafter | 0.15 |

B. *Monthly.*

| | |
|---|---|
| For each one-month period | $7.50 |

C. It is understood and agreed that parking fees, rates and charges may be changed by the Commissioner when authorized and directed to do so by the City Council of the City of Chicago and the Operator agrees to make such changes when directed to do so by the Commissioner. Fees, rates and charges shall be put into effect within forty-eight (48) hours after written notification thereof has been given to the Operator by the Commissioner and shall remain in effect until changed by the Commissioner as herein provided.

### Article XIX.

*License fees, taxes and charges; budget; and compensation.*

A. *License fees, taxes and charges.*

The Operator shall advance all license fees, taxes and charges assessed under local ordinances and State and Federal statutes to the extent that they are applicable to the operation of the Facility. The Operator shall also secure armored car service for the daily collection of revenue from the Facility and advance payment for such services, the selection of the armored car service to be approved in writing by the Commissioner prior to the use thereof by the Operator.

B. *Budget.*

All expenses incurred or to be incurred by the Operator in anticipation of the advancement of funds under this Agreement shall be set forth in a budget for approval by the Commissioner on a form prescribed by the Commissioner, which shall include, but shall not be limited to, license fees, taxes, charges, employee payrolls and like expenses. The budget herein provided for shall be submitted no later than thirty (30) days following the execution of this Agreement and shall be supplemented from time to time so as to reflect such changes or additions as may become necessary or as requested by the Commissioner. The Operator shall submit such detailed supporting data as the Commissioner may request. Each expense item for which reimbursement is being claimed shall be designated as a reimbursable item on said budget. No expense item shall be reimbursed to the Operator unless approved by the Commissioner and the Independent Engineer.

C. *Compensation to Operator*

For full and faithful performance of the provisions contained in this Agreement the Operator of Facility No. 55 shall be paid for the period of this Agreement 10.0% of all gross revenue collected.

D. *Settlement and reimbursement.*

The Operator's total fee and expense reimbursement shall be computed, finalized and settled for the entire period of this Agreement, specifically on the basis of actual results of the operation of the facility for the period covered by this Agreement, as determined by an examination of the books and records of the Operator by the City after the termination of said period; provided, however, that the City shall make monthly payments of fees and reimbursable expenses, with quarterly adjustments, which shall substantially cover the Operator's earned fees and actual reimbursable expenses for each month under the following procedure:

(1) It is estimated that the Operator's yearly management fee for Facility No. 55 will be approximately $540.00 and that the Operator's annual reimbursable expense will be approximately $3,960.00 making the total annual payment to the Operator to be approximately $4,500.00. The Operator shall receive a monthly reimbursement of one-twelfth of the total approximate yearly payment, or $375.00 on the tenth day of the following month for the first eleven months of the Agreement. The final settlement payment shall constitute the twelfth payment.

(2) At the end of the first three quarters of the period of this Agreement, the Operator shall submit to the City quarterly expense statements reflecting actual expenses incurred within each said quarter by the Operator for said facility. At the end of each quarter the Commissioner shall review actual management fees earned and expenses incurred and if, in his sole judgment, the estimated monthly reimbursement does not correctly reflect actual operations, he may appropriately adjust the monthly reimbursement to reflect actual operating conditions.

(3) At the end of the fourth quarter of the period of this Agreement, the Operator shall submit to the City the fourth quarterly reimbursable expense statement reflecting actual expenses incurred within said quarter. This quarterly statement, when combined with the three previously submitted quarterly statements, shall be used as the basis for computing the final settlement, subject to the aforementioned audit. Such audit shall be completed within 90 days after the expiration of this Agreement and final settlement shall be made within 120 days after the expiration of this Agreement.

In the event that parking rates for Facility No. 55 are increased and are to take effect at any time during the period of this Agreement, this Article XIX shall be subject to review, adjustment and renegotiation by and between the City and the Operator with respect to compensation, and supplemental agreement by and between said parties shall be drawn for the approval of the City Council and execution by the parties.

Article XX.

*Collection of fees and charges.*

All parking fees and charges made and collected by the Operator and his employees under the terms of this Agreement shall be deposited daily with the armored car service referred to in Article XIX. B. hereof and said armored car service shall deposit said fees and charges for credit to such appropriate revenue account as shall be designated by the Commissioner, said procedure set forth in further detail in the Rules and Regulations promulgated by the Bureau of Parking. All such parking fees and charges shall be made pursuant to parking tickets supplied by the City, which shall be time stamped by the Operator and his employees in accordance with the Rules and Regulations hereinabove referred to, with the exception of monthly charges, otherwise provided for therein.

Article XXI.

*Operator's records.*

The Operator shall keep accurate records, books and accounts in conformity with a system approved by the Commissioner and agrees to permit authorized personnel of the City to examine said records, books and accounts at any reasonable time as a matter of right.

Article XXII.

*Vacation and abandonment of premises.*

A. If the Operator shall vacate, desert or abandon the premises and facility, or shall permit the same to remain vacated, deserted or abandoned for a period of ten (10) days, or if the Operator shall breach any covenant, promise or condition set forth in this Agreement, or if the Operator shall default in the payment of any rent or charges payable by him under this Agreement, or if the Operator shall sell, assign or mortgage this Agreement or any provision hereof, or if the Operator shall be in default with respect to his performance of any covenants, promises or conditions contained in this Agreement, or if the Operator shall fail to comply with any of the statutes, ordinances, rules, orders, regulations or requirements of the Federal, State and City government, or any and all of their departments and bureaus applicable or pertinent to said premises and facility, or in the event of the death or incapacity of the Operator, then the Operator's right to possession of the premises and facility thereupon shall cease and terminate, with or without any notice or demand whatsoever if the City so elects, but not otherwise. In such event or events hereinabove set forth, whether this Agreement shall be terminated or not, the Operator agrees to surrender to the City possession of the premises and facility immediately without notice to quit or demand for possession of the premises and facility whatsoever, and the Operator hereby grants to the City full and free license to enter into and upon said premises and facility, or any part thereof, to take possession thereof and expel and remove the Operator or any other person who may be occupying the premises and facility or any part thereof, without resort to courts for an order sanctioning such action, and the City may use force in expelling and removing the Operator and such other person as may be reasonably necessary to accomplish said purpose. It is agreed by the Operator that said entry of the premises and facility by the City shall not constitute a trespass or forcible entry or detainer, nor shall it cause forfeiture of charges due by virtue of the provisions of this Agreement, nor a waiver of any covenant, agreement or promise in this Agreement to be performed by the Operator.

B. The Operator hereby waives all notice of any election made by the City under this Agreement, demand for revenues or other charges reserved under this Agreement, notice to quit, demand for possession, and any and all notices and demands whatsoever, of every kind and nature, which may or shall be required by any statute of this State relating to forcible entry and detainer, or to landlord and tenant, or any other statute, or under the common law, during the term of this Agreement. The acceptance of any rents or charges reserved by the City under this Agreement, whether in a single instance or repeatedly, after they shall fall due, or after knowledge of any breach hereof by the Operator, or giving or making of any notice or demand, whether according to any statutory provisions or not, or any act or series of acts, except an express written waiver, shall not be construed as a waiver of the City's right to act without notice or demand or any other right hereby given the City, or as an election not to proceed under the provisions of this Agreement.

D. If the Operator shall file a petition in bankruptcy or shall be involuntarily placed in bankruptcy, or shall be adjudicated a bankrupt, or shall make an assignment for the benefit of creditors, or shall take advantage of any provisions in any statute or ordinance for the advantage of insolvent persons, the City may elect to terminate this Agreement and the term hereof and take immediate possession of the premises facility and appurtenances without notice.

E. In the event the City elects to terminate this Agreement because of a violation of any provisions of this Article, upon such termination the Operator shall compensate the City for any loss in revenue as may be sustained by reason of such termination and provision for such compensation shall be made a condition of the Performance Bond referred to in Article XVII of this Agreement.

F. It is further agreed by and between the parties that the rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

### Article XXIII.

*Costs, expenses and attorney's fees.*

The Operator agrees to pay and discharge all costs, expenses and attorney's fees which shall be incurred and expended by the City in enforcing the covenants, promises and conditions of this Agreement, whether by the institution of litigation or in taking of advice of counsel, or otherwise.

### Article XXIV.

*Notices.*

Notices to the City provided under this Agreement may be sent by registered mail, postage prepaid, addressed to the Commissioner of Streets and Sanitation, Room 707, City Hall, Chicago, Illinois 60602, and notices to the Operator provided for in this Agreement may be sent by registered mail, postage prepaid, addressed to the Operator at: Sam D. Kaplan Auto Parks, 188 Randolph Tower, Chicago, Illinois, or in either case to such other respective parties and addresses as the parties hereto may designate in writing from time to time. Such notices shall be deemed to have been given when deposited in any United States Post Office.

### Article XXV.

*Construction of Agreement.*

It is agreed by and between the parties hereto that all general provisions, terms, phrases, and expressions shall be subject to rules of construction as will fully implement the true intent and meaning of the parties to this Agreement, including, but not limited to, the following:

A. Words importing the singular number may extend and be applied to several persons or things, and words importing the plural number may include the singular.

B. Words importing the masculine gender may be applied to the feminine gender and to impersonal legal entities.

C. The word "month" means a calendar month, and the word "year" means a calendar year, unless otherwise expressed.

### Article XXVI.

*City Council approval.*

This Agreement was authorized by the City Council of the City of Chicago, on the ............day of ........................ A.D. 19...... Council Journal page.......

In Witness Whereof, the parties hereto have caused this Agreement to be executed under their respective seals on the day and year first above written.

City of Chicago, a municipal corporation.
By: ..........................................
Commissioner of Streets and Sanitation
By: ..........................................
City Comptroller
Operator:
By: ..........................................
Title
By: ..........................................
Attest Title
(Corporate seal)
Approved:
..................................................
Independent Engineer
Approved as to form and legality, except as to property description and execution:
..................................................
Assistant Corporation Counsel

ACKNOWLEDGMENT BY PRINCIPAL IF AN INDIVIDUAL

State of Illinois }
} ss
County of Cook }

I, .........................................., a Notary Public in and for the County and State aforesaid, Do Hereby Certify that .................................................... who is personally known to me to be the same person whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial seal, this ................ day of ........................................ A.D. 1969.

..................................................
Notary Public
My Commission Expires..........

SECTION 2. This ordinance shall be effective from and after the date of its passage.

### Execution of Parking Facility Operator's Lease Agreement Authorized for Parking Facility No. 56.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on December 30, 1969, page 7347, recommending that the City Council pass a proposed ordinance transmitted with the committee's report [Proposed ordinance printed in Committee Pamphlet No. 19], to authorize execution of Parking Facility Operator's Lease Agreement for Parking Facility No. 56 for Year 1970.

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Singer, Fifielski, Kerwin, Wigoda, Sperling—39.

*Nays*—Aldermen Despres, Simon, Scholl, McCutcheon, Hoellen, O'Rourke—6.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Streets and Sanitation is hereby authorized and directed to execute on behalf of the City of Chicago, the City Comptroller to countersign, and the City Clerk to attest, upon approval of the Corporation Counsel as to form and legality, a Parking Facility Operator's Agreement between the City of Chicago and Sam D. Kaplan Auto Parks for Chicago Parking Facility No. 56, at No. 4747 South Marshfield Avenue. Said agreement is attached to this ordinance and made a part hereof, the same as if incorporated herein.

CITY OF CHICAGO
PARKING FACILITY
OPERATOR'S AGREEMENT

This Agreement, made this ........................ day of ...................................., A.D. 19......, between the City of Chicago, a municipal corporation of the State of Illinois (sometimes hereinafter referred to as "City"); and Sam D. Kaplan d/b/a, Sam D. Kaplan Auto Parks (sometimes hereinafter referred to as "Operator").

This Agreement Witnesseth:

That for and in consideration of the mutual promises, covenants, terms and conditions, both general and special, as hereinafter set forth, the City hereby grants to the Operator the privileges hereinafter described and the Operator agrees to assume the duties, responsibilities, and obligations as hereinafter set forth, with respect to the premises and parking facility described as follows:

4747 South Marshfield Avenue, Chicago, Illinois, known as City of Chicago Parking Facility No. 56.

This City of Chicago Parking Facility Operator's Agreement constitutes the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences shall be implied or impressed upon such Agreement that are not herein set forth.

The term of this Agreement shall be for the period of one (1) year beginning on the 1st day of January, 1970, and ending on the 31st day of December, 1970, unless said terms shall be sooner terminated as hereinafter provided.

Article I.

*Definition of terms.*

A. "Bureau of Parking" means that agency of the City of Chicago, having management and control of the establishment, operation and maintenance of parking facilities.

B. "Commissioner" means the Commissioner of Streets and Sanitation of the City of Chicago, or any other official designated by the City Council to have administrative supervision over the Bureau of Parking.

C. "Operator" means any natural person, partnership, corporation, company or other legal entity who or which owns, controls, manages and directs the business of parking motor vehicles on public off-street parking lots, or in public off-street parking garages, or in other public off-street parking facilities.

Article II.

*Assignment or transfer.*

The Operator shall not assign or transfer this Agreement nor any of the rights or privileges granted hereby, nor enter into any contract requiring or permitting the doing of any act hereunder by an independent contractor, unless otherwise expressly provided herein, without prior written approval signed by the Commissioner. If the Operator is a partnership or corporation or legal entity other than a natural person, and control of said entity changes at any time during the term hereof, the City may, at its option, deem and declare such change as a breach of this Agreement and take immediate possession of said premises and facility first hereinabove described. It is understood and agreed by and between the City and the Operator that nothing contained in this Agreement is intended or shall be construed as in any way creating or establishing the relationship of co-partners or joint venturers between the parties hereto.

Article III.

*Present condition of premises.*

The Operator has examined the premises, facilities and appurtenances first hereinabove described, prior to and as a condition precedent to his acceptance and the execution of this Agreement, and is satisfied with the physical condition of said premises, and his taking possession shall constitute conclusive evidence of his receipt thereof in safe and sanitary condition, and in good order and repair, unless otherwise specified herein. The Operator agrees and admits that no representations as to condition or repair have been made by the City or its officers, employees or agents, which are not herein expressed or endorsed hereon, and that no promises to decorate, alter, repair or improve said premises, before, at or after the execution of this Agreement by the parties, not expressly contained herein, have been made by the City or its officers, employees or agents.

Article IV.

*Future condition of premises.*

The Operator shall keep the premises, facility and appurtenances first hereinabove described in a safe, sanitary and sightly condition, and in good repair, and shall yield the same back to the City upon the termination of this Agreement in such condition and repair, ordinary wear and tear excepted. If said premises and facility shall not be so kept by the Operator, the City may enter the premises (without such entry constituting a termination of the privileges herein granted or an interference with the possession of or construction or other eviction from said premises and facility) and do all things necessary to restore said premises and facility to the condition herein required.

### Article V.

*Signs and advertising.*

The Operator shall not permit or place, post or cause to be placed or posted any sign, billboard, poster, advertising material or similar devices in view of the general public on, in or about the premises and facility without prior written approval signed by the Commissioner. Any such sign, billboard, poster, advertising material or similar devices not authorized by him may be removed by the City and all cost and expense resulting therefrom shall be charged to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses in addition to the rent and charges otherwise reserved in this Agreement. The City hereby reserves the right to erect and maintain such signs or billboards on the premises and facility, from time to time, as the Commissioner may deem advisable.

### Article VI.

*Alterations and additions.*

The Operator shall make no alterations or additions to the premises and facility first hereinabove described without the prior consent of the City as evidenced by approval in writing signed by the Commissioner. All alterations and additions shall remain as part of said premises and facility unless the City shall otherwise elect, as evidenced by prior approval in writing signed by the Commissioner. Said alterations and additions shall include, but are not limited to, locks, bolts and all fixtures.

### Article VII.

*Maintenance by Operator.*

The Operator agrees to maintain the premises and facility, advancing funds therefor, reimbursement being subject to all provisions of this Agreement, from day to day in good condition and repair and agrees to do all things necessary toward that end, particularly, but not limited to, the following:

A. Maintain all wheel stops and blocks.
B. Maintain and care for all planting.
C. Maintain all washrooms, toilets and rest rooms according to acceptable health standards.
D. Maintain the premises and facility in a clean, presentable condition, prevent accumulations of dirt, paper or trash of any kind upon the premises and facility.
E. Remove snow, ice and other obstructions from adjacent driveways and sidewalks. Said snow, ice and like debris to be removed shall not be placed upon the public ways or any portion thereof.
F. Make minor necessary repairs to plumbing, lighting and heating equipment. It is agreed by and between the parties that the Commissioner in his sole judgment shall determine whether a repair is minor or otherwise.
G. Advance payment for all utility services, including gas, heat, water and electricity, reimbursement being subject to all provisions of this Agreement.

Should the Operator fail to comply with any of the obligations listed above, the City may, after five (5) days notice to comply, in the event of non-compliance, enter upon said premises and take all steps necessary to insure compliance with the above obligations, in addition to other remedies set forth herein, charging the cost and expense of such entry and procedure to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses.

### Article VIII.

*Maintenance by City.*

The City agrees to maintain and pay for the following items of maintenance and equipment:

A. Maintain said facility in structural repair.
B. Make necessary major repairs to plumbing, lighting and heating.
C. Remove snow and ice, except from sidewalks and driveways.
D. Supply and maintain cash register.
E. Supply all parking tickets and other forms.
F. Supply and maintain pavement markings.
G. Supply electric light bulbs and replace said bulbs and fuses when necessary.
H. Maintain and replace all gates and barricades.
I. Maintain and keep in good working order the hoists, hoist equipment, lifts and elevators.
J. Maintain and keep in good working order all neon directional, informational, and advertising signs located in the interior or on the exterior of the facility.

### Article IX.

*Compliance with law; Liens.*

The Operator agrees to operate such facility as first hereinabove described in compliance at all times with this Agreement and all laws, statutes, ordinances and rules and regulations which are now in effect or which may be hereafter adopted, particularly, but not limited to, all rules and regulations of the Bureau of Parking, Department of Streets and Sanitation. The Operator agrees to keep premises, facility and appurtenances first hereinabove described free and clear of any and all liens in any way arising out of the Operator's use and maintenance thereof.

### Article X.

*Operation of facility.*

The Operator agrees to operate the facility subject to all provisions of this Agreement for the convenience of the public during the terms hereof and shall use and occupy the above premises solely for off-street parking of motor vehicles. The Operator shall use his best efforts to secure, maintain and develop the parking business conducted by him under the terms of this Agreement and to increase the same whenever and wherever possible, and shall refrain from and prevent the diversion of any such parking business from the facility whenever possible.

### Article XI.

*Hours of operation.*

The Operator agrees to operate the facility twenty-four (24) hours a day, seven (7) days a week, holidays included. The actual hours of operation will be determined by the Commissioner and may be changed from time to time at his sole discretion. Such change shall take effect within forty-eight (48) hours, Sundays and holidays excluded, after written notice thereof is received by the Operator.

### Article XII.

*Vehicle parking.*

At no time shall the Operator remove or permit or cause to be removed from the premises and facility any vehicle placed thereon for parking purposes without the express consent of the owner or operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator enter or drive, or permit or cause to be entered or driven, any vehicle which has been placed upon the premises for the purpose of self-parking, without the express consent of the owner or operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator accept or cause to be accepted for parking any commercial vehicles, except with the prior written approval signed by the Commissioner. At no time shall the Operator permit or cause to be permitted the parking of any vehicle whatsoever on or in the premises and facility free of charge.

### Article XIII.

*Operator's employees.*

A. The Operator hereby agrees to select, employ and pay such personnel as may be required in the operation of the facility first hereinabove mentioned, unless otherwise specifically provided for in this Agreement. The Operator agrees further that in performing the covenants, promises and conditions under this Agreement, he shall not discriminate against any worker, employee or applicant, nor against any member of the public, on account of race, creed, color or national origin, nor otherwise commit an unfair employment practice.

B. The Operator agrees further to do or cause to be done the following:

1. To supervise, direct and manage the activities of his employees in such manner as to provide prompt, safe, efficient and courteous services as will be adequate to meet all reasonable demands for parking services on the premises and facility, and to provide a sufficient number of said employees as to enable such services to be provided at all times of the operation of said facility.
2. To cause and require all employees serving as attendants on the premises and facility to wear uniforms, caps and badges to be supplied by and at the expense of the Operator and to require said employees at all times to present a neat and clean appearance. The color and design of said uniforms, caps and badges shall be first approved in writing signed by the Commissioner.

### Article XIV.

*Insurance.*

A. The City, at the time or prior to the execution of this Agreement, agrees to furnish all the insurance required under this Agreement and this Article, to be paid from the revenues resulting from the operation of the facility first hereinabove described. All policies of insurance shall name the beneficiary as indicated below and shall be delivered to and held by the City Comptroller. Said insurance shall be placed only with such insurance companies as are approved from time to time by the City Comptroller.

B. Each such insurance policy as set forth in this Article shall contain a provision to the effect that said insurance cannot be cancelled unless the City Comptroller has been notified not less than thirty (30) days prior to the intended cancellation date.

C. In the event that any additional premiums or audits shall be required, the same shall be paid by the City of Chicago from the revenues resulting from the operation of said facility; any return premiums or audits shall be paid to the City of Chicago, for deposit into an appropriate revenue fund.

D. The insurance to be provided as set forth in this Article shall include the following coverages to be maintained during the life of this Agreement:

1. Workmen's Compensation and Occupational Disease Insurance in the names of the City and Operator as insured parties, covering all employees engaged in any work pursuant to this Agreement; liability coverage to be not less than $100,000.00.

2. Fire, Extended Coverage, Vandalism and Malicious Mischief, in the name of the City as the insured party, with not less than eighty (80) percent co-insurance on all buildings included in said facility; liability coverage to be not less than $5,000.00.

3. Not applicable to this contract.

4. Not applicable to this contract.

5. Garage Keeper's Legal Liability, Fire and Explosion, Theft of Automobile, and Combined Coverage, in the names of the City and Operator as insured parties, to include riot, civil commotion, vandalism and malicious mischief with a $25.00 deductible provision, and a $100.00 deductible provision for collision and upset.

6. Plate glass coverage, in the names of the City and Operator as insured parties, fully covering all plate glass of the facility.

7. Commercial Blanket Fidelity Bond, in the name of the Operator as the insured party, covering all employees; liability coverage to be not less than $25,000.00.

8. Broad Form Money and Securities Insurance, in the name of the Operator as the insured party, covering interior and exterior locations, if necessary, liability coverage to be not less than $500.00.

9. Comprehensive Public Liability and Property Damage Insurance, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries from any one accident; and $50,000.00 for property damage resulting from any one accident.

10. Owner's or Landlord's Protective Policy, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries resulting from any one accident; and $50,000.00 for property damage resulting from any one accident.

11. Not applicable to this contract.

### Article XV.

*Destruction of facilities.*

A. In the event the premises and facility or a part thereof shall become damaged or destroyed by fire, explosion, or other casualty, and if the Commissioner determines in his sole judgment that said damages can be repaired within a reasonable time, upon notification thereof, the Operator agrees to submit plans and specifications for approval by the Commissioner, which are necessary to restore the premises and facility to the condition which existed prior to said damage, and agrees to make all repairs according to said plans and specifications after approval by the Commissioner. Failure of the Operator to submit said plans and specifications to the Commissioner within ten (10) days after the casualty above described, or failure to commence said restoration work within five (5) days after the

Operator has received the plans and specifications as approved by the Commissioner, or failure to complete such restoration work within a reasonable time, will constitute an abandonment by the Operator.

B. The cost of such repairs and restoration described in this Article shall be paid from the funds received by the City and Operator under insurance policies to the extent said costs are thereunder covered. Should any balance of costs remain which are not covered by said insurance policies, fifty (50) percent of said balance shall be paid by the City and fifty (50) percent shall be paid by the Operator.

C. Notwithstanding the foregoing provisions, in the event of a casualty described in Paragraph A of this Article, the Commissioner may elect, in his sole judgment, to consider said premises and facility beyond repair and refuse to permit the repair, reconstruction or restoration of said premises and facility, and upon written notice of said election from the Commissioner to the Operator within thirty (30) days from the date of said casualty, the obligation of the operator to pay such rent and charges as are hereinafter reserved to the City shall cease and this Agreement shall thereupon terminate; provided, however, that all rents and charges theretofore accrued shall remain due and payable by the Operator forthwith.

### Article XVI.

*Indemnification.*

The Operator shall assume all risks incident to or in connection with his business to be conducted hereunder and shall be solely responsible for all accidents or injuries of whatsoever kind or nature as may be sustained by any persons or property and the Operator shall indemnify, defend and save harmless the City, its officers, agents and employees from any and all claims, suits, losses or damages arising from said accidents or injuries of whatsoever kind or nature, arising directly or indirectly out of the operation of said business, or resulting from the carelessness, negligence or improper conduct of the City, Operator or any of their officers, agents or employees. Said Operator shall also indemnify, defend and save harmless the City, its officers, agents and employees from any penalties for violation of any law, statute, ordinance or regulation affecting its operations.

### Article XVII.

*Operator's Performance Bond.*

The Operator shall deliver to the City at the time of or prior to the execution of this Agreement an approved Government Bond payable to bearer or the City of Chicago or, in lieu thereof, a Performance Bond approved by the City Comptroller and the Corporation Counsel in the amount of $2,500.00. Said bond shall be conditioned upon the full and faithful performance by the Operator of each and every covenant, promise, term, condition, undertaking and agreement set forth in this Agreement.

### Article XVIII.

*Parking Fees and charges.*

The Operator hereby agrees to charge for parking vehicles on the premises and facility first hereinabove described the following fees, rates and charges, during the term of this Agreement:

A. *Transient.*

| | |
|---|---|
| First half hour | $0.10 |
| Second half hour | 0.10 |
| Each hour thereafter | 0.10 |

B. *Monthly.*

| | |
|---|---|
| For each one-month period | $7.50 |

C. It is understood and agreed that parking fees, rates and charges may be changed by the Commissioner when authorized and directed to do so by the City Council of the City of Chicago and the Operator agrees to make such changes when directed to do so by the Commissioner. Fees, rates and charges shall be put into effect within forty-eight (48) hours after written notification thereof has been given to the Operator by the Commissioner and shall remain in effect until changed by the Commissioner as herein provided.

### Article XIX.

*License fees, taxes and charges; budget; and compensation.*

A. *License fees, taxes and charges.*

The Operator shall advance all license fees, taxes and charges assessed under local ordinances and State and Federal statutes to the extent that they are applicable to the operation of the Facility. The Operator shall also secure armored car service for the daily collection of revenue from the Facility and advance payment for such services, the selection of the armored car service to be approved in writing by the Commissioner prior to the use thereof by the Operator.

B. *Budget.*

All expenses incurred or to be incurred by the Operator in anticipation of the advancement of funds under this Agreement shall be set forth in a budget for approval by the Commissioner on a form prescribed by the Commissioner, which shall include, but shall not be limited to, license fees, taxes, charges, employee payrolls and like expenses. The budget herein provided for shall be submitted no later than thirty (30) days following the execution of this Agreement and shall be supplemented from time to time so as to reflect such changes or additions as may become necessary or as requested by the Commissioner. The Operator shall submit such detailed supporting data as the Commissioner may request. Each expense item for which reimbursement is being claimed shall be designated as a reimbursable item on said budget. No expense item shall be reimbursed to the Operator unless approved by the Commissioner and the Independent Engineer.

C. *Compensation to Operator*

For full and faithful performance of the provisions contained in this Agreement the Operator of Facility No. 56 shall be paid for the period of this Agreement 10.0% of all gross revenue collected.

(1) It is estimated that the Operator's yearly management fee for Facility No. 56 will be approximately $2,200.00 and that the Operator's annual reimbursable expense will be approximately $13,400.00 making the total annual payment to the Operator to be approximately $15,600.00. The Operator shall receive a monthly reimbursement of one-twelfth of the total approximate yearly payment, or $1,300.00 on the tenth day of the following month for the first eleven months of the Agreement. The final settlement payment shall constitute the twelfth payment.

(2) At the end of the first three quarters of the period of this Agreement, the Operator shall submit to the City quarterly expense statements reflecting actual expenses incurred within each said quarter by the Operator for said facility. At the end of each quarter the Commissioner shall review actual management fees earned and expenses incurred and if, in his sole judgment, the estimated monthly reimbursement does not correctly

reflect actual operations, he may appropriately adjust the monthly reimbursement to reflect actual operating conditions.

(3) At the end of the fourth quarter of the period of this Agreement, the Operator shall submit to the City the fourth quarterly reimbursable expense statement reflecting actual expenses incurred within said quarter. This quarterly statement, when combined with the three previously submitted quarterly statements, shall be used as the basis for computing the final settlement, subject to the aforementioned audit. Such audit shall be completed within 90 days after the expiration of this Agreement and final settlement shall be made within 120 days after the expiration of this Agreement.

In the event that parking rates for Facility No. 56 are increased and are to take effect at any time during the period of this Agreement, this Article XIX shall be subject to review, adjustment and renegotiation by and between the City and the Operator with respect to compensation, and supplemental agreement by and between said parties shall be drawn for the approval of the City Council and execution by the parties.

### Article XX.

*Collection of fees and charges.*

All parking fees and charges made and collected by the Operator and his employees under the terms of this Agreement shall be deposited daily with the armored car service referred to in Article XIX. B. hereof and said armored car service shall deposit said fees and charges for credit to such appropriate revenue account as shall be designated by the Commissioner, said procedure set forth in further detail in the Rules and Regulations promulgated by the Bureau of Parking. All such parking fees and charges shall be made pursuant to parking tickets supplied by the City, which shall be time stamped by the Operator and his employees in accordance with the Rules and Regulations hereinabove referred to, with the exception of monthly charges, otherwise provided for therein.

### Article XXI.

*Operator's records.*

The Operator shall keep accurate records, books and accounts in conformity with a system approved by the Commissioner and agrees to permit authorized personnel of the City to examine said records, books and accounts at any reasonable time as a matter of right.

### Article XXII.

*Vacation and abandonment of premises.*

A. If the Operator shall vacate, desert or abandon the premises and facility, or shall permit the same to remain vacated, deserted or abandoned for a period of ten (10) days, or if the Operator shall breach any covenant, promise or condition set forth in this Agreement, or if the Operator shall default in the payment of any rent or charges payable by him under this Agreement, or if the Operator shall sell, assign or mortgage this Agreement or any provision hereof, or if the Operator shall be in default with respect to his performance of any covenants, promises or conditions contained in this Agreement, or if the Operator shall fail to comply with any of the statutes, ordinances, rules, orders, regulations or requirements of the Federal, State and City government, or any and all of their departments and bureaus applicable or pertinent to said premises and facility, or in the event of the death or incapacity of the Operator, then the Operator's right to possession of the premises and facility thereupon shall cease and terminate, with or without any notice or demand whatsoever if the City so elects, but not otherwise. In such event or events hereinabove set forth, whether this Agreement shall be terminated or not, the Operator agrees to surrender to the City possession of the premises and facility immediately without notice to quit or demand for possession of the premises and facility whatsoever, and the Operator hereby grants to the City full and free license to enter into and upon said premises and facility, or any part thereof, to take possession thereof and expel and remove the Operator or any other person who may be occupying the premises and facility or any part thereof, without resort to courts for an order sanctioning such action, and the City may use force in expelling and removing the Operator and such other person as may be reasonably necessary to accomplish said purpose. It is agreed by the Operator that said entry of the premises and facility by the City shall not constitute a trespass or forcible entry or detainer, nor shall it cause forfeiture of charges due by virtue of the provisions of this Agreement, nor a waiver of any covenant, agreement or promise in this Agreement to be performed by the Operator.

B. The Operator hereby waives all notice of any election made by the City under this Agreement, demand for revenues or other charges reserved under this Agreement, notice to quit, demand for possession, and any and all notices and demands whatsoever, of every kind and nature, which may or shall be required by any statute of this State relating to forcible entry and detainer, or to landlord and tenant, or any other statute, or under the common law, during the term of this Agreement. The acceptance of any rents or charges reserved by the City under this Agreement, whether in a single instance or repeatedly, after they shall fall due, or after knowledge of any breach hereof by the Operator, or giving or making of any notice or demand, whether according to any statutory provisions or not, or any act or series of acts, except an express written waiver, shall not be construed as a waiver of the City's right to act without notice or demand or any other right hereby given the City, or as an election not to proceed under the provisions of this Agreement.

D. If the Operator shall file a petition in bankruptcy or shall be involuntarily placed in bankruptcy, or shall be adjudicated a bankrupt, or shall make an assignment for the benefit of creditors, or shall take advantage of any provisions in any statute or ordinance for the advantage of insolvent persons, the City may elect to terminate this Agreement and the term hereof and take immediate possession of the premises facility and appurtenances without notice.

E. In the event the City elects to terminate this Agreement because of a violation of any provisions of this Article, upon such termination the Operator shall compensate the City for any loss in revenue as may be sustained by reason of such termination and provision for such compensation shall be made a condition of the Performance Bond referred to in Article XVII of this Agreement.

F. It is further agreed by and between the parties that the rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

### Article XXIII.

*Costs, expenses and attorney's fees.*

The Operator agrees to pay and discharge all costs, expenses and attorney's fees which shall be incurred and expended by the City in enforcing the covenants, promises and conditions of this Agreement, whether by the institution of litigation or in taking of advice of counsel, or otherwise.

### Article XXIV.

*Notices.*

Notices to the City provided under this Agreement may be sent by registered mail, postage prepaid, addressed to the Commissioner of Streets and Sanitation, Room 707, City Hall, Chicago, Illinois 60602, and notices to the Operator provided for in this Agreement may be sent by registered mail, postage prepaid, addressed to the Operator at: Sam D. Kaplan Auto Parks, 188 Randolph Tower, Chicago, Illinois, or in either case to such other respective parties and addresses as the parties hereto may designate in writing from time to time. Such notices shall be deemed to have been given when deposited in any United States Post Office.

### Article XXV.

*Construction of Agreement.*

It is agreed by and between the parties hereto that all general provisions, terms, phrases, and expressions shall be subject to rules of construction as will fully implement the true intent and meaning of the parties to this Agreement, including, but not limited to, the following:

A. Words importing the singular number may extend and be applied to several persons or things, and words importing the plural number may include the singular.

B. Words importing the masculine gender may be applied to the feminine gender and to impersonal legal entities.

C. The word "month" means a calendar month, and the word "year" means a calendar year, unless otherwise expressed.

### Article XXVI.

*City Council approval.*

This Agreement was authorized by the City Council of the City of Chicago, on the ............day of ........................ A.D. 19...... Council Journal page.......

In Witness Whereof, the parties hereto have caused this Agreement to be executed under their respective seals on the day and year first above written.

City of Chicago, a municipal corporation.
By: ........................................
Commissioner of Streets and Sanitation
By: ........................................
City Comptroller
Operator:
By: ........................................
Title
By: ........................................
Attest Title
(Corporate seal)
Approved:
........................................
Independent Engineer

Approved as to form and legality, except as to property description and execution:
........................................
Assistant Corporation Counsel

Acknowledgment By Principal If An Individual

State of Illinois }
County of Cook } ss

I, ........................................, a Notary Public in and for the County and State aforesaid, Do Hereby Certify that ........................................ who is personally known to me to be the same person whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial seal, this ............... day of ........................................ A.D. 1969.

........................................
Notary Public
My Commission Expires..........

Section 2. This ordinance shall be effective from and after the date of its passage.

## Execution of Parking Facility Operator's Lease Agreement Authorized for Parking Facility No. 57.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on December 30, 1969, page 7347, recommending that the City Council pass a proposed ordinance transmitted with the committee's report [Proposed ordinance printed in Committee Pamphlet No. 19], to authorize execution of Parking Facility Operator's Lease Agreement for Parking Facility No. 57 for Year 1970.

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Singer, Fifielski, Kerwin, Wigoda, Sperling—39.

*Nays*—Aldermen Despres, Simon, Scholl, McCutcheon, Hoellen, O'Rourke—6.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

Section 1. That the Commissioner of Streets and Sanitation is hereby authorized and directed to execute on behalf of the City of Chicago, the City Comptroller to countersign, and the City Clerk to attest, upon approval of the Corporation Counsel as to form and legality, a Parking Facility Operator's Agreement between the City of Chicago and G. and J. Parking for Chicago Parking Facility No. 57 at No. 6339 S. Woodlawn Avenue. Said agreement is attached to this ordinance and made a part hereof, the same as if incorporated herein.

### City of Chicago
### Parking Facility
### Operator's Agreement

This Agreement, made this ........................ day of .............................., A.D. 19...., between the City of

Chicago, a municipal corporation of the State of Illinois (sometimes hereinafter referred to as "City"), and Harry and Narissa Johnson d/b/a, G. and J. Parking (sometimes hereinafter referred to as "Operator").

This Agreement Witnesseth:

That for and in consideration of the mutual promises, covenants, terms and conditions, both general and special, as hereinafter set forth, the City hereby grants to the Operator the privileges hereinafter described and the Operator agrees to assume the duties, responsibilities, and obligations as hereinafter set forth, with respect to the premises and parking facility described as follows:

> 6339 South Woodlawn Avenue, Chicago, Illinois, known as City of Chicago Parking Facility No. 57.

This City of Chicago Parking Facility Operator's Agreement constitutes the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences shall be implied or impressed upon such Agreement that are not herein set forth.

The term of this Agreement shall be for the period of one (1) year beginning on the 1st day of January, 1970, and ending on the 31st day of December, 1970, unless said terms shall be sooner terminated as hereinafter provided.

### Article I.

*Definition of terms.*

A. "Bureau of Parking" means that agency of the City of Chicago, having management and control of the establishment, operation and maintenance of parking facilities.

B. "Commissioner" means the Commissioner of Streets and Sanitation of the City of Chicago, or any other official designated by the City Council to have administrative supervision over the Bureau of Parking.

C. "Operator" means any natural person, partnership, corporation, company or other legal entity who or which owns, controls, manages and directs the business of parking motor vehicles on public off-street parking lots, or in public off-street parking garages, or in other public off-street parking facilities.

### Article II.

*Assignment or transfer.*

The Operator shall not assign or transfer this Agreement nor any of the rights or privileges granted hereby, nor enter into any contract requiring or permitting the doing of any act hereunder by an independent contractor, unless otherwise expressly provided herein, without prior written approval signed by the Commissioner. If the Operator is a partnership or corporation or legal entity other than a natural person, and control of said entity changes at any time during the term hereof, the City may, at its option, deem and declare such change as a breach of this Agreement and take immediate possession of said premises and facility first hereinabove described. It is understood and agreed by and between the City and the Operator that nothing contained in this Agreement is intended or shall be construed as in any way creating or establishing the relationship of co-partners or joint venturers between the parties hereto.

### Article III.

*Present condition of premises.*

The Operator has examined the premises, facilities and appurtenances first hereinabove described, prior to and as a condition precedent to his acceptance and the execution of this Agreement, and is satisfied with the physical condition of said premises, and his taking possession shall constitute conclusive evidence of his receipt thereof in safe and sanitary condition, and in good order and repair, unless otherwise specified herein. The Operator agrees and admits that no representations as to condition or repair have been made by the City or its officers, employees or agents, which are not herein expressed or endorsed hereon, and that no promises to decorate, alter, repair or improve said premises, before, at or after the execution of this Agreement by the parties, not expressly contained herein, have been made by the City or its officers, employees or agents.

### Article IV.

*Future condition of premises.*

The Operator shall keep the premises, facility and appurtenances first hereinabove described in a safe, sanitary and sightly condition, and in good repair, and shall yield the same back to the City upon the termination of this Agreement in such condition and repair, ordinary wear and tear excepted. If said premises and facility shall not be so kept by the Operator, the City may enter the premises (without such entry constituting a termination of the privileges herein granted or an interference with the possession of or construction or other eviction from said premises and facility) and do all things necessary to restore said premises and facility to the condition herein required.

### Article V.

*Signs and advertising.*

The Operator shall not permit or place, post or cause to be placed or posted any sign, billboard, poster, advertising material or similar devices in view of the general public on, in or about the premises and facility without prior written approval signed by the Commissioner. Any such sign, billboard, poster, advertising material or similar devices not authorized by him may be removed by the City and all cost and expense resulting therefrom shall be charged to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses in addition to the rent and charges otherwise reserved in this Agreement. The City hereby reserves the right to erect and maintain such signs or billboards on the premises and facility, from time to time, as the Commissioner may deem advisable.

### Article VI.

*Alterations and additions.*

The Operator shall make no alterations or additions to the premises and facility first hereinabove described without the prior consent of the City as evidenced by approval in writing signed by the Commissioner. All alterations and additions shall remain as part of said premises and facility unless the City shall otherwise elect, as evidenced by prior approval in writing signed by the Commissioner. Said alterations and additions shall include, but are not limited to, locks, bolts and all fixtures.

### Article VII.

*Maintenance by Operator.*

The Operator agrees to maintain the premises and facility, advancing funds therefor, reimbursement being subject to all provisions of this Agreement, from day to day in good condition and repair and agrees to do all things necessary toward that end, particularly, but not limited to, the following:

A. Maintain all wheel stops and blocks.

B. Maintain and care for all planting.

C. Maintain all washrooms, toilets and rest rooms according to acceptable health standards.

D. Maintain the premises and facility in a clean, presentable condition, prevent accumulations of dirt, paper or trash of any kind upon the premises and facility.

E. Remove snow, ice and other obstructions from adjacent driveways and sidewalks. Said snow, ice and like debris to be removed shall not be placed upon the public ways or any portion thereof.

F. Make minor necessary repairs to plumbing, lighting and heating equipment. It is agreed by and between the parties that the Commissioner in his sole judgment shall determine whether a repair is minor or otherwise.

G. Advance payment for all utility services, including gas, heat, water and electricity, reimbursement being subject to all provisions of this Agreement.

Should the Operator fail to comply with any of the obligations listed above, the City may, after five (5) days notice to comply, in the event of non-compliance, enter upon said premises and take all steps necessary to insure compliance with the above obligations, in addition to other remedies set forth herein, charging the cost and expense of such entry and procedure to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses.

### Article VIII.

*Maintenance by City.*

The City agrees to maintain and pay for the following items of maintenance and equipment:

A. Maintain said facility in structural repair.

B. Make necessary major repairs to plumbing, lighting and heating.

C. Remove snow and ice, except from sidewalks and driveways.

D. Supply and maintain cash register.

E. Supply all parking tickets and other forms.

F. Supply and maintain pavement markings.

G. Supply electric light bulbs and replace said bulbs and fuses when necessary.

H. Maintain and replace all gates and barricades.

I. Maintain and keep in good working order the hoists, hoist equipment, lifts and elevators.

J. Maintain and keep in good working order all neon directional, informational, and advertising signs located in the interior or on the exterior of the facility.

### Article IX.

*Compliance with law; Liens.*

The Operator agrees to operate such facility as first hereinabove described in compliance at all times with this Agreement and all laws, statutes, ordinances and rules and regulations which are now in effect or which may be hereafter adopted, particularly, but not limited to, all rules and regulations of the Bureau of Parking, Department of Streets and Sanitation. The Operator agrees to keep premises, facility and appurtenances first hereinabove described free and clear of any and all liens in any way arising out of the Operator's use and maintenance thereof.

### Article X.

*Operation of facility.*

The Operator agrees to operate the facility subject to all provisions of this Agreement for the convenience of the public during the terms hereof and shall use and occupy the above premises solely for off-street parking of motor vehicles. The Operator shall use his best efforts to secure, maintain and develop the parking business conducted by him under the terms of this Agreement and to increase the same whenever and wherever possible, and shall refrain from and prevent the diversion of any such parking business from the facility whenever possible.

### Article XI.

*Hours of operation.*

The Operator agrees to operate the facility twenty-four (24) hours a day, seven (7) days a week, holidays included. The actual hours of operation will be determined by the Commissioner and may be changed from time to time at his sole discretion. Such change shall take effect within forty-eight (48) hours, Sundays and holidays excluded, after written notice thereof is received by the operator.

### Article XII.

*Vehicle parking.*

At no time shall the Operator remove or permit or cause to be removed from the premises and facility any vehicle placed thereon for parking purposes without the express consent of the owner or operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator enter or drive, or permit or cause to be entered or driven, any vehicle which has been placed upon the premises for the purpose of self-parking, without the express consent of the owner or operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator accept or cause to be accepted for parking any commercial vehicles, except with the prior written approval signed by the Commissioner. At no time shall the Operator permit or cause to be permitted the parking of any vehicle whatsoever on or in the premises and facility free of charge.

### Article XIII.

*Operator's employees.*

A. The Operator hereby agrees to select, employ and pay such personnel as may be required in the operation of the facility first hereinabove mentioned, unless otherwise specifically provided for in this Agreement. The Operator agrees further that in performing the covenants, promises and conditions under this Agreement, he shall not discriminate against any worker, employee or applicant, nor against any member of the public, on account of race, creed, color or national origin, nor otherwise commit an unfair employment practice.

B. The Operator agrees further to do or cause to be done the following:

1. To supervise, direct and manage the activities of his employees in such manner as to provide prompt, safe, efficient and courteous services as will be adequate to meet all reasonable demands for parking services on the premises and facility, and to provide a sufficient number of said employees as to enable such services to be provided at all times of the operation of said facility.
2. To cause and require all employees serving as attendants on the premises and facility to

wear uniforms, caps and badges to be supplied by and at the expense of the Operator and to require said employees at all times to present a neat and clean appearance. The color and design of said uniforms, caps and badges shall be first approved in writing signed by the Commissioner.

### Article XIV.

*Insurance.*

A. The City, at the time or prior to the execution of this Agreement, agrees to furnish all the insurance required under this Agreement and this Article, to be paid from the revenues resulting from the operation of the facility first hereinabove described. All policies of insurance shall name the beneficiary as indicated below and shall be delivered to and held by the City Comptroller. Said insurance shall be placed only with such insurance companies as are approved from time to time by the City Comptroller.

B. Each such insurance policy as set forth in this Article shall contain a provision to the effect that said insurance cannot be cancelled unless the City Comptroller has been notified not less than thirty (30) days prior to the intended cancellation date.

C. In the event that any additional premiums or audits shall be required, the same shall be paid by the City of Chicago from the revenues resulting from the operation of said facility; any return premiums or audits shall be paid to the City of Chicago, for deposit into an appropriate revenue fund.

D. The insurance to be provided as set forth in this Article shall include the following coverages to be maintained during the life of this Agreement:

1. Workmen's Compensation and Occupational Disease Insurance in the names of the City and Operator as insured parties, covering all employees engaged in any work pursuant to this Agreement; liability coverage to be not less than $100,000.00.

2. Not applicable to this contract.

3. Not applicable to this contract.

4. Not applicable to this contract.

5. Garage Keeper's Legal Liability, Fire and Explosion, Theft of Automobile, and Combined Coverage, in the names of the City and Operator as insured parties, to include riot, civil commotion, vandalism and malicious mischief with a $25.00 deductible provision, and a $100.00 deductible provison for collision and upset.

6. Plate glass coverage, in the names of the City and Operator as insured parties, fully covering all plate glass of the facility.

7. Commercial Blanket Fidelity Bond, in the name of the Operator as the insured party, covering all employees; liability coverage to be not less than $25,000.00.

8. Not applicable to this contract.

9. Comprehensive Public Liability and Property Damage Insurance, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries from any one accident; and $50,000.00 for property damage resulting from any one accident.

10. Owner's or Landlord's Protective Policy, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries resulting from any one accident; and $50,000.00 for property damage resulting from any one accident.

11. Not applicable to this contract.

### Article XV.

*Destruction of facilities.*

A. In the event the premises and facility or a part thereof shall become damaged or destroyed by fire, explosion, or other casualty, and if the Commissioner determines in his sole judgment that said damages can be repaired within a reasonable time, upon notification thereof, the Operator agrees to submit plans and specifications for approval by the Commissioner, which are necessary to restore the premises and facility to the condition which existed prior to said damage, and agrees to make all repairs according to said plans and specifications after approval by the Commissioner. Failure of the Operator to submit said plans and specifications to the Commissioner within ten (10) days after the casualty above described, or failure to commence said restoration work within five (5) days after the Operator has received the plans and specifications as approved by the Commissioner, or failure to complete such restoration work within a reasonable time, will constitute an abandonment by the Operator.

B. The cost of such repairs and restoration described in this Article shall be paid from the funds received by the City and Operator under insurance policies to the extent said costs are thereunder covered. Should any balance of costs remain which are not covered by said insurance policies, fifty (50) percent of said balance shall be paid by the City and fifty (50) percent shall be paid by the Operator.

C. Notwithstanding the foregoing provisions, in the event of a casualty described in Paragraph A of this Article, the Commissioner may elect, in his sole judgment, to consider said premises and facility beyond repair and refuse to permit the repair, reconstruction or restoration of said premises and facility, and upon written notice of said election from the Commissioner to the Operator within thirty (30) days from the date of said casualty, the obligation of the operator to pay such rent and charges as are hereinafter reserved to the City shall cease and this Agreement shall thereupon terminate; provided, however, that all rents and charges theretofore accrued shall remain due and payable by the Operator forthwith.

### Article XVI.

*Indemnification.*

The Operator shall assume all risks incident to or in connection with his business to be conducted hereunder and shall be solely responsible for all accidents or injuries of whatsoever kind or nature as may be sustained by any persons or property and the Operator shall indemnify, defend and save harmless the City, its officers, agents and employees from any and all claims, suits, losses or damages arising from said accidents or injuries of whatsoever kind or nature, arising directly or indirectly out of the operation of said business, or resulting from the carelessness, negligence or improper conduct of the City, Operator or any of their officers, agents or employees. Said Operator shall also indemnify, defend and save harmless the City, its officers, agents and employees from any penalties for violation of any law, statute, ordinance or regulation affecting its operations.

### Article XVII.

*Operator's Performance Bond.*

The Operator shall deliver to the City at the time of or prior to the execution of this Agreement an approved Government Bond payable to bearer or the City of Chicago or, in lieu thereof, a Performance Bond approved by the City Comptroller and the Corporation Counsel in the amount of $500.00. Said bond shall be conditioned upon the full and faithful performance by the Operator of each and every covenant, promise, term, condition, undertaking and agreement set forth in this Agreement.

### Article XVIII.

*Parking fees and charges.*

The Operator hereby agrees to charge for parking vehicles on the premises and facility first hereinabove described the following fees, rates and charges, during the term of this Agreement:

A. *Transient.*

| | |
|---|---|
| First twenty minutes | $0.05 |
| Second twenty minutes | 0.05 |
| Third twenty minutes | 0.05 |
| Second hour | 0.10 |
| Each hour thereafter | 0.15 |

B. *Monthly.*

| | |
|---|---|
| For each one-month period | $7.50 |

C. It is understood and agreed that parking fees, rates and charges may be changed by the Commissioner when authorized and directed to do so by the City Council of the City of Chicago and the Operator agrees to make such changes when directed to do so by the Commissioner. Fees, rates and charges shall be put into effect within forty-eight (48) hours after written notification thereof has been given to the Operator by the Commissioner and shall remain in effect until changed by the Commissioner as herein provided.

### Article XIX.

*License fees, taxes and charges; budget; and compensation.*

A. *License fees, taxes and charges.*

The Operator shall advance all license fees, taxes and charges assessed under local ordinances and State and Federal statutes to the extent that they are applicable to the operation of the Facility. The Operator shall also secure armored car service for the daily collection of revenue from the Facility and advance payment for such services, the selection of the armored car service to be approved in writing by the Commissioner prior to the use thereof by the Operator.

B. *Budget.*

All expenses incurred or to be incurred by the Operator in anticipation of the advancement of funds under this Agreement shall be set forth in a budget for approval by the Commissioner on a form prescribed by the Commissioner, which shall include, but shall not be limited to, license fees, taxes, charges, employee payrolls and like expenses. The budget herein provided for shall be submitted no later than thirty (30) days following the execution of this Agreement and shall be supplemented from time to time so as to reflect such changes or additions as may become necessary or as requested by the Commissioner. The Operator shall submit such detailed supporting data as the Commissioner may request. Each expense item for which reimbursement is being claimed shall be designated as a reimbursable item on said budget. No expense item shall be reimbursed to the Operator unless approved by the Commissioner and the Independent Engineer.

C. *Compensation to Operator*

For full and faithful performance of the provisions contained in this Agreement the Operator of Facility No. 57 shall be paid for the period of this Agreement 10.0% of all gross revenue collected.

D. *Settlement and reimbursement.*

The Operator's total fee and expense reimbursement shall be computed, finalized and settled for the entire period of this Agreement, specifically on the basis of actual results of the operation of the facility for the period covered by this Agreement, as determined by an examination of the books and records of the Operator by the City after the termination of said period; provided, however, that the City shall make monthly payments of fees and reimbursable expenses, with quarterly adjustments, which shall substantially cover the Operator's earned fees and actual reimbursable expenses for each month under the following procedure:

(1) It is estimated that the Operator's yearly management fee for Facility No. 57 will be approximately $300.00 and that the Operator's annual reimbursable expense will be approximately $3,000.00 making the total annual payment to the Operator to be approximately $3,300.00. The Operator shall receive a monthly reimbursement of one-twelfth of the total approximate yearly payment, or $275.00 on the tenth day of the following month for the first eleven months of the Agreement. The final settlement payment shall constitute the twelfth payment.

(2) At the end of the first three quarters of the period of this Agreement, the Operator shall submit to the City quarterly expense statements reflecting actual expenses incurred within each said quarter by the Operator for said facility. At the end of each quarter the Commissioner shall review actual management fees earned and expenses incurred and if, in his sole judgment, the estimated monthly reimbursement does not correctly reflect actual operations, he may appropriately adjust the monthly reimbursement to reflect actual operating conditions.

(3) At the end of the fourth quarter of the period of this Agreement, the Operator shall submit to the City the fourth quarterly reimbursable expense statement reflecting actual expenses incurred within said quarter. This quarterly statement, when combined with the three previously submitted quarterly statements, shall be used as the basis for computing the final settlement, subject to the aforementioned audit. Such audit shall be completed within 90 days after the expiration of this Agreement and final settlement shall be made within 120 days after the expiration of this Agreement.

In the event that parking rates for Facility No. 57 are increased and are to take effect at any time during the period of this Agreement, this Article XIX shall be subject to review, adjustment and renegotiation by and between the City and the Operator with respect to compensation, and supplemental agreement by and between said parties shall be drawn for the approval of the City Council and execution by the parties.

### Article XX.

*Collection of fees and charges.*

All parking fees and charges made and collected by the Operator and his employees under the terms of this Agreement shall be deposited daily with the armored car service referred to in Article XIX. B. hereof and said armored car service shall deposit said fees and charges for credit to such appropriate revenue account as shall be designated by the Commissioner, said procedure set forth in further detail in the Rules and Regulations promulgated by the Bureau of Parking. All such parking fees and charges shall be made pursuant to parking tickets supplied by the City, which shall be time stamped by the Operator and his employees in accordance with the Rules and Regulations hereinabove referred to, with the exception of monthly charges, otherwise provided for therein.

### Article XXI.

*Operator's records.*

The Operator shall keep accurate records, books and accounts in conformity with a system approved by the Commissioner and agrees to permit authorized personnel of the City to examine said records, books and accounts at any reasonable time as a matter of right.

### Article XXII.

*Vacation and abandonment of premises.*

A. If the Operator shall vacate, desert or abandon the premises and facility, or shall permit the same to remain vacated, deserted or abandoned for a period of ten (10) days, or if the Operator shall breach any covenant, promise or condition set forth in this Agreement, or if the Operator shall default in the payment of any rent or charges payable by him under this Agreement, or if the Operator shall sell, assign or mortgage this Agreement or any provision hereof, or if the Operator shall be in default with respect to his performance of any covenants, promises or conditions contained in this Agreement, or if the Operator shall fail to comply with any of the statutes, ordinances, rules, orders, regulations or requirements of the Federal, State and City government, or any and all of their departments and bureaus applicable or pertinent to said premises and facility, or in the event of the death or incapacity of the Operator, then the Operator's right to possession of the premises and facility thereupon shall cease and terminate, with or without any notice or demand whatsoever if the City so elects, but not otherwise. In such event or events hereinabove set forth, whether this Agreement shall be terminated or not, the Operator agrees to surrender to the City possession of the premises and facility immediately without notice to quit or demand for possession of the premises and facility whatsoever, and the Operator hereby grants to the City full and free license to enter into and upon said premises and facility, or any part thereof, to take possession thereof and expel and remove the Operator or any other person who may be occupying the premises and facility or any part thereof, without resort to courts for an order sanctioning such action, and the City may use force in expelling and removing the Operator and such other person as may be reasonably necessary to accomplish said purpose. It is agreed by the Operator that said entry of the premises and facility by the City shall not constitute a trespass or forcible entry or detainer, nor shall it cause forfeiture of charges due by virtue of the provisions of this Agreement, nor a waiver of any covenant, agreement or promise in this Agreement to be performed by the Operator.

B. The Operator hereby waives all notice of any election made by the City under this Agreement, demand for revenues or other charges reserved under this Agreement, notice to quit, demand for possession, and any and all notices and demands whatsoever, of every kind and nature, which may or shall be required by any statute of this State relating to forcible entry and detainer, or to landlord and tenant, or any other statute, or under the common law, during the term of this Agreement. The acceptance of any rents or charges reserved by the City under this Agreement, whether in a single instance or repeatedly, after they shall fall due, or after knowledge of any breach hereof by the Operator, or giving or making of any notice or demand, whether according to any statutory provisions or not, or any act or series of acts, except an express written waiver, shall not be construed as a waiver of the City's right to act without notice or demand or any other right hereby given the City, or as an election not to proceed under the provisions of this Agreement.

D. If the Operator shall file a petition in bankruptcy or shall be involuntarily placed in bankruptcy, or shall be adjudicated a bankrupt, or shall make an assignment for the benefit of creditors, or shall take advantage of any provisions in any statute or ordinance for the advantage of insolvent persons, the City may elect to terminate this Agreement and the term hereof and take immediate possession of the premises facility and appurtenances without notice.

E. In the event the City elects to terminate this Agreement because of a violation of any provisions of this Article, upon such termination the Operator shall compensate the City for any loss in revenue as may be sustained by reason of such termination and provision for such compensation shall be made a condition of the Performance Bond referred to in Article XVII of this Agreement.

F. It is further agreed by and between the parties that the rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

### Article XXIII.

*Costs, expenses and attorney's fees.*

The Operator agrees to pay and discharge all costs, expenses and attorney's fees which shall be incurred and expended by the City in enforcing the covenants, promises and conditions of this Agreement, whether by the institution of litigation or in taking of advice of counsel, or otherwise.

### Article XXIV.

*Notices.*

Notices to the City provided under this Agreement may be sent by registered mail, postage prepaid, addressed to the Commissioner of Streets and Sanitation, Room 707, City Hall, Chicago, Illinois 60602, and notices to the Operator provided for in this Agreement may be sent by registered mail, postage prepaid, addressed to the Operator at: G. and J. Parking, 9443 South Eberhart Avenue, Chicago, Illinois 60619, or in either case to such other respective parties and addresses as the parties hereto may designate in writing from time to time. Such notices shall be deemed to have been given when deposited in any United State Post Office.

### Article XXV.

*Construction of Agreement.*

It is agreed by and between the parties hereto that all general provisions, terms, phrases, and expressions shall be subject to rules of construction as will fully implement the true intent and meaning of the parties to this Agreement, including, but not limited to, the following:

A. Words importing the singular number may extend and be applied to several persons or things, and words importing the plural number may include the singular.

B. Words importing the masculine gender may be applied to the feminine gender and to impersonal legal entities.

C. The word "month" means a calendar month, and the word "year" means a calendar year, unless otherwise expressed.

Article XXVI.

*City Council approval.*

This Agreement was authorized by the City Council of the City of Chicago, on the ............day of ....................... A.D. 19...... Council Journal page.......

In Witness Whereof, the parties hereto have caused this Agreement to be executed under their respective seals on the day and year first above written.

City of Chicago, a municipal corporation.
By: ..........................................
Commissioner of Streets and Sanitation
By: ..........................................
City Comptroller
Operator:
By: ..........................................
Title
By: ..........................................
Attest Title
(Corporate seal)
Approved:

..................................................
Independent Engineer
Approved as to form and legality, except as to property description and execution:

..................................................
Assistant Corporation Counsel

ACKNOWLEDGMENT BY PRINCIPAL IF AN INDIVIDUAL

State of Illinois }
} ss
County of Cook }

I, .........................................., a Notary Public in and for the County and State aforesaid, Do Hereby Certify that ..................................................... who is personally known to me to be the same person whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial seal, this ................ day of ....................................... A.D. 1969.

..................................................
Notary Public
My Commission Expires..........

SECTION 2. This ordinance shall be effective from and after the date of its passage.

## Execution of Parking Facility Operator's Lease Agreement Authorized for Parking Facility No. 58.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on December 30, 1969, page 7348, recommending that the City Council pass a proposed ordinance transmitted with the committee's report [Proposed ordinance printed in Committee Pamphlet No. 19], to authorize execution of Parking Facility Operator's Lease Agreement for Parking Facility No. 58 for Year 1970.

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Singer, Fifielski, Kerwin, Wigoda, Sperling—39.

*Nays*—Aldermen Despres, Simon, Scholl, McCutcheon, Hoellen, O'Rourke—6.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Streets and Sanitation is hereby authorized and directed to execute on behalf of the City of Chicago, the City Comptroller to countersign, and the City Clerk to attest, upon approval of the Corporation Counsel as to form and legality, a Parking Facility Operator's Agreement between the City of Chicago and G. and J. Parking for Chicago Parking Facility No. 58 at No. 6315 S. Evans Avenue. Said agreement is attached to this ordinance and made a part hereof, the same as if incorporated herein.

CITY OF CHICAGO
PARKING FACILITY
OPERATOR'S AGREEMENT

This Agreement, made this ........................ day of ................................., A.D. 19......, between the City of Chicago, a municipal corporation of the State of Illinois (sometimes hereinafter referred to as "City"), and Harry and Narissa Johnson d/b/a, G. and J. Parking (sometimes hereinafter referred to as "Operator").

This Agreement Witnesseth:

That for and in consideration of the mutual promises, covenants, terms and conditions, both general and special, as hereinafter set forth, the City hereby grants to the Operator the privileges hereinafter described and the Operator agrees to assume the duties, responsibilities, and obligations as hereinafter set forth, with respect to the premises and parking facility described as follows:

6315 South Evans Avenue, Chicago, Illinois, known as City of Chicago Parking Facility No. 58.

This City of Chicago Parking Facility Operator's Agreement constitutes the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences shall be implied or impressed upon such Agreement that are not herein set forth.

The term of this Agreement shall be for the period of one (1) year beginning on the 1st day of January, 1970, and ending on the 31st day of December, 1970, unless said terms shall be sooner terminated as hereinafter provided.

Article I.

*Definition of terms.*

A. "Bureau of Parking" means that agency of the City of Chicago, having management and control of the establishment, operation and maintenance of parking facilities.

B. "Commissioner" means the Commissioner of Streets and Sanitation of the City of Chicago, or any other official designated by the City Council to have administrative supervision over the Bureau of Parking.

C. "Operator" means any natural person, partnership, corporation, company or other legal entity who or which owns, controls, manages and directs the business of parking motor vehicles on public off-street parking lots, or in public off-street parking garages, or in other public off-street parking facilities.

### Article II.

*Assignment or transfer.*

The Operator shall not assign or transfer this Agreement nor any of the rights or privileges granted hereby, nor enter into any contract requiring or permitting the doing of any act hereunder by an independent contractor, unless otherwise expressly provided herein, without prior written approval signed by the Commissioner. If the Operator is a partnership or corporation or legal entity other than a natural person, and control of said entity changes at any time during the term hereof, the City may, at its option, deem and declare such change as a breach of this Agreement and take immediate possession of said premises and facility first hereinabove described. It is understood and agreed by and between the City and the Operator that nothing contained in this Agreement is intended or shall be construed as in any way creating or establishing the relationship of co-partners or joint venturers between the parties hereto.

### Article III.

*Present condition of premises.*

The Operator has examined the premises, facilities and appurtenances first hereinabove described, prior to and as a condition precedent to his acceptance and the execution of this Agreement, and is satisfied with the physical condition of said premises, and his taking possession shall constitute conclusive evidence of his receipt thereof in safe and sanitary condition, and in good order and repair, unless otherwise specified herein. The Operator agrees and admits that no representations as to condition or repair have been made by the City or its officers, employees or agents, which are not herein expressed or endorsed hereon, and that no promises to decorate, alter, repair or improve said premises, before, at or after the execution of this Agreement by the parties, not expressly contained herein, have been made by the City or its officers, employees or agents.

### Article IV.

*Future condition of premises.*

The Operator shall keep the premises, facility and appurtenances first hereinabove described in a safe, sanitary and sightly condition, and in good repair, and shall yield the same back to the City upon the termination of this Agreement in such condition and repair, ordinary wear and tear excepted. If said premises and facility shall not be so kept by the Operator, the City may enter the premises (without such entry constituting a termination of the privileges herein granted or an interference with the possession of or construction or other eviction from said premises and facility) and do all things necessary to restore said premises and facility to the condition herein required.

### Article V.

*Signs and advertising.*

The Operator shall not permit or place, post or cause to be placed or posted any sign, billboard, poster, advertising material or similar devices in view of the general public on, in or about the premises and facility without prior written approval signed by the Commissioner. Any such sign, billboard, poster, advertising material or similar devices not authorized by him may be removed by the City and all cost and expense resulting therefrom shall be charged to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses in addition to the rent and charges otherwise reserved in this Agreement. The City hereby reserves the right to erect and maintain such signs or billboards on the premises and facility, from time to time, as the Commissioner may deem advisable.

### Article VI.

*Alterations and additions.*

The Operator shall make no alterations or additions to the premises and facility first hereinabove described without the prior consent of the City as evidenced by approval in writing signed by the Commissioner. All alterations and additions shall remain as part of said premises and facility unless the City shall otherwise elect, as evidenced by prior approval in writing signed by the Commissioner. Said alterations and additions shall include, but are not limited to, locks, bolts and all fixtures.

### Article VII.

*Maintenance by Operator.*

The Operator agrees to maintain the premises and facility, advancing funds therefor, reimbursement being subject to all provisions of this Agreement, from day to day in good condition and repair and agrees to do all things necessary toward that end, particularly, but not limited to, the following:

A. Maintain all wheel stops and blocks.

B. Maintain and care for all planting.

C. Maintain all washrooms, toilets and rest rooms according to acceptable health standards.

D. Maintain the premises and facility in a clean, presentable condition, prevent accumulations of dirt, paper or trash of any kind upon the premises and facility.

E. Remove snow, ice and other obstructions from adjacent driveways and sidewalks. Said snow, ice and like debris to be removed shall not be placed upon the public ways or any portion thereof.

F. Make minor necessary repairs to plumbing, lighting and heating equipment. It is agreed by and between the parties that the Commissioner in his sole judgment shall determine whether a repair is minor or otherwise.

G. Advance payment for all utility services, including gas, heat, water and electricity, reimbursement being subject to all provisions of this Agreement.

Should the Operator fail to comply with any of the obligations listed above, the City may, after five (5) days notice to comply, in the event of non-compliance, enter upon said premises and take all steps necessary to insure compliance with the above obligations, in addition to other remedies set forth herein, charging the cost and expense of such entry and procedure to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses.

### Article VIII.

*Maintenance by City.*

The City agrees to maintain and pay for the following items of maintenance and equipment:

A. Maintain said facility in structural repair.

B. Make necessary major repairs to plumbing, lighting and heating.

C. Remove snow and ice, except from sidewalks and driveways.

D. Supply and maintain cash register.

E. Supply all parking tickets and other forms.

F. Supply and maintain pavement markings.

G. Supply electric light bulbs and replace said bulbs and fuses when necessary.

H. Maintain and replace all gates and barricades.

I. Maintain and keep in good working order the hoists, hoist equipment, lifts and elevators.

J. Maintain and keep in good working order all neon directional, informational, and advertising signs located in the interior or on the exterior of the facility.

### Article IX.

*Compliance with law; Liens.*

The Operator agrees to operate such facility as first hereinabove described in compliance at all times with this Agreement and all laws, statutes, ordinances and rules and regulations which are now in effect or which may be hereafter adopted, particularly, but not limited to, all rules and regulations of the Bureau of Parking, Department of Streets and Sanitation. The Operator agrees to keep premises, facility and appurtenances first hereinabove described free and clear of any and all liens in any way arising out of the Operator's use and maintenance thereof.

### Article X.

*Operation of facility.*

The Operator agrees to operate the facility subject to all provisions of this Agreement for the convenience of the public during the terms hereof and shall use and occupy the above premises solely for off-street parking of motor vehicles. The Operator shall use his best efforts to secure, maintain and develop the parking business conducted by him under the terms of this Agreement and to increase the same whenever and wherever possible, and shall refrain from and prevent the diversion of any such parking business from the facility whenever possible.

### Article XI.

*Hours of operation.*

The Operator agrees to operate the facility twenty-four (24) hours a day, seven (7) days a week, holidays included. The actual hours of operation will be determined by the Commissioner and may be changed from time to time at his sole discretion. Such change shall take effect within forty-eight (48) hours, Sundays and holidays excluded, after written notice thereof is received by the Operator.

### Article XII.

*Vehicle parking.*

At no time shall the Operator remove or permit or cause to be removed from the premises and facility any vehicle placed thereon for parking purposes without the express consent of the owner or operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator enter or drive, or permit or cause to be entered or driven, any vehicle which has been placed upon the premises for the purpose of self-parking, without the express consent of the owner or operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator accept or cause to be accepted for parking any commercial vehicles, except with the prior written approval signed by the Commissioner. At no time shall the Operator permit or cause to be permitted the parking of any vehicle whatsoever on or in the premises and facility free of charge.

### Article XIII.

*Operator's employees.*

A. The Operator hereby agrees to select, employ and pay such personnel as may be required in the operation of the facility first hereinabove mentioned, unless otherwise specifically provided for in this Agreement. The Operator agrees further that in performing the covenants, promises and conditions under this Agreement, he shall not discriminate against any worker, employee or applicant, nor against any member of the public, on account of race, creed, color or national origin, nor otherwise commit an unfair employment practice.

B. The Operator agrees further to do or cause to be done the following:

1. To supervise, direct and manage the activities of his employees in such manner as to provide prompt, safe, efficient and courteous services as will be adequate to meet all reasonable demands for parking services on the premises and facility, and to provide a sufficient number of said employees as to enable such services to be provided at all times of the operation of said facility.
2. To cause and require all employees serving as attendants on the premises and facility to wear uniforms, caps and badges to be supplied by and at the expense of the Operator and to require said employees at all times to present a neat and clean appearance. The color and design of said uniforms, caps and badges shall be first approved in writing signed by the Commissioner.

### Article XIV.

*Insurance.*

A. The City, at the time or prior to the execution of this Agreement, agrees to furnish all the insurance required under this Agreement and this Article, to be paid from the revenues resulting from the operation of the facility first hereinabove described. All policies of insurance shall name the beneficiary as indicated below and shall be delivered to and held by the City Comptroller. Said insurance shall be placed only with such insurance companies as are approved from time to time by the City Comptroller.

B. Each such insurance policy as set forth in this Article shall contain a provision to the effect that said insurance cannot be cancelled unless the City Comptroller has been notified not less than thirty (30) days prior to the intended cancellation date.

C. In the event that any additional premiums or audits shall be required, the same shall be paid by the City of Chicago from the revenues resulting from the operation of said facility; any return premiums or audits shall be paid to the City of Chicago, for deposit into an appropriate revenue fund.

D. The insurance to be provided as set forth in this Article shall include the following coverages to be maintained during the life of this Agreement:

1. Workmen's Compensation and Occupational Disease Insurance in the names of the City and Operator as insured parties, covering all employees engaged in any work pursuant to this Agreement; liability coverage to be not less than $100,000.00.

2. Not applicable to this contract.

3. Not applicable to this contract.

4. Not applicable to this contract.

5. Garage Keeper's Legal Liability, Fire and Explosion, Theft of Automobile, and Combined Coverage, in the names of the City and Operator as insured parties, to include riot, civil commotion, vandalism and malicious mischief with a $25.00 deductible provision, and a $100.00 deductible provision for collision and upset.

6. Plate glass coverage, in the names of the City and Operator as insured parties, fully covering all plate glass of the facility.

7. Commercial Blanket Fidelity Bond, in the name of the Operator as the insured party, covering all employees; liability coverage to be not less than $25,000.00.

8. Not applicable to this contract.

9. Comprehensive Public Liability and Property Damage Insurance, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries from any one accident; and $50,000.00 for property damage resulting from any one accident.

10. Owner's or Landlord's Protective Policy, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries resulting from any one accident; and $50,000.00 for property damage resulting from any one accident.

11. Not applicable to this contract.

### Article XV.

*Destruction of facilities.*

A. In the event the premises and facility or a part thereof shall become damaged or destroyed by fire, explosion, or other casualty, and if the Commissioner determines in his sole judgment that said damages can be repaired within a reasonable time, upon notification thereof, the Operator agrees to submit plans and specifications for approval by the Commissioner, which are necessary to restore the premises and facility to the condition which existed prior to said damage, and agrees to make all repairs according to said plans and specifications after approval by the Commissioner. Failure of the Operator to submit said plans and specifications to the Commissioner within ten (10) days after the casualty above described, or failure to commence said restoration work within five (5) days after the Operator has received the plans and specifications as approved by the Commissioner, or failure to complete such restoration work within a reasonable time, will constitute an abandonment by the Operator.

B. The cost of such repairs and restoration described in this Article shall be paid from the funds received by the City and Operator under insurance policies to the extent said costs are thereunder covered. Should any balance of costs remain which are not covered by said insurance policies, fifty (50) percent of said balance shall be paid by the City and fifty (50) percent shall be paid by the Operator.

C. Notwithstanding the foregoing provisions, in the event of a casualty described in Paragraph A of this Article, the Commissioner may elect, in his sole judgment, to consider said premises and facility beyond repair and refuse to permit the repair, reconstruction or restoration of said premises and facility, and upon written notice of said election from the Commissioner to the Operator within thirty (30) days from the date of said casualty, the obligation of the Operator to pay such rent and charges as are hereinafter reserved to the City shall cease and this Agreement shall thereupon terminate; provided, however, that all rents and charges theretofore accrued shall remain due and payable by the Operator forthwith.

### Article XVI.

*Indemnification.*

The Operator shall assume all risks incident to or in connection with his business to be conducted hereunder and shall be solely responsible for all accidents or injuries of whatsoever kind or nature as may be sustained by any persons or property and the Operator shall indemnify, defend and save harmless the City, its officers, agents and employees from any and all claims, suits, losses or damages arising from said accidents or injuries of whatsoever kind or nature, arising directly or indirectly out of the operation of said business, or resulting from the carelessness, negligence or improper conduct of the City, Operator or any of their officers, agents or employees. Said Operator shall also indemnify, defend and save harmless the City, its officers, agents and employees from penalties for violation of any law, statute, ordinance or regulation affecting its operations.

### Article XVII.

*Operator's Performance Bond.*

The Operator shall deliver to the City at the time of or prior to the execution of this Agreement an approved Government Bond payable to bearer or the City of Chicago or, in lieu thereof, a Performance Bond approved by the City Comptroller and the Corporation Counsel in the amount of $1,000.00. Said bond shall be conditioned upon the full and faithful performance by the Operator of each and every covenant, promise, term, condition, undertaking and agreement set forth in this Agreement.

### Article XVIII.

*Parking fees and charges.*

The Operator hereby agrees to charge for parking vehicles on the premises and facility first hereinabove described the following fees, rates and charges, during the term of this Agreement:

A. *Transient.*

| | |
|---|---|
| First twenty minutes | $0.05 |
| Second twenty minutes | 0.05 |
| Third twenty minutes | 0.05 |
| Second hour | 0.10 |
| Each hour thereafter | 0.15 |

B. *Monthly.*

| | |
|---|---|
| For each one-month period | $10.00 |

C. It is understood and agreed that parking fees, rates and charges may be changed by the Commissioner when authorized and directed to do so by the City Council of the City of Chicago and the Operator agrees to make such changes when directed to do so by the Commissioner. Fees, rates and charges shall be put into effect within forty-eight (48) hours after written notification thereof has been given to the Operator by the Commissioner and shall remain in effect until changed by the Commissioner as herein provided.

### Article XIX.

*License fees, taxes and charges; budget; and compensation.*

A. *License fees, taxes and charges.*

The Operator shall advance all license fees, taxes and charges assessed under local ordinances and State and Federal statutes to the extent that they are applicable to the operation of the Facility. The Operator shall also secure armored car service for the daily collection of revenue from the Facility and advance payment for such services, the selection of the armored car service to be approved in writing by the Commissioner prior to the use thereof by the Operator.

B. *Budget.*

All expenses incurred or to be incurred by the Operator in anticipation of the advancement of funds under this Agreement shall be set forth in a budget for approval by the Commissioner on a form prescribed by the Commissioner, which shall include, but shall not be limited to, license fees, taxes, charges, employee payrolls and like expenses. The budget herein provided for shall be submitted no later than thirty (30) days following the execution of this Agreement and shall be supplemented from time to time so as to reflect such changes or additions as may become necessary or as requested by the Commissioner. The Operator shall submit such detailed supporting data as the Commissioner may request. Each expense item for which reimbursement is being claimed shall be designated as a reimbursable item on said budget. No expense item shall be reimbursed to the Operator unless approved by the Commissioner and the Independent Engineer.

C. *Compensation to Operator*

For full and faithful performance of the provisions contained in this Agreement the Operator of Facility No. 58 shall be paid for the period of this Agreement 10.0% of all gross revenue collected.

D. *Settlement and reimbursement.*

The Operator's total fee and expense reimbursement shall be computed, finalized and settled for the entire period of this Agreement, specifically on the basis of actual results of the operation of the facility for the period covered by this Agreement, as determined by an examination of the books and records of the Operator by the City after the termination of said period; provided, however, that the City shall make monthly payments of fees and reimbursable expenses, with quarterly adjustments, which shall substantially cover the Operator's earned fees and actual reimbursable expenses for each month under the following procedure:

(1) It is estimated that the Operator's yearly management fee for Facility No. 58 will be approximately $720.00 and that the Operator's annual reimbursable expense will be approximately $6,360.00 making the total annual payment to the Operator to be approximately $7,080.00. The Operator shall receive a monthly reimbursement of one-twelfth of the total approximate yearly payment, or $590.00 on the tenth day of the following month for the first eleven months of the Agreement. The final settlement payment shall constitute the twelfth payment.

(2) At the end of the first three quarters of the period of this Agreement, the Operator shall submit to the City quarterly expense statements reflecting actual expenses incurred within each said quarter by the Operator for said facility. At the end of each quarter the Commissioner shall review actual management fees earned and expenses incurred and if, in his sole judgment, the estimated monthly reimbursement does not correctly reflect actual operations, he may appropriately adjust the monthly reimbursement to reflect actual operating conditions.

(3) At the end of the fourth quarter of the period of this Agreement, the Operator shall submit to the City the fourth quarterly reimbursable expense statement reflecting actual expenses incurred within said quarter. This quarterly statement, when combined with the three previously submitted quarterly statements, shall be used as the basis for computing the final settlement, subject to the aforementioned audit. Such audit shall be completed within 90 days after the expiration of this Agreement and final settlement shall be made within 120 days after the expiration of this Agreement.

In the event that parking rates for Facility No. 58 are increased and are to take effect at any time during the period of this Agreement, this Article XIX shall be subject to review, adjustment and renegotiation by and between the City and the Operator with respect to compensation, and supplemental agreement by and between said parties shall be drawn for the approval of the City Council and execution by the parties.

### Article XX.

*Collection of fees and charges.*

All parking fees and charges made and collected by the Operator and his employees under the terms of this Agreement shall be deposited daily with the armored car service referred to in Article XIX. B. hereof and said armored car service shall deposit said fees and charges for credit to such appropriate revenue account as shall be designated by the Commissioner, said procedure set forth in further detail in the Rules and Regulations promulgated by the Bureau of Parking. All such parking fees and charges shall be made pursuant to parking tickets supplied by the City, which shall be time stamped by the Operator and his employees in accordance with the Rules and Regulations hereinabove referred to, with the exception of monthly charges, otherwise provided for therein.

### Article XXI.

*Operator's records.*

The Operator shall keep accurate records, books and accounts in conformity with a system approved by the Commissioner and agrees to permit authorized personnel of the City to examine said records, books and accounts at any reasonable time as a matter of right.

### Article XXII.

*Vacation and abandonment of premises.*

A. If the Operator shall vacate, desert or abandon the premises and facility, or shall permit the same to remain vacated, deserted or abandoned for a period of ten (10) days, or if the Operator shall breach any covenant, promise or condition set forth in this Agreement, or if the Operator shall default in the payment of any rent or charges payable by him under this Agreement, or if the Operator shall sell, assign or mortgage this Agreement or any provision hereof, or if the Operator shall be in default with respect to his performance of any covenants, promises or conditions contained in this Agreement, or if the Operator shall fail to comply with any of the statutes, ordinances, rules, orders, regulations or requirements of the Federal, State and City government, or any and all of their departments and bureaus applicable or pertinent to said premises and facility, or in the event of the death or incapacity of the Operator, then the Operator's right to possession of the premises and facility thereupon shall cease and terminate, with or without any notice or demand whatsoever if the City so elects, but not otherwise. In such event or events hereinabove set forth, whether this Agreement shall be terminated or not, the Operator agrees to surrender to the City possession of the premises and facility immediately without notice to quit or demand for possession of the premises and facility whatsoever, and the Operator hereby grants to the City full and free license to enter into and upon said premises and facility, or any part thereof, to take possession thereof and expel and remove the Operator or any other person who may be occupying the premises and facility or any part thereof, without resort to courts for an order sanctioning such action, and the City may use force in expelling and removing the Operator and such other person as may be reasonably necessary to accomplish said purpose. It is agreed by the Operator that said entry of the premises and facility by the City shall not constitute a trespass or forcible entry or detainer, nor shall it cause forfeiture of charges due by virtue of the provisions of this Agreement, nor a waiver of any covenant, agreement or promise in this Agreement to be performed by the Operator.

B. The Operator hereby waives all notice of any election made by the City under this Agreement, demand for revenues or other charges reserved under this Agreement, notice to quit, demand for possession, and any and all notices and demands whatsoever, of every kind and nature, which may or shall be required by any statute of this State relating to forcible entry and detainer, or to landlord and tenant, or any other statute, or under the common law, during the term of this Agreement. The acceptance of any rents or charges reserved by the City under this Agreement, whether in a single instance or repeatedly, after they shall fall due, or after knowledge of any breach hereof by the Operator, or giving or making of any notice or demand, whether according to any statutory provisions or not, or any act or series of acts, except an express written waiver, shall not be construed as a waiver of the City's right to act without notice or demand or any other right hereby given the City, or as an election not to proceed under the provisions of this Agreement.

D. If the Operator shall file a petition in bankruptcy or shall be involuntarily placed in bankruptcy, or shall be adjudicated a bankrupt, or shall make an assignment for the benefit of creditors, or shall take advantage of any provisions in any statute or ordinance for the advantage of insolvent persons, the City may elect to terminate this Agreement and the term hereof and take immediate possession of the premises facility and appurtenances without notice.

E. In the event the City elects to terminate this Agreement because of a violation of any provisions of this Article, upon such termination the Operator shall compensate the City for any loss in revenue as may be sustained by reason of such termination and provision for such compensation shall be made a condition of the Performance Bond referred to in Article XVII of this Agreement.

F. It is further agreed by and between the parties that the rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

### Article XXIII.

*Costs, expenses and attorney's fees.*

The Operator agrees to pay and discharge all costs, expenses and attorney's fees which shall be incurred and expended by the City in enforcing the covenants, promises and conditions of this Agreement, whether by the institution of litigation or in taking of advice of counsel, or otherwise.

### Article XXIV.

*Notices.*

Notices to the City provided under this Agreement may be sent by registered mail, postage prepaid, addressed to the Commissioner of Streets and Sanitation, Room 707, City Hall, Chicago, Illinois 60602, and notices to the Operator provided for in this Agreement may be sent by registered mail, postage prepaid, addressed to the Operator at: G. and J. Parking, 9443 South Eberhart Avenue, Chicago, Illinois 60619, or in either case to such other respective parties and addresses as the parties hereto may designate in writing from time to time. Such notices shall be deemed to have been given when deposited in any United States Post Office.

### Article XXV.

*Construction of Agreement.*

It is agreed by and between the parties hereto that all general provisions, terms, phrases, and expressions shall be subject to rules of construction as will fully implement the true intent and meaning of the parties to this Agreement, including, but not limited to, the following:

A. Words importing the singular number may extend and be applied to several persons or things, and words importing the plural number may include the singular.

B. Words importing the masculine gender may be applied to the feminine gender and to impersonal legal entities.

C. The word "month" means a calendar month, and the word "year" means a calendar year, unless otherwise expressed.

### Article XXVI.

*City Council approval.*

This Agreement was authorized by the City Council of the City of Chicago, on the ............day of ........................ A.D. 19...... Council Journal page.......

In Witness Whereof, the parties hereto have caused this Agreement to be executed under their respective seals on the day and year first above written.

City of Chicago, a municipal corporation.
By: ..........................................
Commissioner of Streets and Sanitation
By: ..........................................
City Comptroller
Operator:
By: ..........................................
Title
By: ..........................................
Attest Title
(Corporate seal)
Approved:
..........................................
Independent Engineer

Approved as to form and legality, except as to property description and execution:

..............................................
Assistant Corporation Counsel

ACKNOWLEDGMENT BY PRINCIPAL IF AN INDIVIDUAL

State of Illinois }
}ss
County of Cook }

I, .........................................., a Notary Public in and for the County and State aforesaid, Do Hereby Certify that ...................................................... who is personally known to me to be the same person whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial seal, this ............... day of ...................................... A.D. 1969.

..............................................
Notary Public

My Commission Expires..........

SECTION 2. This ordinance shall be effective from and after the date of its passage.

### Execution of Parking Facility Operator's Lease Agreement Authorized for Parking Facility No. 59.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on December 30, 1969, page 7348, recommending that the City Council pass a proposed ordinance transmitted with the committee's report [Proposed ordinance printed in Committee Pamphlet No. 19], to authorize execution of Parking Facility Operator's Lease Agreement for Parking Facility No. 59 for Year 1970.

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Singer, Fifielski, Kerwin, Wigoda, Sperling—39.

*Nays*—Aldermen Despres, Simon, Scholl, McCutcheon, Hoellen, O'Rourke—6.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Streets and Sanitation is hereby authorized and directed to execute on behalf of the City of Chicago, the City Comptroller to countersign, and the City Clerk to attest, upon approval of the Corporation Counsel as to form and legality, a Parking Facility Operator's Agreement between the City of Chicago and Safeway Parking Company for Chicago Parking Facility No. 59 at No. 7150 W. Medill Avenue. Said agreement is attached to this ordinance and made a part hereof, the same as if incorporated herein.

CITY OF CHICAGO
PARKING FACILITY
OPERATOR'S AGREEMENT

This Agreement, made this ........................ day of ........................., A.D. 19...., between the City of Chicago, a municipal corporation of the State of Illinois (sometimes hereinafter referred to as "City"), and Ralph E. Albrecht d/b/a, Safeway Parking Company (sometimes hereinafter referred to as "Operator").

This Agreement Witnesseth:

That for and inconsideration of the mutual promises, covenants, terms and conditions, both general and special, as hereinafter set forth, the City hereby grants to the Operator the privileges hereinafter described and the Operator agrees to assume the duties, responsibilities, and obligations as hereinafter set forth, with respect to the premises and parking facility described as follows:

7150 West Medill Avenue, Chicago, Illinois, known as City of Chicago Parking Facility No. 59.

This City of Chicago Parking Facility Operator's Agreement constitutes the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences shall be implied or impressed upon such Agreement that are not herein set forth.

The term of this Agreement shall be for the period of one (1) year beginning on the 1st day of January, 1970, and ending on the 31st day of December, 1970, unless said terms shall be sooner terminated as hereinafter provided.

Article I.

*Definition of terms.*

A. "Bureau of Parking" means that agency of the City of Chicago, having management and control of the establishment, operation and maintenance of parking facilities.

B. "Commissioner" means the Commissioner of Streets and Sanitation of the City of Chicago, or any other official designated by the City Council to have administrative supervision over the Bureau of Parking.

C. "Operator" means any natural person, partnership, corporation, company or other legal entity who or which owns, controls, manages and directs the business of parking motor vehicles on public off-street parking lots, or in public off-street parking garages, or in other public off-street parking facilities.

Article II.

*Assignment or transfer.*

The Operator shall not assign or transfer this Agreement nor any of the rights or privileges granted hereby, nor enter into any contract requiring or permitting the doing of any act hereunder by an independent contractor, unless otherwise expressly provided herein, without prior written approval signed by the Commissioner. If the Operator is a partnership or corporation or legal entity other than a natural person, and control of said entity changes at any time during the term hereof, the City may, at its option, deem and declare such change as a breach of this Agreement and take immediate possession of said premises and facility first hereinabove described. It is understood and agreed by and between the City and the Operator that nothing contained in this Agreement is intended or shall be construed as in any way creating or establishing the relationship of co-partners or joint venturers between the parties hereto.

### Article III.

*Present condition of premises.*

The Operator has examined the premises, facilities and appurtenances first hereinabove described, prior to and as a condition precedent to his acceptance and the execution of this Agreement, and is satisfied with the physical condition of said premises, and his taking possession shall constitute conclusive evidence of his receipt thereof in safe and sanitary condition, and in good order and repair, unless otherwise specified herein. The Operator agrees and admits that no representations as to condition or repair have been made by the City or its officers, employees or agents, which are not herein expressed or endorsed hereon, and that no promises to decorate, alter, repair or improve said premises, before, at or after the execution of this Agreement by the parties, not expressly contained herein, have been made by the City or its officers, employees or agents.

### Article IV.

*Future condition of premises.*

The Operator shall keep the premises, facility and appurtenances first hereinabove described in a safe, sanitary and sightly condition, and in good repair, and shall yield the same back to the City upon the termination of this Agreement in such condition and repair, ordinary wear and tear excepted. If said premises and facility shall not be so kept by the Operator, the City may enter the premises (without such entry constituting a termination of the privileges herein granted or an interference with the possession of or construction or other eviction from said premises and facility) and do all things necessary to restore said premises and facility to the condition herein required.

### Article V.

*Signs and advertising.*

The Operator shall not permit or place, post or cause to be placed or posted any sign, billboard, poster, advertising material or similar devices in view of the general public on, in or about the premises and facility without prior written approval signed by the Commissioner. Any such sign, billboard, poster, advertising material or similar devices not authorized by him may be removed by the City and all cost and expense resulting therefrom shall be charged to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses in addition to the rent and charges otherwise reserved in this Agreement. The City hereby reserves the right to erect and maintain such signs or billboards on the premises and facility, from time to time, as the Commissioner may deem advisable.

### Article VI.

*Alterations and additions.*

The Operator shall make no alterations or additions to the premises and facility first hereinabove described without the prior consent of the City as evidenced by approval in writing signed by the Commissioner. All alterations and additions shall remain as part of said premises and facility unless the City shall otherwise elect, as evidenced by prior approval in writing signed by the Commissioner. Said alterations and additions shall include, but are not limited to, locks, bolts and all fixtures.

### Article VII.

*Maintenance by Operator.*

The Operator agrees to maintain the premises and facility, advancing funds therefor, reimbursement being subject to all provisions of this Agreement, from day to day in good condition and repair and agrees to do all things necessary toward that end, particularly, but not limited to, the following:

A. Maintain all wheel stops and blocks.
B. Maintain and care for all planting.
C. Maintain all washrooms, toilets and rest rooms according to acceptable health standards.
D. Maintain the premises and facility in a clean, presentable condition, prevent accumulations of dirt, paper or trash of any kind upon the premises and facility.
E. Remove snow, ice and other obstructions from adjacent driveways and sidewalks. Said snow, ice and like debris to be removed shall not be placed upon the public ways or any portion thereof.
F. Make minor necessary repairs to plumbing, lighting and heating equipment. It is agreed by and between the parties that the Commissioner in his sole judgment shall determine whether a repair is minor or otherwise.
G. Advance payment for all utility services, including gas, heat, water and electricity, reimbursement being subject to all provisions of this Agreement.

Should the Operator fail to comply with any of the obligations listed above, the City may, after five (5) days notice to comply, in the event of non-compliance, enter upon said premises and take all steps necessary to insure compliance with the above obligations, in addition to other remedies set forth herein, charging the cost and expense of such entry and procedure to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses.

### Article VIII.

*Maintenance by City.*

The City agrees to maintain and pay for the following items of maintenance and equipment:

A. Maintain said facility in structural repair.
B. Make necessary major repairs to plumbing, lighting and heating.
C. Remove snow and ice, except from sidewalks and driveways.
D. Supply and maintain cash register.
E. Supply all parking tickets and other forms.
F. Supply and maintain pavement markings.
G. Supply electric light bulbs and replace said bulbs and fuses when necessary.
H. Maintain and replace all gates and barricades.
I. Maintain and keep in good working order the hoists, hoist equipment, lifts and elevators.
J. Maintain and keep in good working order all neon directional, informational, and advertising signs located in the interior or on the exterior of the facility.

### Article IX.

*Compliance with law; Liens.*

The Operator agrees to operate such facility as first hereinabove described in compliance at all times with this Agreement and all laws, statutes, ordinances and rules and regulations which are now in effect or which may be hereafter adopted, particularly, but not limited to, all rules and regulations of the Bureau of Parking, Department of Streets and Sanitation. The Operator agrees to keep premises, facility and appurtenances first hereinabove described free and clear of any and all liens in any way arising out of the Operator's use and maintenance thereof.

### Article X.

*Operation of facility.*

The Operator agrees to operate the facility subject to all provisions of this Agreement for the convenience of the public during the terms hereof and shall use and occupy the above premises solely for off-street parking of motor vehicles. The Operator shall use his best efforts to secure, maintain and develop the parking business conducted by him under the terms of this Agreement and to increase the same whenever and wherever possible, and shall refrain from and prevent the diversion of any such parking business from the facility whenever possible.

### Article XI.

*Hours of operation.*

The Operator agrees to operate the facility twenty-four (24) hours a day, seven (7) days a week, holidays included. The actual hours of operation will be determined by the Commissioner and may be changed from time to time at his sole discretion. Such change shall take effect within forty-eight (48) hours, Sundays and holidays excluded, after written notice thereof is received by the operator.

### Article XII.

*Vehicle parking.*

At no time shall the Operator remove or permit or cause to be removed from the premises and facility any vehicle placed thereon for parking purposes without the express consent of the owner or operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator enter or drive, or permit or cause to be entered or driven, any vehicle which has been placed upon the premises for the purpose of self-parking, without the express consent of the owner or operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator accept or cause to be accepted for parking any commercial vehicles, except with the prior written approval signed by the Commissioner. At no time shall the Operator permit or cause to be permitted the parking of any vehicle whatsoever on or in the premises and facility free of charge.

### Article XIII.

*Operator's employees.*

A. The Operator hereby agrees to select, employ and pay such personnel as may be required in the operation of the facility first hereinabove mentioned, unless otherwise specifically provided for in this Agreement. The Operator agrees further that in performing the covenants, promises and conditions under this Agreement, he shall not discriminate against any worker, employee or applicant, nor against any member of the public, on account of race, creed, color or national origin, nor otherwise commit an unfair employment practice.

B. The Operator agrees further to do or cause to be done the following:

1. To supervise, direct and manage the activities of his employees in such manner as to provide prompt, safe, efficient and courteous services as will be adequate to meet all reasonable demands for parking services on the premises and facility, and to provide a sufficient number of said employees as to enable such services to be provided at all times of the operation of said facility.
2. To cause and require all employees serving as attendants on the premises and facility to wear uniforms, caps and badges to be supplied by and at the expense of the Operator and to require said employees at all times to present a neat and clean appearance. The color and design of said uniforms, caps and badges shall be first approved in writing signed by the Commissioner.

### Article XIV.

*Insurance.*

A. The City, at the time or prior to the execution of this Agreement, agrees to furnish all the insurance required under this Agreement and this Article, to be paid from the revenues resulting from the operation of the facility first hereinabove described. All policies of insurance shall name the beneficiary as indicated below and shall be delivered to and held by the City Comptroller. Said insurance shall be placed only with such insurance companies as are approved from time to time by the City Comptroller.

B. Each such insurance policy as set forth in this Article shall contain a provision to the effect that said insurance cannot be cancelled unless the City Comptroller has been notified not less than thirty (30) days prior to the intended cancellation date.

C. In the event that any additional premiums or audits shall be required, the same shall be paid by the City of Chicago from the revenues resulting from the operation of said facility; any return premiums or audits shall be paid to the City of Chicago, for deposit into an appropriate revenue fund.

D. The insurance to be provided as set forth in this Article shall include the following coverages to be maintained during the life of this Agreement:

1. Workmen's Compensation and Occupational Disease Insurance in the names of the City and Operator as insured parties, covering all employees engaged in any work pursuant to this Agreement; liability coverage to be not less than $100,000.00.

2. Fire, Extended Coverage, Vandalism and Malicious Mischief, in the name of the City as the insured party, with not less than eighty (80) per cent co-insurance on all buildings included in said facility; liability coverage to be not less than $2,500.00.

3. Not applicable to this contract.

4. Not applicable to this contract.

5. Garage Keeper's Legal Liability, Fire and Explosion, Theft of Automobile, and Combined Coverage, in the names of the City and Operator as insured parties, to include riot, civil commotion, vandalism and malicious mischief with a $25.00 deductible provision, and a $100.00 deductible provision for collision and upset.

6. Plate glass coverage, in the names of the City and Operator as insured parties, fully covering all plate glass of the facility.

7. Commercial Blanket Fidelity Bond, in the name of the Operator as the insured party, covering all employees; liability coverage to be not less than $25,000.00.

8. Not applicable to this contract.

9. Comprehensive Public Liability and Property Damage Insurance, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries from any one accident; and $50,000.00 for property damage resulting from any one accident.

10. Owner's or Landlord's Protective Policy, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries resulting from any one accident; and $50,000.00 for property damage resulting from any one accident.

11. Not applicable to this contract.

### Article XV.

*Destruction of facilities.*

A. In the event the premises and facility or a part thereof shall become damaged or destroyed by fire, explosion, or other casualty, and if the Commissioner determines in his sole judgment that said damages can be repaired within a reasonable time, upon notification thereof, the Operator agrees to submit plans and specifications for approval by the Commissioner, which are necessary to restore the premises and facility to the condition which existed prior to said damage, and agrees to make all repairs according to said plans and specifications after approval by the Commissioner. Failure of the Operator to submit said plans and specifications to the Commissioner within ten (10) days after the casualty above described, or failure to commence said restoration work within five (5) days after the Operator has received the plans and specifications as approved by the Commissioner, or failure to complete such restoration work within a reasonable time, will constitute an abandonment by the Operator.

B. The cost of such repairs and restoration described in this Article shall be paid from the funds received by the City and Operator under insurance policies to the extent said costs are thereunder covered. Should any balance of costs remain which are not covered by said insurance policies, fifty (50) percent of said balance shall be paid by the City and fifty (50) percent shall be paid by the Operator.

C. Notwithstanding the foregoing provisions, in the event of a casualty described in Paragraph A of this Article, the Commissioner may elect, in his sole judgment, to consider said premises and facility beyond repair and refuse to permit the repair, reconstruction or restoration of said premises and facility, and upon written notice of said election from the Commissioner to the Operator within thirty (30) days from the date of said casualty, the obligation of the operator to pay such rent and charges as are hereinafter reserved to the City shall cease and this Agreement shall thereupon terminate; provided, however, that all rents and charges theretofore accrued shall remain due and payable by the Operator forthwith.

### Article XVI.

*Indemnification.*

The Operator shall assume all risks incident to or in connection with his business to be conducted hereunder and shall be solely responsible for all accidents or injuries of whatsoever kind or nature as may be sustained by any persons or property and the Operator shall indemnify, defend and save harmless the City, its officers, agents and employees from any and all claims, suits, losses or damages arising from said accidents or injuries of whatsoever kind or nature, arising directly or indirectly out of the operation of said business, or resulting from the carelessness, negligence or improper conduct of the City, Operator or any of their officers, agents or employees. Said Operator shall also indemnify, defend and save harmless the City, its officers, agents and employees from any penalties for violation of any law, statute, ordinance or regulation affecting its operations.

### Article XVII.

*Operator's Performance Bond.*

The Operator shall deliver to the City at the time of or prior to the execution of this Agreement an approved Government Bond payable to bearer or the City of Chicago or, in lieu thereof, a Performance Bond approved by the City Comptroller and the Corporation Counsel in the amount of $500.00. Said bond shall be conditioned upon the full and faithful performance by the Operator of each and every covenant, promise, term, condition, undertaking and agreement set forth in this Agreement.

### Article XVIII.

*Parking Fees and charges.*

The Operator hereby agrees to charge for parking vehicles on the premises and facility first hereinabove described the following fees, rates and charges, during the term of this Agreement:

A. *Transient.*

| | |
|---|---|
| First half hour | $0.10 |
| Second half hour | 0.10 |
| Each hour thereafter | 0.10 |

B. *Monthly.*

| | |
|---|---|
| For each one-month period | $ 10.00 |
| Special space rental, per month | 400.00 |

C. It is understood and agreed that parking fees, rates and charges may be changed by the Commissioner when authorized and directed to do so by the City Council of the City of Chicago and the Operator agrees to make such changes when directed to do so by the Commissioner. Fees, rates and charges shall be put into effect within forty-eight (48) hours after written notification thereof has been given to the Operator by the Commissioner and shall remain in effect until changed by the Commissioner as herein provided.

### Article XIX.

*License fees, taxes and charges; budget; and compensation.*

A. *License fees, taxes and charges.*

The Operator shall advance all license fees, taxes and charges assessed under local ordinances and State and Federal statutes to the extent that they are applicable to the operation of the Facility. The Operator shall also secure armored car service for the daily collection of revenue from the Facility and advance payment for such services, the selection of the armored car service to be approved in writing by the Commissioner prior to the use thereof by the Operator.

B. *Budget.*

All expenses incurred or to be incurred by the Operator in anticipation of the advancement of funds under this Agreement shall be set forth in a budget for approval by the Commissioner on a form prescribed by the Commissioner, which shall include, but shall not be limited to, license fees, taxes, charges, employee payrolls and like expenses. The budget herein provided for shall be submitted no later than thirty (30) days following the execution of this Agreement and shall be supplemented from time to time so as to reflect such changes or additions as may become necessary or as requested by the Commissioner. The Operator shall submit such detailed supporting data as the Commissioner may request. Each expense item for which reimbursement is being claimed shall be designated as a reimbursable item on said budget. No expense item shall be reimbursed to the Operator unless approved by the Commissioner and the Independent Engineer.

C. *Compensation to Operator.*

For full and faithful performance of the provisions contained in this Agreement the Operator of Facility No. 59 shall be paid for the period of this Agreement 10.0% of all gross revenue collected.

D. *Settlement and reimbursement.*

The Operator's total fee and expense reimbursement shall be computed, finalized and settled for the entire period of this Agreement, specifically on the basis of actual results of the operation of the facility for the period covered by this Agreement, as determined by an examination of the books and records of the Operator by the City after the termination of said period; provided, however, that the City shall make monthly payments of fees and reimbursable expenses, with quarterly adjustments, which shall substantially cover the Operator's earned fees and actual reimbursable expenses for each month under the following procedure:

(1) It is estimated that the Operator's yearly management fee for Facility No. 59 will be approximately $680.00 and that the Operator's annual reimbursable expense will be approximately $7,480.00 making the total annual payment to the operator to be approximately $8,160.00. The Operator shall receive a monthly reimbursement of one-twelfth of the total approximate yearly payment, or $680.00 on the tenth day of the following month for the first eleven months of the Agreement. The final settlement payment shall constitute the twelfth payment.

(2) At the end of the first three quarters of the period of this Agreement, the Operator shall submit to the City quarterly expense statements reflecting actual expenses incurred within each said quarter by the Operator for said facility. At the end of each quarter the Commissioner shall review actual management fees earned and expenses incurred and if, in his sole judgment, the estimated monthly reimbursement does not correctly reflect actual operations, he may appropriately adjust the monthly reimbursement to reflect actual operating conditions.

(3) At the end of the fourth quarter of the period of this Agreement, the Operator shall submit to the City the fourth quarterly reimbursable expense statement reflecting actual expenses incurred within said quarter. This quarterly statement, when combined with the three previously submitted quarterly statements, shall be used as the basis for computing the final settlement, subject to the aforementioned audit. Such audit shall be completed within 90 days after the expiration of this Agreement and final settlement shall be made within 120 days after the expiration of this Agreement.

In the event that parking rates for Facility No. 59 are increased and are to take effect at any time during the period of this Agreement, this Article XIX shall be subject to review, adjustment and renegotiation by and between the City and the Operator with respect to compensation, and supplemental agreement by and between said parties shall be drawn for the approval of the City Council and execution by the parties.

## Article XX.

*Collection of fees and charges.*

All parking fees and charges made and collected by the Operator and his employees under the terms of this Agreement shall be deposited daily with the armored car service referred to in Article XIX. B. hereof and said armored car service shall deposit said fees and charges for credit to such appropriate revenue account as shall be designated by the Commissioner, said procedure set forth in further detail in the Rules and Regulations promulgated by the Bureau of Parking. All such parking fees and charges shall be made pursuant to parking tickets supplied by the City, which shall be time stamped by the Operator and his employees in accordance with the Rules and Regulations hereinabove referred to, with the exception of monthly charges, otherwise provided for therein.

## Article XXI.

*Operator's records.*

The Operator shall keep accurate records, books and accounts in conformity with a system approved by the Commissioner and agrees to permit authorized personnel of the City to examine said records, books and accounts at any reasonable time as a matter of right.

## Article XXII.

*Vacation and abandonment of premises.*

A. If the Operator shall vacate, desert or abandon the premises and facility, or shall permit the same to remain vacated, deserted or abandoned for a period of ten (10) days, or if the Operator shall breach any covenant, promise or condition set forth in this Agreement, or if the Operator shall default in the payment of any rent or charges payable by him under this Agreement, or if the Operator shall sell, assign or mortgage this Agreement or any provision hereof, or if the Operator shall be in default with respect to his performance of any covenants, promises or conditions contained in this Agreement, or if the Operator shall fail to comply with any of the statutes, ordinances, rules, orders, regulations or requirements of the Federal, State and City government, or any and all of their departments and bureaus applicable or pertinent to said premises and facility, or in the event of the death or incapacity of the Operator, then the Operator's right to possession of the premises and facility thereupon shall cease and terminate, with or without any notice or demand whatsoever if the City so elects, but not otherwise. In such event or events hereinabove set forth, whether this Agreement shall be terminated or not, the Operator agrees to surrender to the City possession of the premises and facility immediately without notice to quit or demand for possession of the premises and facility whatsoever, and the Operator hereby grants to the City full and free license to enter into and upon said premises and facility, or any part thereof, to take possession thereof and expel and remove the Operator or any other person who may be occupying the premises and facility or any part thereof, without resort to courts for an order sanctioning such action, and the City may use force in expelling and removing the Operator and such other person as may be reasonably necessary to accomplish said purpose. It is agreed by the Operator that said entry of the premises and facility by the City shall not constitute a trespass or forcible entry or detainer, nor shall it cause forfeiture of charges due by virtue of the provisions of this Agreement, nor a waiver of any covenant, agreement or promise in this Agreement to be performed by the Operator.

B. The Operator hereby waives all notice of any election made by the City under this Agreement, demand for revenues or other charges reserved under this Agreement, notice to quit, demand for possession, and any and all notices and demands whatsoever, of every kind and nature, which may or shall be required by any statute of this State relating to forcible entry and detainer, or to landlord and tenant, or any other statute, or under the common law, during the term of this Agreement. The acceptance of any rents or charges reserved by the City under this Agreement, whether in a single instance or repeatedly, after they shall fall due, or after knowledge of any breach hereof by the Operator, or giving or making of any notice or demand, whether according to any statutory provisions or not, or any act or series of acts, except an express written waiver, shall not be construed as a waiver of the City's right to act without notice or demand or any other right hereby given the City, or as an election not to proceed under the provisions of this Agreement.

D. If the Operator shall file a petition in bankruptcy or shall be involuntarily placed in bankruptcy, or shall be adjudicated a bankrupt, or shall make an assignment for the benefit of creditors, or shall take advantage of any provisions in any statute or ordinance for the advantage of insolvent persons, the City may elect to terminate this Agreement and the term hereof and take immediate possession of the premises facility and appurtenances without notice.

E. In the event the City elects to terminate this Agreement because of a violation of any provisions of this Article, upon such termination the Operator shall compensate the City for any loss in revenue as may be sustained by reason of such termination and provision for such compensation shall be made a condition of the Performance Bond referred to in Article XVII of this Agreement.

F. It is further agreed by and between the parties that the rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

### Article XXIII.

*Costs, expenses and attorney's fees.*

The Operator agrees to pay and discharge all costs, expenses and attorney's fees which shall be incurred and expended by the City in enforcing the covenants, promises and conditions of this Agreement, whether by the institution of litigation or in taking of advice of counsel, or otherwise.

### Article XXIV.

*Notices.*

Notices to the City provided under this Agreement may be sent by registered mail, postage prepaid, addressed to the Commissioner of Streets and Sanitation, Room 707, City Hall, Chicago, Illinois, 60602, and notices to the Operator provided for in this Agreement may be sent by registered mail, postage prepaid, addressed to the Operator at: Safeway Parking Company, 4014 North Laporte Avenue, Chicago, Illinois 60641, or in either case to such other respective parties and addresses as the parties hereto may designate in writing from time to time. Such notices shall be deemed to have been given when deposited in any United States Post Office.

### Article XXV.

*Construction of Agreement.*

It is agreed by and between the parties hereto that all general provisions, terms, phrases, and expressions shall be subject to rules of construction as will fully implement the true intent and meaning of the parties to this Agreement, including, but not limited to, the following:

A. Words importing the singular number may extend and be applied to several persons or things, and words importing the plural number may include the singular.

B. Words importing the masculine gender may be applied to the feminine gender and to impersonal legal entities.

C. The word "month" means a calendar month, and the word "year" means a calendar year, unless otherwise expressed.

### Article XXVI.

*City Council approval.*

This Agreement was authorized by the City Council of the City of Chicago, on the ............day of ........................ A.D. 19...... Council Journal page.......

In Witness Whereof, the parties hereto have caused this Agreement to be executed under their respective seals on the day and year first above written.

City of Chicago, a municipal corporation.
By: . .......................................
Commissioner of Streets and Sanitation

By: ..........................................
City Comptroller

Operator:

By: ..........................................
Title

By: ..........................................
Attest Title
(Corporate seal)

Approved:

...............................................
Independent Engineer

Approved as to form and legality, except as to property description and execution:

...............................................
Assistant Corporation Counsel

ACKNOWLEDGMENT BY PRINCIPAL IF AN INDIVIDUAL

State of Illinois }
}ss
County of Cook }

I, .........................................., a Notary Public in and for the County and State aforesaid, Do Hereby Certify that .................................................. who is personally known to me to be the same person whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial seal, this ............... day of ..................................... A.D. 1969.

.............................................
Notary Public
My Commission Expires..........

SECTION 2. This ordinance shall be effective from and after the date of its passage.

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### Execution of Parking Facility Operator's Lease Agreement Authorized for Parking Facility No. 60.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on December 30, 1969, page 7348, recommending that the City Council pass a proposed ordinance transmitted with the committee's report [Proposed ordinance printed in Committee Pamphlet No. 19], to authorize execution of Parking Facility Operator's Lease Agreement for Parking Facility No. 60 for Year 1970.

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Singer, Fifielski, Kerwin, Wigoda, Sperling—39.

*Nays*—Aldermen Despres, Simon, Scholl, McCutcheon, Hoellen, O'Rourke—6.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said ordinance as passed:

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Commissioner of Streets and Sanitation is hereby authorized and directed to execute on behalf of the City of Chicago, the City Comptroller to countersign, and the City Clerk to attest, upon approval of the Corporation Counsel as to form and legality, a Parking Facility Operator's Agreement between the City of Chicago and Safeway Parking Company for Chicago Parking Facility No. 60 at No. 7165 W. Altgeld Street. Said agreement is attached to this ordinance and made a part hereof, the same as if incorporated herein.

CITY OF CHICAGO
PARKING FACILITY
OPERATOR'S AGREEMENT

This Agreement, made this ........................ day of ..........................., A.D. 19...., between the City of Chicago, a municipal corporation of the State of Illinois (sometimes hereinafter referred to as "City"), and Ralph E. Albrecht d/b/a, Safeway Parking Company (sometimes hereinafter referred to as "Operator").

This Agreement Witnesseth:

That for and inconsideration of the mutual promises, covenants, terms and conditions, both general and special, as hereinafter set forth, the City hereby grants to the Operator the privileges hereinafter described and the Operator agrees to assume the duties, responsibilities, and obligations as hereinafter set forth, with respect to the premises and parking facility described as follows:

7165 West Altgeld Street, Chicago, Illinois, known as City of Chicago Parking Facility No. 60.

This City of Chicago Parking Facility Operator's Agreement constitutes the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences shall be implied or impressed upon such Agreement that are not herein set forth.

The term of this Agreement shall be for the period of one (1) year beginning on the 1st day of January, 1970, and ending on the 31st day of December, 1970, unless said terms shall be sooner terminated as hereinafter provided.

Article I.

*Definition of terms.*

A. "Bureau of Parking" means that agency of the City of Chicago, having management and control of the establishment, operation and maintenance of parking facilities.

B. "Commissioner" means the Commissioner of Streets and Sanitation of the City of Chicago, or any other official designated by the City Council to have administrative supervision over the Bureau of Parking.

C. "Operator" means any natural person, partnership, corporation, company or other legal entity who or which owns, controls, manages and directs the business of parking motor vehicles on public off-street parking lots, or in public off-street parking garages, or in other public off-street parking facilities.

Article II.

*Assignment or transfer.*

The Operator shall not assign or transfer this Agreement nor any of the rights or privileges granted hereby, nor enter into any contract requiring or permitting the doing of any act hereunder by an independent contractor, unless otherwise expressly provided herein, without prior written approval signed by the Commissioner. If the Operator is a partnership or corporation or legal entity other than a natural person, and control of said entity changes at any time during the term hereof, the City may, at its option, deem and declare such change as a breach of this Agreement and take immediate possession of said premises and facility first hereinabove described. It is understood and agreed by and between the City and the Operator that nothing contained in this Agreement is intended or shall be construed as in any way creating or establishing the relationship of co-partners or joint venturers between the parties hereto.

Article III.

*Present condition of premises.*

The Operator has examined the premises, facilities and appurtenances first hereinabove described, prior to and as a condition precedent to his acceptance and the execution of this Agreement, and is satisfied with the physical condition of said premises, and his taking possession shall constitute conclusive evidence of his receipt thereof in safe and sanitary condition, and in good order and repair, unless otherwise specified herein. The Operator agrees and admits that no representations as to condition or repair have been made by the City or its officers, employees or agents, which are not herein expressed or endorsed hereon, and that no promises to decorate, alter, repair or improve said premises, before, at or after the execution of this Agreement by the parties, not expressly contained herein, have been made by the City or its officers, employees or agents.

### Article IV.

*Future condition of premises.*

The Operator shall keep the premises, facility and appurtenances first hereinabove described in a safe, sanitary and sightly condition, and in good repair, and shall yield the same back to the City upon the termination of this Agreement in such condition and repair, ordinary wear and tear excepted. If said premises and facility shall not be so kept by the Operator, the City may enter the premises (without such entry constituting a termination of the privileges herein granted or an interference with the possession of or construction or other eviction from said premises and facility) and do all things necessary to restore said premises and facility to the condition herein required.

### Article V.

*Signs and advertising.*

The Operator shall not permit or place, post or cause to be placed or posted any sign, billboard, poster, advertising material or similar devices in view of the general public on, in or about the premises and facility without prior written approval signed by the Commissioner. Any such sign, billboard, poster, advertising material or similar devices not authorized by him may be removed by the City and all cost and expense resulting therefrom shall be charged to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses in addition to the rent and charges otherwise reserved in this Agreement. The City hereby reserves the right to erect and maintain such signs or billboards on the premises and facility, from time to time, as the Commissioner may deem advisable.

### Article VI.

*Alterations and additions.*

The Operator shall make no alterations or additions to the premises and facility first hereinabove described without the prior consent of the City as evidenced by approval in writing signed by the Commissioner. All alterations and additions shall remain as part of said premises and facility unless the City shall otherwise elect, as evidenced by prior approval in writing signed by the Commissioner. Said alterations and additions shall include, but are not limited to, locks, bolts and all fixtures.

### Article VII.

*Maintenance by Operator.*

The Operator agrees to maintain the premises and facility, advancing funds therefor, reimbursement being subject to all provisions of this Agreement, from day to day in good condition and repair and agrees to do all things necessary toward that end, particularly, but not limited to, the following:

A. Maintain all wheel stops and blocks.

B. Maintain and care for all planting.

C. Maintain all washrooms, toilets and rest rooms according to acceptable health standards.

D. Maintain the premises and facility in a clean, presentable condition, prevent accumulations of dirt, paper or trash of any kind upon the premises and facility.

E. Remove snow, ice and other obstructions from adjacent driveways and sidewalks. Said snow, ice and like debris to be removed shall not be placed upon the public ways or any portion thereof.

F. Make minor necessary repairs to plumbing, lighting and heating equipment. It is agreed by and between the parties that the Commissioner in his sole judgment shall determine whether a repair is minor or otherwise.

G. Advance payment for all utility services, including gas, heat, water and electricity, reimbursement being subject to all provisions of this Agreement.

Should the Operator fail to comply with any of the obligations listed above, the City may, after five (5) days notice to comply, in the event of non-compliance, enter upon said premises and take all steps necessary to insure compliance with the above obligations, in addition to other remedies set forth herein, charging the cost and expense of such entry and procedure to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses.

### Article VIII.

*Maintenance by City.*

The City agrees to maintain and pay for the following items of maintenance and equipment:

A. Maintain said facility in structural repair.

B. Make necessary major repairs to plumbing, lighting and heating.

C. Remove snow and ice, except from sidewalks and driveways.

D. Supply and maintain cash register.

E. Supply all parking tickets and other forms.

F. Supply and maintain pavement markings.

G. Supply electric light bulbs and replace said bulbs and fuses when necessary.

H. Maintain and replace all gates and barricades.

I. Maintain and keep in good working order the hoists, hoist equipment, lifts and elevators.

J. Maintain and keep in good working order all neon directional, informational, and advertising signs located in the interior or on the exterior of the facility.

### Article IX.

*Compliance with law; Liens.*

The Operator agrees to operate such facility as first hereinabove described in compliance at all times with this Agreement and all laws, statutes, ordinances and rules and regulations which are now in effect or which may be hereafter adopted, particularly, but not limited to, all rules and regulations of the Bureau of Parking, Department of Streets and Sanitation. The Operator agrees to keep premises, facility and appurtenances first hereinabove described free and clear of any and all liens in any way arising out of the Operator's use and maintenance thereof.

### Article X.

*Operation of facility.*

The Operator agrees to operate the facility subject to all provisions of this Agreement for the convenience of the public during the terms hereof and shall use and occupy the above premises solely for off-street parking of motor vehicles. The Operator shall use his best efforts to secure, maintain and develop the parking business conducted by him under the terms of this Agreement and to increase the same whenever and wherever possible, and shall refrain from and prevent the diversion of any such parking business from the facility whenever possible.

### Article XI.

*Hours of operation.*

The Operator agrees to operate the facility twenty-four (24) hours a day, seven (7) days a week, holidays included. The actual hours of operation will be determined by the Commissioner and may be changed from time to time at his sole discretion. Such change shall take effect within forty-eight (48) hours, Sundays and holidays excluded, after written notice thereof is received by the Operator.

### Article XII.

*Vehicle parking.*

At no time shall the Operator remove or permit or cause to be removed from the premises and facility any vehicle placed thereon for parking purposes without the express consent of the owner or operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator enter or drive, or permit or cause to be entered or driven, any vehicle which has been placed upon the premises for the purpose of self-parking, without the express consent of the owner or operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator accept or cause to be accepted for parking any commercial vehicles, except with the prior written approval signed by the Commissioner. At no time shall the Operator permit or cause to be permitted the parking of any vehicle whatsoever on or in the premises and facility free of charge.

### Article XIII.

*Operator's employees.*

A. The Operator hereby agrees to select, employ and pay such personnel as may be required in the operation of the facility first hereinabove mentioned, unless otherwise specifically provided for in this Agreement. The Operator agrees further that in performing the covenants, promises and conditions under this Agreement, he shall not discriminate against any worker, employee or applicant, nor against any member of the public, on account of race, creed, color or national origin, nor otherwise commit an unfair employment practice.

B. The Operator agrees further to do or cause to be done the following:

1. To supervise, direct and manage the activities of his employees in such manner as to provide prompt, safe, efficient and courteous services as will be adequate to meet all reasonable demands for parking services on the premises and facility, and to provide a sufficient number of said employees as to enable such services to be provided at all times of the operation of said facility.
2. To cause and require all employees serving as attendants on the premises and facility to wear uniforms, caps and badges to be supplied by and at the expense of the Operator and to require said employees at all times to present a neat and clean appearance. The color and design of said uniforms, caps and badges shall be first approved in writing signed by the Commissioner.

### Article XIV.

*Insurance.*

A. The City, at the time or prior to the execution of this Agreement, agrees to furnish all the insurance required under this Agreement and this Article, to be paid from the revenues resulting from the operation of the facility first hereinabove described. All policies of insurance shall name the beneficiary as indicated below and shall be delivered to and held by the City Comptroller. Said insurance shall be placed only with such insurance companies as are approved from time to time by the City Comptroller.

B. Each such insurance policy as set forth in this Article shall contain a provision to the effect that said insurance cannot be cancelled unless the City Comptroller has been notified not less than thirty (30) days prior to the intended cancellation date.

C. In the event that any additional premiums or audits shall be required, the same shall be paid by the City of Chicago from the revenues resulting from the operation of said facility; any return premiums or audits shall be paid to the City of Chicago, for deposit into an appropriate revenue fund.

D. The insurance to be provided as set forth in this Article shall include the following coverages to be maintained during the life of this Agreement:

1. Workmen's Compensation and Occupational Disease Insurance in the names of the City and Operator as insured parties, covering all employees engaged in any work pursuant to this Agreement; liability coverage to be not less than $100,000.00.

2. Not applicable to this contract.

3. Not applicable to this contract.

4. Not applicable to this contract.

5. Garage Keeper's Legal Liability, Fire and Explosion, Theft of Automobile, and Combined Coverage, in the names of the City and Operator as insured parties, to include riot, civil commotion, vandalism and malicious mischief with a $25.00 deductible provision, and a $100.00 deductible provision for collision and upset.

6. Plate glass coverage, in the names of the City and Operator as insured parties, fully covering all plate glass of the facility.

7. Commercial Blanket Fidelity Bond, in the name of the Operator as the insured party, covering all employees; liability coverage to be not less than $25,000.00.

8. Not applicable to this contract.

9. Comprehensive Public Liability and Property Damage Insurance, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries from any one accident; and $50,000.00 for property damage resulting from any one accident.

10. Owner's or Landlord's Protective Policy, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries resulting from any one accident; and $50,000.00 for property damage resulting from any one accident.

11. Not applicable to this contract.

### Article XV.

*Destruction of facilities.*

A. In the event the premises and facility or a part thereof shall become damaged or destroyed by fire, explosion, or other casualty, and if the Commissioner determines in his sole judgment that said damages can be repaired within a reasonable time, upon notification thereof, the Operator agrees to submit plans and specifications for approval by the Commissioner, which are necessary to restore the premises and facility to the condition which existed prior to said damage, and agrees to make all repairs according to said plans and specifications after approval by the Commissioner. Failure of the Operator to submit said plans and specifications to the Commissioner within ten (10) days after the casualty above described, or failure to commence said restoration work within five (5) days after the Operator has received the plans and specifications as approved by the Commissioner, or failure to complete such restoration work within a reasonable time, will constitute an abandonment by the Operator.

B. The cost of such repairs and restoration described in this Article shall be paid from the funds received by the City and Operator under insurance policies to the extent said costs are thereunder covered. Should any balance of costs remain which are not covered by said insurance policies, fifty (50) percent of said balance shall be paid by the City and fifty (50) percent shall be paid by the Operator.

C. Notwithstanding the foregoing provisions, in the event of a casualty described in Paragraph A of this Article, the Commissioner may elect, in his sole judgment, to consider said premises and facility beyond repair and refuse to permit the repair, reconstruction or restoration of said premises and facility, and upon written notice of said election from the Commissioner to the Operator within thirty (30) days from the date of said casualty, the obligation of the operator to pay such rent and charges as are hereinafter reserved to the City shall cease and this Agreement shall thereupon terminate; provided, however, that all rents and charges theretofore accrued shall remain due and payable by the Operator forthwith.

### Article XVI.

*Indemnification.*

The Operator shall assume all risks incident to or in connection with his business to be conducted hereunder and shall be solely responsible for all accidents or injuries of whatsoever kind or nature as may be sustained by any persons or property and the Operator shall indemnify, defend and save harmless the City, its officers, agents and employees from any and all claims, suits, losses or damages arising from said accidents or injuries of whatsoever kind or nature, arising directly or indirectly out of the operation of said business, or resulting from the carelessness, negligence or improper conduct of the City, Operator or any of their officers, agents or employees. Said Operator shall also indemnify, defend and save harmless the City, its officers, agents and employees from any penalties for violation of any law, statute, ordinance or regulation affecting its operations.

### Article XVII.

*Operator's Performance Bond.*

The Operator shall deliver to the City at the time of or prior to the execution of this Agreement an approved Government Bond payable to bearer or the City of Chicago or, in lieu thereof, a Performance Bond approved by the City Comptroller and the Corporation Counsel in the amount of $500.00. Said bond shall be conditioned upon the full and faithful performance by the Operator of each and every covenant, promise, term, condition, undertaking and agreement set forth in this Agreement.

### Article XVIII.

*Parking Fees and charges.*

The Operator hereby agrees to charge for parking vehicles on the premises and facility first hereinabove described the following fees, rates and charges, during the term of this Agreement:

A. *Transient.*

No day rates.

B. *Monthly.*

Special rate, entire lot, for each calendar month ....................$400.00

C. It is understood and agreed that parking fees, rates and charges may be changed by the Commissioner when authorized and directed to do so by the City Council of the City of Chicago and the Operator agrees to make such changes when directed to do so by the Commissioner. Fees, rates and charges shall be put into effect within forty-eight (48) hours after written notification thereof has been given to the Operator by the Commissioner and shall remain in effect until changed by the Commissioner as herein provided.

### Article XIX.

*License fees, taxes and charges; budget; and compensation.*

A. *License fees, taxes and charges.*

The Operator shall advance all license fees, taxes and charges assessed under local ordinances and State and Federal statutes to the extent that they are applicable to the operation of the Facility. The Operator shall also secure armored car service for the daily collection of revenue from the Facility and advance payment for such services, the selection of the armored car service to be approved in writing by the Commissioner prior to the use thereof by the Operator.

B. *Budget.*

All expenses incurred or to be incurred by the Operator in anticipation of the advancement of funds under this Agreement shall be set forth in a budget for approval by the Commissioner on a form prescribed by the Commissioner, which shall include, but shall not be limited to, license fees, taxes, charges, employee payrolls and like expenses. The budget herein provided for shall be submitted no later than thirty (30) days following the execution of this Agreement and shall be supplemented from time to time so as to reflect such changes or additions as may become necessary or as requested by the Commissioner. The Operator shall submit such detailed supporting data as the Commissioner may request. Each expense item for which reimbursement is being claimed shall be designated as a reimbursable item on said budget. No expense item shall be reimbursed to the Operator unless approved by the Commissioner and the Independent Engineer.

C. *Compensation to Operator.*

For full and faithful performance of the provisions contained in this Agreement the Operator of Facility No. 60 shall be paid for the period of this Agreement 10.0% of all gross revenue collected.

D. *Settlement and reimbursement.*

The Operator's total fee and expense reimbursement shall be computed, finalized and settled for the entire period of this Agreement, specifically on the basis of actual results of the operation of the facility for the period covered by this Agreement, as determined by an examination of the books and records of the Operator by the City after the termination of said period; provided, however, that the City shall make monthly payments of fees and reimbursable expenses, with quarterly adjustments, which shall substantially cover the Operator's earned fees and actual reimbursable expenses for each month under the following procedure:

(1) It is estimated that the Operator's yearly management fee for Facility No. 60 will be approximately $480.00 and that the Operator's annual reimbursable expense will be approximately $900.00 making the total

annual payment to the Operator to be approximately $1,380.00. The Operator shall receive a monthly reimbursement of one-twelfth of the total approximate yearly payment, or $115.00 on the tenth day of the following month for the first eleven months of the Agreement. The final settlement payment shall constitute the twelfth payment.

(2) At the end of the first three quarters of the period of this Agreement, the Operator shall submit to the City quarterly expense statements reflecting actual expenses incurred within each said quarter by the Operator for said facility. At the end of each quarter the Commissioner shall review actual management fees earned and expenses incurred and if, in his sole judgment, the estimated monthly reimbursement does not correctly reflect actual operations, he may appropriately adjust the monthly reimbursement to reflect actual operating conditions.

(3) At the end of the fourth quarter of the period of this Agreement, the Operator shall submit to the City the fourth quarterly reimbursable expense statement reflecting actual expenses incurred within said quarter. This quarterly statement, when combined with the three previously submitted quarterly statements, shall be used as the basis for computing the final settlement, subject to the aforementioned audit. Such audit shall be completed within 90 days after the expiration of this Agreement and final settlement shall be made within 120 days after the expiration of this Agreement.

In the event that parking rates for Facility No. 60 are increased and are to take effect at any time during the period of this Agreement, this Article XIX shall be subject to review, adjustment and renegotiation by and between the City and the Operator with respect to compensation, and supplemental agreement by and between said parties shall be drawn for the approval of the City Council and execution by the parties.

### Article XX.

*Collection of fees and charges.*

All parking fees and charges made and collected by the Operator and his employees under the terms of this Agreement shall be deposited daily with the armored car service referred to in Article XIX. B. hereof and said armored car service shall deposit said fees and charges for credit to such appropriate revenue account as shall be designated by the Commissioner, said procedure set forth in further detail in the Rules and Regulations promulgated by the Bureau of Parking. All such parking fees and charges shall be made pursuant to parking tickets supplied by the City, which shall be time stamped by the Operator and his employees in accordance with the Rules and Regulations hereinabove referred to, with the exception of monthly charges, otherwise provided for therein.

### Article XXI.

*Operator's records.*

The Operator shall keep accurate records, books and accounts in conformity with a system approved by the Commissioner and agrees to permit authorized personnel of the City to examine said records, books and accounts at any reasonable time as a matter of right.

### Article XXII.

*Vacation and abandonment of premises.*

A. If the Operator shall vacate, desert or abandon the premises and facility, or shall permit the same to remain vacated, deserted or abandoned for a period of ten (10) days, or if the Operator shall breach any covenant, promise or condition set forth in this Agreement, or if the Operator shall default in the payment of any rent or charges payable by him under this Agreement, or if the Operator shall sell, assign or mortgage this Agreement or any provision hereof, or if the Operator shall be in default with respect to his performance of any covenants, promises or conditions contained in this Agreement, or if the Operator shall fail to comply with any of the statutes, ordinances, rules, orders, regulations or requirements of the Federal, State and City government, or any and all of their departments and bureaus applicable or pertinent to said premises and facility, or in the event of the death or incapacity of the Operator, then the Operator's right to possession of the premises and facility thereupon shall cease and terminate, with or without any notice or demand whatsoever if the City so elects, but not otherwise. In such event or events hereinabove set forth, whether this Agreement shall be terminated or not, the Operator agrees to surrender to the City possession of the premises and facility immediately without notice to quit or demand for possession of the premises and facility whatsoever, and the Operator hereby grants to the City full and free license to enter into and upon said premises and facility, or any part thereof, to take possession thereof and expel and remove the Operator or any other person who may be occupying the premises and facility or any part thereof, without resort to courts for an order sanctioning such action, and the City may use force in expelling and removing the Operator and such other person as may be reasonably necessary to accomplish said purpose. It is agreed by the Operator that said entry of the premises and facility by the City shall not constitute a trespass or forcible entry or detainer, nor shall it cause forfeiture of charges due by virtue of the provisions of this Agreement, nor a waiver of any covenant, agreement or promise in this Agreement to be performed by the Operator.

B. The Operator hereby waives all notice of any election made by the City under this Agreement, demand for revenues or other charges reserved under this Agreement, notice to quit, demand for possession, and any and all notices and demands whatsoever, of every kind and nature, which may or shall be required by any statute of this State relating to forcible entry and detainer, or to landlord and tenant, or any other statute, or under the common law, during the term of this Agreement. The acceptance of any rents or charges reserved by the City under this Agreement, whether in a single instance or repeatedly, after they shall fall due, or after knowledge of any breach hereof by the Operator, or giving or making of any notice or demand, whether according to any statutory provisions or not, or any act or series of acts, except an express written waiver, shall not be construed as a waiver of the City's right to act without notice or demand or any other right hereby given the City, or as an election not to proceed under the provisions of this Agreement.

D. If the Operator shall file a petition in bankruptcy or shall be involuntarily placed in bankruptcy, or shall be adjudicated a bankrupt, or shall make an assignment for the benefit of creditors, or shall take advantage of any provisions in any statute or ordinance for the advantage of insolvent persons, the City may elect to terminate this Agreement and the term hereof and take immediate possession of the premises facility and appurtenances without notice.

E. In the event the City elects to terminate this Agreement because of a violation of any provisions of this Article, upon such termination the Operator shall compensate the City for any loss in revenue as may be sustained by reason of such termination and provision for such compensation shall be made a condition of the Performance Bond referred to in Article XVII of this Agreement.

F. It is further agreed by and between the parties that the rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

Article XXIII.

*Costs, expenses and attorney's fees.*

The Operator agrees to pay and discharge all costs, expenses and attorney's fees which shall be incurred and expended by the City in enforcing the covenants, promises and conditions of this Agreement, whether by the institution of litigation or in taking of advice of counsel, or otherwise.

Article XXIV.

*Notices.*

Notices to the City provided under this Agreement may be sent by registered mail, postage prepaid, addressed to the Commissioner of Streets and Sanitation, Room 707, City Hall, Chicago, Illinois, 60602, and notices to the Operator provided for in this Agreement may be sent by registered mail, postage prepaid, addressed to the Operator at: Safeway Parking Company, 4014 North Laporte Avenue, Chicago, Illinois 60641, or in either case to such other respective parties and addresses as the parties hereto may designate in writing from time to time. Such notices shall be deemed to have been given when deposited in any United States Post Office.

Article XXV.

*Construction of Agreement.*

It is agreed by and between the parties hereto that all general provisions, terms, phrases, and expressions shall be subject to rules of construction as will fully implement the true intent and meaning of the parties to this Agreement, including, but not limited to, the following:

A. Words importing the singular number may extend and be applied to several persons or things, and words importing the plural number may include the singular.

B. Words importing the masculine gender may be applied to the feminine gender and to impersonal legal entities.

C. The word "month" means a calendar month, and the word "year" means a calendar year, unless otherwise expressed.

Article XXVI.

*City Council approval.*

This Agreement was authorized by the City Council of the City of Chicago, on the ............day of ........................ A.D. 19...... Council Journal page.......

In Witness Whereof, the parties hereto have caused this Agreement to be executed under their respective seals on the day and year first above written.

City of Chicago, a municipal corporation.

By: ..........................................

Commissioner of Streets and Sanitation

By: ..........................................

City Comptroller

Operator:

By: ..........................................

Title

By: ..........................................

Attest Title

(Corporate seal)

Approved:

..........................................

Independent Engineer

Approved as to form and legality, except as to property description and execution:

..........................................

Assistant Corporation Counsel

ACKNOWLEDGMENT BY PRINCIPAL IF AN INDIVIDUAL

State of Illinois }
} ss
County of Cook }

I, .........................................., a Notary Public in and for the County and State aforesaid, Do Hereby Certify that .................................................... who is personally known to me to be the same person whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial seal, this ................ day of ...................................... A.D. 1969.

..................................................

Notary Public

My Commission Expires..........

SECTION 2. This ordinance shall be effective from and after the date of its passage.

### Execution of Parking Facility Operator's Lease Agreement Authorized for Parking Facility No. 61.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on December 30, 1969, page 7348, recommending that the City Council pass a proposed ordinance transmitted with the committee's report [Proposed ordinance printed in Committee Pamphlet No. 19], to authorize execution of Parking Facility Operator's Lease Agreement for Parking Facility No. 61 for Year 1970.

On motion of Alderman Keane said proposed ordinance was *Passed*, by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Singer, Fifielski, Kerwin, Wigoda, Sperling—39.

*Nays*—Aldermen Despres, Simon, Scholl, McCutcheon, Hoellen, O'Rourke—6.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost*.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Streets and Sanitation is hereby authorized and directed to execute on behalf of the City of Chicago, the City Comptroller to countersign, and the City Clerk to attest, upon approval of the Corporation Counsel as to form and legality, a Parking Facility Operator's Agreement between the City of Chicago and G. and J. Parking for Chicago Parking Facility No. 61 at No. 1220 S. Kedzie Avenue. Said agreement is attached to this ordinance and made a part hereof, the same as if incorporated herein.

## CITY OF CHICAGO
## PARKING FACILITY
## OPERATOR'S AGREEMENT

This Agreement, made this ....................... day of ..........................., A.D. 19...., between the City of Chicago, a municipal corporation of the State of Illinois (sometimes hereinafter referred to as "City"), and Harry and Narissa Johnson d/b/a, G. and J. Parking (sometimes hereinafter referred to as "Operator").

This Agreement Witnesseth:

That for and in consideration of the mutual promises, covenants, terms and conditions, both general and special, as hereinafter set forth, the City hereby grants to the Operator the privileges hereinafter described and the Operator agrees to assume the duties, responsibilities, and obligations as hereinafter set forth, with respect to the premises and parking facility described as follows:

> 1220 South Kedzie Avenue, Chicago, Illinois known as City of Chicago Parking Facility No. 61.

This City of Chicago Parking Facility Operator's Agreement constitutes the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences shall be implied or impressed upon such Agreement that are not herein set forth.

The term of this Agreement shall be for the period of one (1) year beginning on the 1st day of January, 1970, and ending on the 31st day of December, 1970, unless said terms shall be sooner terminated as hereinafter provided.

### Article I.

*Definition of terms.*

A. "Bureau of Parking" means that agency of the City of Chicago, having management and control of the establishment, operation and maintenance of parking facilities.

B. "Commissioner" means the Commissioner of Streets and Sanitation of the City of Chicago, or any other official designated by the City Council to have administrative supervision over the Bureau of Parking.

C. "Operator" means any natural person, partnership, corporation, company or other legal entity who or which owns, controls, manages and directs the business of parking motor vehicles on public off-street parking lots, or in public off-street parking garages, or in other public off-street parking facilities.

### Article II.

*Assignment or transfer.*

The Operator shall not assign or transfer this Agreement nor any of the rights or privileges granted hereby, nor enter into any contract requiring or permitting the doing of any act hereunder by an independent contractor, unless otherwise expressly provided herein, without prior written approval signed by the Commissioner. If the Operator is a partnership or corporation or legal entity other than a natural person, and control of said entity changes at any time during the term hereof, the City may, at its option, deem and declare such change as a breach of this Agreement and take immediate possession of said premises and facility first hereinabove described. It is understood and agreed by and between the City and the Operator that nothing contained in this Agreement is intended or shall be construed as in any way creating or establishing the relationship of co-partners or joint venturers between the parties hereto.

### Article III.

*Present condition of premises.*

The Operator has examined the premises, facilities and appurtenances first hereinabove described, prior to and as a condition precedent to his acceptance and the execution of this Agreement, and is satisfied with the physical condition of said premises, and his taking possession shall constitute conclusive evidence of his receipt thereof in safe and sanitary condition, and in good order and repair, unless otherwise specified herein. The Operator agrees and admits that no representations as to condition or repair have been made by the City or its officers, employees or agents, which are not herein expressed or endorsed hereon, and that no promises to decorate, alter, repair or improve said premises, before, at or after the execution of this Agreement by the parties, not expressly contained herein, have been made by the City or its officers, employees or agents.

### Article IV.

*Future condition of premises.*

The Operator shall keep the premises, facility and appurtenances first hereinabove described in a safe, sanitary and sightly condition, and in good repair, and shall yield the same back to the City upon the termination of this Agreement in such condition and repair, ordinary wear and tear excepted. If said premises and facility shall not be so kept by the Operator, the City may enter the premises (without such entry constituting a termination of the privileges herein granted or an interference with the possession of or construction or other eviction from said premises and facility) and do all things necessary to restore said premises and facility to the condition herein required.

### Article V.

*Signs and advertising.*

The Operator shall not permit or place, post or cause to be placed or posted any sign, billboard, poster, advertising material or similar devices in view of the general public on, in or about the premises and facility without prior written approval signed by the Commissioner. Any such sign, billboard, poster, advertising material or similar devices not authorized by him may be removed by the City and all cost and expense resulting therefrom shall be charged to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses in addition to the rent and charges otherwise reserved in this Agreement. The City hereby reserves the right to erect and maintain such signs or billboards on the premises and facility, from time to time, as the Commissioner may deem advisable.

### Article VI.

*Alterations and additions.*

The Operator shall make no alterations or additions to the premises and facility first hereinabove described without the prior consent of the City as evidenced by approval in writing signed by the Commissioner. All alterations and additions shall remain as part of said premises and facility unless the City shall otherwise elect, as evidenced by prior approval in writing signed by the Commissioner. Said alterations and additions shall include, but are not limited to, locks, bolts and all fixtures.

### Article VII.

*Maintenance by Operator.*

The Operator agrees to maintain the premises and facility, advancing funds therefor, reimbursement being subject to all provisions of this Agreement, from day to day in good condition and repair and agrees to do all things necessary toward that end, particularly, but not limited to, the following:

A. Maintain all wheel stops and blocks.
B. Maintain and care for all planting.
C. Maintain all washrooms, toilets and rest rooms according to acceptable health standards.
D. Maintain the premises and facility in a clean, presentable condition, prevent accumulations of dirt, paper or trash of any kind upon the premises and facility.
E. Remove snow, ice and other obstructions from adjacent driveways and sidewalks. Said snow, ice and like debris to be removed shall not be placed upon the public ways or any portion thereof.
F. Make minor necessary repairs to plumbing, lighting and heating equipment. It is agreed by and between the parties that the Commissioner in his sole judgment shall determine whether a repair is minor or otherwise.
G. Advance payment for all utility services, including gas, heat, water and electricity, reimbursement being subject to all provisions of this Agreement.

Should the Operator fail to comply with any of the obligations listed above, the City may, after five (5) days notice to comply, in the event of non-compliance, enter upon said premises and take all steps necessary to insure compliance with the above obligations, in addition to other remedies set forth herein, charging the cost and expense of such entry and procedure to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses.

### Article VIII.

*Maintenance by City.*

The City agrees to maintain and pay for the following items of maintenance and equipment:

A. Maintain said facility in structural repair.
B. Make necessary major repairs to plumbing, lighting and heating.
C. Remove snow and ice, except from sidewalks and driveways.
D. Supply and maintain cash register.
E. Supply all parking tickets and other forms.
F. Supply and maintain pavement markings.
G. Supply electric light bulbs and replace said bulbs and fuses when necessary.
H. Maintain and replace all gates and barricades.
I. Maintain and keep in good working order the hoists, hoist equipment, lifts and elevators.
J. Maintain and keep in good working order all neon directional, informational, and advertising signs located in the interior or on the exterior of the facility.

### Article IX.

*Compliance with law; Liens.*

The Operator agrees to operate such facility as first hereinabove described in compliance at all times with this Agreement and all laws, statutes, ordinances and rules and regulations which are now in effect or which may be hereafter adopted, particularly, but not limited to, all rules and regulations of the Bureau of Parking, Department of Streets and Sanitation. The Operator agrees to keep premises, facility and appurtenances first hereinabove described free and clear of any and all liens in any way arising out of the Operator's use and maintenance thereof.

### Article X.

*Operation of facility.*

The Operator agrees to operate the facility subject to all provisions of this Agreement for the convenience of the public during the terms hereof and shall use and occupy the above premises solely for off-street parking of motor vehicles. The Operator shall use his best efforts to secure, maintain and develop the parking business conducted by him under the terms of this Agreement and to increase the same whenever and wherever possible, and shall refrain from and prevent the diversion of any such parking business from the facility whenever possible.

### Article XI.

*Hours of operation.*

The Operator agrees to operate the facility twenty-four (24) hours a day, seven (7) days a week, holidays included. The actual hours of operation will be determined by the Commissioner and may be changed from time to time at his sole discretion. Such change shall take effect within forty-eight (48) hours, Sundays and holidays excluded, after written notice thereof is received by the operator.

### Article XII.

*Vehicle parking.*

At no time shall the Operator remove or permit or cause to be removed from the premises and facility any vehicle placed thereon for parking purposes without the express consent of the owner or operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator enter or drive, or permit or cause to be entered or driven, any vehicle which has been placed upon the premises for the purpose of self-parking, without the express consent of the owner or operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator accept or cause to be accepted for parking any commercial vehicles, except with the prior written approval signed by the Commissioner. At no time shall the Operator permit or cause to be permitted the parking of any vehicle whatsoever on or in the premises and facility free of charge.

### Article XIII.

*Operator's employees.*

A. The Operator hereby agrees to select, employ and pay such personnel as may be required in the operation of the facility first hereinabove mentioned, unless otherwise specifically provided for in this Agreement. The Operator agrees further that in performing the covenants, promises and conditions under this Agreement, he shall not discriminate against any worker, employee or applicant, nor against any member of the public, on account of race, creed, color or national origin, nor otherwise commit an unfair employment practice.

B. The Operator agrees further to do or cause to be done the following:

1. To supervise, direct and manage the activities of his employees in such manner as to provide prompt, safe, efficient and courteous services as will be adequate to meet all reasonable demands for parking services on the premises and facility, and to provide a sufficient number of said employees as to enable such services to be provided at all times of the operation of said facility.
2. To cause and require all employees serving as attendants on the premises and facility to wear uniforms, caps and badges to be supplied by and at the expense of the Operator and to require said employees at all times to present a neat and clean appearance. The color and design of said uniforms, caps and badges shall be first approved in writing signed by the Commissioner.

### Article XIV.

*Insurance.*

A. The City, at the time or prior to the execution of this Agreement, agrees to furnish all the insurance required under this Agreement and this Article, to be paid from the revenues resulting from the operation of the facility first hereinabove described. All policies of insurance shall name the beneficiary as indicated below and shall be delivered to and held by the City Comptroller. Said insurance shall be placed only with such insurance companies as are approved from time to time by the City Comptroller.

B. Each such insurance policy as set forth in this Article shall contain a provision to the effect that said insurance cannot be cancelled unless the City Comptroller has been notified not less than thirty (30) days prior to the intended cancellation date.

C. In the event that any additional premiums or audits shall be required, the same shall be paid by the City of Chicago from the revenues resulting from the operation of said facility; any return premiums or audits shall be paid to the City of Chicago, for deposit into an appropriate revenue fund.

D. The insurance to be provided as set forth in this Article shall include the following coverages to be maintained during the life of this Agreement:

1. Workmen's Compensation and Occupational Disease Insurance in the names of the City and Operator as insured parties, covering all employees engaged in any work pursuant to this Agreement; liability coverage to be not less than $100,000.00.

2. Fire, Extended Coverage, Vandalism and Malicious Mischief, in the name of the City as the insured party, with not less than eighty (80) per cent co-insurance on all buildings included in said facility; liability coverage to be not less than $400,000.00.

3. Not applicable to this contract.

4. Fire, Extended Coverage and Malicious Mischief for business interruption, in the names of the City and Operator as insured parties contemplating fifty (50) per cent of the gross earnings, as determined from previous earnings of said facility; liability coverage to be not less than $10,000.00.

5. Garage Keeper's Legal Liability, Fire and Explosion, Theft of Automobile, and Combined Coverage, in the names of the City and Operator as insured parties, to include riot, civil commotion, vandalism and malicious mischief with a $25.00 deductible provision, and a $100.00 deductible provision for collision and upset.

6. Plate glass coverage, in the names of the City and Operator as insured parties, fully covering all plate glass of the facility.

7. Commercial Blanket Fidelity Bond, in the name of the Operator as the insured party, covering all employees; liability coverage to be not less than $25,000.00.

8. Broad Form Money and Securities Insurance, in the name of the Operator as the insured party, covering interior and exterior locations, if necessary, liability coverage to be not less than $100.00.

9. Comprehensive Public Liability and Property Damage Insurance, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries from any one accident; and $50,000.00 for property damage resulting from any one accident.

10. Owner's or Landlord's Protective Policy, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries resulting from any one accident; and $50,000.00 for property damage resulting from any one accident.

11. Not applicable to this contract.

### Article XV.

*Destruction of facilities.*

A. In the event the premises and facility or a part thereof shall become damaged or destroyed by fire, explosion, or other casualty, and if the Commissioner determines in his sole judgment that said damages can be repaired within a reasonable time, upon notification thereof, the Operator agrees to submit plans and specifications for approval by the Commissioner, which are necessary to restore the premises and facility to the condition which existed prior to said damage, and agrees to make all repairs according to said plans and specifications after approval by the Commissioner. Failure of the Operator to submit said plans and specifications to the Commissioner within ten (10) days after the casualty above described, or failure to commence said restoration work within five (5) days after the Operator has received the plans and specifications as approved by the Commissioner, or failure to complete such restoration work within a reasonable time, will constitute an abandonment by the Operator.

B. The cost of such repairs and restoration described in this Article shall be paid from the funds received by the City and Operator under insurance policies to the extent said costs are thereunder covered. Should any balance of costs remain which are not covered by said insurance policies, fifty (50) percent of said balance shall be paid by the City and fifty (50) percent shall be paid by the Operator.

C. Notwithstanding the foregoing provisions, in the event of a casualty described in Paragraph A of this Article, the Commissioner may elect, in his sole judgment, to consider said premises and facility beyond repair and refuse to permit the repair, reconstruction or restoration of said premises and facility, and upon written notice of said election from the Commissioner to the Operator within thirty (30) days from the date of said casualty, the obligation of the Operator to pay such rent and charges as are hereinafter reserved to the City shall cease and this Agreement shall thereupon terminate; provided, however, that all rents and charges theretofore accrued shall remain due and payable by the Operator forthwith.

### Article XVI.

*Indemnification.*

The Operator shall assume all risks incident to or in connection with his business to be conducted hereunder and shall be solely responsible for all accidents or injuries of whatsoever kind or nature as may be sustained by any persons or property and the Operator shall indemnify, defend and save harmless the City, its officers, agents and employees from any and all claims, suits, losses or damages arising from said accidents or injuries of whatsoever kind or nature, arising directly or indirectly out of the operation of said business, or resulting from the carelessness, negligence or improper conduct of the City, Operator or any of their officers, agents or employees. Said Operator shall also indemnify, defend and save harmless the City, its officers, agents and employees from any penalties for violation of any law, statute, ordinance or regulation affecting its operations.

### Article XVII.

*Operator's Performance Bond.*

The Operator shall deliver to the City at the time of or prior to the execution of this Agreement an approved Government Bond payable to bearer or the City of Chicago or, in lieu thereof, a Performance Bond approved by the City Comptroller and the Corporation Counsel in the amount of $1,500.00. Said bond shall be conditioned upon the full and faithful performance by the Operator of each and every covenant, promise, term, condition, undertaking and agreement set forth in this Agreement.

### Article XVIII.

*Parking Fees and charges.*

The Operator hereby agrees to charge for parking vehicles on the premises and facility first hereinabove described the following fees, rates and charges, during the term of this Agreement:

A. *Transient.*

| | |
|---|---|
| First twenty minutes | $0.10 |
| Second twenty minutes | 0.10 |
| Third twenty minutes | 0.10 |
| Each hour thereafter | 0.10 |

B. *Monthly.*

| | |
|---|---|
| For each one-month period | $10.00 |

C. It is understood and agreed that parking fees, rates and charges may be changed by the Commissioner when authorized and directed to do so by the City Council of the City of Chicago and the Operator agrees to make such changes when directed to do so by the Commissioner. Fees, rates and charges shall be put into effect within forty-eight (48) hours after written notification thereof has been given to the Operator by the Commissioner and shall remain in effect until changed by the Commissioner as herein provided.

### Article XIX.

*License fees, taxes and charges; budget; and compensation.*

A. *License fees, taxes and charges.*

The Operator shall advance all license fees, taxes and charges assessed under local ordinances and State and Federal statutes to the extent that they are applicable to the operation of the Facility. The Operator shall also secure armored car service for the daily collection of revenue from the Facility and advance payment for such services, the selection of the armored car service to be approved in writing by the Commissioner prior to the use thereof by the Operator.

B. *Budget.*

All expenses incurred or to be incurred by the Operator in anticipation of the advancement of funds under this Agreement shall be set forth in a budget for approval by the Commissioner on a form prescribed by the Commissioner, which shall include, but shall not be limited to, license fees, taxes, charges, employee payrolls and like expenses. The budget herein provided for shall be submitted no later than thirty (30) days following the execution of this Agreement and shall be supplemented from time to time so as to reflect such changes or additions as may become necessary or as requested by the Commissioner. The Operator shall submit such detailed supporting data as the Commissioner may request. Each expense item for which reimbursement is being claimed shall be designated as a reimbursable item on said budget. No expense item shall be reimbursed to the Operator unless approved by the Commissioner and the Independent Engineer.

C. *Compensation to Operator.*

For full and faithful performance of the provisions contained in this Agreement the Operator of Facility No. 61 shall be paid for the period of this Agreement 10.0% of all gross revenue collected.

D. *Settlement and reimbursement.*

The Operator's total fee and expense reimbursement shall be computed, finalized and settled for the entire period of this Agreement, specifically on the basis of actual results of the operation of the facility for the period covered by this Agreement, as determined by an examination of the books and records of the Operator by the City after the termination of said period; provided, however, that the City shall make monthly payments of fees and reimbursable expenses, with quarterly adjustments, which shall substantially cover the Operator's earned fees and actual reimbursable expenses for each month under the following procedure:

(1) It is estimated that the Operator's yearly management fee for Facility No. 61 will be approximately $1,400.00 and that the Operator's annual reimbursable expense will be approximately $22,480.00 making the total annual payment to the Operator to be approximately $23,880.00. The Operator shall receive a monthly reimbursement of one-twelfth of the total approximate yearly payment, or $1,990.00 on the tenth day of the following month for the first eleven months of the Agreement. The final settlement payment shall constitute the twelfth payment.

(2) At the end of the first three quarters of the period of this Agreement, the Operator shall submit to the City quarterly expense statements reflecting actual expenses incurred within each said quarter by the Operator for said facility. At the end of each quarter the Commissioner shall review actual management fees earned and expenses incurred and if, in his sole judgment, the estimated monthly reimbursement does not correctly reflect actual operations, he may appropriately adjust the monthly reimbursement to reflect actual operating conditions.

(3) At the end of the fourth quarter of the period of this Agreement, the Operator shall submit to the City the fourth quarterly reimbursable expense statement reflecting actual expenses incurred within said quarter. This quarterly statement, when combined with the three previously submitted quarterly statements, shall be used as the basis

for computing the final settlement, subject to the aforementioned audit. Such audit shall be completed within 90 days after the expiration of this Agreement and final settlement shall be made within 120 days after the expiration of this Agreement.

In the event that parking rates for Facility No. 61 are increased and are to take effect at any time during the period of this Agreement, this Article XIX shall be subject to review, adjustment and renegotiation by and between the City and the Operator with respect to compensation, and supplemental agreement by and between said parties shall be drawn for the approval of the City Council and execution by the parties.

### Article XX.

*Collection of fees and charges.*

All parking fees and charges made and collected by the Operator and his employees under the terms of this Agreement shall be deposited daily with the armored car service referred to in Article XIX. B. hereof and said armored car service shall deposit said fees and charges for credit to such appropriate revenue account as shall be designated by the Commissioner, said procedure set forth in further detail in the Rules and Regulations promulgated by the Bureau of Parking. All such parking fees and charges shall be made pursuant to parking tickets supplied by the City, which shall be time stamped by the Operator and his employees in accordance with the Rules and Regulations hereinabove referred to, with the exception of monthly charges, otherwise provided for therein.

### Article XXI.

*Operator's records.*

The Operator shall keep accurate records, books and accounts in conformity with a system approved by the Commissioner and agrees to permit authorized personnel of the City to examine said records, books and accounts at any reasonable time as a matter of right.

### Article XXII.

*Vacation and abandonment of premises.*

A. If the Operator shall vacate, desert or abandon the premises and facility, or shall permit the same to remain vacated, deserted or abandoned for a period of ten (10) days, or if the Operator shall breach any covenant, promise or condition set forth in this Agreement, or if the Operator shall default in the payment of any rent or charges payable by him under this Agreement, or if the Operator shall sell, assign or mortgage this Agreement or any provision hereof, or if the Operator shall be in default with respect to his performance of any covenants, promises or conditions contained in this Agreement, or if the Operator shall fail to comply with any of the statutes, ordinances, rules, orders, regulations or requirements of the Federal, State and City government, or any and all of their departments and bureaus applicable or pertinent to said premises and facility, or in the event of the death or incapacity of the Operator, then the Operator's right to possession of the premises and facility thereupon shall cease and terminate, with or without any notice or demand whatsoever if the City so elects, but not otherwise. In such event or events hereinabove set forth, whether this Agreement shall be terminated or not, the Operator agrees to surrender to the City possession of the premises and facility immediately without notice to quit or demand for possession of the premises and facility whatsoever, and the Operator hereby grants to the City full and free license to enter into and upon said premises and facility, or any part thereof, to take possession thereof and expel and remove the Operator or any other person who may be occupying the premises and facility or any part thereof, without resort to courts for an order sanctioning such action, and the City may use force in expelling and removing the Operator and such other person as may be reasonably necessary to accomplish said purpose. It is agreed by the Operator that said entry of the premises and facility by the City shall not constitute a trespass or forcible entry or detainer, nor shall it cause forfeiture of charges due by virtue of the provisions of this Agreement, nor a waiver of any covenant, agreement or promise in this Agreement to be performed by the Operator.

B. The Operator hereby waives all notice of any election made by the City under this Agreement, demand for revenues or other charges reserved under this Agreement, notice to quit, demand for possession, and any and all notices and demands whatsoever, of every kind and nature, which may or shall be required by any statute of this State relating to forcible entry and detainer, or to landlord and tenant, or any other statute, or under the common law, during the term of this Agreement. The acceptance of any rents or charges reserved by the City under this Agreement, whether in a single instance or repeatedly, after they shall fall due, or after knowledge of any breach hereof by the Operator, or giving or making of any notice or demand, whether according to any statutory provisions or not, or any act or series of acts, except an express written waiver, shall not be construed as a waiver of the City's right to act without notice or demand or any other right hereby given the City, or as an election not to proceed under the provisions of this Agreement.

D. If the Operator shall file a petition in bankruptcy or shall be involuntarily placed in bankruptcy, or shall be adjudicated a bankrupt, or shall make an assignment for the benefit of creditors, or shall take advantage of any provisions in any statute or ordinance for the advantage of insolvent persons, the City may elect to terminate this Agreement and the term hereof and take immediate possession of the premises facility and appurtenances without notice.

E. In the event the City elects to terminate this Agreement because of a violation of any provisions of this Article, upon such termination the Operator shall compensate the City for any loss in revenue as may be sustained by reason of such termination and provision for such compensation shall be made a condition of the Performance Bond referred to in Article XVII of this Agreement.

F. It is further agreed by and between the parties that the rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

### Article XXIII.

*Costs, expenses and attorney's fees.*

The Operator agrees to pay and discharge all costs, expenses and attorney's fees which shall be incurred and expended by the City in enforcing the covenants, promises and conditions of this Agreement, whether by the institution of litigation or in taking of advice of counsel, or otherwise.

### Article XXIV.

*Notices.*

Notices to the City provided under this Agreement may be sent by registered mail, postage prepaid, addressed to the Commissioner of Streets and Sanitation, Room 707, City Hall, Chicago, Illinois, 60602, and notices to the Operator provided for in this Agreement may be sent by registered mail, postage prepaid, addressed to the Operator at: G. and J. Parking, 9443 South Eberhart Avenue, Chicago, Illinois 60619, or in either case to such other respective parties and addresses as the parties hereto may designate in writing from time to time. Such notices shall be deemed to have been given when deposited in any United States Post Office.

### Article XXV.

*Construction of Agreement.*

It is agreed by and between the parties hereto that all general provisions, terms, phrases, and expressions shall be subject to rules of construction as will fully implement the true intent and meaning of the parties to this Agreement, including, but not limited to, the following:

A. Words importing the singular number may extend and be applied to several persons or things, and words importing the plural number may include the singular.

B. Words importing the masculine gender may be applied to the feminine gender and to impersonal legal entities.

C. The word "month" means a calendar month, and the word "year" means a calendar year, unless otherwise expressed.

### Article XXVI.

*City Council approval.*

This Agreement was authorized by the City Council of the City of Chicago, on the ............day of ........................ A.D. 19...... Council Journal page.......

In Witness Whereof, the parties hereto have caused this Agreement to be executed under their respective seals on the day and year first above written.

City of Chicago, a municipal corporation.
By: ........................................
Commissioner of Streets and Sanitation
By: ........................................
City Comptroller
Operator:
By: ........................................
Title
By: ........................................
Attest Title
(Corporate seal)
Approved:
..............................................
Independent Engineer
Approved as to form and legality, except as to property description and execution:
..............................................
Assistant Corporation Counsel

ACKNOWLEDGMENT BY PRINCIPAL IF AN INDIVIDUAL

State of Illinois }
} ss
County of Cook }

I, ..........................................., a Notary Public in and for the County and State aforesaid, Do Hereby Certify that ...................................................... who is personally known to me to be the same person whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial seal, this ............... day of ...................................... A.D. 1969.

..................................................
Notary Public
My Commission Expires..........

SECTION 2. This ordinance shall be effective from and after the date of its passage.

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### Execution of Parking Facility Operator's Lease Agreement Authorized for Parking Facility No. 64.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on December 30, 1969, page 7348, recommending that the City Council pass a proposed ordinance transmitted with the committee's report [Proposed ordinance printed in Committee Pamphlet No. 19], to authorize execution of Parking Facility Operator's Lease Agreement for Parking Facility No. 64 for Year 1970.

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Singer, Fifielski, Kerwin, Wigoda, Sperling—39.

*Nays*—Aldermen Despres, Simon, Scholl, McCutcheon, Hoellen, O'Rourke—6.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Streets and Sanitation is hereby authorized and directed to execute on behalf of the City of Chicago, the City Comptroller to countersign, and the City Clerk to attest, upon approval of the Corporation Counsel as to form and legality, a Parking Facility Operator's Agreement between the City of Chicago and Henry C. Frenzel for Chicago Parking Facility No. 64 at No. 2816 N. Kimball Avenue. Said agreement is attached to this ordinance and made a part hereof, the same as if incorporated herein.

CITY OF CHICAGO
PARKING FACILITY
OPERATOR'S AGREEMENT

This Agreement, made this ........................ day of ..........................., A.D. 19...., between the City of Chicago, a municipal corporation of the State of Illinois (sometimes hereinafter referred to as

"City"), and Henry C. Frenzel (sometimes hereinafter referred to as "Operator").

This Agreement Witnesseth:

That for and inconsideration of the mutual promises, covenants, terms and conditions, both general and special, as hereinafter set forth, the City hereby grants to the Operator the privileges hereinafter described and the Operator agrees to assume the duties, responsibilities, and obligations as hereinafter set forth, with respect to the premises and parking facility described as follows:

2816 North Kimball Avenue, Chicago, Illinois, known as City of Chicago Parking Facility No. 64.

This City of Chicago Parking Facility Operator's Agreement constitutes the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences shall be implied or impressed upon such Agreement that are not herein set forth.

The term of this Agreement shall be for the period of one (1) year beginning on the 1st day of January, 1970, and ending on the 31st day of December, 1970, unless said terms shall be sooner terminated as hereinafter provided.

### Article I.

*Definition of terms.*

A. "Bureau of Parking" means that agency of the City of Chicago, having management and control of the establishment, operation and maintenance of parking facilities.

B. "Commissioner" means the Commissioner of Streets and Sanitation of the City of Chicago, or any other official designated by the City Council to have administrative supervision over the Bureau of Parking.

C. "Operator" means any natural person, partnership, corporation, company or other legal entity who or which owns, controls, manages and directs the business of parking motor vehicles on public off-street parking lots, or in public off-street parking garages, or in other public off-street parking facilities.

### Article II.

*Assignment or transfer.*

The Operator shall not assign or transfer this Agreement nor any of the rights or privileges granted hereby, nor enter into any contract requiring or permitting the doing of any act hereunder by an independent contractor, unless otherwise expressly provided herein, without prior written approval signed by the Commissioner. If the Operator is a partnership or corporation or legal entity other than a natural person, and control of said entity changes at any time during the term hereof, the City may, at its option, deem and declare such change as a breach of this Agreement and take immediate possession of said premises and facility first hereinabove described. It is understood and agreed by and between the City and the Operator that nothing contained in this Agreement is intended or shall be construed as in any way creating or establishing the relationship of co-partners or joint venturers between the parties hereto.

### Article III.

*Present condition of premises.*

The Operator has examined the premises, facilities and appurtenances first hereinabove described, prior to and as a condition precedent to his acceptance and the execution of this Agreement, and is satisfied with the physical condition of said premises, and his taking possession shall constitute conclusive evidence of his receipt thereof in safe and sanitary condition, and in good order and repair, unless otherwise specified herein. The Operator agrees and admits that no representations as to condition or repair have been made by the City or its officers, employees or agents, which are not herein expressed or endorsed hereon, and that no promises to decorate, alter, repair or improve said premises, before, at or after the execution of this Agreement by the parties, not expressly contained herein, have been made by the City or its officers, employees or agents.

### Article IV.

*Future condition of premises.*

The Operator shall keep the premises, facility and appurtenances first hereinabove described in a safe, sanitary and sightly condition, and in good repair, and shall yield the same back to the City upon the termination of this Agreement in such condition and repair, ordinary wear and tear excepted. If said premises and facility shall not be so kept by the Operator, the City may enter the premises (without such entry constituting a termination of the privileges herein granted or an interference with the possession of or construction or other eviction from said premises and facility) and do all things necessary to restore said premises and facility to the condition herein required.

### Article V.

*Signs and advertising.*

The Operator shall not permit or place, post or cause to be placed or posted any sign, billboard, poster, advertising material or similar devices in view of the general public on, in or about the premises and facility without prior written approval signed by the Commissioner. Any such sign, billboard, poster, advertising material or similar devices not authorized by him may be removed by the City and all cost and expense resulting therefrom shall be charged to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses in addition to the rent and charges otherwise reserved in this Agreement. The City hereby reserves the right to erect and maintain such signs or billboards on the premises and facility, from time to time, as the Commissioner may deem advisable.

### Article VI.

*Alterations and additions.*

The Operator shall make no alterations or additions to the premises and facility first hereinabove described without the prior consent of the City as evidenced by approval in writing signed by the Commissioner. All alterations and additions shall remain as part of said premises and facility unless the City shall otherwise elect, as evidenced by prior approval in writing signed by the Commissioner. Said alterations and additions shall include, but are not limited to, locks, bolts and all fixtures.

### Article VII.

*Maintenance by Operator.*

The Operator agrees to maintain the premises and facility, advancing funds therefor, reimbursement being subject to all provisions of this Agreement, from day to day in good condition and repair and agrees to do all things necessary toward that end, particularly, but not limited to, the following:

A. Maintain all wheel stops and blocks.

B. Maintain and care for all planting.

C. Maintain all washrooms, toilets and rest rooms according to acceptable health standards.

D. Maintain the premises and facility in a clean, presentable condition, prevent accumulations of dirt, paper or trash of any kind upon the premises and facility.

E. Remove snow, ice and other obstructions from adjacent driveways and sidewalks. Said snow, ice and like debris to be removed shall not be placed upon the public ways or any portion thereof.

F. Make minor necessary repairs to plumbing, lighting and heating equipment. It is agreed by and between the parties that the Commissioner in his sole judgment shall determine whether a repair is minor or otherwise.

G. Advance payment for all utility services, including gas, heat, water and electricity, reimbursement being subject to all provisions of this Agreement.

Should the Operator fail to comply with any of the obligations listed above, the City may, after five (5) days notice to comply, in the event of non-compliance, enter upon said premises and take all steps necessary to insure compliance with the above obligations, in addition to other remedies set forth herein, charging the cost and expense of such entry and procedure to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses.

## Article VIII.

*Maintenance by City.*

The City agrees to maintain and pay for the following items of maintenance and equipment:

A. Maintain said facility in structural repair.

B. Make necessary major repairs to plumbing, lighting and heating.

C. Remove snow and ice, except from sidewalks and driveways.

D. Supply and maintain cash register.

E. Supply all parking tickets and other forms.

F. Supply and maintain pavement markings.

G. Supply electric light bulbs and replace said bulbs and fuses when necessary.

H. Maintain and replace all gates and barricades.

I. Maintain and keep in good working order the hoists, hoist equipment, lifts and elevators.

J. Maintain and keep in good working order all neon directional, informational, and advertising signs located in the interior or on the exterior of the facility.

## Article IX.

*Compliance with law; Liens.*

The Operator agrees to operate such facility as first hereinabove described in compliance at all times with this Agreement and all laws, statutes, ordinances and rules and regulations which are now in effect or which may be hereafter adopted, particularly, but not limited to, all rules and regulations of the Bureau of Parking, Department of Streets and Sanitation. The Operator agrees to keep premises, facility and appurtenances first hereinabove described free and clear of any and all liens in any way arising out of the Operator's use and maintenance thereof.

## Article X.

*Operation of facility.*

The Operator agrees to operate the facility subject to all provisions of this Agreement for the convenience of the public during the terms hereof and shall use and occupy the above premises solely for off-street parking of motor vehicles. The Operator shall use his best efforts to secure, maintain and develop the parking business conducted by him under the terms of this Agreement and to increase the same whenever and wherever possible, and shall refrain from and prevent the diversion of any such parking business from the facility whenever possible.

## Article XI.

*Hours of operation.*

The Operator agrees to operate the facility twenty-four (24) hours a day, seven (7) days a week, holidays included. The actual hours of operation will be determined by the Commissioner and may be changed from time to time at his sole discretion. Such change shall take effect within forty-eight (48) hours, Sundays and holidays excluded, after written notice thereof is received by the Operator.

## Article XII.

*Vehicle parking.*

At no time shall the Operator remove or permit or cause to be removed from the premises and facility any vehicle placed thereon for parking purposes without the express consent of the owner or Operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator enter or drive, or permit or cause to be entered or driven, any vehicle which has been placed upon the premises for the purpose of self-parking, without the express consent of the owner or Operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator accept or cause to be accepted for parking any commercial vehicles, except with the prior written approval signed by the Commissioner. At no time shall the Operator permit or cause to be permitted the parking of any vehicle whatsoever on or in the premises and facility free of charge.

## Article XIII.

*Operator's employees.*

A. The Operator hereby agrees to select, employ and pay such personnel as may be required in the operation of the facility first hereinabove mentioned, unless otherwise specifically provided for in this Agreement. The Operator agrees further that in performing the covenants, promises and conditions under this Agreement, he shall not discriminate against any worker, employee or applicant, nor against any member of the public, on account of race, creed, color or national origin, nor otherwise commit an unfair employment practice.

B. The Operator agrees further to do or cause to be done the following:

1. To supervise, direct and manage the activities of his employees in such manner as to provide prompt, safe, efficient and courteous services as will be adequate to meet all reasonable demands for parking services on the premises and facility, and to provide a sufficient number of said employees as to enable such services to be provided at all times of the operation of said facility.
2. To cause and require all employees serving as attendants on the premises and facility to wear uniforms, caps and badges to be sup-

plied by and at the expense of the Operator and to require said employees at all times to present a neat and clean appearance. The color and design of said uniforms, caps and badges shall be first approved in writing signed by the Commissioner.

### Article XIV.

*Insurance.*

A. The City, at the time or prior to the execution of this Agreement, agrees to furnish all the insurance required under this Agreement and this Article, to be paid from the revenues resulting from the operation of the facility first hereinabove described. All policies of insurance shall name the beneficiary as indicated below and shall be delivered to and held by the City Comptroller. Said insurance shall be placed only with such insurance companies as are approved from time to time by the City Comptroller.

B. Each such insurance policy as set forth in this Article shall contain a provision to the effect that said insurance cannot be cancelled unless the City Comptroller has been notified not less than thirty (30) days prior to the intended cancellation date.

C. In the event that any additional premiums or audits shall be required, the same shall be paid by the City of Chicago from the revenues resulting from the operation of said facility; any return premiums or audits shall be paid to the City of Chicago, for deposit into an appropriate revenue fund.

D. The insurance to be provided as set forth in this Article shall include the following coverages to be maintained during the life of this Agreement:

1. Workmen's Compensation and Occupational Disease Insurance in the names of the City and Operator as insured parties, covering all employees engaged in any work pursuant to this Agreement; liability coverage to be not less than $100,000.00.

2. Fire, Extended Coverage, Vandalism and Malicious Mischief, in the name of the City as the insured party, with not less than eighty (80) per cent co-insurance on all buildings included in said facility; liability coverage to be not less than $5,000.00.

3. Not applicable to this contract.

4. Not applicable to this contract.

5. Garage Keeper's Legal Liability, Fire and Explosion, Theft of Automobile, and Combined Coverage, in the names of the City and Operator as insured parties, to include riot, civil commotion, vandalism and malicious mischief with a $25.00 deductible provision, and a $100.00 deductible provision for collision and upset.

6. Plate glass coverage, in the names of the City and Operator as insured parties, fully covering all plate glass of the facility.

7. Commercial Blanket Fidelity Bond, in the name of the Operator as the insured party, covering all employees; liability coverage to be not less than $25,000.00.

8. Broad Form Money and Securities Insurance, in the name of the Operator as the insured party, covering interior and exterior locations, if necessary, liability coverage to be not less than $500.00.

9. Comprehensive Public Liability and Property Damage Insurance, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries from any one accident; and $50,000.00 for property damage resulting from any one accident.

10. Owner's or Landlord's Protective Policy, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person, $500,000.00 for injuries resulting from any one accident; and $50,000.00 for property damage resulting from any one accident.

11. Not applicable to this contract.

### Article XV.

*Destruction of facilities.*

A. In the event the premises and facility or a part thereof shall become damaged or destroyed by fire, explosion, or other casualty, and if the Commissioner determines in his sole judgment that said damages can be repaired within a reasonable time, upon notification thereof, the Operator agrees to submit plans and specifications for approval by the Commissioner, which are necessary to restore the premises and facility to the condition which existed prior to said damage, and agrees to make all repairs according to said plans and specifications after approval by the Commissioner. Failure of the Operator to submit said plans and specifications to the Commissioner within ten (10) days after the casualty above described, or failure to commence said restoration work within five (5) days after the Operator has received the plans and specifications as approved by the Commissioner, or failure to complete such restoration work within a reasonable time, will constitute an abandonment by the Operator.

B. The cost of such repairs and restoration described in this Article shall be paid from the funds received by the City and Operator under insurance policies to the extent said costs are thereunder covered. Should any balance of costs remain which are not covered by said insurance policies, fifty (50) percent of said balance shall be paid by the City and fifty (50) percent shall be paid by the Operator.

C. Notwithstanding the foregoing provisions, in the event of a casualty described in Paragraph A of this Article, the Commissioner may elect, in his sole judgment, to consider said premises and facility beyond repair and refuse to permit the repair, reconstruction or restoration of said premises and facility, and upon written notice of said election from the Commissioner to the Operator within thirty (30) days from the date of said casualty, the obligation of the Operator to pay such rent and charges as are hereinafter reserved to the City shall cease and this Agreement shall thereupon terminate; provided, however, that all rents and charges theretofore accrued shall remain due and payable by the Operator forthwith.

### Article XVI.

*Indemnification.*

The Operator shall assume all risks incident to or in connection with his business to be conducted hereunder and shall be solely responsible for all accidents or injuries of whatsoever kind or nature as may be sustained by any persons or property and the Operator shall indemnify, defend and save harmless the City, its officers, agents and employees from any and all claims, suits, losses or damages arising from said accidents or injuries of whatsoever kind or nature, arising directly or indirectly out of the operation of said business, or resulting from the carelessness, negligence or improper conduct of the City, Operator or any of their officers, agents or employees. Said Operator shall also indemnify, defend and save harmless the City, its officers, agents and employees from any penalties for violation of any law, statute, ordinance or regulation affecting its operations.

### Article XVII.

*Operator's Performance Bond.*

The Operator shall deliver to the City at the time of or prior to the execution of this Agreement an approved Government Bond payable to bearer or the City of Chicago or, in lieu thereof, a Performance Bond approved by the City Comptroller and the Corporation Counsel in the amount of $1,000.00. Said bond shall be conditioned upon the full and faithful performance by the Operator of each and every covenant, promise, term, condition, undertaking and agreement set forth in this Agreement.

### Article XVIII.

*Parking Fees and charges.*

The Operator hereby agrees to charge for parking vehicles on the premises and facility first hereinabove described the following fees, rates and charges, during the term of this Agreement:

A. *Transient.*

| | |
|---|---|
| First half hour | $0.10 |
| Second half hour | 0.10 |
| Each hour thereafter | 0.10 |

B. *Monthly.*

| | |
|---|---|
| For each one-month period | $10.00 |

C. It is understood and agreed that parking fees, rates and charges may be changed by the Commissioner when authorized and directed to do so by the City Council of the City of Chicago and the Operator agrees to make such changes when directed to do so by the Commissioner. Fees, rates and charges shall be put into effect within forty-eight (48) hours after written notification thereof has been given to the Operator by the Commissioner and shall remain in effect until changed by the Commissioner as herein provided.

### Article XIX.

*License fees, taxes and charges; budget; and compensation.*

A. *License fees, taxes and charges.*

The Operator shall advance all license fees, taxes and charges assessed under local ordinances and State and Federal statutes to the extent that they are applicable to the operation of the Facility. The Operator shall also secure armored car service for the daily collection of revenue from the Facility and advance payment for such services, the selection of the armored car service to be approved in writing by the Commissioner prior to the use thereof by the Operator.

B. *Budget.*

All expenses incurred or to be incurred by the Operator in anticipation of the advancement of funds under this Agreement shall be set forth in a budget for approval by the Commissioner on a form prescribed by the Commissioner, which shall include, but shall not be limited to, license fees, taxes, charges, employee payrolls and like expenses. The budget herein provided for shall be submitted no later than thirty (30) days following the execution of this Agreement and shall be supplemented from time to time so as to reflect such changes or additions as may become necessary or as requested by the Commissioner. The Operator shall submit such detailed supporting data as the Commissioner may request. Each expense item for which reimbursement is being claimed shall be designated as a reimbursable item on said budget. No expense item shall be reimbursed to the Operator unless approved by the Commissioner and the Independent Engineer.

C. *Compensation to Operator.*

For full and faithful performance of the provisions contained in this Agreement the Operator of Facility No. 64 shall be paid for the period of this Agreement 10.0% of all gross revenue collected.

D. *Settlement and reimbursement.*

The Operator's total fee and expense reimbursement shall be computed, finalized and settled for the entire period of this Agreement, specifically on the basis of actual results of the operation of the facility for the period covered by this Agreement, as determined by an examination of the books and records of the Operator by the City after the termination of said period; provided, however, that the City shall make monthly payments of fees and reimbursable expenses, with quarterly adjustments, which shall substantially cover the Operator's earned fees and actual reimbursable expenses for each month under the following procedure:

(1) It is estimated that the Operator's yearly management fee for Facility No. 64 will be approximately $1,000.00 and that the Operator's annual reimbursable expense will be approximately $12,500.00 making the total annual payment to the Operator to be approximately $13,500.00. The Operator shall receive a monthly reimbursement of one-twelfth of the total approximate yearly payment, or $1,125.00 on the tenth day of the following month for the first eleven months of the Agreement. The final settlement payment shall constitute the twelfth payment.

(2) At the end of the first three quarters of the period of this Agreement, the Operator shall submit to the City quarterly expense statements reflecting actual expenses incurred within each said quarter by the Operator for said facility. At the end of each quarter the Commissioner shall review actual management fees earned and expenses incurred and if, in his sole judgment, the estimated monthly reimbursement does not correctly reflect actual operations, he may appropriately adjust the monthly reimbursement to reflect actual operating conditions.

(3) At the end of the fourth quarter of the period of this Agreement, the Operator shall submit to the City the fourth quarterly reimbursable expense statement reflecting actual expenses incurred within said quarter. This quarterly statement, when combined with the three previously submitted quarterly statements, shall be used as the basis for computing the final settlement, subject to the aforementioned audit. Such audit shall be completed within 90 days after the expiration of this Agreement and final settlement shall be made within 120 days after the expiration of this Agreement.

In the event that parking rates for Facility No. 64 are increased and are to take effect at any time during the period of this Agreement, this Article XIX shall be subject to review, adjustment and renegotiation by and between the City and the Operator with respect to compensation, and supplemental agreement by and between said parties shall be drawn for the approval of the City Council and execution by the parties.

### Article XX.

*Collection of fees and charges.*

All parking fees and charges made and collected by the Operator and his employees under the terms of this Agreement shall be deposited daily with the armored car service referred to in Article XIX. B. hereof and said armored car service shall deposit said fees and charges for credit to such appropriate revenue account as shall be designated by the Commissioner, said procedure set forth in further detail in the Rules and Regulations promulgated by the Bureau of Parking. All such parking fees and charges shall be made pursuant to parking tickets supplied by the City, which shall be time stamped by the Operator and his employees in accordance with the Rules and Regulations hereinabove referred to, with the exception of monthly charges, otherwise provided for therein.

### Article XXI.

*Operator's records.*

The Operator shall keep accurate records, books and accounts in conformity with a system approved by the Commissioner and agrees to permit authorized personnel of the City to examine said records, books and accounts at any reasonable time as a matter of right.

### Article XXII.

*Vacation and abandonment of premises.*

A. If the Operator shall vacate, desert or abandon the premises and facility, or shall permit the same to remain vacated, deserted or abandoned for a period of ten (10) days, or if the Operator shall breach any covenant, promise or condition set forth in this Agreement, or if the Operator shall default in the payment of any rent or charges payable by him under this Agreement, or if the Operator shall sell, assign or mortgage this Agreement or any provision hereof, or if the Operator shall be in default with respect to his performance of any covenants, promises or conditions contained in this Agreement, or if the Operator shall fail to comply with any of the statutes, ordinances, rules, orders, regulations or requirements of the Federal, State and City government, or any and all of their departments and bureaus applicable or pertinent to said premises and facility, or in the event of the death or incapacity of the Operator, then the Operator's right to possession of the premises and facility thereupon shall cease and terminate, with or without any notice or demand whatsoever if the City so elects, but not otherwise. In such event or events hereinabove set forth, whether this Agreement shall be terminated or not, the Operator agrees to surrender to the City possession of the premises and facility immediately without notice to quit or demand for possession of the premises and facility whatsoever, and the Operator hereby grants to the City full and free license to enter into and upon said premises and facility, or any part thereof, to take possession thereof and expel and remove the Operator or any other person who may be occupying the premises and facility or any part thereof, without resort to courts for an order sanctioning such action, and the City may use force in expelling and removing the Operator and such other person as may be reasonably necessary to accomplish said purpose. It is agreed by the Operator that said entry of the premises and facility by the City shall not constitute a trespass or forcible entry or detainer, nor shall it cause forfeiture of charges due by virtue of the provisions of this Agreement, nor a waiver of any covenant, agreement or promise in this Agreement to be performed by the Operator.

B. The Operator hereby waives all notice of any election made by the City under this Agreement, demand for revenues or other charges reserved under this Agreement, notice to quit, demand for possession, and any and all notices and demands whatsoever, of every kind and nature, which may or shall be required by any statute of this State relating to forcible entry and detainer, or to landlord and tenant, or any other statute, or under the common law, during the term of this Agreement. The acceptance of any rents or charges reserved by the City under this Agreement, whether in a single instance or repeatedly, after they shall fall due, or after knowledge of any breach hereof by the Operator, or giving or making of any notice or demand, whether according to any statutory provisions or not, or any act or series of acts, except an express written waiver, shall not be construed as a waiver of the City's right to act without notice or demand or any other right hereby given the City, or as an election not to proceed under the provisions of this Agreement.

D. If the Operator shall file a petition in bankruptcy or shall be involuntarily placed in bankruptcy, or shall be adjudicated a bankrupt, or shall make an assignment for the benefit of creditors, or shall take advantage of any provisions in any statute or ordinance for the advantage of insolvent persons, the City may elect to terminate this Agreement and the term hereof and take immediate possession of the premises facility and appurtenances without notice.

E. In the event the City elects to terminate this Agreement because of a violation of any provisions of this Article, upon such termination the Operator shall compensate the City for any loss in revenue as may be sustained by reason of such termination and provision for such compensation shall be made a condition of the Performance Bond referred to in Article XVII of this Agreement.

F. It is further agreed by and between the parties that the rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

### Article XXIII.

*Costs, expenses and attorney's fees.*

The Operator agrees to pay and discharge all costs, expenses and attorney's fees which shall be incurred and expended by the City in enforcing the covenants, promises and conditions of this Agreement, whether by the institution of litigation or in taking of advice of counsel, or otherwise.

### Article XXIV.

*Notices.*

Notices to the City provided under this Agreement may be sent by registered mail, postage prepaid, addressed to the Commissioner of Streets and Sanitation, Room 707, City Hall, Chicago, Illinois, 60602, and notices to the Operator provided for in this Agreement may be sent by registered mail, postage prepaid, addressed to the Operator at: Henry C. Frenzel, 3100 West Lake Avenue, Glenview, Illinois, or in either case to such other respective parties and addresses as the parties hereto may designate in writing from time to time. Such notices shall be deemed to have been given when deposited in any United States Post Office.

### Article XXV.

*Construction of Agreement.*

It is agreed by and between the parties hereto that all general provisions, terms, phrases, and expressions shall be subject to rules of construction as will fully implement the true intent and meaning of the parties to this Agreement, including, but not limited to, the following:

A. Words importing the singular number may extend and be applied to several persons or things, and words importing the plural number may include the singular.

B. Words importing the masculine gender may be applied to the feminine gender and to impersonal legal entities.

C. The word "month" means a calendar month, and the word "year" means a calendar year, unless otherwise expressed.

### Article XXVI.

*City Council approval.*

This Agreement was authorized by the City Council of the City of Chicago, on the ............day of ........................ A.D. 19...... Council Journal page.......

In Witness Whereof, the parties hereto have caused this Agreement to be executed under their respective seals on the day and year first above written.

City of Chicago, a municipal corporation.
By: ..........................................
Commissioner of Streets and Sanitation
By: ..........................................
City Comptroller
Operator:
By: ..........................................
Title
By: ..........................................
Attest Title
(Corporate seal)
Approved:
..........................................
Independent Engineer
Approved as to form and legality, except as to property description and execution:
..........................................
Assistant Corporation Counsel

ACKNOWLEDGMENT BY PRINCIPAL IF AN INDIVIDUAL

State of Illinois }
} ss
County of Cook }

I, ..........................................., a Notary Public in and for the County and State aforesaid, Do Hereby Certify that ..................................................... who is personally known to me to be the same person whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial seal, this ................ day of ....................................... A.D. 1969.

..........................................
Notary Public
My Commission Expires..........

SECTION 2. This ordinance shall be effective from and after the date of its passage.

## Execution of Parking Facility Operator's Lease Agreement Authorized for Parking Facility No. 65.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on December 30, 1969, page 7349, recommending that the City Council pass a proposed ordinance transmitted with the committee's report [Proposed ordinance printed in Committee Pamphlet No. 19], to authorize execution of Parking Facility Operator's Lease Agreement for Parking Facility No. 65 for Year 1970.

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Singer, Fifielski, Kerwin, Wigoda, Sperling—39.

*Nays*—Aldermen Despres, Simon, Scholl, McCutcheon, Hoellen, O'Rourke—6.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Streets and Sanitation is hereby authorized and directed to execute on behalf of the City of Chicago, the City Comptroller to countersign, and the City Clerk to attest, upon approval of the Corporation Counsel as to form and legality, a Parking Facility Operator's Agreement between the City of Chicago and Henry C. Frenzel for Chicago Parking Facility No. 65 at No. 2630 N. Emmett Street. Said agreement is attached to this ordinance and made a part hereof, the same as if incorporated herein.

CITY OF CHICAGO
PARKING FACILITY
OPERATOR'S AGREEMENT

This Agreement, made this ........................ day of ..........................., A.D. 19...., between the City of Chicago, a municipal corporation of the State of Illinois (sometimes hereinafter referred to as "City"), and Henry C. Frenzel (sometimes hereinafter referred to as "Operator").

This Agreement Witnesseth:

That for and inconsideration of the mutual promises, covenants, terms and conditions, both general and special, as hereinafter set forth, the City hereby grants to the Operator the privileges hereinafter described and the Operator agrees to assume the duties, responsibilities, and obligations as hereinafter set forth, with respect to the premises and parking facility described as follows:

2630 North Emmett Street, Chicago, Illinois, known as City of Chicago Parking Facility No. 65.

This City of Chicago Parking Facility Operator's Agreement constitutes the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences shall be implied or impressed upon such Agreement that are not herein set forth.

The term of this Agreement shall be for the period of one (1) year beginning on the 1st day of January, 1970, and ending on the 31st day of December, 1970, unless said terms shall be sooner terminated as hereinafter provided.

### Article I.

*Definition of terms.*

A. "Bureau of Parking" means that agency of the City of Chicago, having management and control of the establishment, operation and maintenance of parking facilities.

B. "Commissioner" means the Commissioner of Streets and Sanitation of the City of Chicago, or any other official designated by the City Council to have administrative supervision over the Bureau of Parking.

C. "Operator" means any natural person, partnership, corporation, company or other legal entity who or which owns, controls, manages and directs the business of parking motor vehicles on public off-street parking lots, or in public off-street parking garages, or in other public off-street parking facilities.

### Article II.

*Assignment or transfer.*

The Operator shall not assign or transfer this Agreement nor any of the rights or privileges granted hereby, nor enter into any contract requiring or permitting the doing of any act hereunder by an independent contractor, unless otherwise expressly provided herein, without prior written approval signed by the Commissioner. If the Operator is a partnership or corporation or legal entity other than a natural person, and control of said entity changes at any time during the term hereof, the City may, at its option, deem and declare such change as a breach of this Agreement and take immediate possession of said premises and facility first hereinabove described. It is understood and agreed by and between the City and the Operator that nothing contained in this Agreement is intended or shall be construed as in any way creating or establishing the relationship of co-partners or joint venturers between the parties hereto.

### Article III.

*Present condition of premises.*

The Operator has examined the premises, facilities and appurtenances first hereinabove described, prior to and as a condition precedent to his acceptance and the execution of this Agreement, and is satisfied with the physical condition of said premises, and his taking possession shall constitute conclusive evidence of his receipt thereof in safe and sanitary condition, and in good order and repair, unless otherwise specified herein. The Operator agrees and admits that no representations as to condition or repair have been made by the City or its officers, employees or agents, which are not herein expressed or endorsed hereon, and that no promises to decorate, alter, repair or improve said premises, before, at or after the execution of this Agreement by the parties, not expressly contained herein, have been made by the City or its officers, employees or agents.

### Article IV.

*Future condition of premises.*

The Operator shall keep the premises, facility and appurtenances first hereinabove described in a safe, sanitary and sightly condition, and in good repair, and shall yield the same back to the City upon the termination of this Agreement in such condition and repair, ordinary wear and tear excepted. If said premises and facility shall not be so kept by the Operator, the City may enter the premises (without such entry constituting a termination of the privileges herein granted or an interference with the possession of or construction or other eviction from said premises and facility) and do all things necessary to restore said premises and facility to the condition herein required.

### Article V.

*Signs and advertising.*

The Operator shall not permit or place, post or cause to be placed or posted any sign, billboard, poster, advertising material or similar devices in view of the general public on, in or about the premises and facility without prior written approval signed by the Commissioner. Any such sign, billboard, poster, advertising material or similar devices not authorized by him may be removed by the City and all cost and expense resulting therefrom shall be charged to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses in addition to the rent and charges otherwise reserved in this Agreement. The City hereby reserves the right to erect and maintain such signs or billboards on the premises and facility, from time to time, as the Commissioner may deem advisable.

### Article VI.

*Alterations and additions.*

The Operator shall make no alterations or additions to the premises and facility first hereinabove described without the prior consent of the City as evidenced by approval in writing signed by the Commissioner. All alterations and additions shall remain as part of said premises and facility unless the City shall otherwise elect, as evidenced by prior approval in writing signed by the Commissioner. Said alterations and additions shall include, but are not limited to, locks, bolts and all fixtures.

### Article VII.

*Maintenance by Operator.*

The Operator agrees to maintain the premises and facility, advancing funds therefor, reimbursement being subject to all provisions of this Agreement, from day to day in good condition and repair and agrees to do all things necessary toward that end, particularly, but not limited to, the following:

A. Maintain all wheel stops and blocks.

B. Maintain and care for all planting.

C. Maintain all washrooms, toilets and rest rooms according to acceptable health standards.

D. Maintain the premises and facility in a clean, presentable condition, prevent accumulations of dirt, paper or trash of any kind upon the premises and facility.

E. Remove snow, ice and other obstructions from adjacent driveways and sidewalks. Said snow, ice and like debris to be removed shall not be placed upon the public ways or any portion thereof.

F. Make minor necessary repairs to plumbing, lighting and heating equipment. It is agreed by and between the parties that the Commissioner in his sole judgment shall determine whether a repair is minor or otherwise.

G. Advance payment for all utility services, including gas, heat, water and electricity, reimbursement being subject to all provisions of this Agreement.

Should the Operator fail to comply with any of the obligations listed above, the City may, after five (5) days notice to comply, in the event of non-compliance, enter upon said premises and take all steps necessary to insure compliance with the above obligations, in addition to other remedies set forth herein, charging the cost and expense of such entry and procedure to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses.

### Article VIII.

*Maintenance by City.*

The City agrees to maintain and pay for the following items of maintenance and equipment:

A. Maintain said facility in structural repair.

B. Make necessary major repairs to plumbing, lighting and heating.

C. Remove snow and ice, except from sidewalks and driveways.

D. Supply and maintain cash register.

E. Supply all parking tickets and other forms.

F. Supply and maintain pavement markings.

G. Supply electric light bulbs and replace said bulbs and fuses when necessary.

H. Maintain and replace all gates and barricades.

I. Maintain and keep in good working order the hoists, hoist equipment, lifts and elevators.

J. Maintain and keep in good working order all neon directional, informational, and advertising signs located in the interior or on the exterior of the facility.

### Article IX.

*Compliance with law; Liens.*

The Operator agrees to operate such facility as first hereinabove described in compliance at all times with this Agreement and all laws, statutes, ordinances and rules and regulations which are now in effect or which may be hereafter adopted, particularly, but not limited to, all rules and regulations of the Bureau of Parking, Department of Streets and Sanitation. The Operator agrees to keep premises, facility and appurtenances first hereinabove described free and clear of any and all liens in any way arising out of the Operator's use and maintenance thereof.

### Article X.

*Operation of facility.*

The Operator agrees to operate the facility subject to all provisions of this Agreement for the convenience of the public during the terms hereof and shall use and occupy the above premises solely for off-street parking of motor vehicles. The Operator shall use his best efforts to secure, maintain and develop the parking business conducted by him under the terms of this Agreement and to increase the same whenever and wherever possible and shall refrain from and prevent the diversion of any such parking business from the facility whenever possible.

### Article XI.

*Hours of operation.*

The Operator agrees to operate the facility twenty-four (24) hours a day, seven (7) days a week, holidays included. The actual hours of operation will be determined by the Commissioner and may be changed from time to time at his sole discretion. Such change shall take effect within forty-eight (48) hours, Sundays and holidays excluded, after written notice thereof is received by the Operator.

### Article XII.

*Vehicle parking.*

At no time shall the Operator remove or permit or cause to be removed from the premises and facility any vehicle placed thereon for parking purposes without the express consent of the owner or Operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator enter or drive, or permit or cause to be entered or driven, any vehicle which has been placed upon the premises for the purpose of self-parking, without the express consent of the owner or Operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator accept or cause to be accepted for parking any commercial vehicles, except with the prior written approval signed by the Commissioner. At no time shall the Operator permit or cause to be permitted the parking of any vehicle whatsoever on or in the premises and facility free of charge.

### Article XIII.

*Operator's employees.*

A. The Operator hereby agrees to select, employ and pay such personnel as may be required in the operation of the facility first hereinabove mentioned, unless otherwise specifically provided for in this Agreement. The Operator agrees further that in performing the covenants, promises and conditions under this Agreement, he shall not discriminate against any worker, employee or applicant, nor against any member of the public, on account of race, creed, color or national origin, nor otherwise commit an unfair employment practice.

B. The Operator agrees further to do or cause to be done the following:

1. To supervise, direct and manage the activities of his employees in such manner as to provide prompt, safe, efficient and courteous services as will be adequate to meet all reasonable demands for parking services on the premises and facility, and to provide a sufficient number of said employees as to enable such services to be provided at all times of the operation of said facility.
2. To cause and require all employees serving as attendants on the premises and facility to wear uniforms, caps and badges to be supplied by and at the expense of the Operator and to require said employees at all times to present a neat and clean appearance. The color and design of said uniforms, caps and badges shall be first approved in writing signed by the Commissioner.

### Article XIV.

*Insurance.*

A. The City, at the time or prior to the execution of this Agreement, agrees to furnish all the insurance required under this Agreement and this Article, to be paid from the revenues resulting from the operation of the facility first hereinabove described. All policies of insurance shall name the beneficiary as indicated below and shall be delivered to and held by the City Comptroller. Said insurance shall be placed only with such insurance companies as are approved from time to time by the City Comptroller.

B. Each such insurance policy as set forth in this Article shall contain a provision to the effect that said insurance cannot be cancelled unless the City Comptroller has been notified not less than thirty (30) days prior to the intended cancellation date.

C. In the event that any additional premiums or audits shall be required, the same shall be paid by the City of Chicago from the revenues resulting from the operation of said facility; any return premiums or audits shall be paid to the City of Chicago, for deposit into an appropriate revenue fund.

D. The insurance to be provided as set forth in this Article shall include the following coverages to be maintained during the life of this Agreement:

1. Workmen's Compensation and Occupational Disease Insurance in the names of the City and Operator as insured parties, covering all employees engaged in any work pursuant to this Agreement; liability coverage to be not less than $100,000.00.

2. Fire, Extended Coverage, Vandalism and Malicious Mischief, in the name of the City as the insured party, with not less than eighty (80) per cent of co-insurance on all buildings included in said facility; liability coverage to be not less than $5,000.00.

3. Not applicable to this contract.

4. Not applicable to this contract.

5. Garage Keeper's Legal Liability, Fire and Explosion, Theft of Automobile, and Combined Coverage, in the names of the City and Operator as insured parties, to include riot, civil commotion, vandalism and malicious mischief with a $25.00 deductible provision, and a $100.00 deductible provision for collision and upset.

6. Plate glass coverage, in the names of the City and Operator as insured parties, fully covering all plate glass of the facility.

7. Commercial Blanket Fidelity Bond, in the name of the Operator as the insured party, covering all employees; liability coverage to be not less than $25,000.00.

8. Broad Form Money and Securities Insurance, in the name of the Operator as the insured party, covering interior and exterior locations, if necessary, liability coverage to be not less than $500.00.

9. Comprehensive Public Liability and Property Damage Insurance, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries from any one accident; and $50,000.00 for property damage resulting from any one accident.

10. Owner's or Landlord's Protective Policy, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries resulting from any one accident; and $50,000.00 for property damage resulting from any one accident.

11. Not applicable to this contract.

### Article XV.

*Destruction of facilities.*

A. In the event the premises and facility or a part thereof shall become damaged or destroyed by fire, explosion, or other casualty, and if the Commissioner determines in his sole judgment that said damages can be repaired within a reasonable time, upon notification thereof, the Operator agrees to submit plans and specifications for approval by the Commissioner, which are necessary to restore the premises and facility to the condition which existed prior to said damage, and agrees to make all repairs according to said plans and specifications after approval by the Commissioner. Failure of the Operator to submit said plans and specifications to the Commissioner within ten (10) days after the casualty above described, or failure to commence said restoration work within five (5) days after the Operator has received the plans and specifications as approved by the Commissioner, or failure to complete such restoration work within a reasonable time, will constitute an abandonment by the Operator.

B. The cost of such repairs and restoration described in this Article shall be paid from the funds received by the City and Operator under insurance policies to the extent said costs are thereunder covered. Should any balance of costs remain which are not covered by said insurance policies, fifty (50) percent of said balance shall be paid by the City and fifty (50) percent shall be paid by the Operator.

C. Notwithstanding the foregoing provisions, in the event of a casualty described in Paragraph A of this Article, the Commissioner may elect, in his sole judgment, to consider said premises and facility beyond repair and refuse to permit the repair, reconstruction or restoration of said premises and facility, and upon written notice of said election from the Commissioner to the Operator within thirty (30) days from the date of said casualty, the obligation of the Operator to pay such rent and charges as are hereinafter reserved to the City shall cease and this Agreement shall thereupon terminate; provided, however, that all rents and charges theretofore accrued shall remain due and payable by the Operator forthwith.

### Article XVI.

*Indemnification.*

The Operator shall assume all risks incident to or in connection with the business to be conducted hereunder and shall be solely responsible for all accidents or injuries of whatsoever kind or nature as may be sustained by any persons or property and the Operator shall indemnify, defend and save harmless the City, its officers, agents and employees from any and all claims, suits, losses or damages arising from said accidents or injuries of whatsoever kind or nature, arising directly or indirectly out of the operation of said business, or resulting from the carelessness, negligence or improper conduct of the City, Operator or any of their officers, agents or employees. Said Operator shall also indemnify, defend and save harmless the City, its officers, agents and employees from any penalties for violation of any law, statute, ordinance or regulation affecting its operations.

### Article XVII.

*Operator's Performance Bond.*

The Operator shall deliver to the City at the time of or prior to the execution of this Agreement an approved Government Bond payable to bearer or the City of Chicago or, in lieu thereof, a Performance Bond approved by the City Comptroller and the Corporation Counsel in the amount of $1,000.00. Said bond shall be conditioned upon the full and faithful performance by the Operator of each and every covenant, promise, term, condition, undertaking and agreement set forth in this Agreement.

### Article XVIII.

*Parking Fees and charges.*

The Operator hereby agrees to charge for parking vehicles on the premises and facility first hereinabove described the following fees, rates and charges, during the term of this Agreement:

A. *Transient.*

| | |
|---|---|
| First half hour | $0.10 |
| Second half hour | 0.10 |
| Each hour thereafter | 0.10 |

B. *Monthly.*

| | |
|---|---|
| For each one-month period | $ 10.00 |
| Special space rental, per month | 100.00 |

C. It is understood and agreed that parking fees, rates and charges may be changed by the Commissioner when authorized and directed to do so by the City Council of the City of Chicago and the Operator agrees to make such changes when directed to do so by the Commissioner. Fees, rates and charges shall be put into effect within forty-eight (48) hours after written notification thereof has been given to the Operator by the Commissioner and shall remain in effect until changed by the Commissioner as herein provided.

### Article XIX.

*License fees, taxes and charges; budget; and compensation.*

A. *License fees, taxes and charges.*

The Operator shall advance all license fees, taxes and charges assessed under local ordinances and State and Federal statutes to the extent that they are applicable to the operation of the Facility. The Operator shall also secure armored car service for the daily collection of revenue from the Facility and advance payment for such services, the selection of the armored car service to be approved in writing by the Commissioner prior to the use thereof by the Operator.

B. *Budget.*

All expenses incurred or to be incurred by the Operator in anticipation of the advancement of funds under this Agreement shall be set forth in a budget for approval by the Commissioner on a form prescribed by the Commissioner, which shall include, but shall not be limited to, license fees, taxes, charges, employee payrolls and like expenses. The budget herein provided for shall be submitted no later than thirty (30) days following the execution of this Agreement and shall be supplemented from time to time so as to reflect such changes or additions as may become necessary or as requested by the Commissioner. The Operator shall submit such detailed supporting data as the Commissioner may request. Each expense item for which reimbursement is being claimed shall be designated as a reimbursable item on said budget. No expense item shall be reimbursed to the Operator unless approved by the Commissioner and the Independent Engineer.

C. *Compensation to Operator.*

For full and faithful performance of the provisions contained in this Agreement the Operator of Facility No. 65 shall be paid for the period of this Agreement 10.0% of all gross revenue collected.

D. *Settlement and reimbursement.*

The Operator's total fee and expense reimbursement shall be computed, finalized and settled for the entire period of this Agreement, specifically on the basis of actual results of the operation of the facility for the period covered by this Agreement, as determined by an examination of the books and records of the Operator by the City after the termination of said period: provided, however, that the City shall make monthly payments of fees and reimbursable expenses, with quarterly adjustments, which shall substantially cover the Operator's earned fees and actual reimbursable expenses for each month under the following procedure:

(1) It is estimated that the Operator's yearly management fee for Facility No. 65 will be approximately $960.00 and that the Operator's annual reimbursable expense will be approximately $12,000.00 making the total annual payment to the Operator to be approximately $12,960.00. The Operator shall receive a monthly reimbursement of one-twelfth of the total approximate yearly payment, or $1,080.00 on the tenth day of the following month for the first eleven months of the Agreement. The final settlement payment shall constitute the twelfth payment.

(2) At the end of the first three quarters of the period of this Agreement, the Operator shall submit to the City quarterly expense statements reflecting actual expenses incurred within each said quarter by the Operator for said facility. At the end of each quarter the Commissioner shall review actual management fees earned and expenses incurred and if, in his sole judgment, the estimated monthly reimbursement does not correctly reflect actual operations, he may appropriately adjust the monthly reimbursement to reflect actual operating conditions.

(3) At the end of the fourth quarter of the period of this Agreement, the Operator shall submit to the City the fourth quarterly reimbursable expense statement reflecting actual expenses incurred within said quarter. This quarterly statement, when combined with the three previously submitted quarterly statements, shall be used as the basis for computing the final settlement, subject to the aforementioned audit. Such audit shall be completed within 90 days after the expiration of this Agreement and final settlement shall be made within 120 days after the expiration of this Agreement.

In the event that parking rates for Facility No. 65 are increased and are to take effect at any time during the period of this Agreement, this Article XIX shall be subject to review, adjustmnet and renegotiation by and between the City and the Operator with respect to compensation, and supplemental agreement by and between said parties shall be drawn for the approval of the City Council and execution by the parties.

### Article XX.

*Collection of fees and charges.*

All parking fees and charges made and collected by the Operator and his employees under the terms of this Agreement shall be deposited daily with the armored car service referred to in Article XIX. B. hereof and said armored car service shall deposit said fees and charges for credit to such appropriate revenue account as shall be designated by the Commissioner, said procedure set forth in further detail in the Rules and Regulations promulgated by the Bureau of Parking. All such parking fees and charges shall be made pursuant to parking tickets supplied by the City, which shall be time stamped by the Operator and his employees in accordance with the Rules and Regulations hereinabove referred to, with the exception of monthly charges, otherwise provided for therein.

### Article XXI.

*Operator's records.*

The Operator shall keep accurate records, books and accounts in conformity with a system approved by the Commissioner and agrees to permit authorized personnel of the City to examine said records, books and accounts at any reasonable time as a matter of right.

### Article XXII.

*Vacation and abandonment of premises.*

A. If the Operator shall vacate, desert or abandon the premises and facility, or shall permit the same to remain vacated, deserted or abandoned for a period of ten (10) days, or if the Operator shall breach any covenant, promise or condition set forth in this Agreement, or if the Operator shall default in the payment of any rent or charges payable by him under this Agreement, or if the Operator shall sell, assign or mortgage this Agreement or any provision hereof, or if the Operator shall be in default with respect to his performance of any covenants, promises or conditions contained in this Agreement, or if the Operator shall fail to comply with any of the statutes, ordinances, rules, orders, regulations or requirements of the Federal, State and City government, or any and all of their departments and bureaus applicable or pertinent to said premises and facility, or in the event of the death or incapacity of the Operator, then the Operator's right to possession of the premises and facility thereupon shall cease and terminate, with or without any notice or demand whatsoever if the City so elects, but not otherwise. In such event or events hereinabove set forth, whether this Agreement shall be terminated or not, the Operator agrees to surrender to the City possession of the premises and facility immediately without notice to quit or demand for possession of the premises and facility whatsoever, and the Operator hereby grants to the City full and free license to enter into and upon said premises and facility, or any part thereof, to take possession thereof and expel and remove the Operator or any other person who may be occupying the premises and facility or any part thereof, without resort to courts for an order sanctioning such action, and the City may use force in expelling and removing the Operator and such other person as may be reasonably necessary to accomplish said purpose. It is agreed by the Operator that said entry of the premises and facility by the City shall not constitute a trespass or forcible entry or detainer, nor shall it cause forfeiture of charges due by virtue of the provisions of this Agreement, nor a waiver of any covenant, agreement or promise in this Agreement to be performed by the Operator.

B. The Operator hereby waives all notice of any election made by the City under this Agreement, demand for revenues or other charges reserved under this Agreement, notice to quit, demand for possession, and any and all notices and demands whatsoever, of every kind and nature, which may or shall be required by any statute of this State relating to forcible entry and detainer, or to landlord and tenant, or any other statute, or under the common law, during the term of this Agreement. The acceptance of any rents or charges reserved by the City under this Agreement, whether in a single instance or repeatedly, after they shall fall due, or after knowledge of any breach hereof by the Operator, or giving or making of any notice or demand, whether according to any statutory provisions or not, or any act or series of acts, except an express written waiver, shall not be construed as a waiver of the City's right to act without notice or demand or any other right hereby given the City, or as an election not to proceed under the provisions of this Agreement.

D. If the Operator shall file a petition in bankruptcy or shall be involuntarily placed in bankruptcy, or shall be adjudicated a bankrupt, or shall make an assignment for the benefit of creditors, or shall take advantage of any provisions in any statute or ordinance for the advantage of insolvent persons, the City may elect to terminate this Agreement and the term hereof and take immediate possession of the premises, facility and appurtenances without notice.

E. In the event the City elects to terminate this Agreement because of a violation of any provisions of this Article, upon such termination the Operator shall compensate the City for any loss in revenue as may be sustained by reason of such termination and provision for such compensation shall be made a condition of the Performance Bond referred to in Article XVII of this Agreement.

F. It is further agreed by and between the parties that the rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

## Article XXIII.

*Costs, expenses and attorney's fees.*

The Operator agrees to pay and discharge all costs, expenses and attorney's fees which shall be incurred and expended by the City in enforcing the covenants, promises and conditions of this Agreement, whether by the institution of litigation or in taking of advice of counsel, or otherwise.

## Article XXIV.

*Notices.*

Notices to the City provided under this Agreement may be sent by registered mail, postage prepaid, addressed to the Commissioner of Streets and Sanitation, Room 707, City Hall, Chicago, Illinois, 60602, and notices to the Operator provided for in this Agreement may be sent by registered mail, postage prepaid, addressed to the Operator at: Henry C. Frenzel, 3100 West Lake Avenue, Glenview, Illinois, or in either case to such other respective parties and addresses as the parties hereto may designate in writing from time to time. Such notices shall be deemed to have been given when deposited in any United States Post Office.

## Article XXV.

*Construction of Agreement.*

It is agreed by and between the parties hereto that all general provisions, terms, phrases, and expressions shall be subject to rules of construction as will fully implement the true intent and meaning of the parties to this Agreement, including, but not limited to, the following:

A. Words importing the singular number may extend and be applied to several persons or things, and words importing the plural number may include the singular.

B. Words importing the masculine gender may be applied to the feminine gender and to impersonal legal entities.

C. The word "month" means a calendar month, and the word "year" means a calendar year, unless otherwise expressed.

## Article XXVI.

*City Council approval.*

This Agreement was authorized by the City Council of the City of Chicago, on the ............day of ....................... A.D. 19...... Council Journal page.......

In Witness Whereof, the parties hereto have caused this Agreement to be executed under their respective seals on the day and year first above written.

City of Chicago, a municipal corporation.
By: ........................................
Commissioner of Streets and Sanitation
By: ........................................
City Comptroller
Operator:
By: ........................................
Title

By: ..........................................
Attest Title
(Corporate seal)
Approved:

..........................................
Independent Engineer

Approved as to form and legality, except as to property description and execution:

..........................................
Assistant Corporation Counsel

ACKNOWLEDGMENT BY PRINCIPAL IF AN INDIVIDUAL

State of Illinois }
} ss
County of Cook }

I, .........................................., a Notary Public in and for the County and State aforesaid, Do Hereby Certify that .................................................... who is personally known to me to be the same person whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial seal, this ................ day of ...................................... A.D. 1969.

..........................................
Notary Public
My Commission Expires..........

SECTION 2. This ordinance shall be effective from and after the date of its passage.

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## Execution of Parking Facility Operator's Lease Agreement Authorized for Parking Facility No. 66.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on December 30, 1969, page 7349, recommending that the City Council pass a proposed ordinance transmitted with the committee's report [Proposed ordinance printed in Committee Pamphlet No. 19], to authorize execution of Parking Facility Operator's Lease Agreement for Parking Facility No. 66 for Year 1970.

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Singer, Fifielski, Kerwin, Wigoda, Sperling—39.

*Nays*—Aldermen Despres, Simon, Scholl, McCutcheon, Hoellen, O'Rourke—6.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Streets and Sanitation is hereby authorized and directed to execute on behalf of the City of Chicago, the City Comptroller to countersign, and the City Clerk to attest, upon approval of the Corporation Counsel as to form and legality, a Parking Facility Operator's Agreement between the City of Chicago and Henry C. Frenzel for Chicago Parking Facility No. 66 at No. 2512 N. Willets Court. Said agreement is attached to this ordinance and made a part hereof, the same as if incorporated herein.

### CITY OF CHICAGO
### PARKING FACILITY
### OPERATOR'S AGREEMENT

This Agreement, made this ........................ day of ..............................., A.D. 19...., between the City of Chicago, a municipal corporation of the State of Illinois (sometimes hereinafter referred to as "City"), and Henry C. Frenzel (sometimes hereinafter referred to as "Operator").

This Agreement Witnesseth:

That for and in consideration of the mutual promises, covenants, terms and conditions, both general and special, as hereinafter set forth, the City hereby grants to the Operator the privileges hereinafter described and the Operator agrees to assume the duties, responsibilities, and obligations as hereinafter set forth, with respect to the premises and parking facility described as follows:

> 2512 North Willets Court, Chicago, Illinois, known as City of Chicago Parking Facility No. 66.

This City of Chicago Parking Facility Operator's Agreement constitutes the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences shall be implied or impressed upon such Agreement that are not herein set forth.

The term of this Agreement shall be for the period of one (1) year beginning on the 1st day of January, 1970, and ending on the 31st day of December, 1970, unless said terms shall be sooner terminated as hereinafter provided.

### Article I.

*Definition of terms.*

A. "Bureau of Parking" means that agency of the City of Chicago, having management and control of the establishment, operation and maintenance of parking facilities.

B. "Commissioner" means the Commissioner of Streets and Sanitation of the City of Chicago, or any other official designated by the City Council to have administrative supervision over the Bureau of Parking.

C. "Operator" means any natural person, partnership, corporation, company or other legal entity who or which owns, controls, manages and directs the business of parking motor vehicles on public off-street parking lots, or in public off-street parking garages, or in other public off-street parking facilities.

### Article II.

*Assignment or transfer.*

The Operator shall not assign or transfer this Agreement nor any of the rights or privileges granted hereby, nor enter into any contract requiring or permitting the doing of any act hereunder by an independent contractor, unless otherwise expressly provided herein, without prior written approval signed by the Commissioner. If the Operator is a partnership or corporation or legal entity other than a natural person, and control of said entity changes at any time during the term hereof, the City may, at its option, deem and declare such change as a breach of this Agreement and take immediate possession of said premises and facility first hereinabove described. It is understood and agreed by and between the City and the Operator that nothing contained in this Agreement is intended or shall be construed as in any way creating or establishing the relationship of co-partners or joint venturers between the parties hereto.

### Article III.

*Present condition of premises.*

The Operator has examined the premises, facilities and appurtenances first hereinabove described, prior to and as a condition precedent to his acceptance and the execution of this Agreement, and is satisfied with the physical condition of said premises, and his taking possession shall constitute conclusive evidence of his receipt thereof in safe and sanitary condition, and in good order and repair, unless otherwise specified herein. The Operator agrees and admits that no representations as to condition or repair have been made by the City or its officers, employees or agents, which are not herein expressed or endorsed hereon, and that no promises to decorate, alter, repair or improve said premises, before, at or after the execution of this Agreement by the parties, not expressly contained herein, have been made by the City or its officers, employees or agents.

### Article IV.

*Future condition of premises.*

The Operator shall keep the premises, facility and appurtenances first hereinabove described in a safe, sanitary and sightly condition, and in good repair, and shall yield the same back to the City upon the termination of this Agreement in such condition and repair, ordinary wear and tear excepted. If said premises and facility shall not be so kept by the Operator, the City may enter the premises (without such entry constituting a termination of the privileges herein granted or an interference with the possession of or construction or other eviction from said premises and facility) and do all things necessary to restore said premises and facility to the condition herein required.

### Article V.

*Signs and advertising.*

The Operator shall not permit or place, post or cause to be placed or posted any sign, billboard, poster, advertising material or similar devices in view of the general public on, in or about the premises and facility without prior written approval signed by the Commissioner. Any such sign, billboard, poster, advertising material or similar devices not authorized by him may be removed by the City and all cost and expense resulting therefrom shall be charged to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses in addition to the rent and charges otherwise reserved in this Agreement. The City hereby reserves the right to erect and maintain such signs or billboards on the premises and facility, from time to time, as the Commissioner may deem advisable.

### Article VI.

*Alterations and additions.*

The Operator shall make no alterations or additions to the premises and facility first hereinabove described without the prior consent of the City as evidenced by approval in writing signed by the Commissioner. All alterations and additions shall remain as part of said premises and facility unless the City shall otherwise elect, as evidenced by prior approval in writing signed by the Commissioner. Said alterations and additions shall include, but are not limited to, locks, bolts and all fixtures.

### Article VII.

*Maintenance by Operator.*

The Operator agrees to maintain the premises and facility, advancing funds therefor, reimbursement being subject to all provisions of this Agreement, from day to day in good condition and repair and agrees to do all things necessary toward that end, particularly, but not limited to, the following:

A. Maintain all wheel stops and blocks.

B. Maintain and care for all planting.

C. Maintain all washrooms, toilets and rest rooms according to acceptable health standards.

D. Maintain the premises and facility in a clean, presentable condition, prevent accumulations of dirt, paper or trash of any kind upon the premises and facility.

E. Remove snow, ice and other obstructions from adjacent driveways and sidewalks. Said snow, ice and like debris to be removed shall not be placed upon the public ways or any portion thereof.

F. Make minor necessary repairs to plumbing, lighting and heating equipment. It is agreed by and between the parties that the Commissioner in his sole judgment shall determine whether a repair is minor or otherwise.

G. Advance payment for all utility services, including gas, heat, water and electricity, reimbursement being subject to all provisions of this Agreement.

Should the Operator fail to comply with any of the obligations listed above, the City may, after five (5) days notice to comply, in the event of non-compliance, enter upon said premises and take all steps necessary to insure compliance with the above obligations, in addition to other remedies set forth herein, charging the cost and expense of such entry and procedure to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses.

### Article VIII.

*Maintenance by City.*

The City agrees to maintain and pay for the following items of maintenance and equipment:

A. Maintain said facility in structural repair.

B. Make necessary major repairs to plumbing, lighting and heating.

C. Remove snow and ice, except from sidewalks and driveways.

D. Supply and maintain cash register.

E. Supply all parking tickets and other forms.

F. Supply and maintain pavement markings.

G. Supply electric light bulbs and replace said bulbs and fuses when necessary.

H. Maintain and replace all gates and barricades.

I. Maintain and keep in good working order the hoists, hoist equipment, lifts and elevators.

J. Maintain and keep in good working order all neon directional, informational, and advertising signs located in the interior or on the exterior of the facility.

### Article IX.

*Compliance with law; Liens.*

The Operator agrees to operate such facility as first hereinabove described in compliance at all times with this Agreement and all laws, statutes, ordinances and rules and regulations which are now in effect or which may be hereafter adopted, particularly, but not limited to, all rules and regulations of the Bureau of Parking, Department of Streets and Sanitation. The Operator agrees to keep premises, facility and appurtenances first hereinabove described free and clear of any and all liens in any way arising out of the Operator's use and maintenance thereof.

### Article X.

*Operation of facility.*

The Operator agrees to operate the facility subject to all provisions of this Agreement for the convenience of the public during the terms hereof and shall use and occupy the above premises solely for off-street parking of motor vehicles. The Operator shall use his best efforts to secure, maintain and develop the parking business conducted by him under the terms of this Agreement and to increase the same whenever and wherever possible, and shall refrain from and prevent the diversion of any such parking business from the facility whenever possible.

### Article XI.

*Hours of operation.*

The Operator agrees to operate the facility twenty-four (24) hours a day, seven (7) days a week, holidays included. The actual hours of operation will be determined by the Commissioner and may be changed from time to time at his sole discretion. Such change shall take effect within forty-eight (48) hours, Sundays and holidays excluded, after written notice thereof is received by the Operator.

### Article XII.

*Vehicle parking.*

At no time shall the Operator remove or permit or cause to be removed from the premises and facility any vehicle placed thereon for parking purposes without the express consent of the owner or Operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator enter or drive, or permit or cause to be entered or driven, any vehicle which has been placed upon the premises for the purpose of self-parking, without the express consent of the owner or Operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator accept or cause to be accepted for parking any commercial vehicles, except with the prior written approval signed by the Commissioner. At no time shall the Operator permit or cause to be permitted the parking of any vehicle whatsoever on or in the premises and facility free of charge.

### Article XIII.

*Operator's employees.*

A. The Operator hereby agrees to select, employ and pay such personnel as may be required in the operation of the facility first hereinabove mentioned, unless otherwise specifically provided for in this Agreement. The Operator agrees further that in performing the covenants, promises and conditions under this Agreement, he shall not discriminate against any worker, employee or applicant, nor against any member of the public, on account of race, creed, color or national origin, nor otherwise commit an unfair employment practice.

B. The Operator agrees further to do or cause to be done the following:

1. To supervise, direct and manage the activities of his employees in such manner as to provide prompt, safe, efficient and courteous services as will be adequate to meet all reasonable demands for parking services on the premises and facility, and to provide a sufficient number of said employees as to enable such services to be provided at all times of the operation of said facility.
2. To cause and require all employees serving as attendants on the premises and facility to wear uniforms, caps and badges to be supplied by and at the expense of the Operator and to require said employees at all times to present a neat and clean appearance. The color and design of said uniforms, caps and badges shall be first approved in writing signed by the Commissioner.

### Article XIV.

*Insurance.*

A. The City, at the time or prior to the execution of this Agreement, agrees to furnish all the insurance required under this Agreement and this Article, to be paid from the revenues resulting from the operation of the facility first hereinabove described. All policies of insurance shall name the beneficiary as indicated below and shall be delivered to and held by the City Comptroller. Said insurance shall be placed only with such insurance companies as are approved from time to time by the City Comptroller.

B. Each such insurance policy as set forth in this Article shall contain a provision to the effect that said insurance cannot be cancelled unless the City Comptroller has been notified not less than thirty (30) days prior to the intended cancellation date.

C. In the event that any additional premiums or audits shall be required, the same shall be paid by the City of Chicago from the revenues resulting from the operation of said facility; any return premiums or audits shall be paid to the City of Chicago, for deposit into an appropriate revenue fund.

D. The insurance to be provided as set forth in this Article shall include the following coverages to be maintained during the life of this Agreement:

1. Workmen's Compensation and Occupational Disease Insurance in the names of the City and Operator as insured parties, covering all employees engaged in any work pursuant to this Agreement; liability coverage to be not less than $100,000.00.

2. Not applicable to this contract.

3. Not applicable to this contract.

4. Not applicable to this contract.

5. Garage Keeper's Legal Liability, Fire and Explosion, Theft of Automobile, and Combined Coverage, in the names of the City and Operator as insured parties, to include riot, civil commotion, vandalism and malicious mischief with a $25.00 deductible provision, and a $100.00 deductible provision for collision and upset.

6. Plate glass coverage, in the names of the City and Operator as insured parties, fully covering all plate glass of the facility.

7. Commercial Blanket Fidelity Bond, in the name of the Operator as the insured party, covering all employees; liability coverage to be not less than $25,000.00.

8. Broad Form Money and Securities Insurance, in the name of the Operator as the insured party, covering interior and exterior locations, if necessary, liability coverage to be not less than $500.00.

9. Comprehensive Public Liability and Property Damage Insurance, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries from any one accident; and $50,000.00 for property damage resulting from any one accident.

10. Owner's or Landlord's Protective Policy, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries resulting from any one accident; and $50,000.00 for property damage resulting from any one accident.

11. Not applicable to this contract.

### Article XV.

*Destruction of facilities.*

A. In the event the premises and facility or a part thereof shall become damaged or destroyed by fire, explosion, or other casualty, and if the Commissioner determines in his sole judgment that said damages can be repaired within a reasonable time, upon notification thereof, the Operator agrees to submit plans and specifications for approval by the Commissioner, which are necessary to restore the premises and facility to the condition which existed prior to said damage, and agrees to make all repairs according to said plans and specifications after approval by the Commissioner. Failure of the Operator to submit said plans and specifications to the Commissioner within ten (10) days after the casualty above described, or failure to commence said restoration work within five (5) days after the Operator has received the plans and specifications as approved by the Commissioner, or failure to complete such restoration work within a reasonable time, will constitute an abandonment by the Operator.

B. The cost of such repairs and restoration described in this Article shall be paid from the funds received by the City and Operator under insurance policies to the extent said costs are thereunder covered. Should any balance of costs remain which are not covered by said insurance policies, fifty (50) percent of said balance shall be paid by the City and fifty (50) percent shall be paid by the Operator.

C. Notwithstanding the foregoing provisions, in the event of a casualty described in Paragraph A of this Article, the Commissioner may elect, in his sole judgment, to consider said premises and facility beyond repair and refuse to permit the repair, reconstruction or restoration of said premises and facility, and upon written notice of said election from the Commissioner to the Operator within thirty (30) days from the date of said casualty, the obligation of the Operator to pay such rent and charges as are hereinafter reserved to the City shall cease and this Agreement shall thereupon terminate; provided, however, that all rents and charges theretofore accrued shall remain due and payable by the Operator forthwith.

### Article XVI.

*Indemnification.*

The Operator shall assume all risks incident to or in connection with his business to be conducted hereunder and shall be solely responsible for all accidents or injuries of whatsoever kind or nature as may be sustained by any persons or property and the Operator shall indemnify, defend and save harmless the City, its officers, agents and employees from any and all claims, suits, losses or damages arising from said accidents or injuries of whatsoever kind or nature, arising directly or indirectly out of the operation of said business, or resulting from the carelessness, negligence or improper conduct of the City, Operator or any of their officers, agents or employees. Said Operator shall also indemnify, defend and save harmless the City, its officers, agents and employees from any penalties for violation of any law, statute, ordinance or regulation affecting its operations.

### Article XVII.

*Operator's Performance Bond.*

The Operator shall deliver to the City at the time of or prior to the execution of this Agreement an approved Government Bond payable to bearer or the City of Chicago or, in lieu thereof, a Performance Bond approved by the City Comptroller and the Corporation Counsel in the amount of $500.00. Said bond shall be conditioned upon the full and faithful performance by the Operator of each and every covenant, promise, term, condition, undertaking and agreement set forth in this Agreement.

### Article XVIII.

*Parking Fees and charges.*

The Operator hereby agrees to charge for parking vehicles on the premises and facility first hereinabove described the following fees, rates and charges, during the term of this Agreement:

A. *Transient.*

| | |
|---|---|
| First twenty minutes | $0.05 |
| Second twenty minutes | 0.05 |
| Third twenty minutes | 0.05 |
| Second hour | 0.10 |
| Each hour thereatfer | 0.15 |

B. *Monthly.*

| | |
|---|---|
| For each one-month period | $ 10.00 |
| Special space rentals, per month | 200.00 |

C. It is understood and agreed that parking fees, rates and charges may be changed by the Commissioner when authorized and directed to do so by the City Council of the City of Chicago and the Operator agrees to make such changes when directed to do so by the Commissioner. Fees, rates and charges shall be put into effect within forty-eight (48) hours after written notification thereof has been given to the Operator by the Commissioner and shall remain in effect until changed by the Commissioner as herein provided.

### Article XIX.

*License fees, taxes and charges; budget; and compensation.*

A. *License fees, taxes and charges.*

The Operator shall advance all license fees, taxes and charges assessed under local ordinances and State and Federal statutes to the extent that they are applicable to the operation of the Facility. The Operator shall also secure armored car service for the daily collection of revenue from the Facility and advance payment for such services, the selection of the armored car service to be approved in writing by the Commissioner prior to the use thereof by the Operator.

B. *Budget.*

All expenses incurred or to be incurred by the Operator in anticipation of the advancement of funds under this Agreement shall be set forth in a budget for approval by the Commissioner on a form prescribed by the Commissioner, which shall include, but shall not be limited to, license fees, taxes, charges, employee payrolls and like expenses. The budget herein provided for shall be submitted no later than thirty (30) days following the execution of this Agreement and shall be supplemented from time to time so as to reflect such changes or additions as may become necessary or as requested by the Commissioner. The Operator shall submit such detailed supporting data as the Commissioner may request. Each expense item for which reimbursement is being claimed shall be designated as a reimbursable item on said budget. No expense item shall be reimbursed to the Operator unless approved by the Commissioner and the Independent Engineer.

C. *Compensation to Operator.*

For full and faithful performance of the provisions contained in this Agreement the Operator of Facility No. 66 shall be paid for the period of this Agreement 10.0% of all gross revenue collected.

D. *Settlement and reimbursement.*

The Operator's total fee and expense reimbursement shall be computed, finalized and settled for the entire period of this Agreement, specifically on the basis of actual results of the operation of the facility for the period covered by this Agreement, as determined by an examination of the books and records of the Operator by the City after the termination of said period; provided, however, that the City shall make monthly payments of fees and reimbursable expenses, with quarterly adjustments, which shall substantially cover the Operator's earned fees and actual reimbursable expenses for each month under the following procedure:

(1) It is estimated that the Operator's yearly management fee for Facility No. 66 will be approximately $270.00 and that the Operator's annual reimbursable expense will be approximately $3,270.00 making the total annual payment to the Operator to be approximately $3,540.00. The Operator shall receive a monthly reimbursement of one-twelfth of the total approximate yearly payment, or $295.00 on the tenth day of the following month for the first eleven months of the Agreement. The final settlement payment shall constitute the twelfth payment.

(2) At the end of the first three quarters of the period of this Agreement, the Operator shall submit to the City quarterly expense statements reflecting actual expenses incurred within each said quarter by the Operator for said facility. At the end of each quarter the Commissioner shall review actual management fees earned and expenses incurred and if, in his sole judgment, the estimated monthly reimbursement does not correctly reflect actual operations, he may appropriately adjust the monthly reimbursement to reflect actual operating conditions.

(3) At the end of the fourth quarter of the period of this Agreement, the Operator shall submit to the City the fourth quarterly reimbursable expense statement reflecting actual expenses incurred within said quarter. This quarterly statement, when combined with the three previously submitted quarterly statements, shall be used as the basis for computing the final settlement, subject to the aforementioned audit. Such audit shall be completed within 90 days after the expiration of this Agreement and final settlement shall be made within 120 days after the expiration of this Agreement.

In the event that parking rates for Facility No. 66 are increased and are to take effect at any time during the period of this Agrement, this Article XIX shall be subject to review, adjustment and renegotiation by and between the City and the Operator with respect to compensation, and supplemental agreement by and between said parties shall be drawn for the approval of the City Councitl and execution by the parties.

### Article XX.

*Collection of fees and charges.*

All parking fees and charges made and collected by the Operator and his employees under the terms of this Agreement shall be deposited daily with the armored car service referred to in Article XIX. B. hereof and said armored car service shall deposit said fees and charges for credit to such appropriate revenue account as shall be designated by the Commissioner, said procedure set forth in further detail in the Rules and Regulations promulgated by the Bureau of Parking. All such parking fees and charges shall be made pursuant to parking tickets supplied by the City, which shall be time stamped by the Operator and his employees in accordance with the Rules and Regulations hereinabove referred to, with the exception of monthly charges, otherwise provided for therein.

### Article XXI.

*Operator's records.*

The Operator shall keep accurate records, books and accounts in conformity with a system approved by the Commissioner and agrees to permit authorized personnel of the City to examine said records, books and accounts at any reasonable time as a matter of right.

### Article XXII.

*Vacation and abandonment of premises.*

A. If the Operator shall vacate, desert or abandon the premises and facility, or shall permit the same to remain vacated, deserted or abandoned for a period of ten (10) days, or if the Operator shall breach any covenant, promise or condition set forth in this Agreement, or if the Operator shall default in the payment of any rent or charges payable by him under this Agreement, or if the Operator shall sell, assign or mortgage this Agreement or any provision hereof, or if the Operator shall be in default with respect to his performance of any covenants, promises or conditions contained in this Agreement, or if the Operator shall fail to comply with any of the statutes, ordinances, rules, orders, regulations or requirements of the Federal, State and City government, or any and all of their departments and bureaus applicable or pertinent to said premises and facility, or in the event of the death or incapacity of the Operator, then the Operator's right to possession of the premises and facility thereupon shall cease and terminate, with or without any notice or demand whatsoever if the City so elects, but not otherwise. In such event or events hereinabove set forth, whether this Agreement shall be terminated or not, the Operator agrees to surrender to the City possession of the premises and facility immediately without notice to quit or demand for possession of the premises and facility whatsoever, and the Operator hereby grants to the City full and free license to enter into and upon said premises and facility, or any part thereof, to take possession thereof and expel and remove the Operator or any other person who may be occupying the premises and facility or any part thereof, without resort to courts for an order sanctioning such action, and the City may use force in expelling and removing the Operator and such other person as may be reasonably necessary to accomplish said purpose. It is agreed by the Operator that said entry of the premises and facility by the City shall not constitute a trespass or forcible entry or detainer, nor shall it cause forfeiture of charges due by virtue of the provisions of this Agreement, nor a waiver of any covenant, agreement or promise in this Agreement to be performed by the Operator.

B. The Operator hereby waives all notice of any election made by the City under this Agreement, demand for revenues or other charges reserved under this Agreement, notice to quit, demand for possession, and any and all notices and demands whatsoever, of every kind and nature, which may or shall be required by any statute of this State relating to forcible entry and detainer, or to landlord and tenant, or any other statute, or under the common law, during the term of this Agreement. The acceptance of any rents or charges reserved by the City under this Agreement, whether in a single instance or repeatedly, after they shall fall due, or after knowledge of any breach hereof by the Operator, or giving or making of any notice or demand, whether according to any statutory provisions or not, or any act or series of acts, except an express written waiver, shall not be construed as a waiver of the City's right to act without notice or demand or any other right hereby given the City, or as an election not to proceed under the provisions of this Agreement.

D. If the Operator shall file a petition in bankruptcy or shall be involuntarily placed in bankruptcy, or shall be adjudicated a bankrupt, or shall make an assignment for the benefit of creditors, or shall take advantage of any provisions in any statute or ordinance for the advantage of insolvent persons, the City may elect to terminate this Agreement and the term hereof and take immediate possession of the premises, facility and appurtenances without notice.

E. In the event the City elects to terminate this Agreement because of a violation of any provisions of this Article, upon such termination the Operator shall compensate the City for any loss in revenue as may be sustained by reason of such termination and provision for such compensation shall be made a condition of the Performance Bond referred to in Article XVII of this Agreement.

F. It is further agreed by and between the parties that the rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

## Article XXIII.

*Costs, expenses and attorney's fees.*

The Operator agrees to pay and discharge all costs, expenses and attorney's fees which shall be incurred and expended by the City in enforcing the covenants, promises and conditions of this Agreement, whether by the institution of litigation or in taking of advice of counsel, or otherwise.

## Article XXIV.

*Notices.*

Notices to the City provided under this Agreement may be sent by registered mail, postage prepaid, addressed to the Commissioner of Streets and Sanitation, Room 707, City Hall, Chicago, Illinois 60602, and notices to the Operator provided for in this Agreement may be sent by registered mail, postage prepaid, addressed to the Operator at: Henry C. Frenzel, 3100 West Lake Avenue, Glenview, Illinois, or in either case to such other respective parties and addresses as the parties hereto may designate in writing from time to time. Such notices shall be deemed to have been given when deposited in any United States Post Office.

## Article XXV.

*Construction of Agreement.*

It is agreed by and between the parties hereto that all general provisions, terms, phrases, and expressions shall be subject to rules of construction as will fully implement the true intent and meaning of the parties to this Agreement, including, but not limited to, the following:

A. Words importing the singular number may extend and be applied to several persons or things, and words importing the plural number may include the singular.

B. Words importing the masculine gender may be applied to the feminine gender and to impersonal legal entities.

C. The word "month" means a calendar month, and the word "year" means a calendar year, unless otherwise expressed.

## Article XXVI.

*City Council approval.*

This Agreement was authorized by the City Council of the City of Chicago, on the ............day of ........................ A.D. 19...... Council Journal page.......

In Witness Whereof, the parties hereto have caused this Agreement to be executed under their respective seals on the day and year first above written.

City of Chicago, a municipal corporation.
By: ........................................
Commissioner of Streets and Sanitation
By: ........................................
City Comptroller
Operator:
By: ........................................
Title
By: ........................................
Attest Title
(Corporate seal)
Approved:
................................................
Independent Engineer
Approved as to form and legality, except as to property description and execution:
................................................
Assistant Corporation Counsel

ACKNOWLEDGMENT BY PRINCIPAL IF AN INDIVIDUAL

State of Illinois }
}ss
County of Cook }

I, ........................................, a Notary Public in and for the County and State aforesaid, Do Hereby Certify that .................................................. who is personally known to me to be the same person whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial seal, this ............... day of ...................................... A.D. 1969.

.....................................................

Notary Public

My Commission Expires..........

SECTION 2. This ordinance shall be effective from and after the date of its passage.

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## Execution of Parking Facility Operator's Lease Agreement Authorized for Parking Facility No. 67.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on December 30, 1969, page 7349, recommending that the City Council pass a proposed ordinance transmitted with the committee's report [Proposed ordinance printed in Committee Pamphlet No. 19], to authorize execution of Parking Facility Operator's Lease Agreement for Parking Facility No. 67 for Year 1970.

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Singer, Fifielski, Kerwin, Wigoda, Sperling—39.

*Nays*—Aldermen Despres, Simon, Scholl, McCutcheon, Hoellen, O'Rourke—6.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Streets and Sanitation is hereby authorized and directed to execute on behalf of the City of Chicago, the City Comptroller to countersign, and the City Clerk to attest, upon approval of the Corporation Counsel as to form and legality, a Parking Facility Operator's Agreement between the City of Chicago and Henry C. Frenzel for Chicago Parking Facility No. 67 at No. 2646 N. Kimball Avenue. Said agreement is attached to this ordinance and made a part hereof, the same as if incorporated herein.

### CITY OF CHICAGO
### PARKING FACILITY
### OPERATOR'S AGREEMENT

This Agreement, made this ........................ day of ..................................., A.D. 19......, between the City of Chicago, a municipal corporation of the State of Illinois (sometimes hereinafter referred to as "City"), and Henry C. Frenzel (sometimes hereinafter referred to as "Operator").

This Agreement Witnesseth:

That for and in consideration of the mutual promises, covenants, terms and conditions, both general and special, as hereinafter set forth, the City hereby grants to the Operator the privileges hereinafter described and the Operator agrees to assume the duties, responsibilities, and obligations as hereinafter set forth, with respect to the premises and parking facility described as follows:

2646 North Kimball Avenue, Chicago, Illinois, known as City of Chicago Parking Facility No. 67.

This City of Chicago Parking Facility Operator's Agreement constitutes the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences shall be implied or impressed upon such Agreement that are not herein set forth.

The term of this Agreement shall be for the period of one (1) year beginning on the 1st day of January, 1970, and ending on the 31st day of December, 1970, unless said terms shall be sooner terminated as hereinafter provided.

### Article I.

*Definition of terms.*

A. "Bureau of Parking" means that agency of the City of Chicago, having management and control of the establishment, operation and maintenance of parking facilities.

B. "Commissioner" means the Commissioner of Streets and Sanitation of the City of Chicago, or any other official designated by the City Council to have administrative supervision over the Bureau of Parking.

C. "Operator" means any natural person, partnership, corporation, company or other legal entity who or which owns, controls, manages and directs the business of parking motor vehicles on public off-street parking lots, or in public off-street parking garages, or in other public off-street parking facilities.

### Article II.

*Assignment or transfer.*

The Operator shall not assign or transfer this Agreement nor any of the rights or privileges granted hereby, nor enter into any contract requiring or permitting the doing of any act hereunder by an independent contractor, unless otherwise expressly provided herein, without prior written approval signed by the Commissioner. If the Operator is a partnership or corporation or legal entity other than a natural person, and control of said entity changes at any time during the term hereof, the City may, at its option, deem and declare such change as a breach of this Agreement and take immediate possession of said premises and facility first hereinabove described. It is understood and agreed by and between the City and the Operator that nothing contained in this Agreement is intended or shall be construed as in any way creating or establishing the relationship of co-partners or joint venturers between the parties hereto.

### Article III.

*Present condition of premises.*

The Operator has examined the premises, facilities and appurtenances first hereinabove described, prior to and as a condition precedent to his acceptance and the execution of this Agreement, and is satisfied with the physical condition of said premises, and his taking possession shall constitute conclusive evidence of his receipt thereof in safe and sanitary condition, and in good order and repair, unless otherwise specified herein. The Operator agrees and admits that no representations as to condition or repair have been made by the City or its officers, employees or agents, which are not herein expressed or endorsed hereon, and that no promises to decorate, alter, repair or improve said premises, before, at or after the execution of this Agreement by the parties, not expressly contained herein, have been made by the City or its officers, employees or agents.

### Article IV.

*Future condition of premises.*

The Operator shall keep the premises, facility and appurtenances first hereinabove described in a safe, sanitary and sightly condition, and in good repair, and shall yield the same back to the City upon the termination of this Agreement in such condition and repair, ordinary wear and tear excepted. If said premises and facility shall not be so kept by the Operator, the City may enter the premises (without such entry constituting a termination of the privileges herein granted or an interference with the possession of or construction or other eviction from said premises and facility) and do all things necessary to restore said premises and facility to the condition herein required.

### Article V.

*Signs and advertising.*

The Operator shall not permit or place, post or cause to be placed or posted any sign, billboard, poster, advertising material or similar devices in view of the general public on, in or about the premises and facility without prior written approval signed by the Commissioner. Any such sign, billboard, poster, advertising material or similar devices not authorized by him may be removed by the City and all cost and expense resulting therefrom shall be charged to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses in addition to the rent and charges otherwise reserved in this Agreement. The City hereby reserves the right to erect and maintain such signs or billboards on the premises and facility, from time to time, as the Commissioner may deem advisable.

### Article VI.

*Alterations and additions.*

The Operator shall make no alterations or additions to the premises and facility first hereinabove described without the prior consent of the City as evidenced by approval in writing signed by the Commissioner. All alterations and additions shall remain as part of said premises and facility unless the City shall otherwise elect, as evidenced by prior approval in writing signed by the Commissioner. Said alterations and additions shall include, but are not limited to, locks, bolts and all fixtures.

### Article VII.

*Maintenance by Operator.*

The Operator agrees to maintain the premises and facility, advancing funds therefor, reimbursement being subject to all provisions of this Agreement, from day to day in good condition and repair and agrees to do all things necessary toward that end, particularly, but not limited to, the following:

A. Maintain all wheel stops and blocks.

B. Maintain and care for all planting.

C. Maintain all washrooms, toilets and rest rooms according to acceptable health standards.

D. Maintain the premises and facility in a clean, presentable condition, prevent accumulations of dirt, paper or trash of any kind upon the premises and facility.

E. Remove snow, ice and other obstructions from adjacent driveways and sidewalks. Said snow, ice and like debris to be removed shall not be placed upon the public ways or any portion thereof.

F. Make minor necessary repairs to plumbing, lighting and heating equipment. It is agreed by and between the parties that the Commissioner in his sole judgment shall determine whether a repair is minor or otherwise.

G. Advance payment for all utility services, including gas, heat, water and electricity, reimbursement being subject to all provisions of this Agreement.

Should the Operator fail to comply with any of the obligations listed above, the City may, after five (5) days notice to comply, in the event of non-compliance, enter upon said premises and take all steps necessary to insure compliance with the above obligations, in addition to other remedies set forth herein, charging the cost and expense of such entry and procedure to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses.

### Article VIII.

*Maintenance by City.*

The City agrees to maintain and pay for the following items of maintenance and equipment:

A. Maintain said facility in structural repair.

B. Make necessary major repairs to plumbing, lighting and heating.

C. Remove snow and ice, except from sidewalks and driveways.

D. Supply and maintain cash register.

E. Supply all parking tickets and other forms.

F. Supply and maintain pavement markings.

G. Supply electric light bulbs and replace said bulbs and fuses when necessary.

H. Maintain and replace all gates and barricades.

I. Maintain and keep in good working order the hoists, hoist equipment, lifts and elevators.

J. Maintain and keep in good working order all neon directional, informational, and advertising signs located in the interior or on the exterior of the facility.

### Article IX.

*Compliance with law; Liens.*

The Operator agrees to operate such facility as first hereinabove described in compliance at all times with this Agreement and all laws, statutes, ordinances and rules and regulations which are now in effect or which may be hereafter adopted, particularly, but not limited to, all rules and regulations of the Bureau of Parking, Department of Streets and Sanitation. The Operator agrees to keep premises, facility and appurtenances first hereinabove described free and clear of any and all liens in any way arising out of the Operator's use and maintenance thereof.

### Article X.

*Operation of facility.*

The Operator agrees to operate the facility subject to all provisions of this Agreement for the convenience of the public during the terms hereof and shall use and occupy the above premises solely for off-street parking of motor vehicles. The Operator shall use his best efforts to secure, maintain and develop the parking business conducted by him under the terms of this Agreement and to increase the same whenever and wherever possible. and shall refrain from and prevent the diversion of any such parking business from the facility whenever possible.

### Article XI.

*Hours of operation.*

The Operator agrees to operate the facility twenty-four (24) hours a day, seven (7) days a week, holidays included. The actual hours of operation will be determined by the Commissioner and may be changed from time to time at his sole discretion. Such change shall take effect within forty-eight (48) hours, Sundays and holidays excluded, after written notice thereof is received by the Operator.

### Article XII.

*Vehicle parking.*

At no time shall the Operator remove or permit or cause to be removed from the premises and facility any vehicle placed thereon for parking purposes without the express consent of the owner or Operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator enter or drive, or permit or cause to be entered or driven, any vehicle which has been placed upon the premises for the purpose of self-parking, without the express consent of the owner or Operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator accept or cause to be accepted for parking any commercial vehicles, except with the prior written approval signed by the Commissioner. At no time shall the Operator permit or cause to be permitted the parking of any vehicle whatsoever on or in the premises and facility free of charge.

### Article XIII.

*Operator's employees.*

A. The Operator hereby agrees to select, employ and pay such personnel as may be required in the operation of the facility first hereinabove mentioned, unless otherwise specifically provided for in this Agreement. The Operator agrees further that in performing the covenants, promises and conditions under this Agreement, he shall not discriminate against any worker, employee or applicant, nor against any member of the public, on account of race, creed, color or national origin, nor otherwise commit an unfair employment practice.

B. The Operator agrees further to do or cause to be done the following:

1. To supervise, direct and manage the activities of his employees in such manner as to provide prompt, safe, efficient and courteous services as will be adequate to meet all reasonable demands for parking services on the premises and facility, and to provide a sufficient number of said employees as to enable such services to be provided at all times of the operation of said facility.
2. To cause and require all employees serving as attendants on the premises and facility to wear uniforms, caps and badges to be supplied by and at the expense of the Operator and to require said employees at all times to present a neat and clean appearance. The color and design of said uniforms, caps and badges shall be first approved in writing signed by the Commissioner.

### Article XIV.

*Insurance.*

A. The City, at the time or prior to the execution of this Agreement, agrees to furnish all the insurance required under this Agreement and this Article, to be paid from the revenues resulting from the operation of the facility first hereinabove described. All policies of insurance shall name the beneficiary as indicated below and shall be delivered to and held by the City Comptroller. Said insurance shall be placed only with such insurance companies as are approved from time to time by the City Comptroller.

B. Each such insurance policy as set forth in this Article shall contain a provision to the effect that said insurance cannot be cancelled unless the City Comptroller has been notified not less than thirty (30) days prior to the intended cancellation date.

C. In the event that any additional premiums or audits shall be required, the same shall be paid by the City of Chicago from the revenues resulting from the operation of said facility; any return premiums or audits shall be paid to the City of Chicago, for deposit into an appropriate revenue fund.

D. The insurance to be provided as set forth in this Article shall include the following coverages to be maintained during the life of this Agreement:

1. Workmen's Compensation and Occupational Disease Insurance in the names of the City and Operator as insured parties, covering all employees engaged in any work pursuant to this Agreement; liability coverage to be not less than $100,000.00.

2. Not applicable to this contract.

3. Not applicable to this contract.

4. Not applicable to this contract.

5. Garage Keeper's Legal Liability, Fire and Explosion, Theft of Automobile, and Combined Coverage, in the names of the City and Operator as insured parties, to include riot, civil commotion, vandalism and malicious mischief with a $25.00 deductible provision, and a $100.00 deductible provision for collision and upset.

6. Plate glass coverage, in the names of the City and Operator as insured parties, fully covering all plate glass of the facility.

7. Commercial Blanket Fidelity Bond, in the name of the Operator as the insured party, covering all employees; liability coverage to be not less than $25,000.00.

8. Broad Form Money and Securities Insurance, in the name of the Operator as the insured party, covering interior and exterior locations, if necessary, liability coverage to be not less than $500.00.

9. Comprehensive Public Liability and Property Damage Insurance, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries from any one accident; and $50,000.00 for property damage resulting from any one accident.

10. Owner's or Landlord's Protective Policy, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries resulting from any one accident; and $50,000.00 for property damage resulting from any one accident.

11. Not applicable to this contract.

### Article XV.

*Destruction of facilities.*

A. In the event the premises and facility or a part thereof shall become damaged or destroyed by fire, explosion, or other casualty, and if the Commissioner determines in his sole judgment that said damages can be repaired within a reasonable time, upon notification thereof, the Operator agrees to submit plans and specifications for approval by the Commissioner, which are necessary to restore the premises and facility to the condition which existed prior to said damage, and agrees to make all repairs according to said plans and specifications after approval by the Commissioner. Failure of the Operator to submit said plans and specifications to the Commissioner within ten (10) days after the casualty above described, or failure to commence said restoration work within five (5) days after the Operator has received the plans and specifications as approved by the Commissioner, or failure to complete such restoration work within a reasonable time, will constitute an abandonment by the Operator.

B. The cost of such repairs and restoration described in this Article shall be paid from the funds received by the City and Operator under insurance policies to the extent said costs are thereunder covered. Should any balance of costs remain which are not covered by said insurance policies, fifty (50) percent of said balance shall be paid by the City and fifty (50) percent shall be paid by the Operator.

C. Notwithstanding the foregoing provisions, in the event of a casualty described in Paragraph A of this Article, the Commissioner may elect, in his sole judgment, to consider said premises and facility beyond repair and refuse to permit the repair, reconstruction or restoration of said premises and facility, and upon written notice of said election from the Commissioner to the Operator within thirty (30) days from the date of said casualty, the obligation of the Operator to pay such rent and charges as are hereinafter reserved to the City shall cease and this Agreement shall thereupon terminate; provided, however, that all rents and charges theretofore accrued shall remain due and payable by the Operator forthwith.

## Article XVI.

*Indemnification.*

The Operator shall assume all risks incident to or in connection with his business to be conducted hereunder and shall be solely responsible for all accidents or injuries of whatsoever kind or nature as may be sustained by any persons or property and the Operator shall indemnify, defend and save harmless the City, its officers, agents and employees from any and all claims, suits, losses or damages arising from said accidents or injuries of whatsoever kind or nature, arising directly or indirectly out of the operation of said business, or resulting from the carelessness, negligence or improper conduct of the City, Operator or any of their officers, agents or employees. Said Operator shall also indemnify, defend and save harmless the City, its officers, agents and employees from any penalties for violation of any law, statute, ordinance or regulation affecting its operations.

## Article XVII.

*Operator's Performance Bond.*

The Operator shall deliver to the City at the time of or prior to the execution of this Agreement an approved Government Bond payable to bearer or the City of Chicago or, in lieu thereof, a Performance Bond approved by the City Comptroller and the Corporation Counsel in the amount of $500.00. Said bond shall be conditioned upon the full and faithful performance by the Operator of each and every covenant, promise, term, condition, undertaking and agreement set forth in this Agreement.

## Article XVIII.

*Parking Fees and charges.*

The Operator hereby agrees to charge for parking vehicles on the premises and facility first hereinabove described the following fees, rates and charges, during the term of this Agreement:

A. *Transient.*

| | |
|---|---|
| First twenty minutes | $0.05 |
| Second twenty minutes | 0.05 |
| Third twenty minutes | 0.15 |
| Second hour | 0.10 |
| Each hour thereafter | 0.15 |

B. *Monthly.*

| | |
|---|---|
| For each one-month period | $10.00 |

C. It is understood and agreed that parking fees, rates and charges may be changed by the Commissioner when authorized and directed to do so by the City Council of the City of Chicago and the Operator agrees to make such changes when directed to do so by the Commissioner. Fees, rates and charges shall be put into effect within forty-eight (48) hours after written notification thereof has been given to the Operator by the Commissioner and shall remain in effect until changed by the Commissioner as herein provided.

## Article XIX.

*License fees, taxes and charges; budget; and compensation.*

A. *License fees, taxes and charges.*

The Operator shall advance all license fees, taxes and charges assessed under local ordinances and State and Federal statutes to the extent that they are applicable to the operation of the Facility. The Operator shall also secure armored car service for the daily collection of revenue from the Facility and advance payment for such services, the selection of the armored car service to be approved in writing by the Commissioner prior to the use thereof by the Operator.

B. *Budget.*

All expenses incurred or to be incurred by the Operator in anticipation of the advancement of funds under this Agreement shall be set forth in a budget for approval by the Commissioner on a form prescribed by the Commissioner, which shall include, but shall not be limited to, license fees, taxes, charges, employee payrolls and like expenses. The budget herein provided for shall be submitted no later than thirty (30) days following the execution of this Agreement and shall be supplemented from time to time so as to reflect such changes or additions as may become necessary or as requested by the Commissioner. The Operator shall submit such detailed supporting data as the Commissioner may request. Each expense item for which reimbursement is being claimed shall be designated as a reimbursable item on said budget. No expense item shall be reimbursed to the Operator unless approved by the Commissioner and the Independent Engineer.

C. *Compensation to Operator.*

For full and faithful performance of the provisions contained in this Agreement the Operator of Facility No. 67 shall be paid for the period of this Agreement 10.0% of all gross revenue collected.

D. *Settlement and reimbursement.*

The Operator's total fee and expense reimbursement shall be computed, finalized and settled for the entire period of this Agreement, specifically on the basis of actual results of the operation of the facility for the period covered by this Agreement, as determined by an examination of the books and records of the Operator by the City after the termination of said period; provided, however, that the City shall make monthly payments of fees and reimbursable expenses, with quarterly adjustments, which shall substantially cover the Operator's earned fees and actual reimbursable expenses for each month under the following procedure:

(1) It is estimated that the Operator's yearly management fee for Facility No. 67 will be approximately $260.00 and that the Operator's annual reimbursable expense will be approximately $3,280.00 making the total annual payment to the Operator to be approximately $3,540.00. The Operator shall receive a monthly reimbursement of one-twelfth of the total approximate yearly payment, or $295.00 on the tenth day of the following month for the first eleven months of the Agreement. The final settlement payment shall constitute the twelfth payment.

(2) At the end of the first three quarters of the period of this Agreement, the Operator shall submit to the City quarterly expense statements reflecting actual expenses incurred within each said quarter by the Operator for said facility. At the end of each quarter the Commissioner shall review actual management fees earned and expenses incurred and if, in his sole judgment, the estimated monthly reimbursement does not correctly reflect actual operations, he may appropriately adjust the monthly reimbursement to reflect actual operating conditions.

(3) At the end of the fourth quarter of the period of this Agreement, the Operator shall submit to the City the fourth quarterly reimbursable expense statement reflecting actual expenses incurred within said quarter. This quarterly statement, when combined with the three previously submitted quarterly statements, shall be used as the basis for computing the final settlement, subject to the aforementioned audit. Such audit shall be completed within 90 days after the expiration of this Agreement and final settlement shall be made within 120 days after the expiration of this Agreement.

In the event that parking rates for Facility No. 67 are increased and are to take effect at any time during the period of this Agreement, this Article XIX shall be subject to review, adjustment and renegotiation by and between the City and the Operator with respect to compensation, and supplemental agreement by and between said parties shall be drawn for the approval of the City Council and execution by the parties.

### Article XX.

*Collection of fees and charges.*

All parking fees and charges made and collected by the Operator and his employees under the terms of this Agreement shall be deposited daily with the armored car service referred to in Article XIX. B. hereof and said armored car service shall deposit said fees and charges for credit to such appropriate revenue account as shall be designated by the Commissioner, said procedure set forth in further detail in the Rules and Regulations promulgated by the Bureau of Parking. All such parking fees and charges shall be made pursuant to parking tickets supplied by the City, which shall be time stamped by the Operator and his employees in accordance with the Rules and Regulations hereinabove referred to, with the exception of monthly charges, otherwise provided for therein.

### Article XXI.

*Operator's records.*

The Operator shall keep accurate records, books and accounts in conformity with a system approved by the Commissioner and agrees to permit authorized personnel of the City to examine said records, books and accounts at any reasonable time as a matter of right.

### Article XXII.

*Vacation and abandonment of premises.*

A. If the Operator shall vacate, desert or abandon the premises and facility, or shall permit the same to remain vacated, deserted or abandoned for a period of ten (10) days, or if the Operator shall breach any covenant, promise or condition set forth in this Agreement, or if the Operator shall default in the payment of any rent or charges payable by him under this Agreement, or if the Operator shall sell, assign or mortgage this Agreement or any provision hereof, or if the Operator shall be in default with respect to his performance of any covenants, promises or conditions contained in this Agreement, or if the Operator shall fail to comply with any of the statutes, ordinances, rules, orders, regulations or requirements of the Federal, State and City government, or any and all of their departments and bureaus applicable or pertinent to said premises and facility, or in the event of the death or incapacity of the Operator, then the Operator's right to possession of the premises and facility thereupon shall cease and terminate, with or without any notice or demand whatsoever if the City so elects, but not otherwise. In such event or events hereinabove set forth, whether this Agreement shall be terminated or not, the Operator agrees to surrender to the City possession of the premises and facility immediately without notice to quit or demand for possession of the premises and facility whatsoever, and the Operator hereby grants to the City full and free license to enter into and upon said premises and facility, or any part thereof, to take possession thereof and expel and remove the Operator or any other person who may be occupying the premises and facility or any part thereof, without resort to courts for an order sanctioning such action, and the City may use force in expelling and removing the Operator and such other person as may be reasonably necessary to accomplish said purpose. It is agreed by the Operator that said entry of the premises and facility by the City shall not constitute a trespass or forcible entry or detainer, nor shall it cause forfeiture of charges due by virtue of the provisions of this Agreement, nor a waiver of any covenant, agreement or promise in this Agreement to be performed by the Operator.

B. The Operator hereby waives all notice of any election made by the City under this Agreement, demand for revenues or other charges reserved under this Agreement, notice to quit, demand for possession, and any and all notices and demands whatsoever, of every kind and nature, which may or shall be required by any statute of this State relating to forcible entry and detainer, or to landlord and tenant, or any other statute, or under the common law, during the term of this Agreement. The acceptance of any rents or charges reserved by the City under this Agreement, whether in a single instance or repeatedly, after they shall fall due, or after knowledge of any breach hereof by the Operator, or giving or making of any notice or demand, whether according to any statutory provisions or not, or any act or series of acts, except an express written waiver, shall not be construed as a waiver of the City's right to act without notice or demand or any other right hereby given the City, or as an election not to proceed under the provisions of this Agreement.

D. If the Operator shall file a petition in bankruptcy or shall be involuntarily placed in bankruptcy, or shall be adjudicated a bankrupt, or shall make an assignment for the benefit of creditors, or shall take advantage of any provisions in any statute or ordinance for the advantage of insolvent persons, the City may elect to terminate this Agreement and the term hereof and take immediate possession of the premises, facility and appurtenances without notice.

E. In the event the City elects to terminate this Agreement because of a violation of any provisions of this Article, upon such termination the Operator shall compensate the City for any loss in revenue as may be sustained by reason of such termination and provision for such compensation shall be made a condition of the Performance Bond referred to in Article XVII of this Agreement.

F. It is further agreed by and between the parties that the rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

### Article XXIII.

*Costs, expenses and attorney's fees.*

The Operator agrees to pay and discharge all costs, expenses and attorney's fees which shall be incurred and expended by the City in enforcing the covenants, promises and conditions of this Agreement, whether by the institution of litigation or in taking of advice of counsel, or otherwise.

### Article XXIV.

*Notices.*

Notices to the City provided under this Agreement may be sent by registered mail, postage prepaid, addressed to the Commissioner of Streets and Sanitation, Room 707, City Hall, Chicago, Illinois 60602, and notices to the Operator provided for in this Agreement may be sent by registered mail, postage prepaid, addressed to the Operator at: Henry C. Frenzel, 3100 West Lake Avenue, Glenview, Illinois, or in either case to such other respective parties and addresses as the parties hereto may designate in writing from time to time. Such notices shall be deemed to have been given when deposited in any United States Post Office.

### Article XXV.

*Construction of Agreement.*

It is agreed by and between the parties hereto that all general provisions, terms, phrases, and expressions shall be subject to rules of construction as will fully implement the true intent and meaning of the parties to this Agreement, including, but not limited to, the following:

A. Words importing the singular number may extend and be applied to several persons or things, and words importing the plural number may include the singular.

B. Words importing the masculine gender may be applied to the feminine gender and to impersonal legal entities.

C. The word "month" means a calendar month, and the word "year" means a calendar year, unless otherwise expressed.

### Article XXVI.

*City Council approval.*

This Agreement was authorized by the City Council of the City of Chicago, on the ............day of ........................ A.D. 19...... Council Journal page.......

In Witness Whereof, the parties hereto have caused this Agreement to be executed under their respective seals on the day and year first above written.

City of Chicago, a municipal corporation.
By: ..........................................
Commissioner of Streets and Sanitation
By: ..........................................
City Comptroller
Operator:
By: ..........................................
Title
By: ..........................................
Attest Title
(Corporate seal)
Approved:
..........................................
Independent Engineer

Approved as to form and legality, except as to property description and execution:
..........................................
Assistant Corporation Counsel

ACKNOWLEDGMENT BY PRINCIPAL IF AN INDIVIDUAL

State of Illinois }
}ss
County of Cook }

I, .........................................., a Notary Public in and for the County and State aforesaid, Do Hereby Certify that .................................................... who is personally known to me to be the same person whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial seal, this ................ day of ...................................... A.D. 1969.

..................................................
Notary Public
My Commission Expires..........

SECTION 2. This ordinance shall be effective from and after the date of its passage.

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## Execution of Parking Facility Operator's Lease Agreement Authorized for Parking Facility No. 68.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on December 30, 1969, page 7349, recommending that the City Council pass a proposed ordinance transmitted with the committee's report [Proposed ordinance printed in Committee Pamphlet No. 19], to authorize execution of Parking Facility Operator's Lease Agreement for Parking Facility No. 68 for Year 1970.

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Singer, Fifielski, Kerwin, Wigoda, Sperling—39.

*Nays*—Aldermen Despres, Simon, Scholl, McCutcheon, Hoellen, O'Rourke—6.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost*.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Streets and Sanitation is hereby authorized and directed to execute on behalf of the City of Chicago, the City Comptroller to countersign, and the City Clerk to attest, upon approval of the Corporation Counsel as to form and legality, a Parking Facility Operator's Agreement between the City of Chicago and Henry C. Frenzel for Chicago Parking Facility No. 68 at No. 3620 W. Oakdale Avenue. Said agreement is attached to this ordinance and made a part hereof, the same as if incorporated herein.

### CITY OF CHICAGO
### PARKING FACILITY
### OPERATOR'S AGREEMENT

This Agreement, made this ........................ day of ..........................., A.D. 19...., between the City of Chicago, a municipal corporation of the State of Illinois (sometimes hereinafter referred to as "City"), and Henry C. Frenzel (sometimes hereinafter referred to as "Operator").

This Agreement Witnesseth:

That for and in consideration of the mutual promises, covenants, terms and conditions, both general and special, as hereinafter set forth, the City hereby grants to the Operator the privileges hereinafter described and the Operator agrees to assume the duties, responsibilities, and obligations as hereinafter set forth, with respect to the premises and parking facility described as follows:

3620 West Oakdale Avenue, Chicago, Illinois, known as City of Chicago Parking Facility No. 68.

This City of Chicago Parking Facility Operator's Agreement constitutes the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences shall be implied or impressed upon such Agreement that are not herein set forth.

The term of this Agreement shall be for the period of one (1) year beginning on the 1st day of January, 1970, and ending on the 31st day of December, 1970, unless said terms shall be sooner terminated as hereinafter provided.

### Article I.

*Definition of terms.*

A. "Bureau of Parking" means that agency of the City of Chicago, having management and control of the establishment, operation and maintenance of parking facilities.

B. "Commissioner" means the Commissioner of Streets and Sanitation of the City of Chicago, or any other official designated by the City Council to have administrative supervision over the Bureau of Parking.

C. "Operator" means any natural person, partnership, corporation, company or other legal entity who or which owns, controls, manages and directs the business of parking motor vehicles on public off-street parking lots, or in public off-street parking garages, or in other public off-street parking facilities.

### Article II.

*Assignment or transfer.*

The Operator shall not assign or transfer this Agreement nor any of the rights or privileges granted hereby, nor enter into any contract requiring or permitting the doing of any act hereunder by an independent contractor, unless otherwise expressly provided herein, without prior written approval signed by the Commissioner. If the Operator is a partnership or corporation or legal entity other than a natural person, and control of said entity changes at any time during the term hereof, the City may, at its option, deem and declare such change as a breach of this Agreement and take immediate possession of said premises and facility first hereinabove described. It is understood and agreed by and between the City and the Operator that nothing contained in this Agreement is intended or shall be construed as in any way creating or establishing the relationship of co-partners or joint venturers between the parties hereto.

### Article III.

*Present condition of premises.*

The Operator has examined the premises, facilities and appurtenances first hereinabove described, prior to and as a condition precedent to his acceptance and the execution of this Agreement, and is satisfied with the physical condition of said premises, and his taking possession shall constitute conclusive evidence of his receipt thereof in safe and sanitary condition, and in good order and repair, unless otherwise specified herein. The Operator agrees and admits that no representations as to condition or repair have been made by the City or its officers, employees or agents, which are not herein expressed or endorsed hereon, and that no promises to decorate, alter, repair or improve said premises, before, at or after the execution of this Agreement by the parties, not expressly contained herein, have been made by the City or its officers, employees or agents.

### Article IV.

*Future condition of premises.*

The Operator shall keep the premises, facility and appurtenances first hereinabove described in a safe, sanitary and sightly condition, and in good repair, and shall yield the same back to the City upon the termination of this Agreement in such condition and repair, ordinary wear and tear excepted. If said premises and facility shall not be so kept by the Operator, the City may enter the premises (without such entry constituting a termination of the privileges herein granted or an interference with the possession of or construction or other eviction from said premises and facility) and do all things necessary to restore said premises and facility to the condition herein required.

### Article V.

*Signs and advertising.*

The Operator shall not permit or place, post or cause to be placed or posted any sign, billboard, poster, advertising material or similar devices in view of the general public on, in or about the premises and facility without prior written approval signed by the Commissioner. Any such sign, billboard, poster, advertising material or similar devices not authorized by him may be removed by the City and all cost and expense resulting therefrom shall be charged to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses in addition to the rent and charges otherwise reserved in this Agreement. The City hereby reserves the right to erect and maintain such signs or billboards on the premises and facility, from time to time, as the Commissioner may deem advisable.

### Article VI.

*Alterations and additions.*

The Operator shall make no alterations or additions to the premises and facility first hereinabove described without the prior consent of the City as evidenced by approval in writing signed by the Commissioner. All alterations and additions shall remain as part of said premises and facility unless the City shall otherwise elect, as evidenced by prior approval in writing signed by the Commissioner. Said alterations and additions shall include, but are not limited to, locks, bolts and all fixtures.

### Article VII.

*Maintenance by Operator.*

The Operator agrees to maintain the premises and facility, advancing funds therefor, reimbursement being subject to all provisions of this Agreement, from day to day in good condition and repair and agrees to do all things necessary toward that end, particularly, but not limited to, the following:

A. Maintain all wheel stops and blocks.
B. Maintain and care for all planting.
C. Maintain all washrooms, toilets and rest rooms according to acceptable health standards.
D. Maintain the premises and facility in a clean, presentable condition, prevent accumulations of dirt, paper or trash of any kind upon the premises and facility.
E. Remove snow, ice and other obstructions from adjacent driveways and sidewalks. Said snow, ice and like debris to be removed shall not be placed upon the public ways or any portion thereof.
F. Make minor necessary repairs to plumbing, lighting and heating equipment. It is agreed by and between the parties that the Commissioner in his sole judgment shall determine whether a repair is minor or otherwise.
G. Advance payment for all utility services, including gas, heat, water and electricity, reimbursement being subject to all provisions of this Agreement.

Should the Operator fail to comply with any of the obligations listed above, the City may, after five (5) days notice to comply, in the event of non-compliance, enter upon said premises and take all steps necessary to insure compliance with the above obligations, in addition to other remedies set forth herein, charging the cost and expense of such entry and procedure to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses.

### Article VIII.

*Maintenance by City.*

The City agrees to maintain and pay for the following items of maintenance and equipment:

A. Maintain said facility in structural repair.
B. Make necessary major repairs to plumbing, lighting and heating.
C. Remove snow and ice, except from sidewalks and driveways.
D. Supply and maintain cash register.
E. Supply all parking tickets and other forms.
F. Supply and maintain pavement markings.
G. Supply electric light bulbs and replace said bulbs and fuses when necessary.
H. Maintain and replace all gates and barricades.
I. Maintain and keep in good working order the hoists, hoist equipment, lifts and elevators.
J. Maintain and keep in good working order all neon directional, informational, and advertising signs located in the interior or on the exterior of the facility.

### Article IX.

*Compliance with law; Liens.*

The Operator agrees to operate such facility as first hereinabove described in compliance at all times with this Agreement and all laws, statutes, ordinances and rules and regulations which are now in effect or which may be hereafter adopted, particularly, but not limited to, all rules and regulations of the Bureau of Parking, Department of Streets and Sanitation. The Operator agrees to keep premises, facility and appurtenances first hereinabove described free and clear of any and all liens in any way arising out of the Operator's use and maintenance thereof.

### Article X.

*Operation of facility.*

The Operator agrees to operate the facility subject to all provisions of this Agreement for the convenience of the public during the terms hereof and shall use and occupy the above premises solely for off-street parking of motor vehicles. The Operator shall use his best efforts to secure, maintain and develop the parking business conducted by him under the terms of this Agreement and to increase the same whenever and wherever possible, and shall refrain from and prevent the diversion of any such parking business from the facility whenever possible.

### Article XI.

*Hours of operation.*

The Operator agrees to operate the facility twenty-four (24) hours a day, seven (7) days a week, holidays included. The actual hours of operation will be determined by the Commissioner and may be changed from time to time at his sole discretion. Such change shall take effect within forty-eight (48) hours, Sundays and holidays excluded, after written notice thereof is received by the Operator.

### Article XII.

*Vehicle parking.*

At no time shall the Operator remove or permit or cause to be removed from the premises and facility any vehicle placed thereon for parking purposes without the express consent of the owner or Operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator enter or drive, or permit or cause to be entered or driven, any vehicle which has been placed upon the premises for the purpose of self-parking, without the express consent of the owner or Operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator accept or cause to be accepted for parking any commercial vehicles, except with the prior written approval signed by the Commissioner. At no time shall the Operator permit or cause to be permitted the parking of any vehicle whatsoever on or in the premises and facility free of charge.

### Article XIII.

*Operator's employees.*

A. The Operator hereby agrees to select, employ and pay such personnel as may be required in the operation of the facility first hereinabove mentioned, unless otherwise specifically provided for in this Agreement. The Operator agrees further that in performing the covenants, promises and conditions under this Agreement, he shall not discriminate against any worker, employee or applicant, nor against any member of the public, on account of race, creed, color or national origin, nor otherwise commit an unfair employment practice.

B. The Operator agrees further to do or cause to be done the following:

1. To supervise, direct and manage the activities of his employees in such manner as to provide prompt, safe, efficient and courteous services as will be adequate to meet all reasonable demands for parking services on the premises and facility, and to provide a sufficient number of said employees as to enable such services to be provided at all times of the operation of said facility.
2. To cause and require all employees serving as attendants on the premises and facility to wear uniforms, caps and badges to be supplied by and at the expense of the Operator and to require said employees at all times to present a neat and clean appearance. The color and design of said uniforms, caps and badges shall be first approved in writing signed by the Commissioner.

### Article XIV.

*Insurance.*

A. The City, at the time or prior to the execution of this Agreement, agrees to furnish all the insurance required under this Agreement and this Article, to be paid from the revenues resulting from the operation of the facility first hereinabove described. All policies of insurance shall name the beneficiary as indicated below and shall be delivered to and held by the City Comptroller. Said insurance shall be placed only with such insurance companies as are approved from time to time by the City Comptroller.

B. Each such insurance policy as set forth in this Article shall contain a provision to the effect that said insurance cannot be cancelled unless the City Comptroller has been notified not less than thirty (30) days prior to the intended cancellation date.

C. In the event that any additional premiums or audits shall be required, the same shall be paid by the City of Chicago from the revenues resulting from the operation of said facility; any return premiums or audits shall be paid to the City of Chicago, for deposit into an appropriate revenue fund.

D. The insurance to be provided as set forth in this Article shall include the following coverages to be maintained during the life of this Agreement:

1. Workmen's Compensation and Occupational Disease Insurance in the names of the City and Operator as insured parties, covering all employees engaged in any work pursuant to this Agreement; liability coverage to be not less than $100,000.00.

2. Not applicable to this contract.

3. Not applicable to this contract.

4. Not applicable to this contract.

5. Garage Keeper's Legal Liability, Fire and Explosion, Theft of Automobile, and Combined Coverage, in the names of the City and Operator as insured parties, to include riot, civil commotion, vandalism and malicious mischief with a $25.00 deductible provision, and a $100.00 deductible provision for collision and upset.

6. Plate glass coverage, in the names of the City and Operator as insured parties, fully covering all plate glass of the facility.

7. Commercial Blanket Fidelity Bond, in the name of the Operator as the insured party, covering all employees; liability coverage to be not less than $25,000.00.

8. Broad Form Money and Securities Insurance, in the name of the Operator as the insured party, covering interior and exterior locations, if necessary, liability coverage to be not less than $500.00.

9. Comprehensive Public Liability and Property Damage Insurance, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries from any one accident; and $50,000.00 for property damage resulting from any one accident.

10. Owner's or Landlord's Protective Policy, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries resulting from any one accident; and $50,000.00 for property damage resulting from any one accident.

11. Not applicable to this contract.

### Article XV.

*Destruction of facilities.*

A. In the event the premises and facility or a part thereof shall become damaged or destroyed by fire, explosion, or other casualty, and if the Commissioner determines in his sole judgment that said damages can be repaired within a reasonable time, upon notification thereof, the Operator agrees to submit plans and specifications for approval by the Commissioner, which are necessary to restore the premises and facility to the condition which existed prior to said damage, and agrees to make all repairs according to said plans and specifications after approval by the Commissioner. Failure of the Operator to submit said plans and specifications to the Commissioner within ten (10) days after the casualty above described, or failure to commence said restoration work within five (5) days after the Operator has received the plans and specifications as approved by the Commissioner, or failure to complete such restoration work within a reasonable time, will constitute an abandonment by the Operator.

B. The cost of such repairs and restoration described in this Article shall be paid from the funds received by the City and Operator under insurance policies to the extent said costs are thereunder covered. Should any balance of costs remain which are not covered by said insurance policies, fifty (50) percent of said balance shall be paid by the City and fifty (50) percent shall be paid by the Operator.

C. Notwithstanding the foregoing provisions, in the event of a casualty described in Paragraph A of this Article, the Commissioner may elect, in his sole judgment, to consider said premises and facility beyond repair and refuse to permit the repair, reconstruction or restoration of said premises and facility, and upon written notice of said election from the Commissioner to the Operator within thirty (30) days from the date of said casualty, the obligation of the Operator to pay such rent and charges as are hereinafter reserved to the City shall cease and this Agreement shall thereupon terminate; provided, however, that all rents and charges theretofore accrued shall remain due and payable by the Operator forthwith.

### Article XVI.

*Indemnification.*

The Operator shall assume all risks incident to or in connection with his business to be conducted hereunder and shall be solely responsible for all accidents or injuries of whatsoever kind or nature as may be sustained by any persons or property and the Operator shall indemnify, defend and save harmless the City, its officers, agents and employees from any and all claims, suits, losses or damages arising from said accidents or injuries of whatsoever kind or nature, arising directly or indirectly out of the operation of said business, or resulting from the carelessness, negligence or improper conduct of the City, Operator or any of their officers, agents or employees. Said Operator shall also indemnify, defend and save harmless the City, its officers, agents and employees from penalties for violation of any law, statute, ordinance or regulation affecting its operations.

### Article XVII.

*Operator's Performance Bond.*

The Operator shall deliver to the City at the time of or prior to the execution of this Agreement an approved Government Bond payable to bearer or the City of Chicago or, in lieu thereof, a Performance Bond approved by the City Comptroller and the Corporation Counsel in the amount of $500.00. Said bond shall be conditioned upon the full and faithful performance by the Operator of each and every covenant, promise, term, condition, undertaking and agreement set forth in this Agreement.

### Article XVIII.

*Parking Fees and charges.*

The Operator hereby agrees to charge for parking vehicles on the premises and facility first hereinabove described the following fees, rates and charges, during the term of this Agreement:

A. *Transient.*

| | |
|---|---|
| First twenty minutes | $0.05 |
| Second twenty minutes | 0.05 |
| Third twenty minutes | 0.05 |
| Second hour | 0.10 |
| Each hour thereafter | 0.15 |

B. *Monthly.*

| | |
|---|---|
| For each one-month period | $ 10.00 |
| Special space rental, per month | 250.00 |

C. It is understood and agreed that parking fees, rates and charges may be changed by the Commissioner when authorized and directed to do so by the City Council of the City of Chicago and the Operator agrees to make such changes when directed to do so by the Commissioner. Fees, rates and charges shall be put into effect within forty-eight (48) hours after written notification thereof has been given to the Operator by the Commissioner and shall remain in effect until changed by the Commissioner as herein provided.

### Article XIX.

*License fees, taxes and charges; budget; and compensation.*

A. *License fees, taxes and charges.*

The Operator shall advance all license fees, taxes and charges assessed under local ordinances and State and Federal statutes to the extent that they are applicable to the operation of the Facility. The Operator shall also secure armored car service for the daily collection of revenue from the Facility and advance payment for such services, the selection of the armored car service to be approved in writing by the Commissioner prior to the use thereof by the Operator.

B. *Budget.*

All expenses incurred or to be incurred by the Operator in anticipation of the advancement of funds under this Agreement shall be set forth in a budget for approval by the Commissioner on a form prescribed by the Commissioner, which shall include, but shall not be limited to, license fees, taxes, charges, employee payrolls and like expenses. The budget herein provided for shall be submitted no later than thirty (30) days following the execution of this Agreement and shall be supplemented from time to time so as to reflect such changes or additions as may become necessary or as requested by the Commissioner. The Operator shall submit such detailed supporting data as the Commissioner may request. Each expense item for which reimbursement is being claimed shall be designated as a reimbursable item on said budget. No expense item shall be reimbursed to the Operator unless approved by the Commissioner and the Independent Engineer.

C. *Compensation to Operator.*

For full and faithful performance of the provisions contained in this Agreement the Operator of Facility No. 68 shall be paid for the period of this Agreement 10.0% of all gross revenue collected.

D. *Settlement and reimbursement.*

The Operator's total fee and expense reimbursement shall be computed, finalized and settled for the entire period of this Agreement, specifically on the basis of actual results of the operation of the facility for the period covered by this Agreement, as determined by an examination of the books and records of the Operator by the City after the termination of said period; provided, however, that the City shall make monthly payments of fees and reimbursable expenses, with quarterly adjustments, which shall substantially cover the Operator's earned fees and actual reimbursable expenses for each month under the following procedure:

(1) It is estimated that the Operator's yearly management fee for Facility No. 68 will be approximately $340.00 and that the Operator's annual reimbursable expense will be approximately $3,260.00 making the total annual payment to the Operator to be approximately $3,600.00. The Operator shall receive a monthly reimbursement of one-twelfth of the total approximate yearly payment, or $300.00 on the tenth day of the following month for the first eleven months of the Agreement. The final settlement payment shall constitute the twelfth payment.

(2) At the end of the first three quarters of the period of this Agreement, the Operator shall submit to the City quarterly expense statements reflecting actual expenses incurred within each said quarter by the Operator for said facility. At the end of each quarter the Commissioner shall review actual management fees earned and expenses incurred and if, in his sole judgment, the estimated monthly reimbursement does not correctly reflect actual operations, he may appropriately adjust the monthly reimbursement to reflect actual operating conditions.

(3) At the end of the fourth quarter of the period of this Agreement, the Operator shall submit to the City the fourth quarterly reimbursable expense statement reflecting actual expenses incurred within said quarter. This quarterly statement, when combined with the three previously submitted quarterly statements, shall be used as the basis for computing the final settlement, subject

to the aforementioned audit. Such audit shall be completed within 90 days after the expiration of this Agreement and final settlement shall be made within 120 days after the expiration of this Agreement.

In the event that parking rates for Facility No. 68 are increased and are to take effect at any time during the period of this Agreement, this Article XIX shall be subject to review, adjustment and renegotiation by and between the City and the Operator with respect to compensation, and supplemental agreement by and between said parties shall be drawn for the approval of the City Council and execution by the parties.

### Article XX.

*Collection of fees and charges.*

All parking fees and charges made and collected by the Operator and his employees under the terms of this Agreement shall be deposited daily with the armored car service referred to in Article XIX. B. hereof and said armored car service shall deposit said fees and charges for credit to such appropriate revenue account as shall be designated by the Commissioner, said procedure set forth in further detail in the Rules and Regulations promulgated by the Bureau of Parking. All such parking fees and charges shall be made pursuant to parking tickets supplied by the City, which shall be time stamped by the Operator and his employees in accordance with the Rules and Regulations hereinabove referred to, with the exception of monthly charges, otherwise provided for therein.

### Article XXI.

*Operator's records.*

The Operator shall keep accurate records, books and accounts in conformity with a system approved by the Commissioner and agrees to permit authorized personnel of the City to examine said records, books and accounts at any reasonable time as a matter of right.

### Article XXII.

*Vacation and abandonment of premises.*

A. If the Operator shall vacate, desert or abandon the premises and facility, or shall permit the same to remain vacated, deserted or abandoned for a period of ten (10) days, or if the Operator shall breach any covenant, promise or condition set forth in this Agreement, or if the Operator shall default in the payment of any rent or charges payable by him under this Agreement, or if the Operator shall sell, assign or mortgage this Agreement or any provision hereof, or if the Operator shall be in default with respect to his performance of any covenants, promises or conditions contained in this Agreement, or if the Operator shall fail to comply with any of the statutes, ordinances, rules, orders, regulations or requirements of the Federal, State and City government, or any and all of their departments and bureaus applicable or pertinent to said premises and facility, or in the event of the death or incapacity of the Operator, then the Operator's right to possession of the premises and facility thereupon shall cease and terminate, with or without any notice or demand whatsoever if the City so elects, but not otherwise. In such event or events hereinabove set forth, whether this Agreement shall be terminated or not, the Operator agrees to surrender to the City possession of the premises and facility immediately without notice to quit or demand for possession of the premises and facility whatsoever, and the Operator hereby grants to the City full and free license to enter into and upon said premises and facility, or any part thereof, to take possession thereof and expel and remove the Operator or any other person who may be occupying the premises and facility or any part thereof, without resort to courts for an order sanctioning such action, and the City may use force in expelling and removing the Operator and such other person as may be reasonably necessary to accomplish said purpose. It is agreed by the Operator that said entry of the premises and facility by the City shall not constitute a trespass or forcible entry or detainer, nor shall it cause forfeiture of charges due by virtue of the provisions of this Agreement, nor a waiver of any covenant, agreement or promise in this Agreement to be performed by the Operator.

B. The Operator hereby waives all notice of any election made by the City under this Agreement, demand for revenues or other charges reserved under this Agreement, notice to quit, demand for possession, and any and all notices and demands whatsoever, of every kind and nature, which may or shall be required by any statute of this State relating to forcible entry and detainer, or to landlord and tenant, or any other statute, or under the common law, during the term of this Agreement. The acceptance of any rents or charges reserved by the City under this Agreement, whether in a single instance or repeatedly, after they shall fall due, or after knowledge of any breach hereof by the Operator, or giving or making of any notice or demand, whether according to any statutory provisions or not, or any act or series of acts, except an express written waiver, shall not be construed as a waiver of the City's right to act without notice or demand or any other right hereby given the City, or as an election not to proceed under the provisions of this Agreement.

D. If the Operator shall file a petition in bankruptcy or shall be involuntarily placed in bankruptcy, or shall be adjudicated a bankrupt, or shall make an assignment for the benefit of creditors, or shall take advantage of any provisions in any statute or ordinance for the advantage of insolvent persons, the City may elect to terminate this Agreement and the term hereof and take immediate possession of the premises, facility and appurtenances without notice.

E. In the event the City elects to terminate this Agreement because of a violation of any provisions of this Article, upon such termination the Operator shall compensate the City for any loss in revenue as may be sustained by reason of such termination and provision for such compensation shall be made a condition of the Performance Bond referred to in Article XVII of this Agreement.

F. It is further agreed by and between the parties that the rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

### Article XXIII.

*Costs, expenses and attorney's fees.*

The Operator agrees to pay and discharge all costs, expenses and attorney's fees which shall be incurred and expended by the City in enforcing the covenants, promises and conditions of this Agreement, whether by the institution of litigation or in taking of advice of counsel, or otherwise.

### Article XXIV.

*Notices.*

Notices to the City provided under this Agreement may be sent by registered mail, postage prepaid, addressed to the Commissioner of Streets and Sanitation, Room 707, City Hall, Chicago, Illinois, 60602, and notices to the Operator provided for in this Agreement may be sent by registered mail, postage prepaid, addressed to the Operator at: Henry C. Frenzel, 3100 West Lake Avenue, Glenview, Illinois, or in either case to such other respective parties and addresses as the parties hereto may designate in writing from time to time. Such notices shall be deemed to have been given when deposited in any United States Post Office.

### Article XXV.

*Construction of Agreement.*

It is agreed by and between the parties hereto that all general provisions, terms, phrases, and expressions shall be subject to rules of construction as will fully implement the true intent and meaning of the parties to this Agreement, including, but not limited to, the following:

A. Words importing the singular number may extend and be applied to several persons or things, and words importing the plural number may include the singular.

B. Words importing the masculine gender may be applied to the feminine gender and to impersonal legal entities.

C. The word "month" means a calendar month, and the word "year" means a calendar year, unless otherwise expressed.

### Article XXVI.

*City Council approval.*

This Agreement was authorized by the City Council of the City of Chicago, on the ............day of ........................ A.D. 19...... Council Journal page.......

In Witness Whereof, the parties hereto have caused this Agreement to be executed under their respective seals on the day and year first above written.

City of Chicago, a municipal corporation.

By: ........................................
Commissioner of Streets and Sanitation

By: ........................................
City Comptroller

Operator:

By: ........................................
Title

By: ........................................
Attest Title
(Corporate seal)

Approved:

........................................
Independent Engineer

Approved as to form and legality, except as to property description and execution:

........................................
Assistant Corporation Counsel

ACKNOWLEDGMENT BY PRINCIPAL IF AN INDIVIDUAL

State of Illinois }
} ss
County of Cook }

I, ............................................, a Notary Public in and for the County and State aforesaid, Do Hereby Certify that ................................................... who is personally known to me to be the same person whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial seal, this ............... day of ...................................... A.D. 1969.

..................................................
Notary Public
My Commission Expires..........

SECTION 2. This ordinance shall be effective from and after the date of its passage.

## Execution of Parking Facility Operator's Lease Agreement Authorized for Parking Facility No. 69.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on December 30, 1969, page 7349, recommending that the City Council pass a proposed ordinance transmitted with the committee's report [Proposed ordinance printed in Committee Pamphlet No. 19], to authorize execution of Parking Facility Operator's Lease Agreement for Parking Facility No. 69 for Year 1970.

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Singer, Fifielski, Kerwin, Wigoda, Sperling—39.

*Nays*—Aldermen Despres, Simon, Scholl, McCutcheon, Hoellen, O'Rourke—6.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Streets and Sanitation is hereby authorized and directed to execute on behalf of the City of Chicago, the City Comptroller to countersign, and the City Clerk to attest, upon approval of the Corporation Counsel as to form and legality, a Parking Facility Operator's Agreement between the City of Chicago and Sam D. Kaplan Auto Parks for Chicago Parking Facility No. 69 at No. 820 N. Marshfield Avenue. Said agreement is attached to this ordinance and made a part hereof, the same as if incorporated herein.

### CITY OF CHICAGO
### PARKING FACILITY
### OPERATOR'S AGREEMENT

This Agreement, made this ........................ day of ..........................., A.D. 19...., between the City of Chicago, a municipal corporation of the State of Illinois (sometimes hereinafter referred to as "City"), and Sam D. Kaplan d/b/a, Sam D. Kaplan Auto Parks (sometimes hereinafter referred to as "Operator").

This Agreement Witnesseth:

That for and in consideration of the mutual promises, covenants, terms and conditions, both general and special, as hereinafter set forth, the City hereby grants to the Operator the privileges hereinafter described and the Operator agrees to assume the duties, responsibilities, and obligations as hereinafter set forth, with respect to the premises and parking facility described as follows:

820 North Marshfield Avenue, Chicago, Illinois, known as City of Chicago Parking Facility No. 69.

This City of Chicago Parking Facility Operator's Agreement constitutes the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences shall be implied or impressed upon such Agreement that are not herein set forth.

The term of this Agreement shall be for the period of one (1) year beginning on the 1st day of January, 1970, and ending on the 31st day of December, 1970, unless said terms shall be sooner terminated as hereinafter provided.

## Article I.

*Definition of terms.*

A. "Bureau of Parking" means that agency of the City of Chicago, having management and control of the establishment, operation and maintenance of parking facilities.

B. "Commissioner" means the Commissioner of Streets and Sanitation of the City of Chicago, or any other official designated by the City Council to have administrative supervision over the Bureau of Parking.

C. "Operator" means any natural person, partnership, corporation, company or other legal entity who or which owns, controls, manages and directs the business of parking motor vehicles on public off-street parking lots, or in public off-street parking garages, or in other public off-street parking facilities.

## Article II.

*Assignment or transfer.*

The Operator shall not assign or transfer this Agreement nor any of the rights or privileges granted hereby, nor enter into any contract requiring or permitting the doing of any act hereunder by an independent contractor, unless otherwise expressly provided herein, without prior written approval signed by the Commissioner. If the Operator is a partnership or corporation or legal entity other than a natural person, and control of said entity changes at any time during the term hereof, the City may, at its option, deem and declare such change as a breach of this Agreement and take immediate possession of said premises and facility first hereinabove described. It is understood and agreed by and between the City and the Operator that nothing contained in this Agreement is intended or shall be construed as in any way creating or establishing the relationship of co-partners or joint venturers between the parties hereto.

## Article III.

*Present condition of premises.*

The Operator has examined the premises, facilities and appurtenances first hereinabove described, prior to and as a condition precedent to his acceptance and the execution of this Agreement, and is satisfied with the physical condition of said premises, and his taking possession shall constitute conclusive evidence of his receipt thereof in safe and sanitary condition, and in good order and repair, unless otherwise specified herein. The Operator agrees and admits that no representations as to condition or repair have been made by the City or its officers, employees or agents, which are not herein expressed or endorsed hereon, and that no promises to decorate, alter, repair or improve said premises, before, at or after the execution of this Agreement by the parties, not expressly contained herein, have been made by the City or its officers, employees or agents.

## Article IV.

*Future condition of premises.*

The Operator shall keep the premises, facility and appurtenances first hereinabove described in a safe, sanitary and sightly condition, and in good repair, and shall yield the same back to the City upon the termination of this Agreement in such condition and repair, ordinary wear and tear excepted. If said premises and facility shall not be so kept by the Operator, the City may enter the premises (without such entry constituting a termination of the privileges herein granted or an interference with the possession of or construction or other eviction from said premises and facility) and do all things necessary to restore said premises and facility to the condition herein required.

## Article V.

*Signs and advertising.*

The Operator shall not permit or place, post or cause to be placed or posted any sign, billboard, poster, advertising material or similar devices in view of the general public on, in or about the premises and facility without prior written approval signed by the Commissioner. Any such sign, billboard, poster, advertising material or similar devices not authorized by him may be removed by the City and all cost and expense resulting therefrom shall be charged to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses in addition to the rent and charges otherwise reserved in this Agreement. The City hereby reserves the right to erect and maintain such signs or billboards on the premises and facility, from time to time, as the Commissioner may deem advisable.

## Article VI.

*Alterations and additions.*

The Operator shall make no alterations or additions to the premises and facility first hereinabove described without the prior consent of the City as evidenced by approval in writing signed by the Commissioner. All alterations and additions shall remain as part of said premises and facility unless the City shall otherwise elect, as evidenced by prior approval in writing signed by the Commissioner. Said alterations and additions shall include, but are not limited to, locks, bolts and all fixtures.

## Article VII.

*Maintenance by Operator.*

The Operator agrees to maintain the premises and facility, advancing funds therefor, reimbursement being subject to all provisions of this Agreement, from day to day in good condition and repair and agrees to do all things necessary toward that end, particularly, but not limited to, the following:

A. Maintain all wheel stops and blocks.

B. Maintain and care for all planting.

C. Maintain all washrooms, toilets and rest rooms according to acceptable health standards.

D. Maintain the premises and facility in a clean, presentable condition, prevent accumulations of dirt, paper or trash of any kind upon the premises and facility.

E. Remove snow, ice and other obstructions from adjacent driveways and sidewalks. Said snow, ice and like debris to be removed shall not be placed upon the public ways or any portion thereof.

F. Make minor necessary repairs to plumbing, lighting and heating equipment. It is agreed by and between the parties that the Commissioner in his sole judgment shall determine whether a repair is minor or otherwise.

G. Advance payment for all utility services, including gas, heat, water and electricity, reimbursement being subject to all provisions of this Agreement.

Should the Operator fail to comply with any of the obligations listed above, the City may, after five (5) days notice to comply, in the event of non-compliance, enter upon said premises and take all steps necessary to insure compliance with the above obligations, in addition to other remedies set forth herein, charging the cost and expense of such entry and procedure to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses.

### Article VIII.

*Maintenance by City.*

The City agrees to maintain and pay for the following items of maintenance and equipment:

A. Maintain said facility in structural repair.

B. Make necessary major repairs to plumbing, lighting and heating.

C. Remove snow and ice, except from sidewalks and driveways.

D. Supply and maintain cash register.

E. Supply all parking tickets and other forms.

F. Supply and maintain pavement markings.

G. Supply electric light bulbs and replace said bulbs and fuses when necessary.

H. Maintain and replace all gates and barricades.

I. Maintain and keep in good working order the hoists, hoist equipment, lifts and elevators.

J. Maintain and keep in good working order all neon directional, informational, and advertising signs located in the interior or on the exterior of the facility.

### Article IX.

*Compliance with law; Liens.*

The Operator agrees to operate such facility as first hereinabove described in compliance at all times with this Agreement and all laws, statutes, ordinances and rules and regulations which are now in effect or which may be hereafter adopted, particularly, but not limited to, all rules and regulations of the Bureau of Parking, Department of Streets and Sanitation. The Operator agrees to keep premises, facility and appurtenances first hereinabove described free and clear of any and all liens in any way arising out of the Operator's use and maintenance thereof.

### Article X.

*Operation of facility.*

The Operator agrees to operate the facility subject to all provisions of this Agreement for the convenience of the public during the terms hereof and shall use and occupy the above premises solely for off-street parking of motor vehicles. The Operator shall use his best efforts to secure, maintain and develop the parking business conducted by him under the terms of this Agreement and to increase the same whenever and wherever possible, and shall refrain from and prevent the diversion of any such parking business from the facility whenever possible.

### Article XI.

*Hours of operation.*

The Operator agrees to operate the facility twenty-four (24) hours a day, seven (7) days a week, holidays included. The actual hours of operation will be determined by the Commissioner and may be changed from time to time at his sole discretion. Such change shall take effect within forty-eight (48) hours, Sundays and holidays excluded, after written notice thereof is received by the Operator.

### Article XII.

*Vehicle parking.*

At no time shall the Operator remove or permit or cause to be removed from the premises and facility any vehicle placed thereon for parking purposes without the express consent of the owner or Operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator enter or drive, or permit or cause to be entered or driven, any vehicle which has been placed upon the premises for the purpose of self-parking, without the express consent of the owner or Operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator accept or cause to be accepted for parking any commercial vehicles, except with the prior written approval signed by the Commissioner. At no time shall the Operator permit or cause to be permitted the parking of any vehicle whatsoever on or in the premises and facility free of charge.

### Article XIII.

*Operator's employees.*

A. The Operator hereby agrees to select, employ and pay such personnel as may be required in the operation of the facility first hereinabove mentioned, unless otherwise specifically provided for in this Agreement. The Operator agrees further that in performing the covenants, promises and conditions under this Agreement, he shall not discriminate against any worker, employee or applicant, nor against any member of the public, on account of race, creed, color or national origin, nor otherwise commit an unfair employment practice.

B. The Operator agrees further to do or cause to be done the following:

1. To supervise, direct and manage the activities of his employees in such manner as to provide prompt, safe, efficient and courteous services as will be adequate to meet all reasonable demands for parking services on the premises and facility, and to provide a sufficient number of said employees as to enable such services to be provided at all times of the operation of said facility.
2. To cause and require all employees serving as attendants on the premises and facility to wear uniforms, caps and badges to be supplied by and at the expense of the Operator and to require said employees at all times to present a neat and clean appearance. The color and design of said uniforms, caps and badges shall be first approved in writing signed by the Commissioner.

## Article XIV.

*Insurance.*

A. The City, at the time or prior to the execution of this Agreement, agrees to furnish all the insurance required under this Agreement and this Article, to be paid from the revenues resulting from the operation of the facility first hereinabove described. All policies of insurance shall name the beneficiary as indicated below and shall be delivered to and held by the City Comptroller. Said insurance shall be placed only with such insurance companies as are approved from time to time by the City Comptroller.

B. Each such insurance policy as set forth in this Article shall contain a provision to the effect that said insurance cannot be cancelled unless the City Comptroller has been notified not less than thirty (30) days prior to the intended cancellation date.

C. In the event that any additional premiums or audits shall be required, the same shall be paid by the City of Chicago from the revenues resulting from the operation of said facility; any return premiums or audits shall be paid to the City of Chicago, for deposit into an appropriate revenue fund.

D. The insurance to be provided as set forth in this Article shall include the following coverages to be maintained during the life of this Agreement:

1. Workmen's Compensation and Occupational Disease Insurance in the names of the City and Operator as insured parties, covering all employees engaged in any work pursuant to this Agreement; liability coverage to be not less than $100,000.00.

2. Fire, Extended Coverage, Vandalism and Malicious Mischief, in the name of the City as the insured party, with not less than eighty (80) per cent co-insurance on all buildings included in said facility; liability coverage to be not less than $350,000.00.

3. Not applicable to this contract.

4. Fire, Extended Coverage and Malicious Mischief for business interruption, in the names of the City and Operator as insured parties, contemplating (50) per cent of the gross earnings, as determined from previous earnings of said facility; liability coverage to be not less than $22,500.00.

5. Garage Keeper's Legal Liability, Fire and Explosion, Theft of Automobile, and Combined Coverage, in the names of the City and Operator as insured parties, to include riot, civil commotion, vandalism and malicious mischief with a $25.00 deductible provision, and a $100.00 deductible provision for collision and upset.

6. Plate glass coverage, in the names of the City and Operator as insured parties, fully covering all plate glass of the facility.

7. Commercial Blanket Fidelity Bond, in the name of the Operator as the insured party, covering all employees; liability coverage to be not less than $25,000.00.

8. Broad Form Money and Securities Insurance, in the name of the Operator as the insured party, covering interior and exterior locations, if necessary, liability coverage to be not less than $1,000.00.

9. Comprehensive Public Liability and Property Damage Insurance, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries from any one accident; and $50,000.00 for property damage resulting from any one accident.

10. Owner's or Landlord's Protective Policy, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries resulting from any one accident; and $50,000.00 for property damage resulting from any one accident.

11. Not applicable to this contract.

## Article XV.

*Destruction of facilities.*

A. In the event the premises and facility or a part thereof shall become damaged or destroyed by fire, explosion, or other casualty, and if the Commissioner determines in his sole judgment that said damages can be repaired within a reasonable time, upon notification thereof, the Operator agrees to submit plans and specifications for approval by the Commissioner, which are necessary to restore the premises and facility to the condition which existed prior to said damage, and agrees to make all repairs according to said plans and specifications after approval by the Commissioner. Failure of the Operator to submit said plans and specifications to the Commissioner within ten (10) days after the casualty above described, or failure to commence said restoration work within five (5) days after the Operator has received the plans and specifications as approved by the Commissioner, or failure to complete such restoration work within a reasonable time, will constitute an abandonment by the Operator.

B. The cost of such repairs and restoration described in this Article shall be paid from the funds received by the City and Operator under insurance policies to the extent said costs are thereunder covered. Should any balance of costs remain which are not covered by said insurance policies, fifty (50) percent of said balance shall be paid by the City and fifty (50) percent shall be paid by the Operator.

C. Notwithstanding the foregoing provisions, in the event of a casualty described in Paragraph A of this Article, the Commissioner may elect, in his sole judgment, to consider said premises and facility beyond repair and refuse to permit the repair, reconstruction or restoration of said premises and facility, and upon written notice of said election from the Commissioner to the Operator within thirty (30) days from the date of said casualty, the obligation of the Operator to pay such rent and charges as are hereinafter reserved to the City shall cease and this Agreement shall thereupon terminate; provided, however, that all rents and charges theretofore accrued shall remain due and payable by the Operator forthwith.

## Article XVI.

*Indemnification.*

The Operator shall assume all risks incident to or in connection with his business to be conducted hereunder and shall be solely responsible for all accidents or injuries of whatsoever kind or nature as may be sustained by any persons or property and the Operator shall indemnify, defend and save harmless the City, its officers, agents and employees from any and all claims, suits, losses or damages arising from said accidents or injuries of whatsoever kind or nature, arising directly or indirectly out of the operation of said business, or resulting from the carelessness, negligence or improper conduct of the City, Operator or any of their officers, agents or employees. Said Operator shall also indemnify, defend and save harmless the City, its officers, agents and employees from any penalties for violation of any law, statute, ordinance or regulation affecting its operations.

### Article XVII.

*Operator's Performance Bond.*

The Operator shall deliver to the City at the time of or prior to the execution of this Agreement an approved Government Bond payable to bearer or the City of Chicago or, in lieu thereof, a Performance Bond approved by the City Comptroller and the Corporation Counsel in the amount of $2,000.00. Said bond shall be conditioned upon the full and faithful performance by the Operator of each and every covenant, promise, term, condition, undertaking and agreement set forth in this Agreement.

### Article XVIII.

*Parking Fees and charges.*

The Operator hereby agrees to charge for parking vehicles on the premises and facility first hereinabove described the following fees, rates and charges, during the term of this Agreement:

A. *Transient.*

| | |
|---|---|
| First twenty minutes | $0.10 |
| Second twenty minutes | 0.10 |
| Third twenty minutes | 0.10 |
| Each hour thereafter | 0.10 |

B. *Monthly.*

| | |
|---|---|
| For each one-month period | $ 15.00 |
| Special space rental,<br>total per month | 575.00 |

C. It is understood and agreed that parking fees, rates and charges may be changed by the Commissioner when authorized and directed to do so by the City Council of the City of Chicago and the Operator agrees to make such changes when directed to do so by the Commissioner. Fees, rates and charges shall be put into effect within forty-eight (48) hours after written notification thereof has been given to the Operator by the Commissioner and shall remain in effect until changed by the Commissioner as herein provided.

### Article XIX.

*License fees, taxes and charges; budget; and compensation.*

A. *License fees, taxes and charges.*

The Operator shall advance all license fees, taxes and charges assessed under local ordinances and State and Federal statutes to the extent that they are applicable to the operation of the Facility. The Operator shall also secure armored car service for the daily collection of revenue from the Facility and advance payment for such services, the selection of the armored car service to be approved in writing by the Commissioner prior to the use thereof by the Operator.

B. *Budget.*

All expenses incurred or to be incurred by the Operator in anticipation of the advancement of funds under this Agreement shall be set forth in a budget for approval by the Commissioner on a form prescribed by the Commissioner, which shall include, but shall not be limited to, license fees, taxes, charges, employee payrolls and like expenses. The budget herein provided for shall be submitted no later than thirty (30) days following the execution of this Agreement and shall be supplemented from time to time so as to reflect such changes or additions as may become necessary or as requested by the Commissioner. The Operator shall submit such detailed supporting data as the Commissioner may request. Each expense item for which reimbursement is being claimed shall be designated as a reimbursable item on said budget. No expense item shall be reimbursed to the Operator unless approved by the Commissioner and the Independent Engineer.

C. *Compensation to Operator.*

For full and faithful performance of the provisions contained in this Agreement the Operator of Facility No. 69 shall be paid for the period of this Agreement 10.0% of all gross revenue collected.

D. *Settlement and reimbursement.*

The Operator's total fee and expense reimbursement shall be computed, finalized and settled for the entire period of this Agreement, specifically on the basis of actual results of the operation of the facility for the period covered by this Agreement, as determined by an examination of the books and records of the Operator by the City after the termination of said period; provided, however, that the City shall make monthly payments of fees and reimbursable expenses, with quarterly adjustments, which shall substantially cover the Operator's earned fees and actual reimbursable expenses for each month under the following procedure:

(1) It is estimated that the Operator's yearly management fee for Facility No. 69 will be approximately $1,750.00 and that the Operator's annual reimbursable expense will be approximately $11,450.00 making the total annual payment to the Operator to be approximately $13,200.00. The Operator shall receive a monthly reimbursement of one-twelfth of the total approximate yearly payment, or $1,100.00 on the tenth day of the following month for the first eleven months of the Agreement. The final settlement payment shall constitute the twelfth payment.

(2) At the end of the first three quarters of the period of this Agreement, the Operator shall submit to the City quarterly expense statements reflecting actual expenses incurred within each said quarter by the Operator for said facility. At the end of each quarter the Commissioner shall review actual management fees earned and expenses incurred and if, in his sole judgment, the estimated monthly reimbursement does not correctly reflect actual operations, he may appropriately adjust the monthly reimbursement to reflect actual operating conditions.

(3) At the end of the fourth quarter of the period of this Agreement, the Operator shall submit to the City the fourth quarterly reimbursable expense statement reflecting actual expenses incurred within said quarter. This quarterly statement, when combined with the three previously submitted quarterly statements, shall be used as the basis for computing the final settlement, subject to the aforementioned audit. Such audit shall be completed within 90 days after the expiration of this Agreement and final settlement shall be made within 120 days after the expiration of this Agreement.

In the event that parking rates for Facility No. 69 are increased and are to take effect at any time during the period of this Agreement, this Article XIX shall be subject to review, adjustment and renegotiation by and between the City and the Operator with respect to compensation, and supplemental agreement by and between said parties shall be drawn for the approval of the City Council and execution by the parties.

### Article XX.

*Collection of fees and charges.*

All parking fees and charges made and collected by the Operator and his employees under the terms of this Agreement shall be deposited daily with the armored car service referred to in Article XIX. B.

hereof and said armored car service shall deposit said fees and charges for credit to such appropriate revenue account as shall be designated by the Commissioner, said procedure set forth in further detail in the Rules and Regulations promulgated by the Bureau of Parking. All such parking fees and charges shall be made pursuant to parking tickets supplied by the City, which shall be time stamped by the Operator and his employees in accordance with the Rules and Regulations hereinabove referred to, with the exception of monthly charges, otherwise provided for therein.

### Article XXI.

*Operator's records.*

The Operator shall keep accurate records, books and accounts in conformity with a system approved by the Commissioner and agrees to permit authorized personnel of the City to examine said records, books and accounts at any reasonable time as a matter of right.

### Article XXII.

*Vacation and abandonment of premises.*

A. If the Operator shall vacate, desert or abandon the premises and facility, or shall permit the same to remain vacated, deserted or abandoned for a period of ten (10) days, or if the Operator shall breach any covenant, promise or condition set forth in this Agreement, or if the Operator shall default in the payment of any rent or charges payable by him under this Agreement, or if the Operator shall sell, assign or mortgage this Agreement or any provision hereof, or if the Operator shall be in default with respect to his performance of any covenants, promises or conditions contained in this Agreement, or if the Operator shall fail to comply with any of the statutes, ordinances, rules, orders, regulations or requirements of the Federal, State and City government, or any and all of their departments and bureaus applicable or pertinent to said premises and facility, or in the event of the death or incapacity of the Operator, then the Operator's right to possession of the premises and facility thereupon shall cease and terminate, with or without any notice or demand whatsoever if the City so elects, but not otherwise. In such event or events hereinabove set forth, whether this Agreement shall be terminated or not, the Operator agrees to surrender to the City possession of the premises and facility immediately without notice to quit or demand for possession of the premises and facility whatsoever, and the Operator hereby grants to the City full and free license to enter into and upon said premises and facility, or any part thereof, to take possession thereof and expel and remove the Operator or any other person who may be occupying the premises and facility or any part thereof, without resort to courts for an order sanctioning such action, and the City may use force in expelling and removing the Operator and such other person as may be reasonably necessary to accomplish said purpose. It is agreed by the Operator that said entry of the premises and facility by the City shall not constitute a trespass or forcible entry or detainer, nor shall it cause forfeiture of charges due by virtue of the provisions of this Agreement, nor a waiver of any covenant, agreement or promise in this Agreement to be performed by the Operator.

B. The Operator hereby waives all notice of any election made by the City under this Agreement, demand for revenues or other charges reserved under this Agreement, notice to quit, demand for possession, and any and all notices and demands whatsoever, of every kind and nature, which may or shall be required by any statute of this State relating to forcible entry and detainer, or to landlord and tenant, or any other statute, or under the common law, during the term of this Agreement. The acceptance of any rents or charges reserved by the City under this Agreement, whether in a single instance or repeatedly, after they shall fall due, or after knowledge of any breach hereof by the Operator, or giving or making of any notice or demand, whether according to any statutory provisions or not, or any act or series of acts, except an express written waiver, shall not be construed as a waiver of the City's right to act without notice or demand or any other right hereby given the City, or as an election not to proceed under the provisions of this Agreement.

D. If the Operator shall file a petition in bankruptcy or shall be involuntarily placed in bankruptcy, or shall be adjudicated a bankrupt, or shall make an assignment for the benefit of creditors, or shall take advantage of any provisions in any statute or ordinance for the advantage of insolvent persons, the City may elect to terminate this Agreement and the term hereof and take immediate possession of the premises facility and appurtenances without notice.

E. In the event the City elects to terminate this Agreement because of a violation of any provisions of this Article, upon such termination the Operator shall compensate the City for any loss in revenue as may be sustained by reason of such termination and provision for such compensation shall be made a condition of the Performance Bond referred to in Article XVII of this Agreement.

F. It is further agreed by and between the parties that the rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

### Article XXIII.

*Costs, expenses and attorney's fees.*

The Operator agrees to pay and discharge all costs, expenses and attorney's fees which shall be incurred and expended by the City in enforcing the covenants, promises and conditions of this Agreement, whether by the institution of litigation or in taking of advice of counsel, or otherwise.

### Article XXIV.

*Notices.*

Notices to the City provided under this Agreement may be sent by registered mail, postage prepaid, addressed to the Commissioner of Streets and Sanitation, Room 707, City Hall, Chicago, Illinois, 60602, and notices to the Operator provided for in this Agreement may be sent by registered mail, postage prepaid, addressed to the Operator at: Sam D. Kaplan Auto Parks, 188 Randolph Tower, Chicago, Illinois, or in either case to such other respective parties and addresses as the parties hereto may designate in writing from time to time. Such notices shall be deemed to have been given when deposited in any United States Post Office.

### Article XXV.

*Construction of Agreement.*

It is agreed by and between the parties hereto that all general provisions, terms, phrases, and expressions shall be subject to rules of construction as will fully implement the true intent and meaning of the parties to this Agreement, including, but not limited to, the following:

A. Words importing the singular number may extend and be applied to several persons or things, and words importing the plural number may include the singular.

B. Words importing the masculine gender may be applied to the feminine gender and to impersonal legal entities.

C. The word "month" means a calendar month, and the word "year" means a calendar year, unless otherwise expressed.

### Article XXVI.

*City Council approval.*

This Agreement was authorized by the City Council of the City of Chicago, on the ............day of ...................... A.D. 19...... Council Journal page.......

In Witness Whereof, the parties hereto have caused this Agreement to be executed under their respective seals on the day and year first above written.

City of Chicago, a municipal corporation.
By: ..........................................
Commissioner of Streets and Sanitation
By: ..........................................
City Comptroller
Operator:
By: ..........................................
Title
By: ..........................................
Attest Title
(Corporate seal)
Approved:
..............................................
Independent Engineer
Approved as to form and legality, except as to property description and execution:
..............................................
Assistant Corporation Counsel

ACKNOWLEDGMENT BY PRINCIPAL IF AN INDIVIDUAL

State of Illinois }
}ss
County of Cook }

I, ..........................................., a Notary Public in and for the County and State aforesaid, Do Hereby Certify that ..................................................... who is personally known to me to be the same person whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial seal, this ................ day of ...................................... A.D. 1969.

..............................................
Notary Public
My Commission Expires..........

SECTION 2. This ordinance shall be effective from and after the date of its passage.

## Execution of Parking Facility Operator's Lease Agreement Authorized for Parking Facility No. 71.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on December 30, 1969, page 7350, recommending that the City Council pass a proposed ordinance transmitted with the committee's report [Proposed ordinance printed in Committee Pamphlet No. 19], to authorize execution of Parking Facility Operator's Lease Agreement for Parking Facility No. 71 for Year 1970.

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Singer, Fifielski, Kerwin, Wigoda, Sperling—39.

*Nays*—Aldermen Despres, Simon, Scholl, McCutcheon, Hoellen, O'Rourke—6.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Streets and Sanitation is hereby authorized and directed to execute on behalf of the City of Chicago, the City Comptroller to countersign, and the City Clerk to attest, upon approval of the Corporation Counsel as to form and legality, a Parking Facility Operator's Agreement between the City of Chicago and G and J Parking for Chicago Parking Facility No. 71 at No. 2006 E. 72nd Street. Said agreement is attached to this ordinance and made a part hereof, the same as if incorporated herein.

### CITY OF CHICAGO
### PARKING FACILITY
### OPERATOR'S AGREEMENT

This Agreement, made this ........................ day of .................................., A.D. 19......, between the City of Chicago, a municipal corporation of the State of Illinois (sometimes hereinafter referred to as "City"), and Harry and Narissa Johnson d/b/a, G. and J. Parking (sometimes hereinafter referred to as "Operator").

This Agreement Witnesseth:

That for and in consideration of the mutual promises, covenants, terms and conditions, both general and special, as hereinafter set forth, the City hereby grants to the Operator the privileges hereinafter described and the Operator agrees to assume the duties, responsibilities, and obligations as hereinafter set forth, with respect to the premises and parking facility described as follows:

2006 East 72nd Street, Chicago, Illinois, known as City of Chicago Parking Facility No. 71.

This City of Chicago Parking Facility Operator's Agreement constitutes the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences shall be implied or impressed upon such Agreement that are not herein set forth.

The term of this Agreement shall be for the period of one (1) year beginning on the 1st day of January, 1970, and ending on the 31st day of December 1970, unless said terms shall be sooner terminated as hereinafter provided.

### Article I.

*Definition of terms.*

A. "Bureau of Parking" means that agency of the City of Chicago, having management and control of the establishment, operation and maintenance of parking facilities.

B. "Commissioner" means the Commissioner of Streets and Sanitation of the City of Chicago, or any other official designated by the City Council to have administrative supervision over the Bureau of Parking.

C. "Operator" means any natural person, partnership, corporation, company or other legal entity who or which owns, controls, manages and directs the business of parking motor vehicles on public off-street parking lots, or in public off-street parking garages, or in other public off-street parking facilities.

### Article II.

*Assignment or transfer.*

The Operator shall not assign or transfer this Agreement nor any of the rights or privileges granted hereby, nor enter into any contract requiring or permitting the doing of any act hereunder by an independent contractor, unless otherwise expressly provided herein, without prior written approval signed by the Commissioner. If the Operator is a partnership or corporation or legal entity other than a natural person, and control of said entity changes at any time during the term hereof, the City may, at its option, deem and declare such change as a breach of this Agreement and take immediate possession of said premises and facility first hereinabove described. It is understood and agreed by and between the City and the Operator that nothing contained in this Agreement is intended or shall be construed as in any way creating or establishing the relationship of co-partners or joint venturers between the parties hereto.

### Article III.

*Present condition of premises.*

The Operator has examined the premises, facilities and appurtenances first hereinabove described, prior to and as a condition precedent to his acceptance and the execution of this Agreement, and is satisfied with the physical condition of said premises, and his taking possession shall constitute conclusive evidence of his receipt thereof in safe and sanitary condition, and in good order and repair, unless otherwise specified herein. The Operator agrees and admits that no representations as to condition or repair have been made by the City or its officers, employees or agents, which are not herein expressed or endorsed hereon, and that no promises to decorate, alter, repair or improve said premises, before, at or after the execution of this Agreement by the parties, not expressly contained herein, have been made by the City or its officers, employees or agents.

### Article IV.

*Future condition of premises.*

The Operator shall keep the premises, facility and appurtenances first hereinabove described in a safe, sanitary and sightly condition, and in good repair, and shall yield the same back to the City upon the termination of this Agreement in such condition and repair, ordinary wear and tear excepted. If said premises and facility shall not be so kept by the Operator, the City may enter the premises (without such entry constituting a termination of the privileges herein granted or an interference with the possession of or construction or other eviction from said premises and facility) and do all things necessary to restore said premises and facility to the condition herein required.

### Article V.

*Signs and advertising.*

The Operator shall not permit or place, post or cause to be placed or posted any sign, billboard, poster, advertising material or similar devices in view of the general public on, in or about the premises and facility without prior written approval signed by the Commissioner. Any such sign, billboard, poster, advertising material or similar devices not authorized by him may be removed by the City and all cost and expense resulting therefrom shall be charged to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses in addition to the rent and charges otherwise reserved in this Agreement. The City hereby reserves the right to erect and maintain such signs or billboards on the premises and facility, from time to time, as the Commissioner may deem advisable.

### Article VI.

*Alterations and additions.*

The Operator shall make no alterations or additions to the premises and facility first hereinabove described without the prior consent of the City as evidenced by approval in writing signed by the Commissioner. All alterations and additions shall remain as part of said premises and facility unless the City shall otherwise elect, as evidenced by prior approval in writing signed by the Commissioner. Said alterations and additions shall include, but are not limited to, locks, bolts and all fixtures.

### Article VII.

*Maintenance by Operator.*

The Operator agrees to maintain the premises and facility, advancing funds therefor, reimbursement being subject to all provisions of this Agreement, from day to day in good condition and repair and agrees to do all things necessary toward that end, particularly, but not limited to, the following:

A. Maintain all wheel stops and blocks.

B. Maintain and care for all planting.

C. Maintain all washrooms, toilets and rest rooms according to acceptable health standards.

D. Maintain the premises and facility in a clean, presentable condition, prevent accumulations of dirt, paper or trash of any kind upon the premises and facility.

E. Remove snow, ice and other obstructions from adjacent driveways and sidewalks. Said snow, ice and like debris to be removed shall not be placed upon the public ways or any portion thereof.

F. Make minor necessary repairs to plumbing, lighting and heating equipment. It is agreed by and between the parties that the Commissioner in his sole judgment shall determine whether a repair is minor or otherwise.

G. Advance payment for all utility services, including gas, heat, water and electricity, reimbursement being subject to all provisions of this Agreement.

Should the Operator fail to comply with any of the obligations listed above, the City may, after five (5) days notice to comply, in the event of non-compliance, enter upon said premises and take all steps necessary to insure compliance with the above obligations, in addition to other remedies set forth herein, charging the cost and expense of such entry and procedure to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses.

### Article VIII.

*Maintenance by City.*

The City agrees to maintain and pay for the following items of maintenance and equipment:

A. Maintain said facility in structural repair.

B. Make necessary major repairs to plumbing, lighting and heating.

C. Remove snow and ice, except from sidewalks and driveways.

D. Supply and maintain cash register.

E. Supply all parking tickets and other forms.

F. Supply and maintain pavement markings.

G. Supply electric light bulbs and replace said bulbs and fuses when necessary.

H. Maintain and replace all gates and barricades.

I. Maintain and keep in good working order the hoists, hoist equipment, lifts and elevators.

J. Maintain and keep in good working order all neon directional, informational, and advertising signs located in the interior or on the exterior of the facility.

### Article IX.

*Compliance with law; Liens.*

The Operator agrees to operate such facility as first hereinabove described in compliance at all times with this Agreement and all laws, statutes, ordinances and rules and regulations which are now in effect or which may be hereafter adopted, particularly, but not limited to, all rules and regulations of the Bureau of Parking, Department of Streets and Sanitation. The Operator agrees to keep premises, facility and appurtenances first hereinabove described free and clear of any and all liens in any way arising out of the Operator's use and maintenance thereof.

### Article X.

*Operation of facility.*

The Operator agrees to operate the facility subject to all provisions of this Agreement for the convenience of the public during the terms hereof and shall use and occupy the above premises solely for off-street parking of motor vehicles. The Operator shall use his best efforts to secure, maintain and develop the parking business conducted by him under the terms of this Agreement and to increase the same whenever and wherever possible, and shall refrain from and prevent the diversion of any such parking business from the facility whenever possible.

### Article XI.

*Hours of operation.*

The Operator agrees to operate the facility twenty-four (24) hours a day, seven (7) days a week, holidays included. The actual hours of operation will be determined by the Commissioner and may be changed from time to time at his sole discretion. Such change shall take effect within forty-eight (48) hours, Sundays and holidays excluded, after written notice thereof is received by the Operator.

### Article XII.

*Vehicle parking.*

At no time shall the Operator remove or permit or cause to be removed from the premises and facility any vehicle placed thereon for parking purposes without the express consent of the owner or Operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator enter or drive, or permit or cause to be entered or driven, any vehicle which has been placed upon the premises for the purpose of self-parking, without the express consent of the owner or Operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator accept or cause to be accepted for parking any commercial vehicles, except with the prior written approval signed by the Commissioner. At no time shall the Operator permit or cause to be permitted the parking of any vehicle whatsoever on or in the premises and facility free of charge.

### Article XIII.

*Operator's employees.*

A. The Operator hereby agrees to select, employ and pay such personnel as may be required in the operation of the facility first hereinabove mentioned, unless otherwise specifically provided for in this Agreement. The Operator agrees further that in performing the covenants, promises and conditions under this Agreement, he shall not discriminate against any worker, employee or applicant, nor against any member of the public, on account of race, creed, color or national origin, nor otherwise commit an unfair employment practice.

B. The Operator agrees further to do or cause to be done the following:

1. To supervise, direct and manage the activities of his employees in such manner as to provide prompt, safe, efficient and courteous services as will be adequate to meet all reasonable demands for parking services on the premises and facility, and to provide a sufficient number of said employees as to enable such services to be provided at all times of the operation of said facility.
2. To cause and require all employees serving as attendants on the premises and facility to wear uniforms, caps and badges to be supplied by and at the expense of the Operator and to require said employees at all times to present a neat and clean appearance. The color and design of said uniforms, caps and badges shall be first approved in writing signed by the Commissioner.

### Article XIV.

*Insurance.*

A. The City, at the time or prior to the execution of this Agreement, agrees to furnish all the insurance required under this Agreement and this Article, to be paid from the revenues resulting from the operation of the facility first hereinabove described. All policies of insurance shall name the beneficiary as indicated below and shall be delivered to and held by the City Comptroller. Said insurance shall be placed only with such insurance companies as are approved from time to time by the City Comptroller.

B. Each such insurance policy as set forth in this Article shall contain a provision to the effect that said insurance cannot be cancelled unless the City Comptroller has been notified not less than thirty (30) days prior to the intended cancellation date.

C. In the event that any additional premiums or audits shall be required, the same shall be paid by the City of Chicago from the revenues resulting from the operation of said facility; any return premiums or audits shall be paid to the City of Chicago, for deposit into an appropriate revenue fund.

D. The insurance to be provided as set forth in this Article shall include the following coverages to be maintained during the life of this Agreement:

1. Workmen's Compensation and Occupational Disease Insurance in the names of the City and Operator as insured parties, covering all employees engaged in any work pursuant to this Agreement; liability coverage to be not less than $100,000.00.

2. Not applicable to this contract.

3. Not applicable to this contract.

4. Not applicable to this contract.

5. Garage Keeper's Legal Liability, Fire and Explosion, Theft of Automobile, and Combined Coverage, in the names of the City and Operator as insured parties, to include riot, civil commotion, vandalism and malicious mischief with a $25.00 deductible provision, and a $100.00 deductible provision for collision and upset.

6. Plate glass coverage, in the names of the City and Operator as insured parties, fully covering all plate glass of the facility.

7. Commercial Blanket Fidelity Bond, in the name of the Operator as the insured party, covering all employees; liability coverage to be not less than $25,000.00.

8. Not applicable to this contract.

9. Comprehensive Public Liability and Property Damage Insurance, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries from any one accident; and $50,000.00 for property damage resulting from any one accident.

10. Owner's or Landlord's Protective Policy, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries resulting from any one accident; and $50,000.00 for property damage resulting from any one accident.

11. Not applicable to this contract.

### Article XV.

*Destruction of facilities.*

A. In the event the premises and facility or a part thereof shall become damaged or destroyed by fire, explosion, or other casualty, and if the Commissioner determines in his sole judgment that said damages can be repaired within a reasonable time, upon notification thereof, the Operator agrees to submit plans and specifications for approval by the Commissioner, which are necessary to restore the premises and facility to the condition which existed prior to said damage, and agrees to make all repairs according to said plans and specifications after approval by the Commissioner. Failure of the Operator to submit said plans and specifications to the Commissioner within ten (10) days after the casualty above described, or failure to commence said restoration work within five (5) days after the Operator has received the plans and specifications as approved by the Commissioner, or failure to complete such restoration work within a reasonable time, will constitute an abandonment by the Operator.

B. The cost of such repairs and restoration described in this Article shall be paid from the funds received by the City and Operator under insurance policies to the extent said costs are thereunder covered. Should any balance of costs remain which are not covered by said insurance policies, fifty (50) percent of said balance shall be paid by the City and fifty (50) percent shall be paid by the Operator.

C. Notwithstanding the foregoing provisions, in the event of a casualty described in Paragraph A of this Article, the Commissioner may elect, in his sole judgment, to consider said premises and facility beyond repair and refuse to permit the repair, reconstruction or restoration of said premises and facility, and upon written notice of said election from the Commissioner to the Operator within thirty (30) days from the date of said casualty, the obligation of the Operator to pay such rent and charges as are hereinafter reserved to the City shall cease and this Agreement shall thereupon terminate; provided, however, that all rents and charges theretofore accrued shall remain due and payable by the Operator forthwith.

### Article XVI.

*Indemnification.*

The Operator shall assume all risks incident to or in connection with his business to be conducted hereunder and shall be solely responsible for all accidents or injuries of whatsoever kind or nature as may be sustained by any persons or property and the Operator shall indemnify, defend and save harmless the City, its officers, agents and employees from any and all claims, suits, losses or damages arising from said accidents or injuries of whatsoever kind or nature, arising directly or indirectly out of the operation of said business, or resulting from the carelessness, negligence or improper conduct of the City, Operator or any of their officers, agents or employees. Said Operator shall also indemnify, defend and save harmless the City, its officers, agents and employees from any penalties for violation of any law, statute, ordinance or regulation affecting its operations.

### Article XVII.

*Operator's Performance Bond.*

The Operator shall deliver to the City at the time of or prior to the execution of this Agreement an approved Government Bond payable to bearer or the City of Chicago or, in lieu thereof, a Performance Bond approved by the City Comptroller and the Corporation Counsel in the amount of $500.00. Said bond shall be conditioned upon the full and faithful performance by the Operator of each and every covenant, promise, term, condition, undertaking and agreement set forth in this Agreement.

### Article XVIII.

*Parking Fees and charges.*

The Operator hereby agrees to charge for parking vehicles on the premises and facility first hereinabove described the following fees, rates and charges, during the term of this Agreement:

A. *Transient.*

| | |
|---|---|
| First twenty minutes | $0.05 |
| Second twenty minutes | 0.05 |
| Third twenty minutes | 0.05 |
| Second hour | 0.10 |
| Each additional hour | 0.15 |

B. *Monthly.*

| | |
|---|---|
| For each one-month period | $10.00 |

C. It is understood and agreed that parking fees, rates and charges may be changed by the Commissioner when authorized and directed to do so by the City Council of the City of Chicago and the Operator agrees to make such changes when directed to do so by the Commissioner. Fees, rates and charges shall be put into effect within forty-eight (48) hours after written notification thereof has been given to the Operator by the Commissioner and shall remain in effect until changed by the Commissioner as herein provided.

## Article XIX.

*License fees, taxes and charges; budget; and compensation.*

A. *License fees, taxes and charges.*

The Operator shall advance all license fees, taxes and charges assessed under local ordinances and State and Federal statutes to the extent that they are applicable to the operation of the Facility. The Operator shall also secure armored car service for the daily collection of revenue from the Facility and advance payment for such services, the selection of the armored car service to be approved in writing by the Commissioner prior to the use thereof by the Operator.

B. *Budget.*

All expenses incurred or to be incurred by the Operator in anticipation of the advancement of funds under this Agreement shall be set forth in a budget for approval by the Commissioner on a form prescribed by the Commissioner, which shall include, but shall not be limited to, license fees, taxes, charges, employee payrolls and like expenses. The budget herein provided for shall be submitted no later than thirty (30) days following the execution of this Agreement and shall be supplemented from time to time so as to reflect such changes or additions as may become necessary or as requested by the Commissioner. The Operator shall submit such detailed supporting data as the Commissioner may request. Each expense item for which reimbursement is being claimed shall be designated as a reimbursable item on said budget period. No expense item shall be reimbursed to the Operator unless approved by the Commissioner and Independent Engineer.

C. *Compensation to Operator.*

For full and faithful performance of the provisions contained in this Agreement the Operator of Facility No. 71 shall be paid for the period of this Agreement 10.0% of all gross revenue collected.

D. *Settlement and reimbursement.*

The Operator's total fee and expense reimbursement shall be computed, finalized and settled for the entire period of this Agreement, specifically on the basis of actual results of the operation of the facility for the period covered by this Agreement, as determined by an examination of the books and records of the Operator by the City after the termination of said period; provided, however, that the City shall make monthly payments of fees and reimbursable expenses, with quarterly adjustments, which shall substantially cover the Operator's earned fees and actual reimbursable expenses for each month under the following procedure:

(1) It is estimated that the Operator's yearly management fee for Facility No. 71 will be approximately $300.00 and that the Operator's annual reimbursable expense will be approximately $3,900.00 making the total annual payment to the Operator to be approximately $4,200.00. The Operator shall receive a monthly reimbursement of one-twelfth of the total approximate yearly payment, or $350.00 on the tenth day of the following month for the first eleven months of the Agreement. The final settlement payment shall constitute the twelfth payment.

(2) At the end of the first three quarters of the period of this Agreement, the Operator shall submit to the City quarterly expense statements reflecting actual expenses incurred within each said quarter by the Operator for said facility. At the end of each quarter the Commissioner shall review actual management fees earned and expenses incurred and if, in his sole judgment, the estimated monthly reimbursement does not correctly reflect actual operations, he may appropriately adjust the monthly reimbursement to reflect actual operating conditions.

(3) At the end of the fourth quarter of the period of this Agreement, the Operator shall submit to the City the fourth quarterly reimbursable expense statement reflecting actual expenses incurred within said quarter. This quarterly statement, when combined with the three previously submitted quarterly statements, shall be used as the basis for computing the final settlement, subject to the aforementioned audit. Such audit shall be completed within 90 days after the expiration of this Agreement and final settlement shall be made within 120 days after the expiration of this Agreement.

In the event that parking rates for Facility No. 71 are increased and are to take effect at any time during the period of this Agreement, this Article XIX shall be subject to review, adjustment and renegotiation by and between the City and the Operator with respect to compensation, and supplemental agreement by and between said parties shall be drawn for the approval of the City Council and execution by the parties.

## Article XX.

*Collection of fees and charges.*

All parking fees and charges made and collected by the Operator and his employees under the terms of this Agreement shall be deposited daily with the armored car service referred to in Article XIX. B. hereof and said armored car service shall deposit said fees and charges for credit to such appropriate revenue account as shall be designated by the Commissioner, said procedure set forth in further detail in the Rules and Regulations promulgated by the Bureau of Parking. All such parking fees and charges shall be made pursuant to parking tickets supplied by the City, which shall be time stamped by the Operator and his employees in accordance with the Rules and Regulations hereinabove referred to, with the exception of monthly charges, otherwise provided for therein.

## Article XXI.

*Operator's records.*

The Operator shall keep accurate records, books and accounts in conformity with a system approved by the Commissioner and agrees to permit authorized personnel of the City to examine said records, books and accounts at any reasonable time as a matter of right.

## Article XXII.

*Vacation and abandonment of premises.*

A. If the Operator shall vacate, desert or abandon the premises and facility, or shall permit the same to remain vacated, deserted or abandoned for a period of ten (10) days, or if the Operator shall breach any covenant, promise or condition set forth in this Agreement, or if the Operator shall default in the payment of any rent or charges payable by him under this Agreement, or if the Operator shall sell assign or mortgage this Agreement or any provision hereof, or if the Operator shall be in default with respect to his performance of any covenants, promises or conditions contained in this Agreement, or if the Operator shall fail to comply with any of the statutes, ordinances, rules, orders, regulations or requirements of the Federal, State and City government, or any and all of their departments and bureaus applicable or pertinent to said premises and facility, or in the event of the death or incapacity of the Operator, then the Operator's right to possession of the premises and facility thereupon shall cease and terminate, with or without any notice or demand whatsoever if the

City so elects, but not otherwise. In such event or events hereinabove set forth, whether this Agreement shall be terminated or not, the Operator agrees to surrender to the City possession of the premises and facility immediately without notice to quit or demand for possession of the premises and facility whatsoever, and the Operator hereby grants to the City full and free license to enter into and upon said premises and facility, or any part thereof, to take possession thereof and expel and remove the Operator or any other person who may be occupying the premises and facility or any part thereof, without resort to courts for an order sanctioning such action, and the City may use force in expelling and removing the Operator and such other person as may be reasonably necessary to accomplish said purpose. It is agreed by the Operator that said entry of the premises and facility by the City shall not constitute a trespass or forcible entry or detainer, nor shall it cause forfeiture of charges due by virtue of the provisions of this Agreement, nor a waiver of any covenant, agreement or promise in this Agreement to be performed by the Operator.

B. The Operator hereby waives all notice of any election made by the City under this Agreement, demand for revenues or other charges reserved under this Agreement, notice to quit, demand for possession, and any and all notices and demands whatsoever, of every kind and nature, which may or shall be required by any statute of this State relating to forcible entry and detainer, or to landlord and tenant, or any other statute, or under the common law, during the term of this Agreement. The acceptance of any rents or charges reserved by the City under this Agreement, whether in a single instance or repeatedly, after they shall fall due, or after knowledge of any breach hereof by the Operator, or giving or making of any notice or demand, whether according to any statutory provisions or not, or any act or series of acts, except an express written waiver, shall not be construed as a waiver of the City's right to act without notice or demand or any other right hereby given the City, or as an election not to proceed under the provisions of this Agreement.

D. If the Operator shall file a petition in bankruptcy or shall be involuntarily placed in bankruptcy, or shall be adjudicated a bankrupt, or shall make an assignment for the benefit of creditors, or shall take advantage of any provisions in any statute or ordinance for the advantage of insolvent persons, the City may elect to terminate this Agreement and the term hereof and take immediate possession of the premises facility and appurtenances without notice.

E. In the event the City elects to terminate this Agreement because of a violation of any provisions of this Article, upon such termination the Operator shall compensate the City for any loss in revenue as may be sustained by reason of such termination and provision for such compensation shall be made a condition of the Performance Bond referred to in Article XVII of this Agreement.

F. It is further agreed by and between the parties that the rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

### Article XXIII.

*Costs, expenses and attorney's fees.*

The Operator agrees to pay and discharge all costs, expenses and attorney's fees which shall be incurred and expended by the City in enforcing the covenants, promises and conditions of this Agreement, whether by the institution of litigation or in taking of advice of counsel, or otherwise.

### Article XXIV.

*Notices.*

Notices to the City provided under this Agreement may be sent by registered mail, postage prepaid, addressed to the Commissioner of Streets and Sanitation, Room 707, City Hall, Chicago, Illinois 60602, and notices to the Operator provided for in this Agreement may be sent by registered mail, postage prepaid, addressed to the Operator at: G. and J. Parking, 9443 South Eberhart Avenue, Chicago, Illinois 60619, or in either case to such other respective parties and addresses as the parties hereto may designate in writing from time to time. Such notices shall be deemed to have been given when deposited in any United States Post Office.

### Article XXV.

*Construction of Agreement.*

It is agreed by and between the parties hereto that all general provisions, terms, phrases, and expressions shall be subject to rules of construction as will fully implement the true intent and meaning of the parties to this Agreement, including, but not limited to, the following:

A. Words importing the singular number may extend and be applied to several persons or things, and words importing the plural number may include the singular.

B. Words importing the masculine gender may be applied to the feminine gender and to impersonal legal entities.

C. The word "month" means a calendar month, and the word "year" means a calendar year, unless otherwise expressed.

### Article XXVI.

*City Council approval.*

This Agreement was authorized by the City Council of the City of Chicago, on the ............day of ....................... A.D. 19...... Council Journal page.......

In Witness Whereof, the parties hereto have caused this Agreement to be executed under their respective seals on the day and year first above written.

City of Chicago, a municipal corporation.
By: ..........................................
Commissioner of Streets and Sanitation
By: ..........................................
City Comptroller
Operator:
By: ..........................................
Title
By: ..........................................
Attest Title
(Corporate seal)
Approved:
..................................................
Independent Engineer
**Approved as to form and legality, except as to property description and execution:**
..................................................
Assistant Corporation Counsel

ACKNOWLEDGMENT BY PRINCIPAL IF AN INDIVIDUAL

State of Illinois }
} ss
County of Cook }

I, ........................................., a Notary Public in and for the County and State aforesaid, Do Hereby Certify that ................................................. who is personally known to me to be the same person whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial seal, this ............... day of ...................................... A.D. 1969.

..................................................

Notary Public

My Commission Expires.........

SECTION 2. This ordinance shall be effective from and after the date of its passage.

## Execution of Parking Facility Operator's Lease Agreement Authorized for Parking Facility No. 72.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on December 30, 1969, page 7350, recommending that the City Council pass a proposed ordinance transmitted with the committee's report [Proposed ordinance printed in Committee Pamphlet No. 19], to authorize execution of Parking Facility Operator's Lease Agreement for Parking Facility No. 72 for Year 1970.

On motion of Alderman Keane said proposed ordinance was *Passed*, by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Singer, Fifielski, Kerwin, Wigoda, Sperling—39.

*Nays*—Aldermen Despres, Simon, Scholl, McCutcheon, Hoellen, O'Rourke—6.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost*.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Streets and Sanitation is hereby authorized and directed to execute on behalf of the City of Chicago, the City Comptroller to countersign, and the City Clerk to attest, upon approval of the Corporation Counsel as to form and lagality, a Parking Facility Operator's Agreement between the City of Chicago and G. and J. Parking for Chicago Parking Facility No. 72 at No. 1533 E. 67th Street. Said agreement is attached to this ordinance and made a part hereof, the same as if incorporated herein.

### CITY OF CHICAGO
### PARKING FACILITY
### OPERATOR'S AGREEMENT

This Agreement, made this ...................... day of ........................., A.D. 19...., between the City of Chicago, a municipal corporation of the State of Illinois (sometimes hereinafter referred to as "City"), and Harry and Narissa Johnson d/b/a, G. and J. Parking (sometimes hereinafter referred to as "Operator").

This Agreement Witnesseth:

That for and in consideration of the mutual promises, covenants, terms and conditions, both general and special, as hereinafter set forth, the City hereby grants to the Operator the privileges hereinafter described and the Operator agrees to assume the duties, responsibilities, and obligations as hereinafter set forth, with respect to the premises and parking facility described as follows:

1533 East 67th Street, Chicago, Illinois, known as City of Chicago Parking Facility No. 72.

This City of Chicago Parking Facility Operator's Agreement constitutes the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences shall be implied or impressed upon such Agreement that are not herein set forth.

The term of this Agreement shall be for the period of one (1) year beginning on the 1st day of January, 1970, and ending on the 31st day of December, 1970, unless said terms shall be sooner terminated as hereinafter provided.

### Article I.

*Definition of terms.*

A. "Bureau of Parking" means that agency of the City of Chicago, having management and control of the establishment, operation and maintenance of parking facilities.

B. "Commissioner" means the Commissioner of Streets and Sanitation of the City of Chicago, or any other official designated by the City Council to have administrative supervision over the Bureau of Parking.

C. "Operator" means any natural person, partnership, corporation, company or other legal entity who or which owns, controls, manages and directs the business of parking motor vehicles on public off-street parking lots, or in public off-street parking garages, or in other public off-street parking facilities.

### Article II.

*Assignment or transfer.*

The Operator shall not assign or transfer this Agreement nor any of the rights or privileges granted hereby, nor enter into any contract requiring or permitting the doing of any act hereunder by an independent contractor, unless otherwise expressly provided herein, without prior written approval signed by the Commissioner. If the Operator is a partnership or corporation or legal entity other than a natural person, and control of said entity changes at any time during the term hereof, the City may, at its option, deem and declare such change as a breach of this Agreement and take immediate possession of said premises and facility first hereinabove described. It is understood and agreed by and between the City and the Operator that nothing contained in this Agreement is intended or shall be construed as in any way creating or establishing the relationship of co-partners or joint venturers between the parties hereto.

### Article III.

*Present condition of premises.*

The Operator has examined the premises, facilities and appurtenances first hereinabove described, prior to and as a condition precedent to his acceptance and the execution of this Agreement, and is satisfied with the physical condition of said premises, and his taking possession shall constitute conclusive evidence of his receipt thereof in safe and sanitary condition, and in good order and repair, unless otherwise specified herein. The Operator agrees and admits that no representations as to condition or repair have been made by the City or its officers, employees or agents, which are not herein expressed or endorsed hereon, and that no promises to decorate, alter, repair or improve said premises, before, at or after the execution of this Agreement by the parties, not expressly contained herein, have been made by the City or its officers, employees or agents.

### Article IV.

*Future condition of premises.*

The Operator shall keep the premises, facility and appurtenances first hereinabove described in a safe, sanitary and sightly condition, and in good repair, and shall yield the same back to the City upon the termination of this Agreement in such condition and repair, ordinary wear and tear excepted. If said premises and facility shall not be so kept by the Operator, the City may enter the premises (without such entry constituting a termination of the privileges herein granted or an interference with the possession of or construction or other eviction from said premises and facility) and do all things necessary to restore said premises and facility to the condition herein required.

### Article V.

*Signs and advertising.*

The Operator shall not permit or place, post or cause to be placed or posted any sign, billboard, poster, advertising material or similar devices in view of the general public on, in or about the premises and facility without prior written approval signed by the Commissioner. Any such sign, billboard, poster, advertising material or similar devices not authorized by him may be removed by the City and all cost and expense resulting therefrom shall be charged to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses in addition to the rent and charges otherwise reserved in this Agreement. The City hereby reserves the right to erect and maintain such signs or billboards on the premises and facility, from time to time, as the Commissioner may deem advisable.

### Article VI.

*Alterations and additions.*

The Operator shall make no alterations or additions to the premises and facility first hereinabove described without the prior consent of the City as evidenced by approval in writing signed by the Commissioner. All alterations and additions shall remain as part of said premises and facility unless the City shall otherwise elect, as evidenced by prior approval in writing signed by the Commissioner. Said alterations and additions shall include, but are not limited to, locks, bolts and all fixtures.

### Article VII.

*Maintenance by Operator.*

The Operator agrees to maintain the premises and facility, advancing funds therefor, reimbursement being subject to all provisions of this Agreement, from day to day in good condition and repair and agrees to do all things necessary toward that end, particularly, but not limited to, the following:

A. Maintain all wheel stops and blocks.
B. Maintain and care for all planting.
C. Maintain all washrooms, toilets and rest rooms according to acceptable health standards.
D. Maintain the premises and facility in a clean, presentable condition, prevent accumulations of dirt, paper or trash of any kind upon the premises and facility.
E. Remove snow, ice and other obstructions from adjacent driveways and sidewalks. Said snow, ice and like debris to be removed shall not be placed upon the public ways or any portion thereof.
F. Make minor necessary repairs to plumbing, lighting and heating equipment. It is agreed by and between the parties that the Commissioner in his sole judgment shall determine whether a repair is minor or otherwise.
G. Advance payment for all utility services, including gas, heat, water and electricity, reimbursement being subject to all provisions of this Agreement.

Should the Operator fail to comply with any of the obligations listed above, the City may, after five (5) days notice to comply, in the event of non-compliance, enter upon said premises and take all steps necessary to insure compliance with the above obligations, in addition to other remedies set forth herein, charging the cost and expense of such entry and procedure to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses.

### Article VIII.

*Maintenance by City.*

The City agrees to maintain and pay for the following items of maintenance and equipment:

A. Maintain said facility in structural repair.
B. Make necessary major repairs to plumbing, lighting and heating.
C. Remove snow and ice, except from sidewalks and driveways.
D. Supply and maintain cash register.
E. Supply all parking tickets and other forms.
F. Supply and maintain pavement markings.
G. Supply electric light bulbs and replace said bulbs and fuses when necessary.
H. Maintain and replace all gates and barricades.
I. Maintain and keep in good working order the hoists, hoist equipment, lifts and elevators.
J. Maintain and keep in good working order all neon directional, informational, and advertising signs located in the interior or on the exterior of the facility.

### Article IX.

*Compliance with law; Liens.*

The Operator agrees to operate such facility as first hereinabove described in compliance at all times with this Agreement and all laws, statutes, ordinances and rules and regulations which are now in effect or which may be hereafter adopted, particularly, but not limited to, all rules and regulations of the Bureau of Parking, Department of Streets and Sanitation. The Operator agrees to keep premises, facility and appurtenances first hereinabove described free and clear of any and all liens in any way arising out of the Operator's use and maintenance thereof.

### Article X.

*Operation of facility.*

The Operator agrees to operate the facility subject to all provisions of this Agreement for the convenience of the public during the terms hereof and shall use and occupy the above premises solely for off-street parking of motor vehicles. The Operator shall use his best efforts to secure, maintain and develop the parking business conducted by him under the terms of this Agreement and to increase the same whenever and wherever possible, and shall refrain from and prevent the diversion of any such parking business from the facility whenever possible.

### Article XI.

*Hours of operation.*

The Operator agrees to operate the facility twenty-four (24) hours a day, seven (7) days a week, holidays included. The actual hours of operation will be determined by the Commissioner and may be changed from time to time at his sole discretion. Such change shall take effect within forty-eight (48) hours, Sundays and holidays excluded, after written notice thereof is received by the Operator.

### Article XII.

*Vehicle parking.*

At no time shall the Operator remove or permit or cause to be removed from the premises and facility any vehicle placed thereon for parking purposes without the express consent of the owner or operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator enter or drive, or permit or cause to be entered or driven, any vehicle which has been placed upon the premises for the purpose of self-parking, without the express consent of the owner or operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator accept or cause to be accepted for parking any commercial vehicles, except with the prior written approval signed by the Commissioner. At no time shall the Operator permit or cause to be permitted the parking of any vehicle whatsoever on or in the premises and facility free of charge.

### Article XIII.

*Operator's employees.*

A. The Operator hereby agrees to select, employ and pay such personnel as may be required in the operation of the facility first hereinabove mentioned, unless otherwise specifically provided for in this Agreement. The Operator agrees further that in performing the covenants, promises and conditions under this Agreement, he shall not discriminate against any worker, employee or applicant, nor against any member of the public, on account of race, creed, color or national origin, nor otherwise commit an unfair employment practice.

B. The Operator agrees further to do or cause to be done the following:

1. To supervise, direct and manage the activities of his employees in such manner as to provide prompt, safe, efficient and courteous services as will be adequate to meet all reasonable demands for parking services on the premises and facility, and to provide a sufficient number of said employees as to enable such services to be provided at all times of the operation of said facility.

2. To cause and require all employees serving as attendants on the premises and facility to wear uniforms, caps and badges to be supplied by and at the expense of the Operator and to require said employees at all times to present a neat and clean appearance. The color and design of said uniforms, caps and badges shall be first approved in writing signed by the Commissioner.

### Article XIV.

*Insurance.*

A. The City, at the time or prior to the execution of this Agreement, agrees to furnish all the insurance required under this Agreement and this Article, to be paid from the revenues resulting from the operation of the facility first hereinabove described. All policies of insurance shall name the beneficiary as indicated below and shall be delivered to and held by the City Comptroller. Said insurance shall be placed only with such insurance companies as are approved from time to time by the City Comptroller.

B. Each such insurance policy as set forth in this Article shall contain a provision to the effect that said insurance cannot be cancelled unless the City Comptroller has been notified not less than thirty (30) days prior to the intended cancellation date.

C. In the event that any additional premiums or audits shall be required, the same shall be paid by the City of Chicago from the revenues resulting from the operation of said facility; any return premiums or audits shall be paid to the City of Chicago, for deposit into an appropriate revenue fund.

D. The insurance to be provided as set forth in this Article shall include the following coverages to be maintained during the life of this Agreement:

1. Workmen's Compensation and Occupational Disease Insurance in the names of the City and Operator as insured parties, covering all employees engaged in any work pursuant to this Agreement; liability coverage to be not less than $100,000.00.

2. Not applicable to this contract.

3. Not applicable to this contract.

4. Not applicable to this contract.

5. Garage Keeper's Legal Liability, Fire and Explosion, Theft of Automobile, and Combined Coverage, in the names of the City and Operator as insured parties, to include riot, civil commotion, vandalism and malicious mischief with a $25.00 deductible provision, and a $100.00 deductible provision for collision and upset.

6. Plate glass coverage, in the names of the City and Operator as insured parties, fully covering all plate glass of the facility.

7. Commercial Blanket Fidelity Bond, in the name of the Operator as the insured party, covering all employees; liability coverage to be not less than $25,000.00.

8. Not applicable to this contract.

9. Comprehensive Public Liability and Property Damage Insurance, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries from any one accident; and $50,000.00 for property damage resulting from any one accident.

10. Owner's or Landlord's Protective Policy, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries resulting from any one accident; and $50,000.00 for property damage resulting from any one accident.

11. Not applicable to this contract.

### Article XV.

*Destruction of facilities.*

A. In the event the premises and facility or a part thereof shall become damaged or destroyed by fire, explosion, or other casualty, and if the Commissioner determines in his sole judgment that said damages can be repaired within a reasonable time, upon notification thereof, the Operator agrees to submit plans and specifications for approval by the Commissioner, which are necessary to restore the premises and facility to the condition which existed prior to said damage, and agrees to make all repairs according to said plans and specifications after approval by the Commissioner. Failure of the Operator to submit said plans and specifications to the Commissioner within ten (10) days after the casualty above described, or failure to commence said restoration work within five (5) days after the Operator has received the plans and specifications as approved by the Commissioner, or failure to complete such restoration work within a reasonable time, will constitute an abandonment by the Operator.

B. The cost of such repairs and restoration described in this Article shall be paid from the funds received by the City and Operator under insurance policies to the extent said costs are thereunder covered. Should any balance of costs remain which are not covered by said insurance policies, fifty (50) percent of said balance shall be paid by the City and fifty (50) percent shall be paid by the Operator.

C. Notwithstanding the foregoing provisions, in the event of a casualty described in Paragraph A of this Article, the Commissioner may elect, in his sole judgment, to consider said premises and facility beyond repair and refuse to permit the repair, reconstruction or restoration of said premises and facility, and upon written notice of said election from the Commissioner to the Operator within thirty (30) days from the date of said casualty, the obligation of the operator to pay such rent and charges as are hereinafter reserved to the City shall cease and this Agreement shall thereupon terminate; provided, however, that all rents and charges theretofore accrued shall remain due and payable by the Operator forthwith.

### Article XVI.

*Indemnification.*

The Operator shall assume all risks incident to or in connection with his business to be conducted hereunder and shall be solely responsible for all accidents or injuries of whatsoever kind or nature as may be sustained by any persons or property and the Operator shall indemnify, defend and save harmless the City, its officers, agents and employees from any and all claims, suits, losses or damages arising from said accidents or injuries of whatsoever kind or nature, arising directly or indirectly out of the operation of said business, or resulting from the carelessness, negligence or improper conduct of the City, Operator or any of their officers, agents or employees. Said Operator shall also indemnify, defend and save harmless the City, its officers, agents and employees from any penalties for violation of any law, statute, ordinance or regulation affecting its operations.

### Article XVII.

*Operator's Performance Bond.*

The Operator shall deliver to the City at the time of or prior to the execution of this Agreement an approved Government Bond payable to bearer or the City of Chicago or, in lieu thereof, a Performance Bond approved by the City Comptroller and the Corporation Counsel in the amount of $500.00. Said bond shall be conditioned upon the full and faithful performance by the Operator of each and every covenant, promise, term, condition, undertaking and agreement set forth in this Agreement.

### Article XVIII.

*Parking Fees and charges.*

The Operator hereby agrees to charge for parking vehicles on the premises and facility first hereinabove described the following fees, rates and charges, during the term of this Agreement:

A. *Transient.*

| | |
|---|---|
| First twenty minutes | $0.05 |
| Second twenty minutes | 0.05 |
| Third twenty minutes | 0.05 |
| Second hour | 0.10 |
| Each hour thereafter | 0.15 |

B. *Monthly.*

| | |
|---|---|
| For each one-month period | $10.00 |

C. It is understood and agreed that parking fees, rates and charges may be changed by the Commissioner when authorized and directed to do so by the City Council of the City of Chicago and the Operator agrees to make such changes when directed to do so by the Commissioner. Fees, rates and charges shall be put into effect within forty-eight (48) hours after written notification thereof has been given to the Operator by the Commissioner and shall remain in effect until changed by the Commissioner as herein provided.

### Article XIX.

*License fees, taxes and charges; budget; and compensation.*

A. *License fees, taxes and charges.*

The Operator shall advance all license fees, taxes and charges assessed under local ordinances and State and Federal statutes to the extent that they are applicable to the operation of the Facility. The Operator shall also secure armored car service for the daily collection of revenue from the Facility and advance payment for such services, the selection of the armored car service to be approved in writing by the Commissioner prior to the use thereof by the Operator.

B. *Budget.*

All expenses incurred or to be incurred by the Operator in anticipation of the advancement of funds under this Agreement shall be set forth in a budget for approval by the Commissioner on a form prescribed by the Commissioner, which shall include, but shall not be limited to, license fees, taxes, charges, employee payrolls and like expenses. The budget herein provided for shall be submitted no later than thirty (30) days following the execution of this Agreement and shall be supplemented from time to time so as to reflect such changes or additions as may become necessary or as requested by the Commissioner. The Operator shall submit such detailed supporting data as the Commissioner may request. Each expense item for which reimbursement is being claimed shall be designated as a reimbursable item on said budget. No expense item shall be reimbursed to the Operator unless approved by the Commissioner and the Independent Engineer.

C. *Compensation to Operator.*

For full and faithful performance of the provisions contained in this Agreement the Operator of Facility No. 72 shall be paid for the period of this Agreement 10.0% of all gross revenue collected.

D. *Settlement and reimbursement.*

The Operator's total fee and expense reimbursement shall be computed, finalized and settled for the entire period of this Agreement, specifically on the basis of actual results of the operation of the facility for the period covered by this Agreement, as determined by an examination of the books and records of the Operator by the City after the termination of said period; provided, however, that the City shall make monthly payments of fees and reimbursable expenses, with quarterly adjustments, which shall substantially cover the Operator's earned fees and actual reimbursable expenses for each month under the following procedure:

(1) It is estimated that the Operator's yearly management fee for Facility No. 72 will be approximately $470.00 and that the Operator's annual reimbursable expense will be approximately $5,650.00 making the total annual payment to the Operator to be approximately $6,120.00. The Operator shall receive a monthly reimbursement of one-twelfth of the total approximate yearly payment, or $510.00 on the tenth day of the following month for the first eleven months of the Agreement. The final settlement payment shall constitute the twelfth payment.

(2) At the end of the first three quarters of the period of this Agreement, the Operator shall submit to the City quarterly expense statements reflecting actual expenses incurred within each said quarter by the Operator for said facility. At the end of each quarter the Commissioner shall review actual management fees earned and expenses incurred and if, in his sole judgment, the estimated monthly reimbursement does not correctly reflect actual operations, he may appropriately adjust the monthly reimbursement to reflect actual operating conditions.

(3) At the end of the fourth quarter of the period of this Agreement, the Operator shall submit to the City the fourth quarterly reimbursable expense statement reflecting actual expenses incurred within said quarter. This quarterly statement, when combined with the three previously submitted quarterly statements, shall be used as the basis for computing the final settlement, subject to the aforementioned audit. Such audit shall be completed within 90 days after the expiration of this Agreement and final settlement shall be made within 120 days after the expiration of this Agreement.

In the event that parking rates for Facility No. 72 are increased and are to take effect at any time during the period of this Agreement, this Article XIX shall be subject to review, adjustment and renegotiation by and between the City and the Operator with respect to compensation and supplemental agreement by and between said parties shall be drawn for the approvel of the City Council and execution by the parties.

### Article XX.

*Collection of fees and charges.*

All parking fees and charges made and collected by the Operator and his employees under the terms of this Agreement shall be deposited daily with the armored car service referred to in Article XIX. B. hereof and said armored car service shall deposit said fees and charges for credit to such appropriate revenue account as shall be designated by the Commissioner, said procedure set forth in further detail in the Rules and Regulations promulgated by the Bureau of Parking. All such parking fees and charges shall be made pursuant to parking tickets supplied by the City, which shall be time stamped by the Operator and his employees in accordance with the Rules and Regulations hereinabove referred to, with the exception of monthly charges, otherwise provided for therein.

### Article XXI.

*Operator's records.*

The Operator shall keep accurate records, books and accounts in conformity with a system approved by the Commissioner and agrees to permit authorized personnel of the City to examine said records, books and accounts at any reasonable time as a matter of right.

### Article XXII.

*Vacation and abandonment of premises.*

A. If the Operator shall vacate, desert or abandon the premises and facility, or shall permit the same to remain vacated, deserted or abandoned for a period of ten (10) days, or if the Operator shall breach any covenant, promise or condition set forth in this Agreement, or if the Operator shall default in the payment of any rent or charges payable by him under this Agreement, or if the Operator shall sell, assign or mortgage this Agreement or any provision hereof, or if the Operator shall be in default with respect to his performance of any covenants, promises or conditions contained in this Agreement, or if the Operator shall fail to comply with any of the statutes, ordinances, rules, orders, regulations or requirements of the Federal, State and City government, or any and all of their departments and bureaus applicable or pertinent to said premises and facility, or in the event of the death or incapacity of the Operator, then the Operator's right to possession of the premises and facility thereupon shall cease and terminate, with or without any notice or demand whatsoever if the City so elects, but not otherwise. In such event or events hereinabove set forth, whether this Agreement shall be terminated or not, the Operator agrees to surrender to the City possession of the premises and facility immediately without notice to quit or demand for possession of the premises and facility whatsoever, and the Operator hereby grants to the City full and free license to enter into and upon said premises and facility, or any part thereof, to take possession thereof and expel and remove the Operator or any other person who may be occupying the premises and facility or any part thereof, without resort to courts for an order sanctioning such action, and the City may use force in expelling and removing the Operator and such other person as may be reasonably necessary to accomplish said purpose. It is agreed by the Operator that said entry of the premises and facility by the City shall not constitute a trespass or forcible entry or detainer, nor shall it cause forfeiture of charges due by virtue of the provisions of this Agreement, nor a waiver of any covenant, agreement or promise in this Agreement to be performed by the Operator.

B. The Operator hereby waives all notice of any election made by the City under this Agreement, demand for revenues or other charges reserved under this Agreement, notice to quit, demand for possession, and any and all notices and demands whatsoever, of every kind and nature, which may or shall be required by any statute of this State relating to forcible entry and detainer, or to landlord and tenant, or any other statute, or under the common law, during the term of this Agreement. The acceptance of any rents or charges reserved by the City under this Agreement, whether in a single instance or repeatedly, after they shall fall due, or after knowledge of any breach hereof by the Operator, or giving or making of any notice or demand, whether according to any statutory provisions or not, or any act or series of acts, except an express written waiver, shall not be construed as a waiver of the City's right to act without notice or demand or any other right hereby given the City, or as an election not to proceed under the provisions of this Agreement.

D. If the Operator shall file a petition in bankruptcy or shall be involuntarily placed in bankruptcy, or shall be adjudicated a bankrupt, or shall make an assignment for the benefit of creditors, or shall take advantage of any provisions in any statute or ordinance for the advantage of insolvent persons, the City may elect to terminate this Agreement and the term hereof and take immediate possession of the premises facility and appurtenances without notice.

E. In the event the City elects to terminate this Agreement because of a violation of any provisions of this Article, upon such termination the Operator shall compensate the City for any loss in revenue as may be sustained by reason of such termination and provision for such compensation shall be made a condition of the Performance Bond referred to in Article XVII of this Agreement.

F. It is further agreed by and between the parties that the rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

### Article XXIII.

*Costs, expenses and attorney's fees.*

The Operator agrees to pay and discharge all costs, expenses and attorney's fees which shall be incurred and expended by the City in enforcing the covenants, promises and conditions of this Agreement, whether by the institution of litigation or in taking of advice of counsel, or otherwise.

### Article XXIV.

*Notices.*

Notices to the City provided under this Agreement may be sent by registered mail, postage prepaid, addressed to the Commissioner of Streets and Sanitation, Room 707, City Hall, Chicago, Illinois, 60602, and notices to the Operator provided for in this Agreement may be sent by registered mail, postage prepaid, addressed to the Operator at: G. and J. Parking, 9443 South Eberhart Avenue, Chicago, Illinois 60619, or in either case to such other respective parties and addresses as the parties hereto may designate in writing from time to time. Such notices shall be deemed to have been given when deposited in any United States Post Office.

### Article XXV.

*Construction of Agreement.*

It is agreed by and between the parties hereto that all general provisions, terms, phrases, and expressions shall be subject to rules of construction as will fully implement the true intent and meaning of the parties to this Agreement, including, but not limited to, the following:

A. Words importing the singular number may extend and be applied to several persons or things, and words importing the plural number may include the singular.

B. Words importing the masculine gender may be applied to the feminine gender and to impersonal legal entities.

C. The word "month" means a calendar month, and the word "year" means a calendar year, unless otherwise expressed.

### Article XXVI.

*City Council approval.*

This Agreement was authorized by the City Council of the City of Chicago, on the ............day of ...................... A.D. 19...... Council Journal page.......

In Witness Whereof, the parties hereto have caused this Agreement to be executed under their respective seals on the day and year first above written.

City of Chicago, a municipal corporation.
By: ........................................
Commissioner of Streets and Sanitation
By: ........................................
City Comptroller
Operator:
By: ........................................
Title
By: ........................................
Attest Title
(Corporate seal)
Approved:
................................................
Independent Engineer
Approved as to form and legality, except as to property description and execution:
................................................
Assistant Corporation Counsel

ACKNOWLEDGMENT BY PRINCIPAL IF AN INDIVIDUAL

State of Illinois }
} ss
County of Cook }

I, .........................................., a Notary Public in and for the County and State aforesaid, Do Hereby Certify that .................................................. who is personally known to me to be the same person whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial seal, this ................ day of ...................................... A.D. 1969.

................................................
Notary Public
My Commission Expires..........

SECTION 2. This ordinance shall be effective from and after the date of its passage.

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## Execution of Parking Facility Operator's Lease Agreement Authorized for Parking Facility No. 84.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published on December 30, 1969, page 7350, recommending that the City Council pass a proposed ordinance transmitted with the committee's report [Proposed ordinance printed in Committee Pamphlet No. 19], to authorize execution of Parking Facility Operator's Lease Agreement for Parking Facility No. 84 for Year 1970.

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Rayner, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Singer, Fifielski, Kerwin, Wigoda, Sperling—39.

*Nays*—Aldermen Despres, Simon, Scholl, McCutcheon, Hoellen, O'Rourke—6.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Streets and Sanitation is hereby authorized and directed to execute on behalf of the City of Chicago, the City Comptroller to countersign, and the City Clerk to attest, upon approval of the Corporation Counsel as to form and legality, a Parking Facility Operator's Agreement between the City of Chicago and Safeway Parking Company for Chicago Parking Facility No. 84 at No. 5600 W. Lake Street. Said agreement is attached to this ordinance and made a part hereof, the same as if incorporated herein.

### CITY OF CHICAGO
### PARKING FACILITY
### OPERATOR'S AGREEMENT

This Agreement, made this ........................ day of ..............................., A.D. 19...., between the City of Chicago, a municipal corporation of the State of Illinois (sometimes hereinafter referred to as "City"), and Ralph E. Albrecht d/b/a, Safeway Parking Company (sometimes hereinafter referred to as "Operator").

This Agreement Witnesseth:

That for and in consideration of the mutual promises, covenants, terms and conditions, both general and special, as hereinafter set forth, the City hereby grants to the Operator the privileges hereinafter described and the Operator agrees to assume the duties, responsibilities, and obligations as hereinafter set forth, with respect to the premises and parking facility described as follows:

5600 West Lake Street, Chicago, Illinois, known as City of Chicago Parking Facility No. 84.

This City of Chicago Parking Facility Operator's Agreement constitutes the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences shall be implied or impressed upon such Agreement that are not herein set forth.

The term of this Agreement shall be for the period of one (1) year beginning on the 1st day of January, 1970, and ending on the 31st day of December, 1970, unless said terms shall be sooner terminated as hereinafter provided.

### Article I.

*Definition of terms.*

A. "Bureau of Parking" means that agency of the City of Chicago, having management and control of the establishment, operation and maintenance of parking facilities.

B. "Commissioner" means the Commissioner of Streets and Sanitation of the City of Chicago, or any other official designated by the City Council to have administrative supervision over the Bureau of Parking.

C. "Operator" means any natural person, partnership, corporation, company or other legal entity who or which owns, controls, manages and directs the business of parking motor vehicles on public off-street parking lots, or in public off-street parking garages, or in other public off-street parking facilities.

### Article II.

*Assignment or transfer.*

The Operator shall not assign or transfer this Agreement nor any of the rights or privileges granted hereby, nor enter into any contract requiring or permitting the doing of any act hereunder by an independent contractor, unless otherwise expressly provided herein, without prior written approval signed by the Commissioner. If the Operator is a partnership or corporation or legal entity other than a natural person, and control of said entity changes at any time during the term hereof, the City may, at its option, deem and declare such change as a breach of this Agreement and take immediate possession of said premises and facility first hereinabove described. It is understood and agreed by and between the City and the Operator that nothing contained in this Agreement is intended or shall be construed as in any way creating or establishing the relationship of co-partners or joint venturers between the parties hereto.

### Article III.

*Present condition of premises.*

The Operator has examined the premises, facilities and appurtenances first hereinabove described, prior to and as a condition precedent to his acceptance and the execution of this Agreement, and is satisfied with the physical condition of said premises, and his taking possession shall constitute conclusive evidence of his receipt thereof in safe and sanitary condition, and in good order and repair, unless otherwise specified herein. The Operator agrees and admits that no representations as to condition or repair have been made by the City or its officers, employees or agents, which are not herein expressed or endorsed hereon, and that no promises to decorate, alter, repair or improve said premises, before, at or after the execution of this Agreement by the parties, not expressly contained herein, have been made by the City or its officers, employees or agents.

### Article IV.

*Future condition of premises.*

The Operator shall keep the premises, facility and appurtenances first hereinabove described in a safe, sanitary and sightly condition, and in good repair, and shall yield the same back to the City upon the termination of this Agreement in such condition and repair, ordinary wear and tear excepted. If said premises and facility shall not be so kept by the Operator, the City may enter the premises (without such entry constituting a termination of the privileges herein granted or an interference with the possession of or construction or other eviction from said premises and facility) and do all things necessary to restore said premises and facility to the condition herein required.

### Article V.

*Signs and advertising.*

The Operator shall not permit or place, post or cause to be placed or posted any sign, billboard, poster, advertising material or similar devices in view of the general public on, in or about the premises and facility without prior written approval signed by the Commissioner. Any such sign, billboard, poster, advertising material or similar devices not authorized by him may be removed by the City and all cost and expense resulting therefrom shall be charged to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses in addition to the rent and charges otherwise reserved in this Agreement. The City hereby reserves the right to erect and maintain such signs or billboards on the premises and facility, from time to time, as the Commissioner may deem advisable.

### Article VI.

*Alterations and additions.*

The Operator shall make no alterations or additions to the premises and facility first hereinabove described without the prior consent of the City as evidenced by approval in writing signed by the Commissioner. All alterations and additions shall remain as part of said premises and facility unless the City shall otherwise elect, as evidenced by prior approval in writing signed by the Commissioner. Said alterations and additions shall include, but are not limited to, locks, bolts and all fixtures.

### Article VII.

*Maintenance by Operator.*

The Operator agrees to maintain the premises and facility, advancing funds therefor, reimbursement being subject to all provisions of this Agreement, from day to day in good condition and repair and agrees to do all things necessary toward that end, particularly, but not limited to, the following:

A. Maintain all wheel stops and blocks.
B. Maintain and care for all planting.
C. Maintain all washrooms, toilets and rest rooms according to acceptable health standards.
D. Maintain the premises and facility in a clean, presentable condition, prevent accumulations of dirt, paper or trash of any kind upon the premises and facility.
E. Remove snow, ice and other obstructions from adjacent driveways and sidewalks. Said snow, ice and like debris to be removed shall not be placed upon the public ways or any portion thereof.
F. Make minor necessary repairs to plumbing, lighting and heating equipment. It is agreed by and between the parties that the Commissioner in his sole judgment shall determine whether a repair is minor or otherwise.
G. Advance payment for all utility services, including gas, heat, water and electricity, reimbursement being subject to all provisions of this Agreement.

Should the Operator fail to comply with any of the obligations listed above, the City may, after five (5) days notice to comply, in the event of non-compliance, enter upon said premises and take all steps necessary to insure compliance with the above obligations, in addition to other remedies set forth herein, charging the cost and expense of such entry and procedure to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses.

### Article VIII.

*Maintenance by City.*

The City agrees to maintain and pay for the following items of maintenance and equipment:

A. Maintain said facility in structural repair.
B. Make necessary major repairs to plumbing, lighting and heating.
C. Remove snow and ice, except from sidewalks and driveways.
D. Supply and maintain cash register.
E. Supply all parking tickets and other forms.
F. Supply and maintain pavement markings.
G. Supply electric light bulbs and replace said bulbs and fuses when necessary.
H. Maintain and replace all gates and barricades.
I. Maintain and keep in good working order the hoists, hoist equipment, lifts and elevators.
J. Maintain and keep in good working order all neon directional, informational, and advertising signs located in the interior or on the exterior of the facility.

### Article IX.

*Compliance with law; Liens.*

The Operator agrees to operate such facility as first hereinabove described in compliance at all times with this Agreement and all laws, statutes, ordinances and rules and regulations which are now in effect or which may be hereafter adopted, particularly, but not limited to, all rules and regulations of the Bureau of Parking, Department of Streets and Sanitation. The Operator agrees to keep premises, facility and appurtenances first hereinabove described free and clear of any and all liens in any way arising out of the Operator's use and maintenance thereof.

### Article X.

*Operation of facility.*

The Operator agrees to operate the facility subject to all provisions of this Agreement for the convenience of the public during the terms hereof and shall use and occupy the above premises solely for off-street parking of motor vehicles. The Operator shall use his best efforts to secure, maintain and develop the parking business conducted by him under the terms of this Agreement and to increase the same whenever and wherever possible, and shall refrain from and prevent the diversion of any such parking business from the facility whenever possible.

### Article XI.

*Hours of operation.*

The Operator agrees to operate the facility twenty-four (24) hours a day, seven (7) days a week, holidays included. The actual hours of operation will be determined by the Commissioner and may be changed from time to time at his sole discretion. Such change shall take effect within forty-eight (48) hours, Sundays and holidays excluded, after written notice thereof is received by the Operator.

### Article XII.

*Vehicle parking.*

At no time shall the Operator remove or permit or cause to be removed from the premises and facility any vehicle placed thereon for parking purposes without the express consent of the owner or Operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator enter or drive, or permit or cause to be entered or driven, any vehicle which has been placed upon the premises for the purpose of self-parking, without the express consent of the owner or Operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator accept or cause to be accepted for parking any commercial vehicles, except with the prior written approval signed by the Commissioner. At no time shall the Operator permit or cause to be permitted the parking of any vehicle whatsoever on or in the premises and facility free of charge.

### Article XIII.

*Operator's employees.*

A. The Operator hereby agrees to select, employ and pay such personnel as may be required in the operation of the facility first hereinabove mentioned, unless otherwise specifically provided for in this Agreement. The Operator agrees further that in performing the covenants, promises and conditions under this Agreement, he shall not discriminate against any worker, employee or applicant, nor against any member of the public, on account of race, creed, color or national origin, nor otherwise commit an unfair employment practice.

B. The Operator agrees further to do or cause to be done the following:

1. To supervise, direct and manage the activities of his employees in such manner as to provide prompt, safe, efficient and courteous services as will be adequate to meet all reasonable demands for parking services on the premises and facility, and to provide a sufficient number of said employees as to enable such services to be provided at all times of the operation of said facility.
2. To cause and require all employees serving as attendants on the premises and facility to wear uniforms, caps and badges to be supplied by and at the expense of the Operator and to require said employees at all times to present a neat and clean appearance. The color and design of said uniforms, caps and badges shall be first approved in writing signed by the Commissioner.

### Article XIV.

*Insurance.*

A. The City, at the time or prior to the execution of this Agreement, agrees to furnish all the insurance required under this Agreement and this Article, to be paid from the revenues resulting from the operation of the facility first hereinabove described. All policies of insurance shall name the beneficiary as indicated below and shall be delivered to and held by the City Comptroller. Said insurance shall be placed only with such insurance companies as are approved from time to time by the City Comptroller.

B. Each such insurance policy as set forth in this Article shall contain a provision to the effect that said insurance cannot be cancelled unless the City Comptroller has been notified not less than thirty (30) days prior to the intended cancellation date.

C. In the event that any additional premiums or audits shall be required, the same shall be paid by the City of Chicago from the revenues resulting from the operation of said facility; any return premiums or audits shall be paid to the City of Chicago, for deposit into an appropriate revenue fund.

D. The insurance to be provided as set forth in this Article shall include the following coverages to be maintained during the life of this Agreement:

1. Workmen's Compensation and Occupational Disease Insurance in the names of the City and Operator as insured parties, covering all employees engaged in any work pursuant to this Agreement; liability coverage to be not less than $100,000.00.

2. Not applicable to this contract.

3. Not applicable to this contract.

4. Not applicable to this contract.

5. Garage Keeper's Legal Liability, Fire and Explosion, Theft of Automobile, and Combined Coverage, in the names of the City and Operator as insured parties, to include riot, civil commotion, vandalism and malicious mischief with a $25.00 deductible provision, and a $100.00 deductible provision for collision and upset.

6. Plate glass coverage, in the names of the City and Operator as insured parties, fully covering all plate glass of the facility.

7. Commercial Blanket Fidelity Bond, in the name of the Operator as the insured party, covering all employees; liability coverage to be not less than $25,000.00.

8. Not applicable to this contract.

9. Comprehensive Public Liability and Property Damage Insurance, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries from any one accident; and $50,000.00 for property damage resulting from any one accident.

10. Owner's or Landlord's Protective Policy, in the names of the City and Operator as the insured parties; liability coverage to be not less than $250,000.00 for injuries to any one person; $500,000.00 for injuries resulting from any one accident; and $50,000.00 for property damage resulting from any one accident.

11. Not applicable to this contract.

### Article XV.

*Destruction of facilities.*

A. In the event the premises and facility or a part thereof shall become damaged or destroyed by fire, explosion, or other casualty, and if the Commissioner determines in his sole judgment that said damages can be repaired within a reasonable time, upon notification thereof, the Operator agrees to submit plans and specifications for approval by the Commissioner, which are necessary to restore the premises and facility to the condition which existed prior to said damage, and agrees to make all repairs according to said plans and specifications after approval by the Commissioner. Failure of the Operator to submit said plans and specifications to the Commissioner within ten (10) days after the casualty above described, or failure to commence said restoration work within five (5) days after the Operator has received the plans and specifications as approved by the Commissioner, or failure to complete such restoration work within a reasonable time, will constitute an abandonment by the Operator.

B. The cost of such repairs and restoration described in this Article shall be paid from the funds received by the City and Operator under insurance policies to the extent said costs are thereunder covered. Should any balance of costs remain which are not covered by said insurance policies, fifty (50) percent of said balance shall be paid by the City and fifty (50) percent shall be paid by the Operator.

C. Notwithstanding the foregoing provisions, in the event of a casualty described in Paragraph A of this Article, the Commissioner may elect, in his sole judgment, to consider said premises and facility beyond repair and refuse to permit the repair, reconstruction or restoration of said premises and facility, and upon written notice of said election from the Commissioner to the Operator within thirty (30) days from the date of said casualty, the obligation of the Operator to pay such rent and charges as are hereinafter reserved to the City shall cease and this Agreement shall thereupon terminate; provided, however, that all rents and charges theretofore accrued shall remain due and payable by the Operator forthwith.

### Article XVI.

*Indemnification.*

The Operator shall assume all risks incident to or in connection with his business to be conducted hereunder and shall be solely responsible for all accidents or injuries of whatsoever kind or nature as may be sustained by any persons or property and the Operator shall indemnify, defend and save harmless the City, its officers, agents and employees from any and all claims, suits, losses or damages arising from said accidents or injuries of whatsoever kind or nature, arising directly or indirectly out of the operation of said business, or resulting from the carelessness, negligence or improper conduct of the City, Operator or any of their officers, agents or employees. Said Operator shall also indemnify, defend and save harmless the City, its officers, agents and employees from any penalties for violation of any law, statute, ordinance or regulation affecting its operations.

### Article XVII.

*Operator's Performance Bond.*

The Operator shall deliver to the City at the time of or prior to the execution of this Agreement an approved Government Bond payable to bearer or the City of Chicago or, in lieu thereof, a Performance Bond approved by the City Comptroller and the Corporation Counsel in the amount of $1,000.00. Said bond shall be conditioned upon the full and faithful performance by the Operator of each and every covenant, promise, term, condition, undertaking and agreement set forth in this Agreement.

### Article XVIII.

*Parking Fees and charges.*

The Operator hereby agrees to charge for parking vehicles on the premises and facility first hereinabove described the following fees, rates and charges, during the term of this Agreement:

A. *Transient.*

| | |
|---|---|
| First hour | $0.05 |
| Each hour thereafter | 0.05 |
| Special six hour rates | 0.25 |

B. *Monthly.*

| | |
|---|---|
| For each one-month period | $10.00 |

C. It is understood and agreed that parking fees, rates and charges may be changed by the Commissioner when authorized and directed to do so by the City Council of the City of Chicago and the Operator agrees to make such changes when directed to do so by the Commissioner. Fees, rates and charges shall be put into effect within forty-eight (48) hours after written notification thereof has been given to the Operator by the Commissioner and shall remain in effect until changed by the Commissioner as herein provided.

### Article XIX.

*License fees, taxes and charges; budget; and compensation.*

A. *License fees, taxes and charges.*

The Operator shall advance all license fees, taxes and charges assessed under local ordinances and State and Federal statutes to the extent that they are applicable to the operation of the Facility. The Operator shall also secure armored car service for the daily collection of revenue from the Facility and advance payment for such services, the selection of the armored car service to be approved in writing by the Commissioner prior to the use thereof by the Operator.

B. *Budget.*

All expenses incurred or to be incurred by the Operator in anticipation of the advancement of funds under this Agreement shall be set forth in a budget for approval by the Commissioner on a form prescribed by the Commissioner, which shall include, but shall not be limited to, license fees, taxes, charges, employee payrolls and like expenses. The budget herein provided for shall be submitted no later than thirty (30) days following the execution of this Agreement and shall be supplemented from time to time so as to reflect such changes or additions as may become necessary or as requested by the Commissioner. The Operator shall submit such detailed supporting data as the Commissioner may request. Each expense item for which reimbursement is being claimed shall be designated as a reimbursable item on said budget. No expense item shall be reimbursed to the Operator unless approved by the Commissioner and the Independent Engineer.

C. *Compensation to Operator.*

For full and faithful performance of the provisions contained in this Agreement the Operator of Facility No. 84 shall be paid for the period of this Agreement 10.0% of all gross revenue collected.

D. *Settlement and reimbursement.*

The Operator's total fee and expense reimbursement shall be computed, finalized and settled for the entire period of this Agreement, specifically on the basis of actual results of the operation of the facility for the period covered by this Agreement, as determined by an examination of the books and records of the Operator by the City after the termination of said period; provided, however, that the City shall make monthly payments of fees and reimbursable expenses, with quarterly adjustments, which shall substantially cover the Operator's earned fees and actual reimbursable expenses for each month under the following procedure:

(1) It is estimated that the Operator's yearly management fee for Facility No. 84 will be approximately $1,920.00 and that the Operator's annual reimbursable expense will be approximately $7,500.00 making the total annual payment to the Operator to be approximately $9,420.00. The Operator shall receive a monthly reimbursement of one-twelfth of the total approximate yearly payment, or $785.00 on the tenth day of the following month for the first eleven months of the Agreement. The final settlement payment shall constitute the twelfth payment.

(2) At the end of the first three quarters of the period of this Agreement, the Operator shall submit to the City quarterly expense statements reflecting actual expenses incurred within each said quarter by the Operator for said facility. At the end of each quarter the Commissioner shall review actual management fees earned and expenses incurred and if, in his sole judgment, the estimated monthly reimbursement does not correctly reflect actual operations, he may appropriately adjust the monthly reimbursement to reflect actual operating conditions.

(3) At the end of the fourth quarter of the period of this Agreement, the Operator shall submit to the City the fourth quarterly reimbursable expense statement reflecting actual expenses incurred within said quarter. This quarterly statement, when combined with the three previously submitted quarterly statements, shall be used as the basis for computing the final settlement, subject to the aforementioned audit. Such audit shall be completed within 90 days after the expiration of this Agreement and final settlement shall be made within 120 days after the expiration of this Agreement.

In the event that parking rates for Facility No. 84 are increased and are to take effect at any time during the period of this Agreement, this Article XIX shall be subject to review, adjustment and renegotiation by and between the City and the Operator with respect to compensation, and supplemental agreement by and between said parties shall be drawn for the approval of the City Council and execution by the parties.

### Article XX.

*Collection of fees and charges.*

All parking fees and charges made and collected by the Operator and his employees under the terms of this Agreement shall be deposited daily with the armored car service referred to in Article XIX. B. hereof and said armored car service shall deposit said fees and charges for credit to such appropriate revenue account as shall be designated by the Commissioner, said procedure set forth in further detail in the Rules and Regulations promulgated by the Bureau of Parking. All such parking fees and charges shall be made pursuant to parking tickets supplied by the City, which shall be time stamped by the Operator and his employees in accordance with the Rules and Regulations hereinabove referred to, with the exception of monthly charges, otherwise provided for therein.

### Article XXI.

*Operator's records.*

The Operator shall keep accurate records, books and accounts in conformity with a system approved by the Commissioner and agrees to permit authorized personnel of the City to examine said records, books and accounts at any reasonable time as a matter of right.

### Article XXII.

*Vacation and abandonment of premises.*

A. If the Operator shall vacate, desert or abandon the premises and facility, or shall permit the same to remain vacated, deserted or abandoned for a period of ten (10) days, or if the Operator shall breach any covenant, promise or condition set forth in this Agreement, or if the Operator shall default in the payment of any rent or charges payable by him under this Agreement, or if the Operator shall sell, assign or mortgage this Agreement or any provision hereof, or if the Operator shall be in default with respect to his performance of any covenants, promises or conditions contained in this Agreement, or if the Operator shall fail to comply with any of the statutes, ordinances, rules, orders, regulations or requirements of the Federal, State and City government, or any and all of their departments and bureaus applicable or pertinent to said premises and facility, or in the event of the death or incapacity of the Operator, then the Operator's right to possession of the premises and facility thereupon shall cease and terminate, with or without any notice or demand whatsoever if the City so elects, but not otherwise. In such event or events hereinabove set forth, whether this Agreement shall be terminated or not, the Operator agrees to surrender to the City possession of the premises and facility immediately without notice to quit or demand for possession of the premises and facility whatsoever, and the Operator hereby grants to the City full and free license to enter into and upon said premises and facility, or any part thereof, to take possession thereof and expel and remove the Operator or any other person who may be occupying the premises and facility or any part thereof, without resort to courts for an order sanctioning such action, and the City may use force in expelling and removing the Operator and such other person as may be reasonably necessary to accomplish said purpose. It is agreed by the Operator that said entry of the premises and facility by the City shall not constitute a trespass or forcible entry or detainer, nor shall it cause forfeiture of charges due by virtue of the provisions of this Agreement, nor a waiver of any covenant, agreement or promise in this Agreement to be performed by the Operator.

B. The Operator hereby waives all notice of any election made by the City under this Agreement, demand for revenues or other charges reserved under this Agreement, notice to quit, demand for possession, and any and all notices and demands whatsoever, of every kind and nature, which may or shall be required by any statute of this State relating to forcible entry and detainer, or to landlord and tenant, or any other statute, or under the common law, during the term of this Agreement. The acceptance of any rents or charges reserved by the City under this Agreement, whether in a single instance or repeatedly, after they shall fall due, or after knowledge of any breach hereof by the Operator, or giving or making of any notice or demand, whether according to any statutory provisions or not, or any act or series of acts, except an express written waiver, shall not be construed as a waiver of the City's right to act without notice or demand or any other right hereby given the City, or as an election not to proceed under the provisions of this Agreement.

D. If the Operator shall file a petition in bankruptcy or shall be involuntarily placed in bankruptcy, or shall be adjudicated a bankrupt, or shall make an assignment for the benefit of creditors, or shall take advantage of any provisions in any statute or ordinance for the advantage of insolvent persons, the City may elect to terminate this Agreement and the term hereof and take immediate possession of the premises facility and appurtenances without notice.

E. In the event the City elects to terminate this Agreement because of a violation of any provisions of this Article, upon such termination the Operator shall compensate the City for any loss in revenue as may be sustained by reason of such termination and provision for such compensation shall be made a condition of the Performance Bond referred to in Article XVII of this Agreement.

F. It is further agreed by and between the parties that the rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

### Article XXIII.

*Costs, expenses and attorney's fees.*

The Operator agrees to pay and discharge all costs, expenses and attorney's fees which shall be incurred and expended by the City in enforcing the covenants, promises and conditions of this Agreement, whether by the institution of litigation or in taking of advice of counsel, or otherwise.

### Article XXIV.

*Notices.*

Notices to the City provided under this Agreement may be sent by registered mail, postage prepaid, addressed to the Commissioner of Streets and Sanitation, Room 707, City Hall, Chicago, Illinois, 60602, and notices to the Operator provided for in this Agreement may be sent by registered mail, postage prepaid, addressed to the Operator at: Safeway Parking Company, 4014 North Laporte Avenue, Chicago, Illinois 60641, or in either case to such other respective parties and addresses as the parties hereto may designate in writing from time to time. Such notices shall be deemed to have given when deposited in any United States Post Office.

Article XXV.

*Construction of Agreement.*

It is agreed by and between the parties hereto that all general provisions, terms, phrases, and expressions shall be subject to rules of construction as will fully implement the true intent and meaning of the parties to this Agreement, including, but not limited to, the following:

A. Words importing the singular number may extend and be applied to several persons or things, and words importing the plural number may include the singular.

B. Words importing the masculine gender may be applied to the feminine gender and to impersonal legal entities.

C. The word "month" means a calendar month, and the word "year" means a calendar year, unless otherwise expressed.

Article XXVI.

*City Council approval.*

This Agreement was authorized by the City Council of the City of Chicago, on the ............day of ........................ A.D. 19...... Council Journal page.......

In Witness Whereof, the parties hereto have caused this Agreement to be executed under their respective seals on the day and year first above written.

City of Chicago, a municipal corporation.

By: ........................................
Commissioner of Streets and Sanitation

By: ........................................
City Comptroller

Operator:

By: ........................................
Title

By: ........................................
Attest Title
(Corporate seal)

Approved:

................................................
Independent Engineer

Approved as to form and legality, except as to property description and execution:

................................................
Assistant Corporation Counsel

Acknowledgment By Principal If An Individual

State of Illinois }
} ss
County of Cook }

I, .........................................., a Notary Public in and for the County and State aforesaid, Do Hereby Certify that ..................................................... who is personally known to me to be the same person whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial seal, this ............... day of ...................................... A.D. 1969.

................................................
Notary Public
My Commission Expires..........

Section 2. This ordinance shall be effective from and after the date of its passage.

# MISCELLANEOUS BUSINESS.

### CHICAGO MEDAL OF MERIT AWARDED TO MR. AND MRS. GEORGE PLAMONDON.

Honorable Richard J. Daley, Mayor, presented two distinguished citizens, Mr. and Mrs. George Plamondon who he said had performed an act which he hoped every citizen would perform in every neighborhood in our City. The couple had witnessed an old man being attacked, and unlike others, they had not turned their backs and walked the other way, but had gone to his assistance, pursuing his assailants until their arrest had been secured. The Mayor stated that with the approval and support of all Chicagoans he was presenting the Chicago Medal of Merit and read the inscription on the back which said: "Mr. and Mrs. George Plamondon—they were not apathetic when a fellow citizen needed help". He spoke of the possible personal injury that could have been incurred, making them an example for all Chicagoans. He expressed his appreciation on behalf of all citizens for their heroic act.

The Mayor called upon Mr. Plamondon to address the Council, who stated that he and his wife considered it an honor and an opportunity to have been of assistance. He thanked the Mayor and also extended his thanks to the Police Department, particularly the 18th District, saying that his "hat was off to the Chicago Police Department".

Mrs. Plamondon then being called upon stated that she and her husband had made their efforts out of love for Chicago, which they hoped to keep in a livable condition.

The Aldermen and assembled guests greeted the Plamondon's with a standing ovation of warm applause.

### Time Fixed for Next Succeeding Regular Meeting.

By unanimous consent Alderman Keane thereupon presented a proposed ordinance which reads as follows:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the next succeeding regular meeting of the City Council of the City of Chicago to be held after the regular meeting held on Monday, the fifth (5th) day of January, 1970, at 2:00 P.M. be and the same is hereby fixed to be held on Monday, the nineteenth (19th) day of January, 1970, at 10:00 A.M., in the Council Chamber in the City Hall.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—46.

*Nays*—None.

## ADJOURNMENT.

Thereupon Alderman Burke moved that the City Council do *Adjourn.* The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Monday, January 19, 1970, at 10:00 A.M., in the Council Chamber in the City Hall.

John C Marcin

JOHN C. MARCIN,
*City Clerk.*

*(Published by Authority of the City Council of the City of Chicago)*

COPY

# JOURNAL *of the* PROCEEDINGS

OF THE

# CITY COUNCIL

OF THE

# CITY OF CHICAGO, ILLINOIS

## Regular Meeting—Monday, January 19, 1970

at 10:00 A.M.

*(Council Chamber—City Hall—Chicago, Illinois)*

## OFFICIAL RECORD.

### Attendance at Meeting.

*Present*—Honorable Richard J. Daley, Mayor, and Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling.

*Absent*—Aldermen Fitzpatrick, Brandt, Fried.

### Call to Order.

On Monday, January 19, 1970, at 10:00 A.M. (the day and hour appointed for the meeting) Honorable Richard J. Daley, Mayor, called the City Council to order. John C. Marcin, City Clerk, called the roll of members and it was found that there were present at that time: Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Campbell, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—43.

Quorum present.

On motion of Alderman Hines it was ordered noted in the record that Alderman Fitzpatrick was absent due to his attending the funeral of his brother-in-law.

### Invocation.

Rev. Father Thomas Bauer, Pastor, St. Therese Chinese Catholic Mission, opened the meeting with prayer.

### CHICAGO MEDAL OF MERIT PRESENTED TO SGT. JAMES E. HOBSON, U.S. ARMY.

By unanimous consent the Regular Order of Business was temporarily suspended in order to present Sergeant James E. Hobson with the Chicago Medal of Merit by Honorable Richard J. Daley, Mayor. In presenting the award the Mayor spoke of how proud he was to make the presentation.

Sergeant Hobson in addressing the Council stated that he was at a loss for words but he assured the Mayor and the Aldermen that he accepted the Medal of Merit not only for himself but also for the comrades he had left back in Viet Nam. He told of how in his early youth he had lived the only way of life he knew, that without the assistance he had received, he might still be struggling to find the way of life that he and his associates were seeking. He spoke of what he considered to be the world's biggest problem, discrimination, which he found not only in Chicago but also in Viet Nam and he pleaded that one day soon there would be an end to this evil all over the world. He spoke of his intention to finish his education and hoped that then he could help with the world's problems and perhaps find some solutions to those problems.

Aldermen Holman, Metcalfe, Collins, Cousins, Campbell, Rayner, Hubbard, Biggs, Bohling and Simon all spoke expressing their admiration for the Sergeant and warmly commended him for his remarks which were characterized as being eloquent because they came from his heart. All stated that it was an honor and a privilege to welcome him to the Council Chamber and all wished him well in his future studies and praised him in his expressed desire to continue to serve his fellow man.

In conclusion, Honorable Richard J. Daley, stated that he knew of Sergeant Hobson's plans to continue his education and hoped that when he finished his high school program in Germany he would see fit to attend a college in the Chicago area where there were many fine schools to choose from.

As Sergeant Hobson left the Chamber he was warmly applauded by all present.

### REGULAR ORDER OF BUSINESS RESUMED.

### JOURNAL (January 5, 1970).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on Monday, January 5, 1970, at 2:00 P.M., signed by him as such City Clerk.

Alderman Bilandic moved to Correct said printed Official Journal as follows:

> Page 7378—left-hand column—by striking the date "January 3, 1970" appearing in the ninth line from the bottom of the page and inserting the date "January 2, 1970" in lieu thereof;
>
> Page 7384—left-hand column—by striking the legal description appearing in the twenty-sixth to the thirty-third lines, inclusive, and by inserting the following legal description in lieu thereof:
>
> "North half (N½) Lot Twenty (20) Block Fifteen (15) Vincennes Road Addition, a sub. of the West half (W½) Southeast quarter (SE¼) East half (E½) Southwest quarter (SW¼) East of Dummy Road Original Block 30, Washington Heights now vacated, Section 19, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;"

The motion to Correct *Prevailed.*

Alderman Bilandic then moved to approve said printed Official Journal, *as corrected,* and to dispense with the reading thereof. The question being put, the motion *Prevailed.*

## REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

### *Referred*—MAYOR'S APPOINTMENT OF H. WALLACE POSTON AS COMMISSIONER OF DEPT. OF ENVIRONMENTAL CONTROL.

Honorable Richard J. Daley, Mayor, submitted the following communication, which was, at the request of two aldermen present (under the provisions of Council Rule 45) *Referred to the Committee on Environmental Control:*

OFFICE OF THE MAYOR
CITY OF CHICAGO
January 19, 1970.

*To the Honorable, the City Council of the City of Chicago:*

GENTLEMEN—I have appointed Mr. H. Wallace Poston as Commissioner of the Department of Environmental Control and respectfully request your approval of this appointment.

Very truly yours,
(Signed) RICHARD J. DALEY,
*Mayor.*

### *Referred*—MAYOR'S APPOINTMENT OF DR. LEROY P. LEVITT AS MEMBER OF BOARD OF HEALTH.

Honorable Richard J. Daley, Mayor, submitted the following communication, which was, at the request of two aldermen present (under the provisions of Council Rule 45) *Referred to the Committee on Health:*

OFFICE OF THE MAYOR
CITY OF CHICAGO
January 19, 1970.

*To the Honorable, the City Council of the City of Chicago:*

GENTLEMEN—I appoint Dr. LeRoy P. Levitt as a Member of the Board of Health of the City of Chicago to fill the vacancy created by the resignation of Dr. Richard H. Young, and respectfully request your approval of this appointment.

Very truly yours,
(Signed) RICHARD J. DALEY,
*Mayor.*

### Approval Given to Mayor's Reappointment of Arthur Schoenstadt as Member of Retirement Board of Policemen's Annuity and Benefit Fund.

Honorable Richard J. Daley, Mayor, submitted the following communication:

OFFICE OF THE MAYOR
CITY OF CHICAGO
January 19, 1970.

*To the Honorable, the City Council of the City of Chicago:*

GENTLEMEN—I reappoint Mr. Arthur Schoenstadt as a member of the Retirement Board of the Policemen's Annuity and Benefit Fund for a term of three years ending December 1, 1972, and respectfully request your approval of this reappointment.

Very truly yours,
(Signed) RICHARD J. DALEY,
*Mayor.*

Alderman Keane moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing reappointment. The motion *Prevailed.*

On motion of Alderman Keane (seconded by Alderman Simon and Alderman Holman) said reappointment was *Approved,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—45.

*Nays*—None.

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## Ordinance Amended Making Technical Changes in Boundary Descriptions Contained in Model Cities Election Code.

Honorable Richard J. Daley, Mayor, submitted the following communication:

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 19, 1970.

*To the Honorable, the City Council of the City of Chicago:*

GENTLEMEN—At the request of Mr. Erwin France, Director of the Model Cities Program, I transmit herewith an ordinance making technical changes in the boundary descriptions contained in the Model Cities Election Code passed at your last meeting. The attached ordinance also makes other minor clarifications aimed at facilitating the Board of Election Commissioners in the conduct of said election.

Very truly yours,
(Signed) RICHARD J. DALEY,
*Mayor.*

Alderman Keane moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed ordinance. The motion *Prevailed.*

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarksi, Staszcuk, Burke, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—44.

*Nays*—None.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Model Cities Election Code passed by action of this Council, January 5, 1970, and appearing at pages 7399, 7402-7412 of the Journal of the Proceedings of the City Council for that date, be and the same is hereby amended in the description of the "Boundaries of the North Model Cities Target Area" by striking the language set out below in parenthesis and substituting in lieu thereof the language in Italic below:

(South: North of the center line of Montrose Avenue, east of Clark Street to Kenmore Avenue; north of the center line of Irving Park Road, east of Kenmore Avenue to Clarendon Avenue.)

*South: North of the center line of Montrose Avenue, east of Clark Street to the CTA and Railroad Tracks, north of the center line of Irving Park Road, east of CTA and Railroad Tracks to Clarendon Avenue.*

(West: East of the center line of Kenmore Avenue; north of Irving Park Road to Montrose Avenue; east of the center line of north Clark Street, north of Montrose Avenue to Foster Avenue.)

*West: East of the CTA and Railroad Tracks, north of Irving Park Road to Montrose Avenue; east of the center line of north Clark Street, north of Montrose Avenue to Foster Avenue.*

SECTION 2. That the Model Cities Election Code passed by action of this Council, January 5, 1970, and appearing at pages 7399, 7402-7412 of the Journal of the Proceedings of the City Council for that date, be and the same is hereby amended in the description of the "Boundaries of the West Model Cities Target Area" by striking the language set out below in parenthesis and substituting in lieu thereof the language in Italic below:

(South: North of the center line of Cullerton Street, west of Hamlin Avenue to the Pennsylvania Railroad right of way.)

*South: North of the center line of Twenty-first Street, west of Independence Boulevard-Hamlin Avenue to the Pennsylvania Railroad right of way/Rockwell Street.*

(East: The west boundary of the Pennsylvania Railroad right of way, north of Cullerton Street to the south curb of the Eisenhower Expressway.)

*East: The west boundary of the Pennsylvania Railroad right of way/west of the center line of Rockwell Street, north of Twenty-first Street to the south right of way line of the Eisenhower Expressway.*

(West: East of the center line of Hamlin Avenue, north of Cullerton Street to the intersection of Hamlin Avenue and 14th Street; east of the center line of Independence Boulevard, north of 14th Street to the south curb of the Eisenhower Expressway.)

*West: East of the center line of Hamlin Avenue, north of Twenty-first Street to the intersection of Hamlin Avenue and 14th Street; east of the center line of Independence Boulevard, north of 14th Street to the south right of way line of the Eisenhower Expressway.*

SECTION 3. That the Model Cities Election Code passed by action of this Council, January 5, 1970, and appearing at pages 7399, 7402-7412 of the Journal of the Proceedings of the City Council for that date, be and the same is hereby amended in the description of the "Boundaries of the Near South Model Cities Target Area" by striking the language set out below in parenthesis and substituting in lieu thereof the language in Italic below:

(North: South of the center line of Pershing Road, east of Federal Street to Lake Michigan.)

*North: South of the center line of Pershing Road, east of Pennsylvania Central Railroad to Lake Michigan.*

(South: North of the center line of 51st Street, east of Federal Street to Cottage Grove Avenue; north of the center line of 47th Street, east of Cottage Grove Avenue to Lake Michigan.)

*South: North of the center line of 51st Street, east of the Pennsylvania Central Railroad to Cottage Grove Avenue; north of the center line of 47th Street, east of Cottage Grove Avenue to Lake Michigan.*

(West: East of the center line of Federal Street, north of 51st Street to Pershing Road.)

*West: East of the Pennsylvania Central Railroad, north of 51st Street to Pershing Road.*

SECTION 4. That the Model Cities Election Code passed by action of this Council, January 5, 1970, and appearing at pages 7399, 7402-7412 of the Journal of the Proceedings of the City Council for that date, be and the same is hereby amended in the description of the "Boundaries of the Mid-South Model Cities Target Area" by striking the language set out below in parenthesis and substituting in lieu thereof the language in Italic below:

(East: East of the center line of Stony Island Avenue, north of 67th Street to 60th Street.)

*East: West of the center line of Stony Island Avenue, north of 67th Street to 60th Street.*

(West: West of the center line of Cottage Grove Avenue, north of 67th Street to 60th Street.)

*West: East of the center line of Cottage Grove Avenue, north of 67th Street to 60th Street.*

SECTION 5. That the Model Cities Election Code passed by this Council on January 5, 1970 be amended in paragraph 12 thereof by striking the language:

"Employees of the Chicago Board of Election Commissioners shall be appointed by the Chicago Board of Election Commissioners as deputy registration officers and as judges of election."

and inserting in lieu thereof the following new language:

"Judges of Election regularly appointed by the Circuit Court of Cook County shall be appointed by the Board of Election Commissioners for the Model Cities Election."

SECTION 6. That the Model Cities Election Code passed by this Council on January 5, 1970 be amended in paragraph 14 thereof by striking said paragraph in its entirety and substituting in lieu thereof the following new paragraph:

"14. *Absentee Voting Permitted.*

Absentee voting shall be permitted and shall be conducted according to law as is applicable to general elections."

SECTION 7. That the Model Cities Election Code passed by this Council on January 5, 1970 be amended in paragraph 28 thereof by striking said paragraph in its entirety and substituting in lieu thereof the following new paragraph:

"28. *Conduct of Elections—Hours of Voting.*

If not otherwise provided in this Model Cities Election Code, the manner of conducting elections at the Model Cities Elections shall be the same as that set out in the Illinois Revised Statutes, Chapter 46, otherwise known as the Election Code, approved May 11, 1943, as heretofore and hereafter amended, except that Article 6-56, Reports and Duplicate Copies from Hotels, Lodging Houses and Furnished Apartments, shall not apply. Article 18-14 applies, but is specifically amended for purposes of this code to require the judges of election to make *triplicate* sets of tallies instead of *quadruplicate* sets. No statements of results shall be required. Each set of tallies shall be enclosed in an envelope, securely sealed and signed in such manner as required by this Article. The envelopes shall be directed to the Board of Election Commissioners, the City Clerk and the City Comptroller; they shall be directed to no other persons. On the day of election all precinct polling places are to remain open from 6:00 a.m. until 6:00 p.m. for the purpose of permitting qualified registered voters to cast their ballots."

SECTION 8. That the Model Cities Election Code passed by this Council on January 5, 1970 be amended in paragraph 4 thereof by striking the words "and on all propositions" from said paragraph 4.

SECTION 9. This ordinance shall take effect immediately upon passage.

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## Tribute Paid to Late Felix F. Kucharski.

Honorable Richard J. Daley, Mayor, on behalf of himself and the other members of the City Council presented the following proposed resolution:

WHEREAS, Almighty God, in His Infinite Wisdom, has called Felix F. Kucharski, former 12th Ward Republican Committeeman to his eternal reward on January 10, 1970; and

WHEREAS, Felix F. Kucharski was born in Poland and came to this country as a child at the age of one year, lived in the same neighborhood all his life, giving constant support to local groups, devoting long hours to the solution of community problems and to the problems of his party; and

WHEREAS, Felix F. Kucharski, served with distinction in the position of Republican Committeeman in the 12th Ward for a period of over 40 years; and

WHEREAS, Felix F. Kucharski, during his lifetime held positions with the State of Illinois wherein he served as State Superintendent for the Inspection of Factories and State Superintendent for the Inspection of Hotels and Motels; now, therefore,

*Be It Resolved,* That the Mayor and Members of the City Councli of the City of Chicago, in meeting assembled this 19th day of January, A. D. 1970, make public acknowledgment of their sorrow in the passing of Felix F. Kucharski, and extend to his family their sincere sympathy; and

*Be It Further Resolved,* That a suitable copy of this resolution be presented to the family of Felix F. Kucharski.

Alderman Staszcuk moved to *Suspend the Rules Temporarily,* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed.*

On motion of Alderman Staszcuk (seconded by Alderman Swinarski and Alderman Hoellen) the foregoing proposed resolution was *Adopted,* unanimously, by a rising vote.

### *CITY COUNCIL INFORMED AS TO MISCELLANEOUS DOCUMENTS FILED OR RECEIVED IN CITY CLERK'S OFFICE.*

John C. Marcin, City Clerk, informed the City Council that documents have been filed or received in his office, relating to the respective subjects designated, as follows:

#### *Proclamations.*

Proclamations of Honorable Richard J. Daley, Mayor, designating times for special observances as follows:

"Blood Donor Month In Chicago": January, 1970;

"March of Dimes Month In Chicago": January, 1970;

"Ahepa Charity Day In Chicago": January 14, 1970;

"Hobby and Crafts Week In Chicago": Week of February 1, 1970;

"Martin Luther King, Jr. Memorial Day In Chicago": Thursday, January 15, 1970;

"Kiwanis Anniversary Day In Chicago": January 21, 1970.

#### *Acceptances and Bonds under Ordinances.*

Also acceptances and bonds under ordinances as follows:

Central Soya Company: acceptance and bond under an ordinance passed on October 29, 1969 (covered bridge or passageway containing belt and steam lines); filed on December 15, 1969;

The Lurie Company: acceptance and bond under an ordinance passed on October 29, 1969 (ornamental clock); filed on December 17, 1969.

#### *State Approval of Ordinances Concerning M.F.T. Projects.*

Also communications from G. T. March, District Engineer, under date of January 6, 1970, announcing that the Department of Public Works and Buildings of the State of Illinois has approved ordinances passed by the City Council on the dates noted in parenthesis (involving expenditures of motor fuel tax funds), as follows:

Authorizing acquisition of property needed for channelization and improvement of specified intersections (Section Channelization 1969, Project 610) (passed on November 17, 1969);

Authorizing funds for snow and ice control maintenance of Streets, County and State Highways during Year 1969 (passed on December 9, 1969).

#### *Duplicate Payrolls.*

Also duplicate payrolls for the periods ended on December 15 and 31, 1969, received from Otto H. Loser, City Comptroller as follows:

Police Department Payrolls 1180, 1180H, 1186 and 1187;
Fire Department Payrolls 1230, 1230H and 1235;
Miscellaneous Payrolls.

#### *Oaths of Office.*

Also oaths of office of the following:

Dr. Murray C. Brown as Commissioner of Health; filed on January 7, 1970;

George F. Connelly, Sr. as a Member of the Board of Examiners of Plumbers; filed on January 7, 1970.

#### *Reports and Documents of Commonwealth Edison Co.*

Also a communication (received on January 6, 1970) signed by William H. Colwell, Secretary of the Commonwealth Edison Company, which reads as follows:

> "Pursuant to the provision of the 1948 Franchise Ordinance granted to this Company, I am enclosing copies of reports of the Company, as listed below:
>
> Monthly report to Illinois Commerce Commission with respect to routine transaction with affiliates for the month of November, 1969.
>
> Statement, dated December 19, 1969, for bills issued in January, 1970, to Illinois Commerce Commission relating to Standard Contract Rider No. 20.
>
> Monthly statement to Federal Power Commission (F.P.C. Form No. 5). of electric operating revenues and income, for the month of November, 1969.
>
> Monthly power statement to Federal Power Commission (F.P.C. Form No. 12-E), for the month of October, 1969.
>
> Monthly power plant report to Federal Power Commission (F.P.C. Form No. 4), for the month of October, 1969".

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### *CITY COUNCIL INFORMED AS TO CERTAIN ACTIONS TAKEN.*

#### *Pamphlet Publication of Ordinances.*

The City Clerk informed the City Council that all those ordinances which were passed by the City Council on January 5, 1970 and which were required by statute to be published in book or pamphlet form or in one or more newspapers, were published in pamphlet form on January 19, 1970 by being printed in full text in printed pamphlet copies of the Journal of the Proceedings of the City Council of the regular meeting held on January 5, 1970 [published by authority of the City Council in accordance with the provisions of Section 5-5 of the Municipal Code of Chicago, as passed on December 22, 1947], which printed pamphlet copies were delivered to the City Clerk on January 19, 1970.

#### *Newspaper Publication of Annual Appropriation Ordinance for Year 1970.*

The City Clerk further informed the City Council that on January 16, 1970, he had published in *Chicago Today,* a newspaper of general circulation published in the City of Chicago, the Annual Appropriation Ordinance of the City of Chicago for the year 1970, passed by the City Council on December 16, 1969.

### *MISCELLANEOUS COMMUNICATIONS, REPORTS, ETC. REQUIRING COUNCIL ACTION (TRANSMITTED TO CITY COUNCIL BY CITY CLERK).*

The City Clerk transmitted communications, reports, etc., relating to the respective subjects listed below, which were acted upon by the City Council in each case in the manner noted, as follows:

*Monthly Report of Board of Health (Dept. of Medical Examination and Emergency Treatment).*

The report of the Board of Health (Department of Medical Examination and Emergency Treatment) for the month of December, 1969.—*Placed on File.*

*City Treasurer's Annual Report for Year 1969.*

Also the Annual Report for the year ended December 31, 1969, submitted by Marshall Korshak, City Treasurer.—*Placed on File.*

*Court Decisions.*

Also communications from the Law Department addressed to the City Council, signed by Howard C. Golden and John J. George, Assistants Corporation Counsel, and Marvin E. Aspen, Head of Appeals and Review Division, transmitting the following decisions, which were *Placed on File:*

*Theodore A. Allen v. Board of Appeals of Chicago and The City of Chicago. Appellate Court of Illinois, First District, Case No. 53376.* On December 31, 1969, the Appellate Court upheld the Board of Appeal's denial of a permit to Allen which would have allowed multiple dwelling units in an area zoned for and devoted to business uses.

*Daley v. Jack's Tivioli Lounge et al. Illinois Appellate Court No. 52837.* On December 24, 1969, the Illinois Appellate Court sustained the revocation of a liquor license because the bartender permitted solicitation for prostitution on the licensed premises. Significant in the Court's decision was the abandonment of a long series of cases which allowed the reviewing court to hold in favor of the party who filed briefs, without a decision on the merits of the opposing party who failed to file briefs. The Court held that it would not reverse the trial court without considering the merits, where briefs were not filed.

*Nathan Dvorson, plaintiff-appellee vs. City of Chicago, et al., defendants-appellants, Appellate Court of Illinois, First District No. 53949.* On January 8, 1970, the Appellate Court of Illinois rejected an effort by City officials to revoke a building permit. The City contended the construction had not begun within six months as required by the ordinance but the Court held that surveying the land and implanting stakes for a specific building constituted construction within the terms of the ordinance.

*People ex rel Cronin vs. Cahill et al., Illinois Appellate Court No. 52785.* On December 31, 1969, the Illinois Appellate Court rendered a supplementary opinion (See C. J., September 5, 1969, p. 5968 for earlier opinion) giving further reasons for rejecting a suit by a lieutenant in the Police Department seeking a higher efficiency rating in order to achieve promotion to captain. The earlier opinion held that the delay in filing suit (over two years after the Civil Service list for captain was posted) precluded suit. The supplemental opinion reaffirms the finding of delay and rejected Cronin's contention that the court erroneously considered an affidavit filed by the Personnel Director of the Police Department.

*Zoning Reclassifications of Particular Areas.*

Also applications (in triplicate) of the persons named below together with proposed ordinances for amendment of the Chicago Zoning Ordinance, as amended, for the purpose of reclassifying particular areas, which were *Referred to the Committee on Buildings and Zoning,* as follows:

First American Realty, Inc.—to classify as an M2-3 General Manufacturing District instead of a C4 Motor Freight Terminal District the area shown on Map No. 8-K bounded by

a line 250 feet south of the south line of W. 33rd Street, or the line thereof if extended where no street exists; a line 144 feet west of the center line of S. Kostner Avenue, or the line thereof if extended where no street exists; a line 868.83 feet south of the south line of W. 33rd Street, or the line thereof if extended where no street exists; and the corporate limits of the City of Chicago;

M. J. McCarthy—to classify as a B4-1 Restricted Service District instead of an R3 General Residence District the area shown on Map No. 20-I bounded by

W. 79th Street; S. Washtenaw Avenue; the alley next south of and parallel to W. 79th Street; and a line 58.67 feet west of S. Washtenaw Avenue;

Harry F. McDonagh—to classify as a B4-1 Restricted Service District instead of an R2 Single Family Residence District the area shown on Map No. 28-G bounded by

W. 115th Street; S. Justine Street; the alley next south of and parallel to W. 115th Street; and S. Ashland Avenue;

David J. Shields—to classify as a B5-2 General Service District instead of an R4 General Residence District the area shown on Map No. 11-H bounded by

a line 100 feet south of W. Lawrence Avenue; the alley next east of and parallel to N. Wolcott Avenue; a line 249 feet south of W. Lawrence Avenue; and N. Wolcott Avenue;

Sun Electric Corp.—to classify as an M1-3 Restricted Manufacturing District instead of an M1-1 Restricted Manufacturing District the area shown on Map No. 15-O bounded by

W. Devon Avenue; the right of way of the C. & N. W. RR.; N. Harlem Avenue; W. Palatine Avenue; and N. Avondale Avenue;

Helmer Weiner—to classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map No. 2-M bounded by

a line 52 feet north of W. Adams Street; S. Parkside Avenue; W. Adams Street; and the alley next west of and parallel to S. Parkside Avenue.

*Claims against City of Chicago.*

Also claims against the City of Chicago, which were *Referred to the Committee on Finance,* filed by the following:

Allstate Insurance (2) Herbert and B. Fair, and Frank Taitel, Alper Insurance Agency Inc., and Sheldon J. Bochner, Frank A. Bartilotta, Joseph

Bartosiewicz, Dorothy Bayless, Berwyn Lumber Co., Big Four Wrecking, Edwin Black, Archie Bloom, Hazel Christman, Chris' Auto Rebuilders, Gus Collias, Clifton Colmaan, George L. Cooper, James Daniels, Ted Eliza Sr., Robert Gaston Frence, Goodwill Drug and Liquors, Inc., R. Gramm Construction Co., Garry A. Gurvey, James Hackett, John D. Harrison, Tommie Harvey, Marvin Hecht, Joseph Heretik, Mrs. Charles L. Hill, Mrs. Maurice Hoffman, Arthur Kleusner, Markstone Manufacturing Co., Material Service Div. of General Dynamics Corp., Timothy J. O'Brien, Eden M. Osterimeier, Mr. and Mrs. Gust Panos, Percoulas Vasiliki, Walter Plac, Randy's #2 Cut Rate Liquor Inc., Evangeline Rankin, Retail Wholesale and Dept. of Stove Union Local #194, Edward N. Romberg, Chester Rottau, Herman C. Sievers Co., Anna Skirkanic, James Smith, Vernon A. Stamm, State Farm Insurance and Michael Huber, Texaco Inc., The Edison Park United Methodist Church, Gail Tracey, Venita Walker, Victoria Warchalowski, William E. Wheeler, Jr., Ural Wynne, Jerome J. Zukauski.

### *Rescinding Grant of Privilege to West End Paper Stock Co.*

Also a communication from Otto H. Loser, City Comptroller, addressed to the Mayor and the City Council under date of January 9, 1970, transmitting a proposed ordinance to repeal the ordinance passed by the City Council on June 16, 1954, granting permission and authority to Louis Al G. and Samuel Skora, co-partners, d/b/a the West End Paper Stock Company, to maintain and use a railroad switch track over and across W. Armitage Avenue 150 feet west of the west line of N. Central Avenue (new account established).—*Referred to the Committee on Local Industries, Streets and Alleys.*

### *Request from Chicago Boys Clubs for License Fee Exemption for Fuel Oil Storer.*

Also a communication from Chicago Boys Clubs addressed to the City Council under date of January 15, 1970, transmitting a written request, signed by Fred C. Lickerman, Executive Director, requesting that the City Council pass an ordinance for license fee exemption for fuel oil storer, which was *Referred to the Committee on Finance.*

### *Request from The Anti-Cruelty Society for License Fee Exemption for Storage of Flammable Liquids.*

Also a communication from The Anti-Cruelty Society addressed to the City Clerk under date of January 12, 1970, transmitting a written request, signed by J. J. Shaffer, Managing Director, requesting that the City Council pass an ordinance for license fee exemption for the storage of flammable liquids on the premises at No. 157 W. Grand Avenue, which was *Referred to the Committee on Finance.*

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### *Referred*—BID FOR PURCHASE OF CITY-OWNED PROPERTY AT NOS. 1618-1620 W. WINNEMAC AV.

The City Clerk transmitted a communication from Otto H. Loser, City Comptroller under date of January 6, 1970, reading as follows:

"Transmitted herewith, one sealed bid received in this office in response to advertisement for sale of City-owned property at Nos. 1618-1620 W. Winnemac Avenue authorized by ordinance passed on November 17, 1969, page 6370, Council Journal".

On motion of Alderman Keane the bid submitted with the foregoing communication was ordered opened and read, and was then *Referred to the Committee on Finance.* The following is a summary of said bid:

Bidder: Bethany Home and Hospital of the Methodist Church, No. 5025 N. Paulina Street; amount bid $12,650.00; deposit $1,265.00 (certified check).

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### *Referred*—PROPOSED ORDINANCES AND PROPOSED AMENDATORY ORDINANCE RECOMMENDED BY BOARD OF LOCAL IMPROVEMENTS FOR CONSTRUCTION OF SIDEWALKS AND FOR ALLEY IMPROVEMENTS.

The City Clerk transmitted the following communications addressed to him under date of January 16, 1970 (signed by Virgil A. Berg, Secretary of the Board of Local Improvements), which were together with the proposed ordinances transmitted therewith, *Referred to the Committee on Local Industries, Streets and Alleys:*

"Submitted herewith are two (2) improvement ordinances for presentation to the City Council at its next regular meeting, January 19, 1970:

Ward 13—Amendatory Ordinance for construction of a concrete sidewalk six (6) feet in width and one (1) foot from the lot line towards the curb line in a system of streets as follows:

North side of W. 75th Place from the west curb line of S. Lawndale Avenue to a point approximately one hundred twenty-five (125) feet west of the west curb line of S. Lawndale Avenue, etc.

Ward 49—Construction of a concrete sidewalk six (6) feet in width and one (1) foot from the lot line towards the curb line in a system of streets as follows:

East side of N. Sacramento Avenue from the north curb line of W. Pratt Avenue to a point approximately two hundred (200) feet north of the north curb line of W. Pratt Avenue, etc.".

"Submitted herewith are eight (8) improvement ordinances for presentation to the City Council at its next regular meeting, January 19, 1970:

As provided in the Local Improvement Act, the Board has held public hearings on said improvements with reference to the extent, nature, kind, character and estimated cost thereof and recommends passage of said ordinances.

Ward 8—Grading and paving alley between E. 83rd Place, E. 84th Street, S. Cregier Avenue and S. East End Avenue;

Ward 8—Grading and paving alley between E. 93rd Street, E. 94th Street, S. Rhodes Avenue and S. Eberhart Avenue;

Ward 15—Grading and paving alleys between W. 55th Street, W. 56th Street, S. Francisco Avenue and S. Richmond Street, etc.;

Ward 21—Grading and paving alley between W. 113th Place, W. 114th Place, S. Carpenter Street and S. Aberdeen Street;

Ward 21—Grading and paving alleys between W. 118th Street, W. 119th Street, S. Bishop Street and S. Laflin Street;

Ward 21—Grading and paving alleys between W. 113th Place, W. 114th Place, S. Laflin Street and S. Ashland Avenue, etc.;

Ward 23—Grading and paving alleys between W. 51st Street, W. 52nd Street, S. Austin Avenue and S. McVicker Avenue;

Ward 41—Grading and paving alleys between W. Indian Road, W. Huntington Street, N. Moody Avenue and N. Melvina Avenue".

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### *Placed on File*—REQUEST, DEMAND AND DIRECTION TO CITY COUNCIL TO REDUCE 1969 TAXES FOR PAYMENT OF PRINCIPAL OF AND INTEREST ON SCHOOL BUILDING BONDS FOR YEAR 1952.

The City Clerk transmitted the following communication, which was, together with the certified copy of the resolution transmitted therewith, *Placed on File:*

BOARD OF EDUCATION
CITY OF CHICAGO

January 15, 1970.

*To The Honorable Richard J. Daley, Mayor of the City of Chicago, and the City Council Assembled:*

GENTLEMEN—The Board of Education of the City of Chicago at its adjourned regular meeting held on January 15, 1970 passed the following resolution, certified copies of which are herewith sent to you:

1. Request and Demand on City Council to Authorize and Direct County Clerk of Cook County, Illinois, To Reduce 1969 Taxes to be Extended for the Purpose of Providing Revenue for Payment of the Principal of and Interest on School Building Bonds of 1952 in the Sum of $150,000.00.

The Board of Education of the City of Chicago respectfully requests that said copies be filed with the City Council of the City of Chicago.

Respectfully submitted,

BOARD OF EDUCATION OF THE
CITY OF CHICAGO

(Signed) FRANK M. WHISTON,
*President.*

(Signed) M. Q. COLLINS,
*Secretary.*

[Impression of Corporate Seal of Board of Education of the City of Chicago]

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# REPORTS OF COMMITTEES.

**Committee reports were submitted as indicated below.** ***No request under the statute was made by any two aldermen present to defer any of said reports for final action thereon, to the next regular meeting of the Council, except where otherwise indicated.***

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## COMMITTEE ON FINANCE.

### Reduction Made in Total Amount of 1969 Taxes to be Extended for Payment of Principal of and Interest on School Building Bonds of 1952 of Board of Education of City of Chicago.

**The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:**

AN ORDINANCE

To Authorize and Direct the County Clerk of Cook County, Illinois to Reduce 1969 Taxes to be Extended for the Purpose of Providing Revenue for the Payment of Principal of and Interest on School Building Bonds of 1952 of the Board of Education of the City of Chicago in the Sum of $150,000.00.

WHEREAS, By resolution adopted by the Board of Education of the City of Chicago at its regular meeting held on January 14, 1970 it appears that a tax was levied for the year 1969 sufficient to produce $525,000.00 for principal and $56,250.00 to pay and discharge the interest on School Building Bonds of 1952 of the Board of Education of the City of Chicago as the payments severally become due; and

WHEREAS, It further appears from said resolution that there is now in the sinking fund account maintained for said bonds an accumulation derived from interest earned on investments of said fund in an amount in excess of the sum immediately required for Payment of principal and interest on said bonds and therefore the amount levied for the year 1969 on account of principal and interest on said School Building Bonds of 1952 may be reduced in the amount of $93,750.00 for principal and $56,250.00 for interest; and

WHEREAS, By said resolution the City Council of the City of Chicago was directed and authorized to direct the County Clerk of Cook County, Illinois to reduce the total amount of 1969 taxes to be extended for the purpose of providing revenue for the payment of principal on said bonds by the sum of $93,750.00 and for payment of interest on said bonds in the sum of $56,250.00; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The County Clerk of Cook County, Illinois be and he is hereby directed and authorized to reduce the total amount of 1969 taxes to be extended for the purpose of providing revenue for the payment of principal on School Building Bonds of 1952 of the Board of Education of the City of Chicago by the sum of $93,750.00 and for payment of interest on said bonds by the sum of $56,250.00, so that the total amount of 1969 taxes to be extended for the purpose of providing revenue for the payment of principal on said School Building Bonds of 1952 shall be sufficient to produce the sum of $431,250.00 for said year 1969 and that the total amount of 1969 taxes to be extended for the purpose of providing revenue for interest on said School Building Bonds of 1952 shall be entirely abated for said year 1969.

SECTION 2. The City Clerk be and he is hereby directed to present to and file with the County Clerk of Cook County, Illinois a copy of this ordinance duly certified by said City Clerk.

SECTION 3. This ordinance shall take effect and be in force from and after its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—45.

*Nays*—None.

### Reductions Made in 1969 Tax Levies for Bonds and Interest on Bonds and for Loss and Cost in Collection of Taxes.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

WHEREAS, On January 31, 1969, the City Council of the City of Chicago passed ordinances levying taxes for the year 1969, for the payment of bonds and interest on bonds and for loss and cost in the collection of taxes levied for the payment of bonds and interest on bonds; and

WHEREAS, Said levies were made for the payment of bonds and interest on bonds including bonds redeemed or unsold, or levied at maximum interest rates and sold at a lesser interest rate; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The tax levies for the year 1969 for the payment of bonds and interest on bonds and for loss and cost in collection of taxes levied for the payment of bonds and interest on bonds provided by ordinance passed by the City Council and as is noted in the Journal of Proceedings of the City Council, on January 31, 1969, pages 5016 to 5045 inclusive, are amended by reducing the amounts levied for payment of interest on bonds from $13,177,787.00 to $13,164,187.00 and by reducing the amounts levied for loss and cost in the collection of taxes from $2,970,156.00 to $2,969,068.00; and by reducing the total amounts included in said levies for the payment of bonds and interest on bonds, including loss and cost in the collection of taxes from $37,126,943.00 to $37,112,255.00.

SECTION 2. The following is an itemized statement of the amounts to be abated pursuant to Section 1 hereof:

1969 ABATEMENT—BONDS AND INTEREST ON BONDS

| | *Amount to be Abated* |
|---|---|
| From levy for interest: | |
| Refuse Disposal Bonds—1953—Unsold | $13,600.00 |
| From levy for loss in and cost of collection | 1,088.00 |
| Total Abatement | $14,688.00 |

SECTION 3. The City Clerk hereby is directed to file with the County Clerk of Cook County, Illinois, a copy of this ordinance duly certified by said City Clerk.

SECTION 4. This ordinance shall take effect and be in force from and after its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—45.

*Nays*—None.

### Reductions Made in 1969 Tax Levies for Working Cash Fund Bonds.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

WHEREAS, On September 17, 1969 the City Council of the City of Chicago passed an ordinance levying taxes for the year 1969 for the payment of bonds and interest on bonds and for loss in and cost of collection of taxes levied for the payment of bonds and interest on bonds; and

WHEREAS, Said levies were made for the payment of bonds and interest on bonds including bonds redeemed or unsold, or levied at maximum interest rates and sold at a lesser interest rate; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The tax levies for the year 1969 for the payment of bonds and interest on bonds and for loss and cost in collection of taxes levied for the payment of bonds and interest on bonds provided by ordinance passed by the City Council of the City of Chicago and as is noted in the Journal of the Proceedings of the City Council on September 17, 1969, pages 6116 to 6118 inclusive, are hereby amended by reducing the amounts levied for payment of interest on bonds from $2,502,500.00 to $2,313,500.00 and by reducing the amount levied for loss in and cost of collection of taxes from $477,935.00 to $462,815.00 and by reducing the total amounts included in said levies for the payment of bonds and interest on bonds including loss in and cost of collection of taxes from $5,980,435.00 to $5,776,315.00.

SECTION 2. The following is an itemized statement of the amounts to be abated pursuant to Section 1 hereof:

1969 ABATEMENT—WORKING CASH FUND BONDS

| | *Amount to be Abated* |
|---|---|
| From levy for interest: | |
| Working Cash Bonds sold at lesser rate | $189,000.00 |
| From levy for loss in and cost of collection | 15,120.00 |
| Total Abatement | $204,120.00 |

SECTION 3. The City Clerk is hereby directed to file with the County Clerk of Cook County, Illinois, a copy of this ordinance duly certified by said City Clerk.

SECTION 4. This ordinance shall take effect and be in force from and after its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling —45.

*Nays*—None.

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## Levy of Taxes for Year 1970 Authorized for Junior College Purposes of Board of Junior College District No. 508.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, to authorize the levy of taxes for the year 1970 for Junior College Purposes of Board of Junior College District No. 508.

On motion of Alderman Keane the said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—43.

*Nays*—None.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

**The following is said ordinance as passed:**

AN ORDINANCE

Levy of Taxes for the Year 1970 for Junior College Purposes of Board of Junior College District No. 508, County of Cook and State of Illinois.

WHEREAS, Pursuant to provisions of Section 7-8 of the Public Junior College Act, as amended, of the State of Illinois, the Board of Junior College District No. 508, County of Cook and State of Illinois, at a regular meeting held January 6, 1970, duly adopted the Annual Budget of the Board of Junior College District No. 508, County of Cook and State of Illinois, for the fiscal year 1970, in which and by which said Annual Budget said Board appropriated such sums of money as are required to defray all of its estimated expenses and liabilities to be paid or incurred during such fiscal year commencing January 1, 1970; and

WHEREAS, Pursuant to provisions of Section 7-9 of the Public Junior College Act, as amended, of the State of Illinois, said Annual Budget sets forth estimates, by classes, of all current assets and liabilities of each fund of said Board as of the beginning of the fiscal year 1970, and the amounts of of such assets estimated to be available for appropriation in such year, either for expenditures or charges to be made or incurred during that year or for liabilities unpaid at the beginning thereof; detailed estimates of all taxes to be levied for the fiscal year 1970, which estimates of taxes to be levied during the fiscal year 1970 for educational and building purposes do not exceed the sum equivalent to the product of the value of the taxable property in the district, as ascertained by the last assessment for State and county taxes previous to the passage of said Annual Budget, multiplied by the maximum per cent or rate of tax which the corporate authorities of the city are authorized by law to levy for the current fiscal year, 1970, for those purposes; and of all current revenues to be derived from sources other than taxes, including State and Federal contributions, rents, fees perquisites, and all other types of revenue, which will be applicable to expenditures or charges to be made or incurred during the fiscal year 1970; and

WHEREAS, Pursuant to provisions of Section 7-10 of the Public Junior College Act, as amended, of the State of Illinois, said Annual Budget specifies the organizational unit, fund, activity, and object to which an appropriation is applicable, as well as the amount of such appropriation, and includes appropriations for all estimated current expenditures or charges to be made or incurred during the fiscal year 1970, including interest to accrue on tax anticipation warrants and temporary loans; all final judgments, including accrued interest thereon, entered against said Board and unpaid at the beginning of the fiscal year 1970; any amount for which said board is required under the Public Junior College Act, as amended, of the State of Illinois, to reimburse the working cash fund from the educational purposes fund and building purposes fund; all other estimated liabilities, including the principal of all tax anticipation warrants and all temporary loans and all accrued interest thereon, incurred during prior years and unpaid at the beginning of the fiscal year 1970; and an amount or amounts estimated to be sufficient to cover the loss and cost of collecting taxes levied for the fiscal year 1970; and also deferred collections thereof and abatements in the amounts of those taxes as extended upon the Collectors' books; and

WHEREAS, Pursuant to Section 7-11 of the Public Junior College Act, as amended, of the State of Illinois, said Annual Budget for the fiscal year 1970 was prepared in tentative form by said Board and in that form was made available to public inspection for at least ten (10) days prior to final action thereon, by having at least five (5) copies thereof on file in the office of the Secretary of said Board; and on Tuesday, December 9, 1969, which date was not less than one week after those copies were placed on file and prior to final action thereon, said Board, held a public hearing thereon, of which notice was given by publication on November 28, 1969, in the Chicago Daily News, a newspaper published and having general circulation in the district, which date was at least one week prior to the time of the hearing; and

WHEREAS, Thereafter at said regular meeting held January 6, 1970, the Board of Junior College District No. 508, County of Cook and State of Illinois, duly adopted a resolution demanding and directing the City Council of the City of Chicago to levy a tax for educational purposes, for building purposes and the purchase of grounds, and for the purpose of providing revenue for the payment of principal of and interest on working cash fund bonds, series 1967, for the fiscal year 1970, which resolution is in words and figures as follows:

> "Be It Resolved, And it is hereby certified by the Board of Junior College District No. 508,

County of Cook and State of Illinois, that it requires to be levied for the fiscal year 1970 upon the equalized assessed value of the taxable property in the City of Chicago, a tax for educational purposes, a tax for building purposes and the purchase of grounds, and a tax for the purpose of providing revenue for the payment of the principal of and interest on working cash fund bonds, series 1967, as follows:

| | |
|---|---|
| For educational purposes | $19,738,603 |
| For building purposes and the purchase of grounds | $ 5,721,334 |
| For the purpose of providing revenue for the payment of the principal of and interest on working cash fund bonds, series 1967 | $ 1,695,327 |

as said purposes and amounts are further set forth in the Annual Budget of the Board of Junior College District No. 508, County of Cook and State of Illinois, for the fiscal year 1970, which Annual Budget of the Board of Junior College District No. 508, County of Cook and the State of Illinois, for the fiscal year 1970, was duly adopted by said Board of Junior College District No. 508, County of Cook and State of Illinois, at a regular meeting on January 6, 1970, which Annual Budget of the Board of Junior College District No. 508, County of Cook and State of Illinois, for the fiscal year 1970, is herein referred to and made a part hereof, and which is now on file in the office of the Secretary of the Board of Junior College District No. 508, County of Cook and State of Illinois; and

Be It Further Resolved, That formal demand and direction be and the same hereby are made upon the City Council of the City of Chicago to levy the aforesaid taxes for the year 1970; and

Be It Further Resolved, That the Chairman and the Secretary of this Board be and they are hereby authorized and directed to present and file with the City Council of the City of Chicago this Order, Demand, and Direction, by certified copy thereof"; and

WHEREAS, Thereafter a certified copy of said resolution was filed by the Chairman and Secretary of the Board of Junior College District No. 508, County of Cook and State of Illinois, with the City Council of the City of Chicago; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the sum of twenty-seven million, one hundred fifty-five thousand, two hundred sixty-four dollars ($27,155,264) being the total of the appropriations heretofore legally made by the Board of Junior College District No. 508, County of Cook and State of Illinois, which are to be collected from the tax levy of the current fiscal year, 1970, of the Board of Junior College District No. 508, County of Cook and State of Illinois, for all junior college purposes of said Board of said Junior College District No. 508, County of Cook and State of Illinois, for Educational Purposes, for Building Purposes and the Purchase of Grounds, and for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on Working Cash Fund Bonds, Series 1967, as appropriated for the current fiscal year, 1970, by the Annual Budget of the Board of Junior College District No. 508, County of Cook and State of Illinois, for the fiscal year 1970 passed by said Board at a regular meeting of said Board held on the 6th day of January, 1970, be and the same hereby is levied for the year 1970, on all property within the said City of Chicago subject to taxation for the current year, the specific amounts as levied for the various purposes herein named being indicated herein by being placed in a separate column headed "Amounts To Be Included in Tax Levy" which appears over the same, the said tax so levied being for the current fiscal year, 1970, of the Board of Junior College District No. 508, County of Cook and State of Illinois, for the said appropriations to be collected from said tax levy, the total of which has been ascertained as aforesaid, in the said Annual Budget of the Board of Junior College District No. 508, County of Cook and State of Illinois, for the fiscal year 1970, reference to which is hereby made, and which said Annual Budget is hereby made a part hereof and is on file with the Secretary of the Board of Junior College District No. 508, County of Cook and State of Illinois, and which specific amounts and various appropriations are as follows:

| | *Amounts to be Included in Tax Levy* |
|---|---|
| For Educational Purposes | $19,738,603 |
| For Building Purposes and the Purchase of Grounds | $ 5,721,334 |
| For the Purpose of Providing Revenue for the Payment of the Principal of and Interest on Working Cash Fund Bonds, Series 1967 | $ 1,695,327. |

SECTION 2. The City Clerk is hereby directed to file with the County Clerk of Cook County, Illinois, and with the County Clerk of DuPage County, Illinois, a copy of this ordinance duly certified by said City Clerk.

SECTION 3. This ordinance shall take effect and be in force from and after its passage and approval.

## Acceptance of Proposals Authorized for Project Notes Including Payment of Placement Fee to Purchaser by U.S.A.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

WHEREAS, The City of Chicago, on April 9, 1969, adopted an ordinance entitled "Ordinance Authorizing the Sale, Issuance and Delivery of Project Notes and the Execution of Requisition Agreements" pursuant to the several contracts therein specified (hereinafter called the "Master Ordinance"); and

WHEREAS, The City of Chicago and the United States of America (herein called the "Government") recognize the desirability of obtaining funds for the purpose described in the aforementioned ordinance from sources other than the Government despite the existence of abnormally high interest rates which presently prevail in the private money markets; and

WHEREAS, The Government proposed to enable the City of Chicago to continue to obtain loan funds from sources other than the Government by the Government making payment of a placement fee, where necessary, to the purchaser or purchasers of the City of Chicago's Project Notes; and

WHEREAS, When deemed necessary in the light of prevailing market conditions, the Government and the City of Chicago shall initiate the placement fee procedure in connection with a Project Note sale by causing to be inserted, as part of the Notice of Sale published in the Daily Bond Buyer, a financial newspaper published in the City of New York, New York, an authorization to prospective bidders to include a placement fee as part of the bidder's proposal; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The City Comptroller of the City of Chicago, after receiving Government approval of a recommended award of the Project Notes, is hereby authorized and directed on behalf of the City of Chicago to award the Project Notes at the lowest interest rate or rates, not in excess of six percent (6%) per annum, offered in the proposals, without reference to premiums: Provided, however, that as among proposals specifying the same lowest interest rate and specifying a premium, the award shall be made on the basis of the highest premium per dollar principal amount of the Project Notes specified in such proposals; Provided further, that when the Notice of Sale published in the Daily Bond Buyer authorizes a placement fee as part of the bid proposal and in the event that every proposal relating to all or any part of the Project Notes specifies a placement fee to be received by the purchaser as compensation for the placement of such Notes, then the award of the Project Notes to which such proposals relate shall be made on the basis of the lowest placement fee specified per dollar amount of such Notes.

SECTION 2. Each proposal submitted for all or a part of the Project Notes shall be substantially in the form of HUD-9402 which is incorporated herein by reference, and which is hereby approved by the City of Chicago.

SECTION 3. The City of Chicago hereby authorizes the Government to pay to any purchaser of the Project Notes a placement fee as compensation for services required in placing such Notes.

SECTION 4. Any and all prior ordinances of the City of Chicago are hereby amended to the extent necessary to enable the carrying out of the actions authorized herein.

SECTION 5. This ordinance shall take effect immediately.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling —45.

*Nays*—None.

## Action of City Comptroller Ratified and Confirmed for Awarding Project Notes in First and Second Series 1970.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

WHEREAS, The City of Chicago received bids on December 16, 1969, for the First and Second Series 1970 of Project Notes in the amount of $2,188,000.00 and $27,815,000.00 respectively pursuant to advertisement of December 2, 1969; and

WHEREAS, The bid of Morgan Guaranty Trust Company of New York and Salomon Bros. and Hutzler at an interest rate of six percent (6%) with a placement fee of $2,188.00 to be paid to the bidder by the United States of America was the lowest bid received for First Series 1970; and

WHEREAS, The bid of the Northern Trust Company and A. G. Becker & Co., Inc. at an interest rate of six percent (6%) with a placement fee of $298.00 for $500,000.00 of Second Series 1970 and the bid of Morgan Guaranty Trust Company of New York and Salomon Bros. and Hutzler at an interest rate of six percent (6%) with a placement fee of $19,118.00 for $27,315,000.00 of Second Series 1970 to be paid to the bidder by the United States of America, were the lowest bids received for that series; and

WHEREAS, The City Comptroller of the City of Chicago advised said Banks on December 16, 1969, that they were the successful low bidders; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The action of the City Comptroller in awarding the Project Notes in the First and Second Series 1970, as aforesaid, is hereby in all respects approved, ratified, and confirmed.

SECTION 2. Any and all prior ordinances of the City of Chicago are hereby amended to the extent necessary to enable the carrying out of the actions authorized herein.

SECTION 3. This ordinance shall take effect immediately.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling —45.

*Nays*—None.

## Action of City Comptroller Ratified and Confirmed Awarding Project Notes in Fourth Series 1970 for Urban Renewal Project No. Ill. R-31 Southeast Englewood.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

WHEREAS, The City of Chicago received bids on January 13, 1970, for the Fourth Series 1970 Project Notes in the amount of $2,305,000.00 pursuant to advertisement of December 30, 1969; and

WHEREAS, The bid of Bank of America, First National City Bank, Continental Illinois National Bank and Trust Company of Chicago, First Boston Corporation, and Mellon National Bank and Trust Company at an interest rate of 5.54% was the lowest bid received for $1,605,000.00 Project Notes Fourth Series 1970; and

WHEREAS, Contract Illinois R-31 (L-G) between the City of Chicago and the United States of America provides that the interest rate on Project Note shall not exceed 5½%; and

WHEREAS, The United States of America has agreed to waive the said provision and submit a grant in the amount of the interest in excess of 5½%; and

WHEREAS, The City Comptroller of the City of Chicago pursuant thereto advised said Banks on January 13, 1970, that they were the successful low bidders; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The action of the City Comptroller in awarding the Project Notes in the Fourth Series 1970, as aforesaid, is hereby in all respects approved, ratified, and confirmed.

SECTION 2. The City Comptroller is authorized to accept a waiver of the interest provisions in contract Illinois R-31 (L-G) and accept a grant from the United States of America in the amount of the excess interest over 5½%.

SECTION 3. Any and all prior ordinances of the City of Chicago are hereby amended to the extent necessary to enable the carrying out of the actions authorized herein.

SECTION 4. This ordinance shall take effect immediately.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling —45.

*Nays*—None.

## Execution of Lease Authorized from Chicago Housing Authority for Relocatable Homes for Use as Mobile Offices for Consumer Service Centers.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, to authorize execution of a lease with Chicago Housing Authority for four Relocatable Homes to be used as mobile offices for Consumer Service Centers.

On motion of Alderman Keane the said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling —45.

*Nays*—None.

**The following is said ordinance as passed:**

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Consumer Sales, Weights and Measures is authorized to execute, and the City Comptroller to accept, upon approval by the Corporation Counsel as to form and legality, a lease from the Chicago Housing Authority to the City of Chicago, covering four (4) Ritz-Craft Relocatable Homes to be used as mobile offices in establishing Consumer Service Centers. Said lease being substantially in the following form:

This Indenture made this .... day of.........., 19..., between the Chicago Housing Authority, a municipal corporation, hereinafter referred to as the Lessor, and the City of Chicago, a municipal corporation, for the Department of Consumer Sales, Weights and Measures of the City of Chicago, hereinafter referred to as the lessee,

WITNESSETH:

Lessee hereby leases and hires from Lessor for use in establishing Consumer Service Centers, the following personal property which together with all replacement parts, additions, repairs and accessories heretofore or hereafter incorporated therein or affixed thereto are herein called "equipment":

| *Make* | *Model* | *Serial Number* |
|---|---|---|
| Ritz-Craft Relocatable Homes | 1968 Caravan | 016-0038 |
| Ritz-Craft Relocatable Homes | 1968 Caravan | 016-0028 |
| Ritz-Craft Relocatable Homes | 1968 Caravan | 016-0018 |
| Ritz-Craft Relocatable Homes | 1968 Caravan | 016-0048 |

The terms and conditions of this undertaking are as follows:

1. *Lease.* Lessor hereby leases to Lessee, and Lessee hereby leases and hires from Lessor, all the equipment described above.

2. *Term.* The term of this lease commences upon November 1, 1969, and ends October 31, 1970, subject to cancellation by either party on thirty days' written notice. After the original term specified herein, this lease shall automatically be renewed for successive terms of one calendar year, until terminated by either party hereto by giving the other party at least thirty (30) days' written notice of such termination. Lessee shall take possession of the equipment on or before November 15, 1969, and shall bear all costs of relocating the same to such place or places as the Lessee may desire to use them, in no event beyond the corporate limits of the City of Chicago.

3. *Rent.* The rent shall be one dollar ($1.00) per year. Lessee shall pay Lessor said rent in advance, at the office of Lessor, 55 West Cermak Road, Chicago, Illinois, or to such other person and/or at such other place as Lessor may from time to time designate in writing.

4. *Use.* Lessee shall use the equipment in a careful and proper manner and shall comply with and conform to all national, state, municipal, police and other laws, ordinances and regulations in anywise relating to the possession, use or maintenance of the equipment. If at any time during the term hereof Lessor supplies Lessee with labels, plates or other markings, stating that the equipment is owned by Lessor, Lessee shall affix and keep the same upon a prominent place on the equipment.

5. *Lessor's Inspection.* Lessor shall at any and all times during business hours have the right to enter into and upon the premises where the equipment may be located for the purpose of inspecting

the same or observing its use. Lessee shall give Lessor immediate notice of any attachment or other judicial process affecting any item of equipment and shall, whenever requested by Lessor, advise Lessor of the exact location of the equipment.

6. *Repairs*. Lessee, at its own cost and expense, shall keep the equipment in good repair, condition and working order and shall furnish any and all parts, mechanisms and devices required to keep the equipment in good mechanical and working order.

7. *Utilities*. Lessee shall pay for all utilities supplied the equipment during the term of this lease.

8. *Surrender*. Upon the expiration or earlier termination of this lease, with respect to any item of equipment, Lessee shall return the same to Lessor in good repair, condition and working order, ordinary wear and tear resulting from proper use thereof alone excepted by delivering such item of equipment, at Lessee's cost and expense, to such place within the City of Chicago as Lessor shall specify.

9. *Insurance*. Lessee shall keep the equipment insured against all risks of loss, or damage from every cause whatsoever for not less than $7,500.00 per unit; and shall carry public liability and property damage insurance covering the equipment in an amount not less than $100,000 per person, $300,000 per occurrence. All said insurance shall be in form and amount and with companies approved by Lessor, and shall be in the joint names of Lessor and Lessee. Lessee shall pay the premiums therefor and deliver a certificate of insurance evidencing such coverage to Lessor. Each insurer shall agree, by endorsement upon the policy or policies issued by it or by independent instrument furnished to Lessor, that it will give Lessor thirty (30) days' written notice before the policy in question shall be altered or cancelled. Lessee hereby appoints Lessor at Lessee's attorney-in-fact to make claim for, receive payment of, and execute and endorse all documents, checks or drafts for loss or damage under any said insurance policy.

10. *Taxes*. Lessee shall keep the equipment free and clear of all levies, liens and encumbrances and shall pay all license fees, registration fees, assessments, charges and taxes (municipal, state and federal) which may now or hereafter be imposed upon the ownership, leasing, renting, sale, possession or use of the equipment, excluding, however, all taxes on or measured by Lessor's income.

11. *Lessor's Payment*. In case of failure of Lessee to procure or maintain said insurance or to pay said fees, assessments, charges and taxes, all as hereinbefore specified, Lessor shall have the right, but shall not be obligated, to effect such insurance, or pay said fees, assessments, charges and taxes, as the case may be. In that event, the cost thereof shall be repayable to Lessor as rent.

12. *Warranties*. Lessor makes no warranties, either express or implied, as to any matter whatsoever, including, without limitation, the condition of the equipment, its merchantability or its fitness for any particular purpose.

13. *Indemnity*. Lessee shall indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including attorney's fees, arising out of, connected with, or resulting from the equipment, including without limitation the manufacture, selection, delivery, possession, use, operation or return of the equipment.

14. *Default*. If Lessee with regard to any item or items of equipment fails to pay any rent or other amount herein provided within ten (10) days after the same is due and payable, or if Lessee with regard to any item or items of equipment fails to observe, keep or perform any other provision of this lease required to be observed, kept or performed by Lessee, Lessor shall have the right to exercise any one or more of the following remedies:

(a) To take possession of any or all items of equipment, without demand or notice, wherever same may be located, without any court order or other process of law. Lessee hereby waives any and all damages occasioned by such taking of possession. Any said taking of possession shall not constitute a termination of this lease as to any or all items of equipment unless Lessor expressly so notifies Lessee in writing.

(b) To terminate this lease as to any or all items of equipment.

(c) To pursue any other remedy at law or in equity. Notwithstanding any said repossession, or any other action which Lessor may take, Lessee shall be and remain liable for the full performance of all obligations on the part of Lessee to be performed under this lease. All such remedies are cumulative, and may be exercised concurrently or separately.

15. *Lessor's Expenses*. Lessee shall pay Lessor all costs and expenses, including attorneys' fees, incurred by Lessor in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions, or provisions hereof.

16. *Assignment*. Without the prior written consent of Lessor, Lessee shall not (a) assign, transfer, pledge or hypothecate this lease, the equipment or any part thereof, or any interest therein or (b) sublet or lend the equipment or any part thereof, or permit the equipment or any part thereof to be used by anyone other than Lessee or Lessee's employees. Consent to any of the foregoing prohibited acts applies only in the given instance; and is not a consent to any subsequent like act by Lessee or any other person.

Subject always to the foregoing, this lease inures to the benefit of, and is binding upon the successors and assigns of the parties hereto.

17. *Ownership*. The equipment is, and shall at all times be and remain, the sole and exclusive property of Lessor; and the Lessee shall have no right, title or interest therein or thereto except as expressly set forth in this lease.

18. *Personal Property*. The equipment is, and shall at all times be and remain, personal property notwithstanding that the equipment or any part thereof may now be, or hereafter become, in any manner affixed or attached to, or imbedded in, or permanently resting upon, real property or any building thereof, or attached to what is permanent as by means of cement, plaster, nails, bolts, screws or otherwise.

19. *Non waiver*. No covenant or condition of this lease can be waived except by the written consent of Lessor. Forbearance or indulgence by Lessor in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by Lessee to which the same may apply, and, until complete performance by Lessee of said covenant or condition, Lessor shall be entitled to invoke any remedy available to Lessor under this Lease or by law or in equity despite said forbearance or indulgence.

20. *Entire Agreement*. This instrument constitutes the entire agreement between Lessor and Lessee; and it shall not be amended, altered or

changed except by a written agreement signed by the parties hereto.

21. *Notices.* Service of all notices under this agreement shall be sufficient if given personally or mailed to the party involved at its respective address hereinbefore set forth, or at such address as such party may provide in writing from time to time. Any such notice mailed to such address shall be effective when deposited in the United States mail, duly addressed and with postage prepaid.

22. *Gender; Number.* Whenever the context of this lease requires, the masculine gender includes the feminine or neuter, and the singular number includes the plural; and whenever the word "Lessor" is used herein, it shall include all assignees of Lessor. If there is more than one Lessee named in this lease, the liability of each shall be joint and several.

23. *Titles.* The titles to the paragraphs of this lease are solely for the convenience of the parties, and are not an aid in the interpretation of the instrument.

24. *Time.* Time is of the essence of this lease and each and all of its provisions.

In Witness Whereof the parties hereto have executed these presents the day and year first above written.

[Signature forms omitted]

SECTION 2. This ordinance shall be in full force and effect from and after the date of its passage.

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## City Comptroller Authorized to Execute Lease for Space at No. 2800 N. Milwaukee Avenue for Board of Health (Mental Health Center).

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from Downs, Mohl & Company agents for Evanston Trust & Savings Bank as Trustee's Trust No. 1229 for approximately 5,000 square feet of floor area on fourth floor in No. 2800 N. Milwaukee Avenue Building for Mental Health Center Northwest Community by Chicago Board of Health such lease to be approved by the Commissioner of the Board of Health and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on page 7766 of this Journal]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling —45.

*Nays*—None.

## City Comptroller Authorized to Execute Lease for Space at No. 3030 E. 92nd Street for Board of Health (Mental Health Clinic).

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from The Steel City National Bank of Chicago, for Rooms 1, 2, 3, and 4 on the second floor of The Steel City National Bank, No. 3030 E. 92nd Street, approximately 550 square feet, for a Mental Health Clinic, of the Chicago Board of Health, such lease to be approved by the Commissioner of the Chicago Board of Health, and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on page 7767 of this Journal]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling —45.

*Nays*—None.

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## Amendment Authorized to Agreement with Skyline Vue, Inc. for Operation of Coin Operated Telescopes at Chicago's Airports.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Aviation and the City Comptroller, subject to approval as to form and legality of the Corporation Counsel, are authorized to execute in behalf of the City of Chicago, an amendment to agreement with Skyline Vue, Inc., at Chicago-O'Hare International Airport, Chicago Midway Airport and Merrill C. Meigs Field, as passed by the City Council, July 11, 1968 (C.J.P. pp. 3290-91), said amendment to be in the following form:

This Agreement made and entered into, this........ ........................ day of ..........................., A.D., 19........ by and between the City of Chicago, a municipal corporation of the State of Illinois, hereinafter referred to as "Landlord" and Skyline Vue, Inc., hereinafter referred to as "Tenant".

(Continued on page 7768)

This Agreement, Made this .................... day of ....................

A. D. 19 , between Downs, Mohl & Company agents for Evanston Trust & Savings Bank as Trustee's Trust #1229 , as Lessor and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

**Witnesseth:** That the Lessor do hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: Approximately 5,000 square feet of floor area 4th floor in 2800 N. Milwaukee Avenue Building for Mental Health Center Northwest Community by Chicago Board of Health.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of December A. D. 1969, or date of occupation and ending on the 30th day of November A. D. 19 72. Lessee has the right to terminate this lease on 30 day prior notice

, ~~and the right to renew this lease for a further period of~~

~~o[illegible] and rental by giving to the Lessor [illegible] in writing [illegible] days [illegible] notice of [illegible]~~

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at 73 West Monroe St., Chicago, Ill. or at such other place as the Lessor from time to time in writing may appoint.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of One Thousand Four Hundred and Fifty 00/100-----------------------------($ 1,450.00 ) Dollars per month, payable in advance on the first day of each calendar month at the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessors own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

Lessor will furnish $1,000 to be used for decorating at Tenant's discretion. During term of lease the Lessor will provide heat, hot water and window washing 4 times year on exterior, Janitor services 6 days a week, includes emptying waste baskets, sweep daily and mop floors twice a week. Lessor will remove plywood wall and repair all defective floor tile and install separate electric and water meter, as requested by tenant. Lessee will pay electricity for occupied space.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor , and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor , excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

**In Witness Whereof,** this lease is signed by or on behalf of the parties hereto the day and year first above written.

[Signature forms omitted]

**This Agreement,** Made this.................... day of....................

A. D. 19 70, between The Steel City National Bank of Chicago

...................................................., as Lessor

and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

**Witnesseth:** That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: Rooms 1, 2, 3, and 4 on the second floor of The Steel City National Bank, 3030 E. 92nd Street, approximately 550 square feet, for a Mental Health Clinic of the Chicago Board of Health.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of February A. D. 1970/or date of occupation, and ending on the 31st day of August A. D. 19 70. Lessee has the right to terminate this lease upon (60) sixty days prior written notice.

....................................................and the right to renew this lease for a further period of (3) three years

on the same terms and rental, by giving to the Lessor , in either case 60 days' written notice of its election so to do. Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at 3030 E. 92nd Street, Chicago, Illinois (17) or at such other place as the Lessor from time to time in writing may appoint.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of Two Hundred Forty and no/100------------------------($ 240.00) Dollars per month, payable in advance on the first day of each calendar month at the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at their own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

Lessor will furnish heat, hot water, janitor service and general maintenance. Lessor will also at its own expense remove existing counter, install plaster partitions for three (3) offices, completely paint new and existing ceiling and walls, install new wooden door and frame casing, provide switches, light fixtures, and six double receptacles, in addition (3) three window air-conditioning units will be provided at Lessor's expense. Lessee will pay its own electricity.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor , and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor , excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

**In Witness Whereof,** this lease is signed by or on behalf of the parties hereto the day and year first above written.

[Signature forms omitted]

(Continued from page 7765)

Witnesseth:

Whereas, Landlord and Tenant have heretofore entered into an agreement under date of July 11, 1968, authorized by City Council July 11, 1968 (C.J.P. pp. 3290-3291), hereinafter referred to as "said agreement", in and by which Landlord, among other provisions granted to Tenant, certain privileges or premises to be occupied and used for the purposes therein stated, located at Chicago-O'Hare, Chicago Midway, and Merrill C. Meigs Field in the City of Chicago, Counties of Cook and DuPage, and State of Illinois;

Now, Therefore, Landlord, in consideration of the provisions and conditions set forth in said agreement, does hereby amend said agreement, and Tenant hereby accepts said privileges or premises therein set forth and upon the terms, conditions and provisions set forth and stated therein (to which reference is hereby made, and which the parties agree will be incorporated, and shall be considered to be incorporated therein, by this reference thereto) except in so far and only in so far as said privileges, premises, terms, conditions and provisions are modified, changed, or amended by the further provisions of this agreement.

It is hereby further agreed that the sole modifications of, changes in, and amendments to, said agreement, which are hereby made therein, and which shall be applicable to all renewals and extensions as may be made and provided for therein as follows:

1. Article XVI appearing on Page 12, General Conditions of said agreement, reading as follows:

> "Tenant agrees that in performing under this agreement it shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, age, or national origin, nor otherwise commit an unfair employment practice. Tenant further agrees that this article will be incorporated by Tenant in all contracts entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this agreement. Attention is called to Executive Order 11246 issued September 24, 1965, 3 CFR p. 567, 1966; The Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241 et Sub.; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 1967, CH. 38, Secs. 13-1 to 13-4 inclusive; July 8, 1933, Ill. Rev. Stat. 1967, CH. 29, Secs. 17 to 24 inclusive; July 21, 1961, Ill. Rev. Stat. 1967, CH. 48, Secs. 851 to 866 inclusive, and July 26, 1967, Ill. Rev. Stat. 1967, CH. 48, Secs. 881 to 887 inclusive, and an ordinance passed by the City Council of the City of Chicago, August 21, 1945, page 3877 of the Journal of Proceedings.
>
> To demonstrate compliance the Tenant and his contractors and subcontractors will furnish such reports and information as requested by the Chicago Commission on Human Relations."

shall be and the same is hereby modified, changed, and amended to read as follows:

> Tenant agrees that in performing under this agreement it shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, age, or national origin, nor otherwise commit an unfair employment practice. Tenant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Tenant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause. Tenant further agrees that this article will be incorporated by Tenant in all contracts entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this agreement.
>
> Attention is called to Executive Order 11246 issued September 24, 1965, 3 CFR p. 567, 1966; The Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241 et sub.; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 1967, CH. 38, Secs. 13-1 to 13-4 inclusive; July 8, 1933, Ill. Rev. Stat. 1967, CH. 29, Secs. 17 to 24 inclusive; July 21, 1961, Ill. Rev. Stat. 1967, CH. 48, Secs. 851 to 866 inclusive, and July 26, 1967, Ill. Rev. Stat. 1967, CH. 48, Secs. 881 to 887 inclusive; to an ordinance passed by the City Council of the City of Chicago, August 21, 1945, page 3877 of the Journal of the Proceedings, and to the provisions of 41 CFR Chapter 60.
>
> To demonstrate compliance the Tenant and his contractors and subcontractors will furnish such reports and information as requested by the Chicago Commission on Human Relations.

2. Section 3 appearing on Page 1, Part II—Special Conditions of said agreement reading as follows:

> "3. *Term*
>
> The term of this Agreement shall begin on the 11th day of July 1968, the date of approval of authorizing ordinance by the City Council, and terminate on the 31st day of December, 1969. It it understood and agreed that notwithstanding the above term, either party may cancel and terminate this Agreement at any time upon notice to the other party in writing of its election so to do."

shall be and the same is hereby modified, changed, and amended to read as follows:

> 3. *Term*
>
> The term of this agreement shall be for a period commencing January 1, 1970, and terminating December 31, 1971. It is understood and agreed that notwithstanding the above term, either party may cancel and terminate this agreement at any time upon notice to the other party in writing of its election so to do.

It is, therefore, agreed that except solely as hereinabove modified, changed and amended, the privileges, premises, terms, conditions and provisions of said agreement shall apply to, and shall govern, this amendment of said agreement and any and all further renewals or extensions thereof for any subsequent period which may be affected or made under and in accordance therewith.

This agreement was authorized by the City Council of the City of Chicago on the ........................ day of ........................................, 19........ (C.J.P. p...........).

In Witness Whereof, the parties hereto have caused this instrument to be executed under their respective seals on the day and year first above written.

[Signature forms omitted]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

**On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:**

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling —45.

*Nays*—None.

## Amendment to Agreement with Tel-O-Tronics, Inc. for Coin Operated Information Post Listening Devices at Chicago's Airports.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Aviation and the City Comptroller, subject to approval as to form and legality of the Corporation Counsel, are authorized to execute in behalf of the City of Chicago, an amendment to agreement with Tel-O-Tronics Industries, Inc. at Chicago-O'Hare International Airport, Chicago Midway Airport and Merrill C. Meigs Field, as passed by the City Council, July 11, 1968 (C.J.P. pp. 3314-15), said amendment to be in the following form:

This Agreement made and entered into, this ...... ...................... day of .........................., A.D., 19....... by and between the City of Chicago, a municipal corporation of the State of Illinois, hereinafter referred to as "Landlord" and Tel-O-Tronic Industries, Inc., hereinafter referred to as "Tenant".

Witnesseth:

Whereas, Landlord and Tenant have heretofore entered into an agreement under date of July 11, 1968, authorized by City Council July 11, 1968 (C.J.P. pp. 3314-15), hereinafter referred to as "said agreement", in and by which Landlord, among other provisions granted to Tenant, certain privileges or premises to be occupied and used for the purposes therein stated, located at Chicago-O'Hare International Airport, Chicago Midway Airport and Merrill C. Meigs Field, in the City of Chicago, Counties of Cook and DuPage, and State of Illinois;

Now, Therefore, Landlord, in consideration of the provisions and conditions set forth in said agreement, does hereby amend said agreement, and Tenant hereby accepts said privileges or premises therein set forth and upon the terms, conditions and provisions set forth and stated therein (to which reference is hereby made, and which the parties agree will be incorporated, and shall be considered to be incorporated herein, by this reference thereto) except insofar and only insofar as said privileges, premises, terms, conditions and provisions are modified, changed, or amended by the further provisions of this agreement.

It is hereby further agreed that the sole modifications of, changes in, and amendments to, said agreement, which are hereby made therein, and which shall be applicable to all renewals and extensions as may be made and provided for therein, are as follows:

1. Article XVI appearing on Page 12, General Conditions of said agreement, reading as follows:

"Tenant agrees that in performing under this agreement it shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, age, or national origin, nor otherwise commit an unfair employment practice. Tenant further agrees that this article will be incorporated by Tenant in all contracts entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this agreement. Attention is called to Executive Order 11246 issued September 24, 1965, 3 CFR p. 567, 1966; The Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241 et. sub.; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 1967, CH. 38, Secs. 13-1 to 13-4 inclusive; July 8, 1933, Ill. Rev. Stat. 1967, CH. 29, Secs. 17 to 24 inclusive; July 21, 1961, Ill. Rev. Stat. 1967, CH. 48, Secs. 851 to 866 inclusive, and July 26, 1967, Ill. Rev. Stat. 1967, CH. 48, Secs. 881 to 887 inclusive, and an ordinance passed by the City Council of the City of Chicago, August 21, 1945, page 3877 of the Journal of the Proceedings.

To demonstrate compliance the Tenant and his contractors and subcontractors will furnish such reports and information as requested by the Chicago Commission on Human Relations."

shall be and the same is hereby modified, changed, and amended to read as follows:

Tenant agrees that in performing under this agreement it shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, age, or national origin, nor otherwise commit an unfair employment practice. Tenant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color or national origin. Such action shall include, but not to be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Tenant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause. Tenant further agrees that this article will be incorporated by Tenant in all contracts entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this agreement.

Attention is called to Executive Order 11246 issued September 24, 1965, 3 CFR p. 567, 1966;

The Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241 et sub.; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 1967, CH. 38, Secs. 13-1 to 13-4 inclusive; July 8, 1933, Ill. Rev. Stat. 1967, CH. 29, Secs. 17 to 24 inclusive; July 21, 1961, Ill. Rev. Stat. 1967, CH. 48, Secs. 851 to 866 inclusive, and July 26, 1967, Ill. Rev. Stat. 1967, CH. 48, Secs. 881 to 887 inclusive; to an ordinance passed by the City Council of the City of Chicago, August 21, 1945, page 3877 of the Journal of the Proceedings, and to the provisions of 41 CFR Chapter 60.

To demonstrate compliance the Tenant and his contractors and subcontractors will furnish such reports and information as requested by the Chicago Commission on Human Relations.

2. Section 3 appearing on Page 1, Part II—Special Conditions of said agreement reading as follows:

"3. *Term*

The term of this Agreement shall begin on the 11th day of July, 1968, the date of approval of authorizing ordinance by the City Council, and terminate on the 31st day of December, 1969. It is understood and agreed that notwithstanding the above term, either party may cancel and terminate this Agreement at any time upon notice to the other party in writing of its election so to do."

shall be and the same is hereby modified, changed, and amended to read as follows:

3. *Term*

The term of this agreement shall be for a period commencing January 1, 1970, and terminating December 31, 1971. It is understood and agreed that notwithstanding the above term, either party may cancel and terminate this agreement at any time upon notice to the other party in writing of its election so to do.

It is, therefore, agreed that except solely as hereinbove modified, changed and amended, the privileges, premises, terms, conditions and provisions of said agreement shall apply to, and shall govern, this amendment of said agreement and any and all further renewals or extensions thereof for any subsequent period which may be affected or made under and in accordance therewith.

This agreement was authorized by the City Council of the City of Chicago on the ........................ day of ............................., 19 ........ (C.J.P. p. ..................).

In Witness Whereof, the parties hereto have caused this instrument to be executed under their respective seals on the day and year first above written.

[Signature forms omitted]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling —45.

*Nays*—None.

## Execution of Lease Agreement Authorized with Promotions, Inc. for Public Show at Navy Pier.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, to authorize the execution of a lease agreement with Promotions, Inc. for a public show featuring custom and vintage automobiles and accessories.

On motion of Alderman Keane the said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling —45.

*Nays*—None.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Port Director and the City Comptroller, subject to approval as to form and legality of the Corporation Counsel are authorized to execute in behalf of the City of Chicago an agreement with Promotions, Inc., No. 19717 East Nine Mile Road, St. Clair Shores, Michigan, said agreement to be in the following form:

This Agreement made this 12th day of November, A.D. 1969, between the City of Chicago, a municipal corporation of the State of Illinois, hereinafter called "Landlord" and Promotions, Inc., a corporation organized and existing by virtue of the laws of the State of Michigan, hereinafter called "Tenant".

WITNESSETH:

That Landlord, for and in consideration of the terms and conditions, both general and special, hereinafter contained and made on the part of Tenant, does hereby grant to Tenant for use only by Tenant, the privileges hereinafter described on premises at Navy Pier, Foot of Grand Avenue, Chicago, Illinois 60611, hereinafter called "Pier", a plat of said Pier being attached hereto.

This Agreement shall consist of three parts:

Part I—General Conditions
Part II—Special Conditions numbered 1 to 6
Part III—Exhibits and Attachments lettered A

All constituting the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences, shall be implied or impressed upon such agreement that are not set forth herein at length.

[Part I—General Conditions attached to this ordinance is common to "Part I—General Conditions" printed on pages 5491-5494 of the Journal of the Proceedings of May 14, 1969]

PART II—SPECIAL CONDITIONS

1. *Premises*

Landlord leases to Tenant the following areas of Navy Pier, Chicago, Illinois 60611, and areas known as "lean-to-areas" that may be available for storage purposes (without additional cost) that are immediately adjacent and adjoining the leased area, all as appears on the attached Exhibit:

149,160 sq. ft. North Hall
None sq. ft. South Hall
None sq. ft. West Hall
149,160 sq. ft. Total—Gross

2. *Purpose*

Tenant shall use the demised premises for the purpose of Staging Public Show Featuring Custom and Vintage Automobiles and Accessories and for no other purpose whatsoever.

3. *Term*

The term of this Agreement shall begin on the 10th day of February, 1970, at 12:01 A.M. and shall terminate on the 16th day of February, 1970, at 12:00 midnight.

4. *Rental*

Tenant shall pay Landlord as rent for the demised premises at the rate of .10¢ per square foot for the entire period of occupancy the total sum of Fourteen Thousand Nine Hundred Sixteen and No/100 Dollars ($14,916.00), payable as follows:

A. $1000.00 upon the execution of this Agreement by tenant, and

B. the balance on or before the 30th day prior to the first day of the term hereof,

said rental payments to be made by certified check at the office of the Port Director, Navy Pier, Chicago, Illinois 60611.

5. *Operations*

A. Tenant shall deposit with the Director on or before the 30th day prior to the first day of the term hereof a certified check in the sum of $2500.00 as a deposit on account of utilities and services furnished by Landlord and to be paid by Tenant.

B. No alcoholic beverages of any kind shall be sold, given away or used in the demised premises.

C. Unless consent in writing from the Director is first received, Tenant shall not operate or put up any engine, motor or machinery on the demised premises or use oils, burning fluids, camphene, kerosene, naptha or gasoline for either mechanical or other purposes, or any other agent other than electricity for illuminating the demised premises.

D. No portion of the sidewalks, entries, passageways, vestibules, halls or stairways, or access to public utilities of said building shall be obstructed by Tenant or used for any other purpose other than for ingress and egress from the demised premises. The doors, skylights, stairways or openings that reflect or admit light into any place in the building, including hallways, corridors and passageways, radiators and house lighting appurtenances shall not be covered or obstructed by Tenant. The water closets or other water apparatus shall not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, papers or other substances shall be thrown therein. Tenant will permit no chair or movable seat to be or remain in the passageways and will keep said passageways clear at all times.

E. If said premises or any portion of said building thereof including any and all utilities shall be damaged by the act, default or negligence of the Tenant, or of Tenant's agents, employees, patrons, guests, or any person admitted to said premises by tenant, Tenant shall pay to Landlord upon demand such sum as shall be necessary to restore said premises to their present condition. Tenant hereby assumes full responsibility for the acts and conduct of all persons admitted to said premises or any portion of said building by the consent of the Tenant or by or with the consent of any person acting for or in behalf of said Tenant, and said Tenant agrees to have on hand at all times, at its own expense, such security force as is deemed necessary by the Director to maintain order and to protect persons and property.

F. It shall be the sole responsibility and authority of the Fire Commissioner of the City of Chicago in determining the total number of persons to be admitted at any and all times to Navy Pier, or any part or section thereof, and his decision, or that of his authorized representative shall be final.

G. Landlord shall have the exclusive right to collect and have custody of articles left in the building by persons attending any performance, exhibition or entertainment given or held in the demised premises, and Tenant, or any persons in Tenant's employ, shall not collect nor interfere with the collection or custody of such articles.

H. Landlord reserves the right to eject any objectionable person or persons from said building, and upon the exercise of this right by the Director, his representatives, agents or policemen, the Tenant hereby waives any right and all claims for damages against the City of Chicago and its employees and agents.

I. Designated staff members of the City of Chicago may enter the building and all of the demised premises at any time and on any occasion.

J. Tenant shall not transmit a description of any portion of its operation by means of radio broadcasting or television without first having received written permission from the Director.

K. Landlord reserves the exclusive right to enter into contracts with concessionaires for the operation of any and all concessions in or about the building known as Navy Pier, and further reserves the right to place and locate these concessionaires wherever Landlord deems necessary, be they in the premises herein demised or elsewhere in and about the said building. Tenant is expressly forbidden from entering into its own concession agreements for any product or service, and herewith agrees that it shall make available to the Landlord's concessionaires whatever space is deemed necessary by the Director for purposes of ingress, egress and servicing said concessions.

L. No performance, exhibition or entertainment shall be given or held on the demised premises which shall be objected to by Landlord.

M. Tenant shall provide at its own expense all porters and matrons for toilet areas to keep same in an exceptionally clean and sanitary condition and shall also provide at its own expense all ticket sellers, ticket takers, ushers, crowd directors and any security service required on the direction of the Director.

N. Any and all matters not herein expressly provided for shall be at the discretion of the Director.

6. *Exhibitions or Amusements with an Admission Charge*

If tenant operates, or shall contract to be operated, any type of show, spectacle, amusement or exhibition within the area leased herein, and an admission charge is made for same either directly or indirectly:

A. Tenant shall pay to Landlord the sum of Twelve and one-half (12½%) per cent of the gross receipts therefrom as alternative rental for the demised premises, in the event said percentage exceeds the rental set forth in paragraph four (4) hereof.

B. Tenant shall pay to the City of Chicago, as set forth in the Municipal Code of the City of Chicago, three (3%) per cent of the established base ticket-window price of admission as the Municipal Amusement Tax. Such percentage shall also apply to advance sale tickets or book or block sale of tickets either at a reduced or "marked-up" price, and shall also apply to any "package" type of ticket that may be sold or given away by Tenant or agents of Tenant, this pertaining in particular to "tie-in" sale or space to exhibitors or other persons or parties of any nature whatsoever, either paid for or given away by Tenant or other persons.

C. All tickets of admission shall be in a form satisfactory to and shall contain only such words and figures approved by the Director, and shall contain only such words and figures approved by the following statement: "The City of Chicago, as Landlord, does not assume responsibility for the performance for which this ticket is issued." Tickets shall be prepared by a responsible printer, at the sole expense of Tenant, who shall furnish to the Director, no later than five (5) days prior to the event, a verified statement of the number of tickets, including complimentary tickets, printed and delivered to Tenant for use at the event and of the price to be charged for each ticket. If, and as soon as, any other tickets are printed or used, Tenant shall furnish a similar verified statement with respect thereto. A facsimile of each type and kind of ticket to be issued by Tenant shall be submitted to the Director for his approval no later than 30 days prior to the time any ticket is offered for sale or distribution by Tenant.

D. At the close of each day's performance or show, or at the end of each day, the Director or his representative shall be present to certify the official box-office or ticket treasurer's daily report and shall be furnished at least three (3) copies of the box-office ticket report form duly certified by an accredited representative of Tenant and the box-office treasurer. On this form, or on an attached form, shall be shown the number of other persons entering the premises on either complimentary, executive, staff, employee, service, performer or exhibitor type admissions; however, reasonable allowance shall be made for visiting dignitaries or special admissions such as messengers, guards, etc., or musical or parade organizations, or members of the Armed Forces of the United States or other countries.

E. The Director shall approve of the number and form of complimentary, press, etc., or other free tickets that may be distributed, and Landlord shall be entitled to such a number of such complimentary tickets as may be deemed necessary by the Director, such number not to exceed fifteen (15%) percent of the number of free or complimentary tickets printed or made up by the Tenant or his agents. No exhibitor or Tenant shall issue any tickets for admission purposes except with prior written approval of the Director.

F. All forms and types of credentials, identification cards, or badges, ribbons or buttons that may be used to gain entrance to the show, amusement, exhibition or fair, either by executives, staff members of either the Tenant or his agents, exhibitors, operators of amusement enterprises, performers or any other person, or members of the press, radio, television, or official photographers, shall be approved by the Director.

G. Self-counting turnstiles shall be installed at the entrance and all persons permitted to gain entrance shall pass through such turnstile. Such turnstile count shall be immediately available to a responsible executive or officer or other duly authorized person of the Chicago Fire Department, Building Department or Director's staff for purposes of determining the number of persons then on the premises for reasons of safety or security.

H. Tenant agrees that no performance, exhibition or entertainment shall be given or held on Navy Pier which are illegal, indecent, obscene, lewd, immoral or in any matter publicly offensive, and the Director has the right to demand of Tenant that he immediately delete such portions of the production as are subject to such criticism, or to rewrite or have changed the said attraction so that it will not be publicly offensive and the Tenant agrees immediately upon receipt by it of such notice to make the required changes and deletions.

I. Any sums due Landlord from Tenant for use of premises or any accommodations, services or materials shall be a first lien on the box office receipts of said Tenant.

In Witness Whereof, the parties hereto have caused this instrument to be signed in triplicate under their respective seals on the day and year first above written.

[Signature forms and Exhibit omitted]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

## City Comptroller Authorized to Accept Compromise Offers in Settlement of Certain Warrants for Collection.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

*Ordered,* That the City Comptroller is authorized, in accordance with his request dated January 8, 1970, and the attached recommendations of the Corporation Counsel to accept compromise offers in settlement of various warrants for collection:

| *Year* | *Warrant Number* | *Amount* | *Compromise Offer* |
|---|---|---|---|
| 1968 | D-98713 | $ 512.50 | $ 380.00 |
| 1969 | D-99041 | 586.34 | 293.17 |
| 1969 | D-99101 | 375.71 | 281.79 |
| 1969 | D-99111 | 249.43 | 188.06 |
| 1969 | D-99154 | 247.73 | 185.80 |
| 1969 | D-99072-A | 302.22 | 226.00 |
| 1969 | E-25 | 5,121.01 | 4,200.00 |
| 1969 | F-2278 | 92.76 | 69.57 |
| 1969 | F-3145 | 214.50 | 160.88 |
| 1965 | F-4117 | 215.80 | 161.85 |
| 1969 | F-4162 | 139.40 | 104.25 |
| 1968 | F-4480-B | 139.27 | 104.45 |
| 1969 | F-4495-A | 187.51 | 93.75 |
| 1969 | G-17 | 623.55 | 465.00 |
| 1969 | G-177 | 1,040.64 | 800.49 |
| 1965 | G-201 | 483.31 | 241.65 |
| 1969 | H-175 | 309.83 | 238.33 |
| 1969 | H-216 | 236.90 | 175.00 |
| 1969 | H-221 | 239.72 | 184.40 |
| 1969 | H-179 | 258.41 | 193.81 |
| 1969 | N-4510 | 168.84 | 122.00 |
| 1965 | N-404 | 703.17 | 254.38 |
| 1965 | N-408 | 587.69 | 212.81 |

| Year | Warrant Number | Amount | Compromise Offer |
|---|---|---|---|
| 1969 | N-448 | $ 91.85 | $ 34.21 |
| 1966 | G-157 | 270.14 | 98.50 |
| 1969 | D-99051 | 213.36 | 160.02. |

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling —45.

*Nays*—None.

### City Comptroller Authorized to Cancel Certain Uncollectible Warrants for Collection.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

*Ordered,* That the City Comptroller is authorized in accordance with his request dated January 9, 1970, to cancel the uncollectible warrants for collection in the amount of $2,864.60, as listed in his communication.

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling —45.

*Nays*—None.

### Authority Granted for Issuance of Certificates of Cancellation in Settlement of City's Special-Assessment Claims against Chicago Polish Home Assn.

The Committee on Finance submitted a report recommending that the City Council pass two proposed ordinances transmitted therewith, to authorize settlement of City's special assessment claims against Chicago Polish Home Assn. located at No. 11951 S. Michigan Avenue.

On separate motions made by Alderman Keane *each* of the said proposed ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling —45.

*Nays*—None.

The following are said ordinances as passed:

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $131.40, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Chicago Polish Home Assn., to compromise the City's claim for the sum of $155.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City Collector on delivery to him of $155.00, hereby is authorized and directed to deliver to said Chicago Polish Home Assn. a proper receipt in full payment of special assessment liens against premises described as:

Lots Seventy-four (74) and Seventy-five (75) in Roseland Square, being a Sub. of Block Eight (8) in First Addition to Kensington, a Sub., in Sections 22, 27 and 28, Township 37 North, Range 14 East of the Third Principal Meridian;

for the nonpayment of the Third Installment of Special Assessment Warrant No. 51977.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $262.80, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Chicago Polish Home Assn., to compromise the City's claim for the sum of $310.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $310.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Chicago Polish Home Assn., certificates of cancellation of special assessment liens against:

Lots Seventy-four (74) and Seventy-five (75) in Roseland Square, being a Sub. of Block Eight (8) in First Addition to Kensington, a Sub. in Sections 22, 27 and 28, Township 37 North, Range 14 East of the Third Principal Meridian;

for the nonpayment of the Fourth and Fifth Installments of Special Assessment Warrant No. 51977.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### City Comptroller Authorized and Directed to Cancel Warrants for Collection Issued against Certain Charitable, Educational and Religious Institutions.

The Committee on Finance to which had been referred (January 5, 1970) three proposed orders for cancellations of certain warrants for collection issued against specified charitable, educational and religious institutions, submitted reports recommending that the City Council pass the following substitute proposed order:

*Ordered,* That the City Comptroller is hereby authorized and directed to cancel specified warrants for collection issued against certain charitable, educational and religious institutions, as follows:

| *Name and Address* | *Warrant No. and Type of Inspection* | *Amount* |
|---|---|---|
| Municipal Tuberculosis Sanitarium, No. 5601 N. Pulaski Road. | D1-36121 (Sign) | $13.35 |
| Schwab Rehabilitation Hospital (Resthaven), No. 1401 S. California Blvd. | C2-54628 (Refrig.) | 60.00 |
| Society of the Little Flower, No. 11343 S. Michigan Av. | D1-30056 (Sign) | 40.00 |

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—45.

*Nays*—None.

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## Authority Granted for Issuance of License Fee Exemptions and Refund of Fees for Certain Charitable, Educational and Religious Institutions.

The Committee on Finance to which had been referred (October 29, 1969 and January 5, 1970) sundry proposed ordinances and a proposed order transmitted therewith to authorize issuance of license fee exemptions and refund of fees for certain charitable, educational and religious institutions, submitted reports recommending that the City Council pass said proposed ordinances and proposed order.

On separate motions made by Alderman Keane *each* of the said proposed ordinances and the proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—45.

*Nays*—None.

Said ordinances and order as passed read respectively as follows (the Italic heading in each case not being a part of the ordinance):

### LICENSE FEE EXEMPTIONS

### *Drexel Home, Inc.*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. Pursuant to Section 130-15 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Drexel Home, Inc., No. 6140 S. Drexel Avenue, is hereby exempted from payment of the annual food dispenser license fee provided therefor, for the year 1970.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

### *Chicago Holland Home for the Aged*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. Pursuant to Section 136-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Chicago Holland Home for the Aged Nos. 238-248 W. 107th Place, is hereby exempted from payment of the annual license fee provided in Section 136-4, for the year 1970.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Holy Cross Hospital*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1970; Holy Cross Hospital, No. 2701 W. 68th Street.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

### REFUND OF FEES

*Ordered,* That the City Comptroller is hereby authorized and directed to refund fees in the total amount of $464.20 paid by The Catholic Bishop of Chicago (St. Henry Church) for Building Permit No. B-413913 issued in conjunction with construction of a one and two-story social center and residence on the premises at No. 6325 N. Hoyne Avenue.

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## Authority Granted for Acquisition of Parcels No. 5, 6, 28 and 29 Needed for Widening and Channelization of W. 103rd St. between S. Claremont Av. and S. Pulaski Road.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

*Ordered,* That the Corporation Counsel, in accordance with his recommendation of December 15, 1969, is hereby authorized to acquire the following-described property needed for the 103rd Street Widening, to wit:

*Parcel 5*

That part of Lot 34 in Block 1 of Arthur Dunas Beverly Hills Manor Subdivision of part of the Northeast quarter (N.E.¼) of Section 13, Township 37 North, Range 13 East of the Third Principal Meridian lying Northerly of a straight line drawn from a point on the East line of said

Lot, 7.76 feet south of the Northeast corner thereof to a point on the West line of said Lot, 7.29 feet south of the Northwest corner thereof, in Cook County, Illinois.

*Parcel 6*

That part of Lots 35 and 36 in Block 1 of Arthur Dunas Beverly Hills Manor Subdivision of part of the Northeast quarter (N.E.¼) of Section 13, Township 37 North, Range 13 East of the Third Principal Meridian lying Northerly of a straight line drawn from a point on the East line of Lot 35, 7.29 feet South of the Northeast corner to a point on the West line of Lot 36, 6.34 feet South of the Northwest corner thereof, in Cook County, Illinois.

in the amount of five thousand five hundred and no/100 dollars ($5,500.00) and the City Comptroller and the City Treasurer are authorized and directed to issue vouchers and pay the amount when approved by the Corporation Counsel from appropriations made from the Motor Fuel Tax Fund; and

*Be It Further Ordered,* That the Corporation Counsel, in accordance with his recommendation of December 15, 1969, is hereby authorized to acquire the following-described property needed for the 103rd Street Widening, to wit:

*Parcel 28*

That part of Lots 1, 2, 3, and Lot 4 (except the West 8 feet thereof) in Wiegel and Kilgallen's 103rd Street and Pulaski resubdivision of Lot 120 in J. S. Hovland's resubdivision of J. S. Hovland's 103rd Street Subdivision of the West half and the North half of the East half of the Northwest quarter of Section 14, Township 37 North, Range 13 East of the Third Principal Meridian, described as follows:

Beginning at the Northeast corner of said Lot 1; thence south along the east line of said lot a distance of 9.47 feet; thence Northwesterly in a straight line running across said lots 1 to 4 to a point on the east line of the West 8 feet of Lot 4; said point being 14.2 feet south of the North line of said lot 4; thence north along the east line of west 8 feet of lot 4 to the north line of said lot 4, thence east along the north line of said lots 4, 3, 2, and 1 to the point of beginning, in Cook County, Illinois;

in the amount of fourteen thousand seven hundred and no/100 dollars ($14,700.00) and the City Comptroller and the City Treasurer are authorized and directed to issue vouchers and pay the amount when approved by the Corporation Counsel from appropriations made from the Motor Fuel Tax Fund; and

*Be It Further Ordered,* That the Corporation Counsel, in accordance with his recommendation of December 15, 1969, is hereby authorized to acquire the following-described property needed for the 103rd Street Widening, to wit:

*Parcel 29*

*Fee Interest*

The West 8 feet of Lot 4 and all of Lots 5, 6, 7, 8, 9 and 10, in Wiegel and Kilgallen's 103rd and Pulaski resubdivision of lot 120 in J. S. Hovland's resubdivision of J. S. Hovland's 103rd Street subdivision of the West half and the North quarter of the East half of the Northwest quarter of Section 14, Township 37 North, Range 13 East of the Third Principal Meridian, described as follows:

Beginning at the Northwest corner of Lot 10, thence East along the North lines of said Lots 10, 9, 8, 7, 6, 5 and 4 to the East line of the West 8 feet of said Lot 4; thence South along the East line of the West 8 feet of said Lot 4, a distance of 14.2 feet; thence Southwesterly in a straight line running across said Lots 4, 5, 6 and 7 to a point on a line 17 feet South of and parallel with the North line of said Lots 7 to 10, said point being 107 feet East of the West line of aforesaid Lot 10; thence West along said parallel line to a point 8.74 feet East of the West line of said Lot 10, as measured perpendicularly to said West line; thence Southwesterly in a straight line to a point on the West line of said Lot 10, 26.5 feet South of the Northwest corner thereof; thence North along the West line of said Lot 10, a distance of 26.5 feet to the point of beginning, in Cook County, Illinois.

*Temporary Construction Easement*

That part of Lots 7, 8 and 9 taken as a tract the South 20.0 feet of the North 37.0 feet of the East 50.0 feet of the West 56.0 feet in Wiegel & Kilgallen's 103rd & Pulaski Resub. of Lot 120, J. S. Hovland's Resub. of J. S. Hovland's 103rd St. Sub. of the W. ½ and the N. ½ of E. ½ of the N.W. ¼ of Section 14-37-13;

in the amount of forty thousand and no/100 dollars ($40,000.00) and the City Comptroller and the City Treasurer are authorized and directed to issue vouchers and pay the amount when approved by the Corporation Counsel from appropriations made from the Motor Fuel Tax Fund.

**On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:**

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling —45.

*Nays*—None.

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### Cleaning and Repair of Sewers and Appurtenances on Arterial Streets and State Highways Specifically Designated as M.F.T. Project and Expenditures Therefor Authorized.

**The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:**

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That authority is hereby given to clean sewers and appurtenances and make repairs on sewers and sewer appurtenances on Streets and State Highways in 1970, in the City of Chicago, by using concrete, brick, stone, clay pipe, concrete pipe, cast iron pipe, covers and grates, cement and mortar repair material or other standard sewer repair material, equipment and tools, and by use of sewer rods, augers, scrapers, winches, cables, chains, buckets, eductors, orange peel cleaners, flushing equipment and other standard sewer cleaning and repair equipment and tools as are required to bring the sewers and appurtenances into a good state of cleanliness and repair at a cost not to exceed three hundred thousand dollars ($300,000.-00), the cost of such sewer repair work to be paid out of that part of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago.

SECTION 2. That there is hereby allotted from that part of the Motor Fuel Tax Fund allotted to the City of Chicago, the sum of three hundred thousand dollars ($300,000.00), for cleaning and repair of sewers and sewer appurtenances on Streets and State Highways in the City of Chicago which shall be for work and materials and equipment, and for which estimates are to be filed with the Division of Highways of the Department of Public Works and Buildings of the State of Illinois during the year 1970.

SECTION 3. That the Commissioner of Water and Sewers, through the Bureau of Sewers, shall prepare the necessary estimates and specifications for such sewer cleaning and repair projects and shall do the work by day labor.

SECTION 4. That the City Clerk is hereby directed to transmit two certified copies of this ordinance to the Division of Highways of the Department of Public Works and Buildings of the State of Illinois, Springfield, Illinois, through the District Engineer of District No. 10 of the State Division of Highways.

SECTION 5. This ordinance shall take effect and be in force from and after its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling —45.

*Nays*—None.

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## Acceptance of Grant of Easement Authorized from Oak Park Trust and Savings Bank, as Trustee, for Existing Storm Sewer and Appurtenances and for Construction by City of Water Main, Etc. in Private Street.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, to authorize acceptance of a grant of easement from the Oak Park Trust and Savings Bank, as Trustee, for an existing storm sewer and appurtenances and for construction by City of water main and appurtenances in private street west of N. Neenah Avenue between N. Barry and W. Belmont Avenues.

On motion of Alderman Keane the said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling —45.

*Nays*—None.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Water and Sewers be and is hereby authorized to approve, the City Comptroller to accept and file for record, the City Clerk to attest and affix the City Seal, upon approval by the Corporation Counsel as to form and legality, the Grant of Easement from the Oak Park Trust and Savings Bank, as Trustee, giving the City of Chicago the right to construct, operate and maintain a water main and necessary appurtenances along and through a Private Street, all as described in the attached Grant of Easement which reads as follows:

### DECLARATION OF EASEMENTS AND AGREEMENTS RELATIVE THERETO AND AGREEMENT FOR MAINTENANCE OF PRIVATE ROAD AND WALK

Whereas, the Oak Park Trust and Savings Bank, an Illinois corporation, of Oak Park, Illinois, not personally, but as Trustee under a certain Trust Agreement dated April 21, 1969 and known as Trust No. 5911 is holder of the record title to the real estate described as:

> Lots 1 through and including 13 in Clarence E. Neubaum's Resubdivision of Lot 8 in Second Addition to Mont Clare Gardens, being a Subdivision of the East half of the Northeast Quarter (except that part taken for Railroad) of Section 30, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois;

hereinafter collectively referred to as the subject property; and

Whereas, apartment buildings will be constructed on separate portions of the subject property, hereinafter referred to as parcels of real estate; and

Whereas, Grantors predecessor in title did, by the said Plat of Resubdivision, which was recorded with the Recorder of Deeds of Cook County, Illinois as document no. 20821917 in book 789 of Plat, page 48 provide for a mutual and common easement for ingress and egress to and from the Westerly side of all of the property collectively referred to as the subject property; and

Whereas, the City of Chicago has required a grant of easement and agreement relative thereto for installation and maintenance of a storm sewer and appurtenances and a water main and appurtenances and for maintenance of the private road and walk and also that a corporation be liable for maintenance of the said road and walk.

Now, Therefore, in consideration of the premises and of One Dollar ($1.00) and other good and valuable considerations, the receipt and sufficiency of which is acknowledged, the said Oak Park Trust and Savings Bank, as Trustee, as aforesaid and not personally, for itself, its successors, assigns, transferees, and grantees does hereby:

1. Give and grant to the City of Chicago an easement in and to and the right, privilege and authority to construct, maintain, clean, repair, alter, use and operate a storm sewer and appurtenances and a water main and appurtenances and to otherwise maintain said storm sewer and appurtenances and water main and appurtenances with right of access thereto upon and under a strip of land described as follows:

The West Twenty-five feet (25′) of Lots 1 through and including 13 in Clarence E. Neubaum's Resubdivision of Lot 8 in Second Addition to Mont Clare Gardens, being a Subdivision of the East half of the Northeast Quarter (except that part taken for Railroad) of Section 30, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

2. Agree that said easement is being granted upon substantially the following terms:

A. That Grantors and its successors, assigns, transferees and grantees reserve the right to use that strip of land for any purpose not inconsistent with the right and privileges granted to the City including the right to construct a roadway and walk upon said easement, provided however that the City have the right to dig up said roadway and walk for the purpose of maintaining the said storm sewer and appurtenances and water main and appurtenances and not be responsible for the repair or repaving of said walk and road.

B. That Grantor and its successors, assigns, transferees and grantees reserve the right to make connections with said water main under regulations of the Department of Water and Sewers of the City of Chicago.

C. That Grantor and its successors, assigns, transferees and grantees may give to any public or other utility, rights to install and maintain equipment for utility services, where the same is not in conflict with rights granted to the City of Chicago, provided that such other utilities first obtain consent and approval of the construction and location of such utilities within the easement tract from the grantee.

D. That Grantor and its successors, assigns, transferees and grantees guarantee the grantee the right of ingress and egress with construction equipment necessary for the maintenance and repair of easement storm sewers and appurtenances and water mains and appurtenances.

E. That Grantor and its successors, assigns, transferees and grantees agree not to over build such easement storm sewer or appurtenances or water main or appurtenances with permanent improvements.

F. That Grantor and its successors, assigns, transferees and grantees agree not to hold Grantee liable for damages to physical improvements within the easement tract, that may result from repair or maintenance of the easement storm sewer and/or appurtenances or easement water main and/or appurtenances and agree that Grantee need not repair any pavement that is damaged in connection with the same.

G. That all rights granted under this easement shall terminate if the City of Chicago abandon said easement storm sewer and appurtenances and water main and appurtenances.

3. Agree that this agreement may not be revoked without the unanimous written consent of all of the record owners of the subject property and the City of Chicago.

4. Agree that the 3100 North Nashville Corporation, an Illinois corporation, hereinafter referred to as the corporation, shall have the sole and exclusive perpetual possession of and shall maintain the private road and walk in good condition and shall repair and repave all damaged or worn areas and shall repair and repave all areas that are damaged because of maintenance or repair of said storm sewer and/or appurtenances or, because of maintenance or repair of the water main and appurtenances and that Grantor and its successors, assigns, transferees and grantees shall permit access to all or any portion of said private road or walk to make repairs to the same. Grantor, its successors, assigns, transferees and grantees agree to contribute towards the cost of such repairs but agree that their respective liability shall be prorata, that is, that it be proportionate to the number of lineal feet of frontage of land on the Private Street, owned by each owner along said private road and walk. The corporation's decision to repair or repave said road and walk shall be conclusive and that one or more of the respective owners of the said parcels of real estate may not interfere with the decision of the corporation.

5. Agree that in the event the corporation incurs any expense or liability in connection with the repair or maintenance of the said private road or walk (excluding the cost of maintaining the storm sewer and appurtenances or the water main and appurtenances) that the corporation shall have a Lien against the realty of such owner or owners of any of said parcels of real estate that have not paid their proportionate share for the amount of such expense or liability allocated to said parcel of real estate. Said Lien shall be a first and prior Lien to the Lien of any and all other encumbrances and may be foreclosed by the corporation as in the case of a Mechanic's Lien, which procedure is set forth in Chapter 82 of the Illinois Revised Statutes. Such Lien shall include reasonable attorney's fees and costs incurred in connection with the collection of the same. The remedy of foreclosure shall not be an exclusive remedy for the collection of such Lien and such prorata amount plus reasonable attorney's fees and costs may be collected in an ordinary action at law.

6. Agree that this agreement shall be recorded and shall be construed to be a covenant running with the land and shall be enforceable, not only by Grantor, its successors, assigns, transferees and grantees and the corporation who shall become parties to this agreement as hereinafter provided but also by the City of Chicago, who shall be a third party beneficiary of this agreement. The acceptance of title to any or all of the within described realty by successors in title of the parties shall constitute an express assumption of liability hereunder and shall relieve the Grantor of and from all future liability under this agreement for the parcel of real estate then conveyed and shall relieve the Grantor of and from all future liability under this agreement and applicable bond or bonds as of the date of the conveyance for the portion then conveyed; and the successor or successors in title (grantees) shall be, without any further act other than the acceptance of title, substituted in the place of his, her or its predecessor in title with relation to this agreement. For the purposes of this agreement only, acceptance of title shall be conclusively presumed by the recording (or registration) of a Deed or Deeds to any or all of the within described realty by or for the grantee named herein. Execution of the document by the corporation approving this agreement shall constitute an assumption of liability by the corporation of its obligations set forth in Paragraph 6 herein and also an acceptance of the sole and exclusive perpetual possession of the private road and walk by the corporation subject to the easements heretofore and herein granted.

7. Agree that Grantor, its successors, assigns, transferees, and grantees, including all mortgagees, and the corporation shall execute a document of dedication of the private road and walk to the City

of Chicago upon the request of the City of Chicago or the owner or owners of any one or more of the said parcels of real estate and that Grantor does hereby for itself, its successors, assigns, transferees, and grantees and all future mortgagees and for the corporation constitute Clarence E. Neubaum, of Chicago, Illinois as the attorney in fact with full power of substitutions in the premises and Eugene A. Di Monte, of Barrington, Illinois, as second successor attorney in fact with full power of substitution in the premises, to execute such document of dedication dedicating the private road and walk designated on the aforedescribed plat of Resubdivision as the Westerly twenty-five feet (25′) of the subject real estate to the City of Chicago.

8. Agree that this agreement shall terminate upon the dedication of the said private road and walk to the City of Chicago and acceptance of said dedication by the City; provided that termination of this agreement upon dedication shall serve to release only future liability and shall not be construed to release any actual liability incurred prior to the acceptance of said dedication.

In Witness Whereof, the Oak Park Trust and Savings Bank, as Trustee under Trust No. 5911, as aforesaid and not personally, has caused these presents to be executed in its name and by its legally authorized corporate officers whose signatures are hereunto subscribed, and caused its corporate seal to be affixed hereunto on this 12th day of December, 1969.

[Signature forms, acknowledgment and
acceptance omitted]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### Authorization for Payments to Richard W. Spinks and Michele Giannelli Amended.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

*Ordered,* That the order passed on November 17, 1969 appearing in the right-hand column of Council Journal page 6394 relating to a settlement of claim for damages to the auto of Richard W. Spinks is hereby amended by deleting the Account Number 100-9112-934 and inserting in lieu thereof the Account Number 330-9112-934; and

*Be It Further Ordered,* That the order passed on December 30, 1969 appearing in the right-hand column of Council Journal page 7338 relating to the settlement of damage claims for Michele Giannelli, is hereby amended by deleting the Account Number 100-9112-934 and inserting in lieu thereof the Account Number 330-9112-934, and by deleting the date 10-7-67 and inserting in lieu thereof the date 10-7-69.

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—45.

*Nays*—None.

### Authority Granted for Payments for Hospital, Medical and Nursing Services Rendered Certain Injured Members of Fire and Police Depts.

The Committee on Finance submitted a report recommending that the City Council pass a proposed order transmitted therewith, to authorize payments for hospital, medical and nursing services rendered certain injured members of the Fire and Police Departments.

On motion of Alderman Keane the said proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—45.

*Nays*—None.

The following is said order as passed:

*Ordered,* That the City Comptroller is authorized and directed to issue vouchers, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Fire and the Police Departments, herein named, provided such members of the Fire and the Police Departments shall enter into an agreement in writing with the City of Chicago to the effect that, should it appear that any of said members of the Fire or the Police Departments have received any sum of money from the party whose negligence caused such injury, or have instituted proceedings against such party for the recovery of damage on account of such injury or medical expense, then in that event the City shall be reimbursed by such member of the Fire or the Police Department out of any sum that such member of the Fire or the Police Department has received or may hereafter receive from such third party on account of such injury or medical expense, not to exceed the amount that the City may, or shall, have paid on account of such medical expense, in accordance with Opinion No. 1422 of the Corporation Counsel of said City, dated March 19, 1926. The payment of any of these bills shall not be construed as an approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of such claims, as allowed, is set opposite the names of the injured members of the Fire and the Police Departments, and vouchers are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937:

| | |
|---|---|
| Joseph Kropel, 439932, Traffic Division; injured September 21, 1969.......... | $ 137.00 |
| George A. Leverette, 465776, District 7; injured September 13, 1969.......... | 39.00 |
| Adelbert J. Marx, 507621, Detective Division; injured June 28, 1969.......... | 92.00 |

| | |
|---|---|
| William Muller, 575414, District 8; injured October 14, 1969 | $ 23.00 |
| Mitchell S. Niklewicz, 595107, District 18; injured September 8, 1969 | 10.00 |
| George E. O'Donnell, 609029, Traffic Division; injured June 27, 1969 | 27.00 |
| John A. Pappone, 630637, District 14; injured July 17, 1969 | 67.00 |
| Ferdinand D. Paus, 635731, District 13; injured April 2, 1969 | 51.00 |
| William A. Pfister, 646174, District 13; injured July 17, 1969 | 40.00 |
| John E. Prokup, 664171, District 9; injured August 29, 1969 | 35.00 |
| Serges S. Joseph, 392656, District 20; injured August 31, 1969 | 33.00 |
| Robert L. Schildmiller, 725190, Traffic Division; injured May 19, 1969 | 494.00 |
| Robert L. Schildmiller, 725190, Traffic Division; injured September 13, 1969 | 77.50 |
| James R. Schwartz, 732211, District 12; injured July 10, 1969 | 38.00 |
| Richard A. Skonieczny, 753756, District 9; injured October 4, 1969 | 90.00 |
| Bertrand Smith, 757281, District 13; injured July 5, 1969 | 34.00 |
| Ronald R. Tatar, 800134, District 8; injured August 28, 1969 | 45.75 |
| Maylon Tate, 800265, District 3; injured September 20, 1969 | 32.50 |
| Joseph A. Tomaska, 813170, Bureau of Inspectional Services; injured August 1, 1969 | 85.00 |
| Robert S. Vetrovic, 833083, District 14; injured August 3, 1969 | 510.20 |
| Daniel J. Walsh, 842060, District 5; injured October 11, 1969 | 63.00 |
| James F. Weaver, 851900, District 13; injured October 6, 1969 | 318.25 |
| Robert Wenzel, 857210, Traffic Division; injured July 28, 1969 | 45.50 |
| Julius A. Young, 886282, District 2; injured April 24, 1969 | 197.00 |
| John Bukraba, Firefighter, Engine Co. No. 83; injured March 25, 1969 | 107.25 |
| Richard Teichman, Lieutenant, Engine Co. No. 44, Relief; injured May 24, 1969 | 200.45; |

and

*Be It Further Ordered*, That the City Comptroller is authorized and directed to issue vouchers, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department herein named. The payment of any of these bills shall not be construed as an approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of said claims is set opposite the names of the injured members of the Police Department, and vouchers are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937:

| | |
|---|---|
| Wilbur Adams, 002668, District 5; injured November 26, 1969 | $ 17.00 |
| Herbert E. Bailey, 022438, District 7; injured November 8, 1969 | 18.50 |
| Thomas R. Baroni, 028664, District 15; injured November 20, 1969 | $ 6.00 |
| August Battaglia, Jr., 033201, District 15; injured November 20, 1969 | 12.00 |
| Leroy C. Behrens, 037576, District 13, injured September 18, 1969 | 13.00 |
| Edward H. Beyer, 046966, District 13; injured July 31, 1969 | 29.50 |
| Lawrence R. Billo, 049369, District 5; injured November 6, 1969 | 24.00 |
| Oliver J. Singleton, 751824, Bureau of Inspectional Services; injured January 24, 1969 | 16,643.29. |

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### *Action Deferred*—ON PROPOSED ORDINANCE FOR TAX LEVY FOR YEAR 1970.

The Committee on Finance submitted the following report, which was, on motion of Alderman Keane and Alderman Wigoda, *Deferred* and ordered published:

CHICAGO, January 19, 1970.

***To the President and Members of the City Council:***

Your Committee on Finance to which was referred a communication dated January 6, 1970 from the Office of the Mayor's Budgetary Division transmitting an ordinance for the Tax Levy for the Year 1970, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by viva voce vote.

Respectfully submitted,
(Signed) THOMAS E. KEANE,
*Chairman.*

[Proposed ordinance printed in Committee Pamphlet No. 20]

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### *Action Deferred*—ON PROPOSED ORDINANCE TO AUTHORIZE ISSUANCE AND SALE OF TAX ANTICIPATION WARRANTS FOR YEAR 1970.

The Committee on Finance submitted the following report, which was, on motion of Alderman Keane and Alderman Wigoda, *Deferred* and ordered published:

CHICAGO, January 19, 1970.

***To the President and Members of the City Council:***

Your Committee on Finance to which was referred a communication from the office of the Comptroller transmitting an ordinance authorizing the issuance of the 1970 Tax Anticipation Warrants for the following purposes:

Corporate Purposes Fund
Civil Defense Fund
Forestry Fund
Judgment Tax Fund
Bond Redemption and Interest Fund
Chicago Public Library—Maintenance and Operation Fund
Chicago Public Library—Buildings and Sites Fund
Municipal Tuberculosis Sanitarium Fund
City Relief (General Assistance) Fund

having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by viva voce vote.

Respectfully submitted,
(Signed) THOMAS E. KEANE,
*Chairman.*

[Proposed ordinance printed in Committee Pamphlet No. 20]

### *Action Deferred*—ON PROPOSED ORDINANCE FOR LEVY OF TAXES FOR YEAR 1970 FOR SCHOOL PURPOSES OF BOARD OF EDUCATION.

The Committee on Finance submitted the following report, which was, on motion of Alderman Staszcuk and Alderman Sheridan, *Deferred* and ordered published:

CHICAGO, January 19, 1970.

*To the President and Members of the City Council:*

Your Committee on Finance to which was referred a communication dated January 14, 1970 from the Board of Education of the City of Chicago transmitting an ordinance authorizing levy of Taxes for the year 1970 for school purposes of the Board of Education of the City of Chicago having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by viva voce vote.

Respectfully submitted,
(Signed) THOMAS E. KEANE,
*Chairman.*

[Proposed ordinance printed in Committee Pamphlet No. 20]

### *Action Deferred*—ON PROPOSED ORDINANCE FOR ISSUANCE OF TAX ANTICIPATION WARRANTS FOR YEAR 1970 FOR BOARD OF EDUCATION (EDUCATIONAL PURPOSES).

The Committee on Finance submitted the following report, which was, on motion of Alderman Staszcuk and Alderman Sheridan, *Deferred* and ordered published:

CHICAGO, January 19, 1970,

*To the President and Members of the City Council:*

Your Committee on Finance to which was referred a communication dated January 14, 1970 from the Board of Education transmitting an ordinance authorizing the issuance of Tax Anticipation Warrants for the year 1970—Educational Purposes —Board of Education having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by viva voce vote.

Respectfully submitted,
(Signed) THOMAS E. KEANE,
*Chairman.*

[Proposed ordinance printed in Committee Pamphlet No. 20]

### *Action Deferred*—ON PROPOSED ORDINANCE FOR ISSUANCE OF TAX ANTICIPATION WARRANTS FOR YEAR 1970 FOR BOARD OF EDUCATION (BUILDING PURPOSES).

The Committee on Finance submitted the following report, which was, on motion of Alderman Staszcuk and Alderman Sheridan, *Deferred* and ordered published:

CHICAGO, January 19, 1970.

*To the President and Members of the City Council:*

Your Committee on Finance to which was referred a communication dated January 14, 1970 from the Board of Education of the City of Chicago transmitting an ordinance authorizing the issuance of tax anticipation warrants for the year 1970—Building Purposes—Board of Education having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by viva voce vote.

Respectfully submitted,
(Signed) THOMAS E. KEANE,
*Chairman.*

[Proposed ordinance printed in Committee Pamphlet No. 20]

### *Action Deferred*—ON PROPOSED ORDINANCE FOR ISSUANCE OF TAX ANTICIPATION WARRANTS FOR YEAR 1970 FOR BOARD OF EDUCATION (SCHOOL PLAYGROUND AND RECREATIONAL PURPOSES).

The Committee on Finance submitted the following report, which was, on motion of Alderman Staszcuk and Alderman Sheridan, *Deferred* and ordered published:

CHICAGO, January 19, 1970.

*To the President and Members of the City Council:*

Your Committee on Finance to which was referred a communication dated January 14, 1970 from the Board of Education transmitting an ordinance authorizing the issuance of Tax Anticipation Warrants for the year 1970—School Playground and Recreational Purposes—Board of Education having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by viva voce vote.

Respectfully submitted,
(Signed) THOMAS E. KEANE,
*Chairman.*

[Proposed ordinance printed in Committee Pamphlet No. 20.)

### *Action Deferred*—ON PROPOSED ORDINANCE FOR ISSUANCE OF TAX ANTICIPATION WARRANTS FOR YEAR 1970 FOR BOARD OF EDUCATION (FREE TEXTBOOKS PURPOSES).

The Committee on Finance submitted the following report, which was, on motion of Alderman Staszcuk and Alderman Sheridan, *Deferred* and ordered published:

CHICAGO, January 19, 1970.

***To the President and Members of the City Council:***

Your Committee on Finance to which was referred a communication dated January 14, 1970 from the Board of Education of the City of Chicago transmitting an ordinance authorizing the issuance of tax anticipation warrants for the year 1970—Free Textbooks Purposes—Board of Education having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by viva voce vote.

Respectfully submitted,
(Signed) THOMAS E. KEANE,
*Chairman.*

[Proposed ordinance printed in Committee Pamphlet No. 20]

*Placed on File*—MISCELLANEOUS MATTERS.

The Committee on Finance submitted reports recommending that the City Council *Place on File* miscellaneous documents transmitted therewith. On motion of Alderman Keane the committee's recommendations were *Concurred In.*

The following is a summary of said documents:

A communication from the Department of law concerning settlements of judgments entered by the courts;

A communication from the Municipal Tuberculosis Sanitarium transmitting the financial statement for the month of October, 1969.

# MATTERS PRESENTED BY THE ALDERMEN

**(Presented by Wards, in Order, Beginning with the First Ward).**

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Claims.
4. Unclassified Matters (arranged in order according to Ward numbers).
5. Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection and Water Rate Exemptions, Etc.

***Proposed ordinances, orders and resolutions, described below, were presented by the aldermen named, as noted. Except where otherwise noted or indicated hereinbelow, unanimous consent was given to permit action by the City Council on each of said proposed ordinances, orders and resolutions without previous committee consideration, in accordance with the provisions of Council Rule 43.***

## 1. TRAFFIC REGULATIONS, TRAFFIC SIGNS AND TRAFFIC-CONTROL DEVICES.

*Referred*—PROPOSED ORDINANCES TO PROHIBIT AT ALL TIMES PARKING OF VEHICLES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit at all times the parking of vehicles at the locations designated, for the distances specified, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Location and Distance* |
|---|---|
| Lupo (9th Ward) | First alley north of and parallel to E. 114th Place between S. Calumet Avenue and S. Dr. Martin Luther King, Jr. Drive |
| Staszcuk (13th Ward) | W. 69th Street (both sides) between S. Pulaski Road and the first alley west thereof |
| Hines (18th Ward) | S. Racine Avenue, at No. 8429 |
| Kuta (23rd Ward) | S. Archer Avenue, at Nos. 6059-6061 |
| Laurino (39th Ward) | W. Belle Plaine Avenue (both sides) between a point 110 feet west of N. Springfield Avenue and a point 50 feet west thereof |
| | W. Addison Street (north side) between a point 85 feet east of N. Pulaski Road and the first alley east thereof |
| Hoellen (47th Ward) | N. California Avenue (both sides) between W. Carmen and W. Foster Avenues. |

*Referred*—PROPOSED ORDINANCE TO PROHIBIT PARKING OF VEHICLES DURING SPECIFIED HOURS ON PORTION OF N. CALIFORNIA AV.

Alderman Sande (for Alderman Brandt, 33rd Ward) presented a proposed ordinance to prohibit the parking of vehicles on N. California Avenue, at Nos. 3301-3305, for a distance of 50 feet, from 8:00 A.M. to 6:00 P.M.; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—PROPOSED ORDINANCES TO LIMIT AT ALL TIMES PARKING OF VEHICLES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to limit at all times the parking of vehicles at the locations designated, to the periods specified, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Location, Distance and Time* |
|---|---|
| Burke (14th Ward) | S. Normal Avenue (east side) between W. 47th Street and the first alley north thereof—30 minutes |
| Simon (40th Ward) | N. California Avenue, at No. 4300—60 feet—one hour. |

### *Referred*—PROPOSED ORDINANCES TO ESTABLISH LOADING ZONES ON PORTIONS OF N. ALBANY AND N. HOYNE AVES.

Alderman Sande (for Alderman Brandt, 33rd Ward) presented two proposed ordinances to establish loading zones on N. Albany Avenue (west side) between W. Addison Street and a point 50 feet north thereof and on N. Hoyne Avenue (east side) alongside the premises at No. 2057 W. Addison Street, for a distance of 50 feet, between the hours of 4:00 P.M. and 2:00 A.M., which were *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—PROPOSED ORDINANCE TO RESTRICT MOVEMENT OF VEHICULAR TRAFFIC TO SINGLE DIRECTION ON PORTION OF N. SHEFFIELD AV.

Alderman McCutcheon (43rd Ward) presented a proposed ordinance to restrict the movement of vehicular traffic to a single direction on N. Sheffield Avenue between N. Clybourn and W. Armitage Avenues; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—PROPOSED ORDERS FOR INSTALLATIONS OF TRAFFIC SIGNS.

The aldermen named below presented proposed orders for installations of traffic signs, of the nature indicated and at the locations specified, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Location and Type of Sign* |
|---|---|
| Aiello (36th Ward) | N. Sayre and W. Bloomingdale Avenues—"Stop"<br>N. Sayre Avenue and W. Cortland Street—"Stop"<br>N. Newland and W. Bloomingdale Avenues—"Stop"<br>N. Newland Avenue and W. Cortland Street—"Stop" |
| McCutcheon (43rd Ward) | North-south alley between N. Cleveland Avenue and N. Mohawk Street at the W. Dickens and W. Webster Avenues entrances—"Slow-Children Playing" |
| McCutcheon (43rd Ward) and Singer (44th Ward) | W. Belden Avenue and N. Geneva Terrace—"4-Way Stop". |

### *Referred*—PROPOSED ORDER FOR INSTALLATION OF TRAFFIC-CONTROL SIGNALS.

Alderman Cousins (8th Ward) presented a proposed order for installation of traffic-control signals at the intersection of S. Bennett Avenue and E. 76th Street; which was *Referred to the Committee on Traffic and Public Safety.*

## 2. ZONING ORDINANCE AMENDMENTS.

### *Referred*—PROPOSED ORDINANCE TO AMEND SPECIFIED SECTIONS OF CHICAGO ZONING ORDINANCE.

Alderman Singer (44th Ward) and Alderman Kerwin (46th Ward) jointly presented a proposed ordinance to amend the following Sections of the Chicago Zoning Ordinance: Section 7.5(6)a. pertaining to efficiency units, Section 7.8-6(1)(2) pertaining to minimum side yards, Sections 7.12-2(9) and 7.12-3(2) pertaining to parking spaces for multiple family dwellings; which were *Referred to the Committee on Buildings and Zoning.*

## 3. CLAIMS.

Claims against the City of Chicago were presented by the aldermen designated below, respectively, for the claimants named, which were *Referred to the Committee on Finance,* as follows:

| *Alderman* | *Claimant* |
|---|---|
| Sande (for Brandt, 33rd Ward) | Edward Faust |
| Kerwin (46th Ward) | Mitchell G. Zadrozny |
| Sperling (50th Ward) | George L. Steiner. |

## 4. UNCLASSIFIED MATTERS

### (Arranged in Order According to Ward Numbers).

*Proposed ordinances, orders and resolutions were presented by the aldermen named below, respectively, and were acted upon by the City Council in each case in the manner noted, as follows:*

### Presented by
### ALDERMAN ROTI (1st Ward):

*Referred*—PROPOSED ORDINANCES FOR GRANTS OF PRIVILEGES IN PUBLIC WAYS.

Two proposed ordinances for grants of privileges in public ways, which were *Referred to the Committee on Local Industries, Streets and Alleys,* as follows:

Harry B. Helmsley and Irving Schneider, General Partners: to maintain and use an existing vault underneath the surface of the east-west public alley north of W. Madison Street, known as Calhoun Place, from a point 18 feet east of N. La Salle Street running eastward for a distance of 73 feet, together with three coal holes on the surface of said alley over said vault;

Frank M. Whiston Company, Agents for 14 East Jackson Building, a limited partnership: to maintain and use an existing 8-inch steam line together with a 4-inch condensate steam line, under the west portion of the north-south 18-foot public alley east of S. State Street, together with a manhole, thence running north under and along the west side of said alley a distance of 280 feet, for the purpose of supplying steam from the building located at the northeast corner of E. Jackson Boulevard and S. State Street to the building located at the southeast corner of E. Adams Street and S. State Street.

*Referred*—PROPOSED ORDINANCE TO REPEAL ORDINANCE ESTABLISHING TAXICAB STAND NO. 431.

Also a proposed ordinance to repeal the ordinance passed by the City Council on April 20, 1966, C. J. page 6625, establishing Taxicab Stand No. 431 on W. Roosevelt Road, along the north curb, from a point 85 feet east of the east line of S. Halsted Street to a point 60 feet east thereof—3 vehicles.—*Referred to the Committee on Local Transportation.*

### Presented by
### ALDERMAN HOLMAN (4th Ward):

*Referred*—PROPOSED ORDER TO PERMIT 53RD WOODLAWN-KIMBARK SHOPPING CENTER, INC. TO FURNISH WATER FROM SPECIFIED PREMISES FOR SPRINKLER SYSTEM TO BE INSTALLED.

A proposed order to direct the Commissioner of Water and Sewers to grant permission to 53rd Woodlawn-Kimbark Shopping Center, Inc., 53rd Kimbark Plaza, to furnish water from premises at No. 5227 S. Woodlawn Avenue 50 feet down the alley to supply water to the sprinkler system to be installed.—*Referred to the Committee on Finance.*

### Presented by
### ALDERMAN DESPRES (5th Ward):

*Referred*—PROPOSED RESOLUTION TO REQUEST DIRECTOR OF DATA PROCESSING TO PROVIDE PERFORMANCE DATA AND STANDARDS.

A proposed resolution to request the Director of Data Processing to provide and prepare a report to the City Council concerning performance data, with costs, on the work of the department for 1969, together with performance standards, etc.—*Referred to the Committee on Finance.*

*Referred*—PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE IN PUBLIC WAY.

Also a proposed ordinance for a grant of permission and authority to The Chicago Theological Seminary to maintain and use an existing 5-inch steam line and a 2-inch condensate return line in a trench under and across S. Woodlawn Avenue at a point 112 feet north of the center line of E. 58th Street.—*Referred to the Committee on Local Industries, Streets and Alleys.*

*Referred*—PROPOSED AMENDMENTS TO CORRECT COUNCIL JOURNALS OF DECEMBER 30, 1969 AND JANUARY 5, 1970.

Also a proposed amendment to strike certain language on C. J. pages 7357 and 7362 pertaining to the reports of the Committee on Finance. Also a proposed amendment to substitute certain language on C. J. page 7402.—*Referred to the Committee on Finance.*

### Presented by
### ALDERMAN BILANDIC (11th Ward):

### Ordinance Amended Vacating Specified East-West Public Alley.

A proposed ordinance reading as follows:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the ordinance passed by the City Council on October 29, 1969, appearing on page 6317 of the Journal of the Proceedings of said date, vacating all of the east-west 18-foot public alley in the block bounded by W. 37th Place, W. 38th Street, S. Halsted Street and S. Lituanica Avenue, be and the same is hereby amended by striking out of Sections Two (2) and Three (3) the language "ninety (90) days", and inserting in lieu thereof in each case "one hundred eighty (180) days".

SECTION 2. This ordinance shall be in force and effect from and after its passage.

Alderman Bilandic moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed ordinance. The motion *Prevailed* and said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling —45.

*Nays*—None.

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### Presented by
### ALDERMAN BURKE (14th Ward):

*Referred*—PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE IN PUBLIC WAY.

A proposed ordinance for a grant of permission and authority to Thompson Farms Company to excavate for, construct, maintain and use a switch track at street grade between W. 46th Street and W. 47th Street beginning at a point approximately 886 feet east of S. Laflin Street, thence running westerly across private property and across S. Bishop Street into private property ending at the east line of S. Laflin Street.—*Referred to the Committee on Local Industries, Streets and Alleys.*

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### Presented by
### ALDERMAN SHERIDAN (16th Ward):

#### Drafting of Ordinance for Vacation of Portion of S. Peoria Drive Directed.

A proposed order reading as follows:

*Ordered,* That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of an irregular-shaped part of S. Peoria Drive (formerly known as W. 62nd Street) between S. Halsted Street and a line approximately 123′9″ west thereof, measuring approximately 33 feet along the west line of S. Halsted Street extended north, and approximately 16 feet along the west line of said vacation and lying southerly of the southerly line of the existing concrete walk; said ordinance to be transmitted to the Committee on Local Industries, Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Sheridan said proposed order was *Passed.*

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### Presented by
### ALDERMAN SHERIDAN (16th Ward) and ALDERMAN SWINARSKI (12th Ward):

#### Tribute Paid to Anthony G. Seaman, Retired Fire Marshal.

A proposed resolution reading as follows:

WHEREAS, Anthony G. Seaman was born in the Bridgeport community of Chicago 90 years ago today, on January 19, 1880; and

WHEREAS, His early days were spent in both the Bridgeport and Back of the Yards communities of the City of Chicago; and

WHEREAS, Anthony G. Seaman has resided in the 16th Ward for the past forty-five years; and

WHEREAS, Anthony G. Seaman served as a member of the Chicago Fire Department for thirty-eight years, retiring with the rank of 4th Division Fire Marshal in 1944; and

WHEREAS, Anthony G. Seaman later served as Chief of Fire Prevention at the University of Chicago during the concluding phases of the "Manhattan Project"; now, therefore,

*Be It Resolved by the City Council of the City of Chicago,* That we publicly express our appreciation to Anthony G. Seaman for his many years of dedicated public service; and

*Be It Further Resolved,* That we express congratulations to Anthony G. Seaman on his 90th birthday and express the wish that he and his lovely wife, Elizabeth Smith Seaman, enjoy many more years of continued good health and happiness; and

*Be It Further Resolved,* That as a tribute for his many years of devoted public service this resolution be spread upon the Journal of the Proceedings of the City Council of the City of Chicago this 19th day of January, 1970, and that a copy thereof be presented to Anthony G. Seaman.

Alderman Sheridan moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed resolution. The motion *Prevailed.*

On motion of Alderman Sheridan (seconded by Aldermen Swinarski, Bilandic and Holman) said proposed resolution was *Adopted.*

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### Presented by
### ALDERMAN SHANNON (17th Ward):

#### Buildings Declared Public Nuisances and Ordered Demolished.

A proposed ordinance reading as follows:

WHEREAS, The buildings at the following locations, to wit:

No. 6341 S. Morgan Street, and
No. 6347 S. Morgan Street,

are so deteriorated and weakened that each is structurally unsafe and a menace to life and property in its vicinity; therefore

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The buildings at the following locations, to wit:

No. 6341 S. Morgan Street, and
No. 6347 S. Morgan Street,

are declared public nuisances, and the Commissioner of Buildings is authorized and directed to demolish the same.

SECTION 2. This ordinance shall be effective upon its passage.

On motion of Alderman Shannon said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling —45.

*Nays*—None.

### Presented by ALDERMAN ZYDLO (26th Ward):

### Building Declared Public Nuisance and Ordered Demolished.

A proposed ordinance reading as follows:

> WHEREAS, The building located at No. 1450 W. Erie Street is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; therefore
>
> *Be It Ordained by the City Council of the City of Chicago:*
>
> SECTION 1. The building located at No. 1450 W. Erie Street is declared a public nuisance, and the Commissioner of Buildings is authorized and directed to demolish the same.
>
> SECTION 2. This ordinance shall be effective upon its passage.

On motion of Alderman Zydlo said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling —45.

*Nays*—None.

### Drafting of Ordinance for Vacation of Portion of W. Haddon Av. and Adjacent Alleys Directed.

Also a proposed order reading as follows:

> *Ordered,* That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of W. Haddon Avenue between N. Leavitt Street and N. Oakley Boulevard; also all of the public alleys in the block bounded by W. Haddon Avenue, W. Division Street, N. Leavitt Street and N. Oakley Boulevard, for St. Mary of Nazareth Hospital, Inc.; said ordinance to be transmitted to the Committee on Local Industries, Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Zydlo said proposed order was *Passed.*

### Presented by ALDERMAN McMAHON (30th Ward):

### Drafting of Ordinance for Vacation of Alley Directed.

A proposed order reading as follows:

> *Ordered,* That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of all of the north-south 16-foot public alley running south from W. Augusta Boulevard, in the block bounded by W. Augusta Boulevard, W. Walton Street, N. Kilpatrick Avenue and N. Cicero Avenue, for Ralph E. and Nancy L. Belke, Chicago Title and Trust Company, Trustee, Trust No. 50118, and William and Mary Smerch; said ordinance to be transmitted to the Committee on Local Industries, Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman McMahon said proposed order was *Passed.*

### *Referred*—PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE IN PUBLIC WAY.

Also a proposed ordinance for a grant of permission and authority to Metal Box & Cabinet Corporation to maintain and use an existing tunnel under and across W. Carroll Avenue at a point 338 feet east of N. Cicero Avenue.—*Referred to the Committee on Local Industries, Streets and Alleys.*

### Presented by ALDERMAN SIMON (40th Ward):

### *Referred*—PROPOSED RESOLUTION TO REQUEST C.T.A. TO FURNISH CROSSING GUARD AT SPAULDING AV. GRADE CROSSING OF RAVENSWOOD LINE.

A proposed resolution to request the Chicago Transit Authority to furnish a crossing guard at the Spaulding Avenue grade crossing of the Ravenswood line.—*Referred to the Committee on Local Transportation.*

### Presented for ALDERMAN FRIED (42nd Ward):

### Public Alley Vacated in Block Bounded by W. Huron St., W. Superior St., N. Hudson Av. and N. Kingsbury St.

A proposed ordinance (presented by Alderman Sain) reading as follows:

> WHEREAS, An ordinance was passed by the City Council on September 17, 1969, page 6102 of the Journal of the Proceedings of said date, providing for the vacation of all of the East-West Sixteen (16) foot public alley in the block bounded by W. Huron Street, W. Superior Street, N. Hudson Avenue and N. Kingsbury Street; and
>
> WHEREAS, Said ordinance was not recorded within the time limit of ninety (90) days as provided in the ordinance; and
>
> WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of public alley described in the following ordinance; therefore,
>
> *Be It Ordained by the City Council of the City of Chicago:*
>
> SECTION 1. That all of the East-West Sixteen (16) foot public alley lying South of and adjoining the South line of Lots One (1) to Fourteen (14), both inclusive, and lying North of and adjoining the North line of Lots Fiftten (15) to Twenty-eight (28), both inclusive, in Block Six (6) of Higgins Law and Company's Addition in Section Nine (9), Township Thirty-nine (39) North, Range

Fourteen (14) East of the Third Principal Meridian; said public alley herein vacated being further described as all of the East-West public alley in the block bounded by W. Huron Street, W. Superior Street, N. Hudson Avenue and N. Kingsbury Street, as colored in red and indicated by the words "TO BE VACATED" on the plat hereto attached, which plat for greater certainty is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The vacation herein provided for is made upon the express condition that within ninety (90) days after the passage of this ordinance, Montgomery Ward Realty Corporation shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said public alley hereby vacated, the sum of fifty-nine thousand two hundred forty-five and no/100 dollars ($59,245.00), which sum in the judgment of this body will be equal to such benefits; and further, shall within ninety (90) days after the passage of this ordinance deposit in the City Treasury of the City of Chicago a sum sufficient to defray all costs of removing paving and curb returns and constructing sidewalk and curb across the entrances to the East-West public alley herein vacated, similar to the sidewalk and curb in N. Hudson Avenue and N. Kingsbury Street, respectively, between W. Huron Street and W. Superior Street. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Streets and Sanitation after such investigation as is requisite.

SECTION 3. This ordinance shall take effect and be in force from and after its passage subject to the conditions of Section Two (2) hereof, provided that the said Montgomery Ward Realty Corporation shall within ninety (90) days after the passage of this ordinance, file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance.

Alderman Sain moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed ordinance. The motion *Prevailed* and said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling —45.

*Nays*—None.

### Drafting of Ordinance for Vacation of Portions of W. Evergreen Av., Etc. Directed.

Also a proposed order (presented by Alderman Cullerton) reading as follows:

*Ordered,* That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of all those parts of the north 18 feet of W. Evergreen Avenue lying between N. Ogden Avenue and a line 67.17 feet west of the west line of vacated N. Vine Street extended north and between N. Clybourn Avenue and a line 155.52 feet west of the west line of N. Clybourn Avenue as measured along the north line of said W. Evergreen Avenue; also all those parts of the south 23 feet of W. Evergreen Avenue lying between N. Ogden Avenue and a line 67.17 feet west of the west line of vacated N. Vine Street extended north, and between N. Clybourn Avenue and the center line of vacated N. Vine Street extended north; also providing for closing all those parts of the north 25 feet of the south 48 feet of W. Evergreen Avenue to vehicular traffic between N. Ogden Avenue and a line 67.17 feet west of the west line of vacated N. Vine Street extended north, and between N. Clybourn Avenue and the center line of vacated N. Vine Street extended north; also providing for the dedication of a north-south 20 foot alley connecting W. Evergreen Avenue with N. Clybourn Avenue, for Public Building Commission of Chicago, Chicago Housing Authority, and the Chicago Park District; said ordinance to be transmitted to the Committee on Local Industries, Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Cullerton said proposed order was *Passed.*

### *Referred*—PROPOSED ORDER TO PERMIT NEAR NORTH MANAGEMENT CO. TO DISPLAY FLOWER BOXES IN SIDEWALK SPACE AT SPECIFIED PREMISES.

Also a proposed order (presented by Alderman Cullerton) to direct the Commissioner of Streets and Sanitation to issue a permit to Near North Management Company to display flower boxes in the sidewalk space in front of the premises at No. 21 W. Elm Street.—*Referred to the Committee on Finance.*

### *Referred*—PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE IN PUBLIC WAY.

Also a proposed ordinance (presented by Alderman Cullerton) for a grant of permission and authority to Sipi Metals Corporation to maintain and use an existing switch track at street grade connecting with the westerly track of the Chicago, Milwaukee, St. Paul and Pacific Railroad in N. Kingsbury Street at a point 28 feet northwesterly of the northwesterly line of W. Blackhawk Street, thence running in a northwesterly direction on a compound curve to a point on the westerly line of N. Kingsbury Street 135 feet northwesterly of the northwesterly line of W. Blackhawk Street.—*Referred to the Committee on Local Industries, Streets and Alleys.*

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## Presented by
## ALDERMAN McCUTCHEON (43rd Ward):

### *Referred*—PROPOSED ORDINANCE FOR NEW REGULATIONS GOVERNING DOGS ATTACKING PERSONS WITHIN CITY.

A proposed ordinance to amend Section 98-42 of the Municipal Code of Chicago by adding thereto a new Section 98-42.1 to read as follows:

"98-42.1. The police department, upon notification that a dog has, for a second time, snapped at or bitten any person, without provocation, within the city, then the police shall confiscate said dog and upon retention for a proper period of duration shall destroy said animal."

—*Referred to the Committee on Health.*

### Presented by
### ALDERMAN SINGER (44th Ward) and ALDERMAN KERWIN (46th Ward):

**Week of February 16-22, 1970 Proclaimed as "Lake View Citizens' Council Week In Chicago".**

A proposed resolution reading as follows:

WHEREAS, The community of Lake View, on Chicago's north side, is one of the most thriving and diverse communities in the City of Chicago; and

WHEREAS, The Lake View Citizens' Council has represented the community of Lake View for over 17 years; and

WHEREAS, The Lake View Citizens' Council has served with great distinction, sensitive to the needs of the community and the desires of its citizens; and

WHEREAS, The Lake View Citizens' Council will be engaged in a fund drive during the week of February 16, 1970; and

WHEREAS, The funds collected in this drive shall be used to further the distinguished work of the Lake View Citizens' Council; now, therefore,

*Be It Resolved by the City Council of the City of Chicago,* That the week of February 16-22, 1970, be proclaimed Lake View Citizens' Council Week in the City of Chicago.

Alderman Singer moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed resolution. The motion *Prevailed.*

On motion of Alderman Singer, seconded by Alderman Kerwin said proposed resolution was *Adopted.*

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### Presented by
### ALDERMAN SINGER (44th Ward) and OTHERS:

*Referred*—PROPOSED RESOLUTION TO CONGRATULATE MAYOR AND OTHERS CONCERNING AGREEMENT ON MINORITY EMPLOYMENT, ETC.

A proposed resolution (presented by Aldermen Singer, Hubbard, Rayner, Cousins, Casey, Simon and Sperling) to congratulate the Mayor and his administration, Charles R. Swibel, the Coalition, and the Building Trade Unions for their far-reaching agreement on minority employment, etc.

Alderman Singer moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed resolution. The motion to Suspend the Rules was *Lost.*

Whereupon said proposed resolution was *Referred to the Committee on Finance.*

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### Presented by
### ALDERMAN HOELLEN (47th Ward):

*Referred*—PROPOSED RESOLUTION TO INVESTIGATE POSSIBILITY OF CLOSING MANY BRIDGES IN CHICAGO DURING WINTER MONTHS, ETC.

A proposed resolution to investigate the possibility of closing many bridges in Chicago during the winter months, as well as during certain hours during the navigation season, etc.—*Referred to the Committee on Port of Chicago, Wharves and Bridges.*

### Presented by
### ALDERMAN O'ROURKE (48th Ward):

**Issuance of Carnival Permit Authorized.**

A proposed order reading as follows:

*Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to issue a permit to the Uptown Chamber of Commerce, No. 4525 N. Broadway, a regularly organized charitable or religious organization, for the period beginning July 16, 1970 and ending July 19, 1970, inclusive, for the conduct of a carnival or street fair on N. Kenmore Avenue between W. Sunnyside Avenue and W. Wilson Avenue, in accordance with the City's carnivals ordinance, Sections 34-49.1 to 34-49.5, inclusive; and upon issuance of said permit the Commissioner of Streets and Sanitation shall provide barricades to prohibit vehicular traffic over the portion of the street affected, as provided by said carnivals ordinance.

On motion of Alderman O'Rourke said proposed order was *Passed.*

*Referred*—PROPOSED ORDNANCE FOR ESTABLISHMENT OF BUS STAND ON PORTION OF W. LAWRENCE AV.

Also a proposed ordinance for establishment of a bus stand on W. Lawrence Avenue (north curb) from the west property line of N. Marine Drive to a point 205 feet west thereof.—*Referred to the Committee on Local Transportation.*

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### Presented by
### ALDERMAN WIGODA (49th Ward):

**Issuance of Carnival Permit Authorized.**

A proposed order reading as follows:

*Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to issue a permit to Rogers Park Community Council, a regularly organized charitable or religious organization, for the period beginning June 1, 1970 and ending June 7, 1970, inclusive, for the conduct of a carnival or street fair on W. Touhy Avenue between W. Sheridan Road, and Lake Michigan, in accordance with the City's carnivals ordinance, Section 34-49.1 to 34-49.5, inclusive; and upon issuance of said permit the Commissioner of Streets and Sanitation shall provide barricades to prohibit vehicular traffic over the portion of the street affected, as provided by said carnivals ordinance.

On motion of Alderman Wigoda said proposed order was *Passed.*

**Drafting of Ordinance for Vacation of Specified Alley Directed.**

Also a proposed order reading as follows:

*Ordered,* That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of that part of the northwesterly-southeasterly 16-foot public alley running northwesterly from W. Touhy Avenue and lying southeasterly of the south line of the east-west public alley, extended east, all in the block bounded by W. Chase Avenue, W. Touhy Avenue, N. Sheridan Road and N. Greenview Avenue; said ordinance to be transmitted to the Committee on Local Industries, Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Wigoda said proposed order was *Passed.*

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## 5. FREE PERMITS, LICENSE FEE EXEMPTIONS, CANCELLATION OF WARRANTS FOR COLLECTION, AND WATER RATE EXEMPTIONS, ETC.

Proposed ordinances, orders, etc. described below, were presented by the aldermen named, and were *Referred to the Committee on Finance,* as follows:

*Free Permits to Churches, Etc.:*

BY ALDERMAN SAIN (27TH WARD):

Archdiocese of Chicago School Board, No. 130 S. Green Street—construction of a Central Food Commissary.

BY ALDERMAN LAURINO (39TH WARD):

Park View Lutheran Church, No. 3921 N. Monticello Avenue—construction of a two-story education center building, all electrical work and use of water in conjunction therewith.

BY ALDERMAN SPERLING (50TH WARD):

Jewish Vocational Services, No. 2008 W. Devon Avenue—construction of new service facility, all electrical work and use of water in conjunction therewith.

*License Fee Exemptions for Homes, Hospitals, Day Care Centers, Etc.:*

BY ALDERMAN ROTI (1ST WARD):

The Chicago Maternity Center, No. 1336 S. Newberry Avenue.

BY ALDERMAN METCALFE (3RD WARD):

Robert Taylor Clinic Facilities, No. 37 W. 47th Street (2).

BY ALDERMAN HOLMAN (4TH WARD):

Chicago College of Osteopathy, No. 5200 S. Ellis Avenue;

Selfhelp Home for the Aged, No. 4941 S. Drexel Avenue.

BY ALDERMAN BURKE (14TH WARD):

Central Community Hospital, No. 5701 S. Wood Street.

BY ALDERMAN SHANNON (17TH WARD):

St. George Hospital, No. 449 W. Winneconna Parkway.

BY ALDERMAN JAMBRONE (28TH WARD):

Franklin Boulevard Community Hospital, No. 3240 W. Franklin Boulevard;

Garfield Park Community Hospital, Nos. 3813-3835 W. Washington Boulevard.

BY ALDERMAN SINGER (44TH WARD):

Children's Memorial Hospital, No. 2300 Children's Plaza;

St. Joseph Hospital, No. 2900 N. Lake Shore Drive.

BY ALDERMAN O'ROURKE (48TH WARD):

Fox River Rehabilitation Center and Extended Care Facility, No. 4700 N. Clarendon Avenue.

BY ALDERMAN SPERLING (50TH WARD):

Bethesda Hospital, No. 2451 W. Howard Street.

*Cancellation of Warrants for Collection:*

BY ALDERMAN METCALFE (3RD WARD):

Elliott Donnelley Youth Center, Nos. 3941-3947 S. Michigan Avenue—refuse burning inspection, boiler and refrigeration system inspection.

BY ALDERMAN MARZULLO (25TH WARD):

Cook County School of Nursing, No. 1900 W. Polk Street—elevator inspection.

BY ALDERMAN ZYDLO (26TH WARD):

St. Mary of Nazareth Hospital, No. 1120 N. Leavitt Street—elevator inspections (2), building and mechanical ventilation system inspection.

BY ALDERMAN SAIN (27TH WARD):

Marillac House, No. 2822 W. Jackson Boulevard —elevator inspection.

BY ALDERMAN SANDE (34TH WARD):

Lutheran Day Nursery, No. 1802 N. Fairfield Avenue—steel curtain inspection.

BY ALDERMAN CASEY (37TH WARD):

Austin Congregational Church, No. 5460 W. Ohio Street—elevator inspection.

BY ALDERMAN SINGER (44TH WARD):

St. Joseph Hospital, No. 2900 N. Lake Shore Drive—elevator inspection (2).

BY ALDERMAN FIFIELSKI (45TH WARD):

Congregation of Debutazione of Maria SS. Lauretana, No. 5854 W. Lawrence Avenue—sign inspection.

BY ALDERMAN SPERLING (50TH WARD):

Edgewater Hospital, No. 5700 N. Ashland Avenue—steel curtain inspection (2);

Twentieth Church of Christ, Scientist, Chicago, No. 6320 N. Sacramento Avenue—sign inspection.

*Refunds of Fees:*

BY ALDERMAN SPERLING (50TH WARD):

The Catholic Bishop of Chicago (St. Henry Church), No. 1956 W. Devon Avenue and No. 6327 N. Hoyne Avenue, respectively—construction of apartment building, parish administration building and social center, all electrical work and use of water in conjunction with each of said two projects.

## UNFINISHED BUSINESS.

None.

## MISCELLANEOUS BUSINESS.

### Presence of Visitors Noted.

Honorable Richard J. Daley, Mayor, called the Council's attention to the presence in the gallery of the following visitors:

20 college students from Austin College, Sherman, Texas, accompanied by Mr. Robert Burkhart;

15 students from Shimer College, Mt. Carroll, Illinois, accompanied by Mrs. Barbara Bowdery.

The visitors were welcomed and invited to attend future meetings.

### Time Fixed for Next Succeeding Regular Meeting.

By unanimous consent Alderman Keane thereupon presented a proposed ordinance which reads as follows:

> *Be It Ordained by the City Council of the City of Chicago:*
>
> SECTION 1. That the next succeeding regular meeting of the City Council of the City of Chicago to be held after the regular meeting held on Monday, the nineteenth (19th) day of January, 1970, at 10:00 A.M., be and the same is hereby fixed to be held on Tuesday, the twenty-seventh (27th) day of January, 1970, at 10:00 A.M., in the Council Chamber in the City Hall.
>
> SECTION 2. This ordinance shall take effect and be in force from and after its passage.

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Burke, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Gabinski, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling —45.

*Nays*—None.

### ADJOURNMENT.

Thereupon Alderman Burke moved that the City Council do *Adjourn.* The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Tuesday, January 27, 1970, at 10:00 A.M., in the Council Chamber in the City Hall.

John C. Marcin

JOHN C. MARCIN,
*City Clerk.*

*(Published by Authority of the City Council of the City of Chicago)*

COPY

# JOURNAL *of the* PROCEEDINGS

OF THE

# CITY COUNCIL

OF THE

# CITY OF CHICAGO, ILLINOIS

## Regular Meeting—Tuesday, January 27, 1970

at 10:00 A.M.

*(Council Chamber—City Hall—Chicago, Illinois)*

## OFFICIAL RECORD.

### Attendance at Meeting.

*Present*—Honorable Richard J. Daley, Mayor, and Aldermen Roti, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Jambrone, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda.

*Absent*—Aldermen Hubbard, Swinarski, Sain, Biggs, Brandt, Laskowski, Laurino, Simon, Sperling.

### Call to Order.

On Tuesday, January 27, 1970, at 10:00 A.M. (the day and hour appointed for the meeting) Honorable Richard J. Daley, Mayor, called the City Council to order. John C. Marcin, City Clerk, called the roll of members and it was found that there were present at that time: Aldermen Roti, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Jambrone, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda—38.

Quorum present.

On motion of Alderman Marzullo it was ordered noted in the record that Alderman Laurino was absent due to the death of his sister.

### Invocation.

Rabbi Mordecai Simon, Executive Director, Chicago Board of Rabbis, opened the meeting with prayer.

### JOURNAL (January 19, 1970).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on Monday, January 19, 1970, at 10:00 A.M., signed by him as such City Clerk.

Alderman Campbell moved to Correct said printed Official Journal as follows:

> Page 7753—right-hand column—by striking out the word "west" as it appears in the twenty-sixth line from the bottom of the page and inserting in lieu thereof the word "east".

The motion to Correct *Prevailed.*

Alderman Campbell then moved to approve said printed Official Journal, *as corrected,* and to dispense with the reading thereof. The question being put, the motion *Prevailed.*

# REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

### Resolution Adopted on Death of Raymond K. Fried, Alderman of 42nd Ward.

Honorable Richard J. Daley, Mayor, on behalf of himself and the other members of the City Council, presented the following proposed resolution:

> WHEREAS, Almighty God, in His Infinite Wisdom, has called to his eternal reward on January 26, 1970, Raymond K. Fried, Alderman of the 42nd Ward; and
>
> WHEREAS, Alderman Fried was a native Chicagoan; a graduate of Englewood High School and a graduate of the University of Chicago and the University of Chicago Law School; in the course of 37 years of practice as an Attorney he served in many capacities; as Master In Chancery in the Circuit Court of Cook County; as Attorney, Director and Secretary-Treasurer of the Chicago Meat Packers Association; as Trustee and Secretary of the Beef Boners and Sausage Makers Health and Welfare Fund, Pension Fund and Medical Center; and
>
> WHEREAS, Alderman Fried, served his Country as a member of the Armed Services during World War II for a period of three years in the European Theatre of Operations; he participated in the invasion of France as the Executive Officer of the Psychological Warfare Division; he achieved the rank of Lt. Colonel serving on General Eisenhower's Staff; at the conclusion of the war he served as a representative at the Potsdam Conference; and
>
> WHEREAS, Alderman Fried was active in numerous charitable, civic, community and professional organizations including the Boy Scouts, American Legion, Chicago Bar Association and Little City; he was founder and President of the Armed Forces Communications and Electronics Association; he was President of the National Association of Colleges of Mortuary Science; and
>
> WHEREAS, During his period of service as a member of this Council, this Council has been conscious of Alderman Fried's personal integrity, quiet strength and deep devotion to the community which he served, qualities which gave assurance to all who knew him and lent dignity to any proceeding in which he took part; now, therefore,
>
> *Be It Resolved,* That the Mayor and members of the City Council of the City of Chicago, in meeting assembled this 27th day of January, A.D. 1970, do hereby express their sorrow at the passing of Alderman Raymond K. Fried and extend to his widow their sincere sympathy; and
>
> *Be It Further Resolved,* That a suitable copy of this memorial resolution be presented to Alderman Fried's widow, Rosalind.

Alderman Keane moved to *Suspend the Rules Temporarily,* to permit immediate consideration of and action upon said proposed resolution. The motion *Prevailed,* and said proposed resolution was *Adopted,* unanimously, by a rising vote.

AT THIS POINT IN THE MEETING TRIBUTE WAS PAID TO LATE ALDERMAN RAYMOND K. FRIED WHICH IS PRINTED ON PP. 7843-7846 OF ATTACHED PAMPHLET FORM.

### Ordinance Amended Authorizing Issue of $38,500,000 Redevelopment Bonds of City of Chicago and Providing for Levy of Taxes for Payment Thereof.

Honorable Richard J. Daley, Mayor, submitted the following communication:

OFFICE OF THE MAYOR
CITY OF CHICAGO
January 27, 1970.

*To the Honorable, The City Council of the City of Chicago:*

GENTLEMEN—I transmit herewith an ordinance authorizing the City Comptroller to negotiate the sale of City of Chicago 4% Redevelopment Bonds, provided that the sale of these bonds is for not less than par and accrued interest at the rate of 4%.

This ordinance has been reviewed by the Corporation Counsel and Bond Counsel Chapman and Cutler and found to be in keeping with the original Redevelopment Bond Ordinance as passed and subsequent amendments thereto.

Your favorable consideration of this ordinance is requested.

Very truly yours,
(Signed) RICHARD J. DALEY,
*Mayor.*

Alderman Keane moved to *Suspend the Rules Temporarily,* to permit immediate consideration of and action upon the proposed ordinance transmitted with the foregoing communication. The motion *Prevailed,* and said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Jambrone, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda—38.

*Nays*—None.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said ordinance as passed:

AN ORDINANCE

Amending Section 4 of "An Ordinance authorizing the issue of $38,500,000 Redevelopment Bonds of the City of Chicago and providing for the levy of taxes for the payment thereof".

WHEREAS, On the 15th day of November, 1967, the City Council of the City of Chicago adopted an ordinance authorizing the issue of $38,500,000 Redevelopment Bonds of said City and providing for the levy of taxes to pay the same; and

WHEREAS, In and by Section 4 of said ordinance the City Comptroller was authorized to advertise for proposals for the purchase of said bonds and that the advertisement should provide that the bonds offered for sale shall bear interest not to exceed the rate set forth in the ordinance, and that the bonds so offered would be awarded by the City Comptroller to the purchaser offering to purchase the bonds at the lowest net interest cost to the City, provided that the acceptable bidder shall offer to pay not less than par and accrued interest for the bonds; and

WHEREAS, The ordinance authorizing the issuance of said bonds provided that the bonds bear interest at the maximum rate of four per cent (4%) per annum, which was the maximum rate of interest authorized for said bonds at the election held when a majority of the electors voting on the question approved such bonds and was the maximum rate authorized by statute authorizing the issuance of said bonds; and

WHEREAS, Pursuant to widely advertised notice, efforts for the sale of said bonds authorized by said ordinance have been made and the market conditions have been such that it has not been possible to find a purchaser for said bonds; and

WHEREAS, In order to expedite the sale of said bonds and to take advantage of rapidly fluctuating values in the municipal bond market, it is for the best interests of the City that the City Comptroller be authorized to use his best efforts and negotiate a contract for the sale of said bonds to a purchaser thereof on terms which, in his opinion, are for the best interests of the City and at a price of not less than par; and

WHEREAS, The work is in progress for which said bonds were authorized and it is imperative that the bonds be sold from time to time in order to promote the funds necessary to carry on such work; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That Section 4 of an ordinance entitled "An Ordinance authorizing the issue of $38,500,000 Redevelopment Bonds of the City of Chicago and providing for the levy of taxes for the payment thereof", adopted by the City Council of the City of Chicago on the 15th day of November, 1967, be and is hereby amended to read as follows:

> "SECTION 4. The bonds hereby authorized shall be executed as herein provided and thereupon shall be deposited for safekeeping under the direction and control of the City Comptroller and shall from time to time be sold and delivered by the City Comptroller as the proceeds are needed for the purpose for which the bonds are authorized, and the City Comptroller is hereby authorized to sell such bonds at a price of not less than par. Upon the sale of all or any part of the bonds herein authorized, the City Comptroller is further authorized and directed to deliver said bonds to the purchaser thereof upon receipt of the purchase price therefor in accordance with the contract for the sale of said bonds as entered into between the purchaser of said bonds and the City Comptroller, anything to the contrary notwithstanding in any of the provisions of the Code of the City of Chicago.
>
> If any or all of the bonds are sold bearing a rate of interest of less than four per cent (4%) per annum, the City Council shall adopt an ordinance which shall set out the amount of taxes to be extended and collected so as to produce in each of such years sufficient money for the payment of interest upon such bonds at such lesser interest rate as the same becomes due. Said ordinance shall direct the County Clerk of Cook County to reduce and abate the amount of taxes hereby levied for the payment of interest upon the bonds so sold so that the amounts to be extended and collected in each of said years for payment of interest thereon will equal the amount of such interest computed at the rate of interest less than four per cent (4%) borne by the bonds that were sold and delivered.
>
> A certified copy of said ordinance shall be filed in the office of the County Clerk of Cook County, which shall constitute direction and authority for such reduction and abatement of taxes so levied for payment of interest on such bonds."

SECTION 2. That this ordinance shall be published within ten days after adoption and shall be in force upon its adoption and publication as by law provided.

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### *Referred*—PROPOSED RESOLUTION TO REQUEST PUBLIC BUILDING COMMISSION TO CONSTRUCT TWENTY-EIGHT URGENTLY NEEDED PROJECTS FOR SPECIFIED PURPOSES CONTAINED IN 1969-1973 CAPITAL IMPROVEMENTS PROGRAMS APPROVED BY CHICAGO PLAN COMMISSION.

Honorable Richard J. Daley, Mayor, submitted the following communication, which was, together with the proposed resolution transmitted therewith, *Referred to the Committee on Finance:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 27, 1970.

*To the Honorable, The Members of the City Council of the City of Chicago:*

GENTLEMEN—I am transmitting for your consideration a proposed resolution requesting the Public Building Commission of Chicago to construct 28 urgently needed projects required for the economical and effective furnishing of essential public health and safety service to its citizens. These Fire Department, Police Department, Streets and Sanitation Department and Board of Health projects are contained in the 1969-73 Capital Improvements Program which was approved by the Chicago Plan Commission.

Existing general obligation bond funds for municipal buildings are insufficient to start these projects; therefore, I am requesting your approval of this resolution in order that work on these projects can proceed immediately. I respectfully request your favorable consideration of this resolution.

Very truly yours,
(Signed) RICHARD J. DALEY,
*Mayor.*

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### *Referred*—PROPOSED ORDINANCES CONCERNING SPECIFIED URBAN RENEWAL PROJECTS.

Honorable Richard J. Daley, Mayor, at the request of Lewis W. Hill, Chairman of the Department of Urban Renewal, submitted communications dated January 27, 1970, transmitting the following proposed ordinances affecting specified Urban Renewal Projects, which were *Referred to the Committee on Planning and Housing,* as follows:

Approving Amendment No. 7 to the Urban Renewal Plan for the Hyde Park-Kenwood Urban Renewal Project;

Approving a Revised Conservation Plan for the Lawndale Conservation Area.

## *CITY COUNCIL INFORMED AS TO MISCELLANEOUS DOCUMENTS FILED OR RECEIVED IN CITY CLERK'S OFFICE.*

John C. Marcin, City Clerk, informed the City Council that documents have been filed or received in his office, relating to the respective subjects designated, as follows:

### *Proclamations.*

Proclamations of Honorable Richard J. Daley, Mayor, designating times for special observances as follows:

"Children's Dental Health Week in Chicago": February 1 through February 7, 1970;

"Yeshiva Women's Month": Month of March, 1970;

"Jaycee Week in Chicago": Week of January 22, 1970;

"Engineer's Week in Chicago": February 22 through February 28, 1970;

"Data Processing Management Week in Chicago": February 16 through February 21, 1970;

"Sportsmen's and Vacation Show Week in Chicago": February 6 through February 15, 1970;

"Ukrainian Independence Day in Chicago": Thursday, January 22, 1970;

"Lions' Week for the Visually Handicapped": Week of October 4 through October 10, 1970;

and

"Candy Day for the Blind": Friday, October 9, 1970.

### *Acceptances and Bonds under Ordinances.*

Also acceptances and bonds under ordinances as follows:

Hammond-Columbia Refrigerated Warehouses, Inc.: acceptance and bond under an ordinance passed on October 8, 1969 (railroad switch tracks); filed on December 23, 1969;

Hooker Glass and Paint Mfg. Co.: acceptance and bond under an ordinance passed on November 17, 1969 (loading device with platform); filed on December 24, 1969;

The Prudential Insurance Company of America: acceptance and bond under an ordinance passed on October 29, 1969 (vault); filed on December 30, 1969;

South Chicago Community Hospital: acceptance and bond under an ordinance passed on December 23, 1969 (covered bridge or passageway); filed on January 14, 1970.

### *Oath of Office.*

Also the oath of office of Verner J. Soballe as Port Director of the Port of Chicago, filed on January 23, 1970.

## *CITY COUNCIL INFORMED AS TO CERTAIN ACTIONS TAKEN.*

### *Pamphlet Publication of Ordinances.*

The City Clerk informed the City Council that all those ordinances which were passed by the City Council on January 19, 1970 and which were required by statute to be published in book or pamphlet form or in one or more newspapers, were published in pamphlet form on January 26, 1970 by being printed in full text in printed pamphlet copies of the Journal of the Proceedings of the City Council of the regular meeting held on January 19, 1970 [published by authority of the City Council in accordance with the provisions of Section 5-5 of the Municipal Code of Chicago, as passed on December 22, 1947], which printed pamphlet copies were delivered to the City Clerk on January 26, 1970.

### *Filing of Certified Copies of Bond Issues and Annual Appropriation Ordinance for Year 1970 with County Clerks.*

The City Clerk further informed the City Council that he had filed with the County Clerk of Cook County on January 21, 1970 and with the County Clerk of Du Page County on January 22, 1970 respectively, certified copies of seven bond ordinances passed by the City Council on December 30, 1969, as follows:

"An Ordinance Amending Section 4 of 'An Ordinance authorizing the issue of $5,500,000 Electric Lighting System Bonds of the City of Chicago and providing for the levy of taxes for the payment thereof' ";

"An Ordinance Amending Section 4 of 'An Ordinance authorizing the issue of $8,000,000 Garbage and Refuse Disposal Bonds of the City of Chicago and providing for the levy of taxes for the payment thereof' ";

"An Ordinance Amending Section 4 of 'An Ordinance authorizing the issue of $7,000,000 Garbage and Refuse Disposal Bonds of the City of Chicago and providing for the levy of taxes for the payment thereof' ";

"An Ordinance Amending Section 4 of 'An Ordinance authorizing the issue of $21,000,000 Municipal Building Bonds of the City of Chicago and providing for the levy of taxes for the payment thereof' ";

"An Ordinance Amending Section 4 of 'An Ordinance authorizing the issue of $12,000,000 Municipal Building Bonds of the City of Chicago and providing for the levy of taxes for the payment thereof' ";

"An Ordinance Amending Section 4 of 'An Ordinance authorizing the issue of $19,000,000 Public Transportation Bonds of the City of Chicago and providing for the levy of taxes for the payment thereof' ";

"An Ordinance Amending Section 4 of 'An Ordinance authorizing the issue of $28,000,000 Sewer Bonds of the City of Chicago and providing for the levy of taxes for the payment thereof' ".

Also filed on the dates referred to above a certified copy of the Annual Appropriation Ordinance for the Year 1970, passed by the City Council on December 16, 1969.

## *MISCELLANEOUS COMMUNICATIONS, REPORTS, ETC. REQUIRING COUNCIL ACTION (TRANSMITTED TO CITY COUNCIL BY CITY CLERK).*

The City Clerk transmitted communications, reports, etc., relating to the respective subjects listed below, which were acted upon by the City Council in each case in the manner noted, as follows:

### *Court Decisions.*

Communications from the Law Department addressed to the City Council, signed by John J. George and Marsile J. Hughes, Assistants Corporation Counsel and Marvin E. Aspen, Head of Appeals and Review Division, transmitting the following decisions, which were *Placed on File:*

> *Thaddeus L. Stevens, et al., Plaintiff-Appellee vs. City of Chicago, et al., Defendants-Appellants, Illinois Appellate Court No. 52374.* On January 12, 1970 the Illinois Appellate Court affirmed the judgment of the Circuit Court of Cook County which had issued an order vacating an earlier ruling which dismissed the case for want of prosecution. This was an action in tort commenced by the plaintiff on June 20, 1961. The parties had participated in discovery proceeding from 1961 to 1964, and when the cause appeared for pretrial neither party responded and the suit was dismissed for want of prosecution. Despite the dismissal, the case was on the call of another pretrial judge. Plaintiff's attorney learned of the earlier dismissal order which he later had vacated. After the dismissal order was vacated the parties appeared in court several times on various discovery and pretrial motions. When the cause was set for trial and a jury selected, the defendants filed a motion to dismiss and alleged that the court was without jurisdiction due to the fact that the cause was dismissed and could not be reinstated. A section 72 motion was filed by the plaintiff and objections were filed by defendants. After reviewing all the documents, it was determined that the order vacating an earlier dismissal order was proper. The central issue before the court on appeal was whether the trial court lost jurisdiction thirty days after the judgment dismissing the action and therefore was without jurisdiction to issue any vacating order. The Appellate Court held that the defendants by appearing without questioning the vacature or the court's jurisdiction, they waived their right to object to the propriety of the court's vacating order.
>
> *The People of the State of Illinois, ex rel. Hawkonsen et al., Petitioners-Appellees vs. James B. Conlisk, et al., Respondents-Appellants, Illinois Appellate Court No. 54368.* On January 19, 1970, the Appellate Court of Illinois filed an opinion in the above-entitled case, dismissing the petitioner's complaint for mandamus and reversing the interlocutory order of the Circuit Court which restrained the Superintendent of Police from filling any office of sergeant of police from a list posted on or after June 4, 1969.

### *Zoning Reclassification of Particular Area.*

Also an application (in triplicate) from Peter Ruane, together with the proposed ordinance for amendment of the Chicago Zoning Ordinance, as amended, for the purpose of reclassifying as an R4 General Residence District instead of an R2 Single Family Residence District the area shown on Map No. 16-N bounded by

> the alley next north of and parallel to W. 64th Place; the alley next west of and parallel to S. Narragansett Avenue; W. 64th Place; and S. Natchez Avenue;

which was Referred to the *Committee on Buildings and Zoning.*

### *Claims against City of Chicago.*

Also claims against the City of Chicago, which were *Referred to the Committee on Finance,* filed by the following:

Allstate Insurance (4) Chester Kasper, Archie Matlock, Edward Robinson, and Anne Skelly, Stella Bara, Raul D. Benavides, Orville Beuthien, Mae Bildhauser, Chicago, Milwaukee, St. Paul and Pacific R.R. Co., Richard Chisnick, Thomas M. Cole, Edwin P. Doerr, Fireman's Fund and Robert McMillan, Harry M. Geller, Sebestyn Geza, Walter Griegel, Gertrude Heimonen, Mrs. Robert Hunt, Loretta E. Keller, Gregory L. Kukla, Steve L. Mekuly, Motors Insurance Corp. and Johnnie McCollum, Nancy Mulvihill, William J. Parker, C. Paul Pastore, James Phillips, Charles Ray, Nancy Recchia, Robert Reeves, Alan I. Rubens, Seaway Beverages, Inc., Lorese Spell, Mrs. A. Stephens, Jennie Weiss.

### *Vacation of Alleys for Board of Education.*

Also a communication from the Board of Education addressed to the Mayor and the City Council under date of January 23, 1970, transmitting a proposed ordinance for the vacation of specified alleys in the block bounded by W. Maypole Avenue, W. West End Avenue, N. Kolmar Avenue and N. Kenton Avenue (Marconi School Site).—*Referred to the Committee on Local Industries, Streets and Alleys.*

### *Community Organizations Protesting Present Route of Crosstown Expressway in Southwest Area.*

Also fourteen letters or statements received in the City Clerk's office on January 21, 1970 to protest present plans for the Crosstown Expressway in the southwest community, which were *Referred to the Committee on Finance.*

### *Request to Rename Specified Portion of W. North Av. as "Bauler Av.".*

Also a communication addressed to the City Clerk under date of January 26, 1970 from Philip S. Krone requesting that a portion of W. North Avenue, running East and West at 100 East from N. Lake Shore Drive to the East bank of the North Branch of the Chicago River be renamed "Bauler Avenue" to commemorate the former alderman of the 43rd Ward, Mathias (Paddy) Bauler, which was *Referred to the Committee on Local Industries, Streets and Alleys.*

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## *Referred*—PROPOSED ORDINANCES RECOMMENDED BY BOARD OF LOCAL IMPROVEMENTS FOR ALLEY AND STREET IMPROVEMENTS.

The City Clerk transmitted the following communications addressed to him under dates of January 21 and 26, 1970 (signed by Virgil A. Berg, Secretary of the Board of Local Improvements), which were, together with the proposed ordinances transmitted therewith, *Referred to the Committee on Local Industries, Streets and Alleys:*

> "Submitted herewith are thirteen (13) improvement ordinances for presentation to the City Council at its next regular meeting, January 27, 1970.
>
> "As provided in the Local Improvement Act, the Board has held public hearings on said improvements with reference to the extent, nature, kind, character and estimated cost thereof and recommends passage of said ordinances:

Ward 13—Grading and paving alleys between W. 64th Street, W. 64th Place, S. Springfield Avenue and S. Pulaski Road;

Ward 18—Grading and paving alleys between W. 85th Street, W. 85th Place, S. Springfield Avenue and S. Pulaski Road, etc.;

Ward 18—Grading and paving alley between W. 82nd Street, W. 82nd Place, S. Hamlin Avenue and S. Springfield Avenue;

Ward 21—Grading, paving and improving E. 92ND PLACE from the west line of S. St. Lawrence Avenue to the easterly right-of-way line of the C. & W. I. R.R., a distance of approximately two hundred and eighty-five (285) feet as measured along the center line;

Ward 21—Grading, paving and improving E. 88TH PLACE from the west line of S. Kenwood Avenue to the easterly right-of-way line of the N.Y.C. & St. L. R.R.;

Ward 21—Grading, paving and improving a system of streets as follows: S. UNION AVENUE from the south line of W. 99th Street to the north line of W. 101st Street, etc.; (S. UNION AVENUE SYSTEM)

Ward 21—Grading and paving alleys between E. 87th Street, E. 88th Street, S. Indiana Avenue and S. Michigan Avenue;

Ward 21—Grading and paving alley between W. 97th Street, W. 98th Street, S. Wallace Street and S. Lowe Avenue, etc.;

Ward 21—Grading and paving alley between W. 93rd Street, W. 94th Street, S. Lowe Avenue and S. Union Avenue;

Ward 21—Grading and paving alleys between W. 94th Street, W. 95th Street, S. Union Avenue and S. Emerald Avenue;

Ward 38—Grading, paving and improving N. OLEANDER AVENUE from a line parallel with and six (6) feet north of the south line of W. Belmont Avenue to the north line of W. Barry Avenue;

Ward 41—Grading and paving alley between W. Balmoral Avenue, W. Berwyn Avenue, N. Osceola Avenue and N. Olcott Avenue;

Ward 45—Grading and paving alleys between W. Warwick Avenue, W. Waveland Avenue, N. Mobile Avenue and N. Narragansett Avenue".

"Submitted herewith are ten (10) improvement ordinances for presentation to the City Council at its next regular meeting, January 27, 1970.

"As provided in the Local Improvement Act, the Board has held public hearings on said improvements with reference to the extent, nature, kind, character and estimated cost thereof and recommends passage of said ordinances:

Ward 8—Grading and paving alley between E. 93rd Street, E. 94th Street, S. Eberhart Avenue and S. Vernon Avenue, etc.;

Ward 19—Grading, paving and improving S. ABERDEEN STREET from the south line of W. 93rd Street to the north line of W. 94th Street;

Ward 21—Grading and paving alleys between W. 96th Street, W. 97th Street, S. Parnell Avenue and S. Wallace Street, etc.;

Ward 23—Grading and paving alley between W. 59th Street, the north right-of-way line of the Indiana Harbor Belt Railroad, S. Monitor Avenue and S. Mayfield Avenue, etc.;

Ward 23—Grading and paving alleys between W. 58th Street, W. 59th Street, S. Mayfield Avenue and S. Mason Avenue;

Ward 23—Grading and paving alleys between W. 54th Street, W. Archer Avenue, S. Oak Park Avenue and S. Newcastle Avenue;

Ward 38—Grading and paving alleys between W. Wolfram Street, W. Diversey Avenue, N. Sayre Avenue and N. Nordica Avenue;

Ward 38—Grading and paving alleys between W. School Street, W. Belmont Avenue, N. Narragansett Avenue and N. Nagle Avenue;

Ward 41—Grading and paving alley between W. Balmoral Avenue, W. Berwyn Avenue, N. Moody Avenue and N. Melvina Avenue, etc.;

Ward 41—Grading, paving and improving a system of streets as follows: N. MCVICKER AVENUE from the south line of W. Balmoral Avenue to the north line of W. Foster Avenue, etc.

(N. MCVICKER AVENUE SYSTEM).

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### *Placed on File*—NOTIFICATIONS AS TO SELECTIONS OF PROXIES TO AFFIX SIGNATURES OF MAYOR AND CITY COMPTROLLER TO TAX ANTICIPATION WARRANTS OF CITY OF CHICAGO FOR YEAR 1970.

The City Clerk submitted the following communications, which were *Placed on File:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 27, 1970.

*To the Honorable, The City Council of the City of Chicago:*

GENTLEMEN—Please take notice that I have selected and do hereby designate J. W. Parker as my proxy for me and in my name, place and stead to affix my signature as Mayor of the City of Chicago to the Tax Anticipation Warrants issued against the taxes of 1970, said warrants to be sold to the City Treasurer, City of Chicago for the following City purposes, which warrants are to be numbered consecutively, commencing with and prefixed as follows for each of the City purposes, respectively, for

| | |
|---|---|
| Corporate Purposes Fund | C-1 |
| Civil Defense Fund | D-1 |
| Forestry Fund | F-1 |
| Bond Redemption and Interest Fund | G-1 |
| Judgment Tax Fund | J-1 |
| Chicago Public Library Maintenance and Operation Fund | L-1 |
| Chicago Public Library Buildings and Sites Fund | LB-1 |
| Municipal Tuberculosis Sanitarium Fund | M-1 |
| City Relief (General Assistance) Fund | R-1 |

which warrants may be of the denomination of $1,000.00 or of the denomination of multiples of $1,000.00, and which shall be issued within the limitations provided by and in conformity with Sections 8-1-11 to 8-1-14 inclusive of the Illinois Municipal Code, as amended.

Appended hereto is a written signature as to how my name is to appear on said Tax Anticipation Warrants, executed by the said J. W. Parker with the proxy's own signature underneath, as required by statute.

Very truly yours,
(Signed) RICHARD J. DALEY,
*Mayor.*

[Signatures appended as stated]

CITY OF CHICAGO
OFFICE OF CITY COMPTROLLER

January 27, 1970.

*To the Honorable, The City Council of the City of Chicago:*

GENTLEMEN—Please take notice that I have selected and do hereby designate T. F. Murphy as my proxy, for me and in my name, place and stead to affix my signature as Comptroller of the City of Chicago to the Tax Anticipation Warrants issued against the taxes of 1970, said warrants to be sold to the City Treasurer, City of Chicago for the following City purposes, which warrants are to be numbered consecutively, commencing with and prefixed as follows for each of the City purposes, respectively, for

| | |
|---|---|
| Corporate Purposes Fund | C-1 |
| Civil Defense Fund | D-1 |
| Forestry Fund | F-1 |
| Bond Redemption and Interest Fund | G-1 |
| Judgment Tax Fund | J-1 |
| Chicago Public Library Maintenance and Operation Fund | L-1 |
| Chicago Public Library Buildings and Sites Fund | LB-1 |
| Municipal Tuberculosis Sanitarium Fund | M-1 |
| City Relief (General Assistance) Fund | R-1 |

which warrants may be of the denomination of $1,000.00 or of the denomination of multiples of $1,000.00, and which shall be issued within the limitations provided by and in conformity with Sections 8-1-11 to 8-1-14 inclusive of the Illinois Municipal Code, as amended.

Appended hereto is a written signature as to how my name is to appear on said Tax Anticipation Warrants, executed by the said T. F. Murphy with the proxy's own signature underneath, as required by statute.

Very truly yours,
(Signed) OTTO H. LOSER,
*City Comptroller.*

[Signatures appended as stated]

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OFFICE OF THE MAYOR
CITY OF CHICAGO

January 27, 1970.

*To the Honorable, The City Council of the City of Chicago:*

GENTLEMEN—Please take notice that I have selected and do hereby designate J. W. Parker as my proxy for me and in my name, place and stead to affix my signature as Mayor of the City of Chicago to Tax Anticipation Warrants to be sold to the public against the taxes of 1970 for the following purposes:

Corporate Purposes Fund
Judgment Tax Fund
Chicago Public Library—Maintenance and Operation Fund
Chicago Public Library—Buildings and Sites Fund
Municipal Tuberculosis Sanitarium Fund
City Relief (General Assistance) Fund

bearing numbers beginning with one upwards, and be of such denominations of $1,000 or multiples thereof, and bear interest at the rate of not to exceed seven per cent (7%) per annum as may from time to time be executed and sold to purchasers other than to funds in the Treasury of the City of Chicago not immediately necessary for the purposes for which such funds are held as the City Comptroller may deem advisable and in the best interests of the City.

Appended hereto is a written signature as my name is to appear on said Tax Anticipation Warrants, executed by the said J. W. Parker with the proxy's signature underneath, as required by statute.

Very truly yours,
(Signed) RICHARD J. DALEY,
*Mayor.*

[Signatures appended as stated]

CITY OF CHICAGO
OFFICE OF THE CITY COMPTROLLER

January 27, 1970.

*To the Honorable, The City Council of the City of Chicago:*

GENTLEMEN—Please take notice that I have selected and do hereby designate T. F. Murphy as my proxy for me and in my name, place and stead to affix my signature as City Comptroller of the City of Chicago to Tax Anticipation Warrants to be sold to the public against the taxes of 1970 for the following purposes:

Corporate Purposes Fund
Judgment Tax Fund
Chicago Public Library—Maintenance and Operation Fund
Chicago Public Library—Buildings and Sites Fund
Municipal Tuberculosis Sanitarium Fund
City Relief (General Assistance) Fund

bearing numbers beginning with one upwards, and be of such denominations of $1,000 or multiples thereof, and bear interest at the rate of not to exceed seven per cent (7%) per annum as may from time to time be executed and sold to purchasers other than to funds in the Treasury of the City of Chicago not immediately necessary for the purposes for which such funds are held as the City Comptroller may deem advisable and in the best interests of the City.

Appended hereto is a written signature as my name is to appear on said Tax Anticipation Warrants, executed by the said T. F. Murphy with the proxy's signature underneath as required by statute.

Very truly yours,
(Signed) OTTO H. LOSER,
*City Comptroller.*

[Signatures appended as stated]

### *Placed on File*—NOTIFICATIONS AS TO SELECTIONS OF PROXIES TO AFFIX SIGNATURES OF MAYOR AND CITY COMPTROLLER TO BOARD OF EDUCATION TAX ANTICIPATION WARRANTS FOR YEAR 1970.

The City Clerk submitted the following communications, which were *Placed on File:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 27, 1970.

*To the Honorable, The City Council of the City of Chicago:*

GENTLEMEN—Please take notice that I have selected and do hereby designate J. W. Parker as my proxy, for me and in my name, place and stead to affix my signature as Mayor of the City of Chicago to the Tax Anticipation Warrants issued against and in anticipation of the collection of the taxes levied for the year 1970 for the following Board of Education School Purposes, which warrants are to be numbered consecutively commencing with Number 1, prefixed as follows, for each of the Board of Education School Purposes, respectively:

| | |
|---|---|
| Educational | E-1 |
| Building Purposes and the Purchase of School Grounds | B-1 |
| Free Textbooks | T-1 |
| School Playground and Recreational | P-1 |

which warrants may be of the denomination of $1,000.00, or of the denominations of multiples of $1,000.00 and which in the aggregate principal amount shall not exceed 75 per cent of the tax levy for 1970 for said purposes respectively.

Appended hereto is a written signature as my name is to appear on said Tax Anticipation Warrants, executed by the said J. W. Parker, with the proxy's own signature underneath, as required by statute.

Very truly yours,
(Signed) RICHARD J. DALEY,
*Mayor.*

[Signatures appended as stated]

CITY OF CHICAGO
OFFICE OF THE CITY COMPTROLLER

January 27, 1970.

*To the Honorable, The City Council of the City of Chicago:*

GENTLEMEN—Please take notice that I have selected and do hereby designate T. F. Murphy as my proxy, for me and in my name, place and stead to affix my signature as City Comptroller of the City of Chicago to the Tax Anticipation Warrants issued against and in anticipation of the collection of the taxes levied for the year 1970 for the following Board of Education School Purposes, which warrants are to be numbered consecutively commencing with Number 1, prefixed as follows for each of the Board of Education School Purposes, respectively:

| | |
|---|---|
| Educational | E-1 |
| Building Purposes and the Purchase of School Grounds | B-1 |
| Free Textbooks | T-1 |
| School Playground and Recreational | P-1 |

which warrants may be of the denomination of $1,000.00, or of the denominations of multiples of $1,000.00 and which in the aggregate principal amount shall not exceed 75 per cent of the tax levy for 1970 for said purposes respectively.

Appended hereto is a written signature as my name is to appear on said Tax Anticipation Warrants, executed by the said T. F. Murphy, with the said proxy's own signature underneath, as required by statute.

Very truly yours,
(Signed) OTTO H. LOSER,
*City Comptroller.*

[Signatures appended as stated]

### *Placed on File*—ORDER, DEMAND AND DIRECTION TO CITY COUNCIL TO LEVY SPECIFIED TAXES AND FOR ISSUANCE OF TAX ANTICIPATION WARRANTS FOR SCHOOL PURPOSES FOR YEAR 1970.

The City Clerk transmitted the following communication, which was, together with the certified copies of resolutions transmitted therewith, *Placed on File:*

BOARD OF EDUCATION
CITY OF CHICAGO

January 15, 1970.

*To the Honorable Richard J. Daley, Mayor of the City of Chicago, and the City Council Assembled:*

GENTLEMEN—The Board of Education of the City of Chicago, at its adjourned regular meeting held January 15, 1970 adopted the following resolutions, certified copies of which are herewith sent to you:

1. Order, Demand and Direction for the Tax Levy, for the Year 1970;
2. Request City Council to Authorize the Issuance of Warrants in Anticipation of the Collection of the Tax Levied for Educational Purposes for the Year 1970;
3. Request City Council to Authorize the Issuance of Warrants in Anticipation of the Collection of the Tax Levied for the Building Fund for the Year 1970;
4. Request City Council to Authorize the Issuance of Warrants in Anticipation of the Collection of the Tax Levied for the School Playground and Recreational Purposes Fund for the Year 1970;
5. Request City Council to Authorize the Issuance of Warrants in Anticipation of the Collection of the Tax Levied for Free Textbook Purposes for the Year 1970.

Respectfully submitted,
BOARD OF EDUCATION OF
THE CITY OF CHICAGO
(Signed)
By: FRANK M. WHISTON,
*President.*

(Signed)
Attest: M. Q. COLLINS,
*Secretary.*

[Impression of Corporate Seal of Board of Education of the City of Chicago]

# REPORTS OF COMMITTEES.

Committee reports were submitted as indicated below. *No request under the statute was made by any two aldermen present to defer any of said reports for final action thereon, to the next regular meeting of the Council, except where otherwise indicated.*

## COMMITTEE ON ENVIRONMENTAL CONTROL.

### Approval Given to Mayor's Appointment of H. Wallace Poston as Commissioner of Department of Environmental Control.

The Committee on Environmental Control submitted the following report:

CHICAGO, January 26, 1970.

*To the President and Members of the City Council:*

Your Committee on Environmental Control, to which was referred (on January 19, 1970) a communication signed by Honorable Richard J. Daley, Mayor, appointing Mr. H. Wallace Poston as Commissioner of the Department of Environmental Control, begs leave to recommend that Your Honorable Body approve the said appointment of Mr. Poston.

This recommendation was concurred in by 10 members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) MICHAEL A. BILANDIC,
*Chairman.*

Alderman Bilandic (seconded by Alderman Holman) moved to Concur In the committee's recommendation of the appointment of H. Wallace Poston. The motion *Prevailed* and said appointment of H. Wallace Poston was *Approved,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Jambrone, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda—38.

*Nays*—None.

## COMMITTEE ON HEALTH.

### Approval Given to Mayor's Appointment of Dr. LeRoy P. Levitt as Member of Board of Health.

The Committee on Health submitted the following report:

CHICAGO, January 23, 1970.

*To the President and Members of the City Council:*

Your Committee on Health, to which was referred (on January 19, 1970) a communication signed by Honorable Richard J. Daley, Mayor, appointing Dr. LeRoy P. Levitt as a member of the Board of Health of the City of Chicago to fill the vacancy created by the resignation of Dr. Richard H. Young, begs leave to recommend that Your Honorable Body approve the said appointment of Dr. Levitt.

This recommendation was concurred in by 12 members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) CLAUDE W. B. HOLMAN,
*Chairman.*

Alderman Holman (seconded by Alderman Bilandic and Alderman Kerwin) moved to Concur In the committee's recommendation. The motion *Prevailed* and said appointment of Dr. LeRoy P. Levitt was *Approved,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Metcalfe, Holman, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Jambrone, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda—37.

*Nays*—None.

# MATTERS PRESENTED BY THE ALDERMEN

**(Presented by Wards, in Order, Beginning with the Fiftieth Ward).**

**Arranged under the following subheadings:**

1. **Traffic Regulations, Traffic Signs and Traffic-Control Devices.**
2. **Zoning Ordinance Amendments.**
3. **Claims.**
4. **Unclassified Matters (arranged in order according to Ward numbers).**
5. **Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection and Water Rate Exemptions, Etc.**

***Proposed ordinances, orders and resolutions, described below, were presented by the aldermen named, as noted. Except where otherwise noted or indicated hereinbelow, unanimous consent was given to permit action by the City Council on each of said proposed ordinances, orders and resolutions without previous committee consideration, in accordance with the provisions of Council Rule 43.***

## 1. TRAFFIC REGULATIONS, TRAFFIC SIGNS AND TRAFFIC-CONTROL DEVICES.

### *Referred*—PROPOSED ORDINANCES TO PROHIBIT AT ALL TIMES PARKING OF VEHICLES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit at all times the parking of vehicles at the locations designated, for the distances specified, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Location and Distance* |
|---|---|
| Fitzpatrick (19th Ward) | W. 88th Street (both sides) between S. Ashland Avenue and the first alley east thereof |
| Cullerton (for Laurino, 39th Ward) | N. Kilbourn Avenue (east side) between W. Montrose Avenue and the extension of N. Kenton Avenue |
| Singer (44th Ward) | W. Fullerton Avenue, at No. 900—20 feet. |

### *Referred*—PROPOSED ORDINANCES TO PROHIBIT PARKING OF VEHICLES DURING SPECIFIED HOURS AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit the parking of vehicles, during the hours designated, at the locations specified, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Location, Distance and Time* |
|---|---|
| Burke (14th Ward) | W. 54th Street (both sides) between S. Loomis Boulevard and S. Bishop Street—8:00 A.M. to 4:30 P.M. (except on Saturdays, Sundays and holidays) |
| Marzullo (25th Ward) | W. Hastings Street (south side) between S. Ashland Avenue and the alley west thereof—8:00 A.M. to 5:00 P.M. (except on Saturdays and Sundays) |
| Sande (for Brandt, 33rd Ward) | N. Campbell Avenue (east side) between W. Belmont Avenue and a point 200 feet north thereof—7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M. |

### *Referred*—PROPOSED ORDINANCE TO LIMIT AT ALL TIMES PARKING OF VEHICLES ON PORTION OF S. WESTERN AV.

Alderman Fitzpatrick (19th Ward) presented a proposed ordinance to limit at all times the parking of vehicles to one hour periods on the west side of S. Western Avenue between W. 106th and W. 107th Streets; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—PROPOSED ORDINANCE TO DISCONTINUE PROHIBITION AGAINST PARKING OF VEHICLES DURING SPECIFIED HOURS ON PORTION OF N. ELSTON AV.

Alderman Cullerton (for Alderman Laurino, 39th Ward) presented a proposed ordinance to discontinue the prohibition against the parking of vehicles during specified hours on the east side of N. Elston Avenue between a point 200 feet southeast of N. Pulaski Road and a point 200 feet northwest of W. Montrose Avenue; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—PROPOSED ORDER FOR STUDY TO RESTRICT MOVEMENT OF VEHICULAR TRAFFIC TO SINGLE DIRECTIONS ON SPECIFIED STREETS IN 9TH WARD.

Alderman Lupo (9th Ward) presented a proposed order for a survey to restrict the movement of vehicular traffic to single directions on the streets in the area bounded by E. 130th Street, S. Avenue K, E. 138th Street and S. Brainard Avenue; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—PROPOSED ORDINANCE TO DISCONTINUE RESTRICTION ON MOVEMENT OF VEHICULAR TRAFFIC TO SINGLE DIRECTION ON PORTION OF E. 54TH PL.

Alderman Despres (5th Ward) presented a proposed ordinance to discontinue the restriction of movement of vehicular traffic to a single direction on E. 54th Place between S. Lake Park and S. Drexel Avenues; which was *Referred to the Committee on Traffic and Public Safety.*

*Referred*—PROPOSED ORDERS FOR INSTALLATIONS OF TRAFFIC SIGNS.

The alderman named below presented proposed orders for installations of traffic signs, of the nature indicated and at the locations specified, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Location and Type of Sign* |
|---|---|
| Burke (14th Ward) | S. Elizabeth Street between W. 56th and W. 57th Streets—"Slow-Children Playing" |
| | W. 56th and S. Elizabeth Streets —"Stop" |
| | S. Loomis Boulevard (west side) between W. 52nd and W. 53rd Streets—"Slow-School" |
| | W. Garfield and S. Loomis Boulevards — "Slow-School Crossing" |
| | S. Loomis Boulevard (east side) between W. 54th and W. 53rd Streets—"Slow-School". |

*Referred*—PROPOSED ORDER FOR SURVEY FOR INSTALLATION OF TRAFFIC SIGNS.

Alderman Kerwin (46th Ward) presented a proposed order for a survey for the installation of "2-Way Stop" signs at the intersection of W. Wellington and N. Seminary Avenues; which was *Referred to the Committee on Traffic and Public Safety.*

*Referred*—PROPOSED ORDINANCE FOR INSTALLATION OF "LEFT-TURN" ARROWS AT W. BELMONT AV. AND N. BROADWAY.

Alderman Singer (44th Ward) presented a proposed ordinance for the installation of "Left-Turn" arrows on the traffic-control signals at the intersection of W. Belmont Avenue and N. Broadway; which was *Referred to the Committee on Traffic and Public Safety.*

## 2. ZONING ORDINANCE AMENDMENTS.

*Referred*—PROPOSED ORDINANCES TO RECLASSIFY PARTICULAR AREAS.

Proposed ordinances for amendment of the Chicago Zoning Ordinance, for the purpose of reclassifying particular areas, were presented by the aldermen named below, respectively, and were *Referred to the Committee on Buildings and Zoning,* as follows:

BY ALDERMAN LUPO (9TH WARD):

To classify as a C2-1 General Commercial District instead of an R2 Single Family Residence District the area shown on Map No. 32-A bounded by

a line 125 feet north of E. 134th Street; the alley next east of and parallel to S. Avenue O; E. 134th Street; and S. Avenue O.

BY ALDERMAN GABINSKI (FOR ALDERMAN SWINARSKI, 12TH WARD):

To classify as a B4-3 Restricted Service District instead of a B4-1 Restricted Service District the area shown on Map No. 12-I bounded by

W. 47th Street; S. Fairfield Avenue; a line 100 feet south of W. 47th Street; and a line 42 feet west of S. Fairfield Avenue.

BY ALDERMAN HINES (18TH WARD):

To classify as a B2-1 Restricted Retail District instead of a B5-2 General Service District the area shown on Map No. 20-H bounded by

W. 79th Street; S. Ashland Avenue; W. 80th Street; the alley next west of and parallel to S. Ashland Avenue; the alley next south of and parallel to W. 79th Street; and S. Marshfield Avenue.

BY ALDERMAN CASEY (37TH WARD):

To classify as a B2-1 Restricted Retail District instead of a B4-1 Restricted Service District the area shown on Map No. 3-M bounded by

W. North Avenue; N. Mason Avenue; the alley next south of and parallel to W. North Avenue; and N. Austin Boulevard.

## 3. CLAIMS.

**Claims against the City of Chicago were presented by the aldermen designated below, respectively, for the claimants named, which were *Referred to the Committee on Finance,* as follows:**

| *Alderman* | *Claimant* |
|---|---|
| Bohling (7th Ward) | Nathaniel Hudak |
| Buchanan (10th Ward) | R. W. Szala |
| Sheridan (16th Ward) | David Eppenstein |
| Fitzpatrick (19th Ward) | Charles P. Swearingen |
| Kuta (23rd Ward) | Leon Gabriel |
| Cullerton (for Laurino, 39th Ward) | Mrs. Alvina Niemira |
| Wigoda (49th Ward) | Robert Ray. |

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## 4. UNCLASSIFIED MATTERS

### (Arranged in Order According to Ward Numbers).

***Proposed ordinances, orders and resolutions were presented by the aldermen named below, respectively, and were acted upon by the City Council in each case in the manner noted, as follows:***

### Presented by
### ALDERMAN ROTI (1st Ward):

*Referred*—PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE IN PUBLIC WAY.

A proposed ordinance for a grant of permission and authority to Harry B. Helmsley and Irving Schneider, general partners, to maintain and use an existing vault under the surface of the east-west public alley north of W. Madison Street, known as W. Calhoun Place, adjoining the premises known as the northwest corner of W. Madison Street and N. State Street, together with two openings on the surface of said vault near the west end thereof.—*Referred to the Committee on Local Industries, Streets and Alleys.*

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### Presented by
### ALDERMAN HOLMAN (4th Ward):

*Referred*—PROPOSED RESOLUTION TO MEMORIALIZE CHICAGO PARK DISTRICT, ET AL. TO ESTABLISH PLAYGROUND IN SPECIFIED AREA, ETC.

A proposed resolution to memorialize the Chicago Park District, the Chicago Plan Commission and other affected agencies to establish a full playground in the area bounded by E. 42nd Place, S. Oakenwald Avenue, E. 43rd Street and S. Ellis Avenue; also to memorialize the Board of Education of Chicago, the Chicago Park District and the Chicago Plan Commission to cancel any and all plans for a playground in the area immediately east of the property of the Dr. Martin Luther King, Jr. High School.—*Referred to the Committee on Finance.*

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### Presented by
### ALDERMAN HOLMAN (4th Ward), ALDERMAN FROST (21st Ward) and OTHERS:

*Referred*—PROPOSED STATEMENT OF POLICY CONCERNING ELIMINATION OF JOBS AND PROGRAMS FROM CHICAGO'S SCHOOL PROGRAM, ETC.

A proposed statement of policy (presented by Aldermen Holman and Frost, together with fourteen other Aldermen) opposing any situation which necessitates the elimination of jobs and programs from the Chicago's School Program for the coming months; also to request the Governor and State Legislature to act speedily at the State level to correct said situation, etc.—*Referred to the Committee on Federal and State Legislation.*

### Presented by
### ALDERMAN DESPRES (5th Ward):

*Referred*—PROPOSED RESOLUTION TO INQUIRE INTO MATTER OF VIOLATIONS OF CONSTITUTIONAL RIGHT TO FREE EXPRESSION AND FREEDOM FROM UNREASONABLE SEARCH AND ARREST.

A proposed resolution to request the Committee on Police, Fire, Civil Service, Schools and Municipal Institutions to hold hearings to inquire into the matter of violations of constitutional rights to freedom of expression and security from unreasonable search and arrest, and to ascertain the policy of the Department of Police on such matters.—*Referred to the Committee on Police, Fire, Civil Service, Schools and Municipal Institutions.*

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### Presented by
### ALDERMAN RAYNER (6th Ward) and OTHERS:

*Referred*—PROPOSED RESOLUTION TO URGE ALL REAL ESTATE BROKERS, REALTORS, ETC. TO INCLUDE LEGEND "EQUAL OPPORTUNITY BROKER" IN ANY ADVERTISEMENT OFFERING HOUSING ACCOMMODATIONS.

A proposed resolution (presented by Aldermen Rayner, Despres, Cousins and Singer) to urge all real estate brokers, all realtors and other persons offering housing accommodations for rental or sale to include in any advertisement offering such accommodations the legend "equal opportunity broker" or "equal opportunity offering", etc.—*Referred to the Committee on Planning and Housing.*

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### Presented by
### ALDERMAN LUPO (9th Ward):

*Referred*—PROPOSED ORDER FOR ERECTION OF ILLUMINATED SIGN.

A proposed order for issuance of a permit to Burt Rose Ford (Flashtric Signs) to erect an illuminated sign to project over the sidewalk at No. 10131 S. Michigan Avenue.—*Referred to the Committee on Buildings and Zoning.*

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### Presented by
### ALDERMAN BUCHANAN (10th Ward):

*Referred*—PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE IN PUBLIC WAY.

A proposed ordinance for a grant of permission and authority to Gassman's Ltd., to maintain and use as now constructed a 2,000 gallon fuel-oil tank underneath the surface of the alley in the rear of the premises known as No. 3014 E. 92nd Street.—*Referred to the Committee on Local Industries, Streets and Alleys.*

### Presented by
### ALDERMAN BUCHANAN (10th Ward) and OTHERS:

*Referred*—PROPOSED RESOLUTION TO MEMORIALIZE U.S. CONGRESS TO ENACT HR14484 CONCERNING AIR POLLUTION CONTROL.

A proposed resolution (presented by Aldermen Buchanan, Despres, Bohling and Lupo) to memorialize the Congress of the United States to enact HR 14484 concerning air pollution control.—*Referred to a joint committee composed of the members of the Committee on Environmental Control and the members of the Committee on Federal and State Legislation.*

### Presented by
### ALDERMAN FITZPATRICK (19th Ward):

*Referred*—PROPOSED ORDER FOR ERECTION OF ILLUMINATED SIGN.

A proposed order for issuance of a permit to Wilson Ford (Flashtric Signs) to erect an illuminated sign to project over the sidewalk at No. 11400 S. Pulaski Road.—*Referred to the Committee on Buildings and Zoning.*

### Presented by
### ALDERMAN FROST (21st Ward):

#### Drafting of Ordinance for Vacation of Alley Directed.

A proposed order reading as follows:

> *Ordered,* That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of the south 83.26 feet, more or less, of the north-south 16-foot public alley, also providing for the dedication of an east-west 16-foot alley at the north terminus of said vacation, in the block bounded by E. Marquette Road, E. 67th Street, S. Cottage Grove Avenue and S. Evans Avenue, for La Salle National Bank, Trustee, Trust No. 35857; said ordinance to be transmitted to the Committee on Local Industries, Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Frost said proposed order was *Passed.*

### Presented by
### ALDERMAN FROST (21st Ward) and OTHERS:

*Referred*—PROPOSED RESOLUTION FOR PUBLIC HEARINGS CONCERNING RECENT DISCHARGE OF CERTAIN BLACK EMPLOYEES OF GOVERNOR'S DEPT. OF REGISTRATION AND EDUCATION.

A proposed resolution (presented by Aldermen Frost, Holman and Metcalfe) recommending that public hearings be held to determine the justification, if any exists, for the discharge last year of six or so Black employees of the Governor's Department of Registration and Education, etc.—*Referred to the Committee on Finance.*

### Presented for
### ALDERMAN SAIN (27th Ward):

#### Issuance of Canopy Permit Authorized.

A proposed order (presented by Alderman Zydlo) reading as follows:

> *Ordered,* That the City Comptroller be and he is hereby authorized to issue a permit to Regency Corporation to maintain an existing canopy over the sidewalk in S. Desplaines Street, attached to the building or structure located at No. 20 S. Desplaines Street, for a period of ten years from and after November 20, 1969, in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Buildings and the Chief Fire Prevention Engineer, said canopy not to exceed 20 feet in length nor 16 feet in width; upon the filing of the application and bond and payment of the initial compensation provided for by ordinances relating to the construction and maintenance of canopies.

On motion of Alderman Zydlo said proposed order was *Passed.*

### Presented by
### ALDERMAN CULLERTON (38th Ward):

*Referred*—PROPOSED ORDER FOR ERECTION OF ILLUMINATED SIGN.

A proposed order for issuance of a permit to Hilton Hotels Corporation to erect an illuminated sign to project over the sidewalk at the southwest quadrant of the Cumberland-Kennedy Expressway intersection. —*Referred to the Committee on Buildings and Zoning.*

### Presented by
### ALDERMAN McCUTCHEON (43rd Ward):

#### Issuance of Canopy Permits Authorized.

Two proposed orders reading respectively as follows:

> *Ordered,* That the City Comptroller be and he is hereby authorized to issue a permit to Astor Incorporated, to maintain an existing canopy over the sidewalk in N. Astor Street, attached to the building or structure located at No. 1301 N. Astor Street, for a period of ten years from and after February 24, 1970, in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Buildings and the Chief Fire Prevention Engineer, said canopy not to exceed 14 feet in length nor 9 feet in width; upon the filing of the application and bond and payment of the initial compensation provided for by ordinances relating to the construction and maintenance of canopies.

> *Ordered,* That the City Comptroller be and he is hereby authorized to issue a permit to Astor-Banks Building Corporation, to maintain an existing canopy over the sidewalk in N. Astor Street, at-

tached to the building or structure located at No. 1325 N. Astor Street, for a period of ten years from and after February 24, 1970, in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Buildings and the Chief Fire Prevention Engineer said canopy not to exceed 22 feet in length nor 10 feet in width; upon the filing of the application and bond and payment of the initial compensation provided for by ordinances relating to the construction and maintenance of canopies.

On separate motions made by Alderman McCutcheon *each* of the foregoing two proposed orders was *Passed.*

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### Presented by
### ALDERMAN McCUTCHEON (43rd Ward) and OTHERS:

### Congratulations Extended to Former Alderman Paddy Bauler on 80th Birthday.

A proposed resolution (presented by Aldermen McCutcheon, Despres, Bohling, Lupo, Buchanan, Campbell, Collins, Marzullo, Keane, Hoellen, O'Rourke and Wigoda) reading as follows:

> WHEREAS, On this day, January 27, 1970, Paddy Bauler, formally Mathias Bauler, is 80 years old.
>
> Since 1910, he has been active, one way or another, in the political life of Chicago.
>
> His 1955 pronouncement "Chicago ain't ready for reform" has taken its place in Chicago history.
>
> As 43rd Ward Alderman and Committeeman, he developed a strong organization based on his political maxim: "A good precinct captain is a real jewel".
>
> Former Mayor Edward J. Kelly called him "A real straight shooter".
>
> His renowned hospitality, his art fairs, and his friendships with persons of all ranks and qualities made him a colorful Chicago figure known throughout the world.
>
> In his last election as Alderman in 1963, after the published account showed a victorious margin of 80 votes, he protested "They don't know what they're talking about. Where do they get this 80-vote stuff? It was 98 votes".
>
> In 1967, after he announced his retirement, Win Stracke, the wonderful singer of Old Town, sang:
>
> "Paddy has said that he won't run again,
> So now the race is open to other men,
> And whether it's McCutcheon or Frankie or me,
> Another like Paddy there never will be!"
>
> *Now, Therefore, Be It Resolved by the City Council of the City of Chicago,* That the City Council of the City of Chicago extends warm congratulations to Mathias Bauler on his 80th Birthday, and wishes him many happy years of health, conviviality, and travel.

Alderman McCutcheon moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed resolution. The motion *Prevailed.*

On motion of Alderman McCutcheon (seconded by Aldermen Despres, Hines and Campbell) said proposed resolution was *Adopted.*

### Presented by
### ALDERMAN SINGER (44th Ward):

*Referred*—PROPOSED RESOLUTION TO ESTABLISH INVESTIGATING COMMITTEE TO REVIEW PROCEDURES OF CHICAGO COMMITTEE ON URBAN OPPORTUNITY.

A proposed resolution to establish an investigating committee to review the procedures of the Chicago Committee on Urban Opportunity whereby members are placed on the Advisory Councils, etc.—*Referred to the Committee on Committees and Rules.*

*Referred*—PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE IN PUBLIC WAY.

Also a proposed ordinance for a grant of permission and authority to Cory Corporation to maintain and use an existing 8-inch water supply pipe beginning at a point on the north side of W. Wrightwood Avenue 10 feet east of the west line of W. Altgeld Street produced north, thence running south across W. Wrightwood Avenue and in and along the parkway on the west side of W. Altgeld Street on a line parallel to and 10 feet easterly of said west line of W. Altgeld Street to a point 150 feet south of the south line of W. Wrightwood Avenue, thence continuing at right angles in a westerly direction to the west line of W. Altgeld Street, used for the transmission of water for fire protection purposes only between the premises of the grantee located on the north side of W. Wrightwood Avenue and on the west side of W. Altgeld Street.—*Referred to the Committee on Local Industries, Streets and Alleys.*

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### Presented by
### ALDERMAN FIFIELSKI (45th Ward):

*Referred*—PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE IN PUBLIC WAY.

A proposed ordinance for a grant of permission and authority to Wolke and Kotler, Inc. to maintain and use as now constructed a 1,000 gallon fuel-oil tank extending one foot into the north-south public alley in the rear of the premises known as No. 4811 N. Milwaukee Avenue.—*Referred to the Committee on Local Industries, Streets and Alleys.*

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### Presented by
### ALDERMAN KERWIN (46th Ward):

*Referred*—PROPOSED ORDINANCE TO PERMIT C.T.A. TO INSTALL, MAINTAIN AND OPERATE MOTORBUS ROUTE ON PORTION OF N. PINE GROVE AV.

A proposed ordinance for a grant of consent and permission to Chicago Transit Authority to install, maintain and operate a motorbus route on N. Pine Grove Avenue from W. Addison Street to W. Waveland Avenue, as part of Addison Street Route No. 152. —*Referred to the Committee on Local Transportation.*

*Referred*—PROPOSED ORDINANCE FOR ESTABLISHMENT OF BUS STAND ON PORTION OF W. WAVELAND AV.

Also a proposed ordinance for establishment of a bus stand on W. Waveland Avenue (south curb) from a point 31 feet west of the west property line of N. Lake Shore Drive to a point 227 feet west thereof.—*Referred to the Committee on Local Transportation.*

### Presented by
### ALDERMAN HOELLEN (47th Ward):

*Referred*—PROPOSED RESOLUTION TO INVESTIGATE CAUSE OF CONRAD HILTON HOTEL FIRE, ETC.

A proposed resolution to investigate cause of Conrad Hilton Hotel fire, so that such action as is indicated may be taken to amend the Municipal Code of Chicago as to require the application of fire retardant paints in all places of public assembly.—*Referred to the Committee on Buildings and Zoning.*

*Referred*—PROPOSED ORDINANCE TO AMEND REGULATIONS GOVERNING LOAD RESTRICTIONS OF VEHICLES IN DOWNTOWN DISTRICT.

Also a proposed ordinance to amend Section 27-334 (b) of the Municipal Code of Chicago by striking therefrom the words "whose length, including load, is in excess of thirty-three feet", so as to ban all delivery and pick-up vehicles, regardless of size, from the Loop during the hours of 8:00 A.M. to 6:00 P.M.—*Referred to the Committee on Traffic and Public Safety.*

### Presented by
### ALDERMAN O'ROURKE (48th Ward):

**Issuance of Canopy Permit Authorized.**

A proposed order reading as follows:

*Ordered,* That the City Comptroller be and he is hereby authorized to issue a permit to La Salle National Bank, not individually, but as Trustee under Trust No. 39350, to maintain an existing canopy over the sidewalk in W. Lawrence Avenue, attached to the building or structure located at No. 1100 W. Lawrence Avenue, for a period of ten years from and after July 22, 1969, in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Buildings and the Chief Fire Prevention Engineer, said canopy not to exceed 40 feet in length nor 16 feet in width; upon the filing of the application and bond and payment of the initial compensation provided for by ordinances relating to the construction and maintenance of canopies.

On motion of Alderman O'Rourke said proposed order was *Passed.*

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## 5. FREE PERMITS, LICENSE FEE EXEMPTIONS, CANCELLATION OF WARRANTS FOR COLLECTION AND WATER RATE EXEMPTIONS, ETC.

**Proposed ordinances, orders, etc. described below, were presented by the aldermen named, and were *Referred to the Committee on Finance,* as follows:**

*Free Permits to Churches, Etc.:*

BY ALDERMAN CULLERTON (38TH WARD):

The Catholic Bishop of Chicago (St. Ferdinand Church), southeast corner of W. Belmont and N. Mason Avenues—construction of addition to existing school building, gymnasium facilities, all electrical work and use of water in conjunction therewith.

*License Fee Exemptions for Homes, Hospitals, Day Care Centers, Etc.:*

BY ALDERMAN ZYDLO (26TH WARD):

Mary Thompson Hospital, No. 140 N. Ashland Boulevard.

BY ALDERMAN MCMAHON (FOR ALDERMAN BIGGS, 29TH WARD):

The 5th City Community Corporation, No. 3352 W. Jackson Boulevard.

BY ALDERMAN CULLERTON (FOR ALDERMAN LAURINO, 39TH WARD):

Bohemian Home for the Aged, No. 5061 N. Pulaski Road (2).

*Cancellation of Warrants for Collection:*

BY ALDERMAN CAMPBELL (20TH WARD):

Langley Avenue Church of God, S. Langley Avenue at E. 62nd Street—sign inspection.

BY ALDERMAN CASEY (37TH WARD):

St. Lucy Convent, No. 5911 W. Midway Park—elevator inspection.

BY ALDERMAN SCHOLL (41ST WARD):

Norwood Park Home, No. 6016 N. Nina Avenue—mechanical ventilation system inspection.

BY ALDERMAN O'ROURKE (48TH WARD):

Frank Cuneo Hospital, No. 750 W. Montrose Avenue—elevator inspection.

BY ALDERMAN O'ROURKE (FOR ALDERMAN SPERLING, 50TH WARD):

Twentieth Church of Christ, Scientist, No. 6320 N. Sacramento Avenue—steel curtain inspection.

# UNFINISHED BUSINESS.

## Taxes Levied for All Corporate Purposes of City of Chicago for Year 1970.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published in the Journal of the Proceedings of January 19, 1970 page 7779, recommending that the City Council pass a proposed ordinance to levy taxes for all corporate purposes for the City of Chicago for the year 1970 [proposed ordinance printed in Committee Pamphlet No. 20].

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Jambrone, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda—38.

*Nays*—None.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The sum of three hundred twenty-nine million, seven hundred six thousand and six hundred twenty dollars ($329,706,620.00), ascertained by the City Council as the total amount of appropriations heretofore legally made for all corporate purposes to be provided for by the tax levy of the current year, is hereby levied for the year 1970 upon all property within the City of Chicago subject to taxation. The purposes for which appropriations have been made and the amount appropriated for each purpose, respectively, are hereinafter specified in detail in the manner authorized for the annual appropriation ordinance for the year 1970 annexed to and made a part of this ordinance. The amounts appropriated and levied for each of said purposes, respectively, are set forth below in separate columns:

**100—Corporate Fund.**

# Appropriations for expenditures for the fiscal year beginning January 1, 1970 and ending December 31, 1970

## No. 1. CORPORATE PURPOSES FUND—100

### MAYOR'S OFFICE.

| Code | | Amounts Appropriated | Amounts Levied |
|---|---|---|---|
| | | $ | $ |
| 1110.000 | For personal services | 447,238.00 | |
| 1110.100 | For contractual services | 15,750.00 | |
| 1110.200 | For travel | 5,000.00 | |
| 1110.300 | For commodities | 12,000.00 | |
| | Total for Mayor's Office—Executive | 479,988.00 | |

### Mayor's Committee for Economic and Cultural Development.

| Code | | Amounts Appropriated | Amounts Levied |
|---|---|---|---|
| 1115.000 | For personal services | 184,495.00 | |
| 1115.100 | For contractual services | 15,262.00 | |
| 1115.200 | For travel | 3,000.00 | |
| 1115.300 | For commodities | 2,500.00 | |
| 1115.700 | For contingencies | 700.00 | |
| | Total for Mayor's Committee for Economic and Cultural Development | 205,957.00 | |

### Mayor's Office of Inquiry and Information.

| Code | | Amounts Appropriated | Amounts Levied |
|---|---|---|---|
| 1120.000 | For personal services | 79,423.00 | |
| 1120.100 | For contractual services | 1,800.00 | |
| 1120.300 | For commodities | 4,000.00 | |
| 1120.700 | For contingencies | 800.00 | |
| | Total for Mayor's Office of Inquiry and Information | 86,023.00 | |

### Mayor's Office—Budgetary Division.

| Code | | Amounts Appropriated | Amounts Levied |
|---|---|---|---|
| 1140.000 | For personal services | 345,354.00 | |
| 1140.100 | For contractual services | 69,460.00 | |
| 1140.200 | For travel | 7,100.00 | |
| 1140.300 | For commodities | 2,500.00 | |
| 1140.700 | For contingencies | 500.00 | |
| | Total for Budgetary Division | 424,914.00 | |

### Mayor's Director of Data Processing—Data Center.

| Code | | Amounts Appropriated | Amounts Levied |
|---|---|---|---|
| 1150.000 | For personal services | 1,999,620.00 | |
| 1150.100 | For contractual services | 1,951,612.00 | |
| 1150.200 | For travel | 6,700.00 | |
| 1150.300 | For commodities | 90,000.00 | |
| 1150.400 | For equipment | 10,000.00 | |
| | Total for Mayor's Director of Data Processing—Data Center | 4,057,932.00 | |

**100—Corporate Fund.**

**Mayor's Office—(Continued).**

## DEPARTMENT OF INVESTIGATION.

| Code | | Amounts Appropriated | Amounts Levied |
|---|---|---|---|
| | | $ | $ |
| **1168.000** | **For personal services** ........................... | 100,886.00 | |
| **1168.100** | **For contractual services** ........................ | 13,680.00 | |
| **1168.300** | **For commodities** ............................. | 600.00 | |
| **1168.700** | **For contingencies** ............................. | 400.00 | |
| 1168.801 | For investigative expenses including the employment of examining lawyers, investigators and other personnel as needed ........................ | 23,300.00 | |
| | **Total for Department of Investigation**......... | 138,866.00 | |

**100—Corporate Fund.**

**City Council Committees.**

## CITY COUNCIL.

| Code | | Amounts Appropriated<br>$ | Amounts Levied<br>$ |
|---|---|---|---|
| 1210.000 | For personal services | 807,156.00 | |
| 1210.200 | For travel | 32,400.00 | |
| 1210.801 | For operating expense of the offices of the Aldermen in connection with their official duties | 250,000.00 | |
| | Total for City Council | 1,089,556.00 | |

## CITY COUNCIL COMMITTEES.

### Committee on Finance.

| Code | | Amounts Appropriated<br>$ | Amounts Levied<br>$ |
|---|---|---|---|
| 1230.000 | For personal services | 227,027.00 | |
| 1230.100 | For contractual services | 6,300.00 | |
| 1230.200 | For travel | 1,425.00 | |
| 1230.300 | For commodities | 3,800.00 | |
| 1230.700 | For contingencies | 1,500.00 | |
| | Total for Committee on Finance | 240,052.00 | |

### Committee on Buildings and Zoning.

| Code | | Amounts Appropriated<br>$ | Amounts Levied<br>$ |
|---|---|---|---|
| 1224.000 | For personal services | 62,756.00 | |
| 1224.100 | For contractual services | 6,334.00 | |
| 1224.200 | For travel | 864.00 | |
| 1224.300 | For commodities | 1,150.00 | |
| 1224.400 | For equipment | 900.00 | |
| 1224.700 | For contingencies | 500.00 | |
| | Total for Committee on Buildings and Zoning | 72,504.00 | |

### Committee on Aviation.

| Code | | Amounts Appropriated<br>$ | Amounts Levied<br>$ |
|---|---|---|---|
| 1222.000 | For personal services | 17,843.00 | |
| 1222.100 | For contractual services | 50.00 | |
| 1222.200 | For travel | 250.00 | |
| 1222.300 | For commodities | 50.00 | |
| 1222.700 | For contingencies | 2,000.00 | |
| | Total for Committee on Aviation | 20,193.00 | |

### Committee on Committees and Rules.

| Code | | Amounts Appropriated<br>$ | Amounts Levied<br>$ |
|---|---|---|---|
| 1226.000 | For personal services | 22,988.00 | |
| 1226.100 | For contractual services | 50.00 | |
| 1226.300 | For commodities | 50.00 | |
| | Total for Committee on Committees and Rules | 23,088.00 | |

### Committee on Forestry and Recreation.

| Code | | Amounts Appropriated<br>$ | Amounts Levied<br>$ |
|---|---|---|---|
| 1234.000 | For personal services | 15,324.00 | |
| 1234.100 | For contractual services | 160.00 | |
| 1234.300 | For commodities | 500.00 | |
| | Total for Committee on Forestry and Recreation | 15,984.00 | |

**100—Corporate Fund.**

**City Council Committees (Continued).**

### Committee on the Port of Chicago, Wharves and Bridges.

| Code | | Amounts Appropriated<br>$ | Amounts Levied<br>$ |
|---|---|---|---|
| 1236.000 | For personal services | 15,397.00 | |
| 1236.100 | For contractual services | 50.00 | |
| 1236.300 | For commodities | 50.00 | |
| | Total for Committee on the Port of Chicago, Wharves and Bridges | 15,497.00 | |

### Committee on Health.

| | | | |
|---|---|---|---|
| 1238.000 | For personal services | 17,917.00 | |
| 1238.100 | For contractual services | 214.00 | |
| 1238.300 | For commodities | 200.00 | |
| | Total for Committee on Health | 18,331.00 | |

### Committee on Federal and State Legislation.

| | | | |
|---|---|---|---|
| 1242.000 | For personal services | 15,349.00 | |
| 1242.100 | For contractual services | 250.00 | |
| 1242.300 | For commodities | 80.00 | |
| 1242.801 | Expense in attending Legislative Sessions | 10,000.00 | |
| | Total for Committee on Federal and State Legislation | 25,679.00 | |

### Committee on Judiciary.

| | | | |
|---|---|---|---|
| 1240.000 | For personal services | 15,191.00 | |
| 1240.100 | For contractual services | 250.00 | |
| | Total for Committee on Judiciary | 15,441.00 | |

### Committee on License.

| | | | |
|---|---|---|---|
| 1244.000 | For personal services | 18,654.00 | |
| 1244.300 | For commodities | 500.00 | |
| | Total for Committee on License | 19,154.00 | |

### Committee on Local Industries, Streets and Alleys.

| | | | |
|---|---|---|---|
| 1246.000 | For personal services | 21,833.00 | |
| 1246.100 | For contractual services | 50.00 | |
| 1246.300 | For commodities | 150.00 | |
| | Total for Committee on Local Industries, Streets and Alleys | 22,033.00 | |

### Committee on Local Transportation.

| | | | |
|---|---|---|---|
| 1248.000 | For personal services | 8,713.00 | |
| | Total for Committee on Local Transportation | 8,713.00 | |

**100—Corporate Fund.**

**City Council Committees (Continued).**

### Committee on Planning and Housing.

| Code | | Amounts Appropriated | Amounts Levied |
|---|---|---|---|
| | | $ | $ |
| 1250.000 | For personal services | 38,059.00 | |
| 1250.100 | For contractual services | 50.00 | |
| 1250.300 | For commodities | 150.00 | |
| 1250.700 | For contingencies | 100.00 | |
| | Total for Committee on Planning and Housing | 38,359.00 | |

### Committee on Police, Fire, Civil Service, Schools and Municipal Institutions.

| | | | |
|---|---|---|---|
| 1252.000 | For personal services | 15,716.00 | |
| 1252.100 | For contractual services | 50.00 | |
| 1252.300 | For commodities | 100.00 | |
| | Total for Committee on Police, Fire, Civil Service, Schools and Municipal Institutions | 15,866.00 | |

### Committee on Cultural and Economic Development.

| | | | |
|---|---|---|---|
| 1254.000 | For personal services | 21,359.00 | |
| 1254.200 | For travel | 1,000.00 | |
| 1254.300 | For commodities | 500.00 | |
| | Total for Committee on Cultural and Economic Development | 22,859.00 | |

### Committee on Utilities.

**For the employment of Accountants, Attorneys, Engineers, and other persons as may be required.**

| | | | |
|---|---|---|---|
| 1260.000 | For personal services | 22,621.00 | |
| 1260.100 | For contractual services | 500.00 | |
| 1260.300 | For commodities | 200.00 | |
| 1260.700 | For contingencies | 2,000.00 | |
| | Total for Committee on Utilities | 25,321.00 | |

### Committee on Environmental Control.

| | | | |
|---|---|---|---|
| 1265.000 | For personal services | 23,500.00 | |
| 1265.100 | For contractual services | 1,000.00 | |
| 1265.300 | For commodities | 500.00 | |
| | Total for Committee on Environmental Control | 25,000.00 | |

**100—Corporate Fund.**

## CITY COUNCIL LEGISLATIVE REFERENCE BUREAU.

| Code | | Amounts Appropriated | Amounts Levied |
|---|---|---|---|
| | | $ | $ |
| 1280.000 | For personal services | 65,892.00 | |
| 1280.100 | For contractual services | 1,420.00 | |
| 1280.200 | For travel | 1,000.00 | |
| 1280.300 | For commodities | 300.00 | |
| | Total for City Council Legislative Reference Bureau | 68,612.00 | |

## MUNICIPAL REFERENCE LIBRARY.

| Code | | Amounts Appropriated | Amounts Levied |
|---|---|---|---|
| 1290.000 | For personal services | 179,045.00 | |
| 1290.100 | For contractual services | 17,525.00 | |
| 1290.200 | For travel | 1,100.00 | |
| 1290.300 | For commodities | 20,300.00 | |
| 1290.400 | For equipment | 7,500.00 | |
| 1290.700 | For contingencies | 400.00 | |
| | Total for Municipal Reference Library | 225,870.00 | |

## DEPARTMENT OF DEVELOPMENT AND PLANNING.

| Code | | Amounts Appropriated | Amounts Levied |
|---|---|---|---|
| 1310.000 | For personal services | 1,298,175.00 | |
| 1310.100 | For contractual services | 132,900.00 | |
| 1310.200 | For travel | 7,900.00 | |
| 1310.300 | For commodities | 29,000.00 | |
| 1310.700 | For contingencies | 3,000.00 | |
| 1310.802 | For work and services in connection with the Community Renewal Program | 13,000.00 | |
| 1310.803 | For payment to Northeastern Illinois Metropolitan Area Planning Commission | 50,000.00 | |
| | Total for Department of Development and Planning | 1,533,975.00 | |

## DEPARTMENT OF URBAN RENEWAL.

| Code | | Amounts Appropriated | Amounts Levied |
|---|---|---|---|
| 1320.000 | For personal services | 245,423.00 | |
| 1320.100 | For contractual services | 33,700.00 | |
| 1320.200 | For travel | 3,700.00 | |
| 1320.300 | For commodities | 27,000.00 | |
| 1320.700 | For contingencies | 3,000.00 | |
| | Total for Department of Urban Renewal | 312,823.00 | |

## NEIGHBORHOOD REDEVELOPMENT COMMISSION.

| Code | | Amounts Appropriated | Amounts Levied |
|---|---|---|---|
| 1330.100 | For contractual services | 6,800.00 | |
| 1330.200 | For travel | 500.00 | |
| 1330.300 | For commodities | 500.00 | |
| | Total for Neighborhood Redevelopment Commission | 7,800.00 | |

**100—Corporate Fund.**

## CITY CLERK.

| Code | | Amounts Appropriated | Amounts Levied |
|---|---|---|---|
| | | $ | $ |
| 1410.000 | For personal services | 531,613.00 | |
| 1410.100 | For contractual services | 240,700.00 | |
| 1410.200 | For travel | 1,000.00 | |
| 1410.300 | For commodities | 27,000.00 | |
| | Total for City Clerk | 800,313.00 | |

## DEPARTMENT OF FINANCE.

### CITY COMPTROLLER'S OFFICE.

| | | | |
|---|---|---|---|
| 1510.000 | For personal services | 1,907,718.00 | |
| 1510.100 | For contractual services | 96,000.00 | |
| 1510.200 | For travel | 5,700.00 | |
| 1510.300 | For commodities | 27,000.00 | |
| 1510.400 | For equipment | 48,500.00 | |
| 1510.500 | For permanent improvements | 40,000.00 | |
| 1510.700 | For contingencies | 3,000.00 | |
| | Total for City Comptroller's Office | 2,127,918.00 | |

### CITY TREASURER.

| | | | |
|---|---|---|---|
| 1530.000 | For personal services | 281,832.00 | |
| 1530.100 | For contractual services | 32,680.00 | |
| 1530.300 | For commodities | 3,500.00 | |
| 1530.700 | For contingencies | 800.00 | |
| | Total for City Treasurer | 318,812.00 | |

### CITY COLLECTOR.

| | | | |
|---|---|---|---|
| 1540.000 | For personal services | 900,705.00 | |
| 1540.100 | For contractual services | 31,300.00 | |
| 1540.200 | For travel | 18,280.00 | |
| 1540.300 | For commodities | 20,000.00 | |
| 1540.400 | For equipment | 3,500.00 | |
| 1540.700 | For contingencies | 500.00 | |
| | Total for City Collector | 974,285.00 | |

**100—Corporate Fund.**

### DEPARTMENT OF LAW.

| Code | | Amounts Appropriated<br>$ | Amounts Levied<br>$ |
|---|---|---|---|
| 1610.000 | For personal services | 1,666,861.00 | |
| 1610.100 | For contractual services | 722,700.00 | |
| 1610.200 | For travel | 32,500.00 | |
| 1610.300 | For commodities | 12,000.00 | |
| 1610.700 | For contingencies | 6,500.00 | |
| | Total for Department of Law | 2,440,561.00 | |

### CIVIL SERVICE COMMISSION.

| Code | | Amounts Appropriated<br>$ | Amounts Levied<br>$ |
|---|---|---|---|
| 1710.000 | For personal services | 1,497,802.00 | |
| 1710.100 | For contractual services | 68,950.00 | |
| 1710.200 | For travel | 4,200.00 | |
| 1710.300 | For commodities | 21,100.00 | |
| 1710.400 | For equipment | 16,000.00 | |
| 1710.500 | For permanent improvements | 1,500.00 | |
| 1710.700 | For contingencies | 700.00 | |
| 1710.801 | For tuition reimbursement and educational programs | 125,000.00 | |
| | Total for Civil Service Commission | 1,735,252.00 | |

### DEPARTMENT OF PURCHASES, CONTRACTS AND SUPPLIES.

| Code | | Amounts Appropriated<br>$ | Amounts Levied<br>$ |
|---|---|---|---|
| 1810.000 | For personal services | 2,323,868.00 | |
| 1810.100 | For contractual services | 101,450.00 | |
| 1810.200 | For travel | 18,670.00 | |
| 1810.300 | For commodities | 53,280.00 | |
| 1810.400 | For equipment | 49,950.00 | |
| 1810.500 | For permanent improvements | 1,600.00 | |
| 1810.700 | For contingencies | 5,000.00 | |
| | Total for Department of Purchases, Contracts and Supplies | 2,553,818.00 | |

### BOARD OF ELECTION COMMISSIONERS.

| Code | | Amounts Appropriated<br>$ | Amounts Levied<br>$ |
|---|---|---|---|
| 1910.000 | For personal services | 1,983,024.00 | 1,500,000.00 |
| 1910.100 | For contractual services | 1,616,000.00 | 500,000.00 |
| 1910.200 | For travel | 33,000.00 | |
| 1910.300 | For commodities | 65,000.00 | |
| 1910.400 | For equipment | 375,000.00 | |
| 1910.500 | For permanent improvements | 60,000.00 | |
| 1910.700 | For contingencies | 35,000.00 | |
| 1910.801 | For educational motion pictures | 10,000.00 | |
| | Total for Board of Election Commissioners | 4,177,024.00 | |

**100—Corporate Fund.**

## BOARD OF HEALTH.

| Code | | Amounts Appropriated | Amounts Levied |
|---|---|---|---|
| | | $ | $ |
| 3110.000 | For personal services | 14,175,294.00 | 8,500,000.00 |
| 3110.100 | For contractual services | 477,500.00 | |
| 3110.200 | For travel | 177,000.00 | |
| 3110.300 | For commodities | 576,645.00 | |
| 3110.400 | For equipment | 110,000.00 | |
| 3110.500 | For permanent improvements | 12,500.00 | |
| 3110.700 | For contingencies | 2,500.00 | |
| 3110.801 | Matching Federal Funds: Meat Inspection Program | 441,707.00 | |
| 3110.802 | For expense of special studies | 5,000.00 | |
| 3110.803 | For special inoculations programs | 15,000.00 | |
| 3110.804 | For BCG (T.B. vaccine) programs | 47,000.00 | |
| 3110.805 | For reimbursement to Dairy Inspectors working out of state for the payment of state taxes of those states | 500.00 | |
| | Total for Board of Health | 16,040,646.00 | |

## COMMISSION ON HUMAN RELATIONS.

| Code | | Amounts Appropriated | Amounts Levied |
|---|---|---|---|
| 3410.000 | For personal services | 438,897.00 | |
| 3410.100 | For contractual services | 54,050.00 | |
| 3410.200 | For travel | 6,700.00 | |
| 3410.300 | For commodities | 4,000.00 | |
| 3410.400 | For equipment | 1,000.00 | |
| 3410.700 | For contingencies | 2,000.00 | |
| 3410.802 | For expense of Fair Housing Activities | 75,000.00 | |
| | Total for Commission on Human Relations | 581,647.00 | |

**100—Corporate Fund.**

### COMMISSION FOR THE REHABILITATION OF PERSONS.

| Code | | Amounts Appropriated | Amounts Levied |
|---|---|---|---|
| | | $ | $ |
| 3440.000 | For personal services | 597,509.00 | |
| 3440.100 | For contractual services | 26,500.00 | |
| 3440.200 | For travel | 4,000.00 | |
| 3440.300 | For commodities | 70,500.00 | |
| 3440.400 | For equipment | 11,000.00 | |
| 3440.500 | For permanent improvements | 3,000.00 | |
| 3440.700 | For contingencies | 3,000.00 | |
| | Total for Commission for the Rehabilitation of Persons | 715,509.00 | |

### DEPARTMENT OF HUMAN RESOURCES.

| Code | | Amounts Appropriated | Amounts Levied |
|---|---|---|---|
| 3460.000 | For personal services | 3,802,464.00 | |
| 3460.100 | For contractual services | 268,450.00 | |
| 3460.200 | For travel | 40,950.00 | |
| 3460.300 | For commodities | 41,500.00 | |
| 3460.400 | For equipment | 68,340.00 | |
| 3460.700 | For contingencies | 9,500.00 | |
| 3460.801 | For expense of community leadership development | 80,000.00 | |
| | Total for Department of Human Resources | 4,311,204.00 | |

### BOARDS.

#### Police Board.

| Code | | Amounts Appropriated | Amounts Levied |
|---|---|---|---|
| 4101.000 | For personal services | 20,316.00 | |
| 4101.801 | For expense of Board | 10,000.00 | |
| | Total for Police Board | 30,316.00 | |

#### Motion Picture Appeal Board.

| Code | | Amounts Appropriated | Amounts Levied |
|---|---|---|---|
| 4102.000 | For personal services | 20,000.00 | |
| 4102.143 | For court reporting | 2,000.00 | |
| | Total for Motion Picture Appeal Board | 22,000.00 | |

### DEPARTMENT OF POLICE.

| Code | | Amounts Appropriated | Amounts Levied |
|---|---|---|---|
| 4110.000 | For personal services | 180,211,235.00 | 118,880,734.00 |
| 4110.100 | For contractual services | 4,258,407.00 | |
| 4110.200 | For travel | 21,048.00 | |
| 4110.300 | For commodities | 3,196,484.00 | |
| 4110.400 | For equipment | 3,045,390.00 | |
| 4110.500 | For permanent improvements | 109,950.00 | |
| 4110.700 | For Contingent Fund: To be expended at the discretion of the Superintendent of Police | 100,000.00 | |
| 4110.940 | Pension contributions for members in the military service | 50,000.00 | |
| | Total for Department of Police | 190,992,514.00 | |

**100—Corporate Fund.**

## FIRE DEPARTMENT.

| Code | | Amounts Appropriated<br>$ | Amounts Levied<br>$ |
|---|---|---|---|
| 4210.000 | For personal services | 64,848,711.00 | 45,500,000.00 |
| 4210.100 | For contractual services | 465,350.00 | |
| 4210.200 | For travel | 90,584.00 | |
| 4210.300 | For commodities | 935,000.00 | |
| 4210.400 | For equipment | 1,111,000.00 | |
| 4210.700 | For contingencies | 10,000.00 | |
| 4210.802 | For demolition of fire-damaged buildings dangerous to public security | 100,000.00 | |
| 4210.806 | For conversion of fire ambulance service to individual frequency | 45,000.00 | |
| | Total for Fire Department | 67,605,645.00 | |

## DEPARTMENT OF BUILDINGS.

| Code | | Amounts Appropriated |
|---|---|---|
| 4300.000 | For personal services | 7,015,387.00 |
| 4300.100 | For contractual services | 191,255.00 |
| 4300.200 | For travel | 158,802.00 |
| 4300.300 | For commodities | 59,200.00 |
| 4300.400 | For equipment | 69,296.00 |
| 4300.500 | For permanent improvements | 5,000.00 |
| 4300.700 | For contingencies | 2,000.00 |
| 4300.801 | For demolition of buildings | 1,146,000.00 |
| | Total for Department of Buildings | 8,646,940.00 |

## ZONING BOARD OF APPEALS.

| Code | | Amounts Appropriated |
|---|---|---|
| 4330.000 | For personal services | 98,658.00 |
| 4330.100 | For contractual services | 16,200.00 |
| 4330.200 | For travel | 1,000.00 |
| 4330.300 | For commodities | 3,000.00 |
| | Total for Zoning Board of Appeals | 118,858.00 |

**100—Corporate Fund.**

### DEPARTMENT FOR THE INSPECTION OF STEAM BOILERS, UNFIRED PRESSURE VESSELS AND REFRIGERATION.

| Code | | Amounts Appropriated | Amounts Levied |
|---|---|---|---|
| | | $ | $ |
| 4410.000 | For personal services | 815,474.00 | |
| 4410.100 | For contractual services | 17,150.00 | |
| 4410.200 | For travel | 15,500.00 | |
| 4410.300 | For commodities | 4,500.00 | |
| 4410.400 | For equipment | 4,000.00 | |
| 4410.700 | For contingencies | 500.00 | |
| | Total for Department of Steam Boilers | 857,124.00 | |

### DEPARTMENT OF CONSUMER SALES, WEIGHTS AND MEASURES.

| | | | |
|---|---|---|---|
| 4510.000 | For personal services | 596,309.00 | |
| 4510.100 | For contractual services | 106,050.00 | |
| 4510.200 | For travel | 10,600.00 | |
| 4510.300 | For commodities | 11,200.00 | |
| 4510.400 | For equipment | 16,900.00 | |
| 4510.700 | For contingencies | 1,200.00 | |
| | Total for Department of Consumer Sales, Weights and Measures | 742,259.00 | |

### DEPARTMENT OF ENVIRONMENTAL CONTROL.

| | | | |
|---|---|---|---|
| 4610.000 | For personal services | 1,147,090.00 | |
| 4610.100 | For contractual services | 150,450.00 | |
| 4610.200 | For travel | 34,000.00 | |
| 4610.300 | For commodities | 53,400.00 | |
| 4610.400 | For equipment | 29,000.00 | |
| 4610.500 | For permanent improvements | 12,000.00 | |
| 4610.700 | For contingencies | 2,000.00 | |
| 4610.801 | For the employment of technicians, scientists, consultants, environmental analysts, meteorologists, statisticians, inspectors, chemists, sanitarians, professional engineers and other personal services which may be required | 500,000.00 | |
| | Total for Department of Environmental Control | 1,927,940.00 | |

### BOARDS OF EXAMINERS.

| | | | |
|---|---|---|---|
| 4830.000 | For personal services | 106,984.00 | |
| 4830.200 | For travel | 730.00 | |
| 4830.801 | For expense of Boards of Examiners | 4,000.00 | |
| | Total for Boards of Examiners | 111,714.00 | |

### PUBLIC VEHICLE LICENSE COMMISSION.

| | | | |
|---|---|---|---|
| 4850.000 | For personal services | 205,050.00 | |
| 4850.100 | For contractual services | 6,600.00 | |
| 4850.200 | For travel | 1,825.00 | |
| 4850.300 | For commodities | 12,500.00 | |
| 4850.400 | For equipment | 1,000.00 | |
| 4850.700 | For contingencies | 1,000.00 | |
| | Total for Public Vehicle License Commission | 227,975.00 | |

**100—Corporate Fund.**

## LOCAL LIQUOR CONTROL COMMISSIONER.

(To be expended under the direction of the Mayor.)

| Code | | Amounts Appropriated<br>$ | Amounts Levied<br>$ |
|---|---|---|---|
| 4860.000 | For personal services | 41,816.00 | |
| 4860.100 | For contractual services | 63,000.00 | |
| 4860.700 | For contingencies | 1,000.00 | |
| | Total for Local Liquor Control Commissioner | 105,816.00 | |

## LICENSE APPEAL COMMISSION.

| Code | | Amounts Appropriated<br>$ | Amounts Levied<br>$ |
|---|---|---|---|
| 4870.000 | For personal services | 27,896.00 | |
| 4870.100 | For contractual services | 4,000.00 | |
| 4870.700 | For contingencies | 700.00 | |
| | Total for License Appeal Commission | 32,596.00 | |

## DEPARTMENT OF STREETS AND SANITATION.

### COMMISSIONER'S OFFICE.

| Code | | Amounts Appropriated<br>$ | Amounts Levied<br>$ |
|---|---|---|---|
| 5110.000 | For personal services | 497,334.00 | |
| 5110.100 | For contractual services | 10,000.00 | |
| 5110.200 | For travel | 15,000.00 | |
| 5110.300 | For commodities | 9,000.00 | |
| 5110.700 | For contingencies | 500.00 | |
| | Total for Commissioner's Office | 531,834.00 | |

### BUREAU OF SANITATION.

| Code | | Amounts Appropriated<br>$ | Amounts Levied<br>$ |
|---|---|---|---|
| 5310.000 | For personal services | 30,347,229.00 | 10,000,000.00 |
| 5310.100 | For contractual services | 7,264,601.00 | |
| 5310.200 | For travel | 276,600.00 | |
| 5310.300 | For commodities | 633,000.00 | |
| 5310.400 | For equipment | 10,000.00 | |
| 5310.700 | For contingencies | 2,000.00 | |
| 5310.801 | For enforcement of sanitation ordinances | 25,000.00 | |
| 5313.*** | For rodent control | 310,000.00 | |
| 5314.*** | For dead animal removal | 53,000.00 | |
| 5315.*** | For weed control | 70,000.00 | |
| | Total for Bureau of Sanitation | 38,991,430.00 | |

### BUREAU OF ELECTRICITY.

| Code | | Amounts Appropriated<br>$ | Amounts Levied<br>$ |
|---|---|---|---|
| 5410.000 | For personal services | 4,248,319.00 | |
| 5410.100 | For contractual services | 4,279,554.00 | |
| 5410.200 | For travel | 82,500.00 | |
| 5410.300 | For commodities | 949,000.00 | |
| 5410.400 | For equipment | 8,500.00 | |
| 5418.823 | For installation of fire alarm boxes | 35,000.00 | |
| | Total for Bureau of Electricity | 9,602,873.00 | |

**100—Corporate Fund.**

## BOARD OF LOCAL IMPROVEMENTS.

| Code | | Amounts Appropriated | Amounts Levied |
|---|---|---|---|
| | | $ | $ |
| 5910.000 | For personal services | 984,747.00 | |
| 5910.100 | For contractual services | 30,800.00 | |
| 5910.200 | For travel | 10,400.00 | |
| 5910.300 | For commodities | 11,250.00 | |
| 5910.801 | For expense incidental to the construction of public improvements | 2,500.00 | |
| | Total for Board of Local Improvements | 1,039,697.00 | |

## DEPARTMENT OF PUBLIC WORKS.

### COMMISSIONER'S OFFICE.

| Code | | Amounts Appropriated | Amounts Levied |
|---|---|---|---|
| 6110.000 | For personal services | 327,450.00 | |
| 6110.100 | For contractual services | 47,400.00 | |
| 6110.200 | For travel | 6,000.00 | |
| 6110.300 | For commodities | 5,000.00 | |
| 6110.700 | For contingencies | 1,000.00 | |
| | Total for Commissioner's Office | 386,850.00 | |

### BUREAU OF ENGINEERING.

### General.

| Code | | Amounts Appropriated | Amounts Levied |
|---|---|---|---|
| 6210.000 | For personal services | 100,000.00 | |
| 6210.100 | For contractual services | 74,100.00 | |
| 6210.200 | For travel | 400.00 | |
| 6210.300 | For commodities | 2,500.00 | |
| 6210.400 | For equipment | 5,000.00 | |
| 6210.801 | Maintenance of Chicago Freight Tunnel | 40,000.00 | |
| 6210.802 | For investment in Engineering Revolving Fund | 250,000.00 | |
| | Total for Bureau of Engineering—General | 472,000.00 | |

### Bridge Maintenance.

| Code | | Amounts Appropriated | Amounts Levied |
|---|---|---|---|
| 6250.000 | For personal services | 80,000.00 | |
| 6250.100 | For contractual services | 536,100.00 | |
| 6250.200 | For travel | 2,640.00 | |
| 6250.300 | For commodities | 10,000.00 | |
| 6250.400 | For equipment | 7,500.00 | |
| | Total for Bridge Maintenance | 636,240.00 | |
| | Total for Bureau of Engineering | 1,108,240.00 | |

**100—Corporate Fund.**

## BUREAU OF MAPS AND PLATS.

| Code | | Amounts Appropriated | Amounts Levied |
|---|---|---|---|
| | | $ | $ |
| 6310.000 | For personal services | 176,420.00 | |
| 6310.100 | For contractual services | 10,300.00 | |
| 6310.200 | For travel | 500.00 | |
| 6310.300 | For commodities | 3,220.00 | |
| | Total for Bureau of Maps and Plats | 190,440.00 | |

## BUREAU OF ARCHITECTURE AND BUILDING MAINTENANCE.

### Administration.

| | | | |
|---|---|---|---|
| 6411.000 | For personal services | 204,186.00 | |
| 6411.100 | For contractual services | 3,000.00 | |
| 6411.200 | For travel | 500.00 | |
| 6411.300 | For commodities | 4,000.00 | |
| | Total for Administration | 211,686.00 | |

### Provision of Architectural Services.

| | | | |
|---|---|---|---|
| 6412.000 | For personal services | 185,872.00 | |
| 6412.100 | For contractual services | 5,000.00 | |
| 6412.200 | For travel | 200.00 | |
| 6412.300 | For commodities | 2,500.00 | |
| | Total for Provision of Architectural Services | 193,572.00 | |

### Telephone Service Division.

| | | | |
|---|---|---|---|
| 6413.000 | For personal services | 201,551.00 | |
| 6413.100 | For contractual services | 386,500.00 | |
| | Total for Telephone Service Division | 588,051.00 | |

### Building Maintenance and Repair—General.

| | | | |
|---|---|---|---|
| 6414.000 | For personal services | 2,077,638.00 | |
| 6414.100 | For contractual services | 104,800.00 | |
| 6414.200 | For travel | 14,345.00 | |
| 6414.300 | For commodities | 213,566.00 | |
| 6414.400 | For equipment | 35,000.00 | |
| 6414.500 | For permanent improvements | 113,348.00 | |
| 6414.700 | For contingencies | 5,000.00 | |
| 6414.804 | Repairs to Exhibition Space—Navy Pier | 5,000.00 | |
| 6414.806 | Elevator maintenance and repair—City-owned buildings | 8,000.00 | |
| 6414.820 | Repairs or replacing roofing, City-owned buildings | 20,000.00 | |
| | Total for Building Maintenance and Repair—General | 2,596,697.00 | |

**100—Corporate Fund.**

**Bureau of Architecture and Building Maintenance—Continued.**

### Operation, Maintenance and Repair of Buildings Operated.

### City Hall.

| Code | | Amounts Appropriated | Amounts Levied |
|---|---|---|---|
| | | $ | $ |
| 6421.000 | For personal services | 1,047,361.00 | |
| 6421.100 | For contractual services | 190,000.00 | |
| 6421.300 | For commodities | 51,000.00 | |
| 6421.400 | For equipment | 4,500.00 | |
| 6421.500 | For permanent improvements | 345,000.00 | |
| 6421.806 | Elevator maintenance and repair | 56,000.00 | |
| | Total for City Hall | 1,693,861.00 | |

### Chicago Police Headquarters.

| Code | | Amounts Appropriated | Amounts Levied |
|---|---|---|---|
| 6422.000 | For personal services | 806,950.00 | |
| 6422.100 | For contractual services | 116,000.00 | |
| 6422.300 | For commodities | 60,500.00 | |
| 6422.400 | For equipment | 3,500.00 | |
| 6422.500 | For permanent improvements | 5,000.00 | |
| 6422.806 | Elevator maintenance and repair | 40,500.00 | |
| | Total for Chicago Police Headquarters | 1,032,450.00 | |

### Hubbard Street Building.

| Code | | Amounts Appropriated | Amounts Levied |
|---|---|---|---|
| 6424.000 | For personal services | 365,743.00 | |
| 6424.100 | For contractual services | 27,000.00 | |
| 6424.300 | For commodities | 29,250.00 | |
| 6424.400 | For equipment | 3,500.00 | |
| 6424.805 | Repair or replacement of sidewalk | 12,000.00 | |
| | Total for Hubbard Street Building | 437,493.00 | |

### Board of Health Clinic.

| Code | | Amounts Appropriated | Amounts Levied |
|---|---|---|---|
| 6425.000 | For personal services | 100,015.00 | |
| 6425.100 | For contractual services | 5,500.00 | |
| 6425.300 | For commodities | 7,500.00 | |
| | Total for Board of Health Clinic | 113,015.00 | |

### Central Office Building.

| Code | | Amounts Appropriated | Amounts Levied |
|---|---|---|---|
| 6426.000 | For personal services | 734,638.00 | |
| 6426.100 | For contractual services | 106,000.00 | |
| 6426.300 | For commodities | 65,500.00 | |
| 6426.400 | For equipment | 5,250.00 | |
| 6426.806 | Elevator and escalator maintenance and repair | 34,000.00 | |
| | Total for Central Office Building | 945,388.00 | |

### Municipal Heating Plant.

| Code | | Amounts Appropriated | Amounts Levied |
|---|---|---|---|
| 6429.000 | For personal services | 385,968.00 | |
| 6429.100 | For contractual services | 53,550.00 | |
| 6429.200 | For travel | 500.00 | |
| 6429.300 | For commodities | 328,900.00 | |
| 6429.400 | For equipment | 15,000.00 | |
| 6429.700 | For contingencies | 10,000.00 | |
| 6429.808 | Engineering costs of conversion to gas heat | 30,000.00 | |
| | **Total for Municipal Heating Plant** | 823,918.00 | |
| | **Total for Bureau of Architecture and Building Maintenance** | 8,636,131.00 | |

**100—Corporate Fund.**

## DEPARTMENT OF STREETS AND SANITATION.

## BUREAU OF FORESTRY, PARKWAYS AND BEAUTIFICATION.

| Code | | Amounts Appropriated | Amounts Levied |
|---|---|---|---|
| | | $ | $ |
| 6710.000 | For personal services | 1,472,549.00 | |
| 6710.100 | For contractual services | 108,614.00 | |
| 6710.200 | For travel | 5,700.00 | |
| 6710.300 | For commodities | 92,850.00 | |
| 6710.400 | For equipment | 35,500.00 | |
| 6710.500 | For permanent improvements | 80,000.00 | |
| 6710.700 | For contingencies | 350.00 | |
| | Total for Bureau of Forestry, Parkways and Beautification | 1,795,563.00 | |

## DEPARTMENT OF THE PORT OF CHICAGO.

### Administration.

| Code | | Amounts Appropriated | Amounts Levied |
|---|---|---|---|
| 8511.000 | For personal services | 261,789.00 | |
| 8511.100 | For contractual services | 123,200.00 | |
| 8511.200 | For travel | 15,000.00 | |
| 8511.300 | For commodities | 8,600.00 | |
| 8511.400 | For equipment | 30,400.00 | |
| 8511.500 | For permanent improvements | 50,000.00 | |
| 8511.700 | For contingencies | 10,000.00 | |
| 8511.802 | Labor and material to install and remove buoys in restricted areas | 3,000.00 | |
| | Total for Administration | 501,989.00 | |

### Operation of Bridges.

| Code | | Amounts Appropriated | Amounts Levied |
|---|---|---|---|
| 8512.000 | For personal services | 2,538,211.00 | |
| 8512.100 | For contractual services | 129,290.00 | |
| 8512.200 | For travel | 2,000.00 | |
| 8512.300 | For commodities | 25,750.00 | |
| 8512.400 | For equipment | 2,600.00 | |
| | Total for Operation of Bridges | 2,697,851.00 | |

### Operation and Maintenance of Navy Pier.

| Code | | Amounts Appropriated | Amounts Levied |
|---|---|---|---|
| 8516.000 | For personal services | 269,876.00 | |
| 8516.100 | For contractual services | 73,800.00 | |
| 8516.300 | For commodities | 16,400.00 | |
| 8516.400 | For equipment | 7,000.00 | |
| | Total for Navy Pier | 367,076.00 | |
| | Total for the Department of the Port of Chicago | 3,566,916.00 | |

**100—Corporate Fund.**

## DEPARTMENT OF AVIATION.

### Administration.

| Code | | Amounts Appropriated<br>$ | Amounts Levied<br>$ |
|---|---|---|---|
| 8611.000 | For personal services | 656,820.00 | |
| 8611.100 | For contractual services | 71,205.00 | |
| 8611.200 | For travel | 10,000.00 | |
| 8611.300 | For commodities | 6,000.00 | |
| 8611.400 | For equipment | 20,000.00 | |
| 8611.700 | For contingencies | 4,000.00 | |
| | Total for Administration | 768,025.00 | |

### Chicago Midway Airport.

| Code | | Amounts Appropriated<br>$ | Amounts Levied<br>$ |
|---|---|---|---|
| 8653.000 | For personal services | 1,244,053.00 | |
| 8653.100 | For contractual services | 1,137,085.00 | |
| 8653.200 | For travel | 955.00 | |
| 8653.300 | For commodities | 94,700.00 | |
| 8653.400 | For equipment | 96,500.00 | |
| 8653.500 | For permanent improvements | 550,000.00 | |
| 8653.700 | For contingencies | 3,000.00 | |
| | Total for Chicago Midway Airport | 3,126,293.00 | |

### Merrill C. Meigs Field.

| Code | | Amounts Appropriated<br>$ | Amounts Levied<br>$ |
|---|---|---|---|
| 8655.000 | For personal services | 258,369.00 | |
| 8655.100 | For contractual services | 110,215.00 | |
| 8655.200 | For travel | 470.00 | |
| 8655.300 | For commodities | 15,950.00 | |
| 8655.400 | For equipment | 19,450.00 | |
| 8655.500 | For permanent improvements | 51,500.00 | |
| 8655.700 | For contingencies | 500.00 | |
| | Total for Merrill C. Meigs Field | 456,454.00 | |
| | **Total for Department of Aviation** | 4,350,772.00 | |

**100—Corporate Fund.**

**Department of Finance—General.**

## DEPARTMENT OF FINANCE—GENERAL.

| Code | | Amounts Appropriated $ | Amounts Levied $ |
|---|---|---|---|
| 9112.000 | For personal services ........................... | 8,784,691.00 | |
| 9112.100 | For contractual services ........................... | 579,800.00 | |
| 9112.400 | For equipment ........................... | 75,000.00 | |
| 9112.600 | For land ........................... | 35,000.00 | |
| 9112.700 | For contingencies ........................... | 125,000.00 | |
| 9112.801 | For the analysis and implementation of improvements in departmental operations and management and personnel practices and controls and for publication of all studies and analyses made and for distribution thereof to the City Council: To be expended under the direction of the Mayor ...... | 250,000.00 | |
| 9112.802 | To provide for matching funds for grants currently in effect as well as new grants................. | 2,880,000.00 | |
| 9112.803 | For expense of the Chicago Committee on Urban Opportunity including the salary of the Executive Director ($25,000) ........................... | 650,000.00 | |
| 9112.806 | To exercise, if necessary, the City of Chicago's option to purchase the House of Correction Farm under the terms set out by ordinance passed July 15, 1969 (C.J. pp. 5875-6) and incorporated in the deed executed July 15, 1969 by the City of Chicago conveying the same to the Chicago Dwellings Association ........................... | 505,000.00 | |
| 9112.808 | For expense of Commission on Chicago Historical and Architectural Landmarks................. | 50,000.00 | |
| 9112.810 | For expense of relocation of City departments and agencies within the City Hall and to the Central Office Building ........................... | 50,000.00 | |
| 9112.922 | For payment of emergency shelter, hospital and medical expenses in the reception and care of abandoned infant children ................... | 12,000.00 | |
| 9112.924 | For payment of emergency shelter, hospital and medical expenses in the reception and care of dependent or neglected children................. | 5,000.00 | |
| 9112.926 | For payment of emergency shelter, hospital and medical expenses in the reception and care of destitute crippled children ...................... | 3,000.00 | |
| 9112.934 | Claims for damages and liabilities against the City when ordered paid by the City Council .......... | 130,000.00 | |
| 9112.936 | Claims under Workmen's Compensation Act........ | 1,200,000.00 | |
| 9112.937 | For payment of claims for hospital and medical expenses of City employes injured in the actual performance of their duties who are not included in the provisions of the Workmen's Compensation Act, as may be ordered by the City Council...... | 470,000.00 | |

**100—Corporate Fund.**

**Department of Finance—General—Continued.**

| Code | | Amounts Appropriated $ | Amounts Levied $ |
|---|---|---|---|
| 9112.940 | For payment to dependents of policemen and firemen killed or fatally injured in the performance of duty in accordance with the Act of the General Assembly of the State of Illinois, entitled: "An Act authorizing cities and villages to provide for the payments of allowances of money to the families or dependents of policemen or firemen killed or fatally injured while in the performance of their duties . . ." approved June 27, 1921, as amended, and the ordinance of the City Council based thereon | 250,000.00 | |
| 9112.942 | For paying the salary of any member of the Police or Fire Department killed in the line of duty for a period of one year commencing from the date of the death of the deceased member of the Police or Fire Department to the widow of the deceased member of the Police or Fire Department, or in the absence of a widow, to the guardian or person standing in loco parentis of dependent minor children, or in the absence of a widow or minor children, to dependent parents who were residents in the deceased member of the Police or Fire Department's household at the time of the injury which resulted in his death | 175,000.00 | |
| 9112.972 | For payments to City pension funds in lieu of contributions by officers and employes on leave of absence for training or service in the land or naval forces or merchant marine of the United States | 5,000.00 | |
| 9112.980 | For maintenance and operating expense of reading room at 921 W. Madison Street | 26,000.00 | |
| 9112.982 | For expense in connection with recognition and awards to citizens of Chicago for acts of heroism: To be expended on order of the City Council | 1,000.00 | |
| 9112.984 | Taxes and assessments on City property | 157,500.00 | |
| 9112.990 | For refunds for cancelled voucher warrants and payroll checks and for refunding duplicate payments and payments made in error | 18,000.00 | |
| 9112.992 | For reimbursement to Parking Revenue Fund for servicing parking meters (Park District) | 50,000.00 | |
| | Total for Department of Finance—General | 16,486,991.00 | |
| 9114.960 | For loss and cost in collection of taxes | 18,284,805.00 | 18,284,805.00 |
| | Total from Corporate Purposes Fund | 422,427,618.00 | 203,165,539.00 |
| | For expenditures ......... 404,142,813.00 | | |
| | For loss and cost ......... 18,284,805.00 | | |

## No. 6. CIVIL DEFENSE FUND—320

### CHICAGO CIVIL DEFENSE CORPS.

| Code | | Amounts Appropriated | Amounts Levied |
|---|---|---|---|
| | | $ | $ |
| 4810.000 | For personal services .......................... | 83,832.00 | 70,000.00 |
| 4810.100 | For contractual services ......................... | 105,000.00 | 60,000.00 |
| 4810.300 | For commodities .......................... | 6,000.00 | 2,000.00 |
| 4810.400 | For equipment .......................... | 60,000.00 | 50,000.00 |
| 4810.801 | For installation of air raid alarm system.......... | 15,000.00 | 4,550.00 |
| 4810.802 | For general public education and training programs relating to protection of life and property ...... | 15,000.00 | |
| 4810.804 | For procuring and storage of medical supplies and equipment as may be authorized by the City Council .................................... | 20,000.00 | |
| 4810.805 | For equipment and training material for Police and Fire Services ........................... | 30,000.00 | |
| 4810.806 | For such other expenditures as may be necessary in accordance with the requirements of the Illinois Civil Defense Act ............................ | 33,718.00 | |
| | Total for Civil Defense Corps ............... | 368,550.00 | |
| 4810.960 | For loss and cost in collection of taxes ........... | 18,450.00 | 18,450.00 |
| | Total from Civil Defense Fund .............. | 387,000.00 | 205,000.00 |

# No. 7. FORESTRY FUND—330

## DEPARTMENT OF STREETS AND SANITATION

## BUREAU OF FORESTRY, PARKWAYS AND BEAUTIFICATION.

### Forestry Division.

| Code | | Amounts Appropriated | Amounts Levied |
|---|---|---|---|
| | | $ | $ |
| 6710.000 | For personal services | 5,371,741.00 | 5,206,110.00 |
| 6710.100 | For contractual services | 388,748.00 | |
| 6710.200 | For travel | 34,450.00 | |
| 6710.300 | For commodities | 221,000.00 | |
| 6710.400 | For equipment | 134,000.00 | |
| 6710.500 | For permanent improvements | 5,000.00 | |
| 6710.600 | For land | 500.00 | |
| 6710.801 | For operating expense of the Chicago Beautiful Committee | 4,000.00 | |
| | Total for Forestry Division | 6,159,439.00 | |

### DEPARTMENT OF FINANCE—GENERAL.

| Code | | Amounts Appropriated | Amounts Levied |
|---|---|---|---|
| 9112.000 | For personal services | 145,936.00 | |
| 9112.100 | For contractual services | 5,000.00 | |
| 9112.934 | Claims for damages (when ordered paid by the City Council) | 3,500.00 | |
| 9112.936 | Claims under the Workmen's Compensation Act ... | 110,000.00 | |
| 9112.992 | Reimbursement to the Corporate Purposes Fund for services furnished by the Department of Finance and the Department of Purchases, Contracts and Supplies | 25,000.00 | |
| | Total for Department of Finance—General | 289,436.00 | |
| 9112.960 | For loss and cost in collection of taxes | 514,890.00 | 514,890.00 |
| | Total from Forestry Fund | 6,963,765.00 | 5,721,000.00 |

# CHICAGO PUBLIC LIBRARY.

## No. 8. LIBRARY FUND—BUILDINGS AND SITES—342

| Code | | Amounts Appropriated | Amounts Levied |
|---|---|---|---|
| | | $ | $ |
| 7110.100 | For contractual services | 730,800.00 | 630,000.00 |
| 7110.400 | For equipment | 421,476.00 | 370,000.00 |
| 7110.500 | For permanent improvements | 1,222,280.00 | 1,082,080.00 |
| 7110.600 | For land | 278,200.00 | |
| 7110.700 | For contingencies | 1,000.00 | |
| | Total for Buildings and Sites | 2,653,756.00 | |
| 7110.960 | For loss and cost in collection of taxes | 205,920.00 | 205,920.00 |
| | Total from Library Fund—Buildings and Sites | 2,859,676.00 | 2,288,000.00 |

## No. 9. LIBRARY FUND—MAINTENANCE AND OPERATION—346

| | | | |
|---|---|---|---|
| 7110.000 | For personal services | 10,722,684.00 | 10,112,828.00 |
| 7110.100 | For contractual services | 697,200.00 | |
| 7110.200 | For travel | 14,100.00 | |
| 7110.300 | For commodities | 1,843,900.00 | 300,000.00 |
| 7110.400 | For equipment | 72,400.00 | |
| 7110.956 | For bank service charges | 400.00 | |
| | Total for Maintenance and Operation | 13,350,684.00 | |
| 7110.960 | For loss and cost in collection of taxes | 1,029,840.00 | 1,029,840.00 |
| | Total from Library Fund—Maintenance and Operation | 14,380,524.00 | 11,442,668.00 |

## No. 10. MUNICIPAL TUBERCULOSIS SANITARIUM FUND—350

### MUNICIPAL TUBERCULOSIS SANITARIUM.

| Code | | Amounts Appropriated<br>$ | Amounts Levied<br>$ |
|---|---|---|---|
| 3210.000 | For personal services | 8,509,424.00 | 6,425,000.00 |
| 3210.100 | For contractual services | 340,000.00 | |
| 3210.200 | For travel | 6,600.00 | |
| 3210.300 | For commodities | 1,075,000.00 | 400,000.00 |
| 3210.400 | For equipment | 145,000.00 | |
| 3210.500 | For permanent improvements | 300,000.00 | |
| 3210.600 | For land | 40,000.00 | |
| 3210.700 | For contingencies | 800.00 | |
| 3210.930 | For general assistance for the needy | 600.00 | |
| 3210.936 | For payment of claims under Workmen's Compensation Act | 24,000.00 | |
| | Total for Municipal Tuberculosis Sanitarium | 10,441,424.00 | |
| 3210.960 | For loss and cost in collection of taxes | 675,000.00 | 675,000.00 |
| | Total from Municipal Tuberculosis Sanitarium Fund | 11,116,424.00 | 7,500,000.00 |

## No. 12. JUDGMENT TAX FUND—395

### DEBT SERVICE.

| Code | | Amounts Appropriated | Amounts Levied |
|---|---|---|---|
| 9112.905 | For payment of principal and interest on judgments | 5,170,500.00 | 4,500,000.00 |

## No. 14. BOND REDEMPTION AND INTEREST FUND—510

### DEBT SERVICE.

| Code | | Amounts Appropriated | Amounts Levied |
|---|---|---|---|
| | | $ | $ |
| | Amounts to be levied in 1970 for the payment of bonds and interest on bonds: | | |
| | For payment of bonds: | | |
| | Airport—1957 | 1,000,000.00 | |
| | Bridge and Viaduct—1957 | 1,250,000.00 | |
| | Bridge, Grade Separation and Viaduct—1959 | 1,000,000.00 | |
| | City Sign Shop and Storage Yard—1955 | 45,000.00 | |
| | Community Conservation Areas—1957 | 850,000.00 | |
| | Dock and Pier—1957 | 300,000.00 | |
| | Dock and Pier—1959 | 400,000.00 | |
| | Electric Street Lighting System—1955 | 869,000.00 | |
| | Electric Street Lighting System—1956 | 550,000.00 | |
| | Electric Street Lighting System—1957 | 1,250,000.00 | |
| | Electric Street Lighting System—1958 | 1,000,000.00 | |
| | Electric Street Lighting System—1959 | 1,500,000.00 | |
| | Fire Alarm System—1959 | 200,000.00 | |
| | Municipal Buildings—1957 | 800,000.00 | |
| | Municipal Buildings—1959 | 100,000.00 | |
| | Municipal Building—1966 | 2,000,000.00 | |
| | Playground and Recreation—1957 | 500,000.00 | |
| | Refuse Disposal—1957 | 800,000.00 | |
| | Refuse Disposal—1966 | 1,000,000.00 | |
| | Sewer—1955 | 1,738,000.00 | |
| | Sewer—1957 | 750,000.00 | |
| | Sewer—1959 | 1,000,000.00 | |
| | Slum Clearance—1957 | 850,000.00 | |
| | Superhighway Median Strips—1957 | 850,000.00 | |
| | Working Cash Bonds—1969 | 3,000,000.00 | |
| 9112.912 | Total for payment of bonds | 23,602,000.00 | 23,602,000.00 |
| 9112.914 | For interest on bonds | 13,448,425.00 | 13,448,425.00 |
| | Total for principal and interest | 37,050,425.00 | |
| 9112.960 | For Loss and Cost in Collecting Taxes | 3,664,328.00 | 3,664,328.00 |
| | **Total Bond Redemption and Interest Fund** | 40,714,753.00 | 40,714,753.00 |

## No. 15. CITY RELIEF FUND—660

| Code | | Amounts Appropriated | Amounts Levied |
|---|---|---|---|
| 9112.930 | For general assistance to persons in need thereof, residing within the City of Chicago, and expenditures for the administration thereof | 12,835,390.00 | 10,412,821.00 |
| 9114.960 | For loss and cost in collection of taxes | 1,029,839.00 | 1,029,839.00 |
| | Total from City Relief Fund | 13,865,229.00 | 11,442,660.00 |

**Pension Funds.**

## No. 16. MUNICIPAL EMPLOYES' ANNUITY AND BENEFIT FUND—681

| Code | | Amounts Appropriated<br>$ | Amounts Levied<br>$ |
|---|---|---|---|
| 9216.976 | For the amount of tax to be levied in the year 1970 as certified to the City Council by the Retirement Board of the Municipal Employes' Annuity and Benefit Fund of the City of Chicago for the purpose of providing revenue for the fund under the provisions of an act known as the Illinois Pension Code, approved March 18, 1963, as amended, with special reference to the continuance, under Article 8 of the Illinois Pension Code (Illinois Revised Statutes, Chapter 108½), of an act entitled, "An Act to provide for the creation, setting apart, maintenance and administration of a municipal employes', officers', and officials' annuity and benefit fund in cities having a population exceeding two hundred thousand inhabitants," approved June 29, 1921, as amended | 15,118,000.00 | 15,118,000.00 |

## No. 17. LABORERS' AND RETIREMENT BOARD EMPLOYES' ANNUITY AND BENEFIT FUND—682

| | | | |
|---|---|---|---|
| 9216.976 | For the amount of tax to be levied in the year 1970 as certified to the City Council by the Retirement Board of the Laborers' and Retirement Board Employes' Annuity and Benefit Fund of the City of Chicago for the purpose of providing revenue for the fund under the provisions of an act known as the Illinois Pension Code, approved March 18, 1963, as amended, with special reference to the continuance, under Article 11 of the Illinois Pension Code (Illinois Revised Statutes, Chapter 108½), of an act entitled, "An Act to provide for the creation, setting apart, maintenance and administration of a laborers' retirement board employes' annuity and benefit fund in cities having a population exceeding two hundred thousand inhabitants," approved June 21, 1935, as amended | 4,485,000.00 | 4,485,000.00 |

**Pension Funds.**

## No. 18. POLICEMEN'S ANNUITY AND BENEFIT FUND—683

| Code | | Amounts Appropriated<br>$ | Amounts Levied<br>$ |
|---|---|---|---|
| 9216.976 | For the amount of tax to be levied in the year 1970 as certified to the City Council by the Retirement Board of the Policemen's Annuity and Benefit Fund of the City of Chicago for the purpose of providing revenue for the fund under the provisions of an act known as the Illinois Pension Code, approved March 18, 1963, as amended, with special reference to the continuance, under Article 5 of the Illinois Pension Code (Illinois Revised Statutes, Chapter 108½), of an act entitled, "An Act to provide for the creation, setting apart, maintenance and administration of a policemen's annuity and benefit fund in cities having a population exceeding two hundred thousand inhabitants," approved June 29, 1921, as amended.............................. | 13,047,000.00 | 13,047,000.00 |

## No. 19. FIREMEN'S ANNUITY AND BENEFIT FUND—684

| Code | | Amounts Appropriated<br>$ | Amounts Levied<br>$ |
|---|---|---|---|
| 9216.976 | For the amount of tax to be levied in the year 1970 as certified to the City Council by the Retirement Board of the Firemen's Annuity and Benefit Fund of the City of Chicago for the purpose of providing revenue for the fund under the provisions of an act known as the Illinois Pension Code, approved March 18, 1963, as amended, with special reference to the continuance, under Article 6 of the Illinois Pension Code (Illinois Revised Statutes, Chapter 108½), of an act entitled, "An Act to provide for the creation, setting apart, maintenance and administration of a firemen's annuity and benefit fund in cities having a population exceeding five hundred thousand inhabitants," approved June 12, 1931, as amended .......................... | 10,017,000.00 | 10,017,000.00 |

**Pension Funds.**

## No. 20. PARK EMPLOYES' ANNUITY AND BENEFIT FUND—691

| Code | | Amounts Appropriated | Amounts Levied |
|---|---|---|---|
| | | $ | $ |
| 9216.976 | For the amount of tax to be levied in the year 1970 for the City's contribution to provide the benefits to which park district employes, their dependents and beneficiaries are entitled under the provisions of an act known as the Illinois Pension Code (Illinois Revised Statutes, Chapter 108½ Article 12) and under the provisions of "An Act to provide for the creation, setting apart, formation, administration and disbursement of a park employes' and retirement board, employes' annuity and benefit fund" as amended by act approved July 11, 1957, in respect to park district employes, other than policemen, who are transferred to the employment of the city by virtue of "An Act in relation to an exchange of certain functions, property and personnel among cities, and park districts having coextensive geographic areas and populations in excess of 500,000", approved July 5, 1957, effective January 1, 1959 | 60,000.00 | 60,000.00 |

Total Tax Levy ............ $329,706,620.00

SECTION 2. The City Clerk is directed to file certified copies of this ordinance, together with copies of the annexed annual appropriation ordinance for the year 1970, with the County Clerk of Cook County and with the County Clerk of Du Page County.

SECTION 3. This ordinance shall be effective upon its passage.

### CITY COUNCIL INFORMED THAT CHICAGO TAX LEVY ORDINANCE WAS APPROVED BY MAYOR.

Thereupon Honorable Richard J. Daley, Mayor, informed the City Council that the foregoing ordinance levying taxes for the Year 1970 for all corporate purposes of the City of Chicago was deposited in the office of the City Clerk immediately after the passage thereof by the City Council and that it was thereupon transmitted by the City Clerk to the Mayor and that it was approved and signed by the Mayor; and upon motion of Alderman Keane it was ordered that the record so show.

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### Authority Granted for Issuance and Sale of City of Chicago Tax Anticipation Warrants for Corporate Purposes for Year 1970.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published in the Journal of the Proceedings of January 19, 1970, pages 7779-7780, recommending that the City Council pass a proposed ordinance to authorize the issuance and sale of City of Chicago Tax Anticipation Warrants against taxes levied for various City funds for the year 1970 [proposed ordinance printed in Committee Pamphlet No. 20].

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Metcalfe, Holman, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Jambrone, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda—37.

*Nays*—None.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said ordinance as passed:

WHEREAS, There is not sufficient money in the Treasury of the City of Chicago to meet and defray all necessary expenses and liabilities payable from the respective funds of the City; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The Mayor and City Comptroller are authorized to execute, issue and sell warrants against and in anticipation of the taxes levied by the City of Chicago for the year 1970 for each of the following funds, respectively:

Corporate Purposes Fund
Civil Defense Fund
Forestry Fund
Judgment Tax Fund
Bond Redemption and Interest Fund
Chicago Public Library—Maintenance and Operation Fund
Chicago Public Library—Buildings and Sites Fund
Municipal Tuberculosis Sanitarium Fund
City Relief (General Assistance) Fund

Such warrants shall be issued within the limitations by and in conformity with Sections 8-1-11 to 8-1-12, inclusive, of the Illinois Municipal Code, as amended by House Bill 2383 passed by the 76th General Assembly on June 19, 1969, and approved by the Governor of the State of Illinois on July 28, 1969.

SECTION 2. The Mayor and City Comptroller be and are hereby authorized to sell such warrants from time to time to the funds of the City now held in the Treasury of the City of Chicago, which are set aside for use for particular purposes, but which are not immediately necessary for those purposes. All such warrants issued and sold to such funds of the City shall bear interest at the rate not to exceed four per cent (4%) per annum, and shall be payable as required by law.

SECTION 3. The Mayor and City Comptroller are authorized to execute and issue and sell such warrants to purchasers other than to funds held in the Treasury of the City of Chicago not immediately necessary for the purposes for which such funds are held. They shall bear interest at a rate of not to exceed seven per cent (7%) per annum and be of such dates and denominations as the Mayor and City Comptroller shall deem necessary and advisable.

SECTION 4. These warrants shall be in substantially the following form:

STATE OF ILLINOIS
COUNTY OF COOK
CITY OF CHICAGO TAX ANTICIPATION WARRANT
........................................ PURPOSE

No. .................... $....................

The Treasurer of the City of Chicago, Cook County, Illinois, from the proceeds of taxes levied for the year 1970, for .............................. purposes, when received will pay to Bearer the sum of ........... ...................................... Dollars ($...................) with interest at the rate of ...................................... per cent (............%) per annum from the date hereof until paid or until the Comptroller of said City by publication of a notice in a newspaper published in the City of Chicago, Illinois, shall give notice to the holder that money for the payment of this warrant is available, and shall in such notice fix a date for the presentation and payment hereof.

This warrant is one of a series of warrants which are numbered consecutively in the order of their issuance, issued in anticipation of said taxes so levied for the year 1970 for ...................................... purposes, and is payable, both principal and interest, in the numerical order of issuance beginning with the warrant having the lowest number solely from said taxes when collected and not otherwise, which taxes are assigned and pledged to the payment of this warrant and of all warrants issued against and in anticipation of such taxes in the numerical order of their issuance as aforesaid, the total amount of such warrants issued, of which this warrant is one, does not exceed the amount prescribed by law, and this warrant shall be received by any collector of taxes in payment of the taxes against which it is issued.

In Witness Whereof, The City of Chicago, by its City Council, has caused the seal of said City to be affixed hereto and this warrant to be signed by its Mayor and countersigned by its Comptroller as of the ...................... day of ............................, 1970.

............................................
Mayor

Countersigned:

............................................
Comptroller

SECTION 5. From time to time as warrants are issued, sold and delivered to purchasers for value, it shall be the duty of the City Comptroller to file in the office of the City Clerk a certificate evidencing the execution and delivery to purchasers of such warrants, identifying the warrants by number, denomination and rate of interest.

SECTION 6. This ordinance shall be effective from and after its passage.

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### Taxes Levied for School Purposes of Board of Education for Year 1970.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published in the Journal of the Proceedings of January 19, 1970, page 7780, recommending that the City Council pass a proposed ordinance to levy taxes for school purposes of the Board of Education for the year 1970 [proposed ordinance printed in Committee Pamphlet No. 20].

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Holman, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Jambrone, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Scholl, McCutcheon, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda—34.

*Nays*—Alderman Rayner—1.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said ordinance as passed:

Levy of Taxes for the Year 1970 for School Purposes of the Board of Education of the City of Chicago.

WHEREAS, The Board of Education of the City of Chicago, at an adjourned regular meeting held January 15, 1970, duly adopted the Annual School Budget of the Board of Education of the City of Chicago for the fiscal year 1970, which budget contains the actual or estimated liabilities of previous years and estimates of all expenditures or charges to be made or incurred during said fiscal year 1970 for any of the purposes for which said Board of Education is authorized by law to make expenditures, and also detailed estimates of all balances available at the beginning of said fiscal year 1970, for expenditures during the year 1970, and also detailed estimates of all current revenue applicable to expenditures or charges to be made or incurred during said year 1970, including all taxes, contributions, rents, fees, perquisites and all other types of revenue; and

WHEREAS, Said budget also contains the appropriations to defray all estimated expenditures and liabilities of the Board of Education of the City of Chicago, to be paid or incurred during the fiscal year commencing January 1, 1970; and

WHEREAS, The items appropriated for and the objects and purposes for the same are therein and thereby specified for each of the several funds, organizations, units, purposes or objects, including liabilities incurred during previous years, which Annual School Budget is herein referred to and made a part hereof and which is now on file in the Office of the Secretary of the Board of Education; and

WHEREAS, Thereafter at said adjourned regular meeting the Board of Education of the City of Chicago duly adopted a resolution demanding and directing the City Council of the City of Chicago to levy school taxes for the year 1970, which resolution is in words and figures as follows:

*Resolved,* and it is hereby certified by the Board of Education of the City of Chicago, that it requires to be levied for the year 1970 upon the equalized assessed value of the taxable property in the City of Chicago, a school tax for Educational Purposes, a school tax for Building Purposes and the Purchase of School Grounds, a school tax for the Purpose of Furnishing Free Textbooks in the Public Schools, a school tax for the Purpose of establishing, equipping, maintaining and operating playgrounds adjacent to or connected with any Public School and for Recreational Purposes in connection with any Public School, a school tax for the Purpose of Providing Revenue for the Public School Teachers' Pension and Retirement Fund, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-1, Schiller School, a school tax for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Bonds of 1953, a school tax for the Purpose of Providing Revenue for the payment of the Principal of and Interest on School Building Bonds of 1954, a school tax for the Purpose of Providing Revenue for the payment of the Principal of and Interest on School Building Bonds of 1955, a school tax for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Bonds of 1956, a school tax for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Bonds of 1957, a school tax for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Bonds of 1958, a school tax for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Bonds of 1959, a school tax for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Bonds of 1960, a school tax for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Bonds, Series A, a school tax for the purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Bonds, Series B, a school tax for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Bonds, Series C, a school tax for the Purpose of Providing Revenue for the payment of the Principal of and Interest on Working Cash Fund Bonds, a school tax for the Purpose of Providing Revenue for the payment of the Principal of and Interest on School Building Bonds, Series D, a school tax for the Purpose of Providing Revenue for the payment of the Principal of and Interest on School Building Bonds of 1967, and a school tax for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on Working Cash Fund Bonds of 1967, as follows:

| | |
|---|---|
| For Educational Purposes ........ | $229,997,640.00 |
| For Building Purposes and the Purchase of School Grounds........ | 32,225,424.00 |
| For the Purpose of Furnishing Free Textbooks in the Public Schools.. | 9,154,134.00 |

| | | |
|---|---|---|
| For the Purpose of Establishing, Equipping, Maintaining and Operating Playgrounds adjacent to or connected with any Public School and for Recreational Purposes in connection with any Public School | | $6,865,601.00 |
| For the Purpose of Providing Revenue for the Public School Teachers' Pension and Retirement Fund | | 15,104,322.00 |
| For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-1, Schiller School | $36,204.00 | |
| For estimated loss and cost of collection and deferred collections | 3,148.00 | 39,352.00 |
| For the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Bonds of 1953 | $571,875.00 | |
| For estimated loss and cost of collection, deferred collections and abatements of such tax | 49,728.00 | 621,603.00 |
| For the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Bonds of 1954 | $674,218.00 | |
| For estimated loss and cost of collection, deferred collections and abatements of such tax | 58,628.00 | 732,846.00 |
| For the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Bonds of 1955 | $688,281.00 | |
| For estimated loss and cost of collection, deferred collections and abatements of such tax | 59,851.00 | 748,132.00 |
| For the Purpose of Providing Revenue for the payment of the Principal of and Interest on School Building Bonds of 1956 | $1,456,250.00 | |
| For estimated loss and cost of collection, deferred collections and abatements of such tax | 126,630.00 | 1,582,880.00 |
| For the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Bonds of 1957 | $1,703,437.00 | |
| For estimated loss and cost of collection, deferred collections and abatements of such tax | 148,125.00 | 1,851,562.00 |
| For the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Bonds of 1958 | $1,788,500.00 | |
| For estimated loss and cost of collection, deferred collections and abatements of such tax | 155,522.00 | 1,944,022.00 |
| For the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Bonds of 1959 | $ 746,000.00 | |
| For estimated loss and cost of collection, deferred collections and abatements of such tax | 64,870.00 | $810,870.00 |
| For the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Bonds of 1960 | $1,047,375.00 | |
| For estimated loss and cost of collection, deferred collections and abatements of such tax | 91,076.00 | 1,138,451.00 |
| For the Purpose of Providing Revenue for the Payment of the Princcipal of and Interest on School Building Bonds, Series A | $700,375.00 | |
| For estimated loss and cost of collection, deferred collections and abatements of such tax | 60,902.00 | 761,277.00 |
| For the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Bonds, Series B | $1,038,500.00 | |
| For estimated loss and cost of collection, deferred collections and abatements of such tax | 90,304.00 | 1,128,804.00 |
| For the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Bonds, Series C | $600,187.00 | |
| For estimated loss and cost of collection, deferred collections and abatements of such tax | 52,190.00 | 652,377.00 |
| For the Purpose of Providing Revenue for the Payment of the Principal of and Interest on Working Cash Fund Bonds | $2,812,125.00 | |
| For estimated loss and cost of collection, deferred collections and abatements of such tax | 244,533.00 | 3,056,658.00 |
| For the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Bonds, Series D | $1,310,500.00 | |
| For estimated loss and cost of collection, deferred collections and abatements of such tax | 113,956.00 | 1,424,456.00 |
| For the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Bonds of 1967 | $2,070,775.00 | |
| For estimated loss and cost of collections, deferred collections and abatements of such tax | 180,067.00 | 2,250,842.00 |

| | | |
|---|---|---|
| For the Purpose of Providing Revenue for the Payment of the Principal of and Interest on Working Cash Fund Bonds of 1967 ...... .................. | $7,035,300.00 | |
| For estimated loss and cost of collections, deferred collections and abatements of such tax......... .................. | 611,765.00 | $7,647,065.00 |

as said purposes and amounts are further set forth in the Annual School Budget of the Board of Education of the City of Chicago for the fiscal year 1970, which Annual School Budget of the Board of Education of the City of Chicago for the fiscal year 1970 has been duly adopted by said Board of Education of the City of Chicago, which is herein referred to and made a part hereof, and which is now on file in the office of the Secretary of the Board of Education of the City of Chicago; and

*Be It Further Resolved,* That formal demand and direction be and the same hereby are made upon the City Council of the City of Chicago to levy the aforesaid school taxes for the year 1970; and

*Be It Further Resolved,* That the President and Secretary of this Board be and they are hereby authorized and directed to present and file with the City Council of the City of Chicago this Order, Demand and Direction by certified copy thereof; and

WHEREAS, Thereafter a certified copy of said resolution was filed by the President and Secretary of the Board of Education of the City of Chicago with the City Council of the City of Chicago; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the sum of Three Hundred Nineteen Million, Seven Hundred Thirty-Eight Thousand, Three Hundred Eighteen Dollars ($319,738,318.)) being the total of the appropriations heretofore legally made by the Board of Education of the City of Chicago which are to be collected from the tax levy for the current fiscal year 1970 of the Board of Education of the City of Chicago, for all school purposes of the Board of Education of the City of Chicago, for Educational purposes, for Building Purposes and the Purchase of School Grounds, for the Purpose of Furnishing Free Textbooks in the Public Schools, for the Purpose of Establishing, Equipping, Maintaining and Operating Playgrounds adjacent to or connected with any Public School and for Recreational Purposes in connection with any public school, for the Purpose of Providing Revenue for the Public School Teachers' Pension and Retirement Fund, for the Purpose of Providing Revenue for the Payment of the expenses of operation and maintenance of Public Building Commission Project BE-1, Schiller School, for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Bonds of 1953, for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Buildings Bonds of 1954, for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Bonds of 1955, for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Bonds of 1956, for the Purpose of Providing Revenue for the payment of the Principal of and Interest on School Building Bonds of 1957, for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Bonds of 1958, for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Bonds of 1959, for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Bonds of 1960, for the Purpose of Providing Revenue for the payment of the Principal of and Interest on School Building Bonds, Series A, for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Bonds, Series B, for the Purpose of Providing Revenue for the payment of the Principal of and Interest on School Building Bonds, Series C, for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on Working Cash Fund Bonds, for the Purpose of Providing Revenue for the payment of the Principal of and Interest on School Building Bonds, Series D, for the purpose of Providing Revenue for the payment of the Principal of and Interest on School Building Bonds of 1967, for the Purpose of Providing Revenue for the Payment of the Principal of and interest on Working Cash Fund Bonds of 1967, as appropriated for the current fiscal year 1970, by the Annual School Budget of the Board of Education of the City of Chicago, passed by the Board of Education of the City of Chicago at the adjourned regular meeting of the Board of Education of the City of Chicago, held on the 15th day of January, 1970, be and the same hereby is levied for the year 1970, on all property within the said City of Chicago subject to taxation for the current year, the specific amounts as levied for the various purposes herein named being indicated herein by being placed in a separate column headed "Amounts To Be Included in Tax Levy" which appears over the same, the said tax so levied being for the current fiscal year of the Board of Education of the City of Chicago, for the said appropriations to be collected from said tax levy, the total of which has been ascertained as aforesaid, in the said Annual School Budget of the Board of Education of the City of Chicago for the fiscal year 1970, reference to which is hereby made, and which Annual School Budget is hereby made a part hereof and is on file with the Secretary of the Board of Education of the City of Chicago, and which specific amounts and various appropriations are as follows:

| | | *Amounts To Be Included In Tax Levy* |
|---|---|---|
| For Educational Purposes ........ | | $229,997,640.00 |
| For Building Purposes and the Purchase of School Grounds........ | | 32,225,424.00 |
| For the Purpose of Furnishing Free Textbooks in the Public Schools.. | | 9,154,134.00 |
| For the Purpose of Establishing, Equipping, Maintaining and Operating Playgrounds adjacent to or connected with any Public School and for Recreational Purposes in connection with any Public School | | 6,865,601.00 |
| For the Purpose of Providing Revenue for the Public School Teachers' Pension and Retirement Fund | | 15,104,322.00 |
| For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-1, Schiller School ........... | $ 36,204.00 | |
| For estimated loss and cost of collection and deferred collections .................. | 3,148.00 | 39,352.00 |

| | | *Amounts To Be Included In Tax Levy* |
|---|---|---|
| For the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Bonds of 1953 | $571,875.00 | |
| For estimated loss and cost of collection, deferred collections and abatements of such tax | 49,728.00 | $621,603.00 |
| For the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Bonds of 1954 | $674,218.00 | |
| For estimated loss and cost of collection, deferred collections and abatements of such tax | 58,628.00 | 732,846.00 |
| For the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Bonds of 1955 | $688,281.00 | |
| For estimated loss and cost of collection, deferred collections and abatements of such tax | 59,851.00 | 748,132.00 |
| For the Purpose of Providing Revenue for the payment of the Principal of and Interest on School Building Bonds of 1956 | $1,456,250.00 | |
| For estimated loss and cost of collection, deferred collections and abatements of such tax | 126,630.00 | 1,582,880.00 |
| For the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Bonds of 1957 | $1,703,437.00 | |
| For estimated loss and cost of collection, deferred collections and abatements of such tax | 148,125.00 | 1,851,562.00 |
| For the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Bonds of 1958 | $1,788,500.00 | |
| For estimated loss and cost of collection, deferred collections and abatements of such tax | 155,522.00 | 1,944,022.00 |
| For the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Buildings Bonds of 1959 | $746,000.00 | |
| For estimated loss and cost of collection, deferred collections and abatements of such tax | 64,870.00 | 810,870.00 |
| For the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Bonds of 1960 | $1,047,375.00 | |
| For estimated loss and cost of collection, deferred collections and abatements of such tax | 91,076.00 | $1,138,451.00 |
| For the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Bonds, Series A | $700,375.00 | |
| For estimated loss and cost of collection, deferred collections and abatements of such tax | 60,902.00 | 761,277.00 |
| For the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Bonds, Series B | $1,038,500.00 | |
| For estimated loss and cost of collection, deferred collections and abatements of such tax | 90,304.00 | 1,128,804.00 |
| For the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Bonds, Series C | $600,187.00 | |
| For estimated loss and cost of collection, deferred collections and abatements of such tax | 52,190.00 | 652,377.00 |
| For the Purpose of Providing Revenue for the Payment of the Principal of and Interest on Working Cash Fund Bonds | $2,812,125.00 | |
| For estimated loss and cost of collection, deferred collections and abatements of such tax | 244,533.00 | 3,056,658.00 |
| For the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Bonds, Series D | $1,310,500.00 | |
| For estimated loss and cost of collection, deferred collections and abatements of such tax | 113,956.00 | 1,424,456.00 |
| For the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Bonds of 1967 | $2,070,775.00 | |
| For estimated loss and cost of collections, deferred collections and abatements of such tax | 180,067.00 | 2,250,842.00 |
| For the Purpose of Providing Revenue for the Payment of the Principal of and Interest on Working Cash Fund Bonds of 1967 | $7,035,300.00 | |
| For estimated loss and cost of collections, deferred collections and abatements of such tax | 611,765.00 | 7,647,065.00 |

SECTION 2. The City Clerk is hereby directed to file with the County Clerk of Cook County, Illinois, and with the County Clerk of DuPage County, Illinois, a copy of this ordinance duly certified by said City Clerk.

SECTION 3. This ordinance shall take effect and be in force from and after its passage and approval.

### CITY COUNCIL INFORMED THAT SCHOOL TAX LEVY ORDINANCE FOR YEAR 1970 WAS APPROVED BY MAYOR.

Thereupon Honorable Richard J. Daley, Mayor, informed the City Council that the foregoing ordinance levying taxes for School Purposes of the Board of Education of the City of Chicago for the year 1970 was deposited in the Office of the City Clerk immediately after the passage thereof by the City Council and that it was thereupon transmitted by the City Clerk to the Mayor, and that it was then approved and signed by the Mayor; and upon motion of Alderman Keane it was ordered that the record so show.

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### Authority Granted for Issuance of Tax Anticipation Warrants for Year 1970 for Educational Purposes of Board of Education.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published in the Journal of the Proceedings of January 19, 1970, page 7780, recommending that the City Council pass a proposed ordinance to authorize the issuance of Tax Anticipation Warrants for the year 1970 for educational purposes of the Board of Education [proposed ordinance printed in Committee Pamphlet No. 20].

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Holman, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Jambrone, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Scholl, McCutcheon, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda—34.

*Nays*—Alderman Rayner—1.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said ordinance as passed:

An Ordinance

Authorizing the Issuance of Tax Anticipation Warrants for the Year 1970—Educational Purposes—Board of Education.

WHEREAS, The Board of Education of the City of Chicago by resolution duly adopted at a regular meeting thereof did find that there is not sufficient money in the treasury to meet the ordinary and necessary expenses chargeable under the law against the Educational tax and requested the City Council of the City of Chicago to authorize the issuance of warrants drawn against and in anticipation of the collection of the tax for Educational Purposes for the year 1970, levied by the City Council for said purposes, to an amount not exceeding seventy-five per centum of the total amount of said Educational tax levy for the purpose of providing funds to meet the ordinary and necessary expenses of the schools of the City of Chicago for such purposes; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Mayor and the Comptroller be, and they hereby are, authorized upon the request of the Board of Education of the City of Chicago, to issue warrants against and in anticipation of the collection of the Educational tax levied by the City Council for the payment of ordinary and necessary expenses chargeable against the Educational tax of the public schools of the City of Chicago for the year 1970 (the funds for the purpose having been exhausted) to the extent of seventy-five per centum of the total amount of said Educational tax levy; such warrants to be issued only in conformity with Sections 34-23 and 34-24 of the School Code, approved March 18, 1961, as amended, and to bear interest at not to exceed the statutory rate from the date of their issuance until paid, or until notice shall be given by publication in a newspaper or otherwise that the money for the payment of said warrants is available and that said warrants will be paid upon presentation.

SECTION 2. This ordinance shall be in force and effect from and after the date of its passage.

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### Authority Granted for Issuance of Tax Anticipation Warrants for Year 1970 for Building Purposes of Board of Education.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published in the Journal of the Proceedings of January 19, 1970, page 7780, recommending that the City Council pass a proposed ordinance to authorize the issuance of Tax Anticipation Warrants for the year 1970 for building purposes of the Board of Education [proposed ordinance printed in Committee Pamphlet No. 20].

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Holman, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Jambrone, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Scholl, McCutcheon, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda—34.

*Nays*—Alderman Rayner—1.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said ordinance as passed:

An Ordinance

Authorizing the Issuance of Tax Anticipation Warrants for the Year 1970—Building Purposes—Board of Education.

WHEREAS, The Board of Education of the City of Chicago by resolution duly adopted at a regular meeting thereof did find that there is not sufficient money in the treasury to meet the ordinary and necessary expenses chargeable under the law against the Building tax and requested the City Council of the City of Chicago to authorize the issuance of warrants drawn against and in anticipation of the collection of the tax for Building Purposes and the Purchase of School Grounds for the year 1970, levied by the City Council for said purposes, to an amount not exceeding seventy-five per centum of the total amount of said Building tax levy, for the purpose of providing funds to meet the ordinary and necessary expenses of the schools of the City of Chicago for such purposes; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Mayor and Comptroller be and they hereby are authorized, upon the request of the Board of Education of the City of Chicago, to issue warrants against and in anticipation of the collection of the Building tax levied by the City Council for the payment of ordinary and necessary expenses chargeable against the Building tax of the public schools of the City for the year 1970 (the funds for the purpose having been exhausted) to the extent of seventy-five per centum of the total amount of said Building tax levy; such warrants to be issued only in conformity with Sections 34-23 and 34-24 of the School Code, approved March 18, 1961, as amended, and to bear interest at not to exceed the statutory rate from the date of their issuance until paid, or until notice shall be given by publication in a newspaper or otherwise that the money for the payment of said warrants is available and that the said warrants will be paid upon presentation.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

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### Authority Granted for Issuance of Tax Anticipation Warrants for Year 1970 for School Playground and Recreational Purposes of Board of Education.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published in the Journal of the Proceedings of January 19, 1970, page 7780, recommending that the City Council pass a proposed ordinance to authorize the issuance of Tax Anticipation Warrants for the year 1970 for school playground and recreational purposes of the Board of Education [proposed ordinance printed in Committee Pamphlet No. 20].

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Holman, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Jambrone, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Scholl, McCutcheon, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda—34.

*Nays*—Alderman Rayner—1.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said ordinance as passed:

An Ordinance

Authorizing the Issuance of Tax Anticipation Warrants for the Year 1970—School Playground and Recreational Purposes—Board of Education.

WHEREAS, The Board of Education of the City of Chicago by resolution duly adopted at a regular meeting thereof did find that there is not sufficient money in the treasury to meet the ordinary and necessary expenses chargeable under the law against the School Playground and Recreational Purposes tax and requested the City Council of the City of Chicago to authorize the issuance of warrants drawn against and in anticipation of the collection of the tax for Playground Purposes and for the purpose of equipping, maintaining and operating playgrounds adjacent to or connected with any public school and for recreational purposes in connection with any public school under the control of the Board of Education of the City of Chicago, for the year 1970, levied by the City Council for said purposes, to an amount not exceeding seventy-five per centum of the total amount of said School Playground and Recreational Purposes tax levy, for the purpose of providing funds to meet the ordinary and necessary expenses of the Board of Education of the City of Chicago for such purposes; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Mayor and the Comptroller be and they hereby are authorized, upon the request of the Board of Education of the City of Chicago, to issue warrants against and in anticipation of the collection of the tax levied for the payment of the ordinary and necessary expenses for Playground Purposes and for the purpose of equipping, maintaining and operating playgrounds adjacent to or connected with any public school and for recreational purposes in connection with any public school under the control of the Board of Education of the City of Chicago for the year 1970 (the funds for the purpose having been exhausted), to the extent of seventy-five per centum of the total amount of said school Playground and Recreational Purposes tax levied for such purposes; such warrants to be issued only in conformity with Sections 34-63 and 34-64 of the School Code, approved March 18, 1961, as amended, and to bear interest at not to exceed the statutory rate from the date of their issuance until paid, or until notice shall be given by publication in a newspaper or otherwise that the money for the payment of said warrants is available and that said warrants will be paid upon presentation.

SECTION 2. This ordinance shall be in force and effect from and after the date of its passage.

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### Authority Granted for Issuance of Tax Anticipation Warrants for Year 1970 for Free Textbook Purposes of Board of Education.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published in the Journal of the Proceedings of January 19, 1970, pages 7780-7781, recommending that the City Council pass a proposed ordinance to authorize the issuance of Tax Anticipation Warrants for the year 1970 for free textbook purposes of the Board of Education [proposed ordinance printed in Committee Pamphlet No. 20].

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Holman, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Jambrone, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Scholl, McCutcheon, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda—34.

*Nays*—Alderman Rayner—1.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said ordinance as passed:

An Ordinance
Authorizing the Issuance of Tax Anticipation Warrants for the Year 1970—Free Textbook Purposes—Board of Education.

WHEREAS, The Board of Education of the City of Chicago by resolution duly adopted at a regular meeting thereof did find that there is not sufficient money in the treasury to meet the ordinary and necessary expenses chargeable under the law against the Free Textbook tax and requested the City Council of the City of Chicago to authorize the issuance of warrants drawn against and in anticipation of the collection of the tax for Free Textbook Purposes for the year 1970, levied by the City Council for said purposes, to an amount not exceeding seventy-five per centum of the total amount of said Free Textbook tax levy, for the purpose of providing funds to meet the ordinary and necesary expenses of the schools of the City of Chicago for such purposes; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Mayor and the Comptroller be, and they hereby are, authorized upon the request of the Board of Education of the City of Chicago to issue warrants against and in anticipation of the collection of the Free Textbook tax levied by the City Council for the payment of ordinary and necessary expenses chargeable against the Free Textbook tax of the public schools of the City for the year 1970 (the funds for the purpose having been exhausted) to the extent of seventy-five per centum of the total amount of said Free Textbook tax levied for such purposes; such warrants to be issued only in conformity with Sections 34-59 and 34-64 of the School Code, approved March 18, 1961, as amended, and to bear interest at not to exceed the statutory rate from the date of their issuance until paid, or until notice shall be given by publication in a newspaper or otherwise that the money for the payment of said warrants is available and that said warrants will be paid upon presentation.

SECTION 2. This ordinance shall be in force and effect from and after the date of its passage.

# MISCELLANEOUS BUSINESS.

### CONGRATULATIONS EXTENDED TO ALDERMAN AND MRS. AIELLO ON BIRTH OF SON, EUGENE JOSEPH.

Honorable Richard J. Daley, Mayor, on behalf of Mrs. Daley and himself, and all the members of the City Council, extended congratulations to Alderman and Mrs. Aiello on the birth of their second child, Eugene Joseph, on January 21, 1970.

Alderman Aiello was warmly applauded.

### Presence of Visitors Noted.

Honorable Richard J. Daley, Mayor, called the Council's attention to the presence in the gallery of students from the following schools:

Sixteen students of the 8th Grade Class of the Messiah Lutheran School (45th Ward), accompanied by Mr. Louis Kuehn;

Thirty-five students of the Senior Class of Siena High School (37th Ward), accompanied by Sister Joan and Mrs. Grzella.

The Mayor welcomed the visitors and invited them to attend future meetings.

### Time Fixed for Next Succeeding Regular Meeting.

By unanimous consent Alderman Keane thereupon presented a proposed ordinance which reads as follows:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the next succeeding regular meeting of the City Council of the City of Chicago to be held after the regular meeting held on Tuesday, the twenty-seventh (27th) day of January, 1970, at 10:00 A.M., be and the same is hereby fixed to be held on Wednesday, the twenty-fifth (25th) day of February, 1970, at 10:00 A.M., in the Council Chamber in the City Hall.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Jambrone, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda—38.

*Nays*—None.

### ADJOURNMENT.

Thereupon Alderman Burke moved that the City Council do *Adjourn.* The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Wednesday, February 25, 1970, at 10:00 A.M., in the Council Chamber in the City Hall.

John C Marcin

JOHN C. MARCIN,
*City Clerk.*

*(Published by Authority of the City Council of the City of Chicago)*

EXCERPT FROM THE

# JOURNAL *of the* PROCEEDINGS

OF THE

# CITY COUNCIL

OF THE

# CITY OF CHICAGO, ILLINOIS

OF THE

## Regular Meeting—Tuesday, January 27, 1970

**at 10:00 A.M.**

*(Council Chamber—City Hall—Chicago, Illinois)*

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### Attendance at Meeting.

*Present*—Honorable Richard J. Daley, Mayor, and Aldermen Roti, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Jambrone, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda.

*Absent*—Aldermen Hubbard, Swinarski, Sain, Biggs, Brandt, Laskowski, Laurino, Simon, Sperling.

### Call to Order.

On Tuesday, January 27, 1970, at 10:00 A.M. (the day and hour appointed for the meeting) Honorable Richard J. Daley, Mayor, called the City Council to order. John C. Marcin, City Clerk, called the roll of members and it was found that there were present at that time: Aldermen Roti, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Staszcuk, Burke, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Jambrone, McMahon, Keane, Gabinski, Sande, Aiello, Casey, Cullerton, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda—38.

Quorum present.

### Resolution Adopted on Death of Raymond K. Fried, Alderman of 42nd Ward.

Honorable Richard J. Daley, Mayor, on behalf of himself and the other members of the City Council presented the following proposed resolution:

> WHEREAS, Almighty God, in His Infinite Wisdom, has called to his eternal reward on January 26, 1970, Raymond K. Fried, Alderman of the 42nd Ward; and
>
> WHEREAS, Alderman Fried was a native Chicagoan; a graduate of Englewood High School and a graduate of the University of Chicago and the University of Chicago Law School; in the course of 37 years of practice as an Attorney he served in many capacities; as Master In Chancery in the Circuit Court of Cook County; as Attorney, Director and Secretary-Treasurer of the Chicago Meat Packers Association; as Trustee and Secretary of the Beef Boners and Sausage Makers Health and Welfare Fund, Pension Fund and Medical Center; and
>
> WHEREAS, Alderman Fried, served his Country as a member of the Armed Services during World War II for a period of three years in the European Theatre of Operations; he participated in the invasion of France as the Executive Officer of the Psychological Warfare Division; he achieved the rank of Lt. Colonel serving on General Eisenhower's Staff; at the conclusion of the war he served as a representative at the Potsdam Conference; and
>
> WHEREAS, Alderman Fried was active in numerous charitable, civic, community and professional organizations including the Boy Scouts, American Legion, Chicago Bar Association and Little City; he was founder and President of the Armed Forces Communications and Electronics Association; he was President of the National Association of Colleges of Mortuary Science; and
>
> WHEREAS, During his period of service as a member of this Council, this Council has been conscious of Alderman Fried's personal integrity, quiet strength and deep devotion to the community which he served, qualities which gave assurance to all who knew him and lent dignity to any proceeding in which he took part; now, therefore,
>
> *Be It Resolved,* That the Mayor and members of the City Council of the City of Chicago, in meeting assembled this 27th day of January, A.D. 1970, do hereby express their sorrow at the passing of Alderman Raymond K. Fried and extend to his widow their sincere sympathy; and
>
> *Be It Further Resolved,* That a suitable copy of this memorial resolution be presented to Alderman Fried's widow, Rosalind.

Alderman Keane moved to *Suspend the Rules Temporarily,* to permit immediate consideration of and action upon said proposed resolution. The motion *Prevailed.*

Alderman Keane in moving the Adoption of the resolution said that in the short three years the present City Council has been in office, Alderman Fried was the fourth member to pass away, and that unfortunately, the members of the Council did not have an opportunity to become more intimately acquainted with the late Alderman. He spoke of how after Alderman Fried had filed his petitions for office he had had a physical check-up so that he would be able to campaign vigorously for election. The examination revealed that surgery was necessary. It was sheer determination and willpower that brought him out of the hospital, as it was thought that he would never be able to do so. After leaving the hospital, Alderman Keane had several conversations with Alderman Fried and was most impressed with the brilliance of his mind and the variety of subjects in which he expressed interest. Strength, which he did not possess, was given to him by his desire to be of service to his fellow man and the will to carry on. Shortly after entering the Council he announced his intention of going to visit his daughter because he "felt so well" and that upon his return he was fully determined to participate actively in Council affairs. After his return he decided he needed additional rest and that rest became one for all eternity. In the short space of time in which the Council learned to know him, his apparent sense of deep affection for people, for government, for his City, law and justice was felt by all. In conclusion Alderman Keane said that he felt that Chicago had lost a great and dedicated citizen who could have done so much in helping to solve the problems of the City and particularly for the people of his Ward whom he had wanted to serve to the best of his ability. He asked that all dedicate themselves as the late alderman had to making the world a better place in which to live. He also extended his deepest sympathy to Alderman Fried's widow, Rosalind.

The Chair next recognized Alderman Despres, who stated that death is often cruel and in this particular instance, very cruel. He stated that he had known Alderman Fried well for a number of years, and while he had lived a full life, unfortunately, his life in the Council had been brief. He quoted the incoming Alderman as saying, "This is the happiest day of my life" because he had felt that he was embarking on a new career and that he would have an opportunity to achieve distinction in it. He stated that given the opportunity the Alderman would have been outstanding, that he would have grown, developed and matured and made a tremendous contribution before he had finished. He concluded by saying that the news of Alderman Fried's death saddened all, because opportunity to serve as Alderman had meant so much to him.

The Chair then recognized Alderman Scholl. The Alderman stated that it was his privilege to sit next to the late Alderman. He deplored the fact that Alderman Fried had been unable to attend many meetings because he had wanted to be of service to the people of his ward whom he had deeply loved. He expressed sympathy to the widow and the residents of the 42nd Ward.

Alderman Bilandic also rose to second the resolution, stating that at one time he and Alderman Fried had been adversaries in a legal proceeding, but that since that time they had become close and warm friends. He also said that the people of the 42nd Ward had shown a rare wisdom and foresight in selecting him as Alderman. He characterized him as being an able advocate and a gentleman, a capable and vigorous lawyer, serving his clients with intelligence and integrity, standing head and shoulders above the crowd. He also said that he felt because of his gentlemanly conduct he would have added a new dimension of decorum that would have been fitting and proper for this City Council. He concluded by saying that he would be missed in the 42nd Ward and by all the members of the Council.

On motion of Alderman Keane said proposed resolution was *Adopted,* unanimously, by a rising vote.

John C. Marcin

JOHN C. MARCIN,
*City Clerk.*

*(Published by Authority of the City Council of the City of Chicago)*

COPY

# JOURNAL *of the* PROCEEDINGS

OF THE

# CITY COUNCIL

OF THE

# CITY OF CHICAGO, ILLINOIS

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## Regular Meeting—Wednesday, February 25, 1970

at 10:00 A.M.

*(Council Chamber—City Hall—Chicago, Illinois)*

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## OFFICIAL RECORD.

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### Attendance at Meeting.

*Present*—Honorable Richard J. Daley, Mayor, and Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Jambrone, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling.

*Absent*—Aldermen Burke, Fitzpatrick, Sain, Biggs.

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### Call to Order.

On Wednesday, February 25, 1970, at 10:00 A.M. (the day and hour appointed for the meeting) Honorable Richard J. Daley, Mayor, called the City Council to order. John C. Marcin, City Clerk, called the roll of members and it was found that there were present at that time: Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Jambrone, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—43.

Quorum present.

On motion of Alderman Hines it was ordered noted in the record that Alderman Fitzpatrick was absent due to illness.

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### Invocation.

Rev. Father Valentine Scherrer, O.F., Assistant Pastor, St. Peter R. C. Church opened the meeting with prayer.

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### JOURNAL (January 27, 1970).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on Tuesday, January 27, 1970, at 10:00 A.M., signed by him as such City Clerk.

Alderman Hines moved to Approve said printed Official Journal and to dispense with the reading thereof. The question being put, the motion *Prevailed.*

# REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

## *Referred*—MAYOR'S APPOINTMENT OF RICHARD L. CURRY AS CORPORATION COUNSEL.

Honorable Richard J. Daley, Mayor, submitted the following communication, which was, at the request of two aldermen present (under the provisions of Council Rule 45) *Referred to the Committee on Finance:*

OFFICE OF THE MAYOR
CITY OF CHICAGO
February 25, 1970.

*To the Honorable, the City Council of the City of Chicago:*

GENTLEMEN—I appoint Mr. Richard L. Curry as Corporation Counsel and respectfully request your approval of this appointment.

Very truly yours,
(Signed) RICHARD J. DALEY,
*Mayor.*

## *Referred*—PROPOSED AMENDMENTS TO SPECIFIED CHAPTERS OF CHICAGO MUNICIPAL BUILDING CODE TO ALLEVIATE HARDSHIP IN OPERATION AND MAINTENANCE OF DAY CARE CENTERS IN CHICAGO.

Honorable Richard J. Daley, Mayor, submitted the following communication, which was together with the proposed ordinances transmitted therewith, *Referred to the Committee on Buildings and Zoning:*

OFFICE OF THE MAYOR
CITY OF CHICAGO
February 25, 1970.

*To the Honorable, The Members of the City Council of the City of Chicago:*

GENTLEMEN—At the request of the Building Department and the Mayor's Advisory Committee on Building Code Amendments, I am herewith transmitting proposed amendments to Chapters 47, 48, 51, 54, 64, 66, 67, 78, 81 and 90 of the Municipal Code of Chicago. These amendments would have the effect of alleviating undue hardship in the operation and maintenance of Day-Care Centers within the City of Chicago, yet retaining essential standards of safety for the protection of the children who would be the subjects of such care.

Your favorable consideration of these proposed amendments is recommended and would be appreciated.

Very truly yours,
(Signed) RICHARD J. DALEY,
*Mayor.*

## *Referred*—PROPOSED AMENDMENTS TO SPECIFIED CHAPTERS OF CHICAGO MUNICIPAL BUILDING CODE PERTAINING TO DEFINITIONS, CLASSIFICATION OF BUILDINGS BY OCCUPANCY, ASSEMBLY UNITS, ETC.

Honorable Richard J. Daley, Mayor, submitted the following communication, which was, together with the proposed ordinances transmitted therewith, *Referred to the Committee on Buildings and Zoning:*

OFFICE OF THE MAYOR
CITY OF CHICAGO
February 25, 1970.

*To the Honorable, the City Council of the City of Chicago:*

GENTLEMEN—At the request of the Commissioner of Buildings, I am transmitting herewith ten ordinances amending the Chicago Building Code as to: Definitions; Classification of Buildings by Occupancy; Assembly Units; Fire-Resistive Requirements; Fire Extinguishing Apparatus; Exit Requirements; Foundations; Existing Buildings; Elevators, Dumbwaiters, Escalators, Moving Walks, Inclined Lifts in Private Residences; and Ventilation.

The embodiment of these amendments has been the subject matter of numerous meetings and studies by the Advisory Committee on Building Code Amendments and are being offered to maintain the Building Code as an updated and current expression of municipal regulations on these important topics.

Your favorable consideration will be appreciated.

Very truly yours,
(Signed) RICHARD J. DALEY,
*Mayor.*

## *Referred*—PROPOSED ORDINANCE TO AUTHORIZE ACCEPTANCE OF GRANT FROM ILLINOIS LAW ENFORCEMENT COMMISSION CONCERNING COMPREHENSIVE CRIMINAL JUSTICE PLAN FOR CHICAGO.

Honorable Richard J. Daley, Mayor, submitted the following communication, which was together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance:*

OFFICE OF THE MAYOR
CITY OF CHICAGO
February 25, 1970.

*To the Honorable, the City Council of the City of Chicago:*

GENTLEMEN—At the request of the Project Director of the City of Chicago Committee on Criminal Justice, I transmit herewith a proposed ordinance authorizing the acceptance of a grant in the amount of $212,107.00 from the Illinois Law Enforcement Commission for the purpose of developing a comprehensive criminal justice plan for the City of Chicago.

Your favorable consideration of this ordinance will be greatly appreciated.

Very truly yours,
(Signed) RICHARD J. DALEY,
*Mayor.*

### *Referred*—PROPOSED ORDINANCES CONCERNING SPECIFIED URBAN RENEWAL AND REDEVELOPMENT PROJECTS.

Honorable Richard J. Daley, Mayor, at the request of Mr. Lewis W. Hill, Chairman of the Department of Urban Renewal, submitted communications dated February 25, 1970, transmitting proposed ordinances affecting specified Urban Renewal and Redevelopment Projects, which were *Referred to the Committee on Planning and Housing,* as follows:

To Authorize the filing of an Application for the Neighborhood Development Program;

To Approve the Determination of the Department of Urban Renewal that the Area known as 45th-Ashland is Slum and Blighted and should be Acquired for Redevelopment;

To Approve the Redevelopment Plan and Feasibility of Relocation for Project 45th-Ashland;

To Approve Sale of Certain Land in Urban Renewal Project Hyde Park-Kenwood;

To Approve Sale of Certain Parcels of Land in Urban Renewal Project Lincoln Park I (Ill. R-50) (W.G.M. Associates);

To Approve Sale of Certain Parcels of Land in Urban Renewal Project Lincoln Park I (Ill. R-50) (Hartford Construction Co.);

To Approve Sale of a Certain Parcel of Land in Urban Renewal Project Lincoln Park I (Ill. R-50) (George Sollitt Construction Co.).

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### **Tribute Paid to Late Joseph P. Rostenkowski.**

Honorable Richard J. Daley, Mayor, on behalf of himself and the other members of the City Council presented the following proposed resolution:

WHEREAS, Almighty God, in His Infinite Wisdom, has called to his eternal reward, on February 8, 1970, Joseph P. Rostenkowski, former State Representative, Alderman, Democratic Committeeman and United States Customs Collector; and

WHEREAS, Joseph P. Rostenkowski, began his career of public service when he was called upon to serve in the U. S. Army in World War I; he continued his career of public service when he was elected a State Representative from the 27th Senatorial District in 1930; he was elected Alderman of the 33rd Ward (later the 32nd Ward) in 1931 and served in that position for 24 years until 1955, during which time he was Chairman of the Committee on Schools, Fire and Civil Service, Chairman of the License Committee and Vice-Chairman of the Committee on Rules; he was Democratic Committeeman of the 32nd Ward from 1936 until 1960, and during this period he was a delegate to five Democratic National Conventions; he received a Presidential Appointment from John F. Kennedy as U.S. Customs Collector for the Port of Chicago in 1960 and served in that post until 1969 when he retired; and

WHEREAS, Joseph P. Rostenkowski was a native-born Chicagoan, truly representative of the people he served, living in the same neighborhood all his life, giving constant support to local organizations, to many charitable and civic causes, devoting long hours to the solution of community problems; he was one of the early founders of St. Stanislaus Kostka Parish; during his 40 years of public service he was affectionately known as "Joe Rusty" the energetic leader of the Democratic Organization in the Wicker Park Area of Chicago; and

WHEREAS, Joseph P. Rostenkowski was active in youth activities and civic affairs; he was a pioneer in youth activities, and was appointed the first chairman of the Sports Committee in the Polish Roman Catholic Union in 1929; he sponsored many baseball, softball and bowling teams; he was an active member in the American Legion as a member of the Pulaski Post; he was a member of the Polish National Alliance, the Polish Alma Mater, the Lafayette Council of the Knights of Columbus, the LaSalle General Assembly, the Northwest Kiwanis Club and the Loyal Order of Moose; and

WHEREAS, Joseph P. Rostenkowski in almost a half-century of service to this city and to his country, and in the daily personal association with his many colleagues, friends and neighbors in conscientious attention to his duties, and in deep concern for the well being of the city he loved, won the universal respect and affection of friends, neighbors and associates, who now mourn his departure; now, therefore,

*Be It Resolved,* that the Mayor and members of the City Council of the City of Chicago, in meeting assembled this 25th day of February, A.D. 1970, do hereby express publicly their great sorrow at the passing of their former colleague and friend, Joseph P. Rostenkowski, a distinguished public servant, and do acknowledge with regret the void that his passing leaves in this community, and extend to his son, Congressman Daniel D. Rostenkowski, and his daughters, Gladys and Marcia, and other members of the family, their sincere sympathy; and

*Be It Further Resolved,* that a suitable copy of this memorial resolution be presented to Joseph P. Rostenkowski's son, Congressman Daniel D. Rostenkowski.

Alderman Gabinski moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed resolution. The motion *Prevailed.*

On motion of Alderman Gabinski (seconded by Aldermen Swinarski, Brandt, Hoellen, Bohling, Fifielski, Marzullo, Simon and Keane) the foregoing proposed resolution was *Adopted,* unanimously, by a rising vote.

The seconding Aldermen spoke with warm emotions about the late Mr. Rostenkowski. Some recalled the time when they served with him as members of the City Council. All stated that his had been an abiding wish to be of service to all the people of his neighborhood, his City and his Country. He was noted for having been a "giant" among men both in stature and ability. They spoke of the deep respect with which he had been regarded by all who knew him. He was also cited for his good and cheerful friendship. It was noted that at his funeral there had been a tremendous outpouring of friends, neighbors and the clergy, which was a tribute to his service to his community and to the good life which he had led. All extended their profound sympathy to his bereaved family.

Honorable Richard J. Daley, Mayor, also addressed the Council, stating that Chicago had lost a great citizen, because he had represented all that was good, in his feelings towards his fellow man and his many great acts of kindness on behalf of the people of Chicago. He too extended his condolences to the family of the late Joseph P. Rostenkowski.

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## Tribute Paid to Late Right Rev. Msgr. Patrick J. Molloy.

Honorable Richard J. Daley, Mayor, on behalf of himself and the other members of the City Council presented the following proposed resolution:

WHEREAS, Almighty God in His Infinite Wisdom, has called to his eternal reward, on February 15, 1970, Right Reverend Monsignor Patrick J. Molloy, Pastor Emeritus of St. Leo's Church; and

WHEREAS, Msgr. Patrick J. Molloy was born in Chicago, on St. Patrick's Day, in 1892; he attended St. Bernard's Seminary, Rochester, New York, and was ordained a priest by the late Cardinal Mundelein, in 1917; his first assignment was at St. Thomas of Canterbury Church on the North side of Chicago, where he served until 1926; and

WHEREAS, Msgr. Patrick J. Molloy subsequently served for two years as an assistant at St. James' Church; then he served as an assistant at St. Brendan's Church; his first pastorate was at Annunciation Parish, where he served until 1950, before moving to St. Leo's Parish as pastor; and

WHEREAS, Msgr. Molloy as pastor of St. Leo's Church, in Chicago, during a period of 16 years built a new convent and rectory, renovated the Church and Chapel, and devoted his efforts to the solution of the problems not only of his parishioners but of all residents in the community; he was named Pastor Emeritus at St. Leo's in 1966; and

WHEREAS, Msgr. Molloy was a benefactor for the Catholic Church Extension Society and served on its Board of Directors; he was active in many worthy organizations among which were the Ancient Order of Hibernians and the Irish Fellowship Club; Msgr. Molloy with Mayor Daley led the yearly St. Patrick's Day Parade, and participated in all of the celebrations in honor of this great Saint with whom he shared a birthday; he was affectionately known to his friends of all faiths as "Monsignor Pat"; and

WHEREAS, Msgr. Patrick J. Molloy held the rank of Captain and Chaplain of the 202nd Coast Artillery in the Illinois National Guard from 1919 to 1930; he served as an Assistant General Secretary of the International Eucharistic Congress, held at Buenos Aires, Argentina; he traveled widely throughout the world on special assignments for the Church and State Department; in 1934 he led 20,000 Irish-Argentines to the Cathedral in Lujan, Argentina, to celebrate the centenary of the first Irish settlers in Argentina; now, therefore,

*Be It Resolved,* That the Mayor and Members of the City Council of the City of Chicago, in meeting assembled this 25th day of February, A. D. 1970, do hereby express publicly their great sorrow at the passing of Msgr. Patrick J. Molloy, a distinguished servant of God, and do acknowledge with regret the void that his passing leaves in this community, and extend to members of his family their sincere sympathy; and

*Be It Further Resolved,* That a suitable copy of this resolution be presented to the family of Rt. Rev. Msgr. Patrick J. Molloy.

Alderman Hines moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed resolution. The motion *Prevailed.*

On motion of Alderman Hines the foregoing proposed resolution was *Adopted,* unanimously, by a rising vote.

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## Tribute Paid to Late Lt. James Ennis O'Connor.

Honorable Richard J. Daley, Mayor, on behalf of himself and the other members of the City Council presented the following proposed resolution:

WHEREAS, Almighty God, in His Infinite Wisdom, has called to his eternal reward on January 28, 1970, Chicago Police Lieutenant James Ennis O'Connor, who was killed in the line of duty while endeavoring to disarm a 20 year old gunman in an attempted robbery; and

WHEREAS, Police Lieutenant O'Connor, was born and raised in the City of Chicago and was graduated from Quigley Preparatory Seminary. He came from a family which, in addition to Lieutenant O'Connor, gave three other members to the service of the Police Department, his two brothers, Edward and John, and his sister, Rosemary, all presently serving with the Chicago Police Department; and

WHEREAS, Lieutenant O'Connor, was a loyal and devoted husband and father, with deep religious convictions, who worked hard for the well-being of his family, including his widow, Theresa and his five children, Mary Therese, James Jr., Timothy, Kathleen and Patricia M.; and

WHEREAS, Lieutenant O'Connor, served with honor and distinction in the United States Navy during World War II; he achieved the rank of Chief Petty Officer and was honorably discharged on January 7, 1946, after having served four years; and

WHEREAS, Police Lieutenant O'Connor served the City of Chicago as a Police Officer for over 37 years during which period he was repeatedly recognized and commended as an exceptional policeman, exercising a high degree of professionalism and devotion to duty. While serving as a member of the Police Intelligence Division in 1961 he received a letter of commendation from the State's Attorney of Cook County for the diligent manner in which he conducted his investigations; in the same year the Deputy Inspector of the New York Police Department commended him for the "thorough and exact manner in which he prepared and submitted a report on an investigation"; in 1965 he received an Honorable Mention Award from the Deputy Superintendent of Inspection Services citing him for "diligence, efficiency and dedication to his work"; and

WHEREAS, Police Lieutenant O'Connor, out of concern for human lives, although himself armed, courageously attempted to disarm, rather than to shoot, and thus spare the life of the youth who was attempting to commit a robbery at the Imperial Credit Co. at 11048 S. Michigan Avenue in Chicago where Lieutenant O'Connor was visiting; in a struggle with the youth the robber's revolver was fired once and Lieutenant O'Connor fell mortally wounded; and

WHEREAS, Lieutenant O'Connor, did not sacrifice his life in vain, but serves as an heroic example to all policemen who chose their careers with full knowledge that their service might at any moment demand the supreme sacrifice; we are again impressed with a greater appreciation of the valor of our City's policemen, who are called upon routinely to face hazardous situations and circumstances similar to that which took place involving Lieutenant O'Connor where out of concern to save human life, he lost his own; now, therefore,

*Be It Resolved,* That the Mayor and Members of the City Council of the City of Chicago, in meeting assembled this 25th day of February, A. D. 1970, together with all the people of the City, by this resolution, hereby express profound sorrow and regret upon the death of Police Lieutenant James Ennis O'Connor, and further express their condolences to his wife, Theresa, his children, Mary Therese, James Jr., Timothy, Kathleen and Patricia as well as other members of his family; and

*Be It Further Resolved,* That as a mark of respect to his memory, this resolution be spread upon the Journal of the Proceedings of the City Council of the City of Chicago, and that a suitable copy thereof be presented to the family of Police Lieutenant James Ennis O'Connor.

Alderman Buchanan moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed resolution. The motion *Prevailed.*

On motion of Alderman Buchanan the foregoing proposed resolution was *Adopted,* unanimously, by a rising vote.

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### Commendation Extended Dr. Marshal L. Scott Upon Resignation as Member of Commission on Human Relations.

Honorable Richard J. Daley, Mayor, on behalf of himself and the other members of the City Council presented the following proposed resolution:

WHEREAS, Dr. Marshal L. Scott has recently resigned from his position as a member of the Commission on Human Relations; and

WHEREAS, Dr. Scott was born in 1909 on a farm near Greensburg, Indiana; in 1925 his family moved to New Concord, Ohio, where he completed high school and graduated from Muskingum College; he is also a graduate of McCormick Theological Seminary; he has done graduate studies at Ohio State University and holds Master of Arts and Doctor of Education Degrees from Columbia University; he has been awarded numerous honorary degrees; and

WHEREAS, Dr. Scott's early ministry was in Prattsburg and Pulteney, New York, and with the First Presbyterian Church, Columbus, Ohio; in 1952 he came to Chicago as Dean of the Presbyterian Institute of Industrial Relations, which was established in New York City in 1945 and which he headed from its inception; through the institute he has been deeply involved in many educational programs affecting industry and the City, working with churchmen, industrial management, labor unions, and persons from many areas of modern urban life with a goal of achieving a better understanding among these groups of our technological-industrial-urban society; thus helping each to become better able to deal with the problems which arise in daily occupational and community life; Dr. Scott served on the General Council of the United Presbyterian Church in the U.S.A., and was its moderator in 1962-63; and

WHEREAS, Dr. Scott, as Chairman of the community Organization Advisory Committee of the Commission On Human Relations, established improved lines of communication between the Commission on Human Relations and Chicago Communities; thus contributing greatly to improved relations among and between the city's various racial and ethnic groups; and

WHEREAS, Dr. Scott made an outstanding contribution to the administration of the Chicago Fair Housing Ordinance; he served on a special committee that drafted the rules governing the enforcement of the ordinance; he also contributed his time and his experience by serving as conciliator and hearing examiner; and

WHEREAS, Dr. Scott as a member of the Commission on Human Relations greatly influenced the revitalization of the Commission; he served on a special committee which thoroughly reviewed and made recommendations regarding the Commission's structure and programs; he earned the respect of his fellow Commissioners and the Commission's Staff by his sincerity, devotion to duty, and his unselfish service dedicated to achieving the goals of the Commission; Dr. Scott served the people of this community with imagination, distinction and devotion by actively participating and providing leadership in the important area of improved human relations; and Dr. Scott's departure from office presents an occasion for all to acknowledge the depth of his public concern; now, therefore,

*Be It Resolved,* That the Mayor and Members of the City Council of the City of Chicago, in meeting assembled this 25th day of February, A. D. 1970, do hereby express their appreciation for the outstanding labors of Commissioner Marshal L. Scott in the service of this community, and their best wishes to him in whatever may be his endeavors in the future; and

*Be It Further Resolved,* That a suitable copy of this resolution be presented to Dr. Marshal L. Scott.

Alderman Holman moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed.*

On motion of Alderman Holman (seconded by Alderman Singer) the foregoing proposed resolution was *Adopted,* unanimously by a rising vote.

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### March 17, 1970 Proclaimed St. Patrick's Day in Chicago and All Citizens Urged to Participate in Parade on March 14, 1970.

Honorable Richard J. Daley, Mayor, on behalf of himself and the other members of the City Council presented the following proposed resolution:

WHEREAS, The observance of St. Patrick's Day, on March 17, 1970 in tribute to the great Patron Saint of Ireland and the Irish, is a custom universally carried on by persons of all races, colors and creeds in recognition of his world-wide influence in religion and culture; and

WHEREAS, St. Patrick, the revered Saint of Ireland, brought the Christian Faith to Ireland as a courageous, religious missionary for which he is and always will be remembered; the deep, abiding and fervent devotion of the Irish to their faith has, as a result of the spirit inculcated by St. Patrick, endured through the centuries; and

WHEREAS, The sons and daughters of the Emerald Isle and their descendants who have settled throughout the far corners of the world have with dedication and devotion carried with them the missionary fervor, the love of religious vocations and the love of freedom, the legacy of St. Patrick; and

WHEREAS, St. Patrick's Day has become a holiday not only of the Irish, but of all Americans and of people of other national origins throughout the world who recognize and honor the exemplary life, teachings and spiritual contributions of this great Saint of the Catholic Church; and

WHEREAS, We, in the City of Chicago, where there is no "Law Agin The Wearin' O' The Green", think it proper and fitting for St. Patrick's Day to be recognized by all people, whether they are Irish for that day only or Irish always; now, therefore,

*Be It Resolved* by the Mayor and Members of the City Council of the City of Chicago, in meeting assembled this 25th day of February, A. D. 1970, that March 17, 1970, St. Patrick's Day, is hereby declared a day of commemoration in the City of Chicago; and further, all citizens young and old are hereby invited and urged to participate in the great parade to be led by Marshal Stephen Lamb, the Mayor, and the Members of the City Council on the 14th day of March, 1970.

Alderman Sheridan moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed.*

On motion of Alderman Sheridan (seconded by Alderman Swinarski) the foregoing proposed resolution was *Adopted* unanimously.

The Mayor also addressed the City Council urging citizens of all denominations to participate in this great parade to honor the Patron Saint of Ireland.

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## *CITY COUNCIL INFORMED AS TO MISCELLANEOUS DOCUMENTS FILED OR RECEIVED IN CITY CLERK'S OFFICE.*

John C. Marcin, City Clerk, informed the City Council that documents have been filed or received in his office, relating to the respective subjects designated, as follows:

### *Proclamations.*

Proclamations of Honorable Richard J. Daley, Mayor, designating times for special observances as follows:

"National Beauty Salon Week In Chicago": Week of February 8, 1970;
"Antiques Appreciation Week In Chicago": March 5 through March 8, 1970;
"Junior Achievement Weekend In Chicago": February 14-15, 1970;
"Chicago Maternity Center Day": Saturday, February 14, 1970;
"Variety Week In Chicago": February 8-14, 1970;
"Chicago Salesmen's Week": Week of February 16, 1970;
"Negro History Week In Chicago": February 8-14, 1970;
"Heart Month In Chicago": Month of February, 1970";
"U. S. Weather Services Week In Chicago": February 9 through February 16, 1970;
"Instrument Society Of America Days In Chicago": April 8 through April 10, 1970;
"Baby Week In Chicago": Period beginning April 26, 1970;
"Stratford Festival Days In Chicago": February 18 through March 14, 1970;
"Lulac Week In Chicago": February 15 through 21, 1970;
"Week Of The Young Child In Chicago": May 3 through May 10, 1970;
"National Library Week In Chicago": April 12 to 18, 1970;
"Fritz Hagner Day In Chicago": February 4, 1970;
"Urban Fellows Day In Chicago": Friday, March 13, 1970;
"Lithuanian Independence Day": February 16, 1970.

### *Acceptance of Ordinance by I.C. RR. Co. Authorizing Amendment to Lake Front Ordinance.*

Also a certified copy of a resolution adopted by the Illinois Central Railroad Company accepting the terms of the ordinance passed by the City Council on September 17, 1969, authorizing the 1969 Amendatory Lake Front Ordinance; the establishment of Harbor District Number Three; the construction of a new passenger station by the Illinois Central Railroad Company; etc.

### *Acceptances and Bonds under Ordinances.*

Also acceptances and bonds under ordinances as follows:

American Laundry, Inc.: acceptance and bond under an ordinance passed on December 23, 1969 (steel culvert with pipes); filed on January 21, 1970;

Eugene Dietzgen Company: acceptance and bond under an ordinance passed on November 17, 1969 (covered bridge or passageway); filed on December 17, 1969;

Sears, Roebuck and Company: acceptance and bond under an ordinance passed on October 8, 1969 (covered bridge or passageway); filed on December 4, 1969.

### *Duplicate Payrolls.*

Also duplicate payrolls for the periods ended January 15 and 31, 1970, received from Otto H. Loser, City Comptroller, as follows:

Police Department Payrolls 1180, 1180H, 1186 and 1187;
Fire Department Payrolls 1230, 1230H and 1235;
Miscellaneous Payrolls.

### *State Approval of Ordinance for Cleaning and Repair of Sewers, Etc.*

Also a communication from G. T. March, District Engineer, dated February 5, 1970, stating that the Department of Public Works and Buildings of the State of Illinois has approved the ordinance passed by the City Council on January 19, 1970, appropriating funds for the cleaning and repair of sewers and appurtenances on Arterial Streets and State Highways, for the Year 1970.

### *Reports and Documents of Commonwealth Edison Co.*

Also a communication (received on February 3, 1970) signed by William Colwell, Secretary of the Commonwealth Edison Company, which reads as follows:

> "Pursuant to the provision of the 1948 Franchise Ordinance granted to this Company, I am enclosing copies of reports of the Company, as listed below:
>
> Monthly report to Illinois Commerce Commission with respect to routine transactions with affiliates for the month of December, 1969.
>
> Statement, dated January 20, 1970, for bills issued in February, 1970, to Illinois Commerce Commission relating to Standard Contract Rider No. 20.
>
> Monthly power statement of Federal Power Commission (F.P.C. Form 12-E), for the month of November, 1969.
>
> Monthly power plant report to Federal Power Commission (F.P.C. Form No. 4), for the month of November, 1969".

### *Oaths of Office.*

Also oaths of office of the following:

H. Wallace Poston as Commissioner of Department of Environmental Control; filed on February 4, 1970;

Mrs. Barbara Fiske and James Zartman as Members of the Commission on Human Relations; filed on January 29, 1970;

Mr. Arthur Schoenstadt as a Member of the Retirement Board of the Policemen's Annuity and Benefit Fund; filed on January 30, 1970;

John P. Kringas as a Member of the Zoning Board of Appeals; filed on February 25, 1970.

## *CITY COUNCIL INFORMED AS TO CERTAIN ACTIONS TAKEN.*

### *Pamphlet Publication of Ordinances.*

The City Clerk informed the City Council that all those ordinances which were passed by the City Council on January 27, 1970 and which were required by statute to be published in book or pamphlet form or in one or more newspapers, were published in pamphlet form on February 9, 1970 by being printed in full text in printed pamphlet copies of the Journal of the Proceedings of the City Council of the regular meeting held on January 27, 1970 [published by authority of the City Council in accordance with the provisions of Section 5-5 of the Municipal Code of Chicago, as passed on December 22, 1947], which printed pamphlet copies were delivered to the City Clerk on February 9, 1970.

### *Filing of Certified Copies of City of Chicago Tax Levy, Etc. with County Clerks*

The City Clerk further informed the City Council that on January 29, 1970 he had filed with the County Clerks of Cook and Du Page Counties certified copies of the following ordinances passed by the City Council on the dates noted in parentheses:

City of Chicago Tax Levy for the Year 1970 (passed by the City Council on January 27, 1970);

Reductions made in 1969 Tax Levies for Bonds and Interest on Bonds and for Loss and Cost in Collection of Taxes (January 19, 1970);

Reductions in 1969 Tax Levies for Working Cash Fund Bonds (January 19, 1970);

To Authorize the levy of taxes for the year 1970 for Junior College Purposes of Board of Junior College District No. 508 (January 19, 1970);

An Ordinance to Authorize and Direct the County Clerk of Cook County to reduce 1969 Taxes to be extended for the purpose of providing revenue for the payment of principal of and interest on School Building Bonds of 1952 of the Board of Education of the City of Chicago in the sum of $150,000.00 (January 19, 1970);

Levy of Taxes for the Year 1970 for School Purposes of the Board of Education of the City of Chicago (January 27, 1970);

An Ordinance amending Section 4 of "An Ordinance Authorizing the Issue of $38,500,000 Redevelopment Bonds of the City of Chicago and providing for the levy of taxes for the payment thereof" (January 27, 1970).

### *Newspaper Publication of Ordinance Authorizing Issue of $38,500,000 Redevelopment Bonds.*

The City Clerk further informed the City Council that on January 28, 1970, he had published in *Chicago Today,* a newspaper of general circulation published in the City of Chicago, an ordinance amending Section 4 of "An Ordinance Authorizing the Issue of $38,500,000 Redevelopment Bonds of the City of Chicago and providing for the levy of taxes for the payment thereof", passed by the City Council on January 27, 1970.

## *MISCELLANEOUS COMMUNICATIONS, REPORTS, ETC. REQUIRING COUNCIL ACTION (TRANSMITTED TO CITY COUNCIL BY CITY CLERK).*

The City Clerk transmitted communications, reports, etc., relating to the respective subjects listed below, which were acted upon by the City Council in each case in the manner noted, as follows:

### *Monthly Report of Dept. of Health (Medical Examination and Emergency Treatment).*

A report of the Board of Health (Medical Examination and Emergency Treatment) for the month of January, 1970.—*Placed on File.*

### *Notification from City Comptroller Regarding Filing of Signature Identification Certificate and City Treasurer's Receipt for Sale of Tax Anticipation Warrants, Etc.*

Also a communication addressed to the City Clerk under date of February 4, 1970, signed by Otto H. Loser, City Comptroller, together with a fully executed copy of the Signature Identification Certificate and City Treasurer's Receipt used in finalizing the sale of $60,000,000 par value Tax Anticipation Warrants for various purposes, issued against the tax levies of 1970, which was *Placed on File.*

### *Court Decisions.*

Also communications from the Law Department addressed to the City Council, signed by Howard C. Goldman and Edmund Hatfield, Assistants Corporation Counsel, and Mervin E. Aspen, Head of Appeals and Review Division, transmitting the following decisions, which were *Placed on File:*

*Curtis Collum, Plaintiff-Appellant, Cross-Appellee, vs. Frank A. Butler et al., Defendants-Appellees, Cross-Appellants, United States Court of Appeals for the Seventh Circuit, Nos. 17329-30-31, Consolidated.* This cause was a suit for damages under the Civil Rights Act brought against three policemen of the Chicago Police Department. Plaintiff was convicted in 1960 of drunken driving and of resisting arrest and claimed damages for alleged beatings at the hands of the three policemen at the station house after his arrest. The Jury returned a verdict for damages of $17,500.00 and said verdict was reduced by the Trial Judge by Remittitur to $6,000.00. Plaintiff appealed and the United States Court of Appeals upheld the District Court's Remittitur.

*Roth vs. Richard J. Daley, Mayor, The City of Chicago and James Y. Carter, Public Vehicle Commissioner, Appellate Court No. 52998.* Plaintiff in this cause had been licensed as an Ambulance Attendant-Driver since 1955 and operated his own ambulance service since 1961. In 1967 new regulations and ordinances were enacted by the City Council. The Public Vehicle License Commissioner denied plaintiff a license because of his conviction in 1950 for armed robbery. Plaintiff then filed a complaint for a declaratory judgment and a writ of mandamus. The Circuit Court held the prohibitions in the ordinance to be void as applied to the plaintiff and issued a mandamus for issuance of plaintiff's license and enjoined the City from interfering with the plaintiff. The Appellate Court upheld the trial court deciding the ordinance was invalid as to the plaintiff and further held that the trial court erred in issuing the writ of mandamus for issuance of the license and remanded with instructions to issue a writ ordering the Commissioner to examine the physical and other qualifications of the plaintiff and then act on the question of the issuance of the license.

*Mid-West Emery Freight System, Inc., et al., Plaintiffs-Appellees, vs. City of Chicago, Defendant-Appellant, Illinois Appellate Court No. 51823.* The Appellate Court reversed the finding of the Circuit Court which held invalid the zoning classification of plaintiff's property at W. 70th Street and S. Pulaski Road. Such widespread opposition was brought to bear that the City Council refused to grant the amendment sought and thus this suit was filed seeking a declaratory judgment. After examination of the multifarious uses in the vicinity, the Appellate Court found that the subject property being located between two large, diverse uses, made it difficult if not impossible as a pratical matter, to say that any zoning classification would be in conformity with the entire surrounding area and therefore the reasonableness of the restriction is fairly debatable and the decision of the municipal authorities must be upheld.

### *Proposed Amendment to Section 136.2 of Municipal Code of Chicago.*

Also a communication from Maurice J. Nathanson, Attorney at Law, addressed to the City Clerk under date of February 24, 1970 transmitting a proposed ordinance to amend Section 136.2 of the Municipal Code of Chicago entitled "Residential Care (Half-Way) Homes", which was *Referred to the Committee on Buildings and Zoning.*

### *Zoning Reclassifications of Particular Areas.*

Also applications (in triplicate) together with the proposed ordinances for amendment of the Chicago Zoning Ordinance, as amended, for the purpose of reclassifying particular areas, which were *Referred to the Committee on Buildings and Zoning,* as follows:

Wm. B. Cunningham—to classify as a C1-2 Restricted Commercial District instead of a C1-1 Restricted Commercial District the area shown on Map No. 26-J bounded by

> the alley next north of and parallel to W. 111th Street; S. Harding Avenue; a line 188 feet north of W. 111th Street; the alley next west of and parallel to S. Springfield Avenue; the alley next north of and parallel to W. 111th Street; S. Springfield Avenue; W. 111th Street; and S. Pulaski Road;

Frank A. Korda—to classify as an R4 General Residence District instead of a B4-1 Restricted Service District and a B3-1 General Retail District the area shown on Map No. 7-N bounded by

> W. Altgeld Street; N. Central Avenue; the alley next north of and parallel to W. Fullerton Avenue; and the alley next west of and parallel to N. Central Avenue;

LaSalle National Bank, as Trustee under Trust No. 39735—to classify as a B4-4 Restricted Service District instead of an R6 General Residence District the area shown on Map No. 7-F bounded by

> a line 175 feet north of W. Fullerton Parkway; N. Clark Street; W. Fullerton Parkway; and the alley next west of and parallel to N. Clark Street;

National Bank of Albany Park in Chicago—to classify as a B5-2 General Service District instead of a B3-2 General Retail District the area shown on Map No. 13-J bounded by

> the alley next north of and parallel to W. Lawrence Avenue; N. Kimball Avenue; W. Lawrence Avenue; and N. Bernard Street;

D. Varraveto, Jr.—to classify as an R4 General Residence District instead of an R3 General Residence District and a C1-1 Restricted Commercial District the area shown on Map No. 9-N bounded by

> the center line of W. Addison Street; the alley next west of and parallel to N. Neenah Avenue; a line 145 feet south of and parallel to the south line of W. Addison Street; and the west line of the right of way of the C. M. St. P. & P. R. R.;

Edward Vondrak—to classify as a C1-1 Restricted Commercial District instead of a B4-1 Restricted Service District the area shown on Map No. 14-I bounded by

> W. 58th Street; the alley next east of and parallel to S. Kedzie Avenue; the alley next north of and parallel to W. 59th Street; and S. Kedzie Avenue.

### *Claims against City of Chicago.*

Also claims against the City of Chicago, which were *Referred to the Committee on Finance,* filed by the following:

A. B. C. Great States, Inc., Thomas F. Adelsbach, Aetna Casualty and Surety Division and Maryanthe Korbakes, Allstate Insurance (10) M. Butler, R. Castronous, Aslee Daymont, R. Kusmirek, Anatolijus Lakas, M. Mack, Ira Mattox, Redheart Clean Service, George Rozsay, Nathaniel Sowell, The American Road Insurance Co., and Robert Jeffries, Anthony F. Angelicao, Clarence L. Atkins;

Frank P. Battle, Beacon Petroleum Co., Otis Lee Bell, B/G Foods, Inc., Norman Bersh, Lillian D. Blazek, Jeffrey Blum, B & O Club, Inc., E. C. Boege & Associates, Inc. and Lucille Cervone, John P. Bohanek, Jr., Paul D. Borik, Jr., Willie Brown, Estate of William Burg, Mrs. Dorothy Burke;

Bernard Cain, Ruberto Camacho, Archie Campbell, Pearl E. Cesarone, Thomas D. Cheney, Chicago Y.W.C.A., Teddy F. Cholewa, Clark-Sheffield Restaurant, Inc., Coppin A.M.E. Church and Youth Center, Jerome Cross;

John A. Dalton, Maurice Davis, William F. Davis, Roger A. Dirkman;

Theodore Echt, Edison Fuel and Material Co., Estate of Hyman N. Elfenbaum, Betty Elison, Al D. Ellison, Edward Ernstein;

Estate of Paul Ferlise, Harold Fesse, M. Flanders, Howard Foster, Louis Fox, Al Frazier, Willard Fredericksen, Dino Fuggiti;

G & M Auto Wash, Inc., Sheila Gambling and Ruth Michaels, Estate of Herbert E. Gebhardt, Gelco Ivm Leasing Co., General Casualty Co. of Wisconsin and Edward B. Mercier, Globe Laundries and Cleaners Inc., Eunice T. Goldberg, Lawrence E. Golon, Estate of Julius Golub, R. E. Grello Insurance and Abraham Blinick;

Phillip L. or Pearl M. Hazel, Mrs. Oliver A. Hahne, Gerard J. Hall, John S. Halstead, Otto F. Hartmann, Helen B. Haugh, Arthur Henderson, Hi-Value Furniture Mart, George L. Holmes, Lloyd M. Hughes, Charles S. Hunter, Thomas J. Hurley;

William M. Ignarski Jr., Illinois Bell Telephone Co., Israel Irizarry;

James B. Jackson, Lucille Jantis, Oden F. Jester, Lois Johnson;

Henry W. Kelley, Clem Kirk, Kiddie Kollege, Sbina Kozlowski;

Mrs. Emily Lewandowski, Charley Lewis, George Lewis, Mike Litrento;

Marie L. Maggio, John T. Maloney, H. Markschat, Dorothy McAdory, Leroy B. McGee, Ronald McKey, William R. McMillan, Ernest Mihalcik, Fred Mitchell, Monarch Laundry Co., Florence Moran, Nathan Morton;

Ronald H. Nathan, John Nukeos; Old Mutual Casualty Co. and Jack Chernick;

P & P Shopping Center, Zenon Pappas, James A. Payonk, George F. Pethick, Robert E. Pochron, Estate of Anton D. Pokorny, Louis M. Pollen, Robert Pope;

Reuben W. Rhodes, Thomas Rogers, Luis Rosario, Calvin Roumaine, William Ruff, Edward J. Rys, Sr.;

John Sachu, Edward Samuillis, Carmelo Santiago, Estate of Lloyd H. Sartain, Ollis M. Scott, Wayne Schneider, R. M. Schoell, John Sealepis, Lee Shapiro, Roscoe Simmons, William Singleton, Robert W. Sitz, Willie A. Spears, Nancy A. Spector, Estate of Raymond E. Stalzer, State Farm Insurance (2) Richard Jakubczak and Walter Motyka, Dr. Joseph G. Strem, Estate of Harold R. Stryzek;

Lisable W. Tellis, Thermal Process Engineering Co., Thomas W. Tice, Frances Tidwell, Evangeline Townsend, Troch Fuel Co.;

Unigard Insurance Group and John Cirillo;

Cyril Vadovsky, Walter Vinson;

Gerhard Weiland, Mrs. Irwin Weiner, Joseph Weiss, Dr. Donald A. Wells, Western Transportation Co., Wilson Leasing Co., Regina G. Wolak, Isaac Wright;

Yellow Cab Co.;

Roman Zatorski, Zees Coffee Co., Inc.

### *Request for Cancellation of Water Rates and Inspection Fees Assessed against St. Scholastica High School.*

Also a proposed ordinance to cancel all outstanding water bills assessed against St. Scholastica High School, No. 7416 N. Ridge Avenue, together with a proposed order to waive all fees for inspectional services assessed against said High School, which were *Referred to the Committee on Finance.*

### *Request for Establishment of Loading Zone on Portion of N. Cambridge Av.*

Also a communication from Edmund Obiala, President, Kayler Foods Inc., addressed to the City Clerk under date of February 10, 1970, requesting the establishment of a loading zone on the west side of N. Cambridge Avenue approximately 100 feet from the north crosswalk of W. Diversey Parkway, during the hours of 2:00 P.M. to 2:00 A.M., which was *Referred to the Committee on Traffic and Public Safety.*

### *Request for Establishment of Loading Zone at Nos. 939-945 N. California Av.*

Also a communication from Fred Sudak addressed to the City Clerk under date of February 23, 1970 requesting establishment of a "No Parking-Loading Zone" for property at Nos. 939-945 N. California Avenue, which was *Referred to the Committee on Traffic and Public Safety.*

### *Proposed Franchise Agreements to Authorize Various Firms to Operate Community Antenna Television Systems within City.*

Also communications from specified firms addressed to the City Clerk, transmitting proposals for franchise agreements to operate Community Antenna Television Systems within the City of Chicago, which were *Referred to the Committee on Finance,* as follows:

All-Star Television, Inc.;

Century Broadcasting Corp.;

Coaxial Communications, Inc. and Coaxial Communications of Chicago, Inc.;

L V O Cable, Inc.;

Southtown Economist, Inc.;

Chicago Courier Cablevision, Inc.

### *Proposed Ordinance to Authorize C. H. A. to Acquire Property at Nos. 1052-1054 W. Byron St. for Housing for Low Income Families.*

Also a communication from C. E. Humphrey, Executive Director of Chicago Housing Authority, addressed to the City Clerk under date of February 4, 1970, transmitting a proposed ordinance to authorize the Chicago Housing Authority to acquire property located at Nos. 1052-1054 W. Byron Street, to provide housing for low income families, which was *Referred to the Committee on Finance.*

### *Settlements of Suits with Entries of Judgments against City.*

Also a report from the Corporation Counsel addressed to the City Council under date of January 30, 1970 (signed by Brian M. Kilgallon, Assistant Corporation Counsel), as to suits against the City of Chicago in which settlements were made and judgments entered.—*Referred to the Committee on Finance.*

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### *Referred*—Proposed Ordinances Recommended by Board of Local Improvements for Alley Improvements.

The City Clerk transmitted the following communication addressed to him under date of February 16, 1970 (signed by Virgil A. Berg, Secretary of the Board of Local Improvements), which were, together with the proposed ordinances transmitted therewith, *Referred to the Committee on Local Industries, Streets and Alleys:*

"Submitted herewith are three (3) improvement ordinances for presentation to the City Council at its next regular meeting, February 25, 1970.

"As provided in the Local Improvement Act, the Board has held public hearings on said improvements with reference to the extent, nature, kind, character and estimated cost thereof and recommends passage of said ordinances:

Ward 23—Grading and paving alley between W. 53rd Street, W. 54th Street, S. New England Avenue and S. Newland Avenue, etc.;

Ward 38—Grading and paving alleys between W. Forest Preserve Avenue, W. Addison Street, N. Ottawa Avenue and N. Overhill Avenue;

Ward 50—Grading and paving alley between W. Farwell Avenue, W. Pratt Avenue, N. Ridge Avenue and N. Seeley Avenue, etc.".

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### *Referred*—Recommendation, Estimate and Proposed Ordinance for Grading, Paving and Improving Portion of N. Oriole Av. (N. Oriole Avenue System).

The City Clerk transmitted the following recommendation, estimate and proposed ordinance submitted by the Board of Local Improvements under date of February 16, 1970, which was *Referred to the Committee on Local Industries, Streets and Alleys:*

### Recommendation, Estimate and Ordinance.

### Recommendation by Board of Local Improvements.

*To the Mayor and Aldermen of the City of Chicago, in City Council Assembled:*

We hereby submit an ordinance for grading, paving and improving a System of Streets as follows:

N. Oriole Avenue System:

| | |
|---|---|
| N. Oriole Avenue | from a point along the center line eleven and one-half (11½) feet north of the south line of W. Addison Street to the west, to a point along the center line nine and one-half (9½) feet south of the north line of W. Belmont Avenue, to the east; |
| N. Oleander Avenue | from a point along the center line thirteen (13) feet north of the south line of W. Addison Street to a point along the center line nine and one-half (9½) feet south of the north line of W. Belmont Avenue; |
| W. Cornelia Avenue | from the west line of N. Oleander Avenue to the east line of N. Ottawa Avenue; |
| W. Roscoe Street | from the west line of N. Oleander Avenue to the east line of N. Ottawa Avenue; |
| W. School Street | from the west line of N. Oleander Avenue to the east line of N. Ottawa Avenue; |

in the City of Chicago, County of Cook and State of Illinois; together with an estimate of the cost of said improvement and the lawful expenses attending the same, and recommend the passage of said ordinance, and the making of the improvement contemplated therein.

Respectfully submitted,

| | | |
|---|---|---|
| (Signed) | Harry F. Witz | Board of Local Improvements of the City of Chicago |
| (Signed) | Corneal A. Davis | |
| (Signed) | Richard J. Troy | |
| (Signed) | David S. Chesrow | |
| (Signed) | Virgil A. Berg | |

Dated: Chicago, January 9, A.D. 1970.

### Estimate of Engineer.

*To the Board of Local Improvements of the City of Chicago, and to the Mayor and Aldermen of the City of Chicago, in City Council Assembled:*

The Board of Local Improvements of the City of Chicago, having adopted a resolution that a System of Streets as follows:

N. Oriole Avenue System:

| | |
|---|---|
| N. Oriole Avenue | from a point along the center line eleven and one-half (11½) feet north of the south line of W. Addison Street to the west, to a point along the center line nine and one-half (9½) feet south of the north line of W. Belmont Avenue, to the east; |
| N. Oleander Avenue | from a point along the center line thirteen (13) feet north of the south line of W. Addison Street to a point along the center line nine and one-half (9½) feet south of the north line of W. Belmont Avenue; |
| W. Cornelia Avenue | from the west line of N. Oleander Avenue to the east line of N. Ottawa Avenue; |
| W. Roscoe Street | from the west line of N. Oleander Avenue to the east line of N. Ottawa Avenue; |
| W. School Street | from the west line of N. Oleander Avenue to the east line of N. Ottawa Avenue; |

in the City of Chicago, County of Cook and State of Illinois be improved by grading, paving and improving and presented to the City Council of the City of Chicago, a recommendation that such local improvement be made, I hereby submit an estimate of the cost of such improvement including labor and materials, viz:

| | | | | |
|---|---|---|---|---|
| 2″ Bit. Conc. on 8″ Flex. Base + 1″ Insulation Course or 2″ Bit. Conc. on 8″ Pozzolanic Base or 1½″ I-11 on 6½″ Asphaltic Base | 27,400 sq. yds. | @ | $ 5.00 | $137,000.00 |
| General Excavation | 17,612 cu. yds. | @ | 2.75 | 48,433.00 |
| Trench Backfill (sand) | 1,515 cu. yds. | @ | 4.50 | 6,817.50 |
| New Manholes Complete | 8 each | @ | 260.00 | 2,080.00 |
| New Catchbasins Complete | 72 each | @ | 350.00 | 25,200.00 |
| 10″ Diam. V.T. Pipe Sewer | 450 lin. ft. | @ | 5.00 | 2,250.00 |
| Additional Masonry | 20 lin. ft. | @ | 30.00 | 600.00 |
| P.C.C. Sidewalk Removal and Replacement | 14,900 sq. ft. | @ | 1.00 | 14,900.00 |
| Comb. Conc. Curb & Gutter—Type 3F | 14,900 lin. ft. | @ | 3.50 | 52,150.00 |
| Curb Removal | 250 lin. ft. | @ | 1.50 | 375.00 |
| Old Manholes Adjusted | 38 each | @ | 45.00 | 1,710.00 |
| Old Catchbasins Adjusted | 1 each | @ | 45.00 | 45.00 |
| Catchbasins to be Abandoned | 35 each | @ | 30.00 | 1,050.00 |
| Chicago Standard Frame & Lid | 39 each | @ | 70.00 | 2,730.00 |
| Special Inlet, Frame & Lid | 1 each | @ | 150.00 | 150.00 |
| Tree Removal | 207 in. dia. | @ | 5.00 | 1,035.00 |
| P.C.C. Driveways removal and replacement | 4,000 sq. ft. | @ | 1.25 | 5,000.00 |
| Deficiency in interest on the assessment, cost of making, levying and collecting said assessment, and lawful expenses attending the making of said improvements | | | | $ 15,074.50 |
| Total | | | | $316,600.00 |

And I hereby certify that in my opinion the above estimate does not exceed the probable cost of the above proposed improvement and lawful expenses attending the same.

(Signed) HUGH W. SHORT,
*Engineer of the Board of Local Improvements.*

Dated: Chicago, January 9, A.D. 1970.

### AN ORDINANCE

For Grading, Paving and Improving a System of Streets as follows:

N. ORIOLE AVENUE SYSTEM:

| | |
|---|---|
| N. ORIOLE AVENUE | from a point along the center line eleven and one-half (11½) feet north of the south line of W. Addison Street to the west, to a point along the center line nine and one-half (9½) feet south of the north line of W. Belmont Avenue, to the east; |
| N. OLEANDER AVENUE | from a point along the center line thirteen (13) feet north of the south line of W. Addison Street to a point along the center line nine and one-half (9½) feet south of the north line of W. Belmont Avenue; |
| W. CORNELIA AVENUE | from the west line of N. Oleander Avenue to the east line of N. Ottawa Avenue; |
| W. ROSCOE STREET | from the west line of N. Oleander Avenue to the east line of N. Ottawa Avenue; |
| W. SCHOOL STREET | from the west line of N. Oleander Avenue to the east line of N. Ottawa Avenue; |

in the City of Chicago, County of Cook and State of Illinois:

Be It Ordained by the City Council of the City of Chicago:

*Section 1.* That a local improvement shall be made within the City of Chicago, County of Cook and State of Illinois, the nature, character, locality and description of which improvements is as follows, to-wit: That the roadways of a System of Streets as follows:

N. ORIOLE AVENUE SYSTEM:

| | |
|---|---|
| N. ORIOLE AVENUE | from a point along the center line eleven and one-half (11½) feet north of the south line of W. Addison Street to the west, to a point along the center line nine and one-half (9½) feet south of the north line of W. Belmont Avenue, to the east; |
| N. OLEANDER AVENUE | from a point along the center line thirteen (13) feet north of the south line of W. Addison Street to a point along the center line nine and one-half (9½) feet south of the north line of W. Belmont Avenue; |
| W. CORNELIA AVENUE | from the west line of N. Oleander Avenue to the east line of N. Ottawa Avenue; |
| W. ROSCOE STREET | from the west line of N. Oleander Avenue to the east line of N. Ottawa Avenue; |
| W. SCHOOL STREET | from the west line of N. Oleander Avenue to the east line of N. Ottawa Avenue; |

the width of each of said roadways being hereby established at thirty-four (34) feet—the center line of each of said roadways to coincide with the center line of each of said streets and also the roadways of all intersecting streets and alleys extended from the curb line to the street line of each side of said above specified streets between the points herein described—be and the same are hereby ordered improved as follows:

A tile pipe wing sewer of ten (10) inches internal diameter shall be constructed in W. Roscoe Street from a point five (5) feet west of the west line of N. Oleander Avenue thence slightly northeasterly to and connecting with the existing sewer in the center line of N. Oleander Avenue. The bottom of the inside of said sewer at its western terminus shall be an elevation of fifty and forty-one one-hundredths (50.41) feet above Chicago City datum as established by the City Council of the City of Chicago and thence shall fall gradually to an elevation of fifty and twenty-six one-hundredths (50.26) feet above said Chicago City datum at its sewer connection. One (1) new concrete manhole shall be built on said sewer at its western terminus. Two (2) new concrete catchbasins shall be built and connected with said sewer and located in the roadways of and adjacent to the curb line of said W. Roscoe Street ten (10) feet west of the west line of said N. Oleander Avenue.

A tile pipe wing sewer of ten (10) inches internal diameter shall be constructed in W. Roscoe Street from a point fifteen (15) feet east of the east line of N. Oriole Avenue thence slightly northwesterly to and connecting with the existing sewer in the center line of N. Oriole Avenue. The bottom of the inside of said sewer at its eastern terminus shall be at an elevation of fifty and ninety one-hundredths (50.90) feet above Chicago City datum as established by the City Council of the City of Chicago and thence shall fall gradually to an elevation of fifty and seventy-one one-hundredths (50.71) feet above said Chicago City datum at its sewer connection. One (1) new concrete manhole shall be built on said sewer at its eastern terminus. Two (2) new concrete catchbasins shall be built and connected with said sewer and located in the roadway of and adjacent to the curb line of said W. Roscoe Street twenty (20) feet east of the east line of said N. Oriole Avenue.

A tile pipe wing sewer of ten (10) inches internal diameter shall be constructed in W. Roscoe Street from a point five (5) feet west of the west line of N. Oriole Avenue thence slightly northeasterly to and connecting with the existing sewer in the center line of N. Oriole Avenue. The bottom of the inside of said sewer at its western terminus shall be an elevation of fifty and eighty-six one-hundredths (50.86) feet above Chicago City datum as established by the City Council of the City of Chicago and thence shall fall gradually to an elevation of fifty and seventy-one one-hundredths (50.71) feet above said Chicago City datum at its sewer connection. One (1) new concrete manhole shall be built on said sewer at its western terminus. Two (2) new concrete catchbasins shall be built and connected with said sewer and located in the roadways of and adjacent to the curb line of said W. Roscoe Street ten (10) feet west of the west line of said N. Oriole Avenue.

A tile pipe wing sewer of ten (10) inches internal diameter shall be constructed in W. Roscoe Street along the center line thereof from a point thirty (30) feet east of the east line of N. Ottawa Avenue to and connecting with the existing sewer stub in W. Roscoe Street at the east line of N. Ottawa Avenue.

The bottom of the inside of said sewer at its eastern terminus shall be at an elevation of fifty-one and sixty-nine one-hundredths (51.69) feet above Chicago City datum as established by the City Council of the City of Chicago and thence shall fall gradually to an elevation of fifty-one and fifty-seven one-hundredths (51.57) feet above said Chicago City datum at its sewer connection. One (1) new concrete manhole shall be built on said sewer at its eastern terminus. Two (2) new concrete catchbasins shall be built and connected with said sewer and located in the roadway of and adjacent to the curb line of said W. Roscoe Street thirty-five (35) feet east of the east line of said N. Ottawa Avenue.

A tile pipe wing sewer of ten (10) inches internal diameter shall be constructed in W. School Street from a point ten (10) feet west of the west line of N. Oleander Avenue thence slightly northeasterly to and connecting with the existing sewer in the center line of N. Oleander Avenue. The bottom of the inside of said sewer at its western terminus shall be an elevation of fifty-three and eighty-six one-hundredths (53.86) feet above Chicago City datum as established by the City Council of the City of Chicago and thence shall fall gradually to an elevation of fifty-three and sixty-nine one-hundredths (53.69) feet above said Chicago City datum at its sewer connection. One (1) new concrete manhole shall be built on said sewer at its western terminus. Two (2) new concrete catchbasins shall be built and connected with said sewer and located in the roadways of and adjacent to the curb line of said W. School Street fifteen (15) feet west of the west line of said N. Oleander Avenue.

A tile pipe wing sewer of ten (10) inches internal diameter shall be constructed in W. School Street from a point fifteen (15) feet east of the east line of N. Oriole Avenue thence slightly northwesterly to and connecting with the existing sewer in the center line of N. Oriole Avenue. The bottom of the inside of said sewer at its eastern terminus shall be at an elevation of fifty-four and fifty-nine one-hundredths (54.59) feet above Chicago City datum as established by the City Council of the City of Chicago and thence shall fall gradually to an elevation of fifty-four and forty one-hundredths (54.40) feet above said Chicago City datum at its sewer connection. One (1) new concrete manhole shall be built on said sewer at its eastern terminus. Two (2) new concrete catchbasins shall be built and connected with said sewer and located in the roadway of and adjacent to the curb line of said W. School Street twenty (20) feet east of the east line of said N. Oriole Avenue.

A tile pipe wing sewer of ten (10) inches internal diameter shall be constructed in W. School Street along the center line thereof from a point one hundred and thirty (130) feet east of the east line of N. Ottawa Avenue thence west to and connecting with the existing sewer stub in W. School Street at the east line of N. Ottawa Avenue. The bottom of the inside of said sewer at its eastern terminus shall be at an elevation of fifty-five and fifty-two one-hundredths (55.52) feet above Chicago City datum as established by the City Council of the City of Chicago and thence shall fall gradually to an elevation of fifty-five and no one-hundredths (55.00) feet above said Chicago City datum at its sewer connection. One (1) new concrete manhole shall be built on said sewer at its eastern terminus. Four (4) new concrete catchbasins shall be built and connected with said sewer and located in the roadway of and adjacent to the curb line of said W. School Street—two (2) at a point one hundred and fifteen (115) feet west of the west line of N. Oriole Avenue and two (2) at a point twenty (20) feet east of the east line of N. Ottawa Avenue.

Twenty-four (24) new concrete catchbasins shall be built and connected with the existing sewer in N. Oleander Avenue and located at necessary points in the roadway of and adjacent to the curb line of said N. Oleander Avenue.

Twenty-four (24) new concrete catchbasins shall be built and connected with the existing sewer in N. Oriole Avenue and located at necessary points in the roadway of and adjacent to the curb line of said N. Oriole Avenue.

Eight (8) new concrete catchbasins shall be built and connected with the existing sewer in W. Cornelia Avenue and located at necessary points in the roadway of and adjacent to the curb line of said W. Cornelia Avenue.

Said new concrete manhole(s) shall be cylindrical in shape and shall have an internal diameter of three (3) feet, excepting the upper portion one and one-half (1½) feet in height, which shall be conical in shape, being reduced to two (2) feet internal diameter at the top. The walls of said manhole(s) shall be five (5) inches in thickness. The invert of the sewer through the manhole(s) shall be built of concrete six (6) inches in thickness and one each side thereof shall be built a solid concrete foundation eight (8) inches in thickness, measuring down from the center of the sewer, making the entire foundation four (4) feet in diameter.

Each of said new concrete catchbasins shall be cylindrical in shape and shall have an internal diameter of four (4) feet, excepting the upper portion two (2) feet in height, which shall be conical in shape, being reduced to two (2) feet internal diameter at the top. The walls of said catchbasins shall be five (5) inches in thickness and shall be built of precast concrete blocks or precast concrete rings, or concrete molded in place and shall rest upon a concrete floor four (4) inches in thickness composed of precast planks or concrete molded in place.

Each of said catchbasins shall be connected in a direct line which shall slope downward from the outlet to the sewer herein specified by means of tile pipe of eight (8) inches internal diameter. The inside bottom of said outlet shall be set four (4) feet above the floor of each of said catchbasins.

Said new manholes and new catchbasins shall be provided with a suitable cast iron cover, which cover, inclusive of lid, shall weigh five hundred forty (540) pounds. Said covers shall be set so that the top of same shall conform with the surface of the finished pavement herein described.

The concrete used in the construction of the manholes and catchbasins herein provided shall be composed of one (1) part of the best quality of portland cement, six (6) parts of clean torpedo sand, or clean crushed stone of uniformly varying sizes which will pass through a ring of three-eighths (⅜) inch internal diameter and be held on a two hundred (200) mesh sieve. Sample cylinders of the concrete or sample concrete blocks, when tested, should show a compressive strength of two thousand five hundred (2500) pounds per square inch as the average for five (5) samples tested and no single sample shall have a compressive strength of less than two thousand (2000) pounds per square inch.

The existing sewer manhole(s) located in the roadway(s) of above specified street(s) and the existing sewer catchbasin(s) located in said roadway(s) or in the sidewalk space adjacent to the curb lines of said above specified street(s) shall be adjusted with material of the same kind and quality as that of which they were originally constructed, or materials, herein specified for manholes and catchbasin(s), in such a manner as to make the top of the cover(s) of said manhole(s) and catchbasin(s) conform with the surface of the finished pavement herein described, or where an existing catchbasin is located in the sidewalk space the top of the cover(s) of said catchbasin(s) shall conform with the top of the adjacent curb.

Trench backfill (sand) to be used around manhole and catchbasin connections and where necessary.

Chicago Standard frame(s) and lid(s) to be used where necessary on said proposed improvement.

A catchbasin inlet shall be constructed in the gutter in the roadway(s) of said above specified street(s) opposite each of said existing sewer catchbasin(s) where such catchbasin(s) are located in the sidewalk space. Said inlet shall consist of a suitable cast iron frame weighing one hundred and ninety (190) pounds, a cast iron inlet grate twenty-one and one-half (21½) inches by fourteen and one-half (14½) inches weighing ninety (90) pounds with a cast iron inlet bend weighing eighty-five (85) pounds, set in a new pavement surface and foundation opposite the adjacent catchbasin in such a manner that the top of the cover of said inlet shall conform with the surface of the pavement herein described. The cast iron bends of said inlet shall be connected to the adjacent catchbasin approximately five (5) feet therefrom by means of eight (8) inch vitrified tile pipe. The center of the eight (8) inch tile pipe at its connection with said cast iron bend shall be twenty-one (21) inches below the top of said grade and at the connection with the catchbasin shall be forty-five (45) inches below the top of said catchbasin. The top of said cast iron grating shall conform to the upper surface of the gutter immediately adjacent.

All tile pipe used throughout said improvement shall be straight, smooth and sound, thoroughly burned, well glazed, free from lumps and other imperfections and of the following required thickness(es): for ten (10) inch pipe, seven-eighths (⅞) inch, for eight (8) inch pipe, three quarter (¾) inch.

The mortar used in the laying of tile pipe, in making connection with sewers and catchbasins and in adjusting sewer manholes and catchbasins as herein described shall consist of the best quality of natural hydraulic cement mortar or type two (2) portland cement mortar in the following proportions, viz: one (1) part natural hydraulic cement or one (1) part type two (2) portland cement and two (2) parts clean, sharp sand.

The elevation of the center of said eight (8) inch tile pipe from said new catchbasins where they connect with the said sewers shall be as follows:

| | *Feet above Datum* |
|---|---|
| N. OLEANDER AVENUE | |
| 115 feet south of south line of W. Addison Street | 48.09 |
| 255 feet north of north line of W. Cornelia Avenue | 47.21 |

| | *Feet above Datum* |
|---|---|
| 20 feet north of north line of W. Cornelia Avenue | 46.44 |
| 125 feet south of south line of W. Cornelia Avenue | 47.45 |
| 235 feet south of south line of W. Cornelia Avenue | 48.26 |
| 225 feet north of north line of W. Roscoe Street | 49.32 |
| 15 feet south of south line of W. Roscoe Street | 50.86 |
| 220 feet south of south line of W. Roscoe Street | 52.41 |
| 85 feet north of north line of W. School Street | 53.59 |
| 40 feet south of south line of W. School Street | 54.28 |
| 245 feet south of south line of W. School Street | 55.10 |
| 80 feet north of north line of W. Belmont Avenue | 56.08 |

### N. Oriole Avenue

| | |
|---|---|
| 420 feet north of north line of W. Cornelia Avenue | 46.17 |
| 305 feet north of north line of W. Cornelia Avenue | 45.83 |
| 95 feet north of north line of W. Cornelia Avenue | 45.04 |
| 40 feet south of south line of W. Cornelia Avenue | 47.83 |
| 290 feet south of south line of W. Cornelia Avenue | 50.01 |
| 190 feet north of north line of W. Roscoe Street | 50.55 |
| 15 feet south of south line of W. Roscoe Street | 51.26 |
| 195 feet south of south line of W. Roscoe Street | 52.24 |
| 135 feet north of north line of W. School Street | 53.93 |
| 95 feet south of south line of W. School Street | 55.16 |
| 180 feet north of north line of W. Belmont Avenue (to the east) | 56.11 |
| 5 feet north of north line of W. Belmont Avenue (to the east) | 52.70 |

### W. Cornelia Avenue

| | |
|---|---|
| 45 feet west of west line of N. Oleander Avenue | 44.36 |
| 90 feet east of east line of N. Oriole Avenue | 44.15 |
| 25 feet west of west line of N. Oriole Avenue | 43.86 |
| 100 feet east of east line of N. Ottawa Avenue | 43.62 |

### W. Roscoe Street

| | |
|---|---|
| 10 feet west of west line of N. Oleander Avenue | 50.91 |
| 20 feet east of east line of N. Oriole Avenue | 51.30 |
| 10 feet west of west line of N. Oriole Avenue | 51.36 |
| 35 feet east of east line of N. Ottawa Avenue | 52.10 |

### W. School Street

| | *Feet above Datum* |
|---|---|
| 15 feet west of west line of N. Oleander Avenue | 54.36 |
| 20 feet east of east line of N. Oriole Avenue | 55.09 |
| 115 feet west of west line of N. Oriole Avenue | 56.02 |
| 20 feet east of east line of N. Ottawa Avenue | 55.58 |

The above elevations as fixed shall be measured from Chicago City datum as established by the City Council of the City of Chicago.

A concrete combined curb and gutter shall be constructed on each side of the roadway of each of said specified street(s) between the points herein described except where said roadway(s) intersect(s) and also except across the roadway(s) of the several intersecting alley(s), in such a manner that the roadway face of the curb shall be parallel with and seventeen (17) feet from the center line of each of said specified street(s), except where the curb line(s) of said specified street(s) intersect(s) the curb lines of the intersecting street(s) where the roadway face of the curb of said combined curb and gutter shall be constructed to conform to an arc of a circle having a radius of fifteen (15) feet; and a concrete combined curb and gutter shall be constructed on each side of the roadway(s) of all intersecting alley(s) extended from the curb line(s) to the street line(s) on each side of said specified street(s) between the points herein described, in such a manner that the back of the curb shall conform with the alley line(s) produced of said intersecting alley(s), except where the curb line(s) of said specified street(s) intersect(s) the curb line(s) of the intersecting alley(s) where the roadway face of the curb of said combined curb and gutter shall be constructed to conform to an arc of a circle having a radius of nine (9) feet.

Said combined curb and gutter shall conform to the following physical requirements, to wit:

### Class "A" and "X" Concrete

| *Cement:* | *Minimum* | *Maximum* |
|---|---|---|
| Type 1 Portland Cement, Cubic feet per Cubic Yard of Concrete | 5.75 | 6.00 |
| Water (Including Free Water in Aggregate), Gallons per Bag of Cement | ........ | 5.50 |
| Entrained Air (Per cent of Volume of Concrete) | 3 | 5 |
| Slump Inches (According to Standard Established by American Society for Testing Materials (C143-39)) | ........ | 4 |
| Cylinder Crushing Strength Pounds per Square Inch (According to Standard established by American Society for Testing Materials (C31-44 and C39-44)) | | |
| 7 days ........2000 | | |
| 28 days ........3000 | | |

The curb shall be seven (7) inches thick and the height at the back shall vary from nineteen (19) inches at the catchbasin inlets to thirteen (13) inches at the summits and the gutter shall be twelve (12) inches in width and ten (10) inches in thickness. The upper roadway edge of the curb shall be rounded to an arc of a circle having a radius of two (2) inches.

Said combined curb and gutter shall be constructed upon a foundation flooded with water and thoroughly compacted to an even surface, and said combined curb and gutter shall be backfilled with earth free from animal or vegetable matter, said filling to be four (4) feet wide at the top of the curb and even therewith and shall slope down at the rate of one and one-half (1½) feet horizontal to one (1) foot vertical.

Said combined curb and gutter shall conform to the surface of the finished roadway(s) as herein described. The top edge of the curb on each side of the roadway of each of said specified street(s) shall be at an elevation of straight lines connecting the several points at the curb elevations herein described, and the top edge of the curb on each side of the roadways of all intersecting alley(s) extended from the curb line of each side of each of said specified street(s) shall rise from the curb line to the street line at the rate of one (1) inch vertical to three (3) feet horizontal from the elevation of the curb of said specified street(s) between the points herein described. The curb elevations of said specified street(s) shall be as follows, to wit:

| | *Feet above Datum* |
|---|---|
| N. OLEANDER AVENUE | |
| Intersection of W. Addison Street | 58.30 |
| East and west alley first south of W. Addison Street | 57.00 |
| Intersection of W. Cornelia Avenue | 56.00 |
| Intersection of W. Roscoe Street | 58.00 |
| 200 feet north of north line of W. School Street | 62.00 |
| Intersection of W. School Street | 62.50 |
| Intersection of W. Belmont Avenue | 63.30 |
| N. ORIOLE AVENUE | |
| Intersection of W. Addison Street | 58.20 |
| 125 feet south of south line of W. Addison Street (to the east) | 56.50 |
| Intersection of W.Cornelia Avenue | 56.50 |
| 200 feet north of north line of W. Roscoe Street | 57.00 |
| Intersection of W. Roscoe Street | 58.50 |
| 200 feet north of north line of W. School Street | 64.50 |
| Intersection of W. School Street | 65.00 |
| Intersection of W. Belmont Avenue | 63.20 |
| W. CORNELIA AVENUE | |
| 125 feet east of east line of N. Ottawa Avenue | 56.50 |
| Intersection of N. Ottawa Avenue | 57.50 |
| W. ROSCOE STREET | |
| Intersection of N. Ottawa Avenue | 60.00 |
| 125 feet west of west line of N. Oriole Avenue | 60.00 |
| W. SCHOOL STREET | |
| Intersection of N. Ottawa Avenue | 63.50 |

The above elevations as fixed shall be measured from Chicago City datum as established by the City Council of the City of Chicago.

The roadway(s) of the several street(s) heretofore specified between the points herein described, also the roadway(s) of all intersecting alley(s) extended from the curb line to the street line on each side of said specified street(s) between the points herein described, after removing trees therefrom, shall be so graded by cutting for filling and compacted by rolling with a roller of ten (10) tons weight that after the grading of the roadbed(s) is completed and the pavement herein described placed thereon, the surface of the finished pavement at the center of the roadway of each of said specified streets shall be at the elevation of the top of the curbing herein described; and the surface of the said finished pavement at the summits in the gutters between catchbasins and adjoining the roadway face of the curbing shall be three (3) inches below the top of said curbing, and at the catchbasin inlets in the gutters adjoining the roadway face of the curbing shall be nine (9) inches below the top of said curbing. The slope of the gutters adjoining the roadway face of said curbing shall be uniform from the summits to the catchbasin inlets.

A transverse section of the surface of the finished pavement and gutters shall be an arc of a circle passing through the said gutter elevations and the elevation of the center of said finished roadway at every part of the roadway of each of said specified street(s) between the points herein described.

In all intersecting alley(s) herein specified at the street line(s) of said specified street(s) the surface of the finished pavement adjoining the curbing shall be even with the top of the curbing, and the surface of the finished pavement at the center of the roadway(s) of said alley(s) shall be three (3) inches below the top of the curbing; and a transverse section of the surface of the finished pavement at the street line(s) of said specified street(s) shall be an arc of a circle passing through the surface of the pavement adjoining said curbing and the surface of the pavement at the center of said finished roadway(s). The surface of the said pavement thence shall slope gradually to meet the surface of the finished pavement at the curb lines of said specified street(s).

On the sub-grade as formed and compacted shall be spread an insulation course of limestone screenings. Said insulation course shall be one (1) inch in thickness and shall extend across the full width of the roadbed.

On the insulation course as formed and compacted shall be spread a foundation course consisting of a layer of crushed limestone of the best quality, broken so as to pass through a ring of four (4) inches internal diameter and held on a ring of two (2) inches internal diameter. The stone spread shall be well graded as to sizes. It shall be evenly distributed so as to leave no pockets filled with the small size stone. This layer shall be thoroughly rolled with a self propelled three wheel roller, weighing not less than ten (10) tons. The rolling shall begin at the edge of the pavement and the roller shall move parallel with the center line of the roadway. The roller shall progress gradually towards the center of the roadway, uniformly lapping each preceding track, covering the entire surface with the rear wheels and continuing until the stone does not creep or move ahead of the roller. After the crushed limestone has been thoroughly rolled and keyed, limestone screenings shall be applied gradually over the surface and the rolling continued until sufficient screenings have been applied to completely fill the interstices. The screenings shall be swept in with hand brooms to properly fill the voids. The spreading and rolling shall continue until no more screenings will go in dry. No excess of screenings shall be used before applying water. Immediately after the voids have been filled with screenings, the macadam shall be sprinkled until saturated, the sprinkler being followed by a roller. More screenings shall be added if necessary. The sprinkling, sweeping and rolling shall continue until a grout shall be formed of the screening and water that will fill all voids, and form a wave of grout before the wheels of the roller. The quantity of screening and water necessary to fill the voids shall be determined by the engineer and shall be sufficient to produce a rough, granular surface. The rolling, at all times, shall begin at the sides, and then progress toward the center, thoroughly covering the entire surface with the rear wheels. When compacted, this layer shall measure not less than five (5) inches in thickness.

Upon the finished waterbound macadam base there shall be uniformly applied by an approved type of spreader box, two (2) inch stone to a depth providing a total base course thickness of three (3) inches after final compaction. After shaping to grade and rolling with a ten (10) ton roller three quarter (¾) inch stone chips shall be broadcast and broomed into the surface voids at the rate of fifteen (15) pounds per square yard. Liquid asphalt at a temperature of 140 degrees F. shall be uniformly applied by a pressure distributor at a rate of one and one-half (1½) gallons per square yard. Stone chips shall again be broadcast and broomed uniformly over the surface at the rate of fifteen (15) pounds per square yard. Liquid asphalt shall be uniformly applied by a pressure distributor at the rate of one-half (½) gallon per square yard. Stone chips shall be broadcast again at the rate of ten (10) pounds per square yard. The surface shall then be thoroughly rolled. The asphalt shall conform to the State Specification for Emulsified Asphalt R. S. 2, Page 640 of Illinois Standard Specifications for Road and Bridge Construction adopted January 2, 1952.

On the said foundation course shall be placed an asphaltic concrete surface course two (2) inches in thickness consisting of an asphaltic concrete mixture conforming to the standard requirements of the Illinois State Division of Highways for Type 1-11 Asphaltic Concrete adopted January 2, 1952, as follows: The asphaltic mix shall consist of a mineral aggregate bonded with the asphaltic cement. The mineral aggregate shall consist of the best quality of crushed gravel or crushed stone in sizes graduated in accordance with the following table, viz:

*Asphaltic Concrete Surface Course, Fine Dense Graded Aggregate Type*

| | |
|---|---|
| Passing ½ inch sieve | 95-100% |
| Passing ½ inch, retained on No. 4 sieve | 45- 65% |
| Passing No. 4 retained on No. 10 sieve | 10- 30% |
| Passing No. 10 retained on No. 40 sieve | 5- 18% |
| Passing No. 40 retained on No. 50 sieve | 7- 22% |
| Passing No. 80 retained on No. 200 sieve | 5- 13% |
| Passing No. 200 sieve | 4- 8% |
| Bitumen | 5- 7% |

(Table 45.11p. 247 State Specifications)

The asphaltic cement shall conform with the standard requirements of the Illinois State Division of Highways for Grade P.A. 6 Paving Asphalt, adopted January 2, 1952. It shall have a flash point (Cleveland open cup) 500 plus Fahrenheit. It shall have penetration at seventy-seven (77) degrees Fahrenheit of seventy-five (75) to eighty-five (85), and at least ninety-nine and five-tenths (99.5) per cent of bitumen shall be soluble in carbon disulphide.

When fifty (50) grams of said paving asphalt is heated in an uncovered tin box five and one-half (5½) centimeters in diameter and three and one-half (3½) centimeters in depth, and is held at a temperature of three hundred and twenty-five (325) degrees Fahrenheit for five (5) hours, then it shall have lost not over two (2) per cent by weight and the penetration of the residue thus obtained shall not be less than seventy (70) per cent of the penetration before such heating, said penetration being determined as herein described. Said paving asphalt shall have a ductility of not less than one hundred (100) centimeters being determined by elongating a briquette Dow form of said paving asphalt at uniform rate of five (5) centimeters per minute at a temperature of seventy-seven (77) degrees Fahrenheit.

The paving asphalt and mineral aggregate shall be mixed when heated between three hundred (300) and three hundred fifty (350) degrees Fahrenheit in an approved mixer to produce a homogenous mixture in which all particles of aggregate are coated uniformly. The heated mixture shall be delivered to the pavement in trucks with approved clean tight dump bodies. The temperature when delivered at the street shall be between two hundred fifty (250) and three hundred fifty (350) degrees Fahrenheit. Upon arrival, the asphaltic mixture shall be spread upon the prepared base at a uniform depth and consistency so that the thickness when compacted as herein described will be two (2) inches.

Immediately after the asphalt surface course shall be spread it shall be connected thoroughly and uniformly with a three (3) wheel roller of a tandem roller. The asphalt paving mix shall be dumped first upon approved steel dump pans outside of the area on which it is to be spread. Immediately thereafter it shall be distributed into place with shovels and spread with rakes in layers of uniform density and correct depth, unless a spreading machine is used. If a spreading machine is used it shall be of a type approved by the Board of Local Improvements. Immediately after the surface course mixture is placed it shall be compacted thoroughly with a three (3) wheel roller of a tandem roller. One (1) or more three (3) wheel rollers and one (1) or more tandem rollers will be required. The actual number of such rollers to be determined by the Engineer in accordance with the progress of the work. If the production of the asphalt plant delivered to the pavement exceeds seventy-five (75) tons per hour additional rollers shall be furnished as directed by said Engineer. After a final rolling the asphalt surface course shall at all points have a density of not less than ninety-five (95) per cent of the maximum possible density of a voidless pavement composed of the same materials in like proportions.

### POZZOLANIC BASE COURSE

IV-2. On the subgrade as formed and compacted shall be placed and compacted to the depth shown on the plans and as herein provided.

(a) The pozzolanic base course shall be constructed in layers not more than 6 inch (compacted) in thickness. When the thickness specified is more than 6 inches the base course shall be constructed in 2 or more approximately equal layers. Each layer shall be deposited, full-lane width, directly on the prepared subgrade or on the preceeding layer of compacted mixture with a mechanical spreader box of a type approved by the Engineer. Where the base must be constructed in more than one layer, the previous layer shall be maintained in a moistened condition until the succeeding layer is placed. After having been tested for density and approved by the Engineer, the previous layer shall be raked to a depth of one inch and dampened with water immediately prior to placing the succeeding layer so that the layers are in it together. The second layer must be placed the same day as the first layer. The Engineer of the Board of Local Improvements shall determine when the base course shall be constructed in one or more lifts. When placed, the pozzolanic mixture shall be free from segregation and shall require minimum blanding and manipulation. Immediately after placing, the mixture shall be compacted with a pneumatic-tired roller, or with a vibratory compactor, or with a combination of the two. The base course, shall be given a final rolling with a three wheel or tandem roller. If the pozzolanic base is placed on gradual sub-base, the pozzolanic base shall be compacted to at least 100 per cent of maximum density except that if more than one layer is required the first layer shall be compacted to 97% of maximum density and succeeding layers shall be compacted to 100% of maximum density.

(b) All pozzolanic mixture shall be placed and compacted the same day as it is mixed. The entire base course within the increment of work shall be completed within 24 hours.

(c) Except in specific cases, when otherwise permitted by the Engineer the pozzolanic base course mixture shall be placed between April 15 and October 15 and only when the temperature is 40 or more.

(d) The three wheel or tandem rollers shall weigh from 6 to 10 tons and shall weigh not less than 200 pounds nor more than 325 pounds per inch width of roller. The compression developed by the pneumatic-tired roller shall be not less than 225 pounds per inch of tire width.

IV-4. MATERIALS. All materials shall conform to the following requirements:

(a) Lime. High-calcium hydrated lime or monohydrated dolomitic lime shall be used. The lime shall have a total oxide (calcium and magnesium) equivalent of not less than 85 per cent and a loss of ignition of not more than 25 per cent. Monohydrated dolomitic lime shall have only the calcium component hydrated. Exposure of the lime to air shall be held to a minimum. If more than 10 per cent of the lime has reverted to a carbonate, it shall not be used.

(b) Fly ash. The pozzolan, prior to dampening thereof to alleviate the dust problem shall comply with the requirements of AST Designation: C-379 or C-432 with 10% maximum loss on ignition. The tests prescribed by this specification shall be performed at the option of the engineer. At the time of mixing the pozzolan shall be in a finely divided condition such that 95% shall pass a ½ inch sieve when dry-sieved.

(c) Course Aggregate. The coarse aggregate shall be gravel, crushed stone, crushed slag or boiler slag meeting the following requirements:

(1) Gravel, crushed stone or crushed slag. The gradation for all three materials, shall be as follows:

| *Sieve* | *Per Cent by Weight Passing* |
|---|---|
| One inch | 100% |
| ½ inch | 60-100% |
| No. 4 | 40-100% |
| No. 40 | 10- 35% |
| No. 200 | |
| (gravel) | 0- 10% |
| (crushed stone & slag) | 0- 15% |

(2) Boiler slag. The slag shall be wet bottom boiler slag produced as a by-product of a power plant burning pulverized bituminous coal. The slag shall be composed of hard durable particles and shall be free of excessive or harmful amounts or foreign substances. Boiler slag or granulated slag in an oven dry condition shall meet the following gradation requirements:

| *Sieve* | *Per Cent by Weight Passing* |
|---|---|
| No. 4 | 80-100% |
| No. 10 | 55- 90% |
| No. 40 | 0- 25% |
| No. 200 | 0- 10% |

Note: Granulated slag will be permitted only when authorized in writing by the Engineer.

(d) Samples. The contractor, shall at his own expense, submit to the Engineer a minimum of 25 pounds of lime, 100 pounds of fly ash and 150 pounds of the course aggregate which he proposed for use in the pozzolanic mixture. The lime, when sampled, shall immediately be placed in a sealed container and shall be kept sealed. Samples shall be furnished at least 45 days prior to the construction of the pozzolanic base course. The samples as submitted will be tested for acceptance of materials and also to determine whether or not they will produce a satisfactory mixture; and will be used to determine preliminary proportions for the mixture composition.

IV-4. COMPOSITION OF MIXTURE.

(a) The lime, pozzolan and aggregate shall be proportioned within the following limits on a dry-weight basis:

PERCENT BY WEIGHT OF TOTAL DRY MIXTURE

| *Ingredient* | *Gravel, Crushed Stone, Crushed Slag or Aggregate Blend* | *Boiler Slag* |
|---|---|---|
| Lime | 2- 5 | 2- 4 |
| Pozzolan | 8-16 | 15-30 |
| Aggregate | 79-90 | 56-78 |

(b) The actual proportions of lime, pozzolan, water and aggregate will be set by the Engineer before work begins and will be based on tests conducted on mixtures composed of samples of the constituent materials furnished by the Contractor. The right is reserved by the Engineer to make such changes in proportions during the progress of the work as he may consider necessary.

(c) The composition of the mixture shall be such that when molded into cylinders, cured and tested as stated in the following paragraph, each cylinder shall have a minimum compressive strength of 450 psi and a maximum weight loss of 14% after 12 cycles of freezing and thawing.

(d) Test cylinders shall be molded at the optimum moisture content and maximum density in accordance with AASHO Designation T 180, Method C, except that the 5 lift requirement is replaced with 3 lifts and no replacement of coarse aggregate (+¾ inch sieve) is made. The molded specimens shall immediately be placed in an oven with forced air circulation for 7 days at 100+3 F. At the end of 7 days, the test cylinders for compressive strength testing shall be removed from the containers, allowed to cool to room temperature, soaked for four hours capped and broken for compressive strength within one hour of time of removal from water. The specimens to be tested for freeze-thaw resistance shall be cured in the same manner as the strength specimens without the 4 hour soaking period. After curing the specimens shall be subjected to 12 cycles of freezing and thawing in accordance with AASHO Designation:

D 560, sections 5, 9 and 10 pertaining to specimen No. 2 (weight loss specimen).

IV-5. MIXING.

(a) The constituents of the mixture shall be accurately proportioned and thoroughly mixed in a mechanical mixer at a central mixing plant. The measuring devices for proportioning the mixer, either by volume or by weight shall be of such accuracy that the proportions of the mixture based on total dry weight will be maintained within the following tolerances:

| | |
|---|---|
| Lime | +0.3 percent by weight |
| Fly ash | +1.5 percent by weight |
| Aggregate | +2.0 percent by weight |

(b) The equipment used must be provided with means, meeting with approval of the Engineer, for calibration and check tests of measuring devices. In all plants, the water shall be proportioned by weight or volume and there shall be means by which the Engineer may readily verify the amount of water per batch or the rate of flow for continuous mixing. The contractor shall provide a platform scale and make arrangements for the use of a certified truck scale of sufficient capacity for calibration and periodic check tests of the feeders or measuring devices as needed during production.

(c) The mixer shall be capable of producing a uniform mixture. Mixing operations shall be continued until all ingredients are distributed evenly throughout the mixture and a uniform mixture, free of segregation, is obtained. The engineer shall be the sole judge of the adequacy of mixing. The mixer shall be capable of discharging the mixture without undue segregation. The moisture content at the time of compaction will be within 85 to 110 percent of the optimum moisture determined.

IV-6. PRIME COAT. On the prepared base after removing, by sweeping or otherwise, any loose material, dirt or debris, shall be applied a prime coat of bituminous material at the rate of 0.15 to 0.30 gallons per square yard, using asphalt: MC - O.

Prime coat for the above and its application shall conform to the following:

(a) This material shall be homogenous and shall show no separation of asphalt after thorough mixing, within 30 days after delivery, provided separation has not been caused by freezing. It shall coat the aggregate being used in the work to the satisfaction of the engineer and shall conform to the following requirements:

| | | |
|---|---|---|
| Flash Point (Tag open cup) °F. | | 100 plus |
| Viscosity, Saybolt Furolat 77°., | Sec. 75-150 | |
| Distillate to 437° F. | 25- | |
| Distillate to 500° F. | 40- 70 | |
| Distillate to 600° F. | 75- 93 | |
| Residue from Distillation to 680° F. percent volume by difference | | 50 plus |
| Tests on Residue: | | |
| Penetration at 77° F. 100g 5, | Sec. 150-300 | |
| Ductility at 77° F. cm (when penetration at 77° F. is between 150-200) | | 100 plus |
| Ductility at 60° F. cm (when penetration at 77° F. is between 200-300) | | 100 plus |
| Bitumen soluble in carbon disulphide, percent | | 99.5 plus |

(b) The pressure distributor used for applying the liquid shall meet the following requirements:

It shall operate smoothly at low speed.

It shall have a dial and pressure gauge, spray bars of various lengths, and a hand spray bar for applying materials at street and alley returns and radius corners.

(c) A tank thermometer to determine the temperature of the contents of the tank and a tachometer to enable the driver to maintain the constant speed necessary for the correct application of the specified quantity of bitumen. The cost of this material, together with the cost of labor, equipment and other costs required in placing such materials shall be included in the unit price bid per square yard of pavement.

Upon the primed pozzolanic base course shall be placed 2 courses of asphaltic concrete and shall meet the same requirements as previously stated.

### SECTION VI

VI-I—This item shall consist of a mixture of aggregate (crushed stone) and bituminous material, plant mixed and constructed on a prepared subgrade in accordance with the requirements of the Board of Local Improvements. The base course shall be laid according to the lines and grades as established by the Engineer. The thickness will be as shown on the standards or plans or as established by the Engineer.

VI-II—All materials shall conform to the requirements of the Standard Specifications for Road and Bridge construction, State of Illinois, adopted August 1, 1968 and the supplemental specifications in effect on the date of invitation for bids.

(a) The sources of supply shall be State approved. Satisfactory evidence shall be presented by the material supplier as to the ability of the source of supply to furnish the aggregate in proper quantity and meet the requirements as to grading and quality.

(b) Gradation of the aggregate shall meet the following requirements:

| | |
|---|---|
| Passing 1″ sieve | 100% |
| Passing ½″ sieve | 60-100% |
| Passing No. 4 sieve | 40- 65% |
| Passing No. 8 sieve | 25- 55% |
| Passing No. 200 sieve | 5- 15% |

The Contractor may have the option of deviating from these requirements provided he receive the approval of the Engineer. The Contractor must notify the Engineer a sufficient time in advance of his operation.

(c) If approved by the Engineer, the material may be produced by blending aggregate from more than one source. The components of a blend need not be of the same kind of material. The method of blending must meet the approval of the Engineer. The sources of material and the blending proportions shall not be changed during the progress of the work without written permission from the Engineer.

(d) The bituminous materials used in the mixture shall be asphalt cements of 85-100, 100-120, or 120-150 Penetration grade. The same grade of bituminous material shall be used throughout the work. The Engineer reserves the right to specify the grade to be used. The percentage of residual bitumin shall be 3 to 6%. The Engineer may make such changes in proportions during the progress of the work as he may consider necessary.

(e) *Samples and Tests.*

A ½ gallon sample of the bituminous aggregate mixture for each 5,000 tons produced, shall be taken by the Engineer for extraction tests. A minimum of three samples shall be submitted. The sample shall be a composite sample taken from at least 5 trucks. A one-quart sample of the bituminous material being used shall be taken by the Engineer at the same time the bituminous aggregate mixture sample is taken. The sample shall be taken from the line leading to the asphalt bucket or pug mill spray bar or directly from the asphalt bucket or spray bar. Paving Asphalt shall be submitted in a one-quart friction top can.

(f) *Mixture Composition and Control Factors.* The Contractor, at his expense, shall submit a sample of 100 pounds of the aggregate to the Engineer which he proposes to use in the bituminous mixture. The sample shall be submitted at least three weeks prior to start of base construction. The aggregate sample shall be taken under the supervision of the Engineer.

At the time of submitting the sample, the Contractor shall state the source of the aggregate and the source and grade of the asphalt that he will use. The sample submitted to the Engineer when mixed with the designated grade of asphalt shall produce a satisfactory bituminous mixture that will have a strength of at least 100 pounds greater than the minimum requirements shown on the plans. If the material will not produce a satisfactory mixture meeting this requirement, the Contractor shall submit a material that will comply.

If the aggregate furnished for design purposes contains some crushed material, the Contractor shall submit with the sample a statement giving the percentage of plus No. 4 material that is crushed. Throughout the improvement this percentage shall be maintained within a minus 5 percentage points of this amount.

(g) The mix to be used shall be prepared as required by the appropriate state specification.

(h) The Engineer may order any tests that he may deem necessary to insure the quality of the work.

VI-III—*Construction Procedure.*

(a) Transportation of Bituminous mixes shall be governed by Article 46.14 of the Standard State Specifications.

(b) The subgrade shall be prepared as required in Section II of these specifications. The Contractor shall notify the Board of Local Improvements a sufficient time before laying the base course to allow for an inspection of the subgrade. The base course shall not be placed except in the presence of the Engineer or his representative.

(c) The base course shall be spread by an approved type asphalt spreading and finishing machine. The machine shall meet the requirements of Article 133.3 and its addendums of the State Specifications, or it may be a type approved by the Engineer.

(d) The base course shall be constructed only when the temperature in the shade is at least 40 degrees F. In specific cases, the Engineer may order a waiver of this limitation.

(e) The base course mix shall be delivered at a temperature of 225 degrees to 325 degrees F.

(f) The base course may be constructed in one or more courses, the decision shall be made by the Engineer for each project.

(g) The base course shall be compacted with three-wheel rollers or tandem rollers weighing from 6 to 12 tons and shall not weigh less than 200 pounds nor more than 400 pounds per inch of width of roller. Vibrating rollers will be permitted if approved by the Engineer.

(h) The first layer of the bituminous mixture shall be compacted to a density of not less than 90% of the theoretical density. Succeeding layers or where one layer is used shall be compacted to a density of not less than 90%. The theoretical density shall be computed from the saturated surface dry specific gravity of the aggregate, and the specific gravity of the asphalt at 77 degrees F., or it may be determined by the high pressure air meter. The density of each of the finished layers of bituminous mixes shall be obtained from specimens furnished by the Contractor. Specimens shall be cut by the Contractor from the finished layer with a core drill. The diameter of a specimen shall in no case be less than 3⅞ inches nor more than 4 inches. Four specimens shall be taken for each day's run for each layer. When directed by the Engineer, additional specimens shall be taken, but the total number from one day's run shall not exceed 20. The Contractor shall remove the specimens at locations designated by and in the presence of the Engineer and transport them to a location designated by the Engineer. Extreme care shall be taken to avoid damage to the specimens. The holes caused by the removal of the specimens shall be refilled immediately with bituminous aggregate mixture meeting these specifications, compacted and finished to the satisfaction of the Engineer. The cost of the work required in taking and transporting the specimens and in refilling the holes caused by removal of the specimens shall not be paid for separately, but shall be included in the unit price bid per square yard for pavement.

(i) The stability of the completed base course shall be not less than 900 pounds as required by the State of Illinois.

(j) *Tolerance in Thickness.* It is the intent that the base course shall be constructed to the nominal thickness shown on the plans. Thickness determinations shall be made at such points as the Engineer may select. If thicknesses less than 95% of nominal thickness are encountered, the extent and depth of the deficient area shall be determined and Bituminous Mixture Base Course or Bituminous Concrete Surface Course shall be placed by the Contractor at his expense to bring the deficient area of the base to nominal thickness. If Bituminous Concrete Surface Course is used, it may be placed as part of the surfacing operation.

(k) On the finished base course shall be laid a bituminous concrete course of 1½ inches in thickness, the surface course shall be constructed in accordance with the requirements of Section IV-12 through IV-19 of these Specifications.

P.C.C. Sidewalk removal and replacement.

Concrete crosswalks shall be built according to the Standard City Code of the City of Chicago.

The concrete shall conform to Class X Concrete (as described in this ordinance for curbs and gutters).

All existing catchbasins which are to be abandoned are located at the intersections of said street(s). Where existing catchbasins are to be abandoned, the outlet pipe connection from the catchbasin to the sewer shall be plugged and properly sealed and the corbel courses broken down and the catchbasin cleaned and filled with suitable material.

Curb removal where necessary.

P.C.C. Driveways removal and replacement.

Said work is to be done in a workmanlike manner under the superintendence of the Board of Local Improvements of the said City of Chicago.

*Section 2.* That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost hereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

*Section 3.* The said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled, "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment the sum of Fifteen Thousand Seventy-Four and Fifty One-Hundredths Dollars ($15,074.50) not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

*Section 4.* That the aggregate amount herein ordered to be assessed against the property, and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of six (6) per centum per annum according to law until paid.

*Section 5.* That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (excepting such part, if any, that is chargeable to the City of Chicago for public benefits to public lands), bonds shall be issued payable out of said installments bearing interest at the rate of six (6) per centum per annum, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provision of the Act of the General Assembly of the State of Illinois, entitled, "An Act Concerning Local Improvements," approved June 14th, A.D. 1897, and the amendments thereto.

*Section 6.* That the Corporation Counsel be and he is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

*Section 7.* That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

*Section 8.* This ordinance shall be in force from and after its passage.

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# REPORTS OF COMMITTEES.

**Committee reports were submitted as indicated below.** ***No request under the statute was made by any two aldermen present to defer any of said reports for final action thereon, to the next regular meeting of the Council, except where otherwise indicated.***

## COMMITTEE ON FINANCE.

### Taxes Reduced for Board of Junior College District No. 508 for Years 1970 to 1976, Incl. for Building Purposes and for Purchase of Grounds.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, to reduce the levy of taxes for the Board of Junior College District No. 508 for the years 1970 to 1976 inclusive, for building purposes and for the purchase of grounds.

**On motion of Alderman Keane the said proposed ordinance was *Passed*, by yeas and nays as follows:**

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Marzullo, Zydlo, Jambrone, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—42.

*Nays*—None.

The following is said ordinance as passed:

AN ORDINANCE

Authorizing and Directing the County Clerk of Cook County, Illinois and the County Clerk of Du Page County, Illinois, to Reduce Taxes to be Extended for Junior College District No. 508, County of Cook and State of Illinois, for Building Purposes and the Purchase of Grounds for each of the Fiscal Years 1970 to 1976, inclusive.

Whereas, In pursuance of Section 7-18 of the Public Junior College Act, as amended, of the State of Illinois, the City Council of the City of Chicago on January 19, 1970, upon the demand and under the direction of the Board of Junior College District No. 508, County of Cook and State of Illinois, did levy by Ordinance a tax upon the equalized assessed value of the taxable property in Junior College District No. 508, County of Cook and State of Illinois, for Junior College District No. 508, County of Cook and State of Illinois, for building purposes and the purchase of grounds for the fiscal year 1970 in the sum of $5,721,334, which sum was equivalent to the product of the value of the taxable property in Junior College District No. 508, County of Cook and State of Illinois, as ascertained by the last assessment for State and county taxes previous to the passage of the budget, multiplied by the maximum per cent or rate of tax which the City Council of the City of Chicago was authorized by law to levy for Junior College District No. 508, County of Cook and State of Illinois, for building purposes and the purchase of grounds for the fiscal year 1970; and

Whereas, Under provisions of Section 7-26 of the Public Junior College Act, as amended, of the State of Illinois, the Board of Junior College District No. 508, County of Cook and State of Illinois, by Resolution has authorized the issuance of $15,000,000 Building Bonds, Series 1970, and has requested the City Council of the City of Chicago to consent by Ordinance to the issuance of said bonds; and

Whereas, The City Council of the City of Chicago did consent by Ordinance to the issuance of said bonds; and

Whereas, The Board of Junior College District No. 508, County of Cook and State of Illinois, did certify by Resolution that it requires to be levied a tax upon the equalized assessed value of the taxable property in Junior College District No. 508, County of Cook and State of Illinois, for the purpose of providing revenue for the payment of the principal of and interest on $15,000,000 Building Bonds, Series 1970, for each of the fiscal years 1970 to 1976, inclusive; and

Whereas, The City Council of the City of Chicago did levy a tax upon the equalized assessed value of the taxable property in Junior College District No. 508, County of Cook and State of Illinois, for Junior College District No. 508, County of Cook and State of Illinois, for the purpose of providing revenue for the payment of the principal of and interest on $15,000,000 Building Bonds, Series 1970, for each of the fiscal years 1970 to 1976, inclusive, as follows:

| *Year* | *Amount* |
|---|---|
| 1970 | $4,236,500 |
| 1971 | 3,218,250 |
| 1972 | 3,073,250 |
| 1973 | 2,929,500 |
| 1974 | 2,287,000 |
| 1975 | 2,173,000 |
| 1976 | 1,058,000 |

Whereas, Section 7-18 of the Public Junior College Act, as amended, of the State of Illinois, provides that when bonds are issued by the Board of Junior College District No. 508, County of Cook and State of Illinois, as authorized by Section 7-26 of the Public Junior College Act, as amended, of the State of Illinois, the rate of tax authorized to be levied for Junior College District No. 508, County of Cook and State of Illinois, for building purposes and the purchase of grounds shall be reduced each year by the rate of tax necessary to be levied for that year for the purpose of providing revenue to pay the principal of and interest on such bonds when issued; and

Whereas, The Board of Junior College District No. 508, County of Cook and State of Illinois, did adopt a Resolution demanding and directing the City Council of the City of Chicago to authorize and direct the County Clerk of Cook County, Illinois, and the County Clerk of DuPage County, Illinois, to reduce taxes to be extended for Junior College District No. 508, County of Cook and State of Illinois, for building purposes and the purchase of grounds for each of the fiscal years 1970 to 1976, inclusive.

"Board of Junior College District No. 508
County of Cook and State of Illinois.

RESOLUTION

Demanding and Directing the City Council of the City of Chicago to Authorize and Direct the County Clerk of Cook County, Illinois, and the County Clerk of Du Page County, Illinois, to Reduce Taxes to be extended for Building Purposes and the Purchase of Grounds for each of the Fiscal Years 1970 to 1976, inclusive.

"Whereas, In pursuance of Section 7-18 of the Public Junior College Act, as amended, of the State of Illinois, the City Council of the City of Chicago on January 19, 1970, upon the demand and under the direction of the Board of Junior College District No. 508, County of Cook and State of Illinois, did levy by Ordinance a tax upon the equalized assessed value of the taxable property in Junior College District No. 508, County of Cook and State of Illinois, for Junior College District No. 508, County of Cook and State of Illinois, for building purposes and the purchase of grounds for the fiscal year 1970 in the sum of $5,721,334, which sum was equivalent to the product of the value of the taxable property in Junior College District No. 508, County of Cook and State of Illinois, as ascertained by the last assessment for State and County taxes previous to the passage of the budget, multiplied by the maximum per cent or rate of tax which the City Council of the City of Chicago was authorized by law to levy for Junior College District No. 508, County of Cook and State of Illinois, for building purposes and the purchase of grounds for the fiscal year 1970; and

"Whereas, Under provisions of Section 7-26 of the Public Junior College Act, as amended, of the State of Illinois, the Board of Junior College District No. 508, County of Cook and State of Illinois, by Resolution has authorized the issuance of $15,000,000 Building Bonds, Series 1970, and has requested the City Council of the City of Chicago to consent by Ordinance to the issuance of said bonds; and

"Whereas, The Board of Junior College District No. 508, County of Cook and State of Illinois, did certify by Resolution that it requires to be levied a tax upon the equalized assessed value of the taxable property in Junior College District No. 508, County of Cook and State of Illinois, for the purpose of providing revenue for the payment of the principal of and interest on $15,000,000 Building Bonds, Series 1970, for each of the fiscal years 1970 to 1976, inclusive; and

"Whereas, Section 7-18 of the Public Junior College Act, as amended, of the State of Illinois, provides that when bonds are issued by the Board of Junior College District No. 508, County of Cook and State of Illinois, as authorized by section 7-26 of the Public Junior College Act, as amended, of the State of Illinois, the rate of tax authorized to be levied for Junior College District No. 508, County of Cook and State of Illinois, for building purposes and the purchase of grounds shall be reduced each year by the rate of tax necessary to be levied for that year for the purpose of providing revenue to pay the principal of and interest on such bonds when issued; now, therefore,

"Be It Resolved, By the Board of Junior College District No. 508, County of Cook and State of Illinois, as follows:

"Section 1. The Board of Junior College District No. 508, County of Cook and State of Illinois, hereby demands and directs the City Council of the City of Chicago to authorize and direct the County Clerk of Cook County, Illinois, and the County Clerk of DuPage County, Illinois, to reduce the total amount of taxes heretofore levied in the amount of $5,721,334 and to be extended for Junior College District No. 508, County of Cook and State of Illinois, for building purposes and the purchase of grounds for the fiscal year 1970 by the amount of $4,236,500 heretofore levied for Junior College District No. 508, County of Cook and State of Illinois, for the purpose of providing revenue for the payment of the principal of and interest on Building Bonds, Series 1970.

"Section 2. The Board of Junior College District No. 508, County of Cook and State of Illinois, hereby demands and directs, the City Council of the City of Chicago to authorize and direct the County Clerk of Cook County, Illinois, and the County Clerk of DuPage County, Illinois, to reduce the total amount of taxes hereafter levied for the Board of Junior College District No. 508, County of Cook and State of Illinois, for building purposes and the purchase of grounds for each of the fiscal years 1971 to 1976, inclusive, by the respective amounts heretofore levied for Junior College District No. 508, County of Cook and State of Illinois, for the purpose of providing revenue for the payment of the principal of and interest on Building Bonds, Series 1970, as follows:

| *Year* | *Amount* |
|---|---|
| 1971 | $3,218,250 |
| 1972 | 3,073,250 |
| 1973 | 2,929,500 |
| 1974 | 2,287,000 |
| 1975 | 2,173,000 |
| 1976 | 1,058,000 |

"Section 3. The Board of Junior College District No. 508, County of Cook and State of Illinois, hereby demands and directs the City Council of the City of Chicago to authorize and direct the County Clerk of Cook County, Illinois, and the County Clerk of DuPage County, Illinois, in computing the tax rate for each of the years 1970 to 1976, inclusive, for Junior College District No. 508, County of Cook and State of Illinois, for building purposes and the purchase of grounds to reduce said tax rate by the rate necessary to provide the amount heretofore levied to pay the principal of and interest on Building Bonds, Series 1970, as follows:

| *Year* | *Amount* |
|---|---|
| 1970 | $4,236,500 |
| 1971 | 3,218,250 |
| 1972 | 3,073,250 |
| 1973 | 2,929,500 |
| 1974 | 2,287,000 |
| 1975 | 2,173,000 |
| 1976 | 1,058,000 |

"Section 4. The Chairman and Secretary of this Board be and they hereby are authorized and directed to present and file with the City Council of the City of Chicago a certified copy of this Resolution.

Whereas, Thereafter the Chairman and the Secretary of the Board of Junior College District No. 508, County of Cook and State of Illinois, did present and file with the City Council of the City of Chicago a certified copy of said Resolution; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The tax levy for Junior College District No. 508, County of Cook and State of Illinois, for building purposes and the purchase of grounds for the fiscal year 1970 provided by ordinance passed by the City Council of the City of Chicago and as is noted in the Journal of Proceedings of the City Council of the City of Chicago on January 19, 1970, on pages 7760 and 7761 is amended by reducing the amounts levied for building purposes and the purchase of grounds from $5,721,334 to $1,484,834 and by reducing the total amounts levied from $27,155,264 to $22,918,764.

SECTION 2. The tax hereafter levied for Junior College District No. 508, County of Cook and State of Illinois, for building purposes and the purchase of grounds for the fiscal years 1971 to 1976, inclusive, shall be reduced by the respective amounts heretofore levied for Junior College District No. 508, County of Cook and State of Illinois, for the purpose of providing revenue for the payment of the principal of and interest on Building Bonds, Series 1970, as follows:

| *Year* | *Amount* |
|---|---|
| 1971 | $3,218,250 |
| 1972 | 3,073,250 |
| 1973 | 2,929,500 |
| 1974 | 2,287,000 |
| 1975 | 2,173,000 |
| 1976 | 1,058,000 |

SECTION 3. The County Clerk of Cook County, Illinois, and the County Clerk of DuPage County, Illinois, hereby are authorized and directed in computing the tax rate for each of the years 1970 to 1976, inclusive, for Junior College District No. 508, County of Cook and State of Illinois, for building purposes and the purchase of grounds to reduce said tax rate by the rate necessary to provide the amount heretofore levied to pay the principal of and interest on Building Bonds, Series 1970, as follows:

| *Year* | *Amount* |
|---|---|
| 1970 | $4,236,500 |
| 1971 | 3,218,250 |
| 1972 | 3,073,250 |
| 1973 | 2,929,500 |
| 1974 | 2,287,000 |
| 1975 | 2,173,000 |
| 1976 | 1,058,000 |

SECTION 4. The City Clerk hereby is directed to file with the County Clerk of Cook County, Illinois, and with the County Clerk of DuPage County, Illinois, a copy of this ordinance duly certified by said City Clerk.

SECTION 5. This ordinance shall take effect and be in force from and after its passage.

### Approval Given to Selection of Site Designated by Public Building Commission of Chicago for Construction of Underground Parking Facility in Burnham Park.

The Committee on Finance submitted a report recommending that the City Council adopt a proposed resolution transmitted therewith, to approve the selection of a designated site by Public Building Commission of Chicago for the construction of an underground parking facility, south of the Exposition and Convention Building in Burnham Park.

On motion of Alderman Keane the said proposed resolution was *Adopted,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Marzullo, Zydlo, Jambrone, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—42.

*Nays*—None.

The following is said resolution as adopted:

WHEREAS, The Legislature of the State of Illinois passed an Act to authorize the creation of Public Building Commissions and to define their rights, powers, and duties, approved July 5, 1955, as amended; and

WHEREAS, The Legislature found and declared it to be necessary and desirable to make possible the construction, acquisition or enlargement by Public Building Commissions of public improvements, buildings and facilities at convenient locations within the county seats and municipalities for use by governmental agencies in the furnishing of essential governmental, health, safety and welfare services to its citizens; and

WHEREAS, The Chicago Park District has demised to the Metropolitan Fair and Exposition Authority certain leasehold premises for the construction of an Exposition and Convention building thereon, together with other facilities, including an underground garage to be constructed on the demised premises lying south of McCormick Place; and

WHEREAS, The Metropolitan Fair and Exposition Authority does not have funds available for the construction of the underground parking facility, and has requested the Public Building Commission of Chicago to undertake the construction of such underground parking facility as one of its projects; and has further requested the Chicago Park District to join in this project and to take such action as will facilitate the construction of this underground parking facility by the Public Building Commission of Chicago; and

WHEREAS, The Chicago Park District has, by resolution, declared its willingness to participate with the Public Building Commission of Chicago for the construction of an underground parking facility for approximately 2,000 automobiles south of the Exposition and Convention building at 23rd Drive, Lake Shore Drive East, Lake Shore Drive West, and Lake Michigan, in Burnham Park, all subject to the satisfactory termination of the leasehold interest of the Metropolitan Fair and Exposition Authority with respect to the portion of the demised premises lying south of McCormick Place, and the working out of a mutually satisfactory lease, meeting the requirements of the Public Building Commission Act, with the Public Building Commission of Chicago; and has further requested the Public Building Commission of Chicago to select, locate and designate the portion of the premises lying south of McCormick Place as a site to be acquired by the Public Building Commission of Chicago for the construction of an underground parking garage for approximately 2,000 automobiles and for the construction of park and recreational needs on the surface thereof; and

WHEREAS, Pursuant to the provisions of said Public Building Commission Act, the Public Building Commission of Chicago did select, locate and designate the following-described area, lying wholly within the territorial limits of the City of Chicago, as a site to be acquired for the construction of an underground parking facility for approximately 2,000 automobiles south of the Exposition and Convention building at 23rd Drive, Lake Shore Drive East, Lake Shore Drive West, and Lake Michigan, in Burnham Park, and for the construction of park and recreational needs on the surface thereof:

A parcel of land described as follows: Commencing at a point on the center line of East 23rd Street viaduct and 397.34 feet Easterly of the right of way of the Illinois Central Railroad; thence North 00°-00′-00″ East at an angle of 88°-50′-45″ to the center line of East 23rd Street (parallel to the East right of way of the Illinois Central Railroad) a distance of 1020.00 feet to a point of curve; thence Northeasterly along a circular curve, convex to the West, having a radius of 410.28 feet, for a distance of 304.33 feet to a point of tangency with a line making an angle of 42°30′-00″ to the East right of way of the Illinois Central Railroad; thence Northeasterly along said line for a distance of 167.80 feet; thence Easterly at right angles to the East right of way line for a distance of 271.95 feet; thence Southerly at right angles to the last described line for a distance of 240.00 feet; thence Easterly at right angles to the last described line for a distance of 52.82 feet to a point on a curve; thence Southeasterly along a circular curve, convex to the West, having a radius of 554.00 feet, for a distance of 74.68 feet to a point; thence Southerly along a line parallel with said right of way line a distance of 114.50 feet; thence Easterly at right angles to the last described line a distance of 40.02 feet; thence Southerly along a line parallel with said right of way line a distance of 2300.00 feet; thence Southwesterly along a line forming an angle of 160° North to West with the last described line a distance of 532.09 feet; thence Westerly at right angles to said East right of way line a distance of 441.74 feet; thence North along a line forming an angle of 89°-58′-16″ East to North with the last described line a distance of 1739.84 feet; thence Easterly at right angles to said East right of way line a distance of 2.85 feet; thence North along a line parallel with said East right of way line a distance of 60.16 feet to the point of beginning (excepting from the above-described premises that part lying Northerly of the line of the South face, said line extended Easterly and Westerly of the existing building known as McCormick Place); now, therefore,

*Be It Resolved,* That the City Council of the City of Chicago does hereby approve the following site, heretofore approved, selected and designated by the Public Building Commission of Chicago, as a site to be acquired for the construction of an underground parking facility for approximately 2,000 automobiles south of the Exposition and Convention building at 23rd Drive, Lake Shore Drive East, Lake Shore Drive West, and Lake Michigan, in Burnham Park, and for the construction of park and recreational needs on the surface thereof:

A parcel of land described as follows: Commencing at a point on the center line of East 23rd Street viaduct and 397.34 feet Easterly of the right of way of the Illinois Central Railroad; thence North 00°-00′-00″ East at an angle of 88°-50′-45″ to the center line of East 23rd Street (parallel to the East right of way of the Illinois Central Railroad) a distance of 1020.00 feet to a point of curve; thence Northeasterly along a circular curve, convex to the West, having a radius of 410.28 feet, for a distance of 304.33 feet to a point of tangency with a line making an angle of 42°30′-00″ to the East right of way of the Illinois Central Railroad; thence Northeasterly along said line for a distance of 167.80 feet; thence Easterly at right angles to the East right of way line for a distance of 271.95 feet; thence Southerly at right angles to the last described line for a distance of 240.00 feet; thence Easterly at right angles to the last described line for a distance of 52.82 feet to a point on a curve; thence Southeasterly along a circular curve, convex to the West, having a radius of 554.00 feet, for a distance of 74.68 feet to a point; thence Southerly along a line parallel with said right of way line a distance of 114.50 feet; thence Easterly at right angles to the last described line a distance of 40.02 feet; thence Southerly along a line parallel with said right of way line a distance of 2300.00 feet; thence Southwesterly along a line forming an angle of 160° North to West with the last described line a distance of 532.09 feet; thence Westerly at right angles to said East right of way line a distance of 441.74 feet; thence North along a line forming an angle of 89°-58′-16″ East to North with the last described line a distance of 1739.84 feet; thence Easterly at right angles to said East right of way line a distance of 2.85 feet; thence North along a line parallel with said East right of way line a distance of 60.16 feet to the point of beginning (excepting from the above-described premises that part lying Northerly of the line of the South face, said line extended Easterly and Westerly of the existing building known as McCormick Place).

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### Execution and Filing of Applications Authorized with U.S.A. for Grants to Aid Financing for Acquisition of Sites for Seven Fire Stations.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

WHEREAS, Pursuant to P.L. 89-117 the United States of America has authorized the making of Grants to Public Bodies to aid in financing the acquisition of land for the future construction of public works or facilities; and

WHEREAS, A Contract for financial assistance will impose certain obligations upon the City of Chicago as the applicant for said Grants; and

WHEREAS, It is required that the City of Chicago give an assurance of compliance with the Department of Housing and Urban Development regulations under Title VI of the Civil Rights Act of 1964; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The Mayor of the City of Chicago, be and he is hereby authorized to execute and file applications on behalf of the City of Chicago with the Department of Housing and Urban Development, United States Government, for Grants to aid in financing the acquisition of real properties in Chicago, County of Cook, State of Illinois, legally described as follows:

Lots 36 thru 42 inclusive, in subdivision of Block 39 in Sheffield's addition to Chicago, Section 31, Township 40, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, commonly known as No. 1948 W. Cortland Street.

Lots 3 thru 9 in subdivision of Lots 2 and 3 in Block 2 of N.P. Inglehart's subdivision of the Southwest Quarter (except the East 110 feet of Lot 2 and East 182 feet of Lot 3 and except the West 200 feet of said Lots), in Section 7, Township 38, Range 14 East of the Third Principay Meridian, all in Cook County, Illinois, commonly known as Nos. 2215-35 W. 51st Street.

Lot 14 and the West 25 feet of Lot 13 in Block 11 of Albert J. Schorsh & Son's Cumberland Terrace addition being a subdivition of part of the Northeast Quarter of Section 11 and part of the Northwest quarter of Section 12, Township 40, Range 12 East of the Third Principal Meridian, all in Cook County, Illinois, commonly known as Southeast corner N. Pueblo Avenue and W. Catherine Street.

Lots 33 and 34 in Block 1 of W. F. Kaiser & Co.'s Irving Park Boulevard subdivision being a subdivision of the North 20 acres (except the South 47.3 feet thereof) of that part lying South of the Indian Boundary line of Fractional East one-half of the Fractional Northeast Quarter of Section 24, Township 20, Range 12 East of the Third Principal Meridian, all in Cook County, Illinois, commonly known as Nos. 3924-28 N. Harlem Avenue.

The West 153 feet of Lot 33 in George W. Calkins subdivision of the West half of the Northeast quarter of the Northwest quarter of the Southwest quarter of Section 17, Township 38, Range 14 East of the Third Principal Meridian (except the West 33 feet thereof) all in Cook County, Illinois, commonly known as the Southeast corner W. 59th and S. Laflin Streets.

Lots 10 to 14 in the South half of Block 7 in McChesney's Hyde Park Homestead subdivision in the South half of the South half of the Northeast quarter of Section 22, Township 38 North, Range 14 East of the Third Principal Meridian, all in Cook County, Illinois, commonly known as Nos. 432-442 E. Marquette Road.

Lots 1 to 7 inclusive, of Block 4 in G. Webster and others subdivision of the Northwest quarter of Section 34, Township 38 North, Range 14 East of the Third Principal Meridian, all in Cook County, Illinois, commonly known as Nos. 101-115 E. 79th Street.

SECTION 2. The Mayor of the City of Chicago is authorized to execute and file an assurance of compliance with the Department of Housing and Urban Development regulations under Title VI of the Civil Rights Act of 1964.

SECTION 3. The Commissioner of Public Works is hereby authorized and directed to furnish such information to the Department of Housing and Urban Development which may reasonably be requested in connection with said applications.

SECTION 4. The City of Chicago shall comply with the policies and other provisions concerning land acquisition set forth in Title IV of the Housing and Urban Development Act of 1965.

SECTION 5. This ordinance shall be effective immediately upon the passage thereof.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Marzullo, Zydlo, Jambrone, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—42.

*Nays*—None.

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## Approval Authorized for Subleases between American Airlines, Inc. and Specified Lessees for Space at Chicago-Midway Airport.

The Committee on Finance submitted a report recommending that the City Council pass sundry proposed ordinances transmitted therewith, to authorize approval of subleases between American Airlines, Inc. and specified Lessees for space at Chicago-Midway Airport.

On separate motions made by Alderman Keane *each* of the said proposed ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Marzullo, Zydlo, Jambrone, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—42.

*Nays*—None.

Said ordinances as passed read respectively as follows (the Italic heading in each case not being a part of the ordinance):

### *Dobbs House*
### *(Flight Kitchen Facilities)*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Aviation and the Corporation Counsel are authorized to approve in behalf of the City of Chicago a sublease between the American Airlines, Inc. and Dobbs House, a division of Squibb-Beechnut, Inc., for premises at Chicago-Midway Airport, said sublease to be in the following form:

Sublease made this .................. day of .................., 19...., between American Airlines, Inc., a Delaware corporation (hereafter called "American") and Dobbs House, Division of Squibb-Beechnut, Inc., Box 170009, Memphis, Tennessee (hereafter called "Tenant").

WITNESSETH:

Whereas, American leases certain premises at Chicago Municipal Airport (Midway) from the City of Chicago, Illinois, under a "Hangar Site Agreement" dated May 14, 1969 (hereafter called the "Basic Lease"); and

Whereas, American is willing to sublet and Tenant is willing to hire certain portions of the premises described in the Basic Lease;

Now, Therefore, the parties agree:

1. *Premises*

American hereby sublets and Tenant hereby hires and takes from American that space described as being the flight kitchen facilities located in the hangar facility situated at 5245 West 55th Street, Chicago, Illinois, and which space is more specifically delineated by red outlined on the attached Exhibit A, which exhibit is made a part hereof. The premises herein demised shall be hereafter called the "Demised Premises".

In addition, Tenant employees, invitees, licensees and subtenants shall have the right to park their personal vehicles in the automotive parking areas specifically assigned to Tenant by American.

2. *Use*

Tenant may use the Demised Premises for all lawful activities reasonably and customarily related to the conduct of its business as a flight kitchen facility.

3. *Rent*

Tenant will pay American rent at an annual rate set forth hereinafter in equal monthly installments in advance on the first day of each month during the term, without any set-off or deduction whatsoever.

4. *Term*

The term of this Sublease shall commence on January 1, 1970 and expire on December 31, 1974, or upon the earlier cancellation or termination of the Basic Lease. The term of this Sublease shall automatically expire in the event of Tenant availing itself of voluntary bankruptcy or insolvency proceedings or if such proceedings, when involuntary, are not terminated successfully by Tenant within thirty (30) days of their commencement. Such bankruptcy or insolvency shall be considered to be a default in the performance of Tenant's obligations under this Sublease and American shall have the benefit of all remedies provided under Section 18.

American shall have no liability or obligation to Tenant in the event the Basic Lease is for any reason cancelled or terminated prior to the expiration of the term of this Sublease.

5. *Signs*

Tenant may install signs on the Demised Premises upon receipt of the prior written approval of American and, to the extent required by the Basic Lease and the Airport Agreement of October 16, 1967, between the City of Chicago and American (hereafter called the "Airport Agreement"), the City of Chicago.

6. *Maintenance*

American shall provide all necessary structural maintenance of the Demised Premises other than that required as a result of Tenant's negligence or improper use. American will also maintain the existing air conditioning, heating, electrical and water systems, except for minor repairs and daily maintenance.

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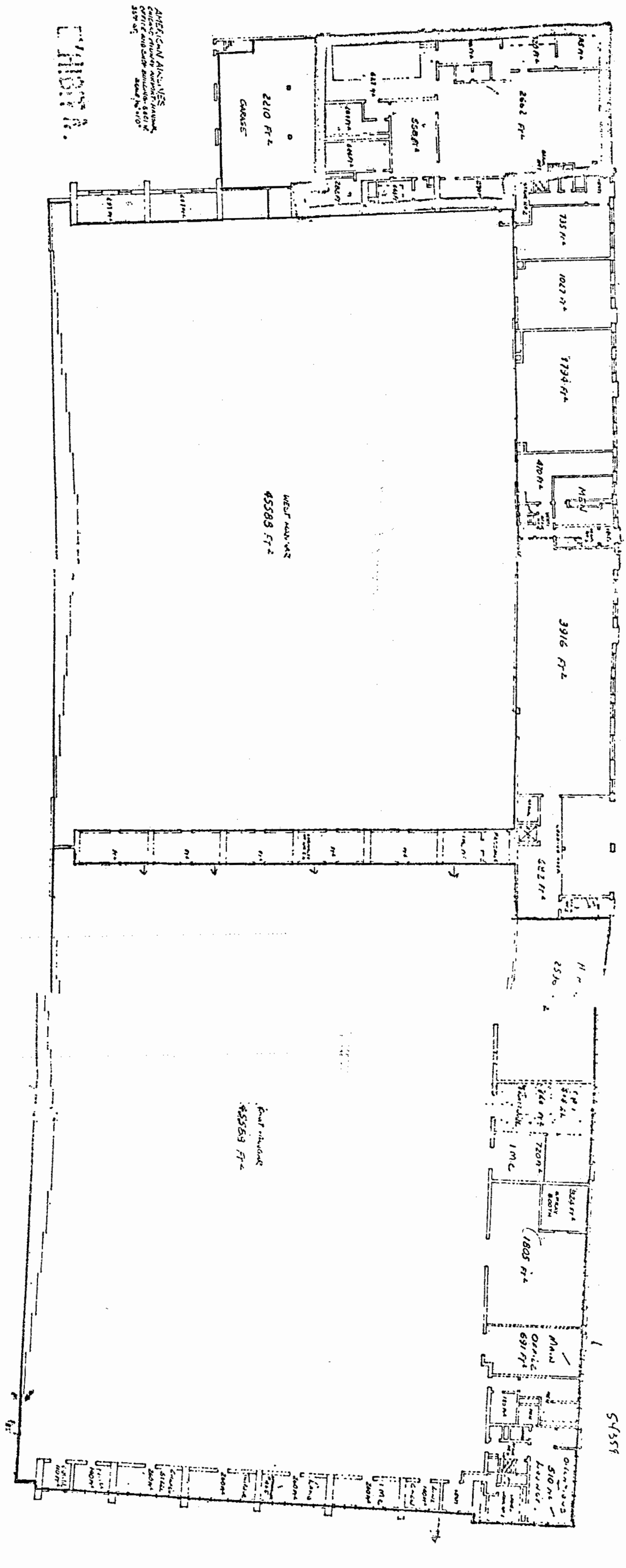
AMERICAN AIRLINES
CHICAGO MIDWAY AIRPORT HANGAR
OFFICE AND SHOP BUILDING
Scale 1/16"=1'0"
GARAGE 2210 Ft²
5588 Ft²
2602 Ft²
735 Ft²
1017 Ft²
1734 Ft²
3916 Ft²
WEST HANGAR 45583 Ft²
East Hangar 45583 Ft²
IMC
1805 Ft²
Main Office 6917 Ft²
54559

(Continued from page 7871)

Tenant shall provide all other maintenance of the Demised Premises, including, without limitation, janitor service, painting, replacement of interior and exterior broken glass, apron sweeping, relamping, non-structural repairs and all repairs necessitated by Tenant's negligence, overloading of the floors or aprons or other improper use of the Demised Premises. In addition, Tenant will provide all daily maintenance and any minor repairs required by the air conditioning, heating, electrical and water systems. The term "minor repairs", as used herein, shall mean any repair or replacement having a total parts cost of $25.00 or less.

7. *Taxes*

Tenant will pay all taxes or assessments on alterations, improvements or additions to the Demised Premises made by Tenant, or at Tenant's request, and all taxes or assessments on personal property owned, possessed or controlled by Tenant whether attached or unattached to the Demised Premises. Tenant shall also pay any possessory interest or other taxes attributable to the value of possession or use of the Demised Premises for the term granted under this Sublease.

8. *Utilities and Power*

Tenant will pay charges for utility services available to the Demised Premises in accordance with the schedule set forth in Exhibit C. As used herein, utility services shall include, but not be limited to, air conditioning, heating, electricity, water, sewage disposal and gas.

9. *Alterations*

Tenant will make no alterations or additions to the Demised Premises without the prior written approval of American and, to the extent required by the Basic Lease and the Airport Agreement with the City of Chicago. At the time such approval is requested, Tenant shall furnish detailed plans and specifications for the proposed alterations or additions.

Upon termination of this Sublease, all alterations and additions, except for machinery, equipment and trade fixtures, shall become the property of American at its option and at no cost. Tenant, upon demand by American, will immediately remove from the Demised Premises any alterations or additions, including signs, placed thereon by Tenant during the term of this Sublease.

10. *American's Right of Entry*

American shall have the right to enter the Demised Premises to (i) perform its obligations hereunder, (ii) inspect, (iii) accompany prospective tenants and (iv) gain access to and egress from those portions of the premises not subleased to Tenant hereunder and to perform such functions as may be necessary or convenient to its occupancy thereof.

11. *Liability*

Tenant agrees to release American from liability for any claim by Tenant and to defend, indemnify and hold the City of Chicago and American, both of them, their respective directors, officers, agents and employees, harmless from and against any and all liabilities, judgments, costs, damages and expenses (including attorney's fees) which may accrue against, be charged to or recovered from American by reason or on account of damage to the property of the City of Chicago, or of American, or of any other person or persons, and/or for injury to or death of any person whomsoever, arising from Tenant's use and occupancy of or operations at the Demised Premises, except when caused by the sole negligence or willful misconduct of American, or its agents, officers, employees, contractors or subcontractors; provided, that American shall give Tenant prompt and timely notice of any claim made or suit instituted which, in any way, affects Tenant or its insurer, and Tenant or its insurer shall have the right to compromise and defend the same to the extent of its own interests. Any final judgment rendered against American for any cause for which Tenant is liable hereunder shall be conclusive against Tenant as to liability and amount.

12. *Insurance*

Tenant shall at its own cost and expense procure and maintain in full force and effect during the term of this Sublease policies of insurance of the types and in amounts reasonably required by American in light of the nature of Tenant operations with responsible insurance carriers duly qualified in Illinois, covering the operations of Tenant pursuant to this Sublease, including the use or occupancy of the Demised Premises or any part of the Premises demised to American by the City of Chicago. In the event American should at any time during the term of this Sublease consider that changes should be made in the amounts and/or coverages, Tenant will accede to any such reasonable requests.

American shall be named as an insured in such policies which shall contain standard cross liability clauses. Tenant shall cause the liability assumed under this Agreement, to be specifically insured under the contractual liability section of the Liability Insurance Policies. Such policies shall require that American be given not less than thirty (30) days' prior written notice of any cancellation thereof or material change therein.

Tenant will provide American with Certificates of Insurance, evidencing all of the above coverages, including all special requirements specifically noted, prior to commencement of the services under this Agreement and further, shall provide American with Certificates of Insurance evidencing renewal or substitution of such insurance thirty (30) days prior to the effective date of such renewal or substitution.

13. *Statutes and Ordinances*

Tenant will comply with all federal, state, county and municipal statutes and ordinances and with all governmental rules, regulations, orders and directives applicable to the Demised Premises or to Tenant's use or occupancy thereof and perform, at its own expense, all obligations imposed thereby.

14. *Quiet Enjoyment*

American covenants that it has full right to make this Sublease, and that Tenant shall have quiet and peaceful possession of the Demised Premises during the term hereof.

15. *Subletting or Assignment*

Tenant shall not sublet the Demised Premises or assign this Sublease without the prior written approval of American and the City of Chicago.

16. *Liens*

Tenant shall not permit the placement of any lien on the Demised Premises.

17. *Destruction of the Premises*

If the Demised Premises shall be destroyed or so damaged as to become wholly or substantially untenantable by reason of fire or other casualty, American may elect to terminate this Sublease as of the date of destruction or damage, or repair the

Demised Premises and equitably abate the rent payable hereunder until the Demised Premises are fully repaired. Within thirty (30) days after such destruction or damage, American shall notify Tenant in writing of its decision.

18. *Remedies for Default*

If American defaults in the performance of any of its obligations hereunder, Tenant may terminate this Sublease upon thirty (30) days' prior written notice to American specifying the default. Such notice shall be ineffective and deemed rescinded if American remedies or commences to remedy the default within thirty (30) days following receipt thereof.

If Tenant defaults in the performance of any of its obligations hereunder, American may provide Tenant a written notice specifying the default. If Tenant fails to remedy or commence to remedy such default within thirty (30) days after receipt of such notice, or if such notice relates to the payment of money, Tenant fails to pay the amount set forth in such notice within ten (10) days after receipt thereof, American may (i) enter and occupy the Demised Premises and remove all persons therefrom, either by suitable action or proceedings at law, by force, or otherwise, or (ii) perform Tenant's obligations in which event Tenant agrees to reimburse American therefor, or (iii) give Tenant at least one (1) day's advance written notice of American's election to end the term of this Sub-shall expire on the day specified in such notice. In case of any such default resulting in reentry under (i) of this section or expiration as set forth in (iii) of this Section; (a) the rent and additional rent shall become due thereupon and be paid up to the date of such reentry or expiration together with such expenses as American may incur for legal expenses, attorney's fees, brokerage and/or putting the Demised Premises in good order or for preparing the same for rerental; (b) American may relet the Demised Premises or any part or exceed the period which would have constituted the balance of Tenant's term and may grant concessions or free rent; and (c) Tenant shall pay American as liquidated damages for its default any deficiency between the rent which it agreed to pay and the net amount, if any, of the rents collected on account of the lease or leases of the Demised Premises for the period which would have constituted the balance of Tenant's term in the absence of its default. American shall not be obligated to relet the Demised Premises after default and Tenant shall be liable to American for the entire rent for the remainder of the period which would have constituted the remaining term in the absence of default to the extent that the Demised Premises, or any part of them, are not relet. Mention in this Sublease of any particular remedy, shall not preclude American from any other remedy either in law or in equity.

19. *Surrender of Premises*

At the expiration or earlier cancellation or termination of this Sublease, Tenant shall surrender the Demised Premises and all alterations or additions thereto to American in good condition, reasonable wear and tear excepted. To the extent requested by American, Tenant shall remove all alterations and additions to the Demised Premises and return the latter to the same condition as existing prior to the commencement of the term of this Sublease, reasonable wear and tear excepted.

20. *Subordination of Sublease*

This Sublease shall in all respects be subordinate to the applicable provisions of the Basic Lease and the Airport Agreement and no provision hereof shall be construed as granting rights or privileges which are not granted to American in the Basic Lease or Airport Agreement. Tenant acknowledges receipt of a copy of the Basic Lease and covenants and agrees to comply with all provisions of such Basic Lease and to assume all obligations under such Basic Lease as are applicable to its possession of the Demised Premises.

21. *Additional Rent*

All payments for which Tenant is obligated pursuant to this Sublease shall at American's election be treated as additional rent and, in the event of non-payment, American shall have all the rights and remedies herein provided for in the case of default by Tenant.

22. *Condition of Premises*

Tenant acknowledges, and its entrance into occupancy shall be deemed conclusive evidence, that no condition exists which American is obliged to correct or repair and that the Demised Premises are sublet to Tenant in "as is" condition.

23. *Notices and Payments*

All notices to American shall be mailed to Vice President, Properties and Facilities, American Airlines, Inc., 633 Third Avenue, New York, New York 10017, or such other address as American may designate. All notices to Tenant shall be mailed to Dobbs House, Division of Squibb-Beachnut, Inc., Box 17009, Memphis, Tennessee 38117, attention: G. Hunt, Treasurer, or such other address as Tenant may designate.

All payments to American shall be mailed to Treasurer, American Airlines, Inc., 633 Third Avenue, New York, New York 10017, or such other address as American may designate.

24. *Approval of the City of Chicago*

This Sublease shall not become effective unless approved in writing by the City of Chicago.

25. This Agreement shall constitute the entire agreement between the parties and shall supersede and cancel all other prior agreements concerning the Demised Premises whether written or oral. No subsequent agreement concerning the Demised Premises shall be valid unless in writing and signed by the authorized representative of the party to be charged.

26. *Additional Provisions*

The additional provisions, if any, attached hereto under such heading are incorporated herein and are made a part hereof.

In Witness Whereof, the parties hereto have signed this sublease as of the day and year first above written.

[Signature forms and Acknowledgment omitted]

Additional Provisions

*Rent* — Section 3, above, is amended to read that Tenant shall be liable for rent at the following rates during the term of this Sublease:

$12,000 per annum for the first 18 months (January 1, 1970, through June 30, 1971);

$15,000 per annum for the next 18 months (July 1, 1971, through December 31, 1972); and

$18,000 per annum for the final 24 months (January 1, 1973, through December 31, 1974).

*Right of First Refusal* — Tenant shall have the right of first refusal of the demised premises for an additional five (5) year term. Such right must be exercised during the period November 1, 1974, through December 31, 1974, and, if so exercised, renegotiation of the terms and conditions of this Sublease will proceed promptly thereafter.

*Consent* — Wherever the consent or approval of either party is required throughout this Sublease, the parties hereto agree that such consent or approval will not be unreasonably withheld.

*Operating Standards* — Tenant will observe and comply with a reasonable schedule of safety, housekeeping and general operating standards and procedures which schedule will be issued and periodically reviewed by American.

*Exhibit C — Utilities and Power*

Rental set forth in Section 3, above, does not include any liability for American to supply, solely at its own cost, any utilities or power.

In the case of those utilities and power separately metered to Tenant's exclusive use demised premises, such metered bills and statements shall be forwarded to Tenant for payment and Tenant agrees to be solely liable for same.

In the event Tenant utilizes any utilities or power not separately metered to its exclusive use demised premises, then Tenant shall be liable for its prorata share of all such power and utility bills. Such proration will be made by local American management after conferring with Tenant.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

*Aviation Training Enterprises, Inc.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Aviation and the Corporation Counsel are authorized to approve in behalf of the City of Chicago a sublease between the American Airlines, Inc., and Aviation Training Enterprises, Inc., for premises at Chicago-Midway Airport, said sublease to be in the following form:

Sublease made this .................. day of .................., 196.., between American Airlines, Inc., a Delaware corporation, (hereinafter called "American") and Aviation Training Enterprises, Inc., 5245 W. 55th Street, Chicago, Illinois (hereafter called "Tenant").

WITNESSETH:

Whereas, American leases certain premises at Chicago Municipal Airport (Midway) from the City of Chicago, Illinois, under a "Hangar Site Agreement" dated May 14, 1969, (hereafter called the "Basic Lease"); and

Whereas, American is willing to sublet and Tenant is willing to hire certain portions of the premises described in the Basic Lease;

Now, Therefore, the parties agree:

1. *Premises*

American hereby sublets and Tenant hereby hires and takes from American that space described as being those rooms and offices in the second floor office section of the hangar facility located at 5245 W. 55th Street, Chicago, Illinois, and which space is more specifically delineated by red outlined on the attached Exhibit A, which exhibit is made a part hereof. The premises herein demised shall be hereafter called the "Demised Premises".

In addition, Tenant employees, invitees, licensees and subtenants shall have the right to park their personal vehicles in the automotive parking areas specifically assigned to Tenant by American.

2. *Use*

Tenant may use the Demised Premises for all lawful activities reasonably and customarily related to the conduct of its business as a flight training school.

3. *Rent*

Tenant will pay American rent at an annual rate of Nine Thousand Three Hundred Forty-seven and 00/100 Dollars ($9,347.00) in equal monthly installments in advance on the first day of each month during the term, without any set-off or deduction whatsoever.

4. *Term*

The term of this Sublease shall commence on January 1, 1970 and expire on December 31, 1974, or upon the earlier cancellation or termination of the Basic Lease. The term of this Sublease shall automatically expire in the event of Tenant availing itself of voluntary bankruptcy or insolvency proceedings or if such proceedings, when involuntary, are not terminated successfully by Tenant within thirty (30) days of their commencement. Such bankruptcy or insolvency shall be considered to be a default in the performance of Tenant's obligations under this Sublease and American shall have the benefit of all remedies provided under Section 18.

American shall have no liability or obligation to Tenant in the event the Basic Lease is for any reason cancelled or terminated prior to the expiration of the term of this Sublease.

5. *Signs*

Tenant may install signs on the Demised Premises upon receipt of the prior written approval of American and, to the extent required by the Basic Lease and the Airport Agreement of October 16, 1967, between the City of Chicago and American (hereafter called the "Airport Agreement"), the City of Chicago.

6. *Maintenance*

American shall provide all necessary structural maintenance of the Demised Premises other than that required as a result of Tenant's negligence or improper use. American will also maintain the existing air conditioning, heating, electrical and water systems, except for minor repairs and daily maintenance.

Tenant shall provide all other maintenance of the Demised Premises, including, without limitation, janitor service, painting, replacement of interior and exterior broken glass, apron sweeping, relamping, non-structural repairs and all repairs necessitated by Tenant's negligence, overloading of floors or aprons or other improper use of the Demised Premises. In addition, Tenant will provide all daily maintenance and any minor repairs required by the air conditioning, heating, electrical and water systems. The term "minor repairs", as used herein, shall mean any repair or replacement having a total parts cost of $25.00 or less.

7. *Taxes*

Tenant will pay all taxes or assessments on alterations, improvements or additions to the Demised Premises made by Tenant, or at Tenant's request, and all taxes or assessments on personal property owned, possessed or controlled by Tenant whether attached or unattached to the Demised Premises. Tenant shall also pay any possessory interest or other taxes attributable to the value of possession or use of the Demised Premises for the term granted under this Sublease.

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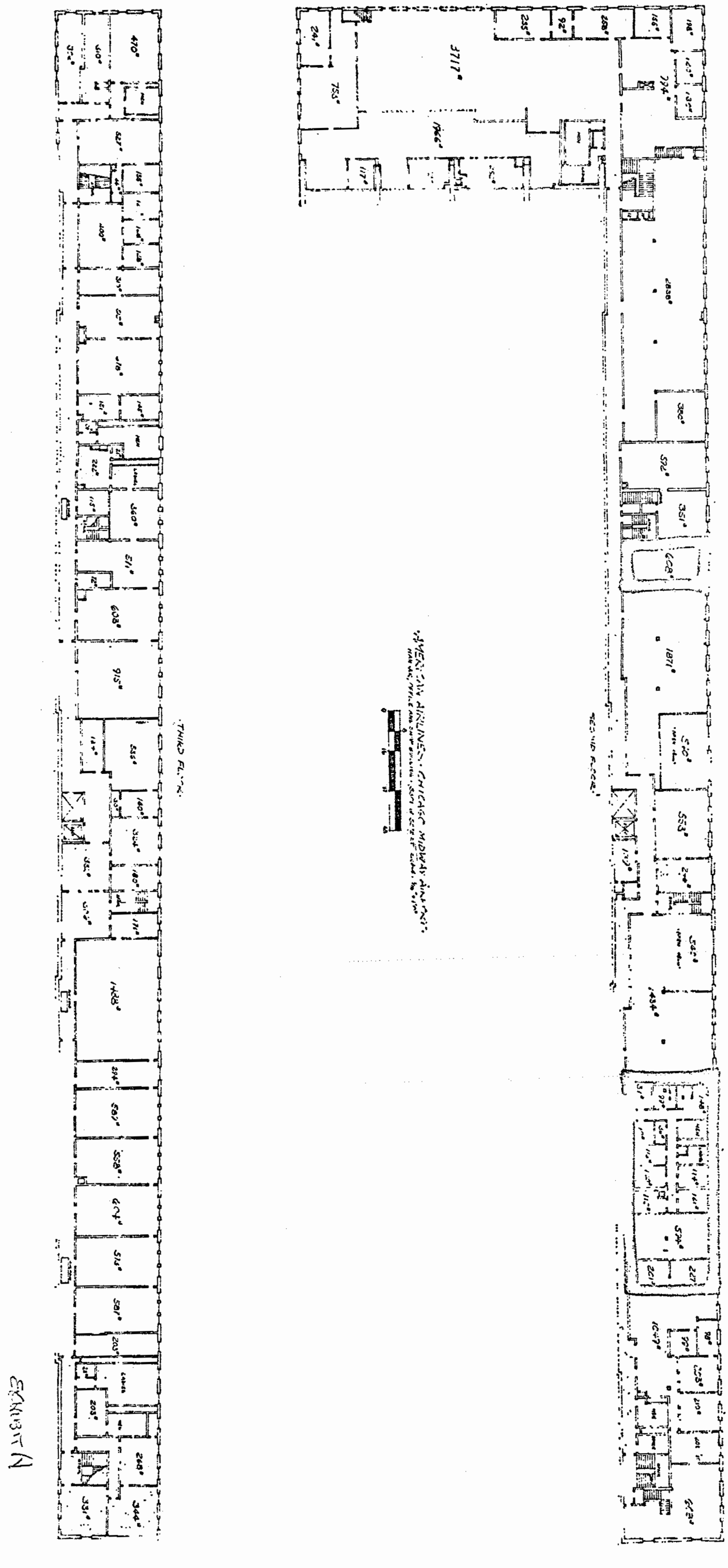
EXHIBIT A
THIRD FLOOR
AMERICAN AIRLINES - CHICAGO MIDWAY AIRPORT
SECOND FLOOR

(Continued from page 7875)

8. *Utilities and Power*

Tenant will pay charges for utility services available to the Demised Premises in accordance with the schedule set forth in Exhibit C. As used herein, utility services shall include, but not be limited to, air conditioning, heating, electricity, water, sewage disposal and gas.

9. *Alterations*

Tenant will make no alterations or additions to the Demised Premises without the prior written approval of American and, to the extent required by the Basic Lease and the Airport Agreement, the City of Chicago. At the time such approval is requested, Tenant shall furnish detailed plans and specifications for the proposed alteration or additions.

Upon termination of this Sublease, all alterations and additions, except for machinery, equipment and trade fixtures, shall become the property of American at its option and at no cost. Tenant, upon demand by American, will immediately remove from the Demised Premises any alterations or additions, including signs, placed thereon by Tenant during the term of this Sublease.

10. *American's Right of Entry*

American shall have the right to enter the Demised Premises to (i) perform its obligations hereunder, (ii) inspect, (iii) accompany prospective tenants and (iv) gain access to and egress from those portions of the premises not subleased to Tenant hereunder and to perform such functions as may be necessary or convenient to its occupancy thereof.

11. *Liability*

Tenant agrees to release American from liability for any claim by Tenant and to defend, indemnify and hold the City of Chicago and American, both of them, their respective directors, officers, agents and employees, harmless from and against any and all liabilities, judgments, costs, damages and expenses (including attorney's fees) which may accrue against, be charged to or recovered from American by reason or on account of damage to the property of the City of Chicago, or of American, or of any other person or persons, and/or for injury to or death of any person whomsoever, arising from Tenant's use and occupancy of or operations at the Demised Premises, except when caused by the sole negligence or willful misconduct of American or its agents, officers, employees, contractors or subcontractors; provided, that American shall give Tenant prompt and timely notice of any claim made or suit instituted which, in any way, affects Tenant or its insurer, and Tenant or its insurer shall have the right to compromise and defend the same to the extent of its own interests. Any final judgment rendered against American for any cause for which Tenant is liable hereunder shall be conclusive against Tenant as to liability and amount.

12. *Insurance*

Tenant shall at its own cost and expense procure and maintain in full force and effect during the term of this Sublease policies of insurance of the types and in amounts reasonably required by American in light of the nature of Tenant operations with responsible insurance carriers duly qualified in Illinois, covering the operations of Tenant pursuant to this Sublease, including the use or occupancy of the Demised Premises or any part of the Premises demised to American by the City of Chicago. In the event American should at any time during the term of this Sublease consider that changes should be made in the amounts and/or coverages, Tenant will accede to any such reasonable requests.

American shall be named as an insured in such policies which shall contain standard cross liability clauses. Tenant shall cause the liability assumed under this Agreement, to be specifically insured under the contractual liability section of the Liability Insurance Policies. Such policies shall require that American be given not less than thirty (30) days' prior written notice of any cancellation thereof or material change therein.

Tenant will provide American with Certificates of Insurance, evidencing all of the above coverages, including all special requirements specifically noted, prior to commencement of the services under this Agreement and further, shall provide American with Certificates of Insurance evidencing renewal or substitution of such insurance thirty (30) days prior to the effective date of such renewal or substitution.

13. *Statutes and Ordinances*

Tenant will comply with all federal, state, county and municipal statutes and ordinances and with all governmental rules, regulations, orders and directives applicable to the Demised Premises or to Tenant's use or occupancy thereof and perform, at its own expense, all obligations imposed thereby.

14. *Quiet Enjoyment*

American covenants that it has full right to make this Sublease, and that Tenant shall have quiet and peaceful possession of the Demised Premises during the term hereof.

15. *Subletting or Assignment*

Tenant shall not sublet the Demised Premises or assign this Sublease without the prior written approval of American and the City of Chicago.

16. *Liens*

Tenant shall not permit the placement of any lien on the Demised Premises.

17. *Destruction of the Premises*

If the Demised Premises shall be destroyed or so damaged as to become wholly or substantially untenantable by reason of fire or other casualty, American may elect to terminate this Sublease as of the date of destruction or damage, or repair the Demised Premises and equitably abate the rent payable hereunder until the Demised Premises are fully repaired. Within thirty (30) days after such destruction or damage, American shall notify Tenant in writing of its decision.

18. *Remedies for Default*

If American defaults in the performance of any of its obligations hereunder, Tenant may terminate this Sublease upon thirty (30) days' prior written notice to American specifying the default. Such notice shall be ineffective and deemed rescinded if American remedies or commences to remedy the default within thirty (30) days following receipt thereof.

If Tenant defaults in the performance of any of its obligations hereunder, American may provide Tenant a written notice specifying the default. If Tenant fails to remedy or commence to remedy such default within thirty (30) days after receipt of such notice, or if such notice relates to the payment of money, Tenant fails to pay the amount set forth in such notice within ten (10) days after receipt thereof, American may (i) enter and occupy the Demised Premises and remove all persons therefrom, either by suitable action or proceedings at law, by force, or otherwise, or (ii) perform Tenant's obligations in which event Tenant agrees to reimburse American therefor, or (iii) give Tenant at least one (1) day's advance written notice of American's election to end the term of this Sublease in which event the term of this Sublease shall expire on the day specified in such notice. In case of any such default resulting in reentry under (i) of this Section or expiration as set forth in (iii) of this Section; (a) the rent and additional rent shall become due thereupon and be paid up to the date of such reentry or expiration together with such expenses as American may incur for legal expenses, attorney's fees, brokerage and/or putting the Demised Premises in good order or for preparing the same for rerental; (b) American may relet the Demised Premises or any part or parts thereof, for a term or terms which may be less or exceed the period which would have constituted the balance of Tenant's term and may grant concessions or free rent; and (c) Tenant shall pay American as liquidated damages for its default any deficiency between the rent which it agreed to pay and the net amount, if any, of the rents collected on account of the lease or leases of the Demised Premises for the period which would have constituted the balance of Tenant's term in the absence of its default. American shall not be obligated to relet the Demised Premises after default and Tenant shall be liable to American for the entire rent for the remainder of the period which would have constituted the remaining term in the absence of default to the extent that the Demised Premises, or any part of them, are not relet. Mention in this Sublease of any particular remedy, shall not preclude American from any other remedy either in law or in equity.

19. *Surrender of Premises*

At the expiration or earlier cancellation or termination of this Sublease, Tenant shall surrender the Demised Premises and all alterations or additions thereto to American in good condition, reasonable wear and tear excepted. To the extent requested by American, Tenant shall remove all alterations and additions to the Demise Premises and return the latter to the same condition as existing prior to the commencement of the term of this Sublease, reasonable wear and tear excepted.

20. *Subordination of Sublease*

This Sublease shall in all respects be subordinate to the applicable provisions of the Basic Lease and the Airport Agreement and no provision hereof shall be construed as granting rights or privileges which are not granted to American in the Basic Lease or Airport Agreement. Tenant acknowledges receipt of a copy of the Basic Lease and covenants and agrees to comply with all provisions of such Basic Lease and to assume all obligations under such Basic Lease as are applicable to its possession of the Demised Premises.

21. *Additional Rent*

All payments for which Tenant is obligated pursuant to this Sublease shall at American's election be treated as additional rent and, in the event of non-payment, American shall have all the rights and remedies herein provided for in the case of default by Tenant.

22. *Condition of Premises*

Tenant acknowledges, and its entrance into occupancy shall be deemed conclusive evidence, that no condition exists which American is obliged to correct or repair and that the Demised Premises are sublet to Tenant in "as is" condition.

23. *Notices and Payments*

All notices to American shall be mailed to Vice President, Properties and Facilities, American Airlines, Inc., 633 Third Avenue, New York, New York 10017, or such other address as American may designate. All notices to Tenant shall be mailed to I. H. Montgomery, President, Aviation Training Enterprises, Inc., 5245 W. 55th Street, Chicago, Illinois, or such other address as Tenant may designate.

All payments to American shall be mailed to Treasurer, American Airlines, Inc., 633 Third Avenue, New York, New York 10017, or such other address as American may designate.

24. *Approval of the City of Chicago*

This Sublease shall not become effective unless approved in writing by the City of Chicago.

25. This Agreement shall constitute the entire agreement between the parties and shall supersede and cancel all other prior agreements concerning the Demised Premises whether written or oral. No subsequent agreement concerning the Demised Premises shall be valid unless in writing and signed by the authorized representative of the party to be charged.

26. *Additional Provisions*

The additional provisions, if any, attached hereto under such heading are incorporated herein and are made a part hereof.

In Witness Whereof, the parties hereto have signed this Sublease as of the day and year first above written.

[Signature forms and Acknowledgment omitted]

### Additional Provisions

*Cancellation*—Either party shall have the right to cancel this Sublease upon 270 days' written notice to the other party. However, no such notice is to be given during the first year of the term of this Sublease.

*Renewal*—Tenant shall have the option to renew this Sublease for an additional five (5) year term subject to renegotiation of rent for such additional period.

*Consent*—Wherever the consent or approval of either party is required throughout this Sublease, the parties hereto agree that such consent or approval will not be unreasonably withheld.

*Operating Standards*—Tenant will observe and comply with a reasonable schedule of safety, housekeeping and general operating standards and procedures which schedule will be issued and periodically reviewed by American.

*Expansion Requirements*—American agrees to give Tenant right of first refusal of space now being subleased to Flight Safety, Inc., by American under separate agreement if such space becomes available during the term of this Sublease. Tenant will be given six (6) months' notice (if possible) of such space availability, and Tenant's right of first refusal shall only exist for 60 days after such notice.

### Exhibit C—Utilities and Power

Rental set forth in Section 3, above, does not include any liability for American to supply, solely at its own cost, any utilities or power.

Tenant shall be liable for its prorata share of all power and utility bills, such proration to take into consideration Tenant's installed capacity, overall usage and activity within demised premises. Such proration will be made by local American management after conferring with Tenant.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Butler Aviation Co.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Aviation and the Corporation Counsel are authorized to approve in behalf of the City of Chicago a sublease between the American Airlines, Inc. and the Butler Aviation Company, a subdivision of Butler Aviation International, for premises at Chicago-Midway Airport, said sublease to be in the following form:

Sublease made this ............... day of ..................., 196...., between American Airlines, Inc., a Delaware corporation, (hereafter called "American") and Butler Aviation Company (Midway), a division of Butler Aviation International, Inc., 5245 W. 55th Street, Chicago, Illinois, (hereinafter called "Tenant").

WITNESSETH:

Whereas, American leases certain premises at Chicago Municipal Airport (Midway) from the City of Chicago, Illinois, under a "Hangar Site Agreement" dated May 14, 1969, (hereafter called the "Basic Lease"), and

Whereas, American is willing to sublet and Tenant is willing to hire certain portions of the premises described in the Basic Lease;

Now, Therefore, the parties agree:

1. *Premises*

American hereby sublets and Tenant hereby hires and takes from American that space described as being the East Bay of hangar facilities located at 5245 West 55th Street, Chicago, Illinois, together with all shop areas and office space bordering around the perimeter of said East Bay, together with all aircraft ramp area immediately fronting said Bay. Aircraft ramp offset to the southeast of said Bay as located between the automobile parking lot and the taxiway fronting said East Bay is also included. Two garage stalls, as located in the western portion of said hangar, are also included. All aviation gasoline tanks and four kerosene fuel tanks, all located in the fuel farm situated in the western portion of the hangar complex, are also included. Tenant shall also have the use of one half the total number of available automobile parking spaces in the parking lot adjoining the East Bay. (Fuel farm and parking lot joint use areas are more specifically described in Exhibit A, Parts A and B and Exhibit B.) which space is more specifically delineated by red outlined on the attached Exhibit A, which Exhibit is made a part hereof. The premises herein demised shall be hereafter called the "Demised Premises".

In addition, Tenant employees, invitees, licensees and subtenants shall have the right to park their personal vehicles in the automotive parking areas specifically assigned to Tenant as shown on attached Exhibit B.

2. *Use*

Tenant may use the Demised Premises for all lawful activities reasonably and customarily related to the conduct of its business as an aviation service and maintenance facility.

3. *Rent*

Tenant will pay American rent at an annual rate of Eighty-two Thousand and 00/100 Dollars ($82,000.00) in equal monthly installments in advance on the first day of each month during the term, without any set-off or deduction whatsoever.

4. *Term*

The term of this Sublease shall commence on August 1, 1969 and expire on December 31, 1974, or upon the earlier cancellation or termination of the Basic Lease. The term of this Sublease shall automatically expire in the event of Tenant availing itself of voluntary bankruptcy or insolvency proceedings, or if such proceedings, when involuntary, are not terminated successfully by Tenant within thirty (30) days of their commencement. Such bankruptcy or insolvency shall be considered to be a default in the performance of Tenant's obligations under this Sublease and American shall have the benefit of all remedies provided under Section 18.

American shall have no liability or obligation to Tenant in the event the Basic Lease is for any reason cancelled or terminated prior to the expiration of the term of this Sublease.

5. *Signs*

Tenant may install signs on the Demised Premises upon receipt of the prior written approval of American and, to the extent required by the Basic Lease and the Airport Agreement of October 16, 1967, between the City of Chicago and American (hereafter called the "Airport Agreement"), the City of Chicago.

6. *Maintenance*

American shall provide all necessary structural maintenance of the Demised Premises other than that required as a result of Tenant's negligence or improper use. American will also maintain the existing air conditioning, heating, electrical and water systems, except for minor repairs and daily maintenance.

Tenant shall provide all other maintenance of the Demised Premises, including, without limitation, janitor service, painting, replacement of interior and exterior broken glass, apron sweeping, relamping, non-structural repairs and all repairs necessitated by Tenant's negligence, overloading of the floors or aprons or other improper use of the Demised Premises. In addition, Tenant will provide all daily maintenance and any minor repairs required by the air conditioning, heating, electrical and water systems. The term "minor repairs", as used herein, shall mean any repair or replacement having a total parts cost of $25.00 or less.

7. *Taxes*

Tenant will pay all taxes or assessments on alterations, improvements or additions to the Demised Premises made by Tenant, or at Tenant's request, and all taxes or assessments on personal property owned, possessed or controlled by Tenant whether attached or unattached to the Demised Premises. Tenant shall also pay any possessory interest or other taxes attributable to the value of possession or use of the Demised Premises for the term granted under this Sublease.

8. *Utilities and Power*

Tenant will pay charges for utility services available to the Demised Premises in accordance with the schedule set forth in Exhibit C. As used herein, utility services shall include, but not be limited to, air conditioning, heating, electricity, water, sewage disposal and gas.

9. *Alterations*

Tenant will make no alterations or additions to

(Continued on page 7882)

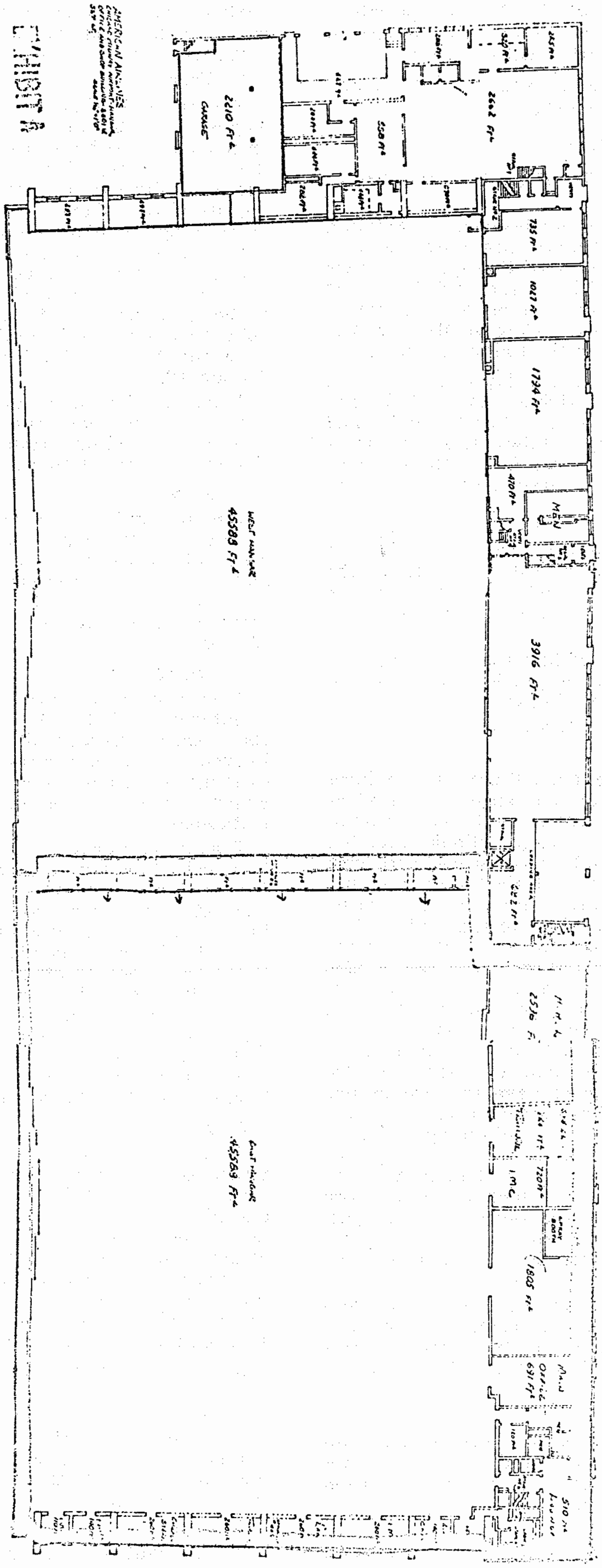
EXHIBIT A
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GARAGE
2662 Ft²
550 Ft²
735 Ft²
1067 Ft²
1734 Ft²
410 Ft²
MEN
WEST HANGAR
45588 Ft²
3916 Ft²
EAST HANGAR
45583 Ft²
2516 Ft²
IMC
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OFFICE
691 Ft²
510 Ft²

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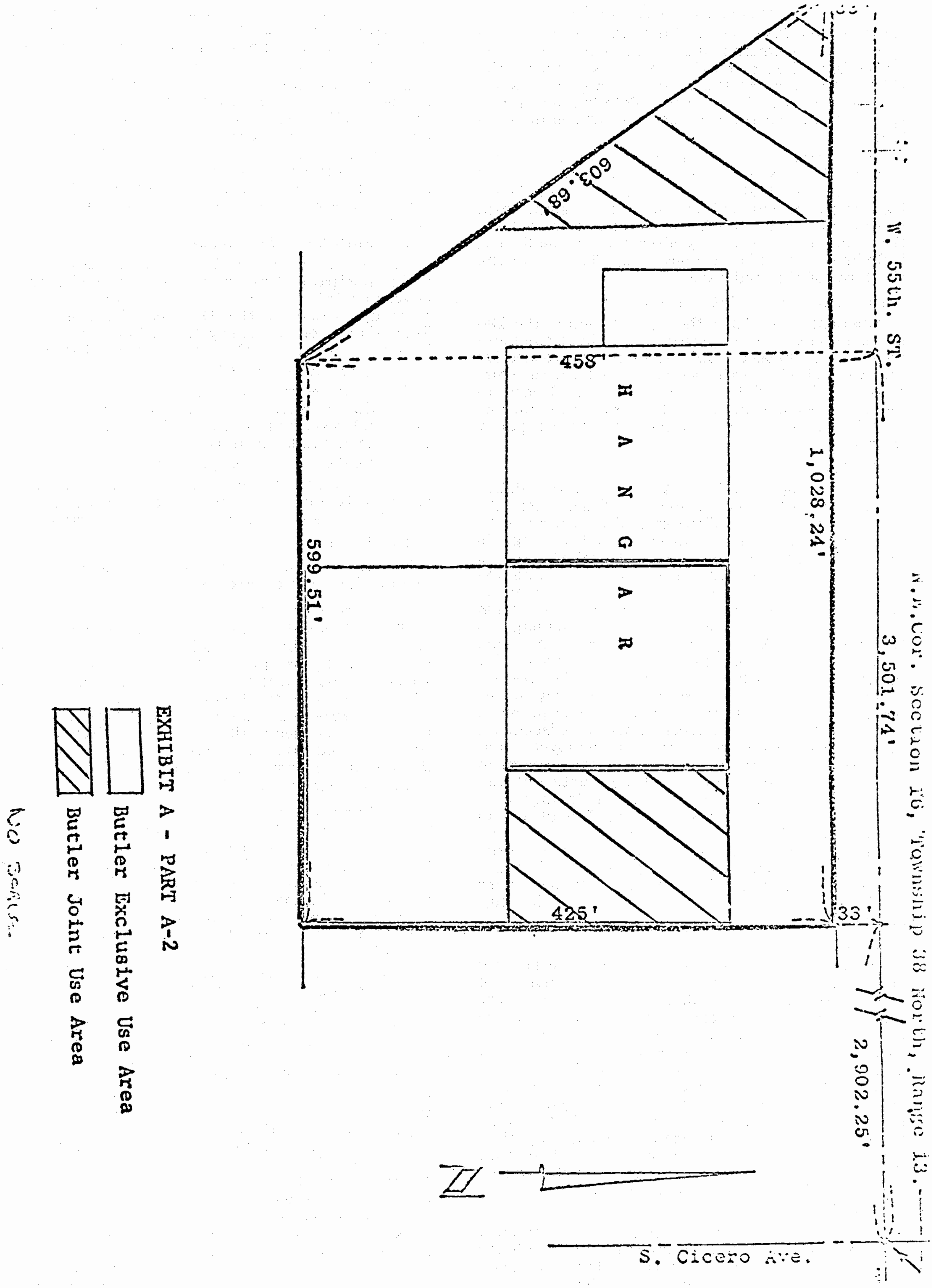

W. 55th. St.
603.68
458
HANGAR
1,028.24'
599.51'
N.W.Cor. Section 16, Township 38 North, Range 13.
3,501.74'
425'
33'
2,902.25'
N
S. Cicero Ave.
☐ Butler Exclusive Use Area
▨ Butler Joint Use Area
No Scale

EXHIBIT A - PART A-2

(Continued from page 7879)

the Demised Premises without the prior written approval of American and, to the extent required by the Basic Lease and the Airport Agreement, the City of Chicago. At the time such approval is requested, Tenant shall furnish detailed plans and specifications for the proposed alterations or additions.

Upon termination of this Sublease, all alterations and additions, except for machinery, equipment and trade fixtures, shall become the property of American at its option and at no cost. Tenant, upon demand by American, will immediately remove from the Demised Premises any alterations or additions, including signs, placed thereon by Tenant during the term of this Sublease.

10. *American's Right of Entry*

American shall have the right to enter the Demised Premises to (i) perform its obligations hereunder, (ii) inspect, (iii) accompany prospective tenants and (iv) gain access to and egress from those portions of the premises not subleased to Tenant hereunder and to perform such functions as may be necessary or convenient to its occupancy thereof.

11. *Liability*

Tenant agrees to release American from liability for any claim by Tenant and to defend, indemnify and hold the City of Chicago and American, both of them, their respective directors, officers, agents and employees, harmless from and against any and all liabilities, judgments, costs, damages and expenses (including attorney's fees) which may accrue against, be charged to or recovered from American by reason or on account of damage to the property of the City of Chicago, or of American, or of any other person or persons, and/or for injury to or death of any person whomsoever, arising from Tenant's use and occupancy of or operations at the Demised Premises, except when caused by the sole negligence or willful misconduct of American, or its agents, officers, employees, contractors or subcontractors; provided, that American shall give Tenant prompt and timely notice of any claim made or suit instituted which, in any way, affects Tenant or its insurer, and Tenant or its insurer shall have the right to compromise and defend the same to the extent of its own interests. Any final judgment rendered against American for any cause for which Tenant is liable hereunder shall be conclusive against Tenant as to liability and amount.

12. *Insurance*

Tenant shall at its own cost and expense procure and maintain in full force and effect during the term of this Sublease policies of insurance of the types and in amounts reasonably required by American in light of the nature of Tenant operations with responsible insurance carriers duly qualified in Illinois, covering the operations of Tenant pursuant to this Sublease, including the use or occupancy of the Demised Premises or any part of the Premises demised to American by the City of Chicago. In the event American should at any time during the term of this Sublease consider that changes should be made in the amounts and/or coverages, Tenant will accede to any such reasonable requests.

American shall be named as an insured in such policies which shall contain standard cross liability clauses. Tenant shall cause the liability assumed under this Agreement, to be specifically insured under the contractual liability section of the Liability Insurance Policies. Such policies shall require that American be given not less than thirty (30) days' prior written notice of any cancellation thereof or material change therein.

Tenant will provide American with Certificates of Insurance, evidencing all of the above coverages, including all special requirements specifically noted, prior to commencement of the services under this Agreement and further, shall provide American with Certificates of Insurance evidencing renewal or substitution of such insurance thirty (30) days prior to the effective date of such renewal or substitution.

13. *Statutes and Ordinances*

Tenant will comply with all federal, state, county and municipal statutes and ordinances and with all governmental rules, regulations, orders and directives applicable to the Demised Premises or to Tenant's use or occupancy thereof and perform, at its own expense, all obligations imposed thereby.

14. *Quiet Enjoyment*

American covenants that it has full right to make this Sublease, and that Tenant shall have quiet and peaceful possession of the Demised Premises during the term hereof.

15. *Subletting or Assignment*

Tenant shall not sublet the Demised Premises or assign this Sublease without the prior written approval of American and the City of Chicago.

16. *Liens*

Tenant shall not permit the placement of any lien on the Demised Premises.

17. *Destruction of the Premises*

If the Demised Premises shall be destroyed or so damaged as to become wholly or substantially untenantable by reason of fire or other casualty, American may elect to terminate this Sublease as of the date of destruction or damage, or repair the Demised Premises and equitably abate the rent payable hereunder until the Demised Premises are fully repaired. Within thirty (30) days after such destruction or damage, American shall notify Tenant in writing of its decision.

18. *Remedies for Default*

If American defaults in the performance of any of its obligations hereunder, Tenant may terminate this Sublease upon thirty (30) days' prior written notice to American specifying the default. Such notice shall be ineffective and deemed rescinded if American remedies or commences to remedy the default within thirty (30) days following receipt thereof.

If Tenant defaults in the performance of any of its obligations hereunder, American may provide Tenant a written notice specifying the default. If Tenant fails to remedy or commence to remedy such default within thirty (30) days after receipt of such notice, or if such notice relates to the payment of money, Tenant fails to pay the amount set forth in such notice within ten (10) days after receipt thereof, American may (i) enter and occupy the Demised Premises and remove all persons therefrom, either by suitable action or proceedings at law, by force, or otherwise, or (ii) perform Tenant's obligations in which event Tenant agrees to reimburse American therefor, or (iii) give Tenant at least one (1) day's advance written notice of American's election to end the term of this Sublease in which event the term of this Sublease shall expire on the day specified in such notice. In case of any such default resulting in reentry under (i) of this Section or expiration as set forth in (iii) of this Section; (a) the rent and additional rent shall become due thereupon and be paid up to the date of such reentry or expiration together with such expenses as American may incur for legal expenses, attorney's fees, brokerage and/or putting the Demised Premises in good order or for preparing the same for rerental; (b) American may relet the Demised Premises or any part or parts thereof, for a term or terms which may be less or exceed the period which would have constituted the balance of Tenant's term and may grant concessions or free rent; and (c) Tenant shall pay American as liquidated damages for its default any deficiency between the rent which it agreed to pay and the net amount, if any, of the rents collected on account of the lease or leases of the Demised Premises for the period which would have constituted the balance of Tenant's term in the absence of its default. American shall not be obligated to relet the Demised Premises after default and Tenant shall be liable to American for the entire rent for the remainder of the period which would have constituted the remaining term in the absence of default to the extent that the Demised Premises, or any part of them, are not relet. Mention in this Sublease of any particular remedy, shall not preclude American from any other remedy either in law or in equity.

19. *Surrender of Premises*

At the expiration or earlier cancellation or termination of this Sublease, Tenant shall surrender the Demised Premises and all alterations or additions thereto to American in good condition, reasonable wear and tear excepted. To the extent requested by American, Tenant shall remove all alterations and additions to the Demised Premises and return the latter to the same conditions as existing prior to the commencement of the term of this Sublease, reasonable wear and tear excepted.

20. *Subordination of Sublease*

This Sublease shall in all respects be subordinate to the applicable provisions of the Basic Lease and the Airport Agreement and no provision hereof shall be construed as granting rights or privileges which are not granted to American in the Basic Lease or Airport Agreement. Tenant acknowledges receipt of a copy of the Basic Lease and covenants and agrees to comply with all provisions of such Basic Lease and to assume all obligations under such Basic Lease as are applicable to its possession of the Demised Premises.

21. *Additional Rent*

All payments for which Tenant is obligated pursuant to this Sublease shall at American's election be treated as additional rent and, in the event of non-payment, American shall have all the rights and remedies herein provided for in the case of default by Tenant.

22. *Condition of Premises*

Tenant acknowledges, and its entrance into occupancy shall be deemed conclusive evidence, that no condition exists which American is obliged to correct or repair and that the Demised Premises are sublet to Tenant in "as is" condition.

23. *Notices and Payments*

All notices to American shall be mailed to Vice President, Properties and Facilities, American Airlines, Inc., 633 Third Avenue, New York, New York 10017, or such other address as American may designate. All notices to Tenant shall be mailed to Mr. Frank C. Sain, Vice President, Butler Aviation International, Inc., 600 Sylvan Avenue, Englewood Cliffs, New Jersey 07632, or such other address as Tenant may designate.

All payments to American shall be mailed to Treasurer, American Airlines, Inc., 633 Third Avenue, New York, New York 10017, or such other address as American may designate.

24. *Approval of the City of Chicago*

This Sublease shall not become effective unless approved in writing by the City of Chicago.

25. This Agreement shall constitute the entire agreement between the parties and shall supersede and cancel all other prior agreements concerning the Demised Premises whether written or oral. No subsequent agreement concerning the Demised Premises shall be valid unless in writing and signed by the authorized representative of the party to be charged.

26. *Additional Provisions*

The additional provisions, if any, attached hereto under such heading are incorporated herein and are made a part hereof.

In Witness Whereof, the parties hereto have signed this Sublease as of the day and year first above written.

[Signature forms and acknowledgment omitted]

Exhibit A—Part B

With reference to the fuel tanks to be leased to Tenant in the existing fuel farm, such fuel tanks leased to Tenant shall consist of 15,000-gallon kerosene tanks Nos. 1 through 4, with American retaining the right to acquire use of kerosene tank No. 4 upon thirty (30) days' written notice to Tenant. Of the existing aviation gas tanks, Nos. 14, 15 and 16 shall be leased to Tenant. American shall retain the right to rework and otherwise alter the existing fuel farm system in any reasonable manner consistent with farm rehabilitation and safety requirements.

American shall retain the right to reacquire the use of the 2,596-square-foot room located in the northwest corner on the ground floor of the East Bay, such reacquisition to be effected upon sixty (60) days' written notice to Tenant accompanied by an appropriate proration of rent.

Exhibit B—Automobile Parking Spaces

Tenant shall have the use of one half of the total available automobile parking spaces in the parking lot adjoining the East Bay, subject, however, to the right of American to reduce such allocation to one third of the available spaces if increased overall usage by other tenants of the premises equitably demands. Designators of the exact location of such parking spaces, together with garage stalls in the adjoining automotive maintenance facility, shall be done by American's local Midway Airport management.

Exhibit C—Utilities and Power

The rental set forth in Section 3, above, does not include any liability for American to supply, solely at its own cost, any utilities or power.

With reference to any such electricity or utility service costs or billings incurred by American in its over all operation of the premises, including space leased to Tenant hereunder, Tenant agrees to pay one quarter of the total amount of each electricity bill and one third of each other utility bill received by American throughout the term of this Sublease. Such proration shall be reviewed after the initial year of this Sublease for possible adjustment.

### Additional Provisions

*Term.* The term of this Sublease as set forth in Section 4, above, is amended to grant Tenant the option of renewing this Sublease from January 1, 1975, to December 31, 1979, with rent for the period commencing January 1, 1975, to be renegotiated.

*Rules and Regulations.* Tenant will comply with all reasonable rules and regulations insofar as general operations, appearance, safety and common usage areas require.

*East Bay Triturator.* Tenant shall in no way obstruct access to or utilization of the sanitary disposal facility (triturator) located in the vicinity of the southeast interior corner of the East Bay.

*Cancellation.* Either Tenant or American may cancel this Sublease upon one (1) year's written notice to the other party, such notice not to be given during the first year of this Sublease. In the event any such notice is given by American, American agrees to provide reasonably similar space on Premises to Tenant.

Tenant may cancel this Sublease in the event, through no active means or intent on its behalf, its operating rights with the City of Chicago allowing its operation at Midway Airport is revoked.

Either party may cancel upon any protracted closing of Midway Airport resulting from, but not limited to, legislative action, common natural disaster, acts of God, force majeure or national emergency.

*Joint Use.* American hereby recognizes the joint use character of proposed fuel farm operations, insofar as Tenant's right of ingress, egress and general use of said fuel farm is concerned.

*Consent.* Wherever the consent or approval of either party is required throughout this Sublease, the parties hereto agree that such consent or approval will not be unreasonably withheld.

*Deletions; Additions.* On page 3, above, in Section 6 "Maintenance", the word "parts" is hereby deleted from the last sentence of the second paragraph and the words "hangar doors" are added after the words "water systems" in the last sentence of the first paragraph.

In Exhibit A, Part B, the written notice requirement set forth in the second paragraph is changed from sixty (60) days to one hundred twenty (120) days.

In Section 8, the words "air conditioning" and "gas" in the second sentence are hereby deleted upon Tenant's representation that no such services or outlets exist in the Demised Premises. This deletion does not affect Tenant's liability for its prorata share of heating costs.

*Maintenance.* American agrees to keep the hangar ramp and parking lot in usable and safe condition and will be liable for major maintenance thereof except such maintenance will not include sweeping, snow removal, rubbish removal or other minor maintenance of a janitorial or inclement weather-caused nature. Tenant's liability for painting under Section 6 will be limited to that required of interior office space.

*Taxes.* Section 7, above, is deleted in its entirety and is replaced by the following: American is now paying real estate taxes assessed against certain premises at Midway Airport which includes the Demised Premises. Such taxes are based upon an assessed value of improvements on such premises. American shall continue to pay such taxes and special assessments of such property during the term of this Sublease even though they are based in part on the value of improvements on the Demised Premises and Tenant shall not be obligated to pay such taxes or assessments even if such taxes or assessments are assessed against it, subject, however, to the exception that Tenant shall pay the amount by which such taxes, or assessments, may be increased as the result of assessment of alterations, improvements or additions to the Demised Premises made by Tenant or at Tenant's request. Tenant shall pay all taxes or assessments on personal property owned, possessed or controlled by Tenant whether attached or unattached to the Demised Premises.

*Alterations.* The first sentence of the second paragraph of Section 9 is hereby revised so as to add after the words "trade fixtures", the phrase "or any other clearly recognized portable entities designed for ease of installation and removal, e.g., pre-formed partitions"; the same phrase is added after the words "trade fixtures" in the second line of the second paragraph of Section 9.

*Entry.* Section 10 is amended to provide that any entry by American for purposes of showing the Demised Premises to prospective tenants will be done with notice to and consent of Tenant and will be made during normal business hours.

*Insurance.* The following minimum insurance coverage requirements will satisfy the appropriate provisions of Section 12, above:

| | |
|---|---|
| Aircraft Public Liability Insurance | $ 100,000 per person<br>$1,000,000 per occurrence |
| Aircraft Property Damage Insurance | $ 200,000 per occurrence |
| Comprehensive Public Liability Insurance | $ 250,000 per person<br>$2,000,000 per occurrence |
| Comprehensive Property Damage Insurance | $3,000,000 per occurrence |
| Comprehensive Automobile Liability Insurance | $ 500,000 per person<br>$1,000,000 per occurrence<br>$ 500,000 property damage. |

*Liability.* On page 5, Section 11, the word "reasonable" is inserted before the words "attorneys' fees" in the sixth line thereof.

*Assignment.* Section 15, above, is amended by adding the following sentence: Tenant may assign this Sublease to any of its direct subsidiaries or affiliates without said approval by American. Space in the Demised Premises may be sublet to others by Tenant where such subletting and space utilization is directly related to the Tenant's usual course of business.

*Default.* Section 18, above, is amended and revised as follows:

(1) line 12, second paragraph, page 8—substitute five (5) days' notice for the one (1) day's notice otherwise called for;

(2) in the penultimate line on page 8, strike the words "or free rent";

(3) in the last line on page 8, strike the first sentence of (c) in its entirety;

(4) add at the end of Section 18 the following sentence: Tenant shall have similar rights to cure defaults of American; however, only those obliga-

tions of American specifically set forth in this Sublease, and not any collateral instruments or agreements incorporated by reference herein, shall be the basis of determining any default by American.

*Condition of Premises.* Section 22, above, is deleted in its entirety. It is replaced by the following language: Tenant acknowledges that certain conditions exist or may exist that American will or may be obliged to repair or correct under the terms of this Sublease, nevertheless, Tenant agrees to lease and occupy the Demised Premises in "as is" condition pending any such corrective action.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Commuter Airlines*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Commissioner of Aviation and the Corporation Counsel are authorized to approve in behalf of the City of Chicago a sublease between the American Airlines, Inc. and Commuter Airlines, for premises at Chicago-Midway Airport, said sublease to be in the following form:

Sublease made this .................. day of ...................., 196.., between American Airlines, Inc., a Delaware corporation, (hereafter called "American") and Commuter Airlines, 5315 W. 63rd Street, Chicago, Illinois (hereafter called "Tenant").

WITNESSETH:

Whereas, American leases certain premises at Chicago Municipal Airport (Midway) from the City of Chicago, Illinois, under a "Hangar Site Agreement" dated May 14, 1969 (hereafter called the "Basic Lease"); and

Whereas, American is willing to sublet and Tenant is willing to hire certain portions of the premises described in the Basic Lease;

Now, Therefore, the parties agree:

1. *Premises*

American hereby sublets and Tenant hereby hires and takes from American that space described as being 7,200 square feet of hangar floor space in the West Bay of the hangar located at 5245 W. 55th Street, Chicago, Illinois, together with certain rooms totaling 2,999 square feet in said hangar. (The above hangar floor space is to be specifically designated by local American management.) which space is more specifically delineated by red outlined on the attached Exhibit A, which exhibit is made a part hereof. The premises herein demised shall be hereafter called the "Demised Premises".

In addition, Tenant employees, invitees, licensees and subtenants shall have the right to park their personal vehicles in the automotive parking areas specifically assigned to Tenant at the sole discretion of local American management.

2. *Use*

Tenant may use the Demised Premises for all lawful activities reasonably and customarily related to the conduct of its business as a third-level airline carrier.

3. *Rent*

Tenant will pay American rent at an annual rate of Seventeen Thousand Five Hundred Fifty and 00/100 Dollars ($17,550.00) in equal monthly installments in advance on the first day of each month during the term, without any set-off or deduction whatsoever.

4. *Term*

The term of this Sublease shall commence on January 1, 1970 and expire on December 31, 1974, or upon the earlier cancellation or termination of the Basic Lease. The term of this Sublease shall automatically expire in the event of Tenant availing itself of voluntary bankruptcy or insolvency proceedings or if such proceedings, when involuntary, are not terminated successfully by Tenant within thirty (30) days of their commencement. Such bankruptcy or insolvency shall be considered to be a default in the performance of Tenant's obligations under this Sublease and American shall have the benefit of all remedies provided under Section 18.

American shall have no liability or obligation to Tenant in the event the Basic Lease is for any reason cancelled or terminated prior to the expiration of the term of this Sublease.

5. *Signs*

Tenant may install signs on the Demised Premises upon receipt of the prior written approval of American and, to the extent required by the Basic Lease and the Airport Agreement of October 16, 1967, between the City of Chicago and American (hereafter called the "Airport Agreement"), the City of Chicago.

6. *Maintenance*

American shall provide all necessary structural maintenance of the Demised Premises other than that required as a result of Tenant's negligence or improper use. American will also maintain the existing air conditioning, heating, electrical and water systems, except for minor repairs and daily maintenance.

Tenant shall provide all other maintenance of the Demised Premises, including, without limitation, janitor service, painting, replacement of interior and exterior broken glass, apron sweeping, relamping, non-structural repairs and all repairs necessitated by Tenant's negligence, overloading of the floors or aprons or other improper use of the Demised Premises. In addition, Tenant will provide all daily maintenance and any minor repairs required by the air conditioning, heating, electrical and water systems. The term "minor repairs", as used herein, shall mean any repair or replacement having a total parts cost of $25.00 or less.

7. *Taxes*

Tenant will pay all taxes or assessments on alterations, improvements or additions to the Demised Premises made by Tenant, or at Tenant's request, and all taxes or assessments on personal property owned, possessed or controlled by Tenant whether attached or unattached to the Demised Premises. Tenant shall also pay any possessory interest or other taxes attributable to the value of possession or use of the Demised Premises for the term granted under this Sublease.

8. *Utilities and Power*

Tenant will pay charges for utility services available to the Demised Premises in accordance with the schedule set forth in Exhibit C. As used herein, utility services shall include, but not be limited to, air conditioning, heating, electricity, water, sewage disposal and gas.

9. *Alterations*

Tenant will make no alterations or additions to the Demised Premises without the prior written approval of American and, to the extent required

(Continued on page 7887)

EXHIBIT A

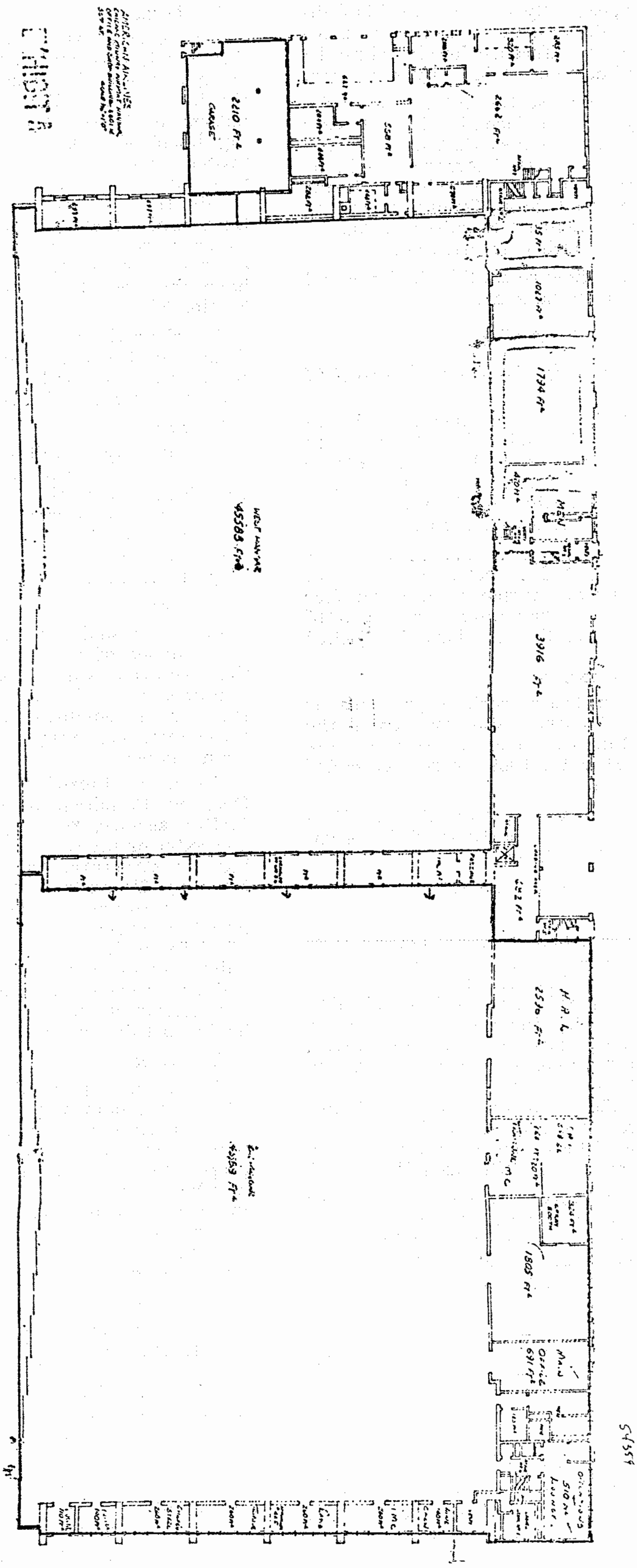

American Airlines
2210 Ft²
Garage
2606 Ft²
1067 Ft²
1734 Ft²
West Hangar
45583 Ft²
3916 Ft²
H.R.L.
2530 Ft²
East Hangar
45559 Ft²
1805 Ft²
Main Office
691 Ft²
54554

EXHIBIT A

(Continued from page 7885)

by the Basic Lease and the Airport Agreement, the City of Chicago. At the time such approval is requested, Tenant shall furnish detailed plans and specifications for the proposed alterations or additions.

Upon termination of this Sublease, all alterations and additions, except for machinery, equipment and trade fixtures, shall become the property of American at its option and at no cost. Tenant, upon demand by American, will immediately remove from the Demised Premises any alterations or additions, including signs, placed thereon by Tenant during the term of this Sublease.

10. *American's Right of Entry*

American shall have the right to enter the Demised Premises to (i) perform its obligations hereunder, (ii) inspect, (iii) accompany prospective tenants and (iv) gain access to and egress from those portions of the premises not subleased to Tenant hereunder and to perform such functions as may be necessary or convenient to its occupancy thereof.

11. *Liability*

Tenant agrees to release American from liability for any claim by Tenant and to defend, indemnify and hold the City of Chicago and American, both of them, their respective directors, officers, agents and employees, harmless from and against any and all liabilities, judgments, costs, damages and expenses (including attorney's fees) which may accrue against, be charged to or recovered from American by reason or on account of damage to the property of the City of Chicago, or of American, or of any other person or persons, and/or for injury to or death of any person whomsoever, arising from Tenant's use and occupancy of or operations at the Demised Premises, except when caused by the sole negligence or willful misconduct of American, or its agents, officers, employees, contractors or subcontractors; provided, that American shall give Tenant prompt and timely notice of any claim made or suit instituted which, in any way, affects Tenant or its insurer, and Tenant or its insurer shall have the right to compromise and defend the same to the extent of its own interests. Any final judgment rendered against American for any cause for which Tenant is liable hereunder shall be conclusive against Tenant as to liability and amount.

12. *Insurance*

Tenant shall at its own cost and expense procure and maintain in full force and effect during the term of this Sublease policies of insurance of the types and in amounts reasonably required by American in light of the nature of Tenant operations with responsible insurance carriers duly qualified in Illinois, covering the operations of Tenant pursuant to this Sublease, including the use or occupancy of the Demised Premises or any part of the Premises demised to American by the City of Chicago. In the event American should at any time during the term of this Sublease consider that changes should be made in the amounts and/or coverages, Tenant will accede to any such reasonable requests.

American shall be named as an insured in such policies which shall contain standard cross liability clauses. Tenant shall cause the liability assumed under this Agreement, to be specifically insured under the contractual liability section of the Liability Insurance Policies. Such policies shall require that American be given not less than thirty (30) days' prior written notice of any cancellation thereof or material change therein.

Tenant will provide American with Certificates of Insurance, evidencing all of the above coverages, including all special requirements specifically noted, prior to commencement of the services under this Agreement and further, shall provide American with Certificates of Insurance evidencing renewal or substitution of such insurance thirty (30) days prior to the effective date of such renewal or substitution.

13. *Statutes and Ordinances*

Tenant will comply with all federal, state, county and municipal statutes and ordinances and with all governmental rules, regulations, orders and directives applicable to the Demised Premises or to Tenant's use or occupancy thereof and perform, at its own expense, all obligations imposed thereby.

14. *Quiet Enjoyment*

American covenants that it has full right to make this Sublease, and that Tenant shall have quiet and peaceful possession of the Demised Premises during the term hereof.

15. *Subletting or Assignment*

Tenant shall not sublet the Demised Premises or assign this Sublease without the prior written approval of American and the City of Chicago.

16. *Liens*

Tenant shall not permit the placement of any lien on the Demised Premises.

17. *Destruction of the Premises*

If the Demised Premises shall be destroyed or so damaged as to become wholly or substantially untenantable by reason of fire or other casualty, American may elect to terminate this Sublease as of the date of destruction or damage, or repair the Demised Premises and equitably abate the rent payable hereunder until the Demised Premises are fully repaired. Within thirty (30) days after such destruction or damage, American shall notify Tenant in writing of its decision.

18. *Remedies for Default*

If American defaults in the performance of any of its obligations hereunder, Tenant may terminate this Sublease upon thirty (30) days' prior written notice to American specifying the default. Such notice shall be ineffective and deemed rescinded if American remedies or commences to remedy the default within thirty (30) days following receipt thereof.

If Tenant defaults in the performance of any of its obligations hereunder, American may provide Tenant a written notice specifying the default. If Tenant fails to remedy or commence to remedy such default within thirty (30) days after receipt of such notice, or if such notice relates to the payment of money, Tenant fails to pay the amount set forth in such notice within ten (10) days after receipt thereof, American may (i) enter and occupy the Demised Premises and remove all persons therefrom, either by suitable action or proceedings at law, by force, or otherwise, or (ii) perform Tenant's obligations in which event Tenant agrees to reimburse American therefor, or (iii) give Tenant at least one (1) day's advance written notice of American's election to end the term of this Sublease in which event the term of this Sublease shall expire on the day specified in such notice. In case of any such default resulting in reentry under (i) of this Section or expiration as set forth in (iii) of this Section; (a) the rent and additional rent shall become due thereupon and be paid up to the date of such reentry or expiration together with such expenses as American may incur for legal expenses, attorney's fees, brokerage and/or putting the Demised Premises in good order or for preparing the same for rerental; (b) American may relet the Demised Premises or any part or parts thereof, for a term or terms which may be less or exceed the period which would have constituted the balance of Tenant's term and may grant concessions or free rent; and (c) Tenant shall pay American as liquidated damages for its default any deficiency between the rent which it agreed to pay and the net amount, if any, of the rents collected on account of the lease or leases of the Demised Premises for the period which would have constituted the balance of Tenant's term in the absence of its default. American shall not be obligated to relet the Demised Premises after default and Tenant shall be liable to American for the entire rent for the remainder of the period which would have constituted the remaining term in the absence of default to the extent that the Demised Premises, or any part of them, are not relet. Mention in this Sublease of any particular remedy, shall not preclude American from any other remedy either in law or in equity.

19. *Surrender of Premises*

At the expiration or earlier cancellation or termination of this Sublease, Tenant shall surrender the Demised Premises and all alterations or additions thereto to American in good condition, reasonable wear and tear excepted. To the extent requested by American, Tenant shall remove all alterations and additions to the Demised Premises and return the latter to the same condition as existing prior to the commencement of the term of this Sublease, reasonable wear and tear excepted.

20. *Subordination of Sublease*

This Sublease shall in all respects be subordinate to the applicable provisions of the Basic Lease and the Airport Agreement and no provision hereof shall be construed as granting rights or privileges which are not granted to American in the Basic Lease or Airport Agreement. Tenant acknowledges receipt of a copy of the Basic Lease and covenants and agrees to comply with all provisions of such Basic Lease and to assume all obligations under such Basic Lease as are applicable to its possession of the Demised Premises.

21. *Additional Rent*

All payments for which Tenant is obligated pursuant to this Sublease shall at American's election be treated as additional rent and, in the event of non-payment, American shall have all the rights and remedies herein provided for in the case of default by Tenant.

22. *Condition of Premises*

Tenant acknowledges, and its entrance into occupancy shall be deemed conclusive evidence, that no condition exists which American is obliged to correct or repair and that the Demised Premises are sublet to Tenant in "as is" condition.

23. *Notices and Payments*

All notices to American shall be mailed to Vice President, Properties and Facilities, American Airlines, Inc., 633 Third Avenue, New York, New York 10017, or such other address as American may designate. All notices to Tenant shall be mailed to R. H. Baxter, President, Commuter Airlines, 5315 W. 63rd Street, Chicago, Illinois, or such other address as Tenant may designated.

All payments to American shall be mailed to Treasurer, American Airlines, Inc., 633 Third Avenue, New York, New York 10017, or such other address as American may designate.

24. *Approval of the City of Chicago*

This Sublease shall not become effective unless approved in writing by the City of Chicago.

25. This Agreement shall constitute the entire agreement between the parties and shall supersede and cancel all other prior agreements concerning the Demised Premises whether written or oral. No subsequent agreement concerning the Demised Premises shall be valid unless in writing and signed by the authorized representative of the party to be charged.

26. *Additional Provisions*

The additional provisions, if any, attached hereto under such heading are incorporated herein and are made a part hereof.

In Witness Whereof, the parties hereto have signed this Sublease as of the day and year first above written.

[Signature forms and acknowledgment omitted]

Additional Provisions

*Cancellation.* Either Tenant or American may cancel this Sublease upon one (1) year's written notice. However, such notice is not to be given by either party during the first two (2) years of the term of this Sublease.

*Consent.* Wherever the consent or approval of either party is required throughout this Sublease, the parties hereto agree that such consent or approval will not be unreasonably withheld.

*Operating Standards.* Tenant will observe and comply with a reasonable schedule of safety, housekeeping and general operating standards and procedures which schedule will be issued and periodically reviewed by American.

Exhibit C—Utilities and Power

Rental set forth in Section 3, above, does not include any liability for American to supply, solely at its own cost, any utilities or power.

Tenant shall be liable for its prorata share of all power and utility bills, such proration to take into consideration Tenant's installed capacity, overall usage and activity within demised premises. Such proration will be made by local American management after conferring with Tenant.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Dobbs House*
### *(Employees Cafeteria)*

*Be It Ordained by the City Council of the City of Chicago:*

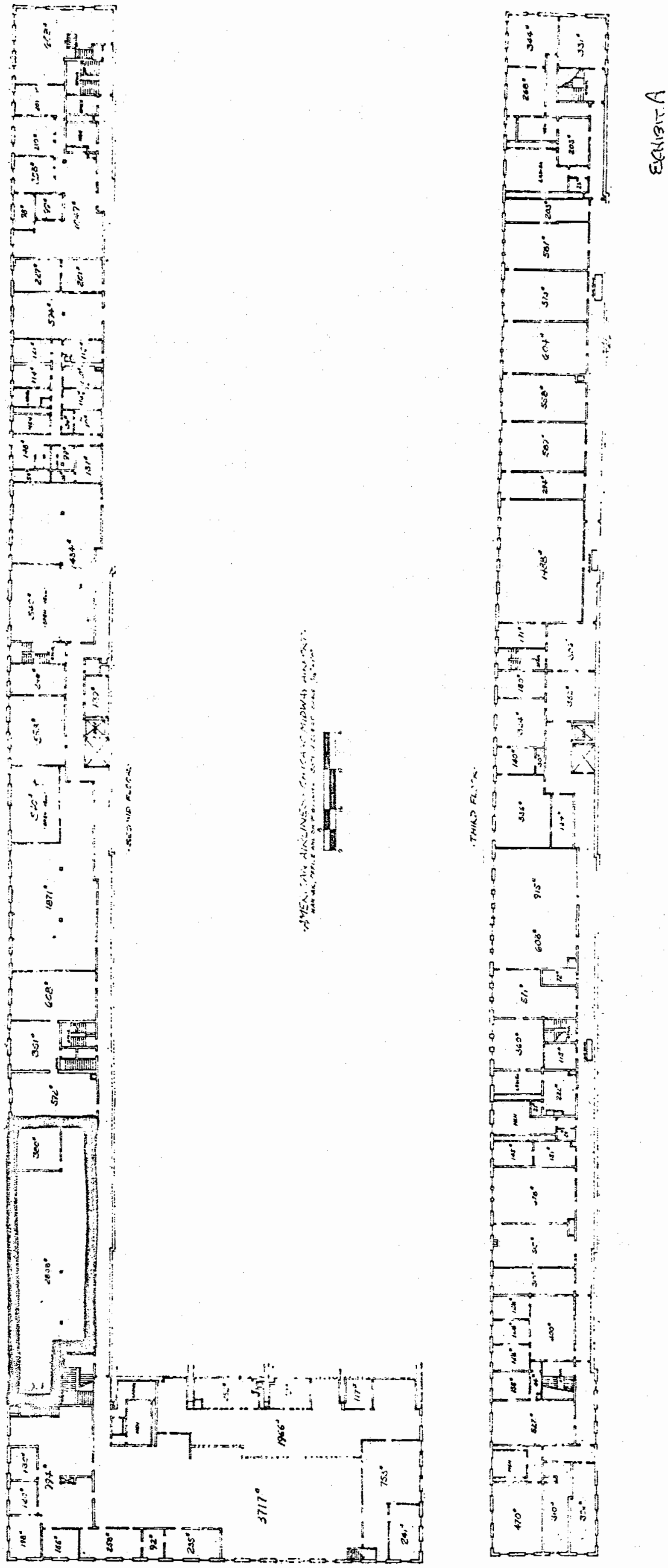
SECTION 1. That the Commissioner of Aviation and the Corporation Counsel are authorized to approve in behalf of the City of Chicago a sublease between the American Airlines, Inc. and Dobbs House, a division of Squibb-Beechnut, Inc., for premises at Chicago-Midway Airport, said sublease to be in the following form:

Sublease made this ...... day of ............, 196.., between American Airlines, Inc., a Delaware corporation, (hereafter called "American") and Dobbs House, Division of Squibb-Beechnut, Inc., Box 17009, Memphis, Tennessee (hereafter called "Tenant").

WITNESSETH:

Whereas, American leases certain premises at Chicago Municipal Airport (Midway) from the City of Chicago, Illinois, under a "Hangar Site Agree-

(Continued on page 7890)


AMERICAN AIRLINES, CHICAGO MIDWAY AIRPORT
SECOND FLOOR
THIRD FLOOR
EXHIBIT A
1946
1871

(Continued ffrom page 7888)

ment" dated May 14, 1969, (hereafter called the "Basic Lease"), and

Whereas, American is willing to sublet and Tenant is willing to hire certain portions of the premises described in the Basic Lease,

Now, Therefore, the parties agree:

1. *Premises*

American hereby sublets and Tenant hereby hires and takes from American, that space described as being cafeteria space (3,218 square feet) located on the second floor of hangar facilities situated at No. 5245 W. 55th Street, Chicago, Illinois, and which space is more specifically delineated by red outlined on the attached Exhibit A, which exhibit is made a part hereof. The premises herein demised shall be hereafter called the "Demised Premises".

In addition, Tenant employees, invitees, licensees and subtenants shall have the right to park their personal vehicles in the automotive parking areas specifically assigned to Tenant by American.

2. *Use*

Tenant may use the Demised Premises for all lawful activities reasonably and customarily related to the conduct of its business as a cafeteria for the exclusive use of the employees of American and for no other purpose.

3. *Rent*

Tenant will pay American rent at an annual rate of One Dollar ($1.00) and other good and valuable considerations, in equal monthly installments in advance on the first day of each month during the term, without any set-off or deduction whatsoever.

4. *Term*

The term of this Sublease shall commence on January 1, 1970, and expire on December 31, 1970, or upon the earlier cancellation or termination of the Basic Lease. The term of this Sublease shall automatically expire in the event of Tenant availing itself of voluntary bankruptcy or insolvency proceedings or if such proceedings, when involuntary, are not terminated successfully by Tenant within thirty (30) days of their commencement. Such bankruptcy or insolvency shall be considered to be a default in the performance of Tenant's obligations under this Sublease and American shall have the benefit of all remedies provided under Section 18.

American shall have no liability or obligation to Tenant in the event the Basic Lease is for any reason cancelled or terminated prior to the expiration of the term of this Sublease.

5. *Signs.*

Tenant may install signs on the Demised Premises upon receipt of the prior written approval of American and, to the extent required by the Basic Lease and the Airport Agreement of October 16, 1967, between the City of Chicago and American (hereafter called the "Airport Agreement"), the City of Chicago.

6. *Maintenance*

American shall provide all necessary structural maintenance of the Demised Premises other than that required as a result of Tenant's negligence or improper use. American will also maintain the existing air conditioning, heating, electrical and water systems, except for minor repairs and daily maintenance.

Tenant shall provide all other maintenance of the Demised Premises, including, without limitation, janitor service, painting, replacement of interior and exterior broken glass, apron sweeping, relamping, non-structural repairs and all repairs necessitated by Tenant's negligence, overloading of the floors or aprons or other improper use of the Demised Premises. In addition, Tenant will provide all daily maintenance and any minor repairs required by the air conditioning, heating, electrical and water systems. The term "minor repairs", as used herein, shall mean any repair or replacement having a total parts cost of $25.00 or less.

7. *Taxes*

Tenant will pay all taxes or assessments on alterations, improvements or additions to the Demised Premises made by Tenant, or at Tenant's request, and all taxes or assessments on personal property owned, possessed or controlled by Tenant whether attached or unattached to the Demised Premises. Tenant shall also pay any possessory interest or other taxes attributable to the value of possession or use of the Demised Premises for the term granted under this Sublease.

8. *Utilities and Power*

Tenant will pay charges for utility services available to the Demised Premises in accordance with the schedule set forth in Exhibit C. As used herein, utility services shall include, but not be limited to, air conditioning, heating, electricity, water sewage disposal and gas.

9. *Alterations*

Tenant will make no alterations or additions to the Demised Premises without the prior written approval of American and, to the extent required by the Basic Lease and the Airport Agreement, the City of Chicago. At the time such approval is requested, Tenant shall furnish detailed plans and specifications for the proposed alterations or additions.

Upon termination of this Sublease, all alterations and additions, except for machinery, equipment and trade fixtures, shall become the property of American at its option and at no cost. Tenant, upon demand by American, will immediately remove from the Demised Premises any alterations or additions, including signs, placed thereon by Tenant during the term of this Sublease.

10. *American's Right of Entry*

American shall have the right to enter the Demised Premises to (i) perform its obligations hereunder, (ii) inspect, (iii) accompany prospective tenants and (iv) gain access to and egress from those portions of the premises not subleased to Tenant hereunder and to perform such functions as may be necessary or convenient to its occupancy thereof.

11. *Liability*

Tenant agrees to release American from liability for any claim by Tenant and to defend, indemnify and hold the City of Chicago and American, both of them, their respective directors, officers, agents and employees, harmless from and against any and all liabilities, judgments, costs, damages and expenses (including attorney's fees) which may accrue against, be charged to or recovered from American by reason or on account of damage to the property of the City of Chicago, or of American, or of any other person or persons, and/or for injury to or death of any person whomsoever, arising from Tenant's use and occupancy of or operations at the Demised Premises, except when caused by the sole negligence or willful misconduct of American, or its agents, officers, employees, contractors or subcontractors; provided, that American shall give Tenant prompt and timely notice of any claim made or suit instituted which, in any way, affects Tenant or its insurer, and Tenant or its insurer shall have the right to compromise and defend the same to the extent of its own interests. Any final judgment rendered against American for any cause for which Tenant is liable hereunder shall be conclusive against Tenant as to liability and amount.

12. *Insurance*

Tenant shall at its own cost and expense procure and maintain in full force and effect during the term of this Sublease policies of insurance of the types and in amounts reasonably required by American in light of the nature of Tenant operations with responsible insurance carriers duly qualified in Illinois, covering the operations of Tenant pursuant to this Sublease, including the use or occupancy of the Demised Premises or any part of the Premises demised to American by the City of Chicago. In the event American should at any time during the term of this Sublease consider that changes should be made in the amounts and/or coverages, Tenant will accede to any such reasonable requests.

American shall be named as an insured in such policies which shall contain standard cross liability clauses. Tenant shall cause the liability assumed under this Agreement, to be specifically insured under the contractual liability section of the Liability Insurance Policies. Such policies shall require that American be given not less than thirty (30) days' prior written notice of any cancellation thereof or material change therein.

Tenant will provide American with Certificates of Insurance, evidencing all of the above coverages, including all special requirements specifically noted, prior to commencement of the services under this Agreement and further, shall provide American with Certificates of Insurance evidencing renewal or substitution of such insurance thirty (30) days prior to the effective date of such renewal or substitution.

13. *Statutes and Ordinances*

Tenant will comply with all federal, state, county and municipal statutes and ordinances and with all governmental rules, regulations, orders and directives applicable to the Demised Premises or to Tenant's use or occupancy thereof and perform, at its own expense, all obligations imposed thereby.

14. *Quiet Enjoyment*

American covenants that it has full right to make this Sublease, and that Tenant shall have quiet and peaceful possession of the Demised Premises during the term hereof.

15. *Subletting or Assignment*

Tenant shall not sublet the Demised Premises or assign this Sublease without the prior written approval of American and the City of Chicago.

16. *Liens*

Tenant shall not permit the placement of any lien on the Demised Premises.

17. *Destruction of the Premises*

If the Demised Premises shall be destroyed or so damaged as to become wholly or substantially untenantable by reason of fire or other casualty, American may elect to terminate this Sublease as of the date of destruction or damage, or repair the Demised Premises and equitably abate the rent payable hereunder until the Demised Premises are fully repaired. Within thirty (30) days after such destruction or damage, American shall notify Tenant in writing of its decision.

18. *Remedies for Default*

If American defaults in the performance of any of its obligations hereunder, Tenant may terminate this Sublease upon thirty (30) days' prior written notice to American specifying the default. Such notice shall be ineffective and deemed rescinded if American remedies or commences to remedy the default within thirty (30) days following receipt thereof.

If Tenant defaults in the performance of any of its obligations hereunder, American may provide Tenant a written notice specifying the default. If Tenant fails to remedy or commence to remedy such default within thirty (30) days after receipt of such notice, or if such notice relates to the payment of money, Tenant fails to pay the amount set forth in such notice within ten (10) days after receipt thereof, American may (i) enter and occupy the Demised Premises and remove all persons therefrom, either by suitable action or proceedings at law, by force, or otherwise, or (ii) perform Tenant's obligations in which event Tenant agrees to reimburse American therefor, or (iii) give Tenant at least one (1) day's advance written notice of American's election to end the term of this Sublease in which event the term of this Sublease shall expire on the day specified in such notice. In case of any such default resulting in reentry under (i) of this Section or expiration as set forth in (iii) of this Section; (a) the rent and additional rent shall become due thereupon and be paid up to the date of such reentry or expiration together with such expenses as American may incur for legal expenses, attorney's fees, brokerage and/or putting the Demised Premises in good order or for preparing the same for rerental; (b) American may relet the Demised Premises or any part or parts thereof, for a term or terms which may be less or exceed the period which would have constituted the balance of Tenant's term and may grant concessions or free rent; and (c) Tenant shall pay American as liquidated damages for its default any deficiency between the rent which it agreed to pay and the net amount, if any, of the rents collected on account of the lease or leases of the Demised Premises for the period which would have constituted the balance of Tenant's term in the absence of its default. American shall not be obligated to relet the Demised Premises after default and Tenant shall be liable to American for the entire rent for the remainder of the period which would have constituted the remaining term in the absence of default to the extent that the Demised Premises, or any part of them, are not relet. Mention in this Sublease of any particular remedy, shall not preclude American from any other remedy either in law or in equity.

19. *Surrender of Premises*

At the expiration or earlier cancellation or termination of this Sublease, Tenant shall surrender the Demised Premises and all alterations or additions thereto to American in good condition, reasonable wear and tear excepted. To the extent requested by American, Tenant shall remove all alterations and additions to the Demised Premises and return the latter to the same condition as existing prior to the commencement of the term of this Sublease, reasonable wear and tear excepted.

20. *Subordination of Sublease*

This Sublease shall in all respects be subordinate to the applicable provisions of the Basic Lease and the Airport Agreement and no provision hereof shall be construed as granting rights or privileges which are not granted to American in the Basic Lease or Airport Agreement. Tenant acknowledges receipt of a copy of the Basic Lease and covenants and agrees to comply with all provisions of such Basic Lease and to assume all obligations under such Basic Lease as are applicable to its possession of the Demised Premises.

21. *Additional Rent*

All payments for which Tenant is obligated pursuant to this Sublease shall at American's election be treated as additional rent and, in the event of non-payment, American shall have all the rights and remedies herein provided for in the case of default by Tenant.

22. *Condition of Premises*

Tenant acknowledges, and its entrance into occupancy shall be deemed conclusive evidence, that no condition exists which American is obligated to correct or repair and that the Demised Premises are sublet to Tenant in "as is" condition.

23. *Notices and Payments*

All notices to American shall be mailed to Vice President, Properties and Facilities, American Airlines, Inc., 633 Third Avenue, New York, New York 10017, or such other address as American may designate. All notices to Tenant shall be mailed to Dobbs House, Division of Squibb-Beechnut, Inc., Box 17009, Memphis, Tennessee, 38117, Attention: G. Hunt, Treasurer, or such other address as Tenant may designate.

All payments to American shall be mailed to Treasurer, American Airlines, Inc., 633 Third Avenue, New York, New York 10017, or such other address as American may designate.

24. *Approval of the City of Chicago*

This Sublease shall not become effective unless approved in writing by the City of Chicago.

25. This Agreement shall constitute the entire agreement between the parties and shall supersede and cancel all other prior agreements concerning the Demised Premises whether written or oral. No subsequent agreement concerning the Demised Premises shall be valid unless in writing and signed by the authorized representative of the party to be charged.

26. *Additional Provisions*

The additional provisions, if any, attached hereto under such heading are incorporated herein and are made a part hereof.

In Witness Whereof, the parties hereto have signed this Sublease as of the day and year first above written.

[Signature forms and acknowledgment omitted]

Additional Provisions

*Consent*—Wherever the consent or approval of either party is required throughout this Sublease, the parties hereto agree that such consent or approval will not be unreasonably withheld.

*Operating Standards*—Tenant will observe and comply with a reasonable schedule of safety, housekeeping and general operating standards and procedures which schedule will be issued and periodically reviewed by American.

*Right of First Refusal*—Tenant shall have the right of first refusal of the demised premises for an additional period of up to four (4) years. Such right must be exercised during the period November 1, 1970, through December 31, 1970, and, if so exercised, renegotiation of the terms and conditions of this Sublease will proceed promptly thereafter.

Exhibit C—Utilities and Power

Rental set forth in Section 3, above, does not include any liability for American to supply, solely at its own cost, any utilities or power.

Tenant shall be liable for its prorata share of all power and utility bills, such proration to take into consideration Tenant's installed capacity, overall usage and activity within demised premises. Such proration will be made by local American management after conferring with Tenant.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Flight Safety, Inc.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Aviation and the Corporation Counsel are authorized to approve in behalf of the City of Chicago a sublease between the American Airlines, Inc. and Flight Safety, Inc., for premises at Chicago-Midway Airport, said sublease to be in the following form:

Sublease made this ................. day of ................., 196...., between American Airlines, Inc., a Delaware corporation (hereafter called "American") and Flight Safety, Inc., Marine Air Terminal, Flushing, New York (hereafter called "Tenant").

WITNESSETH:

Whereas, American leases certain premises at Chicago Municipal Airport (Midway) from the City of Chicago, Illinois, under a "Hangar Site Agreement" dated May 14, 1969, (hereafter called the "Basic Lease"); and

Whereas, American is willing to sublet and Tenant is willing to hire certain portions of the premises described in the Basic Lease;

Now, Therefore, the parties agree:

1. *Premises*

American hereby sublets and Tenant hereby hires and takes from American that space described as being various office rooms on the second floor of the hangar facility located at 5245 W. 55th Street, Chicago, Illinois, which office space totals 1,860 square feet and which space is more specifically delineated by red outlined on the attached Exhibit A, which exhibit is made a part hereof. The premises herein demised shall be hereafter called the "Demised Premises".

In addition, Tenant employees, invitees, licensees and subtenants shall have the right to park their personal vehicles in the automotive parking areas specifically assigned to Tenant by American.

2. *Use*

Tenant may use the Demised Premises for all lawful activities reasonably and customarily related to the conduct of its business as a flight safety school.

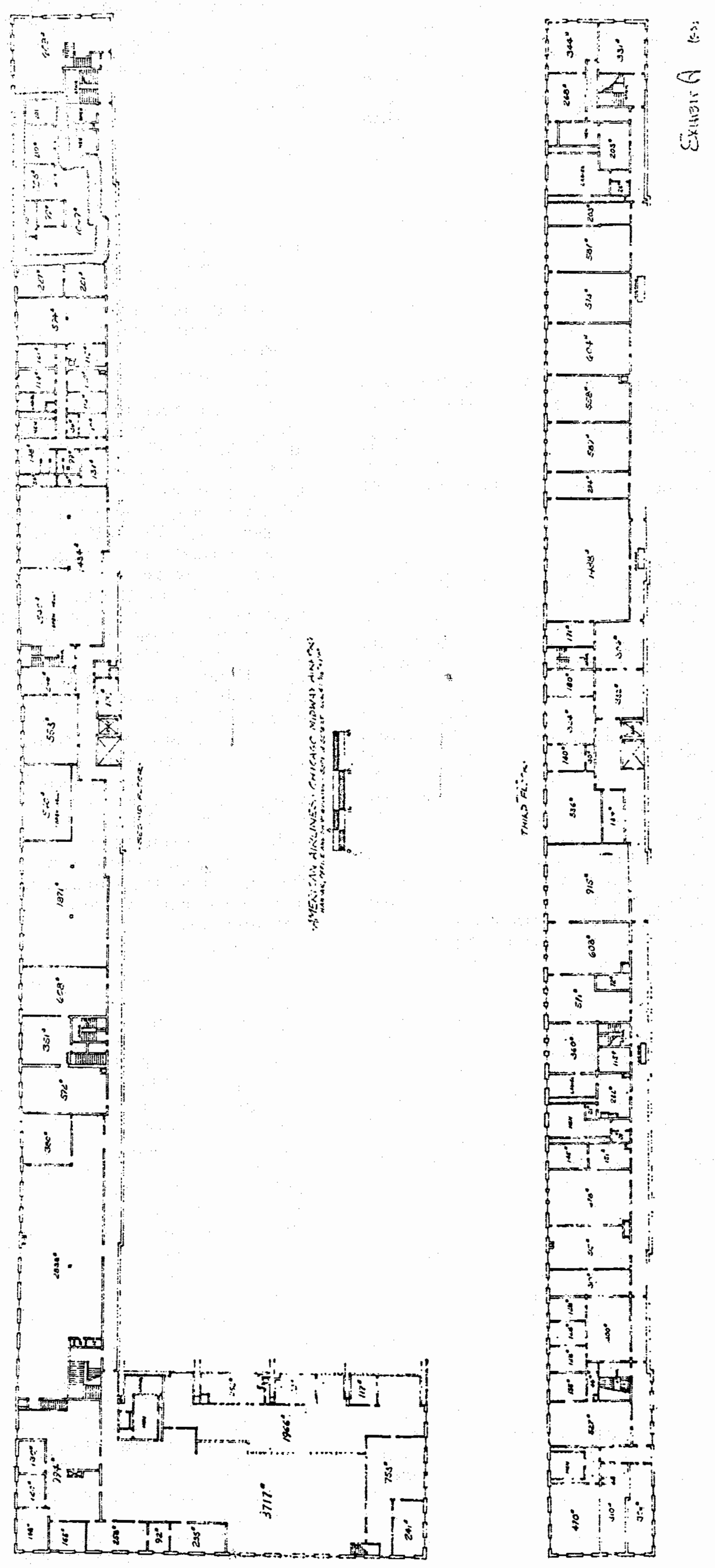
3. *Rent*

Tenant will pay American rent at an annual rate of Six Thousand Forty-five and 00/100 Dollars ($6,045.00) in equal monthly installments in advance on the first day of each month during the term, without any set-off or deduction whatsoever.

4. *Term*

The term of this Sublease shall commence on January 1, 1970 and expire on June 30, 1972, or upon the earlier cancellation or termination of the

(Continued on page 7894)


AMERICAN AIRLINES, CHICAGO MIDWAY AIRPORT
SECOND FLOOR
THIRD FLOOR
EXHIBIT A (2)

(Continued from page 7892)

Basic Lease. The term of this Sublease shall automatically expire in the event of Tenant availing itself of voluntary bankruptcy or insolvency proceedings or if such proceedings, when involuntary, are not terminated successfully by Tenant within thirty (30) days of their commencement. Such bankruptcy or insolvency shall be considered to be a default in the performance of Tenant's obligations under this Sublease and American shall have the benefit of all remedies provided under Section 18.

American shall have no liability or obligation to Tenant in the event the Basic Lease is for any reason cancelled or terminated prior to the expiration of the term of this Sublease.

5. *Signs*

Tenant may install signs on the Demised Premises upon receipt of the prior written approval of American and, to the extent required by the Basic Lease and the Airport Agreement of October 16, 1967, between the City of Chicago and American (hereafter called the "Airport Agreement"), the City of Chicago.

6. *Maintenance*

American shall provide all necessary structural maintenance of the Demised Premises other than that required as a result of Tenant's negligence or improper use. American will also maintain the existing air conditioning, heating, electrical and water systems, except for minor repairs and daily maintenance.

Tenant shall provide all other maintenance of the Demised Premises, including, without limitation, janitor service, painting, replacement of interior and exterior broken glass, apron sweeping, relamping, non-structural repairs and all repairs necessitated by Tenant's negligence, overloading of the floors or aprons or other improper use of the Demised Premises. In addition, Tenant will provide all daily maintenance and any minor repairs required by the air conditioning, heating, electrical and water systems. The term "minor repairs", as used herein, shall mean any repair or replacement having a total parts cost of $25.00 or less.

7. *Taxes*

Tenant will pay all taxes or assessments on alterations, improvements or additions to the Demised Premises made by Tenant, or at Tenant's request, and all taxes or assessments on personal property owned, possessed or controlled by Tenant whether attached or unattached to the Demised Premises. Tenant shall also pay any possessory interest or other taxes attributable to the value of possession or use of the Demised Premises for the term granted under this Sublease.

8. *Utilities and Power*

Tenant will pay charges for utility services available to the Demised Premises in accordance with the schedule set forth in Exhibit C. As used herein, utility services shall include, but not be limited to, air conditioning, heating, electricity, water, sewage disposal and gas.

9. *Alterations*

Tenant will make no alterations or additions to the Demised Premises without the prior written approval of American and, to the extent required by the Basic Lease and the Airport Agreement, the City of Chicago. At the time such approval is requested, Tenant shall furnish detailed plans and specifications for the proposed alterations or additions.

Upon termination of this Sublease, all alterations and additions, except for machinery, equipment and trade fixtures, shall become the property of American at its option and at no cost. Tenant, upon demand by American, will immediately remove from the Demised Premises any alterations or additions, including signs, placed thereon by Tenant during the term of this Sublease.

10. *American's Right of Entry*

American shall have the right to enter the Demised Premises to (i) perform its obligations hereunder, (ii) inspect, (iii) accompany prospective tenants and (iv) gain access to and egress from those portions of the premises not subleased to Tenant hereunder and to perform such functions as may be necessary or convenient to its occupancy thereof.

11. *Liability*

Tenant agrees to release American from liability for any claim by Tenant and to defend, indemnify and hold the City of Chicago and American, both of them, their respective directors, officers, agents and employees, harmless from and against any and all liabilities, judgments, costs, damages and expenses (including attorney's fees) which may accrue against, be charged to or recovered from American by reason or on account of damage to the property of the City of Chicago, or of American, or of any other person or persons, and/or for injury to or death of any person whomsoever, arising from Tenant's use and occupancy of or operations at the Demised Premises, except when caused by the sole negligence or willful misconduct of American, or its agents, officers, employees, contractors or subcontractors; provided, that American shall give Tenant prompt and timely notice of any claim made or suit instituted which, in any way, affects Tenant or its insurer, and Tenant or its insurer shall have the right to compromise and defend the same to the extent of its own interests. Any final judgment rendered against American for any cause for which Tenant is liable hereunder shall be conclusive against Tenant as to liability and amount.

12. *Insurance*

Tenant shall at its own cost and expense procure and maintain in full force and effect during the term of this Sublease policies of insurance of the types and in amounts reasonably required by American in light of the nature of Tenant operations with responsible insurance carriers duly qualified in Illinois, covering the operations of Tenant pursuant to this Sublease, including the use or occupancy of the Demised Premises or any part of the Premises demised to American by the City of Chicago. In the event American should at any time during the term of this Sublease consider that changes should be made in the amounts and/or coverages, Tenant will accede to any such reasonable requests.

American shall be named as an insured in such policies which shall contain standard cross liability clauses. Tenant shall cause the liability assumed under this Agreement, to be specifically insured under the contractual liability section of the Liability Insurance Policies. Such policies shall require that American be given not less than thirty (30) days' prior written notice of any cancellation thereof or material change therein.

Tenant will provide American with Certificates of Insurance, evidencing all of the above coverages, including all special requirements specifically noted, prior to commencement of the services under this Agreement and further, shall provide American with Certificates of Insurance evidencing renewal or substitution of such insurance thirty (30) days prior to the effective date of such renewal or substitution.

13. *Statutes and Ordinances*

Tenant will comply with all federal, state, county and municipal statutes and ordinances and with all governmental rules, regulations, orders and directives applicable to the Demised Premises or to Tenant's use or occupancy thereof and perform, at its own expense, all obligations imposed thereby.

14. *Quiet Enjoyment*

American covenants that it has full right to make this Sublease, and that Tenant shall have quiet and peaceful possession of the Demised Premises during the term hereof.

15. *Subletting or Assignment*

Tenant shall not sublet the Demised Premises or assign this Sublease without the prior written approval of American and the City of Chicago.

16. *Liens*

Tenant shall not permit the placement of any lien on the Demised Premises.

17. *Destruction of the Premises*

If the Demised Premises shall be destroyed or so damaged as to become wholly or substantially untenantable by reason of fire or other casualty, American may elect to terminate this Sublease as of the date of destruction or damage, or repair the Demised Premises and equitably abate the rent payable hereunder until the Demised Premises are fully repaired. Within thirty (30) days after such destruction or damage, American shall notify Tenant in writing of its decision.

18. *Remedies for Default*

If American defaults in the performance of any of its obligations hereunder, Tenant may terminate this Sublease upon thirty (30) days' prior written notice to American specifying the default. Such notice shall be ineffective and deemed rescinded if American remedies or commences to remedy the default within thirty (30) days following receipt thereof.

If Tenant defaults in the performance of any of its obligations hereunder, American may provide Tenant a written notice specifying the default. If Tenant fails to remedy or commence to remedy such default within thirty (30) days after receipt of such notice, or if such notice relates to the payment of money, Tenant fails to pay the amount set forth in such notice within ten (10) days after receipt thereof, American may (i) enter and occupy the Demised Premises and remove all persons therefrom, either by suitable action or proceedings at law, by force, or otherwise, or (ii) perform Tenant's obligations in which event Tenant agrees to reimburse American therefor, or (iii) give Tenant at least one (1) day's advance written notice of American's election to end the term of this Sublease shall expire on the day specified in such notice. In the case of any such default resulting in reentry under (i) of this Section or expiration as set forth in (iii) of this Section; (a) the rent and additional rent shall become due thereupon and be paid up to the date of such reentry or expiration together with such expenses as American may incur for legal expenses, attorney's fees, brokerage and/or putting the Demised Premises in good order or for preparing the same for rerental; (b) American may relet the Demised Premises or any part or parts thereof, for a term or terms which may be less or exceed the period which would have constituted the balance of Tenant's term and may grant concessions or free rent; and (c) Tenant shall pay American as liquidated damages for its default any deficiency between the rent which it agreed to pay and the net amount, if any, of the rents collected on account of the lease or leases of the Demised Premises for the period which would have constituted the balance of Tenant's term in the absence of its default. American shall not be obligated to relet the Demised Premises after default and Tenant shall be liable to American for the entire rent for the remainder of the period which would have constituted the remaining term in the absence of default to the extent that the Demised Premises, or any part of them, are not relet. Mention in this Sublease of any particular remedy, shall not preclude American from any other remedy either in law or in equity.

19. *Surrender of Premises*

At the expiration or earlier cancellation or termination of this Sublease, Tenant shall surrender the Demised Premises and all alterations or additions thereto to American in good condition, reasonable wear and tear excepted. To the extent requested by American, Tenant shall remove all alterations and additions to the Demised Premises and return the latter to the same condition as existing prior to the commencement of the term of this Sublease, reasonable wear and tear excepted.

20. *Subordination of Sublease*

This Sublease shall in all respects be subordinate to the applicable provisions of the Basic Lease and the Airport Agreement and no provision hereof shall be construed as granting rights or privileges which are not granted to American in the Basic Lease or Airport Agreement. Tenant acknowledges receipt of a copy of the Basic Lease and covenants and agrees to comply with all provisions of such Basic Lease and to assume all obligations under such Basic Lease as are applicable to its possession of the Demised Premises.

21. *Additional Rent*

All payments for which Tenant is obligated pursuant to this Sublease shall at American's election be treated as additional rent and, in the event of non-payment, American shall have all the rights and remedies herein provided for in the case of default by Tenant.

22. *Condition of Premises*

Tenant acknowledges, and its entrance into occupancy shall be deemed conclusive evidence, that no condition exists which American is obliged to correct or repaid and that the Demised Premises are sublet to Tenant in "as is" condition.

23. *Notices and Payments*

All notices to American shall be mailed to Vice President, Properties and Facilities, American Airlines, Inc., 633 Third Avenue, New York, New York 10017, or such other address as American may designate. All notices to Tenant shall be mailed to B. N. Whitman, Executive Vice President, Flight Safety, Inc., Marine Air Terminal, Flushing, New York, or such other address as Tenant may designate.

All payments to American shall be mailed to Treasurer, American Airlines, Inc., 633 Third Avenue, New York, New York 10017, or such other address as American may designate.

24. *Approval of the City of Chicago*

This Sublease shall not become effective unless approved in writing by the City of Chicago.

25. This Agreement shall constitute the entire agreement between the parties and shall supersede and cancel all other prior agreements concerning the Demised Premises whether written or oral. No subsequent agreement concerning the Demised Premises shall be valid unless in writing and signed by the authorized representative of the party to be charged.

26. *Additional Provisions*

The additional provisions, if any, attached hereto under such heading are incorporated herein and are made a part hereof.

In Witness Whereof, the parties hereto have signed this Sublease as of the day and year first above written.

[Signature forms and acknowledgment omitted]

Additional Provisions

*Cancellation* — Either party shall have the right to cancel this Sublease upon 180 days' written notice to the other party. However, no such notice is to be given during the first year of the term of this Sublease.

*Consent* — Wherever the consent or approval of either party is required throughout this Sublease, the parties hereto agree that such consent or approval will not be unreasonably withheld.

*Operating Standards* — Tenant will observe and comply with a reasonable schedule of safety, housekeeping and general operating standards and procedures which schedule will be issued and periodically reviewed by American.

Exhibit C—Utilities and Power

Rental set forth in Section 3, above, does not include any liability for American to supply, solely at its own cost, any utilities or power.

Tenant shall be liable for the prorata share of all power and utility bills, such proration to take into consideration Tenant's installed capacity, overall usage and activity within demised premises. Such proration will be made by local American management after conferring with Tenant.

SECTION 2. This ordinance shall be in force and effect from and after after its passage.

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## Execution of Lease Agreement Authorized with Nine-Ten Corp. for Hangar Space, Etc. at Chicago Midway Airport and Repeal of Previous Ordinance.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, to authorize execution of lease agreement with Nine-Ten Corporation at Chicago Midway Airport for hangar space, etc. and for repeal of previous ordinance.

**On motion of Alderman Keane the said proposed ordinance was *Passed*, by yeas and nays as follows:**

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Marzullo, Zydlo, Jambrone, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—42.

*Nays*—None.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the ordinance heretofore passed on July 11, 1968 (C.J.P. pp. 3300-3304), granting authority for execution of agreement with Nine-Ten Corporation, for construction of a hangar building, etc., at Chicago Midway Airport, be and the same is hereby repealed.

SECTION 2. That the Mayor, subject to attestation by the City Clerk, approval of the City Comptroller and Commissioner of Aviation, and by the Corporation Counsel as to form and legality, is authorized to execute on behalf of the City of Chicago an Agreement with Nine-Ten Corporation for certain therein to be described premises at Chicago Midway Airport, said Agreement to be in the following form:

### LEASE OF HANGAR FACILITIES

This Lease, made and entered into as of this ................ day of .................., by and between the City of Chicago, a municipal corporation of the State of Illinois (hereinafter referred to as "City") and Nine-Ten Corporation, a corporation organized and existing under and by virtue of the laws of the State of Delaware (hereinafter referred to as "Nine-Ten");

WITNESSETH:

Whereas, City operates the airport known as Chicago Midway Airport (a plat of said airport being attached as Exhibit A), situated in the County of Cook, State of Illinois (hereinafter referred to as the "Airport"), with the power to lease premises and facilities and to grant rights and privileges with respect thereto, all as hereinafter provided; and

Whereas, Nine-Ten desires to lease hangar facilities at the Airport and to obtain certain rights and privileges with respect thereto, all as hereinafter provided; and

Whereas, City is willing to lease such space and to grant rights and privileges with respect thereto to Nine-Ten upon the terms and conditions hereinafter provided;

Now, Therefore, for and in consideration of the premises (which are incorporated into the body of this lease as fully as if they were set forth therein) and of the mutual covenants and agreements herein contained, and other valuable considerations, the parties hereto covenant and agree as follows:

ARTICLE I

*Section 1.01—Lease of Premises.* City does hereby lease to Nine-Ten, and Nine-Ten does hereby lease from City a parcel of land legally described as follows to wit:

> The East 267.00 feet of the West 302.00 feet of the South 250.00 feet of that part of the West ½ of Section 16, Township 38 North, Range 13 East of the Third Principal Meridian, lying North of a line drawn perpendicularly to the West line of said West ½ through a point on said West line 2546.80 feet North of the Southwest corner of said West ½, all in Cook County, Illinois, containing an area of 66,750 sq. ft.

(hereinafter referred to as the "Demised Premises") located at the Airport and shown as outlined on Exhibit B attached hereto, together with the facilities, rights and privileges hereinafter described, subject only to a reservation of easement rights for the maintenance and replacement, if necessary, of such public utilities as may traverse the demised premises.

*Section 1.02—Use of Premises.* The demised premises may be utilized by Nine-Ten, and its affiliated companies for storing, repairing, maintaining and servicing aircraft belonging to, leased to or under the control of Nine-Ten, its affiliated companies and its business invitees, provided that the foregoing shall not be construed as authorizing Nine-Ten or its affiliates to conduct a business as a fixed base operator and that such of the foregoing uses as related to Nine-Ten business invitees shall be performed only as an accommodation and may be subject to such reasonable recommendations as may from time to time be made by the Commissioner of Aviation of the City, (hereinafter called "Commissioner"). Nine-Ten and its affiliated companies may service aircraft owned by, leased to or under control of Nine-Ten and its affiliates with fuel, provided that all laws and airport regulations dealing with use and operation of servicing tanks and trucks are complied with, and further provided that additional payment therefor is made in accordance with Article IV of this Lease.

*Section 1.03—Ingress and Egress.* Subject to rules and regulations promulgated by City, Nine-Ten and its affiliated companies shall have the right and privilege over the Airport of ingress to and egress from the demised premises.

### ARTICLE II

*Section 2.01—Subordination.* This Lease shall be subject and subordinate to:

(a) Any existing or future Federal or State Statute or any existing or future lease or agreement between City and the United States or the State of Illinois relative to the development, construction, operation, or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal or State funds for the development, construction, operation or maintenance of said Airport.

(b) The provisions of a lease authorized December 30, 1930, as amended, by and between the City of Chicago and the Board of Education of the City of Chicago, under which lease the City of Chicago holds and operates said Airport.

(c) Other existing agreements and leases between City and the United States and any and all future releases, deeds, leases and agreements hereafter granted or entered into by and between the United States and the City of Chicago with reference to the conveyance by the United States to the City of Chicago of any real or personal property under any existing or future Federal statutes authorizing the conveyance of such property by the Federal Government to the City for airport purposes.

(d) Any lease or agreement which City has or may hereafter have with others for the operation of restaurant facilities at the Airport.

*Section 2.02—Reservation of Rights.* City expressly reserves the right to further develop or improve the landing area, the Terminal Buildings and other buildings and appurtenances on the Airport as it so sees fit, regardless of the desires or views of Nine-Ten and without interference or hindrance.

*Section 2.03—Equal Opportunity.* Nine-Ten agrees that in performing under this agreement it shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, age, or national origin, nor otherwise commit an unfair employment practice. Nine-Ten will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Nine-Ten agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause. Nine-Ten further agrees that this article will be incorporated by Nine-Ten in all contracts entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this agreement.

Attention is called to Executive Order 11246 issued September 24, 1965, 3 CFR p. 567, 1966; The Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241 et sub.; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 1967, CH. 38, Secs. 13-1 to 13-4 inclusive; July 8, 1933, Ill. Rev. Stat. 1967, CH. 29, Secs. 17 to 24 inclusive; July 21, 1961, Ill. Rev. Stat. 1967, CH. 48, Secs. 851 to 866 inclusive, and July 26, 1967, Ill. Rev. Stat. 1967, CH. 48, Secs. 881 to 887 inclusive; to an ordinance passed by the City Council of the City of Chicago, August 21, 1945, page 3877 of the Journal of the Proceedings, and to the provisions of 41 CFR Chapter 60.

To demonstrate compliance Nine-Ten and his contractors and subcontractors will furnish such reports and information as requested by the Chicago Commission on Human relations.

*Section 2.04—Indemnity.* Nine-Ten covenants and agrees to keep said premises and improvements situated thereat free and clear of any and all liens in any way arising out of the use thereof by Nine-Ten.

Nine-Ten shall assume all risks incident to or in connection with its business to be conducted hereunder and shall be solely responsible for all accidents or injuries of whatever nature or kind to persons or property caused by its operations at said Airport and shall indemnify, defend and save harmless the City, its authorized agents and representatives, from any penalties for violation of any law, ordinance or regulation affecting its operations, and from any and all claims, suits, losses, damages or injuries to persons or property of whatsoever kind or nature arising directly or indirectly out of the operation of such business, or resulting from the carelessness, negligence or improper conduct of the City, Nine-Ten, or any of their agents or employees.

City shall not be liable to Nine-Ten for damage to property of Nine-Ten or any loss of revenues to Nine-Ten resulting from City's acts, omission or neglect in the maintenance and operation of the Airport facilities.

### ARTICLE III

The term of this Lease shall be for a period commencing on the date hereof and terminating on December 31, 1979.

### ARTICLE IV

Nine-Ten shall, on or before the first day of each calendar month during the term hereof, pay to City, at the office of the Comptroller of the City of Chicago, (hereinafter referred to as "Comptroller"), a monthly rental of Six Hundred Sixty-seven and 50/100 Dollars ($667.50), predicated on a rate of Twelve Cents ($0.12) per square foot per annum.

It is understood that the foregoing rental may, at the sole determination of the Comptroller, be modified in direct proportion to the revision in rental payments due the Board of Education as may be determined in accordance with amendment passed by the City Council December 3, 1964 (C.J.P. pps. 3458-3459), to the lease between the City of Chicago and the Board of Education, whereunder city operates Chicago Midway Airport.

Notwithstanding the foregoing, if any rental commences otherwise than as of the first day of any month or terminates prior to the last day of any month, rental for such month shall be determined on a prorata basis according to the number of days of such month involved, and any required payment or refund for such month shall be made as promptly as practicable.

When Nine-Ten or its affiliated companies service aircraft owned by, leased to or under control of Nine-Ten or its affiliated companies with fuel, Nine-Ten shall pay to City as additional rental, Three Cents ($0.03) per gallon for every gallon of aviation fuel serviced. Payment is to be made, at the office of the Comptroller, on or before the fifteenth (15th) day of the following month, accompanied by a statement (original to Comptroller with copy to Commissioner) identifying the supplier and listing the number of gallons of aviation fuel serviced daily and in total during the preceding month. Negative statements are to be submitted in duplicate monthly when no aviation fuel is serviced.

Nine-Ten shall pay, in addition to the rents above specified, all water rates, taxes and assessments, general and special, lawfully levied or assessed upon the demised premises, or any part thereof, or upon any buildings or improvements at any time situated thereon, or lawfully levied or assessed upon the leasehold interest created hereby, during the term of this lease.

### ARTICLE V.

*Section 5.01—Construction, Maintenance and Repair by Nine-Ten.* Nine-Ten shall construct or install on the demised premises, at its own expense, any buildings, improvements (including pavements), facilities and equipment, and any additions thereto, reasonably necessary or convenient in connection with any use, permitted under the provisions of this Lease, by Nine-Ten and its affiliated companies of the demised premises. All such construction or installation shall be made after obtaining any requisite building or construction licenses or permits. Plans and specifications of any such proposed construction or installation (including any substantial alteration or addition thereto) shall be submitted to and receive the approval of the Commissioner of Aviation and Commissioner of Public Works prior to the commencement of construction or installation.

Nine-Ten shall keep and maintain all buildings, improvements and facilities and additions thereto constructed or installed by it on the demised premises in good condition and repair, reasonable wear and tear excepted. No restrictions shall be placed on Nine-Ten as to the architects, builders or contractors who may be employed by it in connection with any construction, installation, alteration, repair or maintenance of any such buildings, improvements, facilities and additions.

Notwithstanding the foregoing, Nine-Ten shall keep the demised premises and all construction and installation made thereon by Nine-Ten in a sanitary and sightly condition, and shall comply with all health and safety requirements applicable thereto.

*Section 5.02—Lighting.* Nine-Ten shall illuminate the apron in front of each hangar building on the demised premises with flood lights and shall place and maintain at all times red obstruction lights on the highest point and on each corner of each building on the demised premises and on the highest point of each smoke stack, pole, aerial and antenna on the demised premises. Obstruction light fixtures shall be installed and operated in accordance with Federal Aviation Administration standards and regulations, as provided in Federal Aviation Administration publication entitled "Obstruction Marking and Lighting", dated September, 1962, and as may be hereafter revised and amended.

*Section 5.03—Performance by City upon Failure of Nine-Ten to Maintain.* In the event Nine-Ten fails to perform for a period of thirty (30) days after notice from City so to do, any obligation required by this Article V to be performed by Nine-Ten, City may enter the premises involved (without such entering causing or constituting a termination of this Lease or an interference with the possession of said premises by Nine-Ten) and do all things necessary to perform such obligation, charging to Nine-Ten the cost and expense thereof and Nine-Ten agrees to pay City such charge in addition to any other amounts payable by Nine-Ten hereunder; provided, however, that if Nine-Ten's failure to perform any such obligation endangers the safety of the public or of employees of City, and City so states in its notice to Nine-Ten, City may perform such obligation of Nine-Ten at any time after the giving of such notice and charge to Nine-Ten, and Nine-Ten shall pay, as aforesaid, the cost and expense of such performance.

*Section 5.04—Access by City.* Nine-Ten shall allow City, its officers, agents or employees, free access to the demised premises for the purpose of examining the same to ascertain if Nine-Ten is performing its obligations hereunder with respect thereto.

*Section 5.05—Quiet Enjoyment.* City agrees that Nine-Ten, performing its obligations hereunder, shall be entitled to and shall have the quiet possession and enjoyment of the premises, rights and privileges leased to it hereunder, subject, however, to the provisions hereof.

*Section 5.06—Notice.* It is understood and agreed that prior to commencement of construction, the plans therefor shall be submitted to the Federal Aviation Administration, pursuant to Title 14 CFR Part 77. Evidence of such submission and action thereon shall be attached hereto.

### ARTICLE VI

Nine-Ten shall not, without prior approval of the City Council and the Commissioner of Aviation, assign, sublease, or transfer this lease, nor any share, part or interest therein, nor any of the rights or privileges granted hereby, except to companies affiliated with Nine-Ten, nor enter into any contract requiring or permitting the doing of anything hereunder by an independent contractor unless otherwise expressly provided herein.

### ARTICLE VII

Nine-Ten shall not attach, affix, or permit to be attached or affixed, upon the premises, or if so attached or affixed, relocate, replace, alter or modify, without the consent in writing in each instance of the Commissioner first had and obtained, any flags, placards, signs, poles, wires, aerials, antennae, improvements or fixtures, in connection therewith Commissioner may require submission of proposed designs, floor plans, construction plans, specifications and contract documents therefor and if then approved may incorporate all or part thereof within this Lease as attachments thereto.

### ARTICLE VIII

Nine-Ten, at the expense of Nine-Ten, shall keep in force, during the term of this Lease, insurance issued by responsible insurance companies, in forms, kinds and amounts as determined and directed by the Comptroller for the protection of City and/or Nine-Ten. Insurance requirements hereunder shall be subject to the sole determination of the Comptroller.

Said insurance may include, but need not be limited to, insurance coverages commonly known as, or similar in kind to, Public Liability, Products Liability, Property Damage, Fire and Extended Coverage, Workmen's Compensation, Scaffolding Act, and such other insurance coverage as deemed required in the sole determination of the Comptroller. All policies or endorsements thereto shall in all cases where possible name City as co-insured thereunder.

Upon approval by said Comptroller of all insurance required, in the forms, kinds and amounts directed to be procured, Nine-Ten shall deliver all policy originals or duplicate originals and endorsements thereto to the Comptroller. In any event, Nine-Ten is not to commence to exercise any of the rights and privileges granted under this Lease until such time as all insurance directed and required to be furnished by Nine-Ten is in full force and effect.

Nine-Ten expressly understands and agrees that any insurance protection furnished by Nine-Ten hereunder shall in no way limit its responsibility to indemnify and save harmless City under the provisions of Article II of this Lease.

### ARTICLE IX

Nine-Ten, its officers, agents, employees, and any other persons over which Nine-Ten has control, shall comply with all lawful rules and regulations and amendments or supplements thereto governing or related to the use of the Airport or of the demised premises as may from time to time be promulgated by City in the interests of health, safety, sanitation and good order which are not inconsistent with applicable rules and regulations of any Federal, State or local governmental body having jurisdiction with respect thereto.

Nine-Ten shall at all times faithfully obey and comply with all lawful present and future laws and ordinances of Federal, State or local governmental bodies and rules and regulations lawfully promulgated thereunder, whether or not of the type enumerated, applicable to, or affecting Nine-Ten and its affiliated companies and its operations and activities in the demised premises or elsewhere at the Airport not inconsistent with the provisions of this Lease.

### ARTICLE X

This Lease shall not and will not, nor shall any copy thereof, or any statement, paper or affidavit, in any way or manner referring hereto, be filed in the office of the Recorder of Deeds of Cook or DuPage Counties, Illinois, or in any other public office, by Nine-Ten or any one acting for Nine-Ten and that if the same be so filed, this Lease and each and every provision hereof shall, at the option of City, be and become absolutely null and void and City may declare such filing a breach of this Lease.

### ARTICLE XI

In any of the following events, City, at any time hereafter, shall have the right at City's election immediately to terminate this Lease.

In the event Nine-Ten shall fail to pay the rent in the amounts and at the times and in the manner herein provided and such failure shall continue for fifteen (15) or more days after written notice thereof shall have been given to Nine-Ten.

In the event Nine-Ten or its affiliated companies shall fail to keep and perform or shall violate the terms, covenants and conditions of this Lease on its part to be kept and performed, and Nine-Ten shall not have cured or corrected such failure or violation within thirty (30) days after written notice thereof shall have been given to Nine-Ten.

If Nine-Ten shall make an assignment for the benefit of creditors, or shall file a petition in bankruptcy, or shall be adjudged a bankrupt, and such adjudication be not stayed or vacated within 90 days thereafter, or the interest of Nine-Ten under this Lease shall be levied upon and sold upon execution or shall by operation of law become vested in another person, firm or corporation because of the insolvency of Nine-Ten; or in the event that a Receiver or Trustee shall be appointed for Nine-Ten or the interest of Nine-Ten under this Lease, and such appointment has not been vacated within 90 days thereafter.

In the event Nine-Ten shall vacate or abandon said premises, or shall permit the same to remain vacant or unoccupied without the consent of City first had and obtained.

### ARTICLE XII

Upon the occurrence of any one or more of the events of default herein specified, Nine-Ten's right to possession of the demised premises shall terminate and Nine-Ten shall surrender possession thereof immediately. In such event Nine-Ten hereby grants to City full and free license to enter into and upon said premises, or any part thereof, to take possession thereof with or without process of law, and to expel and remove Nine-Ten or any other person who may be occupying the said premises, or any part thereof, and City may use such force in and about expelling and removing Nine-Ten and said other person as may reasonably be necessary; and City may repossess itself of the said premises as of its former estate, but said entry of said premises shall not constitute a trespass or forcible entry or detainer, nor shall it cause a forfeiture of rents due by virtue hereof, nor a waiver of any covenant, agreement or promise in said lease contained, to be performed by Nine-Ten. Nine-Ten shall make no claim of any kind against City, its agents and representatives by reason of such termination or any act incident thereto.

In addition to terminating this Lease, City may sue for and recover all damages and rent accrued or accruing under this Lease or arising out of any breach thereof.

City may, if it so elects, pursue any other remedies provided by law for the breach of this Lease or any of its term, covenants, conditions or stipulations. No right or remedy herein conferred upon or reserved to City or Nine-Ten is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter existing at law or at equity or by statute.

The acceptance of rent by City, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by Nine-Ten, or the giving or making of any notice or demand, whether according to any statutory provision or not, or any act or series of acts except an express waiver in writing, shall not be construed as a waiver of City's right to act or of any other right hereby given City, or as an election not to proceed under the provisions of this Lease.

The obligation of Nine-Ten to pay the rent reserved hereby during the balance of the term hereof shall not be deemed to be waived, released or terminated by the service of any five (5) day notice, other notice to collect, demand for possession, or notice that the tenancy hereby created will be terminated on the date therein named, the institution of any action of forcible detainer or ejectment of any judgment for possession that may be rendered in such action, or any other act or acts resulting in the termination of Nine-Ten's right to possession of the demised premises. City may collect and receive any rent due from Nine-Ten, and payment or receipt thereof shall not waive or affect any such notice, demand or suit, or in any manner whatsoever waive, affect, change, modify or alter any rights or remedies which City may have by virtue hereof.

### ARTICLE XIII

Upon termination of this Lease by lapse of time or otherwise as herein provided, Nine-Ten agrees to surrender the demised premises and the building and improvements situated thereon in good condition and repair without the receipt of any demand for rent, notice to quit or demand for possession whatsoever.

Nine-Ten shall be entitled during the term of this Lease and for fifteen (15) calendar days after termination thereof, to remove from the premises any and all trade fixtures, tools, machinery, equipment, materials, and supplies placed thereon by it pursuant to this Lease, subject, however, to any valid lien City may have thereon for unpaid rentals or other amounts payable by Nine-Ten to City, and provided that Nine-Ten shall have repaired all damage resulting from said removal.

Nine-Ten shall be deemed to have abandoned to City any of said equipment or property of Nine-Ten which it has failed to remove from said premises within the aforesaid fifteen (15) calendar days after the end of the period of this Lease or effective date of termination thereof, unless City shall grant in writing a further period for this purpose.

### ARTICLE XIV

In the event the City is prohibited from operating the airport for private and commercial use by any governmental order, rule, statute or other law, the rent provided for herein shall abate during such period of prohibition.

### ARTICLE XV

This Lease shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Illinois.

### ARTICLE XVI

Notices to City provided for herein shall be sent by registered or certified United States mail, postage prepaid, addressed to the Commissioner of Aviation of the City of Chicago, City Hall, Chicago, Illinois, 60602, and notices to Nine-Ten provided for herein shall be sent by registered or certified United States mail, postage prepaid, addressed to Nine-Ten Corporation ........................ .............................................. or in either case to such other respective parties and addresses as the parties hereto may designate in writing from time to time, and such notices shall be deemed to have been given when so sent.

### ARTICLE XVII

This Lease consisting of Articles numbered I to XVII inclusive and Exhibits lettered A & B constitute the entire Lease between the parties, and no warranties, inducements, considerations, promises or other inferences shall be implied or impressed upon such Lease that are not set forth herein at length.

Execution of this Lease authorized by ordinance of the City Council of the City of Chicago passed .................................. (C.J.P. pp. ......................), which date shall be the commencement date of the term hereof.

In Witness Whereof, the parties hereto have caused this instrument to be executed under their respective seals on the day and year first above written.

[Signature forms and Exhibits "A" and "B" omitted]

SECTION 3. This ordinance shall be in force and effect from and after its passage.

---

## Ordinance Amended to Extend Existing Lease for Control Tower at Chicago-O'Hare International Airport.

**The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:**

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Aviation and the City Comptroller, subject to attestation by the City Clerk and approval as to form and legality by the Corporation Counsel, are authorized to execute in behalf of the City of Chicago an amendment to agreement with the United States Government, covering Control Tower at Chicago-O'Hare International Airport, as passed by the City Council on January 17, 1963 (C.J.P. pp. 8918-8921), and amended under dates of March 6, 1963 (C.J.P. pp. 8999-9000), and September 19, 1966 (C.J.P. p. 7249), said amendment to be in the following form:

[Amendment printed on page 7901 of this Journal]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed*, by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Marzullo, Zydlo, Jambrone, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—42.

*Nays*—None.

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION – CENTRAL REGION

CONTRACT SUPPLEMENT

Supplement No. #3
To Contract No. FA-CE-2287
Dated 2/25/63
For O'Hare Tower
At Chicago, Illinois

Contract No. FA-CE-2287 is hereby amended. -- To extend the period under the existing Lease from 1 July 1970 through 30 June 1971.

The right of cancellation is reserved to either party upon the giving of 30-day's advance written notice.

All other terms and conditions of Contract No. FA-CE-2287 shall remain the same.

Supplement No. #3 shall become effective July, 1, 1970.

Executed this ____ day of ____ , 19 70.

**Approved:**

(Contractor) CITY OF CHICAGO, ILLINOIS

By ____

**By:** ____

**City Comptroller**

Title **Commissioner of Aviation**

**Approved as to form and legality:**

UNITED STATES OF AMERICA

By A. C. Weingartner
A. C. Weingartner

**By:** ____

**Assistant Corporation Counsel**

Title Realty Specialist

(If contractor is a corporation, the following certificate shall be executed by the Secretary or Assistant Secretary).

I, **John C. Marcin**, certify that I am the **City Clerk** of the **Municipal** Corporation named as the contractor in the above supplement; that **Wm. E. Downes, Jr. and Otto H. Loser**, who signed said supplement on behalf of the contractor, was then **Comm. of Aviation and City Comptroller** of said **Municipal** Corporation; that said supplement was duly signed for and in behalf of said **Municipal** Corporation by authority of its governing body, and is within the scope of its corporate powers.

____

(CORPORATE)
( SEAL )

### Ordinance Amended to Extend Existing Lease for Airway Facilities Sector at Chicago-O'Hare International Airport.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Aviation and the City Comptroller, subject to attestation by the City Clerk and approval as to form and legality of the Corporation Counsel, are authorized to execute in behalf of the City of Chicago an amendment to agreement with the United States Government, covering Airway Facilities Sector at Chicago-O'Hare International Airport, as passed by the City Council on January 10, 1964 (C.J.P. pp. 2109-2110), and amended under dates of June 26, 1968 (C.J.P. pp. 3145-3146), and June 23, 1969 (C.J.P. pp. 5635-5637), said amendment to be in the following form:

[Amendment printed on page 7903
of this Journal]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Marzullo, Zydlo, Jambrone, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—42.

*Nays*—None.

### Landing Fee Rates Increased for Certain Aircraft at Chicago-O'Hare International Airport.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Section 37-11 (a) of the Municipal Code of Chicago is amended to read as follows:

(a) For each landing at Chicago-O'Hare International Airport of an aircraft not operated by a scheduled airline, and not a non-commercial private aircraft, $.437 per thousand pounds approved maximum landing weight or fraction thereof, provided that the minimum charge for each such landing shall be............................$2.50.

SECTION 2. Section 37-11 (b) of the Municipal Code of Chicago is amended to read as follows:

(b) For each landing at Chicago-O'Hare International Airport of a non-commercial private aircraft, $.437 per thousand pounds approved maximum landing weight or fraction thereof, provided that the minimum charge for each such landing shall be....................................$2.50.

SECTION 3. This ordinance shall be force and effect beginning January 1, 1970.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Marzullo, Zydlo, Jambrone, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—42.

*Nays*—None.

### Ordinance Amended Designating Specified Banks as Depositories for City and School Funds.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the ordinance passed by the City Council of the City of Chicago on December 30, 1969, and appearing on Council Journal pages 7294-95, designating approved depositories for City and School Funds is hereby amended by adding the names of the following National and State banks which were omitted:

First National Bank of Chicago;
Hartford Plaza Bank;
Lawndale National Bank;
Mercantile National Bank;
Mid-America National Bank.

SECTION 2. This ordinance shall be effective from and after its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Marzullo, Zydlo, Jambrone, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—42.

*Nays*—None.

### City Comptroller Authorized to Execute Leases of Certain Properties for Municipal Purposes.

The Committee on Finance submitted a report recommending that the City Council pass seven proposed ordinances transmitted therewith, to authorize the City Comptroller to lease specified parcels of property for use of City Departments and Agencies.

On separate motions made by Alderman Keane *each* of the said proposed ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Marzullo, Zydlo,

(Continued on page 7904)

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION – CENTRAL REGION

## CONTRACT SUPPLEMENT

Supplement No. #3
To Contract No. FA64CE-2873
Dated 2/5/64
For Airway Facilities Sector
At Concourse "D", Chicago
O'Hare International
Airport

Contract No. FA64CE-2873 is hereby amended. -- To extend the period of the existing Lease from 1 July 1970 through 30 June 1971.

The right of cancellation of this agreement is reserved to either party upon the giving of 30-day's advance written notice.

All other terms and conditions of Contract No. FA64CE-2873 shall remain the same.

Supplement No. 3 shall become effective July 1, 1970.

Executed this _____ day of _____, 19 70.

(Contractor) CITY OF CHICAGO, ILLINOIS

**Approved:**

By _____

**By:** _____
**City Comptroller**

Title **Commissioner of Aviation**

**Approved as to form and legality:**

UNITED STATES OF AMERICA
By A. G. Weingartner
A. G. Weingartner

**By:** _____
**Assistant Corporation Counsel**

Title Realty Specialist

(If contractor is a corporation, the following certificate shall be executed by the Secretary or Assistant Secretary).

I, **John C. Marcin**, certify that I am the **City Clerk** of the **Municipal** corporation named as the contractor in the above supplement; that **Wm. E. Downes, Jr.** and **Otto H. Loser,** who signed said supplement on behalf of the contractor, was then **Comm. of Aviation** and **City Comptroller** of said **Municipal** corporation; that said supplement was duly signed for and in behalf of said **Municipal** corporation by authority of its governing body, and is within the scope of its corporate powers.

_____

(CORPORATE)
( SEAL )

(Continued from page 7902)

Jambrone, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—42.

*Nays*—None.

Said ordinances as passed read respectively as follows (the Italic heading in each case not being a part of the ordinance):

### *Dept. of Urban Renewal.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from Peter J. Vlahos and John P. Vlahos for approximately 3,600 square feet of space in buildings at Nos. 9-15 N. Cicero Avenue on the first floor for general office, Code Enforcement Program, Department of Urban Renewal, such lease to be approved by the Commissioner of the Department of Urban Renewal, and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on page 7905 of this Journal]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Committee on Utilities.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from 30 North La Salle Building, Draper and Kramer, Incorporated, Agents, for office space for Committee on Utilities, Suite No. 732, containing approximately 447 square feet, such lease to be approved by the Chairman of the Committee on Utilities, and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on page 7906 of this Journal]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Police Dept.—Model Cities Community Program (2nd District).*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from Sam Zeitlin and Ida Zeitlin (owners) for approximately 6,000 square feet for store front offices and training space, and administration functions for Police Department—Model Cities—Community Service Aide Project (No. 542 E. 47th St.) (2nd District), such lease to be approved by the Superintendent of Police, and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on page 7907 of this Journal]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Police Dept.—Model Cities Community Program (10th District).*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from 1308 Building, Agents for National Bank of Albany Park, Trust No. 11-1356, for approximately 3,000 square feet, 2nd floor, office space at No. 1308 S. Pulaski Road, for Police Department — Model Cities — Community Service Aide Program (10th District), such lease to be approved by the Superintendent of Police, and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on page 7908 of this Journal]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Police Dept.—Model Cities Community Program (11th District).*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from Howard Korer, Rita Korer, Gary Korer and Elaine Korer (owners), for approximately 12,000 square feet, 1st and 2nd floors at No. 2945 W. Harrison Street for Police Department —Model Cities—Community Service Aide Program (11th District), such lease to be approved by the Superintendent of Police, and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on page 7909 of this Journal]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Police Dept.—Model Cities Community Program (21st District).*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from G. D. Carter Realty Co. (Agents) for Chicago Title and Trust Co., Trust No. 36787, for approximately 2200 square feet, at Nos. 1038-40-42 E. 47th Street for Police Department—Model Cities —Community Service Aide Project (21st District), such lease to be approved by the Superintendent of Police, and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on page 7910 of this Journal]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Police Dept.—Model Cities Community Program (No. 1020 S. Wabash Av.).*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from Walart Management Co. (Agents) for M. A. Pancoe and Sons, for approximately 772 square feet, 3rd floor at No. 1020 S. Wabash Avenue, two offices for Police Department, Community

(Continued on page 7911)

This Agreement, Made this ............ day of ............

A. D. 19 70 between Peter J. Vlahos and John P. Vlahos ............

............, as Lessor ,
and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

**Witnesseth:** That the Lessors do hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: approximately 3,600 square feet of space in building 9-15 N. Cicero Avenue on the first floor for general office, Code Enforcement Program, Department of Urban Renewal.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of March A. D. 19 70, and ending on the 28th day of February A. D. 1971 . Lessee has the right to terminate this lease upon thirty (30) days prior written notice ~~and the right to renew this lease for a further period of~~ ............ ~~on the same terms and rental, by giving to the Lessor , in either case days' written notice of its election so to do~~.

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at 5680 W. Madison Street, 60644 ............ or at such other place as the Lessor from time to time in writing may appoint.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of Five Hundred and no/100------------------------------($500.00 ............) Dollars per month, payable in advance on the first day of each calendar month at the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor ............

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at their own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

Lessors will furnish heat, hot water, decorating, and janitorial service.

Lessee will pay for its own electricity and plate glass insurance.

It is mutually agreed and understood by and between the parties hereto that the remuneration mentioned in this lease is payable solely from funds when made available by the Federal Government.

**Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessors** , and upon the termination of this lease shall surrender said premises to the Lessor s in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessors , excepted.

Lessors shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessor s may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor s shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written.

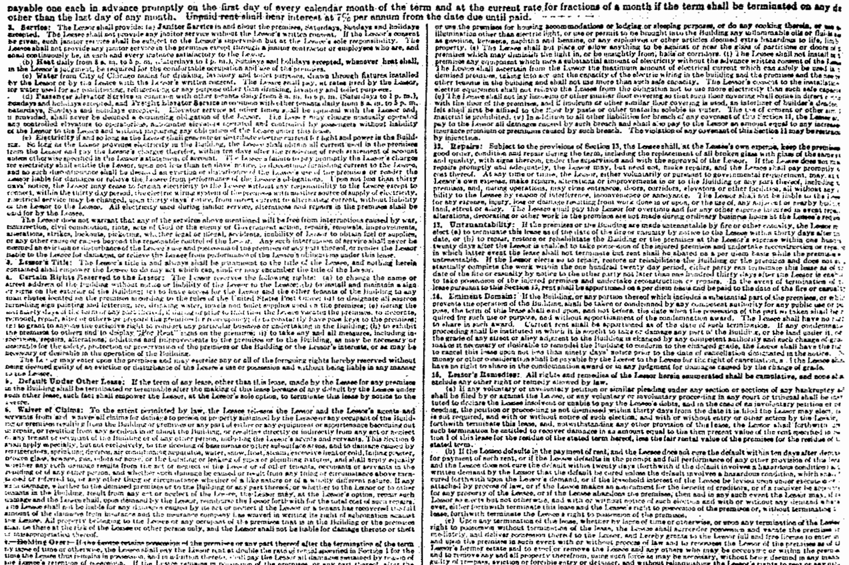
[Signature forms omitted]

**THIS INDENTURE,** made this Sixteenth day of December ; 1969 , **Witnesseth:**
30 NORTH LA SALLE BUILDING **Lesse**
hereby leases unto
CITY OF CHICAGO MUNICIPAL CORPORATION, an Illinois Corporation (for Committee on Utilities) , **Lesse**
and the Lessee accepts the Premises, known as
SUITE NO. 732 - Containing approximately 447 square feet
at $6.44 per square foot.
Chicago, Illinois, for the Term of ONE (1) YEAR
commencing February 1 ; 1970 ; and ending January 31 , 1971 ; unless sooner terminated as provided herein, to be occupied and used by the Lessee f

**In Consideration Thereof, the Parties Covenant and Agree: 1. Rent.** Lessee shall pay to the Lessor, or to DRAPER AND KRAMER, INCORPORATED, AGENT
30 West Monroe Street, Chicago, Ill. 60603 , in coin or currency which, at the time or times of payment, is legal tender for public and private de
in the United States of America, at or as directed from time to time by the Lessor's notic
the sum of TWO THOUSAND, EIGHT HUNDRED EIGHTY and NO/100 Dollars ($2,880.00
in installments as follows:

12 equal, monthly installments of TWO HUNDRED FORTY and NO/100 Dollars ($240.00)

payable one each in advance promptly on the first day of every calendar month of the term and at the current rate for fractions of a month if the term shall be terminated on any d other than the last day of any month. ~~Unpaid rent shall bear interest at 7% per annum from the date due until paid.~~



essee agrees to pay as additional rental hereunder for each calendar year after January 1, 19 70 , hereinafter referred to as the "base year" during the remainder of the lease term, including any extensions or newals thereof, a proportion of any increase in the real estate taxes paid and the other direct expenses paid or incurred by Lessor on account of the operation or maintenance of the building in which the lease remises are contained during each of the following calendar years over the real estate taxes paid and the other said direct expenses paid or incurred by Lessor during the "base year." Said proportion shall be suc ration as the number of square feet of rental space of the leased premises bears to the total rental space in the said Building, exclusive of space at street level and below. ich additional rental shall be payable in a lump sum after Lessor renders a statement to Lessee therefor.
the tenancy of the leased premises shall terminate before December 31st in any given calendar year, the additional rental for the fractional year to such termination date shall be computed on the basis of the al estate taxes paid or incurred and the other direct expenses paid or incurred for the preceding calendar year and shall be payable on the termination of the tenancy.
he term "other direct expenses" as used herein, shall be construed to mean all direct costs of operation and maintenance of the building as determined by standard accounting practices, paid or incurred by Lan ed in the operation and maintenance of the Building as solely determined by the Certified Public Accountant employed by the Lessor.

**In Witness Whereof,** the parties hereto have caused this indenture to be executed under their seals, on the date first above written.

**It is understood and agreed that Lessee will pay Lessor the retail price of light bulbs replaced Lessor, and pay Lessor's labor costs in connection with the said replacement.**

**The air conditioners installed in said premises are and shall remain the property of the Lessor. is understood and agreed that said air conditioners shall be maintained and operated at Lessee's t and expense, including any taxes or inspections provided by law.**

**It is further understood and agreed that the Lessee shall have the right to terminate this lease the last day of any month upon giving the Lessor not less than two (2) months' prior written notic registered or certified mail, in advance of the date upon which the cancellation is to become ective; this in addition to the provision for terminating this lease contained in Paragraph 18 her**

[Signature forms omitted]

This Agreement, Made this ________ day of ________ A. D. 1970, between Sam Zeitlin and Ida Zeitlin (owners) ________, as Lessor, and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

**Witnesseth:** That the Lessor do hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: approximately 6,000 square feet for store front offices and training space, and administration functions for Police Department - Model Cities Community/Service Aides Project. (542 East 47th St.) (2nd District)

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of February A. D. 1970/or date of occupation and ending on the 31st day of January A. D. 1972. Lessee has the right to terminate this lease on 30 day prior notice ~~and the right to renew this lease for a further period of~~ ~~on the same terms, by giving to the Lessor in either case days' written notice of its election so to do~~

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at 1755 W. 63rd Street, Chicago, Illinois 60637 or at such other place as the Lessor from time to time in writing may appoint.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of Eight Hundred Fifty and no/100-------------------------------------------($850.00) Dollars per month, payable in advance on the first day of each calendar month at the office of the City Comptroller. ~~Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the~~

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at his own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

Lessor furnishes air-conditioning, keep heating plant in good operating condition, 4 washrooms - 2 for men - 2 for women, repair and keep roof in good condition, remove east balcony. Lessee pays for utilities, and has permission to remove west balcony and construct partitions if necessary also furnish plate glass insurance. It is mutually agreed and understood by and between the parties hereto that the remuneration mentioned in this lease is payable solely from funds when made available by the Federal Government, from Model Cities Funds.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor ---shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

**In Witness Whereof,** this lease is signed by or on behalf of the parties hereto the day and year first above written.

[Signature forms omitted]

This Agreement, Made this ............ day of ............

A. D. 19 70, between 1308 Building, Agents for National Bank of Albany Park, Trust #11-1356 ............ as Lessor, and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

**Witnesseth:** That the Lessor do hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: approximately 3,000 square feet, 2nd floor, office space at 1308 S. Pulaski Road, for Police Department-Model Cities/Community Service Aide Program (10th District)

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of March A. D. 1970/, or date of occupation and ending on the 28th day of February A. D. 1972. ~~Lessee has the right to terminate this lease~~ Either party has right for 30 day cancellation on prior notice. ~~and the right to renew this lease for a further period of~~

~~on the same terms and rental by giving to the Lessor in either case days' written notice of its election so to do~~

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at 1308 S. Pulaski Road, Chicago, Illinois 60623 or at such other place as the Lessor from time to time in writing may appoint.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of Five Hundred and no/100------------------------------------------($500.00) Dollars per month, payable in advance on the first day of each calendar month at the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at his own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

Lessor furnishes heat, electric, hot water, janitorial services and air-conditioning, wash walls and floors and renovate light fixtures.

It is mutuall agreed and understood by and between the parties hereto that the remuneration mentioned in this lease is payable solely from funds when made available by the Federal Government, from Model Cities Funds.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

**In Witness Whereof,** this lease is signed by or on behalf of the parties hereto the day and year first above written.

[Signature forms omitted]

This Agreement, Made this ........ day of ........ A. D. 19 70, between Howard Korer, Rita Korer, Gary Korer and Elaine Korer (owners) ........, as Lessor, and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

**Witnesseth:** That the Lessor do hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: approximately 12,000 square feet, 1st and 2nd floors at 2945 W. Harrison Street for Police Department-Model Cities/Community Service Aide Program (11th District)

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of February A. D. 1970/ or date of occupation, and ending on the 31st day of January A. D. 19 72. Lessee has the right to terminate this lease 30 day prior notice ~~and the right to renew this lease for a further period of~~ ~~on the same terms and rental by giving to the Lessor in writing days' notice of its election so to do.~~

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at 517 N. Laurel Avenue, Des Plaines, Ill. or at such other place as the Lessor from time to time in writing may appoint.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of One Thousand and no/100------------------------------------------($ 1,000.00) Dollars per month, payable in advance on the first day of each calendar month at the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessee

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at his own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

Lessor will wash walls and paint where necessary in office on 2nd floor, provide classroom area on 1st floor; overall cleaning, painting as needed.

Lessee to pay utilities and plate glass insurance.

It is mutually atreed and understood by and between the parties hereto that the remuneration mentioned in this lease is payable solely from funds when made available by the Federal Government, from Model Cities Funds.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

**In Witness Whereof,** this lease is signed by or on behalf of the parties hereto the day and year first above written.

[Signature forms omitted]

**This Agreement,** Made this.................... day of....................

A. D. 19 70, between G. D. Carter Realty Co., Agents for Chicago Title and Trust Co., Trust #36787, as Lessor, and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

**Witnesseth:** That the Lessor do hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: approximately 2,200 square feet at 1038-40-42 E. 47th Street, Police Department-Model Cities-Community Service Aide Project(21st District) Stores for offices and classrooms.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of February A. D. 1970/ or date of occupation, and ending on the 31st day of January A. D. 1972. Lessee has the right to terminate this lease 30 day prior notice ~~and the right to renew this lease for a further period of~~ ~~on the same terms and conditions by giving to the Lessor in either case days' written notice of its election so to do.~~

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at 2655 E. 75th Street, Chicago, Illinois 60649 or at such other place as the Lessor from time to time in writing may appoint.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of Three Hundred Fifty and no/100------------------------------------------($350.00) Dollars per month, payable in advance on the first day of each calendar month at the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at his own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

Lessor will at 1040-42 E. 47th Street wash and paint walls and ceilings, air-conditioner, replace bulbs, blinds or shades, plumbing in good condition, heat and hot water. Lessor at 1038 E. 47th Street will install overhead lighting for classroom use, wash and paint walls and ceilings to rear partition, remodel both washrooms for men and women, install air-conditioner in transom to accomodate 25 persons, replace floor tile from front to rear partition. Lessee pays electric and telephone for all space. It is mutually agreed and understood by and between the parties hereto that the remuneration mentioned in this lease is payable solely from funds when made available by the Federal Government, from Model Cities Fund.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

**In Witness Whereof,** this lease is signed by or on behalf of the parties hereto the day and year first above written.

[Signature forms omitted]

(Continued from page 7904)

Service Aide Project-Model Cities Program (1 office 640 square feet) and (1 office 132 square feet) (Headquarters for Community Service Aide Project), such lease to be approved by the Superintendent of Police, and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on page 7912 of this Journal]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

## City Comptroller Authorized and Directed to Cancel Warrants for Collection Issued against Certain Charitable, Educational and Religious Institutions.

The Committee on Finance to which had been referred (January 19 and 27, 1970) sundry proposed orders for cancellations of certain warrants for collection issued against specified charitable, educational and religious institutions, submitted reports recommending that the City Council pass the following substitute proposed order:

*Ordered,* That the City Comptroller is hereby authorized and directed to cancel specified warrants for collection issued against certain charitable, educational and religious institutions, as follows:

| *Name and Address* | *Warrant No. and Type of Inspection* | *Amount* |
|---|---|---|
| Austin Congregational Church, No. 5460 W. Ohio St. | A-11716 (Elev.) | $ 9.00 |
| Congregation of Debutazione of Maria SS. Lauretana, No. 5854 W. Lawrence Av. | D1-34531 (Sign) | 7.50 |
| Cook County School of Nursing, No. 1900 W. Polk St. | A1-14207 (Elev.) | 77.00 |
| Frank Cuneo Hospital, No. 750 W. Montrose Av. | A1-12157 (Elev.) | 80.50 |
| Edgewater Hospital, No. 5700 N. Ashland Av. | A1-14989 (Steel) Curtain) | 126.50 |
| | A1-14998 (Steel Curtain) | 11.50 |
| Elliott Donnelley Youth Center, Nos. 3941-3947 S. Michigan Av. | C1-17664 (Boiler and Refrig.) | 5.00 |
| | P1-25444 (Refuse Burning Equip.) | 10.00 |
| Langley Avenue Church of God, No. 6157 S. Langley Av. | D1-23719 (Sign) | 80.00 |
| Lutheran Day Nursery, No. 1802 N. Fairfield Av. | A1-13405 (Steel Curtain) | 11.50 |
| Marillac House, No. 2822 W. Jackson Blvd. | A1-15909 (Elev.) | 23.00 |
| Norwood Park Home, No. 6016 N. Nina Av. | F4-31150 (Mech. Vent.) | 9.20 |
| St. Joseph Hospital, No. 2900 N. Lake Shore Drive | A1-11401 (Elev.) | 144.50 |
| | A1-11368 (Elev.) | 34.50 |
| St. Lucy Convent, No. 5911 W. Midway Park | A-11049 (Elev.) | 11.50 |
| St. Mary of Nazareth Hospital, No. 1120 N. Leavitt St. | A1-4436 (Elev.) | 149.50 |
| | A-10699 (Elev.) | 149.50 |
| No. 2236 W. Haddon Av. | B1-14639 (Bldg.) | 19.25 |
| Nos. 1100-1124 N. Leavitt St. | F4-31911 (Mech. Vent.) | 40.25 |
| Twentieth Church of Christ, Scientist, No. 6320 N. Sacramento Av. | A1-15703 (Steel Curtain) | 11.50 |
| No. 5950 N. Lincoln Av. | D1-34834 (Sign) | 40.00. |

**On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:**

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Marzullo, Zydlo, Jambrone, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—42.

*Nays*—None.

## Authority Granted for Issuance of Free Permits and License Fee Exemptions for Certain Charitable, Educational and Religious Institutions.

The Committee on Finance to which had been referred (December 2, 1969, January 19 and 27, 1970) sundry proposed ordinances to authorize issuance of free permits, license and inspection fee exemptions for certain charitable, educational and religious institutions, submitted reports recommending that the City Council pass said proposed ordinances transmitted therewith.

On separate motions made by Alderman Keane *each* of the said proposed ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Marzullo, Zydlo, Jambrone, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—42.

*Nays*—None.

Said ordinances as passed read respectively as follows (the Italic heading in each case not being a part of the ordinance):

(Continued on page 7913)

**This Agreement,** Made this.......... day of..........

A. D. 1970, between Walart Management Co. (Agents) for M. A. Pancoe and Sons ..........

.........., as Lessor and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

**Witnesseth:** That the Lessor do hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: approximately 772 square feet, 3rd floor at 1020 S. Wabash Avenue, 2 offices for Police Department, Community Service Aide Project-Model Cities Program, (1 office 640 square feet) and (1 office 132 square feet) (Headquarters for Community Service Aide Project).

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of February A. D. 1970/or date of occupation and ending on the 31st day of January A. D. 1972. Lessee has the right to terminate this lease 30 day prior notice ~~and the right to terminate this lease for the period of~~

~~six months from and after by giving to the Lessor in either case days' written notice of its election so to do~~

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at 1020 S. Wabash Avenue, Chicago, Illinois 60605 or at such other place as the Lessor from time to time in writing may appoint.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of Two Hundred Fifty and no/100------------------------------------------($250.00) Dollars per month, payable in advance on the first day of each calendar month at the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at his own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

Lessor to provide dropped accoustical ceiling, recessed flourescent lighting, carpentry installation for privacy in 132 square feet office, wall washing and repainting both offices, repair tile floor, clean and wax same, window air-conditioner in 640 square feet and 208 volt wiring, clean blinds and window washing, heat, hot water and reletter main entrance door. Lessee pays electric and janitorial service. It is mutually agreed and understood by and between the parties hereto that the remuneration mentioned in this ~~lease is payable solely from funds when made available by the Federal Government.~~ from Model Cities Funds.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

**In Witness Whereof,** this lease is signed by or on behalf of the parties hereto the day and year first above written.

[Signature forms omitted]

(Continued from page 7911)

### FREE PERMITS.

### *Archdiocese of Chicago School Board*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Buildings, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Water and Sewers and the Commissioner of Health, are hereby authorized and directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to the Archdiocese of Chicago School Board, for the construction of a central food commissary on the premises known as No. 130 S. Green Street.

Said building shall be used exclusively for religious and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

### *The Catholic Bishop of Chicago (St. Ferdinand Church)*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Buildings, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Water and Sewers and the Commissioner of Health, are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary to The Catholic Bishop of Chicago (St. Ferdinand Church), for construction of addition to existing school building, with gymnasium facilities, for all electrical work, and for the use of water in conjunction with such project on the premises known as southeast corner of W. Belmont and N. Mason Avenues.

Said building shall be used exclusively for religious and educational purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

### *Jewish Vocational Services*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Buildings, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Water and Sewers and the Commissioner of Health, are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary to Jewish Vocational Services, for construction of new service facility, for all electrical work, and for the use of water in conjunction with such project on the premises known as No. 2008 W. Devon Avenue.

Said building shall be used exclusively for religious and recreational purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

### *Park View Lutheran Church*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Buildings, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Water and Sewers and the Commissioner of Health, are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary to Park View Lutheran Church, No. 3921 N. Monticello Avenue, for the construction of a two-story education center building, for all electrical work, and for the use of water in conjunction with such project on the premises known as No. 3911 N. Monticello Avenue.

Said building shall be used exclusively for religious and educational purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

### LICENSE FEE EXEMPTIONS.

### *Anti-Cruelty Society*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the annual license fee provided in Section 129.1-1 of the Municipal Code of Chicago with reference to the storage of flammable liquids, is hereby waived and the Anti-Cruelty Society, No. 157 W. Grand Avenue, is hereby exempted from the payment of said license fee for the year 1970.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

### *Dispensaries*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 118-5 of the Municipal Code of Chicago, the following dispensaries that are not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the dispensary license fee for the year 1970:

The Chicago Maternity Center,
No. 1336 S. Newberry Av.

The 5th City Community Corporation,
No. 3352 W. Jackson Blvd.

Robert Taylor Clinic Facilities,
No. 37 W. 47th St.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

### *Hospitals*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago, the following hospitals that are not operated for gain but where a charge is made for the care of patients, shall be exempted from the payment of the hospital license fee for the year 1970:

Bethesda Hospital, No. 2451 W. Howard St.

Central Community Hospital,
No. 5701 S. Wood St.

Chicago College of Osteopathy,
No. 5200 S. Ellis Av.

Children's Memorial Hospital,
No. 2300 Children's Plaza.

Franklin Boulevard Community Hospital,
No. 3240 W. Franklin Blvd.

Garfield Park Community Hospital,
Nos. 3813-3835 W. Washington Blvd.

St. George Hospital,
No. 449 W. Winneconna Pkwy.

St. Joseph Hospital,
No. 2900 N. Lake Shore Drive.

Robert Taylor Clinic Facilities,
No. 37 W. 47th St.

Mary Thompson Hospital,
No. 140 N. Ashland Blvd.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

*Homes*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 136-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following Homes, are hereby exempted from payment of the annual license fee provided in Section 136-4, for the current period 1970:

All Saints Child Development Center—
The Episcopal Diocese of Chicago,
No. 4550 N. Hermitage Av.

Bohemian Home for the Aged,
No. 5061 N. Pulaski Road
(2—1969 and 1970).

Chicago Nursery and Half Orphan Asylum,
No. 2801 W. Foster Av.

Covenant Home, No. 2725 W. Foster Av.

Fox River Rehabilitation Center and
Extended Care Facility,
No. 4700 N. Clarendon Av.

Lawrence Hall, Inc., No. 4833 N. Francisco Av.

Selfhelp Home for the Aged,
No. 4941 S. Drexel Av.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

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## Authority Granted for Issuance of Certificates of Cancellation and Quitclaim Deeds in Settlement of City's Special Assessment Claims against Specified Parcels of Property.

The Committee on Finance submitted a report recommending that the City Council pass sundry proposed ordinances transmitted therewith, to authorize settlements of City's special-assessment claims against specified parcels of property.

On separate motions made by Alderman Keane *each* of the said proposed ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Marzullo, Zydlo, Jambrone, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—42.

*Nays*—None.

Said ordinances as passed read respectively as follows (the Italic heading in each case not being a part of the ordinance):

*Compromise Settlement with Elmhurst Natl. Bank as Trustee*
*(S.E. Cor. 28th Pl. and S. Shields Av.)*

WHEREAS, The City of Chicago has tax claims amounting to $1,104.10, against the premises hereinafter described, the original amount of which assessments total $201.20; and

WHEREAS, Other liens or incumbrances exist against said premises which bring the total of all claims to the sum of $2,050.91, and the fair value of said premises is $2,000.00; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrant involved and an offer has been received to compromise the city's claim for the sum of $275.00 which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Mayor and the City Clerk hereby are authorized and directed to execute on behalf of the City of Chicago a quitclaim deed to Elmhurst National Bank, Trustee under Trust Nos. 632, 633, 1903 thru 1907, or its nominee of all right, title and interest acquired by and through certain tax deeds in and to the premises described as

> Lot Thirty-one (31) in Subdivision of Lots Nineteen (19) to Twenty-two (22) in A. Crane's Subdivision of Block Six (6) in United States Bank Addition to Chicago, West half (W½) Southeast quarter (SE¼) Section 28, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

and the Comptroller, on delivery to him of $275.00 hereby is authorized and directed to deliver said quitclaim deed to Elmhurst National Bank, Trustee under Trust Nos. 632, 633, 1903 thru 1907.

SECTION 2. This ordinance shall be in force and effect from and after its passage and approval.

*Compromise Settlement with Larry Corp.*
*(No. 3749 S. Wallace St.)*

WHEREAS, The City of Chicago has tax claims amounting to $802.57, against the premises hereinafter described, the original amount of which assessments total $144.81; and

WHEREAS, Other liens or incumbrances exist against said premises which bring the total of all claims to the sum of $1,985.30, and the fair value of said premises is $1,500.00; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrant involved and an offer has been received to compromise the city's claim for the sum of $210.00 which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Mayor and the City Clerk hereby are authorized and directed to execute on behalf of the City of Chicago a quitclaim deed to Larry Corporation, an Illinois Corporation, or its nominee of all right, title and interest acquired by and through certain tax deeds in and to the premises described as

> Lot Twenty-seven (27) in Winterbotham Subdivision of Northwest quarter (NW¼) of Block

Twenty-seven (27) in Canal Trustees Subdivision, in Section 33, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois;

and the Comptroller, on delivery to him of $210.00 hereby is authorized and directed to deliver said quitclaim deed to Larry Corporation, an Illinois Corporation.

SECTION 2. This ordinance shall be in force and effect from and after its passage and approval.

### *Compromise Settlement with Larry Corp. (No. 3172 S. Archer Av.)*

WHEREAS, The City of Chicago has tax claims amounting to $1,062.88, against the premises hereinafter described, the original amount of which assessments total $173.63; and

WHEREAS, Other liens or incumbrances exist against said premises which bring the total of all claims to the sum of $2,362.88, and the fair value of said premises is $1,800.00; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrant involved and an offer has been received to compromise the city's claim for the sum of $250.00 which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Mayor and the City Clerk hereby are authorized and directed to execute on behalf of the City of Chicago a quitclaim deed to Larry Corporation, an Illinois Corporation, or its nominee of all right, title and interest acquired by and through certain tax deeds in and to the premises described as

The Northeast one-half (NE½) of Lot Thirty-seven (37) in Stinson's Subdivision of Blocks One (1), Two (2) and Ten (10) in Canal Trustees Subdivision of East one-half (E½) of Section 31, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

and the Comptroller, on delivery to him of $250.00 hereby is authorized and directed to deliver said quitclaim deed to Larry Corporation, an Illinois Corporation.

SECTION 2. This ordinance shall be in force and effect from and after its passage and approval.

### *Compromise Settlement with Larry Corp. (No. 3100 N. Clybourn Av.)*

WHEREAS, The City of Chicago has tax claims amounting to $3,153.79, against the premises hereinafter described, the original amount of which assessments total $598.79; and

WHEREAS, Other liens or incumbrances exist against said premises which bring the total of all claims to the sum of $5,503.67, and the fair value of said premises is $2,000.00; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrant involved and an offer has been received to compromise the city's claim for the sum of $750.00 which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Mayor and the City Clerk hereby are authorized and directed to execute on behalf of the City of Chicago a quitclaim deed to Larry Corporation, an Illinois Corporation, or its nominee of all right, title and interest acquired by and through certain tax deeds in and to the premises described as

Lot Twenty-six (26) in Block Six (6) in Clybourn Avenue Addition to Lake View & Chicago Northwest quarter (NW¼) of Section 30, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

and the Comptroller, on delivery to him of $750.00 hereby is authorized and directed to deliver said quitclaim deed to Larry Corporation, an Illinois Corporation.

SECTION 2. This ordinance shall be in force and effect from and after its passage and approval.

### *Compromise Settlement with Larry Corp. (No. 2955 S. Bonfield St.)*

WHEREAS, The City of Chicago has tax claims amounting to $119.25, against the premises hereinafter described, the original amount of which assessments total $21.73; and

WHEREAS, Other liens or incumbrances exist against said premises which bring the total of all claims to the sum of $687.25, and the fair value of said premises is $750.00; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrant involved and an offer has been received to compromise the city's claim for the sum of $35.00 which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Mayor and the City Clerk hereby are authorized and directed to execute on behalf of the City of Chicago a quitclaim deed to Larry Corporation, an Illinois Corporation, or its nominee of all right, title and interest acquired by and through certain tax deeds in and to the premises described as

Lot Twenty-six (26) in Bonfields Subdivision of Lots One (1) and Four (4) in Block Twenty-six (26) in Canal Trustees Subdivision of Section 29, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

and the Comptroller, on delivery to him of $35.00 hereby is authorized and directed to deliver said quitclaim deed to Larry Corporation, an Illinois Corporation.

SECTION 2. This ordinance shall be in force and effect from and after its passage and approval.

### *Compromise Settlement with Larry Corp. (No. 701 N. Sawyer Av.)*

WHEREAS, The City of Chicago has tax claims amounting to $631.03, against the premises hereinafter described, the original amount of which assessments total $130.76; and

WHEREAS, Other liens or incumbrances exist against said premises which bring the total of all claims to the sum of $1,431.03, and the fair value of said premises is $1,200.00; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrant involved and an offer has been received to compromise the city's claim for the sum of

$145.00 which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Mayor and the City Clerk hereby are authorized and directed to execute on behalf of the City of Chicago a quitclaim deed to Larry Corporation, an Illinois Corporation, or its nominee of all right, title and interest acquired by and through certain tax deeds in and to the premises described as

> Lot Twenty-six (26) in Armington's Subdivision of the Northeast quarter (NE¼) of the Northeast (NE¼) of the Northeast quarter (NE¼) of Section 11, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois;

and the Comptroller, on delivery to him of $145.00 hereby is authorized and directed to deliver said quitclaim deed to Larry Corporation, an Illinois Corporation.

SECTION 2. This ordinance shall be in force and effect from and after its passage and approval.

### *Compromise Settlement with American Natl. Bank and Trust Co., as Trustee*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $783.-36, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from American National Bank and Trust Company, as Trustee under Trust No. 29250, to compromise the City's claim for the sum of $1,000.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $1,000.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said American National Bank and Trust Company, as Trustee under Trust No. 29250, certificates of cancellation of special assessment liens against:

> West Half (W½) of Lot Sixty-three (63) and all of Lots Sixty-four (64), Sixty-five (65), Sixty-six (66) and Sixty-seven (67) in Block Sixty-one (61) in Canal Trustees Subdivision of Section 7, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

for the nonpayment of the First, Second, Third, Fourth and Fifth Installments of Special Assessment Warrant No. 54443.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Brothers Enterprises (S.E. Cor. S. Blackstone Av. and E. 74th St.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $531.-85, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Brothers Enterprises, to compromise the City's claim for the sum of $600.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $600.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Brothers Enterprises, certificates of cancellation of special assessment liens against:

> Lot Thirty-two (32) in T. P. Keefes' Subdivision of the North half (N½) of the Southeast quarter (SE¼) of the Southeast quarter (SE¼) of the Northeast quarter (NE¼) of Section 26, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

for the nonpayment of the Second, Third, Fourth and Fifth Installments of Special Assessment Warrant No. 39685 and the Flat Installment of Special Assessment Warrant No. 51958.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Brothers Enterprises (No. 7312 S. May St.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $90.-54, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Brothers Enterprises, to compromise the City's claim for the sum of $225.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $225.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Brothers Enterprises, certificates of cancellation of special assessment liens against:

> Lot Six (6) in Block Two (2) in Samuel Eieberg's Subdivision of the Northwest quarter (NW¼) of the Southwest quarter (SW¼) of the Northeast quarter (NE¼) of Section 29, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

for the nonpayment of First, Second, Third, Fourth and Fifth Installments of Special Assessment Warrant No. 39840; the Flat Installment of Special Assessment Warrant No. 39695; the First, Second, Third, Fourth and Fifth Installments of Special Assessment Warrant No. 40329 and the Ninth and Tenth Installments of Special Assessment Warrant No. 32866.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Brothers Enterprises (No. 7638 S. Dante Av.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $51.-41, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Brothers Enterprises, to compromise the City's claim for the sum of $125.00, which has been recommended by the Committee on Finance; therefore,

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Comptroller on delivery to him of $125.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Brothers Enterprises, certificates of cancellation of special assessment liens against:

> Lot Twenty-one (21) in Block Sixty-six (66) in Cornell, a Subdivision in the West half (W½) and the Southeast quarter (SE¼) of Section 26, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

for the nonpayment of the Second, Third, Fourth and Fifth Installments of Special Assessment Warrant No. 39048; the First, Second, Third, Fourth and Fifth Installments of Special Assessment Warrant No. 43857; the Ninth and Tenth Installments of Special Assessment Warrant No. 32866 and the Fourth and Fifth Installments of Special Assessment Warrant No. 36785.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Brothers Enterprises (No. 6845 S. Evans Av.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $215.78, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Brothers Enterprises, to compromise the City's claim for the sum of $350.00, which has been recommended by the Committee on Finance; therefore,

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Comptroller on delivery to him of $350.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Brothers Enterprises, certificates of cancellation of special assessment liens against:

> Lot Eighteen (18) in Block One (1) in Paynes Subdivision of the South half (S½) of the Southeast quarter (SE¼) of the Northeast quarter (NE¼) of the Southeast quarter (SE¼) of Section 22, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

for the nonpayment of the First, Second, Third, Fourth and Fifth Installments of Special Assessment Warrant No. 43314; for the First, Second, Third, Fourth and Fifth Installments of Special Assessment Warrant No. 48943; the Flat Installment of Special Assessment Warrant No. 43164 and the Flat Installment of Special Assessment Warrant No. 51958.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Brothers Enterprises (No. 8447 S. Gilbert St.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $23.92, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Brothers Enterprises, to compromise the City's claim for the sum of $55.00, which has been recommended by the Committee on Finance; therefore,

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Comptroller on delivery to him of $55.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Brothers Enterprises, certificates of cancellation of special assessment liens against:

> Lot Fifty-four (54) in Block Two (2) in Cole and Corey's Subdivision of Lot Nine (9) in the Assessors Division of the West half (W½) of Section 33, and that part of the Southeast quarter (SE¼) of Section 32 (lying East of the Rock Island Railroad) in Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

for the nonpayment of the Fifth Installment of Special Assessment Warrant No. 37039; the Third and Fifth Installments of Special Assessment Warrant No. 39104 and the Tenth Installment of Special Assessment Warrant No. 32866.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Brothers Enterprises (No. 10841 S. Vincennes Av.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $485.50, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Brothers Enterprises, to compromise the City's claim for the sum of $635.00, which has been recommended by the Committee on Finance; therefore,

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Comptroller on delivery to him of $635.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Brothers Enterprises, certificates of cancellation of special assessment liens against:

> Lot Fifty-nine (59) (except the Southwesterly 150 feet) in Willis M. Hitts Subdivision of the Northwest quarter (NW¼) of the Southwest quarter (SW¼) of Section 17, and part of the Southeast quarter (SE¼) of Section 18, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

for the nonpayment of the First, Second, Third, Fourth and Fifth Installments of Special Assessment Warrant No. 48869; the First and Second Installments of Special Assessment Warrant No. 48287 and the First and Second Installments of Special Assessment Warrant No. 48739.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Brothers Enterprises (No. 10849 S. Vincennes Av.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $320.10, and an application has been filed with City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Brothers Enterprises, to compromise the City's claim for the sum of $450.00, which has been recommended by the Committee on Finance; therefore,

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Comptroller on delivery to him of $450.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Brothers Enterprises, certificates of cancellation of special assessment liens against:

> The Southwesterly Fifty feet of Lot Fifty-nine (59) in Willis M. Hitts Subdivision of the Northwest quarter (NW¼) of the Southwest quarter (SW¼) of Section 17, and part of the Southeast quarter (SE¼) of Section 18, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

for nonpayment of the First and Second Installments of Special Assessment Warrant No. 48287; the First and Second Installments of Special Assessment Warrant No. 48739 and the First, Second, Third, Fourth and Fifth Installments of Special Assessment Warrant No. 48869.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Brothers Enterprises (No. 7945 S. Emerald Av.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $33.84, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Brothers Enterprises, to compromise the City's claim for the sum of $75.00, which has been recommended by the Committee on Finance; therefore,

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Comptroller on delivery to him of $75.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Brothers Enterprises, certificates of cancellation of special assessment liens against:

> Lot Twenty-four (24) in Block Three (3) in George A. Chamber's Subdivision of part of the North half (N½) of the North half (N½) of the Northwest quarter (NW¼) lying West of Chicago, Rock Island and Pacific Railroad, in Section 33, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

for the nonpayment of the Fourth and Fifth installments of Special Assessment Warrant No. 36917; the Ninth and Tenth Installments of Special Assessment Warrant No. 32866 and the First Installment of Special Assessment Warrant No. 40928.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Brothers Enterprises (No. 6950 S. Wallace St.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $41.82, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Brothers Enterprises, to compromise the City's claim for the sum of $75.00, which has been recommended by the Committee on Finance; therefore,

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Comptroller on delivery to him of $75.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Brothers Enterprises, certificates of cancellation of special assessment liens against:

> Lot Twenty-one (21) in Block One (1) in L. W. Beek's Subdivision of the Southwest quarter (SW¼) of the Southwest quarter (SW¼) of Section 21, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

for the nonpayment of the Third, Fourth and Fifth Installments of Special Assessment Warrant No. 53011.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Elmhurst Natl. Bank, as Trustee*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $92.88, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Elmhurst National Bank, as Trustee under Trust Numbers 632, 633, 1903 thru 1907, to compromise the City's claim for the sum of $100.00, which has been recommended by the Committee on Finance; therefore,

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Comptroller on delivery to him of $100.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Elmhurst National Bank, as Trustee under Trust Numbers 632, 633, 1903 thru 1907, certificates of cancellation of special assessment liens against:

> Lot Thirty-one (31) in Subdivision of Lots Nineteen (19) to Twenty-two (22) in A. Crane's Subdivision of Block Six (6) in United States Bank Addition to Chicago, West half (W½) Southeast quarter (SE¼) Section 28, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

for the nonpayment of the Flat Installment of Special Assessment Warrant No. 51638.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with William J. and Hazel English*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $727.91, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Nathan Slutzky, to compromise the City's claim for the sum of $950.00, which has been recommended by the Committee on Finance; therefore,

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Comptroller on delivery to him of $950.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Nathan Slutzky, certificates of cancellation of special assessment liens against:

> East half (E½) of Lot Fifteen (15) in Block Two (2) in Child's Sub. of Lots One (1) and Two (2) and parts of Lots Three (3) and Four (4) in Block Two (2) and parts of Lots One (1) Two (2) and Three (3) in Block Three (3) in Ridgewood, a Sub. of the Southeast quarter (SE¼) Section 11, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

for the nonpayment of the First Installment of Special Assessment Warrant No. 48169; the First, Second, Third, Fourth and Fifth Installments of Special Assessment Warrant No. 48474; the First, Second, Third, Fourth and Fifth Installments of Special Assessment Warrant No. 48108A and the First, Second, Third, Fourth and Fifth Installments of Special Assessment Warrant No. 48109.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Simon Green*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $153.93, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Simon Green, to compromise the City's claim for the sum of $190.00, which has been recommended by the Committee on Finance; therefore,

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Comptroller on delivery to him of $190.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Simon Green, certificates of cancellation of special assessment liens against:

> Lot Twenty-seven (27) in Block Three (3) in James Morgan's Subdivision part North of Washington Street of the East 33.81 acres of the South half (S½) Southeast quarter (SE¼) Section 12, Township 39 North, Range 13 East of the Third Principal Meridian;

for the nonpayment of the First Installment of Special Assessment Warrant No. 53522 and the First, Second, Third, Fourth and Fifth Installments of Special Assessment Warrant No. 54443.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Guaranty Bank and Trust Co., as Trustee*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $81.00, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Guaranty Bank and Trust Co., as Trustee under Trust No. 11629, to compromise the City's claim for the sum of $90.00, which has been recommended by the Committee on Finance; therefore,

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Comptroller on delivery to him of $90.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Guaranty Bank and Trust Co., as Trustee under Trust No. 11629, certificates of cancellation of special assessment liens against:

> Lot Five (5) in Block Seven (7) in Fullerton's Second Addition to Chicago, being a subdivision of that part of the South half (S½) of the Southeast quarter (SE¼) of Section 30, Township 40 North, Range 14 East of the Third Principal Meridian, lying East of the C. & N. W. RR. and that part lying West of said Railroad and East of Clybourn Avenue;

for the nonpayment of the Flat Installment of Special Assessment Warrant No. 52310.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Barnard J. and Grace Holmes*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $66.36, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Barnard J. and Grace Holmes, to compromise the City's claim for the sum of $100.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $100.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Barnard J. and Grace Holmes, certificates of cancellation of special assessment liens against:

Lot Four (4) Block Three (3) George W. Perkins Subdivision, Northeast quarter (NE¼) Northeast quarter (NE¼) Northeast quarter (NE¼) and East half (E½) East half (E½) Northwest quarter (NW¼) Northeast quarter (NE¼) Northeast quarter (NE¼) Section 9, Township 37 North, Range 14 East of the Third Principal Meridian;

for the nonpayment of the Flat Installment of Special Assessment Warrant No. 53407 and the Flat Installment of Special Assessment Warrant No. 53407A.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Larry Corp.*
### *(No. 2955 S. Bonfield St.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $25.10, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Larry Corporation, an Illinois Corporation, to compromise the City's claim for the sum of $30.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $30.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Larry Corporation, an Illinois Corporation, certificates of cancellation of special assessment liens against:

Lot Twenty-six (26) in Bonfield's Subdn. of Lots One (1) and Four (4) in Block Twenty-six (26) in Canal Trustees Subdivision in Section 29, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

for the nonpayment of the Fifth Installment of Special Assessment Warrant No. 37323, and the Fifth Installment of Special Assessment Warrant No. 37322.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Larry Corp.*
### *(No. 3100 N. Clybourn Av.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $258.65, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Larry Corporation an Illinois Corporation, to compromise the City's claim for the sum of $275.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $275.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Larry Corporation, an Illinois Corporation, certificates of cancellation of special assessment liens against:

Lot Twenty-six (26) in Block Twelve (12) in Clybourn Avenue Addition to Lake View & Chicago Northwest quarter (NW¼) of Section 30, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

for the nonpayment of the Fifth Installment of Special Assessment Warrant No. 37322 and for the Flat Installment of Special Assessment Warrant No. 51909.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Larry Corp.*
### *(No. 6026 S. Hermitage Av.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $108.86, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Larry Corporation, an Illinois Corporation, to compromise the City's claim for the sum of $125.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $125.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Larry Corporation, an Illinois Corporation, certificates of cancellation of special assessment liens against:

Lot Eleven (11) in Block Five (5) in Demarest's Subdivision of the Northeast quarter (NE¼) of the Southeast quarter (SE¼) of Section 18, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

for the nonpayment of the Third and Fifth Installments of Special Assessment Warrant No. 38827; the Second Installment of Special Assessment Warrant No. 41692 and the Flat Installment of Special Assessment Warrant No. 50876.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Larry Corp.*
### *(No. 11719 S. Church St.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $231.11, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Larry Corporation, an Illinois Corporation, to compromise the City's claim for the sum of $315.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $315.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Larry Corporation, an Illinois Corporation, certificates of cancellation of special assessment liens against:

> The South half (S½) of Lot Seventeen in Block Ten (10) in Vincennes Road Addition being a Subdivision of the West half (W½) of the Southeast quarter (SE¼) and that part East of Dummy Track of the East half (E½) of the Southwest quarter (SW¼) of Section 19, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

for the nonpayment of the First, Second, Third, Fourth and Fifth Installments of Special Assessment Warrant No. 48548.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Larry Corp. (No. 3749 S. Wallace St.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $68.57, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Larry Corporation, an Illinois Corporation, to compromise the City's claim for the sum of $75.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $75.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Larry Corporation, an Illinois Corporation, certificates of cancellation of special assessment liens against:

> Lot Twenty-seven (27) in Winterbotham Subdivision of Northwest quarter (NW¼) of Block Twenty-seven (27) in Canal Trustees Subdivision, in Section 33, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

for the nonpayment of the Fifth Installment of Special Assessment Warrant No. 36103 and the Flat Installment of Special Assessment Warrant No. 55034.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Larry Corp. (No. 7500 S. Union Av.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $229.61, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Larry Corporation, an Illinois Corporation, to compromise the City's claim for the sum of $300.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $300.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Larry Corporation, an Illinois Corporation, certificates of cancellation of special assessment liens against:

> Lot One (1) Block Fourteen (14) in Storke's Subdivision of Auburn in the West half (W½) of the Southwest quarter (SW¼) of Section 28, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

for the nonpayment of the First and Second Installments of Special Assessment Warrant No. 48146 and for the First, Second, Third, Fourth and Fifth Installments of Special Assessment Warrant No. 51471.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Loop Mortgage Corp.*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $80.00, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Loop Mortgage Corporation, to compromise the City's claim for the sum of $125.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $125.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Loop Mortgage Corporation, certificates of cancellation of special assessment liens against:

> Lot Two (2) in Block Fourteen (14) in Storke's Subdivision of Auburn, Section 28, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

for the nonpayment of the First, Second, Third, Fourth and Fifth Installments of Special Assessment Warrant No. 51471.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with National Bank of Austin, as Trustee.*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $158.00, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from National Bank of Austin, as Trustee under Trust No. 4612, to compromise the City's claim for the sum of $170.00,

which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $170.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said National Bank of Austin, as Trustee under Trust Number 4612, certificates of cancellation of special assessment liens against:

> Lot Fourteen (14) in Nickerson's Addition to Chicago, in the West half (W½) of Block Fifteen (15) and Sub. of Block Five (5) of the East half (E½) of Block Fifteen (15) in Sheffields Addition to Chicago, in Section 32, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

for the nonpayment of the Flat Installment of Special Assessment Warrant No. 52310.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Winnetka Investment Co.*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $37.13, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Winnetka Investment Co., to compromise the City's claim for the sum of $50.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $50.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said Winnetka Investment Co., certificates of cancellation of special assessment liens against:

> Lot Twenty-three (23) Third East Addition to Chettenham Beach ReSub. of Lots Thirty-five (35) to Forty (40) Block One (1) in Westfalls Subd., East half (E½) Southwest quarter (SW¼) and Fractional quarter (containing 288 acres) Section 30, Township 38 North, Range 15 East of the Third Principal Meridian, in Cook County, Illinois;

for the nonpayment of the Tenth Installment of Special Assessment Warrant No. 32866 and the Fourth and Fifth Installments of Special Assessment Warrant No. 37047.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

## Ordinance Amended for Compromise Offer for Settlement of Special Assessments with John A. Hennessey.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the ordinance passed by the City Council on October 29, 1969, appearing in the right-hand column of C.J. p. 6289, relating to a compromise offer in lieu of foreclosure on account of unpaid special assessments made by John A. Hennessey, is hereby amended by deleting the following language:

> for the nonpayment of the Flat Installment of Special Assessment Warrant No. 52575 (Lot 1); the Flat Installment of Special Assessment Warrant No. 52575 (Lot 2); the Flat Installment of Special Assessment Warrant No. 52575 (Lot 3); the Flat Installment of Special Assessment Warrant No. 52575 (Lot 4); the Flat Installment of Special Assessment Warrant No. 52575 (Lot 5); the Flat Installment of Special Assessment Warrant No. 52575 (Lot 6); the Flat Installment of Special Assessment Warrant No. 52575 (Lot 7) and the Flat Installment of Special Assessment Warrant No. 52575 (Lot 8),

and inserting in lieu thereof the following language:

> for the nonpayment of the Flat Installment of Special Assessment Warrant No. 52725 (Lot 1); the Flat Installment of Special Assessment Warrant No. 52725 (Lot 2); the Flat Installment of Special Assessment Warrant No. 52725 (Lot 3); the Flat Installment of Special Assessment Warrant No. 52725 (Lot 4); the Flat Installment of Special Assessment Warrant No. 52725 (Lot 5); the Flat Installment of Special Assessment Warrant No. 52725 (Lot 6); the Flat Installment of Special Assessment Warrant No. 52725 (Lot 7) and the Flat Installment of Special Assessment Warrant No. 52725 (Lot 8).

SECTION 2. This ordinance shall be in force and effect from and after its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Marzullo, Zydlo, Jambrone, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—42.

*Nays*—None.

## City Comptroller Authorized to Accept Compromise Offers in Settlement of Certain Warrants for Collection.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

*Ordered,* That the City Comptroller is authorized, in accordance with his requests dated January 27 and February 11, 1970 and the attached recommendations of the Corporation Counsel, to accept compromise offers in full settlement of various warrants for collection as follows:

| *Year* | *Warrant No.* | *Amount* | *Compromise Offer* |
|---|---|---|---|
| 1969 | D-98950 | $ 202.49 | $150.62 |
| 1969 | D-99022 | 313.10 | 234.82 |
| 1969 | D-99153 | 481.48 | 240.74 |
| 1969 | D-99170 | 343.85 | 255.00 |
| 1969 | D-99174 | 99.72 | 49.86 |
| 1969 | D-99185A | 125.19 | 93.00 |

| *Year* | *Warrant No.* | *Amount* | *Compromise Offer* |
|---|---|---|---|
| 1969 | F-3234 | $ 265.41 | $199.00 |
| 1969 | F-3642A | 107.26 | 80.44 |
| 1969 | F-3658 | 245.25 | 183.96 |
| 1969 | F-3889A | 109.97 | 54.98 |
| 1969 | F-4032 | 53.20 | 40.00 |
| 1969 | F-4044A | 123.95 | 61.97 |
| 1969 | F-4928A | 168.93 | 84.46 |
| 1969 | F-5254 | 653.90 | 490.00 |
| 1969 | F-5279A | 67.00 | 33.50 |
| 1969 | F-5400 | 140.55 | 105.00 |
| 1969 | F-5405 | 187.58 | 149.69 |
| 1969 | H-164 | 153.82 | 118.32 |
| 1969 | H-183 | 1,059.46 | 750.00 |
| 1969 | H-201 | 138.91 | 69.45 |
| 1969 | D-98534 | 330.51 | 250.00 |
| 1969 | D-98539 | 182.18 | 136.00 |
| 1969 | D-98623 | 274.17 | 205.63 |
| 1970 | D-98018 | 238.81 | 179.00 |
| 1969 | D-98907 | 525.05 | 400.00 |
| 1969 | D-99003 | 520.34 | 380.00 |
| 1969 | D-99064 | 183.52 | 137.64 |
| 1969 | D-99078 | 324.48 | 243.36 |
| 1969 | D-99202 | 323.74 | 291.37 |
| 1969 | F-87A | 942.35 | 707.00 |
| 1970 | F-100 | 182.38 | 147.38 |
| 1970 | F-311 | 167.93 | 125.95 |
| 1969 | F-451A | 345.72 | 259.29 |
| 1969 | F-3136 | 144.20 | 108.15 |
| 1969 | F-3159 | 949.33 | 562.08 |
| 1969 | F-3452A | 80.30 | 60.23 |
| 1969 | F-3874A | 385.40 | 289.05 |
| 1969 | F-4385 | 426.23 | 319.65 |
| 1969 | F-4732A | 382.28 | 286.00 |
| 1969 | F-4921A | 114.20 | 85.65 |
| 1969 | F-5240 | 117.85 | 88.40 |
| 1969 | F-5287A | 75.22 | 37.61 |
| 1969 | F-5296 | 130.61 | 97.96 |
| 1969 | F-5304A | 175.90 | 132.00 |
| 1969 | F-5310 | 216.00 | 162.00 |
| 1969 | F-5327 | 374.66 | 280.00 |
| 1969 | H-1 | 140.14 | 107.80 |
| 1970 | H-5 | 880.95 | 564.21 |
| 1969 | H-212 | 281.11 | 210.00 |
| 1970 | N-4009 | 25.09 | 18.00 |
| 1970 | N-4019 | 28.37 | 21.27 |
| 1970 | N-4143 | 178.24 | 160.42 |
| 1969 | N-4148 | 522.17 | 450.00 |
| 1969 | N-4871 | 122.73 | 92.05 |
| 1969 | N-4996 | 25.88 | 12.94. |

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Marzullo, Zydlo, Jambrone, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—42.

*Nays*—None.

### Corporation Counsel Authorized and Directed to Institute Foreclosure Proceedings for Delinquent Special Assessments.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

*Ordered,* That the Corporation Counsel is authorized and directed to file proceedings on account of delinquent special assessments against the parcels of property shown on the following tabulation, and the Committee on Finance is directed to transmit all documents in connection with said requests to the Corporation Counsel for action:

| *Parcel* | *Location* | *Owner* |
|---|---|---|
|  | 109 W. 95th St. | Bernard J. Holmes and Grace Holmes |
| 1 | 9525 S. Princeton Av. | Chicago Title & Trust Co., Tr. 53129 |
| 2 | 39 E. 99th Place | Harry Rubenstein |
| 3 | 1140 E. 90th St. | Joe Kraynik |
| 4 | 11714-11718 S. Wentworth Av. | Rena De Vries |
|  | 4407 S. Laramie Av. | Joseph Quinn |

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Marzullo, Zydlo, Jambrone, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—42.

*Nays*—None.

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### Execution of Lease Agreement Authorized between City, State of Illinois and Chicago Park District for Use of Certain Vacant Land Adjacent to Edens Highway.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. The Mayor is authorized to execute, the City Clerk to attest and the Commissioner of Public Works to execute an agreement by and between the City of Chicago and the Department of Public Works and Buildings of the State of Illinois, as lessors, and the Chicago Park District, as lessee, for the use of vacant land adjacent to the Edens Expressway at the southwesterly corner of N. Caldwell Avenue and N. Landers Avenue, substantially in the form previously approved in the Journal of the Proceedings of the City Council dated April 17, 1964, pages 2469 and 2470, after approval by the Corporation Counsel as to form and legality.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

On motion of Alderman Keane the foregoing pro-

posed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Marzullo, Zydlo, Jambrone, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—42.

*Nays*—None.

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## Acceptance of Quitclaim Deed to Property Authorized in Lieu of Filing Lien for Demolition of Dangerous Building at No. 750 S. Independence Blvd.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

WHEREAS, The City of Chicago, expended the sum of Two Thousand Five Hundred Forty-five and no/100th Dollars ($2,545.00) to demolish an open and vacant building located at No. 750 S. Independence Boulevard, Chicago, Illinois; and

WHEREAS, An offer was made by the owner of said property to convey the real estate to the City of Chicago in lieu of filing a lien; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the deed from Federal Housing Commissioner, to the City of Chicago, a copy of which is hereto attached, be accepted by the City of Chicago, conveying the following-described real estate, to wit:

Lot 13 in Sub. Block 3 in Howard's Subdivision of the North 2.309 acres of Block 23 in D. S. Lee and Others Subdivision of the Southwest quarter of Section 13, Township 39 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

SECTION 2. The City Comptroller is hereby authorized and directed to file for record in the Office of the Recorder of Deeds of Cook County, Illinois, the said deed.

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

This Indenture, Made the 9th day of July 1969 between George Romney, Secretary of Housing and Urban Development, of Washington, D. C., acting by and through the Federal Housing Commissioner, hereinafter referred to as Grantor, and the City of Chicago, a Municipal Corporation, hereinafter referred to as Grantee;

Witnesseth: That Grantor, for and in consideration of the sum of Ten Dollars ($10.00) to him in hand paid by Grantee, the receipt whereof is hereby acknowledged, and other valuable considerations, hereby grants, bargains, sells, remises, aliens, releases and quitclaims unto the said Grantee, forever, but without recourse, representation or warranty, all of his right, title and interest in and to that certain real estate situated in the County of Cook, State of Illinois, described as follows, to wit:

Lot 13 in Sub. Block 3 in Howard's Subdivision of the North 2.309 acres of Block 23 in D. S. Lee and Others Subdivision of the Southwest quarter of Section 13, Township 39 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois,

together with the appurtenances and all the estate and rights of the Grantor in and to said premises.

The interest of the Secretary of Housing and Urban Development was acquired pursuant to the provisions of the National Housing Act, as amended, (12 USC 1701 et seq.) and the Department of Housing and Urban Development Act (79 Stat. 667).

To Have and To Hold the premises herein granted unto the Grantee, its successors and assigns, forever.

In Witness Whereof, the undersigned has set his hand and seal as Assistant Federal Housing Commissioner, for and on behalf of the said Secretary of Housing and Urban Development, under authority and by virtue of Section 204(g) of the National Housing Act, as amended.

[Signature forms and Acknowledgment omitted]

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Marzullo, Zydlo, Jambrone, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—42.

*Nays*—None.

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## Negotiations Authorized for Acquisition of Property at Nos. 8632-8640 S. Stony Island Av. for Library Site.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

WHEREAS, The Board of Directors of the Chicago Public Library, by Resolution dated May 12, 1969, has duly approved and recommended the purchase of the following described property as and for a Branch Library site; and

WHEREAS, Said site for a Branch Library has been duly considered and approved by the Chicago Plan Commission on March 28, 1968; and

WHEREAS, The City Council has considered the recommendations and the approvals of said bodies; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. It is hereby determined and declared that it is useful, desirable and necessary to the City of Chicago, that the City of Chicago acquire the following property for a Library Building Site:

Lots 1 to 8, both inclusive, in Block 1 in Cepek's Subdivision, being a resubdivision of the East ½ of Southeast ¼ (except North ½ of North ½ thereof) of Section 35, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

SECTION 2. The Corporation Counsel is authorized to negotiate with the owner or owners for the purchase of the property described above. In case the Corporation Counsel is able to agree with the owner or owners of said property upon the purchase price thereof, he is authorized to purchase said property subject to the approval of the City Council.

SECTION 3. In case of the inability of the Corporation Counsel to agree with the owner or owners of said property or any part thereof, upon the purchase price thereof, or in case the owner or owners or any of them are incapable of consenting to the sale thereof, or in case the names or residences of said owner or owners are unknown, or they are non-residents of the State of Illinois, the Corporation Counsel shall institute and prosecute condemnation proceedings for the purpose of acquiring title to said property under the City's right of eminent domain, and said property is hereby declared to be useful, advantageous, desirable and necessary to the City of Chicago for the uses and purposes set forth above.

SECTION 4. This ordinance shall take effect and be in full force from and after its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Marzullo, Zydlo, Jambrone, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—42.

*Nays*—None.

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### Board of Education, Chicago Park District and Chicago Plan Commission Memorialized to Establish Full Playground in Certain Area in 4th Ward, and Request to Abandon Plans for Playground in Vicinity of Dr. Martin Luther King, Jr. High School.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed resolution transmitted therewith:

> *Resolved,* That the City Council of the City of Chicago hereby memorializes the Chicago Park District, the Chicago Plan Commission and other affected agencies to establish a full playground, as distinguished from a playlot or a totlot, in the area bounded by E. 42nd Place, S. Oakenwald Avenue, E. 43rd Street and S. Ellis Avenue; and
>
> *Be It Further Resolved,* That the City of Chicago hereby memorializes the Board of Education of the City of Chicago, the Chicago Park District and the Chicago Plan Commission to cancel and abandon any and all plans for a playground in the area immediately east of the property of the Dr. Martin Luther King, Jr. High School.

On motion of Alderman Keane the foregoing proposed resolution was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Marzullo, Zydlo, Jambrone, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—42.

*Nays*—None.

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### Repair or Reconstruction of Curbs and Gutters for Year 1970 Specifically Designated as M.F.T. Project and Expenditures Therefor Authorized (Section Curb and Gutter 1970).

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Authority is hereby given to repair or reconstruct curb and combined curb and gutter in various improved streets or State Highways. Where necessary, the project shall include new pavement, sidewalk, drainage structures and the adjustment of municipally-owned utilities lying adjacent to or in the path of said repair or reconstruction. The total cost of the project shall be not more than $3,600,000.00 and it shall be paid for from that part of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago. The project shall be known as "Section Curb and Gutter 1970".

SECTION 2. The Commissioner of Streets and Sanitation is hereby authorized to cause surveys, plans, specifications and estimate to be made for and to supervise the construction of the said improvement, all subject to the approval of the Department of Public Works and Buildings of the State of Illinois.

SECTION 3. The Purchasing Agent of the City of Chicago is hereby authorized to advertise and receive bids for the said improvement when approved by the Department of Public Works and Buildings of the State of Illinois and to enter into all necessary contracts therefor, or utilize City day labor forces in the construction of said improvement.

SECTION 4. The City Clerk is hereby directed to transmit two certified copies of this ordinance to the Division of Highways of the Department of Public Works and Buildings of the State of Illinois, through the District Engineer for District No. 10 of said Division of Highways.

SECTION 5. This ordinance shall be in force and effect from and after its passage and approval.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Marzullo, Zydlo, Jambrone, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—42.

*Nays*—None.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

### Supt. of Police Authorized and Directed to Issue a Permit to The Salvation Army to Conduct Tag Day.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

> *Ordered,* That the Superintendent of Police be and he is hereby authorized and directed to issue a permit to The Salvation Army to tag on the streets of Chicago on Friday, June 12, 1970. Should the weather on Friday, June 12, 1970, be inclement, then the Superintendent of Police is authorized to permit The Salvation Army to tag on the streets of Chicago on Friday, June 19, 1970.

**On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:**

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Marzullo, Zydlo, Jambrone, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—42.

*Nays*—None.

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### Authority Granted for Payments of Hospital, Medical and Nursing Services Rendered Certain Injured Members of Fire and Police Depts.

The Committee on Finance submitted a report recommending that the City Council pass a proposed order transmitted therewith, to authorize payments of hospital, medical and nursing services rendered certain injured members of the Fire and Police Departments.

On motion of Alderman Keane the said proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Marzullo, Zydlo, Jambrone, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—42.

*Nays*—None.

The following is said order as passed:

> *Ordered,* That the City Comptroller is authorized and directed to issue vouchers, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department herein named, provided such members of the Police Department shall enter into an agreement in writing with the City of Chicago to the effect that, should it appear that any of said members of the Police Department have received any sum of money from the party whose negligence caused such injury, or have instituted proceedings against such party for the recovery of damage on account of such injury or medical expense, then in that event the City shall be reimbursed by such member of the Police Department out of any sum that such member of the Police Department has received or may hereafter receive from such third party on account of such injury or medical expense, not to exceed the amount that the City may, or shall, have paid on account of such medical expense, in accordance with Opinion No. 1422 of the Corporation Counsel of said City, dated March 19, 1926. The payment of any of these bills shall not be construed as an approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of such claims, as allowed, is set opposite the names of the injured members of the Police Department, and vouchers are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937:

| | |
|---|---|
| Joseph Jackson, 372215, District 10; injured April 21, 1969 | $ 899.25 |
| Edmund R. Lacny, 488362, District 9; injured January 10, 1969 | 45.00; |

and

> *Be It Further Ordered,* That the City Comptroller is authorized and directed to issue vouchers, in conformity with the schedule herein set forth, to physicians, hospitals, nurses and other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Fire and the Police Departments herein named. The payment of any of these bills shall not be construed as an approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of said claims is set opposite the names of the injured members of the Fire and the Police Departments, and vouchers are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937:

| | |
|---|---|
| William H. Bogue, 05727, District 11; injured November 1, 1969 | $ 13.00 |
| Charles P. Boucher, 063407, District 2; injured June 15, 1969 | 37.50 |
| John T. Bribiesca, 073260, District 13; injured July 5, 1969 | 13.00 |
| Harold L. Brooks, 076563, District 3; injured November 14, 1969 | 19.00 |
| William R. Brown, 081225, Police Training Division; injured November 28, 1969 | 45.00 |
| James D. Browne, 081501, District 4; injured November 16, 1969 | 26.00 |
| Frank Buttitta, 094535, Task Force; injured November 18, 1969 | 15.00 |
| James E. Campbell, 101562, District 8; injured November 16, 1969 | 22.35 |
| John P. Carey, 106088, District 2; injured November 9, 1969 | 10.00 |
| Philip J. Carr, 109027, District 9; injured November 20, 1969 | 29.50 |
| George R. Cartwright, 111843, District 2; injured August 22, 1969 | 40.00 |
| John R. Cioe, 12544, Detective Division; injured November 5, 1969 | 53.50 |
| Hector R. Cisner, 125967, District 19; injured November 4, 1969 | 11.00 |
| Walter A. Conrad, Jr., 142759, District 13; injured May 13, 1969 | 24.00 |
| Jesse D. Cox, 153157, District 21; injured October 12, 1969 | 16.00 |
| Esmagde N. Cristia, 156280, Bureau of Inspectional Services; injured July 5, 1969 | 13.25 |

| | |
|---|---|
| James J. Creighton, 155664, District 5; injured November 30, 1969 | $32.00 |
| Carlo S. Cudio, 159200, District 11; injured October 28, 1969 | 10.00 |
| Kenneth E. Cullen, 159746, District 13; injured October 24, 1969 | 17.00 |
| Kenneth E. Cullen, 159746, District 13; injured October 27, 1969 | 16.00 |
| Anthony Cutaia, 164335, District 18; injured August 15, 1969 | 10.00 |
| Thomas E. Deasey, 180142, District 4; injured November 14, 1969 | 46.00 |
| Darryl R. DeYoung, 179273, District 6; injured October 31, 1969 | 60.00 |
| Peter F. Dignan, 190553, District 3; injured December 2, 1969 | 15.00 |
| Kenneth G. Dixon, 192820, District 13; injured May 30, 1969 | 13.00 |
| Giachino W. Donatello, 196592, Traffic Division; injured November 7, 1969 | 44.00 |
| Angelo Donegan, 196726, District 3; injured November 7, 1969 | 20.50 |
| Angelo Donegan, 196726, District 3; injured November 27, 1969 | 19.50 |
| Robert Edwards, 218537, District 5; injured October 26, 1969 | 334.00 |
| Michael Fabsits, 229002, Task Force; injured November 18, 1969 | 25.00 |
| Paul E. Fairchild, 230414, District 12; injured October 9, 1969 | 10.00 |
| Stanley R. Farganus, 232070, District 18; injured June 11, 1969 | 53.15 |
| Thomas S. Ferry, 237613, District 3; injured November 18, 1969 | 27.50 |
| Richard D. Filas, 238808, District 18; injured October 1, 1969 | 15.00 |
| Louis J. Frazer, 258951, District 21; injured June 27, 1969 | 40.00 |
| Ervin M. Frohnauer, 261786, District 13; injured August 20, 1969 | 32.00 |
| Robert J. Garber, 268893, District 18; injured November 8, 1969 | 10.00 |
| Rocco V. Garramone, 270296, District 13; injured November 7, 1969 | 31.00 |
| Charles V. Gentile, 276399, District 11; injured September 22, 1969 | 13.50 |
| John J. Glover, 286775, Bureau of Inspectional Services; injured October 1, 1969 | 13.00 |
| Stephen E. Glynn, 287097, Task Force; injured November 24, 1969 | 13.00 |
| Frederick Gober, 287302, District 20; injured August 26, 1969 | 28.50 |
| Edward J. Gremo, 302548, District 14; injured October 26, 1969 | 22.00 |
| Marcus Grey, 302841, District 6; injured November 19, 1969 | 90.00 |
| Ignatius K. Grimaldi, 305286, District 19; injured November 27, 1969 | 10.00 |
| William J. Hacker, 312225, District 2; injured July 16, 1969 | 498.00 |
| Willie V. Harper, 322770, District 11; injured September 17, 1969 | 25.00 |
| Dennis G. Hayes, 330913, Task Force; injured November 18, 1969 | 15.00 |
| Raymond M. Hederman, 334719, Detective Division: injured July 27, 1969 | 32.50 |
| Wayne K. Heimann, 336178, Task Force; injured February 8, 1968 | $11.00 |
| James C. Blomstrand, 054816, District 1; injured September 30, 1969 | 206.20 |
| Paul W. Meyer, 548552, District 11; injured July 15, 1969 | 257.50 |
| Edward B. Stanski, 772774, Traffic Division; injured October 9, 1969 | 486.90 |
| Arthur Cienchanowski, 124682, District 4; injured September 25, 1969 | 203.80 |
| Edward C. Beale, 035003, District 7; injured August 19, 1969 | 178.55 |
| Marshall V. Christopher, 123294, District 13; injured August 31, 1969 | 555.15 |
| Guy A. Cuthbert, 164404, Automotive Maintenance Division; injured September 16, 1969 | 313.00 |
| Richard H. Holman, 352995, Traffic Division; injured April 17, 1969 | 180.00 |
| Lewis F. Jones, 390126, District 21; injured January 2, 1969 | 1,426.25 |
| Randall C. Kalemba, 396511, District 11; injured February 25, 1969 | 1,126.00 |
| William McInerney, 533646, Detective Division; injured April 14, 1969 | 390.00 |
| John Montgomery, 563020, Task Force; injured August 13, 1969 | 2,797.65 |
| Thomas D. Munyon, 576943, Detective Division; injured August 29, 1969 | 204.00 |
| Patrick T. O'Brien, 604371, District 3; injured September 12, 1969 | 930.40 |
| John G. Wright, 882389, District 13; injured August 31, 1969 | 454.10 |
| Clarence J. Berger, Firefighter, Engine Co. No. 115; injured October 26, 1968 | 100.00 |
| Edmund J. Wall, 2nd Deputy Fire Marshall, Headquarters; injured April 8, 1964 | 1,883.00. |

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### Authority Granted for Payments of Miscellaneous Refunds, Compensation for Property Damage, Etc.

The Committee on Finance submitted a report recommending that the City Council pass a proposed order transmitted therewith, to authorize payment of miscellaneous claims.

On motion of Alderman Keane the said proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Marzullo, Zydlo, Jambrone, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—42.

*Nays*—None.

**The following is said order as passed:**

*Ordered,* That the City Comptroller is authorized and directed to pay to the following-named person the amount set opposite his name, same to be in full settlement for damage to vehicle and to charge same to Account No. 100.9112.934 (Department of Human Resources):

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| St. James R.C. Church, Rev. Michael Pawelek, 5730 W. Fullerton Av. | 10-29-69—W. Washington St. | $185.43; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named person the amount set opposite their name, same to be in full settlement for damage to property and to charge same to Account No. 100.9112.-934 (Department of Urban Renewal):

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Clark Oil and Refining Corp., c/o Thomas A. Doyle, 8530 W. National Av., Milwaukee, Wis. 53227 | 11-17-69—4701 S. State St. | $57.56; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named persons the respective amounts set opposite their names, same to be in full settlement for building permit refunds and to charge same to Account No. 100.9112.934 (Department of Buildings):

| *Name and Address* | *Permit No.* | *Amount* |
|---|---|---|
| R. Klepitsch, c/o Mar/K Enterprises, 2553 W. Morse Av. | B-411336 | $126.80 |
| St. James Catholic Church, Egyptian Const. Co. Inc., 12121 W. Higgins Rd., P.O. Box 457, Des Plaines | B-400285 | 544.20; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named persons the respective amounts set opposite their names, same to be in full settlement for personal injuries on the date and at the location indicated, and to charge same to Account No. 100.9112.-934 (Streets & Sanitation):

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Lulu McManus, 5625 N. Winthrop Av. | 11-17-69—W. Wilson Av. and N. Broadway | $21.00 |
| Manuel Mercado, 612 N. Lotus Av. | 12-23-69—632 N. Lotus Av. | 34.55; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named person the amount set opposite his name, same to be in full settlement for damage to vehicle on the date and at the location indicated, and to charge same to Account No. 100.9112.934 (Dept. of Consumer Sales, Weights & Measures):

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| William A. Ryan, 10857 S. Drake Av. | 12-2-69—W. Devon Av. and N. Harlem Av. | $300.00; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named persons the respective amounts set opposite their names, same to be in full settlement for damage to property and/or vehicle as indicated, and to charge same to Account No. 100.9112.934 (Fire Department):

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Morton Lewis, 844 W. 14th St. | 12-9-69—840 W. 14th St. | $ 28.58 |
| Samuel Gogol, 6644 N. Washtenaw Av. | 12-9-69—W. Albion Av. and N. Western Av. | 40.50 |
| Hathaway Thornton Agency and Jerry W. Smith, 6915 Hohman Av., P.O. Box 4055, Hammond, Ind. 46324 | 10-8-69—Near Wisconsin Steel Works | 323.10 |
| Volkswagen Ins. Co. and Mary Bohlman, 1211 W. 22nd St., Suite 1017, Oak Brook, Ill. 60521 | 12-9-69—2337 W. Lawrence Av. | 184.29 |
| Walter Griegel, 3416 S. Lowe Av. | 1-27-70—E. Balboa Dr. | 400.00; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named persons the respective amounts set opposite their names, same to be in full settlement for damage to vehicles on the dates and at the locations indicated, and to charge same to Account No. 100.9112.934 (Police Department):

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Roosevelt Base, 2233 S. Kirkland Av. | 7-11-68—S. Spaulding Av. and W. Roosevelt Rd. | $120.50 |
| Robert P. Searles, M.D., Chicago Wesley Memorial Hospital, 250 E. Superior St. | 9-5-69—245 E. Superior St. | 108.74 |
| Liberty Mutual Ins. Co., Michael Baer, 2226 N. Burling St., Apt. 4 | 9-5-69—416 W. Fullerton Av. | 159.23 |
| Glenn M. Radzik, 7206 W. Wellington Av. | 10-8-69—7206 W. Wellington Av. | 390.90 |
| Kenneth C. Mettler Jr., 2448 W. Warner Av. | 10-8-69—1610 N. Drake Av. | 109.90 |
| Benoit McClore, 1532 S. Spaulding Av. | 10-29-69—1614 S. Kedzie Av. | 477.00 |
| Mr. L. Romanic, 611 N. Latrobe Av. | 10-29-69—N. Central Av. and W. North Av. | 85.40 |
| Carlos Lopez, 5007 N. Sawyer Av. | 10-29-69—500 North on Kennedy X-way | 224.10 |
| Walter C. Budzisz, 4914 W. Deming Pl. | 10-29-69—S. State and E. Harrison Sts. | 31.30 |
| Gerald B. Bruver, 434 W. Wellington Av., Apt. 301 | 10-29-69—N. Stockton Dr. and W. Webster Av. | 112.56 |

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| James A. Poupore, 5219 W. 25th Pl. | 10-29-69—4248 S. Kedzie Av. | $100.62 |
| Betty E. Cotter, 129 S. Michigan Av., Addison, Ill. 60101 | 10-29-69—6444 N. Sheridan Rd. | 162.20 |
| State Farm Ins. Co., Charles W. Gast, 9800 Milwaukee Av., Des Plaines, Ill. 60016 | 10-29-69—N. Ashland Av. and W. Irving Park Rd. | 151.58 |
| Jorge Tovar, 346 N. Pine St. | 11-17-69—W. Madison St. and N. Central Av. | 80.61 |
| Lloyd T. Petersen, 4950 W. Augusta Blvd. | 11-17-69—4950 W. Augusta Blvd. | 86.62 |
| Alonzo Hughes, 3503 W. Franklin Blvd. | 11-17-69—W. Ohio St. and N. St. Louis Av. | 159.15 |
| Amy R. Greene, 7705 S. St. Louis Av. | 11-17-69—W. 36th Pl. and S. Kedzie Av. | 194.12 |
| William J. Painter, 1146 W. Roosevelt Rd. | 11-17-69—1146 W. Roosevelt Rd. | 193.36 |
| Dewey Ins. Agency, Inc., Walter M. Pula Sr., 505 S. LaGrange Rd., LaGrange, Ill. 60526 | 12-2-69—S. Archer Av. and S. Wood St. | 70.00 |
| William Gamboney, 5132 W. Madison St. | 12-2-69—W. 31st St. and S. Princeton Av. | 205.65 |
| Fred Shepp, 1435 W. Lill Av. | 12-2-69—1822 W. Fillmore St. | 289.45 |
| Warner Williamson, 1049 W. 79th St. | 12-2-69— | 34.00 |
| William J. Coyle, 45 W. Adams Dr., Addison, Ill. 60101 | 12-9-69—W. Fillmore St. between S. Wood St. and S. Wolcott Av. | 39.00 |
| Jack L. Cohen, c/o H. Burton Schatz, 1 N. LaSalle St. | 1-5-70—501 E. 79th St. | 86.50 |
| Max C. Hohl, 35 E. 117th St. | 1-5-70—E. 115th St. and S. Michigan Av. | 39.79 |
| Venita Walker, 8025 S. Champlain Av. | 1-19-70— | 10.00 |
| Fireman's Fund, c/o John Wardrope, 1 N. LaSalle St. | 1-27-70— | 215.50; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named persons the respective amounts set opposite their names, same to be in full settlement for damage to property on the date and at the location indicated, and to charge same to Account No. 100.9112.934 (Police Department):

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Zeferino Padilla, 1121 S. Racine, Av. (2nd Floor) | 9-5-69—1121 S. Racine Av. | $154.75 |
| Alphonso and Daisy Ingram, 8201 S. Justine St. | 10-29-69—8205 S. Justine St. | 54.95 |
| Nancy Atwater, c/o Irving G. Steinberg, 180 W. Washington St., Suite 403 | 12-2-69—4359 S. Indiana Av. | 50.00; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named persons the respective amounts set opposite their names, same to be in full settlement for damage to vehicles on the date and at the location indicated, and to charge same to Account No. 100.9112.934 (Streets and Sanitation):

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Motors Ins. Corp. and Christine Lopez, 5930 N. Lincoln Av. | 11-15-67 | $236.38 |
| S. Sanchez, 2101 W. Erie St. | 1-31-69—2101 W. Erie St. | 200.00 |
| Louis Seay, 229 E. 90th St. | 6-23-69—E. 63rd between S. Prairie Av. and S. Calumet Av. | 67.25 |
| James C. Rabus, 9949 S. Yates Av. | 7-29-69—E. 103rd St. and S. Doty Av. | 168.54 |
| Mario Fiorita, 1125 N. Long Av. | 9-5-69—W. Potomac Av. and W. Crystal St. | 25.00 |
| Issac Matthews, c/o Allstate Ins., 9933 N. Lawler Av., Skokie, Ill. 60076 | 9-5-69—9725 S. Genoa Av. | 205.43 |
| Rev. Herbert H. Duenow, Route 1, Box 240, Prairie View, Ill. | 9-5-69—N. State St. and E. Randolph St. | 125.05 |
| McKinley Murray, 1327 W. Grenshaw, Apt. 432 | 9-5-69—3656 W. Ohio St. | 275.00 |
| Edward Scanlan, 1241 W. Roscoe St. | 9-5-69—2740 W. Wellington Av. | 198.31 |
| Victor J. Grieco, 405 S. Chester St., Park Ridge, Ill. | 9-5-69—W. Diversey Av. and N. Rockwell St. | 87.91 |
| B. Carstens, 3312 S. Western Av. | 9-17-69—3305 S. Western Av. | 262.20 |
| Leland T. Montgomery, 1727 W. 103rd St. | 10-8-69—E. 103rd St. and S. Doty Av. | 49.30 |
| James Markevicius, 5809 S. Maplewood Av. | 10-8-69—W. 37th St. and S. Paulina Av. | 30.00 |
| Robert J. Lundt, 3518 W. Montrose Av. | 10-8-69—3512 W. Montrose Av. | 117.03 |

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Allstate Ins. and John Morrice, 1811 N. Main St., Wheaton, Ill. 60187 | 11-17-69—310 W. Madison St. | $126.75 |
| Lillian Jefferson, 11647 S. Morgan St. | 11-17-69—11647 S. Morgan St. | 80.00 |
| G. E. Stein, 2115 E. 22nd Place, Sauk Village, Ill. 60411 | 10-29-69—W. 32nd Pl. and S. Racine Av. | 200.30 |
| Donald Mabley, 6829 N. Oleander Av. | 12-9-69— | 100.85 |
| International Harvester, c/o F. W. Toland, 2665 N. Elston Av. | 12-23-69—611 W. Roosevelt Rd. | 43.00; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named persons the respective amounts set opposite their names, same to be in full settlement for damage to property and to charge same to Account No. 100.9112.934 (Streets and Sanitation—Bureau of Sanitation):

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Moses Scott, 7915 S. Paxton Av. | 10-9-68—7915 S. Paxton Av. | $40.00 |
| Joseph Kociniewski, 4814 W. Altgeld St., | 11-15-68—4814 W. Altgeld St. | 120.00 |
| Dan Belloc, 4849 N. Milwaukee Av. | 10-29-69—4849 N. Milwaukee Av. | 1,500.00 |
| Alexander McCambridge, 18 W. Brayton St. | 7-29-69—18 W. Brayton St. | 90.00 |
| Raymond Rovello, 6616 S. Pulaski Rd. | 10-29-69—6616 S. Pulaski Rd. | 1,000.00 |
| American Petrochemical Corp., 2623 W. Grand Av. | 11-17-69—2623 W. Grand Av. | 150.00 |
| Mr. and Mrs. Gus Panos, 111 W. Washington St., c/o Mr. Springer | 1-19-70—5517 S. Paulina St. | 50.00 |
| John D. Harrison, 4741 S. Shields Av. | 1-19-70—4741 S. Shields Av. | 29.27 |
| Robert Reeves, 8159 W. Irving Park Rd. | 1-27-70—8159 W. Irving Park Rd. | 16.67 |
| Mrs. Gertrude Heimonen, 3845 S. Wolcott Av. | 1-27-70—3845 S. Wolcott Av. | 130.00; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named persons the respective amounts set opposite their names, same to be in full settlement for damage to vehicles on the date and at the location indicated, and to charge same to Account No. 100.9112.934 (Streets and Sanitation—Bureau of Equipment):

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Joseph Byrne, 1620 N. Bosworth Av. | 10-29-69—1620 N. Bosworth Av. | $88.35 |
| Allstate Ins. and Chester M. Ray, 9933 N. Lawler Av., Skokie 60076 | 10-29-69—3407 N. Hamlin Av. | 179.08 |
| Leo Dzierzbicki, 7036 N. Ottawa Av. | 12-9-69—6949 W. Higgins Av. | 220.53; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named persons the respective amounts set opposite their names, same to be in full settlement for damage to vehicles on the date and at the location indicated, and to charge same to Account No. 100.9112.934 (Streets and Sanitation—Bureau of Electricity):

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| A. D. Jones, 2855 W. Flournoy St. | 9-17-69—2855 W. Flournoy St. | $270.71 |
| State Farms Ins., Harold E. Zedler, 9800 Milwaukee Av., Des Plaines 60016 | 10-29-69—2322 S. Ashland Av. | 30.00; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named persons the respective amounts set opposite their names, same to be in full settlement for refunds on liquor licenses as indicated, and to charge same to Account No. 100.9112.934 (City Collector):

| *Name and Address* | *License No.* | *Amount* |
|---|---|---|
| Thomas A. Roberson, 219 E. Vermont Av., Villa Park, Ill. | 6120 | $465.00 |
| Dewey Santiago, 1059 N. Western Av. | H-81378 | 465.00 |
| Richard J. Sanhamel and George J. Botich, 6321 N. Ridge Av. | H-78427 | 465.00 |
| 542 W. Madison Delicatessen & Liquors, Inc., c/o Anthony J. Poulos, 540 W. Madison St. | 3911 | 410.72 |
| Richard H. Weyker, 3721 N. Ottawa Av. | 6606 | 382.24 |
| Daniel G. Martinez, 481 W. 26th St. | H-79406 | 465.00 |
| Emil Wolper, 233 N. Beaubien Ct. | 7227 | 465.00 |
| Michael A. Anastasia, 3158 W. 88th St., Evergreen Park 60642 | H-84053 | 465.00 |
| Nicy Hadley, 6000 S. Sangamon St. | H-79077 | 465.00 |
| Tommie Harvey, 8301 S. Ashland Av. | H-71638 | 465.00; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named persons the respective amounts set opposite their names, same to be in full settlement for damage to property and/or vehicles as indicated, and to charge same to Account No. 330.9112.934 (Streets and Sanitation—Bureau of Forestry):

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Richard A. Norman, 5757 N. Sheridan Rd. | 10-8-69—N. Hoyne and W. Birchwood Aves. | $344.01 Vehicle |
| Patrick McGivney, 11042 S. Ridgeway Av. | 12-2-69—11042 S. Ridgeway Av. | 56.60 Vehicle |
| Frank Stanke, 4455 N. Moody Av. | 10-8-69—4455 N. Moody Av. | 129.00 Property |
| M. Schmidt, 6663 N. Ogallah Av. | 10-29-69—6663 N. Ogallah Av. | 45.00 Property |
| Mrs. Rubynn M. English, 7430 S. Prairie Av. | 10-29-69—6117 S. Bishop St. | 59.00 Property |
| Frank Matthesius, 4435 N. Manor Av. | 12-2-69—4434 N. Manor Av. | 75.00 Property |
| Ronald Pompilio Const., 2045 N. Emerson Av., Melrose Park, Ill. | 12-23-69—7900 W. Addison St. | 230.00 Vehicle |
| Edison Park United Methodist Church, c/o W. L. Gustin, Pastor, W. Pratt Av. at N. Oliphant Av. | 1-19-70—Edison Park Community | 22.00; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named persons the respective amounts set opposite their names, same to be in full settlement for refunds on various licenses as indicated, and to charge same to Account No. 100.9112.934 (City Collector):

| *Name and Address* | *License No.* | *Amount* |
|---|---|---|
| Cottrell Lee, 6511 S. Carpenter St. | 208 Peddler or Cart | $12.50 |
| Jim and Hazel Nallen, 6954 Higgins Road | H-39567 | 11.65 |
| Gordon Baking Co., 9671 Carey Av., Schiller Park, Ill. | 60 to 137 Bakery | 30.00 |
| Florence A. Ferman, 225 W. 43rd St. | 14093 Tobacco | 50.00 |
| Julius Bernard, 2515 W. 38th St. | 235223 Chauffeur | 5.00 |
| Poole Bros., Inc., 400 S. Jefferson St. | 176 Fuel Oil | 25.00 |
| Medgar Evans Elk Lodge, Carter Jones, 4654 W. Madison St. | H-79341 Liquor Club | 50.00 |
| 5912-14 W. Madison, Inc., c/o Spyro Chipain, 1104 N. Elmwood, Oak Park, Ill. | 242 Food Dispenser | 90.50 |
| James Bradley, 116 S. Wolcott Av. | H-78145 Tobacco | 50.00 |
| Augusta J. MacFarlane, 10330 S. Avers Av. | 64378 Dog | $ 2.00 |
| Joe Kirschner, 2704 W. Morse Av. | 25 Food Dispenser | 30.50 |
| Albert Curtis, 2015 W. Montrose Av. | 75 Food Dispenser | 20.00 |
| Randy's No. 2 Cut Rate Liquors Inc., 7059 S. Halsted St. | 3961 Tobacco | 50.00 |
| Material Service Div., General Dynamics Corp., 300 W. Washington St. | 1832<br>1833<br>1834<br>1835<br>Flammable Liquids | 434.50<br>465.30<br>412.50<br>385.00 |
| Markstone Mfg. Co., c/o Erich Benedikt, 1240 N. Homan Av. | 343 Fuel Oil Storer | 40.00 |
| Joseph Heretik, 9 Robinhood Ranch, Hinsdale, Ill. 60521 | 4 Milk Plant | 20.00 |
| Garry A. Gurvey, 6020 N. Winchester Av. | 59239 Dog | 2.00; |

and

*Be It Further Ordered,* That the Commissioner of Water and Sewers is authorized and directed to pay to the following-named persons the respective amounts set opposite their names, same to be in full settlement, for water rebates and to charge same to Account No. 200.8220.935 (Water and Sewers):

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Joseph Caroddo, 12035 S. Normal Av. | 4-17-69—11726 S. Prairie Av. | $39.57 |
| M. Mercuri, 1056 N. Central Av. | 7-29-69—1056 N. Central Av. | 72.09 |
| Mrs. P. O'Donnell, 5807-09 W. Washington Blvd. | 9-5-69—5807-09 W. Washington Blvd. | 62.22 |
| Svithoid Singing Club, c/o Henri Elmlund, 624 W. Wrightwood Av. | 11-17-69—628-630 W. Wrightwood Av. | 625.71; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named persons the respective amounts set opposite their names, same to be in full settlement for damage to property and/or vehicles and to charge same to Account No. 200.9112.935 (Water and Sewers):

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Peoples Gas Light & Coke Co., c/o R. S. Wozniak, 122 S. Michigan Av. | 4-9-69—W. 77th St. and S. Ada St. | $145.53 Property |
| Frank Hanlon, 1445 N. Parkside Av. | 11-17-69—1445 N. Parkside Av. | 170.00 Property |
| James Johnson, 11830 S. Loomis St. | 9-17-69—11830 S. Loomis St. | 225.00 Vehicle |

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Keystone Car Leasing Corp., 3111 W. Lawrence Av. | 11-17-69—W. Division and N. LaSalle Sts. | $ 40.00 Vehicle |
| Herman L. Getner, 5650 N. Sheridan Rd. | 12-2-69—Glenlake near Broadway | 154.11 Vehicle |
| Mrs. Lola Cartuyvels, 1853 N. Washtenaw Av. | 12-2-69—2343 N. California Av. | 124.00 Vehicle |
| Mrs. Rose M. Weaver, 9820 S. Walden Pkwy. | 12-31-69—101st St. and Longwood Dr. | 114.65 Vehicle; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named persons the respective amounts set opposite their names, same to be in full settlement for refunds for vehicle licenses as indicated, and to charge same to Account No. 300.9112.990 (City Collector):

| *Name and Address* | *License No.* | *Amount* |
|---|---|---|
| Leslie J. DeGrott, M.D., 4901 S. Woodlawn Av. | U-62022 | $15.00 |
| Sylvia Schwartz, 3141 W. Jarlath St. | U-56099 | 30.00 |
| Ernest J. Dossin III, 920 W. Lakeside Place, Apt. 909 | U-343501 | 15.00 |
| Mrs. Marion Clay, 9568 S. Peoria St. | U-695306 | 15.00 |
| John Poore, 4441 N. Christiana Av. | X-143879 | 7.50 |
| Lenwood Robinson Jr., 1038 W. 109th St. | U-687673 | 30.00 |
| Marie Schable, 4251 N. Richmond St. | U-587983 | 7.50 |
| Michael F. Kraske, 6009 W. Henderson St. | U-445028 | 30.00 |
| Arthur Karchmer, 7834 S. Coles Av. | U-445170 | 30.00 |
| Al's Tire & Supply Co., 8104 S. Cottage Grove Av. | U-666928 | 30.00 |
| Bonnie Von Wachenfeldt, 2901 Dr. Martin Luther King Jr., Dr. | X-304478 | 15.00 |
| Gernot Gruber, 5132 N. Odell Av., Harwood Heights, Ill. 60656 | U-366134 | 15.00 |
| Franklin Feder, c/o J. Strilky, 520 Stratford Place | U-411836 | 30.00 |
| Russell E. Osburne, 1928 N. Albany Av. | U-822910 | 7.50 |
| Noe Martinez, 2130 N. California Av. | B-32711 | 16.75 |
| Themistoclis Karachristos, 445 Meder St., Santa Cruz, Calif. 95060 | U-577791 | 30.00 |
| Ruth Lillian House, 6448 S. Eberhart Av. | U-773997 | 7.50 |
| Julius F. Harms III, 715 N. Central Park Av. | U-58040 | 30.00 |
| Lansing B. Warner, Inc., c/o W. L. Springborn, 4210 W. Peterson Av. | U-429756 | 30.00 |
| Joan Cosentino, 5243 W. Eddy St. | U-446794 | 15.00 |
| Delbert W. Arms, 6217 N. Winthrop Av. | U-735061 | $ 15.00 |
| Martin J. Mulvihill, 1329 N. Harlem Av., Oak Park, Ill. 60302 | U-415118 | 30.00 |
| Frank Jostock, 6347 W. Berteau Av. | U-421052 | 7.50 |
| Estate of John L. Richards, c/o Mrs. Richards, 5631 S. Melvina Av. | X-345 | 15.00 |
| Daniel M. Chuick, 7171 W. Gunnison St., Harwood Heights, Ill. 60656 | U-402991 | 30.00 |
| Ted Elizia Sr., 6135 S. Drexel Av. | X-442307 | 15.00 |
| Eden M. Ostermeier, 2036 N. Cleveland Av. | X-216177 | 15.00 |
| Walter Plac, 3042 W. 40th St. | U-74021 | 30.00 |
| Herman C. Sievers Co., 5725 W. Chicago Av. | U-475927 | 30.00 |
| | U-475928 | 30.00 |
| | U-475929 | 30.00. |

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## *Action Deferred*—ON PROPOSED RESOLUTION REQUESTING PUBLIC BUILDING COMMISSION TO CONSTRUCT TWENTY-EIGHT URGENTLY NEEDED PROJECTS CONTAINED IN 1969-1973 CAPITAL IMPROVEMENTS PROGRAM.

The Committee on Finance submitted the following report, which was, at the request of two aldermen present (Alderman Cousins and Alderman Simon) *Deferred* and ordered published:

CHICAGO, February 25, 1970.

***To the President and Members of the City Council:***

Your Committee on Finance to which was referred a communication dated January 27, 1970 from the Office of the Mayor transmitting a resolution requesting the Public Building Commission of Chicago to construct 28 urgently needed projects required for the economical and effective furnishing of essential public health and safety service to its citizens, contained in 1969-1973 Capital Improvements Program approved by the Chicago Plan Commission, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed resolution transmitted herewith.

This recommendation was concurred in by viva voce vote of members of the committee.

**Respectfully submitted,**
**(Signed) THOMAS E. KEANE,**
***Chairman.***

The following is the proposed resolution transmitted with the foregoing committee report:

*Whereas,* The City Council of the City of Chicago has received from the Chicago Plan Commission its approved program for capital improvements for the years 1969-1973; and

*Whereas,* Many of these urgently needed projects affecting the health, safety and welfare of the citizens will not be able to be constructed because of the inadequacy of existing general obligation bond funds; and

*Whereas,* The Legislature of the State of Illinois has, under the Public Building Commission Act, provided an alternate means for meeting the urgent needs of local public bodies for buildings, improvements and facilities required in the furnishing of essential governmental health, safety and welfare services to its citizens; and

*Whereas,* The City Council of the City of Chicago on March 28, 1956, passed a resolution creating the "Public Building Commission of Chicago"; and

*Whereas,* The Public Building Commission of Chicago has heretofore facilitated the construction of urgently needed public improvements, namely: the Chicago Civic Center to provide space for courts, the Board of Health, and other public offices; the renovation of the City Hall; and has undertaken, at the request of the Board of Education of the City of Chicago, the construction of 20 new School-Park projects; now, therefore,

Be It Resolved, That the City Council of the City of Chicago does hereby request the Public Building Commission of Chicago to forthwith undertake the following projects which are essential to the health, safety and welfare of the City of Chicago:

| *Capital Improvements Reference No.* | *Project and Location* | *Approximate Square Foot Gross Area* |
|---|---|---|
| 14007 | Fire Station—67th and King Drive Vicinity | 12,000 |
| 14011 | Fire Station—Washington and Leavitt Vicinity | 12,000 |
| 14016 | Fire Station—59th and Loomis Vicinity | 12,000 |
| 14018 | Fire Station—1713 North Springfield | 12,000 |
| 14020 | Fire Station—2225 West 51st Street | 12,000 |
| 14021 | Fire Station—Cortland and Damen Vicinity | 12,000 |
| 14022 | Fire Station—6238-48 North California | 12,000 |
| 14023 | Catherine and Pueblo Vicinity | 12,000 |
| 14025 | Fire Station—79th and Michigan Vicinity | 12,000 |
| 14026 | Fire Station—43rd and Ashland Vicinity | 12,000 |
| 14027 | Fire Station—15th and Ashland Vicinity | 12,000 |
| 15001 | 4th Area—11th District Police Facility — Sacramento Boulevard and Harrison Street | 115,000 |
| 15002 | 6th Area—19th District Police Facility — Lincoln, Damen and Irving Park | 115,000 |
| 15202 | Police Headquarters—New South Wing | 150,000 |
| 15203 | Police Headquarters—New Police Academy | 100,000 |
| 15204 | Police Headquarters—Multi-Story Garage | 1,200 Cars |
| 16012 | New Ward Office—12th and 22nd Wards | 5,600 |
| 16014 | New Ward Office—14th Ward | 4,600 |
| 16023 | New Ward Office—23rd Ward | 4,600 |
| 16024 | New Ward Office—24th and 29th Wards | 5,600 |
| 16047 | New Ward Office—47th and 50th Wards | 5,600 |
| 16401 | Bulk Refuse Reduction Equipment—103rd and Doty Avenue | |
| 16403 | Bulk Refuse Reduction Equipment—Southwest Area | |
| 16404 | Refuse Compaction Facility—West Area | |
| 16405 | Refuse Compaction Facility—North Area | |
| 16500 | Incinerator Residue Disposal Site—Southwest Side | 12,000,000 C.Y. |
| 18601 | Community Health Center—West Side | 55,000 |
| 18603 | Community Health Center—North Side | 55,000;and |

Be It Further Resolved, That the City Council of the City of Chicago understands that, in connection with these projects, it will be necessary for the City of Chicago to enter into a net lease or leases, non-cancelable in any event, with the Public Building Commission of Chicago, under the terms of which the City of Chicago will be required to pay such amounts of rent as will pay for all costs and expenditures incurred in connection with these projects, which costs and expenditures will be financed by the issuance of revenue bonds by the Public Building Commission of Chicago, and the principal and interest on which bonds will be amortized in not more than 20 years; and

Be It Further Resolved, That the City of Chicago does hereby further express its intent, as lessee of such projects, to operate and maintain the facilities and undertake the cost of such operation and maintenance all without right of reimbursement from the Public Building Commission of Chicago; and

Be It Further Resolved, That the City of Chicago will require that the leases to be entered into with the Public Building Commission of Chicago contain provisions for the conveyance or reconveyance to the City of Chicago by the Public Building Commission of Chicago of the property on which the facility is to be constructed, together with all buildings, structures or improvements located on said property, at such time as all principal and interest on the revenue bonds issued in connection with said project, and the accrued and unpaid expenses of the Commission with respect to such project have been paid in full.

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### *Action Deferred*—ON PROPOSED ORDINANCE FOR CONSTRUCTION OF MOTOR VEHICLE PARKING FACILITY AND RUNWAY AT CHICAGO-O'HARE INTERNATIONAL AIRPORT.

The Committee on Finance submitted the following report, which was, at the request of two aldermen present (Alderman Keane and Alderman Wigoda) *Deferred* and ordered published:

CHICAGO, February 25, 1970.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred a communication dated February 16, 1970 from the Law Department, transmitting an ordinance authorizing the plans and specifications for the construction of a Motor Vehicle Parking Facility and the construction of a 4R-22L Runway including the pertinent facilities therefor at the Chicago-O'Hare International Airport, be and the same is hereby approved and ordered placed on file with the City Clerk of the City of Chicago, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by viva voce vote of members of the committee.

Respectfully submitted,
(Signed) THOMAS E. KEANE,
*Chairman.*

The following is the proposed ordinance transmitted with the foregoing committee report:

*Whereas,* It is necessary and essential and in the public interest that there be constructed at the Chicago-O'Hare International Airport, a Motor Vehicle Parking Facility and a R4-22L Runway, including the pertinent facilities therefor; and

*Whereas,* In furtherance thereof, there has been presented to the City Council of the City of Chicago the plans and specifications for the construction of said Motor Vehicle Parking Facility and the construction of the 4R-22L Runway, including the pertinent facilities therefor, at the Chicago-O'Hare International Airport; and

*Whereas,* The City Council has examined said plans and specifications and has knowledge of the contents thereof; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

*Section 1.* That the plans and specifications for the construction of a Motor Vehicle Parking Facility and the construction of a 4R-22L Runway, including the pertinent facilities therefor, at the Chicago-O'Hare International Airport be, and the same hereby are, approved and ordered placed on file with the City Clerk of the City of Chicago.

*Section 2.* This ordinance shall be in full force and effect from and after its passage.

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### *Action Deferred*—ON PROPOSED ORDINANCE FOR EXECUTION OF PARKING FACILITY LEASE AT CHICAGO-O'HARE INTERNATIONAL AIRPORT PROVIDING FOR CONSTRUCTION OF PUBLIC PARKING FACILITY STRUCTURE, ETC.

The Committee on Finance submitted the following report, which was, at the request of two aldermen present (Alderman Keane and Alderman Wigoda) *Deferred* and ordered published:

CHICAGO, February 25, 1970.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred a communication dated February 16, 1970 from the Law Department, transmitting an ordinance authorizing the Mayor to execute and the City Clerk to attest and affix the seal of the City of Chicago upon contracts to provide for a Parking Facility Lease at Chicago-O'Hare International Airport, which lease provides for the construction of a public parking facility structure, and the construction of a new runway 4R-22L and the acquisition of land related thereto, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by viva voce vote of members of the committee.

Respectfully submitted,
(Signed) THOMAS E. KEANE,
*Chairman.*

The following is the proposed ordinance transmitted with the foregoing committee report:

Be It Ordained by the City Council of the City of Chicago:

*Section 1.* The Mayor is authorized to execute and the City Clerk to attest and affix the seal of the City of Chicago to leases to provide for a Parking Facility at Chicago-O'Hare International Airport, which leases provide for the construction of a public parking facility structure, the construction of a new runway 4R-22L and for the acquisition of land related thereto. Said leases are to be executed with Air Canada, Allegheny Airlines, Inc., American Airlines, Inc., Braniff Airways, Inc., Continental Air Lines, Inc., Delta Air Lines, Inc., Eastern Airlines, Inc., North Central Airlines, Inc., Northwest Orient Airlines, Inc., Ozark Air Lines, Inc., Pan American World Airways, Inc., Trans World Airlines, Inc. and United Air Lines, Inc., after approval by the Comptroller and by the Corporation Counsel as to form and legality, such leases to be in the following form:

PARKING FACILITY LEASE

This Lease made and entered into as of the 1st day of March, 1970, by and between the City of Chicago, a municipal corporation of the State of Illinois (hereinafter referred to as "City"), and ———————— (hereinafter collectively referred to as "Lessees" and individually as "Lessee"),

WITNESSETH:

*Whereas,* City owns and operates an airport known as "Chicago-O'Hare International Airport", a plat of said Airport being attached as Exhibit "A" to this Lease, situated in the Counties of Cook and DuPage, in the State of Illinois (hereinafter together with any additions thereto, enlargements or subtractions thereof whether or not made with corporate funds of the City, Government grants-in-aid, or Approved Revenue Bonds, as such term is hereinafter defined, or any other funds of any nature whatsoever referred to as the "Airport"); and

*Whereas,* Each Lessee is engaged in the business of air transportation and recognizing the benefits and efficiencies to be given in the operation of an adequate motor vehicle parking facility at the Airport, and an additional 4R-22L Runway, including land acquisition therefor (all to be an integral part of the airport facilities of said Airport), desires to provide by lease, income for such additions and facilities of said Airport that may be required for the issue of additional Revenue Bonds pursuant to Section 2.16 of the Revenue Bond Ordinance hereinafter defined to pay the cost thereof; and

*Whereas,* City is willing to lease the motor vehicle parking facilities for a rental which is intended to produce the income necessary for the issuance of additional Revenue Bonds pursuant to

Section 2.16 of the Revenue Bond Ordinance upon the terms and conditions hereinafter provided;

*Now, Therefore,* and in consideration of the premises (which are incorporated into the body of this Lease as fully as if they were set forth herein) and of the mutual covenants and agreements herein contained, and other valuable considerations, the Parties hereto covenant and agree as follows:

### Article I.

*Section 1.01. Lease of Premises.* City does hereby lease to Lessees and Lessees do hereby lease from City the premises at the Airport (hereinafter referred to as the "demised premises") and designated as "Motor Vehicle Parking Facilities" on Exhibit (B) attached hereto and made a part hereof upon the terms and conditions hereinafter set forth.

*Section 1.02. Construction of Facility.* City shall cause a facility for parking of motor vehicles (hereinafter referred to as the "Motor Vehicle Parking Facility") to be constructed on the demised premises in accordance with plans and specifications heretofore approved by the City Council and on file in the office of the City Clerk of the City of Chicago. City shall also cause to be constructed a 4R-22L Runway at the Airport, including appurtenant facilities, the location of which is set forth on the plat being attached hereto as Exhibit (C) and made a part hereof, in accordance with plans and specifications therefor heretofore approved by the City Council of the City of Chicago and on file in the office of the City Clerk of the City of Chicago.

*Section 1.03. Use of Runway.* Runway 4R-22L and appurtenant facilities shall, when constructed, be used and operated in accordance with the provisions of the Airport Use Agreement entered into by and between the Airlines and the City of Chicago, dated the 1st day of January, 1959.

*Section 1.04. Operation of Premises.* Lessees shall at all times operate or cause to be operated the demised premises in a manner consistent with that of a reasonably prudent operator of a large-scale airport motor vehicle parking facility, and Lessees hereby appoint the City as its agent for such purpose, and City hereby accepts such appointment and agrees to operate the demised premises as herein provided. City reserves the right to designate a concessionaire to operate the demised premises and to fix the terms and conditions governing concessionaire's agreement to operate said demised premises, provided that such agreement shall (i) be in writing, (ii) shall provide that the concessionaire will pay to City the revenues derived from the operation of such premises less any and all approved expenses and compensation to be paid concessionaire as described in an Operating Agreement, which agreement shall be approved by the Airline's Representative and the City Council.

*Section 1.05. Taxes.* Any and all taxes, including leasehold or other property or use taxes, if any, levied or assessed against the demised premises or against Lessees', concessionaires', or other occupants' interests in the demised premises created hereby shall be paid from the gross revenue derived from the operation of the premises, and only the Revenue after such payments shall be credited against Lessees' rentals as provided by Section 3.02 hereof.

### Article II.

### *Term.*

*Section 2.01.* The term of this Lease shall commence on the date hereof and shall terminate the earlier of (i) January 1, 1999, or (ii) the date on which no Approved Revenue Bonds shall be outstanding.

### Article III.

### *Rental.*

*Section 3.01. Annual Rents.* Subject to the provisions of Section 3.02 hereof each Lessee shall pay to City commencing the 31st day of December, 1973 (being the last day of the first full fiscal year next following the date of completion, as estimated by the Consulting Engineer), and on the 31st day of December of each year thereafter an annual rental for the then current fiscal year in the amount set forth opposite its name in the following schedule:

| *Name of Lessee* | *Annual Rental* |
|---|---|
| Air Canada | $ 28,537 |
| Allegheny | 16,929 |
| American Airlines | 1,002,204 |
| Braniff | 133,982 |
| Continental | 143,656 |
| Delta | 327,941 |
| Eastern Airlines | 237,975 |
| North Central | 159,134 |
| Northwest | 497,716 |
| Ozark | 115,602 |
| Pan American | 19,347 |
| Trans World Airlines | 705,219 |
| United Airlines | 1,448,649 |
| 13 | $4,836,891 |

The annual rental obligation of each Lessee, as set forth in the foregoing schedule, shall be the separate and independent obligation of such Lessee, and no Lessee shall have any joint liability or responsibility with respect to the rental obligation of any other Lessee.

City and Lessee agree that so long as any Approved Revenue Bonds are outstanding, as hereinafter defined, the annual rentals provided for in the foregoing schedule shall not be reduced.

*Section 3.02. Credit Against Annual Rents.* (a) The annual Revenue (after making the deductions specified in Section 1.05 and after deducting the cost of operation as provided in the Operating Agreement) derived by City during each fiscal year from the operation of the demised premises shall be credited against the rental payments due from Lessees for each fiscal year, pursuant to Section 3.01 hereof. Each of the Lessees shall be entitled to share pro rata in all such credits in the same ratio as its annual rental payments bear to the total annual rental payments due from all Lessess pursuant to Section 3.01 hereof. All Revenue derived by City after the deductions herein provided shall be deposited by City in the "Chicago-O'Hare International Airport Revenue Fund" created by Section 5.02 of the Revenue Bond Ordinance.

(b) The rental payments by Lessees as provided by Section 3.01 shall be payable by Lessees commencing on the dates for the respective periods herein provided for regardless of the date on which the demised premises referred to in this Lease or the Motor Vehicle Parking Facility to be constructed thereon shall be available for use and occupancy.

(c) On or before the 15th day of December, 1973, and on the 15th day of December of each year thereafter, the City Comptroller shall notify each Lessee of its estimated pro rata portion of the net annual rentals for the current fiscal year, if any, to be paid on the 31st day of the same month after giving effect to any credit due pursuant to paragraph (a) above. The final balance due from each Lessee, if any, as determined by the City Comptroller, shall be paid by each Lessee within fifteen days after notification by the City. Lessee shall make rental payments, if any, at the office of the City Comptroller. Any rental payable by any Lessee hereunder which is not paid when due shall bear interest at the rate of seven percent (7%) per annum from the due date thereof until paid.

*Section 3.03. Utilities.* City shall supply adequate heat, water and sewage facilities for the demised premises, which shall be charged as an expense of operation of the demised premises. The City shall also keep in good condition and repair all roadways, water, land, sewer lines, drainage ditches and equipment now or hereafter provided by City which serve the demised premises but which are located outside the demised premises.

*Section 3.04. Removal of Concessionaire.* In the event any concessionaire, selected by City for the purpose of operating the demised premises or any part thereof, shall not operate such concession in a satisfactory and efficient manner, City shall upon request of Airline's Representative use its best efforts to correct such situation and if so requested select another concessionaire, provided that the City has authority so to do under the terms of the applicable Operating Agreement.

### ARTICLE IV.

### *Parking Fees.*

*Section 4.01. Amount of Parking Fees.* City agrees to charge or cause to be charged for all public and private parking reasonable fees commensurate with the services provided upon the demised premises which are intended to produce (for each annual period of operations) Revenue not less than the total rental payments calculated in accordance with the schedule set forth in Section 3.01 of all Lessees for each fiscal period.

*Section 4.02. Preliminary Statement.* Not less than forty-five (45) days prior to commencement of operation of the Motor Vehicle Parking Facility to be constructed on the demised premises, and not less than forty-five (45) days prior to the commencement of each full fiscal year thereafter, the Budget Director of the City shall provide or cause to be provided a statement to the Airline's Representative covering the first and subsequent period of operation. The statement shall set forth in reasonable detail for each such period (i) the estimated number of motor vehicles that will park upon the demised premises, (ii) the schedule of fees (broken into hourly, daily, monthly and other rates, if any) which City proposes to charge for the parking of motor vehicles, (iii) an estimate of the gross revenues to be derived from operation of the demised premises, and (iv) the estimated costs of operating, maintaining and repairing the demised premises. Within twenty-five (25) days after the receipt of said preliminary statement the Airline's Representative may file written objections thereto with the Budget Director of the City, and if such written objections are filed the Director shall promptly reconsider such statement and such other matters as may be objected to by Airline's Representative and make those changes, if any, which the Director deems desirable in the light of such objections.

For each full fiscal year after the Motor Vehicle Parking Facility has been placed in operation the Budget Director of the City shall include the operation and maintenance expenses of the Motor Vehicle Parking Facility to be paid by the City in the budget required to be prepared, all in accordance with the provisions of Section 7.04 of the Revenue Bond Ordinance.

### ARTICLE V.

### *Construction Accounts and Maintenance.*

*Section 5.01. Construction Accounts.* There are on file in the office of the City Clerk plans and specifications for the Motor Vehicle Parking Facility to be constructed by the City on the demised premises and for the 4R-22L Runway and appurtenant facilities to be constructed by the City at the Airport and an estimate of the cost for each facility, including land acquisition costs for said Runway, all of which have been approved by the City Council and the Lessees. Out of the proceeds derived from the sale of Approved Revenue Bonds issued for the purpose of paying the cost of constructing said Motor Vehicle Parking Facility and said 4R-22L Runway and appurtenant facilities, the City will deposit with the Depositary in a separate Construction Account for the Motor Vehicle Parking Facility an amount equal to 72.5888 per cent of the proceeds derived from the sale of said Bonds which shall be available for the payment of the cost of construction of such parking facility, and will deposit with the Depositary in a separate Construction Account for the 4R-22L Runway including land acquisition costs and appurtenant facilities an amount equal to 27.4112 per cent of the proceeds derived from the sale of said Bonds, which shall be available for the payment of the cost of construction of said Runway, including land acquisition costs and appurtenant facilities. Disbursements from said Accounts shall be made in the same manner as disbursements are required to be made by Section 3.01 of the Revenue Bond Ordinance.

In the event there is a surplus of funds in either the Motor Vehicle Parking Facility Construction Account or the 4R-22L Runway Construction Account, after completion of the construction of the Motor Vehicle Parking Facility or the 4R-22L Runway, said surplus may be transferred to the other Construction Account upon the written order of the Airline's Representative and the Consulting Engineer.

*Section 5.02. Maintenance of Demised Premises.* City shall cause the demised premises to be maintained in good order and condition, including all necessary repairs, replacements and renewals thereof, and shall include such amounts in the budget provided for in Section 7.04 of the Revenue Bond Ordinance.

### ARTICLE VI.

### *Insurance.*

*Section 6.01. Liability Insurance.* City shall cause insurance to be kept in force of the following types and in not less than the following amounts, issued by a company or companies of sound and adequate financial responsibility, insuring, among others, each Lessee, City and the concessionaire, if any, against all liabilities for public liability or property damage arising out of or in connection with City's or Lessees', including their agents, employees, contractors and concessionaires, use and occupancy of and operations of the demised premises, and shall cause certificates to be furnished to each Lessee evidencing such insurance, naming such Lessee and concessionaire, if any, as an additional assured thereunder.

Comprehensive Public Liability Insurance:
$500,000 per person
$5,000,000 per accident

Comprehensive Property Damage Insurance:
$500,000 per accident

Premiums on said insurance shall be payable out of revenues from the demised premises.

*Section 6.02. Insurance in Connection with Construction.* City shall, until the date upon which the completion of the improvements to be constructed by City as provided in Section 1.02 hereof and as certified by the Consulting Engineer, keep in force insurance issued by a responsible insurance company or companies, insuring City and Lessees, as their interests may appear, against all liabilities for public liability or property damage arising out of or of the demised premises in amounts of comprehensive insurance not less than those provided in Section 6.01 hereof, and insuring such improvements during the construction under completed builder's risk insurance, against fire, extended coverage and vandalism in an amount equal to the full insurable value of such construction as the same progresses in order to assure continuity of construction and ultimate completion despite damage or destruction suffered during the course thereof. City may cause such insurance to be effected in whole or in part by the contractors performing the construction work, but, in any event, the cost of such insurance shall be deemed a part of the cost of construction of such improvements.

*Section 6.03. Casualty Insurance and Proceeds.* The Motor Vehicle Parking Facility to be constructed by City hereunder on the demised premises, shall be insured at all times, on and after the date upon which completion thereof is certified by the Consulting Engineer and during the term hereof, under a so-called "fire and extended coverage policy or policies", issued by a responsible insurance company or companies, which policy or policies shall specifically insure against loss or damage by fire, lightning, collision, explosion, strikes, riots, civil commotions, malicious damage, tornado and windstorm in an amount equal to 100% of the replacement value thereof without deduction for depreciation and shall include coverage against loss of rental or other income as a result of any interruption in the operations of such improvements due to any such causes. Such insurance policies shall be taken out and maintained by City, but payable only out of revenues of the Airport as an operation and maintenance cost. Prior to the taking out of such policy or policies, City shall advise the Airline's Representative of the insurance policies proposed to be taken out by City and the cost and coverage thereof and may receive objections of such Representative with respect to the proposed insurance. All such insurance policies shall name as insureds thereunder City, Lessees, and any operator selected by City to operate any part of the demised premises, and shall provide that proceeds of such insurance shall be payable to City and such policies shall be delivered to the City Comptroller of City.

Immediately after any substantial damage to or destruction of any part of the Motor Vehicle Parking Facility the City will cause the Consulting Engineer to prepare or approve plans, specifications and estimate of cost for repairing or replacing the damaged or destroyed property (either in accordance with the original or of a different design if approved by the Airline's Representative), and to file copies of such estimate with the Treasurer, City Comptroller and Depositary provided for under the Revenue Bond Ordinance. The proceeds of all insurance referred to hereinabove shall be available for and to the extent necessary be applied to the repair, replacement or reconstruction of such damaged or destroyed property, and shall be disbursed in accordance with the provisions of Section 3.01 of the Revenue Bond Ordinance.

In the case of any damage to or destruction of any part of the Motor Vehicle Parking Facility, if the cost of renewing, replacing or reconstruction of the damaged or destroyed property, as estimated by the Consulting Engineer, shall not exceed the proceeds of insurance and other moneys available for such purpose, the City will forthwith commence and diligently proceed with the immediate repair, replacement or reconstruction of the damaged or destroyed property according to plans and specifications prepared or approved by the Consulting Engineer.

If such proceeds are more than sufficient for such purpose, the balance remaining upon completion of the renewing, repairing or restoration of the damaged or destroyed property shall be by order of the City Comptroller deposited by the Treasurer to the credit of the Sinking Fund Account. If such proceeds shall be insufficient for such purpose, the deficiency shall be supplied by the City from any moneys in the Reserve Maintenance Account created by Section 5.02 of the Revenue Bond Ordinance to the extent there are funds available for that purpose in said Account.

The proceeds of any such insurance received on account of damage to or destruction of any part of the Motor Vehicle Parking Facility which are not applied or committed within eighteen (18) months after their receipt by the City to renewal, replacement or reconstruction of such damaged or destroyed property (unless it has been prevented from so doing because of conditions beyond its control) after deducting demolition expenses, shall be credited by the Treasurer on order of the Comptroller to the Sinking Fund Account created by Section 5.03 of the Revenue Bond Ordinance, but if at the time no Approved Revenue Bonds are outstanding said proceeds shall be deposited in the Improvement Account, as defined in Section 16.04 of the Airport Use Agreement.

## ARTICLE VII.

### *Abatement.*

In the event that during the term hereof the Airport shall be closed for any period of time for the landing or taking off of all turbo jet powered aircraft operated by Lessees, which at the time are landing or taking off, in the course of normal operations, at one or more airports having facilities similar to those at the Airport, by any order or direction of the City or any other governmental authority or agency, or by any order or direction of any court of competent jurisdiction, then to the extent but only to the extent that sufficient moneys are then held to the credit of the Emergency Reserve Account under the Revenue Bond Ordinance, the rentals provided herein as payable by each Lessee shall abate for the period of such closing as hereinafter provided.

In the event there are not sufficient moneys at the time to the Credit of the Emergency Reserve Account available for use under the Revenue Bond Ordinance in an amount equivalent to the amount of rentals to be abated pursuant to the foregoing provisions of this Article and pursuant to similar provisions for the abatement of rentals under any other leases of premises at the Airport between

City and any scheduled air transportation company, then the abatement of rentals pursuant to this Article and pursuant to the provisions of such other leases shall be proportionately decreased so that the aggregate amount of all such abatements shall not exceed the moneys at the time to the credit of the Emergency Reserve Account which are available for use under the Revenue Bond Ordinance.

### ARTICLE VIII.

### *Termination by City.*

In the event that any Lessee shall fail to pay, when due, any rental payable by it hereunder and such failure shall continue for a period of sixty (60) days after receipt by such Lessee of written notice from City advising it to cure the same, City may terminate all rights and privileges of such Lessee under this Lease, except for such rental credit to which it may be entitled under the provisions of Section 3.02 hereof, by giving such Lessee sixty (60) days advance notice of such termination; provided, however, that such termination shall in no way relieve such Lessee of, or diminish, any of its obligations hereunder.

### ARTICLE IX.

### *Issue of Bonds.*

*Section 9.01. Authorization of Bonds.* In order to provide the funds to pay the cost of the Motor Vehicle Parking Facility and said 4R-22L Runway, the City Council shall with reasonable promptness upon the execution of this Lease and pursuant to Section 2.16 of the Revenue Bond Ordinance adopt a Supplemental Bond Ordinance authorizing the issue of Chicago-O'Hare International Airport Revenue Bonds and approve the sale thereof to a purchaser, in substantially the form attached hereto and marked Exhibit D.

*Section 9.02. Failure to Sell Bonds.* In the event the City Council does not adopt an Ordinance in substantially the form attached hereto and marked Exhibit D within seventy (70) days after the execution of this Lease, or in the event the purchaser of the Bonds fails or refuses for any reason to take up and pay for the Bonds authorized by said Supplemental Bond Ordinance within seventy (70) days from the date of the adoption of said Supplemental Bond Ordinance by the City Council, this Lease shall be of no force and effect upon either party hereto.

### ARTICLE X.

### *Definitions.*

The following terms when used in this Lease shall have the following meanings:

(a) "Airline's Representative" shall mean such person (and such alternates, in such order) then designated by a Majority in Interest of Airline Parties to this Lease by notice to the Commissioner of Aviation. Any such designation of such Representative shall remain in full force and effect until revoked or modified by a Majority in Interest of Airline Parties to this Lease by notice to the Commissioner of Aviation.

(b) "Airport Use Agreement" shall mean that Agreement entered into by and between the Airlines and the City of Chicago dated the 1st day of January, 1959.

(c) "Approved Revenue Bonds" shall mean:

(i) the principal amount of bonds heretofore issued pursuant to the provisions of Sections 2.02, 2.15 and 2.16 of the Revenue Bond Ordinance;

(ii) principal amount of bonds which may be issued pursuant to the provisions of Section 2.16 of the Revenue Bond Ordinance and pursuant to the Supplemental Revenue Bond Ordinance hereto attached for the purpose of constructing additional improvements and extensions referred to therein;

(iii) any additional bonds which may be issued pursuant to the provisions of Section 2.16 of the Revenue Bond Ordinance for the purpose of constructing additional improvements and extensions to the Airport. Approved Revenue Bonds shall be deemed outstanding until either paid at maturity or called for redemption and funds deposited in trust in payment thereof.

(d) "Consulting Engineer" shall mean the Consulting Engineer at the time acting as such under the Revenue Bond Ordinance.

(e) "Fiscal Year", "Year", "period" and "annual period" shall mean the fiscal year of the City of Chicago commencing January 1 and ending December 31 of each year.

(f) "Majority in Interest of Lessees" shall mean at any time the then Lessees hereunder who (1) constitute at least one-half of all then Lessees hereunder, and (2) operated aircraft landed in fee landings (as defined in the Airport Use Agreement) at the Airport having an aggregate approved maximum landing weight representing over fifty per cent (50%) of the aggregate approved maximum landing weight of all aircraft, landed by all Lessees in such fee landings at the Airport during the then preceding fiscal year as determined in the City's audited financial statement for such year.

(g) "Revenue" shall mean all revenues paid to City under an agreement with any concessionaire through which the City may be operating the demised premises or, in the event the City shall operate the demised premises itself, all revenues received by the City from such operations after deducting therefrom those sums required by Section 1.05 hereof and those sums required for the operation and maintenance of the demised premises.

(h) "Revenue Bond Ordinance" shall mean the Ordinance entitled "Ordinance authorizing the issuance of Chicago-O'Hare International Airport Revenue Bonds, Series of 1959, for the purpose of improving and extending said Airport, and providing for payment of principal and interest on said bonds", adopted the 29th day of December, 1958.

(i) "Sinking Fund Account", "Emergency Reserve Account" and "Debt Service Account" shall be the Accounts as provided by Section 5.03 of the Revenue Bond Ordinance.

(j) It is intended, unless the context otherwise indicates, the definitions provided for herein shall have the same meaning and intent as the definitions provided for in Article I of the Revenue Bond Ordinance.

### ARTICLE XI.

### *Miscellaneous.*

*Section 11.01. Consents and Approvals.* Consents and approvals by the City Council, the City or the Lessees, as the case may be, shall be in writing and shall not be unreasonably withheld and as to the City and the Lessees it shall be deemed to have been given unless within thirty (30) days after receipt of written request for such consent or approval, the party to whom the request is addressed shall have given the other party a written reply refusing or withholding action on such consent or approval and stating his reasons for such refusal or such withholding of action.

Whenever approval by the City Council is required, if the City Council fails to act within ninety (90) days after the request for approval has been presented to it, such approval shall be deemed to have been made.

*Section 11.02. Notices.* All notices to City provided for herein shall be in writing and may be sent by registered mail, postage prepaid, addressed to the Commissioner of Aviation of the City of Chicago, City Hall, Chicago, Illinois 60602, or to such other address as City may designate from time to time by notice to Lessees, and shall be deemed given when so mailed. Any notice by Lessees hereunder may be given by the Airline's Representative on behalf of Lessees. All notices to a Lessee provided for herein shall be in writing and may be sent by registered mail, postage prepaid, addressed to such Lessee at its address shown below: or to such other address as such Lessee may designate from time to time by notice to City, and shall be deemed given when so mailed.

*Section 11.03. Separability.* In the event any covenant, phrase, clause, paragraph, section, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of such covenant, phrase, clause, paragraph, section, condition or provision shall in no way affect any other covenant, phrase, clause, paragraph, section, condition or provision herein contained unless such invalid portion shall materially affect the rights of the parties hereto.

*Section 11.04. Assignability.* No Lessee shall assign its rights hereunder, in whole or in part, except with the prior consent of the City Council which shall not be unreasonably withheld; provided, however, the foregoing shall not prevent the assignment of a Lessee's rights hereunder to any corporation into or with which it may merge or consolidate, or which may succeed to its business and assets. No Lessee shall sublease, in whole or in part, its interest in the demised premises.

*Section 11.05. Successors and Assigns.* All of the covenants, stipulations and agreements herein contained shall, subject to the provisions of Section 11.04 hereof, inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

*Section 11.06. Construction.* This Lease shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Illinois.

*Section 11.07. Counterparts.* This Lease is one of thirteen (13) leases executed by the individual Lessees set forth in Section 3.01 hereof, each of which counterparts has been executed by the City, and all of which counterparts shall be an original and collectively considered as one Lease.

*In Witness Whereof,* the City of Chicago has caused this Lease to be executed on its behalf by its Mayor, pursuant to due authorization of the City Council of the City of Chicago, and its seal to be hereunto affixed and attested by the City Clerk of the City of Chicago, and each Lessee has caused this Lease to be executed on its behalf and its corporate seal to be hereunto affixed and attested by its proper corporate officers, pursuant to due authorization of its Board of Directors, all as of the day and year first above written.

[Signature forms and Exhibits omitted]

*Section 2.* This ordinance shall be in force and effect from and after its publication.

## *Action Deferred*—ON PROPOSED ORDINANCE FOR EXECUTION OF CONTRACT FOR SALE OF $52,000,000 CHICAGO-O'HARE INTERNATIONAL AIRPORT REVENUE BONDS.

The Committee on Finance submitted the following report, which was, at the request of two aldermen present (Alderman Keane and Alderman Wigoda) *Deferred* and ordered published:

CHICAGO, February 25, 1970.

*To the President and Members of the City Council:*

Your Committee on Finance to which was referred a communication dated February 16, 1970 from the Department of Law transmitting an ordinance authorizing the execution of a contract for the sale of $52,000,000 Chicago-O'Hare International Airport Revenue Bonds, Series of March 1970 having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by viva voce vote of members of the committee.

Respectfully submitted,
(Signed) THOMAS E. KEANE,
*Chairman.*

The following is the proposed ordinance transmitted with the foregoing committee report:

### AN ORDINANCE

Authorizing Execution of a Contract for the Sale of $52,000,000 Chicago-O'Hare International Airport Revenue Bonds, Series of March, 1970.

*Whereas,* It is deemed advisable, necessary and in the best interests of the City and the public that improvements and extensions be provided for the Chicago-O'Hare International Airport; and

*Whereas,* It has been established by the consulting engineer for said Airport, and it is hereby determined that such improvements and extensions will cost not less than $52,000,000 for which purpose it will be necessary for the City to issue Chicago-O'Hare International Airport Revenue Bonds, Series of March, 1970, in the principal amount of $52,000,000; and

*Whereas,* There has been presented to this City Council a contract for the purchase of revenue bonds in the principal amount of $52,000,000, which contract is in words and figures as set forth in the contract for purchase attached hereto and made a part hereof; and

*Whereas,* It is deemed advisable and is in the interests of the City that the offer to purchase in accordance with the Contract attached hereto be approved and accepted by the City; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

*Section 1.* That the contract for the purchase of $52,000,000 principal amount of Chicago-O'Hare International Airport Revenue Bonds, Series of March, 1970, set forth in the contract for purchase attached to this ordinance, be and is hereby approved and accepted, and the Mayor is authorized to execute the contract for the sale of said Bonds for and on behalf of the City, and the City Clerk is hereby authorized to attest thereto his signature and the seal of the City.

*Section 2.* That this ordinance shall be in full force and effect immediately upon its passage.

# $52,000,000
# CITY OF CHICAGO
# CHICAGO-O'HARE INTERNATIONAL AIRPORT
# REVENUE BONDS, SERIES OF MARCH, 1970

**Due January 1, 1999**

## PURCHASE CONTRACT

Chicago, Illinois
1970

CITY COUNCIL OF THE CITY OF CHICAGO
121 North La Salle Street
Chicago, Illinois

Dear Sirs:

The undersigned, Walston & Co., Inc., Manager, and Glore Forgan Staats Incorporated, Halsey, Stuart & Co. Inc., and Stifel, Nicolaus & Company, Incorporated, Co-Managers (hereinafter called the "Managing Underwriters"), hereby agree with the City of Chicago, a Municipal Corporation of the State of Illinois (hereinafter called the "City"), as follows:

1. *Underwriters and Managing Underwriters.* The term "Underwriters" as used herein shall mean the several persons, firms or corporations named in "Schedule I" hereto attached including the Managing Underwriters. The Managing Underwriters represent that they have been authorized by the Underwriters to execute this Purchase Contract on their behalf and to act for them in the manner herein provided. The list of Underwriters may be changed by the Managing Underwriters prior to the time of closing, as hereinafter defined, without advice to the City, except as provided in paragraph 10 and except that the Managing Underwriters shall in any event remain on such list as Underwriters. A final list of Underwriters shall be filed with the City at or before the time of closing. All obligations of the Underwriters hereunder are joint and several.

2. *The Bonds.* The City proposes to issue $52,000,000 principal amount of its Chicago-O'Hare International Airport Revenue Bonds, Series of March, 1970, dated March 1, 1970, due January 1, 1999, with interest at the coupon rate of % payable July 1, 1970 and semi-annually thereafter (hereinafter called the "Bonds"), pursuant to its Ordinance adopted December 29, 1958 and an Ordinance to be adopted by the City Council in the form attached hereto and marked "Exhibit A" approving the sale of the Bonds, fixing the interest rate therefor, specifying the maximum amount to be allocated each fiscal year to the Debt Service Reserve Account and Reserve Maintenance Account and setting forth the amounts to be allocated in each fiscal year to the Sinking Fund Account (hereinafter referred to as the "Ordinances"). The Bonds are more fully described in the form of the Official Statement of the City defined in paragraph 4 hereof.

3. *Representations and Warranties of the City.* The City represents and warrants to the Underwriters that, both at the time of the execution of this Purchase Contract and at the time of the closing, the statements and information contained in that portion, executed by the City, of the Official Statement, as hereinafter defined, relating to the Bonds and delivered herewith are and will be true and correct in all material respects and such statements of the City in the Official Statement do not and will not omit any material statement or information which should be included therein for the purpose for which the Official Statement is to be used, or which is necessary to make the statements and information contained therein not misleading.

The City further represents and warrants to the Underwriters that it has advised the Managing Underwriters as to any litigation which is pending against the City in any Court at the time of the execution of this Purchase Contract, relating in any way to the Bonds, the Ordinances or any ordinance supplemental thereto, this Purchase Contract, the leases and agreements referred to in paragraph 7 (d) or the power and authority of the City to enter into and perform the agreements and undertakings contained in any thereof. The City agrees to advise the Managing Underwriters promptly of any such litigation instituted after the signing of this Purchase Contract.

4. *Purchase and Sale of Bonds.* On the basis of the representations and warranties herein contained, but subject to the terms and conditions set forth in this Purchase Contract, the City agrees to sell to the Underwriters, and the Underwriters agree jointly and severally to purchase from the City, all (but not less than all) of $52,000,000 aggregate principal amount of such Bonds at ........ of the principal amount thereof plus interest accrued on the principal amount thereof at the coupon rate of ...... from March 1, 1970 to the date of delivery.

The Underwriters agree to make a bona fide public offering of all of the Bonds at not in excess of the initial public offering price, which shall be ...... of the principal amount of the Bonds plus interest thereon from March 1, 1970 to the date of delivery.

At or prior to the time of the execution of this Purchase Contract by the City, the City shall have delivered to the Managing Underwriters:

(a) One copy of each of the Ordinances certified under seal to have been duly adopted by the City Council;

(b) One copy of the Official Statement of the City relating to the Bonds in the form attached hereto marked Schedule II, (which, together with all exhibits, maps and reports or statements attached thereto or included therein, is called herein the "Official Statement"), executed on behalf of the City by its Mayor as to the City's portion thereof and including a summary engineers' report, dated ................, executed by Charles F. Murphy, Consulting Engineer, and an Airport Consultant's Certificate dated ..............., executed by Landrum & Brown, Airport Consultants.

Twelve additional certified or executed copies of the foregoing documents shall be delivered to the Managing Underwriters as soon as practicable but not later than the time of closing.

The City authorizes the Underwriters to use any and all of such material in connection with the public offering and sale of the Bonds.

5. *Time and Place of Closing.* Payment for and delivery of the Bonds shall be made when the Bonds and delivery papers are ready but in any event no later than ................ Such payment shall be made at the office of The First National Bank of Chicago, Chicago, Illinois at ...... A.M. Central Standard Time on such date, and delivery of the Bonds to the Managing Underwriters shall be made in part at such place and time in Chicago and in part at the principal office of Chemical Bank, New York, New York, at ...... A.M. Eastern Standard Time on such date (the respective aggregate principal amounts of the Bonds so to be delivered in Chicago and in New York to be specified by the Managing Underwriters not less than ten days prior to the time of closing). The hour and date of such delivery and payment is herein called the "time of closing," and shall be determined by agreement between the City and the Managing Underwriters within the period hereinabove stated. Payment for the Bonds for the account of the Underwriters shall be made in Federal Reserve funds, to the order of the City Treasurer, City of Chicago, Illinois. The amount of the payment so made shall be the purchase price specified in paragraph 4 less the amount of the deposit referred to in paragraph 6 made on behalf of the Underwriters. Payment for the Bonds shall be made upon delivery of the Bonds to the Managing Underwriters for the account of the Underwriters against receipt therefor signed by the Managing Underwriters.

The Bonds shall be delivered as definitive coupon bonds of the denomination of $5,000 each, or as definitive registered bonds without coupons of the denomination of $25,000 or more, the form or forms of such Bonds and the proceedings authorizing their issuance in any case to be satisfactory as to legality to Messrs. Wood King Dawson Love & Sabatine, Bond Counsel to be retained by and at the expense of the Underwriters and to Messrs. Chapman and Cutler, Bond Counsel to the City. Registered bonds without coupons will be delivered initially only upon request by the Managing Underwriters delivered to the City not later than 4:00 o'clock P.M. on the tenth day preceding the time of the closing, such request to specify the denominations of such Bonds and the respective names in which such Bonds are to be registered.

The City agrees to make the Bonds available to the Managing Underwriters for inspection and packaging, at such places in Chicago, Illinois, and in New York, New York, as the City shall designate as rapidly as the Bonds are executed.

6. *Deposit.* The City acknowledges the deposit with it on behalf of the Underwriters of certified or bank cashier's check or checks to the order of the City Treasurer, City of Chicago, Illinois, aggregating $520,000 as evidence of their good faith. If the Bonds shall be purchased by the Underwriters as provided in paragraph 4, such check or checks shall be held uncashed by the City until the time of closing and shall be applied in partial payment of the purchase price of the Bonds, as indicated in paragraph 5.

If this Purchase Contract be terminated pursuant to the provisions of paragraphs 7 or 10, the City shall forthwith return such check or checks to the Managing Underwriters for the account of the Underwriters subject to the provisions of paragraph 10. In the event the Underwriters fail (other than for a reason permitted hereunder) to accept and pay for the Bonds at the time of closing as herein provided, such check or checks shall be cashed by the City and the amounts thereof retained by the City as full and liquidated damages for such failure and for any default hereunder on the part of the Underwriters.

7. *Conditions of the Underwriters' Obligations.* The obligations of the Underwriters to purchase and pay for the Bonds shall be subject to the performance by the City of its obligations to be performed hereunder at and prior to the time of closing, to the continued accuracy in all material respects of the representations and warranties of the City contained herein and to the following conditions:

(a) At the time of closing, the Ordinances shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Managing Underwriters and, in addition, the City shall have duly adopted and there shall be in full force and effect such additional ordinances as shall in the opinion of Bond Counsel for the Underwriters or for the City be legally necessary in connection with the transactions contemplated hereby.

(b) At the time of closing, no litigation shall be pending in any court (i) restraining or enjoining the issuance or delivery of any of the Bonds or the collection of revenues pledged or to be pledged to pay the principal of and interest on the Bonds or restraining or enjoining the Depositary in the performance of the duties and obligations imposed upon it, as Depositary, Paying Agent and Registration Agent, by its acceptance of the provisions of the Ordinances, or (ii) in any way contesting or affecting the validity of the Bonds, of the Ordinances or any additional ordinance deemed necessary by Bond Counsel for the Underwriters or the City, of this Purchase Contract, of the leases and agreements referred to in sub-paragraph (d) of this paragraph 7, or of the collection of such revenues or the pledge thereof, or (iii) contesting the corporate existence or powers of the City or the authorization for the issuance of the Bonds, the adoption of the Ordinances or any ordinance supplemental thereto, or the appointment of the Depositary. The provisions of this sub-paragraph (b) shall not be waived by payment for and delivery of the Bonds and in the event that the conditions set forth in this sub-paragraph shall not have been fulfilled, the Managing Underwriters shall have the right to rescind this Purchase Contract upon notice to the City.

(c) At the time of closing no legislation shall have been passed by the Legislature of the State of Illinois at its 1969 Session which, in the opinion of Bond Counsel for the Underwriters or for the City, might adversely affect the City's ownership, maintenance or operation of the O'Hare Airport or the security of the Bonds.

(d) At the time of closing each of the leases and agreements between the City and certain air transportation companies, authorized by the City Council at its meeting held December 29, 1958, and the Parking Facilities lease authorized by the City Council at its meeting held ........ .........., shall be in full force and effect.

(e) At or prior to the time of closing, the City shall have delivered to Bond Counsel for the Underwriters and Bond Counsel for the City all such documents and certificates and proofs or instruments as may be required in order that such Bond Counsel may form an opinion with respect to the validity and legal effect of the Bonds, the Ordinances and any ordinance supplemental thereto, the leases and agreements referred to in sub-paragraph (d) of this paragraph 7, and with respect to the compliance by the City with the terms of this Purchase Contract.

(f) At the time of closing, the Managing Underwriters shall have received the following documents:

(1) The unqualified approving opinion of Messrs. Chapman and Cutler, Bond Counsel for the City, dated the day of the closing, in substantially the form attached hereto and marked "Exhibit B."

(2) The unqualified approving opinion of Messrs. Wood King Dawson Love & Sabatine, Bond Counsel for the Underwriters, dated the day of the closing, in substantially the form attached hereto and marked "Exhibit C."

(3) The signed, separate opinions of the Corporation Counsel of the City, of Messrs. Chapman and Cutler, Bond Counsel for the City, and of Messrs. Wood King Dawson Love & Sabatine, Bond Counsel for the Underwriters that the Parking Facility lease referred to in this paragraph 7, sub-paragraph (d), has been duly authorized, executed and delivered by the City.

(4) The signed separate opinions of Counsel for each of the air transportation companies that is a party to said Parking Facility lease that said Parking Facility lease has been duly authorized, executed and delivered by such air transportation company and that the execution and delivery thereof does not conflict with the provisions of any indenture, mortgage, contract or other agreement to which such air transportation company is a party, or by which it may be bound.

(5) A Certificate by the Corporation Counsel of the City, dated the day of the closing, to the effect that after due and diligent inquiry it appears no litigation is pending and to the best of his knowledge and belief, none is seriously threatened in any court (a) restraining or enjoining the issuance or delivery of any of the Bonds or the collection of revenues pledged or to be pledged to pay the principal of and interest on the Bonds or restraining or enjoining the Depositary in the performance of the duties and obligations imposed upon it, as Depositary, Paying Agent and Registration Agent, by its acceptance of the provisions of the Ordinances, or (b) in any way contesting or affecting the validity of the Bonds, of the Ordinances or any ordinance supplemental thereto, of this Purchase Contract, of the leases and agreements referred to in sub-paragraph (d) of this paragraph 7, or of the collection of such revenues or the pledge thereof, or (c) contesting the corporate existence or powers of the City or the authorization for the issuance of the Bonds, the adoption of the Ordinances or any ordinance supplemental thereto, or the appointment of the Depositary, which Certificate shall be in the form and substance acceptable to the Managing Underwriters.

In case any of the conditions specified in this paragraph 7 shall not have been fulfilled, as herein provided, the Managing Underwriters may terminate this Purchase Contract upon notice to the City.

The Managing Underwriters may also terminate this Purchase Contract upon notice to the City if at any time at or prior to the time of closing legislation by the Congress of the United States shall have been enacted, a decision by a Court of the United States or the Tax Court of the United States shall have been rendered, or a ruling, regulation or official statement by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency shall have been made with respect to federal taxation upon revenues or other income of the general character expected to be derived by the City from the operation of Chicago-O'Hare International Airport or upon interest received on bonds of the general character of the Bonds which in the opinion of the Managing Underwriters materially and adversely affects the market price of the Bonds.

The Managing Underwriters may also terminate this Purchase Contract upon notice to the City if at any time at or prior to the time of closing an event shall have occurred or shall exist which in the opinion of the Managing Underwriters makes the then national or international economic, financial or other conditions materially and adversely different from such conditions as exist at the date hereof.

8. *Expenses.* The Underwriters shall be under no obligation to pay any expenses incident to the performance of the City's obligations hereunder including, but not limited to, fees of the City payable to Charles F. Murphy, to Landrum & Brown, to Chapman and Cutler, or of any other consultant not retained directly by the Underwriters, or disbursements made by them on behalf of the City, or the cost of preparation, execution or delivery of the Bonds, copies of the proposed Official Statement, the Ordinance and any ordinance supplemental thereto, the Engineering Report, the Airport Consultant's Certificate, or any exhibits. The Underwriters will pay all expenses incurred by them in connection with their offering or distribution of the Bonds, including the fees and disbursements of Wood King Dawson Love & Sabatine and the cost of printing the final copies of the Official Statement and this Purchase Contract.

9. *Indemnity.* The City will hold the Underwriters harmless from and will indemnify the Underwriters against any and all liability or expense by reason of any stamp or other tax on or in connection with or in reference to the issuance of the Bonds which may be payable to the United States or any State or any official or agency thereof, or by reason of any claim therefor which may be asserted by or on behalf of the United States or any State or any official or agency thereof.

10. *Default of Underwriters.* If any Underwriter or Underwriters default in their obligations to purchase Bonds and the aggregate principal amount of Bonds with respect to which such default or defaults occur does not exceed 10% of the principal amount of Bonds to be purchased hereunder, the remaining Underwriters will purchase such Bonds. If any Underwriter or Underwriters so default and the aggregate principal amount of Bonds with respect to which such default or defaults occur exceeds 10% of the principal amount of Bonds to be purchased hereunder, the Managing Underwriters shall immediately notify the City to such effect and if the Managing Underwriters shall not within two full business days thereafter arrange for the purchase of such Bonds, as to which there shall be a default or defaults, by any of the Underwriters or by additional purchasers who shall agree to become Underwriters in accordance with the terms of this Purchase Contract or by any of the Underwriters and such additional purchasers who shall agree to become Underwriters, the Managing Underwriters shall notify the City to that effect and state in said notice the principal amount of Bonds with respect to which a default shall have occurred. Thereafter the City shall have the right within a period of five (5) days subsequent to the receipt of such notice to arrange for the purchase of Bonds in a principal amount not exceeding the principal amount with respect to which such default shall have occurred at a price not less than that herein provided to be paid by the Underwriters, and if by reason of such purchase or purchases so arranged for by the City the default in the purchase of Bonds shall be reduced to 10% or less of the principal amount of Bonds to be issued, the Underwriters shall be obligated to purchase the remaining Bonds. In the event the City fails under the foregoing provisions to supply a buyer or buyers of Bonds so that the default in the purchase of Bonds shall be reduced to 10% or less of the principal amount of Bonds to be issued, this Purchase Contract shall terminate without liability on the

part of any non-defaulting Underwriter or the City, except for the expenses to be paid by the City and the Underwriters, respectively, under paragraph 8 and the obligation of the City to return the deposits under paragraph 6. In the event Bonds shall not be purchased pursuant hereto by reason of a default or defaults with respect to Bonds exceeding 10% of the principal amount of Bonds to be purchased hereunder, the Managing Underwriters simultaneously with the repayment to them of the deposit as provided in paragraph 6 hereof, shall pay to the City an amount equal to 1% of the principal amount of Bonds with respect to which a default shall have occurred, but such payment shall not operate to limit the liability of any defaulting Underwriter or Underwriters. As used in this Purchase Contract, the term "Underwriter" includes any person substituted for an Underwriter under this paragraph. Nothing herein will relieve a defaulting Underwriter from liability for its default. In the event of any substitution of Underwriters as aforesaid, the Managing Underwriters shall have the right to postpone the time of closing for a period of not more than fourteen (14) days in order that necessary changes and arrangements may be effected by the City and the Managing Underwriters, provided that the time of closing shall not be extended beyond .................

11. *Persons Entitled to Benefit of Contract.* This Purchase Contract shall inure to the benefit of the City and the Underwriters (as named in Schedule I or as substituted therein by the Managing Underwriters as provided in paragraphs 1 and 10 hereof) and their respective successors and assigns, and no other person shall acquire or have any right hereunder or by virtue hereof.

12. *Communications.* Any notice or any communication to be given to the City under this Purchase Contract may be given by delivering the same in writing to the City Comptroller, Room 504, City Hall, Chicago, Illinois, and any notice or other communication to be given to the Underwriters under this Purchase Contract may be given by delivering the same in writing to Walston & Co., Inc., 111 West Jackson Boulevard, Chicago, Illinois 60604.

WALSTON & CO., INC., *Manager*
GLORE FORGAN STAATS INCORPORATED
HALSEY, STUART & CO. INC.
STIFEL, NICOLAUS & COMPANY, INCORPORATED
*Co-Managers*

By ..................................
WALSTON & CO., INC.
*Managing Underwriters acting on behalf of the Underwriters named in Schedule I hereto, including themselves.*

Accepted and agreed to by authority granted by the City Council of the City of Chicago, Cook County, Illinois, pursuant to an ordinance adopted at a legally convened meeting of the City Council on the .... day of ..............., 1970.

CITY OF CHICAGO, A MUNICIPAL
CORPORATION OF THE STATE OF
ILLINOIS

By ..................................
*Mayor*

Attest:

........................................
*City Clerk*

(Seal)

### *Action Deferred*—ON PROPOSED SUPPLEMENTAL ORDINANCE FOR ISSUANCE AND APPROVAL OF SALE OF $52,000,000 CHICAGO-O'HARE INTERNATIONAL AIRPORT REVENUE BONDS.

The Committee on Finance submitted the following report, which was, at the request of two aldermen present (Alderman Keane and Alderman Wigoda) *Deferred* and ordered published:

CHICAGO, February 25, 1970.

*To the President and Members of the City Council:*

Your Committee on Finance to which was referred a communication dated February 16, 1970 from the Law Department transmitting a supplemental ordinance authorizing the issue of $52,000,000 principal amount of Chicago-O'Hare International Airport Revenue Bonds, Series of March 1970, and approving the sale thereof, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by viva voce vote of members of the committee.

Respectfully submitted,
(Signed) THOMAS E. KEANE,
*Chairman.*

The following is the proposed ordinance transmitted with the foregoing committee report:

Supplemental Ordinance authorizing the issue of $52,000,000 principal amount of Chicago-O'Hare International Airport Revenue Bonds, Series of March, 1970, and approving the sale thereof.

*Whereas,* The City Council of the City of Chicago adopted an ordinance on December 29, 1958 (said ordinance herein called the "Ordinance"), entitled "Ordinance authorizing the issuance of Chicago-O'Hare International Airport Revenue Bonds, Series 1959, for the purpose of improving and extending said Airport, and providing for payment of principal of and interest on said bonds"; and

*Whereas,* Pursuant to the provisions of Sections 2.02, 2.15 and 2.16 of the Ordinance, Supplemental Ordinances were adopted by the City Council on February 1, 1961, July 13, 1962, July 21, 1967 and June 26, 1968, respectively, under which there were issued and sold, pursuant to the authority of said Ordinance and Supplemental Ordinances, Chicago-O'Hare International Airport Revenue Bonds, of which there are presently outstanding bonds in the principal amount of $ ; and

*Whereas,* It is necessary and essential and in the public interest that additional improvements and extensions to said Chicago-O'Hare International Airport be provided for, consisting of the construction of a motor vehicle parking facility at said Airport, and an additional 4R-22L Runway, including the land acquisition necessary therefor, and including all other necessary equipment and appurtenances for said motor vehicle parking facility and said additional Runway, all in accordance with the plans and specifications for each of said improvements heretofore approved by the City Council and now on file in the office of the City Clerk, together with the estimates of cost therefor; and

*Whereas,* Pursuant to the provisions of Section 2.16 of the Ordinance additional bonds for such improvements and extensions hereinabove described can be issued under and secured by the Ordinance at any time and from time to time ranking on a parity with the bonds now outstanding issued pursuant to the Ordinance and the Supplemental Ordinances referred to above adopted on February 1, 1961, July 13, 1962, July 21, 1967 and June 26, 1968, respectively, upon compliance with the terms and conditions set forth under said Section 2.16 of the Ordinance; and

*Whereas,* As required by the provisions of Section 2.16 of the Ordinance:

(i) The Consulting Engineer has estimated the cost of the additional improvements and extensions described above, including all legal, financial and necessary and incidental expenses, to be the sum of $52,000,000, and the estimated date of completion to be on or before December 31, 1972, as shown by his certificate on file in the office of the Clerk of the City; and

(ii) The Airport Consultant, on the assumption that the outstanding bonds issued pursuant to Sections 2.02, 2.15 and 2.16 will remain outstanding in whole or in part until maturity date thereof, has estimated the net revenues from the Airport from all existing facilities and those proposed to be financed by such additional bonds for each fiscal year (commencing with the first full fiscal year next following the date of completion), as estimated by the Consulting Engineer and shown in his certificate of cost of such additional improvements and extensions, referred to above, and for which additional bonds are to be issued under the terms of this Supplemental Ordinance, and ending not earlier than the last fiscal year next preceding the maturity date of such outstanding bonds issued pursuant to Sections 2.02, 2.15 and 2.16, will not be less than (a) one and twenty-five hundredths times the sum of principal and interest requirements for each such year on all bonds then outstanding and all such additional bonds proposed to be issued, plus (b) amounts which may be required to be deposited in such year in the Reserve Maintenance Account and the Emergency Reserve Account; and

(iii) Leases are in effect as of the date of the adoption of this Supplemental Ordinance between the City and Air Transportation Companies to provide for the payment by such Air Transportation Companies to the City for the leasing of space and facilities (including without limitation passenger ramp areas) at the Airport of fixed rentals aggregating for each fiscal year next following the date of completion of the proposed improvements and extensions to be provided for by this Supplemental Ordinance, and ending not earlier than the last full fiscal year next preceding the maturity date of all bonds issued pursuant to Sections 2.02, 2.15 and 2.16 of the Ordinance, not less than one and ten-hundredths times the sum of principal and interest requirements for each fiscal year on all bonds then outstanding and all such additional bonds proposed to be issued; and

*Whereas,* It is necessary and essential and for the best interests of the City and the public that additional funds be provided for the construction of such improvements and extensions hereinabove referred to, and that additional Chicago-O'Hare International Airport Revenue Bonds be issued for those purposes in accordance with the limitations and restrictions provided for by the ordinance; and

*Whereas,* Airlines Representative has approved the issuance of additional Chicago-O'Hare International Airport Revenue Bonds for that purpose in the principal amount of $52,000,000; and

*Whereas,* A proposal for the purchase of $52,000,000 additional bonds has been submitted to the City Council and it is now before the City Council, and which proposal is in the form of a Purchase Contract; and

*Whereas,* It is deemed advisable and for the best interests of the City of Chicago that such proposal and contract be accepted by the City Council; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

*Section 1.* This Supplemental Ordinance is supplemental to and is adopted in accordance with the provisions of Section 2.16 of the Ordinance.

*Section 2.* The definitions in the Ordinance shall apply to this Supplemental Ordinance, and all of the terms, covenants, provisions and restrictions of the ordinances shall be applicable to the additional bonds authorized by this Supplemental Ordinance.

*Section 3.* All of the terms and provisions of this Supplemental Ordinance shall be deemed to be a part of the terms and conditions of the Ordinance for all purposes, and the Ordinance and this Supplemental Ordinance shall be read, taken and be construed as one and the same instrument.

*Section 4.* There is hereby authorized and directed to be executed, issued, sold and delivered to the purchasers thereof, as hereinafter referred to, and in the manner and subject to the limitations hereinafter set forth $52,000,000 additional principal amount of Chicago-O'Hare International Airport Revenue Bonds for the purpose of constructing the improvements and extensions to the Chicago-O'Hare International Airport, consisting of the construction of a motor vehicle parking facility, including all necessary equipment therefor and the construction of an additional 4R-22L Runway including land acquisition therefor, all in accordance with plans and specifications and estimates of cost for said parking facility and runway heretofore approved by the City Council and now on file with the City Clerk.

Said bonds shall be designated "Chicago-O'Hare International Airport Revenue Bonds, Series of March, 1970" (hereinafter referred to as the "bonds"), all of which shall rank on a parity with the outstanding bonds issued under the Ordinance and Supplemental Ordinances, and shall be executed, issued and delivered and secured by the Ordinance. The bonds shall be issued pursuant to the provisions of Section 2.16 of the Ordinance for the purpose of providing funds for the payment of the cost of constructing the said improvements and extensions to the Chicago-O'Hare International Airport, according to the plans and specifications on file in the office of the City Clerk on the date of the adoption of this Supplemental Ordinance, and for the objects and purposes set forth in the abovementioned certificate of the Consulting Engineer.

*Section 5.* The bonds shall bear interest at the rate of .................. (..%) per annum, payable July 1, 1970, and semiannually thereafter on the first days of January and July in each year, mature and become payable on January 1, 1999.

The bonds in coupon form shall be in the denomination of $5,000 each, be numbered consecutively from M-172001 upwards, and be dated as of March 1, 1970. The bonds in registered form shall be numbered RE-1 upwards. The bonds shall be issued in the form provided in the Ordinance with appropriate changes in title, date of issue, interest payment rate and redemption privilege, with appropriate references to this Supplemental Ordinance, to comply with the provisions hereof, and the interest coupons attached to coupon bonds shall be in the form provided for in the Ordinance, with appropriate changes to comply with the provisions hereof.

The bonds shall be redeemable, prior to their maturity, at the option of the City, in whole or in part, from time to time, through the use of revenues, on any interest payment date on or after January 1, 19.., on thirty days notice only as in the Ordinance provided, at the applicable redemption price set forth in the following schedule, together with the interest accrued to the date fixed for redemption:

| *Period (Both Dates Inclusive)* | *Redemption Price (Percentage of Principal Amount)* |
|---|---|

The bonds shall also be redeemable, at the option of the City, as a whole, from any funds other than revenues at any time on or after January 1, 19.., on thirty days notice, only as in the Ordinance provided, at the applicable redemption price set forth in the following schedule, together with interest accrued to the date fixed for redemption:

| *Period (Both Dates Inclusive)* | *Redemption Price (Percentage of Principal Amount)* |
|---|---|

*Section 6.* Subject to and in compliance with Section 2.16 of the Ordinance, commencing January 1, 1970, the City Comptroller shall from time to time direct the Depositary to allocate to the Debt Service Reserve Account all available revenues after having allocated the required amounts to the Operation and Maintenance expenses and to the Interest Account for each fiscal year, until there shall have been allocated to the Debt Service Reserve Account, in addition to the allocations provided to be made for bonds heretofore issued under Sections 2.02, 2.15 and 2.16 of the Ordinance, an amount equal to two years interest requirements on the bonds; provided that the maximum allocated to the Debt Service Reserve Account with respect to the bonds in any fiscal year shall not exceed the sum of $............

*Section 7.* Subject to and in compliance with the provisions of Section 2.16 and Section 5.03 of the Ordinance, the City Comptroller shall from time to time direct the Depositary to allocate revenue to the Sinking Fund Account in each fiscal year beginning with the fiscal year 1973 in such amounts (in addition to the amounts heretofore required to be so allocated to said account for the retirement of bonds heretofore issued under Sections 2.02, 2.15 and 2.16 of the Ordinance), until there shall have been allocated to the Sinking Fund Account in such fiscal year an amount sufficient to retire the principal amount of the bonds by January 1 of the succeeding fiscal year in accordance with the following schedule:

| *Fiscal Year* | *Principal Amount of Bonds to be Retired* |
|---|---|
| 1973 | $ 785,000 |
| 1974 | 840,000 |
| 1975 | 895,000 |
| 1976 | 955,000 |
| 1977 | 1,020,000 |
| 1978 | 1,090,000 |

| *Fiscal Year* | *Principal Amount of Bonds to be Retired* |
|---|---|
| 1979 | $1,165,000 |
| 1980 | 1,240,000 |
| 1981 | 1,325,000 |
| 1982 | 1,415,000 |
| 1983 | 1,510,000 |
| 1984 | 1,615,000 |
| 1985 | 1,720,000 |
| 1986 | 1,840,000 |
| 1987 | 1,960,000 |
| 1988 | 2,095,000 |
| 1989 | 2,235,000 |
| 1990 | 2,385,000 |
| 1991 | 2,550,000 |
| 1992 | 2,720,000 |
| 1993 | 2,905,000 |
| 1994 | 3,100,000 |
| 1995 | 3,310,000 |
| 1996 | 3,530,000 |
| 1997 | 3,770,000 |
| 1998 | 4,025,000 |
|  | $52,000,000 |

*Section 8.* Subject to and in compliance with the provisions of Section 2.16 and Section 5.03 of the Ordinance, the allocations to the Reserve Maintenance Account in each fiscal year, including the fiscal year 1970, shall be increased from $860,000 to $1,120,000. The City Comptroller shall from time to time direct the Depositary to make the allocation. The limit which may be accumulated in said Account is hereby increased from $3,583,332 to $4,666,666.

*Section 9.* The proceeds received by the City from the sale of the bonds shall be deposited with the Depositary in trust and there are hereby created two special accounts to be designated respectively "Motor Vehicle Parking Facility Construction Account, 1970" and "4R-22L Runway and Land Acquisition Account, 1970", and there shall be deposited in said Motor Vehicle Parking Facility Construction Account, 1970 an amount equal to 72.5888% of the proceeds derived from the sale of the bonds, and there shall be deposited in the 4R-22L Runway and Land Acquisition Account, 1970, an amount equal to 27.4112% of the proceeds derived from the sale of the bonds. Disbursements from said Account shall be made in the same manner as disbursements are required to be made by Section 3.01 of the Ordinance.

In the event there is a surplus of funds in either the Motor Vehicle Parking Facility Construction Account or the 4R-22L Runway Construction Account, after completion of the construction of the Motor Vehicle Parking Facility or the 4R-22L Runway, said surplus may be transferred to the other Construction Account upon the written order of the Airline's Representative and the Consulting Engineer.

*Section 10.* That as soon as may be after this Ordinance becomes effective said bonds shall be executed as provided by the Ordinance and this Supplemental Ordinance and be delivered to the City Comptroller and Treasurer and be by said officials delivered to ............ and Associates, upon payment of the purchase price, same being $......, plus accrued interest, contract for the sale of which heretofore entered into be and the same is in all respects ratified and approved.

*Section 11.* The Mayor, City Comptroller, Corporation Counsel, City Treasurer, Commissioner of Public Works, Commissioner of Aviation and City Clerk, be and they are hereby authorized and empowered for and on behalf of the City to execute and deliver any and all other documents, papers or instruments, and to do or cause to be done all such acts and things that they may deem necessary or desirable in connection with said Purchase Contract, the Ordinance, or this Supplemental Ordinance.

*Section 12.* In determining whether additional bonds may be issued under Section 2.16 of the Ordinance, the Series of March, 1970 bonds shall be considered the same as bonds issued pursuant to Section 2.02 or Section 2.15 of the Ordinance for the purposes of subparagraph (c) of such section.

*Section 13.* This Supplemental Ordinance shall be in full force and effect immediately upon its passage and publication as provided by law.

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### *Action Deferred*—ON PROPOSED ORDINANCE AMENDING BUDGET OF MODEL CITIES PROGRAM.

The Committee on Finance submitted the following report, which was, at the request of two aldermen present (Alderman Despres and Alderman Rayner) *Deferred* and ordered published:

CHICAGO, February 25, 1970.

*To the President and Members of the City Council:*

Your Committee on Finance to which was referred a communication dated January 16, 1970 from the Office of the Mayor transmitting a proposed ordinance amending the Budget of the Model Cities Program which was adopted by Council action April 25, 1969 and subsequently approved by the Department of Housing and Urban Development, to more accurately relate to program modifications, agency adjustments and phasing changes made since its original submittal and approval nine months ago, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by viva voce vote of members of the committee.

Respectfully submitted,

(Signed) THOMAS E. KEANE,
*Chairman.*

The following is the proposed ordinance transmitted with the foregoing committee report:

*Whereas,* The City Council of the City of Chicago by ordinance adopted April 25, 1969, authorized the Mayor to submit to the Secretary of Housing and Urban Development, Chicago's Comprehensive Cities Demonstration Program (hereinafter referred to as the "Program"); and

*Whereas,* Said Program was subsequently approved by the Department of Housing and Urban Development, and by action taken July 15, 1969, this Council authorized the Mayor to execute a Grant Agreement in the amount of $38,159,000 which had been submitted to the City of Chicago by the said Department for the purpose of carrying out the first year Action Program; and

*Whereas,* The Program as submitted, approved and executed contained therein a Budget prescrib-

(Continued on page 7958)

EXHIBIT NO. 1

## City of Chicago

## Model Cities Program

The pages which follow contain amendments to the First Year Model Cities Action Program in Chicago. Included in the document are:

1. Budget Summary
2. Revised Program Administration Budget, including Planning and Evaluation, Citizen Participation, and Cost of Election.
3. Revised Project Budgets, including new projects and Relocation Program.
4. Relocation Costs.

## City of Chicago

## Model Cities Program

### I. Budget Summary

| | | |
|---|---|---|
| A. | Program Administration, including Planning and Evaluation, Citizen Participation, and Cost of Election. | $ 3,781,098.00 |
| B. | Revised Project Budgets, including New Projects and Relocation Program. | 35,075,551.00 |
| C. | Unallocated Model Cities Supplemental Funds. | 58,571.00 |
| | Sub-total | $ 38,915,220.00 |
| | Less 20% local contribution of Program Administration | 756,220.00 |
| | TOTAL | $ 38,159,000.00 |

### II. Explanation of Program Administration Amendments

There are seven cost categories in which funds are budgeted when applying for funds under Title I of the Demonstration Cities and Metropolitan Development Act of 1966; personnel, consultant and contract services, travel, space, consumable supplies, rental, lease, or purchase of equipment, and other. The amendments to be made to this program administration budget are as follows:

## City of Chicago

## Model Cities Program

### A. Personnel

The original request under this cost category was for $1,178,355.00. The revised budget request is for $1,494,635.00, an increase of $316,280.00. This increase is due to the addition of staff needed to carry out the administration of this program and the recouping of cost incurred during the Letter to Proceed period.

### B. Consultant and Contract Services

The original request under this cost category was for $1,650,000.00. The revised budget request is for $1,325,133.00, a decrease of $324,867.00. This decrease is due in part to the removal of training cost and a reduction in the provision for consultant services.

### C. Travel

The original request under this cost category was for $17,000.00. The revised budget request is for $21,297.00, an increase of $4,297.00. This increase is a result of the provision for out-of-town travel being raised to a more realistic amount and the addition of a provision to cover cost incurred during the Letter to Proceed period.

### D. Space

The original request under this cost category was for $125,000.00. The revised budget is for $99,752.00, a decrease of $25,248.00. This decrease is due to a reduction in the allowance per square foot per person and a reduction in the cost per square foot.

## City of Chicago

## Model Cities Program

**E. Consumable Supplies**

The original request under this cost category was for $30,000.00. The revised budget request is for $34,449.00, an increase of $4,449.00. This increase is due to the inclusion of cost incurred during the Letter to Proceed period.

**F.** Rental, Lease, or Purchase of Equipment

The original request under this cost category was for $120,000.00. The revised budget request is for $116,632.00, a decrease of $3,368.00. This decrease is due to a better development of cost for this category.

**G.** Other

The original request under this cost category was for $375,000.00. The revised budget request is for $689,200.00, an increase of $314,200.00. This increase is due to the allocation of funds for Training and Public Information and Education, the election of council members, and a provision to cover cost incurred during the Letter to Proceed period.

The total original request was for $2,796,284.00. The revised total request is for $3,024,878.00, an increase of $228,594.00.

**III. & IV.** Revised Project Budgets, including New Projects and Relocation Program

The projects listed on the following pages are in two categories: Projects contained in the First Year Action Program for which there has been a change in sponsor, a substantial change in program activity, or an increase in budget of 10% or $100,000.00 over the original allocation of Supplemental Funds, new First Year Action projects and Relocation Program.

Projects which are modified are shown with the original estimated cost and the original MCA Share (Supplemental Fund Request), as well as the Revised MCA Share and the amount in excess of the original MCA Share. Changes in sponsor or substantial changes in program activity are indicated.

New First Year Action projects, and Relocation Program are listed along with their sponsor and the MCA Share requested.

January 19, 1970

Form Approved
Budget Bureau No. 6

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

## BUDGET FOR SUPPLEMENTARY GRANT ACTIVITY

(Use This Form as a Budget for Each Activity (Including Relocation)
Funded Under Section 105 of Title I of the Demonstration Cities and
Metropolitan Development Act of 1966)

---

1. NAME OF CITY DEMONSTRATION AGENCY

Chicago Model Cities Program

2. BRIEF DESCRIPTIVE TITLE OF ACTIVITY

Program Administration

3. NAME, ADDRESS AND ZIP CODE OF OPERATING ENTITY

Chicago Model Cities Program
640 North La Salle Street, Chicago, Illinois 60610

4. TYPE OF ENTITY – Is the entity a *(Check applicable box or boxes)*:

☐ City Department ☐ Public Agency ☐ Neighborhood-b

☐ Private (Nonprofit) ☐ Private (Profit Making) ☒ Other (Specify)

Program of the
Office of the Mayo

5. PREVIOUS APPLICATION – Has this activity, in substantially its present form, ever been the subject of a previous appli tion for Federal financial assistance?

☐ NO ☐ YES If "YES", attach an explanatory statement.

6. MAINTENANCE OF EFFORT – Any activity which is an extension to the Model Neighborhood or an upgrading of existing services must be accompanied by an explanatory statement which shows that the extension or upgrading being funded by thi budget is an addition to and not a substitution of local efforts.

7. METHOD OF ALLOCATION – If cost is to be shared by others add an explanatory statement which identifies the sharing enti (or entities) and the method of allocation.

January 19, 1970

**8. BUDGET** PROGRAM ADMINISTRATION

| COST CATEGORY | b. ESTIMATED COST | c. MCA SHARE *(If cost is being shared with others)* |
|---|---|---|
| (1) Personnel | $ 1,494,635.00 | $ 1,494,635.00 |
| (2) Consultants and Contract Services | $ 1,325,133.00 | 1,325,133.00 |
| (3). Travel | 21,297.00 | 21,297.00 |
| (4) Space | 99,752.00 | 99,752.00 |
| (5) Consumable Supplies | 34,449.00 | 34,449.00 |
| (6) Rental, Lease, or Purchase of Equipment | 116,632.00 | 116,632.00 |
| (7) Other: | 689,200.00 | 689,200.00 |
| Local Share | | (756,220.00) |
| | | |
| | | |
| TOTAL | 3,781,098.00 | 3,024,878.00 |

**SUBMISSION:**

*Signature and Title of Authorized Official* *Date*

**10. APPROVAL:**

a. *Signature and Title of Authorized HUD Official* *Date*

## Revised and New Projects

A. The following constitute revised projects:

| Account Nos. Old | Account Nos. New | Project Name (Sponsor) | Original Estimated Cost | Original MCA Share | Revised MCA Share | MCA Amoun In Excess |
|---|---|---|---|---|---|---|
| 1003 | 1803 | Model Cities Development of New Hospitals (Sponsor changed from Hospital Planning Council for Metropolitan Chicago to Comprehensive Health Planning, Inc.) | 100,000 | 100,000 | ---- | ---- |
| 1005 | 1405 | Training Program for Allied Health Personnel (Chicago Board of Health): Number of trainees decreased from 200-300 to 100 to allow payment of training stipends to trainees. | 200,000 | 200,000 | ---- | ---- |
| 2002 | 2202 | Development of New Construction and Rehabilitation Techniques | 1,500,000 | 1,000,000 | ----<br>1,389,900.00 | ---- |
| 2015 | 2215 | Broadening Housing Options (Department of Development and Planning): These studies were merged. | 400,000 | 400,000 | ---- | ---- |
| 3006 | 3406 | Co-Plus Schools (Chicago Board of Education) Additions to Co-Plus Budget includes funds for in-service training transferred from project 3004 In-Service Training program originally budgeted for service to Co-Plus Schools. | 7,181,637 | 7,181,637 | 7,757,628 | 575,991 |
| 3013 | 3413 | Involve Parents in Solving Problems of Truancy (Chicago Board of Education) | 40,261 | 40,261 | 46,555 | 6,294 |

| Account Nos. Old | Account Nos. New | Project Name (Sponsor) | Original Estimated Cost | Original MCA Share | Revised MCA Share | MCA Amount In Excess |
|---|---|---|---|---|---|---|
| 5005 | 5705 | Parent Child Center (Marillac House): decrease in funds coincides with a reduction in the number of children from 125 to 50 due to space limitations | 120,000 | 120,000 | 65,646 | ---- |
| 5009 | 5509 | Foster Family Day Care (State Department of Children and Family Services): Increased costs are incurred through the addition of four para-professional community aides to assist in the identification and licensing of foster day care homes and follow-up services. | 46,500 | 46,500 | 74,646 | 28,146 |
| 8003 | 8103 | Volunteer Program (Department of Human Resources): Increased costs are incurred through the addition of staff time to the project. | 26,594 | 26,594 | 33,271 | 6,677 |
| ~~9001~~ | ---- | New Careers Program: Community Improvement Agents | 2,764,160 | 2,764,160 | ---- | ---- |
| ~~4001~~ | 4801<br>~~4801~~ | Community Service Aides and Community Relations Project (Chicago Police Department): These two projects have been merged into one. | 633,168 | 633,168 | 3,290,473 DAB<br>~~3,290,473~~ | ---- |
| 9102 | | - Change of Sponsor of the extended Concentrated Employment Program from the Dept. of Human Resources to the Chicago Committee on Urban Opportunity.<br>Change of name of Program from Concentrated Employment Program to the Model Cities Manpower Program. | | 2,000,000<br>SAME<br>No change | | |

B. The following constitute new projects:

| Account Nos. Old | New | Project Name (Sponsor) | Original Estimated Cost | Original MCA Share | Revised MCA Share | MCA Amount In Excess |
|---|---|---|---|---|---|---|
| None | 13001 | Mayor's Office of Inquiry and Information (Existing Mayor's Office of Inquiry and Information) | — | — | 179,328 | 179,328 |
| None | 13002 | Registrar of Citizens' Complaints (Existing Registrar of Citizens' Complaints) | — | — | 161,026 | 161,026 |
| None | 13003 | Contractor Compliance and Equal Opportunity Program | — | — | 203,292 | 203,292 |
| None | 13004 | Personnel Practices Analysis (Civil Service Commission | — | — | 24,261 | 24,261 |
| None | 13005 | Relocation Program (Department of Urban Renewal) | — | — | 304,411 | 304,411 |
| | | | Total New Projects | | 872,318 | 872,318 |

C. **Summary:** Revised and New Projects

| | Original MCA Share | Revised MCA Share | MCA Amount In Excess |
|---|---|---|---|
| (A) Projects with budget additions of at least 10% or $100,000 over the original MCA Share | $ 7,294,992 | 7,912,100 | 617,108 |
| (B) All New Projects | — | 872,318 | 872,318 |
| (C) All other Projects | 27,108,886 | 26,291,133 | 817,753 |
| Total | $ 34,403,878 | 35,075,551 | 671,673 |

*Decrease

(Continued from page 7948)

ing amounts deemed necessary and desirable for adequately funding the grant activities described therein; said amounts having been projected from the best and most current information available at the time; and

*Whereas,* An amendment to said Program Budget is now required so that said Program Budget may accurately and adequately provide fund adjustments made necessary by reason of program modifications, phasing changes and agency adjustments, as well as by the experience gained in actual operation of the Program; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

*Section 1.* That the Program Budget contained in Chicago's Comprehensive Cities Demonstration Program approved by City Council action April 25, 1969 and executed by the Mayor subsequent to Council authorization of July 15, 1969 be and the same is hereby amended in lines, words and figures as set out in Exhibit No. 1 attached hereto and made a part hereof.

*Section 2.* This ordinance shall take effect immediately upon passage.

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### *Action Deferred*—ON PROPOSED ORDINANCE FOR EXECUTION OF LEASE FOR SPACE AT NO. 4552 N. BROADWAY FOR POLICE DEPARTMENT AND COMMUNITY SERVICE AIDE OFFICES—MODEL CITIES PROGRAM.

The Committee on Finance submitted the following report, which was, at the request of two aldermen present (Alderman Simon and Alderman Hoellen) *Deferred* and ordered published:

CHICAGO, February 25, 1970.

*To the President and Members of the City Council:*

Your Committee on Finance to which was referred a communication dated January 29, 1970 from the City Comptroller transmitting an ordinance to authorize a lease from Leo Price & Sons, Inc., Agents for beneficiaries of American National Bank and Trust Co., Trust No. 7031, for approximately 2,330 square feet, 1st floor at 4552 N. Broadway for Police Department and Community Service Aide offices—Model Cities Program (19th and 20th Police Districts), rental of $500.00 per month, having had the same under advisement begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by 30 members of the committee, with 3 dissenting vote.

Respectfully submitted,

(Signed) THOMAS E. KEANE,
*Chairman.*

The following is the proposed ordinance transmitted with the foregoing committee report:

Be It Ordained by the City Council of the City of Chicago:

*Section 1.* That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from Leo Price & Son, Inc., Agents for beneficiaries of American National Bank and Trust Co., Trust No. 7031, for approximately 2,330 square feet, 1st floor at 4552 N. Broadway for Police Department and Community Service Aide offices—Model Cities Program (19th & 20th Police Districts), such lease to be approved by the Superintendent of Police, and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on page 7959 of this Journal]

*Section 2.* This ordinance shall be in force and effect from and after its passage.

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### *Failed to Pass*—PROPOSED ORDINANCES AND PROPOSED ORDERS.

The Committee on Finance submitted reports recommending that the City Council *Do Not Pass* proposed ordinances and proposed orders transmitted therewith, which had been referred to the Committee on the dates noted below, as follows:

(January 17, 1969) Proposed ordinance concerning lease to Calumet Marine Towing Corporation at Navy Pier;

(March 21, 1969) Proposed ordinance authorizing a renewal of agreement with Butler Aviation Company at Chicago Midway Airport;

(November 17, 1969) Proposed order to cancel Warrant for Collection No. R1-11538 and No. R1-11539, in the amounts of $16.00 respectively, for driveway maintenance fees assessed against Louise Burg Hospital, No. 255 W. Cermak Road;

(November 17, 1969) Proposed order to cancel Warrant for Collection No. D-87181, in the amount of $20.00 assessed against the Jewish Community Center, No. 3003 W. Touhy Avenue;

(November 17, 1969) Proposed order to cancel Warrant for Collection No. R1-9238, in the amount of $26.00, assessed against the Twentieth Church of Christ, Scientist, Chicago, No. 6320 N. Sacramento Avenue;

(January 19, 1970) Proposed order to direct issuance of permit to the Near North Management Company to display flower boxes in sidewalk at No. 21 W. Elm Street.

Alderman Keane moved to *Concur* in the committee's recommendations. The several questions thereupon became: *Shall the proposed ordinances (or proposed orders) Pass, the recommendations of the committee to the contrary notwithstanding?;* and the several questions being put, said proposed ordinances and proposed orders *Failed to Pass,* by yeas and nays as follows: *Yeas*—None; *Nays*—42.

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### *Placed on File*—MISCELLANEOUS MATTERS.

The Committee on Finance submitted reports recommending that the City Council *Place on File* miscellaneous documents transmitted therewith. On motion of Alderman Keane the committee's recommendations were *Concurred In.*

The following is a summary of said documents:

A communication from Department of Public Works dated February 4, 1970, transmitting Monthly Progress Report No. 271 for the month ending November 30, 1969, showing progress of construction on Sewer Bond Issue Projects;

A communication from the Municipal Tuberculosis Sanitarium dated February 11, 1970, trans-

(Continued on page 7960)

**This Agreement,** Made this ............ day of ............

A. D. 1970, between Leo Price & Son Inc., Agents for beneficiaries of American National Bank and Trust Co., Trust #7031, as Lessor, and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

**Witnesseth:** That the Lessor do hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: approximately 2,330 square feet, 1st floor at 4552 N. Broadway for Police Department and Community Service Aide offices - Model Cities Program (19th & 20th Police Districts).

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of February A. D. 1970/or date of occupation and ending on the 31st day of January A. D. 1972 Lessee has the right to terminate this lease on 30 day prior notice ~~and the right to renew this lease for a further period of~~ ~~on the same terms and rental, by giving to the Lessor in either case days' written notice of its election so to do~~

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at 4552 N. Broadway, Chicago, Illinois 60640, or at such other place as the Lessor from time to time in writing may appoint.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of Five Hundred and no/100------------------------------------------------($ 500.00) Dollars per month, payable in advance on the first day of each calendar month at the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at his own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

Lessor shall paint, clean premises, furnish heat per municipal code during normal working hours Monday thru Saturday, provide strip lighting, provide 3 toilets, clean and seal floors before occupancy, grants permission to Lessee to erect temporary partitions, Lessee may use utility heater. Lessee pays electric and janitorial service and plate glass insurance. It is mutually agreed and understood by and between the parties hereto that the remuneration mentioned in this lease is payable solely from funds when made available by the Federal Government, from Model Cities Funds.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

**In Witness Whereof,** this lease is signed by or on behalf of the parties hereto the day and year first above written.

[Signature forms omitted]

(Continued from page 7958)

mitting a financial statement of the Sanitarium for the month of November, 1969;

A communication from The Lydia Children's Home dated February 16, 1970, transmitting an audit report issued by Peat Marwick Mitchell & Co., covering the fiscal year ending October 31, 1969.

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### *Disallowed*—SUNDRY CLAIMS FOR PAYMENTS OF DAMAGES, REFUNDS, ETC. *(Adverse Recommendations by Committee).*

The Committee on Finance submitted a report recommending that the City Council *Disallow* certain miscellaneous claims. On motion of Alderman Keane the committee's recommendations were *Concurred In.*

The following is a summary of said claims, which were referred to the committee on the respective dates noted in parentheses:

*Compensation for Personal Injuries:*

(October 8, 1969) Paul J. Crylen for minor son Robert;
(October 8, 1969) George Black for minor son James;
(October 29, 1969) Bituminous Casualty Corp. and Frank Ganka & Stoller Cartage;
(October 29, 1969) Evelyn Sugar;
(December 9, 1969) Mrs. Rita Aspel for minor son Thomas;
(December 30, 1969) Richard Saettone;
(January 19, 1970) Joseph Bartosiewicz.

*Compensation for Vehicle Damage:*

(November 15, 1968) Thomas F. O'Brien;
(July 29, 1969) Donald Nelson;
(September 5, 1969) Charles Sachs, c/o General Accident Group;
(September 5, 1969) Kandlbinder-Mohr Ins. and Basil Ghiatras;
(September 5, 1969) Bertha Sweet, c/o State Farm Mutual Co.;
(September 17, 1969) Allstate Ins. and James Hinkle;
(October 8, 1969) Government Employees Ins. Co. and Harry Bush;
(October 8, 1969) Allstate Ins. and Perry Whittaker;
(October 8, 1969) Allstate Ins. and Nancy L. Gaddis;
(October 8, 1969) Aaron Hope;
(October 29, 1969) Travelers Ins. Co. and Arthur Averitte;
(October 29, 1969) Emmco Ins. Co. and William E. Horn;
(October 29, 1969) Liberty Mutual Ins. and Henry Schmidt;
(October 29, 1969) Allstate Ins. and Kenneth Leigh;
(October 29, 1969) Timothy Veal;
(October 29, 1969) Joseph Chepon;
(December 2, 1969) Emma L. Greer;
(December 2, 1969) Jack Begun;
(December 2, 1969) Edward Conley;
(December 2, 1969) Joe Harris;
(December 9, 1969) Travelers Ins. Co. and Nick Vagenas;
(December 9, 1969) Theodore A. Harris;
(December 9, 1969) Steven Coen;
(December 16, 1969) State Farm Ins. and Schawarsch Kotscharjan;
(December 16, 1969) Allstate Ins. and James Murchison;
(December 23, 1969) Philip A. Odell;
(December 23, 1969) Joan Gaylord;
(January 5, 1970) Jimmie Prier;
(January 5, 1970) Victor Gondra;
(January 19, 1970) Ural Wynne;
(January 19, 1970) Mrs. Maurice Hoffman;
(January 19, 1970) Clifton Colman.

*Compensation for Property Damage:*

(September 5, 1969) Norfolk & Western Railway;
(October 29, 1969) Mrs. Marie Bright;
(November 17, 1969) Kenneth Wheeler;
(December 2, 1969) Clairice Winkel;
(December 2, 1969) Steven L. Amdur Realty Co., Inc.;
(December 23, 1969) Peoples Gas Light & Coke Co.;
(December 23, 1969) Peoples Gas Light & Coke Co.;
(January 5, 1970) Arthur J. Gahan;
(January 19, 1970) Victoria Warchalowski;
(January 19, 1970) Texaco Inc., c/o J. S. Koscal;
(January 19, 1970) Dorothy Bayless;
(January 19, 1970) Mrs. Evangeline Rankin.

*Compensation for Various License Refunds:*

(July 29, 1969) Nettye Olsen;
(September 5, 1969) Eli Howard Campbell;
(September 5, 1969) Leslie O. Johnson;
(September 5, 1969) John J. Kelly;
(September 17, 1969) Albert M. Caldwell;
(December 30, 1969) Edward J. Simonic;
(January 19, 1969) Percoulas Vasiliki.

*Compensation for Refunds of Water Rates:*

(October 29, 1969) Samuel M. Duxler & Co.

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## COMMITTEE ON CULTURAL AND ECONOMIC DEVELOPMENT.

### Creation of Chicago Arts Council Requested.

The Committee on Cultural and Economic Development submitted the following report:

CHICAGO, February 17, 1970.

*To the President and Members of the City Council:*

Your Committee on Cultural and Economic Development begs leave to recommend that Your Honorable Body pass the proposed resolution transmitted herewith, to recommend that the Mayor of the City of Chicago create and form a Chicago Arts Council with a full-time executive director to assist in fund raising and to encourage the cultural development movement in Chicago, such committee to be composed of members influential in the business and commercial communities and members of cultural background to insure success in the raising of funds, as well as the allocation of funds to accomplish the spirit and intent expressed in said proposed resolution.

This resolution was concurred in unanimously by the members of the committee.

Respectfully submitted,

(Signed) EDWIN P. FIFIELSKI,
*Chairman.*

Alderman Fifielski moved to Concur In the committee's recommendation and Adopt the proposed resolution transmitted therewith. The motion *Prevailed* and said proposed resolution was *Adopted* unanimously.

The following is said resolution as adopted:

WHEREAS, It is generally recognized that added assistance is needed to support and advance the performing and creative arts in the Chicago area, particularly of a financial nature; and

WHEREAS, The City of Chicago has a nucleus to project Chicago into contention as the No. 1 cultural city in the nation; and

WHEREAS, The financial needs of groups and organizations vary from substantial sums to relatively small sums for some of the local or neighborhood cultural endeavors; and

WHEREAS, It is generally accepted that there is an immediate and dire need for a central agency to assist in fund-raising and encouraging the cultural development of the City of Chicago; and

WHEREAS, It would be advisable to have such central agency to be composed of members with fund-raising abilities and also members with cultural backgrounds; now, therefore,

*Be It Resolved,* That the Chicago City Council Committee on Cultural and Economic Development recommend that the Mayor of the City of Chicago create and form a Chicago Arts Council with a full time Executive Director; and

*Be It Further Resolved,* That such Committee be composed of members influential in the business and commercial communities and members of cultural background to insure success in the raising of funds, as well as the allocation of funds to accomplish the spirit and intent herein expressed.

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### Commendation Extended W.G.N. Continental Broadcasting Co. on Behalf of Artists' Showcase and Selection for Business in Arts National Award.

The Committee on Cultural and Economic Development submitted a report recommending that the City Council adopt the following proposed resolution transmitted therewith:

WHEREAS, The Committee on Cultural and Economic Development was solicited by the Associated Council of the Arts to submit a nominee for the outstanding business-sponsored project of the year, given by the Business Committee for the Arts and Esquire Magazine; and

WHEREAS, The theme this year is devoted to "Youth, Education and the Arts"; and

WHEREAS, The Committee nominated W.G.N. Continental Broadcasting Company for its interest in and support of Artists' Showcase, a television presentation by W.G.N. since February 22, 1966; and

WHEREAS, Artists' Showcase features aspiring young musical artists, together with noted guests in the field of classical music; and

WHEREAS, The young artists are accompanied by a 32-piece concert orchestra; and

WHEREAS, Because of its dedication to youth opportunity and education in the Arts, the Committee recommended W.G.N. Continental Broadcasting Company for the "Business in the Arts" National Award, jointly sponsored by the Associated Council of the Arts and Esquire Magazine; now, therefore,

*Be It Resolved,* That we, the members of the City Council of the City of Chicago, hereby commend the W.G.N. Continental Broadcasting Company for its interest and encouragement on behalf of Artists' Showcase; and urge the selection of this outstanding representative of the television medium as the recipient of the "Business In The Arts" National Award jointly sponsored by the Associated Council of the Arts and Esquire Magazine.

On motion of Alderman Fifielski the foregoing proposed resolution was *Adopted,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Marzullo, Zydlo, Jambrone, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—42.

*Nays*—None.

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## COMMITTEE ON LOCAL TRANSPORTATION.

### Corporation Counsel Directed to Intervene in Illinois Central Railroad City Fare Increase Proceeding.

The Committee on Local Transportation submitted the following report:

CHICAGO, February 24, 1970.

*To the President and Members of the City Council:*

Your Committee on Local Transportation, having had under consideration a proposed resolution (referred to Your Committee on January 5, 1970) to direct the Corporation Counsel to intervene in the Illinois Central Railroad City fare increase proceedings and defend against the request for fare increase, begs leave to recommend that Your Honorable Body pass the said proposed resolution, which is transmitted herewith.

This recommendation was concurred in by 6 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) VITO MARZULLO,
*Chairman.*

On motion of Alderman Marzullo the committee's recommendation was Concurred In and said proposed resolution was *Adopted* unanimously.

The following is said resolution as adopted:

*Whereas,* The Illinois Central Railroad has asked the Illinois Commerce Commission for approval of a 20% increase in city fares; now, therefore,

*Be It Resolved by the City Council of Chicago,* That the Law Department is directed to intervene in the proceeding, represent Chicagoans' interests, and defend against the request for the fare increase.

### Ordinance Repealed for Establishment of Taxicab Stand No. 431.

The Committee on Local Transportation submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (which was referred to the committee on January 19, 1970):

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the ordinance passed by the City Council on April 20, 1966, page 6625 of the Journal of the Proceedings, establishing Taxicab Stand No. 431 on W. Roosevelt Rd., along the north curb, from a point 85 feet east of the east line of S. Halsted Street to a point 60 feet east thereof—3 vehicles, be and the same is hereby repealed, and said taxicab stand is hereby abolished.

SECTION 2. This ordinance shall be in full force and effect from and after its passage and due publication.

On motion of Alderman Marzullo said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Marzullo, Zydlo, Jambrone, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—42.

*Nays*—None.

### New Regulations Prescribed Governing Transportation of Flammable Liquids on Certain Public Ways.

The Committee on Local Transportation submitted the following report:

CHICAGO, February 24, 1970.

*To the President and Members of the City Council:*

Your Committee on Local Transportation, having had under consideration a proposed ordinance (referred to Your Committee on December 23, 1969) to amend Section 129-55.3 of the Municipal Code of Chicago concerning regulations governing the transportation of flammable liquids on certain public ways, begs leave to recommend that Your Honorable Body pass the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 6 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) VITO MARZULLO,
*Chairman.*

The following is said proposed ordinance transmitted with the foregoing committee report:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Chapter 129-55.3 of the Municipal Code of Chicago is hereby amended to read as follows:

"129-55.3. It shall be unlawful for any person to transport flammable liquids on any public ways, within the city under which is constructed any subway used exclusively for local passenger transportation purposes. Such public ways shall include but not be limited to the following:

S. and N. State Street from E. 13th Street to E. and W. Division Street;

W. Division Street from N. State Street to N. Clybourn Avenue;

N. Clybourn Avenue from W. Division Street to W. Willow Street;

S. and N. Dearborn Street from W. Harrison Street to W. Lake Street;

W. Lake Street from N. Dearborn Street to N. Milwaukee Avenue;

N. Milwaukee Avenue from W. Lake Street to W. Division Street;

N. Milwaukee Avenue, from the east bound roadway of Logan Square to W. Diversey Avenue;

N. Kimball Avenue from W. Diversey Avenue to and including southeast bound off ramp of the Kennedy Expressway (Interstate 94).

Provided, however, that nothing herein contained shall prevent the operator of any authorized motor vehicle used for the transportation of flammable liquids from crossing any such public way at an intersection or from making deliveries in any block in which case such person shall approach and leave the place of delivery by means of the nearest intersecting street."

SECTION 2. This ordinance shall take effect upon passage and due publication.

On motion of Alderman Marzullo the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Marzullo, Zydlo, Jambrone, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—42.

*Nays*—None.

### Chicago Transit Authority Requested to Post Crossing Guard at Specified Location.

The Committee on Local Transportation submitted the following report:

CHICAGO, February 24, 1970.

*To the President and Members of the City Council:*

Your Committee on Local Transportation, having had under consideration a proposed resolution (referred on January 19, 1970) to request the Chicago Transit Authority to post a crossing guard at the Spaulding Avenue grade crossing on the Ravenswood Line, begs leave to recommend that Your Honorable Body pass the said proposed resolution, which is transmitted herewith.

This recommendation was concurred in by 6 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) VITO MARZULLO,
*Chairman.*

On motion of Alderman Marzullo the committee's recommendation was Concurred In and said proposed resolution was *Adopted.*

The following is said resolution as adopted:

*Resolved,* That in the interest of public safety the Chicago Transit Authority be requested by the City Council to post a crossing guard at the Spaulding Avenue grade crossing on the Ravenswood line.

## COMMITTEE ON TRAFFIC AND PUBLIC SAFETY.

### Parking Meter Zones Established or Discontinued on Portions of Specified Streets.

The Committee on Traffic and Public Safety submitted reports recommending that the City Council pass four proposed ordinances transmitted therewith (as substitutes for proposed ordinances and a proposed order previously referred to the committee) in reference to the establishment or discontinuance of parking-meter zones at sundry locations.

On separate motions made by Alderman Wigoda *each* of the said substitute proposed ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Marzullo, Zydlo, Jambrone, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—42.

*Nays*—None.

Said ordinances as passed read respectively as follows (the Italic heading in each case not being a part of the ordinance):

*Portion of E. 13th St.—"Cermak-Harrison-State-Wabash Area No. 90" (Project NSS).*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 27-415 of the Municipal Code of Chicago, parking-meter zones are hereby established on the following street, within the limits indicated:

| *Street* | *Limits* |
|---|---|
| E. 13th Street (both sides) | Between S. State Street and S. Indiana Avenue. |

The portion of street above designated and shown in detail and particularity on the plans and drawings filed with the Bureau of Street Traffic shall be added to and constitute a part of the "Cermak-Harrison-State-Wabash Area No. 90" (Project NSS).

SECTION 2. Pursuant to Section 27-328 of said Code, parking in such parking-meter zones shall be limited to two hours during the period between eight o'clock a.m. and six o'clock p.m. Monday through Saturday of each week, except when any such day is a holiday as defined in Section 27-200 of said Code.

Provided, however, that whenever the Commissioner of Streets and Sanitation on the basis of a traffic-engineering survey, determines that parking in certain specified meter stalls in the said meter area should be limited to a lesser or greater period of time, he may designate the particular meters and the limit applicable thereto. The limited time meters in such meter stalls shall be conspicuously marked so as to clearly distinguish them from the hourly meters.

SECTION 3. Pursuant to Section 27-328 of said Code, fees for parking in such parking-meter zones during the period of time parking is limited to two hours, shall be five cents for each one-half hour period or any part thereof, not to exceed a total of two hours.

SECTION 4. Pursuant to Section 27-410 of the said Code, freight curb loading zones are hereby established in such parking-meter zones as shown on said plans and drawings filed herewith.

SECTION 5. Parking shall be prohibited in each freight curb loading zone during the periods of time parking is prohibited in the parking-meter zone located adjacent thereto.

SECTION 6. All ordinances and parts of ordinances in conflict herewith are repealed or modified to the extent of such conflict.

SECTION 7. This ordinance shall take effect and be in force from and after its passage and publication.

*Portion of W. Montrose Av.—"Damen-Montrose Area No. 73" (Project MAY).*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 27-415 of the Municipal Code of Chicago, parking-meter zones are hereby established on the following streets, within the limits indicated:

| *Street* | *Limits* |
|---|---|
| W. Montrose Avenue (north side) | From N. Maplewood Avenue to N. Western Avenue |
| W. Montrose Avenue (south side) | From N. Western Avenue to N. Campbell Avenue. |

The portion of streets above designated and shown in detail and particularity on the plans and drawings filed with the Bureau of Street Traffic shall be added to and constitute a part of the "Damen-Montrose Area No. 73" (Project MAY).

SECTION 2. Pursuant to Section 27-328 of said Code, parking in such parking-meter zones shall be limited to two hours during the period between eight o'clock a.m. and six o'clock p.m. on Tuesday, Wednesday, Friday and Saturday of each week and during the period between eight o'clock a.m. and nine o'clock p.m. on Monday and Thursday of each week, except when any such day is a holiday as defined in Section 27-200 of said Code.

Provided, however, that whenever the Commissioner of Streets and Sanitation on the basis of a traffic-engineering survey, determines that parking in certain specified meter stalls in the said meter area should be limited to a lesser or greater period of time, he may designate the particular meters and the limit applicable thereto. The limited time meters in such meter stalls shall be conspicuously marked so as to clearly distinguish them from the hourly meters.

SECTION 3. Pursuant to Section 27-328 of said Code, fees for parking in such parking-meter zones during the period of time parking is limited to two hours, shall be five cents for one hour or any part thereof, not to exceed a total of two hours.

SECTION 4. Pursuant to Section 27-410 of the said Code, freight curb loading zones are hereby established in such parking-meter zones as shown on said plans and drawings filed herewith.

SECTION 5. Parking shall be prohibited in each freight curb loading zone during the periods of time parking is prohibited in the parking meter zone located adjacent thereto.

SECTION 6. All ordinances and parts of ordinances in conflict herewith are repealed or modified to the extent of such conflict.

SECTION 7. This ordinance shall take effect and be in force from and after its passage and publication.

*Portion of W. Grand Av.—"Grand-Harlem Area No. 22" (Project GH).*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 27-415 of the Municipal Code of Chicago, parking-meter zones are hereby established on the following street, within the limits indicated:

| *Street* | *Limits* |
|---|---|
| W. Grand Avenue (north side) | Between N. Sayre Avenue and N. Nordica Avenue. |

The portion of street above designated and shown in detail and particularity on the plans and drawings filed with the Bureau of Street Traffic shall be added to and constitute a part of the "Grand-Harlem Area No. 22" (Project GH).

SECTION 2. Pursuant to Section 27-328 of said Code, parking in such parking-meter zones shall be limited to two hours during the period between eight o'clock a.m. and six o'clock p.m. on Tuesdays, Wednesdays, Fridays and Saturdays of each week, and eight o'clock a.m. and nine o'clock p.m. on Mondays and Thursdays of each week, except when any such day is a holiday as defined in Section 27-200 of said Code.

Provided, however, that whenever the Commissioner of Streets and Sanitation on the basis of a traffic-engineering survey, determines that parking in certain specified meter stalls in the said meter area should be limited to a lesser or greater period of time, he may designate the particular meters and the limit applicable thereto. The limited time meters in such meter stalls shall be conspicuously marked so as to clearly distinguish them from the hourly meters.

SECTION 3. Pursuant to Section 27-328 of said Code, fees for parking in such parking-meter zones during the period of time parking is limited to two hours, shall be five cents for one hour or any part thereof, not to exceed a total of two hours.

SECTION 4. Pursuant to Section 27-410 of the said Code, freight curb loading zones are hereby established in such parking-meter zones as shown on said plans and drawings filed herewith.

SECTION 5. Parking shall be prohibited in each freight curb loading zone during the periods of time parking is prohibited in the parking meter zone located adjacent thereto.

SECTION 6. All ordinances and parts of ordinances in conflict herewith are repealed or modified to the extent of such conflict.

SECTION 7. This ordinance shall take effect and be in force from and after its passage and publication.

*Discontinuance on Portion of E. 13th St.—"Cermak-Harrison-State-Wabash Area No. 90" (Project NSS).*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the ordinance passed by the City Council April 22, 1953, printed on pages 4630-31 of the Journal of the Proceedings of said date, authorizing the installation of parking-meters in the "Cermak-Harrison-State-Wabash Area No. 90" (Project NSS), be and the same is hereby amended by striking out the 17th item, reading as follows:

| | |
|---|---|
| "E. 13th Street (both sides) | From S. State Street to S. Michigan Avenue". |

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

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## Regulations Prescribed, Discontinued or Amended in Reference to Parking of Vehicles on Sundry Streets.

The Committee on Traffic and Public Safety submitted reports recommending that the City Council pass six proposed ordinances transmitted therewith (as substitutes for proposed ordinances previously referred to the committee or recommended by the Commissioner of Streets and Sanitation) in reference to the parking of vehicles on sundry streets.

On separate motions made by Alderman Wigoda *each* of the said substitute proposed ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Marzullo, Zydlo, Jambrone, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—42.

*Nays*—None.

Said ordinances as passed read respectively as follows (the Italic heading in each case not being a part of the ordinance):

*Prohibitions at All Times against Parking of Vehicles.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 27-413 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle at any time upon the following public ways in the areas indicated:

| *Public Way* | *Area* |
|---|---|
| S. Ada Street (both sides) | From W. 18th Street to the first alley north of W. 17th Place; |
| N. Austin Avenue (east side) | From W. Eddy Street to the first alley north thereof; |
| S. Bishop Street (west side) | From a point 20 feet south of W. 86th Street to a point 40 feet south thereof; |

| *Public Way* | *Area* |
|---|---|
| S. Brainard Avenue (east side) | From E. 134th Street to a point 100 feet north of S. Commercial Avenue; |
| W. Campbell Place (both sides) | From N. Clark Street to N. LaSalle Street; |
| S. Canal Street (west side) | From W. Polk Street to a point 411 feet north thereof; |
| W. 87th Street (south side) | From S. Winchester Avenue to S. Damen Avenue; |
| W. 87th Street (north side) | From S. Winchester Avenue to S. Cicero Avenue; |
| W. 55th Street (north side) | From S. Lockwood Avenue to a point 110 feet west thereof; |
| E. 57th Street (north side) | From a point 385 feet east of S. Ellis Avenue to a point 45 feet east thereof; |
| W. Fullerton Avenue (north side) | From a point 20 feet west of N. Laramie Avenue to a point 70 feet west thereof; |
| W. Fulton Street (north side) | From a point 125 feet west of N. Western Avenue to a point 75 feet west thereof; |
| N. Keystone Avenue (east side) | From W. Lawrence Avenue to the first alley north thereof; |
| N. Kilbourn Avenue (west side) | From W. Iowa Street to W. Rice Street; |
| W. Kinzie Street (north side) | From a point 20 feet west of N. Morgan Street to a point 95 feet west thereof; |
| S. Longwood Drive (west side) | From W. 96th Street to W. 97th Place; |
| W. McLean Avenue (south side) | From N. Elston Avenue to a point 70 feet east thereof; |
| N. Olympia Avenue (west side) | From N. Olmsted Avenue to the first alley north thereof; |
| N. Pulaski Road (west side) | From W. Hollywood Avenue to W. Victoria Avenue; |
| S. Pulaski Road (west side) | From W. 49th Street to W. 50th Street (Trucks Only); |
| S. Rutherford Avenue (both sides) | From W. Archer Avenue to the first alley north thereof; |
| W. 17th Place (both sides) | From S. Ada Street to the first alley west thereof; |
| N. Spaulding Avenue (west side) | From a point 225 feet south of W. Division Street to a point 30 feet south thereof. |

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

### *Discontinuance of Parking Prohibitions at All Times on Portions of Sundry Streets.*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the ordinance passed December 23, 1959, printed on page 1844 of the Journal of the Proceedings of said date, prohibiting parking of vehicles at all times on portions of sundry streets, be and the same is hereby amended by striking therefrom the following:

| | |
|---|---|
| "N. Lowell Avenue (west side) | From W. Wabansia Avenue to a point 265 feet south thereof". |

SECTION 2. That the ordinance passed May 6, 1946, printed on page 5688 of the Journal of the Proceedings of said date, prohibiting parking of vehicles at all times on portions of sundry streets, be and the same is hereby amended by striking therefrom the following:

| | |
|---|---|
| "2417 N. Campbell Avenue | For a distance of 50 feet". |

SECTION 3. That the ordinance passed May 24, 1951, printed on page 298 of the Journal of the Proceedings of said date, prohibiting parking of vehicles at all times on portions of sundry streets, be and the same is hereby amended by striking therefrom the following:

| | |
|---|---|
| "S. Paulina Street | Between W. 18th Place and the alley 100 feet north thereof". |

SECTION 4. That the ordinance passed January 17, 1969, printed on pages 4897-98 of the Journal of the Proceedings of said date, prohibiting parking of vehicles at all times on portions of sundry streets, be and the same is hereby amended by striking therefrom the following:

| | |
|---|---|
| "E. 79th Street (north side) | Between S. Ingleside Avenue and the alley west thereof". |

SECTION 5. That the ordinance passed March 30, 1929, printed on page 4881 of the Journal of the Proceedings of said date, prohibiting parking of vehicles at all times on portions of sundry streets, be and the same is hereby amended by striking therefrom the following:

| | |
|---|---|
| "N. Washtenaw Avenue (east side) | From W. Belmont Avenue to a point 125 feet south thereof". |

SECTION 6. That the ordinances passed by the City Council on the dates and pages of the Council Journals noted below prohibiting parking of vehicles at all times on portions of sundry streets, be and they are hereby amended by striking therefrom the following:

| *Location* | *Date of Passage* |
|---|---|
| 604-606 S. Wabash Avenue | June 4, 1946, Page 5813 |
| S. Wabash Avenue (west side) from a point 50 feet south of E. Congress Street to a point 50 feet south thereof | June 24, 1959, Page 515 |
| 304-306 S. California Avenue | July 11, 1951, Page 658 |
| 212 N. Mason Avenue | July 11, 1951, Page 658 |
| 640 N. Wabash Avenue | March 12, 1952, Page 2008 |
| 1802 W. Division Street | January 26, 1953, Page 4156 |
| W. 21st Place (north side) from a point 55 feet east of S. Albany Avenue to a point 50 feet east thereof | June 15, 1962, Page 7298 |
| W. 25th Place (south side) from a point 163 feet west of S. Rockwell Street to a point 57 feet west thereof | June 30, 1954, Page 7867. |

SECTION 7. This ordinance shall take effect and be in force from and after its passage.

### *Prohibitions against Parking of Vehicles during Specified Hours on Portions of Sundry Streets.*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. Pursuant to Section 27-414 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle upon the following public ways in the areas indicated, during the hours specified:

| *Public Way* | *Limits and Time* |
|---|---|
| S. and W. Archer Avenue (both sides) | From S. Cicero Avenue to S. Harlem Avenue—7:00 A.M. to 9:00 A.M. — except on Saturdays, Sundays and holidays; |
| E. Cedar Street (north side) | From a point 330 feet east of N. State Street to a point 40 feet east thereof—8:00 A.M. to 6:00 P.M.—except on Sundays and holidays; |
| N. Central Park Avenue (east side) | From a point 75 feet north of W. Division Street to a point 50 feet north thereof —8:00 A.M. to 6:00 P.M.—except on Saturdays, Sundays and holidays; |
| S. Emerald Avenue (both sides) | From W. 121st Street to W. 122nd Street—8:00 A.M. to 10:00 A.M.—except on Saturdays, Sundays and holidays; |
| W. 50th Street (south side) | From S. Pulaski Road to S. Karlov Avenue—8:00 A.M. to 10:00 A.M.—except on Saturdays, Sundays and holidays; |
| W. 50th Street (north side) | From the first alley west of S. Pulaski Road to S. Karlov Avenue—8:00 A.M. to 10:00 A.M.—except on Saturdays, Sundays and holidays; |
| W. Montana Street (south side) | From N. Laramie Avenue to the first alley west thereof —8:00 A.M. to 6:00 P.M.—except on Sundays and holidays; |
| W. Montrose Avenue (south side) | From N. Cicero Avenue to a point 200 feet west thereof —4:00 P.M. to 6:00 P.M.—except on Saturdays, Sundays and holidays; |
| W. Peterson Avenue (south side) | From a point 80 feet east of N. Campbell Avenue to a point 30 feet east thereof—8:00 A.M. to 6:00 P.M.—except on Saturdays, Sundays and holidays; |
| W. Peterson Avenue | From a point 200 feet east of W. Kostner Avenue to a point 200 feet west of N. Kostner Avenue— |
| (north side)<br>(south side) | 4:00 P.M. to 6:00 P.M.—<br>7:00 A.M. to 9:00 A.M.—except on Saturdays, Sundays and holidays; |
| W. Potomac Avenue (south side) | From N. Central Park Avenue to the first alley west thereof—8:30 A.M. to 4:00 P.M. —except on Saturdays, Sundays and holidays; |
| N. Western Avenue (east side) | From a point 200 feet south of W. Augusta Boulevard to a point 200 feet north thereof—4:00 P.M. to 6:00 P.M. —except on Saturdays, Sundays and holidays. |

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

### *Amendment or Discontinuance of Parking Prohibitions during Specified Hours on Portions of Sundry Streets.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the ordinance passed December 19, 1962, printed on page 8830 of the Journal of the Proceedings of said date, prohibiting parking of vehicles during specified hours on portions of sundry streets, be and the same is hereby amended by striking therefrom the following:

| | |
|---|---|
| "N. Knox Avenue | At No. 2200 — 8:00 A.M. to 4:00 P.M.". |

SECTION 2. That the ordinance passed May 27, 1960, printed on page 2661 of the Journal of the Proceedings of said date, prohibiting parking of vehicles during specified hours on portions of sundry streets, be and the same is hereby amended by striking therefrom the following:

| | |
|---|---|
| "W. 86th Place (both sides) | From S. Summit Avenue to S. Sangamon Street — 8:00 A.M. to 10:00 A.M.". |

SECTION 3. That the ordinance passed December 12, 1967, printed on page 1385 of the Journal of the Proceedings of said date, prohibiting parking of vehicles during specified hours on portions of sundry streets, be and the same is hereby amended by striking therefrom the following:

| | |
|---|---|
| "S. LaCrosse Avenue (both sides) | From S. Archer Avenue to W. 51st Street—8:00 A.M. to 10:00 A.M. — except on Saturdays, Sundays and holidays". |

SECTION 4. That the ordinance passed April 11, 1956, printed on page 2481 of the Journal of the Proceedings of said date, prohibiting parking of vehicles during specified hours on portions of sundry streets, be and the same is hereby amended by striking therefrom the following:

| | |
|---|---|
| "N. Kildare Avenue (east side) | From a point 347 feet north of W. Wabansia Avenue to a point 118 feet north thereof—6:00 A.M. to 5:00 P.M. —except on Saturdays, Sundays and holidays". |

SECTION 5. That the ordinance passed April 11, 1956, printed on page 2481 of the Journal of the Proceedings of said date, prohibiting parking of vehicles during specified hours on portions of sundry streets, be and the same is hereby amended by striking therefrom the following:

| | |
|---|---|
| "N. Kildare Avenue (east side) | From a point 20 feet north of W. Wabansia Avenue to a point 217 feet north thereof—6:00 A.M. to 5:00 P.M. —except on Saturdays, Sundays and holidays; |

SECTION 6. That the ordinance passed May 6, 1959, printed on page 161 of the Journal of the Proceedings of said date, prohibiting parking of vehicles during specified hours on portions of sundry streets, be and the same is hereby amended by striking therefrom the following:

| | |
|---|---|
| "S. Sangamon Street (both sides) | Between W. 87th Street and W. 88th Street—8:00 A.M. to 10:00 A.M.—except on Saturdays, Sundays and holidays". |

SECTION 7. That the ordinance passed March 22, 1961, printed on page 4586 of the Journal of the Proceedings of said date, prohibiting parking of vehicles during specified hours on portions of sundry streets, be and the same is hereby amended by striking therefrom the following:

| | |
|---|---|
| "S. Longwood Drive (west side) | From W. 96th Street to W. 97th Street — 8:00 A.M. to 10:00 A.M.—except on Saturdays, Sundays and holidays". |

SECTION 8. That the ordinance passed June 11, 1953, printed on page 4984 of the Journal of the Proceedings of said date, prohibiting parking of vehicles during specified hours on portions of sundry streets, be and the same is hereby amended by striking the words and figures "to W. 114th Street and 7:00 A.M. to 12:00 Noon" and inserting in lieu thereof "W. Edmaire Street, 8:00 A.M. to 10:00 A.M." relating to S. Hale Avenue.

SECTION 9. That the ordinance passed September 10, 1958, page 8157 of the Journal of the Proceedings of said date, prohibiting the parking of vehicles during specified hours on portions of sundry streets, be and the same is hereby amended by striking therefrom the following:

| | |
|---|---|
| "S. Peoria Street (both sides) | Between W. 87th Street and W. 88th Street—8:00 A.M. to 10:00 A.M. — except on Saturdays, Sundays and holidays". |

SECTION 10. That the ordinance passed May 11, 1967, printed on page 191 of the Journal of the Proceedings of said date, prohibiting parking of vehicles during specified hours on portions of sundry streets, be and the same is hereby amended by striking therefrom the following:

| | |
|---|---|
| "W. Superior Street (south side) | From a point 20 feet west of N. Halsted Street to a point 40 feet west thereof". |

SECTION 11. This ordinance shall take effect and be in force from and after its passage.

### *Limitations on Parking of Vehicles during Specified Hours on Portions of Sundry Streets.*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. Pursuant to Section 27-414 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle upon the following public ways in the areas indicated, for a longer time than is herein specified, during the hours designated:

| *Public Way* | *Limits and Time* |
|---|---|
| N. Ashland Avenue (west side) | From a point 125 feet north of W. Hollywood Avenue to a point 90 feet north thereof—2 hours—6:00 A.M. to 7:00 P.M. |
| W. Berwyn Avenue (south side) | From N. Leamington Avenue to the first alley east thereof—2 hours—9:00 A.M. to 4:00 P.M.—except on Saturdays, Sundays and holidays |
| N. California Avenue (east side) | From a point 45 feet north of W. Pratt Avenue to a point 65 feet north thereof — 1 hour — 8:00 A.M. to 10:00 P.M. |
| N. California Avenue (west side) | From a point 20 feet north of W. Cullom Avenue to a point 80 feet north thereof — 1 hour — 9:00 A.M. to 6:00 P.M.—except on Saturdays, Sundays and holidays |
| W. Edgewater Avenue (south side) | From a point 185 feet west of N. Ashland Avenue to a point 170 feet west thereof — 2 hours — 6:00 A.M. to 7:00 P.M. |
| N. Elston Avenue (east side) | From a point 135 feet southeast of N. Austin Avenue to a point 50 feet southeast thereof—1 hour—8:00 A.M. to 6:00 P.M. — except on Sundays and holidays |
| W. Hollywood Avenue (north side) | From a point 20 feet west of N. Ashland Avenue to a point 190 feet west thereof — 2 hours — 6:00 A.M. to 7:00 P.M. |
| N. Lowell Avenue (west side) | From W. Barry Avenue to W. Belmont Avenue—2 hours—8:00 A.M. to 4:00 P.M.—except on Saturdays, Sundays and holidays |
| S. Rockwell Street (both sides) | From W. Pershing Road to W. 39th Place—1 hour—8:00 A.M. to 6:00 P.M.—except on Saturdays, Sundays and holidays. |

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

### *Amendment or Discontinuance of Limitation on Parking of Vehicles During Specified Hours on Portions of Sundry Streets.*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the ordinance passed June 24, 1960, printed on pages 2835-2836 of the Journal of the Proceedings of said date, limiting parking of vehicles during specified hours, on portions of sundry streets, be and the same is hereby amended by striking therefrom the following:

| | |
|---|---|
| "S. Mason Avenue (both sides) | From W. 51st Street to W. 52nd Street—1 hour—9:00 A.M. to 4:00 P.M.—except on Saturdays, Sundays and holidays", |

and

| | |
|---|---|
| "S. Mayfield Avenue (both sides) | From W. 51st Street to W. 52nd Street—1 hour—9:00 A.M. to 4:00 P.M.—except on Saturdays, Sundays and holidays", |

and also:

| | |
|---|---|
| "S. Monitor Avenue (both sides) | From W. 51st Street to W. 52nd Street—1 hour—9:00 A.M. to 4:00 P.M.—except on Saturdays, Sundays and holidays". |

SECTION 2. That the ordinance passed June 23, 1969, printed on page 5692 of the Journal of the Proceedings of said date, limiting parking during specified hours on portions of sundry streets, be and the same is hereby amended by striking the

words and figures "8:00 A.M. to 8:00 P.M." and inserting in lieu thereof "8:00 A.M. to 6:00 P.M." relating to N. Lowell Avenue between W. Lawrence Avenue and W. Ainslie Street.

SECTION 3. That the ordinance passed September 19, 1957, printed on page 6023 of the Journal of the Proceedings of said date, limiting parking of vehicles during specified hours on portions of sundry streets, be and the same is hereby amended by striking therefrom the following:

| | |
|---|---|
| "W. Haddon Avenue (south side) | From S. Kostner Avenue to S. Kilbourn Avenue—1 hour—8:00 A.M. to 6:00 P.M.—except on Saturdays, Sundays and holidays". |

SECTION 4. That the ordinance passed March 14, 1969, printed on page 5138 of the Journal of the Proceedings of said date, limiting parking of vehicles during specified hours on portions of sundry streets, be and the same is hereby amended by striking therefrom the following:

| | |
|---|---|
| "W. Belmont Avenue (south side) | From a point 20 feet west of N. Osceola Avenue to a point 45 feet west thereof — 1 hour — 9:00 A.M. to 9:00 P.M.". |

SECTION 5. That the ordinance passed March 2, 1960, printed on page 2122 of the Journal of the Proceedings of said date, limiting parking of vehicles during specified hours on portions of sundry streets, be and the same is hereby amended by striking therefrom the following:

| | |
|---|---|
| "W. Lake Street (both sides) | Between N. Central Avenue and N. Pine Avenue (north of the Chicago and North Western Railroad right of way)—1 hour — 8:00 A.M. to 6:00 P.M. — except on Saturdays, Sundays and holidays". |

SECTION 6. That the ordinance passed January 17, 1962, printed on page 6650 of the Journal of the Proceedings of said date, limiting parking of vehicles during specified hours on portion of sundry streets, be and the same is hereby amended by striking therefrom the following:

| | |
|---|---|
| "N. Kildare Avenue (both sides) | From W. Cortland Street to W. Bloomingdale Avenue—1 hour—9:00 A.M. to 4:00 P.M.—except on Saturdays, Sundays and holidays". |

SECTION 7. That the ordinance passed September 5, 1969, printed on page 6026 of the Journal of the Proceedings of said date, limiting parking of vehicles during specified hours on portions of sundry streets, be and the same is hereby amended by striking the words "1 hour" and inserting in lieu thereof "2 hours" relating to S. Western Avenue (east side).

SECTION 8. That the ordinances passed by the City Council on the dates and pages of the Council Journals noted below limiting parking of vehicles during specified hours on portions of sundry streets, be and the same are hereby amended by striking therefrom the following:

| *Location* | *Date of Passage* |
|---|---|
| W. Grand Avenue (north side) from a point 20 feet west of N. Christiana Avenue to a point 65 feet west thereof — 1 hour — 9:00 A.M. to 4:00 P.M. | June 10, 1959, Page 442 |
| 5812-5862 W. Lake Street—1 hour | July 11, 1951, Page 659 |
| 2405-2407 W. Ardmore Avenue—1 hour—8:00 A.M. to to 6:00 P.M. | June 30, 1954, Page 7868 |
| W. Fullerton Avenue (south side) from a point 140 feet east of N. Kenton Avenue to a point 100 feet east thereof—1 hour—9:00 A.M. to 6:00 P.M. | September 27, 1961, Pages 5492-93 |
| W. Adams Street (south side) from S. Racine Avenue to a point 213 feet west thereof —1 hour—9:00 A.M. to 4:00 P.M. | June 19, 1968, Page 3111 |
| N. Elston Avenue (west side) from a point 20 feet south of W. Webster Avenue to a point 95 feet south thereof —1 hour—8:00 A.M. to 6:00 P.M. | March 14, 1957, Page 4491. |

SECTION 9. This ordinance shall take effect and be in force from and after its passage.

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## Loading Zones Established or Discontinued on Portions of Certain Streets.

The Committee on Traffic and Public Safety submitted reports recommending that the City Council pass two proposed ordinances transmitted therewith (as substitutes for proposed ordinances previously referred to the committee, or recommended by the Commissioner of Streets and Sanitation) in reference to the establishment or discontinuance of loading zones on portions of certain streets.

On separate motions made by Alderman Wigoda *each* of the said substitute proposed ordinances was *Passed*, by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Marzullo, Zydlo, Jambrone, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—42.

*Nays*—None.

Said ordinances as passed read respectively as follows (the Italic heading in each case not being a part of the ordinance):

### *Establishment of Loading Zones at Specified Locations.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That in accordance with the provisions of Section 27-410 of the Municipal Code of Chicago, the following locations are hereby designated as loading zones for the distances specified during the hours designated:

| *Public Way* | *Distance and Hours* |
|---|---|
| S. Ashland Avenue (east side) | From a point 130 feet north of W. 86th Street to a point 35 feet north thereof—8:00 A.M. to 6:00 P.M.—except on Sundays and holidays |

| *Public Way* | *Distance and Hours* |
|---|---|
| W. Belmont Avenue (north side) | From a point 95 feet west of N. Pine Grove Avenue to a point 45 feet west thereof —8:00 A.M. to 6:00 P.M.—except on Sundays and holidays |
| N. Bosworth Avenue (west side) | From a point 20 feet south of W. Wabansia Avenue to a point 30 feet south thereof |
| W. 82nd Street (south side) | From a point 60 feet west of S. Ashland Avenue to a point 30 feet west thereof —9:00 A.M. to 4:00 P.M.—except on Sundays and holidays |
| W. Greenleaf Avenue (south side) | From a point 70 feet west of N. Western Avenue to a point 40 feet west thereof —8:00 A.M. to 6:00 P.M.—except on Sundays and holidays |
| S. Indiana Avenue (east side) | From a point 30 feet north of E. Marquette Road to a point 50 feet north thereof —7:00 A.M. to 7:00 P.M.—except on Sundays and holidays |
| N. Kildare Avenue (east side) | From a point 20 feet north of W. Wabansia Avenue to a point 124 feet north thereof —8:00 A.M. to 6:00 P.M.—except on Saturdays, Sundays and holidays |
| N. Kildare Avenue (east side) | From a point 368 feet north of W. Wabansia Avenue to a point 93 feet north thereof—8:00 A.M. to 6:00 P.M. —except on Saturdays, Sundays and holidays |
| W. Leland Avenue (north side) | From a point 200 feet east of N. Ravenswood Avenue to a point 25 feet east thereof —8:00 A.M. to 6:00 P.M.—except on Sundays and holidays |
| N. Lincoln Avenue (east side) | From a point 375 feet northeast of N. Seminary Avenue to a point 25 feet northeast thereof—8:00 A.M. to 6:00 P.M.—except on Saturdays, Sundays and holidays |
| N. May Street (west side) | From a point 55 feet north of W. Chicago Avenue to a point 30 feet north thereof —8:00 A.M. to 6:00 P.M.—except on Sundays and holidays |
| N. Milwaukee Avenue (east side) | From a point 95 feet north of N. Parkside Avenue to a point 25 feet north thereof —9:00 A.M. to 6:00 P.M.—except on Sundays and holidays |
| N. Moody Avenue (east side) | From a point 20 feet north of W. Grand Avenue to a point 60 feet north thereof —8:00 A.M. to 6:00 P.M.—except on Saturdays, Sundays and holidays |
| S. Quinn Street (east side) | From a point 300 feet south of W. Archer Avenue to a point 40 feet south thereof —8:00 A.M. to 6:00 P.M.—except on Saturdays, Sundays and holidays |
| N. Sacramento Avenue (east side) | From a point 30 feet south of W. Peterson Avenue to a point 50 feet south thereof —8:00 A.M. to 6:00 P.M.—except on Saturdays, Sundays and holidays |
| W. 25th Street (south side) | From S. Western Avenue to the first alley west thereof —8:00 A.M. to 6:00 P.M.—except on Sundays and holidays. |

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

### *Discontinuance of Loading Zones at Specified Locations.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the ordinance passed April 11, 1956, printed on page 2483 of the Journal of the Proceedings of said date, establishing loading zones on portions of sundry streets, be and the same is hereby amended by striking therefrom the following:

| | |
|---|---|
| "N. Kildare Avenue (west side) | From a point 20 feet north of W. Wabansia Avenue to a point 453 feet north thereof —6:00 A.M. to 5:00 P.M.—except on Saturdays, Sundays and holidays". |

SECTION 2. That the ordinances passed by the City Council on the dates and pages of the Council Journals noted below establishing loading zones on portions of sundry streets, be and the same are hereby amended by striking therefrom the following:

| *Location* | *Date of Passage* |
|---|---|
| 5951-5965 S. Lowe Avenue | July 11, 1951, Page 660 |
| W. Fifth Avenue (south side) from a point 72 feet west of S. California Avenue to a point 23 feet west thereof—8:00 A.M. to 6:00 P.M. | March 29, 1962, Page 6934 |
| N. Oakley Avenue (west side) from a point 45 feet south of W. Roscoe Street to a point 45 feet south thereof —8:00 A.M. to 6:00 P.M. | March 10, 1964, Page 2239 |
| 1928 W. Division Street—8:00 A.M. to 4:00 P.M. | July 11, 1951, Page 660 |
| W. Randolph Street (south side—service drive) from a point 45 feet east of N. Morgan Street to a point 40 feet east thereof—8:00 A.M. to 6:00 P.M. | April 21, 1965, Page 4581 |
| W. Polk Street (north side) from a point 20 feet west of S. Washtenaw Avenue to a point 50 feet west thereof—8:00 A.M. to 4:00 P.M. | May 11, 1967, Page 194 |

| *Location* | *Date of Passage* |
|---|---|
| 33-25 W. Kinzie Street | December 10, 1941, Page 6061 |
| S. Albany Avenue (east side) from a point 20 feet north of W. 21st Place to a point 130 feet north thereof—6:00 A.M. to 6:00 P.M. | June 15, 1962, Page 7302 |
| N. Dearborn Street (west side) from a point 125 feet north of W. Chicago Avenue to a point 25 feet north thereof—9:00 A.M. to 6:00 P.M. | September 11, 1963, Page 947 |
| 742 N. Carpenter Street—8:00 A.M. to 6:00 P.M. | March 18, 1955, Page 9709. |

SECTION 3. This ordinance shall take effect and be in force from and after its passage.

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### Weight Limitations Established or Amended for Vehicles on Portions of Specified Streets.

The Committee on Traffic and Public Safety submitted reports recommending that the City Council pass two proposed ordinances transmitted therewith (as substitutes for proposed ordinances previously referred to the committee), in reference to the establishment or amendment of weight limitations on portions of certain streets.

On separate motions made by Alderman Wigoda *each* of the said substitute proposed ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Marzullo, Zydlo, Jambrone, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—42.

*Nays*—None.

Said ordinances as passed read respectively as follows (the Italic heading in each case not being a part of the ordinance):

*Establishment of Weight Limitations on Specified Streets.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 27-418 of the Municipal Code of Chicago, the maximum weight permitted to be carried by any truck or commercial vehicle upon the following public ways between the limits indicated (except for the purposes of delivering or picking up material or merchandise) shall be as follows:

| *Public Way* | *Limits and Maximum Load* |
|---|---|
| N. Avers Avenue | From W. Byron Street to N. Parkview Terrace—5 tons |
| W. Byron Street | From N. Central Park Avenue to N. Parkview Terrace—5 tons |
| N. Central Park Avenue | From N. Elston Avenue to the first Cul-de-sac south of W. Waveland Avenue—5 tons |
| W. Dakin Street | From N. Pulaski Road to N. Springfield Avenue—5 tons |
| N. Dayton Street | From W. Wrightwood Avenue to W. Diversey Parkway—5 tons |
| W. Fillmore Street | From S. California Avenue to S. Kedzie Avenue—5 tons |
| S. Francisco Avenue | From W. Roosevelt Road to W. Taylor Street—5 tons |
| W. Fulton Street | From N. Austin Boulevard to N. Central Avenue—5 tons |
| W. Grace Street | From N. Central Park Avenue to N. Parkview Terrace—5 tons |
| S. Hamilton Avenue | From S. Archer Avenue to W. 37th Street—5 tons |
| W. Henderson Street | From N. Paulina Street to N. Ravenswood Avenue—5 tons |
| S. Hoyne Avenue | From S. Archer Avenue to W. 37th Street—5 tons |
| N. Lawndale Avenue | From W. Irving Park Road to N. Parkview Terrace — 5 tons |
| S. Leavitt Street | From S. Archer Avenue to W. 37th Street—5 tons |
| N. Mason Avenue | From W. Madison Street to W. Lake Street—5 tons |
| N. Mayfield Avenue | From W. Madison Street to W. Lake Street—5 tons |
| N. Menard Avenue | From W. Madison Street to W. Lake Street—5 tons |
| N. Mildred Avenue | From W. Wrightwood Avenue to W. Diversey Parkway—5 tons |
| N. Monticello Avenue | From N. Elston Avenue to N. Parkview Terrace—5 tons |
| S. Mozart Street | From W. Roosevelt Road to W. Fillmore Street—5 tons |
| W. Nelson Street | From N. Racine Avenue to N. Southport Avenue—5 tons |
| N. Parkside Avenue | From W. Madison Street to W. Lake Street—5 tons |
| N. Ridgeway Avenue | From W. Irving Park Road to N. Parkview Terrace—5 tons |
| W. Schubert Avenue | From N. Dayton Street to N. Sheffield Avenue—5 tons |
| S. Seeley Avenue | From W. 35th Street to W. 37th Street—5 tons |
| N. Springfield Avenue | From W. Irving Park Road to N. Parkview Terrace—5 tons |
| W. 36th Street | From S. Damen Avenue to S. Leavitt Street—5 tons |
| N. Waller Avenue | From W. Madison Street to W. Lake Street—5 tons |
| W. Waveland Avenue | From N. Central Park Avenue to N. Parkview Terrace—5 tons |
| W. West End Avenue | From N. Austin Boulevard to N. Central Avenue—5 tons |
| N. Wilton Avenue | From W. Wrightwood Avenue to W. Diversey Parkway—5 tons |

| *Public Way* | *Limits and Maximum Load* |
|---|---|
| W. Wrightwood Avenue | From N. Halsted Street to N. Sheffield Avenue—5 tons. |

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

### *Amendment of Weight Limitations on Portion of W. Ohio Street.*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the ordinance passed by the City Council on October 29, 1969, printed on pages 6331-32 of the Journal of the Proceedings of said date, establishing weight limitation on portions of sundry streets, be and the same is hereby amended by striking the words "N. Western Avenue" and inserting in lieu "N. Oakley Boulevard", relating to W. Ohio Street.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

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## Vehicular-Traffic Movements Restricted, Amended or Discontinued to Single Directions on Portions of Public Ways.

The Committee on Traffic and Public Safety submitted reports recommending that the City Council pass two proposed ordinances transmitted therewith (as substitutes for proposed ordinances previously referred to the committee) in reference to the restriction of vehicular-traffic movements to single directions on portions of certain public ways.

On separate motions made by Alderman Wigoda *each* of the said substitute proposed ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Marzullo, Zydlo, Jambrone, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—42.

*Nays*—None.

Said ordinances as passed read respectively as follows (the Italic heading in each case not being a part of the ordinance):

### *Vehicular-Traffic Movements Restricted to Single Directions on Portions of Public Ways.*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. Pursuant to Section 27-403 of the Municipal Code of Chicago, the operator of a vehicle shall operate such vehicle only in the direction specified below on the public ways between the limits indicated:

| *Public Way* | *Limits and Direction* |
|---|---|
| S. Ada Street | From W. 74th Street to W. 67th Street (Marquette Road)—northerly |
| S. Bishop Street | From W. 63rd Street to W. 67th Street (Marquette Road)—southerly |
| S. Bishop Street | From W. 69th Street to W. 74th Street—southerly |
| S. Elizabeth Street | From W. 71st Street to W. 67th Street (Marquette Road)—northerly |
| W. Erie Street | From N. Western Avenue to N. Damen Avenue—easterly |
| N. Hoyne Avenue | From W. Grand Avenue to W. Chicago Avenue—northerly |
| W. Huron Street | From N. Damen Avenue to N. Western Avenue—westerly |
| S. Justine Street | From W. 69th Street to W. 71st Street—southerly |
| S. Laflin Street | From W. 74th Street to W. 69th Street—northerly |
| N. Leavitt Street | From W. Chicago Avenue to W. Grand Avenue—southerly |
| First east-west Alley north of W. North Avenue | From N. McVicker Avenue to N. Austin Avenue—easterly |
| W. Ohio Street | From N. Damen Avenue to N. Western Avenue—westerly |
| W. Ontario Street | From N. Ashland Avenue to N. Paulina Street—westerly |
| N. Sawyer Avenue | From N. Milwaukee Avenue to W. Wrightwood Avenue—northerly |
| W. 65th Street | From S. Loomis Street to S. Ashland Avenue—westerly |
| W. 66th Street | From S. Ashland Avenue to S. Loomis Street—easterly |
| N. Spaulding Avenue | From W. Wrightwood Avenue to N. Milwaukee Avenue—southerly |
| W. Superior Street | From N. Western Avenue to N. Hoyne Avenue—easterly |
| W. Superior Street | From N. Damen Avenue to N. Hoyne Avenue—westerly |
| S. Throop Street | From W. 67th Street (Marquette Road) to W. 71st Street—southerly. |

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

### *Amendment or Discontinuance of Restrictions on Portions of Public Ways.*

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the ordinance passed May 21, 1952, printed on page 2444 of the Journal of the Proceedings of said date, restricting the movement of vehicular traffic to single direction on portions of sundry streets, be and the same is hereby amended by striking the following:

| | |
|---|---|
| "S. Ingleside Avenue | From E. 60th Street to E. 63rd Street—northerly" |

and inserting in lieu thereof:

| | |
|---|---|
| "S. Ingleside Avenue | From E. 60th Street to E. 61st Street—northerly". |

SECTION 2. That the ordinance passed February 26, 1959, printed on page 9837 of the Journal of the Proceedings of said date, restricting the movement of vehicular traffic to single direction on

portions of sundry streets, be and the same is hereby amended by striking the following:

| | |
|---|---|
| "W. Flournoy Street | From S. Kildare Avenue to S. Kostner Avenue—westerly" |

and inserting in lieu thereof:

| | |
|---|---|
| "W. Flournoy Street | From S. Kostner Avenue to S. Kildare Avenue—easterly". |

SECTION 3. That the ordinance passed December 30, 1960, printed on page 4199 of the Journal of the Proceedings of said date, restricting movement of vehicular traffic to single direction on portions of sundry streets, be and the same is hereby amended by striking the following:

| | |
|---|---|
| "W. Lee Place | From N. Damen Avenue to N. Hoyne Avenue—westerly" |

and inserting in lieu thereof:

| | |
|---|---|
| "W. Lee Place | From N. Hoyne Avenue to N. Damen Avenue—easterly". |

SECTION 4. That the ordinance passed June 24, 1960, printed on page 2838 of the Journal of the Proceedings of said date, restricting movement of vehicular traffic to single direction on portions of sundry streets, be and the same is hereby amended by striking the following:

| | |
|---|---|
| "W. Lexington Street | From S. Kostner Avenue to S. Kildare Avenue—easterly |

and inserting in lieu thereof:

| | |
|---|---|
| "W. Lexington Street | From S. Kildare Avenue to S. Kostner Avenue—westerly". |

SECTION 5. That the ordinance passed October 14, 1966, printed on page 7421 of the Journal of the Proceedings of said date, restricting the movement of vehicular traffic to single direction on portions of sundry streets, be and the same is hereby amended by striking the following:

| | |
|---|---|
| "East-west Alley north of W. Belmont Avenue | From N. Central Park Avenue to N. Monticello Avenue—westerly". |

SECTION 6. That the ordinance passed January 17, 1969, printed on pages 4901-02 of the Journal of the Proceedings of said date, restricting the movement of vehicular traffic to single direction on portions of sundry streets, be and the same is hereby amended by striking therefrom the following:

| | |
|---|---|
| "First east-west Alley north of W. Gunnison Street | Between N. Mason Avenue and N. Austin Avenue—westerly". |

SECTION 7. That the ordinance passed September 5, 1969, printed on page 6030 of the Journal of the Proceedings of said date, restricting the movement of vehicular traffic to single direction on portions of sundry streets, be and the same is hereby amended by striking therefrom the following:

| | |
|---|---|
| "First east-west Alley south of W. 79th Street | Between S. Troy Street and S. Albany Avenue—westerly". |

SECTION 8. That the ordinance passed June 17, 1966, printed on page 6885 of the Journal of the Proceedings of said date, restricting the movement of vehicular traffic to single directions on portions of sundry streets, be and the same is hereby amended by striking the designation and figures "W. 71st Street" and inserting in lieu "W. 74th Street", relating to S. May Street, S. Aberdeen Street and S. Carpenter Street.

SECTION 9. This ordinance shall take effect and be in force from and after its passage.

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### *Failed to Pass*—PROPOSED ORDINANCES AND ORDERS RELATING TO TRAFFIC REGULATIONS, TRAFFIC SIGNS, ETC. *(Adverse Committee Recommendations).*

The Committee on Traffic and Public Safety submitted a report recommending that the City Council *Do Not Pass* sundry proposed ordinances and proposed orders (transmitted with the committee's report) relating to traffic regulations, traffic signs, etc.

Alderman Wigoda moved to Concur in the committee's recommendations. The question in reference to each proposed ordinance or proposed order thereupon became: *Shall the proposed ordinance (or proposed order) Pass, notwithstanding the committee's adverse recommendation?;* and the several questions being so put, each of the said proposed ordinances and proposed orders *Failed to Pass,* by yeas and nays as follows: *Yeas*—None; *Nays*—42.

The committee report which lists said proposed ordinances and orders which *Failed to Pass* reads as follows:

CHICAGO, February 16, 1970.

***To the President and Members of the City Council:***

Your Committee on Traffic and Public Safety, begs leave to recommend that Your Honorable Body *Do Not Pass* sundry proposed ordinances and orders transmitted herewith (which were referred to Your Committee on March 6 and August 14, 1967, May 8, 1968, and April 9, May 14, June 23, July 29, September 5 and 17, October 8 and 29, November 17, December 2, 16 and 23, 1969), concerning traffic regulations and traffic signs, etc., as follows:

*Proposed Prohibitions against Parking of Vehicles at All Times:*

| | |
|---|---|
| S. Ada Street (both sides) | From W. 16th Street to W. 18th Place |
| W. Balmoral Avenue (south side) | From a point 20 feet east of N. Lincoln Avenue to a point 20 feet east thereof |
| S. Emerald Avenue | At No. 7626 |
| W. 43rd Street (south side) | From S. Kedzie Avenue to S. Archer Avenue |
| W. 43rd Street (both sides) | From S. Wood Street to S. Western Avenue (Trucks and Semi-Trailers Only) |
| W. Grace Street | At No. 810 |
| N. Laramie Avenue (west side) | From W. Fullerton Avenue to W. Montana Street |
| W. Montrose Avenue (north side) | At No. 820 (driveway) |
| N. Oakley Avenue | At No. 2401 from W. Fullerton Avenue to a point 27 feet north thereof |
| W. 104th Street | At No. 1415 |
| W. 103rd Street (both sides) | From S. Malta Avenue to S. Charles Street |

| | |
|---|---|
| E. 133rd Street (north side) | From S. Prairie Avenue to S. Martin Luther King, Jr. Drive |
| N. Pine Grove Avenue | At No. 3710 (driveway) |
| S. Rhodes Avenue | At No. 7602 (driveway) |
| W. Waveland Avenue (north side) | From N. Sheffield Avenue to N. Seminary Avenue. |

### *Proposed Prohibitions against Parking of Vehicles during Specified Hours:*

| | |
|---|---|
| W. Archer Avenue (both sides) | From S. Cicero Avenue to S. Harlem Avenue—7:00 A.M. to 9:00 A.M. |
| W. 83rd Street (north side) | From S. Homan Avenue to a point 50 feet east thereof —8:00 A.M. to 4:30 P.M. |
| N. Marshfield Avenue (east side) | From a point 20 feet north of W. Byron Street to a point 40 feet north thereof—8:00 A.M. to 10:00 P.M.—Sundays Only (Bus Loading). |

### *Proposed Parking Limited at All Times:*

| | |
|---|---|
| W. 63rd Street (south side) | From S. Nashville Avenue to a point 100 feet east thereof—1 hour. |

### *Proposed Parking Limited during Specified Hours:*

| | |
|---|---|
| W. Irving Park Road (south side) | From N. Springfield Avenue to a point 160 feet east thereof—1 hour—9:00 A.M. to 6:00 P.M. |

### *Proposed Loading Zones:*

| | |
|---|---|
| W. Addison Street | At No. 1242—8:00 A.M. to 4:30 P.M. |
| W. Fullerton Avenue | At No. 4535 from driveway to a point 30 feet west thereof |
| W. Kinzie Street | At Nos. 1024-1040—8:00 A.M. to 5:00 P.M. |
| S. Loomis Street | At No. 8932 |
| E. 71st Street | Alongside premises at No. 7059 S. Wabash Avenue |
| S. State Street (east side) | From a point 75 feet south of E. 61st Street to a point 143 feet south thereof. |

### *Proposed Weight Limitations for Vehicles:*

| | |
|---|---|
| W. 71st Street | Between S. Ashland Avenue and S. Damen Avenue—5 tons |
| N. Southport Avenue | Between W. Wellington Avenue and W. Fullerton Avenue—5 tons. |

### *Proposed Speed Limitations for Vehicles:*

| | |
|---|---|
| S. Central Park Avenue (west and east) | From W. 55th Street to W. 71st Street and W. 75th Street to W. 79th Street—25 miles per hour |
| S. Champlain Avenue | From E. 65th Street to E. 68th Street—20 miles per hour |
| N. Leavitt Street | Nos. 2800 to 3000—15 miles per hour. |

### *Proposed "Through Streets":*

| | |
|---|---|
| W. 94th Street | Between S. Western Avenue and S. Longwood Drive |
| W. 101st Street | Between S. Halsted Street and S. State Street |
| S. Indiana Avenue | Between E. 83rd Street and E. 91st Street |
| W. Wilson Avenue | Between N. Elston Avenue and John F. Kennedy Expressway |
| S. Wood Street | Between W. 59th Street and W. 67th Street (W. Marquette Road). |

### *Miscellaneous*

(Referred to Your Committee on the dates noted in parentheses):

(July 29, 1969) Proposed order to remove parking-meters from Nos. 5703-13 W. North Avenue;

(November 17, 1969) Proposed ordinance for additional parking meters in Project CSR Area No. 108;

(October 29, 1969) Proposed ordinance to amend parking meter area (Project NC) N. Elston Avenue at No. 4391;

(November 17, 1969) Proposed ordinance to establish parking meters on E. 13th Street between S. Indiana Avenue and S. Michigan Avenue;

(October 29, 1969) Proposed ordinance to amend ordinance heretofore passed prohibiting parking at all times on S. Hoyne Avenue (both sides) between W. 32nd Street and W. 33rd Street;

(October 8, 1969) Proposed ordinance to repeal ordinance heretofore passed prohibiting parking of vehicles at all times between existing driveways at No. 510 W. Belmont Avenue;

(October 29, 1969) Proposed ordinance to amend ordinance prohibiting parking of vehicles at all times at No. 4391 N. Elston Avenue;

(October 29, 1969) Proposed ordinance to amend parking prohibited at all times on W. 63rd Street and S. Cicero Avenue; also S. Central Avenue from W. 55th Street to W. 63rd Street;

(July 15, 1969) Proposed ordinance to amend ordinance prohibiting parking during specified hours by striking the words and figures relating to N. Central Park Avenue (west side) south of N. Elston Avenue;

(December 9, 1969) Proposed ordinance to amend ordinance limiting parking during specified hours on S. Western Avenue (east side) from W. 103rd Street to W. 104th Street;

(January 5, 1970) Proposed survey to prohibit parking of vehicles within ten feet of each crosswalk at intersection of W. Dakin Street and N. Lockwood Avenue;

(October 29, 1969) Proposed ordinance to amend Park District ordinance by striking therefrom "S. Hyde Park Boulevard" and inserting "S. Blackstone Avenue";

(December 30, 1968) Proposed ordinance to amend Section 27-408 of Municipal Code of Chicago concerning diagonal parking;

(July 29, 1969) Proposed survey for single direction streets in area bounded by N. Damen Avenue, W. Grand Avenue, N. Western Avenue and W. Chicago Avenue;

(June 23, 1969) Proposed amendment to ordinance passed on March 14, 1956, establishing single direction streets by striking N. Kilpatrick Avenue between W. North Avenue and W. Grand Avenue;

(May 14, 1969) Proposed amendment restricting vehicular traffic to single directions by striking the words "N. Elston Avenue" and inserting "W. Cullom Avenue" relating to N. Keystone Avenue;

(December 2, 1969) Proposed order to close to traffic S. Chappel Avenue between E. 79th Street and first alley north thereof;

(September 5, 1969) Proposed resolution for new automatic crossing gates and flasher lights to replace existing gates and lights on W. 107th Street, W. 109th Street, etc. at or near S. Rockwell Street;

(November 17, 1969) Proposed erection of signs near Riverdale Elementary School, No. 330 E. 133rd Street—"Not A Driveway";

(December 20, 1968) Proposed order for S. Cottage Grove Avenue, E. 71st Street and S. South Chicago Avenue—pedestrian control signals and turn signals or arrows.

Proposed Orders for Installations of Traffic Signs, as follows:

(September 17, 1969) "Slow" signs at N. Honore Street and W. Wellington Avenue;

(December 9, 1969) "Slow—Children Playing" signs in No. 2200 Block of N. Janssen Avenue;

(November 17, 1969) "Slow—Children" signs at E. 133rd Street at No. 330;

(October 29, 1969) "School Zone" signs on S. State Street and E. & W. Cermak Road; S. Federal Street and W. Cermak Road; Dan Ryan Expressway and W. Cermak Road; S. Clark Street and S. Archer Avenue, and S. Federal and W. 24th Street;

(October 9, 1968) "Stop" signs at E. 81st Street and S. Jeffery, and E. 82nd Street and S. Jeffery Boulevard and S. South Chicago Avenue;

(October 8, 1969) "Stop" signs at entrances to first alley west of N. Central Avenue between W. School Street and W. Melrose Street;

(July 29, 1969) "Stop" signs at N. Lavergne Avenue and W. Palmer Street;

(March 14, 1969) "Stop" signs at E. 131st Street and S. Evans Avenue, and E. 131st Street and S. Ellis Avenue;

(September 17, 1969) "Stop" signs at W. Thorndale Avenue and N. Winthrop Avenue, and W. Thorndale Avenue and N. Kenmore Avenue;

(April 17, 1969) "2-Way Stop" signs at S. Paxton Avenue and E. 99th Street;

(May 28, 1969) "2-Way Stop" signs at W. Palmer Street and N. Lavergne Avenue;

(September 17, 1969) "3-Way Stop" signs at N. Greenview Avenue and W. Arthur Avenue;

(October 29, 1969) "4-Way Stop" signs at W. George Street and N. Sayre Avenue;

(July 11, 1968) "4-Way Stop" signs at W. 70th Street and S. Stewart Avenue;

(December 13, 1968) "4-Way Stop" signs at W. 72nd Street and S. Perry Avenue;

(April 9, 1969) "4-Way Stop" signs at E. 93rd Street and S. Burnside Avenue;

(December 30, 1968) "4-Way Stop" signs at E. 93rd Street and S. Chappel Avenue;

(January 17, 1969) "4-Way Stop" signs at W. 94th Street and S. Leavitt Street;

(June 2, 1967) "4-Way Stop" signs at E. 96th Street and S. Exchange Avenue;

(May 14, 1969) "4-Way Stop" signs at W. 100th Street and S. Leavitt Street;

(March 14, 1969) "4-Way Stop" signs at W. 104th Street and S. Charles Street;

(July 8, 1969) "4-Way Stop" signs at W. Roscoe Street and N. Long Avenue;

(September 5, 1969) "4-Way Stop" signs at N. Washtenaw Avenue and W. Birchwood Avenue.

Proposed Orders for Installations of Traffic-Control Signals at the following street intersections:

(October 29, 1969) W. Cermak Road and S. Federal Street, and W. 24th Street and S. Federal Street;

(June 23, 1969) E. 57th Street and S. Calumet Avenue;

(April 17, 1969) W. 101st Street and S. Halsted Street;

(April 9, 1969) W. 103rd Street and S. Morgan Street;

(April 25, 1969) W. 119th Street and S. Morgan Street, and S. Morgan Street 240 feet west of W. 119th Street;

(March 14, 1969) E. 71st Street, S. Cottage Grove and S. South Chicago Avenues.

Respectfully submitted,
(Signed) PAUL T. WIGODA,
*Chairman.*

# MATTERS PRESENTED BY THE ALDERMEN

**(Presented by Wards, in Order, Beginning with the First Ward).**

**Arranged under the following subheadings:**

1. **Traffic Regulations, Traffic Signs and Traffic-Control Devices.**
2. **Zoning Ordinance Amendments.**
3. **Claims.**
4. Unclassified Matters (arranged in order according to Ward numbers).
5. **Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection and Water Rate Exemptions, Etc.**

***Proposed ordinances, orders and resolutions, described below, were presented by the aldermen named, as noted. Except where otherwise noted or indicated hereinbelow, unanimous consent was given to permit action by the City Council on each of said proposed ordinances, orders and resolutions without previous committee consideration, in accordance with the provisions of Council Rule 43.***

## 1. TRAFFIC REGULATIONS, TRAFFIC SIGNS, AND TRAFFIC-CONTROL DEVICES.

### *Referred*—PROPOSED ORDER FOR ESTABLISHMENT OF PARKING-METER ZONES ON PORTION OF N. LAVERGNE AV.

Alderman Fifielski (45th Ward) presented a proposed order for the establishment of parking-meter zones on both sides of N. Lavergne Avenue between W. Irving Park Road and the first alley north thereof; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—PROPOSED ORDINANCE TO CHANGE AREA OF PARKING-METER ZONE ON PORTION OF S. MOZART ST.

Alderman Sheridan (16th Ward) presented a proposed ordinance to change the area of parking-meter zone to both sides of S. Mozart Street between W. 63rd Street and the first alley south thereof (instead of between the first alley north of W. 63rd Street and the first alley south thereof); which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—PROPOSED ORDINANCES TO PROHIBIT AT ALL TIMES PARKING OF VEHICLES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit at all times the parking of vehicles at the locations designated, for the distances specified, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Location and Distance* |
|---|---|
| Metcalfe (3rd Ward) | S. Prairie Avenue, at Nos. 5017-5019 |
| Rayner (6th Ward) | E. 69th Street, at No. 218 |
| Buchanan (10th Ward) | S. Houston Avenue (west side) between the north line of E. 92nd Street and a point 75 feet north of the first alley north of E. 92nd Street |
| Hines (18th Ward) | S. Scottsdale Avenue (west side) between W. 83rd Street and W. 83rd Place |
| [Hines (18th Ward)] | W. 83rd Place (north side) between S. Scottsdale Avenue and a point 250 feet west thereof |
| Marzullo (25th Ward) | W. Washburne Avenue, at No. 2037—30 feet<br>W. Washburne Avenue, at Nos. 1655-1659<br>W. Hastings Street (north side) between S. Hoyne Avenue and a point 163 feet west thereof<br>S. Paulina Street, alongside Nos. 1655-1659 |
| Laskowski (35th Ward) | N. Kimball Avenue (east side) between W. Belmont Avenue and the exit ramp of the Kennedy Expressway |
| Aiello (36th Ward) | W. Wabansia Avenue (north side) between N. Neva Avenue and the first alley west thereof |
| Simon (40th Ward) | N. Manor Avenue (east side) between the first alley south of W. Lawrence Avenue and W. Giddings Street (except on Saturdays and Sundays) |
| Fifielski (45th Ward) | N. Minnehaha Avenue (west side) between W. Devon Avenue and the first alley north thereof |
| Hoellen (47th Ward) | W. Winnemac Avenue, at No. 1625<br>N. Paulina Street, at No. 5001 |
| Sperling (50th Ward) | N. California Avenue (both sides) between W. Howard Street and the first alley south thereof. |

### *Referred*—PROPOSED ORDINANCES TO PROHIBIT PARKING OF VEHICLES DURING SPECIFIED HOURS AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit the parking of vehicles, during the hours designated, at the locations specified, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Location, Distance and Time* |
|---|---|
| Staszcuk (13th Ward) | S. Wood Street, at No. 7028—(45 feet) — 11:00 A.M. to 5:00 P.M. (on Tuesdays only) |
| Wigoda (for Fitzpatrick, 19th Ward) | S. Marshfield Avenue (both sides), in the No. 9100 block —8:00 A.M. to 10:00 A.M. (except on Saturdays, Sundays and holidays) |
| Wigoda (49th Ward) | W. Thome Avenue (both sides) between N. Glenwood Avenue and the alley west thereof—8:00 A.M. to 3:00 P.M. (except on Saturdays, Sundays and holidays). |

### *Referred*—Proposed Ordinances to Limit at All Times Parking of Vehicles at Specified Locations.

The aldermen named below presented proposed ordinances to limit at all times the parking of vehicles at the locations designated, to the periods specified, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Location, Distance and Time* |
|---|---|
| Marzullo (25th Ward) | S. Western Avenue, at No. 1414 —1 hour |
| Singer (44th Ward) | W. Diversey Parkway (both sides) between N. Sheffield and N. Ravenswood Avenues —one hour (except as otherwise posted, and on Saturdays, Sundays and holidays). |

### *Referred*—Proposed Ordinances to Limit Parking of Vehicles during Specified Hours at Specified Locations.

The aldermen named below presented proposed ordinances to limit the parking of vehicles to the periods specified, during the hours designated, at the locations specified, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Location, Distance and Time* |
|---|---|
| Bohling (7th Ward) | E. 83rd Place, at No. 3000 between the corner and a point 150 feet north thereof—two hours — 8:00 A.M. to 6:00 P.M. |
| | E. 83rd Place (both sides) between S. Exchange and S. Escanaba Avenues—two hours —8:00 A.M. to 6:00 P.M. |
| McMahon (30th Ward) | W. Fulton Street (south side) between a point 430 feet east of N. Kilpatrick Avenue and a point 50 feet east thereof—one hour—8:00 A.M. to 6:00 P.M. (except on Sundays and holidays). |

### *Referred*—Proposed Ordinance to Permit Diagonal Parking Zones at Specified Locations in 7th Ward.

Alderman Bohling (7th Ward) presented a proposed ordinance to permit diagonal parking zones at specified locations, which was *Referred to the Committee on Traffic and Public Safety,* as follows:

Property immediately adjoining St. Constantine and St. Helen Greek Orthodox Church, No. 7351 S. Stony Island Avenue;

Property adjacent to St. John's Methodist Church, No. 7350 S. Jeffery Avenue; and

Property adjacent to the South Side Hebrew Congregation, No. 7359 S. Chappel Avenue.

### *Referred*—Proposed Ordinance to Permit Diagonal Parking of Vehicles on Portion of S. Avenue O.

Alderman Buchanan (10th Ward) presented a proposed ordinance to permit diagonal parking of vehicles on the east side of S. Avenue O between E. 89th and E. 91st Streets; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—Proposed Ordinances to Establish Loading Zones at Sundry Locations.

The aldermen named below presented proposed ordinances to establish loading zones at the locations designated, for the distances specified, and for limited periods where so indicated, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Location, Distance and Time* |
|---|---|
| Roti (1st Ward) | Alley in rear of the premises at Nos. 1850-1852 S. Blue Island Avenue—50 feet |
| | S. Plymouth Court (west side) between a point 30 feet north of W. Congress Parkway and a point 30 feet north thereof —8:00 A.M. to 6:00 P.M. (except on Saturdays, Sundays and holidays) |
| Marzullo (25th Ward) | W. 19th Street, at No. 2135 |
| Zydlo (26th Ward) | N. Desplaines Street, at No. 506 —30 feet—7:00 A.M. to 7:00 P.M. |
| Singer (44th Ward) | W. Diversey Parkway, alongside No. 2800 N. Lake Shore Drive, between a point 5 feet west of garage exit and a point 200 feet east thereof |
| | N. Lake Shore Drive between a point 5 feet north of the driveway at No. 2800 and a point 60 feet south thereof. |

### *Referred*—Proposed Ordinances to Fix Weight Limit of Five Tons for Vehicles on Specified Streets.

The aldermen named below presented proposed ordinances to fix a weight limit of five tons for trucks and commercial vehicles on the streets designated, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Street and Limits* |
|---|---|
| Swinarski (12th Ward) | S. Damen Avenue between W. 35th and W. 36th Streets |
| Staszcuk (13th Ward) | S. Kenneth Avenue between W. 79th Street and W. 77th Place |

| *Alderman* | *Street and Limits* |
|---|---|
| [Staszcuk (13th Ward)] | S. Kilpatrick Avenue between W. 79th and W. 77th Streets |
| | S. Keating Avenue between W. 79th and W. 77th Streets |
| | W. 78th Street between S. Cicero and S. Kenton Avenues |
| Cullerton (38th Ward) | Area bounded by N. Narragansett, N. Austin, W. Diversey and W. Belmont Avenues |
| Singer (44th Ward) | W. Arlington Place, in the No. 400 Block. |

### *Referred*—PROPOSED ORDINANCES TO RESTRICT MOVEMENT OF VEHICULAR TRAFFIC TO SINGLE DIRECTIONS ON SPECIFIED PUBLIC WAYS.

The aldermen named below presented proposed ordinances to restrict the movement of vehicular traffic to the direction indicated in each case, on specified public ways, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Street, Distance and Direction* |
|---|---|
| Swinarski (12th Ward) | S. St. Louis Avenue between W. 43rd and W. 47th Streets—southerly |
| | S. Trumbull Avenue between W. 47th and W. 43rd Streets—northerly |
| | S. Homan Avenue between W. 43rd and W. 47th Streets—southerly |
| | S. Christiana Avenue between W. 47th and W. 43rd Streets—northerly |
| | S. Spaulding Avenue between W. 43rd and W. 47th Streets—southerly |
| | S. Sawyer Avenue between W. 47th and W. 43rd Streets—northerly |
| | S. Troy Street between W. Pershing Road and W. 47th Street—southerly |
| | S. Albany Avenue between W. 47th Street and W. Pershing Road—northerly |
| | S. Washtenaw Avenue between W. Pershing Road and W. 47th Street—southerly |
| | S. Richmond Street between W. Pershing Road and W. 47th Street—southerly |
| | S. Fairfield Avenue between W. 47th Street and W. Pershing Road—northerly |
| | S. Talman Avenue between W. 47th Street and W. Pershing Road—northerly |
| | S. Whipple Street between W. Pershing Road and W. 47th Street—southerly |
| | S. Francisco Avenue between W. 47th Street and W. Pershing Road—northerly |
| | S. Mozart Street between W. Pershing Road and W. 47th Street—southerly |
| [Swinarski (12th Ward)] | S. Maplewood Avenue between W. Pershing Road and W. 45th Street—southerly |
| | S. Campbell Avenue between W. 45th and W. 40th Streets—northerly |
| | S. Artesian Avenue between W. Pershing Road and W. 45th Street—southerly |
| | S. Honore Street between W. Pershing Road and W. 35th Street—northerly |
| | S. Leavitt Street between W. 37th and W. 33rd Streets—northerly |
| | S. Hamilton Avenue between W. 33rd and W. 37th Streets—southerly |
| | S. Hoyne Avenue between W. 37th and W. 33rd Streets—northerly |
| | S. Seeley Avenue between W. 33rd and W. 37th Streets—southerly |
| | S. Winchester Avenue between W. Pershing Road and W. 35th Street—northerly |
| | S. Wolcott Avenue between W. 34th Street and W. Pershing Road—southerly |
| | S. Bell Avenue between W. 33rd Street and W. 35th Place—southerly |
| | S. Oakley Avenue between W. 36th and W. 33rd Streets—northerly |
| | S. Claremont Avenue between W. 33rd and W. 35th Streets—southerly |
| Cullerton (38th Ward) | W. George Street between N. Narragansett and N. Austin Avenues—easterly |
| | N. Melvina Avenue between W. Diversey and W. Belmont Avenues—northerly |
| | N. Meade Avenue between W. Belmont and W. Diversey Avenues—southerly |
| | W. Wellington Avenue between N. Austin and N. Narragansett Avenues—westerly |
| | N. Overhill Avenue between W. Addison Street and W. Belmont Avenue—southerly |
| McCutcheon (43rd Ward) and Singer (44th Ward) | W. Belden Avenue between N. Greenview and N. Commonwealth Avenues—easterly |
| Singer (44th Ward) | N. Cleveland Avenue between W. Fullerton and W. Belden Avenues—southerly |
| | N. Clifton Avenue between W. Fullerton and W. Belden Avenues—southerly |
| | N. Lakewood Avenue between W. Fullerton and W. Belden Avenues—southerly |

| *Alderman* | *Street, Distance and Direction* |
|---|---|
| [Singer (44th Ward)] | N. Seminary Avenue between W. Belden and W. Fullerton Avenues—northerly |
| | N. Kenmore Avenue between W. Fullerton and W. Belden Avenues—southerly |
| | N. Wayne Avenue between W. Belden and W. Fullerton Avenues—northerly |
| | N. Janssen Avenue between W. Fullerton and W. Belden Avenues—southerly |
| | W. Kemper Place between N. Geneva Terrace and N. Orchard Street—westerly. |

*Referred*—PROPOSED ORDINANCE TO IMPOSE SPEED LIMIT FOR VEHICLES ON PORTION OF S. LOOMIS ST.

Alderman Hines (18th Ward) presented a proposed ordinance to limit the speed of vehicles to 20 miles per hour on S. Loomis Street between W. 81st and W. 83rd Streets; which was *Referred to the Committee on Traffic and Public Safety.*

*Referred*—PROPOSED ORDERS FOR INSTALLATIONS OF TRAFFIC SIGNS.

The aldermen named below presented proposed orders for installations of traffic signs, of the nature indicated and at the locations specified, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Location and Type of Sign* |
|---|---|
| Staszcuk (13th Ward) | W. 58th Street and S. Springfield Avenue—"4-Way Stop" |
| | W. Hayford and S. Springfield Avenues—"Stop" |
| Sheridan (16th Ward) | S. Justine and W. 65th Streets—"Stop" |
| Hines (18th Ward) | W. 85th Street and S. Kenton Avenue—"Slow-Children Crossing" |
| Aiello (36th Ward) | W. Altgeld Street and N. Sayre Avenue—"Stop" |
| Cullerton (38th Ward) | W. Wellington and N. Melvina Avenues—"4-Way Stop" |
| | W. Wellington and N. Meade Avenues—"4-Way Stop" |
| Wigoda (49th Ward) | W. Farwell and N. Wayne Avenues—"4-Way Stop" |
| | W. Morse Avenue, at No. 1425—"No Left Turn". |

*Referred*—PROPOSED ORDER FOR SURVEY TO REVISE TIMING ON TRAFFIC-CONTROL SIGNALS AT SPECIFIED INTERSECTION.

Alderman Staszcuk (13th Ward) presented a proposed order for a survey to revise the timing on the traffic-control signals at W. 79th Street and S. Pulaski Road; which was *Referred to the Committee on Traffic and Public Safety.*

*Referred*—PROPOSED ORDERS FOR INSTALLATIONS OF TRAFFIC-CONTROL SIGNALS.

The aldermen named below presented proposed orders for installations of "Stop and Go" lights at the intersections specified, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Intersection* |
|---|---|
| Staszcuk (13th Ward) | W. 53rd Street and S. Kedzie Avenue |
| Laurino (39th Ward) | W. Devon and N. Kildare Avenues. |

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## 2. ZONING ORDINANCE AMENDMENTS.

*Referred*—PROPOSED ORDINANCES TO RECLASSIFY PARTICULAR AREAS.

Proposed ordinances for amendment of the Chicago Zoning Ordinance, for the purposes of reclassifying particular areas, were presented by the Aldermen named below, respectively, and were *Referred to the Committee on Buildings and Zoning,* as follows:

BY ALDERMAN STASZCUK (13TH WARD):

To classify as an M1-1 Restricted Manufacturing District instead of an R4 General Residence District the area shown on Map No. 14-H bounded by

a line 150 feet north of the alley next north of and parallel to W. 57th Street; the alley next east of and parallel to S. Oakley Avenue; the alley next north of and parallel to W. 57th Street; and S. Oakley Avenue.

BY ALDERMAN SHANNON (17TH WARD):

To classify as an R5 General Residence District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. **16-F** bounded by

W. 66th Street; S. Lowe Avenue; W. 65th Street; and S. Parnell Avenue.

BY ALDERMAN HINES (18TH WARD):

To classify as a B2-2 Restricted Retail District instead of a B4-2 Restricted Service, B5-2 General Service and C1-2 Restricted Commercial Districts the area shown on Map No. 20-H bounded by

W. 79th Street; S. Ashland Avenue; W. 87th Street; S. Marshfield Avenue; the alley next north of and parallel to W. 87th Street; the alley next west of and parallel to S. Ashland Avenue; the alley next south of and parallel to W. 79th Street; and S. Wood Street.

To classify as a B2-2 Restricted Retail District instead of a B4-2 Restricted Service, B5-2 General Service and C2-2 General Commercial Districts the area shown on Map No. 20-G bounded by

W. 79th Street; the alley next east of and parallel to S. Ashland Avenue; W. 83rd Street; the alley next east of and parallel to S. Ashland Avenue; W. 85th Street; the alley next east of and parallel to S. Ashland Avenue; the alley next north of and parallel to W. 87th Street; S. Justine Street; W. 87th Street; and S. Ashland Avenue.

To classify as a B2-1 Restricted Retail District instead of a B4-1 Restricted Service District the area shown on Map No. 20-J bounded by

W. 82nd Street; S. Kedzie Avenue; W. 83rd Street; and the alley next west of and parallel to S. Kedzie Avenue.

To classify as a B2-2 Restricted Retail District instead of a B4-1 Restricted Service, B4-2 Restricted Service and M1-1 Restricted Manufacturing Districts the area shown on Map No. 20-H bounded by

W. 79th Street; S. Honore Street; the alley next south of and parallel to W. 79th Street; and the east line of the right of way of the Pennsylvania Railroad.

To classify as a B2-1 Restricted Retail District instead of a B4-1 Restricted Service District the area shown on Map No. 18-H bounded by

a line 125 feet north of W. 79th Street; S. Hamilton Avenue; the alley next north of and parallel to W. 79th Street; the alley next east of and parallel to S. Damen Avenue; W. 79th Street; and the east line of the Pennsylvania Railroad right of way.

To classify as a B2-2 Restricted Retail District instead of a B5-2 General Service and C1-2 Restricted Commercial Districts the area shown on Map No. 18-G bounded by

W. 76th Street; the alley next west of and parallel to S. Laflin Street; the alley next south of and parallel to W. 76th Street; the alley next west of and parallel to S. Laflin Street; the alley next north of and parallel to W. 77th Street; the alley next east of and parallel to S. Ashland Avenue; the alley next south of and parallel to W. 77th Street; the alley next east of and parallel to S. Ashland Avenue; the alley next north of and parallel to W. 78th Street; the alley next east of and parallel to S. Ashland Avenue; the alley next north of and parallel to W. 79th Street; S. Laflin Street; W. 79th Street; and S. Ashland Avenue.

To classify as a B2-2 Restricted Retail District instead of a B4-2 Restricted Service, B4-3 Restricted Service, C1-2 Restricted Commercial, C2-1 General Commercial and C2-2 General Commercial Districts the area shown on Map No. 18-H bounded by

W. 76th Street; S. Ashland Avenue; W. 79th Street; S. Winchester Avenue; the alley next north of and parallel to W. 79th Street; and the alley next west of and parallel to S. Ashland Avenue.

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## 3. CLAIMS.

**Claims against the City of Chicago were presented by the aldermen designated below, respectively, for the claimants named, which were *Referred to the Committee on Finance,* as follows:**

| *Alderman* | *Claimant* |
|---|---|
| Bilandic (11th Ward) | Arturo Brunious |
| Hines (18th Ward) | William Havle |
| Zydlo (26th Ward) | James Cozzo,<br>Joe Galos,<br>John Kola,<br>Robert Kwiatkowski,<br>Steven Leasure,<br>Edward Palka,<br>Mr. Billy Parker,<br>R. Passeri,<br>Mr. Pochman,<br>Mr. Poczatek,<br>William Reeves, |
| [Zydlo (26th Ward)] | Mr. Israel I. Rizarry,<br>G. Sharabura,<br>Ed. Sroka |
| Keane (31st Ward) | Robert Alfaro,<br>Teddy F. Cholewa |
| Aiello (36th Ward) | Joseph Rayas,<br>Glen Stangeland |
| Casey (37th Ward) | Messrs. Martin Schimel and Robert Simon |
| Laurino (39th Ward) | A. J. Feit |
| Simon (40th Ward) | Miss Florence Moran |
| Singer (44th Ward) | Rudy Lachmit |
| Kerwin (46th Ward) | Julius I. Davis |
| Sperling (50th Ward) | William O' Callahan. |

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## 4. UNCLASSIFIED MATTERS

### (Arranged in Order According to Ward Numbers).

***Proposed ordinances, orders and resolutions were presented by the aldermen named below, respectively, and were acted upon by the City Council in each case in the manner noted, as follows:***

### Presented by
### ALDERMAN ROTI (1st Ward):

*Referred*—PROPOSED ORDINANCES FOR GRANTS OF PRIVILEGES IN PUBLIC WAYS.

Two proposed ordinances for grants of privileges in public ways, which were *Referred to the Committee on Local Industries, Streets and Alleys,* as follows:

First Federal Savings and Loan Association of Chicago: to maintain and use an existing vault under the first north-south 16-foot public alley east of S. Dearborn Street, in the rear of the premises known as Nos. 1-15 S. Dearborn Street;

333 Building Corporation: to maintain and use an existing 12-inch water pipe, together with a 12-inch discharge pipe, from the north end of the building known as No. 333 N. Michigan Avenue Building at a point ten feet four and one-half inches west of the west line of N. Beaubien Court, thence north under and across the lower level of E. Wacker Drive at a point thirty-six feet east of N. Michigan Avenue bridge a distance of one hundred fifty feet to the Chicago River.

### Presented by
### ALDERMAN HUBBARD (2nd Ward):

*Referred*—PROPOSED ORDINANCES FOR GRANTS OF PRIVILEGES IN PUBLIC WAYS.

Two proposed ordinances for grants of privileges in public ways, which were *Referred to the Committee on Local Industries, Streets and Alleys,* as follows:

Lake Meadows Associates: to maintain and use an existing two 2-inch electrical control conduits; one 8-inch steam supply line in a 15-inch conduit and one 5-inch condensate return line in a 10-inch conduit lying twenty feet south of and adjoining a line thirty-seven feet south of the south line of E. 33rd Place and under and across S. Rhodes Avenue for a distance of sixty-six feet, etc.;

2300 Indiana Building Corporation: to maintain and use an existing four-story covered bridge or passageway, fourteen feet six inches in width, over and across the north-south 20-foot public alley in the block bounded by S. Michigan Avenue, E. 23rd Street, S. Indiana Avenue and E. 24th Street, connecting the second, third, fourth and fifth floors of the premises known as Nos. 2301-2309 S. Michigan Avenue with the corresponding floors of the premises known as Nos. 2300-2308 S. Indiana Avenue.

*Referred*—PROPOSED ORDINANCE TO REPEAL ORDINANCE ESTABLISHING TAXICAB STAND NO. 330.

Also a proposed ordinance to repeal ordinance establishing Taxicab Stand No. 330 on W. 33rd Street, along the south curb, from a point 50 feet west of the west building line of S. State Street and extending 65 feet west thereof—3 vehicles.—*Referred to the Committee on Local Transportation.*

### Presented by
### ALDERMAN HOLMAN (4th Ward):

*Referred*—PROPOSED ORDINANCES TO REPEAL ORDINANCES ESTABLISHING TAXICAB STANDS NO. 121 AND NO. 328.

Two proposed ordinances to repeal ordinances establishing the following taxicab stands:

Taxicab Stand No. 121 on S. Lake Park Avenue, along the west curb, from a point 20 feet north of the north building line of E. 47th Street, extending 80 feet north thereof—4 vehicles;

Taxicab Stand No. 328 on E. 47th Street, along the north curb, beginning 110 feet east of the east line of S. Drexel Boulevard extending to a point 57 feet east thereof—3 vehicles.

—*Referred to the Committee on Local Transportation.*

### Presented by
### ALDERMAN HOLMAN (4th Ward) and ALDERMAN FROST (21st Ward):

*Referred*—PROPOSED RESOLUTION TO URGE ALL PERSONS OFFERING HOUSING ACCOMMODATIONS TO ADHERE TO CONCEPT OF FAIR HOUSING ORDINANCE.

A proposed resolution urging all persons offering housing accommodations to adhere to the concept of the Fair Housing Ordinance of Chicago.—*Referred to the Committee on Planning and Housing.*

### Presented by
### ALDERMAN DESPRES (5th Ward):

### Drafting of Ordinance for Vacation of Portions of Specified Streets and Adjacent Alleys Directed.

**A proposed order reading as follows:**

*Ordered,* That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of S. University Avenue, S. Kimbark Avenue, S. Kenwood Avenue and S. Harper Avenue between E. 60th Street and E. 61st Street, also all of the public alleys in the blocks bounded by E. 60th Street, E. 61st Street, S. Woodlawn Avenue and the right of way of the Illinois Central Railroad; also providing for opening 14 feet of additional right of way on the east side of S. Woodlawn Avenue and S. Dorchester Avenue between E. 60th Street and E. 61st Street, for the City of Chicago (Department of Urban Renewal) Project 60th-Cottage Grove; said ordinance to be transmitted to the Committee on Local Industries, Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Despres said proposed order was *Passed.*

*Referred*—PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE IN PUBLIC WAY.

Also a proposed ordinance for a grant of permission and authority to The University of Chicago to maintain and use existing electrical conduits under and across S. Ellis Avenue and S. University Avenue, north of E. 58th Street.—*Referred to the Committee on Local Industries, Streets and Alleys.*

*Referred*—PROPOSED ORDINANCE TO REPEAL ORDINANCE ESTABLISHING TAXICAB STAND NO. 296.

Also a proposed ordinance to repeal ordinance establishing Taxicab Stand No. 296 on E. 54th Street, along the north curb, from a point 20 feet west of the west building line of S. Lake Park Avenue, extending 100 feet west thereof—4 vehicles.—*Referred to the Committee on Local Transportation.*

### Presented by
### ALDERMAN DESPRES (5th Ward) and OTHERS:

*Referred*—PROPOSED RESOLUTION TO MEMORIALIZE GENERAL ASSEMBLY TO PERMIT MOBILE REGISTRATION FOR COOK COUNTY VOTERS.

A proposed resolution (presented by Aldermen Despres, Rayner, Cousins, Simon and Singer) to memorialize the General Assembly to permit mobile registration units in Cook County, to permit the widest possible registration of voters whose working hours prevent them from registering.—*Referred to the Committee on Federal and State Legislation.*

*Referred*—PROPOSED RESOLUTION TO CONGRATULATE LINDA ROCKEY AND CHICAGO SUN TIMES ON JACOB SCHER AWARD.

Also a proposed resolution (presented by Aldermen

Despres, Rayner, Cousins, Simon and Singer) to congratulate Linda Rockey and the Chicago Sun Times upon winning the distinguished Jacob Scher award for outstanding reporting of series of articles on hunger in Chicago, which appeared in the Sun Times.

Alderman Despres moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed resolution. The motion to Suspend the Rules was *Lost*.

Whereupon said proposed resolution was *Referred to the Committee on Finance.*

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## Presented by
## ALDERMAN RAYNER (6th Ward):

### Building Declared Public Nuisance and Ordered Demolished.

A proposed ordinance reading as follows:

> WHEREAS, The building located at No. 6659 S. Ellis Avenue (also known as No. 1000 E. 67th Street), is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; therefore
>
> *Be It Ordained by the City Council of the City of Chicago:*
>
> SECTION 1. The building located at No. 6659 S. Ellis Avenue (also known as No. 1000 E. 67th Street), is declared a public nuisance, and the Commissioner of Buildings is authorized and directed to demolish the same.
>
> SECTION 2. This ordinance shall be effective upon its passage.

On motion of Alderman Rayner said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Marzullo, Zydlo, Jambrone, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—42.

*Nays*—None.

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## Presented by
## ALDERMAN RAYNER (6th Ward) and OTHERS:

*Referred*—PROPOSED RESOLUTION ON FIFTH ANNIVERSARY OF PROJECT EQUALITY OF NATIONAL CATHOLIC CONFERENCE FOR INTERRACIAL JUSTICE.

A proposed resolution (presented by Aldermen Rayner, Cousins, Despres, Simon, Singer and Bohling) to extend congratulations on the celebration of the Fifth Anniversary of Project Equality of the National Catholic Conference for Interracial Justice, etc.

Alderman Rayner moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed resolution. The motion to Suspend the Rules was *Lost*.

Whereupon said proposed resolution was *Referred to the Committee on Finance.*

## Presented by
## ALDERMAN LUPO (9th Ward):

*Referred*—PROPOSED ORDINANCE TO REPEAL ORDINANCE ESTABLISHING TAXICAB STAND NO. 213.

A proposed ordinance to repeal ordinance establishing Taxicab Stand No. 213 on the east side of S. Front Avenue, starting from a point 20 feet north of the building line of E. 115th Street to a point 20 feet north thereof—1 vehicle.—*Referred to the Committee on Local Transportation.*

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## Presented by
## ALDERMAN BUCHANAN (10th Ward):

*Referred*—PROPOSED RESOLUTION TO CONSIDER MERITS OF REDUCING VEHICLE LICENSE FEES FOR SENIOR CITIZENS.

A proposed resolution to request holding of hearings to determine whether a reduction of not more than one-half fee be allowed for applicants for City vehicle licenses for owners of automobiles who are over sixty-five years of age.—*Referred to a Joint Committee composed of the members of the Committee on Finance and the members of the Committee on License.*

*Referred*—PROPOSED ORDER FOR PAVING PORTION OF E. 105TH ST. BY SPECIAL ASSESSMENT.

Also a proposed order to request the Board of Local Improvements to institute necessary proceedings to pave by special assessment the roadway of E. 105th Street from S. Muskegon Avenue to a point 645 feet west thereof.—*Referred to the Committee on Local Industries, Streets and Alleys.*

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## Presented by
## ALDERMAN SHERIDAN (16th Ward) and OTHERS:

*Referred*—PROPOSED ORDINANCE TO AMEND MUNICIPAL CODE PERTAINING TO VACANT AND UNIMPROVED REAL ESTATE.

A proposed ordinance (presented by Aldermen Sheridan, Buchanan, Gabinski, Hines, Fifielski, Wigoda and Shannon) to amend Chapter 193 of the Municipal Code by adding a new section to direct owners of vacant property located in a zoning classification other than for residential use, to erect a suitable fence, of not less than three feet high, to prevent illegal access for the purpose of dumping debris, trees, abandoned vehicles, etc.—*Referred to the Committee on Buildings and Zoning.*

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## Presented by
## ALDERMAN SHANNON (17th Ward):

### Building Declared Public Nuisance and Ordered Demolished.

A proposed ordinance reading as follows:

> WHEREAS, The building located at No. 857 W. 71st Street, is so deteriorated and weakened that it

is structurally unsafe and a menace to life and property in its vicinity; therefore

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The building located at No. 857 W. 71st Street, is declared a public nuisance, and the Commissioner of Buildings is authorized and directed to demolish the same.

SECTION 2. This ordinance shall be effective upon its passage.

On motion of Alderman Shannon said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Marzullo, Zydlo, Jambrone, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—42.

*Nays*—None.

*Referred*—PROPOSED ORDINANCE TO REPEAL ORDINANCE ESTABLISHING TAXICAB STAND NO. 347.

Also a proposed ordinance to repeal ordinance establishing Taxicab Stand No. 347 on W. 63rd St., along the south curb, from a point 104 feet east of the east lot line of S. Lowe Avenue to a point 67 feet east thereof—3 vehicles.—*Referred to the Committee on Local Transportation.*

### Presented by
### ALDERMAN CAMPBELL (20th Ward):

### Building Declared Public Nuisance and Ordered Demolished.

A proposed ordinance reading as follows:

WHEREAS, The building located at No. 447 W. 60th Place (abandoned), is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; therefore

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The building located at No. 447 W. 60th Place (abandoned), is declared a public nuisance, and the Commissioner of Buildings is authorized and directed to demolish the same.

SECTION 2. This ordinance shall be effective upon its passage.

On motion of Alderman Campbell said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Marzullo, Zydlo, Jambrone, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—42.

*Nays*—None.

*Referred*—PROPOSED ORDER FOR ERECTION OF IDENTIFICATION SIGN.

Also a proposed order for issuance of a permit to Texaco Service Station to erect an identification sign to project 75 feet above the ground on private property at Nos. 235-239 E. Garfield Boulevard.—*Referred to the Committee on Buildings and Zoning.*

*Referred*—PROPOSED ORDINANCE TO REPEAL ORDINANCE ESTABLISHING TAXICAB STAND NO. 413.

Also a proposed ordinance to repeal ordinance establishing Taxicab Stand No. 413 on E. 61st Street, along the north curb, from a point 20 feet east of the east line of S. Rhodes Avenue to a point 80 feet east thereof—4 vehicles.—*Referred to the Committee on Local Transportation.*

### Presented by
### ALDERMAN KUTA (23rd Ward):

### Drafting of Ordinance for Vacation of Alley Directed.

A proposed order reading as follows:

*Ordered,* That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of all of the east-west pubic alley running west from S. Gullikson Road, in the block bounded by S. Gullikson Road, the right of way of the Chicago and Western Indiana Railroad, W. 63rd Street and S. Sayre Avenue, for Chicago City Bank and Trust Company, Trustee under Trust No. 3973, and Andrew A. and Helen A. O'Keefe; said ordinance to be transmitted to the Committee on Local Industries, Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Kuta said proposed order was *Passed.*

### Presented by
### ALDERMAN MARZULLO (25th Ward):

*Referred*—PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE IN PUBLIC WAY.

A proposed ordinance for a grant of permission and authority to Midwest Folding Products Mfg. Corp., to maintain and use an existing elevated switch track over and across W. 14th Street from a point on the north line thereof four hundred thirty-four feet west of the west line of S. Western Avenue to a point on the south line thereof four hundred sixty-seven feet west of the west line of S. Western Avenue, etc.—*Referred to the Committee on Local Industries, Streets and Alleys.*

### Presented for
### ALDERMAN BIGGS (29th Ward):

### Building Declared Public Nuisance and Ordered Demolished.

A proposed ordinance (presented by Alderman Collins) reading as follows:

WHEREAS, The building located at No. 2221 S. Kenneth Avenue, is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; therefore

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The building located at No. 2221 S. Kenneth Avenue, is declared a public nuisance, and the Commissioner of Buildings is authorized and directed to demolish the same.

SECTION 2. This ordinance shall be effective upon its passage.

On motion of Alderman Collins said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Marzullo, Zydlo, Jambrone, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—42.

*Nays*—None.

## Presented by
## ALDERMAN KEANE (31st Ward) and ALDERMAN WIGODA (49th Ward)

### *Referred*—PROPOSED RESOLUTION TO APPEAL TO GOVERNOR TO IMPLEMENT PURCHASE OF OLD CHICAGO STOCK EXCHANGE BLDG.

A proposed resolution to urge the Governor of Illinois to implement the purchase of the Old Chicago Stock Exchange Building, No. 30 N. LaSalle Street, in order to preserve it as an outstanding architectural work of the firm of Adler and Sullivan.—*Referred to the Committee on Cultural and Economic Development.*

## Presented by
## ALDERMAN LASKOWSKI (35th Ward):

### *Referred*—PROPOSED ORDER TO PERMIT W. F. HALL PRINTING CO. TO MAINTAIN AND OPERATE SCALE.

A proposed order for issuance of a permit to W. F. Hall Printing Company to maintain and operate a scale in the parkway adjoining the premises located at No. 4629 W. Wellington Avenue.—*Referred to the Committee on Local Industries, Streets and Alleys.*

## Presented by
## ALDERMAN CULLERTON (38th Ward):

### *Referred*—PROPOSED ORDINANCES FOR GRANTS OF PRIVILEGES IN PUBLIC WAYS.

Three proposed ordinances for grants of privileges in public ways, which were *Referred to the Committee on Local Industries, Streets and Alleys,* as follows:

Amxco, Incorporated: to maintain and use an existing switch track at street grade on the northeasterly side of N. Hooker Street from the west line of N. Halsted Street to a point one hundred eighty feet northwesterly thereof;

Consolidated Foods Corporation: to maintain and use an existing concrete loading platform in the sidewalk space on the south side of W. Kinzie Street adjoining the premises known as Nos. 109-115 W. Kinzie Street, etc.;

Montgomery Ward and Co., Incorporated: to maintain and use an existing tunnel under and across W. Chicago Avenue one hundred eleven feet west of the west line of N. Larrabee Street, as measured on the north side of W. Chicago Avenue.

### *Referred*—PROPOSED ORDINANCE TO REPEAL ORDINANCE ESTABLISHING TAXICAB STAND NO. 94.

Also a proposed ordinance to repeal ordinance establishing Taxicab Stand No. 94 at Municipal Pier driveway, along the south curb of parkway or driveway, commencing at a point at the southwest corner of said parkway or driveway running north and south in front of the main entrance of west end of the Municipal Pier—10 vehicles.—*Referred to the Committee on Local Transportation.*

## Presented by
## ALDERMAN SIMON (40th Ward) and OTHERS:

### *Referred*—PROPOSED ORDINANCE TO ALLOCATE M.F.T. FUNDS FOR USE OF C.T.A.

A proposed ordinance (presented by Aldermen Simon, Despres, Rayner, Cousins, Singer, McCutcheon, O'Rourke, Hoellen, Sperling, Staszcuk, and Scholl) to allocate specified sums of Motor Fuel Tax Funds for use of the Chicago Transit Authority.—*Referred to the Committee on Finance.*

### *Referred*—PROPOSED RESOLUTION REQUESTING REPORT FROM COMM. OF STREETS AND SANITATION REGARDING REPLACEMENT OF ELM TREES REMOVED DURING SPECIFIED YEARS, ETC.

Also a proposed resolution (presented by Aldermen Simon, Laurino, Fifielski, O'Rourke, Sperling, Laskowski, Scholl, Swinarski and Staszcuk) requesting the Commissioner of Streets and Sanitation to report on plans to replace dutch elm trees removed during 1968, 1969, 1970, etc.—*Referred to the Committee on Forestry and Recreation.*

## Presented by
## ALDERMAN SCHOLL (41st Ward):

### *Referred*—PROPOSED ORDINANCE FOR ACCEPTANCE OF DEED OF CONVEYANCE OF SPECIFIED PROPERTY FOR OPENING PORTION OF W. TOUHY AV.

A proposed ordinance for acceptance of a deed of conveyance from the American National Bank and Trust Company of Chicago, Trustee under Trust No. 28886 to the City of Chicago of specified parcel of property, to provide for the opening of a portion of W. Touhy Avenue.—*Referred to the Committee on Local Industries, Streets and Alleys.*

### Presented by
### ALDERMAN McCUTCHEON (43rd Ward):

*Referred*—PROPOSED ORDINANCE TO AMEND SECTION 156-17.1 OF MUNICIPAL CODE OF CHICAGO CONCERNING CLASS I AND CLASS II GARAGES.

A proposed ordinance to amend Section 156-17.1 of the Municipal Code of Chicago concerning the capacity and fees for Class I and Class II garages.—*Referred to the Committee on Buildings and Zoning.*

### Presented by
### ALDERMAN SINGER (44th Ward):

*Referred*—PROPOSED ORDER TO DIRECT COMM. OF STREETS AND SANITATION TO INITIATE PROCEDURES TO EFFECT CLOSING TO TRAFFIC PORTION OF N. LAKEVIEW AV., AND TO EXTEND PORTION OF W. WRIGHTWOOD AV.

A proposed order to direct the Commissioner of Streets and Sanitation to institute procedures to effect the closing to traffic of N. Lakeview Avenue at its intersection with N. Cannon Drive and W. Diversey Parkway; also to effect the extension of W. Wrightwood Avenue as a public way from N. Lakeview to N. Stockton Avenues, etc.—*Referred to the Committee on Traffic and Public Safety.*

### Presented by
### ALDERMAN FIFIELSKI (45th Ward):

#### Recognition Accorded and Appreciation Extended to Chicago Symphony Orchestra for Universal Renown it has Brought to City.

A proposed resolution reading as follows:

> WHEREAS, The Chicago Symphony Orchestra has been bringing music of the highest quality to Chicago music lovers since 1891; and
>
> WHEREAS, The Chicago Symphony Orchestra, referred to by such renowned composers and conductors as Leopold Stokowski, and Igor Stravinsky as "the greatest orchestra in the world", has under its present Music Director Georg Solti, received unparalleled acclaim in January, 1970, for its New York concerts; and
>
> WHEREAS, As the greatest manifestation of the genius of mankind, music has brought mankind to unprecedented aesthetic heights; and
>
> WHEREAS, The Chicago Symphony Orchestra has been the foremost disseminator of the appreciation and understanding of the great art of music since its Youth Concerts were established as the first concert of this type in America in 1919; and
>
> WHEREAS, The Chicago Symphony Orchestra has as its auxiliary the Civic Orchestra of Chicago, from which more than half of the current members of the Chicago Symphony Orchestra received invaluable training; and
>
> WHEREAS, The Chicago Symphony Orchestra is a public institution which has through its concerts, concert tours, recordings and broadcasts, brought the greatest amount of prestige to the City of Chicago; now, therefore,
>
> *Be It Resolved by the City Council of the City of Chicago,* That due recognition be accorded the Chicago's own Symphony Orchestra and that the members of the City Council extend its thanks and appreciation to the Chicago Symphony Orchestra for the universal renown it has brought to the City of Chicago.

Alderman Fifielski moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed resolution. The motion *Prevailed.*

On motion of Alderman Fifielski said proposed resolution was *Adopted.*

*Referred*—PROPOSED RESOLUTION TO URGE CITY COUNCIL TO PERMANENTLY DESIGNATE FEBRUARY 24 "DR. RUDOLPH GANZ DAY IN CHICAGO".

Also a proposed resolution to urge the City Council to permanently designate February 24 as "Dr. Rudolph Ganz Day in Chicago".—*Referred to the Committee on Cultural and Economic Development.*

*Referred*—PROPOSED ORDINANCE TO AMEND SECTION 193-7.9 OF THE MUNICIPAL CODE PERTAINING TO SMOKING IN SPECIFIED ESTABLISHMENTS.

Also a proposed ordinance to amend Section 193-7.9 of the Municipal Code pertaining to smoking in stores and elevators by adding the following language "or in any store selling retail food products over the counter".—*Referred to the Committee on Health.*

### Presented by
### ALDERMAN KERWIN (46th Ward):

*Referred*—PROPOSED ORDINANCE TO REPEAL ORDINANCE ESTABLISHING TAXICAB STAND NO. 403.

A proposed ordinance to repeal ordinance establishing Taxicab Stand No. 403 in front of No. 3950 N. Lake Shore Drive (between the driveways)—2 vehicles.—*Referred to the Committee on Local Transportation.*

### Presented by
### ALDERMAN HOELLEN (47th Ward):

#### Issuance of Canopy Permit Authorized.

A proposed order reading as follows:

> *Ordered,* That the City Comptroller be and he is hereby authorized to issue a permit to The Bethany Methodist Hospital to construct and maintain a canopy over the sidewalk in N. Paulina Street, to be attached to the building or structure located at No. 5025 N. Paulina Street, for a period of ten years from and after date of passage, in accordance with plans and specifications to be filed with the Commissioner of Public Works and approved by the Commissioner of Buildings and the Chief Fire Prevention Engineer, said canopy not to exceed 20 feet in length nor 17 feet 6 inches in width; upon the filing of the application and bond and payment of the initial compensation provided for by ordinances relating to the construction and maintenance of canopies.

On motion of Alderman Hoellen said proposed order was *Passed.*

*Referred*—PROPOSED RESOLUTION RELATIVE TO IMPROVEMENTS TO AMUNDSEN CITY COLLEGE DUE TO THREATENED LOSS OF ACCREDITATION BY NORTH CENTRAL ASSOC. AND LACK OF PROPER FACILITIES.

Also a proposed resolution regarding the lack of facilities at Amundsen City College which will lead to a loss of accreditation by the North Central Association unless remedial action is taken to insure a proper campus site, etc.—*Referred to the Committee on Police, Fire, Civil Service, Schools and Municipal Institutions.*

### Presented by
### ALDERMAN O'ROURKE (48th Ward):

*Referred*—PROPOSED ORDINANCE TO REPEAL ORDINANCE ESTABLISHING TAXICAB STAND NO. 257.

A proposed ordinance to repeal ordinance establishing Taxicab Stand No. 257 on W. Berwyn Avenue, along the north curb, from a point 30 feet east of the east building line of N. Sheridan Road to a point 100 feet east thereof—5 vehicles.—*Referred to the Committee on Local Transportation.*

### Presented by
### ALDERMAN WIGODA (49th Ward):

*Referred*—PROPOSED ORDINANCES TO AMEND MUNICIPAL CODE OF CHICAGO PERTAINING TO SCHOOLS, DAY CARE CENTERS, ETC.

Ten proposed ordinances to amend specified chapters of the Municipal Code of Chicago, pertaining to maintenance, care, etc. of designated types of schools, day care centers, etc.—*Referred to the Committee on Buildings and Zoning.*

### Presented by
### ALDERMAN WIGODA (49th Ward) and ALDERMAN SINGER (44th Ward):

*Referred*—PROPOSED RESOLUTION TO MEMORIALIZE U.S. CONGRESS TO REPEAL TITLE II OF INTERNAL SECURITY ACT OF 1950.

A proposed resolution to memorialize the United State Congress to repeal the 1950 detention camp provision, namely, Title II of the Internal Security Act of 1950.—*Referred to the Committee on Federal and State Legislation.*

## 5. FREE PERMITS, LICENSE FEE EXEMPTIONS, CANCELLATION OF WARRANTS FOR COLLECTION, AND WATER RATE EXEMPTIONS, ETC.

**Proposed ordinances, orders, etc. described below, were presented by the aldermen named, and were *Referred to the Committee on Finance,* as follows:**

*Free Permits to Churches, Etc.:*

BY ALDERMAN ROTI (1ST WARD):

County of Cook, No. 118 N. Clark Street—necessary electrical installation, rehabilitation of existing electrical system, on floors 3, 3½, 4, 6 and basement of county building.

BY ALDERMAN HUBBARD (2ND WARD):

The School of Management Finance of Illinois Institute of Technology, northeast corner of E. 31st and S. State Streets—necessary electrical installation and remodeling of electrical system in existing school buildings.

BY ALDERMAN LUPO (9TH WARD):

Roseland Community Hospital, Nos. 45-69 W. 111th Street—complete remodeling of existing building.

BY ALDERMAN STASZCUK (13TH WARD):

Lithuanian Jesuit Fathers (Jesuit Fathers of Delostrada), No. 2345 W. 56th Street—construction of addition to existing youth center building and use of water in conjunction therewith.

BY ALDERMAN SHERIDAN (FOR ALDERMAN BURKE, 14TH WARD):

Monastery of the Poor Clares, No. 5245 S. Laflin Street—demolition of existing monastery and chapel and use of water in conjunction therewith.

BY ALDERMAN MARZULLO (25TH WARD):

American Society of Clinical Pathologists, No. 2100 W. Harrison Street—construction of educational center, all electrical work and use of water in conjunction therewith.

BY ALDERMAN BRANDT (33RD WARD):

The Catholic Bishop of Chicago (St. Benedict Church), No. 3951 N. Bell Avenue—reinforcement of foundation, skeletal structure of existing church buildings, necessary new construction or remodeling, all electrical work and use of water in conjunction therewith.

BY ALDERMAN SANDE (34TH WARD):

The Catholic Bishop of Chicago (Our Lady of Grace Church), No. 2446 N. Ridgeway Avenue—alterations to and remodeling of existing church buildings, all electrical work and use of water in conjunction therewith.

BY ALDERMAN SINGER (44TH WARD):

Columbus Hospital, No. 2520 N. Lakeview Avenue—construction of additions to existing hospital buildings, all electrical work and use of water in conjunction therewith.

*License Fee Exemptions for Homes, Hospitals, Day Care Centers, Etc.:*

BY ALDERMAN HUBBARD (2ND WARD):

Mercy Hospital, Stevenson Expressway at Dr. Martin Luther King, Jr. Drive.

BY ALDERMAN METCALFE (3RD WARD):

Bethel A.M.E. Day Care Center, No. 4440 S. Michigan Avenue.

Firman House, No. 37 W. 47th Street.

Garden Apartments Nursery School and Kindergarten, No. 4627 S. Wabash Avenue.

Maggie Drummond Memorial Day Care Center, No. 4301 S. Wabash Avenue.

Provident Hospital and Training School, No. 426 E. 51st Street.

BY ALDERMAN BOHLING (7TH WARD):

Dyslexia Memorial Institute, Inc., No. 1936 S. Michigan Avenue.

BY ALDERMAN LAURINO (39TH WARD):

Sauganash Community Church Youth Education Day Care Center, No. 4618 W. Peterson Avenue.

BY ALDERMAN MCCUTCHEON (43RD WARD):

Augustana Nursery (Lutheran Welfare Services of Illinois—Mrs. Watts), No. 400 W. Dickens Avenue.

BY ALDERMAN SINGER (44TH WARD):

St. Augustine Home for the Aged, No. 2358 N. Sheffield Avenue.

BY ALDERMAN HOELLEN (47TH WARD):

Ebenezer Lutheran Day Care Center (Lutheran Welfare Services of Illinois), No. 1650 W. Foster Avenue.

*Cancellation of Warrants for Collection:*

BY ALDERMAN HOLMAN (4TH WARD):

New Testament Church, No. 3980 S. Drexel Avenue—sign inspection.

BY ALDERMAN SHERIDAN (16TH WARD):

St. Mary Byzantine Church, No. 4949 S. Seeley Avenue—steel curtain inspection.

BY ALDERMAN CAMPBELL (20TH WARD):

Reverend Harvey, No. 5735 S. Indiana Avenue—sign inspection.

BY ALDERMAN MARZULLO (25TH WARD):

Cook County School of Nursing, No. 1900 W. Polk Street—electrical inspection.

BY ALDERMAN CASEY (37TH WARD):

Austin Congregational Church, No. 5460 W. Ohio Street—elevator inspection.

BY ALDERMAN LAURINO (39TH WARD):

Lutheran Welfare Service of Illinois Thrift Shop, No. 3031 N. Central Avenue—electrical sign inspection.

*Cancellation of Water Rates:*

BY ALDERMAN WIGODA (49TH WARD):

Franciscan House of Studies, No. 6107 N. Kenmore Avenue.

*Refunds of Fees:*

BY ALDERMAN ZYDLO (26TH WARD):

Presbyterian-St. Luke's Hospital (Mile Square Annex), No. 2040 W. Washington Boulevard.

BY ALDERMAN ZYDLO (FOR ALDERMAN SAIN, 27TH WARD):

Presbyterian-St. Luke's Hospital, No. 1720 W. Harrison Street.

BY ALDERMAN LAURINO (39TH WARD):

The Salvation Army, No. 4056 N. Pulaski Road.

## UNFINISHED BUSINESS.

### *Re-referred to Committee on Forestry and Recreation* —PROPOSED RESOLUTION TO MEMORIALIZE CHICAGO PARK DISTRICT TO RENAME SPECIFIED PARK AS "BARRATT O'HARA PARK".

Alderman Kerwin moved to *Re-refer to the Committee on Forestry and Recreation* the proposed resolution recommended for passage by the committee, appearing on page 6309 of the Journal of the Proceedings of October 29, 1969, to memorialize the Chicago Park District to rename a specified park as "Barratt O'Hara Park".

The motion to Re-refer *Prevailed.*

## MISCELLANEOUS BUSINESS.

### Presence of Visitors Noted.

Honorable Richard J. Daley, Mayor, called the Council's attention to the presence of Mr. Fred Chivers, Assistant Director of Robert McCormick Boys Club; and Messrs. Jeffery Roper and Charles Leer, students at Dartmouth University—guests of Alderman O'Rourke.

The Mayor then called the Council's attention to the presence in the gallery of twenty students of the Work Study Class of Urban Youth Program (1st Ward), accompanied by Mr. John O'Brill.

The visitors were warmly applauded and were invited to attend future meetings.

### Time Fixed for Next Succeeding Regular Meeting.

By unanimous consent Alderman Keane thereupon presented a proposed ordinance which reads as follows:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the next succeeding regular meeting of the City Council of the City of Chicago to be held after the regular meeting held on Wednesday, the twenty-fifth (25th) day of February, 1970, at 10:00 A.M., be and the same is hereby fixed to be held on Wednesday, the twenty-fifth (25th) day of March, 1970, at 10:30 A.M., in the Council Chamber in the City Hall.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Marzullo, Zydlo, Jambrone, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Laurino, Simon, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—42.

*Nays*—None.

## ADJOURNMENT.

Thereupon Alderman Sheridan moved that the City Council do *Adjourn.* The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Wednesday, March 25, 1970, at 10:30 A.M. in the Council Chamber in the City Hall.

John C Marcin

JOHN C. MARCIN,
*City Clerk.*

*(Published by Authority of the City Council of the City of Chicago)*

COPY

# JOURNAL *of the* PROCEEDINGS

OF THE

# CITY COUNCIL

OF THE

# CITY OF CHICAGO, ILLINOIS

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## Special Meeting—Thursday, March 12, 1970

**at 10:00 A.M.**

*(Council Chamber—City Hall—Chicago, Illinois)*

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## OFFICIAL RECORD

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### Call to Order.

On Thursday, March 12, 1970, at 10:00 A.M. (the day and hour appointed for the meeting) Honorable Richard J. Daley, Mayor, called the City Council to order. The Clerk called the roll of members and it was found that there were present at that time: Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, McMahon, Keane, Gabinski, Brandt, Sande, Laskowski, Aiello, Casey, Cullerton, Scholl, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—40.

Quorum present.

On motion of Alderman Sheridan it was ordered noted in the record that Alderman Fitzpatrick was absent due to illness.

### Call for Special Meeting Read.

Honorable John C. Marcin, City Clerk, informed the City Council that the following call for the special meeting was filed in his office on Monday, March 9, 1970:

March 9, 1970.

*To the Honorable Richard J. Daley, Mayor of Chicago, the Members of the City Council, and Honorable John C. Marcin, City Clerk:*

The undersigned aldermen of the City of Chicago hereby call a special meeting of the City Council of the City of Chicago for Thursday, March 12, 1970, at 10:00 A.M., in the City Council Chamber, for the purpose of considering and acting upon an ordinance or ordinances to:

1. Provide for the creation of a Department for the Abolition of Hunger in Chicago and for its functions, duties and administration.

2. Declare the continuation of hunger and malnutrition in Chicago to be against public policy.
3. Enact an emergency appropriation ordinance to appropriate $35,000,000 for:
    a. The administration and operation of the Department for the Abolition of Hunger in Chicago.
    b. The provision of adequate breakfast and milk programs to eliminate hunger among school age children in Chicago.
    c. The provision of adequate meal programs to eliminate hunger among senior citizens.
    d. The expansion of supplemental food programs throughout the city to eliminate hunger among children from one to six, in addition to pregnant women and children under one year.

The undersigned hereby notify each alderman of the meeting and request the City Clerk to mail a copy of this call to each alderman.

(Signed) A. A. RAYNER, JR.
*Alderman, 6th Ward.*

(Signed) WILLIAM COUSINS, JR.
*Alderman, 8th Ward.*

(Signed) LEON M. DESPRES
*Alderman, 5th Ward.*

---

### *Referred*—PROPOSED ORDINANCE TO ESTABLISH DEPARTMENT FOR THE ABOLITION OF HUNGER IN THE CITY OF CHICAGO.

Presented to the City Council of the City of Chicago on March 12, 1970 by the following sponsors:

Southern Christian Leadership Conference—
Operation Breadbasket.

Rev. Clay Evans
Rev. Jesse L. Jackson
Rev. Calvin S. Morris
Rev. Willis Barrow
Rev. Patricia Drinkard
Rev. Edward Thompson
Mrs. Cynthia Linton
Mrs. Veda Appell
Mrs. Fern Silver
Rev. Thomas Barrett
Rev. Dr. D. E. King
Rev. Charles Geary
Rev. Henry Nichol
Rev. Earl E. Simmons
Rev. Martin Deppe
Augustus A. Savage
Mrs. Peggy Smith Martin

and many Citizens of Chicago and
surrounding communities.

Honorable John C. Marcin, City Clerk, then proceeded with the reading of the proposed ordinance.

Thereupon said proposed ordinance was *Referred to the Committee on Finance* under the provisions of Rule 43 of the City Council's Rules of Order.

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## ADJOURNMENT.

Alderman Keane then moved that the City Council do now *adjourn.* The motion Prevailed and the City Council *Stood Adjourned.*

John C Marcin

JOHN C. MARCIN,
*City Clerk.*

*(Published by Authority of the City Council of the City of Chicago)*

COPY

# JOURNAL *of the* PROCEEDINGS

OF THE

# CITY COUNCIL

OF THE

# CITY OF CHICAGO, ILLINOIS

## Regular Meeting—Wednesday, March 25, 1970

at 10:30 A.M.

*(Council Chamber—City Hall—Chicago, Illinois)*

## OFFICIAL RECORD

### Attendance at Meeting.

*Present*—Honorable Richard J. Daley, Mayor, and Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling.

*Absent*—Aldermen Rayner, Burke, Fitzpatrick, Gabinski, Sande, Aiello, Simon.

### Call to Order.

On Wednesday, March 25, 1970, at 10:30 A.M. (the day and hour appointed for the meeting) Honorable Richard J. Daley, Mayor, called the City Council to order. John C. Marcin, City Clerk, called the roll of members and it was found that there were present at that time: Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—40.

Quorum present.

On motion of Alderman Cousins it was ordered noted in the record that Alderman Rayner was absent due to being hospitalized.

### Invocation.

Rev. Eugene Green, Assistant Minister, Bray Temple of the Christian Methodist-Episcopal Church opened the meeting with prayer.

### JOURNAL (February 25, 1970).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on Wednesday, February 25, 1970, at 10:00 A.M., signed by him as such City Clerk.

Alderman Wigoda moved to *Approve* said printed Official Journal and to dispense with the reading thereof. The question being put, the motion *Prevailed.*

**JOURNAL (March 12, 1970).**

The City Clerk submitted the printed Official Journal of the Proceedings of the special meeting held on Thursday, March 12, 1970, at 10:00 A.M., signed by him as such City Clerk.

Alderman Sheridan moved to Correct said printed Official Journal as follows:

Page 7990—right-hand column—by striking out the name "Willis" as it appears in the sixth line from the top of the page and inserting in lieu thereof the name "Willie'.

The motion to Correct *Prevailed.*

Alderman Sheridan moved to approve said printed Official Journal, *as corrected,* and to dispense with the reading thereof. The question being put, the motion *Prevailed.*

# REPORTS AND COMMUNICATIONS FROM THE MAYOR AND OTHER CITY OFFICERS.

### *Referred*—SIX PROPOSED ORDINANCES TO AMEND SPECIFIED CHAPTERS OF MUNICIPAL CODE IN ORDER TO MAINTAIN BUILDING CODE IN UPDATED MANNER.

Honorable Richard J. Daley, Mayor, submitted the following communication, which was together with the proposed ordinances transmitted therewith, *Referred to the Committee on Buildings and Zoning:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

March 25, 1970.

*To the Honorable, the City Council of the City of Chicago:*

GENTLEMEN—At the request of the Commissioner of Buildings, I am transmitting herewith six ordinances amending the Chicago Municipal Code as to Building Permits; Storage Units; Heating Provisions; Ventilation; Materials, Methods and Tests and Steel and Metal Construction.

The embodiment of these amendments has been the subject matter of numerous meetings and studies by the Advisory Committee on Building Code Amendments and are being offered to maintain the Building Code as an updated and current expression of municipal regulations on these important topics.

Your favorable consideration will be appreciated.

Very truly yours,
(Signed) RICHARD J. DALEY,
*Mayor.*

### *Referred*—PROPOSED ORDINANCE FOR EXECUTION OF WATER SUPPLY CONTRACT WITH WITCO CHEMICAL CORP.

Honorable Richard J. Daley, Mayor, submitted the following communication, which was together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

March 25, 1970.

*To the Honorable, The City Council of the City of Chicago:*

GENTLEMEN—I transmit herewith a proposed ordinance covering contract for water supply to the Witco Chemical Corporation.

Your favorable consideration of this matter will be appreciated.

Very truly yours,
(Signed) RICHARD J. DALEY,
*Mayor.*

### *Referred*—PROPOSED ORDINANCE TO RECLASSIFY SPECIFIED PARCEL OF LAND FOR CENTRAL ENGLEWOOD URBAN RENEWAL PROJECT (ILL. R-47) (MAP NOS. 14-F, 14-G, 16-F AND 16-G).

Honorable Richard J. Daley, Mayor, submitted the following communication, which was together with the proposed ordinance transmitted therewith, *Referred to the Committee on Buildings and Zoning:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

March 25, 1970.

*To the Honorable, The Members of the City Council of the City of Chicago:*

GENTLEMEN—At the request of Mr. Lewis W. Hill, Chairman of the Department of Urban Renewal, I am transmitting herewith copies of an Application for an Amendment to the Chicago Zoning Ordinance for a Business Planned Development for the Central Englewood Urban Renewal Project (Ill. R-47).

Enactment of the ordinance by the City Council would greatly facilitate redevelopment of the Project.

Your favorable consideration of the proposed ordinance is requested.

Very truly yours,
(Signed) RICHARD J. DALEY,
*Mayor.*

### Tribute Paid to Late Patrolman Thomas J. Kelly.

Honorable Richard J. Daley, Mayor, on behalf of himself and the other members of the City Council presented the following proposed resolution:

WHEREAS, Almighty God, in His infinite wisdom, has called to his eternal reward, on March 3, 1970, Chicago Patrolman Thomas J. Kelly, who was shot to death while on duty with his partner, Patrolman Thomas C. Neustrom; and

WHEREAS, Patrolman Thomas J. Kelly was a graduate of St. Rita's High School; he attended Bogan Junior College; he served in the U.S. Marine

Corps and was a member of the Marine Corps Reserve; and

WHEREAS, Patrolman Thomas J. Kelly was only 26 years old; during his four short years of service with the police force he earned 20 Honorable Mentions recognizing his exemplary professionalism and devotion to duty. On March 3, 1970, Patrolmen Thomas J. Kelly and Thomas C. Neustrom, while assigned to Task Force Area 1 duty, stopped a traffic violator and, while making a routine search of the vehicle, one of the occupants drew a revolver and opened fire on the two Officers, fatally wounding Patrolman Kelly and critically wounding Patrolman Neustrom. After the shooting, the occupants of the car fled and Patrolman Neustrom, although wounded, fired at the assailants and then managed to radio for help; and

WHEREAS, Patrolman Thomas J. Kelly died because of this wanton and senseless act of violence; Patrolman Thomas C. Neustrom, seriously wounded, escaped death only because the killer's gun was empty; in carrying out their routine responsibilities of protecting lives and property of the people of our City, Patrolman Kelly and Neustrom present yet another dramatic example of heroism and dedication to duty to be added to the annals of police bravery; now, therefore,

*Be It Resolved,* That the Mayor and members of the City Council of the City of Chicago, in meeting assembled this Twenty-fifth day of March, 1970, together with all the people of the City, by this Resolution spread upon the Record of Proceedings of the City Council, hereby express their deep sense of obligation, profound regret and mourning upon the death of Patrolman Thomas J. Kelly, and express their sincere sympathy to his father and mother John and Anne Kelly and to his two brothers Jack and Robert Kelly, and further express their gratitude and appreciation to Patrolman Thomas C. Neustrom, who was wounded; and,

*Be It Further Resolved,* That as a mark to the respect of his memory, a suitable copy of this Resolution be presented to the family of Patrolman Thomas J. Kelly; and that a copy also be presented to Patrolman Thomas C. Neustrom.

Alderman Staszcuk moved to *Suspend the Rules Temporarily,* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed.*

On motion of Alderman Staszcuk (seconded by Alderman Sheridan) the foregoing proposed resolution was *Adopted,* unanimously, by a rising vote.

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## *CITY COUNCIL INFORMED AS TO MISCELLANEOUS DOCUMENTS FILED OR RECEIVED IN CITY CLERK'S OFFICE.*

John C. Marcin, City Clerk, informed the City Council that documents have been filed or received in his office, relating to the respective subjects designated, as follows:

### *Proclamations.*

Proclamations of Honorable Richard J. Daley, Mayor, designating times for special observances as follows:

"Pan American Day in Chicago": Tuesday, April 14, 1970; and

"Pan American Week in Chicago": April 12 through April 18, 1970;

"ORT Day in Chicago": March 18, 1970;

"49th Annual Youth Week in Chicago": May 11-17, 1970;

"Better Business Bureau Month in Chicago": Month of March, 1970;

"Bulgarian Day in Chicago": March 3, 1970;

"Spring Salvage Week in Chicago": Week of March 8, 1970;

"Be Kind to Animals Week in Chicago": May 3 through May 9, 1970;

"National Jewish Hospital Day in Chicago": May 20, 1970;

"Nurses' Week in Chicago": March 15-21, 1970;

"Convert-70 Week in Chicago": March 23 through 27, 1970;

"Easter Seal Parade Days in Chicago": March 17 through March 21, 1970;

"Jewish War Veterans Week in Chicago": March 8 through 14, 1970;

"Library Week in Chicago": April 12 through April 18, 1970;

"Ikebana Day in Chicago": May 3, 1970;

"Chicago's March Against V. D. Month": April, 1970;

"Chicago Harry Boland Hurling Club Day": March 21, 1970.

### *Oath of Office.*

Also the oath of office of Dr. LeRoy P. Levitt as a Member of the Board of Health, filed on February 27, 1970.

### *Reports and Documents of Commonwealth Edison Co.*

Also a communication (received on March 11, 1970) signed by William H. Colwell, Secretary of the Commonwealth Edison Company, which reads as follows:

"Pursuant to the provisions of the 1948 Franchise Ordinance granted to this Company, I am enclosing copies of reports of the Company, as listed below:

Monthly report to Illinois Commerce Commission with respect to routine transactions with affiliates for the month of January, 1970.

Statement dated March 3, 1970, for bills issued in March, 1970, to Illinois Commerce Commission relating to Standard Contract Rider No. 20.

Monthly statement to Federal Power Commission (F.P.C. Form No. 5), of electric operating revenues and income, for the month of December, 1969.

Annual report to Stockholders for the fiscal year ended December 31, 1969, filed with the Securities and Exchange Commission.

Quarterly report to Securities and Exchange Commission (Form R-2), on working capital and long-term debt as of December 31, 1969.

Quarterly report to Securities and Exchange Commission (Form R-3), on plant and equipment expenditures for the Quarter ended December 31, 1969 and survey of 1970 business budgets.

Annual report to the United States Atomic Energy Commission of station operation for Dresden-Nuclear Power Station for the year 1969.

Monthly power plant report to Federal Power Commission (F.P.C. Form 4) for the month of December, 1969.

Monthly power statement to Federal Power Commission (F.P.C. Form 12-E), for the month of December, 1969".

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### *CITY COUNCIL INFORMED AS TO PUBLICATIONS OF ORDINANCES.*

The City Clerk informed the City Council that all those ordinances which were passed by the City Council on February 25, 1970, and which were required by statute to be published in book or pamphlet form or in one or more newspapers, were published in pamphlet from on March 16, 1970 by being printed in full text in printed pamphlet copies of the Journal of the Proceedings of the City Council of the regular meeting held on February 25, 1970 [published by authority of the City Council in accordance with the provisions of Section 5-5 of the Municipal Code of Chicago, as passed on December 22, 1947], which printed pamphlet copies were delivered to the City Clerk on March 16, 1970.

#### *Acceptance of Ordinance by Chicago Park District Authorizing Amendment to Lake Front Ordinance.*

Also a certified copy of a resolution adopted by the Chicago Park District accepting the terms of the ordinance passed by the City Council on September 17, 1969, authorizing the 1969 Amendatory Lake Front Ordinance; the establishment of Harbor District Number Three; the construction of a new passenger station by the Illinois Central Railroad Company; etc.

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### *MISCELLANEOUS COMMUNICATIONS, REPORTS, ETC. REQUIRING COUNCIL ACTION (TRANSMITTED TO CITY COUNCIL BY CITY CLERK).*

The City Clerk transmitted communications, reports, etc., relating to the respective subjects listed below, which were acted upon by the City Council in each case in the manner noted, as follows:

#### *Monthly Report of Board of Health (Medical Examination and Emergency Treatment).*

A report of the Board of Health (Medical Examination and Emergency Treatment) for the month of February, 1970.—*Placed on File.*

#### *Notification from City Comptroller Regarding Filing of Signature Identification Certificate and Treasurer's Receipt for Sale of Various Tax Anticipation Warrants.*

Also a communication addressed to the City Clerk under date of March 13, 1970, signed by Otto H. Loser, City Comptroller, together with a fully executed copy of the Signature Identification Certificate and City Treasurer's Receipt used in finalizing the sale of $79,000,000 various tax anticipation warrants, issued against the tax levies of 1970, which was *Placed on File.*

#### *Court Decisions.*

Also communications from the Law Department addressed to the City Council, signed by John J. George, Richard F. Friedman, Edmund Hatfield and Howard C. Goldman, Assistants Corporation Counsel, and Marvin E. Aspen, Head of Appeals and Review Division, transmitting the following decisions, which were *Placed on File:*

*Harvey L. Kerr, Plaintiff-Appellant, vs. City of Chicago, John Mohan, William Boyd, Wesley Broderson, George Poplaski, Edmund Dobbs and Bruce Thompson, individually and as Police Officers of the City of Chicago, Defendants-Appellees, U. S. Court of Appeals for 7th Circuit, No. 17345.* This was an action for damages under the Civil Rights Act brought by plaintiff Harvey L. Kerr as a result of his being arrested for murder and robbery. He was tried on the murder charge but released because of a hung jury. After a second trial he was again released because of the U.S. Supreme Court "Escobedo" and "Miranda" decisions. The District Court dismissed the City as a party defendant and held the "Escobedo" and "Miranda" rulings not retroactive, concluding with a verdict for all defendant police officers. The Appeal Court affirmed the dismissal of City as a party defendant but reversed the jury finding in favor of the six policemen and remanded the case for a new trial. Affirmed in part and reversed and remanded with directions.

*Linnear v. White, U. S. Court of Appeals, 7th Circuit, No. 17776.* Plaintiff brought this appeal from an order of the District Court denying plaintiff's motion to reinstate his action against defendant. The attorney for plaintiff died four days after filing a complaint in the District Court and charged defendant, a Chicago policeman, with violation of his civil rights. On April 28, 1969, defendant moved for dismissal of the complaint because of failure of plaintiff to answer interrogatories and deposition. This motion was granted Ex Parte next day. Plaintiff's new attorney moved to reinstate complaint and said motion was denied. Hence the appeal. The higher court ruled that plaintiff should have his day in court. Accordingly, decision of the District Court is reversed and remanded with directions to reinstate plaintiff's action.

*Evans v. Daley, Illinois Appellate Court No. 53535.* This appeal taken by defendant, City of Chicago from judgment granting plaintiff Marth Evans a writ of mandamus compelling issuance of a Liquor License. In 1936, licensee's liquor license was revoked for solicitation for purposes of prostitution. Upon application for renewal, same was denied by the Local Commissioner. The trial court should have granted defendant's motion to dismiss; therefore, the Appellate Court reversed the judgment and remanded the cause with directions to dismiss the complaint.

*Manger et al. v. City of Chicago, Appellate Court of Illinois, First District, No. 53344.* This action was a reversal of the judgment of the Circuit Court of Cook County by the Appellate Court of Illinois which held invalid the zoning ordinance concerning plaintiff's property of S. Wood Street between W. 95th and W. 96th Streets. Plaintiff sought a declaratory judgment to improve the property consistent with zoning for an R4 General Residence District. The Rock Island Railroad runs the length of S. Wood Street in this area and divides two zoning classifications (R4 on the east side of the street and R1 on the west). Judgment of the Circuit Court reversed.

### *Recommendations by Commissioner of Development and Planning and Zoning Administrator Pertaining to Specified Amendments to Chicago Zoning Ordinance.*

Also a communication signed by Lewis W. Hill, Commissioner of the Department of Development and Planning under date of March 24, 1970, showing recommendations of the Commissioner and the Zoning Administrator concerning zoning amendments for which a public hearing was held on March 19, 1970 in accordance with provisions of Section 11.9-4 of the Chicago Zoning Ordinance as passed by the City Council on January 31, 1969.—*Placed on File.*

### *Zoning Reclassification of Particular Areas.*

Also applications (in triplicate) together with the proposed ordinances for amendment of the Chicago Zoning Ordinance, as amended, for the purpose of reclassifying particular areas, which were *Referred to the Committee on Buildings and Zoning,* as follows:

Nicholas G. Manos—to classify as a B4-1 Restricted Service District instead of a B1-1 Local Retail District the area shown on Map No. 7-N bounded by

> the alley next north of and parallel to W. Diversey Avenue; a line 133 feet east of N. Oak Park Avenue; W. Diversey Avenue; and N. Oak Park Avenue;

The Newberry Library—to classify as a B7-6 General Central Business District instead of an R7 General Residence District the area shown on Map No. 3-F bounded by

> W. Maple Street; N. State Street; W. Oak Street; and the alley next west of and parallel to N. State Street;

Daniel J. O'Brien, Sr.—to classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map No. 2-L bounded by

> W. Jackson Boulevard; S. Leamington Avenue; the alley next south of and parallel to W. Jackson Boulevard; and a line 83 feet east of S. Laramie Avenue;

Irving Stenn, Jr., Clark Armitage Realty Co.—to classify as an R7 General Residence District instead of an R6 General Residence District, a B3-5 General Retail District and a B4-4 Restricted Service District the area shown on Map No. 5-F bounded by

> a line 100 feet north of the alley next north of and parallel to W. Armitage Avenue; N. Clark Street; N. Lincoln Park West; W. Armitage Avenue; etc.;

Matil Pieroni, et al.—to classify as an R3 General Residence District instead of an R2 Single Family Residence District the area shown on Map No. 17-0 bounded by

> W. Albion Avenue; N. Harlem Avenue; the alley next northeast of and parallel to N. Onarga Avenue; and the alley next west of and parallel to N. Harlem Avenue;

Western International Hotels Co.—to classify as a B6-6 Restricted Central Business District instead of an R8 General Residence District the area shown on Map No. 3-E bounded by

> a line 107.61 feet south of E. Walton Street; a line 381 feet east of N. Michigan Avenue; E. Delaware Place; and a line 226 feet east of N. Michigan Avenue.

### *Claims against City of Chicago.*

Also claims against the City of Chicago, which were *Referred to the Committee on Finance,* filed by the following:

Joseph Accardo, Allstate Insurance Co. (6) Wendell Harkabus, Norton Horwitz, Thomas C. Lux, Sallie Mack, Nathaniel Stone and Joe Trivigno, Algirdas Auizius; Frank and Ruth Barbaro, John Bartl, Willie R. Beamon, Charles Bell, Florence D. Berger, Eleanor Biernacki, Robert Bills, Nora Birdson, Blaino Electric Service, James E. Bond, John Bourgeois, Gregory Braginsky, Burnside Steel Foundry Co., Michael H. Byrne; Carp Construction Co., Mary A. Carr, Uriah Carr, E. L. Carroll, Louis Castronovo, Jimmie and Lena Cearo, Chicago Park District, Central Security Insurance Co., Commonwealth Edison Co., John J. Coners, Mrs. Herman Cooper, Country Mutual and Lawrence Taormina, Edward Crudup, Paul J. Crylen for minor son, George H. Curry; Ruth M. David, Truman Davis, Rose Delaquita, Lillian Dimitroff, Frank A. DiVincenzo (White Hen Pantry), Estate of Cecelia Driscoll, Rose Dulock, Vivian M. Dunlap; Alfred Edwards, Harold Egelkraut, Emkay, Inc.; Harry E. Farrell, Louis J. Franchina, Prudence Fuchsmann, James J. Furlon; Seymour Gabiner, Eleanor Galligan, Franklin Gamwell, Aurelio C. Garcia, Heriberto Giron, Helmut Gotsch, John Grady, Vivian Gurnham; Theodore Hardaway, Raymond Hoevel; Illinois Slag and Ballast Co., Dominick N. Ivancich; John Jacobsen & Co., Donald Jens, Eddie W. Jones; Earnest Kajita, P. Kargman and Co., Kelly Ann Enterprises, Inc., Rodney Kinney, Marjorie J. Kostrzewa, Kraml Dairy; The Lesser Agency and Walter Mintz, Joseph H. Levee, William E. Loring, Deborah London, Amanda Lork, William A. Love, Raymond J. Lozano, Estate of Edward J. Lubejko; Maron Electric Co., Zoraida R. Marrero, Julia C. Mathis, Louis Matusiak, Mrs. Many Mayes, Glenn G. McKnight, Mrs. John J. Mitchell, Monarch Disposal Co., John P. Morgan, Raymond T. Moore Insurance and John Kozloskis, Jay Sherwin Morris, Viola L. Murphy; National Homes Construction Corp., Mary Nichols, Norman Machinery Co., The Ohio Casualty Group and Joseph Jannotta, William H. Orcutt, M.D., Mary Owczarski; William Parkinson, Minnie Paulik, John Pawela, Eugene David Pease, Edwin F. Phillips, Dr. Herbert Phillips, Peter Porzio, Preferred Risk Mutual and York Godley; Linda Quint; Maria B. Rolon, Elaine J. Rowan, Royal Globe Insurance and Martha S. Smith; Ruben Sanchez, Estate of George M. Schimmel, Zoltan Schrantz, Joseph F. Semerad III, Paul Shain, Sam S. Share, Alan B. Sherman, Susie Simpson, Mildred B. Smith, Paul D. Smith, Robert J. Smith, Ferd J. Stalder, Estate of Adam Stalec, State Farm Insurance Co. (3) John L. Aikin, Beatrice Kemp and Roy Roto, Jerome L. Stoker, Lillie Sutherlin; Nick Tallerico, Fred Thornton; Carlo A. Verdone, Nari Visessook, Guy Vitti, Agent and Bonnie Ziccarelli; Bruce Walker, Charles Webster, David Weismann, Clarence E. Westphal, Wieland M and M Sales, Inc., Joseph Williams, L. A. Wilson, John Wiskup, Norma M. Wright; Marie Jajac, Executrix, Mary K. Zielinski.

### *Referred*—BIDS FOR PURCHASE OF CITY-OWNED PROPERTY AT N.W. CORNER S. INDIANA AV. AND E. 14TH ST., AND NO. 2049 W. WASHINGTON BLVD.

The City Clerk transmitted four communications from Otto H. Loser, City Comptroller under dates of

February 10, 13, 16 and March 2, 1970, reading as follows:

> "Transmitted herewith, three sealed bids received in this office in response to advertisement for sale of City-owned property at N. W. Cor. S. Indiana Ave. and E. 14th St, Chicago, Ill., authorized by ordinance passed on January 5, 1970, pages 7385-7386, Council Journal".
>
> "Transmitted herewith, two sealed bids received in this office in response to advertisement for sale of City-owned property at N. W. Cor. S. Indiana Ave. and E. 14th St., also property at No. 2049 W. Washington Blvd., authorized by ordinance passed on January 5, 1970, pages 7385-7386, Council Journal".

On motion of Alderman Keane the bids submitted with the foregoing communications were ordered opened and read and were then *Referred to the Committee on Finance.* The following is a summary of said bids:

*N. W. Cor. S. Indiana Av. and E. 14th St.*

Bidder: Hamilton Industries, Inc., 1304 S. Indiana Avenue, Chicago, Illinois; amount bid $110,000.00; deposit $11,000.00 (certified check);

Bidder: Paul L. Wolf, 707 Red Oak Lane, Highland Park, Illinois; amount bid $89,000.00; deposit $8,900.00 (cashier's check);

Bidder: Louis A. Green, 7141 W. Niles, Niles, Illinois; amount bid $45,000.00; deposit $4,500.00 (cashier's check);

Bidder: Jack L. Westheimer, 1331 S. Michigan Avenue, Chicago, Illinois, 60605; amount bid $42,334.00; deposit $4,300.00 (certified check);

*No. 2049 W. Washington Blvd.*

Bidder: Presbyterian-St. Luke's Hospital, 1753 W. Congress Parkway, Chicago, Illinois; amount bid $56,000.00; deposit $5,600.00 (certified check).

### *Recommendation of Commission on Chicago Historical and Architectural Landmarks that Old Chicago Stock Exchange Bldg. be Designated as "Chicago Landmark".*

Also two communications from Samuel A. Lichtmann, Chairman, Commission on Chicago Historical and Architectural Landmarks, addressed to the City Clerk under dates of March 2 and 23, 1970, transmitting the recommendation, transcript of public hearings and various exhibits, containing the Commission's recommendation that the Old Chicago Stock Exchange Building, No. 30 N. La Salle Street, be designated by ordinance as a "Chicago Landmark", which was *Referred to the Committee on Cultural and Economic Development.*

### *Proposed Franchise Agreements to Authorize Specified Firms to Operate Community Antenna Television Systems within City.*

Also communications from two firms addressed to the City Clerk transmitting proposals for franchise agreements to operate Community Antenna Television Systems within the City of Chicago, which were *Referred to the Committee on Finance,* as follows:

Planned Development Cablevision;

Edgewater Beach Development, Inc.

### *Settlements of Suits with Entries of Judgments against City.*

Also reports from the Corporation Counsel addressed to the City Council under dates of March 2, 1970 (signed by Brian N. Kilgallon, Assistant Corporation Counsel) as to suits against the City of Chicago in which settlements were made and judgments entered.—*Referred to the Committee on Finance.*

### *Proposed Ordinance to Amend Regulations Governing Application for Public Chauffeur's License to Lower Age Requirement to Eighteen Instead of Twenty-One Years.*

Also a communication from Robert E. Samuels, President, Yellow Cab Company, addressed to the City Clerk under date of March 19, 1970, transmitting a proposed amendment to Section 28.1-3 of the Municipal Code governing application for Public Chauffeur's License, to lower the age requirement to eighteen instead of twenty-one, which was *Referred to the Committee on Local Transportation.*

### *Proposed Ordinance to Amend Regulations to Permit Permanent Street Cleaning Signs in Model Cities Areas.*

Also a communication from James J. McDonough, Commissioner, Department of Streets and Sanitation, addressed to the City Clerk under date of March 18, 1970, transmitting a proposed amendment to Sections 27-308 (a) and (b) of the Municipal Code, to permit the erection of permanent street cleaning signs for use in Model Cities areas, which was *Referred to the Committee on Traffic and Public Safety.*

### *Rescinding of Grant of Privilege to Best Brewing Corp.*

Also a communication from Otto H. Loser, City Comptroller, addressed to the Mayor and the City Council under date of March 16, 1970, transmitting a proposed ordinance to repeal the ordinance passed by the City Council on December 1, 1952, granting permission and authority to Best Brewing Corporation, to maintain and use a switch track connecting with the tracks of the Chicago, Milwaukee, St. Paul and Pacific Railroad north of the north line of W. Barry Avenue and along and across the north-south public alley and on and across W. Fletcher Street (switch track removed).—*Referred to the Committee on Finance.*

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### *Referred*—PROPOSED ORDINANCES RECOMMENDED BY BOARD OF LOCAL IMPROVEMENTS FOR *Repeal* OF CERTAIN IMPROVEMENT ORDINANCES.

The City Clerk transmitted two communications from Virgil A. Berg, Secretary of the Board of Local Improvements, addressed to him under dates of March 6 and 19, 1970, transmitting two proposed ordinances recommended by the Board for *repeal* of the improvement ordinances passed on the dates noted below, which were *Referred to the Committee on Local Industries, Streets and Alleys,* as follows:

> Constructing ten inch tile pipe sewer with two new concrete manholes and three new concrete catchbasins complete and for grading and paving with eight inches of Portland Cement Concrete and

otherwise improving the roadways of the alleys between W. Strong Street, W. Gunnison Street, N. Mobile Avenue and N. Mulligan Avenue; also that part of the east-west alley from a line parallel with and nineteen feet west of the east line of N. Mulligan Avenue to the east line of N. Mulligan Avenue (repeals ordinance passed on April 25, 1969);

Constructing ten inch tile pipe sewer with five new concrete manholes and two new concrete catchbasins complete and for grading and paving with eight inches of Portland Cement Concrete and otherwise improving the roadway of the alley between E. 79th Street, E. 80th Street, S. Dante Avenue and S. Dorchester Avenue (repeals ordinance passed on April 9, 1969).

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### *Referred*—Proposed Ordinances Recommended by Board of Local Improvements for Street and Alley Improvements.

The City Clerk transmitted the following communications addressed to him under dates of February 27, March 16 and 19, 1970 (signed by Virgil A. Berg, Secretary of the Board of Local Improvements), which were, together with the proposed ordinances transmitted therewith, *Referred to the Committee on Local Industries, Streets and Alleys:*

"Submitted herewith are five (5) improvement ordinances for presentation to the City Council at its next regular meeting, March 25, 1970:

"As provided in the Local Improvement Act, the Board has held public hearings on said improvements with reference to the extent, nature, kind, character and estimated cost thereof and recommends passage of said ordinances.

Ward 18—Grading and paving alley between W. 82nd Street, W. 82nd Place, west right-of-way line of Grand Trunk R.R. and S. Lawndale Avenue;

Ward 23—Grading and paving alleys between W. 54th Street, W. Archer Avenue, S. Newcastle Avenue and S. New England Avenue, etc.;

Ward 23—Grading and paving alleys between W. 54th Street, W. Archer Avenue, S. Normandy Avenue and S. Rutherford Avenue;

Ward 45—Grading and paving alleys between W. Sunnyside Avenue, W. Montrose Avenue, N. Mobile Avenue and N. Mulligan Avenue;

Ward 45—Grading and paving alley between W. Foster Avenue, W. Carmen Avenue, N. Lotus Avenue and N. Lovejoy Avenue".

"Submitted herewith are eight (8) improvement ordinances for presentation to the City Council at its next regular meeting, March 25, 1970:

"As provided in the Local Improvement Act, the Board has held public hearings on said improvements with reference to the extent, nature, kind, character and estimated cost thereof and recommends passage of said ordinances.

Ward 8—Grading and paving alleys between E. 79th Street, E. 80th Street, S. Prairie Avenue and S. Indiana Avenue, etc.;

Ward 8—Grading and paving alleys between E. 85th Place, E. 86th Street, S. East End Avenue and S. Stony Island Avenue, etc.;

Ward 18—Grading and paving alleys between W. 86th Street, W. 87th Street, S. Pulaski Road and S. Komensky Avenue;

Ward 23—Grading, paving and improving a system of streets as follows:

S. Lorel Avenue from the south line of W. 54th Street to a line parallel with and twelve (12) feet south of the north line of W. 55th Street, etc.

(S. Lorel Avenue System)

Ward 23—Grading and paving alleys between W. 53rd Street, S. Archer Avenue, S. Massasoit Avenue and S. Menard Avenue;

Ward 23—Grading and paving alleys between W. 58th Street, W. 59th Street, S. Mason Avenue and S. Austin Avenue;

Ward 23—Grading and paving alley between W. 53rd Street, W. 54th Street, S. Natchez Avenue and S. Neenah Avenue;

Ward 23—Grading and paving alley between W. 51st Street, W. 52nd Street, S. Major Avenue and S. Massasoit Avenue".

"Submitted herewith are two (2) improvement ordinances for presentation to the City Council at its next regular meeting, March 25, 1970:

"As provided in the Local Improvement Act, the Board has held public hearings on said improvements with reference to the extent, nature, kind, character and estimated cost thereof and recommends passage of said ordinances.

Ward 8—Grading and paving alley between E. 79th Street, E. 80th Street, S. Ellis Avenue and S. Ingleside Avenue;

Ward 19—Grading, paving and improving S. Trumbull Avenue from the south line of W. 103rd Street to the north line of W. 104th Street".

"Submitted herewith are two (2) improvement ordinances for presentation to the City Council at its next regular meeting, March 25, 1970:

"As provided in the Local Improvement Act, the Board has held public hearings on said improvements with reference to the extent, nature, kind, character and estimated cost thereof and recommends passage of said ordinances.

Ward 21—Grading and paving alley between W. 116th Street, W. 117th Street, S. May Street and S. Racine Avenue;

Ward 21—Grading and paving alley between W. 79th Street, W. 80th Street, S. Perry Avenue and S. LaSalle Street".

"Submitted herewith are seven (7) improvement ordinances for presentation to the City Council at its next regular meeting, March 25, 1970:

"As provided in the Local Improvement Act, the Board has held public hearings on said improvements with reference to the extent, nature, kind, character and estimated cost thereof and recommends passage of said ordinances.

Ward 10—Grading and paving alley between E. 111th Street, E. 112th Street, S. Ewing Avenue and S. Avenue "L";

Ward 21—Grading and paving alley between W. 91st Street, W. 92nd Street, S. Wallace Street and S. Lowe Avenue, etc.;

Ward 38—Grading and paving alleys between W. Addison Street, W. Cornelia Avenue, West line of Chicago, Milwaukee, St. Paul and Pacific R.R. R.O.W. and N. Natoma Avenue;

Ward 38—Grading and paving alleys between W. Irving Park Road, W. Byron Street, N. Pioneer Avenue and N. Pittsburgh Avenue;

Ward 38—Grading and paving alleys between W. Irving Park Road, W. Byron Street, N. Plainfield Avenue and N. Pontiac Avenue;

Ward 41—Grading and paving alley between W. Birchwood Avenue, W. Jarvis Avenue, N. Oleander Avenue and N. Oriole Avenue;

Ward 50—Grading, paving and improving N. ARTESIAN AVENUE from the north line of W. Glenlake Avenue to the north line of W. Peterson Avenue".

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## *Referred*—RECOMMENDATION, ESTIMATE AND PROPOSED ORDINANCE FOR CONSTRUCTING SEWERS IN E. 117TH STREET SEWER SYSTEM.

The City Clerk transmitted the following recommendation, estimate and proposed ordinance submitted by the Board of Local Improvements under date of February 6, 1970, which was *Referred to the Committee on Finance:*

### RECOMMENDATION, ESTIMATE AND ORDINANCE.

### RECOMMENDATION BY BOARD OF LOCAL IMPROVEMENTS.

*To the Mayor and Aldermen of the City of Chicago, in City Council Assembled:*

We hereby submit an ordinance for constructing sewers with concrete manholes and concrete catchbasins in a System of Streets as follows:

### E. 117TH STREET SEWER SYSTEM

A twenty-one (21) inch and an eighteen (18) inch vitrified tile pipe sewer with necessary manholes and catchbasins to be constructed in S. Avenue N from and connecting with the existing manhole in E. 116th Street, thirty-three (33) feet north of the south line of E. 116th Street and twenty-eight (28) feet east of the west line of S. Avenue N to and connecting with the proposed manhole to be constructed in E. 117th Street twenty-eight (28) feet south of the north line of E. 117th Street and thirty-three (33) feet east of the west line of S. Avenue N;

A twenty-one (21) inch and an eighteen (18) inch vitrified tile pipe sewer with necessary manholes and catchbasins to be constructed in S. Avenue M from and connecting with the existing manhole in E. 116th Street, thirty-three (33) feet north of the south line of E. 116th Street and twenty-eight (28) feet east of the west line of S. Avenue M to and connecting with the proposed manhole to be constructed in E. 117th Street, twenty-eight (28) feet south of the north line of E. 117th Street and thirty-three (33) feet east of the west line of S. Avenue M;

A twenty-one (21) inch and an eighteen (18) inch vitrified tile pipe sewer with necessary manholes and catchbasins to be constructed in S. Avenue L from and connecting with the existing manhole in E. 116th Street, thirty-three (33) feet north of the south line of E. 116th Street and twenty-eight (28) feet east of the west line of S. Avenue L to and connecting with the proposed manhole to be constructed in E. 117th Street, twenty-eight (28) feet south of the north line of E. 117th Street, twenty-eight (28) feet south of the north line of E. 117th Street and thirty-three (33) feet east of the west line of S. Avenue L;

A twenty-one (21) inch and an eighteen (18) inch vitrified tile pipe sewer with necessary manholes and catchbasins to be constructed in S. Ewing Avenue, from and connecting with the existing manhole in E. 116th Street, thirty-three (33) feet north of the south line of E. 116th Street and twenty-eight (28) feet east of the west line of S. Ewing Avenue to and connecting with the proposed manhole to be constructed in E. 117th Street, twenty-eight (28) feet south of the north line of E. 117th Street and forty (40) feet east of the west line of S. Ewing Avenue;

A twenty-one (21) inch and an eighteen (18) inch vitrified tile pipe sewer with necessary manholes and catchbasins to be constructed in S. Avenue J from and connecting with the existing manhole in E. 116th Street, thirty-three (33) feet north of the south line of E. 116th Street and twenty-eight (28) feet east of the west line of S. Avenue J to and connecting with the proposed manhole to be constructed in E. 117th Street, twenty-eight (28) feet south of the north line of E. 117th Street and thirty-three (33) feet east of the west line of S. Avenue J;

A twenty-one (21) inch and an eighteen (18) inch vitrified tile pipe sewer with necessary manholes and catchbasins to be constructed in S. Avenue H from and connecting with the existing manhole in E. 116th Street, thirty-three (33) feet north of the south line of E. 116th Street and twenty-eight (28) feet east of the west line of S. Avenue H to and connecting with the proposed manhole to be constructed in E. 117th Street, twenty-eight (28) feet south of the north line of E. 117th Street and thirty-three (33) feet east of the west line of S. Avenue H;

A twenty-one (21) inch and an eighteen (18) inch vitrified tile pipe sewer with necessary manholes and catchbasins to be constructed in S. Avenue G from and connecting with the existing manhole in E. 116th Street, thirty-three (33) feet north of the south line of E. 116th Street and twenty-eight (28) feet east of the west line of S. Avenue G to and connecting with the proposed manhole to be constructed in E. 117th Street twenty-eight (28) feet south of the north line of E. 117th Street and thirty-three (33) feet east of the west line of S. Avenue G;

A twelve (12) inch vitrified tile pipe wing sewer with necessary manholes and catchbasins to be constructed in E. 117th Street, from and connecting with the proposed manhole to be constructed in S. Avenue N, twenty-eight (28) feet south of the north line of E. 117th Street and thirty-three (33) feet east of the west line of S. Avenue N to and connecting with the proposed manholes to be constructed in the center line of E. 117th Street, one hundred ninety (190) feet west of the west line of S. Avenue N and fifty (50) feet east of the east line of S. Avenue N;

A twelve (12) inch vitrified tile pipe wing sewer with necessary manholes and catchbasins to be constructed in E. 117th Street, from and connecting with the proposed manhole to be constructed in S. Avenue M, twenty-eight (28) feet south of the north line of E. 117th Street and thirty-three (33) feet east of the west line of S. Avenue M to and connecting with the proposed manhole to be constructed in the center line of E. 117th Street fifty (50) feet west of the west line of S. Avenue M;

A twelve (12) inch vitrified tile pipe sewer with necessary manholes and catchbasins to be constructed in E. 117th Street from and connecting with the proposed manhole to be constructed in S. Avenue L, twenty-eight (28) feet south of the north line of E. 117th Street and thirty-three (33) feet east of the west line of S. Avenue L to and connecting with the proposed manhole to be constructed in the center line of E. 117th Street, fifty (50) feet west of the west line of S. Avenue L and fifty (50) feet east of the east line of S. Avenue L;

A twelve (12) inch vitrified tile pipe sewer with necessary manholes and catchbasins to be constructed in E. 117th Street from and connecting with the proposed manhole to be constructed in S. Ewing Avenue, twenty-eight (28) feet south of the north line of E. 117th Street and forty (40) feet west of the east line of S. Ewing Avenue to and connecting with the proposed manhole to be constructed in the center line of E. 117th Street, fifty (50) feet west of the west line of S. Ewing Avenue and forty-five (45) feet east of the east line of S. Ewing Avenue;

A twelve (12) inch vitrified tile pipe sewer with necessary manholes and catchbasins to be constructed in E. 117th Street from and connecting with the proposed manhole to be constructed in S. Avenue J, twenty-eight (28) feet south of the north line of E. 117th Street and thirty-three (33) feet east of the west line of S. Avenue J, to and connecting with the proposed manhole to be constructed in the center line of E. 117th Street, fifty (50) feet west of the west line of S. Avenue J and one hundred ten (110) feet east of the east line of S. Avenue J;

A twelve (12) inch vitrified tile pipe sewer with necessary manholes and catchbasins to be constructed in E. 117th Street, from and connecting with the proposed manhole to be constructed in S. Avenue H, twenty-eight (28) feet south of the north line of E. 117th Street and thirty-three (33) feet east of the west line of S. Avenue H, to and connecting with the proposed manhole to be constructed in the center line of E. 117th Street, fifty (50) feet east of the east line of S. Avenue H;

A twelve (12) inch vitrified tile pipe sewer with necessary manholes and catchbasins to be constructed in E. 117th Street, from and connecting with the proposed manhole to be constructed in S. Avenue G, twenty-eight (28) feet south of the north line of E. 117th Street and thirty-three (33) feet east of the west line of S. Avenue G, to and connecting with the proposed manhole to be constructed in the center line of E. 117th Street, fifty (50) feet west of the west line of S. Avenue G and twenty-five (25) feet east of the east line of S. Avenue G;

in the City of Chicago, County of Cook and State of Illinois; together with an estimate of the cost of said improvement and the lawful expenses attending the same, and recommend the passage of said ordinance, and the making of the improvement contemplated therein.

Respectfully submitted,

(Signed) JOHN E. MCNULTY
(Signed) DAVID S. CHESROW
(Signed) RICHARD J. TROY
(Signed) VIRGIL A. BERG
Board of Local Improvements of the City of Chicago

Dated: Chicago, February 6, A.D. 1970.

### ESTIMATE OF ENGINEER.

*To the Board of Local Improvements of the City of Chicago, and to the Mayor and Aldermen of the City of Chicago, in City Council Assembled:*

The Board of Local Improvements of the City of Chicago, having adopted a resolution that sewers with concrete manholes and concrete catchbasins in a System of Streets as follows:

### E. 117TH STREET SEWER SYSTEM

A twenty-one (21) inch and an eighteen (18) inch vitrified tile pipe sewer with necessary manholes and catchbasins to be constructed in S. Avenue N from and connecting with the existing manhole in E. 116th Street, thirty-three (33) feet north of the south line of E. 116th Street and twenty-eight (28) feet east of the west line of S. Avenue N to and connecting with the proposed manhole to be constructed in E. 117th Street twenty-eight (28) feet south of the north line of E. 117th Street and thirty-three (33) feet east of the west line of S. Avenue N;

A twenty-one (21) inch and an eighteen (18) inch vitrified tile pipe sewer with necessary manholes and catchbasins to be constructed in S. Avenue M from and connecting with the existing manhole in E. 116th Street, thirty-three (33) feet north of the south line of E. 116th Street and twenty-eight (28) feet east of the west line of S. Avenue M to and connecting with the proposed manhole to be constructed in E. 117th Street, twenty-eight (28) feet south of the north line of E. 117th Street and thirty-three (33) feet east of the west line of S. Avenue M;

A twenty-one (21) inch and an eighteen (18) inch vitrified tile pipe sewer with necessary manholes and catchbasins to be constructed in S. Avenue L from and connecting with the existing manhole in E. 116th Street, thirty-three (33) feet north of the south line of E. 116th Street and twenty-eight (28) feet east of the west line of S. Avenue L to and connecting with the proposed manhole to be constructed in E. 117th Street, twenty-eight (28) feet south of the north line of E. 117th Street, twenty-eight (28) feet south of the north line of E. 117th Street and thirty-three (33) feet east of the west line of S. Avenue L;

A twenty-one (21) inch and an eighteen (18) inch vitrified tile pipe sewer with necessary manholes and catchbasins to be constructed in S. Ewing Avenue, from and connecting with the existing manhole in E. 116th Street, thirty-three (33) feet north of the south line of E. 116th Street and twenty-eight (28) feet east of the west line of S. Ewing Avenue to and connecting with the proposed manhole to be constructed in E. 117th Street, twenty-eight (28) feet south of the north line of E. 117th Street and forty (40) feet east of the west line of S. Ewing Avenue;

A twenty-one (21) inch and an eighteen (18) inch vitrified tile pipe sewer with necessary manholes and catchbasins to be constructed in S. Avenue J from and connecting with the existing manhole in E. 116th Street, thirty-three (33) feet north of the south line of E. 116th Street and twenty-eight (28) feet east of the west line of S. Avenue J to and connecting with the proposed manhole to be constructed in E. 117th Street, twenty-eight (28) feet south of the north line of E. 117th Street and thirty-three (33) feet east of the west line of S. Avenue J;

A twenty-one (21) inch and an eighteen (18) inch vitrified tile pipe sewer with necessary manholes and catchbasins to be constructed in S. Avenue H from and connecting with the existing manhole in E. 116th Street, thirty-three (33) feet north of the south line of E. 116th Street and twenty-eight (28) feet east of the west line of S. Avenue H to and connecting with the proposed manhole to be constructed in E. 117th Street, twenty-eight (28) feet south of the north line of E. 117th Street and thirty-three (33) feet east of the west line of S. Avenue H;

A twenty-one (21) inch and an eighteen (18) inch vitrified tile pipe sewer with necessary manholes and catchbasins to be constructed in S. Avenue G from and connecting with the existing manhole in E. 116th Street, thirty-three (33) feet north of the south line of E. 116th Street and twenty-eight (28) feet east of the west line of S. Avenue G to and connecting with the proposed manhole to be constructed in E. 117th Street twenty-eight (28) feet south of the north line of E. 117th Street and thirty-three (33) feet east of the west line of S. Avenue G;

A twelve (12) inch vitrified tile pipe wing sewer with necessary manholes and catchbasins to be constructed in E. 117th Street, from and connecting with the proposed manhole to be constructed in S. Avenue N, twenty-eight (28) feet south of the north line of E. 117th Street and thirty-three (33) feet east of the west line of S. Avenue N to and connecting with the proposed manholes to be constructed in the center line of E. 117th Street, one hundred ninety (190) feet west of the west line of S. Avenue N and fifty (50) feet east of the east line of S. Avenue N;

A twelve (12) inch vitrified tile pipe wing sewer with necessary manholes and catchbasins to be constructed in E. 117th Street, from and connecting with the proposed manhole to be constructed in S. Avenue M, twenty-eight (28) feet south of the north line of E. 117th Street and thirty-three (33) feet east of the west line of S. Avenue M to and connecting with the proposed manhole to be constructed in the center line of E. 117th Street fifty (50) feet west of the west line of S. Avenue M;

A twelve (12) inch vitrified tile pipe sewer with necessary manholes and catchbasins to be constructed in E. 117th Street from and connecting with the proposed manhole to be constructed in S. Avenue L, twenty-eight (28) feet south of the north line of E. 117th Street and thirty-three (33) feet east of the west line of S. Avenue L to and connecting with the proposed manhole to be constructed in the center line of E. 117th Street, fifty (50) feet west of the west line of S. Avenue L and fifty (50) feet east of the east line of S. Avenue L;

A twelve (12) inch vitrified tile pipe sewer with necessary manholes and catchbasins to be constructed in E. 117th Street from and connecting with the proposed manhole to be constructed in S. Ewing Avenue, twenty-eight (28) feet south of the north line of E. 117th Street and forty (40) feet west of the east line of S. Ewing Avenue to and connecting with the proposed manhole to be constructed in the center line of E. 117th Street, fifty (50) feet west of the west line of S. Ewing Avenue and forty-five (45) feet east of the east line of S. Ewing Avenue;

A twelve (12) inch vitrified tile pipe sewer with necessary manholes and catchbasins to be constructed in E. 117th Street from and connecting with the proposed manhole to be constructed in S. Avenue J, twenty-eight (28) feet south of the north line of E. 117th Street and thirty-three (33) feet east of the west line of S. Avenue J, to and connecting with the proposed manhole to be constructed in the center line of E. 117th Street, fifty (50) feet west of the west line of S. Avenue J and one hundred ten (110) feet east of the east line of S. Avenue J;

A twelve (12) inch vitrified tile pipe sewer with necessary manholes and catchbasins to be constructed in E. 117th Street, from and connecting with the proposed manhole to be constructed in S. Avenue H, twenty-eight (28) feet south of the north line of E. 117th Street and thirty-three (33) feet east of the west line of S. Avenue H, to and connecting with the proposed manhole to be constructed in the center line of E. 117th Street, fifty (50) feet east of the east line of S. Avenue H;

A twelve (12) inch vitrified tile pipe sewer with necessary manholes and catchbasins to be constructed in E. 117th Street, from and connecting with the proposed manhole to be constructed in S. Avenue G, twenty-eight (28) feet south of the north line of E. 117th Street and thirty-three (33) feet east of the west line of S. Avenue G, to and connecting with the proposed manhole to be constructed in the center line of E. 117th Street, fifty (50) feet west of the west line of S. Avenue G and twenty-five (25) feet east of the east line of S. Avenue G;

in the City of Chicago, County of Cook and State of Illinois, and presented to the City Council of the City of Chicago, a recommendation that such local improvement be made, I hereby submit an estimate of the cost of such improvement including labor and materials, viz:

| | | |
|---|---|---|
| 2,550 lineal feet 21″ Vit. Tile Pipe Sewer | @ $ 30.00 | $ 76,500.00 |
| 2,270 lineal feet 18″ Vit. Tile Pipe Sewer | @ 28.00 | 63,560.00 |
| 1,250 lineal feet 12″ Vit. Tile Pipe Sewer Including all slants necessary for house, catchbasin and street connections. | @ 18.00 | 22,500.00 |
| 66 Concrete Catchbasins and connections Complete .......... | @ 460.00 | 30,360.00 |
| 47 Concrete Manholes Complete .......... | @ 310.00 | 14,570.00 |
| Deficiency in interest on the assessment, cost of making, levying and collecting said assessment, and lawful expenses attending the making of said improvements ........... | | $ 10,374.50 |
| Total .......................... | | $217,864.50 |

And I hereby certify that in my opinion the above estimate does not exceed the probable cost of the above proposed improvement, and lawful expenses attending the same.

(Signed) HENRY CACHEL,
*Acting Engineer of the Board of Local Improvements.*

Dated: Chicago, February 6, A.D. 1970.

### AN ORDINANCE

For a standard tile pipe sewer with concrete manholes and concrete catchbasins in the street, as designated on "Estimate of Engineer".

Be It Ordained by the City Council of the City of Chicago:

*Section 1.* That a local improvement shall be made within the City of Chicago, County of Cook and State of Illinois, the nature, character, locality and description of which local improvement is as designated on "Estimate of Engineer" and shown on Plat Exhibit "A" which will show location of the various sizes of tile pipe sewers to be constructed in various streets, as well as elevations above and below Chicago City datum as established by the City Council of the City of Chicago; also the locations of the new concrete catchbasins and manholes and their elevations at their connections, established by the City Council of the City of Chicago. Exhibit "B" is attached describing the composition of various materials necessary for the completion of this improvement.

*Section 2.* That for the purpose of the improvement aforesaid, the following described territory within the City of Chicago, County of Cook and State of Illinois, is hereby created into and declared to be a drainage district, in accordance with Exhibit "C" attached hereto.

The owners and occupants of the lots, pieces, and parcels of land lying within said drainage district herein described shall at all times hereafter be entitled to the use and benefit of the sewer provided by this ordinance. Right, permission, privilege and authority are hereby given and granted to the present and future owners and occupants of the land lying within said above named drainage limits to open and connect all ditches, drains and sewers which now exist or which may be hereafter constructed within said district, into and with the said sewers herein in this ordinance specified, provided said work is done in accordance with the ordinances of the City of Chicago and the regulations of the Department of Water and Sewers.

*Section 3.* That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost hereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

*Section 4.* That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A. D. 1897, and the amendments thereto, and that of said special assessment the sum of Ten Thousand Three Hundred Seventy-Four and Fifty One-Hundredths Dollars ($10,374.50), not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

*Section 5.* That the aggregate amount herein ordered to be assessed against the property, and also the assessment one each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of six (6) per centum per annum according to law until paid.

*Section 6.* That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (excepting such part, if any, that is chargeable to the City of Chicago for public benefits to public lands), bonds shall be issued payable out of said installments bearing interest at the rate of six (6) per centum per annum, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provision of the Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A. D. 1897, and the amendments thereto.

*Section 7.* That the Corporation Counsel be and he is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

*Section 8.* That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

*Section 9.* This ordinance shall be in force from and after its passage.

[Exhibits "A", "B" and "C" omitted
for printing purposes.]

# REPORTS OF COMMITTEES.

**Committee reports were submitted as indicated below.** ***No request under the statute was made by any two aldermen present to defer any of said reports for final action thereon, to the next regular meeting of the Council, except where otherwise indicated.***

## COMMITTEE ON FINANCE.

### Approval Given to Mayor's Appointment of Richard L. Curry as Corporation Counsel.

The Committee on Finance submitted the following report:

CHICAGO, March 25, 1970.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred a communication dated February 25, 1970 from the Mayor transmitting a communication requesting Council approval for the appointment of Mr. Richard L. Curry as Corporation Counsel, having had the same under advisement, begs leave to report and recommend that Your Honorable Body approve the appointment of Mr. Richard L. Curry as Corporation Counsel.

This recommendation was concurred in by viva voce vote of the members of the committee.

Respectfully submitted,
(Signed) THOMAS E. KEANE,
*Chairman.*

On motion of Alderman Keane the Committee's recommendation was *Concurred In* and said appointment of Richard L. Curry was *Approved,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—39.

*Nays*—Alderman Despres—1.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

Alderman Keane next moved to take up for consideration, out of the regular order of business, the following ordinances which were deferred and ordered published on February 25, 1970, as noted on the respective page numbers shown:

### Plans and Specifications Approved for Construction of Motor Vehicle Parking Facility and Runway 4R-22L at Chicago-O'Hare International Airport.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published in the Journal of the Proceedings of February 25, 1970, pages 7933-7934, recommending that the City Council pass a proposed ordinance to authorize plans and specifications for construction of a Motor Vehicle Parking Facility and the construction of 4R-22L Runway including pertinent facilities therefor at Chicago-O'Hare International Airport.

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, Wigoda, Sperling—38.

*Nays*—None.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said ordinance as passed:

WHEREAS, It is necessary and essential and in the public interest that there be constructed at the Chicago-O'Hare International Airport, a Motor Vehicle Parking Facility and R4-22L Runway, including the pertinent facilities therefor; and

WHEREAS, In furtherance thereof, there has been presented to the City Council of the City of Chicago the plans and specifications for the construction of said Motor Vehicle Parking Facility and the construction of the 4R-22L Runway, including the pertinent facilities therefor, at the Chicago-O'Hare International Airport; and

WHEREAS, The City Council has examined said plans and specifications and has knowledge of the contents thereof; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the plans and specifications for the construction of a Motor Vehicle Parking Facility and the construction of a 4R-22L Runway, including the pertinent facilities therefor, at the Chicago-O'Hare International Airport be, and the same hereby are, approved and ordered placed on file with the City Clerk of the City of Chicago.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

### Authority Granted for Execution of Parking Facility Lease for Construction of Public Parking Facility Structure, Etc. at Chicago-O'Hare International Airport.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published in the Journal of the Proceedings of February 25, 1970, pages 7934-7939, recommending that the City Council pass a proposed ordinance to authorize the execution of a Parking Facility Lease for construction of a public parking facility structure and new runway 4R-22L and for the acquisition of land related thereto at Chicago-O'Hare International Airport.

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, Wigoda—38.

*Nays*—None.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The Mayor is authorized to execute and the City Clerk to attest and affix the seal of the City of Chicago to leases to provide for a Parking Facility at Chicago-O'Hare International Airport, which leases provide for the construction of a public parking facility structure, the construction of a new runway 4R-22L and for the acquisition of land related thereto. Said leases are to be executed with Air Canada, Allegheny Airlines, Inc., American Airlines, Inc., Braniff Airways, Inc., Continental Air Lines, Inc., Delta Air Lines, Inc., Eastern Airlines, Inc., North Central Airlines, Inc., Northwest Orient Airlines, Inc., Ozark Air Lines, Inc., Pan American World Airways, Inc., Trans World Airlines, Inc. and United Air Lines, Inc., after approval by the Comptroller and by the Corporation Counsel as to form and legality, such leases to be in the following form:

PARKING FACILITY LEASE

This Lease made and entered into as of the 1st day of March, 1970, by and between the City of Chicago, a municipal corporation of the State of Illinois (hereinafter referred to as "City"), and ———————————— (hereinafter collectively referred to as "Lessees" and individually as "Lessee"),

WITNESSETH:

WHEREAS, City owns and operates an airport known as "Chicago-O'Hare International Airport", a plat of said Airport being attached as Exhibit "A" to this Lease, situated in the Counties of Cook and DuPage, in the State of Illinois (hereinafter together with any additions thereto, enlargements or subtractions thereof whether or not made with corporate funds of the City, Government grants-in-aid, or Approved Revenue Bonds, as such term is hereinafter defined, or any other funds of any nature whatsoever referred to as the "Airport"); and

WHEREAS, Each Lessee is engaged in the business of air transportation and recognizing the benefits and efficiencies to be given in the operation of an adequate motor vehicle parking facility at the Airport, and an additional 4R-22L Runway, including land acquisition therefor (all to be an integral part of the airport facilities of said Airport), desires to provide by lease, income for such additions and facilities of said Airport that may be required for the issue of additional Revenue Bonds pursuant to Section 2.16 of the Revenue Bond Ordinance hereinafter defined to pay the cost thereof; and

WHEREAS, City is willing to lease the motor vehicle parking facilities for a rental which is intended to produce the income necessary for the issuance of additional Revenue Bonds pursuant to Section 2.16 of the Revenue Bond Ordinance upon the terms and conditions hereinafter provided;

*Now, Therefore,* and in consideration of the premises (which are incorporated into the body of this Lease as fully as if they were set forth herein) and of the mutual covenants and agreements herein contained, and other valuable considerations, the Parties hereto covenant and agree as follows:

ARTICLE I.

*Section 1.01. Lease of Premises.* City does hereby lease to Lessees and Lessees do hereby lease from City the premises at the Airport (hereinafter referred to as the "demised premises") and designated as "Motor Vehicle Parking Facilities" on Exhibit (B) attached hereto and made a part hereof upon the terms and conditions hereinafter set forth.

*Section 1.02. Construction of Facility.* City shall cause a facility for parking of motor vehicles (hereinafter referred to as the "Motor Vehicle Parking Facility") to be constructed on the demised premises in accordance with plans and specifications heretofore approved by the City Council and on file in the office of the City Clerk of the City of Chicago. City shall also cause to be constructed a 4R-22L Runway at the Airport, including appurtenant facilities, the location of which is set forth on the plat being attached hereto as Exhibit (C) and made a part hereof, in accordance with plans and specifications therefor heretofore approved by the City Council of the City of Chicago and on file in the office of the City Clerk of the City of Chicago.

*Section 1.03. Use of Runway.* Runway 4R-22L and appurtenant facilities shall, when constructed, be used and operated in accordance with the provisions of the Airport Use Agreement entered into by and between the Airlines and the City of Chicago, dated the 1st day of January, 1959.

*Section 1.04. Operation of Premises.* Lessees shall at all times operate or cause to be operated the demised premises in a manner consistent with that of a reasonably prudent operator of a large-scale airport motor vehicle parking facility, and Lessees hereby appoint the City as its agent for such purpose, and City hereby accepts such appointment and agrees to operate the demised premises as herein provided. City reserves the right to designate a concessionaire to operate the demised premises and to fix the terms and conditions governing concessionaire's agreement to operate said demised premises, provided that such agreement shall (i) be in writing, (ii) shall provide that the concessionaire will pay to City the revenues derived from the operation of such premises less any and all approved expenses and compensation to be paid concessionaire as described in an Operating Agreement, which agreement shall be approved by the Airline's Representative and the City Council.

*Section 1.05. Taxes.* Any and all taxes, including leasehold or other property or use taxes, if any, levied or assessed against the demised premises or against Lessees', concessionaires', or other occupants' interests in the demised premises created hereby shall be paid from the gross revenue derived from the operation of the premises, and only the Revenue after such payments shall be credited against Lessees' rentals as provided by Section 3.02 hereof.

ARTICLE II.

*Term.*

*Section 2.01.* The term of this Lease shall commence on the date hereof and shall terminate the earlier of (i) January 1, 1999, or (ii) the date on which no Approved Revenue Bonds shall be outstanding.

ARTICLE III.

*Rental.*

*Section 3.01. Annual Rents.* Subject to the provisions of Section 3.02 hereof each Lessee shall pay to City commencing the 31st day of December, 1973 (being the last day of the first full fiscal year next following the date of completion, as estimated by the Consulting Engineer), and on the 31st day of December of each year thereafter an annual rental for the then current fiscal year in the amount set forth opposite its name in the following schedule:

| *Name of Lessee* | *Annual Rental* |
|---|---|
| Air Canada | $ 28,537 |
| Allegheny | 16,929 |
| American Airlines | 1,002,204 |
| Braniff | 133,982 |
| Continental | 143,656 |
| Delta | 327,941 |
| Eastern Airlines | 237,975 |
| North Central | 159,134 |
| Northwest | 497,716 |
| Ozark | 115,602 |
| Pan American | 19,347 |
| Trans World Airlines | 705,219 |
| United Airlines | 1,448,649 |
| 13 | $4,836,891 |

The annual rental obligation of each Lessee, as set forth in the foregoing schedule, shall be the separate and independent obligation of such Lessee, and no Lessee shall have any joint liability or responsibility with respect to the rental obligation of any other Lessee.

City and Lessee agree that so long as any Approved Revenue Bonds are outstanding, as hereinafter defined, the annual rentals provided for in the foregoing schedule shall not be reduced.

*Section 3.02. Credit Against Annual Rents.* (a) The annual Revenue (after making the deductions specified in Section 1.05 and after deducting the cost of operation as provided in the Operating Agreement) derived by City during each fiscal year from the operation of the demised premises shall be credited against the rental payments due from Lessees for each fiscal year, pursuant to Section 3.01 hereof. Each of the Lessees shall be entitled to share pro rata in all such credits in the same ratio as its annual rental payments bear to the total annual rental payments due from all Lessess pursuant to Section 3.01 hereof. All Revenue derived by City after the deductions herein provided shall be deposited by City in the "Chicago-O'Hare International Airport Revenue Fund" created by Section 5.02 of the Revenue Bond Ordinance.

(b) The rental payments by Lessees as provided by Section 3.01 shall be payable by Lessees commencing on the dates for the respective periods herein provided for regardless of the date on which the demised premises referred to in this Lease or the Motor Vehicle Parking Facility to be constructed thereon shall be available for use and occupancy.

(c) On or before the 15th day of December, 1973, and on the 15th day of December of each year thereafter, the City Comptroller shall notify each Lessee of its estimated pro rata portion of the net annual rentals for the current fiscal year, if any, to be paid on the 31st day of the same month after giving effect to any credit due pursuant to paragraph (a) above. The final balance due from each Lessee, if any, as determined by the City Comptroller, shall be paid by each Lessee within fifteen days after notification by the City. Lessee shall make rental payments, if any, at the office of the City Comptroller. Any rental payable by any Lessee hereunder which is not paid when due shall bear interest at the rate of seven percent (7%) per annum from the due date thereof until paid.

*Section 3.03. Utilities.* City shall supply adequate heat, water and sewage facilities for the demised premises, which shall be charged as an expense of operation of the demised premises. The City shall also keep in good condition and repair all roadways, water, land, sewer lines, drainage ditches and equipment now or hereafter provided by City which serve the demised premises but which are located outside the demised premises.

*Section 3.04. Removal of Concessionaire.* In the event any concessionaire, selected by City for the purpose of operating the demised premises or any part thereof, shall not operate such concession in a satisfactory and efficient manner, City shall upon request of Airline's Representative use its best efforts to correct such situation and if so requested select another concessionaire, provided that the City has authority so to do under the terms of the applicable Operating Agreement.

### ARTICLE IV.

### *Parking Fees.*

*Section 4.01. Amount of Parking Fees.* City agrees to charge or cause to be charged for all public and private parking reasonable fees commensurate with the services provided upon the demised premises which are intended to produce (for each annual period of operations) Revenue not less than the total rental payments calculated in accordance with the schedule set forth in Section 3.01 of all Lessees for each fiscal period.

*Section 4.02. Preliminary Statement.* Not less than forty-five (45) days prior to commencement of operation of the Motor Vehicle Parking Facility to be constructed on the demised premises, and not less than forty-five (45) days prior to the commencement of each full fiscal year thereafter, the Budget Director of the City shall provide or cause to be provided a statement to the Airline's Representative covering the first and subsequent period of operation. The statement shall set forth in reasonable detail for each such period (i) the estimated number of motor vehicles that will park upon the demised premises, (ii) the schedule of fees (broken into hourly, daily, monthly and other rates, if any) which City proposes to charge for the parking of motor vehicles, (iii) an estimate of the gross revenues to be derived from operation of the demised premises, and (iv) the estimated costs of operating, maintaining and repairing the demised premises. Within twenty-five (25) days after the receipt of said preliminary statement the Airline's Representative may file written objections thereto with the Budget Director of the City, and if such written objections are filed the Director shall promptly reconsider such statement and such other matters as may be objected to by Airline's Representative and make those changes, if any, which the Director deems desirable in the light of such objections.

For each full fiscal year after the Motor Vehicle Parking Facility has been placed in operation the Budget Director of the City shall include the operation and maintenance expenses of the Motor Vehicle Parking Facility to be paid by the City in the budget required to be prepared, all in accordance with the provisions of Section 7.04 of the Revenue Bond Ordinance.

### ARTICLE V.

### *Construction Accounts and Maintenance.*

*Section 5.01. Construction Accounts.* There are on file in the office of the City Clerk plans and specifications for the Motor Vehicle Parking Facility to be constructed by the City on the demised premises and for the 4R-22L Runway and appurtenant facilities to be constructed by the City at the Airport and an estimate of the cost for each facility, including land acquisition costs for said Runway, all of which have been approved by the City Council and the Lessees. Out of the proceeds derived from the sale of Approved Revenue Bonds issued for the purpose of paying the cost of constructing said Motor Vehicle Parking Facility and said 4R-22L Runway and appurtenant facilities, the City will deposit with the Depositary in a separate Construction Account for the Motor Vehicle Parking Facility an amount equal to 72.5888 per cent of the proceeds derived from the sale of said Bonds which shall be available for the payment of the cost of construction of such parking facility, and will deposit with the Depositary in a separate Construction Account for the 4R-22L Runway including land acquisition costs and appurtenant facilities an amount equal to 27.4112 per cent of the proceeds derived from the sale of said Bonds, which shall be available for the payment of the cost of construction of said Runway, including land acquisition costs and appurtenant facilities. Disbursements from said Accounts shall be made in the same manner as disbursements are required to be made by Section 3.01 of the Revenue Bond Ordinance.

In the event there is a surplus of funds in either the Motor Vehicle Parking Facility Construction Account or the 4R-22L Runway Construction Account, after completion of the construction of the Motor Vehicle Parking Facility or the 4R-22L

Runway, said surplus may be transferred to the other Construction Account upon the written order of the Airline's Representative and the Consulting Engineer.

*Section 5.02. Maintenance of Demised Premises.* City shall cause the demised premises to be maintained in good order and condition, including all necessary repairs, replacements and renewals thereof, and shall include such amounts in the budget provided for in Section 7.04 of the Revenue Bond Ordinance.

### ARTICLE VI.

### *Insurance.*

*Section 6.01. Liability Insurance.* City shall cause insurance to be kept in force of the following types and in not less than the following amounts, issued by a company or companies of sound and adequate financial responsibility, insuring, among others, each Lessee, City and the concessionaire, if any, against all liabilities for public liability or property damage arising out of or in connection with City's or Lessees', including their agents, employees, contractors and concessionaires, use and occupancy of and operations of the demised premises, and shall cause certificates to be furnished to each Lessee evidencing such insurance, naming such Lessee and concessionaire, if any, as an additional assured thereunder.

Comprehensive Public Liability Insurance:

$500,000 per person

$5,000,000 per accident

Comprehensive Property Damage Insurance:

$500,000 per accident

Premiums on said insurance shall be payable out of revenues from the demised premises.

*Section 6.02. Insurance in Connection with Construction.* City shall, until the date upon which the completion of the improvements to be constructed by City as provided in Section 1.02 hereof and as certified by the Consulting Engineer, keep in force insurance issued by a responsible insurance company or companies, insuring City and Lessees, as their interests may appear, against all liabilities for public liability or property damage arising out of or of the demised premises in amounts of comprehensive insurance not less than those provided in Section 6.01 hereof, and insuring such improvements during the construction under completed builder's risk insurance, against fire, extended coverage and vandalism in an amount equal to the full insurable value of such construction as the same progresses in order to assure continuity of construction and ultimate completion despite damage or destruction suffered during the course thereof. City may cause such insurance to be effected in whole or in part by the contractors performing the construction work, but, in any event, the cost of such insurance shall be deemed a part of the cost of construction of such improvements.

*Section 6.03. Casualty Insurance and Proceeds.* The Motor Vehicle Parking Facility to be constructed by City hereunder on the demised premises, shall be insured at all times, on and after the date upon which completion thereof is certified by the Consulting Engineer and during the term hereof, under a so-called "fire and extended coverage policy or policies", issued by a responsible insurance company or companies, which policy or policies shall specifically insure against loss or damage by fire, lightning, collision, explosion, strikes, riots, civil commotions, malicious damage, tornado and windstorm in an amount equal to 100% of the replacement value thereof without deduction for depreciation and shall include coverage against loss of rental or other income as a result of any interruption in the operations of such improvements due to any such causes. Such insurance policies shall be taken out and maintained by City, but payable only out of revenues of the Airport as an operation and maintenance cost. Prior to the taking out of such policy or policies, City shall advise the Airline's Representative of the insurance policies proposed to be taken out by City and the cost and coverage thereof and may receive objections of such Representative with respect to the proposed insurance. All such insurance policies shall name as insureds thereunder City, Lessees, and any operator selected by City to operate any part of the demised premises, and shall provide that proceeds of such insurance shall be payable to City and such policies shall be delivered to the City Comptroller of City.

Immediately after any substantial damage to or destruction of any part of the Motor Vehicle Parking Facility the City will cause the Consulting Engineer to prepare or approve plans, specifications and estimate of cost for repairing or replacing the damaged or destroyed property (either in accordance with the original or of a different design if approved by the Airline's Representative), and to file copies of such estimate with the Treasurer, City Comptroller and Depositary provided for under the Revenue Bond Ordinance. The proceeds of all insurance referred to hereinabove shall be available for and to the extent necessary be applied to the repair, replacement or reconstruction of such damaged or destroyed property, and shall be disbursed in accordance with the provisions of Section 3.01 of the Revenue Bond Ordinance.

In the case of any damage to or destruction of any part of the Motor Vehicle Parking Facility, if the cost of renewing, replacing or reconstruction of the damaged or destroyed property, as estimated by the Consulting Engineer, shall not exceed the proceeds of insurance and other moneys available for such purpose, the City will forthwith commence and diligently proceed with the immediate repair, replacement or reconstruction of the damaged or destroyed property according to plans and specifications prepared or approved by the Consulting Engineer.

If such proceeds are more than sufficient for such purpose, the balance remaining upon completion of the renewing, repairing or restoration of the damaged or destroyed property shall be by order of the City Comptroller deposited by the Treasurer to the credit of the Sinking Fund Account. If such proceeds shall be insufficient for such purpose, the deficiency shall be supplied by the City from any moneys in the Reserve Maintenance Account created by Section 5.02 of the Revenue Bond Ordinance to the extent there are funds available for that purpose in said Account.

The proceeds of any such insurance received on account of damage to or destruction of any part of the Motor Vehicle Parking Facility which are not applied or committed within eighteen (18) months after their receipt by the City to renewal, replacement or reconstruction of such damaged or destroyed property (unless it has been prevented from so doing because of conditions beyond its control) after deducting demolition expenses, shall be credited by the Treasurer on order of the Comptroller to the Sinking Fund Account created by Section 5.03 of the Revenue Bond Ordinance, but if at the time no Approved Revenue Bonds are outstanding said proceeds shall be deposited in the Improvement Account, as defined in Section 16.04 of the Airport Use Agreement.

### ARTICLE VII.

### *Abatement.*

In the event that during the term hereof the Airport shall be closed for any period of time for the landing or taking off of all turbo jet powered aircraft operated by Lessees, which at the time are landing or taking off, in the course of normal operations, at one or more airports having facilities similar to those at the Airport, by any order or direction of the City or any other governmental authority or agency, or by any order or direction of any court of competent jurisdiction, then to the extent but only to the extent that sufficient moneys are then held to the credit of the Emergency Reserve Account under the Revenue Bond Ordinance, the rentals provided herein as payable by each Lessee shall abate for the period of such closing as hereinafter provided.

In the event there are not sufficient moneys at the time to the Credit of the Emergency Reserve Account available for use under the Revenue Bond Ordinance in an amount equivalent to the amount of rentals to be abated pursuant to the foregoing provisions of this Article and pursuant to similar provisions for the abatement of rentals under any other leases of premises at the Airport between City and any scheduled air transportation company, then the abatement of rentals pursuant to this Article and pursuant to the provisions of such other leases shall be proportionately decreased so that the aggregate amount of all such abatements shall not exceed the moneys at the time to the credit of the Emergency Reserve Account which are available for use under the Revenue Bond Ordinance.

### ARTICLE VIII.

### *Termination by City.*

In the event that any Lessee shall fail to pay, when due, any rental payable by it hereunder and such failure shall continue for a period of sixty (60) days after receipt by such Lessee of written notice from City advising it to cure the same, City may terminate all rights and privileges of such Lessee under this Lease, except for such rental credit to which it may be entitled under the provisions of Section 3.02 hereof, by giving such Lessee sixty (60) days advance notice of such termination; provided, however, that such termination shall in no way relieve such Lessee of, or diminish, any of its obligations hereunder.

### ARTICLE IX.

### *Issue of Bonds.*

*Section 9.01. Authorization of Bonds.* In order to provide the funds to pay the cost of the Motor Vehicle Parking Facility and said 4R-22L Runway, the City Council shall with reasonable promptness upon the execution of this Lease and pursuant to Section 2.16 of the Revenue Bond Ordinance adopt a Supplemental Bond Ordinance authorizing the issue of Chicago-O'Hare International Airport Revenue Bonds and approve the sale thereof to a purchaser, in substantially the form attached hereto and marked Exhibit D.

*Section 9.02. Failure to Sell Bonds.* In the event the City Council does not adopt an Ordinance in substantially the form attached hereto and marked Exhibit D within seventy (70) days after the execution of this Lease, or in the event the purchaser of the Bonds fails or refuses for any reason to take up and pay for the Bonds authorized by said Supplemental Bond Ordinance within seventy (70) days from the date of the adoption of said Supplemental Bond Ordinance by the City Council, this Lease shall be of no force and effect upon either party hereto.

### ARTICLE X.

### *Definitions.*

The following terms when used in this Lease shall have the following meanings:

(a) "Airline's Representative" shall mean such person (and such alternates, in such order) then designated by a Majority in Interest of Airline Parties to this Lease by notice to the Commissioner of Aviation. Any such designation of such Representative shall remain in full force and effect until revoked or modified by a Majority in Interest of Airline Parties to this Lease by notice to the Commissioner of Aviation.

(b) "Airport Use Agreement" shall mean that Agreement entered into by and between the Airlines and the City of Chicago dated the 1st day of January, 1959.

(c) "Approved Revenue Bonds" shall mean:

(i) the principal amount of bonds heretofore issued pursuant to the provisions of Sections 2.02, 2.15 and 2.16 of the Revenue Bond Ordinance;

(ii) principal amount of bonds which may be issued pursuant to the provisions of Section 2.16 of the Revenue Bond Ordinance and pursuant to the Supplemental Revenue Bond Ordinance hereto attached for the purpose of constructing additional improvements and extensions referred to therein;

(iii) any additional bonds which may be issued pursuant to the provisions of Section 2.16 of the Revenue Bond Ordinance for the purpose of constructing additional improvements and extensions to the Airport. Approved Revenue Bonds shall be deemed outstanding until either paid at maturity or called for redemption and funds deposited in trust in payment thereof.

(d) "Consulting Engineer" shall mean the Consulting Engineer at the time acting as such under the Revenue Bond Ordinance.

(e) "Fiscal Year", "Year", "period" and "annual period" shall mean the fiscal year of the City of Chicago commencing January 1 and ending December 31 of each year.

(f) "Majority in Interest of Lessees" shall mean at any time the then Lessees hereunder who (1) constitute at least one-half of all then Lessees hereunder, and (2) operated aircraft landed in fee landings (as defined in the Airport Use Agreement) at the Airport having an aggregate approved maximum landing weight representing over fifty per cent (50%) of the aggregate approved maximum landing weight of all aircraft, landed by all Lessees in such fee landings at the Airport during the then preceding fiscal year as determined in the City's audited financial statement for such year.

(g) "Revenue" shall mean all revenues paid to City under an agreement with any concessionaire through which the City may be operating the demised premises or, in the event the City shall operate the demised premises itself, all revenues received by the City from such operations after deducting therefrom those sums required by Section 1.05 hereof and those sums required for the operation and maintenance of the demised premises.

(h) "Revenue Bond Ordinance" shall mean the Ordinance entitled "Ordinance authorizing the issuance of Chicago-O'Hare International Airport Revenue Bonds, Series of 1959, for the purpose of improving and extending said Airport, and providing for payment of principal and interest on said bonds", adopted the 29th day of December, 1958.

(i) "Sinking Fund Account", "Emergency Reserve Account" and "Debt Service Account" shall be the Accounts as provided by Section 5.03 of the Revenue Bond Ordinance.

(j) It is intended, unless the context otherwise indicates, the definitions provided for herein shall have the same meaning and intent as the definitions provided for in Article I of the Revenue Bond Ordinance.

### ARTICLE XI.

### *Miscellaneous.*

*Section 11.01. Consents and Approvals.* Consents and approvals by the City Council, the City or the Lessees, as the case may be, shall be in writing and shall not be unreasonably withheld and as to the City and the Lessees it shall be deemed to have been given unless within thirty (30) days after receipt of written request for such consent or approval, the party to whom the request is addressed shall have given the other party a written reply refusing or withholding action on such consent or approval and stating his reasons for such refusal or such withholding of action.

Whenever approval by the City Council is required, if the City Council fails to act within ninety (90) days after the request for approval has been presented to it, such approval shall be deemed to have been made.

*Section 11.02. Notices.* All notices to City provided for herein shall be in writing and may be sent by registered mail, postage prepaid, addressed to the Commissioner of Aviation of the City of Chicago, City Hall, Chicago, Illinois 60602, or to such other address as City may designate from time to time by notice to Lessees, and shall be deemed given when so mailed. Any notice by Lessees hereunder may be given by the Airline's Representative on behalf of Lessees. All notices to a Lessee provided for herein shall be in writing and may be sent by registered mail, postage prepaid, addressed to such Lessee at its address shown below: or to such other address as such Lessee may designate from time to time by notice to City, and shall be deemed given when so mailed.

*Section 11.03. Separability.* In the event any covenant, phrase, clause, paragraph, section, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of such covenant, phrase, clause, paragraph, section, condition or provision shall in no way affect any other covenant, phrase, clause, paragraph, section, condition or provision herein contained unless such invalid portion shall materially affect the rights of the parties hereto.

*Section 11.04. Assignability.* No Lessee shall assign its rights hereunder, in whole or in part, except with the prior consent of the City Council which shall not be unreasonably withheld; provided, however, the foregoing shall not prevent the assignment of a Lessee's rights hereunder to any corporation into or with which it may merge or consolidate, or which may succeed to its business and assets. No Lessee shall sublease, in whole or in part, its interest in the demised premises.

*Section 11.05. Successors and Assigns.* All of the covenants, stipulations and agreements herein contained shall, subject to the provisions of Section 11.04 hereof, inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

*Section 11.06. Construction.* This Lease shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Illinois.

*Section 11.07. Counterparts.* This Lease is one of thirteen (13) leases executed by the individual Lessees set forth in Section 3.01 hereof, each of which counterparts has been executed by the City, and all of which counterparts shall be an original and collectively considered as one Lease.

*In Witness Whereof,* the City of Chicago has caused this Lease to be executed on its behalf by its Mayor, pursuant to due authorization of the City Council of the City of Chicago, and its seal to be hereunto affixed and attested by the City Clerk of the City of Chicago, and each Lessee has caused this Lease to be executed on its behalf and its corporate seal to be hereunto affixed and attested by its proper corporate officers, pursuant to due authorization of its Board of Directors, all as of the day and year first above written.

[Signature forms omitted]

[Exhibits, etc. attached to this ordinance printed on pages 8008-8014 of this Journal]

SECTION 2. This ordinance shall be in force and effect from and after its publication.

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## Filing of Certificates and Affidavits of Consultants Read by City Clerk.

Honorable John C. Marcin, City Clerk, announced that the following Consulting Engineer's Certificate has been filed in his office in accordance with provisions of Subparagraph (b) of Section 2.16 of the Ordinance of December 29, 1958, which Certificate is printed on page 8015.

Honorable John C. Marcin, City Clerk, announced that the Airport Consultant's Certificate has been filed in his office in accordance with the provisions of Subparagraph (c) of Section 2.16 of the Ordinance of December 29, 1958, which Certificate is printed on pages 8016, 8016A and 8016B.

Honorable John C. Marcin, City Clerk, announced that he had executed an affidavit to the effect that the Consulting Engineer's Certificate and the Airport Consultants Certificate were filed in his office; and that said affidavit of John C. Marcin reads as follows:

State of Illinois } ss
County of Cook }

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Chicago, and as such official I further certify that on the 25th day of March, 1970, there was filed with me the Airport Consultant's Certificate with respect to the issuance of the additional $52,000,000 Chicago-O'Hare International Airport Revenue Bonds, Series of March, 1970, as required by subparagraph (c) of Section 2.16 of the Ordinance of the City of Chicago adopted December 29, 1958.

I also further certify that the Certificate of the Consulting Engineer to show the estimated cost of the project to be constructed with the proceeds of said Bonds, and the date on which in his opinion the proposed work would be completed, as required by subparagraph (b) of Section 2.16 of the Ordi-

(Continued on page 8017)

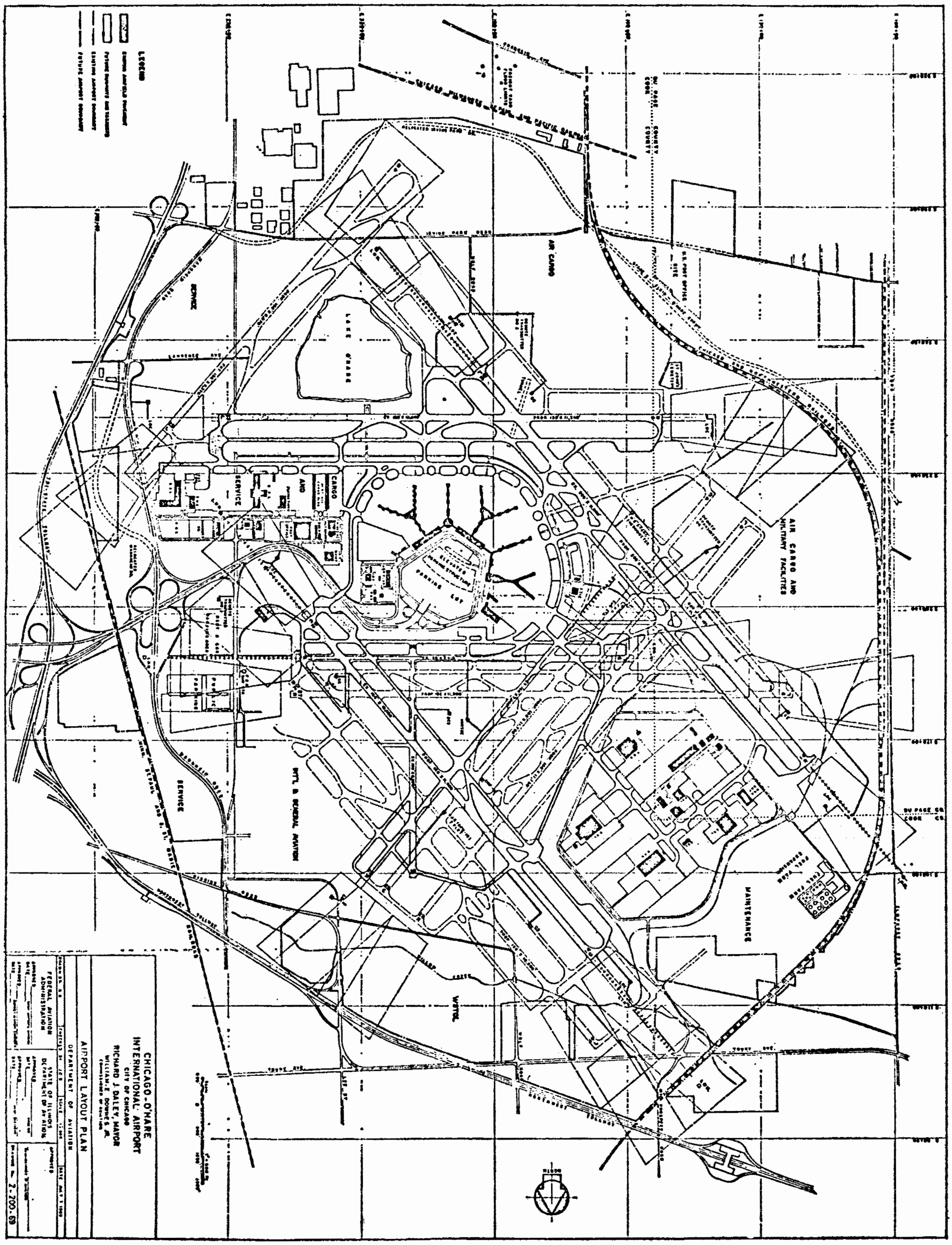

LEGEND
CHICAGO-O'HARE
INTERNATIONAL AIRPORT
CITY OF CHICAGO
RICHARD J. DALEY, MAYOR
WILLIAM E. DOWNES JR.
Commissioner of Aviation
AIRPORT LAYOUT PLAN
DEPARTMENT OF AVIATION
FEDERAL AVIATION ADMINISTRATION
STATE OF ILLINOIS DEPARTMENT OF AVIATION
APPROVED
DATE
Drawing No. Z-200-69
LAKE O'HARE
SERVICE
CARGO
AIR CARGO
INT'L & GENERAL AVIATION
AIR CARGO AND MILITARY FACILITIES
MAINTENANCE
DU PAGE COUNTY
COOK COUNTY
DU PAGE CO.
COOK CO.
HOTEL
PARKING LOT

EXHIBIT 'A'

That part of Sections 5, 6, 7 and 8, Township 40 North, Range 12 East of the Third Principal Meridian described as follows:

Commencing at the Northwest corner of Section 9, Township 40 North, Range 12 East of the Third Principal Meridian; thence South 88 degrees 07 minutes 05 seconds West 3734.117 feet along the Westerly extension of the North line of the Northwest 1/4 of said Section 9; thence South 0 degrees 05 minutes 07 seconds East 140.92 feet to the point of beginning of the herein described property; thence continuing South 0 degrees 05 minutes 07 seconds East 223.45 feet to a point of curve; thence Southwesterly 140.275 feet along the arc of a circle of 145.50 feet radius convex to the Southeast whose chord bears South 27 degrees 32 minutes 03 seconds West to a point of tangency; thence South 55 degrees 09 minutes 11 seconds West 460.407 feet; thence South 34 degrees 50 minutes 49 seconds East 21.50 feet; thence South 55 degrees 09 minutes 11 seconds West 491.100 feet; thence Northwesterly 202.917 feet along the arc of a circle of 1242.122 feet radius convex to the Northeast whose chord bears North 33 degrees 55 minutes 08 seconds West; thence South 50 degrees 44 minutes 04 seconds West 16.417 feet; thence North 39 degrees 15 minutes 56 seconds West 29.00 feet; thence North 50 degrees 44 minutes 04 seconds East 16.417 feet; thence Northwesterly 200.561 feet along the arc of a circle of 1242.122 feet radius convex to the Northeast whose chord bears North 44 degrees 33 minutes 45 seconds West; thence South 40 degrees 08 minutes 36 seconds West 16.417 feet; thence North 49 degrees 51 minutes 24 seconds West 29.00 feet; thence North 40 degrees 08 minutes 36 seconds East 16.417 feet; thence Northwesterly 200.561 feet along the arc of a circle of 1242.122 feet radius convex to the Northeast whose chord bears North 55 degrees 09 minutes 06 seconds West; thence South 29 degrees 33 minutes 12 seconds West 16.417 feet; thence North 60 degrees 26 minutes 48 seconds West 29.00 feet; thence North 29 degrees 33 minutes 12 seconds East 16.417 feet; thence Northwesterly 200.561 feet along the arc of a circle of 1242.122 feet radius convex to the Northeast whose chord bears North 65 degrees 44 minutes 27 seconds West; thence South 18 degrees 57 minutes 44 seconds West 16.417 feet; thence North 71 degrees 02 minutes 16 seconds West 29.00 feet; thence North 18 degrees 57 minutes 44 seconds East 16.417 feet; thence Northwesterly 234.192 feet along the arc of a circle of 1242.122 feet radius convex to the Northeast whose chord bears North 77 degrees 06 minutes 20 seconds West; thence North 9 degrees 42 minutes 05 seconds East 488.391 feet; thence South 80 degrees 17 minutes 55 seconds East 21.50 feet; thence North 9 degrees 42 minutes 05 seconds East 423.374 feet to a point of curve; thence Northeasterly 155.418 feet along the arc of a circle of 145.50 feet radius convex to the Northwest whose chord bears North 40 degrees 18 minutes 07 seconds East to a point of tangency; thence North 70 degrees 54 minutes 10 seconds East 304.754 feet; thence Southeasterly 155.705 feet along the arc of a circle of 207.62 feet radius convex to the Northeast whose chord bears South 89 degrees 33 minutes 40 seconds East; thence South 67 degrees 12 minutes 45 seconds East 75.425 feet; thence Southeasterly 461.023 feet along the arc of a circle of 3311.196 feet radius convex to the Northeast whose chord bears South 60 degrees 36 minutes 00 seconds East; thence North 34 degrees 50 minutes 54 seconds East 206.982 feet; thence South 55 degrees 09 minutes 06 seconds East 175.00 feet; thence South 34 degrees 50 minutes 54 seconds West 207.150 feet; thence Southeasterly 491.584 feet along the arc of a circle of 3311.196 feet radius convex to the Northeast whose chord bears South 49 degrees 19 minutes 47 seconds East; thence Southeasterly 164.368 feet along the arc of a circle of 237.352 feet radius convex to the Northeast whose chord bears South 19 degrees 55 minutes 27 seconds East to the herein designated point of beginning; all in Chicago O'Hare International Airport, in Cook County, Illinois.

**EXHIBIT "B"**

PARCEL A

That part of Sections 5, 6, 7 and 8, Township 40 North, Range 12 East of the Third Principal Meridian described as follows:

Commencing at the Northwest corner of Section 9, Township 40 North, Range 12 East of the Third Principal Meridian; thence South 88 degrees 07 minutes 05 seconds West 4181.117 feet along the Westerly extension of the North line of the Northwest 1/4 of said Section 9; thence South 0 degrees 05 minutes 07 seconds East 745.00 feet to the point of beginning of the herein described property; thence continuing South 34 degrees 50 minutes 49 seconds East 21.50 feet; thence South 55 degrees 09 minutes 11 seconds West 491.100 feet; thence Northwesterly 202.917 feet along the arc of a circle of 1242.122 feet radius convex to the Northeast whose chord bears North 33 degrees 55 minutes 08 seconds West; thence South 50 degrees 44 minutes 04 seconds West 16.417 feet; thence North 39 degrees 15 minutes 56 seconds West 29.00 feet; thence North 50 degrees 44 minutes 04 seconds East 16.417 feet; thence Northwesterly 200.561 feet along the arc of a circle of 1242.122 feet radius convex to the Northeast whose chord bears North 44 degrees 33 minutes 45 seconds West; thence South 40 degrees 08 minutes 36 seconds West 16.417 feet; thence North 49 degrees 51 minutes 24 seconds West 29.00 feet; thence North 40 degrees 08 minutes 36 seconds East 16.417 feet; thence Northwesterly 200.561 feet along the arc of a circle of 1242.122 feet radius convex to the Northeast whose chord bears North 55 degrees 09 minutes 06 seconds West; thence South 29 degrees 33 minutes 12 seconds West 16.417 feet; thence North 60 degrees 26 minutes 48 seconds West 29.00 feet; thence North 29 degrees 33 minutes 12 seconds East 16.417 feet; thence Northwesterly 200.561 feet along the arc of a circle of 1242.122 feet radius convex to the Northeast whose chord bears North 65 degrees 44 minutes 27 seconds West; thence South 18 degrees 57 minutes 44 seconds West 16.417 feet; thence North 71 degrees 02 minutes 16 seconds West 29.00 feet; thence North 18 degrees 57 minutes 44 seconds East 16.417 feet; thence Northwesterly 234.192 feet along the arc of a circle of 1242.122 feet radius convex to the Northeast whose chord bears North 77 degrees 06 minutes 20 seconds West; thence North 9 degrees 42 minutes 05 seconds East 488.391 feet; thence South 80 degrees 17 minutes 55 seconds East 21.50 feet to a point of curve; thence Southeasterly 672.00 feet along the arc of a circle of 1476.17 feet radius convex to the Northeast whose chord bears South 69 degrees 00 minutes 00 seconds East to a point of tangency; thence South 55 degrees 09 minutes 06 seconds East 210.83 feet to a point of curve; thence Southeasterly 598.00 feet along the arc of a circle of 1476.17 feet radius convex to the Northeast whose chord bears South 43 degrees 15 minutes 00 seconds East to the herein designated point of beginning; all in Chicago O'Hare International Airport, in Cook County, Illinois.

## PARCEL B

That part of Sections 5 and 8, Township 40 North, Range 12 East of the Third Principal Meridian described as follows:

Commencing at the Southwest corner of Section 5, Township 40 North, Range 12 East of the Third Principal Meridian; thence North 88 degrees 07 minutes 05.3 seconds East 487.000 feet; thence South 1 degree 52 minutes 54.7 seconds West 161.500 feet to the point of beginning of the herein described property; thence North 34 degrees 50 minutes 54 seconds East 38.50 feet; thence South 55 degrees 09 minutes 06 seconds East 20.00 feet; thence North 34 degrees 50 minutes 54 seconds East 377.00 feet; thence South 55 degrees 09 minutes 06 seconds East 40.00 feet; thence North 34 degrees 50 minutes 54 seconds East 556.15 feet; thence South 55 degrees 09 minutes 06 seconds East 189.16 feet; thence South 34 degrees 50 minutes 54 seconds West 556.15 feet; thence South 55 degrees 09 minutes 06 seconds East 40 feet; thence South 34 degrees 50 minutes 54 seconds West 377.00 feet; thence South 55 degrees 09 minutes 06 seconds East 52.00 feet; thence South 34 degrees 50 minutes 54 seconds West 45.00 feet; thence Northwesterly 85.50 feet along the arc of a circle of 1476.17 feet radius convex to the Northeast whose chord bears North 53 degrees 00 minutes 00 seconds West to a point of tangency; thence North 55 degrees 09 minutes 06 seconds West 210.83 feet to a point of curve; thence Northwesterly 48.00 feet along the arc of a circle of 1476.17 feet radius convex to the Northeast whose chord bears North 57 degrees 00 minutes 15 seconds West to the point of beginning; all in Chicago O'Hare International Airport, in Cook County, Illinois.

## PARCEL C

That part of Sections 5, 6 and 8, Township 40 North, Range 12 East of the Third Principal Meridian described as follows:

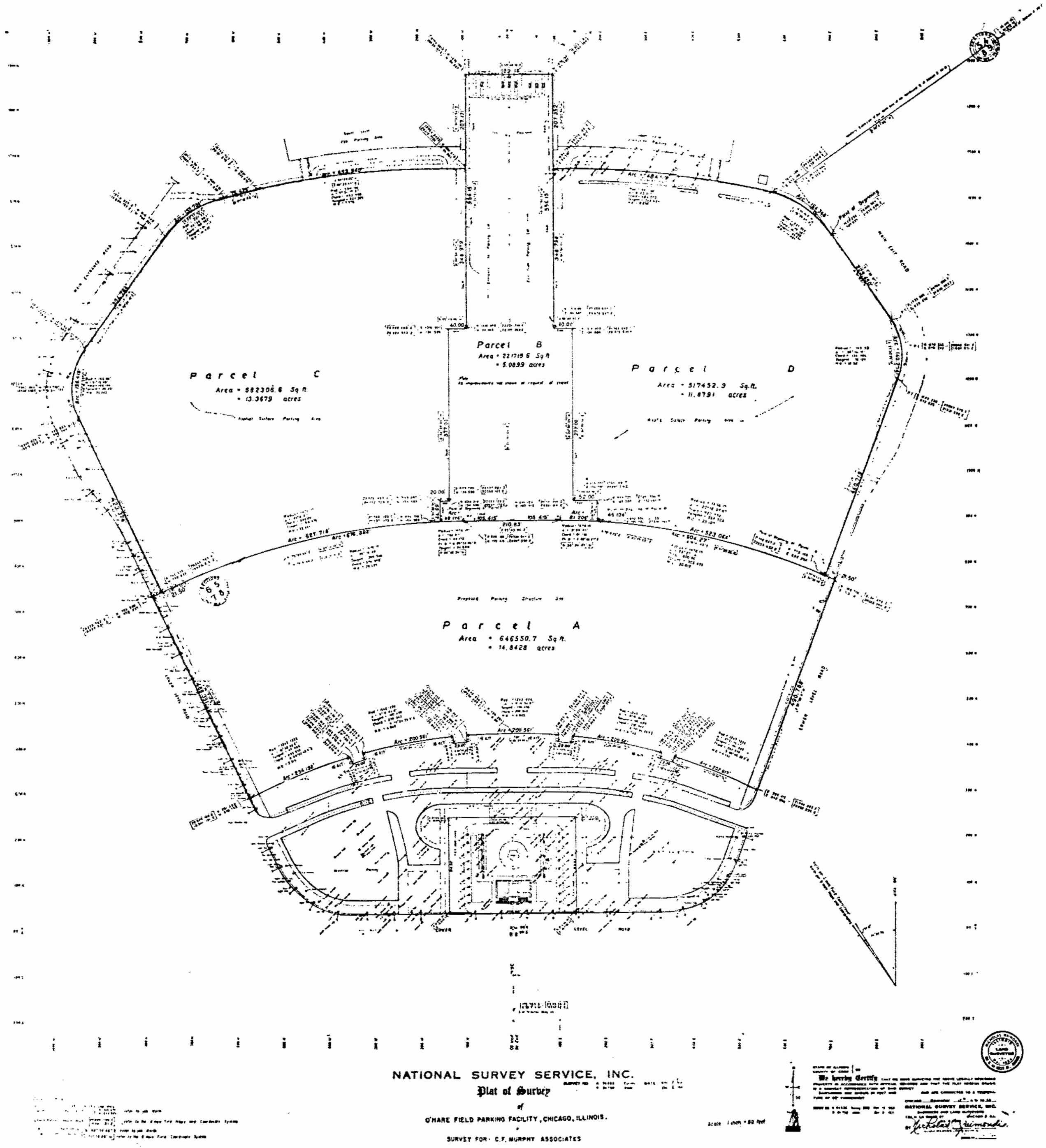
Commencing at the Southeast corner of Section 6, Township 40 North, Range 12 East of the Third Principal Meridian; thence South 88 degrees 07 minutes 05.3 seconds West 95.2 feet along the South line of said Section 6; thence North 1 degree 52 minutes 54.7 seconds West 64.5 feet to the point of beginning of the herein described property; thence North 9 degrees 42 minutes 05 seconds East 423.374 feet to a point of curve; thence Northeasterly 155.418 feet along the arc of a circle of 145.50 feet radius convex to the Northwest whose chord bears North 40 degrees 18 minutes 07 seconds East to a point of tangency; thence North 70 degrees 54 minutes 10 seconds East 304.754 feet; thence Southeasterly 155.705 feet along the arc of a circle of 207.62 feet radius convex to the Northeast whose chord bears South 89 degrees 33 minutes 40 seconds East; thence South 67 degrees 12 minutes 45 seconds East 75.425 feet; thence Southeasterly 453.943 feet along the arc of a circle of 3311.196 feet radius convex to the Northeast whose chord bears South 60 degrees 36 minutes 00 seconds East; thence South 34 degrees 50 minutes 54 seconds West 349.000 feet; thence North 55 degrees 09 minutes 06 seconds West 40.000 feet; thence South 34 degrees 50 minutes 54 seconds West 377.00 feet; thence North 55 degrees 09 minutes 06 seconds West 20.00 feet; thence South 34 degrees 50 minutes 54 seconds West 38.50 feet; thence Northwesterly 629.000 feet along the arc of a circle of 1476.17 feet radius convex to the Northeast whose chord bears North 69 degrees 50 minutes 00 seconds to the point of beginning; all in Chicago O'Hare International Airport, in Cook County, Illinois

PARCEL D

That part of Sections 5 and 8, Township 40 North, Range 12 East of the Third Principal Meridian described as follows:

Commencing at the Northwest corner of Section 9, Township 40 North, Range 12 East of the Third Principal Meridian; thence South 88 degrees 07 minutes 05 seconds West 3734.117 feet along the Westerly extension of North line of the Northwest 1/4 of said Section 9; thence South 0 degrees 05 minutes 07 seconds East 140.92 feet to the point of beginning of the herein described property; thence continuing South 0 degrees 05 minutes 07 seconds East 223.45 feet to a point of curve; thence Southwesterly 140.275 feet along the arc of a circle of 145.50 feet radius convex to the Southeast whose chord bears South 27 degrees 32 minutes 03 seconds West to a point of tangency; thence South 55 degrees 09 minutes 11 seconds West 460.407 feet to a point of curve; thence Northwesterly 515.20 feet along the arc of a circle of 1476.17 feet radius convex to the Northeast whose chord bears North 41 degrees 45 minutes 15 seconds West; thence North 34 degrees 50 minutes 54 seconds East 45 feet; thence North 55 degrees 09 minutes 06 seconds West 52 feet; thence North 34 degrees 50 minutes 54 seconds East 377 feet; thence North 55 degrees 09 minutes 06 seconds West 40 feet, thence North 34 degrees 50 minutes 54 seconds East 349 feet to a point of curve; thence Southeasterly 484 feet along the arc of a circle of 3311.196 feet radius convex to the Northeast whose chord bears South 49 degrees 19 minutes 47 seconds East; thence Southeasterly 164.368 feet along the arc of a circle of 237.352 feet radius convex to the Northeast whose chord bears South 19 degrees 55 minutes 27 seconds East to the herein designated point of beginning; all in Chicago O'Hare International Airport, in Cook County, Illinois.

The Lease to the airlines includes that part of ground surface of Parcels C and D necessary and convenient for parking of motor vehicles in connection with operation of motor vehicle parking facility and that part of Parcel B necessary and convenient for ingress and egress to and from the parking facility constructed on Parcel A and for ingress and egress to Parcels C and D. It being further understood that lessor reserves all right, title and interest and ingress and egress necessary therefore to the sub-surface under Parcels B, C and D and to the air space over Parcels B, C and D, and to that part of the ground surface necessary for structural columns on Parcels C and D which may be used by Lessor for construction of other facilities by Lessor or by others under lease from Lessor which may be deemed desirable by Lessor for the operation and improvement of said airport, provided only that such use shall not unreasonably interfere with the use of the surface for purposes of parking motor vehicles: Further, the Lessor reserves the right for himself and any owner of sub-surface utilities located in Parcels A, B, C and D to enter upon said parcels for the purpose of maintaining, altering, or reconstructing any of the said utilities.


Parcel B
Area = 221719.6 Sq ft
= 5.0899 acres
Parcel C
Area = 582306.6 Sq ft
= 13.3679 acres
Parcel D
Area = 517452.9 Sq.ft.
= 11.8791 acres
Parcel A
Area = 646550.7 Sq ft.
= 14.8428 acres
Arc = 200.561'
210.63'
105.415'
40.00
20.00
52.00
NATIONAL SURVEY SERVICE, INC.
Plat of Survey
of
O'HARE FIELD PARKING FACILITY, CHICAGO, ILLINOIS.
SURVEY FOR: C.F. MURPHY ASSOCIATES

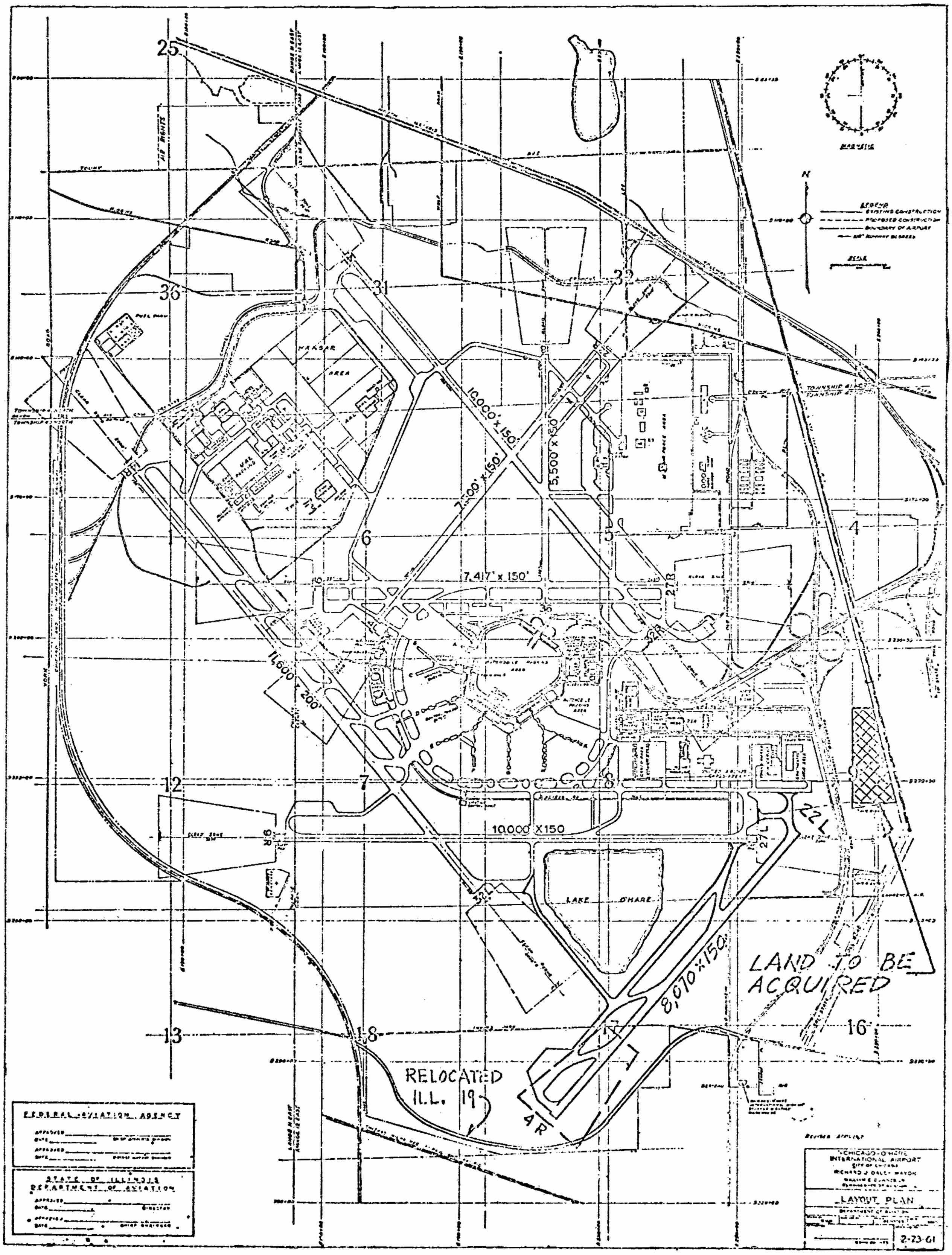

25
36
31
32
6
5
4
7
8
12
13
18
16
10,000' x 150'
7,600' x 150'
5,500' x 150'
7,417' x 150'
11,600' x 200'
10,000 X 150
8,070' x 150'
9R
27L
22L
4R
HANGAR AREA
LAKE O'HARE
LAND TO BE ACQUIRED
RELOCATED ILL. 19
LEGEND
TOWNSHIP LINE
FEDERAL AVIATION AGENCY
APPROVED
DATE
STATE OF ILLINOIS
DEPARTMENT OF AVIATION
DIRECTOR
CHIEF ENGINEER
CHICAGO-O'HARE INTERNATIONAL AIRPORT
CITY OF CHICAGO
RICHARD J. DALEY MAYOR
LAYOUT PLAN
DEPARTMENT OF AVIATION
2-23-61

EXHIBIT "C"

Exhibit "D", being the Supplemental Ordinance, is printed in full at pages 8077-8081, inclusive.

**CHARLES F. MURPHY** · CONSULTING ARCHITECT · ENGINEER

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK )

I, the undersigned, do hereby certify that I am the Consulting Engineer employed by the City of Chicago, in accordance with the provisions of an "ORDINANCE authorizing the issuance of Chicago-O'Hare International Airport Revenue Bonds Series of 1959 for the purpose of improving and extending said Airport and providing for payment of principal of and interest on said Bonds", adopted by the City Council of the City of Chicago on December 28, 1958, (hereinafter referred to as the "Ordinance"), and as such Consulting Engineering I hereby certify as follows:

(a) That I have read the pertinent provision of the Ordinance, to which this Certificate relates, specifically Section 2.16 of the Ordinance.

(b) That the estimated cost of additional improvements is as set forth below:

| | | |
|---|---|---|
| 1. | Elevated Parking Facility | $38,947,000 |
| 2. | New Runway 4R-22L, including land acquisition | 13,053,000 |
| | Total Cost of Improvement | $52,000,000 |

(c) That the proceeds from the sale of $52,000,000 of additional Bonds will be sufficient to pay such estimated cost.

(d) That in the opinion of the undersigned, the completion of the work programmed to utilize the proposed $52,000,000 of new revenue bond funds will be completed on or before December 31, 1972.

This Certificate is presented in compliance with Section 2.16 of the Ordinance.

Dated this 9th day of October 1969.

Charles F. Murphy

Charles F. Murphy
Consulting Engineer

224 SOUTH MICHIGAN AVENUE, CHICAGO 4, ILLINOIS · HARRISON 7-3456

LANDRUM AND BROWN
309 VINE STREET
CINCINNATI, OHIO 45202
PHONE (513) 721-1149

March 25, 1970

Mayor Richard J. Daley and
Members of the City Council
City of Chicago
Council Chamber
City Hall
Chicago, Illinois 60602

Gentlemen:

This letter will serve as the Airport Consultant's certificate as required by Section 2.16 of the Chicago-O'Hare International Airport Revenue Bond Ordinance of December 29, 1958. We hereby certify that in our opinion the net revenues available for Principal and Interest Requirements plus the amounts required for deposit in the Reserve Maintenance Account and the Emergency Reserve Account, the amounts of which have been set forth by the Comptroller of the City of Chicago, will be adequate to meet the requirements of Section 2.16 of the Bond Ordinance dated December 29, 1958. The estimated net revenues are set forth on an attached table.

It is also hereby certified that the leases in effect on the date of the adoption of the Supplemental Ordinance dated March 25, 1970 will provide fixed rental aggregates of $16,270,335 which is greater than one and ten hundredths times the sum of the annual Principal and Interest Requirements of $16,163,370 for each fiscal year for all bonds presently outstanding and all such additional bonds proposed to be issued, relative to this certificate. The fixed rentals provided for in agreements with the Airline Parties are set forth on an attached table.

Sincerely,

LANDRUM AND BROWN

John F. Brown

John F. Brown

JFB/mh
Attachment

cc: Mr. Otto Loser

Estimated Net Revenues Available and Annual Fixed Rentals read as follows:

ESTIMATED NET REVENUES AVAILABLE

FOR DEBT SERVICE AND COVERAGE

PLUS RESERVE MAINTENANCE AND EMERGENCY RESERVE ACCOUNT

CHICAGO-O'HARE INTERNATIONAL AIRPORT, 1970-1998

| Calendar Year (1) | 1.25 Times Principal and Interest (2) | Reserve Maintenance (3) | Emergency Reserve Account (4) | Total Required Funds (5) | Estimated Net Revenues (6) |
|---|---|---|---|---|---|
| 1970-1998 | $18,367,465 | $1,120,000 | $1,119,068 | $20,606,533 | $20,606,533 |

Source: Column ( 1 ) - Calendar years.
( 2 ) - Debt services estimates, as provided by the City's Financial Consultants, times 1.25.
( 3 ) - As specified in the Supplemental Ordinance, dated March 25, 1970.
( 4 ) - Estimates provided by the Comptroller, City of Chicago.
( 5 ) - Sum of Columns ( 2 ), ( 3 ) and ( 4 ).
( 6 ) - Same amount as Column ( 5 ), predicated on Section 15.07 of the Airport Use Agreement dated January 1, 1959.

ANNUAL FIXED RENTALS
FROM AIRLINE PARTIES
CHICAGO-O'HARE INTERNATIONAL AIRPORT
AS OF MARCH , 1970

| Airline Party | Terminal Building Rentals | Cargo and Other Bldg. Rentals | Hangar Building Rentals | Fueling System Rentals | Passenger Ramp Rentals | Parking Facilities Rentals | Total Fixed Rentals |
|---|---|---|---|---|---|---|---|
| Air Canada | $ 36,022.56 | $ 10,920.00 | $ - 0 - | $ 4,692.00 | $ 59,124.00 | $ 28,537.00 | $ 139,295.56 |
| Allegheny | 16,250.04 | - 0 - | - 0 - | 936.00 | 60,960.00 | 16,929.00 | 95,075.04 |
| American | 430,860.00 | 161,280.00 | 718,092.00 | 144,300.00 | 1,060,644.00 | 1,002,204.00 | 3,517,380.00 |
| Braniff | 50,520.00 | - 0 - | 88,350.00 | 9,264.00 | 190,884.00 | 133,982.00 | 473,000.00 |
| Continental | 70,700.04 | 8,388.00 | - 0 - | 7,908.00 | 183,660.00 | 143,656.00 | 414,312.04 |
| Delta | 152,976.00 | 5,892.00 | 171,852.00 | 31,200.00 | 401,064.00 | 327,941.00 | 1,090,925.00 |
| Eastern | 126,437.52 | 17,652.00 | 376,536.00 | 40,524.00 | 379,248.00 | 237,975.00 | 1,178,372.52 |
| Flying Tiger | - 0 - | 81,116.00 | - 0 - | 13,584.00 | - 0 - | - 0 - | 94,700.00 |
| North Central | 49,350.96 | - 0 - | 96,048.00 | 4,824.00 | 299,628.00 | 159,134.00 | 608,984.96 |
| Northwest | 99,135.00 | 24,360.00 | 88,350.00 | 31,548.00 | 360,012.00 | 497,716.00 | 1,101,121.00 |
| Ozark | 30,063.48 | 3,384.00 | 74,712.00 | 2,916.00 | 154,668.00 | 115,602.00 | 381,345.48 |
| Pan American | - 0 - | 26,040.00 | - 0 - | 1,296.00 | - 0 - | 19,347.00 | 46,683.00 |
| Trans World | 238,545.48 | - 0 - | 506,904.00 | 105,792.00 | 773,088.00 | 705,219.00 | 2,329,548.48 |
| United | 631,011.00 | 7,560.00 | 809,580.00 | 235,632.00 | 1,667,160.00 | 1,448,649.00 | 4,799,592.00 |
| TOTAL | $1,931,872.08 | $346,592.00 | $2,930,424.00 | $634,416.00 | $5,590,140.00 | $4,836,891.00 | $16,270,335.08 |

(Continued from page 8007)

nance of December 29, 1958, was also filed with me as of the 25th day of March, 1970.

In Witness Whereof I have hereunto set my hand and seal of office this 25th day of March, 1970.

(Signed) John C. Marcin,
[Seal] *City Clerk.*

[Said certificates printed in full at pages 8015 to 8016B, inclusive]

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## Resolution for Approval and Execution of Official Statement for Proposed Sale of $52,000,000 Chicago-O'Hare International Airport Bonds, Series of March, 1970.

Alderman Keane moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the proposed resolution concerning the Sale of Airport Bonds. The motion *Prevailed.*

Alderman Keane then moved to Adopt the proposed resolution. The motion *Prevailed* and said proposed resolution was *Adopted,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Scholl, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—37.

*Nays*—None.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said resolution as adopted:

Whereas, In connection with the proposed sale of $52,000,000 Chicago-O'Hare International Airport Bonds, Series of March, 1970, it is necessary that the City of Chicago, through its officers, sign and execute an Official Statement, in substantially the form attached hereto and made a part hereof; now, therefore,

*Be It Resolved by the City Council of the City of Chicago:*

Section 1. That the Official Statement, in substantially the form attached hereto and made a part hereof, pertaining to the proposed sale of $52,000,000 Chicago-O'Hare International Airport Bonds, Series of March, 1970, be, and the same hereby is approved and the Mayor, the Corporation Counsel, the City Comptroller, the Commissioner of Public Works, and Commissioner of Aviation, individually and collectively, are hereby authorized and directed to take any and all action which may be necessary and proper for the execution of said Official Statement.

Section 2. This resolution shall be effective from and after its adoption.

Official statement attached to the foregoing resolution reads as follows:

# $52,000,000
# City of Chicago
# Chicago-O'Hare International Airport
# 6.80% Revenue Bonds, Series of March, 1970

**Dated March 1, 1970** **Due January 1, 1999**

Principal and semi-annual interest (January 1 and July 1, first coupon July 1, 1970) payable at the office of the City Treasurer or at The First National Bank of Chicago, in Chicago, Illinois or at the principal office of the Fiscal Agent of the City of Chicago in New York, New York. Coupon bonds in the denomination of $5,000 registrable as to principal only; fully registered bonds in the denomination of $25,000 or more; coupon bonds and registered bonds interchangeable at the office of the Registration Agent in the City of Chicago, Illinois, as provided in the Ordinance.

Redeemable prior to maturity, at the option of the City, on 30 days' published notice, in whole, on any date not earlier than January 1, 1982 from any funds other than revenues, or in whole or in part by lot on any interest payment date not earlier than January 1, 1973, through the use of revenues, at the following prices plus accrued interest to the date of redemption.

| | Redemption Price<br>(Percentage of Principal Amount) | |
|---|---|---|
| **Period of Redemption** | **From Revenues** | **Otherwise** |
| January 1, 1973 to and including December 31, 1975 | 105% | Not Redeemable |
| January 1, 1976 to and including December 31, 1979 | 104½ | Not Redeemable |
| January 1, 1980 to and including December 31, 1981 | 104 | Not Redeemable |
| January 1, 1982 to and including December 31, 1983 | 103 | 105 |
| January 1, 1984 to and including December 31, 1985 | 102 | 103½ |
| January 1, 1986 to and including December 31, 1987 | 101 | 102 |
| January 1, 1988 to and including December 31, 1989 | 100½ | 101 |
| January 1, 1990 and thereafter .................. | 100 | 100 |

**Interest exempt, in the opinion of Counsel, from all present Federal Income Taxes, except interest on any Bond for any period during which such Bond is held by a substantial user of the facilities financed by these Bonds or by a related person as defined in Section 103(c) of the Internal Revenue Code of 1954.**

The City of Chicago is authorized by the provisions of Sections 102-1 to 102-10, inclusive, of Article 11 of Chapter 24, of the Illinois Revised Statutes, 1969, together with all other laws amendatory thereof and supplemental thereto, to establish, maintain, operate, purchase, construct, reconstruct, expand and improve public airports and issue revenue bonds to finance the cost thereof. These bonds, Series of March, 1970, authorized to pay the costs of Improvements (as hereinafter described) to Chicago-O'Hare International Airport, are issued in accordance with said Statutes and under and secured by the provisions of an Ordinance adopted by the City Council of the City of Chicago on December 29, 1958 and naming The First National Bank of Chicago, Chicago, Illinois, Depositary, Paying Agent and Registration Agent and pursuant to the authority of a Supplemental Ordinance adopted by said City Council on March 25, 1970.

These Bonds rank on a parity with the outstanding $147,910,000 4¾% Revenue Bonds, Series of 1959 and Series A of 1961, 4¼% Series B of 1961, 4½% Series of 1967 and 5% Series of 1968 and are to be payable solely from and secured by a pledge of the bond proceeds and the net revenues derived from the operation of Chicago-O'Hare International Airport, as provided in the Ordinance, such net revenues and funds being exclusively and irrevocably pledged to and constituting a trust fund for the security and payment of the Bonds and the interest thereon. The Ordinance provides for the issuance of additional bonds under conditions and limitations as referred to therein.

These Bonds are not a general obligation of the City of Chicago or of the State of Illinois and neither the faith and credit nor the taxing power of the City of Chicago or the State of Illinois are pledged to the payment of the principal of or interest on the Bonds.

Under the provisions of the authorizing Statutes, the Bonds have all the qualities of negotiable instruments under the laws of the State of Illinois but may be registered as to principal or as to principal and interest as described above.

## PRICE 99¾% AND INTEREST

**These Bonds are offered at the above initial offering price, when, as and if issued and received by us, subject to the unqualified approving legal opinions of Chapman and Cutler of Chicago, Bond Counsel to the City, and Wood King Dawson Love & Sabatine of New York City, Bond Counsel to the Underwriters. It is expected that Bonds will be delivered in definitive form.**

This Official Statement does not constitute an offer to sell Bonds in any State to any person to whom it is unlawful to make such offer in such State. No dealer, salesman or any other person has been authorized to give any information or make any representation, other than those contained herein, in connection with the offering of these Bonds, and if given or made, such information or representation must not be relied upon.

March 25, 1970.

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**CITY OF CHICAGO**
**Office of the Mayor**

March 25, 1970

Walston & Co., Inc.
Glore Forgan Staats Incorporated
Halsey, Stuart & Co. Inc.
Stifel, Nicolaus & Company, Incorporated

Dear Sirs:

With reference to the $52,000,000 City of Chicago, Chicago-O'Hare International Airport Revenue Bonds, Series of March, 1970, dated March 1, 1970, and due January 1, 1999 (herein called the "Bonds, Series of March, 1970") authorized to pay the costs of the Improvements (as hereinafter described), this Official Statement, including its cover page, has been prepared by the City of Chicago, Illinois (herein called the "City") to set forth the general powers of the City under the authorizing statutes, a description of the Improvements being made to Chicago-O'Hare International Airport (herein called the "Airport"), the plan for financing and constructing said Improvements, a summary of provisions of the Airport Use Agreement and the various Leases entered into by and between the City and certain Airlines, a description of the Bonds, Series of March, 1970, and the provisions of the Ordinance and Supplemental Ordinance under which the Bonds, Series of March, 1970, will be issued and secured. All bonds issued under the Ordinance are herein called the "Bonds."

## SALIENT FEATURES REGARDING SECURITY OF THE BONDS

The following are the salient features regarding the security of the Bonds, the details of which are set forth in full in the Ordinance and in the Airport Use Agreement and the various Leases between the City and the Airlines:

The City has executed an Airport Use Agreement and Leases for various facilities included in the development of O'Hare Airport with the respective Airlines shown in the schedule on page 11 which became effective as of January 1, 1959 for a term of 40 years.

The Airlines executing the Airport Use Agreement covenant to use O'Hare Airport and to pay in each fiscal year flight fees for the fee landings of their aircraft at such Airport, which flight fees, together with revenues derived from all other sources will produce gross revenues for such fiscal year equal to the sum of operation and maintenance expenses, the amounts to be allocated to certain reserves and an amount equal to 1.25 times the Principal and Interest Requirements, as defined in the Ordinance, on the Approved Revenue Bonds outstanding at the beginning of such fiscal year, and the amount of any premiums paid on such Bonds retired by January 1 of the succeeding fiscal year.

If the flight fee rate in effect during any fiscal year does not produce gross revenues, together with those from other sources, equal to the sum stated in the preceding paragraph, each Airline executing the Airport Use Agreement agrees to pay its pro rata share of such deficiency.

The City covenants in the Ordinance that it will fix and place in effect rents, fees, rates and other charges for the use of the Airport and its services that will produce revenues in each fiscal year sufficient to pay operation and maintenance expenses, make the required deposits to certain reserve accounts and cover Principal and Interest Requirements on the Approved Revenue Bonds outstanding at the beginning of such fiscal year 1.25 times and pay any premiums on such Bonds retired by January 1 of the succeeding fiscal year.

The City further covenants, that so long as any Bonds are outstanding, it will not amend any Lease or Airport Use Agreement in effect upon the issuance of the Bonds, Series of 1959, so as to reduce the amount of fixed rentals, or the revenues which would otherwise be received from the application of the Flight Fee formula or Flight Fee deficiency formula, below those provided under such Lease or Agreement.

## THE CITY AND ITS POWERS

The City of Chicago is authorized by the provisions of Sections 102-1 to 102-10, inclusive, of Article 11 of Chapter 24, of the Illinois Revised Statutes, 1969, together with all other laws amendatory thereof and supplemental thereto (hereinafter referred to as the "Act"), to establish, purchase, construct, reconstruct, expand, improve, maintain and operate public airports.

The Act provides for financing the cost of constructing, improving or expanding a public airport by ordinance authorizing the issuance of revenue bonds of a municipality payable solely from and secured by a pledge of the bond proceeds and the net revenues derived from the operation of the airport. The Act states that any bonds so issued by a municipality shall not constitute a general obligation of such municipality.

The Act further authorizes a municipality to contract to fix and collect rents, rates and other charges sufficient to produce revenues adequate to pay the costs of maintenance and operation of such airport, the principal of and interest on the bonds issued in connection with such airport as the same shall become due and payable, and to create reserves for such purposes.

A municipality is further authorized under the Act to contract for removal or relocation of all buildings, railways, mains, wires, poles and all other structures, facilities and equipment which may interfere with the location, expansion or improvement of any public airport, or with the safe approach thereto or take off therefrom and to acquire by gift, grant, lease, purchase, condemnation or otherwise any private or public property for any purpose authorized therein.

## ECONOMY OF CHICAGO AREA

Chicago and its metropolitan area with a 1960 population of 6,220,913 and a 1968 estimate of 6,845,000 has the third largest concentration of people in the United States. The area has shown rapid growth in population, having increased about 11.4% in the ten-year period from 1950 to 1960, and about 22.5% in the eighteen year period from 1950 to 1968. Chicago, by virtue of its geographic location, is one of the world's leading centers of air, water and land transportation and is the industrial, commercial, financial and service center for the Midwest area. Development of long-range commercial aviation and direct shipments by water via the Great Lakes and the St. Lawrence Seaway to other world ports have opened new horizons for Chicago in the world's markets. The City is served by twenty-five scheduled airlines and seven air taxi operators affording complete interchange of traffic with the eighteen trunk line railways and the vast network of highways, tollways and waterways linking the City and its metropolitan area with the surrounding country. The City is unsurpassed in the diversity of its products, and the stability of its economy keeps unemployment low and makes the general level of income among the highest in the nation.

## PURPOSE OF ISSUE

As set forth in more detail on page 8, the proceeds from the sale of the Chicago-O'Hare International Airport Revenue Bonds, Series of March, 1970, will be utilized for the construction of a six level reinforced concrete parking structure and a new runway and taxiway system, including the acquisition of essential land.

## EXISTING CHICAGO AIRPORTS

The City of Chicago operates three Airports, namely: Meigs Field, Midway Airport and O'Hare Airport. The Commissioner of Public Works is responsible for major construction at the Airports and the Commissioner of Aviation is responsible for their maintenance and operation.

### *Meigs Field*

This airport, located on a seventy acre island off the shore of Lake Michigan southeast of Chicago's downtown area, has only one runway which is approximately 3,945 feet in length and is used by privately owned aircraft and feeder lines. Helicopter service is available at Meigs Field for connection with Midway or O'Hare Airports.

### *Midway Airport*

This airport, located southwest of Chicago's downtown area, consists of approximately 630 acres, and has seven runways, the longest of which is 5,730 feet between threshold lights. Recently completed improvements include new terminal and concourse buildings, which now provide twenty-eight gate positions, together with new ticketing and baggage facilities. Runway 13R-31L and Runway 4R-22L were completely rebuilt to accommodate the heaviest jet aircraft. This airport is now capable of handling the three engine jets and can accommodate an annual volume of 182,000 domestic scheduled aircraft operations and 146,000 general aviation operations. Midway is now a major airport serving downtown, the south and southwest sides of Chicago.

### *O'Hare Airport*

This airport is located northwest of the City's downtown area at the terminus of the Northwest Expressway and the junction of the Tri-State and Northwest Tollways. The Northwest Expressway, completed in the fall of 1960, provides O'Hare Airport passengers with a high-speed, limited access highway into the heart of the City, while the Tollways and highways radiating from the Airport provide the surrounding metropolitan area with access to the Airport via a vast network of excellent highways.

The Airport was acquired from the War Assets Administration of the United States Government on March 21, 1946, at which time it covered a tract of 1,080 acres. In 1958, the City obtained clear title to the land when the Government released the right to use the Airport that it had reserved under the deed of March 21, 1946, and entered into a lease with the City, under the terms of which the City granted the Government the limited use, in common with others, of the Airport's public facilities, as for example, the runways and taxiways, for a period of twenty-five years, without cost. The Government also has the option of extending the lease for an additional twenty-five years or terminating the lease at any time upon proper notice. Under the lease, the Government agrees to pay the City for all military operations, in excess of the limited number of free operations specified in the lease, at the rates then prevailing for scheduled Airlines.

Since the City acquired the Airport from the Government in 1946, additional City, State and Federal funds have been invested in land acquisition and improvements which amount to a net investment of $50,011,052 as of September 30, 1968. $172,000,000 in Revenue Bonds have been issued to date for airport improvements. The City Council has recently amended the Airport Boundary line to increase the area by approximately 520 acres. This will provide approximately 7,000 acres within the new airport boundary.

In May, 1955, the City negotiated agreements with seventeen airlines covering their use of the airport and the fees to be paid by them. The City Council approved these agreements of October of that year and the Airport was opened for commercial use. These agreements were superseded by the various Leases and the Agreement referred to on page 11 of this Official Statement.

The present facilities at O'Hare Airport include two terminal buildings and four concourses for domestic airlines and one terminal building and concourse for international airlines, with restaurant and other passenger facilities, control tower, heating plant, automobile parking lot, taxiways, aircraft parking aprons, water system and reservoir, and six runways of the following length: 11,600 feet, 10,000 feet, 10,000 feet, 7,500 feet, 7,415 feet and 5,350 feet. Five new runways are to be constructed in the future, one each year starting in 1970.

### *Proposed Third Major Airport*

Broad discussions have taken place considering the possibility of a third major commercial airport augmenting O'Hare and Midway airports. Preliminary survey and site location studies have been undertaken, but no decision has been reached as to whether the airport will be built or where it would be located.

## GROWTH OF TRAFFIC AT O'HARE AIRPORT

The City's records show that the number of enplaned passengers at O'Hare Airport increased from 865,380 in 1959 to 15,064,403 in 1968. It is estimated that the number of enplaned passengers will approximate 30,000,000 in 1975, which are to be accommodated as a result of the proposed expansion of present facilities which is now in the planning stage.

With the main trunk Airlines operating the jet aircraft of greatly increased passenger capacity at O'Hare Airport, the feeder lines have inaugurated substantial supporting schedules at O'Hare Airport to interconnect with these main trunk line flights.

## DESCRIPTION OF FACILITIES EXISTING AND PROPOSED FOR DEVELOPMENT BY 1975

The expansion program for O'Hare Airport is designed to provide Chicago with greatly expanded airport facilities which will accommodate the new family of jet airliners and the increased volume of passengers which they are expected to carry. The facilities included in the expansion program are considered adequate to handle the expected volume of traffic in the year 1975. The facilities are as follows:

## TERMINAL AREA

### *Terminal Buildings*

Present terminal facilities consist of two terminal buildings with attendant concourses and concrete aprons for parking aircraft. They are rectangular buildings approximately 140 feet in width and 750 feet in length, consisting of two full floors, a mezzanine floor, and a partial basement. General separation of inbound and outbound passengers is obtained by concentrating items relating to each on separate floors. The second floor has the airline ticket counters, offices, waiting areas and general concessions such as a general merchandise store, newsstand, lunch counters and insurance counters. The outbound passengers arrive at the terminal building on the second floor via an elevated roadway. They may proceed past the ticket counters and board the aircraft by means of loading bridges without leaving this level. The first floor is devoted to baggage handling areas, concessions such as taxi offices, hotel reservations, rent-a-car agencies, telegraph counters and other services. The inbound passengers come from the aircraft at the second floor level, but descend to the first floor via escalators to claim their baggage and obtain ground transportation from the terminal.

The Mezzanine floor accommodates airline offices, and airport administrative offices. The partial basement will provide storage space, meter rooms and areas for mechanical equipment. All areas except baggage handling and mechanical equipment areas are air conditioned. A public address system has also been provided.

The old terminal building is being used by International air carriers and government inspection agencies.

Terminal facilities are to be expanded in the future to meet any additional Airlines and public space requirements as traffic reaches the volume projected for 1975.

### *Concourses*

There are four two-story concourses projected from the two terminal buildings with adjacent concrete aprons providing space for parking sixty aircraft. Two of these concourses are straight and are so-called split "Y" units. They consist of an elevated passenger corridor 20 feet wide with small passenger waiting lobbies on either side of the corridor at each airplane "gate" position. This level corresponds to the second floor of the terminal building. The first floor level contains airline operation and departure room for those carriers which prefer not to load passengers from the second floor level with loading bridges. In the center of the split "Y" concourses, there are two floors of additional airline operation spaces with an additional enclosed observation area on the roof which overlooks an open observation deck. Utility tunnels 20 feet wide extend the full length of all concourses at basement level.

Concourses are to be extended in the future from approximately 11,000 lineal feet of existing ramp frontage to approximately 21,000 lineal feet of frontage.

*Restaurant*

The main restaurant is a large circular building located between and connecting with the two new terminal buildings. The basement houses utilities and employees' locker rooms. The first floor accommodates the main central kitchen, storage and an employees' cafeteria. The second floor is devoted to a large coffee shop. A public cafeteria, a small cocktail lounge and a small specialty restaurant are located on the second floor. This level corresponds to the ticketing and waiting room level of the terminal buildings. On a mezzanine floor above, there is a large dining room, a cocktail lounge, small private dining rooms and a large service kitchen. Total seating capacity of the building is approximately 1,600. Additional restaurant facilities will be added to meet the future needs.

## HANGAR AREA

A large tract of land in the northwest section of the Airport has been reserved for hangar facilities. Nine hangars are existing, with additional space available for other hangars in the future. Water, sewers, and power facilities into this area, plus a taxiway and a service roadway exist. Individual hangars are provided with their own water reservoirs to afford adequate fire protection in the area without drawing on the main airport supply for emergencies. (A list of Hangar and Hangar Site Leases is shown on page 11.)

## CARGO AREA

The cargo area located east of the terminal area provides joint cargo facilities for most of the domestic airlines and the Railway Express Agency. There are two joint cargo buildings. One is 70 feet wide and 768 feet long and the other is 48 feet wide and 768 feet long. Concrete aprons adjacent to the joint cargo buildings are sufficient for parking ten aircraft.

Additional cargo buildings that have been constructed include Flying Tiger (36,000 square feet), United Air Lines (142,000 square feet), Trans World Airlines (35,000 square feet), Continental Airlines (142,500 square feet). All buildings have adjacent concrete aprons sufficient for the parking of aircraft, Flying Tiger—six aircraft, United Air Lines—15 aircraft, Trans World Airlines—3 aircraft, Continental Airlines—5 aircraft.

A new cargo area is now being planned to occupy approximately 350 acres to accommodate the future cargo requirements which are urgently needed.

## FUELING SYSTEM

A tank farm area has been established in the northwest corner of the airport beyond the hangar area. Facilities have been provided at this location for unloading and storing fuel. These include facilities for receiving fuel by pipe line, railroad tank car and truck. The tank farm is connected to satellite storage facilities located around the terminal apron and to the hydrants at the aircraft parking positions by a system of underground pipe lines. Fuel is transferred from the tank farm to satellite storage by means of underground pipe lines. Above-ground tanks are available for storing 5,000,000 gallons of fuel. Underground tanks in the satellite areas store 2,000,000 gallons of fuel.

The fueling system now delivers 2,240,000 gallons of fuel per day to the aircraft. The system will be expanded in the future to deliver the estimated requirement of 5,000,000 gallons per day in 1975.

## UTILITIES

The Bureau of Water of the City of Chicago has constructed a 48-inch water main from an existing main to a connection inside the airport. The water main extends to the terminal area reservoir and around the terminal area for fire protection. A water supply from the terminal area is through a 16-inch main around the hangar area, and a branch connection exists to the tank farm area.

The water main extends to the terminal area and is in service through a temporary connection to the existing reservoir. Sanitary sewers and water mains serve the hangar area.

## STORM DRAINAGE IMPROVEMENTS

The drainage system has been constructed to control the rapid run-off from the large paved areas so that it will leave the airport at a predetermined rate which will not inundate the populated areas beyond the Airport.

## AIRPORT MAINTENANCE BUILDING

The Airport Maintenance Building is a one-story structure containing about 38,000 square feet of floor space. It is in the service area and contains a large garage area providing forty parking spaces for large pieces of airport maintenance equipment.

## OTHER IMPROVEMENTS

Other existing facilities include sanitary sewers, a heating and air conditioning plant, a fire station, freight forwarding facilities, rent-a-car areas, in-flight food catering buildings and a telephone exchange building.

Two new fire stations are in the planning stage, expansion of the heating and air conditioning plant will proceed shortly, a site for a hotel has been provided and all facilities of the above nature in general will be expanded to meet the future five year requirements.

## USE OF PROCEEDS

The $52,000,000 principal amount of Chicago-O'Hare International Airport Revenue Bonds, Series of March, 1970, to be issued at the present time will be used for the following purposes:

| | |
|---|---|
| New Parking Facility | $38,947,000 |
| *New Runway including land acquisitions | 13,053,000 |
| Financing costs including legal fees, printing and Depositary's fees | 1,200,000 |
| Contingency Reserve | 2,582,000 |
| | $55,782,000 |
| Less: Estimated earnings from investment of Construction Fund | 3,782,000 |
| Principal amount of Bonds | $52,000,000 |

* Estimate.

## DESCRIPTION OF FACILITIES TO BE CONSTRUCTED FROM THE PROCEEDS OF $52,000,000 REVENUE BONDS, SERIES OF MARCH, 1970

As O'Hare Airport continued to be the world's largest and busiest airport, more development was needed. Increased passenger traffic placed an additional burden upon the already heavily utilized parking facilities. The City was confronted with an eventual decision to further increase the number of parking spaces then available to keep abreast of increased passenger traffic. In accordance with the request of the City, financial feasibility studies were done by Landrum and Brown, Airport Consultants of Cincinnati, Ohio, in 1967 and 1968.

Charles F. Murphy, Consulting Engineer employed by the City of Chicago, together with their consultants, Landrum and Brown, carried forward the work in close cooperation with the City of Chicago.

Charles F. Murphy, Consulting Engineer, on October 9, 1969 certified the estimated costs for the elevated parking facility and the new runway 4R-22L including land acquisition, at $52,000,000.

## PROPOSED ELEVATED PARKING STRUCTURE

With the continued growth of passenger traffic at O'Hare Airport, present parking facilities are overburdened. Parking for approximately 9,250 automobiles will be provided by the proposed six level reinforced concrete structure located in the southern half of the existing center of the terminal complex parking area.

The total area of the parking structure is 3,725,400 square feet. The floor area for the grade level and each of the five supported levels is 574,000 square feet. A 245,000 square foot basement will provide space for future passenger and baggage processing with access, by tunnel, to existing terminal buildings. An elevated roadway of 36,400 square feet will serve as access to the facility at the first supported level.

Vertical vehicular circulation will be provided by two entrance and two exit ramps. Each floor is divided into two sections, east and west and all traffic will be automatically controlled by electronic detectors, counters and signs. A managers office, located on the first level, will house a surveillance panel for traffic controls, a carbon monoxide monitoring panel, standpipe alarm communicator, snow melting and ventilation controls and breaker alarm buttons. Pedestrian circulation will be handled in six centers on each floor, two for each terminal building. Each center will contain a stairway and six electric elevators.

Partial occupancy is scheduled for the spring of 1971 with final completion and total occupancy expected sometime in 1972.

## PROPOSED RUNWAY AND TAXIWAY SYSTEM

A revised airport layout plan has been recently approved by the City Planning Commission which provides for three parallel runways and taxiways in the 4-22 direction and two parallel runways and taxiways in the 9-27 direction. Five major runways exist now. One of the existing runways will be rebuilt to accommodate the heavier load requirements of the aircraft which will be used in the near future. Two of the existing runways will be rebuilt and slightly relocated to accommodate the requirements of terminal expansion within the next four years. Three new runways will be constructed. This, therefore, requires the construction of five new runways and the reconstruction of an existing runway within the next five years. The first of these will be constructed in 1970 from the proceeds of the present bond issue with one new runway to be added in each succeeding year. This will then provide a balance between runway and terminal facilities by 1975. Runway lengths will range from 10,000 feet to 11,600 feet with the ultimate capability to expand at least one runway to 14,000 feet, if required.

Provision is being made to construct a new runway 4R-22L and taxiway system to provide needed additional runway capacity in the southeastern portion of the Airport. The proposed runway 4R-22L to be built in 1970 will accommodate both jet passenger and cargo airliners. The additional runway capacity will help alleviate the burden on the single runway 27L, which is inadequate when cross wind conditions require scheduled traffic to be diverted in this direction.

The new runway surface will be grooved in order to improve friction at critical times when positive control is imperative. The Runway and Taxiway System will consist of a concrete runway 8,070 feet ong by 150 feet wide and a preliminary taxiway connection to the existing hold apron of the 27L unway. Three high speed turnouts strategically located have been provided. The northeasterly end of he runway can be expanded approximately another 1,300 feet. This will require the relocation of Mannheim Road, which is under the State of Illinois' jurisdiction.

The new runway will necessitate the relocation of Illinois Route 19 to a new alignment along the outhern periphery of the airport boundary.

## AUTHORIZATION OF BONDS

The City of Chicago is authorized by the provisions of Sections 102-1 to 102-10, inclusive, of Article 11 of Chapter 24, of the Illinois Revised Statutes, 1969, together with all other laws amendtory thereof and supplemental thereto, to establish, maintain, operate, purchase, construct, reconstruct, xpand and improve public airports and issue revenue bonds to finance the cost thereof. These bonds, eries of March, 1970, authorized to pay the costs of Improvements to Chicago-O'Hare International Airport, are issued in accordance with said Statutes and under and secured by the provisions of an Ordinance adopted by the City Council of the City of Chicago on December 29, 1958 and pursuant to he authority of a Supplemental Ordinance adopted by said City Council on March 25, 1970.

| | | |
|---|---|---|
| his Issue—Series of March, 1970 | | $ 52,000,000 |
| eries of 1959 4¾% | $101,536,000 | |
| eries A of 1961 4¾% | 21,145,000 | |
| eries B of 1961 4¼% | 3,342,000 | |
| eries of 1967 4½% | 4,606,000 | |
| eries of 1968 5% | 17,281,000 | 147,910,000* |
| | | $199,910,000 |

* Balance of original authorizations totalling $172,000,000 outstanding at January 1, 1970.

## SUMMARY OF COVENANTS OF AIRPORT USE AGREEMENT AND LEASES

The City and the respective Airlines listed below have executed the Airport Use Agreement and the Leases listed below as indicated, in each case, opposite the individual Airline's name. Upon delivery of the Bonds, Series of 1959 by the City, the Airport Use Agreement and such Leases became effective, as of January 1, 1959, for a term of 40 years.

| Name of Airline | Airport Use Agreement | Hangar and Hangar Site Lease | Lease of Terminal Facilities | Cargo Building and Site Lease | Joint Cargo Building and Site Lease | Fuel System Lease |
|---|---|---|---|---|---|---|
| Air Canada (1) .............. | * | | * | | * | * |
| Allegheny Airlines, Inc. (2) .... | * | | * | | | * |
| American Airlines, Inc. ......... | * | * | * | | * | * |
| Braniff Airways, Incorporated ... | * | # | * | | * | * |
| Chicago Helicopter Airways, Inc.. | | | * | | | |
| Continental Air Lines, Inc. ..... | * | | * | | * | * |
| Delta Air Lines, Inc. ........... | * | * | * | | * | * |
| Eastern Air Lines, Inc. ......... | * | * | * | | * | * |
| The Flying Tiger Line, Inc. ..... | * | | | * | | * |
| North Central Airlines, Inc. ..... | * | * | * | | | * |
| Northwest Airlines, Inc. ......... | * | # | * | | * | * |
| Ozark Air Lines, Inc. ........... | * | * | * | | * | * |
| Pan American World Airways, Inc. | * | | | | * | * |
| Trans World Airlines, Inc. ....... | * | * | * | | * | * |
| United Air Lines, Inc. (3) ..... | * | * | * | | * | * |

(1) Formerly Trans-Canada Air Lines.

(2) Formerly Lake Central Airlines, Inc.

(3) Capital Airlines, Inc. merged with United Air Lines, Inc.

# Braniff Airways, Incorporated and Northwest Airlines, Inc. are jointly and severally committed under one Hangar and Hangar Site Lease.

Wherever the term "Airline" or "Lessee" is used in the description of the Airport Use Agreement or any Lease mentioned above, it means the Airline which has entered into such Agreement or Lease with the City. Wherever the term "Airline Parties" is used it means those Airlines indicated above as having entered into such Airport Use Agreement together with other Airlines which may enter into such Agreement with the City.

## AIRPORT USE AGREEMENT

The City has executed Airport Use Agreements with the Airlines indicated in the schedule shown above covering the use of the Airport by said Airlines.

### *Covenants to Use Airport*

Each Airline covenants and agrees with the City that subject to such orders, rules and regulations as may be promulgated from time to time by the Federal Government or any agency thereof, it will during each fiscal year any Approved Revenue Bonds are outstanding, use the Airport and provide for fee landings of its aircraft at the Airport; provided, however, that if an Airline does not have terminal building space, this covenant shall be applicable to Airline from and after such time as adequate terminal building space (or adequate cargo building space for The Flying Tiger Line, Inc.) is made available.

*Approved Revenue Bonds*

Approved Revenue Bonds means Bonds, Series of 1959 and any additional Bonds pursuant to the provisions of Section 2.15 of the Ordinance, and Bonds as issued under the provisions of Section 2.16 of the Ordinance and approved on behalf of the Airlines, including Bonds of the Series of March, 1970.

*Grant of Rights*

Each Airline shall have the right and privilege to operate an air transportation system at the Airport, including the use, in common with others, of certain areas and facilities available for common use, subject to rules and regulations promulgated by the City and further subject to the payment of fees and charges.

*Flight Fees for Landing of Aircraft*

Each Airline shall pay the City a Flight Fee for each separate landing (with certain minor exceptions, such as touch-and-go operations) at the Airport of an aircraft operated by such Airline.

*Flight Fee Revenue Requirements*

The Flight Fee Revenue Requirements for any fiscal year during which any Approved Revenue Bonds are outstanding shall mean the excess of Airport Expense for such year over the Revenues (exclusive of all Flight Fees payable for such fiscal year by Airline Parties by reason of fee landings or by application of rentals for passenger ramp areas leased to any Airline as payment on account thereof) for such year under the Ordinance. Airport Expense for any fiscal year, as defined in the Airport Use Agreement, includes:

(a) operation and maintenance expenses, including full provision for all accounts receivable uncollected 30 days after due date,

(b) interest and depreciation on the City's investment in the Airport (other than Government Grants in Aid or proceeds from the sale of Approved Revenue Bonds),

(c) the sum to be deposited in the Reserve Maintenance Account, and

(d) an amount equal to 1.25 times the Principal and Interest Requirements (as such term is defined in the Ordinance) on Approved Revenue Bonds outstanding at the beginning of such fiscal year, and any premium paid on the redemption of such Bonds on July 1 of such fiscal year and January 1 of the succeeding fiscal year or the premiums paid on such Bonds purchased during such fiscal year in the open market or by tender.

*Flight Fee While Any Approved Revenue Bonds are Outstanding*

During each fiscal year the Flight Fee payable to the City for each fee landing of an aircraft shall be such amount per each 1,000 lbs. of the approved maximum landing weight of such aircraft as equals the quotient obtained by dividing (a) the Flight Fee Revenue Requirements for the fiscal year by (b) the number of thousands of pounds of the aggregate approved maximum landing weight of all aircraft operated by all Airline Parties and landed in fee landings, both as estimated by the Airport Consultant prior to January 1 and July 1 of each year.

*Deficiency in Flight Fees While Any Approved Revenue Bonds are Outstanding*

In the event that in any fiscal year the Revenues for such fiscal year (excluding any Flight Fee deficiency for such fiscal year) shall be less than the amount of Airport Expense, the City Comptroller shall, promptly, but not later than January 15, after such fiscal year, furnish to Airlines an estimate of the Revenues and Airport Expense for such year, including an estimate as to whether or not any Flight Fee deficiency exists for such year, and each Airline shall pay its pro rata share of any Flight Fee deficiency for such year shown by such estimate. In the event the Flight Fee deficiency for any fiscal year shown in the audited statement exceeds the Flight Fee deficiency shown in the estimate of the City Comptroller, then each Airline shall pay its pro rata share of such excess.

*Minimum Flight Fee*

Notwithstanding the foregoing provisions, the minimum Flight Fee payable shall at no time be less than $0.06 per each 1,000 lbs. of the approved maximum landing weight of each aircraft.

*Aircraft Parking Fee*

City may charge Airline fees for parking its aircraft in public parking areas in excess of the free period allowed therein and Airline shall pay City a stipulated fee for overtime parking of its cargo aircraft in a public cargo ramp area or its passenger aircraft in a public passenger ramp area.

*Payment of Fees*

City shall, within 15 days following the end of each month, furnish Airline a statement of any Flight Fee and Aircraft Parking Fees payable by it for such month. The amount payable by Airline for any month shall be due and payable on the last day of the next succeeding month.

City shall, as promptly as practicable, furnish to Airline a statement of the amount payable as Airline's pro rata share of any Flight Fee deficiency, which shall be due and payable within 20 days after such statement is mailed or delivered by City.

Under the Leases of Terminal Facilities contemporaneously entered into between City and certain Airlines, City leases to each of such Airlines designated ramp areas and each such Airline agrees to pay certain rentals therefor. The ramp rental payable by each such Airline is the equivalent of a commitment of payment by such Airline of a minimum amount of Flight Fees. Therefore, any amount payable by such Airline as rental for any month for passenger ramp areas shall be applied, as provided in the Airport Use Agreement, against amounts payable by such Airline under such Agreement for Flight Fees.

## PARKING FACILITY LEASE

City has entered into a lease with the 14 Airlines, noted on page 11 as having executed the Airport Use Agreement (with the exception of the Flying Tiger Line, Inc.) for certain premises at the Airport and agreed to cause a facility for the parking of motor vehicles to be constructed thereon. It has also agreed to cause a 4R-22L Runway to be constructed at the Airport. Airlines have appointed the City as their agent to operate the facility which City may do through a concessionaire.

In summary this lease provides for:

1. A term extending until January 1, 1999, or the date on which no Revenue Bonds of this or any previous series issued pursuant to the Ordinance, as supplemented, or any subsequent series issued pursuant to section 2.16 of the Ordinance for construction of additional improvements and extension of the Airport, shall be outstanding.
2. Annual rental payments by the Airlines of $4,836,891 beginning in 1973. The annual revenue derived by the City from operation of the premises, after deduction of operation and maintenance expense or concessionaires' approved expenses and compensation and leasehold or other property or use taxes, if any, levied or assessed against concessionaires' or other occupants' interests in the premises, is to be credited against the rental payments.
3. Charge of reasonable Parking Fees intended to provide a credit to the Airlines not less than the total annual rental payments.
4. The City to cause the following amounts and forms of insurance to be kept in force for the leased premises:

   Comprehensive Public Liability Insurance:
   - $500,000 per person
   - $5,000,000 per accident

   Comprehensive Property Damage Insurance:
   - $500,000 per accident

Builders' Risk Insurance: (until completion of the improvements)

A. Comprehensive Public Liability and Property Damage in the minimum amounts above.

B. Fire and extended coverage and vandalism for the full insurable value of the construction as it progresses.

Casualty Insurance: (after completion of the improvements)

A. Fire and extended coverage equal to 100% of the replacement value of the Motor Vehicle Parking Facility without deduction for depreciation.

B. Coverage against loss of rental or other income as a result of any interruption in the operation of the improvements due to the insured causes.

5. In the event the Airport shall be closed for the landing or taking off of all turbo jet powered aircraft operated by the Airlines which are landing or taking off in normal operations at a comparable airport or airports at the time the rentals shall abate during the period of such closing but only to the extent sufficient moneys are in the Emergency Reserve Account available for use under the Ordinance.

The foregoing summary is subject to the detailed provisions of the Lease, copies of which are available for inspection at the office of the City Comptroller.

## SUMMARY OF GENERAL COVENANTS APPLICABLE TO AIRPORT USE AGREEMENT AND LEASES

### *Rentals*

The rentals stipulated in the various Leases are payable for the respective periods therein provided.

The City and the Lessees, under the various Leases agree that so long as any Approved Revenue Bonds are outstanding, the rentals stipulated therein shall not be reduced. All amounts payable to the City under the terms of the Use Agreement and the Leases shall be paid at the office of the City Comptroller, and if not paid when due, shall bear interest at the rate of 7% per annum until paid.

### *Ingress and Egress*

Subject to rules and regulations promulgated by the City, the Lessees shall have the rights and privileges over the Airport of ingress to and egress from the demised premises, as set forth in detail in the respective Leases, including the right to install, maintain, use and operate facilities and equipment on the Airport and the right to connect the leased premises with any taxiways, roadways, water lines, sewer lines, drainage ditches and utility lines being furnished by the City.

### *Construction, Maintenance and Repair by Lessee*

Lessee may construct or install, at its own expense, any improvements, facilities and equipment, in any premises leased to it for its sole exclusive use. Lessee, together with other Lessees of such premises, may construct or install at its or their own expense, any buildings, improvements, facilities and equipment in any premises leased to it and such Lessees for their common use. All such construction or installation shall be made only after obtaining the approval of the Commissioner of Public Works of the plans and specifications and obtaining requisite building or construction licenses or permits. All buildings and permanent improvements constructed or installed by Lessee shall become the property of the City upon completion of construction. Lessee shall keep and maintain all buildings, improvements and facilities and additions thereto, constructed or installed by Lessee on the leased premises in good condition and repair.

Lessee shall keep buildings and improvements constructed by the City on leased premises in the Hangar or Cargo Areas or a part of the Fueling System in good condition and repair, subject to the provisions herein summarized under the subheading "Insurance After Completion of Construction."

Lessee shall keep the leased premises, all construction completed and installations made by City, and all construction and installations made by Lessee in a sanitary and sightly condition, and shall comply with all applicable health and safety requirements.

### *Use of Premises on Behalf of or by Others*

Any of the premises leased to a Lessee may also be used, in whole or in part, by Lessee on behalf of or in conjunction with any other Airline Party or Parties in connection with the conduct of air transportation to the same extent as Lessee is entitled to use such premises in its own behalf. Lessee shall also be entitled to sublease any of such premises, in whole (subject to the prior approval of City) or in part, to any other Airline Party or Parties.

In case of any use of any of such premises by Lessee on behalf of or in conjunction with any other Airline Party or Parties, or in the case of any sublease of any of such premises, Lessee shall remain liable for its obligations under said Lease.

Notwithstanding the foregoing, no use of any of the premises leased may be made by Lessee on behalf of or in conjunction with any other Airline Party or Parties, and no sublease of any part of such premises may be made by Lessee, except in each case with the consent of the Commissioner of Aviation, if such use or sublease involves payment to Lessee by such other Airline Party or sublessee of an amount greater than Lessee's expenses.

### *Maintenance and Operation by City*

City shall maintain and keep in good condition and repair all buildings, roadways, taxiways, water lines, sewer lines, drainage ditches, additions, improvements, facilities and equipment now or hereafter provided by City for common use, serving any leased premises but located outside the leased premises.

City shall operate the Airport in accordance with the rules and regulations and with standards and ratings for airports of similar size and character issued by the Federal Aviation Administration. City shall also operate the Airport in a manner so as to produce revenues of a nature and amount which would be produced by a reasonably prudent operator.

City shall use its best efforts in the selection of an operator for the purpose of providing transportation service to and from the Airport of passengers and their baggage in a satisfactory and efficient manner.

City shall use its best efforts to keep the Airport open and in operation for landings and take-offs of aircraft of any type using facilities similar to those at the Airport. City shall maintain order at the Airport.

*Covenant Against Liens*

Lessees shall keep the leased premises and the buildings, improvements and facilities free and clear of any and all liens in any way arising out of the action, or use thereof by Lessee; provided, however, that Lessee may in good faith contest the validity of any lien.

*Rules and Regulations*

Each Lessee or Airline Party shall observe and obey all rules and regulations governing the conduct and operation of the Airport, promulgated from time to time by the City, which are reasonably required for the prudent and efficient operation of the Airport and are not inconsistent with the reasonable exercise by Lessee or Airline Party of any right or privilege granted to it under any agreement between said Lessee or Airline Party and City relating to the Airport, nor inconsistent with safety nor with the rules and regulations of any Federal or State agency having jurisdiction with respect thereto, nor inconsistent with the procedures prescribed or approved from time to time by the Federal Aviation Administration or any other governmental authority having jurisdiction over operations at the Airport.

City, however, shall have no control over the rates, fares or charges that any Lessee or Airline Party may prescribe in connection with its conduct of an air transportation business.

*Liability Arising from Act of Lessees and Airline Parties*

Each Lessee or Airline Party shall, at its own expense, keep in force insurance of the following types and in not less than the following amounts, insuring Lessee or Airline Party and City against all liabilities for accidents arising out of or in connection with Lessee's or Airline Party's use and occupancy of and operations at the Airport, except when caused by City's negligence alone or jointly with any person other than such Lessee or Airline Party, its agents, contractors and sub-contractors, and shall furnish to City certificates evidencing such insurance, naming City as an additional assured thereunder, subject to certain limitations in respect of City's negligence, to-wit:

| | |
|---|---|
| Aircraft Public Liability Insurance ............ | $ 100,000 per person |
| | $1,000,000 per accident |
| Aircraft Property Damage Insurance ............ | $ 200,000 per accident |
| Comprehensive Public Liability Insurance ........ | $ 100,000 per person |
| | $ 250,000 per accident |
| Comprehensive Property Damage Insurance ..... | $ 100,000 per accident |

The foregoing requirements for insurance apply to the Use Agreement and all Leases except the Fueling System Lease in which the type and limits are as follows:

| | |
|---|---|
| Comprehensive Public Liability Insurance ........... | $ 200,000 per person |
| | $5,000,000 per accident |
| Comprehensive Property Damage Insurance ......... | $5,000,000 per accident |

*Insurance During Construction*

The City shall, until the date of completion of Improvements, as certified by the Consulting Engineer, keep in force public liability and property damage insurance, insuring City, in the amounts specified in the Use Agreement and the Leases and also builder's risk insurance. City may cause such insurance to be effected in whole or in part by the contractors performing the construction work, but, in any event, the cost of such insurance shall be deemed a part of the cost of construction.

*Insurance After Completion of Construction*

A Lessee is required to bear the cost of insurance maintained by the City on Improvements (excluding the Terminal facilities) following construction thereof, consisting of a so-called "fire and extended coverage policy or policies," not exceeding, without consent of such Lessee, 80% of the full insurable value thereof. All such insurance policies shall name City and such Lessee as insureds, and shall provide that proceeds of such insurance shall be payable to City and such policies shall be deposited with the City Comptroller.

Should any building or improvement constructed by the City on the premises leased to a Lessee be damaged or destroyed on or after the date upon which the completion of the buildings and improvements is certified by the Consulting Engineer, and if any insurance proceeds are payable by reason thereof, City shall immediately after such damage or destruction cause plans and specifications and an estimate of cost for repairing, replacing or reconstructing the damaged or destroyed property to be prepared. Lessee shall be consulted for its suggestions before any such plans and specifications are approved. Such insurance proceeds shall be applied, as promptly as practicable, to the repair, replacement or reconstruction of the damaged property. If such proceeds are more than sufficient for such purpose, the balance remaining shall be transferred to the credit of the Sinking Fund Account. If such insurance proceeds are insufficient for such purpose, the deficiency shall be supplied by City from any moneys in the Reserve Maintenance Account.

*Abatement of Rentals in Event of Closing*

In the event that the Airport shall be closed for any period of time by any order or direction of City or any other governmental authority or agency, or by any order or direction of any court of competent jurisdiction, while any Approved Revenue Bonds are outstanding, then to the extent, but only to the extent, that sufficient moneys are then held to the credit of the Emergency Reserve Account under the Ordinance, the rentals provided in the Leases as payable by Lessees shall abate for the period of such closing.

In the event the Airport shall be so closed for the landing or taking off of all turbo jet powered aircraft, which at the time are landing or taking off, in the course of normal operations, at one or more airports having facilities similar to those at the Airport, but shall not be closed to the landing or taking off of other aircraft operated by any Airline Parties, while any Approved Revenue Bonds are outstanding, then 50% of the rentals payable by Lessees under the Leases shall abate for the period of such closing, but in no event for more than 6 months for any single closing, in any fiscal year, to the extent but only to the extent that sufficient moneys are then held to the credit of the Emergency Reserve Account.

*Termination by City*

City may terminate the Leases or the Airport Use Agreement by giving sixty (60) days advance notice upon or after the happening and during the continuance of any one of the following events:

(a) The filing by Airline of a voluntary petition in bankruptcy.

(b) The institution of proceedings in bankruptcy against Airline and the final adjudication of Airline as a bankrupt pursuant to such proceedings.

(c) The taking by a court of competent jurisdiction for a period of sixty (60) days of all or substantially all of Airline's assets pursuant to proceedings brought under the provisions of any Federal reorganization act.

(d) The appointment of a receiver of all or substantially all of Airline's assets and Airline's failure to vacate such appointment within sixty (60) days thereafter.

(e) The assignment by Airline of its assets for the benefit of its creditors.

(f) The abandonment by Airline of its conduct of air transportation at the Airport.

(g) The default by Airline in the performance of any covenant or agreement required to be performed by Airline and the failure of Airline to remedy such default, or to take prompt action to remedy such default, within a period of sixty (60) days after receipt from City of notice to remedy the same.

*Termination by Airline*

Airline may not terminate its Leases or the Airport Use Agreement so long as any Approved Revenue Bonds are outstanding.

## SOURCES OF ANNUAL GROSS REVENUE

The following table shows the various sources of the annual gross revenue for the years 1959 through 1968 and estimated for 1969.

| Fiscal Year Beginning January 1 | Fixed Rentals Under Leases Including Ramp Area Rentals | Concession Revenue | Miscellaneous Revenue | Flight Fees Excluding Ramp Area Rentals(1) | Total Gross Revenue |
|---|---|---|---|---|---|
| 1959 | $ 267,529 | $ 590,724 | $ 64,903 | $1,767,943 | $ 2,691,099 |
| 1960 | 261,372 | 1,258,474 | 71,088 | 1,395,396 | 2,986,330 |
| 1961 | 260,667 | 1,864,390 | 68,366 | 3,257,242 | 5,450,665 |
| 1962 | 9,775,647 | 3,122,953 | 150,500 | 5,867,394 | 18,916,494 |
| 1963 | 10,090,130 | 3,991,505 | 298,176 | 8,069,658 | 22,449,469 |
| 1964 | 10,531,918 | 4,761,555 | 550,395 | 6,172,147 | 22,016,015 |
| 1965 | 10,546,583 | 5,568,390 | 835,047 | 6,105,386 | 23,055,406 |
| 1966 | 10,564,909 | 6,472,627 | 881,107 | 5,166,752 | 23,085,395 |
| 1967 | 10,893,172 | 7,491,957 | 986,431 | 8,008,665 | 27,380,225 |
| 1968 (2) | 11,874,732 | 8,211,570 | 1,055,900 | 8,906,044 | 30,048,246 |
| 1969 est. | 12,582,000 | 9,185,000 | 1,613,000 | 9,454,000 | 32,834,000 |

(1) Includes fees carried forward from previous year.

(2) There are appended to this Official Statement abstracts from the Chicago-O'Hare International Airport Financial Statements for the year ended December 31, 1968 setting forth certain financial information and statistics.

## REVENUES AND OPERATION AND MAINTENANCE EXPENSES

The following schedule shows the yearly Total Gross Revenues, Operation and Maintenance Expense and resulting Net Revenues available, in accordance with the order of priority of accounts set forth in the Ordinance, for debt service on the Bonds. Also shown are the amounts allocated annually to the Reserve Maintenance Account and the Emergency Reserve Account after providing for Debt Service—the required deposits to the Interest Account, Minimum Sinking Fund Payment and Debt Service Reserve Account. These are actual figures for the years 1959 through 1968, and as estimated for 1969.

| Beginning Fiscal Year January 1 | Total Gross Revenue | Operation and Maintenance Expense(1) | Net Revenues* Available For Debt Service | Debt Service | Reserve Maintenance Account(2) | Emergency Reserve Account(2) |
|---|---|---|---|---|---|---|
| 1959 ...... | $ 2,691,099 | $ 1,507,711 | $ 1,183,388 | $ –0– | $ 20,000 | $ 726,555 |
| 1960 ...... | 2,986,330 | 2,160,126 | 826,204 | –0– | 20,000 | 897,360 |
| 1961 ...... | 5,450,665 | 3,620,433 | 1,830,232 | –0– | 20,000 | 882,029 |
| 1962 ...... | 18,916,494 | 5,337,332 | 13,579,162 | 10,970,754 | 745,000 | 915,007 |
| 1963 ...... | 22,449,469 | 6,906,980 | 15,542,489 | 11,130,923 | 745,000 | 967,517 |
| 1964 ...... | 22,016,015 | 7,448,759 | 14,567,256 | 11,130,923 | 745,000 | 881,564 |
| 1965 ...... | 23,055,406 | 8,767,024 | 14,288,382 | 10,661,378 | 745,000 | 880,649 |
| 1966 ...... | 23,085,395 | 9,938,812 | 13,146,583 | 8,815,138 | 745,000 | 888,108 |
| 1967 ...... | 27,380,224 | 13,271,087 | 14,109,138 | 8,681,280 | 506,304(3) | 857,668 |
| 1968 ...... | 30,048,246 | 12,458,539 | 17,589,707 | 9,237,774 | 860,000 | 887,451 |
| 1969 est. ... | 32,834,000 | 14,861,000 | 17,973,000 | 10,151,100 | 860,000 | 1,000,000 |

* As defined in the ordinance.

(1) Includes certain capital expenditures for improvements and engineering. While the Bond Ordinance does not permit the use of operating revenues for capital improvements or other expenditures not directly related to the operation of the Airport, the Airlines' Representative has agreed to this practice which has the effect of increasing flight fee requirements.

(2) Actual deposits made to the Reserve Maintenance and Emergency Reserve Accounts. This does not include interest earned on investments in the two accounts. By ordinance such interest remains in these accounts and does not affect the amount to be transferred to said accounts in any fiscal year from Revenues.

(3) The Reserve Maintenance Account became fully funded in 1967. Subsequent use of funds for major repairs has necessitated further contributions.

Under the terms of the Airport Use Agreement entered into between the city and the various Airlines, the Airlines covenant to use O'Hare Airport and agree to pay, in each fiscal year, sufficient Flight Fees for their fee landings, so that with revenues derived from fixed rentals payable under the Leases, from concessions and from any other source, the gross revenues at the Airport will equal the sum of Operation and Maintenance Expenses, the amounts to be allocated to the Reserve Maintenance and Emergency Reserve Accounts and an amount equal to 1.25 times the Principal and Interest Requirements, as defined in the Ordinance, on the Approved Revenue Bonds outstanding at the beginning of each fiscal year, and the amount of any premiums paid on such Bonds retired by January 1 of the succeeding fiscal year.

## ESTIMATED COVERAGE OF DEBT SERVICE

### Chicago-O'Hare International Airport, Revenue Bonds

### 6.80% Series of March, 1970

| | | $120,000,000 Series of 1959 | | $25,000,000 Series A of 1961 | | $4,000,000 Series B of 1961 | |
|---|---|---|---|---|---|---|---|
| Fiscal Year Beginning Jan. 1 | Estimated Net Revenues | 4¾% Interest Requirement | Minimum Sinking Fund Payment | 4¾% Interest Requirement | Minimum Sinking Fund Payment | 4¼% Interest Requirement | Minimum Sinking Fund Payment |
| 1970 | $20,606,533 | $4,822,960 | $ 1,870,000 | $1,004,388 | $ 390,000 | $142,035 | $ 67,000 |
| 1971 | 20,606,533 | 4,734,135 | 1,959,000 | 985,863 | 408,000 | 139,188 | 70,000 |
| 1972 | 20,606,533 | 4,641,082 | 2,052,000 | 966,483 | 427,000 | 136,213 | 73,000 |
| 1973 | 20,606,533 | 4,543,612 | 2,149,000 | 946,201 | 448,000 | 133,110 | 76,000 |
| 1974 | 20,606,533 | 4,441,535 | 2,251,000 | 924,921 | 469,000 | 129,880 | 79,000 |
| 1975 | 20,606,533 | 4,334,612 | 2,358,000 | 902,643 | 491,000 | 126,523 | 83,000 |
| 1976 | 20,606,533 | 4,222,607 | 2,470,000 | 879,321 | 515,000 | 122,995 | 86,000 |
| 1977 | 20,606,533 | 4,105,282 | 2,588,000 | 854,858 | 539,000 | 119,340 | 90,000 |
| 1978 | 20,606,533 | 3,982,352 | 2,711,000 | 829,256 | 565,000 | 115,515 | 94,000 |
| 1979 | 20,606,533 | 3,853,580 | 2,839,000 | 802,418 | 592,000 | 111,520 | 98,000 |
| 1980 | 20,606,533 | 3,718,727 | 2,974,000 | 774,298 | 620,000 | 107,355 | 102,000 |
| 1981 | 20,606,533 | 3,577,462 | 3,116,000 | 744,848 | 649,000 | 103,020 | 106,000 |
| 1982 | 20,606,533 | 3,429,452 | 3,263,000 | 714,021 | 680,000 | 98,515 | 111,000 |
| 1983 | 20,606,533 | 3,274,460 | 3,418,000 | 681,721 | 712,000 | 93,798 | 115,000 |
| 1984 | 20,606,533 | 3,112,105 | 3,581,000 | 647,901 | 746,000 | 88,910 | 120,000 |
| 1985 | 20,606,533 | 2,942,007 | 3,751,000 | 612,466 | 781,000 | 83,810 | 125,000 |
| 1986 | 20,606,533 | 2,763,835 | 3,929,000 | 575,368 | 819,000 | 78,498 | 131,000 |
| 1987 | 20,606,533 | 2,577,207 | 4,116,000 | 536,466 | 857,000 | 72,930 | 136,000 |
| 1988 | 20,606,533 | 2,381,697 | 4,311,000 | 495,758 | 898,000 | 67,150 | 142,000 |
| 1989 | 20,606,533 | 2,176,925 | 4,516,000 | 453,103 | 941,000 | 61,115 | 148,000 |
| 1990 | 20,606,533 | 1,962,415 | 4,730,000 | 408,406 | 985,000 | 54,825 | 154,000 |
| 1991 | 20,606,533 | 1,737,740 | 4,955,000 | 361,618 | 1,032,000 | 48,280 | 161,000 |
| 1992 | 20,606,533 | 1,502,377 | 5,191,000 | 312,598 | 1,081,000 | 41,438 | 168,000 |
| 1993 | 20,606,533 | 1,255,805 | 5,437,000 | 261,251 | 1,133,000 | 34,298 | 175,000 |
| 1994 | 20,606,533 | 997,547 | 5,695,000 | 207,433 | 1,186,000 | 26,860 | 182,000 |
| 1995 | 20,606,533 | 727,035 | 5,966,000 | 151,098 | 1,243,000 | 19,125 | 190,000 |
| 1996 | 20,606,533 | 443,650 | 6,249,000 | 92,056 | 1,302,000 | 11,050 | 198,000 |
| 1997 | 20,606,533 | 146,822 | 3,091,000 | 30,211 | 636,000 | 2,635 | 62,000 |
| 1998 | 20,606,533 | | | | | | |
| Outstanding Balance January 1, 1970 | | | $101,536,000 | | $21,145,000 | | $3,342,000 |

## ESTIMATED COVERAGE OF DEBT SERVICE

### Chicago-O'Hare International Airport, Revenue Bonds

### 6.80% Series of March, 1970

| Fiscal Year Beginning Jan. 1 | $5,000,000 Series of 1967 | | $18,000,000 Series of 1968 | | $52,000,000 Series of March, 1970 | | | |
|---|---|---|---|---|---|---|---|---|
| | 4½% Interest Requirement | Minimum Sinking Fund Payment | 5% Interest Requirement | Minimum Sinking Fund Payment | 6.80% Interest Requirement | Minimum Sinking Fund Payment | Total Debt Service | Times Debt Service Earned(a) |
| 1970 | $207,270 | $ 85,000 | $864,050 | $ 285,000 | $2,946,666 | -0- | $12,684,369 | 1.62 |
| 1971 | 203,445 | 90,000 | 849,800 | 300,000 | 3,536,000 | -0- | 13,275,431 | 1.55 |
| 1972 | 199,395 | 90,000 | 834,800 | 315,000 | 3,536,000 | -0- | 13,270,973 | 1.55 |
| 1973 | 195,345 | 95,000 | 819,050 | 330,000 | 3,536,000 | $ 780,000 | 14,051,138 | 1.47 |
| 1974 | 191,070 | 100,000 | 802,550 | 345,000 | 3,482,960 | 835,000 | 14,051,916 | 1.47 |
| 1975 | 186,570 | 105,000 | 785,300 | 365,000 | 3,426,180 | 890,000 | 14,053,828 | 1.47 |
| 1976 | 181,845 | 110,000 | 767,050 | 380,000 | 3,365,660 | 950,000 | 14,050,478 | 1.47 |
| 1977 | 176,895 | 115,000 | 748,050 | 400,000 | 3,301,060 | 1,015,000 | 14,052,485 | 1.47 |
| 1978 | 171,720 | 120,000 | 728,050 | 420,000 | 3,232,040 | 1,085,000 | 14,053,933 | 1.47 |
| 1979 | 166,320 | 125,000 | 707,050 | 440,000 | 3,158,260 | 1,155,000 | 14,048,148 | 1.47 |
| 1980 | 160,695 | 130,000 | 685,050 | 465,000 | 3,079,720 | 1,235,000 | 14,051,845 | 1.47 |
| 1981 | 154,845 | 135,000 | 661,800 | 485,000 | 2,995,740 | 1,320,000 | 14,048,715 | 1.47 |
| 1982 | 148,770 | 145,000 | 637,550 | 510,000 | 2,905,980 | 1,410,000 | 14,053,288 | 1.47 |
| 1983 | 142,245 | 150,000 | 612,050 | 535,000 | 2,810,100 | 1,505,000 | 14,049,374 | 1.47 |
| 1984 | 135,495 | 155,000 | 585,300 | 565,000 | 2,707,760 | 1,610,000 | 14,054,471 | 1.47 |
| 1985 | 128,520 | 165,000 | 557,050 | 590,000 | 2,598,280 | 1,720,000 | 14,054,133 | 1.47 |
| 1986 | 121,095 | 170,000 | 527,550 | 620,000 | 2,481,320 | 1,835,000 | 14,051,666 | 1.47 |
| 1987 | 113,445 | 180,000 | 496,550 | 650,000 | 2,356,540 | 1,960,000 | 14,052,138 | 1.47 |
| 1988 | 105,345 | 185,000 | 464,050 | 685,000 | 2,223,260 | 2,095,000 | 14,053,260 | 1.47 |
| 1989 | 97,020 | 195,000 | 429,800 | 720,000 | 2,080,800 | 2,235,000 | 14,053,763 | 1.47 |
| 1990 | 88,245 | 205,000 | 393,800 | 755,000 | 1,928,820 | 2,390,000 | 14,055,511 | 1.47 |
| 1991 | 79,020 | 215,000 | 356,050 | 795,000 | 1,766,300 | 2,550,000 | 14,057,008 | 1.47 |
| 1992 | 69,345 | 220,000 | 316,300 | 830,000 | 1,592,900 | 2,725,000 | 14,049,958 | 1.47 |
| 1993 | 59,445 | 230,000 | 274,800 | 875,000 | 1,407,600 | 2,910,000 | 14,053,199 | 1.47 |
| 1994 | 49,095 | 245,000 | 231,050 | 920,000 | 1,209,720 | 3,105,000 | 14,054,705 | 1.47 |
| 1995 | 38,070 | 255,000 | 185,050 | 965,000 | 998,580 | 3,320,000 | 14,057,958 | 1.47 |
| 1996 | 26,595 | 265,000 | 136,800 | 1,010,000 | 772,820 | 3,540,000 | 14,046,971 | 1.47 |
| 1997 | 14,670 | 275,000 | 86,300 | 1,060,000 | 532,100 | 3,785,000 | 9,721,738 | 2.12 |
| 1998 | 2,295 | 51,000 | 33,300 | 666,000 | 274,720 | 4,040,000 | 5,067,315 | 4.07 |
| | | $4,606,000 | | $17,281,000 | | $52,000,000 | | |

(a) Although estimated net revenues cover debt service as indicated, revenues can not be applied, over and above the amount of the annual Minimum Sinking Fund Payment, to the accelerated retirement of Bonds in any fiscal year, until the Reserve Maintenance Account and Emergency Reserve Account have been credited with their respective required amounts.

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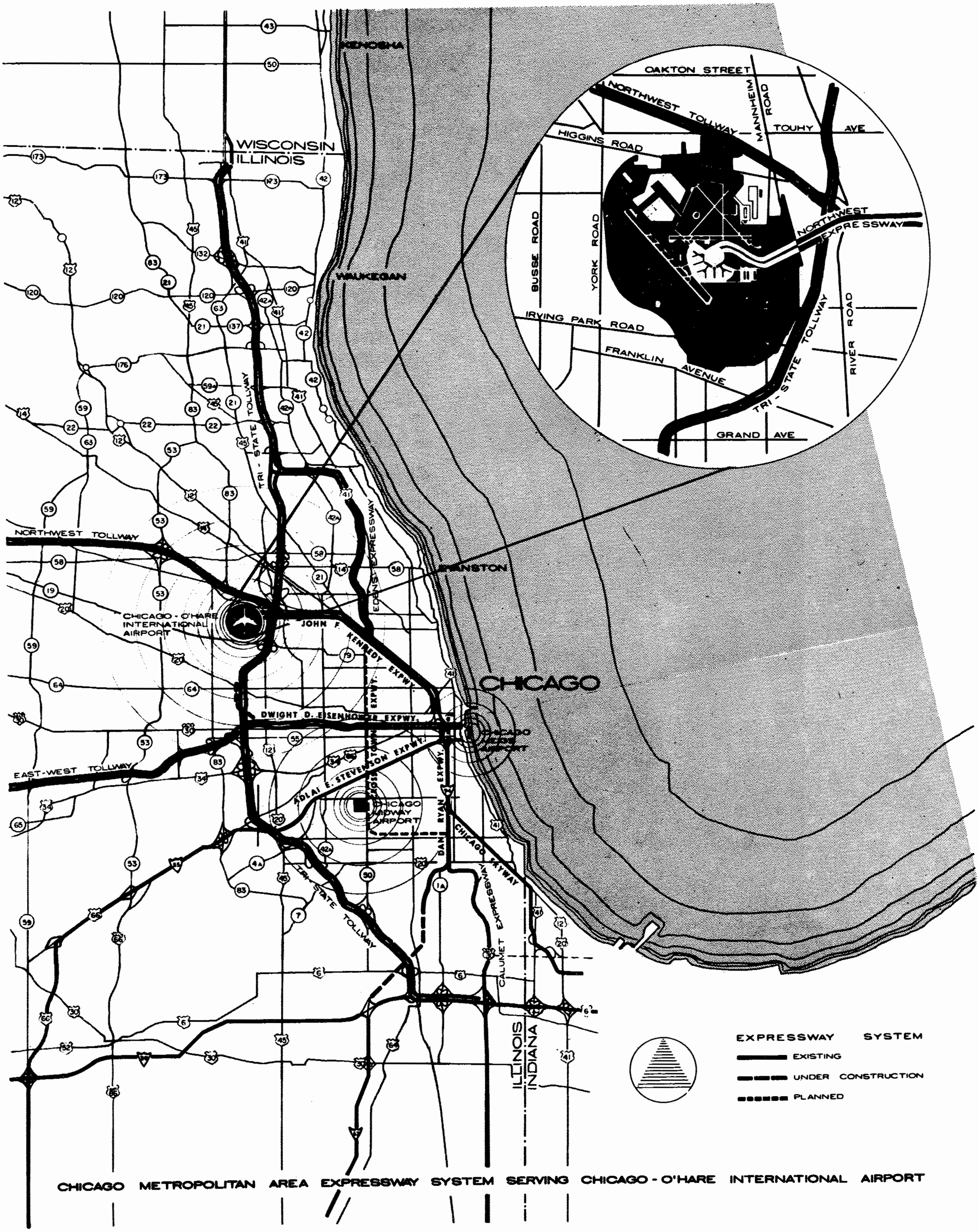
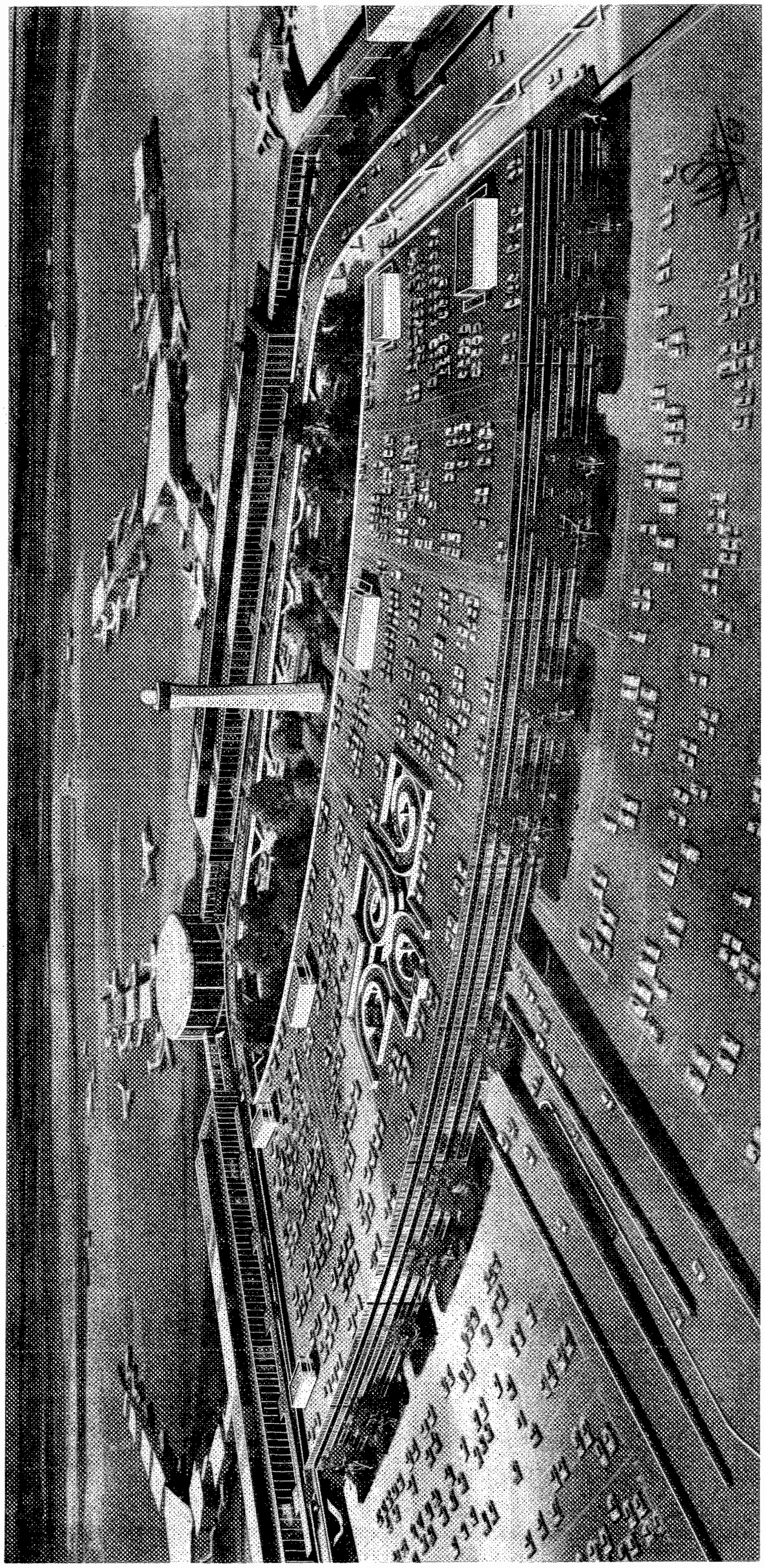
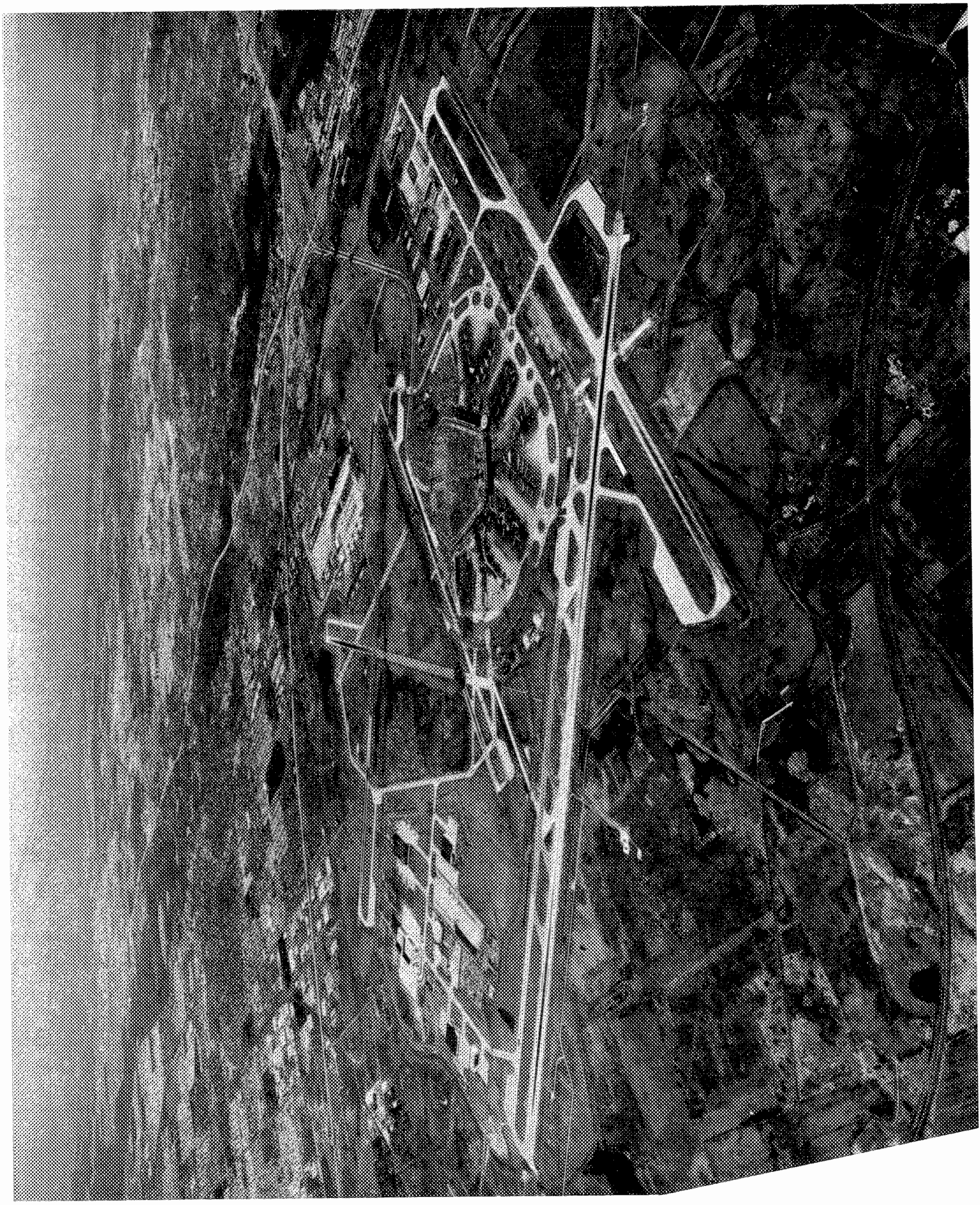

KENOSHA
WISCONSIN
ILLINOIS
WAUKEGAN
TRI-STATE TOLLWAY
EDENS EXPRESSWAY
NORTHWEST TOLLWAY
EVANSTON
CHICAGO-O'HARE INTERNATIONAL AIRPORT
JOHN F. KENNEDY EXPWY.
CHICAGO
DWIGHT D. EISENHOWER EXPWY.
CHICAGO MIDWAY AIRPORT
CHICAGO MEIGS AIRPORT
EAST-WEST TOLLWAY
ADLAI E. STEVENSON EXPWY.
CROSSTOWN EXPWY.
DAN RYAN EXPWY.
CHICAGO SKYWAY
CALUMET EXPRESSWAY
TRI-STATE TOLLWAY
ILLINOIS
INDIANA
OAKTON STREET
NORTHWEST TOLLWAY
MANNHEIM ROAD
TOUHY AVE
HIGGINS ROAD
NORTHWEST EXPRESSWAY
BUSSE ROAD
YORK ROAD
IRVING PARK ROAD
FRANKLIN AVENUE
RIVER ROAD
TRI-STATE TOLLWAY
GRAND AVE
EXPRESSWAY SYSTEM
EXISTING
UNDER CONSTRUCTION
PLANNED

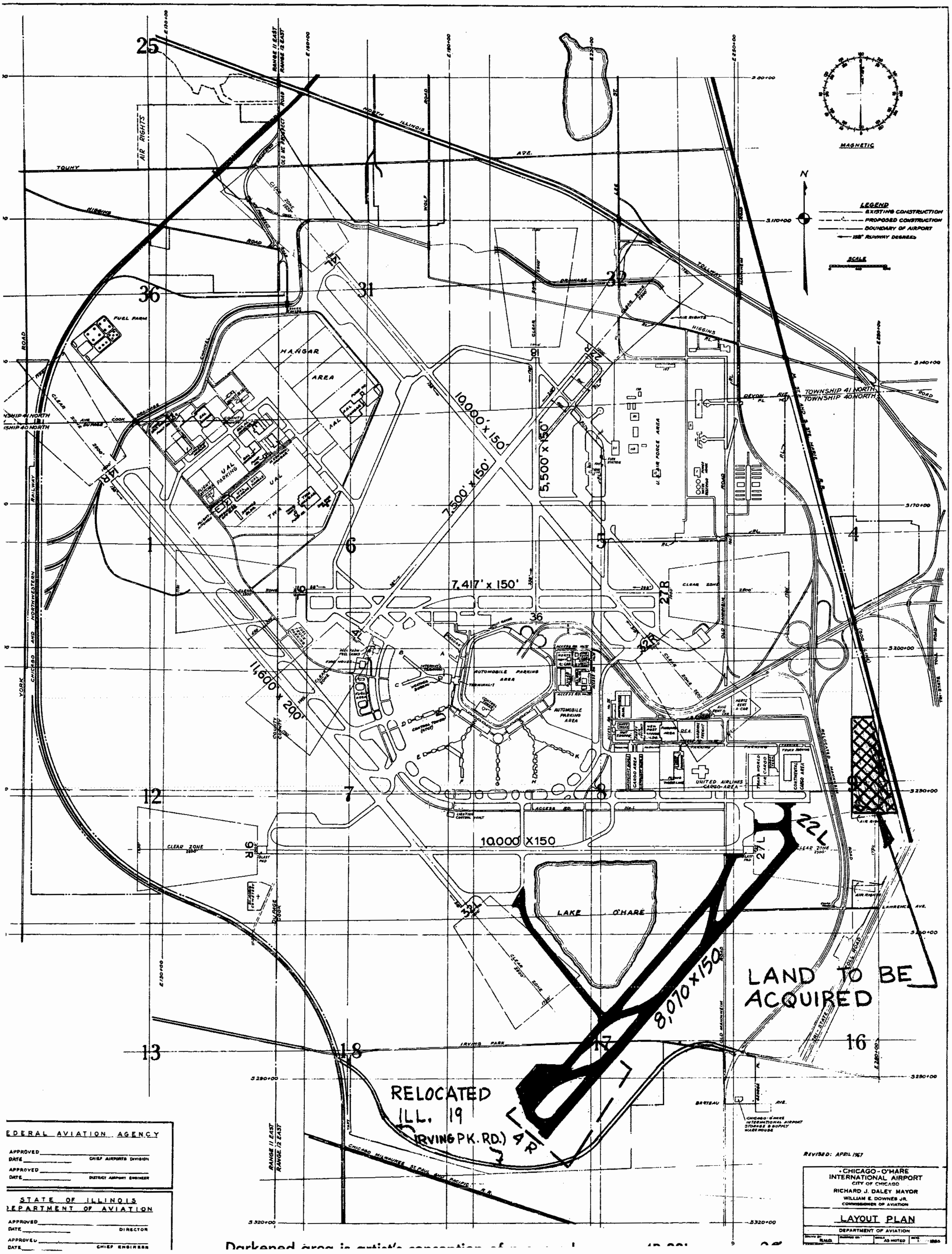
CHICAGO METROPOLITAN AREA EXPRESSWAY SYSTEM SERVING CHICAGO-O'HARE INTERNATIONAL AIRPORT



Picture of artist's rendering of parking facility. View is looking south indicating FAA Control Tower and Terminal Buildings 1 & 2 and Rotunda, together with Concourses E, F, G & H. Parking facility will occupy approximately one-third of existing parking lot; remaining two-thirds will remain available for grade level parking.



Aerial View of Chicago-O'Hare International Airport Complex. View is looking towards the northeast.



25
36
1
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9
TOUHY AVE.
HIGGINS ROAD
NORTH ILLINOIS TOLLWAY
AIR RIGHTS
FUEL FARM
HANGAR AREA
UAL
UAL PARKING
TWA
AAL
CLEAR ZONE
14R
14L
10,000' x 150'
7,500' x 150'
5,500' x 150'
7,417' x 150'
11,600' x 200'
10,000' X150
8,070' X150
18
36
27R
27L
32L
32R
9R
22L
4R
AUTOMOBILE PARKING AREA
TERMINAL-1
CONTROL TOWER
U.S. AIR FORCE AREA
UNITED AIRLINES CARGO AREA
LAKE O'HARE
LAWRENCE AVE.
IRVING PARK
BARTEAU AVE.
DEVON AVE.
TOWNSHIP 41 NORTH
TOWNSHIP 40 NORTH
RANGE 11 EAST
RANGE 12 EAST
YORK ROAD
CHICAGO AND NORTHWESTERN RAILWAY
CHICAGO MILWAUKEE ST. PAUL AND PACIFIC R.R.
OLD MANNHEIM
MANNHEIM ROAD
RELOCATED MANNHEIM
TRI-STATE
DUPAGE COOK
WOLF ROAD
LAND TO BE ACQUIRED
RELOCATED ILL. 19 (IRVING PK. RD.)
MAGNETIC
N
LEGEND
EXISTING CONSTRUCTION
PROPOSED CONSTRUCTION
BOUNDARY OF AIRPORT
138° RUNWAY DEGREES
SCALE
CHICAGO-O'HARE INTERNATIONAL AIRPORT STORAGE & SUPPLY WAREHOUSE
FEDERAL AVIATION AGENCY
APPROVED
DATE
CHIEF AIRPORTS DIVISION
APPROVED
DATE
DISTRICT AIRPORT ENGINEER
STATE OF ILLINOIS
DEPARTMENT OF AVIATION
APPROVED
DATE
DIRECTOR
APPROVED
DATE
CHIEF ENGINEER
REVISED: APRIL 1967
CHICAGO-O'HARE INTERNATIONAL AIRPORT
CITY OF CHICAGO
RICHARD J. DALEY MAYOR
WILLIAM E. DOWNES JR.
COMMISSIONER OF AVIATION
LAYOUT PLAN
DEPARTMENT OF AVIATION
AS NOTED

Darkened area is artist's conception of [illegible]

## SUMMARY OF CERTAIN PROVISIONS OF BOND ORDINANCE

The following information is summarized from the Ordinances adopted by the City Council on December 29, 1958 and on February 16, 1959, (both of which Ordinances are herein sometimes referred to as the "Ordinance") and from the Supplemental Ordinances adopted by the City Council on February 1, 1961, July 13, 1962, July 21, 1967, June 26, 1968, and March 25, 1970. Copies of the Ordinances and Supplemental Ordinances are on file with the City Comptroller and the Depositary.

In accordance with the provisions of the Act, the Ordinance authorized the issuance by the City of $120,000,000 Chicago-O'Hare International Airport 4¾% Revenue Bonds, Series of 1959. The Supplemental Ordinances, in accordance with the provisions of Section 2.15 and Section 2.16 of the Ordinance, authorized $25,000,000 Chicago-O'Hare International Airport 4¾% Revenue Bonds, Series A of 1961, $10,000,000 Revenue Bonds, Series B of 1961, of which $4,000,000 4¼% Bonds were sold, $5,000,000 4½% Revenue Bonds, Series of 1967, $18,000,000 5% Revenue Bonds, Series of 1968, and $52,000,000 6.80% Revenue Bonds Series of March, 1970; of which there will be in total $199,910,000 outstanding upon completion of this financing. Series A of 1961 and Series B of 1961 Bonds were issued under Section 2.15 of the Ordinance to finance the additional costs of the improvements for which the Series of 1959 Bonds were originally issued. The Series of 1967 Bonds and the Series of 1968 Bonds were issued under Section 2.16 of the Ordinance for additional improvements. The Series of March, 1970 Bonds are being issued under Section 2.16 of the Ordinance for other additional improvements. The Ordinance designated The First National Bank of Chicago, Chicago, Illinois as Depositary, Paying Agent and Registration Agent. The Bonds, subject to the provisions for registration and transfer contained in the Ordinance, shall have all the qualities of negotiable instruments under the laws of the State of Illinois and in the denomination of $5,000 may be registered as to principal only or as to principal and interest in the denomination of $25,000 or more.

## SECURITY FOR THE BONDS

In accordance with the provisions of the Ordinance and the Supplemental Ordinances the above Bonds authorized and issued thereunder rank on a parity and are secured by a charge and lien on, and are payable solely from the Bond proceeds and Net Revenues derived from the operation of the Airport and from any service thereof as set forth in the Ordinance. All such Net Revenues and funds are exclusively and irrevocably pledged to and constitute a trust fund for the security and payment of the principal of and the interest and any redemption premium on the Bonds and any additional Bonds issued under the Ordinance.

## SURETY BONDS

The City will take out and maintain or cause to be provided fidelity insurance or a fidelity bond or bonds covering all employees and officials of the City who receive or handle Revenues of the Airport; in the case of employees in an amount sufficient to cover the maximum amount of Revenues so received or handled by each such employee during any calendar week.

## RECEIPT, DEPOSIT AND ALLOCATION OF REVENUES

The Airport shall be operated on a fiscal year basis beginning January 1. All Revenues derived from the operation of the Airport and for any service rendered by the City in the operation thereof shall be held by the City and the Depositary in trust for the benefit of the holder or holders of the Bonds issued under the Ordinance and the coupons appertaining thereto and shall be allocated and applied solely to the uses and purposes set forth in the Ordinance and shall be accounted for separate and apart from all other moneys, funds or other resources of the City.

### *Chicago-O'Hare International Airport Revenue Fund*

The City covenants and agrees that all Revenues, including all rents, fees, rates or other charges shall be received, deposited and accounted for through a special fund created for such purpose and designated Chicago-O'Hare International Airport Revenue Fund (hereinafter referred to as the "Revenue Fund"). All moneys paid into the Revenue Fund shall be deposited by the City Treasurer with the Depositary. All Revenues so deposited shall be disbursed by warrants on the City Treasurer, signed by the Mayor and countersigned by the City Comptroller and all such moneys accounted for through the

Revenue Fund during each fiscal year, shall be allocated first to Operation and Maintenance Expenses and then in the following order of priority to the following respective special accounts:

Interest Account
Debt Service Reserve Account
Sinking Fund Account
Reserve Maintenance Account
Emergency Reserve Account

*Operation and Maintenance Expenses*

The City Comptroller shall draw warrants on the City Treasurer on the Revenue Fund to pay for operation and maintenance of the Airport, but such warrants drawn with respect to any fiscal year shall not exceed the amount budgeted by the City for Operation and Maintenance Expenses for the then current fiscal year, unless such warrants cover expenditures authorized by a two-thirds vote of all members of the City Council. In addition thereto, a reasonable reserve for the next ensuing year (not in excess of one quarter of the amount budgeted for the current year) may be retained in the Revenue Fund.

*Allocation of Remaining Revenues*

The City Comptroller shall from time to time direct the Depositary to allocate the remaining available Revenues in the following manner and order of priority:

*First: Interest Account.* There shall be allocated to such Account an amount equal to any unpaid interest then due on all outstanding Bonds, plus the interest to become due thereon on the next ensuing interest payment date.

*Second: Debt Service Reserve Account.* Beginning with the fiscal year commencing January 1, 1962, to the Debt Service Reserve Account an amount (subject to the limitations hereinafter referred to) in each fiscal year until there shall be in this Account an amount equal to two years' interest requirements on all Bonds outstanding, all moneys in this Account to be retained by the Depositary and invested as in this Ordinance provided. All moneys in this Account shall be used and withdrawn to the extent necessary for the purpose of paying the Interest, Sinking Fund payments and the principal of the Bonds including premium for prior redemption thereof in the event no other funds are available for such purposes. Whenever the deposits in the Debt Service Reserve Account exceed two years' interest on all Bonds outstanding, such excess shall be transferred to the Sinking Fund Account. Any moneys withdrawn to meet Interest and Sinking Fund requirements shall be replaced out of the first money available therefor.

The balance in the Debt Service Reserve Account on December 31, 1969 was $12,384,515. This represents two years interest requirements on the outstanding principal amount of Series of 1959 and Series A & B of 1961 Bonds, and requirements to December 31, 1969 on the Series of 1967 and 1968 Bonds. The additional amount to be allocated to the Debt Service Reserve Account in any fiscal year with respect to Bonds issued under Section 2.15 or Section 2.16 shall not exceed the amount provided for in the Supplemental Ordinance authorizing the issue of such Bonds. Upon the issuance of Bonds of the Series of March, 1970, the maximum amount to be allocated to the Debt Service Reserve Account for said issue in any fiscal year shall not exceed $1,859,462.

*Third: Sinking Fund Account.* There shall next be allocated to the Sinking Fund Account, in each fiscal year, an amount sufficient to retire the principal amount of Bonds, as provided in the Ordinance and Supplemental Ordinances, by January 1 of the succeeding fiscal year, which amount is referred to therein as the Minimum Sinking Fund Payment. The minimum annual payments to be made to the Sinking Fund Account, as provided in the Ordinance and Supplemental Ordinances are calculated, for each series of Bonds outstanding thereunder, as sufficient to retire all Bonds of such series by its maturity date.

*Fourth: Reserve Maintenance Account.* In each fiscal year to the Reserve Maintenance Account, out of the balance remaining after making any required deposits in such year to the Interest Account, the Debt Service Reserve Account and the Sinking Fund Account the sum of

$1,120,000, until there shall have been accumulated in the Reserve Maintenance Account the sum of $4,666,666; provided, however, that if less than the amount required to be deposited in this Account in any fiscal year shall be so deposited, the requirement therefor shall nevertheless be cumulative and the amount of such deficiency shall be added to the amount required to be deposited in this Account in each fiscal year thereafter, until such time as such deficiency shall have been made up or until there shall have been accumulated in this Account the sum of $4,666,666.

If additional Bonds are issued under the respective provisions of the Ordinance, the applicable limits as to the maximum amount which shall be deposited in any fiscal year and the maximum amount which shall be accumulated in said Account shall be increased in accordance with the provisions contained in the Ordinance.

Moneys held for the credit of the Reserve Maintenance Account shall be held as a reserve for the purpose of paying the cost of major repairs, renewals and replacements of terminal buildings, landing areas, aprons, and related facilities, equipment or otherwise, at the Airport, provided the making of such repairs, renewals or replacements is approved by the Consulting Engineer, as evidenced by his certificate, and in the case of an insufficiency of moneys to pay the Operation and Maintenance Expenses, all expenses chargeable as Operation and Maintenance Expenses under the terms of the Ordinance; and shall be disbursed only for such purposes, except as otherwise provided in the Ordinance.

If at any time the amount in the Interest Account and the Debt Service Reserve Account shall be insufficient for the purposes of paying the interest on the Bonds as such interest becomes due, or for the purpose of making any of the required payments to the Sinking Fund Account, then the City shall transfer from the Reserve Maintenance Account to the Interest Account, Debt Service Reserve Account or Sinking Fund Account, as the case may be, an amount sufficient to make up any such deficiency.

Any moneys in the Reserve Maintenance Account which shall be used or transferred as aforesaid, shall be restored by the City from the first available moneys in the Revenue Fund, subject to the same conditions as are hereinabove provided for deposits to the credit of this Account.

*Fifth: Emergency Reserve Account.* There shall be allocated to the Emergency Reserve Account out of the balance remaining, after making the deposits to the respective accounts hereinabove referred to, an amount in each fiscal year equal to the sum of the amounts included in Airport Expense as defined in the Airport Use Agreement for such year on account of the depreciation and interest on City investment in the Airport, other than from Government Grants in Aid or Approved Revenue Bond proceeds.

Moneys held to the credit of the Emergency Reserve Account shall be used to the extent provided in the Ordinance in lieu of abated rentals, and to the extent so used shall be treated as Revenues, for any period of time during which the Airport may be closed, by any order or direction of City or any other governmental authority or agency, or by any order or direction of any court of competent jurisdiction, for the landing or taking off of all turbo jet powered aircraft operated by Airline Parties, as defined in the Airport Use Agreement, which at the time are landing or taking off, in the course of normal operations, at one or more airports having facilities similar to those at the Airport. Moneys to the credit of the Emergency Reserve Account shall be applied monthly and be so used to the aggregate extent, and only to such extent, that agreements between the City and such Airline Parties provide for the abatement of rentals in the event of such closing.

Moneys held to the credit of the Emergency Reserve Account shall also be used at any time for the purpose of making required deposits to the Interest Account and Sinking Fund Account when there are no other funds available for such deposits.

*Sixth:* To the extent that Revenues accrued during each fiscal year, as shown in the audited statement of the Independent Certified Public Accountants, exceed Airport Expense for such fiscal year, as defined in the Airport Use Agreement, such excess shall be considered deferred income and as Revenues of the next succeeding year for all purposes of the Ordinance.

All Revenues accrued during the fiscal year for which such audited statement is rendered, which Revenues have not been allocated for Operation and Maintenance Expenses, nor deposited or allocated for deposit in the several Accounts referred to in First through Fifth inclusive above, nor considered Revenues of the next succeeding fiscal year, shall be allocated to the Sinking Fund and deposited therein as soon as practicable.

Notwithstanding the foregoing, in any fiscal year in which the minimum Flight Fee is in effect as provided in the Airport Use Agreement, all Revenues accrued during such fiscal year in excess of the required allocations to Operation and Maintenance Expenses and the Accounts provided for in First through Fifth inclusive, above shall be allocated to the Sinking Fund.

If and when there are sufficient funds in the Interest Account, Debt Service Reserve Account and Sinking Fund Account at any time to call and redeem all of the outstanding Bonds at the next succeeding redemption date, said funds shall be used for that purpose.

If the City shall comply with all other provisions of the Ordinance relating to the allocation of Revenues, the fact that the total deposits to be credited to the Sinking Fund Account, the Reserve Maintenance Account or the Emergency Reserve Account in any fiscal year shall be less than the amount required will not constitute an event of default under the provisions of the Ordinance.

## SECURITY FOR DEPOSITS

The City Comptroller is authorized and empowered to take all necessary steps to require and secure from each Depositary, Paying Agent and Fiscal Agent, security, if any, required by law for all Revenues and other funds deposited with or held by such agents under the Ordinance.

## INVESTMENT OF REVENUES

All moneys held by the Depositary in the Revenue Fund may be invested in direct obligations of the United States of America which shall mature or which shall be subject to redemption by the holder thereof at the option of such holder prior to the date such funds shall be required for the payment of Operation and Maintenance Expenses or for allocation to any Accounts. All moneys held by the Depositary to the credit of the Interest Account and Sinking Fund Account shall be invested, insofar as may be practicable, in direct obligations of the United States of America which shall mature or which shall be subject to redemption by the holder thereof at the option of such holder not later than fifteen days prior to the date such funds shall be required for the purposes of the respective Accounts. Moneys held by the Depositary for the credit of the Debt Service Reserve Account, Reserve Maintenance Account and Emergency Reserve Account shall be invested in direct obligations of the United States of America which shall mature or which shall be subject to redemption by the holder thereof at the option of such holder not later than five years from the date of purchase thereof.

Obligations purchased as an investment of moneys in the Revenue Fund or any Account named in the preceding paragraph shall be deemed at all times to be a part of such Fund or Account. The interest accruing thereon and any profit realized or loss resulting from the investment of moneys in the Reserve Maintenance Account or Emergency Reserve Account shall be, respectively, credited or charged to such Fund or Account, notwithstanding the fact that the amounts credited to the Reserve Maintenance Account exceed the maximum provided by the Ordinance. Interest accruing on and any profit realized from any investment of moneys in the Interest Account, Debt Service Reserve Account, Sinking Fund Account and the unallocated portion of the Revenue Fund shall be credited to the unallocated portion of the Revenue Fund and allocated as Revenues in the order of priority provided in the Ordinance and any loss resulting from any such investment shall be deemed an Operation and Maintenance Expense and be restored to such Accounts or Fund from the first available Revenues.

## CUSTODY AND APPLICATION OF PROCEEDS OF BONDS

*Disposition of Bond Proceeds*

The Supplemental Ordinance authorizing the issuance of the Series of March, 1970 Bonds provides that the proceeds received by the City from the sale of such bonds shall be deposited with the Depositary in trust and there are created two special accounts to be designated respectively "Motor Vehicle Parking Facility Construction Account, 1970" and "4R-22L Runway and Land Acquisition Account, 1970", and there shall be deposited in said Motor Vehicle Parking Facility Construction Account, 1970 an amount equal to 72.5888% of the proceeds derived from the sale of the bonds, and there shall be deposited in the 4R-22L Runway and Land Acquisition Account, 1970, an amount equal to 27.4112% of the proceeds derived from the sale of the bonds. Disbursements from said Accounts shall be made in the same manner as disbursements are required to be made by Section 3.01 of the Ordinance.

Proceeds received by the City from the sale of Bonds issued for additional improvements and extensions to the Airport pursuant to the provisions of Section 2.16 of the Ordinance shall be applied by the City in the manner and for the purposes provided in the Supplemental Ordinance authorizing such Bonds.

In accordance with Section 3.01 of the Ordinance, all transfers or disbursements from the Construction Fund shall be made by warrants on the City Treasurer signed by the Mayor and countersigned by the City Comptroller and shall be accompanied by a statement by the Commissioner of Public Works which shall include with respect to each payment:

(a) Item number thereof.

(b) Name of person, firm or corporation to whom payment is due.

(c) Amount to be paid and the Account to which the item is to be charged.

(d) A statement that the obligations in the specified amounts have been incurred by the City; that each item thereof is a proper charge against the Construction Fund and that it has not been paid.

(e) That there has not been filed with or served upon the City any notice of any lien, right to lien, or attachment upon or claim affecting the right to receive payment of any of the moneys payable to any of the persons, firms or corporations named in such order which have not been released or will not be released simultaneously with the payment of such obligations, and in the event that any assignment of right to receive payment has been made and notice thereof has been given to the City and the City has accepted such assignment, the order directing payment shall recite that fact and direct the payment to be made to assignee thereof as shown by the records of the City.

In addition, for any payment from the Construction Fund for work done in connection with the construction of any improvements there shall be an accompanying certificate executed by the Consulting Engineer of the character required by the Ordinance.

*Investment of Bond Proceeds*

The funds to the credit of the Construction Fund shall, as nearly as may be practicable, be continually invested and re-invested in direct obligations of the United States of America which shall mature or which shall be subject to redemption by the holder thereof at the option of such holder not later than the respective dates as estimated by the City Comptroller and approved by the Consulting Engineer when such moneys will be required for the purposes intended. It shall be the duty of the City Comptroller to file with the Depositary from time to time the estimated dates when such funds will be required as approved by the Consulting Engineer and to direct the Depositary to invest the moneys to the credit of the Construction Fund.

Obligations so purchased as investments shall be deemed at all times a part of the Construction Fund and interest accruing thereon and any profit realized or any loss resulting from such investments shall be respectively credited or charged to the General Construction Account.

## PURCHASE AND REDEMPTION OF BONDS

Moneys in the Sinking Fund Account shall be applied as rapidly as possible to the retirement of Bonds by purchase in the open market or by tender at prices not to exceed the redemption price of such Bonds on the next redemption date. The retirement of Bonds in any fiscal year shall be prorated between the various series of bonds issued pursuant to the provisions of Section 2.02, Section 2.15 or Section 2.16 of the Ordinance in proportion to the respective Minimum Sinking Fund payment for each series for such fiscal year.

If there is $50,000 or more in said Account seventy days prior to any interest payment date on which Bonds are redeemable, such funds shall be used to redeem Bonds on such redemption date.

## COVENANTS AS TO RENTS, FEES, RATES AND OTHER CHARGES

The City covenants that it will fix and keep in effect rents, fees, rates and other charges for the use of the Airport including any services rendered by the City in the operation thereof, that from time to time will be adjusted, in order that the Revenues of the Airport will be sufficient at all times to provide funds for the payment of the cost of operation and maintenance and thereafter to make the required deposits to each of the following accounts: (a) the Interest Account; (b) the Debt Service Reserve Account; (c) the Sinking Fund Account; (d) the Reserve Maintenance Account; and (e) the Emergency Reserve Account. Provided, however, that so long as any Bonds issued pursuant to Section 2.02 or Section 2.15 of the Ordinance shall be outstanding, such schedule shall in each fiscal year be sufficient to produce together with rents and other available Revenues, Net Revenues of not less than (i) one and twenty-five hundredths times the sum of the Principal and Interest Requirements for each such fiscal year of then outstanding Bonds issued pursuant to Sections 2.02, 2.15 or 2.16, plus (ii) amounts which may be required to be deposited in such year in the Reserve Maintenance Account and the Emergency Reserve Account and premiums paid on July 1 of such fiscal year and January 1 of the succeeding fiscal year on the redemption of such Bonds and premiums paid on such Bonds purchased during such fiscal year in the open market or by tender.

A deposit to the credit of the Sinking Fund Account in any fiscal year of an amount in excess of the Minimum Sinking Fund Payment for such fiscal year shall not reduce the required Minimum Sinking Fund Payment for any subsequent fiscal year or years; but any deficiency in the amounts deposited to the credit of the Sinking Fund Account and the Reserve Maintenance Account in any fiscal year shall, as promptly as practicable, be added to the amounts required for the remaining fiscal years.

The City covenants, that, so long as any Bonds issued under the provisions of the Ordinance are outstanding, it will not amend any Lease or Airport Use Agreement relating to the Airport, entered into by it which became effective immediately upon the issuance of Bonds, Series of 1959, so as to reduce the fixed rentals, or the amount of Revenues which otherwise would be received from the application of the Flight Fee formula or the Flight Fee deficiency formula, below those provided under any such Lease or Agreement.

## ADDITIONAL BONDS

The Ordinance as supplemented provides that additional Bonds, ranking on a parity with the outstanding Airport Revenue Bonds may be issued for the following purposes and subject to the following conditions:

(i) Additional Bonds may be issued under the provisions of Section 2.16 of the Ordinance as supplemented for the purpose of constructing additional improvements and extensions to the Airport whenever the following conditions are met:

(a) The amounts required to be credited to the Interest, Debt Service Reserve, Sinking Fund, Reserve Maintenance, and Emergency Reserve Accounts up to the date of adoption of the Supplemental Ordinance authorizing such additional Bonds must have been credited to said Accounts.

(b) The Net Revenues of the Airport from all existing facilities and those proposed to be financed by such additional Bonds, as estimated by the Airport Consultant, in accordance with the provisions of the Ordinance, for each fiscal year, commencing with the first full fiscal year following the date of completion, as estimated by the Consulting Engineer, of the additional facilities then being financed, and ending not earlier than the last full fiscal year next preceding the maturity date of any outstanding Series of March, 1970 Bonds or Bonds issued pursuant to Sections 2.02 and 2.15, shall be not less than, (i) one and twenty-five hundredths times the sum of the Principal and Interest Requirements for each such fiscal year of all Bonds then outstanding and the proposed additional Bonds, plus (ii) amounts which may be required to be deposited in each such year in the Reserve Maintenance Account and the Emergency Reserve Account.

(c) If at the time any Bonds issued pursuant to Section 2.02 or Section 2.15 are outstanding the rentals, from Leases in effect between the City and air transportation companies on the date of adoption of the Supplemental Ordinance authorizing such additional Bonds, shall, as determined in accordance with the provisions of the Ordinance, commencing with the first full fiscal year following the date of completion referred to in (b) above and ending not earlier than the last full fiscal year next preceding the maturity date of any Bonds issued under the provisions of Sections 2.02 and 2.15, be not less than one and ten-hundredths times the sum of the Principal and Interest Requirements for each fiscal year of all Bonds then outstanding and the proposed additional Bonds.

Such additional Bonds shall be designated "Chicago-O'Hare International Airport Revenue Bonds," with such further appropriate designation, shall be dated, bear such interest rate or rates payable January 1 and July 1 of each year, shall mature on January 1, and may or may not be subject to redemption prior to maturity, all as may be provided by the supplemental ordinance authorizing their issuance. Such additional Bonds must be due and payable not earlier than the maturity date of any then outstanding Bonds.

For the purpose of making the computations and estimates hereinabove provided for, the term "Principal and Interest Requirements for each such fiscal year" shall mean the following amounts, computed as nearly as practicable in accordance with standard amortization tables of equal annual payments to discharge a debt with interest, without regard to redemption premium:

(i) In the case of Bonds issued pursuant to Section 2.02, the amount which is required in each fiscal year to provide over a period of thirty-four fiscal years for the payment, when due, of the interest on such Bonds and for the retirement of all such Bonds by the end of such period;

(ii) In the case of any Bonds issued pursuant to Section 2.15, the amount which is required in each fiscal year to provide over a period of the lesser of thirty-four fiscal years or the number of full fiscal years between the date of delivery of such additional Bonds and the maturity thereof, for the payment, when due, of the interest on such Bonds and for the retirement of all such Bonds by the end of such period; and

(iii) In the case of any Bonds issued or to be issued pursuant to Section 2.16 for the purpose of constructing additional improvements and extensions, the amount which is required in each fiscal year to provide over a period commencing with the first full fiscal year beginning after the date, as estimated by the Consulting Engineer, of the completion of such additional improvements and extensions and ending with the last full fiscal year next preceding the maturity date of such Bonds, for the payment of the interest, when due, on such Bonds and for the retirement of all such Bonds by their maturity.

## OTHER COVENANTS

The following are summaries of covenants of the City in regard to the subjects listed. Reference is made to the Ordinance for a complete list of covenants and their full details. The City agrees or covenants regarding each subject as follows:

### *Management*

That in order to assure efficient management and operation of the Airport, and to assure the Bondholders that the same will be economically and efficiently operated on the basis of sound business principles, it will, while any of the Bonds are outstanding, operate and maintain the Airport under the direction of the Commissioner of Aviation or such other City department as the City Council may from time to time ordain.

### *Maintenance and Operation*

That it will, at all times, use its best efforts to see that the Airport is operated and maintained in such manner that the operating efficiency thereof shall be of the highest character and so that all lawful orders of any governmental agency or authority having jurisdiction in the premises shall be complied with (provided the City shall not be required to comply with any such orders so long as the validity or application thereof shall be contested in good faith). The City also will, out of Revenues, from time to time, duly pay and discharge, or cause to be paid and discharged, all taxes, assessments or other governmental charges lawfully imposed upon the Airport or any part thereof, or upon the Revenues, when the same shall become due, as well as any lawful claim for labor, materials or supplies, which, if unpaid, might by law become a lien or charge upon the Airport, or which might impair the security of the Bonds.

### *Concessions*

That it shall operate the Airport in a manner so as to produce revenues from concessionaires of a nature and amount which would be produced by a reasonably prudent operator of an airport.

### *Against Encumbrances or Sale of Airport Property*

That it will not create or permit the creation of any mortgage, lien or pledge on any City-owned personal or real property or equipment, constructed, purchased or used in connection with the Airport and the operation thereof or upon any Revenues or other funds pledged or held under the Ordinance, except as security for all Bonds issued thereunder, and that it will not permit the sale, or other disposition of the Airport, or any part thereof, but the City may sell or dispose of property no longer required for the use of, profitable to, or for the best interest of the City's operation of the Airport.

The net proceeds from the sale of any such property acquired by funds derived from the sale of any Bonds issued pursuant to the Ordinance or from Revenues, as defined therein, shall be used for the purpose of replacing properties or equipment at the Airport, if necessary, or shall be deposited in the Sinking Fund Account during the period that such Bonds are outstanding.

### *Consulting Engineer and Airport Consultant*

The City covenants that while any of the Bonds are outstanding, it will continuously employ a Consulting Engineer experienced in the field of construction and physical maintenance and operation of airports and facilities and an Airport Consultant experienced in the field of administration, maintenance and operation of airports and facilities thereof, each of whom shall have no financial or other interest in the ownership or operation of the Airport or any activity relating thereto, aside from their duties in their respective employed capacities. The Consulting Engineer and the Airport Consultant shall each be appointed by the Mayor, subject to approval of the City Council.

The Consulting Engineer shall inspect the Airport and make reports on the physical condition thereof and advise and make recommendations to the City with respect to the proper physical maintenance of the Airport. Copies of each such report and recommendation shall be sent not later than one hundred twenty days prior to the commencement of each fiscal year to the Commissioner of Aviation, and the Commissioner of Public Works.

The Airport Consultant shall inspect the Airport and make reports to the City including advice and recommendations regarding the proper administration, maintenance and operation of the Airport, revisions necessary in fees, rates and other charges and a recommended budget for operation and maintenance expenses of the Airport. Copies of each report and recommendation shall be sent not later than one hundred twenty days prior to the commencement of each fiscal year, to the Commissioner of Aviation, the Comptroller, the Commissioner of Public Works and the Budget Director. It shall be the duty of the

Airport Consultant in the preparation of the recommended budget to advise and recommend with respect to the foregoing matters for the fiscal year preceding the year budgeted and the ensuing fiscal year. The Airport Consultant shall attend all public hearings on the budget and shall also make recommendations at least sixty days prior to January 1 and July 1 of each fiscal year as to fees for the landing of aircraft at the Airport during the six-month period commencing on each January 1 and July 1 so that the Revenues will meet the requirements of the Ordinance.

*Budgets*

The Budget Director, according to law, shall, prior to the beginning of each fiscal year, prepare and file with the City Clerk a preliminary budget of operation and maintenance expenses of the Airport and proposed capital expenditures for the ensuing fiscal year.

The City shall, after the receipt of the Budget Director's preliminary budget, prepare the budget ordinance in tentative form, which ordinance shall be made available to public inspection. At least one public hearing shall be held thereon before final adoption as the annual budget.

The City shall not incur expenses for operation and maintenance of the Airport in any fiscal year in excess of the reasonable and necessary amount thereof nor expend or obligate itself to expend any amount for such fiscal year in excess of the amount provided therefor in the budget for such fiscal year as finally adopted unless such expenditure is authorized by a two-thirds vote of the City Council; provided, however, the foregoing shall not be applicable to any provision for uncollectible accounts receivable.

*Audits and Reports*

That it will keep and provide accurate books and records of the total cost of Improvements, of all Revenues received and collected from the Airport and of all expenditures relating to the operation, maintenance and repair thereof. All such books and records shall be open at all times during business hours to the Depositary, to the Principal Underwriters and to the holder or holders of not less than ten per centum of the principal amount of Bonds then outstanding, or his or their representatives duly authorized in writing.

Within one hundred and twenty days after the close of each fiscal year, so long as any Bonds are outstanding, the City will prepare and file with the Depositary, Airport Consultant and the Principal Underwriters, a statement of the Revenues and expenditures of the Airport for such fiscal year and a balance sheet thereof, taken at the close of such fiscal year, accompanied by a certificate or opinion in writing of an Independent Certified Public Accountant of recognized standing selected by the City and satisfactory to the Depositary. A consolidated summary of such Revenues and of all expenditures and the balance sheet for the Airport shall be published by the City not later than one hundred and fifty days after the close of such fiscal year as provided in the Ordinance and copies of such summarized data, as so published, shall be delivered to the Depositary and Principal Underwriters and mailed to the Holders of Bonds requesting copies. All reports and other documents required under the Ordinance shall be available for inspection by Bondholders at the office of the City Comptroller.

*Insurance*

In addition to the fidelity insurance or fidelity bonds previously referred to under the heading Surety Bonds on page 27, the City will take out and maintain or cause to be taken out and maintained public liability insurance, builders risk insurance and so long as any of the Bonds are outstanding a so-called "fire and extended coverage policy or policies" on City-owned property at the Airport, to the fullest extent obtainable, which coverage, however, need not exceed 80% of the full insurable value thereof.

All such policies shall be issued by a responsible insurance company or companies and shall name the City as an insured thereunder and such policies or certificates of such insurance shall be deposited with the City Comptroller.

The public liability insurance shall be in an amount of not less than $200,000 for injuries, including death, to any one person, and, subject to the same limitation for each person, in an amount of not less than $3,000,000 for injuries or death to two or more persons on account of any one accident in connection with the operation of the Airport.

Other details regarding the receipt and deposit of proceeds paid to the City for damage or destruction of City-owned property at the Airport or under other claims covered by insurance and the City's covenants regarding the application of any such insurance proceeds paid to the City are set forth in Section 6.07 of the Ordinance.

The City, in March of each year, shall deliver to the Depositary and mail to the Principal Underwriters a schedule signed by the City Comptroller of all insurance policies then in force relating to the Airport, including the names of the insurers, the amounts thereof and the property and risks covered thereby.

Whenever the City shall fail to take out or otherwise provide for any insurance required under the Ordinance (either as to class of risks or amount thereof) which in the discretion of the Depositary is obtainable at reasonable cost and upon reasonable terms, or is deemed by the Depositary, upon advice of an independent insurance counselor, to be necessary or desirable in the interests of the holders of the Bonds, the Depositary, in its discretion, may effect such insurance in the name of the City and bill the City therefor.

## RIGHTS OF BONDHOLDERS

The Ordinance defines the events of default, which include the failure to pay interest or principal when due, with a 30-day grace period for default in the payment of interest, as well as the failure to observe any other of the City's covenants and agreements in the Ordinance.

The Ordinance also provides that the Depositary appointed thereunder shall act as Trustee to represent the Bondholders in the matter of exercising and prosecuting on their behalf such rights and remedies as may be available to such holders under the provisions of the Bonds and the Ordinance as well as under the Act or other provisions of applicable law. The Depositary as Trustee may on its own initiative take such action as may seem appropriate to it, and upon the request in writing of the holders or registered owners of twenty per cent in principal amount of the Bonds then outstanding, and upon being furnished with satisfactory indemnity, shall take such action on behalf of the Bondholders as they may request.

Such action by the Trustee or by the holder or registered owners of any Bond may be by suit at law or proceeding in equity to compel the observance by the City or City Council of any contract, agreement or covenant made by the City, to compel the City to perform any duties required to be performed for the benefit of the Bondholders as provided in the Ordinance and the Act and, to enjoin the City from taking any action in conflict with any contract or covenant with the Bondholders; or by action or suit in equity to require the City Council and the City to account as if they were the trustee of an express trust, or enjoin any acts or things which may be unlawful or in violation of the rights of the Bondholders. However, no holder or registered owner of any Bond may institute suit for the appointment of any trustee in bankruptcy or receiver unless such holder or owner shall have given written notice of an existing default to the Trustee and furnished indemnity to the Trustee, and the Trustee shall have declined to take such action requested by the holders or registered owners of twenty per cent of the principal amount of the Bonds then outstanding. No remedy conferred thereby upon any holder of Bonds is intended however, to be exclusive of any other remedy but each such remedy is cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred thereby. The Ordinance also appoints the Depositary as attorney-in-fact for the Bondholders.

## MODIFICATION AND AMENDMENT OF THE ORDINANCE

The Ordinance and the rights and obligations of the City and of the holders and registered owners of the Bonds and coupons may be modified or amended at any time by ordinance supplemental thereto adopted by the City Council pursuant to the affirmative vote at a meeting of Bondholders, or with the written consent without a meeting, of the holders of 66⅔% in principal amount of all of the Bonds then outstanding. No such modification or amendment shall extend the maturity of or reduce the interest rate on, or otherwise alter or impair the obligation of the City to pay the principal or interest or redemption premiums at the time and place and at the rate and in the currency provided therein of any Bond without the express consent of the holder or registered owner of such Bond, nor permit the creation by the City of any mortgage or pledge, or lien on the Airport, or upon any Revenues or other funds pledged or held thereunder, nor reduce the percentage of Bonds required for the affirmative vote or written consent to an amendment or modification, nor, without the written assent thereto, modify any of the rights or obligations of the Depositary, the Fiscal Agent or any Paying Agent at the time acting thereunder.

## EXEMPTION FROM TAXATION

In the opinion of counsel named below, interest on these Bonds is exempt from all Federal income taxes under existing statutes, regulations and court decisions, except interest on any Bond for any period during which such Bond is held by a substantial user of the facilities financed by these Bonds or by a related person as defined in Section 103(c) of the Internal Revenue Code of 1954.

## APPROVAL OF LEGAL PROCEEDINGS

All legal proceedings in connection with the authorization and issuance of the Bonds by the City are subject to approval of Messrs. Chapman and Cutler, Bond Counsel to the City, and Messrs. Wood King Dawson Love & Sabatine, Bond Counsel to the Underwriters. Copies of the approving opinions of Counsel will be available at the time of delivery of the Bonds.

A suit is pending in the Circuit Court of Cook County brought by the City of Park Ridge and certain individuals seeking to enjoin the City of Chicago from constructing runway 4R22L and the parking facility on the grounds that the notice of public hearing required to be held thereon was not properly advertised. In the opinion of the Corporation Counsel of the City of Chicago and of Bond Counsel to the City and Bond Counsel to the Underwriters, this suit and its ultimate determination will not affect the validity of the bonds or the obligations of the Airlines under the various Leases and Airport Use Agreement.

## MISCELLANEOUS

All of the foregoing is intended as a summary of various provisions of the Act, the authorizing Ordinance, the Airport Use Agreement and the various Leases and the Engineering Reports, including the concurring engineering data or opinions referred to therein. All such summaries are subject to the detailed provisions of those respective documents to which reference is hereby made. Copies of the Ordinances, the Supplemental Ordinances, the Act, the Airport Use Agreement, the various Leases and the reports of Charles F. Murphy, Consulting Engineer, and Landrum and Brown, Airport Consultants, are available for inspection at the office of the City Comptroller.

There are appended to this Official Statement, a certificate by Charles F. Murphy, Consulting Engineer and a certificate of Landrum and Brown, Airport Consultants.

Very truly yours,

CITY OF CHICAGO, ILLINOIS

By: RICHARD J. DALEY
Mayor

Approved as in accordance with City Ordinances.

RICHARD L. CURRY
Acting Corporation Counsel

Approved:

OTTO H. LOSER
City Comptroller

MILTON PIKARSKY
Commissioner of Public Works

WILLIAM E. DOWNES
Commissioner of Aviation

**LANDRUM AND BROWN**
309 VINE STREET
CINCINNATI, OHIO 45202
PHONE (513) 721-1149

March 25, 1970

Mayor Richard J. Daley and
Members of the City Council
City of Chicago
Council Chamber
City Hall
Chicago, Illinois 60602

Gentlemen:

This letter will serve as the Airport Consultant's certificate as required by Section 2.16 of the Chicago-O'Hare International Airport Revenue Bond Ordinance of December 29, 1958. We hereby certify that in our opinion the net revenues available for Principal and Interest Requirements plus the amounts required for deposit in the Reserve Maintenance Account and the Emergency Reserve Account, the amounts of which have been set forth by the Comptroller of the City of Chicago, will be adequate to meet the requirements of Section 2.16 of the Bond Ordinance dated December 29, 1958. The estimated net revenues are set forth on an attached table.

It is also hereby certified that the leases in effect on the date of the adoption of the Supplemental Ordinance dated March 25, 1970, will provide fixed rental aggregates of $16,270,335 which is greater than one and ten hundredths times the sum of the annual Principal and Interest Requirements $16,163,370 for each fiscal year for all bonds presently outstanding and all such additional bonds proposed to be issued, relative to this certificate. The fixed rentals provided for in agreements with the Airline Parties are set forth on an attached table.

Sincerely,

LANDRUM AND BROWN

JOHN F. BROWN

JFB/mh
Attachment

cc: Mr. Otto Loser

## ESTIMATED NET REVENUES AVAILABLE FOR DEBT SERVICE AND COVERAGE PLUS RESERVE MAINTENANCE AND EMERGENCY RESERVE ACCOUNT

### Chicago-O'Hare International Airport, 1970-1998

| Calendar Year (1) | 1.25 Times Principal and Interest (2) | Reserve Maintenance (3) | Emergency Reserve Account (4) | Total Required Funds (5) | Estimated Net Revenues (6) |
|---|---|---|---|---|---|
| 1970-1998 | $18,367,465 | $1,120,000 | $1,119,068 | $20,606,533 | $20,606,533 |

*—Based on a 6.80% interest rate on the proposed $52,000,000 bond issue.

Source: Column (1) — Calendar years.
(2) — Debt services estimates, as provided by the City's Financial Consultants, times 1.25.
(3) — As specified in the Supplemental Ordinance, dated March 25, 1970.
(4) — Estimates provided by the Comptroller, City of Chicago.
(5) — Sum of Columns (2), (3) and (4).
(6) — Same amount as Column (5), predicated on Section 15.07 of the Airport Use Agreement dated January 1, 1959.

## ANNUAL FIXED RENTALS FROM AIRLINE PARTIES

### Chicago-O'Hare International Airport

### As of March 25, 1970

| Airline Party | Terminal Building Rentals | Cargo and Other Bldg. Rentals | Hangar Building Rentals | Fueling System Rentals | Passenger Ramp Rentals | Parking Facilities Rentals | Total Fixed Rentals |
|---|---|---|---|---|---|---|---|
| Air Canada | $ 36,022.56 | $ 10,920.00 | $ –0– | $ 4,692.00 | $ 59,124.00 | $ 28,537.00 | $ 139,295.56 |
| Allegheny Airlines, Inc. | 16,250.04 | –0– | –0– | 936.00 | 60,960.00 | 16,929.00 | 95,075.04 |
| American Airlines, Inc. | 430,860.00 | 161,280.00 | 718,092.00 | 144,300.00 | 1,060,644.00 | 1,002,204.00 | 3,517,380.00 |
| Braniff Airways, Incorporated | 50,520.00 | –0– | 88,350.00 | 9,264.00 | 190,884.00 | 133,982.00 | 473,000.00 |
| Continental Air Lines, Inc. | 70,700.04 | 8,388.00 | –0– | 7,908.00 | 183,660.00 | 143,656.00 | 414,312.04 |
| Delta Air Lines, Inc. | 152,976.00 | 5,892.00 | 171,852.00 | 31,200.00 | 401,064.00 | 327,941.00 | 1,090,925.00 |
| Eastern Air Lines, Inc. | 126,437.52 | 17,652.00 | 376,536.00 | 40,524.00 | 379,248.00 | 237,975.00 | 1,178,372.52 |
| The Flying Tiger Line, Inc. | –0– | 81,116.00 | –0– | 13,584.00 | –0– | –0– | 94,700.00 |
| North Central Airlines, Inc. | 49,350.96 | –0– | 96,048.00 | 4,824.00 | 299,628.00 | 159,134.00 | 608,984.96 |
| Northwest Airlines, Inc. | 99,135.00 | 24,360.00 | 88,350.00 | 31,548.00 | 360,012.00 | 497,716.00 | 1,101,121.00 |
| Ozark Air Lines, Inc. | 30,063.48 | 3,384.00 | 74,712.00 | 2,916.00 | 154,668.00 | 115,602.00 | 381,345.48 |
| Pan American World Airways, Inc. | –0– | 26,040.00 | –0– | 1,296.00 | –0– | 19,347.00 | 46,683.00 |
| Trans World Airlines, Inc. | 238,545.48 | –0– | 506,904.00 | 105,792.00 | 773,088.00 | 705,219.00 | 2,329,548.48 |
| United Air Lines, Inc. | 631,011.00 | 7,560.00 | 809,580.00 | 235,632.00 | 1,667,160.00 | 1,448,649.00 | 4,799,592.00 |
| TOTAL | $1,931,872.08 | $346,592.00 | $2,930,424.00 | $634,416.00 | $5,590,140.00 | $4,836,891.00 | $16,270,335.08 |

**CHARLES F. MURPHY • CONSULTING ARCHITECT • ENGINEER**

STATE OF ILLINOIS }
COUNTY OF COOK } ss.

I, the undersigned, do hereby certify that I am the Consulting Engineer employed by the City of Chicago, in accordance with the provisions of an "ORDINANCE authorizing the issuance of Chicago-O'Hare International Airport Revenue Bonds Series of 1959 for the purpose of improving and extending said Airport and providing for payment of principal of and interest on said Bonds", adopted by the City Council of the City of Chicago on December 28, 1958, (hereinafter referred to as the "Ordinance"), and as such Consulting Engineering I hereby certify as follows:

(a) That I have read the pertinent provision of the Ordinance, to which this Certificate relates, specifically Section 2.16 of the Ordinance.

(b) That the estimated cost of additional improvements is as set forth below:

| | | |
|---|---|---|
| 1. | Elevated Parking Facility | $38,947,000 |
| 2. | New Runway 4R-22L, including land acquisition | 13,053,000 |
| | Total Cost of Improvement | $52,000,000 |

(c) That the proceeds from the sale of $52,000,000 of additional Bonds will be sufficient to pay such estimated cost.

(d) That in the opinion of the undersigned, the completion of the work programmed to utilize the proposed $52,000,000 of new revenue bond funds will be completed on or before December 31, 1972.

This Certificate is presented in compliance with Section 2.16 of the Ordinance.

Dated this 9th day of October 1969.

CHARLES F. MURPHY
Charles F. Murphy
Consulting Engineer

224 SOUTH MICHIGAN AVENUE, CHICAGO 4, ILLINOIS • HARRISON 7-3456

CITY OF CHICAGO
OFFICE OF THE CITY COMPTROLLER
Room 501, City Hall, Chicago, Illinois 60602
Telephone 744-4000

# CHICAGO-O'HARE INTERNATIONAL AIRPORT

# FINANCIAL STATEMENTS

## For The Year Ended December 31, 1968

**Prepared by the Accounting Division**
**Office of the City Comptroller**
**City of Chicago, Illinois**
**May 7, 1969**

Excerpts from the financial statements covering the Chicago-O'Hare International Airport for the year ended December 31, 1968:

| | | Pages |
|---|---|---|
| Exhibit A | — Balance Sheet—December 31, 1968 | 46-47 |
| Exhibit B | — Summary of Changes in Fund Balances—All Funds Other than Revenue Fund, for the year ended December 31, 1968 | 48 |
| Exhibit C | — Summary of Changes in Account Balances—Revenue Fund for the year ended December 31, 1968 | 49 |
| Exhibit D | — Comparative Statement of Revenues and Expenses for the years ended December 31, 1968 and 1967 | 50-51 |
| Exhibit E | — Reconciliation to "Net Revenues" as Defined in Bond Ordinance for the years ended December 31, 1968 and 1967 | 52 |
| Exhibit F | — Details of Application of Proceeds of Revenue Bonds for the year ended December 31, 1968 | 53 |
| —— | — Notes to Financial Statements | 54-56 |
| Schedule B-1 | — Comparative Statement of Revenues for the years ended December 31, 1968 and 1967 | 57 |
| Schedule B-2 | — Comparative Summary of Flight Fees, for the years ended December 31, 1968 and 1967 | 58 |

*Result of Operations*

Under the terms of the airport agreement with the airline parties, net income for the calendar year as defined in the Revenue Bond Ordinance must be deferred and applied to reduce flight fees charged to the airlines during the next succeeding year. Any loss on operations must be charged to the airlines after the close of the calendar year and paid by them promptly.

The amount of the deferred income at December 31, 1968 to be carried forward to reduce flight fees of the succeeding year resulted from the following:

| | | |
|---|---|---|
| Revenues were less than amounts estimated by the airport consultants .... | | ($1,007,845) |
| Expenses were less than estimated ................................ | | 4,763,704 |
| Deferred flight fees carried forward from 1967: | | |
| Total fees ................................................ | $1,614,541 | |
| Less—Applied to decrease flight fees for the year 1968............ | 1,401,541 | 213,000 |
| Balance, representing deferred flight fees carried forward to reduce flight fees in 1969 .............................................. | | $3,968,859 |

In arriving at the amount available for reduction of flight fees in 1969, provision must be made for expenditures budgeted in 1968 and prior for which contracts or purchase orders were issued prior to December 31, 1968, $891,300, but delivery of equipment and materials was not received to that date. Invoices covering these items will be expensed in the year 1969 when delivery of the equipment and materials is received. When major expenditures are budgeted in a particular year, but are not delivered by the year end, the items are not again included in the budget for the following year; hence the estimated amounts are carried in the balance sheet at December 31 as a deferred charge to future operations, offset by a reserve of like amount for expenditures budgeted but not incurred at the year end.

The amount available as a deferred credit against operations in determining flight fees for the last six months of 1969 is determined as follows:

| | | |
|---|---|---|
| Total deferred credit, December 31, 1968 ....................... | | $3,968,859 |
| Less—Deferred charges carried forward .......................... | $ 891,300 | |
| Deferred credit applied to reduce flight fees first six months of 1969 ............................... | 1,721,425 | 2,612,725 |
| Difference applicable to decrease in flight fees for the last six months of 1969 ............................ | | $1,356,134 |

A summary of operations for the year ended December 31, 1968, compared with operations for the similar period ended December 31, 1967, is set forth below:

| | Years Ended December 31, | | Increase or (Decrease) |
|---|---|---|---|
| | 1968 | 1967 | |
| Revenues | $29,084,180.23 | $27,635,967.78 | $1,448,212.45 |
| Operating expenses, excluding fixed charges | 11,279,976.38 | 10,130,816.59 | 1,149,159.79 |
| Net income before provision for fixed charges and application of revenues | $17,804,203.85 | $17,505,151.19 | $ 299,052.66 |
| Fixed charges: | | | |
| Interest on bonds | $ 6,965,523.51 | $ 6,656,279.60 | $ 309,243.91 |
| Premium on bonds retired | | 114,752.50 | (114,752.50) |
| Depreciation on fixed assets and amortization of engineering costs | 6,789,803.28 | 6,708,354.00 | 81,449.28 |
| Total fixed charges | $13,755,326.79 | $13,479,386.10 | $ 275,940.69 |
| Operating revenues used for: | | | |
| Capital improvements | $ 1,084,826.61 | $ 2,908,070.58 | ($1,823,243.97) |
| Preliminary survey expenses for proposed third major commercial airport | 93,736.41 | 117,446.43 | (23,710.02) |
| | $ 1,178,563.02 | $ 3,025,517.01 | ($1,846,953.99) |
| Income in excess of expenses | $ 2,870,314.04 | $ 1,000,248.08 | $1,870,065.96 |
| Add (deduct) adjustments to reflect Revenue Bond Ordinance Basis of Accounting: | | | |
| Depreciation and amortization | 6,789,803.28 | 6,708,354.00 | 81,449.28 |
| Interest on revenue bonds | 6,965,523.51 | 6,656,279.60 | 309,243.91 |
| Interest earned on investments of reserve maintenance and emergency reserve accounts | (650,475.10) | (638,593.13) | (11,881.97) |
| Carryover from revenue of preceding year as reduction of flight fees | 1,614,541.12 | 382,849.60 | 1,231,691.52 |
| "Net Revenues" as defined in ordinance | $17,589,706.85 | $14,109,138.15 | $3,480,568.70 |
| Allocation of Net Revenues: | | | |
| Interest Account | $ 6,965,523.51 | $ 6,656,279.60 | $ 309,243.91 |
| Debt Service Reserve Account | 76,250.00 | | 76,250.00 |
| Sinking Fund Account—Minimum sinking fund payment | 2,196,000.00 | 2,025,000.00 | 171,000.00 |
| Reserve Maintenance Account | 860,000.00 | 506,304.17 | 353,695.83 |
| Emergency Reserve Account | 887,451.19 | 857,667.86 | 29,783.33 |
| To reduce flight fee requirements—future periods | 3,968,858.66 | 1,614,541.12 | 2,354,317.54 |
| Remainder (Allocated to Sinking Fund Account) | 2,635,623.49 | 2,449,345.40 | 186,278.09 |
| Total | $17,589,706.85 | $14,109,138.15 | $3,480,568.70 |

### Statistics

The following statistics on airplane flights, passengers, freight, express and mail reflect the growth of airport operations:

| | Years Ended December 31, | |
|---|---|---|
| | 1968 | 1967 |
| *Passengers:* | | |
| Arrivals—Domestic | 14,605,739 | 13,330,852 |
| International | 454,388 | 472,032 |
| Departures—Domestic | 14,629,937 | 13,296,583 |
| International | 434,459 | 453,320 |
| Enplaned | 13,351,880 | 12,514,320 |
| *Number of Jet Aircraft:* | | |
| Arrivals—Domestic | 218,120 | 175,477 |
| International | 6,820 | 6,362 |
| Departures—Domestic | 218,117 | 175,477 |
| International | 6,807 | 6,362 |
| *Number of Other Aircraft, excluding helicopter:* | | |
| Arrivals—Domestic | 103,730 | 122,022 |
| International | 2,791 | 2,176 |
| Departures—Domestic | 104,605 | 123,248 |
| International | 2,363 | 1,648 |
| *Freight* (pounds) | | |
| Unloaded | 428,697,737 | 361,020,590 |
| Loaded | 501,049,681 | 431,758,722 |
| *Express* (pounds) | | |
| Unloaded | 49,002,508 | 48,888,623 |
| Loaded | 63,881,116 | 65,368,709 |
| *Mail* (pounds) | | |
| Unloaded | 173,284,872 | 126,993,759 |
| Loaded | 195,864,374 | 156,810,523 |
| *Helicopters:* | | |
| Passengers | 65 | 71 |
| Departures | 70 | 48 |

EXHIBIT A

## CHICAGO-O'HARE INTERNATIONAL AIRPORT

## BALANCE SHEET

### December 31, 1968

### ASSETS

| | | |
|---|---|---|
| **AIRPORT PROPERTY AND EQUIPMENT:** | | |
| Acquired with City, State, Federal, Revenue Bond, Utility, Concessionaire and Airline money: | | |
| Land, other facilities and construction-in-progress at cost (Schedule A-1 and A-2) | $229,453,031.68 | |
| Less—Allowances for depreciation (Schedule A-2) | 48,261,478.62 | |
| | $181,191,553.06 | |
| Engineering cost deferred to future years (being amortized over a 25 year period) less amortization of $638,967.74 | 587,734.05 | $181,779,287.11 |
| **CHICAGO-O'HARE INTERNATIONAL AIRPORT CONSTRUCTION FUND:** | | |
| (Revenue Bond Proceeds Fund—Exhibit F): | | |
| Cash | $ 438,671.96 | |
| U. S. Government securities at cost (Schedule A-4) | 16,725,568.32 | |
| Due to Revenue Fund | ( 10,433.96) | 17,153,806.32 |
| **CHICAGO-O'HARE INTERNATIONAL AIRPORT REVENUE FUND:** | | |
| (Exhibit C) | | |
| Cash | $ 1,927,476.57 | |
| U. S. Government securities at cost, including accrued interest of $86,227.39 (Schedule A-4) | 28,683,741.51 | |
| Accounts Receivable—airlines and tenants, less allowances for losses, $74,944.49 (Schedule A-5) | 1,852,377.22 | |
| Expenditures budgeted in 1968—not yet incurred at December 31, 1968 | 891,300.00 | |
| Prepaid insurance | 44,377.48 | |
| Due from Construction fund | 10,433.96 | 33,409,706.74 |
| | | $232,342,800.17 |

Note 1—Revenue Fund balance includes $3,968,858.66 representing deferred income to reduce flight fee requirements in 1969.

See notes to financial statements.

( ) Indicates negative amount.

EXHIBIT A

## CHICAGO-O’HARE INTERNATIONAL AIRPORT

### BALANCE SHEET

### December 31, 1968

### LIABILITIES

| | | |
|---|---|---|
| CHICAGO-O’HARE INTERNATIONAL AIRPORT REVENUE BONDS, due January 1, 1999 (See notes as to sinking fund requirements): Authorized $178,000,000.00—Issued $172,000,000.00 | | |
| Outstanding: | | |
| Series of 1959—4¾% | $106,205,000.00 | |
| Series A of 1961—4¾% | 22,127,000.00 | |
| Series B of 1961—4¼% | 3,497,000.00 | |
| Series of 1967—4½% | 4,815,000.00 | |
| Series of 1968—5% | 18,000,000.00 | $154,644,000.00 |
| PAYABLES: | | |
| Chicago-O’Hare International Airport Construction Fund (Exhibit F): | | |
| Accounts and contracts payable | | 1,611,646.07 |
| Contingent liabilities—uncompleted contracts (See Note E) | | |
| City Funds: | | |
| Accounts and contracts payable | | 177,658.63 |
| Chicago-O’Hare International Airport Revenue Fund: | | |
| Accounts payable and accrued expenses | $ 3,644,527.50 | |
| Reserve for expenditures budgeted in 1968—not yet incurred at December 31, 1968 | 891,300.00 | 4,535,827.50 |
| FUND BALANCES | | |
| Equities in property and equipment (Exhibit B) | | |
| City funds invested | $ 19,925,532.85 | |
| City equity arising from retirement of bonds before allocation of depreciation | 17,356,000.00 | |
| State and Federal funds invested | 30,540,050.07 | |
| Utility company, concessionaire and airline funds invested | 10,967,631.75 | |
| Depreciation on assets acquired with Revenue Bond proceeds (Schedule A-2—page 3) | ( 36,918,385.98) | |
| Chicago-O’Hare International Airport Revenue Fund (Note 1) (Exhibit C) | 28,873,879.24 | |
| Chicago-O’Hare International Airport Construction Fund (Income from investments) | 628,960.04 | 71,373,667.97 |
| | | $232,342,800.17 |

Note 1—Revenue Fund balance includes $3,968,858.66 representing deferred income to reduce flight fee requirements in 1969.

See notes to financial statements.

( ) Indicates negative amount.

## CHICAGO-O'HARE INTERNATIONAL AIRPORT

**Exhibit B**

## SUMMARY OF CHANGES IN FUND BALANCES—ALL FUNDS OTHER THAN REVENUE FUND

### For The Year Ended December 31, 1968

| | Revenue Bond Proceeds Fund (Chicago-O'Hare International Airport Construction Fund) | Property Funds | | | | |
|---|---|---|---|---|---|---|
| | | Assets Acquired With | | | | |
| | | City Funds | State and Federal Funds | Revenue Bond Proceeds | Utility Concessionaire and Airline Funds | Total |
| BALANCE, JANUARY 1, 1968 | $ 2,304,733.23 | $18,851,138.80 | $30,090,863.46 | $120,502,263.65 | $10,191,564.10 | $179,635,830.01 |
| ADDITIONS: | | | | | | |
| Proceeds from sale of $18,000,000 principal amount of 5% Revenue Bonds, Series of 1968 (Note A below) | 17,545,000.00 | | | | | |
| Interest earned on investments | 372,852.17 | | | | | |
| Expenditures of City, State, Federal and other money for: | | | | | | |
| Land | | 32,040.59 | | | | 32,040.59 |
| Other facilities | | 2,503,309.40 | 1,174,191.40 | | | 3,677,500.80 |
| Amounts equivalent to expenditures: | | | | | | |
| From Revenue Fund—current operations | | | | | 1,084,826.61 | 1,084,826.61 |
| From Bond Proceeds Fund | | | | 4,595,425.15 | | 4,595,425.15 |
| Discount on bonds | | | | 540,000.00 | | 540,000.00 |
| Total | $20,222,585.40 | $21,386,488.79 | $31,265,054.86 | $125,637,688.80 | $11,276,390.71 | $189,565,623.16 |
| DEDUCTIONS: | | | | | | |
| Expenditures for general construction | $ 4,595,425.15 | $ | $ | $ | $ | $ |
| Transfer to Interest Account of Revenue Fund—accrued interest sold upon issuance of Revenue Bonds, Series of 1968 | 85,000.00 | | | | | |
| Amounts equivalent to: | | | | | | |
| Provision for depreciation of property and equipment | | 237,696.46 | 725,004.79 | 5,469,274.99 | 308,758.96 | 6,740,735.20 |
| Amortization of deferred engineering costs | | 49,068.08 | | | | 49,068.08 |
| Amounts returned to City (Note B below) | | 1,174,191.40 | | | | 1,174,191.40 |
| Total deductions | $ 4,680,425.15 | $ 1,460,955.94 | $ 725,004.79 | $ 5,469,274.99 | $ 308,758.96 | $ 7,963,994.68 |
| BALANCE, DECEMBER 31, 1968 | $15,542,160.25 | $19,925,532.85 | $30,540,050.07 | $120,168,413.81 | $10,967,631.75 | $181,601,628.48 |
| | (Exhibit F) | (Exhibit A) | (Exhibit A) | | (Exhibit A) | |

Note A—Details of proceeds from sale of Revenue Bonds, Series of 1968:

| | |
|---|---|
| Principal amount | $18,000,000.00 |
| Accrued interest to date of sale | 85,000.00 |
| Discount on bonds sold | ( 540,000.00) |
| Net proceeds | $17,545,000.00 |

Note B—This represents State and Federal grants-in-aid received in respect of expenditures from City Funds for construction.

( ) Indicates negative amount.

See notes to financial statements.

Exhibit C

## CHICAGO-O'HARE INTERNATIONAL AIRPORT

## SUMMARY OF CHANGES IN ACCOUNT BALANCES—REVENUE FUND

### For The Year Ended December 31, 1968

| | Operation and Maintenance Expense Account | Interest Account | Debt Service Reserve Account | Sinking Fund Account | Reserve Maintenance Account | Emergency Reserve Account | Reduction of Flight Fee Requirements | Revenue Fund Total |
|---|---|---|---|---|---|---|---|---|
| BALANCE AT JANUARY 1, 1968 | $ | $ | $12,981,455.00 | $ 41,920.11 | $3,208,332.00 | $ 9,454,821.01 | $1,614,541.12 | $27,301,069.24 |
| ADD: | | | | | | | | |
| Allocation of net revenues (Exhibit E)....... | | 6,965,523.51 | 76,250.00 | 4,831,623.49 | 860,000.00 | 887,451.19 | 3,968,858.66 | 17,589,706.85 |
| Income on investment (Note A)............ | | | | | 187,066.32 | 463,408.78 | | 650,475.10 |
| Transfer to the Sinking Fund Account amount in Debt Service Reserve Account which is in excess of Bond Ordinance requirement.... | | | (492,670.00) | 492,670.00 | | | | |
| Transfer from Bond Proceeds fund of accrued interest sold upon issuance of Revenue Bonds, Series of 1968 ................. | | 85,000.00 | | | | | | 85,000.00 |
| | $ | $7,050,523.51 | $12,565,035.00 | $5,366,213.60 | $4,255,398.32 | $10,805,680.98 | $5,583,399.78 | $45,626,251.19 |
| DEDUCT: | | | | | | | | |
| Applied to reduce 1968 flight fee requirements | $ | $ | $ | $ | $ | $ | $1,614,541.12 | $ 1,614,541.12 |
| Interest paid on revenue bonds ............ | | 7,050,523.51 | | | | | | 7,050,523.51 |
| Redemption of Chicago-O'Hare International Airport Revenue Bonds (Note B)......... | | | | 5,312,220.75 | | | | 5,312,220.75 |
| Expenditures from Reserve Maintenance Account for repairs to airport facilities...... | | | | | 2,775,086.57 | | | 2,775,086.57 |
| | $ | $7,050,523.51 | $ | $5,312,220.75 | $2,775,086.57 | $ | $1,614,541.12 | $16,752,371.95 |
| BALANCE AT DECEMBER 31, 1968 | $ | $ | $12,565,035.00 | $ 53,992,85 | $1,480,311.75 | $10,805,680.98 | $3,968,858.66 | $28,873,879.24 |
| BALANCE AT DECEMBER 31, 1968 represented by: | | | | | | | | |
| Cash on deposit ......................... | $1,924,537.94 | $ | $ 115.36 | $ 707.32 | $ 681.14 | $ 1,434.81 | $ | $ 1,927,476.57 |
| Investment in U.S. Government securities.... | 3,095,120.39 | | 12,564,919.64 | 53,285.53 | 2,136,924.89 | 10,747,263.67 | | 28,597,514.12 |
| Accrued interest on U.S. Government securities (Schedule A-4).................... | | | 29,999.24 | | | 56,228.15 | | 86,227.39 |
| Accounts Receivable, less allowances for losses $74,944.49 (Schedule A-5).............. | 1,852,377.22 | | | | | | | 1,852,377.22 |
| Due (to) from other accounts............. | 39,678.85 | | (29,999.24) | | | 754.35 | | 10,433.96 |
| Prepaid Insurance ....................... | 44,377.48 | | | | | | | 44,377.48 |
| Expenditures budgeted in 1968—not yet incurred at December 31, 1968—contra..... | 891,300.00 | | | | | | | 891,300.00 |
| Total ....................... | $7,847,391.88 | $ | $12,565,035.00 | $ 53,992.85 | $2,137,606.03 | $10,805,680.98 | $ | $33,409,706.74 |
| LESS—Accounts payable ..................... | 2,987,233.22 | | | | 657,294.28 | | | 3,644,527.50 |
| Deferred income to be applied to reduce flight fees of future periods .................. | 3,968,858.66 | | | | | | (3,968,858.66) | |
| Reserve for expenditures budgeted in 1968—not yet incurred at December 31, 1968—contra ............................. | 891,300.00 | | | | | | | 891,300.00 |
| BALANCE AT DECEMBER 31, 1968 | $ | $ | $12,565,035.00 | $ 53,992.85 | $1,480,311.75 | $10,805,680.98 | $3,968,858.66 | $28,873,879.24 |
| | | | | | | | | (Exhibit A) |

Note A—Exclusive of $953,229.51 (included in allocation of net revenue) representing interest earned on investments other than those of the Reserve Maintenance and Emergency Reserve Accounts.

Note B—Represents $5,387,000.00 par value Chicago-O'Hare International Airport Revenue Bonds.

( ) Indicates negative amount.

EXHIBIT D
Page 1 of 2

## CHICAGO-O'HARE INTERNATIONAL AIRPORT

## COMPARATIVE STATEMENT OF REVENUES AND EXPENSES

### For The Years Ended December 31, 1968 and 1967

| | Period | | |
|---|---|---|---|
| | 1968 | 1967 | Increase or (Decrease) |
| REVENUES: (Schedule B-1) | | | |
| Flight fees, exclusive of ramp rentals | $ 7,291,503.12 | $ 7,625,814.85 | ($ 334,311.73) |
| Rentals, utility sales, concessions and income from investments | 21,792,677.11 | 20,010,152.93 | 1,782,524.18 |
| Total | $29,084,180.23 | $27,635,967.78 | $1,448,212.45 |
| EXPENSES, excluding fixed charges: | | | |
| Salaries and wages— | | | |
| Department of Aviation-Administrative (Sch. B-4) | $ 341,715.69 | $ 353,682.62 | ($ 11,966.93) |
| Department of Aviation-Operating | 4,078,041.71 | 3,430,567.77 | 647,473.94 |
| Corporation Counsel's office | 38,435.72 | 39,951.58 | (1,515.86) |
| Comptroller's office | 26,286.00 | 23,777.80 | 2,508.20 |
| Fire department | 563,160.12 | 528,295.67 | 34,864.45 |
| Police department | 712,800.00 | 593,928.00 | 118,872.00 |
| Indirect administrative and general (Sch. B-4) | 287,078.60 | 248,527.40 | 38,551.20 |
| | $ 6,047,517.84 | $ 5,218,730.84 | $ 828,787.00 |
| Fire department supplies and maintenance | 6,652.89 | 3,874.30 | 2,778.59 |
| Gasoline | 12,863.92 | 9,822.77 | 3,041.15 |
| Heat, light, power and water | 877,646.75 | 901,177.03 | (23,530.28) |
| Insurance—general | 215,595.18 | 206,785.04 | 8,810.14 |
| Insurance—workmen's compensation and disability | 75,575.29 | 83,395.15 | (7,819.86) |
| Materials and supplies | 656,614.51 | 447,250.30 | 209,364.21 |
| Professional services | 670,289.32 | 480,279.25 | 190,010.07 |
| Provision for doubtful accounts | (49,873.15) | 81,309.47 | (131,182.62) |
| Provision for pensions | 487,021.09 | 435,772.37 | 51,248.72 |
| Bank service charges | 40,256.27 | 38,329.49 | 1,926.78 |
| Financial publication | 1,310.74 | 16,239.19 | (14,928.45) |
| Repairs and maintenance (Schedule B-5) | 1,705,186.41 | 1,709,134.59 | (3,948.18) |
| Real Estate taxes | | 1,726.24 | (1,726.24) |
| Telephone and telegraph | 16,221.96 | 13,319.93 | 2,902.03 |
| Tools | 7,553.83 | 5,977.30 | 1,576.53 |
| Travel | 6,005.47 | 6,356.34 | (350.87) |
| Vehicles | 40,816.39 | 24,970.22 | 15,846.17 |
| Machinery and equipment | 46,375.56 | 66,655.52 | (20,279.96) |
| Miscellaneous | 89,915.46 | 87,404.71 | 2,510.75 |
| Indirect administrative and general expenses: | | | |
| Department of Aviation (Schedule (B-4) | 39,352.05 | 43,779.14 | (4,427.09) |
| Other (Schedule B-4) | 287,078.60 | 248,527.40 | 38,551.20 |
| Total operating expenses, excluding fixed charges | $11,279,976.38 | $10,130,816.59 | $1,149,159.79 |
| NET OPERATING INCOME BEFORE FIXED CHARGES AND APPLICATION OF REVENUES | $17,804,203.85 | $17,505,151.19 | $ 299,052.66 |

( ) Indicates negative amount.

(Continued to next page)

EXHIBIT D
Page 2 of 2

## CHICAGO-O'HARE INTERNATIONAL AIRPORT

## COMPARATIVE STATEMENT OF REVENUES AND EXPENSES

### For The Years Ended December 31, 1968 and 1967

| | Period | | Increase or (Decrease) |
|---|---|---|---|
| | 1968 | 1967 | |
| NET OPERATING INCOME BEFORE FIXED CHARGES AND APPLICATION OF REVENUES—(brought forward) | $17,804,203.85 | $17,505,151.19 | $ 299,052.66 |
| PROVISION FOR FIXED CHARGES: | | | |
| Interest on revenue bonds | $ 6,965,523.51 | $ 6,656,279.60 | $ 309,243.91 |
| Premium on bonds retired | | 114,752.50 | ( 114,752.50) |
| Depreciation—all properties (Schedule A-2) | 6,740,735.20 | 6,659,285.92 | 81,449.28 |
| Amortization of deferred engineering cost | 49,068.08 | 49,068.08 | |
| | $13,755,326.79 | $13,479,386.10 | $ 275,940.69 |
| INCOME IN EXCESS OF EXPENSES | $ 4,048,877.06 | $ 4,025,765.09 | $ 23,111.97 |
| OPERATING REVENUES USED FOR: (Note D) | | | |
| Capital improvements | $ 1,084,826.61 | $ 2,908,070.58 | ($1,823,243.97) |
| Preliminary survey expenses for proposed third major commercial airport | 93,736.41 | 117,446.43 | ( 23,710.02) |
| | $ 1,178,563.02 | $ 3,025,517.01 | ($1,846,953.99) |
| BALANCE (EXHIBIT E) | $ 2,870,314.04 | $ 1,000,248.08 | $1,870,065.96 |

See notes to financial statements.

EXHIBIT E

## CHICAGO-O'HARE INTERNATIONAL AIRPORT

## RECONCILIATION TO "NET REVENUES" AS DEFINED IN BOND ORDINANCE

### For The Years Ended December 31, 1968 and 1967

| | 1968 | 1967 |
|---|---|---|
| Balance of income in excess of expense (Exhibit D) | $ 2,870,314.04 | $ 1,000,248.08 |
| Add (deduct) adjustments to reflect ordinance basis of accounting: | | |
| In respect of items included above in determination of income and expenses: | | |
| Depreciation of fixed assets and amortization of deferred engineering costs | 6,789,803.28 | 6,708,354.00 |
| Interest on revenue bonds | 6,965,523.51 | 6,656,279.60 |
| Interest earned on investments of reserve maintenance and emergency reserve accounts | ( 650,475.10) | ( 638,593.13) |
| In respect of items not included above in determination of income and expenses: | | |
| Carryover from revenue of preceding year as reduction of flight fee requirements | 1,614,541.12 | 382,849.60 |
| "Net Revenues" as defined in bond ordinance | $17,589,706.85 | $14,109,138.15 |
| Allocation of net revenues (In order of priority): | | |
| Interest account | $ 6,965,523.51 | $ 6,656,279.60 |
| Debt Service Reserve Account | 76,250.00 | |
| Sinking Fund Account—Minimum sinking fund payment | 2,196,000.00 | 2,025,000.00 |
| Reserve Maintenance Account | 860,000.00 | 506,304.17 |
| Emergency Reserve Account | 887,451.19 | 857,667.86 |
| To reduce flight fee requirements—future periods | 3,968,858.66 | 1,614,541.12 |
| Remainder of debt service requirements as defined by the Bond Ordinance (allocated to Sinking Fund) | 2,635,623.49 | 2,449,345.40 |
| Total | $17,589,706.85<br>(Exhibit C) | $14,109,138.15 |
| Total allocation to Sinking Fund Account: | | |
| Minimum payment | $ 2,196,000.00 | $ 2,025,000.00 |
| Additional allocation of remaining net revenues | 2,635,623.49 | 2,449,345.40 |
| | $ 4,831,623.49 | $ 4,474,345.40 |

**See notes to financial statements.**

**( ) Indicates negative amount.**

## CHICAGO-O'HARE INTERNATIONAL AIRPORT

## DETAILS OF APPLICATION OF PROCEEDS OF REVENUE BONDS

### For The Year Ended December 31, 1968

| | Chicago-O'Hare International Airport Construction Fund | | | |
|---|---|---|---|---|
| | General Construction Prior to 1967 | General Construction of 1967 | General Construction of 1968 | Total |
| BALANCE, JANUARY 1, 1968 | $ 941,932.94 | $1,362,800.29 | $ | $ 2,304,733.23 |
| ADDITIONS: | | | | |
| Proceeds from sale of Revenue Bonds, Series of 1968 | | | 17,545,000.00 | 17,545,000.00 |
| Interest earned on investments | 55,511.88 | 75,419.78 | 241,920.51 | 372,852.17 |
| Total | $ 997,444.82 | $1,438,220.07 | $17,786,920.51 | $20,222,585.40 |
| DEDUCTIONS: | | | | |
| Expenditures for: | | | | |
| Runways and other facilities | $ | ($ 79,466.08) | $ 4,655,223.75 | $ 4,575,757.67 |
| Legal fees | | | 10,817.48 | 10,817.48 |
| Bond printing costs | | | 8,850.00 | 8,850.00 |
| Transfer to Interest Account of Revenue Fund—accrued interest sold upon issuance of Revenue Bonds—Series of 1968 | | | 85,000.00 | 85,000.00 |
| Total deductions | $ | ($ 79,466.08) | $ 4,759,891.23 | $ 4,680,425.15 |
| UNEXPENDED BALANCE AT DECEMBER 31, 1968 | $ 997,444.82 | $1,517,686.15 | $13,027,029.28 | $15,542,160.25 |
| Balance at December 31, 1968 represented by : | | | | |
| Cash on deposit | $ 9,329.23 | $ 422.41 | $ 428,920.32 | $ 438,671.96 |
| U. S. Government securities, at cost | 1,152,869.15 | 1,650,591.95 | 13,922,107.22 | 16,725,568.32 |
| Due from (to) Revenue Fund | | | ( 10,433.96) | ( 10,433.96) |
| Total | $1,162,198.38 | $1,651,014.36 | $14,340,593.58 | $17,153,806.32 |
| Less—Accounts and contracts payable | 164,753.56 | 133,328.21 | 1,313,564.30 | 1,611,646.07 |
| Balance | $ 997,444.82 | $1,517,686.15 | $13,027,029.28 | $15,542,160.25 |

(Exhibit B)

( ) Indicates negative amount.

See notes to financial statements.

## CHICAGO-O'HARE INTERNATIONAL AIRPORT

## NOTES TO FINANCIAL STATEMENTS

### December 31, 1968

*Note A—General:*

The issuance of Chicago-O'Hare International Airport Revenue Bonds was authorized by an ordinance adopted December 29, 1958, and supplemental ordinances adopted subsequently. The purpose of the issues was to provide funds for the extension and improvement of the Airport and its facilities.

At December 31, 1968, the total principal amount of Revenue Bonds authorized amounted to $178,000,000, of which $172,000,000 had been offered for sale and sold. Of the amount sold, $17,356,000 had been called or purchased and retired as of December 31, 1968 ($5,387,000 during 1968), leaving $154,644,000 outstanding as of December 31, 1968. The unexpended proceeds from Revenue Bond issues amounted to $15,542,160 at December 31, 1968.

Operating revenues from flight fees, rentals, concessions, and other sources (accounted for collectively through the Revenue Fund) are restricted by the Bond Ordinance as to the use for the purposes enumerated in Note B4. For each specified purpose, a separate account is provided within the Revenue Fund.

The financial statements include amounts in respect of Airport facilities paid for by the City, State and Federal Governments, and private parties (totaling approximately $72,400,000 at cost-carried in the accounts net of accumulated provisions for depreciation at approximately $61,000,000 at December 31, 1968) as well as those acquired with proceeds of the Revenue Bonds.

*Note B—Accounting Policies:*

1. United States Government Securities:

The aggregate market value of the securities at December 31, 1968, is approximately $134,000 in excess of cost. Accrued interest is included only on those securities having stated interest rates. Discounts and premiums are recognized at time of maturity or disposition.

2. Property and Equipment:

All land acquisitions have been made with money provided by the City, and State and Federal Governments. Earthwork and landscaping paid for with Revenue Bond proceeds has been charged to the land account. Interest is capitalized from the commencement of work through the year of completion on land improvements provided through the use of City money.

Capitalized expenditures from Revenue Bond proceeds include the cost of: construction; engineering fees; legal expenses; financing and other incidental expenses; discount, less premium, on Revenue Bonds issued; and interest on Revenue Bonds, Series of 1959 and Series A of 1961, through December 31, 1961, and interest on Revenue Bonds, Series of 1967, through December 31, 1967.

All replacements of vehicles, furnishings, signs, and other equipment are expensed during the year of acquisition in accordance with the terms of the Ordinance.

Grants from the State and Federal Governments are recognized only as received. As of December 31, 1968, a maximum of $4,700,000 was available from such grants.

Depreciation is provided in respect of facilities other than land on a straight-line basis using annual rates calculated to amortize the cost of the individual assets over their estimated useful lives commencing in the year following the year of acquisition or completion of construction.

Under the terms of the Ordinance, only depreciation and amortization applicable to facilities acquired with City money are taken into account in establishing flight fee revenue requirements.

3. Interest on City's Investment in Airport Property:

The Ordinance provides that "Airport expense", for the purpose of computing flight fees collectible from the airlines, shall take into account interest on money of the City invested in property and equipment and deferred engineering costs. (See Note B4f)

4. Allocation of Operating Revenues:

The Ordinance requires the allocation of revenues for specified purposes in the following order of priority.

a. Ordinary costs of operation and maintenance, but not in excess of the amount budgeted by the City for such purposes.

b. Amounts equal to interest on bonds outstanding. During 1968, interest of $7,050,524 was paid, of which $6,965,524 was allocated from the Revenue Fund and $85,000 from 1968 receipts of the Bond Proceeds Fund.

c. The debt service reserve must be maintained at an amount equal to two years' interest requirements. The debt service reserve for Revenue Bonds issued prior to the Series of 1967 issue was fully funded at December 31, 1965, through allocations made in prior years. In respect of the bonds for which the debt service reserve was fully funded, bonds in the principal amount of $5,202,000 were purchased and retired during 1968; accordingly, the interest requirement applicable to the bonds retired during 1968 ($492,670) was transferred to the sinking fund. In respect of the Revenue Bonds, Series of 1967, $76,250 was allocated to the debt service reserve during the year; and in respect of the Revenue Bonds, Series of 1968, commencing January 1, 1969, $293,250 is to be allocated to the debt service reserve annually until an amount equal to two years' interest requirements is accumulated.

d. For the sinking fund, a minimum payment ranging from $2,196,000 for 1968 to $9,905,000 in 1998. Additional amounts are allocable to the sinking fund as explained in Note B4c ($492,670 for 1968) and Note B4h ($2,635,623 for 1968). The total amount added to the sinking fund from all sources during 1968 totaled $5,324,293.

e. For reserve maintenance, $860,000 annually until $3,583,332 is accumulated. Major repairs, renewals, and replacements may be paid for with these funds. During 1968, expenditures for these purposes totaling $2,775,086 were made from the account.

f. For the emergency reserve, amounts (total for 1968—$887,451) equal to the annual provisions for (a) depreciation and amortization on assets acquired with City money (for 1968—$286,764) and (b) interest on City money invested in Airport assets (for 1968—$600,687). These funds may be used to abate landing fees in the event the Airport is closed.

g. To the extent that revenues for the year as defined in the Ordinance, including deferred income from the preceding year, exceed "Airport expense" as defined, the excess shall be considered deferred income and as revenues of the next succeeding year. In accordance with this provision, revenues of $3,968,859 for the year ended December 31, 1968, have been so deferred in the Revenue Fund, to be carried over to reduce flight fee requirements for 1969.

h. Any remaining revenues after making the aforementioned allocations, are to be allocated to the sinking fund. For the year ended December 31, 1968, $2,635,623 of the remaining revenues were so allocated.

*Note C—Revenue Bond Retirement:*

Money in the sinking fund account is to be applied as rapidly as practicable to the retirement of bonds, by call, purchase in the open market, or by tender.

Bonds may be redeemed, by call, from funds provided by Airport revenues, at prices ranging downward from 104¼% of principal amount to par value, plus accrued interest, to December 31, 1989; and, thereafter, at par value, plus accrued interest. Bonds also may be redeemed by purchase in the open market or by tender at prices not in excess of call prices.

From January 1, 1974 to December 31, 1989, with respect to Revenue Bonds issued prior to the Series of 1968, and from January 1, 1978 to December 31, 1989, with respect to the Series of 1968, the total bonds outstanding of any issue may also be redeemed from resources other than Airport revenues at prices approximately 1% of principal amount in excess of the aforementioned call prices; and, thereafter, at par value, plus accrued interest.

During the year, bonds in the principal amount of $5,387,000 were purchased at a cost of $5,312,221, and retired, with funds provided by the sinking fund.

*Note D—Use of Operating Revenues:*

The Bond Ordinance does not permit the use of operating revenues for capital improvements or other expenditures not directly related to the operation of the Airport; however, the Airline Representative has agreed to this practice which has the effect of increasing flight fee requirements.

*Note E—Contingent Liabilities:*

Work to be performed under uncompleted contracts in force for Airport facilities to be financed by Revenue Bond money aggregated approximately $3,500,000 at December 31, 1968.

Certain contractors who were engaged in Airport construction under the Revenue Bond program have presented claims or filed suit for approximately $1,600,000 in excess of contract amounts. The City of Chicago refused payment of these claims. No amounts have been recorded in the financial statements for any additional payments which may arise from these claims or suits.

SCHEDULE B-1

## CHICAGO-O'HARE INTERNATIONAL AIRPORT

## COMPARATIVE STATEMENT OF REVENUES

### For The Years Ended December 31, 1968 and 1967

| | 1968 | 1967 | Increase (Decrease) |
|---|---|---|---|
| FLIGHT FEES: | | | |
| Airlines (Schedule B-2) | $12,237,601.87 | $11,927,912.10 | $ 309,689.77 |
| Less ramp rentals (see (1) below) | 4,946,130.00 | 4,302,120.00 | 644,010.00 |
| Excess of flight fees over ramp rentals | $ 7,291,471.87 | $ 7,625,792.10 | ($ 334,320.23) |
| Helicopters | 31.25 | 22.75 | 8.50 |
| | $ 7,291,503.12 | $ 7,625,814.85 | ($ 334,311.73) |
| RENTALS: | | | |
| Ramps (see (1) above) | $ 4,946,130.00 | $ 4,302,120.00 | $ 644,010.00 |
| Hangars | 2,930,424.00 | 2,930,424.00 | |
| Terminal buildings | 2,038,359.96 | 1,848,019.35 | 190,340.61 |
| International building | 559,672.32 | 548,866.84 | 10,805.48 |
| Tank farm | 634,416.00 | 634,416.00 | |
| Air cargo buildings | 456,361.23 | 452,714.64 | 3,646.59 |
| Other buildings | 38,825.16 | 30,246.00 | 8,579.16 |
| Aircraft tie-down fees | 20,207.31 | 21,045.07 | (837.76) |
| Fixed base operator | 6,365.76 | 6,365.76 | |
| Maintenance area | 23,196.64 | 23,687.64 | (491.00) |
| Land | 220,773.16 | 95,266.34 | 125,506.82 |
| | $11,874,731.54 | $10,893,171.64 | $ 981,559.90 |
| UTILITY SALES | $ 102,671.38 | $ 105,256.24 | ($ 2,584.86) |
| CONCESSIONS: | | | |
| Automobile parking | $ 3,593,474.35 | $ 3,126,907.29 | $ 466,567.06 |
| Observation deck | 55,610.45 | 55,838.69 | (228.24) |
| Bus service | 498,030.38 | 462,411.96 | 35,618.42 |
| Automobile rentals | 1,126,454.14 | 996,522.76 | 129,931.38 |
| Restaurant | 1,068,171.33 | 1,004,614.12 | 63,557.21 |
| In-flight meals | 228,186.56 | 296,113.92 | (67,927.36) |
| Telephone and telegraph | 162.469.31 | 168,495.72 | (6,026.41) |
| Insurance | 380,511.68 | 369,807.69 | 10,703.99 |
| Fixed base operator | 96,355.91 | 93,212.37 | 3,143.54 |
| News and gift stands | 299,343.85 | 294,412.97 | 4,930.88 |
| Parcel lockers | 103,734.56 | 100,088.68 | 3,645.88 |
| Display advertising | 235,070.44 | 189,007.35 | 46,063.09 |
| Barber shops | 11,987.20 | 11,124.56 | 862.64 |
| Drug stores | 222,558.27 | 191,243.36 | 31,314.91 |
| Coin operated toilet doors | 116,346.01 | 109,417.38 | 6,928.63 |
| Heel bar and valet shops | 10,134.12 | 10,608.07 | (473.95) |
| Miscellaneous | 3,131.02 | 12,129.78 | (8,998.76) |
| | $ 8,211,569.58 | $ 7,491,956.67 | $ 719,612.91 |
| INCOME FROM AIRPORT OPERATIONS | $27,480,475.62 | $26,116,199.40 | $1,364,276.22 |
| INCOME ON INVESTMENTS | 1,603,704.61 | 1,519,768.38 | 83,936.23 |
| Total revenues (Exhibit D) | $29,084,180.23 | $27,635,967.78 | $1,448,212.45 |

SCHEDULE B-2

## CHICAGO-O'HARE INTERNATIONAL AIRPORT

## COMPARATIVE SUMMARY OF FLIGHT FEES

### For The Years Ended December 31, 1968 and 1967

| | Flight Fees | |
|---|---|---|
| | 1968 | 1967 |
| AIRLINE PARTIES: | | |
| Air-Canada Air Lines | $ 68,688.19 | $ 79,370.47 |
| American Airlines, Inc. | 2,458,446.28 | 2,404,713.02 |
| Braniff International Airways | 328,677.69 | 324,365.32 |
| Continental Air Lines, Inc. | 345,045.36 | 284,329.12 |
| Delta Air Lines, Inc. | 809,165.57 | 768,437.30 |
| Eastern Air Lines, Inc. | 582,747.44 | 571,347.51 |
| The Flying Tiger Line, Inc. | 73,425.56 | 84,925.61 |
| Allegheny Airlines | 60,960.00 | 60,960.00 |
| North Central Airlines, Inc. | 387,157.96 | 351,933.98 |
| Northwest Orient Airlines, Inc. | 1,224,518.29 | 1,201,971.61 |
| Ozark Airlines, Inc. | 279,029.53 | 259,278.66 |
| Pan American World Airways, Inc. | 47,966.19 | 61,482.34 |
| Trans World Airlines, Inc. | 1,709,504.71 | 1,652,157.29 |
| United Air Lines, Inc. | 3,565,659.36 | 3,549,354.78 |
| Total—Airline Parties | $11,940,992.13 | $11,654,627.01 |
| OTHER AIRLINES: | | |
| Airlift International | $ 22,247.79 | $ 18,721.04 |
| Alitalia Airlines | 16,524.39 | 17,594.16 |
| British Overseas Airways Corp. | 21,071.12 | 22,716.32 |
| Compagnie Nationale Air France | 28,416.96 | 32,434.21 |
| Compania Mexicana de Aviacion, S.A. | 12,717.92 | 14,319.14 |
| Irish International Airlines | 10,685.68 | 9,701.29 |
| Lufthansa German Airlines | 20,299.37 | 22,882.90 |
| Scandinavian Airlines System | 17,192.38 | 16,579.79 |
| Swissair Airlines | 13,465.01 | 14,232.76 |
| Other | 133,989.12 | $ 104,103.48 |
| Total—Other Airlines | $ 296,609.74 | $ 273,285.09 |
| Total | $12,237,601.87 | $11,927,912.10 |
| | (Schedule B-1) | (Schedule B-1) |

Flight fees per 1,000 pounds of gross landed weights were set by the airport consultants as follows:

| Six Months Ended | Rate |
|---|---|
| 6/30/67 | .316 |
| 12/31/67 | .371 |
| 6/30/68 | .410 |
| 12/31/68 | .212 |

### Ordinance Amended for Execution of Contract for Sale of $52,000,000 Chicago-O'Hare International Airport Revenue Bonds, Series of March, 1970 and Purchase Contract Attached Thereto.

Alderman Keane moved to amend the Ordinance Authorizing the Execution of a Contract for the Sale of $52,000,000 Chicago-O'Hare International Airport Revenue Bonds, Series of March, 1970, and the Purchase Contract attached thereto deferred and ordered published on February 25, 1970 and appearing at pages 7939-7945, inclusive, of the Council Proceedings of February 25, 1970, in the following respects:

*Be It Ordained by the City Council of the City of Chicago:*

(1) Under the words "Chicago, Illinois" on page 7940, insert the date "March 25, 1970".

(2) In line 3 of Paragraph 2 entitled "The Bonds" appearing on page 7940, insert the figures "6.80".

(3) In line 4 in Paragraph 4 entitled "Purchase and Sale of Bonds" appearing on page 7941, insert "97.54%" and in line 6 of the same Paragraph insert "6.80%".

In the second line of the second paragraph of Paragraph 4, insert "99¾%".

In line 5 of subparagraph (b) in paragraph 3 thereof insert "October 9, 1969" and in line 6 of said paragraph, insert "March 25, 1970".

(4) In line 2 of paragraph 5 entitled "Time and Place of Closing", on page 7941, insert "March 15, 1970"; in line 3 thereof insert "10"; and in line 6 thereof insert "11".

(5) In Paragraph 6 entitled "Deposit", appearing on page 7942, in line 3 thereof insert the sum of "$1,040,000" in lieu of "$520,000".

(6) In Paragraph 7 entitled "Conditions of the Underwriters' Obligations", page 7942, in lines 3 and 4 of subparagraph (d) appearing on page 7943, insert "March 25, 1970".

(7) In Paragraph 10 entitled "Defaults of Underwriters" page 7944, in the last line thereof, appearing on page 7945, insert "May 15, 1970".

(8) The 5th line of the Acceptance Clause of said contract appearing on page 7945 shall read as follows:

"on the 25th day of March, 1970".

Alderman Keane moved to Adopt the foregoing amendments. The motion *Prevailed.*

Said Contract for the Sale of $52,000,000 Chicago-O'Hare International Airport Revenue Bonds, Series of March, 1970, as hereinbefore amended, *Passed* in the following form, by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Wigoda, Sperling—39.

*Nays*—Alderman Hoellen—1.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

**The following is said ordinance as passed:**

AN ORDINANCE

Authorizing Execution of a Contract for the Sale of $52,000,000 Chicago-O'Hare International Airport Revenue Bonds, Series of March, 1970.

WHEREAS, It is deemed advisable, necessary and in the best interests of the City and the public that improvements and extensions be provided for the Chicago-O'Hare International Airport; and

WHEREAS, It has been established by the consulting engineer of said Airport, and it is hereby determined that such improvements and extensions will cost not less than $52,000,000 for which purpose it will be necessary for the City to issue Chicago-O'Hare International Airport Revenue Bonds, Series of March, 1970 in the principal amount of $52,000,000; and

WHEREAS, There has been presented to this City Council a contract for the purchase of revenue bonds in the principal amount of $52,000,000, which contract is in words and figures as set forth in the contract for purchase attached hereto and made a part hereof; and

WHEREAS, It is deemed advisable and is in the interests of the City that the offer to purchase in accordance with the Contract attached hereto be approved and accepted by the City; now, therefore,

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the contract for the purchase of $52,000,000 principal amount of Chicago-O'Hare International Airport Revenue Bonds, Series of March, 1970, set forth in the contract for purchase attached to this ordinance, be and is hereby approved and accepted, and the Mayor is authorized to execute the contract for the sale of said Bonds for and on behalf of the City, and the City Clerk is hereby authorized to attest thereto his signature and the seal of the City.

SECTION 2. That this ordinance shall be in full force and effect immediately upon its passage.

[Purchase Contract printed on pages 8077A to 8081, inclusive]

### Supplemental Ordinance Amended Authorizing Issue of $52,000,000 Principal Amount of Chicago-O'Hare International Airport Revenue Bonds, Series of March, 1970.

Alderman Keane moved to amend the Supplemental Ordinance authorizing the issue of $52,000,000 principal amount of Chicago-O'Hare International Airport Revenue Bonds, Series of March, 1970, deferred and ordered published on February 25, 1970, appearing at pages 7946-7948, inclusive, of the Council Proceedings of February 25, 1970, in the following respects:

*Be It Ordained by the City Council of the City of Chicago:*

(1) In the last line of the second whereas appearing on page 7946, insert the figures "147,910,000".

(2) In lieu of the second line of Section 5 appearing on page 7947, insert the following:

"rate of six and eighty-hundredths per cent (6.80%) per annum,"

In the fifth line of the third paragraph of Section 5, insert the figures "73".

After the ninth line in paragraph three of Section 5 appearing on page 7947, under the columns "Period (Both Dates Inclusive)" and "Redemption Price (Percentage of Principal Amount)" insert the following:

| | |
|---|---|
| January 1, 1973 to December 31, 1975 | 105 |
| January 1, 1976 to December 31, 1979 | 104½ |
| January 1, 1980 to December 31, 1981 | 104 |

# $52,000,000
# CITY OF CHICAGO
# CHICAGO-O'HARE INTERNATIONAL AIRPORT REVENUE BONDS, SERIES OF MARCH, 1970

**Due January 1, 1999**

## PURCHASE CONTRACT

**Chicago, Illinois**
**March 25, 1970**

City Council of the City of Chicago
121 North La Salle Street
Chicago, Illinois

Dear Sirs:

The undersigned, Walston & Co., Inc., Manager, and Glore Forgan Staats Incorporated, Halsey, Stuart & Co. Inc., and Stifel, Nicolaus & Company, Incorporated, Co-Managers (hereinafter called the "Managing Underwriters"), hereby agree with the City of Chicago, a Municipal Corporation of the State of Illinois (hereinafter called the "City"), as follows:

1. *Underwriters and Managing Underwriters.* The term "Underwriters" as used herein shall mean the several persons, firms or corporations named in "Schedule I" hereto attached including the Managing Underwriters. The Managing Underwriters represent that they have been authorized by the Underwriters to execute this Purchase Contract on their behalf and to act for them in the manner herein provided. The list of Underwriters may be changed by the Managing Underwriters prior to the time of closing, as hereinafter defined, without advice to the City, except as provided in paragraph 10 and except that the Managing Underwriters shall in any event remain on such list as Underwriters. A final list of Underwriters shall be filed with the City at or before the time of closing.

2. *The Bonds.* The City proposes to issue $52,000,000 principal amount of its Chicago-O'Hare International Airport Revenue Bonds, Series of March, 1970, dated March 1, 1970, due January 1, 1999, with interest at the coupon rate of 6.80% payable July 1, 1970 and semi-annually thereafter (hereinafter called the "Bonds"), pursuant to its Ordinance adopted December 29, 1958 and an Ordinance to be adopted by the City Council in the form attached hereto and marked "Exhibit A" approving the sale of the Bonds, fixing the interest rate therefor, specifying the maximum amount to be allocated each fiscal year to the Debt Service Reserve Account and Reserve Maintenance Account and setting forth the amounts to be allocated in each fiscal year to the Sinking Fund Account (hereinafter referred to as the "Ordinances"). The Bonds are more fully described in the form of the Official Statement of the City defined in paragraph 4 hereof.

3. *Representations and Warranties of the City.* The City represents and warrants to the Underwriters that, both at the time of the execution of this Purchase Contract and at the time of the closing, the statements and information contained in that portion, executed by the City, of the Official Statement, as hereinafter defined, relating to the Bonds and delivered herewith are and will be true and correct in all material respects and such statements of the City in the Official Statement do not and will not omit any material statement or information which should be included therein for the purpose for which the Official Statement is to be used, or which is necessary to make the statements and information contained therein not misleading.

The City further represents and warrants to the Underwriters that it has advised the Managing Underwriters as to any litigation which is pending against the City in any Court at the time of the execution of this Purchase Contract, relating in any way to the Bonds, the Ordinances or any ordinance supplemental thereto, this Purchase Contract, the leases and agreements referred to in paragraph 7 (d) or the power and authority of the City to enter into and perform the agreements and undertakings contained in any thereof. The City agrees to advise the Managing Underwriters promptly of any such litigation instituted after the signing of this Purchase Contract.

4. *Purchase and Sale of Bonds.* On the basis of the representations and warranties herein contained, but subject to the terms and conditions set forth in this Purchase Contract, the City agrees to sell to the Underwriters, and the Underwriters agree jointly and severally to purchase from the City, all (but not less than all) of $52,000,000 aggregate principal amount of such Bonds at 97.54% of the principal amount thereof plus interest accrued on the principal amount thereof at the coupon rate of 6.80% from March 1, 1970 to the date of delivery.

The Underwriters agree to make a bona fide public offering of all of the Bonds at not in excess of the initial public offering price, which shall be 99¾% of the principal amount of the Bonds plus interest thereon from March 1, 1970 to the date of delivery.

At or prior to the time of the execution of this Purchase Contract by the City, the City shall have delivered to the Managing Underwriters:

(a) One copy of each of the Ordinances certified under seal to have been duly adopted by the City Council;

(b) One copy of the Official Statement of the City relating to the Bonds in the form attached hereto marked Schedule II, (which, together with all exhibits, maps and reports or statements attached thereto or included therein, is called herein the "Official Statement"), executed on behalf of the City by its Mayor as to the City's portion thereof and including a summary engineers' report, dated October 9, 1969, executed by Charles F. Murphy, Consulting Engineer, and an Airport Consultant's Certificate dated March 25, 1970, executed by Landrum & Brown, Airport Consultants.

Twelve additional certified or executed copies of the foregoing documents shall be delivered to the Managing Underwriters as soon as practicable but not later than the time of closing.

The City authorizes the Underwriters to use any and all of such material in connection with the public offering and sale of the Bonds.

5. *Time and Place of Closing.* Payment for and delivery of the Bonds shall be made when the Bonds and delivery papers are ready but in any event no later than May 15, 1970. Such payment shall be made at the office of The First National Bank of Chicago, Chicago, Illinois at 10 A.M. Central Daylight Time on such date, and delivery of the Bonds to the Managing Underwriters shall be made in part at such place and time in Chicago and in part at the principal office of Chemical Bank, New York, New York, at 11 A.M. Eastern Daylight Time on such date (the respective aggregate principal amounts of the Bonds so to be delivered in Chicago and in New York to be specified by the Managing Underwriters not less than ten days prior to the time of closing). The hour and date of such delivery and payment is herein called the "time of closing," and shall be determined by agreement between the City and the Managing Underwriters within the period hereinabove stated. Payment for the Bonds for the account of the Underwriters shall be made in Federal Reserve funds, to the order of the City Treasurer, City of Chicago, Illinois. The amount of the payment so made shall be the purchase price specified in paragraph 4 less the amount of the deposit referred to in paragraph 6 made on behalf of the Underwriters. Payment for the Bonds shall be made upon delivery of the Bonds to the Managing Underwriters for the account of the Underwriters against receipt therefor signed by the Managing Underwriters.

The Bonds shall be delivered as definitive coupon bonds of the denomination of $5,000 each, or as definitive registered bonds without coupons of the denomination of $25,000 or more, the form or forms of such Bonds and the proceedings authorizing their issuance in any case to be satisfactory as to legality to Messrs. Wood King Dawson Love & Sabatine, Bond Counsel to be retained by and at the expense of the Underwriters and to Messrs. Chapman and Cutler, Bond Counsel to the City. Registered bonds without coupons will be delivered initially only upon request by the Managing Underwriters delivered to the City not later than 4:00 o'clock P.M. on the tenth day preceding the time of the closing, such request to specify the denominations of such Bonds and the respective names in which such Bonds are to be registered.

The City agrees to make the Bonds available to the Managing Underwriters for inspection and packaging, at such places in Chicago, Illinois, and in New York, New York, as the City shall designate as rapidly as the Bonds are executed.

6. *Deposit.* The City acknowledges the deposit with it on behalf of the Underwriters of certified or bank cashier's check or checks to the order of the City Treasurer, City of Chicago, Illinois, aggregating $1,040,000 as evidence of their good faith. If the Bonds shall be purchased by the Underwriters as provided in paragraph 4, such check or checks shall be held uncashed by the City until the time of closing and shall be applied in partial payment of the purchase price of the Bonds, as indicated in paragraph 5.

If this Purchase Contract be terminated pursuant to the provisions of paragraphs 7 or 10, the City shall forthwith return such check or checks to the Managing Underwriters for the account of the Underwriters subject to the provisions of paragraph 10. In the event the Underwriters fail (other than for a reason permitted hereunder) to accept and pay for the Bonds at the time of closing as herein provided, such check or checks shall be cashed by the City and the amounts thereof retained by the City as full and liquidated damages for such failure and for any default hereunder on the part of the Underwriters.

7. *Conditions of the Underwriters' Obligations.* The obligations of the Underwriters to purchase and pay for the Bonds shall be subject to the performance by the City of its obligations to be performed hereunder at and prior to the time of closing, to the continued accuracy in all material respects of the representations and warranties of the City contained herein and to the following conditions:

(a). At the time of closing, the Ordinances shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Managing Underwriters and, in addition, the City shall have duly adopted and there shall be in full force and effect such additional ordinances as shall in the opinion of Bond Counsel for the Underwriters or for the City be legally necessary in connection with the transactions contemplated hereby.

(b) At the time of closing, no litigation shall be pending in any court (i) restraining or enjoining the issuance or delivery of any of the Bonds or the collection of revenues pledged or to be pledged to pay the principal of and interest on the Bonds or restraining or enjoining the Depositary in the performance of the duties and obligations imposed upon it, as Depositary, Paying Agent and Registration Agent, by its acceptance of the provisions of the Ordinances, or (ii) in any way contesting or affecting the validity of the Bonds, of the Ordinances or any additional ordinance deemed necessary by Bond Counsel for the Underwriters or the City, of this Purchase Contract, of the leases and agreements referred to in sub-paragraph (d) of this paragraph 7, or of the collection of such revenues or the pledge thereof, or (iii) contesting the corporate existence or powers of the City or the authorization for the issuance of the Bonds, the adoption of the Ordinances or any ordinance supplemental thereto, or the appointment of the Depositary. The provisions of this sub-paragraph (b) shall not be waived by payment for and delivery of the Bonds and in the event that the conditions set forth in this sub-paragraph shall not have been fulfilled, the Managing Underwriters shall have the right to rescind this Purchase Contract upon notice to the City.

(c) At the time of closing no legislation shall have been passed by the Legislature of the State of Illinois at its 1969 Session which, in the opinion of Bond Counsel for the Underwriters or for the City, might adversely affect the City's ownership, maintenance or operation of the O'Hare Airport or the security of the Bonds.

(d) At the time of closing each of the leases and agreements between the City and certain air transportation companies, authorized by the City Council at its meeting held December 29, 1958, and the Parking Facilities lease authorized by the City Council at its meeting held March 25, 1970, shall be in full force and effect.

(e) At or prior to the time of closing, the City shall have delivered to Bond Counsel for the Underwriters and Bond Counsel for the City all such documents and certificates and proofs or instruments as may be required in order that such Bond Counsel may form an opinion with respect to the validity and legal effect of the Bonds, the Ordinances and any ordinance supplemental thereto, the leases and agreements referred to in sub-paragraph (d) of this paragraph 7, and with respect to the compliance by the City with the terms of this Purchase Contract.

(f) At the time of closing, the Managing Underwriters shall have received the following documents:

(1) The unqualified approving opinion of Messrs. Chapman and Cutler, Bond Counsel for the City, dated the day of the closing, in substantially the form attached hereto and marked "Exhibit B."

(2) The unqualified approving opinion of Messrs. Wood King Dawson Love & Sabatine, Bond Counsel for the Underwriters, dated the day of the closing, in substantially the form attached hereto and marked "Exhibit C."

(3) The signed, separate opinions of the Corporation Counsel of the City, of Messrs. Chapman and Cutler, Bond Counsel for the City, and of Messrs. Wood King Dawson Love & Sabatine, Bond Counsel for the Underwriters that the Parking Facility lease referred to in this paragraph 7, sub-paragraph (d), has been duly authorized, executed and delivered by the City.

(4) The signed separate opinions of Counsel for each of the air transportation companies that is a party to said Parking Facility lease that said Parking Facility lease has been duly authorized, executed and delivered by such air transportation company and that the execution and delivery thereof does not conflict with the provisions of any indenture, mortgage, contract or other agreement to which such air transportation company is a party, or by which it may be bound.

(5) A Certificate by the Corporation Counsel of the City, dated the day of the closing, to the effect that after due and diligent inquiry it appears no litigation is pending and to the best of his knowledge and belief, none is seriously threatened in any court (a) restraining or enjoining the issuance or delivery of any of the Bonds or the collection of revenues pledged or to be pledged to pay the principal of and interest on the Bonds or restraining or enjoining the Depositary in the performance of the duties and obligations imposed upon it, as Depositary, Paying Agent and Registration Agent, by its acceptance of the provisions of the Ordinances, or (b) in any way contesting or affecting the validity of the Bonds, of the Ordinances or any ordinance supplemental thereto, of this Purchase Contract, of the leases and agreements referred to in sub-paragraph (d) of this paragraph 7, or of the collection of such revenues or the pledge thereof, or (c) contesting the corporate existence or powers of the City or the authorization for the issuance of the Bonds, the adoption of the Ordinances or any ordinance supplemental thereto, or the appointment of the Depositary, which Certificate shall be in the form and substance acceptable to the Managing Underwriters.

In case any of the conditions specified in this paragraph 7 shall not have been fulfilled, as herein provided, the Managing Underwriters may terminate this Purchase Contract upon notice to the City.

The Managing Underwriters may also terminate this Purchase Contract upon notice to the City if at any time at or prior to the time of closing legislation by the Congress of the United States shall have been enacted, a decision by a Court of the United States or the Tax Court of the United States shall have been rendered, or a ruling, regulation or official statement by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency shall have been made with respect to federal taxation upon revenues or other income of the general character expected to be derived by the City from the operation of Chicago-O'Hare International Airport or upon interest received on bonds of the general character of the Bonds which in the opinion of the Managing Underwriters materially and adversely affects the market price of the Bonds.

The Managing Underwriters may also terminate this Purchase Contract upon notice to the City if at any time at or prior to the time of closing an event shall have occurred or shall exist which in the opinion of the Managing Underwriters makes the then national or international economic, financial or other conditions materially and adversely different from such conditions as exist at the date hereof.

8. *Expenses.* The Underwriters shall be under no obligation to pay any expenses incident to the performance of the City's obligations hereunder including, but not limited to, fees of the City payable to Charles F. Murphy, to Landrum & Brown, to Chapman and Cutler, or of any other consultant not retained directly by the Underwriters, or disbursements made by them on behalf of the City, or the cost of preparation, execution or delivery of the Bonds, copies of the proposed Official Statement, the Ordinance and any ordinance supplemental thereto, the Engineering Report, the Airport Consultant's Certificate, or any exhibits. The Underwriters will pay all expenses incurred by them in connection with their offering or distribution of the Bonds, including the fees and disbursements of Wood King Dawson Love & Sabatine and the cost of printing the final copies of the Official Statement and this Purchase Contract.

9. *Indemnity.* The City will hold the Underwriters harmless from and will indemnify the Underwriters against any and all liability or expense by reason of any stamp or other tax on or in connection with or in reference to the issuance of the Bonds which may be payable to the United States or any State or any official or agency thereof, or by reason of any claim therefor which may be asserted by or on behalf of the United States or any State or any official or agency thereof.

10. *Default of Underwriters.* If any Underwriter or Underwriters default in their obligations to purchase Bonds and the aggregate principal amount of Bonds with respect to which such default or defaults occur does not exceed 10% of the principal amount of Bonds to be purchased hereunder, the remaining Underwriters will purchase such Bonds. If any Underwriter or Underwriters so default and the aggregate principal amount of Bonds with respect to which such default or defaults occur exceeds 10% of the principal amount of Bonds to be purchased hereunder, the Managing Underwriters shall immediately notify the City to such effect and if the Managing Underwriters shall not within two full business days thereafter arrange for the purchase of such Bonds, as to which there shall be a default or defaults, by any of the Underwriters or by additional purchasers who shall agree to become Underwriters in accordance with the terms of this Purchase Contract or by any of the Underwriters and such additional purchasers who shall agree to become Underwriters, the Managing Underwriters shall notify the City to that effect and state in said notice the principal amount of Bonds with respect to which a default shall have occurred. Thereafter the City shall have the right within a period of five (5) days subsequent to the receipt of such notice to arrange for the purchase of Bonds in a principal amount not exceeding the principal amount with respect to which such default shall have occurred at a price not less than that herein provided to be paid by the Underwriters, and if by reason of such purchase or purchases so arranged for by the City the default in the purchase of Bonds shall be reduced to 10% or less of the principal amount of Bonds to be issued, the Underwriters shall be obligated to purchase the remaining Bonds. In the event the City fails under the foregoing provisions to supply a buyer or buyers of Bonds so that the default in the purchase of Bonds shall be reduced to 10% or less of the principal amount of Bonds to be issued, this Purchase Contract shall terminate without liability on the

part of any non-defaulting Underwriter or the City, except for the expenses to be paid by the City and the Underwriters, respectively, under paragraph 8 and the obligation of the City to return the deposits under paragraph 6. In the event Bonds shall not be purchased pursuant hereto by reason of a default or defaults with respect to Bonds exceeding 10% of the principal amount of Bonds to be purchased hereunder, the Managing Underwriters simultaneously with the repayment to them of the deposit as provided in paragraph 6 hereof, shall pay to the City an amount equal to 1% of the principal amount of Bonds with respect to which a default shall have occurred, but such payment shall not operate to limit the liability of any defaulting Underwriter or Underwriters. As used in this Purchase Contract, the term "Underwriter" includes any person substituted for an Underwriter under this paragraph. Nothing herein will relieve a defaulting Underwriter from liability for its default. In the event of any substitution of Underwriters as aforesaid, the Managing Underwriters shall have the right to postpone the time of closing for a period of not more than fourteen (14) days in order that necessary changes and arrangements may be effected by the City and the Managing Underwriters, provided that the time of closing shall not be extended beyond May 15, 1970.

11. *Persons Entitled to Benefit of Contract.* This Purchase Contract shall inure to the benefit of the City and the Underwriters (as named in Schedule I or as substituted therein by the Managing Underwriters as provided in paragraphs 1 and 10 hereof) and their respective successors and assigns, and no other person shall acquire or have any right hereunder or by virtue hereof.

12. *Communications.* Any notice or any communication to be given to the City under this Purchase Contract may be given by delivering the same in writing to the City Comptroller, Room 504, City Hall, Chicago, Illinois, and any notice or other communication to be given to the Underwriters under this Purchase Contract may be given by delivering the same in writing to Walston & Co., Inc., 111 West Jackson Boulevard, Chicago, Illinois 60604.

WALSTON & CO., INC., *Manager*
GLORE FORGAN STAATS INCORPORATED
HALSEY, STUART & CO. INC.
STIFEL, NICOLAUS & COMPANY, INCORPORATED
*Co-Managers*

By ........................................
WALSTON & CO., INC.
*Managing Underwriters acting on behalf of the Underwriters named in Schedule I hereto, including themselves.*

Accepted and agreed to by authority granted by the City Council of the City of Chicago, Cook County, Illinois, pursuant to an ordinance adopted at a legally convened meeting of the City Council on the 25th day of March, 1970.

CITY OF CHICAGO, A MUNICIPAL
CORPORATION OF THE STATE OF
ILLINOIS

By Richard J. Daley
*Mayor*

Attest:

John C. Marcin
........................................
*City Clerk*

(Seal)

(Continued from page 8077)

| | |
|---|---|
| January 1, 1982 to December 31, 1983 | 103 |
| January 1, 1984 to December 31, 1985 | 102 |
| January 1, 1986 to December 31, 1987 | 101 |
| January 1, 1988 to December 31, 1989 | 100½ |
| January 1, 1990 and thereafter | 100 |

In the third line of the fourth paragraph of Section 5 insert the figures "82".

After the seventh line in paragraph four of Section 5 appearing on page 7947, under the columns "Period (Both Dates Inclusive)" and "Redemption Price (Percentage of Principal Amount)" insert the following:

| | |
|---|---|
| January 1, 1982 to December 31, 1983 | 105 |
| January 1, 1984 to December 31, 1985 | 103½ |
| January 1, 1986 to December 31, 1987 | 102 |
| January 1, 1988 to December 31, 1989 | 101 |
| January 1, 1990 and thereafter | 100 |

(3) In the last line of Section 6 appearing on page 7947, insert the figures "1,859,462".

(4) In the fifteenth line of Section 7 appearing on pages 7947 and 7948, under the columns "Fiscal Year" and "Principal Amount of Bonds to be Retired" insert the following:

| | |
|---|---|
| 1973 | $ 780,000 |
| 1974 | 835,000 |
| 1975 | 890,000 |
| 1976 | 950,000 |
| 1977 | 1,015,000 |
| 1978 | 1,085,000 |
| 1979 | 1,155,000 |
| 1980 | 1,235,000 |
| 1981 | 1,320,000 |
| 1982 | 1,410,000 |
| 1983 | 1,505,000 |
| 1984 | 1,610,000 |
| 1985 | 1,720,000 |
| 1986 | 1,835,000 |
| 1987 | 1,960,000 |
| 1988 | 2,095,000 |
| 1989 | 2,235,000 |
| 1990 | 2,390,000 |
| 1991 | 2,550,000 |
| 1992 | 2,725,000 |
| 1993 | 2,910,000 |
| 1994 | 3,105,000 |
| 1995 | 3,320,000 |
| 1996 | 3,540,000 |
| 1997 | 3,785,000 |
| 1998 | 4,040,000 |
| | $52,000,000 |

(5) In the fifth line of Section 10 appearing on page 7948, insert the words "Walston & Co., Inc." and in line seven thereof insert the figures "50,720,800".

Alderman Keane moved to *Adopt* the foregoing proposed amendments. The motion *Prevailed.*

Said Supplemental Ordinance authorizing the issue of $52,000,000 principal amount of Chicago-O'Hare International Airport Revenue Bonds, Series of March, 1970, as hereinbefore amended and approving the sale thereof, *Passed* in the following form, by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Bohling, Cousins, Lupo, Buchanan, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Sperling—37.

*Nays*—Alderman Hoellen—1.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago adopted an ordinance on December 29, 1958 (said ordinance herein called the "Ordinance"), entitled "Ordinance authorizing the issuance of Chicago-O'Hare International Airport Revenue Bonds, Series 1959, for the purpose of improving and extending said Airport, and providing for payment of principal of and interest on said bonds"; and

WHEREAS, Pursuant to the provisions of Section 2.02, 2.15 and 2.16 of the Ordinance, Supplemental Ordinances were adopted by the City Council on February 1, 1961, July 13, 1962, July 21, 1967 and June 26, 1968, respectively, under which there were issued and sold, pursuant to the authority of said Ordinance and Supplemental Ordinances, Chicago-O'Hare International Airport Revenue Bonds, of which there are presently outstanding bonds in the principal amount of $147,910,000; and

WHEREAS, It is necessary and essential and in the public interest that additional improvements and extensions to said Chicago-O'Hare International Airport be provided for, consisting of the construction of a motor vehicle parking facility at said Airport, and an additional 4R-22L Runway, including the land acquisition necessary therefor, and including all other necessary equipment and appurtenances for said motor vehicle parking facility and said additional Runway, all in accordance with the plans and specifications for each of said improvements heretofore approved by the City Council and now on file in the office of the City Clerk, together with the estimates of cost therefor; and

WHEREAS, Pursuant to the provisions of Section 2.16 of the Ordinance additional bonds for such improvements and extensions hereinabove described can be issued under and secured by the Ordinance at any time and from time to time ranking on a parity with the bonds now outstanding issued pursuant to the Ordinance and the Supplemental Ordinances referred to above adopted on February 1, 1961, July 13, 1962, July 21, 1967 and June 26, 1968, respectively, upon compliance with the terms and conditions set forth under said Section 2.16 of the Ordinance; and

WHEREAS, As required by the provisions of Section 2.16 of the Ordinance:

(i) The Consulting Engineer has estimated the cost of the additional improvements and extensions described above, including all legal, financial and necessary and incidental expenses, to be the sum of $52,000,000, and the estimated date of completion to be on or before December 31, 1972, as shown by his certificate on file in the office of the Clerk of the City; and

(ii) The Airport Consultant, on the assumption that the outstanding bonds issued pursuant to Sections 2.02, 2.15 and 2.16 will remain outstanding in whole or in part until maturity date thereof, has estimated the net revenues from the Airport from all existing facilities and those proposed to be financed by such additional bonds for each fiscal year (commencing with the first full fiscal year next following the date of completion), as estimated by the Consulting Engineer and shown in his certificate of cost of such additional improvements and extensions, referred to above, and for which additional bonds are to be issued under the terms of this Supplemental Ordinance, and ending not earlier than the last fiscal year next preceding the maturity date of such outstanding bonds issued pursuant to Sections 2.02, 2.15 and 2.16, will not be less than (a) one and twenty-five hundredths times the sum of principal and interest requirements for each such year on all bonds then outstanding and all such additional bonds proposed to be issued, plus (b) amounts which may be required to be deposited in such year in the Reserve Maintenance Account and the Emergency Reserve Account; and

(iii) Leases are in effect as of the date of the adoption of this Supplemental Ordinance between the City and Air Transportation Companies to provide for the payment by such Air Transportation Companies to the City for the leasing of space and facilities (including without limitation passenger ramp areas) at the Airport of fixed rentals aggregating for each fiscal year commencing with the first full fiscal year next following the date of completion of the proposed improvements and extensions to be provided for by this Supplemental Ordinance, and ending not earlier than the last full fiscal year next preceding the maturity date of all bonds issued pursuant to Sections 2.02, 2.15 and 2.16 of the Ordinance, not less than one and ten-hundredths times the sum of principal and interest requirements for each such fiscal year on all bonds then outstanding and all such additional bonds proposed to be issued; and

WHEREAS, It is necessary and essential and for the best interests of the City and the public that additional funds be provided for the construction of such improvements and extensions hereinabove referred to, and that additional Chicago-O'Hare International Airport Revenue Bonds be issued for those purposes in accordance with the limitations and restrictions provided for by the Ordinance; and

WHEREAS, Airlines Representative has approved the issuance of additional Chicago-O'Hare International Airport Revenue Bonds for that purpose in the principal amount of $52,000,000; and

WHEREAS, A proposal for the purchase of $52,000,000 additional bonds has been submitted to the City Council and it is now before the City Council, and which proposal is in the form of a Purchase Contract; and

WHEREAS, It is deemed advisable and for the best interests of the City of Chicago that such proposal and contract be accepted by the City Council; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. This Supplemental Ordinance is supplemental to and is adopted in accordance with the provisions of Section 2.16 of the Ordinance.

SECTION 2. The definitions in the Ordinance shall apply to this Supplemental Ordinance, and all of the terms, covenants, provisions and restrictions of the ordinances shall be applicable to the additional bonds authorized by this Supplemental Ordinance.

SECTION 3. All of the terms and provisions of this Supplemental Ordinance shall be deemed to be a part of the terms and conditions of the Ordinance for all purposes, and the Ordinance and this Supplemental Ordinance shall be read, taken and be construed as one and the same instrument.

SECTION 4. There is hereby authorized and directed to be executed, issued, sold and delivered to the purchasers thereof, as hereinafter referred to, and in the manner and subject to the limitations hereinafter set forth $52,000,000 additional principal amount of Chicago-O'Hare International Airport Revenue Bonds for the purpose of constructing the improvements and extensions to the Chicago-O'Hare International Airport, consisting of the construction of a motor vehicle parking facility, including all necessary equipment therefor and the construction of an additional 4R-22L Runway including land acquisition therefor, all in accordance with plans and specifications and estimates of cost for said parking facility and runway heretofore approved by the City Council and now on file with the City Clerk.

Said bonds shall be designated "Chicago-O'Hare International Airport Revenue Bonds, Series of March, 1970" (hereinafter referred to as the "bonds"), all of which shall rank on a parity with the outstanding bonds issued under the Ordinance and Supplemental Ordinances, and shall be executed, issued and delivered and secured by the Ordinance. The bonds shall be issued pursuant to the provisions of Section 2.16 of the Ordinance for the purpose of providing funds for the payment of the cost of constructing the said improvements and extensions to the Chicago-O'Hare International Airport, according to the plans and specifications on file in the office of the City Clerk on the date of the adoption of this Supplemental Ordinance, and for the objects and purposes set forth in the abovementioned certificate of the Consulting Engineer.

SECTION 5. The bonds shall bear interest at the rate of six and eighty-hundredths per cent (6.80%) per annum, payable July 1, 1970, and semiannually thereafter on the first days of January and July in each year, mature and become payable on January 1, 1999.

The bonds in coupon form shall be in the denomination of $5,000 each, be numbered consecutively from M-172001 upwards, and be dated as of March 1, 1970. The bonds in registered form shall be numbered RE-1 upwards. The bonds shall be issued in the form provided in the Ordinance with appropriate changes in title, date of issue, interest payment rate and redemption privilege, with appropriate references to this Supplemental Ordinance, to comply with the provisions hereof, and the interest coupons attached to coupon bonds shall be in the form provided for in the Ordinance with appropriate changes to comply with the provisions hereof.

The bonds shall be redeemable, prior to their maturity, at the option of the City, in whole or in part, from time to time, through the use of revenues, on any interest payment date on or after January 1, 1973, on thirty days notice only as in the Ordinance provided, at the applicable redemption price set forth in the following schedule, together with the interest accrued to the date fixed for redemption:

| *Period (Both Dates Inclusive)* | *Redemption Price (Percentage of Principal Amount)* |
|---|---|
| January 1, 1973 to December 31, 1975 | 105 |
| January 1, 1976 to December 31, 1979 | 104½ |
| January 1, 1980 to December 31, 1981 | 104 |
| January 1, 1982 to December 31, 1983 | 103 |
| January 1, 1984 to December 31, 1985 | 102 |
| January 1, 1986 to December 31, 1987 | 101 |
| January 1, 1988 to December 31, 1989 | 100½ |
| January 1, 1990 and thereafter | 100 |

The bonds shall also be redeemable, at the option of the City, as a whole, from any funds other than revenues at any time on or after January 1, 1982, on thirty days notice, only as in the Ordinance provided, at the applicable redemption price set forth in the following schedule, together with interest accrued to the date fixed for redemption:

| *Period (Both Dates Inclusive)* | *Redemption Price (Percentage of Principal Amount)* |
|---|---|
| January 1, 1982 to December 31, 1983 | 105 |
| January 1, 1984 to December 31, 1985 | 103½ |
| January 1, 1986 to December 31, 1987 | 102 |
| January 1, 1988 to December 31, 1989 | 101 |
| January 1, 1990 and thereafter | 100 |

SECTION 6. Subject to and in compliance with Section 2.16 of the Ordinance, commencing January 1, 1970, the City Comptroller shall from time to time direct the Depositary to allocate to the Debt Service Reserve Account all available revenues after having allocated the required amounts to the Operation and Maintenance expenses and to the Interest Account for each fiscal year, until there shall have been allocated to the Debt Service Reserve Account, in addition to the allocations provided to be made for bonds heretofore issued under Sections 2.02, 2.15 and 2.16 of the Ordinance, an amount equal to two years interest requirements on the bonds; provided that the maximum allocated to the Debt Service Reserve Account with respect to the bonds in any fiscal year shall not exceed the sum of $1,859,462.

SECTION 7. Subject to and in compliance with the provisions of Section 2.16 and Section 5.03 of the Ordinance, the City Comptroller shall from time to time direct the Depositary to allocate revenue to the Sinking Fund Account in each fiscal year beginning with the fiscal year 1973 in such amounts (in addition to the amounts heretofore required to be so allocated to said account for the retirement of bonds heretofore issued under Sections 2.02, 2.15 and 2.16 of the Ordinance), until there shall have been allocated to the Sinking Fund Account in such fiscal year an amount sufficient to retire the principal amount of the bonds by January 1 of the succeeding fiscal year in accordance with the following schedule:

| *Fiscal Year* | *Principal Amount of Bonds to be Retired* |
|---|---|
| 1973 | $ 780,000 |
| 1974 | 835,000 |
| 1975 | 890,000 |
| 1976 | 950,000 |
| 1977 | 1,015,000 |
| 1978 | 1,085,000 |
| 1979 | 1,155,000 |
| 1980 | 1,235,000 |
| 1981 | 1,320,000 |
| 1982 | 1,410,000 |
| 1983 | 1,505,000 |
| 1984 | 1,610,000 |
| 1985 | 1,720,000 |
| 1986 | 1,835,000 |
| 1987 | 1,960,000 |
| 1988 | 2,095,000 |
| 1989 | 2,235,000 |
| 1990 | $ 2,390,000 |
| 1991 | 2,550,000 |
| 1992 | 2,725,000 |
| 1993 | 2,910,000 |
| 1994 | 3,105,000 |
| 1995 | 3,320,000 |
| 1996 | 3,540,000 |
| 1997 | 3,785,000 |
| 1998 | 4,040,000 |
| | $52,000,000 |

SECTION 8. Subject to and in compliance with the provisions of Section 2.16 and Section 5.03 of the Ordinance, the allocations to the Reserve Maintenance Account in each fiscal year, including the fiscal year 1970, shall be increased from $860,000 to $1,120,000. The City Comptroller shall from time to time direct the Depositary to make the allocation. The limit which may be accumulated in said Account is hereby increased from $3,583,332 to $4,666,666.

SECTION 9. The proceeds received by the City from the sale of the bonds shall be deposited with the Depositary in trust and there are hereby created two special accounts to be designated respectively "Motor Vehicle Parking Facility Construction Account, 1970" and "4R-22L Runway and Land Acquisition Account, 1970", and there shall be deposited in said Motor Vehicle Parking Facility Construction Account, 1970 an amount equal to 72.5888% of the proceeds derived from the sale of the bonds, and there shall be deposited in the 4R-22L Runway and Land Acquisition Account, 1970, an amount equal to 27.4112% of the proceeds derived from the sale of the bonds. Disbursements from said Account shall be made in the same manner as disbursements are required to be made by Section 3.01 of the Ordinance.

In the event there is a surplus of funds in either the Motor Vehicle Parking Facility Construction Account or the 4R-22L Runway Construction Account, after completion of the construction of the Motor Vehicle Parking Facility or the 4R-22L Runway, said surplus may be transferred to the other Construction Account upon the written order of the Airline's Representative and the Consulting Engineer.

SECTION 10. That as soon as may be after this Ordinance becomes effective said bonds shall be executed as provided by the Ordinance and this Supplemental Ordinance and be delivered to the City Comptroller and Treasurer and be by said officials delivered to Walston & Co., Inc. and Associates, upon payment of the purchase price, same being $50,720,800 plus accrued interest, contract for the sale of which heretofore entered into be and the same is in all respects ratified and approved.

SECTION 11. The Mayor, City Comptroller, Corporation Counsel, City Treasurer, Commissioner of Public Works, Commissioner of Aviation and City Clerk, be and they are hereby authorized and empowered for and on behalf of the City to execute and deliver any and all other documents, papers or instruments, and to do or cause to be done all such acts and things that they may deem necessary or desirable in connection with said Purchase Contract, the Ordinance, or this Supplemental Ordinance.

SECTION 12. In determining whether additional bonds may be issued under Section 2.16 of the

Ordinance, the Series of March, 1970 bonds shall be considered the same as bonds issued pursuant to Section 2.02 or Section 2.15 of the Ordinance for the purposes of subparagraph (c) of such section.

SECTION 13. This Supplemental Ordinance shall be in full force and effect immediately upon its passage and publication as provided by law.

### *Placed on File*—NOTIFICATIONS AS TO SELECTIONS OF PROXIES TO AFFIX SIGNATURES OF MAYOR AND CITY COMPTROLLER TO CHICAGO-O'HARE INTERNATIONAL AIRPORT REVENUE BONDS FOR YEAR 1970

The City Clerk submitted the following communications, which were *Placed on File:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

March 25, 1970.

*To the Honorable, The Members of the City Council of the City of Chicago:*

GENTLEMEN—Please take notice that I have selected and do hereby designate J. W. Parker as my proxy for me in my name, place and stead to affix my signature as Mayor of the City of Chicago to the $52,000,000 Chicago-O'Hare International Airport Revenue Bonds, Series of March, 1970.

Appended hereto is a written signature as my name is to appear on said bonds, executed by the said J. W. Parker with the proxy's own signature underneath as required by statute.

Very truly yours,
(Signed) RICHARD J. DALEY,
*Mayor.*

**CITY OF CHICAGO**
**OFFICE OF THE CITY COMPTROLLER**

March 25, 1970.

*To the Honorable, The Members of the City Council of the City of Chicago:*

GENTLEMEN—Please take notice that I have selected and do hereby designate T. F. Murphy as my proxy for me in my name, place and stead to affix my signature as Comptroller of the City of Chicago to the $52,000,000 Chicago-O'Hare International Airport Revenue Bonds, Series of March, 1970.

Appended hereto is a written signature as my name is to appear on said bonds, executed by the said T. F. Murphy with the proxy's own signature underneath as required by statute.

Very truly yours,
(Signed) OTTO H. LOSER,
*City Comptroller.*

[Signature forms appended on each proxy as stated]

At this point in the proceedings Alderman Keane moved that the City Council resume the regular order of business under Reports of the Committee on Finance. The motion *Prevailed.*

### Consent Given to Board of Junior College District No. 508 for Issuance and Sale of $15,000,000 Building Bonds, Series 1970 and for Payment of Principal of and Interest Thereon.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, to grant consent to Board of Junior College District No. 508 for issuance and sale of $15,000,000 Building Bonds, Series 1970 and for the payment of principal of and interest thereon.

On motion of Alderman Keane the said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Lupo, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Koellen, O'Rourke, Wigoda, Sperling—36.

*Nays*—None.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said ordinance as passed:

AN ORDINANCE

Consenting to the issuance of $15,000,000 Building Bonds, Series 1970, of the Board of Junior College District No. 508, County of Cook and State of Illinois, and providing for the payment of the principal of and interest upon said bonds.

WHEREAS, There has been filed with and there is before the City Council of the City of Chicago for consideration a certified copy of a Resolution adopted on February 17, 1970, by the Board of Junior College District No. 508, County of Cook and State of Illinois, pursuant to authority of Section 7-26 of the Public Junior College Act, as amended, of the State of Illinois.

WHEREAS, Under said Section 7-26 of the Public Junior College Act, as amended, of the State of Illinois, said indebtedness may be incurred and said bonds may be issued and sold as more fully described in said Resolution with the consent of the City Council of the City of Chicago expressed by Ordinance, and this City Council desires to consent thereto and as required by said Section 7-26 of the Public Junior College Act, as amended, of the State of Illinois, and pursuant to the demand and under the direction of said Board of Junior College District No. 508, County of Cook and State of Illinois, further desires to provide for the levy of taxes for the payment of the principal of and interest upon said bonds; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That, pursuant to authority of Section 7-26 of the Public Junior College Act, as amended, of the State of Illinois, consent is hereby given to the Board of Junior College District No. 508, County of Cook and State of Illinois, to incur an indebtedness in the principal amount of $15,000,000 and to the issuance and sale of $15,000,000 Building Bonds, Series 1970, of Junior College District No. 508, County of Cook and State of Illinois, in evidence thereof for the purpose of erecting, purchasing, or otherwise acquiring buildings suitable for junior college use, transferring funds to the Illinois Building Authority for junior college building purposes, erecting temporary junior college structures, erecting additions to, repairing, rehabilitating, and replacing existing junior college buildings and temporary junior college structures, furnishing and equipping junior college buildings and temporary junior college structures, and purchasing or otherwise acquiring and improving sites for such purposes of said Board of Junior College District No. 508, County of Cook and State of Illinois, without the submission thereof to the electors of said Junior College District No. 508, County of Cook and State of Illinois, or said City of Chicago for approval. Said bonds are dated March 1, 1970, bear interest evidenced by coupons as follows:

| *Amount* | *Year of Maturity* | *Interest Rate* |
|---|---|---|
| $2,500,000 | 1972 | 6.00% |
| 2,500,000 | 1973 | 5.80% |
| 2,500,000 | 1974 | 5.75% |
| 2,500,000 | 1975 | 5.70% |
| 2,000,000 | 1976 | 5.70% |
| 2,000,000 | 1977 | 5.75% |
| 1,000,000 | 1978 | 5.80% |

payable semiannually on September 1 and March 1, mature serially $2,500,000 on March 1 of each of the years 1972 through 1975, $2,000,000 on March 1 of each of the years 1976 and 1977, and $1,000,000 on March 1, 1978, and shall be in such form and shall be executed and delivered, all as further described in said Resolution adopted by the Board of Junior College District No. 508, County of Cook and State of Illinois on February 17, 1970, as aforesaid.

SECTION 2. In compliance with the demand contained in said Resolution that this City Council levy and provide for the collection of a direct annual tax upon all taxable property within Junior College District No. 508, County of Cook and State of Illinois, sufficient to pay the principal of said bonds at their maturity and to pay interest thereon as the same becomes due, there shall be and there is hereby levied and there shall be collected a direct annual tax upon all the taxable property within Junior College District No. 508, County of Cook and State of Illinois, for the purpose of providing for the payment of the principal of and interest upon said $15,000,000 Building Bonds, Series 1970, of the Board of Junior College District No. 508, County of Cook and State of Illinois, consent to the issuance of which is hereby granted, as said payments severally become due, and in particular but not in limitation of the foregoing, sufficient to produce the following sums for the following years:

| *Year of Levy* | *Principal* | *Interest* | *Total* |
|---|---|---|---|
| 1970 | $2,500,000 | $1,736,500 | $4,236,500 |
| 1971 | 2,500,000 | 718,250 | 3,218,250 |
| 1972 | 2,500,000 | 573,250 | 3,073,250 |
| 1973 | 2,500,000 | 429,500 | 2,929,500 |
| 1974 | 2,000,000 | 287,000 | 2,287,000 |
| 1975 | 2,000,000 | 173,000 | 2,173,000 |
| 1976 | 1,000,000 | 58,000 | 1,058,000 |

the foregoing levy of taxes being identical with the taxes provided to be levied in said Resolution hereinabove set out adopted by the Board of Junior College District No. 508, County of Cook and State of Illinois, on February 17, 1970.

SECTION 3. After the passage of this ordinance, a copy thereof duly certified by the City Clerk which includes a copy of said Resolution adopted by the Board of Junior College District No. 508, County of Cook and State of Illinois, on February 17, 1970, hereinabove referred to, shall be filed by the City Clerk of the City of Chicago in the office of the County Clerk of Cook County, Illinois, and in the office of the County Clerk of DuPage County, Illinois, whereupon it shall be the duty of each such County Clerk to extend the taxes to be levied as required by the constitution and laws of the State of Illinois hereunto enabling.

SECTION 4. This ordinance shall take effect and be in force upon its passage as by law provided.

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### Execution of Grant Application Authorized with HUD for Urban Beautification and Improvement of Open-Space Land (Project No. Ill. B-29).

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

WHEREAS, Title IX of the Housing and Urban Development Act of 1965 amends Title VII of the Housing Act of 1961 and provides for the making of grants by the Department of Housing and Urban Development to States and local public bodies to assist them in the beautification and improvement of open-space and other public urban land where such assistance is needed for carrying out a local program which is important to the comprehensively planned development of the locality; and

WHEREAS, The City of Chicago desires to beautify and improve open-space and other public urban land to facilitate their increased use and enjoyment; and

WHEREAS, Title VI of the Civil Rights Act of 1964 and the regulations of the Department of Housing and Urban Development effectuating that Title prohibit discrimination on the basis of race, creed, color, or national origin in the use of all facilities and improvements provided by Federal Assistance; and

WHEREAS, The City of Chicago is cognizant of the conditions that are imposed in the undertaking and carrying out of programs assisted under Title VII of the Housing Act of 1961, as amended, including those relating to labor standards and equal employment opportunity; and

WHEREAS, It is estimated that the cost of the activities proposed to be carried out in 1970 in the beautification and improvement of open-space and other public lands exceeds the usual expenditures by the City of Chicago for such activities by approximately one million forty-eight thousand nine hundred thirty-three dollars, ($1,048,933.00); now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That an application be made to the Department of Housing and Urban Development for a grant in an amount authorized by Title VII of the Housing Act of 1961, as amended for urban beautification and improvement of open-space and other public urban land, which amount is presently estimated to be approximately five hundred twenty-seven thousand two hundred fourteen dollars ($527,214.00), and that the City of Chicago will provide the balance of the cost.

SECTION 2. That the Mayor of the City of Chicago is hereby authorized and directed to execute and to file such application with the Department of Housing and Urban Development, and that the Commissioner of the Department of Public Works is authorized to act as the correspondent of the City of Chicago and to provide additional information and to furnish such documents as may be required by said Department.

SECTION 3. That the proposed urban beautification activities are in accordance with the beautification program prepared by the City of Chicago, of importance to the comprehensively planned development of the locality, and that, should said grant application be approved, the City of Chicago will undertake, carry out, and complete said Urban beautification activities designated in said application and approved by the Department of Housing and Urban Development.

SECTION 4. That the United States of America and the Secretary of Housing and Urban Development be, and they hereby are, assured of full compliance by the City of Chicago with regulations of the Department of Housing and Urban Development effectuating Title VI of the Civil Rights Act of 1964.

SECTION 5. That the United States of America and the Secretary of Housing and Urban Development be, and they hereby are assured of full compliance by the City of Chicago with the Federal labor standards imposed under Title VII of the Housing Act of 1961, as amended.

SECTION 6. This ordinance shall be in full force and effect from and after its passage.

**On motion of Alderman Keane the foregoing proposed ordinance was *Passed*, by yeas and nays as follows:**

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Lupo, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—36.

*Nays*—None.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost*.

### Action of City Comptroller Ratified and Confirmed Awarding Project Notes in Seventh Series 1970 for Urban Renewal Project No. R-9 (L-G).

**The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:**

WHEREAS, The City of Chicago received bids on March 10, 1970, for the Seventh Series 1970 Project Notes in the amount of $1,322,000.00 pursuant to advertisement of February 25, 1970.

WHEREAS, The bid of Bank of America, First National City Bank, Continental Illinois National Bank and Trust Company of Chicago, First Boston Corporation, and Mellon National Bank and Trust Company at an interest rate of 4.48% was the lowest bid received for $1,322,000.00 Project Notes Seventh Series 1970; and

WHEREAS, Contract Illinois R-9 (L-G) between the City of Chicago and the United States of America provides that the interest rate on Project Note shall not exceed 4⅜%, and

WHEREAS, The United States of America has agreed to waive the said provision and submit a grant in the amount of the interest in excess of 4⅜%, and

WHEREAS, The City Comptroller of the City of Chicago pursuant thereto advised said Banks on March 10, 1970, that they were the successful low bidders, now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

1. The action of the City Comptroller in awarding the Project Notes in the Seventh Series 1970, as aforesaid, is hereby in all respects approved, ratified, and confirmed.
2. The City Comptroller is authorized to accept a waiver of the interest provision in contract Illinois R-9 (L-G) and accept a grant from the United States of America in the amount of the excess interest over 4⅜%.
3. Any and all prior ordinances of the City of Chicago are hereby amended to the extent necessary to enable the carrying out of the actions authorized herein.
4. This ordinance shall take effect immediately.

**On motion of Alderman Keane the foregoing proposed ordinance was *Passed*, by yeas and nays as follows:**

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Lupo, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—36.

*Nays*—None.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost*.

### Approval Given to Assignment and Assumption of Leasehold between Dobbs Houses, Inc. and Beech-Nut Life Savers, Inc. Covering Flight Kitchen at Chicago-O'Hare International Airport.

**The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:**

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Aviation and the City Comptroller, subject to approval as to form and legality of the Corporation Counsel, are authorized to approve on behalf of the City of Chicago an assignment and assumption of a certain leasehold at Chicago-O'Hare International Airport between the City of Chicago and Beech-Nut, Inc., from Beech-Nut, Inc., to Dobbs Houses, Inc., said agreement to be in the following form:

ASSIGNMENT OF LEASE

Know That, Beech-Nut, Inc., a Delaware corporation having an office in Memphis, Tennessee (the Assignor), in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration paid by Dobbs Houses, Inc., a Delaware corporation, having an office at 474 South Perkins Extended, Memphis, Tennessee (the Assignee), hereby assigns unto the Assignee a certain lease (the Lease), dated July 1, 1963, made by the City of Chicago, landlord, to Beech-Nut, Inc., tenant, covering premises located at Chicago-O'Hare International Airport, City of Chicago, Counties of Cook and Du Page, State of Illinois, as more particularly described in the Lease.

To Have and To Hold the same unto the Assignee, its successors and assigns, effective as of December 31, 1969, for all the rest of the term of the Lease, subject to the covenants, conditions and limitations therein contained.

The Assignor represents to the Assignee and to the said landlord that there are no claims or liens against the Lease hereby being assigned and that the Assignor has full right and authority to assign and transfer the Lease.

In Witness Whereof, the Assignor has executed this Assignment as of December 31, 1969.

[Signature forms omitted]

ASSUMPTION OF LEASE

Know That, Dobbs Houses, Inc., a Delaware corporation, having an office at 474 South Perkins Extended, Memphis, Tennessee, the assignee named in a certain assignment of lease dated as of December 31, 1969, made by Beech-Nut, Inc., the assignor, hereby accepts assignment of that certain lease dated July 1, 1963, by and between the City of Chicago, as landlord, and Beech-Nut, Inc., as tenant, covering premises located at Chicago-O'Hare International Airport, City of Chicago, Counties of Cook and Du Page, State of Illinois, as more particularly described in said lease, and in consideration of said assignment and of the consent of the said landlord to said assignment, hereby assumes and agrees to perform and comply with all of the covenants and conditions of said lease to be performed or complied with by the tenant on and after December 31, 1969, the effective date of said assignment.

In Witness Whereof, Dobbs Houses, Inc., has executed this Assumption as of December 31, 1969.

[Signature forms omitted]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Lupo, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—36.

*Nays*—None.

## Execution of Lease Agreement Authorized with Armour and Co. for Lease of Hangar Space at Chicago Midway Airport.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, to authorize execution of lease agreement with Armour and Company for a lease of hangar space at Chicago Midway Airport.

On motion of Alderman Keane the said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Lupo, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—36.

*Nays*—None.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Aviation and the City Comptroller, subject to approval as to form and legality of the Corporation Counsel, are authorized to execute in behalf of the City of Chicago an agreement with Armour and Company at Chicago Midway Airport, said agreement to be in the following form:

This Agreement made this ........................ day of ..............................., A.D. .........., between the City of Chicago, a municipal corporation of the State of Illinois, (hereinafter referred to as "Landlord") and Armour and Company, a corporation organized and existing by virtue of the laws of the State of Delaware, (hereinafter referred to as "Tenant").

WITNESSETH:

That Landlord, for and in consideration of the terms and conditions, both general and special, hereinafter contained and made on the part of Tenant, does hereby grant to Tenant for use only by Tenant, the privileges hereinafter described on premises at Chicago Midway Airport hereinafter called "Airport" in the City of Chicago, Counties of Cook and DuPage, State of Illinois.

This agreement shall consist of three parts:

Part I—General Conditions
Part II—Special Conditions number 1 to 6
Part III—Exhibits and Attachments lettered A

all constituting the entire agreement between the parties and no warrant inducements, considerations, promises or other inferences, shall be implied or impressed upon such agreement that are not set forth herein.

### PART I—GENERAL CONDITIONS

*Article I*

This agreement shall be subject and subordinate to:

(a) Any existing or future Federal or State statute or any existing or future lease or agreement between Landlord and the United States or the State of Illinois relative to the development, construction, operation, or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal or State funds for the development, construction, operation or maintenance of said Airport.

(b) The provisions of a lease authorized December 30, 1930, as amended, by and between the City of Chicago and the Board of Education of the City of Chicago, under which lease the City of Chicago holds and operates Chicago Midway Airport.

(c) Other existing agreements and leases between Landlord and the United States and any and all future releases, deeds, leases and agreements hereafter granted or entered into by and between the United States and the City of Chicago with reference to the conveyance by the United States to the City of Chicago of any real or personal property under any existing or future Federal statutes authorizing the conveyance of such property by the Federal Government to the City for airport purposes.

*Article II*

The Tenant shall not assign or transfer this agreement nor any of the rights or privileges granted hereby, nor enter into any contract requiring or permitting the doing of anything hereunder by an independent contractor unless otherwise expressly provided herein, without the consent in writing of the Commissioner of Aviation and the City Council first had and obtained. Tenant further agrees that it shall not enter into any agreement of any nature, formal or informal, concerning other business activities at Merrill C. Meigs Field, Chicago Midway Airport and Chicago-O'Hare International Airport, with any individual, partnership or corporation without prior approval as provided above, be it understood that the only activity that Tenant may conduct directly or indirectly, alone or through others, on, upon or from said Airports and properties located thereon, be they demised to others or under the control of Landlord, is as authorized under the terms of this agreement.

In the event of the issuance of this right or privilege to more than one individual or other legal entity (or to any combination thereof), then and in that event, each and every obligation or undertaking hereinstated to be fulfilled or performed by the Tenant shall be the joint and several obligation of each such individual or other legal entity.

If Tenant is a corporation and if the control thereof changes at any time during the term hereof, then Landlord may, at its option, declare such change a breach of this agreement.

It is mutually understood and agreed that nothing contained in this agreement is intended, or shall be construed, as in any wise creating or establishing the relationship of copartners or joint venturers between the parties hereto or as constituting the Tenant as the agent or representative of the Landlord for any purpose or in any manner whatsoever.

### *Article III*

Tenant shall not attach, affix, or permit to be attached or affixed, upon the premises, or if so attached or affixed, relocate, replace, alter or modify, without the consent in writing in each instance of the Commissioner of Aviation (hereinafter referred to as "Commissioner") first had and obtained, any flags, placards, signs, poles, wires, aerials, antennae, improvements or fixtures. In connection therewith Commissioner may require submission of proposed designs, floor plans, construction plans, specifications and contract documents therefor and if then approved may incorporate all or part thereof within this agreement as attachments thereto.

### *Article IV*

Tenant, at its own expense, shall keep the premises in a safe sanitary and sightly condition and in good repair and shall yield the same back to Landlord upon the termination of this agreement in such condition and repair, ordinary wear and tear excepted, and if said premises shall not be so kept by Tenant, Landlord may enter the premises (without such entering causing or constituting a termination of the privilege or an interference with the possession of said premises by Tenant) and do all things necessary to restore said premises to the condition herein required, charging the cost and expense thereof to Tenant and Tenant agrees to pay landlord, in addition to the rent and charges hereby reserved, all such costs and expenses.

### *Article V*

Tenant covenants and agrees to keep said premises and improvements situated thereat free and clear of any and all liens in any way arising out of the use thereof by Tenant.

In addition to the rent and charges hereinafter outlined, Tenant shall pay all fees, charges, license fees and taxes of whatever nature, if necessary, as required by law or ordinance of the City of Chicago, except the cost of public sidewalk repairs.

The Tenant shall assume all risks incident to or in connection with its business to be conducted hereunder and shall be solely responsible for all accidents or injuries of whatever nature or kind to persons or property caused by its operations at said Airport and shall indemnify, defend and save harmless the Landlord, its authorized agents and representatives, from any penalties for violation of any law, ordinance or regulation affecting its operations, and from any and all claims, suits, losses, damages or injuries to persons or property of whatsoever kind or nature arising directly or indirectly out of the operation of such business, or resulting from the carelessness, negligence or improper conduct of the Landlord, Tenant, or any of their agents or employees if same relates in any way to the operation of such business.

Landlord shall not be liable to Tenant for damage to property of Tenant or any loss of revenues to Tenant resulting from Landlord's acts, omission or neglect in the maintenance and operation of the Airport facilities.

### *Article VI*

Tenant, at the expense of Tenant, shall keep in force, during the term of this agreement, insurance issued by responsible insurance companies, in forms, kinds and amounts as determined and directed by the Comptroller of the City of Chicago (hereinafter referred to as "Comptroller") for the protection of Landlord and/or Tenant. Insurance requirements hereunder shall be subject to the sole determination of the Comptroller.

Said insurance may include, but need not be limited to, insurance coverages commonly known as, or similar in kind to, Public Liability, Products Liability, Property Damage, Workmen's Compensation, Scaffolding Act, and such other insurance coverage as deemed required in the sole determination of the Comptroller. All policies or endorsements thereto shall in all cases where possible name Landlord as co-insured thereunder.

Upon approval by said Comptroller of all insurance required, in the forms, kinds and amounts directed to be procured, Tenant shall deliver all policy originals or duplicate originals and endorsements thereto to the Comptroller. In any event, Tenant is not to commence to exercise any of the rights and privileges granted under this agreement until such time as all insurance directed and required to be furnished by Tenant is in full force and effect.

Landlord shall keep in force during the term of this agreement, and bill Tenant annually therefor, a policy of insurance covering Fire & Extended Coverage, Malicious Mischief and Vandalism for the building only. Tenant shall obtain its own insurance coverage for its property contained within the said building.

Tenant expressly understands and agrees that any insurance protection furnished by Tenant hereunder shall in no way limit its responsibility to indemnify and save harmless Landlord under the provisions of Article V of this agreement.

### *Article VII*

In the event the premises or the building of which the premises are a part shall be damaged or destroyed by fire or other casualty, the same shall be promptly repaired or rebuilt by Landlord at its expense as soon as funds are available but Landlord shall not be obligated to repair or rebuild any fixtures, equipment and other property installed by Tenant pursuant to this agreement.

Provided, however, that Landlord may elect, at its sole option, not to repair or reconstruct the premises or the building, of which the premises are a part, and upon written notice of such election from Landlord to Tenant the obligation of Tenant to pay rent shall cease and this agreement shall thereupon terminate.

In the event of any damage or destruction by fire or other casualty to the premises Tenant shall immediately, at its expense, replace and repair any and all fixtures, equipment and other property, installed by it pursuant to this agreement.

### *Article VIII*

Landlord hereby grants to Tenant the right of access and ingress to and egress from the premises by Tenant and its employees, contractors, suppliers, servicemen, sublessees, guests, patrons and invitees; provided, that such rights of access, ingress and egress, are at all times exercised in conformance with any and all regulations promulgated by Landlord or the Commissioner, or other lawful authority, for the care, operation, maintenance and protection of the Airport and the public.

Operations to be conducted by the Tenant under this agreement shall be done at the sole expense of the Tenant and shall be subject to general inspection by the Landlord to insure a continuing quality of services commensurate with the standards provided for in this agreement.

Tenant does further covenant, promise and agree that said Tenant will not employ any person or persons in or about the premises or on the Airport who shall be objectionable to the Commissioner and if such persons shall be employed by Tenant, he, she, or they, shall be removed upon request of said Commissioner.

### *Article IX*

This agreement shall not and will not, nor shall any copy thereof, or any statement, paper or affidavit, in any way or manner referring hereto, be filed in the office of the Recorder of Deeds of Cook or DuPage Counties, Illinois or in any other public office, by Tenant or anyone acting for Tenant and that if the same be so filed, this agreement and each and every provision hereof shall, at the option of Landlord, be and become absolutely null and void and Landlord may declare such filing a breach of this agreement.

### *Article X*

If Tenant shall vacate or abandon the premises or permit the same to remain vacant or unoccupied for a period of ten (10) days, or in case of the nonpayment of the rent and charges reserved hereby, or any part thereof, or of the breach of any covenant in this agreement contained, Tenant's right to the possession of the premises thereupon shall terminate, with or without any notice or demand whatsoever, and the mere retention of possession thereafter by Tenant shall constitute a forcible detainer of said premises, and if the Landlord so elects, but not otherwise, this agreement shall thereupon terminate and upon the termination of Tenant's right of possession, as aforesaid, whether this agreement be terminated or not, Tenant agrees to surrender possession of the premises immediately, without the receipt of any demand for rent, notice to quit or demand for possession of the premises whatsoever, and Tenant hereby grants to Landlord full and free license to enter into and upon said premises, or any part thereof, to take possession thereof without process of law and to expel and remove Tenant, or any other person who may be occupying the premises, or any part thereof and Landlord may use such force in and about expelling and removing Tenant and said other person as may reasonably be necessary and Landlord may repossess itself of the said premises as of its former estate, but said entry of said premises shall not contitute a trespass or forcible entry or detainer, nor shall it cause forfeiture of charges due by virtue hereof, nor a waiver of any covenant, agreement or promise in said agreement contained, to be performed by Tenant.

Tenant hereby waives all notice of any election made by Landlord under this agreement, demand for rent, notice to quit, demand for possession, and any and all notices and demands whatsoever, of any and every nature, which may or shall be required by any statute of this State relating to forcible entry and detainer, or to Landlord and Tenant, or any other statute, or by the common law during the terms of this agreement. The acceptance of rent, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by Tenant, or the giving or making of any notice or demand, whether according to any statutory provision or not, or any act or series of acts, except an express written waiver, shall not be construed as a waiver of Landlord's right to act without notice or demand or of any other right hereby given Landlord, or as an election not to proceed under the provisions of this agreement.

If default be made in the payment of the rent, or other charges herein reserved, or of any installment thereof, as herein provided, Tenant does hereby irrevocably constitute any attorney of any Court of Record in this State, attorney for it and in its name, from time to time, to waive the issuance of process and service thereof, to waive trial by jury, to confess judgment in favor of Landlord and against Tenant for the amount of rent which may be then due, by virtue of the terms hereof, or of any extension or renewals hereof, or by virtue of any holdover after the termination hereof, and which may be in default, as aforesaid, together with the costs of such proceedings and for said purposes to file in said cause his cognovit thereof, and to make an agreement in said cognovit, or elsewhere, waiving and releasing all errors which may intervene in any such proceeding and waiving and releasing all right of appeal and right to writ of error, and consenting to an immediate execution upon such judgment, and Tenant hereby confirms all that said attorney may lawfully do by virtue hereof. Landlord shall have a first lien on Tenant's interest hereunder, and on Tenant's property now or hereafter located in said premises, to secure the payment of all moneys due hereunder, which lien may be foreclosed in equity and in case of any such foreclosure proceeding, a receiver shall be appointed to take possession of said premises and property and relet the premises under order of court.

The obligation of Tenant to pay the rent reserved hereby during the balance of the term hereof, or during any extension thereof, shall not be deemed to be waived, released or terminated, nor shall the right and power to confess judgment given in the preceding paragraph hereof be deemed to be waived or terminated by the service of any five-day notice, other notice to collect, demand for possession, or notice that the tenancy hereby created will be terminated on the date therein named, the institution of any action of forcible detainer or ejectment, or any judgment for possession that may be rendered in such action, or any other act or acts resulting in the termination of Tenant's right to possession of the premises. The Landlord may collect and receive any rent due from Tenant and payment or receipt thereof shall not waive or affect any such notice, demand, suit or judgment, or in any manner whatsoever waive, affect, change, modify or alter any rights or remedies which Landlord may have by virtue hereof.

Tenant shall pay and discharge all costs, expenses and attorney's fees which shall be incurred and expended by Landlord in enforcing the covenants and agreement of this agreement, whether by the institution of litigation or in the taking advice of counsel, or otherwise.

The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

### *Article XI*

Tenant shall observe and comply with all laws, ordinances, rules and regulations of the United States Government, State of Illinois, Counties of Cook and DuPage, City of Chicago and all agencies thereof which may be applicable to its operations or to the operation, management, maintenance or administration of the Airport, now in effect or hereafter promulgated.

### *Article XII*

Tenant, upon performing the covenants, conditions and agreements herein contained, shall and may peacefully have, hold and enjoy the premises and privileges hereinafter granted.

### *Article XIII*

This agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Illinois.

### *Article XIV*

Notices to the Landlord provided for herein may be sent by registered mail, postage prepaid, addressed to the Commissioner of Aviation of the City of Chicago, City Hall, Chicago, Illinois, 60602, and notices to Tenant provided for herein may be sent by registered mail, postage prepaid, addressed to Tenant at Box 9222, Chicago, Illinois, 60690, Attention: Real Estate Department, or in either case to such other respective parties and addresses as the parties hereto may designate in writing from time to time and such notices shall be deemed to have been given when so sent.

### *Article XV*

Tenant agrees that in performing under this agreement it shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, age, or national origin, nor otherwise commit an unfair employment practice. Tenant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Tenant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause. Tenant further agrees that this article will be incorporated by Tenant in all contracts entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this agreement.

Attention is called to Executive Order 11246 issued September 24, 1965, 3 CFR p. 567, 1966; The Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241 et sub.; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 1967, CH. 38, Secs. 13-1 to 13-4 inclusive; July 8, 1933, Ill. Rev. Stat. 1967, CH. 29, Secs. 17 to 24 inclusive; July 21, 1961, Ill. Rev. Stat. 1967, CH. 48, Secs. 851 to 866 inclusive, and July 26, 1967, Ill. Rev. Stat. 1967, CH 48, Secs. 881 to 887 inclusive; to an ordinance passed by the City Council of the City of Chicago, August 21, 1945, page 3877 of the Journal of the Proceedings, and to the provisions of 41 CFR Chapter 60.

To demonstrate compliance the Tenant and his contractors and subcontractors will furnish such reports and information as requested by the Chicago Commission on Human Relations.

### *Article XVI*

Landlord expressly reserves the right to further develop or improve the landing area, the Terminal Buildings and other buildings and appurtenances on the Airports as it so sees fit, regardless of the desires or views of the Tenant and without interference or hindrance.

## PART II — SPECIAL CONDITIONS

1. *Premises*

Landlord, for and in consideration of the covenants and agreements herein mentioned, to be kept and performed by both parties hereto, does hereby demise to Tenant, the premises, designated as follows:

> Hangar site, together with all buildings and improvements thereon, located on Chicago Midway Airport, as outlined in red on Exhibit A attached hereto and by this reference made a part hereof.

2. *Purpose*

The demised premises may be utilized by Tenant for storing, repairing, maintaining and servicing aircraft leased to Tenant and for no other purpose whatsoever. Tenant may service aircraft leased by Tenant with fuel, provided that all laws and airport regulations dealing with use and operation of servicing tanks and trucks are complied with, and further provided that additional payment therefor is made in accordance with Section 4 of these Special Conditions.

3. *Term*

The term of this agreement shall commence on January 1, 1970, and terminate on December 31, 1974. It is understood and agreed that notwithstanding the above term either party may cancel and terminate this agreement by serving ninety (90) days written notice of its election so to do.

4. *Rental*

Tenant shall pay to Landlord, at the office of the Comptroller, as rental for the demised premises, the sum of Thirteen Thousand Six Hundred Fifty Dollars ($13,650.00) per annum, payable in advance in monthly installments of One Thousand One Hundred and Thirty Seven and 50/100 Dollars ($1,137.50) on the first day of each month during the term of the lease.

For servicing aircraft leased by Tenant with fuel, Tenant shall pay to Landlord as additional rental, three cents ($.03) per gallon for every gallon of aviation fuel serviced. Payment to be made, at the office of the Comptroller, on or before the Fifteenth (15th) day of the following month, accompanied by a statement of the number of gallons of aviation fuel serviced daily, the total gallons serviced during the preceding month, and the identity of the supplier from whom obtained. The original of each such statement submitted to Landlord shall be delivered to the Comptroller and a copy to the Commissioner.

5. *Floodlights*

Tenant shall illuminate the apron in front of the hangar building with floodlights; and shall place and maintain at all times red obstruction lights on the highest point and each corner of the building, and on the highest point of each smokestack, pole, aerial and antenna upon said premises. The obstruction light fixtures shall be of a dual type and the lights shall be kept burning at Tenant's expense, from dusk until dawn.

6. *Temporary Parking*

Tenant is authorized, subject to airport rules and regulations and approval of the Airport Manager, to make temporary use of the public aircraft area near the demised premises for parking of aircraft which would ordinarily be housed in the hangar on the demised premises, as necessary, on an interim basis from time to time in connection with authorized use of the hangar, without payment of fees and charges other than the rent provided for in this agreement. It is understood that authorization from the Airport Manager is to be obtained in each separate instance this privilege is requested.

Execution of this Agreement authorized by ordinance of the City Council of the City of Chicago passed .......................... (C. J. P. ..........................).

In Witness Whereof, the parties hereto have caused this instrument to be executed under their respective seals on the day and year first above written.

[Signature forms omitted]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

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### Execution of Lease Agreement Authorized with Bohling Aircraft Corp. for Lease of Space at Chicago Midway Airport.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, to authorize execution of lease agreement with Bohling Aircraft Corporation for lease of space at Chicago Midway Airport.

**On motion of Alderman Keane the said proposed ordinance was *Passed,* by yeas and nays as follows:**

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Lupo, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—36.

*Nays*—None.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Aviation and the City Comptroller, subject to approval as to form and legality of the Corporation Counsel, are authorized to execute in behalf of the City of Chicago an agreement with Bohling Aircraft Corporation at Chicago Midway Airport, said agreement to be in the following form:

This Agreement made this ...................... day of ................................ A.D. ........................, between the City of Chicago, a municipal corporation of the State of Illinois, hereinafter called "Landlord" and Bohling Aircraft Corporation, a corporation organized and existing by virtue of the laws of the State of Delaware, hereinafter called "Tenant".

WITNESSETH:

That Landlord, for and in consideration of the terms and conditions, both general and special, hereinafter contained and made on the part of Tenant, does hereby grant to Tenant for use only by Tenant, the privileges hereinafter described on premises at Chicago Midway Airport hereinafter called "Airport" in the City of Chicago, Counties of Cook and DuPage, State of Illinois.

This agreement shall consist of three parts:

Part I—General Conditions

Part II—Special Conditions
numbered 1 to 6

Part III—Exhibits and Attachments
lettered A

All constituting the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences, shall be implied or impressed upon such agreement that are not set forth herein at length.

PART I—GENERAL CONDITIONS

*Article I*

This agreement shall be subject and subordinate to:

(a) Any existing or future Federal or State statute or any existing or future lease or agreement between Landlord and the United States or the State of Illinois relative to the development, construction, operation, or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal or State funds for the development, construction, operation or maintenance of said Airport.

(b) (1) If premises situated at Chicago-O'Hare International Airport the provisions of a deed from the United States to the City of Chicago appearing as Document No. 13747964, recorded on March 22, 1946, a release executed by the United States in favor of the City of Chicago as Document No. 17260008, recorded on July 15, 1958, a deed from the United States to the City of Chicago appearing as Document No. 17966152, recorded on September 16, 1960, and a release executed by the United States in favor of the City of Chicago, as Document No. 18246321, recorded on August 14, 1961, all in the office of the Recorder of Deeds, Cook County, Illinois.

(2) If premises situated at Chicago Midway Airport the provisions of a lease authorized December 30, 1930, as amended, by and between the City of Chicago and the Board of Education of the City of Chicago, under which lease the City of Chicago holds and operates said Airport.

(3) If premises situated at Merrill C. Meigs Field the provisions of a lease authorized October 1, 1946, as amended, by and between the City of Chicago and the Chicago Park District, under which lease the City of Chicago holds and operates said Airport.

(c) Other existing agreements and leases between Landlord and the United States and any and all future releases, deeds, leases and agreements hereafter granted or entered into by and between the United States and the City of Chicago with reference to the conveyance by the United States to the City of Chicago of any real or personal property under any existing or future Federal statutes authorizing the conveyance of such property by the Federal Government to the City for airport purposes.

(d) The right of Landlord to further develop, improve, maintain, modify and repair the landing area, the Terminal Buildings and other buildings and appurtenances on the Airports, as it so sees fit, regardless of the desires or views of the Tenant and without interference or hindrance by the Tenant.

### *Article II*

The Tenant shall not, without prior approval of Landlord, assign or transfer this agreement, nor any share, part or interest therein, nor any of the rights or privileges granted hereby, nor enter into any contract requiring or permitting the doing of anything hereunder by an independent contractor unless otherwise expressly provided herein. Tenant further agrees that it shall not enter into any agreement of any nature, formal or informal, concerning other business activities at Merrill C. Meigs Field, Chicago Midway Airport, Chicago-O'Hare International Airport, with any individual, partnership or corporation without prior approval of Landlord, it being understood that the only activity that Tenant may conduct directly or indirectly, alone or through others, on, upon or from said Airports and facilities located thereon, be they demised to others or under the control of Landlord, is as authorized under the terms of this agreement.

In the event of the issuance of this right or privilege to more than one individual or other legal entity (or to any combination thereof), then and in that event, each and every obligation or undertaking hereinstated to be fulfilled or performed by the Tenant shall be the joint and several obligation of each such individual or other legal entity.

If Tenant is a corporation and if the control thereof changes at any time during the term hereof, then Landlord may, at its option, declare such change a breach of this agreement.

It is mutually understood and agreed that nothing contained in this agreement is intended, or shall be construed, as in any wise creating or establishing the relationship of copartners or joint venturers between the parties hereto or as constituting the Tenant as the agent or representative of the Landlord for any purpose or in any manner whatsoever.

### *Article III*

Tenant has examined the premises prior to, and as a condition precedent to, the execution hereof and is satisfied with the physical condition of said premises, and its taking possession thereof will be conclusive evidence of its receipt of said premises in a safe, sanitary and sightly condition and in good repair.

### *Article IV*

Tenant shall not attach, affix, or permit to be attached or affixed, upon the premises, or if so attached or affixed, relocate, replace, alter or modify, without the consent in writing in each instance of the Commissioner of Aviation (hereinafter called "Commissioner") first had and obtained, any flags, placards, signs, poles, wires, aerials, antennae, improvements or fixtures. In connection therewith Commissioner may require submission of proposed designs, floor plans, construction plans, specifications and contract documents therefor and if then approved may incorporate all or part thereof within this agreement as attachments thereto.

### *Article V*

Tenant, at the expense of Tenant, shall keep the premises in a safe, sanitary and sightly condition and good repair and shall yield the same back to Landlord upon the termination of this agreement in such condition and repair, ordinary wear and tear excepted, and if said premises shall not be so kept by Tenant, Landlord may enter the premises (without such entering causing or constituting a termination of the privilege or an interference with the possession of said premises by Tenant) and do all things necessary to restore said premises to the condition herein required, charging the cost and expense thereof to Tenant and Tenant agrees to pay Landlord, in addition to the rent and charges hereby reserved, all such costs and expenses.

### *Article VI*

Tenant covenants and agrees to keep said premises and improvements situated thereat free and clear of any and all liens in any way arising out of the use thereof by Tenant.

In addition to the rent and charges hereinafter outlined, Tenant shall pay all fees, charges, license fees and taxes of whatever nature, if necessary, as required by law or ordinance of the City of Chicago.

Tenant shall assume all risks incident to or in connection with the business to be conducted hereunder and shall be solely responsible for all accidents or injuries of whatever nature or kind to persons or property caused by its operations at said Airport and shall indemnify, defend and save harmless the Landlord, its authorized agents and representatives, from any penalties for violation of any law, ordinance or regulation affecting its operations, and from any and all claims, suits, losses, damages or injuries to persons or property of whatsoever kind or nature arising directly or indirectly out of the operation of such business, or resulting from the carelessness, negligence or improper conduct of the Landlord, Tenant, or any of their agents or employees.

Landlord shall not be liable to Tenant for damage to property of Tenant or any loss of revenues to Tenant resulting from Landlord's acts, omission or neglect in the maintenance and operation of the Airport facilities.

### *Article VII*

Tenant, at the expense of Tenant, shall keep in force, during the term of this agreement, insurance issued by responsible insurance companies, in forms, kinds and amounts as determined and directed by the Comptroller of the City of Chicago (hereinafter called "Comptroller") for the protection of Landlord and/or Tenant. Insurance requirements hereunder shall be subject to the sole determination of the Comptroller.

Said insurance may include, but need not be limited to, insurance coverages commonly known as, or similar in kind to, Public Liability, Products Liability, Property Damage, Loss of Rents, Workmen's Compensation, Scaffolding Act, and such other insurance coverage as deemed required in the sole determination of the Comptroller. All policies or endorsements thereto shall in all cases where possible name Landlord as co-insured thereunder.

Upon approval by said Comptroller of all insurance required, in the forms, kinds and amounts directed to be procured, Tenant shall deliver all policy originals or duplicate originals and endorsements thereto to the Comptroller for incorporation within this agreement as attachment thereto. In any event, Tenant is not to commence to exercise any of the rights and privileges granted under this agreement until such time as all insurance directed and required to be furnished by Tenant is in full force and effect.

Tenant expressly understands and agrees that any insurance protection furnished by Tenant hereunder shall in no way limit its responsibility to indemnify and save harmless Landlord under the provisions of Article VI of this agreement.

### *Article VIII*

In the event the premises or the building of which the premises are a part shall be damaged or destroyed by fire or other casualty, the same may be promptly repaired or rebuilt by Landlord at its expense as soon as funds are available but Landlord shall not be obligated to repair, rebuild, restore or replace any fixtures, equipment, displays or other property installed by Tenant pursuant to this agreement.

Provided, however, that Landlord may elect, at its sole option, not to repair or reconstruct the premises or the building, of which the premises are a part, and upon written notice of such election from Landlord to Tenant the obligation of Tenant to pay rent shall cease and this agreement shall thereupon terminate.

### *Article IX*

Landlord hereby grants to Tenant the right of access and ingress to and egress from the premises by Tenant and its employees, contractors, suppliers, servicemen, sublessees, guests, patrons and invitees; provided, that such rights of access, ingress and egress, are at all times exercised in conformance with the further provisions of this agreement and any and all regulations promulgated by Landlord or the Commissioner, or other lawful authority, for the care, operation, maintenance and protection of the Airport and the public.

Operations to be conducted by the Tenant under this agreement shall be done at the sole expense of the Tenant and shall be subject to general inspection by the Landlord to insure a continuing quality of services commensurate with the standards provided for in this agreement and to such other provisions of related agreements as may be pertinent as entered into between Landlord and others governing the use of and operations at the Airport, and shall be further subject in the case of operations at Chicago-O'Hare International Airport, to the provisions of paragraph 4, Article XI of that certain agreement entitled "Airport Use Agreement' and the further provisions, including the right of cancellation of Section 6.04, Article VI of that certain agreement entitled "Lease of Terminal Facilities" and to such other provisions of said related agreements as may be pertinent as entered into between the City and the Scheduled Airlines governing use and operation of Chicago-O'Hare International Airport.

Tenant does further covenant, promise and agree that said Tenant will not employ any person or persons in or about the premises or on the Airport who shall be objectionable to the Commissioner and if such persons shall be employed by Tenant, he, she, or they, shall be removed upon request of said Commissioner.

Tenant agrees to use its best efforts in every proper manner to maintain and develop the business conducted by it under this agreement and increase same and not to divert or cause, or allow, to be diverted, any business from Airport.

### *Article X*

This agreement shall not and will not, nor shall any copy thereof, or any statement, paper or affidavit, in any way or manner referring hereto, be filed in the office of the Recorder of Deeds of Cook or DuPage Counties, Illinois, or in any other public office, by Tenant or anyone acting for Tenant and that if the same be so filed, this agreement and each and every provision hereof shall, at the option of Landlord, be and become absolutely null and void and Landlord may declare such filing a breach of this agrement.

### *Article XI*

If Tenant shall vacate or abandon the premises, or any part thereof, or permit the same to remain vacant or unoccupied, or in case of the nonpayment of the rent and charges reserved hereby, or any part thereof, or of the breach of any covenant in this agreement contained, Tenant's right to the possession of the premises thereupon shall terminate, with or without any notice or demand whatsoever, and the mere retention of possession thereafter by Tenant shall constitute a forcible detainer of said premises, and if the Landlord so elects, but not otherwise, this agreement shall thereupon terminate and upon the termination of Tenant's right of possession, as aforesaid, whether this agreement be terminated or not, Tenant agrees to surrender possession of the premises immediately, without the receipt of any demand for rent, notice to quit or demand for possession of the premises whatsoever, and Tenant hereby grants to Landlord full and free license to enter into and upon said premises, or any part thereof, to take possession thereof without process of law and to expel and remove Tenant, or any other person who may be occupying the premises, or any part thereof and Landlord may use such force in and about expelling and removing Tenant and said other person as may reasonably be necessary and Landlord may repossess itself of the said premises as of its former estate, but said entry of said premises shall not constitute a trespass or forcible entry or detainer, nor shall it cause forfeiture of charges due by virtue hereof, nor a waiver of any covenant, agreement or promise in said agreement contained, to be performed by Tenant.

Tenant hereby waives all notice of any election made by Landlord under this agreement, demand for for rent, notice to quit, demand for possession, and any and all notices and demands whatsoever, of any and every nature, which may or shall be required by any statute of this State relating to forcible entry and detainer, or to Landlord and Tenant, or any other statute, or by the common law during the terms of this agreement. The acceptance of rent, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by Tenant, or the giving or making of any notice or demand, whether according to any statutory provisions or not, or any act or series of acts, except an express written waiver, shall not be construed as a waiver of Landlord's right to act without notice or demand or of any other right hereby given Landlord, or as an election not to proceed under the provisions of this agreement.

If default to be made in the payment of the rent, or other charges herein reserved, or of any installment thereof, as herein provided, Tenant does hereby irrevocably constitute any attorney of any Court of Record in this State, attorney for it and in its name, from time to time, to waive the issuance of process and service thereof, to waive trial by jury, to confess judgment in favor of Landlord and against Tenant for the amount of rent which may be then due, by virtue of the terms hereof, or of any extensions or renewals hereof, or by virtue of any holdover after the termination hereof, and which may be in default, as aforesaid, together with the costs of such proceedings and for said purposes to file in said cause his cognovit thereof, and to make an agreement in said cognovit, or elsewhere, waiving and releasing all errors which may intervene in any such proceeding and waiving and releasing all right of appeal and right to writ of error, and consenting to an immediate execution upon such judgment, and Tenant hereby confirms all that said attorney may lawfully do by virtue hereof. Landlord shall have a first lien on Tenant's interest hereunder, and on Tenant's property now or hereafter located in said premises, or elsewhere, to secure the payment of all moneys due hereunder, which lien may be foreclosed in equity and in case of any such foreclosure proceeding, a receiver shall be appointed to take possession of said premises and property and relet the premises under order of court.

The obligation of Tenant to pay the rent reserved hereby during the balance of the term hereof, or during any extension thereof, shall not be deemed to be waived, released or terminated, nor shall the right and power to confess judgment given in the preceding paragraph hereof be deemed to be waived or terminated by the service of any five-day notice, other notice to collect, demand for possession, or notice that the tenancy hereby created will be terminated on the date therein named, the institution of any action of forcible detainer or ejectment, or any judgement for possession that may be rendered in such action, or any other act or acts resulting in the termination of Tenant's right to possession of the premises. The Landlord may collect and receive any rent due from Tenant and payment or receipts thereof shall not waive or affect any such notice, demand, suit or judgment, or in any manner whatsoever waive, affect, change, modify or alter any rights or remedies which Landlord may have by virtue hereof.

Tenant shall pay and discharge all costs, expenses and attorney's fees which shall be incurred and expended by Landlord in enforcing the covenants and agreements of this agreement, whether by the institution of litigation or in the taking advice of counsel, or otherwise.

The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

### *Article XII*

Tenant shall observe and comply with all laws, ordinances, rules and regulations of the United States Government, State of Illinois, Counties of Cook and DuPage, City of Chicago and all agencies thereof which may be applicable to its operation or to the operation, management, maintenance or administration of the Airport, now in effect or hereafter promulgated.

### *Article XIII*

Tenant, upon performing the covenants, conditions and agreements herein contained, shall and may peacefully have, hold and enjoy the premises and privileges hereinafter granted.

### *Article XIV*

Landlord may furnish security service, heat, sanitary facilities and utilities as designated at outlets and at points as shown on attachment hereto. Tenant shall pay any and all charges and costs therefor whether or not metered or billed directly from Landlord upon estimates of such costs made solely by Landlord.

### *Article XV*

To insure faithful performance of the covenants, conditions and agreements herein contained, Tenant, at the expense of Tenant shall, before exercising any rights or privileges accorded hereunder, furnish a bond in form, kind and amount as determined and directed solely by the Comptroller for incorporation within this agreement as attached thereto.

### *Article XVI*

Tenant agrees that in performing under this agreement it shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, age, or national origin, nor otherwise commit an unfair employment practice. Tenant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Tenant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. Tenant further agrees that this article will be incorporated by Tenant in all contracts entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this agreement.

Attention is called to Executive Order 11246 issued September 24, 1965, 3 CFR p. 567, 1966; The Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat, 241 et sub.; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 1967, CH. 38, Secs. 13-1 to 13-4 inclusive; July 8, 1933, Ill. Rev. Stat. 1967, CH 29, Secs. 17 to 24 inclusive; July 21, 1961, Ill. Rev. Stat. 1967, CH. 48, Secs. 851 to 866 inclusive, and July 26, 1967, Ill. Rev. Stat. 1967, CH. 48, Secs. 881 to 887 inclusive; to an ordinance passed by the City Council of the City of Chicago, August 21, 1945, page 3877 of the Journal of the Proceedings, and to the provisions of 41 CFR Chapter 60.

To demonstrate compliance the Tenant and his contractors and subcontractors will furnish such reports and information as requested by the Chicago Commission on Human Relations.

### *Article XVII*

Tenant shall pay, or cause to be paid, wages not less than those determined to be prevailing in this locality pursuant to the provisions of 29 CFR, Parts 4 and 5, as amended, or as may otherwise have been determined to be prevailing in this locality pursuant to the provisions of Ch. 48, Secs. 39s-1 to 39s-12 inclusive, Ill. Rev. Stat. 1967, whichever is pertinent.

### *Article XVIII*

This agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Illinois.

### *Article XIX*

Notices to the Landlord provided for herein may be sent by registered mail, postage prepaid, addressed to the Commissioner of Aviation of the City of Chicago, City Hall, Chicago, Illinois, 60602, and notices to Tenant provided for herein may be sent by registered mail, postage prepaid, addressed to Tenant at .................................. or in either case to such other respective parties and addresses as the parties hereto may designate in writing from time to time and such notices shall be deemed to have been given when so sent.

Execution of this Agreement authorized by ordinance of the City Council of the City of Chicago passed ........................... (C. J. P. ...........................).

### PART II — SPECIAL CONDITIONS

1. *Premises*

Landlord, for and in consideration of the covenants and agreements herein mentioned, to be kept and performed by both parties hereto, does hereby demise to Tenant, the premises designated as follows:

> Hangar site, together with all buildings and improvements thereon, located on Chicago Midway Airport, as outlined in red on Exhibit A attached hereto and by this reference made a part hereof.

2. *Purpose*

Tenant agrees that the premises herein demised are permitted to be used to conduct a repair and maintenance operation for aircraft, aircraft engines, and related accessories, and to store aircraft in the hangar. Tenant may service aircraft owned by Tenant with fuel, provided that all laws and airport regulations dealing with use and operation of servicing tanks and trucks are complied with, and further provided that additional payment therefor is made in accordance with Section 4 of these Special Conditions.

3. *Term*

The term of this agreement shall be for a period of two (2) years commencing on ..........................., the date of approval of ordinance by the City Council of the City of Chicago. It is understood and agreed that notwithstanding the above term, either party may cancel and terminate this agreement by ninety (90) days notice to the other party in writing of its election so to do.

4. *Rental*

Tenant shall pay to Landlord as rent for the demised premises the sum of Fourteen Thousand One Hundred Seventy-Five and No/100 Dollars ($14,175.00) per annum to be paid as follows:

> Tenant shall pay on or before the 1st day of each month in advance to the Comptroller, the sum of Eleven Hundred Eighty One and 25/100 Dollars ($1,181.25). If any rental hereunder commences after the first day or terminates prior to the last day of any month, such rental for such month shall be determined on a prorata basis according to the number of days of such month involved.

For servicing aircraft owned by Tenant with fuel, Tenant shall pay to Landlord as additional rental, three cents ($.03) per gallon for every gallon of aviation fuel serviced. Payment to be made, at the office of the Comptroller, on or before the Fifteenth (15th) day of the following month, accompanied by a statement of the number of gallons of aviation fuel serviced daily, the total gallons serviced during the preceding month, and the identity of the supplier from whom obtained. The original of each such statement submitted to Landlord shall be delivered to the Comptroller and a copy to the Commissioner.

5. *Fire Insurance*

Landlord shall keep in force during the term of this agreement, and bill Tenant annually therefor, a policy of insurance covering Fire and Extended Coverage, Malicious Mischief and Vandalism for the building only. Tenant shall obtain its own insurance coverage for its property contained within the said building.

6. *Performance Bond*

At the time of the execution hereof, Tenant shall execute and deliver to the Comptroller a Performance Bond in form, type and amount as to be determined solely by the Comptroller, which bond shall guarantee faithful performance of the provisions of the contract.

7. *Training*

Tenant shall not use or otherwise permit the use of the demised premises for the purpose of hangaring, storing, or servicing aircraft used for the purpose of flight instruction at Chicago Midway Airport.

In Witness Whereof, the parties hereto have caused this instrument to be executed under their respective seals on the day and year first above written.

[Signature forms omitted]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

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## Ordinance Amended for Hangar Site Lease with Sears, Roebuck and Co. for Extension of Lease and Parking Facilities for Employees, Etc.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, to authorize an amendment to ordinance for hangar site lease with Sears, Roebuck and Company for extension of lease of parking facilities for employees, etc.

**On motion of Alderman Keane the said proposed ordinance was *Passed,* by yeas and nays as follows:**

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Lupo, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—36.

*Nays*—None.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Aviation and the City Comptroller, subject to approval as to form and legality of the Corporation Counsel, are authorized to execute in behalf of the City of Chicago an Amendment to Hangar Site Lease with Sears, Roebuck & Company at Chicago Midway Airport, said Amendment to be in the following form:

### SECOND
### AMENDMENT TO AGREEMENT
### BETWEEN THE CITY OF CHICAGO AND
### SEARS, ROEBUCK AND COMPANY

This Agreement made and entered into this ..................... day of ........................., A.D., 19.... by and between the City of Chicago, a municipal corporation of the State of Illinois, hereinafter referred to as "City" and Sears, Roebuck and Company, hereinafter referred to as "Sears".

WITNESSETH:

Whereas, City and Sears have heretofore entered into an agreement under date of January 22, 1962, authorized by City Council January 17, 1962 (C.J.P. pp. 6601-6605) as amended under dates of November 28, 1966 (C.J.P. pp. 7555-7556), hereinafter referred to as "said agreement", in and by which City among other provisions granted to Sears, certain privileges or premises to be occupied and used for the purposes therein stated, located at Chicago

Midway Airport, in the City of Chicago, Counties of Cook and DuPage, and State of Illinois;

Now, Therefore, City, in consideration of the provisions and conditions set forth in said agreement, does hereby amend said agreement, and Sears hereby accepts said privileges or premises therein set forth and upon the terms, conditions and provisions set forth and stated therein (to which reference is hereby made, and which the parties agree will be incorporated, and shall be considered to be incorporated herein, by this reference thereto) except in so far and only in so far as said privileges, premises, terms, conditions and provisions are modified, changed or amended by the further provisions of this agreement.

It is hereby further agreed that the sole modifications of, changes in, and amendments to, said agreement, which are hereby made therein, and which shall be applicable to all renewals and extensions as may be made and provided for therein, are as follows:

1. That paragraph appearing on Page 1 of said agreement, as amended, reading as follows:

> "Hangar site, together with all buildings and improvements thereon, located on Chicago Midway Airport, as outlined in red on Exhibit A attached hereto and by this reference made a part hereof."

shall be and the same is hereby further modified, changed, and amended to read as follows:

> Hangar site, together with all buildings and improvements thereon, located on Chicago Midway Airport, as outlined in red on Exhibit A attached hereto and by this reference made a part hereof, subject only to a reservation of easement rights for the installation, maintenance, repairs, and replacement, if necessary, of any public utilities as may traverse the demised premises and any future public utilities as may be necessary to be installed.

2. That paragraph appearing on Page 2 of said agreement, as amended, reading as follows:

> "To Have and To Hold the same for and during the term commencing January 1, 1965, subject to the prior approval of the City Council of the City of Chicago and expiring on the 31st day of December, A.D. 1969, unless said term shall be sooner terminated or hereafter renewed or extended as provided herein. It is understood and agreed that notwithstanding the above term either party may cancel and terminate this agreement by serving ninety (90) days written notice of its election so to do."

shall be and the same is hereby further modified, changed, and amended to read as follows:

> To Have and To Hold the same for a period of six (6) years commencing on ........................, the date of approval of authorizing ordinance by the City Council, and terminating on ........................, unless said term shall be sooner terminated or hereafter renewed or extended as provided herein. It is understood and agreed that notwithstanding the above term either party may cancel and terminate this agreement by serving one (1) year written notice of its election so to do.

3. The first paragraph in Article I, appearing on Page 2 of said agreement, as amended, reading as follows:

> "Sears shall pay to City, at the office of the City Comptroller, as rental for the demised premises the sum of Thirty Two Thousand and No/100 Dollars ($32,000.00) per annum, payable in advance in monthly installments of Two Thousand Six Hundred Sixty Six and 67/100 Dollars ($2,666.67) on the first day of each month during the term of this lease."

shall be and the same is hereby further modified, changed and amended to read as follows:

> Sears shall pay to City, at the office of the City Comptroller, as rental for the demised premises the sum of Thirty Three Thousand Six Hundred and No/100 Dollars ($33,600.00) per annum, payable in advance in monthly installments of Two Thousand Eight Hundred and No/100 Dollars ($2,800.00) on the first day of each month during the first two years of the term hereof, and Thirty Five Thousand Two Hundred Eighty and No/100 Dollars ($35,280.00) per annum, payable in advance in monthly installments of Two Thousand Nine Hundred Forty and No/100 Dollars ($2,940.00) the first day of each month during the last four years of the term hereof.

4. The first paragraph in Article III appearing on page 3 of said agreement, as amended, reading as follows:

> *"Article III"*
>
> "The demised premises may be utilized by Sears for storing, repairing, maintaining and servicing aircraft belonging to Sears, its sublessees, if any, and its business invitees, provided that the foregoing shall not be construed as authorizing Sears to conduct a business as a fixed base operator and that such of the foregoing uses as related to Sears business invitees shall be performed only as an accommodation and may be subject to such reasonable recommendations as may from time to time be made by the Commissioner of Aviation of the City, hereinafter called 'Commissioner' ".

shall be and the same is hereby further modified; changed, and amended to read as follows:

> *Article III*
>
> The demised premises may be utilized by Sears for storing, repairing, maintaining and servicing aircraft belonging to Sears, its sublessees, if any, and its business invitees, provided that the foregoing shall not be construed as authorizing Sears to conduct a business as a fixed base operator and that such of the foregoing uses as related to Sears business invitees shall be performed only as an accommodation and may be subject to such reasonable recommendations as may from time to time be made by the Commissioner of Aviation of the City, hereinafter called "Commissioner". It is understood and agreed that the area extending approximately 30 feet east from the Hangar Building to the east line of the demised premises may be used for the private parking of automobiles of Sears employees, guests, patrons, invitees, and business associates. It is understood and agreed that all cost of construction, improvement, security and maintenance shall be borne by Sears.
>
> It is further understood and agreed that Sears intends and will, at its own expense, make various improvements to the demised premises in an amount not less than One Hundred Thousand Dollars ($100,000.00), during the term of this lease.

5. Article XVI of said agreement, as amended, reading as follows:

> *"Article XVI"*
>
> "Sears agrees that in performing under this agreement it shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color or

national origin, nor otherwise commit an unfair labor practice. Sears further agrees that this article will be incorporated by Sears in all contracts entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor or who may perform any such labor or services in connection with this agreement. Attention is called to Executive Order 10925 issued March 6, 1961, 3 CFR 1959-1963 Comp. p. 448, as amended; The Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241 et sub.; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 1963, Ch. 38, Secs. 13-1 to 13-4 inclusive; July 8, 1933, Ill. Rev. Stat. 1963, Ch. 29, Secs. 17 to 24 inclusive; and July 21, 1961, Ill. Rev. Stat. 1963, Ch. 48, Secs. 851 to 866 inclusive, and an ordinance passed by the City Council of the City of Chicago, August 21, 1945, page 3877 of the Journal of the Proceedings.

To demonstrate compliance Sears and its contractors and subcontractors will furnish such reports and information as requested by the Chicago Commission on Human Relations."

shall be and the same is hereby further modified, changed, and amended to read as follows:

*Article XVI*

Sears agrees that in performing under this agreement it shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, age, or national origin, nor otherwise commit an unfair employment practice. Sears will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Sears agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause. Sears further agrees that this article will be incorporated by Sears in all contracts entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this agreement.

Attention is called to Executive Order 11246 issued September 24, 1965, 3 CFR p. 567, 1966; The Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241 et sub.; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 1967, CH. 38, Secs. 13-1 to 13-4 inclusive; July 8, 1933, Ill. Rev. Stat. 1967, CH. 29, Secs. 17 to 24 inclusive; July 21, 1961, Ill. Rev. Stat. 1967, CH. 48, Secs. 851 to 866 inclusive, and July 26, 1967, Ill. Rev. Stat. 1967, CH. 48, Secs. 881 to 887 inclusive; to an ordinance passed by the City Council of the City of Chicago, August 21, 1945, page 3877 of the Journal of the Proceedings, and to the provisions of 41 CFR Chapter 60.

To demonstrate compliance Sears and its contractors and subcontractors will furnish such reports and information as requested by the Chicago Commission on Human Relations.

It is, therefore, agreed that except solely as hereinabove modified, changed and amended, the privileges, premises, terms, conditions and provisions of said agreement shall apply to, and shall govern, this amendment of said agreement and any and all further renewals or extensions thereof for any subsequent period which may be affected or made under and in accordance therewith.

Execution of this amendment authorized by ordinance of the City Council of the City of Chicago passed on the .......................... day of ......................., 1969 (C.J.P. pp. ..........................).

In Witness Whereof, the parties hereto have caused this instrument to be executed under their respective seals on the day and year first above written.

[Signature forms omitted]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

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### Ordinance Amended with United Air Lines, Inc. Concerning Fuel Storage Facilities at Chicago Midway Airport.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, to authorize an amendment to ordinance with United Air Lines, Incorporated, concerning fuel storage facilities at Chicago Midway Airport.

On motion of Alderman Keane the said proposed ordinance was *Passed*, by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Lupo, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—36.

*Nays*—None.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Aviation and the City Comptroller, subject to approval as to form and legality by the Corporation Counsel, are authorized to execute in behalf of the City of Chicago an amendment to agreement between the City of Chicago and United Air Lines, Inc., passed by the City Council December 30, 1957 (C.J.P. pp. 7068-7069), as amended September 19, 1966 (C.J.P. pp. 7247-7249), and March 6, 1967 (C.J.P. pp. 8485-8486), said amendment to be in the following form:

AMENDMENT TO AGREEMENT
BETWEEN THE CITY OF CHICAGO AND
UNITED AIR LINES, INC.

This Agreement, made and entered into, this ..... day of ..............., A.D. 19..., by and between the City of Chicago, a municipal corporation of the State of Illinois, hereinafter referred to as "Licensor" and United Air Lines, Inc., hereinafter referred to as "Licensee".

WITNESSETH:

Whereas, Licensor and Licensee have heretofore entered into an agreement under date of January 1, 1958, authorized by City Council December 30, 1957

(C.J.P. pp. 7068-7069) as amended under dates of September 19, 1966 (C.J.P. pp. 7247-7249), March 6, 1967 (C.J.P. pp. 8485-8486), hereinafter referred to as "said agreement", in and by which Licensor, among other provisions granted to Licensee, certain privileges or premises to be occupied and used for the purposes therein stated, located at Chicago Midway Airport in the City of Chicago, Counties of Cook and DuPage, and State of Illinois;

Now, Therefore, Licensor, in consideration of the provisions and conditions set forth in said agreement, does hereby amend said agreement, and Licensee hereby accepts said privileges or premises therein set forth and upon the terms, conditions and provisions set forth and stated therein (to which reference is hereby made, and which the parties agree will be incorporated, and shall be considered to be incorporated herein, by this reference thereto) except insofar and only in so far as said privileges, premises, terms, conditions and provisions are modified, changed, or amended by the further provisions of this agreement.

It is hereby further agreed that the sole modifications of, changes in, and amendments to, said agreement, which are hereby made therein, and which shall be applicable to all renewals and extensions as may be made and provided for therein, are as follows:

1. Paragraph four (4) appearing on page two (2) of said agreement, as amended, reading as follows:

> "4. This agreement with the rights and privileges herein granted shall be subject to termination and cancellation by either party upon ninety (90) days' written notice to the other party, or in the event the terms and conditions hereof are not fulfilled, or in the further event the Licensee abandons the use of the premises for the purposes herein stated. In no event shall this license continue beyond December 31, 1969."

shall be and the same is hereby modified, changed and further amended to read as follows:

> 4. This agreement with the rights and privileges herein granted shall be subject to termination and cancellation by either party upon ninety (90) days' written notice to the other party, or in the event the terms and conditions hereof are not fulfilled, or in the further event the Licensee abandons the use of the premises for the purposes herein stated. This license shall terminate December 31, 1974.

2. Paragraph thirteen (13) of said agreement, as amended, reading as follows:

> "13. Licensee agrees that in performing under this agreement it shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color or national origin, nor otherwise commit an unfair employment practice. Licensee further agrees that this article will be incorporated by Licensee in all contracts entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this agreement. Attention is called to Executive Order 10925 issued March 6, 1961, 3 CFR 1959-1963 Comp. p. 448, as amended; The Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241 et sub.; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 1963, Ch. 38, Secs. 13-1 to 13-4 inclusive; July 8, 1933, Ill. Rev. Stat. 1963, Ch. 29, Secs. 17 to 24 inclusive; and July 21, 1961, Ill. Rev. Stat. 1963, Ch. 48, Secs. 851 to 866 inclusive, and an ordinance passed by the City Council of the City of Chicago, August 21, 1945, page 3877 of the Journal of the Proceedings. To demonstrate compliance the Licensee and his contractors and subcontractors will furnish such reports and information as requested by the Chicago Commission on Human Relations."

shall be and the same is hereby modified, changed and amended to read as follows:

> 13. Licensee agrees that in performing under this agreement it shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, age, or national origin, nor otherwise commit an unfair employment practice. Licensee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. Licensee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. Licensee further agrees that this article will be incorporated by Licensee in all contracts entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations, furnishing skilled, unskilled, and craft union skilled labor, or who may perform any such labor or services in connection with this agreement.

Attention is called to Executive Order 11246 issued September 24, 1965, 3 CFR p. 567, 1966; The Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241 et sub.; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 1967, CH. 38, Secs. 13-1 to 13-4 inclusive; July 8, 1933, Ill. Rev. Stat. 1967, CH 29, Secs. 17 to 24 inclusive; July 21, 1961, Ill. Rev. Stat. 1967, CH 48, Secs. 851 to 866 inclusive, and July 26, 1967, Ill. Rev. Stat. 1967, CH. 48, Secs. 881 to 887 inclusive; to an ordinance passed by the City Council of the City of Chicago, August 21, 1945, page 3877 of the Journal of the Proceedings, and to the provisions of 41 CFR Chapter 60.

To demonstrate compliance the Licensee and his contractors and subcontractors will furnish such reports and information as requested by the Chicago Commission on Human Relations.

It is, therefore, agreed that except solely as hereinabove modified, changed and amended, the privileges, premises, terms, conditions and provisions of said agreement shall apply to, and shall govern, this amendment of said agreement and any and all further renewals or extensions thereof for any subsequent period which may be affected or made under and in accordance therewith.

Execution of this amendment authorized by ordinance of the City Council of the City of Chicago passed on the ............ day of .............., 19...., (C. J. P. pp. .................).

In Witness Whereof, the parties hereto have caused this instrument to be executed under their respective seals on the day and year first above written.

[Signature forms omitted]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

## City Comptroller Authorized to Execute Leases of Certain Properties for Municipal Purposes.

The Committee on Finance submitted a report recommending that the City Council pass sundry proposed ordinances transmitted therewith, to authorize the City Comptroller to lease specified parcels of property for use of City Departments and Agencies.

On separate motions made by Alderman Keane *each* of the said proposed ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Lupo, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—36.

*Nays*—None.

Said ordinances as passed read respectively as follows (the Italic heading in each case not being a part of the ordinance):

*Dept. of Environmental Control.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from Arthur Rubloff and Company, Agents for the south one-half of the seventh floor consisting of approximately 5,400 square feet gross area in building located at and commonly known as 325 N. Wells Street, for the Engineering Services Division of the Department of Environmental Control, such lease to be approved by the Commissioner of the Department of Environmental Control and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on page 8097 of this Journal]

1. The Lessee agrees not to introduce any hazards in the conduct of its business which are objectionable to the Illinois Inspection and Rating Bureau or its successor or to the group of mutual insurance companies carrying fire insurance on the property in which the demised premises are situated and to comply with such requirements of the insurance authorities controlling the rates of said building and contents as will tend to reduce such rates of insurance for both the Lessor and the tenants in the building.

2. Lessor shall charge Lessee for electricity consumed by Lessee on the premises at rates not to exceed the rates charged by the Commonwealth Edison Company or its successor.

3. Lessor shall furnish air conditioning to provide a temperature and humidity condition required, in Lessor's judgment, for comfortable occupancy of the leased premises under normal business operations, daily from 8:00 a.m. to 6:00 p.m. (Saturdays to 1:00 p.m.), Sundays and holidays excepted, except for interruptions due to repairs, alterations, strikes, lockouts, accidents, the inability of Lessor to obtain fuel or supplies, or any other cause beyond the reasonable control of Lessor.

4. It is further understood and agreed that the Lessor shall furnish the lamps for the fluorescent light fixtures; at Lessee's expense.

[Signature forms omitted]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

*Dept. of Human Resources*
*(1123 N. Ashland Av.)*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from Charles C. Breyer for approximately 1,000 square feet, at No. 1123 N. Ashland Avenue, second floor, for office of Westtown Unit, Community Services, Division of Human Resources, such lease to be approved by the Commissioner of the Department of Human Resources, and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on page 8098 of this Journal]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

*Dept. of Human Resources*
*(133 E. 47th St.)*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from Draper and Kramer, as Agents for Chicago Title and Trust Co., as Trustee, under Trust No. 32308, for office space for twelve (12) offices or rooms consisting of approximately 1,900 square feet on the second floor of a two-story commercial building, such lease to be approved by the Commissioner of the Department of Human Resources, and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on page 8099 of this Journal]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

*Model Cities Community Program*
*(2815 W. Harrison St.)*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from Westside Variety Store, Inc. for approximately 2,890 square feet on second floor at No. 2815 W. Harrison Street, Chicago, Illinois, as office space for West Area Model Cities Program, such lease to be approved by the Director of Model Cities, and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on page 8100 of this Journal]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

*Model Cities Community Program*
*(871 E. 63rd St.)*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from Drexel 63rd Corporation, for approximately 4,500 square feet in first floor as office space at No. 871 E. 63rd Street, for (3rd Police District) Model Cities Community Service Aides offices, such lease to be approved by the Superintendent of the

(Continued on page 8101)

**This Agreement,** Made this .............................. day of ..............................

A. D. 1970, between Arthur Rubloff and Company, Agents

.............................................................................., as Lessor
and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

**Witnesseth:** That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit:

The south one-half of the seventh floor consisting of approximately 5,400 square feet gross area in building located at and commonly known as 325 N. Wells Street, for the Engineering Services Division of the Department of Environmental Control.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of March A. D. 19 70, and ending on the 28th day of February A. D. 1971. Lessee has the right to terminate this lease upon thirty (30) days prior written notice ~~and the right to terminate this lease for~~

~~by giving to the Lessor in either case days' written notice of its election so to do~~

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at 69 West Washington Street - 60602 or at such other place as the Lessor from time to time in writing may appoint.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of One Thousand Six Hundred Eight-Seven and 50/100------($1,687.50) Dollars per month, payable in advance on the first day of each calendar month at the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at its own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

It is agreed however, that Lessee shall repair all damages caused by Lessee.

It is mutually agreed and understood by and between parties hereto that the remuneration mentioned in this lease is payable solely from funds when made available by the Federal Government.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all ~~or any part~~ of which the Lessee ~~at its election may at its expense~~ shall/ remove prior to the termination of this lease. subject to Lessor's reasonable approval.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding. Additional provisions are incorporated on reverse side.

**In Witness Whereof,** this lease is signed by or on behalf of the parties hereto the day and year first above written.

**This Agreement,** Made this.................... day of....................

A. D. 1970, between Charles C. Breyer (owner)

...................., as Lessor

and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

**Witnesseth:** That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: Second floor of building at 1123 N. Ashland Avenue, approximately 1,000 square feet, for office of Westtown Unit, Community Services, Division of Human Resources.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of April A. D. 1970, and ending on the 31st day of March A. D. 1972. Lessee has the right to terminate this lease on 30 day prior notice ~~and the right to renew this lease for a further period of~~ ~~on the same terms and conditions, by giving to the Lessor days written notice of its election so to do.~~

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at 1123 N. Ashland Avenue, Chicago, Illinois 60622 or at such other place as the Lessor from time to time in writing may appoint.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of One Hundred and n0/100 ---------------------------------------------------- ($ 100.00) Dollars per month, payable in advance on the first day of each calendar month at the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at his own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

Lessor agrees to furnish heat and hot water at his expense, and will clean when necessary.

Lessee pays own electricity as metered.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

**In Witness Whereof,** this lease is signed by or on behalf of the parties hereto the day and year first above written.

**[Signature forms omitted]**

**This Agreement,** Made this.................. day of..................

A. D. 1970, between Draper & Kramer, as Agents for Chicago Title and Trust Co., as Trustee under Trust # 32308., as Lessor, and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: Office space for twelve (12) offices or rooms consisting of approximately 1,900 square feet on the second floor of a two story commercial building for the Department of Human Resources at 133 East 47th Street.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of February A. D. 19 70/ or date of occupation and ending on the 31st day of December A. D. 1972. Lessee has the right to terminate this lease upon thirty (30) days prior written notice.

~~and the right to renew this lease for a further period of~~

~~on the same terms and notice by giving to the Lessor in either case days' written notice of its election so to do~~

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at 2235 E. 71st Street, Chicago, Illinois or at such other place as the Lessor from time to time in writing may appoint.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of Three Hundred Sixteen and no/100------------------- ($316.00) Dollars per month, payable in advance on the first day of each calendar month at the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at their own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

Lessor will at its own expense retile floors, furnish light fixtures, remove unneeded wall-hung wash bowls, plastering where needed, furnish heat, paint walls, ceilings, and decorate; in addition Lessor will box-in the soil stack in office #1 and open passageway. Lessee will pay for its own individually metered water and electricity. Lessee will also provide for its own janitorial service.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written.

[Signature forms omitted]

**This Agreement**, Made this ........ day of ........

A. D. 1970, between Westside Variety Store, Inc.,

........, as Lessor and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

**Witnesseth:** That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: Approximately 2,890 square feet on second floor at 2815 West Harrison Street, Chicago, Illinois as office space for West Area Model Cities Program

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of March A. D. 1970/or date of occupation and ending on the 28th day of February A. D. 1972. Lessee has the right to terminate this lease 30 day prior notice ~~has right to renew this lease for a further period of~~

~~[illegible] days written notice of its election so to do.~~

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at 2801 West Harrison Street, Chicago, Illinois 60612 or at such other place as the Lessor from time to time in writing may appoint.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of Six Hundred Sixty Five and 00/100-------------------------------------($665.00) Dollars per month, payable in advance on the first day of each calendar month ~~at~~ by the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessor's own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

Lessor shall furnish heat, air-conditioners, hot water, and janitor services and maintain exterior of premises.

Lessee pays electricity (separate meter furnished by Lessor)

It is mutually agreed and understood by and between the parties hereto that the remuneration mentioned in this lease is payable solely from funds when made available by the Federal Government.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

**In Witness Whereof**, this lease is signed by or on behalf of the parties hereto the day and year first above written.

[Signature forms omitted]

(Continued from page 8096)

Department of Police, and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on page 8102 of this Journal]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

*Committee On Urban Opportunity.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from Reverend Domenic Carmon (Pastor of St. Elizabeth Parish) for approximately 5,473 square feet (4,713 square feet exclusive for Lessee and approximately 760 square feet used jointly Lessor and Lessee) at Old St. Elizabeth High School Center, by Chicago Committee on Urban Opportunity (Neighborhood Improvement and Beautification Program (4046 S. Michigan Avenue), such lease to be approved by the Executive Director of the Chicago Committee On Urban Opportunity, and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on page 8103 of this Journal]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

*Dept. of Water and Sewers*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from the Baltimore and Ohio Chicago Terminal Railroad Company to use certain land and track for the purpose of driveway, parking automobiles of employees and storing railroad cars, such lease to be approved by the Commissioner of the Department of Water and Sewers, and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on page 8104 of this Journal]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

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### Execution of Lease Authorized with Grand Trunk Western RR. Co. for Use of Vacant Land by Chicago Park District.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago a renewal of lease from Grand Trunk Western Railroad Company, a Michigan Corporation, for approximately 145,500 square feet of vacant land at W. 57th Street and S. St. Louis Avenue, described as follows:

A triangular shaped parcel situated in the City of Chicago, Cook County, and State of Illinois, more particularly described as follows: Beginning at a point on the west line of St. Louis Av. and its intersection with the north line of W. 57th St., in said city, thence northerly along the west line of St. Louis Av. a distance of six hundred (600) feet, thence South westerly a distance of seven hundred sixty nine (769) feet to a point on the north line of W. 57th. Street, thence easterly along said northerly street line a distance of four hundred eighty five (485) feet, more or less, to the point of beginning.

Such lease to be approved by the Director of Real Estate, and to be approved as to form and legality by the Corporation Counsel in substantially the following form (above lease originally passed by the City Council on June 19, 1968, C. J. pages 3020 to 3024 and containing similar provisions).

SECTION 2. This ordinance shall be in force and effect from and after its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Lupo, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—36.

*Nays*—None.

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### Execution of Lease Agreement Authorized with Illinois Bell Telephone Co. for Relay Tower, Etc., at Navy Pier.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, to authorize a lease agreement with Illinois Bell Telephone Company for a relay tower etc., at Navy Pier.

On motion of Alderman Keane the said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Lupo, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—36.

*Nays*—None.

**The following is said ordinance as passed:**

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Port Director and the City Comptroller, subject to approval as to form and legality of the Corporation Counsel are authorized to execute in behalf of the City of Chicago an agreement with Illinois Bell Telephone Company, said agreement to be in the following form:

This Agreement made this .................. day of .................A.D. 1969,, between the City of Chicago, a municipal corporation of the State of Illinois, hereinafter called "Landlord" and Illinois Bell Telephone Company, a corporation organized and existing by virtue of the laws of the State of Illinois, hereinafter called "Tenant".

WITNESSETH:

That Landlord, for and in consideration of the terms and conditions, hereinafter contained and

(Continued on page 8105)

**This Agreement,** Made this........ day of........

A. D. 19 70, between Drexel 63rd Corporation

........, as Lessor and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

**Witnesseth:** That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: approximately 4,500 square feet in first floor as office space at 871 E. 63rd Street, for (3rd Police District) Model Cities Community Service Aides offices.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of April A. D. 19 70/ or date of occupation and ending on the 31st day of March A. D. 19 72. Lessee has the right to terminate this lease on 30 day prior notice ~~and the right to renew this lease for a further period of~~

~~at the same rental, by giving to the Lessor, in writing days written notice of its election~~

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at Erwin May, 3160 N. Lincoln Ave., Chicago, 60657 or at such other place as the Lessor from time to time in writing may appoint.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of One Thousand and no/100--------------------------------------------($1,000.00) Dollars per month, payable in advance on the first day of each calendar month ~~at~~ by the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessor's own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

Lessor to furnish air-conditioning and heat, hot water, engineer to operate and maintain heating plant, remove partitions as needed.

Lessee to furnish plate glass insurance, electricity (separate meter). Janitor to maintain air conditioners. It is mutually agreed and understood by and between the parties hereto that the remuneration mentioned in this lease is payable solely from funds when made available by the Federal Government, from Model Cities Funds.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written.

[Signature forms omitted]

**This Agreement,** Made this ................ day of ................

A. D. 1970, between Reverend Domenic Carmon (Pastor of St. Elizabeth Parish)

................, as Lessor ,
and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

**Witnesseth:** That the Lessor do hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: approximately 5,473 square feet (4,713 square feet exclusive for Lessee and approximately 760 square feet used jointly Lessor and Lessee) at Old St. Elizabeth High School Center, by Chicago Committee on Urban Opportunity (Neighborhood Improvement and Beautification Program. (4046 S. Michigan Avenue)

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of February A. D. 1970/ or date of occupation, and ending on the 31st day of January A. D. 1972. Lessee has the right to terminate this lease on 30 day prior notice ~~and the right to renew this lease for a further period of~~

~~years at the same rental and upon the same terms by giving to the Lessor days written notice of its election so to do.~~

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at 4046 S. Michigan Avenue, Chicago, Illinois 60653 or at such other place as the Lessor from time to time in writing may appoint.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of Three Hundred and no/100------------------------------------------------ ($300.00) Dollars per month, payable in advance on the first day of each calendar month at the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at his own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

Lessor will furnish heat, electricity, hot water and wash room facilities, locker rooms and office area space, also furnish joint use of Women's Washroom, Locker Room in the 760 square feet space.

Lessee may install partitions as needed and janitor for space used.

It is mutually agreed and understood by and between the parties hereto that the remuneration mentioned in this lease is payable solely from funds when made available by the Federal Government.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor , and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor , excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

**In Witness Whereof,** this lease is signed by or on behalf of the parties hereto the day and year first above written.

[Signature forms omitted]

*This License and Agreement,* made as of the 1st day of January 1969, between

THE BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD COMPANY hereinafter called Railroad as First Party, and CITY OF CHICAGO, ILLINOIS, located at Chicago, Illinois hereinafter called Second Party,

***Witnesseth:***

I. That RAILROAD does hereby license Second Party, subject to the terms and conditions appended hereto, to use certain land and track held by Railroad at Chicago, Illinois and hereinafter called "the premises" and to use the same solely for the purpose of driveway, parking automobiles of Second Party's employees and storing railroad cars. The premises, as indicated on print attached hereto and hereby made a part hereof, are described as follows:

Being three (3) parcels of land on east side of Western Avenue, as indicated in red, green and yellow on said print, V. S. 137.1(SL-3g), together with Railroad's track on the latter parcel.

II. That SECOND PARTY, as consideration for the grant of this license, agrees to keep and perform the terms and conditions hereinabove referred to, and to reimburse Railroad for all taxes/ applicable to the parcel colored green, and assessments and charges for water, sewer rent, heating and electric current levied against the premises, within thirty (30) days after presentation of bills therefor, and also to pay to Railroad the sum of ONE THOUSAND TWO HUNDRED ---------------------------------------- DOLLARS ($ 1,200.00) per annum payable annually in advance from the date hereof.

Unless sooner terminated as provided herein, this agreement shall expire on December 31, 1971.

[Signature forms omitted]

(Continued from page 8101)

made on the part of Tenant, does hereby grant to Tenant for use only by Tenant, the privileges hereinafter described on premises at Navy Pier, Foot of Grand Avenue, Chicago, Illinois 60611, hereinafter called "Pier". A plat of said pier occupied is attached hereto and made a part thereof and is shown as Exhibit "A".

[Exhibit "A" attached to this ordinance printed on page 8109]

### ARTICLE I

This agreement shall be subject and subordinate to:

(a) Any existing or future Federal or State Statute or any existing or future lease or agreement between Landlord and the United States or the State of Illinois, or political subdivisions thereof, relative to the development, construction, operation or maintenance of the Pier, the execution of which has been or may be required as a condition precedent to the expenditure of Federal, State or other public funds for the development, construction, operation or maintenance of said Pier.

(b) The right of Landlord to further develop, improve, maintain, modify and repair Pier, the facilities therein and the roadways and approaches thereto, as it so sees fit, regardless of the desires or views of the Tenant and without interference or hindrance by the Tenant.

### ARTICLE II

The Tenant shall not, without prior approval of the Port Director, the City Comptroller and the City Council, assign or transfer this agreement nor any share, part or interest therein, nor sublet any part thereof, nor any of the rights or privileges granted hereby, nor enter into any contract requiring or permitting the doing of anything hereunder by an independent contractor unless otherwise expressly provided herein. Tenant further agrees that it shall not enter into any agreement of any nature, formal or informal, concerning other business activities at Pier, with any individual, partnership or corporation without prior approval of the Port Director, the City Comptroller and the City Council, it being understood that the only activity that Tenant may conduct directly or indirectly, alone or through others, on, upon or from said Pier and facilities located thereon, be they demised to others or under the control of Landlord, is as authorized under the terms of this agreement.

In the event of the issuance of this right or privilege to more than one individual or other legal entity (or to any combination thereof), then and in that event, each and every obligation or undertaking hereinstated to be fulfilled or performed by the Tenant shall be the joint and several obligation of each such individual or other legal entity.

If Tenant is a corporation and if the control thereof changes at any time during the term hereof, then the Port Director, the City Comptroller or the City Council may, at its option, declare such change a breach of this agreement.

It is mutually understood and agreed that nothing contained in this agreement is intended, or shall be construed, as in any wise creating or establishing the relationship of copartners or joint venturers between the parties hereto or as constituting the Tenant as the agent or representative of the Landlord for any purpose or in any manner whatsoever.

### ARTICLE III

Tenant has examined the premises prior to, and as a condition precedent to, the execution hereof and is satisfied with the physical condition of said premises, and its taking possession thereof will be conclusive evidence of its receipt of said premises in a safe, sanitary and slightly condition and in good repair.

### ARTICLE IV

Tenant shall not attach, affix, or permit to be attached or affixed, upon the premises, or if so attached or affixed, relocate, replace, alter or modify, without the consent in writing in each instance of the Port Director (hereinafter called "Director") first had and obtained, any flags, placards, signs, poles, wires, aerials, antennae, improvements or fixtures. In connection therewith Director may require submission of proposed designs, floor plans, construction plans, specifications and contract documents therefor and if then approved may incorporate all or part thereof within this agreement as attachments thereto.

### ARTICLE V

Tenant, at the expense of Tenant, shall keep the premises in a safe, sanitary and sightly condition and good repair and shall restore and yield the same back to Landlord upon the termination of this agreement in such condition and repair, ordinary wear and tear excepted, and if said premises shall not be so kept by Tenant, Landlord may enter the premises (without such entering causing or constituting a termination of the privilege or an interference with the possession of said premises by Tenant) and do all things necessary to restore said premises to the condition herein required, charging the cost and expense thereof to Tenant and Tenant agrees to pay Landlord, in addition to the rent and charges hereby reserved, all such costs and expenses.

### ARTICLE VI

Tenant covenants and agrees to keep said premises and improvements situated thereat free and clear of any and all liens in any way arising out of the use thereof by Tenant.

In addition to the rent and charges hereinafter outlined, Tenant shall pay all fees, charges, license fees and taxes of whatever nature, if necessary, as required by law or ordinance of the City of Chicago.

Tenant shall assume all risks incident to or in connection with the business to be conducted hereunder and shall be solely responsible for all accidents or injuries of whatever nature or kind to persons or property caused by its operations at said Pier and shall indemnify, defend and save harmless the Landlord, its authorized agents and representatives, from any penalties for violation of any law, ordinances or regulation affecting its operations, and from any and all claims, suits, losses, damages or injuries to persons or property of whatsoever kind or nature arising directly or indirectly out of the operation of such business, or resulting from the carelessness, negligence or improper conduct of the Landlord, Tenant, or any of their agents or employees.

Landlord shall not be liable to Tenant for damage to property of Tenant or any loss of revenues to Tenant resulting from Landlord's acts, omission or neglect in the maintenance and operation of the Pier facilities.

### ARTICLE VII

Tenant, at the expense of Tenant, shall keep in force, during the term of this agreement, insurance issued by responsible insurance companies, in forms, kinds and amounts as determined and directed by the Comptroller of the City of Chicago (hereinafter called "Comptroller") for the protection of Landlord and/or Tenant. Insurance requirements hereunder shall be subject to the sole determination of the Comptroller.

Said insurance may include, but need not be limited to, insurance coverages commonly known as, or similar in kind to, Public Liability, Products, Liability, Property Damage, Fire and Extended Coverage, Workmen's Compensation, Scaffolding Act, and such other insurance coverage as deemed required in the sole determination of the Comptroller. All policies or endorsements thereto shall in all cases where possible name Landlord as co-insured thereunder.

Upon approval by said Comptroller of all insurance required, in the forms, kinds and amounts directed to be procured, Tenant shall deliver all policy originals or duplicate originals and endorsements thereto to the Comptroller for incorporation within this agreement as attachment thereto. In any event, Tenant is not to commence to exercise any of the rights and privileges granted under this agreement until such time as all insurance directed and required to be furnished by Tenant is in full force and effect.

Tenant expressly understands and agrees that any insurance protection furnished by Tenant hereunder shall in no way limit its responsibility to indemnify and save harmless Landlord under the provisions of Article VI of this agreement.

### ARTICLE VIII

In the event the premises or the building of which the premises are a part shall be damaged or destroyed by fire or other casualty, the same may be promptly repaired or rebuilt by Landlord at its expense as soon as funds are available but Landlord shall not be obligated to repair, rebuild, restore or replace any fixtures, equipment, displays or other property installed by Tenant or others pursuant to this agreement.

Provided, however, that Landlord may elect, at its sole option, not to repair or reconstruct the premises or the building, of which the premises are a part, and upon written notice of such election from Landlord to Tenant the obligation of Tenant to pay rent shall cease and this agreement shall thereupon terminate.

### ARTICLE IX

Landlord hereby grants to Tenant the right of access and ingress to and egress from the premises by Tenant and its employees, contractors, suppliers, servicemen, sublessees, if authorized, guests, patrons and invitees; provided, that such rights of access, ingress and egress, are at all times exercised in conformance with the further provisions of this agreement and any and all regulations promulgated by Landlord or the Director, or other lawful authority, for the care, operation, maintenance and protection of the Pier and the public.

Operations to be conducted by the Tenant under this agreement shall be done at the sole expense of the Tenant and shall be subject to general inspection by the Landlord to insure a continuing quality of services commensurate with the standards provided for in this agreement and to such other provisions of related agreements as may be pertinent as entered into between Landlord and others governing the use of and operations at the Pier.

Tenant does further covenant, promise and agree that said Tenant will not employ any person or persons in or about the premises or on the Pier who shall be objectionable to the Director and if such persons shall be employed by Tenant, he, she, or they, shall be removed upon request of said Director.

Tenant agrees to use its best efforts in every proper manner to maintain and develop the business conducted by it under this agreement and increase same and not to divert or cause, or allow, to be diverted, any business from Pier.

### ARTICLE X

This agreement shall not and will not, nor shall any copy thereof, or any statement, paper or affidavit, in any way or manner referring hereto, be filed in the office of the Recorder of Deeds of Cook County, Illinois, or in any other public office, by Tenant or anyone acting for Tenant and that if the same be so filed, this agreement and each and every provision hereof shall, at the option of Landlord, be and become absolutely null and void and Landlord may declare such filing a breach of this agreement.

### ARTICLE XI

If Tenant shall vacate or abandon the premises, or any part thereof, or permit the same to remain vacant or unoccupied, or in case of nonpayment of the rent and charges reserved hereby, or any part thereof, or of the breach of any covenant in this agreement contained, Tenant's right to the possession of the premises thereupon shall terminate, with or without any notice or demand whatsoever, and the mere retention of possession thereafter by Tenant, shall constitute a forcible detainer of said premises, and if the Landlord so elects, but not otherwise, this agreement shall thereupon terminate and upon the termination of Tenant's right of possession, as aforesaid, whether this agreement be terminated or not, Tenant agrees to surrender possession of the premises immediately, without the receipt of any demand for rent, notice to quit or demand for possession of the premises whatsoever, and Tenant hereby grants to Landlord full and free license to enter into and upon said premises, or any part thereof, to take possession thereof without process of law and to expel and remove Tenant, or any other person who may be occupying the premises, or any part thereof and Landlord may use such force in and about expelling and removing Tenant and said other person as may reasonably be necessary and Landlord may repossess itself of the said premises as of its former estate, but said entry of said premises shall not constitute a trespass or forcible entry or detainer, nor shall it cause forfeiture of charges due by virtue hereof, nor a waiver of any covenant, agreement or promises in said agreement contained, to be performed by Tenant.

Tenant hereby waives all notice of any election made by Landlord under this agreement, demand for rent, notice to quit, demand for possession, and any and all notices and demands whatsoever, of any and every nature, which may or shall be required by any statute of this State relating to forcible entry and detainer, or to Landlord and Tenant, or any other statute, or by the common law during the terms of this agreement. The acceptance of rent, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by Tenant, or the giving or making of any notice or demand, whether according to any statutory provisions or not, or any act or series of acts, except an express written waiver, shall not be construed as a waiver of Landlord's right to act without notice or demand or of any other right hereby given Landlord, or as an election not to proceed under the provisions of this agreement.

If default be made in the payment of the rent, or other charges herein reserved, or of any installment thereof, as herein provided, Tenant does hereby irrevocably constitute any attorney of any Court of Record in this State, attorney for it and in its name, from time to time, to waive the issuance of process and service thereof, to waive trial by jury, to confess judgment in favor of Landlord and against Tenant for the amount of rent which may be then due, by virtue of the terms hereof, or of any extensions or renewals hereof, or by virtue of any holdover after the termination hereof, and which may be in default, as aforesaid, together with the costs of such proceedings and for said purposes to file in said cause his cognovit thereof, and to make an agreement in said cognovit, or elsewhere, waiving and releasing all errors which may intervene in any such proceeding and waiving and releasing all right of appeal and right to writ of error, and consenting to an immediate execution upon such judgment, and Tenant hereby confirms all that said attorney may lawfully do by virtue hereof. Landlord shall have a first lien on Tenant's interest hereunder, and on Tenant's property now or hereafter located in said premises, or elsewhere, to secure the payment of all moneys due hereunder, which lien may be foreclosed in equity and in case of any such foreclosure proceeding, a receiver shall be appointed to take possession of said premises and property and relet the premises under order of court.

The obligation of Tenant to pay the rent reserved hereby during the balance of the term hereof, or during any extension thereof, shall not be deemed to be waived, released or terminated, nor shall the right and power to confess judgment given in the preceding paragraph hereof be deemed to be waived or terminated by the service of any five-day notice, other notice to collect, demand for possession, or notice that the tenancy hereby created will be terminated on the date therein named, the institution of any action of forcible detainer or ejectment, or any judgment for possession that may be rendered in such action, or any other act or acts resulting in the termination of Tenant's right to possession of the premises. The Landlord may collect and receive any rent due from Tenant and payment or receipts thereof shall not waive or affect any such notice, demand, suit or judgment, or in any manner whatsoever waive, affect, change, modify or alter any rights or remedies which Landlord may have by virtue hereof.

Tenant shall pay and discharge all costs, expenses and attorney's fees which shall be incurred and expended by Landlord in enforcing the covenants and agreements of this agreement, whether by the institution of litigation or in the taking advice of counsel, or otherwise.

The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

### ARTICLE XII

Tenant shall observe and comply with all laws, ordinance, rules and regulations of the United States Government, State of Illinois, County of Cook, City of Chicago and all agencies thereof which may be applicable to its operations or to the operation, management, maintenance of administration of the Pier, now in effect or hereafter promulgated.

### ARTICLE XIII

Tenant, upon performing the covenants, conditions and agreements herein contained, shall and may peacefully have, hold and enjoy the premises and privileges hereinafter granted.

### ARTICLE XIV

Landlord may furnish security service, heat, sanitary facilities and utilities as designated at outlets and at points as shown on attachment hereto. Tenant shall pay any and all charges and costs therefor whether or not metered or billed directly from Landlord upon estimates of such costs made solely by Landlord.

### ARTICLE XV

To insure faithful performance of the covenants, conditions and agreements herein contained, Tenant, at the expense of Tenant shall, before exercising any rights or privileges accorded hereunder, furnish a bond in form, kind and amount as determined and directed solely by the Comptroller for incorporation within this agreement as attachment thereto.

### ARTICLE XVI

Tenant agrees that in performing under this agreement it shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, age, or national origin, nor otherwise commit an unfair employment practice. Tenant further agrees that this article will be incorporated by Tenant in all contracts entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this agreement. Attention is called to Executive Order 11246 issued September 24, 1965, 3 CER p. 567, 1966: The Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241 et sub.: to the State Acts approved July 28, 1961, Ill. Rev. Stat. 1967, CH. 38, Secs. 13-1 to 13-4 inclusive; July 8, 1933, Ill. Rev. Stat. 1967, CH. 29, Secs. 17 to 24 inclusive; July 21, 1961, Ill. Rev. Stat. 1967, CH. 48, Secs. 851 to 866 inclusive, and July 26, 1967, Ill. Rev. Stat. 1967, CH. 48, Secs. 881 to 887 inclusive, and an ordinance passed by the City Council of the City of Chicago, August 21, 1945, page 3877 of the Journal of the Proceedings.

To demonstrate compliance the Tenant and his contractors and subcontractors will furnish such reports and information as requested by the Chicago Commission on Human Relations.

### ARTICLE XVII

If Tenant should perform on the premises any work to which the provisions of Federal Law 29CFR, Parts 4 and 5, as amended, or of 1967 Ill. Revised Statutes, Ch. 48, Secs. 39s-1 to 39s-12 inclusive, are applicable, the Tenant shall comply with such applicable law.

### ARTICLE XVIII

This agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Illinois.

### ARTICLE XIX

1. *Premises*

A. Landlord leases to Tenant a room, approximately 6 feet by 8 feet located on the Fourth level of the North Tower at the East end of the Pier.

B. Landlord leases to Tenant an irregularly shaped space on the Second floor at the West end of the Pier appearing in red on the attached Exhibit "A".

C. Landlord grants to Tenant the privilege to install public pay telephones at the Pier at various locations as mutually agreed upon by Director and Tenant.

2. *Purpose*

Tenant shall use the demised premises for a relay tower and for the storage of equipment and supplies and for any other purposes necessary for the conduct of a telephone and coastal harbor radio business and for no other purpose.

3. *Term*

The term of this Agreement shall begin on the .............. day of .................., 1969, the date of approval of the authorizing ordinance by the City Council, and terminate two years thereafter subject to cancellation by either party on Ninety (90) Days notice in writing.

4. *Operations*

A. Tenant shall install, relocate and remove public pay telephones at the Pier at its own cost and expense upon the written request of the Director.

B. Tenant may install, maintain and remove, at its own cost and expense, such antennae and related equipment as it may require from time to time in furtherance of its operations at the Pier.

5. *Rental*

A. Tenant shall pay Landlord an annual rental in advance for the demised premises the sum of Two Hundred Twenty-five and no/100 Dollars ($225.00).

B. In addition, Tenant shall pay to Landlord a percentage of the Gross Monthly Revenue obtained from the public pay telephones whether obtained in cash, reversed charges or use of credit cards as follows:

1. Seventeen and one-half Percent (17½%) on local calls, subject to Illinois Commerce Commission rulings, and
2. Twenty-one Percent (21%) on toll calls.

C. Tenant shall furnish to the City Comptroller, with a copy to the Director, on or before the 20th day following the last day of each calendar month during the term of this Agreement, a statement, certified in such manner as said Comptroller may prescribe, of the Gross Monthly Revenue during the preceding month, or portion thereof, accompanied by payment for the agreed upon percentages.

Notwithstanding the foregoing, if any rental and/or percentage rental commences otherwise than as of the first day of any month or terminates prior to the last day of any month, rental and/or percentage rental for such month shall be determined on a pro-rata basis according to the number of days of such month involved.

D. All payments as hereinabove provided shall be made at the offices of the City Comptroller, Room 501 City Hall, Chicago, Illinois 60602.

6. *Records*

Tenant shall:

A. Maintain, in accordance with accepted accounting practices, during the term of this Agreement and for one year after the termination and expiration thereof, and for a further period extending until the City Comptroller shall give written consent to the disposal thereof, records and books of account recording all transactions at, through, or in any way connected with the operation of its concession at the Pier. Upon request from the City Comptroller, such books of account and records shall be made available to the City Comptroller at a convenient location within the City of Chicago, Illinois.

B. Permit in ordinary business hours during the term of this Agreement, and for any period thereafter during which such records shall be maintained in accordance with subparagraph 6A hereof, the examination and audit by the officers, employees, and representatives of Landlord of such records and books of account.

ARTICLE XX

Notices to the Landlord provided for herein may be sent by registered mail, postage prepaid, addressed to the Port Director of the City of Chicago, Navy Pier, Chicago, Illinois, 60611, and notices to Tenant provided for herein may be sent by registered mail, postage prepaid, addressed to Tenant at Illinois Bell Telephone Co., 225 W. Randolph Street, Chicago, Illinois 60606.

Execution of this Agreement authorized by ordinance of the City Council of the City of Chicago passed .................. (C.J.P..............).

In Witness Whereof, the parties hereto have caused this instrument to be signed in triplicate under their respective seals on the day and year first above written.

[Signature forms omitted]

SECTION 2. This ordinance shall be in force and effect from and after the date of its passage.

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### Authority Granted for Execution of Lease Agreement with Illinois Men's and Boy's Apparel Club, Inc. for Trade Show at Navy Pier.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, to authorize the execution of a lease agreement with Illinois Men's and Boy's Apparel Club, Inc. for Trade Show at Navy Pier.

On motion of Alderman Keane the said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Lupo, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—36.

*Nays*—None.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

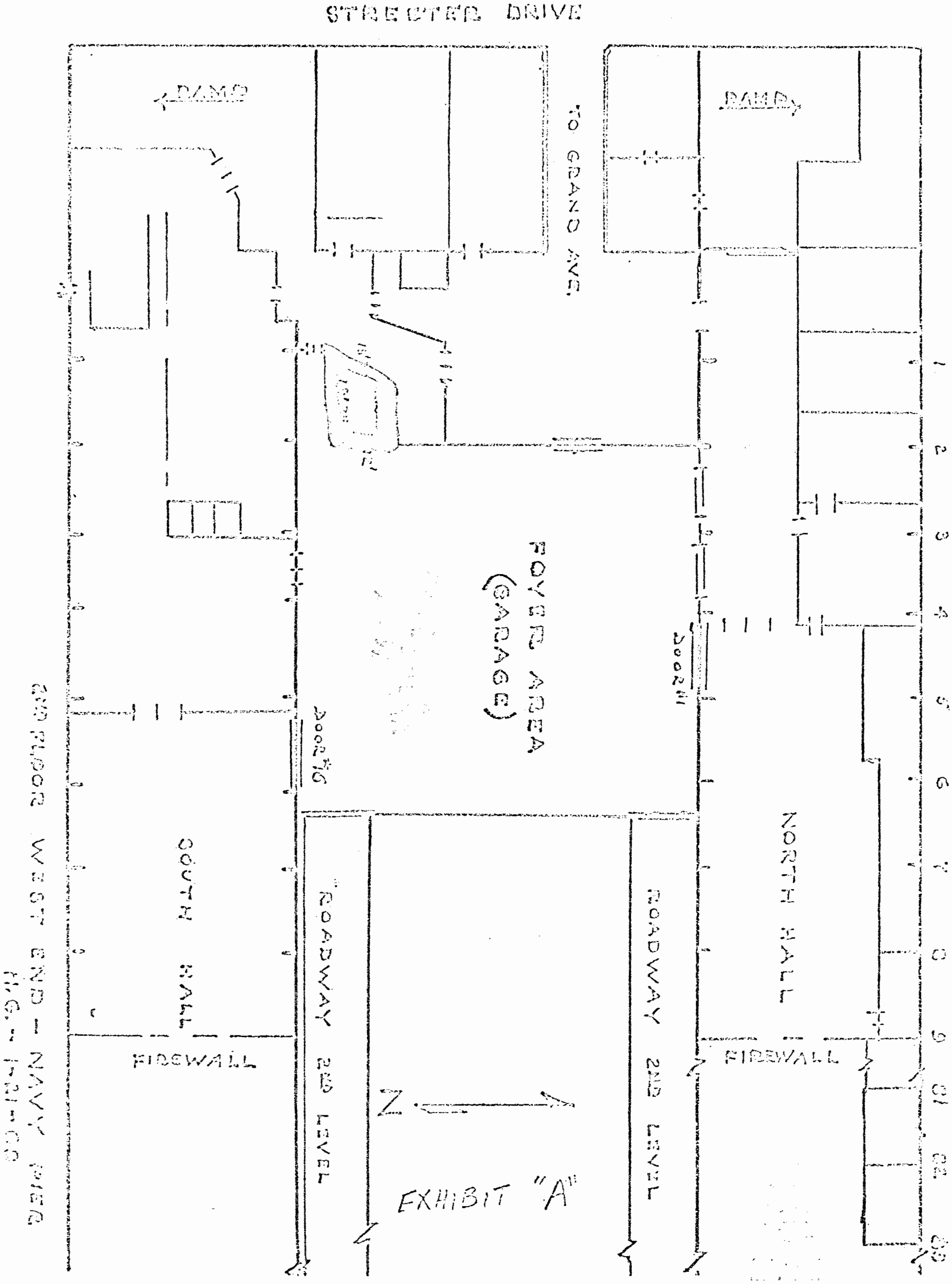
SECTION 1. That the Port Director and the City Comptroller, subject to approval as to form and legality of the Corporation Counsel are authorized to execute in behalf of the City of Chicago an agreement with Illinois Men's and Boy's Apparel Club, Inc., 36 South State Street, Chicago, Illinois 60603, said agreement to be in the following form:

This Agreement made this 20th day of January, A.D., 1970, between the City of Chicago, a municipal corporation of the State of Illinois, hereinafter called "Landlord" and Illinois Men's and Boy's Apparel Club, Inc., a corporation organized and existing by virtue of the laws of the State of Illinois, hereinafter called "Tenant".

WITNESSETH:

That Landlord, for and in consideration of the terms and conditions, both general and special, hereinafter contained and made on the part of Tenant, does hereby grant to Tenant for use only by Tenant, the privileges hereinafter described on pre-

(Continued on page 8110)


STREETER DRIVE
RAMP
RAMP
TO GRAND AVE.
FOYER AREA (GARAGE)
DOOR #11
DOOR #6
SOUTH HALL
NORTH HALL
ROADWAY 2ND LEVEL
ROADWAY 2ND LEVEL
FIREWALL
FIREWALL
N
1
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5
6
7
8
9
81
82
83
2ND FLOOR WEST END - NAVY PIER
U.G. - 1-21-69

EXHIBIT "A"

(Continued from page 8108)

mises at Navy Pier, foot of Grand Avenue, Chicago, Illinois 60611, hereinafter called "Pier", a plat of said Pier being attached hereto.

This Agreement shall consist of three parts:

Part I — General Conditions
Part II — Special Conditions numbered 1 to 5
Part III — Exhibits and Attachments lettered A

All constituting the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences, shall be implied or impressed upon such agreement that are not set forth herein at length.

[Part I—General Conditions attached to this ordinance is common to "Part I—General Conditions" printed on pages 5491-5494 of the Journal of the Proceedings of May 14, 1969]

### PART II—SPECIAL CONDITIONS

1. *Premises*

Landlord leases to Tenant the following areas of Navy Pier, Chicago, Illinois 60611, and areas known as "lean-to-areas" that may be available for storage purposes (without additional cost) that are immediately adjacent and adjoining the leased area, all as appears on the attached Exhibit:

| | |
|---|---|
| 40,000 sq. ft. | North Hall |
| None sq. ft. | South Hall |
| None sq. ft. | West Hall |
| 40,000 sq. ft. | Total Gross |

2. *Purpose*

Tenant shall use the demised premises for the purpose of Staging Trade Show Featuring Men's and Boy's Clothing, and for no other purpose whatsoever.

3. *Term*

The term of this Agreement shall begin on the 9th day of October, 1970, at 12:01 A.M. and shall terminate on the 15th day of October, 1970, at 12:00 midnight.

4. *Rental*

Tenant shall pay Landlord as rent for the demised premises at the rate of .10 per square foot for the entire period of occupancy the total sum of Four Thousand No/100 Dollars ($4,000.00) payable as follows:

A. $1,000.00 upon the execution of this Agreement by Tenant, and

B. the balance on or before the 30th day prior to the first day of the term hereof.

said rental payments to be made by certified check at the office of the Port Director, Navy Pier, Chicago, Illinois 60611.

5. *Operations*

A. Tenant shall deposit with the Director on or before the 30th day prior to the first day of the term hereof a certified check in the sum of $1,000.00 as a deposit on account of utilities and services furnished by Landlord and to be paid by Tenant.

B. No alcoholic beverages of any kind shall be sold, given away or used in the demised premises.

C. Unless consent in writing from the Director is first received, Tenant shall not operate or put up any engine, motor or machinery on the demised premises or use oils, burning fluids, camphene, kerosene, naptha or gasoline for either mechanical or other purposes, or any other agent other than electricity for illuminating the demised premises.

D. No portion of the sidewalks, entries, passageways, vestibules, halls or stairways, or access to public utilities of said building shall be obstructed by Tenant or used for any other purpose other than for ingress and egress from the demised premises. The doors, skylights, stairways or openings that reflect or admit light into any place in the buildings, including hallways, corridors and passageways, radiators and house lighting appurtenances shall not be covered or obstructed by Tenant. The water closets or other water apparatus shall not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, papers or other substances shall be thrown therein. Tenant will permit no chair or movable seat to be or remain in the passageways and will keep said passageways clear at all times.

E. If said premises or any portion of said building thereof including any and all utilities shall be damaged by the act, default or negligence of the Tenant, or of Tenant's agents, employees, patrons, guests, or any person admitted to said premises by tenant, Tenant shall pay to Landlord upon demand such sum as shall be necessary to restore said premises to their present condition. Tenant hereby assumes full responsibility for the acts and conduct of all persons admitted to said premises or any portion of said building by the consent of the Tenant or by or with the consent of any person acting for or in behalf of said Tenant, and said Tenant agrees to have on hand at all times, at its own expense, such security force as is deemed necessary by the Director to maintain order and to protect persons and property.

F. It shall be the sole responsibility and authority of the Fire Commissioner of the City of Chicago in determining the total number of persons to be admitted at any and all times to Navy Pier, or any part or section thereof, and his decision, or that of his authorized representative shall be final.

G. Landlord shall have the exclusive right to collect and have custody of articles left in the building by persons attending any performance, exhibition or entertainment given or held in the demised premises, and Tenant, or any persons in Tenant's employ, shall not collect nor interfere with the collection or custody of such articles.

H. Landlord reserves the right to eject any objectionable person or persons from said building, and upon the exercise of this right by the Director, his representatives, agents or policemen, the Tenant hereby waives any right and all claims for damages against the City of Chicago and its employees and agents.

I. Designated staff members of the City of Chicago may enter the building and all of the demised premises at any time and on any occasion.

J. Tenant shall not transmit a description of any portion of its operation by means of radio broadcasting or television without first having received written permission from the Director.

K. Landlord reserves the exclusive right to enter into contracts with concessionaires for the operation of any and all concessions in or about the building known as Navy Pier, and further reserves the right to place and locate these concessionaires wherever Landlord deems necessary, be they in the premises herein demised or elsewhere in and about the said buildings. Tenant is expressly forbidden from entering into its own concession agreements for any product or service, and herewith agrees that it shall make available to the Landlord's concessionaires whatever space is deemed necessary by the Director for purposes of ingress, egress and servicing said concessions.

L. No performance, exhibition or entertainment shall be given or held on the demised premises which shall be objected to by Landlord.

M. Tenant shall provide at its own expense all porters and matrons for toilet areas to keep same in an exceptionally clean and sanitary condition and shall also provide at its own expense all ticket sellers, ticket takers, ushers, crowd directors and any security service required on the direction of the Director.

N. Any and all matters not herein expressly provided for shall be at the discretion of the Director.

In Witness Whereof, the parties hereto have caused this instrument to be signed in triplicate under their respective seals on the day and year first above written.

[Signature forms and attachments omitted]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### Acceptance of Bid Authorized from Bethany Home and Hospital of Methodist Church for City-Owned Vacant Property at Nos. 1618-1620 W. Winnemac Av.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The City of Chicago hereby accepts the bid of Bethany Home and Hospital of the Methodist Church, No. 5025 N. Paulina Street, Chicago, Illinois to purchase for the sum of $12,650.00, the City-owned vacant property described as follows:

Lot 13 and the West 10 feet of Lot 12 in John Reiter's Subdivision of Lots 4, 5 and 6 (except the East 33 feet of said Lot 4) all in Block 3 in Andersonville, being a Subdivision of Andrew J. Brown in the Northeast Quarter of the Southeast Quarter of Section 7 with so much of the Northwest Quarter of the Southwest Quarter as lies West of Green Bay Road in Section 8, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois. Commonly known as Nos. 1618-1620 West Winnemac Avenue, Chicago, Illinois.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest Quitclaim Deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of $1,265.00 submitted by said bidder to the City Comptroller, who is authorized to deliver said Deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Lupo, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—36.

*Nays*—None.

### Acquisition of Parcel C Authorized for Fire Station Site at Nos. 3924-3928 N. Harlem Av.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

*Ordered,* That the Corporation Counsel, in accordance with his recommendation of February 4, 1970, is hereby authorized to acquire the following described property needed for a Fire Station site, to wit:

Lots 33 and 34 in Block 1 of W. F. Kaiser & Co.'s Irving Park Boulevard Subdivision being a Subdivision of the North 20 acres (except the South 47.3 feet thereof) of that part lying South of the Indian Boundary Line of Fractional East One-half of the Fractional Northeast Quarter of Section 24, Township 20, Range 12 East of the Third Principal Meridian, all in Cook County, Illinois,

in the amount of thirty four thousand dollars and no cents ($34,000.00) plus court costs, and the City Comptroller and the City Treasurer are authorized and directed to issue vouchers and pay the amount when approved by the Corporation Counsel from appropriations under Fund No. 447-6480-610.

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Lupo, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—36.

*Nays*—None.

### City Comptroller Authorized to Accept Compromise Offers in Settlement of Certain Warrants for Collection.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

*Ordered,* That the City Comptroller is authorized, in accordance with his requests dated February 20, March 10 and 17, 1970, and the attached recommendations of the Corporation Counsel to accept compromise offers in settlement of various warrants for collection as follows:

| *Year* | *Warrant No.* | *Amount* | *Compromise Offer* |
|---|---|---|---|
| 1970 | D-98002 | $ 508.09 | $ 254.04 |
| 1969 | D-98675 | 224.67 | 168.50 |
| 1968 | D-98697 | 232.07 | 174.05 |
| 1969 | D-98728 | 161.53 | 121.15 |
| 1969 | D-99039 | 189.39 | 142.00 |
| 1969 | D-99181 | 248.27 | 182.20 |
| 1969 | D-99184 | 302.80 | 205.95 |
| 1969 | D-99193 | 159.12 | 120.00 |
| 1969 | E-40 | 1,063.30 | 797.25 |
| 1969 | E-53 | 872.68 | 650.00 |

| *Year* | *Warrant No.* | *Amount* | *Compromise Offer* |
|---|---|---|---|
| 1970 | H-6 | $ 805.97 | $ 604.00 |
| 1970 | H-7 | 57.20 | 46.76 |
| 1970 | F-299 | 60.78 | 46.00 |
| 1970 | F-307 | 60.50 | 45.00 |
| 1968 | F-2393 | 90.28 | 67.71 |
| 1968 | F-2438 | 37.80 | 28.35 |
| 1968 | F-3160 | 488.23 | 366.17 |
| 1969 | F-3637 | 82.73 | 62.05 |
| 1969 | F-3700 | 97.29 | 72.97 |
| 1968 | F-4442B | 345.50 | 100.00 |
| 1969 | F-4778 | 454.24 | 340.68 |
| 1969 | F-5216 | 222.21 | 166.66 |
| 1969 | F-5230 | 55.03 | 44.03 |
| 1969 | F-5301 | 159.91 | 120.00 |
| 1969 | F-5415A | 191.40 | 143.93 |
| 1969 | N-4134 | 30.06 | 27.05 |
| 1967 | N-4623 | 18.23 | 13.67 |
| 1969 | N-4856 | 30.57 | 22.93 |
| 1966 | D-98664 | 261.59 | 186.95 |
| 1969 | D-98072 | 139.90 | 104.00 |
| 1969 | D-98914 | 266.12 | 199.59 |
| 1969 | D-99034 | 147.79 | 110.84 |
| 1969 | D-99183 | 338.59 | 225.73 |
| 1969 | H-200 | 202.24 | 151.68 |
| 1965 | F-2100 | 195.41 | 95.00 |
| 1969 | F-3122 | 110.60 | 80.00 |
| 1969 | F-3415 | 56.90 | 42.67 |
| 1965 | F-3481 | 67.84 | 50.00 |
| 1969 | F-3842 | 71.60 | 53.70 |
| 1969 | F-4771 | 183.69 | 156.15 |
| 1969 | F-5123 | 102.00 | 76.50 |
| 1969 | F-5226 | 1,600.00 | 1,080.00 |
| 1969 | G-78 | 618.93 | 460.00 |
| 1969 | E-30 | 8,470.21 | 500.00 |
| 1970 | F-834 | 130.86 | 98.15 |
| 1969 | F-1789 | 96.55 | 75.00 |
| 1965 | F-3108 | 42.47 | 30.00 |
| 1969 | F-3858 | 136.84 | 102.64 |
| 1969 | F-5364 | 61.00 | 45.75 |
| 1969 | E-19 | 308.92 | 231.69 |
| 1970 | D-98014 | 121.45 | 91.10 |
| 1970 | D-98134 | 367.06 | 200.00 |
| 1970 | D-98495 | 392.51 | 294.39 |
| 1969 | D-98508 | 396.23 | 264.14 |
| 1969 | D-98540 | 320.90 | 255.00 |
| 1969 | D-98664A | 222.23 | 146.09 |
| 1969 | D-98825 | 518.28 | 356.40 |
| 1969 | D-99056 | 366.96 | 270.72 |
| 1970 | N-4061 | 84.42 | 42.21. |

**On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:**

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Lupo, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—36.

*Nays*—None.

### City Comptroller Authorized to Cancel Certain Uncollectible Warrants for Collection.

**The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:**

> *Ordered,* That the City Comptroller is authorized in accordance with his request dated February 27, 1970, to cancel the uncollectible warrants for collection in the amount of $1,769.85, as listed in his communication.

**On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:**

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Lupo, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—36.

*Nays*—None.

### City Comptroller Authorized and Directed to Cancel Warrants for Collection Issued against Certain Charitable, Educational and Religious Institutions.

The Committee on Finance to which had been referred (February 25, 1970) sundry proposed orders for cancellations of certain warrants for collection issued against specified charitable, educational and religious institutions, submitted reports recommending that the City Council pass the following substitute proposed order:

> *Ordered,* That the City Comptroller is hereby authorized and directed to cancel specified warrants for collection issued against certain charitable, educational and religious institutions, as follows:

| *Name and Address* | *Warrant No. and Type of Inspection* | *Amount* |
|---|---|---|
| Austin Congregational Church, No. 5460 W. Ohio St. | A1-11716 (Elev.) | $ 9.00 |
| Cook County School of Nursing, No. 1900 W. Polk St. | D-40087 (Elect.) | 9.00 |
| Lutheran Welfare Service of Illinois Thrift Shop, No. 3031 N. Central Av. | D1-3148 (Elect.) | 40.00 |
| Reverend Harvey, No. 5735 S. Indiana Av. | D1-18822 (Sign) | 7.50 |
| St. Mary Byzantine Church, No. 4949 S. Seeley Av. | A1-15316 (Steel Curtain) | 11.50 |
| New Testament Church, No. 3980 S. Drexel Av. | (Sign) | 12.00. |

On motion of Alderman Keane the foregoing substitute proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Lupo, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Scholl,

McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—36.

*Nays*—None.

### Authority Granted for Issuance of Free Permits, License Fee Exemptions, Cancellation of Fees and Water Rates for Certain Charitable, Educational and Religious Institutions.

The Committee on Finance to which had been referred (January 19, and February 25, 1970) sundry proposed ordinances and a proposed order transmitted therewith to authorize issuance of free permits, license and inspection fee exemptions and cancellation of water rates for certain charitable, educational and religious institutions, submitted reports recommending that the City Council pass said proposed ordinances and proposed order.

On separate motions made by Alderman Keane *each* of the said proposed ordinances and the proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Lupo, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—36.

*Nays*—None.

Said ordinances and order as passed read respectively as follows (the Italic heading in each case not being a part of the ordinance):

#### FREE PERMITS

*American Society of Clinical Pathologists*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Buildings, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Water and Sewers and the Commissioner of Health, are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to American Society of Clinical Pathologists, for construction of an educational center, for all electrical work, and for the use of water in conjunction with such project on the premises known as No. 2100 W. Harrison Street.

Said building shall be used exclusively for medical and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

*The Catholic Bishop of Chicago (Our Lady of Grace Church)*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Buildings, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Water and Sewers and the Commissioner of Health, are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to The Catholic Bishop of Chicago (Our Lady of Grace Church), for alterations to and remodeling of existing church buildings, for all electrical work, and for the use of water in conjunction with such project on the premises known as No. 2466 N. Ridgeway Avenue.

Said building shall be used exclusively for religious and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

*The Catholic Bishop of Chicago (St. Benedict Church)*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Buildings, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Water and Sewers and the Commissioner of Health, are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to The Catholic Bishop of Chicago (St. Benedict Church), for reinforcement of foundation and skeletal structure of existing church buildings, for necessary new construction or remodeling, for all electrical work, and for the use of water in conjunction with such project on the premises known as No. 3951 N. Bell Avenue.

Said building shall be used exclusively for religious and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

*Columbus Hospital*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Buildings, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Water and Sewers and the Commissioner of Health, are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Columbus Hospital, for construction of additions to existing hospital buildings, for all electrical work, and for the use of water in conjunction with such project on the premises known as No. 2520 N. Lakeview Avenue.

Said building shall be used exclusively for medical and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

*County of Cook*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Buildings, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Water and Sewers and the Commissioner of Health, are hereby directed to issue all necessary permits free of charge, notwithstanding other ordinances to the City to the contrary, to County of Cook, for necessary electrical installation, and for rehabilitation of existing electrical system, on Floors, 3, 3½, 4, 6 and basement of County Building on the premises known as No. 118 N. Clark Street.

Said building shall be used exclusively for governmental purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

### *The Lithuanian Jesuit Fathers (Jesuit Fathers of Delostrada)*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Buildings, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Water and Sewers and the Commissioner of Health, are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to the Lithuanian Jesuit Fathers (Jesuit Fathers of Delostrada), for the construction of an addition to existing Youth Center building and for the use of water in conjunction therewith on the premises known as No. 2345 W. 56th Street.

Said building shall be used exclusively for religious and educational purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

### *Monastery of The Poor Clares*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Buildings, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Water and Sewers and the Commissioner of Health, are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Monastery of the Poor Clares, for demolition of existing monastery and chapel and for the use of water in conjunction with such project on the premises known as No. 5245 S. Laflin Street.

Said building shall be used exclusively for religious purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

### *Roseland Community Hospital*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Buildings, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Water and Sewers and the Commissioner of Health, are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to the Roseland Community Hospital, for complete remodeling of existing building on the premises known as Nos. 45-69 W. 111th Street.

Said building shall be used exclusively for medical and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

### *The School of Management Finance of Illinois Institute of Technology*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Buildings, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Water and Sewers and the Commissioner of Health, are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to the School of Management Finance of Illinois Institute of Technology, for necessary electrical installation and remodeling of electrical system in existing school buildings on the premises known as the northeast corner of E. 31st and S. State Streets.

Said building shall be used exclusively for educational and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

## LICENSE FEE EXEMPTIONS

### *Dyslexia Memorial Institute, Inc.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 118-5 of the Municipal Code of Chicago, the following dispensary that is not operated for profit but where a charge is made for the care of patients, is hereby exempted from the payment of the annual dispensary license fee for the year 1970: Dyslexia Memorial Institute, Inc., No. 1936 S. Michigan Avenue.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

### *Homes*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 136-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the St. Augustine Home for the Aged, No. 2358 N. Sheffield Avenue, is hereby exempted from payment of the annual license fee provided in Section 136-4, for the current license period 1970.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Hospitals*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago, the following hospitals that are not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1970:

Mercy Hospital, Stevenson Expressway at Dr. Martin Luther King, Jr. Drive

Provident Hospital and Training School, No. 426 E. 51st St.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

*Day Care Centers*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care centers, which are not operated for gain but where a charge is made for the care of children are hereby exempted from the payment of the license fee for the current license period, which expires April 30, 1971:

Augustana Nursery (Lutheran Welfare Services of Illinois Mrs. Watts), No. 400 W. Dickens Av.

Bethel A.M.E. Day Care Center, No. 4440 S. Michigan Av.

Ebenezer Lutheran Day Care Center (Lutheran Welfare Services of Illinois), No. 1650 W. Foster Av.

Firman House, No. 37 W. 47th St.

Garden Apartments Nursery School and Kindergarten, No. 4627 S. Wabash Av.

Maggie Drummond Memorial Day Care Center, No. 4301 S. Wabash Av.

Sauganash Community Church Youth Education Day Care Center, No. 4618 W. Peterson Av.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

*Chicago Boys Club (Robert E. Wood Branch)*

*Ordered,* That a license fee exemption be granted to the Chicago Boys Club, Robert E. Wood Branch, No. 2950 W. 25th Street for 10,000 gallon underground storage—Fuel Storage Tank.

CANCELLATION OF WATER RATES

*Franciscan House of Studies*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Water and Sewers is hereby authorized and directed to cancel existing water rates assessed against the Franciscan House of Studies, No. 6107 N. Kenmore Avenue.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

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## Authority Granted for Issuance of Certificates of Cancellation in Settlement of City's Special-Assessment Claims against Specified Parcels of Property.

The Committee on Finance submitted a report recommending that the City Council pass sundry proposed ordinances transmitted therewith, to authorize settlement of City's special-assessment claims against specified parcels of property.

On separate motions made by Alderman Keane *each* of the said proposed ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Lupo, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—36.

*Nays*—None.

Said ordinances as passed read respectively as follows (the Italic heading in each case not being a part of the ordinance):

*Compromise Settlement with Bonnie Investment Co.*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $146.20, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Bonnie Investment Co., An Illinois Corporation, to compromise the City's claim for the sum of $150.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $150.00, and upon payment of County Clerk's cancellation fees, it hereby authorized and directed to deliver to said Bonnie Investment Co., an Illinois Corporation, certificates of cancellation of special assessment liens against:

West Forty-one (41) feet of Lot Nine (9) in DeKpker's Subdivision of South Eight (8) Rods of West Eighty (W.80) Rods of Southwest quarter (SW¼) of Section 10, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

for the nonpayment of the First Installment of Special Assessment Warrant No. 54593.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

*Compromise Settlement with Chicago Title and Trust Co., Trustee.*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $1,483.00, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Chicago Title and Trust Co., Tr. No. 35046, to compromise the City's claim for the sum of $1,490.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $1,490.00, and upon payment of County Clerk's cancellation fees, it hereby authorized and directed to deliver to said Chicago Title and Trust Co., Tr. No. 35046, certificates of cancellation of special assessment liens against:

(Except the West Seventeen (17) feet of Lot Twelve (12) Sub-Lots of One (1) and Two (2) Block Eleven (11) Rockwells Addition to Chicago, Northwest quarter (NW¼) Section 18, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

for the nonpayment of the Flat Installment of Special Assessment Warrant No. 53238.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with Exchange National Bank, Trustee.*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $92.42, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from Exchange National Bank of Chicago, Trustee under Trust No. 17991, to compromise the City's claim for the sum of $115.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $115.00, and upon payment of County Clerk's cancellation fees is hereby authorized and directed to deliver to said Exchange National Bank of Chicago, Trustee under Trust No. 17991, certificates of cancellation of special assessment liens against.

> Lot Seven (7) Block Fifteen (15) Walsh and McMullen's Subdivision of South Three-fourths (S.¾) Southeast quarter (SE.¼) Section 20, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

for the nonpayment of the Fifth Installment of Special Assessment Warrant No. 51777.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with George R. Fitzmaurice (Nos. 940-942 N. LaSalle St.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $226.86, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from George R. Fitzmaurice, to compromise the City's claim for the sum of $280.00, which has been recommended by the Committee of Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $280.00, and upon payment of County Clerk's cancellation fees is hereby authorized and directed to deliver to said George R. Fitzmaurice, certificates of cancellation of special assessment liens against:

> Lots Three (3) and Four (4) in Block Twelve (12), Sub. of part N. of S. 124.7 feet, Bushnell's Addition to Chicago, Section 4, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

for the nonpayment of the Third, Fourth and Fifth Installments of Special Assessment Warrant No. 54484.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with George R. Fitzmaurice (No. 227 W. Menomonee St.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $137.80, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from George R. Fitzmaurice, to compromise the City's claim for the sum of $170.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $170.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said George R. Fitzmaurice, certificates of cancellation of special assessment liens against:

> Lots Eleven (11) and Twelve (12)—Subdivision of the North half (N½) of Lot Twelve (12) in North Addition to Chicago, Section 33, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

for the nonpayment of the Flat Installment of Warrant No. 53520.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with John A. Hennessey (No. 11365 S. Bishop St.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $155.34, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from John A. Hennessey, to compromise the City's claim for the sum of $225.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $225.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said John A. Hennessey, certificates of cancellation of special assessment liens against:

> Lot Thirty-two (32) Block Eighty-two (82) in Rogers ReSub. of Blocks Eighty (80), Eighty-one (81), Eighty-two (82), Eighty-three (83), Eighty-four (84) and Eighty-five (85), with other property in Washington Heights, in the West half (W½) of the Northwest quarter (NW¼) of Section 20, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

for the nonpayment of the Third, Fourth and Fifth Installments of Special Assessment Warrant No. 48916; the First, Second and Third Installments of Special Assessment Warrant No. 49961 and the

Flat Installment of Special Assessment Warrant No. 51189.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with John A. Hennessey (No. 38 E. 102nd Pl.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $48.96, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from John A. Hennessey, to compromise the City's claim for the sum of $70.00, which has been recommended by the Committee on Finance; therefore,

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Comptroller on delivery to him of $70.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said John A. Hennessey, certificates of cancellation of special assessment liens against:

> Lot One Hundred Thirty-seven (137) in Roseland Heights a Subdivision in the Southwest quarter (SW¼) of Section 10, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

for the nonpayment of the Third, Fourth and Fifth Installments of Special Assessment Warrant No. 38061.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with John A. Hennessey (No. 8929 S. Elizabeth St.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $573.34, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from John A. Hennessey, to compromise the City's claim for the sum of $700.00, which has been recommended by the Committee on Finance; therefore,

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Comptroller on delivery to him of $700.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said John A. Hennessey, certificates of cancellation of special assessment liens against:

> Lot Twenty-seven (27) in Block One (1) Matson Hills South Englewood Addition, South half (S½) Southeast quarter (SE¼) Southwest quarter (SW¼) Section 32, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

for the nonpayment of the Ninth and Tenth Installments of Special Assessment Warrant No. 32866; the Flat Installment of Special Assessment Warrant No. 43038; the Flat Installment of Special Assessment Warrant No. 48318; the First and Second Installments of Special Assessment Warrant No. 48561; the First, Second, Third, Fourth and Fifth Installments of Special Assessment Warrant No. 48610 and the First, Second, Third, Fourth and Fifth Installments of Special Assessment Warrant No. 39562.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with John A. Hennessey (No. 11439 S. Hermosa Av.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $23.10, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from John A. Hennessey, to compromise the City's claim for the sum of $30.00 which has been recommended by the Committee on Finance; therefore,

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Comptroller on delivery to him of $30.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said John A. Hennessey, certificates of cancellation of special assessment liens against:

> Lot Forty-five (45) Block Ninety-one (91) Washington Heights, a ReSub. of Certain Lots in Blocks Thirteen (13), Twenty (20) and Twenty-one (21) all in Blocks Fourteen (14), Twenty-four (24), Twenty-five (25), Twenty-eight (28) and Twenty-nine (29) in Sections 18 and 19; also a Sub. of the West half (W½) Northwest quarter (NW¼) Section 20, and part of the East half (E½) Southwest quarter (SW¼) E. of Prospect Avenue Section 19, Sections 18, 19 and 20 in Township 37 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois;

for the nonpayment of the Flat Installment of Special Assessment Warrant No. 52517.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with John A. Hennessey (No. 11441 S. Hermosa Av.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $23.10, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from John A. Hennessey, to compromise the City's claim for the sum of $30.00, which has been recommended by the Committee on Finance; therefore,

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the Comptroller on delivery to him of $30.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said John A. Hennessey, certificates of cancellation of special assessment liens against:

Lot Forty-four (44) Block Ninety-one (91) Washington Heights, a ReSub. of certain Lots in Blocks Thirteen (13), Twenty (20) and Twenty-one (21) all of Blocks Fourteen (14), Twenty-four (24), Twenty-five (25), Twenty-eight (28) and Twenty-nine (29) Sections 18 and 19, also a Sub. of West half (W½) Northwest quarter (NW¼) Section 20, and part of East half (E½) Southwest quarter (SW¼) Section E. of Prospect Avenue, Section 19, Sections 18, 19 and 20, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

for the nonpayment of the Flat Installment of Special Assessment Warrant No. 52517.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with John A. Hennessey (No. 10619 S. May St.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $41.55, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from John A. Hennessey, to compromise the City's claim for the sum of $45.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $45.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said John A. Hennessey, certificates of cancellation of special assessment liens against:

South twenty-five (S.25 ft.) feet North Two Hundred and Nine feet (209 ft.) Block Four (4) Baker McCowns Addition to Washington Heights, Section 17, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

for the nonpayment of the Flat Installment of Special Assessment Warrant No. 53843.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with John A. Hennessey (No. 1407 W. 110th Pl.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $116.55, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from John A. Hennessey, to compromise the City's claim for the sum of $175.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $175.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said John A. Hennessey, certificates of cancellation of special assessment liens against:

Lot Three (3) Block Fourteen (14) Weages Subdivision, Southwest quarter (SW¼) Southwest quarter (SW¼) Section 17, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County. Illinois;

for the nonpayment of the First, Second, Third, Fourth and Fifth Installments of Special Assessment Warrant No. 48216; the First and Second Installments of Special Assessment Warrant No. 49076 and the Flat Installment of Special Assessment Warrant No. 53663.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

### *Compromise Settlement with John A. Hennessey (No. 1405 W. 110th Pl.)*

WHEREAS, The City of Chicago has tax claims against the premises hereinafter described, the original amounts of which assessments total $116.55, and an application has been filed with the City of Chicago to foreclose the lien of special assessments hereinafter mentioned; and

WHEREAS, There are no special assessment bonds or vouchers outstanding in the special assessment warrants involved, and in lieu of foreclosure, an offer has been received from John A. Hennessey, to compromise the City's claim for the sum of $175.00, which has been recommended by the Committee on Finance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller on delivery to him of $175.00, and upon payment of County Clerk's cancellation fees, is hereby authorized and directed to deliver to said John A. Hennessey, certificates of cancellation of special assessment liens against:

Lot Two (2) Block Fourteen (14) Weages Subdivision, Southwest quarter (SW¼) Southwest quarter (SW¼) Section 17, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

for the nonpayment of the First, Second, Third, Fourth and Fifth Installments of Special Assessment No. 48216; the First and Second Installments of Special Assessment Warrant No. 49076 and the Flat Installment of Special Assessment Warrant No. 53663.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

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## Corporation Counsel Authorized and Directed to Institute Foreclosure Proceedings for Delinquent Special Assessments.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

*Ordered*, That the Corporation Counsel is authorized and directed to file foreclosure proceedings on account of delinquent special assessments against the parcels of property shown on the following tabulation, and the Committee on Finance is directed to transmit all documents in connection with said requests to the Corporation Counsel for action:

| *Location* | *Owner* |
|---|---|
| 4452 S. Ashland Av. | The Firestone Tire & Rubber Co. |
| North side of E. 103rd St. | Bonnie Investment Co. |
| 11439-11441 S. Hermosa Av. | Chicago Title & Trust Co., Trust No. 53129 |
| 1119 E. 82nd St. | Chicago Title & Trust Co., Trust No. 53129 |
| 38 E. 102nd Pl. | Chicago Title & Trust Co., Trust No. 53129 |
| 1405-1407 W. 110th Pl. | Chicago Title & Trust Co., Trust No. 53129 |
| 8629 S. Elizabeth St. | Chicago Title & Trust Co., Trust No. 53129 |
| 339 W. 97th St. | Chicago Title & Trust Co., Trust No. 53129 |
| 10619 S. May St. | Chicago Title & Trust Co., Trust No. 53129 |
| 222 W. 103rd Pl. | Chicago Title & Trust Co., Trust No. 53129 |
| 6035 S. Ashland Av. | Julia Larson |
| 11365 S. Bishop St. | John A. Hennessey. |

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Lupo, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—36.

*Nays*—None.

### Acquisition of Property Authorized from Parking Facility Uptown Project Parcel No. 36-22 at Nos. 4840-4852 N. Kenmore Av.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

*Ordered,* That the Corporation Counsel, in accordance with his recommendation of January 14, 1970, is hereby authorized to acquire the following described property from the parking facility in connection with the Urban Renewal Redevelopment Project Uptown, to wit:

> Lots 26, 27, 28 and the North 10 feet of Lot 29, in George Lill's Sheridan Road Addition to Chicago, a subdivision of part of Lot 4 of Fussey & Fennimore's subdivision of the West ½ of the Southeast ¼ of Section 8, Township 40 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois,

for the amount of one hundred thirty-two thousand, five hundred and no/100 ($132,500.00) dollars, and the City Comptroller and the City Treasurer are authorized and directed to issue vouchers and pay the amount when approved by the Corporation Counsel for appropriations made under Fund No. 429-1320-801 and transfer said money to the Fund 736 Parking Revenue Sinking Fund.

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Lupo, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—36.

*Nays*—None.

### Agreement Authorized with State of Illinois for Maintenance by City of Eisenhower Expressway Bridge over South Branch of Chicago River.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Public Works be and he is hereby authorized and directed to execute, the City Clerk to attest, and the City Comptroller to accept upon the approval as to form and legality by the Corporation Counsel, a certain Agreement between the State of Illinois and the City of Chicago, concerning the maintenance of the Eisenhower Expressway Bridge over the South Branch of the Chicago River, which Agreement is in form and substance as follows:

This Agreement made and entered into this 1st day of July, 1969, between the State of Illinois, acting by and through its Department of Public Works and Buildings (hereinafter referred to as the State), and the City of Chicago, a municipal corporation organized under the Laws of the State of Illinois, acting by and through its Department of Public Works (hereinafter referred to as the City):

Witnesseth:

Whereas, the four-leaf trunnion bascule bridge constructed over the South Branch of the Chicago River on the Eisenhower Expressway was financed jointly by the State, the County of Cook and the City; and

Whereas, under the Road and Bridge Law of the State, and the terms of a three-way agreement among the State, the County of Cook and the City, effective June 19, 1952, the State is responsible for the maintenance and operation of completed sections of the Cook County Expressway System, including the operation, maintenance and repair of the aforesaid four-leaf trunnion bascule bridge over the South Branch of the Chicago River; and

Whereas, the Bureau of Engineering of the City has a thoroughly experienced maintenance, repair and control organization and the Department of the Port of Chicago has a qualified bridge operating organization all within the corporate limits of the City; and

Whereas, the State desires to have said bridge maintained, repaired and operated by the said City organizations at the expense of the State; and

> "The Department is authorized, to enter into contracts with any municipal corporation, terminable in the discretion of the Department, for the municipal corporation to maintain any State Highway or any part thereof located within such municipal corporation, such maintenance to be under the supervision of the Department and at the expense of the State".

Now, Therefore, in consideration of the covenants and conditions herein contained, the parties hereto mutually agree as follows:

1. The State hereby grants the City authority to operate, maintain, repair and control, and the City hereby agrees to operate, maintain, repair and control the aforesaid four-leaf trunnion bascule bridge over the South Branch of the Chicago River on the Eisenhower Expressway lying within the following described limits:

(a) Commencing at the upper level on the East side of said river at the skewed construction joint East of Bent "A" as shown on the plans attached hereto and identified as Exhibit 1 and terminating on the West side of said river at the skewed expansion joint at the upper level immediately West of the fixed part of the bridge; and

(b) Also, the light poles, signals, barriers, traffic gates and hand rails, shown on the attached plan sheet of the bridge identified as Exhibit 1 and attached hereto, lying East of the East limit and West of the West limit designated in (a) above and including the electrically illuminated bridge warning signs located over the Eastbound roadway of the Expressway, near the West line of South Canal Street, together with ducts, conduits, and wiring connecting same to the bridge; and

(c) Also, feeder cables for electric power, both alternating and direct current, as shown on the drawing attached hereto and described as Exhibit 1 above; and

(d) Also, the traffic lights and signals, stop signs, bridge operator houses, machinery, piers, bridge protections, submarine cables, appliances, devices, engineering data and plans, patterns and all other appurtenances and fixtures belonging to said bridge, which are necessary for the operation, maintenance, repair and control of said bridge.

2. For budgetary purposes, and for the purpose of enabling the State to include the necessary funds in appropriations requested of the legislature, the City, upon the execution of this agreement, agrees to furnish to the State an estimate of cost of operation, maintenance and repair. The estimate is to include a list of the positions and the salaries and wages of each position of the regular operating personnel. A new itemized estimate covering the period from July 1, 1971 to June 30, 1973 is to be furnished prior to the regular 77th session of the General Assembly.

3. The City agrees to consult with and receive approval from the State, prior to performing any work or alterations, improvements, reconstruction or the repair when the estimated cost of individual jobs of such work is in excess of Five Thousand Dollars ($5,000.00) in order to permit the State to secure approval of requisitions or allotments of funds. In cases of structural failures, mechanical failures, or damages to the bridge amounting to an emergency and involving danger to public safety, the City is authorized to negotiate with public or private agencies for repair work to cost not in excess of One Hundred Thousand Dollars ($100,000.00) and to proceed with such work on verbal concurrence by the State, which concurrence shall be promptly confirmed in writing by the State.

4. The parties hereto mutually agree that the cost of operation, maintenance and repairs shall be construed to include all labor and material, foremen and engineering supervision, engineering and clerical costs, bridge operators wages, cost of cleaning all parts of the bridge and its operating and traffic control equipment, painting, fuel for heating, supplies required for operation and maintenance, electricity for power and lights, and all other costs and charges occasioned by or reasonably incidental to the operation, maintenance and repair of said bridge, exclusive of administration costs, also the cost of repairs made by agencies of the City, other than the Bridge Division of the Department of Public Works, or by private agencies under contract to the City, including nominal overhead costs, including engineering and supervision.

5. It is mutually agreed that a record of all operating costs of all maintenance, repair, reconstruction, repair of operating and traffic and navigation control equipment as described in Paragraph 4, and any other costs, performed by or under the supervision of the City shall be kept by the City, and a detailed statement of such costs shall be submitted to the State subsequent to the semi-annual periods ending June 30 and December 31 of each year, except that in the case of extraordinary costs incurred as a result of the repair of structural failures, mechanical failures, or damages to the bridge as referred to in the last sentence of Section 3 of this agreement, the City may submit detailed statements of costs to the State at such time as they may elect and the State shall promptly process the same. The rates and prices on the statements shall be actual prices and rates paid by the City for materials and services.

6. Commencing on July 1, 1969 and ending on June 30, 1971, the State agrees to semi-annually reimburse the City for the cost of operating, maintaining and repairing said four-leaf trunnion bascule bridge over the South Branch of the Chicago River on the Eisenhower Expressway in the manner hereinafter described.

7. It is agreed that reimbursement shall be made by the State subsequent to January 1 and July 1 of each succeeding year, and as soon thereafter as practical, after submission to the State of invoices in quintuplicate for the costs incurred by the City during the prior six months period or part thereof, in accordance with the terms of this agreement.

8. Statement of Intent. If the maintenance, operation, repair, alterations and control of the bridge and its traffic protections and traffic control devices are satisfactory to the State and to the City, under the terms of this agreement, it is the intent of both parties that a new agreement containing the same terms herein stated be executed to cover the ensuing biennial periods subsequent to June 30, 1971.

9. This contract shall not be taken or construed as modifying or otherwise affecting any existing contract relating to said Eisenhower Expressway Bridge and its appurtenances.

In Witness Whereof, the parties hereto have caused this agreement to be executed by their proper officials on the day and year first above written.

[Signature forms and certification omitted]

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Lupo, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—36.

*Nays*—None.

### Authorization and Direction Given for Permit to Illinois Bell Telephone Co. to Place Plastic Ducts in Existing Water Pipe Tunnel under North Branch of Chicago River.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, to authorize and direct issuance of a permit to Illinois Bell Telephone Company to place Plastic Ducts in existing Chicago Avenue Water Pipe Tunnel under North Branch of Chicago River.

On motion of Alderman Keane the said proposed ordinance was *Passed*, by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Lupo, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—36.

*Nays*—None.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Water and Sewers be and he is hereby authorized and directed to execute, the Commissioner of Streets and Sanitation to approve, and the City Comptroller to accept and file for record, upon the approval as to form and legality of the Corporation Counsel, a permit from the City of Chicago granting Illinois Bell Telephone Company permission and authority to place 22—4-inch plastic ducts in the City's existing Chicago Avenue water pipe tunnel under the North Branch of the Chicago River and in the east and west access shafts, which permit is in form and substance as follows:

CITY OF CHICAGO
DEPARTMENT OF WATER AND SEWERS
CHICAGO, ILLINOIS

Permit Granting Illinois Bell Telephone Company Permission and Authority to Place 22—4-inch Plastic Ducts in the City's Existing Chicago Avenue Water Pipe Tunnel under the North Branch of the Chicago River and in the East and West Access Shafts.

Whereas, Illinois Bell Telephone Company, 225 West Washington Street, Chicago, Illinois, hereinafter called the "Applicant", requests permission and authority from the City of Chicago, Department of Water and Sewers, hereinafter called the "Department", to place 22—4-inch plastic ducts in the City's existing Chicago Avenue Water Pipe Tunnel under the North Branch of the Chicago River and in the east and west access shafts; and

Whereas, for the privileges granted herein, the Illinois Bell Telephone Company shall pay to the City of Chicago an annual compensation of $0.20 per lineal foot of tunnel per duct times 303 feet of tunnel or a total of $1,333.20 annually;

Now, Therefore, in consideration of the sum of One Dollar ($1.00), and other good and valuable consideration and the sum of One Thousand, Three Hundred Thirty-three Dollars and Twenty Cents ($1,333.20) annual fee as hereinabove provided, the City of Chicago, by its Department of Water and Sewers, does hereby grant unto Illinois Bell Telephone Company permission to place 22—4-inch plastic ducts in the City's existing Chicago Avenue water pipe tunnel under the North Branch of the Chicago River and in the east and west access shafts.

This permit is issued by the City of Chicago under authority provided in Chapter 185, Sections 48 to 52 inclusive, of the Municipal Code of Chicago, and is therefore subject to the following undertaking and obligations of the Grantee, Illinois Bell Telephone Company:

1. To file with the Commissioner of Water and Sewers a bond in the penal sum of Ten Thousand ($10,000.00) Dollars, with sureties to be approved by the said Commissioner, conditioned upon the faithful observance and performance of each and every condition of this permit.

2. To indemnify, keep and save harmless the City against all liabilities, judgments, costs, damages and expenses which may in any way come against the said City in consequence of the issuance of said permit, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of the issuance of such permit, including any damages which may result to said water pipe tunnel or any of the City property installed therein. The liability of the Grantee in said permit shall in no way be limited to the amount of the bond herein provided for, but shall extend to the entire amount of such liability, cost, damage, or expense of said City. Said bond and the liability of the sureties thereon shall be kept in force throughout the life of said permit, and if at any time during the life of said permit such bond shall not be in full force, then the privileges therein granted shall thereupon cease.

3. The proposed work and method of installation to be done hereunder shall be located and constructed in accordance with the description, special provisions and plans attached to and made a part of this permit, and to the satisfaction of the Commissioner of Water and Sewers or his duly authorized representative.

[Plans attached to this ordinance printed on pages 8122-8123 of this Journal]

4. The Applicant, its successors or assigns, shall assume all risk and liability for damages or injury to persons or property on account of the work of the above described installation and maintenance thereof.

This permit is hereby granted, accepted and its provisions agreed to on this ........ day of January, A.D. 1970.

[Signature forms omitted]

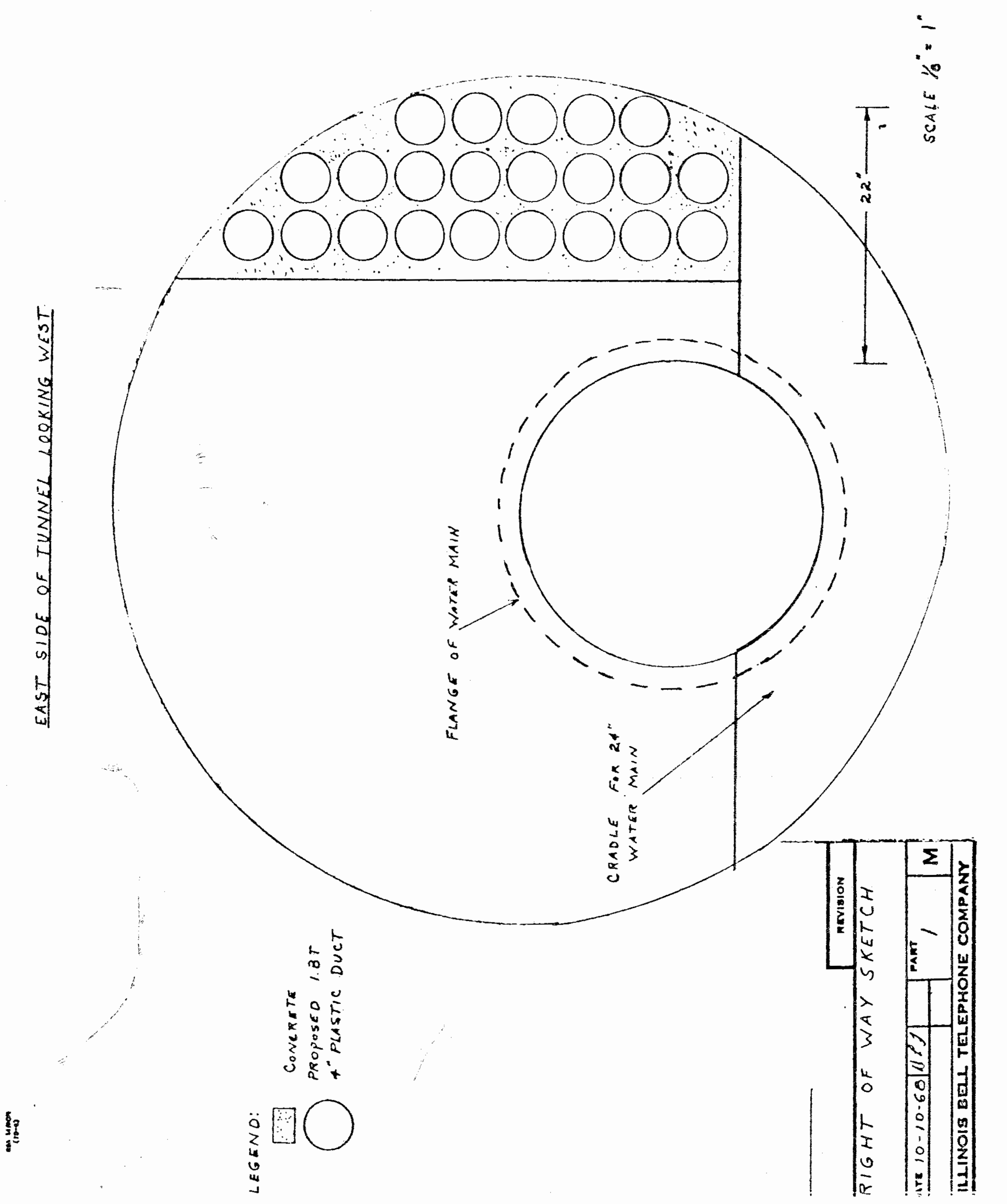
SECTION 2. This ordinance shall be in full force and effect from and after the date of its passage.

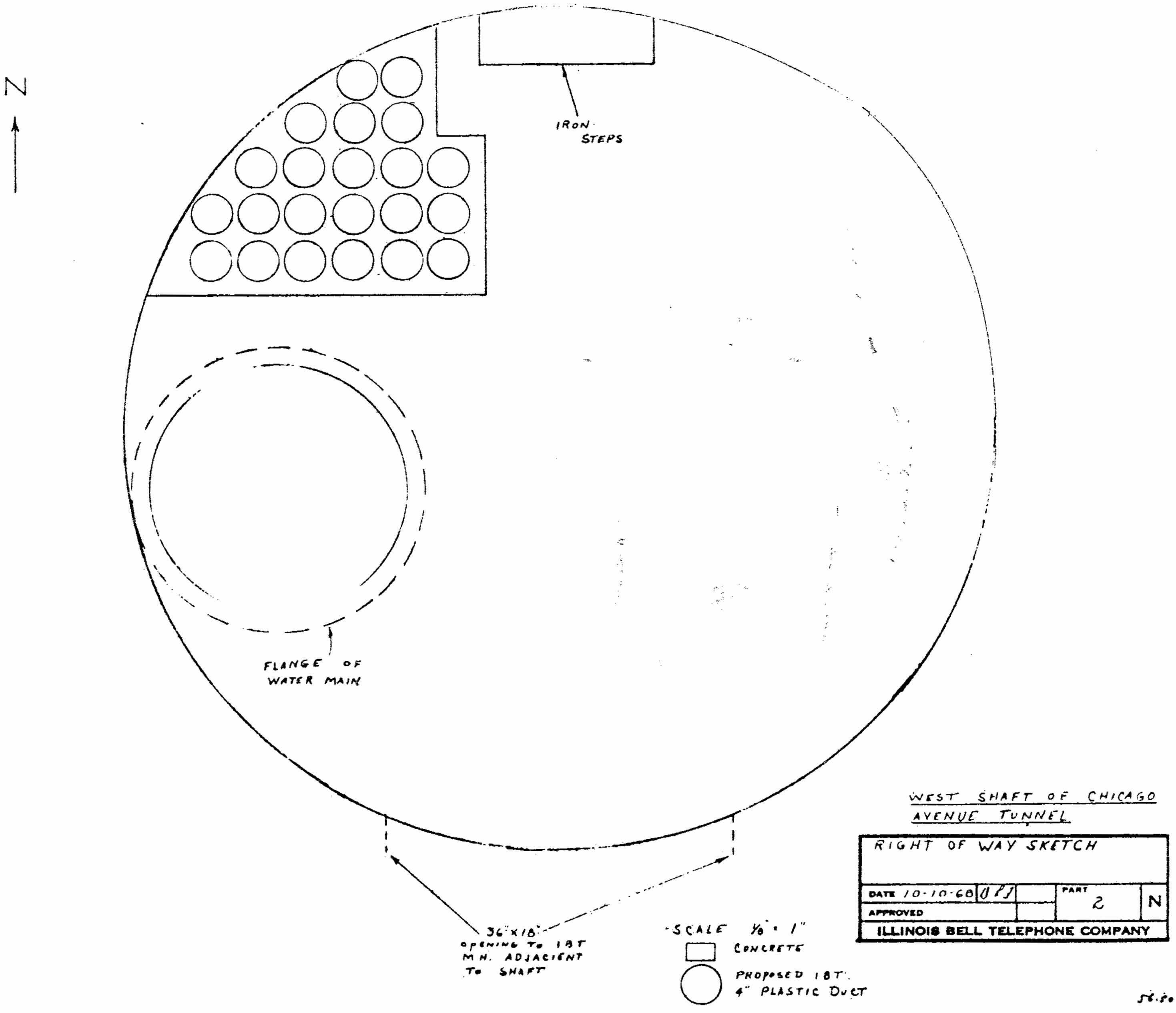
### City Collector Authorized and Directed Not to Return as Delinquent before July 1, 1971 Special Assessment Warrant No. 55030.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

*Ordered*, That the City Collector of the City of Chicago be and he is hereby authorized and directed not to return delinquent before July 1, 1971 any and all lots, blocks and parcels of real estate, on which special assessments have not been paid, under Warrant No. 55030, for the widening of S. Damen Avenue from W. Harrison Street to W. Roosevelt

(Continued on page 8124)


EAST SIDE OF TUNNEL LOOKING WEST
SCALE 1/8" = 1'
22'
FLANGE OF WATER MAIN
CRADLE FOR 24" WATER MAIN
LEGEND:
CONCRETE
PROPOSED 1.BT 4" PLASTIC DUCT
REVISION
RIGHT OF WAY SKETCH
ATE 10-10-68
PART 1
M
ILLINOIS BELL TELEPHONE COMPANY


N
IRON STEPS
FLANGE OF WATER MAIN
WEST SHAFT OF CHICAGO AVENUE TUNNEL
RIGHT OF WAY SKETCH
DATE 10-10-68
PART 2
N
APPROVED
ILLINOIS BELL TELEPHONE COMPANY
36"x18" opening to IBT M.H. ADJACIENT To SHAFT
SCALE ⅛" = 1"
CONCRETE
PROPOSED IBT 4" PLASTIC DUCT
56.80

(Continued from page 8121)

Road, but such action shall not operate to cancel the assessment or impair the liens of the City of Chicago nor extend for a period beyond July 1, 1971, and said assessment shall be and remain payable at the office of the City Collector with all interest and charges that have accrued thereon.

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Lupo, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—36.

*Nays*—None.

### Authority Granted for Installation of Traffic-Control Signals at Intersection of N. Sayre and W. Belmont Aves.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

*Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to install traffic control signals as follows:

| *Intersection* | *Estimated Cost* |
|---|---|
| N. Sayre Av. and W. Belmont Av. | $12,785.09 |

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Lupo, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—36.

*Nays*—None.

### Allocation of M.F.T. Funds Authorized for Street Lighting Maintenance on Improved Streets or Thoroughfares during Year 1970.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Authority is hereby given to the Commissioner of Streets and Sanitation to maintain street lighting on improved arterial streets or throughfares (including State Highways) for the period from January 1, 1970 to and including December 31, 1970, at an estimated cost of $400,000.00.

SECTION 2. The Commissioner of Streets and Sanitation is authorized to expend the sum of $400,000.00 for this work out of that part of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago, said sum either to be charged to the Corporate Purposes Fund and reimbursed from this allotment, or to be charged directly against this allotment.

SECTION 3. The Purchasing Agent is hereby authorized to advertise and receive bids for the work described in this ordinance, or any part thereof, or for materials, supplies and equipment therefor, when approved by the Department of Public Works and Buildings of the State of Illinois, and to enter into all necessary contracts therefor, or to cause said work to be done by day labor.

SECTION 4. The City Clerk is hereby directed to transmit two certified copies of this ordinance to the Division of Highways of the Department of Public Works and Buildings of the State of Illinois, Springfield, Illinois, through the District Engineer of said Division of Highways.

SECTION 5. This ordinance shall take effect and be in force from and after its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Lupo, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—36.

*Nays*—None.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

### Expenditure of M.F.T. Funds Authorized for Maintenance and Operation of Traffic-Control Signals on Improved Arterial Streets or Thoroughfares Including State Highways during Year 1970.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Authority is hereby given to the Commissioner of Streets and Sanitation to maintain and operate traffic control signals on improved arterial streets or thoroughfares (including State Highways) for the period from January 1, 1970 to and including December 31, 1970 at an estimated cost of $180,000.00.

SECTION 2. The Commissioner of Streets and Sanitation is authorized to expend the sum of $180,000.00 for this work out of that part of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago, said sum to be charged either to the Corporate Purposes Fund and reimbursed from this allotment, or to be charged directly against this allotment.

SECTION 3. The Purchasing Agent is hereby authorized to advertise and receive bids for the work described in this ordinance or any part thereof, or for materials, supplies and equipment therefor, when approved by the Department of Public Works and Buildings of the State of Illinois, and to enter into all necessary contracts therefor, or to cause said work to be done by day labor.

SECTION 4. The City Clerk is hereby directed to transmit two certified copies of this ordinance to the Division of Highways of the Department of Public Works and Buildings of the State of Illinois, Springfield, Illinois, through the District Engineer of said Division of Highways.

SECTION 5. This ordinance shall take effect and be in force from and after its passage.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Lupo, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—36.

*Nays*—None.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

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### Expenditure of M.F.T. Funds Authorized for Snow and Ice Control on Improved Streets, County and State Highways during Year 1970.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Authority is hereby given to the Commissioner of Streets and Sanitation to expend the sum of $750,000.00 from that portion of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago for Snow and Ice Control Maintenance of Improved Streets, County Highways and State Highways by day labor during the period commencing January 1, 1970 and ending December 31, 1970.

SECTION 2. The City Clerk is hereby directed to transmit two certified copies of this ordinance to the Division of Highways of the Department of Public Works and Buildings of the State of Illinois, Springfield, Illinois, through the District Engineer for District No. 10 of the said Division of Highways.

SECTION 3. This ordinance shall be in force and effect from and after its passage and approval.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Lupo, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—36.

*Nays*—None.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

### Allocation of M.F.T. Funds Authorized for Pavement Repairs in Improved Streets, County or State Highways during Year 1970.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That authority is hereby given to make repairs to pavements in Improved Streets, County Highways or State Highways for the period beginning January 1, 1970 and ending December 31, 1970, by use of the asphaltic street repair materials, concrete street repair material or other standard street repair materials, as required to bring the pavements and their appurtenances to a good state of repair, at a cost not to exceed $1,500,000.00 to be paid from that part of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago.

SECTION 2. That there is hereby allocated the sum of $1,500,000.00 for repairs to pavements in improved streets, County Highways or State Highways which shall be for work for which estimates are to be filed with the Division of Highways of the Department of Public Works and Buildings of the State of Illinois for the period beginning January 1, 1970 and ending December 31, 1970.

SECTION 3. That the Commissioner of Streets and Sanitation shall prepare the necessary specifications and estimates for these repairs and shall do same, either by day labor or Contract.

SECTION 4. That the City Clerk is hereby directed to transmit two certified copies of this ordinance to the Division of Highways of the Department of Public Works and Buildings of the State of Illinois, Springfield, Illinois through the District Engineer for District No. 10 of the said Division of Highways.

SECTION 5. That this ordinance shall be in force and effect from and after its passage and approval.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Lupo, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—36.

*Nays*—None.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

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### Expenditure of M.F.T. Funds Authorized for Street-Cleaning Maintenance of Improved Streets, County Highways and State Highways during Year 1970.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Authority is hereby given to the

Commissioner of Streets and Sanitation to expend the sum of $750,000.00 from that part of the Motor Fuel Tax Fund which has been or may be allocated to the City of Chicago for Street Cleaning Maintenance of Improved Streets, County Highways and State Highways by day labor during the period commencing January 1, 1970 and ending December 31, 1970.

SECTION 2. The City Clerk is hereby directed to transmit two certified copies of this ordinance to the Division of Highways of the Department of Public Works and Buildings of the State of Illinois, Springfield, Illinois, through the District Engineer for District No. 10 of the said Division of Highways.

SECTION 3. This ordinance shall be in force and effect from and after its passage and approval.

On motion of Alderman Keane the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Lupo, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—36.

*Nays*—None.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

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## Authority Granted for Acquisition of Specified Parcels of Property Needed for Redevelopment Project Madison-Canal.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

*Ordered,* That the Corporation Counsel in accordance with his recommendation of February 2, 1970 is hereby authorized to acquire the following described property needed for the Madison-Canal Project, to wit:

*Parcel No. 1-6*

The North 42 feet of the South 56 feet of Lot 3 in Block 49 of Original Town of Chicago in the South part of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois,

in the amount of one hundred seven thousand five hundred ten and no/100 dollars ($107,510.00) plus court costs, and the City Comptroller and the City Treasurer are authorized and directed to issue vouchers and pay the amount when approved by the Corporation Counsel from appropriations made under Fund No. 902-1320-640; and

*Be It Further Ordered,* That the Corporation Counsel in accordance with his recommendation of February 2, 1970 is hereby authorized to acquire the following described property needed for the Madison-Canal Project, to wit:

*Parcel No. 1-8*

Lot 2 and the North 12 feet of Lot 3 in Canal Trustees Subdivision of Lot 6 in Block 49 in Original Town of Chicago in the South part of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois,

in the amount of eighty-three thousand four hundred ninety and no/100 dollars ($83,490.00) plus court costs, and the City Comptroller and the City Treasurer are authorized and directed to issue vouchers and pay the amount when approved by the Corporation Counsel from appropriations made under Fund No. 902-1320-640; and

*Be It Further Ordered,* That the Corporation Counsel in accordance with his recommendation of February 9, 1970 is hereby authorized to acquire the following described property needed for the Madison-Canal Project, to wit:

*Parcels 1-10 and 1-11 (consolidated)*

Lot 3 and the South 22 feet of Lot 2 in Canal Trustees Subdivision of Lot 7 in Block 49 in Original Town of Chicago, in the South part of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian; Also the East 60 feet of Lot 10 in Block 49 in the Original Town of Chicago in the South half of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian; Also the West 50 feet of Lot 10 in Block 49 in Original Town of Chicago; Also that part of Lot 10 in Block 49 in Original Town of Chicago described as follows: Commencing on the North line of Madison Street at a point 50 feet East from West line of said Lot; thence North on a line parallel with said West line 80 feet more or less to North line of said lot; thence East along said North line 40 feet; thence South on a line parallel with West line of said lot 10 to North line of Madison Street; thence West along the North line of Madison Street 40 feet to place of beginning, all in Cook County, Illinois,

in the amount of two hundred five thousand and no/100 dollars ($205,000.00) plus court costs, and the City Comptroller and the City Treasurer are authorized and directed to issue vouchers and pay the amount when approved by the Corporation Counsel from appropriations made under Fund No. 902-1320-640; and

*Be It Further Ordered,* That the Corporation Counsel, in accordance with his recommendation of January 23, 1970, is hereby authorized to acquire the following described property needed for the Madison-Canal Redevelopment Project, to wit:

*Parcel No. 1-13*

Lots 3, 4 and 5 in Moseley, McCord and Holmes Subdivision of Lot 9 and (except the North 40 feet) of Lot 8 in Block 49 in Original Town of Chicago in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois,

in the amount of sixty thousand and no/100 dollars ($60,000.00) plus statutory interest and court costs, and the City Comptroller and the City Treasurer are authorized and directed to issue vouchers and pay the amount when approved by the Corporation Counsel from appropriations made under Fund No. 902-1320-6640.

On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Lupo, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—36.

*Nays*—None.

### Authority Granted for Laying Water Mains in Certain Streets.

**The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:**

*Ordered,* That the Commissioner of Water and Sewers is hereby authorized to lay water mains in the following streets:

1st alley west of S. Pulaski Road (7′ WEL) from 10′ SNL W. 113th Street to 14′ N.C.L. W. 115th Street, at an estimated cost of $26,000.00

and charge same to the Revolving Fund—Deposit No. 46843

W. 114th Street (23′ SNL) from 3′ WWL S. Pulaski Road to 1st alley W. of S. Pulaski Road (8′ WEL)

W. 113th Street (10′ SNL) from 23′ W. C.L. S. Pulaski to 1st alley W. of S. Pulaski Road (7′ WEL), at an estimated cost of $6,345.62,

and charge same to Account 290-8270(7940).553—Circulation;

and

*Be It Further Ordered,* That the Commissioner of Water and Sewers is hereby authorized to lay water mains in the following streets:

1940′ E.C.L. S. Woodlawn Avenue from 21′ S C.L. E. 103rd Street to 557′ S C.L. E. 103rd Street and 1804′ E C.L S. Woodlawn Avenue, at an estimated cost of $40,808.86

and charge same to Account 290-8270(7940).553—Circulation

W. Ancona Street (14′ NSL) from 14′ SE NWL N. Sangamon Street to 66′ E SEX N. Sangamon Street, at an estimated cost of $2,634.37,

and charge same to Account 290-8270(7940).553—Replacement;

and

*Be It Further Ordered,* That the Commissioner of Water and Sewers is hereby authorized to lay water mains in the following streets:

W. 28th Street (27′ SNL) from 28′ EWL to 198′ EEL to S. Troy Street, at an estimated cost of $6,517.90

and charge same to Account 290-8270(7940).553—Replacement

Easement 13-17′ WEL N. Nashville Avenue from 23′ SNL W. Barry Avenue to 8′ NSL W. Belmont Avenue, at an estimated cost of $12,500.00

and charge same to the Revolving Fund—Deposit 46831—Clarence Neubaum;

and

*Be It Further Ordered,* That the Commissioner of Water and Sewers is hereby authorized to lay water mains in the following streets:

W. Grand Avenue (5′ N.S.L.) from 201′ E.W.L. to 371′ E.W.L. N. Jefferson Street, at an estimated cost of $9,258.30,

and charge same to the Revolving Fund—Ragnar Benson, Inc.—Deposit No. 46817;

and

*Be It Further Ordered,* That the Commissioner of Water and Sewers is hereby authorized to lay water mains in the following streets:

S. Kedzie Avenue (5′ & 6′ WEL) from 1667′ NNL to 1517′ NNL W. 36th Street, at an estimated cost of $12,282.00

and charge same to Account 290-8270(7940).552—Feeder Main;

and

*Be It Further Ordered,* That the Commissioner of Water and Sewers is hereby authorized to lay water mains in the following streets:

W. North Avenue (17′ & 25′ SNL) from 25′ WEL N. Larrabee Street to 12′ WEL N. LaSalle Street, at an estimated cost of $163,892.57

and charge same to the Revolving Fund—Department of Urban Renewal.

S.S. W. North Avenue 17′ NSL from 20′ WEL N. Larrabee Street to 12′ EWL N. LaSalle Street, at an estimated cost of $128,815.80

and charge same to 50% Replacement—290-8270 (7940).553 and
50% Betterment—290-8270(7940).557;

and

*Be It Further Ordered,* That the Commissioner of Water and Sewers is hereby authorized to lay water mains in the following streets:

N. St. Louis Avenue (29′ & 28′ EWL) from 169.2′ S. NWX W. Carmen to 253.4 S. NWX W. Carmen Avenue

N. St. Louis Avenue (28′ EWL) from 126′ NNL Alley N W. Ainslie Street to 253.4′ S NWX W. Carmen Avenue, at an estimated cost of $47,579.28

and charge same to Account 290-8270(7940).552—Feeder Mains;

and

*Be It Further Ordered,* That the Commissioner of Water and Sewers is hereby authorized to lay water mains in the following streets:

25′ NSL W. 83rd Street from 17′ EEL S. Cicero Avenue to E.L. S. Keating Avenue, at an estimated cost of $27,997.83

and charge same to Account 290-8270(7940).552—Feeder Mains.

**On motion of Alderman Keane the foregoing proposed order was *Passed,* by yeas and nays as follows:**

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Lupo, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—36.

*Nays*—None.

### Authority Granted for Payments of Hospital, Medical and Nursing Services Rendered Certain Injured Members of Fire and Police Depts.

The Committee on Finance submitted a report recommending that the City Council pass a proposed order transmitted therewith, to authorize payments of hospital, medical and nursing services rendered certain injured members of the Fire and Police Departments.

On motion of Alderman Keane the said proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Lupo, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Scholl,

McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—36.

*Nays*—None.

The following is said order as passed:

*Ordered,* That the City Comptroller is authorized and directed to issue vouchers, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department herein named, provided such members of the Police Department shall enter into an agreement in writing with the City of Chicago to the effect that, should it appear that any of said members of the Police Department have received any sum of money from the party whose negligence caused such injury, or have instituted proceedings against such party for the recovery of damage on account of such injury or medical expense, then in that event the City shall be reimbursed by such member of the Police Department out of any sum that such member of the Police Department has received or may hereafter receive from such third party on account of such injury or medical expense, not to exceed the amount that the City may, or shall, have paid on account of such medical expense, in accordance with Opinion No. 1422 of the Corporation Counsel of said City, dated March 19, 1926. The payment of any of these bills shall not be construed as an approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of such claims, as allowed, is set opposite the names of the injured members of the Police Department, and vouchers are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937:

| | |
|---|---|
| Joseph F. August, 019320, District 11; injured October 31, 1969............. | $ 68.50 |
| Robert H. Baggs, 021873, District 4; injured September 1, 1969............ | 56.50 |
| Walter J. Banasiak, 025421, District 21; injured December 17, 1969.......... | 75.00 |
| Robert J. Battalini, 033220, District 13; injured July 5, 1969................ | 73.00 |
| Richard M. Bollman, 059020, District 18; injured May 15, 1968............... | 50.00 |
| Henry W. Boucher, 063411, District 6; injured November 7, 1969........... | 40.50 |
| Stephan M. Brankin, 069163, Task Force; injured August 28, 1969............ | 10.00 |
| Philip A. Burmeister, 090278, District 2; injured September 14, 1969.......... | 80.00 |
| William A. Byrne, 096160, District 3; injured September 6, 1969............ | 45.00 |
| Peter J. Cammllarie, 101134, District 2; injured October 30, 1969............ | 55.00 |
| Frank P. Carey, Jr., 105848, Traffic Division; injured November 1, 1969....... | 857.75 |
| Lawrence Clark, 127622, District 18; injured November 16, 1969........... | 52.50 |
| Martin F. Conroy, 143014, District 6; injured October 13, 1969.............. | 25.00 |
| Walter Crawley, 155325, District 11; injured May 18, 1969.................. | 40.00 |
| Anthony Cutaia, 164335, District 18; injured November 6, 1969............ | 608.25 |
| Herman E. Debruce, 175858, Traffic Division; injured October 21, 1969........ | 25.00 |
| William Dinga, 191693, District 2; injured November 4, 1969............ | 10.00 |
| Frank J. Donahue, 196200, Traffic Division; injured March 26, 1969........ | $ 257.85 |
| Carl O. Enwell, 224066, District 17; injured December 18, 1968............. | 66.00; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to issue vouchers, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Fire and the Police Departments herein named. The payment of any of these bills shall not be construed as an approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of said claims is set opposite the names of the injured members of the Fire and the Police Departments, and vouchers are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937:

| | |
|---|---|
| Ernest M. Hernandez, 341064, District 14; injured November 15, 1969....... | $ 15.00 |
| Richard J. Hofkamp, 350336, District 14; injured November 15, 1969.......... | 12.00 |
| Charles Itzenthaler, 369587, District 14; injured November 5, 1969............ | 12.00 |
| Nick J. Jacobazzi, 373292, District 13; injured October 30, 1969............. | 15.00 |
| Harry Janicki, 376619, Task Force; injured November 18, 1969............ | 15.00 |
| Kenneth C. Johnson, 385618, District 20; injured November 30, 1969........... | 8.00 |
| George N. Karl, 400833, Task Force; injured April 21, 1969................. | 12.00 |
| Thomas R. Johnson, 387159, District 17; injured October 15, 1969............. | 30.00 |
| Kenneth G. Kaner, 398751, District 11; injured November 2, 1969............ | 12.50 |
| Anthony W. Katalinic, 402474, District 4; injured October 30, 1969.......... | 32.50 |
| Roman J. Keating, 405008, District 14; injured November 15, 1969........... | 12.00 |
| Fred R. Kelleher, 407220, District 18; injured November 12, 1969........... | 30.00 |
| Tommy M. Kelley, 407882, Detective Division; injured November 26, 1969.... | 10.00 |
| William T. King, 421107, Youth Division; injured October 8, 1969 ............. | 37.00 |
| Thomas E. Klimczak, 425209, District 11; injured October 16, 1969............. | 37.50 |
| Albert L. Krajecke, 436494, District 13; injured October 6, 1969............. | 24.10 |
| Robert E. Krause, 437759, District 11; injured November 6, 1969............ | 12.50 |
| Albert J. Kubes, 441657, Task Force; injured October 20, 1969.............. | 35.00 |
| Daniel P. Kukanic, 443164, Task Force; injured November 18, 1969........... | 25.00 |
| Robert G. Kukla, 443256, District 4; injured November 18, 1969........... | 25.00 |
| Robert P. Kwiatkowski, 445912, District 13; injured October 1, 1969.......... | 15.00 |
| Thomas J. Lahm, 449282, Detective Division; injured November 23, 1969..... | 16.65 |
| Phillip A. Lane, 451504, District 2; injured November 9, 1969............. | 10.00 |
| Terry M. Lanigan, 452483, District 2; injured October 31, 1969.............. | 12.00 |

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|---|---|
| Donald M. Lappe, 452962, District 13; injured October 27, 1969 | $ 20.00 |
| Robert A. Lebak, 459390, District 13; injured December 5, 1969 | 24.00 |
| Jerrold M. Lewis, 467644, Task Force; injured November 6, 1969 | 20.00 |
| Ronald S. Little, 472409, District 3; injured October 28, 1969 | 17.50 |
| Harry V. Lopez, 476762, District 13; injured October 10, 1969 | 13.00 |
| Robert E. Loveless, 478756, District 14; injured November 25, 1969 | 43.00 |
| Richard P. Luzin, 482931, Traffic Division; injured November 1, 1969 | 5.00 |
| Richard P. Madeja, 488816, District 13; injured October 30, 1969 | 21.00 |
| James D. Maher, 490980, District 7; injured October 31, 1969 | 18.50 |
| Patrick J. Mangan, 496984, District 18; injured August 13, 1969 | 10.00 |
| James V. Mannion, 498203, District 19; injured November 16, 1969 | 30.75 |
| Alan Markovitch, 502234, District 19; injured November 27, 1969 | 10.00 |
| Stanley Martinkus, 507715, Task Force; injured November 21, 1969 | 13.50 |
| Paul P. Marolis, 502895, District 18; injured November 17, 1969 | 10.00 |
| Stanley Martinkus, 507715, Task Force; injured November 14, 1969 | 24.50 |
| Ronald C. McAuley, 515223, District 18; injured November 25, 1969 | 14.30 |
| Alvin B. McCune, 522514, Task Force; injured November 22, 1969 | 16.50 |
| William F. McCaughey, 527490, District 3; injured October 25, 1969 | 27.00 |
| William R. McGrath, 530633, District 20; injured December 3, 1969 | 74.00 |
| Robert L. McKnabb, 535704, District 21; injured November 2, 1969 | 58.00 |
| Leilan K. McNally, 539178, District 3; injured November 3, 1969 | 19.00 |
| Dennis M. McNamara, 539358, District 18; injured November 23, 1969 | 30.00 |
| John W. Mercer, 546116, District 13; injured November 23, 1969 | 22.75 |
| John Mierlak, 550827, District 13; injured April 28, 1969 | 13.00 |
| Frank R. Mills, Jr., 555896, District 11; injured November 6, 1969 | 10.00 |
| Andrew A. Morici, 568266, District 14; injured September 27, 1969 | 7.00 |
| Andrew L. Murcia, 577064, District 4; injured September 26, 1969 | 28.50 |
| John W. Murray, 581520, District 13; injured April 29, 1969 | 17.50 |
| Daniel B. Murphy, 577627, Task Force; injured October 19, 1969 | 5.00 |
| Martin Murray, 581729, District 14; injured January 31, 1968 | 83.50 |
| Edward C. Nakutis, 584798, District 13; injured October 22, 1969 | 15.00 |
| Lew P. Nash, 586011, District 13; injured October 10, 1969 | 28.00 |
| Louis D. Nekoliczak, 588915, District 15; injured November 16, 1969 | 6.00 |
| Joseph J. Nolan, 596850, Detective Division; injured April 25, 1969 | 39.65 |
| James J. O'Donnell, 609260, District 16; injured November 27, 1969 | $ 10.00 |
| David R. Olsen, 620724, Detective Division; injured November 26, 1969 | 10.00 |
| John P. O'Malley, 613663, Bureau of Inspectional Services; injured October 24, 1969 | 17.50 |
| Raymond F. O'Malley, 614077, Office of Dep. Supt. F/S Human Relations; injured October 11, 1969 | 16.45 |
| James P. Paolello, 630004, Police Training Division; injured October 30, 1969 | 35.00 |
| Gerald F. Peretti, 640343, District 9; injured November 23, 1969 | 12.50 |
| Joseph Pipolo, 650923, District 10; injured November 3, 1969 | 80.75 |
| Gene E. Pitts, 651734, District 3; injured November 8, 1969 | 19.00 |
| Robert C. Prokuski, 664225, District 11; injured November 6, 1969 | 43.50 |
| Thomas J. Purtell, 667081, Task Force; injured October 30, 1969 | 17.50 |
| Arthur C. Quenzel, 668035, District 7; injured October 15, 1969 | 33.50 |
| Thomas E. Quinn, 669858, District 6; injured July 25, 1969 | 435.85 |
| George G. Rafalski, 671439, District 13; injured October 1, 1969 | 48.00 |
| Robert E. Rahn, 671985, District 13; injured October 30, 1969 | 23.00 |
| Frank P. Ramirez, 672987, District 14; injured November 24, 1969 | 12.00 |
| Walter D. Red Elk, 677276, Police Training Division; injured October 27, 1969 | 25.00 |
| Thomas J. Reese, 678649, Bureau of Inspectional Services; injured October 17, 1969 | 10.00 |
| Winfred Reese, 678673, District 7; injured November 21, 1969 | 16.00 |
| Richard D. Rinkenberger, 688732, District 11; injured November 29, 1969 | 17.00 |
| James J. Roberts, 691516, Police Training Division; injured November 23, 1969 | 13.00 |
| Ronald G. Rothmund, 702620, District 19; injured November 11, 1969 | 11.00 |
| Raymond A. Safran, 713759, District 13; injured November 16, 1969 | 13.00 |
| Anthony San Filippo, 717353, District 13; injured October 18, 1969 | 23.50 |
| Gregory A. Scafidi, 720653, District 13; injured November 29, 1969 | 19.45 |
| Andrew Scrip, 734769, District 3; injured November 22, 1969 | 74.50 |
| Roger L. Shamley, 739657, Task Force; injured October 4, 1969 | 28.00 |
| Michael J. Shannon, 740347, Task Force; injured August 3, 1969 | 13.00 |
| Robert J. Shields, 745912, District 7; injured November 18, 1969 | 15.00 |
| Kenneth G. Smith, 760740, District 11; injured July 15, 1969 | 37.50 |
| Milton L. Sneed, 763934, Bureau of Inspectional Services; injured October 17, 1969 | 13.00 |
| Richard E. Spinell, 770730, District 13; injured September 19, 1969 | 22.00 |
| Ronald J. Spivak, 771292, Task Force; injured November 13, 1969 | 15.00 |

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|---|---|
| Stephen D. Spratt, 771650, District 8; injured August 22, 1969 | $ 80.85 |
| Walter J. Srebalus, 772294, District 9; injured November 17, 1969 | 39.00 |
| Kenneth D. South, 768005, Task Force; injured October 5, 1969 | 10.00 |
| Albert A. Stroka, 785089, District 20; injured October 27, 1969 | 33.50 |
| Maurice E. Thoele, 805207, Task Force; injured November 21, 1969 | 32.15 |
| Geraldine Thomas, 805947, Youth Division; injured February 12, 1968 | 20.00 |
| William F. Topp, 814785, District 11; injured October 19, 1969 | 22.50 |
| Frank J. Trzos, 820594, Animal Control Section; injured November 4, 1969 | 44.50 |
| Robert W. Utter, 826901, Detective Division; injured November 26, 1969 | 10.00 |
| Donald E. Varallo, 830481, District 19; injured November 12, 1969 | 37.50 |
| William J. Walsh, 844951, District 13; injured November 16, 1969 | 25.50 |
| William N. Warshauer, 848583, District 18; injured October 31, 1969 | 53.90 |
| Russell W. Weingart, 854140, District 13; injured August 3, 1969 | 11.00 |
| Thomas H. Weller, 855634, District 11; injured November 8, 1969 | 10.00 |
| Anthony Welninski, 856176, Task Force; injured November 8, 1969 | 13.00 |
| Anthony Welninski, 856176, Task Force; injured September 23, 1969 | 146.75 |
| Bruno A. Woltmann, 879240, District 12; injured October 14, 1969 | 6.00 |
| Kenneth R. Young, 886293, Task Force; injured November 23, 1969 | 15.00 |
| Eugene S. Zaleski, 888122, District 9; injured December 4, 1969 | 34.00 |
| Horst A. Zickenheiner, 891296, Task Force; injured May 30, 1969 | 18.50 |
| William J. Ziegler, 891756, District 12; injured November 29, 1969 | 20.00 |
| John A. Alexander, 006808, District 7; injured August 3, 1969 | 18.50 |
| Adam S. Augustine, 019389, District 9; injured December 14, 1969 | 20.50 |
| Thomas R. Bennett, 014004, District 10; injured December 15, 1968 | 21.00 |
| Charles J. Berglund, 043065, District 6; injured December 12, 1969 | 35.00 |
| Robert D. Bergsund, 043303, District 18; injured December 2, 1969 | 27.50 |
| Herbert H. Bevan, 046810, District 1; injured November 4, 1969 | 27.00 |
| Ervin J. Bielawski, 047978, Traffic Division; injured November 29, 1969 | 35.50 |
| Joseph R. Brady, 068241, Bureau of Inspectional Services; injured July 18, 1969 | 25.00 |
| Richard J. Brady, 068307, District 2; injured November 5, 1969 | 42.00 |
| John T. Bribiesca, 073260, District 13; injured October 19, 1969 | 25.00 |
| Alfred F. Broderson, 075325, Detective Division; injured December 4, 1969 | 15.00 |
| James T. Bruce, 081997, Task Force; injured April 5, 1968 | 5.00 |
| George T. Caruso, 111862, Task Force; injured August 31, 1969 | 8.00 |
| James L. Cascarano, 112253, District 11; injured June 24, 1969 | $ 34.50 |
| Eugene Cassidy, 114241, District 1; injured October 23, 1967 | 10.50 |
| John J. Collins, 136398, District 11; injured November 17, 1969 | 40.00 |
| Ronald J. Comparin, 138196, District 3; injured December 12, 1969 | 21.00 |
| Gerald A. Cooper, 146073, Detective Division; injured April 10, 1968 | 10.00 |
| Ronald B. Craven, 154847, District 3; injured December 11, 1969 | 39.00 |
| Ronald E. Crawford, 155205, District 7; injured November 7, 1969 | 18.50 |
| Thomas J. Creighton, Jr., 155756, Detective Division; injured November 24, 1969 | 17.00 |
| Benjamin B. Crimmins, 156138, District 15; injured September 9, 1968 | 44.00 |
| Edward J. Croke, 156653, District 20; injured April 1, 1968 | 17.75 |
| Thomas J. Cunningham, 161828, Detective Division; injured December 16, 1969 | 20.30 |
| Gerald J. Dadich, 166691, District 8; injured May 9, 1968 | 17.85 |
| Marc A. Davilo, 172196, District 1; injured November 13, 1969 | 35.00 |
| Torrence C. Davies, 172190, Task Force; injured October 20, 1969 | 16.00 |
| John M. Dearham, 180067, Traffic Division; injured January 3, 1967 | 4.50 |
| Thomas A. DeSutter, 178836, District 14; injured June 12, 1968 | 20.00 |
| John P. Dowling, 202250, District 12; injured November 29, 1969 | 15.00 |
| John M. Fanning, 231610, District 15; injured December 11, 1969 | 20.00 |
| Robert J. Faust, 233910, District 20; injured November 8, 1969 | 18.50 |
| William D. Ferguson, 236808, District 19; injured April 15, 1966 | 15.00 |
| Robert A. Flood, 248500, Task Force; injured July 2, 1969 | 45.00 |
| Lawrence S. Forberg, 252517, District 8; injured December 12, 1969 | 51.00 |
| James A. Gage, 264280, District 12; injured November 6, 1969 | 11.00 |
| Joseph M. Gatton, 272665, District 2; injured November 13, 1969 | 18.50 |
| John J. Goles, 290237, District 8; injured September 30, 1968 | 46.00 |
| Harold J. Gordon, 292071, District 2; injured November 13, 1969 | 18.50 |
| Robert A. Gray, 298993, District 5; injured July 20, 1969 | 17.00 |
| Frank E. Guerra, 308729, Bureau of Inspectional Services; injured August 14, 1969 | 25.00 |
| Vincent L. Hart, 326048, District 15; injured December 13, 1969 | 66.50 |
| Terry Lee Hudik, 361428, Task Force; injured October 31, 1969 | 33.50 |
| Fred R. Kelleher, 407220, District 18; injured December 12, 1969 | 10.00 |
| Bernard S. Kelly, 408204, Bureau of Inspectional Services; injured October 22, 1969 | 21.50 |
| Richard J. Kelly, 410670, District 5; injured December 4, 1969 | 15.00 |

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|---|---|
| John J. Kinnane, 422193, Task Force; injured April 27, 1968 | $ 29.00 |
| John J. Kinnane, 421193, Bureau of Inspectional Services; injured August 14, 1969 | 25.00 |
| Anthony M. Kreiser, 438342, District 13; injured October 30, 1969 | 6.00 |
| Daniel M. Kuciver, 442382, District 2; injured July 14, 1968 | 19.00 |
| Kenneth R. Kula, 443325, Detective Division; injured March 3, 1969 | 35.50 |
| Gerald J. Kush, 444875, District 6; injured November 28, 1969 | 35.00 |
| John F. Kwak, 445725, District 13; injured December 6, 1969 | 19.00 |
| Harry Lopez, 476762, District 13; injured December 15, 1969 | 13.00 |
| John T. Lynch, 484173, Detective Division; injured December 19, 1969 | 48.50 |
| Ronald J. Magro, 490690, District 4; injured December 14, 1969 | 17.00 |
| Carl E. Malik, 494000, District 7; injured December 12, 1969 | 18.25 |
| Frank R. Mills, Jr., 555896, District 11; injured December 1, 1969 | 10.00 |
| Stanley A. Mrozowski, 572588, District 11; injured November 20, 1969 | 20.00 |
| James E. Murray, 581382, Task Force; injured November 26, 1969 | 17.00 |
| Frank P. Nolan, 596585, District 3; injured December 3, 1969 | 27.00 |
| Billy W. Parker, 631389, Police Training Division; injured October 31, 1968 | 25.00 |
| Nathaniel L. Patterson, 634656, District 7; injured November 16, 1969 | 16.00 |
| Michael F. Pavelich, 635789, Task Force; injured November 19, 1969 | 15.15 |
| Phillip O. Richardson, 685479, District 5; injured November 8, 1969 | 15.00 |
| Eugene W. Rostkowski, 702075, District 13; injured May 3, 1968 | 13.00 |
| Edward W. Ryan, 708328, District 5; injured November 14, 1969 | 30.00 |
| John T. Ryan, 710476, Traffic Division; injured December 16, 1969 | 26.00 |
| Joseph C. Salvato, 715277, District 13; injured July 21, 1969 | 13.00 |
| Willie Saunders, 719580, District 3; injured December 6, 1969 | 19.00 |
| Robert A. Schultz, 730796, District 13; injured December 17, 1969 | 13.00 |
| Leroy A. Seabury, 735169, District 20; injured February 29, 1968 | 25.00 |
| William J. Stewart, 780758, Task Force; injured November 25, 1969 | 22.00 |
| George J. Swagler, 792609, District 18; injured December 12, 1969 | 47.50 |
| John V. Tripoli, 818900, District 15; injured April 14, 1969 | 36.00 |
| Edward I. Utterback, 826926, District 11; injured December 1, 1969 | 12.00 |
| James J. Vuko, 836936, District 8; injured December 12, 1969 | 22.00 |
| Arthur F. Walsh, 841915, District 14; injured December 4, 1969 | 23.00 |
| Bernard J. Ward, 846121, District 3; injured December 16, 1969 | 39.50 |
| James F. Winke, 874299, District 16; injured November 26, 1969 | 17.50 |
| James Young, 886098, District 19; injured December 7, 1969 | $ 17.50 |
| Timothy J. Barry, 030544, District 10; injured January 29, 1967 | 93.75 |
| Daniel R. Brannigan, 069265, Police Training Division; injured August 8, 1969 | 25.00 |
| Elmer A. Brown, 078373, Detective Division; injured April 3, 1969 | 336.75 |
| James T. Bruce, 081997, Task Force; injured March 14, 1969 | 40.00 |
| Toby Burton, 092432, Bureau of Inspectional Services; injured October 10, 1969 | 623.76 |
| William Bussie, 093288, District 7; injured August 15, 1969 | 1,149.55 |
| John G. Carioscia, 106331, District 11; injured April 28, 1969 | 22.00 |
| John G. Carioscia, 106331, District 11; injured October 25, 1969 | 477.30 |
| Daniel Coffman, 132021, District 3; injured November 13, 1969 | 4,237.50 |
| John J. Cusack, 163783, District 5; injured December 1, 1969 | 60.70 |
| Kenneth A. Darga, 170867, Youth Division; injured December 9, 1969 | 23.00 |
| Leonard L. DeFabio, 176387, District 12; injured September 3, 1969 | 6.00 |
| Frank J. DeMarco, 183116, Field Inquiry Section; injured November 24, 1969 | 29.00 |
| Robert C. Duplex, 212474, District 1; injured August 8, 1969 | 15.00 |
| Robert C. Duplex, 212474, District 1; injured October 31, 1969 | 538.50 |
| William H. Everett, 228194, Animal Control Section; injured December 8, 1969 | 23.25 |
| Sam J. Fiorito, 241017, District 20; injured May 24, 1968 | 40.00 |
| Sheldon Green, 300725, Detective Division; injured January 6, 1969 | 87.50 |
| Charles A. Hardy, 321234, District 17; injured September 26, 1969 | 31.00 |
| Daniel M. Hartnett, 327071, District 6; injured October 4, 1969 | 24.00 |
| James H. Hollandsworth, 352141, Youth Division; injured April 25, 1969 | 66.50 |
| James A. Humphrey, 363701, District 14; injured December 6, 1969 | 6.00 |
| Joseph W. Ippolito, 368752, District 18; injured June 24, 1966 | 212.85 |
| Raymond P. Irmen, 368920, Central Detention Section; injured January 8, 1969 | 42.00 |
| Frank J. Jordan, 391920, District 6; injured December 18, 1969 | 31.00 |
| Joseph J. Jugovich, 394202, District 7; injured September 4, 1969 | 30.00 |
| Joseph M. Kinsella, 421498, District 4; injured October 11, 1969 | 5.00 |
| Adolph M. Learas, 459195, Detective Division; injured July 14, 1967 | 25.00 |
| Harold A. Lukatsky, 481275, Youth Division; injured October 17, 1969 | 12.50 |
| James Lupi, 482255, District 13; injured October 4, 1969 | 19.00 |
| Donald N. Mack, 487115, Police Training Division; injured November 14, 1969 | 45.00 |
| Patrick J. Martin, 506178, Task Force; injured October 10, 1969 | 10.00 |

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|---|---|
| John J. McCabe, 515947, District 4; injured November 25, 1969 | $ 42.00 |
| William J. McCarthy, 519570, Police Training Division; injured June 2, 1969 | 10.00 |
| Alvin W. McCormick, 520996, Traffic Division; injured October 11, 1969 | 30.00 |
| Barry J. Miller, 553161, District 15; injured July 5, 1969 | 7.00 |
| Robert R. Miller, 555151, Detective Division; injured October 11, 1969 | 135.00 |
| Walter R. Miller, 555450, District 10; injured August 30, 1969 | 26.30 |
| Emil W. Nelson, 589720, District 17; injured October 7, 1969 | 38.00 |
| Thomas E. O'Donnell, 610201, District 15; injured December 18, 1969 | 26.00 |
| Ronald E. O'Hara, 611731, Detective Division; injured October 1, 1969 | 25.00 |
| William LeRoy Olsen, 620954, Bureau of Inspectional Services; injured August 5, 1968 | 6.00 |
| James A. O'Neill, 615618, Detective Division; injured October 8, 1969 | 16.00 |
| Clifford R. Payne, 636634, District 7; injured February 6, 1969 | 83.00 |
| John J. Pennie, 639665, District 12; injured November 16, 1968 | 557.00 |
| John J. Pennie, 639665, District 12; injured July 10, 1969 | 10.00 |
| David Peters, 642695, Task Force; injured June 26, 1968 | 35.00 |
| Jerry W. Petrone, 644686, District 17; injured September 26, 1969 | 43.00 |
| Joseph H. Rougeau, 703133, District 5; injured March 15, 1968 | 12.00 |
| Adrian E. Ryan, 709044, Traffic Division; injured October 19, 1969 | 70.00 |
| Edward F. Sarafin, 718497, District 9; injured December 14, 1969 | 50.00 |
| Norman J. Schmit, 727214, District 18; injured December 14, 1969 | 10.00 |
| Jerome J. Siegel, 748225, District 11; injured November 17, 1969 | 10.00 |
| Richard Skrezyna, 754017, District 13; injured October 18, 1969 | 36.00 |
| Raymond Sobczyk, 764520, District 17; injured April 17, 1969 | 659.35 |
| Albert B. Susnis, 791785, District 5; injured August 18, 1969 | 19.50 |
| Richard J. Taylor, 801925, District 20; injured August 31, 1969 | 8.00 |
| James Thomas, 806095, District 5; injured January 27, 1968 | 33.00 |
| Henry K. Uszler, 826827, District 14; injured December 19, 1969 | 22.00 |
| Victor A. Vydrolyak, 836809, Traffic Division; injured April 11, 1968 | 10.00 |
| Thomas E. Walsh, 844300, District 9; injured August 17, 1969 | 14.00 |
| Kenneth M. Webb, 852120, District 5; injured September 6, 1969 | 25.00 |
| Kenneth M. Webb, 852120, District 5; injured November 24, 1969 | 31.00 |
| William S. Wolanski, 878157, Task Force; injured June 20, 1969 | 15.55 |
| Thomas J. Wollschlager, 878982, District 2; injured June 14, 1969 | 25.00 |
| Donald L. Woods, 880138, District 7; injured October 9, 1969 | $ 30.00 |
| Raymond C. Worthem, 881423, District 11; injured December 14, 1969 | 73.00 |
| John D. Zitek, 893366, States Attorney's Office; injured September 11, 1969 | 20.00 |
| Adam E. Zywicki, 895654, District 13; injured December 12, 1969 | 34.50 |
| John G. Arnold, 017553, District 3; injured September 6, 1969 | 29.50 |
| George E. Barzydlo, 031981, Task Force; injured August 18, 1968 | 24.00 |
| John A. Battistella, 033338, Task Force; injured October 14, 1968 | 14.00 |
| Riccardo R. Bayron, 034696, District 10; injured December 24, 1969 | 12.75 |
| Salvatore S. Boncimino, 059570, District 13; injured January 27, 1969 | 719.20 |
| Charles P. Boucher, 063407, District 2; injured August 23, 1969 | 85.00 |
| John M. Brennan, 071751, District 21; injured June 25, 1969 | 35.00 |
| George T. Bryja, 083400, Task Force; injured August 24, 1969 | 12.00 |
| Dennis Cappetto, 104553, Task Force; injured November 17, 1969 | 12.00 |
| Samuel S. Carducci, 105685, District 14; injured June 2, 1969 | 25.00 |
| Michael J. Carone, 108460, District 14; injured December 20, 1969 | 17.00 |
| Bruce M. Carter, 111117, Police Training Division; injured April 20, 1966 | 270.00 |
| Richard C. Catena, 115391, District 18; injured October 30, 1969 | 15.00 |
| Andrew R. Christopherson, 123339, District 21; injured October 1, 1969 | 9.00 |
| Anthony M. Christopher, 123210, District 18; injured August 15, 1969 | 158.00 |
| Patrick M. Connor, 140985, District 11; injured December 14, 1969 | 12.50 |
| John J. Costa, 149868, District 16; injured January 5, 1969 | 15.00 |
| Guy A. Cuthbert, 164404, District 4; injured December 16, 1969 | 25.00 |
| Charles J. Daly, 167969, District 3; injured November 22, 1969 | 12.00 |
| Nick R. D'Andrea, 169619, District 11; injured September 12, 1969 | 387.10 |
| George Davis, 172914, District 2; injured December 27, 1969 | 10.00 |
| Frank E. Doyle, 203458, Task Force; injured November 18, 1969 | 12.00 |
| Charles D. Ferguson, 236567, District 11; injured May 17, 1968 | 20.00 |
| Richard A. Fleischman, 246813, District 20; injured July 24, 1969 | 11.00 |
| Richard A. Fleischmann, 246813, District 20; injured August 4, 1969 | 35.00 |
| Daniel A. Fornelli, 253966, District 21; injured December 8, 1969 | 10.00 |
| Geraldine Gacki, 263937, Youth Division; injured July 14, 1969 | 12.00 |
| Raymond R. Galgan, 265512, District 4; injured July 26, 1969 | 31.00 |
| Herbert W. Gordon, 292065, District 14; injured December 28, 1969 | 12.00 |
| Kenneth Gorles, 292975, District 11; injured July 16, 1969 | 1,272.95 |

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|---|---|
| Jerome F. Gothelf, 294438, Police Training Division; injured September 4, 1969 | $ 25.00 |
| Roy A. Gray, 298994, District 8; injured January 3, 1970 | 31.00 |
| James L. Green, 300253, District 8; injured December 23, 1969 | 39.00 |
| Ronald Hall, 314863, District 11; injured November 20, 1969 | 13.00 |
| Edward J. Hansen, 319495, District 18; injured September 8, 1969 | 20.00 |
| John H. Hayes, 331292, District 11; injured July 7, 1969 | 21.00 |
| Gary D. Hill, 345642, District 18; injured May 6, 1969 | 67.50 |
| Robert L. Hofbauer, 349536, District 3; injured August 29, 1969 | 29.50 |
| William C. Hudson, 361839, District 3; injured December 26, 1969 | 16.00 |
| Thomas F. Ingram, 368310, District 4; injured July 10, 1969 | 20.00 |
| Wilton Jones, 391611, Task Force; injured July 28, 1969 | 12.00 |
| Alex A. Karaczum, 400120, District 10; injured December 26, 1969 | 12.00 |
| Edward S. Kendzior, 412210, Task Force; injured November 22, 1969 | 16.00 |
| William H. Kluth, 426383, District 6; injured August 5, 1968 | 28.00 |
| Albert L. Krajecke, 436494, District 14; injured December 20, 1969 | 38.00 |
| James M. Lamb, 450061, District 7; injured May 4, 1969 | 12.00 |
| John E. Malloy, 494822, District 11; injured March 4, 1968 | 20.00 |
| Robert B. McCracken, 521711, District 18; injured December 20, 1969 | 42.65 |
| Douglas M. McDowell, 525504, Task Force; injured July 1, 1968 | 12.00 |
| Robert B. McDowell, 525594, Traffic Division; injured December 22, 1969 | 12.50 |
| Robert McGaha, 527218, District 11; injured September 30, 1969 | 112.30 |
| Edward J. McGovern, 529330, District 3; injured December 23, 1969 | 21.50 |
| John G. Mitchell, 558690, Police Training Division; injured December 15, 1969 | 40.00 |
| Edward A. Newman, 592687, District 19; injured December 27, 1969 | 11.00 |
| Thomas E. O'Callaghan, 605291, District 15; injured April 8, 1969 | 21.00 |
| John M. O'Shea, 617171, District 15; injured December 26, 1969 | 24.00 |
| Carter L. Osleber, 623743, District 11; injured November 22, 1969 | 35.00 |
| Ralph E. Ostrowski, 624151, District 20; injured December 25, 1969 | 31.50 |
| Thomas M. Palmer, 627980, District 18; injured December 27, 1969 | 15.00 |
| Joseph Panico, 629268, District 21; injured July 4, 1969 | 12.00 |
| Peter J. Parisi, 631129, District 11; injured June 15, 1969 | 24.80 |
| William L. Pedersen, 638051, District 2; injured September 23, 1969 | 30.00 |
| Anthony T. Petrusonis, 645254, District 14; injured December 5, 1969 | 13.00 |
| Alfred E. Pirolli, 651073, District 21; injured November 29, 1969 | 12.00 |
| Phillip Prerost, 611976, District 21; injured November 13, 1969 | $ 670.90 |
| John Dub, 207115, District 14; injured January 13, 1969 | 2.00 |
| John T. Przywara, 665426, District 18; injured August 15, 1969 | 10.00 |
| Alberta G. Radford, 670807, Youth Division; injured October 5, 1969 | 38.00 |
| Bruce V. Richlik, 685722, District 3; injured December 23, 1969 | 17.50 |
| Harlan E. Rothgeb, 702600, District 18; injured August 15, 1969 | 30.00 |
| Ronald J. Schumacher, 731377, District 19; injured December 25, 1969 | 25.00 |
| Willis L. Simpson, 750996, District 13; injured April 30, 1969 | 23.00 |
| Richard A. Skonieczny, 753756, District 9; injured December 29, 1969 | 26.00 |
| Richard A. Skonieczny, 753756, District 9; injured December 14, 1969 | 16.00 |
| Roscoe T. Sloan, 755596, District 2; injured December 12, 1969 | 10.00 |
| Jonny Spencer, 770034, District 18; injured July 14, 1969 | 57.00 |
| Max Steele, 777055, District 14; injured December 13, 1969 | 6.00 |
| Edward H. Strandberg, 783832, District 15; injured December 27, 1969 | 7.00 |
| Robert Strzalka, 786117, District 18; injured July 27, 1969 | 15.00 |
| Richard J. Swallow, 792718, District 14; injured December 21, 1969 | 13.00 |
| William Szczepaniak, 796133, District 20; injured December 19, 1969 | 60.00 |
| Frank T. Tholke, 805230, District 14; injured December 28, 1969 | 16.00 |
| John T. Touhy, 815462, District 11; injured November 5, 1969 | 52.50 |
| Clarence H. Travis, 817109, District 2; injured November 23, 1968 | 18.00 |
| Earl B. Washington, 848916, District 11; injured November 16, 1969 | 28.50 |
| James F. Weaver, 851900, District 13; injured November 2, 1969 | 7.00 |
| Melvin R. Wolynia, 879247, District 10; injured December 26, 1969 | 12.00 |
| Michael C. Whalen, 859501, Police Training Division; injured November 21, 1969 | 74.00 |
| Clarence E. Williamson, 870354, District 3; injured August 1, 1969 | 77.00 |
| Luis A. Zayas, 889735, District 20; injured November 22, 1969 | 17.50 |
| George A. Graske, 298070, District 2; injured September 20, 1969 | 12.00 |
| Paul W. Meyer, 548552, District 11; injured November 2, 1969 | 15.00 |
| Joseph J. Rokas, 696722, Police Training Division; injured October 31, 1969 | 25.00 |
| August Aparo, Firefighter, Hook and Ladder 41; injured July 15, 1969 | 24.10 |
| James Banks, Firefighter, Hook and Ladder 46; injured May 25, 1969 | 14.50 |
| Robert Bannister, Firefighter, Hook and Ladder 28; injured August 9, 1968 | 11.25 |

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|---|---|
| Thomas Barrett, Firefighter, Salvage Squad 6; injured August 28, 1969 | $ 91.40 |
| James Belluomini, Firefighter, Engine 91; injured June 20, 1968 | 29.00 |
| August Bernahl, Firefighter, Hook and Ladder 38; injured July 7, 1966 | 9.00 |
| Lawrence Blaeser, Lieutenant, Engine 93; injured August 4, 1969 | 103.00 |
| Steve Borowski, Lieutenant, Hook and Ladder 45; injured August 21, 1969 | 43.40 |
| Louis Busch, Firefighter, Engine 122; injured July 21, 1969 | 21.00 |
| Joseph Carlson, Firefighter, Hook and Ladder 51; injured July 20, 1969 | 21.65 |
| Thomas Connors, Firefighter, Hook and Ladder 34; injured July 11, 1969 | 13.50 |
| Anthony Corrieri, Firefighter, Engine 105; injured July 26, 1967 | 28.00 |
| William Crawford, Firefighter, Engine 35; injured July 14, 1969 | 471.65 |
| Peter Cunningham, Firefighter, Snorkel Squad 3; injured October 23, 1968 | 22.00 |
| Daniel Danaher, Firefighter, Engine 101; injured September 5, 1969 | 18.85 |
| Edward Dauphinais, Firefighter, Engine 15; injured July 10, 1969 | 15.00 |
| Michael Dore, Firefighter, Hook and Ladder 41; injured July 15; 1969 | 18.85 |
| Thomas Doyle, Firefighter, Engine 104; injured August 1, 1969 | 25.00 |
| Richard DuChene, Lieutenant, Hook and Ladder 23; injured August 10, 1969 | 23.00 |
| Biagio Gariti, Captain, Salvage Squad 6; injured July 5, 1969 | 8.30 |
| Raymond Grinning, Firefighter, Engine 38; injured July 2, 1969 | 12.50 |
| Sam Guzzo, Firefighter, Engine 86; injured August 29, 1969 | 13.00 |
| Marvin Hagele, Firefighter, Hook and Ladder 26; injured July 21, 1969 | 31.00 |
| Robert Hartsell, Firefighter, Flying Man Squad 5; injured August 28, 1969 | 16.00 |
| Edward Hastings, Lieutenant, Engine 77; injured August 29, 1969 | 49.00 |
| William Hicks, Firefighter, Engine 63; injured May 28, 1969 | 16.00 |
| Eugene Hogan, Firefighter, Hook and Ladder 16; injured August 30, 1969 | 21.00 |
| Robert Hurley, Firefighter, Hook and Ladder 32; injured June 27, 1969 | 12.00 |
| Donald Karner, Firefighter, Engine 42; injured July 7, 1966 | 8.00 |
| Gerald Kennedy, Engineer, Engine 85; injured August 1, 1969 | 48.50 |
| Robert Kostolanski, Firefighter, Flying Man Squad 3; injured August 3, 1969. | 30.00 |
| David L'Abbe, Firefighter, Squad 6; injured May 29, 1966 | 22.00 |
| David L'Abbe, Firefighter, Engine 113; injured July 30, 1969 | 39.00 |
| Paul LaDouceur, Lieutenant, Engine 22; injured April 2, 1969 | 45.00 |
| Thomas Lamb, Firefighter, Hook and Ladder 35; injured August 28, 1969 | 27.00 |
| Daniel Lenihan, Firefighter, Hook and Ladder 30; injured March 23, 1969 | 13.50 |
| John Lewis, Firefighter, Hook and Ladder 46; injured May 26, 1969 | 5.00. |

## Authority Granted for Payments of Miscellaneous Refunds, Compensation for Property Damage, Etc.

The Committee on Finance submitted a report recommending that the City Council pass a proposed order transmitted therewith, to authorize payment of miscellaneous claims.

On motion of Alderman Keane the said proposed order was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Lupo, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—36.

*Nays*—None.

The following is said order as passed:

*Ordered,* That the City Comptroller is authorized and directed to pay to the following-named persons the respective amounts set opposite their names, same to be in full settlement for damage to vehicles on the date and at the location indicated, and to charge same to Account No. 100.9112.934 (Police):

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Allstate Insurance, 9933 Lawler Av. | 9-5-69—W. Wilson and N. Kedzie Avs. | $137.06 |
| Charles Butler, 5827 S. Calumet Av. | 12-16-69—5824 S. Dr. Martin Luther King Jr. Dr. | 75.00 |
| Dave C. Anderson, 2111 N. Bingham St. | 12-30-69—2111 N. Bingham St. | 144.35 |
| Max C. Hohl, 35 E. 117th St. | 1-5-70—E. 115th St. and S. Michigan Av. | 39.75 |
| Gail Tracey, 6015 S. Mobile Av. | 1-19-70—E. 11th and S. State Sts. | 66.25 |
| State Farm Insurance and Michael Huber, 9800 Milwaukee Av., Des Plaines, 60016 | 1-19-70—S. Paulina and W. Monroe Sts. | 130.01 |
| George L. Cooper, 3180 N. Lake Shore Dr. | 1-19-70—E. 23rd St. and S. Dr. Martin Luther King, Jr. Dr. | 136.85 |
| Mrs. Alvina Niermira, 6142 N. Kirkwood Av. | 1-27-70—N. Sauganash and N. Knox Avs. | 124.68; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named persons the respective amounts set opposite their names, same to be in full settlement for personal injuries, on the date and at the location indicated, and to charge same to Account No. 100.9112.934 (Streets and Sanitation):

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Margaret Hugar, 4300 W. Haddon Av. | 9-5-69—W. Randolph and N. Dearborn Sts. | $123.00 |
| Mrs. Catherine Scott, YMCA, 4611 S. Wabash Ave.—Apt. 5B | 12-2-69—E. 43rd St. and S. Prairie Av. | 30.00 |

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Mrs. Eleanor A. Jacobson, 1748 N. Keystone Av. | 12-23-69—4030 N. Keystone Av. | $ 42.00; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named persons the respective amounts set opposite their names, same to be in full settlement for damage to vehicles on the date and at the location indicated and to charge same to Account No. 100.9112.934 (Streets and Sanitation):

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Donald Cominskey, 15656 S. Langley Av., South Holland, Ill. | 10-9-68—W. 41st and S. Wallace Sts. | $ 35.00 |
| Allstate Insurance and Russell A. Weinberger, 9933 Lawler Av., Skokie, Ill. 60076 | 3-14-69—200 S. Wabash Av. | 232.00 |
| William Doherty, 725 W. 31st St. | 9-5-69—1633 S. Clark St. | 26.25 |
| Henry R. Snyder, 11156 S. Sangamon St. | 9-5-69—11156 S. Sangamon St. | 150.00 |
| Mrs. Marie Berkley, 6727 S. Honore St. | 9-5-69—W. 60th and S. Honore Sts. | 27.00 |
| Otis Mitchell, 13601 S. Lawndale Av. 60402 | 10-8-69—1455 W. Shakespeare Av. | 150.00 |
| Jesse Milton, 4149 W. 21st St. | 10-8-69—4149 W. 21st St. | 75.00 |
| Walter Kruzel, 3520 Lake Av., Wilmette, Ill. | 10-8-69—5020 W. Wabansia Av. | 149.70 |
| Virginia Lindsted, 3936 W. 87th St. | 10-29-69—W. 49th and W. 50th Sts. | 26.24 |
| Ill. Bell Tel. Co., 212 W. Washington St. | 10-29-69—3114 W. 16th St. | 28.58 |
| Blanche April, 4700 Old Orchard Rd., Skokie, Ill. 60076 | 10-29-69—N. Washtenaw Av. | 62.94 |
| Delores E. Wack, 2219 W. 50th Pl. | 12-9-69—2219 W. 50th Pl. | 100.00 |
| Charles A. Corrado Sr., 5726 N. Spaulding Av. | 12-9-69—N. Forrest Glen Av. and W. Peterson Av. | 19.57 |
| R. Schwaller Ins. Co. and A. L. Dietmeyer, 8632 S. Paulina St. | 12-23-69 | 77.00 |
| Leonard W. Guzell, 2143 N. Western Av. | 12-23-69—2149 N. Western Av. | 111.42 |
| Zurich Ins. Co. and Thomas P. Mongoven, 111 W. Jackson Blvd. | 1-5-70—7211 N. Oakley Av. | 400.00 |
| State Farm Mutual and Robert Bessent, 9800 Milwaukee Av., Des Plaines, Ill. 60016 | 1-5-70—2044 N. Hamlin Av. | 375.32 |
| Edward N. Romberg, 1455 W. Belle Plaine Av. | 1-19-70 | $100.00 |
| Nancy Recchia, 3412 W. 83rd St. | 1-27-70 | 4.50 |
| Roscoe Simmons, 6430 S. Rhodes Av. | 2-25-70—1910 S. Calumet Av. | 24.50 |
| Teddy F. Cholewa, 957 N. Trumbull Av. | 2-25-70—W. Augusta Blvd. | 22.00; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named persons the respective amounts set opposite their names, same to be in full settlement for property damage on the date and at the location indicated, and to charge same to Account No. 100.9112.934 (Streets & Sanitation):

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Western Electric, Hawthorne Works, Hawthorne Station | 5-28-69—El tracks at Douglas Park | $125.00 |
| Louis Apolon, 11518 S. Normal Av. | 7-29-69—11518 S. Normal Av. | 50.00 |
| Leo Jakubowski, 2541 N. Lowell Av. | 10-29-69—2541 N. Lowell Av. | 85.00 |
| Maurice Davis, 9018 S. Yates Av. | 2-25-70—9018 S. Yates Av. | 12.50; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named persons the respective amounts set opposite their names, same being in full settlement for refunds on permit fees as indicated, and to charge same to Account No. 100.9112.934:

| *Name and Address* | *Permit No.* | *Amount* |
|---|---|---|
| Christian Fellowship Church, 912 W. Sheridan Rd. | 402917 | $158.00 |
| The Salvation Army, 7225 W. Belmont Av. | 411809 | 96.75 |
| Aaron Millstone, 9218 S. Bennett St. | 405804<br>405805 | 25.00<br>25.00 |
| Presbyterian St. Lukes Hospital, 1753 W. Congress Parkway | 412850 | 90.00 |
| Russell G. Schwass, 1400 Mandel Av., Westchester, Ill. | 409871 | 258.81 |
| B. W. Handler Const. Co., 120 W. Madison St. | 408729 | 175.12 |
| A. L. Salzman & Sons 3524 W. Peterson Av. | 412733 | 149.90 |

| *Name and Address* | *Permit* | *Amount* |
|---|---|---|
| Dunbar Builders Corp. c/o Herbert M. Rosenthal, 3201 W. Devon Av. | 40994 | $4,307.38; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named persons the respective amounts set opposite their names, same to be in full settlement for various license refunds, and to charge same to Account No. 100.9112.934 (City Collector):

| *Name and Address* | *License or Receipt No.* | *Amount* |
|---|---|---|
| Retail & Wholesale Dept. of Stove Union Local 194, c/o Joe Frierson, 3504 S. Western Av. | H-81032 Liquor (Retail) | $50.00 |
| Paul D. Borik Jr., 1818 S. Desplaines Av. | 107 Peddler | 12.50 |
| Dino Fuggiti, 2416 W. Cullom Av. | 65940 Dog | 2.00 |
| Mrs. Oliver A. Hahne, 858 W. Diversey Parkway | 65890 Dog | 2.00 |
| Emily Lewandowski, 1359 N. Noble St. | 59431 Dog | 2.00 |
| George F. Pethick, 10315 S. Eberhart Av. | 65919 Dog | 2.00 |
| Calvin Roumaine, 4911 N. Leavitt St. | 65590 Dog | 2.00 |
| Lee Shapiro, 3010 W. Sunnyside St. | 59506 Dog | 2.00 |
| Dr. Joseph G. Strem, 6969 N. Ashland Blvd. | 65727 Dog | 2.00 |
| Mrs. Irwin Weiner, 3039 W. Jerome St. | 65760 Dog | 2.00 |
| Isaac Wright, 315 E. 89th Pl. | 65741 Dog | 2.00 |
| Lillian D. Blazek, 4510 W. 77th Pl. | 65740 Dog | 2.00; |

and

*Be It Further Ordered,* That the Commissioner of Water and Sewers is authorized and directed to issue vouchers to the following-named persons the respective amounts set opposite their names, same being in full settlement for water on building permits and/or water rebates as indicated, and to charge same to Account No. 200.8220.935 (Water and Sewers):

| *Name and Address* | *Permit No.* | *Amount* |
|---|---|---|
| Christian Fellowship Church, 912 W. Sheridan Rd. | 402917 | $ 20.00 |

| *Inspection Amount* | *Permit No.* | *Amount* |
|---|---|---|
| The Salvation Army, 7225 W. Belmont Av. | 411809 | $ 7.00 |
| Presbyterian St. Lukes Hospital, 1753 W. Congress Parkway | 412850 | 48.00 |
| Russell G. Schwass, 1400 Mandel Av., Westchester, Ill. | 40971 | 21.00 |
| A. L. Salzman & Sons, 3524 W. Peterson Av. | 312733 | 19.60 |
| Dunbar Builders Corp., c/o Herbert M. Rosenthal, 3201 W. Devon Av. | 409994 | 305.00 |
| B. W. Handler Const. Co., 120 W. Madison St. | 403945 | 366.00 |
| Mrs. Mary Lou Godlewski, 1441 W. 45th St. | Rebate | 50.91 |
| Mr. S. Storino, 855 W. 50th Pl. | Rebate | 64.81 |
| B. W. Handler Const. Co., 120 W. Madison St. | 413700 | 366.00 |
| Elornor Carter, 1233 S. Fairfield Av. | Rebate | 89.74 |
| Mrs. M. Nystrom, 1950 N. Mohawk St. | Rebate | 106.47; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named persons the respective amounts set opposite their names, same to be in full settlement for damage to property and/or vehicles on the date and at the location indicated, and to charge same to Account No. 200.9112.935 (Water and Sewers):

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Barry H. Weber, 2706 W. Jarlath St. | 10-9-68—702 S. Laflin St. | $125.00 |
| Mrs. John D. Kane, 5035 W. Potomac Av. | 5-14-69—1400 N. Lavergne Av. | 31.00 |
| Mrs. Robert Hunt, 6108 W. Byron St. | 1-27-70—5900 W. Grace St. | 3.00 |
| Mrs. Besshart W. Cole, 1042 E. 48th St. | 12-9-69—1042 E. 48th St. | 21.45; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named persons the respective amounts set opposite their names, same to be in full settlement for vehicle license refunds as indicated, and to charge same to Account No. 300.9112.990 (City Collector):

| *Name and Address* | *License No.* | *Amount* |
|---|---|---|
| Seaway Beverages Inc., c/o Charles Davis, 2555 W. Armitage Av. | E-2114 | $ 45.00 |
| William J. Parker, 833 W. Buena Av. | U-414917 | 15.00 |
| Nancy Mulvihill, 1329 N. Harlem Av. Oak Park, Ill. | U-735223 | 30.00 |
| Harry M. Geller, 5618 N. Kimball Av. | X-226344 | 15.00 |
| Edwin P. Doerr, 1350 N. Lake Shore Dr. | U-34320 | 30.00 |
| Paul D. Benavides, 1051 W. Lawrence Av. | U-216878 | 15.00 |
| Orville Beuthien, 336 N. Menard Av. | U-694818 | 7.50 |
| Sebestyen Geza, 6975 N. Bell Av. | U-168646 | 30.00 |
| Beacon Petroleum Co. 7214 S. Cottage Grove Av. | P-1643 | 97.50 |
| Frank P. Battle, 2247 W. 119th St., Blue Island, Ill. 60406 | U-407154 | 30.00 |
| John P. Bohanek Jr., 11944 S. Wentworth Av. | U-420971 | 30.00 |
| Estate of Wm. Burg, c/o Mrs. Wm. Burg, 2704 W. Gunnison St. | U-605125 | 30.00 |
| Edison Fuel & Material Co., L. P. Ostromencki, Treas., 6615 Avondale Av. | N-298<br>N-299 | 82.50<br>82.50 |
| Al. D. Ellison, 6927 S. Wentworth Av. | B-32821 | 16.75 |
| Estate of Paul Ferlise, c/o Mrs. Rose Pellegrini, 6109 S. Meade Av. | U-82948 | 30.00 |
| Willard Fredricksen, 1023 E. 161st Pl. South Holland, Ill. 60473 | U-415326 | 30.00 |
| Estate of H. E. Gebhardt, c/o Mrs. Ann Gebhardt, 2909 N. Sheridan Rd. | U-418382 | 30.00 |
| Eunice T. Goldberg, 8955 S. Chappel Av. | X-36645 | 15.00 |

| *Name and Address* | *License No.* | *Amount* |
|---|---|---|
| Estate of Julius Golub, c/o Mrs. B. Arnstein, 505 N. Lake Shore Dr. | U-485332 | $ 30.00 |
| Gerard J. Hall, 2343 W. 67th St. | U-448773 | 30.00 |
| Helen B. Haugh, 400 W. Deming Pl. | U-161163 | 30.00 |
| George L. Holmes, 12882 Rue LaVille, St. Louis, Missouri | U-479482 | 30.00 |
| Lloyd M. Hughes, 9255 S. Michigan Av. | U-647340 | 30.00 |
| Charles S. Hunter, 10108 S. May St. | U-174345 | 30.00 |
| Oden F. Jester, 550 Chestnut St. Apt 208, Winnetka, Ill. | U-442959 | 30.00 |
| Lois Johnson, 7442 Tacoma Av., Tacoma, Washington | X-230133 | 15.00 |
| Mike Litrento, 4308 W. Iowa St. | U-474097 | 15.00 |
| Marie L. Maggio, 5722 W. Henderson St. | X-216678 | 15.00 |
| John T. Maloney, 7606 S. South Shore Blvd. | U-27292 | 30.00 |
| Dorothy McAdory, 331 W. 91st St. | U-751405 | 15.00 |
| Monarch Laundry Co. c/o J. Hartkooen, 140 W. 111th St. | E-229<br>A-24 | 45.00<br>30.00 |
| P & P Shopping Center, 3949 W. 16th St. | B-28197 | 33.50 |
| Estate of Anton D. Pokorny, c/o Josephine Pokorny, 1963 N. Dayton St. | U-22293 | 30.00 |
| Edward Samuillis, 7135 S. Artesian Av. | X-7049 | 15.00 |
| Estate of Lloyd H. Sartain, c/o Mrs. Frances Sartain, 662 E. Berrien St. Galesburg, Ill. 61401 | U-405451 | 30.00 |
| Ollie M. Scott, 7457 S. Champlain Av. | U-632007 | 30.00 |
| Nancy A. Spector, 85 Sutherland Road, Brookline, Massachusetts 02146 | U-495658 | 30.00 |

| *Name and Address* | *License No.* | *Amount* |
|---|---|---|
| Estate of R. E. Stalzer, c/o Mrs. R. E. Stalzer, 2437 W. 64th St. | U-20345 | $ 30.00 |
| Estate of H. R. Stryzek, c/o Lorraine Stryzek, 4352 W. 78th St. | U-575143 | 30.00 |
| Thermal Process Engineering Co., 4233 W. Lawrence Av. | U-402390 | 30.00 |
| Dr. Donald A. Wells, 819 S. Loomis St. | U-455089 | 30.00 |
| Wilson Leasing Co., c/o Mr. Emmett Mentzer, 4747 W. Peterson Av. | U-175396 U-175397<br>U-175412 U-175413<br>U-175418 U-175429<br>U-175428 U-175430<br>U-175433 U-175438<br>U-175439 U-175452<br>U-175459 U-175471<br>U-175473 U-175481<br>U-175493 U-175496<br>U-175498 U-175508 | $600.00 |
| Regina G. Wolak, 2717 N. Hamlin Av. | U-463214 | 30.00 |
| Roman Zatorski, 2238 N. Leavitt St. | U-402329 | 30.00 |
| Zees Coffee Co., Inc., 160 N. Peoria St. | B-11638 | 33.50; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named person the amount set opposite his name, same to be in full settlement for personal property damage on the date and at the location indicated, and to charge same to Account No. 330.9112.934 (Forestry Department)—(Streets & Sanitation):

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Edwin Black, 5930 N. Maplewood Av. | 1-19-70—7654 N. Sheridan Rd. | $15.00; |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay the following-named persons the respective amounts set opposite their names, same to be in full settlement of their claims for damage to property and/or vehicles, on the dates and locations indicated, and to charge same to Account No. 330.9112.934 (Streets and Sanitation—Bureau of Forestry):

| *Name and address* | *Date and Location* | *Amount* |
|---|---|---|
| Harold Calabrese, 5024 W. Cullom Av. | 9-17-69—5024 W. Cullom Av. | $150.00 |
| George M. Bifano, 5220 S. University Av., Apt 101 | 11-17-69—5220 S. University Av. | 91.41 |
| Mr. & Mrs. Chester H. Lunde, 6712 N. Olympia Av. | 12-9-69—6712 N. Olympia Av. | 90.00 |
| Security Ins. Group, 175 W. Jackson Blvd. | 12-16-69—2060 W. Birchwood Av. | 50.00. |

### *Action Deferred*—ON PROPOSED RESOLUTION DECLARING HUNGER, MALNUTRITION, ETC. IN CHICAGO AS BEING CONTRARY TO PUBLIC POLICY AND THAT LOCAL, STATE AND NATIONAL AGENCIES BE ENLISTED FOR AID FOR IMMEDIATE RELIEF THEREOF.

The Committee on Finance submitted the following report, which was, at the request of two aldermen present (Alderman Despres and Alderman Cousins) *Deferred* and ordered published:

CHICAGO, March 25, 1970.

*To the President and Members of the City Council:*

Your Committee on Finance to which was referred a resolution from Alderman Frost and others identifying the existence of hunger, malnutrition and dietary deficiency as contrary to the public policy of the City of Chicago, having had the same under advisement, begs leave to report and recommend that Your Honorable Body adopt the proposed resolution transmitted herewith.

This recommendation was concurred in by 37 members of the committee, with 2 dissenting vote.

Respectfully submitted.

(Signed) THOMAS E. KEANE,
*Chairman.*

The proposed resolution transmitted with the foregoing committee report reads as follows:

*Whereas,* The existence of hunger, malnutrition and dietary deficiency is contrary to the public policy of this city by reason of its incompatibility with the health, dignity, decency and public welfare of our citizens; and

*Whereas,* The terms welfare, relief, public aid and general assistance have historically been utilized to identify programs which assist those in our society who are unable, for whatever reason, to provide for themselves a livelihood compatible with health and well-being; and

*Whereas,* Programs of the City of Chicago and the County of Cook are currently providing free food at a rate of one million meals a day at a cost of more than $100,000,000 a year; an emergency food center is open day and night to provide free food in cases of urgent need; the County Department of Public Aid provides 875,000 free meals daily for 318,000 persons needing food on a long term basis; the Board of Education free lunch program provides for 116,000 elementary school children in 235 inner-city schools, as well as breakfasts for 5,000 children daily; food stamps available to all low income groups are being used by over 113,000 persons a day to augment their food budgets and additional programs to provide food to pregnant mothers, infants and senior citizens are in being. These programs which are available to all must be expanded by increased State and Federal funding; and

*Whereas,* The concept of "basic maintenance of support" as set out in the Illinois Public Aid Code reflects the community's abhorrence to the fact that any of its members be found suffering from hunger and malnutrition. Toward this end the Public Aid Code establishes standards for food allowance and provides programs intended to satisfy the nutritional and dietary needs of all citizens in the State; and

*Whereas,* State funds made available directly to individuals and families through food allotments or indirectly through programs for emergency food, school lunches and the like have been set at a minimum level and found to be rigid in the face of inflation, unrelated to the realities of the marketplace and generally inadequate to meet a daily dietary level necessary for health and well-being; and

*Whereas,* The cost of hunger and malnutrition to society can be measured not only in terms of human misery, impaired learning potential, increased mortality rate and a declining level of public health but is also directly attributable to increased cost of medical and dental care, special educational needs and increased institutional costs; and

*Whereas,* The State in pre-empting the field of public aid and general assistance eliminated Chicago's Department of Welfare in 1957 and has prescribed comprehensive rules, regulations and standards for the administration of public aid, aid to the aged, blind or disabled, aid to families with dependent children and general assistance on a uniform basis throughout the State. The dietary needs and nutritional well-being of citizens dependent upon these programs requires adequate standards not minimum standards, calls for expanded funding and demands realistic regulations aimed at encouraging participation rather than discouraging it. Legislative ceilings set on assistance as well as the criteria set by the Illinois Department of Public Aid on school breakfast and lunch programs, emergency food allotments, food stamp programs and sustenance allotments generally need be reevaluated and set at levels compatible with the declared policy of the State—"standards of financial aid and services as will encourage and assist recipients to maintain a livelihood compatible with health and well-being . . ."; and

*Whereas,* The Federal government has from time to time initiated food supplement and surplus food programs which serve to increase the resources available to meet the problem of hunger. The successful utilization of these additional benefits is directly related to the ability of the Illinois Department of Public Aid to qualify the State and its needy for the program—success can be measured only by satisfied nutritional needs. The Public Aid Code specifically directs that this be done. When it is not done, the Federal Program is rendered ineffectual by State indifference. Increased Federal activity in the surplus food outlays and reduced administrative delay in delivering these commodities to those whose needs cannot abide further delay are of the utmost urgency; and

*Whereas,* Agencies of government, the media of communication, business, labor and citizens in every walk of life should take steps to assure that the broadest possible level of knowledge and understanding be achieved in the community relative to the existing programs against hunger and malnutrition. Widespread and repeated notification of these programs, their location, eligibility and benefits will do much to set a community tone which encourages the undernourished to make their needs known; now, therefore,

Be It Resolved by the Mayor and Members of the City Council:

1. That the existence of hunger, malnutrition and dietary deficiency be and the same is hereby declared to be contrary to the public policy of the City of Chicago and that all steps necessary to eradicate this public blight and personal tragedy be taken to eliminate the same.

2. That information regarding existing programs for emergency food, food supplements, surplus food, food stamps and school breakfast and lunch be given the broadest possible dissemination throughout the city with particular emphasis in the areas of the greatest concentration of the poor and that CCUO report monthly to the Mayor and City Council on the number of persons found suffering from hunger and malnutrition as ascertained by the door to door survey conducted by its community representatives.

3. That Urban Progress Centers, Neighborhood Service Centers, police and fire stations, war offices and all other governmental offices or facilities be supplied with detailed and particular information as to the availability of and steps necessary to secure nutritional and dietary assistance.

4. That the Governor and the General Assembly be memorialized to adopt and sign amendments to the Illinois Public Aid Code eliminating the cruel and unrealistic ceilings on the basic allotments for food and lodging, and increase significantly school breakfast and lunch appropriations.

5. That the State Department of Public Aid revise eligibility standards and adopt procedures to assure a basic nutritional and dietary standard "compatible with health and well-being;".

6. That state and county welfare offices established for the purpose of distributing emergency assistance be relieved of administrative burdens which delay assistance, be guided by a "presumption of need" when confronted with an applicant for emergency aid and be geographically located on the north, west and south sides of the city to better serve the needy.

7. That the rules and regulations of the State Department of Public Aid be amended so that emergency assistance when granted, absent a showing of fraud, not be deducted from successive regular monthly allotments of public aid and general assistance. This additional latitude is justified in the name of decency, justice and humanity and shall be accompanied by a dramatic increase in available Family-Budget Planning Courses to assist individuals in the determination and elimination of the causes of such emergencies.

8. That the Senators and Representatives in the Illinois Congressional delegation be urged to press for broader Federal legislation and expanded food surplus programs and allotments for both welfare recipients and non-recipients to alleviate the intolerable and unconscionable condition of hunger and malnutrition during a time of plenty.

9. That business, labor, commerce, industry, religious and fraternal organizations and Chicagoans in every walk of life be encouraged to assist the needy in an awareness of the programs available to meet their nutritional needs and that each person make it his purpose to identify those among us who through fear, uncertainty, incapacity, lack of information, pride or embarrassment are and have been reluctant or unwilling to come forward and receive the help which this city, state and nation is most anxious to provide.

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### *Action Deferred*—ON PROPOSED ORDINANCE AUTHORIZING AGREEMENT WITH WESTERN CONCESSIONS, INC. FOR CONSTRUCTION AND OPERATION OF HOTEL FACILITIES AT CHICAGO-O'HARE INTERNATIONAL AIRPORT.

The Committee on Finance submitted the following report, which was, at the request of two aldermen present (Alderman Scholl and Alderman Hoellen) *Deferred* and ordered published:

CHICAGO, March 25, 1970.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred a communication dated May 28, 1969 from the Office of the Mayor transmitting an ordinance authorizing an agreement with Western Concessions, Inc., a division of the Gulf & Western Industries, Inc., which provides for the construction and operation of hotel facilities at Chicago-O'Hare International Airport, having had the same under advisement, begs leave to report and recommend that Your Honorable body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by 23 members of the committee, with 4 dissenting vote.

Respectfully submitted,
(Signed) THOMAS E. KEANE,
*Chairman.*

The proposed ordinance transmitted with the foregoing committee report reads as follows:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Mayor is authorized to execute, on behalf of the City of Chicago, subject to the approval of the City Comptroller and as to form and legality of the Corporation Counsel, an agreement with Western Concessions, Inc., providing for the construction and operation of hotel facilities at Chicago-O'Hare International Airport, said agreement to be in substantially the following form:

This Agreement, dated as of the ........... day of ..........................................., 1970, by and between the City of Chicago, a municipal corporation of the State of Illinois (herein called the "Lessor"), and Western Concessions, Inc., an Illinois corporation (herein called the "Lessee");

WITNESSETH:

Whereas, the Lessor owns and operates the Airport known as Chicago-O'Hare International Airport (a plat of said Airport being attached hereto as Exhibit A and made a part hereof), situated in the City of Chicago, County of Cook and County of DuPage, State of Illinois, referred to as "O'Hare Airport"), with the power to lease premises and facilities and to grant rights and privileges with respect thereto, all as hereinafter provided; and

Whereas, the City of Chicago has determined that it is convenient and necessary that there be constructed and operated upon said Airport hotel facilities for the accommodation of the traveling public; and

Whereas, the Lessor desires to lease to the Lessee, and the Lessee desires to lease from the Lessor, the premises hereinafter described, for the construction and operation of hotel facilities at O'Hare Airport on the terms and conditions hereinafter provided;

Now, Therefore, in consideration of the mutual promises herein contained, it is agreed as follows:

### ARTICLE I

### *Definitions.*

The following terms shall have the meanings hereinafter set forth, unless the context otherwise requires, namely:

1. "Lease Premises" shall mean an area of land and space as set forth and marked on Exhibit B attached hereto and made a part hereof.

[Exhibit A attached to this ordinance printed on page 8141 of this Journal]

2. "Hotel" shall mean the hotel to be constructed by Lessee on the Leased Premises and operated by the Lessee in accordance with the provisions of this Lease.

3. (a) "Lease Year" shall, with respect to the first Lease Year, be a period beginning with the date of Substantial Completion of Construction (as defined in Paragraph 3(b) of this Article) and commencement of operations of the Hotel and ending on the 31st day of December, in such year, and each succeeding Lease Year thereafter shall begin on the first day of January and end on the 31st day of December in each calendar year, except that the last Lease Year shall be a period beginning on the first day of January in the calendar year in which the Term of this Lease expires or is terminated, and ending on the expiration or termination date of the Term of this Lease.

(b) "Substantial Completion of Construction" shall mean the date on which the Hotel has been completed in accordance with the plans and specifications therefor and fully furnished and equipped, except for such work as does not interfere with the Lessee's beneficial use and occupancy thereof, as evidenced by a certificate of the Consulting Engineer certifying thereto, and issuance of a Certificate of Occupancy by the appropriate municipal authorities.

4. "Unavoidable Delays" shall mean delays caused by Acts of God, fire or other casualty, action of the elements, riot, civil commotion, war, or any other cause beyond Lessee's reasonable control.

5. (a) "Furniture and Furnishings" shall mean all furniture, furnishings, specialized hotel equipment (as hereinafter defined), office furniture and equipment, cash registers, safes, carpets, rugs and other floor coverings, venetian blinds, drapes, curtains and tapestries, operating equipment (which term shall mean and include chinaware, glassware, linens, silverware and uniforms) and such other supplies as may be required in order to operate the Hotel, and such other furnishings, equipment and fixtures, which are not "permanent improvements", as may be necessary and proper for the complete and comfortable use, enjoyment, occupancy and operation of the Hotel, and any and all renewals and replacements thereof, alterations, changes or improvements therein, additions thereto and substitutions therefor. The term "specialized hotel equipment" shall mean and include all equipment required in the judgment of the Lessee for the operation of kitchens, dining room, bars, laundry and drycleaning facilities, special lighting and other equipment, except such items as are "permanent improvements".

(b) "Permanent Improvements" shall mean and include:

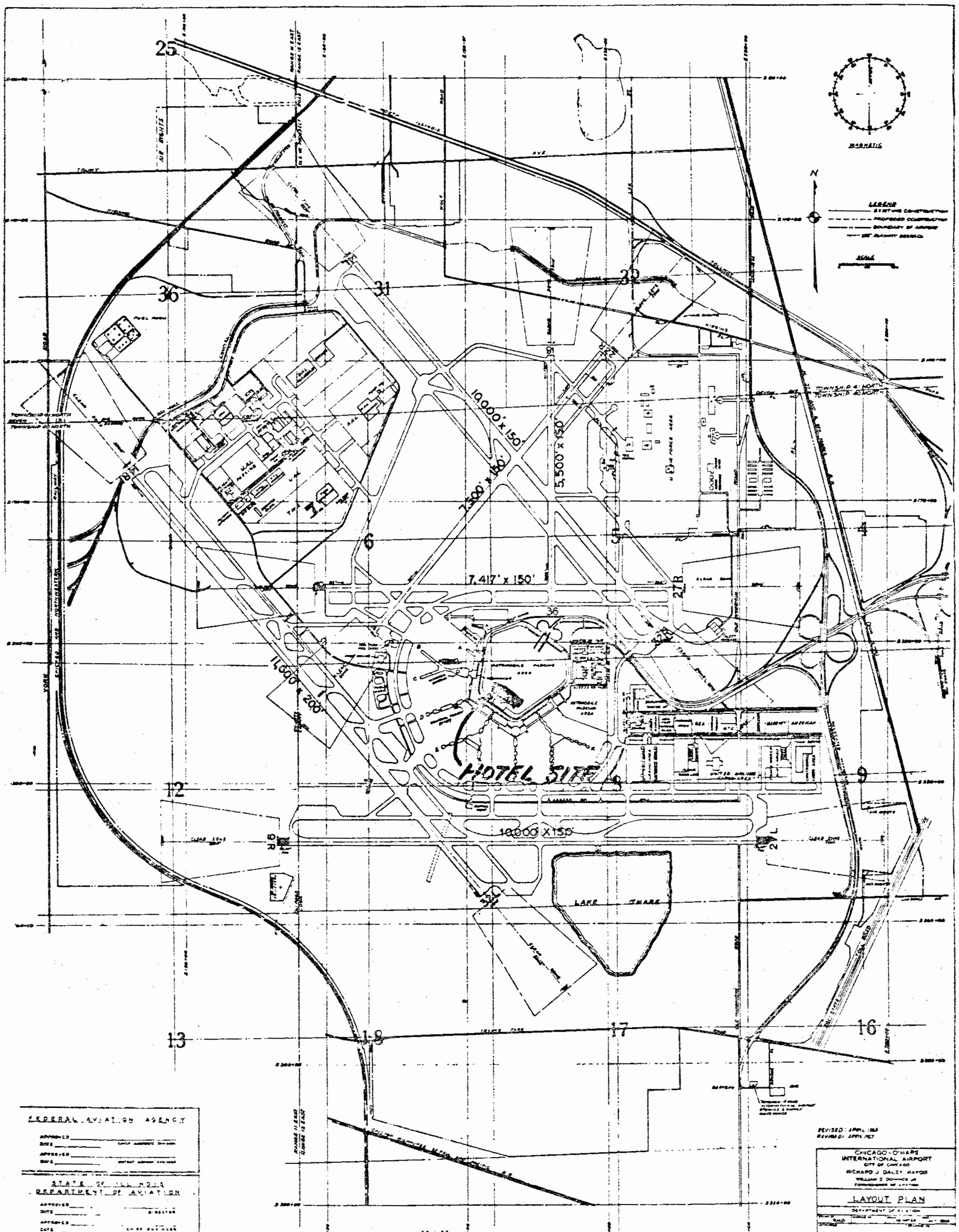
(i) Any and all improvements shown on the final detailed plans and specifications for the Hotel approved by the Commissioner of Public Works.

(ii) All other property and equipment installed in the Leased Premises by Lessee, its sub-lessees or other persons occupying portions of the Leased Premises as permitted under this Lease, except the following:

(1) Furniture and Furnishings as defined in sub-paragraph (a) above; and

(2) All equipment attached to the realty merely by reason of connection to the realty for

(Continued on page 8142)


25
TOUHY AVE
NORTHWEST HIGHWAY
36
31
32
10,000' x 150'
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5,500' x 150'
7,417' x 150'
36
27 R
11,600' x 200'
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LAKE O'HARE
13
18
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MAGNETIC
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SCALE
U.A.L.
TOWNSHIP 41 NORTH
TOWNSHIP 40 NORTH
AUTOMOBILE PARKING AREA
UNITED AIRLINES
AMERICAN
FEDERAL AVIATION AGENCY
APPROVED
DATE
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STATE OF ILLINOIS
DEPARTMENT OF AVIATION
APPROVED
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DIRECTOR
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DATE
CHIEF ENGINEER
REVISED: APRIL 1963
REVISED: APRIL 1957
CHICAGO-O'HARE
INTERNATIONAL AIRPORT
CITY OF CHICAGO
RICHARD J. DALEY, MAYOR
WILLIAM E. DOWNES JR.
COMMISSIONER OF AVIATION
LAYOUT PLAN
DEPARTMENT OF AVIATION
2-73-61

EXHIBIT "A"

(Continued from page 8140)

the purpose of obtaining the utilities required to operate the equipment.

6. "Leasehold Mortgage" shall mean a mortgage, or a deed of trust to secure an issue or issues of notes, bonds or other evidences of indebtedness, as approved by Lessor on this Lease and the Lessee's interest in the leasehold estate created by this Lease, which may also include the Lessee's interest as sub-lessor in any present or future sub-leases authorized by or permitted under the provisions of this Lease.

7. "Consulting Engineer" shall mean the Consulting Engineer acting as such under Section 7.03 of the Revenue Bond Ordinance as passed by the City Council of the City of Chicago under date of December 29, 1958.

8. "Airport Consultant" shall mean the Airport Consultant acting as such under Section 7.03 of the Revenue Bond Ordinance as passed by the City Council of the City of Chicago under date of December 29, 1958.

9. The "Commissioner of Public Works" shall mean, for the purpose of this Lease, the Commissioner of Public Works of the City of Chicago, Illinois (or any successor thereto, in whole or in part, as to his duties hereunder) and his duly authorized assistants.

10. The "Commissioner of Aviation" shall mean, for the purpose of this Lease, the Commissioner of Aviation of the City of Chicago, Illinois (or any successor thereto, in whole or in part, as to his duties hereunder) and his duly authorized assistants.

11. The "Comptroller" shall mean, for the purpose of this Lease, the Comptroller of the City of Chicago, Illinois (or any successor thereto, in whole or in part, as to his duties hereunder) and his duly authorized assistants.

12. "Person" shall mean any person, firm, partnership, joint venture, corporation, or other legal entity, their respective heirs, personal representatives, successors and assigns.

13. "Gross Revenues" shall mean and include all revenues of any kind derived from the operations of the Hotel including net receipts from sub-leases, and concessions whether on a cash basis or on credit (provided same are paid or collected) determined in accordance with sound accounting practices, and in form and manner reasonably satisfactory to the City Comptroller, excluding, however, (a) Federal, state and municipal excise, sales and use taxes collected directly from patrons or guests or as a part of the sales price of any goods, services or displays, such as gross receipts, admission, cabaret or similar or equivalent taxes, (b) proceeds of any insurance policies, (c) gains arising from the sale or other disposition of capital assets, (d) any reversal of any contingency or tax reserve, and (e) credits, discounts, refunds and allowances from suppliers and creditors.

## ARTICLE II

### *Demise: Term of Lease, Rent.*

1. Demise. For and in consideration of the rents herein reserved and the covenants, conditions and agreements to be performed on the part of the Lessee, the Lessor hereby leases to the Lessee, and the Lessee hereby leases and accepts from the Lessor, the Leased Premises, for the Term of this Lease (unless this Lease shall sooner terminate as hereinafter provided).

2. Term. The term of this Lease shall be twenty (20) years commencing on the date of Substantial Completion of Construction (as evidenced by receipt by the parties hereto of the Certificate referred to in paragraph 3(b) of Article I) and commencement of operations of the Hotel and expiring twenty (20) years following the commencement of said Term; it being agreed that within thirty (30) days after the date of Substantial Completion of Construction and commencement of operations of the Hotel the parties hereto shall enter into an agreement stipulating the dates of commencement and expiration of the Term of this Lease.

3. Rental. Lessee agrees to pay to the Lessor, with respect to each Lease Year during the Term of this Lease, at the time and place and in the manner hereinafter specified, as rental for the Leased Premises and for the rights and privileges granted the Lessee under this Lease, the following sums:

A. Minimum Rent: A fixed minimum rental for each Lease Year of $1,000,000 per year or

B. Percentage Rent: An annual Percentage Rent (herein called "Percentage Rent") for each Lease Year equal to 10% of Gross Revenues, whichever is greater.

4. Payment of Rent. The Minimum Rent due to the Lessor shall be paid in equal monthly installments in advance on the first day of each and every month of each Lease Year; provided, however, that if the first Lease Year shall commence on a date which is not the first day of a month or if the term of this Lease shall expire, whether by lapse of time or otherwise, on a date which is not the last day of a month, the minimum Rent, for such fractional month shall be paid on the actual date of commencement of the first Lease Year and in either case shall be prorated. The Percentage Rent, if any, due to the Lessor for each Lease Year shall be paid within ninety (90) days after the end of each such Lease Year. Any such payment of Percentage Rent shall be accompanied by a statement, certified by the Treasurer or an Assistant Treasurer of Lessee or Lessee's auditor at the Hotel, setting forth the computation of the Percentage Rent of such Lease Year. The Minimum Rent shall be prorated for any Lease Year of less than twelve (12) months and applied against the Percentage Rent due for such short period.

The Minimum Rent and the Percentage Rent shall be payable at the Office of the Comptroller of the City of Chicago, Illinois.

5. Books and Records. Lessee shall keep full and adequate books of account and other records reflecting the results of the operation of the Hotel, all in form and manner reasonably satisfactory to the City Comptroller.

All books and records maintained by Lessee with respect to the Hotel, and all such books and records relating to Gross Revenues, shall be available to Lessor during reasonable business hours for the purpose of examining or making extracts therefrom. If any of such books and records are not available at the Leased Premises, Lessee shall, upon request of the Lessor, make such records available to Lessor at the Leased Premises. Lessee agrees that it will require all sub-lessees or other persons operating on the Leased Premises with the permission of the Lessee as authorized or permitted under this Lease, whose rental or other consideration for the use of such space is computed on a percentage basis, to keep complete and accurate books and records with respect to such operations and to make them available to Lessor for examination at any time requested by Lessor during reasonable business hours.

### ARTICLE III

### *Construction of Hotel on Leased Premises.*

1. Lessee, hereby agrees, without cost to Lessor and except for Unavoidable Delays in each case, to commence construction of the Hotel within six (6) months after execution of this agreement and to complete same on or before twenty (20) months thereafter. Said Hotel shall be a structure of not more than the height permissible under existing applicable Federal airport regulations and shall contain not less than six hundred eighty-eight (688) guest rooms within said height limitations with such food and beverage facilities (subject to the limitations hereinafter set forth), public rooms and other facilities as may be reasonably approved by Lessor as appropriate to a first-class commercial type hotel with standards comparable to those prevailing in first-class commercial type hotels in the City of Chicago, Illinois.

Lessee, at its expense, shall also, as soon as possible, upon completion of the Hotel, fully furnish and equip the same and at all times thereafter keep and maintain the same with appropriate Furniture and Furnishings.

It is expressly understood and agreed that the operation of the restaurants, bars and cocktail lounges in, on or about the Leased Premises shall be on a non-exclusive basis insofar as O'Hare is concerned, but nothing contained herein shall be construed as preventing Lessee from operating or granting rights to others to operate such facilities on a basis which is exclusive insofar as the Leased Premises are concerned, subject to the terms and conditions of this Lease and the written approval of Lessor, which approval shall not be unreasonably withheld. It is further understood and agreed that Lessee shall have the right to sell on the Leased Premises primarily for consumption on the Leased Premises, all kinds of food and beverages, including alcoholic beverages, provided, however, that such sales shall be subject to the following:

(i) Lessee shall have the right to make unlimited and unrestricted sales of goods and beverages, including alcoholic beverages, at the Hotel to guest rooms occupied by guests and their invitees of such Hotel; and in addition thereto,

(ii) To sell food and beverages, including alcoholic beverages, from restaurant, bar and cocktail, lounge facilities located at the Hotel which are open to the public, provided, that the combined seating capacity of all of said facilities at the Hotel shall not exceed one seat for each sleeping room in said Hotel; and in addition thereto,

(iii) To sell food and beverages, including alcoholic beverages, in meeting and banquet rooms at the Hotel, for banquets and meetings not open to the public, to the extent set forth in that certain Agreement dated July 28, 1961 (C.J.P. 5379-5394), as amended, between the Lessor and International Airports Restaurants Carson, Pirie Scott & Co.

Lessee shall expend no less than Fourteen Million Dollars ($14,000,000.00) for the cost of planning, designing, construction, furnishing and equipping of the Hotel to be erected on the Leased Premises; provided, however, that in any event, Lessee shall complete the Hotel as herein provided even though the final cost thereof based on the plans and specifications approved by the parties hereto as hereinafter provided exceeds such figure.

Architectural Design. The Hotel shall be of outstanding design and shall be in conformity with the general architectural requirements of the Lessor for construction of buildings and structures at O'Hare Airport as approved by the Commissioner of Public Works. Such approval shall be given within Sixty (60) days of the date of submission of said plans and specifications and if same is not given within such time, the additional time required shall be deemed "unavoidable delay". All construction shall meet the applicable requirements of building codes and ordinances of the City of Chicago and State and Federal Laws.

2. Approval of Plans by Other Governmental Authorities. Lessee agrees, at its sole cost and expense, to erect, build and equip the Hotel in a good and workmanlike manner in accordance with the plans and specifications referred to above. Lessee shall, prior to commencement of construction, procure all necessary and requisite approval of the plans and specifications for the Hotel by any and all federal, state and municipal and other governmental authorities, officers and departments having jurisdiction thereof and obtain any and all requisite building, construction or other licenses, permits or approval regarding such construction.

3. Temporary Use of Adjacent Land During Construction of Hotel. During the period of construction of the Hotel to be constructed on the Leased Premises, Lessor shall make available to Lessee, its agents, contractors, and subcontractors, without charge, such vacant adjacent land as the Commissioner of Aviation considers useful and necessary to provide ingress and egress to the Leased Premises during the construction of said Hotel, temporary parking facilities and temporary storage space for building materials and equipment. During said period of construction, Lessee, its agents, contractors or subcontractors, at their sole cost and expense, may erect and maintain on said temporary area such temporary construction sheds and other temporary facilities as may be required in the course of such construction work and as shall be reasonably approved by the Commissioner of Aviation. Upon completion of construction of the Hotel, Lessee shall remove said temporary construction facilities and debris, leveling off and leaving the area in a clean and useful condition. In connection with the use of said temporary area, Lessee shall not interfere with normal operations of the Airport or the structures thereon and shall be subject at all times to the orders or regulations of the Commissioner of Aviation regarding such ingress and egress and the regulation thereof. Lessee shall be liable to Lessor for any damage arising out of the use of said temporary area by it or its contractors, subcontractors and agents, and Lessee covenants and agrees to indemnify and save the Lessor harmless against all claims of third persons and any judgments and costs obtained against Lessor by reason thereof; provided, however, that if the Lessee shall adequately secure and protect the Lessor therefrom by bond or other means satisfactory to Lessor, Lessee shall have the right to contest by appropriate legal proceedings any such claims of third persons.

4. Construction Contracts. Lessee agrees that the construction contemplated herein shall cause inconvenience to the public and to the City of Chicago in the operation of the Airport and other tangible and intangible losses to the public and the City of Chicago. Consequently, Lessee further agrees that it shall, prior to letting, submit to the Commissioner of Public Works for his approval (which shall not be unreasonably withheld) the proposed construction contract documents and the work schedule attendant therewith.

5. Mechanics' Liens. At all times during and after construction, the Leased Premises shall (except as expressly permitted in this Lease) be kept

free by the Lessee from any and all mechanics' and other liens, charges and claims for the payment of money or otherwise, real estate and chattel mortgages, conditional bills of sale, security agreements, or of violations of governmental requirements and of any other encumbrances of any and all kind, nature and description growing out of or connected with construction of the Hotel; provided, however, that if the Lessee shall adequately secure and protect the Lessor and the Leased Premises therefrom by bond or other means satisfactory to Lessor, Lessee shall have the right to contest by appropriate legal proceedings in connection therewith. Nothing contained in this Paragraph 5 shall be applicable to Furniture and Furnishings (as defined in this Lease), and Lessee shall have the right in connection with any purchase of Furniture and Furnishings to execute chattel mortgages, conditional contracts or bills of sale or security agreements of any nature pertaining to said Furniture and Furnishings, provided the same shall impose no liability on the Lessor and shall not constitute a lien or encumbrance of any kind upon the Leased Premises.

6. Lessee's Financing and Rights of Leasehold Mortgagee. The Lessee shall have the right to mortgage this Lease to a bank, trust or insurance company, college or university, organized and existing under the laws of the United States or, subject to prior approval of Lessor, to mortgage this Lease to any other lender. No Leasehold Mortgage shall be binding upon Lessor in the enforcement of its rights and remedies herein and by law provided, unless and until an executed counterpart or photostatic copy thereof shall have been delivered to the Lessor, notwithstanding any other form of notice, actual or constructive.

If a Leasehold Mortgagee shall have given to Lessor, before any default shall have occurred under this Lease, a written notice, specifying the name and address of such mortgagee, Lessor shall give to such Leasehold Mortgagee a copy of each notice of default by Lessee at the same time as and whenever such notice of default shall thereafter be given by Lessor to Lessee addressed to such Leasehold Mortgagee at the address last furnished to Lessor. Lessor will accept performance by any such Leasehold Mortgagee of any covenant, condition or agreement on Lessee's part to be performed hereunder with the same force and effect as though performed by Lessee, if, at the time of such performance, Lessor shall be furnished with evidence reasonably satisfactory to Lessor of the interest in the Lease claimed by the institution tendering such performance.

In case of the termination of this Lease by reason of the happening of any event of default, Lessor shall give notice thereof to any Leasehold Mortgagee who shall have notified Lessor of its name and address, which notice shall be addressed to such Leasehold Mortgagee at the address last furnished to Lessor. If, within twenty (20) days after the mailing of such notice, such Leasehold Mortgagee shall pay, or arrange to the reasonable satisfaction of Lessor for the payment of all rents and any and all other moneys due and payable by Lessee hereunder, as of the date of such termination, together with an amount of money equal to the amount which but for such termination would have become due and payable under this Lease, from such termination date up to and including the date of mailing of such notice, Lessor shall, upon the written request of such Leasehold Mortgagee made any time within sixty (60) days thereafter and accompanied by an assumption agreement executed in recordable form, permit the substitution of such Leasehold Mortgagee as Lessee hereunder for the remainder of the term of this Lease, at the same minimum rent and percentage rent and upon the covenants, conditions, limitations and agreements herein contained, provided that such Leasehold Mortgage shall have paid to Lessor all rent, additional rent and other charges due under this Lease up to and including the date of the commencement of the term of such new lease, together with all expenses, including attorney's fees, incident to the execution and delivery of such new lease, but nothing herein contained shall be deemed to impose any obligation on the part of the Lessor to deliver physical possession of the Leased Premises to such Leasehold Mortgagee, nor to release the Lessee hereunder from any liability or obligation to Lessor.

7. Title to Property. Upon Substantial Completion of Construction, title to any buildings, structures and other permanent improvements, constructed or placed on the Leased Premises shall vest in and become the property of the Lessor, as part of the real estate and the Leased Premises, without any compensation therefor.

It is expressly understood and agreed, however, that the foregoing shall not be applicable to Furniture and Furnishings and the Furniture or Furnishings shall be and at all times remain the property of Lessee.

8. Utilities:

(a) Water, Drainage and Sewage for Hotel. Lessor, at its sole cost and expense, shall extend utility lines to the basement of the Hotel, and Lessee, at its expense, shall make all connections with said utility facilities and shall make extensions of said utility facilities within the Leased Premises and shall cause to be installed meters for the purpose of measuring the quantities of all such water, energy in the form of high temperature water and chilled water used by the Lessee at the Hotel.

(b) Other Utility Services. Lessee, at no expense to Lessor, shall also have the right to request and receive, at its own expense, telephone and communications services, industrial gas service, electric power service and any other utility services from utility companies servicing O'Hare Airport, whether the companies furnish such services through their own conduits or pipes or through conduits and pipes owned by the Lessor. The telephone, communications, industrial gas, electric power and any other utility connections shall be at points and over routes approved by the Commissioner of Public Works, as being the most practical place and route available.

(c) Utility Charges. Lessee shall pay for all water and energy in the form of high temperature water and energy in the form of chilled water used at the Hotel on a metered basis at rates no higher than those charged to other comparable users at O'Hare Airport.

Lessee shall have the right, at no expense to Lessor, to make connections at points and over routes approved by the Commissioner of Public Works as being the most practical place and route available to sanitary and storm sewer lines serving the Airport proper.

The use of Lessor's storm drainage system shall be furnished to the Lessee without charge. The use of the Lessor's sanitary sewer system for the Hotel shall also be furnished to the Lessee without charge; provided, however, that if during the Term of this Lease the Lessor shall establish fees or charges for the use of said sanitary sewer system, Lessee shall pay for such utility service at rates or charges no higher than those charged to other users at O'Hare Airport.

All bills for utility services furnished to Lessee by Lessor shall be paid promptly by Lessee.

The obligation of Lessor to furnish any of the aforesaid utility services shall be excused during any period when Lessor shall be prevented from furnishing such service by strikes, fires, labor troubles, accidents, inability to procure fuel or other cause beyond the reasonable control of Lessor and while Lessor shall in good faith be in the process of making necessary repairs to apparatus or equipment necessary for the furnishing of such service. Lessor shall not be liable to Lessee in damages or for abatement of rental (except as expressly provided in Article VIII hereof) on account of the failure to supply any such service so long as Lessor shall promptly and in good faith commence and proceed with the restoration of such service.

9. Ingress and Egress.

(a) Lessor hereby grants to Lessee the right of access and ingress to and egress from the Leased Premises by Lessee and its employees, contractors, suppliers, servicemen, sub-lessees, guests, patrons and invitees, provided that such rights of access, ingress and egress are at all times exercised in conformance with any and all regulations promulgated by the Commissioner of Aviation, or other lawful authority, for the care, operation, maintenance and protection of the Airport and the public and applicable to all users of said Airport. Lessor, at its sole cost and expense, shall construct and maintain completed roadways, sidewalks and other common use areas in the vicinity of the Leased Premises so as to provide said ingress to and egress from the Leased Premises.

(b) Lessor, at its sole cost and expense, shall construct one or more pedestrian tunnels between the existing terminal buildings and the proposed parking facility, which is to abut the Leased Premises; and Lessor hereby grants to Lessee the right of access and the right to connect corridors and/or entrances to said tunnel(s). Connections (at least one (1)) are to be provided at Lessor's expense, to the Property Line of the Leased Premises. Lessor reserves unto itself the right to run not more than two (2) such tunnel(s) below or through the substructure of the Leased Premises, provided notice thereof is given prior to completion of construction plans and specifications.

(c) Courtesy Cars. Lessee shall have the right, at all times during the Term of this Lease, to operate a courtesy car service between the Hotel and all of the terminal facilities at O'Hare Airport; and Lessor shall provide as Lessor and Lessee may agree, without charge, reserved space at each of said terminal facilities for the parking of courtesy cars for the purpose of loading and unloading baggage and picking up and delivering passengers to and from the Hotel.

10. Advertising Signs. Lessee shall not, without prior written approval of the Commissioner of Aviation (which approval shall not be unreasonably withheld), construct, maintain, operate and use, advertising signs with respect to the Hotel or directional signs within the perimeter of the Airport. Lessee agrees, however, if such signs are so approved, to assume all risk of damage and to indemnify and save the Lessor harmless from any and all loss, cost, damage, liability or expense arising or resulting from the existence, construction, maintenance, operation or removal of any such sign or signs.

## ARTICLE IV

### *Use and Operation of Leased Premises.*

1. Exclusivity.

(a) Subject to the provisions of paragraph 1(d) of this Article IV, the parties acknowledge and agree that this Lease grants to Lessee, upon the terms and conditions herein set forth, the sole and exclusive right to conduct hotel, inn and motel operations and to operate private sleeping or lounging room accommodations of every kind and description whatsoever at O'Hare Airport during the time this Lease is in full force and effect. Accordingly, subject to the provisions of paragraph 1(d) of this Article IV, Lessor covenants and agrees that during such time it will not directly or indirectly lease or grant to any person (other than the Lessee or any successor assignee of Lessee which may result from any merger, consolidation or reorganization or sale of all or substantially all of its assets, or any of their respective wholly-owned subsidiaries) the right to conduct hotel, inn or motel operations or to operate private sleeping or lounging room accommodations of any kind or description whatsoever at O'Hare Airport.

(b) Subject to the provisions of paragraph 1(d) of this Article IV hereof, Lessor further agrees that during the time this Lease is in full force and effect it will not directly or indirectly lease or grant to any person (other than the Lessee or any successor or assignee of Lessee which may result from any merger, consolidation or reorganization or sale of all or substantially all of its assets, or any of their respective wholly-owned subsidiaries) the right to advertise or solicit business at O'Hare Airport for any other hotel, inn or motel operation or any private sleeping or lounging room operation, except that Lessor may permit any hotel or motel wherever located to maintain direct phones and advertisements within the lower concourse area of each terminal building at O'Hare Airport.

(c) Lessee shall have the right to maintain direct phones and advertisements in the area or areas of O'Hare Airport set aside for direct phones to hotel and motels on the same basis as said services are furnished other hotels and motels using said services.

(d) Notwithstanding anything herein in this Lease to the contrary, the parties hereto realize that at some future time during the term of this Lease, Lessor may, but is not obligated to, enlarge the facilities now constituting O'Hare Airport. It is understood and agreed that in the event such facilities are so expanded and that during the one (1) year following the completion of such expansion, the Hotel shall have an average occupancy rate in excess of ninety (90%) per cent and in the judgment of the Lessor such expansion reasonably requires one or more additional hotel, private sleeping or lounging room accommodations, then and only in such event the exclusivity provisions of this Article IV shall not apply to said additional hotel, private sleeping or lounging room accommodations, it being understood and agreed and Lessor hereby covenants and agrees that it will not enter into any lease, sale or other arrangement with any other person, firm, corporation or other business entity with respect to the construction, erection or maintenance thereof without first offering the same to Lessee for sixty (60) days on terms and conditions no less favorable than those which Lessor certifies that it is willing to accept from another as evidenced by a bona fide offer received by Lessor from such other party. Such offer shall be in writing and shall contain a certificate subscribed by the Controller of the Lessor setting forth the terms and conditions offered by such other party which the Lessor is willing to accept. Within sixty (60) days after the date of receipt by Lessee of such written offer from the Lessor, Lessee may accept such offer in writing and in such event, Lessee and Lessor shall promptly thereafter enter into an agreement of the terms and conditions aforesaid .

It is further understood and agreed that nothing herein contained shall preclude the Lessor and Lessee from negotiating independently for a lease or other arrangement with regard to the construction of such additional hotel, private sleeping or lounging room accommodations.

2. Information Booths. Lessor hereby grants to Lessee the exclusive right to conduct hotel, inn and motel information and reservation service booths at O'Hare Airport at locations and rental rates to be mutually agreed upon. Lessee agrees, however, that if at any particular time the Hotel located at O'Hare Airport is fully occupied and unable to provide hotel accommodations adequate to serve the needs of the public, Lessee than and thereafter in conducting such information and reservation services shall advise the public as to available hotel and motel accommodations outside of and in the vicinity of said Airport and in the City of Chicago and other surrounding cities.

3. Use and Operation. Lessee covenants to use the Hotel to be constructed on the Leased Premises solely for the operations of a first-class commercial type hotel and for all activities in connection therewith as may be reasonably approved by the Commissioner of Aviation in writing which are customary and usual to such operations, and to operate and provide in the Hotel facilities and services comparable to those provided in first-class commercial type hotels in the City of Chicago, Illinois. It is recognized, however, that the facilities and services offered at the Hotel will be limited by the nature of the facilities and the limitations on food and beverage facilities and services at the Hotel provided in paragraph 1 of Article III, but in any event such services shall be rendered in a first-class manner.

Lessee agrees to use its best efforts in every proper manner to maintain and develop the business conducted by it under this Lease and to increase same and not to divert or cause, or allow to be diverted any business from O'Hare Airport.

It is understood that Lessee shall have within the terms and provisions of this Lease absolute control and discretion in the operation of the Hotel. Without limiting the generality of the foregoing, such control of and discretion by Lessee shall include and extend to, among others, the use of the Hotel for all customary purposes (subject to the limitations on food and beverage facilities and services at the Hotel provided in paragraph 1 of Article III), the charges to be made for and the terms of admittance to the Hotel for rooms, commercial space, privileges, entertainment and amusement, and food and beverages, the labor policies of the Hotel (including wage rates, and the hire and discharge of employees), and all phases of promotions and publicity; provided, however, that such charges and the quality of service at the Hotel shall be commensurate with the charges and the quality of service at other first-class commercial type hotels in the City of Chicago, Illinois.

Lessee, with the consent of the Lessor (which consent shall not be unreasonably withheld) shall have the right to sublease or make contracts or other arrangements for specialty restaurants (subject to the limitations on food and beverage facilities and services at the Hotel provided in paragraph 1 of Article III) and in respect of commercial space and services customarily subject to sublease or concession in comparable first-class hotels.

4. Airport Rules and Regulations. Lessee shall observe and obey all rules and regulations governing the conduct and operation of O'Hare Airport, promulgated from time to time by the Lessor, which are reasonably required for the prudent, efficient and safe operation of O'Hare Airport or by the rules and regulations prescribed from time to time by any Federal or State Agency having jurisdiction with respect thereto or by the procedures prescribed from time to time by the Federal Aviation Administration or any other governmental authority having jurisdiction over operations at O'Hare Airport.

### ARTICLE V

### *Repairs, Additions and Alterations Compliance with Ordinances.*

1. Maintenance; alterations and additions.

(a) Maintenance by Lessor. During the term of this Lease, Lessor, at it sole cost and expense shall keep and maintain or cause to be kept and maintained in good repair and condition that portion of the domestic water, chilled water, and high temperature water equipment, pipes and conduits, the utility lines, the storm sewers and sanitary sewers, the water mains and the roadways, sidewalks and other use areas outside the Leased Premises. The obligation of Lessor, however, to keep said facilities in good repair and condition shall be excused during any period when Lessor shall be prevented from repairing and maintaining the same by strikes, labor troubles, inability to procure materials, apparatus or equipment or other causes beyond the reasonable control of the Lessor and while Lessor shall in good faith be in the process of repairing and maintaining the same.

(b) Maintenance by Lessee. During the term of this Lease, Lessee, at its sole cost and expense, shall keep and maintain (i) the Leased Premises, including that portion of the facilities described in subparagraph 1(a) of this Article servicing the Hotel which are located on the Leased Premises and the meters therefor, and (ii) the Furniture and Furnishings, in good repair and condition, damage by fire, collision by aircraft, Act of God or other cause beyond the reasonable control of the Lessee excepted.

(c) Alterations. Lessee shall have the right to make such alterations to the demised premises as Lessee shall elect, provided that Lessee shall not make structural alterations without the prior written consent of the Commissioner of Public Works, which consent shall not be unreasonably withheld, and provided further, that all alterations to the demised premises as Lessee shall elect to make shall be in conformity with the general architectural criteria by the Lessor for the said Airport and shall be in keeping with the design criteria of the buildings in which such alterations may be made.

2. Compliance with Ordinances. Lessee covenants throughout the Term of this Lease to promptly comply with all laws and ordinances, and the orders, rules, regulations and requirements of all Federal, state and municipal governments and appropriate departments, commissions, boards and officers thereof having jurisdiction in the premises, respecting the use or manner of use of the Leased Premises and the construction, maintenance and operation of any and all buildings, structures and other improvements on the Leased Premises per-

mitted by this Lease; provided, however, that if the Lessee shall adequately secure and protect the Lessor from loss, cost, damage or expense by bond or other means satisfactory to Lessor, the Lessee shall have the right to contest by appropriate legal proceedings the validity of any such law, ordinance, order, rule, regulation or requirement provided such contest shall be conducted without cost to the Lessor or result in the suspension of Lessee's operation of the Hotel and provided further that such contest shall not adversely affect the general operations, maintenance, construction or financing of O'Hare Airport or the obtaining of Federal, state, municipal or other funds therefor. Subject to the foregoing, the Lessee may postpone compliance with any such law, ordinance, order, rule, regulation or requirement, to the extent and in the manner provided by law, until final determination of any such proceedings and to the extent that such final determination shall be adverse to the contentions of the Lessee, it will promptly comply therewith. Lessee shall prosecute all such proceedings with all due diligence and dispatch.

### ARTICLE VI

### *Insurance and Indemnification.*

1. Insurance.

(a) During Period of Construction. During the period of construction and until the date of Substantial Completion of Construction of the Hotel, Lessee agrees to keep and maintain or cause to be kept and maintained the following insurance:

(1) Comprehensive public liability and property damage insurance, naming the Lessor and the Lessee, its contractors and subcontractors, as assureds, against claims for personal injury or death or property damages suffered by other occurring during the period of construction or arising out of or in connection therewith or in connection with the use and occupancy of the Leased Premises, with minimum liability limits as specified in subparagraph 1(b)(4) of this Article.

(2) Insurance on the buildings, structures and other permanent improvements in the course of construction, including all materials and equipment therefor, incorporated in or on the Leased Premises (exclusive of excavations, foundations and footings) against loss or damage by fire and lighting and the hazards included in a standard extended coverage endorsment to a fire insurance policy and vandalism and malicious mischief, such insurance to be written under a Builder's Risk Completed Value Form, naming the Lessor and the Lessee and its contractors as assureds.

(3) Insurance, by endorsement to the comprehensive public liability policy or policies provided for in subparagraph 1(a)(1) above, against liability under the provisions of the so-called "Scaffolding Act of Illinois", with the same minimum liability limits as specified in said subparagraphs 1(a)(1).

To the extent not included in the insurance coverages provided for in subparagraphs 1(b)(1) and 1(b)(4) of this Article, the foregoing provisions of this subparagraph 1(a) shall apply to all alterations and other construction work undertaken by or on behalf of the Lessee subsequent to the original construction of the Hotel provided for in Article III of this Lease.

(b) From and After Substantial Completion of Construction. From and after the date of Substantial Completion of Construction of the Hotel, Lessee agrees to keep and maintain the following insurance:

(1) Insurance on the buildings, structures and other permanent improvements on the Leased Premises (exclusive of excavations, foundations and footings), together with the Furniture and Furnishings, against loss or damage by fire and lightning, with coverage extended so as to include, by means of an extended coverage endorsement to a fire insurance policy loss or damage arising out of windstorm, hail, explosion (except boiler, riot, riot attending a strike, civil commotion, damage from aircraft and vehicles and smoke damage, all in amounts sufficient to prevent the insured from being a co-insurer within the terms of the applicable policies, but in any event in amounts not less than 80% of the then actual cash value thereof. The term "actual cash value" means the actual replacement value — excluding, for the purposes of this subparagraph and subparagraph (2) below, architects' fees when the original plans and specifications (or copies thereof) from which the buildings, structures and other permanent improvements were built are available for reconstruction, excepting the portion thereof to cover cost of supervision during construction, and excluding for the purposes of this subparagraph (i) the value of excavations, grading and filling, (ii) underground piping (excepting underground electrical conduit and wiring therein which shall not be excluded), underground tanks, drains and wells, (iii) those portions of concrete or masonry foundations, settings and footings below the lowest basement floor, or where the basement floor is a part of such foundations, settings and footings, (iv) concrete masonry and earthen retaining walls when outside of and not forming a part of the building or buildings, (v) swimming pool and related equipment, and (vi) roadway and parking area paving—less physical depreciation; and, if the Comptroller of the City of Chicago and the Lessee shall at any time be unable to agree thereon, said "actual cash value" shall be determined by one or more of the insurers or by an architect, contractor, appraiser or appraisal company selected by the Lessee and acceptable to the Comptroller of the City of Chicago.

(2) Insurance on the buildings, structures and other permanent inmprovements on the Leased Premises (exclusive of excavations, foundations and footings), together with the Furniture and Furnishings, against loss or damage from explosion of boilers, heating apparatus, pressure vessels and pressure pipes installed in the Hotel, without co-insurance clauses so long as available, in an amount not less than $500,000.00 with respect to any one accident;

(3) Insurance against loss or damage from leakage from any sprinkler systems installed in the Hotel, without co-insurance clauses so long as available, in an amount not less than $200,000.00 with respect to any one accident;

(4) Comprehensive public liability, property damage and innkeepers liability insurance, naming both the Lessor and Lessee as assureds, against claims for personal injury or death or property damages suffered by others occurring upon, in or about the Leased Premises, or any elevator, escalator or hoist therein, or upon, in or about the adjoining streets and passageways thereof, such public liability insurance to afford protection to the limit of not less than $300,-

000.00 in respect of bodily injury or death to any one person, and not less than $1,000,000.00 in respect of bodily injury or death to any number of persons in any one accident or occurrence, and such property damage insurance to afford protection to the limit of not less than $300,000.00 in respect of any one accident or occurrence;

(5) Standards products liability insurance with minimum liability limits as specified in subparagraph 1(b)(4) above;

(6) Insurance under standard form policies, naming both the Lessor and Lessee as assureds, against claims, damages and liabilities arising under the Illinois Liquor Control Law and the so-called Illinois Dramshop Act or under any future law, statute or ordinance of the State of Illinois or other governmental authority having jurisdiction in the premises, by reason of the storage, sale, use or giving away of alcoholic beverages on or from the Leased Premises, with limits or liability of not less than the following:

(i) bodily injury (fatal or non-fatal)—to any one person, not less than $200,000.00, and to more than one person arising out of any one accident, not less than $500,000.00;

(ii) injury to means of support of any one person—not less than $200,000.00; and

(iii) injury to property of any person—not less than $100,000.00.

(7) Workmen's compensation and other similar insurance, with statutory limits as required under the laws of the State of Illinois;

(8) Employers liability insurance with a minimum limit of $100,000.00;

(9) Fidelity and honesty insurance in such reasonable amount as Lessee shall deem advisable;

(10) Use and occupancy insurance against loss or damage by fire and lightning and all or any of the hazards included in an extended coverage endorsed to a fire insurance policy, in an amount not less than 80% of 12 months' net insurable business interruption values;

(11) Insurance against such other operating risks against which it now or hereafter may be customary to insure in the operation of similar properties.

(c) General Insurance Requirements. All insurance provided for in subparagraph 1(a) and 1 (b) of this Article shall be effected under valid and enforceable policies issued by insurance companies of sound and adequate financial responsibility qualified to do business in the State of Illinois and approved by the Comptroller of the City of Chicago.

All policies of insurance of the character described in subparagraphs 1(b)(1), 1(b)(2) and 1(b)(3) of this Article shall be carried in the name of the Lessor and Lessee, if any, but shall expressly provide that any losses thereunder shall be adjusted with the insurance company or companies by the Lessee. All insurance proceeds recovered under such policies or insurance (excluding any insurance proceeds recovered on account of damage or destruction of Furniture and Furnishings) shall be applied and disbursed in accordance with the provisions of Article VIII.

Insurance of the character described in paragraphs 1(a) and 1(b) of this Article may be effected by policies of blanket insurance which may cover other properties or locations of the Lessee and its affiliated companies, which policies shall be without co-insurance so long as available, and may be without allocation of the amount of the total insurance provided thereby to any particular property or location. It is further understood and agreed that the policies of insurance provided for in paragraph 1(a) and 1(b) of this Article may contain franchise payment or deductible provisions as follows:

$250.00 deductible for innkeepers' claims under comprehensive public liability insurance.

$10,000.00 franchise or deductible under insurance of the character described in subparagraphs 1(a)(2) and 1(b)(1) of this Article.

$25,000.00 deductible under insurance of the character described in subparagraph 1(b)(2) of this Article.

$5,000.00 deductible under the fidelity and honesty insurance provided in subparagraph 1(b)(9) of this Article.

$10,000.00 franchise or deductible under the use and occupancy insurance provided for in subparagraph 1(b)(10) of this Article.

$250.00 deductible on goods in transit and $2,500.00 deductible on goods stored off the premises under inland marine floater insurance.

At least ten (10) days prior to the time any of the insurance specified in this Article is required to be in effect, and thereafter not less than ten (10) days prior to the expiration or cancellation dates of the insurance policies about to expire or to be cancelled, certificates of insurance therefor, bearing a notation that the insurance policy evidenced thereby shall not be cancelled without at least thirty (30) days prior written notice to the Comptroller of the City of Chicago, shall be delivered by the Lessee to the Comptroller of the City of Chicago.

Notwithstanding the minimum limits specified in this Article VI, if insurance of the character described in subparagraph 1(b)(4), 1(b)(5) or 1(b)(6) of this Article actually maintained by the Lessee shall have higher limits, Lessor shall be named as an assured under such insurance.

2. Indemnification.

Lessee agrees, at its own expense, to defend, indemnify, save and hold harmless Lessor, its officers and agents, from and against all liability or loss for injuries to or deaths of persons or damages to property caused by any act or omission to act of, or use or occupancy of the Leased Premises by the Lessee, its sublessees, licensees, invitees, or any other person authorized by Lessee to use the Leased Premises or any portion thereof or as a result of any of their or the Lessee's operations or other activities at O'Hare Airport, regardless of whether the same are on or off the Leased Premises. Each party hereto shall give to the other prompt and timely notice of any claim made or suit instituted coming to the knowledge of their respective officers, management personnel or department heads which in any way reasonably appears to affect or which might affect either party hereto, and both shall have the right to participate in the defense of the same to the extent of its own interest. In the event the Lessor shall decide to so defend, such defense shall not be deemed a waiver by the Lessor of any of its rights against Lessee under the foregoing indemnification provisions.

## ARTICLE VII

### *Taxes and Assessments.*

Lessee shall pay any and all taxes or special assessment, including all real estate and personal property taxes and assessments, if any, which may be assessed and payable upon Lessee's interest in the Leased Premises during the term of this Lease. In the event the annual real estate and personal property taxes exceed Two Hundred Thousand ($200,000.00) Dollars and additional taxes paid shall be deducted from the percentage rent (in excess of the One Million ($1,000,000.00) Dollars fixed minimum rent) due for the period in which taxes become a lien.

### ARTICLE VIII

### *Damage or Destruction.*

1. Restoration. If at any time during the term of this Lease the Hotel or any other buildings, structures or other permanent improvements on the Leased Premises shall be damaged or destroyed in whole or in any part by fire or by any other peril or perils against which insurance may be afforded under the terms of the form of extended coverage endorsed then generally issued by insurance companies qualified to do business in the State of Illinois and if any insurance proceeds are payable by reason thereof, Lessee shall, with all reasonable dispatch after such damage or destruction, cause plans, specifications and estimates of cost for repairing, replacing or reconstructing the damaged or destroyed property (in accordance with the original design, subject to such modifications thereof as may be approved by the Commissioner of Public Works, whose approval shall not be unreasonably withheld) to be prepared by a firm of architects selected by the Lessee and approved by the Commissioner of Public Works (which approval shall not be unreasonably withheld). The plans and specifications for such work (except for emergency repairs) shall be submitted to and receive the approval of the Commissioner of Public Works prior to the commencement of such work. Upon approval of the plans and specifications for such work as aforesaid and receipt by Lessee of the proceeds of insurance recovered on account of such damage or destruction, Lessee shall, with reasonable diligence, proceed, except for unavoidable delays, to repair, restore, replace or rebuild, in accordance with the approved plans and specifications, the buildings, structures or other improvements so damaged or destroyed as nearly as possible to their condition immediately prior to such damage or destruction, subject to such modifications as may be approved by the Commissioner of Public Works, which approval shall not be unreasonably withheld.

2. Use of Insurance Proceeds. All insurance proceeds recovered under such policies of insurance (excluding any insurance proceeds recovered on account of damage or destruction of Furniture and Furnishings) shall be applied and disbursed as follows:

First: To pay or reimburse the Lessee for all expenses incurred in connection with the adjustment or collection of such loss.

Second: To pay or reimburse the Lessee for all costs and expenses incurred in connection with the preparation of the aforesaid plans, specifications and estimates of cost for repairing, replacing or restoring the damaged or destroyed property.

Third: To pay or reimburse the Lessee for the costs and expenses of such work as the same progresses so that the Leased Premises shall at all times be free from liens for any labor, services or materials performed, furnished or delivered in connection with such work.

Fourth: Of the balance, if any, of the insurance proceeds remaining after payment in full of all of the above-described prior charges, Lessee shall pay to the Lessor such proportion thereof as the number of full Lease Years immediately preceding the Lease Year in which such damage or destruction shall occur bears to twenty (20) years, and the balance of any such remaining proceeds shall be retained by the Lessee.

3. Abatement of Rent. If at any time during the Term of this Lease the Leased Premises are damaged or destroyed in whole or in part by fire, collision by aircraft, Act of God or any other cause beyond the reasonable control of the Lessee, the Lessee shall be entitled to a reasonable abatement of rental payments provided herein for such period of time from and after the date of such damage or destruction as may be reasonably required for the repairing, restoring or rebuilding of the buildings, structures and other improvements on the Leased Premises or, in the event of termination of this Lease under paragraph 4 of this Article or under paragraph 2 of Article XI for a period from and after the date of such damage or destruction, to and including the effective date of termination of this Lease.

4. Right to Terminate Lease. If at any time during the last five (5) years of the Term of this Lease the Leased Premises shall be substantially damaged or destroyed in whole or in part (which shall mean damage or destruction in an amount equivalent to fifty per cent (50%) or more of the then actual replacement value thereof, excluding the same items which are expressly excluded under subparagraph 1(b)(1) of Article VI in determining the "actual cash value" of the Leased Premises, but without deducting physical depreciation, or to a lesser extent if such a portion thereof shall be damaged or destroyed so as to make it imprudent or unreasonable, in Lessee's reasonable opinion, to use the remaining portion for hotel operations of the type and class immediately preceding such damage or destruction), by fire, collision by aircraft, Act of God or other cause beyond the reasonable control of the Lessee, and whether or not insured in whole or in part against any such cause, the Lessee may, at its option, terminate this Lease within sixty (60) days after the extent of such damage or destruction has been determined by serving upon the Lessor at any time within said sixty-day period a ten (10) day written notice of the Lessee's election to so terminate, without any liability of the Lessee to the Lessor, except for the payment of rent, if any, accrued to the date of such termination (subject to abatement thereof as provided in paragraph 3 of this Article) and full performance, at Lessee's sole cost and expense, of the work of demolition or removal of the remaining portions of the buildings, structures or other improvements so damaged or destroyed and removal of all debris from the Leased Premises. In the event this Lease shall be terminated pursuant to the provisions of this paragraph or under Article XI hereof, the insurance proceeds, if any, recovered on account of such damage or destruction under insurance policies of the character described in subparagraphs 1(b)(1), 1(b)(2), and 1(b)(3) of Article VI (excluding any insurance proceeds recovered on account of damage or destruction of Furniture and Furnishings and after deducting all expenses incurred by Lessee in connection with the adjustment or collection of such loss) shall be paid to the Lessor and retained by the Lessee, as the case may be, in the proportions provided in subparagraph Fourth of paragraph 2 of this Article.

### ARTICLE IX

### *Condemnation.*

In the event the Leased Premises or any part thereof shall be taken or condemned in any eminent domain, condemnation, compulsory acquisition or like proceedings by any competent authority for any public or quasi-public use or purpose (hereinafter referred to as "condemnation proceedings"), Lessor and Lessee shall each have the right, as against my condemnor, to recover to the extent of their respective interests hereunder, damages or compensation for the taking of or damage injury to the Leased Premises, or any part thereof; and Lessee in cooperation with Lessor, shall have the right to participate in any condemnation proceedings and be represented by counsel for the purpose of protecting their respective interests hereunder. Anything to the contrary notwithstanding, in the event the condemning authority is the City of Chicago or any agency thereof, the entire condemnation award, if any, shall be payable in full to the Lessee.

### ARTICLE X

### *Defaults and Remedies.*

1. Events of Default. If at any time or from time to time during the term of this Lease, any of the following events (herein called "Events of Default") shall occur and not be remedied within the periods of time hereinafter specified, namely:

(a) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee or liquidator of the Lessee or of all or a substantial part of its assets, or (ii) file a voluntary petition in bankruptcy, or admit in writing its inability to pay its debts as they come due, or (iii) make a general assignment for the benefit of creditors, or (iv) file a petition or an answer seeking reorganization or arrangement with creditors or to take advantage of any insolvency law, or (v) file an answer admitting the material allegations of a petition filed against the Lessee in any bankruptcy, reorganization or insolvency proceedings, or (vi) an order, judgment or decree shall be entered by any court of competent jurisdiction, on the application of a creditor, adjudicating the Lessee a bankrupt or insolvent or approving a petition seeking reorganization of the Lessee or appointing a receiver, trustee, or liquidator of the Lessee or of all or a substantial part of its assets, and such order, judgment or decree shall continue unstayed and in effect for any period of ninety (90) consecutive days; or

(b) Lessee shall default in the payment of any installment of Rent and such default shall continue for a period of thirty (30) days after the same is due and payable; or

(c) Lessee shall, for any reason other than Unavoidable Delays, cease to conduct business operations at the Leased Premises or shall abandon or vacate the Leased Premises, and any of the said defaults shall continue for a period of thirty (30) days or more; or

(d) Lessee shall fail to perform keep or fulfill any of the other covenants, obligations or conditions of this Lease to be performed, kept or fulfilled by the Lessee and any such default shall continue for a period of sixty (60) days after notice thereof by Lessor to Lessee specifying the general nature of such default; then, in the case of any such Event of Default and upon expiration of the applicable periods of grace above mentioned, the Lessor may give to the Lessee a notice of intention to terminate this Lease after the expiration of five (5) days from the date of giving of such notice (herein called the "5-day notice"), and on the date set forth in said notice the Term of this Lease, and all right, title and interest of the Lessee hereunder, shall expire as fully and completely as if that day were the date herein specifically fixed for the expiration of the Term of this Lease, and Lessee will thereupon quit and surrender the Leased Premises to the Lessor, but Lessee shall remain liable as hereinafter provided. If, upon receipt of such 5-day notice, Lessee shall proceed promptly and with all due diligence to cure the same and thereafter to prosecute the curing of such default with all due diligence within such 5-day period, the time for Lessee to cure the same shall be extended for such period as may be necessary to cure the same with all due diligence, then such notice shall be of no force and effect and the rights of the parties shall be the same as existed prior to the giving of said 5-day notice.

2. Lessor's Right of Entry Upon Default. In the case of the happening of an Event of Default which is not cured within the time specified in paragraph 1 of this Article, and upon expiration of the 5-day notice, the Lessor or the Lessor's agents and servants may immediately or at any time thereafter re-enter the Leased Premises and remove all persons and all or any property therefrom, either by summary dispossess proceedings or by any suitable action or proceeding at law or by force or otherwise, without being liable to indictment, prosecution or damages therefor, and repossess and enjoy the Leased Premises together with all additions, alterations and improvements.

Upon the expiration of the term of this Lease by reason of the happening of any Event of Default which is not cured within the time specified in paragraph 1 of this Article or in the event of the termination of this Lease by summary dispossess proceedings or under any similar provision of law now or at any time hereafter in force by reason of or based upon or arising out of a default under this Lease on the part of the Lessee, the Lessor may, at its option, at any time and from time to time, relet the Leased Premises, or any part or parts thereof, for the account of the Lessee or otherwise, and receive and collect the rents therefor, applying the same first to the payment of such expenses as the Lessor may have incurred in recovering possession of the Leased Premises, including legal expenses and attorneys' fees, and for putting the same in good or condition for re-rental and all other expenses, commissions and charges paid, assumed or incurred by the Lessor in or about reletting the Leased Premises and then to the fulfillment of the covenants of the Lessee hereunder. Any such reletting herein provided for may be for the then remaining Term of this Lease, or for a longer or shorter period.

In any such case and whether or not the Leased Premises, or any part thereof, be relet, except in a case in which the Lessor has terminated this Lease in accordance with the provisions of paragraph 1 of this Article X, the Lessee covenants and agrees, if required by the Lessor, to pay to the Lessor until the end of the Term of this Lease, the excess, if any, of the annual Rent over the net avails of reletting or annual rental value of the Leased Premises, whichever is greater, and the same shall be due and payable by the Lessee to the Lessor within sixty (60) days after the end of each Lease Year, that is to say, within sixty (60) days after the end of each Lease Year the Lessee shall pay to the Lessor the amount of the deficiency then existing, but in lieu thereof, the Lessor shall have the election in the place and instead of holding the Lessee so liable, forthwith to recover against the Lessee as damages for loss of the bargain and not as a penalty, an aggregate sum which at the time of such termination of this Lease or of such recovery of possession of the Leased Premises by the Lessor, as the case may be, represents the then present worth, discounted at the rate of 6% per annum, of the excess, if any, of the aggregate of the Basic Rent that would have accrued for the balance of the Term of this Lease over the aggregate rental value of the Leased Premises for the balance of the Term of the Lease.

3. No waiver of Subsequent Breaches or Defaults. No waiver of default by either party hereto of any of the terms, covenants or conditions herein to be performed, kept and observed by the other party shall be construed to be or act as a waiver of any subsequent default of any of the terms, covenants or conditions herein contained to be performed, kept and observed by either party hereto.

### ARTICLE XI

### *Rights and Remedies of Lessee.*

Termination by Lessee. Lessee may cancel this Lease and terminate its obligations hereunder, without any liability to the Lessor except for rent, if any, accrued to such date of termination (subject to abatement as provided in Article VIII to the extent applicable) at any time subsequent to the date hereof, upon or after the happening of any one of the following events:

(a) Inability of Lessee to conduct upon the Leased Premises normal hotel operations because of any order, rule or regulation of any appropriate governmental agency having jurisdiction over the operation of O'Hare Airport on account of any condition in or inadequacy of maintenance of the facilities of O'Hare Airport required to be maintained or provided by the Lessor, or upon abandonment or substantial curtailment for any reason in airline passenger operations conducted at O'Hare Airport, and such inability or such abandonment or substantial curtailment shall have continued for a longer period than ninety (90) days.

(b) The breach by the Lessor of, or its failure to perform, any other covenants herein contained for a period longer than ninety (90) days after receipt of written notice from the Lessee of the existence of such breach, failure or default.

Lessee shall exercise such right of termination by written notice delivered to the Lessor at any time after elapse of the applicable periods of time above specified.

The exercise of any of the remedies herein provided shall be cumulative and shall in no way affect any other remedy available to Lessee.

### ARTICLE XII

### *Right of First Refusal to Re-Lease.*

If, at the end of the Lease term, Lessor wishes to re-lease the Leased Premises to a private party for the purposes set out in this Lease, Lessee shall have the right of first refusal to re-lease the Leased Premises, upon the condition that Lessee shall have performed, in every way and in good faith, each and all of the terms, covenants and conditions of this Lease throughout the Lease term.

Lessor shall notify Lessee of its intent to re-lease the Leased premises at some time during the six (6) months prior to expiration of the Lease term and shall, at that time, propose the terms and conditions upon which the Leased Premises are to be re-leased.

Lessee shall have thirty (30) days after such notice in which to accept or reject the offer to re-lease the Leased Premises upon the terms and conditions proposed by Lessor. If the offer is not accepted within said thirty (30) day period, Lessor may lease the property to others upon the same terms and conditions as those offered to Lessee. Lessor agrees, however, that for one hundred eighty (180) days after the end of the Lease term, it will not offer different terms and conditions to other private parties without first offering Lessee the opportunity to lease the Leased Premises upon such other terms and conditions.

In any event, Lessee's right of first refusal shall terminate, absolutely, one hundred eighty (180) days after the end of the term of this Lease.

### ARTICLE XIII

### *Covenant of Quiet Enjoyment.*

Lessor agrees that Lessee, upon payment of the rent, and all other payments and charges to be paid by Lessee under the terms of this Lease, and observing and keeping the agreements and covenants of this Lease on the part of the Lessee to be observed and kept, shall lawfully and quietly hold, occupy and enjoy the Leased Premises during the term of this Lease, without hindrance or molestation from the Lessor or anyone claiming by, through or under the Lessor, but Lessor's agreement is subject, however, to Lessee holding and enjoying the Leased Premises under the conditions which may be reasonably anticipated in connection with the operation of aircraft or an airport.

### ARTICLE XIV

### *Miscellaneous Provisions.*

1. Inspection by Lessor. Lessor may enter upon the Leased Premises at any reasonable time for any purpose necessary, incidental to or connected with verification of the performance of Lessee's obligations hereunder, but subject to the provisions with respect thereto otherwise contained herein.

2. Sale of Furniture and Furnishings at End of Term. Upon the expiration or sooner termination of the Term of this Lease, Lessee shall have the right to remove all Furniture and Furnishings then owned by it. In the event Lessee elects not to remove any such Furniture and Furnishings, Lessor shall have the right and option to purchase the Furniture and Furnishings then owned by the Lessee at a price in cash equal to Lessee's then book value (i.e., original cost less accumulated depreciation) of said Furniture and Furnishings, and such option shall be exercised, if at all, at least thirty (30) days prior to the expiration or earlier termination of the Term of this Lease by payment to the Lessee of the aforesaid price in cash. If such option shall be exercised, Lessee shall deliver to the purchaser of such Furniture and Furnishings at the time of such exercise a bill of sale in the usual and customary form, with full title warranties, covering all of said Furniture and Furnishings, and said Furniture and Furnishings shall be surrendered and delivered to the purchaser thereof upon the expiration or earlier termination of the Term of this Lease.

If the Lessee shall not elect to remove such Furniture and Furnishings, and if the Lessor shall not elect to purchase same as aforesaid, or if the Lessor shall notify the Lessee of its intention not to purchase same, the Lessee, at its option, upon written notice to the Lessor given no later than sixty (60) days after the expiration or earlier termination of this Lease, shall have the right to require any successor lessee of the Leased Premises to purchase the Furniture and Furnishings then owned by the Lessee at a price in cash equal to Lessee's then book value (i.e., original cost less accumulated depreciation) of said Furniture and Furnishings; and in the event Lessee shall so elect to sell same to such successor lessee at said price, Lessor covenants and agrees that as a condition for entering into a new lease with any successor lessee it shall require such successor lessee to pay to Lessee such purchase price based upon the book value as aforesaid, in cash at the time of execution of such new lease. Upon receipt of such amount, Lessee shall deliver to such successor lessee a bill of sale, in the usual and customary form, with full title warranties, covering said Furniture and Furnishings, and same shall thereupon be surrendered and delivered to such successor lessee.

3. Surrender of Possession. Upon the expiration or earlier termination of this Lease pursuant and subject to the provisions of this Lease, Lessee shall yield and deliver to the Lessor possession of the Leased Premises in good repair and condition, reasonable wear and tear and loss or damage by fire, collision by aircraft, Act of God or other cause beyond the reasonable control of the Lessee excepted. Anything contained in this Lease to the contrary notwithstanding, if the Lessor or successor Lessee of the Leased Premises shall not elect or shall default in the purchase of the Furniture and Furnishings as provided in the first or second sub-paragraph of Paragraph 2 of this Article XIV, or if Lessee shall elect not to sell the Furniture and Furnishings to the successor lessee of the Leased Premises as provided in the second sub-paragraph of Paragraph 2 of this Article XIV and provided the Lessee is not then in default hereunder, then without relieving the Lessor or such successor Lessee of its liability, if any, therefor, Lessee shall have the right to remove, upon the expiration or earlier termination of this Lease, and for a period of thirty (30) days thereafter, any and all of its Furniture and Furnishings and fixtures and personal property of every kind and nature whatsoever which Lessee may have placed or installed in, on or about the Leased Premises. Lessee shall, however, repair, at its own cost and expense, any damage resulting to the Leased Premises from its removal of such property.

4. Assignment or Sublease. No Assignment of this Lease and no sublease of all or substantially all of the Leased Premises as an entirety shall be valid or of any force and effect, without the written consent of the Lessor first had and obtained. Nothing herein contained shall be construed to prevent Lessee from assigning this Lease and all of its rights and obligations hereunder to any successor assignee of Lessee which may result from any merger, consolidation or reorganization or sale of all or substantially all of its assets or to any of their respective wholly-owned subsidiaries, provided that such successor or assignee shall assume in writing all of the obligations of the Lessee under this Lease, and provided further that the Lessee shall not be released from any of its obligations hereunder.

5. No Partnership or Joint Venture. Nothing contained in this Lease shall constitute or be construed to be or create a partnership or joint venture between the Lessor, its successor or assigns, on the one part, and the Lessee, its successors or assigns, on the other part.

6. Headings. The Article and paragraph headings contained herein are for convenience of reference only and are not intended to define, limit or describe the scope or intent of any provision of this Lease.

7. Successors and assigns. This Lease shall, subject to the provisions of paragraph 4 of this Article, inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

8. Governing Law. This Lease shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Illinois.

9. Notices. All notices, requests, demands or approvals required to be given to Lessee under the terms of this Lease shall be given by registered mail, postage prepaid, addressed to Lessee or to such other address as may be from time to time designated in writing by the Lessee.

Copies of all such notices shall be sent to Newton W. Mandel, Esq., Counsel for Lessee, at 320 Park Avenue, New York, New York, or to such other attorney as may be from time to time designated in writing by Lessee and to the Leasehold Mortgagee in accordance with Paragraph 6 of Article II, on Page 10.

All notices required to be given to the Lessor under this Lease shall be given by registered mail, postage prepaid, addressed to the Comptroller of the City of Chicago, City Hall, Chicago, Illinois, 60602, or to such other address as Lessor may from time to time designate in writing.

10. Equal Opportunity. Lessee, in performing under this lease, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, age or national origin, nor otherwise commit an unfair employment practice. Lessee further agrees that this article will be incorporated by Lessee in all contracts entered into with concessionaires, sublessees, suppliers of materials or services, contractors and subcontractors and all labor organizations, furnishing skilled unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this lease. Attention is called to Executive Order 11246 issued September 24, 1965, 3 CFR p. 567, 1966: The Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241 et sub.; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 1967, CH 38, Secs 13-1 to 13-4 inclusive; July 8, 1933, Ill. Rev. Stat. 1967, CH 29, Secs. 17 to 24 inclusive; July 21, 1961 Ill. Rev. Stat. 1967, Ill. Rev. Stat. 1967, CH 48, Secs. 881 to 887 inclusive, and an ordinance passed by the City Council of the City of Chicago, August 21, 1945, page 3877 of the Journal of the Proceedings. To demonstrate compliance Lessee and its contractors, concessionaires and sublessees will furnish such reports and information as requested by the Chicago Commission on Human Relations.

11. Counterparts. This Lease has been executed in several counterparts, each of which shal be deemed an original and all collectively but not instrument.

In Witness Whereof, the City of Chicago has caused this Lease to be executed on its behalf by its Mayor, pursuant to due authorization of the City Council of the City of Chicago, and its seal to be hereunto affixed and attested by the City Clerk of the City of Chicago, and has caused this Lease to be executed in its corporate name by its ........... President thereunto duly authorized and its corporate seal to be hereunto affixed, attested by its Secretary, all as of the day and year first above written.

City of Chicago

By ..................................

Mayor

Attest:

..........................................

City Clerk (SEAL)

Approved:

..........................................

Comptroller

Western Concessions, Inc.
By ..................................
President

Attest:
.........................................
Secretary

Approved:
.........................................
Corporation Counsel

SECTION 2. This ordinance shall be in force and effect from and after its publication.

*Failed to Pass*—MISCELLANEOUS PROPOSED ORDERS.

The Committee on Finance submitted reports recommending that the City Council *Do Not Pass* five proposed orders transmitted therewith, which had been referred to the committee on the dates noted below, as follows:

(January 19, 1970) Proposed order for refund of fees paid by the Catholic Bishop of Chicago (St. Henry Church) for building and other permits issued in conjunction with the construction of an apartment building, etc., on the premises at No. 1956 W. Devon Avenue and No. 6327 N. Hoyne Avenue, and for all electrical work and use of water in conjunction with each of said projects. (Free permit ordinances passed on April 25, 1969, page 5408);

(January 19, 1970) Proposed order for refund of fees paid in the total amount of $589.70 for Building Permit No. B-401610 for construction of service facility for the Jewish Vocational Service, No. 2008 W. Devon Avenue;

(February 25, 1970) Proposed order for refund of fees paid in the total amount of $731.50 for Building Permit No. B-413700 issued to B. W. Handler Construction Company in conjunction with remodeling project at South Center Building of Presbyterian-St. Luke's Hospital, No. 1720 W. Harrison Street;

(February 25, 1970) Proposed order for refund of fees paid in the total amount of $794.50 for Building Permit No. B-403945 issued to Presbyterian-St. Luke's Hospital in conjunction with construction of Mile Square Annex No. 2040 W. Washington Boulevard (B. W. Handler Construction Company);

(February 25, 1970) Proposed order for refund of fees paid in the total amount of $500.35 for Building Permit No. B-420721 for construction by The Salvation Army of a new Citadel and Youth Center on premises at No. 4056 N. Pulaski Road.

Alderman Keane moved to *Concur* in the committee's recommendations. The several questions thereupon became: *Shall the proposed orders Pass, the recommendation of the committee to the contrary notwithstanding?;* and the several questions being put, each of the proposed orders *Failed to Pass,* by yeas and nays as follows: *Yeas*—None; *Nays*—36.

*Placed on File*—MISCELLANEOUS MATTERS.

The Committee on Finance submitted reports recommending that the City Council *Place on File* miscellaneous documents transmitted therewith. On motion of Alderman Keane the committee's recommendations were *Concurred In.*

The following is a summary of said documents:

A communication from the Department of Law dated January 30, 1970, transmitting a report of settlements of suits with entries of judgments against the City (referred to the committee on February 25, 1970);

A communication from the Department of Public Works dated March 13, 1970, transmitting Monthly Progress Report No. 272 for the month ended December 31, 1969, showing progress of construction on Sewer Bond Issue Projects.

*Disallowed*—SUNDRY CLAIMS FOR PAYMENT OF DAMAGE, REFUNDS, ETC. *(Adverse Committee Recommendations).*

The Committee on Finance submitted a report recommending that the City Council *Disallow* certain miscellaneous claims. On motion of Alderman Keane the committee's recommendations were *Concurred In.*

The following is a summary of said claims, which were referred to the committee on the respective dates noted in parentheses:

*Compensation for Damage to Vehicles:*

(November 1, 1967) Donald North;
(December 4, 1967) Helen G. Kennedy;
(March 20, 1968) Nicholas Gulli;
(March 20, 1968) Sam Rizzo;
(May 20, 1968) Mrs. Edward Copeland;
(June 19, 1968) Fred Cabrera;
(November 15, 1968) Sam Milsap Jr.;
(November 15, 1968) Jerome S. Tomaszewski;
(January 31, 1969) State Farm Ins. and S. Koszyk;
(May 28, 1969) Patricia Ryan;
(July 29, 1969) William Adamski;
(September 5, 1969) Ruth Cole;
(September 5, 1969) Robert Goste;
(September 5, 1969) Allstate Ins. and Roy Bruce;
(September 5, 1969) Kamran H. Zadek;
(September 17, 1969) Gertrude Marbles;
(October 8, 1969) Edward L. Terry;
(October 8, 1969 Allstate Ins. and R. Riehm;
(October 8, 1969) Bernadine Olsofka;
(October 8, 1969) Allstate Ins. and L. Dies;
(October 29, 1969) Mrs. Jack Haderlein;
(October 29, 1969) Richard A. Blum;
(October 29, 1969) Jerry Smith;
(November 17, 1969) Brown & Brown Agency and E. S. Vihon;
(December 2, 1969) Allstate Ins. and Tom Creighton;
(December 2, 1969) Motors Ins. Co. and Cars for Commerce 6092;
(December 2, 1969) National Car Rental Sys., Inc.;
(December 2, 1969) Joselin M. Ortiz;
(December 2, 1969) Wilbur Templeton;
(December 9, 1969) Albert L. Taborn;
(December 16, 1969) Kelley's Bros. Driving Center c/o Leonard Kelley;
(December 23, 1969) Richard L. Hilbrich;
(December 23, 1969) Jewel Co. Inc., c/o J. L. Lewis;
(December 30, 1969) State Farm Ins. Co. and Louis Sheffield;
(January 5, 1970) Galvin Butler;
(January 19, 1970) Jerome J. Zukauski;
(January 19, 1970) Chris Auto Rebuilders and Chris Platon;
(January 19, 1970) Alper Ins. and Sheldon Bochner;

(January 19, 1970) Allstate Ins. and Frank Taitel;
(January 27, 1970) R. W. Szala;
(January 27, 1970) Mae Bildhauser;
(January 27, 1970) James Phillips;
(January 27, 1970) Allstate Ins. and A. Skelly;
(February 25, 1970) Willie A. Spears;
(February 25, 1970) Wayne Schneider;
(February 25, 1970) Old Mutual Cas. Co. c/o Marvin I. Schneider;
(February 25, 1970) William M. Ignarski Jr.;
(February 25, 1970) Allstate Ins. and Redheart Claim Service;
(February 25, 1970) Glen Stangeland;
(February 25, 1970) Luis Rosario.

*Compensation for Property Damage:*

(July 11, 1968) Louis and Nancy Massoud;
(July 11, 1968) R. L. Moxley;
(September 5, 1969) Frances Brooks;
(October 8, 1969) Hajack Equip. Co. c/o H. Jostes;
(October 8, 1969) Continental Nat. American Group and LaSalle National Bank;
(October 29, 1969) Rita Libel;
(October 29, 1969) Chicago Park District;
(October 29, 1969) Martin Blieske;
(November 17, 1969) Inez Glenn;
(November 17, 1969) Stella Zander;
(December 2, 1969) Grand Trunk Western RR. Co.;
(December 23, 1969) Carl Bensen;
(January 19, 1970) Mitchell G. Zadrozny;
(January 19, 1970) Mrs. Charles L. Hill;
(January 27, 1970) Leon Gabriel;
(January 27, 1970) Stella Bara;
(January 27, 1970) Chicago, Milwaukee, St. Paul and Pacific RR. Co.;
(February 25, 1970) Louis M. Pollen;
(February 25, 1970) Thomas D. Cheney;
(February 25, 1970) Unigard Ins. and S. Kozlowski.

*Compensation for Personal Injuries:*

(March 20, 1968) Lynn Schappert;
(October 9, 1968) Mrs. Carl Hornberger;
(October 29, 1969) Lucille Jantis;
(December 9, 1969) May Evans;
(December 16, 1969) Mrs. Lela Metcalf;
(February 25, 1970) Pearl E. Cesarone;
(February 25, 1970) Lucille Jantis;
(February 25, 1970) Betty Eliscu.

*Compensation for Various Refunds:*

(January 17, 1969) Robert A. Voigt;
(February 25, 1970) Gelco Ivm Leasing Co.;
(February 25, 1970) Henry W. Kelley.

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## COMMITTEE ON BUILDINGS AND ZONING.

### Comprehensive Amendment to Electrical Code of City of Chicago.

The Committee on Buildings and Zoning submitted the following report:

CHICAGO, March 11, 1970.

*To the President and Members of the City Council:*

Your Committee on Buildings and Zoning, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Richard J. Daley, Mayor (referred to Your Committee on September 5, 1969, page 5963 of the Journal) concerning a Comprehensive Amendment to the Electrical Code of the City of Chicago, begs leave to recommend that Your Honorable Body pass the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 9 members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) KENNETH E. CAMPBELL,
*Chairman.*

On motion of Alderman Campbell the proposed ordinance transmitted with the foregoing committee report was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Lupo, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—36.

*Nays*—None.

**The following is said ordinance as passed:**

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That Section 86-3 of the Municipal Code of Chicago is amended by inserting:

"selling, offering for sale"
between
"operating" and "or"

in the first sentence thereof.

SECTION 2. That Section 86-4 of the Municipal Code of Chicago is amended by deleting therefrom the words:

"of the Department of Buildings"

in the first sentence thereof.

SECTION 3. That Section 86-5 of the Municipal Code of Chicago is amended so as to read as follows:

"86-5. The electrical regulations of this code may be modified or waived by special permission in particular cases where such modification or waiver is specifically permitted or in particular cases where an advancement in the technology of electricity makes such modification or waiver advisable in the best interest of the people of Chicago. Such "Special Permission" shall in all cases be obtained from the Chief Electrical Inspector in writing prior to the commencement of the work."

SECTION 4. That Section 86-10 of the Municipal Code of the City of Chicago is amended to read as follows:

"86-10. It shall be unlawful for any individual, company or corporation to sell, offer for sale, give away gratis, install, alter, repair or use any electrical equipment or appliance intended for use in the City of Chicago, which does not conform to the standards set forth in this code.

(a). The term "Electrical Equipment" as used in the electrical regulations of this code is hereby defined as meaning conductors and apparatus installed for the utilization of electricity for light, heat, power, aural or visual communication or signal transmission or convenience.

(b). The term "Appliance" as used in the electrical regulations of this code is hereby defined as meaning any device, machine, piece of apparatus or tool which utilizes or transmits electrical current or energy.

(c). Examples of electrical equipment are as follows:

Conduit, wireways, trough, duct, switchboards, panelboards, distribution centers, motor control centers, conductors, cables, cords, junction boxes, cabinets, connectors, couplings, tape, fittings, switches, circuit breakers, fuses, meter fittings, combinations of any of the foregoing and in general, anything that would be utilized in making an electrical installation.

(d). Examples of appliances are as follows:

All electrical tools, toasters, irons, hair dryers, washers, dryers, dish washers, stoves, ranges, ovens, rotisseries, fry pans, radios and television sets not specifically excluded by this section of the code, amplifiers, speakers, photographs, recorders, office machines, electrical toys, cords and cord sets, signs, points of display, fixtures, decorations, and in general any and all electrical appliances or devices or machines intended by their nature and construction to utilize or transform electrical current in their normal usage.

(e). Exemptions. The provisions of this ordinance are not intended to include apparatus, conductors or equipment installed for or by public utilities, common carriers or commercial radio or television stations which are under the jurisdiction of the Illinois Commerce Commission or other State or Federal regulatory body for their use in their specific operation as a public utility or carrier or radio or television station.

(f). Approval. The standards for equipment and appliances shall be found in the various sections of this code and in the Construction Specifications found in Section 88-9."

SECTION 5. That Section 86-14 of the Municipal Code of Chicago is amended by adding thereto the following:

"It shall be unlawful for any person to sell or offer for sale any tool or device especially made or intended for the purpose of defeating the non-interchangeability feature of overcurrent protective devices. Nor shall any individual, company or corporation sell, offer for sale or give away gratis any tool or device which by its very nature defeats the intent of those sections of the code relating to the non-interchangeability of overcurrent devices.

This section is not intended to prohibit the use of devices which are made available by manufacturers in order to accomplish the permitted interchange of overcurrent protective devices, which such devices are made available only by the manufacturer of the overcurrent protective devices to be changed. Each such device sold, offered for sale or given away gratis shall constitute a separate violation of this ordinance and shall be so prosecuted."

SECTION 6. That Section 86-22 of the Municipal Code of Chicago is amended so as to read as follows:

"86-22. Applicants shall be not less than twenty-one years of age, and shall have had at least two years experience in the installation, alteration, repair, and maintenance of electrical wires, equipment and apparatus, or an experience equivalent thereto. Applicants shall furnish the names and addresses of former employers, periods of time employed by each and in what capacity. Such information and all other required relevant information shall be provided upon forms available from the Bureau of Electrical Inspection.

The Electrical Commission of the City of Chicago shall prepare as many different examinations as are necessary to adequately provide for the number of applicants in different specialties. Each applicant shall be required to answer a reasonable number of questions in writing to indicate that he has sufficient knowledge and technical training to perform the work or to supervise the installation, alteration, repair, or maintenance of electrical wires and apparatus authorized by permits issued by the Bureau of Electrical Inspection. It shall be the responsibility of the Electrical Commission to exercise control and supervision of such examinations.

(a). Each applicant shall pay an Examination Fee of five dollars ($5.00) for each examination he takes. Such fee shall be paid to the City Collector through the Bureau of Electrical Inspection prior to the day the examination is taken.

(b). Where the results of the first examination are unfavorable the applicant may reapply for a second examination after thirty days have elapsed. If the results of the second examination are unfavorable, the applicant shall be required to wait a period of six (6) months before reapplication. A separate fee of five ($5.00) dollars shall be paid for each examination."

SECTION 7. That Section 86-26 of the Municipal Code of Chicago is amended by adding thereto the following:

"Where a supervising electrician has not obtained a permit from the Bureau of Electrical Inspection for a continuous period of three years he shall be required to take another examination as provided for in Section 86-22 before he shall receive another permit."

SECTION 8. That Section 86-27 of the Municipal Code of Chicago is amended by adding thereto the following sub-sections:

"(a). Where an electrical installation has been started prior to the issuance of a permit for such work, the normal permit fee as required by this code shall be increased by the amount of fifteen dollars ($15.00).

(b). Where a registered electrical contractor is found doing electrical work without a permit on three separate occasions in one calendar year, a hearing shall be held by the Chief Electrical Inspector at which time the permit privileges of said electrical contractor may be suspended for a period of time not to exceed one year. The members of the Electrical Commission shall be present at such hearings and shall act as advisors to the Chief Electrical Inspector in determining what course of action should be taken."

SECTION 9. That Section 86-41 of the Municipal Code of Chicago is amended so as to read as follows:

"86-41. Where due to the nature of their business it is necessary to make frequent alterations and changes to their electrical equipment, a monthly permit may be obtained each and every month of the year to cover all of the electrical work installed, altered or repaired during the previous month by persons who have a maintenance supervisor registered as per Section 86-43 of this Code."

SECTION 10. That Section 86-43 of the Municipal Code of Chicago is amended so as to read as follows:

"86-43. Before any monthly permit shall be issued to any person, he shall appoint or employ a supervising electrician in conformity with the provisions of Section 86-20 of this Code."

SECTION 11. That Section 86-44 of the Municipal Code of Chicago is amended by deleting the words:

"semi-annual or quarterly"

from the first sentence thereof, and is further amended by inserting in their place the word:

"monthly".

SECTION 12. That Section 86-45 of the Municipal Code of Chicago is amended so as to read as follows:

"86-45. A complete record of all installations, alterations and repairs made during each calendar month shall be maintained by the supervising electrician, and a permit application shall be submitted to the Bureau of Electrical Inspection each and every month."

SECTION 13. That Section 86-46 of the Municipal Code of Chicago is amended by deleting therefrom the words:

"semi-annual or quarterly"

in two places, and is further amended by inserting in lieu thereof the word:

"monthly".

SECTION 14. That Section 86-53 of the Municipal Code of Chicago is amended by changing the word:

"supervisor" to "inspector"

and is further amended by adding thereto the following:

"It shall be the responsibility of such supervising electricians to apply for an electrical permit each and every calendar month to cover all electrical installations, alterations and repair work done on the premises under his jurisdiction during that month. Where such permits are not obtained on a regular basis, the Bureau of Electrical Inspection shall consider that the registrant is inactive and his name shall be removed from the registration file."

SECTION 15. That Chapter 86 of the Municipal Code of Chicago is amended by adding thereto the following Sections:

"86-117. The fees of examination of plans shall be as follows:

| | |
|---|---|
| Standard Fire Alarm System | $ 9.00 |
| Emergency Lighting System | $ 6.00 |
| Switchboard | $ 9.00 |
| Motor Control Center | $ 9.00 |
| Hospital Complete | $12.00 |
| Theater Complete | $12.00 |

All Others @ $6.00 per hour, minimum one hour.

86-118. The fees for inspection of the electrical work in connection with displays and exhibitions, carnivals and other temporary installations of like nature are as follows:

| | |
|---|---|
| Connected loads of less than 10 KW | $ 9.00 |
| Connected loads of 10 KW to 50 KW | $27.00 |
| Connected loads of 51 KW to 100 KW | $36.00 |
| Connected loads of 101 KW to 200 KW | $40.50 |
| Connected loads of 201 KW to 300 KW | $45.00 |
| Additional Connected load over 300 KW | $ 4.50 |

for each 200 KW or fraction thereof.

86-119. The fees for the inspection of electrical interior communication systems shall be as follows:

| | |
|---|---|
| Aural Communication Systems | $12.00 |
| Visual Communication Systems | $12.00 |
| Master Antenna Systems | $12.00 |

86-120. Except as is provided in Section 86-111 for single family dwellings, the inspection fee for services shall be as follows:

| | |
|---|---|
| 40 ampere (2 wire) | $ 6.00 |
| 50 ampere (2 wire) | $ 6.00 |
| 60 ampere (2 or 3 wire) | $ 8.00 |
| 100 ampere (3 or 4 wire) | $10.00 |
| 101 - 200 ampere (3 or 4 wire) | $12.00 |
| 201 - 300 ampere (3 or 4 wire) | $14.00 |
| 301 - 400 ampere (3 or 4 wire) | $16.00 |
| 401 - 600 ampere (3 or 4 wire) | $18.00 |
| 601 - 800 ampere (3 or 4 wire) | $20.00 |
| 801 - 1000 ampere (3 or 4 wire) | $22.00 |
| 1001 - 2000 ampere (3 or 4 wire) | $24.00 |

Fees for services in excess of 1000 amperes shall be computed on the basis of the rating of the service disconnects installed prorated according to the schedule above and shall include feeders, risers and all wiring and equipment up to the branch circuit distribution panels or motor power panels or control centers.

Fees for the inspection of vaults shall be $6.00 for each vault."

SECTION 16. That Chapter 86.1 of the Municipal Code of Chicago is amended to read as follows:

## CHAPTER 86.1

### *Electric Signs and Signboards*

86.1-1. Responsibility. It shall be the duty of the Commissioner of Buildings or such persons as may be appointed, to approve applications, issue permits and exercise supervision over Electric Signs and Signboards, as defined below, which are constructed, erected, or being maintained under the provisions of this Code.

86.1-2. Definitions. For the purpose of this Chapter:

(a). Electrical Signs shall be deemed to be a name, identification, description, display, illustration or character which is affixed to, or represented directly or indirectly upon a building, structure, or piece of land and which directs attention to an object, product, place, activity, person, institution, organization or business, which are illuminated by or utilize electricity in any form.

(b). Projecting signs are signs which project obliquely or at right angles from the building or structure from which they are supported.

(c). Flat signs are signs which are placed flat against the building or structure from which they are supported and which run parallel thereto.

(d). Roof signs are signs which are erected on and supported by the roof of a building or structure or erected on and supported from a structure on or over a roof.

(e). Ground signs are signs supported by a structure which rests on the ground.

(f). Signs supported from a canopy shall be deemed to be flat signs, when they are single face signs.

(g). Signboards (billboards and paintboards and posted panelboards) are signs which fall into the general classification commonly known by these or other titles.

86.1-3. Inspection Required. It shall be the duty of the Commissioner of Buildings; or such persons as are appointed to exercise supervision over all electric signs, signboards and supporting structures erected or maintained under the provisions of this Code.

The Bureau of Electrical Inspection, under the supervision of the Commissioner of Buildings, shall issue permits, make original and subsequent annual inspections of all electric signs, illuminated signboards and such structures as are covered by this Chapter of the Code.

The original and annual inspections shall be made to determine the electrical and structural safety of the signs and structures. All signs manufactured outside of the City of Chicago shall be inspected by representatives of the Bureau of

Electrical Inspection before they are erected or installed.

86.1-4. Permit Required. It shall be unlawful to begin the erection, alteration or enlargment of any sign, signboard or structure covered by the provisions of this Chapter of the Code unless a permit therefor shall have first been obtained from the Bureau of Electrical Inspection.

(a). No attachment shall be made to any sign, signboard or structure covered by this Chapter unless all applicable provisions of this Code have been complied with.

(b). Rehang. A previously approved sign which has beeen removed for any reason may be rehung in the same location upon the issuance of a rehang permit. If the sign is moved to a new location a new permit shall be required.

86.15. Permit Application. Applications for permits to erect, install or alter signs; or illuminate signboards; or maintain the electrical components of electrical signs shall be made by registered electrical contractors. Where applicable such applications shall be countersigned by bonded sign erectors. Applications for permits to erect, install or alter signboards or structures shall be made by bonded sign erectors. All such applications shall be in such form as is prescribed by the Commissioner of Buildings.

86.1-6. Engineers' Drawings required. Drawings prepared by an architect or structural engineer, licensed to practice in the State of Illinois, and bearing his seal shall be presented with applications for permits for the erection or alteration of signs, signboards or structures which fall into the following categories:

(a). supported by a canopy.

(b). requiring a roof structure which extends more than 12′ from the roof to the top of the structure or if any face of a sign mounted on a roof structure exceeds 60 square feet in area.

(c). projecting signs which exceed 1000 pounds in weight or 99 square feet in area of one face.

(d). signs held by diverging guys or supports at angles less than 45 degrees with the sign.

(e). projecting signs having more than 50% of the vertical dimension of the sign above the roof line and having any face that exceeds 60 square feet in area.

(f). cranes supported by roof structures, provided the area of the sign exceeds 60 square feet.

(g). signs supported by other than chains which have any face which exceeds 40 square feet in area.

(h). signs erected entirely above the roof of a building unless constructed as is described in 86.1-14(f)

(i). supported from the ground by independent structures the top of which is more than 24 feet above the level of the adjoining street or the surrounding grade.

(j). installation of new sign boxes or letters on an existing structure, canopy or beams where the existing structure, canopy or beams had previously required such drawings.

(k). flat signs which exceed 1000 pounds in weight.

86.1-7. Time Limit. If after the permit has been issued, the work called for by such permit has not begun within 12 months subsequent to the date of issuance of the permit, said permit shall be null and void and no work shall be started until such time as a new permit has been issued.

86.1-8. Construction Contrary to Permit. It shall be unlawful for any person, company or corporation engaged in the erection, alteration or repair of illuminated signs or signboards to erect, alter or repair any sign or signboard contrary to the approved permit. It shall be unlawful for any person to erect, alter or repair any illuminated sign or signboard without first having obtained a permit as provided for in this Chapter of the Code. Where a sign or signboard has been erected, altered or repaired contrary to the approved permit, the permit shall be invalidated by this action.

Where a bonded sign erector, a registered sign contractor, or a registered electrical contractor installs, alters, erects, or repairs a sign, signboard or illuminates a signboard without a permit first being issued, the permit privileges of such bonded sign erector, registered sign contractor, or registered electrical contractor, shall be suspended forthwith and shall not be reinstated until such time as all the provisions of this Code have been complied with.

Where a bonded sign erector, a registered sign contractor or a registered electrical contractor performs defective work in the erection, alteration or repair of a sign, signboard or the illumination of a signboard, he shall be notified in writing of such defective work. If at the end of ten days the aforementioned defective work has not been corrected, the permit privileges of such contractor shall be suspended and shall not be reinstated until such defective work has been corrected.

The Chief Electrical Inspector is hereby empowered to shut off the electric current to any sign or signboard which is erected, altered or repaired contrary to any of the provisions of this Code.

In addition to the provisions of this section anyone who violates the provisions of this section shall be liable to the penalties as set forth in Section 86.1-25 of this Code.

86.1-9. Obstruction of Streets. Permits for the Obstruction of streets or sidewalks during construction of signs shall be issued by the Commissioner of Streets and Sanitation and shall be obtained by the sign contractor.

86.1-10. Posting of Bonds. Every person erecting, maintaining or removing electric signs, signboards or structures shall submit to the Commissioner of Buildings, a bond, with surety to be approved by the Commissioner of Buildings in the penal sum of twenty-five thousand dollars conditioned that such person shall faithfully comply with all provisions and requirements of this Code with respect to the alteration, location and safety and for the payment of the original permit fees required by this Chapter; and conditioned further to indemnify, save, and keep the City and its officials harmless from any claims, damages, liabilities, losses, actions, suits or judgments which may be presented, sustained, brought or obtained against the City or any of its officials because of the maintenance, alteration or removal of any electric sign, signboards or structure, or by reason of any accident, caused by or resulting therefrom.

Individual annual $15,000 bond for each sign will be required on Items (h) and (i) of 86.1-6, except as described in 86.1-14(e). In lieu of such individual annual bond, any person, firm or corporation owning, leasing, erecting, maintaining, or removing any sign or signs within the description of these Items may file with the Commissioner of Buildings a certificate of insurance issued by any casualty company authorized to do business in the State of Illinois evidencing coverage in favor of the City of Chicago, its officials, agents or servants, for any and all claims, demands, or suits for personal injury or property damage where the liability alleged against the City of Chicago for such injury or property damage arises out of the provisions of this Chapter. Such certificate of insurance shall provide applicable bodily injury limits of not less than $100,000.00 per person and $300,000.00 per accident and property damage limits of not less than $20,000.00 per accident; and shall further provide that the Commissioner of Buildings be given 30 days notice by the insurer prior to any cancellation of the coverage.

86.1-11. Council Approval. A City Council Order shall be required in addition to the normal permit for:

(a) any electric sign which projects over the public way and which exceeds 100 square feet in area of one face.

(b) roof or ground signs, structures or signboards over sixty feet in height.

Council approval is not required for any other projecting sign, however the Alderman of the ward in which any sign which projects over the public way is to be erected shall be given notification of such sign.

86.1-12. Restricted Locations. In general the provisions of the Comprehensive Zoning Ordinance regulate the type and size and the permissability of signs, signboards and structures. In addition thereto the following restrictions shall apply:

(a) No sign shall be erected upon or project more than 12 inches over Michigan Ave. between Roosevelt Rd. and Oak St., and Lake Shore Drive between Randolph St. and Hollywood Ave.

(b) No advertising shall be permitted within 400 feet of:

1. all public parks of 10 or more acres in area
2. all expressways and tollroads
3. Lake Shore Drive
4. Any portion of the comprehensive superhighway system of the City of Chicago approved by the City Council
5. Such other parks and streets or portions thereof as the City Council shall designate.

The designated 400 feet shall be measured from the center lines of such streets bounding public parks, or the boundary lines of such parks or roads, whichever applies.

86.1-13. Permit Fees. The original permit fee shall cover one year. Subsequent annual reinspection fees shall be the same as the original permit fee. Permit fees shall be computed as follows:

(a) Electric signs projecting over the public way. $0.50 per square foot of area of each face. The area of skeleton letters shall be computed as that area within the perimeter design of the letters. No fee shall be less than $7.50.

(b) Electric signs on private property, illuminated signs flat against a building (flat signs), illuminated painted wall signs and illuminated signboards.

25 nominal 50 watt or 50 volt-ampere lamps or less, $7.50, plus

$0.20 for each of the next 25 lamps, plus

$0.17 for each of the next 25 lamps, plus

$0.15 for each of the next 25 lamps, plus

$0.12 for each of the next 100 lamps, plus

$0.11 for each of the next 100 lamps, plus

$0.10 for each additional lamp over 300.

Fees, if lamps are other than 50 watts, 50-volt-ampere rating, shall be based on the total connected load reduced to 50-volt ampere units and the above schedule applied.

(c) Roof signs, same as (b) plus $50.00 for the first 500 square feet, plus $0.12 per square foot for each square foot over 500. Fee shall be computed on the actual area of the display surface. Roof signs which are less than 12 feet above the roof and have less than 60 square feeet area per face will not be required to pay this structure fee, but shall pay fees as computed in subsection (b).

(d) Ground signs, any part of which projects over the public way shall pay fees as computed for projecting signs.

Ground signs entirely over private property, less than 24 feet above surrounding street level or surrounding grade level whichever is higher shall pay fees as listed in sub-section (b).

Ground signs the top of which is more than 24 feet above surrounding street level or surrounding grade level, whichever is higher, as indicated in sub-section (b) plus the structure fees indicated in sub-section (c).

(e) Permits issued for the reerection or alteration of any electric sign, illumination of signboards or illumination of flat or wall signs shall be $7.50. The fees for permits issued for illuminated signs to be erected for a period not to exceed thirty days shall be ¼ of the annual sign fee. No fee shall be less than $7.50. The fee for cancellation of any permit shall be $7.50 and shall be deducted before the remaining amount is refunded.

86.1-14. Limitations. Height and Location. Sign size and location shall be limited as follows:

(a) The overall vertical dimension of an illuminated projecting sign shall not exceed 70 feet.

(b) Signs flat against the building may be erected at entrance door height provided the entire sign box is flat against the building wall.

(c) Signs which project over the public way more than 12 inches shall clear such public way (sidewalk) by nine feet.

(d) Flat signs shall not project above the parapet of the building except that such a sign may project above the parapet under the following conditions:

(1) The erection of the sign does not prohibit access to the roof from the exterior of the building without passing over the sign.

(2) The sign shall not project more than four feet above the parapet or where there is no parapet more than four feet above the roof line.

(3) In no case shall more than fifty percent of the sign project above the parapet or where there is no parapet above the roof line.

(4) A sign shall never be supported from the parapet.

(5) Special permission is obtained in writing from the Chief Electrical Inspector before permit application is made.

(e) Signs supported from structures from roof or ground shall have a maximum vertical height from roof or ground to the top of the display or structure not to exceed sixty feet, unless a Council Order is obtained.

(f) A sign may be erected at the edge of a roof on a building which has no parapet walls provided:

(1) the building is no more than one story in height, and

(2) no sign section is more than four feet in height, and

(3) no sign section has an area of more than forty square feet.

All such sign sections shall be erected independent of each other.

(g) Projecting signs shall be supported by a structure anchored wholly within the lot line.

(h) Projecting signs shall not extend into the public way a greater distance than within 18 inches of the curb line.

(i) Projecting signs shall have that portion of the sign nearest the supporting structure not more than two feet from the lot line.

(j) Flat signs shall not project over the public way more than 12 inches.

(k) No sign shall be attached to or supported by a chimney or water tank unless special permission has been obtained in writing from the Chief Electrical Inspector before the permit is issued.

If a street is widened after a sign has been installed and such sign thereby becomes in violation of one of the provisions of these ordinances, the owner or user of said sign shall immediately take such steps as are necessary to bring the sign into comformance with all applicable provisions of this Code.

86.1-15. Dimensions. Projecting electrical signs shall have a thickness of drum or box not exceeding 24 inches, except by special permission.

(a) Vertical type "V" shaped projecting signs shall not project more than 6 feet from the building and shall not exceed 6 feet in width along the face of the building. Said signs shall be enclosed at the top and the bottom and an open space of not more than three inches shall be allowed between the building and the sign.

(b) Signs supported by a structure from a roof shall have a minimum distance of three feet from the bottom of the structure or the display, whichever is lower, to the roof. The minimum disstance from the face of the display to the exterior wall of the building shall be three feet, except as provided for in 86.1-14(f).

(c) Signs supported by a structure from the ground shall have a minimum distance of five feet from the bottom of the structure or display, whichever is lower, to the ground. No exposed live parts (lamp sockets, neon tubes, or sockets, etc.) shall be within seven feet of the ground.

86.1-16. Construction Standards. All signs requiring structural engineers or architects drawings shall be constructed to the standards contained in the Building Code of the City of Chicago, except that for compressive stresses for columns and other compression members of structural grade steel, the ratio of l/r shall not exceed 120. Main structural members shall not be less than 5/16″ thick and secondary members and bracing shall be less than ¼″ thick. Signs erected entirely above a roof shall have the calculated center of wind pressure not higher above the roof than 75% of the vertical distance between the roof and the top of the display.

86.1-17. General Restrictions. No person, firm or corporation, shall place on, or suspend, from any building, sign, structure, canopy, lot or place any goods, wares or merchandise or any other thing so that same shall project over the public way except as heretofore provided.

86.1-18. Notice of Non-Compliance. Wherever it shall appear to the said Commissioner that any such sign or structure has been erected in violation of the provisions of this code or is in an unsafe condition or has become unstable or insecure, or is in such a condition as to be a menace to the safety or health of the public, he shall thereupon issue, or cause to be issued, a notice in writing to the owner of such sign or structure, or person in charge, possession or control thereof, if the whereabouts of such person is known, informing such person of the violation of the provisions of this code or of the dangerous overload of current, without injury to itself when properly applied within its rating, condition of such sign or structure, and directing him to make such alteration or repairs thereto, as shall be necessary to make the same comply with the requirements of this code within such reasonable time as may be stated in said notice.

86.1-19. Posting Non-Compliance Notice. If the owner of such sign or structure or the person in possession, charge or control thereof cannot be found, or his whereabouts cannot be ascertained, the Commissioner shall attach, or cause to be attached, to said sign or structure, a notice of the same import as that required to be sent to the owner or person in possession, charge or control thereof, when the owner is known; and if such sign or structure shall not have been made to conform to the provisions of this code and placed in a secure, safe and substantial condition, in accordance with the requirements of such notice, within thirty days after such notice shall have been attached to such sign or structure, the Commissioner of Buildings may thereupon cause such sign or structure, or such portion thereof as is constructed and maintained in violation of the provisions of this code, to be torn down; provided, however that nothing herein contained shall prevent the Commissioner of Buildings from adopting such precautionary measures as may be necessary or advisable in case of imminent danger in order to place such sign or structure in a safe condition, the expense of which shall be charged to and recovered from the owner of such sign or structure, or the person in charge, possession or control thereof, in any appropriate proceedings therefor.

86.1-20. Demolition. If the owner or person in charge, possession or control of any sign or structure when so notified, shall refuse, fail or neglect to comply with and conform to the requirements of such notice the said Commissioner may upon the expiration of time therein mentioned, tear down or cause to be torn down such part of such sign or structure as is constructed and maintained in violation of the provisions of this code, and shall charge the expense to the owner, or person in possession, charge or control of such sign or structure and the same shall be recovered from such owner or person by appropriate legal proceedings.

86.1-21. Abandoned Signs.

(a) Any illuminated sign, erected over public property, on which the annual inspection fee has not been paid in conformity with all the provisions of this code, shall be declared to be abandoned or a hazard over the public way and the Department of Buildings is hereby empowered to remove or cause to be removed, any such abandoned or hazardous illuminated signs.

(b) Abandoned Structure. Structures over publice or private property shall be removed at the time sign is removed, unless structure is maintained by a bonded sign hanger. A drawing prepared by a licensed architect or structural engineer and bearing his seal shall be presented with the application for the erection of a new sign on such structures.

86.1-22. Removal of Sign. It shall be the duty of the Department of Buildings to remove or cause the removal of any sign or structure not in compliance with any of the provisions of this chapter dealing with illuminated sign over public property, and any compensation or inspection fees paid to the City for such sign shall not be refunded.

86.1-23. Revoking of Permit. The Commissioner of Buildings shall revoke the permit for any sign being constructed or erected in violation of any of the provisions of this code.

86.1-24. Stopping of Current. Any person that shall violate any of the provisions of this chapter dealing with illuminated signs on buildings or structures and not over public property, shall be subject to the penalty provided in Section 86.1-25, and in addition to such penalty, the Department of Buildings shall, for the violation of any of those provisions, compel the cutting off or the stopping of electrical current supplied to any electrical equipment on such sign.

86.1-25. Any person erecting, owning, operating, maintaining, or in charge, possession or control of any illuminated sign, or illuminated signboard or roof sign or structure, within the City, that shall neglect or refuse to comply with the provisions of this code, in all cases where no specific penalty is fixed therein, shall be fined not less than five dollars and not more than Two Hundred Dollars ($200.00) for each offense; and each day on which any person shall permit or allow any illuminated sign or illuminated signboard or roof sign or structure owned, operated, and maintained or controlled by him to be erected, constructed or maintained in violation of any of the provisions of this code shall constitute a separate and distinct violation.

SECTION 16.(A) That Section 87-100 of the Municipal Code of Chicago is amended by deleting therefrom the definition of "Approved"; and is further amended by adding thereto the following definitions in alphabetical order:

"Approved. Acceptable to the Bureau of Electrical Inspection. Electrical equipment, appliances and devices shall conform with the minimum standards applicable thereto contained in the electrical regulations of this Code. In order to avoid the necessity of repetition of examinations by different examiners, frequently with inadequate facilities for such work, and to avoid the confusion which would result from conflicting reports, it shall be mandatory that all equipment, devices and appliances covered by the provisions of this Code shall be tested and approved by a standard testing laboratory, of nationally accepted stature, which performs services equal to or greater than those performed by the Underwriters' Laboratories, Inc. In those instances where it is impossible to receive such an approval the Bureau of Electrical Inspection shall make the determination of acceptability.

Ampacity. Current-carrying capacity expressed in amperes.

Appliance. An appliance is utilization equipment. It is generally other than industrial; normally built-in standardized sizes and types; installed or connected as a unit to perform one or more functions, such as clothes washing, air conditioning, food mixing, cooking, etc.

Appliance, Fixed. An appliance which is fastened or otherwise secured at a specific location.

Appliance, Portable. An appliance which is actually moved, or can easily be moved from one place to another in normal use.

Appliance, Stationary. An appliance which is not easily moved from one place to another in normal use.

Automatic. Automatic means self-acting, operating on its own mechanism, when actuated by some impersonal influence; as for example, a change in current strength, pressure, temperature or mechanical configuration.

Bonding Jumper. A reliable conductor to assure the required electrical continuity.

Branch Circuit, Appliance. A circuit supplying energy to one or more outlets to which appliances are to be connected. Such circuits have no permanently connected lighting fixtures, not a part of an appliance.

Circuit Breaker. A device designed to open and close a circuit by non-automatic means, and to open a circuit automatically on a predetermined overload of current without injury to itself when properly "Applied within its rating.

Dust-Ignition Proof. Enclosed in such a manner so as to exclude ignitable amounts of dust or amounts which might affect performance or rating and which when installed in conformance with this code will not permit arcs, sparks or heat otherwise generated or liberated inside of the enclosure to cause ignition of accumulations or atmospheric suspensions of a specified dust on or in the vicinity of the enclosure.

Explosion Proof. Enclosed in a case which is capable of withstanding an explosion of a specified gas or vapor which may occur within it, and of preventing the ignition of a specified gas or vapor surrounding the enclosure by sparks, flashes or explosions of the gas or vapor within, and it must operate at such external temperature that a surrounding flammable atmosphere will not be ignited thereby.

Ground. A conducting connection, whether intentional or accidental between an electrical circuit or equipment and earth or some conducting body which serves in place of the earth.

Grounded. Connected to earth or to some conducting body which serves in place of the earth.

Grounded Conductor. A conductor intentionally grounded in any manner.

Grounding Conductor. That conductor used to connect equipment, devices or wiring systems to the required ground.

Thermal Cutout. An overcurrent protective device which contains a heater element in addition to and affecting a renewable fusible member, which opens a circuit. It is not designed to interrupt short circuit currents.

Thermal Protection. Equipped with a 'Thermal Protector'.

Thermal Protector. (as applied to motors) An inherent overheating device which is responsive to motor current and temperature and which, when properly applied to a motor, will protect the motor against dangerous overheating due to motor overload or failure to start."

and is further amended by inserting the word, "Conductors" after the word, "Supply" in the heading of that definition."

SECTION 17. That Chapter 87 of the Municipal Code of Chicago is amended by adding thereto the following new section:

"87-110.13. Expansion and Contraction. Expansion joints shall be provided in runs of conduit, raceway, busway, etc., where required to compensate for thermal expansion and contraction."

SECTION 18. That Chapter 87 of the Municipal Code of Chicago is amended by adding thereto the following new section:

"87-110.14. Working Space. Adequate working space as defined and required in various sections of this code shall be provided and maintained around all electrical equipment.

SECTION 19. That Section 87-110.15 of the Municipal Code of Chicago is amended by adding thereto the following:

"Such devices when intended to interrupt fault current shall be capable of interrupting the maximum available fault current without abnormal damage to itself or related equipment."

SECTION 20. That Section 87-110.17 of the Municipal Code of Chicago is amended by adding thereto the following:

"Because of the different characteristics of copper and aluminum the devices and fittings such as pressure connectors, solder lugs, screw type connectors, etc. employed where making splices, terminations or connections shall be approved for the materials of the conductors and for the purpose for which they are being used."

SECTION 21. That Section 87-110.19 of the Municipal Code of Chicago is amended by deleting therefrom:

sub-section "3";

and is further amended by renumbering present subsection, "4", so that it becomes, "3".

SECTION 22. That Section 87-110.20 of the Municipal Code of Chicago is amended by adding thereto the following:

"All required markings, nameplates, trademarks and identification symbols shall be accessible after installation."

SECTION 23. That Section 87-200.6 of the Municipal Code of Chicago is amended by adding thereto the following new sub-section:

"(d). In a 4 wire, delta connected secondary system, the conductor having the highest voltage to ground shall be identified with a permanent red color in a suitable manner at all switchboards, panelboards, switches, cabinets, wiring gutters, junction boxes and similar enclosure where the grounded neutral conductor is present."

SECTION 24. That Section 87-210.3 of the Municipal Code of Chicago is amended to read as follows:

"87-210.13. Voltage. The voltage between branch circuit conductors and between conductors and ground shall be limited as follows:

(a). Branch circuits supplying lampholders, fixtures or receptacles of the standard 15 ampere or less rating, 150 volts to ground.

(b). Branch circuits supplying only the ballasts or electric discharge lamps mounted in permanently installed fixtures, which do not have manual switch control as an integral part of the fixture, installed in industrial, large commercial, large office or other large public buildings and where the electrical installation is under the supervision of a registered electrical supervisor the voltage may exceed 150 volts to ground, but may not exceed 300 volts to ground. The fixtures shall be mounted not less than 8′ from the floor and when the voltage exceeds 150 volts between conductors or between conductors and ground, remote control low voltage switching shall be used unless the circuit overcurrent protective device, enclosed in an approved panelboard if used as the switching means.

(c). Branch circuits in railway properties shall conform to Section 87-110.11.

(d). Branch circuits supplying infra-red and other heating appliances used in industrial applications shall conform to the provisions of Section 87-422.

(e). Branch circuits supplying the ballasts of permanently installed fixtures of the electric discharge type in industrial occupancies or on poles in parking lots or yards adjacent to industrial type occupancies may exceed 150 volts to ground but in no case may they exceed 500 volts between conductors. For yard and parking lot lighting the installation shall conform to the provisions of Section 88-730.9. In industrial type occupancies high bay type lighting may utilize 480 volt circuits if special permission is obtained.

(f). In dwelling type occupancies the voltage between conductors supplying lampholders of the screw-shell type, receptacles or appliances shall not exceed 150 volts, except that voltage supplying only permanently connected appliances or portable appliances of more than 1380 watts may exceed 150 volts but in no case shall it exceed 250 volts between conductors or 150 volts to ground. In every instance any such portable appliance shall be connected to a receptacle wired to carry the specific load of that appliance and properly grounded.

SECTION 25. That Section 87-210.16 (c-2) of the Municipal Code of Chicago is amended by adding thereto the following:

"At least one duplex receptacle outlet shall be installed directly above each show window for each 12 linear feet or fraction thereof of show window measured horizontally along its base. Such outlets shall be located no more than 18″ away from the window;"

and is further amended by changing "12" to "15" in the second sentence.

SECTION 26. That Chapter 87 of the Municipal Code of Chicago is amended by adding thereto the following new Section:

"87-210.17. Swimming Pool Circuits. Branch circuits which supply fixed, stationary, movable, or portable equipment, appliances or lighting in, on around or near swimming pools shall include a grounding conductor for the purpose of grounding the non-current carrying parts of such equipment or appliances. The metal of the raceway is not acceptable as the required grounding conductor in this application. (See Section 88-680)."

SECTION 27. That Section 87-210.23 of the Municipal Code is amended:

By deleting "and over" from sub-section (a), thereof; and is further amended:

by deleting "20 or" from sub-section (b), thereof: and is further amended:

by adding the following to sub-section (c) 2 thereof:

". . . supplied, and is a fuse as described in 87-410.27 is installed in each fluorescent fixture."

SECTION 28. That Section 87-210.24(b) of the Municipal Code of Chicago is amended so as to read as follows:

"(b). Dwelling Type Occupancies. In every kitchen, utility room, dining breakfast room, living room, parlor, den, library, sun room, recreation room, family room, game room and bedroom receptacles outlets shall be installed so that no point along the floor line in any wall space is more than six feet, measured horizontally, from an outlet in that space including any wall space two feet wide or larger, and the wall space occupied by sliding panels in exterior walls. Receptacle outlets in the floor shall not be counted as part of the required number of receptacles unless located close to the wall. There shall be at least one receptacle between doors three feet or more apart. Except as provided in 88-560.3 these receptacles shall be on 15 ampere general lighting circuits. At least one receptacle shall be installed in each bathroom, shower room or powder room. All receptacles shall be of the grounding type."

SECTION 29. That Section 87-210.24 of the Municipal Code is amended by adding thereto the following new sub-section:

"(c). Guest rooms in hotels, motels and similar occupancies shall have receptacle outlets installed in conformance with the provisions of sub-section (b) of this section."

SECTION 30. That Section 87-210.25(b) of the Municipal Code of Chicago is amended by adding thereto the following:

"The total load of any branch circuit shall be limited to 80% of the rating of that circuit when the load that it serves is considered to be continuous. For the purposes of this code, continuous is defined as a condition of use, where the full load will be present for a period of three hours or more."

SECTION 31. That Section 87-210.26 of the Municipal Code of Chicago is amended by adding thereto the following new sub-sections:

"(c). 40 Ampere Branch Circuits. Fixed lighting units with heavy duty lampholders in other than residential occupancies; fixed cooking appliances; or infra-red heating appliances.";

and is further amended by renumbering existing sub-section "(c)" so that it becomes "(d)" and reads as follows:

"(d). 50 Ampere Branch Circuits. Fixed lighting units with heavy duty lampholders in other than residential occupancies; fixed cooking appliances; or infra-red heating units.";

and is further amended by adding thereto the following:

"The term "fixed" as used in this Section recognizes cord connections where otherwise permitted by this code.

Fixed outdoor electric snow melting and de-icing installations may be supplied by any of the branch circuits described herein, provided the circuit supplies no other load."

SECTION 32. That Section 87-210.27 of the Municipal Code of Chicago is amended to read as follows:

"87-210.27. Table of Requirements. The requirements for circuits having two or more outlets (other than those circuits specifically provided for in 87-210.15(b)) are summarized in the following Table.

SECTION 33. That Chapter 87 of the Municipal Code of Chicago is amended by adding thereto the following new Section:

"87-210.28. Neutral Continuity. The continuity of an identified, grounded circuit conductor shall not depend upon device connections, such as ampholders, receptacles, etc., where the removal of such devices would interrupt the continuity."

SECTION 34. That Section 87-220.3 of the Municipal Code of Chicago is amended by changing:

"3" to "5", in Column A, after "Office Building";

and is further amended by placing a double asterisk (**) in front of:

"Hospitals" and "Hotels";

and is further amended by adding as the last sentence, this reference:

"** For feeders to areas in hospitals and hotels, where the lighting load is likely to be continuous as in operating rooms, ballrooms, dining rooms, etc., a demand factor of 100% shall be used.";

and is further amended by adding the following to sub-section "(f)" thereof:

"There shall be no reduction in the neutral capacity for that portion of the load which consists of electric discharge lighting."

SECTION 35. That Section 87-220.5 of the Municipal Code of Chicago is amended so as to read as follows:

"87-220.5. Diagram of Feeders. In new buildings or in buildings being remodeled, where a new service is being installed, or where the remodeling encompasses more than 50% of the building or the electrical system, unless prior approval, in the form of drawing or prints, stamped "Approved" by the Bureau of Electrical Inspection, has been obtained, and in other than (a) residential type occupancies

BRANCH CIRCUIT REQUIREMENTS
(Branch circuit conductors specifically approved for the purpose)

| Circuit Rating | 15 Amp. | 20 Amp. | 30 Amp. | 40 Amp. | 50 Amp. |
|---|---|---|---|---|---|
| Conductors (minimum size) | | | | | |
| Circuit Wires | 14 | 12 | 10 | 8 | 6 |
| Taps | 14 | 14 | 14 | 12 | 12 |
| Fixture Wire and Cords | | (Refer to Section 87-240.3(d) ) | | | |
| OVERCURRENT PROTECTION | | | | | |
| | 15 Amp. | 20 Amp. | 30 Amp. | 40 Amp. | 50 Amp. |
| Outlet Devices | | | | | |
| Lampholders | Any Type | Any Type | Heavy Duty | Heavy Duty | Heavy Duty |
| Recptacle Rating | 15 Amp. | 15 or 20 Amp. | 30 Amp. | 40 Amp. | 50 Amp. |
| Maximum Load | 15 Amp. | 20 Amp. | 30 Amp. | 40 Amp. | 50 Amp. |
| Permissable Loads | Refer to Section 87-210.26 | | | | |

"

The ampacities indicated in this Table are for copper conductors. Sizes must be increased for aluminum."

two stories or less in height, unless of the commercial or corridor type; (b) single story stores, less than 10,000 sq. ft. in area; (c) warehouses, less than 3 stories high; (d) residential garages; (e) industrial type occupancies less than two stories high, less than 10,000 sq. ft. in area and with a connected load less than 400 amperes, a complete and detailed set of plans shall be submitted with each permit application, showing the following: service conductors and raceway, feeder conductors and raceways, all switchboards, panelboards, transformers, distribution centers, motor control centers, dimensions of all electrical closets, vaults, square foot area, the load being served, the available fault current, the interrupting capacity of all overcurrent protective devices, and any other pertinent electrical or structural information which would have a bearing upon the acceptability or approval of the electrical system."

SECTION 36. That Chapter 87 of the Municipal Code of Chicago is amended by adding thereto the following new Section:

"87-220.6. Fixed Electric Space Heating. The computed load of a feeder supplying fixed electric space heating equipment shall be the total connected load of all the branch circuits, except: (a) where reduced loading of the conductors results from units operating on duty cycles, intermittently, or from all units being so connected that it is physically impossible for all to operate at one time, or (b) where it is physically impossible that both of two dissimilar loads both served by the same feeder can be on at the same time, conductors of an ampacity equal to the maximum possible load may be utilized."

SECTION 37. That Section 87-230.3(c) of the Municipal Code of Chicago is amended so as to read as follows:

"(c). Service Drops. Conductors in multiple conductor cables shall be rubber covered or thermoplastic covered except that a grounded conductor may be uninsulated where the maximum voltage to ground does not exceed 300. All individual conductors shall be covered with an insulation and covering approved for the purpose."

SECTION 38. That Section 87-230.4(a) of the Municipal Code of Chicago is amended so as to read as follows:

"(a). Service Entrance Conductors. Service entrance conductors including underground services shall have an ampacity sufficient to carry the load as determined by 87-220.3 and in conformance with the Tables in Section 88-10, except that: (1) residential occupancies of 850 square feet and over shall be served by conductors having a minimum ampacity of 100; (2) residential occupancies of less than 850 square feet shall be served by conductors having a minimum ampacity of 60; (3) Power service conductors shall have a minimum ampacity of 40; (4) Service conductors supplying only two 15 ampere lighting circuits shall have a minimum ampacity of 40."

SECTION 39. That Section 87-230.11 of the Municipal Code of Chicago is amended by adding thereto the following new Sub-sections:

"(a). Approved Cable. A cable specifically approved by the Bureau of Electrical Inspection for use as direct burial, underground service entrance conductors. A pre-requisite for such approval shall be an approval by a nationally recognized standard testing laboratory.

(b). Depth of Burial. All direct burial service entrance conductors shall be buried not less than 36″ below the surrounding grade. All such installations shall be inspected by the Bureau of Electrical Inspection after the cables have been installed and before the trench has been backfilled. Except on weekends or holidays 48 hours shall be given to the Bureau of these operations. Such notice shall be deemed to be compliance with the provisions of this sub-section.

(c). Entering the Building. Where an underground service consisting of one of the cables described in (a) of this section is installed such cables shall be protected as follows:

1. Where the cables are to enter an enclosure on the exterior of the building above grade a manufactured elbow of the proper size of galvanized or sheradized rigid heavy wall conduit and a conduit nipple shall terminate a minimum of 24″ away from the building at the bottom of the trench. An insulating bushing shall be installed at the end of the conduit. A 'slip-fitting' shall be utilized to allow for the ground movement during the season changes. The required amount of slack in the cables shall be provided in the enclosure for the same reason.

2. Where the conductors are to be brought into the building underground they shall enter a galvanized or sheradized rigid heavy wall conduit at least 24″ from the building wall at the bottom of the trench. An insulating bushing shall be installed at the end of the conduit. The conduit shall be sealed on the interior of the building as required in 87-230.14."

SECTION 40. That Section 87-230.12 of the Municipal Code of Chicago is amended by inserting:

"or sheradized", between

"galvanized" and "heavy", in the last sentence thereof.

SECTION 41. That Section 87-230.51(g) of the Municipal Code of Chicago is amended by inserting:

"except as provided in 88-700 and 88-725,"

between, "managment" and "the", in the first sentence thereof.

SECTION 42. That Section 87-230.51(d)3 of the Municipal Code of Chicago is amended so as to read as follows:

"3. The use of auxilliary gutters, wireways, troughs, junction boxes, (except Utility Company stub boxes, used in conjunction with underground services), raceways, etc. as enclosures for service entrance conductors or the tapping of service entrance conductors is strictly prohibited."

SECTION 43. That Section 87-230.54 of the Municipal Code of Chicago is amended by adding thereto the following:

"A push-button type of electrical remote control may be used in addition to the manual handle."

SECTION 44. That Section 87-230.57 of the Municipal Code of Chicago is amended by placing a period (.) after:

". . . . 60 amperes." in the first sentence,

and is further amended by deleting therefrom the following: "for a switch or 50 amperes for a breaker."

SECTION 45. That Section 87-230.60 of the Municipal Code of Chicago is amended by adding thereto a new sub-section to read as follows:

"(a). In high-rise buildings of the commercial or residential types, where vaults, transformers and/or distribution points are established throughout the various floors of the buildings, all such electrical equipment shall be grouped and installed in an approved electrical closet. Such closet shall be for the exclusive use of the electrical system and shall be so constructed as to provide the required working space around all of the electrical equipment installed thereto."

SECTION 46. That Section 87-230.61 of the Municipal Code of Chicago is amended to read as follows:

"87-230.61. Special Services. Where service equipment, which is not a stock item approved as indicated in Section 88-9 of this code, is to be installed in the City of Chicago, the following rules shall apply:

(a). The manufacturer who builds or assembles the service equipment shall submit three (3) sets of detailed drawings of his proposal to the Utility Supply Company, who upon approval will retain one copy, stamp with their approval the two remaining copies of the drawings, and forward them to the Bureau of Electrical Inspection of the City of Chicago, who in turn will, upon approval, attach the City approval stamp, and return one copy to the submitter bearing the approval stamp of both the City and the Utility Supply Company; and any changes, corrections, additions, or deletions required by either the City or the Utility Supply Company for approval.

(b). The location of the service equipment shall be considered as to its suitability for temperature, dust, or dampness, and ready accessibility to meet the best conditions of safe usage and conformance with Section 87-230.60(a).

(c). Such service equipment shall be so designed, constructed, or assembled that it is capable of withstanding and interrupting the available fault current without abnormal damage to itself or its related equipment.

(d). The disconnecting means may consist of a single switch or circuit breaker of an approved type or by authority of a special permit, the installation may be made as necessitated by special conditions encountered.

(e). All such assemblies and/or switches or circuit breakers shall be identified as service equipment, and each switch or circuit breaker in the assembly shall be identified with its respective load.

(f). All unprotected bus work shall be properly enclosed and isolated. Facilities shall be provided for the Utility Supply Company seal. The only exposed live or unprotected bus shall be that part necessary to connect the line side of each switch and shall be of minimum length. Bus bars shall be cut for current transformers and links provided when the current transformer is not used and shall be provided with testing facilities for the Utility Company. A link shall be provided on the line side of the service switch or circuit breaker in the grounded conductor. Such link shall be located in service switch or circuit breaker enclosure, unless permission is obtained for an alternate location. (See Section 87-230.51(f)).

(g). Service entrance conductors and bus work on the line side of the service entrance switch or switches or circuit breaker or breakers shall have an ampacity sufficient to carry the load supplied, but shall not be less than 80% of the total rating of the service switch or switches or the frame size of the circuit breaker or breakers.

(h). Each switch or circuit breaker of the assembly shall be supplied by bus having an ampacity equal to the full rating of the switch or circuit breaker being served. The feeder capacity from each switch or circuit breaker shall be sufficient to carry the load supplied and shall not be protected by overcurrent devices rated at more than the ampacity of the conductors, and in no case shall be less than the ampacity of the bus feeding such switch or circuit breaker, except as provided in other sections of this code. (See Sections 87-220 and 87-430).

(i). Switches or circuit breakers need not be the same size; however, no switch or circuit breaker may be smaller than 400 amperes except where a small emergency lighting load is required in addition to the normal service supplied by the assembly, in which case, special permission may be obtained to utilize a switch or circuit breaker rated at less than 400 amperes. All switches or circuit breakers shall be mounted at operable heights from the floor.

(j). Service bus may be used as service entrance conductors from a service head. It shall be enclosed in a metal housing to and including the service head and shall be fitted with lugs for the full load capacity.

(k). Before any alterations may be made to equipment of this type, all provisions of this section must be complied with."

SECTION 47. That Chapter 87 of the Municipal Code of Chicago is amended by adding thereto a new sub-section to read as follows:

"87-230.85. Services Exceeding 600 Volts. Secondary conductors, not primary conductors, are regarded as constituting the service entrance conductors to the building in the following cases:

(a). Where step-down transformers are located outdoors, either on a pad or on poles or in a separate vault, or (b). Where step-down transformers are located in a separate building from the one being served, or (c). Where step-down transformers are located in the building being served in transformer vaults conforming to the requirements of 87-450.41 through 87-450.48, and they are under the sole control of the Utility Company."

SECTION 48. That Section 87-230.86 of the Municipal Code of Chicago is amended so as to read as follows:

"87-230.86. General. Service conductors and equipment used on systems exceeding 600 volts between conductors shall comply with all applicable provisions of 87-230 and in addition thereto with the provisions of 88-710."

SECTION 49. That Section 87-230.92 of the Municipal Code of Chicago is amended by adding thereto the following:

" 'Manually Operable' calls for a mechanical, rather than only electrical linkage between the circuit breaker and the point of operation, and refers to both the opening and closing operation."

SECTION 50. That Section 87-240.3 of the Municipal Code of Chicago is amended so as to read as follows:

"87-240.3. Overcurrent Protection of Conductors. Standard ratings for fuses and non-adjustable circuit breakers shall be 15, 20, 25, 30, 35, 40, 45, 50, 60, 70, 80, 90, 100, 110, 125, 150, 175, 200, 225, 250, 300, 350, 400, 450, 500, 600, 700, 800, 1000, 1200, 1600, 2000, 2500, 3000, 4000, 5000 and 6000. Conductors shall be protected in accordance with their ampacities, except as follows:

(a) Fuses. If the allowable ampacity of a conductor does not correspond to the rating of a standard size fuse, the next larger size or rating of fuse may be used, only where the rating is 800 amperes or less. Plug fuses shall not be used in circuits exceeding 125 volts between conductors, except circuits of a system having a grounded neutral and no conductor at more than 150 volts to ground.

The screwshell of all fuseholders shall be connected to the load side of the circuit.

(b) Non-Adjustable Trip Circuit Breakers. Non-adjustable trip circuit breakers, except as permitted in other sections of this code shall be rated in accordance with the ampacity of the conductors.

(c) Adjustable Trip Circuit Breakers. Except as permitted for motor installations, adjustable trip circuit breakers shall be rated in accordance with the rating of the conductors.

Sub-sections (d), (e), (f), (g) and (h) remain as presently written".

Section 51. That Chapter 87 of the Municipal Code of Chicago is amended by deleting therefrom "Section 87-240.11".

Section 52. That Section 87-240.53(a) of the Municipal Code of Chicago is amended so that it reads as follows:

"(a). Classification. Plug fuses and fuseholders of Type "S" shall be classified at not over 125 volts: 0-15 amperes, 16-20 amperes, and 21-30 amperes."

Section 53. That Section 87-240.53(b) of the Municipal Code of Chicago is amended so as to read as follows:

"(b). Fuses Usable Only in Fuseholders of the Same Classification. Fuses of the 16-20 ampere and the 21-30 ampere classifications shall not be usable with fuseholders or adapters of a lower ampere classification."

Section 54. That Section 87-240.61 of the Municipal Code of Chicago is amended so as to read as follows:

"87-240.61. Cartridge Fuses and Fuseholders. Cartridge fuses and fuseholders shall conform to the following:

(a). Classification. Cartridge fuses and fuseholders shall be classified as regards current and voltage as follows:

| *Not over 250 volts Amperes* | *Not over 300 volts Amperes* | *Not over 600 volts Amperes* |
|---|---|---|
| 0 - 30 | 0 - 15 | 0 - 30 |
| 31 - 60 | 16 - 20 | 31 - 60 |
| 61 - 100 | 21 - 30 | 61 - 100 |
| 101 - 200 | 31 - 60 | 101 - 200 |
| 201 - 400 | | 201 - 400 |
| 401 - 600 | | 401 - 600 |

601 - 6000 ampere cartridge fuses and fuseholders shall be classified at 600 volts as follows:

601 - 800
801 - 1200
1201 - 1600
1601 - 2000
2001 - 2500
2501 - 3000
3001 - 4000*
4001 - 5000*
5001 - 6000*

There are no 250 volt ratings over 600 ampere, however 600 volt fuses may be used for lower voltages. *Fuses rated at more than 3000 amperes may be used on voltages in excess of 250 only by special permission in conjunction with an approved type of ground fault protection.

(b). Non-interchangeable. 0-6000 ampere fuses and fuseholders shall be so designed that it will be impossible to insert a fuse of any given class into a fuseholder which is designed for a current lower or a voltage higher than that of the class to which it belongs without major difficulty. Fuseholders intended for use with current limiting fuses shall not permit the insertion of fuses which are not current limiting.

(c). Limitation, Fuses classified, "Not Over 300 Volts", shall never be used in a branch circuit, feeder or service unless there is a grounded neutral in the system which is present in every switch enclosure, circuit breaker cabinet, distribution center and junction box in the system.

(d). Marking. Fuses shall be plainly marked with the ampere rating, voltage rating, current limitation, when it applies, and the name or trademark of the manufacturer. Fuses which have been tested and approved for interrupting ratings greater than 10,000 amperes shall be marked with the rating for which they have been approved. They shall be legible and durable.

(e). Renewable Cartridge Fuses. Renewable cartridge fuses shall not be used."

Section 55. That Section 87-240.81 of the Municipal Code of Chicago is amended so that Subsection "(e)" thereof reads as follows:

"(e). Marking. Circuit breakers shall be plainly marked with the voltage and ampere ratings and the manufacturers name or trademark. Circuit breakers which have been tested and approved for interrupting ratings higher than 10,000 amperes shall be marked with the rating for which they have been approved. The markings shall be durable and legible and shall be visible after installation.";
and is further amended by deleting therefrom, Sub-sections: "(f), (g) and (h)" and is further amended by inserting a new Sub-section, "(f)" as follows:

"(f). Circuit breakers and their enclosures shall be of such design that it will be impossible to substitute two or more breakers in a space previously occupied by a lesser number of breakers. Adjustable trip circuit breakers shall not be used on new installations, except as permitted for motor installations."

Section 56. That Section 87-250.12 of the Municipal Code of Chicago is amended by adding thereto the following:

"It is recommended that two wire direct current systems operating at more than 300 volts be grounded if a neutral point can be established such that the maximum difference of potential between that point and any other point in the system does not exceed 300 volts. It is recommended that two wire direct current systems be ungrounded if the voltage to ground would exceed 300 after grounding."

Section 57. That Section 87-250.13 of the Municipal Code of Chicago is amended by placing a period "(.)" after the word 'grounded' and by deleting the remainder of the sentence.

Section 58. That Section 87-250.14 of the Municipal Code of Chicago is amended to read as follows:

"87-250.14. Alternating Current Systems. Secondary alternating current systems supplying interior wiring and interior alternating current wiring systems, except as provided in 87-250.15, 87-250.16, and 87-250.17, shall be grounded if they can be so grounded that the maximum voltage to ground does not exceed 150 volts. It is recommended that alternating current systems be grounded as provided in this article when the voltage to ground does not exceed 300 volts. Higher voltage systems may be grounded. All such ungrounded systems shall be equipped with ground detectors on the line side of the service switch. The ground detectors and the conductors to them shall be protected by proper overcurrent devices. The ground detector shall give an audible and visual indication of any ground. There shall be no disconnecting means in the ground detector circuit."

SECTION 59. That Section 87-250.23 of the Municipal Code of Chicago is amended by adding thereto the following sub-section:

"(a). Where the secondary system is grounded at any point, the grounded conductor shall be run to each individual service. This conductor shall not be smaller than the required grounding conductor specified in 87-250.94 (a)."

SECTION 60. That Section 87-250.44 of the Municipal Code of Chicago is amended by adding thereto a new sub-section as follows:

"(e). Extensive metal in or on buildings, such as metal siding, which may become energized and is subject to personal contact."

SECTION 61. That Section 87-250.45 of the Municipal Code of Chicago is amended by deleting therefrom subsection "c".;

and is further amended by adding thereto the following subsections:

"(c). In residential occupancies; clothes-washers, clothes-dryers, sump pumps, dish-washers, electric water heaters, furnaces, stoves, ranges, portable hand held motor operated tools and appliances such as drills, hedge clippers, lawn mowers, wet scrubbers, sanders, saws, garden cooking equipment, except where such tools and appliances are protected by an approved system of double insulation and are so marked.

"(d). In other than residential occupancies; (1) portable appliances used in wet or damp locations, or by persons standing on the ground or on conductive floors or working inside of metal tanks or boilers, and (2) portable tools which are likely to be used in wet and conductive locations shall be grounded except where supplied through an insulating transformer with ungrounded secondary of not over 50 volts. This paragraph shall not be considered to prohibit the use of an insulating transformer with a secondary voltage higher than 50 volts where the exposed metal parts of the appliance connected to such transformer are grounded, and provided other provisions of this code are fulfilled."

SECTION 62. That Section 87-250.55 of the Municipal Code of Chicago is amended by deleting therefrom the words:

"need not"

and substituting in lieu thereof:

"shall"

and is further amended by inserting a period "(.)" after "building" and deleting the remainder of the sentence.

SECTION 63. That Section 250.94 of the Municipal Code of Chicago is amended so as to read as follows:

"87-250.94 Alternating Current Systems.

(a) Service and Common Grounding Conductor for Grounded Systems. Where the wiring system is grounded, the size of the grounding conductor for an alternating current system or for a common grounding conductor shall not be less than is shown in Table 87-250.94(a), except that where connected

TABLE 87-250.94(a)

*Service and Common Grounding Conductor for Grounded Systems*

| *Size of Largest Service Conductor or Equivalent for Multiple Conductors* | | *Size of Grounding Conductor and Conduit* | |
|---|---|---|---|
| *Copper* | *Aluminum* | *Copper-Conduit* | *Aluminum-Conduit* |
| Up to 2 AWG | Up to 1/0 AWG | 8 AWG ½″ | 6 AWG ½″ |
| Up to 1/0 AWG | Up to 3/0 AWG | 6 AWG ½″ | 4 AWG ¾″ |
| Up to 3/0 AWG | Up to 250 MCM | 4 AWG ¾″ | 2 AWG ¾″ |
| Up to 350 MCM | Up to 500 MCM | 2 AWG ¾″ | 1/0 AWG 1″ |
| Up to 600 MCM | Up to 900 MCM | 1/0 AWG 1″ | 3/0 AWG 1″ |
| Up to 1100 MCM | Up to 1750 MCM | 2/0 AWG 1″ | 4/0 AWG 1¼″ |
| Up to 1300 MCM | Up to 2000 MCM | 3/0 AWG 1″ | 250 MCM 1¼″ |
| Up to 1700 MCM | Up to 2400 MCM | 4/0 AWG 1¼″ | 300 MCM 1¼″ |
| Up to 2000 MCM | Up to 2800 MCM | 250 MCM 1¼″ | 350 MCM 1¼″ |
| Up to 2400 MCM | Up to 3200 MCM | 300 MCM 1¼″ | 400 MCM 1½″ |
| Up to 2800 MCM | Up to 4000 MCM | 350 MCM 1¼″ | 500 MCM 1½″ |
| Up to 3200 MCM | Up to 4800 MCM | 400 MCM 1½″ | 600 MCM 2″ |
| Up to 4000 MCM | Up to 5600 MCM | 500 MCM 1½″ | 700 MCM 2″ |
| Up to 4800 MCM | Up to 6400 MCM | 600 MCM 2″ | 800 MCM 2″ |
| Up to 5600 MCM | Up to 7200 MCM | 700 MCM 2″ | 900 MCM 2″ |
| Up to 6400 MCM | Up to 8000 MCM | 800 MCM 2″ | 1000 MCM 2″ |
| | Up to 10000 MCM | | 1250 MCM 2½″ |
| | Up to 12000 MCM | | 1500 MCM 2½″ |

TABLE 87-250.94(b)

*Service Equipment Grounding Conductor for Ungrounded Systems.*

| *Size of the Largest Service Conductor or Equivalent for Multiple Conductors* | | *Size of Grounding Conductor, or Conduit or EMT* | | | |
|---|---|---|---|---|---|
| *Copper* | *Aluminum* | *Copper* | *Aluminum* | *Conduit* | *EMT* |
| Up to 2 AWG | Up to 0 AWG | 8 | 6 | ½″ | ½″ |
| Up to 1/0 AWG | Up to 3/0 AWG | 6 | 4 | ½″ | 1″ |
| Up to 3/0 AWG | Up to 250 MCM | 4 | 2 | ¾″ | 1¼″ |
| Up to 350 MCM | Up to 500 MCM | 2 | 0 | ¾″ | 1¼″ |
| Up to 600 MCM | Up to 900 MCM | 0 | 3/0 | 1 | 2 |
| Up to 1100 MCM | Up to 1750 MCM | 2/0 | 4/0 | 1 | 2 |
| Over 1100 MCM | Over 1750 MCM | 3/0 | 250 MCM | 1 | 2 |

to made electrodes, as in 87-250.83, the conductor need not be larger than #6 AWG copper, or its equivalent in ampacity.

(b) Service Equipment Grounding Conductor for Ungrounded Systems. Where the wiring system is ungrounded, the size of the grounding conductor for the service raceway and the service equipment shall not be less than as is shown in Table 87-250.94(b), except that where connected to made electrodes, as in 87-250.83, the conductor need not be larger than #6 AWG copper or its equivalent in ampacity.

Either copper conductors, aluminum conductors, conduit or EMT may be used as the required grounding conductor. When a copper or aluminum wire or cable is used, it must be encased in either conduit or EMT.

(c) In high rise buildings where secondary transformers are located on various floors throughout the building and in buildings which cover a large area where secondary transformers are located throughout the building a common grounding conductor may be used as the required ground for all such secondary transformers. The common grounding conductor shall not be smaller than 4/0 AWG copper or its equivalent and shall be installed in not less than 1¼″ conduit. All splices or taps on this conductor shall be made in an approved enclosure. The common grounding conductor shall be effectively grounded as is provided in 87-250.81, 87-250.82 and 87-250.83."

SECTION 64. That Section 87-250.95 of the Municipal Code of Chicago is amended so as to read as follows:

"87-250.95. Interior Raceways and Equipment. The size of the grounding conductor for raceways, cable sheath or armor and enclosures for electrical equipment shall not be less than is given in Table 87-250.95.

TABLE 87-250.95

Interior Raceway and Equipment Grounding Conductor

| *Rating or Setting of Overcurrent Device Ahead of Raceway or Equipment.* | *Size of Grounding* | *Conductor* |
|---|---|---|
| *(not more than)* | *Copper* | *Aluminum* |
| 15 | 14 | 12 |
| 20 | 12 | 10 |
| 30 | 10 | 8 |
| 40 | 10 | 8 |
| 60 | 10 | 8 |
| 100 | 8 | 6 |
| 200 | 6 | 4 |
| 400 | 3 | 1 |
| 600 | 1 | 2/0 |
| 800 | 0 | 3/0 |
| 1000 | 2/0 | 4/0 |
| 1200 | 3/0 | 250 MCM |
| 1600 | 4/0 | 350 MCM |
| 2000 | 250 MCM | 400 MCM |
| 2500 | 350 MCM | 500 MCM |
| 3000 | 400 MCM | 600 MCM |
| 4000 | 500 MCM | 800 MCM |
| 5000 | 700 MCM | 1000 MCM |
| 6000 | 800 MCM | 1200 MCM |

Note. Overcurrent protective devices rated in excess of 3000 amperes may be used only with special permission, when additional ground fault protection is provided."

SECTION 65. That Section 87-300.4 of the Municipal Code of Chicago is amended by changing the "5" in the fourth sentence thereof to "7".

SECTION 66. That Section 87-300.6 of the Municipal Code of Chicago is amended by adding thereto the following:

"The continuity of an identified grounded conductor shall not be dependent upon device connections, such as lampholders, receptacles, etc., where the removal of such devices would interrupt the continuity."

SECTION 67. That Section 87-300.11 of the Municipal Code of Chicago is amended by inserting the words: "Fixture", between "same" and "enclosure", in the second sentence thereof.

SECTION 68. That the Table in Section 87-300.14 of the Municipal Code of Chicago is amended so as to read as follows:

| | *Conductors* | |
|---|---|---|
| *Conductor Sizes* | *Aluminum* | *Copper* |
| #18 to #8 not greater than | 100′ | 100′ |
| #6 to #0 | 200′ | 100′ |
| 2/0 to 4/0 | 180′ | 80′ |
| 250 MCM to 350 MCM | 135′ | 60′ |
| 400 MCM to 500 MCM | 120′ | 50′ |
| 600 MCM to 750 MCM | 95′ | 40′ |
| Over 750 | 85′ | 35′ |

And is further amended by deleting sub-sections "(a)", "(b)" and "(c)"

And is further amended by inserting the following immediately after the Table:

"The required support shall be accomplished by the use of devices specifically designed, manufactured and approved for the purpose installed in enclosures spaced the required distances apart."

SECTION 69. That Section 87-300.18 of the Municipal Code of Chicago is amended by adding to the last sentence thereof the following:

". . . . phase and the neutral if one is used."

SECTION 70. That Chapter 87 of the Municipal Code of Chicago is amended by deleting therefrom Section 87-300.20.

SECTION 71. That Chapter 87 of the Municipal Code of Chicago is amended by adding thereto the following new Sections:

"87-300.20 Prevention of the Spread of Fire. Electrical installations shall be so made that the possible spread of fire through fire-stopped partitions, hollow spaces, fire walls, ceilings, floors, vertical shafts, ventilation shafts, air handling spaces, ducts or plenum chambers is reduced to a minimum. Openings made in any fire-rated wall, ceiling or floor shall be effectively closed and repaired so that the fire rating has not been reduced below an acceptable level."

87-300.21. Wiring in Air-Handling Ducts or Spaces.

(a) No wiring system nor electrical equipment of any type shall be installed in any duct, or shaft which contains such ducts, used to transport dust, loose stock, flammable vapors or ventilation of commercial type cooking equipment.

(b) Where it is necessary to run electrical wiring in ducts or plenum chambers to connect electrical equipment permitted to be in such ducts or plenum chambers, the following wiring methods shall be used:

1. MI cable, rigid conduit, or EMT, liquid tight flexible metal conduit in lengths not to exceed 4″ to connect adjustable equipment.

2. Connectors used with these wiring methods shall effectively close any openings in the connection or termination.

3. Where equipment is installed in plenums and illumination is necessary for proper maintenance, enclosed gasketed fixtures shall be used.

(c) Where a wiring system is installed in any air-handling space other than those described in subsections (b) and (d) of this section, the following wiring methods and equipment shall be used:

1. MI cable, rigid conduit, EMT, and liquid tight flexible metal conduit in lengths not to exceed 6″ for the connection of fixtures required by this code.

2. Connectors and couplings used in conjunction with these wiring methods shall effectively close any openings in the connection or termination.

3. Junction boxes shall contain no openings other than those used for mounting purposes and shall be gasketed.

4. That part of fixtures and devices which protrude into the air-handling space shall contain no openings.

(d) The provisions of this section are not intended to apply to integral fan systems, specifically approved for the purpose, nor to habitable rooms or areas of the building the prime purpose of which is not air-handling.

(e) The wiring systems used for data processing systems and located in air handling spaces created by raised floors and the like shall conform to the following:

1. All conductors, cords and cables shall be enclosed in an approved raceway.

2. No wiring other than that specifically required by the data processing system shall be installed.

3. All exposed metal parts shall be grounded in accordance with the provisions of 87-250.

4. Provisions for disconnecting the ventilating system serving the data processing room and the power to all the electrical equipment in that room, except the lighting if it is not in the air handling space, shall be located where readily accessible to the operator and at each door designated as an exit from that room.

SECTION 72. That Section 87-310.2 of the Municipal Code of Chicago is amended so that the Table therein reads as follows:

TABLE 87-310.2
*Conductor Application*

| *Trade Name* | *Type Letter* | *Max. Operating Temp.* | *Application Provisions* |
|---|---|---|---|
| Rubber-Covered Solid, or 7 Strand Fixture Wire | *RF-1 | 60C 140F | Fixture Wiring Only. 300V |
| | *RF-2 | 60C 140F | Fixture Wiring Only. |
| Rubber-Covered Fixture Wire Flexible Stranding | *FF-1 | 60C 140F | Fixture Wiring Only. 300V |
| | *FF-2 | 60C 140F | Fixture Wiring Only. |
| Heat-Resistant Rubber-Covered Fixture Wire Solid, or 7-Strand | *RFH-1 | 75C 167F | Fixture Wiring Only. 300V |
| | *RFH-2 | 75C 167F | Fixture Wiring Only. |
| Heat-Resistant Rubber-Covered Fixture Wire Flexible Stranding | *FFH-1 | 75C 167F | Fixture Wiring Only. 300V |
| | *FFH-2 | 75C 167F | Fixture Wiring Only. |
| Thermoplastic Covered Fixture Wire Solid, or Stranded | *TF | 60C 140F | Fixture Wiring Only. |
| Thermoplastic Covered Fixture Wire Flexible Stranding | *TFF | 60C 140F | Fixture Wiring Only. |
| Heat-Resistant Thermoplastic-Covered Fixture Wire Solid or 7-Strand | *TFN | 90C 194F | Fixture Wiring Only. |
| Heat-Resistant Thermoplastic-Covered Fixture Wire Flexible Stranding | *TFFN | 90C | Fixture Wiring |
| | *TFFN | 90C 194F | Fixture Wiring Only. |
| Flourinated Ethylene Propylene, Fixture Wire Solid, or 7-Strand | *PF<br>*PGF | 150C<br>302F | Fixture Wiring Only. |
| Flourinated Ethylene Propylene, Fixture Wire Flexible Stranding | *PFF<br>*PGFF | 150C<br>302F | Fixture Wiring Only. |
| Cotton Covered, Heat-Resistant, Fixture Wire | *CF | 90C 194F | Fixture Wiring Only. 300V |
| Asbestos Covered, Heat-Resistant, Fixture Wire | *AF | 150C 302F | Fixture Wiring 300V. Dry Locations Only. |

| *Trade Name* | *Type Letter* | *Max. Operating Temp.* | *Application Provisions* |
|---|---|---|---|
| Silicone Rubber Insulated | *SF-1 | 200C | Fixture Wiring Only. 300V |
| Fixture Wire, Solid or 7-Strand | *SF-2 | 392F | Fixture Wiring Only. |
| Silicone Rubber Insulated Fixture Wire | *SFF-1 | 150C<br>302F | Fixture Wiring Only. 300V |
| Flexible Stranding | *SFF-2 | 150C<br>302F | Fixture Wiring Only |
| Heat-Resistant Rubber | RH | 75C<br>167F | Dry Locations |
| Heat-Resistant Rubber | RHH | 90C<br>194F | Dry Locations |
| Moisture and Heat Resistant Rubber | RHW | 75C<br>167F | Dry and Wet Locations |
| Thermoplastic | T | 60C<br>140F | Dry Locations |
| Moisture and Heat Resistant Thermoplastic | THHN | 90C<br>194F | Dry Locations |
| Moisture Resistant Thermoplastic | TW | 60C<br>140F | Dry and Wet Locations |
| Moisture and Heat Resistant Thermoplastic | THW | 75C<br>167F | Dry and Wet Locations |
| Moisture, Heat and Oil Resistant Thermoplastic | MTW | 60C<br>140F | Dry and Wet Locations. Machine Tool Wiring. |
| | | 90C<br>194F | Dry Locations. Machine Tool Wiring. |
| Moisture, Heat and Oil Resistant Thermoplastic | THW-MTW | 75C<br>167F | Dry and Wet Locations |
| | | 90C<br>194F | Special application within equip. (#14-#8 only) |
| Moisture and Heat Resistant, Crosslinked, Thermosetting Polyethylene | XHHW | 90C<br>194F | Dry Locations |
| | | 75C<br>167F | Wet Locations |
| Moisture and Heat Resistant Thermoplastic | THWN | 75C<br>167F | Dry and Wet Locations |
| Thermoplastic and Asbestos | TA | 90C<br>194F | Switchboard Wiring Only |
| Thermoplastic and Fibrous Outer Braid | TBS | 90C<br>194F | Switchboard Wiring Only |
| Synthetic Heat-Resistant | SIS | 90C<br>194F | Switchboard Wiring Only |
| Mineral Insulation Metal Sheathed | MI | 85C<br>185F | Dry and Wet Locations |
| Special applications: Max. operating temperature 250C. | | | |
| Silicone Asbestos | SA | 90C<br>194F | Dry Locations |
| Special applications: Max. operating temperature 125C. | | | |
| Varnished Cambric | V | 85C<br>185F | Dry Locations |
| Asbestos and Varnished Cambric | AVA | 110C<br>230F | Dry Locations |
| Asbestos and Varnished Cambric (Lead Sheathed) | AVL | 110C<br>230F | Dry and Wet Locations |
| Asbestos and Varnished Cambric (Cotton Braid) | AVB | 90C<br>194F | Dry Locations |
| Fluorinated Ethylene Propylene | FEP<br>or<br>FEPB | 90C<br>194F<br>200C<br>392F | Dry Locations<br>Dry Locations & Special Application. |
| Asbestos | A<br>AA | 200C<br>392F | Dry Locations For leads to or within apparatus 300V. |
| Asbestos | AI<br>AIA | 125C<br>257F | Dry Locations For leads to or within apparatus. 300V. |

| *Trade Name* | *Type Letter* | *Max. Operating Temp.* | *Application Provisions* |
|---|---|---|---|
| Paper | | 85C | Underground Service Cond. |

*Fixture wires are not approved as branch circuit conductors nor for the connection of portable or stationary appliances. They may however be used as provided for in Section 88-725.

SECTION 73. That Section 87-310.2(b) of the Municipal Code of Chicago is amended so as to read as follows:

"b. Wet Locations. Conductors used in any location where they will be subjected to moisture shall be specifically approved for the purpose."

SECTION 74. That Section 87-310.5 of the Municipal Code of Chicago is amended so as to read as follows:

"87-310.5. Conductors in Parallel. (Multiple). Size 1/0 AWG conductor sand larger may be run in parallel provided:

a. all conductors are the same length.
b. all conductors are the same type. (insulation)
c. all conductors have the same circular mil area.
d. they all are of the same metallic content.
e. all of the conductors originate and terminate in such a manner as to insure equal division of the total current between all of the conductors."

SECTION 75. That Section 87-334.2 of the Municipal Code of Chicago is amended so as to read as follows:

"87-334.2. Use. Armored cable may be used only for concealed work in dry locations, except as permitted in section 87-334.4. Armored cable may be run or fished in the air voids of concrete masonry block or tile walls where such walls are not subject to moisture or dampness; it may be run or fished in existing walls or partitions where it is not possible to install conduit or EMT; it may run in existing floors or ceilings where it is not possible to install conduit or EMT.

a. It shall not be used: (1) where exposed to the weather or deleterious moisture; (2) for underground runs; (3) where exposed to oil, gasoline or any other liquid or vapor having a deleterious effect on insulation; (4) in theaters, except as provided in 88-520; (5) in motion picture studios; (6) in hazardous locations; (7) in storage battery rooms; (8) on cranes or hoists except as provided in 88-610.13; nor (9) in hoistways or on elevators or escalators, except as provided in 88-620. It shall never be used in new buildings nor buildings or parts of buildings being remodeled where it would be subject to mechanical injury.

b. It may be used in existing partitions where it is fished. It may never be used between outlets in new partitions or in existing partitions where the exterior finish of the partition has been removed for remodeling.

SECTION 76. That Section 87-334.4 of the Municipal Code of Chicago is amended so as to read as follows:

"87-334.4. Exposed Work. Armored cable may be used for exposed work; (1) in lengths not more than 24″ long at terminations where flexibility is necessary; (2) in accessible, but not habitable, attics and roof spaces, see 87-334.6; (3) in lengths not to exceed 5′ below the basement ceiling joists where it is necessary to connect to a cabinet or a junction box.

SECTION 77. That Section 87-336.6 of the Municipal Code of Chicago is amended so as to read as follows:

"87-336.6. Cable shall not be run exposed."

SECTION 78. That Chapter 87 of the Municipal Code of Chicago is amended by deleting therefrom Sections: "87-336.14" and "87-336.17".

SECTION 79. That Section 87-338 of the Municipal Code of Chicago is amended to read as follows:

"87-338. Service Entrance Cable. (Type SE)

87-338.1. Use. Service entrance cable may be used: (1) as service entrance conductors on existing residential occupancies only, where no more than three apartments are served from such services; (2) in interior wiring systems of existing residential occupancies as circuit conductors for electric ranges, electric water heaters and electric clothes dryers. Where it is used as the circuit conductors supplying such appliances, the frames of the appliances shall be bonded to the neutral conductor of the cable assembly.

87-338.2 Service entrance cable (Type SE) shall not be used as a wiring method in buildings under construction or in a portion of an existing building being remodeled.

87-338.3. Installation. Cable shall not be spliced, but shall run without interruption from outlet, and shall be provided with approved fittings. Where cable is run exposed, it shall closely follow the surface and be fastened at intervals not exceeding 18″; and when crossing exposed joists, it shall be fastened to a running board. Where run on the exterior of a building, the cable shall be run in a workmanlike manner in straight lines, except that a drip loop shall be provided immediately adjacent to any enclosure into which the cable enters unless the enclosures is provided with a threaded hub and waterproof cable fittings are used."

SECTION 80. That Section 87-339 of the Municipal Code of Chicago is amended by adding to the heading:

"TYPE USE AND TYPE UF."

SECTION 81. That Section 87-339.1 of the Municipal Code of Chicago is amended to read as follows:

"87-339.1. Scope. Direct burial conductors shall be either USE or UF, or as described in 87-230.11. When used as service entrance conductors, the installation shall conform to the provisions of 87-230. When used as feeders or as branch circuits, the installation shall conform to 87-210, 87-220, 87-240, and in addition shall comply with 87-339.2 to 87-339.7 inclusive."

SECTION 82. That Chapter 87 of the Municipal Code of Chicago is amended by deleting therefrom the following:

"Sections 87-342, 87-342.1, 87-342.2, 87-342.3, 87-342.4, 87-342.5, 87-342.6, 87-342.7, 87-342.8, and 87-342.9."

SECTION 83. That Chapter 87 of the Municipal Code of Chicago is amended by deleting therefrom the following:

"Section 87-345" and "Section 87-345.1."

SECTION 84. That Section 87-346.2 of the Municipal Code of Chicago is amended by adding thereto the following:

"Aluminum rigid metal conduit and fittings shall not be installed or imbedded in concrete slabs, walls, floors, piers, columns or other concrete construction or indirect contact with the earth if there are addmixtures in the concrete which could have a deleterious effect on the conduit or if the earth contains chemicals which could have a deleterious effect on the conduit."

SECTION 85. That Section 87-346.10 of the Municipal Code of Chicago is amended so that the Table therein reads as follows:

| *Size of Conduit* | *Conductors Without Lead Sheath* | *Conductors With Lead Sheath* |
|---|---|---|
| ½″ | 4″ | 6″ |
| ¾″ | 5″ | 8″ |
| 1″ | 6″ | 11″ |
| 1¼″ | 8″ | 14″ |
| 1½″ | 10″ | 16″ |
| 2″ | 12″ | 21″ |
| 2½″ | 15″ | 25″ |
| 3″ | 18″ | 31″ |
| 3½″ | 21″ | 36″ |
| 4″ | 24″ | 40″ |
| 4½″ | 27″ | 45″ |
| 5″ | 30″ | 50″ |
| 6″ | 36″ | 61″ |

SECTION 86. That Chapter 87 of the Municipal Code of Chicago is amended by adding thereto the following new Sections:

"87-347. Rigid Non-Metallic Conduit.

87-347.1. Description. The provisions of this Section shall apply to a type of conduit and fittings of suitable non-metallic material which is resistant to moisture and chemical atmospheres. For use above ground it shall also be flame-retardant, resistant to impact and crushing, shall resist distortion due to heat under conditions likely to occur in service and shall be resistant to low temperature and sunlight effects. For use underground, the material shall be acceptable resistant to moisture and corrosive agents and shall be of sufficient strength to withstand abuse, such as crushing and impact in handling and during installation. Where intended for direct burial, without encasement in concrete, the material shall also be capable of withstanding continued loading which is likely to be encountered after installation.

Materials which have been recognized as having acceptable physical characteristics when properly formed and treated include fiber, asbestos cement, soapstone, rigid polyvinyl chloride and high density polyethylene for underground use and rigid polyvinyl chloride for use above ground.

87-347.2. Use Permitted. Rigid non-metallic conduit and fittings approved for the purpose may be used only under the following conditions and only when the voltage is 600 volts or less except as noted for direct burial:

a. Direct Earth Burial. Rigid non-metallic conduit shall not be buried less than 24″ below grade and when the voltage exceeds 600 volts shall be encased in not less than 2″ of concrete.

b. Corrosive Atmospheres. In locations subject to severe corrosive influences as set forth in section 87-300.3 and where subject to the chemicals for which the materials are specifically approved.

87-347.3. Use Prohibited. Any use not specifically permitted in section 87-347.2.

87-347.4. Other Sections. The installation of rigid non-metallic conduit shall comply with and be regulated by the provisions of the applicable subsections of 87-300 and all other sections of this code pertinent thereto.

87-347.5. Trimming. All cut ends shall be trimmed inside and outside to remove all rough edges.

87-347.6. Joints. All joints between conduit and couplings, fittings and boxes shall be made by a method specifically approved for this purpose.

87-347.7. Supports. Rigid non-metallic conduit shall be supported as required in Table 87-347.7. In addition there shall be a support within 4′ of each box, cabinet or other conduit termination.

| *Conduit Size, Inches* | *Maximum Spacing Between Supports, feet* |
|---|---|
| ½ | 4 |
| ¾ | 4 |
| 1 | 5 |
| 1¼ | 5 |
| 1½ | 5 |
| 2 | 5 |
| 2½ & 3 | 6 |
| 3½, 4 & 5 | 7 |
| 6 | 8 |

87-347.8. Expansion Joints. Expansion joints for rigid non-metallic conduit shall be provided where required to compensate for the thermal expansion and contraction.

87-347.9. Minimum Size. No conduit smaller than ½″ electrical trade size shall be used. All conduit shall be supplied in 10′ lengths.

87-347.10. Number of Conductors. The maximum number of conductors permitted in a single conduit shall conform to the provisions of the applicable Table in Section 88-10.

87-347.11. Bushings, Where a conduit enters a box, cabinet or other fitting a bushing or other adapter shall be provided to protect the conductors from abrasion, unless the design of the enclosure is such as to provide equivalent protection. See Section 87-373.6.

87-347.12 Bends. Bends of rigid non-metallic conduit shall be so made that the conduit will not be injured and that the internal diameter will not be effectively reduced. Field bends shall be made only with bending equipment specifically approved for the purpose by the manufacturer of the conduit, and the inner radius of the curve shall not be less than is shown in Table 87-346.10.

87-347.13. Number of Bends. A run of conduit between outlets or fittings shall not contain more than four quarter bends (360 degrees)."

SECTION 87. That Section 87-348.2 of the Municipal Code of Chicago is amended by adding thereto the following:

"See Section 87-346.2 for the use of aluminum conduit in concrete or earth."

SECTION 87a. That Section 87-348.5 of the Municipal Code of Chicago is amended by deleting therefrom: "2-inch"; and by inserting in lieu thereof: "4-inch".

SECTION 88. That Section 87-350.2 of the Municipal Code of Chicago is amended so as to read as follows:

"87-350.2 Use. Flexible metal conduit may be used as follows: (1) for the connection of motors or recessed fixtures; (2) in existing walls, floors, ceilings or partitions, when it is fished; (3) for the necessary flexibility at the termination of conduit runs.

(a). Uses Prohibited. Flexible metal conduit shall not be used: (1) in lengths exceeding six feet, except where fished in existing construction; (2) in wet locations, unless the conductors are specifically approved for the conditions encountered; (3) in hoistways, except as permitted in Section 88-620.6; (4) in storage battery rooms; (5) in hazardous locations; (6) in atmospheres which would have a deleterious effect on the conductors unless they are specifically approved for the conditions encountered; (7) in buildings under construction or being remodeled, except as provided for in permitted uses; (8) where run exposed below the first floor, except that 6 feet of any run may extend below the basement ceiling to connect to a cabinet, outlet box or junction box.

(b). Flexible metal conduit shall be cut perpendicular to its axis so as to present a square end for insertion into a fitting."

SECTION 89. That Section 87-350.3 of the Municipal Code of Chicago is amended so as to read as follows:

"87-350.3. Minimum Size. Flexible metal conduit less than ½" electrical trade size shall not be used, except that 3/8" electrical trade size may be used in lengths not to exceed 6 feet, containing not more than two No. 14 AWG conductors and terminating in a single fixture or device."

SECTION 90. That Chapter 87 of the Municipal Code of Chicago is amended by adding thereto a new sub-section as follows:

"87-350.4 Liquid-tight Flexible Metal Conduit. Approved liquid-tight flexible metal conduit shall be used in conformance with all applicable provisions of 87-350 and shall be used in conjunction with fittings specifically approved for the purpose."

SECTION 91. That Section 87-354.4 of the Municipal Code of Chicago is amended by adding thereto the following:

. . . . AWG, "except by special permission."

SECTION 92. That Section 87-362.1 of the Municipal Code of Chicago is amended so as to read as follows:

"87-362.1 Definition and Scope. Wireways are sheet metal troughs with hinged or removable covers for housing and protecting electrical conductors and cables in which the conductors are laid in place after the wireway has been installed as a complete system. The installation of wireways shall comply with all of the applicable provisions of 87-300.1 through 87-300.20 and in addition shall comply with the provisions of 87-362.2 through 87-362.-10."

SECTION 93. That Section 87-362.4 of the Municipal Code of Chicago is amended by adding thereto the following:

"The correction factors specified in the Tables of 88-10 are not applicable to the foregoing."

SECTION 94. That Section 87-364.2 of the Municipal Code of Chicago is amended by adding thereto the following:

"Busways may be used as service entrance conductors. See 87-230.31."

SECTION 95. That Section 87-370.7 and subsections (a) and (b) thereof of the Municipal Code of Chicago are amended so as to read as follows:

87-370.7. Supports. Boxes shall be rigidly and securely fastened to the surface upon which they are mounted, or securely and rigidly embedded in concrete or masonry. Except as otherwise provided in this section, boxes shall be supported from a structural member of the building, either directly or by using a substantial and approved metallic or wooden brace. If of wood, the brace shall not be less than normal 1" thickness. If of metal, it shall be corrosion resistant and shall not be less than 0.239" (#24 MSG) thick.

Where mounted in new walls in which no structural members are provided or in existing walls in previously occupied buildings, boxes less than 100 cubic inches in size, specifically approved for the purpose, shall be affixed with approved anchors or clamps so as to provide a rigid and secure installation.

Threaded boxes or fittings less than 100 cubic inches in size, which do not contain devices or support fixtures may be considered adequately supported of two or more conduits are threaded into the box wrench tight and are supported within three feet of the box on two or more sides as is required by this section."

SECTION 96. That Section 87-370.8 of the Municipal Code of Chicago is amended by changing:

"1-¼", to "1" in sub-section "(a)" thereof; and is further amended by deleting therefrom: subsection "87-370.8(a) (3) Exceptions"

SECTION 97. That Section 87-370.9 of the Municipal Code of Chicago is amended so as to read as follows:

"87-370.9. Number of Conductors in a Box. Box shall be of sufficient size to provide free space for all conductors enclosed in the box.

(a) The maximum number of conductors, not counting fixture wires, permitted in outlet and junction boxes shall be as is specified in the following Tables with the exceptions noted:

DEEP BOXES

| *Box Dimensions, Inches Trade Size* | *Cubic Inch Cap.* | *Maximum Number of Conductors* #14 | #12 | #10 | #8 |
|---|---|---|---|---|---|
| 3¼ x 1¼ Octagonal | 10.9 | 5 | 4 | 4 | 3 |
| 3½ x 1½ " | 11.9 | 5 | 5 | 4 | 3 |
| 4 x 1½ " | 17.1 | 8 | 7 | 6 | 5 |
| 4 x 2⅛ " | 23.6 | 11 | 10 | 9 | 7 |
| 4 x 1½ Square | 22.6 | 11 | 10 | 9 | 7 |
| 4 x 2⅛ " | 31.9 | 15 | 14 | 12 | 10 |
| 4-11/16 x 1½ " | 32.2 | 16 | 14 | 12 | 10 |
| 4-11/16 x 2⅛ " | 46.4 | 23 | 20 | 18 | 15 |
| 3 x 2 x 1½ Device | 7.9 | 3 | 3 | 3 | 2 |
| 3 x 2 x 2 " | 10.7 | 5 | 4 | 4 | 3 |
| 3 x 2 x 2¼ " | 11.3 | 5 | 5 | 4 | 3 |
| 3 x 2 x 2½ " | 13 | 6 | 5 | 5 | 4 |
| 3 x 2 x 2¾ " | 14.6 | 7 | 6 | 5 | 4 |
| 3 x 2 x 3½ " | 18.3 | 9 | 8 | 7 | 6 |
| 4 x 2⅛ x 1½ " | 11.1 | 5 | 4 | 4 | 3 |
| 4 x 2⅛ x 1⅞ " | 13.9 | 6 | 6 | 5 | 4 |
| 4 x 2⅛ x 2⅛ " | 15.6 | 7 | 6 | 6 | 5 |

See Section 87-370.8 where boxes are used as junction or pull boxes.

SHALLOW BOXES

| *Box Dimensions, Inches Trade Size* | | *Cubic Inch Cap.* | *Maximum Number of Conductors* #14 | #12 | #10 |
|---|---|---|---|---|---|
| 3¼ | Octagonal | | 4 | 4 | 3 |
| 4 | " | | 6 | 6 | 4 |
| 4 x 1¼ | Square | | 9 | 7 | 6 |
| 4-11/16 x 1¼ | " | | 8 | 6 | 6 |

All boxes less than 1½" deep are considered to be shallow.

These Tables apply where no fittings or devices, such as fixture studs, hickeys, switches, receptacles, etc. are contained in the box. Where one or more of these are installed in the box, the number of conductors shall be one less than is shown in the Table for each such device. A conductor running through the box is counted as one conductor, and each conductor terminating in the box is counted as one conductor.

(b) For combinations not shown in the above Tables, the following shall apply:

| *Size of Conductor* | *Free Space Within Box for each Conductor* |
|---|---|
| #14 | 2 cubic inches |
| #12 | 2.25 cubic inches |
| #10 | 2.5 cubic inches |
| #8 | 3 cubic inches |
| #6 | 5 cubic inches |

(c) Marking. Boxes other than those described in the Tables in this section shall be durably and legibly marked by the manufacturers with their cubic inch content. All boxes shall be marked with the manufacturer's name or trade mark.

(d) Motor Terminal Housings shall conform with the provisions of Section 87-430.34.

(e) Clearance. No device shall be installed in any outlet, switch or junction box such that there is less than ¼ inch of air space between any surface of the device and any surface of the box."

Section 98. That Section 87-370.10. (c) of the Municipal Code of Chicago is amended by adding thereto the following:

"Where non-metallic conduit is installed with non-metallic boxes or fittings, the conduit shall be secured to such boxes and fittings in an approved manner."

Section 99. That Section 87-373.6 of the Municipal Code of Chicago is amended so as to read as follows:

"87-373.6. Deflection of Conductors. Conductors entering or leaving any enclosure, cabinet or cutout box shall conform to the following:

(a) Width of Gutters. Conductors shall not be deflected in an enclosure unless a clear unobstructed gutter having a width in accordance with the following Table is provided.

| *AWG or Circular Mil Size of Wire* | *Minimum Unobstructed Bending Space in Inches* | | | | |
|---|---|---|---|---|---|
| | *Wires per Terminal* | | | | |
| | 1 | 2 | 3 | 4 | 5 |
| 14 - 8 | Not Specified | | | | |
| 6 | 1½ | — | — | — | — |
| 4 - 3 | 2 | — | — | — | — |
| 2 | 2½ | — | — | — | — |
| 1 | 3 | — | — | — | — |
| 1/0 - 2/0 | 3½ | — | — | — | — |
| 3/0 - 4/0 | 4 | 6 | 8 | — | — |
| 250M | 4½ | 6 | 8 | 10 | — |
| 300 - 350M | 5 | 8 | 10 | 12 | — |
| 400 - 500M | 6 | 8 | 10 | 12 | 14 |
| 600 - 700M | 8 | 10 | 12 | 14 | 16 |
| 750 - 900M | 8 | — | — | — | — |
| 1000 - 1250M | 10 | — | — | — | — |
| 1500 - 2000M | 12 | — | — | — | — |

The distance shall be measured in a straight line from the end of the lug or terminal in the direction in which the conductor leaves the terminal to the wall or barrier.

(b) Insulation at Bushings. Where conductors #4 or larger enter an enclosure, the conductors shall be protected by a substantial insulating bushing. Double locknuts shall be used with insulating bushings."

Section 100. That Section 87-373.7(b) of the Municipal Code of Chicago is amended so as to read as follows:

"(b). Used as junction Boxes. Cabinets, cutout boxes and switch enclosures shall not be used as junction boxes, troughs or raceways for conductors feeding through or tapping off of conductors in these enclosures unless the enclosure has been specifically approved for this purpose and sufficient gutter space and terminals have been provided."

Section 101. That Section 87-374.6 of the Municipal Code of Chicago is amended so as to read as follows:

"87-374.6. Ampacity of Conductors. The ampacities of copper and aluminum conductors are given in the Tables in Section 88-10. The correction factors specified shall not apply to conductors in auxiliary gutters. The current carried continuously in bare copper bars shall not exceed 1000 amperes per square inch of cross section area of the bar. The current carried continuously in bare aluminum bars shall not exceed 700 amperes per square inch of cross section area of the bar."

Section 102. That Chapter 87 of the Municipal Code of Chicago is amended by deleting therefrom:

"Section 87-374.9"

Section 103. That Section 87-384.11 of the Municipal Code of Chicago is amended by adding thereto the following:

"No new switchboard shall be installed if it contains any exposed live parts. No existing switchboard which contains exposed live parts shall be altered in any manner, unless specific permission to do so has been obtained in writing from the Chief Electrical Inspector."

Section 104. That Section 87-384.12 of the Municipal Code of Chicago is amended by adding thereto the following:

"Switchboard rooms which may be subject to occasional flooding shall be equipped with sump pumps."

Section 105. That Section 87-384.15 of the Municipal Code of Chicago is amended so as to read as follows:

"87-384.15. Clearance Around Switchboards. The following clearances shall be provided and maintained around all switchboards:

(a). Switchboards 42″ or less in width may be wall mounted provided adequate depth is provided for access to all connections and terminations from side panels or from the front of the board.

(b). Unless specifically approved otherwise, switchboards more than 42″ in width shall have the following unobstructed clearances provided and maintained:

1. Front. 36″ along the entire front of the board, unless there are doors in the front of the board which measure more than 36″ in which case adequate space shall be provided so that the doors may be opened completely.
2. Back. 36″ of clear unobstructed space along the entire back of the board, unless the doors are more than 36″ in which case adequate space shall be provided so that the doors may be opened completely.

3. Ends. 24″ of clear unobstructed space at each end.

4. Between Switchboards. Where two or more switchboards are mounted in the same room, the clearances specified in sub-sections 1, 2 and 3 of this section shall apply to each switchboard.

5. The required clearances shall be maintained at all times and no foreign material shall be stored in any switchboard room.

SECTION 106. That Section 87-384.16 of the Municipal Code of Chicago is amended so as to read as follows:

"87-384.16. Conductor Covering. Conductors installed in or on switchboards shall have a flame-retardant outer covering and shall be approved for the use."

SECTION 107. That Section 87-384.18 of the Municipal Code of Chicago is amended so as to read as follows:

"87-384.18. Grounding of Switchboards and Panelboards. Each switchboard, switchboard section or panelboard, if used as service equipment shall be provided with an equipment grounding means placed in the service section for connecting the neutral on its supply side to the switchboard or panelboard frame. The equipment grounding means shall not be smaller that is called for in Table 87-250.95 nor smaller than #8 AWG copper or its equivalent."

SECTION 108. That Chapter 87 of the Municipal Code of Chicago is amended by deleting therefrom the following Sections:

"87-384.41, 87-384.42, 87-384.43, 87-384.44 and 87-384.45.";

and is further amended by adding thereto the following new Sections:

"87-384.25. General. All panelboards shall have a rating not less than the minimum feeder ampacity required for the load being served as computed from 87-220 and except as provided for in 87-384.27 not less than the overcurrent protective device protecting the panel.

87-384.26. Number of Overcurrent Devices in One Panelboard. Not more than 42 overcurrent devices shall be installed in any one enclosure. For the purposes of this Section a two pole circuit breaker shall be considered two overcurrent devices; a three pole breaker shall be considered three overcurrent devices.

Panelboards shall be equipped with physical means to prevent the installation of more overcurrent devices than that number for which the panelboard was designed rated and approved. (See 87-240.81(f)).

87-384.27. Overcurrent Protection. Except where the panelboard is approved as service equipment and is being used as in (a-3) of 87-230.71 a panelboard supplied by conductors having overcurrent protection greater than 200 amperes shall be protected on the supply side by overcurrent protective devices having a rating not greater than that of the panelboard. Snap switches rated 30 amperes or less and installed in a panelboard shall be protected by over-current devices not in excess of 200 amperes.

87-384.28. Panelboards in Damp or Wet Locations. Panelboards in damp or wet locations shall be installed in conformance with the provisions of Section 87-373.2.

87-384.29. Enclosure. Panelboards shall be mounted in cabinets or cutout boxes.

87-384.30. Relative Arrangement of Switches and Fuses. Panelboards having switches on the load side of any type of fuses shall not be installed except for use as service equipment as provided for in Section 87-230.75.

87-384.31. Loading. Except where the assembly including the overcurrent protective device is approved for continuous duty at 100% of its rating, the total load on any overcurrent protective device located in a panelboard shall not exceed 80% of its rating when the load is expected to continue for 3 hours or more in normal operation."

SECTION 109. That Section 87-400.2 of the Municipal Code of Chicago is amended so as to read as follows:

"87-400.2. Types. Flexible cords of the various types shall conform to the descriptions and construction contained in Section 88-94006. Types of flexible cords other than those listed in 88-94006 and other uses for listed types shall be the subject of special investigation and shall not be used prior to approval."

SECTION 110. That Section 87-410.3 of the Municipal Code of Chicago is amended by deleting from the first sentence thereof the following:

"except in the case of cleat type lampholders, receptacles and rosettes which are located at least eight feet from the floor."

SECTION 111. That Section 87-410.27 of the Municipal Code of Chicago is amended so as to read as follows:

"87-410.27. Overcurrent Protection. Fluorescent fixtures shall be connected to 15 ampere branch circuits. The total connected load may not exceed 12 amperes per circuit. Fluorescent fixtures may be connected to 20 ampere branch circuits, which may be loaded to 16 amperes, provided a fuse and a fuseholder of approved types and having a rating adequate to protect the ballast and the fixture is installed in the fixture in such a way that it will be accessible only when the fixture is dismantled so that the ballast might be replaced."

SECTION 112. That Section 87-410.31 of the Municipal Code of Chicago is amended to read as follows:

"87-410.31. An approved fitting mounted on the outlet box cover and supporting the chains may contain a receptacle connected to the circuit conductors, and when so connected, the fixtures shall be supplied by a three wire cord, plug and groundable receptacle and shall be considered a fixed unit."

SECTION 113. That Section 87-410.38 of the Municipal Code of Chicago is amended to read as follows:

"87-410.38. Fluorescent fixtures shall be wired with conductors having insulation suitable for the current, voltage, and the temperatures to which the conductors will be subjected. In any end to end fixture installation the conductors which are carried through the fixtures shall have an outed covering which is approved for the temperature to which they will be subjected."

SECTION 114. That Section 87-410.44 of the Municipal Code of Chicago is amended to read as follows:

"87-410.44. Conductors for Special Conditions. Conductors, either fixture wires or flexible cords, shall not be used with fixtures except as permitted in Section 88-94006 and Section 88-94100."

SECTION 115. That Section 87-422.1 of the Municipal Code of Chicago is amended to read as follows:

"87-422.1. Scope. The provisions of this section shall apply to all electrical appliances as defined in

Chapter 86 or as specifically covered in this section."

SECTION 116. That Section 87-422.17 of the Municipal Code of Chicago is amended by adding thereto the following:

"Each section, panel or strip carrying a number of infrared lampholders (including the internal wiring of such section, panel or strip) is considered an appliance. The terminal connection block of each such assembly is deemed an individual outlet."

SECTION 117. That Section 87-422.22 of the Municipal Code of Chicago is amended by adding thereto the following:

"Open coil or exposed sheathed-coil types of surface heating elements in commercial type heating appliances shall be protected by overcurrent protective devices rated at not much more than 50 amperes."

SECTION 118. That Chapter 87 of the Municipal Code of Chicago is amended by adding thereto the following new sections:

"87-422.24. Water Heaters. Permanently installed electrically-heated water heaters shall be equipped with temperature limiting devices.

87-422.25. Wall-Mounted Ovens and Counter-Mounted Cooking Units. Wall-mounted ovens and counter-mounted cooking units shall be considered as permanently installed appliances, and shall be so wired and protected. In residential occupancies where built-in (either wall-mounted or surface-mounted) electrical cooking units are installed in or on the same wall not more than 2′ apart, they may be served from a single branch circuit. Where such units are mounted more than 2′ apart or on different walls, each unit shall be considered as a separate appliance and shall be served by an individual branch circuit. Each such unit shall be approved for the temperature of the space in which it is located."

SECTION 119. That Chapter 87 of the Municipal Code of Chicago is amended by adding thereto the following new section:

Fixed Electrical Space or Area Heating

"87-422.40. General. Equipment for use with electrical heating or snow-melting systems shall be specifically approved for such service. In addition to complying with the requirements for appliances, such equipment shall comply with the provisions of this section of the code. The special provisions of this section shall apply to electrical energized units, panels and cables for space or area heating. They shall also include central heating systems employing electrical heating units. Complete and detailed plans showing: a layout of the entire area to be electrically heated, the location of the equipment being used, the type (Manufacturer's name, model number, and rating) of equipment being used, the circuits provided, the disconnects, thermostats, and overcurrent protection shall be submitted to the Bureau of Electrical Inspection before any work is started on such an installation. Special permission will be given in writing for each such installation.

a) Use. Space heating systems shall not be used where exposed to severe physical damage unless adequately protected or in wet or damp locations unless specifically approved for the purpose. (See also rules on Corrosive Conditions, 87-310. 2(c).)

b) Temperature Limitations. The operating temperature of room surfaces where embedded elements, cables or panels are used shall not exceed 60 degrees C (150°F). (Based on room temperature of 30 degrees C (86°F).

c) Appliances to Be Complete Units. Panels and cables shall be installed in their complete sizes or lengths as supplied by the manufacturer.

Units which are shortened or from which the marking labels or nameplates are missing shall not be installed. Units shall be suitable for use with approved wiring systems.

d) Heating Cable Construction. Heating cables shall be furnished complete with factory-assembled non-heating leads at least 7′ in length, and the leads shall consist of conductors and wiring approved for general use or other wiring approved for the purpose.

e) Marking of Heating Cables. Each unit length of heating cable shall have a permanent marking located within 3″ of the terminal end of the non-heating leads, and shall be legibly marked with the Manufacturer's name or identification symbol, catalog number, and rating in volts and watts or amperes. The lead wires shall have the following color identifications:

240 volts nominal, red; 120 volts nominal, yellow; 208 volts nominal, blue; 277 volts nominal, brown.

f) Controllers and Disconnecting Means.

1) Thermostats and thermostatically controlled switching devices which indicate an "off" position and which interrupt line current shall open all ungrounded conductors in the "off" position.

2) Thermostats and thermostatically controlled switching devices which do not have "on" or "off" positions are not required to open all ungrounded conductors.

See Section 87-422.21 for disconnecting means for stationary appliances.

3) Switching devices consisting of combined thermostats and manually controlled switches which serve both as controllers and disconnecting means shall:

(a) Open regardless of temperature all ungrounded conductors when manually placed in the "off" position;

(b) Be so designed that the circuit cannot be energized automatically after the device has been manually placed in the "off" position.

g) Clearances of Wiring in Ceilings.

1) Wiring located above heated ceilings and within thermal insulation shall be spaced not less than 2 inches above the heated ceiling and shall be considered as operating at an ambient of 50°C. The ampacity of conductors shall be computed on the basis of the correction factors given in Tables 1 and 2 of 88-10.

2) Wiring located above heated ceilings and over thermal insulation having a minimum thickness of 2 inches requires no correction for temperature.

3) Wiring located above heated ceilings and within a joist space having no thermal insulation shall be spaced not less than two inches above the ceiling and shall be considered as operating at an ambient of 50°C. The ampacities of conductors shall be computed on the basis of the correction factors given in Tables 1 and 2 of 88-10.

h) Clearances of Wiring in Walls.

1) Where located in exterior walls, wiring shall be located outside the thermal insulation.

2) Where located in interior walls or partitions, wiring shall be located away from the heated surfaces, and the wiring shall be considered as operating at an ambient of 40°C. (104°F.); and the ampacities of conductors shall be computed on the basis of the correction factors given in Tables 1 and 2 of 88-10.

i) Area Restrictions.

1) Heating panels shall not extend beyond the room in which they originate.

2) Cables shall not be installed in closets, over cabinets which extend to the ceiling, under walls or partitions or over walls or partitions which extend to the ceiling.

3) This requirement shall not prohibit low-temperature heat sources in closets to control relative humidity.

j) Clearance from Other Objects and Openings. Panels and cables shall be separated at least 8 inches from lighting fixtures, outlet and junction boxes, and 2 inches from ventilating openings and other such openings in room surfaces, or sufficient area shall be provided to assure that no heating cables or panels will be covered by surface mounted lighting units.

k) Splices. Embedded cables may be spliced only where necessary, and only by approved means, and in no case shall the length of the heating cable be altered.

l) Installation of Heating Cables in Dry Board and Plaster.

1) Cables shall not be installed in walls.

2) Adjacent runs of cable not exceeding 2 ¾ watts per foot shall be installed not less than 1 ½ inches on centers.

3) Heating cables may be applied only to gypsum board, plaster lath and similar fire-resistant materials. With metal lath or other conducting surfaces, a coat of plaster (brown or scratch coat) shall be applied to completely cover the metal lath or conducting surface before the cable is attached.

4) The entire ceiling surface shall have a finish of thermally non-insulating sand plaster or other approved non-insulating material having a nominal thickness of ½-inch.

5) Cables shall be secured at intervals not exceeding 16 inches by means of approved stapling, tape, plaster or other approved means. Staples or metal fasteners which straddle the cable shall not be used with metal lath or other conducting surface.

6) In dry board installations, the entire ceiling shall be covered with gypsum board not exceeding ½ inch thickness. The void between the upper layer of gypsum board and the surface layer of gypsum board shall be filled with thermally conducting plaster or other approved material.

7) Cables shall be kept free from contact with metal or conducting surfaces.

8) Caution should be used in attaching a surface layer of gypsum so that the nails or other fastenings do not pierce the heating cable.

m) Installation of Non-Heating Leads.

1) Non-heating leads of cables shall be installed in accordance with approved wiring methods from the junction box to a location on the underside of the ceiling.

2) Excess leads shall not be cut but shall be secured to the underside of the ceiling and embedded in plaster or other approved material, leaving only a length sufficient to reach the junction box with not less than 6 inches of free lead within the box.

3) The marking of the leads shall be visible in the junction box.

n) Installation of Cables in Concrete or Poured Masonry Floors.

1) Adjacent runs of cable not exceeding 2 ¾ watts per foot shall be installed not less than 1 inch on centers.

2) Cables shall be secured in place by non-metallic frames or spreaders or other approved means while the concrete or other finish is applied.

3) A spacing of at least 1 inch shall be maintained between the heating cable and other metallic bodies embedded in the floor.

4) Leads shall be protected where they leave the floor by rigid metal conduit, electrical metallic tubing, or by other approved raceways extending to the junction box.

5) Bushings shall be used where the leads emerge in the floor slab.

o) Tests During and After Installation.

1) Imbedded cable installations shall be made with due care to prevent damage to the cable assembly and shall be inspected and approved before cables are covered or concealed.

2) Cable shall be tested for insulation resistance after plastering or the pouring of floors. See Section 87-110.19, Insulation Resistance.

p) Installation of Resistance Heaters in Air Ducts. A heater which is to be installed in an air duct or plenum shall be approved for the purpose and shall be installed in the manner approved for the equipment. Each such heater shall be provided with approved controls which disconnect the power supply to the heaters in the case of failure of a normal air flow across the heaters for any reason, such as blocked filters, motor failure, broken belts, shafts or other driving equipment, etc., and shall be provided with an approved temperature-limiting control.

q) Thermal Protection. Each panel, length, cable, section or coil of electrical heating equipment shall be so equipped that no exposed part of such equipment will exceed 60 degress C. (150°F)."

SECTION 120. That Section 87-430.4 of the Municipal Code of Chicago is amended by adding thereto the following:

"Torque Motors. Motors rated for operation at standstill shall be marked in accordance with the preceeding paragraph, except that locked rotor torque shall replace the horsepower rating.

Multi-motor and Combination Load Equipment. Multi-motor and combination load equipment shall be provided with a visible nameplate, marked with the maker's name, the rating in volts, and in amperes of horsepower, the frequency, number of phases, minimum circuit ampacity and a maximum on two or more circuits shall be marked with the above information for each circuit.

When the total equipment is not factory wired and the individual name-plates of the motors and other loads are visible after assembly of the equipment, these nameplates may serve as the required markings."

SECTION 121. That Section 87-430.9 of the Municipal Code of Chicago is amended so as to read as follows:

"87-430.9. Ampacities.

(a). General. Except as noted in sub-sections (b) and (c) of this Section, the values given in Tables 21-24 of Section 88-10 shall be used in determining the ampacities of conductors, switches and branch circuit overcurrent protective devices in lieu of the actual ratings market on the motor nameplates. Motor running overcurrent protection shall be based upon the name plate rating.

(b). Sealed (hermetic) Refrigeration Compressor Motors. For sealed (hermetic) refrigeration compressor motors the full load current marking on the name plate of the compressor shall be used to determine the ampacity of the branch circuit conductors, branch circuit overcurrent protection and separate running overcurrent protection.

(c). Torque Motors. For torque motors the rated current shall be the locked rotor current and this nameplate rating shall be used to determine the capacity of the branch circuit conductors and the motor running overcurrent protection."

SECTION 122. That Section 87-430.30 of the Municipal Code of Chicago is amended by deleting therefrom:

"not over four times":

and is further amended by inserting in lieu thereof:

"not more than 225% of".

SECTION 123. That Chapter 87 of the Municipal Code of Chicago is amended by adding thereto a new Section as follows:

"87-430.34. Motor Terminal Housings. Motor terminal housings shall be of substantial metal construction and shall be of adequate size and shape so as to enclose all conductors necessary for normal operation of the motor without unreasonable stress or pressure."

SECTION 124. That Section 87-430.42 of the Municipal Code of Chicago is amended by changing:

"400" so that it becomes, "225", in the last sentence thereof;

and is further amended by adding thereto the following:

"Exception: Torque motor branch circuits shall be protected at the ampacity of the conductors or at the motor nameplate rating, whichever is greater."

SECTION 125. That Chapter 87 of the Municipal Code of Chicago is amended by deleting therefrom:

"Sections 87-430.47 and 87-430.48".

SECTION 126. That Section 87-430.71 of the Municipal Code of Chicago is amended so that the last sentence thereof reads as follows:

"Remote control circuits that are connected to push buttons or toggle switches for motor starter operations shall be limited to a control voltage not to exceed 150 volts to ground, nor 250 volts between conductors."

SECTION 127. That Section 87-430.81 of the Municipal Code of Chicago is amended by adding thereto the following:

"For the purposes of this section the term, 'Controller' includes any switch, device or apparatus normally used to start or stop a motor."

SECTION 128. That Section 87-430.83 of the Municipal Code of Chicago is amended by adding thereto the following:

"(d). Sealed (hermetic) Refrigeration Compressor Motors. The motor controllers have both a continuous duty full-load current rating and a locked-rotor current rating, not less than the nameplate full-load current and locked-rotor current ratings of the compressor.

(e). Torque Motors. The motor controller shall have a continuous duty full-load current rating not less than the nameplate full-load current rating of the motor. Where the motor controller is rated in horsepower, but is not marked with a full-load current rating, the full-load current rating shall be determined by using Tables 2-24 of 88-10.

SECTION 129. That Chapter 87 of the Municipal Code of Chicago is amended by deleting therefrom the following Sections:

"87-430.102 through and including 87-430.111"; and is further amended by adding thereto the following new Sections:

"87-430.102. In-Sight From Controller Location. The disconnecting means shall be within sight from the controller location.

87-430.130. To Disconnect Both Motor and Controller. The disconnecting means shall discontinue both the motor and the controller from all ungrounded supply conductors. The disconnecting means may be in the same enclosure with the controller. This rule requires a manually operable disconnect on the line side of any motor starter.

87-430.104. To Be Indicating. The disconnecting means shall plainly indicate whether it is in the open or closed position.

87-430.105. Readily Accessible. The disconnecting means shall be installed and maintained in a readily accessible location.

87-430.106. Grounded Conductors. One pole of the disconnecting means may interrupt a permanently grounded conductor provided the disconnecting means is so designed that this pole cannot be opened without simultaneously disconnecting all conductors of the circuit.

87-430.107. Service Switch As a Disconnecting Means. If the total installation consists of a single motor, the service switch may serve as the disconnecting means, provided it conforms with all the provisions of this section, and is within sight from the controller location.

87-430.108. All Switches. All switches in the motor branch circuit shall comply with all of the provisions of Sections 87-430.101 through 87-430.-112.

87-430.109. Type. The disconnecting means shall be a motor-circuit switch, rated in horsepower, or a circuit breaker, except as provided for in subsections, (a), (b), (c), (d) or (e) of this section.

(a). 1/8 Horsepower or Less. For stationary motors of 1/8 horsepower or less the branch circuit overcurrent device may serve as the disconnection means, if it is approved as a switch.

(b). Two Horsepower or Less. For motors rated two horsepower or less and 300 volts or less, the disconnecting means may be a general use switch having an ampere rating not less than twice the full-load current rating of the motor. On AC circuits, general use snap switches, suitable only for use on AC (not general use AC-DC snap switches) may be used to disconnect a motor having a full-load current rating not in excess of 80% of the ampere rating of the switch.

(c). Over Two Horsepower, To and Including Fifty Horsepower. The separate disconnecting means required for a motor with an autotransformer type of controller may be a general use switch, where all of the following provisions are complied with:

(1) The motor drives a generator which is provided with overcurrent protection, and

(2) The controller is provided with a no-voltage release, is capable of interrupting the stalled rotor current of the motor, and is provided with running overcurrent protection not greater than 125% of the motor full-load current rating.

(3) Separate fuses or a circuit breaker, rated or set at not more than 150% of the motor full-load current, are provided in the motor branch circuit.

(d). Exceeding 50 Horsepower. For motors rated at more than 50 horsepower, the disconnecting means may be a motor circuit switch also rated in amperes, a general use switch or an isolating switch. Isolating switches, not capable of interrupting stalled-rotor currents, shall be plainly marked: "DO NOT OPEN UNDER LOAD".

(e). Portable Motors. For portable motors less than 2 horsepower an attachment plug and receptacle may serve as the disconnecting means.

87-430.110. Carrying Capacity. The disconnecting means shall have an ampacity rating of at least 115% of the nameplate rating of the motor and shall never be less than the horsepower rating of the motor.

87-430.111. Switch or Circuit Breaker as Both Disconnecting Means and Controller. A switch or circuit breaker which complies with the provisions of 87-430.83 may serve as both disconnecting means and controller if it opens all ungrounded conductors to the motor, is protected by overcurrent devices (may be branch circuit fuses) which open all the ungrounded conductors to the switch or circuit breaker and is one of the following types:

(a) An air-break switch, operable by hand. It may also be operated by use of a remote control (electrically operated) switch.

(b) A circuit breaker, operable by hand. It may also be operated by use of a remote control (electrically operated) switch.

(c) An oil switch used on a circuit whose rating does not exceed 600 volts or 100 amperes, or on a circuit exceeding this capacity if under registered supervision and by special permission. The oil switch or circuit breaker specified above may be both power and manually operable. If power operated, provisions shall be made to lock it in the open position. The overcurrent device protecting the controller may be part of the controller assembly or may be separate. An auto transformer type of controller is not included above and will require a separate disconnecting means.

87-430.112. Motors Served By a Single Disconnecting Means. Each motor shall be provided with individual disconnecting means, except that for motors of 600 volts or less a single disconnecting means may serve a group of motors under any one of the following conditions. The disconnecting means serving a group of motors shall have a rating not less than is required by 87-430.109 for a single motor whose rating equals the sum of the horsepowers or currents of all the motors in the group.

(a) If a number of motors drive several parts of a single machine or piece of apparatus, such as metal and woodworking machines, cranes, hoists, etc.

(b) If a group of motors is under the protection of one set of overcurrent protectives devices as is permitted in 87-430.43(a)."

SECTION 130. That Section 87-450.21 of the Municipal Code of Chicago is amended so that the second sentence thereof reads as follows:

"Transformers of more than 100 KVA rating shall be installed in a transformer room of fire-resistant construction, unless they are constructed with 80° C rise (Class B) or higher insulation and are separated from combustible material not less than six feet horizontally and 12 feet vertically or are separated therefrom by a fire-resistant heat-insulating barrier."

SECTION 131. That Section 87-450.42 of the Municipal Code of Chicago is amended so as to read as follows:

"87-450.42. Walls, Roof and Floor. The walls and roof of any vault shall consist of reinforced concrete not less than six inches in thickness or of brick not less than eight inches in thickness, or of load bearing solid concrete block not less than eight inches in thickness. No hollow core cement block shall be used. The inside surface of concrete block shall be coated with cement plaster. The vault shall have a concrete floor at least four inches thick. The floor or walls of the building may be used for one or more parts of the vault if they are approved as being the equivalent of the foregoing specifications."

SECTION 132. That sub-section 87-450.43(a) of the Municipal Code of Chicago is amended so as to read as follows:

"(a). Type of Door. Each doorway shall be provided with a snug-fitting door of a type approved for opening in Class A situations as defined in the NFPA standard for the Installation of Fire Doors and Windows No. 80. The Bureau of Electrical inspection may require such a door on each side of the wall where conditions warrant."

SECTION 133. That Section 87-450.44 of the Municipal Code of Chicago is amended so as to read as follows:

"87-450.44. Ventilation. Vault ventilation shall be adequate to prevent temperatures in excess of a value which would be harmful to all the equipment contained therein."

SECTION 134. That Section 87-460.6 of the Municipal Code of Chicago is amended by deleting therefrom the last two sentences.

SECTION 135. That Chapter 88 of the Municipal Code of Chicago is amended by deleting therefrom Table 30 of Section 88-10.

SECTION 136. That Section 87-460.7(b) of the Municipal Code of Chicago is amended by inserting a period "." after the word "practicable" in the second sentence thereof;

and is further amended by deleting therefrom the remainder of the subsection.

SECTION 137. That Section 87-460.8 of the Municipal Code of Chicago is amended by deleting therefrom the second sentence.

SECTION 138. That Section 88-500 of the Municipal Code of Chicago is amended to read as follows:

"Special Occupancies

88-500 *Hazardous Locations*

88-500.1. Scope. The provisions of this section apply to locations in which the Bureau of Electrical Inspection judges the apparatus and wiring to be subject to conditions indicated by the following classifications. It is intended that each room, section or area (including rooms for the enclosure of control equipment) shall be considered individually in determining its classification.

Except as modified by this section, all other applicable rules contained in this code shall apply to electrical apparatus and wiring installed in hazardous locations. For specific hazardous occupancies see the specific sub-sections of this section. For the definition of "approved", "explosion-proof" and "dust ignition proof", see 87-100.

Through the exercise of ingenuity in the layout of electrical installations for hazardous locations, it is frequently possible to locate much of the equipment in less hazardous or in non-hazardous areas and thus reduce the amount of special equipment required. In some cases, hazards may be reduced or hazardous areas limited or eliminated by adequate positive-pressure ventilation from a source of clean air in conjunction with effective safeguards against ventilation failure. It is recommended that the Bureau of Electrical Inspection be consulted before such layouts are prepared.

Where rigid conduit is used in hazardous locations, it is necessary to have all threaded joints made up wrench tight to minimize sparking when fault current flows through the conduit system. Where it is impossible to make a threaded joint tight, a bonding jumper shall be utilized. A standard conduit thread cutting dye providing ¾″ taper per foot shall be employed.

88-500.2. Special Precaution. The intent of this section is to require a form of construction of equipment, and of installation that will insure safe performance under conditions of proper use and maintenance. It, therefore, is assumed that inspection authorities and users will exercise more than ordinary care with regard to installation and maintenance.

The characteristics of various atmospheric mixtures of hazardous gases, vapors and dusts depend on the specific hazardous materials involved. It is necessary therefore that equipment be approved not only for the class of location, but, also, for the specific gas, vapor or dust that will be present.

For the purposes of testing and approval, various atmospheric mixtures have been grouped on the basis of their hazardous characteristics, and facilities have been made available for testing and approval of equipment for use in the following atmospheric groups:

Class I, Group A, Atmospheres containing acetylene;

Class I, Group B, Atmospheres containing hydrogen, or gases or vapors of equivalent hazard such as manufactured gas;

Class I, Group C, Atmospheres containing ethyl-ether vapors, ethylene, or cyclo-propane;

Class I, Group D, Atmospheres containing gasoline, hexane, naphtha, benzine, butane, propane, alcohol, acetone, benzol, lacquer solvent vapors or natural gas;

Class II, Group E, Atmospheres containing metal dust, including aluminum, magnesium, and their commercial alloys, and other metals of similarly hazardous characteristics;

Class II, Group F, Atmospheres containing carbon black, coal or coke dust;

Class II, Group G, Atmospheres containing flour, starch, or grain dusts.

88-500.3. Finishing Processes.

(a). Definitions. This Article shall apply to locations where paints, lacquers or other flammable finishes are regularly or frequently applied by spraying, dipping, brushing or by other means, and where volatile flammable solvents or thinners are used or where readily ignitable deposits or residues from such paints, lacquers or finishes may occur.

(b). Hazardous Areas. Classification with respect to flammable vapors.

For deposits and residues, see Section 88-500.3C.

(1) The Interiors of spray booths and their exhaust ducts, all space within 20 feet horizontally in any direction from spraying operations more extensive than touch-up spraying and not conducted within spray booths, all space within 20 feet horizontally in any direction from dip tanks and their drain boards, and all other spaces where hazardous concentrations of flammable vapors are likely to occur, shall be considered to be Class I, Division 1 locations.

(2) All space within 20 feet horizontally in any direction from the open face of a spray booth, and all space within the room but beyond the limits for Class I, Division 1 as defined in Section 88-500.3B1 for extensive open spraying, for dip tanks and drain boards and for other hazardous operations, shall be considered to be Class I, Division 2 locations unless the Bureau of Electrical Inspection judges otherwise.

(3) Adjacent areas which are cut off from the defined hazardous areas by tight partitions without communicating openings, and within which hazardous vapors are not likely to be released, shall be classed as non-hazardous unless the Bureau of Electrical Inspection judges otherwise.

(4) Drying and baking areas provided with positive mechanical ventilation adequate to prevent formation of flammable concentrations of vapors, and provided with effective interlocks to deenergize all electrical equipment (other than equipment approved for Class I locations) in case the ventilating equipment is inoperative, may be classed as non-hazardous when the Bureau of Electrical Inspection so judges.

(c). Wiring and Equipment in Hazardous Areas.

(1) All electrical wiring and equipment within the hazardous areas defined in 'B' of this section shall conform to applicable provisions of Article 500.

(2) Unless specifically approved for the location, no electrical equipment shall be installed or used where it may be subject to hazardous accumulations of readily ignitible deposits or residues, except that wiring in rigid conduit or in threaded boxes or fittings containing no taps, splices or terminal connections may be installed in such locations.

(3) Illumination of readily ignitible areas through panels of glass or other transparent or translucent material is permissible only where:

(a) fixed lighting units are used as the source of illumination, (b) the panel effectively isolates the hazardous area from the area in which the lighting unit is located, (c) the lighting unit is approved for its specific location, (d) the panel is of a material or is so protected that breakage will be unlikely and (e) the arrangement is such that noraml accumulations of hazardous residue on the surface of the panel will not be raised to a dangerous temperature by radiation or conduction from the source of illumination.

(4) Portable electric lamps or other utilization equipment shall not be used within a hazardous area during operation of the finishing process. When such lamps or utilization equipment are used during cleaning or repairing operations, they shall be of a type approved for Class I locations, and all exposed metal parts shall be effectively grounded.

(5) Electrostatic spraying or detearing equipment shall be installed and used only as provided in Section 88-500.3 and Chapter 60 of the Chicago Code.

(d) Electrostatic Equipment. Where electrostatic spraying and detearing equipment is installed, such equipment shall be of approved type, and shall conform to the following requirements:

(1) No transformers, power packs, control apparatus, or other electrical portion of the equipment (except high voltage grids and their connections) shall be installed in any of the hazardous areas defined in 'B' of this section unless of a type approved for the location.

(2) High voltage grids or electrodes shall be located in suitable noncombustible booths or enclosures provided with adequate mechanical ventilation, shall be rigidly supported and of substantial construction, and shall be effectively insulated

from ground by means of non-porous noncombustible insulators.

(3) High voltage leads shall be effectively and permanently supported on suitable insulators, shall be effectively guarded against accidental contact or grounding, and shall be provided with automatic means for discharging any residual charge to ground when the supply voltage is interrupted.

(4) Goods being processed shall be supported on conveyors in such a manner that minimum clearance between goods and high voltage grids or conductors cannot be less than twice the sparking distance. A conspicuous sign indicating the sparking distance shall be permanently posted near the equipment.

(5) Approved automatic controls which will operate without time delay to disconnect the power supply and to signal the operator in case of (a) stoppage of ventilating fans or failure of ventilating equipment from any cause, (b) stoppage of the conveyor carrying goods through the high voltage field, (c) occurrence of a ground or of an imminent ground at any point on the high voltage system, or (d) reduction of clearance below that specified in Section 87-500.3D(4).

(6) Adequate fencing, railings or guards which are electrically conducting and effectively grounded shall be provided for safe isolation of the process, and signs shall be permanently posted designating the process zone as dangerous because of high voltage.

(e) Wiring and Equipment Above Hazardous Areas.

(1) All fixed wiring above hazardous areas shall be in metallic raceways or Type MI cable. Cellular metal floor raceways may be used only for supplying ceiling outlets or extensions to the area below the floor of a hazardous area but such raceways shall have no connections leading into or through the hazardous area above the floor unless suitable seals are provided. No electrical conductor shall be installed in any cell, header or duct which contains a pipe for steam, water, air, gas drainage, or for other service except electrical.

(2) Equipment which may produce arcs, sparks or particles of hot metal, such as lamps and lampholders for fixed lighting, cutouts, switches, receptacles, motors or other equipment having make and break or sliding contacts, where installed above a hazardous area or above an area where freshly finished goods are handled, shall be of totally-enclosed type or shall be provided with suitable guards or screens to prevent escape of sparks or hot metal particles.

(f) Grounding. All metal raceways, and all non-current-carrying metallic portions of fixed or portable equipment, regardless of voltage, shall be grounded as provided in Article 250.

88-500.4. Class I, Locations. Class I locations are those in which flammable gases or vapors are or may be present in the air in quantities sufficient to produce explosive or ignitable mixtures.

Class I locations shall include the following:

(a). Class I, Division 1. Locations (1) in which hazardous concentrations of flammable gases or vapors exist continuously, intermittently, or periodically under normal operating conditions, (2) in which hazardous concentrations of such gases or vapors may exist frequently because of repair of maintenance operations or because of leakage, or (3) in which breakdown or faulty operation of equipment of processes which might release hazardous concentration of flammable gases or vapors, might also cause simultaneous failure of electrical equipment.

The classification would usually include locations where flammable volatile liquids or liquefied flammable gases are transferred from one container to another; interiors of spray booths and areas in the vicinity of spraying and painting operations where volatile flammable solvents are used; locations containing open tanks or vats of volatile flammable liquids; drying rooms or compartments for the evaporation of flammable solvents; locations containing fat and oil extraction apparatus using volatile flammable solvents; portions of cleaning and dyeing plants where hazardous liquids are used; gas generator rooms and other portions of gas manufacturing plants where flammable gas may escape; pump rooms for flammable gas or for volatile flammable liquids; and all other locations where hazardous concentrations of flammable vapors or gases are likely to occur in the course of normal operations.

(b). Class I, Division 2. Locations (1) in which flammable volatile liquids or flammable gases are handled, processed or used, but in which the hazardous liquids, vapors or gases will normally be confined within closed containers or closed systems from which they can escape only in case of accidental rupture or breakdown of such containers or systems, or in case of abnormal operation of equipment, (2) in which hazardous concentrations of gases or vapors are normally prevented by positive mechanical ventilation, but which might become hazardous through failure or abnormal operation of the ventilating equipment, or (3) which are adjacent to Class I, Division 1 locations, and to which hazardous concentrations of gases or vapors might occasionally be communicated unless such communication is prevented by adequate positive-pressure ventilation from a source of clean air, and effective safeguards against ventilation failure are provided.

This classification usually includes locations where flammable volatile liquids or flammable gases or vapors are used, but which, in the judgment of the Bureau of Electrical Inspection would become hazardous only in case of an accident or of some unusual operating condition. The quantity of hazardous material that might escape in case of accident, the adequacy of ventilating equipment, the total area involved, and the record of the industry or business with respect to explosions or fires are all factors that should receive consideration in determining the classification and extent of each hazardous area.

88-500.5. Class II Locations. Class II locations are those which are hazardous because of the presence of combustible dust. Class II locations shall include the following:

(a) Class II Division I. Locations (1) in which combustible dust is or may be in suspension in the air continuously, intermittently, or periodically under normal operating conditions, in quantities sufficient to produce explosive or ignitible mixtures, (2) where mechanical failure or abnormal operation of machinery or equipment might cause such mixtures to be produced, and might also provide a source of ignition through simultaneous failure of electrical equipment, operation of protection devices, or from other causes or (3) in which dusts of an electrically conducting nature may be present.

This classification usually includes the working areas of grain handling and storage plants; rooms containing grinders or pulverizers, cleaners, Graders, scalpers, open conveyors or spouts, open bins or hoppers, mixers or blenders, automatic or hopper scales, packing machinery, elevator heads and boots, stock distributors, dust and stock collectors (except all-metal collectors vented to the outside,) and all similar dust producing machinery and equipment in grain processing plants, starch plants, sugar pulverizing plants, malting plants, hay grinding plants, and other occupancies of similar nature; coal pulverizing plants (except where the pulverizing equipment is essentially dust-tight); all working areas where metal dusts and powders are produced, processed, handled, packed or stores (except in tight containers); and all other similar locations where combustible dust may, under normal operating conditions, be present in the air in quantities sufficient to produce explosive or ignitible mixtures.

Combustible dusts which are electrically nonconducting include dusts produced in the handling and processing of grain and grain products, pulverized sugar and cocoa, dried egg and milk powders, pulverized spices, starch and pastes potato and woodflour, oil meal from beans and seed, dried hay, and other organic materials which may produce combustible dusts when processed or handled. Electrically conducting non-metallic dusts include dusts from pulverized coal, coke and charcoal. Metallic dusts from magnesium, aluminum and aluminum bronze are particularly hazardous and every precaution must be taken to avoid ignition and explosion.

(b) Class II, Division 2. Locations in which combustible dust will not normally be in suspension in the air, or will not be likely to be thrown into suspension by the normal operation of equipment or apparatus, in quantities sufficient to produce explosive or ignitible mixtures, but (1) where deposits or accumulations of such dust may be sufficient to interfere with the safe dissipation of heat from electrical equipment or apparatus, of (2) where such deposits or accumulations of dust on, in, or in the vicinity of electrical equipment might be ignited by arcs, sparks or burning material from such equipment.

Locations where dangerous concentrations of suspended dust would not be likely, but where dust accumulations might form on, or in the vicinity of electrical equipment, would include rooms and areas containing only closed spouting and conveyors, closed bins or hoppers, or machines and equipment from which appreciable quantities of dust would escape only under abnormal operating conditions; rooms or areas adjacent to locations described in Section 88-500.5(a), and into which explosive or ignitible concentrations of suspended dust might be communicated only under abnormal operating conditions; rooms or areas where the formation of explosive or ignitible concentrations of suspended dust is prevented by the operation of effective dust control equipment; warehouses and shipping rooms where dust producing materials are stored or handled only in bags or containers; and other similar locations.

88-500.6. Class III Locations. Class III locations are those which are hazardous because of the presence of easily ignitible fibers or flyings, but in which such fibers or flyings are not likely to be in suspension in air in quantities sufficient to produce ignitible mixtures. Class III locations shall include the following:

(a) Class III, Division 1. Locations in which easily ignitible fibers or materials producing combustible flyings are handled, manufactured or used.

Such locations usually include some parts of rayon, cotton and other textile mills; combustible fiber manufacturing and processing plants; cotton gins and cotton-seed mills; flax processing plants; clothing manufacturing plants; woodworking plants; and establishments and industries involving similar hazardous processes or conditions.

Easily ignitible fibers and flyings include rayon, cotton (including cotton linters and cotton waste), sisal or henequen, istle jute, hemp, tow, cocoa fiber, oakum, baled waste kapok, Spanish moss, excelsior and other materials of similar nature.

(b) Class III, Division 2. Locations in which easily ignitible fibers are stored or handled (except in process of manufacture).

### Class I—*Installation*

88-500.11. General. The general rules of this code shall apply to the installation of electrical wiring and equipment in locations classified as Class I under 88-500.4 of this article except as modified by sections 88-500.12 to 88-500.26 inclusive.

Attention is called to the additional requirements set forth in 88-500.3 for locations where readily ignitable deposits or residues from paints, varnishes, lacquers, or other types of finish may be involved.

88-500.12. Transformers and Capacitors. The installation of transformers and capacitors shall conform to the following:

(a) Class I, Division I, Divisional locations, transformers and capacitors shall conform to the following:

(1) Containing a Liquid that Will Burn. Transformers and capacitors containing a liquid that will burn shall be installed only in approved vaults, which shall conform to sections 87-450.41 to 87-450.48 inclusive, and in addition, (1) there shall be no door or other communicating opening between the vault and the hazardous area, (2) ample ventilation shall be provided for the continuous removal of hazardous gases or vapor, (3) vent openings or ducts shall lead to a safe location outside of buildings, and (4) vent ducts and openings shall be of sufficient area to relieve explosion pressures within the vault, and all portions of vent ducts within the buildings shall be reinforced concrete construction.

(2) Not Containing a Liquid that Will Burn. Transformers and capacitators which do not contain a liquid that will burn shall (1) be installed in vaults conforming to the requirements of subparagraph a-1 of this section, or (2) be of explosion-proof type approved for Class I locations.

(b) Class I, Division 2. In Class I, Division 2 locations, transformers and capacitors shall conform to 87-450.21 to 87-450.24 inclusive.

88-500.13. Meters, Instruments and Relays. The installation of meters, instruments and relays shall conform to the following:

(a) Class I, Division 1. In Class I. Division 1 location, meters, instruments and relays, including kilowatt-hour meters, instrument transformers and resistors, rectifiers and thermionic tubes, shall be provided with enclosures approved for Class I locations.

(b) Class I, Division 2. In Class I, Division 2 locations, meters, instruments and relays shall conform to the following:

(1) With Make or Break Contacts. Meters, instruments, and relays in which are incorporated contacts for making or breaking current shall conform to Section 88-500.13(a) unless general purpose enclosures are provided and such contacts are (1) immersed in oil, or (2) enclosed within a chamber hermetically sealed against the entrance of gases or vapors.

(2) Resistors and Similar Equipment. Resistors, resistance devices, thermionic tubes, and rectifiers, which are used in or in connection with meters, instruments and relays, shall conform to Section 88-500.13(a), except that enclosures may be of general purpose type when such equipment is without make and break or sliding contacts (other than slide-wire contacts in potentiometers used in conjunction with thermocouples) and when the maximum operating temperature of any exposed surface will not exceed eighty per cent (80%) of the ignition temperature in degrees centigrade of the gas or vapor involved as determined by A.S.T.M. test procedure (Designation D286-30).

(3) Without make or Break Contacts. Transformer windings, impedance coils, solenoids, and other windings which do not incorporate sliding or make or break contacts shall be provided with enclosures which may be of general purpose type where vents adequate to permit prompt escape of any gases or vapors are provided.

(4) General Purpose Assemblies. Where an assembly is made up of complaints for which general purpose enclosures are acceptable under Sections 85-500.13(b)1,2,3, a single general purpose enclosure is acceptable for the assembly. Where such an assembly includes any of the equipment described in Section 88-500.13(b)2, the maximum obtainable surface temperature of any component of the assembly shall be clearly and permanently indicated on the outside of the enclosure.

88-500.14. Wiring Methods. Wiring methods shall conform to the following:

(a) Class I, Division 1. In Class I, Division 1 locations, threaded rigid metal conduit or type MI cable with termination fittings approved for the location shall be the wiring method employed. All boxes, fittings, and joints shall be threaded for connection to conduit or cable terminations and shall be explosion-proof. Threaded joints shall be made up with at least five threads fully engaged. Type MI cable shall be installed and supported in a manner to avoid tensile stress at the termination fittings. Where necessary to employ flexible connections, as at motor terminals, flexible fittings approved for Class I locations (Explosion-proof) shall be used.

(b) Class I, Division 2. In Class I, Division 2 locations, threaded rigid metal conduit or Type MI cable with termination fittings approved for Class I locations shall be the wiring method employed. Type MI cable shall be installed in a manner to avoid tensile stress at the termination fittings. Where provision must be made for limited flexibility, as at motor terminals, flexible metal fittings or flexible metal conduit with approved fittings shall be used.

88-500.15. Sealing. Seals are provided in conduit systems to prevent the passage of gases, vapors or flames from one portion of the electrical installation to another through the conduit. Such communication through Type MI cable is inherently prevented by construction of the cable, but sealing compound is used in cable termination fittings to exclude moisture and other fluids from the cable insulation, and shall be of a type approved for the conditions of use. Seals in conduit systems shall conform to the following:

(a) Class I, Division 1. In Class I, Division 1 locations, seals shall be located as follows:

(1) In each conduit run entering an enclosure for switches, circuit-breakers, fuses, relays, resistors or other apparatus which may produce arcs, sparks or high temperatures. Seals shall be placed as close as practicable and in no case more than 18 inches from such enclosures.

(2) In each conduit run of 2-inch size or larger entering the enclosure or fitting housing terminals, splices or taps, and within 18 inches of such enclosure or fitting.

Where two or more enclosures for which seals are required under Sections 88-500.15(a)1, 2 are connected by nipples or by runs of conduit not more than 36 inches long, a single seal in each such nipple connection or run of conduit would be sufficient if located not more than 18 inches from either enclosure. Ordinary conduit fittings of the "L", "T" or "Cross" type would not usually be classed as enclosures when not larger than the trade size of the conduit.

(3) In each conduit run leaving the Class I, Division 1 hazardous area. The sealing fittings may be located on either side of the boundary of such hazardous area, but shall be so designed and installed that any gases or vapors which may enter the conduit system, within the Division 1 hazardous area, will not enter or be communicated to the conduit beyond the seal. There shall be no union, coupling, box or fitting in the conduit between the sealing fitting and the point at which the conduit leaves the Division 1 hazardous area. Seals shall be located as close as physically possible to the point at which conduit leaves the hazardous area and shall be accessible for inspection after installation.

(b) Class I, Division 2. In Class I, Division 2 locations, seals shall be located as follows:

(1) For conduit connections to enclosures which are required to be approved for Class I locations, seals shall be provided in conformance to Sections 88-500.15(a)1,2. All portions of the conduit run or nipple between the seal and such enclosures shall conform to Section 88-500.14(a).

(2) In each conduit run passing from the Class I, Division 2 hazardous area into a non-hazardous area. The sealing fitting may be located on either side of the boundary of such hazardous area, but shall be so designed and installed that any gases or vapors which may enter the conduit system, within the Division 2 hazardous area, will not enter or be communicated to the conduit beyond the seal. Rigid conduit shall be used between the sealing fittings and the point at which the conduit leaves the hazardous area, and a threaded connection shall be used at the sealing fiting. There shall be no union, coupling, box or fitting in the conduit between the sealing fitting and the point at which the conduit leaves the hazardous area. Seals shall be located as close as physically possible to the point at which conduit leaves the hazardous area and shall be accessible for inspection after installation.

(c) Class I, Divisions 1 and 2. Where seals are required they shall conform to the following:

(1) Fittings. Enclosures for connections or for equipment shall be provided with approved integral means for sealing, or sealing fittings approved for class I locations shall be used.

(2) Compound. Sealing Compound shall be approved for the purpose, shall not be affected by the surrounding atmosphere or liquids, and shall not have a melting point of less than 93°C. (200°F.).

(3) Thickness of Compound. In the completed seal, the minimum thickness of the sealing compound shall be not less than the trade size of the conduit, and in no case less than ⅝ inch.

(4) Splices and Taps. Splices and taps shall not be made in fittings intended only for sealing

with compound, nor shall other fittings in which splices or taps are made be filled with compound.

(5) Drainage. Where there is probability that liquid or other condensed vapor may be trapped within enclosures for control equipment or at any point in the raceway system, approved means shall be provided to prevent accumulation or to permit periodic draining of such liquid or condensed vapor.

(6) Motors and Generators. Where the Bureau of Electrical Inspection judges that there is probability that liquid or condensed vapor may accumulate within motors or generators, joints and conduit systems shall be arranged to minimize entrance of liquid. If means to prevent accumulation or to permit periodic draining are judged necessary, such means shall be provided at the time of manufacture, and shall be deemed an integral part of the machine.

(7) Assemblies. In an assembly where equipment which may produce arcs, sparks or high temperatures is located in a compartment separate from the compartment containing splices or taps, and an integral seal is provided where conductors pass from one compartment to the other, the entire assembly shall be approved for Class I locations. Seals in conduit connections to the compartment containing splices or taps shall be provided in Class I, Division 1 locations where required by Section 88-500.15(a)2.

88-500.16. Switches, Circuit - Breakers, Motor Controllers and Fuses. Switches, circuit-breakers, motor controllers and fuses shall conform to the following:

(a) Class I, Division 1. In Class I Division 1 locations, switches, circuit-breakers, motor controllers and fuses, including push buttons, relays and similar devices, shall be provided with enclosures, and the enclosure in each case together with the enclosed apparatus shall be approved as a complete assembly for use in Class I locations.

(b) Class I, Division 2. Switches, circuit-breakers, motor controllers and fuses in Class I, Division 2 locations shall conform to the following:

(1) Type Required. Circuit-breakers, motor controllers and switches intended to interrupt current in the normal performance of the function for which they are installed shall be provided with enclosures approved for Class I locations, unless general purpose enclosures are provided and (1) the interruption of current occurs within a chamber hermetically sealed against the entrance of gases and vapors, or (2) the current interrupting contacts are oil-immersed and the device is approved for locations of this class and division.

This includes service and branch circuit switches and circuit-breakers; motor controllers, including push-buttons, pilot switches, relays and motor-overload protective devices; and switches and circuit-breakers for the control of lighting and appliance circuits. Oil-immersed circuit-breakers and controllers of ordinary general use type may not confine completely the arc produced in the interruption of heavy overloads, and specific approval for locations of this class and division is therefore necessary.

(2) Isolating Switches. Enclosures for disconnecting and isolating switches without fuses and which are not intended to interrupt current may be of general purpose type.

(3) Fuses. For the protection of motors, appliances and lamps, (1) standard plug or cartridge fuses may be used provided they are placed within enclosures approved for the purpose and for the location, or (2) fuses of a type in which the operating element is immersed in oil or other approved liquid, or is enclosed within a chamber hermetically sealed against the entrance of gases and vapors may be used provided they are approved for the purpose and are placed within general purpose enclosures.

88-500.17. Control Transformers and Resistors. Transformers, impedance coils and resistors used as or in conjunction with control equipment for motors, generators and appliances shall conform to the following:

(a) Class I, Division 1. In Class I, Division 1 locations transformers, impedance coils and resistors, together with any switching mechanism associated with them, shall be provided with explosion-proof enclosures approved for Class I locations.

(b) Class I, Division 2. In Class I, Division 2 locations control transformers and resistors shall conform to the following:

(1) Switching Mechanisms. Switching mechanisms used in conjunction with transformers, impedance coils and resistors shall conform to section 88-500.16, paragraph b.

(2) Coils and Windings. Enclosures for windings of transformers, solenoids or impedance coils may be of general purpose type, but shall be provided with vents adequate to permit prompt escape of gases or vapors that may enter the enclosure.

(3) Resistors. Resistors shall be provided with explosion-proof enclosures approved as complete assemblies with the resistors for Class I locations.

88-500.18. Motors and Generators. Motors and generators shall conform to the following:

(a). Class I, Division 1. In Class I, Division 1 locations, motors, generators and other rotating electrical machinery shall be of enclosed explosion-proof type approved for Class I locations.

(b). Class I, Division 2. In Class I, Division 2 locations, motors, generators and other rotating electrical machinery in which are employed sliding contacts, centrifugal or other types of switching mechanism (including motor overcurrent devices), or integral resistance devices, either while starting or while running, shall be of enclosed explosion-proof type approved for Class I locations, unless such sliding contacts, switching mechanism or resistance devices are provided with enclosures approved for Class I locations.

88-500.19. Lighting Fixtures. Lamps shall be installed in fixtures which shall conform to the following:

(a). Class I, Division 1. In Class I, Division 1 locations, lighting fixtures shall conform to the following:

(1). Approved Fixtures. Each fixture shall be approved as a complete assembly for locations of this class, and shall be clearly marked to indicate the maximum wattage of lamps for which it is approved. Fixtures intended for portable use shall be specifically approved as a complete assembly for that use.

(2). Physical Damage. Each fixture shall be protected against physical damage by a suitable guard or by location.

(3). Pendant Fixtures. Pendant fixtures shall be suspended by and supplied through threaded rigid conduit stems and threaded joints shall be provided with set-screws or other effective means to prevent loosening. For stems longer than 12 inches, flexibility in the form of a fitting or flexible connector approved for the purpose and for the location shall be provided not more than 12 inches from the point of attachment to the supporting box or fitting.

(4). Supports. Boxes, box assemblies or fittings used for the support of lighting fixtures shall be approved for the purpose and for Class I locations.

(b). Class I, Division 2. In Class I, Division 2 locations, lighting fixtures shall conform to the following:

(1). Portable Lamps. Portable lamps shall be of the explosion-proof type approved for use in Class I locations.

(2). Fixed Lighting. Lighting fixtures for fixed lighting shall be protected from physical damage by suitable guards or by location. Where there is danger that falling sparks or hot metal from lamps or fixtures might ignite localized concentrations of flammable vapors or gases, suitable enclosures or other effective protective means shall be provided.

Where lamps are of a size or type which may, under normal operating conditions, reach surface temperatures exceeding eighty per cent (80%) of the ignition temperature in degrees Centigrade of the gas or vapor involved, as determined by A.S.T.M. test procedure (Designation D 286-30), fixtures shall conform to Section 501-9(a-1).

(3) Pendant Fixtures. Pendant fixtures shall be suspended by threaded rigid conduit stems or by other approved means. For rigid stems longer than 12 inches, flexibility in the form of a fitting or flexible connector approved for the purpose shall be provided not more than 12 inches from the point of attachment to the supporting box or fitting.

(4) Supports. Boxes, box assemblies, or fittings used for the support of lighting fixtures shall be approved for the purpose.

(5) Switches. Switches which are a part of an assembled fixture or of an individual lampholder shall conform to the requirements of sub-paragraph 88-500.16(b1).

(6) Starting Equipment. Starting and control equipment for mercury-vapor and fluorescent lamps shall conform to the requirements of paragraph b, section 88-500.17.

88-500.20. Utilization Equipment, fixed and Portable. Utilization equipment, fixed and portable, shall conform to the following:

(a) Class I, Division 1. In Class I, Division 1 locations, utilization equipment, including electrically-heated and motor-driven equipment shall be approved for Class I locations.

(b) Class I, Division 2. In Class I, Division 2 locations, utilization equipment, fixed and portable, shall conform to the following:

(1) Heaters. Electrically-heated utilization equipment shall be approved for Class I locations.

(2) Motors. Motors of motor-driven utilization equipment shall conform to section 88-500.18(b).

(3) Switches, Circuit-Breakers, and Fuses. Switches, circuit-breakers and fuses shall conform to section 88-500.16(b).

88-500.21. Flexible Cords, Class I, Divisions 1 and 2. A flexible cord may be used only for connection between a portable lamp or other portable utilization equipment and the fixed portion of its supply circuit and where used shall (1) be of a type approved for extra hard usage, (2) contain, in addition to the conductors of the circuit, a grounding conductor, (3) be connected to terminals or to supply conductors in an approved manner, (4) be supported by clamps or by other suitable means in such a manner that there will be no tension on the terminal connections, and (5) suitable seals shall be provided where the flexible cord enters boxes, fittings or enclosures of explosion-proof type.

Refer to Section 88-500.23 when flexible cords are exposed to liquids having a deleterious effect on the conductor insulation.

88-500.22. Receptacles and Attachment Plugs, Class I, Divisions 1 and 2.

Receptacles and attachment plugs shall be of the type providing for connection to the grounding conductor of the flexible cord, and shall be approved for Class I locations.

88-500.23. Conductor Insulation Class I, Divisions 1 and 2.

Where condensed vapors or liquids may collect on or come in contact with the insulation on conductors, such insulation shall be of a type approved for use under such conditions or the insulation shall be protected by a sheath of lead or by other approved means.

88-500.24. Signal, Alarm, Remote-control and Communication Systems.

Signal, alarm, remote-control and communication systems shall conform to the following:

(a) Class I, Division 1. In Class I, Division 1 locations, all apparatus and equipment of signalling, alarm, remote-control and communication systems, irrespective of voltage, shall be approved for Class I locations, and all wiring shall conform to paragraph (a), 88-500.14 and paragraphs (a) and (c) of 88-500.15.

(b) Class I, Division 2. In Class I, Division 2 locations, signal, alarm, remote-control and communication systems shall conform to the following:

(1) Contacts. Switches and circuit-breakers, and make and break contacts of push buttons, relays, and alarm bells or horns, shall have enclosures approved for Class I locations, unless general purpose enclosures are provided and current interrupting contacts are (1) immersed in oil, or (2) enclosed within a chamber hermetically sealed against the entrance of gases or vapors.

(2) Resistors and Similar Equipment. Resistors, resistance devices, thermionic tubes and rectifiers shall conform to sub-paragraph (a) of this section.

(3) Protectors. Enclosures which may be of general purpose type shall be provided for lightning protective devices.

88-500.25. Live Parts, Class I, Divisions 1 and 2. There shall be no exposed live parts.

88-500.26. Grounding, Class I, Divisions 1 and 2. Wiring and equipment shall be grounded in conformity with the following:

(a) Exposed Parts. The exposed non-current-carrying metal parts of equipment such as the frames or metal exteriors of motors, fixed or portable lamps or other utilization equipment, lighting fixtures, cabinets, cases and conduit, shall be grounded as specified in Section 87-250 of this Code.

(b) Bonding. The locknut-bushing and double-locknut types of contacts shall not be depended upon for bonding purposes, but bonding jumpers with proper fittings or other approved means shall be used. Where flexible conduit is used as permitted in sub-paragraph (b) of 88-500.14, bonding jumpers with proper fittings shall be provided around such conduit.

(c) Lightning Protection. Each unground service conductor of a wiring system in a Class I location, when supplied from an ungrounded overhead electrical supply system in an area where lightning disturbances are prevalent, shall be protected by a lightning protective device of proper type. Lightning protective devices shall be connected to the service conductors on the supply side of the service disconnecting means, and shall be bonded to the raceway system at the service entrance.

(d) Grounded Service Conductor Bonded to Raceway. Wiring in a Class I location, when supplied from a grounding alternating current supply system in which a grounded conductor is a part of the service, shall have the grounded service conductor bonded to the raceway system and to the grounding conductor for the raceway system. The bonding connection to the grounded service conductor shall be made on the immediate supply side of the service disconnecting means.

(e) Transformer Ground Bonded to Raceway. Wiring in a Class I location, when supplied from a grounded alternating current supply system in which no grounded conductor is a part of the service shall be provided with a metallic connection between the supply system ground and the raceway system at the service entrance. The metallic connection shall have a current-carrying capacity not less than 1/5 that of the service conductors, and shall in no case be smaller than No. 10 when soft copper, or No. 12 when of medium or hard-drawn copper.

(f) Multiple Grounds. Where, in the application of Section 87-250.21, it is necessary to abandon one or more grounding connections to avoid objectionable passage of current over the grounding conductors, the connection required in paragraphs (d) and (e) of this section shall not be abandoned while any other grounding connection remains connected to the supply system.

### CLASS II INSTALLATIONS

### *Hazardous Locations*

88-500.51. General. The general rules of the Code shall apply to the installation of electrical wiring and apparatus in locations classified as Class II under Section 88-500.5 except as modified by this Article.

"Dust-ignition-proof," as used in this Article shall mean enclosed in a manner which will exclude ignitible amounts of dusts or amounts which might affect performance or rating and which, when installation and protection are in conformance with this Code will not permit arcs, sparks or heat otherwise generated or liberated inside of the enclosure, to cause ignition of exterior accumulations or atmospheric suspensions of a specified dust on or in the vicinity of the enclosure. Equipment installed in Class II locations shall be able to function at full rating without developing surface temperatures high enough to cause excessive dehydration or gradual carbonization of any organic dust deposits that may occur. Dust which is carbonized or is excessively dry is highly susceptible to spontaneous ignition. In general, maximum surface temperatures under actual operating conditions shall not exceed 165°C. (329°F.) for equipment which is not subject to overheating, and 120°C. (248°F.) for equipment such as motors, power transformers, etc., which may be overloaded.

Equipment and wiring of the type defined in 87-100 as explosion-proof is not required in Class II locations, and may not be acceptable unless approved for such locations.

88-500.52. Transformers and Capacitors. The installation of transformers and capacitors shall conform to the following:

(a) Class II, Division 1. In Class II, Division 1 locations transformers and capacitors shall conform to the following:

(1) Containing a Liquid that Will Burn. Transformers and capacitors containing a liquid that will burn shall be installed only in approved vaults conforming to Sections 87-450.41 to 87-450.48 inclusive, and in addition (1) door or other openings communicating with the hazardous area shall have self-closing fire doors on both sides of the wall, and the doors shall be carefully fitted and provided with suitable seals (such as weather stripping) to minimize the entrance of dust into the vault. (2) Vent openings and ducts shall communicate only with the outside air, and (3) suitable pressure-relief openings communicating with the outside air shall be provided.

(2) Not Containing a Liquid that Will Burn. Transformers and Capacitors which do not contain a liquid that will burn shall (1) be installed in vaults conforming to Sections 87-450.41 to 87-450.48 inclusive, or (2) be approved as a complete assembly including terminal connections for Class II locations.

(3) Metal Dusts. No transformer or capacitor shall be installed in a location where dust from magnesium, aluminum, aluminum bronze powders, or other metals of similarly hazardous characteristics may be present.

(b) Class II, Division 2. In Class II, Division 2 locations, transformers and capacitors shall conform to the following:

(1) Containing a Liquid that Will Burn. Transformers and capacitors containing a liquid that will burn shall be installed in vaults conforming to Sections 87-450.41 to 87-450.48 inclusive.

(2) Containing Askarel. Transformers containing askarel and rated in excess of 25 kva shall (1) be provided with pressure-relief vents, (2) be provided with means for absorbing any gases generated by arcing inside the case, or the pressure-relief vents shall be connected to a chimney or flue which will carry such gases outside the building and (3) have an air space of not less than 6 inches between the transformer cases and any adjacent combustible material.

(3) Dry-Type Transformers. Dry-type transformers shall be installed in vaults or shall (1) have their windings and terminal connection enclosed in tight metal housings without ventilating or other openings, and (2) operate at voltages not exceeding 600 volts.

88-500.53. Surge-Protection, Class II, Divisions 1 and 2. In geographical locations where lightning disturbances are prevalent, wiring systems in Class II locations shall, when supplied from overhead supply systems, be suitably protected against high-voltage surges. This protection shall include suitable lightning protective devices, interconnection of all grounds, and surge-protective capacitors.

88-500.54. Wiring Methods. Wiring methods shall conform to the following:

(a) Class II, Division 1. In Class II, Division 1 locations, threaded rigid metal conduit or Type MI cable with termination fittings approved for the location shall be the wiring method employed. Type MI cable shall be installed and supported in a manner to avoid tensile stress at the termination fittings.

(1) Fittings and Boxes. Fittings and boxes shall be provided with threaded bosses for connection to conduit or cable terminations, shall have close fitting covers, and shall have no openings (such as holes for attachment screws) through which dust

might enter, or through which sparks or burning material might escape. Fittings and boxes in which taps, joints or terminal connections are made, or which are used in locations where dusts are of an electrically-conducting nature shall be dust-ignition-proof and approved for Class II locations.

(2) Flexible Connections. Where necessary to employ flexible connections, dust-tight flexible connectors, flexible metal conduit with approved fittings, or flexible cord approved for extra-hard usage and provided with bushed fittings shall be used, except that where dusts are of an electrically-conducting nature, flexible metal conduit shall not be used. Where flexible connections are subject to oil or other corrosive conditions, the insulation of the conductors shall be of a type approved for the conditions or shall be protected by means of a suitable sheath.

(b) Class II, Division 2. In Class II, Division 2 locations, rigid metal conduit, electrical metallic tubing or Type MI cable with approved termination fittings shall be the wiring method employed.

(1) Fittings and Boxes. Fittings and boxes in which taps, joints or terminal connections are made shall be designed to minimize the entrance of dust, and (1) shall be provided with telescoping or close fitting covers, or other effective means to prevent the escape of sparks or burning material, and (2) shall have no openings (such as holes for attachment screws) through which, after installation, sparks or burning material might escape, or through adjacent combustible material might be ignited.

(2) Flexible Connections. Where flexible connections are necessary, the provisions of Section 88-500.54(a)2 shall apply.

88-500.55. Sealing, Class II, Divisions 1 and 2. Where a raceway provides communication between an enclosure which is required to be dust-ignition-proof and one which is not, suitable means shall be provided to prevent the entrance of dust into the dust-ignition-proof enclosure through the raceway. This means may be (1) a permanent and effective seal, (2) a horizontal section not less than 10 feet long in the raceway, or (3) a vertical section of raceway not less than 5 feet long and extending downward from the dust-ignition-proof enclosure.

88-500.56. Switches, Circuit-breakers, Motor Controllers, and Fuses. Switches, circuit-breakers, motor controllers, and fuses shall conform to the following:

(a) Class II, Division 1. In Class II, Division 1 locations, switches, circuit-breakers, motor controllers and fuses shall conform to the following:

(1) Type Required. Switches, circuit-breakers, motor controllers and fuses, including push-buttons, relays and similar devices, which are intended to interrupt current in the normal performance of the function for which they are installed, or which are installed where dusts of an electrically-conducing nature may be present, shall be provided with dust-ignition-proof enclosures which, together with the enclosed apparatus in each case, shall be approved as a complete assembly for Class II locations.

This includes service and branch circuit fuses, switches and circuit-breakers, motor controllers (including push-buttons, pilot switches, relays, and motor overload protective devices), and switches, fuses and circuit-breakers for the control and protection of lighting and appliance circuits.

(2) Isolating Switches. Disconnecting and isolating switches containing no fuses and not intended to interrupt current, and which are not installed where dusts may be of an electrically conducting nature, shall be provided with tight metal enclosures which shall be designed to minimize the entrance of dust, and which shall (1) be equipped with telescoping or close fitting covers, or with other effective means to prevent the escape of sparks or burning material, and (2) have no openings (such as holes for attachment screws) through which, after installation, sparks or burning material might escape, or through which exterior accumulations of dust or adjacent combustible material might be ignited.

(3) Metal Dusts. In locations where dust from magnesium, aluminum, aluminum bronze powders, or other metals of similarly hazardous characteristics may be present, fuses, switches, motor controllers and circuit-breakers shall have enclosures specifically approved for such locations.

(b) Class II, Division 2. In Class II, Division 2 locations, enclosures for fuses, switches, circuit-breakers and motor controllers including push buttons, relays and similar devices, shall conform to the requirements of sub-paragraph a-2 of this section.

88-500.57. Control Transformers and Resistors. Transformers, solenoids, impedance coils and resistors used as or in conjunction with control equipment for motors, generators and appliances shall conform to the following:

(a) Class II, Division 1. In Class II, Division 1 locations, control transformers, solenoids, impedance coils and resistors, and any overcurrent devices or switching mechanisms associated with them shall have dust-ignition-proof enclosures approved for Class II locations. No control transformer, impedance coil or resistor shall be installed in a location where dust from magnesium, aluminum, aluminum bronze powders, or other metals of similarly hazardous characteristics may be present unless provided with an enclosure specifically approved for such locations.

(b) Class II, Division 2. In Class II, Division 2 locations, transformers and resistors shall conform to the following:

(1) Switching Mechanisms. Switching mechanisms (including overcurrent devices) associated with control transformers, solenoids, impedance coils and resistors, shall be provided with enclosures conforming to Section 88-500.56(a)2.

(2) Coils and Winding. Where not located in the same enclosure with switching mechanisms, control transformers, solenoids and impedance coils shall be provided with tight metal housings without ventilating openings.

(3) Resistors. Resistors and resistance devices shall have rust-ignition-proof enclosures approved for Class II locations.

88-500.58. Motors and Generators. Motors and generators shall conform to the following:

(a) Class II, Division 1. In Class II, Division 1 locations, motors generators and other rotating electrical machinery shall be totally-enclosed pipe ventilated, or totally-enclosed fan-cooled, and shall be approved as dust-ignition proof for Class II locations. Motors, generators or other rotating electrical machinery shall not be installed in locations where dust from magnesium, aluminum, aluminum bronze powders, or other metals of similarly hazardous characteristics may be present unless such machines are totally-enclosed, or totally-enclosed fan-cooled, and specifically approved for such locations.

(b) Class II, Division 2. In Class II, Division 2 locations, motors, generators and other rotating electrical machinery shall be dust ignition proof, totally enclosed not ventilated, total-enclosed pipe ventilated, totally-enclosed fan-cooled, except that in locations where in the judgment of the Bureau of Electrical Inspection, only moderate accumulation of non-conducting, non-abrasive dust are likely to occur, and where the equipment is readily accessible for routine cleaning and maintenance self-cleaning textile motors of the squirrel-cage type, standard open type machines without sliding contacts, centrifugal or other types of switching mechanism (including motor overcurrent devices), or integral resistance devices, or standard open type machines having such contacts, switching mechanisms or resistance devices and enclosed within tight metal housings without ventilating or other openings, may be installed. Motors, generators or other rotating electrical machinery of partially enclosed or splash-proof type shall not be installed in such locations.

88-500.59. Ventilating Piping. Vent pipes for motors, generators or other rotating electrical machinery, or for enclosures for electrical apparatus or equipment, shall be of metal not lighter than No. 24 USS gauge, or of equally substantial non-combustible material, and shall (1) lead directly to a source of clean air outside of buildings, (2) be screened at the outer ends to prevent the entrance of small animals or birds, (3) be protected against physical damage and against rusting or other corrosive influences. In addition, vent pipes shall conform to the following:

(a) Class II, Division 1. In Class II, Division 1 locations, vent pipes, including their connections to motors or to the dust-ignition proof enclosures for other equipment or apparatus, shall be dust-tight throughout their length. For metal pipes, seams and joints shall be (1) riveted (or bolted) and soldered, (2) welded, (3) rendered dust-tight by some other equally effective means.

(b) Class II, Division 2. In Class II, Division of 2 locations, vent pipes and their connections shall be sufficiently tight to prevent the entrance of appreciable quantities of dust into the ventilated equipment or enclosure, and to prevent the escape of sparks, flame or burning material which might ignite dust accumulations or combustible material in the vicinity. For metal pipes, lock seams and riveted or welded joints may be used, and tight-fitting slip joints may be used where some flexibility is necessary as at connections to motors.

88-500.60. Utilization Equipment, Fixed and Portable. Utilization equipment, fixed and portable shall conform to the following:

(a) Class II, Division 1. In Class II, Division 1 locations, utilization equipment, including electrically heated and motor-driven equipment, shall be dust-ignition-proof approved for Class II locations. Where dust from magnesium, aluminum bronze powders or other metals of similarly hazardous characteristics may be present, such equipment shall be specifically approved for such locations.

(b) Class II, Division 2. In Class II, Division 2, locations, utilization equipment, fixed and portable, shall conform to the following:

(1) Heaters, Electrically-heated utilization equipment shall be dust-ignition-proof approved for Class II locations.

(2) Motors. Motors of motor-driven utilization equipment shall conform to Section 88-500.58(b).

(3) Switches, Circuit-breakers and Fuses. Enclosures for switches, circuit-breakers, and fuses shall conform to Section 88-500.56(a)2.

(4) Transformers, Impedance Coils and Resistors. Transformers, solenoids, impedance coils and resistors shall conform to Section 88-500.57(b).

88-500.61. Lighting Fixtures. Lamps shall be installed in fixtures which conform to the following:

(a) Class II, Division 1. In Class II, Division 1 locations, lighting fixtures for fixed and portable lighting shall conform to the following:

(1) Approved Fixtures. Each fixture shall be dust-ignition-proof and approved for Class II locations, and shall be clearly marked to indicate the maximum wattage of the lamp for which it is approved. In locations where dust from magnesium, aluminum, aluminum bronze powders, or other metals of similarly hazardous characteristics may be present, fixtures for fixed or portable lighting, and all auxiliary equipment, shall be specifically approved for such locations.

(2) Mechanical Injury. Each fixture shall be protected against mechanical injury by a suitable guard or by location.

(3) Pendent Fixtures. Pendent fixtures shall be suspended by threaded rigid conduit stems, or by other approved means. For rigid stems longer than 12 inches, flexibility in the form of a fitting or a flexible connector approved for the purpose and for the location shall be provided not more than 12 inches from the point of attachment to the supporting box or fitting.

(4) Supports. Boxes, box assemblies or fittings used for the support of lighting fixtures shall be approved for the purpose and for Class II locations.

(b) Class II, Division 2. In Class II, Division 2 locations, lighting fixtures shall conform to the following:

(1) Portable Lamps. Portable lamps shall be dust-ignition-proof and approved for Class II locations. They shall be clearly marked to indicate the maximum wattage of lamps for which they are approved.

(2) Fixed Lighting. Lighting fixtures for fixed lighting, when not of a type approved for Class II locations, shall provide enclosures for lamps and lampholders which shall be designed to minimize the deposit of dust on lamps and to prevent the escape of sparks, burning material or hot metal. Each fixture shall be clearly marked to indicate the maximum wattage of lamp which may be used without exceeding a maximum exposed surface temperature of 165°C. (329°F.) under normal conditions of use.

(3) Physical Damage. Lighting fixtures for fixed lighting shall be protected from physical damage by suitable guards or by location.

(4) Pendent Fixtures. Pendent fixtures shall be suspended by threaded rigid conduit stems or by other approved means. For rigid stems longer than 12 inches, flexibility in the form of a fitting or a flexible connector approved for the purpose shall be provided not more than 12 inches from the point of attachment to the supporting box or fitting.

(5) Supports. Boxes, box assemblies and fittings used for the support of lighting fixtures shall be approved for Class II locations.

(6) Electric Discharge Lamps. Starting and control equipment for mercury vapor and fluorescent lamps shall conform to the requirements of paragraph (b) of 88-550.57.

88-500.62. Flexible Cords, Class II, Divisions 1 and 2. Flexible cords used in Class II locations shall (1) be of a type approved for extra hard usage, (2) contain, in addition to the conductors of the circuit, a grounding conductor conforming to Section 88-94003, (3) be connected to terminals or to supply conductors in an approved manner, (4) be supported by clamps or by other suitable means in such a manner that there will be no tension on the terminal connections, and (5) be provided with suitable seals to prevent the entrance of dust where the flexible cord enters boxes or fittings which are required to be dust-ignition-proof or dust-tight and (6) may be used only on portable utilization equipment or portable appliances.

88-500.63. Receptacles and Attachment Plugs.

(a) Class II, Division 1. In Class II, Division 1 locations, receptacles and attachment plugs shall be of the type providing for connection to the grounding conductor of the flexible cord, and shall be dust-ignition-proof approved for Class II locations.

(b) Class II, Division 2. In Class II, Division 2 locations, receptacles and attachment plugs shall be of the type providing for connection to the grounding conductor of the flexible cords and shall be so designed that connection to the supply circuit cannot be made or broken while live parts are exposed.

88-500.64. Signal, Alarm, Remote-Control, and Local Loudspeaker Inter-Communication Systems. Signal, alarm, remote-control, and local loudspeaker inter-communication systems shall conform to the following:

(a) Class II, Division 1. In Class II, Division 1 locations, signal, alarm, remote control and communications systems, irrespective of voltage, shall be approved for the location and shall conform to the following:

(1) Wiring Method. Where accidental damage or breakdown of insulation might cause arcs, sparks or high temperatures, rigid metal conduit, electrical metallic tubing, or Type MI Cable with approved termination fittings shall be the wiring method employed. For conduit or electrical metallic tubing, the number of conductors shall be limited only by the requirement that the cross-sectional area of all conductors shall not exceed 40% of the area of the raceway.

(2) Contacts. Switches, circuit-breakers, relays, contactors and fuses which may interrupt other than voice currents, and current-breaking contacts for bells, horns, howlers, sirens and other devices in which sparks or arcs may be produced, shall be provided with enclosures approved for the location, unless current-breaking contacts are immersed in oil, or unless the interruption of current occurs within a chamber sealed against the entrance of dust, in which case enclosures may be of general purpose type.

(3) Resistors and Similar Equipment. Resistors, transformers, and choke coils which may carry other than voice currents, and rectifiers, thermionic tubes and other heat generating equipment or apparatus shall be provided with dust-ignition-proof enclosures approved for Class II locations.

(4) Rotating Machinery. Motors, generators and other rotating electrical machinery shall conform to Section 88-500.58(a).

(5) Electrical Conducting Dusts. Where dusts are of an electrically-conducting nature, all wiring and equipment shall be approved for Class II locations.

(6) Metal Dusts. Where dust from magnesium, aluminum, aluminum bronze powders, or other metals of similarly hazardous characteristics may be present, all apparatus and equipment shall be specifically approved for such conditions.

(b) Class II, Division 2. In Class II, Division 2 locations, signal, alarm remote-control and local loudspeaker inter-communication systems shall conform to the following:

(1) Wiring Method. Where accidental damage or breakdown of insulation might cause arcs, sparks or high temperatures, rigid metal conduit, electrical metallic tubing, or Type MI cable with approved termination fittings shall be the wiring method employed. For conduit or electric metallic tubings, the number of conductors shall be limited only by the requirement that the cross-sectional area of all conductors shall not exceed 40% of the area of the raceway.

(2) Contacts. Enclosures shall conform to Section 88-500.64(a)2 or contacts shall have tight metal enclosures designed to minimize the entrance of dust, and shall have telescoping or tight fitting covers and no openings through which, after installation, sparks or burning material might escape.

(3) Transformers and Similar Equipment. The windings and terminal connections of transformers and choke coils shall be provided with tight metal enclosures without ventilating openings.

(4) Resistors and Similar Equipment. Resistors, resistance devices, thermionic tubes, and rectifiers shall conform to Section 88-500.64(a)3 except that enclosures for thermionic tubes, non-adjustable resistors or rectifiers for which maximum operating temperature will not exceed 120°C. (248°F.) may be of general purpose type.

(5) Rotating machinery. Motors, generators and other rotating electrical machinery shall conform to Section 88-500.58(b).

88-500.65. Live Parts, Class II, Division 1 and 2. There shall be no exposed live parts.

88-500.66. Grounding, Class II Divisions 1 and 2. Wiring and equipment shall be grounded in conformity with the following:

(a) Exposed Parts. The exposed non-current-carrying metal parts of equipment such as the frames or metal exteriors of motors, fixed or portable lamps or other utilization equipment, lighting fixtures, cabinets, cases and conduit, shall be grounded as specified in Section 87-250 of this Code.

(b) Bonding. The locknut-bushing and double-locknut types of contact shall not be depended upon for bonding purposes, but bonding jumpers with proper fittings or other approved means shall be used. Where flexible conduit is used as permitted in Section 88-500.54, bonding jumpers with proper fittings shall be provided around such conduit.

(c) Lightning Protection. Each ungrounded service conductor of a wiring system in a Class II location, when supplies from an ungrounded overhead electrical supply system in an area where lightning disturbances are prevalent, shall be protected by a lightning protective device of proper type. Lighting protective devices shall be connected to the service conductors on the supply side of the service disconnecting means, and shall be bonded to the raceway system at the service entrance.

(d) Grounded Service Conductor Bonded to Raceway. Wiring in a Class II location, when supplied from a grounded alternating-current supply system in which a grounded conductor is a part of the service, shall have the grounded service conductor bonded to the raceway system and to the grounding conductor for the raceway system. The bonding connection to the grounded service conductor shall be made on the supply side of the service disconnecting means.

(e) Transformer Ground Bonded to Raceway. Wiring in a Class II location, where supplied from a grounded alternating-current supply system in which no grounded conductor is a part of the service, shall be provided with a metallic connection between the supply system ground and the raceway system at the service entrance. The metallic connection shall have a current-carrying capacity not less than 1/5 that of the service conductors, and shall in no case be smaller than No. 10 when of soft copper, or No. 12 when of medium or hard-drawn copper.

(f) Multiple Grounds. Where, in the application of Section 87-250.21, it is necessary to abandon one or more grounding connections to avoid objectionable passage of current over the grounding conductors, the connection required in paragraphs (d) or (e) of this Section shall not be abandoned while any other grounding connection remains connected to the supply system.

### CLASS III INSTALLATIONS

### *Hazardous Locations*

88-500.71. General. The general rules of this Code shall apply to the installation of electrical wiring and apparatus in locations classified as Class III under Section 88-500.6 as modified by this Article. Equipment installed in Class III locations shall be able to function at full rating without developing surface temperatures high enough to cause excessive dehydration or gradual carbonization of accumulated fibers or flyings. Organic material which is carbonized or is excessively dry is highly susceptible to spontaneous ignition. In general, maximum surface temperatures under actual operating conditions shall not exceed 165°C. (329°F.) for equipment which is not subject to overloading, and 120°C. (248°F.) for equipment such as motors, power transformers, etc., which may be overloaded.

88-500.72. Transformers and Capacitors, Class III, Divisions 1 and 2. Transformers and capacitors shall conform to Section 88-500.52(b).

88-500.73. Wiring Methods. Wiring methods shall conform to the following:

(a) Class III, Division 1. In Class III, Division 1 locations, rigid metal conduit or Type MI cable shall be the wiring method employed.

(1) Boxes and Fittings. Fittings and boxes in which taps, joints or terminal connections are made shall (1) be provided with telescoping or close fitting covers, or other effective means to prevent the escape of sparks or burning material, and (2) shall no openings, (such as holes for attachment screws) through which, after installation, sparks or burning material might escape, or through which adjacent combustible material be ignited.

(2) Flexible Connections. Where flexible connections are necessary the provisions of Section 88-500.54(a)2 apply.

(b) Class III, Division 2. In Class III, Division 2 locations, the wiring method shall conform to paragraph (a) of this section.

88-500.74. Switches, Circuit-breakers, Motor Controllers and Fuses. Class II, Divisions 1 and 2. Switches, circuit breakers, motor controllers and fuses shall conform to paragraph (a) of Section 88-500.56.

88-500.75. Control transformers and Resistors, Class III, Divisions 1 and 2.

Transformers, impedance coils and resitors used as or in conjunction with control equipment for motors, generators and appliances, shall conform to paragraph (a) of 88-500.57.

88-500.76. Motors and Generators. Motors and generators shall conform to the following:

(a) Class III, Division 1. In Class III, Division 1 locations, motors, generators, and other rotating electrical machinery shall be totally-enclosed not ventilated, totally-enclosed pipe ventilated, or totally-enclosed fan-cooled, except that in locations where, in the judgement of the bureau of electrical inspection only moderate accumulations of lint and flyings will be likely to collect on, in, or in the vicinity of a rotating electrical machine and where such machine is readily accessible for routine cleaning and maintenance; self-cleaning textile motors of the squirrel-cage type, standard open type machines without sliding contacts, centrifugal or other types of switching mechanism (including motor overload devices); or standard open type machines having such contacts, switching mechanisms or resistance devices enclosed within tight metal housings without ventilating or other openings, may be installed.

(b) Class III, Division 2. In Class III, Division 2 locations, motors, generators, and other rotating electrical machinery shall be totally-enclosed not ventilated, totally-enclosed pipe ventilated, or totally-enclosed fan-cooled.

(c) Partially Enclosed Type, Class III, Divisions 1 and 2. Motors, generators or other rotating electrical machinery of the partially enclosed or splash-proof type shall not be installed in Class III locations.

88-500.77. Ventilating Piping, Class III, Divisions 1 and 2. Vent pipes for motors, generators or other rotating electrical machinery, or for enclosures for electrical apparatus or equipment, shall be of metal not lighter than No. 24 USS gauge, or of equally substantial noncombustible material, and shall (1) lead directly to a source of clean air outside of buildings, (2) be screened at the outer ends to prevent the entrance of small animals or birds, (3) be protected against physical damage and against rusting or other corrosive influences, and (4) vent pipes and their connections shall be sufficiently tight to prevent the entrance of appreciable quantities of fibers or flyings into the ventilated equipment or enclosure, and to prevent the escape of sparks, flame or burning material which might ignite occumulations of fibers or floyings or combustible material in the vicinity. For metal pipes, lock seams and riveted or welded joints may be used, and tight fittting slip joints may be used where some flexibility is necessary as at connections to motors.

88-500.78. Utilization Equipment, Fixed and Portable, Class III, Divisions 1 and 2. Utilization equipment shall conform to the following:

(a) Heaters. Electrically heated utilization equipment shall be approved for Class III locations.

(b) Motors. Motors of motor-driven utilization equipment shall conform to Section 88-500.76. Utilization equipment which may be readily moved from one location to another should conform to requirements for the most hazardous location.

(c) Switches, Circuit-Breakers, Motor Controllers and Fuses. Switches, circuit-breakers, motor controllers and fuses shall conform to Section 88-500.56.

88-500.79 Lighting Fixtures, Class III, Divisisons 1 and 2. Lamps shall be installed in fixtures which shall conform to the following:

(a) Fixed Lighting. Lighting fixtures for fixed lighting shall provide enclosures for lamps and lampholders which shall be designed to minimize entrance of fibers and floyings, and to prevent the escape of sparks, burning material or hot metal. Each fixture shall be clearly marked to indicate the maximum wattage of lamp which may be used without exceeding a maximum exposed surface temperature of 165°C. (329°F.) under normal conditions of use.

(b) Physical Damage. A fixture which may be exposed to physical damage shall be protected by a suitable guard.

(c) Pendent Fixtures. Pendent fixtures shall be suspended by stems of rigid conduit or threaded metal tubing of equivalent thickness. For stems longer than 12″, flexibility in the form of a fitting or a flexible connector approved for the purpose shall be provided not more than 12" from the point of attachment to the supporting box or fitting.

(d) Supports. Boxes, box assemblies, or fittings used for the support of lighting fixtures shall be of a type approved for the purpose.

(e) Portable Lamps. Portable lamps shall be equipped with handles and protected with substantial guards, and lampholders shall be of unswitched type with no exposed metal parts and without provision for receiving attachment plugs. In all other respects, portable lamps shall conform to Section 88-500.79 (a).

88-500.80. Flexible Cords, Class III, Divisions 1 and 2. Flexible cords shall conform to Section 88-500.62.

88-500.81. Receptacles and Attachment Plugs, Class III, Divisions 1 and 2. Receptacles and attachment plugs shall conform to Section 88-500.63.

88-500.82 Signal, Alarm, Remote-Control and Local Loudspeaker Intercommunication Systems, Class III, Divisions 1 and 2. Signal, alarm remote-control and local loudspeaker intercommunication systems shall conform to Section 88-500.64.

88-500.83 Electric Cranes and Hoists, and Similar Equipment, Class III, Divisions 1 and 2. Electric cranes may be installed under the following conditions:

(a) Electric Cranes operating over combustible fibers shall not be operated on a system with a grounded conductor. Feeders for electric cranes shall be furnished with a recording ground detector, and protected by a relay which will automatically open the feeder circuit breaker in the event of the insulation of the system falling below 1000 ohms.

(b) Contact conductors shall be so located or guarded as to be inaccessible to other than authorized persons, and shall be protected against accidental contact with foreign objects.

(c) Current collectors shall be arranged or guarded to confine normal sparking and to prevent escape of sparks or hot particles. To reduce sparking, two or more separate surfaces of contact shall be provided for each contact conductor. Reliable means shall be provided to keep contact conductors and current collectors free of accumulations of lint or flyings.

(d) Control equipment shall conform to Sections 88-500.74 and 88-500.75.

It is recommended that where distance of travel permits, current to the crane be supplied through flexible cord approved for extra hard usage and equipped with approved type of reel or takeup device.

88-500.84. Electric Trucks. Electric trucks shall conform to the following:

(a) Class III, Division 1. Electric trucks shall not be used in Class III, Division 1 locations.

(b) Class III, Division 2. In Class III, Division 2 locations, electric trucks shall have wheels equipped with rubber tires or made of 'non-conducting material. Electric trucks shall have their batteries charged only in rooms meeting the requirements of 88-500.85.

88-500.85. Storage-Battery Charging Equipment, Class III, Divisions 1 and 2. Storage battery charging equipment shall be located in separate rooms built or lined with substantial non-combustible materials so constructed as to adequately exclude flyings or lint, and shall be well ventilated.

88-500.86. Live Parts, Class III, Divisions 1 and 2. There shall be no exposed live parts except as provided in 88-500.83.

88-500.87. Grounding, Class III, Divisions 1 and 2. Wiring and equipment shall be grounded in conformity with 88-500.66.

SECTION 139. That Section 88-510 of the Municipal Code of Chicago is amended so as to read as follows:

"88-510. Commercial, Repair and Storage Garages."

SECTION 140. That Section 88-510.2 of the Municipal Code of Chicago is amended by adding thereto the following:

"Where unusual conditions exist in a specific occupancy, the Bureau of Electrical Inspection shall judge with respect to the application of specific rules."

SECTION 141. That Section 88-510.3 of the Municipal Code of Chicago is amended so as to read as follows:

"88-510.3 Types of Equipment. Equipment which tends to produce arcs or sparks, such as cutouts, switches, receptacles, lampholders, charging panels, generators, motors, or other equipment having make and break or sliding contacts, when located with 18" of the floor, shall be of a type specifically approved for Class I, Division 1 locations as defined in 88-500 of this code. Equipment which may produce temperatures which may cause ignition of such fuels and gases, when located within 18″ of the floor, shall be of a type approved for use in Class I, Division 1 locations as defined in 88-500 of this Code. Pits and depressions below floor level shall be considered Class I, Division 1 up to the floor level.

(a). Equipment above Class I, Division 2 Hazardous Areas. Equipment which is located less than 12' above the floor and which may tend to produce arcs or sparks or particles of hot metal shall be of the totally enclosed type or shall be equipped with suitable guards or screens to prevent the escape of such sparks or hot metal particles.

(b). Showrooms and Switchboard Rooms. Equipment located in a room suitably separated from the hazardous area or enclosed in an enclosure specifically approved for the purpose need not conform to the requirements of this section."

SECTION 142. That Section 88-510.6 of the Municipal Code of Chicago is amended so as to read as follows:

"88-510.6. Cords for Pendants. For pendants, flexible cords suitable for the type of service and approved for hard usage shall be used."

SECTION 143. That Section 88-510.7 of the Municipal Code of Chicago is amended so as to read as follows:

"88-510.7. Cord for Portables. For the connection of portable appliances or equipment, flexible cords suitable for the type of service and approved for extra hard usage shall be used."

SECTION 144. That Section 88-510.9 of the Municipal Code of Chicago is amended so as to read as follows:

"88-510.9. Portable Lampholders Used in Pits. Portable lampholders used in pits or depressions shall be approved for use in Class I, Division 1 locations."

SECTION 145. That Chaper 88 of the Municipal Code is amended by adding thereto the following:

"88-510.13. Battery Charging Equipment. Battery Chargers and control equipment shall be located at least 18" above the floor. Tables, racks, trays, and wiring methods shall in addition conform to the provisions of 87-480.

88-510.14. Electric Vehicle Charging. Equipment for electric vehicle charging shall conform to the following:

(a) Type of Cord. Type S, SO, or ST cord shall be used for charging purposes.

(b) Connector Rating. Connectors shall be at least 50 amperes capacity.

(c) Connectors. Connectors shall be so designed and so installed that they will break apart readily at any position of the charging cable. Live parts shall be guarded from accidental contact. Where plugs for direct connection to vehicles are suspended from overhead, the cord shall be arranged so that the lowest point of sag is at least six inches from the floor. Where the vehicle is equipped with an approved plug which will readily pull apart and is arranged to automatically pull both cord and plug out of the way so as not to be subject to mechanical injury, no additional connector need be placed in the cable or at the outlet."

SECTION 146 That Section 88-510.21 of the Municipal Code of Chicago is amended to read as follows:

"88-510.21. *Residential Storage Garages*

(a) Definition. A residential storage garage is a building or a room in which not more than three selfpropelled vehicles in which volatile flammable liquids or flammable gases are used for fuel or power such as passenger automobiles, buses, trucks, tractors, etc., are or may be stored but which will not normally be used for other than minor service or repair operations on such stored vehicles.

(b) At or Above Grade. Where the lowest floor is at or above adjacent ground or driveway level, and where there is at least one outside door at or below floor level, the garage area shall not be classed as a hazardous location.

(c) Below Grade. Where the lowest floor is below adjacent ground or driveway level, the following shall apply:

(1) The entire area of the garage or of any enclosed space which includes the garage shall be classified as a Class I, Division 2 location up to a level 18 inches above the garage floor. All electrical equipment and wiring within such hazardous location shall conform to applicable provision of Section 88-500.11.

2. Wiring and equipment above the defined hazardous location shall conform to the requirements of this Code for non-hazardous locations.

3. Adjacent areas in which hazardous vapors or gasses are not likely to be relased, and having floors elevated at least 18 inches above the garage floor or separated therefrom by tight curbs or partitions at least 18 inches high, shall not be classed as hazardous.

SECTION 147. That Section 88-510.31 of the Municipal Code of Chicago is amended so as to read as follows:

"88-510.31. *Aircraft Hangars*

(a) Definition. This occupancy shall include locations used for storage or servicing of aircraft in which gasoline, jet fuels, or other volatile flammable liquids, or flammable gases, are used, but shall not include such locations when used exclusively for aircraft which have never contained such liquids or gases, or which have been drained and properly purged.

(b) Hazardous Areas. Classification under Article 500.

(1) Any pit or depression below the level of the hangar floor shall be considered to be a Class I, Division 1 location which shall extend up to said floor level.

(2) The entire area of the hangar including any adjacent and communicating areas not suitably cut off from the hangar shall be considered to be a Class I, Division 2 location up to a level 18 inches above the floor.

(3) The area within 5 feet horizontally from aircraft power plants, aircraft fuel tanks or aircraft structures containing fuel shall be considered to be a Class I, Division 2 hazardous location which shall extend upward from the floor to a level 5 feet above the upper surface of wings and of engine enclosures.

(4) Adjacent areas in which hazardous vapors are not likely to be released such as stock rooms, electrical control rooms, and other similar locations, should not be classed as hazardous when adequately ventilated and when effectively cut off from the hangar itself by walls or partitions.

(c) Wiring and Equipment in Hazardous Areas. All fixed and portable wiring and equipment which is or may be installed or operated within any of the hazardous locations defined in Section 88-510.31 (B) shall conform to applicable provisions of Section 88-511. All wiring installed in or under the hangar floor shall conform to the requirements for Class I, Division 1. When such wiring is located in vaults, pits, or ducts, adequate drainage shall be provided and the wiring shall not be placed within the same compartment with any other service except piped compressed air

(d) Wiring Not Within Hazardous Areas.

(1) All fixed wiring in a hangar, but not within a hazardous area as defined in Section 88-510.31 (B) shall be installed in metallic raceways or shall be Type MI or Type ALS cable, except that wiring in non-hazardous locations as defined in Paragraph 88-510.31(B4) may be of any type recognized in Section 87-300 of this Code.

(2) For pendants, flexible cord suitable for the type of service and approved for hard usage shall be used. Each such cord shall include a separate grounding conductor.

(3) For portable utilization equipment and lamps, flexible cord suitable for the type of service and approved for extra hard usage shall be used. Each such cord shall include a separate grounding conductor.

(4) Where a circuit which supplies portables or pendants includes an identified grounded conductor as provided in Section 87-200, receptables, attachment plugs, connectors, and similar devices shall be of polarized type, and the identified conductor of the flexible cord shall be connected to the screw shell of any lampholder or to the identified terminal of any utilization equipment supplied. Acceptable means shall be provided for maintaining continuity of the grounding conductor between the fixed raceways system and the non-current-

carrying metallic portions of pendant fixtures, portable lamps, and portable utilization equipment.

(e) Equipment Not Within Hazardous Areas.

(1) In locations other than those described in Section 88-510.31 (B), equipment which is less than 10 feet above wings and engine enclosures of aircrafts and which may product arcs, sparks or particles of hot metal, such as lamps and lampholders for fixed lighting, cutouts, switches, receptacles, charging panels, generators, motors, or other equipment having make and break or sliding contacts, shall be of totally enclosed type or shall be provided with suitable guards or screens to prevent escape of sparks or hot metal particles, except that equipment in areas described in Section 88-510.31 (B4) may be of general purpose type.

(2) Lampholders of metal shall, fiber-lined types shall not be used for fixed incandescent lighting.

(3) Portable lamps which are or may be used within a hangar shall be approved for Class I locations.

(4) Portable utilization equipment which is or may be used within a hangar shall be of a type suitable for use in Class I, Division 2 locations.

(f) Stanchions Rostrums and Docks.

(1) Electric wiring, outlets and equipment (including lamps) on or attached to stanchions, rostrums or docks which are located or likely to be located in a hazardous area as defined in Section 88-510.31 (B3) shall conform to the requirements for Class I, Division 2 locations.

(2) Where stanchions, rostrums, or docks are not located or likely to be located in a hazardous area as defined in Section 88-510.31 (B3), wiring and equipment shall conform to Sections 88-510.31 (D) & (E), except that such wiring and equipment not more than 18 inches above the floor in any position shall conform to Section 88-510.31 (F).

Receptacles and attachment plugs shall be of locking type which will not break apart readily.

(3) Mobile stanchions with electrical equipment conforming to Section 88-510.31(F2) shall carry at least one permanently affixed warning sign to read: "Warning—Keep 5 Feet Clear of Aircraft Engine and Fuel Tank Areas."

(g) Sealing. Approved seales shall be provided in conformance with Section 88-500.15 and shall apply to horizontal as well as to vertical boundaries of the defined hazardous areas. Raceways embedded in a masonry floor or buried beneath a floor shall be considered to be within the hazardous area above the floor when any connection or extensions lead into or through such area.

(h) Aircraft Electrical Systems. Aircraft electrical systems should be de-energized when the aircraft is stored in a hangar, and, whenever possible, while the aircraft is undergoing maintenance.

(i) Aircraft — Battery — Charging and Equipment.

(1) Aircraft batteries should not be charged when installed in an aircraft located inside or partially inside a hangar.

(2) Battery chargers and their control equipment shall not be located or operated within any of the hazardous areas defined in Section 88-510.31 (B), and should preferably be located in a separate building or in an area such as described in Section 88-510.31(B4). Mobile chargers shall carry at least one permanently affixed warning sign to read: "Warning—Keep 5 Feet Clear of Aircraft Engines and Fuel Tank Areas." Tables, racks, trays, and wiring shall not be located within a hazardous area, and shall, in addition, conform to the provisions of Section 87-480.

(j) Energizing Aircraft from External Power Sources.

(1) Aircraft energizers shall be so designed and mounted that all electrical equipment and fixed wiring will be at least 18 inches above floor level and shall not be operated in a hazardous area as defined in Section 88-510.31(B3).

(2) Mobile energizers shall carry at least one permanently affixed warning sign to read: "Warning—Keep 5 Feet Clear of Aircraft Engines and Fuel Tank Areas."

(3) Aircraft energizers should be equipped with polarized external power plugs and should have automatic controls to isolate the ground power unit electrically from the aircraft in case excessive voltage is generated by the ground power unit.

(k) Mobile Servicing Equipment with Electrical Components.

(1) Mobile servicing equipment (such as vacuum cleaners, air compressors, air movers, etc.) having electrical wiring and equipment not suitable for Class I, Division 2 locations shall be so designed and mounted that all such fixed wiring and equipment will be at least 18 inches above the floor. Such mobile equipment shall not be operated within the hazardous areas defined in Section 88-510.31 (B3) and shall carry at least one permanently affixed warning sign to read: "Warning—Keep 5 Feet Clear of Aircraft Engines and Fuel Tank Areas."

(2) Flexible cords for mobile equipment shall be suitable for the type of service and approved for extra hard usage and shall include a grounding conductor. Attachment plugs and receptacles shall be approved for the location in which they are installed, and shall provide for connection of the grounding conductor to the raceway system.

(3) Equipment not of a type suitable for Class I, Division 2 locations should not be operated in areas where maintenance operations likely to release hazardous vapors are in progress.

(1) Grounding. All metallic raceways, and all non-current-carrying metallic portions of fixed or portable equipment, regardless of voltage, shall be grounded as provided in Section 87-250."

SECTION 148. That Chapter 88 of the Municipal Code of Chicago is amended by deleting therefrom:

"Sections 88-510.32 and 88-510.33".

SECTION 149. That Section 88-510.41(a) of the Municipal Code of Chicago is amended to read as follows:

"(a) Lubritorium Service and Repair Rooms. All wiring below 18″ of the main Level shall comply with the provisions of Class I, Division 2, of 88-500 of this code, except that where there is wiring installed in a pit below the lubritorium, service or repair room floor, such wiring shall comply with the provisions of Class I, Division 1 of this code. All other wiring in these rooms shall comply with the provisions of 88-510.3.

All conduits which enter or leave a Class I area shall be sealed in such a manner that there is no box, fitting or coupling between the seal and the point where the conduit leaves the Class I area. Seals shall be installed as close as is physically possible to the point of entering or leaving the Class I hazardous area. All conductors enclosed in such conduits shall be of a type approved for exposure to gasoline vapors or gasoline.

(b) Other Locations, Office, salesroom, compressor rooms, and other similar areas which are suitably cut off from the lubritorium, service or repair rooms, shall be wired to comply with the provisions of 87-300."

SECTION 150. That Section 88-510.42-1 of the Municipal Code of Chicago is amended by: renumbering said section "88-510.42".

and is further amended to read as follows:

"88-510.42. Exterior Wiring. Generally there are two main sources of hazard on the exterior of gasoline dispensing stations:

(1) the dispensing pumps and (2) the tank fill and vent pipes.

(a) The hazardous area around dispensing pumps extends vertically to a height of four (4) feet over the entire island measured from the main driveway and horizontally eighteen (18) inches from the island, and from that point a distance of twenty (20) feet horizontally, eighteen (18) inches above the main driveway level. If there is no island, the hazardous area around dispensing pumps shall extend to a distance of three (3) feet horizontally from the pump housing, four (4) feet above the main driveway level, and from that point a distance of twenty (20) feet in all directions eighteen inches above the main driveway level. If there are two or more pumps grouped as they would be on an island, but mounted on ground level, all the area between such pumps shall be construed as being over an island and shall be considered as hazardous to a height of four feet. All the ground below the areas defined above shall be considered as hazardous and any conduit passing through it shall comply with all the requirements of this section and section 88-510.43.

(b) The hazardous area around tank vent and fill pipes extends vertically to a height of 18 inches above surrounding ground level and horizontally in all directions a distance of 20 feet. The ground below this area is considered to be part of the hazardous area, and any conduit passing through it shall comply to the requirements of this section and section 88-510.43. In cases where the vent pipes extends above ground the hazardous area extends 18 inches horizontally in all directions from the aperture of the vent and down to 18 inches above the surrounding ground level and thence horizontally in all directions to a distance of 20 feet. All electrical equipment in or below this area shall conform to all applicable sections.

SECTION 151. That Section 88-510.43-1 of the Municipal Code of Chicago is amended by:

Renumbering the Section "88-510.43";
and is further amended so that sub-section "(d)" thereof reads as follows:

"(d) All circuits which enter or pass through equipment, junction boxes or dispensing pumps on any island or between grouped pumps where there is no island shall be controlled by a switch or switches having a disconnecting pole in all conductors including the grounded neutral, if any. Switches shall open all conductors simultaneously.";
and is further amended so that sub-section "(e)" thereof reads as follows:

"(e) Seals shall be placed in conduits feeding poles, standards, signs and similar equipment, at the point where the conduit enters or leaves the hazardous area or in such a manner that there is no box, fitting or coupling between the seal and the point at which the conduit leaves the hazardous area. Seals shall be properly installed and filled and shall be accessible for inspection after installation."

SECTION 152. That Section 88-510.51 of the Municipal Code of Chicago is amended to read as follows:

"88-510.51 Bulk-Storage Plants

(A) Definition. This designation shall include locations where gasoline or other volatile flammable liquids are stored in tanks having an aggregate capacity of one carload or more, and from which such products are distributed (usually by tank truck).

(B) Hazardous Areas.

(1) Pumps, Bleeders, Withdrawal Fittings, Meters and Similar Devices

(a) Adequately ventilated indoor areas containing pumps, bleeders, withdrawal fittings, meters and similar devices which are located in pipe lines handling flammable liquids under pressure shall be considered as Class I, Division 2 locations within a 5 foot distance extending in all directions from the exterior surface of such devices. The Class I, Division 2 location shall also extend 25 feet horizontally from any surface of these devices and extend upward to 3 feet above floor or grade level. See Flammable Liquids Code, NFPA No, 30 for discussion of factors influencing adequacy of ventilation required to prevent formation of hazardous vapor-air mixtures.

(b) Inadequately ventilated indoor areas containing pumps, bleeders, withdrawal fittings, meters and similar devices which are located in pipe lines handling flammable liquids under pressure shall be considered as Class I, Division 1 location within a 5 foot distance extending in all directions from the exterior surface of such devices. The Class I, Division 1 location shall also extend 25 feet horizontally from any surface of the devices and extend upward to 3 feet above floor or grade level.

(c) Outdoor areas containing pumps, bleeders, withdrawal fittings, meters and similar devices which are located in pipe lines handling flammable liquids under pressure shall be considered a Class I, Division 2 locations within a 3 foot distance extending in all directions from the exterior surface of such devices. The Class I, Division 2 location shall also extend up to 18 inches above grade level within 10 feet horizontally from any surface of the devices.

(2) Transfer of Flammable Liquids to Individual Containers.

(a) In outdoor areas or where positive and reliable mechanical ventilation is provided in indoor areas in which flammable liquids are transferred to individual containers, such areas shall be considered to be a Class I, Division 1 location within 3 feet of the vent or fill opening extending in all directions and a Class I, Division 2 location within the area extending between a 3 foot and 5 foot radius from the vent or fill opening extending in all directions, and including the area within a horizontal radius of 10 feet from the vent or fill opening and extending to a height of 18 inches above floor or grade levels.

(See Flammable Liquids Code, NEPA No. 30 for discussion of factors influencing adequacy and reliability of mechancial ventilation required to prevent formation of hazardous vapor-air fixtures.)

(b) When positive and reliable mechanical ventilation is not provided in indoor areas in which flammable liquids are transferred to individual containers, such areas shall be considered to be a Class I, Division 1 location.

(3) Loading and Unloading of Tank Vehicles and Tank Cars in Outside Locations.

(a) The area extending 3 feet in all directions from the dome when loading through an open dome or from the vent when loading through a closed dome with atmospheric venting shall be considered a Class I, Division 1 location.

(b) The area extending between a 3 foot and 5 foot radius from the dome when loading through an open dome or from the vent when loading through a closed dome with atmospheric venting shall be considered a Class I, Division 2 location.

(c) The area extending within 3 feet in all directions from a fixed connection used in bottom loading or unloading, loading through a closed dome with atmospheric venting, or loading through a closed dome with a vapor recovery system, shall be considered a Class I, Division 2 location. In the case of bottom loading or unloading this classification shall also be applied to the area within a 10 foot radius from point of connection and extending 18 inches above grade.

In deciding upon extent of hazardous area, consideration should be given to the total area within such loading and unloading operation may occur such as racks, platforms, driveways, etc.

(4) Aboveground tanks.

(a) The area above the roof and within the shell of a floating roof type tank shall be considered a Class I, Division 1 location.

(b) For all types of aboveground tanks the area within 10 feet from the shell, ends and roof of other than a floating roof shall be considered a Class I, Division 2 location. Where dikes are provided the area inside the dike within 25 feet of the tank and extending upward to the top of the dike shall be considered to be a Class I, Division 2 location.

(c) The area within 5 feet of a vent opening and extending in all directions shall be considered a Class I, Division 1 location.

(d) The area between 5 and 10 feet of a vent opening and extending in all directions shall be considered a Class I, Division 2 location.

(5) Pits.

(a) Any pit or depression, any part of which lies within a Division 1 or Division 2 location as defined herein, shall be considered a Class I, Division 1 location unless provided with positive and reliable mechanical ventilation.

(b) Any such areas when provided with positive and reliable mechanical ventilation shall be considered a Class I, Division 2 location.

(See Flammable Liquids Code, NFPA No. 30 for discussion of factors pertaining to positive and reliable mechanical ventilation required to prevent formulation of hazardous vapor-air-mixtures.)

(c) Any pit or depression not within a Division 1 or Division 2 location as defined herein, but which contains piping, valves or fittings shall be classified as a Class I. Division 2 location.

(6) Storage and Repair Garages for Tank Vehicles shall be considered to be a Class I, Division 2 location up to 18 inches above floor or grade level unless in the judgment of the Bureau of Electric Inspection, conditions warrant more severe classification or a greater extent of the hazardous area.

(7) Office Buildings. Boiler Rooms and Other Similar Locations which are outside the limits of hazardous areas as defined herein, and which are not used for handling or storage of volatile flammable liquids or containers for such liquids, shall not be considered to be hazardous locations.

(C) Wiring and Equipment within Hazardous Aeas. All electrical wiring and equipment within the hazardous areas defined in Section 88-510.51 (b) shall conform to applicable provisions of Section 88-500.11.

(D) Wiring and Equipment above Hazardous Areas. All fixed wiring above hazardous areas shall be in metallic raceways or shall be Type MI cable. Fixed equipment which may produce arcs, sparks or particles of hot metal, such as lamps and lampholders for fixed lighting, cutouts, switches, receptacles, motors, or other equipment having make and break or sliding contacts, shall be of totally enclosed type or shall be provided with suitable guards or screens to prevent escape of sparks or hot metal particles. Portable lamps or utilization equipment, and their flexible cords shall conform to the provisions of Section 88-500.11 for the class of location above which they are connected or used.

(E) Underground wiring shall be installed in rigid metal conduit, or, where buried under not less than 3 feet of earth, may be installed in duct, or in the form of cable approved for the purpose. Where cable is used, it shall be enclosed in rigid metal conduit from the point of lowest buried cable level to the point of connection to the above-ground raceway.

(2) Conductor insulation shall conform to Section 88-500.23.

(3) Where cable with non-metallic sheath or duct is used, a grounding conductor shall be included to provide for metallic continuity of the raceway system and for grounding of non-current-carrying metallic parts of equipment.

(F) Sealing. Approved seals shall be provided in conformance with Section 88-500.15 and shall apply to horizontal as well as to vertical boundaries of the defined hazardous areas. Buried raceways under the defined hazardous areas shall be considered to be within such areas.

(G) Gasoline Dispensing. Where gasoline dispensing is carried on in conjunction with bulk station operations, applicable provisions of 88-510.41 shall apply.

(H) Grounding. All metallic raceways and all non-current-carrying metallic portions of electrical equipment shall be grounded as provided in Section 87-250.

(I) Bonding. Provisions shall be made to bond each other and to ground all equipment used in transferring volatile liquids. All necessary precutions shall be taken to prevent the build-up of a static charge on any equipment.

SECTION 153. That Section 88-500.5(a) of the Municipal Code of Chicago is amended to read as follows:

"(a) Wiring Methods. Rigid metal conduit, electrical metallic tubing or MI cable shall be employed as the wiring method. Other wiring methods using metal raceways may be used providing special permission is obtained from the Chief Electrical Inspector prior to the start of the installation."

SECTION 154. That Section 88-520.6(d) of the Municipal Code of Chicago is amended by deleting from the first sentence thereof the words:

"the armored cable method";

and substituting in lieu thereof:

"the flexible metal conduit method".

SECTION 155. That Section 88-520.7 of the Municipal Code of Chicago is amended to read as follows:

"88-500.7. Dressing Rooms.

(a) Rigid metal conduit or electrical metallic tubing shall be employed as the wiring method.

(b) Pendent Lampholders. Pendent Lampholders shall not be installed in dressing rooms.

(c) Switches Required. All lights and receptacles in dressing rooms shall be controlled by wall switches installed in the dresing rooms. Each switch controlling receptacles shall be provided with a pilot light to indicate when the receptacle or receptacles are energized.

(d) Lamp Guards. All incandescent lamps in dressing rooms, where less than eight feet from the floor, shall be equipped with approved guards sealed or locked in place."

SECTION 156. That Section 88-520 of the Municipal Code of Chicago is amended by adding thereto a new sub-section as follows:

"88-520.17. Grounding. All metal raceways shall be grounded. The metal frames and enclosures of equipment including border lights shall be grounded, except the frames and enclosures of portable equipment on grounded circuits operating at not over 150 volts to ground.

SECTION 157. That Section 88-537.1 of the Municipal Code of Chicago is amended by adding thereto the following:

"Unless excepted by the provisions contained in Sections 88-530.1 to 88-530.14 inclusive, motion picture studios and similar occupancies shall be subject to all other applicable provisions of the Chicago Electrical Code."

SECTION 158. That Section 88-540 of the Municipal Code of Chicago is amended so as to read as follows:

"88-540. Motion Picture Projectors, Projection Booths and Projection Equipment.

The requirements of this section are intended to be in addition to all other applicable provisions of this code, unless specifically exempted. All exposed metallic, non-current carrying parts shall be grounded as is provided in Section 87-250. There shall be no exposed live parts on equipment in booths."

SECTION 159. That Section 88-540.1 of the Municipal Code of Chicago is amended so as to read as follows:

"88-540.1. General. Projectors and projection equipment are divided into three categories for the purposes of this code, as follows:

(a) Miniature Non-Professional Type. Equipment ordinarily used by the general public for home movies and family entertainment specifically approved and labeled by a testing laboratory. For use with slow-burning film, 16mm or less in width and with a maximum film capacity of 2000 feet.

(b) Non-Professional Type. Approved equipment which utilizes slow-burning film, 16mm or less in width and with a maximum film capacity of 2000 feet.

(c) Professional Type. Equipment of a class and type ordinarily used in motion picture theaters, shows, exhibitions and other such locations, where people assemble to be educated or entertained. Projectors and equipment in this category shall comply with all applicable provisions of 88-540.2.

(d) A permit shall be obtained from the Bureau of Electrical Inspection prior to the use and for each use of any professional type projector or any non-professional type projector which has a rating in excess of 15 amperes or utilizes any voltage in excess of 150 between conductors or between any conductor and ground. All such equipment shall be specifically approved by the Bureau of Electrical Inspection before it is used. The minimum permit fee shall be $10.00 and it shall be prominently displayed during each use of the projector or equipment."

SECTION 159(a). That Section 88-540.2(f) of the Municipal Code of Chicago is amended by adding thereto the following sentence:

"Magazines shall be limited to a maximum diameter of twenty five inches or a maximum capacity of 5000 feet of film."

SECTION 160. That Chapter 88 of the Municipal Code of Chicago is amended by deleting therefrom:

"Section 88-540.4 and all of its sub-sections."

SECTION 161. That Section 88-550 of the Municipal Code of Chicago is amended to read as follows:

"88-550 Hospitals

General. The use of flammable anesthetic agents such as cyclopropane, divinyl ether, ethly chloride, ethyl ether, ethylene, and similar compounds is attended by considerable risk because these agents form flammable mixtures with air, oxygen, or nitrous oxide. In many cases, these mixtures are violently explosive. Fatal accidents have resulted from explosions of such mixtures during anesthesia.

Principal sources of ignition of flammable anesthetics in anesthetizing locations include the following:

(a) fixed electrical equipment, (b) portable electrical equipment, (c) static accumulation, (d) open flames and heated objects above the ignition temperature of the flammable gases in use.

The term "anesthetizing location" shall mean any area in which it is intended to administer any flammable anesthetic agent in the course of examination or treatment and shall include operating rooms, anesthesia rooms, corridors, utility rooms, and other areas if used for induction of anesthesia with flammable anesthetic agents.

In an anesthetizing location the hazardous location is to be considered to extend five feet above the floor. Electrical wiring and fixed equipment installed less than 5 feet above the floor of rooms used as anesthetizing locations shall comply with the requirements of Class I, Group C and D, Division 1 locations of 88-550 of the Chicago Electrical Code (explosion-proof).

Replacement units, which are in themselves explosion-proof, may be used for receptacle outlets and switches in lieu of a complete explosion-proof wiring system for existing anethetizing locations if acceptable to the Bureau of Electrical Inspection. In new installations, complete explosion-proof wiring systems are open during construction, and such systems are practical to install.

While the text of this standard occasionally uses the word "hospital" and refers to physicians and other personnel and organizations commonly associated with general hospitals, its requirements shall apply to any facility in which flammable mixtures are administered as anesthetics.

88-550.1. Specific Requirements. All wiring and equipment, fixed and portable, shall comply with the requirements of the following table:

| | *Class I Complete* | *Class I Below 5 ft.* | *Conductive Floor* | *Ungrounded System* | *No Fixture or Switch Below 5 ft.* |
|---|---|---|---|---|---|
| Operating Rooms | | X | X | X | |
| Delivery Rooms | | X | X | X | |
| Emergency Rooms | | X | X | X | |
| Anesthetic Induction Areas | | X | X | X | |
| Connecting Rooms | | | X | | |
| Surgical Corridors | | | X | | |
| Flammable Gas Storage | | | | | |
| (a) In Surgical Suites | X | | X | | X |
| (b) Elsewhere | X | | | | X |
| Oxygen Room | | | | | X |

88-550.2 Storage Locations—Combustible Anesthetic Agents. Electrical wiring and equipment shall comply with the requirements for Class I, Group C, Division 1 locations of 88-500 of the Chicago Electrical Code (explosion-proof).

88-550.3. Fixed Installations in Hazardous Locations.

(a) Electrical wiring and equipment installed less than 5 feet above the floor of rooms used as anesthetizing locations shall comply with the requirements of Class I, Division 1, Group C & D locations of 88-500 of the Chicago Electrical Code (explosion-proof).

(b) Where a masonry wall or floor constitutes a boundary of a hazardous area, any portion of a raceway embedded in such masonry shall be considered to be within the boundary itself, but any portion of a raceway located in a hollow space in such wall or floor shall be considered to be within the hazardous area.

Where a box, fitting or enclosure is partially but not entirely within a hazardous area, the hazardous area shall be considered to be extended to include the entire box, fitting or enclosure.

(c) All adjoining areas, not separated by a self-closing door without openings below 5 feet shall conform to the requirements of 88-550.3(a).

(d) Receptacles and Attachment Plugs. In hazardous locations receptacles and attachment plugs shall be of the three pole grounding type and shall comply with the requirements of 88-500.22 of the Chicago Electrical Code. They shall be a part of a unit device with an explosion-proof interlocking switch arranged so that the plug cannot be withdrawn or inserted when the switch is in 'on' position and the switch cannot be turned 'on' until the plug is securely seated; or they shall be approved devices in which the current is broken in an explosion-proof enclosure before the plug can be removed. The plug shall conform to the basic dimensions as required by NBFU Standard #56, section 2438F.

(1) Each operating, receiving and delivery room shall be provided with a minimum of two receptacles connected to the ungrounded secondary of a transformer which is fed from the emergency system and independent of the battery transfer switch. A separate circuit shall be provided in each room for these receptacles. A circuit supplying these receptacles shall not supply any other loads.

(2) The exposed portions of all plug and receptacle attachments shall be smooth so that it is impossible to cut tender skin in handling or operating this equipment.

(3) When a battery emergency system is used, at least one receptacle of the approved type shall be installed in each operating, delivery room, and emergency room, and shall be connected to the battery emergency system.

(4) When a motor generator emergency system is used all the general use receptacles of the proper voltage in the anesthetizing locations shall connect to the generator emergency system through the generator transfer switch. There shall be a minimum of two general use receptacles in each anesthetizing location.

(e) Control Devices. In hazardous locations (88-500) devices or apparatus such as motor controllers, thermal cut-outs, switches, relays the switches and contactors of auto-transformer starters, resistance and impedance devices, which tend to create arcs, sparks, or high temperatures, shall not be installed unless devices or apparatus are of a type approved for use in explosive atmosphere in accordance with 88-500.16 and 88-500.17 of the Chicago Electrical Code.

It is recommended that control devices for such purposes be installed in a non-hazardous location and actuated by some suitable mechanical, hydraulic or other non-electrical remote control device which may be operated from any desired location. This recommendation applies particularly to foot and other switches which must be operated from a location at or near the floor.

(f) Lighting Switches. In hazardous locations where the isolated system is mandatory, switches controlling lighting circuits shall comply with the requirements of 88-500 of the Chicago Electrical Code, and in addition such switches shall be of the two-pole type and so connected as to open both sides of the ungrounded circuits which they control.

Attention is directed to the fact that mercury-type switches, although producing no exposed spark on operaion when in normal conditions, are not listed by the Underwriters' Laboratories, Inc., for use in Class I, Division 1, locations unless enclosed in explosion-proof housings.

*Lighting Fixtures General*

(g) Hazardous Locations. Lamps in fixed position shall be enclosed in a manner approved for use in explosive atmospheres and shall be properly protected by subtantial metal guards or other means where exposed to breakage. Lamps shall not be of the pendant type unless supported by and supplied through hangers of rigid conduit or flexible connectors approved for use in explosive atmospheres in accordance with the Chicago Electrical Code.

(h) Viewing Box Lighting. Film viewing boxes in or partially in the hazardous area shall be approved for Class I, Division 1, Group C & D locations.

(i) Sealing. Approved seals shall be provided in conformance with Section 88-500.15(a).

88-550.4. Wiring and equipment above Hazardous Areas.

(a) Wiring above a hazardous area as defined in 88-550.3 shall be installed in metal raceway or shall be Type MI cable.

(b) Equipment which may produce arcs, sparks or particles of hot metal, such as lamps and lampholders, cutouts, switches, receptacles, generators, motors, or other equipment having make and break or sliding contacts, shall be of the totally-enclosed type or shall be provided with suitable guards or screens to prevent escape of sparks or hot metal particles.

(c) All plugs and receptacles shall be designed for interchangeability, for direct connection without the use of adaptors with Class I Group C, receptacles in the hazardous area.

Exception. Receptacles provided for services having different voltages, frequencies or types on the same premises shall be of such design that attachment plugs and caps used in such receptacles cannot be connected to circuits of a different voltage, frequency or type, but will be interchangeable only within each such classification and the plug shall conform to 88-550.3(d).

(d) Switches. Each ungrounded circuit within or partially within the anesthetizing location shall be controlled by a switch having a disconnecting pole for each conductor.

88-550.5. Ceiling Suspended Surgical Lighting Fixtures. Ceiling suspended surgical lighting fixtures, if installed, shall be approved as a unit, and shall comply with the following requirements:

(a) Fixture: The light source of the fixture shall be suitably protected against mechanical injury. No part of the light source enclosure when in the lowest position shall extend into the hazardous area unless approved for Class I, Division 1, Group C or D locations.

(b) Supports. Boxes, box assemblies or fittings used for these fixtures shall be approved for the purpose, and so supported that the supporting means will not become disengaged from its fastening during or as a result of adjustments in the fixture. The fixture shall be suspended by suitable rigid stems or other approved means. For rigid stems longer than 12 inches, flexibility in the form of a fitting or flexible connector approved for the purpose shall be provided not more than 12 inches from the point of attachment to the supporting box fitting.

(c) Sliding Contacts: Fixtures with sliding contacts, arcing or sparking parts, shall be installed to comply with the requirements of 88-550.4. Such fixtures shall, in addition, be installed so that in any position of use, such sliding contacts, arcing or sparking parts shall not extend within 5 feet of the floor.

(d) Control Switches: Integral or appended switches, if installed on ceiling suspended surgical lighting fixtures, shall be of explosion-proof design, if switch can be extended into the hazardous area.

88-550.6. Hospital Emergency System.

Scope. The provisions of this Article apply to the installation, operation and maintenance of circuits, systems and equipment intended to supply illumination in the event of failure of the normal supply or in the event of accident to elements of a system supplying illumination essential for safety to life and property.

(a) An approved System II lighting system shall be installed supplementing the general lighting (88-700.10) to provide electrical energy for exit sign lights, emergency lighting, emergency rooms, delivery rooms, operating rooms, and fire alarm system.

(b) In addition, all anesthetizing locations shall be provided with an approved final reserve source of current supply, which on failure of the System II Emergency Lighting System, shall automatically and instantly disconnect it from the System II supply and connect it to the final reserve source of current.

(c) The final reserve source of current supply may be either storage batteries or a generator, subject to approval by the Bureau of Electrical Inspection.

(d) Capacity. Emergency system shall have adequate capacity and rating for the emergency operation of all equipment connected to the system.

(e) No other current consuming devices other than those specified in 88-550.6(a) shall be connected to the emergency lighting system unless plans are submitted and special permission in writing is obtained before work is started.

88-550.7. Specific Requirements.

(a) Emergency lighting in hospitals shall be provided in the corridors, stairs and passageways, supplementing the general lights, and supplied as provided in 88-700, System II. The lighting of the operating, receiving and delivery rooms shall comply with 88-550.8.

(b) In hospitals there shall be provided lights permanently connected in the operating, receiving and delivery rooms sufficient to illuminate them for their normal purposes which upon failure of the normal and auxiliary service are supplied from storage batteries or a generator as specified in 88-700, System I. Self-contained low voltage battery lights are not approved for use in anesthetizing loactions.

(c) Approval. Complete detail plans of the equipment and installation shall be submitted to the Bureau of Electrical Inspection for approval before installation.

(d) Electric exit sign and emergency lighting, battery or generator electrical systems, ungrounded electrical systems and feeders for anesthetizing locations shall be completely separate wiring and conduit systems, from the general light and power systems and from each other; from the source of supply to the last current-consuming device.

Exceptions: Transfer switch enclosures and isolating transformer enclosures.

88-500.8. Arrangement of Circuits in Anesthetizing locations.

(a) In anesthetizing locations an ungrounded electrical distribution system shall be required to reduce the hazard of electric shocks and arcs in the event of insulation failure. It shall be supplied from an ungrounded distribution system which shall be isolated from any distribution system supplying areas other than anesthetizing locations. Such isolation may be obtained by means of one or more transformers having no electrical connection between primary and secondary windings, by means of motor generator sets, or by means of suitably isolated batteries.

(b) Circuits supplying primaries of isolating transformers shall operate at not more than 300 volts between conductors, and shall be provided with proper overcurrent protection. Secondary voltage of such transformers shall not exceed 300 volts between conductors, and all circuits supplied from such secondaries shall be ungrounded and shall have an approved overcurrent device of proper rating in each conductor. Circuits supplied from batteries or from generators or motor-generator sets shall be ungrounded, and shall be protected against over-current in the same manner as trasformer secondary circuits.

(c) Transformers motor-generator sets, batteries and battery chargers, together with their overcurrent devices shall be installed in non-hazardous locations, and shall conform to the requirements of this code for such locations.

(d) In addition to the usual control and protective devices, the ungrounded system shall be provided with an approved ground contact indicator so arranged that a green signal lamp, conspicuously visible to persons in the anesthetizing location, or at the surgical nurse's station remains lighted while the system is isolated from ground. An adjacent red signal lamp and audible warning signal shall be energized when any conductor of the system becomes grounded through a resistance or a capacitive reactance of any value up to 60,000 ohms or when more than 2 milliamperes flows to ground.

The indicator and associated signals shall not be installed within a hazardous area. Immediately adjacent to each ground detector and indicator there shall be an identifying sign in a minimum of ⅜" lettering. It is recommended that a separate isolating transformer and ground contact detector with indicator be used for each anesthetizing location.

(e) When the ground contact signal (red light) lights and/or the audible warning sounds, the administration of flammable anesthetic agents shall be discontinued at the earliest possible amount.

Following the completion of the operation the operating room in which the signal functioned shall not be used until the electrical defect has been remedied.

(f) Each branch circuit shall supply no more than one room used as an anesthetizing location.

(g) Branch circuits supplying only fixed lighting fixtures above the hazardous location other than surgical lighting fixtures or supplying only approved permanently installed X-ray equipment may be supplied by a conventional grounded system, provided:

(1) wiring for grounded and ungrounded circuits does not occupy the same raceways; (2) the lighting fixtures and the X-ray equipment (except the enclosed X-ray tube and the metal-enclosed high voltage leads to the tube) are located at least eight feet above the floor or outside the anesthetizing location; (3) switches for the grounded circuits are located outside of the anesthetizing location; and (4) that special permission in writing is obtained before work is started.

Remote control stations for remote control switches may be installed in the anesthetizing location if the remote control circuit is energized from the ungrounded distribution system.

88-550.9. Grounding. In storage and anesthetizing locations, the exposed non-current carrying metal parts of equipment such as the frames or metal exteriors of motors, fixed or portable lamps, or appliances, fixtures, cabinets, cases, and conduit shall be grounded as provided in 87-250 and 88-500.26 of the Chicago Electrical Code. The locknut bushing and the double locknut types of contact shall not be depended upon for bonding purposes, but bonding jumpers with copper fittings or other approved means shall be used.

88-550.10. Signaling Systems. In hazardous locations all equipment of signaling and communication systems, irrespective of voltage, shall be of a type approved for use in explosive atmospheres in accordance with 88-500 of the Chicago Electrical Code.

88-550.11. Portable Equipment. Portable electrical equipment (except equipment operating at not more than 8 volts between conductors) such as; incubators, lamps, heaters, motors, generators, etc., used in anesthetizing locations shall comply with the requirements of Class I, Division 1, Group C locations of 88-500. of the Chicago Electrical Code.

88-500.12. Flexible Cord. In hazardous locations flexible cord for portable lamps or portable electrical appliances shall be continuous and without switch from the appliance to the attachment plug and of a type designated for extra-hard usage in accordance with 88-500 of the Chicago Electrical Code. Such flexible cord shall contain one extra insulated conductor to form a grounding connection between the ground terminal of the polarized plug and metal lamp guards, motor frames, and all other exposed metal portions of portable lamps and appliances.

Flexible cords shall be protected at the entrance to equipment by a suitable insulated grommet.

The flexible cord shall be of sufficient length to reach any position in which the portable device is to be used. Portable equipment shall be provided with a storage device for its flexible cord in which the shortest radius to which the cord can be subjected is 3 inches.

88-550.13. X-Ray Equipment. X-ray equipment installed or operated in an anesthetizing location shall be provided with approved means for preventing accumulation of electrostatic charges. All control devices, switches, relays, meters, and transformers shall be totally enclosed, and where installed or operated within a hazardous area, shall be approved for Class I locations. High voltage wiring shall be effectively insulated from ground and adequately guarded against accidental contact.

88-550.14. Other Equipment.

(a) Suction, pressure, or insufflation equipment involving electrical elements, and located or used within a hazardous area shall be approved for Class I locations.

(b) Equipment for generating high frequency currents or voltages used in electrocautery, diathermy, television, etc., where installed or used in an anesthetizing location, shall conform to Sections 88-550.3 and 88-550.4.

(c) High frequency equipment shall be approved for the location in which it is used and shall conform to Sections 88-550.3 and 88-550.4.

88-550.15. Low Voltage Equipment and Instruments.

(a) General. Any electrical apparatus or equipment which is frequently in contact with the bodies of persons or has exposed current carrying elements shall be of a type operating on a voltage of not over 8 volts. Power shall be supplied to such apparatus or equipment from individual transformers connected to an outlet receptacle by means of a plug and cord approved for use in Class I, Group C atmospheres or by a common transformer installed in a nonhazardous location or from individual batteries made up of dry cells or from common batteries made up of storage cells installed in a nonhazardous location. Transformers for supplying low voltage circuits shall have approved means for insulating the secondary circuit from the primary circuit and shall have cores and case grounded in an apparent manner. Resistance or impedance devices may be used to control low voltage units, but shall not be used to limit the maximum input voltage.

(b) Receptacles and Attachment Plugs. Any receptacle or attachment plug used on low voltage circuits shall be of a type which does not permit interchangeable connection with circuits of higher voltage. It should be recognized that any interruption of the circuit, even circuits as low as 8 volts, either by any switch, or loose or defective connections anywhere in the circuit, may produce a spark sufficient to ignite combustible anesthetic agents.

(c) Illuminating Instruments. All illuminating instruments for providing electrical illumination which are brought into close contact with the bodies of persons, such as endoscopic instruments, head lamps, and the like, shall be operated at voltages of 8 volts or less. Power shall be supplied in accordance with requirements of paragraph 'a' of this section.

(d) Cautery Equipment. All hot wire cautery apparatus, when permitted, shall be operated on voltages of 8 volts or less.

88-550.21. Reduction of Electrostatic Hazard.

General. The requirements of this section have been formulated for the purpose of reducing the possibility of electrostatic spark discharges and hence, the ignition of flammable gases by the energy liberated thereby. They shall be complied with in anesthetizing locations, in rooms such as sterilizing rooms, etc., directly communicating with anesthetizing locations; and in storage locations for flammable anesthetic agents located in surgical suites. Where anesthetizing locations open directly on a passageway, not a part of an operating room or delivery room suite, the conductive floor shall extend ten feet either side of the door frame.

88-550.22. Conductive Flooring.

(a) To prevent the accumulation of dangerous electrostatic charges, the entire surface of the floor in the locations specified in 88-550.21 shall provide a path of moderate electrical conductivity between all persons and equipment making contact with the floor. No point on a non-conductive element in the surface of the floor shall be more than ¼ inch from a conductive element of the surface of the floor.

(b) The maximum resistance of the conductive floor shall be less than 1,000,000 ohms as measured between two electrodes placed 3 feet apart at any points on the floor.

(c) For additional protection against electric shock, the resistance of the floor shall be more than 25,000 ohms, as measured between a ground connection and an electrode placed at any point on the floor, and also as measured between two electrodes placed 3 feet apart at any points on the floor.

(d) Method of Test. The floor shall be clean and dry and the room shall be free of hazardous gas mixtures. Each electrode used shall weigh 5 lbs. and shall have a clean, dry, flat but resilient circular contact surface 2½ inches in diameter. An ohmmeter of suitable range shall be used which maintain a voltage between 90 and 500 volts across a resistance of 1 megohm. For the safety of the operator, the short circuit current of the instrument should be less than 10 milliamperes. For each determination of resistance, the results of at least three measurements with the electrodes in slightly different positions on the floor shall be averaged. At least five such determinations at widely separated areas on the floor shall be made.

(e) For compliance with Section 88-550.22(b), the average shall be within the limits specified and no value shall be greater than five megohms. For compliance with Section 88-550.22(c), no location shall have a resistance of less than 10,000 ohms and the average for not less than five locations shall be greater than 25,000 ohms. Where resistance to ground is measured, two measurements shall be made at each location, with the test leads interchanged at the instrument between measurements, with the average to be taken as the resistance to ground at the location. All readings may be taken with the electrode or electrodes more than three feet from any ground connection or grounded object resting on the floor.

If the resistance changes appreciably with time during a measurement, the value observed after the voltage has been applied for about five seconds shall be considered to be the measured value.

(f) Electrical connection of the patient to the conductive floor shall be assured by the provision of a conductive strap in contact with the patient's skin with one end of the strap fastened to the metal frame of an operating table meeting the requirements of 88-550.23.

(g) Intercoupling—Mechanical: The use of an intercoupler system including the patient, the anesthetist, and the anesthetic apparatus, is prohibited as an alternate for conductive flooring.

88-550.32. Furniture.

(a) All furniture shall be constructed of metal or of other electrically conductive material to provide an electrically conductive path to the floor. Surfaces on which movable objects may be placed shall be without paint, lacquer, or other insulating finish. Casters, tires or leg tips shall be of metal or conductive rubber, or equivalent conducting material, with a floor contact surface having one dimension of at least ⅝ inch.

Shelves within furniture, as well as the tops, shall also be conductive. Furniture is intended to include movable objects within the room such as stools, tables, cabinets, etc.

(b) If conductive casters, tires or leg tips are used, the resistance between the metallic frame of the furniture and a metallic plate placed under one supporting member but insulated from the floor, shall not exceed 250,000 ohms, measured with an ohmmeter of the type described in 88-550.22.

88-550.24. Conductive Accessories.

(a) Table Covers and Sheeting: Coverings of all operating tables, stretcher pads, pillows and cushions shall be fabricated from sheeting of conductive rubber or equivalent material. Such coverings and all conductive rubber sheeting shall be tested as follows:

The resistance between two electrodes placed not more than three feet apart on the same surface and also on opposite surfaces of the sheeting of pad assembly shall not exceed 500,000 ohms when measured with electrodes and an ohmmeter of the type described in Section 88-500.22.

(b) Rubber Tubing and Parts: All rubber or equivalent parts of anesthesia machines, resuscitators and assistors shall be of conductive rubber or equivalent material and shall be so labeled, unless the parts to which they are fastened are electrically connected together. The resistance between the objects with the rubber in place when measured with an ohmmeter of the type described in Section 88-550.22 shall not exceed one megohm.

(c) Belting. All belting used in connection with rotating machinery shall have incorporated in it sufficient conductive material to prevent the development of electrostatic charges. A conductive pulley shall be used.

The conductivity of the path from the pulley to the ground should be considered. If ball bearings are used, the contact between the balls and the races will probably be sufficient when bearings are lubricated with graphited oil or grease. If sleeve bearings are used, some means of conducting the charge from the pulley "shall" be provided.

(d) Plastics: Equipment shall be of electrically conductive materials wherever possible. For essential elements in surgery, such as all plastic devices, bacterial barriers, or bio-mechanical equipment, plastics may be used if conductive materials are impractical. Non-conductive parts may be used in approved devices shown by test to be non-hazardous. Non-conductive parts may be used where necessary as electrical insulators or heat insulating handles on approved devices.

88-550.25. Approval.

(a) The Bureau of Electrical Inspection shall test the complete system upon installation and periodically afterward.

(b) No installation shall be put into use unless approved by the Bureau of Electrical Inspection.

88-550.26. Testing and Maintenance.

(a) Physical safeguards built into the anesthetizing locations or storage areas will not provide protection unless safe practices are followed and good maintenance is provided.

(b) Scheduled inspections and written reports shall be maintained.

(c) Rules to require prompt replacement of defective electrical equipment shall be adopted and rigidly enforced.

(d) Maintenance employees shall be properly acquainted with the importance of the work they are expected to do in storage locations for flammable anesthetic agents and anesthetizing locations, in order that their informed cooperation may be assured.

(e) The following areas and equipment shall be tested for safety requirements as specified. A permanent log shall be kept of the readings obtained.

(1) Conductive flooring—monthly.

(2) Conductive furniture and accessories — monthly.

(3) Ground detectors and indicators—weekly.

(4) Generator—as specified in 88-700.

(5) Battery emergency system as specified in 88-700.

88-550.27. Responsibility.

General. Responsibility for the maintenance of safe conditions and practices in anesthetizing locations fall mutually upon the governing body of the hospital, all physicians using the anesthetizing locations, the administration of the hospital, and those responsible for hospital licensing, accrediting, or other approved programs.

(a) Inasmuch as the ultimate responsibility for the care and safety of patients in a hospital is that of the government board of the hospital, that body in its responsibility for enforcement of requirements shall determine that adequate regulations with respect to anesthesia practices and conduct in anesthetizing locations have been adopted by the medical staff of the hospital and that adequate regulations for inspection and maintenance are in use by the administrative, nursing and auxiliary personnel of the hospital.

(b) By virtue of its responsibility for the professional conduct of members of the medical staff shall adopt adequate regulations with respect to the use of flammable anesthetic agents and through its formal organization shall ascertain that these regulations are regularly adhered to.

(c) In meeting its responsibilities for safe practices in anesthetizing locations, the hospital administration shall adopt or correlate regulations and standard operating procedures to assure that both the physical qualities and the operating maintenance methods pertaining to anesthetizing locations meet the standards set in *this code*. The controls adopted shall cover the conduct of professional personnel in anesthetizing locations and the apparel and footware allowed. They shall cover, for anesthetizing locations, periodic inspection of static dissipating materials and of all electrical equipment, with special attention to the testing of ground contact indicators. Such inspections and tests shall be made of conductive floors and electrical equipment in storage locations for flammable anesthetic agents located within the surgical suite. Electrical and ventilating arrangements in storage locations for flammable anesthetics not located within the surgical suite shall be inspected and tested on a regular schedule.

(d) Hospital licensing and other approval bodies, in meeting their responsibilities to the public, should include in their inspections not only compliance with requirements for physical installations in anesthetizing locations, but also compliance with the requirements set forth in NBFU Standard No. 56."

SECTION 162. That the heading of Section 88-560 of the Municipal Code of Chicago is amended to read as follows:

"88-560 DWELLLING TYPE OCCUPANCIES"

SECTION 163. That Section 88-560.1 of the Municipal Code of Chicago is amended to read as follows:

"88-560.1. General. The special provisions of this Section shall apply to the electrical installations in dwelling type occupancies. In some cases they are repetitious and in some cases are variations of general requirements appearing elsewhere in this code."

Sub-section "(a)" remains as is.

SECTION 164. That Section 88-560.2 of the Municipal Code of Chicago is amended to read as follows:

"88-560.2. Branch Lighting Circuits. Each single family dwelling, individual apartment or rental unit shall be provided with at least one general lighting 15 AMP. branch circuit for each 500 square feet of area of the normal living quarters. A branch lighting circuit shall not be used to supply more than one apartment or rental unit. A fixed lighting fixture of an approved type shall be installed over each laundry tub, sink and lavatory, and such light shall be additional to the general lights in laundries and kitchens."

SECTION 165. That Section 88-560.3 of the Municipal Code of Chicago is amended to read as follows:

"88-560.3. Appliance Branch Circuits. Each single family dwelling, apartment or rental unit with cooking facilities or privileges shall be provided with at least one appliance branch circuit to supply the receptacle outlets (other than clock outlets) in the kitchen, laundry, pantry, dining room, or dining area, breakfast room, or that area of rental units set aside for this purpose. Such circuits shall not be smaller than #12 and shall not supply any other load."

SECTION 166. That Section 88-560.4 of the Municipal Code of Chicago is amended to read as follows:

"88-560.4. Number of Receptacles Required. In every kitchen, utility room, dining room, breakfast room, living room, parlor, library, den, sun room, recreation room, and bedroom, receptacle outlets shall be installed so that no point along the floor line in any wall space is more than six feet, measured horizontally, from an outlet in that space including any wall space two feet wide or greater, and the wall space occupied by sliding panels in exterior walls. Receptacle outlets in the floor shall not be counted as part of the required number of receptacle outlets unless located close to the wall. There shall be at least one receptacle between doors three feet or more apart. Except as provided in 88-560.3 these receptacles shall be on the general lighting circuits. All receptacles shall be of the groundable type. At least one receptacle shall be installed in each bathroom or powder room and it shall be of the groundable type."

SECTION 167. That Section 88-560.5 of the Municipal Code of Chicago is amended to read as follows:

"88-560.5. Illumination Required. In single family dwellings, apartment buildings, apartment hotels, hotels, and motels, and all dwelling type occupancies, all rooms shall be illuminated, including accessible attics, stairways, stairhalls, halls, corridors, closets, basement storerooms, utility rooms, garages, and similar locations.

(a) In every multiple dwellling now existing or hereafter erected containing more than two flats, apartments or dwelling units, the owner, lessee or person, firm or cooperation having control of the stairs, vestibules, corridors, passageways, and commonways in said premises shall provide and maintain illumination in or upon such areas at all times. The intensity of such illumination whether from natural or electrical sources shall be such as to provide not less than one foot candle power on every floor and stair tread.

(b) In a multiple dwelling of the corridor type, there shall be a standard exit sign over every doorway which leads from a public corridor to a vertical means of exit. In a multiple dwelling of any type there shall be a standard exit sign over every doorway which serves as a required exit from a lobby, dining room or other assembly room which has a floor area of more than 500 square feet.

(c) The lights required in subsections (a and b) of this section shall be installed as required for System III emergency lighting systems and services as covered in 88-700.11."

SECTION 168. That Section 88-570.8 of the Municipal Code of Chicago is amended so as to read as follows:

"88-560.8. Feeders. The ampacities of feeders supplying leads in dwelling type occupancies shall be computed as follows with the exceptions noted:

(a) Lighting Load. 3 watts per square foot of total floor area using the Demand Factors listed in 87-220, unless special lighting layouts require special consideration.

(b) Small Appliance Load. 1500 watts per dwelling unit plus the connected load of all fixed appliances rated more than 600 watts each. See 87-220.

(c) Public Spaces. 60 watts per outlet plus the connected load of all appliances and motors. See 87-220 for electric heat and special loads.

EXCEPTION:

1. Supply. In all occupancies covered by 88-560 other than individual motel or hotel sleeping rooms, those conductors which supply all of the current consumed in that individual unit shall have an ampacity equal to or greater than the following:

(a) Units of 850 square feet or less—60 amperes.

(b) Units 851 square feet or more—100 amperes.

The distribution equipment associated with these supply conductors shall have a rating equal to the rating of the conductors."

SECTION 169. That Section 88-560.9 of the Municipal Code of Chicago is amended to read as follows:

"88-560.9. Service and Service Disconnecting Means. The service conductors shall be as short as is practicable and in no case shall they exceed five feet inside of a building unless they are encased in 2″ of concrete or by special permission granted in writing before the installation is made. The service switch shall comply with the provisions of 87-230.51 and shall be located at a readily accessible point nearest to the entrance of the service conductors into the building. It shall be located in the basement, first floor or in an adjoining garage (provided such garage is a part of the main structure and has provisons for less than four automobiles) or in the case of an existing residential occupancy which has no basement or other available space accessible to all tenants the disconnecting means may be located on an enclosed porch or other available weatherproof enclosure. Service disconnects or meter disconnects shall not be located over laundry tubs, oil tanks, toilets, grease traps and the like.

(a) In a multiple occupancy building each occupant shall have access to his disconnecting means. In a multi-occupancy building supplied by a service in conformity with paragraph 'b' of 87-230.1 and having a common readily accessible space available, the disconnecting means may consist of no more than six switches or circuit breakers which shall conform to the requirements of Section 87-230.51(a)".

SECTION 170. That Section 88-560 of the Municipal Code of Chicago is amended by deleting therefrom the following:

"88-560.10, 88-560.11, 88-560.12, 88-560.14, 88-560.15 and 88-560.16." and is further amended by renumbering existing subsection "88-560.13" so it becomes "88-560.10" to read as follows:

"88-560.10. Metering. Where a current supply is separately metered as in an apartment house, each such separately metered load shall be equipped with a meter disconnecting means which will disconnect the separately metered load from its source of supply. Such disconnect shall conform to the provisions of 87-230.51.

Insofar as is practicable meters and disconnects shall be grouped and shall be located in meter closets if they are not installed in the basement. In all cases the meter disconnect shall be immediately adjacent to its own meter. However where six or less meters are installed out-of-doors the foregoing provisions shall not apply, and in such cases the meter disconnects shall be installed indoors in conformance with the provisions of 88-560.9."

SECTION 171. That Section 88-600 of the Municipal Code of Chicago is amended to read as follows:

"88-600. Illuminated Signs and Illumination of Signboards.

General. Detailed drawings shall be submitted with all sign permit applications. Upon approval each permit application and drawing shall be stamped with the Bureau Approval Number. All drawings shall be retained on file in the Bureau. Where several identical signs are to be erected in the City of Chicago, one drawing will suffice and permit application for all other identical signs shall bear the original Approval Number. All electrical signs shall have a permanent nameplate, readily visible from the ground or roof which shall contain the following information:

(a) The maker's name or trademark

(b) The size in feet and inches

(c) The weight of the sign

(d) The maximum ampere load

(e) The Approval Number issued by the Bureau".

Section 172. That Section 88-600.2 of the Municipal Code of Chicago is amended to read as follows:

"88-600.2. Joints. Where joints occur in metal boxes or drums, they shall be rivited, bolted or welded and shall be lap type. The lap shall be so made as to assure weatherproofing. All welds shall be made by a "Certified Welder."

Section 173. That Section 88-600.4 of the Municipal Code of Chicago is amended to read as follows:

"88-600.4. Boxes, faces and backs. Boxes, drums and backs of single face signs shall be constructed of galvanized steel, stainless steel, aluminum, or other non-ferrous metals. Thickness of metals other than steel shall be equivalent to those required for steel. Approved plastics may be utilized for sign faces, but shall not be used as supporting means. The following minimum thicknesses shall apply:

(a) Box type letters, #24 USG (.025″)

(b) Sign faces, #20 USG (.037″)

(c) Backs of flat signs, #20 USG (.37″)

(d) Boxes and drums, #20 USG (.037″)

Drainage shall be provided and shall be adequate to properly drain the entire sign."

Section 174. That 88-600.6 of the Municipal Code of Chicago is amended to read as follows:

"88-600.6. Framework. All signs having any face which has an area in excess of twelve square feet shall have an astructural framework of galvanized steel angle iron as described in Table 88-600.6, or shall have a structural rigidity equal to the framework required by this Table, Except as provided for in 88-600, engineer's stamped drawing shall be submitted with each permit application for a sign which does not have a galvanized steel angle iron framework as required by this Table. The engineer shall certify that the construction of the sign provides mechanical strength and structural rigidity equal to that which would be provided by the required angle iron frame.

Table 88-600.6

| *Area of one face* | *Projecting Signs* | *Single Face Signs* |
|---|---|---|
| 12 to 20 sq. ft. | 1½″x1½″x3/16″ | 1½″x1½″x3/16″ |
| 21 to 40 sq. ft. | 2″x2″x3/16″ | 1½″x2″x3/16″ |
| 41 to 70 sq. ft. | 2″x2″x¼″ | 2″x2″x3/16″ |
| 71 to 99 sq. ft. | 2½″x2½″x¼″ | 2″x2″x¼″ |
| Larger | 2½″x2½″x¼″ | 2½″x2½″x¼″ |

(a) Signs having a double angle iron framework with two angle irons being either back-to-back or toe-to-toe, spaced from ¼″ apart to a distance approximating the sign filler, the next smaller size angle iron of the same thickness may be used, provided the two angle irons are connected by angle iron spreader, each 5 lineal feet.

For rigidly hung signs, the rigid support member may be used in lieu of the required angle iron framework, provided the required structural rigidity is attested to be engineer's drawings.

Single faced signs having a maximum height of three feet, regardless of length shall require a minimum of 1½″x1½″x3/16″ angle iron. Single faced signs having a maximum height of four feet, regardless of length shall require a minimum of 1½″x2″x3/16″ angle iron.

(b) Intermediate Braces. Signs of ten or more lineal feet shall have an intermediate brace for every five lineal feet. If the frame is made of angle larger than 1½″x1½″x3/16″ the next size smaller angle may be used as intermediate braces.

All connections between the framework members shall be made with galvanized machine bolts not less than ⅜″ in diameter or rivited; welded connections may be substituted in lieu of bolting or riviting, providing a "Certified Welder" performs this work.

Gusset plates or their equivalent shall be used in making these connections where the area of the sign is greater than 40 sq. ft.

(c) Metal sign faces shall be bolted, screwed or rivited to the flange of the drum such that the maximum distance between such fastenings is 8″.

(d) All irons provided for the attachment to the building, or the attachment of guys and lift chains or the attachment to a crane or structure, shall be directly connected to the structural framework of the sign and shall be galvanized.

(e) Signs built in more than one section shall have provisions for connecting independent sections during construction so that the completed structural framework will act as one unit. Each section shall be so constructed that the interior is accessible for maintenance and inspection.

Section 175. That Section 88-600.8 of the Municipal Code of Chicago be amended by adding thereto the following new sub-section:

"(1) Plastic sign faces having laminated decorations or formed areas or letters of at least ⅛″ thickness for a minimum area of 50% of the background plastic area involved may be made from the next smaller thickness indicated in the Table contained in sub-section (i) of this Section. Sign faces employing C 1 corrugated pattern plastic panels of ⅛″ thickness, shall not exceed 72″ in height; C 2½ pattern of ¼″ thickness shall not exceed 108″ in height.

Section 176. That Section 88-600.8 of the Municipal Code of Chicago is amended so that subsection "(b)" thereof reads as follows:

"(b) That the sign shall be so constructed that the plastic material shall be kept at least two inches away from any lamp or tube;" and is further amended by adding thereto a new sub-section as follows:

"(m) One or more faces of all plastic signs shall be arranged to open in an approved manner. This may be accomplished either by hinging or by sliding. If hinged, there shall be one hinge for each three lineal feet and no less than two hinges per face will be acceptable. If the face is arranged to slide provisions shall be made in the trough in which the face slides to adequately support all edges of the plastic face."

Section 177. That Section 88-600.17 of the Municipal Code of Chicago is amended to read as follows:

"88-600.17. Switches. Each sign shall be controlled by a switch mounted not more than two feet from the sign, which will open all ungrounded conductors which enter the sign.

(a) If transformers are mounted remote from the sign a separate switch shall be installed at the transformer location, which will disconnect the supply to the transformers.

(b) Special permission may be obtained to install the required switch inside of a sign provided:

(1) The cover of the handhole through which the switch will be operated is clearly and durably marked to indicate the location of the switch inside, and

(2) The switch is of acceptable design and type.

(c) Signs requiring more than six circuits shall be controlled by a magnetically held contactor. The coil circuit of which shall be controlled by single pole switches in series; one at the sign location and one at the contactor location.

(d) Where a time switch is utilized to control a sign, a separate manually operable switch shall be installed in the supply to the time switch and shall be located within sight of the time switch.

(e) All switches shall be 0-30 ampere knife blade contact type and shall be weatherproof when mounted outside of the building.

SECTION 178. That Section 88-600.18 of the Municipal Code of Chicago is amended to read as follows:

"88-600.18. Accessories.

(a) Flashers. Flashers, except thermal flashers shall be placed in accessible boxes or cabinets constructed of metal of a thickness not less than #20 USG (.0375"). Boxes and cabinets shall be suitably protected against corrosion and where exposed to the elements shall be of weatherproof construction.

(b) Floodlights and Spotlights. No floodlight or spotlight shall be installed in or on any sign in such a manner as to be detrimental to automobile or street traffic. The use of the colors, green, red or amber is restricted to those signs where the use of such colors does not create a traffic hazard. Under no conditions shall flashing lights be used on a sign where they can be construed as traffic regulation."

SECTION 179. That Section 88-600.27 of the Municipal Code of Chicago is amended to read as follows:

"88-600.27. Supporting Poles or Posts. Supports for signs shall be either steel beams, round steel pipe sections or square steel (hollow) sections.

(a) Signs which have a single supporting member shall be restricted to round steel pipe sections or square steel sections. The sections may consist of a fabricated and welded assembly, provided the welding is performed by a certified welder.

(b) The minimum requirements for the support of signs shall be based upon a combined tortional and bending moment for a wind pressure of 30 lbs. per square foot and sign weight involved, using a maximum fibre stress of 20,000 lbs. per square inch.

(c) A sketch, or engineers drawings where required by this code, shall accompany each permit application. The sketch or drawing will show complete and detailed information of the construction and installation of the sign.

(d) Minimum Support Size for Projecting Signs.

| *Area of One Face* | *Round Type* | *Square Tabular Section* |
|---|---|---|
| Up to 10 sq. ft. | 4" (.237" wall) | 3" x 3" x 1/4" |
| 11 to 20 sq. ft. | 6" (.280" wall) | 4" x 4" x 3/16" |
| 21 to 30 sq. ft. | 8" (.250" wall) | 5" x 5" x 1/4" |
| 31 to 40 sq. ft. | 8" (.250" wall) | 6" x 6" x 1/4" |
| 41 to 50 sq. ft. | 8" (.322" wall) | 7" x 7" x 1/4" |
| 51 to 60 sq. ft. | 10" (.250" wall) | 8" x 8" x 1/4" |
| 61 to 70 sq. ft. | 10" (.365" wall) | 8" x 8" x 1/4" |
| 71 to 75 sq. ft. | 10" (.365" wall) | 10" x 10" x 1/4" |

(e) Minimum Support Size for concentrically Mounted Signs.

| *Area of One Face* | *Round Pipe* | *Square Tubular Section* |
|---|---|---|
| Up to 10 sq. ft. | 4" (.237" wall) | 3" x 3" x 1/4" |
| 11 to 20 sq. ft. | 5" (.258" wall) | 4" x 4" x 3/16" |
| 21 to 30 sq. ft. | 6" (.280" wall) | 5" x 5" x 1/4" |
| 31 to 40 sq. ft. | 8" (.280" wall) | 6" x 6" x 1/4" |
| 41 to 50 sq. ft. | 8" (.322" wall) | 7" x 7" x 1/4" |
| 51 to 60 sq. ft. | 10" (.250" wall) | 8" x 8" x 1/4" |
| 61 to 70 sq. ft. | 10" (.368" wall) | 8" x 8" x 1/4" |
| 71 to 75 sq. ft. | 10" (.375" wall) | 8" x 8" x 1/4" |

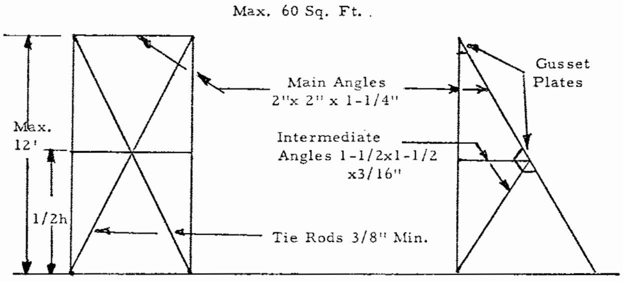
(f) The values listed in sub-sections (d) and (e) are minimum and are based upon an elevation of not more than 12 feet above the surrounding grade or ground level to the bottom of the sign. The dimensions of the sign shall be such that a ratio between the two dimensions of the sign shall not exceed two to one.

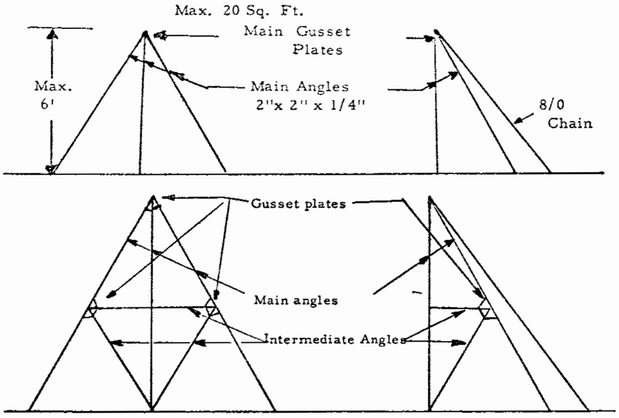
The distance between the center line of the support and the sign edge shall not exceed two feet, six inches for projecting signs.

Deviations from the provisions of this section will be permitted by special permission from the Chief Electrical Inspector, provided drawings are submitted from a registered engineer. Such drawings must attest to the fact that the proposed installation is equal to or greater than the standard required by this Code."

SECTION 180. That Section 88-600.29 of the Municipal Code of Chicago is amended to read as follows:

"88-600.29. Roof Structures Under 12′ High. Roof structures less than 12′ high shall conform to the following standards.


Max. 60 Sq. Ft.
Max. 12'
1/2h
Main Angles 2"x 2" x 1-1/4"
Intermediate Angles 1-1/2x1-1/2 x3/16"
Tie Rods 3/8" Min.
Gusset Plates



Where the height does not exceed 12′ for signs up to 40 sq. ft. in area the main angles shall be 2" x 2" x 1/4" and the intermediate angles shall be 1-1/2" x 1-1/2" x 3/16"; for signs over 40 sq. ft. in area the main angles shall be 2-1/2" x 2-1/2" x 1/4" and the intermediate angles shall be 2" x 2" x 1/4".

Roof Structures over 12′ high or more than 60 sq. ft. shall have engineers drawings."

SECTION 181. That Section 88-605.21 of the Municipal Code of Chicago is amended by deleting the words:

"armored cable" from sub-sections "a" and "c" thereof.

SECTION 182. That Section 88-606 of the Municipal Code of Chicago is amended to read as follows:

"88-606. Electrical Signs Mounted or Displayed Indoors.

General. The provisions of this Section shall apply to all electrical signs, displays, points of sale, etc., installed, placed or displayed inside of a structure all or any part of which is open to the public.

"88-606.1. Approval. Each such sign, device, display, point of sale, etc., shall be submitted to the Bureau of Electrical Inspection for investigation prior to installation. The Bureau shall require that each such device conform to the provisions of this section and any other applicable section of the code.

"88-606.2. Wiring Method. There shall be no exposed live parts. All exposed metallic non-current carrying parts shall be grounded by one of the methods provided for in Section 87-250. The wiring method employed shall conform with one of the recognized wiring methods permitted by this code as contained in Sections 87-300 through 87-410.116 inclusive. The construction of the device and its use shall determine the applicable provisions.

"88-606.3. Neon Gas Signs. This includes all signs which employ a glass tube into which a gas is introduced.

(a) Transformers. Transformers shall be of types with no exposed terminals, shall be marked with the maker's name, input rating and open circuit high tension voltage. The marking shall be visible for inspection after installation. Where the transformer is located above the ceiling of the window, the high tension cable shall be in conduit and the conduit locked into the transformer enclosure.

Except by special permission, transformers shall be of types where ratings do not exceed 30 milliamperes secondary or 450 volt ampere primary, nor exceeding 15,000 volts open circuit secondary with an additional 1000 volts for test.

Where special permission has been obtained for installation exceeding 30 milliamperes, all tube electrodes shall be enclosed and door switches installed on all enclosures, which, by opening, will break the primary circuit supply to the transformers and vacuum tube terminals.

The capacity of an overcurrent device protecting one or more transformers shall be limited to 15 amperes at 125 volts.

(b) Gas Tubing. The tubing shall be of such a length and design as not to cause a continuous over-voltage on the transformer. It shall be free from contact with flammable material and for circuit voltages exceeding 7500, from metal. It shall not be unduly exposed to mechanical injury.

The supports for the tubing where needed, shall be of the insulated type, of non-absorptive, non-combustible material and preferably adjustable. They shall maintain the tubing not less than 1/4 inch from metal parts and this spacing shall be maintained where the tubing passes through metal barriers.

(c) Electrodes. The tube terminals shall comply with one of the following:

1. Project within an enclosure and be separated from grounded metal by a minimum of 1¼ inches of air or by an approved non-absorptive non-combustible insulating bushing or receptacle suitable for the voltage.

2. In the exposed type when not easily accessible hanging free in air and not less than 1½ inches from conducting or combustible material shall be enclosed by an approved sleeve of non-conductive and non-breakable type. This sleeve shall overlap all live parts by at least 1½ inches and shall be of a type which will afford the protection intended of it and approved for the purpose.

(d) Indoor Gas Tube Signs. Transformers and their enclosures for indoor use may be supplied with current and grounded by means of approved 3-wire portable cords, of suitable carrying capacity, and shall be so designed and installed as to comply with the following:

1. Where transformer enclosures are suspended by a readily detachable means, in an accessible location, and having high tension cables, as short as practicable, suspended free in air.

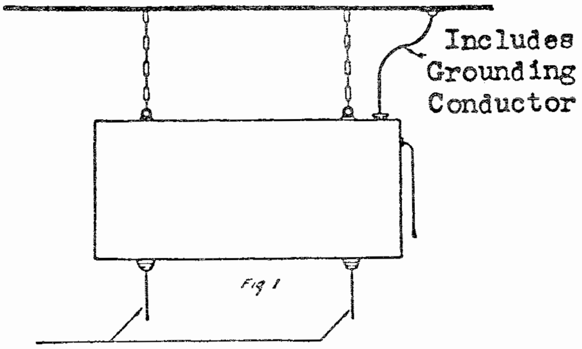


Fig 1

(1)

A "readily detachable means" is construed to mean a hook, snap, or link.

"Accessible location" is one that can be reached even if necessary to use a ladder.

"Free in air" means that high tension cables do not come in contact with surrounding material.

"Short as practicable" means that the suspended high tension cables between the transformer and the tube assembly are as short as practicability will allow.

2. Where transformer enclosures are the sole support of their tubes and the tubes do not extend through any part of the building structure.

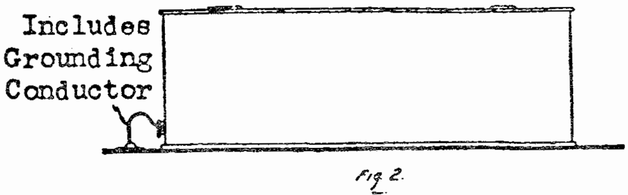


Fig 2.

The two types of gas tube equipment noted (1) and (2) of the above, are the only types permitted to be supplied and grounded by means of 3-wire cord and 3-wire receptacle. All other type installations are required to be permanently installed and wired with a standard method of wiring.

(e) Control. Signs shall be controlled by externally operable switches which shall disconnect all ungrounded conductors. Switches shall be within sight of the installation and shall have a capacity not less than twice the current rating of the transformers.

(f) Wiring Above 600 Volts.

1. Conductors for circuits operating at a potential in excess of 600 volts shall be of a type approved for the purpose, suitable for the voltage involved and shall be not smaller than No. 14 and shall, if within a sign or other enclosure, be supported on insulating supports placed not more than two feet apart which separate the wires at least 2 inches from each other and from conducting materials.

2. Conductors within a sign shall have rubber compound or other approved insulation; provided that where conductors are entirely enclosed within a sign enclosure and the enclosure cannot be opened without breaking the primary circuit, they may be bare.

3. Sharp bends in the conductors shall be avoided.

4. Conductors shall be installed in conduit, electrical metallic tubing or flexible metal conduit. Approved insulating bushings shall be used where the gas tube cable enters or leaves the conduit or electrical metallic tubing.

5. Where conductors hang freely in air away from combustible or conducting material, as in some window displays, and where not subject to mechanical injury they need not be otherwise protected.

88-606.4. Supports. Any sign or device covered by this section of the code shall be supported by approved fastening means as described in other sections of this code. (See 87-110.6).

88-606.5. Receptacles. No receptacle shall be installed in any sign or device covered by this section of the code.

88-606.6. Modular Signs. Where a sign is or may be made up of several pieces the wiring between such pieces shall be enclosed in a metal raceway unless specifically approved otherwise by the Chief Electrical Inspector.

88-606.7. Length of Cord. Where flexible cord is used as the method of supplying current to any device or sign covered by this section of the code, such cord shall not exceed 6′ in length. All such cords shall be approved three conductor and shall be equipped with a groundable type plug.

88-606.8. Voltage. In no case shall the primary voltage to any sign or device covered by this section of the code exceed 150 volts between conductors."

SECTION 183. That Section 88-610.12 of the Municipal Code of Chicago is amended to read as follows:

88-610.12. Conductor Sizes. Conductors shall be of the following sizes:

(a) Current Carrying Capacity. The allowable current carrying capacities of conductors shall be as follows:

(b) Minimum No. 14. Conductors shall not be smaller than No. 14 except:

1) On small cranes and hoists No. 16 may be used ,provided the conductors are protected against mechanical injury.

2) On Operating circuits No. 16 may be used, provided the conductors are protected against mechanical injury.

(c) Contact Conductors. The size of contact wires shall be not less than the following:

| *Distance between End Strain Insulators* | *Size of Wire* |
|---|---|
| 0 - 30 feet | No. 6 |
| 31 - 60 feet | No. 4 |
| Over - 60 feet | No. 2 |

SECTION 184. That Section 88-610.13(c) of the Municipal Code of Chicago is amended by deleting therefrom the words:

"armored cable".

SECTION 185. That Section 88-620 of the Municipal Code of Chicago is amended so as to read as follows:

"88-620. Elevators, Escalators, Dumbwaiters and Moving Walks.

General. No equipment other than that which relates directly to the operation of elevator, escalator, dumb waiter or moving walk shall be permitted in the machine room of this equipment, unless the equipment relating to the operation of the elevator, escalator, dumbwaiter or moving walk is effectively separated by an acceptable barrier.

**Ampacities of Insulated Conductors in Raceway or Cable Used with Short Time Rated Crane and Hoist Motors**

| Max. Operating Temp. | 60°C | | 75°C | | 90°C | | 110°C | |
|---|---|---|---|---|---|---|---|---|
| Size AWG MCM | Type T, TW | | Type RH, RHW THW, THWN, XHHW | | Type AVB, FEP, FEPB, RHH, SA, TA, THHN, XHHW* | | Type AVA | |
| | 60 min | 30 min | 60 min | 30 min | 60 min | 30 min | 60 min | 30 min |
| 16 | 10 | 10 | 10 | 12 | | | | |
| 14 | 20 | 20 | 25 | 26 | 31 | 32 | 38 | 40 |
| 12 | 25 | 25 | 30 | 33 | 36 | 40 | 45 | 50 |
| 10 | 35 | 35 | 40 | 43 | 49 | 52 | 60 | 65 |
| 8 | 45 | 50 | 55 | 60 | 63 | 69 | 73 | 80 |
| 6 | 57 | 70 | 76 | 86 | 83 | 94 | 93 | 105 |
| 5 | 65 | 80 | 85 | 95 | 95 | 106 | 109 | 121 |
| 4 | 77 | 95 | 100 | 117 | 111 | 130 | 126 | 147 |
| 3 | 90 | 115 | 120 | 141 | 131 | 153 | 145 | 168 |
| 2 | 107 | 130 | 137 | 160 | 148 | 173 | 163 | 190 |
| 1 | 130 | 150 | 143 | 175 | 158 | 192 | 177 | 215 |
| 0 | 160 | 180 | 190 | 233 | 211 | 259 | 239 | 294 |
| 00 | 195 | 225 | 222 | 267 | 245 | 294 | 275 | 331 |
| 000 | 245 | 280 | 280 | 341 | 305 | 372 | 339 | 413 |
| 0000 | 295 | 350 | 300 | 369 | 319 | 399 | 352 | 440 |
| 250 | 350 | 375 | 364 | 420 | 400 | 461 | 447 | 516 |
| 300 | 410 | 475 | 455 | 582 | 497 | 636 | 554 | 707 |
| 350 | 460 | 550 | 486 | 646 | 542 | 716 | 616 | 809 |
| 400 | 515 | 580 | 538 | 688 | 593 | 760 | 666 | 856 |
| 450 | 565 | 640 | 600 | 765 | 660 | 836 | 740 | 930 |
| 500 | 620 | 700 | 660 | 847 | 726 | 914 | 815 | 1004 |

88-620.1. Scope. This section shall apply to electrical equipment and wiring used in connection with elevators, dumbwaiters, escalators and moving walks. Installation in hazardous locations shall also comply with 88-500. Installations in garages shall also comply with 88-510.

88-620.2. Voltage Limitations. The following voltage limitations shall apply to the control and operating equipment of elevators, escalators, dumbwaiters and moving walks:

(a) Control Systems. 150 volts to ground for operating control and signal circuits and related equipment.

(b) Automatic Elevators. The maximum voltage permitted in the operating devices of automatic elevators, having operating devices in the car and at the landings, shall be 150 volts to ground.

(c) Push Buttons. The maximum voltage permitted on the pushbuttons of elevator signal circuits shall be 150 volts to ground.

(d) Driving Machinery. The maximum voltage permitted on driving motors, door operator motors, brakes, motor generator sets and related contactors, controllers and switches shall be 600 volts between conductors.

88-620.3. Live Parts Enclosed. All live parts of electrical apparatus in the hoistways, at the landings, or in or on the cars of elevators and dumbwaiters, or in the wellways or the landings of escalators, or moving walks shall be enclosed to protect against accidental contact.

88-620.4. Insulation of Conductors. The insulation of conductors installed in connection with elevators, dumbwaiters, escalators and moving walks, shall comply with the following:

(a) Control Panel Wiring. Conductors from panels to main circuit resistors shall be flame-retardant and suitable for a temperature of not less than 90°C. (194°F.). All other wiring on control panels shall be flame-retardant, moisture-resistant.

(b) Traveling Cables. Traveling cables used as flexible connections between the elevator or dumbwaiter car and the raceway shall be Type E, EO, or ET elevator cable or other approved types and shall have a flame-retardant, moisture-resistant outer covering.

(c) Other Wiring. All conductors in the raceways and in or on the cars of elevators and dumbwaiters and in the wellways of escalators and moving walks and in the machine room of elevators, dumbwaiters, escalators and moving walks shall have flame-retardant and moisture-resistant insulation.

(d) Thickness of Insulation. The thickness of the insulation of all conductors shall be suitable for the voltage to which the conductors are subjected.

88-620.5. Minimum Size of Conductors. The minimum size of conductors used for elevator, dumbwaiter, escalator, and moving walk wiring, except for conductors which form an integral part of control equipment, shall be as follows:

(a) Traveling Cables.

(1) For lighting circuits: No. 14, except that No. 18 or larger conductors may be used in parallel, provided the carrying capacity is equivalent to at least that of No. 14 wire.

(2) Operating control and signal circuits: No. 18.

(b) Other Wiring. All operating control and signal circuits: No. 18.

88-620.6. Motor Circuit Conductors. Conductors supplying elevator, dumbwaiter, escalator, or moving walk motors shall have a carrying capacity conforming to sub-sections (a), (b) and (c) below based on the nameplate current rating of the motors. With generator field control the carrying capacity shall be based on the nameplate current rating of the driving motor of the motor-generator set which supplies power to the elevator motor.

(a) Conductors Supplying a Single Motor. Conductors supplying a single motor shall have a carrying capacity in conformance with Section 87-430.11 (a-Exemption).

(b) Conductors Supplying Several Motors. Conductors supplying several motors shall have a current carrying capacity of not less than 125 per cent of the nameplate current rating of the highest rated motor in the group plus the sum of the nameplate current rating of the remainder of the motors in the group.

(c) Feeder Demand Factor. Feeder conductors of less capacity than required by sub-section (b) above may be furnished subject to the requirements of Section 87-430.16.

88-620.7. Wiring Method. Conductors located in hoistways and escalators and moving walk wellways shall be installed in rigid conduit, electrical metallic tubing or MI cable except: 1) traveling cables, 2) that wireways may be used for elevator controls or signal systems and 3) that flexible metal conduit may be used between riser and limit switches, interlocks, push buttons and similar devices.

(a) On the Car. Conductors and cables on the cars of elevators shall be installed in rigid metal conduit, electric metallic tubing, wireways or short runs of flexible metal conduit if kept free of oil and securely fastened in place.

(b) Between Motors, Generators and Control Panels. The conductors of circuits between motors, generators, and control panels may be grouped without any additional insulation of the separate conductors if the complete group is either taped or corded, and such covering properly painted with an insulating paint; provided that such conductors are not over 6 feet long, are supported at intervals not more than 3 feet and are not so located as to be subject to mechanical damage. If motor-generators are used with elevator motors and both are located adjacent to or underneath the control equipment and are provided with extra length terminal leads, such leads may be extended to connect directly to the elevator controller or motor-generator starter terminal studs without regard to the carrying capacity requirements of 87-430 and 87-445, provided that no such lead is longer than 6 feet.

### Installation of Conductors

88-620.8. Raceway Terminal Fittings. Conductors leaving raceways shall comply with the provisions of 87-300.8 and 87-300.9, but in no case shall the raceway terminate less than 6 inches from the floor.

88-620.9. Split Fittings. Split fittings or clamp fittings may be used on exposed conduit or electrical metallic tubings, except where the conduit or tubing contains feeders.

88-620.10. Supports. Supports for pipes, conduits, and armored cable shall be securely fastened to the guide rail or hoistway construction.

88-620.11. Number of Conductors in Raceway. The number of operating and control-circuit conductors installed in a raceway may be in accordance with Table 9 of 88-10.

88-620.12. Auxiliary Gutters. The restrictions of 87-374.2 as to length of auxiliary gutters, and of

87-374.5 as to number of conductors in auxiliary gutters, shall not apply.

88-620.13. Lighting and Signal Circuits Separate. Conductors of car-lighting circuits, and signal systems when not an integral part of the elevator wiring system, shall be separated and run in separate traveling cables and raceways.

88-620.14. Different Systems in One Cable or Raceway. Conductors for elevator circuits, including operating, control and power conductors, and signal conductors when an integral part of the wiring system may be run in the same traveling cable or raceway system when the power supply is from the same source, even though the characteristics of the voltage and/or current may be changed within the system by rectifying, transforming or other converting devices supplied from the elevator feeder circuit; provided that all conductors are insulated for the maximum voltage found in the cable or raceway system, and the live parts of the equipment are insulated from ground for this maximum voltage. Such a traveling cable or raceway may also include a pair of telephone conductors to serve a telephone in the car, provided such conductors are insulated for the maximum voltage found in the cable or raceway system.

88-620.15. Foreign Conduits or Wires. No electric conduit or cables except those used to furnish or control power, light, heat or signals for the elevator, hoist or dumbwaiter, shall have an opening, terminal, outlet or junction within the hoistway, but shall be continuous between outlets or terminals situated entirely outside the hoistway. It is not intended to prohibit the interruption of long runs for the purpose of supporting or pulling in conductors, and pull boxes may be installed for this purpose. No foreign raceway or cable shall be installed in any hoistway unless special permission is obtained in writing from the Chief Elevator Inspector and the Chief Electrical Inspector before the installation is begun. Detailed drawings of each such proposal shall be submitted with the request for special permission.

### Traveling Cables

88-620.41. Suspension. Traveling cables shall be so suspended at the car and hoistway end as to reduce the strain on the individual copper conductors to a minimum.

Cables exceeding 100 feet in length and which have steel supporting fillers shall be suspended directly by the steel supporting fillers.

Where non-metallic fillers are used, the cables shall be suspended by looping the cables around the supports.

88-620.42. Hazardous Location. In hazardous locations, traveling cables shall be Type EO and shall be secured to explosion proof cabinets by heavy-duty rubber-bushed threaded connector bushings sealed off at the enclosure as provided in 88-510.

88-620.43. Location of and Protection for Cables. Traveling cable supports shall be so located as to reduce to a minimum the possibility of damage due to the cables coming in contact with the hoistway construction or equipment in the hoistway. Where necessary, suitable guards shall be provided to protect the cables against damage.

### Control

88-620.51. Disconnecting Means. There shall be in addition to the elevator controller, a means for disconnecting all conductors of the circuit to the elevator motor, or in the case of generator field control, to the motor of the motor-generator set which supplies current to the elevator motor.

(a) Type. The disconnecting means shall be an enclosed externally operable motor circuit switch or circuit breaker arranged to be locked in the open position.

(b) Location. It shall be located adjacent to and be visible from the elevator machine, unless a disconnect switch in the control circuit of the motor-generator set is placed adjacent to and is visible from the elevator machine.

88-620.52. Limit Switches. Final overrun limit switches, mounted in the hoistway and operated by the movement of the car, shall be provided for upper and lower limits of travel for all elevators, which shall act to prevent movement of the car in both directions of travel. See 88-510 for elevators located in garages.

88-620.53. Phase Protection. Electric elevators, used to convey persons, if operated by a polyphase alternating-current motor, shall be provided with a device which will prevent starting the motor if:

(a) The phase rotation is in the wrong direction, or

(b) There is a failure in any phase.

88-620.59. Electrical Equipment in Garages and Similar Occupancies. Electrical equipment and wiring used for elevators, dumbwaiters, escalators, and moving walks in garages shall conform to the requirements of 88-510. Wiring and equipment located under the car platform shall be considered as being locating in the hazardous area.

88-620.61. Overcurrent Protection. Overcurrent protection shall be provided as follows:

(a) Control and Operating Circuits. Control and operating circuits and signal circuits shall be protected against overcurrent in accordance with the requirements of Section 88-725.31.

(b) Motors.

(1) Duty on elevator and dumbwaiter driving machine motors and driving motors of motor generators used with the generator field control shall be classed as intermittent. Such motors shall be protected against overcurrent in accordance with Section 87-430.23.

(2) Duty on escalator and moving walk driving machine motors shall be classed as continuous. Such motors shall be protected against overcurrent in accordance with Section 87-430.22.

(3) Elevator, dumbwaiter, escalator, and moving walk driving machine motors and driving motors of motor generator sets shall be protected against running overcurrent as provided in Table 87-430.27, except that no more than two overcurrent protective units shall be required.

### Machine Rooms

Machine rooms of elevators, escalators, moving walks and dumbwaiters shall be constructed in accordance with all applicable provisions of the Chicago Building Code, and in addition thereto shall conform to the following:

88-620.73. Guarding Equipment. Elevator, dumbwaiter, escalator, and moving walk driving machines, motor generator sets, controllers and auxiliary control equipment shall be installed in a space secured against unauthorized access. Such equipment may be located in rooms or spaces containing other equipment essential to the operating of the building provided it is separated therefrom by a substantial metal grill enclosure of a design which will reject a ball two inches in diameter and is at least seven feet high and is equipped with a self-closing and self-locking door. It is not intended to prohibit the installation of dumbwaiter, escalator or moving walk controllers in complete metal enclosures with doors or panels capable of being locked in the closed position providing the proper clearances are available.

88-620.72. Clearances Around Control Panels. There shall be provided sufficient clear working space around control panels to provide safe and convenient access to all live parts of the equipment necessary for maintenance and adjustment. The minimum clear working space about live parts on control panels shall not be less than is set forth below:

(a) Elevator and Dumbwaiter Controllers.

1. Single Panel
   Front ................................36 inches
   Rear ..................................24 inches
   1 side ................................18 inches
2. 2 Panels (side by side) or more
   Front ................................36 inches
   Rear ..................................36 inches
   2 Sides ..............................18 inches

It shall be permissible to mount control panels on, over or against the hoisting machine or motor generator set or to place auxiliary control equipment in front or rear of control panels provided the clearance to live parts are not less than those described above, and further provided that such equipment does not make normal maintenance a hazard.

Where control panels are mounted in cabinets with swing doors or removable panels, sufficient clear space shall be provided to fully open the doors or remove the panels.

(b) Escalator and Moving Walk Controllers. The Minimum working clearance for escalator and moving walk control panels shall be as specified in 88-620.72(a). Where the minimum clearances cannot be obtained in the same space as the escalator or moving walk drive machinery, the control panel shall be mounted remotely and a disconnect switch shall be installed within sight of the drive machinery. This disconnect switch shall open all ungrounded conductors in the supply to the drive machinery.

Where control panels are not located in the same space as the drive machine, they shall be so located in cabinets with doors or removable panels capable of being locked in the closed position. Such cabinets may be mounted in the balustrading on the side away from the moving steps or moving treadway.

(c) Illumination. All machinery rooms for elevators, escalators and moving ramps or walks shall be adequately illuminated with electrical lights. There shall be a switch for such lights located immediately adjacent to each door or hatch in or out of such machinery rooms or spaces."

### Grounding

88-620.81. Metal Raceways. All metal raceways shall be bonded to the grounded metal parts of cars with which they came in contact.

88-620.82. Electric Elevators. For electric elevators, the frames of all motors, elevator machines, controllers and the metal enclosures for all electrical devices in or on the car or in the hoistway shall be grounded.

88-620.83. Non-Electric Elevators. For elevators other than electric, and where any electrical conductors are attached to the car, the metal frame of the car, if normally accessible to persons, shall be grounded.

88-620.84. Hand-operated Cables. All hand-operated metallic shifting ropes or cables shall be grounded.

88-620.85. Inherent Ground. Equipment mounted on members of the structural metal frame of a building, shall be deemed to be grounded. Metal car frames supported by metal hoisting cables attached to or running over sheaves or drums of elevator machines shall be deemed to be grounded when the machine is grounded in accordance with 87-250.

### Overspeed

88-620.91. Power Rectifiers for Direct Current Elevators.

Where dry plate rectifiers or other types of rectifiers which are incapable of absorbing electrical energy are used to transform alternating current to direct current for the operation of a direct current elevator motor or motors, means shall be provided to absorb a sufficient amount of the energy regenerated by the elevator motor or motors under overhauling load conditions to prevent any elevator from attaining at any time a speed of more than 125 per cent of its rated speed (speed in the up direction with rated load in the car).

88-620.92. Motor Generator Overspeed Device. Motor generators driven by direct current motors and used to supply direct current for the operation of elevator machine motors shall be provided with speed limiting devices as required by Section 87-430.89, which will prevent the elevator from attaining at any time a speed of more than 125 per cent of its rated speed."

SECTION 186. That Section 88-635 of the Municipal Code of Chicago is amended to read as follows:

### "88-635. Fire Pumps

88-635. Scope. The special provisions of this section shall apply to all fire pumps required to be installed by other sections of the Chicago Code and by other agencies of the Municipal, County or State Governments.

88-635.1. General. Installation requirements shall be as outlined in the applicable provisions of 87-100 to 87-480 inclusive of this code except as modified by the requirments of this section.

Approval of the location, type and size of each required fire pump shall be obtained from the authority requiring such fire pump prior to the start of the installation. Detailed specifications for the installation of fire pumps should be obtained from the electric supply company and from the insurance company when one is involved. Such specifications may be in addition to those contained herein, but shall not be construed as relieving an installer of the responsibility of full conformance with the provisions of this code.

88-635.2. Service. Where a fire pump is required by this code or some governmental agency, the service shall be installed as follows:

A) A separate set of service conductors large enough to carry the load to be supplied as figured according to the provisions of 87-430 shall be provided from the motor control enclosure back to the service drop, stub box or vault. There shall be no switch, circuit breaker, fuse, disconnecting means, splice or conjunction, except where broken at meter cabinet, in such conductors. The only disconnecting means and overcurrent device permitted shall be contained in the approved fire pump control panel. If the length of the run or the manner in which the conduit is run makes a pull box desirable or mandatory, special permission shall be obtained in writing from the Chief Electrical Inspector prior to the start of the installation. Detailed drawings shall be submitted with each application for special permission.

B) Service Conductors. (See definition 87-100). May be overhead or underground.

1) If underground, they shall be treated as all underground service conductors are.

2) Overhead service conductors (service drop) shall not pass over any combustible structure or material; shall not be attached to the building being served at a point over an opening in that building which could possibly expose said service conductors to any fire in the building; shall not be attached to any combustible surface.

C) Service Entrance Conductors. (see definition 87-100). May be underground or may be run in an approved raceway along the outside building wall.

1) If underground or encased in concrete normal rules apply.

2) If run in an exposed approved raceway, such raceway:

(a) shall not pass over any opening in the building wall.

(b) shall not run in close proximity to a combustible surface.

(c) shall be run at least one foot below any openings in the building wall.

(d) shall not be run above any combustible surface, area or material.

(3) Service entrance conductors on the interior of buildings shall be run in an approved raceway and shall be enclosed in at least two inches of concrete or masonry.

88-635.3. Service. Where a fire pump is installed and when such installation is not the result of a requirement of this code or some governmental agency, the normal rules for service in Section 87-230 may apply. When such service originates in an inside vault with a bus extension through the vault wall and the metering facilities are ahead of the disconnect device, the fire pump service may be tapped from the bus on the load side of the meter current transformers.

88-635.4. Meters. Requirements for metering shall be obtained from the electric supply company and shall be approved by the Bureau of Electrical Inspection.

88-635.5. Motor Controllers. All motor controllers used in conjunction with fire pump installations shall be specifically approved for the purpose and shall be so identified."

SECTION 187. That Section 88-640 of the Municipal Code of Chicago is amended so as to read as follows:

"88-640. Public Address Systems and Equipment.

General. Public address systems and equipment shall include the following:

(a) Aural communication equipment, any equipment using metallic conductors as a transmission media for conveying sound from one point to another using electricity as a primary source of energy.

(b) Communication equipment, any equipment using metallic conductors as a transmission media for conveying visual, voice via telephone, data or video information from one point to another using electricity as a primary source of energy.

(c) Master Antenna System, any receiving antenna system using electricity as a primary source of energy for the amplification of received radio or video frequences.

(d) Any system that includes the connection to or remote control of any projection equipment, communication system or low voltage control. The provisions of this Section shall not apply to equipment installed in any mobile vehicle nor to similar equipment employed by a commercial or private broadcasting station which is operating, under the auspices of the Commerce Commission or the Federal Communication Commission.

The provisions of this section are to be deemed additional to or amendatory to those prescribed in 87-100 to 87-480 inclusive, 88-540, 88-725, 88-755, and 88-800 of this code."

SECTION 188. That Section 88-640.1 of the Municipal Code of Chicago is amended by deleting therefrom:

sub-sections "(a)" and "(b)", and is further amended by renumbering sub-section "(c)" so that it becomes "(a)".

SECTION 189. That Section 88-640.2 of the Municipal Code of Chicago is amended by adding thereto the following:

"(c) Equipment used in conjunction with public address systems, when installed in air handling spaces shall conform to the provisions of 87-300.20 and 87-300.21.

(d) All wire and cable of public address systems shall be installed in a neat and workmanlike manner and shall be supported by approved means. The use of the 'ring route method" is permitted, provided cable separation between wiring of different potentials is maintained. Unshielded loudspeaker wiring shall not be grouped with microphone cabling or public utility conductors."

SECTION 190. That Section 88-640.3 of the Municipal Code of Chicago is amended by adding thereto the following:

"(e) Ventilation required. Where under normal operating conditions the ambient temperature of the area in which public address equipment is located, exceeds 140 degrees F., mechanical ventilation adequate to maintain an ambient less than 140 degrees F, shall be provided.

SECTION 191. That Section 88-640.4(b) of the Municipal Code of Chicago is amended so as to read as follows:

"(b) All public address system equipment which requires a connection to the power distribution system of the buildings shall be connected to that system by an approved metallic raceway, except as noted herein.

1. Equipment generally classed as package units manufactured to be used on office furniture and equipped with an approved flexible cord.

2. Equipment installed on a temporary basis or portable equipment which is used in two or more places in the same general system.

All equipment discussed in this section shall be grounded by one of the means provided in Section 87-250 of this code."

SECTION 192. That Section 88-650.2 of the Municipal Code of Chicago is amended to read as follows:

"88-650.2. Source of Energy. The source of energy shall have a potential not over 15 volts and shall be of a self-excited generator, a two-coil transformer type rectifier or a primary battery."

SECTION 193. That Section 88-665.20(b) of the Municipal Code of Chicago is amended by deleting therefrom the last two sentences.

SECTION 194. That Section 88-670 of the Municipal Code of Chicago is amended to read as follows:

### 88-670. Machines

88-670.1. Scope. The provisions of this article shall apply to the electrical equipment for motor-driven or electrically operated machines, not portable by hand, and having one or more motors or electrically operated devices.

88-670.2. Application of Other Sections. The following provisions cover the requirements for electrical wiring and equipment on machines within the scope of this article. They are in addition to or amendatory of the applicable provisions of other articles of this code, which apply except as modified in this article.

88-670.3. Identification. Each electrically operated machine shall be marked where plainly visible to show the voltage, full-load current and frequency required for each external circuit supplying the machine. For a multi-motored machine, this full-load current marking shall be not less than the sum of the full-load current required for all motors which may be in operation at one time under normal conditions of use. If only a single motor is used, the motor nameplate may serve if plainly visible.

88-670.4. Lighting. Lighting fixtures which are a part of or attached to any machine shall conform to the following:

(a) Voltage. The lighting circuit voltage shall not exceed 150 volts between conductors and shall be a grounded circuit.

(b) Wiring Methods for Lighting. Fixed lighting fixtures shall be wired with rigid metal conduit, electrical metallic tubing, flexible metal conduit or MI cable. Portable lighting fixtures may be wired with an approved flexible cord suitable for hard usage, resistant to coolant or oil and shall be so arranged that it cannot be damaged by moving parts of the machine.

88-670.11. Wiring Method.

(a) Conduit. Conductors shall be in rigid metal conduit, electrical metallic tubing or MI cable, except; 1) the feeder raceway to a machine which is free in air (either horizontal or vertical) shall be rigid metal conduit from the machine to a point beyond the first means of support after the raceway reaches a part of the building structure. 2) all raceways on metal working machine tools shall be rigid metal conduit except as permitted for flexibility.

(b) Flexible Metal Conduit. Flexible metal conduit may be used only where necessary to obtain flexible connections for infrequenet movements, as at motor terminals. Where such flexible metal conduit will be subjected to oil or any coolant it shall be of the liquid tight type and shall be equipped with proper fittings.

(c) Continuously Moving Parts. Wiring connections to continuously moving parts of a machine shall be of an approved type extra-flexible non-metallic-covered, multi-conductor cable. In lieu of cable, individual conductors enclosed in flexible tubing may be used. The tubing and its fittings shall be approved for the purpose, and conductors in such tubing shall be considered as subject to oil or coolant when either is present on the machine.

(d) Compartments and Raceways. Compartments and raceways within the framework of a machine may be used to enclose conductors, provided they are isolated from any coolant or oil reservoir and are entirely enclosed. Conductors in compartments and raceways shall be secured in place and so arranged that they will not be subject to mechanical injury or abrasion and will not be accessible to machine operators or unqualified personnel during normal operation or maintenance.

(e) Number of Bends in Conduit. If a run of rigid metal conduit or electrical metallic tubing does not exceed 25′ in length and the conductors fill does not exceed 30% of the cross sectional area of the conduit, the requirements of 87-346.11 shall not apply.

### Conductors

88-670.12. Sizes Permitted. Circuit and control conductors on or in machines shall not be smaller than No. 14 except as follows:

(a) Conductors to Moving Parts. Copper conductors for control purposes to continuously moving parts shall be No. 18 if all such conductors are insulated for the maximum voltage of any conductor in the cable or tubing.

(b) Conductors to electronic and Precision Devices. Copper conductors to electronic and precision devices may be No. 22 except if pulled into raceways they shall not be smaller than No. 18.

88-670.13. Type. Conductors shall be of a type suitable for conditions of use. Flexible, not metallic, multi-conductor cable shall have an oil- and moisture-resistant insulation with a flame-retardant outer covering.

88-670.14. Identification of Conductors. Conductors shall be identified either by color code or by other distinctive means. White or natural gray coloring shall be used only for a grounded conductor, and green only for a conductor used to ground the frame of equipment.

### Control Equipment

88-670.15. Mounting. Controllers shall be mounted in such a manner as to guard against mechanical injury, oil, coolant, dust, and dirt.

88-670.16. In Machine Compartments. Compartments in the column or base of a machine may serve as enclosures for control equipment if the following provisions are complied with:

(a) Thickness of Metal. The wall thickness shall be not less than No. 14 USS gauge if of sheet steel, not less than ⅛-inch if of cast metal, or not less than 3/32-inch if of malleable iron.

(b) Covers. Compartments shall have tight-fitting hinged covers, not thinner than specified in paragraph a. Covers shall have adequate means for fastening securely in a closed position.

(c) Control Enclosures. Compartments used for control enclosures shall be readiy accessible and shall not contain moving parts not directly connected to electrical control equipment, and shall be so located as to guard the control devices against oil coolant, chips and dirt.

(d) Venting. A compartment enclosing group control equipment with branch circuit fusing as specified in paragraph b of 88-670.19 shall have a clear opening of at least 2 square inches, vented to another compartment within the column or base and having at least one-half the volume of the control compartment.

(e) No Floor Opening. Compartments enclosing control equipment shall not be open on the floor or foundation upon which the machine rests.

88-670.17. Not in Machine Compartment. Controllers not in machine compartments shall comply with the following:

(a) Controllers with overcurrent protection as permitted by 88-610.19 may be mounted on the outside of the machine tool or on the floor as close to the machine tool as possible provided the enclosures comply with all the provisions of 88-670.16.

(b) Other controllers may be mounted on the outside of the machine tool or elsewhere if they comply with the provision 87-430.

Motor Branch-Circuit Overcurrent Protection.

88-670.18. Branch Circuits. Any motor on a machine tool may be supplied from an individual branch circuit in accordance with the provisions of 87-430 or may be connected to a branch circuit which also supplies other motors on the same machine tool in accordance with the provision of either 87-430.43 or of 88-670.19. The conductors supplying all motors on a single machine tool may be considered a single branch circuit if all of these motors are protected in accordance with the provisions of either 87-430.43 or of 87-430.42.

88-670.19. Several Motors on One Branch Circuit. Controllers and running overcurrent protective devices for two or more motors connected to the branch circuit of a single machine tool need not comply with the provisions of 87-430.43 if all of the following provisions are complied with:

(a) Motor-Running Protection. Each motor shall be protected by a motor-running overcurrent protective device.

(b) Rating of Overcurrent Devices. The branch circuit shall have overcurrent protection of a rating equal to that specified in 87-430.42 for the largest motor connected to the circuit, plus an amount equal to the sum of the full-load current ratings of all other motors on the machine tool which may be in operation at one time under normal conditions of use and which are connected to the same circuit. In no case shall overcurrent protection be more than 200 amperes at 250 volts or less, or 100 amperes at 600 volts or less.

(c) Enclosures. Enclosures for control equipment and running protective devices enclosed in machine compartments, or mounted on or adjacent to the machine, shall comply in all respects with the provisions of 88-670.16 or 88-670.17.

(d) Conductors. The conductors of the branch circuit shall comply with the provisions of paragraph b of 87-430.43.

Protection and Grounding.

88-670.20. Protection Against Damage. If the failure of one motor to operate while others continue to run could cause damage, they shall be so connected that the tripping of any overload or undercurrent device will result in stopping all of these motors.

88-670.21. Grounding. All machine tools within the scope of this article, including connected portable equipment, shall be effectively grounded as specified in 87-250.

88-670.22. Moving Parts. A machine part that moves on grounded metal guides or supporting ways shall be considered as adequately grounded if the movable part may not readily be removed by hand."

SECTION 195. That Chapter 88 of the Municipal Code of Chicago is amended by adding thereto the following new section:

88-680—SWIMMING POOLS

88-680.1. Scope. The provisions of this section apply to the construction and installation of electric wiring for equipment in or adjacent to swimming pools, to metallic appurtenances in or within 5 feet of the pool, and to the auxiliary equipment such as pumps, filters and similar equipment. No electric appliances or wiring shall be installed in the water or in the enclosing walls of a swimming pool, except as provided for in this section.

88-680.2. Approval of Equipment. All equipment shall be approved for the purpose.

88-680.3. Application of Other Sections. Except as modified by this section, wiring and equipment in or adjacent to swimming pools shall comply with the applicable requirements of Sections 87-100 to 87-480.

88-680.4. Lighting.

(a) The provisions of this Section apply to lighting fixtures installed below the pool surface.

(b) No lighting fixture shall be installed for operation at more than 150 volts.

(c) A nonmetallic fixture shall not be used with a grounded power supply.

(d) All noncurrent carrying metal parts of lighting fixtures shall be grounded whether exposed or enclosed in non-conducting materials.

(e) Fixtures approved for the purpose may be installed outside the walls of the pool in closed recesses which are adequately drained and accessible for maintenance.

(f) Approved metal fixture housings (forming shells) shall be installed for the mounting of all underwater fixtures and shall be equipped with provisions for conduit entries. Metal parts of the fixture, fixture housing, and the supply conduit below grade level shall be of brass or other suitable copper alloy. The conduit shall extend from the fixture housing (forming shell) to a suitable junction box located as provided in Section 88-680.5 of this section.

(g) All circuits supplying underwater fixtures should be isolated. If the circuit voltage is greater than 30 volts, an approved fail-safe ground detector device which automatically de-energizes the circuit or an approved grid structure or similar safeguard should be used.

(h) Transformers used for the supply of fixtures, together with the transformer enclosure, shall be approved for the purpose. The transformers shall be of an isolating type having a grounded metal barrier between the primary and secondary voltage windings.

88-680.5. Junction Boxes and Transformer Enclosures.

(a) Junction boxes installed on the supply side of conduits extending to underwater pool lights shall be constructed of brass or suitable copper alloy unless located:

(1) Not less than 4 feet from the pool perimeter, and

(2) Not less than 8 inches above the ground or concrete surface.

(b) Transformer enclosures shall be approved for use in wet locations, or shall be located:

(1) Not less than 4 feet from the pool perimeter, and

(2) Not less than 12 inches above the ground or concrete surface, and

(3) In no case less than 12 inches above the maximum water level.

(c) Boxes shall be provided with means for independently terminating not less than two #12 grounding conductors.

88-680.6. Attachment Plug Receptacles. No attachment plug receptacles shall be installed within 10 feet of the inside walls of the swimming pool.

88-680.7. Grounding.

(a) All metallic conduit, piping systems, pool reinforcing steel, lighting fixtures, and the like, shall be bonded together and grounded to a common ground. The metal parts of ladders, diving boards, and their supports shall be grounded.

(b) No pool equipment shall be grounded to an external grounding electrode that is not common to the pool ground (deck box or transformer enclosure).

(c) An unbroken No. 12 AWG, or larger, insulated copper wire shall be provided for a grounding conductor from the deck box to the distribution panel ground.

(d) Metallic raceways shall not be depended upon for grounding. Where exposed to pool water and in other corrosive areas such as in pump houses or adjacent to water treating and other equipment, the grounding of the non-current carrying parts shall be by means of an insulated copper conductor sized in accordance with Section 87-250.95.

88-680.8. Methods of Grounding and Bonding.

(a) Metal wiring enclosures shall be grounded in accordance with Section 87-250, in addition to other requirements of this section.

(b) In addition to other requirements of this section, lighting fixtures that are supplied by flexible cord shall have all metal parts grounded by means of an insulated grounding conductor that is an integral part of the cord. This conductor shall be No. 14 AWG or larger.

(c) Nonelectrical equipment required to be grounded to a common ground in accordance with Section 88-680.7 shall be grounded in accordance with Section 87-250.

88-680.9. Clearances. Service drop conductors shall not be installed above the swimming pool or surrounding area extending 10 feet horizontally from the pool edge, or diving structure, observation standards, towers or platforms.

88-680.10. Overhead Wiring. No open overhead wiring shall be installed in the pool area as described in Section 88-680.9.

88-680.11. Wiring Method. All conductors installed in conjunction with or adjacent to a swimming pool shall be enclosed in heavy wall rigid metal conduit. All junctions in such conduit shall be threaded. Locknuts and bushings shall not be employed. A separate grounding conductor not smaller than the circuit conductors and in no case smaller than #12 shall be installed in each conduit and shall be arranged to terminate in an approved manner at each end of the conduit run. Said grounding conductor shall originate in the distribution panel outside of the pool area.

88-680.12. Approval. A Complete detailed set of drawings shall be submitted to the Bureau of Electrical Inspection prior to the start of any electrical work in, on, around or near any swimming pool."

SECTION 196. That Section 88-700 of the Municipal Code of Chicago is amended so as to read as follows:

### "88-700. EMERGENCY SYSTEMS.

General. The purpose of this section is to provide detailed installation specifications for required emergency and exit lighting systems. These provisions shall be deemed to be in addition to or amendatory of those set forth in 87-100 to 87-480 inclusive of this code. Emergency systems and exit lighting systems shall be competely independent wiring systems and shall not be intermingled with any other wiring system in the building.

Three complete sets of detailed plans of required emergency and exit lighting systems shall be submitted to the Bureau of Electrical Inspection for approval before any construction work is started on any building requiring such systems. These plans shall bear the approval stamp of the Fire Prevention Bureau for the exit lighting system when submitted to the Bureau of Electrical Inspection.

88-700.1. Definition. Emergency lighting systems shall be defined as independent lighting systems supplementing the general lighting system, as are required in this and other sections of this code.

(a) Exit Lighting Systems. (See Sections 67-17 and 67-18 for location and type) Exit Lighting systems shall be defined as those independent electrical systems which supply electricity to required exit, directional, stairway and fire escape signs.

88-700.2. Emergency Systems Required. Emergency systems of the Class indicated shall be provided in all buildings listed in the following Table. All required emergency lights, exit, directional, stairway and fire escape signs in these buildings shall be supplied from the emergency system as is provided in this code.

Where System III is required, System I or II may be installed. Where System II is required, System I may be installed.

CLASSIFICATION TABLE

| *Building Classification* | *Limitations* | *System* *I* | *II* | *III* |
|---|---|---|---|---|
| Apartments | See 88-560.5 | | x or | x |
| Apartment Hotels | 20 or more persons or more than 1 floor | | x | |
| Asylums | | | x | |
| Assembly Halls* | See Schools | | x | |
| Business Units** | Less than 10,000 sq. ft. and less than 2 stories | No system required | | |
| Business Units | 10,000 sq. ft. or more | | | x |
| Business Units | Two or more stories high or having one or more levels below grade | | x | |
| Chapels | 400 or more persons | | x | |
| Chapels | Less than 400 persons | | | x |
| Churches | 400 or more persons | | x | |
| Churches | Less than 400 persons | | | x |
| Day Nursery | 2 floors or more, or more than 20 persons | | x | |
| Exposition Buildings | | x | | |
| Fraternity and Sorority Houses | 2 floors or more, or more than 20 persons | | x | |
| Homes for the aged or Children | 2 floors or more, or more than 20 persons | | x | |
| Hospitals | (see below) | | x | |
| Hospitals, which contain | Operating, delivery and emergency rooms | x | | |
| Hotels | 2 floors or more, or more than 20 persons | | x | |

| *Building Classification* | *Limitations* | *System* *I* | *II* | *III* |
|---|---|---|---|---|
| Infirmaries, Nursing Homes, Convalescent Homes, etc. | 2 floors or more, or more than 20 persons | | x | |
| Jails | 2 floors or more, or more than 20 persons | | x | |
| Libraries | Same as Business Unit Requirements | | | |
| Motels | 2 floors or more, or more than 20 persons | | x | |
| Police Stations | 2 floors or more, or more than 20 persons | | | x |
| Rooming Houses | 2 floors or more, or more than 20 persons | | | x |
| Schools | more than 100 students | | x | |
| Schools | less than 100 students | | | x |
| School Halls | Without fixed seats | | x | |
| School Halls*** | With fixed seats | x | | |
| Theaters | | x | | |

*Assembly Halls shall include but not be limited to such locations as: assembly halls, banquet halls, dance halls, gymnasiums (except as covered for schools), lodge halls, parish halls (except as covered for schools), club houses, swimming pools, and the like.

**Business Units shall include but shall not be limited to such locations as airport terminals, billiard parlors, bowling alleys, banks, barber shops, beauty parlors, bookstores, office buildings, retail stores, warehouses, vaults, frozen food lockers, factories, loft buildings, garages, motor freight docks, stores, restaurants (except as provided for assembly halls), laboratories, lumber yards, bakeries, meat packing or processing plants, medical centers, skating rinks, pet shops, broadcasting studios, automobile agencies and the like.

***Any building or space in which fixed seating is provided for the purpose of accommodating the public or the occupants of the building during any performance or meeting shall be provided with a System I Emergency System and shall be provided with aisle lights.

It is impossible to list each specific type of occupancy or use and therefore some of the classifications are general. If there is any doubt concerning a particular building or use, consult the Bureau of Electrical Inspection prior to the start of the installation.

88-700.3. Description. In general, every portion of a building devoted to the use or accomodation of the public, including all assembly rooms, all means of egress leading to the streets, open courts, corridors, stairways, exits, emergency exit stairways, or any other part of the building used by the public, shall be well and thoroughly lighted by the general lighting system. In addition thereto there shall be a sufficient number of emergency lights supplementing the general lighting to enable the occupants to evacuate the building without difficulty upon failure of the general lighting system. The required emergency lights and exit lights shall be energized whenever the building is occupied.

(a) Expositions, School Halls and Theaters. In the auditorium of a theater or exposition building there shall be a sufficient number of emergency lights properly distributed to provide one foot candle of illumination at all points on the floor area. In all parts of the building used by the public, alternate emergency light outlets shall be supplied through separately fused circuits. There shall be placed in the aisles of the auditorium and on any steps or stairs within the aisles, additional lights of an approved type on the emergency lighting system. Where the aisles are smooth running ramps, lights shall be placed not further apart than every third row of seats. In aisles in which there are steps, the aisle lights shall be placed at every row of seats. Aisle light outlets on the opposite sides of an aisle shall be supplied through separately fused circuits.

(1) In addition to the foregoing the following listed lights shall be also supplied from a third source of electrical energy, which may be either batteries or an on-site generator.

(a) Normally On. White lights in the passageways, lobbies, foyers, public toilets and stairwells sufficient in number and so distributed so as to afford egress from the building in the event of failure of the normal and auxilliary source of supply, one 25 watt lamp in the projection booth, one 25 watt lamp at the lighting service equipment, one 25 watt lamp at the stage lighting control board and one 100 watt lamp in the room that contains the emergency generator or the batteries.

(b) Normally Off. One 100 watt white light under each balcony, and one 100 watt white light for each 2500 sq. ft. or fraction thereof of the floor area of the auditorium or exposition hall.

(b) Hospitals. In addition to the general lighting emergency lighting shall be provided in all corridors, stairways and passageways. (System II)

(1) In addition to the general lighting in all operating, receiving emergency treatment and delivery rooms, permanently connected emergency lights and the ungrounded electrical system shall be supplied from the third source of electrical energy. These emergency lights shall be adequate to illuminate these rooms for their normal use. They shall be supplemental to the general illumination in these rooms, and shall be completely separate wiring systems. Switches may be installed for each individual room so that the lights may be turned off, when the room is not being used.

(c) Intensity of Emergency Illumination. In general the required emergency lights shall provide not less than 1 foot candle of illumination on all points in all required areas.

88-700.4. System I. This system shall consist of three sources of supply of electrical energy, as follows: (1) the normal source of current supply, (2) an auxilliary source of current supply, and (3) a final reserve source of current supply from batteries or an on-site generator. The sequence of current supply to the emergency lights shall be (1) the normal current supply, (2) the auxiliary supply upon failure of the normal current supply, and (3) the final reserve current supply from the batteries or generator upon failure of both the normal and the auxiliary sources of current supply.

(a) Definitions. The normal source of current supply shall be considered as that supply which furnishes electrical energy for general lighting purposes. The auxilliary source of current supply shall be another independent source of current supply, either from the Utility supplying the electricity or from an on-site generator. The final reserve source of current supply shall be an approved battery source or an on-site generator. If a generator is used as the auxilliary source of supply, a second, completely independent, generator shall be provided as the final reserve source of supply.

(b) Transfer Switches Required. An approved self-restoring automatic transfer switch shall be provided to connect the exit sign and emergency lighting system to the auxilliary source of current supply upon failure of the normal current supply. A second approved self-restoring automatic transfer switch shall be provided to connect the System I emergency load to the final reserve source of current supply upon the failure of the normal and the auxilliary sources of current supply. These transfer switches shall be equipped with indicating lights and audible alarms which will indicate that the transfer switch is in other than the normal operating position. A silencing switch may be installed in the alarm circuit, provided an "Alarm Silenced" indicating light is installed.

(c) Approved Auxiliary Sources. The auxiliary source of current supply required in this section shall be considered as meeting the requirements as a dependable standby under any one of the following conditions:

(1) When the normal current supply is an isolated plant, the auxiliary source shall be from an approved overhead or underground service from the Utility Company.

(2) When the normal source of current supply is an overhead service from the Utility Company, the auxiliary source of current supply may be from the same source of current supply as the normal source of current supply, but from a different pole and by separate drop, service conduit and equipment, as widely separated from the normal service as physical conditions permit.

(3) When the normal lighting and power supply is alternating current from separate transformers, the auxiliary source of current supply may be from an approved transformer or transformers within the building and supplied from the power service. The current supply to the transfer switch shall be taken from the first distribution point on the load side of the light and power service switches.

(4) When the source of current supply is common to both light and power and is an underground, 3 phase, network system, and is fed from two or more generating or sub-stations, the auxiliary source of current supply may be taken from the line side of the service switch. No transfer switch will be required.

(5) Where the source of current supply is common to both light and power, and is what is known as a "spot network", (2 separate primaries, 2 Utility Company transformers, and all the switch gear necessary to accomplish automatic switching) the auxiliary source of current supply may be taken from the line side of the service switch. No transfer switch will be required.

(6) Where the source of current supply is common to both light and power and consists of a single Utility Company primary supplying one or more transformers located on a pole structure or on a pad outside of the building being served, the auxiliary source of current supply shall be taken from the secondary side of the transformer or transformers through a separate set of service entrance conductors, a separate service conduit, service switch and ground. A transfer switch shall be utilized.

(a) Where the transformers referred to in this sub-section are located in a vault inside of the building being served and the secondary leads are as short as is possible, the auxiliary source of current supply may be taken from the line side of the service switch. No transfer switch will be required.

(7) Where the normal source of current supply is any approved Utility Company Service, the auxiliary source of current supply may be an approved on-site generator.

(d) Approved Final Reserve Sources of Current Supply. In all cases the final reserve source of current supply shall be from an approved on-site generator or an approved battery system.

88-700.5. System II. This system shall consist of two sources of current supply as follows: (1) the normal source of current supply, and (2) the auxiliary source of current supply. The sequence of electrical service to the emergency lights and exit signs shall be (1) the normal source of current supply, and (2) the auxiliary source of current supply upon failure of the normal source of current supply.

(a) Definitions. The normal source of current supply shall be considered as that supply which furnishes electrical energy for general lightning purposes. The auxiliary source of current supply shall be another independent source of current supply. It may be derived from the Utility Company supplying electricity, an on-site generator or an approved battery system.

(b) Transfer Switches Required. An approved self-restoring automatic transfer switch shall be provided to connect the exit sign and emergency lighting system to the auxiliary source of current supply upon failure of the normal source of current supply. Transfer switches shall be equipped with indicating lights and audible alarms which will indicate that the transfer switch is in other than the normal operating position. A silencing switch may be installed in the alarm circuit. (See 88-700.4(b).

(c) Approved Auxiliary Sources. An auxiliary source of current supply as is described in 88-700.4(c) is required for System II Emergency Systems.

88-700.6. System III. This System shall consist of two sources of current supply. The normal source of current supply to the structure shall provide electrical service for the general illumination. The second source of current supply shall provide electrical service for the exit signs and the emergency lighting.

(a) Definitions. The normal source of current supply shall be that service, from whatever source, which normally supplies electrical energy to the general illumination of the building. The auxiliary source of current supply shall be any approved source of electrical energy, which shall supply only the exit and emergency lights.

(b) Transfer Switches. Transfer switches will not be required. Under specific sets of circumstances and at the discretion of the System designer, transfer switches may be incorporated in a System which conforms to the intent and standard of this Section of the Code.

(c) Approved Sources of Current Supply.

(1) Where electrical energy is available from two separate underground sources, one shall be utilized to supply the general illumination of the building and the second shall be utilized to supply the exit and emergency lights.

(2) Where electrical energy is available from only one underground source, a separate overhead source shall be utilized to supply the exit and emergency lights.

(3) Where electrical energy is available from only one underground source and no overhead source is available, the exit and emergency lights shall be supplied from a tap made ahead of the service switch on the available underground source, an approved battery system or an on-site generator.

(4) Where electrical energy is available from an overhead source, the exit and emergency lights shall be supplied from a tap made on the service drop conductors ahead of the connection of the normal service entrance conductors, an approved battery system or an on-site generator.

88-700.7. Installation and Control of Systems. Except for buildings which are open for use 24-hours a day and every day, exit sign and emergency lights shall be controlled by a manually operable non-locking type switch or switches located in the main lobby or lobbies, entrances or entrance stairways, and from those points only. Where there is more than one main lobby, entrance or entrance stairway switches may be installed in each location which shall turn all exit and emergency lights "on". There shall be one location where such lights may be turned "off". All switches referred to in this section may be of the momentary contact type.

The only switches permitted in the exit or emergency systems shall be the service switches, the required transfer switches or the switches referred to in this section of the code.

(a) Separate Wiring Systems. Exit sign, emergency and battery emergency lighting shall be completely separate and independent wiring systems from all other electrical systems and from each other and from the source of current supply to the last light on the systems. Branch circuit conductors of emergency systems and exit light systems in Systems II and III may occupy the same raceway. No apparatus or lights shall be connected to or supplied from any emergency or exit light system. No switches shall be permitted in the sockets or fixtures used on these systems. No switches or circuit breakers shall be permitted in any distribution cabinet which feeds exit or emergency systems.

(1) Branch circuits on exit or emergency lighting systems shall be limited to not more than 20 sockets and shall be fused with 15 ampere fuses.

(2) Branch circuit overcurrent protective devices (fuses) shall be accessible to qualified and authorized persons only.

88-700.8. Approved Batteries and Battery Systems. Batteries and battery systems shall conform to the provisions of this section of the code.

(a) Dry Cell Batteries. Dry cell batteries shall not be utilized on any emergency lighting system.

(b) Battery Systems. Battery systems, regardless of voltage, which are made up of more than one battery in series or parallel shall be the subject of special permission and special investigation. Without limiting unduly the designer the Bureau takes cognizance of the many types of systems which are available and indicates that such systems may be utilized as the final reserve source of current supply in System I, as the auxiliary source in System II and as the second source in System III. Before proceeding with the design of any such system contact the Bureau of Electrical Inspection. The criteria which will be used as a basis of judgment by the Bureau will include: the type of occupancy, the qualifications of the maintenance personnel, the location of the batteries, the accessory equipment in the system, the dependability of the design, the types batteries being used, etc..

(c) Unit Batteries. Approved Unit Batteries may be utilized as the required emergency lights in System III in any occupancy and as the required emergency lights in existing buildings where System II is required. Where no emergency system is installed and where Unit Batteries supply the required emergency illumination, approved phosphorescent Exit Signs shall be installed and shall be connected to unswitched fused circuits.

(1) Description. All Unit Batteries shall be UL listed as Emergency lighting equipment. They shall consist of either a lead-acid or nickel cadmium battery and all necessary accessories encased in a common compartmentalized enclosure. The battery shall be in a separate compartment from all other electrical equipment. Charging equipment shall be located in a separate compartment and shall include a normal trickle charge so designed as to maintain a complete charge on the battery at all times; a fast charging rate, manually actuated, and an indicating light to indicate when the fast charge is in operation; a test switch for checking the operating condition of the unit; a pilot light which will indicate current supply from the normal source; and a relay which shall close upon failure of the normal source and actuate the lights supplied by the battery. No more than three lamps shall be supplied from one battery unit.

(2) Rating. Each battery unit shall have a capacity to supply its rated voltage for a two hour period regardless of the number of lights it supplies.

(3) Wiring Method. All battery units shall be supplied by a separate permanently wired 2-wire single phase 120 volt unswitched fused circuit. Remote heads shall be wired in accordance with 87-346 or 87-348. No head shall be more than 15′ from the battery unit. The circuit shall originate in a lighting panel which serves the area to be illuminated by the battery unit.

(4) Location. Lights shall be so located as to provide the illumination required in Section 88-700.3, except that they need not be on except upon failure of the normal lighting service. In general, one light shall be provided for each 2300 square feet of floor area. Where there are physical obstructions rendering it impossible to illuminate all areas leading to points of egress, additional lights shall be installed.

(5) Each lamp shall have a lumen output not less than that provided by a sealed beam 25 watt lamp.

(6) Maintenance. Unit Batteries shall be maintained by competent maintenance personnel. The date of original installation and of subsequent battery replacements shall be posted on a conspicuous place on the battery container. There shall be a water level indicator where applicable and the water shall be checked monthly. A log of these inspections shall be maintained. The manufacturer shall supply with each unit a complete set of instructions for the operation and maintenance of the equipment. A copy of these instructions shall be filed with the Bureau of Electrical Inspection at the time of installation.

88-700.9. Generators. Generators are recognized as an approved source of electrical energy in each of the three emergency systems. The minimum standards for the design, installation and maintenance of on-site generators used as a source of electrical energy in any emergency system are contained in this section of the Code.

(a) Plans Required. Complete and detailed plans and specifications of all emergency generators shall be submitted to and approved by the Bureau of Electrical Inspection before any work is started. The plans shall include the following:

(1) A single-line drawing of the complete emergency and/or critical system. This drawing shall include all components of the system or systems including, utility sources, generator or generators where there is more than one, transfer switches, and distribution.

(2) A complete schematic drawing of the generator(s) and control panel(s) with a circuit description and sequence of operation.

(3) Transfer switch specifications.

(4) Battery charging equipment and specifications.

(5) Complete and detailed plans and specifications of all auxiliary or accessory equipment to be installed or utilized.

(6) A floor plan of the engine generator room which will show to scale the location of all equipment and the working space provided.

(7) Specific provisions for air supply and exhaust.

(b) Installation. Generators shall be installed in separate fire-resistant rooms. The generator control panel, starting battery, battery charging equipment, generator auxiliary or accessory equipment and the generator service disconnect shall be installed in the same room. The clear unobstructed work space required in other sections of this code shall be provided around the generator and all related equipment. The room shall be in a clean, dry location. If it is below grade and may be subject to flooding or excessive moisture, a sump pump shall be installed. If installed in a hospital, the sump pump shall be considered as part of the critical load and shall be supplied from the emergency system.

(c) Generator Capacity and Operation. The full connected load of any generator may not exceed 80% of the KVA rating of the generator.

(1) The generator shall be capable of automatically starting, coming up to speed and picking up the required load within ten seconds of a failure of the normal source of electrical energy or within that period of time under the conditions described herein.

(2) The voltage regulation of the generator output shall be such as to limit variations to less than 5% of normal at all times.

(3) Any interruption or voltage drop below 70% of normal in the line for which the generator is an emergency source which exceeds one second duration shall cause the generator to start. Once started the generator shall run for no less than 15 minutes. If the interruption or dip in voltage is instantaneous and normal service is restored before the generator picks up the load, the generator may be shut down at the end of the 15 minute period.

(4) In hospitals, a minimum of 3 KW shall be provided in generating capacity for each operating, delivery and emergency room.

(5) Generators may feed other than required emergency loads provided: (a) the code required emergency loads and the additional loads are separated as is provided for in this section; and (b) an audible alarm and an ammeter are installed which will indicate a generator load in excess of 80% of the full load rating of the generator.

(6) Within the limits specifically set down in the Building and Fire Prevention Codes a four hour supply of fuel shall be available for the generator at all times.

(d) Control. Control panels and wiring shall conform with all applicable provisions of the code. Control panel wiring not essential to the proper running of the generator, which under fault conditions could shut the generator down, shall be separately fused and a "control circuit-power available" indicating light shall be installed on the load side of that fuse.

(1) Selector Switches. Selector switches which determine the condition of starting or operation of the generator shall be of the "key operated" type. The key shall be captive in all but the automatic start position. A flashing pilot light shall indicate when the switch is in other than the "automatic Start" position.

(2) Safety Devices. Devices which would indicate an abnormal or dangerous running condition such as "low water, low oil pressure, one time overcrank, etc." shall not shut the generator down. Such devices shall be equipped with flashing pilot lights and audible alarms. Audible alarms may have a "silencing switch". However if such a switch is provided and additional flashing light shall be provided which will indicate that the silencing switch is in the "off" position.

(3) Gauges and Meters. The following gauges and meters are required and shall be installed in the generator control panel: voltmeter, ammeter, frequency meter, running time meter, oil pressure gauge, low water gauge (where applicable), fuel supply gauge or pressure gauge, (where applicable) and water temperature gauge. Other meters or gauges may be utilized and if they are they shall be installed in the control panel. All gauges and meters shall be permanently and clearly identified. They shall indicate "normal operating range", and clearly indicate unsafe operating range.

(e) Battery and Charging Equipment. The prime mover of any generator shall be battery started. The battery or batteries provided shall be of such size and capacity as to reliably start the prime mover at all times. A battery charger shall be provided. A separate branch circuit shall supply the battery charger. If possible the branch circuit shall be protected by a plug fuse. If only circuit breakers are available, the breaker protecting the battery charger branch circuit shall be equipped with a cover, which will prevent accidental operation of the circuit breaker. There shall be no unit switch on the battery charger. The branch circuit feeding the charger shall be permanently and clearly identified at the distribution panel. The battery charger shall be of a type and so installed and connected as to maintain the batteries at full charge at all times. (See 87-480)

(f) Wiring Methods. Only wiring methods specifically permitted by this code shall be utilized in the connection of generators. Conductors and conduit or other approved raceways shall be sized in accordance with the applicable provisions of the code.

(g) Disconnect Required. Fused switches (or a fused switch) shall be installed as the disconnecting means for the output of the generator. They shall be sized and rated as is required for service disconnects in Section 87-230. All switches related to the generator or the emergency system shall be permanently and clearly identified as follows: "EMERGENCY SYSTEM. IMPORTANT—DO NOT LEAVE IN THE "OFF" POSITION."

(h) As is required for all emergency systems, the generators and their attendant wiring and equipment shall be completely independent of all other wiring systems in the building. All such wiring and equipment shall be prominently and permanently identified as part of the "Emergency System". All distribution cabinets, switchboards panelboards and the like shall clearly and permanently indicate the loads being served. A one line diagram of the entire emergency system shall be mounted in the generator emergency switch enclosure or the transfer switch enclosure and in a prominent location in the generator room or in the electrical room in which the emergency distribution equipment is located.

(i) Required Tests. Each generator installation shall be tested regularly under load conditions and a log shall be maintained of these tests. These tests shall be made by the man appointed as supervisor of the set on a weekly basis and he shall be held responsible by the Bureau of Electrical Inspection for the proper maintenance of the generator log. Each test shall continue for at least thirty minutes. The log shall contain the information contained and required on the sample log sheet prepared by the Bureau of Electrical Inspection.

(j) Supervision. At the time of installation of the generator, the owner or the manager of the building in which the generator is to be installed shall appoint a man who will be responsible for the proper operation and maintenance of the generator. He shall be known as the supervisor of the generator set. He shall be competent to perform the normal operational and maintenance functions required. The name and qualifications of this person shall be submitted to the Bureau of Electrical Inspection at the time of the installation of the generator. Upon approval by the Bureau a designation of acceptance will be sent to the Supervisor. This form shall be posted in a prominent location in close proximity to the generator. If for any reason a generator supervisor shall leave the employ of a firm, business or institution the owner or manager shall appoint a replacement and the replacement shall be approved in the same manner by the Bureau of Electrical Inspection.

(k) Two or More Generators. Installations of emergency systems which contain two or more generators shall be the subject of special review.

88-700.15. Identification. All electrical devices, panelboards, switchboards, service switches, transfer switches, indicating lights and the like which are part of any emergency system shall be permanently and prominently identified as such. Unless otherwise specified by this code they shall be completely independent of any other wiring system.

88-700.16. Special Provisions for Special Circumstances. The provisions of Section 88-700 through Section 88-700.15 are intended to provide a reasonably reliable alternate source of electrical energy upon the failure of the normal source of current supply. It is impossible to list all of the various means of accomplishing the desired results. Therefore, the foregoing sub-sections of this section are intended to set a minimum standard for such installations. They are not intended to limit or stifle the engineering ingenuity of engineers or contractors in laying out such installations. The Bureau of Electrical Inspection by Special Permission under the usual conditions is empowered to accept substitute emergency systems in lieu of the specifically required systems, when it can be demonstrated that the substitute system will provide the required degree of reliability and conforms with the intent of this section of the code. The Chief Electrical Inspector shall determine in all cases whether a substitute system does actually provide the degree of reliability and does conform with the intent of the provisions of this section of the code."

SECTION 197. That Section 88-710.17 of the Municipal Code of Chicago is amended so as to read as follows:

"88-710.17. Shielding of Insulated Conductors. Where solid dielectric-insulated conductors for permanent installations operate at voltages higher than those indicated in the following Table and under the conditions stipulated, they shall be of an approved type having shielding for the purpose of confining their dielectric field.

TABLE 88-710.17

**Shielding of Solid Dielectric Insulated Conductors**

| Method of Installation | Voltage in Kv (L-L) Above which Shielding is Required | | | |
|---|---|---|---|---|
| | Neutral Grounded | | Neutral Ungrounded | |
| | Fibrous Covered | Ozone-Resistant Jacket Covering | Fibrous Covered | Ozone-Resistant Jacket Covering |
| In metallic conduit or trough above grade located indoors and in dry locations | | | | |
| Single conductor .... | 2 | 5* | 2 | 3 |
| Multi-conductor .... | 2 | 5 | 2 | 5 |
| Underground ducts and conduits and other wet locations | | | | |
| Single conductor .... | 2 | 3** | 2 | 3 |
| Multi-conductor .... | 2 | 5 | 2 | 5 |
| On insulators— | | | | |
| Only multi-conductor | Not required under 5 Kv. | | 3 | 5 |
| Directly in soil— | | | | |
| Single conductor .... | — | 3 | — | 3 |
| Multi-conductor .... | — | 5 | — | 5 |

* It is presumed that installation conditions will be such as to maintain a high level of jacket surface resistivity and so minimize the possibility of destructive discharge. Pulling dry or the use of insulating type pulling lubricants will help attain these conditions. Where surface contamination cannot be prevented and high surface resistivity cannot be maintained, metallic shielding shall be used at over 3 kv.

NOTE: Sheathed single or 3 conductor cables require no shielding for voltages 5 kv and less. In the case of portable equipment cables it is good practice to specify shielding for all voltages above 2 kv.

** For three single conductor cables, cabled together without overall outer covering, the value is 5 kv.

SECTION 198. That the Municipal Code of Chicago is amended by adding thereto a new subsection as follows:

"88-725.7. Residential Occupancies. Low voltage wiring for control, signaling or communication systems shall comply with the wiring requirements of Section 88-560.1(a)."

SECTION 199. That Section 88-725.14 of the Municipal Code of Chicago is amended to read as follows:

"88-725.14. Conductor Insulation. All conductors shall have an insulation of a recognized and approved type for the voltage and the use."

SECTION 200. That Section 88-725.17 of the Municipal Code of Chicago is amended to read as follows:

"88-725.17. Mechanical Protection of Low Voltage Conductors. Where damage to a low voltage circuit would constitute a hazard as covered in 88-725.5 or where such conductors are subject to severe (destruction) mechanical damage, or where damage to the conductors would result in the interruption of a necessary function, all conductors of such low voltage circuits shall be installed in conduit, electrical metallic tubing or be otherwise suitably protected from such mechanical injury."

SECTION 201. That Section 88-725.45(m)(1) of the Municipal Code of Chicago is amended so as to read as follows:

"(1) Where System II Emergency System is available, it shall be connected directly to the load terminals of the transfer switch.

Where System I Emergency System is available and where a generator is the final reserve source of current supply, it shall be connected to the load terminals of the last transfer switch. Where an on-site generator is present and is used as the last source of current supply the supply to the fire alarm system shall be connected to the last transfer switch in the system, so that the supply to the fire alarm system will be present as long as there is a compatible supply of electrical current in the building."

SECTION 202. That Section 88-725.45(q) of the Municipal Code of Chicago is amended by deleting therefrom the last sentence.

SECTION 203. That Section 88-730.7 of the Municipal Code of Chicago is amended so as to read as follows:

"88-730.7. Temporary Wiring.

All temporary wiring shall be installed in a safe and workmanlike manner. Individual circumstances will dictate the degree of hazard and will therefore determine the wiring method to be employed.

(a) Construction Shanty or Trailer.

1. Service. The service conductors shall be encased in rigid metal conduit, EMT or in the form of an approved Service Entrance Cable. The service disconnect shall comply with the provisions of Section 87-230.51. The service and service equipment shall be effectively grounded by utilizing one of the means approved for service grounding outlined in Section 87-250.

The grounding conductor from the service enclosure to the grounding electrode or water pipe shall be encased in an approved raceway.

2. Wiring Method. All wiring in or on a shanty or a trailer shall be encased in rigid metal conduit or EMT. No open wire is permitted. All receptacles shall be of the groundable type. All portable equipment shall be properly connected to receptacles. Permanent or fixed equipment shall be wired directly. No cords shall be used. Pigtails and similar devices shall not be connected to the service switch, distribution cabinets or any other part of the wiring system.

(b) Construction Site. Every precaution shall be taken to make any necessary open wiring inaccessible to the public. Lighting on barricades or fences or sidewalk coverings shall be installed in EMT or rigid metal conduit.

(c) Building.

(1) Service. Service conductors for services rated 200 amperes or less may be in an approved SEC, EMT or rigid metal conduit. Services rated more than 200 amperes shall be in rigid metal conduit. The service disconnecting means shall comply with the provisions of Section 87-230.51. The service shall be grounded by utilizing one of the approved methods outlined in Section 87-250. It shall be located in an accessible location such that the service conductors inside of the building shall be as short as is practicable.

(2) Feeders. Feeders shall originate in an approved distribution center. They shall be protected according to the provisions of Section 87-240 and Table I of Section 88-10. When located not subject to mechanical injury, they may be as open conductors on insulators no more than 10 ft. apart.

(3) Branch Circuits. All branch circuits shall originate in an approved enclosure. All conductors shall be protected at their rated ampacity. When run as open conductors they shall be fastened to the ceiling every ten feet. No conductor is to be laid on the floor, or below door height. Each branch circuit which supplies receptacles or fixed equipment shall contain a separate grounding conductor (green) when run as open wire.

(4) Receptacles. All receptacles shall be of the twist lock grounding type. Unless installed in a complete metallic raceway system, all branch circuits shall contain a grounding conductor (green) and all receptacles shall be electrically connected to the grounding conductor. A sufficient number of receptacles shall be installed adjacent to each distribution panel so as to adequately serve the needs of all trades on the job.

(5) General. All temporary wiring shall be maintained in a workmanlike manner throughout the entire construction period. The prime electrical contractor on the site shall be held responsible for all temporary electrical work on the site or the building unless such temporary work has been installed under a permit issued to another contractor, who is still on the site.

(d) Excavation and Foundation. It is often necessary to provide electrical service on a construction site during the excavation period. All such electrical equipment shall be installed in such a manner as to be inaccessible or it shall be encased in an approved raceway. All electrical equipment installed where it is exposed to the elements shall be weatherproof."

SECTION 204. That Section 88-730.9 of the Municipal Code of Chicago is amended by inserting the following between the heading of this section and subsection "a" thereof:

"This section covers two broad categories of outside lighting: (1) the type normally used on Used Car Lots and similar outdoor businesses (subsections "a" through "j"); (2) the type normally used on Parking Lots and similar locations (subsections "k" through "o")."

and is further amended by adding thereto the following:

"k. Poles for parking lot type lighting may be standard 6″ top cedar poles or metal. If cedar poles are used, they shall be roofed by shaping so as to prevent the entrance of moisture. Metal poles shall be suitably protected against corrosion. Metal poles shall be approved for mass and the weight of the lighting units which will be mounted upon them. They shall have the structural strength to withstand a 75 MPH wind.

l. Except in hazardous locations all metal poles shall be provided with a hand-hole close to the base of the pole through which the connections to the branch circuit may be made.

m. Where the branch circuit conductors feeding a pole are run underground, the following shall apply:

1. Cedar Pole. Rigid metal conduit up the pole to within 18″ of the lighting fixture. An approved fitting to transpose from the rigid metal conduit to flexible metal conduit or approved flexible cord (where permitted). Where cord is used it shall contain a separate grounding conductor which shall be continuous back to the distribution cabinet.

2. Metal Pole. Rigid metal conduit stubbed through the pole foundation and fitted with a grounding type bushing. The pole shall be bonded to the rigid metal conduit with a minimum #8 AWG. If direct burial conductors, non-metallic raceway or direct burial cable is used, a separate grounding conductor shall be provided back to the distribution cabinet. Where rigid metal conduit is used, all segments of the raceway system shall be bonded together and may be used as the ground.

n. Fuses. An approved fuseholder may be installed in the base of a metal pole, provided it will be accessible only to qualified personnel and further provided that there will be no exposed live parts.

o. Voltage. As is provided in Section 87-210.13, except that voltages in excess of 250 volts to ground or 300 volts between conductors may be utilized when all of the following conditions are complied with:

1. The lights re-installed not less than 22′ above the ground on poles.

2. Each pole, if of metal construction, is grounded by one of the approved methods of grounding.

3. Disconnects shall be provided within sight of the lights they control. They shall be located out of doors, preferably on one of the poles. More than one disconnect may be utilized if the installation warrants. If snap-switches or push-button type switches are utilized, the voltage across these switches shall be reduced to an acceptable level.

4. Branch circuits shall be limited to not more than 50 ampere rating.

5. The electrical system shall be under the supervision of a registered electrical supervisor.

6. A complete, detailed drawing shall be approved by the Bureau of Electrical Inspection before any work has begun."

SECTION 205. That the Municipal Code of Chicago is amended by adding thereto a new Section as follows:

"88-750. Temporary Wiring for Exhibits.

General. The provisions of this Section shall apply to all temporary use of electrical current for the purpose of illuminating, animating, activating or displaying in connection with temporary expositions, exhibits, shows, conventions, meetings or assemblies. Temporary shall be deemed to indicate a use not to exceed 7 calendar days. The use of this type of wiring is limited to locations which are classified by the building department as suitable for the intended occupancy and use, and are equipped with the required type of emergency lighting system.

(a) Service. The service to the building or space to be utilized for the exhibits shall be in conformance with the provisions of 87-230 of this code.

(b) Feeders. All feeders in excess of 100 ampere capacity shall be installed in a permanent manner in conformance with all applicable provisions of this code. Feeders of lesser capacity may be installed in conformance with the applicable provisions of this Section.

(c) Branch Circuits. Branch Circuits as defined in Section 87-210 of this code may be run as described in this section.

(d) Flexible Cord or Cable. Where permitted such cords and cables shall be approved for extra hard usage. No individual conductors shall be permitted to be installed unless installed in an approved raceway.

(e) Splices. All splices, either in cords, cables or single conductors shall be made in approved enclosures.

(f) Overcurrent Protection. No conductor shall be fused or protected at a rating greater than its ampacity.

(g) All cord or cable terminations shall be made in an approved manner. Each cord or cable entering or leaving an enclosure shall be equipped with an approved fitting, which will properly secure the cord or cable to the enclosure. All cord caps shall be of the twist-lock type.

(h) All branch circuits shall be protected by type 'S' fuses. All fuses shall be installed in approved enclosures or cabinets.

(i) Flexible cords shall be limited in length to 10 feet.

(j) Each individual display booth shall have its own supply and its own overcurrent protection.

(k) No enclosure containing more than one overcurrent device shall be laid on the floor. Such enclosures shall be mounted upon a permanently installed wall or column.

SECTION 206. That Section 88-9 of the Municipal Code of Chicago is amended so as to read as follows:

"88-9. Standards and Specifications.

88-9.1. General. It shall be unlawful for any individual, company, or corporation to sell, offer for sale, give away gratis, install, alter, repair or use any electrical equipment or appliance intended for installation or use in Chicago which is not approved by the Bureau of Electrical Inspection. See "Approved", Section 87-100.

(a) Standard Testing Laboratories. The Bureau of Electrical Inspection shall be the sole judge as to acceptability of any laboratory under the provisions of 87-100.

Such organizations shall be engaged in the business of testing and no other business. Records and results of their tests shall be made readily available to the Bureau of Electrical Inspection.

(b) Self Certification. Self certification by any manufacturer is not acceptable.

(c) The wiring methods employed in the construction or assembly of any piece of equipment and/or appliance shall conform to the standards set forth in this code.

88-91106. Supports. All devices used to support electrical equipment and/or appliances shall be approved by the Bureau of Electrical Inspection.

88-921023. Receptacles. All receptacles shall be of the grounding type. No receptacle shall be installed which is rated less than 15 amperes unless it is installed for a specific load and is fused at the rating of the load to be served.

(a) Lampholders. Pendant type lampholders shall be of the insulated types. No pendant type lampholder shall have a metallic outer shell.

88-92401. Cartridge Fuses and Fuseholders.

Cartridge fuses and fuseholders of all ratings, classes, types and voltages shall conform to nationally accepted standard dimensions and shall be specifically approved.

Fuseholders shall be so designed that it will be difficult to install a fuse of any given class in a fuseholder which is designed and rated for a current lower or a voltage higher than that of the class to which it belongs. Fuse adapters which are intended to permit the use of a physically smaller fuse in a fuseholder intended for a larger fuse may be used only if the adapter has been given a rating equal to that of the fuse clips.

88-92402. Fuse Marking. Fuses shall be plainly marked with the ampere rating, voltage rating, interrupting rating when greater than 10,000 amperes, current limitation where it applies and the name or trademark of the maker. The marking shall be either by direct printing on the fuse ferrule or by means of an attached label.

88-93101. Conductors, General. Insulated conductors shall conform to the following:

(a) Marking. Wires, cables and cords of all types except those types upon which it is impossible to imprint shall have a continuous marking which will provide the following information:

(1) A name, trademark or symbol by which the manufacturer may be readily identified.

(2) The maximum voltage for which the wire cable or cord was tested and approved.

(3) The words, "National Electric Code Standard" or the abbreviation NEC Strd.

(4) The proper Type letters for the particular style of wire cable or cord as are given in the following sub-sections and tables.

(b) Classification. In addition to the Type letters specified in the following Tables, the following designations shall apply:

(1) A Type letter or letters alone shall indicate a single insulated conductor.

(2) The letter "D" used as a suffix shall indicate a twin wire with two insulated conductors laid parallel under an outer non-metallic covering.

(3) The letter "M" used as a suffix shall indicate an assembly of two or more insulated conductors twisted together under an outer non-metallic covering.

(4) The letter "L" used as a suffix shall indicate an outer covering of lead.

(5) Type letters, when used alone, shall indicate conductors rated for use at not more than 600 volts. Conductors rated for use at higher voltage shall be identified by adding numerical suffixes to the Type letters as follows:

10—for use at not more than 1,000 volts
20—for use at not more than 2,000 volts
30—for use at not more than 3,000 volts
40—for use at not more than 4,000 volts
50—for use at not more than 5,000 volts

For higher voltages the rating shall be expressed in KV as; 5KV, 15KV etc.

The voltages referred to in this section and the Tables are the operating voltages between phases or conductors.

(6) Label. All conductors, cables or cords shall be examined and tested at the factory and, if approved, shall be labeled before shipment.

EXCEPTIONS: Where it is impossible to imprint the required information on the exterior of a cord, conductor or cable the required information shall be supplied and shall be available on the installation site in one of the following forms:

Single conductors with an outer covering which cannot be marked shall be tagged at intervals with the required information or shall be shipped on reels which are marked with the required information.

Multi-conductor cables with an outer covering which cannot be marked shall have the individual conductors marked, if they can be, or shall be shipped on reels which are marked with the required information.

Cords which have an outer covering which cannot be marked shall be tagged at intervals or shall be shipped on reels which are marked with the required information.

The Bureau of Electrical Inspection will decide which conductors, cords or cables are impossible to imprint.

(c) Identified Conductors. Single insulated conductors of #6 AWG or smaller when used as identified conductors in circuits, shall have an outer identification of white or natural gray color. Multi-conductor cords or cables shall have one conductor identified in an acceptable manner.

The color green shall be used only on a conductor intended for use as a grounding conductor.

For identification requirements for conductors larger than #6, see Section 87-200.5(b).

(d) Insulated Conductors. Insulated conductors shall conform to the provisions of the following Tables:

Table 88-93101. Conductor Insulation

| Trade Name | Type Letter | Insulation | Thickness of Insulation | Outer Covering |
|---|---|---|---|---|
| Heat-Resistant | RH<br>RHH | Heat-Resistant Rubber | **14-12 .......... 2/64 Inch<br>10 .......... 3/64 Inch<br>8-2 .......... 4/64 Inch<br>1-4/0 .......... 5/64 Inch<br>213-500 .......... 6/64 Inch<br>501-1000 .......... 7/64 Inch<br>1001-2000 .......... 8/64 Inch | *Moisture-resistant, flame-retardant, non-metallic covering |
| Moisture and Heat-Resistant | RHW | Moisture and Heat Resistant Rubber | 14-10 .......... 3/64 Inch<br>8-2 .......... 4/64 Inch<br>1-4/0 .......... 5/64 Inch<br>213-500 .......... 6/64 Inch<br>501-1000 .......... 7/64 Inch<br>1001-2000 .......... 8/64 Inch | *Moisture-resistant, flame-retardant, non-metallic covering |
| Heat-Resistant Latex Rubber | RUH | 90% Unmilled, Grainless Rubber | 14-10 .......... 18 Mils<br>8-2 .......... 25 Mils | Moisture-resistant, flame-retardant, non-metallic covering |
| Moisture-Resistant Latex Rubber | RUW | 90% Unmilled, Grainless Rubber | 14-10 .......... 18 Mils<br>8-2 .......... 25 Mils | Moisture-resistant, flame-retardant, non-metallic covering |
| Thermoplastic | T | Flame-Retardant, Thermoplastic Compound | 14-10 .......... 2/64 Inch<br>8 .......... 3/64 Inch<br>6-2 .......... 4/64 Inch<br>1-4/0 .......... 5/64 Inch<br>213-500 .......... 6/64 Inch<br>501-1000 .......... 7/64 Inch<br>1001-2000 .......... 8/64 Inch | None |
| Moisture-Resistant Thermoplastic | TW | Flame-Retardant, Moisture-Resistant Thermoplastic | 14-10 .......... 2/64 Inch<br>8 .......... 3/64 Inch<br>6-2 .......... 4/64 Inch<br>1-4/0 .......... 5/64 Inch<br>213-500 .......... 6/64 Inch<br>501-1000 .......... 7/64 Inch<br>1001-2000 .......... 8/64 Inch | None |

* Outer covering is not required over rubber insulations which have been specifically approved for the purpose.

** For 14-12 sizes RHH shall be 3/64 inch thickness insulation.

For insulated aluminum conductors, the minimum size is No. 12 AWG. See Tables 310-14 and 310-15.

| Trade Name | Type Letter | Insulation | Thickness of Insulation | Outer Covering |
|---|---|---|---|---|
| Heat-Resistant Thermoplastic | THHN | Flame-Retardant Heat Resistant Thermoplastic | 14-12 .......... 15 Mils<br>10 .......... 20 Mils<br>8-6 .......... 30 Mils<br>4-2 .......... 40 Mils<br>1-4/0 .......... 50 Mils<br>250-500 MCM .......... 60 Mils | Nylon Jacket |
| Moisture and Heat-Resistant Thermoplastic | THW | Flame-Retardant, Moisture and Heat-Resistant Thermoplastic | 14-10 .......... 3/64 Inch<br>8-2 .......... 4/64 Inch<br>1-4/0 .......... 5/64 Inch<br>213-500 .......... 6/64 Inch<br>501-1000 .......... 7/64 Inch<br>1001-2000 .......... 8/64 Inch | None |
| Moisture and Heat-Resistant Thermoplastic | THWN | Flame-Retardant, Moisture and Heat-Resistant Thermoplastic | 14-12 .......... 15 Mils<br>10 .......... 20 Mils<br>8-6 .......... 30 Mils<br>4-2 .......... 40 Mils<br>1-4/0 .......... 50 Mils<br>250-500 MCM .......... 60 Mils | Nylon Jacket |
| Moisture and Heat-Resistant Cross-Linked Thermosetting Polyethylene | XHHW | Flame-Retardant Cross-Linked Polyethylene | 14-10 .......... 30 Mils<br>8-2 .......... 45 Mils<br>1-4/0 .......... 55 Mils<br>213-500 .......... 65 Mils<br>501-1000 .......... 80 Mils<br>1001-2000 .......... 95 Mils | None |

| Trade Name | Type Letter | Insulation | Thickness of Insulation | | | Outer Covering |
|---|---|---|---|---|---|---|
| | | | | (A) | (B) | |
| Moisture-, Heat- and Oil-Resistant Thermoplastic | MTW | Flame-Retardant, Moisture-, Heat- and Oil-Resistant Thermoplastic | 22-12 | 2/64 | 15 Mils | (A) None<br>(B) Nylon jacket |
| | | | 10 | 2/64 | 20 Mils | |
| | | | 8 | 3/64 | 30 Mils | |
| | | | 6 | 4/64 | 30 Mils | |
| | | | 4-2 | 4/64 | 40 Mils | |
| | | | 1-4/0 | 5/64 | 50 Mils | |
| | | | 213-500MCM | 6/64 | 60 Mils | |
| | | | 501-1000MCM | 7/64 | 70 Mils | |
| Moisture-, Heat, and Oil-Resistant Thermoplastic | THW-MTW | Flame-Retardant, Moisture-, Heat- and Oil-Resistant Thermoplastic | 14-10 | 3/64 | | None |
| | | | 8-2 | 4/64 | | |
| | | | 1-4/0 | 5/64 | | |
| | | | 213-500 | 6/64 | | |
| | | | 501-1000 | 7/64 | | |
| | | | 1001-2000 | 8/64 | | |
| | | | | Th'pl'. | Asb. | |
| Thermoplastic and Asbestos | TA | Thermoplastic and Asbestos | 14-8 | 20 Mils | 20 Mils | Flame-retardant, non-metallic covering |
| | | | 6-2 | 30 Mils | 25 Mils | |
| | | | 1-4/0 | 40 Mils | 30 Mils | |

For insulated aluminum conductors, the minimum size is No. 12 AWG. See Tables 310-14 and 310-15.

| Trade Name | Type Letter | Insulation, | Thickness of Insulation | | | | | Outer Covering |
|---|---|---|---|---|---|---|---|---|
| Thermoplastic and Fibrous Braid | TBS | Thermoplastic | 14-10 | 2/64 Inch | | | | Flame-retardant, non-metallic covering |
| | | | 8 | 3/64 Inch | | | | |
| | | | 6-2 | 4/64 Inch | | | | |
| | | | 1-4/0 | 5/64 Inch | | | | |
| Synthetic Heat-Resistant | SIS | Heat-Resistant Rubber | 14-10 | 2/64 Inch | | | | None |
| | | | 8 | 3/64 Inch | | | | |
| | | | 6-2 | 4/64 Inch | | | | |
| | | | 1-4/0 | 5/64 Inch | | | | |
| Mineral-Insulated Metal-Sheathed | MI | Magnesium Oxide | 16-4 | 50 Mils | | | | Copper |
| | | | 3-250 MCM | 55 Mils | | | | |
| Silicone-Asbestos | SA | Silicone Rubber | 14-10 | 3/64 Inch | | | | Asbestos or glass |
| | | | 8-2 | 4/64 Inch | | | | |
| | | | 1-4/0 | 5/64 Inch | | | | |
| | | | 213-500 | 6/64 Inch | | | | |
| | | | 501-1000 | 7/64 Inch | | | | |
| | | | 1001-2000 | 8/64 Inch | | | | |
| Fluorinated Ethylene Propylene | FEP | Fluorinated Ethylene Propylene | 14-10 | 20 Mils | | | | None |
| | | | 8-2 | 30 Mils | | | | |
| | FEPB | Fluorinated Ethylene Propylene | 14-8 | 14 Mils | | | | Glass braid |
| | | | 6-2 | 14 Mils | | | | Asbestos braid |
| Varnished Cambric | V | Varnished Cambric | 14-8 | 3/64 Inch | | | | Non-metallic covering or lead-sheath |
| | | | 6-2 | 4/64 Inch | | | | |
| | | | 1-4/0 | 5/64 Inch | | | | |
| | | | 213-500 | 6/64 Inch | | | | |
| | | | 500-1000 | 7/64 Inch | | | | |
| | | | 1001-2000 | 8/64 Inch | | | | |
| Asbestos and Varnished Cambric | AVA and AVL | Impregnated Asbestos and Varnished Cambric | (Dimen. in Mils) | | | | | AVA-asbestos braid or glass<br>AVL-lead sheath |
| | | | | 1st Asb. | VC | AVA 2nd Asb. | AVL 2nd Asb. | |
| | | | 14-8 (solid only) | — | 30 | 20 | 25 | |
| | | | 14-8 | 10 | 30 | 15 | 25 | |
| | | | 6-2 | 15 | 30 | 20 | 25 | |
| | | | 1-4/0 | 20 | 30 | 30 | 30 | |
| | | | 213-500 | 25 | 40 | 40 | 40 | |
| | | | 501-1000 | 30 | 40 | 40 | 40 | |
| | | | 1001-2000 | 30 | 50 | 50 | 50 | |

For insulated aluminum conductors, the minimum size is No. 12 AWG. See Tables 310-14 and 310-15.

88-93301. Mineral Insulated Metal Sheathed Cable. Type MI cable for 600 volts shall conform to the following:

(a) Conductors. The conductors are solid copper and have cross sectional areas corresponding to AWG sizes.

(b) Insulation. The insulation is a highly compressed refractory mineral which provides proper spacing for the conductors.

(c) Outer Sheath. The outer sheath shall be of a continuous copper construction to provide mechanical protection and a moisture seal, and an adequate path for grounding purposes.

| Trade Name | Type Letter | Insulation | Thickness of Insulation | | | | Outer Covering |
|---|---|---|---|---|---|---|---|
| | | | | VC | Asb. | | |
| | | | 18-8 | 30 | 20 | | Flame-retardant, cotton braid (switchboard wiring) |
| | | | 6-2 | 40 | 30 | | |
| | | | 1-4/0 | 40 | 40 | | |
| | | | | Asb. | VC | 2nd Asb. | |
| Asbestos and Varnished Cambric | AVB | Impregnated Asbestos and Varnished Cambric | 14-8 | 10 | 30 | 15 | Flame-retardant, cotton braid |
| | | | 6-2 | 15 | 30 | 20 | |
| | | | 1-4/0 | 20 | 30 | 30 | |
| | | | 213-500 | 25 | 40 | 40 | |
| | | | 501-1000 | 30 | 40 | 40 | |
| | | | 1001-2000 | 30 | 50 | 50 | |
| Asbestos | A | Asbestos | 14 | 30 Mils | | | Without asbestos braid |
| | | | 12-8 | 40 Mils | | | |
| Asbestos | AA | Asbestos | 14 | 30 Mils | | | With asbestos braid or glass |
| | | | 12-8 | 30 Mils | | | |
| | | | 6-2 | 40 Mils | | | |
| | | | 1-4/0 | 60 Mils | | | |
| Asbestos | AI | Impregnated Asbestos | 14 | 30 Mils | | | Without asbestos braid |
| | | | 12-8 | 40 Mils | | | |
| | | | | Sol. | Str. | | |
| Asbestos | AIA | Impregnated Asbestos | 14 | 30 Mils | 30 Mils | | With asbestos braid or glass |
| | | | 12-8 | 30 Mils | 40 Mils | | |
| | | | 6-2 | 40 Mils | 60 Mils | | |
| | | | 1-4/0 | 60 Mils | 75 Mils | | |
| | | | 213-500 | | 90 Mils | | |
| | | | 501-1000 | | 105 Mils | | |
| Paper | | Paper | | | | | Lead sheath |

88-93351. Armored Cables. (AC, ACV, and ACL) Armored cables for 600 volts or less shall conform to the following:

(a) Conductors. The conductors shall comply with the requirements for the type of conductors used. The individual conductors having a fibrous covering shall have such a covering for their entire length and except for lead-covered cable, such covering shall be so treated as to be flame-retardant and moisture resistant.

(b) Marking. The cable shall carry distinctive marking throughout its entire length, both in the conductors and the armor so that their makers may be readily identified.

88-93361. Non-metallic Sheathed Cable. Non-metallic sheathed cable shall conform to the following:

(a) Conductors. The conductors shall comply with the requirements for the type of conductor used, except that no braid need be provided directly over the insulation.

(b) Number and Type of Conductors. Cables shall be approved type, in sizes #14 to #10 inclusive.

(c) Marking. The cable shall have a continuous marking so that the maker may be readily identified. The outer covering shall be marked at least every 24" to show the following:

(1) the number of conductors in the cable, (2) the type of conductors, (3) the size (AWG) of the conductors, and (4) the maximum operating voltage for which the cable has been approved.

88-93381. Service Entrance Cable. Service entrance cable shall have an outer covering which will be flame retardant and moisture resistant. It shall consist of three conductors, one of which may be uninsulated.

(a) Marking. The outer covering of the cable shall have a continuous marking showing: (1) manufacturer's name or trademark, (2) the maximum working voltage for which the cable was tested and approved, (3) the number, type and size of the individual conductors contained in the cable.

88-93391. Direct Burial Conductors. Direct burial conductors and cable shall have an outer covering

Table 88-93101(b). Insulation thickness—Over 600 Volts

**Thickness of Rubber Insulation for Rubber-Covered Wire and Cable, in 64ths of an Inch**

| Conductor Size AWG or MCM | Classification | | | | |
|---|---|---|---|---|---|
| | RH 10 | RH 20 | RHW 30† | RHW 40† | RHW 50† |
| 14-12* | 4 | 5 | .. | .. | .. |
| 10- 8* | 4 | 5 | 7 | 9 | 10* |
| 6- 2 | 5 | 6 | 8 | 9 | 10 |
| 1-4/0 | 6 | 7 | 8 | 9 | 10 |
| 213-500 | 7 | 8 | 9 | 10 | 11 |
| 501-1000 | 8 | 9 | 9 | 10 | 11 |
| 1001-2000 | 9 | 9 | 10 | 11 | 12 |

*No. 12 AWG is the minimum conductor size for aluminum and No. 8 AWG is the minimum conductor size for 5000 volts operation.

† Shall be of approved ozone-resistant type for operation at voltages over 2000.

**Thickness of Varnished-Cambric Insulation for Single-Conductor Cable, in 64ths of an Inch**

| Conductor Size AWG or MCM | For Voltages Not Exceeding | | | | |
|---|---|---|---|---|---|
| | 1000 | 2000 | 3000 | 4000 | 5000 |
| 14 | 4 | .. | .. | .. | .. |
| 12 | 4 | 5 | .. | .. | .. |
| 10 | 4 | 5 | 6 | .. | .. |
| 8-2 | 4 | 5 | 6 | 7 | 9 |
| 1-4/0 | 5 | 6 | 6 | 7 | 9 |
| 213-500 | 6 | 6 | 7 | 8 | 10 |
| 501-1000 | 7 | 7 | 7 | 8 | 10 |
| 1001-2000 | 8 | 8 | 8 | 9 | 10 |

**Thickness of Varnished-Cambric Insulation for Multiple-Conductor Cable, in 64ths of an Inch**

| Conductor Size AWG or MCM | For Voltages Not Exceeding | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | 1000 | | 2000 | | 3000 | | 4000 | | 5000 | |
| | C | B | C | B | C | B | C | B | C | B |
| 14 | 4 | 0 | .. | .. | .. | .. | .. | .. | .. | .. |
| 12 | 4 | 0 | 5 | 0 | .. | .. | .. | .. | .. | .. |
| 10 | 4 | 0 | 5 | 0 | 5 | 2 | .. | .. | .. | .. |
| 8-2 | 4 | 0 | 5 | 0 | 5 | 2 | 6 | 3 | 6 | 4 |
| 1-4/0 | 5 | 0 | 6 | 0 | 6 | 2 | 6 | 3 | 6 | 4 |
| 213-500 | 6 | 0 | 6 | 0 | 6 | 2 | 6 | 3 | 7 | 4 |
| 501-1000 | 6 | 2 | 6 | 2 | 6 | 3 | 6 | 4 | 7 | 4 |
| 1001-2000 | 7 | 2 | 7 | 2 | 7 | 3 | 7 | 4 | 7 | 5 |

The thickness given in columns headed "C" are for the insulation on the individual conductors. Those given in the columns headed "B" are for the thickness of the overall belt of insulation.

**Thickness of Asbestos and Varnished-Cambric Insulation for Single-Conductor Cable, Types AVA, AVB and AVL, in Mils**

| Conductor AWG or MCM | 1st Wall Asbestos | Vanished Cambric | | | | | Asbestos 2nd Wall |
|---|---|---|---|---|---|---|---|
| | For Voltages Not Exceeding | | | | | | |
| | 1000-5000 | 1000 | 2000 | 3000 | 4000 | 5000 | 1000-5000 |
| 14-2 | 15 | 45 | 60 | 80 | 100 | 120 | 25 |
| 1-4/0 | 20 | 45 | 60 | 80 | 100 | 120 | 30 |
| 213-500 | 25 | 45 | 60 | 80 | 100 | 120 | 40 |
| 501-1000 | 30 | 45 | 60 | 80 | 100 | 120 | 40 |
| 1001-2000 | 30 | 55 | 75 | 95 | 115 | 140 | 50 |

which shall be flame-retardant, moisture-resistant, fungus-resistant, corrosive-resistant, and suitable for direct burial in the earth.

(a) Conductors. The conductors contained in such cables shall have an insulation which is approved for wet location.

(b) Marking. The outer covering shall have a continuous marking showing:

(1) the manufacturer's name or trademark, (2) the maximum working voltage for which the conductor or cable has been approved, and (3) the number, type and size of the individual conductors contained in the cable.

88-93461. Rigid Metal Conduit. Rigid metal conduit shall conform to the following:

(a) Rigid conduit as shipped shall be in standard lengths to ten feet including coupling, one coupling to be furnished with each length. Each length shall be reamed and threaded on each end.

(b) Steel conduit shall have an interior coating of a character and appearance so as to readily distinguish it from ordinary pipe commonly used for other than electrical purposes.

(c) Non-ferrous conduit of corrosion-resistant material shall have suitable marking.

88-93471. Rigid Non-Metallic Conduit. Rigid non metallic conduit shall conform to the following:

(a) Rigid non-metallic conduit shall be shipped in lengths not to exceed ten feet, including a coupling. One coupling shall be furnished with each length.

(b) Each length of conduit shall be permanently marked with the manufacturer's name or trademark, nominal conduit size and type of material used.

(c) Conduit not specifically approved and listed by the UL shall be submitted to the Bureau of Electrical Inspection as provided for in this section of the Code.

88-93481. Electrical Metallic Tubing. Electrical metallic tubing shall conform to the following:

(a) Cross Section. The tubing and elbows and bends for use with the tubing shall have a circular cross-section.

(b) Finish. Tubing shall have such a finish or treatment of outer surfaces as will provide an approved durable means of readily distinguishing it, after installation, from rigid conduit.

(c) Connectors. Where the tubing is coupled together by threads, the connectors shall be so designed as to prevent bending of the tubing at any part of the thread. Connectors of all types shall be so constructed that they will provide an adequate ground path, will connect two pieces of tubing or a piece of tubing and an outlet box or junction box in a rigid state, and under normal use will not damage the tubing or change its shape.

88-93521. Surface Metal Raceway. Surface metal raceways shall be of such construction as will distinguish them from other raceways. Metal raceways and their elbows, couplings and similar fittings shall be so designed that the sections can be electrically and mechanically coupled together, while protecting the wires from abrasion. Holes for screws or bolts inside the raceway shall be so designed that when screws or bolts are in place their heads will be flush with the metal surface.

88-93561. Cellular Metal Floor Raceways. Cellular metal floor raceways shall be constructed that adequate electrical and mechanical continuity of the complete system will be secured. They shall provide a complete enclosure for the conductors. The interior surfaces shall be free from burrs and sharp edges and surfaces over which conductors are drawn shall be smooth. Suitable busing or fittings having smooth rounded edges shall be provided where conductors pass.

88-93621. Wireways. Wireways shall conform to the following:

(a) Wireways shall be made of sheet metal of not less than 14 USS gauge, unless specifically approved of a lesser thickness. They shall have a structural rigidity sufficient to support themselves and the conductors contained therein when supported as is intended by the manufacturer and in conformance with code provisions.

88-93641. Busways. Busways shall conform to the following:

(a) Marking. Busways shall be marked with the voltage and the current rating for which they are designed and approved and with the manufacturer's name or trade mark in such a manner as to be visible after installation.

(b) Busways may be ventilated or non-ventilated. If ventilated the busbars shall be provided with an adequate insulation. No ventilated busway may be installed outdoors or in damp or wet locations. When any busway is installed outdoors it shall be specifically approved for the purpose by the Bureau of Electrical Inspection, and the bus-bars shall be insulated.

(c) Capacity. The current-carrying capacity of busways shall not exceed the following: copper, ventilated—1200 amperes per square inch; copper, enclosed—1000 amperes per square inch; aluminum, ventilated—800 amperes per square inch, aluminum, enclosed—700 amperes per square inch. Special made busways of unusual configuration and construction shall be submitted to the Bureau of Electrical Inspection for special approval.

88-93701. Outlet, Switch and Junction Boxes and Fittings. Outlet, switch and junction boxes and fittings, if of metal, shall conform to the following:

(a) Corrosion-Resistant. Boxes and fittings, if of metal, unless of corrosion-resistant metal shall be well galvanized, enameled, or otherwise properly coated, inside and out, to prevent corrosion.

See Section 87-300.3 for limitation in the use of boxes and fittings protected from corrosion solely by enamel.

It is recommended that the protective coating be of conductive material, such as cadmium, tin or zinc, in order to secure better electrical contact.

(b) Thickness of Metal. For boxes and fittings not over 100 cubic inches in size, if constructed of sheet steel, the metal shall not be less than No. 14 USS gauge (.0747 in.) in thickness, or if of cast metal shall have a wall thickness of not less than ⅛ inch, except that if of malleable iron, they shall have a wall thickness of not less than 3/32 inch.

(c) Boxes Over 100 Cubic Inches. Boxes of over 100 cubic inches in size shall be composed of metal and shall conform to the requirements for cabinets and cutout boxes, except that the covers may consist of single flat sheets secured to the box proper by screws, or bolts instead of hinges. Boxes having covers of this form are for use only for enclosing joints in conductors or to facilitate the drawing in of wires and cables. They shall not enclose switches, cutouts or other control devices.

88-93702. Covers. Covers of boxes and fittings shall be of a thickness at least that specified for the walls of boxes of the same material as that used for the cover and of the size under consideration, or shall be lined with firmly attached insulating material not less than 1/32 inch in thickness. Covers of porcelain or other approved insulating material may be used if of such form and thickness as to afford the requisite protection and strength.

88-93703. Bushings. Covers of outlet boxes and outlet fittings having holes through which flexible cord pendants may pass, shall be provided with approved bushings or shall have smooth, well-rounded surfaces upon which the cord may bear. If conductors other than flexible cord may pass through a metal cover, there shall be provided a separate hole for each wire, said hole being equipped with a bushing of suitable insulating material, except as provided in 87-300-18.

88-93704. Non-Metallic Boxes. Provisions for supports, or other mounting means, for non-metallic boxes, shall be outside of the box, or the box shall be so constructed as to prevent contact between the conductors in the box and the supporting screws.

### Cabinets and Cutout Boxes.

88-93731. Material. Cabinets and cutout boxes shall conform to the following:

(a) Metal Cabinets and Boxes. Metal cabinets and cutout boxes shall be well galvanized, plated with cadmium or other approved metallic finish, enameled, or otherwise properly coated, inside and out to prevent corrosion.

It is recommended that the protective coating be of conductive material, such as cadmium, tin or zinc, in order to secure better electrical contact.

(b) Strength. The design and construction of cabinets and cutout boxes shall be such as to secure ample strength and rigidity. If constructed of sheet steel, the metal shall be of not less than No. 16 USS gauge (.0598) in thickness.

(c) Composition Cabinets. Composition cabinets shall be submitted for approval prior to installation.

88-93732. Spacing. The spacing within cabinets and cutout boxes shall conform to the following:

(a) General. The spacing within cabinets and cutout boxes shall be sufficient to provide ample room for the distribution of wires and cables placed in them, and for a separation between metal parts of devices and apparatus mounted within them as follows:

(1) Base. There shall be an air space of at least 1/16 inch, except at points of support, between the base of the device and the wall of any metal cabinet or cutout box in which the device is mounted.

(2) Doors. There shall be an air space of at least 1 inch between any live metal part (including live metal parts of enclosed fuses) and the door, unless the door is lined with an approved insulating material or is of a thickness of metal not less than No. 12 USS gauge (.1046 inch), when the air space shall be not less than 1/2 inch.

(3) Live Parts. Except as noted above, there shall be an air space of at least 1/2 inch between the walls, back, gutter partition, if of metal, or door of any cabinet or cutout box and the nearest exposed current-carrying part of devices mounted within the cabinet where the potentials do not exceed 250 volts. This spacing shall be increased to at least one inch where the potentials exceed 250 volts.

(b) Switch Clearance. Cabinets and cutout boxes shall be deep enough to allow the closing of the doors when 30-ampere branch-circuit panel-board switches are in any position, or when combination cutout switches are in any position, or when other single-throw switches are opened as far as their construction will permit.

(c) Wiring Space. Cabinets and cutout boxes which contain devices or apparatus connected within the cabinet or box to more than 9 conductors, including those of branch circuits, meter loops, sub-feeder circuits, power circuits and similar circuits, but not including the supply circuit or a continuation thereof, shall have back wiring spaces or one or more side wiring spaces, side gutters or wiring compartments.

(d) Wiring Space - Enclosure. Side wiring spaces, side gutters or side wiring compartments of cabinets and cutout boxes shall be rendered tight enclosures by means of covers, barriers or partitions extending from the bases of the devices, contained in the cabinet, to the door, frame, or sides of the cabinet; provided, however, that where the enclosure contains only those conductors which are led from the cabinet at points directly opposite their terminal connections to devices within the cabinet, such covers, barriers or partitions may be omitted. Partially enclosed back wiring spaces shall be provided with covers to complete enclosure. Wiring spaces that are required by 87-373.6 (a) and which are exposed when doors are open, shall be provided with covers to complete the enclosure.

### Auxiliary Gutters

88-93741. Auxiliary gutters shall be constructed in accordance with the following:

(a) Gutters shall be so constructed and installed that adequate electrical and mechanical continuity of the complete raceway system will be secured.

(b) Gutters shall be of substantial construction and shall provide a complete enclosure for the contained conductors. All surfaces, both interior and exterior, shall be suitably protected from corrosion. Corner joints shall be made tight and where the assembly is held together by rivets or bolts, these shall be spaced not more than 12 inches apart.

(c) Suitable bushings, shields or fittings having smooth rounded edges shall be provided where conductors pass between gutters, through partitions, around bends, between gutters and cabinets or junction boxes and at other locations where necessary to prevent abrasion of the insulation of the conductors.

(d) Gutters shall be constructed of sheet metal of thickness not less than in the following table:

| *Maximum Width of the Widest Surface of Gutters* | *Thickness (USS Sheet Steel Gauge)* |
|---|---|
| Up to and including 6 inches | No. 16 |
| Over 6 in. and not over 18 in. | No. 15 |
| Over 18 in. and not over 30 in. | No. 12 |
| Over 30 inches | No. 10 |

(e) Where insulated conductors are deflected within the auxiliary gutter, either at the ends or where conduits, fittings or other raceways enter or leave the gutter, or where the direction of the gutter is deflected greater than 30 degrees, dimensions corresponding to 87-373.6 shall apply.

### Switches.

88-93801. General. Marking. Switches shall be permanently marked by the manufacturer with the current and voltage, and if horsepowered rated, the maximum rating for which they are designed and approved so that the marking will be visible after installation without removing covers or trim, except that snap switches may be so marked that the required information is visible without moving the switch after installation.

(a) Knife Switches. Knife switches shall conform to the following:

(1) All switches used as 'disconnect switches' required by various sections of this code shall be 'load break switches' and shall be capable of being opened under the full load that they supply. Where this code permits an 'isolating switch', such switch need not be a load break switch, but shall be clearly and permanently marked "Isolating Switch Only—Do Not Open Under Load".

(2) Switches rated for more than 1200 amperes at 250 volts or less and for more than 600 amperes at 251 to 600 volts shall be of the 'bolted pressure type'. Each such switch shall be submitted to the Bureau of Electrical Inspection for approval. The bureau shall require certified test reports from a disinterested test facility (recognized and approved by the bureau) concerning the following characteristics of the switch: operating temperatures (enclosed and open) under full load conditions; load interruption capabilities; operating performance as a disconnect under full load conditions; fault interruption capabilities; and ability to withstand let through currents under fault conditions.

(3) Wiring Space. Wiring space equal to that required in 87-373.6 (a) shall be provided for all enclosed switches regardless of how the conductors are brought into the enclosure.

(4) In Switchboards. Switches installed in switchboards shall conform to all the provisions of 87-230.51, 87-230.61, 87-384 and 88-93841 in addition to the provisions of this section.

(b) Circuit Breakers Used as Switches. Circuit breakers of all ratings when used as switches or disconnects shall conform to all of the applicable provisions of this section.

(c) Knife switches shall not be used in conjunction with fuses rated 300 volts or less except when the voltage between any two phase conductors does not exceed 300 volts, and then only when the current rating does not exceed 60 amperes.

(d) Snap switches ganged in outlet boxes shall be so arranged that the voltage between adjacent switches does not exceed 300 volts.

### Switchboards and Panelboards.

88-93841. Enclosures. The enclosures of switchboards and panelboards shall be of metal and shall be well galvanized plated with cadmium or other approved finish, enameled or otherwise properly coated inside and out to prevent corrosion. They shall be so designed and constructed as to secure adequate mechanical strength and rigidity. Adequate framing shall be provided to prevent distortion either during shipping or installation and to supply the mechanical strength necessary to support the bus supports during periods of fault stress.

88-93842. Marking. Switchboards and panelboards shall be permanently marked by the manufacturer with nameplates which will be visible after installation without removing covers, or access plates. Such nameplates shall show the following:

(1) Name or trademark of the manufacturer or assembler, (2) the maximum working voltage, (3) the current rating, (4) the number of phases, and (5) the maximum fault current for which the equipment has been braced.

88-93843. Location. Switchboards or panelboards intended for installation in damp locations shall be so constructed as to prevent the entrance of moisture. Switchboards or panelboards intended for installation in wet locations shall be weatherproof.

88-93844. Bus-Bars. Bus-Bars if rigidly mounted may be of bare metal.

88-93845. Current-Carrying Capacity. The current-carrying capacity of bare bus-bars in switchboards or panelboards shall be as follows:

Copper-1000 amperes per square inch of cross-sectional area; aluminum-700 amperes per square inch of cross-sectional area. These values do not take into consideration all of the factors involved in assemblies where extremely high currents are involved and where you may have many bars per phase. In these instances the Bureau may assess a lower ampacity to these conductors. It is therefore recommended that the manufacturer take all of these factors into consideration when providing the spacing and layout of the buses in his equipment.

88-93846. The following minimum spacings between bare bus-bars, exposed current-carrying parts, etc., shall be provided:

| | *Opposite Polarity When Mounted on the Same Surface* | *Opposite Polarity When Free Air in the* | *Live Parts to Ground* |
|---|---|---|---|
| Not over 125 volts | ¾″ | ½″ | ½″ |
| Not over 250 volts | 1¼″ | ¾″ | ½″ |
| Not over 600 volts | 2″ | 1″ | 1″ |
| Not over 1000 volts | 2¾″ | 1¾″ | 1¾″ |
| Not over 5000 volts | 3½″ | 2½″ | 2½″ |

At switches, enclosed fuses, etc., parts of the same polarity may be placed as close together as convenience in handling and bending space will allow, unless close proximity causes excessive heating. For spacing between live parts and doors of cabinets—see 88-93732. It should be noted that the above dimensions are the *minimum* allowable, and it is strongly recommended that greater distances be adopted wherever conditions will permit.

88-93847. Bracing. All bus-bars and other current carrying parts shall be braced to withstand the available fault current.

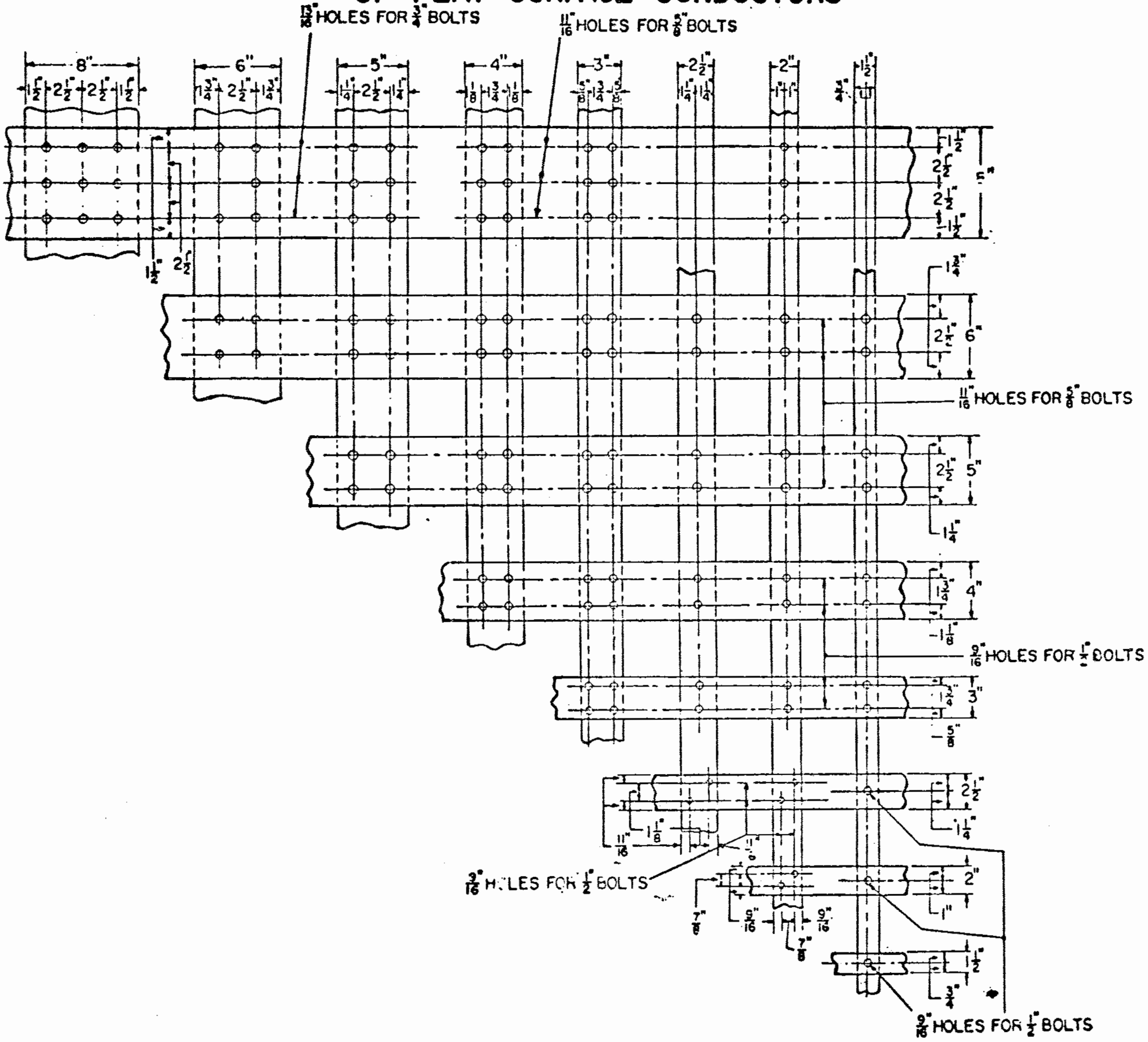
Joints. All bus connections and joints shall be made in accordance with Table 88-93848. All joints and connections shall be: 1) silver plated, 2) full lapped, and 3) all nuts, bolts, studs, and washers shall be silver plated or shall be non-corrosive. A lock washer or belleville washer shall be used on each bolt or stud.

Exception:

Bus connection and joints may be made to different configurations with other than the required materials and plating, provided a comparative test analysis is made by an unbiased testing laboratory and the results of the test are submitted to the Bureau of Electrical Inspection for acceptance or rejection, *Before Being Used.*

TABLE 88-93848

## DRILLING FOR BOLTED CONNECTIONS OF FLAT SURFACE CONDUCTORS


13/16" HOLES FOR 3/4" BOLTS
11/16" HOLES FOR 5/8" BOLTS
8"
6"
5"
4"
3"
2 1/2"
2"
1 1/2"
11/16" HOLES FOR 5/8" BOLTS
9/16" HOLES FOR 1/2" BOLTS
9/16" HOLES FOR 1/2" BOLTS
9/16" HOLES FOR 1/2" BOLTS

88-93849. Lugs intended for use with 500 MCM cables or larger shall be equipped with two mounting holes, or shall be so equipped as to prevent rotation of the log after installation.

88-938410. Moulded Case Circuit Breakers. Bus bars entering or leaving moulded case circuit breakers shall be insulated, unless circuit breakers are specifically approved for use with bare bus.

88-938411. Panels. The panels of switchboards or panelboards shall be made of moisture-resistant, non-combustible materials.

88-938412. Wiring Space. Wiring space and bending room as required in 87-373.6 shall be provided in all switchboards and panelboards.

88-938413. Number of Overcurrent Devices. Except as provided for in the mains, no panelboard shall contain more than 42 overcurrent devices.

Panelboards shall be so constructed that no more overcurrent devices than the number for which it was approved may be installed.

88-938414. Component Parts. Switches, circuit breakers, fuses, fuseholders, etc., used on or in panelboards shall conform to all other applicable provisions of this code.

88-938415. Protection of Instrument Circuits. Instruments, pilot lights, potential transformers, and other switchboard devices with potential coils, except where the operation of an overcurrent device might introduce a hazard in the operation of devices, shall be supplied by a circuit that is protected by standard overcurrent devices of a rating not greater than 15 amperes, except that for ratings of 2 amperes or less special types of enclosed fuses may be used.

88-938416. Grounding and Bonding. All sections of a switchboard shall be bonded together and shall be grounded in conformance with the provisions of 87-250.

88-938440. Meter Sockets and Meter Socket Combinations. In general meter sockets and combinations of meter sockets and circuit breakers or switches shall conform to the construction specifications for panelboards as regards: enclosures, panels, ratings, marking, conductor sizes, ampacity, wiring and bending space, component parts and spacing. In addition thereto the specific requirements of 87-220, 87-230, 87-250, 87-310, 87-374, 87-380, 87-384, and 88-560 shall apply.

### Flexible Cords

88-94001. Labels. Flexible cords shall be examined and tested at the factory and shall be labeled before shipment.

88-94002. Grounded Circuit Conductor Identification. One conductor of flexible cords shall have a continuous marker readily distinguishing it from the other conductor or conductors. The identification shall consist of one of the following:

(a) Colored Braid. A braid finished to show a white or natural gray color and the braid on the other conductor or conductors finished to show a readily distinguishable solid color or colors.

(b) Tracer in Braid. A tracer in a braid of any color contrasting with that of the braid and no tracer in the braid of the other conductor or conductors. No tracer shall be used in the braid of any conductor of a flexible cord which contains a conductor having a braid finished to show white or natural gray, except, in the case of Types C, PD and PO cords having the braids on the individual conductors finished to show white or natural gray. In such C, PD and PO cords the identifying marker may consist of the solid white or natural gray finish on one conductor provided there is a colored tracer in the braid of each other conductor.

(c) Colored Insulation. A white or natural gray insulation on one conductor and insulation of a readily distinguishable color or colors on the other conductor or conductors for cords having no braids on the individual conductors (except cords which have insulation on the individual conductors integral with the jacket).

(d) Colored Separator. A white or natural gray separator on one conductor and a separator of a readily distinguishable solid color on the other conductor or conductors of cords having insulation on the individual conductors integral with the jacket.

(e) Tinned Conductors. One conductor having the individual strands tinned and the other conductor or conductors having the individual strands untinned for cords having insulation on the individual conductors integral with the jacket.

(f) Surface Marking. A stripe, ridge or groove so located on the exterior of the cord as to identify one conductor for cords having insulation on the individual conductors integral with the jacket.

88-94003. Grounding Conductor Identification. A conductor intended to be used as a grounding conductor shall have a continuous identifying marker readily distinguishing it from the other conductor or conductors. Conductors having a green covering shall not be used for other than grounding purposes. The identifying marker shall consist of one of the following:

(a) Colored Braid. A braid finished to show a green color.

(b) Colored Insulation or Covering. For cords having no braids on the individual conductors a green insulation or a green covering on one conductor.

88-94004. Insulation Thickness. The nominal thickness of rubber or thermoplastic conductor insulation in Types TS, TST, PO-1, P-1, SV, and SVT shall be not less than 1/64 inch. The nominal thickness of rubber insulation in Types HC, HPD, HSJ, and HS shall be not less than 1/64 inch for the Nos. 18-16 AWG sizes, and not less than 2/64 inch for the Nos. 14-12 AWG sizes. The nominal thickness of the thermoplastic insulation in Type ET elevator cable shall be not less than 20 mils for the No. 18 and No. 16 AWG size and not less than 1/32 inch for the No. 14 AWG size. The nominal thickness of the rubber insulation in Types E and EO elevator cables shall be not less than 20 mils for the No. 18 and 16 AWG sizes and not less than 2/64 inch for the No. 14 AWG size for ratings not exceeding 300 volts.

The nominal thickness of latex-rubber insulation, when employed, in Types SJ, SJO, S and SO shall be not less than 15 mils for the Nos. 18-16 AWG sizes and not less than 18 mils for the No. 14 AWG and larger sizes. The nominal thickness of conductor insulation in Types PO, P, SP-2, SPT-2, HPN, SRD, and SRDT shall be not less than 3/64 inch. The nominal thickness of thermoplastic insulation in Type SPT-3 shall be not less than 4/64 inch for sizes 18-16 and 5/64 inch for No. 14 and 6/64 inch for No. 12 AWG. For other types, the minimum nominal thickness of rubber or thermoplastic conductor insulation shall be as follows: size AWG 27, and 18 to 16-2/64 inch; 14 to 10-3/64 inch; 8 to 2-4/64 inch.

88-94005. Attached to Receptacle Plugs. Where a flexible cord is provided with a grounding conductor and equipped with an attachment plug, the

88-94006(b). Types.

| Trade Name | Type Letter | Size AWG | No. of Conductors | Insulation | Braid on Each Conductor | Outer Covering | Use | | |
|---|---|---|---|---|---|---|---|---|---|
| Parallel Tinsel Cord | TP See Note 3 | 27 | 2 | Rubber | None | Rubber | Attached to an Appliance | Damp Places | Not Hard Usage |
| | TPT See Note 3 | 27 | 2 | Thermoplastic | None | Thermoplastic | Attached to an Appliance | Damp Places | Not Hard Usage |
| Jacketed Tinsel Cord | TS See Note 3 | 27 | 2 or 3 | Rubber | None | Rubber | Attached to an Appliance | Damp Places | Not Hard Usage |
| | TST See Note 3 | 27 | 2 or 3 | Thermoplastic | None | Thermoplastic | Attached to an Appliance | Damp Places | Not Hard Usage |
| Asbestos-Covered Heat-Resistant Cord | AFC | 18–10 | 2 or 3 | Impregnated Asbestos | Cotton or Rayon | None | Pendant | Dry Places | Not Hard Usage |
| | | | 2 | | | | | | |
| | AFPD | | 2 or 3 | | None | Cotton, Rayon or Saturated Asbestos | | | |
| Cotton-Covered Heat-Resistant Cord | | 18–10 | 2 or 3 | Impregnated Cotton | Cotton or Rayon | None | Pendant | Dry Places | Not Hard Usage |
| | | | 2 | | | | | | |
| | CFPD | | 2 or 3 | | None | Cotton or Rayon | | | |
| Parallel Cord | PO–1 | 18 | 2 | Rubber | Cotton | Cotton or Rayon | See Note 2 | Dry Places | Not Hard Usage |
| | PO–2 | 18–16 | | | | | Pendant or Portable | | |
| | PO | 18–10 | | | | | | | |
| All Rubber Parallel Cord | SP–1 | 18 | 2 | Rubber | None | Rubber | Pendant or Portable | Damp Places | Not Hard Usage |
| | SP–2 See Note 8 | 18–16 | | | | | | | |
| | SP–3 Note 8 | 18–12 | | Rubber | None | Rubber | Refrigertors or Room Air Conditioners | Damp Places | Not Hard Usage |
| All Plastic Parallel Cord | SPT–1 | 18 | 2 | Thermoplastic | None | Thermoplastic | Pendant or Portable | Damp Places | Not Hard Usage |
| | SPT–2 See Note 8 | 18–16 | | | | | | | |
| All Plastic Parallel Cord | SPT–3 Note 8 | 18–10 | 2 | Thermoplastic | None | Thermoplastic | Refrigerators or Room Air Conditioners | Damp Places | Not Hard Usage |
| Twisted Portable Cord | PD | 18–10 | 2 or more | Rubber | Cotton | Cotton or Rayon | Pendant or Port. | Dry Places | Not Hard Usage |
| Vacuum Cleaner Cord | SV, SVO | 18 | 2 | Rubber | None. | Rubber | Pendant or Portable | Damp Places | Not Hard Usage |
| | SVT. | 18–17 | | Thermopl' | | Thermoplastic | | | |
| | SVTO See Note 8 | 18 | | | | | | | |
| Heat Resistant V.C. Cord | SVHT | 18–17 | 2 | Thermopl' | None | Thermoplastic | Pendant or Portable | Damp Places | Not Hard Usage |
| Junior Hard Service Cord | SJ | 18–16 | 2, 3, or 4 | Rubber | None | Rubber | Pendant or Portable | Damp Places | Hard Usage |
| | SJO | | | | | Oil Resistant Compound | | | |
| | SJT<br>SJTO | | | Thermopl' or Rubber | | Thermoplastic | | | |
| Hard Service Cord | S See Note 6 | 18–2 | 2 or more | Rubber | None | Rubber | Pendant or Portable | Damp Places | Extra Hard Usage |
| | SO | | | | | Oil Resist. Compound | | | |
| | ST | | | Thermopl or Rubber | | Thermoplastic | | | |
| | STO | | | | | Oil Resistant Thermoplastic | | | |

| Trade Name | Type Letter | Size AWG | No. of Conductors | Insulation | Braid on Each Conductor | Outer Covering | Use | | |
|---|---|---|---|---|---|---|---|---|---|
| Rubber-Jacketed Heat-Resistant Cord | AFSJ | 18–16 | 2 or 3 | Impregnated Asbestos | None | Rubber | Portable | Damp Places | Portable Heaters |
| | AFS | 18-16-14 | | | | | | | |
| Heater Cord | HC | 18–12 | 2, 3 or 4 | Rubber & Asbestos | Cotton | None | Portable | Dry Places | Portable Heaters |
| | HPD | 18–12 | 2, 3 or 4 | Rubber with Asbestos or All Neoprene | None | Cotton or Rayon | | | |
| Rubber Jacketed Heater Cord | HSJ | 18–16 | 2, 3 or 4 | Rubber with Asbestos or All Neoprene | None | Cotton and Rubber | Portable | Damp Places | Portable Heaters |
| Jacketed Heater Cord | HSJO | 18–16 | 2, 3 or 4 | Rubber with Asbestos or All Neoprene | None | Cotton and Oil Resistant Compound | Portable | Damp Places | Portable Heaters |
| | HS | 14–12 | | | | Cotton and Rubber or Neoprene | | | |
| | HSO | 14–12 | | | | Cotton and Oil Resistant Compound | | | |
| Parallel Heater Cord | HPN See Note 8 | 18–12 | 2 | Thermosetting | None | Thermosetting | Portable | Damp Places | Not Hard Usage |
| Heat & Moisture-Resistant Cord | AVPO | 18–10 | 2 | Asbestos & Var. Cam. | None | Asbestos, Flame-Ret. Moisture Resistant | Pendant or Portable | Damp Places | Not Hard Usage |
| | AVPD | | 2 or 3 | | | | | | |
| Range, Dryer Cable | SRD | 10–4 | 3 or 4 | Rubber | None | Rubber or Neoprene | Portable | Damp Places | Ranges, Dryers |
| | SRDT | 10–4 | 3 or 4 | Thermoplastic | None | Thermoplastic | Portable | Damp Places | Ranges, Dryers |
| Data Processing cable | DPT | 30–Min. | 2 or more | Thermoplastic | Data Processing systems | Dry places | | Power and signal circuits | |
| Elevator Cable | E See Note 7 | 18–14 | 2 or more | Rubber | Cotton | Three Cotton, Outer one Flame-Retardant & Moisture-Resist. See Note 5 | Elevator Lighting and Control | Non-Hazardous Locations | |
| | EO See Note 7 | | | | | One Cotton and a Neoprene Jacket See Note 5 | Elevator Lighting and Control | Hazardous Locations | |
| | EN See Note 7 | 18–14 | | Rubber | Flexible Nylon Jacket | Three Cotton, Outer one Flame-Retardant & Moisture-Resist. See Note 5 | | Non-Hazardous Locations | |
| | | | | | | One Cotton and a Neoprene or Thermoplastic Jacket | | Hazardous Locations | |
| | ET See Note 7 | 18–14 | | Thermoplastic | Rayon | Three Cotton, Outer one Flame-Retardant & Moisture-Resist. See Note 5 | | Non-Hazardous Locations | |
| | ETP | 18–14 | | Thermoplastic | Rayon | Thermoplastic | | | |

**plug shall comply with section 87-250.59.**

**88-94006. Flexible cords shall conform to the descriptions and limitations contained in the following Tables:**

### 88-94006(a). Ampacities.

**(Based on an Ambient Temperature of not more than 30°C.)**

**Not more than three current carrying conductors in a cord. For cords with from four to six conductors the ampacity of each conductor shall be reduced to 80% of the values shown.**

| Size<br>AWG | Rubber Types TP, TS<br>Thermoplastic Types TPT, TSP | Rubber Types PO, C, PD, E, EO, EN, S, SO, SRD, SJ, SJO, SV, SVO, SP<br>Thermoplastic Types ET, ETP, ST, STO, SRDT, SJT, SJTO, SVT SVTO, SPT | | Types AFS, AFSJ, HC, HPD, HSJ, HSJO, HS, HSO, HPN SVHT | Types AVPO AVPD | Cotton Types CFPD*<br>Asbestos Types AFC* AFPD* |
|---|---|---|---|---|---|---|
| | | A† | B† | | | |
| 27** | 0.5 | .. | .. | .. | .. | .. |
| 18 | .. | 7 | 10 | 10 | 17 | 6 |
| 17 | .. | | .. | 12 | .. | .. |
| 16 | .. | 10 | 13 | 15 | 22 | 8 |
| 15 | .. | | .. | 17 | .. | .. |
| 14 | .. | 15 | 18 | 20 | 28 | 17 |
| 12 | .. | 20 | 25 | 30 | 36 | 23 |
| 10 | .. | 25 | 30 | 35 | 47 | 28 |
| 8 | .. | 35 | 40 | .. | .. | .. |
| 6 | .. | 45 | 55 | .. | .. | .. |
| 4 | .. | 60 | 70 | .. | .. | .. |
| 2 | .. | 80 | 95 | .. | .. | .. |

* These types are used almost exclusively in fixtures where they are exposed to high temperatures and ampere ratings are assigned accordingly.

** Tinsel Cord.

† The ampacities under sub-heading A in Column 3 are applicable to three conductor cords and four conductor cords connected to utilization equipment, with three conductors carrying current. The ampacities under sub-heading B in Column 3 are applicable to two conductor cords and three conductor cords connected to the utilization equipment, with two conductors carrying current.

NOTE 1. Ultimate Insulation Temperature. In no case shall conductors be associated together in such way with respect to the kind of circuit, the wiring method employed, or the number of conductors, that the limiting temperature of the conductors will be exceeded.

NOTE 2. SVHT made only in No. 18 and 17 AWG sizes.

### Notes to Table 88-94006(b).

**1.** Except for Types PO-1, PO-2, PO, SP-1, SP-2, SPT-1, SPT-2, TP, TPT, and AVPO, individual conductors are twisted together.

**2.** Type PO-1 is for use only with portable lamps, portable radio receiving appliances, portable clocks and similar appliances which are not liable to be moved frequently and where appearance is a consideration.

**3.** Types TP, TPT, TS, and TST are suitable for use in lengths not exceeding eight feet when attached directly, or by means of a special type of plug, to a portable appliance rated at 50 watts or less and of such nature that extreme flexibility of the cord is essential.

**4.** Rubber-filled or varnished cambric tapes may be substituted for the inner braids.

**5.** Types S, SO, and ST are suitable for use on theatre stages, in garages and elsewhere, where flexible cords are permitted by this Code.

**6.** Traveling cables for operating, control and signal circuits may have one or more nonmetallic fillers or may have a supporting filler of stranded steel wires having its own protective braid or cover. Cables exceeding 100 feet in length shall have steel supporting fillers, except in locations subject to excessive moisture or corrosive vapors or gases. Where steel supporting fillers are used, they shall run straight through the center of the cable assembly and shall not be cabled with the copper strands of any conductor.

Types E, EO, and EN Cables may incorporate in the construction #20 Gauge Conductors formed as a pair, and covered with suitable metallic shielding for telephone circuits. The insulation of the conductors may be rubber or thermoplastic of thickness specified for Type E and EO Cables. The shield shall have its own protective covering. This component may be incorporated in any layer of the cable assembly, and shall not run straight through the center.

**7.** A third conductor in these cables is for grounding purposes only.

**8.** The individual conductors of all cords except those of heat-resistant cords (Types AFC, AFPD, AFS, AFSJ, AVPO, AVPD and CFPD) shall have a rubber or thermoplastic insulation, except that the grounding conductor where used, shall be in accordance with Paragraph 400-14(b). A rubber compound shall be vulcanized except for heater cords (Types HC, HPD and HSJ).

**88-94100. Fixtures, lampholders, lamps, receptacles, rosettes and fixture wires shall conform to the provisions contained in this Section.**

**(a) Fixture wires shall conform to the descriptions and limitations contained in the following Tables:**

### 88-94100(a-1). Ampacities of Fixture Wires.

(Based on Ambient Temperature of 30°C., 86°F.)

| Size AWG | Fixture Wire | |
|---|---|---|
| | Rubber Types RF-1, RF-2, FF-1, FF-2, RFH-1, RFH-2, FFH-1, FFH-2 | Thermoplastic Types TF, TFF, TFN, TFFN<br>Cotton Type CF*<br>Asbestos Type AF*<br>Silicone Rubber Types SF-1*, SF-2*, SFF-1*, SFF-2*<br>Fluorinated Ethylene Propylene Types PF*, PGF*, PFF*, PGFF* |
| 18 | 5 | 6 |
| 16 | 7 | 8 |
| 14 | .. | 17 |

* These types are used almost exclusively in fixtures where they are exposed to high temperatures and ampere ratings are assigned accordingly.

Ultimate Insulation Temperature. In no case shall conductors be associated together in such a way with respect to the kind of circuit, the wiring method employed, or the number of conductors, that the limiting temperature of the conductors will be exceeded.

### 88-94100(a-2). Recognized Fixture Wires.

| Trade Name | Type Letter | Insulation | Thickness of Insulation | Outer Covering |
|---|---|---|---|---|
| Rubber-Covered Fixture Wire Solid or 7-Strand | RF-1 | Code Rubber 18 | 1/64 Inch | Non-metallic covering |
| | RF-2 | Code Rubber 18–16 | 2/64 Inch | Non-metallic covering |
| | | Latex Rubber 18–16 | 18 Mils | |
| Rubber-Covered Fixture Wire Flexible Stranding | FF-1 | Code Rubber 18 | 1/64 Inch | Non-metallic covering |
| | FF-2 | Code Rubber 18–16 | 2/64 Inch | Non-metallic covering |
| | | Latex Rubber 18–16 | 18 Mils | |
| Heat Resistant Rubber-Covered Fixture Wire Solid or 7-Strand | RFH-1 | Heat-Resistant Rubber 18 | 1/64 Inch | Non-metallic covering |
| | RFH-2 | Heat-Resistant Rubber 18–16 | 2/64 Inch | Non-metallic covering |
| | | Heat-Resistant Latex Rubber 18–16 | 18 Mils | |
| Heat Resistant Rubber-Covered Fixture Wire Flexible Stranding | FFH-1 | Heat-Resistant Rubber 18 | 1/64 Inch | Non-metallic covering |
| | FFH-2 | Heat-Resistant Rubber 18–16 | 2/64 Inch | Non-metallic covering |
| | | Heat-Resistant Latex Rubber 18–16 | 18 Mils | |
| Thermoplastic-Covered Fixture Wire —Solid or Stranded | TF | Thermoplastic 18–16 | 2/64 Inch | None |
| Thermoplastic-Covered Fixture Wire —Flexible Stranding | TFF | Thermoplastic 18–16 | 2/64 Inch | None |
| Heat Resistant Thermoplastic-Covered Fixture Wire—Solid or Stranded | TFN | Thermoplastic 18–16 | 15 Mils | Nylon Jacketed |

**88-94101. Fixtures. Fixtures shall conform to the following:**

**(a) Material Other Than Metal. In all fixtures not made of metal, wireways shall be lined with metal unless approved armored or leadcovered conductors with suitable fittings are used. This requirement shall also apply to portable table and floor lamps unless the wireways are in glass, marble, or similar types of non-absorptive and non-combustible insulating material.**

**(b) Mechanical Strength. Tubing used for arms and stems where provided with cut threads shall**

| Trade Name | Type Letter | Insulation | | Thickness of Insulation | Outer Covering |
|---|---|---|---|---|---|
| Heat Resistant Thermoplastic-Covered Fixture Wire—Flexible Stranded | TFFN | Thermoplastic | 18–16 | 15 Mils | Nylon Jacketed |
| Cotton-Covered, Heat-Resistant, Fixture Wire | CF | Impregnated Cotton | 18–14 | 2/64 Inch | None |
| Asbestos-Covered, Heat-Resistant, Fixture Wire | AF | Impregnated Asbestos | 18–14 | 2/64 Inch | None |
| Silicone Insulated Fixture Wire Solid or 7-Strand | SF-1 | Silicone Rubber | 18 | 1/64 Inch | Non Metallic Covering |
| | SF-2 | Silicone Rubber | 18–14 | 1/32 Inch | Non Metallic Covering |
| Silicone Insulated Fixture Wire Flexible Stranding | SFF-1 | Silicone Rubber | 18 | 1/64 Inch | Non Metallic Covering |
| | SFF-2 | Silicone Rubber | 18–14 | 1/32 Inch | Non Metallic Covering |
| Fluorinated Ethylene Propylene Fixture Wire Solid or 7 Strand | PF | Fluorinated Ethylene Propylene | 18–14 | 20 Mils | None |
| | PGF | | 18–14 | 14 Mils | Glass Braid |
| Fluorinated Ethylene Propylene Fixture Wire Flexible Stranding | PFF | Fluorinated Ethylene Propylene | 18–14 | 20 Mils | None |
| | PGFF | | 18–14 | 14 Mils | Glass Braid |

be not less than 0.040 inch in thickness and when provided with rolled (pressed) threads shall be not less than 0.025 inch in thickness. Arms and other parts shall be fastened to prevent turning. Metal canopies supporting lampholders, shades, etc., exceeding 8 lbs., or incorporating attachment plug receptacles, shall be not less than 0.020 inch in thickness.

Other canopies shall be not less than 0.016 inch when made of steel and not less than 0.020 inch when of other metals. Pull type canopy switches shall not be inserted in the rims of metal canopies which are less than 0.025 inch in thickness unless the rims are reinforced by the turning of a bead or the equivalent. Pull type canopy switches, whether mounted in the rims or elsewhere in sheet metal canopies, shall be located not more than 3½ inches from the center of the canopy. Double set screws, double canopy rings, a screw ring, or equal method shall be used where the canopy supports a pull type switch or pendent receptacle.

Mechanical Strength: The above thickness requirements apply to measurements made on finished (formed) canopies.

(c) Wiring Space. Bodies of fixtures, including portable lamps, shall provide ample space for splices and taps and for the installation of devices, if any. Splice compartments shall be of non-absorptive, non-combustible material.

(d) Fixture Studs. Fixture studs which are not parts of outlet boxes, hickeys, tripods, and crowfeet shall be made of steel, malleable iron, or other approved material.

(e) Insulating Joints. Insulating joints shall be composed of material especially approved for the purpose. Those which are not designed to be mounted with screws or bolts shall have a substantial exterior metal casing, insulated from both screw connections.

(f) Portables. Portable table and floor lamps and fan motors on ceiling fixtures may be wired with approved rubber-covered conductors, provided the wiring is not located so as to be subject to undue heating from lamps.

(g) Cord Bushings. Bushings or the equivalent shall be provided where flexible cord enters the base or stem of a portable lamp. The bushing shall be of insulating material unless a jacketed type of cord is used.

(h) Tests. All wiring shall be free from short-circuits and grounds, and shall be tested for these defects prior to being connected to the circuit.

(i) Live Parts. Exposed live parts within porcelain fixtures shall be suitably recessed and so located as to make it improbable that wires will come in contact with them. There shall be a spacing of at least ½ inch between live parts and the mounting plane of the fixture.

## Lampholders

88-94102. General. Lampholders shall conform to the following:

(a) Insulation. The outer metal shell and the cap shall be lined with insulating material which shall prevent the shell and cap from becoming a part of the circuit. The lining shall not extend beyond the metal shell more than 1/8 inch, but shall prevent any current-carrying part of the lamp base from being exposed when a lamp is in the lampholding device.

(b) Lead wires. Lead wires, furnished as a part of weatherproof lampholders and intended to be exposed after installation, shall be of approved, stranded, rubber-covered conductors, not less than No. 14 gauge (No. 18 gauge for candelabra sockets), and shall be sealed in place or otherwise made raintight.

(c) Switched Lampholders. Switched lampholders shall be of such construction that the switching mechanism interrupts the electrical connection to the center contact. The switching mechanism may also interrupt the electrical connection to the screw shell if connection to the center contact is simultaneously interrupted.

(d) Screw-Shell Lampholders. Screw-shell lampholders shall be classed according to diameters of lamp bases, as Candelabra, Intermediate Medium, Ad medium, and Mogul base; having respectively ½ inch, 21/32 inch, 1 inch, 11/16 inch, and 1½ inch nominal sizes, with ratings, as specified in the following table:

| | | Ratings Switched | | | Ratings Unswitched | | |
|---|---|---|---|---|---|---|---|
| Class | Nominal Diameter | Watts | Volts | Max. Amp. At Any Voltage | Watts | Volts | Max. Amps. At Any Voltage |
| Candelabra | ½″ | 75 | 125 | ¾ | 75 | 125 | 1 |
| Intermediate | 21/32″ | 75 | 125 | ¾ | 75 | 250 | 1 |
| Medium | 1″ | 250 | 250 | 2½ | 660 | 250 | 6 |
| | | 660(a) | 250 | 6 | 660 | 600 | |
| Admedium | 1-1/16″ | | | | 660 | 250 | |
| Mogul | 1½ | 750 | 250 | | 1500 | 250 | |
| | | 1500 | 250 | | 1500 | 600 | |

Screw Shell Lampholders: (a) This rating may be given only to lampholders having a switch mechanism which produces both a quick "make" and a quick "break" action. Miniature lampholders and receptacles having screw-shells smaller than the Candelabra size may be used for decorative lighting systems, Christmas-tree Lighting Outfits and similar purposes.

For exceptions for Medium Base Key Lampholders and Receptacles see 88-720.

### Incandescent Lamps

88-94103. An incandescent lamp for general use on lighting branch circuits shall not be equipped with a Medium base if rated over 300 watts, nor with o Mogul base if rated over 1500 watts. Above 1500 watts special approved bases or other devices shall be used.

### Rosettes

88-94104. Rosettes, Rosettes shall conform to the following:

(a) Rating. Rosettes shall be rated at 660 watts, 250 volts, with a maximum current rating of 6 amperes.

(b) For Exposed Wiring. If designed for use with exposed wiring, rosettes shall be provided with bases which shall have at least two holes for supporting, shall be high enough to keep the wires and terminals at least ½ inch from the surface wired over, and shall have a porcelain lug under each terminal to prevent the rosette being placed over projections which would reduce the separation to less than ½ inch.

(c) For Use With Boxes or Raceways. If designed for use with conduit boxes or wire raceways, rosette bases shall be high enough to keep wires and terminals at least ⅜ inch from the surface wired over.

(d) Fuseless. Fused rosettes shall not be used.

(e) Non-separable. Separables rosettes which make possible a change in polarity shall not be used.

### Flush and Recessed Fixtures

88-94105. Flush and Recessed Fixtures. Flush and recessed fixtures shall conform to the following:

(a) Temperature. Fixtures shall be so constructed that adjacent combustible material will not be subject to temperatures in excess of 90°C (194°F).

(b) Enclosure. Sheet metal enclosures shall be protected against corrosion by galvanizing, plating, or other equivalent heat-resisting coating, and shall not be less than No. 22 USS gauge (.0299 inch).

(c) Lamp Stops. Where enclosures are of a size twhich permits the use of lamps which will permit the temperature limits specified in subparagraph (a) to be exceeded, lamp stops shall be provided to prevent the use of excess size lamps.

(d) Use of Solder Prohibited. No solder shall be used in the construction of the fixture box.

(e) Lampholders. Lampholders of the screw-shell type shall be porcelain unless specially approved for the purpose. Cements, if used, shall be of the high-heat type.

(f) Conductor Insulation. Recessed fixtures shall be wired with a type fixture wire approved for the purpose.

### Electric Discharge Lamps

88-94106. General. Fixtures constructed for electric discharge lighting in addition to conforming to the applicable requirements for electric discharge lighting, and the general requirements for all lighting fixtures, shall conform to the following. For signs and outline lighting, see 88-600.

(a) Lampholders. Lampholders shall be classed according to the dimensions and spacings of the pins in the lamp bases, as shown in the following table:

| | | *Pin Dimensions* | | |
|---|---|---|---|---|
| *Class* | *Ratings* | *Diam.* | *Length* | *Spacing* |
| Small Bipin | 75 watts | 3/32 in. | 9/32 in. | 3/16 in. |
| Standard Bipin | 660 watts | 3/32 in. | 9/32 in. | 1/2 in. |
| Large Bipin | 660 watts | 1/8 in. | 5/8 in. | 25/32 in. |
| Standard Single Pin | 660 watts | 5/16 in. | 5/16 in. | |

### Mercury-Vapor Lamps

88-94107. Enclosure of Resistors and Regulators. Resistors or regulators for mercury-vapor lamps shall be enclosed in non-combustible cases and treated as sources of heat.

88-94108. Fixtures General. Fixtures intended for installation in other than normal locations, such as; damp locations, wet locations, walk-in coolers, steam rooms and other such unusual areas shall be specifically approved for the purpose.

Appliances. Appliances shall conform to the following:

(a) There shall be no exposed live parts.

(b) Supply cords to portable appliances shall conform to Table 88-94006 of this code.

(c) Except for vacuum cleaners, floor polishers, some lawn mowers and appliances which by their very nature must be moved while they are in use, supply cords shall be limited to a maximum of 6′.

(d) All commercial or industrial types of appliances shall be equipped with provisions for grounding.

(e) In residential occupancies all permanently installed appliances, all cord connected appliances which are supplied with more than 150 volts, all refrigerators, freezers, air conditioners, clothes washers, clothes dryers, dish washers, sump pumps, portable hand held motor operated tools and appliances unless protected by an approved system of double insulation shall be grounded by one of the approved grounding methods.

(f) Appliances which are not portable and/or attached to the building structure shall be wired permanently. Flexible cords will not be acceptable.

88-94222. All appliances shall conform to the provisions of 86-10 and 87-422.

### Motors and Generators

88-94301. Marking. All motors and generators shall be permanently (no paper stickers) marked with the following:

(a) Manufacturer's name or trademark.

(b) Normal working voltage or voltages.

(c) Horsepower, where greater than ⅛.

(d) Speed

(e) Full-load current
(f) Proper code letter
(g) An indication if there is inherent protection.
(h) Phase

and any other pertinent information which would be necessary for the proper installation and maintenance of the machine.

88-94302. Identifying Code Letters. Code letters marked on motor nameplates to show motor input with locked rotor shall be in accordance with the following table:

| *Code Letter* | *Kilovolt-Amperes Per Horsepower with Locked Rotor* |
|---|---|
| A | 0 - 3.14 |
| B | 3.15 - 3.54 |
| C | 3.55 - 3.99 |
| D | 4.0 - 4.49 |
| E | 4.5 - 4.99 |
| F | 5.0 - 5.59 |
| G | 5.6 - 6.29 |
| H | 6.3 - 7.09 |
| J | 7.1 - 7.99 |
| K | 8.0 - 8.99 |
| L | 9.0 - 9.99 |
| M | 10.0 - 11.19 |
| N | 11.2 - 12.49 |
| P | 12.5 - 13.99 |
| R | 14.0 - 15.99 |
| S | 16.0 - 17.99 |
| T | 18.0 - 19.99 |
| U | 20.0 - 22.39 |
| V | 22.4 - and up |

(1) Multi-speed motors shall be marked with the code letter designating the locked-rotor KVA per horsepower for the highest speed, except constant horsepower motors which shall be marked with the code letter giving the highest locked-rotor KVA per horsepower.

(2) Single-speed motors starting on Y connection and running on delta connections shall be marked with a code letter corresponding to the locked-rotor KVA per horsepower for the Y connection.

(3) Dual-voltage motors which have a different locked-rotor KVA per horsepower on the two voltages shall be marked with the code letter for the voltage giving the highest locked-rotor KVA per horsepower.

(4) Motors with 60- and 50-cycle ratings shall be marked with a code letter designating the locked rotor KVA per horsepower on 60 cycles.

(5) Part-winding-start motors shall be marked with a code letter designating the locked-rotor KVA per horsepower that is based upon the locked-rotor current for the full winding of the motor.

88-94303. Terminal Housings. Motor and generator terminal housings shall be large enough to provide the bending room necessary for the largest size conductors required for the motor or generator.

88-94304. Motor Control Centers. A motor control center is an assembly consisting of one or more sections (similar to switchboard construction) containing motor disconnects, starters and/or controls for 2 or more motors.

(a) Prints Required. 3 sets of detailed prints shall be submitted to the Bureau of Electrical Inspection prior to the installation of any motor control center.

(b) Supply Conductors and Internal Bus. The supply conductors and the internal bus bars shall have an ampacity equal to the full-load current of all the motors served by the assembly plus 25% of the full-load current rating of the largest motor served by the assembly.

(c) Disconnects. Each motor served by the assembly shall have a disconnect which disconnects the motor and its comptroller, except that if the assembly serves one machine a single disconnect may be used. If one disconnect is used, it must be an integral part of the assembly. This does not relieve the installer of the responsibility of installing the required disconnect within sight of the motor. (see 87-430.86)

(d) Overcurrent Protection and Disconnect of Supply Conductors. The conductors supplying a motor control center shall be protected by overcurrent devices which will provide the time lag necessary to permit the starting of all motors and will afford adequate protection for the conductors. A readily accessible means of disconnecting all such conductors and overcurrent devices shall be supplied.

(e) Working Space. Working space as defined in other sections of this code shall be provided around each such assembly. No assembly shall be more than eight feet high, except that this height limitation may be exceeded provided no switch handle, pushbutton, reset button, etc., is more than 6′6″ from the floor, and provided further that special permission is obtained prior to installation.

(f) Bus Bars. Bus bars shall be completely covered, when installed in compartments or sections into which insulated conductors are introduced. All bus bars shall be braced to withstand the available fault current.

(g) Wiring Space. Wiring spaces and gutters shall be provided so that no foreign wires shall be installed in controller or switch enclosures. Wiring spaces, trough and gutters shall conform to the provisions of 87-373.6.

(h) Control Voltage. If the control circuit does not leave the enclosure of the assembly, the control voltage may exceed 150 volts to ground, but may not exceed 300 volts to ground.

88-94305. Auto-Transformer Design. An auto-transformer starter shall provide an off position, a running position, and at least one starting position. It shall be so designed that it cannot rest in the starting position or in any position which will render inoperative the overcurrent protective device in the circuit.

88-94306. Rheostats. Rheostats shall conform to the following:

(a) Internal Connections. Motor-starting rheostats shall be so designed that the contact arm cannot be left on intermediate segments. The point or plate on which the arm rests when in the starting position shall have no electrical connection with the resistor.

(b) Under Voltage Release. Motor-starting rheostats for direct-current motors operated from a constant voltage supply shall be equipped with the automatic devices which will interrupt the supply before the speed of the motor has fallen to less than one-third its normal value.

88-94501. Transformers. Transformers shall be provided with a non-combustible moisture-resistant case or enclosure which will provide reasonable protection against the accidental insertion of foreign objects.

88-94502. Temperature. Where the exterior temperature of a transformer, not in a vault, under full-load conditions may exceed 100 degrees F, protection in the form of screening or barriers shall be provided so as to make accidental contact with the case of the transformer impossible.

88-94503. Leads. The primary leads of transformers supplying Class 2 remote-control and signal circuits may be smaller than #14 but not smaller than #18, provided they are not over 12″ long, have insulation at least equal to type RF-2. Transformer leads either primary or secondary shall not have insulation of a green color.

88-94601. Capacitors. Cases and Supports. Capacitors shall be provided with non-combustible cases and supports.

88-94701. Resistors and Reactors. Contracts. Fixed and movable contacts shall be so designed that arcing will be kept at a minimum.

88-94602. Materials. Reactors shall be composed of non-combustible materials and shall be mounted on non-combustible bases.

88-96001. Signs. Signs, either indoor or outdoor shall conform to the provisions of 86.1 and 88-600 to 88-606 of this code.

88-97001. Emergency Lighting Equipment. All equipment and devices used in conjunction with Emergency Lighting Systems shall be submitted for approval by the Bureau of Electrical Inspection at the time the prints for such installation are submitted. (see 88-700.9).

88-97101. Equipment Operating at More Than 600 Volts. Unless there is a nationally recognized standard for the type and rating of such equipment (conductors, devices, switches, etc.,) all such equipment shall be submtited to the Bureau for special examination.

88-99999. Penalty. Any person, individual, company or corporation who violates any of the provisions of this chapter, or who owns, operates, installs, sells, or offers for sale, gives away gratis or maintains any electrical wiring, apparatus, equipment or appliances found to be dangerous to life and property, shall, upon conviction, be fined not more than fifty dollars, and every person shall be deemed guilty of a separate offense for each and every day such violation shall continue, and shall be subject to the penalty of this section for each and every separate offense and so much of any electrical installation as may be erected or altered and maintained in violation of this chapter shall be condemned and the Electrical Inspection Bureau is hereby empowered to cut off and discontinue current to such electrical wires and apparatus in violation of the Chapter."

SECTION 207. That Section 88-10 of the Municipal Code of Chicago is amended so as to read as follows:

"88-10. Tables and Diagrams.

Table #1. Ampacities of Copper Conductors. (Insulated and not more than three conductors in a raceway or cable)

Size Temperature Ratings of Conductors

| AWG MCM | 60°C (140°F) | 75°C (167°F) | 85°C (185°F) 90°C (194°F) | 110°C (230°F) | 125°C (257°F) | 200°C (392°F) |
|---|---|---|---|---|---|---|
| | Rubber Type RUW (14–2)<br>Thermo-plastic Type T Type TW | Rubber Type RH<br>RUH (14–2)<br>Type RHW Thermo-plastic Type THW<br>THWN | Paper<br>Var-Cam Type V<br>MI Cable<br>Thermo-plastic Asbestos Type TA<br>Thermo-plastic Type TBS<br>Silicone Type SA<br>Asbestos Var-Cam Type AVB SIS FEP† FEPB† RHH† THHN† XHHW† | Asbestos Var-Cam Type AVA Type AVL | Impreg-nated Asbestos Type AI (14–8) Type AIA | Asbestos Type A (14–8) Type AA<br>FEP* FEPB* |
| 14 | 15 | 15 | 25 † | 30 | 30 | 30 |
| 12 | 20 | 20 | 30 † | 35 | 40 | 40 |
| 10 | 30 | 30 | 40 † | 45 | 50 | 55 |
| 8 | 40 | 45 | 50 | 60 | 65 | 70 |
| 6 | 55 | 65 | 70 | 80 | 85 | 95 |
| 4 | 70 | 85 | 90 | 105 | 115 | 120 |
| 3 | 80 | 100 | 105 | 120 | 130 | 145 |
| 2 | 95 | 115 | 120 | 135 | 145 | 165 |
| 1 | 110 | 130 | 140 | 160 | 170 | 190 |
| 0 | 125 | 150 | 155 | 190 | 200 | 225 |
| 00 | 145 | 175 | 185 | 215 | 230 | 250 |
| 000 | 165 | 200 | 210 | 245 | 265 | 285 |
| 0000 | 195 | 230 | 235 | 275 | 310 | 340 |
| 250 | 215 | 255 | 270 | 315 | 335 | .... |
| 300 | 240 | 285 | 300 | 345 | 380 | .... |
| 350 | 260 | 310 | 325 | 390 | 420 | .... |
| 400 | 280 | 335 | 360 | 420 | 450 | .... |
| 500 | 320 | 380 | 405 | 470 | 500 | .... |
| 600 | 355 | 420 | 455 | 525 | 545 | .... |
| 700 | 385 | 460 | 490 | 560 | 600 | .... |
| 750 | 400 | 475 | 500 | 580 | 620 | .... |
| 800 | 410 | 490 | 515 | 600 | 640 | .... |
| 900 | 435 | 520 | 555 | .... | .... | .... |
| 1000 | 455 | 545 | 585 | 680 | 730 | .... |
| 1250 | 495 | 590 | 645 | .... | .... | .... |
| 1500 | 520 | 625 | 700 | 785 | .... | .... |
| 1750 | 545 | 650 | 735 | .... | .... | .... |
| 2000 | 560 | 665 | 775 | 840 | .... | .... |

*Special Use Only.

†The ampacities for Types FEP, FEPB, RHH, THHN, and XHHW conductors for sizes AWG 14, 12 and 10 shall be the same as designated for 75 degree C conductors in this Table.

For ambient temperatures over 30 degree C, see Correction Table.

### Table #1a. Ampacities of Aluminum Conductors. (Insulated and not more than three conductors in a raceway or cable)

Size Temperature Rating of conductors

| AWG MCM | 60°C (140°F) | 75°C (167°F) | 85°C (185°F) | 90°C (194°F) | 110°C (230°F) | 125°C (257°F) | 200°C (392°F) |
|---|---|---|---|---|---|---|---|
| | Rubber RUW (12-2)<br>Thermo-plastic Type T TW | Rubber Type RH<br>RUH (12-2)<br>Type RHW Thermo-plastic Type THW<br>THWN | Paper<br>Var-Cam Type V<br>MI Cable | Thermo-plastic Asbestos Type TA<br>Thermo-plastic Type TBS<br>Silicone Type SA<br>Asbestos Var-Cam Type AVB SIS RHH† THHN† XHHW† | Asbestos Var-Cam Type AVA Type AVL | Impregnated Asbestos Type AI (12-8) Type AIA | Asbestos Type A (12-8) Type AA |
| 12 | 15 | 15 | 25† | | 25 | 30 | 30 |
| 10 | 25 | 25 | 30† | | 35 | 40 | 45 |
| 8 | 30 | 40 | 40 | | 45 | 50 | 55 |
| 6 | 40 | 50 | 55 | | 60 | 65 | 75 |
| 4 | 55 | 65 | 70 | | 80 | 90 | 95 |
| 3 | 65 | 75 | 80 | | 95 | 100 | 115 |
| *2 | 75 | 90 | 95 | | 105 | 115 | 130 |
| *1 | 85 | 100 | 110 | | 125 | 135 | 150 |
| *0 | 100 | 120 | 125 | | 150 | 160 | 180 |
| *00 | 115 | 135 | 145 | | 170 | 180 | 200 |
| *000 | 130 | 155 | 165 | | 195 | 210 | 225 |
| *0000 | 155 | 180 | 185 | | 215 | 245 | 270 |
| 250 | 170 | 205 | 215 | | 250 | 270 | .... |
| 300 | 190 | 230 | 240 | | 275 | 305 | .... |
| 350 | 210 | 250 | 260 | | 310 | 335 | .... |
| 400 | 225 | 270 | 290 | | 335 | 360 | .... |
| 500 | 260 | 310 | 330 | | 380 | 405 | .... |
| 600 | 285 | 340 | 370 | | 425 | 440 | .... |
| 700 | 310 | 375 | 395 | | 455 | 485 | .... |
| 750 | 320 | 385 | 405 | | 470 | 500 | .... |
| 800 | 330 | 395 | 415 | | 485 | 520 | .... |
| 900 | 355 | 425 | 455 | | .... | .... | .... |
| 1000 | 375 | 445 | 480 | | 560 | 600 | .... |
| 1250 | 405 | 485 | 530 | | .... | .... | .... |
| 1500 | 435 | 520 | 580 | | 650 | .... | .... |
| 1750 | 455 | 545 | 615 | | .... | .... | .... |
| 2000 | 470 | 560 | 650 | | 705 | .... | .... |

* For three wire, single phase service, the allowable ampacity of RH, RHH, RHW, and THW aluminum conductors shall be for sizes #2-100 Amp., #1-110 Amp., #1/0-125 Amp., #2/0-150 Amp., #3/0-170 Amp. and #4/0-200 Amp.

† The ampacities for Types RHH, THHN, and XHHW conductors for sizes AWG 12 and 10 shall be the same as designated for 75°C conductors in this Table.

For ambient temperatures over 30 degrees C, see the temperature correction table.

### Table #2. Ampacity of Insulated Copper Conductors. (Single conductors in free air) (Based on an Ambient of 30 degrees C.)

Size Temperature Ratings of Conductors

| AWG MCM | 60°C (140°F) | 75°C (167°F) | 85°C (185°F) | 90°C (194°F) | 110°C (230°F) | 125°C (257°F) | 200°C (392°F) |
|---|---|---|---|---|---|---|---|
| | Rubber Type RUW (14-2)<br>Thermo-plastic Type T Type TW | Rubber Type RH<br>RUH (14-2)<br>Type RHW Thermo-plastic Type THW<br>THWN | Paper<br>Var-Cam Type V<br>MI Cable | Thermo-plastic Asbestos Type TA<br>Thermo-plastic Type TBS<br>Silicone Type SA<br>Asbestos Var-Cam Type AVB SIS FEP† FEPB† RHH† THHN† XHHW† | Asbestos Var-Cam Type AVA Type AVL | Impregnated Asbestos Type AI (14-8) Type AIA | Asbestos Type A (14-8) Type AA<br>FEP* FEPB* |
| 14 | 20 | 20 | 30† | | 40 | 40 | 45 |
| 12 | 25 | 25 | 40† | | 50 | 50 | 55 |
| 10 | 40 | 40 | 55† | | 65 | 70 | 75 |
| 8 | 55 | 65 | 70 | | 85 | 90 | 100 |
| 6 | 80 | 95 | 100 | | 120 | 125 | 135 |
| 4 | 105 | 125 | 135 | | 160 | 170 | 180 |
| 3 | 120 | 145 | 155 | | 180 | 195 | 210 |
| 2 | 140 | 170 | 180 | | 210 | 225 | 240 |
| 1 | 165 | 195 | 210 | | 245 | 265 | 280 |
| 0 | 195 | 230 | 245 | | 285 | 305 | 325 |
| 00 | 225 | 265 | 285 | | 330 | 355 | 370 |
| 000 | 260 | 310 | 330 | | 385 | 410 | 430 |
| 0000 | 300 | 360 | 385 | | 445 | 475 | 510 |
| 250 | 340 | 405 | 425 | | 495 | 530 | .... |
| 300 | 375 | 445 | 480 | | 555 | 590 | .... |
| 350 | 420 | 505 | 530 | | 610 | 655 | .... |
| 400 | 455 | 545 | 575 | | 665 | 710 | .... |
| 500 | 515 | 620 | 660 | | 765 | 815 | .... |
| 600 | 575 | 690 | 740 | | 855 | 910 | .... |
| 700 | 630 | 755 | 815 | | 940 | 1005 | .... |
| 750 | 655 | 785 | 845 | | 980 | 1045 | .... |
| 800 | 680 | 815 | 880 | | 1020 | 1085 | .... |
| 900 | 730 | 870 | 940 | | .... | .... | .... |
| 1000 | 780 | 935 | 1000 | | 1165 | 1240 | .... |
| 1250 | 890 | 1065 | 1130 | | .... | .... | .... |
| 1500 | 980 | 1175 | 1260 | | 1450 | .... | .... |
| 1750 | 1070 | 1280 | 1370 | | .... | .... | .... |
| 2000 | 1155 | 1385 | 1470 | | 1715 | .... | .... |

*Special Use Only.

†The ampacities for Types FEP, FEPB, RHH, THHN, and XHHW conductors for sizes AWG 14, 12 and 10 shall be the same as designated for 75 degree C conductors in this Table.

Temperature Correction Table.

### Table #2a. Ampacities of Insulated Aluminum Conductors.

(Single conductor in free air)

(Based on an ambient temperature of 30 degrees C.)

<table>
<tr><th>Size</th><th colspan="7">Temperarture Rating of Conductors</th></tr>
<tr><th>AWG<br>MCM</th><th>60°C<br>(140°F)</th><th>75°C<br>(167°F)</th><th>85°C<br>(185°F)</th><th>90°C<br>(194°F)</th><th>110°C<br>(230°F)</th><th>125°C<br>(257°F)</th><th>200°C<br>(392°F)</th></tr>
<tr><td></td><td>Rubber RUW (12-2)<br>Thermoplastic Type T, TW</td><td>Rubber Type RH<br>RUH (12-2)<br>Type RHW<br>Thermoplastic Type THW<br>THWN</td><td>Paper<br>Var-Cam Type V<br>MI Cable</td><td>Thermoplastic Asbestos Type TA<br>Thermoplastic Type TBS<br>Silicone Type SA<br>Asbestos Var-Cam Type AVB SIS RHH† THHN† XHHW†</td><td>Asbestos Var-Cam Type AVA Type AVL</td><td>Impregnated Asbestos Type AI (12-8) Type AIA</td><td>Asbestos Type A (12-8) Type AA</td></tr>
<tr><td>12</td><td>20</td><td>20</td><td colspan="2">30†</td><td>40</td><td>40</td><td>45</td></tr>
<tr><td>10</td><td>30</td><td>30</td><td colspan="2">45†</td><td>50</td><td>55</td><td>60</td></tr>
<tr><td>8</td><td>45</td><td>55</td><td colspan="2">55</td><td>65</td><td>70</td><td>80</td></tr>
<tr><td>6</td><td>60</td><td>75</td><td colspan="2">80</td><td>95</td><td>100</td><td>105</td></tr>
<tr><td>4</td><td>80</td><td>100</td><td colspan="2">105</td><td>125</td><td>135</td><td>140</td></tr>
<tr><td>3</td><td>95</td><td>115</td><td colspan="2">120</td><td>140</td><td>150</td><td>165</td></tr>
<tr><td>2</td><td>110</td><td>135</td><td colspan="2">140</td><td>165</td><td>175</td><td>185</td></tr>
<tr><td>1</td><td>130</td><td>155</td><td colspan="2">165</td><td>190</td><td>205</td><td>220</td></tr>
<tr><td>0</td><td>150</td><td>180</td><td colspan="2">190</td><td>220</td><td>240</td><td>255</td></tr>
<tr><td>00</td><td>175</td><td>210</td><td colspan="2">220</td><td>255</td><td>275</td><td>290</td></tr>
<tr><td>000</td><td>200</td><td>240</td><td colspan="2">255</td><td>300</td><td>320</td><td>335</td></tr>
<tr><td>0000</td><td>230</td><td>280</td><td colspan="2">300</td><td>345</td><td>370</td><td>400</td></tr>
<tr><td>250</td><td>265</td><td>315</td><td colspan="2">330</td><td>385</td><td>415</td><td>....</td></tr>
<tr><td>300</td><td>290</td><td>350</td><td colspan="2">375</td><td>435</td><td>460</td><td>....</td></tr>
<tr><td>350</td><td>330</td><td>395</td><td colspan="2">415</td><td>475</td><td>510</td><td>....</td></tr>
<tr><td>400</td><td>355</td><td>425</td><td colspan="2">450</td><td>520</td><td>555</td><td>....</td></tr>
<tr><td>500</td><td>405</td><td>485</td><td colspan="2">515</td><td>595</td><td>635</td><td>....</td></tr>
<tr><td>600</td><td>455</td><td>545</td><td colspan="2">585</td><td>675</td><td>720</td><td>....</td></tr>
<tr><td>700</td><td>500</td><td>595</td><td colspan="2">645</td><td>745</td><td>795</td><td>....</td></tr>
<tr><td>750</td><td>515</td><td>620</td><td colspan="2">670</td><td>775</td><td>825</td><td>....</td></tr>
<tr><td>800</td><td>535</td><td>645</td><td colspan="2">695</td><td>805</td><td>855</td><td>....</td></tr>
<tr><td>900</td><td>580</td><td>700</td><td colspan="2">750</td><td>....</td><td>....</td><td>....</td></tr>
<tr><td>1000</td><td>625</td><td>750</td><td colspan="2">800</td><td>930</td><td>990</td><td>....</td></tr>
<tr><td>1250</td><td>710</td><td>855</td><td colspan="2">905</td><td>....</td><td>....</td><td>....</td></tr>
<tr><td>1500</td><td>795</td><td>950</td><td colspan="2">1020</td><td>1175</td><td>....</td><td>....</td></tr>
<tr><td>1750</td><td>875</td><td>1050</td><td colspan="2">1125</td><td>....</td><td>....</td><td>....</td></tr>
<tr><td>2000</td><td>960</td><td>1150</td><td colspan="2">1220</td><td>1425</td><td>....</td><td>....</td></tr>
</table>

† The ampacities for Types RHH, THHN, and XHHW conductors for sizes AWG 12 and 10 shall be the same as designated for 75°C conductors in this Table.

### Notes to Tables 1, 1a, 2 and 2a.

1. Bare Conductors. Where bare conductors are used with insulated conductors, their allowable ampacity shall be limited to that permitted for the insulated conductors of the same size.

2. Application of Tables. For open wiring on insulators and for concealed knob-and-tube work, the allowable ampacity of Tables 2 and 2a shall be used for all other recognized wiring methods, the allowable ampacity of Tables 1 and 1a shall be used, unless otherwise provided in this code.

3. M1 Cable. The temperature limitation on which the ampacities of Type MI cable are based is determined by the insulating materials used in the end seal. Termination fittings incorporating unimpregnated organic insulating materials are limited to 85 degrees C. operation.

4. Ultimate Insulation Temperature. In no case shall conductors be associated together in such a way with respect to the kind of circuit, the wiring method employed, or the number of conductors that the limiting temperature of the conductors will be exceeded.

5. Use of Conductors with Higher Operating Temperatures. Where the room temperature is within 10 degrees C. of the maximum allowable operating temperature of the insulation, it is desirable to use an insulation with a higher maximum allowable operating temperature. If the current is reduced in accordance with the Correction Factors in the following Table, any approved insulation may be used in a room having an ambient temperature which approaches the maximum allowable operating temperature of that insulation.

CORRECTION FACTORS, ROOM TEMPS. OVER 30° C. 86° F.

| C. | F. | | | | | | |
|---|---|---|---|---|---|---|---|
| 40 | 104 | .82 | .88 | .90 | .94 | .95 | .... |
| 45 | 113 | .71 | .82 | .85 | .90 | .92 | .... |
| 50 | 122 | .58 | .75 | .80 | .87 | .89 | .... |
| 55 | 131 | .41 | .67 | .74 | .83 | .86 | .... |
| 60 | 140 | .... | .58 | .67 | .79 | .83 | .91 |
| 70 | 158 | .... | .35 | .52 | .71 | .76 | .87 |
| 75 | 167 | .... | .... | .43 | .66 | .72 | .86 |
| 80 | 176 | .... | .... | .30 | .61 | .69 | .84 |
| 90 | 194 | .... | .... | .... | .50 | .61 | .80 |
| 100 | 212 | .... | .... | .... | .... | .51 | .77 |
| 120 | 248 | .... | .... | .... | .... | .... | .69 |
| 140 | 284 | .... | .... | .... | .... | .... | .59 |
| INSULATION RATING | | 60° | 75° | 90° | 110° | 125° | 200° |

6. Ampacity. The maximum continuous current carrying capacity of conductors.

7. Neutral Conductor. A neutral conductor which carries only the unbalanced current from other conductors, as in the case of normally balanced circuits of three or more conductors, shall not be counted in determining ampacities. In a three wire circuit consisting of two phase wires and a neutral of a four wire, three phase wire connected system, a common conductor carries approximately the same current as the other conductor and is not therefore considered as a neutral conductor.

8. More than Three Conductors in a Raceway. Tables 1 and 1a give the ampacities for not more than three conductors in a raceway or cable. If the number of conductors is from four to six, the ampacity of each conductor shall be reduced to 80% of the values in Tables 1 and 1a. If the number of conductors is from seven to nine, the ampacity of each conductor shall be reduced to 70% of the values in Tables 1 and 1a. Except as is permitted in other sections of this code, no more than nine current carrying conductors shall be installed in any conduit.

9. Voltage Drop. The ampacities in Tables 1, 1a, 2 and 2a are based upon temperature alone and do not take voltage drop into consideration.

10. Overcurrent Protection. If the standard rating or settings of overcurrent devices do not correspond with the ratings or setting allowed for conductors, the next higher standard rating or setting may be used, but shall not exceed 150% of the ampacity of the conductor.

11. Deterioration of Insulation. It should be noted that even the best grade of insulation will deteriorate in time and will eventually have to be replaced.

Table #4a. Conduit Fill For New Work.
Rubber Covered Conductors
Types RF-2, RFH-2, RH, RHH, RHW, RUH and RUW.

| TYPE | WIRE SIZE AWG or MCM | MAXIMUM NUMBER OF CONDUCTORS IN ANY CONDUIT OR TUBING | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | NEUTRAL CONDUCTOR IS NOT CONSIDERED A LOAD CONDUCTOR | | | | | | | | |
| | | 100% AMPACITY | | | 80% AMPACITY | | | 70% AMPACITY | | |
| | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| SOLID | 18 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 |
| | 16 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 |
| | 14 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 3/4 | 3/4 | 3/4 | 3/4 |
| | 12 | 1/2 | 1/2 | 1/2 | 1/2 | 3/4 | 3/4 | 3/4 | 1 | 1 |
| | 10 | 1/2 | 1/2 | 3/4 | 3/4 | 3/4 | 1 | 1 | 1 | 1-1/4 |
| | 8 | 1/2 | 3/4 | 3/4 | 1 | 1-1/4 | 1-1/4 | 1-1/4 | 1-1/4 | 1-1/2 |
| STRANDED | 14 | 1/2 | 1/2 | 1/2 | 3/4 | 3/4 | 3/4 | 1 | 1 | 1 |
| | 12 | 1/2 | 1/2 | 1/2 | 3/4 | 3/4 | 1 | 1 | 1 | 1 |
| | 10 | 1/2 | 1/2 | 3/4 | 3/4 | 3/4 | 1 | 1 | 1 | 1-1/4 |
| | 8 | 1/2 | 3/4 | 3/4 | 1 | 1-1/4 | 1-1/4 | 1-1/4 | 1-1/4 | 1-1/2 |
| | 6 | 1/2 | 1 | 1 | 1-1/4 | 1-1/2 | 1-1/2 | 2 | 2 | 2 |
| | 4 | 1/2 | 1 | 1-1/4 | 1-1/2 | 1-1/2 | 2 | 2 | 2 | 2-1/2 |
| | 3 | 3/4 | 1-1/4 | 1-1/4 | 1-1/2 | 2 | 2 | 2 | 2-1/2 | 2-1/2 |
| | 2 | 3/4 | 1-1/4 | 1-1/4 | 1-1/2 | 2 | 2 | 2-1/2 | 2-1/2 | 2-1/2 |
| | 1 | 3/4 | 1-1/2 | 1-1/2 | 2 | 2 | 2-1/2 | 2-1/2 | 3 | 3 |
| | 0 | 1 | 1-1/2 | 2 | 2 | 2-1/2 | 2-1/2 | 3 | 3 | 3 |
| | 00 | 1 | 1-1/2 | 2 | 2-1/2 | 2-1/2 | 3 | 3 | 3 | 3-1/2 |
| | 000 | 1 | 2 | 2 | 2-1/2 | 3 | 3 | 3 | 3-1/2 | 3-1/2 |
| | 0000 | 1-1/4 | 2 | 2 | 2-1/2 | 3 | 3 | 3-1/2 | 3-1/2 | 4 |
| | 250 | 1-1/4 | 2-1/2 | 2-1/2 | 3 | 3 | 3-1/2 | 4 | 4 | 4-1/2 |
| | 300 | 1-1/4 | 2-1/2 | 2-1/2 | 3 | 3-1/2 | 4 | 4 | 4-1/2 | 4-1/2 |
| | 350 | 1-1/4 | 3 | 3 | 3-1/2 | 3-1/2 | 4 | 4-1/2 | 4-1/2 | 5 |
| | 400 | 1-1/2 | 3 | 3 | 3-1/2 | 4 | 4 | 4-1/2 | 5 | 5 |
| | 500 | 1-1/2 | 3 | 3 | 3-1/2 | 4 | 4-1/2 | 5 | 5 | 6 |
| | 600 | 2 | 3-1/2 | 3-1/2 | 4 | 4-1/2 | 5 | 6 | 6 | 6 |
| | 700 | 2 | 3-1/2 | 3-1/2 | 4-1/2 | 5 | 5 | 6 | 6 | - |
| | 750 | 2 | 3-1/2 | 3-1/2 | 4-1/2 | 5 | 6 | 6 | 6 | - |
| | 800 | 2 | 3-1/2 | 4 | 4-1/2 | 5 | 6 | 6 | - | - |
| | 1000 | 2 | 4 | 4 | 6 | 6 | 6 | - | - | - |

Table # 4b. Conduit Fill For New Work.
Thermoplastic Covered Conductors
Types FEPB (AWG #6 thru #2), T, TF, THW, TW and XHHW(AWG #14 thru #6)

| TYPE | WIRE SIZE AWG or MCM | MAXIMUM NUMBER OF CONDUCTORS IN ANY CONDUIT OR TUBING | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | NEUTRAL CONDUCTOR IS NOT CONSIDERED A LOAD CONDUCTOR | | | | | | | | |
| | | 100% AMPACITY | | | 80% AMPACITY | | | 70% AMPACITY | | |
| | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| SOLID | 18 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 |
| | 16 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 |
| | 14 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 3/4 |
| | 12 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 3/4 | 3/4 |
| | 10 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 3/4 | 3/4 | 3/4 | 3/4 |
| | 8 | 1/2 | 1/2 | 1/2 | 3/4 | 3/4 | 3/4 | 1 | 1 | 1-1/4 |
| STRANDED | 6 | 1/2 | 1 | 1 | 1 | 1-1/4 | 1-1/4 | 1-1/4 | 1-1/2 | 1-1/2 |
| | 4 | 1/2 | 1 | 1 | 1-1/4 | 1-1/4 | 1-1/2 | 1-1/2 | 2 | 2 |
| | 3 | 1/2 | 1 | 1-1/4 | 1-1/4 | 1-1/2 | 1-1/2 | 2 | 2 | 2 |
| | 2 | 1/2 | 1-1/4 | 1-1/4 | 1-1/4 | 1-1/2 | 2 | 2 | 2 | 2 |
| | 1 | 3/4 | 1-1/4 | 1-1/4 | 1-1/2 | 2 | 2 | 2-1/2 | 2-1/2 | 2-1/2 |
| | 0 | 3/4 | 1-1/2 | 1-1/2 | 2 | 2 | 2-1/2 | 2-1/2 | 2-1/2 | 3 |
| | 00 | 3/4 | 1-1/2 | 1-1/2 | 2 | 2-1/2 | 2-1/2 | 3 | 3 | 3 |
| | 000 | 1 | 2 | 2 | 2 | 2-1/2 | 3 | 3 | 3 | 3-1/2 |
| | 0000 | 1 | 2 | 2 | 2-1/2 | 3 | 3 | 3 | 3-1/2 | 3-1/2 |
| | 250 | 1-1/4 | 2 | 2-1/2 | 3 | 3 | 3 | 3-1/2 | 3-1/2 | 4 |
| | 300 | 1-1/4 | 2 | 2-1/2 | 3 | 3 | 3-1/2 | 3-1/2 | 4 | 4 |
| | 350 | 1-1/4 | 2-1/2 | 2-1/2 | 3 | 3-1/2 | 3-1/2 | 4 | 4 | 4-1/2 |
| | 400 | 1-1/4 | 2-1/2 | 3 | 3 | 3-1/2 | 4 | 4 | 4-1/2 | 4-1/2 |
| | 500 | 1-1/2 | 3 | 3 | 3-1/2 | 4 | 4 | 4-1/2 | 5 | 5 |
| | 600 | 1-1/2 | 3 | 3 | 4 | 4-1/2 | 4-1/2 | 5 | 6 | 6 |
| | 700 | 2 | 3-1/2 | 3-1/2 | 4 | 4-1/2 | 5 | 6 | 6 | 6 |
| | 800 | 2 | 3-1/2 | 3-1/2 | 4-1/2 | 5 | 5 | 6 | 6 | - |
| | 1000 | 2 | 4 | 4 | 4-1/2 | 5 | 6 | 6 | - | - |

Table 4c. Conduit Fill For New Work.
Small Diameter Conductors
Types **FEP, TFN, THWN, THHN, PF, PFG, FEPB** (AWG #14 thru #8) and **XHHW** (AWG#4 thru 2000 MCM) for example.

| TYPES | WIRE SIZE AWG or MCM | MAXIMUM NUMBER OF CONDUCTORS IN ANY CONDUIT OR TUBING | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | NEUTRAL CONDUCTOR IS NOT CONSIDERED A LOAD CONDUCTOR | | | | | | | | |
| | | 100% AMPACITY | | | 80% AMPACITY | | | 70% AMPACITY | | |
| | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| SOLID | 14 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 |
| | 12 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 |
| | 10 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 3/4 | 3/4 | 3/4 |
| | 8 | 1/2 | 1/2 | 1/2 | 3/4 | 3/4 | 3/4 | 1 | 1 | 1 |
| STRANDED | 6 | 1/2 | 1/2 | 3/4 | 3/4 | 1 | 1 | 1-1/4 | 1-1/4 | 1-1/4 |
| | 4 | 1/2 | 3/4 | 1 | 1 | 1-1/4 | 1-1/4 | 1-1/4 | 1-1/2 | 1-1/2 |
| | 3 | 1/2 | 3/4 | 1 | 1-1/4 | 1-1/4 | 1-1/4 | 1-1/2 | 1-1/2 | 2 |
| | 2 | 1/2 | 3/4 | 1 | 1-1/4 | 1-1/4 | 1-1/2 | 2 | 2 | 2 |
| | 1 | 1/2 | 1 | 1-1/4 | 1-1/2 | 1-1/2 | 2 | 2 | 2 | 2-1/2 |
| | 0 | 3/4 | 1-1/4 | 1-1/4 | 1-1/2 | 2 | 2 | 2 | 2-1/2 | 2-1/2 |
| | 00 | 3/4 | 1-1/4 | 1-1/2 | 2 | 2 | 2-1/2 | 2-1/2 | 2-1/2 | 3 |
| | 000 | 3/4 | 1-1/2 | 1-1/2 | 2 | 2-1/2 | 2-1/2 | 2-1/2 | 3 | 3 |
| | 0000 | 1 | 2 | 2 | 2 | 2-1/2 | 3 | 3 | 3 | 3-1/2 |
| | 250 | 1 | 2 | 2 | 2-1/2 | 3 | 3 | 3 | 3-1/2 | 3-1/2 |
| | 300 | 1-1/4 | 2 | 2-1/2 | 2-1/2 | 3 | 3 | 3-1/2 | 3-1/2 | 4 |
| | 350 | 1-1/4 | 2-1/2 | 2-1/2 | 3 | 3 | 3-1/2 | 3-1/2 | 4 | 4 |
| | 400 | 1-1/4 | 2-1/2 | 2-1/2 | 3 | 3-1/2 | 3-1/2 | 4 | 4 | 4-1/2 |
| | 500 | 1-1/4 | 2-1/2 | 3 | 3 | 3-1/2 | 4 | 4 | 4-1/2 | 5 |

### TABLE 5. NUMBER OF CONDUCTORS IN CONDUIT OR TUBING OR UNDERGROUND DUCT

### Lead-Covered Types RL and RHL........600 Volt.

| Size AWG MCM | Number of Conductors in One Conduit or Tubing | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Single Conductor Cable | | | | 2-Conductor Cable | | | | 3-Conductor Cable | | | |
| | 1 | 2 | 3 | 4 | 1 | 2 | 3 | 4 | 1 | 2 | 3 | 4 |
| 14 | ½ | ¾ | ¾ | 1 | ¾ | 1 | 1 | 1¼ | ¾ | 1¼ | 1½ | 1½ |
| 12 | ½ | ¾ | ¾ | 1 | ¾ | 1 | 1¼ | 1¼ | 1 | 1¼ | 1½ | 2 |
| 10 | ½ | ¾ | 1 | 1 | ¾ | 1¼ | 1¼ | 1½ | 1 | 1½ | 2 | 2 |
| 8 | ½ | 1 | 1¼ | 1½ | 1 | 1¼ | 1½ | 2 | 1 | 2 | 2 | 2½ |
| 6 | ¾ | 1¼ | 1½ | 1½ | 1¼ | 1½ | 2 | 2½ | 1¼ | 2½ | 3 | 3 |
| 4 | ¾ | 1¼ | 1½ | 1½ | 1¼ | 2 | 2½ | 2½ | 1½ | 3 | 3 | 3½ |
| 3 | ¾ | 1¼ | 1½ | 2 | 1¼ | 2 | 2½ | 3 | 1½ | 3 | 3 | 3½ |
| 2 | 1 | 1¼ | 1½ | 2 | 1¼ | 2 | 2½ | 3 | 1½ | 3 | 3½ | 4 |
| 1 | 1 | 1½ | 2 | 2 | 1½ | 2½ | 3 | 3½ | 2 | 3½ | 4 | 4½ |
| 0 | 1 | 2 | 2 | 2½ | 2 | 2½ | 3 | 3½ | 2 | 4 | 4½ | 5 |
| 00 | 1 | 2 | 2 | 2½ | 2 | 3 | 3½ | 4 | 2½ | 4 | 4½ | 5 |
| 000 | 1¼ | 2 | 2½ | 2½ | 2 | 3 | 3½ | 4 | 2½ | 4½ | 4½ | 6 |
| 0000 | 1¼ | 2½ | 2½ | 3 | 2½ | 3 | 3½ | 4½ | 3 | 5 | 6 | 6 |
| 250 | 1¼ | 2½ | 3 | 3 | ... | ... | .... | ... | 3 | 6 | 6 | ... |
| 300 | 1½ | 3 | 3 | 3½ | ... | ... | ... | ... | 3½ | 6 | 6 | ... |
| 350 | 1½ | 3 | 3 | 3½ | ... | ... | ... | ... | 3½ | 6 | 6 | ... |
| 400 | 1½ | 3 | 3 | 3½ | ... | ... | ... | ... | 3½ | 6 | 6 | ... |
| 500 | 1½ | 3 | 3½ | 4 | ... | ... | ... | ... | 4 | 6 | ... | ... |
| 600 | 2 | 3½ | 4 | 4½ | ... | ... | ... | ... | ... | ... | ... | ... |
| 700 | 2 | 4 | 4 | 5 | ... | ... | ... | ... | ... | ... | ... | ... |
| 750 | 2 | 4 | 4 | 5 | ... | ... | ... | ... | ... | ... | ... | ... |
| 800 | 2 | 4 | 4½ | 5 | ... | ... | ... | ... | ... | ... | ... | ... |
| 900 | 2½ | 4 | 4½ | 5 | ... | ... | ... | ... | ... | ... | ... | ... |
| 1000 | 2½ | 4½ | 4½ | 6 | ... | ... | ... | ... | ... | ... | ... | ... |
| 1250 | 3 | 5 | 5 | 6 | ... | ... | ... | ... | ... | ... | ... | ... |
| 1500 | 3 | 5 | 6 | 6 | ... | ... | ... | ... | ... | ... | ... | ... |
| 1750 | 3 | 6 | 6 | ... | ... | ... | ... | ... | ... | ... | ... | ... |
| 2000 | 3½ | 6 | 6 | ... | ... | ... | ... | ... | ... | ... | ... | ... |

See Sections 87-346.6 and 87-348.6.

See Section 87-346.10 for bends in conduit.

Table 5. The above sizes apply to straight runs or with nominal offsets equivalent to not more than two quarter-bends.

### TABLE 9. NUMBER OF CONDUCTORS IN CONDUCT OR TUBING.

### More Than 9 Conductors.

### Building Wire Types, Approved for Installation in Raceways

(See Section 87-300.12)

| Size AWG | Maximum Number of Conductors in Conduit or Tubing | | | | | | |
|---|---|---|---|---|---|---|---|
| | ¾ Inch | 1 Inch | 1¼ Inch | 1½ Inch | 2 Inch | 2½ Inch | 3 Inch |
| 18 | 12 | 20 | 35 | 49 | 80 | 115 | 176 |
| 16 | 10 | 17 | 30 | 41 | 68 | 97 | 150 |
| 14 | .. | 10 | 18 | 25 | 40 | 59 | 90 |
| 12 | .. | .. | 15 | 21 | 35 | 50 | 77 |
| 10 | .. | .. | 13 | 17 | 29 | 41 | 64 |
| 8 | .. | .. | .. | 10 | 17 | 25 | 38 |
| 6 | .. | .. | .. | .. | .. | 15 | 23 |

More than nine conductors are permitted in a single conduit only for conductors between a motor and its controller; stage pocket and border circuits, (88-520.12); elevator control conductors, (88-620.14).

### TABLE 11. COMBINATIONS OF CONDUCTORS.

For groups or combinations of conductors not included in Tables 4 to 9, the conduit or tubing shall be of such size that the sum of the cross-sectional areas of the individual conductors will not be more than the percentage of the interior cross-sectional area of the conduit or tubing than as shown in the following table:

Per Cent Area of Conduit or Tubing

| | Number of Conductors | | | | |
|---|---|---|---|---|---|
| | 1 | 2 | 3 | 4 | Over 4 |
| Conductors (not lead covered)...... | 53 | 31 | 43 | 40 | 40 |
| Lead-covered conductors........... | 55 | 30 | 40 | 38 | 35 |
| For rewiring existing raceways for increased load where it is impracticable to increase the size of the raceway due to structural conditions .. | 60 | 40 | 50 | 50 | 50 |

See Note to Table 13 for size of conduit or tubing for combinations of conductors not included in Table 4.

See Tables 12 to 19 for dimensions of conductors, conduit and tubing.

Table 11. For carrying capacity of more than three conductors in a conduit or tubing, see Tables 1 and 2, Note 4.

### TABLE 12—DIMENSIONS AND PER CENT AREA OF CONDUIT AND TUBING.

Areas of Conduit or Tubing for the Combinations of Wires Permitted by Table 11

| Trade Size | Internal Diameter Inches | Area—Square Inches | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | Total 100 % | Not Lead Covered | | | | Lead Covered | | | | |
| | | | 1 Cond. 53 % | 2 Cond. 31 % | 3 Cond. 43 % | 4 Cond. and Over 40 % | 1 Cond. 55 % | 2 Cond. 30 % | 3 Cond. 40 % | 4 Cond. 38 % | Over 4 Cond. 35 % |
| ½ | .622 | .30 | .16 | .09 | .13 | .12 | .17 | .09 | .12 | .11 | .11 |
| ¾ | .824 | .53 | .28 | .16 | .23 | .21 | .29 | .16 | .21 | .20 | .19 |
| 1 | 1.049 | .86 | .46 | .27 | .37 | .34 | .47 | .26 | .34 | .33 | .30 |
| 1¼ | 1.380 | 1.50 | .80 | .47 | .65 | .60 | .83 | .45 | .60 | .57 | .53 |
| 1½ | 1.610 | 2.04 | 1.08 | .63 | .88 | .82 | 1.12 | .61 | .82 | .78 | .71 |
| 2 | 2.067 | 3.36 | 1.78 | 1.04 | 1.44 | 1.34 | 1.85 | 1.01 | 1.34 | 1.23 | 1.18 |
| 2½ | 2.469 | 4.79 | 2.54 | 1.48 | 2.06 | 1.92 | 2.63 | 1.44 | 1.92 | 1.82 | 1.68 |
| 3 | 2.068 | 7.38 | 3.91 | 2.29 | 3.17 | 2.95 | 4.06 | 2.21 | 2.95 | 2.80 | 2.58 |
| 3½ | 3.548 | 9.90 | 5.25 | 3.07 | 4.26 | 3.96 | 5.44 | 2.97 | 3.96 | 3.76 | 3.47 |
| 4 | 4.026 | 12.72 | 6.74 | 3.94 | 5.47 | 5.09 | 7.00 | 3.82 | 5.09 | 4.83 | 4.45 |
| 4½ | 4.506 | 15.95 | 8.45 | 4.94 | 6.86 | 6.33 | 8.77 | 4.78 | 6.38 | 6.06 | 5.57 |
| 5 | 5.047 | 20.00 | 10.60 | 6.20 | 8.60 | 8.00 | 11.00 | 6.00 | 8.00 | 7.60 | 7.00 |
| 6 | 6.065 | 28.89 | 15.31 | 8.96 | 12.42 | 11.56 | 15.89 | 8.67 | 11.56 | 10.98 | 10.11 |

See Table 4

Tables 12 to 17. Tables 12 to 17 give the nominal size of conductors and conduit or tubing recommended for use in computing size of conduit or tubing for various combinations of conductors. The dimensions represent average conditions only, and while variations will be found in dimensions of conductors and conduits of different manufacture, these variations will not affect the computations.

## Table #13. Dimensions of Rubber Covered and Thermoplastic Covered Conductors.

| | Types RF-2, RFH-2, RH, RHH,*** RHW,*** SF2 | | | Types TF, T, THW,† TW, RUH,** RUW** | | Types TFN, THHN, THWN | | Types FEP, FEPB, PF, PGF | | | | Type XHHW | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Size AWG MCM | Approx. Diam. Inches | | Approx. Area Sq. In. | Approx. Diam. Inches | Approx. Area Sq. In. | Approx. Diam. Inches | Approx. Area Sq. In. | Approx. Diam. Inches | | Approx. Area Sq. Inches | | Approx. Diam. Inches | Approx. Area Sq. In. |
| Col. 1 | Col. 2 | | Col. 3 | Col. 4 | Col. 5 | Col. 6 | Col. 7 | Col. 8 | | Col. 9 | | Col. 10 | Col. 11 |
| 18 | .146 | | .0167 | .106 | .0088 | .089 | .0064 | .081 | | .0052 | | ... | .... |
| 16 | .158 | | .0196 | .118 | .0109 | .100 | .0079 | .092 | | .0066 | | ... | .... |
| 14 | 2/64 in. | .171 | .0230 | .131 | .0135 | .105 | .0087 | .105 | .105 | .0087 | .0087 | | |
| 14 | 3/64 in. | .204* | .0327* | ... | .... | ... | .... | ... | ... | .... | .... | | |
| 14 | ...... | ..... | .... | .162† | .0206† | ... | .... | ... | ... | .... | .... | .129 | .0131 |
| 12 | 2/64 in. | .188 | .0278 | .148 | .0172 | .122 | .0117 | .121 | .121 | .0115 | .0115 | | |
| 12 | 3/64 in. | .221* | .0384* | ... | .... | ... | .... | ... | ... | .... | .... | | |
| 12 | ...... | .... | .... | .179† | .0251† | ... | .... | .... | ... | .... | .... | .146 | .0167 |
| 10 | ...... | .242 | .0460 | .168 | .0224 | .153 | .0184 | .142 | .142 | .0159 | .0159 | | |
| 10 | ...... | .... | .... | .199† | .0311† | ... | .... | ... | ... | .... | .... | .166 | .0216 |
| 8 | ...... | .311 | .0760 | .228 | .0408 | .201 | .0317 | .189 | .169 | .0280 | .0225 | | |
| 8 | ...... | .... | .... | .259† | .0526† | ... | .... | ... | ... | .... | .... | .224 | .0394 |
| 6 | .397 | | .1238 | .323 | .0819 | .257 | .0519 | .244 | .302 | .0467 | .0716 | .282 | .0625 |
| 4 | .452 | | .1605 | .372 | .1087 | .328 | .0845 | .292 | .350 | .0669 | .0962 | .328 | .0845 |
| 3 | .481 | | .1817 | .401 | .1263 | .356 | .0995 | .320 | .378 | .0803 | .1122 | .356 | .0995 |
| 2 | .513 | | .2067 | .433 | .1473 | .388 | .1182 | .352 | .410 | .0973 | .1316 | .388 | .1182 |
| 1 | .588 | | .2715 | .508 | .2027 | .450 | .1590 | ... | | .... | | .450 | .1590 |
| 0 | .629 | | .3107 | .549 | .2367 | .491 | .1893 | ... | | .... | | .491 | .1893 |
| 00 | .675 | | .3578 | .595 | .2781 | .537 | .2265 | ... | | .... | | .537 | .2265 |
| 000 | .727 | | .4151 | .647 | .3288 | .588 | .2715 | ... | | .... | | .588 | .2715 |
| 0000 | .785 | | .4840 | .705 | .3904 | .646 | .3278 | ... | | .... | | .646 | .3278 |
| 250 | .868 | | .5917 | .788 | .4877 | .716 | .4026 | ... | | .... | | .716 | .4026 |
| 300 | .933 | | .6837 | .843 | .5581 | .771 | .4669 | ... | | .... | | .771 | .4669 |
| 350 | .985 | | .7620 | .895 | .6291 | .822 | .5307 | ... | | .... | | .822 | .5307 |
| 400 | 1.032 | | .8365 | .942 | ,6969 | .869 | .5931 | ... | | .... | | .869 | .5931 |
| 500 | 1.119 | | .9834 | 1.029 | .8316 | .955 | .7163 | ... | | .... | | .955 | .7163 |
| 600 | 1.233 | | 1.1940 | 1.143 | 1.0261 | ... | .... | ... | | .... | | 1.073 | .9043 |
| 700 | 1.304 | | 1.3355 | 1.214 | 1.1575 | ... | .... | ... | | .... | | 1.145 | 1.0297 |
| 750 | 1.339 | | 1.4082 | 1.249 | 1.2252 | ... | .... | ... | | .... | | 1.180 | 1.0936 |
| 800 | 1.372 | | 1.4784 | 1.282 | 1.2908 | ... | .... | ... | | .... | | 1.210 | 1.1499 |
| 900 | 1.435 | | 1.6173 | 1.345 | 1.4208 | ... | .... | ... | | .... | | 1.270 | 1.2668 |
| 1000 | 1.494 | | 1.7531 | 1.404 | 1.5482 | ... | .... | ... | | .... | | 1.330 | 1.3893 |
| 1250 | 1.676 | | 2.2062 | 1.577 | 1.9532 | ... | .... | ... | | .... | | 1.500 | 1.7672 |
| 1500 | 1.801 | | 2.5475 | 1.702 | 2.2748 | ... | .... | ... | | .... | | 1.620 | 2.0612 |
| 1750 | 1.916 | | 2.8895 | 1.817 | 2.5930 | ... | .... | ... | | .... | | 1.740 | 2.3779 |
| 2000 | 2.021 | | 3.2079 | 1.922 | 2.9013 | ... | .... | ... | | .... | | 1.840 | 2.6590 |

* The dimensions of Types RHH, and RHW, and wire.

** No. 14 to No. 2:

† Dimensions of THW wire in sizes 14 to 8. No. 6 THW wire and larger is the same dimension as T wire.

*** Dimensions of RHH and RHW without outer covering are the same as THW.

No. 18 to No. 8, solid; No. 6 and larger, stranded.

## TABLE 16.

### Dimensions of Lead-Covered Conductors

Types RL, RHL, and RUL

| Size AWG-MCM | Single Conductor | | Two Conductor | | Three Conductor | |
|---|---|---|---|---|---|---|
| | Diam. Inches | Area Sq. Ins. | Diam. Inches | Area Sq. Ins. | Diam. Inches | Area Sq. Ins. |
| 14 | .28 | .062 | .28 x .47 | .115 | .59 | .273 |
| 12 | .29 | .066 | .31 x .54 | .146 | .62 | .301 |
| 10 | .35 | .096 | .35 x .59 | .180 | .68 | .363 |
| 8 | .41 | .132 | .41 x .71 | .255 | .82 | .528 |
| 6 | .49 | .188 | .49 x .86 | .369 | .97 | .738 |
| 4 | .55 | .237 | .54 x .96 | .457 | 1.08 | .916 |
| 2 | .60 | .283 | .61 x 1.08 | .578 | 1.21 | 1.146 |
| 1 | .67 | .352 | .70 x 1.23 | .756 | 1.38 | 1.49 |
| 0 | .71 | .396 | .74 x 1.32 | .859 | 1.47 | 1.70 |
| 00 | .76 | .454 | .79 x 1.41 | .980 | 1.57 | 1.94 |
| 000 | .81 | .515 | .84 x 1.52 | 1.123 | 1.69 | 2.24 |
| 0000 | .87 | .593 | .90 x 1.64 | 1.302 | 1.85 | 2.68 |
| 250 | .98 | .754 | .......... | ..... | 2.02 | 3.20 |
| 300 | 1.04 | .85 | .......... | ..... | 2.15 | 3.62 |
| 350 | 1.10 | .95 | .......... | ..... | 2.26 | 4.02 |
| 400 | 1.14 | 1.02 | .......... | ..... | 2.40 | 4.52 |
| 500 | 1.23 | 1.18 | .......... | ..... | 2.59 | 5.28 |

Note—No. 14 to No. 8, solid conductors: No. 6 and larger, stranded conductors. Data for 2/64-inch insulation not yet compiled.

### TABLE 17—DIMENSIONS OF ASBESTOS-VARNISHED-CAMBRIC INSULATED CONDUCTORS. Types AVA, AVB, and AVL

| Size AWG MCM | Type AVA | | Type AVB | | Type AVL | |
|---|---|---|---|---|---|---|
| | Approx. Diam. Inches | Approx. Area Sq. In. | Approx. Diam. Inches | Approx. Area Sq. In. | Approx. Diam. Inches | Approx. Area Sq. In. |
| 14 | .245 | .047 | .205 | .033 | .320 | .080 |
| 12 | .265 | .055 | .225 | .040 | .340 | .091 |
| 10 | .285 | .064 | .245 | .047 | .360 | .102 |
| 8 | .310 | .075 | .270 | .057 | .390 | .119 |
| 6 | .395 | .122 | .345 | .094 | .430 | .145 |
| 4 | .445 | .155 | .395 | .123 | .480 | .181 |
| 2 | .505 | .200 | .460 | .166 | .570 | .255 |
| 1 | .585 | .268 | .540 | .229 | .620 | .300 |
| 0 | .625 | .307 | .580 | .264 | .660 | .341 |
| 00 | .670 | .353 | .625 | .307 | .705 | .390 |
| 000 | .720 | .406 | .675 | .358 | .755 | .447 |
| 0000 | .780 | .478 | .735 | .425 | .815 | .521 |
| 250 | .885 | .616 | .855 | .572 | .955 | .715 |
| 300 | .940 | .692 | .910 | .649 | 1.010 | .800 |
| 350 | .995 | .778 | .965 | .731 | 1.060 | .885 |
| 400 | 1.040 | .850 | 1.010 | .800 | 1.105 | .960 |
| 500 | 1.125 | .995 | 1.095 | .945 | 1.190 | 1.118 |
| 550 | 1.165 | 1.065 | 1.135 | 1.01 | 1.265 | 1.26 |
| 600 | 1.205 | 1.140 | 1.175 | 1.09 | 1.305 | 1.34 |
| 650 | 1.240 | 1.21 | 1.210 | 1.15 | 1.340 | 1.41 |
| 700 | 1.275 | 1.28 | 1.245 | 1.22 | 1.375 | 1.49 |
| 750 | 1.310 | 1.35 | 1.280 | 1.29 | 1.410 | 1.57 |
| 800 | 1.345 | 1.42 | 1.315 | 1.36 | 1.440 | 1.63 |
| 850 | 1.375 | 1.49 | 1.345 | 1.43 | 1.470 | 1.70 |
| 900 | 1.405 | 1.55 | 1.375 | 1.49 | 1.505 | 1.78 |
| 950 | 1.435 | 1.62 | 1.405 | 1.55 | 1.535 | 1.85 |
| 1,000 | 1.465 | 1.69 | 1.435 | 1.62 | 1.565 | 1.93 |

Table 17. Note: No. 14 to No. 8, solid, No. 6 and larger, stranded; except AVL where all sizes are stranded.

### VARNISHED-CAMBRIC INSULATED CONDUCTORS

### Type V

The insulation thickness for Varnished-cambric conductors, Type V, is the same as for rubber-covered conductors, Type RH, except for Nos. 14 and 12 which have 3/64 inch insulation for varnished-cambric and 2/64 inch insulation for rubber-covered conductors and for No. 8 which has 3/64 inch insulation for varnished-cambric and 4/64 inch insulation for rubber-covered conductors.

### Table #18. Properties Of Conductors.

| | | Concentric Lay Stranded Conductors | | Bare Conductors | | D. C. Resistance Ohms/M Ft. At 25°C. 77°F. | | |
|---|---|---|---|---|---|---|---|---|
| | | | | | | Copper | | Aluminum |
| Size AWG MCM | Area Cir. Mils | No. Wires | Diam. Each Wire Inches | Diam. Inches | *Area Sq. Inches | Bare Cond. | Tin'd. Cond. | |
| 18 | 1620 | Solid | .0403 | .0403 | .0013 | 6.51 | 6.79 | 10.7 |
| 16 | 2580 | Solid | .0508 | .0508 | .0020 | 4.10 | 4.26 | 6.72 |
| 14 | 4110 | Solid | .0641 | .0641 | .0032 | 2.57 | 2.68 | 4.22 |
| 12 | 6530 | Solid | .0808 | .0808 | .0051 | 1.62 | 1.68 | 2.66 |
| 10 | 10380 | Solid | .1019 | .1019 | .0081 | 1.018 | 1.06 | 1.67 |
| 8 | 16510 | Solid | .1285 | .1285 | .0130 | .6404 | .659 | 1.05 |
| 6 | 26240 | 7 | .0612 | .184 | .027 | .410 | .427 | .674 |
| 4 | 41740 | 7 | .0772 | .232 | .042 | .259 | .269 | .424 |
| 3 | 52620 | 7 | .0867 | .260 | .053 | .205 | .213 | .336 |
| 2 | 66360 | 7 | .0974 | .292 | .067 | .162 | .169 | .266 |
| 1 | 83690 | 19 | .0664 | .332 | .087 | .129 | .134 | .211 |
| 0 | 105600 | 19 | .0745 | .372 | .109 | .102 | .106 | .168 |
| 00 | 133100 | 19 | .0837 | .418 | .137 | .0811 | .0843 | .133 |
| 000 | 167800 | 19 | .0940 | .470 | .173 | .0642 | .0668 | .105 |
| 0000 | 211600 | 19 | .1055 | .528 | .219 | .0509 | .0525 | .0836 |
| 250 | 250000 | 37 | .0822 | .575 | .260 | .0431 | .0449 | .0708 |
| 300 | 300000 | 37 | .0900 | .630 | .312 | .0360 | .0374 | .0590 |
| 350 | 350000 | 37 | .0973 | .681 | .364 | .0308 | .0320 | .0505 |
| 400 | 400000 | 37 | .1040 | .728 | .416 | .0270 | .0278 | .0442 |
| 500 | 500000 | 37 | .1162 | .813 | .519 | .0216 | .0222 | .0354 |
| 600 | 600000 | 61 | .0992 | .893 | .626 | .0180 | .0187 | .0295 |
| 700 | 700000 | 61 | .1071 | .964 | .730 | .0154 | .0159 | .0253 |
| 750 | 750000 | 61 | .1109 | .998 | .782 | .0144 | .0148 | .0236 |
| 800 | 800000 | 61 | .1145 | 1.030 | .833 | .0135 | .0139 | .0221 |
| 900 | 900000 | 61 | .1215 | 1.090 | .933 | .0120 | .0123 | .0197 |
| 1000 | 1000000 | 61 | .1280 | 1.150 | 1.039 | .0108 | .0111 | .0177 |
| 1250 | 1250000 | 91 | .1172 | 1.289 | 1.305 | .00863 | .00888 | .0142 |
| 1500 | 1500000 | 91 | .1284 | 1.410 | 1.561 | .00719 | .00740 | .0118 |
| 1750 | 1750000 | 127 | .1174 | 1.526 | 1.829 | .00616 | .00634 | .0101 |
| 2000 | 2000000 | 127 | .1255 | 1.630 | 2.087 | .00539 | .00555 | .00885 |

* Area given is that of a circle having a diameter equal to the overall diameter of a stranded conductor.

The values given in the table are those given in Handbook 100 of the National Bureau of Standards except that those shown in the 8th column are those given in Specification B33 of the American Society for Testing and Materials, and those shown in the 9th column are those given in Standard No. S-19-81 of the Insulated Power Cable Engineers Association and Standard No. WC3-1964 of the National Electrical Manufacturers Association.

The resistance values given in the last three columns are applicable only to direct current. When conductors larger than #4/0 are used with alternating current the multiplying factors given in the following Table should be used to compensate for skin effect.

### TABLE 18-a

### Multiplying Factors for Converting D.C. Resistance to A.C. Resistance

| Size C.M. | Multiplying Factor 25 Cycles | Multiplying Factor 60 Cycles |
|---|---|---|
| 250,000 | ........ | 1.005 |
| 300,000 | ........ | 1.006 |
| 350,000 | ........ | 1.009 |
| 400,000 | ........ | 1.011 |
| 500,000 | ........ | 1.018 |
| 600,000 | 1.005 | 1.025 |
| 700,000 | 1.006 | 1.034 |
| 750,000 | 1.007 | 1.039 |
| 800,000 | 1.008 | 1.044 |
| 900,000 | 1.010 | 1.055 |
| 1,000,000 | 1.012 | 1.067 |
| 1,250,000 | 1.019 | 1.102 |
| 1,500,000 | 1.027 | 1.142 |
| 1,750,000 | 1.037 | 1.185 |
| 2,000,000 | 1.048 | 1.233 |

### TABLE 19—DIMENSIONS OF CONDUIT OR TUBING.

(See Table 4)

| Size | Internal Diameter Inches | Area Square Inches | Size | Internal Diameter Inches | Area Square Inches |
|---|---|---|---|---|---|
| ½ | .622 | .30 | 3 | 3.068 | 7.38 |
| ¾ | .824 | .53 | 3½ | 3.548 | 9.90 |
| 1 | 1.049 | .86 | 4 | 4.026 | 12.72 |
| 1¼ | 1.380 | 1.50 | 4½ | 4.506 | 15.95 |
| 1½ | 1.610 | 2.04 | 5 | 5.047 | 20.00 |
| 2 | 2.067 | 3.36 | 6 | 6.065 | 23.89 |
| 2½ | 2.469 | 4.79 | | | |

### TABLE 20. CONDUCTOR SIZES AND OVERCURRENT PROTECTION FOR MOTORS.

See Tables 26 and 27, Chapter 10.

These values are in accordance with 87-430.9, 12, 22, 24, 42, and 49 except as follows: The current values in Col. 1 are to be taken from Tables 21 to 24, including footnotes, but the values shown for running protection in Columns 5 and 6 must be modified if name plate full load current values are different, as provided in 87-430.9. The current values shown in Columns 2 and 3 must be reduced by 8% for all motors other than open type motors marked to have a temperature rise not over 40 degrees C. as required by 87-430.43. For certain exceptions to the values in Columns 4, 5, 6 and 7, see 87-430.32 and 87-430.47. See 87-430.43 for values to be used for several motors on one branch circuit.

### TABLE 20—CONDUCTOR SIZES AND OVERCURRENT PROTECTION FOR MOTORS.

See Tables 26 and 27, Chapter 10.

| Full load current rating of motor amperes | Minimum size conductor in raceways For conductors in air or for other insulations see tables 1 and 2 AWG and MCM | | For Running Protection of Motors**** | | Maximum Allowable Rating or Setting of Branch Circuit Protective Devices | | | |
|---|---|---|---|---|---|---|---|---|
| Col. No. 1 | Type R Type T 2 | Type RH 3 | Maximum rating of non-adjustable protective devices Amperes 5 | Maximum setting of adjustable protective device Amperes 6 | With Code Letters Single-phase and squirrel cage and synchronous. Full voltage, resistor and reactor starting. Code letters F to V inc. Without Code Letters Same as above. 7 | With Code Letters Single-phase and squirrel cage and synchronous. Full voltage, resistor or reactor starting. Code letters B to E inc. Auto-transformer starting, Code letters F to V inc. Without Code Letters Squirrel cage and synchronous, auto-transformer starting, High reactance squirrel cage.*** Both not more than 30 amperes 8 | With Code Letters Squirrel cage and synchronous Auto-transformer starting, Code letters B to E inc. Without Code Letters Squirrel cage and synchronous, auto-transformer starting, High reactance squirrel cage.*** Both more than 30 amperes. 9 | With Code Letters All motors. Code letter A. Without Code Letters DC and wound-rotor motors. 10 |
| 1** | 14 | 14 | 2* | 1.25* | 15 | 15 | 15 | 15 |
| 2** | 14 | 14 | 3* | 2.50* | 15 | 15 | 15 | 15 |
| 3** | 14 | 14 | 4* | 3.75* | 15 | 15 | 15 | 15 |
| 4** | 14 | 14 | 6* | 5.0 * | 15 | 15 | 15 | 15 |
| 5** | 14 | 14 | 8* | 6.25* | 15 | 15 | 15 | 15 |
| 6** | 14 | 14 | 8* | 7.50* | 20 | 15 | 15 | 15 |
| 7 | 14 | 14 | 10* | 8.75* | 25 | 20 | 15 | 15 |
| 8 | 14 | 14 | 10* | 10.0 * | 25 | 20 | 20 | 15 |
| 9 | 14 | 14 | 12* | 11.25* | 30 | 25 | 20 | 15 |
| 10 | 14 | 14 | 15* | 12.50* | 30 | 25 | 20 | 15 |
| 11 | 14 | 14 | 15* | 13.75* | 35 | 30 | 25 | 20 |
| 12 | 14 | 14 | 15 | 15.00 | 40 | 30 | 25 | 20 |
| 13 | 12 | 12 | 20 | 16.25 | 40 | 35 | 30 | 20 |
| 14 | 12 | 12 | 20 | 17.50 | 45 | 35 | 30 | 25 |
| 15 | 12 | 12 | 20 | 18.75 | 45 | 40 | 30 | 25 |
| 16 | 12 | 12 | 20 | 20.00 | 50 | 40 | 35 | 25 |
| 17 | 10 | 10 | 25 | 21.25 | 60 | 45 | 35 | 30 |
| 18 | 10 | 10 | 25 | 22.50 | 60 | 45 | 40 | 30 |
| 19 | 10 | 10 | 25 | 23.75 | 60 | 50 | 40 | 30 |
| 20 | 10 | 10 | 25 | 25.0 | 60 | 50 | 40 | 30 |
| 22 | 10 | 10 | 30 | 27.50 | 70 | 60 | 45 | 35 |
| 24 | 10 | 10 | 30 | 30.00 | 80 | 60 | 50 | 40 |
| 26 | 8 | 10 | 35 | 32.50 | 80 | 70 | 60 | 40 |
| 28 | 8 | 10 | 35 | 35.00 | 90 | 70 | 60 | 45 |
| 30 | 8 | 8 | 40 | 37.50 | 90 | 70 | 60 | 45 |
| 32 | 8 | 8 | 40 | 40.00 | 100 | 80 | 70 | 50 |
| 34 | 6 | 8 | 45 | 42.50 | 110 | 90 | 70 | 60 |
| 36 | 6 | 8 | 45 | 45.00 | 110 | 90 | 80 | 60 |
| 38 | 6 | 6 | 50 | 47.50 | 125 | 100 | 80 | 60 |
| 40 | 6 | 6 | 50 | 50.00 | 125 | 100 | 80 | 60 |
| 42 | 6 | 6 | 50 | 52.50 | 125 | 110 | 90 | 70 |
| 44 | 6 | 6 | 60 | 55.0 | 125 | 110 | 90 | 70 |
| 46 | 4 | 6 | 60 | 57.50 | 150 | 125 | 100 | 70 |
| 48 | 4 | 6 | 60 | 60.0 | 150 | 125 | 100 | 80 |
| 50 | 4 | 6 | 60 | 62.50 | 150 | 125 | 100 | 80 |
| 52 | 4 | 6 | 70 | 65.0 | 175 | 150 | 110 | 80 |
| 54 | 4 | 4 | 70 | 67.50 | 175 | 150 | 110 | 90 |
| 56 | 4 | 4 | 70 | 70.00 | 175 | 150 | 120 | 90 |
| 58 | 3 | 4 | 70 | 72.50 | 175 | 150 | 120 | 90 |
| 60 | 3 | 4 | 80 | 75.00 | 200 | 150 | 120 | 90 |
| 62 | 3 | 4 | 80 | 77.50 | 200 | 175 | 125 | 100 |
| 64 | 3 | 4 | 80 | 80.00 | 200 | 175 | 150 | 100 |
| 66 | 2 | 4 | 80 | 82.50 | 200 | 175 | 150 | 100 |
| 68 | 2 | 4 | 90 | 85.00 | 225 | 175 | 150 | 110 |
| 70 | 2 | 3 | 90 | 87.50 | 225 | 175 | 150 | 110 |
| 72 | 2 | 3 | 90 | 90.00 | 225 | 200 | 150 | 110 |
| 74 | 2 | 3 | 90 | 92.50 | 225 | 200 | 150 | 125 |
| 76 | 2 | 3 | 100 | 95.00 | 250 | 200 | 175 | 125 |
| 78 | 1 | 3 | 100 | 97.50 | 250 | 200 | 175 | 125 |
| 80 | 1 | 3 | 100 | 100.00 | 250 | 200 | 175 | 125 |
| 82 | 1 | 2 | 110 | 102.50 | 250 | 225 | 175 | 125 |
| 84 | 1 | 2 | 110 | 105.00 | 250 | 225 | 175 | 150 |
| 86 | 1 | 2 | 110 | 107.50 | 300 | 225 | 175 | 150 |
| 88 | 1 | 2 | 110 | 110.00 | 300 | 225 | 200 | 150 |
| 90 | 0 | 2 | 110 | 112.50 | 300 | 225 | 200 | 150 |
| 92 | 0 | 2 | 125 | 115.00 | 300 | 250 | 200 | 150 |
| 94 | 0 | 1 | 125 | 117.50 | 300 | 250 | 200 | 150 |
| 96 | 0 | 1 | 125 | 120.00 | 300 | 250 | 200 | 150 |
| 98 | 0 | 1 | 125 | 122.50 | 300 | 250 | 200 | 150 |
| 100 | 0 | 1 | 125 | 125.00 | 300 | 250 | 200 | 150 |

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| 105 | 150 | 131.50 | 350 | 300 | 300 | 225 | 225 | 225 | 175 | 175 |
| 110 | 150 | 137.50 | 350 | 300 | 300 | 225 | 225 | 225 | 175 | 175 |
| 115 | 150 | 144.00 | 350 | 300 | 300 | 250 | 250 | 250 | 175 | 175 |
| 120 | 150 | 150.00 | 400 | 300 | 300 | 250 | 250 | 250 | 200 | 200 |
| 125 | 175 | 156.50 | 400 | 350 | 350 | 250 | 250 | 250 | 200 | 200 |
| 130 | 175 | 162.50 | 400 | 350 | 350 | 300 | 300 | 300 | 200 | 200 |
| 135 | 175 | 169.00 | 450 | 350 | 350 | 300 | 300 | 300 | 225 | 225 |
| 140 | 175 | 175.00 | 450 | 350 | 350 | 300 | 300 | 300 | 225 | 225 |
| 145 | 200 | 181.50 | 450 | 400 | 400 | 300 | 300 | 300 | 225 | 225 |
| 150 | 200 | 187.50 | 450 | 400 | 400 | 300 | 300 | 300 | 225 | 225 |
| 155 | 200 | 194.00 | 500 | 400 | 400 | 350 | 350 | 350 | 250 | 250 |
| 160 | 200 | 200.00 | 500 | 400 | 400 | 350 | 350 | 350 | 250 | 250 |
| 165 | 225 | 206.00 | 500 | 500 | 450 | 350 | 350 | 350 | 250 | 250 |
| 170 | 225 | 213.00 | 500 | 500 | 450 | 350 | 350 | 350 | 300 | 300 |
| 175 | 225 | 219.00 | 600 | 500 | 450 | 350 | 350 | 350 | 300 | 300 |
| 180 | 225 | 225.00 | 600 | 500 | 450 | 400 | 400 | 400 | 300 | 300 |
| 185 | 250 | 231.00 | 600 | 500 | 500 | 400 | 400 | 400 | 300 | 300 |
| 190 | 250 | 238.00 | 600 | 500 | 500 | 400 | 400 | 400 | 300 | 300 |
| 195 | 250 | 244.00 | 600 | 500 | 500 | 400 | 400 | 400 | 300 | 300 |
| 200 | 250 | 250.00 | 600 | 500 | 500 | 400 | 400 | 400 | 300 | 300 |
| 210 | 250 | 263.00 | 800 | 600 | 600 | 500 | 450 | 500 | 350 | 350 |
| 220 | 300 | 275.00 | 800 | 600 | 600 | 500 | 450 | 500 | 350 | 350 |
| 230 | 300 | 288.00 | 800 | 600 | 600 | 500 | 500 | 500 | 350 | 350 |
| 240 | 300 | 300.00 | 800 | 600 | 600 | 500 | 500 | 500 | 400 | 400 |
| 250 | 300 | 313.00 | 800 | 700 | 800 | 500 | 500 | 500 | 400 | 400 |
| 260 | 350 | 325.00 | 800 | 700 | 800 | 600 | 600 | 600 | 400 | 400 |
| 270 | 350 | 338.00 | 1000 | 700 | 800 | 600 | 600 | 600 | 450 | 500 |
| 280 | 350 | 350.00 | 1000 | 700 | 800 | 600 | 600 | 600 | 450 | 500 |
| 290 | 350 | 363.00 | 1000 | 800 | 800 | 600 | 600 | 600 | 450 | 500 |
| 300 | 400 | 375.00 | 1000 | 800 | 800 | 600 | 600 | 600 | 450 | 500 |
| 320 | 400 | 400.00 | 1000 | 800 | 800 | 700 | 800 | 700 | 500 | 500 |
| 340 | 450 | 425.00 | 1200 | ... | 1000 | 700 | 800 | 700 | 600 | 600 |
| 360 | 450 | 450.00 | 1200 | ... | 1000 | 800 | 800 | 800 | 600 | 600 |
| 380 | 500 | 475.00 | 1200 | ... | 1000 | 800 | 800 | 800 | 600 | 600 |
| 400 | 500 | 500.00 | 1200 | ... | 1000 | 800 | 800 | 800 | 600 | 600 |
| 420 | 600 | 525.00 | 1600 | ... | 1200 | ... | 1000 | ... | 800 | 700 |
| 440 | 600 | 550.00 | 1600 | ... | 1200 | ... | 1000 | ... | 800 | 700 |
| 460 | 600 | 575.00 | 1600 | ... | 1200 | ... | 1000 | ... | 800 | 700 |
| 480 | 600 | 600.00 | 1600 | ... | 1200 | ... | 1000 | ... | 800 | 800 |
| 500 | ... | 625.00 | 1600 | ... | 1600 | ... | 1000 | ... | 800 | 800 |

High-reactance squirrel-cage motors are these designed to limit the starting current by means of deepslot secondaries or double-wound secondaries and are generally started on full voltage.

## Table #21. Full Load Current, D-C Motors.

The following values of full-load currents are for motors running at base speed.

| HP | 120V | 240V |
|---|---|---|
| ¼ | 2.9 | 1.5 |
| ⅓ | 3.6 | 1.8 |
| ½ | 5.2 | 2.6 |
| ¾ | 7.4 | 3.7 |
| 1 | 9.4 | 4.7 |
| 1½ | 13.2 | 6.6 |
| 2 | 17 | 8.5 |
| 3 | 25 | 12.2 |
| 5 | 40 | 20 |
| 7½ | 58 | 29 |
| 10 | 76 | 38 |
| 15 | | 55 |
| 20 | | 72 |
| 25 | | 89 |
| 30 | | 106 |
| 40 | | 140 |
| 50 | | 173 |
| 60 | | 206 |
| 75 | | 255 |
| 100 | | 341 |
| 125 | | 425 |
| 150 | | 506 |
| 200 | | 675 |

## Table #22. Full Load Current, Single Phase AC Motors

The following values of full-load currents are for motors running at usual speeds and motors with normal torque characteristics. Motors built for especially low speeds or high torques may have higher full-load currents, and multispeed motors will have full load current varying with speed, in which case the nameplate current ratings shall be used.

To obtain full-load currents of 208- and 200-volt motors, increase corresponding 230-volt motor full-load currents by 10 and 15 per cent, respectively.

The voltages listed are rated motor voltages. Corresponding nominal system voltages are 110 to 120 and 220 to 240.

| HP | 115V | 230V |
|---|---|---|
| ⅙ | 4.4 | 2.2 |
| ¼ | 5.8 | 2.9 |
| ⅓ | 7.2 | 3.6 |
| ½ | 9.8 | 4.9 |
| ¾ | 13.8 | 6.9 |
| 1 | 16 | 8 |
| 1½ | 20 | 10 |
| 2 | 24 | 12 |
| 3 | 34 | 17 |
| 5 | 56 | 28 |
| 7½ | 80 | 40 |
| 10 | 100 | 50 |

## Table #23. Full Load Current.

### Two-Phase A.C. Motors (4-wire)

The following values of full-load current are for motors running at speeds usual for belted motors and motors with normal torque characteristics. Motors built for especially low speeds or high torques may require more running current, and multispeed motors will have full load current varying with speed, in which case the nameplate current rating shall be used. Current in common conductor of 2-pnase, 3-wire system will be 1.41 times value given.

The voltages listed are rated motor voltages. Corresponding nominal system voltages are 110 to 120, 220 to 240, 440 to 480 and 550 to 600 volts.

| | Induction Type Squirrel-Cage and Wound Rotor Amperes | | | | | Synchronous Type †Unity Power Factor Amperes | | | |
|---|---|---|---|---|---|---|---|---|---|
| HP | 115V | 230V | 460V | 575V | 2300V | 220V | 440V | 550V | 2300V |
| ½ | 4 | 2 | 1 | .8 | | | | | |
| ¾ | 4.8 | 2.4 | 1.2 | 1.0 | | | | | |
| 1 | 6.4 | 3.2 | 1.6 | 1.3 | | | | | |
| 1½ | 9 | 4.5 | 2.3 | 1.8 | | | | | |
| 2 | 11.8 | 5.9 | 3 | 2.4 | | | | | |
| 3 | | 8.3 | 4.2 | 3.3 | | | | | |
| 5 | | 13.2 | 6.6 | 5.3 | | | | | |
| 7½ | | 19 | 9 | 8 | | | | | |
| 10 | | 24 | 12 | 10 | | | | | |
| 15 | | 36 | 18 | 14 | | | | | |
| 20 | | 47 | 23 | 19 | | | | | |
| 25 | | 59 | 29 | 24 | | 47 | 24 | 19 | |
| 30 | | 69 | 35 | 28 | | 56 | 29 | 23 | |
| 40 | | 90 | 45 | 36 | | 75 | 37 | 31 | |
| 50 | | 113 | 56 | 45 | | 94 | 47 | 38 | |
| 60 | | 133 | 67 | 53 | 14 | 111 | 56 | 44 | 11 |
| 75 | | 166 | 83 | 66 | 18 | 140 | 70 | 57 | 13 |
| 100 | | 218 | 109 | 87 | 23 | 182 | 93 | 74 | 17 |
| 125 | | 270 | 135 | 108 | 28 | 228 | 114 | 93 | 22 |
| 150 | | 312 | 156 | 125 | 32 | | 137 | 110 | 26 |
| 200 | | 416 | 208 | 167 | 43 | | 182 | 145 | 35 |

†For 90 and 80 per cent P. F. the above figures should be multiplied by 1.1 and 1.25 respectively.

## Table # 24. Full Load Current.

Three-Phase A.C. Motors

| | Induction Type Squirrel-Cage and Wound Rotor Amperes | | | | | Synchronous Type †Unity Power Factor Amperes | | | |
|---|---|---|---|---|---|---|---|---|---|
| .HP | 115V | 230V | 460V | 575V | 2300V | 220V | 440V | 550V | 2300V |
| ½ | 4 | 2 | 1 | .8 | | | | | |
| ¾ | 5.6 | 2.8 | 1.4 | 1.1 | | | | | |
| 1 | 7.2 | 3.6 | 1.8 | 1.4 | | | | | |
| 1½ | 10.4 | 5.2 | 2.6 | 2.1 | | | | | |
| 2 | 13.6 | 6.8 | 3.4 | 2.7 | | | | | |
| 3 | | 9.6 | 4.8 | 3.9 | | | | | |
| 5 | | 15.2 | 7.6 | 6.1 | | | | | |
| 7½ | | 22 | 11 | 9 | | | | | |
| 10 | | 28 | 14 | 11 | | | | | |
| 15 | | 42 | 21 | 17 | | | | | |
| 20 | | 54 | 27 | 22 | | | | | |
| 25 | | 68 | 34 | 27 | | 54 | 27 | 22 | |
| 30 | | 80 | 40 | 32 | | 65 | 33 | 26 | |
| 40 | | 104 | 52 | 41 | | 86 | 43 | 35 | |
| 50 | | 130 | 65 | 52 | | 108 | 54 | 44 | |
| 60 | | 154 | 77 | 62 | 16 | 128 | 64 | 51 | 12 |
| 75 | | 192 | 96 | 77 | 20 | 161 | 81 | 65 | 15 |
| 100 | | 248 | 124 | 99 | 26 | 211 | 106 | 85 | 20 |
| 125 | | 312 | 156 | 125 | 31 | 264 | 132 | 106 | 25 |
| 150 | | 360 | 180 | 144 | 37 | | 158 | 127 | 30 |
| 200 | | 480 | 240 | 192 | 49 | | 210 | 168 | 40 |

For full-load currents of 208- and 200-volt motors, increase the corresponding 230 volt motor full-load current by 10 and 15 per cent, respectively.

* These values of full-load current are for motors running at speeds usual for belted motors and motors with normal torque characteristics. Motors built for especially low speeds or high torques may require more running current, and multispeed motors will have full load current varying with speed, in which case the nameplate current rating shall be used.

† For 90 and 80 per cent P. F. the above figures shall be multiplied by 1.1 and 1.25 respectively.

The voltages listed are rated motor voltages. Corresponding nominal system voltages are 110 to 120, 220 to 240, 440 to 480 and 550 to 600 volts.

## TABLE #25. LOCKED-ROTOR CURRENT CONVERSION TABLE.

**As determined from horsepower and voltage rating for use only with Sections 87-430.83 and 87-430.110, and then only with sealed (hermetic-type) refrigeration compressor motors, where the motor controller shall have both a continuous duty full load current rating and a locked-rotor rating.**

| Max HP Rating | Motor Locked-Rotor Current Amperes | | | | | |
|---|---|---|---|---|---|---|
| | Single Phase | | Two or Three Phase | | | |
| | 115 V | 230 V | 115 V | 230 V | 460 V | 575 V |
| ½ | 58.8 | 29.4 | 24 | 12 | 6 | 4.8 |
| ¾ | 82.8 | 41.4 | 33.6 | 16.8 | 8.4 | 6.6 |
| 1 | 96 | 48 | 42 | 21 | 10.8 | 8.4 |
| 1½ | 120 | 60 | 60 | 30 | 15 | 12 |
| 2 | 144 | 72 | 78 | 39 | 19.8 | 15.6 |
| 3 | 204 | 102 | — | 54 | 27 | 24 |
| 5 | 336 | 168 | — | 90 | 45 | 36 |
| 7½ | 480 | 240 | — | 132 | 66 | 54 |
| 10 | 600 | 300 | — | 162 | 84 | 66 |
| 15 | — | — | — | 240 | 120 | 96 |
| 20 | — | — | — | 312 | 156 | 126 |
| 25 | — | — | — | 384 | 192 | 156 |
| 30 | — | — | — | 468 | 234 | 186 |
| 40 | — | — | — | 624 | 312 | 246 |
| 50 | — | — | — | 750 | 378 | 300 |
| 60 | — | — | — | 900 | 450 | 360 |
| 75 | — | — | — | 1110 | 558 | 444 |
| 100 | — | — | — | 1476 | 738 | 588 |
| 125 | — | — | — | 1860 | 930 | 744 |
| 150 | — | — | — | 2160 | 1080 | 864 |
| 200 | — | — | — | 2880 | 1440 | 1152 |

## TABLE 26 - MAXIMUM RATING OR SETTING OF MOTOR-BRANCH-CIRCUIT PROTECTIVE DEVICES FOR MOTORS MARKED WITH A CODE LETTER INDICATING LOCKED ROTOR KVA.

| | Per Cent of Full-Load Current | | |
|---|---|---|---|
| | Fuse Rating (See also Table 20 Columns 7, 8, 9, 10) | Circuit-Breaker Setting | |
| Type of Motor | | Instantaneous Type | Time Limit Type |
| All AC single-phase and polyphase squirrel cage and synchronous motors with full-voltage, resistor or reactor starting: | | | |
| Code Letter A.................... | 150 | ---- | 150 |
| Code Letter B to E............... | 225 | ---- | 200 |
| Code Letter F to V............... | 300 | ---- | 225 |
| All AC squirrel cage and synchronous motors with auto-transformer starting: | | | |
| Code Letter A.................... | 150 | ---- | 150 |
| Code Letter B to E............... | 200 | ---- | 200 |
| Code Letter F to V............... | 225 | ---- | 200 |

TABLE 27 - MAXIMUM RATING OR SETTING OF MOTOR-BRANCH-CIRCUIT PROTECTIVE DEVICES FOR MOTORS NOT MARKED WITH CODE LETTER INDICATING LOCKED ROTOR KVA.

| | Percent of Full-Load Setting | | |
|---|---|---|---|
| | Fuse Rating (See also Table 20 Columns 7, 8, 9, 10) | Circuit-Breaker Setting | |
| Type of Motor | | Instantaneous Type | Time Limit Type |
| Single-phase, all types | 225 | ---- | 225 |
| Squirrel-cage and synchronous (full-voltage, resistor and reactor starting) | 225 | ---- | 225 |
| Squirrel-cage and synchronous (auto-transformer starting) | | | |
| Not more than 30 amperes | 225 | ---- | 200 |
| More than 30 amperes | 200 | ---- | 200 |
| High - reactance squirrel - cage | | | |
| Not more than 30 amperes | 250 | ---- | 225 |
| More than 30 amperes | 200 | ---- | 200 |
| Wound-rotor | 150 | ---- | 150 |
| Direct-current | | | |
| Not more than 50 H.P. | 150 | 225 | 150 |
| More than 50 H.P. | 150 | 175 | 150 |

NOTES TO TABLES 26 AND 27.

For certain exceptions to the values specified see 87-430.24, 87-430.42 and 87-430.49. The values given in the last column also cover the ratings of non-adjustable time-limit types of circuit breakers which may also be modified as in 87-430.42. Synchronous motors of the low-torque, low-speed type (usually 450RPM or lower), such as are used to drive reciprocating compressors, pumps, etc., which start up unloaded, do not require a fuse rating or circuit-breaker setting in excess of 200% of full-load current.
For motors not marked with a Code Letter see Table 27.

## TABLE 28—NUMBER OF OVERCURRENT UNITS, SUCH AS TRIP COILS OR RELAYS FOR PROTECTION OF CIRCUITS.

(See Diagrams 1 to 19)

(See 87-240.5 for the overcurrent protection of conductors in general, 87-230.71 for Services and 87-430.27 for Motors.)

| SYSTEMS | *Number and Location of Overcurrent Units. |
|---|---|
| 2-Wire, Single-phase A.C. or D.C. Ungrounded. | Two (one in each conductor. Fig. 1). |
| 2-Wire, Single-phase A.C. or D.C., One Wire Grounded. | One in ungrounded conductor Fig. 2). |
| 2-Wire, Single-phase A.C. or D.C., Mid-point Grounded. | Two (one in each conductor. Fig. 3). |
| 2-Wire, Single-phase A.C. Derived from 3-Phase, with Ungrounded Neutral. | Two (one in each conductor. Fig. 4). |
| 2-Wire, Single-phase Derived from 3-Phase, Grounded Neutral. System by Using outside Wires of 3-Phase Circuit. | Two (one in each conductor. Fig. 5). |
| 3-Wire, Single-phase A.C. or D.C. Ungrounded Neutral. | Three (one in each conductor. Fig. 6). |
| 3-Wire, Single-phase A.C. or D.C., Grounded Neutral. | Two (one in each conductor except neutral conductor. Fig. 7). |
| 3-Wire, 2-Phase, A.C., Common Wire Ungrounded. | Three (one in each conductor. Fig. 8). |
| 3-Wire, 2-phase, A.C., Common Wire Grounded. | Two (one in each conductor except common conductor Fig. 9). |
| 4-Wire, 2-Phase, Ungrounded, Phases Separate. | Four (one in each conductor. Fig. 10). |
| 4-Wire, 2-Phase, Grounded Neutral, or 5-Wire, 2-Phase, Grounded Neutral. | Four (one in each conductor except neutral conductor. Figs. 11 and 12). |
| 3-Wire, 3-Phase, Ungrounded. | Three (one in each conductor. Fig. **13). |
| 3-Wire, 3-Phase, 1 Wire Grounded. | Two (one in each ungrounded conductor. Fig. 14). |
| 3-Wire, 3-Phase, Grounded Neutral. | Three (one in each conductor. Fig. **15). |
| 3-Wire, 3-Phase, Mid-point of one phase Grounded. | Three (one in each conductor. Fig. **17). |
| 4-Wire, 3-Phase, Grounded Neutral. | Three (one in each ungrounded conductor. Fig. **18). |
| 4-Wire, 3-Phase, Ungrounded Neutral. | Four (one in each conductor. Fig. 19). |

**Table 28.** *1. An overcurrent unit may consist of a series overcurrent tripping device or the combination of a current transformer and a secondary overcurrent tripping device. Either two or three secondary overcurrent tripping devices may be used with three current transformers on a 3-phase system similar to those shown in Figures 15 and 18.

**2. When three current transformers are used instead of three series overcurrent tripping devices shown in Figures 13, 15, 17 and 18, the secondary tripping devices may consist of three secondary overcurrent tripping devices or two secondary overcurrent tripping devices with a residual current tripping device of a lower range. See Figure 16.

3. Where standard devices are not available with three or four overcurrent units as required in the table, it is permissible to substitute two overcurrent units and one fuse where three overcurrent units are called for, two overcurrent units and two fuses where four overcurrent units are called for. The fuse or fuses are to be placed in the conductors not containing an overcurrent unit. This practice, however, of substituting fuses for overcurrent units is to be discouraged to obvious reasons.

TABLE 29. DEMAND LOADS FOR HOUSEHOLD ELECTRIC RANGES AND OTHER COOKING APPLIANCES OVER 1-3/4 KW RATING.

(For Maximum Demand SEE NOTES)

| | | DEMAND FACTORS | | |
|---|---|---|---|---|
| NUMBER OF RANGES | COLUMN A Not over. 12 kw rating | COLUMN B Less than 3-1/2 kw rating | COLUMN C 3-1/2 - 8-3/4 kw rating | COLUMN D Not over 12 kw rating on 3 phase, 4 wire wye |
| 1 | 8 kw | 80% | 80% | 8 kw |
| 2 | 11 kw | 75% | 65% | 16.5 kw |
| 3 | 14 kw | 70% | 55% | 16.5 kw |
| 4 | 17 kw | 66% | 50% | 25.5 kw |
| 5 | 20 kw | 62% | 45% | 25.5 kw |
| 6 | 21 kw | 59% | 43% | 25.5 kw |
| 7 | 22 kw | 56% | 40% | 31.5 kw |
| 8 | 23 kw | 53% | 36% | 31.5 kw |
| 9 | 24 kw | 51% | 35% | 31.5 kw |
| 10 | 25 kw | 49% | 34% | 34.5 kw |
| 11 | 26 kw | 47% | 32% | 34.5 kw |
| 12 | 27 kw | 45% | 32% | 34.5 kw |
| 13 | 28 kw | 43% | 32% | 37.5 kw |
| 14 | 29 kw | 41% | 32% | 37.5 kw |
| 15 | 30 kw | 40% | 32% | 37.5 kw |
| 16 | 31 kw | 39% | 28% | 40.5 kw |
| 17 | 32 kw | 38% | 28% | 40.5 kw |
| 18 | 33 kw | 37% | 28% | 40.5 kw |
| 19 | 34 kw | 36% | 28% | 43.5 kw |
| 20 | 35 kw | 35% | 28% | 43.5 kw |
| 21 | 36 kw | 34% | 26% | 43.5 kw |
| 22 | 37 kw | 33% | 26% | 46.5 kw |
| 23 | 38 kw | 32% | 26% | 46.5 kw |
| 24 | 39 kw | 31% | 26% | 46.5 kw |
| 25 | 40 kw | 30% | 26% | 49.5 kw |
| 26-30 | 15 kw plus 1 kw per range | 30% | 24% | 20 kw plus 1 kw per range |
| 31-40 | | 30% | 22% | |
| 41-50 | 25 kw plus 3/4 kw per range | 30% | 20% | 30 kw plus 3/4 kw per range |
| 51-60 | | 30% | 18% | |
| 61 and over | | 30% | 16% | |

Notes: Column A is to be used in all cases except as listed below:

1. Over 12 kw to 27 kw ranges all same rating. For ranges, individually rated more than 12 kw but not more than 27 kw, the maximum demand in Column A shall be increased 5% for each additional kw of rating or major fraction thereof by which the rating of individual ranges exceed 12 kw.

2. Over 12 kw to 27 kw ranges of unequal rating. For ranges individually rated more than 12 kw and of different ratings but none exceeding 27 kw an average value of rating shall be calculated by adding together the ratings of all ranges to obtain the total connected load (using 12 kw for any range less than 12 kw) and dividing by the total number of ranges; and then the maximum demand in Column A shall be increased 5% for each kw or major fraction thereof by which this average value exceed 12 kw.

3. This table does not apply to commercial ranges. The branch circuit load for a commercial range shall be the nameplate rating of the range.

4. Over 1¾ kw to 8¾ kw. In lieu of the method provided in Column A, loads rated more than 1¾ kw but not more than 8¾ kw may be considered the sum of the nameplate ratings of all the loads, multiplied by the demand factors specified in Columns B and C for the given number of loads.

5. Branch circuit for one range. The branch circuit load for one range may be computed in accordance with the above tables.

6. Ranges on 3 phase, 4 wire, wye. Where a number of single phase ranges are supplied by a 3 phase, 4 wire wye connected feeder, the current shall be computed on the basis of the demand of twice the maximum number of ranges connected between any two phases. Column D has already computed this figure for one type of range.

TABLE 30. DEMAND FACTORS FOR USE WITH A MULTIPLICITY OF HOUSEHOLD ELECTRIC APPLIANCES.

Since there is not a sufficient amount of factual data available at this time, it is not possible to draw up an accurate table of demand factors. However, when many different household electric appliances are to be installed in each of several apartments, all of which will be supplied by the same feeder, special consideration will be given by the Chief Electrical Inspector and a demand factor may be obtained. The types of appliances covered by this table would include: Clothes Dryers, Water Heaters, Garbage Disposals, Dishwashers, etc.

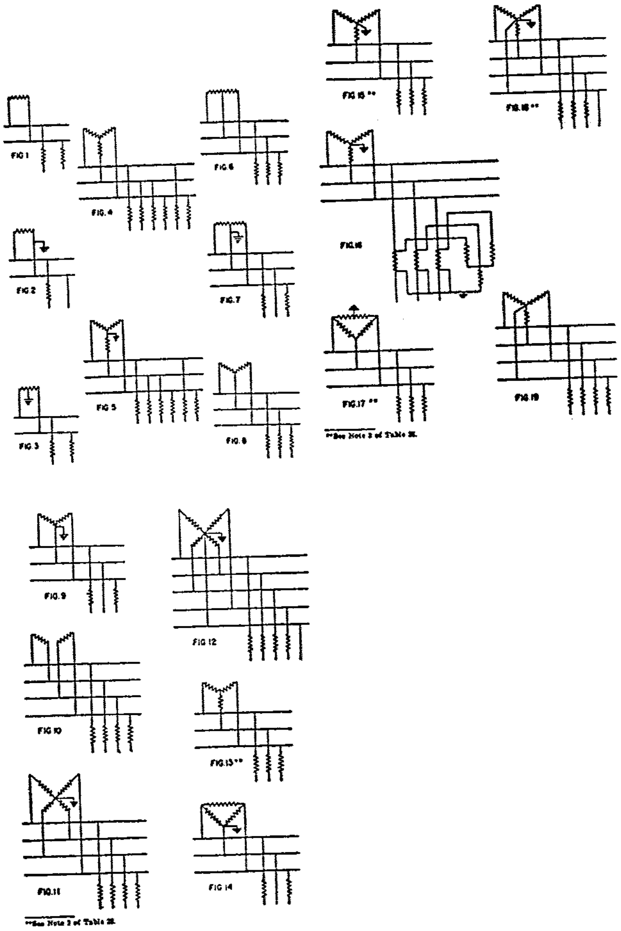
TABLE 31. ISOLATION BY ELEVATION.
(See 88-710.62)
Distance of Live Parts Above the Floor or Other Working Surface

| *Voltage Between Phases* | *Minimum Vertical Clearance of Unguarded Parts* *Feet* | *Inches* |
|---|---|---|
| 600 | 8 | 0 |
| 2300 | 8 | 0 |
| 6600 | 8 | 0 |
| 11000 | 9 | 0 |
| 22000 | 9 | 3 |
| 33000 | 9 | 6 |
| 44000 | 9 | 10 |
| 66000 | 10 | 5 |
| 88000 | 11 | 0 |
| 110000 | 11 | 7 |
| 132000 | 12 | 2 |

TABLE 32. WORKING SPACE.
Note: For voltages below 600, see 88-710.63.
Minimum Clear Space Adjacent to Live Parts

| *Voltage Between Phases* | *Minimum Horizontal Clearance of Unguarded Parts* *Feet* | *Inches* |
|---|---|---|
| 600 | 3 | 2 |
| 2300 | 3 | 3 |
| 6600 | 3 | 4 |
| 11000 | 3 | 6 |
| 22000 | 3 | 9 |
| 33000 | 4 | 0 |
| 44000 | 4 | 4 |
| 66000 | 4 | 11 |
| 88000 | 5 | 6 |
| 110000 | 6 | 1 |
| 132000 | 6 | 8 |

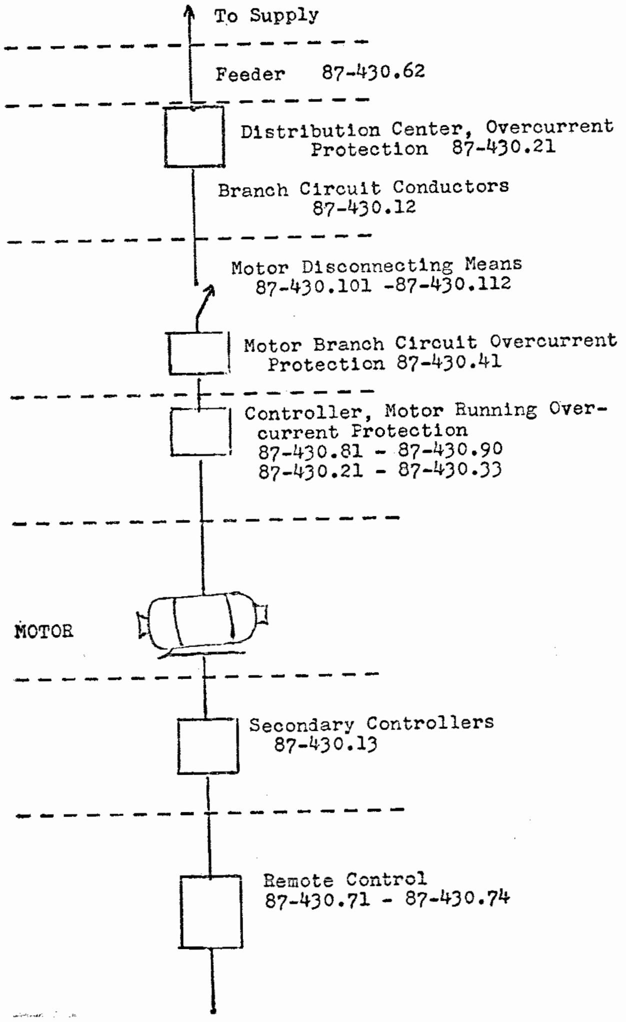
Diagrams 1 through 19. (Refer to Table 28)



**See Note 2 of Table 28.

**See Note 1 of Table 28.

DIAGRAM 20. MOTOR FEEDERS AND BRANCH CIRCUITS.


To Supply
Feeder 87-430.62
Distribution Center, Overcurrent Protection 87-430.21
Branch Circuit Conductors 87-430.12
Motor Disconnecting Means 87-430.101 -87-430.112
Motor Branch Circuit Overcurrent Protection 87-430.41
Controller, Motor Running Overcurrent Protection 87-430.81 - 87-430.90 87-430.21 - 87-430.33
MOTOR
Secondary Controllers 87-430.13
Remote Control 87-430.71 - 87-430.74

APPROVED EMERGENCY SERVICES

SYSTEM II

NORMAL AUXILIARY

DIAGRAM #4.

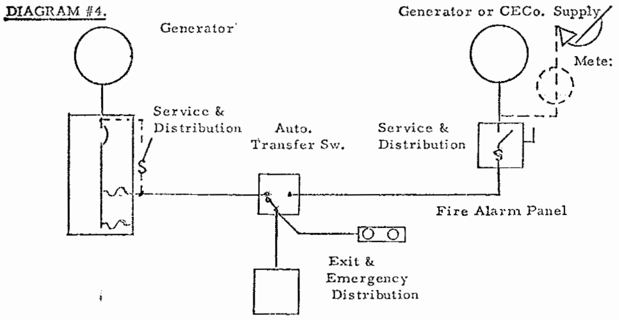
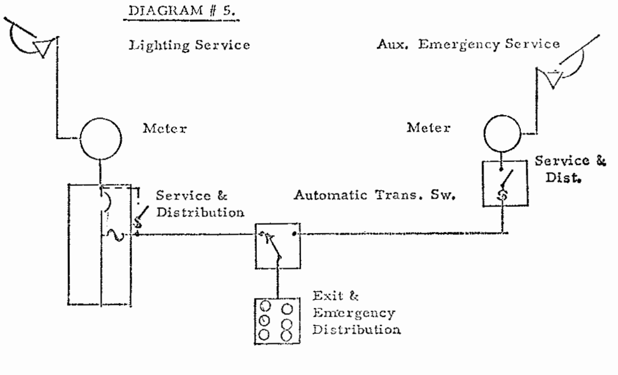

Generator
Generator or CECo. Supply
Meter
Service & Distribution
Auto. Transfer Sw.
Service & Distribution
Fire Alarm Panel
Exit & Emergency Distribution

DIAGRAM # 5.


Lighting Service
Aux. Emergency Service
Meter
Meter
Service & Dist.
Service & Distribution
Automatic Trans. Sw.
Exit & Emergency Distribution

APPROVED EMERGENCY SERVICES

SYSTEM III

DIAGRAM # 1.

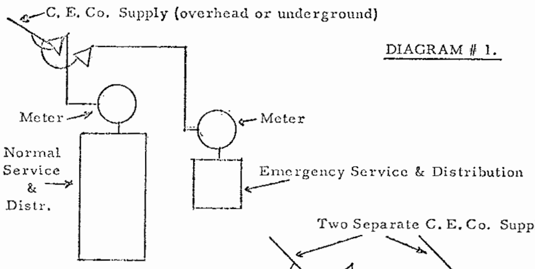

C. E. Co. Supply (overhead or underground)
Meter
Meter
Normal Service & Distr.
Emergency Service & Distribution

DIAGRAM # 2.

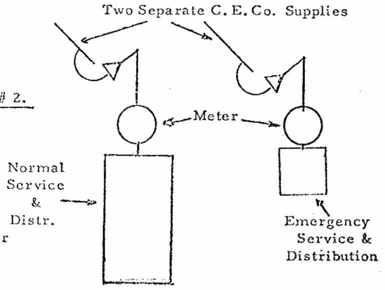
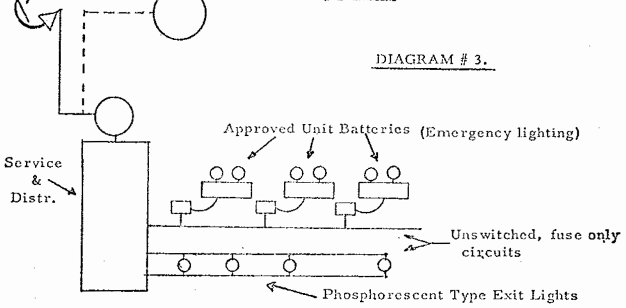

Two Separate C. E. Co. Supplies
Meter
Normal Service & Distr.
Emergency Service & Distribution

DIAGRAM # 3.


CECo. Supply or Generator
Service & Distr.
Approved Unit Batteries (Emergency lighting)
Unswitched, fuse only circuits
Phosphorescent Type Exit Lights

APPROVED EMERGENCY SERVICES
SYSTEMII

DIAGRAM # 6.

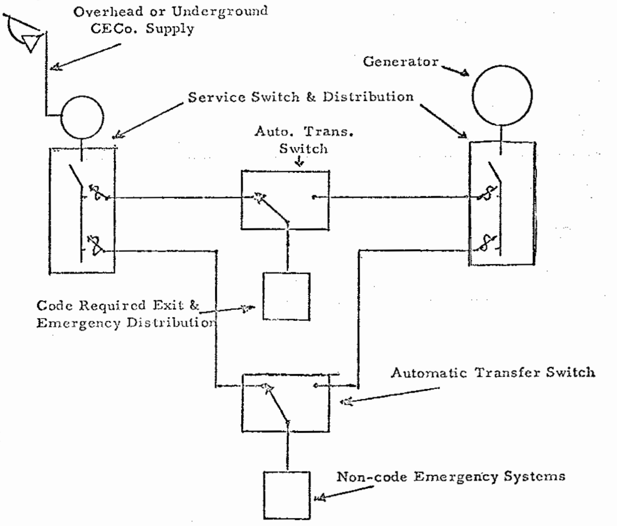
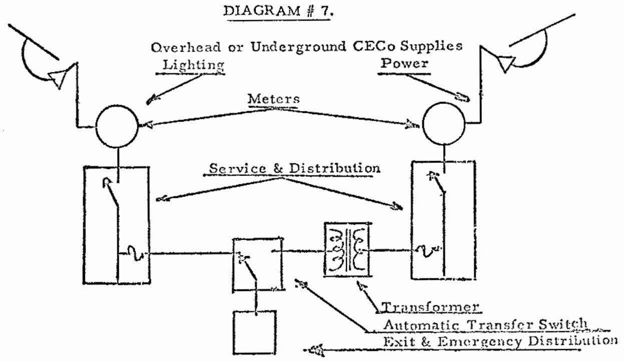
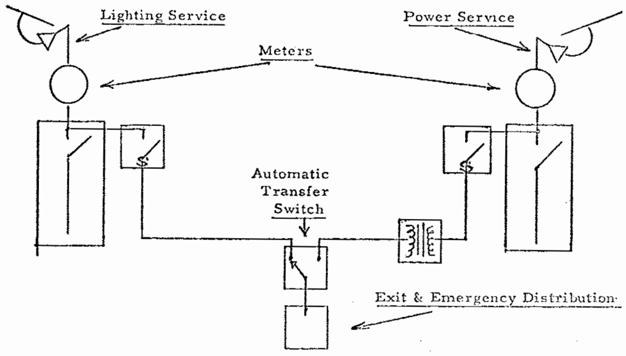

NORMAL
AUXILLIARY
Overhead or Underground CECo. Supply
Generator
Service Switch & Distribution
Auto. Trans. Switch
Code Required Exit & Emergency Distribution
Automatic Transfer Switch
Non-code Emergency Systems

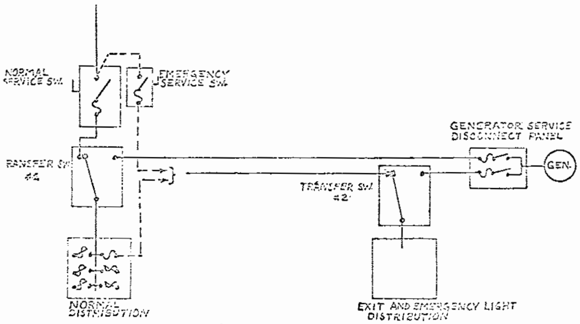
DIAGRAM # 7.


Overhead or Underground CECo Supplies
Lighting
Power
Meters
Service & Distribution
Transformer
Automatic Transfer Switch
Exit & Emergency Distribution

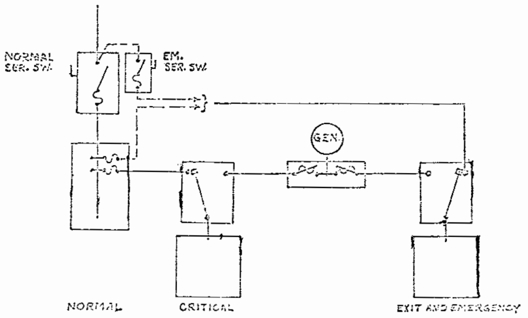
APPROVED EMERGENCY SERVICES
SYSTEM II

Diagram # 8.


Lighting Service
Power Service
Meters
Automatic Transfer Switch
Exit & Emergency Distribution


NORMAL SERVICE SW.
EMERGENCY SERVICE SW.
TRANSFER SW. #1
GENERATOR SERVICE DISCONNECT PANEL
GEN.
TRANSFER SW. #2
NORMAL DISTRIBUTION
EXIT AND EMERGENCY LIGHT DISTRIBUTION

100% LOAD TRANSFER -TO STAND-BY GENERATOR


NORMAL SER. SW.
EM. SER. SW.
GEN.
NORMAL
CRITICAL
EXIT AND EMERGENCY

SELECTIVE LOAD TRANSFER-TO STAND-BY GENERATOR

DIAGRAM # 9.

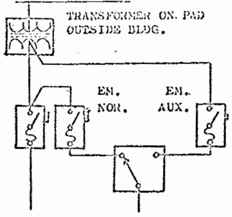

TRANSFORMER ON. PAD OUTSIDE BLDG.
EM. NOR.
EM. AUX.

DIAGRAM # 10.

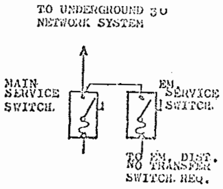

TO UNDERGROUND 30 NETWORK SYSTEM
MAIN SERVICE SWITCH.
EM. SERVICE SWITCH.
TO EM. DIST. NO TRANSFER SWITCH. REQ.

DIAGRAM # 11.

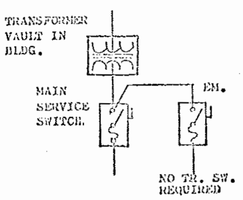
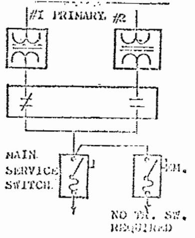
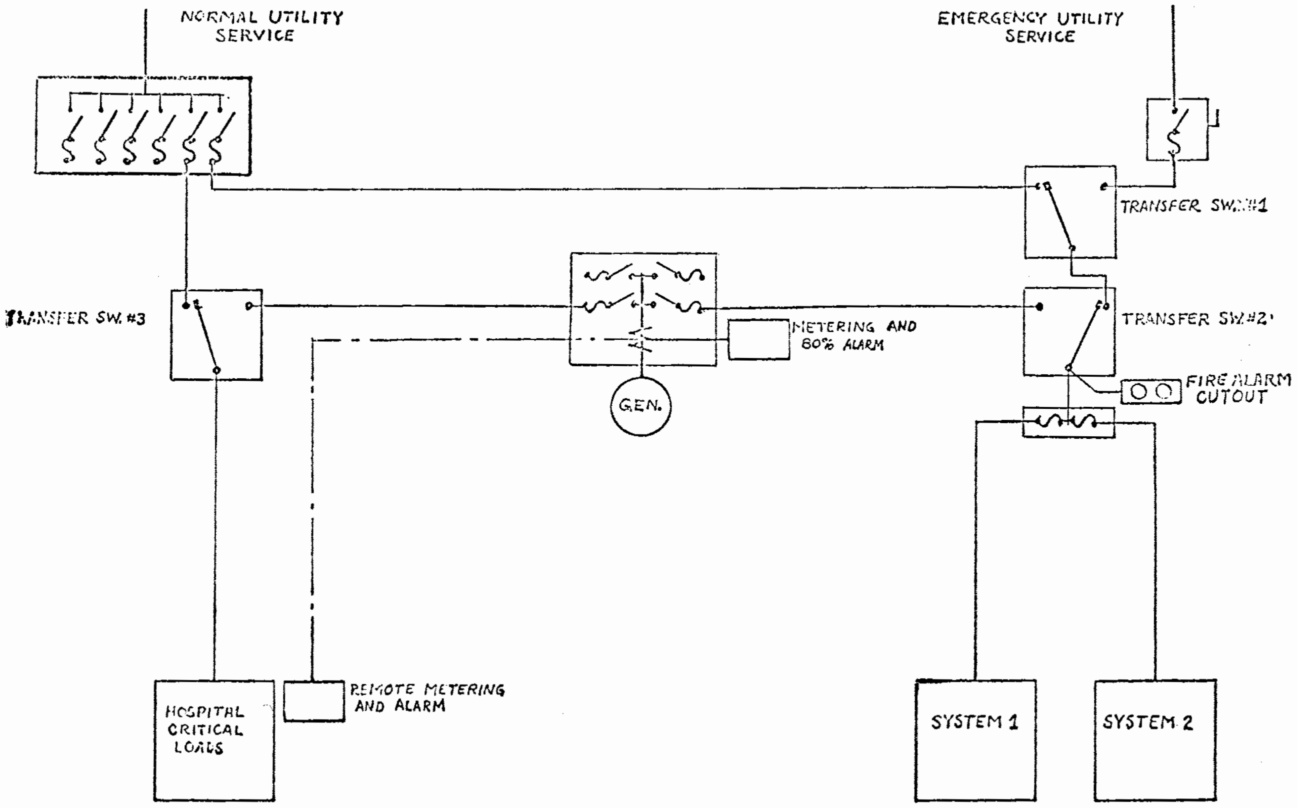

TRANSFORMER VAULT IN BLDG.
MAIN SERVICE SWITCH.
EM.
NO TR. SW. REQUIRED

DIAGRAM # 12.


#1 PRIMARY. #2
MAIN SERVICE SWITCH.
EM.
NO TR. SW. REQUIRED

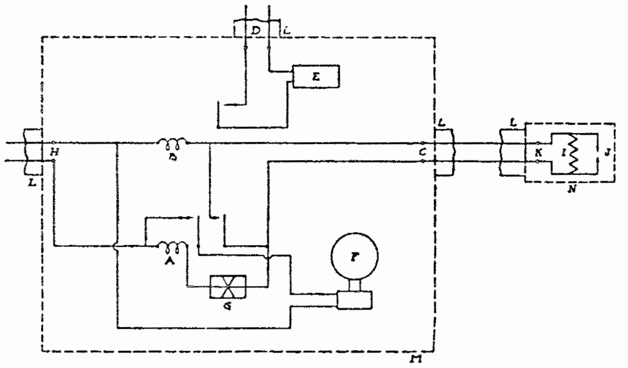

NORMAL UTILITY SERVICE
EMERGENCY UTILITY SERVICE
TRANSFER SW. #1
TRANSFER SW. #3
TRANSFER SW. #2
METERING AND 80% ALARM
GEN.
FIRE ALARM CUTOUT
REMOTE METERING AND ALARM
HOSPITAL CRITICAL LOADS
SYSTEM 1
SYSTEM 2

TYPICAL 1-LINE DRAWING OF HOSPITAL EMERGENCY SYSTEM
WITH STANDBY GENERATOR

Diagram 30

CIRCUIT FOR FIRE ESCAPE ALARM

A—Alarm Relay—Front Contacts.
B—Supervisory Relay Back Contact.
C—Terminals for Fire Escape Circuit.
D—Terminals for General Lighting System.
E—Supervisor Signal.
F—Fire Escape Alarm.
G—Switch—This Switch Allowed by Special Permission.
H—Terminals 110 V. Emergency System.
I—Resistance Unit.
J—Outside Switch.
K—Terminals for Alarm, Resistance, and Shunt Circuit.
L—Rigid Conduit and Flexible Conduit at Hinged Joint of Fire Escape.
M—Metal Cabinet Enclosure.
N—Housing for Outside Switch and Resistance.



CIRCUIT FOR FIRE ESCAPE ALARM.

SECTION 208. That Section 21-11 of the Municipal Code of Chicago is amended to read as follows:

### Electrical Commission

"21-11. There is hereby established a commission which shall be known as the electrical commission of the city, and which shall consist of six members. The commissioner of buildings or the chief electrical inspector of the bureau of electrical inspection shall be a member, and the ex-officio chairman, of such commission. Of the other five members, one shall be an electrical contractor, one a journeyman electrician, one a representative of an inspection bureau maintained by the fire underwriters, one shall be a registered professional engineer, and one a representative of an electricity supply company, all of whom shall be appointed by the mayor and confirmed by the city council.

The commissioner of buildings or the chief electrical inspector shall serve on such commission without additional compensation therefor. The other members shall receive such compensation as may be fixed by the city council."

SECTION 209. That Section 155-11 of the Municipal Code of Chicago is amended by deleting therefrom:

"fifty-five"; and is further amended by inserting in lieu thereof; "one hundred"; and is further amended by deleting therefrom: "sixteen dollars and fifty cents."; and is further amended by inserting in lieu thereof: "twenty-five dollars."

SECTION 210. That Section 155-17 of the Municipal Code of Chicago is amended by deleting therefrom;

"eleven dollars"; and is further amended by inserting in lieu thereof: "twenty-five dollars".

SECTION 211. That Chapter 87 of the Municipal Code of Chicago is amended by adding thereto the following:

'87-440. Total On-Site Generators.

87-440.1. Scope. The provisions of this section shall be applicable only to those generators and associated controls or auxiliary equipment which provide the normal electrical supply to the lighting and power in the premises on which they are located. These provisions shall not apply to emergency generators, which are covered by Section 88-700, nor to generators which serve specific loads on premises which are normally served by the Commonwealth Edison Company.

87-440.2. Description. The term "On-Site Generator" as used in this Code shall be construed to include one or more fuel supplies, one or more prime movers or turbines, one or more generators, auxiliary pumps, booster pumps, control equipment, safety devices, alarms, signals, (either visual or audible) and all other electrical or mechanical equipment necessary for the proper operation of the generators under all probable conditions.

87-440.3. Other Sections Applicable. In addition to the requirements of this section, the electrical installation including all equipment and conductors shall conform with all other applicable provisions of this Code.

87-440.4. Plans Required. Complete and detailed plans and specifications depicting the entire electrical installation shall be submitted to the Bureau of Electrical Inspection and shall receive the "Approval" of that Bureau before any construction work is started on the installation site.

87-440.5. Location. All On-Site Generators and equipment attendant thereto shall be located indoors. Except by special permission, they shall be located on the first floor or in the basement of the building being served. All equipment shall be grouped insofar as is practical. Ample working space shall be provided around such equipment. Working space as is required for switchboards shall be provided around all electrical components. No On-Site Generator shall be installed in a wet location.

Where the possibility of flooding exists, the entire area shall be provided with sumps and sump pumps which shall be connected through a transfer switch to an emergency source of electrical supply. Spaces required by and allocated to the generators and the auxiliary equipment shall not be accessible to other than qualified personnel. All such spaces shall be enclosed with masonry walls not less than 4" thick. Floors and ceilings shall be of concrete construction and shall be of the required fire rating after all construction is completed. Doors and openings through the walls, floors and ceiling shall be of metal construction.

87-440.6. Generating Capacity Required. Generating capacity equal to the values required in Sections 87-230 (Services) and 87-220 (Feeders) for the type of occupancy to be served shall be available at all times and under all conditions of operation and maintenance. The total required capacity shall be provided by utilizing not less than two complete generating units on each installation. Generating units provided as "Emergency Units" shall not be counted as part of the normal generating capacity.

87-440.7. Emergency Provisions. Where On-Site Generators are installed in types of occupancies which require "Emergency Systems" by the provisions of 88-700 of this code, the required auxiliary sources of supply shall be from a generator which utilizes a fuel different than the type being used in the normal generators, or the same fuel from a different source, an approved battery system or a service from the Commonwealth Edison Company. The Emergency System shall conform in all respects with the provisions of 88-700.

87-440.8. Control and Operation. Adequate control shall be provided to assure safe and continuous operation. Safety devices shall be provided to prevent mechanical damage from such failures as low oil pressure, high water pressure, excess speed, high steam pressure, over voltage, low gas pressure, etc. Alarms, audible and visual, shall be installed so as to signal such failures. Meters and instruments shall be installed so as to make the following information immediately available to the Operator or any other person so qualified as to need the information: voltage, amperes, total running time of each generator, cycles (hertz) temperatures, oil pressures; gas pressures, KW and any other data, which is vital to the proper function of the unit. Unit operation shall be alternated that each unit will be utilized the same amount of time. Controls shall be so connected that in emergency situations the Operator can manually override all automatic controls.

87-440.9. Ventilation Required. Adequate mechanical ventilation shall be provided so as to maintain a temperature compatible with the rating of the electrical equipment involved. Many fuels used with this type of equipment are highly explosive or volatile. The electrical installation in those areas deemed hazardous by the Bureau of Electrical Inspection shall conform to the applicable provisions of 88-500.

87-440.10. Operating Personnel. One or more Register Generator Operators shall be on duty at all times that the generator is in service, or that the building it serves is occupied.

87-440.11. Duties of the Registered Generator Operator. It shall be the duty of the Registered Generator Operator to assume and maintain complete responsibility for the proper operation of the On-Site Generating plant. He shall start, stop or parallel the units. He shall keep an accurate log of the operation and maintenance of all prime mover and generating equipment.

87-440.12. Certificate to be Posted. The Certificates of all Registered Generator Operators employed in any building shall be posted in a prominent location in the generator room."

SECTION 212. That Chapter 86 of the Municipal Code of the City of Chicago is amended by adding thereto the following:

"86-34. Registered Generator Operator. No On-Site Generator shall be placed in operation until time as one or more Registered Generator Operators have been employed and have assumed the responsibility for the operation of the generators.

(a) Qualifications. Applicants for registration as a generator operator shall be at least 21 years of age; shall have successfully completed four (4) years of high school; shall have at least two (2) years of experience in the operation of machinery and electrical equipment, and shall pass an appropriate comprehensive examination administered by the Bureau of Electrical Inpection.

(b) Certificates. Upon the successful completion of the required examination, the Bureau of Electrical Inspection shall issue to the applicant a Certificate of Registration which shall be prominently displayed in the generator room of the building in which the Operator is employed.

(c) Registration Procedure. Applications shall be made upon forms provided by the Bureau of Electrical Inspection. An examination fee of $5.00 shall be paid at the time the application is submitted and shall be paid for each succeeding examination if the results of the first examination are not satisfactory. The examinations given to applicants shall be prepared by the Electrical Commission, and the results shall be judged by them.

(d) Annual Registration Fee. A registration fee of $25.00 per year, payable on January 1, each year, shall be charged for each Registered Generator Operator."

SECTION 213. This ordinance shall be in full force and effect from and after its passage and due publication.

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## Chapter 47 of Municipal Code Amended Concerning Definition of Exhibition Areas.

The Committee on Buildings and Zoning submitted the following report:

CHICAGO, March 11, 1970.

*To the President and Members of the City Council:*

Your Committee on Buildings and Zoning, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Richard J. Daley, Mayor (referred to Your Committee on February 25, 1970) to amend the Municipal Code of Chicago, Chapter 47 (Definitions), Section 47-2, by inserting a definition of "Exhibition Areas", begs leave to recommend that Your Honorable Body pass the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 9 members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) KENNETH E. CAMPBELL,
*Chairman.*

On motion of Alderman Campbell the proposed ordinance transmitted with the foregoing committee report was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Lupo, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—36.

*Nays*—None.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The Municipal Code of Chicago Chapter 47, Section 47-2, is hereby amended by adding a new definition, italicized below, to be placed immediately following the definition of "Escalator":

*"Exhibition Areas: Any building or buildings, area or areas, within a building used for temporary exhibition of goods, wares, merchandise or equipment."*

SECTION 2. This ordinance shall take effect on and after due passage and publication.

---

## Chapter 48 of Municipal Code Amended Concerning Classification of Buildings by Occupancy.

The Committee on Buildings and Zoning submitted the following report:

CHICAGO, March 11, 1970.

*To the President and Members of the City Council:*

Your Committee on Buildings and Zoning, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Richard J. Daley, Mayor (referred on February 25, 1970) to amend the Municipal Code of Chicago, Chapter 48 (Classification of Buildings by Occupancy), Section 48-4, by changing "Exhibition halls" to "Exhibition areas"; and to amend Section 48-13.1, Subsection (b) by adding a new subparagraph to be numbered "(6)" to read "(6) Exhibition Areas. . . . 20 sq. ft.", begs leave to recommend that Your Honorable Body pass the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 9 members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) Kenneth E. Campbell,
*Chairman.*

On motion of Alderman Campbell the proposed ordinance transmitted with the foregoing committee report was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Lupo, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—36.

*Nays*—None.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

Section 1. The Municipal Code of Chicago, Chapter 48, Section 48-4 is hereby amended by deleting the word "halls" which appears after the word "Exhibition", contained in brackets below, and substituting therefor the word "areas", italicized below, as follows:

"Exhibition [halls] *areas"*

Section 2. The Municipal Code of Chicago, Chapter 48, Section 48-13.1 Subsection (b) is hereby amended by adding a new sub-paragraph to be numbered (6), italicized below, as follows:

*"(6) Exhibition Areas..........................20 sq. ft."*

Section 3. This ordinance shall take effect on and after due passage and publication.

---

### Chapter 54 of Municipal Code Amended Concerning Building Assembly Units.

The Committee on Buildings and Zoning submitted the following report:

Chicago, March 11, 1970.

*To the President and Members of the City Council:*

Your Committee on Buildings and Zoning, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Richard J. Daley, Mayor (referred to Your Committee on February 25, 1970) to amend the Municipal Code of Chicago, Chapter 54 (Assembly Units), Section 54-8.4 concerning exit connections, by adding a new subsection as follows:

> "(c) Vertical exits shall be cumulative between floors in cases of open multi-leveled type spaces such as balconies and mezzanines in theaters";

to amend said Chapter by adding new Sections 54-9, 54-9.1, 54-9.2, 54-9.3, 54-9.4, and 54-9.5; and to amend said Chapter by adding a new Section 54-10, begs leave to recommend that Your Honorable Body pass the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 9 members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) Kenneth E. Campbell,
*Chairman.*

On motion of Alderman Campbell the proposed ordinance transmitted with the foregoing committee report was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Lupo, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—36.

*Nays*—None.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

Section 1. The Municipal Code of Chicago, Chapter 54, Section 54-8.4 is hereby amended by adding a new subsection to be numbered (c), italicized below, as follows:

*"(c) Vertical exits shall be comulative between floors in case of open multi-leveled type spaces such as balconies and mezzanines in theatres."*

Section 2. The Municipal Code of Chicago Chapter 54, is hereby further amended by adding new Sections 54.9, 54.9.1, 54-9.2, 54-9.3 and 54-9.5, italicized below, as follows:

*"54-9. Every new Exhibition Area in excess of 10,000 square feet shall comply with all applicable provisions of this Code and with the provisions of Section 54-9.1 through 54-9.5 of this Code.*

*"54-9.1. Automatic smoke and heat vents shall be installed on the top most occupied level of every Exhibition Area at a vent ratio of one (1) square foot of vent area for each 100 square feet of floor area. Vents shall be spaced no greater than 100 feet apart (on centers.).*

*"54-9.2. Non-combustible draft curtains at least 6 feet in depth shall be provided on the top most occupied level of every Exhibition Area. Maximum area enclosed by draft curtains shall not exceed 25,000 square feet.*

*"54-9.3. Exhibition areas on lower floor levels shall be provided with automatic smoke and heat venting at a rate of 2 cfm per square foot measured at 70° F. Fans for this purpose are to be wired to an emergency power supply and operated by smoke detectors. All smoke detectors shall be approved by Underwriters Laboratories and the Chicago Bureau of Fire Prevention.*

*"54-9.4. Mimimum width of aisles in Exhibition Areas shall be 8 feet.*

*"54-9.5. All mechanical equipment used in supplying or recirculating air in an Exhibition Area shall be automatically stopped by smoke detectors. Smoke detectors shall be approved as required in Section 54-9.3 of this Code."*

Section 3. The Municipal Code of Chicago, Chapter 54, is hereby further amended by adding a new Section 54-10, italicized below, as follows:

*"54-10. Areas used for storage of combustible containers in new and existing buildings with Exhibition Areas shall be enclosed with 2 hour fire resistive construction and shall have a Standard Sprinkler System as defined in Chapter 91 of this Code."*

SECTION 4. This ordinance shall take effect on and after ten days from the date of its due passage and publication.

### Chapter 62 of Municipal Code Amended Concerning Fire-Resistive Requirements.

The Committee on Buildings and Zoning submitted the following report:

CHICAGO, March 11, 1970.

*To the President and Members of the City Council:*

Your Committee on Buildings and Zoning, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Richard J. Daley, Mayor (referred to Your Committee on February 25, 1970) to amend the Municipal Code of Chicago, Chapter 62 (Fire-Resistive Requirements), Section 62-5, Subsection (a), Subparagraph (1) concerning public corridors and area separations, by adding certain language; and to amend Section 62-9.6 concerning requirements for interior trim by adding a new Subsection "(i)", begs leave to recommend that Your Honorable Body pass the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 9 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) KENNETH E. CAMPBELL,
*Chairman.*

On motion of Alderman Campbell the proposed ordinance transmitted with the foregoing committee report was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Lupo, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—36.

*Nays*—None.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The Municipal Code of Chicago, Chapter 62, Section 62-5, subsection (a), subparagraph (1) is hereby amended by adding thereto certain language, italicized below, as follows:

"62-5(a) Public Corridors and Area Separations. (1) In Business, Mercantile, Industrial and Storage units, *or buildings fully protected by a standard sprinkler system, as defined in Chapter 91 of this Code,* partitions, floor construction and ceiling construction enclosing public corridors shall be of construction providing fire resistance of not less than one hour with doors not less fire resistive than one and three-fourths inch solid slab doors or shall be constructed of non-combustible materials; provided, however, that wherever glass is used it shall be of a minimum thickness of one-quarter inch."

SECTION 2. The Municipal Code of Chicago, Chapter 62, Section 62-9.5 is hereby amended by adding a new subsection (i), italicized below, as follows:

*"(i) in buildings which are equipped with a standard sprinkler system as defined in Chapter 91 of this Code, Class 3.*

SECTION 3. This ordinance shall take effect on and after ten days from the date of its due passage and publication.

### Chapter 64 of Municipal Code Amended Concerning Fire Extinguishing Apparatus.

The Committee on Buildings and Zoning submitted the following report:

CHICAGO, March 11, 1970.

*To the President and Members of the City Council:*

Your Committee on Buildings and Zoning, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Richard J. Daley, Mayor (referred to Your Committee on February 25, 1970) to amend the Municipal Code of Chicago, Chapter 64 (Fire Extinguishing Apparatus), Section 64-1.2 concerning special requirements, by adding new Subsections "(i)" and "(j)"; to amend Section 64-2 concerning standpipes, by adding a new Subsection "(e)"; and to amend Section 64-4.1 concerning locations where fire extinguishers are required, by adding a new Subsection "(h)", begs leave to recommend that Your Honorable Body pass the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 9 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) KENNETH E. CAMPBELL,
*Chairman.*

On motion of Alderman Campbell the proposed ordinance transmitted with the foregoing committee report was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Lupo, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—36.

*Nays*—None.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The Municipal Code of Chicago Chapter 64, Section 64-1.2, is hereby amended by adding new subsections (i) and (j), italicized below, as follows:

"(i) *In every building hereafter erected and used primarily as an Exhibition Area or in that portion of any building hereafter erected and used as an Exhibition Area.*

"(j) *On or before December 31, 1970 in every existing building used primarily as an Exhibition Area or in that portion of any building used as an Exhibition Area."*

SECTION 2. The Municipal Code of Chicago Chapter 64, Section 64-2, is hereby amended by adding a new subsection (e), italicized below, as follows:

"(e) *In Exhibition Areas standpipes shall be provided regardless of the height of the building and standpipe locations shall provide complete coverage of the fire area with 100 foot hose lengths and 30 foot hose streams."*

SECTION 3. The Municipal Code of Chicago Chapter 64, Section 64-4.1, is hereby amended by adding a new subsection (h), italicized below, as follows:

"(h) *Fire extinguishers in Exhibition Areas shall be provided at all hose cabinets as required in Section 64-2 (e) of this Code."*

SECTION 4. This ordinance shall take effect on and after ten days from the date of its due passage and publication.

## Chapter 67 of Municipal Code Amended Concerning Exit Requirements.

The Committee on Buildings and Zoning submitted the following report:

CHICAGO, March 11, 1970.

*To the President and Members of the City Council:*

Your Committee on Buildings and Zoning, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Richard J. Daley, Mayor (referred to Your Committee on February 25, 1970) to amend the Municipal Code of Chicago, Chapter 67 (Exit Requirements), Section 67-2, Subsection (c) by adding language to the definition of "Horizontal Exits"; to amend Section 67-3.1, Subsection (b) concerning use of horizontal exits; to amend Section 67-5.2 concerning distances between exits by deleting certain language; to amend Section 67-6.3 concerning maximum travel distances; to amend Section 67-6.4 concerning maximum travel distance increases permitted; to amend Section 67-13 concerning horizontal exits; and to amend Section 67-13.2, Subsection (a) concerning doors, begs leave to recommend that Your Honorable Body pass the said proposed ordinance, which is transmitted herewith.

This recommendtion was concurred in by 9 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) KENNETH E. CAMPBELL,
*Chairman.*

On motion of Alderman Campbell the proposed ordinance transmitted with the foregoing committee report was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Lupo, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—36.

*Nays*—None.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The Municipal Code of Chicago, Chapter 67, Section 67-2, subsection (c), is hereby amended by adding certain language, italicized below, as follows:

"(c) Horizontal Exit. A horizontal exit is a protected opening through *a two hour fire partition through or over* or around a fire wall or a bridge connecting two buildings."

SECTION 2. The Municipal Code of Chicago, Chapter 67, Section 67-3.1, subsection (b), is hereby amended by adding certain language, italicized below, as follows:

"(b) Horizontal Exits. A horizontal exit may be used in lieu of an interior stairway when there is not less than one interior stairway or outside exit in each fire area connected by the horizontal exit, *provided that no greater than fifty per cent of the exits in any fire area shall be horizontal exits."*

SECTION 3. The Municipal Code of Chicago, Chapter 67, Section 67-5.2 is hereby amended by deleting certain language contained in brackets below, as follows:

"67-5.2. Where more than one means of exit is required from any room space or floor of a building, they shall be arranged [as] remote [as practicable] from one another."

SECTION 4. The Municipal Code of Chicago, Chapter 67, Section 67-6.3, is hereby amended by deleting certain language contained in brackets below, and by adding certain language, italicized below, as follows:

"67-6.3. Except as provided in section 67-6.4, travel distances shall not exceed the following:

| | | |
|---|---|---|
| "Residential Units | 100 ft. | |
| Institutional Units | 100 ft. | |
| Assembly Units | | |
| grade floors | 150 ft. | |
| other floors | [100 ft.] | *150 ft.* |
| *Exhibition Areas* | *150 ft.* | |
| Open Air Assembly Units | 150 ft. | |
| Business Units | 150 ft. | |
| Mercantile Units | 150 ft. | |
| Industrial Units | 150 ft. | |
| Storage Units | 150 ft. | |
| Hazardous Use Units | 75 ft." | |

SECTION 5. The Municipal Code of Chicago, Chapter 67, Section 67-6.4, is hereby amended by deleting certain language contained in brackets below, and by adding certain language, italicized below as follows:

"67-6.4. In a building equipped throughout with [an approved] *a standard sprinkler* system *as defined in Chapter 91 of this Code,* the maximum travel distance in a Business, Mercantile, Industrial, *Exhibition Areas,* or Storage Units may be fifty per cent greater than that established in Section 67-6.3 *of this Code."*

SECTION 6. The Municipal Code of Chicago, Chapter 67, Section 67-13, is hereby amended by deleting said section in its entirety, contained in brackets below, and substituting therefor a new section 67-13, italicized below, as follows:

"[67-13. Horizontal exits shall consist of doorways through a fire wall or bridges or balconies connecting to other buildings or separate fire areas of the same building complying with the provisions of sections 67-13.1 to 67-13.3, inclusive.]

*"67-13. A horizontal exit shall consist of a doorway through a two hour fire resistive partition to an area of refuge in a separate fire area of the building and complying with Sections 67-13.1 to 67-13.3, inclusive, of this Code."*

SECTION 7. The Municipal Code of Chicago, Chapter 67, Section 67-13.2, subsection (a), is hereby amended by deleting certain language in brackets below, and adding certain language, italicized below, as follows:

"67-13.2. (a) Doors shall [comply with all requirements for doors to stair enclosures] *be one and one-half hour class 'B' automatic closing* except that when opening through a fire wall they shall provide fire resistance for such openings as required in section 62-1 *of this Code.*"

SECTION 8. This ordinance shall take effect on and after ten days from date of its due passage and publication.

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## Chapter 70 of Municipal Code Amended Concerning Foundations.

The Committee on Buildings and Zoning submitted the following report:

CHICAGO, March 11, 1970.

*To the President and Members of the City Council:*

Your Committee on Buildings and Zoning, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Richard J. Daley, Mayor (referred to Your Committee on February 25, 1970) to amend the Municipal Code of Chicago, Chapter 70 (Foundations) by deleting in their entirety Sections 70-12, 70-12.1, 70-12.2, 70-12.3, Subsections (a), (B) and (c), 70-13, 70-13.1, 70-13.2, Subsections (a) and (b), 70-13.3, Subsections (a) and (b) and substituting therefor new Sections 70-12, 70-12.1, Subsections (a), (b), (c) and (d); 70-12.2, Subsections (a), (b), (c) and (d); 70-12.3, Subsections (a), (b), Subparagraphs (1), (2), (3), (4) and (5), (c); 70-12.4, Subsections (a), (b), (c), (d) and (e); 70-12.5; 70-12.6; 70-12.7, Subsections (a), (b) and (c); and 70-13, begs leave to recommend that Your Honorable Body pass the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 9 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) KENNETH E. CAMPBELL,
*Chairman.*

On motion of Alderman Campbell the proposed ordinance transmitted with the foregoing committee report was *Passed*, by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Lupo, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—36.

*Nays*—None.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The Municipal Code of Chicago, Chapter 70, Sections 70-12, 70-12.1, 70-12.2, 70-12.3, Subsections (a), (b) and (c), 70-13, 70-13.1, 70-13.2, Subsections (a) and (b), 70-13.3, Subsections (a) and (b) are hereby amended by deleting said sections in their entirety, contained in brackets below, and substituting therefor new sections 70-12, 70-12.1, subsections (a), (b), (c) and (d); 70-12.2, subsections (a), (b), (c) and (d); 70-12.3, subsection (a), (b) subparagraphs (1), (2), (3), (4) and (5), (c); 70-12.4, subsections (a), (b), (c), (d) and (e); 70-12.5; 70-12.6; 70-12.7, subsections (a), (b) and (c); and 70-13, italicized below as follows:

"[70-12. Foundation columns shall consist of steel pipe shells extending to rock and completely filled with concrete with or without steel reinforcement or cores. Foundation columns shall comply with the provisions of sections 70-12.1 to 70-13.3, inclusive.]

"[70-12.1. The pipe shall comply with the American Society for Testing Materials specifications for Welded and Seamless Steel Pipe Piles (A252-55) and shall have a minimum thickness of 0.30 inch. The nominal diameter of pipe shall not be less than twenty-two inches. [Amend. Coun. J. 11-18-59, p. 1167.]

"[70-12.2. Foundation columns shall extend to solid rock, as defined in section 70-2.1 (a).]

"[70-12.3. (a) If the base of the foundation column is less than one foot below the surface of the solid rock, the bearing load on solid rock shall not exceed one hundred tons per square foot or the value determined by tests as provided in section 70-2.5.]

"[(b) If the base of the foundation column is one foot or more below the surface of the solid rock, the allowable bearing value may be increased twenty per cent for each foot of depth greater than one foot, but shall not exceed two hundred tons per square foot.]

"[(c) When the column extends through a layer of unstable soil, the maximum design load shall be computed as a column with an unsupported length equal to the depth of the unstable layer of soil, plus four times the diameter of the column.]

"[70-13. Foundation piers or caissons shall be of concrete with or without steel reinforcement, extending to solid rock or to hardpan and complying with the provisions of sections 70-13.1 to 70-13.3 inclusive.]

"[70-13.1. Piers or caissons bearing on hardpan may be belled to increase load carrying capacity, provided that such bell shall be at least twelve inches thick at its edge and that the sides shall slope at an angle of not less than sixty degrees with the horizontal.]

"[70-13.2. (a) The allowable bearing value shall be the bearing capacity of the hardpan or rock as provided in section 70-2.4 (a).]

"[(b) The load used in determining the areas of the pier and of the belled bottom shall be the load supported at the top of the pier.]

"[70-13.3. (a) Hardpan. Where piers are to be supported on hardpan, the thickness of the hardpan strata shall be determined by borings extended not less than six feet below the bottom of the pier.]

"[(b) Rock. When piers extend to bed rock, the thickness of the solid rock strata shall be determined by borings extended not less than eight feet into solid rock. The rock bottom of not less than ten per cent of the total number of piers evenly distributed over the site shall be so drilled.]"

*"70-12 Foundation caissons. Foundation caissons shall be concrete filled shafts with or without bottom bells. They may be hand or machine excavated, extending to or into solid rock, hardpan or other bearing material determined to be suitable by approved engineering analysis and testing procedures. Foundation caissons shall comply with the provisions of Sections 70-12.1 to 70-12.7 of this Code.*

"70-12.1 Allowable Loads and Stresses. The allowable loads on caissons shall be subject to the provisions of Section 70-2 of this Code with the following additions:

"(a) Loads may be increased from a maximum of 200,000 pounds per square foot (100 tons per square foot) to a maximum of 400,000 pounds per square foot (200 tsf) but only when the base of the caisson is one foot or more below the surface of solid rock. The additional capacity may be calculated as 20 tons (40,000 pounds) per square foot for each foot of depth greater than one foot that the caisson is embedded in solid rock. Solid rock is defined as sound, unweathered rock without visible voids known to have a minimum, thickness of 8-ft. below the bearing level which is free of detrimental fissures, cracks, clay pockets or disintegrated zones.

"(b) Caissons founded on hardpan overlying a compressible soil layer shall be designed on the basis of the calculated settlement due to compression of this material.

"(c) Piers or caissons bearing on hardpan may be belled to increased load carrying capacity, provided that such bell shall be at least 12 in. thick at its design edge and that the sides shall slope at an angle of not less than 60° with the horizontal.

"(d) The load used in determining the areas of the pier or of the belled bottom for soil bearing pressure calculations shall be the load supported at the top of the pier. Where indicated, negative skin friction or down drag forces resulting from settlement of soil above the bottom of the caisson must be considered as additional load on the caisson.

"70-12.2 Concrete Stresses. All concrete in caissons shall have a minimum ultimate compressive strength, $f'c$ of 3,000 psi as determined by 28 day cylinder tests unless other periods of time are specified in the contract documents.

"(a) The maximum allowable axial stress in the concrete $fc$ shall not exceed $0.25\ f'c$ for caissons without permanent shells.

"(b) When permanent full length non-corrugated steel casing is used, the designer may consider an increase in allowable concrete stress in accordance with the following empirical formula: The maximum allowable axial stress in the concrete, $fc$ shall not exceed $0.30\ fc + 1.5\ (tfy/D)$ for caissons with permanent shells, but not more thnn $0.40\ f'c$ where:

"$t$ = shell thickness in inches after deductions for corrosion

$D$ = inside shell diameter in inches

$fy$ = yield strength of the shell steel

"(c) When reinforcing steel or structural steel are used to increase its load capacity, the caisson shall be designed according to the Code provisions of Chapter 74 of this Code 'Reinforced Concrete Construction', except that strength reductions for length of member need not apply when the caisson has adequate lateral support provided by soil or other positive means.

"(d) When the caisson extends through a layer of unstable soil, the maximum design shall be computed as a column with an unsupported length equal to the depth of the unstable layer of soil plus four times the diameter of the caisson.

"70-12.3 Steel Casings. (a) General. Temporary or permanent casing shall provide sufficient strength to support or resist any loads to which the casing may be subjected.

"(b) Permanent Casing as provided in Section 70-12.2(b) of this Code:

(1) Steel casing shall comply with the specifications of ASTM for welded and seamless steel pipe (A252-63T).

(2) No compressive stress shall be allowed in steel casing.

(3) Permanent casings shall have a minimum thickness of .0075 of the diameter of the caisson.

(4) Welded splices in steel casing shall develop the required strength of the shell material as determined by the Structural Engineer or Architect.

(5) Suitable provision shall be made for transferring stresses from the column into the caisson.

"(c) Corrosion. If evidence of corrosion exists, an investigation of this condition shall be made as part of the design to determine the probable extent and pentration of the corrosion. Appropriate designs shall be provided to account for the corrosive condition.

"70-12.4 Inspection and Testing. (a) Continuous full time inspection of all phases of caisson construction shall be provided. Each caisson shall be inspected by an experienced inspector. The inspector shall be an employee of the Structural Engineer or Architect who prepared and sealed the design plans, or an employee of a firm engaged in soil and foundation engineering, approved by the Structural Engineer or Architect.

"(b) Complete construction records shall be maintained showing all significant information relative to installation. These reports, signed by the Inspector and the Structural Engineer or Architect, shall be submitted to the Building Commissioner.

"(c) When caissons are installed through clay or hardpan, the design bearing pressure shall be confirmed by tests made below the individual caissons, as directed by the Structural Engineer or Architect.

"(d) Where caissons are installed to bear on solid rock, the bottom of caisson excavations shall be probed or drilled to a depth as directed by the Structural Engineer or Architect to detect the possible presence of weak zones.

"(e) Where water cannot be removed from caisson excavation and water is permitted to rise in the caisson and concrete is placed under water, the Structural Engineer or Architect shall require either core borings or other accepted method of exploration to insure that a satisfactory caisson has been constructed.

"70-12.5 Tolerance. Unless compensated for by structural design, permissible maximum construction tolerances shall be: One per cent of length for plumbness, one twenty-fourth the caisson diameter in any direction for location at the top of the caisson except that additional or closer tolerances may be specified by the Structural Engineer or Architect in the contract documents.

"70-12.6 Construction Methods. The contractor's construction procedures must be submitted to the Structural Engineer or Architect for review and comments, which procedures and comments are thereafter to be submitted to the Department of Buildings for inclusion with the permit records prior to installation of the caissons.

*"70-12.7 Safety. Precautions must be taken to assure the safety of men involved in the construction and inspection of caisson excavations. Full length protective casing shall be provided for all personnel.*

*(a) Inspection personnel shall not be permitted to enter caisson excavations without full length protective casing and evidence by means of certified gas detectors that no harmful gas is present.*

*(b) Self-contained breathing apparatus shall be available at all times for personnel entering caisson excavations.*

*(c) Rescue equipment for immediately withdrawing personnel shall be continuously operative when workers are in the caisson excavation.*

*"70-13 Special Type Caissons. The use of foundation caissons of types not specifically mentioned in Section 70-12 of this Code, including those in which a compressive stress is permitted in the shell or in a structural steel core, shall be permitted subject to the provisions of Chapter 69 of this Code."*

SECTION 2. This ordinance shall take effect on and after ten days from the date of its due passage and publication.

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### Chapter 78 of Municipal Code Amended Concerning Existing Buildings.

The Committee on Buildings and Zoning submitted the following report:

CHICAGO, March 11, 1970.

*To the President and Members of the City Council:*

Your Committee on Buildings and Zoning, having under consideration a proposed ordinance transmitted with a communication signed by Honorable Richard J. Daley, Mayor (referred to Your Committee on February 25, 1970) to amend the Municipal Code of Chicago, Chapter 78 (Existing Buildings), Section 78-9 concerning special requirements for assembly units, by adding a new Subsection (f), begs leave to recommend that Your Honorable Body pass the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 9 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) KENNETH E. CAMPBELL,
*Chairman.*

On motion of Alderman Campbell the proposed ordinance transmitted with the foregoing committee report was *Passed*, by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Lupo, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—36.

*Nays*—None.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The Municipal Code of Chicago, Chapter 78, Section 78-9, is hereby amended by adding a new subsection (f), italicized below, as follows:

*"(f) Areas used for storage of combustible containers in new and existing buildings with Exhibition Areas shall be enclosed with a two hour fire resistive construction and shall be equipped with a standard sprinkler system as defined in Chapter 91 of this Code."*

SECTION 2. This ordinance shall take effect on and after ten days from the date of its due passage and publication.

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### Chapter 79 of Municipal Code Amended Concerning Dumb Waiters, Escalators, Etc.

The Committee on Buildings and Zoning submitted the following report:

CHICAGO, March 11, 1970.

*To the President and Members of the City Council:*

Your Committee on Buildings and Zoning, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Richard J. Daley, Mayor (referred to Your Committee on February 25, 1970) to amend the Municipal Code of Chicago, Chapter 79 (Dumb Waiters, Escalators, etc.), Section 79-1.4 concerning temporary use of elevators during construction period by deleting present Subsections (b), (c), (d) and (f), by redesignating present Subsections (e), (g) and (h) as Subsections (f), (h), and (i), respectively; and by adding new Subsections (b), (c), (d), (e) and (g), begs leave to recommend that Your Honorable Body pass the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 9 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) KENNETH E. CAMPBELL,
*Chairman.*

On motion of Alderman Campbell the proposed ordinance transmitted with the foregoing committee report was *Passed*, by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Lupo, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—36.

*Nays*—None.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The Municipal Code of Chicago, Chapter 79, Section 79-1.4, is hereby amended by deleting present subsections (b), (c), (d) and (f), contained in brackets below, by redesignating present subsection (e), (g) and (h) as subsections (f), (h) and (i) respectively with no other changes, and by adding new subsections (b), (c), (d), (e) and (g), italicized below, as follows:

"79-1.4. An elevator being installed for permanent use, or a temporary use elevator, may be used before completion, during construction of the building for carrying workmen or other authorized persons when it is specifically approved for such use by the department of buildings. To be approved for use such elevator and its hoistway shall be provided with the following equipment:

"a) An approved type governor and car safety:

"[b) a car with solid top and sides except at car openings:]

*"b) Buffers under car and counterweight, which shall meet the minimum requirements for speed and capacity as outlined in Section 79-5 of this Code.*

"[c) A suitable hoistway enclosure for full height of shaft:]

*"c) A car with solid top and sides and with car gate, or door, provided with electric contact.*

"[d) Approved type gates at least six (6) feet high at all hoistway openings:]

*"d) A solid hatchway enclosure so supported and braced that when subjected to a pressure of 100 pounds applied at any point in the full height of the shaft, the deflection shall not exceed one inch and shall not reduce the running clearance as outlined in Section 79-4 of this Code.*

> *"EXCEPTION 1: Air holes are permitted, if needed, provided they occur at least seven feet above floor lines.*
>
> *"EXCEPTION 2: Where the temporary elevator shaft is one of a group of shafts, the side or sides of the temporary elevator shaft adjacent to other elevator shafts may be enclosed with wire mesh which will reject a ball greater than one and one-half inch in diameter."*

*"e) Solid swing or slide doors at all hoistway openings."*

"[f) Capacity of said elevator shall be governed by the maximum horizontal free area inside of car in accordance with section 79-5 of the Municipal Code of Chicago. Car speed shall not be over 250 feet per minute. Car and counter weight guide rails, car and counter weight buffers, counter weights and weight frame, car sling and platform may remain as part of the permanent installation:]

"[e)] f) An approved locking device on the hoistway door or gate operable only from the hoistway side of the enclosure:

*"g) Capacity of said elevator shall be governed by the maximum horizontal free area inside of the car in accordance with section 79-5 of this Code shall not be over 500 feet per minute. The car-safety and governor shall be adjusted for a tripping and operating-speed consistent with requirements for the car speed used. Temporary car and counter weight guide rails, and counter weight buffers, counter weights and weight frame, car sling and platform may remain as part of the permanent installation.*

> *EXCEPTION: Temporary elevator equipped with permanent cab and car doors or gates, permanent hoistway enclosures with entrance doors provided with inter-locks, and using permanent control and wiring may be operated at its rated speed.*

"[g)] h) Car safety and terminal stopping devices which have been tested with rated load in the car, in the presence of an inspector from the department of buildings to determine if they are in safe and proper operating condition:

"[h)] i) A competent operator shall be in charge of such elevator."

SECTION 2. This ordinance shall take effect on and after ten days from the date of its due passage and publication.

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### Chapter 81 of Municipal Code Amended Concerning Ventilation.

The Committee on Buildings and Zoning submitted the following report:

CHICAGO, March 11, 1970.

*To the President and Members of the City Council:*

Your Committee on Buildings and Zoning,, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Richard J. Daley, Mayor (referred to Your Committee on February 25, 1970) to amend the Municipal Code of Chicago, Chapter 81 (Ventilation) by deleting Section 81-12 concerning toilet room systems in its entirety and substituting therefor a new Section 81-12, begs leave to recommend that Your Honorable Body pass the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 9 members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) KENNETH E. CAMPBELL,
*Chairman.*

On motion of Alderman Campbell the proposed ordinance transmitted with the foregoing committee report was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Lupo, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—36.

*Nays*—None.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The Municipal Code of Chicago, Chapter 81, Section 81-12, is hereby amended by deleting said section in its entirety, contained in brackets below, and substituting therefor a new section 81-12, italicized below, as follows:

" [81-12. Mechanical exhaust from bath, toilet, urinal, locker, service sink closets and similar rooms, shall be independent from those for rooms of other character. Exhaust from such rooms may be connected to the same exhaust system provided that none of the air is recirculated and that the exhaust fan shall be in operation all of the time that the building is occupied.

" [Mechanical ventilating exhaust system for all rooms shall be independent from those for bath, toilet, urinal and similar rooms, except that:

" [Exhaust ducts from all rooms may be connected to and made a part of the exhaust for toilet, bath and urinal rooms, provided:

"[(a) That the exhaust fan for the system is in operation all of the time that the building is occupied;

" [(b) That the branch duct from each room or group of rooms shall be run parallel and adjacent to the duct from toilet, bath or urinal rooms for a distance of not less than five feet, within which distance there shall be no exhaust openings in either duct, and the connection between the ducts shall be made with an easy curve having its outlet toward the exhaust fan, and

"[(c) That the total quantity of air exhausted from such rooms shall not exceed ten per cent of the capacity of the fan, and

"[(d) That the ducts from food preparation and food consuming spaces, shall not be connected to exhaust systems serving toilet, bath or urinal rooms, and

"[(e) That no air from such exhaust systems shall be recirculated at any time.]"

*" 81-12. Mechanical exhaust systems for bath, toilet, urinal, locker, service sink, closets, and similar rooms shall be entirely independent of other mechanical exhaust systems, except when all of the following conditions exist simultaneously:*

*" (a) the total air exhausted from said bath, toilet, urinal, locker, service sink closets or similar rooms does not exceed ten percent of the capacity of the fan,*

*" (b) no air from such exhaust systems shall be recirculated at any time,*

*" (c) the exhaust fan shall be in operation at all times that the building is occupied,*

*" (d) no room or space in which food is prepared or consumed shall be connected to the common exhaust system. "*

SECTION 2. This ordinance shall take effect on and after ten days from the date of its due passage and publication.

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## Chapter 47 of Municipal Code Amended Concerning Definitions of Day Care Centers Class I and Class II.

The Committee on Buildings and Zoning submitted the following report:

CHICAGO, March 11, 1970.

*To the President and Members of the City Council:*

Your Committee on Building and Zoning, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Richard J. Daley, Mayor (referred to Your Committee on February 25, 1970) to amend the Municipal Code of Chicago, Chapter 47 (Definitions), Section 47-2, by adding in alphabetical interposition language concerning reference to definition of Day-Care Center Class I and Day-Care Center Class II; and by deleting language pertaining to Day Nursery and Nursery School, begs leave to recommend that Your Honorable Body pass the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 9 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) KENNETH E. CAMPBELL,
*Chairman.*

On motion of Alderman Campbell the proposed ordinance transmitted with the foregoing committee report was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Lupo, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—35.

*Nays*—None.

Alderman Despres was excused from voting under Rule 14 of the Council's Rules of Order.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The Municipal Code of Chicago, Chapter 47, Section 47-2 is hereby amended by adding in alphabetical interposition, certain language, italicized below, as follows:

*"Day Care Centers—Class I. For definition see Section 158-1 of this Code. For Occupancy Classification see section 48-4.3 of this Code.*

*"Day Care Center—Class II. For definition see Section 158-1 of this Code.—For Occupancy Classification see section 48-3 of this Code."*

SECTION 2. The Municipal Code of Chicago, Chapter 47, Section 47-2 is hereby further amended by deleting certain language, contained in brackets below, as follows:

"[Nursery, Day. An institution providing care for three or more children under the age of four years for periods of more than four hours but not exceeding twenty-four hours.]

"[Nursery School. A school providing day care service for children from four to six years of age.]"

SECTION 3. This ordinance shall take effect on and after the due date of its passage and publication.

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## Chapter 48 of Municipal Code Amended Concerning Classification of Buildings by Occupancy.

The Committee on Buildings and Zoning submitted the following report:

CHICAGO, March 11, 1970.

*To the President and Members of the City Council:*

Your Committee on Buildings and Zoning, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Richard J. Daley, Mayor (referred to Your Committee on February 25, 1970) to amend the Municipal Code of Chicago, Chapter 48 (Classification of Buildings by Occupancy), Section 48-3, by adding in alphabetical interposition "Day-Care Center, Class II"; to amend Section 48-4.3 concerning Class III Schools by deleting certain language and adding certain language; to amend Section 48-12.5 concerning required Fire Resistants for Occupancy Separation by adding certain language; and to amend Section 48-13.1(b) concerning Assembly Units by adding a new item as follows:

"(6) Day-Care Center in Class I........35 Sq. Ft.",

begs leave to recommend that Your Honorable Body pass the said proposed ordinance as amended by Your Committee, which is transmitted herewith.

This recommendation was concurred in by 9 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) KENNETH E. CAMPBELL,
*Chairman.*

On motion of Alderman Campbell the proposed ordinance transmitted with the foregoing committee report was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Lupo, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—35.

*Nays*—None.

Alderman Despres was excused from voting under Rule 14 of the Council's Rules of Order.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The Municipal Code of Chicago, Chapter 48, Section 48-3 is hereby amended by adding in alphabetical interposition certain language, italicized below, as follows:

*"Day Care Center, Class II."*

SECTION 2. The Municipal Code of Chicago, Chapter 48, Section 48-4.3 is hereby amended by deleting the paragraph entirely and by substituting therein the following new paragraph 48-4.3:

48-4.3: Assembly Units designed or used for educational or institutional purposes shall be classified as Class *C-3 Schools.* Every school shall be classified as follows:

TYPE I SCHOOLS: Type I schools shall include Day Care Centers—Class I not included in Type III Schools, kindergarten schools, elementary schools, high schools and other similar occupancies.

TYPE II SCHOOLS: Type II Schools shall include colleges, schools for adult education, commercial and vocational schools and other similar occupancies.

TYPE III SCHOOLS: Type III Schools shall include Day Care Centers—Class I of 100 children or less located on either the first floor or basement but not both.

SECTION 3. The Municipal Code of Chicago, Chapter 48, Section 48-12.5 is hereby amended by adding certain language, italicized below, as follows:

"48-12.5. Each occupancy in a building of mixed occupancy shall be separated horizontally and vertically from any adjoining occupancy by construction materials providing fire resistance as established in Table 48-12.5. *Separation between Type III School and A, B, C-1, C-2, and E, occupancies may be reduced to one hour. Separations between Type III Schools and F occupancies may be reduced to one hour subject to the approval of the Building Commissioner and Division Marshal in Charge, Bureau of Fire Prevention."*

SECTION 4. The Municipal Code of Chicago, Chapter 48, Section 48-13.1 (b) is hereby amended by adding a new item to be numbered (6), italicized below, as follows:

*"(6) Day Care Center—Class I..35 Square Feet."*

SECTION 5. This ordinance shall take effect on and after the due date of its passage and publication.

## Chapter 51 of Municipal Code Amended Concerning Height and Area Limitations.

The Committee on Buildings and Zoning submitted the following report:

CHICAGO, March 11, 1970.

*To the President and Members of the City Council:*

Your Committee on Buildings and Zoning, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Richard J. Daley, Mayor (referred to Your Committee on February 25, 1970) to amend the Municipal Code of Chicago, Chapter 51 (Height and Area Limitations), Section 51-1.2 concerning maximum allowable heights of buildings by adding certain language; and to amend Section 51-2.4 concerning exceptions to area limitations by adding a new sub-paragraph to be lettered "(d)" pertaining to Type III Schools, begs leave to recommend that Your Honorable Body pass the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 9 members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) KENNETH E. CAMPBELL,
*Chairman.*

On motion of Alderman Campbell the proposed ordinance transmitted with the foregoing committee report was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Lupo, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—35.

*Nays*—None.

Alderman Despres was excused from voting under Rule 14 of the Council's Rules of Order.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The Municipal Code of Chicago, Chapter 51, Section 51-1.2 is hereby amended by adding certain language, italicized below, as follows:

"51-1.2. Except at provided in section 51-1.3, no building shall be hereafter erected or altered to exceed the maximum allowable heights established in Table 51-1.2. *School height limitations are not applicable to Type III schools in buildings of mixed occupancies in construction Types III or better."*

SECTION 2. The Municipal Code of Chicago, Chapter 51, Section 51-2.4 is hereby amended by adding a new sub-paragraph to be lettered (d), italicized below, as follows:

*"(d) Type III schools.*

*C-3 school area limitations are not applicable to Type III schools. 8,000 square feet or less in buildings of mixed occupancies of construction Types III or better."*

SECTION 3. This ordinance shall take effect on and after the date of its due passage and publication.

## Chapter 54 of Municipal Code Amended Concerning Day Care Center Assembly Units.

The Committee on Buildings and Zoning submitted the following report:

CHICAGO, March 11, 1970.

*To the President and Members of the City Council:*

Your Committee on Buildings and Zoning, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Richard J. Daley, Mayor (referred to Your Committee on February 25, 1970) to amend the Municipal Code of Chicago, Chapter 54 (Assembly Units), Section 54-5 concerning special enclosures and separations by adding a new sub-paragraph "(d)" pertaining to floor construction over basements in Type III Schools; and to amend Chapter 54 by adding a new Section to be numbered "54-7.1" pertaining to Type III Schools, begs leave to recommend that Your Honorable Body pass the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 9 members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) KENNETH E. CAMPBELL,
*Chairman.*

On motion of Alderman Campbell the proposed ordinance transmitted with the foregoing committee report was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Lupo, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—35.

*Nays*—None.

Alderman Despres was excused from voting under Rule 14 of the Council's Rules of Order.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The Municipal Code of Chicago, Chapter 54, Section 54-5 is hereby amended by adding a new sub-paragraph to be lettered (d), italicized below, as follows:

*"(d) Floor construction over basements of Type III schools shall comply with Section 49-10.3(a) of this Code."*

SECTION 2. The Municipal Code of Chicago, Chapter 54, is hereby amended by adding a new section to be numbered 54-7.1, italicized below, follows:

*"54-7.1. Every Type III School shall comply with the following planning requirements:*

*(a) Ceiling Heights: Minimum ceiling height 8 feet, in any room, beams or furred spaces constituting not more than twenty per cent of the ceiling area may project not more than one foot below the minimum ceiling height.*

*(b) Basement Rooms: Classrooms in a Type III School shall not be more than two feet below the building grade adjacent to such rooms, except that such classrooms may have floors up to six feet below grade, provided each such room has a direct outside exit."*

SECTION 3. This ordinance shall take effect on and after the due date of its passage and publication.

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## Chapter 64 of Municipal Code Amended Concerning Fire Extinguisher Apparatus for Day Care Centers.

The Committee on Buildings and Zoning submitted the following report:

CHICAGO, March 11, 1970.

*To the President and Members of the City Council:*

Your Committee on Buildings and Zoning, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Richard J. Daley, Mayor (referred to Your Committee on February 25, 1970) to amend the Municipal Code of Chicago, Chapter 64 (Fire Extinguisher Apparatus), Section 64-3(a) by adding a new sub-paragraph as follows:

"(4) Type III Schools",

begs leave to recommend that Your Honorable Body pass the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 9 members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) KENNETH E. CAMPBELL,
*Chairman.*

On motion of Alderman Campbell the proposed ordinance transmitted with the foregoing committee report was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Lupo, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—35.

*Nays*—None.

Alderman Despres was excused from voting under Rule 14 of the Council's Rules of Order.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The Municipal Code of Chicago, Chapter 64, Section 64-3 (a) is hereby amended by adding a new sub-paragraph to be numbered (4), italicized below, as follows:

*"(4) Type III Schools."*

SECTION 2. This ordinance shall take effect ten days after the date of its due passage and publication.

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## Chapter 66 of Municipal Code Amended Concerning Light, Ventilation and Sanitation for Day Care Centers.

The Committee on Buildings and Zoning submitted the following report:

CHICAGO, March 11, 1970.

*To the President and Members of the City Council:*

Your Committee on Buildings and Zoning, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Richard J. Daley, Mayor (referred to Your Committee on February 25, 1970) to amend the Municipal Code of Chicago, Chapter 66 (iLight, Ventilation and Sanitation), Section 66-2 concerning natural lighting, by adding certain language so as to include Type III Schools; and to amend Section 66-2.3(b) concerning required effective glass area by deleting certain language and adding certain language pertaining to Type III Schools, etc., begs leave to recommend that Your Honorable Body pass the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 9 members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) KENNETH E. CAMPBELL,
*Chairman.*

On motion of Alderman Campbell the proposed ordinance transmitted with the foregoing committee report was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Lupo, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—35.

*Nays*—None.

Alderman Despres was excused from voting under Rule 14 of the Council's Rules of Order.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The Municipal Code of Chicago, Chapter 66, Section 66-2 is hereby amended by adding certain language, italicized below, as follows:

> "66-2. All habitable rooms in Residential Units, all sleeping rooms in Institutional Units, and all classrooms or study rooms in Type I *and Type III* schools shall be provided with means of natural lighting complying with the provisions of Sections 66-2.1 to 66-2.4 inclusive, *of this Code.*"

SECTION 2. The Municipal Code of Chicago, Chapter 66, Section 66-2.3 (b) is hereby amended by deleting certain language, contained in brackets below, and by adding certain language, italicized below, as follows:

> "(b) Type I *and Type III* Schools. The effective glass area in classrooms and study rooms of Type I *and Type III* schools shall be not *less than* twelve and one-half [twenty] per cent of the floor area of the room."

SECTION 3. This ordinance shall take effect on and after the due date of its passage and publication.

## Chapter 67 of Municipal Code Amended Concerning Exit Requirements for Day Care Centers.

The Committee on Buildings and Zoning submitted the following report:

CHICAGO, March 11, 1970.

*To the President and Members of the City Council:*

Your Committee on Buildings and Zoning, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Richard J. Daley, Mayor (referred to Your Committee on February 25, 1970) to amend the Municipal Code of Chicago, Chapter 67 (Exit Requirements), Section 67-18.1 concerning requirements pertaining to exits, stairways, fire escapes and directional signs, by adding certain language, begs leave to recommend that Your Honorable Body pass the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 9 members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) KENNETH E. CAMPBELL,
*Chairman.*

On motion of Alderman Campbell the proposed ordinance transmitted with the foregoing committee report was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Lupo, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—35.

*Nays*—None.

Alderman Despres was excused from voting under Rule 14 of the Council's Rules of Order.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The Municipal Code of Chicago, Chapter 67, Section 67-18.1 is hereby amended by adding certain language, italicized below, as follows:

> "67-18.1. Exit, stairway, fire escape and directional signs shall be installed to mark all ways of egress in the following buildings *or parts of buildings in the case of multiple occupancies:*"

SECTION 2. This ordinance shall take effect on and after the due date of its passage and publication.

## Chapter 78 of Municipal Code Amended Concerning Existing Buildings for Day Care Centers.

The Committee on Buildings and Zoning submitted the following report:

CHICAGO, March 11, 1970.

*To the President and Members of the City Council:*

Your Committee on Buildings and Zoning, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Richard J. Daley, Mayor (referred to Your Committee on February 25, 1970) to amend the Municipal Code of Chicago, Chapter 78 (Existing Buildings), Section 78-8.2(c) concerning change of occupancy, height or area, by deleting certain language; and to amend Section 78-9(e) by deleting certain language, begs leave to recommend that Your Honorable Body pass the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 9 members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) KENNETH E. CAMPBELL,
*Chairman.*

On motion of Alderman Campbell the proposed ordinance transmitted with the foregoing committee report was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Lupo, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—35.

*Nays*—None.

Alderman Despres was excused from voting under Rule 14 of the Council's Rules of Order.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The Municipal Code of Chicago, Chapter 78, Section 78-8.2 (c) is hereby amended by deleting certain language, contained in brackets below, as follows:

"(c) One-hour separation from residential use is permissible provided the occupancy of the area used for school or assembly purposes does not exceed 100 persons. [Such separation shall consist of walls, partitions, floors, and ceilings of non-combustible construction or of construction consisting of wood studs or wood joists and a non-combustible surface material providing fire resistance of not less than one hour; this provision shall apply only to day nurseries that shall have been in operation at least sixty days before the effective date of this ordinance]".

SECTION 2. The Municipal Code of Chicago, Chapter 78, Section 78-9 (e) is hereby amended by deleting certain language, contained in brackets below, as follows:

"(e) In Type I schools [(except day nursery schools, child care centers and kindergarten schools)] having emergency or temporary classrooms with floors more than two feet below the building grade adjacent to such classrooms or study rooms, and also in Type II schools having emergency or temporary classrooms with floors more than two feet below the building grade adjacent to such classrooms or study rooms, said rooms shall be permitted to be used only until September 16, 1968; provided that each classroom or study room shall have a direct outside exit, or other means of exit as approved by the Commissioner of Buildings and provided further that each classroom and study room shall have sufficient natural light or artificial illumination of 50 foot candlepower, and further than all, other requirements of this code are met."

SECTION 3. This ordinance shall take effect ten days after the date of its due passage and publication.

## Chapter 81 of Municipal Code Amended Concerning Ventilation for Day Care Centers.

The Committee on Buildings and Zoning submitted the following report:

CHICAGO, March 11, 1970.

*To the President and Members of the City Council:*

Your Committee on Buildings and Zoning, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Richard J. Daley, Mayor (referred to Your Committee on February 25, 1970) to amend the Municipal Code of Chicago, Chapter 81 (Ventilation), Section 81-7, Table A, by adding certain language to include Type III Schools, begs leave to recommend that Your Honorable Body pass the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 9 members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) KENNETH E. CAMPBELL,
*Chairman.*

On motion of Alderman Campbell the proposed ordinance transmitted with the foregoing committee report was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Lupo, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—35.

*Nays*—None.

Alderman Despres was excused from voting under Rule 14 of the Council's Rules of Order.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The Municipal Code of Chicago, Chapter 81, Section 81-7, Table A, is hereby amended by adding certain language, italicized below, as follows:

"Classrooms for religious instruction *and Type III Schools* exclusively."

SECTION 2. This ordinance shall take effect ten days after the date of its due passage and publication.

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## Chapter 90 of Municipal Code Amended Concerning Fire Protection for Day Care Centers.

The Committee on Buildings and Zoning, submitted the following report:

CHICAGO, March 11, 1970.

*To the President and Members of the City Council:*

Your Committee on Buildings and Zoning, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Richard J. Daley, Mayor (referred to Your Committee on February 25, 1970) to amend the

Municipal Code of Chicago, Chapter 90 (Fire Protection), Section 90-9.2 concerning alarm sending stations, by adding a new Subsection to be lettered "(c)"; to amend Section 90-9.3(a) concerning alarm sounding devices, by adding certain language; to amend Section 90-9.4 concerning automatic detectors, by adding a new Subsection to be lettered "(d)"; and to amend Section 90-10.1 concerning Class I fire alarm systems, by adding certain language in Subsection (b), and by adding a new Subsection to be lettered "(d)", begs leave to recommend that Your Honorable Body pass the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 9 members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) KENNETH E. CAMPBELL,
*Chairman.*

On motion of Alderman Campbell the proposed ordinance transmitted with the foregoing committee report was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Lupo, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—35.

*Nays*—None.

Alderman Despres was excused from voting under Rule 14 of the Council's Rules of Order.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The Municipal Code of Chicago, Chapter 90, Section 90-9.2 is hereby amended by adding a new sub-section to be lettered (c), italicized below, as follows:

*"(c) Alarm sending stations shall be required on fire alarm systems serving only a Type III school in a building not otherwise requiring a system on the basis of one for every 4,000 square feet of floor area or fraction thereof over 4,000 square feet."*

SECTION 2. The Municipal Code of Chicago, Chapter 90, Section 90-9.3 (a) is hereby amended by adding certain language, italicized below, as follows:

"90-9.3. (a) Alarm sounding devices shall be provided of such type and shall be so distributed that they can be heard clearly throughout the building, *except on systems serving only a Type III school in a building not otherwise requiring a system in which case they may be located only in the spaces occupied by the Type III school."*

SECTION 3. The Municipal Code of Chicago, Chapter 90, Section 90-9.4 is hereby amended by adding a new sub-section to be lettered (d), italicized below, as follows:

*"(d) In the basement of buildings of Type III or IV construction containing a Type III school on the first floor or basement, the detectors shall be located in all areas of such basement spaces including spaces used by the school except class rooms."*

SECTION 4. The Municipal Code of Chicago, Chapter 90, Section 90-10.1 is hereby amended by adding certain language in sub-section (b), italicized below, and further by adding a new sub-section to be lettered (d), italicized below, as follows:

"(b) In every *Type I or Type II* school over one story in height.

*(d) In the basements of buildings of Type III or IV construction containing a Type III school on the first floor or in the basement."*

SECTION 5. This ordinance shall take effect ten days after the date of its due passage and publication.

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### *Action Deferred*—ON PROPOSED ORDINANCES FOR AMENDMENT OF CHICAGO ZONING ORDINANCE TO RECLASSIFY PARTICULAR AREAS.

The Committee on Buildings and Zoning submitted the following report, which was, on motion of Alderman Campbell, *Deferred* and ordered published:

CHICAGO, March 19, 1970.

*To the President and Members of the City Council:*

Your Committee on Buildings and Zoning begs leave to recommend that Your Honorable Body pass the proposed ordinances transmitted herewith (referred on September 5, November 17, December 9, December 16 and December 23, 1969 and January 19, 1970) to amend the Chicago Zoning Ordinance for the purpose of reclassifying particular areas, as follows:

To classify as an M1-2 Restricted Manufacturing District instead of an R3 General Residence District the area bounded by

> the alley next north of and parallel to W. Arthington Street; the alley next west of and parallel to S. Cicero Avenue; W. Arthington Street; and a line 50 feet west of the alley next west of and parallel to S. Cicero Avenue (Map No. 2-L);

To classify as an M2-3 General Manufacturing District instead of a C4 Motor Freight Terminal District the area bounded by

> a line 250 feet south of the south line of W. 33rd Street, or the line thereof if extended where no street exists; a line 144 feet west of the center line of S. Kostner Avenue, or the line thereof if extended where no street exists; a line 868.83 feet south of the south line of W. 33rd Street, or the line thereof if extended where no street exists; and the corporate limits of the City of Chicago (Map No. 8-K);

To classify as a B5-2 General Service District instead of a B3-2 General Retail District the area bounded by

> a line 145 feet north of W. Marquette Road; S. Halsted Street; W. Marquette Road; and the alley next west of and parallel to S. Halsted Street (Map No. 16-G);

To classify as a B4-2 Restricted Service District instead of a B4-1 Restricted Service District the area bounded by

> W. 63rd Street; S. Karlov Avenue; the alley next south of and parallel to W. 63rd Street; and S. Keeler Avenue (Map No. 16-K);

To classify as a B4-1 Restricted Service District instead of an R3 General Residence District the area bounded by

W. 111th Street; the alley next east of and parallel to S. St. Louis Avenue; the alley next south of and parallel to W. 111th Street; and S. St. Louis Avenue (Map No. 28-J);

To classify as a B5-2 General Service District instead of an R4 General Residence District the area bounded by

a line 100 feet south of W. Lawrence Avenue; the alley next east of and parallel to N. Wolcott Avenue; a line 249 feet south of W. Lawrence Avenue; and N. Wolcott Avenue (Map No. 11-H);

To classify as a B5-4 General Service District instead of a B2-4 Restricted Retail District the area bounded by

W. Foster Avenue; N. Sheridan Road; a line 100.04 feet south of W. Foster Avenue; and the alley next west of and parallel to N. Sheridan Road (Map No. 13-G).

Further, Your Committee, to which was referred (on January 19, 1970) a proposed ordinance to amend the Chicago Zoning Ordinance to classify as an M1-3 Restricted Manufacturing District instead of an M1-1 Restricted Manufacturing District the area bounded by W. Devon Avenue; the right of way of the Chicago and North Western Railroad; N. Harlem Avenue; W. Palatine Avenue; and N. Avondale Avenue (Map No. 15-0), begs leave to inform Your Honorable Body that Your Committee has amended said proposed ordinance by striking out the proposed classification "M1-3" as the same appears before the classification "Restricted Manufacturing District" and inserting in lieu thereof "M1-2"; and begs leave to recommend that Your Honorable Body pass the said proposed ordinance, as amended.

Further, Your Committee, to which was referred (on November 17, 1969) a proposed ordinance to amend the Chicago Zoning Ordinance to classify as an R2 Single Family Residence District instead of an R3 General Residence District the area bounded by the alley next south of and parallel to W. 71st Street; S. Kedzie Avenue; W. 73rd Street; and the alley next west of and parallel to S. Kedzie Avenue (Map No. 18-J), begs leave to inform Your Honorable Body that Your Committee has amended said proposed ordinance by striking out the boundary designation "the alley next south of and parallel to W. 71st Street" and inserting in lieu thereof "W. 72nd Street"; and begs leave to recommend that Your Honorable Body pass the said proposed ordinance, as amended.

These recommendations were concurred in by 9 members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) KENNETH E. CAMPBELL,
*Chairman.*

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### *Action Deferred*—ON SUNDRY PROPOSED ORDINANCES FOR AMENDMENT OF CHICAGO ZONING ORDINANCE TO RECLASSIFY PARTICULAR AREAS *(Adverse Committee Recommendations).*

The Committee on Buildings and Zoning submitted the following report, which was, on motion of Alderman Campbell, *Deferred* and ordered published:

CHICAGO, March 19, 1970.

*To the President and Members of the City Council:*

Your Committee on Buildings and Zoning begs leave to recommend that Your Honorable Body *DO NOT PASS* the proposed ordinances transmitted herewith (referred on December 9, 1969 and January 19, 1970) to amend the Chicago Zoning Ordinance for the purpose of reclassifying particular areas, as follows:

To classify as an R4 General Residence District instead of an R3 General Residence District the area bounded by

a line 80 feet south of W. 73rd Street; S. Emerald Avenue; a line 120 feet south of W. 73rd Street; and the alley next west of and parallel to S. Emerald Avenue (Map No. 18-F);

To classify as a B4-1 Restricted Service District instead of an R3 General Residence District the area bounded by

W. 79th Street; S. Washtenaw Avenue; the alley next south of and parallel to W. 79th Street; and a line 58.67 feet west of S. Washtenaw Avenue (Map No. 20-I);

To classify as a B4-1 Restricted Service District instead of an R1 Single Family Residence District the area bounded by

W. 112th Street; a line 140 feet east of S. Western Avenue; a line 100 feet south of W. 112th Street; and S. Western Avenue (Map No. 28-H).

These recommendations were concurred in by 9 members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) KENNETH E. CAMPBELL,
*Chairman.*

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### *Action Deferred*—ON PROPOSED ORDERS FOR ISSUANCE OF PERMITS FOR ERECTION OF ILLUMINATED SIGNS.

The Committee on Buildings and Zoning submitted the following report, which was, on motion of Alderman Campbell, *Deferred* and ordered published:

CHICAGO, March 19, 1970.

*To the President and Members of the City Council:*

Your Committee on Buildings and Zoning begs leave to recommend that Your Honorable Body pass the proposed orders transmitted herewith (referred on December 23, December 30, 1969 and January 27 and February 25, 1970) to authorize the issuance of permits for the erection and maintenance of illuminated signs, as follows:

| *Permittee* | *Location* | *Dimensions* |
|---|---|---|
| Rayco Auto Service | No. 7419 S. Stony Island Av. | 106 sq. ft. |
| Burt Rose Ford | No. 10131 S. Michigan Av. | 23′0″ x 6′9″ (162 sq. ft.) |
| Wilson Ford | No. 11400 S. Pulaski Rd. | 23′0″ x 7′6″ (162 sq. ft.) |
| Texaco Service Station | Nos. 235-239 E. Garfield Blvd. | |
| Hilton Hotels Corporation | the southwest quadrant of the Cumberland-Kennedy Expressway | 20′0″ x 60′0″ |

| *Permittee* | *Location* | *Dimensions* |
|---|---|---|
| Beverly Sign Company | No. 4453 N. Cicero Av. | 19′0″ x 60′0″ |
| Mobile Oil Corporation | No. 4001 W. Irving Pk. Rd. | 28′0″ x 10′0″ (280 sq. ft.) |

These recommendations were concurred in by 9 members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) KENNETH E. CAMPBELL,
*Chairman.*

## COMMITTEE ON COMMITTEES AND RULES.

### *Referred to Committee on Police, Fire, Civil Service, Schools and Municipal Institutions*—PROPOSED RESOLUTION CONCERNING ENFORCEMENT OF REGULATIONS GOVERNING ABANDONED MOTOR VEHICLES.

The Committee on Committees and Rules submitted the following report:

CHICAGO, March 25, 1970.

*To the President and Members of the City Council:*

Your Committee on Committees and Rules, to which was referred on June 23, 1969, under Rule 44 of the Rules of Order of the City Council, two committees having been called for, a proposed resolution concerning enforcement of regulations governing abandoned motor vehicles, begs leave to recommend that Your Honorable Body refer said proposed resolution to the Committee on Police, Fire, Civil Service, Schools and Municipal Institutions.

Respectfully submitted,

(Signed) HARRY L. SAIN,
*Chairman.*

On motion of Alderman Sain the committee's recommendation was Concurred In and said proposed resolution was *Referred to the Committee on Police, Fire, Civil Service, Schools and Municipal Institutions.*

## COMMITTEE ON CULTURAL AND ECONOMIC DEVELOPMENT.

### Designation of February 24 Annually as "Dr. Rudolph Ganz Day" in Chicago.

The Committee on Cultural and Economic Development submitted the following report:

CHICAGO, March 10, 1970.

*To the President and Members of the City Council:*

Your Committee on Cultural and Economic Development, having had under consideration a proposed resolution (which was referred on February 25, 1970) to designate February 24th of each year as "Dr. Rudolph Ganz Day" in Chicago, begs leave to recommend that Your Honorable Body pass the said proposed resolution, which is transmitted herewith.

This recommendation was concurred in by a unanimous vote.

Respectfully submitted,

(Signed) EDWIN P. FIFIELSKI,
*Chairman.*

On motion of Alderman Fifielski the committee's recommendation was Concurred In and said proposed resolution was *Adopted.*

The following is said resolution as adopted:

WHEREAS, Dr. Rudolph Ganz of Chicago is a world-renowned pianist, composer, conductor, lecturer, author and teacher, the recipient of many honorary degrees and decorations; and

WHEREAS, His continuing efforts to bring good music and musicians to Chicago and to make professional training the highest quality available here have played an important role in the development of this City as an internationally recognized music center; and

WHEREAS, His lifelong championing of contemporary composers, both European and American, has enriched our concert repertoire, broadened our musical perspective and swept back the curtain of provincialism; and

WHEREAS, Dr. Ganz, as an innovator and conductor of children's concerts, introduced many young people throughout this country to fine music; and

WHEREAS, He has served the illustrious Chicago Musical College, now part of Roosevelt University, in many capacities, including that of president, and now president emeritus, ever since he first came to Chicago in 1900 to head its Piano Department at the invitation of its founder, Florenz Ziegfeld, Sr.; and

WHEREAS, Further to encourage local talent and opportunity he established in 1959 the biennial Rudolph Ganz Midwest Award for Pianists; and

WHEREAS, Dr. Ganz is beloved and respected throughout the world for his sparkling wit and debonair manner, his broad knowledge and dedicated cultural service, his enormous and varied talents, his inspiration and encouragement, his graciousness, friendliness and warmth; and

WHEREAS, Mayor Richard J. Daley in 1964 named Doctor Ganz Honorary Ambassador of Music from Chicago to the World and this year proclaimed Dr. Ganz's ninety-third birthday, February 24, as Dr. Rudolph Ganz Day in Chicago; and

WHEREAS, This Council saw fit to acclaim Dr. Ganz on the occasion of this ninetieth birthday in 1967 by adopting a congratulatory resolution; now, therefore,

*Be It Resolved by the City Council of the City of Chicago,* That the date of February 24 be permanently named Dr. Rudolph Ganz Day in Chicago, in honor of this distinguished citizen who has brought honor and distinction to this City.

## COMMITTEE ON FEDERAL AND STATE LEGISLATION.

### Statement of Policy Concerning Chicago School Program.

The Committee on Federal and State Legislation submitted the following report:

CHICAGO, March 13, 1970.

*To the President and Members of the City Council:*

Your Committee on Federal and State Legislation, to which was referred (on January 27, 1970) a proposed resolution concerning a Statement of Policy opposing any situation which necessitates the elimination of jobs and programs from the Chicago School Program for the coming months, etc., begs leave to recommend that Your Honorable Body pass the said proposed resolution, which is transmitted herewith.

Your Committee further recommends that the City Clerk be directed to forward a copy of said proposed resolution to the members of the General Assembly of the State of Illinois.

These recommendations were concurred in by 7 members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) N. J. BOHLING,
*Chairman.*

On motion of Alderman Bohling the committee's recommendation was Concurred In and said proposed resolution was *Adopted.*

The following is said resolution as adopted:

We are opposed to any situation which necessitates the elimination of jobs and programs from the Chicago's School Program for the coming months. We call upon the Governor and Legislature to act speedily at the State level to correct the situation. In view of the fact that, by Law, Aldermen are compelled to pass the Board of Education Tax Levy, no matter what we think of it. We say we deplore being so compelled to act, and welcome State support of Chicago school children. Our ultimate aim as Aldermen is quality education.

Our position is somewhat predetermined since our act is ministerial by Law. We now go on record as strenuously opposing and deploring cuts since this is something that will effect a segment of the school population that is already deprived. Only by State action can programs which were justified in the first instance, be assured of no basis for cutback. This situation could affect accreditation.

### Congress of United States Memorialized to Enact Gun Control Legislation.

The Committee on Federal and State Legislation submitted the following report:

CHICAGO, March 13, 1970.

*To the President and Members of the City Council:*

Your Committee on Federal and State Legislation, having had under consideration a proposed resolution (referred to Your Committee on June 26, 1968) to memorialize the Congress of the United States to enact gun control legislation, begs leave to recommend that Your Honorable Body pass the said proposed resolution, which is transmitted herewith.

Your Committee further recommends that the City Clerk be directed to forward a copy of the said proposed resolution to the members of the Illinois Delegation in the Congress of the United States.

These recommendations were concurred in by 7 members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) N. J. BOHLING,
*Chairman.*

On motion of Alderman Bohling the committee's recommendation was Concurred In and said proposed resolution was *Adopted.*

The following is said resolution as adopted:

WHEREAS, The President of the United States, in a recent special message to Congress, has asked the Congress of the United States to enact strong gun control legislation; and whereas the message of the President spells out the urgent need for such legislation; now, therefore,

*Be It Resolved by the City Council of the City of Chicago,* That the Congress of the United States be urged to enact such legislation at the earliest moment.

### Congress of United States Memorialized to Repeal 1950 Detention Camp Provision, Title II of Internal Security Act of 1950, as Amended.

The Committee on Federal and State Legislation submitted the following report:

CHICAGO, March 13, 1970.

*To the President and Members of the City Council:*

Your Committee on Federal and State Legislation, to which was referred (on February 25, 1970) a proposed resolution to memorialize the Congress of the United States to repeal the 1950 Detention Camp Provision, namely, Title II of the Internal Security Act of 1950, begs leave to inform Your Honorable Body that Your Committee has amended said proposed resolution by striking out therefrom the date "February, 1970" and inserting in lieu thereof the date "March, 1970"; and begs leave to recommend that Your Honorable Body pass the said proposed resolution, as so amended, which is transmitted herewith.

This recommendation was concurred in by 7 members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) N. J. BOHLING,
*Chairman.*

On motion of Alderman Bohling the committee's recommendation was Concurred In and said proposed resolution was *Adopted.*

The following is said resolution as adopted:

WHEREAS, The Emergency Detention Act (Subtitle II of the Internal Security Act of 1950) provides that, during periods of Internal security emergency, any person who probably will engage in, or probably will conspire with others to "engage in, acts of espionage or sabotage" can be incarcerated in detention camps; and

WHEREAS, A person detained under the Emergency Detention Act will not be brought to trial under law, but instead will be judged by a Preliminary Hearing Officer and a Detention Review Board, wherein the detainee must prove his innocence but the government is not required to disclose evidence or produce witnesses to justify the detention; and

WHEREAS, Said procedures violate all constitutional guarantees and protections, principles of democracy, and are unnecessary as existing laws and procedures are available and are completely adequate to safeguard internal security; and

WHEREAS, Such a law has ominous implications for the racial ethnic communities because of past history with particular relation to the World War II detention experience of American citizens of Japanese ancestry, and because of its approach to justice in group rather than individual terms, contrary to the American traditions; now, therefore,

*Be It Resolved,* That the City Council of the City of Chicago, assembled here this 25th day of March, 1970, does hereby unanimously memorialize the Congress of the United States of America to repeal the 1950 detention camp provision, namely, Title II of the Internal Security Act of 1950.

## U.S. Senators of Illinois and All Members of Congress from Illinois Memorialized to Enact Legislation for Grants and Funds to Defray Operation and Maintenance Deficits in Mass Transportation Systems.

The Committee on Federal and State Legislation submitted the following report:

CHICAGO, March 13, 1970.

*To the President and Members of the City Council:*

Your Committee on Federal and State Legislation, to which was referred (on December 9, 1969) a proposed resolution to memorialize the General Assembly of the State of Illinois to enact legislation to subsidize the Chicago Transit Authority, begs leave to recommend that Your Honorable Body pass the substitute proposed resolution transmitted herewith, to memorialize Honorable Charles H. Percy, Honorable Ralph T. Smith, and all of the members of Congress from the State of Illinois to enact and adopt appropriate legislation granting authority to the Department of Transportation to make grants and funds available to defray operation and maintenance deficits in mass transportation systems throughout the Nation.

Your Committee further recommends that the City Clerk be directed to forward a copy of this resolution to Honorable Charles H. Percy and Honorable Ralph T. Smith, and all of the members of Congress from the State of Illinois.

These recommendations were concurred in by 7 members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) N. J. BOHLING,
*Chairman.*

On motion of Alderman Bohling the committee's recommendation was Concurred In and said proposed resolution was *Adopted.*

The following is said resolution as adopted:

WHEREAS, The public mass transportation system of any city offers the greatest opportunity of providing solutions to the problems of housing, education, and employment of all of its citizens; and

WHEREAS, The future of any urban area of our country is wholly dependent upon the viability, efficiency and low cost to the user of its mass transportation system; and

WHEREAS, The fullest use of the mass transportation system is an immediate step in the elimination of noise and air pollution; and

WHEREAS, The Chicago Transit Authority faces a legitimate physical crisis in that it is operating on a deficit budget of 31 million dollars and it is reported that the Chicago Transit Authority may not be able to meet its June 1, 1970 payroll; and

WHEREAS, Because of this financial crisis, the Chicago Transit Authority proposes to increase its fare to 50 cents a passenger; and

WHEREAS, It has been the experience of the Chicago Transit Authority that increasing the fare is a self-defeating cycle whereby the fare increase is followed by a decline in the number of riders which is then followed by a further need for increase in fares which could lead to a transportation paralysis in the Chicago area; and

WHEREAS, All areas of this nation face similar mass transportation crises; and

WHEREAS, The Chicago City Council recognizes the fact that mass transportation systems can no longer be operated to serve all of the people by the fare box alone and that the mass transportation system must receive substantial tax support for the operation and maintenance of its systems; now, therefore,

*Be It Resolved,* That the Chicago City Council in meeting assembled this 25th day of March, 1970, do hereby memorialize Honorable Charles H. Percy, Honorable Ralph T. Smith, and all of the Members of Congress from the State of Illinois, to enact and adopt appropriate legislation granting authority to the Department of Transportation to make grants and funds available to defray operation and maintenance deficits in mass transportation systems throughout this nation; and

*Be It Further Resolved,* That copies of this resolution be forwarded to Honorable Charles H. Percy, Honorable Ralph T. Smith, and all Members of Congress from the State of Illinois.

## General Assembly Memorialized to Consider Feasibility of Enacting Legislation to Regulate Certain Real Estate Brokers' Practices.

The Committee on Federal and State Legislation submitted the following report:

CHICAGO, March 13, 1970.

*To the President and Members of the City Council:*

Your Committee on Federal and State Legislation, having had under consideration a proposed resolution (referred to Your Committee on March 14, 1969) to memorialize the General Assembly of the State of Illinois to consider the feasibility of enacting legislation wherein real estate brokers would be prohibited from soliciting for sale property of individual home owners, where said home owners have registered with the Secretary of State and have declared their intention not to sell or offer said property for sale, begs leave to recommend that Your Honorable Body go on record as favoring the enactment of a Bill to accomplish the purpose set forth in said resolution, and further, that the Corporation Counsel be instructed to draft such a Bill and arrange for its introduction in the General Assembly.

These recommendations were concurred in by 7 members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) N. J. BOHLING,
*Chairman.*

On motion of Alderman Bohling the committee's recommendation was Concurred In and said proposed resolution was *Adopted.*

The following is said resolution as adopted:

*Be It Resolved by the City Council of the City of Chicago:*

That the City Council memorialize the Illinois General Assembly to consider the feasibility of enacting legislation wherein Real Estate Brokers would be prohibited from soliciting for sale property of individual home owners, where said home owners have registered with the Secretary of State and declared their intention not to sell or offer said property for sale.

### General Assembly Memorialized to Enact Legislation Supporting Fairness in Contract Sales of Real Estate.

The Committee on Federal and State Legislation submitted the following report:

CHICAGO, March 13, 1970.

*To the President and Members of the City Council:*

Your Committee on Federal and State Legislation, having had under consideration a proposed resolution (referred to Your Committee on December 2, 1969) to memorialize the General Assembly of the State of Illinois to adopt appropriate legislation to correct inequities resulting from some contract sales of real estate, including requirements that the seller in sales of real estate on contract furnish to purchaser appropriate proof of valuation of the property and also furnish a statement of the total amount of interest payable under the contract, begs leave to recommend that Your Honorable Body go on record as favoring the enactment of a Bill to accomplish the purpose set forth in said resolution, and further, that the Corporation Counsel be instructed to draft such a Bill and arrange for its introduction in the General Assembly.

These recommendations were concurred in by 7 members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) N. J. BOHLING,
*Chairman.*

On motion of Alderman Bohling the committee's recommendation was Concurred In and said proposed resolution was *Adopted.*

The following is said resolution as adopted:

WHEREAS, Numerous sales of real estate on contract in the City of Chicago, especially to Black citizens, have resulted in unconscionable profits to sellers and shocking and unbearable losses and misery to purchasers, both financially and emotionally; and

WHEREAS, It is often difficult to obtain mortgage financing because of circumstances of birth and race; and

WHEREAS, The Mayor and the City Council of Chicago fully realize that it is imperative that steps be taken legislatively, judicially and administratively to correct the inequities which result therefrom; and

WHEREAS, In this regard a need exists for the enactment of State Legislation to require that sellers furnish to purchasers at the time of contract appropriate proof of valuation, and also a statement showing the total interest which is payable; now, therefore,

*Be It Resolved,* That the City Council of Chicago memorializes the General Assembly of the State of Illinois to adopt appropriate legislation to correct inequities resulting from some contract sales, including requirements that the seller in sales of real estate on contract furnish to purchaser appropriate proof of valuation of the property and also furnish a statement of total amount of interest payable under the contract; and

*Be It Further Resolved,* That the Governor is requested to call a Special Session of the Illinois General Assembly to enact said legislation, or include such legislation as a matter of priority at the April Session of the State Legislature.

## COMMITTEE ON FORESTRY AND RECREATION.

### *Action Deferred*—ON PROPOSED RESOLUTION TO MEMORIALIZE CHICAGO PARK DISTRICT TO RENAME EAST END PARK AS "BARRATT O'HARA PARK".

The Committee on Forestry and Recreation submitted the following report, which was, at the request of two aldermen present (Alderman Despres and Alderman Cousins) *Deferred* and ordered published:

CHICAGO, March 6, 1970.

*To the President and Members of the City Council:*

Your Committee on Forestry and Recreation, having had under consideration a proposed resolution (which was re-referred on February 25, 1970) to memorialize the Chicago Park District to rename East End Park as "Barratt O'Hara Park", begs leave to recommend that Your Honorable Body pass the said proposed resolution, which is transmitted herewith.

This recommendation was concurred in by 6 members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) JOSEPH R. KERWIN,
*Chairman.*

The following is the proposed resolution transmitted with the foregoing committee report:

*Whereas,* The late departed Congressman Barratt O'Hara spent a lifetime of contribution to Illinois citizens as soldier and lawyer for the unprotected, the youngest of Lt. Governors, Congressman unequalled, unselfishly dedicated to the well-being of all in a true American spirit; now, therefore,

Be It Resolved, That we the members of the City Council of the City of Chicago do hereby memorialize the Chicago Park District to name East End Park as Barratt O'Hara Park, as a living tribute to this great man.

## COMMITTEE ON LOCAL INDUSTRIES, STREETS AND ALLEYS.

### Grants Made of Privileges in Public Ways.

The Committee on Local Industries, Streets and Alleys, to which had been referred (on December 9, 1969, January 19 and 27, and February 25, 1970) seventeen proposed ordinances and one proposed order for grants of privileges in public ways, submitted a report recommending that the City Council pass said proposed ordinances and said proposed order (transmitted therewith).

On separate motions made by Alderman Sain *each* of the said seventeen proposed ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Lupo, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—36.

*Nays*—None.

*Each of the said seventeen ordinances contains Sections 3, 4, 5 and 6, which are identical with Sections 3, 4, 5 and 6 respectively of the "Standard Special Provisions" printed on pages 5243-5244 of the Journal of the Proceedings of April 9, 1969.* Sections 1 and 2 of the said ordinances read respectively as follows (the Italic heading in each case not being a part of the ordinance):

*Grant to Amxco, Incorporated.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority hereby are given and granted to Amxco, Incorporated, a corporation, its successors and assigns, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a railroad switch track at street grade on the northeasterly side of N. Hooker Street from the west line of N. Halsted Street to a point one hundred eighty (180) feet northwesterly thereof; for a period of twenty (20) years from and after February 26, 1970.

The location of said railroad switch track shall be as shown in yellow on print hereto attached, which by reference is made a part of this ordinance. Said railroad switch track shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. The grantee shall keep that portion of the public way occupied by said railroad switch track in good condition and repair, safe for public travel and free from snow, ice and dirt, to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of three hundred fifty-eight and 50/100 dollars ($358.50) per annum, in advance, the first payment to be made as of February 26, 1970, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof before the structures and appliances herein authorized are removed and the public way is restored as herein required.

*Grant to Chicago, Burlington & Quincy Railroad Co.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority hereby are given and granted to Chicago, Burlington & Quincy Railroad Company, a corporation, its successors and assigns, upon the terms and subject to the conditions of this ordinance, to maintain and use as now installed the following described privileges for the purpose of supplying electric current for superimposed control on existing "stop and go" lights at S. Ashland Avenue, S. Throop Street, S. Loomis Street and S. Halsted Street, and for control and lighting of flasher-light signals at S. Ashland Avenue, S. Laflin Street, W. Cermak Road between S. Morgan Street and S. Sangamon Street, W. Cermak Road between S. Sangamon Street and S. Peoria Street, S. Canalport Avenue, W. 21st Street, W. Cullerton Street, the alley between W. Cullerton Street and W. 19th Place, W. 19th Place, W. 19th Street, W. 18th Place and W. 18th Street, for the protection of the public at the intersections of the railroad tracks of said company and the streets of the City of Chicago; said installations located as follows:

1. Over and across S. Ashland Avenue from a point adjacent to the intersection of the west line of S. Ashland Avenue and the south line of S. Blue Island Avenue over and across S. Ashland Avenue to a point on the east line of S. Ashland Avenue and seventy-five (75) feet south of the south line of W. Cermak Road; one insulated aerial cable containing not more than five (5) No. 8 copper wires, and one insulated aerial cable containing not more than five (5) No. 16 copper wires, with a minimum clearance of thirty (30) feet above S. Ashland Avenue.
2. In W. Cermak Road and over and across S. Laflin, S. Loomis and S. Throop Streets, attached to and on the trolley poles of the Chicago Transit Authority on the south curb line of and on W. Cermak Road, between the east line of S. Ashland Avenue to the east line of S. Throop Street, one insulated aerial cable containing not more than five (5) No. 16 copper wires and, in addition, from the west line of S. Laflin Street to the east line of S. Laflin Street, one insulated aerial cable containing not more than five (5) No. 8 copper wires and, in addition, one insulated aerial cable containing not more than two (2) No. 6 copper wires carrying 110 volts A.C. from

the east line of S. Ashland Avenue to a point two hundred seventy (270) feet east of the east line of S. Laflin Street.

3. In W. Cermak Road and over and across S. Morgan Street, attached to and on the trolley poles of the Chicago Transit Authority on the south curb line of and on W. Cermak Road between a point fifty (50) feet west of the west line of S. Morgan Street over and across S. Morgan Street to a point on the west line of S. Sangamon Street, one aerial cable containing not more than five (5) No. 8 copper wires.
4. In W. Cermak Road from a point one hundred eighty (180) feet west of the west line of S. Peoria Street to a point at the west line of S. Halsted Street, one insulated aerial cable containing not more than five (5) No. 16 copper wires.
5. Over and across S. Halsted Street, from a point adjacent to the intersection of the south line of W. Cermak Road and the west line of S. Halsted Street to a point on the east line of S. Halsted Street thirty (30) feet south of W. Cermak Road, one insulated aerial cable containing not more than five (5) No. 8 copper wires, with a minimum clearance of thirty (30) feet over S. Halsted Street.
6. Over and across W. Cermak Road from a point adjacent to the intersection of the west line of S. Sangamon Street and the north line of W. Cermak Road over and across W. Cermak Road at right angles to a point twenty (20) feet south of the south line of W. Cermak Road, two (2) insulated aerial cables each containing not more than five (5) No. 8 copper wires.
7. Over S. Sangamon Street from a point adjacent to the intersection of the west line of S. Sangamon Street and the north line of W. Cermak Road over and across S. Sangamon Street to a point twenty (20) feet east of the east line of S. Sangamon Street and twenty (20) feet from the north line of W. Cermak Road, one insulated aerial cable containing not more than fourteen (14) No. 16 copper wires. In addition, two (2) No. 6 insulated copper wires carrying 110 volts A.C. mounted on secondary racks.
8. Over and across W. Cermak Road from a point one hundred fifty (150) feet east of the east line of S. Sangamon Street and twenty (20) feet from the north line of W. Cermak Road over and across W. Cermak Road at right angles to a point twenty (20) feet south of the south line of W. Cermak Road, one insulated aerial cable containing not more than five (5) No. 16 copper wires.
9. Over and across Canalport Avenue from a point adjacent to the intersection of the south line of Canalport Avenue and the east line of S. Sangamon Street over and across Canalport Avenue to the intersection of the north line of Canalport Avenue and east line of S. Sangamon Street, one insulated aerial cable containing not more than seven (7) No. 16 copper wires and, in addition thereto, two (2) insulated No. 6 copper wires carrying 110 volts A.C. mounted on secondary racks.
10. Over and across W. 21st Street from a point adjacent to the south line of W. 21st Street and the east line of S. Sangamon Street over and across W. 21st Street to a point adjacent to the north line of W. 21st Street and the east line of S. Sangamon Street, one insulated aerial cable containing not more than five (5) No. 8 copper wires, one insulated aerial cable containing not more than seven (7) No. 16 copper wires and, in addition, two (2) insulated copper wires carrying 110 volts A.C. mounted on secondary racks.
11. Over and across W. Cullerton Street from a point adjacent to the intersection of the south line of W. Cullerton Street and the east line of S. Sangamon Street over and across W. Cullerton Street to a point adjacent to the intersection of the north line of W. Cullerton Street and the east line of S. Sangamon Street, one insulated aerial cable containing not more than five (5) No. 8 copper wires, one insulated aerial cable containing not more than ten (10) No. 16 copper wires, and two (2) insulated No. 16 copper wires carrying 110 volts A.C. and mounted on secondary racks.
12. Over and across alley between W. Cullerton Street and W. 19th Place from a point adjacent to the intersection of the south line of alley between W. Cullerton Street and W. 19th Place and the east line of S. Sangamon Street over and across alley to a point adjacent to the intersection of the north line of alley and the east line of S. Sangamon Street, one insulated aerial cable containing not more than ten (10) No. 16 copper wires and in addition two (2) insulated No. 6 copper wires carrying 110 volts A.C. mounted on secondary racks.
13. Over and across W. 19th Place from a point adjacent to the intersection of the south line of W. 19th Place and the east line of S. Sangamon Street over and across W. 19th Place to a point adjacent to the intersection of the north line of W. 19th Place and the east line of S. Sangamon Street, one insulated aerial cable containing not more than five (5) No. 8 copper wires, one insulated aerial cable containing not more than ten (10) No. 16 copper wires and, in addition, two (2) insulated No. 6 copper wires carrying 110 volts A.C. mounted on secondary racks.
14. Over and across W. 19th Street from a point adjacent to the intersection of the south line of W. 19th Street and the east line of S. Sangamon Street over and across W. 19th Street to a point adjacent to the intersection of the north line of W. 19th Street and the east line of S. Sangamon Street, one insulated aerial cable containing not more than five (5) No. 8 copper wires, one insulated aerial cable containing not more than ten (10) No. 16 copper wires and, in addition, two (2) insulated No. 6 copper wires carrying 110 volts A.C. and mounted on secondary racks.
15. Over and across the alley between W. 19th Street at S. Sangamon Street and W. 18th Place at S. Sangamon Street from a point adjacent to the intersection of the south line of the alley between W. 19th Street and W. 18th Place and the east line of S. Sangamon Street over and across the alley to a point adjacent to the intersection of the north line of the alley and the east line of S.

Sangamon Street, one insulated aerial cable containing not more than ten (10) No. 16 copper wires and, in addition, two (2) insulated No. 6 copper wires carrying 110 volts A. C. mounted on secondary racks.

16. Over and across W. 18th Place from a point adjacent to the intersection of the south line of W. 18th Place and the east line of S. Sangamon Street over and across W. 18th Place to a point adjacent to the intersection of the north line of W. 18th Place and the east line of S. Sangamon Street, one insulated aerial cable containing not more than five (5) No. 8 copper wires, one insulated aerial cable containing not more than ten (10) No. 16 copper wires and, in addition, two (2) insulated No. 6 copper wires carrying 110 volts A. C. and mounted on secondary racks.
17. Over and across W. 18th Street from a point adjacent to the intersection of the south line of W. 18th Street and the east line of S. Sangamon Street over and across W. 18th Street to a point adjacent to the north line of W. 18th Street two hundred sixty (260) feet east of the east line of S. Morgan Street, one insulated aerial cable containing not more than five (5) No. 8 copper wires, one insulated aerial cable containing not more than ten (10) No. 16 copper wires and, in addition, two (2) insulated No. 6 copper wires carrying 110 volts A. C. and mounted on secondary racks.

Copperweld strand messenger wire, 9/32" diameter, with tensile strength of 5174 pounds, is the means of support of aerial cable unless otherwise indicated.

All cables and wires will provide a vertical clearance of not less than twenty (20) feet over the streets involved, and cables and wires requiring more than twenty (20) feet clearance are so noted. Aerial cable in all cases will carry 10 volts or less except as noted.

An all-metal elevated towerman's control room is to be situated at the southeast corner of W. 19th Street and S. Sangamon Street with a base of six (6) feet in width from east to west and four (4) foot six (6) inches from north to south and a height of thirty-two (32) feet in the parkway of S. Sangamon Street to control said aforementioned signals between W. 18th Street and W. Cullerton Street.

The permission and authority herein granted shall be for a period of ten (10) years from and after December 1, 1969.

The location of said wires and towerman's control tower shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said overhead and surface equipment shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. The grantee shall keep that portion of the public way under said wires in good condition and repair and safe for public travel, to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of six hundred eighty-four and no/100 dollars ($684.00) per annum in advance, the first payment to be made as of December 1, 1969, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof before the structures and appliances herein authorized are removed and the public way is restored as herein required.

### *Grant to The Chicago Theological Seminary.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority hereby are given and granted to The Chicago Theological Seminary, a corporation, its successors and assigns, upon the terms and subject to the conditions of this ordinance, to maintain and use as now installed a five-inch steam line and a two-inch condensate return line in a trench one (1) foot ten (10) inches in width and one (1) foot two (2) inches in depth, under and across S. Woodlawn Avenue at a point one hundred twelve (112) feet north of the center line of E. 58th Street; for a period of ten (10) years from and after August 28, 1969.

The location of said steam lines shall be as shown on sketch hereto attached, which by reference is made a part of this ordinance. Said steam lines shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. The grantee shall keep that portion of the public way over said steam lines in good condition and repair, safe for public travel and free from snow, ice and dirt, to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of two hundred and no/100 dollars ($200.00) per annum, in advance, the first payment to be made as of August 28, 1969, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof before the structures and appliances herein authorized are removed and the public way is restored as herein required.

### *Grant to Consolidated Foods Corporation.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority hereby are given and granted to Consolidated Foods Corporation, a corporation, its succesors and assigns, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a concrete loading platform in the sidewalk space on the south side of W. Kinzie Street adjoining the premises known as Nos. 109-115 W. Kinzie Street, not exceeding one hundred nine (109) feet four (4) inches in length, thirteen (13) feet six (6) inches in width nor two (2) feet six (6) inches in height, connecting with the regular sidewalk grade by ramps twelve (12) feet in length thirteen (13) feet six (6) inches in width at the loading platform and sixteen (16) feet at the sidewalk grade; for a period of ten (10) years from and after February 18, 1970.

The location of said loading platform and ramps shall be as shown on sketch hereto attached, which by reference is made a part of this ordinance. Said loading platform and ramps shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. The grantee shall keep said loading platform and ramps and that portion of the public way adjacent thereto in good condition and repair, safe for public travel and free from snow, ice and dirt, to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of six hundred sixty-eight and 25/100 dollars ($668.25) per annum, in advance, the first payment to be made as of February 18, 1970, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof before the structures and appliances herein authorized are removed and the public way is restored as herein required.

*Grant to Cory Corporation.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority hereby are given and granted to Cory Corporation, a corporation, its successors and assigns, upon the terms and subject to the conditions of this ordinance, to maintain and use as now installed an eight-inch water supply pipe beginning at a point on the north side of W. Wrightwood Avenue ten (10) feet east of the west line of W. Altgeld Street produced north, thence running south across W. Wrightwood Avenue and in and along the parkway on the west side of W. Altgeld Street on a line parallel to and ten (10) feet easterly of the said west line of W. Altgeld Street to a point one hundred fifty (150) feet south of the south line of W. Wrightwood Avenue, thence continuing at right angles in a westerly direction to the west line of W. Altgeld Street, used for the transmission of water for fire protection purposes only between the premises of the grantee located on the north side of W. Wrightwood Avenue and on the west side of W. Altgeld Street; for a period of ten (10) years from and after January 16, 1970.

The location of said water pipe shall be as shown on print hereto attached, which by reference is made a part of this ordinance. Said water pipe shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. The grantee shall keep that portion of the public way over said water pipe in good condition and repair and safe for public travel, to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of two hundred seventy-six and no/100 dollars ($276.00) per annum, in advance, the first payment to be made as of January 16, 1970, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof before the structures and appliances herein authorized are removed and the public way is restored as herein required.

*Grant to Gassman's Ltd.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority hereby are given and granted to Gassman's Ltd., a corporation, its successors and assigns, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a two thousand (2,000) gallon fuel-oil tank, five (5) feet four (4) inches by twelve (12) feet, underneath the the surface of the alley in the rear of the premises known as No. 3014 E. 92nd Street; for a period of ten (10) years from and after December 22, 1969.

The location of said fuel-oil tank shall be as shown on sketch hereto attached, which by reference is made a part of this ordinance. Said fuel-oil tank shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. The grantee shall keep that portion of the public way over said fuel-oil tank in good condition and repair, safe for public travel over the same and free from snow, ice and dirt, to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of one hundred fifty and no/100 dollars ($150.00) per annum, in advance, the first payment to be made as of December 22, 1969, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof before the structures and appliances herein authorized are removed and the public way is restored as herein required.

*Grant to Investment Properties Associates.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority hereby are given and granted to Investment Properties Associates Harry B. Helmsley and Irving Schneider, General Partners, their heirs, executors and assigns, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a vault underneath the surface of the east-west public alley north of W. Madison Street, known as Calhoun Place, from eighteen (18) feet east of the east line of N. LaSalle Street eastward a distance of seventy-three (73) feet. Said vault shall not exceed eight (8) feet in width, seventy-three (73) feet in length nor fifteen (15) feet in depth, and shall contain three (3) coal holes not to exceed three (3) feet by three (3) feet in size on the surface of said alley over said vault; for a period of ten (10) years from and after July 15, 1969.

The location of said vault shall be as shown on print hereto attached, which by reference is made a part of this ordinance. Said vault shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. The grantee shall keep that portion of the public way over said vault in good condition and repair, safe for public travel over the same and free from snow, ice and dirt, to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of eight hundred forty-one and no/100 ($841.00) per annum, in advance, the first payment to be made as of July 15, 1969, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof before the structures and appliances herein authorized are removed and the public way is restored as herein required.

### *Grant to Lake Meadows Associates.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority hereby are given and granted to Lake Meadows Associates, an Illinois Limited Partnership, their heirs, executors, and assigns, upon the terms and subject to the conditions of this ordinance, to maintain and use as now installed two (2) two-inch electrical control conduits; one (1) eight-inch steam supply line in a fifteen-inch conduit and one (1) five-inch condensate return line in a ten-inch conduit lying twenty (20) feet south of and adjoining a line thirty-seven (37) feet south of the south line of E. 33rd Place and under and across S. Rhodes Avenue for a distance of sixty-six (66) feet, also so much of the public alley lying first east of S. Rhodes Avenue as is north of the north line of E. 33rd Place and south of a line eighty (80) feet north of the north line of E. 33rd Street, and the parts of E. 33rd Street and E. 33rd Place lying within the prolongation of the east and west lines of said alley, used for the transmission of steam, condensate, fuel oil and electricity; for a period of twenty (20) years from and after July 23, 1970.

The location of said conduits and steam lines shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said conduits and steam lines shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. The grantee shall keep that portion of the public way over said conduits and steam lines in good condition and repair, safe for public travel and free from snow, ice and dirt, to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of four hundred eighty-eight and no/100 dollars ($488.00), per annum, in advance, the first payment to be made as of July 23, 1970, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof before the structures and appliances herein authorized are removed and the public way is restored as herein required.

### *Grant to Metal Box & Cabinet Corporation.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority hereby are given and granted to Metal Box & Cabinet Corporation, a corporation, its successors and assigns, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a tunnel thirty (30) feet in length twelve and one-half (12½) feet in width and fifteen (15) feet in depth under and across W. Carroll Avenue at a point three hundred thirty-eight (338) feet east of the east line of N. Cicero Avenue; for a period of ten (10) years from and after January 11, 1970.

The location of said tunnel shall be as shown on print hereto attached, which by reference is made a part of this ordinance. Said tunnel shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. The grantee shall keep that portion of the public way over said tunnel in good condition and repair, safe for public travel and free from snow, ice and dirt, to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of three hundred and no/100 dollars ($300.00) per annum, in advance, the first payment to be made as of January 11, 1970, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof before the structures and appliances herein authorized are removed and the public way is restored as herein required.

### *Grant to Midwest Folding Products Manufacturing Corporation.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority hereby are given and granted to Midwest Folding Products Mfg. Corp., a corporation, its successors and assigns, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed an elevated switch track over and across W. 14th Street from a point on the north line thereof four hundred thirty-four (434) feet west of the west line of S. Western Avenue to a point on the south line thereof four hundred sixty-seven (467) feet west of the west line of S. Western Avenue, thence across private property and on and along the first east-west public alley south of W. 14th Street from a point three hundred fifty (350) feet west of the west line of S. Western Avenue east a distance of two hundred (200) feet; for a period of twenty (20) years from and after July 15, 1969.

The location of said railroad switch track shall be as shown in red on print hereto attached, which by reference is made a part of this ordinance. Said railroad switch track shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. The grantee shall keep that portion of the public way occupied by said railroad switch track in good condition and repair, safe for public travel and free from snow, ice and dirt, to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of three hundred and no/100 dollars ($300.00) per annum, in advance, the first payment to be made as of July 15, 1969, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof before the structures and appliances herein authorized are removed and the public way is restored as herein required.

### *Grant to Montgomery Ward and Company.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority hereby are given and granted to Montgomery Ward & Co., Incorporated, a corporation, its successors and assigns, upon the terms and subject to the conditions of this ordinance, to maintain and use is now constructed a tunnel sixteen (16) feet four (4) inches in width, outside dimensions, under and across W. Chicago Avenue one hundred eleven (111) feet west of the west line of N. Larrabee Street, as measured on the north side of W. Chicago Avenue; for a period of ten (10) years from and after February 18, 1970.

The location of said tunnel shall be as shown on print hereto attached, which by reference is made a part of this ordinance. Said tunnel shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. The grantee shall keep that portion of the public way over said tunnel in good condition and repair, and safe for public travel to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of three hundred and no/100 dollars ($300.00) per annum, in advance, the first payment to be made as of February 18, 1970, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof before the structures and appliances herein authorized are removed and the public way is restored as herein required.

### *Grant to Sipi Metals Corporation.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority hereby are given and granted to Sipi Metals Corporation, a corporation, its successors and assigns, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a railroad switch track at street grade connecting with the westerly track of the Chicago, Milwaukee, St. Paul and Pacific Railroad in N. Kingsbury Street at a point twenty-eight (28) feet northwesterly of the northwesterly line of W. Blackhawk Street, thence running in a northwesterly direction on a compound curve to a point on the westerly line of N. Kingsbury Street one hundred thirty-five (135) feet northwesterly of the northwesterly line of W. Blackhawk Street; for a period of twenty (20) years from and after February 1, 1970.

The location of said railroad switch track shall be as shown in yellow on print hereto attached, which by reference is made a part of this ordinance. Said railroad switch track shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. The grantee shall keep that portion of the public way occupied by said railroad switch track in good condition and repair, safe for public travel and free from snow, ice and dirt, to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of three hundred and no/100 dollars ($300.00) per annum, in advance, the first payment to be made as of February 1, 1970 and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof before the structures and appliances herein authorized are removed and the public way is restored as herein required.

### *Grant to The 333 Building Corporation.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority hereby are given and granted to 333 Building Corporation, a corporation, its successors and assigns, upon the terms and subject to the conditions of this ordinance, to maintain and use as now installed a twelve-inch water pipe, together with a twelve-inch discharge pipe, from the north end of the building known as No. 333 N. Michigan Avenue Building, at a point ten (10) feet four and one-half ($4\frac{1}{2}$) inches west of the west line of N. Beaubien Court, thence north under and across the lower level of E. Wacker Drive at a point thirty-six (36) feet east of the N. Michigan Avenue Bridge a distance of one hundred fifty (150) feet to the Chicago River, used for the purpose of obtaining water from and returning water to the Chicago River for serving the condenser of the air-conditioning plant used within said building; for a period of ten (10) years from and after the date of passage of this ordinance.

The location of said pipes shall be as shown on print hereto attached, which by reference is made a part of this ordinance. Said pipes shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. The grantee shall keep that portion of the public way over said pipes in good condition and repair, safe for public travel and free from snow, ice and dirt, to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of two hundred and no/100 dollars ($200.00) per annum, in advance, the first payment to be made as of the date of passage of this ordinance, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof before the structures and appliances herein authorized are removed and the public way is restored as herein required.

### *Grant to 2300 Indiana Building Corporation.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority hereby are given and granted to 2300 Indiana Building Corporation, a corporation, its successors and assigns, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a four-story covered bridge or passageway, fourteen (14) feet six (6) inches in width, over and across the north-south twenty-foot public alley in the block bounded by S. Michigan Avenue, E. 23rd Street, S. Indiana Avenue and E. 24th Street, connecting the second, third, fourth and fifth floors of the premises known as Nos. 2301-2309 S. Michigan Avenue with the corresponding floors of the premises known as Nos. 2300-2308 S. Indiana Avenue; for a period of ten (10) years from and after March 10, 1970.

The location of said covered bridge or passageway shall be as shown on sketch hereto attached, which by reference is made a part of this ordinance. The lowest portion of said covered bridge or passageway shall be not less than sixteen (16) feet above the surface of the public way at said location, and shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. The grantee shall keep that portion of the public way under said covered bridge or passageway in good condition and repair, safe for public travel and free from snow, ice and dirt, to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of three hundred seventy-five and no/100 dollars ($375.00) per annum, in advance, the first payment to be made as of March 10, 1970, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof before the structures and appliances herein authorized are removed and the public way is restored as herein required.

### *Grant to The University of Chicago.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority hereby are given and granted to The University of Chicago, a corporation, its successors and assigns, upon the terms and subject to the conditions of this ordinance, to maintain and use as now installed the following described privileges:

An electrical conduit thirty-one (31) inches in width and twenty-six (26) inches in height under and across S. Ellis Avenue at a point one hundred thirty-eight (138) feet north of the center line of E. 58th Street and across the first north-south public alley west of S. Ellis Avenue at a point one hundred forty-five (145) feet north of the center line of E. 58th Street a distance of approximately seventy-one (71) feet, thence into private property. Said conduit used for the transmission of light, heat and power between the premises of the grantee located on both sides of S. Ellis Avenue and said alley;

Also, an eight-duct electrical conduit beginning at the southeast corner of E. 58th Street and S. University Avenue, under and across S. University Avenue a distance of approximately seventy-eight (78) feet, thence north under and along the west side of S. University Avenue to a point one hundred ninety-five (195) feet north of the north line of E. 58th Street, thence west into private property;

Also, an eight-duct electrical conduit beginning at the northwest corner of E. 59th Street and S. Ellis Avenue, thence north under and along the west side of S. Ellis Avenue a distance of approximately four hundred sixty (460) feet to a point one hundred forty (140) feet south of the south line of E. 58th Street, together with the necessary manholes and covers;

all for a period of ten (10) years from and after November 9, 1969.

The location of said conduits shall be as shown on print hereto attached, which by reference is made a part of this ordinance. Said conduits shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. The grantee shall keep that portion of the public way over said conduits and openings in good condition and repair, safe for public travel and free from snow, ice and dirt, to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of six hundred fifty-nine and no/100 dollars ($659.00) per annum, in advance, the first payment to be made as of November 9, 1969, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof before the structures and appliances herein authorized are removed and the public way is restored as herein required.

### *Grant to Frank M. Whiston Company.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority hereby are given and granted to Frank M. Whiston Co., a corporation, Agents for 14 East Jackson Building, a limited partnership, its successors and assigns, upon the terms and subject to the conditions of this ordinance, to maintain and use as now installed an eight-inch steam line together with a four-inch condensate steam line under the west portion of the north-south eighteen-foot public alley east of S. State Street, together with a manhole, thence running north under and along the west side of said alley a distance of two hundred eighty (280) feet, used for the purpose of supplying steam from the building located at the northeast corner of E. Jackson Boulevard and S. State Street to the building located at the southeast corner of E. Adams Street and S. State Street; for a period of ten (10) years from and after January 20, 1970.

The location of said steam lines shall be as shown on print hereto attached, which by reference is made a part of this ordinance. Said steam lines shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. The grantee shall keep that portion of the public way over said steam lines in good condition and repair, safe for public travel and free from snow, ice and dirt, to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted five percent (5%) of the gross receipts derived from any use of the structures and appliances herein authorized, provided that the minimum compensation during each annual period shall be two hundred forty-seven and 50/100 dollars ($247.50). Said compensation shall be paid within thirty (30) days after the expiration of each annual period for the preceding calendar period ending December 31st each year. Each of such payments shall be accompanied by a sworn statement in such form and detail as shall be prescribed from time to time by the City Comptroller of the grantee's receipts and other data for computation of the compensation during the calendar period next preceding. The acceptance by the City of Chicago of any amount tendered in payment of annual compensation shall be without prejudice to any claim, demand or right to additional compensation for such period under the terms and provisions of this ordinance. For the purpose of enabling the City of Chicago to inform itself of the receipts of the grantee in each annual period the City Comptroller, or some person appointed therefor by him, shall have access to the grantee's papers, accounts and records at all reasonable and necessary times. The grantee shall at all times keep in the City of Chicago complete and accurate books, accounts and records in detail of all receipts and disbursements relating to all operations by means of the structures and appliances herein authorized. In case of the termination of the privileges herein granted the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the structures and appliances herein authorized are removed and the public way is restored as herein required.

*Grant to Wolke and Kotler, Inc.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority hereby are given and granted to Wolke and Kotler, Inc., a corporation, its successors and assigns, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a one thousand (1,000) gallon fuel-oil tank, twelve (12) feet in length, extending one (1) foot into the north-south public alley in the rear of the premises known as No. 4811 N. Milwaukee Avenue; for a period of ten (10) years from and after February 3, 1970.

The location of said fuel-oil tank shall be as shown on sketch hereto attached, which by reference is made a part of this ordinance. Said fuel-oil tank shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation. The grantee shall keep that portion of the public way in good condition and repair, safe for public travel and free from snow, ice and dirt, to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of one hundred fifty and no/100 dollars ($150.00) per annum, in advance, the first payment to be made as of February 3, 1970, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof before the structures and appliances herein authorized are removed and the public way is restored as herein required.

On motion of Alderman Sain the said proposed order transmitted with the pending committee report was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Lupo, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—36.

*Nays*—None.

The following is said order as passed:

*Ordered,* That the City Comptroller be and he is hereby authorized to issue a permit to The W. F. Hall Printing Co. to maintain and operate a scale in the parkway adjoining the premises located at No. 4629 W. Wellington Avenue, for a period of ten (10) years from and after March 19, 1970, in accordance with plans and specifications filed with and approved by the Commissioner of Public Works, upon the filing of the application and bond and payment of the initial compensation provided for by ordinance.

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### Ordinance Repealed Granting Permission and Authority to Louis Skora, Et Al. to Maintain and Use Switchtrack on W. Armitage Av.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass the following proposed *repealing* ordinance transmitted therewith (which was referred to the committee on January 19, 1970):

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the ordinance passed by the City Council June 16, 1954, appearing on page 7742 of the Journal of the Proceedings of said date, which granted permission and authority to Louis Skora, Al G. Skora and Samuel Skora, co-partners, doing business as West End Paper Stock Co., to maintain and use a railroad switchtrack over and across W. Armitage Avenue from a point on the south line thereof one hundred fifty (150) feet west of the west line of N. Central Avenue to a point on the north line thereof eighty (80) feet west of the west line of N. Central Avenue; be and the same is hereby repealed as of June 15, 1969.

The City Comptroller is hereby authorized to cancel all outstanding Warrants for Collection subsequent to June 14, 1969.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

On motion of Alderman Sain the foregoing proposed *repealing* ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Lupo, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—36.

*Nays*—None.

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### Conveyance of Property Accepted for Opening of Portion of W. Touhy Av. for Public Street Purposes.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (which was referred to the committee on February 25, 1970):

WHEREAS, It is desired to open the South 33 feet of W. Touhy Avenue between the center line of N. Octavia Avenue and a line 75 feet East of and parallel thereto; and

WHEREAS, The accompanying deed provides for said opening; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the accompanying deed from American National Bank and Trust Company of Chicago, Trustee, Trust No. 28886, to the City of Chicago, providing for opening part of W. Touhy Avenue comprising the following-described property, be accepted by the City of Chicago for public street purposes:

> The North Thirty-three (33) feet of the West Seventy-five (75) feet of the West Five (5) acres of the East Fifteen (15) acres of the North Thirty (30) acres of the East Half (E.½) of the Northeast Quarter (N.E.¼) of Section Thirty-six (36), Township Forty-one (41) North, Range Twelve (12) East of the Third Principal Meridian, in Cook County, Illinois.

SECTION 2. The City Comptroller is hereby authorized and directed to file for record in the Office of the Recorder of Deeds of Cook County, Illinois, the accompanying deed.

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

On motion of Alderman Sain the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Lupo, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—36.

*Nays*—None.

## North-South Public Alley Vacated in Block Bounded by W. Arthur Av., W. Loyola Av., N. Sheridan Road and N. Lakewood Av.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass a proposed ordinance (which was drafted and submitted in compliance with an order passed on June 19, 1968, page 3127) for the vacation of all of the north-south 16-foot public alley running north from W. Arthur Avenue in the block bounded by W. Arthur Avenue, W. Loyola Avenue, N. Sheridan Road and N. Lakewood Avenue.

**On motion of Alderman Sain said proposed ordinance was *Passed,* by yeas and nays as follows:**

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Lupo, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—36.

*Nays*—None.

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of public alley described in the following ordinance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That all of the North-South Sixteen (16) foot public alley lying West of and adjoining the West line of Lots One (1) to Five (5), both inclusive, lying East of and adjoining the East line of Lot Six 6) and lying South of and adjoining the North line of said Lot Six (6) produced East Sixteen (16) feet, in Block One (1) of A. T. Galt's Edgewater Golf Subdivision of the South Thirty (30) acres of the East Half (E.½) of the Southwest Quarter (S.W.¼) of Section Thirty-two (32), Township Forty-one (41) North, Range Fourteen (14) East of the Third Principal Meridian; said public alley herein vacated being further described as all of the North-South public alley running North from W. Arthur Avenue in the block bounded by W. Arthur Avenue, W. Loyola Avenue, N. Sheridan Road and N. Lakewood Avenue, as colored in red and indicated by the words "TO BE VACATED" on the plat hereto attached, which plat for greater certainty is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The vacation herein provided for is made upon the express condition that within ninety (90) days after the passage of this ordinance, Loyola University shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said public alley hereby vacated, the sum of thirteen thousand nine hundred ninety and no/100 dollars ($13,990.00), which sum in the judgment of this body will be equal to such benefits; and further, shall within ninety (90) days after the passage of this ordinance deposit in the City Treasury of the City of Chicago a sum sufficient to defray all costs of removing paving and curb returns and constructing sidewalk and curb across the entrance to the North-South public alley herein vacated, similar to the sidewalk and curb in W. Arthur Avenue between N. Sheridan Road and N. Lakewood Avenue. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Streets and Sanitation after such investigation as is requisite.

SECTION 3. This ordinance shall take effect and be in force from and after its passage subject to the conditions of Section Two (2) hereof, provided that the said Loyola University shall within ninety (90) days after the passage of this ordinance, file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance.

## Part of Public Alley Vacated in Block Bounded by W. Menomenee St., W. Wisconsin St., N. Cleveland Av. and N. Mohawk St. and Provision Made for Opening Property for Public Alley Purposes.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass a proposed ordinance and proposed resolution transmitted therewith (which was drafted and submitted in compliance with an order passed on January 17, 1969, page 4910) for the vacation of the north 102 feet, more or less, of the north-south 24-foot public alley in the block bounded by W. Menomonee Street, W. Wisconsin Street, N. Cleveland Avenue and N. Mohawk Street; and for opening of an east-west 18-foot public alley at the south terminus of said vacation.

**On motion of Alderman Sain said proposed ordinance was *Passed*, by yeas and nays as follows:**

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Lupo, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—36.

*Nays*—None.

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public alley described in the following ordinance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That all that part of the North-South twenty-four (24) foot public alley lying East of and adjoining the East line of Lots Fifty-one (51) to Fifty-five (55), both inclusive, lying West of and adjoining the West line of Lots Ninety-six (96) to One Hundred (100), both inclusive, and lying North of and adjoining a line Eighteen (18) feet North of and parallel with the South line of said Lot Fifty-five (55) produced East Twenty-four (24) feet, in James H. Rees' Subdivision of Block Forty-two (42) of Canal Trustees' Subdivision of the North Half (N.½) and the North Half (N.½) of the Southeast Quarter (S.E.¼) and the East Half (E.½) of the Southwest Quarter (S. W.¼) of Section Thirty-three (33), Township Forty (40) North, Range Fourteen (14) East of the Third Principal Meridian; said part of public alley herein vacated being further described as the North One Hundred Two (102) feet, more or less, of the North-South public alley in the block bounded by W. Menomonee Street, W. Wisconsin Street, N. Cleveland Avenue and N. Mohawk Street, as colored in red and indicated by the words "TO BE VACATED" on the plat hereto attached, which plat for greater certainty is hereby made a part of this ordinance, be and the same is hereby vacated and closed, except for such rights as are reserved to Commonwealth Edison Company and Illinois Bell Telephone Company by Section Two (2) hereof, inasmuch as the same, with the exception of the reservations contained in Section Two (2) hereof, is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The City of Chicago hereby reserves for the benefit of Commonwealth Edison Company and Illinois Bell Telephone Company, their successors or assigns, easements to operate, maintain, construct, replace and renew overhead poles, wires and associated equipment, and underground conduit, cables and associated equipment for the transmission and distribution of electric energy and telephonic and associated services under, over and along the North-South public alley as herein vacated, with the right of ingress and egress.

SECTION 3. The vacation herein provided for is made upon the express condition that within six (6) months after the passage of this ordinance, the City of Chicago shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois a certified copy of this ordinance.

SECTION 4. This ordinance shall be in full force and effect from and after its passage and approval, subject however, to the condition of Section Three (3) hereof.

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On motion of Alderman Sain the following proposed resolution submitted with the pending committee report was *Adopted,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Lupo, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—36.

*Nays*—None.

The following is said resolution as adopted:

*Be It Resolved by the City Council of the City of Chicago,* That the following-described property shall be opened for public alley purposes:

The South Eighteen (18) feet of Lot Fifty-five (55) in James H. Rees' Subdivision of Block Forty-two (42) of Canal Trustees' Subdivision of the North Half (N.½) and the North Half (N.½) of the Southeast Quarter (S.E.¼) and the East Half (E.½) of the Southwest Quarter (S.W.¼) of Section Thirty-three (33), Township Forty (40) North, Range Fourteen (14) East of the Third Principal Meridian.

*Be It Further Resolved,* That the City of Chicago (Department of Urban Renewal) shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this resolution.

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### East-West Public Alley Vacated in Block Bounded by W. Fullerton Av., Right of Way of C. & N. W. RR., N. Wood St., Etc.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass a proposed ordinance (which was drafted and submitted in compliance with an order passed on April 17, 1968, page 2672) for the vacation of all of the east-west 16-foot public alley in the block bounded by W. Fullerton Avenue, the right of way of the Chicago and North Western Railway, N. Wood Street and the vacated street running southeasterly and east from said N. Wood Street.

**On motion of Alderman Sain said proposed ordinance was *Passed*, by yeas and nays as follows:**

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Lupo, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Scholl,

**McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—36.**

*Nays*—None.

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of public alley described in the following ordinance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That all of the East-West Sixteen (16) foot public alley lying South of and adjoining the South line of Lots One (1) to Five (5), both inclusive, lying North of and adjoining the North line of Lot Seven (7) and said North line produced West to its intersection with the West line of said Lot One (1) produced South and lying Westerly of and adjoining the Westerly line of the Easterly Twenty-five (25) feet of said Lot Seven (7) extended Northerly, said described line being the Westerly line of a Northerly-Southerly public alley dedicated and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, May 29, 1924 as Document No. 8443694, all in Block Two (2) of Fullerton's 3rd Addition to Chicago in the Northeast Quarter (N.E.¼) of Section Thirty-one (31), Township Forty (40) North, Range Fourteen (14) East of the Third Principal Meridian; said public alley herein vacated being further described as all of the East-West public alley in the block bounded by W. Fullerton Avenue, the right of way of the Chicago and North Western Railway, N. Wood Street and the vacated street running Southeasterly and East from said N. Wood Street, as colored in red and indicated by the words "TO BE VACATED" on the plat hereto attached, which plat for greater certainty is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The vacation herein provided for is made upon the express condition that within ninety (90) days after the passage of this ordinance, Beatrice Foods Company shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said public alley hereby vacated, the sum of five thousand six hundred and no/100 dollars ($5,600.00), which sum in the judgment of this body will be equal to such benefits; and further, the said Beatrice Foods Company shall prior to the passage of this ordinance grant to the City of Chicago a permanent easement providing for the relocation of existing water mains and appurtenances thereto, all work to be performed by the City of Chicago at the sole expense of said Beatrice Foods Company. It is further provided that no buildings or other structures shall be erected on the said permanent easement or other use made of said area, which in the judgment of the municipal official having control of the aforesaid service facilities would interfere with the use, maintenance, renewal or reconstruction of said facilities.

SECTION 3. This ordinance shall take effect and be in force from and after its passage subject to the conditions of Section Two (2) hereof, provided that the said Beatrice Foods Company shall within ninety (90) days after the passage of this ordinance, file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance.

### Parts of N. Ogden Av., N. Cleveland Av. and Adjacent North-South Public Alleys Vacated; Also Closing Part of N. Cleveland Av. and Parts of W. Eugenie St. to Vehicular Traffic and Provision Made for Opening Property for Use as Part of N. St. Michaels Ct.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass two proposed ordinances and a proposed resolution transmitted therewith (which were drafted and submitted in compliance with orders passed on April 17, 1969, page 5344) for the vacation of:

> All that part of N. Ogden Avenue together with the west 26 feet of N. Cleveland Avenue, part of which now lies within N. Ogden Avenue, lying north of the north line of W. Eugenie Street as extended and lying south of a line approximately 118.17 feet north of the north line of W. Eugenie Street as extended, and a triangular-shaped part of N. Ogden Avenue lying south of a line 125 feet, more or less, north of the north line of W. Eugenie Street and lying east of the east line of N. Cleveland Avenue extended north; also all of the north-south 10 foot public alley in the block bounded by W. Eugenie Street, N. Ogden Avenue, N. St. Michaels Court and N. Cleveland Avenue, and all that part of the north-south 16 foot public alley lying south of the south line of the east-west public alley extended east in the block bounded by W. Eugenie Street, W. Menomonee Street, N. Cleveland Avenue, N. Ogden Avenue and N. Mohawk Street; and
>
> The closing to vehicular traffic the east 40 feet of N. Cleveland Avenue, part of which now lies within N. Ogden Avenue, between the north line of W. Eugenie Street and a line approximately 118.17 feet north thereof, and parts of W. Eugenie Street between N. Cleveland Avenue and N. Hudson Avenue.

On motion of Alderman Sain *each* of said proposed ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Lupo, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—36.

*Nays*—None.

The following are said ordinances as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of parts of public streets, public alley and part of public alley described in the following ordinance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That all that part of N. Ogden Avenue opened by Condemnation Proceedings, ordinance passed by the City Council February 18, 1919, Order of Possession March 1, 1945, County Court General No. 42162, being all of Lots Twenty-four (24) and Twenty-five (25) and all those parts of Lots Twenty-one (21), Twenty-two (22), Twenty-three (23) and Twenty-six (26), except the North

Two (2) feet of said Lot Twenty-one (21), in C. J. Hull's Subdivision of Block Fifty-two (52) in Canal Trustees' Subdivision of the North Half (N.½) and the North Half (N.½) of the Southeast Quarter (S.E.¼) and the East Half (E.½) of the Southwest Quarter (S.W.¼) of Section Thirty-three (33), Township Forty (40) North, Range Fourteen (14) East of the Third Principal Meridian, lying Southeasterly of a line drawn through a point in the South line of W. Menomonee Street, Thirteen and One Hundredths (13.01) feet West of the West line of N. Hudson Avenue and through a point in the North line of W. Eugenie Street, Ninety-nine and Eighty-seven Hundredths (99.87) feet East of the East line of N. Mohawk Street, said described line being the Northwesterly line of N. Ogden Avenue as opened, and all that part of said N. Ogden Avenue opened by Condemnation Proceedings being all that part of Lot Ninety-two (92) in C. J. Hull's Subdivision of Block Fifty-one (51) in Canal Trustee's Subdivision aforementioned, lying Northwesterly of a line drawn through a point in the South line of W. Menomonee Street, Fifty-nine and Fifty-eight Hundredths (59.58) feet East of the East line of N. Hudson Avenue and through a point in the North line of W. Eugenie Street, Twenty-three and Fifty-eight Hundredths (23.58) feet West of the West line of N. Cleveland Avenue, said described line being the Southeasterly line of said N. Ogden Avenue as opened; also the West Twenty-six (26) feet of N. Cleveland Avenue, as originally laid out, lying East of and adjoining the East line of Lots Twenty-one (21) to Twenty-five (25), both inclusive, lying South of and adjoining a line Two (2) feet South of and parallel with the North line of said Lot Twenty-one (21) extended East and lying North of and adjoining the South line of said Lot Twenty-five (25) extended East, in C. J. Hull's Subdivision of Block Fifty-two (52) in Canal Trustees' Subdivision aforementioned; also all of the North-South Ten (10) foot public alley lying West of and adjoining the West line of Lots Eighty-one (81) to Eighty-eight (88), both inclusive, lying East of and adjoining the East line of Lots Eighty-nine (89) to Ninety-six (96), both inclusive, and lying Southerly of and adjoining the Southeasterly line of said N. Ogden Avenue as opened and heretofore described, all in C. J. Hull's Subdivision of Block Fifty-one (51) in Canal Trustees' Subdivision aforementioned and all that part of the North-South Sixteen (16) foot public alley lying West of and adjoining the West line of Lots Twenty-one (21) to Twenty-five (25), both inclusive, lying East and Northeasterly of and adjoining the East and Northeasterly lines, respectively, of Lot Twenty-six (26) and lying South of and adjoining the North line of said Lot Twenty-six (26) extended East, in C. J. Hull's Subdivision of Block Fifty-two (52) in Canal Trustees' Subdivision aforementioned; said parts of public streets herein vacated being further described as all that part of N. Ogden Avenue together with the West Twenty-six (26) feet of N. Cleveland Avenue part of which now lies within N. Ogden Avenue, lying North of the North line of W. Eugenie Street as extended and lying South of a line approximately One Hundred Eighteen and Seventeen Hundredths (118.17) feet North of and parallel with said North line of W. Eugenie Street as extended, also a triangular shaped part of said N. Ogden Avenue lying South of a line One Hundred Twenty-five (125) feet, more or less, North of and parallel with the North line of W. Eugenie Street and lying East of the East line of N. Cleveland Avenue extended North; also said public alley and part of public alley herein vacated being further described as all of the North-South public alley in the block bounded by W. Eugenie Street, N. Ogden Avenue, N. Cleveland Avenue and N. St. Michaels Court and all that part of the North-South public alley part of which now lies within N. Ogden Avenue, lying South of the South line of the East-West public alley extended East, in the block bounded by W. Eugenie Street, W. Menomonee Street, N. Cleveland Avenue, N. Ogden Avenue and N. Mohawk Street, as colored in red and indicated by the words "TO BE VACATED" on the plat hereto attached, which plat for greater certainty is hereby made a part of this ordinance, be and the same are hereby vacated and closed, except for such rights as are reserved to Commonwealth Edison Company and Illinois Bell Telephone Company by Section Two (2) hereof, inasmuch as the same with the exception of the reservations contained in Section Two (2) hereof, are no longer required for public use and the public interest will be subserved by such vacations.

SECTION 2. The City of Chicago hereby reserves for the benefit of Commonwealth Edison Company and Illinois Bell Telephone Company, their successors or assigns, easements to operate, maintain, construct, replace and renew overhead poles, wires and associated equipment and underground conduit, cables and associated equipment for the transmission and distribution of telephonic and associated services under, over and along all of the public alleys as herein vacated, with the right of ingress and egress.

SECTION 3. The vacations herein provided for are made upon the express condition that within thirty (30) days after the passage of this ordinance, The Redemptorist Fathers of Chicago in lieu of payment of compensation to the City of Chicago for the benefits which will accrue to them by virtue of the vacation of part of N. Ogden Avenue and the North-South public alley abutting their property, shall deliver a deed to the said City of Chicago for the East Twenty (20) feet of Lot Eighty-eight (88) in C. J. Hull's Subdivision of Block Fifty-one (51) of Canal Trustees' Subdivision aforementioned, for public street purposes as a part of N. St. Michaels Court; the City of Chicago being the owner of the remaining property abutting said parts of public streets, public alley and part of public alley hereby vacated; and further, the City of Chicago shall within six (6) months after the passage of this ordinance, file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance.

SECTION 4. This ordinance shall take effect and be in full force and effect from and after its passage and approval, subject however, to the conditions of Section Three (3) hereof.

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WHEREAS, Urban Renewal Plan for Project Lincoln Park I which, among other things, provides for closing to vehicular traffic the East 40 feet of N. Cleveland Avenue as originally laid out, part of which now lies within N. Odgen Avenue, lying between the North line of W. Eugenie Street as extended and a line approximately 118.17 feet North thereof, also parts of W. Eugenie Street between N. Cleveland Avenue and N. Hudson Avenue; and

WHEREAS, The above referred to parts of streets to be closed will be landscaped and developed by the City of Chicago as part of an over-all complex designed with a scale and atmosphere appropriately urban and conducive to community activity; and

WHEREAS, The City of Chicago and The Redemptorist Fathers of Chicago are the owners of all of the property involved; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That all that part of the East Forty (40) feet of N. Cleveland Avenue, as originally laid out, including that part of said East Forty (40) feet which now lies within N. Ogden Avenue, lying North of the North line of W. Eugenie Street as extended and lying South of a line Two (2) feet South of and parallel with the North line of Lot Twenty-one (21) extended East (said line being approximately One Hundred Eighteen and Seventeen Hundredths (118.17) feet North of the North line of W. Eugenie Street as extended) in C. J. Hull's Subdivision of Block Fifty-two (52) in Canal Trustees' Subdivision of the North Half (N.½) and the North Half (N.½) of the Southeast Quarter (S.E.¼) and the East Half (E.½) of the Southwest Quarter (S.W.¼) of Section Thirty-three (33), Township Forty (40) North, Range Fourteen (14) East of the Third Principal Meridian; also all that part of W. Eugenie Street lying between the East line of N. Cleveland Avenue as extended and a line drawn from the Southwest corner of W. Eugenie Street and N. St. Michaels Court to a point on the North line of said W. Eugenie Street, Twenty (20) feet West of the West line of said N. St. Michaels Court, and all that part of the South Twenty-six (26) feet of W. Eugenie Street lying between the West line of N. Hudson Avenue extended North and a line Eighteen (18) feet Easterly, measured at right angles to and parallel with a line drawn from the Southwest corner of said W. Eugenie Street and N. St. Michaels Court to a point on the North line of said W. Eugenie Street, Twenty (20) feet West of the West line of said N. St. Michaels Court, as colored in blue and indicated by the words "TO BE CLOSED TO VEHICULAR TRAFFIC" on the plat hereto attached, which plat for greater certainty is hereby made a part of this ordinance, be and the same are hereby closed to vehicular traffic.

SECTION 2. The City of Chicago (Department of Urban Renewal) shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance.

SECTION 3. This ordinance shall take effect and be in full force and effect from and after its passage, subject however, to the provision of Section Two (2) hereof.

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On motion of Alderman Sain the following proposed resolution submitted with the pending committee report was *Adopted,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Lupo, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—36.

*Nays*—None.

The following is said resolution as adopted:

*Be It Resolved by the City Council of the City of Chicago,* That the following described property shall be opened for use as a part of N. St. Michaels Court:

> The East Twenty (20) feet of Lots Seventy-nine (79) to Eighty-seven (87), both inclusive, in C. J. Hull's Subdivision of Block Fifty-one (51) in Canal Trustees' Subdivision of the North Half (N.½) and the North Half (N.½) of the Southeast Quarter (S.E.¼) and the East Half (E.½) of the Southwest Quarter (S.W.¼) of Section Thirty-three (33), Township Forty (40) North, Range Fourteen (14) East of the Third Principal Meridian, together with the East Twenty (20) feet of that part of Lot Seventy-eight (78) in said C. J. Hull's Subdivision, lying Southerly of a line drawn through a point in the South line of W. Menomonee Street, Fifty-nine and Fifty-eight Hundredths ((59.58) feet East of the East line of N. Hudson Avenue and through a point in the North line of W. Eugenie Street, Twenty-three and Fifty-eight Hundredths (23.58) feet West of the West line of N. Cleveland Avenue, said described line being the Southeasterly line of N. Ogden Avenue opened by Condemnation Proceedings as per ordinance passed by the City Council February 18, 1919, Order of Possession March 1, 1945, County Court General No. 42162.

*Be It Further Resolved,* That the City of Chicago (Department of Urban Renewal) shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this resolution.

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### North-South Public Alley and Part of East-West Public Alley Vacated in Block Bounded by W. Peterson, W. Glenlake, N. Keystone Aves. and Right of Way of C. & N. W. RR.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass a proposed ordinance (which was drafted and submitted in compliance with an order passed on May 28, 1969, page 5609) for the vacation of:

> All of the north-south 16-foot public alley running north from W. Peterson Avenue together with all that part of the east-west 16-foot public alley lying west of a line 59 feet, more or less, east of and parallel with the east line of said north-south public alley, also providing for the dedication of a north-south 16-foot alley at the east terminus of said vacation, all in the block bounded by W. Peterson Avenue, W. Glenlake Avenue, N. Keystone Avenue and the right of way of the Chicago and North Western Railway.

On motion of Alderman Sain said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Lupo, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—36.

*Nays*—None.

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of public alley and part of public alley described in the following ordinance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That all of the North-South Sixteen (16) foot public alley together with all that part of the East-West Sixteen (16) foot public alley lying West of and adjoining the West line of Lot Eighteen (18), lying East of and adjoining the East line of Lot Nineteen (19), lying South of and adjoining the South line of Lot Twenty (20), lying North of and adjoining the North line of Lots Sixteen (16), Seventeen (17) and Eighteen (18) and lying West of and adjoining the West line of the East Sixteen (16) feet of said Lot Sixteen (16) produced North Sixteen (16) feet, all in Block Nineteen (19) of Krenn and Dato's Crawford-Peterson Addition to North Edgewater being a Subdivision of the Northeast Fractional Quarter (N.E. Fract'l. ¼), except the North Forty-two (42) rods thereof, and Fractional Southeast Quarter (Fract'l. S.E.¼) of Section Three (3), Township Forty (40) North, Range Thirteen (13) East of the Third Principal Meridian lying North of the Indian Boundary Line, excepting from the above described tract of land that part thereof that lies South of a line that is One Hundred (100) feet North of and parallel to the South line of Peterson Avenue extended West, excepting also the right of ways of the Chicago and North Western Railway Company; said public alley and part of public alley herein vacated being further described as all of the North-South public alley running North from W. Peterson Avenue together with all that part of the East-West public alley lying West of a line Fifty-nine (59) feet, more or less, East of and parallel with the East line of said North-South public alley, all in the block bounded by W. Peterson Avenue, W. Glenlake Avenue, N. Keystone Avenue and the right of way of the Chicago and North Western Railway, as colored in red and indicated by the words "TO BE VACATED" on the plat hereto attached, which plat for greater certainty is hereby made a part of this ordinance, be and the same are hereby vacated and closed, inasmuch as the same are no longer required for public use and the public interest will be subserved by such vacations.

SECTION 2. The vacations herein provided for are made upon the express condition that within ninety (90) days after the passage of this ordinance, R. W. Troch Oil Company and Norris E. Boothe and Harry W. Boothe, Trustees under Trust known as Sauganash Animal Hospital Inc. Employees Profit Sharing Trust shall dedicate or cause to be dedicated to the public and open up for public use as an alley, the East Sixteen (16) feet of Lot Sixteen (16) in Block Nineteen (19) of Krenn and Dato's Crawford-Peterson Addition to North Edgewater aforementioned, as colored in yellow and indicated by the words "TO BE DEDICATED" on the aforementioned plat; and further, shall within ninety (90) days after the passage of this ordinance pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owners of the property abutting said public alley and part of public alley hereby vacated, the sum of eleven thousand three hundred fourteen and no/100 dollars ($11,314.00), which sum in the judgment of this body will be equal to such benefits; and further, shall within ninety (90) days after the passage of this ordinance deposit in the City Treasury of the City of Chicago a sum sufficient to defray all costs of removing paving and curb returns and constructing sidewalk and curb across the entrance to the North-South public alley herein vacated, similar to the sidewalk and curb in W. Peterson Avenue between N. Keystone Avenue and the right of way of the Chicago and North Western Railway, and removing sidewalk and curb and constructing paving and curb returns into the entrance to the North-South alley herein required to be dedicated, similar to the paving and curbing in W. Peterson Avenue between N. Keystone Avenue and the right of way of the Chicago and North Western Railway; and further, shall within ninety (90) days after the passage of this ordinance deposit in the City Treasury of the City of Chicago a sum sufficient to defray all costs of constructing concrete pavement in the alley to be dedicated, as shown in yellow on the plat hereto attached. The precise amounts of the sums so deposited shall be ascertained by the Commissioner of Streets and Sanitation after such investigation as is requisite.

SECTION 3. This ordinance shall take effect and be in force from and after its passage subject to the conditions of Section Two (2) hereof, provided that R. W. Troch Oil Company and Norris E. Boothe and Harry W. Boothe, Trustees under Trust known as Sauganash Animal Hospital Inc. Employees Profit Sharing Trust shall within ninety (90) days after the passage of this ordinance, file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with a plat properly executed and acknowledged showing the vacations and dedication herein provided for.

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## Public Alleys in Block Bounded by N. Elston, N. Holly, N. Hobson Aves. and Right of Way of C. & N. W. RR.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass a proposed ordinance (which was drafted and submitted in compliance with an order passed on July 15, 1969, page 5874) for the vacation of all of the public alleys in the block bounded by N. Elston, N. Holly, N. Hobson Avenues and the right of way of the Chicago and North Western Railway.

**On motion of Alderman Sain said proposed ordinance was *Passed*, by yeas and nays as follows:**

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Lupo, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—36.

*Nays*—None.

**The following is said ordinance as passed:**

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature of extent of the public use and the public interest to be subserved is such as to warrant the vacation of public alleys described in the following ordinance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That all of the Northeasterly-Southwesterly Sixteen (16) foot public alley together with all of the Northerly-Southerly Sixteen (16) foot public alley lying Northwesterly of and adjoining the Northwesterly line of Lot Seventeen (17), lying Southeasterly of and adjoining the Southeasterly line of Lot Eighteen (18), lying Easterly of and adjoining the Easterly line of Lots Eighteen (18), Nineteen (19), Twenty-one (21), Twenty-two (22), Twenty-five (25) and Twenty-six (26) and lying Southerly of and adjoining the Northeasterly line of said Lot Twenty-six (26) extended Southeasterly, all in Hurford's Subdivision of original Lot One (1) in Block Twenty-one (21) of Sheffield's Addition to Chicago in Section Thirty-one (31), Township Forty (40) North, Range Fourteen (14) East of the Third Principal Meridian, and lying Westerly of and adjoining the Westerly line of the right of way of the Chicago and North Western Railway; said public alleys herein vacated being further described as all of the public alleys in the block bounded by N. Elston Avenue, N. Holly Avenue, N. Hobson Avenue and the right of way of the Chicago and North Western Railway, as colored in red and indicated by the words "To Be Vacated" on the plat hereto attached, which plat for greater certainty is hereby made a part of this ordinance, be and the same are hereby vacated and closed, inasmuch as the same are no longer required for public use and the public interest will be subserved by such vacations.

Section 2. The vacations herein provided for are made upon the express condition that within ninety (90) days after the passage of this ordinance, Stereotype Equipment Company and George E. Gall shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owners of the property abutting said public alleys hereby vacated, the sum of thirteen thousand and no/100 dollars ($13,000.00), which sum in the judgment of this body will be equal to such benefits; and further, shall within ninety (90) days after the passage of this ordinance deposit in the City Treasury of the City of Chicago a sum sufficient to defray all costs of removing paving and curb returns and constructing sidewalk and curb across the entrance to the Northerly-Southerly public alley herein vacated, similar to the sidewalk and curb in N. Elston Avenue between N. Hobson Avenue and the right of way of the Chicago and North Western Railway. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Streets and Sanitation after such investigation as is requisite.

Section 3. This ordinance shall take effect and be in force from and after its passage subject to the conditions of Section Two (2) hereof, provided that the said Stereotype Equipment Company and George E. Gall shall within ninety (90) days after the passage of this ordinance, file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance.

### North-South Public Alley and East-West "Open Alley" Vacated in Block Bounded by W. Maypole, N. Kolmar, W. West End and N. Kenton Aves.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith (which was referred to the committee on January 27, 1970) for the vacation of all of the north-south 16-foot public alley and all of the east-west 16-foot "Open Alley" in the block bounded by W. Maypole, N. Kolmar, W. West End and N. Kenton Avenues.

**On motion of Alderman Sain said proposed ordinance was *Passed,* by yeas and nays as follows:**

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Lupo, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—36.

*Nays*—None.

The following is said ordinance as passed:

Whereas, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant vacation of public alley and "Open Alley" described in the following ordinance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

Section 1. That all of the North-South Sixteen (16) foot public alley lying East of and adjoining the East line of Lots Sixteen (16), Seventeen (17) and Eighteen (18), lying West of and adjoining the West line of Lots Nineteen (19), Twenty (20) and Twenty-one (21) and lying South of and adjoining the North line of the South Sixteen (16) feet of said Lot Twenty-one (21) produced West Sixteen (16) feet, in Block Two (2) of John D. Cuddihy's Resubdivision of Block Twenty-two (22), except streets heretofore dedicated, of West Chicago Land Company's Subdivision of the South Half (S.½) of Section Ten (10), Township Thirty-nine (39) North, Range Thirteen (13) East of the Third Principal Meridian; also all of the East-West Sixteen (16) foot "Open Alley" opened by the Board of Education in ordinance passed by the City Council on March 9, 1962 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, April 24, 1962 as Document No. 18457136, being the South Sixteen (16) feet of Lot Twenty-one (21) in Block Two (2) of John D. Cuddihy's Resubdivision aforementioned; said public alley and "Open Alley" herein vacated being further described as all of the North-South public alley lying South of the North line of the East-West "Open Alley" extended West and all of the East-West "Open Alley" running West from N. Kolmar Avenue, all in the block bounded by W. Maypole Avenue, W. West End Avenue, N. Kolmar Avenue and N. Kenton Avenue, as colored in red and indicated by the words "To Be Vacated" on the plat hereto attached, which plat for greater certainty is hereby made a part of this ordinance, be and the same are hereby vacated and closed, inasmuch as the same are no longer required for public use and the public interest will be subserved by such vacations.

Section 2. The vacations herein provided for are made upon the express condition that within six (6) months after the passage of this ordinance, the Board of Education of the City of Chicago shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance.

Section 3. This ordinance shall take effect and be in full force and effect from and after its passage and approval, subject however, to the condition of Section Two (2) hereof.

### East-West Public Alley Vacated in Block Bounded by W. Kinzie, W. Hubbard, N. Bishop and N. Armour Streets.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass a proposed ordinance (which was drafted and submitted in compliance with an order passed on June 23, 1969, page 5704) for the vacation of all of the east-west 16-foot public alley running west from N. Bishop Street in the block bounded by W. Kinzie, W. Hubbard, N. Bishop and N. Armour Streets.

On motion of Alderman Sain said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Lupo, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—36.

*Nays*—None.

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of public alley described in the following ordinance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That all of the East-West Sixteen (16) foot public alley lying North of and adjoining the North line of Lot Eight (8) in Block Three (3) of Armour's Subdivision in the Southeast corner of the West Half (W.½) of the Northwest Quarter (N.W.¼) of Section Eight (8), Township Thirty-nine (39) North, Range Fourteen (14) East of the Third Principal Meridian; and lying South of and adjoining the South line of Lots Nine (9) to Twelve (12), both inclusive, in Subdivision of Lots Two (2), Three (3), Six (6), Seven (7) and Ten (10) in Block Two (2) and Lots Nine (9) to Thirteen (13) in Block Three (3) of Armour's Subdivision aforementioned; said public alley herein vacated being further described as all of the East-West Sixteen (16) foot public alley running West from N. Bishop Street in the block bounded by W. Kinzie Street, W. Hubbard Street, N. Bishop Street and N. Armour Street, as colored in red and indicated by the words "TO BE VACATED" on the plat hereto attached, which plat for greater certainty is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The vacation herein provided for is made upon the express condition that within ninety (90) days after the passage of this ordinance, Hubbard Street Building Corporation shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said public alley hereby vacated, the sum of two thousand eight hundred and no/100 dollars ($2,800.00), which sum in the judgment of this body will be equal to such benefits; and further, shall within ninety (90) days after the passage of this ordinance deposit in the City Treasury of the City of Chicago a sum sufficient to defray all costs of removing paving and curb returns and constructing sidewalk and curb across the entrance to the East-West public alley herein vacated, similar to the sidewalk and curb in N. Bishop Street between W. Kinzie Street and W. Hubbard Street. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Streets and Sanitation after such investigation as is requisite.

SECTION 3. This ordinance shall take effect and be in force from and after its passage subject to the conditions of Section Two (2) hereof, provided that the said Hubbard Street Building Corporation shall within ninety (90) days after the passage of this ordinance, file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance.

### Public Alleys Vacated in Block Bounded by W. Kinzie, W. Hubbard, N. May Sts. and N. Racine Av.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass a proposed ordinance (which was drafted and submitted in compliance with an order passed on July 29, 1969, page 5947) for the vacation of all of the public alleys in the block bounded by W. Kinzie, W. Hubbard, N. May Streets and N. Racine Avenue.

On motion of Alderman Sain said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Lupo, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—36.

*Nays*—None.

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of public alleys described in the following ordinance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That all of the North-South Eighteen (18) foot public alley dedicated and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, December 30, 1908, Document No. 4307923, being the East Eighteen (18) feet of Lots Seventeen (17), Eighteen (18) and Nineteen (19) in Colgate's Resubdivision of Lots Six (6) to Fourteen (14), inclusive, in the Circuit Court Partition of Three (3) acres in the Southwest corner of the Northeast Quarter (N.E.¼) of Section (8), Township Thirty-nine (39) North, Range Fourteen (14) East of the Third Principal Meridian; also all of the East-West Eighteen (18) foot public alley together with all of the East-West Nineteen (19) foot public alley lying South of and adjoining the South line of Lot Three (3) in Block Eight (8) of Ogden's Addition to Chicago in the Northeast Quarter (N.E.¼) of Section Eight (8), Township Thirty-nine (39) North, Range Fourteen (14) East of the Third Principal Meridian; lying North of and adjoining the North line of Lot Six (6) and said North line produced West Eight (8) feet, in

Hull's Subdivision of Lots Four (4) and Five (5) in Block Eight (8) of Ogden's Addition to Chicago aforementioned, lying South of and adjoining the South line of Lots Nineteen (19) to Twenty-three (23), both inclusive, and lying North of and adjoining the North line of Lots Fifteen (15) to Eighteen (18), both inclusive, in Circuit Court Partition aforementioned, lying North of and adjoining the North line of Lot Seventeen (17) and lying East of and adjoining the West line of the East Eighteen (18) feet of said Lot Seventeen (17) produced North Nineteen (19) feet, in Colgate's Resubdivision aforementioned; said public alleys herein vacated being further described as all of the public alleys in the block bounded by W. Kinzie Street, W. Hubbard Street, N. May Street and N. Racine Avenue, as colored in red and indicated by the words "TO BE VACATED" on the plat hereto attached, which plat for greater certainty is hereby made a part of this ordinance, be and the same are hereby vacated and closed, inasmuch as the same are no longer required for public use and the public interest will be subserved by such vacations.

SECTION 2. The vacations herein provided for are made upon the express condition that within ninety (90) days after the passage of this ordinance, Pentagon Pattern and Engineering Company shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said public alleys hereby vacated, the sum of thirteen thousand eight hundred and no/100 dollars ($13,800.00), which sum in the judgment of this body will be equal to such benefits; and further, shall within ninety (90) days after the passage of this ordinance deposit in the City Treasury of the City of Chicago a sum sufficient to defray all costs of removing paving and curb returns and constructing sidewalk and curb across the entrance to the North-South public alley herein vacated, similar to the sidewalk and curb in W. Kinzie Street between N. May Street and N. Racine Avenue and removing paving and curb returns and constructing sidewalk and curb across the entrance to the East-West public alley herein vacated, similar to the sidewalk and curb in N. May Street between W. Kinzie Street and W. Hubbard Street. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Streets and Sanitation after such investigation as is requisite.

SECTION 3. This ordinance shall take effect and be in force from and after its passage subject to the conditions of Section Two (2) hereof, provided that the said Pentagon Pattern and Engineering Company shall within ninety (90) days after the passage of this ordinance, file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance.

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### Parts of S. Lawler and S. Leclaire Aves., North-South and Easterly-Westerly Public Alleys Vacated in Blocks Bounded by W. 44th St., Southerly Line of Right of Way of Gulf, Mobile & Ohio RR. and Vacated S. Lavergne and S. Laramie Aves.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass a proposed ordinance (which was drafted and submitted in compliance with an order passed on September 11, 1968, page 3595) for the vacation of:

All those parts of S. Lawler Avenue and S. Leclaire Avenue lying between W. 44th Street and the southerly line of the right of way of the Gulf, Mobile and Ohio Railroad, also all of the north-south and easterly-westerly public alleys, all in the blocks bounded by W. 44th Street, the southerly line of the right of way of the Gulf Mobile and Ohio Railroad, vacated S. Lavergne Avenue and S. Laramie Avenue.

On motion of Alderman Sain said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Lupo, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—36.

*Nays*—None.

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of parts of public streets and public alleys described in the following ordinance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That all that part of S. Lawler Avenue lying West of and adjoining the West line of Lots Eighteen (18) to Thirty-two (32), both inclusive, and the West line of said Lot Thirty-two (32) produced North Twenty-one and Fifty-two Hundredths (21.52) feet, in Block Eighty-one (81), lying East of and adjoining the East line of Lots One (1) to Thirteen (13), both inclusive, and the East line of said Lot One (1) produced North Twenty-one and Fifty-two Hundredths (21.52) feet, in Block Eighty-two (82) and lying Southerly of and adjoining the Southerly line of the right of way of the Gulf Mobile and Ohio Railroad and all that part of S. Leclaire Avenue lying West of and adjoining the West line of Lots Fourteen (14) to Twenty-three (23), both inclusive, and the West line of said Lot Twenty-three (23) produced North Twenty-one and Fifty-two Hundredths (21.52) feet, in Block Eighty-two (82), lying East of and adjoining the East line of Lots One (1) to Eight (8), both inclusive, and the East line of said Lot One (1) produced North Twenty-one and Fifty-two Hundredths (21.52) feet, in Block Eighty-three (83) and lying Southerly of and adjoining the Southerly line of the right of way of the Gulf Mobile and Ohio Railroad; also all of the North-South Sixteen (16) foot public alleys and all of the Easterly-Westerly Twenty (20) foot public alleys in Blocks Eighty-one (81), Eighty-two (82), Eighty-three (83) and Eighty-four (84), all in Frederick H. Bartlett's Second Addition to Central Chicago, being a Subdivision in the Southeast Quarter (S.E. ¼) of the Northeast Quarter (N.E.¼) of Section Four (4) and in the Northwest Quarter (N.W.¼) of the Southeast Quarter (S.E.¼) of said Section Four (4), Township Thirty-eight (38) North, Range Thirteen (13) East of the Third Principal Meridian lying South of the Chicago and Alton Railroad right of way; said parts of public streets herein vacated being further described as all those parts of S. Lawler Avenue and S. Leclaire Avenue lying between W. 44th Street and the Southerly line of the right of way of the Gulf Mobile and

Ohio Railroad and said public alleys herein vacated being further described as all of the North-South and Easterly-Westerly public alleys in the blocks bounded by W. 44th Street, the Southerly line of the right of way of the Gulf Mobile and Ohio Railroad, vacated S. Lavergne Avenue and S. Laramie Avenue, as colored in red and indicated by the words, "To Be Vacated" on the plat hereto attached, which plat for greater certainty is hereby made a part of this ordinance, be and the same are hereby vacated and closed, except for such rights as are reserved to the City of Chicago by Section Two (2) hereof, inasmuch as the same with the exception of the reservations contained in Section Two (2) hereof, are no longer required for public use and the public interest will be subserved by such vacations.

Section 2. The City of Chicago hereby reserves all of S. Lawler Avenue and S. Leclaire Avenue as herein vacated, also all of the Easterly-Westerly Twenty (20) foot public alleys as herein vacated, as right of ways for existing water mains and appurtenances thereto and for the installation of any additional water mains or other municipally-owned service facilities now located, or which in the future may be located, in said S. Lawler Avenue, S. Leclaire Avenue and the Easterly-Westerly Twenty (20) foot public alleys as herein vacated, and for the maintenance, renewal and reconstruction of such facilities. It is further provided that no buildings or other structures shall be erected on the said right of ways herein reserved or other use made of said area, which in the judgment of the municipal officials having control of the aforesaid service facilities would interfere with the use, maintenance, renewal or reconstruction of said facilities, or the construction of additional municipally-owned service facilities.

Section 3. The vacations herein provided for are made upon the express condition that within six (6) months after the passage of this ordinance, the Chicago Park District and Chicago Housing Authority shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance.

Section 4. This ordinance shall take effect and be in full force and effect from and after its passage and approval, subject however, to the condition of Section Three (3) hereof.

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## Part of North-South Public Alley Vacated in Block Bounded by E. 61st St., E. 63rd St., S. Indiana Av. and S. Michigan Av. and Dedication of Adjacent Alleys.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass a proposed ordinance (which was drafted and submitted in compliance with an order passed on July 8, 1969, page 5789) for the vacation of the south 182 feet, more or less, of the north-south 16-foot public alley, also providing for the dedication of an east-west 16-foot alley at the north terminus of said vacation, and providing for the dedication of an east-west 16-foot alley approximately 198 feet north of the north terminus of said vacation, said alley to run east from S. Michigan Avenue, all in the block bounded by E. 61st Street, E. 63rd Street, S. Indiana Avenue and S. Michigan Avenue.

On motion of Alderman Sain said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Lupo, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—36.

*Nays*—None.

The following is said ordinance as passed:

Whereas, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public alley described in the following ordinance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

Section 1. That all that part of the North-South Sixteen (16) foot public alley opened by Condemnation Proceedings, Ordinance passed by the City Council June 15, 1914, Order of Possession July 10, 1918, County Court General No. 33934, being the West Eight (8) feet of original Lot Eight (8), except the North Sixteen (16) feet thereof, and the West Eight (8) feet of original Lot Nine (9) and the West Eight (8) feet of said Lot Nine (9) extended South through a strip of land Thirty-three (33) feet in width South of and adjoining said Lot Nine (9), in Nash, Rankin and Gray's Subdivision of the South Twenty-seven (27) acres of the Southwest Quarter (S.W.¼) of the Southwest Quarter (S.W.¼) of Section Fifteen (15), Township Thirty-eight (38) North, Range Fourteen (14) East of the Third Principal Meridian; also the East Eight (8) feet of that part of original Lot Eleven (11) in said Nash, Rankin and Gray's Subdivision lying South of a line Sixteen (16) feet South of and parallel with the North line of Lot A produced West Sixteen (16) feet, in Consolidation of part of Nash, Rankin and Gray's Subdivision aforementioned, and the East Eight (8) feet of Lot Six (6) in Staple's Subdivision of Lot Ten (10) and the Thirty-three (33) feet South of and adjoining said Lot Ten (10) in Nash, Rankin and Gray's Subdivision aforementioned; said part of public alley herein vacated being further described as the South One Hundred Eighty-two (182) feet, more or less, of the North-South public alley in the block bounded by E. 61st Street, E. 63rd Street, S. Michigan Avenue and S. Indiana Avenue, as colored in red and indicated by the words "To Be Vacated" on the plat hereto, attached, which plat for greater certainty is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

Section 2. The vacation herein provided for is made upon the express condition that within ninety (90) days after the passage of this ordinance, Indian Trailer Corporation and Carl Nelson shall dedicate or cause to be dedicated to the public and open up for public use as alleys, the North Sixteen (16) feet of Lot A, except the East Seventeen (17) feet thereof, in Consolidation of part of Nash, Rankin and Gray's Subdivision aforementioned, also the North Sixteen (16) feet of Lot Thirteen (13), except the East Eight (8) feet and the West Seventeen (17) feet thereof, in Nash, Rankin and Gary's Subdivision aforementioned, as colored in yellow and indicated by the words "To Be Dedicated" on the aforementioned plat; and further, shall within ninety (90) days after the passage of this ordinance pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said part of public alley hereby vacated, the sum of eight hundred and no/100 dollars ($800.00), which sum in the judgment of this body will be equal to such benefits; and further, shall within ninety (90) days after the passage of this ordinance deposit in the City Treasury of the City of Chicago a sum sufficient to defray all costs of removing paving and curb returns and constructing sidewalk and curb across the entrance to the part of the North-South public alley herein vacated, similar to the sidewalk and curb in E. 63rd Street between S. Michigan Avenue and S. Indiana Avenue and removing sidewalk and curb and constructing paving and curb returns into the entrances to the East-West alleys herein required to be dedicated, similar to the paving and curbing in S. Michigan Avenue and S. Indiana Avenue, respectively, between E. 61st Street and E. 63rd Street; and further, shall within ninety (90) days after the passage of this ordinance deposit in the City Treasury of the City of Chicago a sum sufficient to defray all costs of constructing concrete pavement in the alleys to be dedicated, as shown in yellow on the plat hereto attached. The precise amounts of the sums so deposited shall be ascertained by the Commissioner of Streets and Sanitation after such investigation as is requisite.

Section 3. This ordinance shall take effect and be in force from and after its passage subject to the conditions of Section Two (2) hereof, provided that the said Indian Trailer Corporation and Carl Nelson shall within ninety (90) days after the passage of this ordinance, file or cause to be filed for record in the office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with a plat properly executed and acknowledged showing the vacation and dedications herein provided for.

## Part of North-South and Part of East-West Public Alleys Vacated in Block Bounded by W. 70th St., W. 71st St., S. Parnell Av. and Right of Way of Chicago and Western Indiana RR. and Provision Made for Opening Property for Public Alley Purposes.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass a proposed ordinance and proposed resolution transmitted therewith (which was drafted and submitted in compliance with an order passed on June 23, 1969, page 5702) for the vacation of the north 133 feet, more or less, of the north-south 14-foot public alley and the east 50 feet of the east-west 12-foot public alley in the block bounded by W. 70th Street, W. 71st Street, S. Parnell Avenue and the right of way of the Chicago and Western Indiana Railroad; and for opening of an east-west 16-foot alley at the south terminus of the part of the north-south alley to be vacated.

On motion of Alderman Sain said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Lupo, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—36.

*Nays*—None.

The following is said ordinance as passed:

Whereas, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of parts of public alleys described in the following ordinance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

Section 1. That all that part of the North-South Fourteen (14) foot public alley lying West of and adjoining the West line of Lot One (1), Two (2) and Three (3) in Block Five (5) of L.W. Beck's Subdivision of the Southwest Quarter (S. W.¼) of Section Twenty-one (21), Township Thirty-eight (38) North, Range Fourteen (14) East of the Third Principal Meridian; lying East of and adjoining the East line of Lot One (1) in Bowes and Cruickshank's Resubdivision of Lots Twenty-two (22), Twenty-three (23) and Twenty-four (24) in Block Five (5) of L. W. Beck's Subdivision aforementioned, and lying North of and adjoining the North line of the South Sixteen (16) feet of Lot Three (3) produced West Fourteen (14) feet, in Block Five (5) of L. W. Beck's Subdivision aforementioned; also all that part of the East-West Twelve (12) foot public alley lying South of and adjoining the South line of Lots One (1) and Two (2) in Bowes and Cruickshank's Resubdivision aforementioned, lying North of and adjoining the North line of Lot Twenty-one (21) and lying East of and adjoining a line Fifty (50) feet West of and parallel with the East line of said Lot Twenty-one (21) produced North Twelve (12) feet, in Block Five (5) of L. W. Beck's Subdivision aforementioned; said parts of public alleys herein vacated being further described as the North One Hundred Thirty-three (133) feet, more or less, of the North-South public alley and the East Fifty (50) feet of the East West public alley, all in the block bounded by W. 70th Street, W. 71st Street, S. Parnell Avenue and the right of way of the Chicago and Western Indiana Railroad, as colored in red and indicated by the words "To Be Vacated" on the plat hereto attached, which plat for greater certainty is hereby made a part of this ordinance, be and the same are hereby vacated and closed, except for such rights as are reserved to Commonwealth Edison Company and Illinois Bell Telephone Company by Section Two (2) hereof, inasmuch as the same with the exception of the reservations contained in Section Two (2) hereof, are no longer required for public use and the public interest will be subserved by such vacations.

Section 2. The City of Chicago hereby reserves for the benefit of Commonwealth Edison Company and Illinois Bell Telephone Company, their successors or assigns, easements to operate, maintain, construct, replace and renew overhead poles, wires and associated equipment, and underground conduit, cables and associated equipment for the transmission and distribution of electric energy and telephonic and associated services under, over and along all that part of the North-South Fourteen (14) foot public alley herein vacated, with the right of ingress and egress.

Section 3. The vacations herein provided for are made upon the express condition that within six (6) months after the passage of this ordinance, the Chicago and Western Indiana Railroad Company shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to said owner of part of the property abutting said parts of public alleys hereby vacated, the sum of two thousand three hundred and no/100 dollars ($2,300.00), which sum in the judgement of this body will be equal to such benefits; the City of Chicago being the owner of the remaining property abutting said parts of public alleys hereby vacated; and further, the City of Chicago shall within six (6) months after the passage of this ordinance file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance.

SECTION 4. This ordinance shall take effect and be in full force and effect from and after its passage and approval, subject however, to the conditions of Section Three (3) hereof.

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On motion of Alderman Sain the following proposed resolution submitted with the pending committee report was *Adopted,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Lupo, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—36.

*Nays*—None.

The following is said resolution as adopted:

*Be It Resolved by the City Council of the City of Chicago,* That the following-described property shall be opened for public alley purposes:

The South Sixteen (16) feet of Lot Three (3) in Block Five (5) of L. W. Beck's Subdivision of the Southwest Quarter (S.W.¼) of Section Twenty-one (21), Township Thirty-eight (38) North, Range Fourteen (14) East of the Third Principal Meridian.

*Be It Further Resolved,* That the City of Chicago (Department of Urban Renewal) shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this resolution.

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## Public Alleys Vacated in Block Bounded by W. 79th St., W. Winneconna Parkway, S. Normal Av. and S. Fielding Av.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass a proposed ordinance (which was drafted and submitted in compliance with an order passed on March 6, 1968, page 2365) for the vacation of all of the public alleys in the block bounded by W. 79th Street, W. Winneconna Parkway, S. Normal Avenue and S. Fielding Avenue.

On motion of Alderman Sain said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Lupo, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—36.

*Nays*—None.

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of public alleys described in the following ordinance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That all of the East-West Thirteen (13) foot public alley together with all of the North-South Thirteen (13) foot public alley lying North of and adjoining the North line of Lots One (1) to Nineteen (19), both inclusive, lying South of and adjoining the South line of Lots Twenty-six (26) to Thirty-two (32), both inclusive, and lying East of and adjoining the East line of Lot Twenty (20), all in Resubdivision of Block Fifteen (15) of Auburn Park being a Subdivision in Section Twenty-eight (28), Township Thirty-eight (38) North, Range Fourteen (14) East of the Third Principal Meridian; lying South of and adjoining the South line of Lots One (1) to Six (6), both inclusive, and lying West and Southwesterly of and adjoining the West and Southwesterly lines, respectively, of said Lot One (1), in Eugene M. Baldwin's Resubdivision of Lots Twenty-two (22) to Twenty-five (25), inclusive, in the Resubdivision of Block Fifteen (15) of Auburn Park aforementioned; said public alleys herein vacated being further described as all of the public alleys in the block bounded by W. 79th Street, W. Winneconna Parkway, S. Normal Avenue and S. Fielding Avenue, as colored in red and indicated by the words "TO BE VACATED" on the plat hereto attached, which plat for greater certainty is hereby made a part of this ordinance, be and the same are hereby vacated and closed, except for such rights as are reserved to Commonwealth Edison Company and Illinois Bell Telephone Company by Section Two (2) hereof, inasmuch as the same with the exception of the reservations contained in Section Two (2) hereof, are no longer required for public use and the public interest will be subserved by such vacations.

SECTION 2. The City of Chicago hereby reserves for the benefit of Commonwealth Edison Company and Illinois Bell Telephone Company, their successors or assigns, easements to operate, maintain, construct, replace and renew overhead poles, wires and associated equipment and underground conduit, cables and associated equipment for the transmission and distribution of electric energy and telephonic and associated services under, over and along all of the East-West public alley herein vacated lying East of the East line of the North-South public alley extended South, with the right of ingress and egress.

SECTION 3. The vacations herein provided for are made upon the express condition that within six (6) months after the passage of this ordinance, Mount Hermon Missionary Baptist Church shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to said owner of part of the property abutting said public alleys hereby vacated, the sum of six hundred and no/100 dollars ($600.00), which sum in the judgment of this body will be equal to such benefits; the City of Chicago being the owner of the remaining property abutting said public alleys hereby vacated; and further, the City of Chicago shall within six (6) months after the passage of this ordinance, file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance.

SECTION 4. This ordinance shall take effect and be in full force and effect from and after its passage and approval, subject however, to the conditions of Section Three (3) hereof.

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### Public Alleys Vacated in Block Bounded by E. 60th St., E. 61st St., S. University Av. and S. Woodlawn Av.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass a proposed ordinance (which was drafted and submitted in compliance with an order passed on June 23, 1969, page 5700) for the vacation of all of the east-west and north-south 20-foot public alleys in the block bounded by E. 60th Street, E. 61st Street, S. University Avenue and S. Woodlawn Avenue.

On motion of Alderman Sain said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Lupo, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—36.

*Nays*—None.

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of public alleys described in the following ordinance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That all of the East-West Twenty (20) foot public alley lying South of and adjoining the South line of Lots One (1) to Seven (7), both inclusive, and said South line of Lot Seven (7) produced East Seven (7) feet, lying North of and adjoining the North line of Lots Eight (8) and Twenty-three (23) and said North line of Lot Eight (8) produced West Twenty (20) feet and produced East Seven (7) feet, and lying west of and adjoining a line Seven (7) feet East of and parallel with the East line of said Lot Seven (7) produced South Twenty (20) feet, all in Block One (1) in (Clark, Martin and Layton's) Subdivision of the South Half (S.½) of the North Half (N.½) of the Southwest Quarter (S.W.¼) of Section Fourteen (14), Township Thirty-eight (38) North, Range Fourteen (14) East of the Third Principal Meridian; also all of the North-South Twenty (20) foot public alley lying West of and adjoining the West line of Lots Eight (8) to Twelve (12), both inclusive, and lying East of and adjoining the East line of Lots Sixteen (16), Seventeen (17) and Lots Twenty (20) to Twenty-three (23), both inclusive, all in Block One (1) of (Clark, Martin and Layton's) Subdivision aforementioned, lying West of and adjoining the West line of Lots One (1), Two (2) and Three (3) in Morris and Collins' Subdivision of Lots Thirteen (13), Fourteen (14) and Fifteen (15) in Block One (1) in (Clark, Martin and Layton's) Subdivision aforementioned, lying East of and adjoining the East line of Lots One (1), Two (2) and Three (3) in Subdivision of the North Four (4) feet of Lot Eighteen (18) and all of Lot Nineteen (19) in Block One (1) in Clark, Martin and Layton's Subdivision aforementioned, and lying East of and adjoining the East line of Lots One (1), Two (2) and Three (3) in Subdivision of the South Forty-six (46) feet of Lot Eighteen (18) and the North Four (4) feet of Lot Seventeen (17) in Block One (1) in (Clark, Martin and Layton's) Subdivision aforementioned; said public alleys herein vacated being further described as all of the East-West and North-South Twenty (20) foot public alleys in the block bounded by E. 60th Street, E. 61st Street, S. University Avenue and S. Woodlawn Avenue, as colored in red and indicated by the words "TO BE VACATED" on the plat hereto attached, which plat for greater certainty is hereby made a part of this ordinance, be and the same are hereby vacated and closed, except for such rights as are reserved to the City of Chicago and public and quasi-public utility agencies by Section Two (2) hereof, inasmuch as the same with the exception of the reservations contained in Section Two (2) hereof, are no longer required for public use and the public interest will be subserved by such vacations.

SECTION 2. The City of Chicago hereby reserves for itself and for the benefit of such public and quasi-public utility agencies as may be involved, easements to maintain in the public alleys as herein vacated, the existing municipally-owned service facilities and public and quasi-public utility facilities at their present locations in the public alleys as herein vacated, and to repair and operate such facilities and utilities; the easement with respect to each such facility to remain in effect until, and to terminate upon, the abandonment or release of such facility or the relocation of such facility outside the public alleys herein vacated, in accordance with plans to be approved by the City of Chicago in the case of a municipally-owned service facility, or to be approved by the public or quasi-public agency involved in the case of other service facilities.

SECTION 3. The vacations herein provided for are made upon the express condition that within six (6) months after the passage of this ordinance, the University of Chicago and American Bar Foundation shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the said owners of part of the property abutting said public alleys hereby vacated, the sum of seven thousand three hundred and no/100 dollars ($7,300.00), which sum in the judgment of this body will be equal to such benefits; the City of Chicago being the owner of the remaining property abutting said public alleys hereby vacated; and further, the City of Chicago shall within six (6) months after the passage of this ordinance, file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance.

SECTION 4. This ordinance shall take effect and be in full force and effect from and after its passage and approval, subject however, to the conditions of Section Three (3) hereof.

### Part of North-South Public Alley Vacated in Block Bounded by E. 56th St., E. 57th St., S. Kenwood Av. and S. Kimbark Av. and Provision Made for Opening of Part of Public Alley.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass a proposed ordinance and proposed resolution transmitted therewith (which was drafted and submitted in compliance with an order passed on October 8, 1969, page 6230) for the vacation of all the north-south 24-foot public alley, except approximately the north 100.2 feet thereof, in the block bounded by E. 56th Street, E. 57th Street, S. Kenwood Avenue and S. Kimbark Avenue; and for the opening of part of a north-south alley at the north terminus of said vacation.

On motion of Alderman Sain said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Lupo, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—36.

*Nays*—None.

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant vacation of part of public alley described in the following ordinance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That all that part of the North-South Twenty-four (24) foot public alley lying West of and adjoining the West line of Lots Three (3) to Twelve (12), both inclusive, lying East of and adjoining the East line of Lots Thirteen (13) to Twenty-two (22), both inclusive, and lying South of and adjoining a line drawn from the Northwest corner of said Lot Three (3) to the Northeast corner of said Lot Twenty-two (22), in Block Sixty-three (63) of Hopkin's Addition to Hyde Park being a Subdivision of the West Half (W.½) of the Northeast Quarter (N.E.¼) of Section Fourteen (14), Township Thirty-eight (38) North, Range Fourteen (14) East of the Third Principal Meridian; said part of public alley herein vacated being further described as all of the North-South public alley, except approximately the North One Hundred and Two-tenths (100.2) feet thereof, in the block bounded by E. 56th Street, E. 57th Street, S. Kenwood Avenue and S. Kimbark Avenue, as colored in red and indicated by the words "TO BE VACATED" on the plat hereto attached, which plat for greater certainty is hereby made a part of this ordinance, be and the same is hereby vacated and closed, except for such rights as are reserved to Commonwealth Edison Company by Section Two (2) hereof, inasmuch as the same with the exception of the reservation contained in Section Two (2) hereof, is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The City of Chicago hereby reserves for the benefit of Commonwealth Edison Company, its successors or assigns, an easement to operate, maintain, construct, replace and renew overhead poles, wires and associated equipment and underground conduit, cables and associated equipment for the transmission and distribution of electric energy under, over and along the part of public alley herein vacated, with the right of ingress and egress.

SECTION 3. The vacation herein provided for is made upon the express condition that within six (6) months after the passage of this ordinance, the City of Chicago and Board of Education of the City of Chicago shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance.

SECTION 4. This ordinance shall take effect and be in full force and effect from and after its passage and approval, subject however, to the condition of Section Three (3) hereof.

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On motion of Alderman Sain the following proposed resolution submitted with the pending committee report was *Adopted,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Lupo, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—36.

*Nays*—None.

The following is said resolution as adopted:

*Be It Resolved by the City Council of the City of Chicago:*

That the following-described property shall be opened for public alley purposes:

The West Twenty (20) feet of Lot Two (2) except the North Twelve (12) feet thereof, in Block Sixty-three (63) of Hopkins Addition to Hyde Park being a Subdivision of the West Half (W.½) of the Northeast Quarter (N.E.¼) of Section Fourteen (14), Township Thirty-eight (38) North, Range Fourteen (14) East of the Third Principal Meridian.

*Be It Further Resolved,* That the City of Chicago (Department of Urban Renewal) shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this resolution.

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### Public Alleys Vacated in Block Bounded by E. 34th St., E. 35th St., S. Indiana Av. and S. Michigan Av.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass a proposed ordinance (which was drafted and submitted in compliance with an order passed on July 29, 1969, page 5943) for the vacation of all of the north-south public alley together with all of the east-west public alley running west from said north-south alley, all lying east of the north-south 20-foot public alley in the block bounded by E. 34th Street, E. 35th Street, S. Indiana Avenue and S. Michigan Avenue.

On motion of Alderman Sain said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Lupo, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—36.

*Nays*—None.

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of public alleys described in the following ordinance; therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That all of the East-West Fourteen (14) foot public alley together with all of the North-South Ten (10) foot public alley lying South of and adjoining the South line of Lots One (1), Two (2) and Three (3), lying Southeasterly and East of and adjoining the Southeasterly and East lines, respectively, of said Lot Three (3), lying North and Northwesterly of and adjoining the North and Northwesterly lines, respectively, of Lot Nine (9) and lying West of and adjoining the West line of Lots Four (4) to Eight (8), both inclusive, all in Bowers and Leibrandt's Resubdivision of Lots One (1) to Five (5), both inclusive, in Block Seven (7) of John Wentworth's Subdivision of the South Sixty (60) acres of the West Half (W.½) of the Northwest Quarter (N.W.¼) of Section Thirty-four (34), Township Thirty-nine (39) North, Range Fourteen (14) East of the Third Principal Meridian; said public alleys herein vacated being further described as all of the North-South public alley together with all of the East-West public alley running West from said North-South public alley, all lying East of the North-South Twenty (20) foot public alley in the block bounded by E. 34th Street, E. 35th Street, S. Indiana Avenue and S. Michigan Avenue, as colored in red and indicated by the words "TO BE VACATED" on the plat hereto attached, which plat for greater certainty is hereby made a part of this ordinance, be and the same are hereby vacated and closed, inasmuch as the same are no longer required for public use and the public interest will be subserved by such vacations.

SECTION 2. The vacations herein provided for are made upon the express condition that within ninety (90) days after the passage of this ordinance, National Boulevard Bank of Chicago, Trustee, Trust No. 3064 shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said public alleys hereby vacated, the sum of two thousand three hundred and no/100 dollars ($2,300.00), which sum in the judgment of this body will be equal to such benefits; and further, shall within ninety (90) days after the passage of this ordinance deposit in the City Treasury of the City of Chicago a sum sufficient to defray all costs of removing paving and curb returns and constructing sidewalk and curb across the entrance to the North-South public alley herein vacated, similar to the sidewalk and curb in E. 34th Street between S. Indiana Avenue and S. Michigan Avenue. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Streets and Sanitation after such investigation as is requisite.

SECTION 3. This ordinance shall take effect and be in force from and after its passage subject to the conditions of Section Two (2) hereof, provided that the said National Boulevard Bank of Chicago, Trustee, Trust No. 3064 shall within ninety (90) days after the passage of this ordinance, file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance.

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### Board of Local Improvements Requested to Institute Special-Assessment Proceedings for Paving of Portion of E. 105th St.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass the following proposed order transmitted therewith (which was referred to the committee on February 25, 1970):

*Ordered,* That the Board of Local Improvements is hereby requested to institute the necessary proceedings for the paving with concrete, by special assessment, of the roadway of E. 105th Street from S. Muskegon Avenue to a point 645 feet west thereof (to the railroad tracks).

On motion of Alderman Sain the foregoing proposed order was *Passed.*

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### Ordinance Passed for Construction of Sidewalk in Certain System of Streets.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, recommended by the Board of Local Improvements (which was referred to the committee on January 19, 1970) for the construction of a concrete sidewalk six feet in width and one foot from the lot line towards the curb line in a system of streets as follows:

East side of N. Sacramento Avenue from the north curb line of W. Pratt Avenue to a point approximately two hundred feet north of the north curb line of W. Pratt Avenue;

North side of W. Pratt Avenue beginning at a point approximately seventy feet west of the west curb line of N. California Avenue to a point approximately three hundred seventy feet west of the west curb line of N. California Avenue;

North side of W. Touhy Avenue beginning at a point approximately one hundred feet west of the west curb line of N. Albany Avenue to a point approximately two hundred forty feet west of the west curb line of N. Albany Avenue; beginning again at a point approximately four hundred twenty-five feet west of the west curb line of N. Albany Avenue to a point approximately five hundred fifty feet west of the west curb line of N. Albany Avenue;

North side of W. Birchwood Avenue from the west curb line of N. Washtenaw Avenue to the east curb line of N. California Avenue;

South side of W. Birchwood Avenue from the west line of the first alley east of the east curb line of N. California Avenue to the east curb line of N. California Avenue.

On motion of Alderman Sain said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Lupo, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—36.

*Nays*—None.

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### Ordinance Amended for Construction of Concrete Sidewalks in Certain System of Streets.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, recommended by the Board of Local Improvements (which was referred to the committee on January 19, 1970) for amendment of an ordinance passed on December 23, 1969, as is noted on pages 7229-7230 of the Journal of the Proceedings of said date, for the construction of a concrete sidewalk six feet in width and one foot from the lot line towards the curb line in a system of streets as follows:

> North side of W. 75th Place from the west curb line of S. Lawndale Avenue to a point approximately one hundred twenty-five feet west of the west curb line of S. Lawndale Avenue, etc.

On motion of Alderman Sain said proposed *amendatory* ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Lupo, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—36.

*Nays*—None.

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### Ordinance Repealed for Construction of Tile Pipe Sewers, Etc. and Grading, Paving and Improving of Alleys between W. 54th St., W. 55th St., C. G. T. RR. and S. Millard Av.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, recommended by the Board of Local Improvements (which was referred to the committee on December 23, 1969) for *repeal* of an ordinance passed on December 30, 1968, as is noted on page 4806 of the Journal of the Proceedings of said date, for constructing tile pipe sewers with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadways of the alleys between W. 54th Street, W. 55th Street, Chicago Grand Trunk Railroad and S. Millard Avenue.

On motion of Alderman Sain said proposed *repealing* ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Lupo, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—36.

*Nays*—None.

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### Ordinances Passed for Street and Alley Improvements by Special Assessment.

The Committee on Local Industries, Streets and Alleys, to which had been referred (on September 5 and December 16, 1969, January 19, January 27 and February 25, 1970) thirty-six proposed ordinances recommended by the Board of Local Improvements for street and alley improvements, submitted reports recommending that the City Council pass said proposed ordinances (transmitted therewith).

On separate motions made by Alderman Sain *each* of the said proposed ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Lupo, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—36.

*Nays*—None.

The following are descriptive summaries of the said thirty-six improvement ordinances as passed:

*Alley between E. 93rd St., E. 94th St., S. Rhodes Av. and S. Eberhart Av.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadway of the alley between E. 93rd Street, E. 94th Street, S. Rhodes Avenue and S. Eberhart Avenue.

*Improvement of N. Orange Av. System.*

An ordinance for grading, paving and improving a system of streets as follows:

N. ORANGE AVENUE SYSTEM:

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| N. ORANGE AVENUE | from a line parallel with and fourteen and three-tenths feet north of the south line of W. Addison Street to a line parallel with and twenty-eight feet south of the north line of W. Belmont Avenue; |
| N. OPAL AVENUE | from a line parallel with and twenty-six feet north of the south line of W. Addison Street to a line parallel with and twenty-eight feet south of the north line of W. Belmont Avenue; |

| | |
|---|---|
| W. CORNELIA AVENUE | from the west line of N. Ozanam Avenue to the east line of N. Osage Avenue; |
| W. ROSCOE STREET | from the west line of N. Ozanam Avenue to the east line of N. Osage Avenue; |
| W. SCHOOL STREET | from the west line of N. Ozanam Avenue to the east line of N. Osage Avenue. |

[Recommendation, Estimate and Ordinance printed on pages 5971-5981 of the Journal of the Proceedings of September 5, 1969]

### *Alley between E. 83rd Pl., E. 84th St., S. Cregier Av. and S. East End Av.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadway of the alley between E. 83rd Place, E. 84th Street, S. Cregier Avenue and S. East End Avenue.

### *Alley between E. 93rd St., E. 94th St., S. Eberhart Av. and S. Vernon Av., Etc.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadway of the alley between E. 93rd Street, E. 94th Street, S. Eberhart Avenue and S. Vernon Avenue; also that part of the north-south alley from a line parallel with and twenty feet north of the south line of E. 93rd Street to the south line of E. 93rd Street.

### *Alleys between W. 64th St., W. 64th Pl., S. Springfield Av. and S. Pulaski Road—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadways of the alleys between W. 64th Street, W. 64th Place, S. Springfield Avenue and S. Pulaski Road.

### *Alleys between W. 55th St., W. 56th St., S. Francisco Av. and S. Richmond St., Etc.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadways of the alleys between W. 55th Street, W. 56th Street, S. Francisco Avenue and S. Richmond Street; also that part of the east-west alley from a line parallel with and eighteen feet west of the east line of S. Richmond Street to the east line of S. Richmond Street.

### *Alleys between W. 85th St., W. 85th Pl., S. Springfield Av. and S. Pulaski Road, Etc.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadways of the alleys between W. 85th Street, W. 85th Place, S. Springfield Avenue and S. Pulaski Road; also that part of the north-south alley from a line parallel with and eighteen feet north of the south line of W. 85th Street to the south line of W. 85th Street; also that part of the north-south alley from a line parallel with and eighteen feet south of the north line of W. 85th Place to the north line of W. 85th Place.

### *Alley between W. 82nd St., W. 82nd Pl., S. Hamlin Av. and S. Springfield Av.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadway of the alley between W. 82nd Street, W. 82nd Place, S. Hamlin Avenue and S. Springfield Avenue.

### *Alley between W. 113th Pl., W. 114th Pl., S. Carpenter St. and S. Aberdeen St.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadway of the alley between W. 113th Place, W. 114th Place, S. Carpenter Street and S. Aberdeen Street.

### *Alleys between W. 113th Place, W. 114th Place, S. Laflin St. and S. Ashland Av., Etc.—Sewers, Etc. and Grading, Paving and Improving.*

An ordinance for constructing tile pipe sewers with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadways of the alleys between W. 113th Place, W. 114th Place, S. Laflin Street and S. Ashland Avenue; also that part of the east-west alley first south of W. 113th Place from a line parallel with and fifteen feet west of the easterly line of S. Ashland Avenue to the easterly line of S. Ashland Avenue.

### *Alleys between W. 118th, W. 119th, S. Bishop and S. Laflin Sts.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadways of the alleys between W. 118th, W. 119th, S. Bishop and S. Laflin Streets.

### *Alleys between E. 87th St., E. 88th St., S. Indiana Av. and S. Michigan Av.—Sewers, Etc. and Grading, Paving and Improving.*

An ordinance for constructing tile pipe sewers with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadways of the alleys between E. 87th Street, E. 88th Street, S. Indiana Avenue and S. Michigan Avenue.

### *Alley between W. 93rd St., W. 94th St., S. Lowe Av. and S. Union Av.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadway of the alley between W. 93rd

Street, W. 94th Street, S. Lowe Avenue and S. Union Avenue.

### *Alleys between W. 94th St., W. 95th St., S. Union Av. and S. Emerald Av.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadways of the alleys between W. 94th Street, W. 95th Street, S. Union Avenue and S. Emerald Avenue.

### *Alley between W. 97th St., W. 98th St., S. Wallace St. and S. Lowe Av., Etc.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadway of the alley between W. 97th Street, W. 98th Street, S. Wallace Street and S. Lowe Avenue; also that part of the north-south alley from a line parallel with and eighteen feet south of the north line of W. 98th Street to the north line of W. 98th Street.

### *Alleys between W. 96th St., W. 97th St., S. Parnell Av. and S. Wallace St., Etc.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadways of the alleys between W. 96th Street, W. 97th Street, S. Parnell Avenue and S. Wallace Street; also that part of the east-west alley from a line parallel with and eighteen feet east of the west line of S. Parnell Avenue to the west line of S. Parnell Avenue; also that part of the east-west alley from a line parallel with and eighteen feet west of the east line of S. Wallace Street to the east line of S. Wallace Street.

### *Alleys between W. 51st St., W. 52nd St., S. Austin Av. and S. McVicker Av.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadways of the alleys between W. 51st Street, W. 52nd Street, S. Austin Avenue and S. McVicker Avenue.

### *Alley between W. 53rd St., W. 54th St., S. New England Av. and S. Newland Av., Etc.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadway of the alley between W. 53rd Street, W. 54th Street, S. New England Avenue and S. Newland Avenue; also that part of the north-south alley from a line parallel with and eighteen feet south of the north line of W. 54th Street to the north line of W. 54th Street; also that part of the north-south alley from a line parallel with and eighteen feet north of the south line of W. 53rd Street to the south line of W. 53rd Street.

### *Alley between W. 59th St., North Right of Way Line of Indiana Harbor Belt RR., S. Monitor Av. and S. Mayfield Av., Etc.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manhole and new concrete catchbasin complete, and for grading, paving and otherwise improving a fifteen foot four inch roadway in the north-south alley from the south line of the east-west alley to the north right of way line of the Indiana Harbor Belt Railroad; also the east-west alley from the east line of S. Mayfield Avenue to the west line of S. Monitor Avenue between W. 59th Street, the north right of way line of the Indiana Harbor Belt Railroad, S. Monitor Avenue and S. Mayfield Avenue; also that part of the east-west alley from a line parallel with and eighteen feet east of the west line of S. Monitor Avenue to the west line of S. Monitor Avenue.

### *Alleys between W. 58th St., W. 59th St., S. Mayfield Av. and S. Mason Av.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadways of the alleys between W. 58th Street, W. 59th Street, S. Mayfield Avenue and S. Mason Avenue.

### *Alleys between W. 54th St., W. Archer Av., S. Oak Park Av. and S. Newcastle Av.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadways of the alleys between W. 54th Street, W. Archer Avenue, S. Oak Park Avenue and S. Newcastle Avenue.

### *Alleys between W. Wolfram St., W. Diversey Av., N. Sayre Av. and N. Nordica Av.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete catchbasins complete, and for grading, paving and otherwise improving the roadways of the alleys between W. Wolfram Street, W. Diversey Avenue, N. Sayre Avenue and N. Nordica Avenue.

### *Alleys between W. Forest Preserve Av., W. Addison St., N. Ottawa Av. and N. Overhill Av.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing tile pipe sewers with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadways of the alleys between W. Forest Preserve Avenue, W. Addison Street, N. Ottawa Avenue and N. Overhill Avenue.

### *Alleys between W. School St., W. Belmont Av., N. Narragansett Av. and N. Nagle Av.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadways of the alleys between W. School Street, W. Belmont Avenue, N. Narragansett Avenue and N. Nagle Avenue.

### *Alleys between N. Indian Road, W. Huntington St., N. Moody Av. and N. Melvina Av.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadways of the alleys between N. Indian Road, W. Huntington Street, N. Moody Avenue and N. Melvina Avenue.

### *Alley between W. Balmoral Av., W. Berwyn Av., N. Osceola Av. and N. Olcott Av.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadway of the alley between W. Balmoral Avenue, W. Berwyn Avenue, N. Osceola Avenue and N. Olcott Avenue.

### *Alley between W. Balmoral, W. Berwyn, N. Moody and N. Melvina Aves., Etc.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasin complete, and for grading, paving and otherwise improving the roadway of the alley between W. Balmoral, W. Berwyn, N. Moody and N. Melvina Avenues; also that part of the alley from a line parallel with and eighteen feet south of the north line of W. Berwyn Avenue to the north line of W. Berwyn Avenue.

### *Alleys between W. Warwick, W. Waveland, N. Mobile and N. Narragansett Aves.—Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manhole and new concrete catchbasin complete, and for grading, paving and otherwise improving the roadways of the alleys between W. Warwick, W. Waveland, N. Mobile and N. Narragansett Avenues.

### *Improvement of S. Aberdeen St.*

An ordinance for grading, paving and improving S. Aberdeen Street from the south line of W. 93rd Street to the north line of W. 94th Street.

### *Improvement of E. 92nd Pl.*

An ordinance for grading, paving and improving E. 92nd Place from the west line of S. St. Lawrence Avenue to the easterly right of way line of the C. & W. I. RR.; a distance of approximately two hundred eighty-five feet as measured along the center line.

### *Improvement of E. 88th Pl.*

An ordinance for grading, paving and improving E. 88th Place from the west line of S. Kenwood Avenue to the easterly right of way line of the N. Y. C. & St. L. RR.

### *Improvement of S. Union Av. System.*

An ordinance for grading, paving and improving a system of streets as follows:

S. UNION AVENUE SYSTEM:

| | |
|---|---|
| S. UNION AVENUE | from the south line of W. 99th Street to the north line of W. 101st Street; |
| W. 100TH STREET | from the west line of S. Lowe Avenue to the east line of S. Union Avenue. |

### *Improvement of N. McVicker Av. System.*

An ordinance for grading, paving and improving a system of streets as follows:

N. MCVICKER AVENUE SYSTEM:

| | |
|---|---|
| N. MCVICKER AVENUE | from the south line of W. Balmoral Avenue to the north line of W. Foster Avenue; |
| N. MEADE AVENUE | from a line parallel with and 196′ north of the north line of W. Balmoral Avenue to the north line of W. Foster Avenue; |
| W. BALMORAL AVENUE | from a line parallel with and 292′ east of the east line of N. Meade Avenue to the east line of N. Moody Avenue; |
| W. BERWYN AVENUE | from the west line of N. Austin Avenue to the east line of N. Moody Avenue. |

### *Improvement of S. Linder Av. System.*

An ordinance for grading, paving and improving a system of streets as follows:

S. LINDER AVENUE SYSTEM:

| | |
|---|---|
| S. LINDER AVENUE | from the south line of W. 51st Street to a line parallel with and seven hundred twelve feet south of the south line of W. 52nd Street; |
| S. LOTUS AVENUE | from the south line of W. 51st Street to a line parallel with and six hundred fifty feet south of the south line of W. 52nd Street; |
| S. LUNA AVENUE | from the south line of W. 51st Street to a line parallel with and seven hundred seventy-six feet south of the south line of W. 52nd Street; |
| W. 51ST STREET | from the east line of S. Long Avenue to the east line of S. Central Avenue; |
| W. 52ND STREET | from the west line of S. Long Avenue to the east line of S. Central Avenue. |

### *Improvement of N. Oleander Av.*

An ordinance for grading, paving and improving N. Oleander Avenue from a line parallel with and six feet north of the south line of W. Belmont Avenue to the north line of W. Barry Avenue.

### *Alley between W. Farwell, W. Pratt, N. Ridge and N. Seeley Aves., Etc.—Grading, Paving and Improving.*

An ordinance for grading, paving and otherwise improving the roadway of the alley between W. Farwell, W. Pratt, N. Ridge and N. Seeley Avenues; also that part of the north-south alley from a line parallel with and eighteen feet south of the north line of W. Pratt Avenue to the north line of W. Pratt Avenue.

## COMMITTEE ON LOCAL TRANSPORTATION.

### Ordinances Repealed for Establishment of Certain Taxicab Stands.

The Committee on Local Transportation to which had been referred (on February 25, 1970) six proposed ordinances to *repeal* ordinances previously passed for the establishment of taxicab stands, submitted reports recommending that the City Council pass six proposed repealing ordinances (transmitted therewith).

On separate motions made by Alderman Marzullo *each* of the said proposed *repealing* ordinances was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Lupo, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—36.

*Nays*—None.

The following is a summary of the six repealing ordinances as passed:

*Repeal of Ordinance for Establishment of Taxicab Stand No. 330.*

An ordinance to *Repeal* the ordinance passed by the City Council on November 30, 1953 as is noted on page 6132 of the Journal of the Proceedings of said date, for the establishment of Taxicab Stand No. 330 on W. 33rd Street, along the south curb, from a point 50 feet west of the west building line of S. State Street and extending 65 feet west thereof, 3 vehicles.

*Repeal of Ordinance for Establishment of Taxicab Stand No. 296.*

An ordinance to *Repeal* the ordinance passed by the City Council on May 13, 1959 as is noted on pages 279-281 of the Journal of the Proceedings of said date, for the establishment of Taxicab Stand No. 296 on E. 54th Street, along the north curb, from a point 20 feet west of the west building line of S. Lake Park Avenue, extending 100 feet west thereof, 4 vehicles.

*Repeal of Ordinance for Establishment of Taxicab Stand No. 213.*

An ordinance to *Repeal* the ordinance passed by the City Council on March 4, 1958, as is noted on page 7332 of the Journal of the Proceedings of said date, for the establishment of Taxicab Stand No. 213 on the east side of S. Front Avenue from a point 20 feet north of the building line of E. 115th Street to a point 20 feet north thereof, 1 vehicle.

*Repeal of Ordinance for Establishment of Taxicab Stand No. 413.*

An ordinance to *Repeal* the ordinance passed by the City Council on March 25, 1964, as is noted on page 2436 of the Journal of the Proceedings of said date, for the establishment of Taxicab Stand No. 413 on E. 61st Street, along the north curb, from a point 20 feet east of the east line of S. Rhodes Avenue, to a point 80 feet east thereof, 4 vehicles.

*Repeal of Ordinance for Establishment of Taxicab Stand No. 347.*

An ordinance to *Repeal* the ordinance passed by the City Council on April 24, 1957, as is noted on page 4907 of the Journal of the Proceedings of said date, for the establishment of Taxicab Stand No. 347 on W. 63rd Street, along the south curb, from a point 104 feet east of the east lot line of S. Lowe Avenue to a point 67 feet east thereof, 3 vehicles.

*Repeal of Ordinance for Establishment of Taxicab Stand No. 257.*

An ordinance to *Repeal* the ordinance passed by the City Council on May 13, 1959, as is noted on pages 279-281 of the Journal of the Proceedings of said date, for the establishment of Taxicab Stand No. 257 on W. Berwyn Avenue, along the north curb, from a point 30 feet east of the east building line of N. Sheridan Road, to a point 100 feet east thereof, 5 vehicles.

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### Taxicab Stand No. 121 Abolished.

The Committee on Local Transportation submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (which was referred to the committee on February 25, 1970):

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That Section 2138 of the Revised Chicago Code of 1931 establishing stands at sundry locations be and the same is hereby amended by striking out therefrom the following:

STAND NO. 121 On S. Lake Park Avenue, along the west curb, from a point 20 feet north of the north building line of E. 47th Street, extending 80 feet north thereof, 4 vehicles; and said taxicab stand No. 121 is hereby abolished.

SECTION 2. This ordinance shall be full force and effect from and after its passage and due publication.

On motion of Alderman Marzullo the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Lupo, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—36.

*Nays*—None.

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## COMMITTEE ON PLANNING AND HOUSING.

### Authorization for Filing of Application with Department of Housing and Urban Development for Neighborhood Development Program, as Amended.

The Committee on Planning and Housing submitted the following report:

CHICAGO, March 24, 1970.

*To the President and Members of the City Council:*

Your Committee on Planning and Housing, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Richard J. Daley, Mayor (referred on February 25, 1970) to authorize the filing of an application on behalf of the City of Chicago with the Department of Housing and Urban Development for the Neighborhood Development Program, as approved by the Department of Urban Renewal by Resolution No. 70-DUR-18, adopted on February 11, 1970, a certified copy of which is attached to the ordinance, begs leave to recommend that Your Honorable Body pass the said proposed ordinance, which is transmitted herewith, as amended by Your Committee.

This recommendation was concurred in by 7 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) PAUL T. WIGODA,
*Vice-Chairman.*

On motion of Alderman Wigoda the proposed ordinance transmitted with the foregoing committee report was *Passed*, by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Lupo, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—36.

*Nays*—None.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost*.

The following is said ordinance as passed:

ORDINANCE

Authorizing the Filing of an Application for the Neighborhood Development Program.

WHEREAS, The Department of Urban Renewal of the City of Chicago has prepared an application for Federal financial assistance under the Neighborhood Development Program and has presented the same to this Body for authorization and approval of the same; and

WHEREAS, It is necessary and in the public interest that the City of Chicago avail itself of the financial assistance provided by Title I of the Housing Act of 1949, as amended, to carry out a Neighborhood Development Program in the Urban Renewal Areas described on Annex No. 1, hereinafter referred to as the "Program"; and

WHEREAS, It is recognized that the Federal Contract for such financial assistance pursuant to said Title I will impose certain obligations and responsibilities upon the City of Chicago, and will require, among other things (1) the provision of local grants-in-aid; (2) a feasible method for the relocation of individuals and families displaced from the urban renewal area or areas comprising the Neighborhood Development Program; and (3) other local obligations and responsibilities in connection with the undertaking and carrying out of the Neighborhood Development Program; and

WHEREAS, Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color or national origin under any program or activity receiving Federal financial assistance and Executive Order 11063 prohibits discrimination on basis of race, color, creed or national origin in the sale, lease or other disposition of residential property (including land not for residential use) or in the use or occupancy thereof; and

WHEREAS, The objectives of portions of the Neighborhood Development Program cannot be achieved through more extensive rehabilitation of designated Slum and Blight areas and Urban Renewal Areas comprising the Neighborhood Development Program; and

WHEREAS, Certain areas in the Neighborhood Development Program extend into presently designated Code Enforcement Areas and it is the desire of this Body to eleminate any overlapping of said programs; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the United States of America and the Secretary of Housing and Urban Development be and they hereby are assured of full compliance by the City of Chicago with regulations of the Department of Housing and Urban Development effectuating Title VI of the Civil Rights Act of 1964, and applicable Executive Orders.

SECTION 2. That an application on behalf of the City of Chicago for a loan under Section 102(a) of said Title I not to exceed $35,000.000, and for a project capital grant, a relocation grant and a Federal grant for the making of rehabilitation grants to the full amount available for undertaking and financing the first increment of each program is hereby approved; and

SECTION 3. That the Mayor of the City of Chicago is hereby authorized and directed to execute and to file such application with the Department of Housing and Urban Development to provide such additional information and to furnish such documents as may be required in behalf of said Department and to act as the authorized correspondent of the City of Chicago.

SECTION 4. This ordinance shall take effect and be in force from and after its passage.

Annex No. 1 to Ordinance Authorizing the Filing of Neighborhood Development Program Application.

The Neighborhood Development Program Areas included in the Neighborhood Development Program Application of the City of Chicago are defined by the following descriptions:

*Lakeview:* An area generally bounded by Belmont Avenue on the North; Broadway on the East; Diversey Avenue on the South, and Racine Avenue on the West.

*Lincoln Park:* An area generally bounded by Wrightwood Avenue and Diversey Parkway on the North; Lakeview Avenue, Lincoln Park West and Clark Street on the East; North Avenue on the South; Sheffield Avenue, Clybourn Avenue, the Milwaukee, St. Paul Railroad on the West, and Halsted Street on the West.

*East Humboldt Park-Near Northwest:* An area generally bounded by Fullerton Avenue on the North; the Kennedy Expressway on the East; the Chicago & North Western Railroad and Grand Avenue on the South, and California Avenue on the West.

*Clybourn-Ogden:* An area generally bounded by North Avenue on the North; Ogden Avenue on the East; Division Street on the South, and the North branch of the Chicago River on the West.

*Chicago-Orleans:* An area generally bounded by Division Street on the North; LaSalle Street on the East; Chicago Avenue on the South, and Sedgwick Street on the West.

*Ohio-Central:* An area generally bounded by Huron Street on the North; Central Avenue on the East; Lake Street on the South, and Waller Avenue on the West.

*Madison-Kedzie:* An area generally bounded by Warren Avenue on the North; Kedzie Avenue on the East; Jackson Boulevard and the alley South of Madison Street on the South, and Spaulding and Homan Avenues on the West.

*Central-West:* An area generally bounded by Madison Street on the North; Racine Avenue on the East; the Eisenhower Expressway on the South, and Western and Campbell Avenues on the West.

*Roosevelt-Halsted:* An area generally bounded by Roosevelt Road on the North; the Dan Ryan Expressway on the East; the Baltimore and Ohio Railroad on the South, and Blue Island Avenue on the West.

*24th-Bell:* An area generally bounded by 24th Street on the north; Leavitt Street on the East; Coulter Street on the South, and Bell Avenue on the West.

*35th-Parnell:* An area generally bounded by Parnell Avenue on the East; 35th Street on the South; Lowe Avenue on the West; and an irregular line North of 35th Street on the North.

*33rd-Michigan:* An area generally bounded by 31st Street on the North; Dr. Martin Luther King, Jr., Drive on the East; 35th Street on the South, and South Michigan Avenue on the West.

*45th-Ashland:* An area generally bounded by 45th Street on the North; Loomis and Bishop Streets on the East; 47th Street on the South, and Ashland Avenue and the alley West of Ashland Avenue on the West.

*Hyde Park-Kenwood:* An area generally bounded by 47th Street on the North; the Illinois Central Right-of-Way, South Shore Drive, and Stony Island Avenue on the East; 59th Street on the South, and Cottage Grove Avenue on the West.

*Englewood:* An area generally bounded by Garfield Boulevard on the North; State Street on the East; 75th Street on the South, and Ashland Avenue on the West.

*Woodlawn:* An area generally bounded by 60th Street on the North; Stony Island Avenue on the East; 67th Street on the South; and the alley directly East of Champlain Avenue and the alley East of Evans Avenue on the West.

*67th-Stony Island Avenue:* An area generally bounded by 67th Street and 69th Street on the North; the alley East of Stony Island Avenue, the alley East of East End Avenue and Cornell Avenue on the East; 70th Street, 71st and 68th Streets on the South, and the alley West on Stony Island Avenue and Blackstone Avenue on the West.

*69th-South Chicago:* An area generally bounded by 69th Street on the North; Cottage Grove Avenue on the East, and South Chicago Avenue on the South and West.

*79th-Racine:* An alley generally bounded by 78th Street and the alley North of 79th Street on the North; the alley East of Halsted Street and Emerald Avenue on the East; the alley South of 79th Street and 80th Street on the South, and the alley West of Ashland Avenue and Marshfield Avenue on the West.

*87th-Mackinaw:* 87th and 89th Streets on the North; Mackinaw Avenue and Avenue "O" on the East; Harbor Avenue on the South, and the Baltimore and Ohio Railroad Right-of-Way on the West.

*73rd-Dobson:* An area generally bounded by 72nd Street on the North; University Avenue and the alley West of University Avenue on the East; 73rd Street on the South, and Dobson Avenue on the West.

*Uptown:* An area generally bounded by Argyle Street on the North; Marine Drive on the East, Montrose Avenue on the South, and Clark Street on the West.

*Lawndale:* An area generally bounded by the Eisenhower Expressway on the North; Cermak Road on the South; Western and Oakley Avenues on the East, and Cicero Avenue and Kenton Street on the West.

*Grand Boulevard:* An area generally bounded by Pershing Road on the North; Lake Michigan and Cottage Grove Avenue on the East; Federal Street on the West and 47th and 51st Streets on the South.

*North-Sheffield:* An area generally bounded by W. Cortland Avenue on the North; Clybourn and Sheffield on the East; W. North and Blackhawk on the South; and N. Elston and the J. F. Kennedy Expressway on the West.

*Evergreen-Sedgwick:* An area generally bounded by N. Cleveland on the West; W. Goethe and W. Scott on the South; North Sedgwick on the East, and West Evergreen and West Schiller on the North.

*Roosevelt-Ashland:* An area generally bounded by W. Roosevelt Road on the North; South Racine on the East; the first alley South of Roosevelt Road and West 14th Place on the South, and South Ashland Avenue on the West.

*Pilsen:* An area generally bounded by W. 16th Street on the North; the South Branch of the Chicago River on the East and South, and South Ashland Avenue on the West.

*35th-Wentworth:* An area generally bounded by W. 35th Street on the North; S. Wentworth Avenue on the East; West 37th Street on the South, and South Princeton Avenue on the West.

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### *Action Deferred*—ON PROPOSED ORDINANCE TO APPROVE DETERMINATION OF DEPARTMENT OF URBAN RENEWAL TO ACQUIRE LAND DESIGNATED AS SLUM AND BLIGHTED AREA PROJECT 45TH-ASHLAND.

The Committee on Planning and Housing submitted the following report, which was, on motion of Alderman Wigoda, *Deferred* and ordered published:

CHICAGO, March 24, 1970.

*To the President and Members of the City Council:*

Your Committee on Planning and Housing, having had under consideration, a proposed ordinance transmitted with a communication signed by Honorable Richard J. Daley, Mayor (referred on February 25, 1970) to approve the determination of the Department of Urban Renewal to acquire the land designated therein as Slum and Blighted Area Project 45th-Ashland, as approved by the Department by Resolution No. 70-DUR-24, adopted on February 11, 1970, a certified copy of which is attached to the ordinance, begs leave to recommend that Your Honorable Body pass the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 7 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) PAUL T. WIGODA,
*Vice-Chairman.*

The proposed ordinance transmitted with the foregoing committee report reads as follows:

ORDINANCE

Approving the Determination of the Department of Urban Renewal that the area known as 45th-Ashland is Slum and Blighted and should be Acquired for Redevelopment.

*Whereas,* The Urban Renewal Consolidation Act of 1961, Illinois Revised Statutes, 1969, Chapter 67½, Section 91.101 et seq., hereinafter referred to as the "Act" authorizes a Department of Urban Renewal, hereinafter referred to as the "Department" with Federal, State and City grant funds, to provide for the eradication and redevelopment of slum and blighted areas; and

*Whereas,* The Department has made a study of a tract of land on the South side of the City of Chicago, said area being hereinafter more fully described and found that the area is a Slum and Blighted Area of not less in the aggregate than two (2) acres where buildings or improvements, by reason of dilapidation, obsolescence, overcrowding, faulty arrangement or design, lack of ventilation, light and sanitary facilities, excessive land coverage, deleterious land use or layout, or any combination of these factors, are detrimental to the public safety, health, morals or welfare; and

*Whereas,* Redevelopment of said area will be in accordance with the redevelopment plan or plans to be approved by the Department and the City Council of the City of Chicago, and in accordance with the Neighborhood Development Program; and

*Whereas,* Section 91.111 of the Act provides that whenever a Department determines that a particular slum or blighted area, as defined in said Act, should be acquired pursuant to the provisions of said Act, such determination shall be evidenced by a resolution adopted by the Department, and a certified copy thereof shall be delivered to the governing body of the municipality in which the area is situated; and

*Whereas,* The Department has by Resolution No. 70-DUR-24, adopted February 11, 1970, a certified copy of which has been delivered to the City Council of the City of Chicago, determined that said area should be acquired pursuant to the provisions of the act, and has designated said area as Slum and Blighted Area Redevelopment Project 45th-Ashland; and

*Whereas,* The Department desires to obtain the approval by the City Council of its determination to acquire the aforesaid area in accordance with the provisions of the Act, and the City Council desires to give such approval, all to the end that the eradication and redevelopment of slum and blighted areas may proceed; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

*Section 1.* Having been advised that the Department of Urban Renewal found that the area hereinafter referred to in Section 2 of this Ordinance as Slum and Blighted Area Redevelopment Project 45th-Ashland is a Slum and Blighted Area and has determined that said area should be acquired pursuant to the provisions of the Urban Renewal Consolidation Act of 1961, such determination having been evidenced by a Resolution adopted by said Department, a certified copy of which has been delivered to the City Council, and the City Council having been advised by the Department of Urban Renewal that it desires to acquire said area for slum clearance and redevelopment, the City Council hereby approves said determination of the Department of Urban Renewal to acquire the area herein designated as Slum and Blighted Area Redevelopment Project 45th-Ashland for slum clearance and redevelopment in accordance with the provisions of the Act.

*Section 2.* The area to be acquired by the Department of Urban Renewal, pursuant to the approval of the City Council hereinabove conferred in Section 1 of this Ordinance has been designated as Slum and Blighted Area Redevelopment Project 45th-Ashland, and is described as follows:

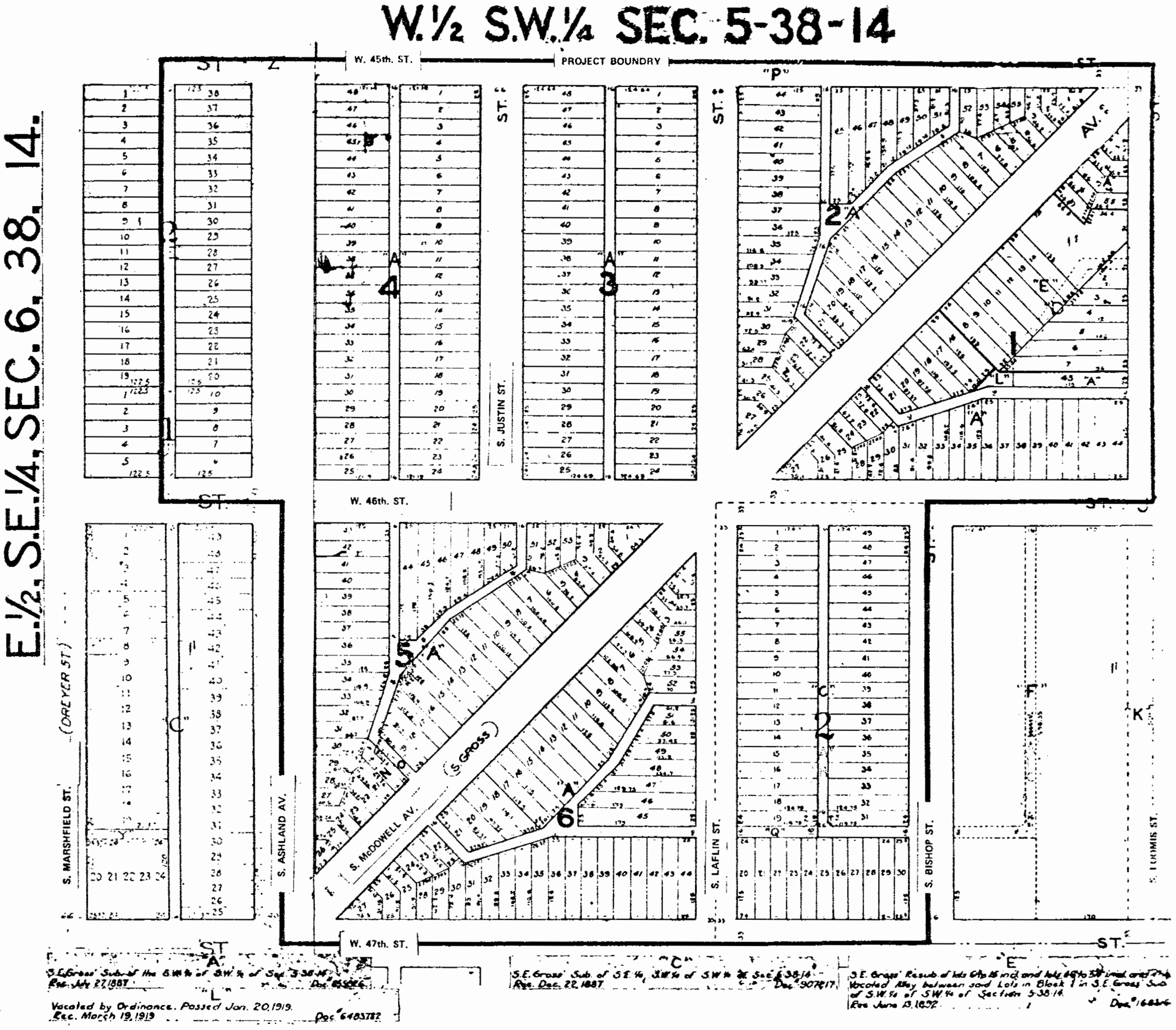
A tract of land located in the Southwest ¼ and West ½ of Section 5 and Southeast ¼ of East ½ of Section 6, Township 38 North, Range 14, East of the Third Principal Meridian in the City of Chicago, County of Cook, State of Illinois, and described as follows:

Beginning at the intersection of the Center line of South Loomis Street and the Center line of West 45th Street; thence South along the Center line of South Loomis to its intersection with the Center line of West 46th Street; thence West along the Center line of West 46th Street to its intersection with the Center line of South Bishop Street; thence South along the Center line of South Bishop Street to its intersection with the Center line of West 47th Street; thence West along the Center line of West 47th Street to its intersection with the Center line of South Ashland Avenue; thence North along the Center line of South Ashland Avenue to its intersection with the Center line of West 46th Street; thence West along the Center line of West 46th Street to its intersection with the West line of the North-South alley next West of South Ashland Avenue; thence North along the West line of the said North-South alley to its intersection with the Center line of West 45th Street; thence East along the Center line of West 45th Street to the point of beginning;

all as shown on the map attached hereto and made a part hereof.

*Section 3.* This ordinance shall be effective upon its passage.

[Map attached to this ordinance printed on page 8299 of this Journal]

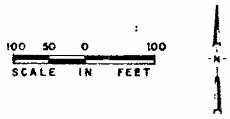

W.½ S.W.¼ SEC. 5-38-14
E.½ S.E.¼ SEC. 6, 38, 14.
W. 45th. ST.
PROJECT BOUNDARY
W. 46th. ST.
W. 47th. ST.
S. MARSHFIELD ST.
(DREYER ST.)
S. ASHLAND AV.
S. JUSTIN ST.
S. McDOWELL AV.
(S. GROSS)
S. LAFLIN ST.
S. BISHOP ST.
S. LOOMIS ST.
AV.
"P"
"A"
"C"
"E"
"F"
"K"
"L"
"N"
"Q"
1
2
3
4
5
6
S.E. Gross' Sub. of the S.W.¼ of S.W.¼ of Sec. 5-38-14
Rec. July 27, 1887 Doc. 855826
Vacated by Ordinance. Passed Jan. 20, 1919.
Rec. March 19, 1919 Doc. 6483782
S.E. Gross' Sub. of S.E.¼, S.W.¼ of S.W.¼ of Sec. 5-38-14
Rec. Dec. 22, 1887 Doc. 907817
S.E. Gross' Resub. of lots 6 to 16 incl. and lots 46 to 58 incl. and the Vacated Alley between said Lots in Block 1 in S.E. Gross' Sub. of S.W.¼ of S.W.¼ of Section 5-38-14.
Rec. June 13, 1892 Doc. 1668

# BOUNDARY MAP
# 45th-ASHLAND

DEPARTMENT OF URBAN RENEWAL
CITY OF CHICAGO
SEPTEMBER, 1969

CITY OF CHICAGO
RICHARD J. DALEY, Mayor

DEPARTMENT OF URBAN RENEWAL
LEWIS W. HILL, Commissioner
320 N. Clark Street
Chicago, Illinois 60610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### *Action Deferred*—ON PROPOSED ORDINANCE TO APPROVE REDEVELOPMENT PLAN AND FEASIBILITY OF RELOCATION FOR NEIGHBORHOOD DEVELOPMENT PROJECT 45TH-ASHLAND.

The Committee on Planning and Housing submitted the following report, which was, on motion of Alderman Wigoda, *Deferred* and ordered published:

CHICAGO, March 24, 1970.

*To the President and Members of the City Council:*

Your Committee on Planning and Housing, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Richard J. Daley, Mayor (referred on February 25, 1970) to approve Redevelopment Plan and Feasibility of Relocation for Neighborhood Development Project 45th-Ashland, which Redevelopment Plan was approved by the Department of Urban Renewal by Resolution No. 70-DUR-25, adopted on February 11, 1970, a certified copy of which is attached to the ordinance; and for a determination that Federal financial assistance is necessary to enable the Project to be undertaken in accordance with the Redevelopment Plan and the Neighborhood Development Program, begs leave to recommend that Your Honorable Body pass the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 7 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) PAUL T. WIGODA,
*Vice-Chairman.*

The proposed ordinance transmitted with the foregoing committee report reads as follows:

ORDINANCE

Approving the Redevelopment Plan and Feasibility of Relocation for Project 45th-Ashland.

*Whereas,* Under the provisions of Title I of the Housing Act of 1949, as amended, the Department of Housing and Urban Development is authorized to provide financial assistance to Local Public Agencies for undertaking and carrying out urban renewal Neighborhood Development Program projects; and

*Whereas,* It is provided in such Act that contracts for financial aid thereunder require that a Redevelopment Plan for the respective project area be approved by the governing body of the locality in which the project is situated and that such approval include findings by the governing body that; (1) the financial aid to be provided in the contract is necessary to enable the project to be undertaken in accordance with the Redevelopment Plan; (2) the Redevelopment Plan will afford maximum opportunity, consistent with the sound needs of the locality as a whole, for the rehabilitation or redevelopment of the urban renewal area by private enterprise; (3) the Redevelopment Plan conforms to a general plan for the development of the locality as a whole; and (4) the Redevelopment Plan gives due consideration to the provision of adequate park and recreational areas and facilities, as may be desirable for neighborhood improvements, with special consideration for the health, safety, and welfare of children residing in the general vicinity of the site covered by the Plan; and

*Whereas,* It is desirable and in public interest that the City of Chicago (herein called the "Local Public Agency") undertake and carry out the Redevelopment Project (herein called the "Project") identified as Project 45th-Ashland, and legally described as:

A tract of land located in the Southwest ¼ and West ½ of Section 5 and Southeast ¼ of East ½ of Section 6, Township 38 North, Range 14, East of the Third Principal Meridian in the City of Chicago, County of Cook, State of Illinois, and described as follows:

Beginning at the intersection of the Center line of South Loomis Street and the Center line of West 45th Street; thence South along the Center line of South Loomis to its intersection with the Center line of West 46th Street; thence West along the Center line of West 46th Street to its intersection with the Center line of South Bishop Street; thence South along the Center line of South Bishop Street to its intersection with the Center line of West 47th Street; thence West along the Center line of West 47th Street to its intersection with the Center line of South Ashland Avenue; thence North along the Center line of South Ashland Avenue to its intersection with the Center line of West 46th Street; thence West along the Center line of West 46th Street to its intersection with the West line of the North-South alley next West of South Ashland Avenue; thence North along the West line of the said North-South alley to its intersection with the Center line of West 45th Street; thence East along the Center line of West 45th Street to the point of beginning.

*Whereas,* The Local Public Agency has applied for financial assistance under such Act and proposes to enter into a contract or contracts with the Department of Housing and Urban Development for the undertaking of, and for making available financial assistant for the Project; and

*Whereas,* The Local Public Agency has made detailed studies of the location, physical condition of structures, land use, environmental influences, and social, cultural, and economic conditions of the Project area and has determined that the area is a Slum and Blighted Area and that it is detrimental and a menace to the safety, health, and welfare of the inhabitants and users thereof, and of the Locality at large, because of the dilapidation, obsolescence and overcrowding of structures in the area, and the members of this Governing Body have been fully apprised and are aware of these facts and conditions; and

*Whereas,* There has been prepared and referred to the City Council of the Locality (herein called the "Governing Body") for review and approval a Redevelopment Plan for the Project area dated February, 1970 and consisting of a narrative description and exhibits; and

*Whereas,* The Project area, which is predominantly residential in character, is to be redeveloped for residential, commercial and light industrial uses under the Redevelopment Plan; and

*Whereas,* The Redevelopment Plan has been approved by the Department of Urban Renewal is evidenced by the copy of said body's duly certified resolution approving the Redevelopment Plan which is attached thereto; and

*Whereas,* A general plan has been prepared and is recognized and used as a guide for general development of the Locality as a whole; and

*Whereas,* The Redevelopment Plan for the Project area prescribes certain land uses for the Project area and will require, among other things, changes in zoning, the vacating and removal of streets, alleys, and other public ways, the establishment of new street patterns, the location and relocation of sewer and water mains and other public facilities, and other public action; and

*Whereas,* The Local Public Agency has prepared and submitted a program for the relocation of individuals and families that may be displaced as a result of carrying out the Project in accordance with the Redevelopment Plan; and

*Whereas,* There has also been presented to the Governing Body information and data respecting the relocation program which has been prepared by the Local Public Agency as a result of studies, surveys and inspections in the Project area and the assembling and analysis of the data and information obtained from such studies, surveys, and inspections; and

*Whereas,* The members of the Governing Body have general knowledge of the conditions prevailing in the Project area and of the availability of proper housing in the Locality for the relocation of individuals and families that may be displaced from the Project area and, in the light of such knowledge of local housing conditions, have carefully considered and reviewed such proposals for relocation; and

*Whereas,* It is necessary that the Governing Body take appropriate official action respecting the relocation program and the Redevelopment Plan for the Project, in conformity with the contract for financial assistance between the Local Public Agency and the United States of America, acting by and through the Department of Housing and Urban Development; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

*Section 1.* That it is hereby found and determined that the Project is a Slum and Blighted area and qualifies as a neligible Project Area under Section 91.101 to 91.136 of Chap. 67½ of the Ill. Rev. Stats. (1967).

*Section 2.* That the Redevelopment Plan for the Project, having been duly reviewed and considered, is hereby approved, and the City Clerk be, and is hereby directed to file said copy of the Redevelopment Plan with the minutes of this meeting.

*Section 3.* That it is hereby found and determined that the objectives of the Redevelopment Plan cannot be achieved through more extensive rehabilitation of the Project Area.

*Section 4.* That it is hereby found and determined that the Redevelopment Plan for the Project Area conforms to the general plan of the Locality.

*Section 5.* That it is hereby found and determined that the financial aid to be provided pursuant to the contract for Federal financial assistance pertaining to the Project is necessary to enable the Project to be undertaken in accordance with the Redevelopment Plan and the Neighborhood Development Program for the Project Area.

*Section 6.* That the redevelopment of the Redevelopment Area for predominantly residential and commercial uses is necessary for the proper development of the community.

*Section 7.* That it is hereby found and determined that the Redevelopment Plan for the Urban Renewal Area will afford maximum opportunity, consistent with the sound needs of the Locality as a whole, for the urban renewal of the Area by private enterprise.

*Section 8.* That it is hereby found and determined that the Redevelopment Plan for the Urban Renewal Area gives due consideration to the provision of adequate park and recreational areas and facilities, as may be desirable for neighborhood improvement, with special consideration for the health, safety, and welfare of children residing in the general vicinity of the site covered by the Plan.

*Section 9.* That it is hereby found and determined that the program for the proper relocation of individuals and families displaced in carrying out the Project in decent, safe, and sanitary dwellings in conformity with acceptable standards is feasible and can be reasonably and timely effected to permit the proper prosecution and completion of the Project; and that such dwellings or dwelling units available or to be made available to such displaced individuals and families are at least equal in number to the number of displaced individuals and families, are not generally less desirable in regards to public utilities and public and commercial facilities than the dwellings of the displaced individuals and families in the Project Area, are available at rents or prices within the financial means of the displaced individuals and families, and are reasonably accessible to their places of employment.

*Section 10.* That, in order to implement and facilitate the effectuation of the Redevelopment Plan hereby approved, it is found and determined that certain official action must be taken by this Body with reference, among other things, to changes in zoning, the vacating and removal of streets, alleys, and other public ways, the establishment of new street patterns, the location and relocation of sewer and water mains and other public facilities, and other public action and, accordingly, this Body hereby (a) pledges its cooperation in helping to carry out the Plan; (b) requests the various officials, departments, boards, and agencies of the locality having administrative responsibilities in the premises likewise to cooperate to such end and to exercise their respective functions and powers in a manner consistent with the Redevelopment Plan; and (c) stands ready to consider and take appropriate action upon proposals and measures designed to effectuate the Plan.

*Section 11.* That financial assistance under the provisions of Title I of the Housing Act of 1949, as amended, is necessary to enable the land in the Project Area to be renewed in accordance with the Redevelopment Plan and the Neighborhood Development Program for the Project Area and, accordingly, the filing by the Local Public Agency of an application or applications for such financial assistance under Title I is hereby approved.

*Section 12.* This ordinance shall be effective upon its passage and approval.

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### *Action Deferred*—ON PROPOSED ORDINANCE TO APPROVE SALE OF CERTAIN LAND IN SLUM AND BLIGHTED AREA REDEVELOPMENT PROJECT 79TH-NORMAL.

The Committee on Planning and Housing submitted the following report, which was, on motion of Alderman Wigoda, *Deferred* and ordered published:

CHICAGO, March 24, 1970.

*To the President and Members of the City Council:*

Your Committee on Planning and Housing, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Richard J. Daley, Mayor (referred on December 16, 1969) to approve the sale of certain land in Slum and Blighted Area Redevelopment Project 79th-Normal, as approved by the Department of Urban Renewal by Resolution No. 69-DUR-149, adopted on November 18, 1969, a certified copy of which is attached to the ordinance, begs leave to recommend that Your Honorable Body pass the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 7 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) PAUL T. WIGODA,
*Vice-Chairman.*

The proposed ordinance transmitted with the foregoing committee report reads as follows:

ORDINANCE
To Approve Sale of Certain Land in
Slum and Blighted Area Redevelopment
Project 79th-Normal.

*Whereas,* The Redevelopment Plan for Slum and Blighted Area Redevelopment Project 79th-Normal and the Land Disposition Plan for said Project, heretofore have been approved by the City Council of the City of Chicago; and

*Whereas,* The Department of Urban Renewal has proceeded in accordance therewith to offer for sale land in the Project for private redevelopment, in accordance with said Redevelopment Plan; and

*Whereas,* The Department proposes to accept an offer to purchase a certain parcel of land, as shown on the map in the Department's file entitled "Disposition Parcel Map, Slum and Blighted Area Project 79th-Normal" and as set forth in Resolution No. 69-DUR-140, adopted by the Department on November 18, 1969, and further has submitted herewith the said proposed sale to the City Council of the City of Chicago for its approval; and

*Whereas,* In the opinion of the Department of Urban Renewal, the offer represents the fair value at which such land should be sold for the uses provided in the Redevelopment Plan for such Project; and

*Whereas,* Section 26 of the Urban Renewal Consolidation Act of 1961 provides that the sale of any real property by a Department of Urban Renewal where required to be for a monetary consideration, except public sales as provided in Section 18, shall be subject to the approval of the governing body of the municipality in which the real property is located; and

*Whereas,* The City Council has considered the said Resolution and the proposed sale of said parcel of land as provided therein, and it is the sense of the City Council that the sale is satisfactory and and should be approved; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

*Section 1.* That the sale proposed by the Department of Urban Renewal of a parcel of land in Slum and Blighted Area Redevelopment Project 79th-Normal is hereby approved as follows:

| *Purchaser* | *Parcel* | *Sq. Ft. Area* | *Sq. Ft. Price* | *Total* |
|---|---|---|---|---|
| Winneconna Park Associates | 2 | 41,704.2 | $.76 | $31,696.19 |

subject to adjustment of the square footage and total price upon an actual survey secured by the Department of Urban Renewal.

*Section 2.* This ordinance shall be effective upon its passage and approval.

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## *Action Deferred*—ON PROPOSED ORDINANCE TO APPROVE SALE OF CERTAIN LAND IN URBAN RENEWAL PROJECT HYDE PARK-KENWOOD.

The Committee on Planning and Housing submitted the following report, which was, on motion of Alderman Wigoda, *Deferred* and ordered published:

CHICAGO, March 24, 1970.

*To the President and Members of the City Council:*

Your Committee on Planning and Housing, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Richard J. Daley, Mayor (referred on February 25, 1970) to approve the sale of certain land in Urban Renewal Project Hyde Park-Kenwood, as approved by the Department of Urban Renewal by Resolution No. 70-DUR-19, adopted on February 11, 1970, a certified copy of which is attached to the ordinance, begs leave to recommend that Your Honorable Body pass the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 7 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) PAUL T. WIGODA,
*Vice-Chairman.*

The proposed ordinance transmitted with the foregoing committee report reads as follows:

ORDINANCE
To Approve Sale of Certain
Land in Urban Renewal
Project Hyde Park-Kenwood.

*Whereas,* The Urban Renewal Plan for Urban Renewal Project Hyde Park-Kenwood heretofore has been approved by the Department of Urban Renewal, and by the City Council of the City of Chicago; and

*Whereas,* The Department proposes to accept an offer to purchase a certain parcel of land, made by the Hyde Park Federal Savings and Loan Association of Chicago as set forth in Resolution No. 70-DUR-19, adopted by the Department on February 11, 1970 and, further, has submitted herewith the said proposed offer to the City Council of the City of Chicago for its approval; and

*Whereas,* Section 26 of the Urban Renewal Consolidation Act of 1961 provides that the sale of any real property by a Department of Urban Renewal, where required to be for a monetary consideration, except public sales as provided in Section 18 of said Act, shall be subject to the approval of the governing body of the municipality in which the real property is located; and

*Whereas,* The City Council has considered the said Resolution and the proposed sale of said parcel of land as provided therein, and it is the sense of the City Council that the sale is satisfactory and should be approved; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

*Section 1.* That the sale proposed by the Department of Urban Renewal of a certain parcel of land in Urban Renewal Project Hyde Park-Kenwood is hereby approved as follows:

| *Purchaser* | *Parcel* | *Sq. Ft.* | *Price Per Sq. Ft.* | *Total* |
|---|---|---|---|---|
| Hyde Park Federal Savings And Loan Association of Chicago | C-13 | 2,715.4 | $2.07 | $5,620.88 |

provided said figures are subject to adjustment upon the actual survey and determination of the square footage of said parcel.

*Section 2.* This ordinance shall be effective upon its passage and approval.

# MATTERS PRESENTED BY THE ALDERMEN

**(Presented by Wards, in Order, Beginning with the Fiftieth Ward).**

**Arranged under the following subheadings:**

1. **Traffic Regulations, Traffic Signs and Traffic-Control Devices.**
2. **Zoning Ordinance Amendments.**
3. **Claims.**
4. **Unclassified Matters (arranged in order according to Ward numbers).**
5. **Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection and Water Rate Exemptions, Etc.**

*Proposed ordinances, orders and resolutions, described below, were presented by the aldermen named, as noted. Except where otherwise noted or indicated hereinbelow, unanimous consent was given to permit action by the City Council on each of said proposed ordinances, orders and resolutions without previous committee consideration, in accordance with the provisions of Council Rule 43.*

## 1. TRAFFIC REGULATIONS, TRAFFIC SIGNS AND TRAFFIC-CONTROL DEVICES.

### *Referred*—Proposed Order for Removal of Parking Meters at Specified Location.

Alderman McCutcheon (43rd Ward) presented a proposed order for the removal of parking meters on E. Division Street between Lake Shore Drive on the east and the driveway of No. 1200 N. Lake Shore Drive on the west; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—Proposed Order for Removal of Parking Meters at No. 2915 N. Milwaukee Av. and for Establishment of Loading Zone.

Alderman Brandt (33rd Ward) presented a proposed order for the removal of two parking meters in front of the premises at No. 2915 N. Milwaukee Avenue and to establish a loading zone in lieu thereof; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—Proposed Ordinance to Increase Parking-Meter Fees for Vehicles on Portion of E. Lake Shore Dr.

Alderman Cullerton (38th Ward) presented a proposed ordinance to amend the ordinance fixing a fee of ten cents for each half-hour of time limitation established in the parking-meter zones on both sides of E. Lake Shore Drive between N. Michigan Avenue and the north-south routing of Lake Shore Drive by striking therefrom the words "ten cents" and inserting in lieu thereof "twenty-five cents"; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—Proposed Ordinances to Prohibit at All Times Parking of Vehicles at Specified Locations.

The aldermen named below presented proposed ordinances to prohibit at all times the parking of vehicles at the locations designated, for the distances specified, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Location and Distance* |
|---|---|
| Staszcuk (13th Ward) | S. Western Avenue (west side) between W. 76th and W. 77th Streets |
| Kuta (23rd Ward) | S. Pulaski Road (west side) between W. 54th and W. 55th Streets (trucks only) |
| Sain (27th Ward) | W. Adams Street (south side) between a point 81 feet west of S. Morgan Street and a point 119 feet west thereof |
| | W. Carroll Avenue (north side) between a point 50 feet west of N. Loomis Street and a point 105 feet west thereof |
| | N. Justine Street (east side) between W. Fulton Street and a point 110 feet south thereof |
| Biggs (29th Ward) | S. Pulaski Road, at No. 1522 |
| | W. Roosevelt Road, at No. 4134 |
| Laskowski (35th Ward) | N. Cicero Avenue, at No. 3100 |
| | N. Kostner Avenue (both sides) between W. Diversey Avenue and the first alleys north and south thereof |

| *Alderman* | *Location and Distance* |
|---|---|
| Laurino<br>(39th Ward | N. Karlov Avenue (west side) between N. Kedvale Avenue and a point 70 feet north thereof<br>N. Kedvale Avenue (east side) between N. Kennicott Avenue and a point 60 feet north thereof |
| Scholl<br>(41st Ward)<br>and<br>Fifielski<br>(45th Ward) | N. Central Avenue (both sides) between N. Milwaukee Avenue and the Chicago and North Western Railway right of way south thereof<br>W. Foster Avenue (both sides) between N. Milwaukee Avenue and the Chicago and North Western Railway right of way west thereof |
| Singer<br>(44th Ward) | W. St. James Place (south side) between N. Lakeview Avenue and a point 260 feet west thereof<br>N. Halsted Street, at No. 2925 —30 feet |
| Fifielski<br>(45th Ward) | N. Northwest Highway (both sides) between W. Foster and N. Central Avenues<br>W. Argyle Street (south side) between a point 324 feet west of N. Lockwood Avenue and a point 55 feet west thereof. |

### *Referred*—PROPOSED ORDINANCE TO DISCONTINUE PROHIBITION AGAINST PARKING OF VEHICLES AT ALL TIMES AT NO. 6332 S. MARYLAND AV.

Alderman Despres (5th Ward) presented a proposed ordinance to discontinue the prohibition against the parking of vehicles at all times at No. 6332 S. Maryland Avenue; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—PROPOSED ORDINANCE TO DECREASE AREA OF PARKING PROHIBITION AT ALL TIMES ON PORTION OF N. HERMITAGE AV.

Alderman Brandt (for Alderman Gabinski, 32nd Ward) presented a proposed ordinance to decrease the area for the prohibition of the parking of vehicles at all times on the east side of N. Hermitage Avenue between W. Armitage Avenue and a point 140 feet south thereof (instead of both sides of N. Hermitage Avenue between W. Armitage Avenue and a point 140 feet south thereof), which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—PROPOSED ORDINANCE TO CHANGE AREA OF PARKING PROHIBITION AT ALL TIMES AT NO. 5454 N. WOLCOTT AV.

Alderman Sperling (50th Ward) presented a proposed ordinance to change the area for the prohibition of the parking of vehicles at all times at No. 5454 N. Wolcott Avenue for a distance of 40 feet (instead of 30 feet); which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—PROPOSED ORDINANCES TO PROHIBIT PARKING OF VEHICLES DURING SPECIFIED HOURS AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit the parking of vehicles, during the hours designated, at the locations specified, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Location, Distance and Time* |
|---|---|
| Cousins<br>(8th Ward) | S. Dorchester Avenue, at No. 7445—45 feet—11:00 A.M. to 5:00 P.M. (except on Tuesdays through Sundays) |
| Kuta<br>(23rd Ward) | S. Pulaski Road (both sides) between W. 31st and W. 32nd Streets — 7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M. |
| Brandt<br>(33rd Ward) | N. Kimball Avenue (east side) between W. Belmont Avenue and a point 200 feet north thereof — 7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M.<br>W. Belmont Avenue (south side) between N. Elston Avenue and a point 200 feet west thereof—7:00 A.M. to 9:00 A.M. (except on Saturdays, Sundays and holidays)<br>N. California Avenue (east side) between N. Elston Avenue and a point 200 feet south thereof —4:00 P.M. to 6:00 P.M. (except on Saturdays, Sundays and holidays) |
| Sperling<br>(50th Ward) | N. California Avenue, at No. 6335 —8:30 A.M. to 2:30 P.M. (except on Saturdays, Sundays and holidays). |

### *Referred*—PROPOSED ORDINANCES TO LIMIT AT ALL TIMES PARKING OF VEHICLES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to limit at all times the parking of vehicles at the locations designated, to the periods specified, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Location, Distance and Time* |
|---|---|
| Bohling<br>(7th Ward) | S. Stony Island Avenue, at No. 7229—one hour |
| Marzullo<br>(25th Ward) | S. Western Avenue, at Nos. 2415-2421—fifteen minutes. |

### *Referred*—PROPOSED ORDINANCE TO DISCONTINUE LIMITATION ON PARKING OF VEHICLES ON PORTION OF W. LAKE ST.

Alderman Casey (37th Ward) presented a proposed ordinance to discontinue the limitation on parking of vehicles for one hour on W. Lake Street (north side) between N. Central and N. Pine Avenues; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—Proposed Ordinances to Limit Parking of Vehicles during Specified Hours at Specified Locations.

Alderman Scholl (41st Ward) presented two proposed ordinances to limit the parking of vehicles to the periods specified, during the hours designated, at the locations specified, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

N. Neva Avenue (east side) between W. Higgins Road and the first alley south thereof—one hour —8:00 A.M. to 6:00 P.M.

W. Haft Street (north side) between N. Milwaukee and N. Nagle Avenues—one hour—8:00 A.M. to 4:00 P.M.

### *Referred*—Proposed Ordinance to Permit Diagonal Parking of Vehicles on Portion of N. Normandy Av.

Alderman Jambrone (for Alderman Aiello, 36th Ward) presented a proposed ordinance to permit diagonal parking of vehicles on the east side of N. Normandy Avenue between W. Fullerton Avenue and the north property line of the premises as No. 2401 N. Normandy Avenue; which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—Proposed Ordinances to Establish Loading Zones at Sundry Locations.

The aldermen named below presented proposed ordinances to establish loading zones at the locations designated, for the distances specified, and for limited periods where so indicated, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Location, Distance and Time* |
|---|---|
| Shannon (17th Ward) | W. 76th Street (south side) between S. Yale Avenue and a point 100 feet east thereof |
| Sain (27th Ward) | W. Randolph Street (south side) between N. Jefferson and N. Clinton Streets |
| Brandt (33rd Ward) | N. Talman Avenue, at Nos. 2800-2834 |
| | N. Milwaukee Avenue, at No. 2925 |
| Laskowski (35th Ward) | W. Barry Avenue (north side) between a point 20 feet west of the west property line of N. Cicero Avenue and a point 30 feet west thereof—9:00 A.M. to 5:00 P.M. (except on Saturdays, Sundays and holidays) |
| McCutcheon (43rd Ward) | W. Webster Avenue, at No. 1503 —50 feet—9:00 A.M. to 4:00 P.M. |
| Singer (44th Ward) | N. Lincoln Avenue, at No. 2735 —40 feet—8:00 A.M. to 6:00 P.M. (except on Saturdays and Sundays) |
| | N. Lincoln Avenue, at No. 3027 —30 feet—9:00 A.M. to 5:00 P.M. (except on Saturdays and Sundays) |
| Kerwin (46th Ward) | N. Clark Street, at Nos. 3405-3407-3409 |
| | W. Addison Street, at Nos. 953-955. |

### *Referred*—Proposed Ordinances to Restrict Movement of Vehicular Traffic to Single Directions on Specified Public Ways

The aldermen named below presented proposed ordinances to restrict the movement of vehicular traffic to the direction indicated in each case, on specified public ways, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Street, Distance and Direction* |
|---|---|
| Staszcuk (13th Ward) | W. 69th Place between S. Damen and S. Hamilton Avenues—westerly |
| Sheridan (16th Ward) | W. 60th Street between S. Halsted Street and S. Damen Avenue—westerly |
| | W. 61st Street between S. Damen Avenue and S. Halsted Street—easterly |
| | W. 70th Street between S. Ashland Avenue and S. Morgan Street—easterly |
| | W. 68th Street between S. Ashland Avenue and S. Morgan Street—westerly |
| Shannon (17th Ward) | S. Perry Avenue between W. 69th and W. 70th Streets—southerly. |

### *Referred*—Proposed Ordinances to Discontinue Restriction of Movement of Vehicular Traffic to Single Directions on Specified Public Ways.

Alderman Singer (44th Ward) presented two proposed ordinances to discontinue the restriction of movement of vehicular traffic to single directions on specified public ways, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

W. St. James Place between N. Lakeview Avenue and a point 260 feet west thereof—easterly

W. Diversey Parkway between N. Sheridan Road and N. Commonwealth Avenue—westerly.

### *Referred*—Proposed Order for Survey to Restrict Movement of Vehicular Traffic to Single Direction on Portion of N. Overhill Av.

Alderman Cullerton (38th Ward) presented a proposed order for a survey to restrict the movement of vehicular traffic to a single direction on N. Overhill Avenue between W. Addison Street and W. Belmont Avenue, which was *Referred to the Committee on Traffic and Public Safety.*

### *Referred*—Proposed Ordinance to Change Area for Movement of Vehicular Traffic to Single Direction on Portion of W. Cullom Av.

Alderman Laurino (39th Ward) presented a proposed ordinance to restrict the movement of vehicular traffic to an easterly direction on W. Cullom Avenue between N. Kostner and N. Keystone Avenues (instead of between N. Kostner Avenue and N. Pulaski Road); which was *referred to the Committee on Traffic and Public Safety.*

### *Referred*—Proposed Ordinance to Designate Portions of S. Yates and S. Oglesby Aves. as Service Drives.

Alderman Buchanan (10th Ward) presented a proposed ordinance to designate S. Yates Avenue (both sides) between E. 100th Street and the first alley south thereof and S. Oglesby Avenue (both sides) between E. 100th Street and the first alley south thereof as service drives; which was *Referred to the Committee on Traffic and Public Safety.*

*Referred*—PROPOSED ORDERS FOR INSTALLATIONS OF TRAFFIC SIGNS.

The aldermen named below presented proposed orders for installations of traffic signs, of the nature indicated and at the locations specified, which were *Referred to the Committee on Traffic and Public Safety,* as follows:

| *Alderman* | *Location and Type of Sign* |
|---|---|
| Sheridan (16th Ward) | W. 62nd and S. Wood Streets—"Stop" |
| | W. 66th and S. Wood Streets—"Stop" |
| | S. Bishop and W. 62nd Streets—"Stop" |
| [Sheridan (16th Ward)] | W. 60th and S. Wood Streets—"Stop" |
| Hines (18th Ward) | S. Hamilton Avenue and W. 65th Street—"Stop" |
| Frost (21st Ward) | W. 109th and S. Green Streets—"Stop" |
| | S. Langley Avenue and E. 90th Street—"Stop" |
| | S. Peoria and S. Sangamon Streets—(approximately near W. 107th Place)—"Stop" |
| | S. Eggleston Avenue between W. 99th and W. 103rd Streets—"Children Crossing" |
| Kuta (23rd Ward) | W. 28th Street and S. Keeler Avenue—"4-Way Stop" |
| Laskowski (35th Ward) | N. Leclaire and W. Wrightwood Avenues—"Stop" |
| Casey (37th Ward) | S. Lotus Avenue and W. Adams Street—"4-Way Stop" |
| Singer (44th Ward) | W. Wrightwood and N. Seminary Avenues—"Stop". |

## 2. ZONING ORDINANCE AMENDMENTS.

*Referred*—PROPOSED ORDINANCES TO RECLASSIFY PARTICULAR AREAS.

Proposed ordinances for amendment of the Chicago Zoning Ordinance, for the purpose of reclassifying particular areas, were presented by the Aldermen named below, respectively, and were Referred to the *Committee on Buildings and Zoning,* as follows:

BY ALDERMAN BILANDIC (11TH WARD):

To classify as an R3 General Residence District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 10-G bounded by

W. 45th Street; S. Laflin Street; W. 46th Street; and S. Justine Street.

BY ALDERMAN SINGER (44TH WARD):

To classify as a B4-4 Restricted Service District instead of an R7 General Residence District the area shown on Map No. 9-F bounded by

a line 145 feet north of W. Belmont Avenue; a line 119 feet east of N. Broadway; W. Belmont Avenue; and a line 69 feet east of N. Broadway.

## 3. CLAIMS.

**Claims against the City of Chicago were presented by the aldermen designated below, respectively, for the claimants named, which were** *Referred to the Committee on Finance,* **as follows:**

| *Alderman* | *Claimant* |
|---|---|
| Cousins (8th Ward) | Willie G. and Linda J. Turner |
| Sheridan (for Burke, 14th Ward) | William J. Roskopf |
| Shannon (17th Ward) | St. Paul Baptist Church |
| Hines (18th Ward) | John Burgess,<br>Phil. Crivellone,<br>Mrs. Frances Guerin |
| Wigoda (for Fitzpatrick, 19th Ward) | Mrs. Barbara Harmon |
| Frost (21st Ward) | Robert Powell |
| Kuta (23rd Ward) | Edward R. Wieczorek |
| Marzullo (25th Ward) | Miss Renee Bonarigo |
| Zydlo (26th Ward) | B. W. Handler Construction Co., (2) |
| Brandt (for Gabinski, 32nd Ward) | B. W. Handler Construction Co. |
| Brandt (for Sande, 34th Ward) | Jesus Rodriguez,<br>Mrs. Wladyslawa Jekosz |
| Laskowski (35th Ward) | Louis F. Castranovo |
| Laurino (39th Ward) | Donald C. Launius,<br>Mr. Pearlstein,<br>Salvation Army |
| Scholl (for Simon, 40th Ward) | Mrs. Irene Basofin (Mrs. David J.) |
| Scholl (41st Ward) | Charles J. Fresh |
| Fifielski (45th Ward) | Ernest Michalcik |
| Sperling (50th Ward) | The Catholic Bishop of Chicago (St. Henry Church),<br>Jewish Vocational Service. |

## 4. UNCLASSIFIED MATTERS

### (Arranged in Order According to Ward Numbers).

***Proposed ordinances, orders and resolutions were presented by the aldermen named below, respectively, and were acted upon by the City Council in each case in the manner noted, as follows:***

### Presented by ALDERMAN ROTI (1st Ward):

### Drafting of Ordinance for Closing to Traffic Portion of S. May St. Directed.

A proposed order reading as follows:

*Ordered,* That the Commissioner of Public Works is hereby directed to prepare an ordinance providing for closing all that part of S. May Street to vehicular traffic lying between a line 73.85 feet south of and parallel with the north line of vacated W. 11th Street extended west and a line 40 feet south of and parallel with said described line, also providing for opening for pedestrian use only a strip of land 20 feet in width on the East side of S. May Street lying within the Easterly extension of the above referred to part of S. May Street to be closed to vehicular traffic, and providing for opening 20 feet of additional right of way for turn-around purposes on the East side of S. May Street between the north line of vacated W. 11th Street and a line 73.85 feet south of and parallel thereto and between a line 113.85 feet south of and parallel with the said north line of vacated W. 11th Street and a line 73.85 feet south of and parallel with said line, for the City of Chicago (Department of Urban Renewal) Project Near West Side; said ordinance to be transmitted to the Committee on Local Industries, Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Roti said proposed order was *Passed.*

*Referred*—PROPOSED ORDERS FOR ERECTION OF ILLUMINATED SIGNS.

Also two proposed orders for issuance of permits to erect illuminated signs at specified locations, which were *Referred to the Committee on Buildings and Zoning,* as follows:

Standard Oil Company (Ahern Sign Company), No. 50 W. Congress Parkway;

Standard Oil Company (Ahern Sign Company), No. 51 W. Congress Parkway.

*Referred*—PROPOSED ORDINANCES FOR GRANTS OF PRIVILEGES IN PUBLIC WAYS.

Also three proposed ordinances for grants of privileges in public ways, which were *Referred to the Committee on Local Industries, Streets and Alleys,* as follows:

The Drexel Ice Cream Company: to maintain and use an existing 2-inch galvanized-iron conduit under and across S. Shields Avenue at a point 28 feet south of the south line of W. 30th Street connecting the premises of the grantee located on both sides of S. Shields Avenue;

Motor Club Service Corp.: to maintain and use an existing one-story covered bridge or passageway over and across the 24-foot public alley between N. Wabash Avenue and N. Michigan Avenue, connecting the second floor of the building located at No. 66 E. South Water Street with the fourth floor of the building located at Nos. 300-308 N. Michigan Avenue;

The Server Company: to maintain and use an existing vault under the surface of the north-south 20-foot public alley west of N. Michigan Avenue from a point 65 feet south of E. Lake Street southward a distance of 32 feet, used in connection with the premises known as No. 180 N. Michigan Avenue.

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### Presented by ALDERMAN HUBBARD (2nd Ward) and OTHERS:

### Congratulations Extended to Dr. Theodore Kenneth Lawless for His Work in Field of Dermatology, Etc.

A proposed resolution (presented by Aldermen Hubbard, Metcalfe, Holman, Cousins, Shannon, Campbell, Frost, Collins and Biggs) reading as follows:

WHEREAS, Dr. Theodore Kenneth Lawless, one of the leading citizens of the City of Chicago, is to be honored by the Committee for Community Assistance for Secondary Education in Israel at a dinner at the Sheraton-Chicago on April 5th, 1970; and

WHEREAS, Dr. Lawless, a world-renowned dermatologist, in addition to all of his other manifold humanitarian activities, has a clinic in Tel Aviv, Israel, as part of the Bielinson Hospital complex, which is the largest clinic of its kind in the Middle East and is called the Dr. T. K. Lawless Dermatology Department; and

WHEREAS, The Committee for Community Assistance for Secondary Education in Israel intends to establish a Dr. T. K. Lawless Scholarship Fund for needy students in Israel; and

WHEREAS, Dr. Theodore K. Lawless was born in Thibodeau, Louisiana, on December 6th, 1892; and

WHEREAS, Dr. Lawless left Louisiana a sharecropper at the age of fourteen years, and through arduous application and uncommon personal strength eventually overcame many obstacles befalling a black doctor to become a pioneer in the field of dermatology; and

WHEREAS, Following his education in many of the greatest medical colleges and universities in the United States and Europe, Dr. Lawless began his practice in the City of Chicago in 1924, and has maintained that practice through many years of great accomplishment in medical as well as civic affairs; and

WHEREAS, Dr. Lawless, throughout his illustrous career, has received international recognition as one of the world's leading dermatologists and humanitarians; now, therefore,

*Be It Resolved, by the Mayor and the Members of the City Council of the City of Chicago,* That the people of the City of Chicago express their heartfelt thanks to Dr. Theodore Kenneth Lawless for his tireless and devoted years of service on behalf of mankind, regardless of race, creed or national origin; and

*Be It Further Resolved,* That the Mayor and members of the City Council extend to Dr. Lawless sincere congratulations on the just and fitting honor to be be bestowed upon him by the Committee for Community Assistance for Secondary Education in Israel.

Alderman Hubbard moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed resolution. The motion *Prevailed.*

On motion of Alderman Hubbard said proposed resolution was *Adopted.*

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### Presented by
### ALDERMAN DESPRES (5th Ward):

*Referred*—PROPOSED ORDER TO CLOSE TO TRAFFIC PORTIONS OF E. 64TH ST. AND S. UNIVERSITY AV.

A proposed order to direct the Commissioner of Streets and Sanitation to grant permission to James Wadsworth Upper Grade Center School, Nos. 6420-6434 S. University Avenue, to close to traffic E. 64th Street between S. Woodlawn and S. University Avenues and S. University Avenue between E. 64th and E. 65th Streets from 10:45 A.M. to 1:00 P.M. daily, Mondays through Fridays, except on holidays, to the end of the current school year, for recreational purposes only.—*Referred to the Committee on Traffic and Public Safety.*

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### Presented by
### ALDERMAN DESPRES (5th Ward and ALDERMAN COUSINS (8th Ward):

*Referred*—PROPOSED RESOLUTION TO MEMORIALIZE U. S. SENATE TO DISAPPROVE APPOINTMENT OF G. HARROLD CARSWELL AS JUSTICE OF U. S. SUPREME COURT.

A proposed resolution to memorialize the United States Senate to disapprove the appointment of G. Harrold Carswell as a Justice of the United States Supreme Court.

Alderman Despres moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed resolution. The motion to Suspend the Rules was *Lost,* by yeas and nays as follows:

*Yeas*—Aldermen Despres, Cousins, Singer—3.

*Nays*—Aldermen Roti, Hubbard, Metcalfe, Lupo, Buchanan, Bilandic, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Zydlo, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Scholl, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—31.

Two committee having been called (the Committee on Finance and the Committee on Federal and State Legislation), said proposed resolution was *Referred to the Committee on Committees and Rules,* in accordance with the provisions of Council Rule 44.

*Referred*—PROPOSED RESOLUTION ON DUMPING OF MCCORMICK PLACE SEWAGE INTO LAKE.

Also a proposed resolution urging the City to request that the Metropolitan Fair and Exposition Authority build a connection between McCormick Place and the Chicago sewage system for storm water runoff, to prevent pollution of Lake Michigan.—*Referred to the Committee on Environmental Control.*

*Referred*—PROPOSED RESOLUTION TO MEMORIALIZE CONGRESS TO LOWER VOTING AGE TO EIGHTEEN YEARS IN ALL ELECTIONS.

Also a proposed resolution to memorialize Congress to lower the voting age to eighteen years in all elections.

Alderman Despres moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed resolution. The motion to Suspend the Rules was *Lost,* by yeas and nays as follows:

*Yeas*—Aldermen Despres, Cousins, Scholl, Singer, Hoellen, O'Rourke, Sperling—7.

*Nays*—Aldermen Roti, Hubbard, Metcalfe, Lupo, Buchanan, Bilandic, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Fifielski, Kerwin, Wigoda—26.

Whereupon said proposed resolution was *Referred to the Committee on Federal and State Legislation.*

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### Presented by
### ALDERMAN BUCHANAN (10th Ward):

*Referred*—PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE IN PUBLIC WAY.

A proposed ordinance for a grant of permission and authority to International Harvester Company to maintain and use an existing one double stairway with a canopy over said stairway in the sidewalk space on the east side of S. Torrence Avenue; also, a single stairway with an emergency sidewolk door leading to the subway entrance under the tracks of the Belt Railway, Chicago & Western Indiana Railroad, Calumet & Western Railway and the Pennsylvania Railroad, for the purpose of connecting the property of the grantee on the east side of said railroads with S. Torrence Avenue, etc.—*Referred to the Committee on Local Industries, Streets and Alleys.*

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### Presented by
### ALDERMAN STASZCUK (13th Ward):

*Referred*—PROPOSED ORDER FOR PAVING PORTIONS OF SPECIFIED ALLEYS BY SPECIAL ASSESSMENT.

A proposed order to request the Board of Local Improvements to institute the necessary proceedings to pave by special assessment the roadways of the following-described alleys:

East-west alley in block bounded by W. 65th Place, W. 66th Street, S. Pulaski Road and S. Springfield Avenue;

East-west alley in block bounded by W. 65th Street, W. 65th Place, S. Lawndale Avenue and S. Central Park Avenue;

East-west alley in block bounded by W. 65th Place, W. 66th Street, S. Lawndale and S. Central Park Avenues.

—*Referred to the Committee on Local Industries, Streets and Alleys.*

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### Presented by

### ALDERMAN STASZCUK (13th Ward) and ALDERMAN KUTA (23rd Ward):

### Commendation Extended to Montessori Society for Its Outstanding Contributions to Field of Education, Etc.

A proposed resolution reading as follows:

WHEREAS, Dr. Maria Montessori, the foundress of the Montessori Method of education, was the first woman in Italy to be licensed as a medical doctor and who served as Assistant in the Psychiatric Clinic at the University of Rome and subsequently held the Professorial Chair of Hygiene and Anthropology, expressed a personal and deep-set interest in retarded children who at that time were classified in the same category as the insane; and

WHEREAS, In the course of her clinical activities, Dr. Montessori realized that mental deficiency was an educational problem rather than a medical one, and projected the premise that, with special educational treatment, the problem of retardation could be vastly ameliorated, a theory now generally accepted today throughout the world; and

WHEREAS, She was instrumental in the establishment of a school for retarded children and participated as a teacher and in the training of other teachers in the education of retarded youngsters. She developed special techniques and methods of observation, through the application of which the inferior mentality of these retarded children developed to the degree that they competed successfully with normal children in public examination; and

WHEREAS, In 1907, Dr. Montessori became interested in the education of normal children, establishing schools called "Children's Houses" and which were, in reality, educational laboratories, emphasizing experimental psychology with special reference to child psychology. She subsequently published some fifteen books on The Montessori Method, and inaugurated an International Montessori Training Course in London, of which there are now some 600 schools in the United States alone, in addition to several advanced training centers; and

WHEREAS, April 26 has been designated as Montessori Day in recognition of the achievements of the Montessori Society in America and the contributions it has made to the growth and development of a system for the training and instruction of the young in self-education with special emphasis on the training of the senses; now, therefore,

*Be It Resolved,* That we, the members of the City Council of the City of Chicago, hereby commend the Montessori Society for its zealous efforts and dedicated service on behalf of our youth and for its outstanding contributions to education in our City and our Country, and express our very best wishes for its continued success; and

*Be It Further Resolved,* That Honorable Richard J. Daley, Mayor, be requested to proclaim Sunday, April 26, 1970, as "Montessori Day in Chicago" and to urge all Chicagoans to join with the Montessori Society in its observance of the 100th Anniversary of the birth of its foundress, Maria Montessori.

Alderman Staszcuk (seconded by Alderman Kuta) moved to *Suspend the Rules Temorarily* to permit immediate consideration of and action upon said proposed resolution. The motion *Prevailed.*

On motion of Alderman Staszcuk said proposed resolution was *Adopted.*

---

### Presented by

### ALDERMAN SHERIDAN (16th Ward):

### Buildings Declared Public Nuisances and Ordered Demolished.

A proposed ordinance reading as follows:

WHEREAS, The buildings at the following locations, to wit:

No. 5731 S. Aberdeen Street,
Nos. 5734-36 S. Aberdeen Street,
No. 6148 S. Aberdeen Street,
No. 6207 S. Aberdeen Street,
No. 6240 S. Aberdeen Street,
Nos. 6302-08 S. Aberdeen Street,
No. 6742 S. Aberdeen Street,
No. 5727 S. Carpenter Street,
No. 6051 S. Carpenter Street,
No. 6839 S. Elizabeth Street,
No. 5634 S. Emerald Avenue,
No. 5705 S. Emerald Avenue,
Nos. 6709-11 S. Ashland Avenue,
No. 7243 S. Ashland Avenue,
No. 7253 S. Ashland Avenue,
No. 5945 S. Ada Street,
No. 6146 S. Ada Street,
No. 6234 S. Ada Street,
No. 6240 S. Ada Street,
No. 6719 S. Ada Street,
No. 6717 S. Bishop Street,
Nos. 5611-13 S. Green Street,
Nos. 5617-19 S. Green Street,
Nos. 5621-23 S. Green Street,
No. 5705 S. Halsted Street,
Nos. 5602-08 S. Halsted Street,
Nos. 5621-23 S. Halsted Street,
No. 6142 S. Laflin Street,
No. 6352 S. Laflin Street,
No. 6535 S. Laflin Street (rear),
No. 6817 S. Loomis Street,
No. 5758 S. Lowe Avenue,
No. 5812 S. Lowe Avenue,
No. 1122 W. Marquette Road,
Nos. 1148-50 W. Marquette Road,
No. 5514 S. May Street,
No. 6036 S. May Street,
No. 6120 S. May Street,
No. 6355 S. May Street,
Nos. 6438-44 S. May Street (rear),
No. 6523 S. May Street (front and rear),
Nos. 6930-32 S. May Street (front and rear),
No. 5708 S. Morgan Street,
No. 5714 S. Morgan Street,
No. 6234 S. Morgan Street,

No. 6520 S. Morgan Street,
No. 6107 S. Paulina Street,
No. 5933 S. Paulina Street,
No. 6810 S. Racine Avenue,
No. 6833 S. Racine Avenue,
No. 6838 S. Racine Avenue,
No. 7113 S. Racine Avenue,
No. 6009 S. Peoria Street,
No. 6239 S. Wolcott Avenue,
No. 1507 W. 59th Street,
No. 1543 W. 59th Street,
Nos. 846-848 W. 61st Street,
No. 1024 W. 61st Street (rear),
No. 1112 W. 61st Street,
No. 1309 W. 61st Street,
Nos. 1014-24 W. 69th Street,
No. 1505 W. 63rd Street,
No. 1917 W. 63rd Street,
No. 1919 W. 63rd Street,
No. 1220 W. 71st Street,
No. 1233 W. 71st Street, and
Nos. 1275-77 W. 71st Street,

are so deteriorated and weakened that they are structurally unsafe and a menace to life and property in its vicinity; therefore

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The buildings at the following locations, to wit:

No. 5731 S. Aberdeen Street,
Nos. 5734-36 S. Aberdeen Street,
No. 6148 S. Aberdeen Street,
No. 6207 S. Aberdeen Street,
No. 6240 S. Aberdeen Street,
Nos. 6302-08 S. Aberdeen Street,
No. 6742 S. Aberdeen Street,
No. 5727 S. Carpenter Street,
No. 6051 S. Carpenter Street,
No. 6839 S. Elizabeth Street,
No. 5634 S. Emerald Avenue,
No. 5705 S. Emerald Avenue,
Nos. 6709-11 S. Ashland Avenue,
No. 7243 S. Ashland Avenue,
No. 7253 S. Ashland Avenue,
No. 5945 S. Ada Street,
No. 6146 S. Ada Street,
No. 6234 S. Ada Street,
No. 6240 S. Ada Street,
No. 6719 S. Ada Street,
No. 6717 S. Bishop Street,
Nos. 5611-13 S. Green Street,
Nos. 5617-19 S. Green Street,
Nos. 5621-23 S. Green Street,
No. 5705 S. Halsted Street,
Nos. 5602-08 S. Halsted Street,
Nos. 5621-23 S. Halsted Street,
No. 6142 S. Laflin Street,
No. 6352 S. Laflin Street,
No. 6535 S. Laflin Street (rear),
No. 6817 S. Loomis Street,
No. 5758 S. Lowe Avenue,
No. 5812 S. Lowe Avenue,
No. 1122 W. Marquette Road,
Nos. 1148-50 W. Marquette Road,
No. 5514 S. May Street,
No. 6036 S. May Street,
No. 6120 S. May Street,
No. 6355 S. May Street,
Nos. 6438-44 S. May Street (rear),
No. 6523 S. May Street (front and rear),
Nos. 6930-32 S. May Street (front and rear),
No. 5708 S. Morgan Street,
No. 5714 S. Morgan Street,
No. 6234 S. Morgan Street,
No. 6520 S. Morgan Street,
No. 6107 S. Paulina Street,
No. 5933 S. Paulina Street,
No. 6810 S. Racine Avenue,
No. 6833 S. Racine Avenue,
No. 6838 S. Racine Avenue,
No. 7113 S. Racine Avenue,
No. 6009 S. Peoria Street,
No. 6239 S. Wolcott Avenue,
No. 1507 W. 59th Street,
No. 1543 W. 59th Street,
Nos. 846-848 W. 61st Street,
No. 1024 W. 61st Street (rear),
No. 1112 W. 61st Street,
No. 1309 W. 61st Street,
Nos. 1014-24 W. 69th Street,
No. 1505 W. 63rd Street,
No. 1917 W. 63rd Street,
No. 1919 W. 63rd Street,
No. 1220 W. 71st Street,
No. 1233 W. 71st Street, and
Nos. 1275-77 W. 71st Street,

are declared public nuisances and the Commissioner of Buildings is authorized and directed to demolish the same.

SECTION 2. This ordinance shall be effective upon its passage.

On motion of Alderman Sheridan said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Lupo, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—36.

*Nays*—None.

### *Referred*—PROPOSED ORDINANCE TO AMEND CERTAIN SECTIONS OF MUNICIPAL CODE GOVERNING ABANDONED AUTOMOBILES.

Also a proposed ordinance to amend Section 27-364 of the Municipal Code of Chicago by adding a new subsection to read "(b) Whenever any vehicle shall have been abandoned in violation of any of the provisions of any ordinance prohibiting abandoning of motor vehicles, the person in whose name such vehicle had last been registered shall be deemed *prima facie* responsible for said abandonment and subject to penalty thereof", and by adding a new Section 27-372.1 to read "27-372.1. *Abandoning Motor Vehicles: Penalty.* Any person who shall violate the provisions of Section 27-372, concerning abandoning of automobiles, shall be fined not less than twenty-five dollars ($25.00) nor more than two hundred dollars ($200.00)." —*Referred to the Committee on Traffic and Public Safety.*

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## Presented by
## ALDERMAN SHANNON (17th Ward):

### Building Declared Public Nuisance and Ordered Demolished.

A proposed ordinance reading as follows:

WHEREAS, The building located at No. 7916 S. Parnell Avenue, is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; therefore

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The building located at No. 7916 S. Parnell Avenue, is declared a public nuisance and the Commissioner of Buildings is authorized and directed to demolish the same.

SECTION 2. This ordinance shall be effective upon its passage.

On motion of Alderman Shannon said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Lupo, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—36.

*Nays*—None.

### Ordinance Repealed Declaring Buildings Public Nuisances and Ordered Demolished.

Also a proposed ordinance reading as follows:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That an ordinance passed by the City Council on January 19, 1970, page 7784 of the Journal of the Proceedings of said date, declaring the buildings at Nos. 6341 and 6347 S. Morgan Street to be public nuisances and ordering same demolished, be and the same is hereby repealed.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

On motion of Alderman Shannon said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Lupo, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—36.

*Nays*—None.

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## Presented by
## ALDERMAN FROST (21st Ward):

*Referred*—PROPOSED ORDER FOR PAVING OF PORTION OF W. 114TH PLACE BY SPECIAL ASSESSMENT.

A proposed order to request the Board of Local Improvements to institute the necessary proceedings to pave by special assessment the roadway of W. 114th Place from S. Carpenter Street to S. Throop Street.—*Referred to the Committee on Local Industries, Streets and Alleys.*

*Referred*—PROPOSED RESOLUTION TO REQUEST ILLINOIS BELL TELEPHONE CO. TO FURNISH CITY COUNCIL WITH INFORMATION AND PLANS FOR ITS TENTATIVE EMERGENCY TELEPHONE CALL PROGRAM.

Also a proposed resolution to request the Illinois Bell Telephone Company to furnish the City Council with information and plans to institute a program on the north and northwest sides of Chicago in 1971 for making emergency calls in coin boxes without the use of a coin.—*Referred to the Committee on Utilities.*

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## Presented by
## ALDERMAN KUTA (23rd Ward):

*Referred*—PROPOSED ORDER FOR PAVING PORTIONS OF SPECIFIED STREETS AND ALLEY BY SPECIAL ASSESSMENT.

A proposed order to request the Board of Local Improvements to institute the necessary proceedings to pave by special assessment the roadways of the following-described streets and alley, which was *Referred to the Committee on Local Industries, Streets and Alleys,* as follows:

W. 32nd Street between S. Keeler Avenue and S. Pulaski Road;
S. Komensky Avenue between W. 32nd and W. 33rd Streets;
North-south alley west of S. Neva Avenue between W. 56th and W. 57th Streets.

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## Presented by
## ALDERMAN MARZULLO (25th Ward):

### Buildings Declared Public Nuisances and Ordered Demolished.

A proposed ordinance reading as follows:

WHEREAS, The buildings at the following locations, to wit:

No. 2744 W. Arthington Street,
No. 1017 S. Sacramento Boulevard,
No. 1858 W. Washburne Avenue, approximately, and
Nos. 1015-1025 S. Sacramento Boulevard,

are so deteriorated and weakened that each is structurally unsafe and a menace to life and property in its vicinity; therefore

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The buildings at the following locations, to wit:

No. 2744 W. Arthington Street,
No. 1017 S. Sacramento Boulevard,
No. 1858 W. Washburne Avenue, approximately, and
Nos. 1015-1025 S. Sacramento Boulevard,

are declared public nuisances, and the Commissioner of Buildings is authorized and directed to demolish the same.

SECTION 2. This ordinance shall be effective upon its passage.

On motion of Alderman Marzullo said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Lupo, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—36.

*Nays*—None.

### Ordinance Amended Declaring Buildings Public Nuisances and Ordered Demolished.

Also a proposed ordinance reading as follows:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Preamble and Section 1 of an ordinance passed by the City Council on September 5, 1969, page 6039 of the Journal of the Proceedings of said date, declaring sundry buildings to be public nuisances and ordering same demolished, be and the same are hereby amended by striking out therefrom:

"No. 2513 W. Flournoy Street".

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

On motion of Alderman Marzullo said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Lupo, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—36.

*Nays*—None.

### Drafting of Ordinance for Vacation of Public Alley Directed.

Also a proposed order reading as follows:

*Ordered,* That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of all of the northeasterly-southwesterly 16-foot public alley in the block bounded by W. Harrison Street, W. Ogden Avenue, S. Damen Avenue and S. Winchester Avenue, for the Medical Center Commission; said ordinance to be transmitted to the Committee on Local Industries, Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Marzullo said proposed order was *Passed.*

*Referred*—PROPOSED ORDER TO PERMIT HARVEY WRECKING CO. TO OCCUPY PORTION OF PARKWAY SPACE IN VICINITY OF S. BLUE ISLAND AV. AND S. PAULINA ST.

Also a proposed order to permit Harvey Wrecking Company to occupy space between the sidewalk and the lot line, namely, eight (8) feet of parkway along the southerly side of S. Blue Island Avenue from the east line of S. Paulina Street northeasterly for a distance of 500 feet.—*Referred to the Committee on Local Industries, Streets and Alleys.*

## Presented by
## ALDERMAN ZYDLO (26th Ward):

### Building Declared Public Nuisance and Ordered Demolished.

A proposed ordinance reading as follows:

WHEREAS, The building located at No. 735 N. Noble Street (fire-gutted) is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; therefore

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The building located at No. 735 N. Noble Street (fire-gutted) is declared a public nuisance, and the Commissioner of Buildings is authorized and directed to demolish the same.

SECTION 2. This ordinance shall be effective upon its passage.

On motion of Alderman Zydlo said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Lupo, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—36.

*Nays*—None.

## Presented by
## ALDERMAN SAIN (27th Ward):

### Building Declared Public Nuisance and Ordered Demolished.

A proposed ordinance reading as follows:

WHEREAS, The building located at No. 49 N. Hoyne Avenue is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; therefore

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The building located at No. 49 N. Hoyne Avenue is declared a public nuisance, and the Commissioner of Buildings is authorized and directed to demolish the same.

SECTION 2. This ordinance shall be effective upon its passage.

On motion of Alderman Sain said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Lupo, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—36.

*Nays*—None.

## Presented by
## ALDERMAN BIGGS (29th Ward):

### Drafting of Ordinance for Vacation of Public Alley Directed.

A proposed order reading as follows:

*Ordered,* That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of all of the east-west 16-foot public alley in the block bounded by W. Madison Street, W. Monroe Street, S. Kedzie Avenue and S. Spaulding Avenue, for the City of Chicago and Board of Education (Urban Renewal Redevelopment Project Madison-Kedzie); said ordinance to be transmitted to the Committee on Local Industries, Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Biggs said proposed order was *Passed.*

### Presented by
### ALDERMAN McMAHON (30th Ward):

*Referred*—PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE IN PUBLIC WAY.

A proposed ordinance for a grant of permission and authority to NuArc Company to maintain and use an existing hydraulic elevator lift on the south side of the northwesterly-southeasterly alley north of W. Grand Avenue 143 feet 5 inches northwesterly of N. Karlov Avenue, in the rear of the premises known as No. 4110 W. Grand Avenue.—*Referred to the Committee on Local Industries, Streets and Alleys.*

### Presented by
### ALDERMAN KEANE (31st Ward):

**Congratulations Extended to Gerald W. Cavanagh, President, and Entire Personnel of Chicago Motor Club on Their One-Half Century of Dedicated Contribution to Development of School Safety Patrol.**

A proposed resolution reading as follows:

WHEREAS, The City of Chicago has long been a leader in automobile safety for both drivers and pedestrians; and

WHEREAS, The City of Chicago in its great efforts to increase safety has always had the cooperation of many groups both civic and business; and

WHEREAS, In 1920 as the automobile began to be used by more and more people, the Chicago Motor Club cognizant of the danger to school children, cooperated with the Board of Education to develop the school safety patrol; and

WHEREAS, Through the efforts of the Chicago Motor Club and the safety patrol fatality rates in school areas were drastically reduced; and

WHEREAS, Interested groups from all over the United States and from countries abroad who wrote to the Chicago Motor Club asking for their assistance in organizing school patrols; and

WHEREAS, The Chicago Motor Club has made the school safety patrol one of its principal activities and has continued to sponsor the safety patrol from its founding to today where there are more than nine hundred thousand school safety patrol boys and girls guarding dangerous corners in more than fifteen thousand communities; and

WHEREAS, The Chicago Motor Club has offered more than one million dollars in its support of the patrol and is continuing its efforts in every way; now, therefore,

*Be It Resolved,* That the members of the Chicago City Council assembled here this 25th day of March, 1970, do unanimously congratulate Gerald W. Cavanagh, President, and the entire personnel of the Chicago Motor Club on their one-half century of their dedicated contribution to the safety of the children of Chicago, and wish their continued support in their untiring efforts.

Alderman Keane moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed resolution. The motion *Prevailed.*

On motion of Alderman Keane said proposed resolution was *Adopted.*

*Referred*—PROPOSED ORDER TO RESCIND DRIVEWAY PERMIT FOR SPECIFIED PREMISES.

Also a proposed order to direct the Commissioner of Streets and Sanitation to revoke Driveway Permit No. X-20356 issued on April 3, 1940 for the construction and maintenance of a driveway on the north side of W. Division Street starting at a point 20 feet east of the east property line of N. Pulaski Road (No. 3954 W. Division Street), etc.—*Referred to the Committee on Local Industries, Streets and Alleys.*

### Presented for
### ALDERMAN GABINSKI (32nd Ward):

*Referred*—PROPOSED ORDINANCES FOR GRANTS OF PRIVILEGES IN PUBLIC WAYS.

Two proposed ordinances (presented by Alderman Brandt) for grants of privileges in public ways which were *Referred to the Committee on Local Industries, Streets and Alleys,* as follows:

Garcy Corporation: to maintain and use an existing elevated switchtrack over and across N. Marshfield Avenue south of and adjoining the two main tracks of the Chicago Milwaukee, St. Paul and Pacific Railroad in W. Bloomingdale Avenue;

Weiboldt Stores, Incorporated: to maintain and use an existing pipe tunnel under the surface of the northeasterly-southwesterly 16-foot public alley running southwest from N. Bauwans Street at its intersection with W. Evergreen Avenue at a point 45.5 feet southwest of the westerly line of N. Bauwans Street, used for fire protection purposes only.

### Presented by
### ALDERMAN BRANDT (33rd Ward):

**Drafting of Ordinance for Vacation of Portion of W. Barry Av. Directed.**

A proposed order reading as follows:

*Ordered,* That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of W. Barry Avenue between the west line of N. Campbell Avenue extended south and a line drawn from a point on the north line of W. Barry Avenue, 145.57 feet west of the west line of N. Campbell Avenue, to a point on the south line of W. Barry Avenue, 134 feet west of the west line of said N. Campbell Avenue extended south, said described line being the original easterly line of the North Branch of Chicago River, for Material Service Corporation, Frank H. and Eva Long and Ralph and Diane Van Gundy; said ordinance to be transmitted to the Committee on Local Industries, Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Brandt said proposed order was *Passed.*

*Referred*—TWO PROPOSED ORDERS TO CLOSE TO TRAFFIC PORTIONS OF N. DRAKE AV. AND N. FAIRFIELD AV.

Also two proposed orders to direct the Commissioner of Streets and Sanitation to grant permission to specified schools to close to traffic the following designated areas:

John B. Murphy Elementary School, No. 3539 W. Grace Street: N. Drake Avenue between W. Waveland Avenue and W. Grace Street during specified hours, daily, except Saturdays, Sundays and holidays, during the school year;

Lorenz Brentano Elementary School, No. 2723 N. Fairfield Avenue: N. Fairfield Avenue from W. Schubert Avenue to the dead end, during specified hours, daily, except Saturdays, Sundays and holidays, during the school year.

—*Referred to the Committee on Traffic and Public Safety.*

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### Presented by
### ALDERMAN LASKOWSKI (35th Ward):

### Building Declared Public Nuisance and Ordered Demolished.

A proposed ordinance reading as follows:

WHEREAS, The building located at No. 3328 N. Kostner Avenue is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; therefore

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The building located at No. 3328 N. Kostner Avenue is declared a public nuisance, and the Commissioner of Buildings is authorized and directed to demolish the same.

SECTION 2. This ordinance shall be effective upon its passage.

On motion of Alderman Laskowski said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Lupo, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—36.

*Nays*—None.

*Referred*—PROPOSED ORDINANCE TO PROVIDE NEW REGULATIONS GOVERNING SAFEGUARDS DURING BUILDING CONSTRUCTION.

Also a proposed ordinance to amend Chapter 76 of the Municipal Code of Chicago by adding thereto a new Section 76-10 to provide for new regulations governing safeguards during building construction.—*Referred to the Committee on Buildings and Zoning.*

### Presented by
### ALDERMAN CULLERTON (38th Ward):

*Referred*—PROPOSED ORDINANCES FOR GRANTS OF PRIVILEGES IN PUBLIC WAYS.

Two proposed ordinances for grants of privileges in public ways, which were *Referred to the Committee on Local Industries, Streets and Alleys,* as follows:

LaSalle National Bank of Chicago, as Trustee under Trust No. 35350: to maintain and use an existing drawbridge or loading platform in the north-south public alley south of W. Grand Avenue, etc., used in connection with the premises known as No. 63 W. Grand Avenue;

Northwestern University: to maintain and use an existing twelve-duct conduit, also a tunnel, under and across E. Superior Street 350 feet east of the east line of N. Fairbanks Court as measured on the north line of E. Superior Street.

*Referred*—PROPOSED ORDINANCE FOR APPROVAL OF PLAT OF DEDICATION FOR PORTION OF N. OAKVIEW AV.

Also a proposed ordinance to direct the Superintendent of Maps to approve a plat of dedication for part of N. Oakview Avenue between W. Leland Avenue and W. Lawrence Avenue.—*Referred to the Committee on Local Industries, Streets and Alleys.*

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### Presented by
### ALDERMAN SINGER (44th Ward):

### Issuance of Carnival Permit Authorized.

A proposed order reading as follows:

*Ordered,* That the Commissioner of Streets and Sanitation is hereby authorized and directed to issue a permit to Christopher House, a regularly organized charitable or religious organization, for the period beginning May 13, 1970 and ending May 17, 1970, inclusive, for the conduct of a carnival or street fair on N. Greenview Avenue between W. Altgeld and W. Lill Avenues, in accordance with the City's carnivals ordinance, Sections 34-49.1 to 34-49.5, inclusive; and upon issuance of said permit the Commissioner of Streets and Sanitation shall provide barricades to prohibit vehicular traffic over the portion of the street affected, as provided by said carnivals ordinance.

On motion of Alderman Singer said proposed order was *Passed.*

*Referred*—PROPOSED ORDER FOR PAVING PORTIONS OF N. LAKEWOOD AV. BY SPECIAL ASSESSMENT.

Also a proposed order to request the Board of Local Improvements to institute the necessary proceedings to pave by special assessment the roadway of N. Lakewood Avenue between W. Wrightwood and W. Schubert Avenues and between W. Diversey and W. Belmont Avenues.—*Referred to the Committee on Local Industries, Streets and Alleys.*

### Presented by
### ALDERMAN HOELLEN (47th Ward):

### Building Declared Public Nuisance and Ordered Demolished.

A proposed ordinance reading as follows:

WHEREAS, The building located at Nos. 4841-48-45 N. Damen Avenue (rear) is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; therefore

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The building located at Nos. 4841-4845 N. Damen Avenue (rear) is declared a public nuisance, and the Commissioner of Buildings is authorized and directed to demolish the same.

SECTION 2. This ordinance shall be effective upon its passage.

On motion of Alderman Hoellen said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Lupo, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—36.

*Nays*—None.

### Congratulations Extended to Salvation Army Band and Director Erland Beijer on Occasion of Their Visit to City.

Also a proposed resolution reading as follows:

WHEREAS, The famed Salvation Army Stockholm Brass Band under the direction of Erland Beijer is visiting the City of Chicago for a Festival of Music at the Lane Technical High School Auditorium on Saturday, March 28, 1970; and

WHEREAS, The Salvation Army Stockholm Brass Band will conduct an outdoor Festival of Music that afternoon in the Scandinavian Community of Chicago proudly known as Andersonville U.S.A.; and

WHEREAS, Under the leadership of Erland Beijer, the 35 piece Salvation Army Brass Band of Stockholm, Sweden, has achieved world-wide fame through its recordings and tours abroad; now, therefore,

*Be It Resolved,* That the City Council of the City of Chicago does hereby extend its congratulations and best wishes to the famed Salvation Army Brass Band of Stockholm, Sweden, under the direction of Erland Beijer, upon the occasion of his visit to the City of Chicago.

Alderman Hoellen moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed resolution. The motion *Prevailed.*

On motion of Alderman Hoellen said proposed resolution was *Adopted.*

### *Referred*—PROPOSED ORDER TO DIRECT CITY CLERK TO PUBLISH IN JOURNAL OF PROCEEDINGS SPECIFIED COLUMN WHICH APPEARED RECENTLY IN "CHICAGO TODAY".

Also a proposed order to direct the City Clerk to publish in the Journal of the Proceedings Jack Mabley's column concerning realty tax bills, which appeared on March 20, 1970 in "Chicago Today".

Alderman Hoellen moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon said proposed order. The motion to Suspend the Rules was *Lost.*

Thereupon, said proposed order was *Referred to the Committee on Finance.*

### *Referred*—PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE IN PUBLIC WAY.

Also a proposed ordinance for a grant of permission and authority to American Indian Center, Inc. to maintain and use an existing vault (together with coal hole covers) under the surface of the north-south public alley east of N. Paulina Street, the south end of said vault being forty (40) feet north of the north line of W. Wilson Avenue, used in connection with the premises known as Nos. 4601-4611 N. Paulina Street.—*Referred to the Committee on Local Industries, Streets and Alleys.*

### Presented by
### ALDERMAN O'ROURKE (48th Ward):

### *Referred*—PROPOSED ORDER TO CLOSE TO TRAFFIC PORTION OF N. BEACON ST.

A proposed order to direct the Commissioner of Streets and Sanitation to close to traffic the No. 4400 block of N. Beacon Street, during specified hours, during the school year, for the Stockton Elementary School, No. 4420 N. Beacon Street.—*Referred to the Committee on Traffic and Public Safety.*

### Presented by
### ALDERMAN WIGODA (49th Ward):

### *Referred*—PROPOSED RESOLUTION TO REQUEST CORP. COUNSEL TO PREPARE ORDINANCE TO PROHIBIT DISTRIBUTION OF DETERGENT PRODUCTS CONTAINING PHOSPHATES, ETC.

A proposed resolution to request the Corporation Counsel to prepare an ordinance at the earliest possible date to prohibit the distribution of detergent products containing phosphates, in order to reduce pollution of Lake Michigan.—*Referred to the Committee on Environmental Control.*

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## 5. FREE PERMITS, LICENSE FEE EXEMPTIONS, CANCELLATION OF WARRANTS FOR COLLECTION AND WATER RATE EXEMPTIONS, ETC.

**Proposed ordinances, orders, etc. described below, were presented by the aldermen named, and were *Referred to the Committee on Finance,* as follows:**

*Free Permits to Churches, Etc.:*

BY ALDERMAN SHANNON (17TH WARD):

St. Paul Baptist Church, No. 1041 W. 98th Street—construction of a parsonage and use of water in conjunction therewith.

BY ALDERMAN McCUTCHEON (43RD WARD):

Lincoln Park Renewal Corporation, No. 540 W. Dickens Avenue (In specified area)—construction of low-income housing, all electrical work and use of water in conjunction therewith.

BY ALDERMAN KERWIN (46TH WARD):

Illinois Masonic Medical Center, Nos. 919-933 W. Wellington Avenue—remodeling of existing building and use of water in conjunction therewith.

*License Fee Exemptions for Homes, Hospitals, Day Care Centers, Etc.:*

BY ALDERMAN ROTI (1ST WARD):

Louise Burg Hospital, No. 255 W. Cermak Road.

BY ALDERMAN BOHLING (7TH WARD):

Mau-Glo Day Care Center for Mentally Retarded Children, No. 7550 S. Phillips Avenue.

BY ALDERMAN BUCHANAN (10TH WARD):

South Deering Methodist Church (Chicago Association for Retarded Children), No. 10536 S. Bensley Avenue.

BY ALDERMAN STASZCUK (13TH WARD):

Southwest Cooperative Preschool, No. 3500 W. 63rd Place.

BY ALDERMAN HINES (18TH WARD):

First Church of the Nazarene Day Care Center, No. 8333 S. Damen Avenue.

BY ALDERMAN CAMPBELL (20TH WARD):

Dr. King Center (Chicago Association for Retarded Children) Berean Baptist Church, No. 5147 S. Dearborn Street.

BY ALDERMAN ZYDLO (26TH WARD):

Erie Neighborhood House, No. 1347 W. Erie Street.

Midwest Montessori Teacher Training Center (Head Start Program), No. 1010 W. Chicago Avenue.

St. Mary of Nazareth Hospital, No. 1120 N. Leavitt Street.

BY ALDERMAN SINGER (44TH WARD):

Columbus Hospital (Missionary Sisters of the Sacred Heart), No. 2520 N. Lakeview Avenue.

BY ALDERMAN KERWIN (46TH WARD):

Lakeview Center (Chicago Association for Retarded Children), House of Good Shepherd, No. 1126 W. Grace Street.

BY ALDERMAN HOELLEN (47TH WARD):

Ebenezer Lutheran Day Care Center, No. 1650 W. Foster Avenue.

BY ALDERMAN O'ROURKE (48TH WARD):

Lutheran Welfare Services of Illinois Day Care Center, No. 4848 N. Winthrop Avenue.

*Cancellation of Warrants for Collection:*

BY ALDERMAN DESPRES (5TH WARD):

First Mount Calvary Missionary Baptist Church, No. 6111 S. Kenwood Avenue—sign inspection (2).

BY ALDERMAN ZYDLO (26TH WARD):

St. Mary of Nazareth Hospital, No. 1120 N. Leavitt Street—elevator inspection.

BY ALDERMAN CASEY (37TH WARD):

Austin Congregation Church, No. 5460 W. Ohio Street—elevator inspection.

BY ALDERMAN SCHOLL (41ST WARD):

Norwood Park Home, No. 6016 N. Nina Avenue—fuel burning equipment inspection.

BY ALDERMAN FIFIELSKI (45TH WARD):

Montrose Baptist Church, No. 4411 N. Melvina Avenue—sign inspection.

BY ALDERMAN KERWIN (46TH WARD):

The Anshe Emet Synagogue, No. 3750 N. Pine Grove Avenue—mechanical ventilation inspection.

Pillar of Fire Church, No. 1115 W. Barry Avenue—sign inspection.

BY ALDERMAN HOELLEN (47TH WARD):

Ravenswood Hospital Medical Center, No. 1931 W. Wilson Avenue—fire alarm box maintenance and operation.

The Swedish Covenant Hospital, No. 5145 N. California Avenue—elevator inspection.

BY ALDERMAN SPERLING (50TH WARD):

Bernard Horwich Center of the Jewish Community Centers, No. 3003 W. Touhy Avenue—fire alarm box maintenance and operation.

Edgewater Hospital, No. 5700 N. Ashland Avenue—building inspection.

*Refunds of Fees:*

BY ALDERMAN SAIN (27TH WARD):

B. W. Handler Construction Company, No. 120 W. Madison Street (Presbyterian-St. Luke's Hospital, No. 1753 W. Congress Parkway).

# UNFINISHED BUSINESS.

## Public Building Commission Requested to Construct Twenty-Eight Urgently Needed Projects Contained in 1969-1973 Capital Improvements Program.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published in the Journal of the Proceedings of February 25, 1970, pages 7932-7933, recommending that the City Council adopt a proposed resolution requesting the Public Building Commission to construct twenty-eight urgently needed projects contained in 1969-1973 Capital Improvements Program.

On motion of Alderman Keane said proposed resolution was *Adopted,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Lupo, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—36.

*Nays*—None.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said resolution as adopted:

> WHEREAS, The City Council of the City of Chicago has received from the Chicago Plan Commission its approved program for capital improvements for the years 1969-1973; and
>
> Wœ585(:, Many of these urgently needed projects affecting the health, safety and welfare of the citizens will not be able to be constructed because of the inadequacy of existing general obligation bond funds; and
>
> WHEREAS, The Legislature of the State of Illinois has, under the Public Building Commission Act, provided an alternate means for meeting the urgent needs of local public bodies for buildings, improvements and facilities required in the furnishing of essential governmental health, safety and welfare services to its citizens; and
>
> WHEREAS, The City Council of the City of Chicago on March 28, 1956, passed a resolution creating the "Public Building Commission of Chicago"; and
>
> WHEREAS, The Public Building Commission of Chicago has heretofore facilitated the construction of urgently needed public improvements, namely: the Chicago Civic Center to provide space for courts, the Board of Health, and other public offices; the renovation of the City Hall; and has undertaken, at the request of the Board of Education of the City of Chicago, the construction of 20 new School-Park projects; now, therefore,
>
> *Be It Resolved,* That the City Council of the City of Chicago does hereby request the Public Building Commission of Chicago to forthwith undertake the following projects which are essential to the health, safety and welfare of the City of Chicago:

| *Capital Improvements Reference No.* | *Project and Location* | *Approximate Square Foot Gross Area* |
|---|---|---|
| 14007 | Fire Station—67th and King Drive Vicinity | 12,000 |
| 14011 | Fire Station—Washington and Leavitt Vicinity | 12,000 |
| 14016 | Fire Station—59th and Loomis Vicinity | 12,000 |
| 14018 | Fire Station—1713 North Springfield | 12,000 |
| 14020 | Fire Station—2225 West 51st Street | 12,000 |
| 14021 | Fire Station—Cortland and Damen Vicinity | 12,000 |
| 14022 | Fire Station—6238-48 North California | 12,000 |
| 14023 | Catherine and Pueblo Vicinity | 12,000 |
| 14025 | Fire Station—79th and Michigan Vicinity | 12,000 |
| 14026 | Fire Station—43rd and Ashland Vicinity | 12,000 |
| 14027 | Fire Station—15th and Ashland Vicinity | 12,000 |
| 15001 | 4th Area—11th District Police Facility — Sacramento Boulevard and Harrison Street | 115,000 |
| 15002 | 6th Area—19th District Police Facility — Lincoln, Damen and Irving Park | 115,000 |
| 15202 | Police Headquarters—New South Wing | 150,000 |
| 15203 | Police Headquarters—New Police Academy | 100,000 |
| 15204 | Police Headquarters—Multi-Story Garage | 1,200 Cars |
| 16012 | New Ward Office—12th and 22nd Wards | 5,600 |
| 16014 | New Ward Office—14th Ward | 4,600 |
| 16023 | New Ward Office—23rd Ward | 4,600 |
| 16024 | New Ward Office—24th and 29th Wards | 5,600 |
| 16047 | New Ward Office—47th and 50th Wards | 5,600 |
| 16401 | Bulk Refuse Reduction Equipment—103rd and Doty Avenue | |
| 16403 | Bulk Refuse Reduction Equipment—Southwest Area | |
| 16404 | Refuse Compaction Facility—West Area | |

| *Capital Improvements Reference No.* | *Project and Location* | *Approximate Square Foot Gross Area* |
|---|---|---|
| 16405 | Refuse Compaction Facility—North Area | |
| 16500 | Incinerator Residue Disposal Site—Southwest Side | 12,000,000 C.Y. |
| 18601 | Community Health Center—West Side | 55,000 |
| 18603 | Community Health Center—North Side | 55,000; and |

*Be It Further Resolved,* That the City Council of the City of Chicago understands that, in connection with these projects, it will be necessary for the City of Chicago to enter into a net lease or leases, non-cancellable in any event, with the Public Building Commission of Chicago, under the terms of which the City of Chicago will be required to pay such amounts of rent as will pay for all costs and expenditures incurred in connection with these projects, which costs and expenditures will be financed by the issuance of revenue bonds by the Public Building Commission of Chicago, and the principal and interest on which bonds will be amortized in not more than 20 years; and

*Be It Further Resolved,* That the City of Chicago does hereby further express its intent, as lessee of such projects, to operate and maintain the facilities and undertake the cost of such operation and maintenance all without right of reimbursement from the Public Building Commission of Chicago; and

*Be It Further Resolved,* That the City of Chicago will require that the leases to be entered into with the Public Building Commission of Chicago contain provisions for the conveyance or reconveyance to the City of Chicago by the Public Building Commission of Chicago of the property on which the facility is to be constructed, together with all buildings, structures or improvements located on said property, at such time as all principal and interest on the revenue bonds issued in connection with said project, and the accrued and unpaid expenses of the Commission with respect to such project have been paid in full.

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## Budget of Model Cities Program Amended.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published in the Journal of the Proceedings of February 25, 1970, pages 7948-7958, recommending that the City Council pass a proposed ordinance to amend the Budget of the Model Cities Program.

**On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:**

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Lupo, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—36.

*Nays*—None.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago by ordinance adopted April 25, 1969, authorized the Mayor to submit to the Secretary of Housing and Urban Development, Chicago's Comprehensive Cities Demonstration Program (hereinafter referred to as the "Program"); and

WHEREAS, Said Program was subsequently approved by the Department of Housing and Urban Development, and by action taken July 15, 1969, this Council authorized the Mayor to execute a Grant Agreement in the amount of $38,159,000 which had been submitted to the City of Chicago by the said Department for the purpose of carrying out the first year Action Program; and

WHEREAS, The Program as submitted, approved and executed contained therein a Budget prescribing amounts deemed necessary and desirable for adequately funding the grant activities described therein; said amounts having been projected from the best and most current information available at the time; and

WHEREAS, An amendment to said Program Budget is now required so that said Program Budget may accurately and adequately provide fund adjustments made necessary by reason of program modifications, phasing changes and agency adjustments, as well as by the experience gained in actual operation of the Program; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Program Budget contained in Chicago's Comprehensive Cities Demonstration Program approved by City Council action April 25, 1969 and executed by the Mayor subsequent to Council authorization of July 15, 1969 be and the same is hereby amended in lines, words and figures as set out in Exhibit No. 1 attached hereto and made a part hereof.

[Exhibit No. 1 attached to this ordinance printed on pages 8319 to 8327 of this Journal]

SECTION 2. This ordinance shall take effect immediately upon passage.

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## Penalty Fees Increased for Air Pollution Control Violations.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published in the Journal of the Proceedings of November 17, 1969, pages 6395-6396, recommending that the City Council pass a proposed ordinance to increase penalty fees concerning air pollution control violations.

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Lupo, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, O'Rourke, Hoellen, Wigoda, Sperling—36.

*Nays*—None.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

(Continued on page 8328)

EXHIBIT NO. 1

## City of Chicago

## Model Cities Program

The pages which follow contain amendments to the First Year Model Cities Action Program in Chicago. Included in the document are:

1. Budget Summary
2. Revised Program Administration Budget, including Planning and Evaluation, Citizen Participation, and Cost of Election.
3. Revised Project Budgets, including new projects and Relocation Program.
4. Relocation Costs.

## City of Chicago

## Model Cities Program

### I. Budget Summary

| | | |
|---|---|---|
| A. | Program Administration, including Planning and Evaluation, Citizen Participation, and Cost of Election. | $ 3,781,098.00 |
| B. | Revised Project Budgets, including New Projects and Relocation Program. | 35,075,551.00 |
| C. | Unallocated Model Cities Supplemental Funds. | 58,571.00 |
| | Sub-total | $ 38,915,220.00 |
| | Less 20% local contribution of Program Administration | 756,220.00 |
| | TOTAL | $ 38,159,000.00 |

### II. Explanation of Program Administration Amendments

There are seven cost categories in which funds are budgeted when applying for funds under Title I of the Demonstration Cities and Metropolitan Development Act of 1966; personnel, consultant and contract services, travel, space, consumable supplies, rental, lease, or purchase of equipment, and other. The amendments to be made to this program administration budget are as follows:

## City of Chicago

## Model Cities Program

### A. Personnel

The original request under this cost category was for $1,178,355.00. The revised budget request is for $1,494,635.00, an increase of $316,280.00. This increase is due to the addition of staff needed to carry out the administration of this program and the recouping of cost incurred during the Letter to Proceed period.

### B. Consultant and Contract Services

The original request under this cost category was for $1,650,000.00. The revised budget request is for $1,325,133.00, a decrease of $324,867.00. This decrease is due in part to the removal of training cost and a reduction in the provision for consultant services.

### C. Travel

The original request under this cost category was for $17,000.00. The revised budget request is for $21,297.00, an increase of $4,297.00. This increase is a result of the provision for out-of-town travel being raised to a more realistic amount and the addition of a provision to cover cost incurred during the Letter to Proceed period.

### D. Space

The original request under this cost category was for $125,000.00. The revised budget is for $99,752.00, a decrease of $25,248.00. This decrease is due to a reduction in the allowance per square foot per person and a reduction in the cost per square foot.

## City of Chicago

## Model Cities Program

**E.** Consumable Supplies

The original request under this cost category was for $30,000.00. The revised budget request is for $34,449.00, an increase of $4,449.00. This increase is due to the inclusion of cost incurred during the Letter to Proceed period.

**F.** Rental, Lease, or Purchase of Equipment

The original request under this cost category was for $120,000.00. The revised budget request is for $116,632.00, a decrease of $3,368.00. This decrease is due to a better development of cost for this category.

**G.** Other

The original request under this cost category was for $375,000.00. The revised budget request is for $689,200.00, an increase of $314,200.00. This increase is due to the allocation of funds for Training and Public Information and Education, the election of council members, and a provision to cover cost incurred during the Letter to Proceed period.

The total original request was for $2,796,284.00. The revised total request is for $3,024,878.00, an increase of $228,594.00.

**III. & IV.** Revised Project Budgets, including New Projects and Relocation Program

The projects listed on the following pages are in two categories: Projects contained in the First Year Action Program for which there has been a change in sponsor, a substantial change in program activity, or an increase in budget of 10% or $100,000.00 over the original allocation of Supplemental Funds, new First Year Action projects and Relocation Program.

Projects which are modified are shown with the original estimated cost and the original MCA Share (Supplemental Fund Request), as well as the Revised MCA Share and the amount in excess of the original MCA Share. Changes in sponsor or substantial changes in program activity are indicated.

New First Year Action projects, and Relocation Program are listed along with their sponsor and the MCA Share requested.

January 19, 1970

Form Approved
Budget Bureau No. 6

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

## BUDGET FOR SUPPLEMENTARY GRANT ACTIVITY

(Use This Form as a Budget for Each Activity (Including Relocation) Funded Under Section 105 of Title I of the Demonstration Cities and Metropolitan Development Act of 1966)

---

**1. NAME OF CITY DEMONSTRATION AGENCY**

Chicago Model Cities Program

**2. BRIEF DESCRIPTIVE TITLE OF ACTIVITY**

Program Administration

**3. NAME, ADDRESS AND ZIP CODE OF OPERATING ENTITY**

Chicago Model Cities Program
640 North La Salle Street, Chicago, Illinois 60610

**4. TYPE OF ENTITY** – Is the entity a *(Check applicable box or boxes)*:

| | | |
|---|---|---|
| ☐ City Department | ☐ Public Agency | ☐ Neighborhood-b |
| ☐ Private (Nonprofit) | ☐ Private (Profit Making) | ☒ Other (Specify)<br>Program of the<br>Office of the Mayo |

**5. PREVIOUS APPLICATION** – Has this activity, in substantially its present form, ever been the subject of a previous appli tion for Federal financial assistance?

☐ NO ☐ YES If "YES", attach an explanatory statement.

**6. MAINTENANCE OF EFFORT** – Any activity which is an extension to the Model Neighborhood or an upgrading of existing services must be accompanied by an explanatory statement which shows that the extension or upgrading being funded by thi budget is an addition to and not a substitution of local efforts.

**7. METHOD OF ALLOCATION** – If cost is to be shared by others add an explanatory statement which identifies the sharing enti (or entities) and the method of allocation.

January 19, 1970

**8. BUDGET** PROGRAM ADMINISTRATION

| COST CATEGORY | b. ESTIMATED COST | c. MCA SHARE (If cost is being shared with others) |
|---|---|---|
| (1) Personnel | $ 1,494,635.00 | $ 1,494,635.00 |
| (2) Consultants and Contract Services | $ 1,325,133.00 | 1,325,133.00 |
| (3). Travel | 21,297.00 | 21,297.00 |
| (4) Space | 99,752.00 | 99,752.00 |
| (5) Consumable Supplies | 34,449.00 | 34,449.00 |
| (6) Rental, Lease, or Purchase of Equipment | 116,632.00 | 116,632.00 |
| (7) Other: | 689,200.00 | 689,200.00 |
| Local Share | | (756,220.00) |
| | | |
| | | |
| TOTAL | 3,781,098.00 | 3,024,878.00 |

**SUBMISSION:**

_________________________________ _______________

*Signature and Title of Authorized Official* *Date*

**10. APPROVAL:**

e. _________________________________ _______________

*Signature and Title of Authorized HUD Official* *Date*

## Revised and New Projects

A. The following constitute revised projects:

| Account Nos. Old | Account Nos. New | Project Name (Sponsor) | Original Estimated Cost | Original MCA Share | Revised MCA Share | MCA Amoun In Excess |
|---|---|---|---|---|---|---|
| 1003 | 1803 | Model Cities Development of New Hospitals (Sponsor changed from Hospital Planning Council for Metropolitan Chicago to Comprehensive Health Planning, Inc.) | 100,000 | 100,000 | ---- | ---- |
| 1005 | 1405 | Training Program for Allied Health Personnel (Chicago Board of Health): Number of trainees decreased from 200-300 to 100 to allow payment of training stipends to trainees. | 200,000 | 200,000 | ---- | ---- |
| 2002 | 2202 | Development of New Construction and Rehabilitation Techniques | 1,500,000 | 1,000,000 | ----<br>1,389,900.00 | ---- |
| 2015 | 2215 | Broadening Housing Options (Department of Development and Planning): These studies were merged. | 400,000 | 400,000 | ---- | ---- |
| 3006 | 3406 | Co-Plus Schools (Chicago Board of Education) Additions to Co-Plus Budget includes funds for in-service training transferred from project 3004 In-Service Training program originally budgeted for service to Co-Plus Schools. | 7,181,637 | 7,181,637 | 7,757,628 | 575,991 |
| 3013 | 3413 | Involve Parents in Solving Problems of Truancy (Chicago Board of Education) | 40,261 | 40,261 | 46,555 | 6,294 |

| Account Nos. Old | Account Nos. New | Project Name (Sponsor) | Original Estimated Cost | Original MCA Share | Revised MCA Share | MCA Amount In Excess |
|---|---|---|---|---|---|---|
| 5005 | 5705 | Parent Child Center (Marillac House): decrease in funds coincides with a reduction in the number of children from 125 to 50 due to space limitations | 120,000 | 120,000 | 65,646 | ---- |
| 5009 | 5509 | Foster Family Day Care (State Department of Children and Family Services): Increased costs are incurred through the addition of four para-professional community aides to assist in the identification and licensing of foster day care homes and follow-up services. | 46,500 | 46,500 | 74,646 | 28,146 |
| 8003 | 8103 | Volunteer Program (Department of Human Resources): Increased costs are incurred through the addition of staff time to the project. | 26,594 | 26,594 | 33,271 | 6,677 |
| ~~9001~~ | ---- | New Careers Program: Community Improvement Agents | 2,764,160 | 2,764,160 | ---- | ---- |
| ~~4001~~ | ~~4801~~<br>4801 | Community Service Aides and Community Relations Project (Chicago Police Department): These two projects have been merged into one. | 633,168 | 633,168 | ~~3,290,473~~<br>3,240,473<br>DAB | ---- |

9102 - change of sponsor of the Extended Concentrated Employment Program from the Dept. of Human Resources to the Chicago Committee on Urban Opportunity.

Change of name of Program from Concentrated Employment Program to the Model Cities Manpower Program.

2,000,000
SAME
No change

B. The following constitute new projects:

| Account Nos. Old | Account Nos. New | Project Name (Sponsor) | Original Estimated Cost | Original MCA Share | Revised MCA Share | MCA Amount In Excess |
|---|---|---|---|---|---|---|
| None | 13001 | Mayor's Office of Inquiry and Information (Existing Mayor's Office of Inquiry and Information) | — | — | 179,328 | 179,328 |
| None | 13002 | Registrar of Citizens' Complaints (Existing Registrar of Citizens' Complaints) | — | — | 161,026 | 161,026 |
| None | 13003 | Contractor Compliance and Equal Opportunity Program | — | — | 203,292 | 203,292 |
| None | 13004 | Personnel Practices Analysis (Civil Service Commission | — | — | 24,261 | 24,261 |
| None | 13005 | Relocation Program (Department of Urban Renewal) | — | — | 304,411 | 304,411 |
| | | | Total New Projects | | 872,318 | 872,318 |

C. **Summary:** Revised and New Projects

| | Original MCA Share | Revised MCA Share | MCA Amount In Excess |
|---|---|---|---|
| (A) Projects with budget additions of at least 10% or $100,000 over the original MCA Share | $ 7,294,992 | 7,912,100 | 617,108 |
| (B) All New Projects | — | 872,318 | 872,318 |
| (C) All other Projects | 27,108,886 | 26,291,133 | 817,753 |
| Total | $ 34,403,878 | 35,075,551 | 671,673 |

*Decrease

(Continued from page 8318)

**The following is said ordinance as passed:**

*Be It Ordained by the City Council of the City of Chicago:*

That Chapter 17 of the Municipal Code of the City of Chicago be amended to read as follows:

SECTION 1. Section 79 of Chapter 17 of the Municipal Code shall be amended by deleting the words, "not less than ten dollar nor more than two hundred dollars for the first offense, and not less than fifty dollars nor more than two hundred dollars for the second and each subsequent offense in any ninety day period", wherever these words appear in this section, and substituting therefor the following:

> "Not less than one hundred dollars nor more than three hundred dollars for the first offense, and not less than three hundred dollars nor more than five hundred dollars for the second and each subsequent offense in any 180 day period."

SECTION 2. This ordinance shall be in full force and effect from and after its passage and due publication.

Alderman Despres presented a proposed amendment to the foregoing ordinance to substitute the words and figures "Section 17-2.62" for the words and figures "Section 79 of Chapter 17" concerning increase in penalty fees for air pollution control violations.

Alderman Despres moved to Adopt said proposed amendment.

Alderman Keane *moved to Refer said proposed amendment to the Committee on Environmental Control.* The motion *Prevailed.*

### Execution of Lease Authorized for Space at No. 4552 N. Broadway for Police Dept. and Community Service Aide Offices—Model Cities Program.

On motion of Alderman Keane the City Council took up for consideration the report of the Committee on Finance deferred and published in the Journal of the Proceedings of February 25, 1970, pages 7958 and 7959, recommending that the City Council pass a proposed ordinance to authorize a lease from Leo Price & Sons, Inc. for space at No. 4552 N. Broadway for Police Department and Community Service Aide offices—Model Cities Program (19th and 20th Police Districts).

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Lupo, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—36.

*Nays*—None.

Alderman Campbell moved to *Reconsider* the foregoing vote. The motion was *Lost.*

**The following is said ordinance as passed:**

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from Leo Price & Son, Inc., Agents for beneficiaries of American National Bank and Trust Co., Trust No. 7031, for approximately 2,330 square feet, 1st floor at 4552 N. Broadway for Police Department and Community Service Aide offices—Model Cities Program (19th & 20th Police Districts), such lease to be approved by the Superintendent of Police, and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on page 8329 of this Journal]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

**This Agreement,** Made this .................... day of ....................

A. D. 1970, between Leo Price & Son Inc., Agents for beneficiaries of American National Bank and Trust Co., Trust #7031, as Lessor, and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

**Witnesseth:** That the Lessor do hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: approximately 2,330 square feet, 1st floor at 4552 N. Broadway for Police Department and Community Service Aide offices - Model Cities Program (19th & 20th Police Districts).

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of February A. D. 1970/or date of occupation and ending on the 31st day of January A. D. 1972 Lessee has the right to terminate this lease on 30 day prior notice ~~and the right to renew this lease for a further period of~~ ~~on the same terms and rental by giving to the Lessor in either case days' written notice of its election so to do~~

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at 4552 N. Broadway, Chicago, Illinois 60640, or at such other place as the Lessor from time to time in writing may appoint.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of Five Hundred and no/100------------------------------------------($ 500.00) Dollars per month, payable in advance on the first day of each calendar month at the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at his own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

Lessor shall paint, clean premises, furnish heat per municipal code during normal working hours Monday thru Saturday, provide strip lighting, provide 3 toilets, clean and seal floors before occupancy, grants permission to Lessee to erect temporary partitions, Lessee may use utility heater. Lessee pays electric and janitorial service and plate glass insurance. It is mutually agreed and understood by and between the parties hereto that the remuneration mentioned in this lease is payable solely from funds when made available by the Federal Government, from Model Cities Funds.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

**In Witness Whereof,** this lease is signed by or on behalf of the parties hereto the day and year first above written.

[Signature forms omitted]

# MISCELLANEOUS BUSINESS.

### Presence of Visitors Noted.

Honorable Richard J. Daley, Mayor, called the Council's attention to the presence in the gallery of students from various schools, as follows:

Twenty-five students of the 4th Grade class of the Avoca East School, Wilmette, Illinois, accompanied by Miss Elsie Cohel;

Twenty students from Central College, Pella, Iowa;

Twelve students of the 7th and 8th Grade classes of the Hatch School, Oak Park, Illinois, accompanied by Mrs. Bridget Switalski;

Fifty students of the 8th Grade class of the Pennoyer School, Norridge, Illinois, accompanied by Mrs. A. Bunce;

Fifty students of the 4th Grade class of the Pirie Elementary School (8th Ward), accompanied by Mrs. Coretta Robinson;

Thirty students of the Special Education class of the Sawyer School (12th Ward), accompanied by Mr. Ronald Wolski;

Sixty students of the Junior and Senior Classes of the Hubbard High School (13th Ward), accompanied by Mr. James Fitzgerald.

The Mayor welcomed the visitors and invited them to attend future meetings.

### Time Fixed for Next Succeeding Regular Meeting.

By unanimous consent Alderman Keane thereupon presented a proposed ordinance which reads as follows:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the next succeeding regular meeting of the City Council of the City of Chicago to be held after the regular meeting held on Wednesday, the twenty-fifth (25th) day of March, 1970, at 10:30 A.M., be and the same is hereby fixed to be held on Wednesday, the eighth (8th) day of April, 1970, at 10:00 A.M., in the Council Chamber in the City Hall.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

On motion of Alderman Keane said proposed ordinance was *Passed,* by yeas and nays as follows:

*Yeas*—Aldermen Roti, Hubbard, Metcalfe, Holman, Despres, Lupo, Bilandic, Swinarski, Staszcuk, Sheridan, Shannon, Hines, Campbell, Frost, Kuta, Collins, Marzullo, Sain, Jambrone, Biggs, McMahon, Keane, Brandt, Laskowski, Casey, Cullerton, Laurino, Scholl, McCutcheon, Singer, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—36.

*Nays*—None.

### ADJOURNMENT.

Thereupon Alderman Sheridan moved that the City Council do *Adjourn.* The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Wednesday, April 8, 1970, at 10:00 A.M., in the Council Chamber in the City Hall.

John C. Marcin

JOHN C. MARCIN,
*City Clerk.*